

INTRODUCED: December 9, 2019

AN ORDINANCE No. 2019-336

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Deed of Utility Easement between the City of Richmond and Regency Goodwyn, LLC, for the purpose of granting a variable width water line easement to the City.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

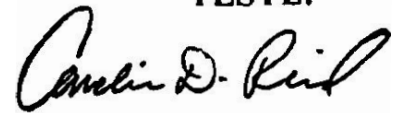
PUBLIC HEARING: JAN 13 2020 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Deed of Utility Easement between the City of Richmond and Regency Goodwyn, LLC, for the purpose of granting a variable width water line easement to the City. The Deed of 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.

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

**A TRUE COPY:
TESTE:**



City Clerk

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 27 2020 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST
4-9407
NOV 13 2019

Office of the
Chief Administrative Officer

O&R REQUEST

DATE: November 12, 2019 EDITION 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lenora G. Reid, Acting Chief Administrative Officer

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

THROUGH: Calvin D. Farr, Jr., Director of Public Utilities

THROUGH: Jonathan Snyder, DPU Energy Services Manager

FROM: Charles Scott Yates, Operations Manager, DPU Development Services

RE: Deed of Utility Easement from Regency Goodwyn, LLC - Carytown Exchange
Parcel No: W0001598031 (the "Site")

Handwritten signatures and stamps: 12/2/19 RECEIVED DEC 02 2019 OFFICE OF THE CITY ATTORNEY

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer, on behalf of the City of Richmond, to execute a deed of utility easement (the "Easement") between Regency Goodwyn, LLC, a Virginia limited liability company (the "Property Owner"), and the City of Richmond, Virginia. The Easement grants a variable width water line easement from the Property Owner to the City.

REASON: The Property Owner is constructing commercial building(s) on the Site and requests that the City install, operate and maintain water line facilities, for which the Easement is required. Under the terms of the Easement, the Property Owner, subject to certain conditions and at its sole cost, has the right to relocate the water line facilities. In the event of relocating the water line facilities, the Easement, or such portion thereof, shall automatically terminate and all rights granted to the City shall revert to the Property Owner six months after the Property Owner gives notice to the City of the relocation. Additionally, the Property Owner shall take ownership of the relocated water line facilities, should the City so desire, or grant the City a replacement easement as needed.

RECOMMENDATION: It is recommended that an ordinance be adopted authorizing the Chief Administrative Officer, on behalf of the City of Richmond, to sign the Easement for the installation, operation, and maintenance of water line facilities.

BACKGROUND: The buildings at the Site (formerly the Martins grocery store site) have been demolished to make way for the new construction. This work requires the installation of new DPU utilities and need for a utility easement.

FISCAL IMPACT / COST: None.

FISCAL IMPLICATIONS: None.

BUDGET AMENDMENT NECESSARY: None.

REVENUE TO CITY: None.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: December 9, 2019.

CITY COUNCIL PUBLIC HEARING DATE: January 13, 2020.

REQUESTED AGENDA: Consent.

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation Committee.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A.

AFFECTED AGENCIES: Department of Public Utilities.

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

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: Deed of Utility Easement

STAFF: Charles Scott Yates, Operations Manager, DPU Development Services

Prepared by and after recording return to:
City of Richmond, Department of Public Utilities
900 East Broad Street
Richmond, Virginia 23219

Tax Map No. W0001598031

DEED OF UTILITY EASEMENT

THIS DEED OF UTILITY EASEMENT (this "Deed of Easement") is made this _____ day of _____, 2020, by and between **REGENCY GOODWYN, LLC**, a Virginia limited liability company, to be indexed as grantor (the "GRANTOR"), and the **CITY OF RICHMOND**, a municipal corporation organized under the laws of the Commonwealth of Virginia, to be indexed as grantee (the "GRANTEE").

EXEMPTION FROM TAXES

This conveyance is exempt from Recordation Taxes pursuant to Section 58.1-811(A)(3) 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. W0001598031 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, as Instrument Nos. 19-210 (the "Property"); and

WHEREAS, GRANTEE desires to install, operate, and maintain water line facilities (the "Improvements") on the Property and requests from GRANTOR a permanent variable width waterline easement within the Property for such purposes, which easement 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, and in accordance with Ordinance No. 2020-_____, adopted _____, 2020 by the City Council of the City of Richmond, GRANTOR does hereby convey to GRANTEE, with General Warranty of Title, a perpetual non-exclusive variable width easement (the "Easement") upon, over, under and across the land owned by GRANTOR for the construction, reconstruction, operation, maintenance and repair of the Improvements, the location of which Easement is more particularly shown on the plat entitled, "Proposed Variable Width Waterline Easement on the Property of Regency Goodwyn LLC c/o Regency Centers Corp," prepared by Bowman Consulting Group, Ltd., dated August 15, 2019, attached hereto as Exhibit A and by reference incorporated herein (the "Easement Area").

The Easement shall be SUBJECT to the following conditions:

GRANTOR may make any use of the land and space within the Easement Area that is not inconsistent with the rights herein conveyed to GRANTEE; provided, however, that GRANTOR shall not construct, place or plant, or allow to be constructed, placed or planted, any natural or manmade

DE-1

Parcel ID: W0001598031, FY2020

structure, improvement or obstruction, or any portion thereof or appurtenance thereto, with the exception of ground cover and paving, within the Easement Area without obtaining the prior written approval of the Director of Public Utilities of the City of Richmond, Virginia, which approval shall not be unreasonably withheld.

GRANTEE will have full and free use of the Easement for the purposes named herein and, when reasonably necessary for such use, GRANTEE may temporarily use the land abutting the Easement Area; 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 the Easement Area that GRANTEE deems, in its reasonable discretion, to interfere with its exercise of the Easement. If there are no public roads or alleys reasonably convenient to the Easement Area, GRANTEE will have the right of ingress and egress over the lands of GRANTOR adjacent to the Easement Area.

GRANTEE hereby covenants with GRANTOR that upon completion by GRANTEE of any construction, reconstruction, operation, maintenance, repair or removal 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, whatever land and the surface thereof within the boundaries of the Easement Area GRANTEE disturbs while performing such construction, reconstruction, operation, maintenance, repair or removal; provided, however, GRANTEE shall only restore or replace any pavement GRANTEE disturbs within the Easement Area to applicable City of Richmond standards.

GRANTOR specifically reserves the right to grant additional easement rights over the Easement Area to third parties; so long as such easement rights do not materially interfere with GRANTEE's use of the Easement Area.

GRANTOR shall have the right to relocate the Improvements within the Easement Area, provided that such relocation (i) is in conformance with all applicable water standards and specifications, (ii) shall be at the sole cost and expense of GRANTOR, and (iii) shall not materially interfere with GRANTEE's use of the Easement or GRANTEE's continuous provision of water service to all properties reliant on the Improvements. GRANTOR shall grant unto GRANTEE such replacement easement as may be necessary to effect such relocation. GRANTOR shall not commence Improvement relocation until GRANTEE's Director of Public Utilities or functional equivalent confirms satisfaction of all conditions precedent detailed herein. Notwithstanding the foregoing, GRANTOR shall also obtain all other necessary approvals to relocate the Improvements. By way of example only, GRANTOR shall obtain any building permits necessary for Improvement relocation.

The Easement is determinable. In the event that GRANTOR relocates all or a portion of the Improvements as detailed hereinabove and upon GRANTOR's written notice to GRANTEE's Director of Public Utilities or functional equivalent of any such event, the Easement, or such portion thereof identified by GRANTOR, shall automatically terminate and all rights, title, and interest therein shall revert to GRANTOR six (6) months after such notice from GRANTOR to GRANTEE. GRANTOR's notice shall identify with specificity the scope of the Easement Area subject to reversion. At GRANTEE's option, GRANTOR shall accept ownership of the Improvements in that portion of the Easement Area that reverts to GRANTOR.

This Deed of Easement shall run with the land and be binding upon GRANTOR's heirs, successors and assigns in title. Each individual executing this Deed of Easement 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 of Easement.

SIGNATURES ON NEXT PAGES

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

REGENCY GOODWYN, LLC, a Virginia limited liability company

By: Regency Centers, L.P., a Delaware limited partnership
Its: Manager

By: Regency Centers Corporation, a Florida corporation
Its: General Partner

By: _____
Name: Chris Widmayer
Its: Vice President

STATE OF NORTH CAROLINA
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, bearing date _____ day of _____, 2020, 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 _____, 2020.

Notary Public

Notary Registration Number: _____

My commission expires: _____

The foregoing Deed of Easement from Regency Goodwyn, LLC is hereby accepted this ____ day of _____, 2020, pursuant to authority granted by Ordinance No. 2020-_____, adopted _____, 2020.

CITY OF RICHMOND (GRANTEE)

By: _____

Lenora G. Reid
Acting 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 _____, 2020, 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 _____, 2020.

Notary Public

Notary Registration Number: _____

My commission expires: _____

Approved as to Form:

By:  _____

A. Ross Phillips
Assistant City Attorney
City of Richmond, Virginia

