

**MOTION:**

**SECOND:**

**RE:               APPROVAL AND AUTHORIZATION TO EXECUTE A WESTERN MAINTENANCE FACILITY  
DEED OF EASEMENT TO VERIZON SOUTH, INC.**

**ACTION:**

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

**WHEREAS**, Verizon South, Inc. is requesting an easement on the north portion of the property to provide internet access to the site; and

**WHEREAS**, granting the easement will not impact construction or future operation on the site; and

**WHEREAS**, legal counsel has reviewed the deed of easement and plat.

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

**Votes:**

**Ayes:**

**Nays:**

**Abstain:**

**Absent from Vote:**

**Alternate Present Not Voting:**

**Absent from Meeting:**



February 13, 2020

TO: Chair Franklin and PRTC Commissioners

FROM: Betsy Massie  
Director of Grants and Project Management

A handwritten signature in blue ink, appearing to read "Betsy Massie", is placed over the name in the "FROM:" line.

THROUGH: Robert A. Schneider, PhD  
Executive Director

A handwritten signature in blue ink, appearing to read "R. Schneider", is placed over the name in the "THROUGH:" line.

SUBJECT: Approval and Authorization to Execute a Western Maintenance Facility Deed of Easement to Verizon South, Inc.

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Recommendation:

Approve and authorize the Executive Director to execute a Western Maintenance Facility deed of easement.

Background:

The property, located at 7850 Doane Drive, Manassas, VA, is the future site of the Potomac and Rappahannock Transportation Commission's (PRTC) Western Maintenance Facility. Verizon South Inc., is requesting a utility easement at the entrance from Doane Drive to the administration building on the north side of the property to provide internet access to the site. The granting of the easement will not impact construction or any future operation of the site. The deed of easement has been reviewed by legal counsel.

Fiscal Impact:

Not applicable

Attachments: As stated

**After Recording Mail To:**  
**VERIZON SOUTH INC.**  
9401 Peabody St  
Manassas, VA 20110



**Document Prepared By:**  
**VERIZON SOUTH INC./RJE**  
9401 Peabody St  
Manassas, VA 20110

TAX MAP/GPIN PARCEL I.D. NO:

**GPIN#:**  
**7597-41-7809**

## DEED OF EASEMENT

THIS DEED OF EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **POTOMAC RAPPAHANNOCK TRANSPORTATION COMMISSION**, a Virginia corporation, **14700 POTOMAC MILLS RD, WOODBRIDGE, VA 22192** herein after called Grantor and **VERIZON SOUTH INC.**, a Virginia corporation, its successors, assigns lessees and agents, herein after called Grantee.

### W I T N E S S E T H:

For and in consideration of One Dollar (\$1.00) cash in hand paid unto Grantor and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors, assigns, lessees and agents, a perpetual non-exclusive easement and right of way (the "Easement") to install, construct, operate, maintain, inspect, improve, relocate, alter, replace and remove a communication system for Grantee to provide all services that the facilities can support, including telephone services, broadband internet services, and multi-channel video services (collectively the "Services"). This system may consist of such poles, wires, crossarms, fiber optic cables, conduits, manholes, fixtures, marker poles, buried cables and other appurtenances and other associated fiber optic equipment (the "Facilities"), as Grantee may from time to time require access, upon, under, across and over Grantor's real property being located in the District of **GAINESVILLE**, County of **PRINCE WILLIAM**, Commonwealth of Virginia more particularly identified as "**POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION - GPIN#:7597-41-7809**" (the "Property") as shown and described on a plat identified as "Exhibit A", 133-05-C3-7850 attached hereto and made a part hereof (the "Easement Area").

Said Easement is hereby granted and conveyed unto Grantee together with the following rights and covenants:

- (1) Grantee shall have the right of ingress and egress over, upon and across Grantor's private roads on the property, to and from the communications system and Easement, including the right to temporarily open and close fences, for the purposes of exercising the rights herein granted.
- (2) Grantee shall have the right to trim, cut and remove trees, shrubbery, undergrowth and other obstructions within the Easement Area which interfere with or threaten the efficient and safe operation, construction or maintenance of it facilities or impedes the access thereto.
- (3) Grantor further grants unto Grantee, a Service Easement to the proposed improvement on each lot now or hereafter created on the Property (the "Service Easement"). Grantee may select one location on each lot for the Service Easement. The Service Easement shall be **10'** in width, the centerline of which shall be the communications system facilities as installed.
- (4) The communications system constructed hereunder is and shall remain the property of the Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, remove and relocate its communications system, or any part thereof, within the Easement Area, and may make such changes, alterations, substitutions, additions in and to or extensions of its facilities as it deems advisable without the prior consent of the Grantor.
- (5) During periods of actual construction, Grantee shall have the temporary right to use Grantor's property lying adjacent to the Easement Area.
- (6) 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.

- (7) Grantee, its successors and assigns agree to relocate Grantee's facilities, at Grantor's expense, to a new easement, suitable to Grantee and provided or obtained by Grantor at Grantor's expense, at the request of the Grantor; provided, however, that the new easement is provided or obtained and Grantor provides Grantee notification of required relocation, in writing, at least ninety (90) days prior to required completion of relocation.
- (8) The Grantee, after constructing, inspecting or maintaining its facilities, shall restore the property as nearly as reasonably practicable to the condition of the property existing immediately prior to the commencement of the work to construct, inspect or maintain its facilities. Grantee shall be liable for all physical damages resulting from its own exercise of the rights granted hereunder, except where such damage is not attributable to the actions of the Grantee, including, but not limited to, those damages resulting from the forces of nature, and/or other causes beyond the control of Grantee; provided, however, that Grantee is notified of any damage in writing by Grantor within thirty (30) days of completion of Grantee's activity within the Easement Area.
- (9) Grantor covenants that it is seized of the Property and has the right to convey the Easement, rights and privileges herein conveyed to Grantee and that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easement, rights and privileges hereby granted.

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

**POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION**

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Signature

Title:\_\_\_\_\_

COMMONWEALTH OF VIRGINIA:

**County/City of \_\_\_\_\_; to wit:**

I, \_\_\_\_\_, a Notary Public in and for the jurisdiction aforesaid do hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ did personally appear before me and acknowledge the foregoing writing dated \_\_\_\_\_ in the jurisdiction aforesaid this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

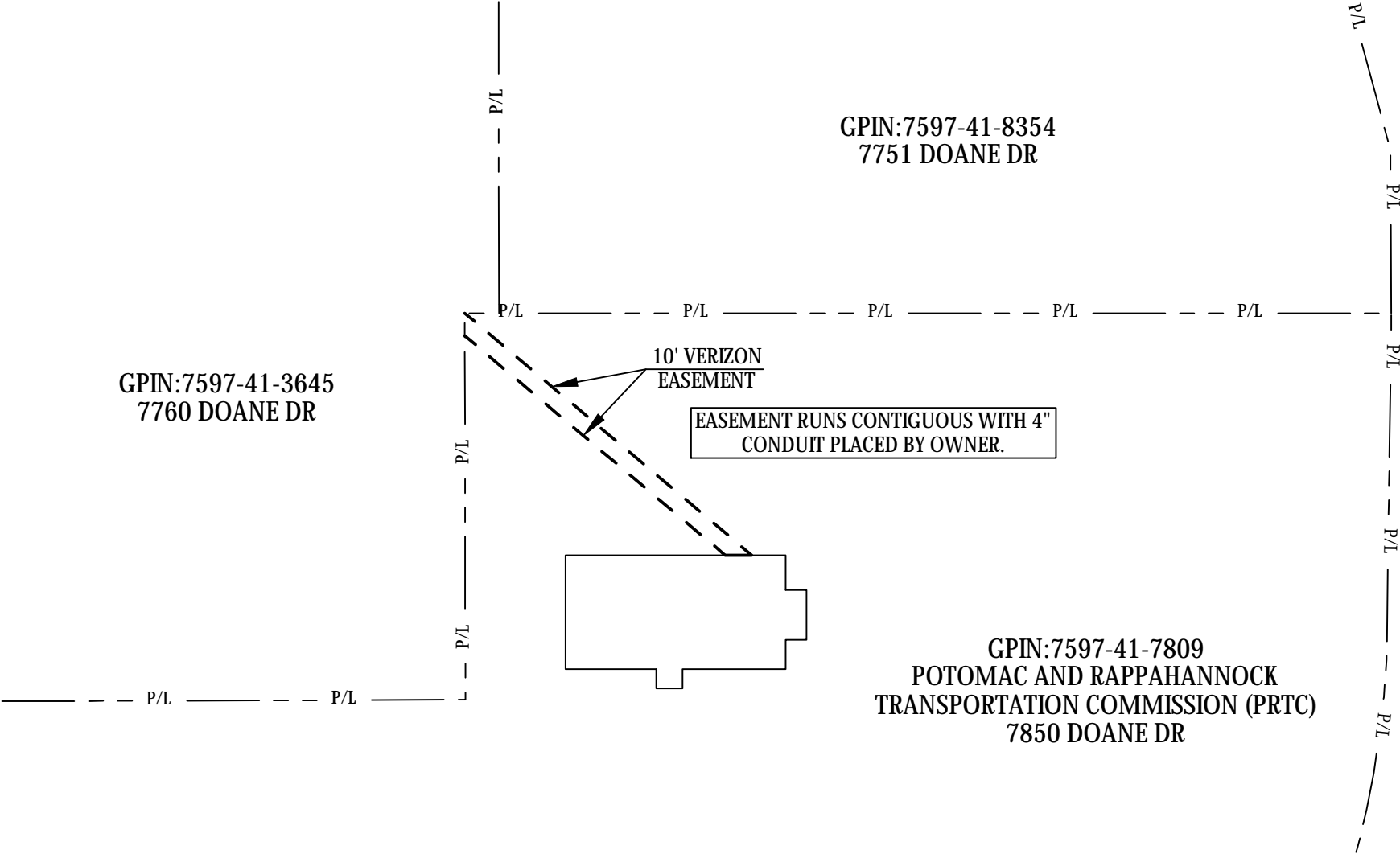
Notary Public Name:\_\_\_\_\_

My Commission expires:\_\_\_\_\_


Notary Public Signature:\_\_\_\_\_

Notary Registration No.:\_\_\_\_\_

EXHIBIT "A"



VERIZON RIGHT-OF-WAY EXHIBIT "A"	
DENOTES P/L AND/OR PROW	
— — — P/L — — —	
— — — — VZ 10' EASEMENT = VERIZON 10' EASEMENT	

VERIZON SOUTH INC.						
PLAT NUMBER: 133-05-C3-7850						
PROPERTY OF: POTOMAC AND RAPPAHANNOCK (PRTC)						
LOCATION: 7850 DOANE DR						
TAX DISTRICT: GAINESVILLE						
DATE: 01/29/2020		REV. DATE:		SCALE: NTS		
FILE:	8754-7PFBB5A	DRWN	ENG	APRVD	PRINT	
		RJE	RJE		3 OF 3	