

# Issue Analysis Form



**Date:** February 22, 2022  
Acceptance of Right-of-Way  
Agreement with Dominion  
Energy

**Item:**

**Lead Department(s):** County Attorney

**Contact Person(s):** Dan Whitten

## Description and Current Status

Dominion Energy has requested the County convey a 15' right of way to them at the end of Scott Memorial Park Road, Tax Map Parcel 240(0A)00-011-A, to construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one of more lighting supports and lighting fixtures in regards to the Fleet Garage Expansion. (See attached plat and Agreement).

Staff recommends that the Board approve a Resolution accepting a Right of Way Agreement with Dominion Energy to extend 3ph power to the Fleet Garage Expansion project.

Sample Motion: I move that the Board authorize the Interim County Administrator to sign the Right of Way Agreement with Dominion Energy.

## Government Path

<b>Does this require IDA action?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Does this require BZA action?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Does This require Planning Commission Action?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Does this require Board of Supervisors action?</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Does this require a public hearing?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>If so, before what date?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## Fiscal Impact Statement

## County Impact

## Notes

Board of Supervisors  
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia, this 22<sup>nd</sup> day of February, 2022:

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Present:

Marlene J. Waymack, Chair  
Donald Hunter, Vice Chair  
Floyd M. Brown, Jr.  
Alan R. Carmichael  
T. J. Webb

Vote:

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On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, which carried unanimously, the following Resolution was adopted:

**RESOLUTION ACCEPTING RIGHT OF WAY AGREEMENT  
TO DOMINION ENERGY**

**WHEREAS**, Dominion Energy has requested the County convey a 15' right of way at the end of Scott Memorial Park Road, Tax Map Parcel 240(0A)00-011-A; and

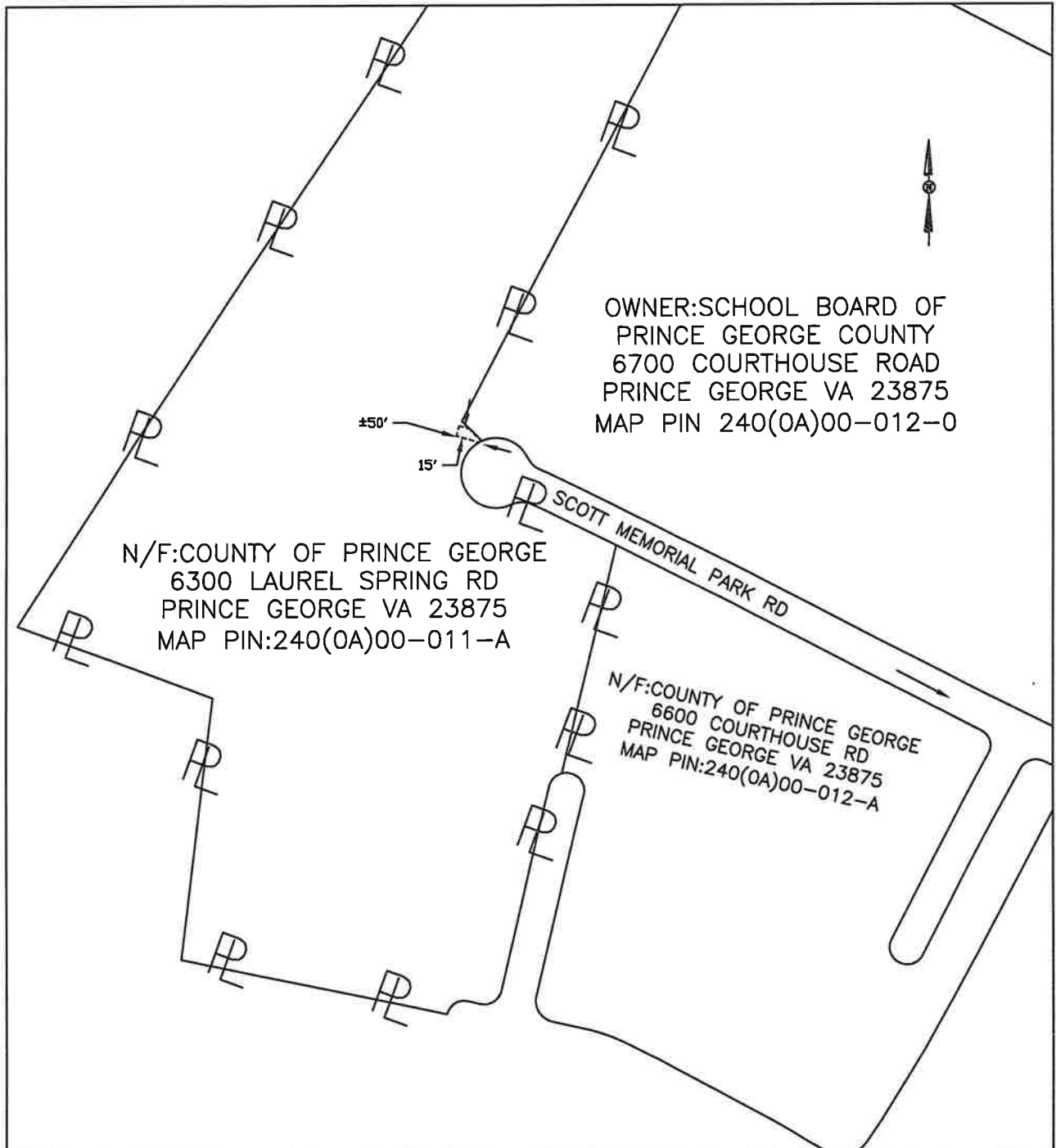
**WHEREAS**, the right of way will allow for 3ph power to be extended to the Fleet Garage for the Expansion project.

**NOW, THEREFORE, BE IT RESOLVED**, that the Prince George County Board of Supervisors accepts the Right of Way Agreement with Dominion Energy to extend 3ph power to the Fleet Garage for the Expansion project.

A Copy Teste:

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Jeffrey D. Stoke  
Interim County Administrator



<b>LEGEND</b> --- Location of Boundary Lines of Right-of-Way 15' in Width. ==P== Indicates Property Line is Right-of-Way Boundary in Width.	District <b>PETERSBURG</b>	Scale NTS	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT OH/UG VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b> Page 4 of 4	
	District-Township-Borough CITY OF	County-City PRINCE GEORGE VA		State
	Office 02	Plat Number 02-21-0100		
	Estimate Number 10481760	Grid Number M0436		
DATE 12.30.2021		BY MICHAEL ROGERS		
		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**").

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

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 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; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for lighting purposes; including but not limited to the rights:

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 exclusive easement shall extend FIFTEEN (15) feet in width across the lands of **GRANTOR**; and

1.3 to apportion, lease, or license the voice, text, data, internet service, and other communications rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.

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 02-21-0100, 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.

**This Document Prepared by Virginia Electric and Power Company and should be returned to:** Dominion Energy Virginia, PO Box 26666, Richmond, VA 23261 ATTN: Right of Way 11-N.

**Initials:** \_\_\_\_\_

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DEVID No(s). 02-21-0100

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

Form No. 728493-1 (Dec 2021)

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## Right of Way Agreement

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.

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: \_\_\_\_\_

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DEVID No(s). 02-21-0100

Form No. 728493-1 (Dec 2021)

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## 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 \_\_\_\_\_ 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\_\_\_\_

Notary Public (Print Name)

Notary Public (Signature)

Virginia Notary Reg. No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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ROW No(s) 00-21-0100

(Notary Seal Here)