

INTRODUCED: September 25, 2023

AN ORDINANCE No. 2023-287

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 located at 1 Hull Street, 101 Hull Street, and 2 Decatur Street for the relocation, construction, maintenance, and operation of improvements and associated appurtenances of communication systems and facilities in accordance with a certain Deed of Easement.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: NOV 13 2023 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 Deed of Easement 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: 7 NOES: 0 ABSTAIN: _____

ADOPTED: NOV 13 2023 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 November 13, 2023, at 6:00 p.m., in open session;
 - 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 located at 1 Hull Street, 101 Hull Street, and 2 Decatur Street for the relocation, construction, maintenance, and operation of improvements and associated appurtenances of communication systems and facilities on that property as described and under the conditions set forth in the Deed of Easement, 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 Deed of Easement between the City of Richmond as

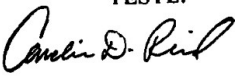
grantor and the grantee identified in section 1 of this ordinance to grant an easement upon, over, under, and across certain real property located at 1 Hull Street, 101 Hull Street, and 2 Decatur Street and identified as Tax Parcel Nos. S000-0052/006, S0000-0052/001, and S000-0101/010, respectively, in the 2023 records of the City Assessor for the relocation, construction, maintenance, and operation of improvements and associated appurtenances of communication systems and facilities by such grantee, provided that:

(a) The Deed of Easement 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 1 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 relocation, construction, maintenance, and operation of improvements and associated appurtenances of communication systems and facilities as provided for in the granted easements, 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 1 of this ordinance has first paid all costs incurred in connection with the advertisement of this ordinance, as required by section 15.2-2101 of the Code of Virginia (1950), as amended.

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

A TRUE COPY:
TESTE:

City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2023-1390

File ID: Admin-2023-1390

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department: Economic Development

Cost:

File Created: 08/29/2023

Subject: Proposed Easement

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 09/25/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Deed of Easement draft 2023-08-24 (002), Easement Support Docs

Enactment Number:

Contact:

Introduction Date: 09/25/2023

Drafter: christopher.nizamis@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/29/2023	Alecia Blackwell - FYI	Notified - FYI	
1	2	8/29/2023	Matt Welch - FYI	Notified - FYI	
1	3	9/8/2023	Sharon Ebert	Approve	8/31/2023
1	4	9/8/2023	Lincoln Saunders	Approve	9/12/2023
1	5	9/15/2023	Mayor Stoney	Approve	9/12/2023

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2023-1390

O&R REQUEST

DATE: August 25, 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: Sharon L. Ebert, DCAO - Planning & Economic Development Portfolio

FROM: Matt Welch, Senior Policy Advisor - Planning & Economic Development Portfolio
Chris Nizamis, Real Estate Manager - Real Estate Strategies/DED

RE: PROPOSED EASEMENT FOR THE RELOCATION OF EXISTING
COMMUNICATION FACILITIES IN SUPPORT OF A CITY ADMINISTERED
VDOT PROJECT KNOWN AS THE MANCHESTER CANAL BRIDGE
REPLACEMENT PROJECT LOCATED ON CITY PROPERTY
CATEGORICALLY AT HULL STREET OVER THE MANCHESTER CANAL
(VDOT PROJECT #: 0360-127-035; C501)

ORD. OR RES No.

PURPOSE: To authorize the Chief Administrative Officer to grant to the person, firm or corporation to be ascertained in the manner prescribed by law, an easement with a term of 40 years for the purpose of relocating communication facilities in support of the bridge replacement project located at 101 Hull Street (Parcel ID S0000052001); 2 Decatur Street (Parcel ID S0000101010) and 1 Hull Street (Parcel ID S0000052006) as depicted on the attached plans "PAOHBCC-23-274034-R; PAOHBCC-23-274035-R and PAOHBCC-23-274035-R" cumulatively known as the Easement Area.

REASON: This O&R will allow the person, firm or corporation to relocate the existing communication facilities associated with the replacement of the Manchester Canal Bridge.

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

BACKGROUND: As part of the Manchester Canal Bridge Replacement project, this easement will

be required for the relocation of the existing communication facilities. The bridge is City owned and maintained and is being improved through a City Capital Project which is being administered/managed by City personnel. The project is receiving Federal and State funding that passes through VDOT.

FISCAL IMPACT: None.

FISCAL IMPLICATIONS: None.

BUDGET AMENDMENT NECESSARY: No.

REVENUE TO CITY: None anticipated.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: September 25, 2023

CITY COUNCIL PUBLIC HEARING DATE: October 10, 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: None

AFFECTED AGENCIES: Public Works; Law Department; Planning & Development Review; Public Utilities; Mayor's Office, and CAO's Office

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS:

- Plan "PAOHBCC-23-274033-R"
- Plan "PAOHBCC-23-274024-R"
- Plan "PAOHBCC-23-274035-R"
- Deed of Easement
- Richmond Parcel Mapper Site Plan
- Aerial Photo

STAFF:

Thomas Westbrook, Engineer II/Project Manager - Dept. of Public Works

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

DEED OF EASEMENT

THIS DEED OF EASEMENT made this _____ day of _____, 20____, by and between the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia, herein after called Grantor and _____, its successors, assigns lessees and agents, herein after called Grantee.

W I T N E S S E T H:

For and in consideration of ONE Dollar (\$1.00) cash in hand paid unto Grantor and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors, assigns, lessees and agents, a non-exclusive easement and right of way for a forty year term (the "Easement") to install, construct, operate, maintain, inspect, improve, relocate, alter, replace and remove a communication system consisting of such poles, fixtures, braces, guys, anchors, wires, cables, pole - mounted cabinets, buried cable, buried wires, vaults, conduits, manholes, handholes, and related above-ground facilities, including but not limited to, posts, terminals, location markers, cabinets, equipment housings, and other appurtenances (the "Facilities"), as Grantee may from time to time require, upon, under, across and over Grantor's real property being located in the City of Richmond, Commonwealth of Virginia more particularly identified as PARCEL ID: S0000052001; S0000101010 and S0000052006 , (the Property) as shown and described on a plat identified as Exhibit "A", numbered PAOHBCC-23-274033-R: PAOHBCC-23-274034-R and PAOHBCC-23-274035-R attached hereto and made a part hereof (the "Easement Area").

Said Easement is hereby granted and conveyed unto Grantee together with the following rights and covenants:

- (i) The Grantor shall have no obligation to pay any cost, fee, expense or other charge associated with the installation, presence or removal of the Facilities; the Grantee shall be solely responsible therefore.
- (ii) Grantee shall have the right of ingress and egress over, upon and across the Property, including Grantor's private roads, to and from the Facilities and Easement Area, including the right to temporarily open and close fences, for the purposes of exercising the rights herein granted.
- (iii) Grantee shall, to the extent practicable, provide prior notice to and receive approval from the Grantor to trim, cut and remove trees, shrubbery, undergrowth and other obstructions within the Easement Area which interfere with or threaten the efficient and safe operation, construction or maintenance of it Facilities or impedes the access thereto. Prior to cutting down or removing any tree on the Property, Grantee shall submit a written request for approval to the Director of Public Works and obtain the express written permission of the Director of Public Works as required by section 8-287 of Code of the City of Richmond, as it may hereafter be amended. All brush, branches, and other debris resulting from any trimming or clearing of the Easement Area must be removed from the lands of the Grantor and disposed of by Grantee.

- (iv) The Facilities constructed hereunder is and shall remain the property of the Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, remove and relocate its Facilities, or any part thereof, within the Easement Area, and may make such changes, alterations, substitutions, additions in and to or extensions of its facilities as it deems advisable without the prior consent of the Grantor.
- (v) During the period of initial construction of the Facilities, Grantee shall have the temporary right to use Grantor's Property lying adjacent to the Easement Area.
- (vi) Grantor, its successors and assigns, may use said Easement Area for any purpose not inconsistent with the rights hereby granted, including but not limited to, the right to construct and maintain private roadways, sidewalks, parking lots and fences within the Easement Area; provided such use does not interfere with the safe and efficient construction, operation or maintenance of the Facilities by the Grantee.
- (vii) Grantee shall maintain the Easement Area in such condition so as not to endanger or limit the use of Grantor's adjacent property or any use of the Easement Area by the Grantor not inconsistent with the rights granted hereunder.
- (viii) Grantee, its successors and assigns hereby agree to indemnify and save harmless Grantor, its officers, agents and employees from any and all claims, demands, damages, including death, and liability of every kind and nature whatsoever that arise solely from the acts or omissions of Grantee in exercising its rights granted herein.
- (ix) The Grantee, after constructing, inspecting or maintaining its Facilities, shall remove from the Easement Area any equipment, accessories or appurtenances not needed for the operation and maintenance of the facilities and shall restore the property as nearly as reasonably practicable to the condition of the property existing immediately prior to the commencement of the work to construct, inspect or maintain its Facilities. Grantee shall be liable for all physical damages resulting from its own exercise of the rights granted hereunder, except where such damage is not attributable to the actions of the Grantee, including, but not limited to, those damages resulting from the forces of nature, and/or other causes beyond the control of Grantee; provided, however, that Grantee is notified of any damage in writing by Grantor promptly upon realization of such damage.
- (x) 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 of 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.
- (xi) Grantor covenants that it is seized of the Property and has the right to convey the Easement, rights and privileges herein conveyed to Grantee and that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easement, rights and privileges hereby granted.
- (xii) Unless a new easement or other suitable agreement is obtained by the Grantee for the placement of their facilities, upon the expiration or termination of this Easement, Grantee shall remove any improvements constructed in the Easement Area and restore Grantor's property as nearly to its original condition as practicable.

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**

_____(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.

Notary Public

My commission expires: _____

Notary Registration No.: _____

APPROVED AS TO FORM:

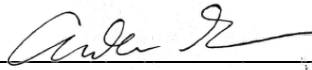
By:  City Attorney or Designee

EXHIBIT "A"
PAOHGCC-23-274033-R

VERIZON EASEMENT LIMIT

EXIST P/L
30.154'

CITY OF RICHMOND PUBLIC WORKS
PARCEL ID: S0000052001
DB.172 PG.1142
.23 AC.

EXIST P/L

274034-R

38.119'

Existing R/W

SCALE



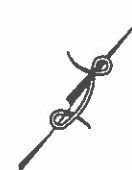
HULL STREET

Existing R/W

Nail
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EAST 1ST STREET

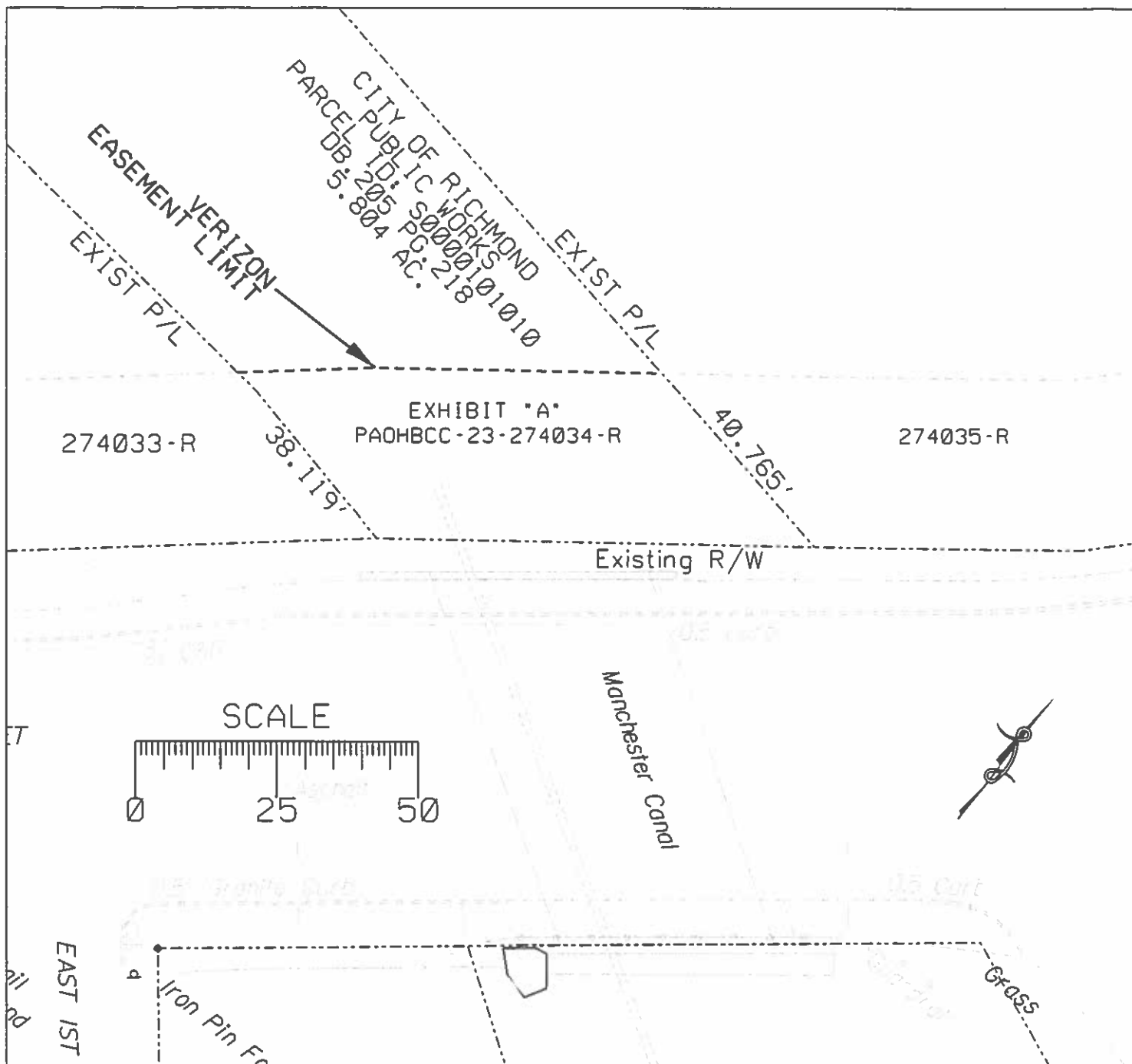
Iron Pin Found



SITE PLAN REFERENCE: 0360-127-035,C501 UPC 113290

ADDRESS 101 HULL ST RICHMOND, VA 23224

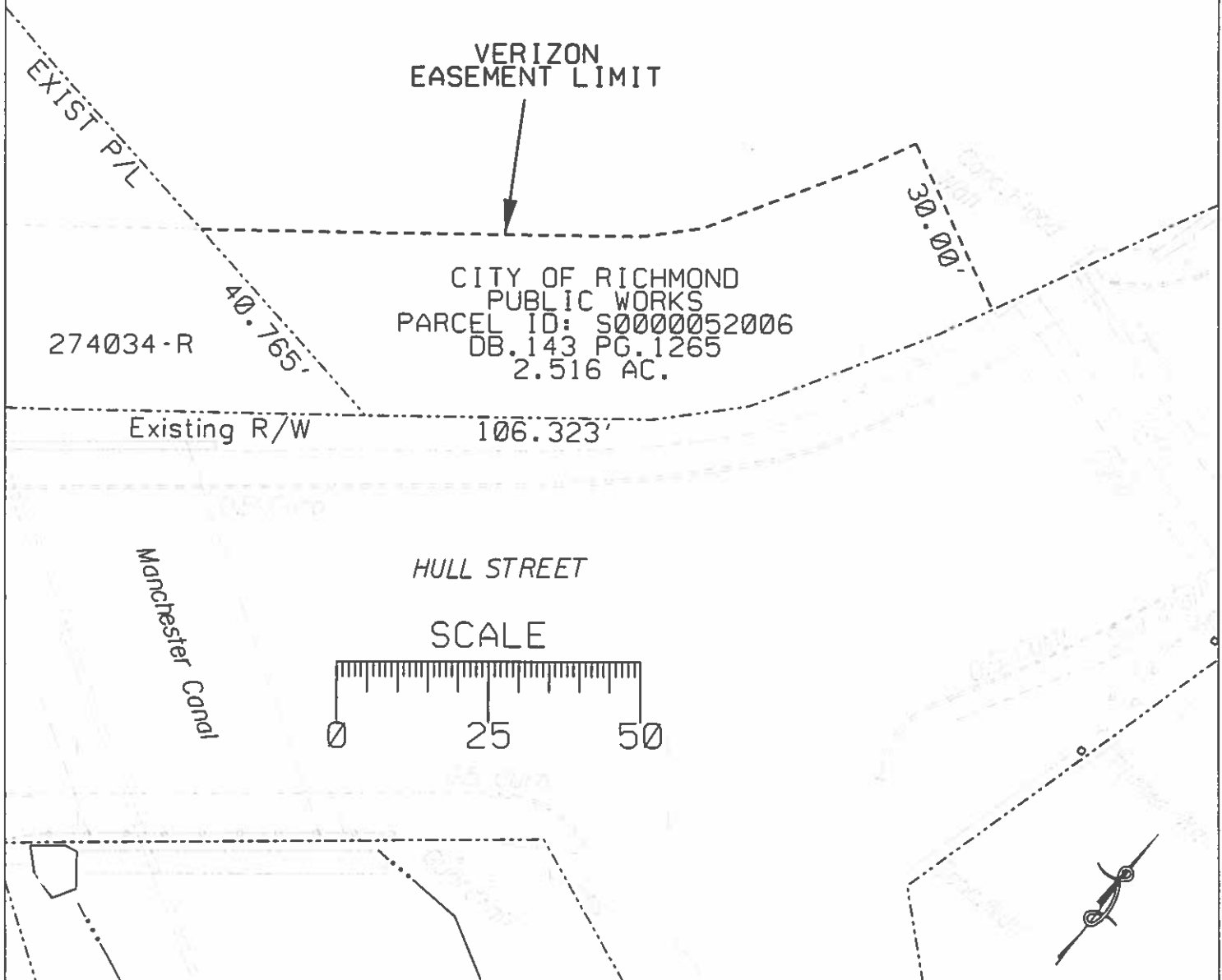
VERIZON VIRGINIA LLC. EASEMENT EXHIBIT "A"	GRANTOR/OWNER. CITY OF RICHMOND PUBLIC WORKS	CITY: RICHMOND ASSESSMENT AREA.: 473 MANCHESTER				
---R---DENOTES R AND/OR R/W ----LIMITS OF RIGHT-OF-WAY	ADDRESS: 900 E BROAD ST RM 701 RICHMOND, VA 23279	PARCEL ID.: S0000052001				
E.A.: LIVINGSTON PHONE NO.: 804-923-1544	CONTACT TEL. NO.:	PROPERTY ID *: DEED BOOK: 172 PAGE: 1142				
GRANTOR:		GRSM	SH	E-W	N-S	PG 1 OF 1
CENTRAL OFFICE: HULL ST VZ ROW NUMBER: 274033 COVER SHEET NUMBER:		PLAT BOOK: ROUTE: WORK ORDER *: 1A5S6RN				



SITE PLAN REFERENCE: 0360-127-035.C501 UPC 113290
 ADDRESS: 2 DECATUR ST
 113 HULL ST RICHMOND, VA 23224

VERIZON VIRGINIA LLC. EASEMENT EXHIBIT "A"	GRANTOR/OWNER. CITY OF RICHMOND PUBLIC WORKS	CITY: RICHMOND ASSESSMENT AREA.: 473 MANCHESTER				
---R---DENOTES R AND/OR R/W ----LIMITS OF RIGHT-OF-WAY	ADDRESS: 900 E BROAD ST RM 701 RICHMOND, VA 23279	PARCEL ID.: S0000101010				
E.A.:LIVINGSTON	CONTACT TEL. NO.:	PROPERTY ID .:				
PHONE NO.:804-923-1544	GRANTOR:	DEED BOOK:205 PAGE:218				
CENTRAL OFFICE: HULL ST VZ ROW NUMBER: 274034 COVER SHEET NUMBER:	GRANTOR:	GRSM	SH	E-W	N-S	PG 1
						OF 1
		PLAT BOOK: ROUTE: WORK ORDER *: 1A5S6RN				

EXHIBIT "A"
PA0HBCC-23-274035-R



SITE PLAN REFERENCE: 0360-127-035.C501 UPC 113290

ADDRESS 1 HULL ST RICHMOND, VA 23224

VERIZON VIRGINIA LLC. EASEMENT EXHIBIT "A"	GRANTOR/OWNER. CITY OF RICHMOND PUBLIC WORKS ADDRESS: ROSS BLDG 801 E MAIN ST RICHMOND, VA 23219 CONTACT TEL. NO.:	CITY: RICHMOND ASSESSMENT AREA.: 473 MANCHESTER PARCEL ID.: S0000052006 PROPERTY ID .: . DEED BOOK: 143 PAGE: 1265				
---R---DENOTES R AND/OR R/W ----LIMITS OF RIGHT-OF-WAY	GRANTOR:	GRSM	SH	E-W	N-S	PG 1 OF 1
E.A.: LIVINGSTON PHONE NO.: 804-923-1544	GRANTOR:					
CENTRAL OFFICE: HULL ST VZ ROW NUMBER: 274035 COVER SHEET NUMBER:		PLAT BOOK: ROUTE: WORK ORDER .: 1A5S6RN				

QTY-4
(2-30') 1-60' BEND
6' RADIUS

QTY-4
45' BEND
6' RADIUS

CONDUIT PLACEMENT TO BE A MINIMUM DEPTH
OF 15' BELOW EXISTING CANAL BED
MINIMUM OF 3' COVER OUTSIDE OF WATERWAY.

PROPOSED VERIZON
30' EASEMENT LIMIT

QTY-6
45' BEND
12' RADIUS

QTY-2
90' BEND
12' RADIUS

BORE PIT

9-MTD

Asphalt

3' COVER

Existing R/W

TO

MH1928

8-MTD

6X8X7 SLOTTED T-HOLE

INS

0.5' Granite Curb

Existing R/W

Cobblestone

1 Sty. Brick

Asphalt/Cobble Stones

Existing R/W

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Manchester Canal

15' BELOW CANAL

4-HDPE 4"

3' COVER

0.5' Curb

(MH462)

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Richmond Parcel Map



8/25/2023, 11:10:31 AM

CityBoundary

Parcels

Address Labels

- 5000052006 (1 Hull St.)
- 50000101010 (2 Deane St.)
- 5000052001 (101 Hull St.)

1:2,257

0 0.01 0.02 0.03 0.04 0.05 0.06 mi

0 0.02 0.04 0.06 0.08 0.09 km

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