

**ACTION ITEM
BOARD OF SUPERVISORS**

DATE: July 1, 2008

TO Board of Supervisors

FROM Steve Crosby *DNA*
Interim Director of Utilities

ISSUE Grant an Easement to Dominion Virginia Power

STAFF RECOMMENDATION Approval

BUDGET IMPACT: N/A

ATTACHMENTS (4)

- [1] Background Report [4] Reso/Ord/Proc # R08-355
- [2] Right of Way Agreement [] Reso/Ord/Proc #
- [3] Proposed Resolution R08-356 [] Reso/Ord/Proc #

REVIEW [X] County Administrator's Office *[Signature]*
 [X] Legal *Joseph L. Howard*
 [] Budget

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

PRESENTATION BY N/A

ELECTION DISTRICT Hartwood

BACKGROUND REPORT

Dominion Virginia Power (DVP) has requested an easement to allow it to improve service reliability and decrease load demands in the Kellogg Mill Road area. DVP reports that load demands are at a critical stage and action is needed as soon as possible. DVP wants to connect two (2) radial power feeds. Several landowners, including Stafford County, have been contacted regarding granting underground easements to connect the two (2) circuits.

The parcel owned by Stafford County is shown on the attached plat as parcel 37-42C which lies just south of the Kellogg Mill Road bridge on the west side of the Abel Lake Reservoir. The requested 15-foot wide easement is shown by parallel dashed lines adjacent to the south side of the bridge. Since the new power line will be underground, and partially underwater, it will not have any adverse effect on current or future operations of the Department of Utilities.

Also included in this package are copies of the proposed Right of Way Agreement and proposed Resolution R08-356 which, if approved subsequent to the public hearing, would grant the easement to Dominion Virginia Power.

Staff recommends that the Board authorize the County Administrator to advertise a public hearing to consider public comments regarding the granting of this easement to Dominion Virginia Power.



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

("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 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 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) 00-08 0251
Tax Map No. 37-42C

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 00-08-0251, 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 _____

(Page 2 of 5 Pages)

DVPIDNo(s) 00-08-0251

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(s) 00-08-0251

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

Virginia

11 **GRANTOR** covenants that it is seized 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____

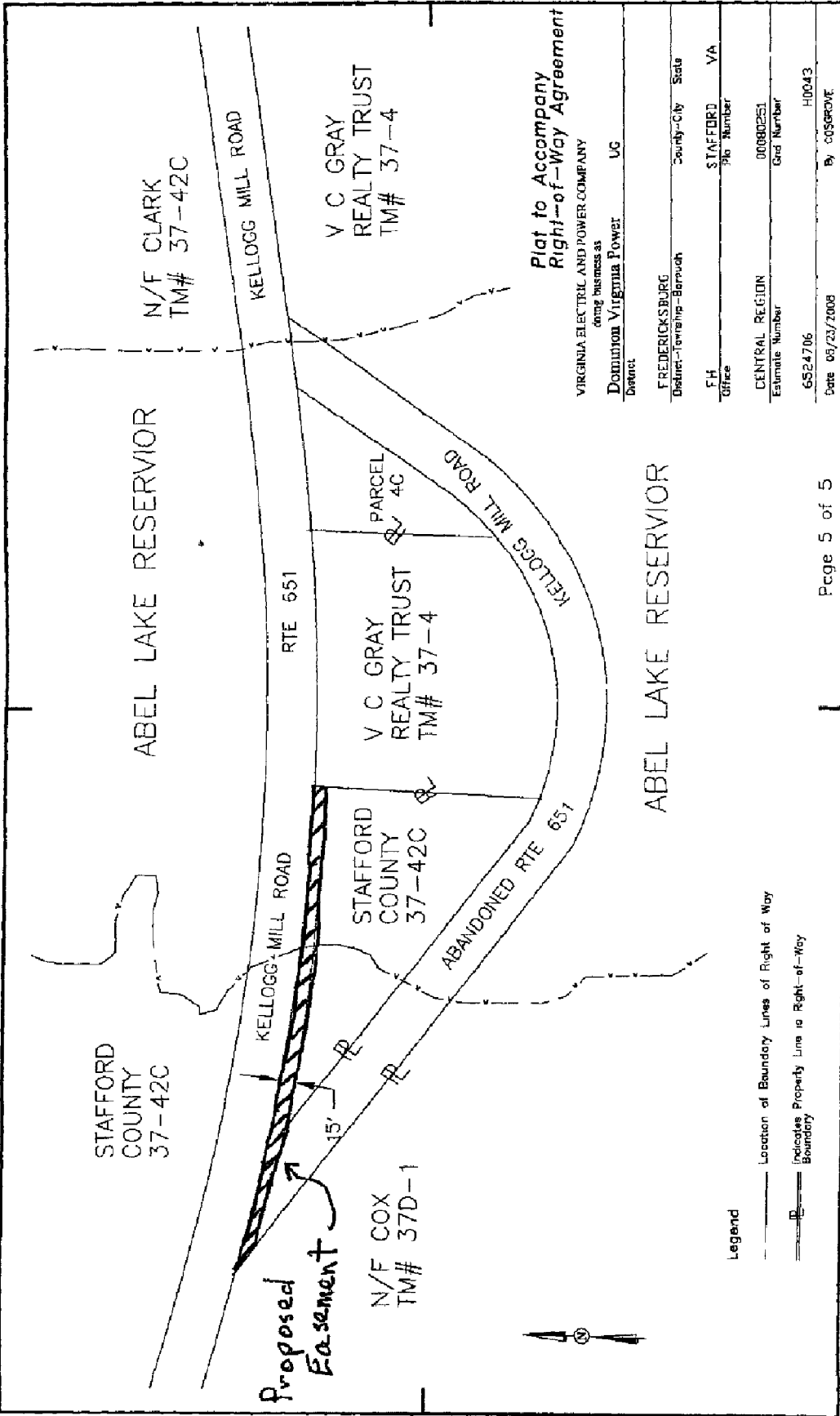
Notary Public (Print Name)

Notary Public (Signature)

Virginia Notary Reg. No. _____ My Commission Expires _____

(Page 4 of 5 Pages)

Form No. 723294A (Feb. 2008)
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Plat to Accompany Right-of-Way Agreement

VIRGINIA ELECTRIC AND POWER COMPANY
doing business as
Dominion Virginia Power, LG
District

FREDERICKSBURG
District-Territory-Borough

FH Office: STAFFORD VA
Pkg. Number: 00000251
Grid Number: 6524706
H0043

Date: 09/23/2008 By: C05809VE

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 19th day of August 2008

MEMBERS

VOTE

George H. Schwartz, Chairman
M. S. "Joe" Brito, Vice Chairman
Harry E. Crisp
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 THE COUNTY ADMINISTRATOR
TO EXECUTE AN EASEMENT AGREEMENT WITH DOMINION
VIRGINIA POWER

WHEREAS, Dominion Virginia Power has requested an easement across County property located adjacent to and below the Kellogg Mill Road bridge over the Abel Lake Reservoir to connect two (2) radial power feeds for the purpose of improving service reliability and decreasing load demands, and

WHEREAS, the granting of this easement will have no known negative impact on current or future operations of the Department of Utilities, and

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

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 19th day of August 2008, that the County Administrator be and he hereby is authorized to execute an easement agreement with Dominion Virginia Power for the extension of its power lines through County property in the vicinity of the Kellogg Mill Road bridge and identified as Parcel 37-42C

AR REB hc

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 1st day of July 2008

MEMBERS

VOTE

George H. Schwartz, Chairman
M. S. "Joe" Brito, Vice Chairman
Harry E. Crisp
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 THE COUNTY ADMINISTRATOR
TO ADVERTISE A PUBLIC HEARING REGARDING GRANTING AN
EASEMENT TO DOMINION VIRGINIA POWER

WHEREAS, Dominion Virginia Power has requested an easement across County property located adjacent to and below the Kellogg Mill Road bridge over the Abel Lake Reservoir to connect two (2) radial power feeds for the purpose of improving service reliability and decreasing load demands, and

WHEREAS, the granting of this easement will have no known negative impact on current or future operations of the Department of Utilities, and

WHEREAS, Section 15.2-1800 of the Code of Virginia (1950), as amended, requires that a public hearing be held prior to the granting of such an easement,

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 1st day of July 2008, that the County Administrator be and he hereby is authorized to advertise a public hearing to consider public comments regarding the granting of this easement to Dominion Virginia Power

AR REB hc