

INTRODUCED: December 11, 2017

AN ORDINANCE No. 2017-254

To grant to the County of Chesterfield, Virginia three temporary construction easements upon, over, under, and across portions of the City-owned real estate known as 8850 West Huguenot Road.

\_\_\_\_\_  
Patron – Mayor Stoney

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: JAN 22 2018 AT 6 P.M.

WHEREAS, the City, as owner of the property known as 8850 West Huguenot Road, desires to grant to the County of Chesterfield, Virginia three temporary construction easements upon, over, under, and across portions thereof;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That, notwithstanding any possible application of section 8-2(c), 8-57, or any other provision of the Code of the City of Richmond (2015), as amended, the City, as grantor, hereby grants to the County of Chesterfield, Virginia, as grantee, three temporary construction easements upon, over, under, and across portions of the property known as 8850 West Huguenot Road.

AYES:           8           NOES:           0           ABSTAIN:       1  
\_\_\_\_\_

ADOPTED:      FEB 5 2018   REJECTED:      \_\_\_\_\_   STRICKEN:      \_\_\_\_\_

§ 2. That the grant such easements shall be by a deed that is substantially in the form of the Deed of Utility Easement attached to and incorporated into this ordinance, provided that such Deed of Utility Easement first must be approved as to form by the City Attorney.

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



RECEIVED

DEC 07 2017

CITY OF RICHMOND  
INTRACITY CORRESPONDENCE

O & R REQUEST

4-7246  
NOV 15 2017

Office of the  
Chief Administrative Officer

O&R REQUEST

DATE: November 13, 2017

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Peter L. Downey, Deputy Chief Administrative Officer for Economic Development and Planning

THROUGH: Debbie Jackson, Interim Deputy Chief Administrative Officer, Human Services

THROUGH: Christopher E. Frelke, Director Parks, Recreation and Community Facilities

THROUGH: Lenora Reid, Deputy Chief Administrative Officer, Finance and Administration

THROUGH: John B. Wack, Director Finance

THROUGH: Robert C. Steidel, Deputy Chief Administrative Officer, Operations

FROM: Rosemary H. Green, Interim Director of Public Utilities

RE: Authorization for the City's Chief Administrative Officer to sign a deed of easement granting three temporary construction easements on city land to Chesterfield County.

ORD. OR RES. No. \_\_\_\_\_

PURPOSE: To authorize the City's Chief Administrative Officer to sign a deed of easement granting three temporary construction easements to Chesterfield County to allow for the construction of a water pump station and ground storage tank by Chesterfield County on city land.

REASON: The City wishes to sell Chesterfield County an additional five million gallons per day of potable water. The designated delivery point for these additional water sales is near the City's existing Huguenot Road water pump station and ground storage tank. Chesterfield County will construct, operate and maintain a finished water pumping station and ground storage tank on leased property adjacent to the easement areas.

RECOMMENDATION: Richmond City Council authorize the Chief Administrative Officer to sign a deed of easement granting three temporary construction easements to Chesterfield County for the purpose of constructing a water pump station and ground storage tank.

JS 12/6/17

11-15-17

11-15-17

RHG

**BACKGROUND:** The proposed Chesterfield pumping station and two million gallon ground storage tank will disturb approximately 1.16 acres of Larus Park land. Approximately 0.13 acres of land is needed for the three temporary construction easements.

**FISCAL IMPACT / COST:** Additional water sales of up to 5 million gallons per day from Chesterfield County and a one-time payment of \$91,136 for trees removed for the project which will be used to help fund the purchase of an additional 18.164 acres of land adjacent to Larus Park. This additional land will be managed by the Department of Parks, Recreation and Community Facilities as an extension of Larus Park.

**FISCAL IMPLICATIONS:** Increased customer base to the water utility budget spreading the cost burden across more customers per unit volume of water sold and better utilizing fix asset costs in the water treatment, storage and distribution system.

**BUDGET AMENDMENT NECESSARY:** No

**REVENUE TO CITY:** None.

**DESIRED EFFECTIVE DATE:** Upon adoption.

**REQUESTED INTRODUCTION DATE:** December 11, 2017

**CITY COUNCIL PUBLIC HEARING DATE:** January 8, 2018

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Planning Commission, December 18, 2017

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** Budget and Finance

**AFFECTED AGENCIES:** Department of Public Utilities, Department of Parks, Recreation & Community Facilities

**RELATIONSHIP TO EXISTING ORD. OR RES.:** City of Richmond Ordinance 94-242-225; City of Richmond Ordinance 94-242-225; Papers introduced November 13, 2017 (Acquisition - 8778 Rear Hugenot; Amended Chesterfield Water Contract; Budget - \$91,136 - Land for Larus Park); and companion paper to be introduced December 11, 2017 for land lease.

**REQUIRED CHANGES TO WORK PROGRAM(S):** None

**ATTACHMENTS:**

- Deed of Utility Easement
- Plat

**STAFF:** Rosemary H. Green, Interim DPU Director  
Robert C. Steidel, Deputy Chief Administrative Officer

Prepared by and after recording return to:  
City of Richmond, Department of Public Utilities  
730 East Broad Street  
Richmond, VA 23219  
Attn: Rosemary Green

Tax Map No. C0010891016

### DEED OF UTILITY EASEMENT

THIS DEED OF UTILITY EASEMENT (this "Deed") is made this \_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF RICHMOND**, a municipal corporation organized under the laws of the Commonwealth of Virginia, to be indexed as grantor (the "GRANTOR"), and the **COUNTY OF CHESTERFIELD**, a political subdivision of the Commonwealth of Virginia, to be indexed as grantee (the "GRANTEE").

### EXEMPTION FROM TAXES

This conveyance is exempt from Recordation Taxes pursuant to Sections 58.1-811(A)(3) and 58.1-811(C)(4) of the Code of Virginia (1950) as amended.

### WITNESSETH:

WHEREAS, GRANTOR holds fee simple title to certain real property situated in Richmond, Virginia, designated as Tax Parcel No. C0010891016 and being a portion of the same real estate conveyed to GRANTOR by deed recorded in the Clerk's office of the Circuit Court of Richmond, Virginia, in Instrument No. 000538-00272 (the "Property"); and

WHEREAS, GRANTEE desires to construct, operate and maintain water improvements and associated appurtenances (the "Improvements") on the Property and requests from GRANTOR three temporary construction easements within the Property for such purposes, which easements GRANTOR is willing to convey.

**NOW, THEREFORE**, in consideration of the foregoing recitals, incorporated herein and made a part hereof, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR does hereby convey to GRANTEE, with General Warranty of Title, three temporary construction easements totaling 0.13 acres (collectively the "Easements"), two of variable width and the other 20 ft. wide, upon, over, under and across the land owned by GRANTOR for the purpose of constructing the Improvements, the location of which Easements is more particularly shown on the plat entitled, Plat Showing the Location of a Proposed Lease Area and (3) Proposed Temporary Construction Easements to be Acquired Through the Property Owned by the City of Richmond Parcel ID: C0010891016, and marked as Attachment A, attached hereto and incorporated herein. The Easements will expire upon GRANTEE's completion of both the Improvements and any subsequent restoration of the Property, as described in paragraph 3 of this Deed (the "Term"); provided, however, in no case shall the Term be longer than five (5) years.

The Easements shall be SUBJECT to the following conditions:

1. GRANTOR reserves the right to use the Easements in a manner not

inconsistent with the rights herein conveyed, or which does not interfere with or endanger the Facilities; provided, however, GRANTOR shall not construct any buildings or other structures, except GRANTOR's own water improvements and associated appurtenances, within the Easements without obtaining the prior written approval of GRANTEE's Director of Public Utilities. Notwithstanding the foregoing, GRANTOR may retain within the Easement any structure or improvement pre-dating execution of this Deed, unless the removal thereof is necessary for the Improvements.

2. GRANTEE will have full and free use of the Easements for the purposes named herein and, when reasonably necessary for such use, GRANTEE may use the land abutting the Easements; provided, however, that GRANTEE's exercise of its right to use such abutting land will only be to the minimum extent necessary. GRANTEE will have the right to trim, cut and remove any natural or manmade structure, improvement or obstruction in or near the Easements that GRANTEE deems to interfere with its exercise of the Easements.
3. GRANTEE hereby covenants with GRANTOR that upon completion by GRANTEE of the Improvements, GRANTEE will restore or replace, to its immediately prior condition as far as is practicable and consistent with GRANTEE's rights herein conveyed and the purpose of the Easements as named herein, whatever land and the surface thereof within the boundaries of the Temporary Easement GRANTEE disturbs while performing the Improvements. Restoration shall include, but not be limited to, the removal of all debris and trash, the backfilling and compaction of trenches, the replacement of topsoil and fences, and the reseeding of lawns or pasture areas.
4. It is expressly understood and agreed that the Easements are nonexclusive and are granted subject to all currently existing valid easements, agreements, covenants, restrictions and conditions of record affecting the property or any part thereof. Until expiration of the Term, this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, GRANTOR has hereunto affixed their signature and seal as of the day and year first hereinabove written.

**CITY OF RICHMOND (GRANTOR)**

BY: \_\_\_\_\_  
Selena Cuffee-Glenn  
Chief Administrative Officer  
City of Richmond, Virginia

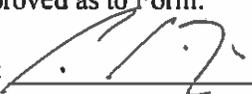
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, Notary Public in and for the City/County and State aforesaid, do hereby certify that \_\_\_\_\_ whose name is signed to the foregoing deed of utility easement, bearing date \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me in my City/County and State aforesaid and acknowledged the same to be their act and deed.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Notary Registration Number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Approved as to Form:  
BY:  \_\_\_\_\_

Accepted on behalf of Chesterfield County:

BY: \_\_\_\_\_

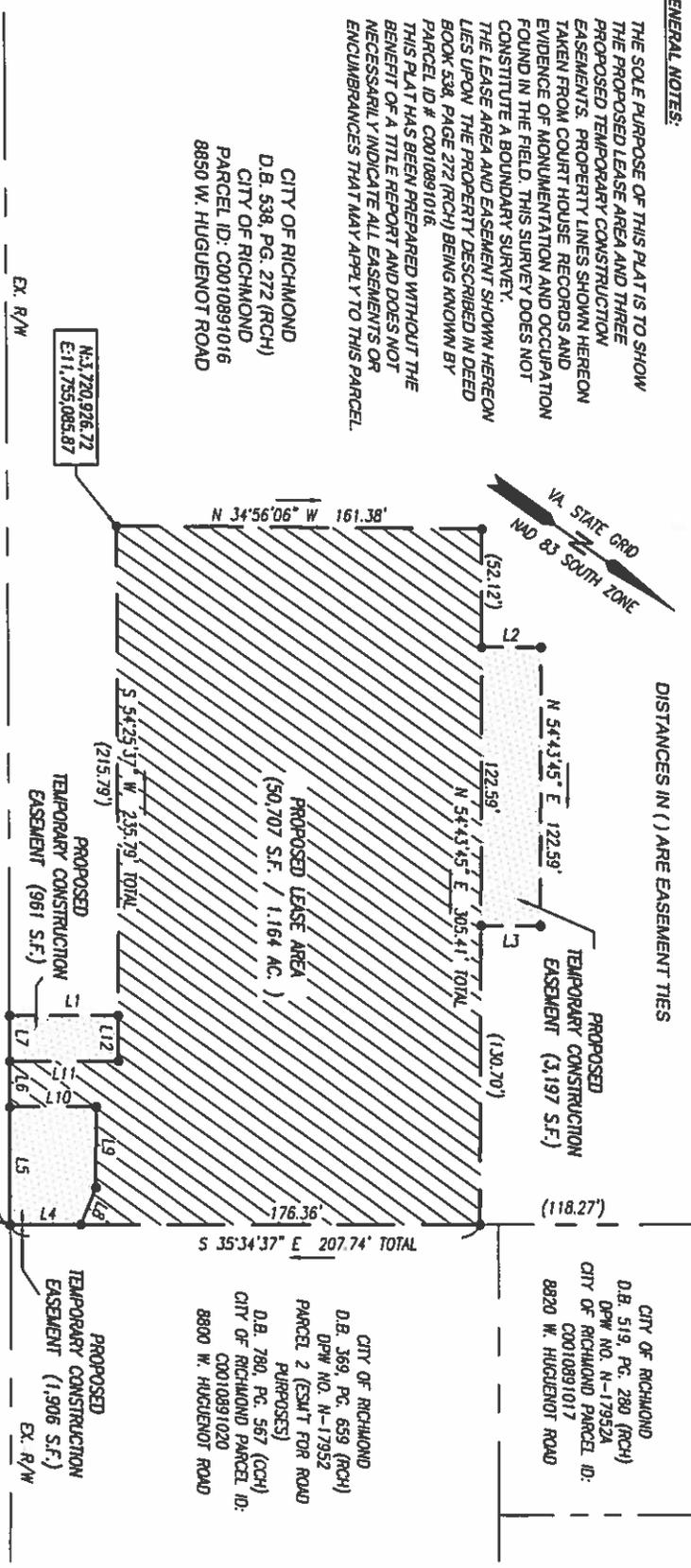
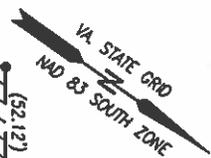
Approved as to Form:  
\_\_\_\_\_

Attachment A

**GENERAL NOTES:**

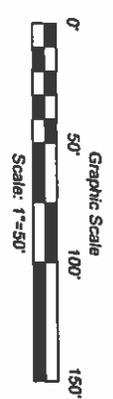
1. THE SOLE PURPOSE OF THIS PLAT IS TO SHOW THE PROPOSED LEASE AREA AND THREE PROPOSED TEMPORARY CONSTRUCTION EASEMENTS. PROPERTY LINES SHOWN HEREON TAKEN FROM COURT HOUSE RECORDS AND EVIDENCE OF MONUMENTATION AND OCCUPATION FOUND IN THE FIELD. THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY.
2. THE LEASE AREA AND EASEMENT SHOWN HEREON LIES UPON THE PROPERTY DESCRIBED IN DEED BOOK 538 PAGE 272 (RCH) BEING KNOWN BY PARCEL ID # C0010891016.
3. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT NECESSARILY INDICATE ALL EASEMENTS OR ENCUMBRANCES THAT MAY APPLY TO THIS PARCEL.

CITY OF RICHMOND  
D.B. 538, PG. 272 (RCH)  
CITY OF RICHMOND  
PARCEL ID: C0010891016  
8850 W. HUGUENOT ROAD



LINE	BEARING	DISTANCE
L1	N 35°34'28" W	48.07
L2	N 35°16'15" E	26.08
L3	S 35°16'15" E	26.08
L4	S 35°34'37" E	31.38
L5	S 54°22'20" W	51.43
L6	S 54°22'20" W	20.00
L7	S 54°22'20" W	20.00
L8	S 54°22'20" W	17.56
L9	S 54°25'37" W	35.20
L10	S 35°34'28" E	38.15
L11	N 35°34'28" W	48.05
L12	S 54°25'37" W	20.00

Sheet Status:  
**FINAL**  
Submittal Date:  
11-09-17



Sealed: 11-09-17  
License Expires: 06-30-2019



PLAT SHOWING THE LOCATION OF A PROPOSED LEASE AREA AND (3) PROPOSED TEMPORARY CONSTRUCTION EASEMENTS TO BE ACQUIRED THROUGH THE PROPERTY OWNED BY THE CITY OF RICHMOND

LEASE AREA (50,707 SQUARE FEET)  
TEMPORARY CONSTRUCTION EASEMENTS (6,064 SQUARE FEET TOTAL)

WEST HUGUENOT ROAD  
VARIABLE WIDTH R/W (SR 147)

EX. R/W

EX. R/W

**H&B Surveying and Mapping, LLC**  
insightful solutions, quality service  
A DBE/WBE S/WaM Certified Business

612 Hull Street, Suite 101B  
Richmond, VA 23224  
804.330.3781 Off. 804.859.5330 Fax

Job #: WR1609.01  
Date: 11-09-17  
Sheet: 1 of 1  
Drawn By: EVM  
Checked By: LRB

Rev. #	Rev. Date

Survey  
Produced  
at Richmond  
Office Location

2105 Electric Road SW, Suite 103  
Roanoke, VA 23224  
540.804.2559 Off.