

**TOWN OF HERNDON, VIRGINIA
WORK SESSION AGENDA
HERNDON COUNCIL CHAMBERS BUILDING
765 LYNN STREET
MARCH 3, 2020
7:00 P.M.**

PRESENTATIONS

1. Good Neighbor Award
2. Certificate of Support, to recognize Jennifer Taylor, Mrs. Herndon
3. Proclamation, to recognize "Distracted Driving Awareness Month," April 2020
4. Proclamation, to recognize "Local Government Education Week," April 1 – April 7, 2020

PUBLIC HEARINGS

5. Ordinance, to approve and authorize the Mayor to sign a fourth lease amendment to APC Realty and Equipment Company, LLC to revise the approved equipment list, premises description, and drawings at the Town's 3rd Street Water Tower
6. Ordinance, to approve and authorize the Mayor to sign a second lease amendment to Cellco Partnership d/b/a Verizon Wireless to revise the premises description, approved equipment list, and drawings at the Town's 3rd Street Water Tower
7. Ordinance, to approve the assignment of a Power Utility Easement to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, acquired by the Town of Herndon for transportation facility improvements for the Herndon Metrorail Access Improvements along Herndon Parkway, Herndon, on property owned by Kiddar Herndon Station, LLC, Tax Map # 0164-10-0006
8. Ordinance, to approve the assignment of a Power Utility Easement to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, acquired by the Town of Herndon for transportation facility improvements to Van Buren Street from Spring Street to Herndon Parkway, Herndon, Virginia, on property owned by Garth J. Norris and Tracy L. Norris, Tax Map # 0162-02-0147
9. Ordinance, to approve the assignment of a Power Utility Easement to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, acquired by the Town of Herndon for transportation facility improvements to Van Buren Street from Spring Street to Herndon Parkway, Herndon, on property owned by Valarie J. Winstead, Trustee, Tax Map # 0162-02-0146 **(Public Hearing to be continued)**

DISCUSSION

10. FY 21 Budget (Discussion by the Town Manager)

ROUNDTABLE

Town of Herndon, Virginia

Good Neighbor Award

presented to

David and Sheree Cole

*For your selfless contributions and commitment to
your neighbors and your community.*

Presented by the Herndon Town Council on this 10th day of March 2020.



A handwritten signature in blue ink, which appears to read "Lisa C. Merkel", is positioned above a horizontal line.

Lisa C. Merkel, Mayor

Town of Herndon, Virginia

Good Neighbor Award

presented to

Bill and Norma Huntington

*For your selfless contributions and commitment to
your neighbors and your community.*

Presented by the Herndon Town Council on this 10th day of March 2020.



A handwritten signature in blue ink, which appears to read "Lisa C. Merkel", is positioned above a horizontal line.

Lisa C. Merkel, Mayor

Town of Herndon, Virginia

Good Neighbor Award

presented to

Christian White

*For your selfless contributions and commitment to
your neighbors and your community.*

Presented by the Herndon Town Council on this 10th day of March 2020.



A handwritten signature in blue ink, which appears to read "Lisa C. Merkel", is positioned above a horizontal line.

Lisa C. Merkel, Mayor



Town Of Herndon, Virginia
Certificate of Support
for
Jennifer Taylor,
Mrs. Herndon

Jennifer Taylor will represent the Town of Herndon as Mrs. Herndon at the Mrs. Virginia Pageant in South Hill, Virginia on April 3-4, 2020.

On behalf of the citizens of the Town of Herndon, we wish Mrs. Taylor all the best as she competes in the Mrs. Virginia Pageant; and extend our support and thanks to her as an excellent representative of the Herndon community.

Sheila A. Olem, Vice Mayor

Jennifer K. Baker, Councilmember

Cesar del Aguila, Councilmember

Rudip Dhaka, Councilmember

Signe Friedrichs, Councilmember

Bill McKenna, Councilmember

Lisa C. Merkel, Mayor





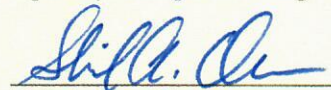
**TOWN OF HERNDON, VIRGINIA
PROCLAMATION
DISTRACTED DRIVING AWARENESS MONTH
APRIL 2020**

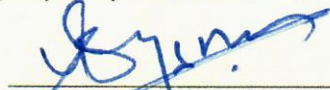
Distracted driving involves any activity that could divert a driver's attention away from the primary task of driving a vehicle. While texting consistently tops the list, other distractions include acts such as eating, changing the radio, talking on the phone, and applying makeup. All distractions endanger driver, passenger, and bystander safety. According to the National Highway Traffic Safety Administration (NHTSA), distracted driving is a deadly epidemic that, in 2017 alone, killed 3,166 people in the United States.

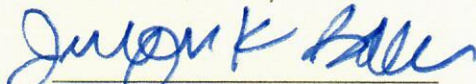
A poll by AAA revealed that 94 percent of teen drivers acknowledge the danger of texting and driving, but 35 percent of those polled admit they still text while driving. Each day, in the United States, 11 teens die as a result of texting and driving, and one of every four traffic crashes are caused by using cell phones. Another poll shows that 77 percent of adults and 55 percent of teenage drivers believe that they can easily manage both texting and driving simultaneously.

This April, NHTSA is teaming up with State and local law enforcement for *U Drive, U Text, U Pay*. This campaign will work to remind Americans of the consequences of distracted driving and save lives by making roads safer.

Therefore, the Mayor and Town Council of the Town of Herndon, Virginia, hereby proclaim the month of April 2020, as **Distracted Driving Awareness Month** in the Town of Herndon; support the Herndon Police Department in raising awareness about distracted driving; and encourage education about the significant dangers of distracted driving ~ especially texting and driving ~ improving highway safety for all Herndon citizens and visitors.


Sheila A. Olem, Vice Mayor


Pradip Dhakal, Councilmember


Jennifer K. Baker, Councilmember

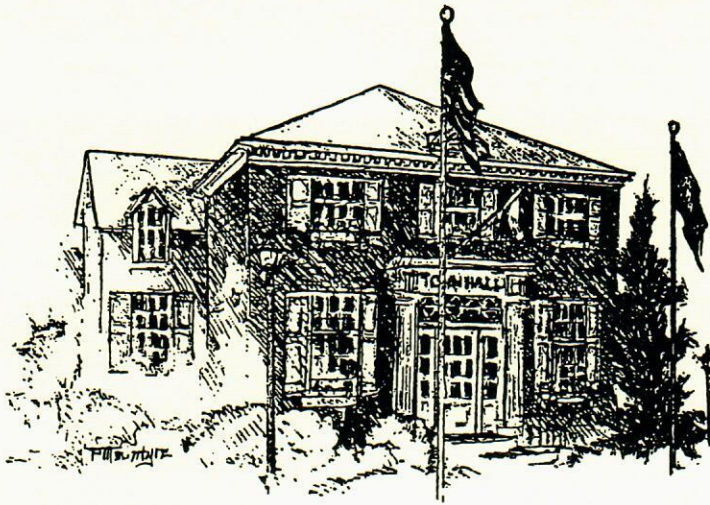

Signe Friedrichs, Councilmember


Cesar del Aguila, Councilmember


Bill McKenna, Councilmember


Lisa C. Merkel, Mayor



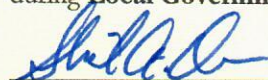


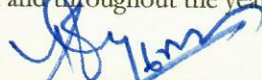
TOWN OF HERNDON, VIRGINIA
PROCLAMATION
LOCAL GOVERNMENT EDUCATION WEEK
APRIL 1 - APRIL 7, 2020

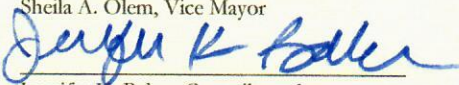
On February 29, 2012, the Virginia General Assembly designated the first week of April as **Local Government Education Week** throughout the Commonwealth of Virginia. This week was selected because on April 2, 1908, the Council-Manager form of government was created in the City of Staunton, Virginia. During **Local Government Education Week**, municipalities throughout the Commonwealth are recognized for the valuable services provided to the residents and communities they serve.

Therefore, the Mayor and Town Council of the Town of Herndon, Virginia, hereby proclaim the week of April 1 – April 7, 2020, as **Local Government Education Week** in the Town of Herndon; express appreciation to the town staff for the vital role they play in educating our community through initiatives, such as ~ youth and citizen police academies; National Night Out; participation in local school activities; providing internship opportunities to students; promoting career opportunities at the town; safety, building and home maintenance workshops; enforcement of state and local laws; and community meetings on matters important to our citizens.

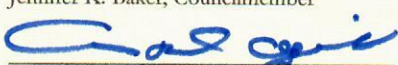
Further, the Mayor and Town Council of the Town of Herndon, Virginia, hereby express gratitude to the town staff for their dedication to our residents; recognize that citizen services ~ including law enforcement, public health and safety, recreation, and educating local children ~ are best delivered at the local level; and encourage increased civic education and engagement to strengthen our sense of community throughout Herndon, both during **Local Government Education Week** and throughout the year.

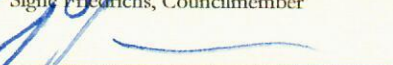

Sheila A. Olem, Vice Mayor


Pradip Dhakal, Councilmember


Jennifer K. Baker, Councilmember


Signe Friedrichs, Councilmember


Cesar del Aguila, Councilmember


Bill McKenna, Councilmember


Lisa C. Merkel, Mayor



Proclaimed by the Herndon Town Council March 10, 2020.

Please visit the Town of Herndon's website at www.herndon-va.gov, to learn more about government in the Town of Herndon and our commitment to educating and serving the community.

STAFF REPORT

Town Council
March 3, 2020

Title:

Ordinance - To approve and authorize the Mayor to sign a fourth lease amendment to APC Realty and Equipment Company, LLC to revise the approved equipment list, premises description, and drawings at the Town's 3rd Street Water Tower.

Staff Contact:

Tammy Chastain
(703) 435-6860
tammy.chastain@herndon-va.gov

Description:

The original lease agreement at the Third Street Water Tower by and between the Town of Herndon, Virginia and APC Realty, a Delaware limited liability company, was dated April 1, 1997 and first amended on March 12, 2002. A second amendment was executed on May 21, 2012, and a third amendment on May 9, 2014. The lease will expire May 31, 2027.

This Fourth Amendment to the Deed of Lease updates the approved equipment list to include:

- Replace 3 of 6 antennas
- Add one new equipment cabinet
- Remove 3 remote radio heads.

In addition, this amendment specifies equipment and size limits previously not included in the lease exhibits as follows:

- 3 new Nokia antennas 25.6" H x 19.7" W x 9.6" D.

Fiscal Impact:

The terms of the monthly rent will remain unchanged. The lessee is subject to a 3% yearly escalation as per the original Deed of Lease.

March 3, 2020

Ordinance - To approve and authorize the Mayor to sign a fourth lease amendment to APC Realty and Equipment Company, LLC to revise the approved equipment list, premises description, and drawings at the Town's 3rd Street Water Tower.

Page 2 of 2

Staff Recommendation:

That the Mayor and Town Council adopt the attached ordinance approving and authorizing the Mayor to sign the fourth lease amendment.

Attachments:

Ordinance
Draft Fourth Amendment to Deed of Lease

Staff:

A handwritten signature in black ink, appearing to read "Tammy Chastain", written over a horizontal line.

Tammy Chastain
Deputy Director of Public Works

TOWN OF HERNDON, VIRGINIA

ORDINANCE

MARCH 10, 2020

Ordinance - To approve and authorize the Mayor to sign a fourth lease amendment to APC Realty and Equipment Company, LLC to revise the approved equipment list, premises description, and drawings at the Town's 3rd Street Water Tower.

BE IT ORDAINED by the Town Council of the Town of Herndon, Virginia, that:

1. The Town Council approves this Fourth Amendment to Deed of Lease and Sublease dated March 10, 2020. This instrument amends the original Deed of Lease dated April 1, 1997, the First Amendment to Deed of Lease dated March 12, 2002, Deed of Lease and Sublease Amendment dated May 21, 2012, and Amendment No. 3 to Deed of Lease and Sublease dated May 9, 2014.
2. This instrument updates the approved equipment list and premises description.
3. This instrument approves revising the quantity and upper size limit of the following: 5 equipment cabinets up to 65" H x 31.5" W x 30" D, 3 RFS Panel Antennas up to 72" H x 11.9" W x 7" D, 3 Nokia Airscale Antennas up to 25.6" H x 19.7" W x 9.6" D, 1 Microwave Dish 15" (Clear Wireless Sublease), 1 Microwave Dish 26" (Clear Wireless Sublease).
4. In all other respects the original lease remains in effect.
6. The Mayor is authorized to sign and deliver the lease amendment and any ancillary instruments necessary to evidence or effectuate the lease amendment, provided they are consistent with this ordinance and on such form approved by the Town Attorney.
7. This ordinance shall be in effect on and after the date of its adoption.

FOURTH AMENDMENT TO DEED OF LEASE AND SUBLEASE

This Fourth Amendment to Deed of Lease and Sublease ("Fourth Amendment"), is made this 10th day of March 2020 by and between the **TOWN OF HERNDON, VIRGINIA**, a municipal corporation, ("**Town**") and **APC REALTY AND EQUIPMENT COMPANY, LLC**, a Delaware limited liability company, ("**Lessee**") and **CLEAR WIRELESS, LLC**, a limited liability company ("**Sublessee**")

WHEREAS, Town and Lessee entered into a certain Deed of Lease dated April 1, 1997, as amended by First Amendment to Deed of Lease dated March 12, 2002, as further amended by Deed of Lease and Sublease Amendment dated May 21, 2012, as further amended by Amendment No. 3 to Deed of Lease and Sublease dated May 9, 2014 (the "**Agreement**").

WHEREAS, Town and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Town or Lessee occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

WHEREAS, Town and Lessee desire to amend the Lease and Sublease as follows;

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Lessee hereby agree as follows:

1. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Fourth Amendment.
2. All previous Exhibit A(s) are deleted in their entirety and replaced with Exhibit A dated March 10, 2020, all previous Exhibit B(s) are deleted in their entirety and replaced with Exhibit B dated March 10, 2020, all previous Exhibit C(s) are deleted in their entirety and replaced with Exhibit C, Pages 1-5 dated March 10, 2020, all are attached hereto and incorporated herein.
3. The premises description is hereby modified as described in Exhibit B dated March 10, 2020 and its equipment list and drawings as described in Exhibit C, Pages 1-5 dated March 10, 2020, both attached hereto and incorporated herein.
4. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.
5. This Fourth Amendment to Deed of Lease will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
6. Town represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.

7. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Fourth Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall prevail.
8. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

Lessor:
Town of Herndon

By: _____
Printed Name: Lisa C. Merkel
Title: Mayor
Date: _____

Approved as to Form

By: _____
Printed Name: Lesa J. Yeatts
Title: Town Attorney

Lessee:
APC Realty and Equipment Company, LLC

By: Angela Greer
Printed Name: Angela Greer
Title: Area Market Manager
Date: 2-13-2020

Sublessee:

Clear
Wireless
LLC

By: Angela Greer
Printed Name: Angela Greer
Title: Area Market Manager
Date: 2-13-2020

Exhibit A
March 10, 2020

The property lies in the Town of Herndon, Virginia and is described as follows:

1. 806 3rd Street
Herndon, VA 20170
2. Fairfax County Tax Map Number 10-4-2-45A

The geodetic coordinates of the Property are as follows:

North Latitude: 38° 58' 50"

West Longitude 77° 22' 59"

Exhibit B
March 10, 2020

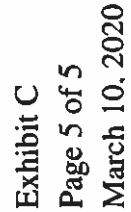
The premises shall consist of the following:

1. The Ground Space, consisting of approximately 70 square feet for the placement of equipment cabinets.
2. Space on the Tower space sufficient to accommodate the placement, installation, operation and maintenance of equipment (listed on Exhibit "C").
3. The Access Easement.
4. The Utility Easements.
5. The premises are depicted as follows: See attached Exhibit C "Site Plan", "Equipment Plan", "Antenna Plan" and "Building/Tower Elevations", all dated March 10, 2020 and all by Trylon TSF.

Exhibit C
Page 1 of 5
March 10, 2020

The following equipment together with any associated wires, cables, pipes, conduits and supporting structures associated with the equipment shall be located on the Third Street Water Tank as generally shown on the attached drawings.

<u>Quantity</u>	<u>Type</u>	<u>Approximate Size</u>
5	Equipment Cabinets	up to 65"H x 31.5" W x 30" D
3	RFS Panel Antennas	72" H x 11.9" W x 7" D
3	Nokia Airscale Antennas	25.6" H x 19.7" W x 9.6" D
1	Microwave Dish	15-inch Clear Wireless sub lessee)
1	Microwave Dish	26-inch Clear Wireless sub lessee)



STAFF REPORT

Town Council
March 3, 2020

Title:

Ordinance - To approve and authorize the Mayor to sign a second lease amendment to Cellco Partnership d/b/a Verizon Wireless to revise the premises description, approved equipment list, and drawings at the Town's 3rd Street Water Tower.

Staff Contact:

Tammy Chastain
(703) 435-6860
tammy.chastain@herndon-va.gov

Description:

The original lease agreement at the Third Street Water Tower by and between the Town of Herndon, Virginia and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, was dated June 9, 2002 and first amended on August 12, 2012. The lease will expire August 31, 2027.

This Second Amendment updates the approved equipment list to include:

- Replace 7 of 12 existing antennas
- Add 3 remote radio units (RRU's)
- Remove six 1-5/8" coax cables and replace with 3 hyperflex cables
- Replace 3 distribution boxes.

This amendment approves a revision on the upper size limit of the panel antennas from not to exceed 8 feet to up to 98" H x 20" W x 10" D.

This amendment specifies equipment and size limits previously not included in the lease exhibits as follows:

- 6 remote radio units (RRU's) up to 22" H x 15" W x 10" D
- 3 distribution boxes up to 20" H x 16" W x 12" D
- 5 equipment cabinets up to 75" H x 33" W x 33" D
- Up to 6 hybrid cables 1 5/8" in diameter.

Both the distribution boxes and RRU's are ancillary pieces of hardware necessary for the antenna's operation.

March 3, 2020

Ordinance - To approve and authorize the Mayor to sign a second lease amendment to Cellco Partnership d/b/a Verizon Wireless to revise the premises description, approved equipment list, and drawings at the Town's 3rd Street Water Tower.

Page 2 of 2

Fiscal Impact:

The terms of the monthly rent will remain unchanged.

This lease amendment has no fiscal impact on the Town. The lessee is subject to a 3% yearly escalation as per the original Deed of Lease.

Staff Recommendation:

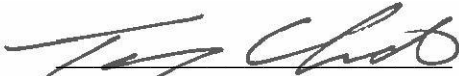
That the Mayor and Town Council adopt the attached ordinance approving and authorizing the Mayor to sign the second lease amendment.

Attachments:

Ordinance

Draft Second Amendment to Deed of Lease

Staff:

A handwritten signature in black ink, appearing to read "Tammy Chastain", written over a horizontal line.

Tammy Chastain

Deputy Director of Public Works

TOWN OF HERNDON, VIRGINIA

ORDINANCE

MARCH 10, 2020

Ordinance - To approve and authorize the Mayor to sign a second lease amendment to Celco Partnership d/b/a Verizon Wireless to revise the premises description, approved equipment list, and drawings at the Town's 3rd Street Water Tower.

BE IT ORDAINED by the Town Council of the Town of Herndon, Virginia, that:

1. The Town Council approves this Second Amendment to Deed of Lease dated March 10, 2020. This instrument amends the original Deed of Lease dated June 9, 2002 and the First Amendment to Deed of Lease dated August 15, 2012.
2. This instrument updates the approved equipment list and premises description.
3. This instrument approves revising the quantity and upper size limit of the following: 1 generator enclosure up to 10' x 15', 5 equipment cabinets up to 75" H x 33" W x 33" D, 1 15 KW diesel generator up to 80" H x 30" W x 50" D, 12 antennas up to 98" H x 20" W x 10" D, 3 distribution boxes up to 20" H x 16" W x 12" D, 6 remote radio units (RRU's) up to 22" H x 15" W x 10" D, 6 coax and/or fiber hybrid cables up to 1 5/8" diameter.
4. The Herndon 3rd Street Water Tower constitutes a municipal water storage and distribution resource, its dominant function. Town may maintain, paint, repair, and use the water tower for this purpose. Lessee and Sublessee, at their respective expense, upon not less than ninety days prior written notice from Town must move, temporarily remove, relocate, or temporarily disable their respective uses to accommodate such activities by Town. Rent shall abate during such temporary removal or temporary disabling when the Equipment is rendered useless. During a temporary relocation, Lessee or Sublessee, or both, is permitted to locate on the Premises a temporary communications facility, such as a cell on wheels. In the latter case, rent shall not abate.
5. In all other respects the original lease remains in effect.
6. The Mayor is authorized to sign and deliver the lease amendment and any ancillary instruments necessary to evidence or effectuate the lease amendment, provided they are consistent with this ordinance and on such form approved by the Town Attorney.
7. This ordinance shall be in effect on and after the date of its adoption.

SECOND AMENDMENT TO DEED OF LEASE

This Second Amendment to Deed of Lease ("Second Amendment"), is made this 10th day of March 2020 by and between the **TOWN OF HERNDON, VIRGINIA**, a municipal corporation, ("**Town**") and **CELLCO PARTNERSHIP**, a Delaware general partnership, d/b/a Verizon Wireless ("**Lessee**"), as successor in interest to Washington, D.C. SMSA Limited Partnership.

WHEREAS, Town and Lessee entered into a certain Deed of Lease dated June 9, 2002, as amended by the First Amendment to Deed of Lease dated August 15, 2012, (collectively referred to herein as the "Lease") whereby the Town leased to Lessee portions of Town's water tower and adjacent land known as the Third Street Water Tower, Third and Van Buren Street, Herndon, VA 20170, Fairfax County Tax Map Number 0104-02-0045A, all as more particularly described in the Original Deed of Lease.

WHEREAS, Town and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Town or Lessee occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

WHEREAS, Town and Lessee desire to amend the Lease as follows;

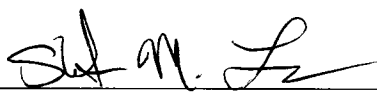
NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Lessee hereby agree as follows:

1. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Second Amendment.
2. Exhibit A1 and A2 are deleted in their entirety and replaced with Exhibit A dated March 10, 2020, Exhibit B, is deleted in its entirety and replaced with Exhibit B dated March 10, 2020, Exhibit C, is deleted in its entirety and replaced with Exhibit C, Pages 1-5 dated March 10, 2020, all are attached hereto and incorporated herein.
3. The premises description is hereby modified as described in Exhibit B dated March 10, 2020 and its equipment list and drawings as described in Exhibit C, Pages 1-5 dated March 10, 2020, both attached hereto and incorporated herein.
4. The Herndon 3rd Street Water Tower constitutes a municipal water storage and distribution resource, its dominant function. Town may maintain, paint, repair, and use the water tower for this purpose. Lessee and Sublessee, at their respective expense, upon not less than ninety days prior written notice from Town must move, temporarily remove, relocate, or temporarily disable their respective uses to accommodate such activities by Town. Rent shall abate during such temporary removal or temporary disabling when the Equipment is rendered useless. During a temporary relocation, Lessee or Sublessee, or both, is permitted to locate on the Premises a temporary communications facility, such as a cell on wheels. In the latter case, rent shall not abate.

5. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.
6. This Second Amendment to Deed of Lease will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
7. Town represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
8. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Second Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall prevail.

LESSEE:

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

BY: 
NAME: Stefanie M. Lewis
TITLE: Sr. Mgr. Real Estate
DATE: 2/7/20

Additional signatures on following page

TOWN:

TOWN OF HERNDON, VIRGINIA

BY: _____

Lisa C. Merkel

Mayor

DATE: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Lesa J. Yeatts

Town Attorney

Exhibit A
March 10, 2020

The property lies in the Town of Herndon, Virginia and is described as follows:

1. 806 3rd Street
Herndon, VA 20170
2. Fairfax County Tax Map Number 10-4-2-45A

The geodetic coordinates of the Property are as follows:

North Latitude: 38° 58' 50"

West Longitude 77° 22' 59"

Exhibit B
March 10, 2020

The premises shall consist of the following:

1. The Ground Space, consisting of approximately 324 square feet for placement of equipment cabinets and a back-up generator and associated concrete pad.
2. Space on the Tower sufficient to accommodate the placement, installation, operation and maintenance of the equipment (listed on Exhibit "C").
3. The Access easement.
4. The Utility Easements.
5. The premises are depicted on the attached drawings.

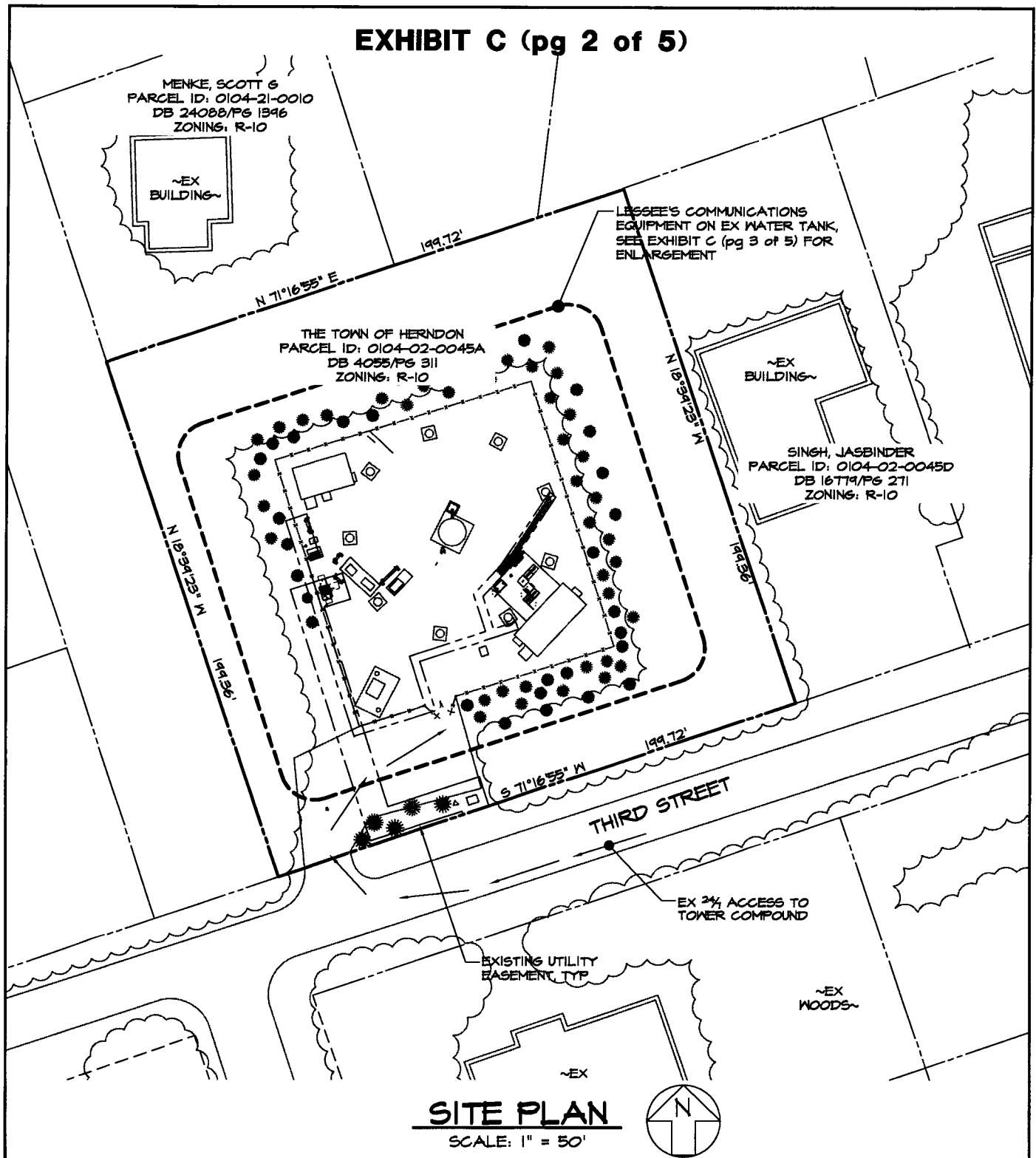
Nothing in this legal description shall convey to Lessee any rights in the Property other than what are specifically described in this Deed of Lease as to the Premises.

Exhibit C
Page 1 of 5
March 10, 2020

The following equipment together with any associated wires, cables, pipes, conduits and supporting structures associated with the equipment shall be located on the Third Street Water Tank as generally shown on the attached drawings.

<u>Quantity</u>	<u>Type</u>	<u>Approximate Size</u>
1	Generator Enclosure	10' X 15'
5	Equipment Cabinets	up to 75"H x 33" W x 33" D
1	15 KW Diesel Generator	80"H x 30" W x 50 " D
12	Antennas	up to 98" H x 20" W x 10" D
3	Distribution Boxes	up to 20" H x 16" W x 12" D
6	Remote Radio Units (RRU's)	up to 22" H x 15" W x 10 " D
6	Coax and/or Fiber Hybrid Cables	up to 1 5/8" diameter

EXHIBIT C (pg 2 of 5)



SITE PLAN

SCALE: 1" = 50'



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

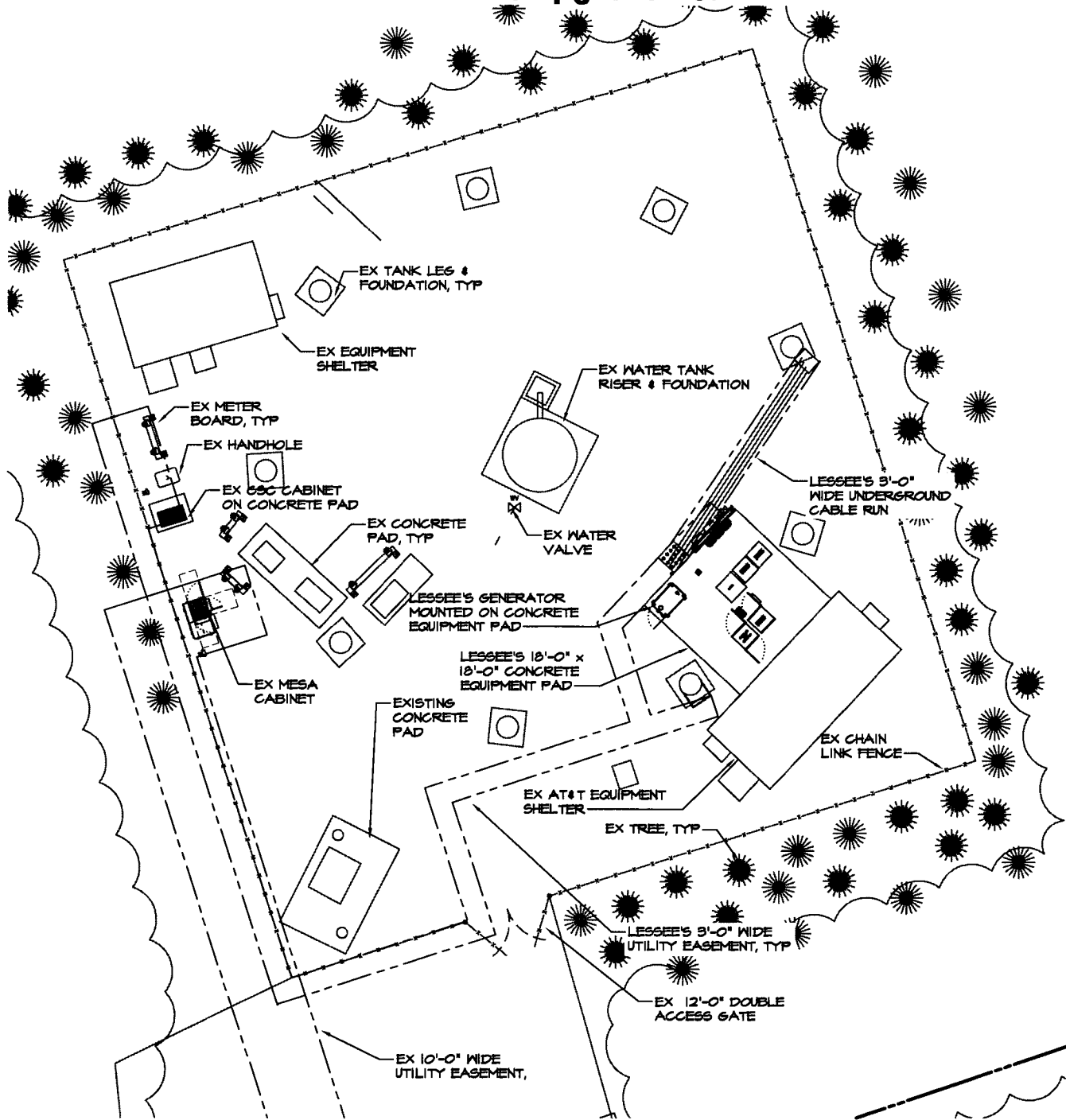
1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

**THIRD STREET WATER TANK
VZW - MONROE**

**806 THIRD STREET
HERNDON, VIRGINIA 20172**

SCALE:	DATE:	DRAWN BY:	DESIGN BY:	REVIEW BY:	JOB NO.:
AS NOTED	03/10/20	BES	BES	BES	119214.144

EXHIBIT C (pg 3 of 5)



ENLARGED COMPOUND LAYOUT

SCALE: 1" = 20'



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

**THIRD STREET WATER TANK
VZW - MONROE**

**806 THIRD STREET
HERNDON, VIRGINIA 20172**

SCALE:

AS NOTED

DATE:

03/10/20

DRAWN BY:

BES

DESIGN BY:

BES

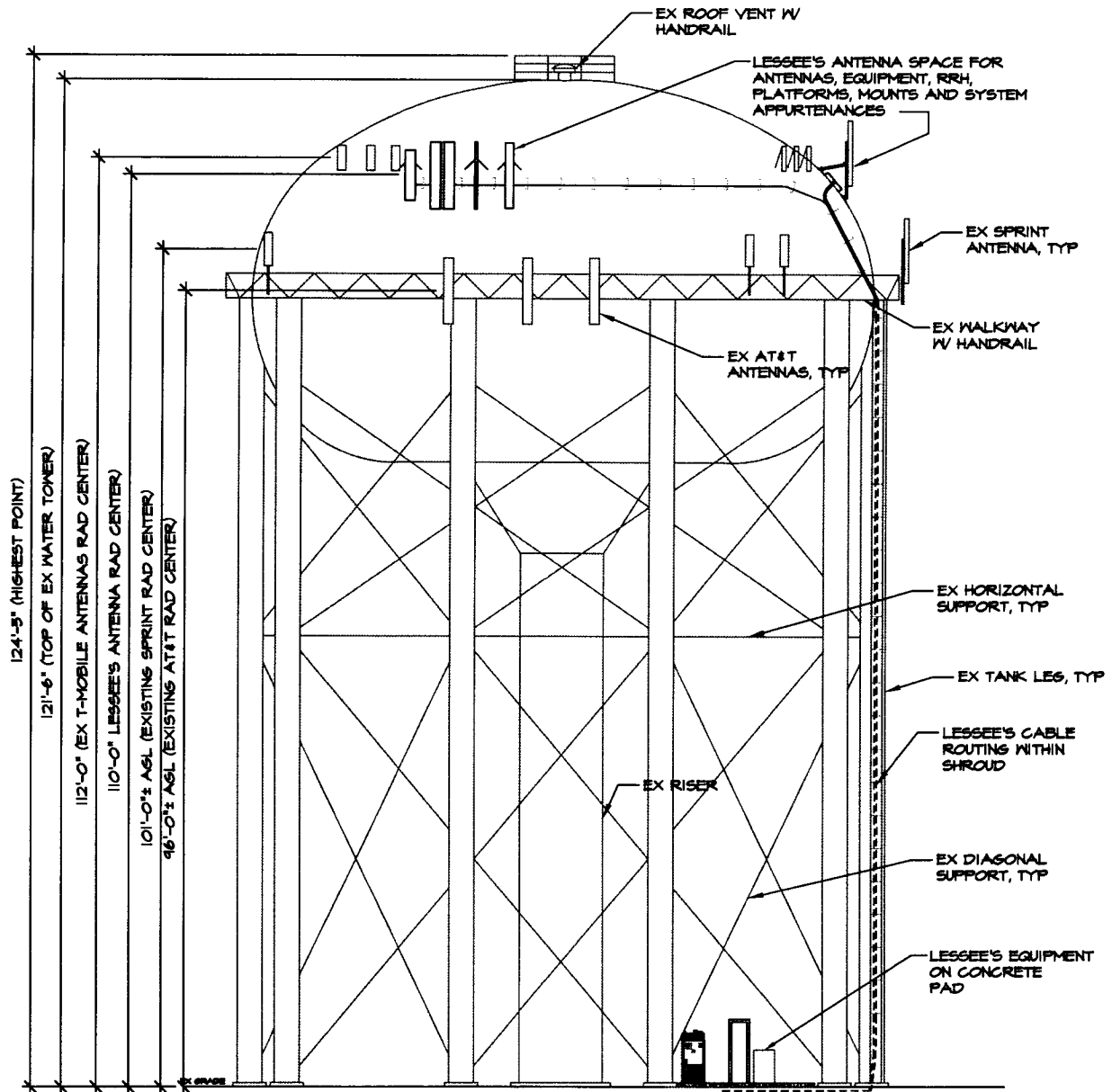
REVIEW BY:

BES

JOB NO.:

119214.144

EXHIBIT C (pg 4 of 5)



WATER TOWER ELEVATION

SCALE: 1" = 20'



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

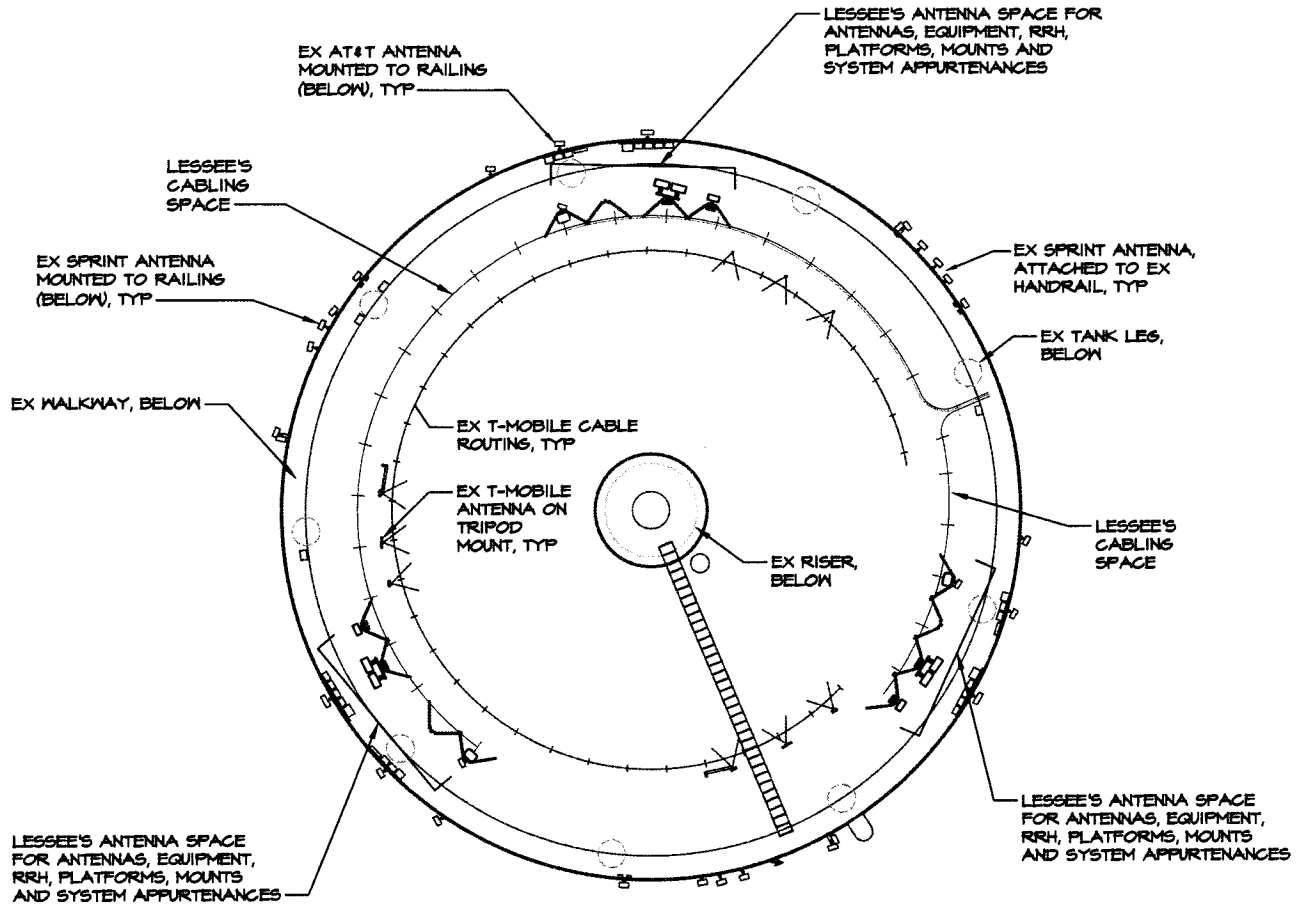
1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

**THIRD STREET WATER TANK
VZW - MONROE**

**806 THIRD STREET
HERNDON, VIRGINIA 20172**

SCALE: AS NOTED	DATE: 03/10/20	DRAWN BY: BES	DESIGN BY: BES	REVIEW BY: BES	JOB NO.: 119214.144
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EXHIBIT C (pg 5 of 5)



ANTENNA SECTOR LAYOUT

SCALE: 1" = 20'



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

**THIRD STREET WATER TANK
VZW - MONROE**

**806 THIRD STREET
HERNDON, VIRGINIA 20172**

SCALE: AS NOTED	DATE: 03/10/20	DRAWN BY: BES	DESIGN BY: BES	REVIEW BY: BES	JOB NO.: 119214.144
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STAFF REPORT

Town Council
March 3, 2020

Title:

Ordinance to approve the assignment of a Power Utility Easement to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, acquired by the Town of Herndon for transportation facility improvements for the Herndon Metrorail Access Improvements along Herndon Parkway, Herndon, Virginia, on property owned by Kiddar Herndon Station, LLC, Tax Map #: 0164-10-0006.

Staff Contacts:

John Irish, Deputy Director, Public Works
(703)435-6853
john.irish@herndon-va.gov

Lauri A.N. Sigler, Deputy Town Attorney
(703)787-7370
lauri.sigler@herndon-va.gov

Description:

The Herndon Metrorail Access Improvements at the Herndon Metro Station on Herndon Parkway is a long-standing CIP item (the "Project"). The completed public use Project will provide a drop-off lane for both directions to accommodate Fairfax Connector buses and for drivers to pull off of Herndon Parkway, stop and drop off Dulles Metrorail passengers safely. Certain power utility easements were acquired from property owners to allow for the relocation of electrical facilities by Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia ("Dominion").

The owner of the parcel located at 593 Herndon Parkway designated as Tax Map#: 0164-10-0006, Kiddar Herndon Station, LLC (the "Property Owner"), dedicated right of way containing 5,750 square feet, conveyed temporary construction easements containing 2,864 square feet, and conveyed a permanent power utility easement containing 3,825 square feet to the Town by that certain Deed of Dedication and Easements (the "Deed") recorded November 13, 2019, in Deed Book 25976, at page 1994, in the Fairfax County Land Records¹.

¹ After the Town acquired the referenced right of way and easements, Kiddar Herndon Station, LLC conveyed the property to Bristol Herndon Parkway, LLC, by Deed dated January 28, 2020 recorded in

The Town must now assign the permanent power utility easement it received from the Property Owners to Dominion to allow for the relocation of certain electrical facilities for the Project. Pursuant to Virginia Code §15.2-1800, the Town Council must hold a public hearing prior to conveying any interests in property owned by the Town.

The proposed Assignment of Easement between the Town and Dominion and a draft ordinance approving the Assignment of Easement are attached for Town Council's consideration.

VDOT authorization of advertising for construction contract bidding is contingent on the ability of the Town to have property rights secured and utility relocations completed. Approval of this Ordinance will accomplish this end and permit Dominion to begin utility relocation.

Fiscal Impact:

None.

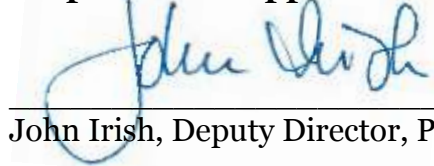
Recommendation:

Staff recommends that the Town Council approve the draft ordinance as proposed.

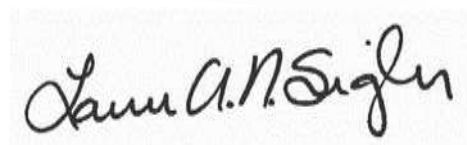
Attachments:

1. Draft Ordinance
2. Assignment of Easement
3. Recorded Deed of Dedication and Easement from Kiddar Herndon Station, LLC.

Prepared and Approved By:



John Irish, Deputy Director, Public Works



Lauri A.N. Sigler, Deputy Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

March 10, 2020

Ordinance- to approve the assignment of a Power Utility Easement to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, acquired by the Town of Herndon for transportation facility improvements for the Herndon Metrorail Access Improvements along Herndon Parkway, Herndon, Virginia, on property owned by Kiddar Herndon Station, LLC, Tax Map #: 0164-10-0006.

BE IT ORDAINED by the Town Council for the Town of Herndon that:

1. The Town Council approves the assignment of a Power Utility Easement from the Town to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia (“Dominion”), to assign the power utility easement acquired by the Town of Herndon from Kiddar Herndon Station, LLC, by that certain Deed of Dedication and Easement dated November 11, 2019 and recorded in Deed Book 25976, Page 1994, in the Fairfax County land records (“Kiddar Deed”). The power utility easement allows for the relocation of electric facilities which are necessary as part of the transportation facility improvements for the Herndon Metrorail Access Improvements along Herndon Parkway, Herndon, Virginia.
2. This power utility easement contains approximately 3,825 square feet and is located on property owned by Kiddar Herndon Station, LLC, at acquisition, now owned by Bristol Herndon Parkway, LLC, known as Tax Map#: 0164-10-0006, as is more particularly shown on the Plat dated November 7, 2019 prepared by Precision Measurements, Inc. and attached to the recorded Kiddar Deed.
3. The Mayor is authorized to sign and deliver an assignment of easement and associated instruments necessary to evidence, effect, or correct this assignment. This assignment shall be on such form as approved by the Town Attorney.
4. This ordinance shall be effective on and after the date of its adoption.

OFFICE OF THE TOWN ATTORNEY

Prepared by:

Lauri A. N. Sigler, VSB No. 39778
Deputy Town Attorney
Town of Herndon
777 Lynn Street, Herndon VA 20170

Return to:

Dominion Energy Virginia
Attn: James W. West
3072 Centreville Road
Herndon, VA 20171

Tax Map # 016-2-0147

ASSIGNMENT OF POWER UTILITY EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN OF HERNDON, VIRGINIA, a Virginia municipal corporation (GRANTOR), located at 777 Lynn Street, Herndon, Virginia 20170-4602, and BRISTOL HERNDON PARKWAY, LLC (additional GRANTOR for indexing purposes only, successor in interest to Herndon Station LLC, by Deed dated January 28, 2020, and recorded in Deed Book 2605, at Page 791) hereby assigns and transfers to VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia corporation, doing business in Virginia as Dominion Energy Virginia (GRANTEE), all of its right, title and interest in and to that certain Power Utility Easement recorded in Deed Book 26092, at Page 435, among the land records of Fairfax County, Virginia, a copy of which is attached hereto as an Exhibit A. This Assignment of Power Utility Easement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

--- SEE FOLLOWING PAGES FOR SIGNATURES ---

TOWN OF HERNDON, VIRGINIA,
a Virginia municipal corporation

By: _____
Lisa C. Merkel, Mayor

ATTEST:

Town Clerk

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by LISA C. MERKEL, Mayor of the Town of Herndon, a Virginia municipal corporation, on behalf of the Town of Herndon.

Notary Public

My Commission Expires: _____

Registration No. _____

APPROVED AS TO FORM:

Town Attorney

**VIRGINIA ELECTRIC AND POWER
COMPANY**, a Virginia corporation, doing
Business in Virginia as
Dominion Energy Virginia

By: _____
Shaun Reilly
Its: _____
Authorized Representative

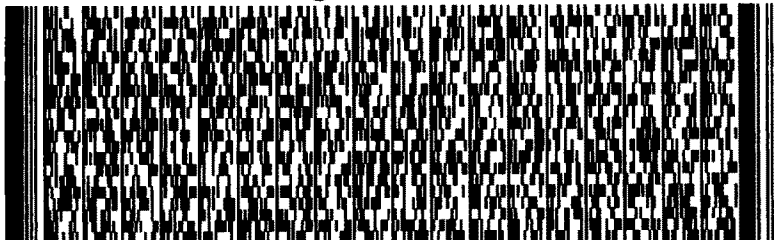
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____,
2020 by Shaun Reilly as Authorized Representative for Virginia Electric and
Power Company, a Virginia Corporation.

Notary Public
My Commission Expires: _____
Registration No. _____

Fairfax Circuit Court Coversheet Generator

Cover Sheet Page 1 of 1



Consideration	\$1,635,000.00	Consideration/Actual Value %	100
Actual/Assessed	Tax Exemption	NONE	Amount Not Taxed
Code Section	58.1-811, 58.1-3315, 25.1-418, 42.1-70, 17.1-266, 17.1279		
DEM Number			
Original Book	25339	Original Page	1304
Title Company	NONE	Title Case	
Property Descr.	LAND	Multiple Lots?	NO
Return To Party Name:	LESA YEATTS, TOWN ATTORNEY	Address:	777 LYNN STREET, HERNDON, VA 20172
No. of Certified Copies	0	No. of Non-certified Copies	0
		Page Range	

Document Type(s)

DEDICATION

Grantor(s)

KIDDAR HERNDON STATION, LLC_I_N

Grantee(s)

TOWN OF HERNDON_I_N

Tax Map Number

016-4- -10- -0006-

Prepared by/Return to: Town of Herndon: 777 Lynn Street, Herndon, VA 20172
 Attn: Lesa Yeatts, Town Attorney
 Tax Map No. 0164-10-0006

Exempted from recordation taxes
 under Sections 58.1-811 (A) (3),
 58.1-811(C)(5), 58.1-3315, 25.1-418, 42.1-70,
 17.1-266, and 17.1-279(E)

DEED OF DEDICATION AND EASEMENTS

THIS DEED OF DEDICATION AND EASEMENTS (the "Deed") is made this 1st day of Nov, 2019, by and between **KIDDAR HERNDON STATION, LLC**, ("Owner" or "Grantor"); **KEN GRAY** and **TIMOTHY ANNETT**, each a resident of the Commonwealth of Virginia, either of whom may acts, as Trustees (together, the "Trustees" or "Trustee Grantors") and whose business address is 8425 Boone Boulevard, Suite 820, Tysons Corner, Virginia 22182; **EAGLEBANK**, a Maryland banking corporation ("Beneficiary"); and the **TOWN OF HERNDON**, a Virginia municipal corporation ("Town" or "Grantee").

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located in the Town of Herndon, Virginia, at 575 Herndon Parkway, Herndon, Virginia, and more particularly described as Tax Map No. 016 4 10 0006 (the "Property"), having acquired the Property by Special Warranty Deed from 575 Herndon Parkway Investors LLC, a Delaware limited liability company to Kiddar Herndon Station LLC, a Virginia limited liability company and recorded in Deed Book 25339 at Page 1304, among the land records of Fairfax County, Virginia.

WHEREAS, by Credit Line Deed of Trust and Security Agreement, dated February 23, 2018, recorded February 28, 2018, in Deed Book 25339, Page 1312 (the "Deed of Trust"), the Property was conveyed in trust to Trustees to secure a certain indebtedness to Beneficiary.

WHEREAS, it is proposed by the Town to construct transportation improvements identified as the Herndon Metrorail Access Improvements Project on Herndon Parkway ("the Project"). The Project is further identified by the Town's Project Code Number (UPC) 104328; State Project Number U000-235-353, RW-201; and Federal Project Number CM-5A01 (863).

WHEREAS, the Property is shown as Parcel 003 on the Project plan sheets labelled "PLAT SHOWING TWO RIGHT-OF-WAY DEDICATIONS, ONE PERMANENT EASEMENT AND TWO TEMPORARY EASEMENTS ON THE PROPERTY OF KIDDAR HERNDON STATION, LLC (D.B. 25339, PG. 1304)" (the "Plat Sheet") dated November 5, 2019 and prepared by Precision Measurements Inc. which Plat Sheet is attached hereto and made a part hereof.

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the Town the dedication area and the property easements on the locations as shown on the Plan Sheets.

WHEREAS, the construction of the aforesaid Project makes it necessary to relocate the Dominion Facilities further described herein, and it is the desire and intent of the Owner to grant and convey to the Town a power easement for further assignment to a public service corporation.

WHEREAS, the parties have now agreed upon the following amount of just compensation for the land and/or interests therein and damages to the remainder, if any and for all other claims and demands by the Town against the Owner arising out of the conveyance of this land or interest therein, under threat of condemnation.

STREET DEDICATION

NOW THEREFORE, in consideration of the premises and the consideration stated herein, the receipt and sufficiency of which is hereby acknowledged, Owner does hereby dedicate to the Town the following land in fee simple for public use:

Right of Way dedication in the total amount of 5750 square feet comprised of 1) 24 square feet as more particularly identified as "PROP R/W 5 0.001 ACRE (24 S.F.) HEREBY DEDICATED" and shown on Plat Sheet and 2) 5726 square feet as "PROP R/W 6 0.131 ACRE (5726 S.F.) HEREBY DEDICATED" and shown on Plat Sheet. This dedication is made with the free consent and in accordance with the desires of the undersigned Owner and in accordance with statutes made and provided therefore.

TEMPORARY CONSTRUCTION EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the consideration stated herein, the receipt and sufficiency of which is hereby acknowledged, Owner does hereby grant and convey unto the Town, its successors and assigns, temporary construction and grading easements ("the TCE") in a total amount of 2864 square feet for the purpose of the necessary construction and grading through, upon and across the Property comprised of 1) 316 square feet as more particularly identified on Plat Sheet as "PROP. TEMP. CONST. EASEMENT 6 0.007 Acre (316 S.F.) HEREBY DEDICATED" and 2) 2548 square feet as more particularly identified on Plat Sheet as "PROP. TEMP. CONST. EASEMENT 7 0.058 ACRE (2548 S.F.) HEREBY DEDICATED" The TCE shall become null and void at such time as grading and construction is complete and the work is accepted by the Town.

The TCE is subject to following conditions:

1. The Town, its agents or assigns, shall have full and free use of the said easements and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and right-of-way, including the right of access to and from the right-of-way, and the right to use land adjoining the easements where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance and then only to the minimum extent reasonably necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building, structure or facility of a permanent nature on such adjoining land.
2. The Town, its agents or assigns shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the

easements being conveyed, deemed by it to interfere with the proper and efficient construction and grading of the property herein conveyed; provided, however, that the Town, at its own expense, shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the resetting of or the replacement of any existing fences, the replacement or transplanting of any shrubbery located within said easements and the seeding or sodding of the denuded areas, but not the restoration of the original grade or topography or the replacement of structures, trees or other obstructions located within said easements.

3. The Owner reserves the right to construct and maintain roadways over said easements and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easements by the Town for the purposes named; provided, however, while the TCE remains in effect, the Owner shall not erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the Town.

POWER EASEMENT

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the consideration stated herein, the receipt and sufficiency of which is hereby acknowledged, Owner does hereby grant and convey unto the Town, its successors and assigns, in accordance with the provision of Sections 15.02-1902 and 33.2-1014, Code of Virginia (1950), as amended, the perpetual right, privilege and non-exclusive easement over, under, through, upon and above and across the Property identified on Plat Sheet as "PROP. DOMINION EASEMENT 0.088 ACRE (3,825 S.F.) HEREBY DEDICATED" (the "Dominion Easement") in order that same may then be assigned and conveyed to Virginia Electric and Power Company, doing business in Virginia as Dominion Energy Virginia (hereinafter "Dominion"), its successors and assigns, for the purpose of granting Dominion the exclusive and perpetual right for transmitting and distributing electric power by one or more circuits; for Dominion's 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. The Dominion Easement and Dominion Facilities installed thereon as hereinabove described are subject to the following conditions:

1. Dominion shall have the right to lay, construct, operate, maintain, one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as Dominion may from time to time determine, and all wires conduit, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith ("Dominion Facilities").
2. All facilities constructed hereunder shall remain the property of Dominion. Dominion shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace

above the property controlled by Owner, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Dominion may from time to time deem advisable.

3. Dominion 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 Dominion shall remain the property of Owner.

4. For the purpose of exercising the right granted herein, Dominion 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 Owner. The right, however, is reserved to Owner 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, Dominion shall have such right of ingress and egress over the lands of Owner adjacent to the easement. Dominion shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to Owner.

5. Dominion shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to Dominion's rights set forth in Paragraph 3 above) and (b) outside the boundaries of the easement and shall repair or pay Owner, at Dominion's option, for other damage done to Owner's property inside the boundaries of the easement (subject, however, to Dominion's rights set forth in Paragraph 3 above) and outside the boundaries of the easement caused by Dominion in the process of the construction, inspection, and maintenance of Dominion's facilities, or in the exercise of its right of ingress and egress; provided Owner gives written notice thereof to Dominion within sixty (60) days after such damage occurs.

6. Owner, 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 Dominion's exercise of any of its rights hereunder. Owner shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, Owner may construct on the easement fences, landscaping (subject, however, to Dominion's rights in Paragraph 2 above), 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 Dominion's exercise of any of its rights granted hereunder. In the event such use does interfere with Dominion's exercise of any of its rights granted hereunder, Dominion may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by Owner and acceptable to Dominion. In the

event any such facilities are so relocated, Owner shall reimburse Dominion for the cost thereof and convey to Dominion an equivalent easement at the new site.

7. Dominion'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 Dominion's obligations as a public service company or such other obligations as may be related to or incidental to Dominion'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.

RELEASE AND TRUST SUBORDINATION

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, each of the Trustees, as authorized to act by the Beneficiary as shown by their execution hereof, do hereby release the that portion of the Property dedicated in fee simple from the liens of the respective Deeds of Trust.

In addition, the Trustees, as authorized to act by the Beneficiary, as shown by their execution hereof, do hereby subordinate the liens of the Deeds of Trust to the Easements granted herein.

It is expressly understood that the release of the that portion of the Property dedicated in fee simple from the liens of the Deeds of Trust, and the subordination of the liens of the Deeds of Trust to the Easements granted herein, shall not affect in any way the lien of the Deeds of Trust upon the other land conveyed thereby and not subject to said Easements, and the Deeds of Trust shall remain in full force and effect as to the land conveyed thereby, subject to said subordination.

ADDITIONAL CONSIDERATION

\$1,635,000 in full for the fee simple land, permanent utility easement, temporary construction easements, and any landscaping impacted by this Project, including any damages if any.

GENERAL PROVISIONS

The parties agree that the agreements and covenants stated above are not covenants personal to the Owner but are covenants running with the land, which are and shall be binding upon the Owner, its heirs, personal representatives, successors and assigns, as owner of the Property.

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of the Town of Herndon, Virginia, as shown by the signatures affixed to this Deed, and is with the free consent and in accordance with the desire of the Owner, owner and proprietor of the land shown on the Plan Sheets. The Owner by execution of this instrument acknowledges that the plans for the aforesaid project as they affect the Property have been fully explained to the authorized representatives.

The Owner covenants that they have the right to convey the land to the Town, that they have done no act to encumber the same and that they will execute such further assurance of the same as may be requisite.

The Town's execution of this Deed shall evidence the Town's acceptance of these easement rights and the fee simple title to the property and facilities now or later installed in the easement area(s). The Mayor is authorized to execute this deed on behalf of the Town.

The Owner covenants and agrees, that the consideration hereinabove mentioned and paid by Town shall be in lieu of any and all claims to compensation for easements, improvements, and for damages, if any.

This document may be executed in counterparts, which, taken together, shall constitute one and the same instrument.

FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE FOLLOWING
PAGES

Kiddar Herndon Station, LLC

By: Bristol Capital Corporation,
It's Manager

By: [Signature] (SEAL)
David A. Sislen, President

STATE/Commonwealth of Maryland

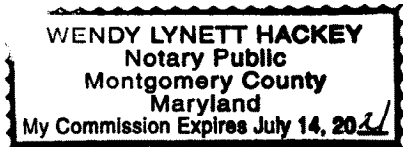
CITY/COUNTY OF Bethesda / Montgomery to-wit:

The foregoing instrument was acknowledged before me this 11 day of November,

2019, by David A. Sislen, President of Bristol Capital Corporation, Manager of Kiddar Herndon Station, LLC.

My Commission Expires: 7/14/21
Registration Number: _____

[Signature]
Notary Public



BENEFICIARY: EAGLEBANK

Kenneth L. Gray (SEAL)
Ken Gray or Timothy Annett, Trustees

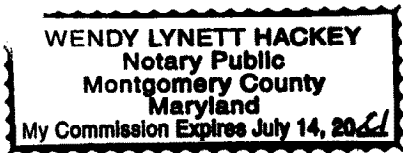
STATE/Commonwealth of Maryland
CITY/COUNTY OF Montgomery, to-wit:

The foregoing instrument was acknowledged before me this 12 day of November 2019, by
Ken Gray, Trustee.

Wendy Lynett Hackey
Notary Public

My Commission Expires: 7/14/21

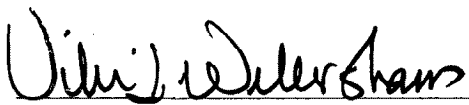
Registration Number: _____



TOWN OF HERNDON, VIRGINIA, a
Virginia Municipal Corporation

By  (SEAL)
Lisa C. Merkel, Mayor

ATTEST:

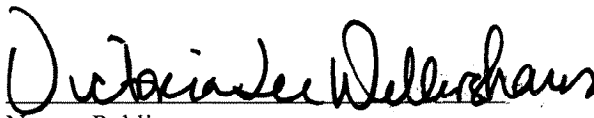
 (SEAL)
Town Clerk



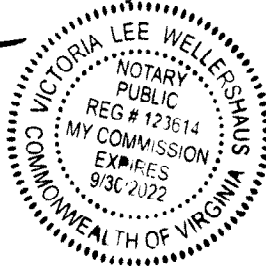
COMMONWEALTH OF VIRGINIA
FAIRFAX COUNTY, to-wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Lisa C. Merkel as Mayor of the Town of Herndon, Virginia, whose name is signed to the foregoing deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

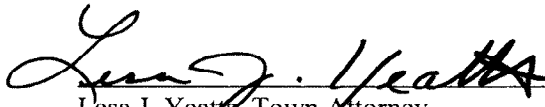
Given under my hand this 13th day of November, 2019.

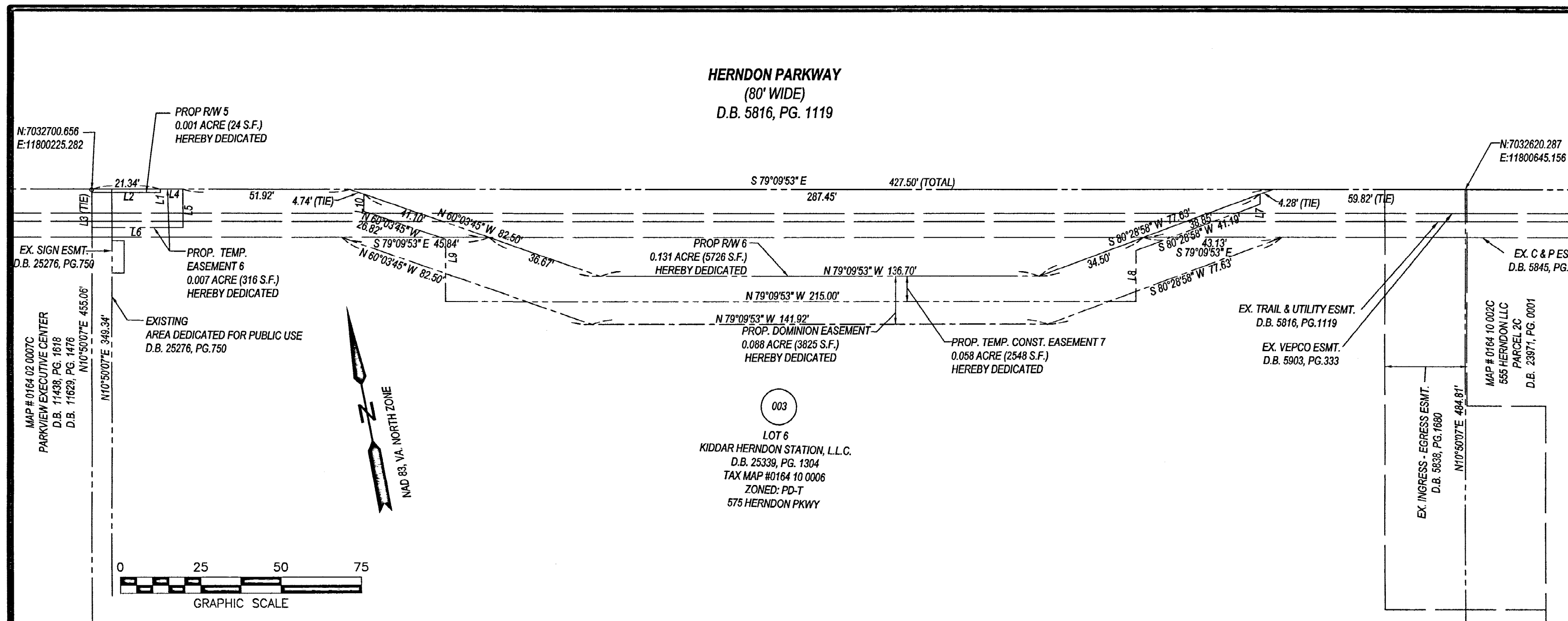

Notary Public

My Commission Expires: 9.30.22
Registration Number: #123614



APPROVED AS TO FORM:

 (SEAL)
Lesa J. Yeatts, Town Attorney

**OWNER'S CERTIFICATE: (WITH RESPECT TO PARCEL 003 ONLY)**

THE PLATTING OR DEDICATION OF THE RIGHT(S)-OF-WAY AND/OR EASEMENT(S) SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER(S), PROPRIETOR(S) AND TRUSTEE(S), IF ANY.

BY (SIGNATURE): [Signature] DATE 11/11/19
 BY (PRINTED NAME AND TITLE): David A. Sislen, President
by Bristol Capital Corporation,

BY (SIGNATURE): _____ DATE _____
 (PRINTED NAME AND TITLE) _____ DATE _____

NOTARY:

COMMONWEALTH OF VIRGINIA State of Maryland
 COUNTY OF Montgomery
 THIS PLAT WAS ACKNOWLEDGED BEFORE ME, A NOTARY PUBLIC FOR THE ABOVE JURISDICTION,
 WITNESSED THE ABOVE SIGNATURES THIS 11 DAY OF November, 2019.

NOTARY PUBLIC: [Signature]
 MY COMMISSION EXPIRES: 7/14/21

APPROVED BY
 TOWN OF HERNDON, VIRGINIA
 MAYOR [Signature] DATE 11/13/19
 ATTEST [Signature] DATE 11/13/19

WENDY LYNETT HACKEY
 Notary Public
 Montgomery County
 Maryland
 My Commission Expires July 14, 2021

SURVEYOR'S CERTIFICATE

I, MARK D. MCGONIGLE, L.S., DULY LICENSED SURVEYOR IN THE COMMONWEALTH OF VIRGINIA DO HEREBY CERTIFY THAT THE DEDICATIONS OF EASEMENTS AND/OR RIGHTS-OF-WAY SHOWN HEREON ARE LOCATED UPON THE FOLLOWING INDICATED PARCEL EMBRACED ON THIS PLAT AND IS NOW IN THE NAME OF:

PARCEL #003

KIDDAR HERNDON STATION, L.L.C., AS RECORDED IN D.B. 25339, PG. 1304.

AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA AND THAT THE BEARINGS REFER TO NAD '83 VIRGINIA STATE PLANE COORDINATE SYSTEM (NORTH ZONE).

MARK D. MCGONIGLE, L.S. (VIRGINIA LSH 002506) DATE 11-07-2019

LINE	BEARING	DISTANCE
L1	S 10°50'07" W	1.10'
L2	N 79°09'53" W	21.34'
L3	N 10°50'07" E	1.10'
L4	S 79°09'53" E	6.96'
L5	S 10°50'12" W	12.00'
L6	N 79°09'53" W	28.31'
L7	N 10°50'07" E	3.20'
L8	S 10°50'07" W	15.99'
L9	N 10°50'07" E	19.38'
L10	S 10°50'07" W	5.29'

NOTES:

- EASEMENTS AND/OR RIGHTS-OF-WAY HEREBY DEDICATED BY THIS PLAT ARE IN CONJUNCTION WITH ENGINEERING PROJECT ENTITLED "HERNDON METRORAIL INTERMODAL ACCESS IMPROVEMENTS, PROJECT # CM-5A01, VDOT UPC# 104328", PREPARED BY CLARK NEXSEN, DATED JUNE 28, 2019. PARCEL IDENTIFIER NUMBERS SHOWN IN THIS PLAN SET ARE DUPLICATED ON THIS PLAT FOR THE SUBJECT PROPERTIES.
- BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECORDED DEEDS AND HIGHWAY PLAN INFORMATION AND DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY BY THIS FIRM.
- ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY, EASEMENTS, OR OTHER INTERESTS OF THE TOWN OF HERNDON SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.
- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.

AREA TABULATION: PARCEL 003

RIGHT-OF-WAY DEDICATION "PROP RW 5"	0.001 ACRE	(24 S.F.)
RIGHT-OF-WAY DEDICATION "PROP RW 6"	0.131 ACRE	(5726 S.F.)
TOTAL DEDICATION AREA:	0.132 ACRE	(5750 S.F.)
PERMANENT EASEMENT "PROP. DOMINION EASEMENT"	0.088 ACRE	(3825 S.F.)
TEMPORARY EASEMENT "PROP. TEMP. EASEMENT 6"	0.007 ACRE	(316 S.F.)
TEMPORARY EASEMENT "PROP. TEMP. EASEMENT 7"	0.058 ACRE	(2548 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.065 ACRE	(2864 S.F.)

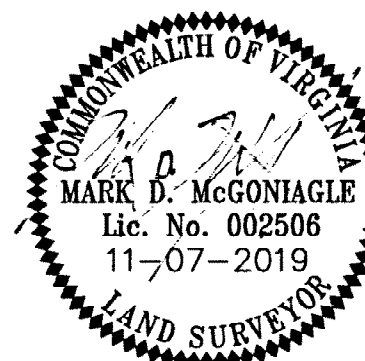
PLAT SHOWING
 TWO RIGHT-OF-WAY DEDICATIONS,
 ONE PERMANENT EASEMENT, AND TWO TEMPORARY EASEMENTS
 ON THE PROPERTY OF
KIDDAR HERNDON STATION, L.L.C.
 (D.B. 25339, PG. 1304)
 TOWN OF HERNDON, FAIRFAX COUNTY, VIRGINIA
 SCALE 1"=25'

Job#: 1447202
 Date: 11-07-2019
 Sheet: 1 of 1
 Drawn By: EMS
 Checked By: MDM

PLAT #2

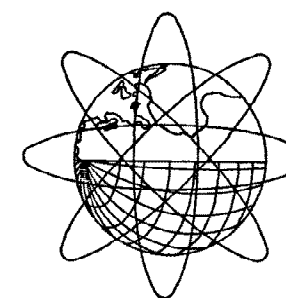
Rev. #	Rev. Date

Professional Seal



PRECISION MEASUREMENTS, INC.

SURVEYORS - GPS - GIS - MAPPING - 3-D LASER SCANNING
 4215 LAFAYETTE CENTER DRIVE, SUITE 2A
 CHANTILLY, VA 20151 (703) 434-2676
 WWW.PRECISIONMEASUREMENTS.COM
 VIRGINIA BEACH - NEWPORT NEWS - RICHMOND - MIDDLETOWN - CHANTILLY, VIRGINIA
 ELLICOTT CITY, MARYLAND - FT. LAUDERDALE, FLORIDA





STAFF REPORT

Town Council
March 3, 2020

Title:

Ordinance to approve the assignment of a Power Utility Easement to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, acquired by the Town of Herndon for transportation facility improvements to Van Buren Street from Spring Street to Herndon Parkway, Herndon, Virginia, on property owned by Garth J. Norris and Tracy L. Norris, Tax Map #: 0162-02-0147.

Staff Contacts:

John Irish, Deputy Director, Public Works
(703)435-6853
john.irish@herndon-va.gov

Lauri A. N. Sigler, Deputy Town Attorney
(703)787-7370
lauri.sigler@herndon-va.gov

Description:

The Van Buren Street Improvement Project is a long-standing CIP item (the "Project"). The Town of Herndon intends to construct certain transportation facility improvements to Van Buren Street from Spring Street to Herndon Parkway. Certain power utility easements were acquired from property owners to allow for the relocation of electrical facilities by Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia ("Dominion").

The owners of the parcel located at 403 Van Buren Street designated as Tax Map #: 0162-02-0147, Garth J. Norris and Tracy L. Norris (the "Property Owners"), dedicated right of way containing 889 square feet, conveyed a temporary construction easement containing 947 square feet, and conveyed a permanent power utility easement containing 49 square feet to the Town by that certain Deed of Dedication and Easement (the "Deed") recorded February 20, 2020, in Deed Book 26092, at page 435, in the Fairfax County Land Records.

The Town must now assign the permanent power utility easement it received from the Property Owners to Dominion to allow for the relocation of certain electrical facilities for the Project. Pursuant to Virginia Code §15.2-1800, the Town Council

must hold a public hearing prior to conveying any interests in property owned by the Town.

The proposed Assignment of Easement between the Town and Dominion and a draft ordinance approving the Assignment of Easement are attached for Town Council's consideration.

VDOT authorization of advertising for construction contract bidding is contingent on the ability of the Town to have property rights secured and utility relocations completed. Approval of this Ordinance will accomplish this end and permit Dominion to begin utility relocation.

Fiscal Impact:

None.

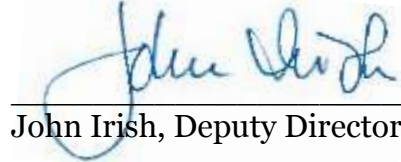
Recommendation:

Staff recommends that the Town Council approve the draft ordinance as proposed.

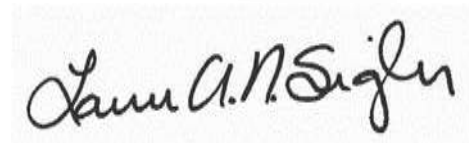
Attachments:

1. Draft Ordinance
2. Assignment of Easement
3. Recorded Deed of Dedication and Easement from Garth J. Norris & Tracy L. Norris.

Prepared and Approved By:



John Irish, Deputy Director, Public Works



Lauri A.N. Sigler, Deputy Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

March 10, 2020

Ordinance- to approve the assignment of a Power Utility Easement to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, acquired by the Town of Herndon for transportation facility improvements to Van Buren Street from Spring Street to Herndon Parkway, Herndon, Virginia, on property owned by Garth J. Norris and Tracy L. Norris, Tax Map #: 0162-02-0147.

BE IT ORDAINED by the Town Council for the Town of Herndon that:

1. The Town Council approves the assignment of a Power Utility Easement from the Town to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia (“Dominion”), to assign the power utility easement acquired by the Town of Herndon from Garth J. Norris and Tracy L. Norris, by that certain Deed of Dedication and Easement dated December 27, 2019, and recorded in Deed Book 26092, Page 435, in the Fairfax County land records (“Norris Deed”). The power utility easement allows for the relocation of electric facilities which are necessary as part of the transportation facility improvements to Van Buren Street from Spring Street to Herndon Parkway, Herndon, Virginia.
2. This power utility easement contains approximately 49 square feet and is located on property owned by Garth J. Norris and Tracy L. Norris, known as Tax Map#: 0162-02-0147, as is more particularly shown on Plat Number 40-19-0183 prepared by Dominion and attached to the recorded Norris Deed.
3. The Mayor is authorized to sign and deliver an Assignment of Easement and associated instruments necessary to evidence, effect, or correct this assignment. This assignment shall be on such form as approved by the Town Attorney.
4. This ordinance shall be effective on and after the date of its adoption.

OFFICE OF THE TOWN ATTORNEY

Prepared by:

Lauri A. N. Sigler, VSB No. 39778
Deputy Town Attorney
Town of Herndon
777 Lynn Street, Herndon VA 20170

Return to:

Dominion Energy Virginia
Attn: James W. West
3072 Centreville Road
Herndon, VA 20171

Tax Map # 016-2-0147

ASSIGNMENT OF POWER UTILITY EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN OF HERNDON, VIRGINIA, a Virginia municipal corporation (GRANTOR), located at 777 Lynn Street, Herndon, Virginia 20170-4602, and GARTH J. NORRIS, JR and TRACEY L. NORRIS (additional GRANTORS for indexing purposes only) hereby assigns and transfers to VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia corporation, doing business in Virginia as Dominion Energy Virginia (GRANTEE), all of its right, title and interest in and to that certain Power Utility Easement recorded in Deed Book 26092, at Page 435, among the land records of Fairfax County, Virginia, a copy of which is attached hereto as an Exhibit A. This Assignment of Power Utility Easement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

--- SEE FOLLOWING PAGES FOR SIGNATURES ---

TOWN OF HERNDON, VIRGINIA,
a Virginia municipal corporation

By: _____
Lisa C. Merkel, Mayor

ATTEST:

Town Clerk

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by LISA C. MERKEL, Mayor of the Town of Herndon, a Virginia municipal corporation, on behalf of the Town of Herndon.

Notary Public

My Commission Expires: _____

Registration No. _____

APPROVED AS TO FORM:

Town Attorney

**VIRGINIA ELECTRIC AND POWER
COMPANY**, a Virginia corporation, doing
Business in Virginia as
Dominion Energy Virginia

By: _____
Shaun Reilly

Its: _____
Authorized Representative

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____,
2020 by Shaun Reilly as Authorized Representative for Virginia Electric and
Power Company, a Virginia Corporation.

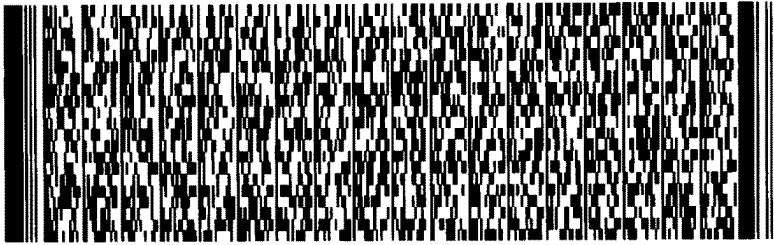
Notary Public
My Commission Expires: _____
Registration No. _____

2/19/2020

Display Barcodes - Fairfax Circuit Court

Fairfax Circuit Court Coversheet Generator

Cover Sheet Page 1 of 1



Consideration	\$0.00	Consideration/Actual Value %	100	
Actual/Assessed	Tax Exemption	NONE	Amount Not Taxed	
Code Section	58.1-811, 58.1-3315, 25.1-418, 42.1-70, 17.1-266, AND 17.1-279			
DEM Number				
Original Book		Original Page		
Title Company	NONE		Title Case	
Property Descr.	405 VAN BUREN STREET		Multiple Lots?	NO
Return To Party Name:	TOWN OF HERNDON, ATTORNEY'S OFFICE	Address:	777 LYNN STREET, HERNDON VA 20170	
No. of Certified Copies	0	No. of Non-certified Copies	0	Page Range

Document Type(s)

DEDICATION

Grantor(s)

GARTH J NORRIS JR_I_N, TRACEY L NORRIS_I_N

Grantee(s)

TOWN OF HERNDON, VIRGINIA_I_N

Tax Map Number

016-2- -02- -0147-

49

Prepared by:
Lauri A.N. Sigler, VSB No. 39778
Deputy Town Attorney
Town of Herndon
777 Lynn Street
Herndon, Virginia 20170

Tax Map No. 0162-02-0147

THIS DEED OF DEDICATION AND EASEMENT (the **“Deed”**) is made this 27th day of December, 2019, by and between **GARTH J. NORRIS, JR. and TRACEY L. NORRIS**, (hereinafter referred to as **“Owners”**) and the **TOWN OF HERNDON, VIRGINIA**, a municipal corporation (hereinafter referred to as **“Town”**).

W I T N E S S E T H :

WHEREAS, the Owners are the owners and proprietors of certain real property (the **“Property”**) as shown on Plat #4 of Job # RK1807.01, dated July 17, 2019, for PARCEL 6 entitled Plat Showing “A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF **GARTH J. NORRIS, JR. TRACEY L. NORRIS**” and prepared by H&B Surveying and Mapping, LLC of Richmond, Virginia, (the **“Plat”**) which Plat is attached hereto; and

WHEREAS, the Property is situate in Fairfax County, Virginia, Owner having acquired the Property by deed recorded in Deed Book 20960, at page 405, among the land records of Fairfax County, Virginia; and

WHEREAS, it is the desire and intent of Owner to dedicate, grant, and convey for public use, the streets and thoroughfares in accordance with this Deed and the Plat; and

WHEREAS, it is the desire and intent of Owner to grant and convey unto the Town the easements in the locations as shown on the Plat and as hereinafter provided; and

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the Town a power utility easement for further assignment to a public service corporation; and

WHEREAS, the Property is not subject to the lien of a Deed of Trust.

STREET DEDICATION

NOW THEREFORE, that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby grant, dedicate, and convey to the Town in fee simple the 0.020 Acre (889 square feet), more or less, of right of way for public street purposes as so designated on the Plat as **“VARIABLE WIDTH R/W**

Exempted from recordation taxes and fees under Sections 58.1-811(A)(3), 58.1-811(C)(5), and 17.1-279(E) of the Code of Virginia 1950, as amended.

DEDICATION "06-RW1" 0.020 ACRE (889 S.F.) HEREBY DEDICATED FOR PUBLIC STREET PURPOSES". This dedication is made in accordance with the statutes made and provided therefore.

TEMPORARY CONSTRUCTION EASEMENT

NOW THEREFORE, that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Owner does hereby grant and convey unto the Town, its successors and assigns, a temporary construction easement for the purpose of the necessary grading and construction through, upon and across the Property as more particularly bounded and described on the Plat as "VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT "06-TCE 1" 0.022 ACRE (947 S.F.) HEREBY CREATED". This temporary grading and construction easement shall become null and void at such time as grading and construction is complete and the work is accepted by the Town.

The foregoing easement is subject to the following conditions where applicable:

1. Town, its agents and assigns, shall have full and free use of the easement areas for the purposes stated, the right of access to and from the easement area, and the right to use land abutting the easement area when Town deems such reasonably necessary for the convenient and efficient exercise of construction, alteration, repair, or maintenance relating to the easements.
2. Town shall have the right to trim, cut or remove trees and shrubbery and to remove fences, structures, and other obstructions or facilities in or near the easement area which are deemed by the Town to interfere with the proper and efficient construction, operation, alteration, repair, or other maintenance of the easements.
3. Town, at its own expense, shall restore to its original condition, as nearly as practical, any of the Owner's property disturbed by the Town in connection with activities undertaken pursuant to Paragraphs 1 and 2 above; but such restoration shall include only the reseeded or resodding of lawns, the reseeded of pasture areas, the replacement or repair of any authorized pavement which has been disturbed, any appropriate backfilling of trenches, the reinstallation of any fence removed, and the planting of young shrubs in replacement of shrubs removed or destroyed by the Town. With respect to Owner's property abutting the easement area; (i) the Town shall plant young trees in replacement of trees removed or destroyed by the Town, and (ii) the Town shall replace, or (at Town's option) reasonably compensate Owner for the value

of, other structures and facilities removed by the Town. However, the Town need not replace any trees or shrubs or other structures, obstructions, or facilities planted, installed, or constructed in violation of Paragraph 5 below.

4. Owner reserves the right to install and maintain pavement over the easement area if Owner otherwise has lawful authority to do so and to make any use of the easement area which is not inconsistent with the rights of the Town and does not interfere with the Town's use thereof, except as otherwise provided in Paragraph 5 below.

5. Owner shall not erect any building or other structure, excepting a fence; plant any tree; or change the existing ground elevation within the easement area without obtaining the prior written approval of the Town. Owner shall not without the prior written approval of the Town, erect any building or other structure, excepting a fence; plant any tree; or change the existing ground elevation on any land abutting the easement area if any of these acts could impair the use of said easement for the purposes herein named, or any part of it, or could unreasonably impair the Town's convenient exercise of its rights granted by this deed.

6. If Town performs work of any nature or expends any funds to correct any unauthorized grading or to remove any unauthorized trees, buildings, structures, facilities, or obstructions in or abutting the easement area, or if Owner causes or allows any damage to be done to any portion of the easement area, Owner shall reimburse the Town, within ten days of receipt of notice of demand, all costs incurred by the Town in this work. If such reimbursement is not made within the ten day period, interest shall accrue on the sum due at the legal rate of interest, and the Town shall be entitled to recover from Owner Town's attorney's fees in pursuing recovery of the sums due the Town.

7. Town's execution of the Deed shall evidence Town's acceptance of these easement rights and the fee simple title to any appurtenant facilities now or later installed in the easement areas.

POWER UTILITY EASEMENT

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the consideration stated herein, the receipt and sufficiency of which is hereby acknowledged, the Owner does also hereby grant and convey unto the Town its successors and assigns, in accordance with the provision of Sections 15.2-1902 and 33.2-1014, Code of Virginia (1950), as

amended, a non-exclusive power utility easement containing 49 square feet, more or less, over, under, through, upon, above and across the Property as more fully described on Plat Number 40-19-0183 attached hereto as "Exhibit 1", with the boundaries of the easement being shown broken lines, in order that the same may be assigned and conveyed to Virginia Electric and Power Company, doing business in Virginia as Dominion Energy Virginia (hereafter "Dominion"), its successors and assigns, for the purpose of granting the perpetual right, privilege and non-exclusive easement for transmitting and distributing electric power by one or more circuits; for Dominion's 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, maintain, one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as Dominion 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.

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 Dominion 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 Property as more particularly bounded and described on the Plat as

2. All facilities constructed hereunder shall remain the property of Dominion. Dominion shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by Owner, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Dominion may from time to time deem advisable.

3. Dominion 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 Dominion shall remain the property of Owner.

4. For the purpose of exercising the right granted herein, Dominion 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 Owner. The right, however, is reserved to Owner 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, Dominion shall have such right of ingress and egress over the lands of Owner adjacent to the easement. Dominion shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to Owner.

5. Dominion shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to Dominion's rights set forth in Paragraph 3 above) and (b) outside the boundaries of the easement and shall repair or pay Owner, at Dominion's option, for other damage done to Owner's property inside the boundaries of the easement (subject, however, to Dominion's rights set forth in Paragraph 3 above) and outside the boundaries of the easement caused by Dominion in the process of the construction, inspection, and maintenance of Dominion's facilities, or in the exercise of its right of ingress and egress; provided Owner gives written notice thereof to Dominion within sixty (60) days after such damage occurs.

6. Owner, 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 Dominion's exercise of any of its rights hereunder. Owner shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, Owner may construct on the easement fences, landscaping (subject, however, to Dominion's rights in Paragraph 3 above), 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 Dominion's exercise of any of its rights granted hereunder. In the event such use does interfere with Dominion's exercise of any of its rights granted hereunder, Dominion may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by Owner and acceptable to Dominion. In the event any such facilities are so relocated, Owner shall reimburse Dominion for the cost thereof and convey to Dominion an equivalent easement at the new site.

7. Dominion'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 Dominion's obligations as a public service company or such other obligations as may be related to or incidental to Dominion'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.

MISCELLANEOUS

Headings used in this Deed are for convenience purposes only and are not intended to affect the express terms herein set forth.

Unless otherwise indicated herein, the easements granted herein shall be perpetual and shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and assigns.

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of the Town of Herndon, Virginia, as shown by the signatures affixed to the Plat, and is with the free consent and in accordance with the desire of Owner, the owner and proprietor of the land depicted on the Plat, as aforesaid.

Town's execution of the Deed shall evidence Town's acceptance of these easement rights and the fee simple title to the facilities now or later installed in the easement area(s). The Mayor is authorized to execute this deed on behalf of the Town.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed, under seal.

FURTHER WITNESS the following signatures and seals.

[SIGNATURES FOLLOW ON NEXT PAGES]



JASON MARK TOM
NOTARY PUBLIC 7578618
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MAY 31, 2021

OWNERS:

[Signature] (SEAL)
GARTH J. NORRIS, JR.

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that GARTH J. NORRIS, JR. whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 31st day of December, 2019.

[Signature]
Notary Public

My Commission Expires: 05/31/2021
My Notary Registration Number: 7578618



JASON MARK TOM
NOTARY PUBLIC 7578618
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MAY 31, 2021

[Signature] (SEAL)
TRACEY L. NORRIS

COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that TRACEY L. NORRIS, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

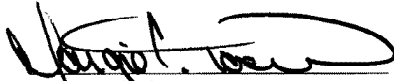
GIVEN under my hand and seal this 31st day of December, 2019.

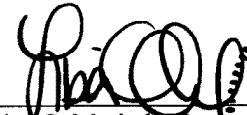
[Signature]
Notary Public

My Commission Expires: 05/31/2021
My Notary Registration Number: 7578618

ATTEST:

TOWN OF HERNDON, VIRGINIA


Town Clerk

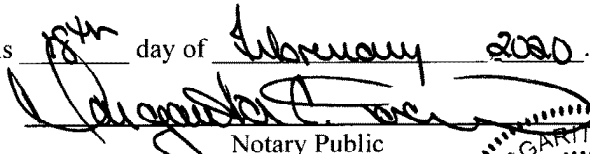
By 
Lisa C. Merkel, Mayor



COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax, to wit:

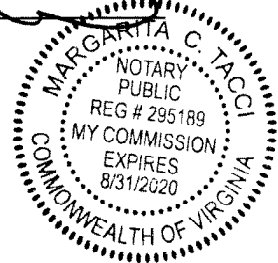
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Lisa C. Merkel as Mayor of the Town of Herndon, Virginia, whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 18th day of February 2020.

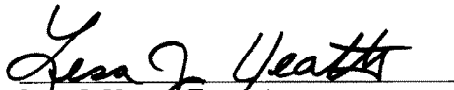

Notary Public

My Commission Expires: 8-31-2020

My Notary Registration Number: 295189



APPROVED AS TO FORM:


Lesa J. Yeatts, Town Attorney

"EXHIBIT 1"

LOT 148 Alabama Drive		LOT 143 Winstead, Valerie J. TR. Tax Map# 0162-02-0146 DB 3775 PG 0510 (#405 Van Buren ST)	
LOT 149 Norris, Garth J. & Tracey L. Tax Map# 0162-02-0147 DB 20960 PG 0405 (#403 Van Buren ST)		Aspen Drive	
To Senate Ct		To Heglar Oaks	
Van Buren St			
7'			
7'			
OH/UG			
PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia			
OWNER INITIALS <i>CS</i>		Page 1 of 1	
DATE BY Sebastian Gutierrez			
LEGEND --- Location of Boundary Lines of Right-of-Way == Indicates Property Line is Right-of-Way Boundary			
District 44 District-Township-Borough Town of Herndon Office NW Region Work Request Number 10221591		Scale NTS County-City Fairfax Co Pict Number 40-19-0183 Grid Number C0222	