

INTRODUCED: September 13, 2021

AN ORDINANCE No. 2021-241

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 6255 Old 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 Southside Community Center located at 6255 Old Warwick Road in accordance with a certain Right of Way Agreement.

\_\_\_\_\_  
Patron – Mayor Stoney and Mr. Jones

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

PUBLIC HEARING: SEP 27 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: \_\_\_\_\_ 9 \_\_\_\_\_ 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 27, 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 6255 Old Warwick Road and identified as Tax Parcel No. C007-0099/024 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 Southside Community Center 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 6255 Old Warwick Road and identified as Tax Parcel No. C007-0099/024 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 Southside Community Center by such grantee, provided that:

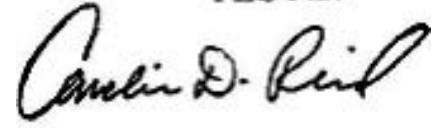
(a) The Right of Way Agreement has first been approved as to form by the City Attorney and is substantially in the form of the document attached to this ordinance;

(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 Southside Community Center 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**



Parks, Recreation and Community Facilities

**DATE:** August 10, 2021 **EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney, Mayor *[Signature]*

**THROUGH:** Lincoln Saunders, Acting Chief Administrative Officer *[Signature]*

**THROUGH:** Reginald E. Gordon, Deputy Chief Administrative Officer - Human Services *[Signature]*

**FROM:** Christopher E. Frelke, Director of Parks, Recreation and Community Facilities *[Signature]*

**RE:** Proposed Electrical Service Easement for Southside Community Center – 6255 Old Warwick Road, Richmond, VA 23224

**ORDINANCE OR RESOLUTION NO.:** \_\_\_\_\_

**PURPOSE:** To authorize the Acting Chief Administrative Officer to grant to the person, firm, or corporation to be ascertained in the manner prescribed by law an easement with a term of 40 years for the purpose of relocating power lines adjacent to the athletic field located at the Southside Community Center, 6255 Old Warwick Road, as shown on the attached drawing entitled "Exhibit B", Tax Map Parcel C0070099024 for the purpose of transmitting and distributing electrical power.

**REASON:** This O&R will allow the person, firm, or corporation to make improvements in order to supply electrical service to a city site.

**RECOMMENDATION:** The Department of Parks, Recreation and Community Facilities recommends that City Council approve the easement as outlined in the attachment.

**BACKGROUND:** The Southside Community Center located at 6255 Old Warwick Road was purchased by the City of Richmond in 2014. Since that time, improvements have been made to the gymnasium and existing underutilized buildings were demolished. This current phase includes the construction of a concrete skate park, domestic water line installation, storm drainage, site electrical, athletic field turf installation, athletic equipment installation, landscaping, and selective demolition. One or more power lines need to be relocated in order to transmit and distribute electrical power to this site. An easement must be granted to accomplish this task.

**FISCAL IMPACT/COST:** None anticipated

**FISCAL IMPLICATIONS:** None anticipated

**BUDGET AMENDMENT NECESSARY:** No

**REVENUE TO CITY:** None anticipated

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** September 13, 2021

**CITY COUNCIL PUBLIC HEARING DATE:** September 27, 2021

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** Land 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.:** None

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

**ATTACHMENTS:** Attachment A – Right of Way Agreement  
Attachment B – Plat Map

**STAFF:** Heywood Harrison, Capital Projects Manager  
Parks, Recreation and Community Facilities, 646-5608

## Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between:

CITY OF RICHMOND PUBLIC WORKS

("GRANTOR") and \_\_\_\_\_, ("GRANTEE")

### WITNESSETH

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, a non-exclusive right, privilege and 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 or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid or to effectuate such internal telephone or other internal communication 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, 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 TWENTY (TWENTY) feet in width across the lands of the **GRANTOR**; and

Initials: \_\_\_\_\_

## 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 05-21-0035, dated 04/27/2021, 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: \_\_\_\_\_



## 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: \_\_\_\_\_

(Page 3 of 6 Pages)

VAROW No(s). 05-21-0035

Form No. 728493-3 (Aug 2013)

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: \_\_\_\_\_ 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 \_\_\_\_\_  
(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.

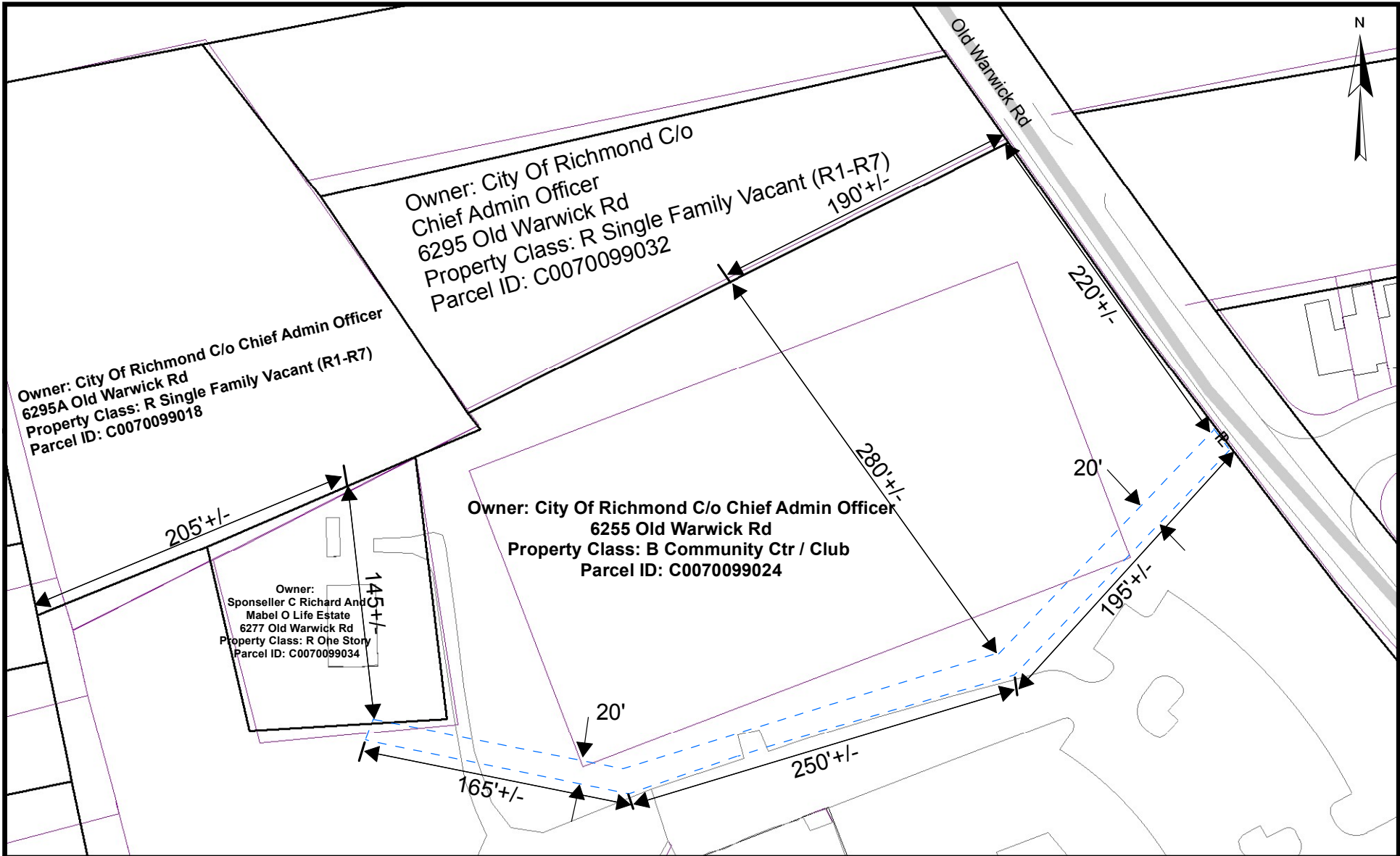
Given under my hand \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public (Print Name) Notary Name (Signature)

Virginia Notary Reg. No. \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

DVPIDNo. 05-21-0035  
Page 4 of 6

Approved as to Form:  9/14/2021  
Alexandra M. Griffin  
Assistant City Attorney



<b>LEGEND</b> - - - Location of Boundary Lines of Right-of-Way 20' in Width. = P = Indicates Property Line is Right-of-Way Boundary 20' in Width.	District <b>RICHMOND</b>	Scale NTS	<b>PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT</b>	<b>UG</b>	
	District-Township-Borough <b>RICHMOND</b>	County - City <b>RICHMOND</b>			State <b>VA</b>
	Office <b>MIDLOTHIAN</b>	Plat Number <b>05-21-0035</b>			
	Work Request Number <b>10444389</b>	Grid Number <b>L2347</b>			
DATE: 04/27/2021	BY: AJN1	OWNER INITIALS: _____		PAGE 5 OF 6	

# 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**

\_\_\_\_\_  
a political subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_

Its: \_\_\_\_\_

VAROW No(s). 05-21-0035

(Page 6 of 6 Pages)