



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of November 15, 2008**

**DATE: October 17, 2008**

**SUBJECT:** Approval of a Utilities Easement Agreement between the County Board of Arlington County, Virginia and Virginia Electric and Power Company for the Installation and Maintenance of an Underground Electric Line and the Maintenance of an Existing Above Grade Transformer, to Provide Service to the Fairlington Community Center, 3308 South Stafford Street, Arlington, Virginia (RPC 30012001).

**C. M. RECOMMENDATIONS:**

1. Approve the attached Utilities Easement Agreement (“Agreement”) between the County Board of Arlington County, Virginia (“County”) and Virginia Electric and Power Company (“DVP”) for the installation and maintenance of an underground electric line and the maintenance of an existing above grade transformer, to provide service to the Fairlington Community Center, 3308 South Stafford Street, Arlington, Virginia (RPC 30012001).
2. Authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, or his Designee, to execute the Utilities Easement Agreement, on behalf of the County Board, subject to approval as to form by the County Attorney.

**ISSUE:** This Agreement is needed to provide an easement from the County to DVP for the completion of utilities undergrounding work at the Fairlington Community Center. No issues have been identified as part of this request.

**SUMMARY:** In November 2003, the County Board approved the renovation of the Fairlington Community Center (“Center”), located at 3308 South Stafford Street, Arlington, Virginia (RPC 30012001) (“Property”). The approved renovation project entailed the substantial renovation of the Property and included the development of other site improvements. The interior of the building has been substantially renovated. In furtherance of the proposed site improvements, staff has requested and received a proposal from DVP to relocate and underground their existing utility line which courses across the Property. To complete the proposed undergrounding work, Dominion requires that the County approve the attached Utilities Easement Agreement (“Agreement”), granting DVP the right to install and maintain their underground utility lines,

County Manager: \_\_\_\_\_

County Attorney: \_\_\_\_\_

Staff: Kevin Connolly, DES

Report Date: 11/7/2008

existing transformer and appurtenant equipment on the Property for the purposes of transmitting and distributing electric power to the Property.

**BACKGROUND:** Since 2003, the Center has undergone substantial renovation work that has resulted in the replacement of the deficient building systems and the renovation of the building interior to better meet the Center's programmatic needs. Other site improvements have been planned for the exterior of the Property and are currently slated for construction in 2009. In preparation for the site improvements, County staff requested, and has received, a proposal from DVP for the relocation and undergrounding of a span of DVP's existing utility line on the Property. DVP's utility line currently enters the Property at a point on South Stafford Street and runs in a westerly direction for roughly two hundred sixty five feet (265 ft) to an above grade utility pole located on the property. The utility line then drops underground and courses in a southwesterly direction parallel to the westerly face of the Center to an above grade transformer box which services the Center. As shown on Exhibit B, completion of the proposed work would result in the Dominion line entering the Property below grade at a point on S. Stafford Street, coursing in a westerly direction to the existing underground line, where the new span of underground line will tie into the existing underground line currently serving the Center. In so doing, DVP will complete the undergrounding of their utility line and will result in the removal of two (2) above grade utility poles from the Property.

**DISCUSSION:** The Agreement (attached hereto as Exhibit A) is a standard DVP utilities easement agreement, with modifications required by County Staff acceptable to DVP. The physical area of the easement is depicted on the "Plat to Accompany Right-of-Way Agreement" attached to the Agreement. Once the Agreement is approved and executed, DVP will proceed to reposition, underground, operate and maintain their utility line, existing transformer and appurtenant equipment on the Property

**FISCAL IMPACT:** The net estimated cost to the County of removing the current Dominion utilities and installing the underground line is \$46,851.08. The total amount needed for the work is available in the account 324.437405.80001.PDCP.ROJ.0000

**CONCLUSION:** It is recommended that the County Board approve the Agreement between the County and DVP for the location and maintenance of their utility line, existing transformer and appurtenant equipment on the County Property for the purposes of transmitting and distributing electric power to the Property.

**EXHIBIT A**  
**EASEMENT AGREEMENT**



**Right of Way Agreement**

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA,  
a body corporate and politic

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

**WITNESSETH:**

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid 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 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, 171 Elden Street Herndon VA 20170.

(Page 1 of 4 Pages)  
DVPIDNo(s). 40-08-0096  
Tax Map No. RPC #30012001

Form No. 728493A1 (Apr 2005)  
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## Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Arlington, Virginia, as more fully described on Plat(s) Numbered 40-08-0096, 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 the easement, 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: \_\_\_\_\_

(Page 2 of 4 Pages)  
DVPIDNo(s). 40-08-0096

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## 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 of its 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.

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(Page 3 of 4 Pages)

DVPIDNo(s). 40-08-0096

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Right of Way Agreement

Virginia

11. GRANTOR covenants that it is seized 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 hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM: COUNTY OF \_\_\_\_\_

(Name) \_\_\_\_\_

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

(Title) \_\_\_\_\_

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

State of \_\_\_\_\_

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

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, \_\_\_\_\_, 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: \_\_\_\_\_.

(Page 4 of 4 Pages)

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**DOMINION**

**RIGHT OF WAY AGREEMENT**

**Amendment to Right of Way Agreement**

**EXHIBIT "A"**

This Right-of Way Agreement dated \_\_\_\_\_, \_\_\_\_\_, by THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic, (**GRANTOR**), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power (**GRANTEE**), to which this Exhibit "A" is attached, is hereby as follows:

1. Paragraph 1 (but not subparagraphs 1.1 or 1.2, as applicable) is hereby deleted in its entirety and the following inserted in lieu thereof:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid 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 non-exclusive perpetual right, privilege and easement over, under, through, upon 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 communications 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:

2. The last line of Paragraph 6 is hereby amended to change "...sixty (60) days..." "to" "...one hundred eighty (180) days..."
3. Paragraph 7 is hereby deleted in its entirety and the following inserted in lieu thereof:

**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 so 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 of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. **GRANTOR** shall reimburse **GRANTEE** for the cost of relocation of the facilities and **GRANTOR** shall convey to **GRANTEE** an equivalent easement at a location determined by the **GRANTOR**.

4. Paragraph 8 is hereby deleted in its entirety and the following inserted in lieu thereof:

**GRANTEE** shall have the right to assign or transfer to any public service company for the express purpose of providing electric service to the public, all or any part of the perpetual right, privilege and easement granted herein.

5. Paragraph 11 is hereby deleted in its entirety and the following inserted in lieu there of:

**GRANTOR** covenants that it is the owner fee simple of the property on which this easement is granted.

6. The following language is added as Paragraph 13 to the Right of Way Agreement:

**GRANTEE**, agrees to indemnify, protect, defend, and hold **GRANTOR**, its employees and agents, harmless from and against all claims, actions, losses, damages, costs, expenses and liabilities arising out of injury to or death of any person or loss of or damage to any property in or upon the easement of **GRANTOR's** contiguous area, including the person or property of **GRANTOR**, its employees, agents, licensees, or others, to the extent such injury, death, loss, or damage is caused by the acts or omissions of **GRANTEE**, its agents, or employees. The foregoing indemnity shall not apply to any claims, actions, losses, damages, costs, expenses, and liabilities arising solely from any act or omission of **GRANTOR**, its agents, employees, licensees, or independent contractors.

7. The following language is added as Paragraph 14 to the Right of Way Agreement:

In the event that **GRANTEE** removes all of its wires and facilities from the easement and ceases to utilize the easement, then upon the request of **GRANTOR** (or the then-current owner of the underlying property, if different for **GRANTOR**), **GRANTEE** shall quitclaim its interest in this Right of Way Agreement to **GRANTOR** (or the then-current owner of the underlying property, if different from **GRANTOR**).

Witness the following signatures and seals:

**GRANTOR:**

The County Board of Arlington County, Virginia

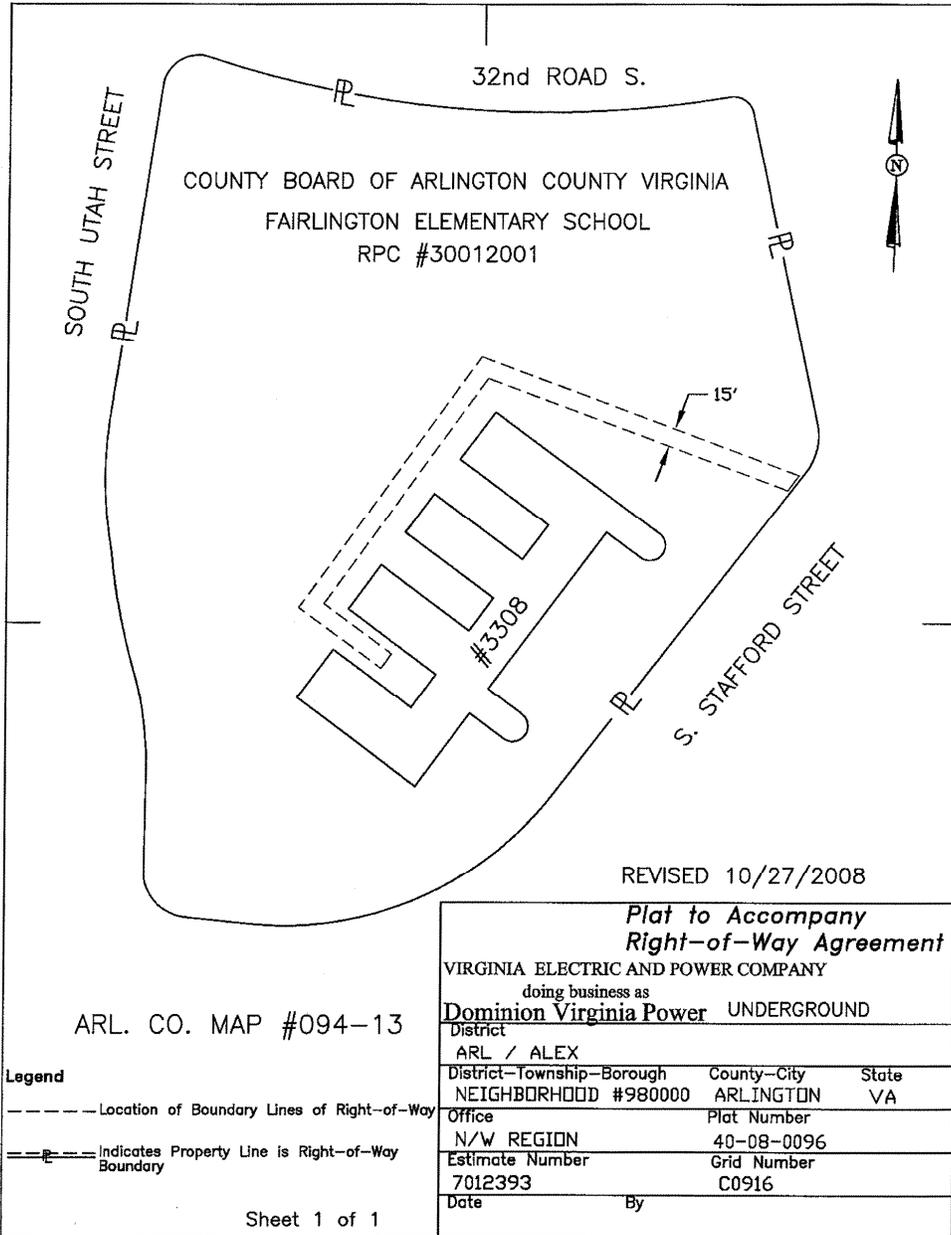
By: \_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_  
County Attorney

DVPID NO(s) 40-08-0096



**EXHIBIT B**

**VICINITY MAP SHOWING LOCATION OF THE EASEMENT AREA IN WHICH  
THE UTILITY LINE IS TO BE CONSTRUCTED AND MAINTAINED**

