

INTRODUCED: July 26, 2021

AN ORDINANCE No. 2021-211

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 a non-exclusive easement over, under, through, upon, and across certain portions of the property located at 6120 Warwick Road for the laying, construction, operation, and maintenance of one or more lines of underground conduits and cables and all equipment, accessories, and appurtenances necessary in connection therewith to provide electrical service to the City's E911 communications tower in accordance with a certain Right of Way Agreement.

Patrons – Mayor Stoney and Mr. Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 13 2021 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;

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 27 2021 REJECTED: _____ STRICKEN: _____

2. invited bids for the easement, franchise, privilege, lease or right offered to be granted in and by this ordinance, which bids were to be:
 - a. delivered in writing to the presiding officer of the Council of the City of Richmond at its regular meeting to be held on September 13, 2021, 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 franchise, rights and privileges 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, a non-exclusive easement over, under, through, upon, and across certain portions of the property located at 6120 Warwick Road and identified as Tax Parcel No. C006-0925/018 in the 2021 records of the City Assessor for the laying, construction, operation, and maintenance of one or more lines of underground conduits and cables and all equipment, accessories, and appurtenances necessary in connection therewith to provide electrical

service to the City's E911 communications tower as set forth in the Right of Way Agreement, 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 Right of Way Agreement between the City of Richmond as grantor and the grantee identified in section 1 of this ordinance to grant a non-exclusive easement to certain portions of the property located at 6120 Warwick Road and identified as Tax Parcel No. C006-0925/018 in the 2021 records of the City Assessor for the laying, construction, operation, and maintenance of one or more lines of underground conduits and cables and all equipment, accessories, and appurtenances necessary in connection therewith to provide electrical service to the City's E911 communications tower by such grantee, provided that:

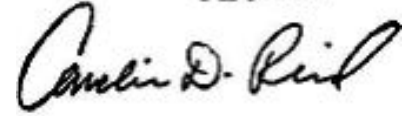
(a) The Right of Way Agreement has first been approved as to form by the City Attorney and is substantially in the form of the document attached to this ordinance;

(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 laying, construction, operation, and maintenance of one or more lines of underground conduits and cables and all equipment, accessories, and appurtenances necessary in connection therewith to provide electrical service to the City's E911 communications tower as provided for in the granted non-exclusive easement, 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, in accordance with 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:**

A handwritten signature in cursive script that reads "Amelia D. Reed".

City Clerk




CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST


DATE: June 21, 2021 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor 

THROUGH: Lincoln Saunders, Acting Chief Administrative Officer 

THROUGH: Stephen Willoughby, Director, Department of Emergency Communications 

FROM: Christopher Armstrong, Operations Manager, Department of Emergency Communications 

RE: To Authorize the Chief Administrative Officer to enter into a Right of Way Agreement

ORD. OR RES. No. _____

PURPOSE: To Authorize the City's Acting Chief Administrative Officer enter into a Right of Way Agreement regarding the Emergency Communications Tower at 6120 Warwick Road, in the City of Richmond, VA.

REASON: The City of Richmond needs to build a 350-foot Self-Support Communications Tower at the approximant vicinity of 6120 Warwick Road, Richmond, VA 23224. This site is required as part of the City of Richmond's Next Generation Public Safety Radio System. The Fire Station 23 site provides mission critical Public Safety radio coverage in the southern portion of the City of Richmond.

RECOMMENDATION: Approval of the Right of Way Agreement

BACKGROUND: One or more lines of underground conduits and cables and other wires and fixtures need to be constructed to supply said site with electrical services. An agreement must be granted in order to accomplish this task.

FISCAL IMPACT / COST: Included in the turn-key contract with Motorola Solutions, Inc. for the replacement of the 800 MHz radio system.

FISCAL IMPLICATIONS: N/A

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: July 26, 2021

CITY COUNCIL PUBLIC HEARING DATE: September 13, 2021

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Emergency Communications

RELATIONSHIP TO EXISTING ORD. OR RES.: N/A

REQUIRED CHANGES TO WORK PROGRAM(S): No

ATTACHMENTS: Right of Way Agreement

Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this _____ day of _____, by and between

CITY OF RICHMOND

("GRANTOR") and _____ ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend VARIABLE (VARIABLE) feet in width across the lands of GRANTOR; and

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as GRANTEE may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said non-exclusive easement shall extend VARIABLE (VARIABLE) feet in width across the lands of GRANTOR.

Initials: _____

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VAROWNo(s). 05-19-0105

Tax Map No. C0060925018

Form No. 728493-1 (Aug 2013)

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Right of Way Agreement

2. The easement granted herein shall extend across the lands of GRANTOR situated in the CITY OF RICHMOND, Virginia, as more fully described on Plat(s) Numbered 05-19-0105, dated 10/24/2019 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 said Plat (s), reference being made thereto for a more particular description thereof.
3. All facilities constructed hereunder shall remain the property of 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, without limitation, the right to trim, top, retrim, retop, 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 GRANTEE shall remain the property of GRANTOR.
5. For the purpose 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 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 boundaries of 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.

Initials: _____

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VAROW No(s). 05-19-0105

Form No. 728493-2 (Aug 2013)

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Right of Way Agreement

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with GRANTEE's exercise of any of its rights hereunder. GRANTOR shall not have the right to 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 this 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, relocate such 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 easements, as granted herein, 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 terms and conditions contained therein 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 number shall mean the plural and the plural the singular.

Initials: _____

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VAROW No(s). 05-19-0105

Form No. 728493-3 (Aug 2013)
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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: 

By: _____

Title: Senior Assistant Attorney

Title: Acting Chief Administrative Officer

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

County, Virginia, whose name is signed to the foregoing writing dated this _____ day of

_____, 2021, and acknowledged the same before me.

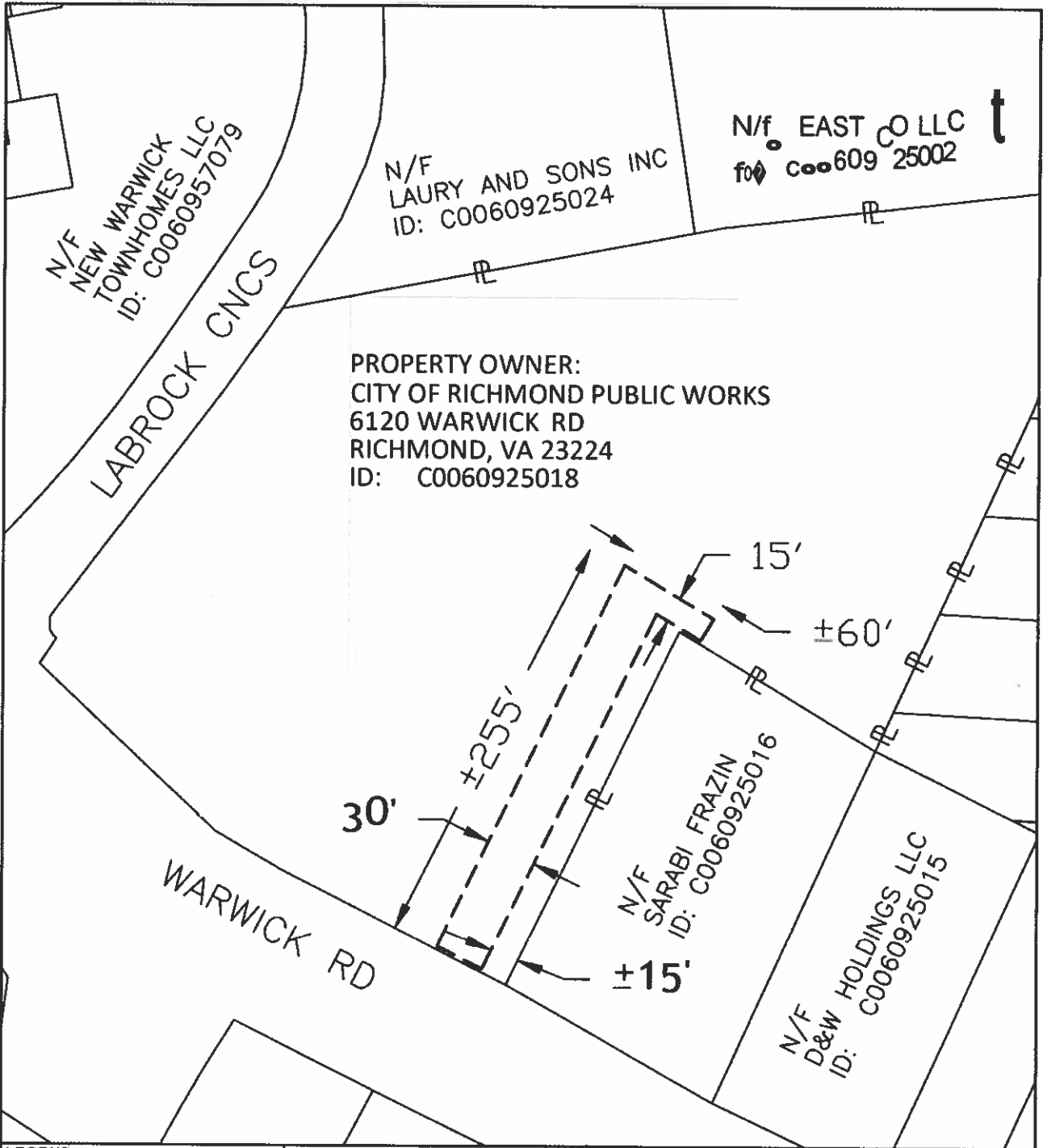
Given under my hand _____, 2021.

Notary Public (Print Name)

Notary Name (Signature)

Virginia Notary Reg. No. _____

My Commission Expires: _____



LEGEND - - Location of Boundary Lines of Right-of-Way in Width. ◆ Indicates Property Line is Right-of-Way Boundary	District OS	Scale NTS - 1	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT	OH/UG
	District-Township-Borough County-City RICHMOND RICHMOND	State VA	Plat Number 05-19-d 05-	doing business as
DATE 10.4.19	Office M. J. J. THIAN	Estimate Number 10 4318	Grid Number L347	OWNER INITIALS _____

Right of Way Agreement

Exhibit A

THIS RIGHT OF WAY AGREEMENT dated _____

_____, by and between the

CITY OF RICHMOND

a political subdivision of the Commonwealth of Virginia ("GRANTOR"), and _____ ("GRANTEE") is hereby amended as follows:

- 1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any such term, this Right of Way Agreement shall expire unless GRANTOR agrees to renew this Right of Way Agreement for an additional term of years.
- 2. In the event that GRANTOR terminates this Agreement, or if the removal of GRANTEE's facilities is otherwise desired by GRANTOR, then GRANTOR agrees that it will pay the cost of removing GRANTEE's wires and facilities, and, if appropriate, the cost of replacing GRANTEE's wires and facilities. Upon such termination of this Right of Way Agreement, GRANTOR agrees to provide GRANTEE, if needed by GRANTEE, a suitable substitute easement subject to the same terms provided for herein for GRANTEE's wires and facilities. In the event that this Right of Way Agreement is revoked or terminated, all facilities constructed hereunder shall remain the property of GRANTEE.
- 3. GRANTOR covenants that in the event GRANTOR transfers the real property on which GRANTEE's wires and facilities are located by this Right of Way Agreement before the expiration of this Right of Way Agreement, a condition of such transfer shall be conveyance of a reasonably suitable permanent easement to GRANTEE where permitted by law. If such permanent easement is not in the same location as the easement granted by this Right of Way Agreement, an additional condition of such transfer shall be payment to GRANTEE for the reasonable cost of relocating GRANTEE's wires and facilities to the permanent easement.
- 4. All payments and other performances by GRANTOR under this Right of Way Agreement are subject to annual appropriations by the Richmond City Council, all necessary approvals, and applicable law. It is understood and agreed between GRANTEE and GRANTOR that GRANTOR will be bound under this Right of Way Agreement only to the extent of the funds available or which may hereafter become available for the purpose of this Right of Way Agreement. Under no circumstances shall GRANTOR's total liability under this Right of Way Agreement exceed the total amount of funds appropriated by the City Council for the payments under this Right of Way Agreement for the performance of GRANTOR.

GRANTOR:

Approved as to Form:



Neil R. Gibson
Senior Assistant City Attorney

a political subdivision of the Commonwealth of Virginia

By:

Its: Acting Chief Administrative Officer

VAROW No(s). 05-19-0105

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