

INTRODUCED: January 11, 2021

AN ORDINANCE No. 2021-005

To declare a public necessity for the acquisition and to authorize the Chief Administrative Officer to accept the dedication as public right-of-way of a portion of the properties known as 1801 Richmond Highway and 1805 Richmond Highway, consisting of 524.89± square feet, from TRC Jefferson Davis, LLC; to accept a donation from TRC Jefferson Davis, LLC, of certain services and materials valued at \$20,000.00 for the reconstruction, paving, and future maintenance of a certain City-owned alley located between Webber Avenue and Royal Avenue; and to execute a Right-of-Entry Agreement between the City of Richmond and TRC Jefferson Davis, LLC for the purpose of facilitating the development of the property known as 1801 Richmond Highway by TRC Jefferson Davis, LLC, and providing for the expansion of a certain City-owned alley located between Webber Avenue and Royal Avenue.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 25 2021 AT 6 P.M.

WHEREAS, in the opinion of the Council of the City of Richmond, a public necessity exists for the acquisition of a portion of the properties known as 1801 Richmond Highway and 1805 Richmond Highway, consisting of approximately 524.89 square feet, as shown enclosed with dotted lines on a drawing prepared by the Department of Public Works, designated as DPW Drawing No. N-28945, dated October 5, 2020, last revised December 15, 2020, and entitled “Plat of Variable Width Right-of-Way Dedication, 1801 – 1817 Jefferson Davis Hwy, Richmond,

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: FEB 8 2021 REJECTED: _____ STRICKEN: _____

Virginia,” a copy of which is attached to this ordinance, from TRC Jefferson Davis, LLC, for public right-of-way purposes.

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

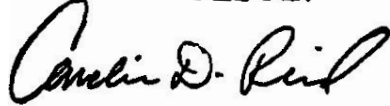
§ 1. That a public necessity exists for the acquisition a portion of the properties known as 1801 Richmond Highway and 1805 Richmond Highway, consisting of approximately 524.89 square feet, as shown enclosed with dotted lines on a drawing prepared by the Department of Public Works, designated as DPW Drawing No. N-28945, dated October 5, 2020, last revised December 15, 2020, and entitled “Plat of Variable Width Right-of-Way Dedication, 1801 – 1817 Jefferson Davis Hwy, Richmond, Virginia,” hereinafter referred to as the “Drawing,” a copy of which is attached to and made a part of this ordinance, from TRC Jefferson Davis, LLC, for public right-of-way purposes.

§ 2. That the Chief Administrative Officer is authorized to accept the dedication as public right-of-way of the properties described in section 1 of this ordinance and to execute the deeds and other documents necessary to complete the dedication and acceptance of such properties described in section 1 of this ordinance, provided that all such deeds and other documents first must be approved as to form by the City Attorney or the designee thereof.

§ 3. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to accept the donation of services and materials in the form of the reconstruction, paving, and future maintenance of the portion of the properties described in section 1 of this ordinance and a City-owned alley located between Webber Avenue and Royal Avenue on the east side of the property known as 1801 Richmond Highway and shown as “Public Alley” on the Drawing valued at approximately \$20,000.00 from TRC Jefferson Davis, LLC.

§ 4. That the Chief Administrative Officer, for and on behalf of the City, be and is hereby authorized to execute a Right-of-Entry Agreement between the City of Richmond and TRC Jefferson Davis, LLC, for the purpose of facilitating the reconstruction, paving, and future maintenance of the properties and the City-owned alley as authorized and accepted pursuant to section 3 of this ordinance. Such Right-of-Entry Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

A TRUE COPY:
TESTE:

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: December 10, 2020 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor *J.M.S.*

THROUGH: Lincoln Saunders, Acting Chief Administrative Officer *LS*

THROUGH: Robert Steidel, Deputy Chief Administrative Officer- Operations *RS*

THROUGH: Bobby Vincent Jr., Director
Department of Public Works *BV*

THROUGH: M.S. Khara, P.E., City Engineer
Department of Public Works *MSK*

FROM: Brian Copple, Right-of-Way Manager
Department of Public Works *BC*

RE: TO AUTHORIZE THE ACCEPTANCE OF A GIFT (DEDICATION OF RIGHT OF WAY (524.89 SF) ALONG AND ALLEY BETWEEN WEBBER AVENUE AND ROYALL AVENUE FROM THE DEVELOPMENT AT 1801 JEFFERSON DAVIS HIGHWAY-FAMILY DOLLAR) AND THE EXECUTION OF A RIGHT-OF-ENTRY AGREEMENT

ORD. OR RES. No. _____

PURPOSE: This O&R request is intended to:

1. Authorize the Chief Administrative Officer, or designee, for and on behalf of the City of Richmond, to accept from TRC Jefferson Davis, LLC the dedication of additional right of way (524.89 SF) as shown on DPW Dwg. No. N-28945 for public use and travel along the alleyway between Webber Avenue and Royall Avenue; and
2. Authorize the Chief Administrative Officer, or designee, for and on behalf of the City of Richmond, to accept a donation from TRC Jefferson Davis, LLC, in the form of services and materials in the form of alley reconstruction/paving, and future maintenance of the City-owned alley

between Webber Avenue and Royall Avenue to the east of 1801 Jefferson Davis Blvd., valued at approximately \$ 20,000; and

3. Authorize the Chief Administrative Officer, or designee, for and on behalf of the City of Richmond, to execute a right-of-entry agreement between the City and TRC Jefferson Davis, LLC, to effectuate that donation.

REASON: TRC Jefferson Davis, LLC, in order to facilitate the development of the parcel known as 1801 Jefferson Davis Blvd. (proposed Family Dollar), desires the reconstruction and paving of the City-owned alley between Webber Avenue and Royall Avenue, and has offered to do so at its sole cost and expense, and to provide certain future maintenance services to the alley as necessary. Approval of the acceptance of those materials and services and an agreement for the right-of-entry on to City property, is required.

RECOMMENDATION: The Department of Public Works offers no objections to the proposed right-of-way dedication and acceptance of assets that any approvals be subject to, and including without limitation, the following terms and conditions:

1. Developer, at their own costs, shall provide all labor, equipment and material to construct City alleyway.
2. The applicant(s)/owner(s)/successor(s) shall provide evidence that they have identified any public or private utilities that may have a vested interest in or facilities located within the subject right of way and worked out arrangements with the owners of any such utilities to protect the owner's rights.
3. The developer shall obtain a Work In Street Permit from the City and shall construct the alley per DPW Right of Way Excavation and Restoration Manual and standards and typical section.

BACKGROUND:

The City of Richmond Department of Public Works coordinates with developers and development projects to upgrade City assets whenever possible to improve City infrastructure.

Currently, the alley between Webber Avenue and Royall Avenue, behind the proposed Family Dollar at 1801 Jefferson Davis Highway, does not meet City standards. City desires alleys to be a minimum of 15 feet wide of paved surface. This alley also does not meet DPW standards of construction (i.e. does not conform to the typical section consisting of minimum stone and asphalt thickness.) The alley is in poor condition and considered unimproved.

The Developer will be dedicating an additional 524.89 sq. ft. of right of way (as shown on DPW Dwg. No. N-28945) to provide for a consistent alley width (14.4 ft.) between Webber Avenue and Royall Avenue. Developer is reconstructing alley (at a cost of \$20,000 that will be donated public improvement) that will provide two-way travel lanes to promote safe vehicular travel.

TRC Jefferson Davis, LLC, intends to develop this parcel (proposed Family Dollar), and in so doing desires improvement of the alley in order to facilitate access by trucks to the loading bay to be located in the rear of the parcel.

TRC Jefferson Davis, LLC, will, at its sole cost and expense, reconstruct and pave the alley in accordance with the DPW Right of Way and Excavation and Restoration Manual and City standards and guidelines, and provide future certain maintenance services upon the improved alley.

FISCAL IMPACT / COST: None

FISCAL IMPLICATIONS: None. Reconstruction costs of the alley and future maintenance costs of the alley will be the responsibility of the Developer.

BUDGET AMENDMENT NECESSARY: No amendment necessary at this time.

REVENUE TO CITY: None. (Construction of public improvement by Developer donated to City at an estimated cost of \$20,000)

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: January 11, 2021

CITY COUNCIL PUBLIC HEARING DATE: January 25, 2021

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: None

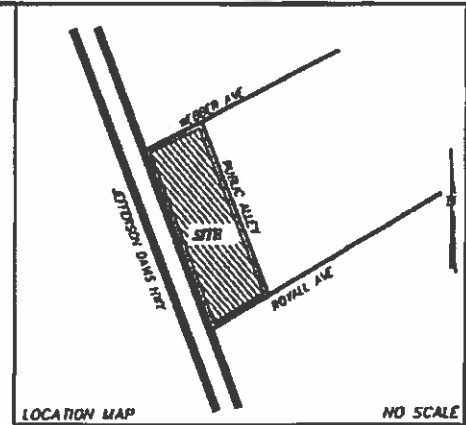
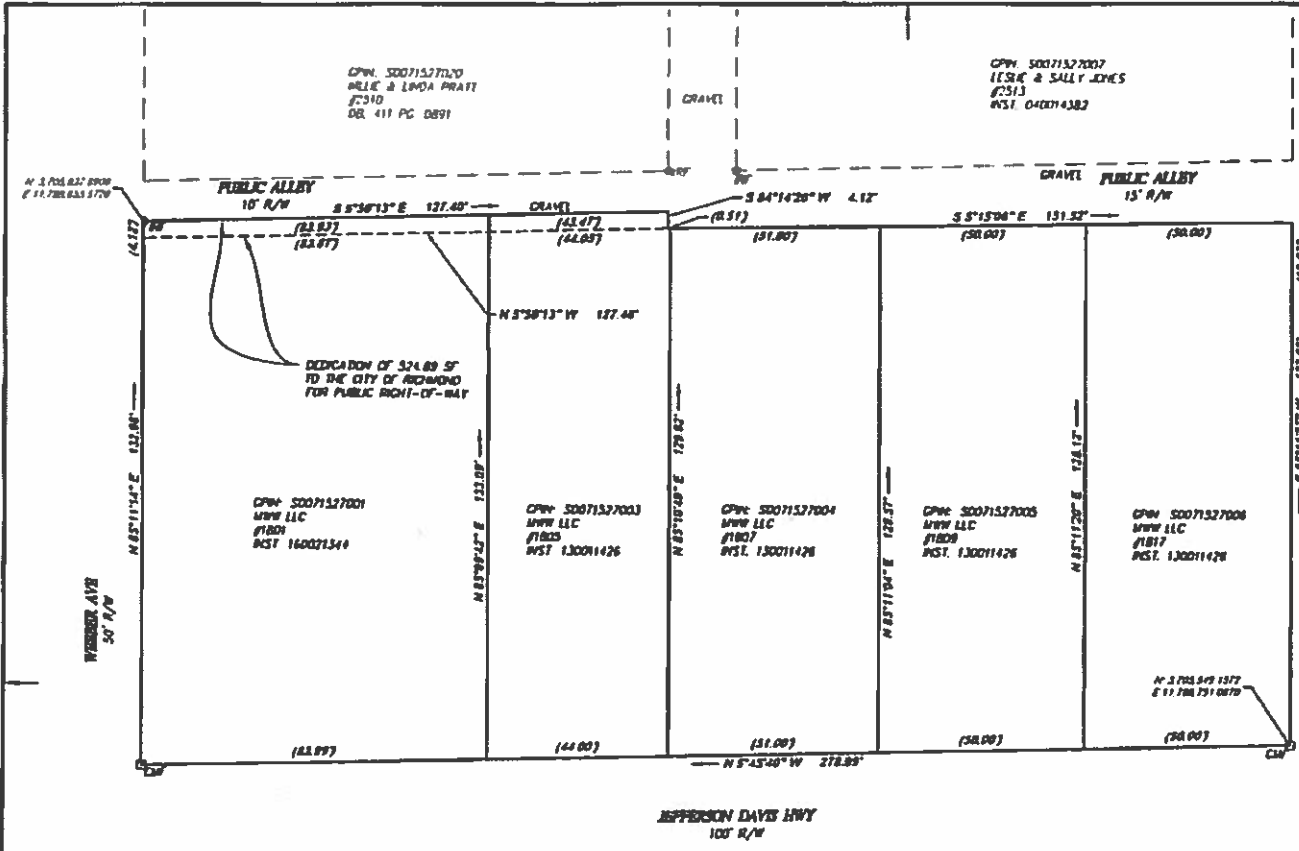
CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: City Planning Commission

AFFECTED AGENCIES: Public Works; Public Utilities; City Attorney's Office; Planning and Development Review; Economic and Community Development; Assessor; Finance; Fire Department; Police Department; Mayor's Office; CAO's Office

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Right-of-Entry Agreement
DPW Dwg. No. N-28945



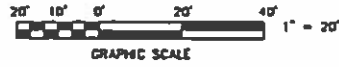
SOURCE OF TITLE:
 THE PROPERTY EMBRACED WITHIN THE LIMITS OF 1801 JEFFERSON DAVIS HWY IS THAT PROPERTY CONVEYED TO MWW LLC, BY SPECIAL COMMISSIONER'S DEED FROM GREGORY A. LUKANUSKI, SPECIAL COMMISSIONER, DATED OCTOBER 31, 2014, RECORDED OCTOBER 31, 2014, IN THE CLERK'S OFFICE, CIRCUIT COURT, CITY OF RICHMOND, VIRGINIA, AS INSTRUMENT NO. 16-213441.

THE PROPERTY EMBRACED WITHIN THE LIMITS OF 1805 JEFFERSON DAVIS HWY IS THAT PROPERTY CONVEYED TO MWW LLC, BY SPECIAL COMMISSIONER'S DEED FROM BONNIE M. ASHLEY AND GREGORY A. LUKANUSKI, SPECIAL COMMISSIONERS, DATED MAY 28, 2013, RECORDED MAY 28, 2013, IN THE CLERK'S OFFICE, CIRCUIT COURT, CITY OF RICHMOND, VIRGINIA, AS INSTRUMENT NO. 13-11126.

LEGEND:
 IRT = IRON ROD FOUND
 CMF = CONCRETE MONUMENT FOUND

GENERAL NOTES:
 1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A RRE REPORT AND IS SUBJECT THEREOF. THEREFORE, THERE MAY EXIST ENCUMBRANCES WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.
 2. THE SUBJECT PROPERTY IS WITHIN THE LIMITS OF ZONE "T" AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP PANEL NO. 510130008C, EFFECTIVE DATE FEBRUARY 4, 2001. THIS DETERMINATION IS BASED ON SAID MAP AND HAS NOT BEEN VERIFIED BY ACTUAL FIELD ELEVATIONS.

SURVEYOR'S CERTIFICATE:
 TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL OF THE REQUIREMENTS AS SET FORTH IN THE ORDINANCE FOR APPROVING PLATS OF SUBDIVISION IN THE CITY OF RICHMOND, VIRGINIA HAVE BEEN COMPLIED WITH. ALL MONUMENTS HAVE BEEN PREVIOUSLY SET OR WILL BE SET BY THE 1ST DAY OF OCTOBER 2020.



DPW DWG. NO. N-28845

**PLAT OF VARIABLE WIDTH
 RIGHT-OF-WAY DEDICATION
 1801-1817 JEFFERSON DAVIS HWY**

RICHMOND, VIRGINIA
 SCALE: 1"=20'

TAX # 50071527001, 7003
 DRAWN BY MCM
 CALC: MCM

DATE: 5 OCTOBER 2020
 REV. 13 DECEMBER 2020
 R.D. 18-5119

1915-B W Cary Street
 Ashland, Virginia 23120
 Phone: 804-558-7947
 Fax: 804-558-7645
 www.parkergroup.com
 ENGINEERS • SURVEYORS • PLANNERS • LANDSCAPE ARCHITECTS

RIGHT-OF-ENTRY AGREEMENT

THIS RIGHT-OF ENTRY AGREEMENT is made this ___ day of _____, 2020, between the City of Richmond, a municipal corporation and subdivision of the Commonwealth of Virginia (the "City"), and TRC Jefferson Davis, LLC, a South Carolina limited liability company (the "Grantee").

STATEMENT OF PURPOSE

- A. The Grantee will donate certain services to the City in the form of labor and materials needed to make and maintain alleyway improvements (the "Project") to that certain City-owned alleyway (the "Alleyway") between Webber Avenue and Royal Avenue to the east of 1801 Jefferson Davis Highway (Parcel ID: S0071527001), 1805 Jefferson Davis Highway (Parcel ID: S0071527003), 1807 Jefferson Davis Highway (Parcel ID: S0071527004), 1809 Jefferson Davis Highway (Parcel ID: S0071527005) and 1817 Jefferson Davis Highway (Parcel ID: S0071527006), Richmond, Virginia (the "Grantee Property").
- B. The City has authorized the acceptance of this donation by means of Ordinance No. _____, adopted _____.
- C. The performance of the services described above requires the Grantee and its agents, contractors, employees, invitees, licensees, officers, and volunteers to enter onto certain City-owned real property, and the City is willing to grant such a right of entry to the Grantee on the terms and subject to the conditions set forth herein.
- D. The Project represents and provides a public benefit.

The City and the Grantee, intending to be legally bound, agree as follows:

1.0 Right of Entry.

1.1 Scope.

1.1.1 **Meaning of "Property."** For purposes of this Agreement, "Property" means all City owned real property located within the Alleyway.

1.1.2 **Meaning of "Services."** For purposes of Agreement, "Services" means the activities conducted by the Grantee on the Property that are described in Section 2.1 and Section 2.2 of this Agreement.

1.1.3 **Grant of Right of Entry.** For the duration of this Agreement as set forth in Section 1.2, the City hereby grants to the Grantee, its successor and assigns, as well as their agents,

contractors, employees, invitees, licensees, officers, and volunteers, the non-exclusive right to enter upon the Property for the purpose of enabling the Grantee to perform its Services thereon.

1.1.4 **No Relationship between Parties.** The City and the Grantee agree that the Grantee is an independent contractor and in no way to be considered an employee, partner, agent, or associate, whether by joint venture or otherwise, of the City in the conduct of its business and the performance of the Services.

1.2 **Duration.** The right of entry granted by this Agreement, and all terms and conditions contained herein, will terminate automatically upon the earlier of (i) the completion of Grantee's Services as determined by the City in its reasonable discretion or (ii) the termination by the City or the Grantee of this Agreement.

1.3 **Termination.** Either party may terminate this Agreement at will by giving ninety (90) days prior written notice to the other party.

2.0 **Standards and Requirements.**

2.1 **Improvements.** The Grantee, at its cost shall make alleyway improvements to the Property. It is anticipated that the alleyway improvements will be substantially as depicted on the set of drawings entitled "Site Construction Plans for Family Dollar, 1801 Jefferson Davis Hwy, S0071527001/S0071527002/S0071527003/S0071527004/S0071527005/S0071527006, City of Richmond, Virginia" prepared by W. Russell Folsom, PE, dated January 29, 2020 and last revised July 29, 2020. The Grantee shall ensure that all alleyway improvements and the work required to make the alleyway improvements are provided and performed in a workmanlike manner, in accordance with all applicable federal, state, and local laws, and in accordance with all policies, regulations, and standards of the City that are applicable to the alleyway improvements. The Grantee shall coordinate the Grantee's applications for all governmental approvals necessary to complete the proposed alleyway improvements with the City's Director of Public Works, or his designee. At the time the City's Director of Public Works determines in writing to the Grantee that the alleyway improvements described by this section are complete, the Services described in this section will be deemed complete.

2.2 **Maintenance.** The Grantee is authorized to undertake the maintenance of the alleyway improvements located on the Property at the sole cost of Grantee. Such maintenance may include the patching of potholes and removal of snow and ice on the Property and the hauling away of any debris. All such maintenance shall be performed in a workmanlike manner, in accordance with all applicable federal, state, and local laws, and in accordance with all policies, regulations, and standards of the City that are applicable to the maintenance of the alleyway improvements.

- 2.3 **Repairs.** In the event of any damage to the Property caused by or on behalf of the Grantee, the Grantee shall repair any damage to the Property to the satisfaction of the City and shall return the Property in a condition satisfactory to the City as determined by the City in its reasonable discretion. If the Grantee has not done so by the termination of this Agreement, the City may make any necessary repairs at the Grantee's cost. This section 2.3 will survive the termination of this Agreement.
- 2.4 **Utility Protection.** The Grantee shall protect all private and publicly-owned utilities located within the Property and shall not cause or permit any utilities interruption.
- 3.0 **Liability.**
- 3.1 **Release.** The City shall not be liable for any personal injury or property damage to the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused, and the Grantee hereby releases the City from any liability, real or alleged, for any personal injury or property damage to the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia statutes and case law to the extent that it applies. This section 3.1 will survive the termination of this Agreement.
- 3.2 **Indemnity.** The Grantee shall indemnify and defend the City and its agents, contractors, employees, officers, and volunteers from and against any and all losses, liabilities, claims, damages and expenses, including court costs and reasonable attorney' fees, caused by, resulting from, or arising out of any claim, action, or other proceeding, including any claim, action or other proceeding initiated or maintained by any of the Grantee's agents, contractors, employees, invitees, licensees, officers, or volunteers, that is based on or related to (i) the Grantee's breach of this Agreement, (ii) the use of the Property by the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers, (iii) the performance of any Services on or outside of the Property by the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers, (iv) the presence on or about the Property of the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers, (v) the conduct or actions of the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers within or outside the scope of this Agreement, or (vi) any error, omission, negligent act or intentional act of the Grantee or its agents, contractors, employees, invitees, licensee, officers, or volunteers. This section 3.2 will survive the termination of this Agreement.
- 3.3 **Insurance.** The Grantee shall ensure that commercial general liability insurance with a combined limit of not less than \$1,000,000 per occurrence, insuring the Grantee and any

of its agents, contractors, employees, invitees, licensees, officers, or volunteers performing Services on behalf of the Grantee against liability for injury to persons and damage to property occurring on or about the Property or arising out of the maintenance or use thereof or the Services performed thereon, with an insurer licensed to transact insurance business in the Commonwealth of Virginia is maintained throughout the duration of this Agreement. The insurance policy or policies under which the required insurance is provided shall include the City as an additional insured and shall be effective before the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers enter the Property. The Grantee shall furnish the City with copies of the required additional insured endorsements and such certificates of insurance evidencing the existence of the required insurance coverage as the City may request, which documentation will be reviewed promptly, and neither the Grantee nor its agents, contractors, employees, invitees, licensees, officers, or volunteers shall enter the Property until the City's Chief of Risk Management has approved the required insurance.

4.0 Miscellaneous.

4.1 Assignment. Grantee may transfer or assign its rights and obligations under this Agreement only with written approval of City, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing or anything else contained herein to the contrary, Grantee may transfer or assign its rights and obligations under this Agreement to any future owner of the Grantee Property, provided that all of the following has occurred: (i) five (5) business days prior to assignment of its rights hereunder, Grantee has notified Grantor hereunder in writing of Grantee's desire to assign its rights hereunder to a future owner of the Grantee Property, which notice shall include the full name and notice address for the future owner of the Grantee Property, and (ii) within a reasonable time after the transfer of title from Grantee to the future owner of the Grantee Property, the future owner of the Grantee Property has notified Grantor hereunder in writing that it has taken title to the Grantee Property, which notice shall include (a) a copy of the recorded deed or other instrument of conveyance of title to the Grantee Property and (b) a copy of the assignment of Grantee's rights and obligations in and to this Agreement based upon the form attached hereto as Exhibit "A", which is incorporated herein by this reference.

4.2 Dispute Resolution.

4.2.1 Construction and Interpretation. Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties. Neither the form of this Agreement, nor any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.

- 4.2.2 **Forum and Venue.** Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.
- 4.2.3 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the City and the Grantee in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of laws or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 4.3 **Modifications.** This Agreement contains the complete understanding and agreement of the parties with respect to the matters covered herein and may not be modified except in written instrument signed by the duly authorized representatives of each of the parties hereto.
- 4.4 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Agreement, the City and the Grantee hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City or the Grantee; (iii) no individual or entity shall obtain any right to make any claim against the City or the Grantee under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third- party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether that individual or entity is named in this Agreement. Notwithstanding the foregoing, the City and Grantee agree that so long as Family Dollar Stores, Inc., or an affiliate of Family Dollar Stores, Inc., holds a leasehold interest in the Grantee Property, then Family Dollar Stores, Inc., or its affiliate holding such leasehold interest, shall be deemed an agent of Grantee for purposes of performing the Services hereunder, and this Section 4.4 shall not prohibit Family Dollar Stores, Inc., or its affiliate holding such leasehold interest, from performing the same on behalf of Grantee.
- 4.5 **Notices.** All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally, by messenger, by recognized overnight courier service or by registered or certified U.S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

A. To the Grantee:
TRC Jefferson Davis, LLC
656 Ellis Oak Drive, Suite 201
Charleston, SC 29412

B. To the City:

Chief Administrative Officer
900 East Broad Street, Suite 201
Richmond, Virginia 23219

Either party may change any of its address information given above by giving notice in writing stating its new address to the other party.

4.6 **Authorization.** The Chief Administrative Officer of the City of Richmond, Virginia, or her designee, shall be authorized to act on behalf of the Purchaser under this Agreement.

4.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Effective as of the date first written above.

GRANTEE:

**THE CITY OF RICHMOND,
VIRGINIA:**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Lincoln Saunders
Acting Chief Administrative Officer
Date: _____

Approved as to form:



Assistant City Attorney

Exhibit "A"
[Form of Assignment]

ASSIGNMENT OF RIGHT-OF-ENTRY AGREEMENT

This **ASSIGNMENT OF RIGHT-OF-ENTRY AGREEMENT** (this "Assignment"), dated as of _____, 20____, is made by and between _____ ("Assignor"), with an address of _____, and _____ ("Assignee"), with an address of _____.

Assignor, in consideration of ten (\$10) dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns unto Assignee all of Assignor's right, title and interest in and to that certain Right-of-Entry Agreement, dated _____, 20____, by and between Assignor and the City of Richmond with regard to certain rights and obligations pertaining to labor and materials needed to make and maintain alleyway improvements to that certain City-owned alleyway between Webber Avenue and Royal Avenue to the east of 1801 Jefferson Davis Highway (Parcel ID: S0071527001), 1805 Jefferson Davis Highway (Parcel ID: S0071527003), 1807 Jefferson Davis Highway (Parcel ID: S0071527004), 1809 Jefferson Davis Highway (Parcel ID: S0071527005) and 1817 Jefferson Davis Highway (Parcel ID: S0071527006), Richmond, Virginia (which collective property has been contemporaneously herewith conveyed by Assignor to Assignee).

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of Assignee forever.

This Assignment has been executed by the Assignor and the Assignee as of the date first written above.

ASSIGNOR:

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____