INTRODUCED: July 28, 2025

AN ORDINANCE No. 2025-184

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 Thomas B. Smith Community Center and located at 2009 Ruffin Road 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:	NOES:	ABSTAIN:
ADOPTED:	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 Thomas B. Smith Community Center located at 2009 Ruffin Road 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:
- § 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 Thomas B. Smith Community Center located at 2009 Ruffin Road and identified as Tax Parcel No. S008-0601/007 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 I 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.

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: June 10, 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 2009 Ruffin Road for the construction, maintenance, and operation

of improvements and associated appurtenances for the generation, distribution and transmission of electricity in support of a City-administered construction project known

as the Thomas B. Smith Community Center.

ORD. OR RES No.	

PURPOSE: 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 at 2009 Ruffin Road and known as the Thomas B. Smith Community Center 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: Thomas B. Smith Community Center is located in the south side of the City at 2009 Ruffin Road (Parcel ID No. S0080601007) & 2015 Ruffin Road (Parcel ID No. S0080601006). Work is underway to renovate and revamp the Community Center. The \$20 million project, funded largely by the Federal American Rescue Plan Act, will bring new life to the community center and the adjacent playground and athletic courts.

The new 30,000 square foot building is designed to elevate the community, with a focus centered on sports and health. Featuring both indoor and outdoor basketball courts, an elevated indoor walking track, multipurpose sports field, outdoor splash pad and playground. The space is designed to be functional and attractive with additional amenities including a teaching kitchen, community board room, walking trail with native grass meadows, a community food forest and open space with tree planting contributing to the park-like setting. Recently through a grant fund, solar power has been added and will feature a roof mounted solar array system that will help in providing power to the building.

The new community center building requires the power provider to upgrade the existing power pole 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 Ruffin Road, install a new pole and bore underneath Ruffin Road to extend QTY (2) 6-inch conduits approximate 330 feet to a new 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# 10665259 - 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 e by and between the CITY OF RICHMOND ("GRAN ("GRANTEE").	ntered into as of this ITOR") and	day of	, 2024,
w	ITNESSETH:		
1. That for and in consideration of the mutual valuable consideration, the receipt and sufficiency unto GRANTEE , its successors and assigns, a non-the property described herein, for the purpose circuits; for its own internal telephone and other to the generation, distribution, and transmission transmission facilities, and all equipment, accessor purpose of transmitting voice, text, data, internet and attachments of third parties; and for lighting	whereof is hereby acknown whereof is hereby acknown control of transmitting and distinternal communication of electricity; for fiber operies and appurtenances as services, and other control of the cont	owledged, GRAN r, under, through, stributing electric purposes directly otic cables, wires, desirable in conn nmunications serv	ror grants and conveys upon, above and across power by one or more related to or incidental attachments, and other ection therewith, for the rices, including the wires
1.1 to lay, construct, operate and maintai without limitation, one or more lighting support determine, and all wires, conduits, cables, trahandholes, connection boxes, accessories and ap	rts and lighting fixtures ansformers, transformer	s as GRANTEE r r enclosures, cor	may from time to time acrete pads, manholes,
2. The easement granted herein shall be of vain the city of Richmond, Virginia, as more fully de attached to and made a part of this Right of Way being shown in broken lines on said Plat(s), refere thereof.	scribed on Plat(s) Numb Agreement; the locatior	ered 05-24-0059, of the boundarie	dated 5/30/2024, s of said easement
3. All facilities constructed hereunder shall reinspect, reconstruct, remove, repair, improve, including but not limited to the airspace above alterations, substitutions, additions to or extens advisable.	and relocate such facil the property controlled	ities on and with by GRANTOR , as	nin the easement area, and make such changes,
4. GRANTEE shall have the right to keep the undergrowth and other obstructions which wou including, without limitation, the right to trim, inside and outside the boundaries of the easemfacilities. All trees and limbs cut by GRANTEE strimming, cutting and removing trees, the Granit may be amended, and provide prior written ricity Division of Urban Forestry. Grantee shall for National Standards Institute (ANSI) and best missing Society of Arboriculture (ISA).	Id interfere with its exectop, retrim, re-top, cut nent that may endange hall remain the propert ntee shall comply with notice, minimum thirty ollow accepted industry	ercise of the right and keep clear a r the safe and pr cy of GRANTOR. I the Code of the ((30) days when r standards put fo	es granted hereunder, any trees or brush oper operation of its in maintaining, City of Richmond, as practicable, to the orth by the American
This Document Prepared by	and sh	ould be returne	d to:
Initials:			
(Page 1 of 5 Pages)			

(Page 1 of 5 Pages) ParceIID: 05-24-0059 FormNo.728493-1(Dec 2021)

- 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.

Initials:		

- 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:		
mulais.		

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:
I,	, 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
	,, on behalf of
(Name of officer or agent)	(Title of officer or agent)
County, Virginia, whose name is	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:	
By:	

(Page 4 of 5 Pages) ParcelID: 05-24-0059 FormNo.728493-3 (Dec 2021)

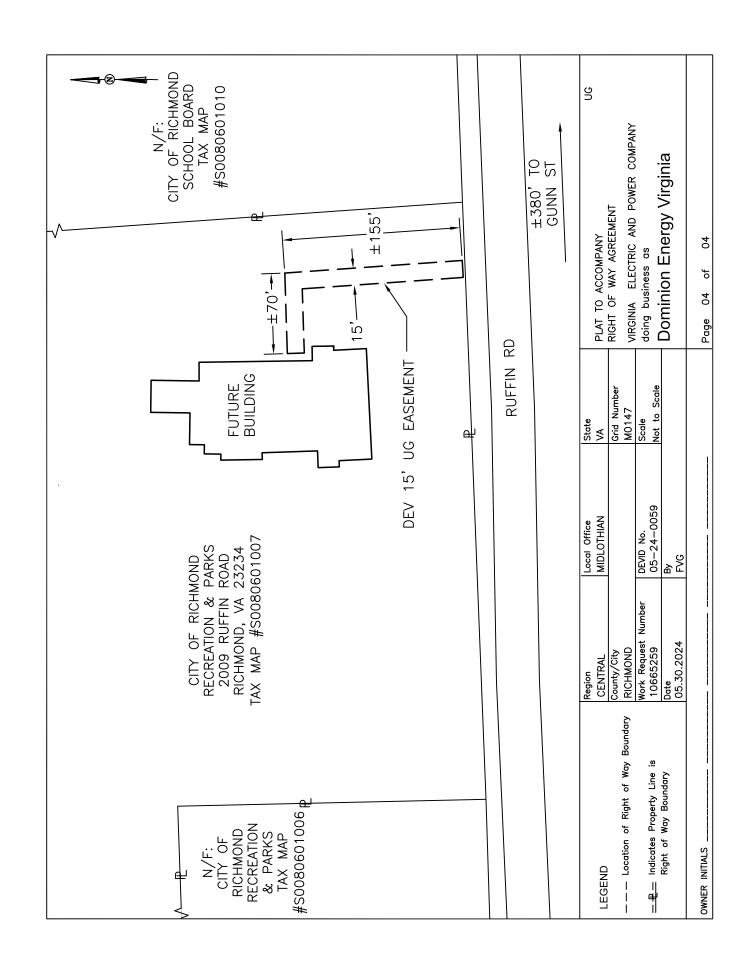
Title: Sr. Assistant City Attorney

Exhibit A

THIS	RIGHT OF WAY AGREEMENT dated	,, by and between the
	OF RICHMOND, a municipal corporation and po	litical subdivision of the Commonwealth of Virginia _ (" GRANTEE ") is hereby amended as follows:
1.	forty (40) years, except for any air rights toge granted hereunder, in which case such air righ support shall exist for a term of sixty (60) yea	
2.	Section 7 of this Right of Way Agreement, in t Agreement, or then GRANTOR agrees that it and facilities, and, if appropriate, the cost of re such termination of this Right of Way Agreeme	will pay the cost of removing GRANTEE 's wires eplacing GRANTEE 's wires and facilities. Upon ent, GRANTOR agrees to provide GRANTEE , if sement subject to the same terms provided for the event that this Right of Way Agreement is
3.	of this Right of Way Agreement, a condition of suitable permanent easement to GRANTEE wh is not in the same location as the easement gr	this Right of Way Agreement before the expiration such transfer shall be conveyance of a reasonably here permitted by law. If such permanent easement anted by this Right of Way Agreement, an ayment to GRANTEE for the reasonable cost of
4.	will be bound under this Right of Way Agreem which may hereafter become available for the circumstances shall GRANTOR 's total liability	ond City Council, all necessary approvals, and tween GRANTEE and GRANTOR that GRANTOR ent only to the extent of the funds available or purpose of this Right of Way Agreement. Under no under this Right of Way Agreement exceed the council for the payments under this Right of Way
	GRANTOR (CITY	OF RICHMOND):
	Ву:	

(Page 5 of 5 Pages) ParcelID: 05-24-0059

Form No. 728558 (Aug 2019)



Property: 2009 Ruffin Road Parcel ID: S0080601007

Parcel

Street Address: 2009 Ruffin Road Richmond, VA 23234-

Owner: CITY OF RICHMOND RECREATION & PARKS

Mailing Address: 1209 ADMIRAL ST, RICHMOND, VA 23220

Subdivision Name: NONE

Parent Parcel ID:

Assessment Area: 360 - Davee Gardens/Castlewood/Summerhill

Property Class: 105 - R Park/Playground/Cmn Area Zoning District: R-4 - Residential (Single Family)
Exemption Code: 106 - Parks & Recreation

Current Assessment

Effective Date: 01/01/2024 Land Value: \$590,000

Improvement Value: \$7,000

Total Value: \$597,000

Area Tax: \$0

Special Assessment District: None

Land Description

Parcel Square Feet: 334489.25

Acreage: 7.679

Property Description 1: 0450.64X0570.00 IRG0000.000

State Plane Coords(?): X= 11791697.000003 Y= 3700249.614356

Latitude: 37.47987809 , Longitude: -77.43556077

Description

Land Type: Homesite

Topology: Front Size: 450 Rear Size: 570

Parcel Square Feet: 334489.25

Acreage: 7.679

Property Description 1: 0450.64X0570.00 IRG0000.000

Subdivision Name: NONE

State Plane Coords(?): X= 11791697.000003 Y= 3700249.614356

Latitude: 37.47987809, Longitude: -77.43556077

Other

Street improvement:

Sidewalk:

Assessments

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2024	\$590,000	\$7,000	\$597,000	Reassessment
2023	\$590,000	\$7,000	\$597,000	Reassessment
2022	\$590,000	\$7,000	\$597,000	Reassessment
2021	\$590,000	\$7,000	\$597,000	Reassessment
2020	\$590,000	\$7,000	\$597,000	Reassessment
2019	\$590,000	\$7,000	\$597,000	Reassessment
2018	\$590,000	\$7,000	\$597,000	Reassessment
2017	\$590,000	\$7,000	\$597,000	Reassessment
2016	\$590,000	\$7,000	\$597,000	Reassessment
2015	\$590,000	\$7,000	\$597,000	Reassessment
2014	\$590,000	\$7,000	\$597,000	Reassessment
2013	\$590,000	\$7,000	\$597,000	Reassessment
2012	\$590,000	\$7,000	\$597,000	Reassessment
2011	\$590,000	\$7,000	\$597,000	CarryOver
2010	\$590,000	\$7,000	\$597,000	Reassessment
2009	\$590,100	\$7,000	\$597,100	Reassessment
2008	\$590,100	\$7,000	\$597,100	Reassessment
2007	\$562,000	\$7,000	\$569,000	Reassessment
2006	\$165,400	\$7,000	\$172,400	Reassessment
2005	\$157,500	\$6,700	\$164,200	Reassessment

Transfers

Цĸ					
Ш	Transfer Date	Consideration Amount	Grantor Name	Deed Reference	Verified Market Sale Description
-11					

Planning

Master Plan Future Land Use: OS

Zoning District: R-4 - Residential (Single Family)

Planning District: Broad Rock

Traffic Zone: 1211

City Neighborhood Code: DVGD

City Neighborhood Name: Davee Gardens

Civic Code:

Civic Association Name:

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	1003	0608001	060800
1990	104	0608981	060898

Schools

Elementary School: Broad Rock
Middle School: Boushall

High School: Wythe

Public Safety

Police Precinct: 2
Police Sector: 213
Fire District: 21
Dispatch Zone: 136A

Public Works Schedules

Street Sweep: TBD Leaf Collection: TBD Refuse Collection: Thursday

Bulk Collection: TBD

Government Districts

Council District: 8
Voter Precinct: 806
State House District: 79
State Senate District: 15
Congressional District: 4

Extension 1 Details

Extension Name: C01 -

Year Built: 1900

Stories: 0

Units: 0

Number Of Rooms: 0

Number Of Bed Rooms: 0

Number Of Full Baths: 0

Number Of Half Baths: 0

Condition: normal for age

Foundation Type:

1st Predominant Exterior:

2nd Predominant Exterior: N/A

Roof Style:

Roof Material:

Interior Wall:

Floor Finish:

Heating Type:

Central Air: N

Basement Garage Car #: 0

Fireplace: N

Building Description (Out Building and Miscellaneous

Yard Items):

Extension 1 Dimensions

Finished Living Area: 0 Sqft

Attic: 0 Sqft

Finished Attic: 0 Sqft

Basement: 0 Sqft

Finished Basement: 0 Sqft

Attached Garage: 0 Sqft

Detached Garage: 0 Sqft

Attached Carport: 0 Sqft

Enclosed Porch: 0 Sqft

Open Porch: 0 Sqft

Deck: 0 Sqft

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