

INTRODUCED: March 27, 2023

AN ORDINANCE No. 2023-100

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Deed of Easement between the City of Richmond and the Commonwealth of Virginia for the purpose of granting to the Commonwealth of Virginia a permanent easement on, over, under, and across a City-owned property known as 800 North 5th Street to install, operate, and maintain certain sign facilities, equipment, and devices that will be located within the permanent easement on the City-owned property known as 800 North 5th Street.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 10 2023 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Deed of Easement between the City of Richmond and the Commonwealth of Virginia for the purpose of granting to the Commonwealth of Virginia a permanent easement on, over, under, and across a City-owned property located at 800 North 5th Street to install, operate, and maintain certain sign facilities, equipment, and devices that will be located within the permanent easement on the City-owned property known as 800 North 5th Street.

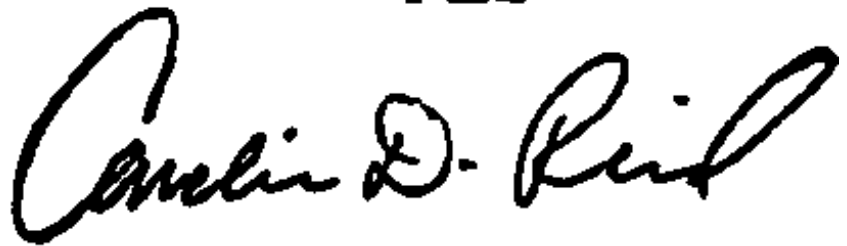
AYES: NOES: ABSTAIN:
 9 0 _____

ADOPTED: APR 10 2023 REJECTED: _____ STRICKEN: _____

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, flowing style with a large initial 'C' and a long, sweeping tail.

City Clerk

2023-099



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. N0000032001) 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 111294

**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 ("the City"), 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 0064-127-022, R201, from 0.029 Mi. West of I-95 to
0.086 Mi. East of I-95, in **THE CITY** of , 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 sign facilities, 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, Virginia 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 sign
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**, the receipt and sufficiency of which is hereby acknowledged, **THE CITY** grants and conveys to the **GRANTEE**, its successors and assigns a permanent sign easement ("Easement"), consisting of 220 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 SIGN STRUCTURE

BEGINNING AT A POINT 32.20 FEET LEFT OF STATION 53+26.32 ON THE N. 5TH STREET CONSTRUCTION BASELINE, SAID POINT BEING THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF 5TH STREET AND THE WESTERN RIGHT OF WAY / LIMITED ACCESS LINE OF I-95 SOUTHBOUND LANE,

THENCE, ALONG THE FOLLOWING COURSES:

THENCE, S 36°23'58" W 17.95', TO A POINT; THENCE, N 53°36'02" W 12.14', TO A POINT; THENCE, N 36°23'58" E 18.22', TO A POINT; SAID POINT BEING A POINT ON THE WESTERN RIGHT OF WAY / LIMITED ACCESS LINE OF I-95 SOUTHBOUND LANE; THENCE IN A SOUTHERLY DIRECTION ALONG SAID RIGHT OF WAY, S 52°19'35" E 12.15', TO A POINT; SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 220 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 signs and associated facilities (the "Sign Facilities") as it may, in its sole discretion, deem appropriate. The sign 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 sign facilities as it shall, in its sole discretion, deem appropriate; provided, however, that all such sign facilities (including improvements to and replacements of such sign 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 sign facilities. **GRANTEE** shall be solely responsible therefore.
- D. Upon completion of construction, installation, maintenance, replacement, relocation or removal of the sign facilities (the "Work,") **GRANTEE** shall remove from the Easement Area any equipment, accessories or appurtenances not needed for the operation and maintenance of the sign facilities and shall return the Easement Area, 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 by **THE CITY** not inconsistent with the rights granted hereunder; provided, however, that **GRANTEE** shall have the right to remove, without liability, any fences, structures, devices or other obstructions that impair its ability to install, operate, maintain, remove or replace its sign equipment, including without limitation, the right to trim, cut, and remove trees, shrubbery and other vegetation within the Easement. All brush, branches, and other debris resulting from any trimming or clearing of the Easement Area must be removed from the lands of **THE CITY** and disposed of by Grantee. Grantee shall not cut or remove any tree located outside of the Easement Area and shall reasonably avoid damage to the root system of any such tree. **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 sign 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 sign 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 execution of this instrument acknowledges that the effect that Easement and the sign 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.

WITNESS the following signatures and seals:

SIGNATURES ON THE FOLLOWING PAGES

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

_____(SEAL)
J. E. Lincoln Saunders, Chief Administrative Officer

COMMONWEALTH OF VIRGINIA,
COUNTY/CITY OF _____

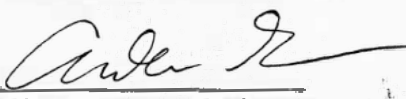
The foregoing instrument was acknowledged before me _____, 20____, by J. E.
Lincoln Saunders, acting in his capacity as Chief Administrative Officer of the City of Richmond, a
municipal corporation of the Commonwealth of Virginia, on behalf of the City of Richmond.

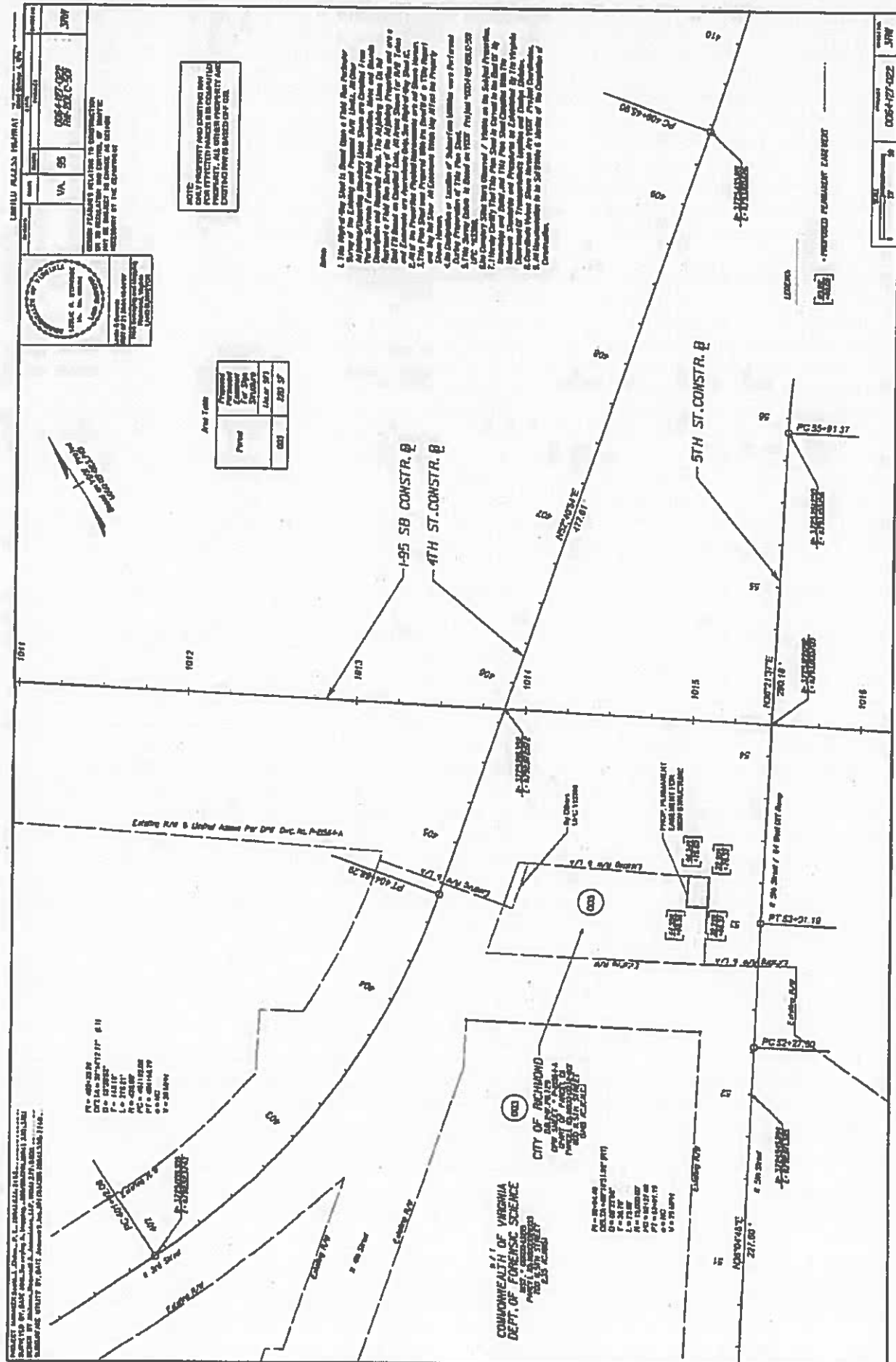
My commission expires: _____

Notary Public

Notary Registration No.: _____

APPROVED AS TO FORM:

By: 
City Attorney or Designee



Richmond Parcel Map



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

☐ CityBoundary ☐ Parcels
Address Labels

1:1,128

0 0.01 0.02 0.03 mi

0 0.01 0.02 0.04 km

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Closures 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.



X

800 N 5th St
800 N 5th St, Richmond,
VA 23219, 77°43'W



800 N 5th St

Google Earth
Google

Camera: 29.1 m 37°32'53"N 77°25'57"W 39 m