



CITY OF RICHMOND

DEPARTMENT OF
PLANNING AND DEVELOPMENT REVIEW
BOARD OF ZONING APPEALS

December 8, 2020

Tim Farrow
622 Holly Street
Richmond, VA 23220

To Whom It May Concern:

RE: BZA 40-2020 (CONTINUED FROM OCTOBER 7, 2020 MEETING)

You are hereby notified that the Board of Zoning Appeals will hold an electronic public hearing on Wednesday, January 6, 2021 due to the disaster represented by the spread of COVID-19 pursuant to and in compliance with Ordinance 2020-183 to consider an application for a building permit to construct an addition on to a single-family attached dwelling at 622 HOLLY STREET (Tax Parcel Number W000-0139/039), located in an R-7 (Single- and Two-Family Urban Residential) District.

Please be advised that the applicant or applicant's representative is required to participate in the electronic public hearing by calling 804-316-9457 and entering code 266 671 544# beginning at 1:00 p.m. For video access by computer, smart phone or tablet visit <https://richmondva.legistar.com/Calendar.aspx>. Select the Board of Zoning Appeals drop-down and 2020 drop-down, click meeting details for January 6, 2021 meeting and then click video access. In the event you have difficulty accessing a public hearing you may contact Mr. William Davidson at 804-396-5350 or by email at William.Davidson@richmondgov.com for assistance. In accordance with Ordinance No. 2020-183, please be advised that an inability to access one of the enumerated public hearing through video means shall not be considered a prerequisite for participating in the subject public hearing. It will be necessary for you to stay on the line until such time as your case is called. The Board of Zoning Appeals Rules of Procedure provides that in the case of an application for a variance or a special exception, the applicant, proponents or persons aggrieved under §15.2-2314 of the Code of Virginia, shall be permitted a total of six (6) minutes each to present their case. The Board of Zoning Appeals will withhold questions until the conclusion of the respective presentations. For the purposes of the record it also requested that before addressing the Board you identify yourself and spell your name.

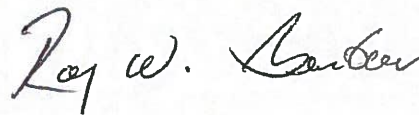
Finally, when you submitted your application to the zoning office you were given an handout entitled, Suggestions for Presenting Your Case to the Board, which indicated that you should discuss your request with your neighbor(s) and neighborhood

BZA 40-2020
Page 2
December 8, 2020

association(s) prior to appearing before the Board of Zoning Appeals. Contact information for civic group(s) can be found by navigating to the Civic Group webpage of the City's website at <http://www.richmondgov.com/PlanningAndDevelopmentReview/civicasociationgroupinformation.aspx> . Once there, you can search for your property using the interactive map. A dialogue box will provide you with the names of all civic groups within which your property may lie. Once you have those group names, simply scroll down the page to the appropriate group(s) to find the contact information for each. The Board understands that given the current situation it is not practical to conduct face-to-face discussions with either your neighbors or neighborhood association(s) but the Board requests that you make a good faith effort to provide them with relevant information regarding your case.

If you have any questions regarding the Board's procedures or any issue involving presentation of your case, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink that reads "Roy W. Benbow". The signature is written in a cursive, flowing style.

Roy W. Benbow, Secretary
Phone: (804) 240-2124
Fax: (804) 646-5789
E-mail: Roy.Benbow@richmondgov.com

cc: Zoning Administrator

Notice of this meeting is being sent to the persons whom the Board of Zoning Appeals believes to be property owners in the immediate vicinity of the property concerned in this application. This notice is for their information only, and there is no need for them to appear unless they so desire. The Board will, however, welcome such views as any persons care to express during the hearing on this application.

620 Holly Street Llc
2911 Frying Pan Farm Ln
Hayes VA 23072

Bakhsh Rudwan
2330 West Main St
Richmond VA 23220

Canfield Elizabeth R
618 1/2 S Pine Street
Richmond VA 23220

Carter Tara And William
737 S Pine Street D1
Richmond VA 23220

Champion Cecelia A
707 S Pine Street
Richmond VA 23220

City Of Richmond Recreation & Parks
1209 Admiral St
Richmond VA 23220

Delano Michael J & Christine A
626 S Pine St
Richmond VA 23220

Earley Mark L Sr And Cynthia E
10121 Uppingham Terr
Richmond VA 23235

Edwards Garrett P
626 Holly St
Richmond VA 23220

Fehrmann Robert And Simone
701 S Pine St
Richmond VA 23220

Fuller Joel R
614 Holly St
Richmond VA 23220

Grant Stephen M And Elizabeth M
705 S Pine St
Richmond VA 23220

Grantz Christian
616 Holly St
Richmond VA 23220

H C Properties Llc
3502 Maplewood Ave
Richmond VA 23221

Hughes Christopher K
611 1/2 S Pine St
Richmond VA 23220

Hughes Christopher P And Melanie K
611 South Pine St
Richmond VA 23220

Jones Daniel J And Nancy C
48941 Pleasant Ave
Norfolk VA 23518

Kaputof Robert M
609 S Pine Street
Richmond VA 23220

Lavery Mark J
612 N. 25th St
Richmond VA 23223

Lgdtb Llc
8420 Meadowbridge Rd Ste F
Mechanicsville VA 23116

Murphy Rebecca W
634 Holly St
Richmond VA 23220

Nygren Kenneth E
620 S Pine St
Richmond VA 23220

Overlook Condominium Unit Owners
Association
P.o. Box 35021
Richmond VA 23235

Patterson Everett A Jr And Deborah S
739 S Pine St
Richmond VA 23233

Powers Emory W
628 S Pine Street
Richmond VA 23220

Ripley Robert C & Adrina M
1057 Hawthorne Hall Rd
Fincastle VA 24090

Sessler Monique Nancy
4508 Crosscut Ct
Williamsburg VA 23188

Stolberg Joshua Allen & Alvarado Candi Lee
& Schulman M S
630 Holly St
Richmond VA 23220

Taylor Michael P & Laura E & Wyatt
Chadwick
624 S Pine St
Richmond VA 23220

Vick Molly Taylor
4600 Oxford Pkwy
Richmond VA 23235

Property: 622 Holly St **Parcel ID:** W0000139039**Parcel**

Street Address: 622 Holly St Richmond, VA 23220-
Owner: FARROW TIMOTHY S
Mailing Address: 622 HOLLY ST, RICHMOND, VA 23220
Subdivision Name : NONE
Parent Parcel ID:
Assessment Area: 222 - Oregon Hill
Property Class: 120 - R Two Story
Zoning District: R-7 - Residential (Single & 2 Family Urban)
Exemption Code: -

Current Assessment

Effective Date: 01/01/2020
Land Value: \$50,000
Improvement Value: \$129,000
Total Value: \$179,000
Area Tax: \$0
Special Assessment District: None

Land Description

Parcel Square Feet: 1200
Acreage: 0.028
Property Description 1: 0015.00X0080.00 0000.000
State Plane Coords(?): X= 11787336.072770 Y= 3720658.403223
Latitude: 37.53660759 , **Longitude:** -77.45008323

Description

Land Type: Residential Lot B
Topology: Level
Front Size: 15
Rear Size: 80
Parcel Square Feet: 1200
Acreage: 0.028
Property Description 1: 0015.00X0080.00 0000.000
Subdivision Name : NONE
State Plane Coords(?): X= 11787336.072770 Y= 3720658.403223
Latitude: 37.53660759 , **Longitude:** -77.45008323

Other

Street improvement: Paved
Sidewalk: Yes

Assessments

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2021	\$85,000	\$122,000	\$207,000	Reassessment
2020	\$50,000	\$129,000	\$179,000	Reassessment
2019	\$50,000	\$115,000	\$165,000	Reassessment
2018	\$30,000	\$114,000	\$144,000	Reassessment
2017	\$30,000	\$110,000	\$140,000	Reassessment
2016	\$30,000	\$97,000	\$127,000	Reassessment
2015	\$30,000	\$97,000	\$127,000	Reassessment
2014	\$22,000	\$113,000	\$135,000	Reassessment
2013	\$22,000	\$113,000	\$135,000	Reassessment
2012	\$22,000	\$126,000	\$148,000	Reassessment
2011	\$22,000	\$133,000	\$155,000	CarryOver
2010	\$22,000	\$133,000	\$155,000	Reassessment
2009	\$22,000	\$132,600	\$154,600	Reassessment
2008	\$22,000	\$132,600	\$154,600	Reassessment
2007	\$22,000	\$132,600	\$154,600	Reassessment
2006	\$37,400	\$121,600	\$159,000	Omitted
2005	\$27,700	\$120,500	\$148,200	Reassessment
2004	\$27,000	\$121,500	\$148,500	Reassessment
2003	\$25,000	\$30,000	\$55,000	Reassessment
2002	\$5,500	\$19,500	\$25,000	Reassessment
2001	\$7,000	\$25,000	\$32,000	Reassessment
2000	\$5,500	\$28,900	\$34,400	Reassessment
1998	\$5,500	\$27,500	\$33,000	Not Available

Transfers

Transfer Date	Consideration Amount	Grantor Name	Deed Reference	Verified Market Sale Description
06/03/2016	\$160,000	DONATO CHARLES W AND MARTHA R	ID2016-10432	1 - VALID SALE-Valid, Use in Ratio Analysis
05/05/2009	\$158,000	THOMPSON GEORGE R ETALS	ID2009-9384	1 - VALID SALE-Valid, Use in Ratio Analysis
12/08/2006	\$0	THOMPSON GEORGE R, WAKEFIELD MARY C,	ID2006-42273	2 - INVALID SALE-DO NOT USE
07/07/2004	\$139,000	POWERS EMORY W	ID2004-22608	

Planning

Master Plan Future Land Use: DT-GUA
Zoning District: R-7 - Residential (Single & 2 Family Urban)
Planning District: Near West
Traffic Zone: 1136
City Neighborhood Code: ORGH
City Neighborhood Name: Oregon Hill
Civic Code: 3016
Civic Association Name: Oregon Hill Neighborhood Association (OHNA)
Subdivision Name: NONE
City Old and Historic District:
National historic District: Oregon Hill
Neighborhoods in Bloom:
Redevelopment Conservation Area:

Economic Development

Care Area: -
Enterprise Zone:

Environment

100 YEAR Flood Plain Flag: Contact the Water Resources Division at 646-7586.
500 YEAR Flood Plain Flag: N
Resource Protection Flag: Contact the Water Resources Division at 646-7586.
Wetland Flag: N

Census

Census Year	Block	Block Group	Tract
2000	1012	0412001	041200
1990	204	0412002	041200

Schools

Elementary School: Cary
Middle School: Binford
High School: Jefferson

Public Safety

Police Precinct: 4
Police Sector: 413
Fire District: 6
Dispatch Zone: 030A

Public Works Schedules

Street Sweep: TBD
Leaf Collection: TBD
Refuse Collection: Wednesday
Bulk Collection: TBD

Government Districts

Council District: 5
Voter Precinct: 505
State House District: 69
State Senate District: 10
Congressional District: 4

Extension 1 Details

Extension Name: R01 - 2Sty. Br.-TH-R#202616
Year Built: 1890
Stories: 2
Units: 0
Number Of Rooms: 5
Number Of Bed Rooms: 2
Number Of Full Baths: 1
Number Of Half Baths: 0
Condition: good for age
Foundation Type: Full Crawl
1st Predominant Exterior: Brick
2nd Predominant Exterior: N/A
Roof Style: Gable
Roof Material: Metal
Interior Wall: Plaster
Floor Finish: Softwood-standard
Heating Type: Forced hot air
Central Air: N
Basement Garage Car #: 0
Fireplace: N
Building Description (Out Building and Miscellaneous Yard Items) :

Extension 1 Dimensions

Finished Living Area: 780 Sqft
Attic: 0 Sqft
Finished Attic: 0 Sqft
Basement: 0 Sqft
Finished Basement: 0 Sqft
Attached Garage: 0 Sqft
Detached Garage: 0 Sqft
Attached Carport: 0 Sqft
Enclosed Porch: 0 Sqft
Open Porch: 0 Sqft
Deck: 144 Sqft

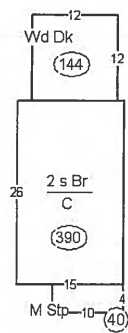
Property Images

Name:W0000139039 Desc:R01

[Click here for Larger Image](#)

Sketch Images

Name:W0000139039 Desc:R01



RICHMOND BOARD OF ZONING APPEALS APPLICATION FORM



THE RICHMOND ZONING ADMINISTRATION OFFICE
 ROOM 110, CITY HALL, 900 EAST BROAD STREET
 RICHMOND, VIRGINIA 23219
 (804) 646-6340

BZA 40-2020

TO BE COMPLETED BY THE APPLICANT

PROPERTY

OWNER: Tim Farrow **PHONE: (Home)** () **(Mobile)** (804) 252-1427
ADDRESS 622 Holly Street **FAX:** () **(Work)** ()
Richmond, VA 23220 **E-mail Address:** tfarrow100@gmail.com

PROPERTY OWNER'S

REPRESENTATIVE: _____ **PHONE: (Home)** () **(Mobile)** ()
(Name/Address) _____ **FAX:** () **(Work)** ()
 _____ **E-mail Address:** _____

TO BE COMPLETED BY THE ZONING ADMINISTRATION OFFICE

PROPERTY ADDRESS (ES) 622 Holly Street

TYPE OF APPLICATION: ☐ VARIANCE ☒ SPECIAL EXCEPTION ☐ OTHER _____

ZONING ORDINANCE SECTION NUMBERS(S): 30-300, 30-413.6(2)a & 30-413.7

APPLICATION REQUIRED FOR: A building permit to construct an addition on to a single-family attached dwelling.

TAX PARCEL NUMBER(S): W000-0139/039 **ZONING DISTRICT:** R-7 (Single- and Two-Family Urban Residential)

REQUEST DISAPPROVED FOR THE REASON THAT: The side yard (setback) and lot coverage requirements are not met. A side yard of three (3) feet is required along the eastern and western property lines; zero is proposed. A maximum lot coverage of fifty-five (55) percent is permitted; 46.87%± exists 65.66%± is proposed.

DATE REQUEST DISAPPROVED: August 14, 2020

FEE WAIVER: YES ☐ NO: ☒

DATE FILED: August 14, 2020 **TIME FILED:** 10:00 a.m. **PREPARED BY:** Josh Young **RECEIPT NO.** BZAR-077632-2020

AS CERTIFIED BY: [Signature] (ZONING ADMINISTRATOR)

I BASE MY APPLICATION ON:

SECTION 17.20 PARAGRAPH(S) _____ **OF THE CHARTER OF THE CITY OF RICHMOND**
SECTION 15.2 -2309.2 ☐ **OF THE CODE OF VIRGINIA** [OR]
SECTION 1040.3 PARAGRAPH(S) 1 **OF THE ZONING ORDINANCE OF THE CITY OF RICHMOND**

TO BE COMPLETED BY APPLICANT

I have received the handouts, Suggestions for Presenting Your Case to the Board & Excerpts from the City Charter ☒

I have been notified that I, or my representative, must be present at the hearing at which my request will be considered.

SIGNATURE OF OWNER OR AUTHORIZED AGENT: [Signature] **DATE:** 8/31/2020

*** TO BE COMPLETED BY THE SECRETARY TO THE BOARD OF ZONING APPEALS ***

CASE NUMBER: BZA 40-2020 **HEARING DATE:** January 6, 2021 **AT** 1:00 **P.M.**

BOARD OF ZONING APPEALS CASE BZA 40-2020
(CONTINUED FROM OCTOBER 7, 2020 MEETING)
150' Buffer

APPLICANT(S): Tim Farrow

PREMISES: 622 Holly Street
(Tax Parcel Number W000-0139/039)

SUBJECT: A building permit to construct an addition on to a single-family attached dwelling.

REASON FOR THE REQUEST: Based on Sections 30-300, 30-413.6(2)a & 30-413.7
of the Zoning Ordinance for the reason that:

The side yard (setback) and lot coverage requirements are not met.





BOARD OF ZONING APPEALS PRESENTATION SUGGESTIONS

CITY OF RICHMOND, VIRGINIA

When presenting your request for a variance or exception to the Board of Zoning Appeals, it is important that you consider the points outlined below. The City Charter requires that every decision of the Board must be based upon a finding of fact that the Board must determine from sworn testimony, together with pertinent evidence, presented at its public hearing. It is essential that the Board receive thorough and complete information in order for it to adequately consider your case and make an informed decision.

1. The powers and duties of the Board of Zoning Appeals are specified in Section 17.20 of the City Charter and Article X, Division 5, of the Zoning Ordinance. The Zoning Office will assist you in identifying how your case should be filed. If you have questions regarding your case filing, please contact the Zoning Administration Office (646-6340/6701). Please review the applicable provisions of the City Charter or the Zoning Ordinance thoroughly and address them when presenting your case to the Board to show that the applicable requirements have been satisfied.
2. The Board of Zoning Appeals is a quasi-judicial board whose decisions are controlled by statutory law and also take into consideration applicable case law that has been handed down by the Richmond Circuit Court and the Virginia Supreme Court. The Board suggests that if you have any legal questions regarding statutory or case law as it may apply to your application, that those legal issues should be discussed with an attorney before you make your final decision to submit an application to the Board.
3. The Board considers it absolutely essential that you discuss your case with your neighbors (notification letters are sent to property owners within a 150-foot radius of your property) as well as your neighborhood association(s). Information regarding your neighborhood association(s) and/or contact person(s) may be obtained from the City's website at <http://www.richmondgov.com/PlanningAndDevelopmentReview/civicasassociationgroupinformation.aspx>. Once on the page, you can search for your property using the interactive map. A dialogue box will provide you with the names of all civic groups within which your property may lie. Once you have those group names, scroll down the page to the appropriate group(s) to find the contact information for each.
4. **Please be advised that if you fail to discuss your request with your neighbors and neighborhood association(s), you should anticipate that your case will be continued until the Board's next regularly scheduled meeting. It is highly recommended that you contact your neighborhood association as soon as possible to determine their meeting schedule in order to be sure you allow yourself enough time to talk to all concerned parties prior to the hearing before the Board.** The Board's Rules of Procedure require payment of a \$150.00 continuance fee if the applicant must request a continuance for the reason that the applicant failed to discuss their case with their neighbor(s) or neighborhood association(s).
4. **You are also strongly encouraged to discuss your pending case with the Secretary of the Board, Roy Benbow (804-240-2124) well before the hearing.** The Secretary can be helpful by explaining the BZA public hearing process.
5. Utilizing photographs, plans, maps, diagrams and such other written or graphic evidence as needed to fully explain your request can be a great help to the Board in understanding your request and thereby improve your chances for success. Remember a picture is worth a thousand words.
6. Note that, although the Board is not authorized to grant a waiver from the zoning regulations based on financial circumstances alone, it may be a factor to be taken into consideration along with other facts in a case. If your case involves such a factor, please provide the Board with complete and relevant financial information for its review.
7. The Board's hearings are informal, although all testimony is taken under oath. You are not required to be represented by an attorney in presenting your case. However, if you choose, you may have legal representation and/or may utilize such technical experts or other persons to testify on your behalf as you feel are needed to adequately explain your request to the Board.

Acknowledgement of Receipt by Applicant or Authorized Agent: Timothy Farrow, 8/13/2020

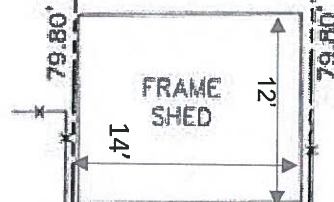
(Revised: 4/28/16)

OWNER: TIMOTHY S. FARROW
TAX MAP #W0000139039
ACQUISITION: INSTR. #160010432
AREA: 1197 SQ. FT.
0.027 AC.
ZONED: R-7

8' PUBLIC ALLEY

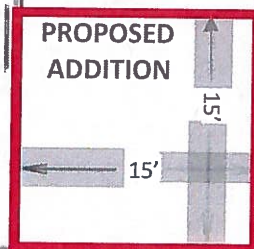
S 75°50'23" E
15.00'

14.92'



MARK J. HUNTER
TAX MAP #W0000139040
INSTR. #150014447

GLENN S. PARSONS
TAX MAP #W0000139038
INSTR. #050035726



#622
2 STORY
BRICK
TOWNHOUSE

- -IRON ROD FOUND
- -IRON ROD SET
- ⊙ -UTILITY POLE
- x— -WOOD FENCE

90.22' TO STONE
FOUND ON E. LINE
OF PINE ST.

N 14°15'00" E

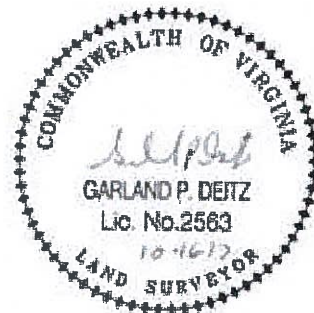
26.2'

S 14°15'00" W

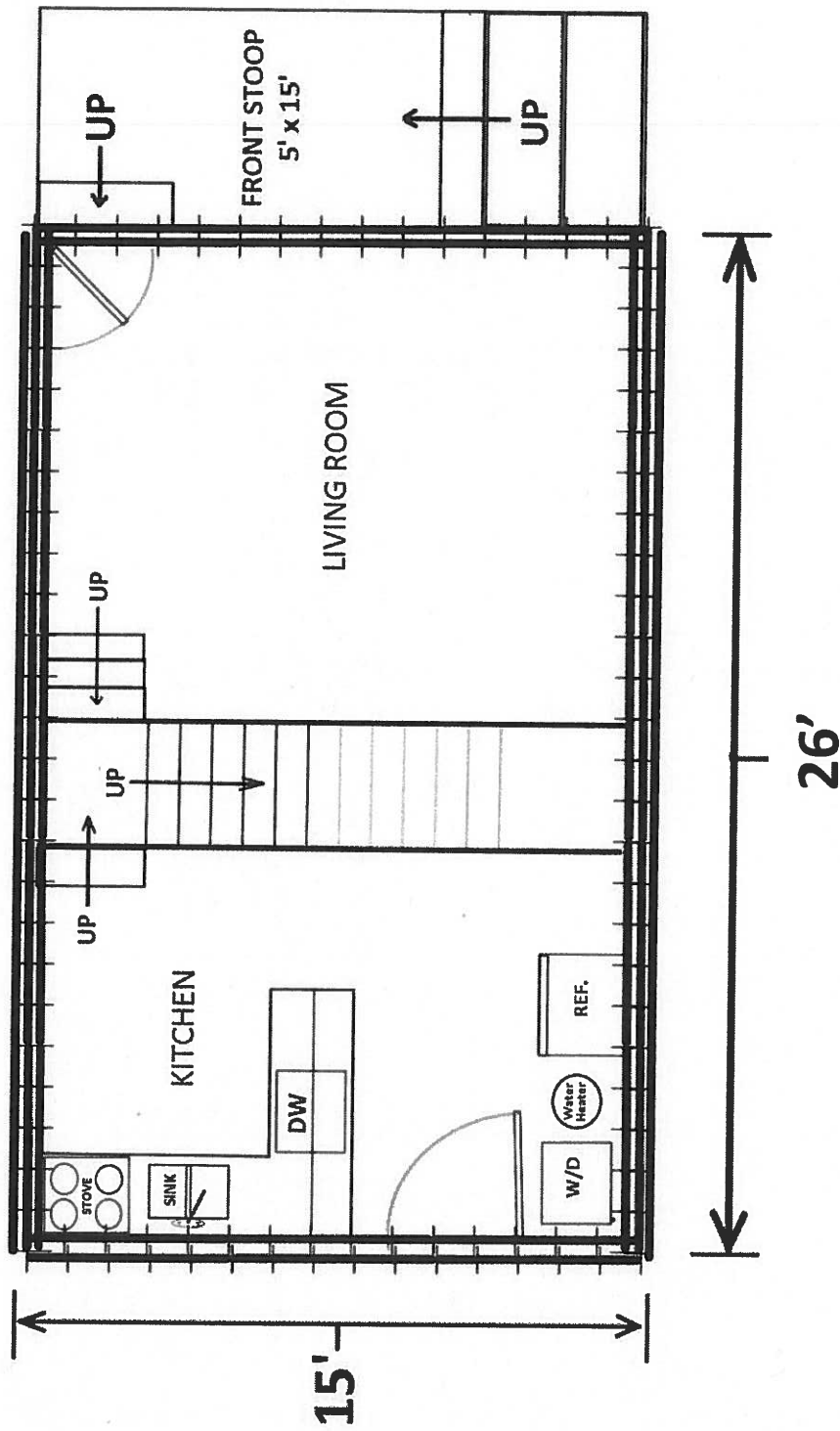
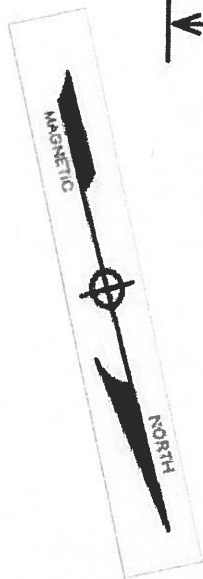
STOOP
& STEP

N 75°50'13" W
15.00'

HOLLY STREET
66' R/W



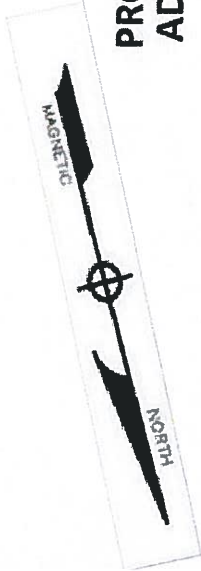
PLAT SHOWING PHYSICAL IMPROVEMENTS
AND PROPOSED ADDITION FOR
622 HOLLY STREET
CITY OF RICHMOND, VIRGINIA



622 Holly St.
Proposed Addition

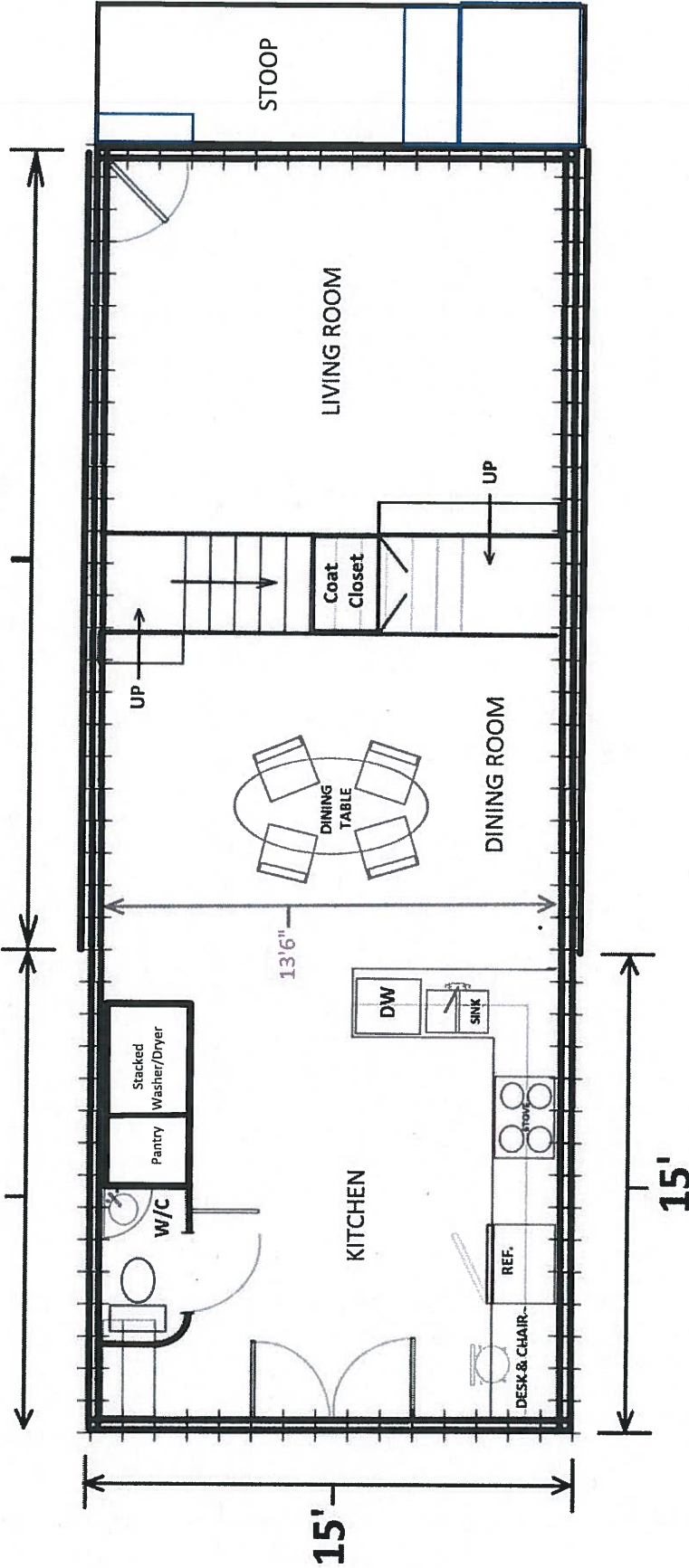
Existing Improvements: 1st Floor

Location: 622 Holly St, Richmond, VA 23220
Plan Date: 8/3/2020
Plan Preparers: Jeanne McKeon & Tim Farrow
Scale (approx.): 1/8" = 1ft.
Existing Floor Area (approx.): 780 sq./ft.
Proposed Addl. Floor Area: 225 sq./ft.
Total Proposed Floor Area: 1005 sq./ft.



PROPOSED ADDITION

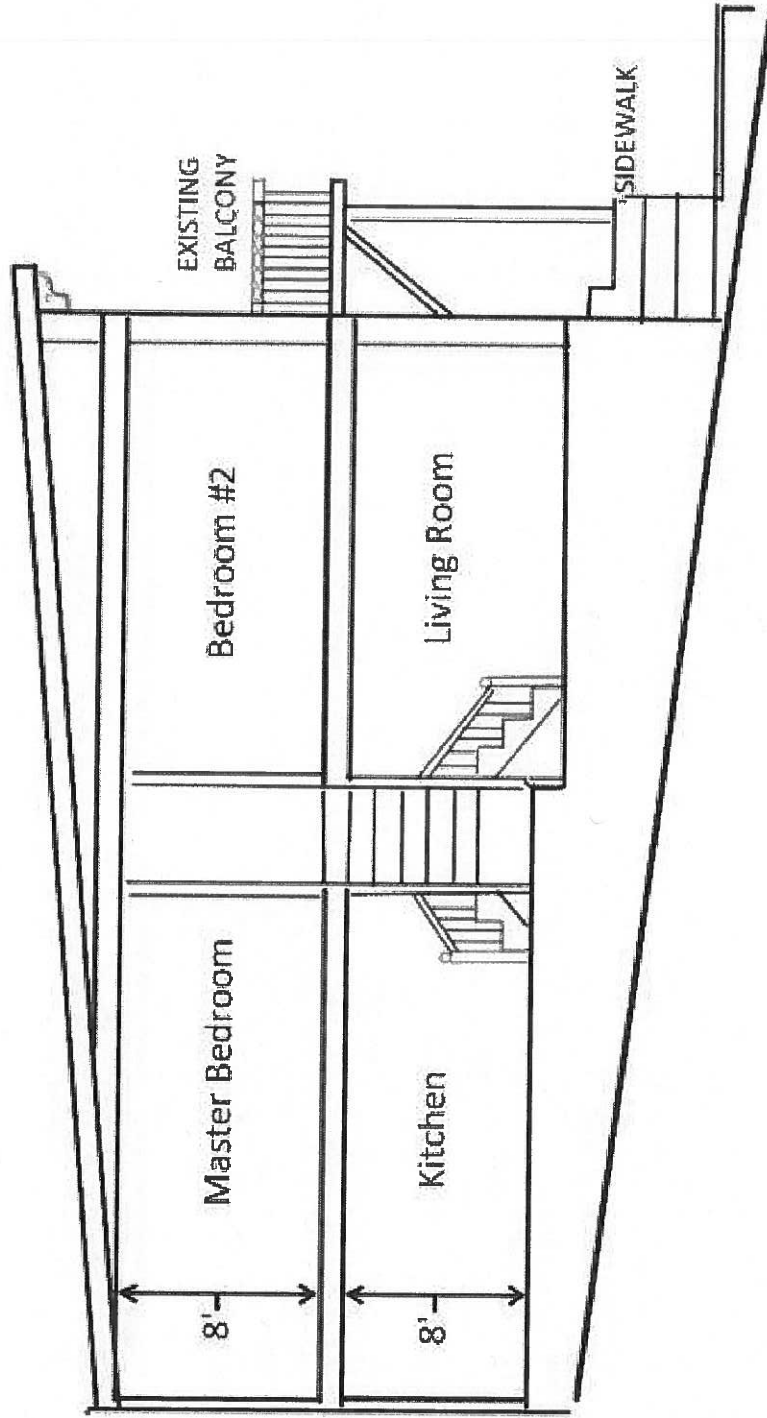
EXISTING HOUSE



Proposed Improvements: 1st Floor

Location:	622 Holly St, Richmond, VA 23220
Plan Date:	8/3/2020
Plan Preparers:	Jeanne McKeon & Tim Farrow
Scale (approx.):	1/8" = 1ft.
Existing Floor Area (approx.):	780 sq./ft.
Proposed Addl. Floor Area:	225 sq./ft.
Total Proposed Floor Area:	1005 sq./ft.

622 Holly St.
Proposed Addition



622 Holly St. Proposed Addition

Existing Side Elevation

Location: 622 Holly St, Richmond, VA 23220
Plan Date: 8/3/2020
Plan Preparers: Jeanne McKeon & Tim Farrow
Scale (approx.): 1/8" = 1ft.
Existing Floor Area (approx.): 780 sq./ft.
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Total Proposed Floor Area: 1005 sq./ft.



Existing Membrane Roof

Standing Seam Metal Roof
With Gutters

New Kitchen

Master Bedroom

Bedroom #2

Dining Room

Living Room

EXISTING
BALCONY

15'

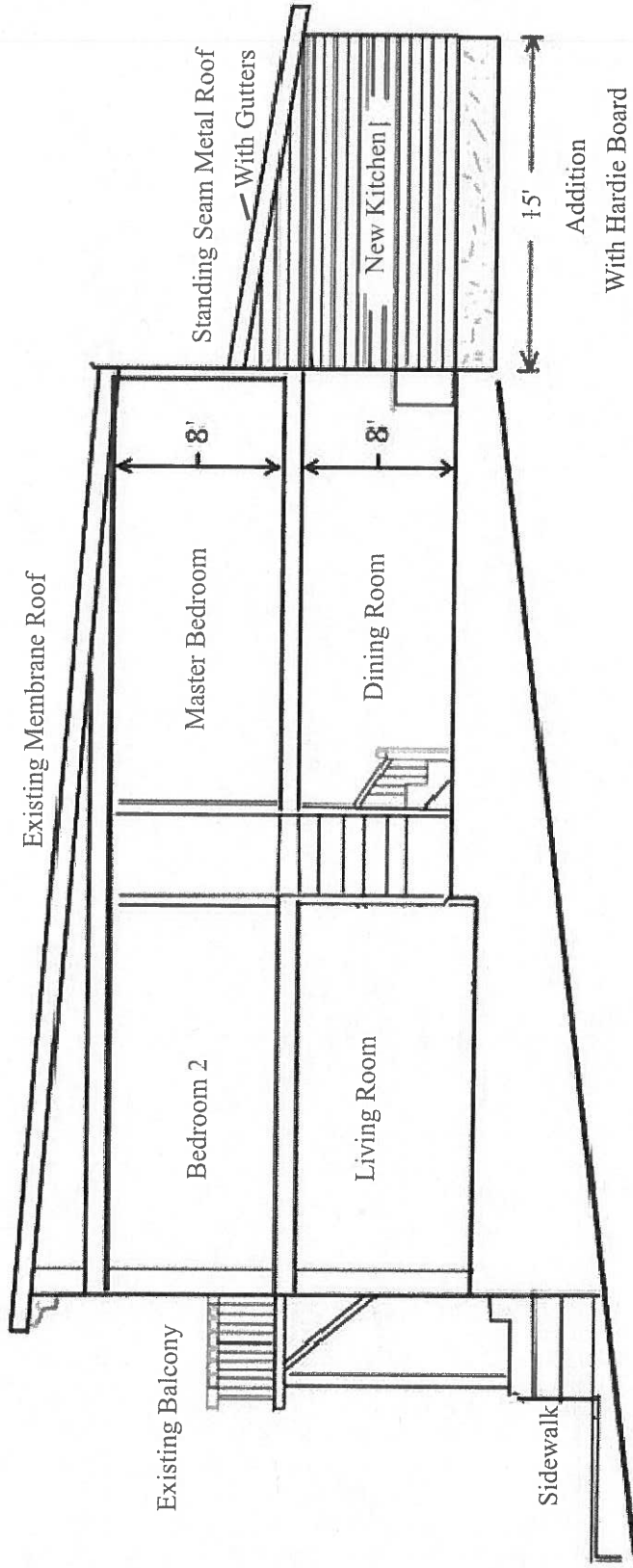
Addition
With Hardie Board
Clapboard Siding

SIDEWALK

Proposed Side Elevation

622 Holly St.
Proposed Addition

Location: 622 Holly St, Richmond, VA 23220
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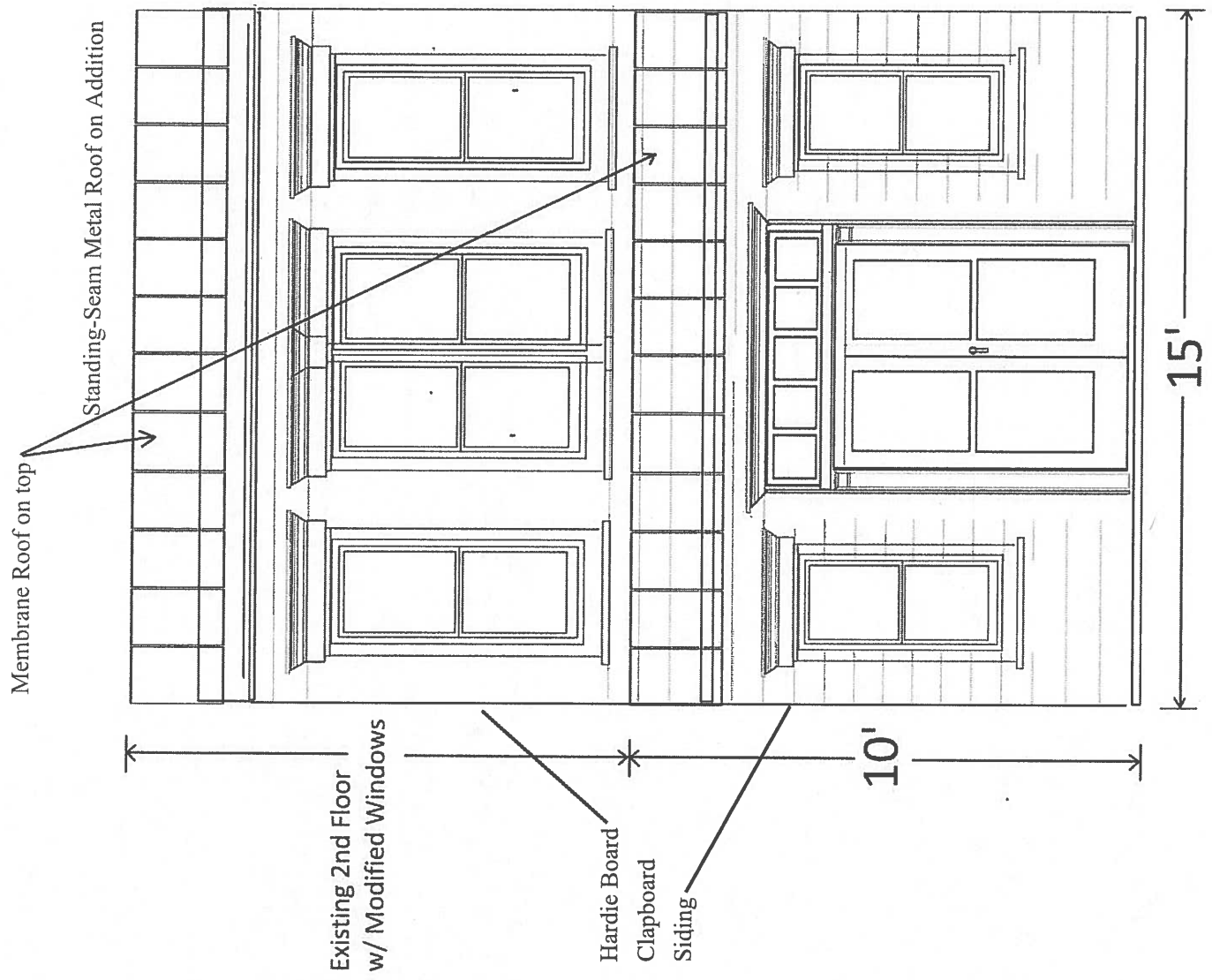
Addition
With Hardie Board
Clapboard Siding

622 Holly St.
Proposed Addition

Proposed Side Elevation			
Location:	622 Holly St, Richmond, VA 23220		
Plan Date:	8/3/2020		
Plan Preparers:	Jeanne McKeon & Tim Farrow		
Scale (approx.):	1/8" = 1ft.		
Existing Floor Area (approx.):	780 sq./ft.		
Proposed Addl. Floor Area:	225 sq./ft.		
Total Proposed Floor Area:	1005 sq./ft.		

Proposed Rear Elevation	
Location:	622 Holly St., RVA 23220
Plan Date:	August 3, 2020
Preparers:	T Farrow & J McKeon
Scale (approx)	1/8" = 1 foot
Existing Floor Area:	780 sq./ft.
Proposed Floor Area:	225 sq./ft.
Total Proposed Floor Area:	1005 sq./ft.

622 Holly St.
Proposed Addition



From: **Charles Woodson** <candylandmusic@earthlink.net>

Date: Thu, Jul 23, 2020 at 1:45 PM

Subject: Letter to BZA

To: Tim Farrow <tfarrow100@gmail.com>, Jeanne McKeon <simplelife.jmm@gmail.com>

Dear esteemed Board of Zoning Appeals members

I am writing to you today on behalf of Tim Farrow and Jeanne McKeon, residents of the Oregon Hill Neighborhood.

Mr Farrow and Ms McKeon gratefully took the time to make a presentation to the Oregon Hill Neighborhood Association with their proposal for an addition. Being that they are good and thoughtful neighbors and that there is no stated opposition to their plans, the Neighborhood Association fully supports them and any exceptions they might need to accomplish this addition. We wish them well and all good things in their updated accommodations.

Sincerely,

Charles T Woodson, President
Oregon Hill Neighborhood Association
302 S Cherry St
Richmond Va 23220
804-783-8829

Sent from my iPhone

REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on November 8, 2020, by and between HC Properties, owner of 624 Holly Street, Richmond, Virginia 23220, hereinafter ("Grantor"), and Timothy S. Farrow & Jeanne M. McKeon of 622 Holly St., Richmond, Virginia, 23220 hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as 624 Holly St., Virginia, Richmond 23220 , and more fully described as follows: 624 Holly St., Richmond, VA 23220, (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as 622 Holly St., RICHMOND, Virginia 23220, 622 Holly St., Richmond, VA 23220, ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: 620 Holly St., Richmond, VA 23220.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by providing access to the Grantor's property for construction, repairs & maintenance of the Grantee's rear home addition. In return, the Grantee will provide corresponding access to the Grantee's property for the purpose of repairs and maintenance of 620 Holly St. as well as permission for the Grantor to build out a structure of their own in the future and attach it to the sidewall of the Grantee's rear home addition, subject to agreement by both parties on the design of such a structure.

3. Duration and Binding Effect

The easement shall endure 100 years. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by providing access to the Grantor's property for construction, repairs & maintenance of the Grantee's structure. The easement will benefit the Grantor by providing corresponding access to the Grantee's property for the purpose of repairs and maintenance of 620 Holly St. It also permits the Grantor to build out a structure of their own in the future and attach it to the sidewall of the Grantee's rear home addition, subject to agreement by both parties on the design and timetable for the building of such a structure..

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee *and* Grantor are limited to having access upon request to each other's property for the purposes of construction, repairs & maintenance of their own property, provided that the two parties agree on an acceptable time for this access within one week of the initial request, including at least 48 hours notice to all parties of anyone accessing the other's property.

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantor's Rights

Grantor may access the Grantee's property for the purposes of construction, maintenance and repair of 624 Holly St. subject to mutual agreement as to the timing of such access. Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

8. Grantee's Rights and Duties

Grantee may access the Grantor's property for the purposes of construction, maintenance and repair of 624 Holly St. subject to mutual agreement as to the timing of such access.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above mentioned date.

GRANTOR:

Umaran Choudry

11/09/2020

Umaran Choudry of HC Properties

GRANTEES:

Timothy Farrow

11/08/2020

Timothy S. Farrow

Jeanne McKeon

11/08/2020

Jeanne M. McKeon



Completed Document Audit Report
Completed with Docsketch.com

Title: Easement Agreement- Choudry and Farrow_McKeon








Document ID: 3f8b28c3-24d5-4dc9-a5c9-f8d63ca603c6

Files

Easement Agreement- Choudry and Farrow_McKeon.docx

Nov 08, 2020 22:00:38 UTC

Activity

 Jeanne McKeon IP: 71.207.130.90	sent the document to tfarrow100@gmail.com, uchoudry1@gmail.com, and simplelife.jmm@gmail.com	Nov 08, 2020 22:27:09 UTC
 Timothy Farrow IP: 71.207.130.90	first viewed the document	Nov 08, 2020 22:32:25 UTC
 Timothy Farrow IP: 71.207.130.90	signed the document	Nov 08, 2020 22:33:07 UTC
 Jeanne McKeon IP: 71.207.130.90	first viewed the document	Nov 08, 2020 22:37:17 UTC
 Jeanne McKeon IP: 71.207.130.90	signed the document	Nov 08, 2020 22:37:37 UTC
 Umaran Choudry IP: 108.4.110.243	first viewed the document	Nov 09, 2020 13:44:53 UTC
 Umaran Choudry IP: 108.4.110.243	signed the document	Nov 09, 2020 13:49:15 UTC

REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on August 30, 2020, by and between Sidney and Pamela Wilson of 2911 Frying Pan Farm Lane, Hayes, Virginia 23072, hereinafter ("Grantor"), and Timothy S. Farrow & Jeanne M. McKeon of 622 Holly St., Richmond, Virginia, 23220 hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as 620 Holly St., Virginia, Richmond 23220 , and more fully described as follows: 620 Holly St., Richmond, VA 23220, (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as 622 Holly St., RICHMOND, Virginia 23220, 622 Holly St., Richmond, VA 23220, ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: 620 Holly St., Richmond, VA 23220.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by providing access to the Grantor's property for construction, repairs & maintenance using only the 3-foot wide strip of land between the Grantor's structure and the shared property line. In return, the Grantee will provide corresponding access to the adjacent 3-feet of the Grantee's property for the purpose of repairs and maintenance of 620 Holly St. as well as permission for the Grantor to build out a structure of their own in the future and attach it to the sidewall of the Grantee's rear home addition, subject to agreement by both parties on the design of such a structure.

3. Duration and Binding Effect

The easement shall endure 100 years. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by providing access to a limited part of the Grantor's property for construction, repairs & maintenance of the Grantee's structure. The easement will benefit the Grantor by providing corresponding access to the adjacent 3-feet of the Grantee's property for the purpose of repairs and maintenance of 620 Holly St., and permitting the Grantor to build out a structure of their own in the future and attach it to the sidewall of the Grantee's rear home addition, subject to agreement by both parties on the design of such a structure..

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to having access upon request to the Grantor's property for the purposes of construction, repairs & maintenance of the Grantee's property, provided that the two parties agree on an acceptable time

for this access within one week of the Grantee's initial request. Access to the Grantee's property by the Grantor is also upon request, subject to these same time frame limitations, including at least 48 hours' notice to all parties of anyone accessing the other's property.

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

8. Grantee's Rights and Duties

Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above-mentioned date.

GRANTOR:

Sidney Wilson and Pamela Wilson

Sidney Wilson and Pamela Wilson

11/10/2020

Date

GRANTEE:

Timothy Farrow

Timothy Farrow

11/08/2020

Date

Jeanne McKeon

Jeanne McKeon

11/08/2020

Date



Completed Document Audit Report
Completed with Docsketch.com

Title: Easement Agreement-Wilson

Document ID: ec819c1f-7c0f-42f2-8175-7a7d7ea99f32

Files

Easement Agreement-Wilson.docx

Nov 08, 2020 23:50:02 UTC

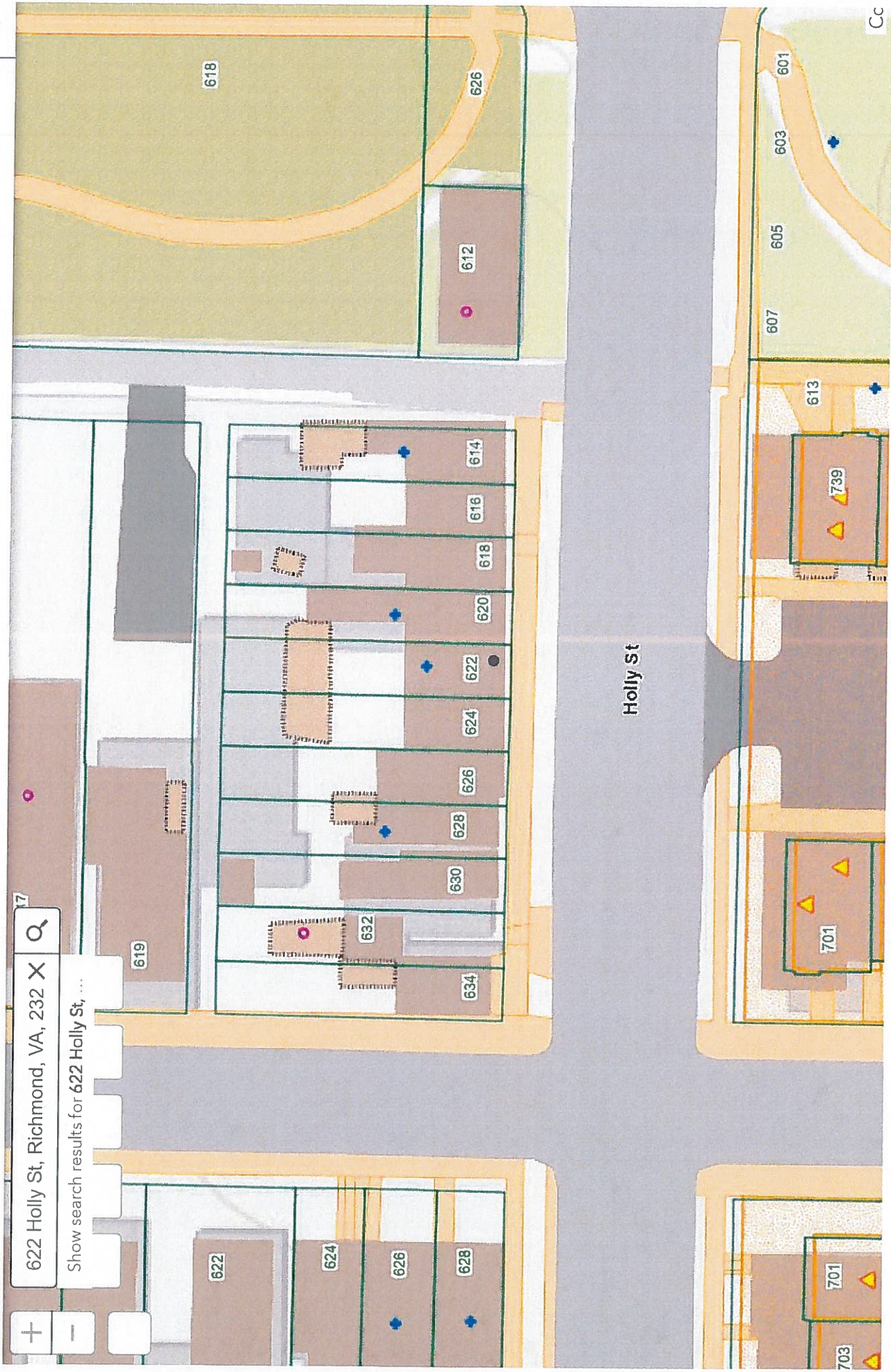
Activity

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👁	Sidney Wilson and Pamela Wilson	first viewed the document	Nov 11, 2020 04:42:28 UTC
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✓	Sidney Wilson and Pamela Wilson	signed the document	Nov 11, 2020 04:46:31 UTC
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Richmond Zoning Office Map

provided by the Department of Planning & Development Review, Division of Zoning Adm



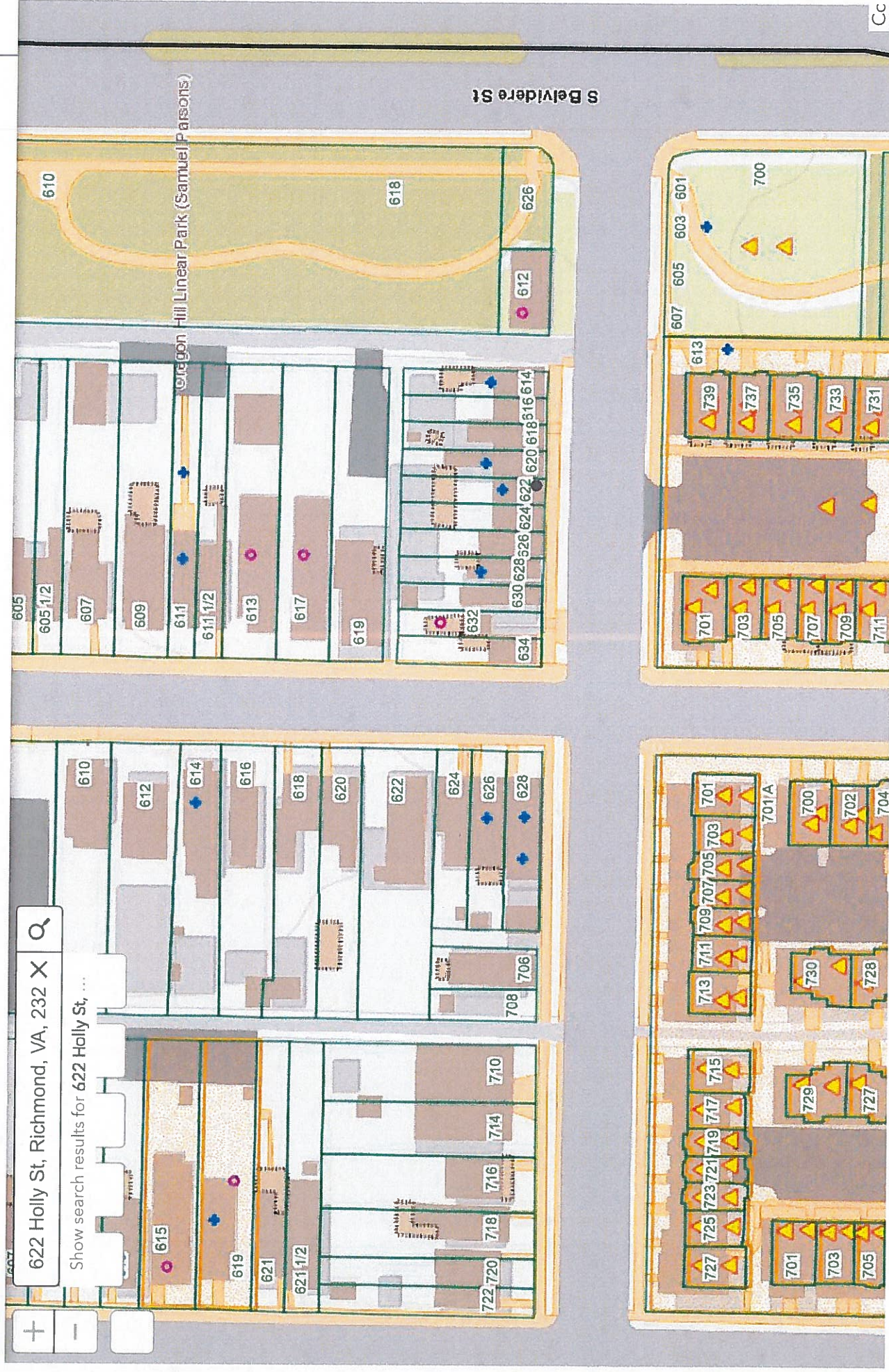
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Richmond Zoning Office Map

provided by the Department of Planning & Development Review, Division of Zoning Administration



100ft

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