

**ACTION ITEM  
BOARD OF SUPERVISORS**

**DATE:** December 16, 2008

**TO:** Board of Supervisors

**FROM:** Ron Billingsley *RB*  
Director of Public Services

**ISSUE:** Grant an Easement to Dominion Virginia Power at Fire and Rescue Station #2

**STAFF RECOMMENDATION:** N/A

**BUDGET IMPACT:** N/A

**ATTACHMENTS:** (3)

[1] Background Report [3] Reso/Ord/Proc # R08-504

[2] Right-of-Way Agreement with plat [ ] Reso/Ord/Proc #

[ ] [ ] Reso/Ord/Proc #

**REVIEW.** [X] County Administrator's Office *Ante Romanello*

[X] Legal *Joseph L. Howard Jr.*

- [ ] Consent Agenda [ ] Other Business [X] Public Hearing
- [ ] Discussion Item [ ] Presentation [ ] Unfinished Business
- [ ] New Business

**PRESENTATION BY:** Tammi Ellis  
Acting Executive Director of Administration

**ELECTION DISTRICT:** Aqua

**BACKGROUND REPORT**

Dominion Virginia Power (DVP) is requesting an easement in order to provide power to the new Fire and Rescue Station #2 on Courthouse Road. DVP will remove a power pole and place it in a different location to allow for future roadwork and sidewalk placement at the site. DVP will also provide electrical service to Fire and Rescue #2 through an underground power line, rather than overhead.

Staff recommends approval.



### Right of Way Agreement

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

COUNTY OF STAFFORD, VIRGINIA

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE")

#### WITNESSETH:

1 That for and in consideration of the sum of One Dollar (\$1 00) cash in hand paid 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, 2501 Grayland Avenue Richmond VA 23220

(Page 1 of 5 Pages)  
DVPIDNo(s) 42-08-0075  
Tax Map No 29-98, 29-99

## Right of Way Agreement

2 The easement granted herein shall extend across the lands of **GRANTOR** situated in **STAFFORD COUNTY, Virginia**, as more fully described on Plat(s) Numbered 42-08-0075, 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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DVPIDNo(s) 42-08-0075

## 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 of its 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(e) 42-08-0075

Form No. 728493A3 (Feb 2008)  
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### Right of Way Agreement

#### Virginia

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 hereto by authorized officer or agent, described below, on the date first above written

APPROVED AS TO FORM: COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
(Name)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

Title \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit

I, \_\_\_\_\_, a Notary Public in and for the State of

\_\_\_\_\_ at Large, do hereby certify that this day personally appeared before me

in my jurisdiction aforesaid \_\_\_\_\_

(Name of officer or agent)

(Title of officer or agent)

on behalf of \_\_\_\_\_ County, \_\_\_\_\_, whose name is

signed to the foregoing writing dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and

acknowledged the same before me

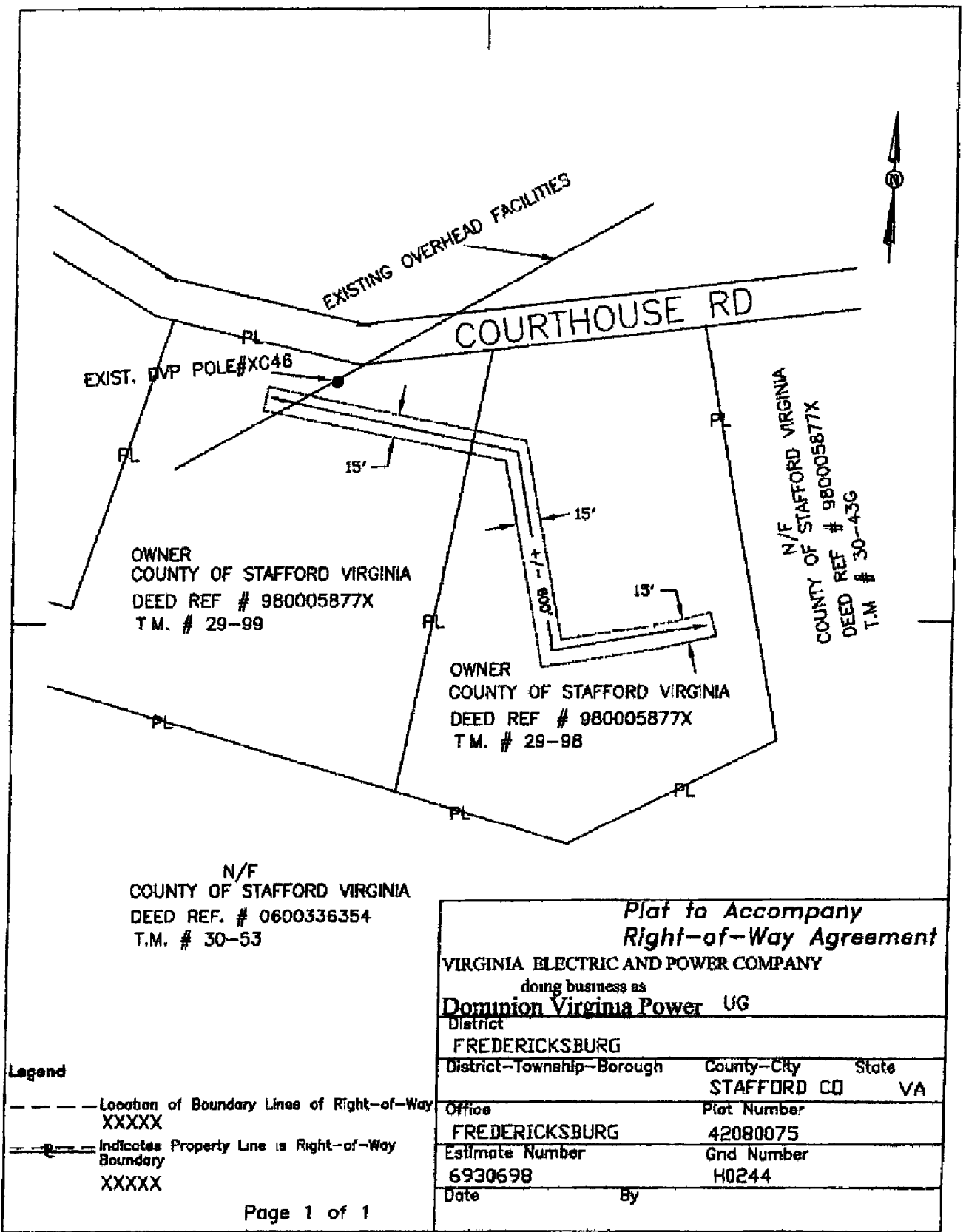
Given under my hand \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

Virginia Notary Reg No \_\_\_\_\_ My Commission Expires \_\_\_\_\_

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PROPOSED

BOARD OF SUPERVISORS  
COUNTY OF STAFFORD  
STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, Stafford County Administration Center, Stafford, Virginia, on the 16th day of December, 2008

MEMBERS

VOTE

George H. Schwartz, Chairman  
M. S. "Joe" Brito, Vice Chairman  
Harry E. Crisp II  
Mark Dudenhefer  
Paul V. Milde III  
Cord A. Sterling  
Robert "Bob" Woodson

On motion of , seconded by , which carried by a vote of , the following was adopted

**A RESOLUTION TO AUTHORIZE CONVEYANCE OF AN EASEMENT  
ON COUNTY-OWNED PROPERTY TO DOMINION VIRGINIA POWER**

WHEREAS, Dominion Virginia Power has requested an easement on County-owned property at Fire & Rescue Station #2, TM 29, Parcel 98 and TM 29, Parcel 99, and

WHEREAS, this easement is necessary for Dominion Virginia Power to provide electrical service to Fire & Rescue Station #2, and

WHEREAS, the Board has carefully considered the recommendation of staff and the testimony at the public hearing,

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 16<sup>th</sup> day of December, 2008, that the County Administrator be and he hereby is authorized to convey an easement on County-owned property located at TM 29, Parcel 98 and TM 29, Parcel 99, for the purpose of providing electrical service to Fire & Rescue Station #2

AJR RLB wwv