

INTRODUCED: October 14, 2025

AN ORDINANCE No. 2025-238

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Deed of Temporary Utility Easement between the City of Richmond and the County of Henrico for the purpose of granting non-exclusive easements over, under, through, upon, and across certain portions of the property known as Lewis Ginter Botanical Gardens located at 1800 Lakeside Avenue.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: NOV 10 2025 AT 6 P.M

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is hereby authorized to execute a Deed of Temporary Utility Easement between the City of Richmond and the County of Henrico for the purpose of granting non-exclusive easements over, under, through, upon, and across certain portions of the property known as Lewis Ginter Botanical Gardens located at 1800 Lakeside Avenue. Such Deed of Temporary Utility Easement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

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

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: September 17, 2025

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Daniel Avula, Mayor

THROUGH: Odie Donald, Chief Administrative Officer

THROUGH: Sharon Ebert, DCAO – Planning & Economic Development Portfolio

THROUGH: Angie Rodgers, Director of Economic Development

FROM: Chris Nizamis, Real Estate Manager – Real Estate Strategies – DED

RE: To provide for the granting by the City of Richmond to Henrico County, Virginia three non-exclusive utility easements across certain portions of City-owned property known as the Lewis Ginter Botanical Garden located at 1800 Lakeside Avenue.

ORD. OR RES No. _____

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Deed of Temporary Utility Easement between the City of Richmond and the County of Henrico for the purpose of granting non-exclusive easements over, under, through, upon, and across certain portions of the property known as Lewis Ginter Botanical Gardens located at 1800 Lakeside Avenue.

BACKGROUND: Lewis Ginter Botanical Gardens sits on property owned by the City of Richmond that is located in Henrico County at 1800 Lakeside Avenue and is identified as Tax Parcel No. 780-751-9222 in the 2025 records of the County of Henrico Finance Department’s Real Estate Assessment Division.

This easement request is for the completion of three 5-year easements for 1) two public water lines as shown on a plat entitled “Easement Plat Showing 20’ Public Water Line Easements Across the Property of City of Richmond”, prepared by the Timmons Group, dated April 19, 2024 and 2) for one sanitary sewer as shown on a plat entitled “Easement Plat Showing a Variable Width Public Sanitary Sewer Easement Across the Property of City of Richmond”, prepared by the Timmons Group, dated April 19, 2024 that exist on the property.

This upgrade was required Henrico County to accommodate the previous expansion and renovations related to the property. Said work was previously completed, however, due to various clerical matters the installation was never authorized by the City and the County does not have any records of the easement request. In order to correct this omission, Henrico County is requesting that the City approve the three utility easements and to affirm and clarify Henrico's right to occupy and use certain portions of the LGBG Parcel for utilities purposes.

The subject parcel of real estate was devised and bequeathed to the City of Richmond in the will of Grace E. Arents and was previously known as the Bloemendaal Farms. In 1984, the City entered into a lease with the LGBG for a lease period that extends into perpetuity as long as LGBG maintains the parcel as a public park and botanical garden. The parcel is currently assessed at \$35,855,500.

COMMUNITY ENGAGEMENT: None

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: None

FISCAL IMPACT: None.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: October 14, 2025

CITY COUNCIL PUBLIC HEARING DATE: November 10, 2025

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: No committee referral pursuant to City Council's Rule of Procedure – Rule VI (B) (3)

AFFECTED AGENCIES: Legal Department and the Department of Economic Development

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord. # 83-275-250

ATTACHMENTS:

- The two Plat Plans (showing pathway location for the two water lines and sanitary sewer)
- Deed of Temporary Utility Easement Draft
- Lease between the City of Richmond and the Lewis Ginter Botanical Gardens

STAFF: Christopher Nizamis, Real Estate Manager – Real Estate Strategies/DED

Prepared by:

City of Richmond, City Attorney's Office
900 E. Broad Street, Suite 400
Richmond, Virginia 23219

COUNTY OF HENRICO, VIRGINIA

Portion of GPIN No: 780-751-9222

After recording, return to:

County of Henrico, Real Property Division
P. O. Box 90775
Henrico, VA 23273-0775

DEED OF TEMPORARY UTILITY EASEMENT

THIS DEED OF TEMPORARY UTILITY EASEMENT (this "Deed") is made this ____ day of _____, 2025, 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 HENRICO, to be indexed as grantee (the "GRANTEE").

EXEMPTION FROM TAXES

This conveyance is exempt from Grantor and Grantee Recordation Taxes pursuant to Section 58.1-811(A)(3) and Section 58.1-811(D) of the Code of Virginia (1950) as amended.

WITNESSETH

WHEREAS, GRANTOR holds fee simple title to certain real property situated in the County of Henrico, Virginia, designated as GPIN No. 780-751-9222 and being the same real estate conveyed to GRANTOR by Will dated June 25, 1926, recorded in the Clerk's office of the Circuit Court of the County of Henrico in Will Book W0009, Page 0231 (the "Property"); and

WHEREAS, GRANTEE desires to use portions of the Property for activities (the "Activities") to operate and maintain water and sanitary sewer utility lines, including accessories associated appurtenances thereto, and requests from GRANTOR a variable width public sanitary sewer easement consisting of 11,785 square feet, a twenty-foot public water line easement consisting of 1,886 square feet, and a twenty-foot public water line easement consisting of 503 square feet (collectively, the "Easements"), which easements GRANTOR is willing to convey.

WHEREAS, pursuant to the terms of Ordinance No. 20__ - _____, adopted by the Richmond City Council on _____, 20__, attached hereto and incorporated herein as Attachment A, GRANTOR has agreed to convey to GRANTEE the Easements, as more particularly set forth in this Deed.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein and made a part hereof, and for good and valuable consideration, GRANTOR does hereby convey to GRANTEE, with General Warranty of Title, a variable width public sanitary sewer easement consisting of 11,785 square feet, a twenty-foot public water line easement consisting of 1,886 square feet, and a twenty-foot public water line easement consisting of 503 square feet (collectively, the "Easements") upon, over, under, and across the Property for GRANTEE's performance of the Activities, the location of which Easements are more particularly shown on the plats entitled, **"EASEMENT PLAT SHOWING A VARIABLE WIDTH PUBLIC SANITARY SEWER**

EASEMENT ACROSS THE PROPERTY OF CITY OF RICHMOND PARCEL ID: 780-751-9222,”) prepared by Timmons Group, dated April 19, 2024, and marked as Attachment B, attached hereto and incorporated herein, and “ **EASEMENT PLAT SHOWING TWO 20’ PUBLIC WATER LINE EASEMENTS ACROSS THE PROPERTY OF CITY OF RICHMOND PARCEL ID: 780-751-9222,**” prepared by Timmons Group, dated April 19, 2024, and marked as Attachment C, attached hereto and incorporated herein. The Easements shall expire sixty (60) months after the date of recordation of this Deed of Temporary Utility Easement (the “Term”).

The Easements shall be SUBJECT to the following conditions:

GRANTOR may make any use of the land and space within the Easements that is not inconsistent with the rights herein conveyed to GRANTEE; provided, however, that GRANTOR shall not construct, place or insert, or allow to be constructed, placed or inserted, any natural or manmade structure, improvement or obstruction, or any portion thereof or appurtenance thereto, with the exception of fences, ground cover and other small vegetation, within the Easement without obtaining the prior written approval of the GRANTEE. The GRANTEE shall have thirty (30) days after receipt of a request from GRANTOR to construct, place or insert any such structure, improvement or obstruction to provide a response to the GRANTOR, and the GRANTEE’s approval shall not be unreasonably withheld, conditioned or delayed. If a response is not provided by the GRANTEE within thirty (30) days, the GRANTOR’s request shall be deemed approved.

GRANTEE will have full and free use of the Easement for the purposes named herein in common with GRANTOR and, when reasonably necessary for such use, GRANTEE may use the land immediately 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. The GRANTOR may at any time provide written notice to the GRANTEE that such land use of land abutting the Easement is not necessary and the GRANTEE shall immediately remove any and all items from the abutting land. GRANTEE will have the right to trim, cut and remove any natural or manmade structure, improvement or obstruction in or near the Easement that GRANTEE reasonably deems to interfere with its exercise of the Easement. The GRANTEE shall notify the GRANTOR at least thirty (30) days prior to trimming, cutting, or removing any natural or manmade structures, improvements or obstructions in or near the Easement. If there are no public roads or alleys reasonably convenient to the Easement, GRANTEE will have the right of ingress and egress over the lands of GRANTOR adjacent to the Easement. GRANTEE shall exercise the rights granted herein in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR, the Property and the improvements located thereon.

GRANTEE hereby covenants with GRANTOR that upon completion by GRANTEE of any Activities within the Easements, the immediately abutting land, and any land used for ingress and egress, and upon completion by GRANTEE of installation and construction Activities, GRANTEE will restore or replace, to its immediately prior condition as far as is practicable and consistent with GRANTEE’s rights herein conveyed, whatever improvements, land and the surface thereof within the Property GRANTEE disturbs by performing Activities.

Until expiration of the Term for the Easements, this Deed shall run with the land and be binding upon GRANTOR’s heirs, successors and assigns in title. Each individual executing this Deed represents that he or she is duly authorized to bind GRANTOR or GRANTEE, as the case may be, to the terms and provisions of this Deed.

SIGNATURES ON NEXT PAGES

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

CITY OF RICHMOND, VIRGINIA, a municipal
corporation of the Commonwealth of Virginia
(GRANTOR)

By: _____
Odie Donald
Chief Administrative Officer

COMMONWEALTH OF VIRGINIA
CITY OF Richmond, to-wit:

I, _____, Notary Public in and for the City/County
and State aforesaid, do hereby certify that Odie Donald, on behalf of the City of Richmond, Virginia,
whose name is signed to this foregoing Deed, personally appeared before me in my City and State
aforesaid and acknowledged the same to be their act and deed.

Given under my hand this ____ day of _____, 2025.

Notary Public

Notary Registration Number: _____

My commission expires: _____

Approved as to Form:

By: Emily Messer
Emily Messer
Assistant City Attorney
City of Richmond, Virginia

This foregoing Deed from the City of Richmond, Virginia is hereby accepted the ____ day of _____, 2025, pursuant to authority granted by Section 15.2-1803 of the Code of Virginia.

COUNTY OF HENRICO (GRANTEE)

By: _____
John Vithoulkas, County Manager
County of Henrico, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO, to-wit:

I, _____, Notary Public in and for the County and State aforesaid, do hereby certify that John Vithoulkas, whose name is signed to this foregoing Deed, personally appeared before me in my County and State aforesaid and acknowledged the same to be their act and deed.

Given under my hand this _____ day of _____, 2025.

Notary Public

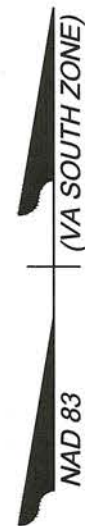
Notary Registration Number: _____

My commission expires: _____

Approved as to Form:

By: _____
Assistant City Attorney
County of Henrico, Virginia

Y:\90163268-LEWIS_GINTER_ESMTIDWG\63268V-XPESMT-SAN REV 5-29-24.dwg | Plotted on 6/21/2024 11:24 AM | by Zachary Viney

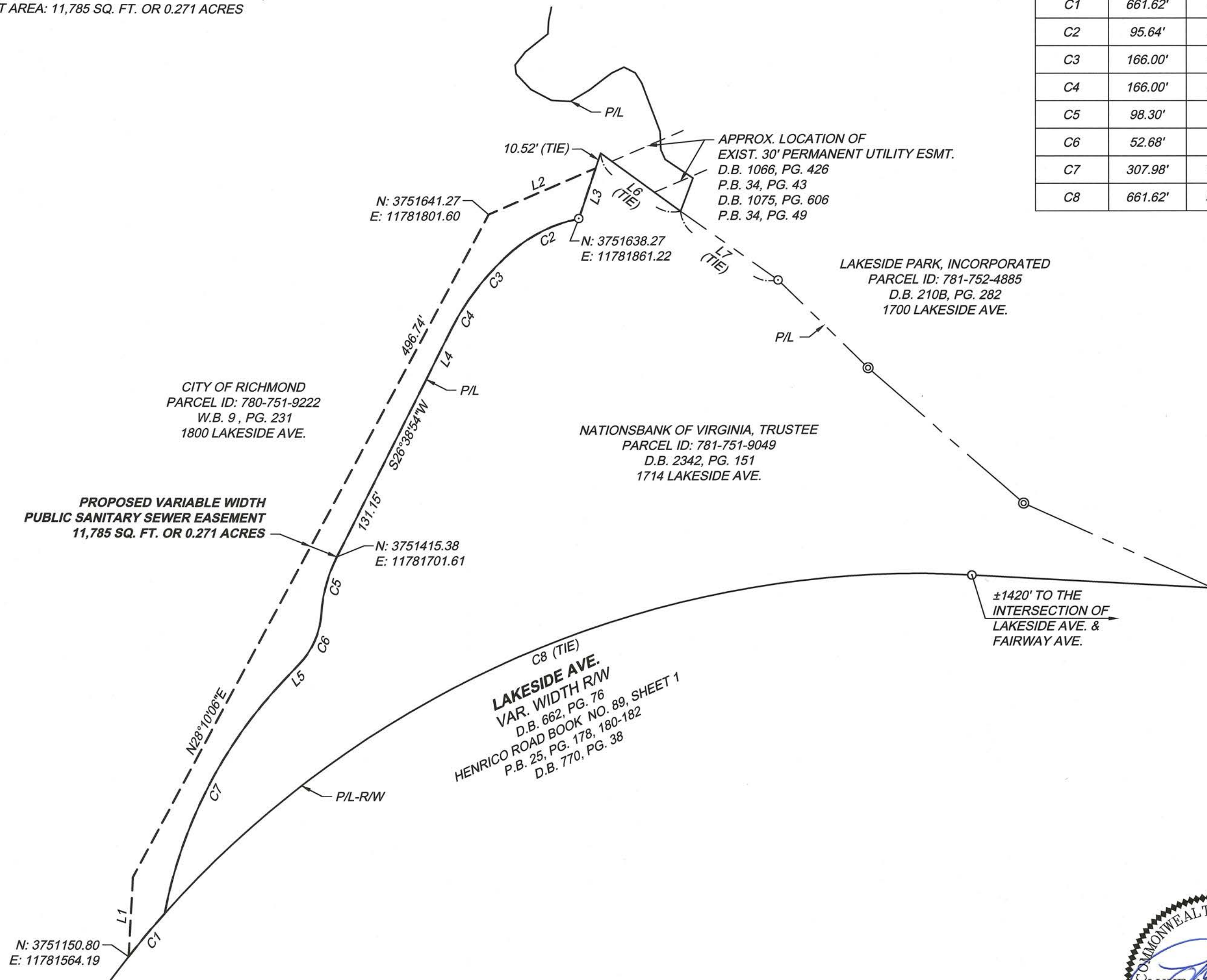


NOTES:

1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. NOT ALL ENCUMBRANCES OR EASEMENTS MAY BE SHOWN.
2. NO IMPROVEMENTS SHOWN HEREON.
3. EASEMENT AREA: 11,785 SQ. FT. OR 0.271 ACRES

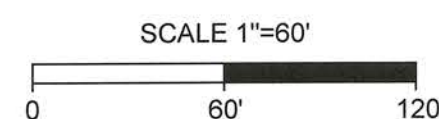
CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	661.62'	37.08'	18.54'	3°12'39"	S39°50'35"W	37.07'
C2	95.64'	49.15'	25.13'	29°26'41"	S64°14'04"W	48.61'
C3	166.00'	43.34'	21.79'	14°57'27"	S42°02'00"W	43.21'
C4	166.00'	22.91'	11.47'	7°54'23"	S30°36'05"W	22.89'
C5	98.30'	39.46'	20.00'	23°00'00"	S15°08'53"W	39.20'
C6	52.68'	36.52'	19.03'	39°43'10"	S23°30'29"W	35.79'
C7	307.98'	175.78'	90.35'	32°42'04"	S27°01'02"W	173.40'
C8	661.62'	596.94'	320.51'	51°41'41"	S67°17'45"W	576.90'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N3°10'56"E	52.65'
L2	N66°47'01"E	76.85'
L3	S18°17'49"W	35.07'
L4	S26°38'54"W	36.63'
L5	S43°22'04"W	15.11'
L6	S53°45'03"E	65.28'
L7	S54°33'40"E	78.78'



LEGEND:

- IRON ROD FOUND
- ⊙ IRON PIPE FOUND
- P/L-PROPERTY LINE
- R/W-RIGHT OF WAY



**EASEMENT PLAT
SHOWING A VARIABLE WIDTH
PUBLIC SANITARY SEWER
EASEMENT ACROSS THE
PROPERTY OF CITY OF
RICHMOND
PARCEL ID: 780-751-9222**

FAIRFIELD DISTRICT	HENRICO CO, VA.
Date: APR. 19, 2024	Scale: 1"=60'
Sheet 1 of 1	J.N.: 63268
Drawn by: ZV	Checked by: L.M.T.
REVISED 5-29-24 PER COUNTY COMMENTS	

THIS DRAWING PREPARED AT THE
CORPORATE OFFICE
1001 Boulders Parkway, Suite 300 | Richmond, VA 23225
TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

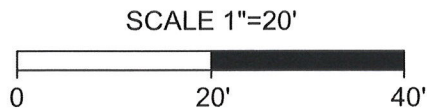
YOUR VISION ACHIEVED THROUGH OURS.

TIMMONS GROUP

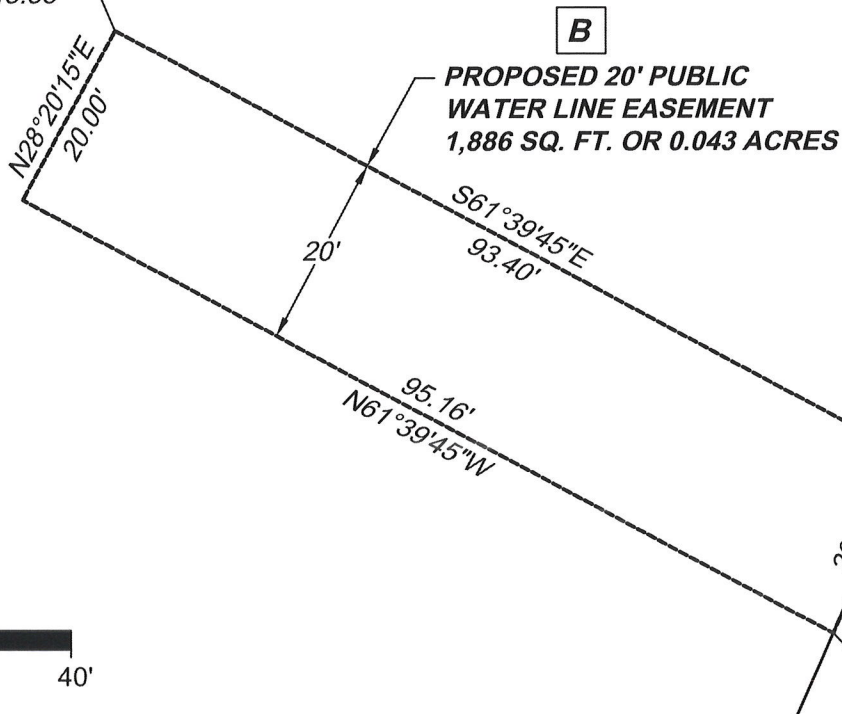
Y:\90163268-LEWIS_GINTER_ESMT\DWG\63268V-XPESMT-WTR REV 5-7-24.dwg | Plotted on 5/13/2024 10:30 AM | by Zachary Viney

(VA SOUTH ZONE)
NAD 83

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	661.62'	20.00'	10.00'	1°43'56"	S24°19'23"W	20.00'
C2	661.62'	784.69'	445.88'	67°57'14"	S59°09'58"W	739.51'



N: 3750929.93
E: 11781343.38



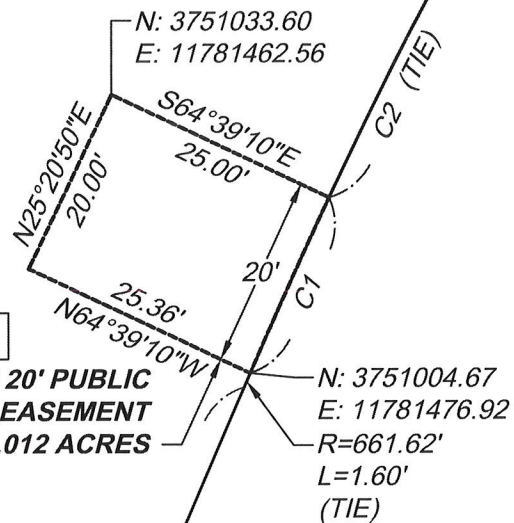
CITY OF RICHMOND
PARCEL ID: 780-751-9222
W.B. 9, PG. 231
1800 LAKESIDE AVE.

A

PROPOSED 20' PUBLIC
WATER LINE EASEMENT
503 SQ. FT. OR 0.012 ACRES

P/L-R/W

LAKESIDE AVE.
VAR. WIDTH R/W
D.B. 662, PG. 76
HENRICO ROAD BOOK NO. 89, SHEET 1
P.B. 25, PG. 178, 180-182
D.B. 770, PG. 38



±1420' TO THE
INTERSECTION OF
LAKESIDE AVE. &
FAIRWAY AVE.

NOTES:

1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT
OF A TITLE REPORT. NOT ALL ENCUMBRANCES OR
EASEMENTS MAY BE SHOWN.

2. NO IMPROVEMENTS SHOWN HEREON.

3. EASEMENTS:

A - 20' WATER LINE EASEMENT: 503 SQ. FT.
B - 20' WATER LINE EASEMENT: 1,886 SQ. FT.
TOTAL EASEMENT AREA: 2,389 SQ. FT.



**EASEMENT PLAT
SHOWING TWO
20' PUBLIC WATER LINE
EASEMENTS ACROSS THE
PROPERTY OF CITY OF
RICHMOND
PARCEL ID: 780-751-9222**

FAIRFIELD DISTRICT	HENRICO CO., VA
DATE: APR. 19, 2024	SCALE: 1"=20'
SHEET 1 OF 1	J.N.:63268
DRAWN BY: ZV	CHECK BY: L.M.T.
REVISED 5-7-24 PER COUNTY COMMENTS	

TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

THIS DRAWING PREPARED AT THE
CORPORATE OFFICE
1001 Boulders Parkway, Suite 300 | Richmond, VA 23225
TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

LEASE

THIS LEASE, made and entered into this 16th day of July, 1984, by and between the CITY OF RICHMOND, a municipal corporation of the Commonwealth of Virginia, acting by and through its City Manager, hereinafter referred to as the "City", and the LEWIS GINTER BOTANICAL GARDEN INCORPORATED, hereinafter referred to as "Lewis Ginter."

WHEREAS, Lewis Ginter desires to lease from the City that parcel of real estate known as "Bloemendaal Farm," situated in the County of Henrico, Virginia, at 7700 Lakeside Avenue; and

WHEREAS, the City desires to lease Bloemendaal Farm to Lewis Ginter.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Lease of Bloemendaal Farm. The City hereby leases to Lewis Ginter, and Lewis Ginter hereby leases from the City, that parcel of real estate devised and bequeathed to the City in the will of Grace E. Arents. Said real estate, known as Bloemendaal Farm, is located in Henrico County, Virginia, situated at 7700 Lakeside Avenue, extending from Hilliard Road to the Lake, together with the dwelling house and all buildings, with the exception of the greenhouse situated thereon, and with such exceptions as set forth in Section 3 of this Lease.

Section 2. Term of Lease. The City leases Bloemendaal Farm to Lewis Ginter for a period that extends into perpetuity, or so long as Lewis Ginter maintains Bloemendaal Farm as a public park and botanical garden. The City shall have the right to petition the Circuit Court of the City of Richmond to terminate this Lease at any time that it appears that Lewis Ginter operates Bloemendaal Farm inconsistent with the intentions expressed in the will of Grace E. Arents, or in a manner that unreasonably restricts or limits the rights of any citizens to use or enjoy the public park and botanical garden.

Section 3. Exceptions. Lewis Ginter shall have the exclusive use of Bloemendaal subject to the following conditions:

(a) The City shall be permitted to maintain a greenhouse and tree nursery on Bloemendaal Farm to the extent that the operation of said greenhouse and tree nursery does not interfere with the development of Bloemendaal Farm as a public park and botanical garden. If Lewis Ginter determines that the City's use of Bloemendaal Farm interferes with the development of Bloemendaal Farm as a public park and botanical garden, it shall give the City at least a ninety (90) day written notice of its desire for the City to terminate its greenhouse and tree nursery operation and accord the City sufficient time to remove all City facilities and property located thereon.

(b) The Women's Committee of the Richmond Symphony (WCRS) or its successor corporation, shall have the use of the

main house at Bloemendaal Farm as a "Designer House," along with parking spaces sufficient to accommodate at least two hundred (200) automobiles, upon the terms and conditions of the lease between the City and WCRS dated August 15, 1983. (Said City/WCRS lease is attached and incorporated by reference into this Lease as Exhibit "A").

Section 4. City Council and Court Approval. This Lease shall not become effective until approved by the Circuit Court of the City of Richmond, the City Council of the City and Lewis Ginter Botanical Garden, Inc.

IN WITNESS WHEREOF, the City has caused its name to be subscribed hereto by its City Manager and Lewis Ginter has caused this Lease to be executed on its behalf by its duly authorized officer.

CITY OF RICHMOND

By *A. Hare Todd*
Actg City Manager

LEWIS GINTER BOTANICAL GARDEN, INC.

By *Robert J. Grey, Jr.*
Title: *Chairman*

APPROVED AS TO FORM:

Reginald M. Farley
Senior Assistant City Attorney