

INTRODUCED: March 11, 2024

AN ORDINANCE No. 2024-075

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a License Agreement between the Capital Region Land Conservancy, Inc., as licensor, and the City of Richmond, as licensee, for the purpose of granting the City of Richmond access to the portion of the Richmond Slave Trail located on the property known as 1401 Brander Street in the city of Richmond to make certain improvements.

Patron – Mayor Stoney, Ms. Newbille, Ms. Robertson and Vice President Lambert

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAR 25 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a License Agreement between the Capital Region Land Conservancy, Inc., as licensor, and the City of Richmond, as licensee, for the purpose of granting the City of Richmond access to the portion of the Richmond Slave Trail located on the property known as 1401 Brander Street in the city of Richmond to make certain improvements. The

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: MAR 25 2024 REJECTED: _____ STRICKEN: _____

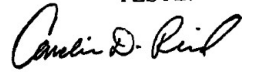
License Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

APPROVED AS TO FORM:

City Attorney's Office

A TRUE COPY:
TESTE:



City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-0148

File ID: Admin-2024-0148

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 4

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 02/15/2024

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 03/11/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2024-0148_Attachment 1 - 1401 Brander Street
- Access Agreement w Exhibit, Admin-2024-0148_WD
- Agmt - Brander St Slave Trail AATF

Enactment Number:

Contact:

Introduction Date:

Drafter: Wanda.Marable@richmondgov.com

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
4	1	2/15/2024	Chris Frelke	Approve	2/19/2024
4	2	2/16/2024	Traci DeShazor	Approve	2/19/2024
4	3	2/16/2024	Lincoln Saunders	Delegated	
Notes: Delegated: Out Of Office					
4	4	2/16/2024	Sabrina Joy-Hogg	Approve	2/20/2024
4	5	2/29/2024	Mayor Stoney	Approve	2/20/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2024-0148

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: February -14, 2024

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Saunders, Chief Administrative Officer

FROM: Christopher E. Frelke, Director of Parks, Recreation & Community Facilities

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER, FOR AND ON BEHALF OF THE CITY OF RICHMOND, TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CAPITAL REGION LAND CONSERVANCY, INC., AS LICENSOR, AND THE CITY OF RICHMOND, AS LICENSEE, FOR THE PURPOSE OF GRANTING THE CITY OF RICHMOND ACCESS TO THE PORTION OF THE RICHMOND SLAVE TRAIL LOCATED ON THE PROPERTY KNOWN AS 1401 BRANDER STREET IN THE CITY OF RICHMOND TO MAKE CERTAIN IMPROVEMENTS.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a License Agreement between the Capital Region Land Conservancy, Inc. (CRLC), as licensor, and the City of Richmond, as licensee, for the purpose of granting the City of Richmond access to the portion of the Richmond Slave Trail located on the property known as 1401 Brander Street in the city of Richmond to make certain improvements.

BACKGROUND: The Richmond Slave Trail is a 3-mile walking trail that chronicles the history of the trade in enslaved Africans to Virginia until 1808, and away from Virginia, especially Richmond, to other locations in the Americas until 1865. It begins at Manchester Docks (Ancarrow’s Landing), a port in the downriver slave trade that made Richmond the largest source of enslaved Africans on the east coast of the United States from 1830 to 1865. The trail follows a route along the south bank of the James River, crosses to the north side, then beside the reconciliation statue which commemorates the international triangular slave trade, past Lumpkins Jail and the Negro Burial Ground to First African

Baptist Church, a center of African American life in pre-Civil War Richmond.

The trail was informally established in the early 1990s by the Richmond Unity Walk which became a City Commission in 1994 to recognize sites associated with African American history. In 1998, the Richmond Unity Walk Commission transformed into the City Council Slave Trail Commission. In 2011, 17 Richmond Slave Trail Markers were installed along the trail that chronicled the history of the trade in enslaved Africans. In 2019, plans were developed to create a trail head at Ancarrow's Landing and to make much need repairs to the trail along the south bank of the James River, these plans cannot be completed until city of Richmond acquires the Norfolk Southern Railway Co. property at Brander Street.

COMMUNITY ENGAGEMENT: Not applicable.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: James River Park System Master Plan

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Department of Public Works, Department of Public Utilities

FISCAL IMPACT / COST: The total value of this property is appraised at 94,000. The City will be receiving the property as a gift through CRLC at a later date.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: March 11, 2024

CITY COUNCIL PUBLIC HEARING DATE: March 25, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation Committee

AFFECTED AGENCIES: PRCF

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

ATTACHMENTS: Attachment 1: Early Access Agreement

STAFF: Christopher Frelke, Director, PRCF
Nissa Dean, Deputy Director, PRCF
Daniel Hazlett, Senior Management Analyst, PRCF

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made the Effective Date (as defined below), by and between **CAPITAL REGION LAND CONSERVANCY, INC.**, a Virginia non-profit corporation (“**Licensor**”), and the **CITY OF RICHMOND, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (the “**Licensee**”).

I. DEFINED TERMS

Capitalized terms appearing in this Agreement not otherwise defined herein are used having the meanings set forth in this Article I.

A. “**Contractor**” means a Person contracted by Licensee to perform services or work on the Property in connection with the Work.

B. “**Effective Date**” means the later of (i) the date of recordation of the deed conveying the Property to Licensor and (ii) the last date on which Licensor or Licensee has executed this Agreement. For the avoidance of doubt, in no event shall the Term commence unless and until Licensor shall have acquired the Property.

C. “**Law**” or “**Laws**” means any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders, judgments, and requirements, to the extent applicable to the parties, the Property or any portion thereof, including, without limitation, hazardous materials laws, whether or not in the present contemplation of the parties, and including, without limitation, all consents or approvals required to be obtained from, and all rules and regulations of, and all building and zoning laws or, all federal, state, and local governments, authorities, courts and any other body or bodies exercising similar functions.

D. “**Licensee Parties**” means Licensee’s Contractors, Subcontractors, representatives, employees, and agents.

E. “**Person**” means any individual, corporation, partnership, association, cooperative, limited liability company, trust, business trust, joint venture, government, political subdivision or any other legal or commercial entity and any successor, representative, agent, agency or instrumentality thereof.

F. “**Property**” means the real property owned by Licensor identified as 1401 Brander Street, Richmond, VA 23224 (Parcel ID Number S0070191020).

G. “**Subcontractor**” means a Person subcontracted to perform a portion of a contract by a Contractor or another Subcontractor.

H. “**Work**” means improvements to the Richmond Slave Trail located on the Property, including, without limitation, grading, leveling, removal of trash debris in and around the trail, cutting back or removal of branches, bushes, and other vegetation in and around the trail, surface

improvements such as the addition of top soil and mulch, addition, replacement and repair of footbridges, widening of the trail, installation, replacement and repair of trail makers, informative plaques and signage, seating, stepping stones, barriers and guide rails, and erosion control. In addition, “**Work**” shall mean the pruning or removal of dead or diseased trees within the construction area outlined in the parallel broken lines on either side of the trail located on the Property, as more particularly depicted on **Exhibit A** attached hereto and by this reference incorporated herein (the “**Limited Tree Work**”). Other than the Limited Tree Work, Licensee acknowledges and agrees that the Property’s tree canopy will be preserved.

II. AGREEMENT

For and in consideration of the mutual promises and agreements made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. License. Throughout the Term, Licensor hereby grants unto Licensee and the Licensee Parties, upon such terms and conditions as are further set forth in this Agreement, the right and privilege to enter the Property to the extent necessary to perform the Work (the “**License**”).

B. Licensee Obligations. Throughout the Term, in connection with use of the License, Licensee shall abide by the following terms and conditions:

i. Licensee or Licensee Parties, as applicable shall carry or cause to be carried, Commercial General Liability insurance policy with limits of not less than one million dollars (\$1,000,000) combined single limit for each occurrence for bodily injury and property damage, from the date on which Work commences and continuing for the remainder of the Work during the Term. Worker’s compensation insurance shall be carried by Licensee and the Licensee Parties as required by Law. Notwithstanding anything to the contrary contained in this Agreement, Licensor agrees that Licensee may self-insure to satisfy any of the insurance requirements of this Agreement through any plan or program of self-insurance in which Licensee participates so long as Licensee provides Licensor with a certificate of insurance confirming it can provide the coverages required by this section. Prior to the start of any Work, at Licensor’s request, Licensee shall provide Licensor with evidence, in the form of certificates of insurance that the insurance required to be carried by Contractor by this Section is in full force and effect.

ii. Any Work performed at the Property pursuant to this License by Licensee or the Licensee Parties shall be performed in a diligent and workmanlike manner in accordance with good industry practice and in accordance with Laws. Any Work performed by Licensee or the Licensee Parties during the Term shall be at Licensee’s sole cost and expense.

iii. Neither Licensee nor the Licensee Parties shall permit any liens to be recorded against the Property as a result of the Work. If any lien is recorded against the Property related to the Work, Licensee shall cause any such lien to be released or bonded off within thirty (30) days after receiving notice of such filing. Should Licensee fail to remove and discharge (or bond off) any lien within the aforesaid period, then Licensor shall have the right, but not the

obligation, to do so, and in such event, Licensee shall be liable for and pay within thirty (30) days after written demand the cost thereof.

iv. Upon written request of Licensor, Licensee shall update Licensor in writing as to the general status of and the basic construction schedule for the Work.

C. Licensor Obligations. Provided that Licensee is in compliance with the terms and conditions of this Agreement, Licensor will not interfere with or disrupt Licensee's or Licensee Parties' use of the Property throughout the Term. During the Term, Licensor shall not revoke the License, except in the event of a default under this Agreement by Licensee or the Licensee Parties, and then only after (i) written notice to Licensee by Licensor and (ii) a reasonable opportunity for Licensee Parties to cure such default, not to exceed thirty (30) days.

D. Term Expiration and Termination. The "**Term**" shall begin on the Effective Date and shall expire, unless earlier terminated as provided herein, on the earlier of (1) the date on which the Work is completed; or (2) the date on which Licensee takes title to the Property (the "**Expiration Date**"). Upon the occurrence of the Expiration Date, this Agreement shall terminate and neither party shall have any further liability hereunder.

III. MISCELLANEOUS

A. License is Personal. This Agreement and the License created herein are personal to the Licensee and may not be assigned to any third-party without the prior written permission of Licensor; provided, however, that Licensee Parties may also use the Licensee without assignment of this Agreement or the License created hereby. Except as provided herein, no rights, privileges or amenities will inure to the benefit of any third party, nor will any third party be deemed to be a third-party beneficiary. Nothing herein shall be construed as a covenant running with the Property or be binding upon Licensor's successors, or assigns.

B. No Recordation. This Agreement shall not be recorded among the land records of the City of Richmond, Virginia.

C. No Partnership. Nothing contained in this Agreement shall be construed to make the parties partners or joint venturers, or to render either party liable for the debts or obligations of the other.

D. Governing Law. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of interest principles. Any and all disputes, claims, and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond.

E. Notice. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**") shall be in writing and addressed to the other party at its address set out below (or to any other address that the receiving party may designate from time to time in accordance with this Section III.E.). Each party shall deliver all

Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email. Notice is effective: (a) upon receipt in the case of personal delivery, (b) upon receipt after being sent by nationally recognized overnight courier, and (c) the date sent by email, provided (i) the email was sent between 8:00 a.m. and 6:00 p.m., local time of the recipient and(ii) on a business day. Each party's respective address for Notice shall be as follows:

Licensor: Capital Region Land Conservancy, Inc.
200 S. 3rd Street, Suite 110
Richmond, VA 23219
Attention: Parker Agelasto
E-mail: parker@capitalregionland.com

With a copy to: Hirschler
2100 East Cary Street
Richmond, VA 23223
Attention: Brandt Stitzer
E-mail: bstitzer@hirschlerlaw.com

Licensee: Department of Public Works
City of Richmond, Virginia
900 East Broad Street
Richmond, VA 23219
Attention: Martin West
Email: Martin.West@rva.gov

With a copy to: Office of the City Attorney
City of Richmond, Virginia
900 East Broad Street, Suite 400
Richmond, VA 23219
Attention: Lindsey D. Chase
Email: Lindsey.Chase@rva.gov

F. Severability. If any provision of this Agreement is held to be invalid or unenforceable as applied to a specific set of circumstances, then all of the other provisions of this Agreement, including such unenforceable provision as applied to any other circumstances, will continue in full force and effect.

G. Amendment. No amendment shall be effective unless in writing and signed by Licensor and Licensee.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same agreement. The exchange of copies of this Agreement by facsimile, DocuSign or Portable Document Format ("PDF") transmission shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes. Signatures transmitted by facsimile, DocuSign or PDF shall be deemed to be original signatures for all purposes.

I. Authorization to Act. As of the Effective Date, the Chief Administrative Officer of the City of Richmond or a designee thereof is authorized to act on behalf of the City under this Agreement.

N. Availability of Funds for Licensee's Performance. All payments and other performances by Licensee under this Agreement are subject to annual appropriations by the City Council of the City of Richmond, Virginia. It is understood and agreed between the parties that Licensee will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances shall Licensee's total liability under this Agreement exceed the total amount of funds appropriated by the City Council for the payments hereunder or for the performance of Licensee.

O. Sovereign Immunity. Nothing in this Agreement may be construed as a waiver of the sovereign immunity granted Licensee by the Commonwealth of Virginia Constitution, statutes, and applicable case law, nor may anything in this Agreement be construed as an agreement by Licensee to indemnify.

P. Authority. As of the Effective Date, Licensee represents and warrants to Licensor that the person(s) signing this Agreement is/are duly authorized to execute and deliver this Agreement on behalf of Licensee. As of the Effective Date, Licensor represents and warrants to Licensee that the person(s) signing this Agreement is/are duly authorized to execute and deliver this Agreement on behalf of Licensor.


Q. Limitation of Liability. No director, officer, employee, contractor or agent of Licensor or Licensee shall be personally liable to another party to this Agreement or any successor in interest in the event of any default under this Agreement or on any obligation incurred under the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW
ON NEXT PAGE(S).]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed by their duly authorized representative effective as of the date first written above.

LICENSOR:

CAPITAL REGION LAND CONSERVANCY, INC., a Virginia non-profit corporation

By: 
Name: L. PRESTON BRYANT, JR.
Title: PRESIDENT

LICENSEE:

CITY OF RICHMOND, VIRGINIA,
a municipal corporation and political subdivision of the Commonwealth of Virginia

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

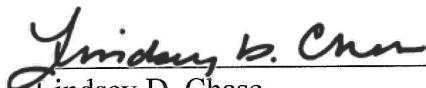
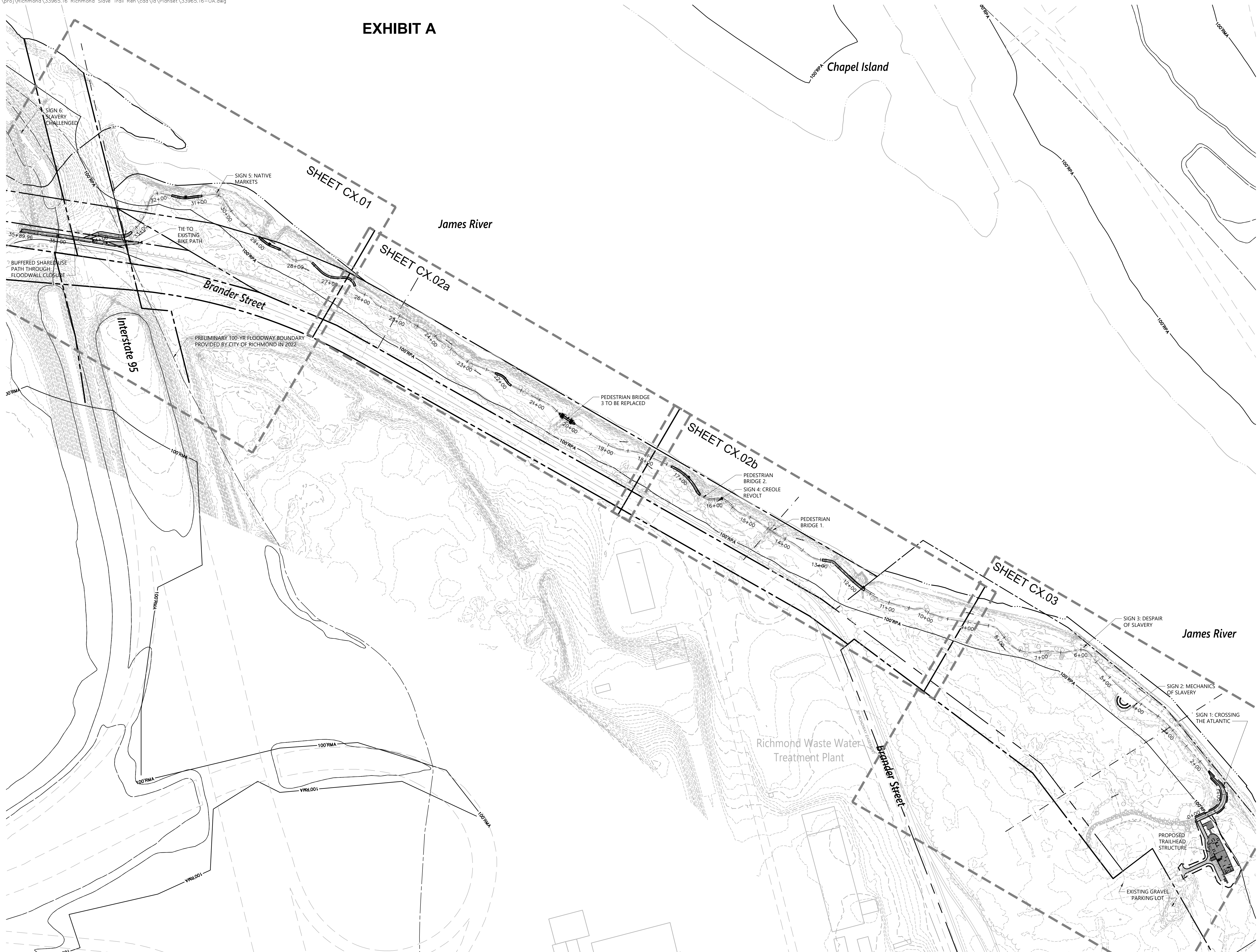

Lindsey D. Chase
Senior Assistant City Attorney

Exhibit A

See attached.

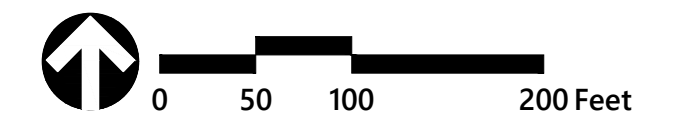
EXHIBIT A



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



1051 East Cary Street
Suite 200
Richmond, VA 23219
804.343.1010



Slave Trail Renovations 1500 Brander Street Richmond, Virginia

No.	Revision	Date	Appr.
1	City Comments	3/23/23	

Designed by: _____ Checked by: _____
 Issued for: **Permit Review** Date: **08/25/2023**

Drawing Title: **Overall Site Plan**
 Drawing Number: **C2.00**

08/15/2023

Project Number: **33965.16**