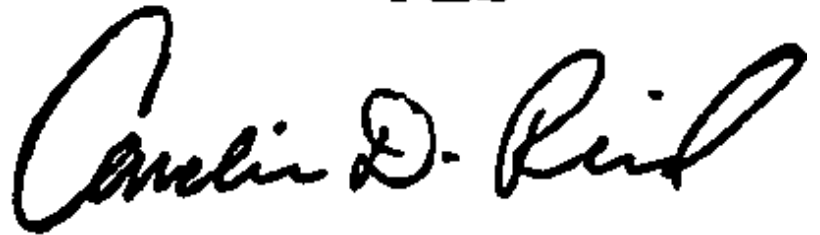


owned property known as 800 North 5th Street. Such Deed of Easement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, reading "Carolin D. Reil". The signature is written in a cursive style with a large initial 'C' and a long, sweeping tail.

City Clerk





**CITY OF RICHMOND
Intra-City Correspondence**

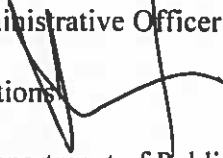
O&R REQUEST


DATE: March 15, 2023 **EDITION:** 1


TO: The Honorable Members of City Council


THROUGH: The Honorable Levar M. Stoney, Mayor 

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer 

THROUGH: Robert C. Steidel, DCAO - Operations 

THROUGH: Bobby Vincent, Director of the Department of Public Works 

THROUGH: Sharon L. Ebert, DCAO – Planning & Economic Development Portfolio 

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

RE: **PROPOSED EASEMENTS FOR A TRAFFIC ATTENUATOR AND SIGN FACILITIES ON CITY PROPERTY LOCATED AT 800 NORTH 5TH STREET**

ORD. OR RES No. _____

PURPOSE: To authorize the Chief Administrative Officer to grant to the Commonwealth of Virginia (c/o Virginia Department of Transportation) easements, for the purpose of installing a traffic attenuator and sign facilities on City property located at 800 North 5th Street (Parcel ID. N000032001) as depicted on the attached plans “PROJECT 0004-127-051 SHEET NO. 3RW” and “PROJECT 0064-127-022 SHEET NO. 3RW.”

REASON: The easements are required for new equipment and facilities associated with the replacement of the North 4th Street and North 5th Street bridge structures which span, and carry City streets, across I-95.

RECOMMENDATIONS: The Administration recommends approval of the easements as described within the Deeds of Easement and depicted on the plan sheets.

BACKGROUND: As part of the I-95 bridge superstructure replacement projects, easements will be required within the parking lot located at 800 North 5th Street. The North 5th Street bridge project includes replacement of the existing overhead sign structure. The new overhead sign structure, due to the existing buried utilities that are in the roadway, the modified bridge superstructure and current safety requirements, will have a modified vertical support columns layout. The western support column will be

located outside of the existing limited access right-of-way, within the parking lot property requiring the City to grant a 220± square foot easement. The North 4th Street bridge superstructure is being replaced and with its slightly modified width and current safety requirements, an impact attenuator is required on the approach end of the new superstructure heading north. Due to the impact attenuator size and foundation requirements, it will extend outside of the existing limited access right-of-way, into the parking lot property requiring the City to grant a 149± square foot easement.

FISCAL IMPACT: None.

FISCAL IMPLICATIONS: None.

BUDGET AMENDMENT NECESSARY: No.

REVENUE TO CITY: None anticipated.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: March 27, 2023

CITY COUNCIL PUBLIC HEARING DATE: April 24, 2023

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: No committee referral pursuant to City Council's Rule of Procedure – Rule VI(B)(3)(c)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Planning Commission

AFFECTED AGENCIES: Public Works; Law Department; Planning & Development Review; Public Utilities; Assessor; Finance; Budget and Strategic Planning; Fire Department; Police Department, Mayor's Office, and CAO's Office

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Deed of Easement (Impact Attenuator)
Deed of Easement (Sign Facilities)
Plan "PROJECT 0004-127-051 SHEET NO. 3RW"
Plan "PROJECT 0064-127-022 SHEET NO. 3RW"
Richmond Parcel Mapper Site Plan & Aerial Photo

STAFF:

Joseph Davenport, Chief of Construction & Inspection/ROW Manager – Dept. of Public Works
Matt Welch, Senior Policy Advisor – Planning & Economic Development Portfolio
Christopher Nizamis, Real Estate Manager – Real Estate Strategies/DED

Return To KDR Real Estate Services 2500 Grenoble Rd Richmond, VA 23294

TAX MAP #N000-0032-001

RW-28
Revised 6/16
UPC 113388

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(E)

THIS DEED OF EASEMENT, made this _____ day of _____, 2023, by and between **CITY OF RICHMOND**, a municipal corporation organized under the laws of the Commonwealth of Virginia, Grantor, and the **COMMONWEALTH OF VIRGINIA**, Grantee,

WITNESSETH: THAT WHEREAS, it is proposed by the Commonwealth to widen or improve State Highway Route I-95 Southbound, Project 0004-127-051, R201, from 0.072 Mile West of I- 95 to 0.031 Mile East of I-95, in the City of Richmond, Virginia; and

WHEREAS, in the improvement it is necessary that the Grantee enter upon the lands of **THE CITY** located in the aforesaid city to install, operate, construct, and maintain impact attenuator equipment and devices onto the lands as shown on Sheet Nos. 3 and 3RW of the plans for the above project on file in the office of the Virginia Department of Transportation, 7511 Burbage Drive, Suffolk, VA 23435;

WHEREAS, THE CITY is the owner of that certain property identified as 800 North 5th Street, Richmond, Virginia 23219, consisting of 0.148 acre, more or less, in City of Richmond, Virginia and is willing to grant an easement to **GRANTEE** for the purposes set forth herein.

WHEREAS, THE CITY desires to convey to **GRANTEE** an easement, in accordance with the plan sheets, as hereinafter provided, for the purpose of installing, operating and maintaining certain impact attenuator facilities that will be located within the easement on the Property; and

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) cash in hand paid to **THE CITY**, receipt of which is hereby acknowledged, **THE CITY** grants and conveys to the Grantee, the permanent right and easement (the "Easement"), consisting of 149 square feet, more or less, and identified as shown on Sheet Nos. 3 and 3RW of the plans and described as follows (the "Easement Area"):

PARCEL 003 – PERMANENT EASEMENT FOR IMPACT ATTENUATOR

BEGINNING AT A POINT 38.02 FEET RIGHT OF STATION 405+01.55 ON THE N. 4TH STREET CONSTRUCTION BASELINE, SAID POINT BEING THE INTERSECTION OF THE EASTERN RIGHT OF WAY LINE OF 4TH STREET AND THE WESTERN RIGHT OF WAY / LIMITED ACCESS LINE OF I-95 SOUTHBOUND LANE,

THENCE, ALONG THE FOLLOWING COURSES:

THENCE, S 52°19'35" E 5.69', TO A POINT; THENCE, S 52°43'42" W 27.91', TO A POINT; THENCE, N 37°16'18" W 5.49', TO A POINT; SAID POINT BEING A POINT ON THE EASTERN RIGHT OF WAY OF N 4TH STREET; THENCE ALONG SAID RIGHT OF WAY, N 52°43'42" E 26.44', TO A POINT; SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 149 SQUARE FEET, MORE OR LESS.

The Easement is subject to all existing easements, rights-of-way, covenants, encumbrances and restrictions of record, and is further subject to the following conditions:

A. **GRANTEE** shall have the exclusive right to install, construct, operate, maintain, renew, replace, repair and use impact attenuator and associated facilities as it may, in its sole discretion, deem appropriate. The impact attenuator facilities constructed and installed shall remain the exclusive property of **GRANTEE**, its successors or assigns.

B. **GRANTEE** shall have the exclusive right to inspect, rebuild, remove, repair, improve and make such changes, alterations, additions to or extensions of its impact attenuator facilities as it shall, in its sole discretion, deem appropriate; provided, however, that all such impact attenuator facilities (including improvements to and replacements of such impact attenuator facilities) and

construction, installation, maintenance and repair shall conform to all applicable laws, ordinances, codes and regulations.

C. **THE CITY** shall have no obligation to pay any cost, fee, expense or other charge associated with the installation, presence or removal of said impact attenuator facilities. **GRANTEE** shall be solely responsible therefore.

D. Upon completion of construction, installation, maintenance, replacement, relocation or removal of the impact attenuator facilities (the "Work,") **GRANTEE** shall remove from the Easement Area any equipment, accessories or appurtenances not needed for the operation and maintenance of the impact attenuator facilities and shall return the Easement, as nearly as reasonably possible, to its condition as it existed immediately prior to the commencement of the Work.

E. **GRANTEE** shall maintain the Easement Area in such condition so as not to endanger or limit the use of **THE CITY**'s adjacent property or any use of the Easement Area by **THE CITY** not inconsistent with the rights granted hereunder. **THE CITY** may use the Easement Area for any purpose not inconsistent with the rights hereby granted in this Deed of Easement, provided such use does not interfere with the safe and efficient construction, operation, and maintenance of the impact attenuator facilities, and further provided that such use is not inconsistent with any laws, ordinances, codes or regulations pertaining to the construction, operation and maintenance of the impact attenuator facilities and to which **THE CITY** is subject.

G. Upon the termination of this Easement, **GRANTEE** shall remove any improvements constructed in the Easement Area and restore **THE CITY**'s property as nearly to its original condition as practicable.

THE CITY by the execution of this instrument acknowledges that the effect that the Easement and the impact attenuator facilities to be installed may have upon its property have been fully explained to **THE CITY** or its authorized representative.

THE CITY covenants and agrees for itself, its heirs, successors and assigns, that the consideration mentioned above and paid to it shall be in lieu of any and all claims to compensation for the easement, and for damages, as specifically regards damages to property valuation and not physical property damage, if any, which may result by reason of the use to which the Grantee will put the easement to be conveyed.

WITNESS the following signature and seal:

SIGNATURES ON THE FOLLOWING PAGE

**CITY OF RICHMOND, a municipal corporation
organized under the laws of the Commonwealth of
Virginia**

J. E. Lincoln Saunders, Chief Administrative Officer

COMMONWEALTH OF VIRGINIA,
COUNTY/CITY OF _____

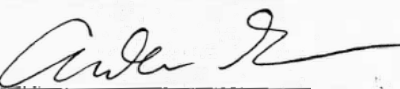
The foregoing instrument was acknowledged before me _____, 20____, by J. E.
Lincoln Saunders, acting in his capacity as Chief Administrative Officer of the City of Richmond, a
municipal corporation of the Commonwealth of Virginia, on behalf of the City of Richmond.

Notary Public

My commission expires: _____

Notary Registration No.: _____

APPROVED AS TO FORM:

By: 
City Attorney or Designee

10111 ALLENS TERRACE 10112 10113 10114 10115 10116



TERMS RELATIVE TO CONSTRUCTION
 IN THE REGULATION AND CONTROL OF THE
 CONSTRUCTION OF THE PROJECT
 BY THE DEPARTMENT OF THE ENVIRONMENT

NOTE: PROPERTY AND INTERESTS FOR
 THE PROJECT SHALL BE CONVEYED TO THE
 PROPERTY. ALL OTHER PROPERTY AND
 INTERESTS SHALL REMAIN UNTOUCHED.

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10135 10136 10137 10138 10139 10140

10141 10142 10143 10144 10145 10146

10147 10148 10149 10150 10151 10152

Area Table

Parcel	Proposed Project Area (SQ FT)	100 SF
000	100 SF	100 SF

195 SB CONSTR. B
 4TH ST. CONSTR. B
 5TH ST. CONSTR. B

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1017 1018 1019 1020 1021 1022

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Richmond Parcel Map

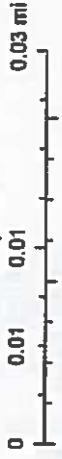


1/24/2023, 12:42:26 PM

- City Boundary
- Parcels

Address Labels

1:1,128



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Clashes appear in map services do not include Richmond. However, this map product is produced from a City of Richmond application source. The default map services is provided by ESRI and the City has no control over metadata tags appearing therein.



800 N 5th St
800 N 5th St, Richmond, VA
37°55'N, 77°43'W



800 N 5th St

Google Earth
Google

Camera: 29 m 37°32'51" N 77°25'57" W

40 m