

INTRODUCED: July 28, 2025

AN ORDINANCE No. 2025-186

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 St. Mary’s Hospital located at 5801 Monument Avenue 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, §§ 15.2-2100-15.2-2108.1:1 of the Code of Virginia (1950), as amended, an easement upon, over, under, and across certain property known as St. Mary's Hospital located at 5801 Monument Avenue 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 St. Mary's Hospital located at 5801 Monument Avenue and identified as Parcel ID No. 769-737-2581 in the 2025 records Finance Department, Real Estate Assessment Division for the County of Henrico 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 1 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 11, 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 – Department of General Services

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

RE: Proposed easement at 5801 Monument Avenue for the construction, maintenance, and operation of improvements and associated appurtenances for the generation, distribution and transmission of electricity in support of a project known as a new service request for St. Mary's Hospital.

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 City-owned property located at 5801 Monument Avenue and known as St. Mary's Hospital 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: St. Mary's Hospital is located in Henrico County and is adjacent to a City-owned parcel located at 5801 Monument Ave. (Parcel ID No. GPIN: 769-737-2581). Work is being planned to install new electrical service to renovate and update the hospital efficiencies relating to their fire suppression system.

This upgrade will require the provider to install an underground primary cable beginning at an existing pole located on 5850 Bremono Road and extend underground and under Bremono Road, continuing along Monument Avenue on the property owned by the City of Richmond to Libbie Avenue where the underground cable will take a 90 degree turn and extend onto the hospital property (5811 Bremono Road) to the new meter for a fire pump.

The provider will need to install a 6-inch conduit along the length of the City-owned parcel located at 5801 Monument Ave.

Construction is expected to be commence in the Summer 2025.

COMMUNITY ENGAGEMENT: None

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: Legal Department and the Department of General Services

RELATIONSHIP TO EXISTING ORD. OR RES.: None

ATTACHMENTS: Various Plat Plans (showing pathway location)
Deed of Easement
Henrico County Parcel Mapper Property ID & Site Plan

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

Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this ____ day of _____, 2025__, by and between the CITY OF RICHMOND ("**GRANTOR**") and _____, ("**GRANTEE**").

W I T N E S S E T H:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, a non-exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for lighting purposes; including but not limited to the rights:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith.

2. The easement granted herein shall extend FIFTEEN (15') feet in width across the lands of **GRANTOR** situated in Henrico County, Virginia, as more fully described on Plat(s) Numbered 00-24-0311, dated 12/17/2024, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, and relocate such facilities on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, PO Box 26666, Richmond, VA 23261 ATTN: Right of Way 11-N.

Initials: _____

(Page 1 of 6 Pages)

DEVID No(s). 00-24-0311

Parcel ID: 769-737-2581

FormNo.728493-1(Dec2021)

Right of Way Agreement

4. GRANTEE shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, re-top, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by GRANTEE shall remain the property of GRANTOR. In maintaining, trimming, cutting and removing trees, the Grantee shall comply with the Code of the City of Richmond, as it may be amended (see Section 14), and provide prior notice, minimum thirty (30) days when practicable, to the City Division of Urban Forestry. Grantee shall follow accepted industry standards put forth by the American National Standards Institute (ANSI) and best management practices that are endorsed by the International Society of Arboriculture (ISA).

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.

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: _____

Right of Way Agreement

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.

Initials: _____

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.

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.

APPROVED AS TO FORM:

CITY OF RICHMOND

By: Bonnie M. Arley

By: _____

Title: Deputy City Attorney

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 personally 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 this _____ day of

_____, _____, and acknowledged the same before me.

Given under my hand _____, _____.

Notary Public (Print Name)

Notary Name (Signature)

Virginia Notary Reg. No. _____

My Commission Expires: _____

Right of Way Agreement

Exhibit A

THIS RIGHT OF WAY AGREEMENT dated _____, 2025, by and between the CITY OF RICHMOND, a municipal corporation and political subdivision of the Commonwealth of Virginia ("**GRANTOR**"), and _____ ("**GRANTEE**") is hereby amended as follows:

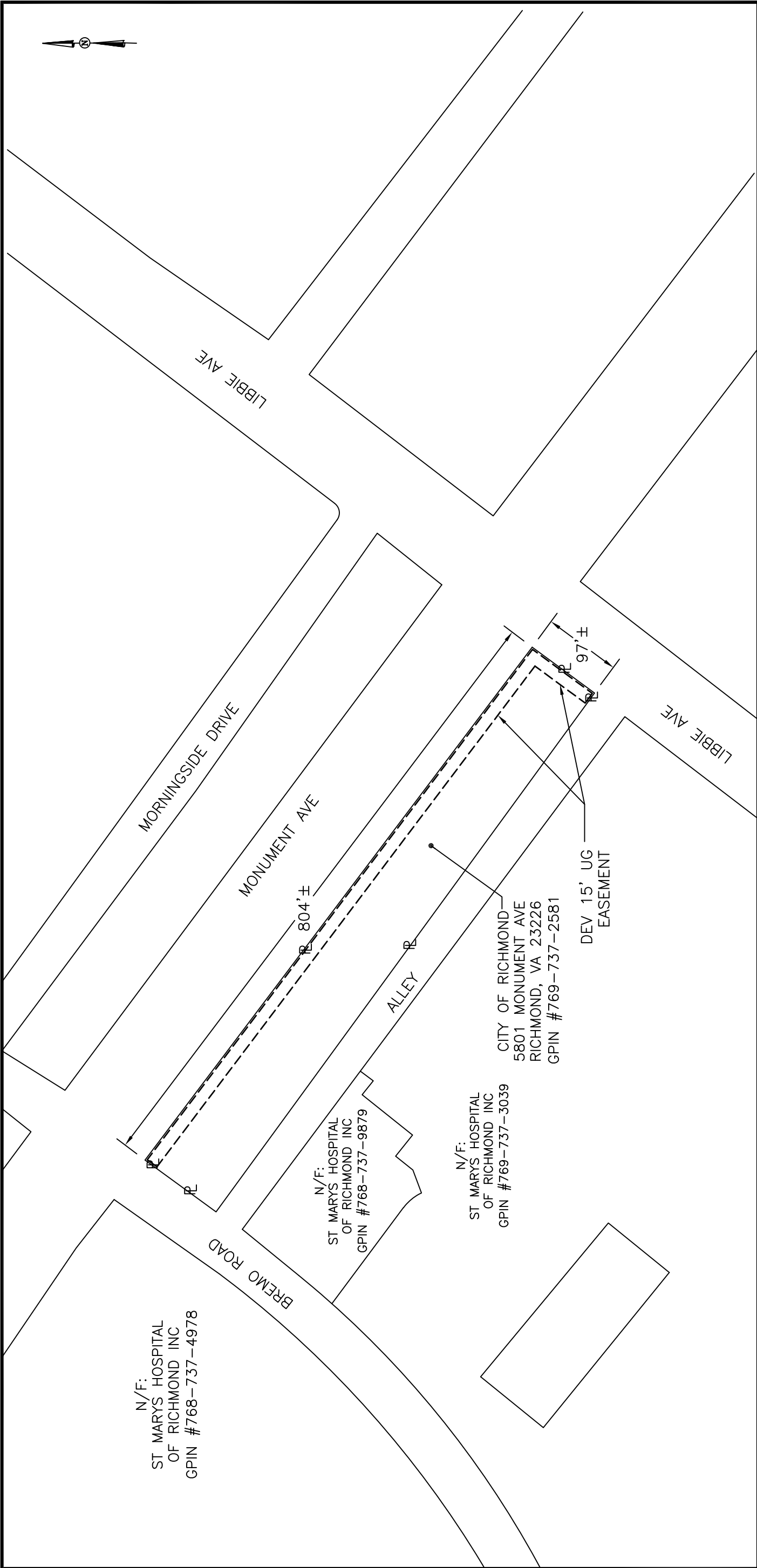
1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any such term, this Right of Way Agreement shall expire unless **GRANTOR** agrees to renew this Right of Way Agreement for an additional term of years.
2. Unless stated otherwise in those terms concerning relocation of **GRANTEE**'s facilities set forth in Section 7 of this Right of Way Agreement, in the event that GRANTOR terminates this Agreement, or then **GRANTOR** agrees that it will pay the cost of removing **GRANTEE**'s wires and facilities, and, if appropriate, the cost of replacing **GRANTEE**'s wires and facilities. Upon such termination of this Right of Way Agreement, **GRANTOR** agrees to provide **GRANTEE**, if needed by **GRANTEE**, a suitable substitute easement subject to the same terms provided for herein for **GRANTEE**'s wires and facilities. In the event that this Right of Way Agreement is revoked or terminated, all facilities constructed hereunder shall remain the property of **GRANTEE**.
3. **GRANTOR** covenants that in the event **GRANTOR transfers** the real property on which **GRANTEE**'s wires and facilities are located by this Right of Way Agreement before the expiration of this Right of Way Agreement, a condition of such transfer shall be conveyance of a reasonably suitable permanent easement to **GRANTEE** where permitted by law. If such permanent easement is not in the same location as the easement granted by this Right of Way Agreement, an additional condition of such transfer shall be payment to **GRANTEE** for the reasonable cost of relocating **GRANTEE**'s wires and facilities to the permanent easement.
4. All payments and other performances by **GRANTOR** under this Right of Way Agreement are subject to annual appropriations by the Richmond City Council, all necessary approvals, and applicable law. It is understood and agreed between **GRANTEE** and **GRANTOR** that **GRANTOR** will be bound under this Right of Way Agreement only to the extent of the funds available or which may hereafter become available for the purpose of this Right of Way Agreement. Under no circumstances shall **GRANTOR**'s total liability under this Right of Way Agreement exceed the total amount of funds appropriated by the City Council for the payments under this Right of Way Agreement for the performance of **GRANTOR**.

GRANTOR:

a municipal corporation and political subdivision of the Commonwealth of Virginia

By: _____

Its: _____



LEGEND		Region	Local Office	State	PLAT TO ACCOMPANY RIGHT OF WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia	UG
---		CENTRAL	RICHMOND/ W. BROAD	VA		
		County/City		Grid Number		
		HENRICO CO		G2304		
		Work Request Number	DEVID No.	Scale		
=P= Indicates Property Line is Right of Way Boundary		10736228	00-24-0311	Not to Scale		
		Date	By			
		12.17.2024	FVG			
OWNER INITIALS					Page 04 of 04	



COUNTY OF HENRICO - FINANCE DEPARTMENT
REAL ESTATE ASSESSMENT DIVISION

Address: 4301 E. Parham Rd.
Henrico, VA 23273-2745
Phone: 804-501-4300
Fax: 804-501-5420

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Base Information

Parcel ID	769-737-2581	Parcel Address	5801 MONUMENT AVE
Vision PID #	53816	Appraiser	Z
State Code	Exempt Local	Neighborhood	2E025
Use Code	023 Vacant < 5 Acres	Acreage	
Tax Type	Exempt	Owner (Jan 1)	CITY OF RICHMOND
Zoning	R-3	Owner (Cur)	CITY OF RICHMOND
Tax Dist	Regular	Mailing Address	
Magisterial	Brookland		900 E BROAD ST ROOM 300
Subdivision	Acreage		RICHMOND VA
Section		Zip	23219-1907
Block		Old Map #	01150A0000 0001B
Lot	1.61 acres	Pre 1992 Map #	94 B2 23
		Map Page #	177

Last 5 Transfers

Sale Date	Sale Price	Deed Book	Page	Sale Comment	Previous Owner
09/19/1923	\$0	225A	0273		

Last 5 Assessments

Year	Date	Land	Land Use	Improvements	Total
2024	01/24/2024	\$90,300		\$0	\$90,300
2023	01/30/2023	\$85,500		\$0	\$85,500
2022	01/31/2022	\$76,000		\$0	\$76,000
2021	01/28/2021	\$76,000		\$0	\$76,000
2020	01/29/2020	\$57,000		\$0	\$57,000

Land Information

Type	# Units	Unit Type	Sqft	Zoning
G4	1	UT	0	R-3

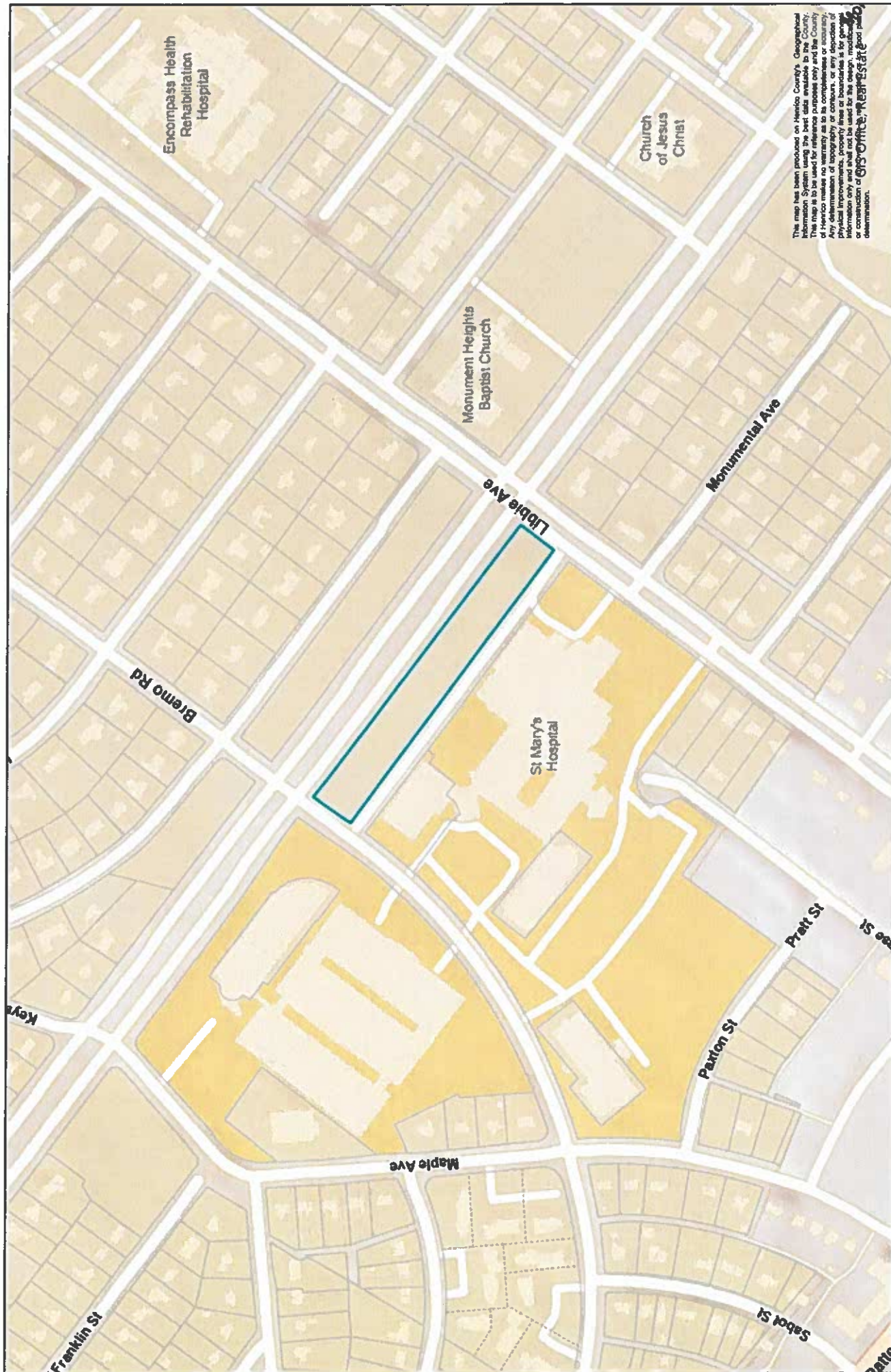
Notes

1 1.84 AC -TO- 94-B2-61

Image



Last Photo Update 02/15/2012



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Henrico GIS

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1/15/2005



