

AN ORDINANCE NO. 87-189-178

ADOPTED SEP 14 1987

To authorize Two James Center, James Center Hotel Associates and Three James Center, owners, and any successors of the said entities, to encroach in, on, upon, across, through and along Cary Street, 10th Street, Canal Street and 12th Street, in the block bounded by Cary Street, 10th Street, Canal Street and 12th Street, with surface encroachments, as shown shaded and shaded and hatched on plan prepared by the Department of Public Works, designated DPW Drawing No. O-21697, entitled: "Surface encroachments in the Block Bounded by 10th, 12th, Cary and Canal Streets. (James Center)", upon certain terms and conditions.

Patron - City Manager (By Request)

Approved as to form and legality
by City Attorney

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That Two James Center, James Center Hotel Associates, and Three James Center, owners, and any successors thereof, hereinafter referred to as "Licensee", are hereby permitted to encroach in, on, upon, across, through and along Cary Street, 10th Street, Canal Street and 12th Street, in the block bounded by Cary Street, 10th Street, Canal Street and 12th Street, with surface encroachments (15,200 square feet, more or less) to the extent and in the manner, as shown shaded and shaded and hatched on plan prepared by the Department of Public Works, designated DPW Drawing No. O-21697, entitled: "Surface Encroachments in the

Block Bounded by 10th, 12th, Cary and Canal Streets. (James Center)", dated June 30, 1987, a copy of which is attached to the draft of this ordinance. The permission herein granted shall continue until such time as the encroachments or a substantial part or parts thereof shall be removed or destroyed subject to the provisions and conditions contained in Section 2.04(e) of the Charter of the City of Richmond.

§ 2. That the permission granted in § 1 of this ordinance is granted upon and subject to the following terms and conditions:

(a) That all cost shall be borne by the Licensee, Two James Center, James Center Hotel Associates, and Three James Center.

(b) That the Licensee, or successors, shall pay to the City for the use and occupancy of the space in the streets such charges as Council has heretofore or may hereafter prescribe for such use of the public streets which may be increased or decreased or otherwise modified at any time and from time to time by the Council.

(c) That the Licensee, or successors, shall indemnify, keep and hold the City free and harmless from liability on account of injury or damage to persons, firms and corporations and property growing out of such use of the streets and the installation, construction, maintenance,

repair, operation and removal of the encroachments, and in the event that suit shall be brought against the City, either independently or jointly with the Licensee on account thereof, the Licensee shall defend the City in any such suit at its cost, and in the event of a final judgment being obtained against the City, either independently or jointly with the Licensee, it shall pay such judgment and all costs and hold the City harmless therefrom.

(d) That the Licensee, or successors, shall insure its liability in connection with the encroachments providing indemnities of not less than \$500,000 for bodily injuries and property damage resulting from such encroachments. The City shall be named as an additional insured under the insurance contract. The Licensee, or successors, shall keep the insurance in full force and effect at all times during the installation, maintenance, existence and removal of the encroachments. The Licensee shall provide the City with a certificate of such insurance which shall contain a statement that the insurance is provided to enable the Licensee to perform its obligation under this paragraph (d) and that the insurance shall not lapse or otherwise expire prior to sixty days' written notice thereof given by the Licensee's insurance carrier to the City Manager of the City, anything in such insurance contract to the contrary notwithstanding.

(e) The Licensee, or its successors, shall furnish the City a bond with corporate surety approved by the City Attorney in the sum of \$25,000 conditioned upon the removal of the encroachment and replacement and restoration of the streets and any public utility therein damaged, disturbed or destroyed thereby in a manner, with such materials and to the satisfaction of the Directors of Public Works, Public Utilities and Public Safety when ordered to do so by the Council, or upon repeal of this ordinance, or upon the failure, refusal or neglect of the Licensee to comply fully and in all respects with the provisions of this or any other ordinance relating thereto. The Licensee, or successors, shall pay all premiums chargeable for the bond and shall keep the same in full force and effect at all times during the existence and removal of the encroachments. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire prior to sixty days written notice to that effect given to the City Manager of the City.

(f) Prior to commencing work in, over, upon, through or along any street any and all permits required for such work shall be obtained under provisions of ordinances and regulations relating to issuance of such permits. All work performed pursuant to such permits shall be performed

in a manner satisfactory to the Directors of Public Works, Public Safety and Public Utilities.

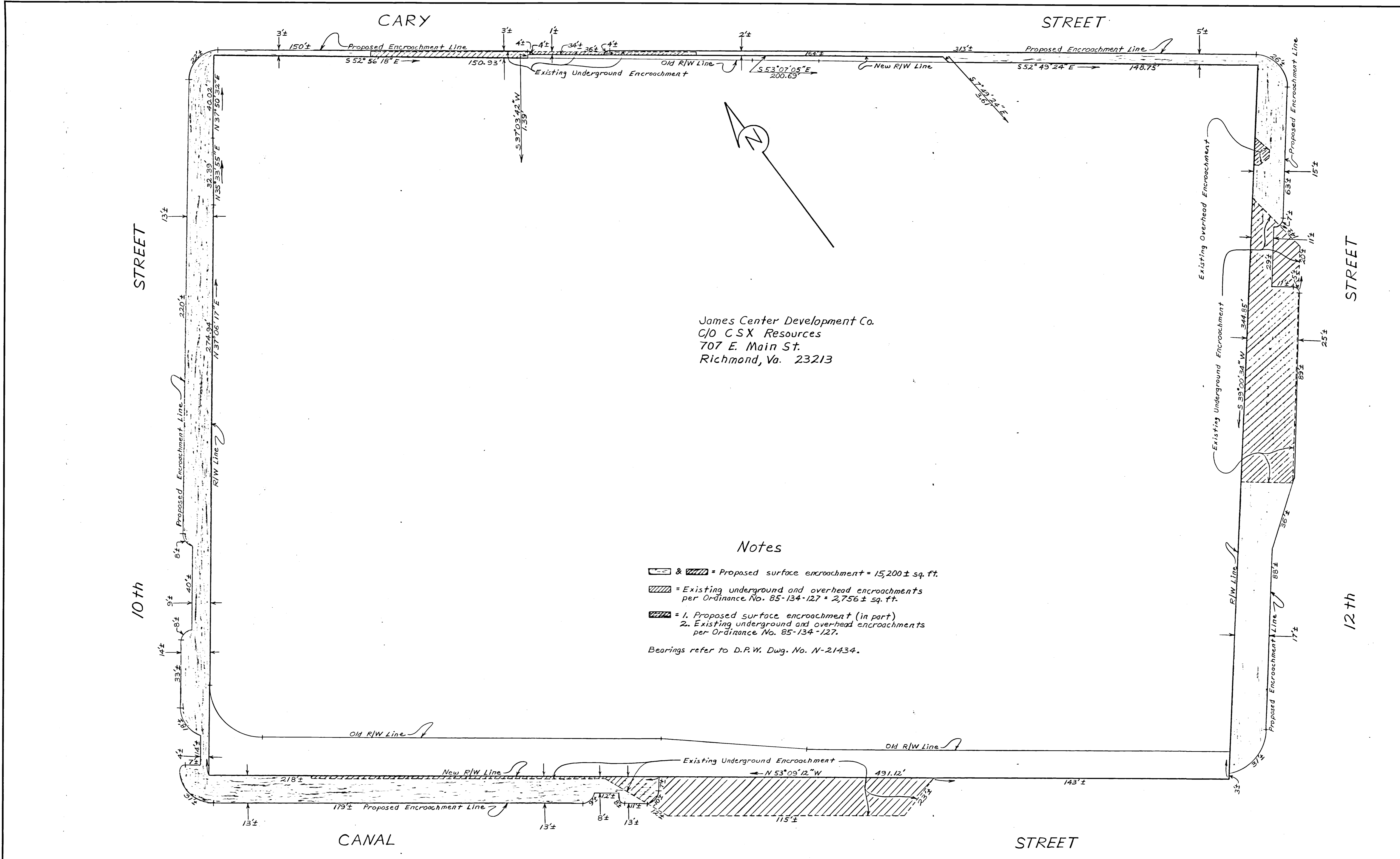
(g) That the Licensee shall require any contractor or contractors engaged by it to furnish a public liability and property damage insurance contract or contracts naming therein the City as an insured thereunder, which shall provide indemnities of not less than \$500,000 combined coverage for bodily injuries and damage to property resulting from the construction. Such policy shall provide for the payment of any final judgment that may be rendered against the City by reason of any person being injured or damaged in any way in person or property by the construction.

(h) Licensee, or successors, shall restore and replace portions of streets and public utilities of the City disturbed or destroyed.

(i) This ordinance is adopted pursuant to the power granted the Council by law. It is not intended by the adoption of this ordinance to offer or grant a franchise and the permission hereby granted shall at all times be subject to revocation by the Council and the terms and conditions upon which it is granted shall be subject to modification at any time and from time to time by the Council. Upon such revocation or modification the Licensee, or successors, shall immediately conform to the requirements, if any, prescribed by the Council with respect thereto.

§ 3. This ordinance shall be in force upon adoption and shall become effective when within twelve months of the date of adoption the Licensee shall furnish the required insurance and bond and files with the City Clerk a written statement in form satisfactory to the City Attorney to the effect that the Licensee agrees to the terms and conditions upon which such permission is granted and agrees to be bound thereby and to observe and comply therewith, and any contractor of said Two James Center, James Center Hotel Associates, and Three James Center furnishes required insurance.

§ 4. Two James Center, James Center Hotel Associates, and Three James Center shall be responsible for satisfying all terms and conditions for this ordinance coming into force and effect.



James Center Development Co.
 C/O CSX Resources
 707 E. Main St.
 Richmond, Va. 23213

Notes

- & = Proposed surface encroachment = 15,200 ± sq. ft.
 - = Existing underground and overhead encroachments per Ordinance No. 85-134-127 = 2,756 ± sq. ft.
 - = 1. Proposed surface encroachment (in part)
 2. Existing underground and overhead encroachments per Ordinance No. 85-134-127.
- Bearings refer to D.P.W. Dwg. No. N-21434.

NOTES

- Cuts and fills shown represent the difference in elevation of ground at property line and the sidewalk grade.
- Fences, walks, steps, or coping walls adjacent to the street line, affected by the grading of streets, will not be replaced or repaired at the City's expense unless otherwise shown on plan.
- Lot dimensions in parentheses are from deeds.
- Property owners correct as of 10-30-87.
- Ord. No. 87-189-176 Adopted: 9-14-87
- Accepted: 10-5-87

REFERENCES
 N-21434, O-21351, Ode/I Drawing MP-8af.

REVISIONS

LEGEND

Existing Curb & Gutter		Existing Door or Window (on plan)		Proposed Alley Crossing/Driveway	
Existing Sidewalk		Proposed Entrance Walk (on profile)		Existing Alley Crossing/Driveway	
Existing Sewer		Grades Furnished by D. P. W.		Proposed Wheelchair Ramps	
Existing Sewer Manhole		Proposed Sewer		Existing Wheelchair Ramps	
Existing Gas		Proposed Sewer Manhole		Proposed Fire Hydrant	
Existing Water		Proposed Catch Basin		Existing Fire Hydrant	
Existing Conduit		Proposed Curb & Gutter		Castings: Water Valve	
Existing Tree		Proposed Sidewalk		Water Meter	
Existing Shrubs		Proposed Roadway Paving		Gas Drip	
Existing Entrance Walk		Proposed Alley Paving		Gas Valve	
Existing Coping		Proposed Future Curb		Telephone Manhole	
		Proposed Curb & Gutter		Electric Manhole	

Survey Administrator *William Belmont (acting)*
 Division of Streets *John J. Pitt (acting)*
 Division of Sewers *William J. Shaw (acting)*
 Chief, Bureau of Engineering *John J. Pitt*
 Director of Public Works

DESIGNED BY *J* DRAWN BY *J* CHECKED BY *MC*

DEPARTMENT OF PUBLIC WORKS
 RICHMOND, VIRGINIA

Block No. E-63

Surface Encroachments In The Block Bounded By 10th, 12th, Cary And Canal Streets. (James Center)

AUTHORITY: Director - Letter of request dated 4-7-87 and signed by Ron Hayes, Folsom Assoc.

DATE 6-30-87 PROJECT 7-1-Co-9MM#4 SHEET OF 0-21697