

INTRODUCED: December 12, 2016

AN ORDINANCE No. 2016-306

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 certain easements upon, over, under, and across certain property located in Maymont Park at 800 Swan Lake Drive for the construction, maintenance, and operation of electrical power transmission and distribution lines and associated appurtenances in accordance with a certain Right of Way Agreement.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 9 2017 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: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 9 2017 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 January 9, 2017, 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 easements 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 15.2-2103, 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, certain easements upon, over, under, and across certain property located in Maymont Park at 800 Swan Lake Drive for the construction, maintenance, and operation of electrical power transmission and distribution lines and associated appurtenances on that property as described and under the conditions set forth in the Right of Way Agreement, a copy of which is attached to and incorporated into this ordinance, to the following grantee:

Dominion Virginia Power.

§ 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 certain easements upon, over, under, and across certain real property located in Maymont Park at 800 Swan Lake Drive for the construction, maintenance, and operation of electrical power transmission and distribution lines and associated appurtenances 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 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 construction, operation and maintenance of electrical power transmission and distribution lines and associated appurtenances 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.



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

082016

O&R REQUEST

DATE: November 7, 2016
TO: The Honorable Members of City Council
THROUGH: Dwight C. Jones, Mayor
THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer
THROUGH: Debra D. Gardner, Deputy CAO for Human Services
FROM: Deborah Morton, Interim Director for Department of Parks, Recreation and Community Facilities
RE: Right of Way Agreement for property located at Maymont Park

EDITION: O&R REQUEST

NOV 15 2016
4-5917
Chief Administration Office
City of Richmond

ORDINANCE OR RESOLUTION NO.:

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a forty (40) year Right of Way Agreement between the City of Richmond and Dominion to allow Dominion access to certain properties located within Maymont Park for the purpose of transmitting and distributing electrical power.

REASON: The Maymont Foundation is undertaking major improvements to properties in and around the Petting Zoo area and the ancillary parking lot. These improvements require upgrades to the means by which Dominion supplies electricity to certain properties within Maymont Park.

RECOMMENDATION: The Department of Parks, Recreation and Community Facilities recommends that City Council approve the Right of Way Agreement.

BACKGROUND: This is a part of Maymont Foundation's City-approved project to improve services to the public.

FISCAL IMPACT/COST: There is no increased fiscal impact or associated cost to the City.

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: None

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon adoption

RECEIVED

NOV 30 2016

OFFICE OF CITY ATTORNEY

REQUESTED INTRODUCTION DATE: December 12, 2016

CITY COUNCIL PUBLIC HEARING DATE: January 9, 2017

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: None (Use, Housing and Transportation)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Parks, Recreation, and Community Facilities.

RELATIONSHIP TO EXISTING ORD. OR RES.:

REQUIRED CHANGES TO WORK PROGRAM(S): None.

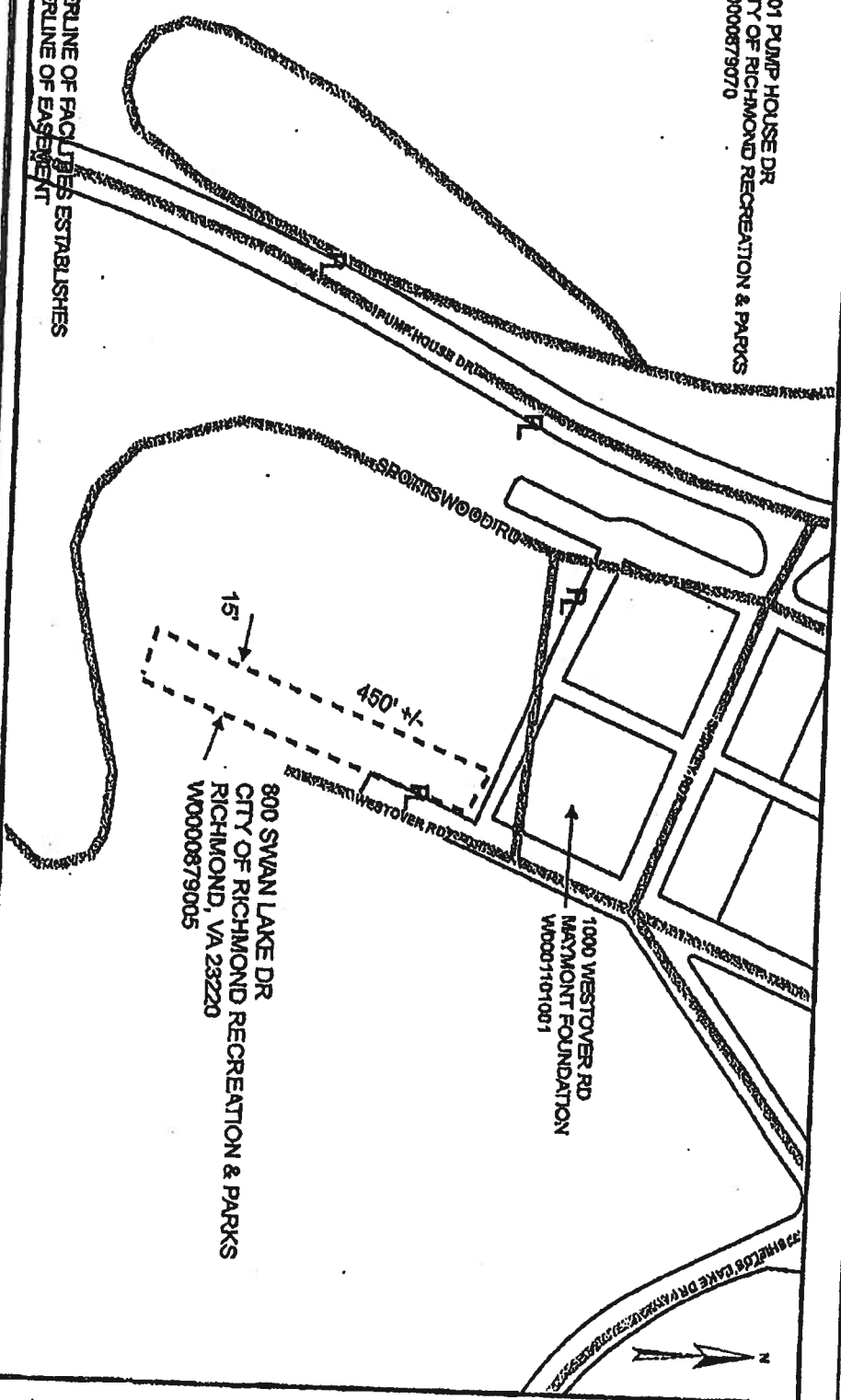
ATTACHMENTS: Attachment A – Area Map
Attachment B – Right of Way Agreement

STAFF: Barry Russell, Deputy Director
Parks, Recreation and Community Facilities, 646-5944

Attachment A
Area Map

1401 PUMP HOUSE DR
 CITY OF RICHMOND RECREATION & PARKS
 W0000879070

CENTERLINE OF FACILITIES ESTABLISHES
 CENTERLINE OF EASEMENT



LEGEND

- - - - - Location of Boundary Lines of Right-of-Way
- - - - - Indicates Property Line is Right-of-Way Boundary

District	W BROAD	County - City	RICHMOND	State	VA
District Supervisor	NEAR WEST	Office	RICHMOND	File Number	01-16-0021
Division Number	10020767	Parcel Number	8-B0001		

DATE: 06-14-2016

BY: WALKER

**PLAT TO ACCOMPANY
 RIGHT-OF-WAY AGREEMENT**

VIRGINIA ELECTRIC AND POWER COMPANY
 doing business as
DOMINION VIRGINIA POWER UG

OWNER INITIALS: _____

Attachment B
Right of Way Agreement

Right of Way Agreement

2. The easement granted herein shall extend across the lands of the GRANTOR situated in the CITY OF RICHMOND, Virginia, as more fully described on Plat(s) Numbered 01-16-0021, dated 4/14/2016, 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 the said Plat(s), reference being made thereto for a more particular description thereof.
3. All facilities constructed hereunder shall remain the property of the GRANTEE. GRANTEE shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.
4. Subject to the limitations of City of Richmond Ordinance No. 93-340-281 (the "Ordinance") 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 the right to trim, top, relop, 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 the GRANTEE shall be removed and properly disposed of by GRANTEE.
5. For the purposes 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 the 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 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, unless GRANTEE is otherwise aware of such damage, in which case GRANTEE shall so inform GRANTOR and, upon GRANTOR's request, shall repair the damage in accordance with the terms of the Ordinance.

Initials: _____

Right of Way Agreement

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights granted, provided such use does not interfere with GRANTEE's exercise of any of its rights hereunder. Subject to the GRANTOR's rights set forth in the Ordinance, GRANTOR shall not 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 the 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, and in accordance with the terms of the Ordinance, relocate its 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"), and the Ordinance and other applicable law, shall reimburse GRANTEE for the cost thereof and convey to GRANTEE an equivalent easement at the new site.

8. GRANTEE's right to assign or transfer its rights, privileges and easement 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 the terms and conditions contained herein 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 shall mean the plural and the plural the singular.

Initials: ADP _____

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 Benjamin Daniel By: _____
(Name)
Asst City Attorney Title: _____
(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
(Name of officer or agent) (Title of officer or agent)

City of Richmond, Virginia, whose name is signed to the foregoing writing dated this _____ day of _____, 2016, and acknowledged the same before me.

Given under my hand _____, 2016.

Notary Public (Print Name) _____ Notary Name (Signature) _____

Virginia Notary Reg. No. _____ My Commission Expires: _____

Approved This to Jan - Benjamin Daniel

