

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	August 17, 2020
Action Required:	Ordinance
Presenter:	Chris Gensic, Dept. of Parks and Recreation Scott Gobbi – Dominion Energy
Staff Contacts:	Chris Gensic, Dept. of Parks and Recreation John Blair, City Attorney
Title:	Dominion Energy Underground Easement – Ragged Mountain

Background:

The City, as the owner of the Ragged Mountain Reservoir property at 1760 Reservoir Road, has been requested to approve an easement to allow undergrounding of utilities near the Ragged Mountain Dam as part of Dominion Energy Virginia’s (hereinafter “Dominion”) Strategic Underground Program efforts to protect electrical supply to critical facilities and in difficult-to-maintain locations.

In 2018, the City approved a new alignment for the underground utilities service along the entry drive to Ragged Mountain Reservoir. After some technical reviews, Dominion has determined its preferred route is to remain along the existing corridor that has the overhead lines at the upper most portion of its service to Ragged Mountain Reservoir. Therefore, Dominion is requesting that this overhead easement be converted to an underground easement. This will affect both the Ragged Mountain Reservoir property and the newly acquired “Heyward Forest” property.

Discussion:

The Charlottesville Departments of Parks and Recreation and Utilities have reviewed the proposed easement and survey and have no concerns with providing the easement to Dominion.

Alignment with City Council’s Vision and Strategic Plan:

The project supports City Council’s Green City Vision and Goal 2 of the Strategic Plan for a Healthy and Safe Community.

Community Engagement:

There has not been direct community engagement about his proposal.

Budgetary Impact:

Approval of the easement will not have any budget impact to the City or Dominion.

Recommendation:

Staff recommends approval of the easement to Dominion .

Alternatives:

If the easement is not approved, the utility lines will remain overhead and exposed as they currently are.

Attachments:

Proposed Ordinance, Right of Way Agreement with Plat

**AN ORDINANCE
GRANTING AN UNDERGROUND UTILITY EASEMENT TO
DOMINION ENERGY FOR THE INSTALLATION OF ELECTRIC POWER LINES
IN RAGGED MOUNTAIN NATURAL AREA**

WHEREAS, Dominion Energy has requested the City of Charlottesville (“City”) to grant a permanent and temporary easement across a portion of Ragged Mountain Natural Area along Reservoir Road, located in the County of Albemarle, as shown on the attached plat prepared by Dominion Energy dated March 26, 2020; and,

WHEREAS, the proposed easement will allow construction of a new placement of an underground utility service that would follow existing overhead utility lines at the upper most portion of its service to Ragged Mountain Reservoir; and

WHEREAS, in accordance with Virginia Code Sec. 15.2-1800(B), a public hearing was held on August 17, 2020 to give the public an opportunity to comment on the conveyance of these easements; and

WHEREAS, City staff have reviewed the request and have no objection to the conveyance of said easements to Dominion Energy.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute a Right of Way Agreement and such other documents as may be requested by Dominion Energy, in a form approved by the City Attorney, to convey the above-described utility easement to Dominion Energy.



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this ____ day of _____, _____, by and between

CITY OF CHARLOTTESVILLE

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("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, the perpetual right, privilege and non-exclusive easement over, under, through, upon, above 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 to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting 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, and 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 GRANTOR; and

Initials: _____

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, PO Box 26666, Richmond, VA 23261.

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Tax Map No. 07500-00-00-047B0, 07500-00-00-047C1

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2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Albemarle County, Virginia, as more fully described on Plat(s) Numbered 13-20-0097, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

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7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE'S** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE'S** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE'S** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE'S** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

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Right of Way Agreement

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that they have been duly authorized to execute this easement on behalf of said County.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

CITY OF CHARLOTTESVILLE

(Name)

By:

(Title)

Title:

State of _____

I, _____, a Notary Public in and for the State of Virginia at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid

_____, _____ on
(Name of officer or agent) (Title of officer or agent)

behalf of the City of Charlottesville, Virginia, whose names signed to the foregoing writing dated this ____ day of _____, 20__, and acknowledged the same before me.

Given under my hand _____, 20__

Notary Public (Print Name)

Notary Public (Signature)

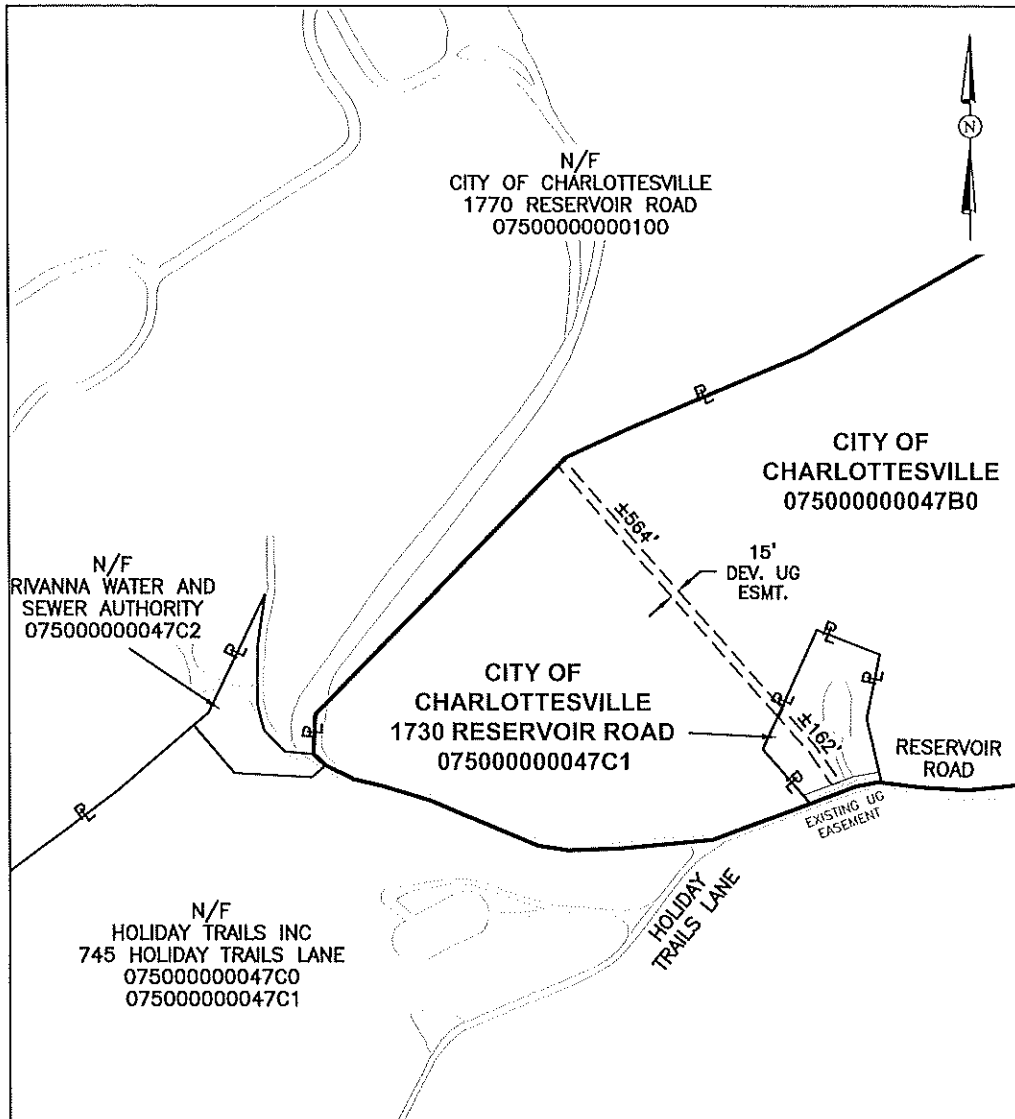
Virginia Notary Reg. No. _____

My Commission Expires: _____

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ROW No(s)13-20-0097

(Notary Seal Here)



LEGEND --- Location of Boundary Lines of Right-of-Way 15' in Width. =P= Indicates Property Line is Right-of-Way Boundary 15' in Width. N/F Now or Formerly *NOTE: Location of underground cables installed will determine the centerline of the easement.	District Charlottesville	PLAT TO ACCOMPANY UG RIGHT-OF-WAY AGREEMENT
	District-Township-Borough County-City State Samuel Miller Albemarle Co. VA	VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia
	Office Plot Number North/West Region 13-20-0097	Page 5 of 5
	Estimate Number Grid Number 10136253 F2225 Date By 03/26/2020 E. Jones	OWNER INITIALS _____

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