

**ORDINANCE NO. 7563-19**

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, ALL DOCUMENTS NECESSARY TO EFFECTUATE THE RELOCATION OF AN ACCESS EASEMENT TO CITY-OWNED PROPERTY ADJACENT TO SKIFFE'S CREEK RESERVOIR.

WHEREAS, in 2015, the City of Newport News, Virginia ("the City") and Green Mount Associates, L.L.C. ("Green Mount") executed a Deed of Boundary Line Adjustment, recorded in the Clerk's Office of the Circuit Court for the County of James City as Instrument No. 150002349; and

WHEREAS, in the aforesaid Deed of Boundary Line Adjustment, the City and Green Mount adjusted the common boundaries of a Green Mount owned parcel commonly referred to as 1651 Green Mount Parkway and a City-owned parcel commonly referred to as 9451 Merrimac Trail, both located in the County of James City. The City also received an access easement from Green Mount; and

WHEREAS, Green Mount has requested that the City relocate its access easement to facilitate Green Mount's future plans for its property; and

WHEREAS, an exchange is proposed whereby Green Mount will provide the City a new access easement in exchange for the City releasing and vacating its rights in a portion of the existing access easement; and

WHEREAS, the City will maintain uninterrupted access to its parcel along the relocated access easement until such time as Green Mount Parkway is extended to the boundary of the City-owned parcel and open to the public; and

WHEREAS, public notice of the proposed action has been published as required by law; and

WHEREAS, a draft Deed of Easement and Vacation of Easement and an exhibit plat have been prepared and presented at this meeting and the City Manager recommends approval of the proposed easement relocation on substantially the same terms contained in the draft; and

WHEREAS, the City Council is of the opinion that it is in the public interest to implement the proposed easement relocation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News, Virginia:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, a Deed of Easement and Vacation of

Easement which substantially conforms to the terms of the draft Deed of Easement and Vacation of Easement attached hereto, subject to the review and approval of the City Attorney.

2. That the City Manager is authorized to take such further actions and execute such further documents as shall be necessary to effectuate the proposed easement relocation, provided that all such documents shall be reviewed and approved by the City Attorney before execution.

3. That this ordinance shall be in effect on and after the date of its adoption, July 9, 2019.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON JULY 9, 2019

Mabel Washington Jenkins, MMC  
City Clerk

McKinley L. Price, DDS  
Mayor

A true copy, teste:

City Clerk

Document prepared by: Patten, Wornom, Hatten & Diamonstein, L.C.  
Attn: Steven A. Meade, Esq. (VSB No. 37150)  
12350 Jefferson Ave, Suite 300  
Newport News, Virginia 23602

Return to: Robert E. Pealo, Esq.  
City Attorney's Office  
City of Newport News  
2400 Washington Avenue  
Newport News, Virginia 23607

Parcel ID Nos.: 6010100003; 6010100004; 6010100004B

Consideration: \$0.00

DEED OF EASEMENT AND VACATION OF EASEMENT

THIS DEED OF EASEMENT AND VACATION OF EASEMENT ("**Deed of Easement**"), made as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **GREEN MOUNT ASSOCIATES, L.L.C.**, a Virginia limited liability company ("**Green Mount**") (to be indexed as Grantor and Grantee), whose mailing address is 11835 Fishing Point Drive, Suite 101, Newport News, Virginia, 23606; and the **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, 2400 Washington Avenue, Newport News, Virginia 23607 ("**City**") (index as Grantor and Grantee), and the **COUNTY OF JAMES CITY**, a Virginia political subdivision, whose address is P.O. Box 8784, Williamsburg, Virginia 23187-8784 ("**County**") (index as Grantor).

WITNESSETH:

WHEREAS, Green Mount is the owner of Lot 1, Phase 2, Part of Remainder Lot 3A, and Remainder of Lot 3A (collectively, "**Greenmount Parcels**"), all as shown on that certain plat entitled, "PLAT OF SUBDIVISION LOT 1, PHASE 2 AND GREEN MOUNT PARKWAY RIGHT OF WAY, GREEN MOUNT INDUSTRIAL PARK, PROPERTY OF GREEN MOUNT ASSOCIATES, L.L.C.", dated September 24, 2018 and made by AES Consulting Engineers, which Plat has been recorded in the Clerk's Office of the Circuit Court for the County of James City (the "**Clerk's Office**") as Instrument Number \_\_\_\_\_ (the "**Subdivision Plat**"); and

WHEREAS, the City is the beneficiary of an existing 30' Ingress & Egress Easement as shown on Instrument Number 150002349 recorded in the Clerk's Office ("**Existing Access Easement**") providing access for the City to its parcel known as Parcel Id Number 6010100003 (69.9 acres) (the "**City's Parcel**"); and

WHEREAS, the County is the owner of certain real property identified in the James City County land records as Parcel Id: 6010100004B (the "**County's Parcel**"), originally containing approximately 12.6164 Acres, as shown and described in that certain Deed and Reservation of Ingress-Egress Easement dated June 29, 2007, recorded in the Clerk's Office as Instrument No. 0700019184, and now containing 10.5494 acres after modifications as shown on the Subdivision Plat; and

WHEREAS, Green Mount, the County and the City are agreeing to certain changes to the Existing Access Easement to relocate a portion of the Existing Access Easement, granting a new easement for that relocated portion, and releasing part of the Existing Access Easement; and

WHEREAS, the agreed changes are shown on that certain Plat entitled "EXHIBIT SHOWING VACATED AND RELOCATED PORTIONS OF THE 30' INGRESS & EGRESS EASEMENT FROM PARCEL ID #6010100003 TO EXISTING GREEN MOUNT PARKWAY PREPARED FOR GREEN MOUNT ASSOCIATES, L.L.C." made by AES Consulting Engineers and dated January 31, 2019, which plat is attached hereto as **Exhibit A** and fully incorporated herein ("**Easement Plat**").

NOW, THEREFORE, in consideration of the exchanges, covenants and consideration stated in this Deed of Easement, the parties as agree as follows:

1. Relocated Easement. Green Mount hereby grants to the City a non-exclusive, perpetual easement, and to the extent applicable the County hereby grants the City a non-exclusive, perpetual license, over and across those certain portions of the Green Mount Parcels and the County Parcel (i) identified as "Relocated 30' Ingress & Egress Easement from Parcel Id #6010100003 To Existing Green Mount Parkway Hereby Created" and (ii) as identified on the Easement Plat as "Relocated and Hereby Created", all as shown on that certain Easement Plat attached as **Exhibit A**. The City hereby accepts the new location of the 30' Ingress & Egress Easement for all purposes, subject to all existing easements, and rights of others as shown in the recorded documents in the Clerk's Office.

2. Release of Portions of Existing Easement. The City hereby vacates and releases the Existing Easement as and to the extent shown on the Easement Plat on and over (i) Lot 1, Phase 2, and (ii) Part of Remainder of Lot 3A, each as identified as “Portion of Existing 30’ Ingress & Egress Easement From Parcel ID. #6010100003 To Existing Green Mount Parkway per Instrument #150002349 Hereby Vacated and Relocated Now As Shown Hereon” and each shown on Exhibit A by cross-hatched designations. Green Mount, the County and the City intend the Existing Access Easement to continue in an uninterrupted manner but in the relocated location shown on the Easement Plat as “Relocated and Hereby Created” for all purposes.

3. Temporary Easement. In partial consideration of the release by the City under Section 2 above, Green Mount hereby grants to the City a non-exclusive, temporary easement, and to the extent applicable the County hereby grants the City a non-exclusive, temporary license, over and across those certain portions of the Green Mount Parcels shown on Exhibit A by cross-hatched designations, starting at the easternmost boundary line of “Existing Lot 1, Phase 2” and continuing across “A Part of Remainder of Lot 3A” Parcel ID # 6010100004”, and continuing until the cross-hatched area is adjacent to the entire southeastern boundary line of the City’s parcel. Such easement and license may be used for pedestrian and vehicular ingress and egress to the City’s parcel, and shall continue until the earlier of (i) the release of the Existing Access Easement contemplated under Section 4 below, or (ii) Green Mount delivers to the City written notice to relocate the temporary easement from such location onto a roadway that is of a width and quality at least equivalent to the Existing Access Easement as of the date this Deed of Easement is recorded, which newly designated temporary easement shall then relocate the temporary easement granted under this Section 3.1 and will otherwise continue all rights of the City under the temporary access easement hereby granted. Green Mount agrees to prepare and record, at Green Mount’s expense, a deed of easement showing the then-relocated temporary access easement and license (if applicable), if requested by the City at that time. The City agrees that the new location of the temporary access easement may be across property of Green Mount that is or may be subdivided and conveyed to another person so long as Green Mount reserves or otherwise retains the right to grant the City full comparable access over the then-designated location of the access easement. The City further acknowledges and agrees that for such time as may be required for construction of new roads and infrastructure across Green Mount’s property, the temporary access easement and license may be further relocated or subject to detours to

accommodate construction of such roads and infrastructure; provided, however, that the City's rights of ingress and egress shall continue uninterrupted for the entire term of such temporary easement, and that any temporary easement(s) shall be provided at no cost to City.

4. Release of Entire 30' Ingress & Egress Easement. Upon opening for use by the general public of the Green Mount Parkway 120' public right-of-way to at least the property boundary line of the City's Parcel, then the City hereby agrees to vacate and release the Existing Easement and all licenses granted by the County in their entirety to be effective at that time. The City's access then shall be over the 120' public right-of-way, Green Mount Parkway, for all purposes. No further release or vacation of the Existing Access Easement shall be required, but the City agrees to execute an additional release, in a typical form for recording by Green Mount, if so requested.

The terms, covenants, and provisions of this Deed shall extend to and be binding upon the successors and assigns of Green Mount, the County and the City and to the extent applicable, shall run with and be a covenant on the land.

Whenever used herein, the singular shall be included in the plural, the plural shall include the singular, and the use of any gender shall include all other genders.

*(Signatures on the following pages)*

WITNESS the following signature and seal:

**GRANTOR/GRANTEE:**

**GREEN MOUNT ASSOCIATES, L.L.C.**

By: \_\_\_\_\_  
Donald N. Patten, Manager

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County and State aforesaid, do hereby certify that Donald N. Patten, as Manager for and on behalf of Green Mount Associates, L.L.C., a Virginia limited liability company, whose name as such is signed to the foregoing Deed dated as of the \_\_\_ day of \_\_\_\_\_, 2019, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

My Commission Expires: \_\_\_\_\_  
Notary Registration No.: \_\_\_\_\_

*[Signatures continue on next pages]*

WITNESS the following signature and seal:

**GRANTOR:**  
**COUNTY OF JAMES CITY, VIRGINIA**

By: \_\_\_\_\_  
Scott Stevens, County Administrator

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County and State aforesaid, do hereby certify that Scott Stevens, as County Administrator for and on behalf of the County of James City, Virginia, a political subdivision of the Commonwealth of Virginia, whose name as such is signed to the foregoing Deed dated as of the \_\_\_ day of \_\_\_\_\_, 2019, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

My Commission Expires: \_\_\_\_\_  
Notary Registration No.: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
**County Attorney**

*[Signatures continue on next pages]*



WITNESS the following signature and seal:

**GRANTOR/GRANTEE:  
CITY OF NEWPORT NEWS, VIRGINIA**

By: \_\_\_\_\_  
Cynthia D. Rohlf  
City Manager

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County and State aforesaid, do hereby certify that Cynthia D. Rohlf, as City Manager for and on behalf of the City of Newport News, Virginia, whose name as such is signed to the foregoing Deed of Easement dated as of the \_\_\_ day of \_\_\_\_\_, 2019, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

My Commission Expires: \_\_\_\_\_  
Notary Registration No.: \_\_\_\_\_

*[Signatures continue on next page]*



EXHIBIT "A"

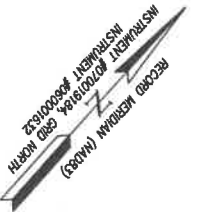
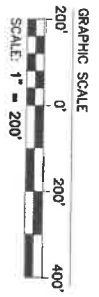
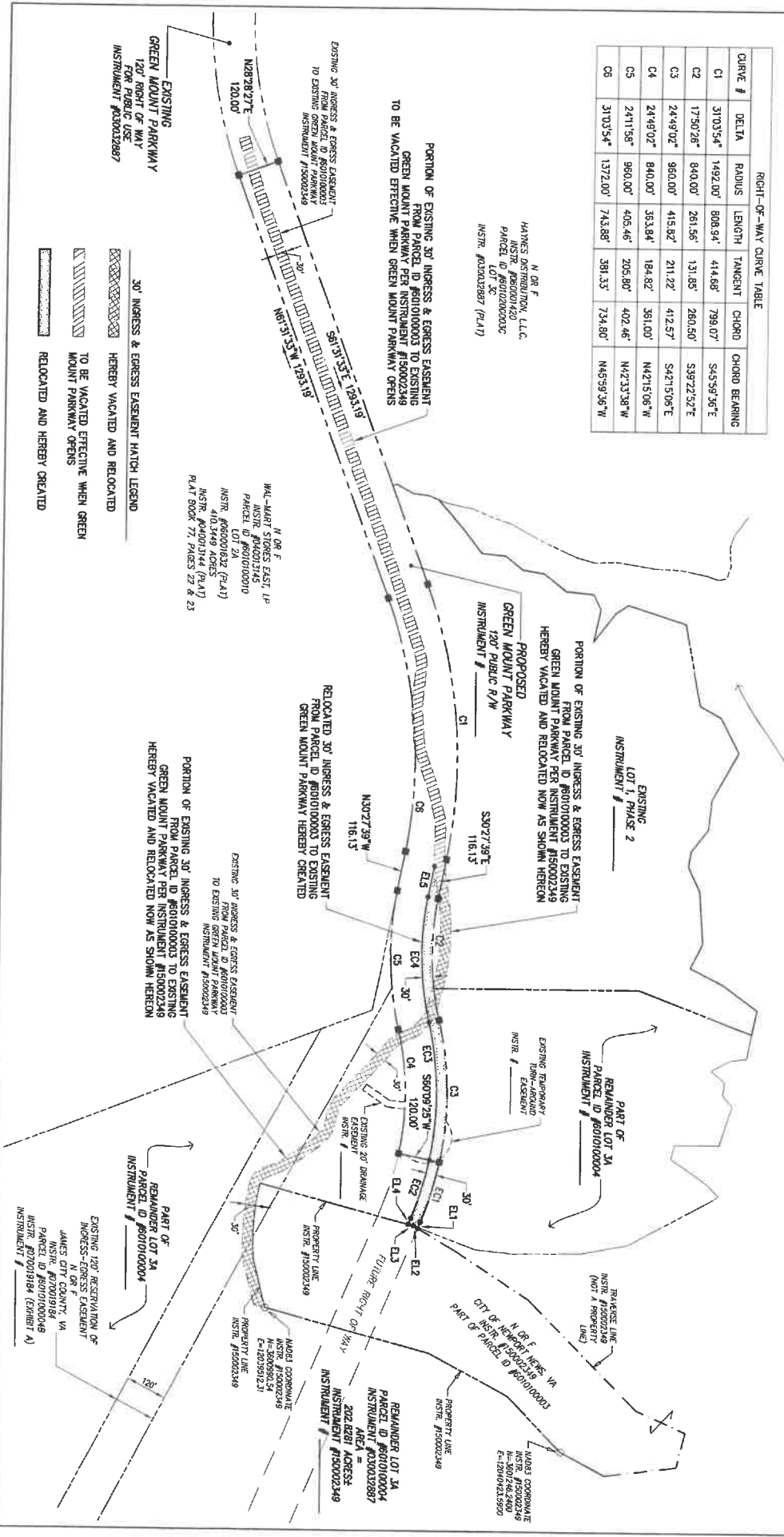
**To be attached**

EASEMENT CURVE AND EASEMENT LINE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
E1	DELTA=10°55'40"	RADIUS=960.00'	LENGTH=183.10'	TANGENT=81.83'	CHORD=182.82'	CHORD BEARING=S24°22'45"E
E2	DELTA=10°55'40"	RADIUS=960.00'	LENGTH=183.10'	TANGENT=81.83'	CHORD=182.82'	CHORD BEARING=S24°22'45"E
E3	DELTA=10°55'40"	RADIUS=960.00'	LENGTH=183.10'	TANGENT=81.83'	CHORD=182.82'	CHORD BEARING=S24°22'45"E
E4	DELTA=10°55'40"	RADIUS=960.00'	LENGTH=183.10'	TANGENT=81.83'	CHORD=182.82'	CHORD BEARING=S24°22'45"E
E5	DELTA=10°55'40"	RADIUS=960.00'	LENGTH=183.10'	TANGENT=81.83'	CHORD=182.82'	CHORD BEARING=S24°22'45"E

RIGHT-OF-WAY CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	31°03'54"	1492.00'	808.94'	414.68'	799.07'	S45°54'36"E
C2	17°50'28"	840.00'	261.56'	131.85'	280.50'	S39°22'52"E
C3	24°49'02"	860.00'	415.82'	211.22'	412.57'	S42°15'06"E
C4	24°49'02"	860.00'	363.84'	184.82'	361.00'	N42°15'06"W
C5	24°49'02"	860.00'	405.46'	205.80'	402.46'	N42°33'38"W
C6	31°03'54"	1372.00'	743.88'	381.33'	734.80'	N46°59'36"W



Rev.	Date	Description	Reviewed By



**EXHIBIT SHOWING VACATED AND RELOCATED PORTIONS OF THE 30' INGRESS & EGRESS EASEMENT FROM PARCEL ID #8010100003 TO EXISTING GREEN MOUNT PARKWAY**

PREPARED FOR GREEN MOUNT ASSOCIATES, L.L.C.

ROBERTS DISTRICT      JAMES CITY COUNTY      VIRGINIA

Project Contacts: S.B.

Project Number: W0321-09

Scale: 1" = 200'

Date: 01-31-2018

Sheet Number: 1 OF 1