

INTRODUCED: September 8, 2025

AN ORDINANCE No. 2025-190

To provide for the granting by the City of Richmond to the person, firm or corporation to be ascertained in the manner prescribed by law of an easement upon, over, under, and across certain property known as 510 East 4th Street for the construction, maintenance, and operation of improvements and associated appurtenances for the generation, distribution and transmission of electricity in accordance with a certain Right of Way Agreement.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: OCT 14 2025 AT 6 P.M

WHEREAS, following the introduction of this ordinance, the City Clerk has caused to be advertised, once a week for two successive weeks in a newspaper of general circulation published in the city of Richmond, a descriptive notice of the Right of Way Agreement attached to this ordinance, which notice:

1. included a statement that a copy of the full text of the ordinance is on file in the office of the City Clerk;
2. invited bids for the easements offered to be granted in and by this ordinance, which bids were to be:

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

- (a) delivered in writing to the presiding officer of the Council of the City of Richmond at its regular meeting to be held on October 14, 2025, at 6:00 p.m., in open session; and
 - (b) presented by the presiding officer to the Council; and
 - (c) then dealt with and acted upon in the mode prescribed by law;
- 3. required that all bids for the easement hereby offered to be granted shall be submitted in writing as required by law; and
 - 4. reserved the Council's right to reject any and all bids; and

WHEREAS, the deadline for the receipt of bids has passed, all bids have been received, and the Council is prepared to act in accordance with sections 15.2-2102 or 15.2103, or both, of the Code of Virginia (1950), as amended;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That there shall be granted in the manner prescribed Article VII, Section 9 of the Constitution of Virginia and Title 15.2, Chapter 21, Article 1, §§ 15.2-2100-15.2-2108.1:1 of the Code of Virginia (1950), as amended, an easement upon, over, under, and across certain property known as 510 East 4th Street and identified as Tax Parcel No. S000-0319/001 in the 2025 records of the City Assessor for the construction, maintenance, and operation of improvements and associated appurtenances for the generation, distribution and transmission of electricity for the property located at 510 East 4th Street in the city of Richmond, in accordance with a certain Right of Way Agreement, a copy of which is attached to and incorporated into this ordinance, to the following grantee:

§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute the Right of Way Agreement between the City of Richmond as grantor and the grantee identified in section 1 of this ordinance to grant an easement upon, over, under, and across certain real property known as 510 East 4th Street and identified as Tax Parcel No. S000-0319/001 in the 2025 records of the City Assessor for the construction, maintenance, and operation of improvements and associated appurtenances for the generation, distribution and transmission of electricity for the property located at 510 East 4th Street in the city of Richmond by such grantee, provided that:

(a) The Right of Way Agreement has first been approved as to form by the City Attorney and is substantially in the form of the document attached to this ordinance;

(b) The grantee identified in section I of this ordinance has first executed a bond, with good and sufficient security, in favor of the City of Richmond, Virginia, in the amount of \$50.00 and conditioned upon the construction, maintenance, and operation of improvements and associated appurtenances for the generation, distribution and transmission of electricity for the property located at 510 East 4th Street in the city of Richmond as provided for in the granted easement, with such bond in a form acceptable to the Chief Administrative Officer and approved as to form by the City Attorney; and

(c) The grantee identified in section I of this ordinance has first paid all costs incurred in connection with the advertisement of this ordinance, in accordance with section 15.2-2101 of the Code of Virginia (1950), as amended.

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

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: May 20, 2025

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Danny Avula, Mayor

THROUGH: Odie Donald, Chief Administrative Officer

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

THROUGH: Bobby Vincent, Director of Public Works

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

RE: Proposed easement on City-owned land located at 510 E 4th Street for the construction, maintenance, and operation of improvements and associated appurtenances for the generation, distribution and transmission of electricity including the relocation of electrical power poles in support of a private development project located at 925 E 4th Street.

ORD. OR RES No. _____

PURPOSE: To provide for the granting by the City of Richmond to the person, firm or corporation to be ascertained in the manner prescribed by law of an easement upon, over, under, and across certain property known as 510 E 4th Street for the construction, maintenance, and operation of improvements and associated appurtenances for the generation, distribution and transmission of electricity in accordance with a certain Right of Way Agreement.

BACKGROUND: 510 E 4th Street is city-owned land consisting of 9.4504± acres located in the southside of the City (Parcel ID No. S0000319001). This parcel is currently non-developable and used as a stormwater basin and within the M-2 heavy industrial zoning district. Work is underway to construction a new, privately owned building located at 925 E 4th Street which is requiring the relocation of various power poles and the installation of guy wires on city-owned property. The City's Department of Public Works has confirmed that due to the sites current use, such activity will not impact the use of the site.

The building requires the power provider to upgrade and relocate the existing power poles (2) from the property that will serve the new facility with 3 phase power. This upgrade will require the power provider to install 2 poles and guy wires within two separate 30' x 30' demarked areas. To provide sufficient power to the new facility, the power provider is requesting a Right of Way Agreement to run their facilities to the new building.

Construction is expected to be completed in 2025. The parcel is in Council District #6.

COMMUNITY ENGAGEMENT: None applicable for the Right of Way request.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: None

FISCAL IMPACT: None.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: September 8, 2025

CITY COUNCIL PUBLIC HEARING DATE: September 22, 2025

REQUESTED AGENDA: Consent Agenda

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

AFFECTED AGENCIES: Public Works, Legal Department and Economic Development.

RELATIONSHIP TO EXISTING ORD. OR RES.: None

ATTACHMENTS: WR# 10635242 - Plat Plan
Right of Way Agreement
Richmond Parcel Mapper and site photos

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

Right of Way Agreement

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

W I T N E S S E T H:

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

1.1 to construct, operate and maintain a pole line including, all wires, poles, attachments, ground connections including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all equipment, accessories and appurtenances desirable in connection therewith.

2. The easement granted herein shall extend THIRTY (30') feet in width across the lands of **GRANTOR** situated in Richmond City, Virginia, as more fully described on Plat(s) Numbered 05-25-0038, dated 04/04/2025, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

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

This Document Prepared by _____ and should be returned to:

_____.

Initials: _____

Right of Way Agreement

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

5. For the purpose of exercising the right granted herein, GRANTEE shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, GRANTEE shall have such right of ingress and egress over the lands of GRANTOR adjacent to the easement. GRANTEE shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

6. GRANTEE shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to GRANTEE's rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay GRANTOR, at GRANTEE's option, for other damage done to GRANTOR's property inside the boundaries of the easement (subject, however, to GRANTEE's rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by GRANTEE in the process of the construction, inspection, and maintenance of GRANTEE's facilities, or in the exercise of its right of ingress and egress; provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after such damage occurs. GRANTOR shall deliver such notice to GRANTEE at the following address:

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with GRANTEE's exercise of any of its rights hereunder. GRANTOR shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, GRANTOR may construct on the easement fences, landscaping (subject, however, to GRANTEE's rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with GRANTEE's exercise of any of its rights granted hereunder. In the event such use does interfere with GRANTEE's exercise of any of its rights granted hereunder, GRANTEE may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by GRANTOR and acceptable to GRANTEE. In the event any such facilities are so relocated, GRANTOR, subject to all necessary approvals, the appropriation of funds by Richmond City Council (the "Council"), any applicable terms of City of Richmond Ordinance No. 2025-009, and other applicable law, shall reimburse GRANTEE for the cost thereof and convey to GRANTEE an equivalent easement at the new site. Notwithstanding the above, where such relocation is due to any of the causes described in Section 2(b) of City of Richmond Ordinance No. 2025-009 (the "Ordinance"), responsibility for the cost of such relocation shall be governed by the Ordinance.

Initials: _____

Right of Way Agreement

8. GRANTEE'S right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of GRANTEE'S obligations as a public service company or such other obligations as may be related to or incidental to GRANTEE'S stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by GRANTOR contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials:_____

11. GRANTOR hereby represents to GRANTEE that, to the best of GRANTOR'S knowledge, (a) GRANTOR is seized of and has the right to convey this easement and the rights and privileges granted hereunder; and (b) GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that they have been duly authorized to execute this easement on behalf of said GRANTOR.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

CITY OF RICHMOND

By: Bonnie M. A. [Signature]

By: _____

Title: Deputy City Attorney

Title: _____

State of _____

County/City of _____, to wit:

I, _____, a Notary Public in and for the State of Virginia at Large,

do hereby certify that this day personally appeared before me in my jurisdiction aforesaid

_____, _____, on behalf of the CITY OF RICHMOND
Name of Officer or Agent Title of Officer or Agent

whose name is signed to the foregoing writing dated this _____ day of _____,
2025, and acknowledged the same before me.

Given under my hand _____.

Notary Public (Print Name)

Notary Name (Signature)

Virginia Notary Reg. No. _____

My Commission Expires: _____

Right of Way Agreement

Exhibit A

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

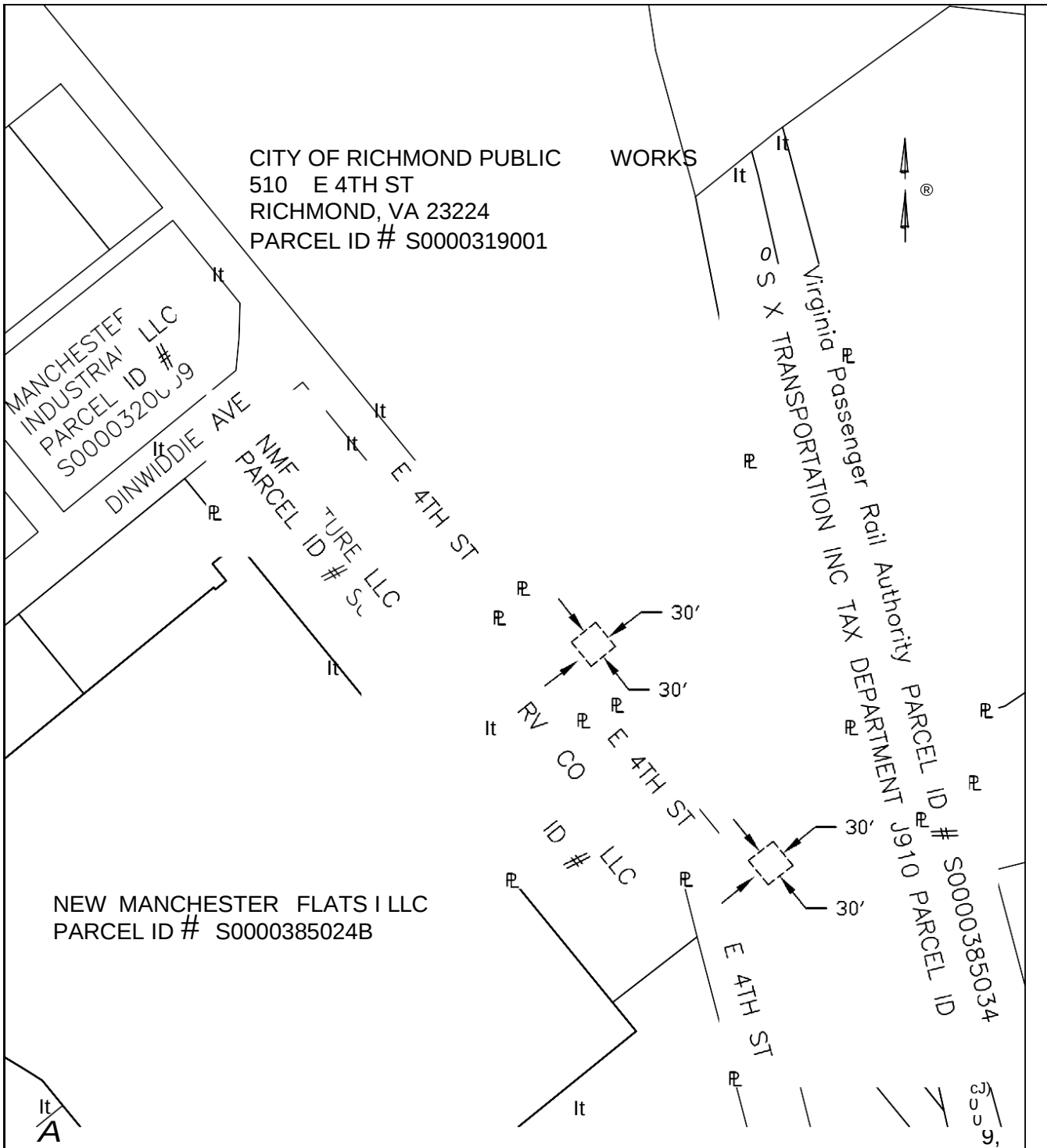
1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for column/s for support granted hereunder, in which case such air rights together with easements for columns for support shall exist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

GRANTOR:

a municipal corporation and political subdivision of the
Commonwealth of Virginia

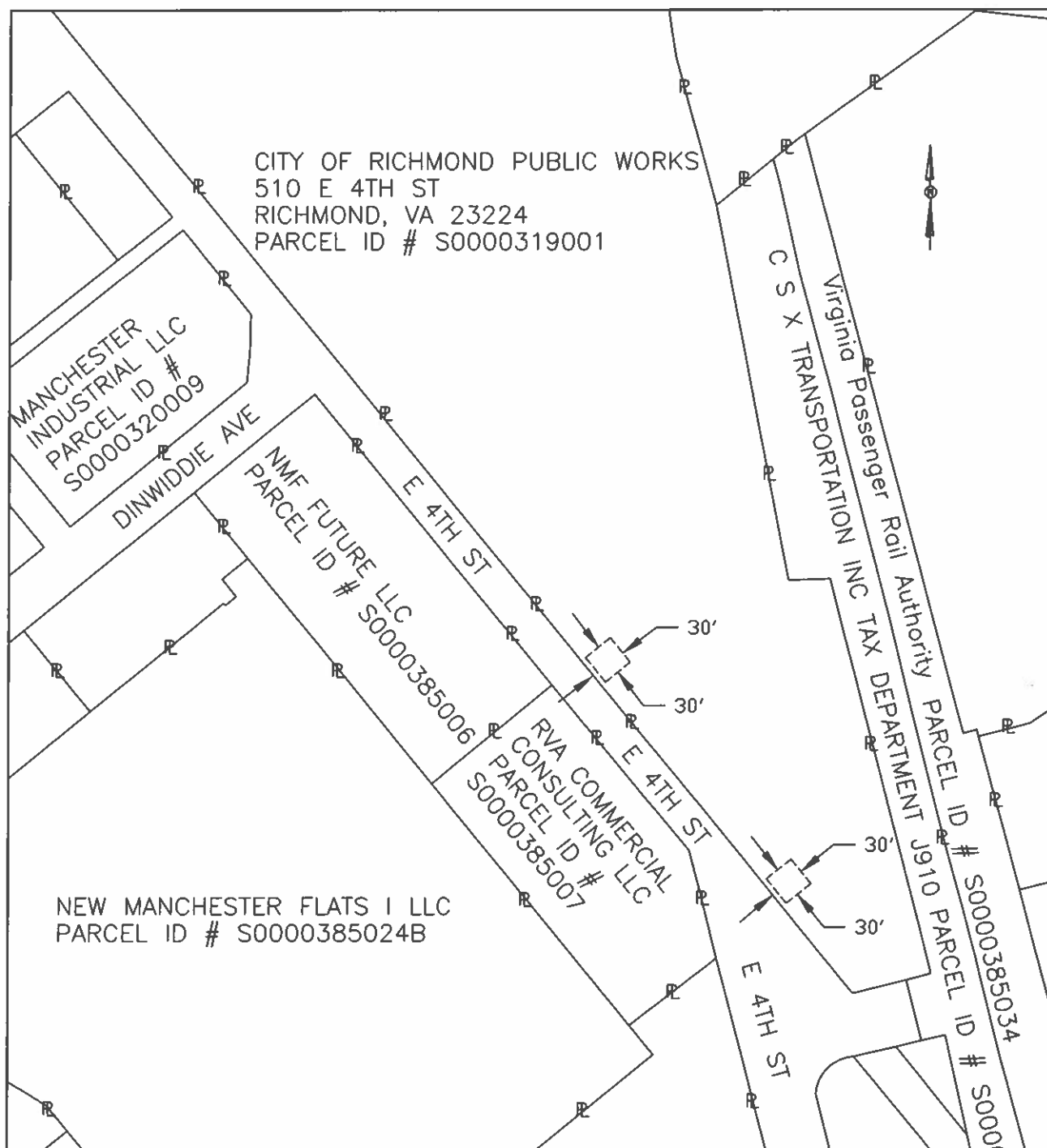
By: _____

Its: _____

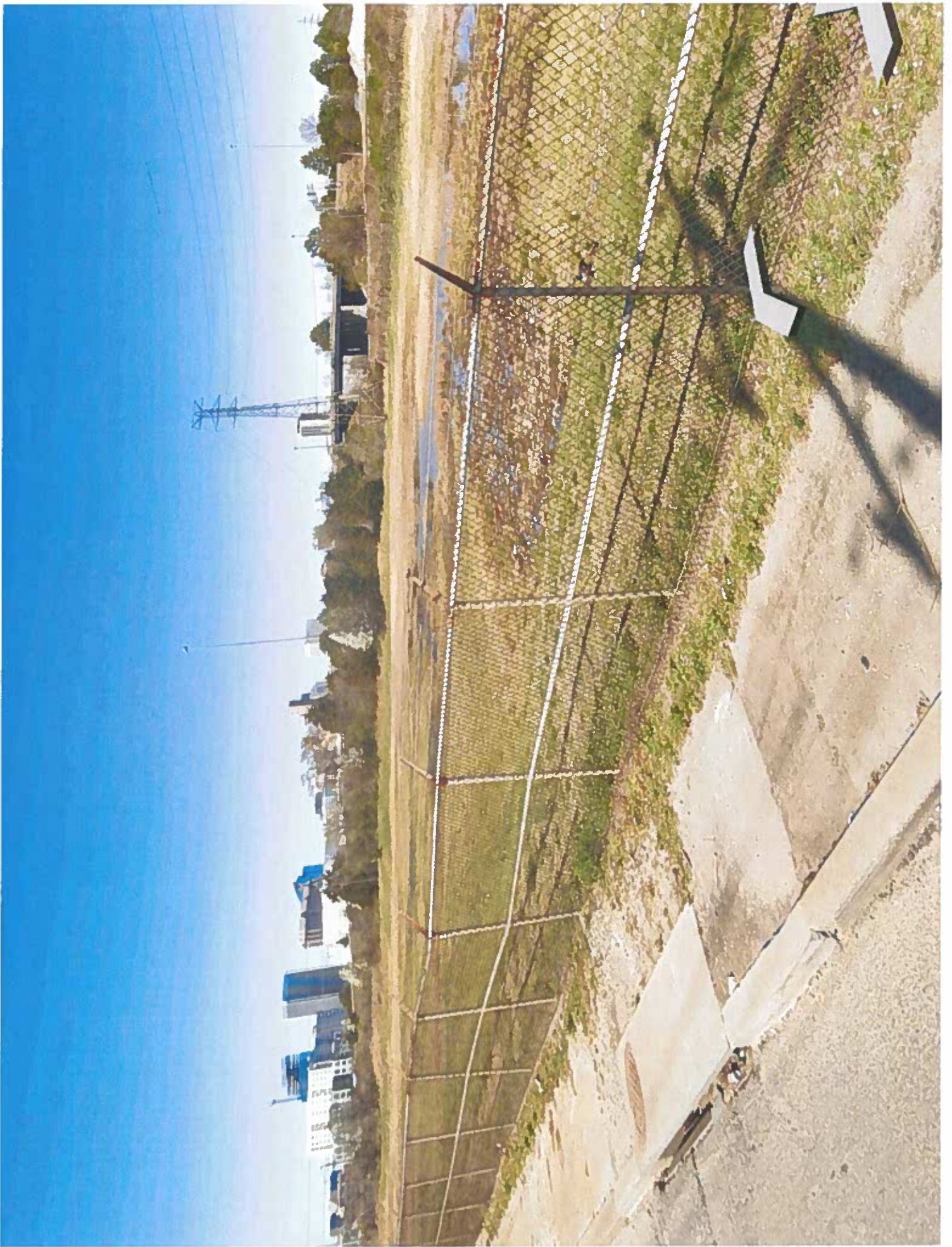


LEGEND --- Location of Boundary Lines of Right-of-Way ==le== Indicates Property Line is Right-of-Way Boundary Boundary	Region VIRGINIA	Local Office MIDLOTHIAN	State VIRGINIA	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as OH/C
	County-City RICHMOND		Grid Number H0100	
	Work Request No. 10635242	DEVID No. 05-25-0038	Scale Not to Scale	
	Date 04/04/2025	By HEATHER WORSHAM		

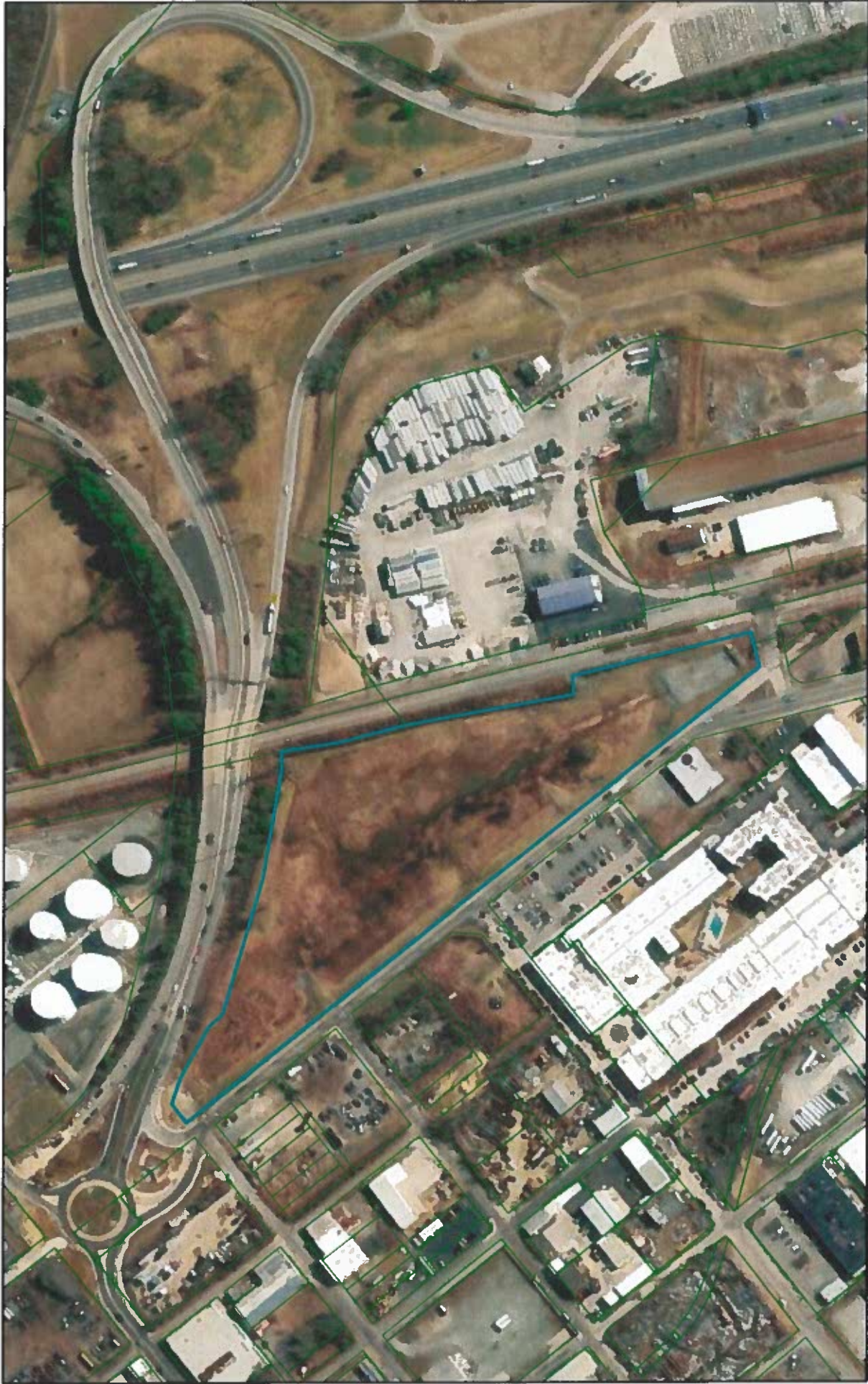
OWNER INITIALS _____



LEGEND --- Location of Boundary Lines of Right-of-Way --- Indicates Property Line is Right-of-Way Boundary Boundary	Region	Local Office	State	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia	OH/C Page 6 of 6	
	VIRGINIA	MIDLOTHIAN	VIRGINIA			
	County-City		Grid Number			
	RICHMOND		H0100			
	Work Request No.	DEVID No.	Scale			
10635242	05-25-0038	Not to Scale				
Date	By					
04/04/2025	HEATHER WORSHAM					
OWNER INITIALS _____						



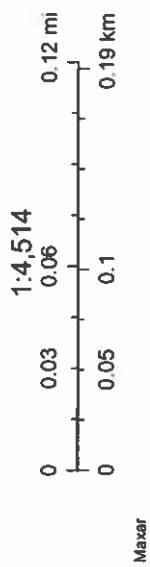
Richmond Parcel Map



4/30/2025, 12:11:03 PM

CityBoundary

Parcels



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

Property: 510 E 4th St Parcel ID: S0000319001

Parcel

Street Address: 510 E 4th St Richmond, VA 23224-
Alternate Street Addresses: 500 E 4th St
: 706 E 4th St
: 704 E 4th St
: 508 E 4th St
: 506 E 4th St
Owner: CITY OF RICHMOND PUBLIC WORKS
Mailing Address: 900 E BROAD ST RM 701, RICHMOND, VA 2327900000
Subdivision Name : NONE
Parent Parcel ID:
Assessment Area: 473 - South Central 3
Property Class: 501 - B Industrial Vacant Land
Zoning District: M-2 - Heavy Industrial
Exemption Code: 100 - General Government(Inside of Corp. Limits)

Current Assessment

Effective Date: 01/01/2025
Land Value: \$1,137,000
Improvement Value:
Total Value: \$1,137,000
Area Tax: \$0
Special Assessment District:

Land Description

Parcel Square Feet: 411661
Acreage: 9.4504
Property Description 1: FLOODWALL PONDING; 1575.00X0493.00 IRG0009.450 AC
State Plane Coords(?): X= 11792827.831472 Y= 3714454.630526
Latitude: 37.52053779 , **Longitude:** -77.43307068

Description

Land Type: Primary Commercial/Indust Land
Topology:
Front Size: 0
Rear Size: 493
Parcel Square Feet: 411661
Acreage: 9.4504
Property Description 1: FLOODWALL PONDING; 1575.00X0493.00 IRG0009.450 AC
Subdivision Name : NONE
State Plane Coords(?): X= 11792827.831472 Y= 3714454.630526
Latitude: 37.52053779 , **Longitude:** -77.43307068

Other

Street improvement:
Sidewalk:

Assessments

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2025	\$1,137,000	\$0	\$1,137,000	Not Available
2024	\$1,003,000	\$0	\$1,003,000	Reassessment
2023	\$937,000	\$0	\$937,000	Reassessment
2022	\$772,000	\$0	\$772,000	Reassessment
2021	\$720,000	\$0	\$720,000	Reassessment
2020	\$720,000	\$0	\$720,000	Reassessment
2019	\$628,000	\$0	\$628,000	Reassessment
2018	\$571,000	\$0	\$571,000	Reassessment
2017	\$571,000	\$0	\$571,000	Reassessment
2016	\$571,000	\$0	\$571,000	Reassessment
2015	\$571,000	\$0	\$571,000	Reassessment
2014	\$571,000	\$0	\$571,000	Reassessment
2013	\$64,000	\$0	\$64,000	Reassessment
2012	\$64,000	\$0	\$64,000	Reassessment
2011	\$64,000	\$0	\$64,000	CarryOver
2010	\$64,000	\$0	\$64,000	Reassessment
2009	\$63,700	\$0	\$63,700	Reassessment
2008	\$63,700	\$0	\$63,700	Reassessment
2007	\$36,500	\$0	\$36,500	Reassessment
2006	\$33,200	\$0	\$33,200	Reassessment
2005	\$31,600	\$0	\$31,600	Reassessment
2004	\$28,700	\$0	\$28,700	Reassessment
2003	\$26,800	\$0	\$26,800	Reassessment
2002	\$24,400	\$0	\$24,400	Reassessment
1998	\$21,000	\$0	\$21,000	Not Available

Transfers

Transfer Date	Consideration Amount	Grantor Name	Deed Reference	Verified Market Sale Description
12/29/1988	\$0	Not Available	00189-0754	
08/22/1983	\$0	Not Available	000596-01563	
03/20/1981	\$0	Not Available	000574-00299	

Planning

Master Plan Future Land Use: D-MU
Zoning District: M-2 - Heavy Industrial
Planning District: Old South
Traffic Zone: 1201
City Neighborhood Code: OTMN
City Neighborhood Name: Old Town Manchester
Civic Code:
Civic Association Name:
Subdivision Name: NONE
City Old and Historic District:
National historic District:
Neighborhoods in Bloom:
Redevelopment Conservation Area:

Economic Development

Care Area: -
Enterprise Zone: 1

Environment

100 YEAR Flood Plain Flag: Contact the Water Resources Division at 646-7586.
500 YEAR Flood Plain Flag: Y
Resource Protection Flag: Contact the Water Resources Division at 646-7586.
Wetland Flag: Y

Census

Census Year	Block	Block Group	Tract
2000	1000	0602001	060200
1990	101	0602001	060200

Schools

Elementary School: Blackwell
Middle School: River City
High School: Armstrong

Public Safety

Police Precinct: 1
Police Sector: 112
Fire District: 13
Dispatch Zone: 130C

Public Works Schedules

Street Sweep: TBD
Leaf Collection: TBD
Refuse Collection: Thursday
Bulk Collection: TBD

Government Districts

Council District: 6
Council District for 2025 (Current Election): 6
Voter Precinct: 609
State House District: 79
State Senate District: 14
Congressional District: 4