



Date of Council Meeting: May 26, 2015

**TOWN OF LEESBURG
TOWN COUNCIL MEETING**

Subject: Easement for Washington Gas Light Company

Staff Contact: Renée LaFollette, P.E., Director of Capital Projects
Charles A. Mumaw, P.E., Deputy Director of Public Works
Lott Bolden, Buildings Superintendent

Council Action Requested: Request that the Town Council authorize an easement to be conveyed to Washington Gas Light Company to install a gas service line on Town property for the Leesburg Town Hall Emergency Generator Upgrade.

Staff Recommendation: Staff recommends that the Town Council grant an easement to Washington Gas Light Company to install a gas service line on Town property for the Leesburg Town Hall Emergency Generator Upgrade.

Commission Recommendation: Not applicable.

Fiscal Impact: The cost of establishing the gas service line between the main line in the street to the generator site is \$14,803, and is included in the Fiscal Year 2015 Capital Asset Replacement Fund (CARF) for the Town Hall Emergency Generator Replacement.

Executive Summary: The generator at Town Hall has reached the end of its useful life. The reliability of the generator is very important to keep critical functions operational in the event of a power outage. The replacement generator will be powered by natural gas to be supplied by Washington Gas. An easement needs to be conveyed to Washington Gas in order to install the generator upgrade at Town Hall.

Background: The replacement of the 25-year old generator at Town Hall will improve reliability, allow operation of the entire Town Hall building during a power outage, and allow Town Hall to be used in emergency management situations. In addition, having a generator that runs on natural gas will eliminate the need for on-site fuel storage. The proposed route for the gas utilities easement is shown on the attached plan. The Town Attorney has reviewed and approved the proposed easement document.

Attachments: Resolution
Washington Gas Light Company Easement Agreement and Exhibit

PRESENTED: May 26, 2015

RESOLUTION NO. 2015-

ADOPTED: _____

A RESOLUTION: AUTHORIZING THE CONVEYANCE OF AN EASEMENT TO WASHINGTON GAS LIGHT COMPANY TO INSTALL A GAS SERVICE LINE ON TOWN PROPERTY FOR THE LEESBURG TOWN HALL EMERGENCY GENERATOR UPGRADE

WHEREAS, Washington Gas Light Company has requested an easement to install a gas service line on Town property for the proposed emergency generator; and

WHEREAS, Town staff recommends that the easement be granted to Washington Gas Light Company for the same; and

WHEREAS, the easement, if granted to Washington Gas Light Company by the Town, will not be a detriment to Town-owned property in any way, and will provide an improved gas service line to Leesburg Town Hall for the emergency generator upgrade.

THEREFORE, RESOLVED by the Council of the Town of Leesburg in Virginia that the Mayor is authorized to execute the Washington Gas Light Company easement on a form approved by the Town Attorney for the installation of a gas service line on Town property for the Leesburg Town Hall emergency generator upgrade.

PASSED this 26th day of May, 2015.

Kristen C. Umstattd, Mayor
Town of Leesburg

ATTEST:

Clerk of Council



Washington Gas

EASEMENT

THIS EASEMENT made and entered into this ____ day of _____, 2015, by and between **THE TOWN OF LEESBURG, a municipal corporation, State of Virginia**, 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 40 year exclusive easement and right of way (Easement) **4' 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 **15th day of April, 1988**, from **THE TOWN OF LEESBURG, a municipal corporation, State of Virginia**, to Owner, and recorded in **DEED BOOK#1003** and **PAGE#1296** of the land records of **Loudoun** County In the State of: **Virginia**, the gas pipeline to be installed along a line as described on Drawing No. **BCA-138640-1**, attached hereto and made a part hereof.
GPIN / Parcel ID / Tax Map No: **231-37-9774**.

Washington Gas Light Company
Gas Transportation Unit
Survey & Land Rights Section, Room 272
6801 Industrial Road
Springfield, VA 22151

BCA# **138640**
WR# **1760432**
QUAD MAP# **CA&CB-034-NW**



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 reseeded 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 _____, 2015 by _____.

My Commission expires: _____

Notary Public

