

INTRODUCED: January 27, 2020

AN ORDINANCE No. 2020-027

To grant to the County of Chesterfield, Virginia a temporary construction easement upon, over, under, and across a certain portion 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: FEB 24 2020 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 a temporary construction easement upon, over, under, and across a certain portion 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, a temporary construction

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: FEB 24 2020 REJECTED: _____ STRICKEN: _____

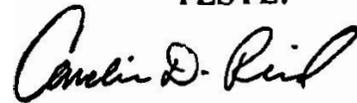
easement upon, over, under, and across a certain portion of the property known as 8850 West Huguenot Road.

§ 2. That the grant of such easement 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.

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Carlin D. Reil". The signature is written in a cursive style with a large initial 'C'.

City Clerk



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST
4-9542
DEC 30 2019
Office of the Chief Administrative Officer

O&R REQUEST

DATE: December 30, 2019

EDITION 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

RECEIVED
JAN 15 2020
OFFICE OF THE CITY ATTORNEY

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

12-30-19 for CDF
JHG 12-30-19

FROM: Rosemary H. Green, Deputy Department Director, Senior - Public Utilities

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

ORD. OR RES. No. _____

PURPOSE: To authorize the City's Acting Chief Administrative Officer to sign a deed of easement granting a temporary construction easement 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 to 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 area.

RECOMMENDATION: It is recommended that Richmond City Council adopt an ordinance authorizing the Acting Chief Administrative Officer to sign a deed of easement granting a temporary construction easement to Chesterfield County for the purpose of constructing a water pump station and ground storage tank.

BACKGROUND: The proposed Chesterfield pumping station and two million gallon ground storage tank will disturb approximately 1.16 acres of Larus Park land. The City previously granted three temporary construction easements for this same project in March 2018. During final design of the project, it was determined that an additional 0.039 acres of land was needed to allow for the construction of needed stormwater runoff management facilities necessary to comply with regulations, rules and other conditions applicable on the premise.

FISCAL IMPACT / COST: None.

FISCAL IMPLICATIONS: Increased customer base to the water utility budget which will spread the cost burden across more customers per unit volume of water sold and will better utilize fixed asset costs in the water treatment, storage and distribution system.

BUDGET AMENDMENT NECESSARY: None.

REVENUE TO CITY: None.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: January 27, 2020

CITY COUNCIL PUBLIC HEARING DATE: February 10, 2020

REQUESTED AGENDA: Consent.

RECOMMENDED COUNCIL COMMITTEE: Planning Commission

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 2017-254

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: Deed of Utility Easement; Preliminary Site Layout and Grading Plan

STAFF: Rosemary H. Green

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 _____, 2020, 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") (collectively, the "Parties").

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 Deed Book 538, Page 272 (the "Property"); and

WHEREAS, the Parties entered into an Amended Water Contract dated October 24, 1994 and a First Amendment to the Amended Water Contract dated March 21, 2018, collectively the "Water Contract," which, inter alia, sets forth that GRANTEE shall construct a water pumping station and ground storage tank (the "Improvements"); and

WHEREAS, GRANTOR granted and demised to GRANTEE a leasehold in a portion of the Property (the "Premises") by Deed of Ground Lease dated April 1, 2018 and recorded in the Clerk's office of the Circuit Court of Richmond, Virginia, in Instrument No. 18-6760 for GRANTEE construction and operation of the Improvements (the "Lease"); and

WHEREAS, GRANTOR granted to GRANTEE three temporary construction easements on the Property adjacent to the Premises to construct, operate and maintain the Improvements and associated appurtenances by deed dated March 12, 2018 and recorded in the Clerk's office of the Circuit Court of Richmond, Virginia, in Instrument No. 18-6761; and

WHEREAS, pursuant to Section 14 of the Lease, GRANTEE "shall, at its own cost and expense, comply with all regulations, rules, and other conditions regarding the management of stormwater runoff as may be applicable to the Premises;" and

WHEREAS, GRANTEE desires to construct, operate and maintain stormwater runoff management facilities necessary to comply with regulations, rules, and other condition applicable on

the Premises (the "Facilities") and requests from GRANTOR one temporary construction easement within the Property adjacent to the Premises 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, GRANTOR does hereby convey to GRANTEE, with General Warranty of Title, one 13.04 ft. wide temporary construction easement totaling 0.039 acres (the "Easement") upon, over, under and across the land owned by GRANTOR for the purpose of constructing the Facilities, the location of which Easement is more particularly shown on the plat entitled, "Plat Showing a Proposed Temporary Construction Easement to be Acquired through the Property Owned by the City of Richmond Parcel ID: C0010891016," dated October 18, 2019 and prepared by H&B Surveying and Mapping, LLC, and marked as Attachment A, attached hereto and incorporated herein. The Easement will expire upon GRANTEE's completion of the Improvements, the Facilities, 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 Easement shall be SUBJECT to the following conditions:

1. GRANTOR reserves the right to use the Easement in a manner not inconsistent with the rights herein conveyed, or which does not interfere with or endanger the Improvements or Facilities; provided, however, GRANTOR shall not construct any buildings or other structures, except GRANTOR's own water improvements and associated appurtenances, within the Easement 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.
2. GRANTEE will have full and free use of the Easement for the purposes named herein and, when reasonably necessary for such use, GRANTEE may use the land abutting the Easement; 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 Easement that GRANTEE deems to interfere with its exercise of the Easement.
3. GRANTEE hereby covenants with GRANTOR that upon completion by GRANTEE of the Improvements and Facilities, 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 Easement as named herein, whatever land and the surface thereof within the boundaries of the Easement GRANTEE disturbs while constructing the Facilities. 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 Easement is nonexclusive and is 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 Deed shall run with the land and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SIGNATURES ON NEXT PAGES

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

CITY OF RICHMOND (GRANTOR)

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.

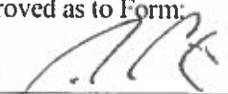
Given under my hand this _____ day of _____, 2020.

Notary Public

Notary Registration Number: _____

My commission expires: _____

Approved as to Form:

By: 
A. Ross Phillips
Assistant City Attorney
Richmond, Virginia

The County Administrator, authorized Agent of the Board of Supervisors of Chesterfield County, Virginia does hereby accept this conveyance on behalf of the Board of Supervisors pursuant to the authority vested in me by Resolution of the Board of Supervisors duly adopted.

By: _____

Printed Name

Date

Approved as to Form:

Chesterfield County Attorney

Printed Name

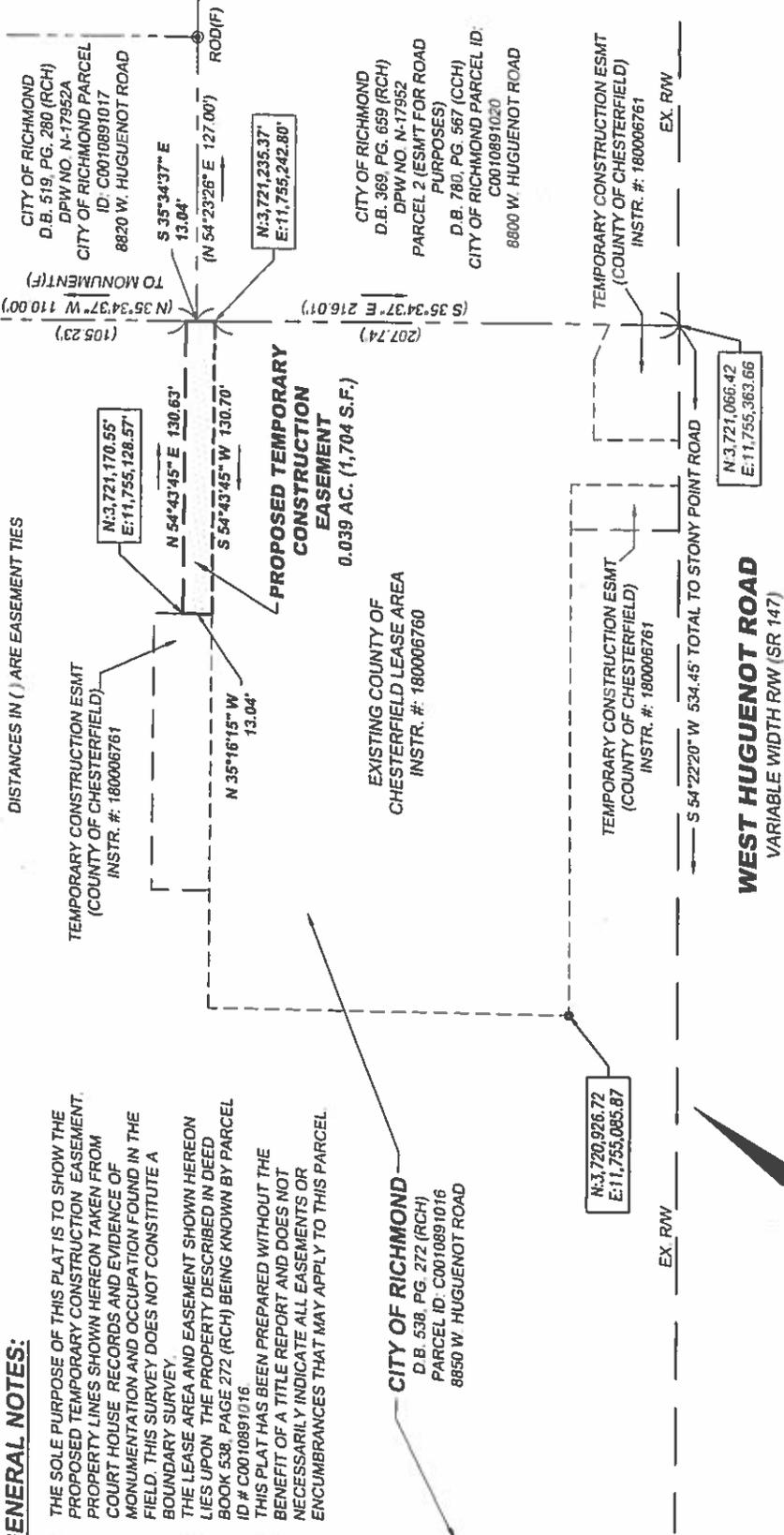
Date

Attachment A

GENERAL NOTES:

1. THE SOLE PURPOSE OF THIS PLAT IS TO SHOW THE PROPOSED TEMPORARY CONSTRUCTION EASEMENT. 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

DISTANCES IN () ARE EASEMENT TIES



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

EXISTING COUNTY OF CHESTERFIELD LEASE AREA
INSTR. #: 180006760

PROPOSED TEMPORARY CONSTRUCTION EASEMENT
0.039 AC. (1,704 S.F.)

TEMPORARY CONSTRUCTION ESMT (COUNTY OF CHESTERFIELD)
INSTR. #: 180006761

CITY OF RICHMOND
D.B. 519, PG. 280 (RCH)
DPW NO. N-17952A
CITY OF RICHMOND PARCEL ID: C0010891017
8820 W. HUGUENOT ROAD

CITY OF RICHMOND
D.B. 369, PG. 659 (RCH)
DPW NO. N-17952
PARCEL 2 (ESMT FOR ROAD PURPOSES)
D.B. 780, PG. 567 (CCH)
CITY OF RICHMOND PARCEL ID: C0010891020
8800 W. HUGUENOT ROAD

TEMPORARY CONSTRUCTION ESMT (COUNTY OF CHESTERFIELD)
INSTR. #: 180006761

TEMPORARY CONSTRUCTION ESMT (COUNTY OF CHESTERFIELD)
INSTR. #: 180006761

WEST HUGUENOT ROAD
VARIABLE WIDTH RW (SR 147)

EX. RW

EX. RW



Sheet Status:
FINAL
Submital Date:
10-18-2019

TEMPORARY CONSTRUCTION EASEMENT
0.039 ACRE (1,704 SQUARE FEET)

PLAT SHOWING A PROPOSED TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED THROUGH THE PROPERTY OWNED BY THE CITY OF RICHMOND

PARCEL ID: C0010891016
CITY OF RICHMOND, VIRGINIA
SCALE: 1"=50'



Sealed: 10-18-2019

H&B Surveying and Mapping, LLC
insightful solutions, quality service
A DBA/WBE Swam Certified Business

Survey Produced at Richmond
612 Hill Street, Suite 1018
Richmond, VA 23224
804.330.3781 CM, 804.859.5330 Fax
www.hbsurveying.com

2105 Electric Road SW, Suite 103
Roanoke, VA 24224
540.904.2559 CM

Job #: WR1609 01
Date: 10-18-2019
Sheet: 1 of 1
Drawn By: WFW
Checked By: LRB

Rev. #	Rev. Date