INTRODUCED: July 28, 2025

AN ORDINANCE No. 2025-185

To provide for the granting by the City of Richmond to the person, firm or corporation to be ascertained in the manner prescribed by law of an easement upon, over, under, and across certain property known as Lucks Field Community Center located at 1925 U Street for the construction, maintenance, and operation of improvements and associated appurtenances for the generation, distribution and transmission of electricity in accordance with a certain Right of Way Agreement.

Patron – Mayor Avula

Approved as to form and legality by the City Attorney

PUBLIC HEARING: SEP 22 2025 AT 6 P.M.

WHEREAS, following the introduction of this ordinance, the City Clerk has caused to be advertised, once a week for two successive weeks in a newspaper of general circulation published in the city of Richmond, a descriptive notice of the Right of Way Agreement attached to this ordinance, which notice:

- 1. included a statement that a copy of the full text of the ordinance is on file in the office of the City Clerk;
- 2. invited bids for the easements offered to be granted in and by this ordinance, which bids were to be:

AYES:	9	NOES:	0	ABSTAIN:	
		_			
ADOPTED:	OCT 14 2025	REJECTED:		STRICKEN:	

- (a) delivered in writing to the presiding officer of the Council of the City of Richmond at its regular meeting to be held on September 22, 2025, at 6:00 p.m., in open session;
- (b) presented by the presiding officer to the Council; and
- (c) then dealt with and acted upon in the mode prescribed by law;
- 3. required that all bids for the easement hereby offered to be granted shall be submitted in writing as required by law; and
- 4. reserved the Council's right to reject any and all bids; and

WHEREAS, the deadline for the receipt of bids has passed, all bids have been received, and the Council is prepared to act in accordance with sections 15.2-2102 or 15.2103, or both, of the Code of Virginia (1950), as amended;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That there shall be granted in the manner prescribed Article VII, Section 9 of the Constitution of Virginia and Title 15.2, Chapter 21, Article 1, §§ 15.2-2100-15.2-2108.l:1 of the Code of Virginia (1950), as amended, an easement upon, over, under, and across certain property known as Lucks Field Community Center located at 1925 U Street for the construction, maintenance, and operation of improvements and associated appurtenances for the generation, distribution and transmission of electricity on that property as described and under the conditions set forth in the Right of Way Agreement, a copy of which is attached to and incorporated into this ordinance, to the following grantee:

Dominion Energy

- § 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute the Right of Way Agreement between the City of Richmond as grantor and the grantee identified in section 1 of this ordinance to grant an easement upon, over, under, and across certain real property known as Lucks Field Community Center located at 1925 U Street and identified as Tax Parcel No. E000-0703/001 in the 2025 records of the City Assessor for the construction, maintenance, and operation of improvements and associated appurtenances for the generation, distribution and transmission of electricity by such grantee, provided that:
- (a) The Right of Way Agreement has first been approved as to form by the City Attorney and is substantially in the form of the document attached to this ordinance;
- (b) The grantee identified in section 1 of this ordinance has first executed a bond, with good and sufficient security, in favor of the City of Richmond, Virginia, in the amount of \$50.00 and conditioned upon the construction, maintenance, and operation of improvements and associated appurtenances for the generation, distribution and transmission of electricity as provided for in the granted easements, with such bond in a form acceptable to the Chief Administrative Officer and approved as to form by the City Attorney; and
- (c) The grantee identified in section l of this ordinance has first paid all costs incurred in connection with the advertisement of this ordinance, as required by section 15.2-2101 of the Code of Virginia (1950), as amended.
 - § 3. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:

City Clerk

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: June 6, 2025 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Daniel Avula, Mayor

THROUGH: Sharon Ebert, Interim Chief Administrative Officer

THROUGH: Gail Johnson, Director of General Services

FROM: Chris Nizamis, Real Estate Manager – Real Estate Strategies – DED/DGS

RE: Proposed Easement at 1925 U Street for the construction, maintenance, and operation of

improvements and associated appurtenances for the generation, distribution and transmission of electricity in accordance with a certain Right of Way Agreement (ROW) in support of a City Administered construction project known as the Lucks Field

Community Center.

ORD. OR R	RES No.		
OKD. OK K	LS No.		

<u>PURPOSE</u>: To provide for the granting by the City of Richmond to the person, firm or corporation to be ascertained in the manner prescribed by law of an easement upon, over, under, and across certain property located in Lucks Field Community Center at 1925 U Street for the construction, maintenance, and operation of improvements and associated appurtenances for the generation, distribution and transmission of electricity in accordance with a certain Right of Way Agreement.

BACKGROUND: Lucks Field Community Center is located in the East Side of the City at 1925 U Street (Parcel ID No. E0000703001). Work is underway to build a new Lucks Field Community Center building, the \$20 million project, funded largely by the Federal American Rescue Plan Act, will bring new life to the community including improvements to adjacent streets and sidewalks.

The new 30,000 square foot building is designed to inspire the community, with a focus centered on sports and health. Featuring an 8,000 square foot rooftop basketball court and rooftop exercise garden area along with traditional indoor and outdoor basketball courts, an elevated indoor walking track, outdoor walking paths, and new indoor and outdoor playground facilities. The space is designed to be functional and attractive with additional amenities including a teaching kitchen, dedicated teen space, mixed media center, and community garden space with abundant tree plantings contributing to the park-like setting.

The new community center building requires the power provider to upgrade the existing power pole at the corner of Rogers Street and U Street that will serve the new facility with 3 phase power. This upgrade will require the provider to remove the existing pole that will serve the new facility on Rogers, install a new primary pole and overhead primary line to a secondary terminal pole and transformer that will feed power to the new facility. To provide sufficient power to the new facility, the power provider is requesting a Right of Way Agreement to run their facilities to the new community center building.

Construction is expected to be completed Spring 2025.

COMMUNITY ENGAGEMENT: None applicable for the Right of Way request. However, this request is in support of on-going efforts and follows various Department of Parks, Recreation and Community Facilities (PRCF) presentations at public meetings that offered public comment. PRCF has a tremendous following and community support throughout the city in delivering quality services, programs and activities that encourages a healthy and sustainable lifestyle.

STRATEGIC INITATIVES AND OTHER GOVERNMENTAL: None

FISCAL IMPACT: None.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: July 28, 2025

CITY COUNCIL PUBLIC HEARING DATE: September 22, 2025

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing, and Transportation

AFFECTED AGENCIES: Public Utilities; Department of Parks, Recreation and Community Centers

RELATIONSHIP TO EXISTING ORD. OR RES.: None

ATTACHMENTS: WR# 10664434 – Plat Plan

Deed of Easement

Richmond Parcel Mapper Property Plan

STAFF:

Amira Albeitawi, Project Manager – Richmond AECOM Travis Wolf, AVP, Program Manager – Richmond AECOM

Chris Frelke, Director – Dept. of Parks, Recreation and Community Facilities (PRCF)

Gail Johnson, Director - DGS

Christopher Nizamis, Real Estate Manager – Real Estate Strategies/DED

THIS RIGHT OF WAY AGREEMENT, is made and en by and between the CITY OF RICHMOND ("GRANT ("GRANTEE").			
w ı	TNESSETH:		
1. That for and in consideration of the mutual of valuable consideration, the receipt and sufficiency of unto GRANTEE , its successors and assigns, a non-eight property described herein, for the purpose of circuits; for its own internal telephone and other it to the generation, distribution, and transmission of transmission facilities, and all equipment, accessor purpose of transmitting voice, text, data, internet and attachments of third parties; and for lighting p	whereof is hereby acknowners. Exclusive easement over of transmitting and distributed in ternal communication of electricity; for fiber opices and appurtenances services, and other communications.	owledged, GRANT or, under, through, under, through, untributing electric purposes directly otic cables, wires, and desirable in connemunications services.	OR grants and conveys upon, above and across power by one or more related to or incidental attachments, and other ction therewith, for the ces, including the wires
1.1 to lay, construct, operate and maintain without limitation, one or more lighting support determine, and all wires, conduits, cables, transhandholes, connection boxes, accessories and app	s and lighting fixtures nsformers, transformer	as GRANTEE m enclosures, cond	ay from time to time crete pads, manholes,
2. The easement granted herein shall be thirty situated in the city of Richmond, Virginia, as more 9/3/2024, attached to and made a part of this Righ easement being shown in broken lines on said Plate description thereof.	fully described on Plat(nt of Way Agreement; t	s) Numbered 06-2 he location of the	4-0133, dated boundaries of said
3. All facilities constructed hereunder shall reminspect, reconstruct, remove, repair, improve, a including but not limited to the airspace above thalterations, substitutions, additions to or extensionadvisable.	nd relocate such faciline property controlled	ities on and withi by GRANTOR , and	n the easement area, d make such changes,
4. GRANTEE shall have the right to keep the undergrowth and other obstructions which would including, without limitation, the right to trim, to inside and outside the boundaries of the easeme facilities. All trees and limbs cut by GRANTEE sh trimming, cutting and removing trees, the Grant it may be amended, and provide prior written not City Division of Urban Forestry. Grantee shall fol National Standards Institute (ANSI) and best massociety of Arboriculture (ISA).	d interfere with its exe op, retrim, re-top, cut ent that may endanger all remain the propert tee shall comply with to tice, minimum thirty llow accepted industry	ercise of the rights and keep clear ar r the safe and pro y of GRANTOR. Ir the Code of the Ci (30) days when p r standards put fo	granted hereunder, ny trees or brush per operation of its maintaining, ty of Richmond, as racticable, to the rth by the American
This Document Prepared by	and sh	ould be returned	to:
Initials:			
(Page 1 of 6 Pages)			

(Page 1 of 6 Pages)
DEVID No(s). 06-24-0133
ParcelID: E0000703001
FormNo.728493-1(Dec2021)

- 5. For the purpose of exercising the right granted herein, GRANTEE shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, GRANTEE shall have such right of ingress and egress over the lands of GRANTOR adjacent to the easement. GRANTEE shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.
- 6. GRANTEE shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to GRANTEE's rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay GRANTOR, at GRANTEE's option, for other damage done to GRANTOR's property inside the boundaries of the easement (subject, however, to GRANTEE's rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by GRANTEE in the process of the construction, inspection, and maintenance of GRANTEE's facilities, or in the exercise of its right of ingress and egress; provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after such damage occurs. GRANTOR shall deliver such notice to GRANTEE at the following address:

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with GRANTEE's exercise of any of its rights hereunder. GRANTOR shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, GRANTOR may construct on the easement fences, landscaping (subject, however, to GRANTEE's rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with GRANTEE's exercise of any of its rights granted hereunder. In the event such use does interfere with GRANTEE's exercise of any of its rights granted hereunder, GRANTEE may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by GRANTOR and acceptable to GRANTEE. In the event any such facilities are so relocated, GRANTOR, subject to all necessary approvals, the appropriation of funds by Richmond City Council (the "Council"), any applicable terms of City of Richmond Ordinance No. 2024-009, and other applicable law, shall reimburse GRANTEE for the cost thereof and convey to GRANTEE an equivalent easement at the new site. Notwithstanding the above, where such relocation is due to any of the causes described in Section 2(b) of City of Richmond Ordinance No. 2024-009 (the "Ordinance"), responsibility for the cost of such relocation shall be governed by the Ordinance.

- 8. GRANTEE'S right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of GRANTEE'S obligations as a public service company or such other obligations as may be related to or incidental to GRANTEE'S stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.
- 9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by GRANTOR contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.
- 10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.
- 11. GRANTOR hereby represents to GRANTEE that, to the best of GRANTOR'S knowledge, (a) GRANTOR is seized of and has the right to convey this easement and the rights and privileges granted hereunder; and (b) GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
- 12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that they have been duly authorized to execute this easement on behalf of said GRANTOR.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

[SIGNATURES ON FOLLOWING PAGE]

Initials:		

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

	CITY OF RICHMOND:
	Ву:
	Title:
State of	
County/City of	, to wit:
Ι,	, a Notary Public in and for the State of Virginia at Large,
do hereby certify that this day pe	ersonally appeared before me in my jurisdiction aforesaid
(Name of officer or agent)	,, on behalf of
(Name of officer or agent)	(Title of officer or agent)
County, Virginia, whose name is s	signed to the foregoing writing dated thisday of
,, a	and acknowledged the same before me.
Given under my hand	·
Notary Public (Print Name)	Notary Name (Signature)
Virginia Notary Reg. No	My Commission Expires:
APPROVED AS TO FORM:	
Ву:	
Title: Sr. Assistant City Attorne	:y

Exhibit A

THIS	RIGHT OF WAY AGREEMENT dated	,, by and between the
	OF RICHMOND, a municipal corporation and polited ANTOR "), and	
1.	forty (40) years, except for any air rights toget granted hereunder, in which case such air right	s together with easements for columns for s. At the end of any such term, this Right of Way
2.	Unless stated otherwise in those terms concern Section 7 of this Right of Way Agreement, in th Agreement, or then GRANTOR agrees that it wand facilities, and, if appropriate, the cost of resuch termination of this Right of Way Agreemen needed by GRANTEE , a suitable substitute easherein for GRANTEE 's wires and facilities. In the revoked or terminated, all facilities constructed GRANTEE .	ill pay the cost of removing GRANTEE 's wires blacing GRANTEE 's wires and facilities. Upon at, GRANTOR agrees to provide GRANTEE , if ement subject to the same terms provided for e event that this Right of Way Agreement is
3.	of this Right of Way Agreement, a condition of s	his Right of Way Agreement before the expiration uch transfer shall be conveyance of a reasonably are permitted by law. If such permanent easemen nted by this Right of Way Agreement, an ayment to GRANTEE for the reasonable cost of
4.	will be bound under this Right of Way Agreeme which may hereafter become available for the p circumstances shall GRANTOR 's total liability u	nd City Council, all necessary approvals, and ween GRANTEE and GRANTOR that GRANTOR nt only to the extent of the funds available or urpose of this Right of Way Agreement. Under no
	GRANTOR (CITY C	OF RICHMOND):
	Ву:	

OWNER INITIALS	Right of Way Boundary	= 무 Indicates Property Line is	Location of Right of Way Boundary	LEGEND							
	Date 9.3.2024	Work Request Number 10664434	County/City City of Richmond	Region Central		A	Roge	is St			
	By Calvin Fowler	DEVID No. 06-24-0133		Local Office E. Richmond	Parcel ID:E	City of Richmond Parks					
		Scale Not to Scale	Grid Number H0202	State VA	000070300	hmond Pai	٦		. /	1421 R	N/F Ross Mi
Page 5 of 5	Dominion Energy virginia	doing business as	VIRGINIA ELECTRIC AND POWER COMPANY	PLAT TO ACCOMPANY)1	rks & Recreation				Rogers St el ID:E0000771018	chael K
				он/ис						- 2 -	

Property: 1925 U St Parcel ID: E0000703001

Parcel

Street Address: 1925 U St Richmond, VA 23223-

Alternate Street Addresses: 1415 Rogers St

Owner: CITY OF RICHMOND RECREATION & PARKS Mailing Address: 1209 ADMIRAL ST, RICHMOND, VA 23220

Subdivision Name: NONE

Parent Parcel ID:

Assessment Area: 332 - East End - Fairmont/Creighton
Property Class: 105 - R Park/Playground/Cmn Area
Zoning District: R-6 - Residential (Single Family Attached)

Exemption Code: 106 - Parks & Recreation

Current Assessment

Effective Date: 01/01/2024 Land Value: \$304,000

Improvement Value: \$157,000 Total Value: \$461,000

Area Tax: \$0

Special Assessment District: None

Land Description

Parcel Square Feet: 196020

Acreage: 4.5

Property Description 1: WILLIAM H PARKER MEMORIAL PARK
Property Description 2: 0263.68X0495.00 IRG0004.500 AC
State Plane Coords(?): X= 11797624.500003 Y= 3723717.949887

Latitude: 37.54539886 , Longitude: -77.41483568

Description

Land Type: Homesite

Topology:
Front Size: 263
Rear Size: 495
Parcel Square Feet: 196020

Acreage: 4.5

Property Description 1: WILLIAM H PARKER MEMORIAL PARK Property Description 2: 0263.68X0495.00 IRG0004.500 AC

Subdivision Name: NONE

State Plane Coords(?): X= 11797624.500003 Y= 3723717.949887

Latitude: 37,54539886 , Longitude: -77.41483568

Other

Street improvement:

Sidewalk:

Assessments

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2025	\$304,000	\$157,000	\$461,000	Reassessment
2024	\$304,000	\$157,000	\$461,000	Reassessment
2023	\$304,000	\$157,000	\$461,000	Reassessment
2022	\$304,000	\$144,000	\$448,000	Reassessment
2021	\$304,000	\$145,000	\$449,000	Reassessment
2020	\$304,000	\$145,000	\$449,000	Reassessment
2019	\$303,000	\$80,000	\$383,000	Reassessment
2018	\$303,000	\$142,000	\$445,000	Reassessment
2017	\$303,000	\$141,000	\$444,000	Reassessment
2016	\$303,000	\$141,000	\$444,000	Reassessment
2015	\$303,000	\$141,000	\$444,000	Reassessment
2014	\$303,000	\$102,000	\$405,000	Reassessment
2013	\$303,000	\$93,000	\$396,000	Reassessment
2012	\$303,000	\$93,000	\$396,000	Reassessment
2011	\$303,000	\$93,000	\$396,000	CarryOver
2010	\$303,000	\$93,000	\$396,000	Reassessment
2009	\$303,000	\$93,000	\$396,000	Reassessment
2008	\$303,000	\$93,000	\$396,000	Reassessment
2007	\$294,000	\$90,000	\$384,000	Reassessment
2006	\$114,800	\$88,200	\$203,000	Reassessment
2005	\$109,300	\$84,000	\$193,300	Reassessment

Transfers

- 1.7						
	Transfer Date	Consideration Amount	Grantor Name	Deed Reference	Verified Market Sale Description	
- 110						

Planning

Master Plan Future Land Use: OS

Zoning District: R-6 - Residential (Single Family Attached)

Planning District: East Traffic Zone: 1035

City Neighborhood Code: BRAR City Neighborhood Name: Brauers

Civic Code: 1190

Civic Association Name: Fairmount Neighborhood

Subdivision Name: NONE

City Old and Historic District:
National historic District:
Neighborhoods in Bloom:

Redevelopment Conservation Area:

Economic Development

Care Area: Enterprise Zone:

Environment

100 YEAR Flood Plain Flag: Contact the Water Resources Division at 646-7586.

500 YEAR Flood Plain Flag: N

Resource Protection Flag: Contact the Water Resources Division at 646-7586.

Wetland Flag: N

Census

Census Year	Block	Block Group	Tract
2000	1006	0204001	020400
1990	108	0204001	020400

Schools Elementary School: Woodville Middle School: Martin Luther King Jr High School: Armstrong **Public Safety** Police Precinct: 1 Police Sector: 113 Fire District: 11 Dispatch Zone: 103A **Public Works Schedules** Street Sweep: TBD Leaf Collection: TBD Refuse Collection: Thursday **Bulk Collection: TBD Government Districts** Council District: 7 Council District for 2025 (Current Election): 7 Voter Precinct: 702 State House District: 79

> State Senate District: 14 Congressional District: 4

Extension 1 Details

Extension Name: C01 -

Year Built: 1980

Stories: 1

Units: 0

Number Of Rooms: 0

Number Of Bed Rooms: 0

Number Of Full Baths: 0

Number Of Half Baths: 0

Condition: fair for age

Foundation Type:

1st Predominant Exterior:

2nd Predominant Exterior: N/A

Roof Style: 1

Roof Material:

Interior Wall:

Floor Finish:

Heating Type: 525 sf

Central Air: N

Basement Garage Car #: 0

Fireplace: N

Building Description (Out Building and Yard Items): Light Pole, Residential Gazebo, Paving, Tennis

Courts - Deluxe

Extension 1 Dimensions

Finished Living Area: 525 Sqft

Attic: 0 Sqft

Finished Attic: 0 Sqft

Basement: 0 Sqft

Basement: 0 oqt

Finished Basement: 0 Sqft

Attached Garage: 0 Sqft

Detached Garage: 0 Sqft

Attached Carport: 0 Sqft

Enclosed Porch: 0 Sqft

Open Porch: 0 Sqft

Speri ordin o oqu

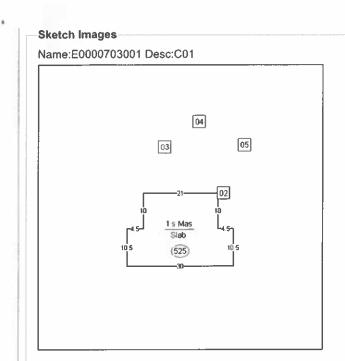
Deck: 0 Sqft

Property Images

Name:E0000703001 Desc:C01

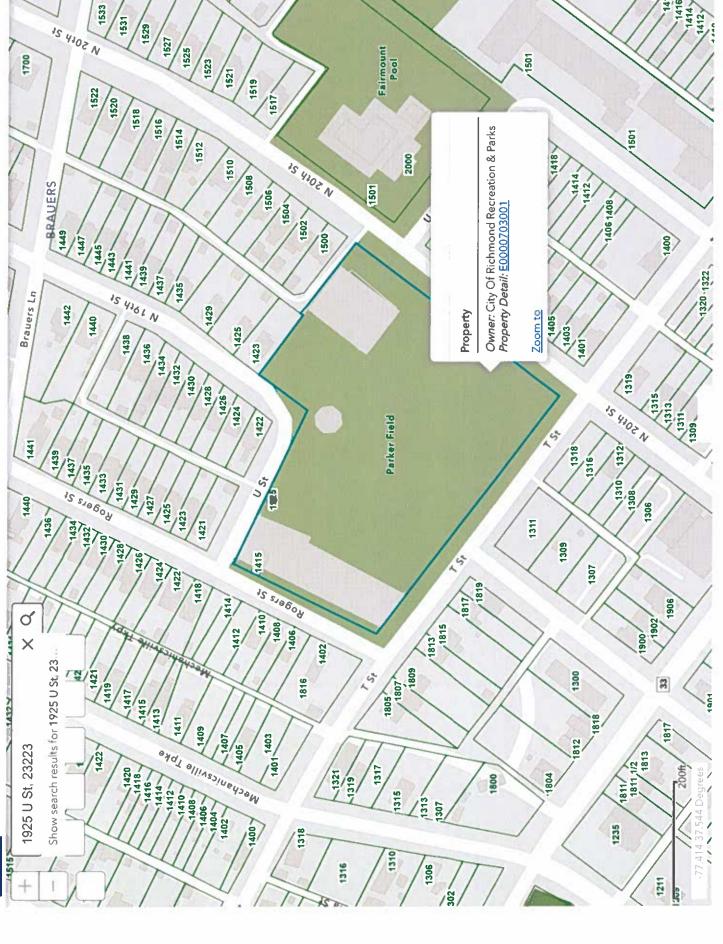


Click here for Larger Image



Brauers

1701



1602

SPUZZN

150;

1500

OWNER INITIALS	LEGEND Location of Right of Way Boundary Indicates Property Line is Right of Way Boundary			LEGEND									
	Date 9.3.2024	Work Request Number 10664434	County/City City of Richmond	Region Central		R	R096	ers St					
	By Calvin Fowler	DEVID No. 06-24-0133		Local Office E. Richmond	Parcel ID:E0000703001	City of Richmond Parks			6.		7		
		Scale Not to Scale	Grid Number H0202	State VA	000070300	hmond Par		30'	657	\\$\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\		1421 Ro Parcel II	N/F
Page 5 of 5	PLAT TO ACCOMPANY RIGHT OF WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia					ks & Recreation						1421 Rogers St Parcel ID:E0000771018	
				он/ис									-