

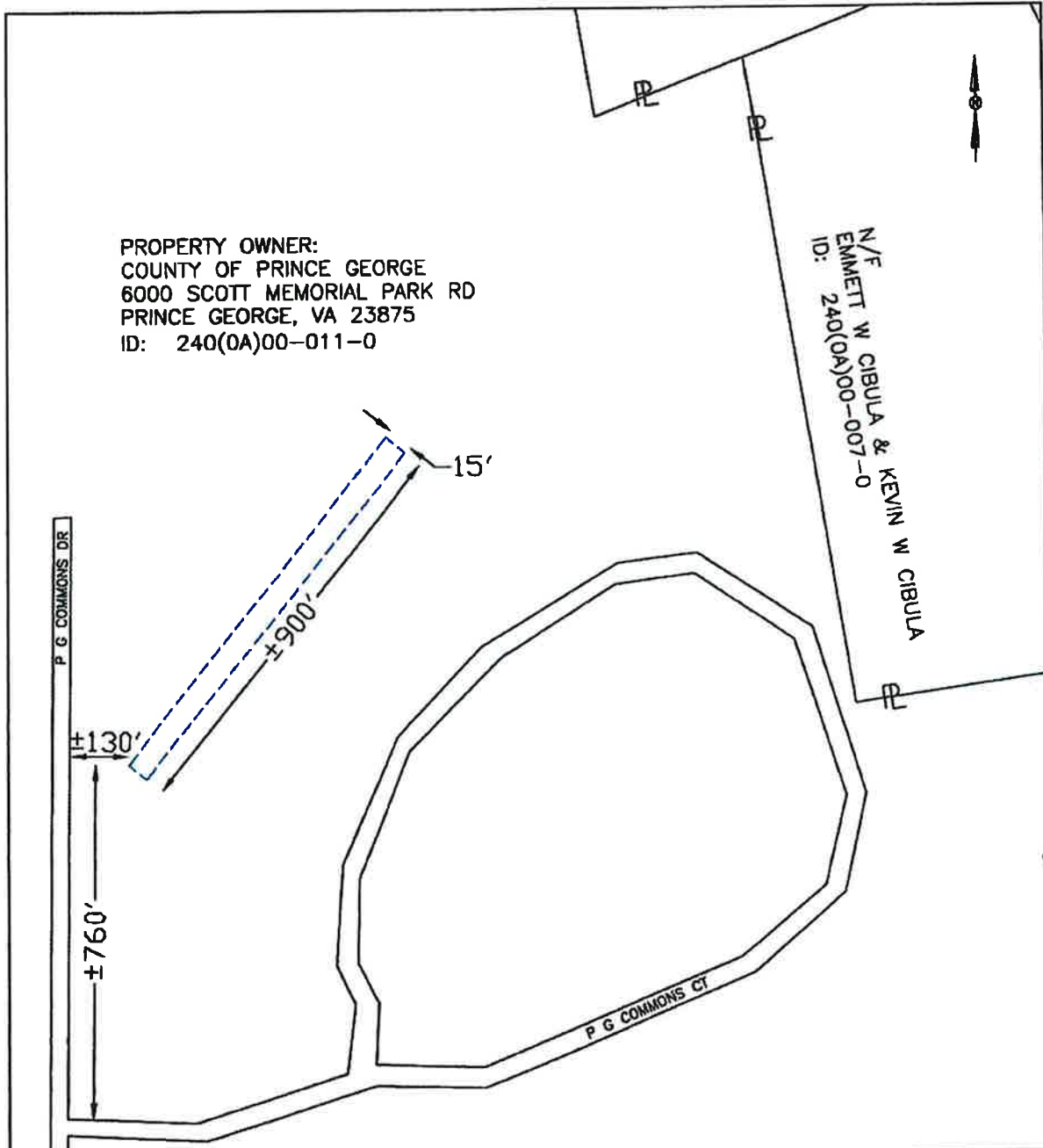
**RESUME**

**August 13, 2019**

**PUBLIC HEARING TO CONSIDER THE CONVEYANCE  
OF AN EASEMENT TO DOMINION ENERGY  
TO EXTEND ELECTRICAL SERVICE IN SCOTT PARK**

Dominion Energy has requested that the County convey an easement to them in Scott Park in order to extend electrical service to the leased area being developed by Tree Time Adventures. (see attached plat). The Board must make a motion to approve conveying the easements to Dominion Energy after the conclusion of the public hearing.

Staff recommends approval of Conveyance.



PROPERTY OWNER:  
 COUNTY OF PRINCE GEORGE  
 6000 SCOTT MEMORIAL PARK RD  
 PRINCE GEORGE, VA 23875  
 ID: 240(OA)00-011-0

N/F  
 EMMETT W CIBULA & KEVIN W CIBULA  
 ID: 240(OA)00-007-0

<b>LEGEND</b> Location of Boundary Lines of Right-of-Way 15' in Width. Indicates Property Line is Right-of-Way Boundary	District <b>02</b>	Scale NTS	<b>PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT</b> VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b> Page 5 of 5
	District-Township-Borough PRINCE GEORGE	County-City PRINCE GEORGE VA	
	Office PETERSBURG	Plot Number 02-19-0033	
	Estimate Number 10291544	Grid Number M0535	
DATE 05.10.2019	BY E. DRUMMOND		OWNER INITIALS _____



## Right of Way Agreement

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

COUNTY OF PRINCE GEORGE

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

### WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained 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, above 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, PO Box 26666, Richmond, VA 23261 .

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VAROW No(s). 02-19-0033

Tax Map No. 240(OA)00-011-0

Form No. 728493-1 (Feb 2019)  
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## Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in **PRINCE GEORGE COUNTY, Virginia**, as more fully described on Plat(s) Numbered **02-19-0033**, 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 and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, 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: \_\_\_\_\_

## 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 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: \_\_\_\_\_



# Right of Way Agreement

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

APPROVED AS TO FORM: COUNTY OF PRINCE GEORGE  
By: \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_ Title: \_\_\_\_\_

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

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 PRINCE GEORGE County, Virginia, whose name is

signed to the foregoing writing dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and  
acknowledged the same before me.

Given under my hand \_\_\_\_\_, 20 19\_\_\_\_

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

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

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ROW No(s) 02-19-0033

(Notary Seal Here)

**NOTICE OF PUBLIC HEARING  
COUNTY OF PRINCE GEORGE**

Notice is hereby given to all interested persons that the Prince George County Board of Supervisors will hold a joint public hearing on Tuesday, August 13, 2019, beginning at 7:30 p.m. in the Board of Supervisors Meeting Room, Third Floor of the County Administration Building, 6602 Courts Drive, Prince George, Virginia, (located at the intersection of Laurel Springs Road and Courts Drive in the County Government Complex) pursuant to Title 15.2-1800, Code of Virginia (1950), as amended, to consider:

Dedication of an easement to Dominion Energy to extend electrical service in Scott Park in order to serve the area being leased to Tree Time Adventures.

A copy of the plat of the proposed dedication is available for review in the Office of the County Administrator/Clerk to the Board of Supervisors, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia, Monday through Friday from 8:30 a.m. until 5:00 p.m.; Tel. 722-8600. All interested persons shall be given an opportunity to be heard.

Percy C. Ashcraft  
County Administrator

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Percy C. Ashcraft  
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