



**Date of Council Meeting:** November 23, 2015

**TOWN OF LEESBURG  
TOWN COUNCIL MEETING**

**Subject:** Easements for Virginia Electric and Power Company & Northern Virginia Electric Cooperative.

**Staff Contact:** Keith Wilson, Land Acquisition Manager, Department of Public Works & Capital Projects  
Amy Wyks, Director, Department of Utilities  
Barbara Notar, Town Attorney

**Council Action Requested:** Town Council authorization for an easement to be conveyed to Virginia Electric and Power Company for installation of an in-line power pole and facilities, and for an easement to be conveyed to Northern Virginia Electric Cooperative for the installation of a street light on Town property located along Sycolin Road in the southeast quadrant.

**Staff Recommendation:** Staff recommends that the Town Council grant easements to Virginia Electric and Power Company & to Northern Virginia Electric Cooperative for installation of electric power facilities on Town property located in the southeast quadrant.

**Commission Recommendation:** Not applicable.

**Fiscal Impact:** None.

**Work Plan Impact:** None.

**Executive Summary:** Virginia Electric and Power Company, operating as Dominion, requests an easement to set an in-line pole along their overhead power lines as an upgrade to their facilities in order to provide better service to the area. The Northern Virginia Electric Cooperative (NOVEC) requires an easement to relocate the street light to this new power pole. The location is along Sycolin Road in the southeast quadrant of Town.

**Background:** Virginia Electric and Power Company (Dominion) has an existing overhead power line that crosses a portion of the Town property located at 301 Sycolin Road(SouthEast) which is referred to as the "Route 643 Booster Pump Station". Dominion requests an easement in order to install a power pole and a "recloser" along the existing overhead power line. This upgrade to their facilities would provide them with the ability to redirect power during outages in the area, and to provide more reliable service.

Northern Virginia Electric Cooperative (NOVEC) was granted an easement for the installation of a street light along Sycolin Road as part of the Sycolin Road Phase III project. The street light location is approximately 25 feet south of where Dominion has requested to

Easements for Virginia Electric and Power Company and Northern Virginia Electric Cooperative.

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set their new in-line pole. Since NOVEC has not installed the street light, and to eliminate pole clutter along this new section of roadway, the Town has requested NOVEC to relocate the street light to the new pole location. NOVEC has agreed to install the street light on the new pole and to vacate the easement granted previously for installation of the street light along Sycolin Road.

**Attachments:** Draft Virginia Electric and Power Company (Dominion). Easement Agreement and Exhibit  
Draft Northern Virginia Electric Cooperative (NOVEC) Easement Agreement and Exhibit  
Proposed Resolution

**NORTHERN VIRGINIA ELECTRIC COOPERATIVE  
EASEMENT AND RIGHT-OF-WAY AGREEMENT**

**THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT** is made **November 13, 2015** between the **TOWN OF LEESBURG**, hereinafter called "Owner" and **NORTHERN VIRGINIA ELECTRIC COOPERATIVE**, a Virginia corporation, hereinafter called "Cooperative."

**WITNESSETH:**

That for the sum of One Dollar (\$1.00), and other valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, Owner grants unto Cooperative, its successors and assigns, an easement and right of way to install, lay, construct, operate, repair, alter and maintain overhead pole lines for transmitting and distributing electric power, and for telephone, television and other communication purposes, including all wires, poles, switchgear, transformers, meters, ground connections supports for lights and streetlights, and accessory equipment desirable in connection therewith ("Facilities"), over, under and/or upon and across the lands of Owner situated in the Town of Leesburg, **Loudoun** County, Virginia, (the "Property") as shown on Plat Number **2015-0483**, dated **10/21/2015**, being attached hereto and hereinafter known as the "Easement." The location and width of the Easement shall be as shown on said plat.

This Service Easement and Right-of-Way Agreement shall terminate forty (40) years after the date of execution.

Prepared by and Return to:  
Northern Virginia Electric Cooperative  
5399 Wellington Branch Drive  
Gainesville, Virginia 20155-1616  
Attn: Right of Way Department  
703-754-6700

TAX MAP# / GPIN# 189-15-5207-000

ESMT - OH - NO SVC LANG - COMPANY.doc 02/07

The Facilities erected hereunder shall remain the property of Cooperative. Cooperative shall have the right to inspect, rebuild, remove, repair, improve and relocate within the Easement and to make such changes, alterations, substitutions, additions in and to or extensions of its Facilities as Cooperative may from time to time in its sole discretion deem advisable, including but not limited to the right to increase or decrease the number of poles, wires, switchgear, transformers and accessory equipment, and to increase or decrease the size of the poles, wires, and voltage carried by said wires.

Cooperative shall at all times have the right to keep the Easement clear of all trees, limbs, shrubbery and undergrowth, and to keep the Easement clear of all buildings and structures, except fences. Cooperative shall have the right to cut all trees and limbs outside of the Easement that may, in falling, endanger the safe, proper and efficient operation of Cooperative's Facilities. All trees and limbs cut and/or chipped by the Cooperative at any time, shall remain the property of Owner. Trees shall be cut into lengths of not less than four feet and shall be placed in piles along said Easement.

Owner, his successors and assigns, may use the land within the Easement for any purpose not inconsistent with the rights hereby granted and provided such use does not interfere with, or endanger the construction, operation, or maintenance of Cooperative's Facilities and provided no excavations shall exceed six (6) inches, no fills shall exceed six (6) inches and no storage of water may be made thereon.

Cooperative shall have the right of ingress to and egress from the Easement over the lands of Owner adjacent to the Easement, such right to be exercised in such manner as shall occasion the least practicable damage or inconvenience to Owner.

Cooperative shall repair damage to roads, fences, and other such improvements which are not inconsistent with the rights granted hereto. Cooperative shall repair or shall pay Owner, at Cooperative's discretion, for other physical damage done in the process of the construction, inspection, or maintenance of Cooperative's Facilities, or in the exercise of its right of ingress or egress provided Owner gives written notice thereof to Cooperative within thirty days after such damage occurs.

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.

Owner covenants that it is seized of and has the right to convey said Easement and Service Easement. Cooperative shall have quiet and peaceable possession, use and enjoyment of the Easement, rights and privileges hereby granted.

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

Town of Leesburg

**Signature:** \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as  
(Name)

\_\_\_\_\_, for the **Town of Leesburg**.  
(Title)

\_\_\_\_\_  
Notary Public (Signature and Seal)

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

\_\_\_\_\_  
Notary Public (Printed Name)

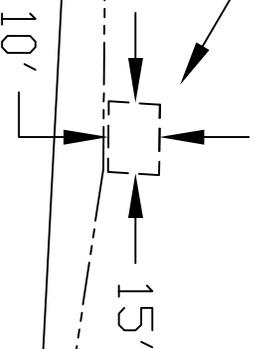


Owner: East Stratford Res.  
Community Assocn.  
Pin#: 190-45-4387  
LGL: Parcel A1

Owner: Town of Leesburg  
DB: 1058 Pg 115  
Pin#: 189-15-5207  
LGL: Parcel 1 (Proffer)

Owner: East Stratford PH A & B  
Homeowners  
Pin#: 189-15-6349  
LGL: Stratford PH A Sec. 2 Parcel C

Proposed DVP Easement



Proposed Right of Way  
Instrument#: 20130930-0079700

Existing Right of Way  
Instrument#: 20130930-0079700

**Plat to Accompany  
Right-of-Way Agreement**

VIRGINIA ELECTRIC AND POWER COMPANY

doing business as

Dominion Virginia Power OH District

District

Leesburg District-Township-Borough County-City State  
Loudoun Co., VA  
Office Plat Number

N/W REGION 40-15-0088  
Estimate Number Grid Number

10006809 B2228

Date Oct. 21, 2015 By Jason Street

Sycolin Road - (Formerly Rte. 643)  
Battlefield Pkwy (approx. 1/3 mi.)

- Legend**
- Location of Boundary Lines of Right of Way
  - == Boundary
  - Location of proposed Right of Way

NOTE: THE CENTERLINE OF THE  
CABLE/FACILITIES AS INSTALLED IS THE  
CENTERLINE OF THE EASEMENT.



## Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

TOWN OF LEESBURG, VIRGINIA, a municipal corporation

("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 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 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:

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said non-exclusive easement shall extend variable, according to attached plat, ( variable ) feet in width across the lands of **GRANTOR**.

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

**This Document Prepared by Virginia Electric and Power Company and should be returned to:**  
Dominion Virginia Power, 3072 Centreville Rd, Herndon, VA 20171 .

(Page 1 of 5 Pages)  
DVPIDNo(s). 40-15-0088  
Tax Map No. 189-15-5207

## Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Town of Leesburg, Loudoun County, Virginia, as more fully described on Plat(s) Numbered 40-15-0088, 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: \_\_\_\_\_

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DVPIDNo(s). 40-15-0088

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

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DVPIDNo(s). 40-15-0088

Form No. 728493-3 (Sep 2015)  
© 2015 Dominion Resources Services, Inc.

## 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, right and privileges; and the **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of the **GRANTOR** warrants that he or she has been duly authorized to execute this easement on behalf of the Town of Leesburg, Virginia.

**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 the 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 its authorized officer or agent, described below, on the date first above written.

**TOWN OF LEESBURG, VIRGINIA**  
a municipal corporation

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

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

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

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

City/County of \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

by \_\_\_\_\_, who is the \_\_\_\_\_ on behalf of the Town  
(Name of Person Signing) (Title of Person Signing)

of Leesburg, Virginia.

\_\_\_\_\_  
Notary Public (Name)

\_\_\_\_\_  
Notary Public (Signature)

My commission expires: \_\_\_\_\_.

Notary Registration number: \_\_\_\_\_



## Right of Way Agreement

### EXHIBIT A

This Exhibit A shall be attached to and made a part of the RIGHT OF WAY AGREEMENT executed by the undersigned **GRANTOR(s)** on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The following terms and conditions are incorporated therein:

1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any such term, this Right of Way Agreement shall automatically terminate unless the parties hereto agree to enter into a subsequent agreement, subject to compliance with applicable provisions of law governing the encumbrance of real property, for an additional forty (40) or sixty (60) years (as the case may be) under the same terms and conditions set forth herein.

**TOWN OF LEESBURG, VIRGINIA**  
a municipal corporation

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

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

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

PRESENTED November 23, 2015

RESOLUTION NO. 2015-

ADOPTED \_\_\_\_\_

A RESOLUTION: AUTHORIZING THE CONVEYANCE OF AN EASEMENT TO VIRGINIA ELECTRIC AND POWER COMPANY AND TO NORTHERN VIRGINIA ELECTRIC COOPERATIVE FOR A UTILITY EASEMENT ON TOWN PROPERTY LOCATED ALONG SYCOLIN ROAD

WHEREAS, Virginia Electric and Power Company, operating as Dominion, has requested an easement for the installation of a power pole on Town property along their existing overhead power line facilities along Sycolin Road in the southeast quadrant of Town; and

WHEREAS, Town staff recommends that the Northern Virginia Electric Cooperative relocate their street light facilities to this new power pole, vacating the prior utility easement granted to them for installation of a street light on the property; and

WHEREAS, Town staff recommends that the easements be granted to Virginia Electric and Power Company and Northern Virginia Electric Cooperative for the same; and

WHEREAS, the easements, if granted to Virginia Electric and Power Company and Northern Virginia Electric Cooperative by the Town, will not be a detriment to Town owned property.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg in Virginia that the Mayor is authorized to execute the Virginia Electric and Power Company and to Northern Virginia Electric Cooperative easements on a form approved by the Town Attorney for easements on Town property located along Sycolin Road in the southeast quadrant of Town.

PASSED this \_\_\_\_ day of November, 2015.

\_\_\_\_\_  
Kristen C. Umstattd, Mayor  
Town of Leesburg

ATTEST:

\_\_\_\_\_  
Clerk of Council