

ORDINANCE NO. 6533-08

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF EASEMENT BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND VIRGINIA ELECTRIC AND POWER COMPANY, D/B/A DOMINION VIRGINIA POWER DATED THE 23<sup>RD</sup> DAY OF SEPTEMBER, 2008, FOR ELECTRIC UTILITY LINES UNDER 9710 JEFFERSON AVENUE AND A PORTION OF WOODFIN ROAD.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News, Virginia:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Deed of Easement by and between the City of Newport News, Virginia, and Virginia Electric and Power Company, d/b/a Dominion Virginia Power dated the 23<sup>rd</sup> day of September, 2008, for electric utility lines under 9710 Jefferson Avenue and a portion of Woodfin Road.

2. That a copy of the said Deed of Easement is attached hereto and made a part hereof.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON  
SEPTEMBER 23, 2008

Mabel V. Washington, CMC  
City Clerk

Joe S. Frank  
Mayor

A true copy, teste:

City Clerk

Prepared By:  
City Attorney's Office  
2400 Washington Avenue  
Newport News, VA 23607  
Tel: (757) 926-8416  
Fax: (757) 926-8549

**THIS DEED OF EASEMENT**, made this 23rd day of September, 2008, between the **CITY OF NEWPORT NEWS**, a municipal corporation of the Commonwealth of Virginia, hereinafter called "GRANTOR" and **VIRGINIA ELECTRIC AND POWER COMPANY, D/B/A DOMINION VIRGINIA POWER**, a Virginia Corporation, hereinafter called "GRANTEE."

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.

**WITNESSETH:**

That for the sum of One Dollar (\$1.00), cash in hand paid, and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR grants unto GRANTEE, its successors and assigns, for a period of forty (40) years from the date of recordation of this deed of easement, the non-exclusive right, privilege and easement, variable widths as shown, to set, install, construct, operate and maintain one or more lines of underground electric facilities, as GRANTEE may from time to time deem expedient or advisable, located on the easement hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits, for its own telephone, television and other communication purposes, and for lighting and such other purposes as requested by GRANTOR; together with all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments,

equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities").

The said rights, privilege and easement extends over, under, through and across certain lands of GRANTOR, situated in the City of Newport News, Virginia, as shown on Plat No. 22-07-0011 attached hereto and made a part of this Deed of Easement; the location of said easement being shown in broken lines on said Plat, to which plat reference is made for a more particular and accurate description of the easement.

The facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, rebuild, 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.

GRANTEE shall at all times have the right to keep the easement clear of all buildings, structures, and other obstructions (except fences), trees, roots and undergrowth. All trees and limbs cut by GRANTEE shall, except as hereinafter provided, remain the property of GRANTOR. Trees cut by GRANTEE with merchantable trunks six (6) inches or more in diameter will be cut into lengths of not less than four (4) feet when requested by GRANTOR and will be placed in piles separate from other trees, limbs, and undergrowth cut by GRANTEE. All trees, limbs, roots and other growth removed during the periodic maintenance of the easement by GRANTEE shall be disposed of by GRANTEE, and after which GRANTEE shall restore the surface area affected by the removal to a level grade safe for pedestrian travel.

For the purpose of constructing, inspecting, maintaining or operating its facilities on the easement on the property of GRANTOR or on its easement on any other property, GRANTEE shall

have the right of ingress and egress over, upon and along such easement. If GRANTEE is unable reasonably to exercise the right of ingress and egress over, upon and along the easement on the property of GRANTOR, GRANTEE shall have such right of ingress and egress over the property of GRANTOR adjacent to the easement. GRANTEE shall have the further right of ingress to and egress from the 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 and lying between public and private roads and the easement in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

GRANTEE shall repair damage to roads, fences or other improvements and shall pay GRANTOR for other damage done in the process of the construction, inspection, or maintenance of GRANTEE's facilities, or in the exercise of its right of ingress and egress; GRANTEE shall be liable for all damages resulting from its exercise of the right of ingress and egress across such adjacent lands, provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after any property damage occurs.

GRANTOR, its successors and assigns, may use the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of GRANTEE's facilities and provided that no buildings, structures or other obstructions (except fences) may be constructed on the easement.

In the event that GRANTOR sells or conveys the property on which the easement is located, GRANTOR shall provide that such sale or conveyance be conditioned upon the purchaser granting to GRANTEE a suitable perpetual easement across such property for GRANTEE's facilities.

In the event that GRANTEE fails or ceases to use the entire easement for a continuous period of two (2) or more years, then all rights and privileges hereby granted to GRANTEE shall forever cease and revert to GRANTOR by operation of law.

The rights, privileges, and easement conveyed pursuant to this Deed of Easement are in addition to, and not in substitution of, any other rights which may be available to GRANTEE to install its facilities on the property.

GRANTOR covenants that it is seized of and has the right to convey the said easement, rights and privileges; 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 required.

IN WITNESS WHEREOF, GRANTOR has caused its corporate name to be signed hereto by its City Manager and its corporate seal to be hereunto affixed and attested by its City Clerk.

CITY OF NEWPORT NEWS

ATTEST:

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Clerk

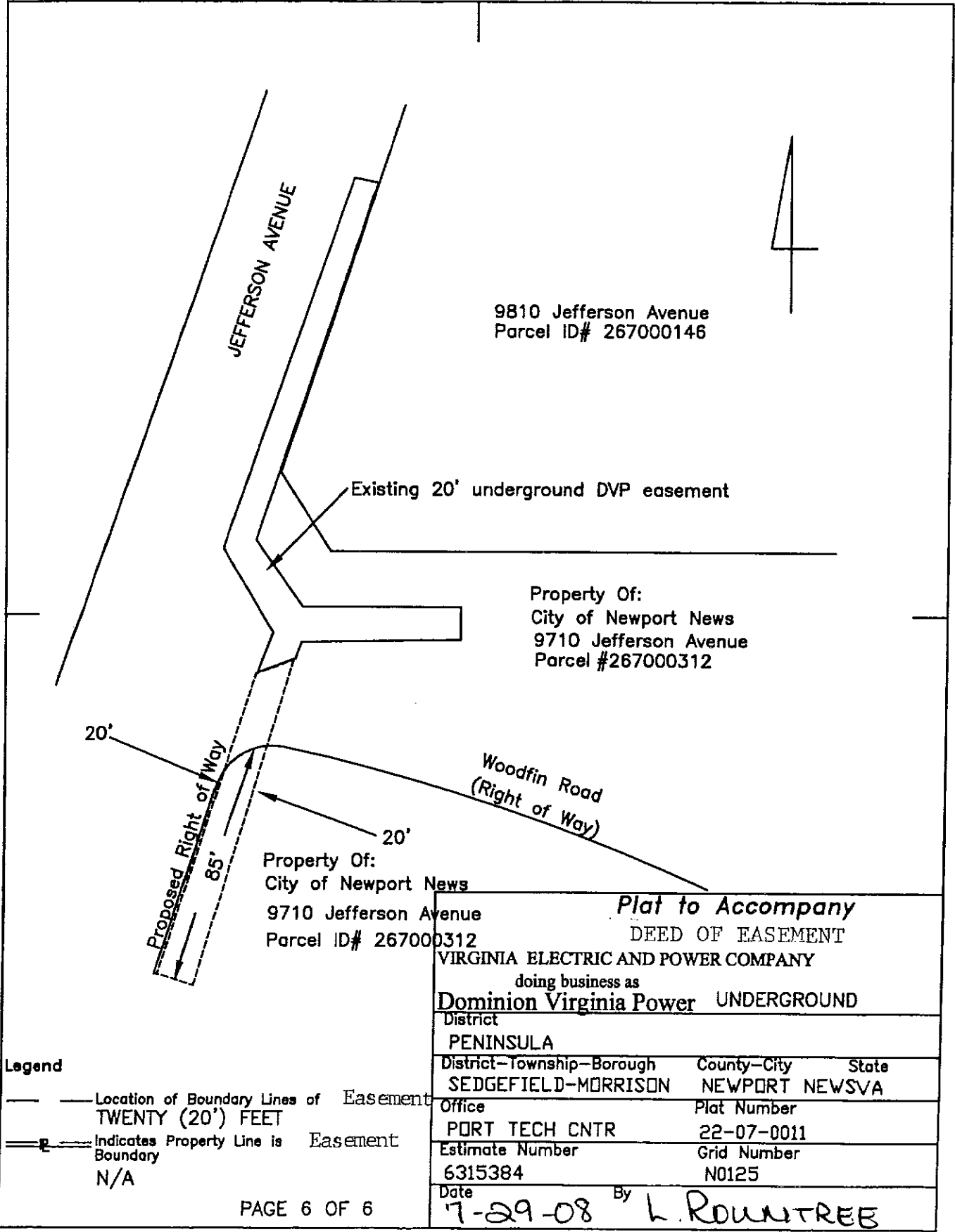
COMMONWEALTH OF VIRGINIA  
City of Newport News, to wit:

I, \_\_\_\_\_, a Notary Public in and for the City and Commonwealth aforesaid, whose commission expires on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, do hereby certify that the CITY OF NEWPORT NEWS, by its City Manager, and attested by its City Clerk, whose names are signed to the foregoing writing, hereto annexed, have each acknowledged the same before me in my City and Commonwealth aforesaid.

GIVEN under my hand this \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public  
Registration No. \_\_\_\_\_

b113714



**Legend**

- Location of Boundary Lines of Easement TWENTY (20') FEET
- == Indicates Property Line is Easement Boundary
- N/A

<b>Plat to Accompany</b>		
DEED OF EASEMENT		
VIRGINIA ELECTRIC AND POWER COMPANY		
doing business as		
<b>Dominion Virginia Power UNDERGROUND</b>		
District		
PENINSULA		
District-Township-Borough	County-City	State
SEDFIELD-MORRISON	NEWPORT NEWSVA	
Office		Plat Number
PORT TECH CNTR		22-07-0011
Estimate Number		Grid Number
6315384		N0125
Date	By	
7-29-08	L. ROUNTREE	