

VIRGINIA: AT THE SPECIAL CLOSED MEETING OF THE DINWIDDIE COUNTY BOARD OF SUPERVISORS HELD AT THE DINWIDDIE COUNTY ADMINISTRATIVE CONFERENCE ROOM, 14016 BOYDTON PLANK ROAD IN DINWIDDIE COUNTY, VIRGINIA, ON THE 21ST DAY OF APRIL, 2009 AT 5:30 P.M.

BOARD OF SUPERVISORS  
PRESENT:

DONALD L. HARAWAY – CHAIR	ELECTION DISTRICT #2
MICHAEL W. STONE	ELECTION DISTRICT #5
DORETHA E. MOODY	ELECTION DISTRICT #4
JOHN V. TALMAGE	ELECTION DISTRICT #3

ABSENT: HARRISON A. MOODY – VICE CHAIR ELECTION DISTRICT #1

ADMINISTRATION

PRESENT: W. KEVIN MASSENGILL, COUNTY ADMINISTRATOR  
ANNE HOWERTON, DIVISION CHIEF OF FINANCE & GENERAL SERVICES  
JOHN C. BLAIR II, COUNTY ATTORNEY  
GAIL F. VANCE, DIRECTOR OF HUMAN RESOURCES  
SHERIFF B. B. “DUSTY” RHODES

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### **1. ROLL CALL**

The Chairman of the Board of Supervisors called the meeting to order at 5:30 p.m., followed by the roll call.

**PRESENT:** Mr. Stone  
Mr. Talmage  
Ms. Moody  
Mr. Haraway

**ABSENT:** Mr. Moody

At 5:31 p.m. upon motion of Mr. Stone, seconded by Mr. Talmage,

**Note:** Ms. Moody left before the end of the closed session

### **2. CLOSED SESSION:**

The Board of Supervisors of Dinwiddie County, Virginia convened in a closed meeting under:

*§2.2-3711 (A) (7) Consultation with Legal Counsel: Sheriff's Office*

Ayes: Mr. Stone, Mr. Talmage, Ms. Moody, Mr. Haraway  
Nays: None  
Absent: Mr. Moody

At 7:16 p.m. upon motion of Mr. Talmage, seconded by Mr. Stone, the Board reconvened into open session.

Ayes: Mr. Talmage, Mr. Stone, Mr. Haraway  
Nays: None  
Absent: Mr. Moody, Ms. Moody

### **CERTIFICATION**

WHEREAS, this Board convened in a closed meeting under:

*§2.2-3711 (A) (7) Consultation with Legal Counsel: Sheriff's Office*

AND WHEREAS, no member has made a statement that there was a departure from the lawful purpose of such closed meeting or the matters identified in the motion were discussed,

NOW BE IT CERTIFIED, that only those matters as were identified in the motion were heard, discussed or considered in the meeting.

Upon motion of Mr. Stone, seconded by Mr. Talmage, this Certification Resolution was adopted.

Ayes: Mr. Talmage, Mr. Stone, Mr. Haraway  
Nays: None  
Absent: Mr. Moody, Ms. Moody

**3. OLD / NEW BUSINESS: VIRGINIA DOMINION ELECTRIC AND POWER RIGHT OF WAY AGREEMENT**

John C. Blair II, County Attorney, presented the Board with the request of approval of a Right of Way Agreement with Virginia Dominion Electric and Power Company for the Dinwiddie County Commerce Park.

Upon motion of Mr. Stone, seconded by Mr. Talmage,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Right of Way Agreement with Virginia Dominion Electric and Power Company for a right of way easement at the Dinwiddie County Commerce Park fully described on Plat Numbered 00-09-0082 is approved as presented.

Ayes: Mr. Stone, Mr. Talmage, Mr. Haraway  
Nays: None  
Absent: Mr. Moody, Ms. Moody

**Right of Way Agreement**

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 15<sup>th</sup> day of April, 2009, by and between

COUNTY OF DINWIDDIE, VIRGINIA

(**"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"**).

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

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 thirty (30) feet in width across the lands of **GRANTOR**; and

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 thirty (30) feet in width across the lands of **GRANTOR**.

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**This Document Prepared by Virginia Electric and Power Company and should be returned to:** Dominion Virginia Power, 2501 Grayland Avenue Richmond VA 23220.

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Dinwiddie County, Virginia, as more fully described on Plat(s) Numbered 00-09-0082, 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.

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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 of this Right of Way Agreement), 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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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 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 WHEREOF, GRANTOR** has caused its name to be hereto by authorized officer or agent, described below, on the date first above written.

Upon motion of Mr. Talmage to adjourn, seconded by Mr. Stone,

The meeting was adjourned at 7:18 p.m.

Ayes: Mr. Stone, Mr. Talmage, Mr. Haraway

Nays: None

Absent: Mr. Moody, Ms. Moody

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Donald L. Haraway, Chairman

ATTEST: \_\_\_\_\_

W. Kevin Massengill  
County Administrator  
Clerk to the Board

/wjn