

INTRODUCED: December 14, 2020

AN ORDINANCE No. 2020-258

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Deed of Access Easement between the City of Richmond and AT Artisan LLC and American Tobacco Holdings LLC, for the purpose of granting an access easement to a portion of City-owned real property located at 400 Jefferson Davis Highway to AT Artisan LLC and American Tobacco Holdings LLC.

\_\_\_\_\_  
Patron – Mayor Stoney

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

**A TRUE COPY:  
TESTE:**

*Carlin D. Reed*  
**City Clerk**

PUBLIC HEARING: JAN 11 2021 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Deed of Access Easement between the City of Richmond and AT Artisan LLC and American Tobacco Holdings LLC, for the purpose of granting an access easement to a portion of City-owned real property located at 400 Jefferson Davis Highway to AT Artisan LLC and American Tobacco Holdings LLC. Such Deed of Access Easement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

AYES: 9 NOES: 0 ABSTAIN: \_\_\_\_\_

ADOPTED: JAN 25 2021 REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

RECEIVED

By Barbara Fore at 3:18 pm, Nov 20, 2020

RECEIVED

By Barbara Fore at 2:28 pm, Dec 04, 2020

RECEIVED

By CAO Office at 9:20 am, Nov 18, 2020

2020-180



# CITY OF RICHMOND

## INTRACITY CORRESPONDENCE

### O&R REQUEST

DATE: November 12, 2020 EDITION 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor 

THROUGH: Lenora G. Reid, Acting Chief Administrative Officer 

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

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

FROM: Al Scott, Deputy Department Director, Department of Public Utilities 

RE: Authorization for the City's Acting Chief Administrative Officer to sign a deed of access easement granting access easements on city land to AT Artisan LLC and American Tobacco Holdings LLC.

ORD. OR RES. No. \_\_\_\_\_

**PURPOSE:** To authorize the City's Acting Chief Administrative Officer to sign a deed of access easement granting access easements to AT Artisan LLC and American Tobacco Holdings LLC ("Grantees") to allow Grantees emergency and full access on and across portions of city land. The subject city property is known as 400 Jefferson Davis Highway (Parcel No. S0070774010) and is used by the city as the Department of Public Utilities (DPU) Operations Center. The deed of access easement terms and conditions include a five-year term and allow Grantees to use portions for the subject property for emergency and full access to serve their adjacent properties, which are being developed.

**REASON:** To provide Grantees safe and adequate access to their properties adjacent to the subject property.

**RECOMMENDATION:** It is recommended that Richmond City Council adopt an ordinance authorizing the Chief Administrative Officer to sign a deed of access easement granting access easements to Grantees for the purpose of providing Grantees safe and adequate access to their properties adjacent to the subject property.

**BACKGROUND:** Grantees desire to access portions of the subject property to facilitate development of their properties adjacent to the subject property. To ensure safety and limited access at the DPU Operations Center, which is a secured facility, the deed of access easement terms and conditions require Grantees to make fencing and gate modifications. The deed of access easement terms and conditions also require Grantees, and their successors, to use natural gas for water heating on their properties adjacent to the subject property.

**FISCAL IMPACT / COST:** None.

**FISCAL IMPLICATIONS:** None.

**BUDGET AMENDMENT NECESSARY:** None.

**REVENUE TO CITY:** Increased Gas Utility revenue from supplying natural gas for water heating on Grantees' properties adjacent to the subject property.

**DESIRED EFFECTIVE DATE:** Upon adoption.

**REQUESTED INTRODUCTION DATE:** December 14, 2020

**CITY COUNCIL PUBLIC HEARING DATE:** January 11, 2021

**REQUESTED AGENDA:** Consent.

**RECOMMENDED COUNCIL COMMITTEE:** Planning Commission

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None.

**AFFECTED AGENCIES:** Department of Public Utilities

**RELATIONSHIP TO EXISTING ORD. OR RES.:** None.

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

**ATTACHMENTS:** Deed of Access Easement

**STAFF:** Al Scott

**Tax Parcel: S007-0774/010**

### **DEED OF ACCESS EASEMENT**

THIS DEED OF ACCESS EASEMENT (this "Deed") is made this date, \_\_\_\_\_, 202\_, 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 AT ARTISAN LLC, a Virginia limited liability company, ("Artisan"), to be indexed as grantee, and AMERICAN TOBACCO HOLDINGS LLC, ("Holdings"), a Virginia limited liability company, to be indexed as grantee (with Artisan and Holdings referred to collectively herein as the "GRANTEES").

### **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, the GRANTOR holds fee simple title to certain real property situated in Richmond, Virginia, located at 400 Jefferson Davis Highway, consisting of approximately 14.2 acres and designated as Tax Parcel No. S0070774010 and labeled as "City of Richmond Public Works, Deed Book 215, Page 1361, Tax Parcel: S007-0774/010, #400 Jefferson Davis Highway" on the plat entitled "Easement Plat Showing a Variable Width Private Access Easement Across Tax Parcel E007-0774/010, City of Richmond, Virginia" dated February 1, 2018, prepared by Shadrach & Associates, LLC, Land Surveying (the "Plat") attached hereto as Exhibit A (the "City Property"); and

WHEREAS, Artisan is the owner of certain real property located adjacent to the City Property, consisting of approximately 7 acres and designated as Tax Parcel No. S0070774013 and labeled as "AT Artisan LLC, Instrument No. 17-14273, Tax Parcel: S007-0774/013, #716 Jefferson Davis Highway" on the Plat (the "AT Property"); and

WHEREAS, Holdings is the owner of certain real property located adjacent to the AT Property consisting of approximately 4.2 acres and designated as Tax Parcel No. S0070774001 (the "Holdings Property"); and

WHEREAS, the GRANTEES desire an emergency access easement of five (5) years' duration for vehicular ingress and egress across a portion of the City Property labeled as "34.00' Fire Department Crash Gate Emergency Only Access Easement, 4,962.79 Square Feet (0.114 Acres)" on the Plat (the "Emergency Easement"), subject to the terms and conditions set forth herein;

WHEREAS, the GRANTEES desire a full access easement of five (5) years' duration for vehicular ingress and egress across a portion of the City Property labeled as "Variable Width Private Access Easement, 10,651.82 Square Feet (0.245 Acres)" on the Plat (the "Full Access Easement," which together with the Emergency Easement shall be referred to collectively herein as the "Easements"), subject to the terms and conditions set forth herein.

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 the

GRANTEES, with General Warranty of Title, the Emergency Access Easement and the Access Easement (collectively, the "Easements"), SUBJECT to the following conditions:

1. **Recitals.** The Recitals are hereby incorporated herein as if specifically set forth herein.
2. **Site Modifications, Operations, and Maintenance.** As a condition of the Easements, the GRANTEES, at their sole cost and expense, shall undertake modifications to the existing fencing and gates located on the GRANTOR's Property to conform with the attached Plat (the "Plat"), including, but not limited to, relocation of the existing gate at Jefferson Davis Highway to the location labeled as "Relocated Gate (from Rt. 1)" on the Plat, pursuant to the GRANTEES' written plans as approved by the GRANTOR in writing. Prior to use of the Easements for active access as set forth below in sections 3 and 4, the GRANTEES shall submit to the GRANTOR, for the GRANTOR's written approval, (a) a detailed written proposed construction plan and schedule setting forth proposed modifications to the GRANTOR's fencing and gates on the GRANTOR's property consistent with Exhibit A; and (b) a proposed detailed written operation and maintenance plan for the use, operation, and maintenance of the Easements (collectively, "the plans"), including, without limitation, cost responsibilities for complying with the plans. The plans shall be subject to the GRANTOR's approval in the GRANTOR's sole discretion. The GRANTEES shall implement and adhere to the plans as approved by the GRANTOR, at the GRANTEES' sole cost and expense. The GRANTOR in its sole discretion may prohibit the GRANTEES' further use of the Easements at any time for the failure of one or both of the GRANTEES to abide by either of the approved plans. The GRANTOR may amend the operation and maintenance plan at any time in the GRANTOR's sole discretion.
3. **Emergency Access Easement.** The City Emergency Access Easement shall allow for the benefit of the AT Property and the Holdings Property, a non-exclusive access easement and right-of-way for emergency ingress and egress for emergency vehicular traffic, over and across the Emergency Access Easement. The Grantees shall repair, to the Grantor's satisfaction, any and all damage to the City's Property that may be caused or occasioned by AT's or Holdings' use of the Easements, including any damage to the Emergency Access Easement, and including, but not limited to, any damage to the emergency gates, within 24 hours of the Emergency Access Easement being damaged, provided, however, the repairs need not be completed until the first work day (Monday-Friday) following the damage, in the event the damage occurs on a City holiday or weekend.
4. **Full Access Easement.** The Full Access Easement shall allow for the benefit of the AT Property and the Holdings Property, a non-exclusive access easement and right-of-way for ingress and egress for vehicular traffic, over and across the Full Access Easement.
5. **Rights Reserved.** The GRANTOR may use the City Property within the Easements for any purpose not inconsistent with the rights hereby granted.
6. **Terms of Easements; Run with the Land.** The Easements shall commence on the effective date of this Agreement, with the rights, privileges, and obligations associated therewith being covenants running with title to the AT Property and the Holdings Property and all owners and future owners thereof within the term of the Easements, and shall continue in full force and effect for five (5) years from the effective date of this Agreement unless terminated earlier by mutual action of the GRANTOR and the GRANTEES.
7. **Obligation to Use Natural Gas.** So long as the GRANTOR provides sufficient natural gas service to the Properties, the GRANTEES, and their successors in title, shall require the exclusive use of natural gas for water heating in all units and common areas located on the AT Property and the Holdings Property, regardless of whether such properties are served by master meters or separate meters, and regardless of whether the water heating is owned by AT or Holdings, or third parties.

8. **GRANTOR's Right to Use.** The GRANTOR reserves the right to use the Easements in any manner not inconsistent with the rights herein conveyed.

9. **Indemnification.** AT and Holdings agree to indemnify, defend and hold harmless the GRANTOR from and against all claims, losses, damages, liabilities and expenses, of any kind that may be caused or occasioned by AT's or Holdings' use of the Easements. At the request of the GRANTOR, AT and Holdings each shall obtain and maintain a policy of broad form commercial general liability insurance to protect the GRANTOR against any liability which arises from any occurrence from AT's or Holdings' use on or about the Easements. Such policy shall be in minimum amounts as reasonably requested by the GRANTOR and shall name the GRANTOR as an additional insured thereunder.

10. **No Dedication.** The Easements created hereby are private easements only, and this Deed of Easement and the grant of the Easements pursuant to the terms hereof is not intended to, and shall not be construed to, dedicate to the public any easement or other rights in and to the Easements or any portion thereof.

11. **Nonexclusive.** The parties understand and agree that the Easements are nonexclusive and are granted subject to all currently existing valid easements, agreements, covenants, restrictions and conditions of record affecting the property or any part hereof. The provisions of the Deed shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. **Governing Law.** This Deed of Easement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

**SIGNATURES ON THE FOLLOWING PAGES**

**IN WITNESS WHEREOF**, the parties have caused this Deed of Access Easement to be executed by their duly authorized representatives on the date set forth above.

**CITY OF RICHMOND (GRANTOR)**

By: \_\_\_\_\_  
Name: Lenora G. Reid  
Title: Acting Chief Administrative Officer

**COMMONWEALTH OF VIRGINIA  
CITY RICHMOND**

I, \_\_\_\_\_, a Notary Public of the aforesaid city and state, certify that Lenora G. Reid personally appeared before me this day and acknowledged that she is the Acting Chief Administrative Officer of the City of Richmond, Virginia.

WITNESS my hand and Notarial Seal or Stamp, this the \_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration Number: \_\_\_\_\_

**APPROVED AS TO TERMS:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department of Public Utilities  
City of Richmond, Virginia

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Ross Phillips  
Assistant City Attorney  
City of Richmond, Virginia

**AT ARTISAN LLC (GRANTEE)**

**By: Port City II Managing Member, LLC,  
a Virginia limited liability company,  
its managing member**

**By: \_\_\_\_\_  
Christian E. Shield, Manager**

**COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to-wit:**

**The foregoing instrument was acknowledged before me, \_\_\_\_\_,  
Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_,  
who has presented identification of Christian E. Shield (a United States Passport, a certificate of  
United States citizenship, a certificate of naturalization, an unexpired foreign passport, an alien  
registration card with photograph, a state issued driver's license or a state issued identification card  
or a United States military card), and voluntarily acknowledged this instrument as Manager of Port  
City II Managing Member, LLC, a Virginia limited liability company, managing member of AT  
Artisan LLC, a Virginia limited liability company, for and on behalf of the company.**

\_\_\_\_\_  
**Notary Public**  
**Registration Number: \_\_\_\_\_**  
**My commission expires: \_\_\_\_\_**

**(SEAL)**



**AMERICAN TOBACCO HOLDINGS LLC  
(GRANTEE)**

**By: ATH Managing Member, LLC,  
a Virginia limited liability company,  
its managing member**

By: \_\_\_\_\_  
Walter G. Parks, Jr., Manager

**COMMONWEALTH OF VIRGINIA**

**CITY OF RICHMOND, to-wit:**

The foregoing instrument was acknowledged before me, \_\_\_\_\_,  
Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_,  
who has presented identification of Walter G. Parks, Jr. (a United States Passport, a certificate of  
United States citizenship, a certificate of naturalization, an unexpired foreign passport, an alien  
registration card with photograph, a state issued driver's license or a state issued identification card  
or a United States military card), and voluntarily acknowledged this instrument as Manager of  
ATH Managing Member, LLC, a Virginia limited liability, managing member of American  
Tobacco Holdings LLC, a Virginia limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public  
Registration Number: \_\_\_\_\_

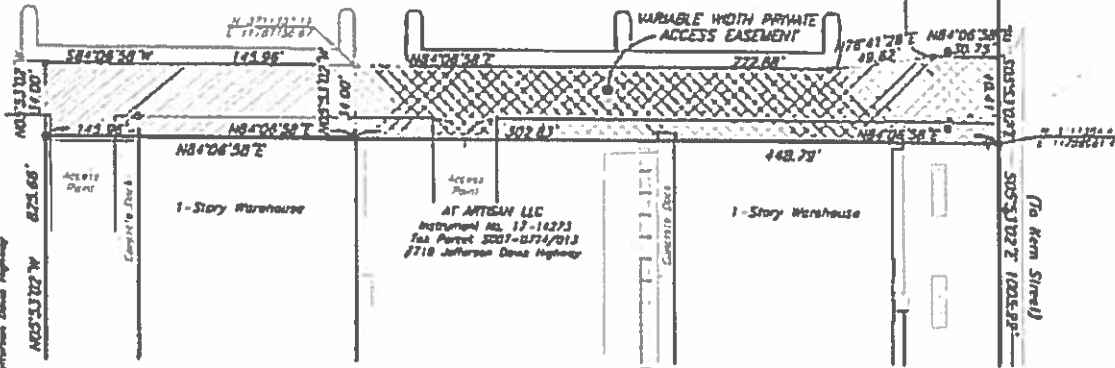
(SEAL)

My commission expires: \_\_\_\_\_

Exhibit A

City of Richmond Public Works  
 Ord. Book 213, Page 1361  
 Tax Parcel E007-0774/010  
 7400 Jefferson Davis Highway

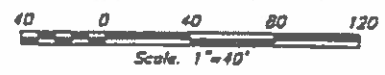
Jefferson Davis Highway  
 (U.S. Route No. 1)  
 (Var. Width Public R/W)





City of Richmond Public Works  
 Ord. Book 213, Page 1361  
 Tax Parcel E007-0774/010  
 7400 Jefferson Davis Highway

AT ARTISAN LLC  
 Instrument No. 17-16223  
 Tax Parcel E007-0774/010  
 7718 Jefferson Davis Highway

EASEMENT PLAT  
 SHOWING A VARIABLE WIDTH PRIVATE  
 ACCESS EASEMENT ACROSS TAX  
 PARCEL E007-0774/010  
 CITY OF RICHMOND, VIRGINIA  
 DATE: FEBRUARY 1, 2018



-  VARIABLE WIDTH PRIVATE ACCESS EASEMENT  
10,631.83 Square Feet (0.245 Acres)
-  34.00' FIRE DEPARTMENT CRASH GATE  
EMERGENCY ONLY ACCESS EASEMENT  
4,962.79 Square Feet (0.114 Acres)



**Shadrach & Associates, LLC**  
 LAND SURVEYING  
 475 Southpark Blvd., Suite 100, Richmond, Virginia 23260  
 Phone: (804) 770-1320 • Fax: (804) 770-1320

**Tax Parcel: S007-0774/010**

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6. **Terms of Easements; Run with the Land.** The Easements shall commence on the effective date of this Agreement, with the rights, privileges, and obligations associated therewith being covenants running with title to the AT Property and the Holdings Property and all owners and future owners thereof within the term of the Easements, and shall continue in full force and effect for five (5) years from the effective date of this Agreement unless terminated earlier by mutual action of the GRANTOR and the GRANTEES.
7. **Obligation to Use Natural Gas.** So long as the GRANTOR provides sufficient natural gas service to the Properties, the GRANTEES, and their successors in title, shall require the exclusive use of natural gas for water heating in all units and common areas located on the AT Property and the Holdings Property, regardless of whether such properties are served by master meters or separate meters, and regardless of whether the water heating is owned by AT or Holdings, or third parties.

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11. Nonexclusive. The parties understand and agree that the Easements are nonexclusive and are granted subject to all currently existing valid easements, agreements, covenants, restrictions and conditions of record affecting the property or any part hereof. The provisions of the Deed shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Governing Law. This Deed of Easement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

**SIGNATURES ON THE FOLLOWING PAGES**

**IN WITNESS WHEREOF**, the parties have caused this Deed of Access Easement to be executed by their duly authorized representatives on the date set forth above.

**CITY OF RICHMOND (GRANTOR)**

By: \_\_\_\_\_  
Name: Lenora G. Reid  
Title: Acting Chief Administrative Officer

COMMONWEALTH OF VIRGINIA  
CITY RICHMOND

I, \_\_\_\_\_, a Notary Public of the aforesaid city and state, certify that Lenora G. Reid personally appeared before me this day and acknowledged that she is the Acting Chief Administrative Officer of the City of Richmond, Virginia.

WITNESS my hand and Notarial Seal or Stamp, this the \_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration Number: \_\_\_\_\_

**APPROVED AS TO TERMS:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department of Public Utilities  
City of Richmond, Virginia

**APPROVED AS TO FORM:**

By:     *R. Phillips*      
Ross Phillips  
Assistant City Attorney  
City of Richmond, Virginia

AT ARTISAN LLC (GRANTEE)

By: Port City II Managing Member, LLC,  
a Virginia limited liability company,  
its managing member

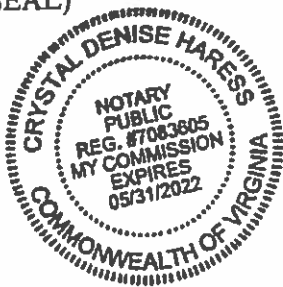
By:   
Christian E. Shield, Manager

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me, Crystal Denise Hares,  
Notary Public, this 11 day of November, 2021 by Christian E. Shield,  
who has presented identification of Christian E. Shield (a United States Passport, a certificate of  
United States citizenship, a certificate of naturalization, an unexpired foreign passport, an alien  
registration card with photograph, a state issued driver's license or a state issued identification card  
or a United States military card), and voluntarily acknowledged this instrument as Manager of Port  
City II Managing Member, LLC, a Virginia limited liability company, managing member of AT  
Artisan LLC, a Virginia limited liability company, for and on behalf of the company.


Crystal Denise Hares  
Notary Public 7083605  
Registration Number: \_\_\_\_\_  
My commission expires: 5.31.2022

(SEAL)



AMERICAN TOBACCO HOLDINGS LLC  
(GRANTEE)

By: ATH Managing Member, LLC,  
a Virginia limited liability company,  
its managing member

By:   
Walter G. Parks, Jr., Manager

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me, Ronni McCord,  
Notary Public, this 11 day of November, 2020, by Walter Parks,  
who has presented identification of Walter G. Parks, Jr. (a United States Passport, a certificate of  
United States citizenship, a certificate of naturalization, an unexpired foreign passport, an alien  
registration card with photograph, a state issued driver's license or a state issued identification card  
or a United States military card), and voluntarily acknowledged this instrument as Manager of  
ATH Managing Member, LLC, a Virginia limited liability, managing member of American  
Tobacco Holdings LLC, a Virginia limited liability company, on behalf of the company.

(SEAL)





Notary Public

Registration Number: 7108438

My commission expires: 10/31/2023



