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1-22-05
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Introduction and first reading: 01/11/05
Public hearing: 01/22/05
Second reading and enactment: 01/22/05

INFORMATION ON PROPOSED ORDINANCE

Title

AN ORDINANCE to approve and authorize the conveyance of certain real property and permanent easements to the Commonwealth of Virginia, Department of Transportation, for public right-of-way purposes.

Summary

The proposed ordinance approves and authorizes the conveyance to the Commonwealth of Virginia, Department of Transportation, of certain real property and permanent easements for public right-of-way purposes in connection with the Woodrow Wilson Bridge project. The City will receive approximately \$11,350.00 for the property.

Sponsor

Staff

Richard Baier, Director of Transportation and Environmental Services
Joanna C. Frizzell, Assistant City Attorney

Authority

§ 2.03(g), Alexandria City Charter

Estimated Costs of Implementation

None

Attachments in Addition to Proposed Ordinance and its Attachments (if any)

None

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ORDINANCE NO. _____

AN ORDINANCE to approve and authorize the conveyance of certain real property and permanent easements to the Commonwealth of Virginia, Department of Transportation, for public right-of-way purposes.

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That the conveyance by the City of Alexandria to the Commonwealth of Virginia, Department of Transportation, of certain real property and permanent easements, as more particularly described in the deeds attached hereto, which description is incorporated herein fully by reference, for public right-of-way purposes, be, and the same hereby is, approved and authorized.

Section 2. That the city attorney, city manager and city clerk, respectively, be, and the same hereby are, authorized to approve, execute, attest and deliver on behalf of the City, two (2) deeds of conveyance in substantial conformity with the deeds attached hereto, and to do and perform all other acts necessary or proper to effect the conveyance hereby approved and authorized.

Section 3. That this ordinance shall become effective upon the date and at the time of its final passage; provided, however, that no transfer of any interest in the lands subject to this ordinance shall be effective until the deeds of conveyance shall have been executed and delivered to the grantee as herein provided, and the execution and delivery of such deeds shall be conclusive evidence of compliance with the provisions of this ordinance.

WILLIAM D. EUILLE
Mayor

Attachment: Deeds of Conveyance

Introduction: 01/11/05
First Reading: 01/11/05
Publication:
Public Hearing:
Second Reading:
Final Passage:

**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)(4), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(D)

THIS AGREEMENT, made this _____ day of _____, 2004, by and between
THE CITY OF ALEXANDRIA, Virginia a Municipal Corporation of Virginia, Grantor (even though
more than one), and the COMMONWEALTH OF VIRGINIA, Grantee,

WITNESSETH: THAT WHEREAS, it is proposed by the Commonwealth to widen or
improve State Highway Route 0095, Project 0095-96A-105-RW201 , from 2.08 miles West of existing
Telegraph Road, to 0.45 miles East of existing Telegraph Road, in the City of Alexandria, Virginia; and

WHEREAS, in the improvement it is necessary that the Grantee enter upon the lands of the
Grantor located in the aforesaid County to extend the road slopes and/or other construction onto the lands
as shown on the plans for the aforesaid project;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) cash in hand paid to the
Grantor, receipt of which is hereby acknowledged, the Grantor doth hereby grant and convey unto the
Grantee, with general warranty and English Covenants of Title, the permanent right and easement to use
that certain land from opposite approximate Ramp O Baseline Station 16 + 50.00 to opposite approximate
Station 17 + 50.00, thence from opposite approximate Station I-95 Mainline Baseline 168 + 10.26 to
opposite approximate Station 168 + 42.97; and thence from opposite approximate Station I-95 Mainline
Baseline 175 + 28.31 to opposite approximate Station 175 + 90.01 containing 0.0908 acre (3,955 square
feet), more or less, and as shown outlined in GREEN on photocopies of Sheets No. 4(2), 6(2) & 7(2) of
the plans for the proper execution and maintenance of the work, free from encroachments.

AND FURTHER, for the consideration aforesaid, the Grantor doth also hereby grant and convey unto the Grantee the temporary right and easement to use that certain land from opposite approximate I-95 Mainline Baseline Station 174 + 72.05 to opposite approximate Station 175 + 28.32, and from opposite approximate Station I-95 Mainline Baseline 175 + 90.00 to opposite approximate Station 176 + 57.36 containing 0.0343 acre (1,494 square feet), more or less, and as shown outlined in ORANGE on photocopies of Sheets No. 6(2) & 7(2) of the plans for the proper execution of the work. This temporary easement will terminate at such time as the construction of the aforesaid project is completed.

The hereinabove referred to photocopies are hereto attached as a part hereof and is to be recorded simultaneously herewith in the State Highway Plat Book Number _____, Page _____.

ADDITIONAL CONSIDERATION:

\$149.00 in full for permanent drainage easements, temporary construction easements and all appurtenances thereon, including damages, if any.

The Grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect its property have been fully explained to its authorized representative.

The Grantor covenants and agrees for itself, its successors and assigns, that the consideration hereinabove mentioned and paid to it shall be in lieu of any and all claims to compensation for the easements, and for damages, if any, which may result by reason of the use to which the Grantee will put the easements conveyed.

WITNESS the following signature and seal:

THE CITY OF ALEXANDRIA, Virginia, a municipal corporation of Virginia

By _____
(SEAL)

Title _____

STATE OF VIRGINIA

CITY OF ALEXANDRIA

The foregoing instrument was acknowledged before me this _____ day of _____
2004, by _____
(Name of officer or agent)

_____ of _____
(Title of officer or agent) (Name of Municipality)

a Virginia _____, on behalf of the City.
(Type of organization)

My Commission expires _____.

Notary Public

**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)(4), 58.1-3315, 25.1-418,

THIS DEED, made this _____ day of _____, 2004, by and between the CITY OF ALEXANDRIA, VIRGINIA, a Municipal Corporation of Virginia, Grantor, and the COMMONWEALTH OF VIRGINIA, acting through its Department of Transportation, Grantee;

WITNESSETH: THAT WHEREAS, the Council of the City of Alexandria, Virginia, at its meeting on _____, duly authorized by Ordinance No. _____, the conveyance to the Commonwealth of Virginia, Department of Transportation, of certain lands.

NOW, THEREFORE, for and in consideration of the sum of \$11,201.00 paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee with special warranty the following described land, all of which lies in the City of Alexandria, Virginia:

Parcel 323:

Being as shown on Sheets 8(2), 9(2) & 18(2) of the plans for Route 95, State Highway Project 0095-96A-105, RW201, and beginning on the North (left) side of the I-95 Mainline baseline from the lands of the Commonwealth opposite approximate Station 204 + 65.17 to the lands now or formerly belonging to Alexandria Tech Center Associates opposite approximate Station 208 + 43 and containing 0.0997 acre (4,343 square feet), more or less, land, together with the permanent right and easement to use the additional area shown as being required for a permanent maintenance easement from opposite approximate I-95 Mainline baseline Station 205 + 77.63 to opposite approximate Station 208 + 43 containing 0.0584 acre (2,544 square feet), more or less, together with the temporary right and easement to use the additional area shown as being required for the proper construction of the proposed retaining wall and containing 0.0584 acre (2,544 square feet), more or less. Said temporary easement will terminate at such time as the construction of the aforesaid project is completed, and being a part of the same land acquired by the Grantor from The Commonwealth of Virginia, by deed dated April 10, 1980, and recorded in Deed Book 987, Page 461; in the office of the Clerk of the Circuit Court of said City.

Parcel 326:

Being as shown on Sheets 7(2), 8(2) & 18(2) of the plans for Route 95, State Highway Project 0095-96A-105, RW201, and beginning on the North (left) side of the I-95 Mainline baseline from the lands of the Commonwealth opposite approximate Station 183 + 33.19 to the lands of the Commonwealth opposite approximate Station 200 + 70 and containing 0.7811 acre (34,025 square feet), more or less, land, together with the temporary right and easement to use the additional area shown as being required for the proper construction of drainage facilities and containing 0.0275 acre (1,198 square feet), more or less. Said temporary easement will terminate at such time as the construction of the aforesaid project is completed, and being a part of the same land (TM 070.02-02-03) acquired by the Grantor from Disc Incorporated of America, a Delaware Corporation, by deed dated August 20, 1973, and recorded in Deed Book 762, Page 209; and also being a part of the same land (TM 071.03-01-10) acquired by the Grantor from Harold R. Evans et ux et al, by deed dated October 4, 1973, and recorded in Deed Book 764, Page 508; and also being a part of the same land (TM 071.03-01-12) acquired by the Grantor from E.R. Campbell and Mamie V. Campbell, his wife, by deed dated May 24, 1973, and recorded in Deed Book 757, Page 283; and from David R. Campbell and Anna Campbell, his wife, by deed dated May 16, 1973, and recorded in Deed Book 757, Page 20; and from Herman W. Lutz, Trustee, by deed dated August 8, 1973, and recorded in Deed Book 761, Page 357; and from Preston S. Stickel and Catherine V. Stickel, his wife, by deed dated September 4, 1973, and recorded in Deed Book 762, Page 679; and from Emma Johnson Gary Hall, widow, by deed dated May 2, 1973, and recorded in Deed Book 756, Page 367; and from Louis Edward Anderson, Jr. divorced and not remarried, and Madelaine Estel Crumbacker (formerly Madeline Estel Anderson) and Jesse Crumbacker, her husband, by deed dated August 29, 1973, and recorded in Deed Book 762, Page 559; in the office of the Circuit Court of said City. Parcels 323 & 326 together contain 0.8808 acre (38,368 square feet), more or less, land, 0.0584 acre (2,544 square feet), more or less, permanent maintenance easement and 0.0859 acre (3,742 square feet), more or less, temporary construction easement.

For a more particular description of the land herein conveyed, reference is made to photocopies of Sheets No. 7(2), 8(2), 9(2), & 18(2), showing outlined in RED the land conveyed in fee simple, in ORANGE the area required for a temporary construction easement, in LIGHT GREEN the area required for a permanent maintenance easement and in YELLOW the areas required for Dominion Virginia Power utility easements, which photocopies are hereto attached as a part of this conveyance and recorded simultaneously herewith in the State Highway Plat Book _____, Page _____.

AND FURTHER WITNESSETH: THAT WHEREAS, all or part of Route 0095 has been designated as a Limited Access Highway in accordance with the provision of Article 4, Chapter 1, Title 33.1 of the 1950 Code of Virginia, as amended;

NOW, THEREFORE, for the aforesaid consideration the Grantor doth also hereby grant and convey unto the Grantee with special warranty any and all easements of access, light or air, incident to the

lands of the Grantor abutting upon the Limited Access Highway, and/or upon any of its ramps, loops, or connections at and with intersecting highways, the line or lines along which the easements herein conveyed lie being described as follows:

Parcel 323:

From a point lying on the North (left) side of the Proposed Right of Way and Limited Access Line opposite approximate Station 204 + 65.17 (I-95 Mainline Baseline), the lands of the Commonwealth; thence along said Proposed Right of Way and Limited Access Line to a point opposite approximate Station 208 + 43, the lands now or formerly belonging to Alexandria Tech Center Associates and shown in BLUE on said photo copy.

Parcel 326:

From a point lying on the North (left) side of the Proposed Right of Way and Limited Access Line opposite approximate Station 183 +33.19 (I-95 Mainline Baseline), the lands of the Commonwealth; thence along said Proposed Right of Way and Limited Access Line to a point opposite approximate Station 200 + 65.01, the lands of the Commonwealth and shown in BLUE on said photo copy.

It is covenanted and agreed that this conveyance is made pursuant to the provisions of Article 4, Chapter 1, Title 33.1 of the 1950 Code of Virginia, as amended, which shall be a covenant running with the abutting lands of the Grantor, which abut upon the Limited Access Highway, and/or upon any of its ramps, loops, or connections at or with intersecting highways, along the line or lines hereinabove described, as if the Article, as amended, was herein fully recited. Nothing herein contained shall be construed to convey any easement of access, light or air, incident to any lands of the Grantor abutting upon any highway other than the Limited Access Highway, ramps, loops, and connections, nor as denying the Grantor the right of ingress to and egress from any of the Grantor's lands which abut upon any service road now or hereafter constructed by the Grantee to provide access to and from the Limited Access Highway.

The Grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect its property have been fully explained to its authorized representative.

The Grantor covenants that it has the right to convey the land to the Grantee; that it has done no act to encumber the same; and that it will execute such further assurances of the same land as may be requisite.

The Grantor covenants and agrees for itself, its successors and assigns, that the consideration hereinabove mentioned and paid to it shall be in lieu of any and all claims to compensation for land, and for damages, if any, to the remaining lands of the Grantor which may result by reason of the use to which the Grantee will put the land to be conveyed, including such drainage facilities as may be necessary.

WITNESS the following signature and seal:

CITY OF ALEXANDRIA, VIRGINIA, a Municipal Corporation of Virginia

BY _____ (SEAL)

TITLE: _____

STATE OF VIRGINIA

CITY OF ALEXANDRIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____ (Name of officer or agent)

_____ of _____ (Title of officer or agent) (Name of Municipality)

a Municipal Corporation of Virginia, on behalf of the City of Alexandria. (State or place of municipality)

My Commission expires _____.

Notary Public