

INTRODUCED: November 9, 2020

AN ORDINANCE No. 2020-241

As Amended

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute certain Deeds of Easement between the City of Richmond and the Commonwealth of Virginia, Department of General Services, for the purpose of granting to the Commonwealth of Virginia, Department of General Services, certain perpetual, irrevocable easements on, over, under, and across certain rights-of-way located along North 9<sup>th</sup> Street[, ~~East Franklin Street, East Grace Street,~~] and East Broad Street for the construction or installation of certain improvements and safety and security enhancements as part of the Capitol Complex Infrastructure and Security construction projects.

\_\_\_\_\_  
Patron – Mayor Stoney

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: DEC 14 2021 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That, as required by § 2.0, Item C-51.50 of Chapter 854 of the 2019 Acts of Assembly of Virginia, as amended, the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Deed of Easement between the City of Richmond and the Commonwealth of Virginia, Department of General Services, for the purpose of granting to the Commonwealth of Virginia, Department of General Services, certain perpetual,

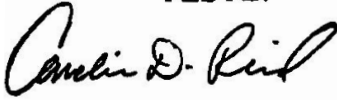
AYES:                        9            NOES:                        0            ABSTAIN:                           

ADOPTED:                JAN 11 2021      REJECTED:                                      STRICKEN:

irrevocable easements on, over, under, and across certain rights-of-way located along North 9<sup>th</sup> Street[, ~~East Franklin Street, East Grace Street,~~] and East Broad Street for the construction or installation of a utility vault, variable width sidewalk easements, and safety and security enhancements as part of the Capitol Complex Infrastructure and Security construction. Such Deed of Easement 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. That, as required by § 2.0, Item C-51.50 of Chapter 854 of the 2019 Acts of Assembly of Virginia, as amended, the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Deed of Easement between the City of Richmond and the Commonwealth of Virginia, Department of General Services, for the purpose of granting to the Commonwealth of Virginia, Department of General Services, a certain perpetual, irrevocable easement on, over, under, and across the right-of-way located along North 9<sup>th</sup> Street for the construction or installation of a pedestrian tunnel and safety and security enhancements as part of the Capitol Complex Infrastructure and Security construction. Such Deed of Easement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

**A TRUE COPY:**  
**TESTE:**  
  
**Carolin D. Reed**  
**City Clerk**



# CITY OF RICHMOND

## INTRACITY CORRESPONDENCE

**O&R REQUEST**


**DATE:** October 9, 2020 **EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney, Mayor 

**THROUGH:** Lenora Reid, Acting Chief Administrative Officer 

**THROUGH:** Robert Steidel, Deputy Chief Administrative Officer 

**THROUGH:** Bobby Vincent Jr., Director  
Department of Public Works 

**THROUGH:** M.S. Khara, P.E., City Engineer  
Department of Public Works 

**FROM:** Brian Copple, Right of Way Manager  
Department of Public Works 

**RE:** **TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER (CAO) TO EXECUTE DEEDS OF EASEMENT BETWEEN THE CITY OF RICHMOND AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES ALONG CITY OWNED RIGHT OF WAY**

**ORD. OR RES No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer (CAO) to execute and enter into Deeds of Easement Agreements between the City of Richmond and the Commonwealth of Virginia, Department of General Services along certain City owned Right of Way.

**REASON:** Per the Commonwealth's Capitol Area Enhancement Plan, State Legislation and General Assembly budget as signed into law by Governor Northam on May 21, 2020 (effective July 1, 2020), the Commonwealth, through the Department of General Services is requesting easements within the City right of way for: 1) Vault Easement; 2) Sidewalk Easements; 3) Pedestrian Tunnel Easement as shown and depicted on the attached plats.

**RECOMMENDATIONS:** The Department of Public Works offers no objections to the proposed easements.

**BACKGROUND:**

As State Budget adopted by Governor Northam on May 21, 2010 (effective July 1, 2020) as per request of HB5005: Pursuant to projects authorized and funded, the General Assembly appropriated funds to the Department of General Services (DGS) for Capitol Complex Infrastructure and Security construction projects. Project work includes improvements and safety and security enhancements to be constructed or installed within the City right-of-way of North 9th Street (between the area north of where Bank Street intersects North 9th Street and south of where North 9th Street intersects East Broad Street) and within the right-of-way of East Broad Street (between the area from where the western right-of-way line of North 9th Street intersects East Broad Street to where the western right-of-way line of Governor Street intersects East Broad Street). Accordingly, the City and DGS shall enter into a deed of easement or other proper instruments, in such form approved by the Offices of the City Attorney and of the Commonwealth Office of the Attorney General, whereby the City, without charge to the Commonwealth, shall grant to DGS, as agent of the Commonwealth, where mutually agreeable across, over, under and above the referenced right-of-way of North 9th Street and East Broad Street, (a) the perpetual and irrevocable right, privilege and easement to construct, install, use, operate, inspect, maintain, repair, replace, rebuild, improve, alter and remove (i) any construction or installation contracted for by DGS either as part of the referenced construction projects or at any time with respect to safety and security enhancements around the perimeter of Capitol Square deemed appropriate by DGS and (ii) all equipment, accessories, utilities and appurtenances necessary to support such construction projects and such incorporation of safety and security enhancements, (b) the perpetual and irrevocable right, privilege and easement to inspect, maintain, repair, replace and rebuild the sidewalks and elements thereof (but not traffic control devices and signage or street lighting located thereupon) of the referenced right-of-way of North 9th Street and East Broad Street and

The City, without expending City funds, is cooperating with DGS (1) to support the referenced construction project work and incorporation of safety and security enhancements at and along North 9th Street and East Broad Street, (2) to relocate any utilities located in the agreed upon easement area, if necessary, and (3) to coordinate any closure or other traffic flow controls of North 9th Street and East Broad Street during the performance of the construction projects and the incorporation of any safety and security features that will enhance safety and security around the perimeter of Capitol Square.

At no time will DGS make any permanent changes to the North 9th Street or East Broad Street rights-of-way without the prior approval of the Chief Administrative Officer of the City or the City hinder or delay construction of the referenced construction projects. Notwithstanding the foregoing, DGS may commence the construction project work and safety and security enhancements within the referenced right-of-way of North 9th Street and East Broad Street prior to the execution of a deed of easement or other proper instruments, if deemed necessary by DGS to avoid delay in the implementation of the construction project work or safety and security enhancements.

1. Vault Easement

As part of the new General Assembly Building (GAB) construction, Dominion has installed a utility vault within the right of way along East Broad Street. This utility vault will contain Dominion equipment that will provide service only to the new General Assembly Building.

2. Sidewalk Easements

In order to further support the Commonwealth’s Capitol Area Enhancements and to support their construction project and safety and security enhancements, variable width sidewalk easements are required. These variable width easements will be located within the City right of way along the following locations:

- N.9<sup>th</sup> Street – Sidewalks between E. Broad and Bank Street;
- South side of Broad Street – Sidewalk between 8<sup>th</sup> and 12<sup>th</sup> Street/Governor Street

3. Pedestrian Tunnel Easement

Construction of a pedestrian tunnel has been installed beneath 9<sup>th</sup> Street that will provide an underground pedestrian access from the General Assembly Building to the future parking deck between 8<sup>th</sup> and 9<sup>th</sup> Street along Broad Street. The tunnel is 58 feet in length by 15 feet height and is approximately 22 feet below existing grade.

**FISCAL IMPACT/COST:** None anticipated

**FISCAL IMPLICATIONS:** None anticipated.

**BUDGET AMENDMENT NECESSARY:** No amendment necessary at this time.

**REVENUE TO CITY:** None

**DESIRED EFFECTIVE DATE:** Upon Adoption.

**REQUESTED INTRODUCTION DATE:** November 9, 2020

**CITY COUNCIL PUBLIC HEARING DATE:** December 14, 2020

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** None

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** Planning Commission

**AFFECTED AGENCIES:** Public Works; Public Utilities; City Attorney’s Office; Planning and Development Review; Economic and Community Development; Assessor; Finance; Fire Department; Police Department, Mayor’s Office, CAO’s Office

**RELATIONSHIP TO EXISTING ORD. OR RES.:** None.

**REQUIRED CHANGES TO WORK PROGRAM(S):** None.

**ATTACHMENTS:**

Deed of Easement for Utility Vault and Sidewalk Easement  
Exhibit A-Vault Easement Plat  
Exhibit B-Sidewalk Easement Plat

Deed of Easement for Pedestrian Tunnel  
Exhibit A-Pedestrian Tunnel  
Exhibit B- Underground utilities

**STAFF:**

Prepared for Bobby Vincent, Jr., Director DPW  
Prepared by Brian Copple – Right of Way Manager. – DPW  
Department of Public Works  
646-0435

This document prepared by:  
Office of the Attorney General

Consideration: \$10.00  
Actual Value: \$10.00

Tax Map Parcels: E0000146001, W0000001012, W0000002003T,  
W0000002010, and W0000005007

*This Deed is exempt from (i) recordation taxes pursuant to §§ 58.1-811.A.3. and 58.1-811.C.4. of the Code of Virginia (1950), as amended, and (ii) the payment of Clerk's fees pursuant to §§17.1-266 and 17.1-279(E) of said Code.*

**DEED OF EASEMENT**

This DEED OF EASEMENT ("Deed of Easement") is made and entered into this \_\_\_ day of \_\_\_\_\_ 2020, by and between the CITY OF RICHMOND, a body politic and municipal corporation of the Commonwealth of Virginia (the "Grantor"), and the COMMONWEALTH OF VIRGINIA, acting by and through the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES (the "Grantee").

WITNESSETH

WHEREAS, Grantor owns certain rights-of-way located within North 9<sup>th</sup> Street, East Franklin Street, East Grace Street, and East Broad Street in the City of Richmond, Virginia (collectively, the "Property");

WHEREAS, pursuant to § 2.0, Item C-51.50 of Chapter 854 of the 2019 Virginia Acts of Assembly, Grantor is directed to enter into a mutually agreeable deed of easement or other proper instruments benefiting Grantee, in such form approved by the Offices of the City Attorney and of the Commonwealth of Virginia, Office of the Attorney General, to allow for certain improvements and safety and security enhancements to be constructed or installed within the Property by Grantee as a part of the Capitol Complex Infrastructure and Security construction projects; and

WHEREAS, by Ordinance Number \_\_\_\_\_, duly adopted by Council of the City of Richmond (the "Council"), the Council authorized the grant to Grantee of certain perpetual, irrevocable easements on, over, under, and across the Property as more fully set forth below.

FURTHER WITNESSETH

That for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with § 2.2-1149 of the Code of Virginia (1950), as amended, the parties hereby agree as follows:

1. To the extent not owned by Grantee, Grantor hereby dedicates and grants unto Grantee, its successors and assigns, the perpetual, irrevocable easement and right of access and entry of variable width (the "Vault Easement") on, over, under, and across that portion of the Property shown and depicted as "VARIABLE WIDTH VAULT EASEMENT 2,066 S.F. (0.0474 ACRE)" on the plat entitled "EXHIBIT SHOWING VARIABLE WIDTH VAULT EASEMENT FOR VIRGINIA GENERAL ASSEMBLY BUILDING, CITY OF RICHMOND, VIRGINIA", dated September 8, 2020, prepared by Vanasse Hangen Brustlin Inc. (the "Vault Easement Plat"), and attached hereto as Exhibit A (the area

subject to the Vault Easement being defined as the "Vault Easement Area"), to (i) enlarge the existing vault below the surface of the East Broad Street sidewalk for the purpose of locating a transformer, ducts, equipment, accessories, and other appurtenances owned by or operated on behalf of Grantee and related to serving the Virginia General Assembly Building (the "Vault Facilities"), including all construction and excavation work incidental thereto, and (ii) install, use, operate, inspect, maintain, repair, replace, rebuild, improve, alter, or remove the enlarged vault and Vault Facilities, all at Grantee's sole cost and expense. Grantee may license its rights under this Vault Easement to install, use, operate, inspect, maintain, repair, replace, rebuild, improve, alter, and remove the Vault Facilities to public utilities or third parties, and Grantor shall reasonably cooperate, to the extent any cooperation is required, with Grantee and such public utilities or third parties in connection therewith. Grantee shall require that any public utilities or third parties performing work within the Vault Easement Area to maintain insurance coverage appropriate for the work being performed and comply with all terms and conditions of this Deed of Easement.

2. To the extent not owned by Grantee, Grantor further hereby dedicates and grants unto Grantee, its successors and assigns, the perpetual, irrevocable easement and right of access and entry of variable width (the "Sidewalk Easement") on, over, under, and across portions of the Property to: (i) construct, install, use, operate, inspect, maintain, repair, replace, rebuild, improve, alter, and remove (a) any construction or installation contracted for by Grantee, either as part of its construction projects or at any time with respect to safety and security enhancements as may be deemed appropriate in the sole discretion of Grantee, and (b) all equipment, accessories, utilities, and appurtenances owned by or operated on behalf of Grantee necessary to support such construction projects and safety and security enhancements, including without limitation, bollards and way finding signage (the "Sidewalk Easement Facilities"); and (ii) inspect, maintain, repair, replace, rebuild, and improve the sidewalks and elements thereof, with the areas subject to the Sidewalk Easement (collectively, the "Sidewalk Easement Areas") shown and depicted as "AREA 1 VARIABLE WIDTH SIDEWALK EASEMENT 1,246 S.F. (0.0286 ACRE)," "AREA 2 VARIABLE WIDTH SIDEWALK EASEMENT 4,152 S.F. (0.0953 ACRE)," "AREA 3 VARIABLE WIDTH SIDEWALK EASEMENT 26,570 S.F. (0.6100 ACRE)," and "AREA 4 VARIABLE WIDTH SIDEWALK EASEMENT 3,977 S.F. (0.0913 ACRE)" on the plat, consisting of 3 Sheets, entitled "EXHIBIT SHOWING VARIABLE WIDTH SIDEWALK EASEMENTS FOR VIRGINIA GENERAL ASSEMBLY BUILDING, CITY OF RICHMOND, VIRGINIA", dated September 8, 2020, prepared by Vanasse Hangen Brustlin Inc. (the "Sidewalk Easement Plat"), and attached hereto as Exhibit B. Notwithstanding anything herein to the contrary, the Sidewalk Easement excludes any right, privilege, easement, or obligation of Grantee to inspect, maintain, repair, replace, or rebuild any public transportation facilities, including Greater Richmond Transit Company bus stops or signage, traffic control devices, signage, street lights, or utilities constructed or erected and maintained by or for the benefit of Grantor within the Sidewalk Easement Areas (collectively, the "City Facilities"). Grantor retains all rights and obligations with respect to the City Facilities.

3. For purposes of this Deed of Easement, (i) the Vault Easement and the Sidewalk Easement are collectively referred to as the "Easements", (ii) the Vault Facilities and the Sidewalk Easement Facilities are collectively referred to as the "Facilities", and (iii) the Vault Easement Area and the Sidewalk Easement Areas are collectively referred to as the "Easement Areas".

4. The Easements are subject to all existing easements, rights-of-way, covenants, encumbrances, and restrictions of record and are further subject to the following conditions, as applicable:

- A. At no time shall Grantor charge Grantee for the use of the Property or for the privilege of exercising the rights granted herein.
- B. Grantee shall have the right to lay, erect, construct, install, use, operate, inspect,



maintain, repair, replace, rebuild, remove, improve, and make such other changes, alterations, additions to or extensions of the Facilities within the Easement Areas as are consistent with the purposes expressed herein. The Facilities constructed or placed within the Easement Areas shall remain the property of Grantee.

- C. Grantee will endeavor to provide Grantor with no less than fourteen (14) days' notice of any planned construction activities or temporary closures to public access within the Sidewalk Easement Areas and to provide notice as soon as practicable for any construction activities or temporary closures to public access resulting from an emergency situation, as determined by Grantee, for Grantee's exercise of its rights expressed herein. Grantee shall use reasonable efforts to exercise any right expressed herein in such a manner that will not occasion injury or damage to Grantor and will minimize any adverse impact or disturbance to the Property. Grantor and Grantee agree that in the event Grantee deems it necessary to permanently close a portion of any of the Sidewalk Easement Areas to public access or to make any permanent changes to the right-of-way within the Sidewalk Easement Areas, Grantor and Grantee will work together to determine how to effect such closure in a manner that will minimize adverse impact and disturbance to public access of the Property and surrounding real estate.
- D. Grantee shall have the right of ingress to and egress from the Easement Areas on, over, and across the Property as may be necessary to exercise Grantee's rights expressed herein. Following Grantee's exercise of such right of ingress and egress on, over, or across the Property, Grantee shall restore, as applicable, the Property within such area as nearly to its original condition as practicable, including, but not limited to, backfilling of trenches, repaving, replacement of Grantor's property, removal of trash and debris, and removal of any of Grantee's equipment, accessories or appurtenances not consistent with the construction, maintenance or operation of the Facilities or the exercise of any right expressed herein.
- E. Subject to the provisions set forth in this Deed of Easement, Grantee shall have the right to alter or remove any structures or obstructions, natural or artificial, and to trim, cut, and remove trees, shrubbery or other natural obstructions, on or over the Easement Areas which Grantee reasonably deems to interfere with or threaten the efficient and safe construction, maintenance, operation, or repair of the Facilities. All trees cut by Grantee shall remain the property of Grantor. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of the Easement Areas shall be removed from the Property and disposed of by Grantee at Grantee's cost.

5. The parties hereto acknowledge and agree that so long as the Commonwealth of Virginia (the "Commonwealth") is a beneficiary of the Easements, the following provisions shall control over any conflicting provisions hereof:

- A. With respect to tort liability for acts or occurrences with respect to this Deed of Easement, including product liability, the Commonwealth is either constitutionally immune (or partially immune) from suit, judgment, or liability, insured, or covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and

practices.

- B. No equitable, quasi-contractual, or injunctive remedies, other than those specifically authorized by law, may be used or are effective against the Commonwealth.
- C. This Deed of Easement shall be governed by, and construed according to, the laws of the Commonwealth, and any legal action against the Commonwealth shall be instituted and maintained only in the state courts of the Commonwealth.

6. Grantor and Grantee acknowledge that neither has agreed to provide any indemnification or save harmless agreements running to the other. No provision, covenant, or agreement contained in this Deed of Easement shall be deemed, in any manner, to be a waiver of the sovereign immunity of the City of Richmond, or of the Commonwealth, or any of its boards, agencies, or other political subdivisions, from tort or other liability. Further, Grantor and Grantee agree that nothing in this Deed of Easement creates or is deemed to create any partnership, joint venture, or agency relationship between Grantor and Grantee.

7. Notwithstanding any shared use of the Easement Areas, Grantor and Grantee agree that nothing in this Deed of Easement creates or is deemed to create any partnership, joint venture, or agency relationship between Grantor and Grantee.

8. Grantor represents that, pursuant to § 2.0, Item C-51.50 of Chapter 854 of the 2019 Virginia Acts of Assembly, it has the right to grant the Easements in this Deed of Easement. The Easements shall be perpetual in nature, shall run with the land, and shall be binding upon the parties and their respective successors and permitted assignees.

9. The recitals set forth above are incorporated into this Deed of Easement by this reference. This Deed of Easement shall be construed in accordance with, and governed by, the laws of the Commonwealth without regard to its principles of conflicts of laws. Any and all disputes, claims, or causes of action arising out of or in connection with this Deed of Easement shall be brought, and any judicial proceeding shall take place, only in the Circuit Court for the City of Richmond, Virginia.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

WITNESS the following signatures and seals.

GRANTOR:

CITY OF RICHMOND,  
a body politic and municipal corporation of the  
Commonwealth of Virginia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to wit:


The foregoing Deed of Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2020, by \_\_\_\_\_, acting in his/her capacity as  
\_\_\_\_\_ of the City of Richmond, Virginia, a body politic and municipal  
corporation of the Commonwealth of Virginia, on behalf of the City.

My commission expires: \_\_\_\_\_

My commission number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

By:   
Name: Andrew Gore  
Title: Assistant City Attorney

GRANTEE:

COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF GENERAL SERVICES

By: \_\_\_\_\_  
Joseph F. Damico, Director

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to wit:

The foregoing Deed of Easement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2020, by Joseph F. Damico, acting in his capacity as Director of the Commonwealth of Virginia,  
Department of General Services, on behalf of the Commonwealth of Virginia.

My commission expires: \_\_\_\_\_

My commission number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**OFFICE OF THE ATTORNEY GENERAL  
Approved as to form:**

**By:** \_\_\_\_\_  
[Deputy] [Senior] Attorney General

**RECOMMEND APPROVAL:  
DEPARTMENT OF GENERAL SERVICES**

**By:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED BY THE GOVERNOR:**

Pursuant to § 2.2-1149 of the Code of Virginia (1950), as amended, and by the authority vested in me to act for and on behalf of the Governor of Virginia under Executive Order 88 (01) dated December 21, 2001, I hereby approve this Deed of Easement and the execution of this instrument.

\_\_\_\_\_  
Secretary of Administration Date

**Exhibit A**

*[Label plat Exhibit A and attach it in lieu of this page]*

# EXHIBIT A (VAULT EASEMENT)

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## North 9th Street

North Bound

Variable Width Right of Way

N 36°20'56" E 139.62'

NOW OR FORMERLY  
COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF GENERAL SERVICES  
PARCEL ID: E0000146001  
INST. #18-11067

AREA OF VAULT STRUCTURE  
WITHIN PARCEL ID #18-11067  
351 S.F. (0.0081 ACRE)

S 36°19'43" W  
7.24'

S 53°39'04" E  
48.50'

N 36°19'43" E  
7.24'

54.44'

S 53°39'04" E 261.52'

44.91'

115.83'

115.83'

115.83'

BOTTOM ELEVATION OF EASEMENT = 131.50'

VARIABLE WIDTH  
VAULT EASEMENT  
2,066 S.F. (0.0474 ACRE)

N 36°19'43" E  
17.91'

S 53°34'57" E 115.83'

S 36°19'43" W  
17.77'

TOP OF CURB  
ELEVATION 169.43'

FACE OF CURB

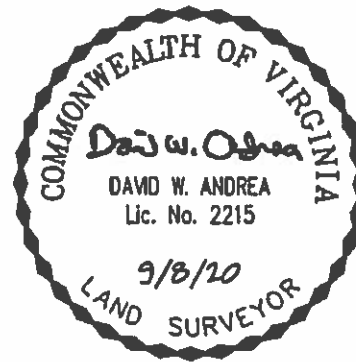
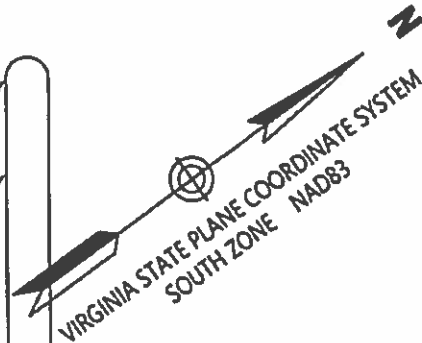
## East Broad Street

East Bound

Variable Width Right of Way

### General Notes:

1. HORIZONTAL DATUM BASED ON "VACATION OF LOT LINES AND CONSOLIDATION OF MULTIPLE PARCELS" PLAT BY AUSTIN BROCKENBROUGH AND DATED MAY 17, 2018.
2. VERTICAL DATUM BASED ON NAVD88.



Transportation, Land Development  
and Environmental Services  
Two Columbus Center, 4500 Main Street  
Suite 400, Virginia Beach, Virginia 23462  
Phone 757/490-0132 | Fax 757/490-0136

Exhibit Showing  
Variable Width Vault Easement For  
Virginia General Assembly Building  
City of Richmond, Virginia

Date  
9/8/20

Scale  
1" = 25'

VHBCad File Name  
34157vault

Project Number  
34157.00

**Exhibit B**

*[Label plat Exhibit B and attach it in lieu of this page]*



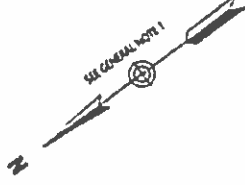
# EXHIBIT B (SIDEWALK EASEMENT PG 2 OF 3)



**Verrasse Hangen Brustlin, Inc.**

Transportation  
Land Development  
Environmental Services

Two Columbus Center  
4100 Main Street, Suite 400  
Washington, Virginia 22162  
757-490-0112 • FAX 757-490-0116



Station	Point	Distance	Bearing
1	CH21 Corner	0.00	0.00
2	Address Point	94.28	S 89° 50' 00" W
3	Address Point	8.28	S 0° 00' 00" W
4	Address Point	5.00	S 0° 00' 00" W
5	CH21 Corner	107.56	S 89° 50' 00" W

**Exhibit Showing  
Variable Width  
Sidewalk Easements for  
Virginia General  
Assembly Building**  
City of Richmond, Virginia  
Scale: 1" = 40' February 6, 2019



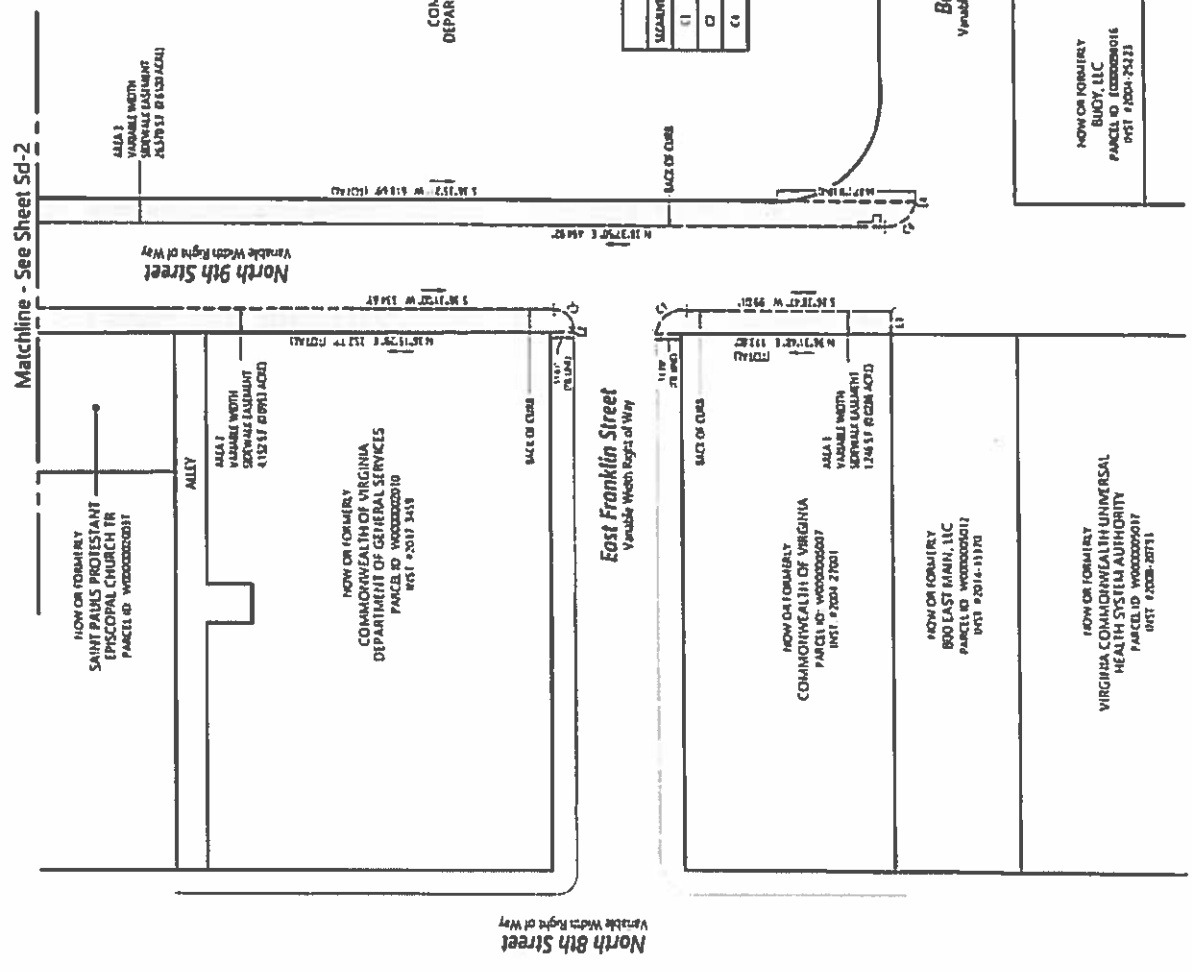
**Sd-1**

Sheet Number  
1 of 3  
Project Number  
14157.00

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**General Notes**

1. HORIZONTAL DATA BASED ON PLAT ENTITLED "VACATION OF 101 LOTS AND CONSOLIDATION OF MULTIPLE PARCELS" BY AUSTIN BROCKENBROUGH DATED MAY 17, 2018.



LINE LABEL	BEARING	DISTANCE
11	N 1° 17'	117.71717'
12	S 1° 17'	117.71717'
14	S 0° 0'	115.37157'

MARKER	BEARING	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
C1	N 14° 15' 17"	28.15'	96° 24' 48"	11.5'	18.47'	S 89° 50' 00"
C2	S 1° 17'	117.71717'	98° 15' 24"	12.8'	14.00'	N 89° 50' 00"
C4	N 14° 15'	14.2'	89° 15' 24"	13.2'	18.91'	S 89° 50' 00"

NOW OR FORMERLY  
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES  
PARCEL ID: 10000014001  
POST #2011-11007

NOW OR FORMERLY  
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES  
PARCEL ID: 100000010  
POST #2017-14179

NOW OR FORMERLY  
BUDY, LLC  
PARCEL ID: 100000016  
POST #2004-24223

NOW OR FORMERLY  
VIRGINIA COMMONWEALTH UNIVERSITY  
HEALTH SYSTEM AUTHORITY  
PARCEL ID: 100000017  
POST #2008-20771

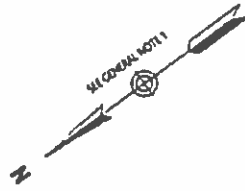
**Bank Street**  
Variable Width Right of Way

**East Franklin Street**  
Variable Width Right of Way

**North 8th Street**  
Variable Width Right of Way

Matchline - See Sheet Sd-2

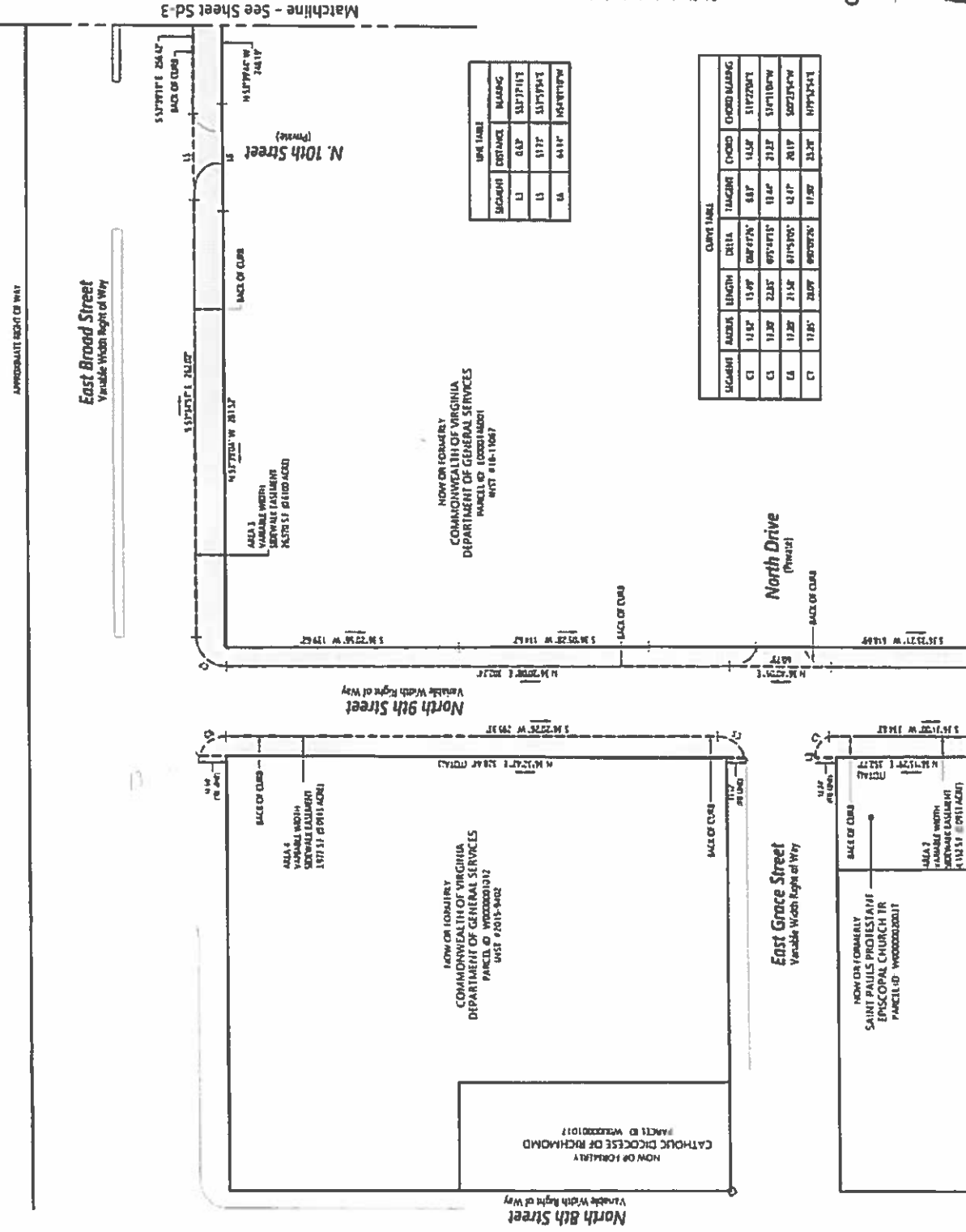
# EXHIBIT B (SIDEWALK EASEMENT P6. 2 OF 3)



Sheet	Area	Volume
1	1,875.00	1,875.00
2	1,875.00	1,875.00
3	1,875.00	1,875.00
4	1,875.00	1,875.00
5	1,875.00	1,875.00
6	1,875.00	1,875.00
7	1,875.00	1,875.00
8	1,875.00	1,875.00
9	1,875.00	1,875.00
10	1,875.00	1,875.00
11	1,875.00	1,875.00
12	1,875.00	1,875.00
13	1,875.00	1,875.00
14	1,875.00	1,875.00
15	1,875.00	1,875.00
16	1,875.00	1,875.00
17	1,875.00	1,875.00
18	1,875.00	1,875.00
19	1,875.00	1,875.00
20	1,875.00	1,875.00

**Exhibit Showing  
Variable Width  
Sidewalk Easements for  
Virginia General  
Assembly Building**  
City of Richmond, Virginia  
Scale 1" = 40'  
February 6, 2019

Sheet Number: **Sd-2**  
  
 Date: 2/3/19  
 24157 00



USE LABEL

SEGMENT	DISTANCE	BLASING
L1	0.00'	S175°15'41"
L3	51.73'	S175°15'41"
L4	64.11'	N57°10'00"W

CURVE LABEL

SEGMENT	ARC LENGTH	DELTA	TANGENT	CHORD BEARING
C1	11.85'	114.99°	108.87°	S117°20'01"
C3	11.20'	22.85°	67.5°	S74°10'00"W
C4	11.20'	21.58°	67.5°	S67°10'00"W
C7	11.85'	24.07°	60°00'26"	N77°10'00"E

# EXHIBIT B (SIDEWALK EASEMENT PG. 3 OF 3)

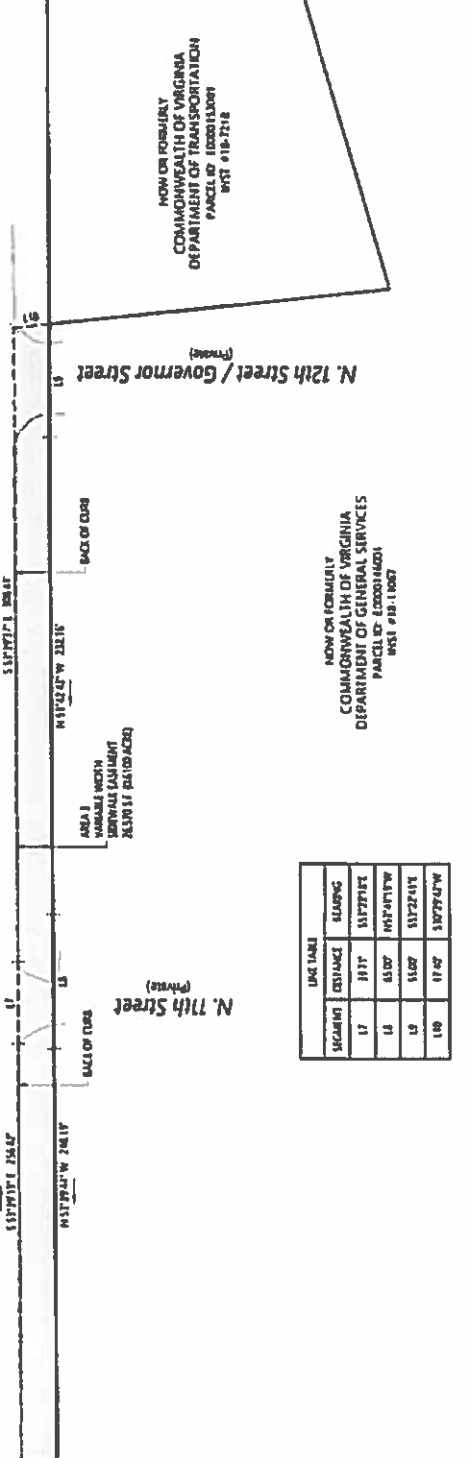


**Vanzasse Hargens Brustlin, Inc.**  
 Transportation  
 Land Development  
 Environmental Services  
 Two Columbus Center  
 4500 Mah Street, Suite 400  
 Virginia Beach, Virginia 23462  
 757.490.0132 • FAX 757.490.0134

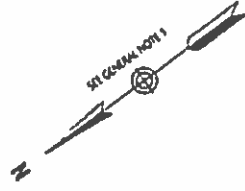
APPROXIMATE RIGHT OF WAY

**East Broad Street**  
 Variable Width Right of Way

Matchline - See Sheet Sd-2

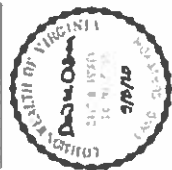


LINK TABLE	
SEGMENT	STATIONING
17	517771.1
18	517771.1 - 517771.1
19	517771.1 - 517771.1
20	517771.1 - 517771.1



Item	Quantity
1. Sheet Components	06/30
2. Additional Info	0/0/0
3. Missing Components	0/0/0
4. History Components	0/0/0
5. Detail Components	0/0/0
6. Detail Components	0/0/0
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**Exhibit Showing  
 Variable Width  
 Sidewalk Easements for  
 Virginia General  
 Assembly Building  
 City of Richmond, Virginia**  
 Scale: 1" = 40'  
 February 6, 2019



**Sd-3**  
 Project Number  
 34157.00

This document prepared by:  
Office of the Attorney General

Consideration: \$10.00  
Actual Value: \$10.00

Tax Map Parcels: E0000146001 and W0000001012

*This Deed is exempt from (i) recordation taxes pursuant to §§ 58.1-811.A.3. and 58.1-811.C.4. of the Code of Virginia (1950), as amended, and (ii) the payment of Clerk's fees pursuant to §§17.1-266 and 17.1-279(E) of said Code.*

**DEED OF EASEMENT**

This DEED OF EASEMENT ("Deed of Easement") is made and entered into this \_\_\_ day of \_\_\_\_\_ 2020, by and between the CITY OF RICHMOND, a body politic and municipal corporation of the Commonwealth of Virginia (the "Grantor"), and the COMMONWEALTH OF VIRGINIA, acting by and through the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES (the "Grantee").

WITNESSETH

WHEREAS, Grantor owns the right-of-way of North 9<sup>th</sup> Street (between the area north of where East Grace Street intersects North 9<sup>th</sup> Street and south of where North 9<sup>th</sup> Street intersects East Broad Street) (the "Property");

WHEREAS, pursuant to § 2.0, Item C-51.50 of Chapter 854 of the 2019 Virginia Acts of Assembly, Grantor is directed to enter into a mutually agreeable deed of easement or other proper instruments benefiting Grantee, in such form approved by the Offices of the City Attorney and of the Commonwealth of Virginia, Office of the Attorney General, to allow for certain improvements and safety and security enhancements to be constructed or installed within the Property by Grantee as a part of the Capitol Complex Infrastructure and Security construction projects;

WHEREAS, as part of the safety and security enhancements to the new General Assembly Building (the "GAB") to be located at the southeast corner of the intersection of North 9<sup>th</sup> Street and East Broad Street, Grantee desires to build an underground passageway below the Property (the "Tunnel") to connect the GAB with a new structured parking deck to be located at the southwest corner of the intersection of North 9<sup>th</sup> Street and East Broad Street;

WHEREAS, on June 12, 2019, Grantor issued to Grantee a "Work in Street Permit" permitting Grantee to begin construction of the Tunnel; and

WHEREAS, by Ordinance Number \_\_\_\_\_, duly adopted by Council of the City of Richmond (the "Council"), the Council authorized the grant to Grantee of a perpetual, irrevocable easement on, over, under, and across the Property as more fully set forth below.

FURTHER WITNESSETH

That for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with § 2.2-1149 of the Code of Virginia (1950), as amended, the parties hereby agree as follows:

1. Grantor hereby dedicates and grants unto Grantee, its successors and assigns, a variable width, perpetual, irrevocable, and exclusive easement within, on, under, and across the Property, together with the right of access to and entry of the subsurface of the Property (collectively, the "Easement") to excavate, construct, install, use, operate, inspect, maintain, repair, replace, rebuild, improve, alter, and remove the Tunnel and all equipment, systems, accessories, utilities, and appurtenances owned by or operated on behalf of Grantee and necessary in connection therewith (the "Facilities"), with the area subject to the Easement (the "Easement Area") shown and depicted as "VARIABLE WIDTH TUNNEL EASEMENT 2,625 S.F. (0.0603 ACRE)" on the plat entitled "EXHIBIT SHOWING VARIABLE WIDTH TUNNEL EASEMENT FOR VIRGINIA GENERAL ASSEMBLY BUILDING, CITY OF RICHMOND, VIRGINIA", dated February 6, 2019, signed and sealed February 5, 2020, prepared by Vanasse Hangen Brustlin, Inc. (the "Plat"), and attached hereto as Exhibit A.

2. Grantor will endeavor to provide notice to Grantee, as soon as practicable, of any repair, maintenance, and replacement of those facilities for water, sewer, gas, electricity, and telecommunications located within the Easement Area and shown on the as-built drawing attached hereto as Exhibit B. No third party shall commence any such work as part of a capital improvement program on behalf of the Grantor within the Easement Area unless and until such third party has obtained such insurance coverage as may be required by the Commonwealth of Virginia, Department of General Services pursuant to its written guidelines adopted in respect to § 2.2-1151 of the Code of Virginia, as such guidelines may be amended, upon written notice from Grantee to Grantor of such written guidelines or amendments no more often than once every five years; provided, however, Grantor shall have the right to reasonably refuse such guidelines or amendments based on commercial, insurance, local government, and construction industry standards.

3. The Easement is subject to (i) all existing easements, rights-of-way, covenants, encumbrances, and restrictions of record, (ii) the facilities for water, sewer, gas, electricity, and telecommunications shown on Exhibit B, and (iii) the following conditions:

- A. At no time shall Grantor charge Grantee for the use of the Property or for the privilege of exercising the rights granted herein.
- B. Grantee shall have the right to lay, erect, excavate, construct, install, use, operate, inspect, maintain, repair, replace, rebuild, remove, improve, and make such other changes, alterations, additions to or extensions of the Tunnel and the Facilities within the Easement Area as are consistent with the purposes expressed herein. The Tunnel and the Facilities constructed or placed within the Easement Area shall remain the property of the Grantee.
- C. Grantee will endeavor to provide Grantor with no less than fourteen (14) days' notice of any planned construction activities or temporary closures to vehicular access to North 9<sup>th</sup> Street and to provide notice as soon as practicable for any construction activities or temporary closures to vehicular access resulting from an emergency situation, as determined by Grantee, for Grantee's exercise of its rights expressed herein. Grantee shall use reasonable efforts to exercise any right expressed herein in such a manner that will not occasion injury or damage to Grantor and will minimize any adverse impact or disturbance to the Property.
- D. Grantee shall have the right of ingress to and egress from the Easement Area on, over, and across the Property as may be necessary to exercise Grantee's rights expressed herein. Following Grantee's exercise of such right of ingress and egress on, over, or across the Property, Grantee shall restore the surface of the

Property as nearly to its original condition as practicable, including, but not limited to, backfilling of trenches, repaving, replacement of Grantor's property, removal of trash and debris, and removal of any of Grantee's equipment, accessories, or appurtenances not consistent with the construction, maintenance, or operation of the Tunnel and the Facilities or the exercise of any right expressed herein.

- E. Subject to the provisions of Section 3.C., Grantee shall have the right to trim, cut, and remove trees, shrubbery or other natural obstructions, within, on, under, or over the Easement Area which Grantee reasonably deems to interfere with or threaten the efficient and safe construction, maintenance, operation, or repair of the Tunnel or the Facilities.

4. The parties hereto acknowledge and agree that so long as the Commonwealth of Virginia (the "Commonwealth") is a beneficiary of this Easement, the following provisions shall control over any conflicting provisions hereof:

- A. With respect to tort liability for acts or occurrences with respect to this Deed of Easement, including product liability, the Commonwealth is either constitutionally immune (or partially immune) from suit, judgment, or liability, insured, or covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
- B. No equitable, quasi-contractual, or injunctive remedies, other than those specifically authorized by law, may be used or are effective against the Commonwealth.
- C. This Deed of Easement shall be governed by, and construed according to, the laws of the Commonwealth, and any legal action against the Commonwealth shall be instituted and maintained only in the state courts of the Commonwealth.

5. Grantor and Grantee acknowledge that neither has agreed to provide any indemnification or save harmless agreements running to the other. No provision, covenant, or agreement contained in this Deed of Easement shall be deemed, in any manner, to be a waiver of the sovereign immunity of the City of Richmond, or of the Commonwealth, or any of its boards, agencies, or other political subdivisions, from tort or other liability. Further, Grantor and Grantee agree that nothing in this Deed of Easement creates or is deemed to create any partnership, joint venture, or agency relationship between Grantor and Grantee.

6. Grantor represents that, pursuant to § 2.0, Item C-51.50 of Chapter 854 of the 2019 Virginia Acts of Assembly, it has the right to grant the Easement. This Easement shall be perpetual in nature, shall run with the land, and shall be binding upon the parties and their respective successors and permitted assignees.

7. The recitals set forth above are incorporated into this Deed of Easement by this reference. This Deed of Easement shall be construed in accordance with, and governed by, the laws of the Commonwealth without regard to its principles of conflicts of laws. Any and all disputes, claims, or causes of action arising out of or in connection with this Deed of Easement shall be brought, and any judicial proceeding shall take place, only in the Circuit Court for the City of Richmond, Virginia.

WITNESS the following signatures and seals.

GRANTOR:

CITY OF RICHMOND,  
a body politic and municipal corporation of the  
Commonwealth of Virginia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to wit:


The foregoing Deed of Easement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2020, by \_\_\_\_\_, acting in his/her capacity as  
\_\_\_\_\_ of the City of Richmond, Virginia, a body politic and municipal  
corporation of the Commonwealth of Virginia, on behalf of the City.

My commission expires: \_\_\_\_\_

My commission number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

By:   
Name: Andrew Gore  
Title: Assistant City Attorney

GRANTEE:

COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF GENERAL SERVICES

By: \_\_\_\_\_  
Joseph F. Damico

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to wit:

The foregoing Deed of Easement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2020, by Joseph F. Damico, acting in his capacity as Director of the Commonwealth of Virginia,  
Department of General Services, on behalf of the Commonwealth of Virginia.

My commission expires: \_\_\_\_\_

My commission number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



OFFICE OF THE ATTORNEY GENERAL  
Approved as to form:

By: \_\_\_\_\_  
[Deputy] [Senior] Attorney General

RECOMMEND APPROVAL:  
DEPARTMENT OF GENERAL SERVICES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED BY THE GOVERNOR:

Pursuant to § 2.2-1149 of the Code of Virginia (1950), as amended, and by the authority vested in me to act for and on behalf of the Governor of Virginia under Executive Order 88 (01) dated December 21, 2001, I hereby approve this Easement and the execution of this instrument.

\_\_\_\_\_  
Secretary of Administration

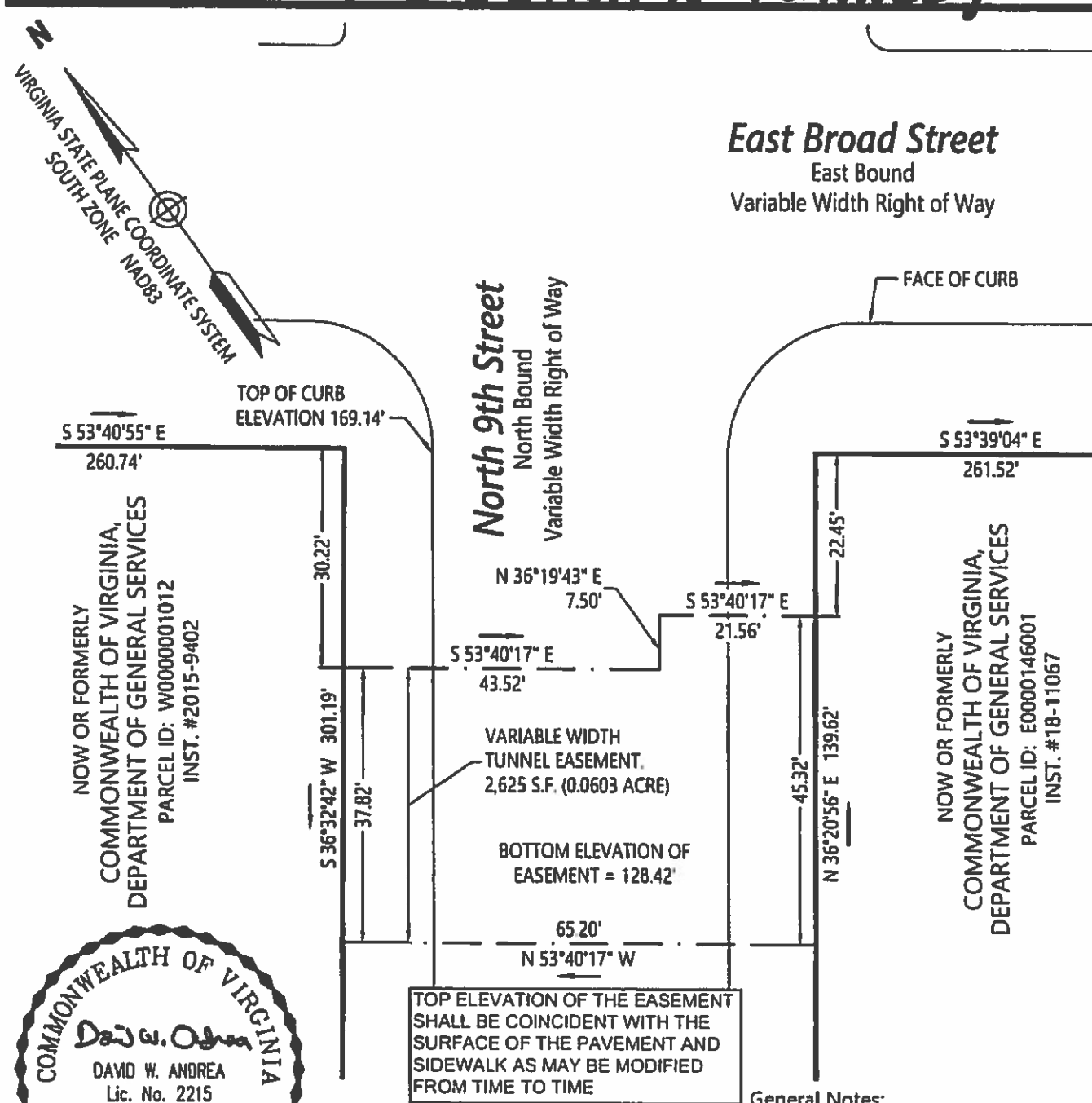
\_\_\_\_\_  
Date

**Exhibit A**

*[Label plat Exhibit A and attach it in lieu of this page]*

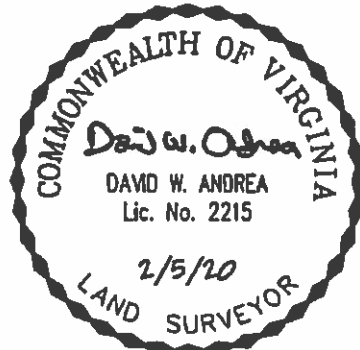
# Exhibit A (PEDESTRIAN TUNNEL)

**East Broad Street**  
East Bound  
Variable Width Right of Way



NOW OR FORMERLY  
COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF GENERAL SERVICES  
PARCEL ID: W000001012  
INST. #2015-9402

NOW OR FORMERLY  
COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF GENERAL SERVICES  
PARCEL ID: E0000146001  
INST. #18-11067



TOP ELEVATION OF THE EASEMENT SHALL BE COINCIDENT WITH THE SURFACE OF THE PAVEMENT AND SIDEWALK AS MAY BE MODIFIED FROM TIME TO TIME



REVISED: 2/5/20

**vhb**  
Transportation, Land Development and Environmental Services  
Two Columbus Center, 4500 Main Street Suite 400, Virginia Beach, Virginia 23462  
Phone 757/490-0132 | Fax 757/490-0136

Exhibit Showing  
Variable Width Tunnel Easement For  
**Virginia General Assembly Building**  
City of Richmond, Virginia

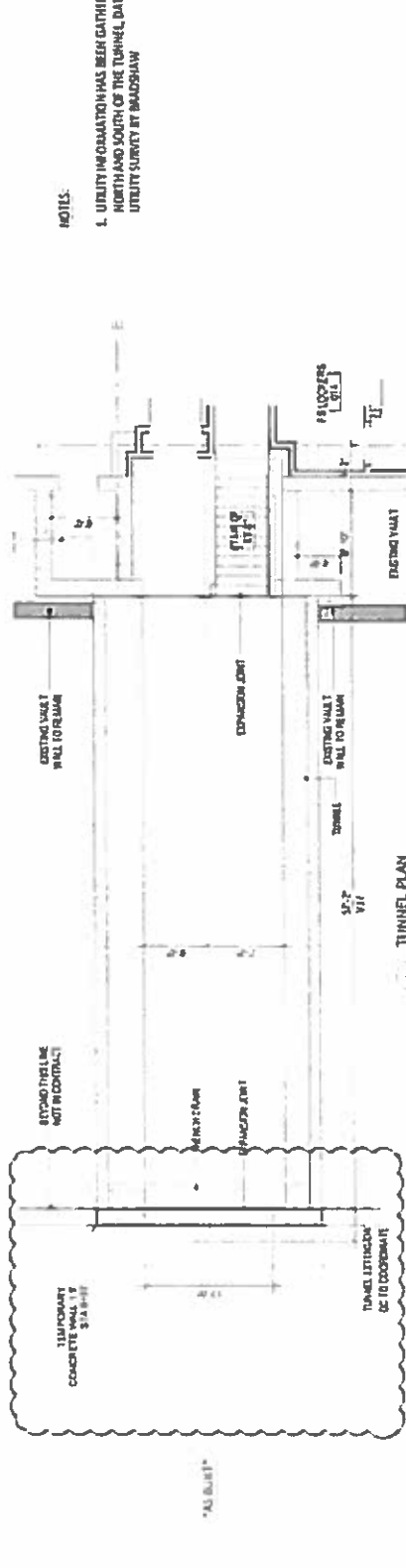
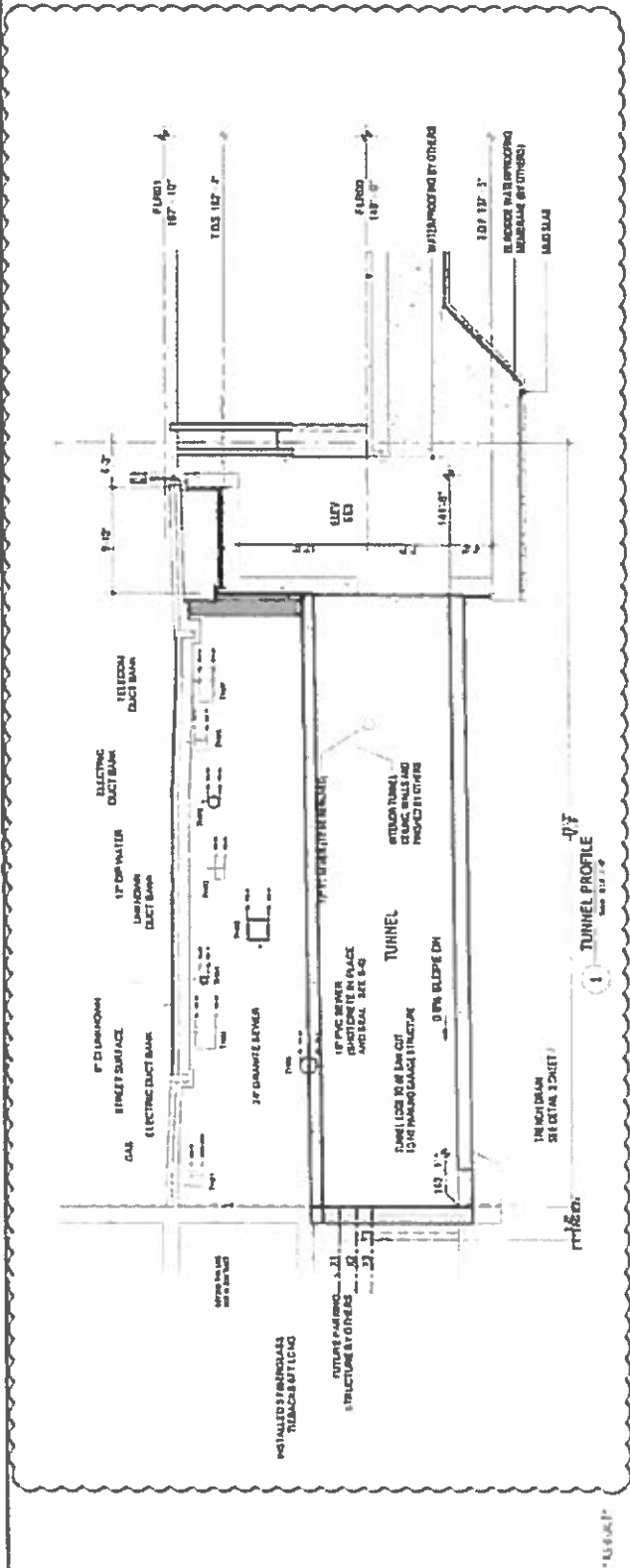
Date	2/6/19
Scale	1" = 20'
VHBCad File Name	34157tunnel
Project Number	34157.00

**Exhibit B**

*[Label diagram Exhibit B and attach it in lieu of this page]*

# Exhibit B (PED. TUNNEL)

## (UNDERGROUND UTILITIES)



**NOTES:**

- UTILITY INFORMATION HAS BEEN GATHERED FROM TWO SURVEY LINES NORTH AND SOUTH OF THE TUNNEL, DATED 04/25/2017 AND THE UTILITY SURVEY BY BRADSHAW

<b>CLIENT/DRAWER</b> <b>BRADSHAW</b> CONSTRUCTION CORPORATION <small>1111 North 15th Street          Suite 200          Richmond, VA 23261          Phone: (804) 621-3300          Fax: (804) 621-3301</small>	<b>DESIGNER</b> <b>ALDEA</b> <small>1000 North 15th Street          Suite 200          Richmond, VA 23261          Phone: (804) 621-3300          Fax: (804) 621-3301</small>	<b>PROJECT</b> VIRGINIA GENERAL ASSEMBLY BUILDING - PEDESTRIAN TUNNEL	<b>DATE</b> 04/25/17	<b>SCALE</b> AS SHOWN	<b>BY</b> JLB	<b>CHECKED BY</b> JLB	<b>DATE</b> 04/25/17	<b>PROJECT NO.</b> 150225019	<b>SHEET NO.</b> 1 OF 1
		<b>DATE</b> 04/25/17	<b>SCALE</b> AS SHOWN	<b>BY</b> JLB	<b>CHECKED BY</b> JLB	<b>DATE</b> 04/25/17	<b>PROJECT NO.</b> 150225019	<b>SHEET NO.</b> 1 OF 1	

OFFICE OF THE ATTORNEY GENERAL  
Approved as to form:

By: \_\_\_\_\_  
[Deputy] [Senior] Attorney General

RECOMMEND APPROVAL:  
DEPARTMENT OF GENERAL SERVICES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED BY THE GOVERNOR:

Pursuant to § 2.2-1149 of the Code of Virginia (1950), as amended, and by the authority vested in me to act for and on behalf of the Governor of Virginia under Executive Order 88 (01) dated December 21, 2001, I hereby approve this Easement and the execution of this instrument.

\_\_\_\_\_  
Secretary of Administration Date