

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	December 21, 2020
Action Required:	Approval of Ordinance
Presenter:	Lauren Hildebrand, Director of Utilities
Staff Contacts:	Chris Gensic, Parks and Trails Planner
Title:	Dominion Energy Underground Easement – Sugar Hollow

Background:

The City, as the owner of the Sugar Hollow Reservoir property at 6797 Sugar Hollow Road, has been requested to approve an easement to allow undergrounding of utilities near the Sugar Hollow Dam as part of Dominion’s Strategic Underground Program efforts to protect the electrical supply to critical facilities and in difficult-to-maintain locations.

Discussion:

The easement is to install a new electrical line underground adjacent to the road that will replace an above ground electrical line. Charlottesville Parks and Recreation and Rivanna Water and Sewer Authority staff have reviewed the proposed easement and survey and have no concerns with providing the easement.

Alignment with City Council’s Vision and Strategic Plan:

This contributes to Objective 3.2 of the Strategic Plan, to provide reliable and high quality infrastructure.

Community Engagement:

A public hearing is required by law to give the public an opportunity to comment on the proposed conveyance of a public interest. Notice of the public hearing was advertised in the local newspaper at least 7 days in advance of the public hearing.

Budgetary Impact:

Approval of the easement will not have any budget impact.

Recommendation:

Staff recommends approval of the easement to Dominion Energy in the Sugar Hollow Reservoir property.

Alternatives:

If the easement is not approved, the utility lines will remain overhead and be susceptible to electricity outages.

Attachments:

Proposed Ordinance, Right of Way Agreement and Plat

**AN ORDINANCE
GRANTING AN UNDERGROUND UTILITY EASEMENT TO
DOMINION ENERGY FOR INSTALLATION OF ELECTRIC POWER LINES
AT SUGAR HOLLOW RESERVOIR**

WHEREAS, the Virginia Electric and Power Service, a Virginia public service corporation doing business within Virginia as Dominion Virginia Power, has requested this Council to grant an easement across property owned by the City of Charlottesville within the Sugar Hollow Reservoir (Albemarle County Real Estate Parcel Identification Number 0250000000700), located at 6796 Sugar Hollow Road in Albemarle County, as described within a Right of Way Agreement (DVDIDNo(s). 13-17-0473) and accompanying Plat, for the installation and maintenance of underground electric utility lines and related equipment; and

WHEREAS, in accordance with Virginia Code Sec. 15.2-1800(B), this City Council has conducted a public hearing on the requested easement;

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



CITY OF CHARLOTTESVILLE
6796 SUGAR HOLLOW ROAD
02500000000700

N/F
 WILLIAM A JAMES
 TAMMY C JAMES
 6614 SUGAR
 HOLLOW ROAD
 02500000002300

N/F
 WILLIAM A JAMES II
 JESSICA E G JAMES
 6612 SUGAR
 HOLLOW ROAD
 025000000023A0

N/F
 WILLIAM A JAMES
 TAMMY C JAMES
 02500000002200

N/F
 PARTHENIA STEVENS BRADLEY
 CHARLES T STEVENS
 ALICE S MARSHALL
 BRADY FLETCHER STEVENS
 3344 MIDDLE MOUNTAIN ROAD
 02500000000800

SUGAR HOLLOW ROAD
 ±0.4 MILES TO
 MIDDLE MOUNTAIN
 ROAD

±657'
 15'
 DEV. UG
 ESMT.

±226'

±266'

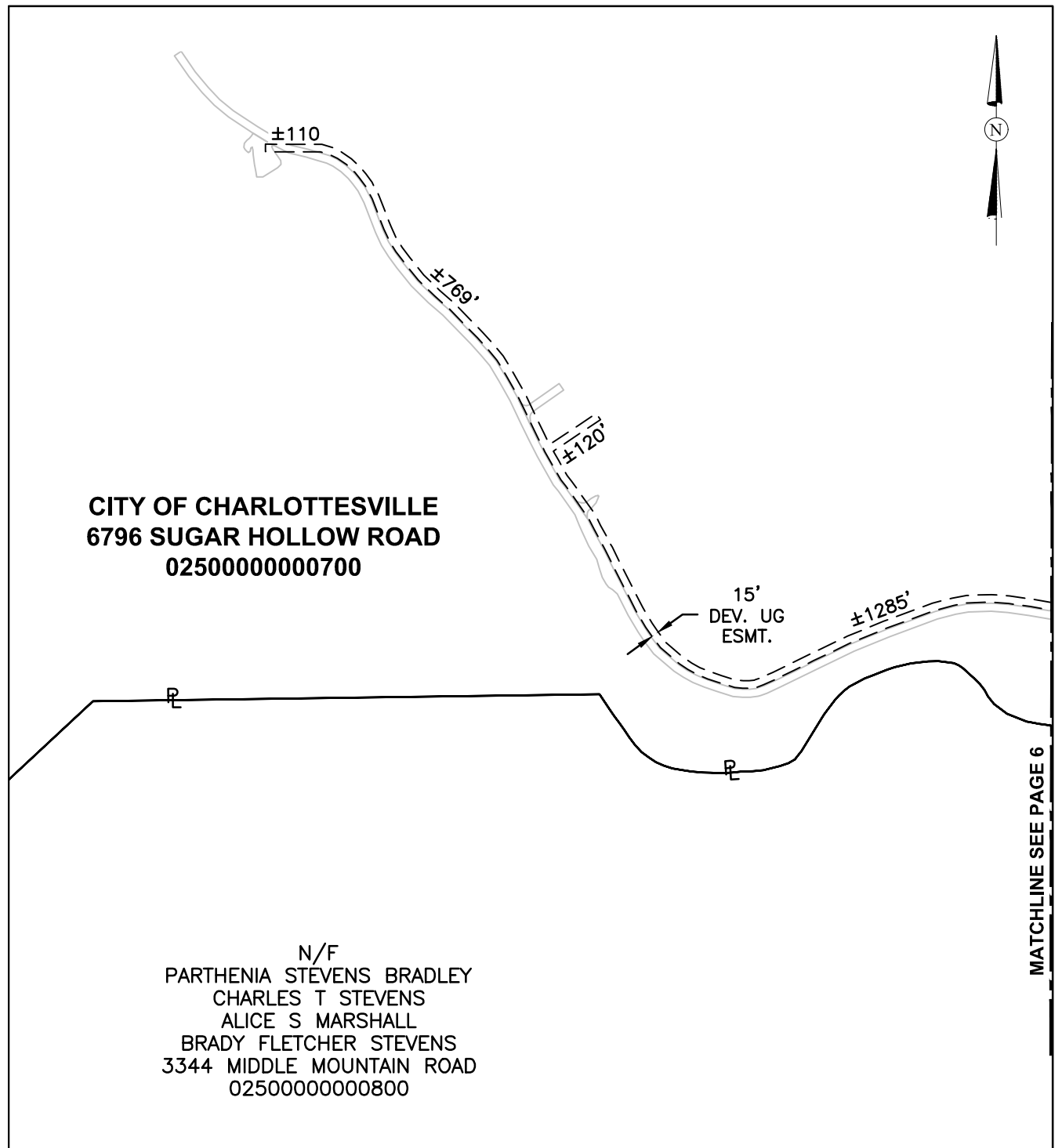
±52'

MATCHLINE SEE PAGE 7

LEGEND
 --- Location of Boundary Lines
 --- Right-of-Way 15' in Width.
 --- Indicate proper line is
 Right-of-Way
 Boundary 15' in Width.
 N/- Now or Formerly
 *NOT: Location of underground cable
 as installed will determine the
 center line of the easement.

District
 Charlottesville
 District-Township-Borough County
 White Hall Albemarle Co. VA
 Office
 North/West Region
 Estimate Number
 10128500
 Date
 /27/2020

PL-T TO
 RIGHT-OF-WAY - - - - -
 VIRGINIA - - - - -
 doing business as
Do
 Page 6 of
 OWNER INITIALS _____



CITY OF CHARLOTTESVILLE
6796 SUGAR HOLLOW ROAD
02500000000700

N/F
PARTHENIA STEVENS BRADLEY
CHARLES T STEVENS
ALICE S MARSHALL
BRADY FLETCHER STEVENS
3344 MIDDLE MOUNTAIN ROAD
02500000000800

MATCHLINE SEE PAGE 6

LEGEND - - - - Location of Boundary Lines - - - - of Right-of-Way 15' in Width. - - - - Indicate proper line is Right-of-Way Boundary 15' in Width. N/- Now or Formerly *NOT: Location of underground cable as installed will determine the centerline of the easement.	District Charlottesville District-Township-Borough County-City White Hall Albemarle Co. VA Office North/West Region Estimator Number 10128500 Date /27/2020	PLANT TO RIGHT-OF-WAY - - - - - MENT VIRGINIA ELECTRIC doing business as Do Page 7 of
	By J. Jones	OWNER INITIALS _____



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 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 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 Virginia Power, PO Box 26666, Richmond, VA 23261.

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DVPIDNo(s). 13-17-0473
Tax Map No. 02500000000700

Right of Way Agreement

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 13-17-0473, 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 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. **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.

Initials: _____

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Right of Way Agreement

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.

Initials: _____

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DVPIDNo(s). 13-17-0473

Form No. 728493-3 (Jul 2017)
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11. GRANTOR hereby represents to GRANTEE that, to the best of GRANTOR'S knowledge, (a) GRANTOR is seized of and has 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. 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 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 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 its 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 _____

County/City of _____, to wit:

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 behalf of the
(Name of officer or agent) (Title of officer or agent)

City of Charlottesville, 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 (Print Name) Notary Name (Signature)

Virginia Notary Reg. No. _____ My Commission Expires: _____



Right of Way Agreement

Exhibit A

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

a political subdivision of the Commonwealth of Virginia ("GRANTOR"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("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...
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...
3. GRANTOR covenants that in the event that GRANTOR sells or conveys the real property on which GRANTEE's wires and facilities are located...

GRANTOR: CITY OF CHARLOTTESVILLE a political subdivision of the Commonwealth of Virginia

By: _____

Its: _____