

AN ORDINANCE No. 2019-312

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 certain easements upon, over, under, and across certain property located at 1201½ North 38th Street for the construction, installation, operation, maintenance, inspection, repair, replacement, and removal of electrical lines and associated appurtenances in accordance with a certain Right of Way Agreement.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: DEC 9 2019 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;
2. invited bids for the easements offered to be granted in and by this ordinance, which bids were to be:

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: DEC 09 2019 REJECTED: _____ STRICKEN: _____

- a. delivered in writing to the presiding officer of the Council of the City of Richmond at its regular meeting to be held on November 12, 2019, 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 easements 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, certain easements upon, over, under, and across certain property located at 1201½ North 38th Street for the construction, installation, operation, maintenance, inspection, repair, replacement, and removal of electrical lines and associated appurtenances on those properties as described and under the conditions set forth in the Right of Way Agreement, a copy of which is attached to and incorporated into this ordinance, to the following tenant:

Dominion Energy Virginia

§ 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 certain easements upon, over, under, and across certain real property located at 1201½ North 38th Street for the construction, installation, operation, maintenance, inspection, repair, replacement, and removal of electrical lines and associated appurtenances 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;

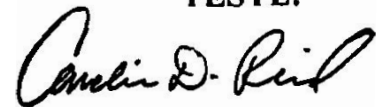
(b) The tenant identified in section 1 of this ordinance has first executed a bond, with good and sufficient security, in favor of the City of Richmond, Virginia, in the amount of \$50.00 and conditioned upon the construction, installation, operation, maintenance, inspection, repair, replacement, and removal of the electrical lines and associated appurtenances as provided for in the granted easements, with such bond in a form acceptable to the Chief Administrative Officer and approved as to form by the City Attorney; and

(c) The tenant identified in section 1 of this ordinance has first paid all costs incurred in connection with the advertisement of this ordinance, as required by 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 black ink, appearing to read "Amber D. Reed".

City Clerk



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

4-9193

SEP 24 2019

Office of the Chief Administrative Officer

O&R REQUEST

DATE: September 17, 2019

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

Acting On 9/26/19

THROUGH: Lenora Reid, Interim Chief Administrative Officer

THROUGH: Reginald E. Gordon, DCAO for Human Services

FROM: Christopher Frelke, Director of Parks, Recreation and Community Facilities

RE: Proposed Electrical Service Easement for 1201 1/2 N. 38th Street

ORD. OR RES. No. _____

PURPOSE: To authorize the 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 constructing electrical lines beneath the property located at 1201 1/2 N. 38th Street, as shown on the attached drawing entitled "Exhibit B", Tax Plat Map E0001551013 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 outline in the attachment.

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 service. An easement must be granted in order to accomplish this task.

FISCAL IMPACT / COST: None Anticipated

FISCAL IMPLICATIONS: None Anticipated

BUDGET AMENDMENT NECESSARY: None Anticipated

REVENUE TO CITY: None Anticipated

RECEIVED
11/6/19
OFFICE OF THE CITY ATTORNEY

Handwritten signature/initials

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: October 14, 2019

CITY COUNCIL PUBLIC HEARING DATE: November 12, 2019

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Parks, Recreation and Community Facilities

RELATIONSHIP TO EXISTING ORD. OR RES.:

REQUIRED CHANGES TO WORK PROGRAM(S): None

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

STAFF: Deborah E. Morton, Deputy Director
Parks, Recreation and Community Facilities

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

("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 FIFTEEN (15) feet in width across the lands of the **GRANTOR**; and

Initials: _____

(Page 1 of 6 Pages)
VAROW No(s) 06-19-0042
Tax Map Number: E0001551013

Right of Way Agreement

2. The easement granted herein shall extend across the lands of the GRANTOR situated in the CITY OF RICHMOND, Virginia, as more fully described on Plat(s) Numbered 06-19-0042, dated 04/09/2019, 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 the said Plat(s), reference being made for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of the 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 the right to trim, top, 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 the GRANTEE shall be removed and properly disposed of by GRANTEE.

5. For the purposes 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 the 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 the 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 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 rights of ingress and egress; provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after such damage occurs, unless GRANTEE is otherwise aware of such damage, in which case GRANTEE shall so inform GRANTOR and, upon GRANTOR'S request shall repair the damage in accordance with the terms of the Ordinance.

Initials: _____

Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights granted, provided such use does not interfere with **GRANTEE's** exercise of any of its rights hereunder. Subject to the **GRANTOR's** rights set forth in the Ordinance, **GRANTOR** shall not 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 the 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, and in accordance with the terms of the Ordinance, relocate its 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 easement 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 the terms and conditions contained herein 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 shall mean the plural and the plural the singular.

Initials: _____

Right of Way Agreement

11. GRANTOR hereby represents to GRANTEE that, to the best of GRANTOR's knowledge, (a) GRANTOR is seized of and has had 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. This 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 of 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 not 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

(Name)

By: _____

(Title)

Title: _____

State of _____

County/City of _____, to wit:

I, _____, a Notary Public in and for the Commonwealth 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)

The City of Richmond, Virginia whose name is signed to the foregoing writing dated this

_____ day of _____, 20____, and acknowledged the same before me.


Given under my hand _____, 20____.

(Notary Public)

Notary Name (Signature)

Virginia Notary Reg. No. _____

My Commission Expires: _____

Approved as to form:  10/8/19
Alexandra Griffin, Asst.
City Atty.

Right of Way Agreement

EXHIBIT "A"

THIS RIGHT OF WAY AGREEMENT dated _____, 20____, by and between the
CITY OF RICHMOND

("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 automatically terminate unless GRANTOR agrees to renew this Right of Way Agreement for an additional term of years.

2. In the event that this Right of Way Agreement is terminated, or if the removal of GRANTEE's facilities is otherwise desired by GRANTOR, then, subject to the appropriation of funds by Richmond City Council, GRANTOR agrees that it will pay the cost of removing GRANTEE's wires and facilities. Subject to all necessary approvals and applicable law, GRANTEE, if needed by GRANTEE, shall be conveyed 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 the GRANTEE.

3. GRANTOR covenants that in the event GRANTOR sell or conveys the real property on which GRANTEE's wires and facilities are located by the Right of Way Agreement, GRANTOR, subject to all necessary approvals, applicable by law, and the appropriation of funds by Richmond City Council, will provide GRANTEE with a suitable easement for GRANTEE's wires and facilities and, if necessary, pay the cost of relocating GRANTEE's wires and facilities to such easement.

Witness the following signature and seals:

GRANTOR:
CITY OF RICHMOND

By _____

Its: _____

Commonwealth of Virginia,

City/County of _____, ss


The foregoing was executed and acknowledged before me this _____ day of _____, 20____, by _____, on behalf of the City of Richmond.

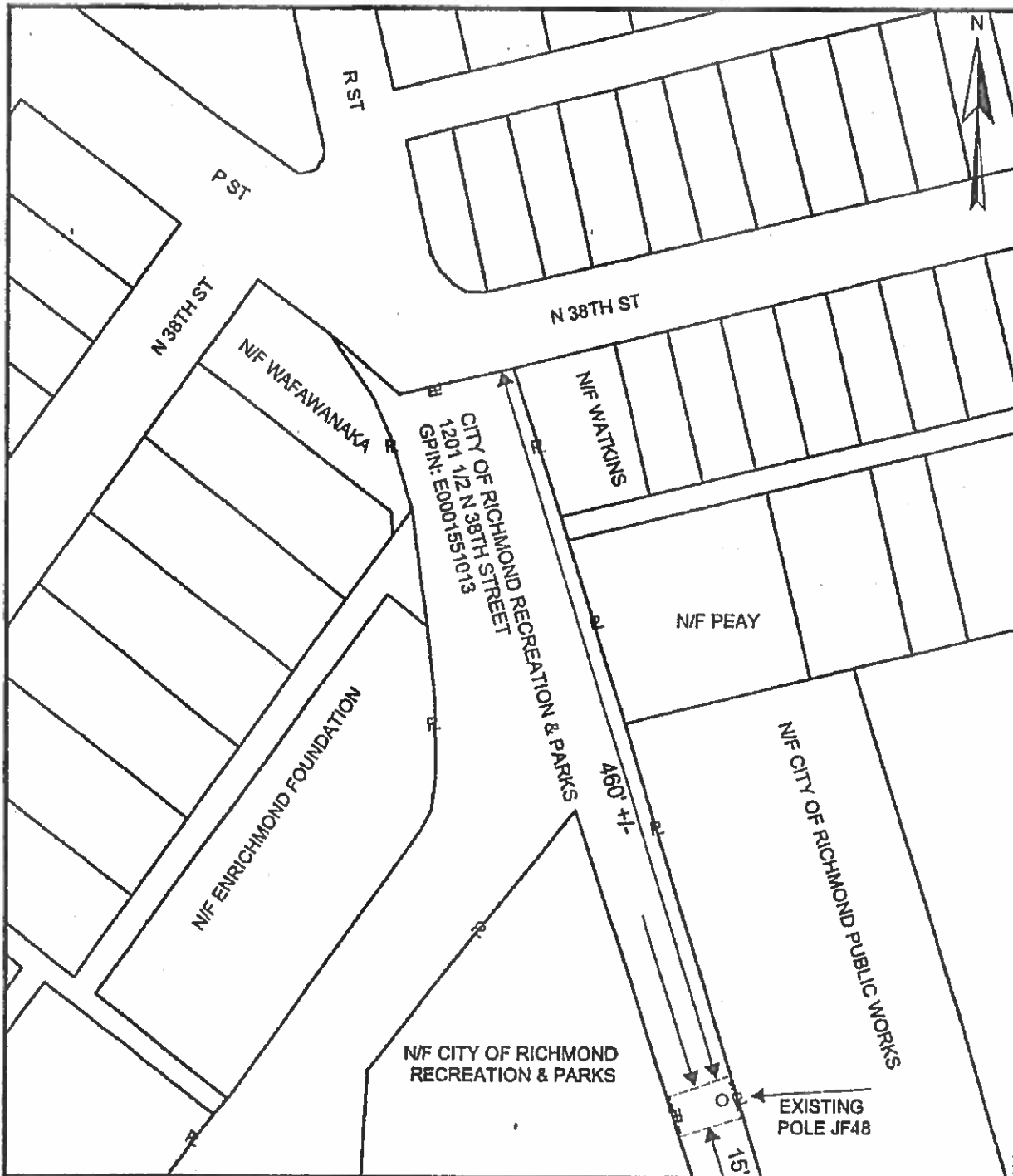
Notary Public

My commission expires: _____

Registration No.: _____

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VAROW No(s) 06-19-0042

Approved as to form: 
10/8/11
Alexandra Griffin
Asst. City Atty.



LEGEND - - - Location of Boundary Lines of Right-of-Way 15' in Width. = P = Indicates Property Line is Right-of-Way Boundary 15' in Width.	District EAST RICHMOND	Scale NTS	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT UG
	District-Township-Borough CHURCH HILL	County - City RICHMOND	
	Office EAST RICHMOND	Plat Number 06-19-0042	
	Work Request Number 10268927	Grid Number H0201	Page <u>6</u> of <u>6</u>
DATE: 04/09/2019	BY: K. GARWOOD	OWNER INITIALS: _____	

Approved as to form: *[Signature]* 10/8/19

Alexandra Griffin
 Acct. Clerk