

MOTION:

SECOND:

RE: AUTHORIZATION TO EXECUTE A WESTERN MAINTENANCE FACILITY DEED OF EASEMENT

ACTION:

WHEREAS, the property located at 7850 Doane Drive is the site of the Potomac and Rappahannock Transportation Commission's Western Facility; and

WHEREAS, the Northern Virginia Electric Cooperative is requesting an additional utility easement due to a relocated power pole as part of the Western Facility construction; and

WHEREAS, granting the easement will not impact any future development on the site; and

WHEREAS, legal counsel has reviewed the utility easement agreement and plat.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby approve the utility easement agreement and authorizes the Executive Director to execute the deed of easement.

Votes:

Ayes:

Abstain:

Nays:

Absent from Vote:

Alternate Present Not Voting:

Absent from Meeting:



July 11, 2019

TO: Madam Chair Anderson and PRTC Commissioners

FROM: Betsy Massie *Betsy Massie*
Director of Grants & Project Management

THROUGH: Robert A. Schneider, PhD *RSchneider*
Executive Director

SUBJECT: Authorization to Execute a Western Maintenance Facility Deed of Easement

Recommendation:

Authorize the Executive Director to execute a Western Maintenance Facility deed of easement.

Background:

The property located at 7850 Doane Drive is the site of the Potomac and Rappahannock Transportation Commission's (PRTC) Western Maintenance Facility. The Northern Virginia Electric Cooperative (NOVEC) is requesting an additional utility easement to accommodate an electric power pole that had to be relocated. The granting of the easement will not impact any future development of the site. The deed has been reviewed by legal counsel.

Fiscal Impact:

Not applicable

Attachments: Easement and Right-of-Way Agreement
Property Plat

NORTHERN VIRGINIA ELECTRIC COOPERATIVE
EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT is made
May 13, 2019 between **POTOMAC AND RAPPAHANNOCK TRANSPORTATION**
COMMISSION, hereinafter called "Owner" and **NORTHERN VIRGINIA**
ELECTRIC COOPERATIVE, a Virginia corporation, hereinafter called
"Cooperative."

WITNESSETH:

That for the sum of One Dollar (\$1.00), and other valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, Owner grants unto Cooperative, its successors and assigns, a perpetual easement and right of way to install, lay, construct, operate, repair, alter and maintain underground conduit and cable lines for transmitting and distributing electric power, and for telephone, television and other communication purposes, including all cables, switchgear, transformer enclosures, meters, ground connections and supports and poles for lights and streetlights, and accessory equipment desirable in connection therewith ("Facilities"), under and/or upon and across the lands of Owner situated in **Prince William** County, Virginia, (the "Property") as shown on Plat Number **2019-0167**, dated **5/11/2019**, being attached hereto and hereinafter known as the "Easement." The location and width of the Easement shall be as shown on said plat.

Owner further grants to Cooperative, a perpetual "Service Easement" to the proposed improvement on each lot now or hereafter created on the Property. The Cooperative may select one location on each lot for the Service Easement. The Service Easement shall be fifteen (15) feet in width, the center line of which shall be the Facilities as installed.

Prepared by and Return to:
Northern Virginia Electric Cooperative
5399 Wellington Branch Drive
Gainesville, Virginia 20155-1616
Attn: Right of Way Department
703-754-6700

TAX MAP# / GPIN# 7597-41-7809

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The Facilities erected hereunder shall remain the property of Cooperative. Cooperative shall have the right to inspect, rebuild, remove, repair, improve and relocate within the Easement and Service Easement, and to make such changes, alterations, substitutions, additions in and to or extensions of its Facilities as Cooperative may from time to time in its sole discretion deem advisable, including but not limited to the right to increase or decrease the number of cables, switchgear, transformer enclosures and accessory equipment, and to increase or decrease the size of the cables and voltage carried by said cables.

Cooperative shall at all times have the right to keep the Easement and Service Easement clear of all trees, limbs, shrubbery and undergrowth, and to keep the Easement and Service Easement clear of all buildings and structures, except fences. Cooperative shall have the right to cut all trees and limbs outside of the Easement and Service Easement that may, in falling, endanger the safe, proper and efficient operation of Cooperative's Facilities. All trees and limbs cut and/or chipped by the Cooperative at any time, shall remain the property of Owner. Trees shall be cut into lengths of not less than four feet and shall be placed in piles along said Easement and Service Easement.

Owner, his successors and assigns, may use the land within the Easement and Service Easement for any purpose not inconsistent with the rights hereby granted and provided such use does not interfere with, or endanger the construction, operation, or maintenance of Cooperative's Facilities. Sidewalks, driveways, private streets and parking lots may be constructed on the underground Easement and Service Easement if Cooperative's Facilities are installed in conduit, or if not installed in conduit, may cross the underground Easement or Service Easement at an angle of no less than forty-five degrees and in a manner that does not interfere with the exercise of the rights granted to Cooperative and provided no excavations shall exceed six (6) inches, no fills shall exceed six (6) inches and no storage of water may be made thereon.

Cooperative shall have the right of ingress to and egress from the Easement and Service Easement over the lands of Owner adjacent to the Easement and Service Easement, such right to be exercised in such manner as shall occasion the least practicable damage or inconvenience to Owner.

Cooperative shall repair damage to roads, fences, and other such improvements which are not inconsistent with the rights granted hereto. Cooperative shall repair or shall pay Owner, at Cooperative's discretion, for other physical damage done in the process of the construction, inspection, or maintenance of Cooperative's Facilities, or in the exercise of its right of ingress or egress provided Owner gives written notice thereof to Cooperative within thirty days after such damage occurs.

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 of 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.

Owner covenants that it is seized of and has the right to convey said Easement and Service Easement. Cooperative shall have quiet and peaceable possession, use and enjoyment of the Easement and Service Easement, rights and privileges hereby granted.

IN WITNESS WHEREOF, the following signature(s) and seal(s).

Potomac and Rappahannock Transportation Commission

Signature: _____

Print name: _____

Print title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of

_____, 2019, by _____ as

(Name)

_____, for Potomac and Rappahannock Transportation Commission.

(Title)

Notary Public (Signature and Seal)

My Commission expires _____

Notary Public (Printed Name)

