

ITEM 8-C
February 7, 2019
PRTC Regular Meeting
Res. No. 19-02-__

MOTION:

SECOND:

**RE: AUTHORIZATION TO EXECUTE WESTERN MAINTENANCE FACILITY DEED
 OF EASEMENTS**

ACTION:

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

WHEREAS, Washington Gas Light Company (WGL) and the Northern Virginia Electric Cooperative (NOVEC) are requesting utility easements to allow for new service installations as part of the Western Facility construction and to provide service to the buildings; and

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

WHEREAS, legal counsel is reviewing the deeds of easement to ensure they are sufficient as to legal form.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission authorize the Executive Director to execute the deed of easement once legal counsel is satisfied they are sufficient as to legal form.

Votes:

Ayes:

Nays:

Abstain:

Absent from Vote:

Alternate Present Not Voting:

Absent from Meeting:



February 7, 2019

TO: Chairwoman Anderson and Commissioners

FROM: Betsy Massie *Betsy Massie*
Director, Grants and Project Management

THROUGH: Robert Schneider, PhD *[Signature]*
Executive Director

RE: Authorization to Execute Western Maintenance Facility Deed of Easements

Recommendation:

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

Background:

The property located at 7850 Doane Drive is the future site of the Potomac and Rappahannock Transportation Commission's (PRTC) Western Maintenance Facility. Washington Gas Light Company (WGL) and the Northern Virginia Electric Cooperative (NOVEC) are requesting utility easements to provide new utility services to the Western Facility.

The granting of the easement will not impact any development of the site and has been coordinated with the construction currently taking place on the site. The deeds are being reviewed by legal counsel is reviewing the deeds of easement to ensure they are sufficient as to legal form.

Attachments: As stated

Fiscal Impact:

NA

Easement
Instructions

Unauthorized changes will be rejected

EASEMENT CHECK LIST:

- VERIFY YOUR OR ENTITY'S NAME IS SPELT CORRECTLY
- PRINTED **SINGLE** SIDED
- SIGN IN **BLACK** OR **BLUE** INK
- COMPLETE ALL FIELDS
- NOTARY STAMP MUST BE **CLEAN AND LEGIBLE** OR YOU WILL BE ASKED TO REDO AT YOUR OWN EXPENSE

Returning the document:

The **ORIGINAL** signed and notarized document must be sent to NOVEC for recording with the county.

You may return the signed easement to your NOVEC Designer or to:

NOVEC
Attn: Right-of-Way Department
5399 Wellington Branch Drive
Gainesville, VA 20155

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

THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT is made
December 14, 2018 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 **2018-0495**, dated **12/14/2018**, 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

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

_____, 2018, by _____ as

(Name)

_____, for Potomac and Rappahannock Transportation Commission.

(Title)

Notary Public (Signature and Seal)

My Commission expires _____

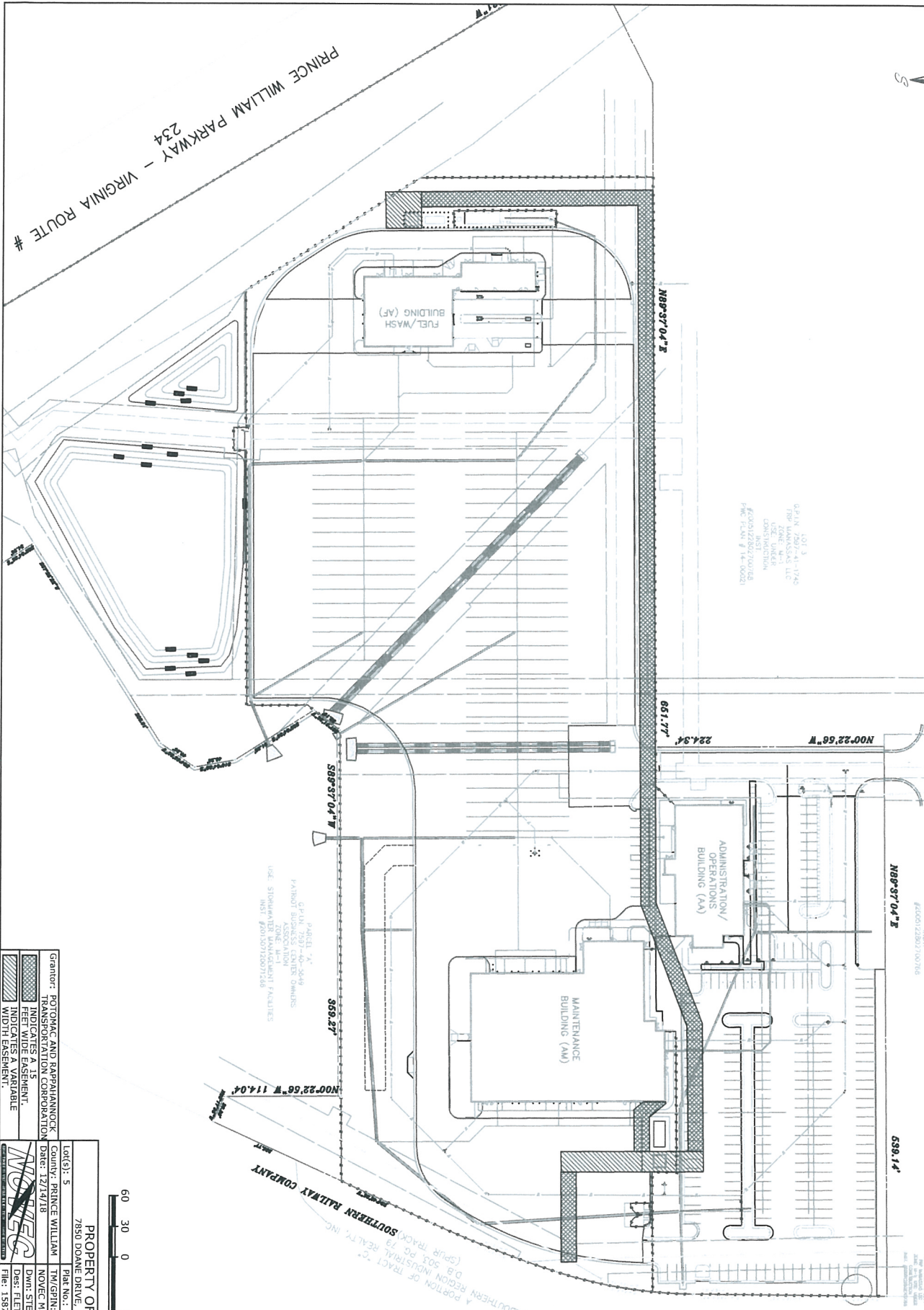
Notary Public (Printed Name)



LOT 3
G.P.N. 7597-41-1740
FBI MANASSAS, LLC
ZONE: M-1
USE: INDUSTRIAL
CONSTRUCTION
COMMITMENT
#000120071007018
PMC PLAN # 14-00021

LOT 4
G.P.N. 7597-41-6254
FBI MANASSAS, LLC
ZONE: M-1
USE: INDUSTRIAL
CONSTRUCTION
COMMITMENT
#000120071007018

A PORTION OF TRACT "C"
INDUSTRIAL REALTY, INC.
D.B. SOL. PG. 79



PROPERTY OF PRIC

Grantor: POTOMAC AND RAPPAHANNOCK TRANSPORTATION CORPORATION	Lot(s): 5
County: PRINCE WILLIAM	Plat No.: 2018-0495
Date: 12/14/18	TM/GPIN: 7597-41-7809
NOPEC Map No.: 372-14-3-038	Dwn: STEPANUS W.O.: 158703
Dwn: FLETCHER	Scale: 1"=60'
File: 158703	Sheet: 1 OF 1

INDICATES A VARIABLE WIDTH EASEMENT.



Washington Gas

EASEMENT

THIS EASEMENT made and entered into this ____ day of _____, 2019, by and between **POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION, party of the second part**, executors, administrators, legal representatives, successors and assigns (hereinafter called Owner or Owners) and **WASHINGTON GAS LIGHT COMPANY**, a corporation, its successors and assigns (hereinafter called the Company).

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the Owner does hereby grant and convey to the Company, its successors and assigns, a perpetual exclusive easement and right of way (Easement) **6' Feet** in width, for the purposes of laying, constructing, maintaining, operating, removing, replacing, altering, extending, repairing, and increasing or decreasing in size a gas pipeline or pipelines, service pipes, valves, regulators and accessory equipment (Equipment), as well as wire or fiber optic communication cable, in through and across its property described and recorded by deed dated **9th day of July, 2013**, from **FRP MANASSAS LLC, a Maryland limited liability company, party of the first part**, to Owner, and recorded in **Instrument# 201307180073227** of the land records of **Prince William** County In the State of: **Virginia**, the gas pipeline to be installed along a line as described on Drawing No. **BCA-290462-1a**, attached hereto and made a part hereof.

GPIN / Parcel ID / Tax Map No: **7597-41-7809**

Washington Gas Light Company
Gas Transportation Unit
Sales Department 3rd Floor
6801 Industrial Road
Springfield, VA 22151

BCA# **290462**
WR# **3430820**
QUAD MAP# **BY-015-SW**



Washington Gas

The Easement is subject to the following conditions:

1. The Equipment shall be and remain the property of the Company.
2. The Company and its agents shall have full and free use of the Easement for the purposes named, including the right of access to and from the Easement; and, in addition, the Company shall have the right during the period of original construction of the Equipment, to use additional space, as needed, for construction use only.
3. The gas pipeline and service pipes shall be installed below cultivation and regulators and accessory equipment may be above the surface and the Owner reserves the right to construct and maintain private roadways and fences over the Easement without restricting the Company access to the easement and to make any use of the Easement herein granted not inconsistent with the rights herein conveyed to the Company or with the use of the Easement by the Company for the purposes named. Uses inconsistent with the easement include, but are not limited to, the erection of any building or other structure within the Easement, the making of a fill or an excavation on the Easement, or the inundation of the Easement, without written approval of the Company.
4. The Company shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in the Easement deemed by the Company to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the Company at its own expense shall restore, as nearly as possible, the property to its original condition, including the back filling of trenches, the replacement of fences, and the reseeding of lawns or pasture areas, but not the replacement of structures, trees, or other obstructions.



Washington Gas

5. The Owner warrants generally said Easement and will execute such further assurances thereof as the Company may request.

6. The Company shall pay the Owner actual damages that may arise from the original construction, maintenance, replacement, operation and removal of said Equipment.

*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.

IN WITNESS the following signature(s):

By: Signed Name: _____

Printed Name: _____

Title: _____

By: Signed Name: _____

Printed Name: _____

Title: _____

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____.

My Commission expires: _____

Notary Public

6' WGLCO ESMIT

PROPERTY

6' WGLCO ESMT

**ADMINISTRATION/
OPERATIONS
BUILDING (AA)**

CURE

R #2 (SEE DETAIL)

15:1827 AC
COUNTY RECORDS

- ENDS: PERMANENT-LOCATED/LABELLED
- THE N & TEMP DE-LABELLED
- FITTINGS VERIFIED/LOCATED
- (TEES, BENDS, VALVES, ETC.)
- DRY OR GASSED OUT INFO
- FOOTAGE INSTALLED
- MATCHES DRAFT/FIELD ORDER

8. _____ 12. _____
OTHER: _____

COUNTING	
TEES	_____
VALVES	_____
END CAPS	_____
90° ELB	_____
45° ELB	_____
OTHER:	_____

**Washington
Gas**
ED Gas Transportation
6801 Industrial Rd
Springfield, VA 22151
Tel: 703-750-1000
Fax: 703-750-4527

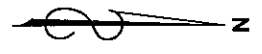
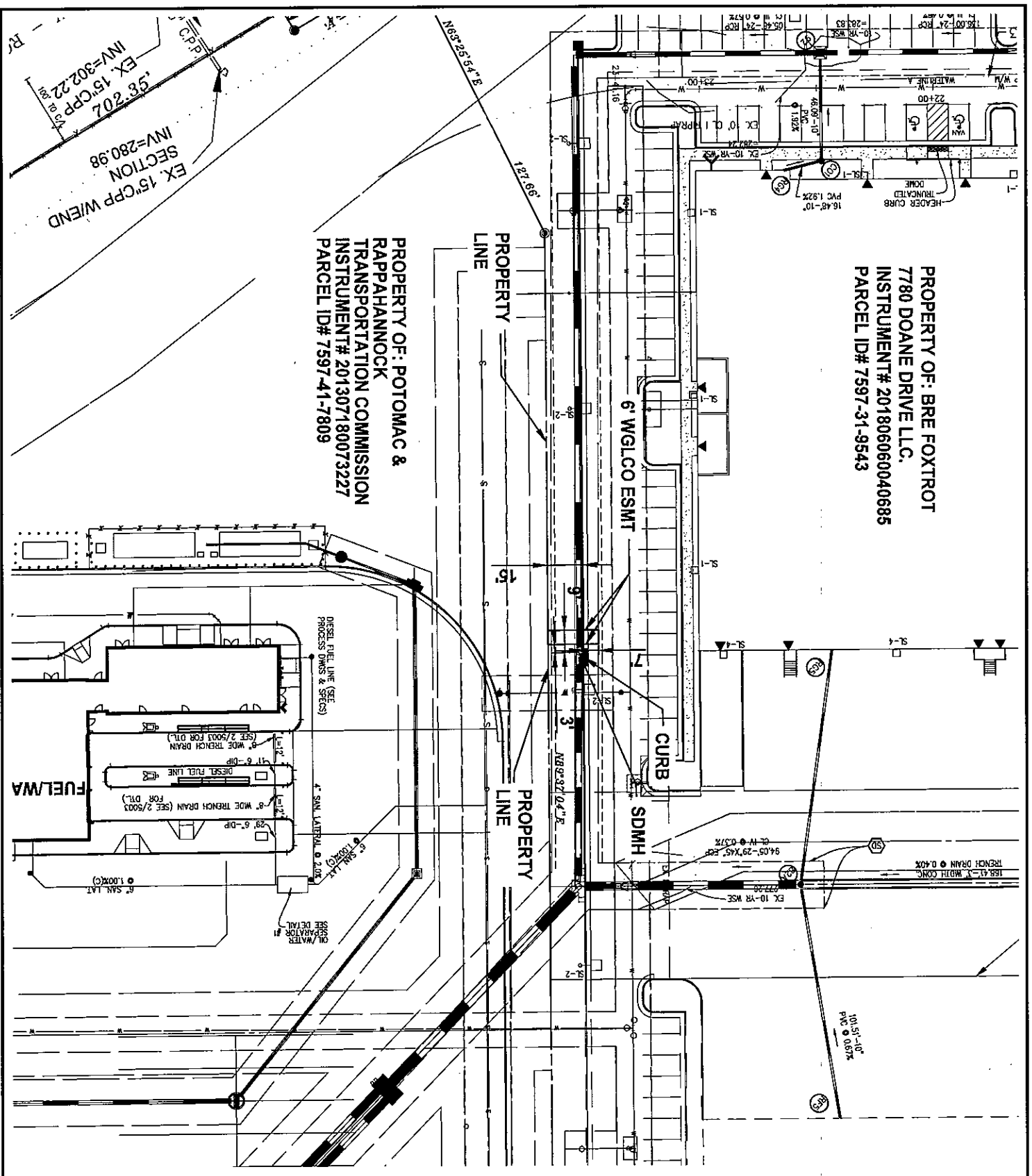
Safety Sector:	00053	ADC Map:	5755EC3
Quad Map:	W7015-SW	Tax Map:	7357
Scale:	NO-SCALE	WMIS #:	
Drawn by:		Date:	10/20/18
Checked by:	S. HARRITY	Date:	11/20/18
WR / WO Number:			
3430820 MAOS			

**PRTC MAINTENANCE
& OPERATIONS FACILITY
DOANE ROAD**

Job Status:
EASEMENT DRAWING ONLY

Drawing Number:
BCA-290462-1a

Sheet Number:




AS BUILT CHECKLIST	
PIPE LOCATED	_____
ENDS: PERMANENTLY LOCATED / LABELED	_____
TE IN & TEMP. RECORDED	_____
TESTED: PRESSURE, FLOW, ETC.	_____
TEST: BACKWASH, VALVES, ETC.	_____
DRY OR CISTERN OUT FLOW	_____
FOOTAGE INSTALLED	_____
MATERIALS PROVIDED ORDER	_____

TOTAL FOOTAGE INSTALLED	
1" _____	4" _____
2" _____	6" _____
OTHER: _____	_____

MATERIAL CHECKLIST	
COULPLINGS	_____
TEES	_____
VALVES	_____
END CAPS	_____
4\"/>	


TOTAL FOOTAGE INSTALLED _____
F. _____
L. _____
OTHER: _____

Easement Drawing Only



Washington Gas

Gas Transportation
6801 Industrial Rd
Springfield, VA 22161
Tel: 703-750-1000
Fax: 703-750-4527



PRTC MAINTENANCE & OPERATIONS FACILITY
DOANE ROAD

PRINCE WILLIAM COUNTY, VA.

Job Status:
EASEMENT DRAWING ONLY

Drawing Number:
BCA-290462-2a

Sheet Number:
2 of 2

Quad Map: 5754C2
Tax Map: 7311
Scale: 1"=40'-0"
WMIS #: _____

Drawn by: _____
Date: _____

Checked by: _____
Date: 10/20/13

WR / WO Number: 3430820 MAOS