

Exhibit H to the Development Agreement

Right-of-Way Reconfiguration **Conditions**

Exhibit H
Right-of-Way Reconfiguration Conditions

1.0 Preliminary Provisions.

- 1.1 Purpose.** Pursuant to the Development Agreement, these Right-of-Way Reconfiguration Conditions govern the performance of all work involving the right-of-way infrastructure owned by or to be dedicated to the City as part of the activities contemplated by the Development Agreement. Further, these Right-of-Way Reconfiguration Conditions set forth the conditions associated with the closings or vacations of City right-of-way, the dedication of property for use as public right-of-way, and certain encroachments into City right-of-way contemplated by the Closing and Dedication Ordinance and the Encroachment Ordinance.
- 1.2 Definitions.** Words, terms and phrases used in these Right-of-Way Reconfiguration Conditions have the meanings ascribed to them by the Development Agreement, or by this Section 1.2, unless the context clearly indicates that another meaning is intended.
- 1.2.1 5th and 7th Streets Project.** “*5th and 7th Streets Project*” means the construction of road and related improvements to reconfigure (1) North 5th Street between the logical tie-ins, as determined by the Director, of its intersections with East Marshall Street and East Leigh Street and (2) North 7th Street between the logical tie-ins, as determined by the Director, of its intersections with East Clay Street and East Leigh Street, both as generally shown on the Conceptual Road Layout.
- 1.2.2 6th Street Plaza Project.** “*6th Street Plaza Project*” means the construction of a plaza primarily intended for public pedestrian access and use, but also suitable for use by emergency vehicles, in the general area of a former portion of North 6th Street, located immediately to the west of the Blues Armory between East Marshall Street and the to-be-reopened to public use and travel portion of East Clay Street between North 5th Street and North 7th Street, all as generally shown the Conceptual Road Layout.
- 1.2.3 Clay Street Encroachment.** “*Clay Street Encroachment*” means certain surface and subsurface features associated with Stormwater Detention Facilities, as defined in Exhibit I, that encroach into the property to become City right-of-way known as East Clay Street located generally between East Clay Street’s intersections with North 5th Street and North 7th Street, authorized as an encroachment by the Encroachment Ordinance.
- 1.2.4 Clay Street Project.** “*Clay Street Project*” means the construction of road and related improvements to re-establish and reconfigure East Clay Street between North 5th Street and North 10th Street, which may be completed into two phases, the first phase of which shall be between North 5th Street and North 8th Street and the second phase of which shall be between North 8th Street and North 10th Street, generally shown on the Conceptual Road Layout.

- 1.2.5 **Closing Areas.** “*Closing Areas*” means the areas to be closed to public use and travel as public rights-of-way pursuant to the Closing Ordinance and generally shown hatched on the Drawing.
- 1.2.6 **Closing and Dedication Ordinance.** “*Closing and Dedication Ordinance*” means Ordinance No. 201__-____, adopted _____, 201__.
- 1.2.7 **Conceptual Road Layout.** “*Conceptual Road Layout*” means the drawing prepared by the Department of Public Works, designated as DPW Drawing No. N-28854, dated July 16, 2019, and entitled “North of Broad Redevelopment Conceptual Road Layout,” incorporated herein by reference.
- 1.2.8 **Director.** “*Director*” means the City’s Director of Public Works or the written designee thereof.
- 1.2.9 **Drawing.** “*Drawing*” means Sheets 1 through 11 of a drawing prepared by the Department of Public Works, designated as DPW Drawing No. N-28848, dated July 22, 2019, and entitled “North of Broad Redevelopment Right-of-Way Exhibit,” incorporated herein by reference.
- 1.2.10 **Encroachment Ordinance.** “*Encroachment Ordinance*” means Ordinance No. 201__-____, adopted _____, 201__.
- 1.2.11 **Final Plans.** “*Final Plans*” means all plans and specifications necessary to obtain a Work in the Streets Permit from the City’s Department of Public Works to perform all work on a Road Project in a form and condition that such plans and specifications are 100 percent complete.
- 1.2.12 **Force Majeure.** If Developer is prevented or delayed from punctually performing any obligation or satisfying any condition under this Exhibit E by delays in the Developer’s performance of its obligations hereunder due to causes beyond it’s reasonable control, including, but not limited to, acts of nature or of a public enemy; acts of the government; fires; floods; epidemics; quarantine restrictions; freight embargoes; inability to obtain supplies or materials or reasonably acceptable substitute supplies or materials; unusually severe weather; archeological finds; substantial interruption of work because of labor disputes (which does not mean a contractual dispute between Developer or any particular contractor or subcontractor); administrative appeals; governmental restriction, taking, enemy action, civil commotion, casualty, sabotage, or restraint by, delay by, or failure to act of, any court, public authority or other governmental agency, or other events which are not within the reasonable control of the Developer. Force Majeure does not include the failure to obtain financing or have adequate funds.
- 1.2.13 **Leigh Street Encroachment.** “*Leigh Street Encroachment*” means the portion of the Leigh Street Project consisting of portions of the foundation of the new arena, within the area generally shown hatched with double lines on the Drawing, authorized as an encroachment by the Encroachment Ordinance.

- 1.2.14 **Leigh Street Project.** “*Leigh Street Project*” means the construction of road and related improvements to reconfigure East Leigh Street between the logical tie-ins of its intersections with North 3rd Street and North 10th Street, as generally shown on the Conceptual Road Layout, together with the Leigh Street Encroachment, all subject to the terms and conditions of the Development Agreement.
- 1.2.15 **Licensee.** “*Licensee*” means the Developer, its successors, and its assigns.
- 1.2.16 **Pedestrian Access Easement Areas.** “*Pedestrian Access Easement Areas*” means the variable width public pedestrian access easement for sidewalk being a minimum of ten (10’) feet within the areas marked as “Pedestrian Access Easement” generally shown hatched on the Drawing.
- 1.2.17 **Preliminary Plans.** “*Preliminary Plans*” means all plans and specifications that are approximately 30 percent complete.
- 1.2.18 **Road Project.** “*Road Project*” means any one of the following or any segments thereof (i) the 5th and 7th Street Project, (ii) the 6th Street Plaza Project, (iii) the Clay Street Project, and (iv) the Leigh Street Project.
- 1.2.19 **Traffic Impact Analysis.** “*Traffic Impact Analysis*” means the transportation engineering analysis and traffic study required by the Traffic Engineer of the City’s Department of Public Works to produce the Final Plans.

2.0 Closings.

- 2.1 **Prerequisites.** The closing of any portion of the Closing Areas pursuant to the Closing Ordinance shall become effective only when all of the following have occurred as to the applicable portion of the Closing Areas:
- A. The Developer has completed the Traffic Impact Analysis.
 - B. The Developer submits to the City plats completed pursuant to a field survey and all necessary property research showing the exact locations and dimensions of the Closing Areas and obtains the Director’s approval of those plats for the Closing Areas shown on Sheets 1 through 3 and 10 through 11 of the Drawing. Sheets 4 through 9 of the Drawing have been approved by the Director as of the execution of this Agreement.
 - C. The Developer obtains consent from each of the owners of land, buildings or structures from whom consent is required under section 24-314 of the City Code, which consents shall be in writing, approved as to form by the City’s City Attorney, and filed in the office of the City’s City Clerk.
 - D. The Developer makes arrangements satisfactory to public utility or public service corporations whose properties or facilities are in the right-of-way area to be closed

either for the removal, relocation (including, but not limited, to relocation in connection with a building permit for a portion of the development pursuant to the Development Agreement) or abandonment thereof or for the construction, reconstruction, maintenance and repair thereof, evidence of which shall be in writing, approved as to form by the City's City Attorney, and filed in the office of the City's City Clerk.

- E. The Developer agrees in writing with the City that, for itself, its successors, and its assigns, they shall indemnify, reimburse, and keep and hold the City free and harmless from liability on account of injury or damage to persons, firms, corporations or property, which may result directly or indirectly from the closing of the Closing Areas to public use and travel by the Closing Ordinance and from the interference with the drainage, flow or overflow of surface or subsurface water resulting directly or indirectly therefrom; and in the event that any suit or proceeding is brought against the City at law or in equity, either independently or jointly with the owner or owners of all the property abutting the Closing Areas, or any of them, on account thereof, they shall defend the City in any such suit or proceeding at their cost with counsel selected by the Developer and reasonably acceptable to the City; and in the event of a final judgment or decree being obtained against the City, either independently or jointly with the property owner or owners granting consent for the aforesaid right-of-way area to be closed to public use and travel, they shall pay such judgment or comply with such decree including payment of all costs and expenses of whatsoever nature and hold the City harmless therefrom. The City shall cooperate with the Developer in the defense of any matters for which the Developer is required to defend, hold harmless and indemnify the City pursuant to this Section 2.1.
- F. The City has conveyed the real property abutting the applicable portion of the Closing Areas to the Developer or the Authority pursuant to the Development Agreement.
- G. The Developer satisfies all terms and conditions requisite for the closing of the right-of-way area to be closed by these Right-of-Way Reconfiguration Conditions and provides the City with written evidence that all terms and conditions of these Right-of-Way Reconfiguration Conditions have been satisfied, which shall be approved as to form by the City's City Attorney, and filed in the office of the City's City Clerk.

2.2 **Conveyance.** Upon satisfaction of the prerequisites set forth in Section 2.1, the City shall convey the Closing Areas to the fee simple owner of the respective real property abutting the applicable Closing Area or portion thereof as of the date of its closing through a quitclaim deed or deeds approved as to form by the City's City Attorney, conveying the Closing Areas required by this Section 2.2, subject to the provisions of Sections 2.3 and 2.4. Upon such conveyance of the Closing Areas, the City shall have no further right, title or interest in the closed right-of-way area other than that expressly retained under the provisions of the Closing Ordinance, these Right-of-Way Reconfiguration Conditions, and the quitclaim deed or deeds conveying the Closing Areas to the Developer.

2.3 **Retention of Temporary Easement.** In the quitclaim deed or deeds conveying the Closing Areas to the Developer, the City shall retain a temporary full-width easement for

public use and travel over the entirety of the Closing Areas, which easement shall automatically terminate upon acceptance by the Director of applicable portions of the 5th and 7th Streets Projects, the Leigh Street Project, the 6th Street Plaza Project and Clay Street Project. At any time during which the easement for public use and travel remains in effect, the City may manage and temporarily close to public use and travel the Closing Areas in the same manner as the City manages and temporarily closes other City rights-of-way.

- 2.4 **Excess Area.** If, after consultation with the Developer, the Director determines that any portion of the Closing Areas is necessary for use as public right-of-way, or is necessary for the completion of the 5th and 7th Streets Project, the Clay Street Project, or the Leigh Street Project, or is in excess of the area necessary for the Developer to otherwise to effectuate the purposes of the Development Agreement, the Developer, promptly upon written demand therefor by the Chief Administrative Officer or her designee, shall dedicate such excess areas to the City for public use and travel by a quitclaim deed approved as to form by the City's City Attorney.

3.0 **Encroachments.**

- 3.1 **Generally.** The Encroachment Ordinance authorizes the Licensee to encroach upon public rights-of-way in the form of the Clay Street Encroachment and the Leigh Street Encroachment. However, the authorization for the Clay Street Encroachment or the Leigh Street Encroachment shall not become effective until the Developer furnishes the required insurance and bonds and files a written statement in a form satisfactory to the City's City Attorney to the effect that the Developer, as the holder of the leasehold interest provided by the Ground Lease and for the Developer's successors and assigns, agrees and covenants to be bound by and to comply with the terms and conditions upon which authorization for the Clay Street Encroachment or Leigh Street Encroachment as applicable is granted. The Developer shall be responsible for providing the Division of Permits and Inspections of the City's Department of Planning and Development Review, the Division of Right of Way Management of the City's Department of Public Works, and the City's Office of the City Clerk with written evidence that all conditions of the Encroachment Ordinance applicable to the Clay Street Encroachment or the Leigh Street Encroachment and this Section 3.0 have been satisfied.

- 3.2 **Conditions.** The grant of authorization for the Clay Street Encroachment and Leigh Street Encroachment both shall be subject to the provisions of sections 24-59 through 24-65 of the City Code and to the following specific conditions:

- A. The authorization of the Leigh Street Encroachment shall not take effect until all of the following have occurred:
1. The Developer submits to the Director plans showing the exact locations and dimensions of the portions of the foundation of the new arena within the Leigh Street Encroachment area and obtains the Director's approval of thereof.

2. The Developer furnishes the City with evidence of an insurance contract providing commercial general liability coverage in an amount not less than \$1,000,000 combined single limit, naming the City as an additional insured, meeting all requirements of section 24-62(a)(5) of the City Code for the Leigh Street Encroachment.
 3. The Developer furnishes the City with a maintenance bond with corporate surety, an irrevocable letter of credit, or another type of financial guarantee acceptable to the City, payable to the City, and approved by the City Attorney, meeting all applicable requirements of section 24-62(a)(7) of the City Code for the Leigh Street Encroachment.
 4. The Developer obtains consent from the owners of land, buildings, or structures abutting the Leigh Street Encroachment, which consents shall be in writing and approved as to form by the City's City Attorney.
- B. The authorization of the Clay Street Encroachment shall take effect at such time Substantial Completion of the Clay Street Project from North 5th Street to North 8th Street and the following have occurred:
1. The Developer submits to the Director plats completed pursuant to a field survey and all necessary property research showing the exact locations and dimensions of the Clay Street Encroachment and must obtain the Director's approval of those plats within 30 days of submission thereof.
 2. The Developer furnishes the City with evidence of an insurance contract providing commercial general liability coverage in an amount not less than \$1,000,000 combined single limit, naming the City as an additional insured, meeting all requirements of section 24-62(a)(5) of the City Code for the Clay Street Encroachment.
 3. The Developer has (i) executed the 'Stormwater Utility Maintenance Agreement' as required by Section 4.3.2 of the Utilities Terms and Conditions (Exhibit I to the Development Agreement) and (ii) the furnished the City with the performance bond as required by Section 4.3.3 of the Utilities Terms and Conditions (Exhibit I to the Development Agreement).
- C. The Developer shall bear all costs directly or indirectly attributable to the encroachment, including, without limitation, the realignment or replacement of street and sidewalk infrastructure, utilities, signs, and right-of-way "monumentation," as directed by City agencies.
- D. The Licensee shall maintain or shall cause the Developer to maintain the insurance required by Sections 3.2(A)(1) and 3.2(B)(1) and the bonds required by Sections 3.2(A)(2) and 3.2(B)(2) for the life of the encroachment.

- E. The Licensee shall require the Developer to require any contractor or contractors performing work in connection with the Clay Street Encroachment or the Leigh Street Encroachment to furnish the City with evidence of an insurance contract providing commercial general liability coverage in an amount not less than \$1,000,000 combined coverage for bodily injuries and property damage resulting from the contractor's activities with regard to the Clay Street Encroachment or the Leigh Street Encroachment, as applicable, naming the City as an additional insured, meeting all requirements of section 24-62(a)(6) of the City Code.
- F. To the extent provided by law, the Licensee shall be subject to an annual Assessor area tax for the Clay Street Encroachment and the Leigh Street Encroachment in accordance with section 24-64 of the City Code.
- G. The Licensee shall bear all costs for repair, relocation, or replacement of the Clay Street Encroachment and the Leigh Street Encroachment in the event of damage or movement due to, but not limited to, vehicular travel, alterations "in" or "to" or failure of City utilities, or due to the City's and the public's use of the right-of-way.
- H. Promptly upon completion of any work relating to the Clay Street Encroachment and the Leigh Street Encroachment, the Developer shall furnish the City's Department of Public Works with as-built drawings for the completed work.
- I. The Licensee shall provide written notification to the City's City Assessor, the City's Director of Finance, and the Director of the new owner's name and mailing address immediately upon transferring ownership or encroachment rights to another party.
- J. The Licensee shall be responsible for all maintenance, repair, and operation of the Clay Street Encroachment and the Leigh Street Encroachment.

3.3 **Additional Encroachments.** The City and the Licensee agree to work cooperatively and in good faith, upon Licensee's request, toward the authorization of Licensee to encroach upon public rights-of-way within the Clay Street Encroachment area for the purposes of locating private utilities and security features, and within the Leigh Street Encroachment area for the purposes of locating the portions of the Leigh Street Project consisting of the access ramp and area to the serve the new loading dock areas and security equipment. Such authorizations for encroachment within the public rights-of-way shall be subject to all applicable requirements of the City Code.

4.0 **Dedications.**

4.1 **Generally.** Pursuant to the Closing and Dedication Ordinance, the portions of City-owned property designated on the Drawing as "Right of Way Dedication" (the "Dedication Areas") shall be dedicated for use as public right-of-way as follows:

- A. The Dedication Areas that as of the effective date of the Development Agreement are portions of Tax Parcel No. N0000007001 shall be dedicated for use as public right-of-way upon the City's completion of any subdivision or boundary line adjustment required to form the Development Parcel designated as Block A1 in accordance with Section 3.3 of the Development Agreement.
- B. The Dedication Areas that as of the effective date of the Development Agreement are portions of Tax Parcel Nos. N0000009002 and N0000009001 shall be dedicated for use as public right-of-way upon the City's conveyance of the Private Development Parcel designated as Block C in accordance with the Development Agreement.
- C. The Dedication Area that as of the effective date of the Development Agreement is a portion of Tax Parcel Nos. E0000235001 shall be dedicated for use as public right-of-way upon the City's conveyance of the Private Development Parcel designated as Block D in accordance with the Development Agreement.

Notwithstanding the dedication of such areas for use as public right-of-way, following such dedication such areas are not intended to be open for public use and travel until such time as the Developer achieves Substantial Completion of the corresponding Road Project in accordance with section 5.4.1 of this Exhibit H or the Director otherwise determines they are suitable for public use and travel in his discretion in accordance with applicable policies and standards.

- 4.2 **Other Property.** With the exception of the 6th Street Plaza Project, in the event that upon Substantial Completion any Road Project or portion thereof is situated on property not then-dedicated for use as public right-of-way pursuant to Section 4.1 or Section 2.4, the Authority or the Developer, whichever is the fee simple owner, shall dedicate such property to the City for use as public right-of-way, through a deed or deeds approved as to form by the City Attorney, upon the City's acceptance of the applicable Road Project pursuant to Section 5.5.
 - 4.3 **6th Street Plaza Easement.** The owner or owners of the area labeled as access easement on page 6 of 11 of the Drawing shall grant to the City an easement to provide for public access to and use of the improvements resulting from the 6th Street Plaza Project. Such easement must be approved as to form by the City's City Attorney and accepted pursuant an ordinance adopted by the City Council.
 - 4.4 **Pedestrian Access Easements.** The Authority or the Developer, whichever is the fee simple owner of the applicable portion of the Public Access Easement Areas at such time, shall, prior to the issuance of a certificate of occupancy for the required development of the respective Development Parcels designated as Blocks A1, A2, A3, and B, dedicate to the City a pedestrian access easement over the Pedestrian Access Area on such Development Parcel, through a deed or deeds approved as to form by the City Attorney.
- 5.0 **Process for Improvements.**

- 5.1 **Generally.** The Developer shall construct the Road Projects in accordance with plans submitted to and approved by the Director and in accordance with all provisions of this section 5.0. The Developer shall complete each Road Project, except the 6th Street Plaza Project, to meet City and state standards for acceptance of the improved right-of-way into the City's road system. The Developer shall complete each Road Project as generally shown on the Conceptual Plan, subject to the Director's determination that modifications are necessary based on the Traffic Impact Analysis and to ensure conformance with all City and state standards applicable to the Road Project.
- 5.2 **Plans.**
- A. The Developer shall ensure that the Preliminary Plans for each Road Project at the time of submission to the Director, meet all City requirements for Preliminary Plans under the City's then-existing policies.
 - B. The Developer shall ensure that the Final Plans for each Road Project at the time of submission to the Director, meet all requirements under the City's then existing policies for Final Plans, including those necessary for the Developer to obtain a Work in Streets Permit, where applicable.
- 5.3 **Construction Requirements.**
- 5.3.1 **Insurance.** The Developer shall not commence or permit to be commenced any work on any Road Project until (a) the Developer has furnished the City with (i) any endorsements required by Section 8.5 of the Development Agreement and (ii) any certificates of insurance required by Section 8.6 of the Development Agreement and (b) the City has approved such endorsements and certificates of insurance.
- 5.3.2 **Permits.** The Developer shall not commence or permit to be commenced any work on any Road Project until the Developer has obtained all permits, approvals, easements, and agreements, including, but by no means limited to, a Work in Streets Permit, required by the City or any other governmental entity for such work. The City shall cooperate with Developer in any applications required to be reviewed pursuant to Section 17.07 of the Charter of the City of Richmond, Virginia.
- 5.3.3 **Testing and Monitoring.** The Developer shall provide all professional engineering and testing services necessary to appropriately monitor and assess all work in accordance with applicable industry standards and practices, and further in accordance with the VDOT Inspection Manual (as amended, as of the time of such monitoring). The Developer shall provide to the City copies of all reports produced as a result of the performance of any such professional engineering and testing services. All engineering reports must be certified by a person licensed as a professional engineer in the Commonwealth of Virginia.
- 5.3.4 **Construction Reports.** All required construction inspection requirements shall follow the applicable standards of the City's Department of Public Works, the City's Department of Public Utilities, Virginia Department of Transportation Materials Division standards and

guidelines, those guidelines set by other utilities, and any other standards as may be deemed necessary by the Director in the Director's reasonable discretion.

- 5.3.5 **Construction Meetings and Schedule.** The Developer shall schedule and coordinate a pre-construction conference for each Road Project and all subsequent progress meetings with the City. The Developer shall give notice to the City in advance to the actual beginning of construction, and thereafter shall coordinate its construction schedule with the City.

5.4 **Completion.**

- 5.4.1 **Substantial Completion.** When the Director certifies that the Leigh Street Project, the 5th and 7th Street Project, or the Clay Street Project, as applicable, is approximately 95 percent complete and suitable for use as a public right-of-way, such Road Project shall become open to public use and travel. The Director shall respond to the Developer within ten (10) Business Days of the Developer providing notice to the Director of Substantial Completion of Leigh Street Project, the 5th and 7th Street Project, or the Clay Street Project, as applicable.

- 5.4.2 **Requirements upon Final Completion.** Upon 100 percent completion of the work on a Road Project, the Developer shall so furnish the City with all required documents relating to the Road Project identified in the Work in Streets Permit for that Road Project or the City's standards applicable to that Road Project. The Developer hereby warrants that (i) the Project will be constructed in a good and workmanlike manner in accordance with the Final Plans and all City and state standards applicable to the Road Project, (ii) there are no unsatisfied liens on any part of the Road Project, (iii) the Road Project will be free of defects for one year following the City's acceptance of the Road Project pursuant to Section 5.5, and (iv) the Developer shall repair, at its sole cost and expense, any defects that are discovered or may arise during the one-year warranty period.

5.4.3 **Documents to Be Provided upon Completion.**

- A. Upon 100 percent completion of each Road Project, the Developer shall submit the following to the Director, who shall review each within ten (10) Business Days of receipt thereof and notify the Developer of any deficiencies, to the extent applicable to such Road Project:
1. The final inspection log books.
 2. Material testing reports and a fully and properly completed Virginia Department of Transportation Source of Materials Form C-25.
 3. A construction inspection report certified by a person licensed as a professional engineer in the Commonwealth of Virginia.

- B. Upon the 100 percent completion of each Road Project, the Developer shall, by its engineer, submit the following to the Director, to the extent applicable to such Road Project:
1. Two complete paper copies of the full as-built plan set of the completed Project.
 2. A copy of each as-built plan set.
 3. A digital file, the format of which shall be AutoCAD DWG or DXF format, containing all of the following information, each in a separate layer:
 - a. Existing right-of-way conditions.
 - b. The storm sewer system.
 - c. Water and waste water systems.
 - d. All easements.

The as-built drawings must include notations, modifications to the drawings, and supplemental drawings to accurately reflect actual construction of all improvements. Both the digital file and the report must be labeled with the plan name, plan number, and the engineering firm. All AutoCAD files must be referenced directly to the Virginia State Plane Coordinate system, South Zone, in the NAD83 Datum.

5.5 Acceptance.

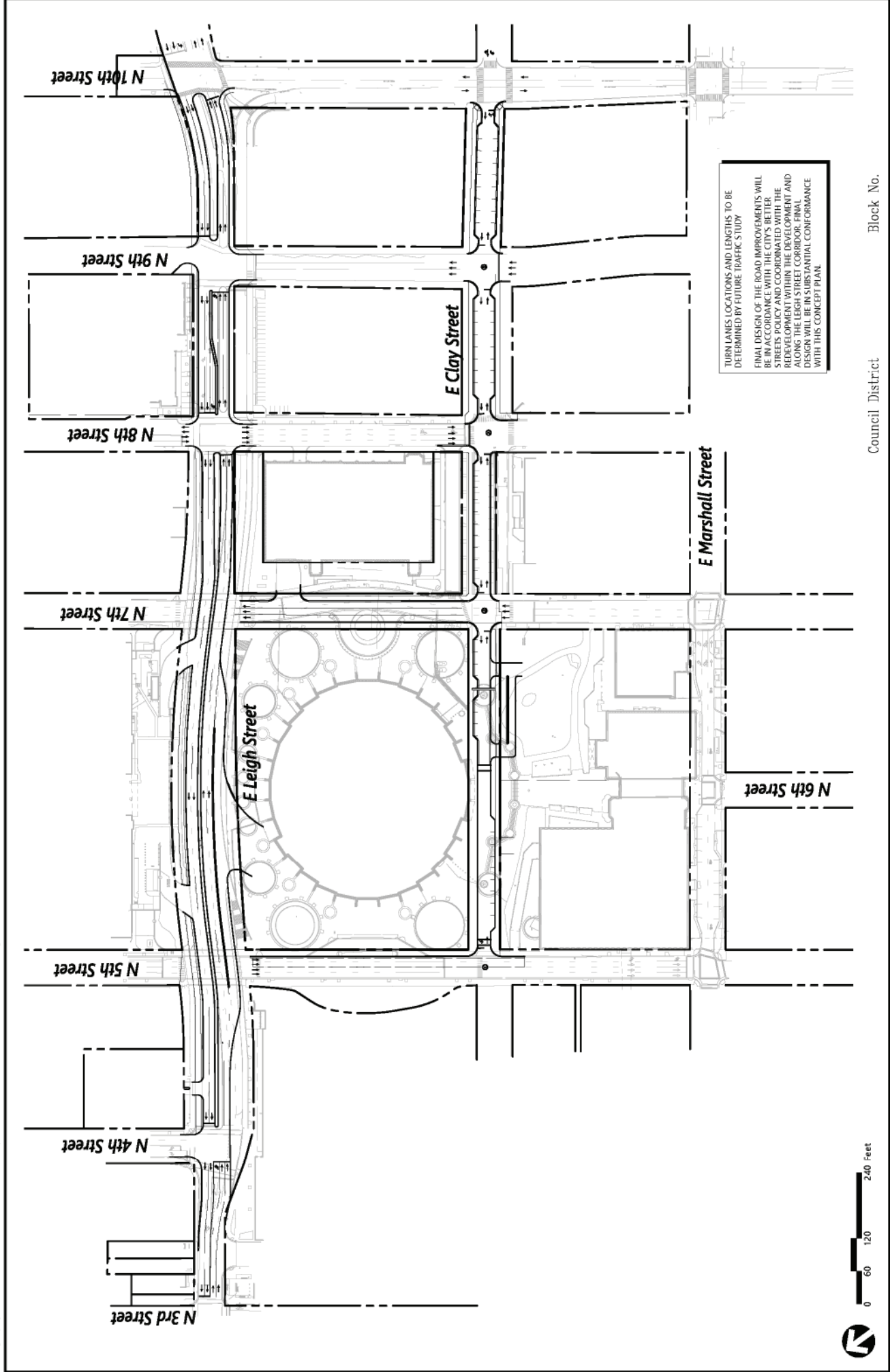
- A. Acceptance of a Road Project will occur upon the Director's issuance to the Developer of a letter indicating that the City accepts the Road Project or any phase thereof but will monitor the Road Project or phase thereof in accordance with the standards set forth in the VDOT Inspection Manual (as amended, as of the time of such monitoring), for a warranty period of one year. The Director will issue such a letter only if the Director determines that, based on all City and state standards applicable to the Road Project, the Road Project is complete and the Director has received all required documents relating to that Road Project or phase thereof. Upon the City's acceptance of each of the Leigh Street Project, the Clay Street Project, and the 5th and 7th Street Project, that Road Project will become part of the City's road system. Upon the City's acceptance of the 6th Street Plaza Project, the Authority will furnish the easement for which Section 4.2 provides.
- B. After a warranty inspection scheduled by the Director at the end of the one-year warranty period, release of the surety bond, letter of credit, or other financial security that the Developer provided to obtain the Work in Streets Permit for the Project will occur upon the Director's issuance to the Developer of a letter



indicating that such surety bond, letter of credit, or other financial security is released; provided such surety bond, letter of credit, or other financial security may be partially released corresponding to portions of the Road Project completed under a Work in Streets Permit covering more than one portion of the Road Project. The Director will issue such a letter only if the Director determines that, based on all City and state standards applicable to the Road Project, no defects remain that the Developer is required to correct.

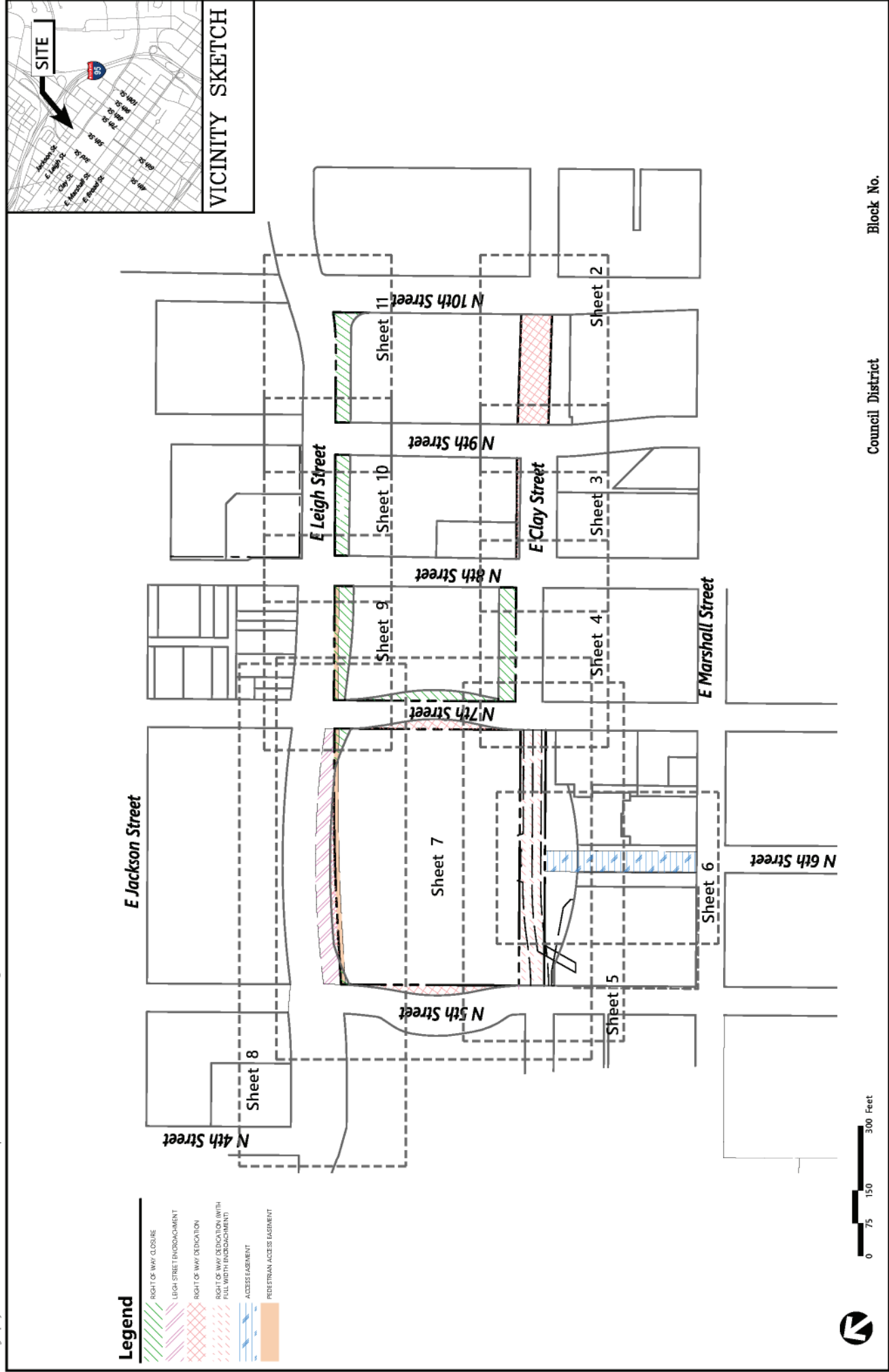
5.6 Completion Timeline; Failure to Complete.



- A. Subject to delays caused by the occurrence of an event of Force Majeure, the Developer shall complete, in a manner in which the City can accept them pursuant to Section 5.5, (i) the 5th and 7th Streets Project prior to or contemporaneously with Substantial Completion of the required development for the applicable Project Segment on Block A1, Block, A2, or Block A3, whichever occurs earliest, (ii) the Clay Street Project from North 5th Street to North 8th Street prior to or contemporaneously with Substantial Completion of the required development for the applicable Project Segment on Block A1, Block, A2, or Block A3, whichever occurs first, (iii) the Clay Street Project from 8th Street to 10th Street prior to or contemporaneously with Substantial Completion of the required development for the applicable Project Segment on Block D or within 12 months of achieving Substantial Completion on Block C, whichever occurs earlier, (iv) the 6th Street Plaza Project prior to or contemporaneously with Substantial Completion of the required development for the applicable Project Segment on Block F1, and (v) the Leigh Street Project prior to or contemporaneously with Substantial Completion of the required development of the applicable Project Segment on Block A1, Block, A2, or Block A3, whichever occurs earliest.
- B. Should the Developer fail to complete any Road Project pursuant to the timeline set forth in subsection A of this section 5.6, Developer, promptly upon written demand therefor by the Chief Administrative Officer or her designee, shall dedicate the portion of the Closing Areas pertaining to such Road Project that the Developer fails to complete to the City for public use and travel by a deed approved as to form by the City's City Attorney.

END OF RIGHT-OF-WAY RECONFIGURATION CONDITIONS









NOTES						 115 South 15th Street Suite 200 Richmond, VA 23219 804.343.7100				North of Broad Redevelopment Conceptual Road Layout					
1. Property owners correct as of _____										FIELD NOTE		SCALE 1"=120'	DATE July 16, 2019	PROJECT	DPW DWG # N-28854 SHEET 1 OF 1
2. Ordinance _____															
3. Adopted _____															
4. Accepted _____															
REFERENCES:															
REVISIONS:															

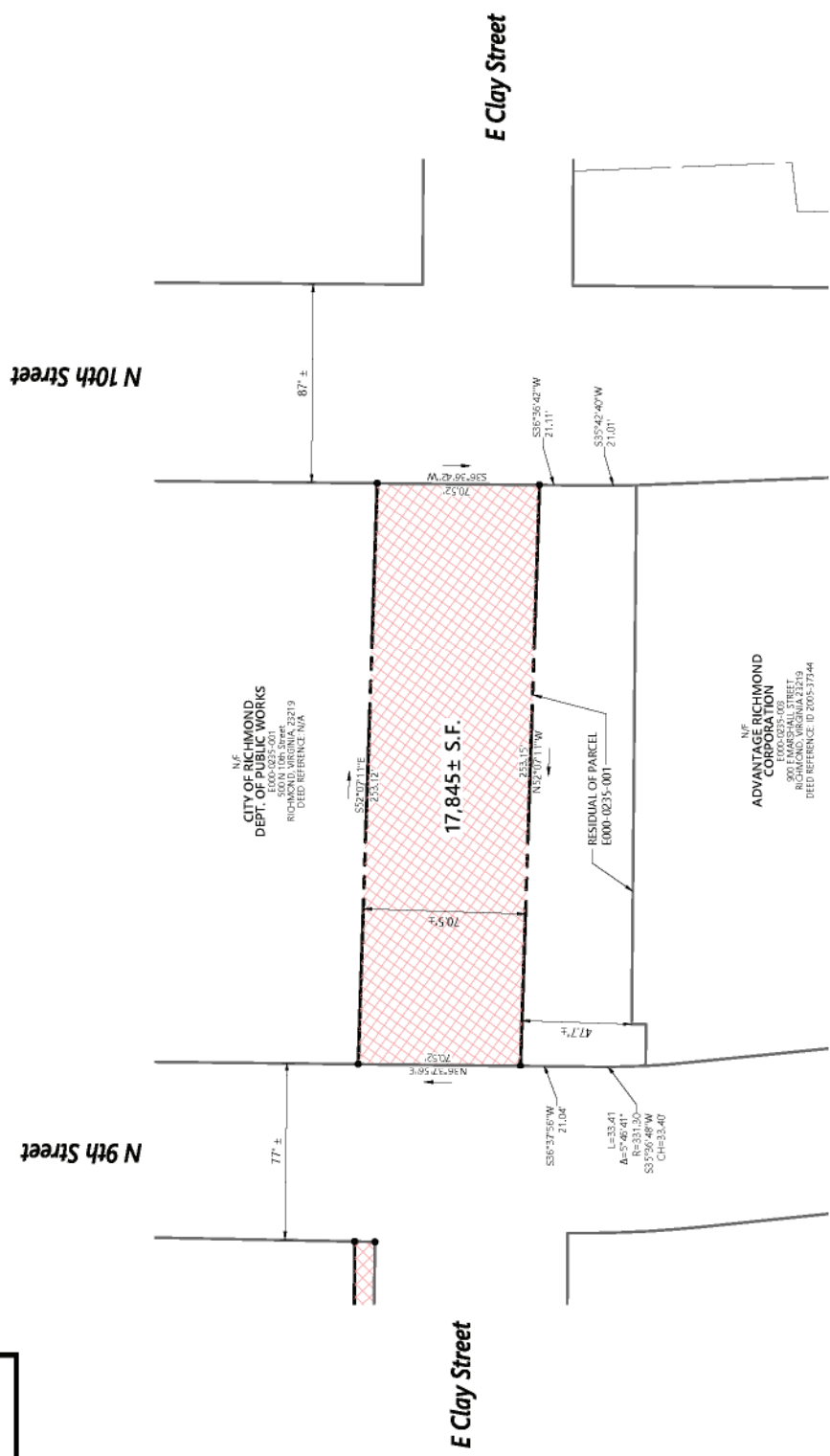


NOTES 1. Property owners correct as of _____ 2. Ordinance _____ 3. Adopted _____ 4. Accepted _____		REFERENCES:	
REVISIONS:		DEPARTMENT OF PUBLIC WORKS RICHMOND, VIRGINIA	
 115 South 15th Street Suite 200 Richmond, VA 23219 804.343.7100			
North of Broad Redevelopment Right of Way Exhibit		DRAWN BY: MSB CHECKED BY: KH	FIELD NOTES SCALE 1"=150' DATE July 22, 2019 PROJECT DPW DWG # N-28948 SHEET 1 OF 11

PROPERTY LINE INFORMATION DEPICTED IN THIS EXHIBIT IS BASED ON COMPILED INFORMATION FROM CITY GIS, PLANS OF RECORDS AND VARIOUS SURVEYS. NO FIELD SURVEY OR PROPERTY RESEARCH WAS COMPLETED AS PART OF THIS EFFORT.

Legend

- | | | | | | |
|---|---|---|---|---|---|
| RIGHT OF WAY CLOSURE | LEIGH STREET ENCROACHMENT | RIGHT OF WAY DEDICATION | RIGHT OF WAY DEDICATION (WITH FULL WIDTH ENCROACHMENT) | ACCESS EASEMENT | PEDESTRIAN ACCESS EASEMENT |
|  |  |  |  |  |  |



NOTES

1. Property owners correct as of _____
2. Ordinance _____
3. Adopted _____
4. Accepted _____

REFERENCES:


REFERENCES:

vhb

115 South 15th Street
Suite 200
Richmond, VA 23219
804-343-7100

**Surveys Division, Room 600 City Hall
900 E. Broad Street, Richmond, Va. 23219**

**DEPARTMENT OF PUBLIC WORKS
RICHMOND, VIRGINIA**



RICHMOND
VIRGINIA

Council District

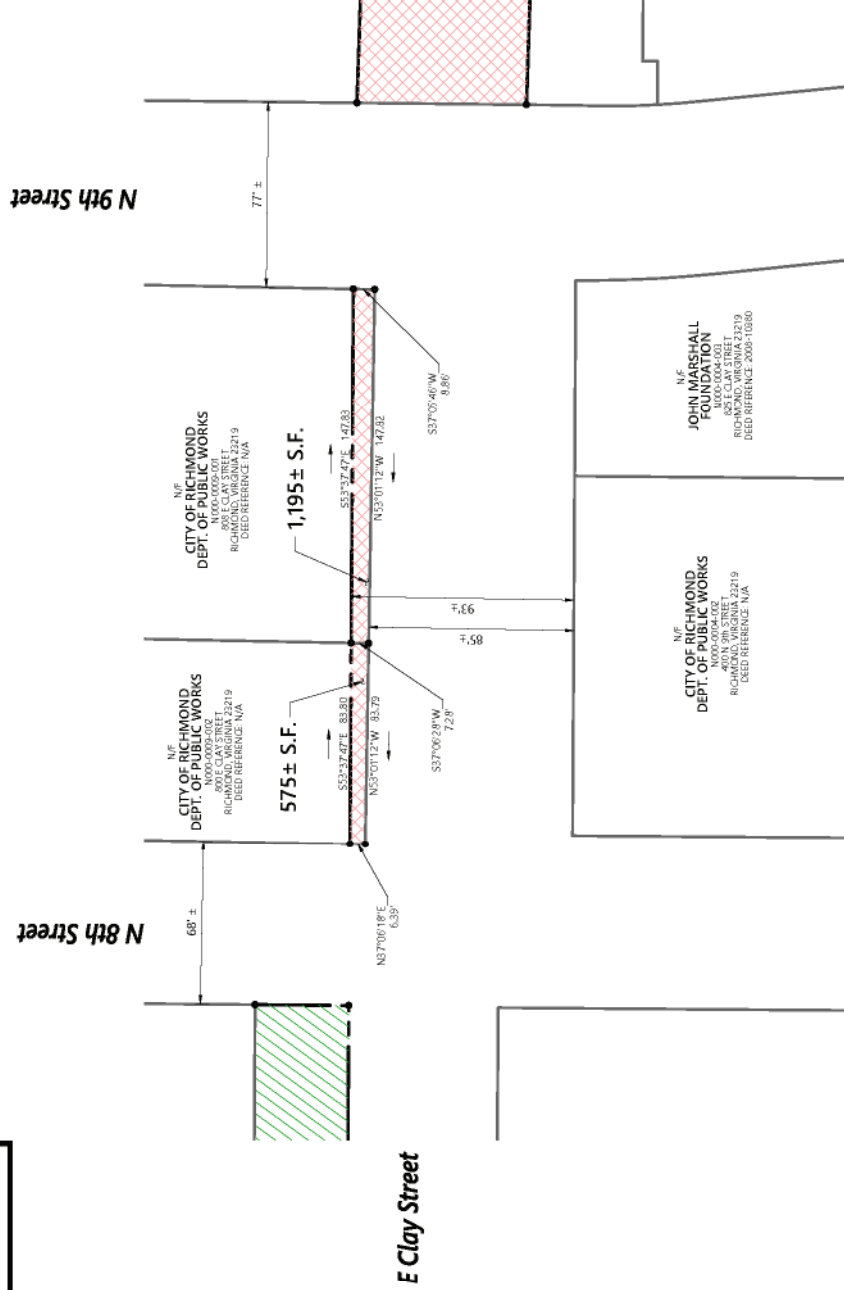
North of Broad Redevelopment Right of Way Exhibit

FIELD NOTE	SCALE 1"=40'	DATE July 22, 2019	PROJECT	DPW DWG # N-28848 SHEET 2 OF 11
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PROPERTY LINE INFORMATION DEPICTED IN THIS EXHIBIT IS BASED ON COMPILED INFORMATION FROM CITY GIS, PLANS OF RECORDS AND VARIOUS SURVEYS. NO FIELD SURVEY OR PROPERTY RESEARCH WAS COMPLETED AS PART OF THIS EFFORT.

Legend

- RIGHT OF WAY CLOSURE
- LEIGH STREET ENWIDENMENT
- RIGHT OF WAY DEDICATION
- RIGHT OF WAY DEDICATION (WITH FULL WIDTH ENWIDENMENT)
- ACCESS EASEMENT
- PEDESTRIAN ACCESS BASEMENT



NOTES

1. Property owners correct as of
2. Ordinance
3. Adopted
4. Accepted

REFERENCES:

REVISIONS:



115 South 15th Street
Suite 200
Richmond, VA 23219
804.343.7100

Surveys Division, Room 600 City Hall
900 E. Broad Street, Richmond, Va. 23219
DEPARTMENT OF PUBLIC WORKS
RICHMOND, VIRGINIA



DRAWN BY: MSB
CHECKED BY: KH

Council District

Block No.

North of Broad Redevelopment
Right of Way Exhibit

FIELD NOTES

SCALE
1"=40'

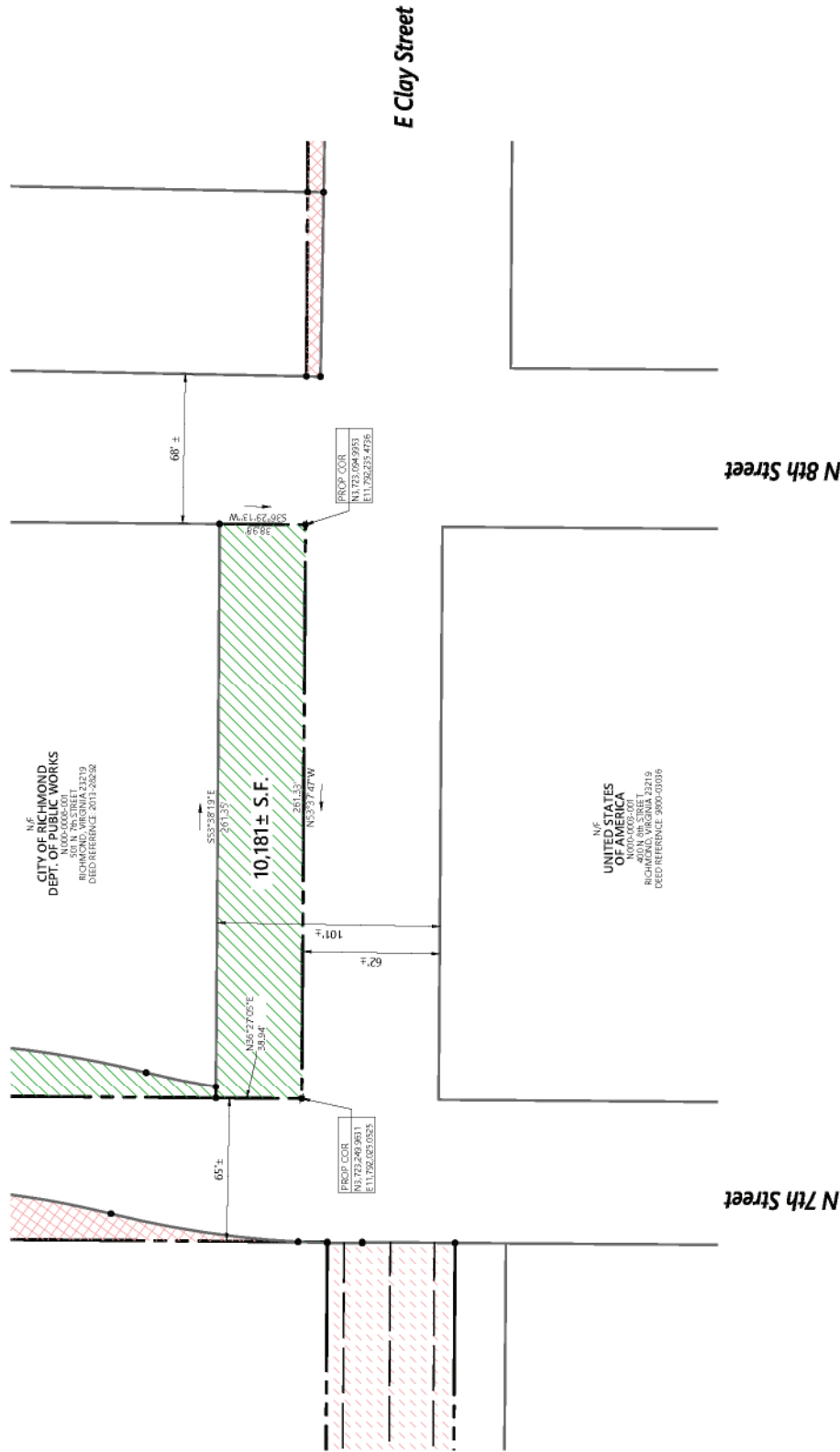
DATE
July 22, 2019

PROJECT

DPW DWG # N-28948
SHEET 3 OF 11

Legend

- RIGHT OF WAY CLOSURE
- LEIGH STREET ENCROACHMENT
- RIGHT OF WAY DEDICATION
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0 20 40 80 Feet

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RICHMOND, VIRGINIA



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Council District

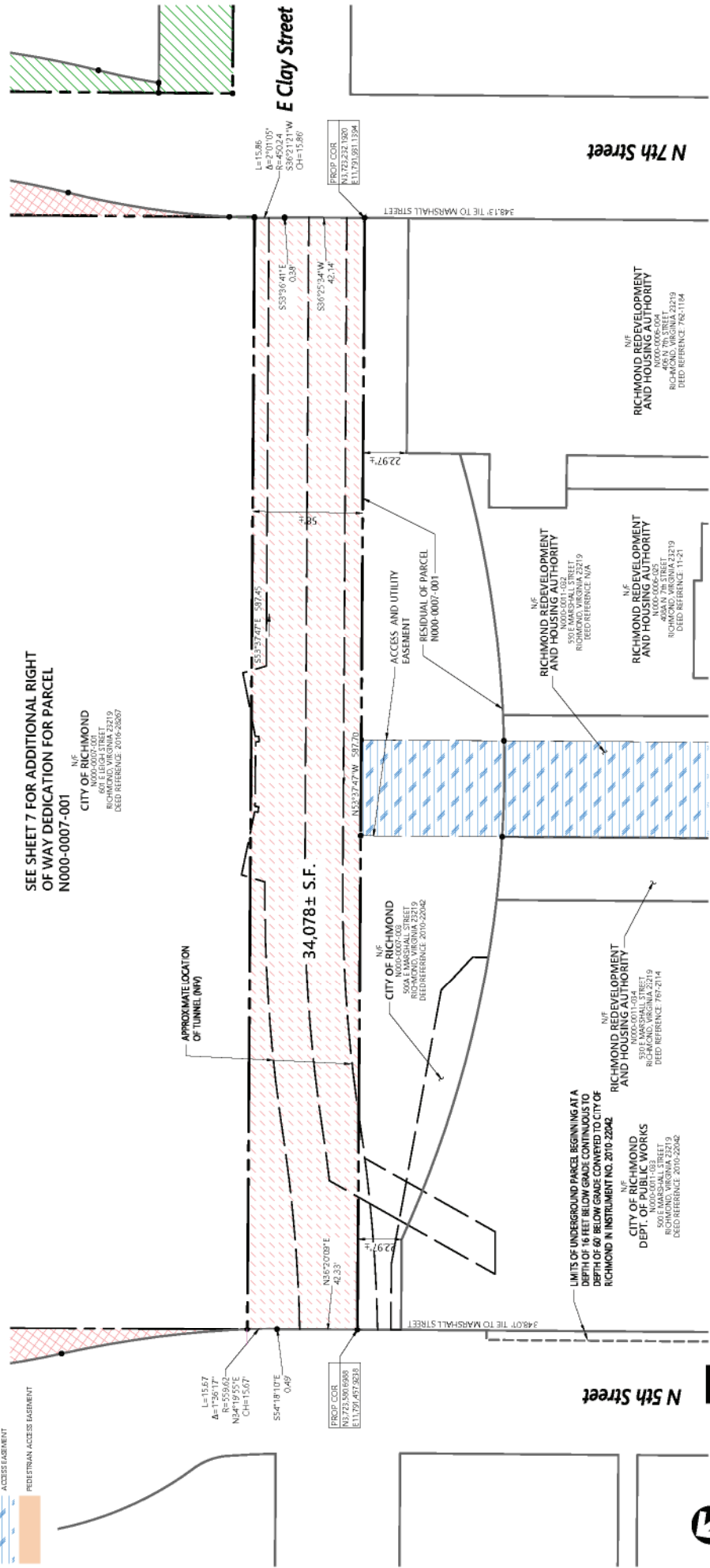
Block No.

North of Broad Redevelopment Right of Way Exhibit

DPW DWG # N-28948
SHEET 4 OF 11

Legend

- RIGHT OF WAY CLOSURE
- RIGHT OF WAY DEDICATION
- RIGHT OF WAY DEDICATION (WITH FULL WIDTH BODGMENT)
- ACCESS EASEMENT
- PEDESTRIAN ACCESS EASEMENT



Block No.

Council District

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North of Broad Redevelopment Right of Way Exhibit

REVISIONS:

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RICHMOND, VIRGINIA

DRAWN BY: MSB

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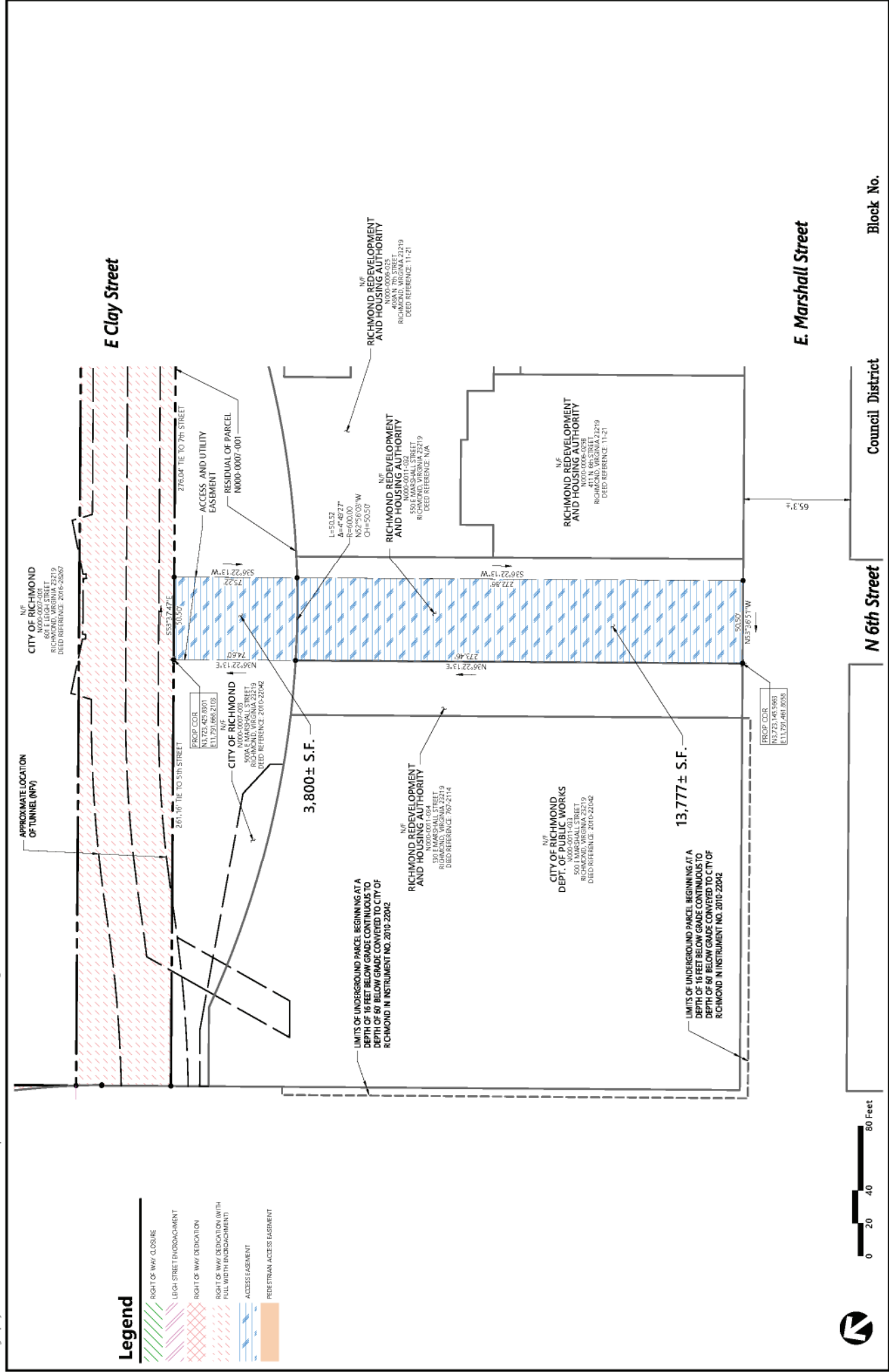
FIELD NOTES



SCALE
1"=40'

DATE
July 22, 2019

PROJECT

DPW DWG # N-28948
SHEET 5 OF 11

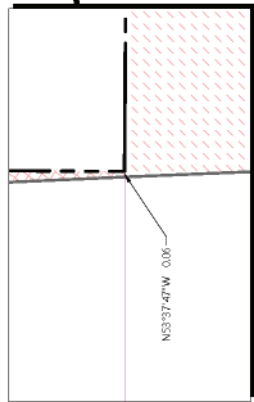
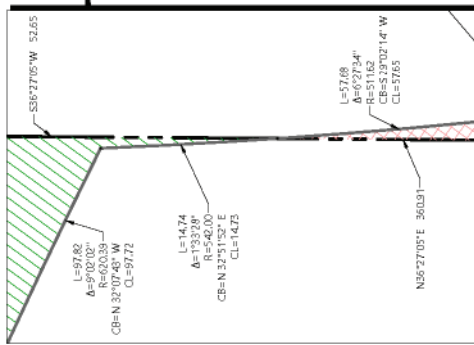


NOTES 1. Property owners correct as of _____ 2. Ordinance _____ 3. Adopted _____ 4. Accepted _____		REVISIONS:	
 VHB Surveys Division, Room 600 City Hall 900 E. Broad Street, Richmond, Va. 23219 804.343.7100		 RICHMOND VIRGINIA	
115 South 15th Street Suite 200 Richmond, VA 23219 804.343.7100		DRAWN BY: MSH CHECKED BY: KH	
DEPARTMENT OF PUBLIC WORKS RICHMOND, VIRGINIA		FIELD NOTES	
North of Broad Redevelopment Right of Way Exhibit		SCALE 1"=40'	
Council District		DATE July 22, 2019	
Block No.		PROJECT DPW DWG # N-28948	
SHEET 6 OF 11		PROJECT SHEET 6 OF 11	

Legend

- RIGHT OF WAY CLOSURE
- LEIGH STREET ENHANCEMENT
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N.F.
GREATER RICHMOND CONVENTION
CENTER AUTHORITY
PARCEL ID: 1006-000-000



0 30 60 120 Feet

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RICHMOND, VIRGINIA



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FIELD NOTES

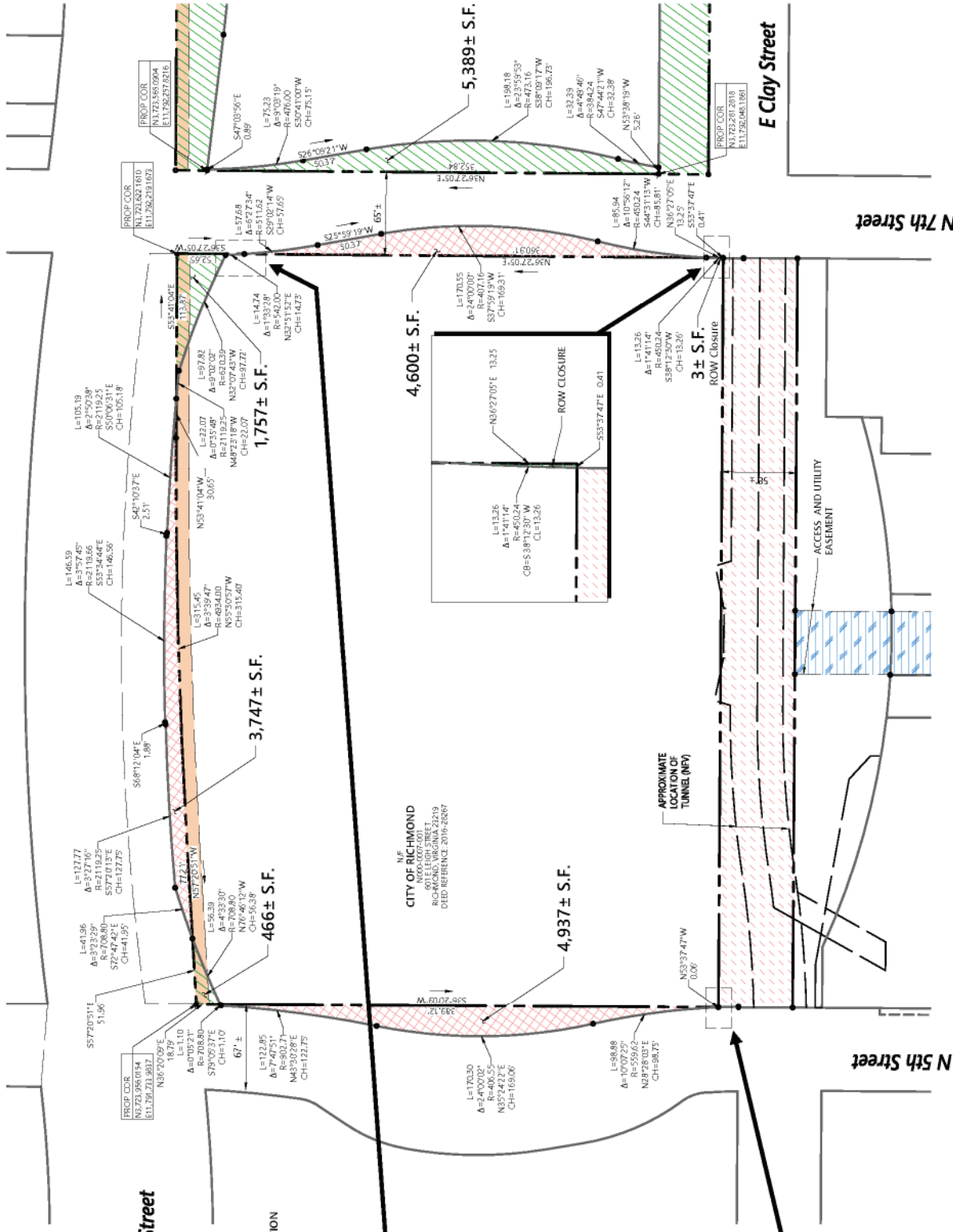
SCALE: 1"=60'

DATE: July 22, 2019
PROJECT: DPW DWG # N-28948
SHEET 7 OF 11

Council District

Block No.

North of Broad Redevelopment Right of Way Exhibit



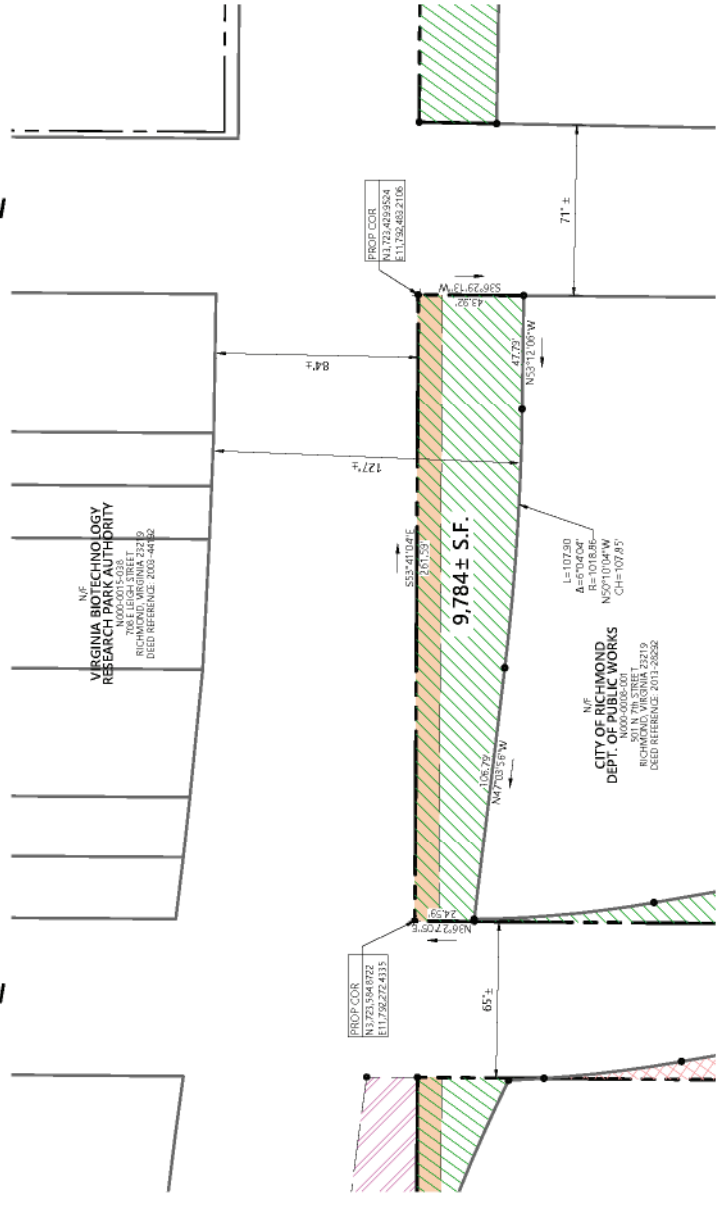
PEDESTRIAN ACCESS EASEMENT AREA: DEDICATION OF VARIABLE WIDTH (MINIMUM 10') PEDESTRIAN ACCESS EASEMENT FOR SIDEWALK ALONG THE SOUTH SIDE OF THE EXISTING E. LEIGH STREET, BETWEEN 7TH STREET TO 8TH STREET BASED ON THE FINAL DESIGN OF THE SIDEWALK.

Legend

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N 7th Street

N 8th Street



E. Leigh Street



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Block No.

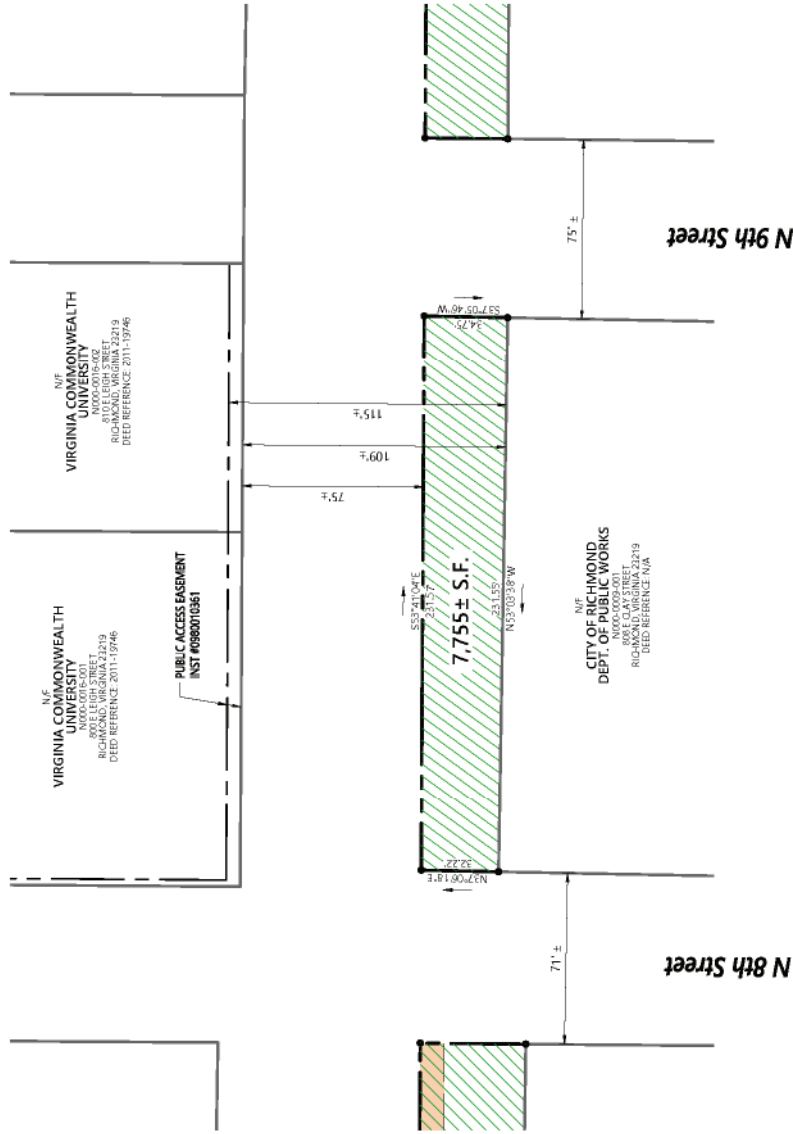
North of Broad Redevelopment
Right of Way Exhibit

DPW DWG # N-28948
SHEET 9 OF 11

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North of Broad Redevelopment
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FIELD NOTES

SCALE

DATE

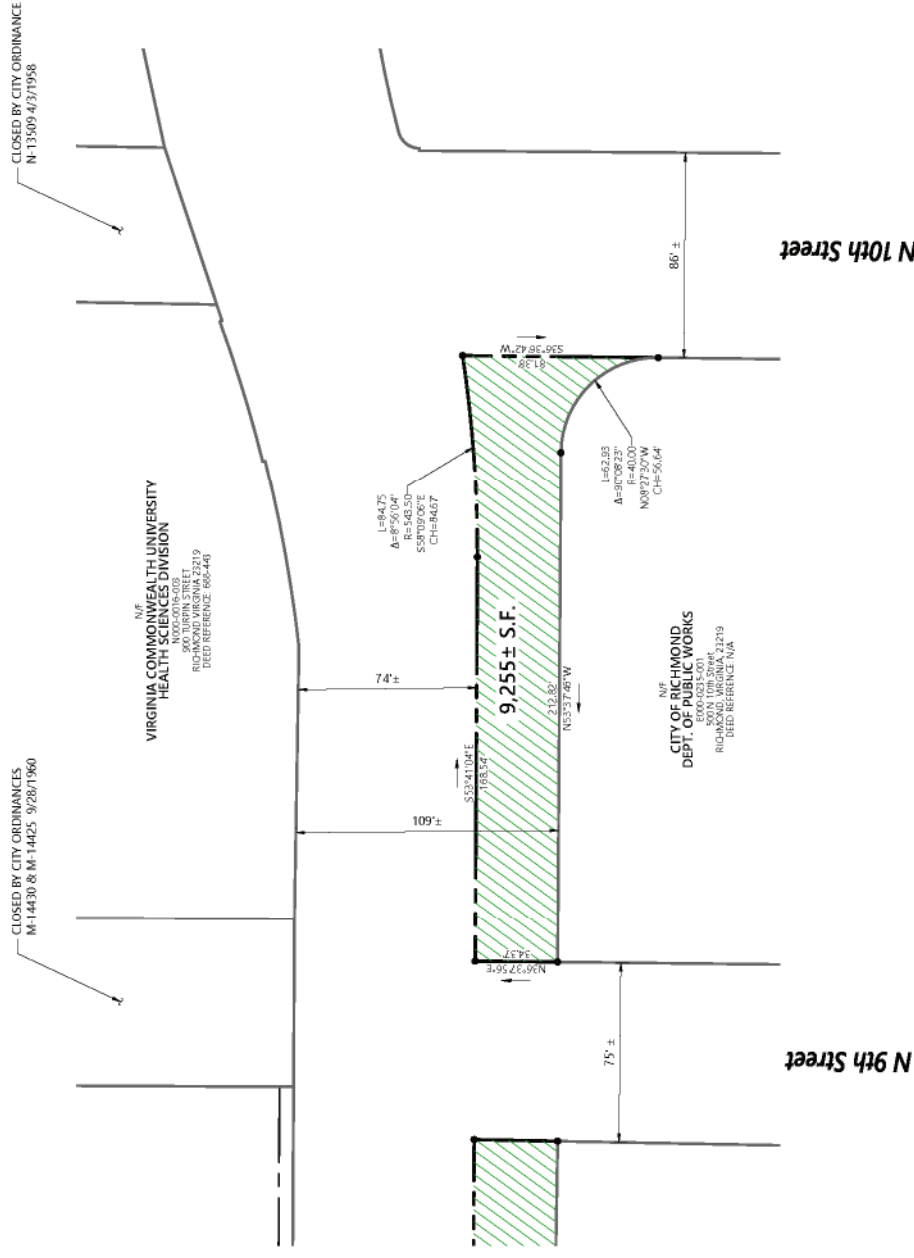
PROJECT

DPW DWG # N-28948
SHEET 10 OF 11

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PROJECT

DPW DWG # N-28948
SHEET 11 OF 11