TOWN OF HERNDON, VIRGINIA
WORK SESSION AGENDA
HERNDON COUNCIL CHAMBERS BUILDING
765 LYNN STREET
AUGUST 4, 2020
7:00 P.M.

The meeting is being held electronically pursuant to Virginia Code Section 2.2-3708.2, as amended; the Governor's Executive Orders, as amended; and in accordance with Ordinance 20-O-23, Continuity of Governmental Operations during Pandemic Disaster (COVID-19), as amended. Public comments will be received through the town clerk at town.clerk@herndon-va.gov.

5:30 P.M.
CLOSED MEETING

1. A closed meeting as provided under Section 2.2-3711(A)(1) of the Code of Virginia pertaining to discussion of specific public employee relative to annual performance review.

CALL TO ORDER

2. Roll Call & Determination of Quorum
3. Comments from the Town Manager

PUBLIC HEARINGS

HERNDON PARKWAY/VANBUREN STREET INTERSECTION

4. Ordinance 20-O-42, to authorize the use of eminent domain for the acquisition of a temporary construction easement on property established by Declaration for Metro Square Condominium recorded in Deed Book 25504, at page 692, as amended, among the land records of Fairfax County, Virginia and owned by Unit Owners Association of the Metro Square Condominium, at the southeast corner of the intersection of Herndon Parkway and Van Buren Street Elden Street, Herndon, Virginia, previously Tax Map #: 0164-10-0007N-1, for public use by condemnation for transportation facility improvements at the Herndon Parkway and Van Buren Street intersection, Herndon, Virginia.

5. Ordinance 20-O-43, to authorize the use of eminent domain for the acquisition of a fee simple interest, permanent storm drainage easement and a temporary easement on property owned by PS Business Parks, L.P., successor-in-interest to Monroe Parkway, L.L.C, at 570 Herndon Parkway, Herndon, Virginia, Tax Map #: 0164-10-0001A5, for public use by condemnation for transportation facility improvements at the Herndon Parkway and Van Buren Street intersection, Herndon, Virginia.

6. Ordinance 20-O-44, to authorize the use of eminent domain for the acquisition of a fee simple interest, permanent storm drainage easement and a temporary easement on property owned by Galaxy Atrium, LLC, at 205 Van Buren Street, Herndon, Virginia, Tax Map #: 0164-02-0004A, for public use by condemnation for transportation facility improvements at the Herndon Parkway and Van Buren Street intersection, Herndon, Virginia.

QUITCLAIM DEEDS TO DOMINION

7. Ordinance 20-O-45, to approve the conveyance of a power utility easement by Quitclaim Deed 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 Van Buren Street Improvement Project, on property owned by James R. Lee at 403 Hillwood Court, Herndon, Virginia, Fairfax County Tax Map #: 0162-22-0006.

8. Ordinance 20-O-46, to approve the conveyance of a power utility easement by Quitclaim Deed 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 Van Buren Street Improvement Project on property owned by Nichole F. Lopes & Patrick T. Lopes at 433 Van Buren Street, Herndon, Virginia, Fairfax County Tax Map #:0162-06-0002.

9. Ordinance 20-O-47, to approve the conveyance of a power utility easement by Quitclaim Deed 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 Van Buren Street Improvement Project on property owned by Valerie J. Winstead, Trustee at 405 Van Buren Street, Herndon, Virginia, Fairfax County Tax Map #: 0162-02-0146.

10. Ordinance 20-O-48, to approve the conveyance of a power utility easement by Quitclaim Deed 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 on property owned by Parkview Executive Center, Joint Venture RLLP, at 593 Herndon Parkway, Herndon, Virginia, Fairfax County Tax Map #: 0164-10-0007C.

CONVEYANCE OF EASEMENT TO VDOT

11. Ordinance 20-O-49, to approve the conveyance of a temporary construction easement to the Commonwealth of Virginia acting by and through the Virginia Department of Transportation (VDOT) on Town-owned property at 397 Herndon Parkway, Herndon, Virginia, Fairfax County Tax Map #: 0171-06-E2 for transportation facility improvements associated with the Spring Street Widening project.

GENERAL

12. Resolution 20-G-28, to ratify the Federal Subaward Agreement between the Town and Fairfax County for the use of Coronavirus Aid, Relief and Economic Security (CARES) funds.

13. Ordinance 20-O-50, to approve and authorize the Mayor to sign a Lease Agreement between the Town and Susan Alger for property located at 195 Herndon Parkway.

14. Ordinance 20-O-51, to approve and authorize the Mayor to sign a Lease Agreement between the Town and Michael S. Mueller for property located at 1270 Old Heights Road.

15. Resolution 20-G-29, to reappoint George Burke and Sean Regan to the Herndon Planning Commission.

ROUNDTABLE

STAFF REPORT

Town Council
August 4, 2020

Title:

Ordinance, to authorize the use of eminent domain for the acquisition of a temporary construction easement on property established by Declaration for Metro Square Condominium recorded in Deed Book 25504, at page 692, as amended, among the land records of Fairfax County, Virginia and owned by Unit Owners Association of the Metro Square Condominium, at the southeast corner of the intersection of Herndon Parkway and Van Buren Street, Herndon, Virginia, previously Tax Map #: 0164-10-0007N-1, for public use by condemnation for transportation facility improvements at the Herndon Parkway and Van Buren Street intersection, Herndon, Virginia.

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

Summary:

The Herndon Parkway and Van Buren Street intersection is a long-standing CIP project. The Town of Herndon intends to construct certain public improvements to include widening the intersection to accommodate additional vehicle turn lanes, new traffic and pedestrian signals and island, an extended sidewalk and cycle track, and a redesigned stormwater management system. In order to construct the improvements, the acquisition of several interests in land were identified as necessary. The Town made a bona fide but ineffectual effort to acquire a temporary construction easement from the landowner of property at the southeast corner of the intersection of Herndon Parkway and Van Buren Street, previously known as Fairfax County Tax Map No. 0164-10-0007N-1, and established by Declaration for Metro Square Condominium recorded in Deed Book 25504, at page 692, as amended, among the land records of Fairfax County, Virginia, for $1,895.00. The landowner did not accept the offer. As a result, negotiations are at an impasse and

the landowner cannot convey valid title. Therefore, the Town now seeks to file a Certificate of Take and prosecute to completion a condemnation action against the land owned by Unit Owners Association of the Metro Square Condominium as well as against Unit Owners Association of the Metro Square Condominium, for the Town's condemnation of these necessary interests in land over the aforementioned real estate so that construction of this critical project can begin.

Background:

The Herndon Parkway and Van Buren Street intersection is a long-standing CIP project. The completed public use project will provide additional vehicle turn lanes, new traffic and pedestrian signals with a pedestrian island, extended sidewalk and cycle track, and redesigned stormwater management system.

Project plans show dedication of right of way, storm drainage easements, and temporary construction easements for these improvements along Herndon Parkway and at the intersection with Van Buren Street.

Pennoni Associates, Inc. was awarded a Contract for the design of Herndon Parkway and Van Buren intersection improvements, as the best qualified to provide civil engineering services for this project as the result of their proposal, interview and selection by an evaluation committee.

As part of their scope of work, Pennoni Associates, Inc. was tasked with providing Right-of-Way acquisition services including but not limited to:

- Right of Way oversight and compliance management
- Prepare construction cost estimate reports
- Complete *QAlQC* of right of way plans and plats (and revisions)
- Support good-will contacts with affected landowners and tenants

Written "bona fide" offers were made to all property owners from whom interests in property are needed for construction of the project. The Virginia Code requires that a bona fide, but ineffectual offer be made to the property owner prior to initiating condemnation proceedings as well as an advertised public hearing. A check representing the fair market value of the land interests will be deposited in the Fairfax County Land Records along with the Certificate of Take. Negotiations are authorized to continue after the filing of the Certificate of Take and may continue, even if the Town is required to file a Petition in Condemnation—the next step after the filing of a Certificate of Take. The "quick take" process is authorized under the Virginia Code to allow condemners to enter property and obtain "defeasible title" to the property in order to start projects for the benefit of the public and come to an agreement on just compensation to the property owner. If final acquisition of the land interests does not occur after the filing of a Certificate

of Take, the Town will file a Petition in Condemnation in the Circuit Court to allow commissioners or jury to determine just compensation for the land interests.

Negotiations with the landowner at the southeast corner of the intersection of Herndon Parkway and Van Buren Street have not resulted in the conveyance of the necessary interests in land listed below:

ROW Acquisition Type	Size of ROW Acquired (Sq. Ft.)	Unit Price of Real Estate	% Of Value Applied	Estimated Value
Temporary Easement	379	$25.00	20.0%	$1,895.00
			TOTAL	**$1,895.00**

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 secure the property rights. It is anticipated that this project will be advertised for bidding in late-2020, upon completion of utility relocation with construction completed within one year of award.

Fiscal Impact:

Anticipated land acquisition costs are included in the current project budget.

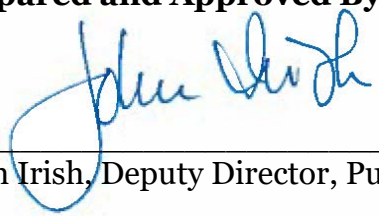
Recommendation:

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

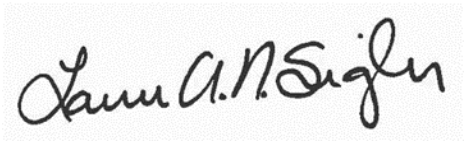
Attachments:

Draft Ordinance

Prepared and Approved By:



John Irish, Deputy Director, Public Works



Lauri A.N. Sigler, Deputy Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

August 11, 2020

Ordinance – to authorize the use of eminent domain for the acquisition of a temporary construction easement on property established by Declaration for Metro Square Condominium recorded in Deed Book 25504, at page 692, as amended, among the land records of Fairfax County, Virginia and owned by Unit Owners Association of the Metro Square Condominium, at the southeast corner of the intersection of Herndon Parkway and Van Buren Street, Herndon, Virginia, previously Tax Map #: 0164-10-0007N-1, for public use by condemnation for transportation facility improvements at the Herndon Parkway and Van Buren Street intersection, Herndon, Virginia.

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

1. The Town of Herndon made a bona fide but ineffectual effort to acquire the 379 square foot temporary construction and grading easement in connection with the Herndon Parkway and Van Buren Street intersection project. The landowner did not accept this offer and negotiations are at an impasse. Therefore, the Town Attorney and outside counsel on behalf of the Town are authorized and directed to file a Certificate of Take and prosecute to completion a condemnation action against the land owned by Unit Owners Association of the Metro Square Condominium**,** as well as Unit Owners Association of the Metro Square Condominium, for the Town's condemnation of the interest in property over real estate located at the southeast corner of the intersection of Herndon Parkway and Van Buren Street, Town of Herndon, Fairfax County, Virginia, previously designated as Tax Map #: 0164-10-0007N-1 and shown as on plat dated July 13, 2018, and sealed January 29, 2020, prepared by Pennoni Associates, Inc. of Leesburg, Virginia, which said plat is attached hereto and incorporated herein.

2. The Town Council approves the following proposed public use for this acquisition: the construction, maintenance, and improvement of transporation facilitites to include widening the intersection to accommodate additional vehicle turn lanes, new traffic and pedestrian signals with a pedestrian island, an extended sidewalk and cycle track, along with a redesigned stormwater management system, for the public safety and welfare of the Town.

3. The Town Council directs the Town Manager, Town Attorney, and their outside counsel to acquire the above described interests in property for public use by condemnation, purchase, or other means. The Town staff is hereby authorized to pay the compensation set forth in paragraph 1 above into the Fairfax County Circuit Court contemporaneously with filing a Certificate of Take.

4. The property interests shall be used for the Herndon Parkway and Van Buren Street intersection project. The property interests are necessary for the construction, maintenance, improvement of, and access to, the transportation facility improvements, for the public safety and welfare of the Town.

5. This ordinance shall be effective on and after the date of its adoption.

R.O.W. Line Table		
Line #	Length	Direction
L39	14.44'	S68° 18' 10"W
L40	10.00'	S21° 41' 50"E
L41	4.91'	S68° 18' 10"W
L42	21.01'	S21° 41' 50"E
L43	19.05'	N68° 18' 10"E

T.C.E. Line Table		
Line #	Length	Direction
L32	10.86'	N45° 48' 58"W
L33	10.31'	N39° 52' 58"W
L34	15.11'	N34° 25' 24"W
L35	4.19'	S64° 09' 56"W

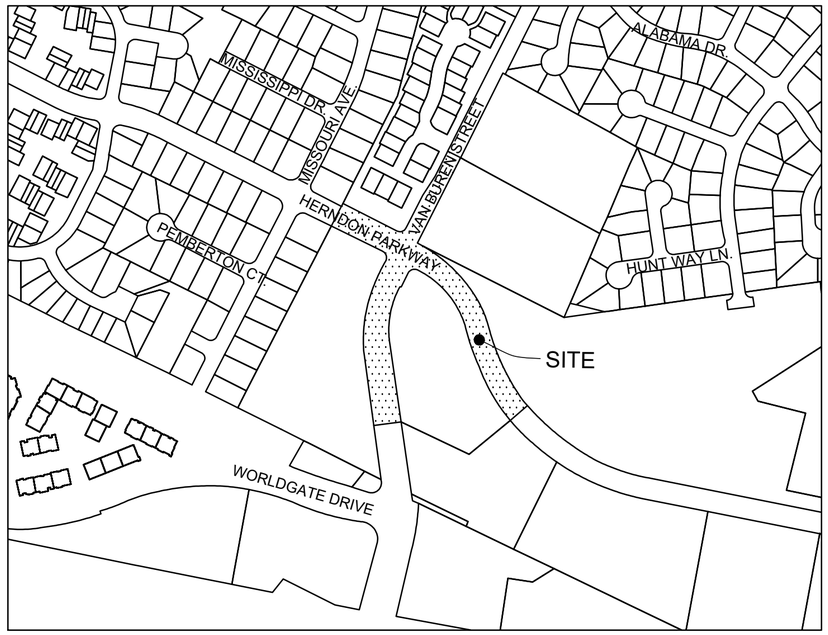
T.C.E. Curve Table			
Curve #	Length	Radius	Delta
C19	12.454	23.374	030.5276
C20	13.980	25.631	031.2519

AREAS

PARCEL #	R/W TAKE	TEMPORARY CONSTRUCTION ESM'T.	PERMANENT DRAINAGE ESM'T.
008	NONE	379 SQ.FT.	NONE

COMMONWEALTH OF VIRGINIA
ROGER E. HARRIS
Lic. No. 002631
01/29/2020
LAND SURVEYOR

REVISED	STATE	ROUTE	STATE PROJECT	SHEET NO.
	VA	606	0606-235-335	1
DRAWN BY: DLU		DATE: JULY 13, 2018		



VICINITY MAP
SCALE: 1"=400'

PROJECT MANAGER_____
SURVEYED BY, DATE_____
DESIGN BY_____
SUBSURFACE UTILITY BY, DATE_____

SURVEYOR'S CERTIFICATE

I, ROGER E. HARRIS, A DULY CERTIFIED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE LAND EMBRACED ON THIS PLAT IS IN THE NAME OF THE UNIT OWNERS OF THE METRO SQUARE CONDOMINIUM, D.B. 22504 @ PG. 692 AND AMENDED AT D.B. 25677 @ PG. 1716 AS RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

NOTES

1.) ALL ADJOINING/DEPARTING BOUNDARY LINES SHOWN ARE COMPILED FROM VARIOUS SOURCES: FOUND PROPERTY MONUMENTATION, METES AND BOUNDS DESCRIPTIONS AND RECORDED PLATS. THE ADJOINING LINES DO NOT REPRESENT A FIELD RUN SURVEY OF ADJOINING PROPERTIES AND ARE A BEST FIT BASED ON COMPILED DATA.

2.) ALL OF THE PROPERTIES PHYSICAL IMPROVEMENTS ARE NOT SHOWN HEREON.

3.) THIS PLAT SHEET WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY SHOWN HEREON.

4.) THIS SURVEY DATUM IS BASED ON VDOT PROJECT # _____

5.) RIGHT-OF-WAY MONUMENTATION TO BE SET UPON COMPLETION OF CONSTRUCTION.

OWNER'S CONSENT

THE PLATTING OR DEDICATION OF THE LANDS SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

BY: _____ DATE: _____

BY: _____ DATE: _____

BY: _____ DATE: _____

BY: _____ DATE: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN BEFORE ME
THIS _____ DAY OF _____ 2016

BY _____

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:

TOWN OF HERNDON

_____
MAYOR DATE

ATTEST: _____
TOWN CLERK DATE

Pennoni

PENNONI ASSOCIATES INC.
208 Church Street, SE
Leesburg, VA 20175
T 703.777.3616 **F** 703.777.3725

RIGHT OF WAY & TEMPORARY CONSTRUCTION EASEMENT PLAT

ON THE PROPERTY OF
THE UNIT OWNERS OF THE METRO SQUARE CONDOMINIUM
LOCATED IN HERNDON, VIRGINIA

	PROJECT	SHEET NO.
	HERN1501	1

MATCH SHEET 5

UTIL. ESMT. D.B. 5816, PG. 1119

EX. STM. DRN. ESMT. D.B. 6029, PG. 1053

C&P ESMT. D.B. 6029, PG. 1053 D.B. 5705, PG. 1033

STM. SEWER ESMT. D.B. 6029, PG. 1053

007

TOWN OF HERNDON
TAX MAP # 0164 10 0007N2
DB. 25177 PG. 1593
ZONE: PD-T
(#625 HERNDON PKWY.)

TRAIL ESMT. D.B. 6029, PG. 1053

L=352.223', R=410.000'

17+00.00

10.51 TIE

L32 C19 C20 L33 L34 C21

L=90.45', R=346.00'

L=34.44', R=346.00' TIE

S 84°22'57" E 112.80'

EX. ROW

PROP. TEMPORARY CONSTRUCTION EASEMENT

EX. ROW

EX. ROW

S 20°28'43" E 127.73'

N 05°37'03" E 82.32'

EX. ROW

POWER EASEMENT D.B. 2051 PG. 20

N 43°33'45" E 53.16'

NORTH (SEE NOTE 9)

008

THE UNIT OWNERS OF THE METRO SQUARE CONDOMINIUM
DB. 25677 PG. 1716
ZONE: PD-T
(#625 HERNDON PKWY.)

N 81°36'13" E 41.75'

EX. ROW

EX. ROW

N 04°27'06" W 105.48'

N 08°24'01" W 170.70'

VAN BUREN STREET - RTE. 666
(VARIABLE WIDTH RIGHT-OF-WAY)

18+00.00

17+00.00

S 05°09'59" E 155.47'

EX. ROW

19+00.00

L=228.00'

[47.50' +00.90]

C15 TCE

TRAIL ESMT. D.B. 5816, PG. 1119

C8 TCE

PROP. ROW

TCE (54.84' +69.84)

MONROE PARKWAY, LLC
TAX MAP # 0164 10 0001A5
DB. 10075 PG. 0114
ZONE: O & LI
(#570 HERNDON PKWY.)

TCE C16 TCE

[47.50' +04.95]

C9 (55.97' +18.68)

[47.50' +15.23]

006

TCE C17 TCE

C10

TCE

18+00.00

L=443.786', R=800.000'

[47.50' +89.75]

TCE

EX. ROW

C11 TCE

19+00.00

[44.72' +46.45]

L12 (50.96' +55.23)

L36

[39.38' +55.23]

TIE INTO EX. RIGHT OF WAY

HERNDON PARKWAY
(80' PUBLIC RIGHT-OF-WAY)
(DB. 5838 @ PG. 1680)

L39 L40 L41 L42 L43

20+00.00

(153.53' +01.25)

(204.76' +46.67)

POWER EASEMENT D.B. 2051 PG.409

L=215.55', R=857.50'

WATERLINE ESMT. D.B. 6029, PG. 1053

Pennoni

PENNONI ASSOCIATES INC.
208 Church Street, SE
Leesburg, VA 20175
T 703.777.3616 **F** 703.777.3725

0 25' 50'
SCALE: 1"=25'

RIGHT OF WAY PLANS & TEMPORARY CONSTRUCTION EASEMENT PLAT
ON THE PROPERTIES OF
THE UNIT OWNERS OF THE METRO SQUARE CONDOMINIUM
LOCATED IN HERNDON, VIRGINIA

THE UNIT OWNERS OF THE METRO SQUARE CONDOMINIUM
APPRAISAL
FEE:
PDE:
TCE:

REVISED	STATE	ROUTE	PROJECT	SHEET NO.
	VA	606	0606-235-335	2

DRAWN BY: DLU
DATE: JULY 13, 2018

COMMONWEALTH OF VIRGINIA
ROGER E. HARRIS
Lic. No. 002631
01/29/2020
LAND SURVEYOR

	PROJECT	SHEET NO.
	HERN1501	2

TOWN OF Herndon VIRGINIA

STAFF REPORT

Town Council
August 4, 2020

Title:

Ordinance, to authorize the use of eminent domain for the acquisition of a fee simple interest, permanent storm drainage easement and a temporary easement on property owned by PS Business Parks, L.P., successor-in-interest to Monroe Parkway, L.L.C., at 570 Herndon Parkway, Herndon, Virginia, Tax Map #: 0164-10-0001A5, for public use by condemnation for transportation facility improvements at the Herndon Parkway and Van Buren Street intersection, Herndon, Virginia.

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

Summary:

The Herndon Parkway and Van Buren Street intersection is a long-standing CIP project. The Town of Herndon intends to construct certain public improvements to include widening the intersection to accommodate additional vehicle turn lanes, new traffic and pedestrian signals and island, an extended sidewalk and cycle track, and a redesigned stormwater management system. In order to construct the improvements, the acquisition of several interests in land were identified as necessary. The Town made a bona fide but ineffectual effort to acquire right of way in fee simple, a temporary easement, and permanent storm drainage from the landowner of property at Fairfax County Tax Map No. 0164-10-0001A5, for $163,450.00, including an amount for landscaping. The landowner did not accept the offer. As a result, negotiations are at an impasse and the landowner cannot convey valid title. Therefore, the Town now seeks to file a Certificate of Take and prosecute to completion a condemnation action against the land owned by PS Business Parks, L.P., successor-in-interest to Monroe Parkway, L.L.C., as well as against PS Business Parks, L.P., successor-in-interest to Monroe Parkway, L.L.C.,,

for the Town's condemnation of these necessary interests in land over the aforementioned real estate so that construction of this critical project can begin.

Background:

The Herndon Parkway and Van Buren Street intersection is a long-standing CIP project. The completed public use project will provide additional vehicle turn lanes, new traffic and pedestrian signals with a pedestrian island, extended sidewalk and cycle track, and redesigned stormwater management system.

Project plans show dedication of right of way, storm drainage easements, and temporary construction easements for these improvements along Herndon Parkway and at the intersection with Van Buren Street.

Pennoni Associates, Inc. was awarded a Contract for the design of Herndon Parkway and Van Buren intersection improvements, as the best qualified to provide civil engineering services for this project as the result of their proposal, interview and selection by an evaluation committee.

As part of their scope of work, Pennoni Associates, Inc. was tasked with providing Right-of-Way acquisition services including but not limited to:

- Right of Way oversight and compliance management
- Prepare construction cost estimate reports
- Complete *QAlQC* of right of way plans and plats (and revisions)
- Support good-will contacts with affected landowners and tenants

Written "bona fide" offers were made to all property owners from whom interests in property are needed for construction of the project. The Virginia Code requires that a bona fide, but ineffectual offer be made to the property owner prior to initiating condemnation proceedings as well as an advertised public hearing. A check representing the fair market value of the land interests will be deposited in the Fairfax County Land Records along with the Certificate of Take. Negotiations are authorized to continue after the filing of the Certificate of Take and may continue, even if the Town is required to file a Petition in Condemnation—the next step after the filing of a Certificate of Take. The "quick take" process is authorized under the Virginia Code to allow condemners to enter property and obtain "defeasible title" to the property in order to start projects for the benefit of the public and come to an agreement on just compensation to the property owner. If final acquisition of the land interests does not occur after the filing of a Certificate of Take, the Town will file a Petition in Condemnation in the Circuit Court to allow commissioners or jury to determine just compensation for the land interests.

Negotiations with the landowner at Fairfax County Tax Map No. 0164-10-0001A5 have not resulted in the conveyance of the necessary interests in land listed below:

ROW Acquisition Type	Size of ROW Acquired (Sq. Ft.)	Unit Price of Real Estate	% Of Value Applied	Estimated Value
Right of Way in Fee	4,369	$25.00	100.0%	$ 109,225.00
Temporary Easement	8,290	$25.00	20.0%	41,450.00
Permanent Drainage Easement	315	$25.00	20%	1,575.00
Landscaping				11,200.00
			TOTAL	**$163,450.00**

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 secure the property rights. It is anticipated that this project will be advertised for bidding in late-2020, upon completion of utility relocation with construction completed within one year of award.

Fiscal Impact:

Anticipated land acquisition costs are included in the current project budget.

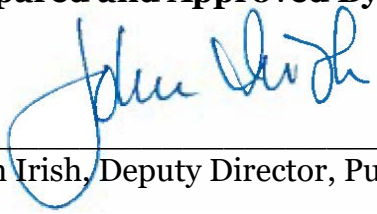
Recommendation:

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

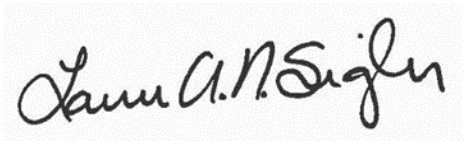
Attachments:

Draft Ordinance

Prepared and Approved By:



John Irish, Deputy Director, Public Works



Lauri A.N. Sigler, Deputy Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

August 11, 2020

Ordinance – authorize the use of eminent domain for the acquisition of a fee simple interest, permanent storm drainage easement and a temporary easement on property owned by PS Business Parks, L.P., successor-in-interest to Monroe Parkway, L.L.C., at 570 Herndon Parkway, Herndon, Virginia, Tax Map #: 0164-10-0001A5, for public use by condemnation for transportation facility improvements at the Herndon Parkway and Van Buren Street intersection, Herndon, Virginia.

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

1. The Town of Herndon made a bona fide but ineffectual effort to acquire the 4,369 square foot dedication of right of way in fee simple, the 8,290 square foot temporary construction and grading easement, and the 315 square foot permanent drainage easement for $163,450.00, including an amount for landscaping, in connection with the Herndon Parkway and Van Buren Street intersection project. The landowner did not accept this offer and negotiations are at an impasse. Therefore, the Town Attorney and outside counsel on behalf of the Town are authorized and directed to file a Certificate of Take and prosecute to completion a condemnation action against the land owned by PS Business Parks, L.P., successor-in-interest to Monroe Parkway, L.L.C., as well as PS Business Parks, L.P., successor-in-interest to Monroe Parkway, L.L.C., for the Town's condemnation of these interests in property over real estate located at 570 Herndon Parkway, Town of Herndon, Fairfax County, Virginia, designated as Tax Map #: 0164-10-0001A5 and shown as on plat dated July 13, 2018, and sealed January 29, 2020, prepared by Pennoni Associates, Inc. of Leesburg, Virginia, which said plat is attached hereto and incorporated herein.

2. The Town Council approves the following proposed public use for this acquisition: the construction, maintenance, and improvement of transporation facilities to include widening the intersection to accommodate additional vehicle turn lanes, new traffic and pedestrian signals with a pedestrian island, an extended sidewalk and cycle track, along with a redesigned stormwater management system, for the public safety and welfare of the Town.

3. The Town Council directs the Town Manager, Town Attorney, and their outside counsel to acquire the above described interests in property for public use by condemnation, purchase, or other means. The Town staff is hereby authorized to pay the compensation set forth in paragraph 1 above into the Fairfax County Circuit Court contemporaneously with filing a Certificate of Take.

4. The property interests shall be used for the Herndon Parkway and Van Buren Street intersection project. The property interests are necessary for the construction, maintenance, improvement of, and access to, the transportation facility improvements, for the public safety and welfare of the Town.

5. This ordinance shall be effective on and after the date of its adoption.

R.O.W. Line Table		
Line #	Length	Direction
L10	1.62'	N52° 27' 02"E
L11	1.63'	S59° 29' 53"W
L12	10.35'	S61° 13' 08"E
L36	11.58'	S65° 33' 50"W

R.O.W. Curve Table			
Curve #	Length	Radius	Delta
C6	166.178	457.500	020.8116
C7	57.982	454.499	007.3094
C8	116.110	457.500	014.5413
C9	11.466	457.500	001.4359
C10	70.097	752.500	005.3372
C11	53.500	2038.634	001.5036

Storm Drainage Easement		
Line #	Length	Direction
L24	16.50'	N17° 01' 33"W
L37	14.87'	N17° 13' 27"W

T.C.E. Line Table		
Line #	Length	Direction
L21	17.32'	S48° 46' 35"E
L22	183.47'	S64° 35' 04"E
L23	128.64'	S62° 25' 26"E
L25	711.05'	S64° 14' 04"E
L26	395.80'	N64° 14' 04"W
L27	121.33'	S64° 26' 27"E
L28	21.81'	S88° 32' 09"E
L29	67.23'	S65° 07' 01"E
L30	53.80'	S62° 24' 08"E
L31	95.86'	S64° 08' 48"E
L38	2.37'	S17° 01' 33"E
L49	12.65'	N01° 19' 29"W

T.C.E. Curve Table			
Curve #	Length	Radius	Delta
C12	65.979	337.939	011.1863
C13	17.972	31.093	033.1169
C14	9.629	14.847	037.1571
C15	67.100	251.941	015.2598
C16	54.715	1000.000	003.1350
C17	127.425	1282.480	005.6928

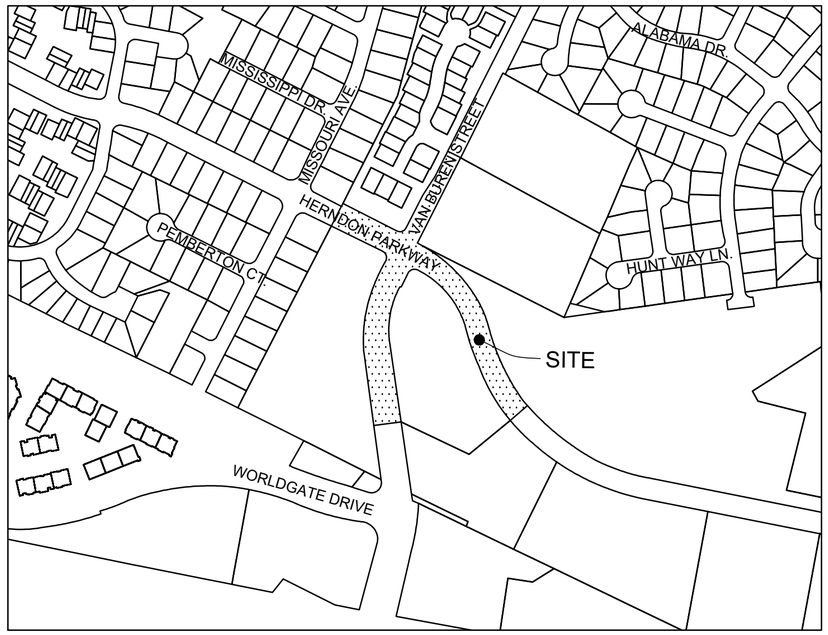
AREAS

PARCEL #	R/W TAKE	TEMPORARY CONSTRUCTION ESM'T.	PERMANENT DRAINAGE ESM'T.
006	4,369 SQ.FT.	8,290 SQ.FT.	315 SQ.FT.

PROJECT MANAGER_____
SURVEYED BY, DATE_____
DESIGN BY_____
SUBSURFACE UTILITY BY, DATE_____

COMMONWEALTH OF VIRGINIA
ROGER E. HARRIS
Lic. No. 002631
01/29/2020
LAND SURVEYOR

REVISED	STATE	ROUTE	STATE PROJECT	SHEET NO.
	VA	606	0606-235-335	1
DRAWN BY: DLU		DATE: JULY 13, 2018		



VICINITY MAP
SCALE: 1"=400'

OWNER'S CONSENT

THE PLATTING OR DEDICATION OF THE LANDS SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

BY: _____ DATE: _____

BY: _____ DATE: _____

BY: _____ DATE: _____

BY: _____ DATE: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN BEFORE ME
THIS _____ DAY OF _____ 2016

BY _____

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:

TOWN OF HERNDON

_____
MAYOR DATE

ATTEST: _____
TOWN CLERK DATE

SURVEYOR'S CERTIFICATE

I, ROGER E. HARRIS, A DULY CERTIFIED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE LAND EMBRACED ON THIS PLAT IS IN THE NAME OF MONROE PARKWAY, LLC DEED BOOK 10075 AT PAGE 0114 AS RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

NOTES

1.) ALL ADJOINING/DEPARTING BOUNDARY LINES SHOWN ARE COMPILED FROM VARIOUS SOURCES: FOUND PROPERTY MONUMENTATION, METES AND BOUNDS DESCRIPTIONS AND RECORDED PLATS. THE ADJOINING LINES DO NOT REPRESENT A FIELD RUN SURVEY OF ADJOINING PROPERTIES AND ARE A BEST FIT BASED ON COMPILED DATA.

2.) ALL OF THE PROPERTIES PHYSICAL IMPROVEMENTS ARE NOT SHOWN HEREON.

3.) THIS PLAT SHEET WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY SHOWN HEREON.

4.) THIS SURVEY DATUM IS BASED ON VDOT PROJECT # _____

5.) RIGHT-OF-WAY MONUMENTATION TO BE SET UPON COMPLETION OF CONSTRUCTION.

Pennoni

PENNONI ASSOCIATES INC.
208 Church Street, SE
Leesburg, VA 20175
T 703.777.3616 **F** 703.777.3725

RIGHT OF WAY, PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT PLAT

ON THE PROPERTY OF

MONROE PARKWAY, LLC

LOCATED IN HERNDON, VIRGINIA

	PROJECT	SHEET NO.
	HERN1501	1

VAN BUREN ST
(VAIRABLE WIDTH RIG

22+00.00

N 61°45'54" W 20.52' IPF

L=20.91', R=25.00'

IPF

134.99'

C4 C5 C6

47.50' +71.72

47.50' +00.19

53.61' +97.82

58.15' +10.40

L7 L8 L9

S 61°46'01" E 589.72'

PROP. TCE

58.15' +67.20

PROP. TEMPORARY CONSTRUCTION EASEMENT

S 61°46'01" E 589.72'

N 77°25'58" E 18.16' TIE

PROP. ROW

L=385.13', R=450.00'

C12 C13

54.06' +25.08

56.72' +40.16

L21 L49

49.12' +49.12

65.63' +55.75

47.50' +49.11

L10 C7

77.85' +66.67

189.61' +77.31

L22 L25

TCE

MONROE PARKWAY, LLC
TAX MAP # 0164 10 0001A5
DB. 10075 PG. 0114
ZONE: O & LI
(#570 HERNDON PKWY.)

EX. STM. DRN. ESMT. D.B. 5816, PG. 1138

005

TOWN OF HERNDON
TAX MAP # 0164 02 0002
DB. 8075 PG. 1301
ZONE: R-10
(#320 VAN BUREN ST.)

006

21+31.39

14+00.00

21+31.39

15+00.00

16+00.00

21+00.00

HERNDON PARKWAY
(80' PUBLIC RIGHT-OF-WAY)
(DB. 5838 @ PG. 1680)

NORTH (SEE NOTE 9)

49.13' +83.65

49.13' +00.89

55.12' +10.80

47.50' +00.90

L11

L26 L31 L30 L29

153.53' +01.25

TRAIL ESMT.
D.B. 5816, PG. 1119

L=352.223', R=410.000

17+00.00

C15 C8

PROP. ROW

54.84' +69.84

C16 C9

47.50' +04.95

55.97' +18.68

47.50' +15.23

MONROE PARKWAY, LLC
TAX MAP # 0164 10 0001A5
DB. 10075 PG. 0114
ZONE: O & LI
(#570 HERNDON PKWY.)

006

MATCH SHEET 3

POWER EASEMENT
D.B. 2051 PG.409

MATCH SHEET 3

UTIL. ESMT.
D.B. 5816, PG. 1119

EX. STM. DRN. ESMT.
D.B. 6029, PG. 1053

C&P ESMT.
D.B. 6029, PG. 1053
D.B. 5705, PG. 1033

STM. SEWER ESMT.
D.B. 6029, PG. 1053

IPF
9.40'
75.02' +59.02

TIE INTO EX. RIGHT OF WAY
87.89' +58.90

N26° 39' 57"E 141.35'

99.02'

007

TOWN OF HERNDON
TAX MAP # 0164 10 0007N2
DB. 25177 PG. 1593
ZONE: PD-T
(#625 HERNDON PKWY.)

10.51' TIE

L32 C19 C20 L33 L34 L35

L=90.45', R=346.00'

L=34.44', R=346.00' TIE

S 84°22'57" E 112.80'

EX. ROW

PROP. TEMPORARY CONSTRUCTION EASEMENT

S 20°28'43" E 127.73'

18+00.00

L=443.786', R=800.000

TRAIL ESMT.
D.B. 6029, PG. 1053

N 05°37'03" E 82.32'

POWER EASEMENT
D.B. 2051 PG. 20

N 43°33'45" E 53.16'

NORTH (SEE NOTE 9)

N 81°36'13" E 41.75'

006 MONROE PARKWAY LLC
APPRAISAL
FEE:
PDE:
TCE:

008

THE UNIT OWNERS OF THE
METRO SQUARE CONDOMINIUM
DB. 25677 PG. 1716
ZONE: PD-T
(#625 HERNDON PKWY.)

L39 L40 L41 L42 L43

MATCH SHEET 3

REVISED	STATE	ROUTE	STATE PROJECT	SHEET NO.
	VA	606	0606-235-335	2

DRAWN BY: DLU
DATE: JULY 13, 2018

COMMONWEALTH OF VIRGINIA
ROGER E. HARRIS
Lic. No. 002631
01/29/2020
LAND SURVEYOR

Pennoni

PENNONI ASSOCIATES INC.
208 Church Street, SE
Leesburg, VA 20175
T 703.777.3616 **F** 703.777.3725

RIGHT OF WAY, PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT PLAT

ON THE PROPERTIES OF

MONROE PARKWAY, LLC

LOCATED IN HERNDON, VIRGINIA

0 25' 50'
SCALE: 1"=25'

	PROJECT	SHEET NO.
	HERN1501	2

005

TOWN OF HERNDON
TAX MAP # 0164 02 0002
DB. 8075 PG. 1301
ZONE: R-10
(#320 VAN BUREN ST.)

PUBLIC STREET DEDICATION
"NO REFERENCE"

PROP. TEMPORARY CONSTRUCTION EASEMENT

PROP. TCE
(58.15' +67.20)

589.72'

S 61°46'01" E 589.72'

N 77°25'58" E
18.16'
TIE

PROP. ROW

HERNDON PARKWAY
(80' PUBLIC RIGHT-OF-WAY)
(DB. 5838 @ PG. 1680)

L=385.13', R=450.00'

16+00.00

L=352.223', R=410.000

17+00.00

006

MONROE PARKWAY, LLC
TAX MAP # 0164 10 0001A5
DB. 10075 PG. 0114
ZONE: O & LI
(#570 HERNDON PKWY.)

EX. STM. DRN.
ESMT. D.B. 5816,
PG. 1138

20' PROP.
DRAINAGE EASEMENT

8.83'
TIE

N 8°4'3'07" E 644.00'

28.51'
TIE

PROP. TEMPORARY CONSTRUCTION EASEMENT

TRAIL ESMT.
D.B. 5816, PG. 1119

STM. SEWER ESMT.
D.B. 6029, PG. 1053

ESMT.
9, PG. 1053
5, PG. 1033

PROP. ROW

MONROE PARKWAY, LLC
TAX MAP # 0164 10 0001A5
DB. 10075 PG. 0114
ZONE: O & LI
(#570 HERNDON PKWY.)

006

POWER EASEMENT
D.B. 2051 PG.409

MATCH SHEET 2

MONROE PARKWAY, LLC
TAX MAP # 0164 10 0001A5
DB. 10075 PG. 0114
ZONE: O & LI
(#570 HERNDON PKWY.)

006

NORTH
(SEE NOTE 9)

10.51'
TIE

ROW

RARY CONSTRUCTION EASEMENT

L=90.45', R=346.00'

L=34.44', R=346.00'TIE

EX. ROW

S 20°28'43" E 127.73'

18+00.00

L=443.786', R=800.000

MATCH SHEET 2

19+00.00

HERNDON PARKWAY
(80' PUBLIC RIGHT-OF-WAY)
(DB. 5838 @ PG. 1680)

20+00.00

TIE INTO EX.
RIGHT OF WAY

008

THE UNIT OWNERS OF THE
METRO SQUARE CONDOMINIUM
DB. 25677 PG. 1716
ZONE: PD-T
(#625 HERNDON PKWY.)

006 MONROE PARKWAY LLC
APPRAISAL

FEE:
PDE:
TCE:

REVISED	STATE	ROUTE	STATE PROJECT	SHEET NO.
	VA	606	0606-235-335	3

DRAWN BY: DLU
DATE: JULY 13, 2018

COMMONWEALTH OF VIRGINIA
ROGER E. HARRIS
Lic. No. 002631
01/29/2020
LAND SURVEYOR

Pennoni

PENNONI ASSOCIATES INC.
208 Church Street, SE
Leesburg, VA 20175
T 703.777.3616 **F** 703.777.3725

RIGHT OF WAY, PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT PLAT

ON THE PROPERTIES OF

MONROE PARKWAY, LLC

LOCATED IN HERNDON, VIRGINIA

0 25' 50'
SCALE: 1"=25'

	PROJECT	SHEET NO.
	HERN1501	3

STAFF REPORT

Town Council
August 4, 2020

Title:

Ordinance, to authorize the use of eminent domain for the acquisition of a fee simple interest, permanent storm drainage easement and a temporary easement on property owned by Galaxy Atrium, LLC, at 205 Van Buren Street, Herndon, Virginia, Tax Map #: 0164-02-0004A, for public use by condemnation for transportation facility improvements at the Herndon Parkway and Van Buren Street intersection, Herndon, Virginia.

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

Summary:

The Herndon Parkway and Van Buren Street intersection is a long-standing CIP project. The Town of Herndon intends to construct certain public improvements to include widening the intersection to accommodate additional vehicle turn lanes, new traffic and pedestrian signals and island, an extended sidewalk and cycle track, and a redesigned stormwater management system. In order to construct the improvements, the acquisition of several interests in land were identified as necessary. The Town made a bona fide but ineffectual effort to acquire right of way in fee simple, a temporary easement, and permanent storm drainage from the landowner of property at Fairfax County Tax Map No. 0164-02-0004A, for $134,050.00, including an amount for landscaping. The landowner did not accept the offer. As a result, negotiations are at an impasse and the landowner cannot convey valid title. Therefore, the Town now seeks to file a Certificate of Take and prosecute to completion a condemnation action against the land owned by Galaxy Atrium, LLC as well as against Galaxy Atrium, LLC, for the Town's condemnation of these necessary interests in land over the aforementioned real estate so that construction of this critical project can begin.

Background:

The Herndon Parkway and Van Buren Street intersection is a long-standing CIP project. The completed public use project will provide additional vehicle turn lanes, new traffic and pedestrian signals with a pedestrian island, extended sidewalk and cycle track, and redesigned stormwater management system.

Project plans show dedication of right of way, storm drainage easements, and temporary construction easements for these improvements along Herndon Parkway and at the intersection with Van Buren Street.

Pennoni Associates, Inc. was awarded a Contract for the design of Herndon Parkway and Van Buren intersection improvements, as the best qualified to provide civil engineering services for this project as the result of their proposal, interview and selection by an evaluation committee.

As part of their scope of work, Pennoni Associates, Inc. was tasked with providing Right-of-Way acquisition services including but not limited to:

- Right of Way oversight and compliance management
- Prepare construction cost estimate reports
- Complete *QAlQC* of right of way plans and plats (and revisions)
- Support good-will contacts with affected landowners and tenants

Written "bona fide" offers were made to all property owners from whom interests in property are needed for construction of the project. The Virginia Code requires that a bona fide, but ineffectual offer be made to the property owner prior to initiating condemnation proceedings as well as an advertised public hearing. A check representing the fair market value of the land interests will be deposited in the Fairfax County Land Records along with the Certificate of Take. Negotiations are authorized to continue after the filing of the Certificate of Take and may continue, even if the Town is required to file a Petition in Condemnation—the next step after the filing of a Certificate of Take. The "quick take" process is authorized under the Virginia Code to allow condemners to enter property and obtain "defeasible title" to the property in order to start projects for the benefit of the public and come to an agreement on just compensation to the property owner. If final acquisition of the land interests does not occur after the filing of a Certificate of Take, the Town will file a Petition in Condemnation in the Circuit Court to allow commissioners or jury to determine just compensation for the land interests.

Negotiations with the landowner at Fairfax County Tax Map No. 0164-02-0004A have not resulted in the conveyance of the necessary interests in land listed below:

ROW Acquisition Type	Size of ROW Acquired (Sq. Ft.)	Unit Price of Real Estate	% Of Value Applied	Estimated Value
Right of Way in Fee	2,709	$28.00	100.0%	$ 75,860.00
Temporary Easement	2,707	$28.00	20.0%	15,160.00
Permanent Drainage Easement	473	$28.00	50%	6,630.00
Landscaping				36,400.00
			TOTAL	**$134,050.00**

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 secure the property rights. It is anticipated that this project will be advertised for bidding in late-2020, upon completion of utility relocation with construction completed within one year of award.

Fiscal Impact:

Anticipated land acquisition costs are included in the current project budget.

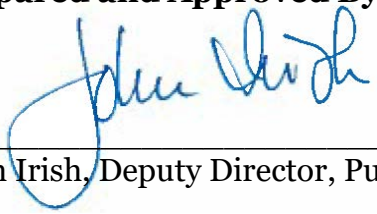
Recommendation:

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

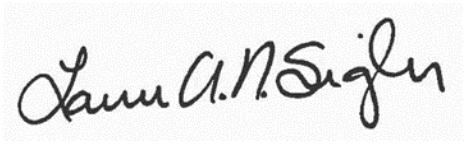
Attachments:

Draft Ordinance

Prepared and Approved By:



John Irish, Deputy Director, Public Works



Lauri A.N. Sigler, Deputy Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

AUGUST 11, 2020

Ordinance– to authorize the use of eminent domain for the acquisition of a fee simple interest, permanent storm drainage easement and a temporary easement on property owned by Galaxy Atrium, LLC, at 205 Van Buren Street, Herndon, Virginia, Tax Map #: 0164-02-0004A, for public use by condemnation for transportation facility improvements at the Herndon Parkway and Van Buren Street intersection, Herndon, Virginia

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

1. The Town of Herndon made a bona fide but ineffectual effort to acquire the 2,709 square foot dedication of right of way in fee simple, the 2,707 square foot temporary construction and grading easement, and the 473 square foot permanent drainage easement for $134,050.00, including an amount for landscaping, in connection with the Herndon Parkway and Van Buren Street intersection project. The landowner did not accept this offer and negotiations are at an impasse. Therefore, the Town Attorney and outside counsel on behalf of the Town are authorized and directed to file a Certificate of Take and prosecute to completion a condemnation action against the land owned by Galaxy Atrium, LLC as well as Galaxy Atrium, LLC for the Town's condemnation of these interests in property over real estate located at 205 Van Buren Street, Town of Herndon, Fairfax County, Virginia, designated as Tax Map #: 0164-02-0004A and shown as on plat dated July 13, 2018, and sealed December 6, 2019, prepared by Pennoni Associates, Inc. of Leesburg, Virginia, which said plat is attached hereto and incorporated herein.

2. The Town Council approves the following proposed public use for this acquisition: the construction, maintenance, and improvement of transportation facilities to include widening the intersection to accommodate additional vehicle turn lanes, new traffic and pedestrian signals with a pedestrian island, an extended sidewalk and cycle track, along with a redesigned stormwater management system, for the public safety and welfare of the Town.

3. The Town Council directs the Town Manager, Town Attorney, and their outside counsel to acquire the above described interests in property for public use by condemnation, purchase, or other means. The Town staff is hereby authorized to pay the compensation set forth in paragraph 1 above into the Fairfax County Circuit Court contemporaneously with filing a Certificate of Take.

4. The property interests shall be used for the Herndon Parkway and Van Buren Street intersection project. The property interests are necessary for the construction, maintenance, improvement of, and access to, the transportation facility improvements, for the public safety and welfare of the Town.

5. This ordinance shall be effective on and after the date of its adoption.

R.O.W. Line Table		
Line #	Length	Direction
L1	26.33'	N48° 33' 59"W
L2	88.24'	N60° 50' 23"W
L3	51.59'	N63° 39' 01"W
L4	48.28'	N34° 06' 23"W

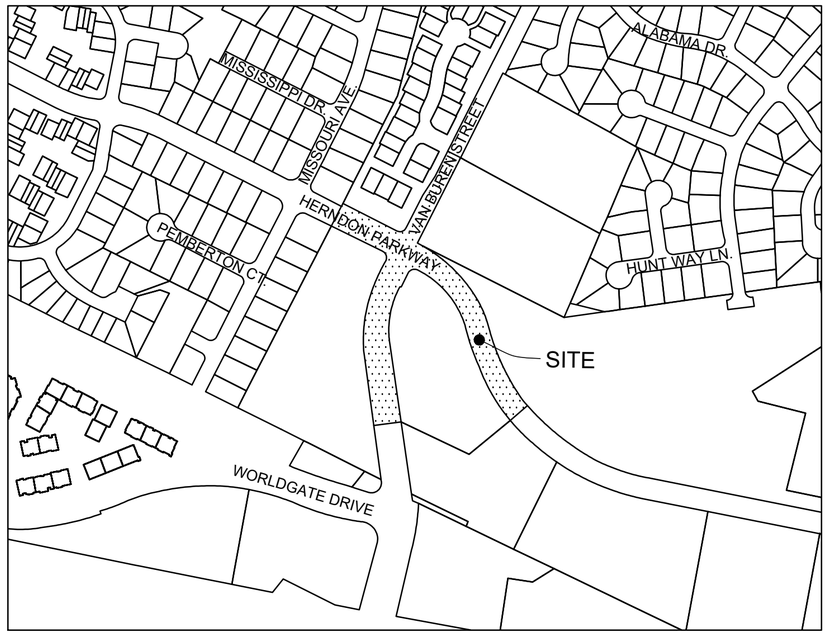
R.O.W. Curve Table			
Curve #	Length	Radius	Delta
C1	10.925	51.000	012.2734
C2	8.533	51.000	009.5858
C3	4.183	96.531	002.4826

T.C.E. Line Table		
Line #	Length	Direction
L13	2.74'	S66° 59' 10"E
L14	7.47'	S21° 21' 30"W
L15	19.64'	S49° 47' 50"E
L16	12.11'	S08° 45' 11"W
L17	137.64'	S63° 31' 21"E
L18	38.81'	S58° 43' 42"E
L19	18.22'	S28° 20' 58"E
L20	25.24'	S45° 14' 42"E

Storm Drainage Easement		
Line #	Length	Direction
L44	64.49'	N26° 51' 16"E
L45	7.41'	S63° 29' 49"E
L46	7.18'	N40° 18' 18"E
L47	32.98'	S26° 37' 23"W
L48	39.62'	S40° 18' 18"W

COMMONWEALTH OF VIRGINIA
ROGER E. HARRIS
Lic. No. 002631
12/06/2019
LAND SURVEYOR

REVISED	STATE	ROUTE	STATE PROJECT	SHEET NO.
	VA	606	0606-235-335	1
DRAWN BY: DLU		DATE: JULY 13, 2018		



VICINITY MAP
SCALE: 1"=400'

AREAS			
PARCEL #	R/W TAKE	TEMPORARY CONSTRUCTION ESM'T.	PERMANENT DRAINAGE ESM'T.
004	2,709 SQ.FT.	2,707 SQ.FT.	473 SQ.FT.

PROJECT MANAGER _____
SURVEYED BY, DATE _____
DESIGN BY _____
SUBSURFACE UTILITY BY, DATE _____

SURVEYOR'S CERTIFICATE

I, ROGER E. HARRIS, A DULY CERTIFIED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE LAND EMBRACED ON THIS PLAT IS IN THE NAME OF GALAXY ATRIUM LLC., D.B. 24485 @ PG. 1451 AS RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

NOTES

1.) ALL ADJOINING/DEPARTING BOUNDARY LINES SHOWN ARE COMPILED FROM VARIOUS SOURCES: FOUND PROPERTY MONUMENTATION, METES AND BOUNDS DESCRIPTIONS AND RECORDED PLATS. THE ADJOINING LINES DO NOT REPRESENT A FIELD RUN SURVEY OF ADJOINING PROPERTIES AND ARE A BEST FIT BASED ON COMPILED DATA.

2.) ALL OF THE PROPERTIES PHYSICAL IMPROVEMENTS ARE NOT SHOWN HEREON.

3.) THIS PLAT SHEET WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY SHOWN HEREON.

4.) THIS SURVEY DATUM IS BASED ON VDOT PROJECT # _____

5.) RIGHT-OF-WAY MONUMENTATION TO BE SET UPON COMPLETION OF CONSTRUCTION.

OWNER'S CONSENT

THE PLATTING OR DEDICATION OF THE LANDS SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

BY: _____ DATE: _____

BY: _____ DATE: _____

BY: _____ DATE: _____

BY: _____ DATE: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN BEFORE ME
THIS _____ DAY OF _____ 2016

BY _____

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:

TOWN OF HERNDON

_____
MAYOR DATE

ATTEST: _____
TOWN CLERK DATE

Pennoni

PENNONI ASSOCIATES INC.
208 Church Street, SE
Leesburg, VA 20175
T 703.777.3616 **F** 703.777.3725

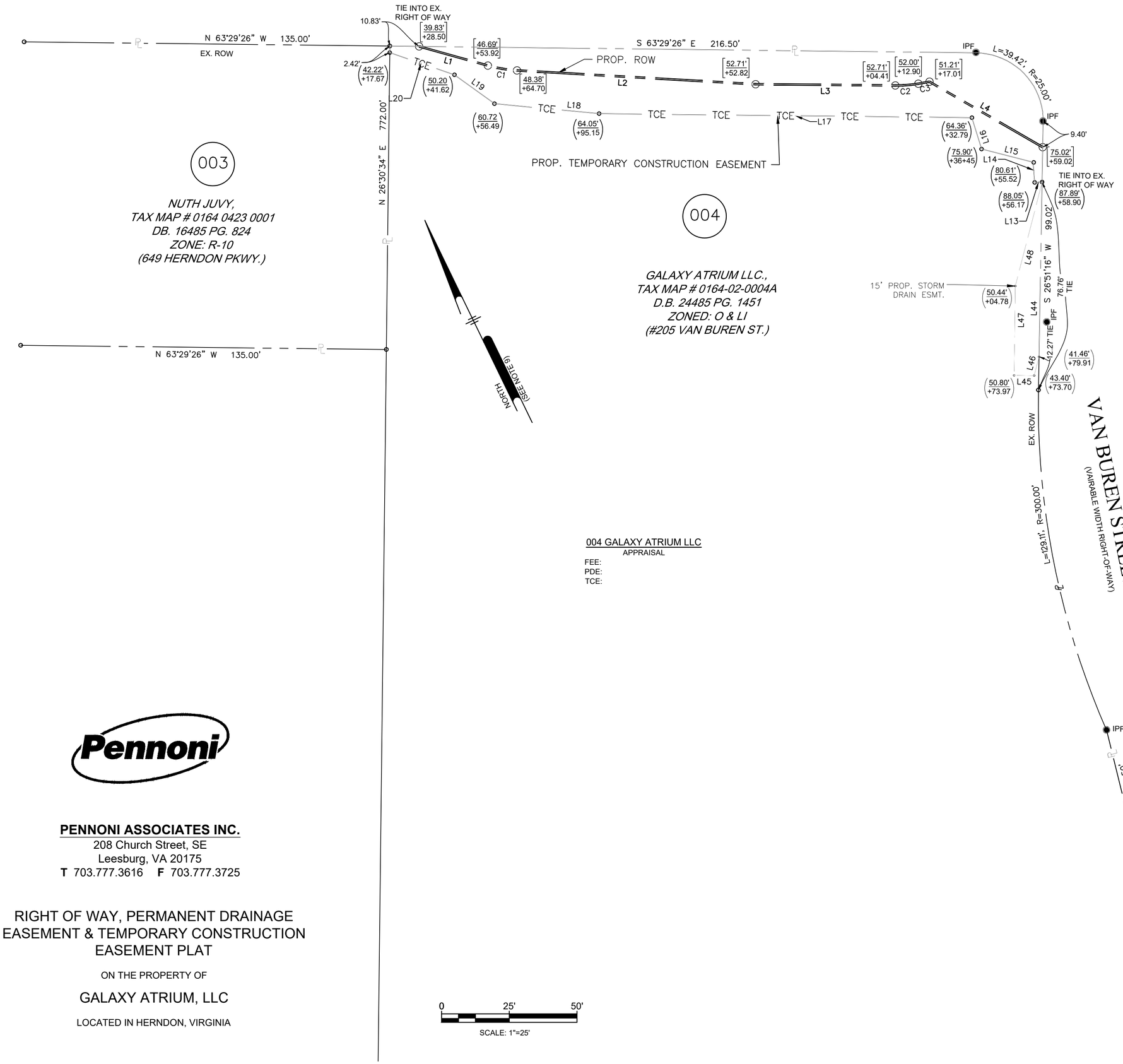
RIGHT OF WAY, PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT PLAT

ON THE PROPERTY OF

GALAXY ATRIUM, LLC

LOCATED IN HERNDON, VIRGINIA

	PROJECT	SHEET NO.
	HERN1501	1



004 GALAXY ATRIUM LLC
APPRAISAL

FEE:
PDE:
TCE:

0 25' 50'

SCALE: 1"=25'

REVISED	STATE	STATE ROUTE	STATE PROJECT	SHEET NO.
	VA	606	0606-235-335	2

DRAWN BY: DLU
DATE: JULY 13, 2018

COMMONWEALTH OF VIRGINIA
ROGER E. HARRIS
Lic. No. 002631
12/06/2019
LAND SURVEYOR

Pennoni

PENNONI ASSOCIATES INC.
208 Church Street, SE
Leesburg, VA 20175
T 703.777.3616 **F** 703.777.3725

RIGHT OF WAY, PERMANENT DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT PLAT

ON THE PROPERTY OF

GALAXY ATRIUM, LLC

LOCATED IN HERNDON, VIRGINIA

	PROJECT	SHEET NO.
	HERN1501	2

STAFF REPORT

Town Council
August 4, 2020

Title:

Ordinance- to approve the conveyance of a power utility easement by Quitclaim Deed 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 Van Buren Street Improvement Project, on property owned by James R. Lee at 403 Hillwood Court, Herndon, Virginia, Fairfax Tax Map #: 0162-22-0006.

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 Van Buren Street Improvement Project is a long-standing CIP item (the "Project"). The completed public use project will provide widening of the roadway to accommodate a pedestrian bike lane in each direction, new sidewalks, curb and gutter, and improved storm drainage. The project provides for signalized pedestrian and bike crosswalks at Alabama Drive, as well as improved street lighting throughout.

Certain power utility easements were acquired from property owners to allow for the relocation of and placement of new electrical facilities by Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia ("Dominion").

The Town acquired a 474 square foot temporary construction and grading easement and a 150 square foot permanent non-exclusive power utility easement for future conveyance to Dominion, by Certificate of Take recorded February 20, 2020, in Deed Book 26092, at page 0291, in the Fairfax County Land Records, on property located at 403 Hillwood Court designated as Tax Map#:0162-22-0006, owned by James R. Lee.

The Town must now convey by quitclaim, all of the Town's interest in the permanent non-exclusive power utility easement to Dominion to allow for the relocation of and placement of new 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 Quitclaim Deed between the Town and Dominion and a draft ordinance approving the Quitclaim Deed are attached for Town Council's consideration.

Fiscal Impact:

None.

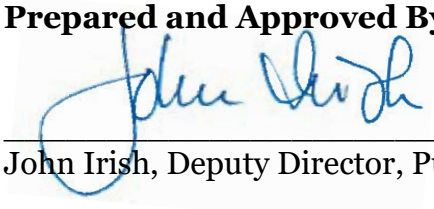
Recommendation:

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

Attachments:

1. Draft Ordinance
2. Quitclaim Deed with recorded Certificate of Take attached

Prepared and Approved By:



John Irish, Deputy Director, Public Works

Lauri A.N. Sigler, Deputy Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

August 11, 2020

Ordinance-to approve the conveyance of a power utility easement by Quitclaim Deed 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 Van Buren Street Improvement Project, on property owned by James R. Lee at 403 Hillwood Court, Herndon, Virginia, Fairfax County Tax Map #: 0162-22-0006.

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

1. The Town Council approves the conveyance of a permanent non-exclusive power utility easement by Quitclaim Deed from the Town to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia ("Dominion"), acquired by the Town of Herndon from James R. Lee, by that certain Certificate of Take recorded on February 20, 2020 in Deed Book 26092, Page 0291, in the Fairfax County land records ("Certificate of Take"). The power utility easement allows for the relocation of and placement of new electrical facilities which are necessary as part of the transportation facility improvements for the Van Buren Street Improvement Project.

2. This power utility easement contains approximately 150 square feet and is located on property owned by James R. Lee known as Tax Map#: 0162-22-0006, as is more particularly described in the Certificate of Take and shown on Plat 40-19-0199 dated August 12, 2019 prepared by Dominion and attached to the recorded Certificate of Take as "PLAT 2".

3. The Mayor is authorized to sign and deliver a Quitclaim Deed and associated instruments necessary to evidence, effect, or correct this conveyance. This deed 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, Deputy Town Attorney (VSB No. 39778)
Town of Herndon
777 Lynn Street
Herndon, Virginia 20170

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

Tax Map No. 0162-22-0006

THIS QUITCLAIM DEED (the **"Deed"**) is made this ___ day of _____, 2020, by and between the **TOWN OF HERNDON, VIRGINIA**, a municipal corporation (hereinafter referred to as **"Town"**) and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, (hereinafter referred to as "**Grantee**").

W I T N E S S E T H :

WHEREAS, the Town is constructing public transportation improvements identified as the Van Buren Street Improvement Project (hereinafter referred to as the "Project"). The Project is further identified by the Town of Herndon Project Code Number (UPC) 107658; State Project Number EN15-235-112, P101, M501; and Federal Project Number TAP 5A01(730); and

WHEREAS, in accordance with Section 7.8 of the Charter of the Town of Herndon, Virginia, and Sections 15.2-1901 - 1904 and 25.1-300, *et al.* of the Code of Virginia (1950), as amended, the Town recorded a Certificate of Take with the Clerk of the Circuit Court of the County of Fairfax in Deed Book 26092, Page 291 (the "Certificate"), to take from James R. Lee, the owner of certain real property located in the Town of Herndon, Virginia, at 403 Hillwood Court, Herndon, Virginia, and more particularly described as Tax Map Nos. 0162-22-0006 (the "Property"), certain interests in the Property required for construction of the aforementioned Project, a copy of the Certificate is attached hereto as Exhibit A; and

WHEREAS, one such interest taken for future conveyance to the Grantee is a permanent non-exclusive power utility easement containing 0.003 acre (150 square feet), for the installation of facilities of Grantee, more particularly described in the Certificate and shown on Plat Number 40-

---

Exempted from recordation taxes and fees under Sections 58.1-811(C)(4) of the Code of Virginia 1950, as amended.

19-0199, dated August 12, 2019 entitled "PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT", prepared by Grantee, attached to the Certificate and identified as "PLAT 2"; and

WHEREAS, the Town desires to convey by quitclaim deed to Grantee, all of the Town's interest in the permanent non-exclusive power utility easement.

NOW THEREFORE, that in consideration of the premises, the Town in accordance with the provisions of Sections 15.2-1902 and 33.2-1014 of the Code of Virginia (1950), as amended, does hereby release, remise and quitclaim unto Grantee, its successors or assigns, a permanent non-exclusive power utility easement over, under, through, upon, above and across the Property containing 0.003 acre (150 square feet), as more particularly described in the Certificate and Shown on PLAT 2 attached hereto as Exhibit A.

It is understood and agreed by and between the parties hereto, that this conveyance is subject to any right, privilege, easement, condition or restriction encumbering the herein described easement, whether located above, upon, or under the surface, either presently in use or of record.

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]

ATTEST: TOWN OF HERNDON, VIRGINIA

_____
Town Clerk By_____
Lisa C. Merkel, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, 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 _____ day of _____,_____.

_____
Notary Public

My Commission Expires: _____

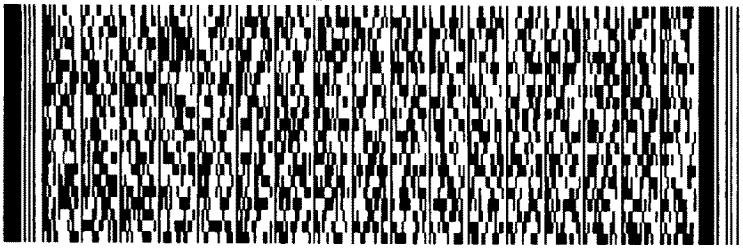
My Notary Registration Number: _____

APPROVED AS TO FORM:

_____
Lesa J. Yeatts, Town Attorney

Fairfax Circuit Court Coversheet Generator

Cover Sheet Page 1 of 1



Consideration	$0.00		**Consideration/Actual Value %**	100	
Actual/Assessed	**Tax Exemption**		NC	**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.				**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)

CERTIFICATE

Grantor(s)

JAMES R LEE_I_N

Grantee(s)

TOWN OF HERNDON, VIRGINIA_I_N

Tax Map Number

016-2- -22-00-0006-

49

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)

2020 02891

Prepared by/Return to: Town of Herndon: 777 Lynn Street,
Herndon, VA 20172
Attn: Lesa Yeatts, Town Attorney
Tax Map No: 016-2-22-0006

CERTIFICATE OF TAKE

WHEREAS, JAMES R. LEE, is the owner of certain real property located in the Town of Herndon, Virginia, at 403 Hillwood Court, Herndon, Virginia, and more particularly described as Tax Map Nos. 0162-22-0006 (the "Property"), having acquired the Property by deed recorded in Deed Book 20718, at Page 1848, among the land records of Fairfax County, Virginia; and

WHEREAS, the TOWN OF HERNDON, VIRGINIA, a Virginia municipal corporation, ("Town") is constructing transportation improvements identified as the Van Buren Street Improvement Project, "the Project." The Project is further identified by the Town of Herndon Project Code Number (UPC) 107658; State Project Number EN15-235-112, P101, M501; and Federal Project Number TAP-5A01 (730) (the "Project"). The Project plan sheets are on file with the Town. The Town has determined that it is necessary to acquire the following easements on the Property in connection with the Project:

A. a temporary construction and grading easement containing 0.011 acre (474 square feet) for the purpose of the necessary grading and construction through, upon and across the Property that shall become null and void at such time as grading and construction is complete and the work is accepted by the Town, as shown on Plat 1.

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 reseeding or resodding of lawns, the reseeding 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.

B. a non-exclusive power utility easement containing 0.003 acre (150 square feet), as shown on Plat 2, in accordance with the provision of Sections 15.2-1902 and 33.2-1014, Code of Virginia (1950), as amended, over, under, through, upon, above and across the Property, 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; and

WHEREAS, the land, or interest therein, taken lies in the Town of Herndon, and is more particularly bounded and described on:

A. Plat #5 of Job # RK1807.01, dated June 28, 2019 and revised through August 29, 2019, for PARCEL 8 entitled Plat Showing "... A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF JAMES R. LEE", prepared by

H&B Surveying and Mapping, LLC of Richmond, Virginia, (the **"Plat 1"**) which Plat 1 is attached hereto, and

B. Plat Number 40-19-0199, dated August 12, 2019 entitled "PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT", prepared by Virginia Electric and Power Company doing business as Dominion Energy Virginia (the "**Plat 2**") which Plat 2 is attached hereto;

WHEREAS, the foregoing easements are more particularly described on Plan Sheet 5, dated January 10, 2020, and prepared by Rummel, Klepper, & Kahl, LLP located in Fairfax, Virginia (the "Plan Sheets"), which Plan Sheets are on file with the Town; and

WHEREAS, the Town Council of the Town, by ordinance enacted on January 28, 2020 (Ordinance No. 20-O-04), has authorized the acquisition by condemnation of the foregoing fee simple interests and easements for the purposes set forth herein, and pursuant to Section 7.8 of the Charter of the Town of Herndon, further authorized the use of "quick take" condemnation procedures and the filing of this certificate of take, a copy of which is attached hereto.

NOW, THEREFORE, the Town hereby issues this Certificate of Take in accordance with Section 7.8 of the Charter of the Town of Herndon, Virginia, and Sections 15.2-1901 - 1904 and 25.1-300, *et al.* of the Code of Virginia (1950), in the amount of Three Thousand Dollars and No/100 ($3,000.00), which sum is estimated by the Town of Herndon to be the fair value of the acquisition. The foregoing amount, or so much thereof as may be directed by the Court, shall be paid by the Town of Herndon pursuant to order of the Circuit Court of Fairfax County, Virginia.

(Signatures are on the following page.)

WITNESS the following signatures and seals:

ATTEST:

Town Clerk

TOWN OF HERNDON, VIRGINIA

By _____
Lisa C. Merkel, Mayor

TOWN OF HERNDON, VIRGINIA 1879

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, 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 instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

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

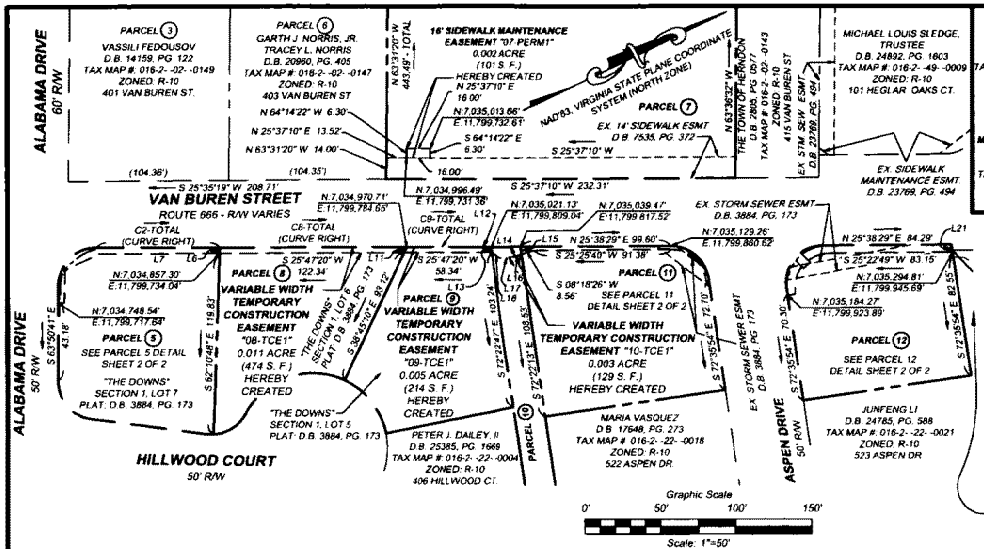
Notary Public

My Commission Expires: 8-31-2020
My Notary Registration Number: 295189

MARGARITA C. TACCI NOTARY PUBLIC REG # 295189 MY COMMISSION EXPIRES 8/31/2020 COMMONWEALTH OF VIRGINIA

APPROVED AS TO FORM:

Lesa J. Yeatts, Town Attorney



PARCEL 5	PARCEL 7	PARCEL 8	PARCEL 9
ROSARIO E. RIVERA D.B. 17776, PG. 1890 TAX MAP #: 016-2- -22- -0007 ZONED: R-10 401 HILLWOOD CT.	VALERIE J. WINSTEAD, TRUSTEE D.B. 3775, PG. 0510 D.B. 25450, PG. 2180 TAX MAP #: 016-2- -02- -0146 ZONED: R-10 405 VAN BUREN ST	JAMES R. LEE D.B. 20718, PG. 1848 TAX MAP #: 016-2- -22- -0006 ZONED: R-10 403 HILLWOOD CT.	VIRGILIO VASQUEZ MARIA L. VASQUEZ D.B. 15187, PG. 1683 TAX MAP #: 016-2- -22- -0005 ZONED: R-10 405 HILLWOOD CT

PARCEL 10	PARCEL 11	PARCEL 12
MARIA L. VASQUEZ VIRGILIO VASQUEZ D.B. 13000, PG. 2051 TAX MAP #: 016-2- -02- -0151A ZONED: R-10 406 VAN BUREN ST.	ALVIN J. COSMO ELISE L. COSMO D.B. 21154, PG. 1370 TAX MAP #: 016-2- -22- -0019 ZONED: R-10 524 ASPEN DR.	TU-ANH N. NGUYEN D.B. 11264, PG. 641 TAX MAP #: 016-2- -22- -0020 ZONED: R-10 525 VAN BUREN ST

TRUSTEES OF ST. TIMOTHY'S EPISCOPAL CHURCH
D.B. 2415, PG. 416
TAX MAP #: 016-2- -22- -0153
ZONED: R-10
523 ASPEN DR

SURVEYOR'S CERTIFICATE:

I, ALISON W. HANSON, A DULY LICENSED SURVEYORIN 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 PARCELS EMBRACED ON THIS PLAT AND ARE NOW IN THE NAMES OF

PARCEL #:
5. ROSARIO E. RIVERA, AS RECORDED IN D.B. 17776, PG. 1890
7. VALERIE J. WINSTEAD, TRUSTEE, AS RECORDED IN D.B. 3775, PG. 510 & D.B. 25450, PG. 2180
8. JAMES R. LEE, AS RECORDED IN D.B. 20718, PG. 1848
9. VIRGILIO VASQUEZ & MARIA L. VASQUEZ, AS RECORDED IN D.B. 15187, PG. 1683
10. MARIA L. VASQUEZ & VIRGILIO VASQUEZ, AS RECORDED IN D.B. 13000, PG. 2051
11. ALVIN J. COSMO & ELISE L. COSMO, AS RECORDED IN D.B. 21154, PG. 1370
12. TU-ANH N. NGUYEN, AS RECORDED IN D.B. 11264, PG. 641

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

ALISON W. HANSON, LS (VIRGINIA LS # 2617) — 06-28-2019 DATE

SEE SHEET 2 OF 2 FOR DETAILS, LINE TABLE & CURVE TABLE

AREA TABULATION: PARCEL (5)

RIGHT-OF-WAY DEDICATION "05-RW1"	0.002 ACRE	(86 S.F.)
TOTAL AREA IN RIGHT-OF-WAY DEDICATION	0.002 ACRE	(86 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "05-TCE1"	0.011 ACRE	(467 S.F.)
TOTAL AREA IN TEMPORARY EASEMENT	0.011 ACRE	(467 S.F.)

AREA TABULATION: PARCEL (7)

PERMANENT SIDEWALK MAINTENANCE ESMT "07-PERM1"	0.002 ACRE	(101 S.F.)
TOTAL AREA IN PERMANENT EASEMENTS	0.002 ACRE	(101 S.F.)

AREA TABULATION: PARCEL (8)

TEMPORARY CONSTRUCTION EASEMENT "08-TCE1"	0.011 ACRE	(474 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS	0.011 ACRE	(474 S.F.)

AREA TABULATION: PARCEL (9)

TEMPORARY CONSTRUCTION EASEMENT "09-TCE1"	0.005ACRE	(214 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS	0.005 ACRE	(214 S.F.)

AREA TABULATION: PARCEL (10)

TEMPORARY CONSTRUCTION EASEMENT "10-TCE1"	0.003 ACRE	(129 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS	0.003 ACRE	(129 S.F.)

AREA TABULATION: PARCEL (11)

RIGHT-OF-WAY DEDICATION "11-RW1"	0.0003 ACRE	(14 S.F.)
TOTAL AREA IN RIGHT-OF-WAY DEDICATION	0.0003 ACRE	(14 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "11-TCE1"	0.007 ACRE	(322 S.F.)
TOTAL AREA IN TEMPORARY EASEMENT	0.007 ACRE	(322 S.F.)

AREA TABULATION: PARCEL (12)

RIGHT-OF-WAY DEDICATION "12-RW1"	0.001 ACRE	(43 S.F.)
TOTAL AREA IN RIGHT-OF-WAY DEDICATION	0.001 ACRE	(43 S.F.)
PERMANENT DRAINAGE EASEMENT "12-PERM1"	0.001 ACRE	(45 S.F.)
TOTAL AREA IN PERMANENT EASEMENT	0.001 ACRE	(45 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "12-TCE1"	0.014 ACRE	(617 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "12-TCE2"	0.001 ACRE	(43 S.F.)
TOTAL AREA IN TEMPORARY EASEMENT	0.015 ACRE	(660 S.F.)

NOTES:

1. EASEMENTS AND/OR RIGHTS-OF-WAY HEREBY DEDICATED BY THIS PLAT ARE IN CONJUNCTION WITH ENGINEERING PROJECT ENTITLED " TOWN OF HERNDON, VAN BUREN STREET IMPROVEMENTS, CONTRACT # CI-17-03, PHASE I, VDOT PROJECT NO.: (NFO) EN15-235-112, P101, R201, C501, (UPC 107658), FHWA-534 DATA 25208, FEDERAL NO.: TAP-5401 (029) & PHASE II", PREPARED BY RUMMEL, KLEPPER, & KAHL, LLP (RK&K), DATED APRIL 11, 2019. PARCEL IDENTIFIER NUMBERS SHOWN IN THIS PLAN SET ARE DUPLICATED ON THIS PLAT FOR THE SUBJECT PROPERTIES AND ARE DESIGNATED BY AN ENCIRCLED NUMBER, I.E. (7)
2. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECORDED DEEDS AND HIGHWAY PLAN INFORMATION AND DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY BY THIS FIRM.
3. 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
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON
5. NEW RIGHT-OF-WAY MONUMENTATION WILL BE SET BY THIS FIRM WITHIN 90 DAYS OF WRITTEN NOTIFICATION OF CONSTRUCTION ACTIVITY COMPLETION.

OWNER'S CERTIFICATE: (WITH RESPECT TO PARCEL _____ 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): _____ DATE _____

(PRINTED NAME AND TITLE) _____

BY (SIGNATURE): _____ DATE _____

(PRINTED NAME AND TITLE) _____

NOTARY:

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

THIS PLAT WAS ACKNOWLEDGED BEFORE ME, A NOTARY PUBLIC FOR THE ABOVE JURISDICTION.

WITNESSED THE ABOVE SIGNATURE THIS _____ DAY OF _____, 2019

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED BY TOWN OF HERNDON, VIRGINIA

MAYOR — DATE 2-5-2020

ATTEST — DATE 2-5-2020

TOWN OF HERNDON VIRGINIA

Sheet Status: FINAL

Submittal Date: 06-28-2019

PLAT SHOWING
A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
ROSARIO E. RIVERA
(D.B. 17776, PG. 1690) (PARCEL 5)

A 16' PERMANENT SIDEWALK MAINTENANCE EASEMENT ON THE PROPERTY OF
VALERIE J. WINSTEAD, TRUSTEE
(D.B. 3775, PG. 0510 & D.B. 25450, PG. 2180) (PARCEL 7)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
JAMES R. LEE
(D.B. 20718, PG. 1848) (PARCEL 8)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
VIRGILIO VASQUEZ & MARIA L. VASQUEZ
(D.B. 15187, PG. 1683) (PARCEL 9)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
MARIA L. VASQUEZ & VIRGILIO VASQUEZ
(D.B. 13000, PG. 2051) (PARCEL 10)

A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
ALVIN J. COSMO & ELISE L. COSMO
(D.B. 21154, PG. 1370) (PARCEL 11)

A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION, A 6' PERMANENT DRAINAGE EASEMENT & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
TU-ANH N. NGUYEN
(D.B. 11264, PG. 641) (PARCEL 12)

TOWN OF HERNDON, FAIRFAX COUNTY, VIRGINIA
SCALE 1"= 50'

Job #: RK1807.01
Date: 06-28-2019
Sheet: 1 of 2
Drawn By: WFW
Checked By: AWH

PLAT #5

Rev. #	Rev. Date

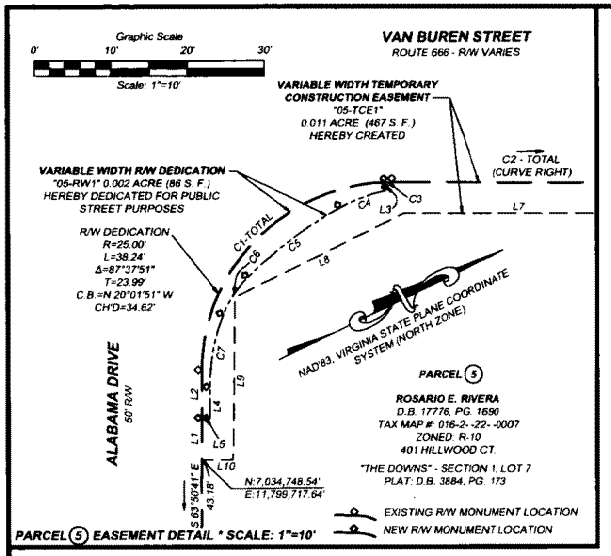
Professional Seal

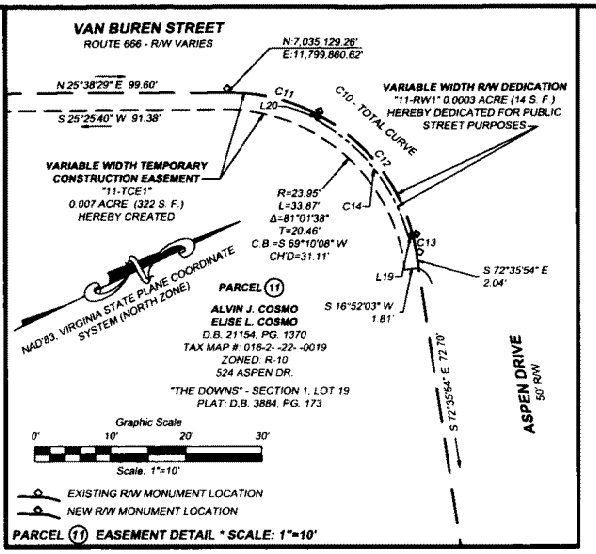
COMMONWEALTH OF VIRGINIA
Alison W. Hanson
Lic. No. 002617
LAND SURVEYOR
Sealed: 06-28-2019

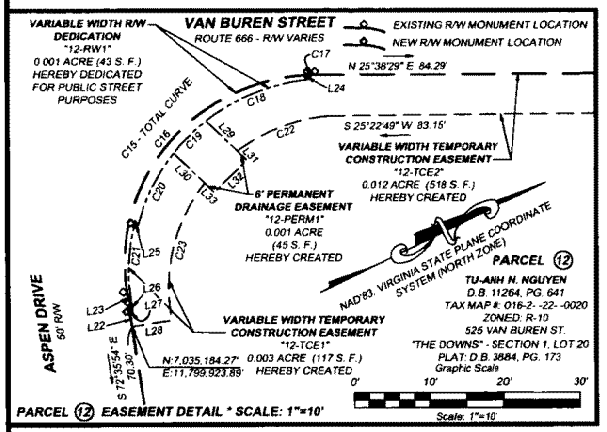
H&B Surveying and Mapping, LLC
insightful solutions, quality service
A DBE/WBE SWaM Certified Business
2105 Electric Road SW, Suite 103
Roanoke, VA 24224
540.904.2559 Office
Survey Produced at Richmond Office Location
614 Moorefield Park Drive
Richmond, VA 23236
804.330.3781 Office 804.639.5330 Fax
www.hbsurveying.com

PLAT 1

BK 26092 0300







LINE	BEARING	DISTANCE
L1	N 63°50'41" W	5.50'
L2	N 63°50'41" W	6.36'
L3	S 73°55'48" E	1.09'
L4	S 64°21'10" E	4.14'
L5	S 26°16'03" W	1.10'
L6	S 63°10'48" E	3.88'
L7	S 25°47'20" W	76.30'
L8	S 00°24'37" E	24.91'
L9	S 63°21'58" E	21.59'
L10	S 26°16'03" W	4.09'
L11	S 38°45'10" E	4.18'
L12	N 25°38'29" E	9.72'
L13	S 72°22'47" E	3.79'
L14	N 24°49'37" E	20.20'
L15	S 72°27'13" E	5.73'
L16	S 08°18'26" W	5.39'
L17	S 19°41'58" W	9.02'
L18	S 55°57'56" W	7.28'
L19	S 06°42'26" W	0.82'
L20	N 38°05'51" W	0.69'
L21	S 72°35'54" E	5.11'
L22	N 72°35'54" W	1.99'
L23	N 72°35'54" W	2.71'
L24	S 70°49'27" E	0.60'
L25	S 41°29'32" W	0.50'
L26	S 73°20'29" E	1.16'
L27	S 17°24'06" W	0.41'
L28	S 16°47'36" W	5.23'
L29	S 70°32'54" W	5.70'
L30	N 70°32'54" E	5.66'
L31	N 70°32'54" E	1.74'
L32	S 19°27'06" E	6.00'
L33	S 70°32'54" W	1.78'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	25.00'	38.24'	89°15'04"	24.96'	N 18°53'15" W	35.33'
C2	3347.64'	80.00'	00°08'13"	40.00'	N 26°00'04" E	80.00'
C3	25.00'	1.00'	2°17'13"	0.50'	N 24°55'41" E	1.00'
C4	24.00'	6.61'	15°46'38"	3.33'	S 86°12'16" W	6.59'
C5	51.33'	15.25'	17°01'07"	1.68'	S 11°11'28" E	15.19'
C6	14.50'	5.96'	23°32'14"	3.02'	S 31°28'06" E	5.91'
C7	26.50'	9.77'	21°06'55"	4.94'	S 53°47'43" E	9.71'
C8	3347.64'	124.00'	00°12'44"	62.00'	N 25°49'36" E	124.00'
C9	3347.64'	46.29'	00°04'45"	23.14'	N 25°50'47" E	46.29'
C10	25.00'	35.67'	81°45'37"	21.64'	N 56°31'18" E	32.72'
C11	25.00'	12.42'	28°28'14"	6.34'	N 39°52'37" E	12.30'
C12	25.00'	20.85'	47°47'00"	11.07'	S 78°00'14" W	20.25'
C13	25.00'	2.40'	5°30'23"	1.20'	S 75°21'05" E	2.40'
C14	25.00'	20.33'	46°35'08"	10.76'	S 77°53'00" W	19.77'
C15	25.00'	42.87'	98°14'23"	28.88'	N 23°28'42" W	37.86'
C16	25.00'	41.89'	96°00'14"	27.77'	N 24°35'46" W	37.16'
C17	25.00'	0.98'	2°14'09"	0.45'	N 24°31'25" E	0.98'
C18	25.50'	14.60'	32°48'45"	7.51'	S 03°42'40" W	14.40'
C19	25.50'	6.01'	13°30'46"	3.02'	N 19°27'06" W	6.00'
C20	25.50'	10.69'	24°00'45"	5.42'	S 36°12'51" E	10.61'
C21	26.00'	10.51'	23°09'14"	5.33'	S 61°45'52" E	10.44'
C22	22.86'	13.13'	32°51'59"	6.75'	S 04°53'13" W	12.95'
C23	22.86'	19.27'	48°15'19"	10.25'	S 50°44'22" E	18.71'

Sheet Status:
FINAL
Submittal Date:
06-28-2019

APPROVED BY
TOWN OF HERNDON, VIRGINIA

MAYOR DATE

ATTEST DATE

PLAT SHOWING
A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
ROSARIO E. RIVERA
(D.B. 17776, PG. 1690) (PARCEL 5)

A 15' PERMANENT SIDEWALK MAINTENANCE EASEMENT ON THE PROPERTY OF
VALERIE J. WINSTEAD, TRUSTEE
(D.B. 3775, PG. 0510 & D.B. 25450, PG. 2180) (PARCEL 7)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
JAMES R. LEE
(D.B. 20718, PG. 1848) (PARCEL 8)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
VIRGILIO VASQUEZ & MARIA L. VASQUEZ
(D.B. 15187, PG. 1683) (PARCEL 9)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
MARIA L. VASQUEZ & VIRGILIO VASQUEZ
(D.B. 13000, PG. 2051) (PARCEL 10)

A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
ALVIN J. COSMO & ELISE L. COSMO
(D.B. 21154, PG. 1370) (PARCEL 11)

A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION, A 6' PERMANENT DRAINAGE EASEMENT & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
TU-ANH N. NGUYEN
(D.B. 11264, PG. 641) (PARCEL 12)

TOWN OF HERNDON, FAIRFAX COUNTY, VIRGINIA
DETAILS THIS SHEET, SCALE 1"= 10'

Job #: RK1807.01
Date: 06-28-2019
Sheet: 2 of 2
Drawn By: WFW
Checked By: AWH

PLAT #5

Rev. #	Rev. Date

Professional Seal

COMMONWEALTH OF VIRGINIA
Alison W. Hanson
Lic. No. 002617
LAND SURVEYOR

Sealed: 06-28-2019

H&B Surveying and Mapping, LLC
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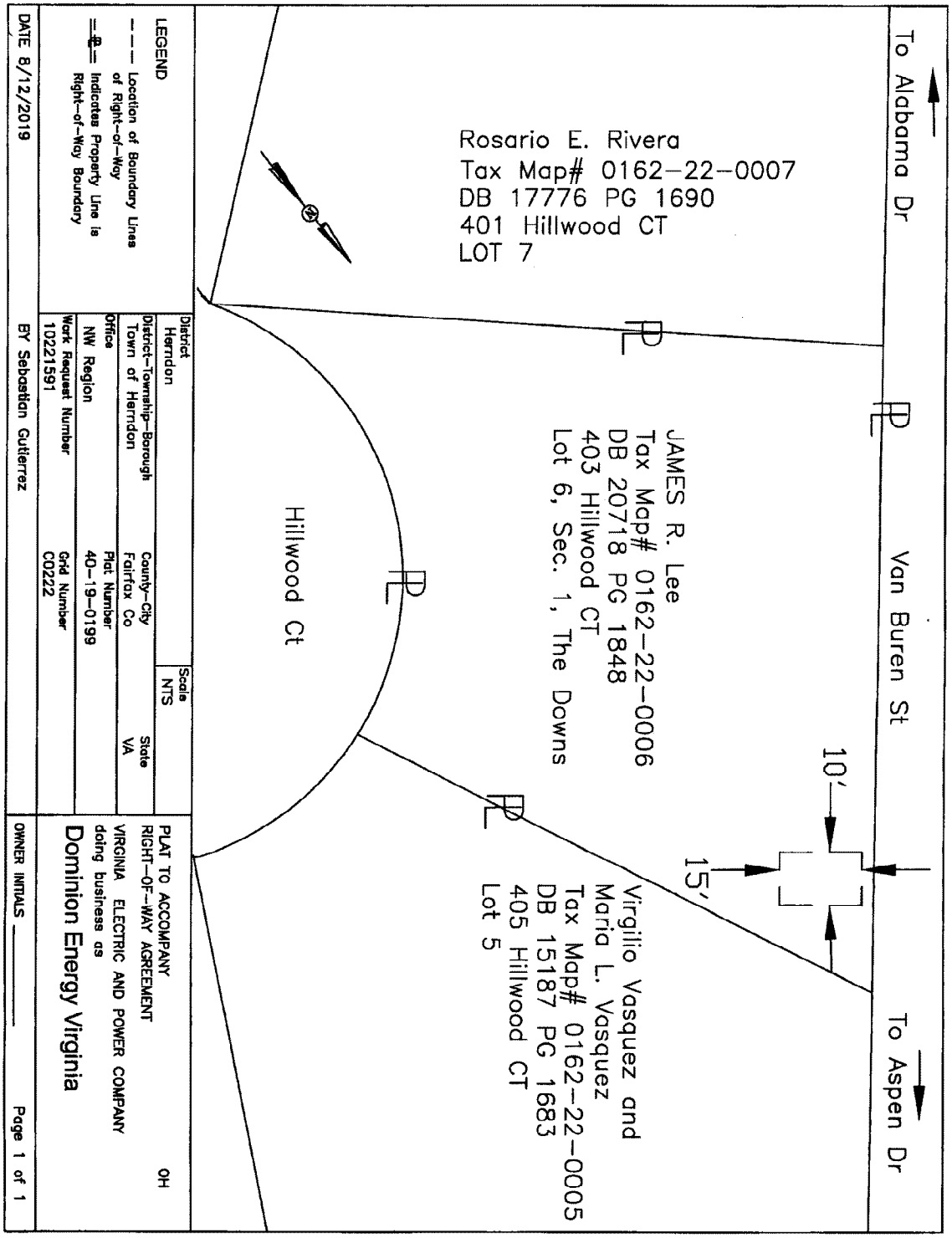
Roanoke, VA 24014
540.904.2569 Office
Survey Provided at Richmond Office Location
614 Moorefield Park Drive
Richmond, VA 23236
804.330.3781 Office 804.659.5330 Fax
www.hbsurveying.com

BK 26092 0301


To Alabama Dr
Van Buren St
To Aspen Dr
10'
15'
Rosario E. Rivera
Tax Map# 0162-22-0007
DB 17776 PG 1690
401 Hillwood CT
LOT 7
JAMES R. Lee
Tax Map# 0162-22-0006
DB 20718 PG 1848
403 Hillwood CT
Lot 6, Sec. 1, The Downs
Virgilio Vasquez and
Maria L. Vasquez
Tax Map# 0162-22-0005
DB 15187 PG 1683
405 Hillwood CT
Lot 5
Hillwood Ct
LEGEND
Location of Boundary Lines of Right-of-Way
Indicates Property Line is Right-of-Way Boundary
District
Herndon
District-Township-Borough
Town of Herndon
County-City
Fairfax Co
State
VA
Scale
NTS
Office
NW Region
Plat Number
40-19-0199
Work Request Number
10221591
Grid Number
C0222
PLAT TO ACCOMPANY
RIGHT-OF-WAY AGREEMENT
OH
VIRGINIA ELECTRIC AND POWER COMPANY
doing business as
Dominion Energy Virginia
DATE 8/12/2019
BY Sebastian Gutierrez
OWNER INITIALS _____
Page 1 of 1

PLAT 2

TOWN OF HERNDON, VIRGINIA

ORDINANCE

JANUARY 28, 2020

Ordinance– Authorizing the use of eminent domain for the acquisition of temporary and power utility easements on property owned by James R. Lee, Tax Map #: 0162-22-0006 for public use by condemnation for transportation facility improvements to Van Buren Street from Spring Street to Herndon Parkway.

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

1. The Town of Herndon made a bona fide but ineffectual effort to acquire a 474 square foot temporary construction and grading easement and a 150 square feet permanent utility easement to be assigned to Virginia Electric and Power Company ("Dominion Energy") from James R. Lee for $3,000.00 in connection with the Van Buren Streets Improvement Project. Negotiations are at an impasse and the landowner cannot convey valid title. Therefore, the Town Attorney and outside counsel on behalf of the Town are authorized and directed to file a Certificate of Take and prosecute to completion a condemnation action against the land owned by James R. Lee as well as James R. Lee for the Town's condemnation of these interests in property over real estate located at 403 Hillwood Court, Town of Herndon, Fairfax County, Virginia, designated as Tax Map #: 0162-22-0006 and shown as Parcel 8 and Plat #5 of Job # RK1807.01, dated June 28, 2019 and revised through August 29, 2019, prepared by H&B Surveying and Mapping, LLC of Richmond, Virginia, and as shown on Plat Number 40-19-0199 dated August 12, 2019, prepared by Dominion Energy Virginia, which said plats are attached hereto and incorporated herein.

2. The Town Council approves the following proposed public use for this acquisition: the construction, maintenance, or improvement of the public roadway, bike lanes, sidewalks, utility relocation, curb and gutter, and storm drainage, for the public safety and welfare of the Town.

3. The Town Council directs the Town Manager, Town Attorney, and their outside counsel to acquire the above described interests in property for public use by condemnation, purchase, or other means. The Town staff is hereby authorized to pay the compensation set forth in paragraph 1 above into the Fairfax County Circuit Court contemporaneously with filing a Certificate of Take.

4. The property interests shall be used for the Van Buren Street Improvement Project. The property interests are necessary for the construction, maintenance, or improvement of, and access to, the public roadway, bike lanes, sidewalks, utility relocation, curb and gutter, and storm drainage.

5. This ordinance shall be effective on and after the date of its adoption.

This is certified to be a true and accurate copy of Ordinance 20-O-04 adopted at a legally convened meeting of the Town Council of the Town of Herndon on January 28, 2020.

Jessica Sizemore

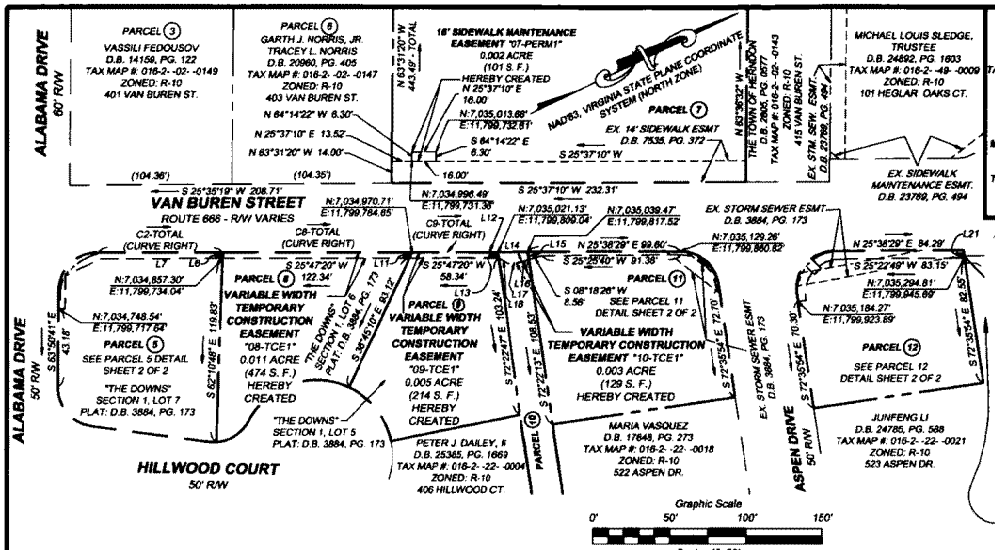
Jessica Sizemore, Legislative Assistant

TOWN OF HERNDON, VIRGINIA 1879

Attached for reference are Parcel 8 and Plat #5 of Job # RK1807.01, dated June 28, 2019 and revised through August 29, 2019, prepared by H&B Surveying and Mapping, LLC of Richmond, Virginia, and as shown on Plat Number 40-19-0199 dated August 12, 2019, prepared by Dominion Energy Virginia.

Plat Attached

02/20/2020
RECORDED FAIRFAX CO VA
TESTE:
CLERK



PARCEL 5	PARCEL 7	PARCEL 9
ROSARIO E. RIVERA D.B. 17776, PG. 1690 TAX MAP #: 016-2- -22- -0007 ZONED: R-10 401 HILLWOOD CT.	VALERIE J. WINSTEAD, TRUSTEE D.B. 3775, PG. 0510 D.B. 25450, PG. 2180 TAX MAP #: 016-2- -02- -0148 ZONED: R-10 405 VAN BUREN ST	JAMES R. LEE D.B. 20718, PG. 1848 TAX MAP #: 016-2- -22- -0006 ZONED: R-10 403 HILLWOOD CT.
PARCEL 10	PARCEL 11	PARCEL 12
MARIA L. VASQUEZ VIRGILIO VASQUEZ D.B. 13000, PG. 2051 TAX MAP #: 016-2- -02- -0151A ZONED: R-10 406 VAN BUREN ST.	ALVIN J. COSMO ELISE L. COSMO D.B. 21154, PG. 1370 TAX MAP #: 016-2- -22- -0016 ZONED: R-10 524 ASPEN DR.	TU-ANH N. NGUYEN D.B. 11264, PG. 641 TAX MAP #: 016-2- -22- -0026 ZONED: R-10 525 VAN BUREN ST.

PARCEL 9
VIRGILIO VASQUEZ
MARIA L. VASQUEZ
D.B. 15187, PG. 1683
TAX MAP #: 016-2- -22- -0005
ZONED: R-10
405 HILLWOOD CT.

SURVEYOR'S CERTIFICATE:

I, ALISON W. HANSON, A DULY LICENSED SURVEYORIN 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 PARCELS EMBRACED ON THIS PLAT AND ARE NOW IN THE NAMES OF:

PARCEL #:
5. ROSARIO E. RIVERA, AS RECORDED IN D.B. 17776, PG. 1690
7. VALERIE J. WINSTEAD, TRUSTEE, AS RECORDED IN D.B. 3775, PG. 510 & D.B. 25450, PG. 2180
8. JAMES R. LEE, AS RECORDED IN D.B. 20718, PG. 1848
9. VIRGILIO VASQUEZ & MARIA L. VASQUEZ, AS RECORDED IN D.B. 15187, PG. 1683
10. MARIA L. VASQUEZ & VIRGILIO VASQUEZ, AS RECORDED IN D.B. 13000, PG. 2051
11. ALVIN J. COSMO & ELISE L. COSMO, AS RECORDED IN D.B. 21154, PG. 1370
12. TU-ANH N. NGUYEN, AS RECORDED IN D.B. 11264, PG. 641

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

ALISON W. HANSON, LS (VIRGINIA LS #: 2617) — DATE 06-28-2019

SEE SHEET 2 OF 2 FOR DETAILS, LINE TABLE & CURVE TABLE

AREA TABULATION: PARCEL (5)

RIGHT-OF-WAY DEDICATION "05-RW1":	0.002 ACRE	(86 S.F.)
TOTAL AREA IN RIGHT-OF-WAY DEDICATION	0.002 ACRE	(86 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "05-TCE1":	0.011 ACRE	(467 S.F.)
TOTAL AREA IN TEMPORARY EASEMENT:	0.011 ACRE	(467 S.F.)

AREA TABULATION: PARCEL (7)

PERMANENT SIDEWALK MAINTENANCE ESM'T "07-PERM1":	0.002 ACRE	(101 S.F.)
TOTAL AREA IN PERMANENT EASEMENTS:	0.002 ACRE	(101 S.F.)

AREA TABULATION: PARCEL (8)

TEMPORARY CONSTRUCTION EASEMENT "08-TCE1":	0.011 ACRE	(474 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.011 ACRE	(474 S.F.)

AREA TABULATION: PARCEL (9)

TEMPORARY CONSTRUCTION EASEMENT "09-TCE1":	0.005ACRE	(214 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.005 ACRE	(214 S.F.)

AREA TABULATION: PARCEL (10)

TEMPORARY CONSTRUCTION EASEMENT "10-TCE1":	0.003 ACRE	(129 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.003 ACRE	(129 S.F.)

AREA TABULATION: PARCEL (11)

RIGHT-OF-WAY DEDICATION "11-RW1":	0.0003 ACRE	(14 S.F.)
TOTAL AREA IN RIGHT-OF-WAY DEDICATION	0.0003 ACRE	(14 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "11-TCE1":	0.007 ACRE	(322 S.F.)
TOTAL AREA IN TEMPORARY EASEMENT:	0.007 ACRE	(322 S.F.)

AREA TABULATION: PARCEL (12)

RIGHT-OF-WAY DEDICATION "12-RW1":	0.001 ACRE	(43 S.F.)
TOTAL AREA IN RIGHT-OF-WAY DEDICATION	0.001 ACRE	(43 S.F.)
PERMANENT DRAINAGE EASEMENT "12-PERM1":	0.001 ACRE	(45 S.F.)
TOTAL AREA IN PERMANENT EASEMENT:	0.001 ACRE	(45 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "12-TCE1":	0.003 ACRE	(117 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "12-TCE2":	0.012 ACRE	(518 S.F.)
TOTAL AREA IN TEMPORARY EASEMENT:	0.015 ACRE	(535 S.F.)

NOTES:

1. EASEMENTS AND/OR RIGHTS-OF-WAY HEREBY DEDICATED BY THIS PLAT ARE IN CONJUNCTION WITH ENGINEERING PROJECT ENTITLED " TOWN OF HERNDON, VAN BUREN STREET IMPROVEMENTS, CONTRACT #: D-17-03, PHASE I, VDOT PROJECT NO.: (NFO) EN15-235-112, P101, R201, C501, (UPC 107658), FHWA-534 DATA 25208, FEDERAL NO.: TAP-5A01 (029) & PHASE II", PREPARED BY RUMMEL, KLEPPER, & KAHL, LLP (RK&K), DATED APRIL 11, 2019. PARCEL IDENTIFIER NUMBERS SHOWN IN THIS PLAN SET ARE DUPLICATED ON THIS PLAT FOR THE SUBJECT PROPERTIES AND ARE DESIGNATED BY AN ENCIRCLED NUMBER, I.E. (X)
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3. 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.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.
5. NEW RIGHT-OF-WAY MONUMENTATION WILL BE SET BY THIS FIRM WITHIN 90 DAYS OF WRITTEN NOTIFICATION OF CONSTRUCTION ACTIVITY COMPLETION.

OWNER'S CERTIFICATE: (WITH RESPECT TO PARCEL _____ 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): _____ DATE _____

(PRINTED NAME AND TITLE) _____

BY (SIGNATURE): _____ DATE _____

(PRINTED NAME AND TITLE) _____

NOTARY:

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

THIS PLAT WAS ACKNOWLEDGED BEFORE ME, A NOTARY PUBLIC FOR THE ABOVE JURISDICTION,

WITNESSED THE ABOVE SIGNATURE THIS _____ DAY OF _____, 2019

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED BY
TOWN OF HERNDON, VIRGINIA

MAYOR _____ DATE _____

ATTEST _____ DATE _____

Sheet Status:
FINAL
Submittal Date:
06-28-2019

PLAT SHOWING
A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
ROSARIO E. RIVERA
(D.B. 17776, PG. 1690) (PARCEL 5)

A 16' PERMANENT SIDEWALK MAINTENANCE EASEMENT ON THE PROPERTY OF
VALERIE J. WINSTEAD, TRUSTEE
(D.B. 3775, PG. 0510 & D.B. 25450, PG. 2180) (PARCEL 7)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
JAMES R. LEE
(D.B. 20718, PG. 1848) (PARCEL 8)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
VIRGILIO VASQUEZ & MARIA L. VASQUEZ
(D.B. 15187, PG. 1683) (PARCEL 9)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
MARIA L. VASQUEZ & VIRGILIO VASQUEZ
(D.B. 13000, PG. 2051) (PARCEL 10)

A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
ALVIN J. COSMO & ELISE L. COSMO
(D.B. 21154, PG. 1370) (PARCEL 11)

A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION, A 6' PERMANENT DRAINAGE EASEMENT & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
TU-ANH N. NGUYEN
(D.B. 11264, PG. 641) (PARCEL 12)

TOWN OF HERNDON, FAIRFAX COUNTY, VIRGINIA
SCALE 1"= 50'

Job #: RK1807.01
Date: 06-28-2019
Sheet: 1 of 2
Drawn By: WFW
Checked By: AWH

PLAT #5

Rev. #	Rev. Date

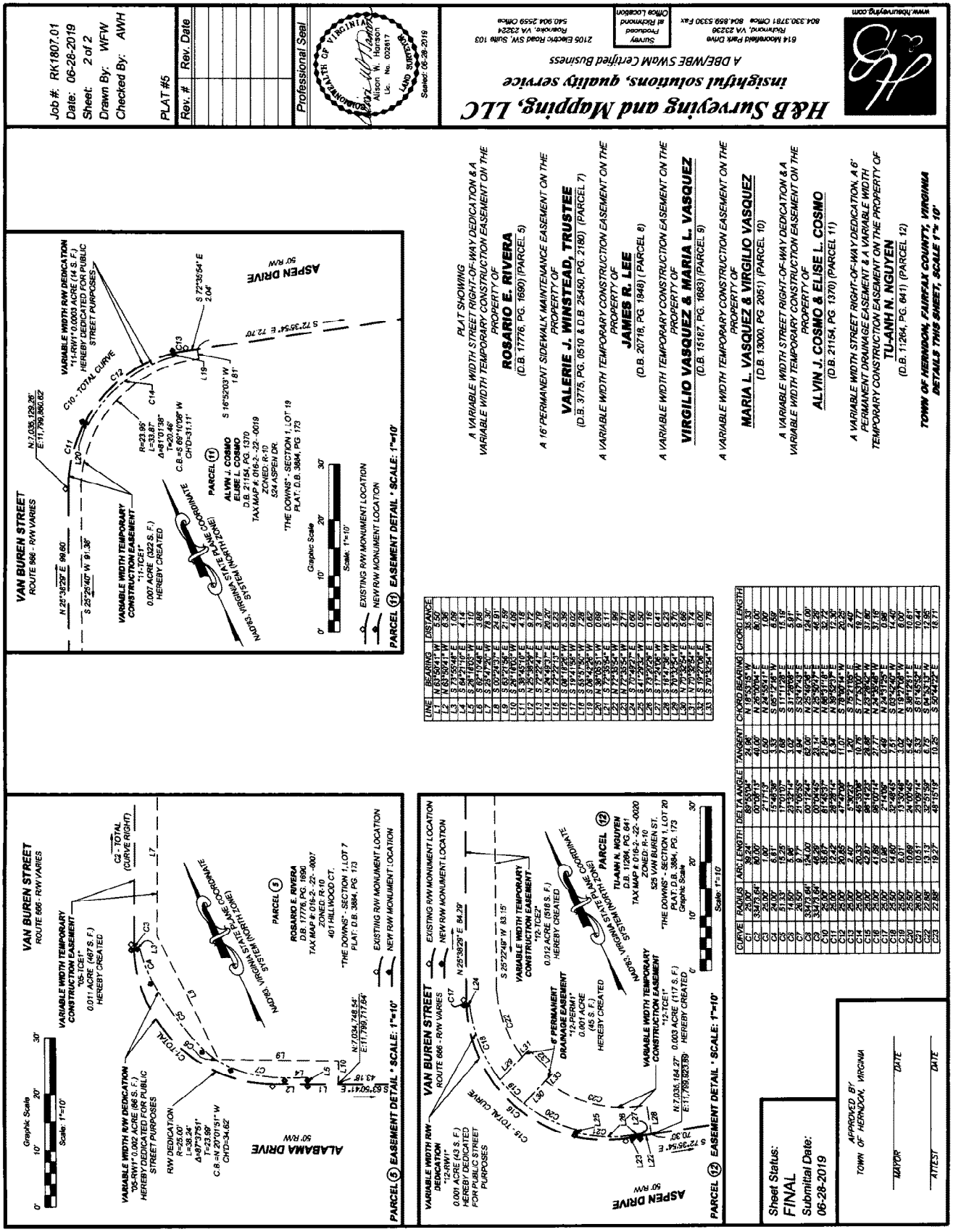
Professional Seal

COMMONWEALTH OF VIRGINIA
Alison W. Hanson
Lic. No. 002617
LAND SURVEYOR
Sealed: 06-28-2019

H&B Surveying and Mapping, LLC
insightful solutions, quality service
A DBE/WBE SWaM Certified Business
2105 Electric Road SW, Suite 103
Roanoke, VA 23224
540.904.2569 Office
Survey Produced at Richmond Office Location
614 Moorefield Park Drive
Richmond, VA 23236
804.330.3761 Office 804.859.5330 Fax
www.hbsurveying.com

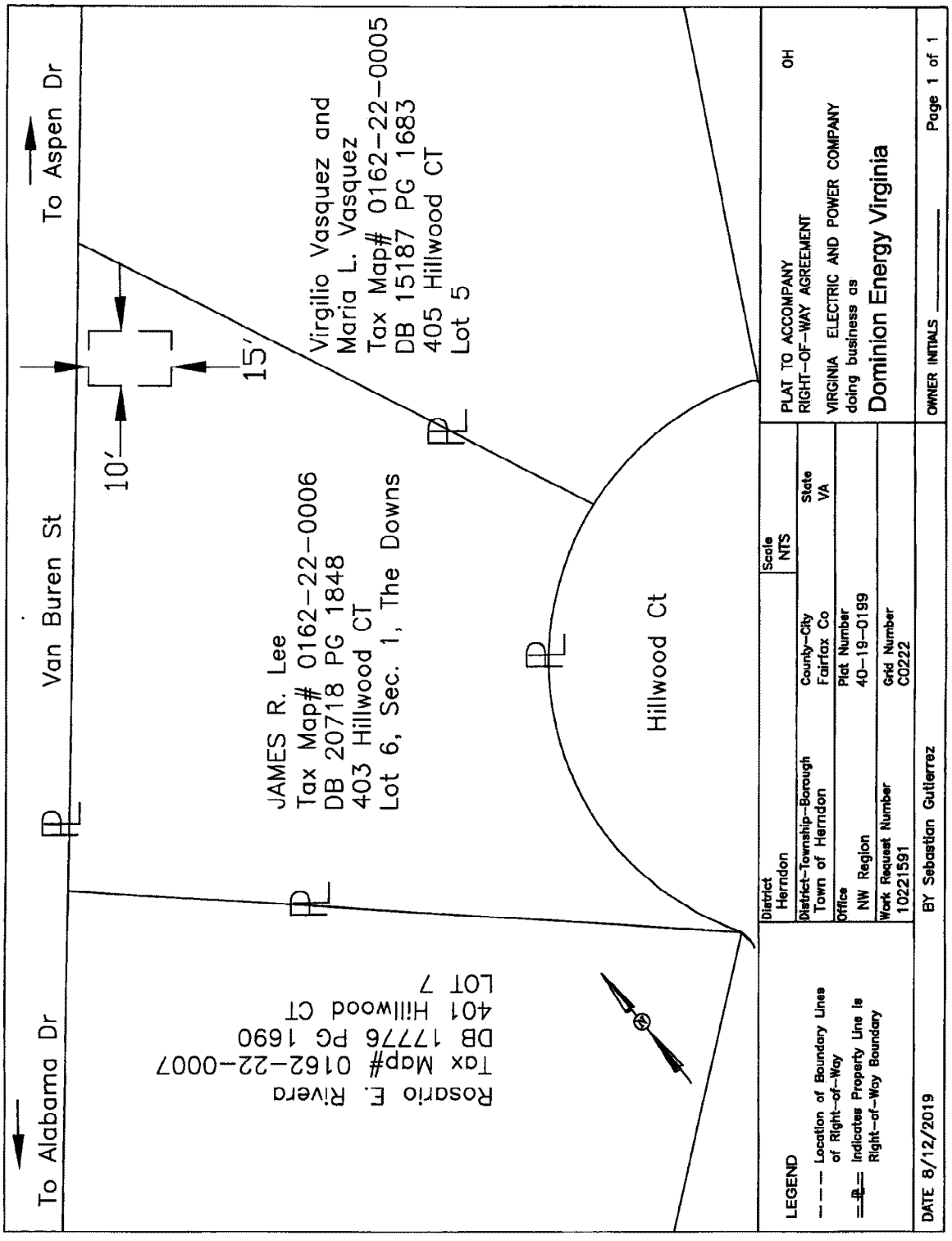
BK 26092 0305

Attachment
20-O-04



LINE	BEARING	DISTANCE
L1	N 63°50'21" W	8.56'
L2	N 63°50'21" W	8.56'
L3	S 73°55'48" E	1.09'
L4	S 64°21'10" E	4.14'
L5	S 64°21'10" E	1.10'
L6	S 60°17'44" E	3.88'
L7	S 60°17'44" E	24.10'
L8	S 63°21'56" E	21.59'
L9	S 63°21'56" E	4.09'
L10	S 26°10'05" W	4.18'
L11	S 39°45'10" E	9.72'
L12	N 25°38'29" E	20.78'
L13	S 72°22'11" E	5.23'
L14	S 08°11'26" W	5.39'
L15	S 72°22'11" E	5.23'
L16	S 10°41'56" W	9.02'
L17	S 63°21'56" W	7.28'
L18	S 08°11'26" W	0.02'
L19	S 72°35'54" E	5.11'
L20	N 72°35'54" W	1.89'
L21	N 72°35'54" W	2.71'
L22	N 72°35'54" W	0.50'
L23	N 17°24'06" E	0.50'
L24	N 41°29'52" W	0.41'
L25	S 19°41'58" W	6.23'
L26	S 70°18'02" W	5.70'
L27	S 70°18'02" E	5.66'
L28	N 70°18'02" W	1.74'
L29	N 70°18'02" W	6.00'
L30	N 70°32'54" W	1.78'
L31	S 70°32'54" E	6.00'
L32	S 70°32'54" E	1.78'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.24'	89°53'04"	24.96'	N 18°53'16" W	35.33'
C2	3347.64'	80.00'	01°08'13"	40.00'	N 26°10'04" E	80.00'
C3	25.00'	1.06'	2°11'13"	0.50'	N 24°15'41" E	1.06'
C4	24.00'	6.61'	15°46'36"	3.33'	S 16°17'26" W	6.59'
C5	51.50'	15.46'	17°11'31"	7.80'	S 11°29'00" E	15.40'
C6	26.50'	9.77'	21°07'55"	4.94'	S 53°47'43" E	9.71'
C7	3347.64'	124.00'	00°12'44"	62.00'	N 25°16'06" E	124.00'
C8	3347.64'	46.29'	00°00'48"	23.14'	N 25°30'07" E	46.29'
C9	25.00'	35.61'	81°35'51"	21.64'	N 66°31'10" E	32.72'
C10	25.00'	10.24'	23°27'14"	5.20'	N 36°39'44" W	10.17'
C11	25.00'	39.27'	90°00'00"	25.00'	N 27°24'06" E	35.36'
C12	25.00'	2.40'	5°30'26"	1.20'	S 15°21'05" E	2.40'
C13	25.00'	20.33'	46°35'08"	10.76'	S 17°53'00" W	19.77'
C14	25.00'	42.87'	98°14'23"	28.66'	N 63°28'45" W	37.80'
C15	25.00'	41.89'	96°01'14"	27.77'	N 34°36'28" W	37.16'
C16	25.00'	0.86'	1°58'06"	0.43'	N 24°37'25" E	0.86'
C17	25.00'	41.89'	96°01'14"	27.77'	N 61°24'49" E	37.16'
C18	25.50'	8.01'	17°59'48"	4.03'	N 19°27'48" W	8.00'
C19	25.50'	10.69'	24°00'43"	5.42'	S 38°17'21" E	10.61'
C20	26.00'	10.51'	23°09'14"	5.33'	S 61°45'58" E	10.44'
C21	26.00'	10.51'	23°09'14"	5.33'	S 61°45'58" E	10.44'
C22	22.86'	13.13'	32°51'58"	6.75'	S 54°53'13" W	12.95'
C23	22.86'	19.27'	48°15'19"	10.25'	S 35°44'22" E	18.71'


To Alabama Dr
Van Buren St
To Aspen Dr
10'
15'
Virgilio Vasquez and
Maria L. Vasquez
Tax Map# 0162-22-0005
DB 15187 PG 1683
405 Hillwood CT
Lot 5
JAMES R. Lee
Tax Map# 0162-22-0006
DB 20718 PG 1848
403 Hillwood CT
Lot 6, Sec. 1, The Downs
Hillwood Ct
Rosario F. Rivera
Tax Map# 0162-22-0007
DB 17776 PG 1690
401 Hillwood CT
LOT 7
LEGEND
Location of Boundary Lines of Right-of-Way
Indicates Property Line is Right-of-Way Boundary
District Herndon
Scale NTS
District-Township-Borough Town of Herndon
County-City Fairfax Co
State VA
Office NW Region
Plat Number 40-19-0199
Work Request Number 10221591
Grid Number CO222
DATE 8/12/2019
EY Sebastian Gutierrez
PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT
OH
VIRGINIA ELECTRIC AND POWER COMPANY
doing business as
Dominion Energy Virginia
OWNER INITIALS _____
Page 1 of 1

STAFF REPORT

Town Council
August 4, 2020

Title:

Ordinance- to approve the conveyance of a power utility easement by Quitclaim Deed 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 Van Buren Street Improvement Project on property owned by Nichole F. Lopes & Patrick T. Lopes at 433 Van Buren Street, Herndon, Virginia, Fairfax County Tax Map #:0162-06-0002.

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 completed public use project will provide widening of the roadway to accommodate a pedestrian bike lane in each direction, new sidewalks, curb and gutter, and improved storm drainage. The project provides for signalized pedestrian and bike crosswalks at Alabama Drive, as well as improved street lighting throughout.

Certain power utility easements were acquired from property owners to allow for the relocation of and placement of new electrical facilities by Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia ("Dominion").

The Town acquired a 1,608 square foot temporary construction and grading easement and a 100 square foot permanent non-exclusive power utility easement for future conveyance to Dominion, by Certificate of Take recorded February 20, 2020, in Deed Book 26092, at page 0372, in the Fairfax County Land Records, on

property located at 433 Van Buren Street designated as Tax Map#:0162-06-0002, owned by Nichole F. Lopes & Patrick T. Lopes.

The Town must now convey by quitclaim, all of the Town's interest in the permanent non-exclusive power utility easement to Dominion to allow for the relocation of and placement of new 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 Quitclaim Deed between the Town and Dominion and a draft ordinance approving the Quitclaim Deed are attached for Town Council's consideration.

Fiscal Impact:

None.

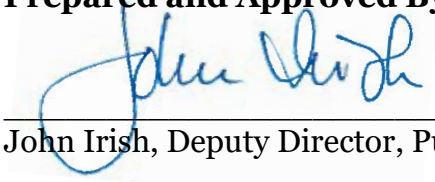
Recommendation:

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

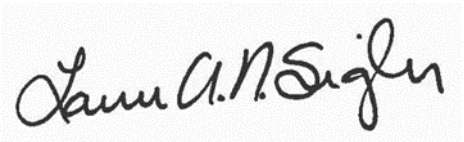
Attachments:

1. Draft Ordinance
2. Quitclaim Deed with recorded Certificate of Take attached

Prepared and Approved By:



John Irish, Deputy Director, Public Works



Lauri A.N. Sigler, Deputy Town Attorney

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

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

Tax Map No. 0162-06-0002

THIS QUITCLAIM DEED (the **"Deed"**) is made this ___ day of _____, 2020, by and between the **TOWN OF HERNDON, VIRGINIA**, a municipal corporation (hereinafter referred to as **"Town"**) and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, (hereinafter referred to as "**Grantee**").

W I T N E S S E T H :

WHEREAS, the Town is constructing public transportation improvements identified as the Van Buren Street Improvement Project (hereinafter referred to as the "Project"). The Project is further identified by the Town of Herndon Project Code Number (UPC) 107658; State Project Number EN15-235-112, P101, M501; and Federal Project Number TAP 5A01(730); and

WHEREAS, in accordance with Section 7.8 of the Charter of the Town of Herndon, Virginia, and Sections 15.2-1901 - 1904 and 25.1-300, *et al.* of the Code of Virginia (1950), as amended, the Town recorded a Certificate of Take with the Clerk of the Circuit Court of the County of Fairfax in Deed Book 26092, Page 372 (the "Certificate"), to take from Nichole F. Lopes and Patrick T. Lopes, the owners of certain real property located in the Town of Herndon, Virginia, at 433 Van Buren Street, Herndon, Virginia, and more particularly described as Tax Map Nos. 0162-06-0002 (the "Property"), certain interests in the Property required for construction of the aforementioned Project, a copy of the Certificate is attached hereto as Exhibit A; and

WHEREAS, one such interest taken for assignment to the Grantee was a permanent non-exclusive power utility easement containing 0.002 acre (100 square feet), for the installation of facilities of Grantee, shown on Plat Number 40-19-0075, "PLAT TO ACCOMPANY RIGHT-OF-

---

Exempted from recordation taxes and fees under Sections 58.1-811(C)(4), Code of Virginia 1950, as amended.

WAY AGREEMENT", prepared by Grantee, and attached to the Certificate and identified as "PLAT 2"; and

WHEREAS, the Town desires to convey by quitclaim deed to Grantee, all of the Town's interest in the permanent non-exclusive power utility easement.

NOW THEREFORE, that in consideration of the premises, the Town in accordance with the provisions of Sections 15.2-1902 and 33.2-1014 of the Code of Virginia (1950), as amended, does hereby release, remise and quitclaim unto Grantee, its successors or assigns, a permanent non-exclusive power utility easement over, under, through, upon, above and across the Property containing 0.002 acre (100 square feet) as described on PLAT 2 and the Certificate attached hereto as Exhibit A.

It is understood and agreed by and between the parties hereto, that this conveyance is subject to any right, privilege, easement, condition or restriction encumbering the herein described easement, whether located above, upon, or under the surface, either presently in use or of record.

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]

ATTEST: TOWN OF HERNDON, VIRGINIA

_____
Town Clerk By_____
Lisa C. Merkel, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, 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 _____ day of _____,_____.

_____
Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

APPROVED AS TO FORM:

_____
Lesa J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

August 11, 2020

Ordinance- to approve the conveyance of a power utility easement by Quitclaim Deed 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 Van Buren Street Improvement Project, on property owned by Nichole F. Lopes & Patrick T. Lopes at 433 Van Buren Street, Herndon, Virginia, Fairfax County Tax Map #: 0162-06-0002.

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

1. The Town Council approves the conveyance of a permanent non-exclusive power utility easement by Quitclaim Deed from the Town to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia ("Dominion"), acquired by the Town of Herndon from Nichole F. Lopes and Patrick T. Lopes, by that certain Certificate of Take recorded on February 20, 2020 in Deed Book 26092, Page 0372, in the Fairfax County land records ("Certificate of Take"). The power utility easement allows for the relocation of and placement of new electrical facilities which are necessary as part of the transportation facility improvements for the Van Buren Street Improvement Project.

2. This power utility easement contains approximately 100 square feet and is located on property owned by Nichole F. Lopes and Patrick T. Lopes known as Tax Map#: 0162-06-0002, as is more particularly described in the Certificate of Take and shown on Plat 40-19-0075 prepared by Dominion attached to the recorded Certificate of Take as "PLAT 2".

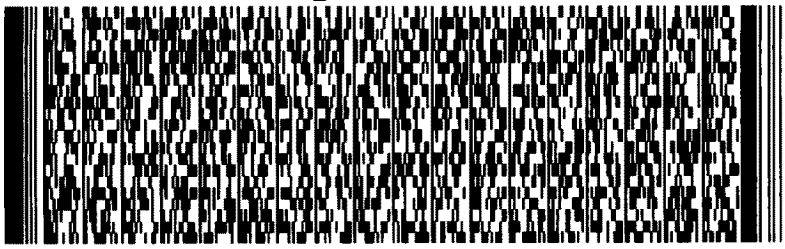
3. The Mayor is authorized to sign and deliver a Quitclaim Deed and associated instruments necessary to evidence, effect, or correct this conveyance. This deed shall be on such form as approved by the Town Attorney.

4. This ordinance shall be effective on and after the date of its adoption.

OFFICE OF THE TOWN ATTORNEY

Fairfax Circuit Court Coversheet Generator

Cover Sheet Page 1 of 1



Consideration	$0.00		**Consideration/Actual Value %**	100	
Actual/Assessed	**Tax Exemption**		NC	**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.				**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)

CERTIFICATE

Grantor(s)

NICHOLE F LOPES_I_N, PATRICK T LOPES_I_N

Grantee(s)

TOWN OF HERNDON, VIRGINIA_I_N

Tax Map Number

016-2- -22- -0002-

49

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)

2020 02902

Prepared by/Return to: Town of Herndon: 777 Lynn Street,
Herndon, VA 20170
Attn: Lesa Yeatts, Town Attorney
Tax Map No: 016-2-22-0002

CERTIFICATE OF TAKE

WHEREAS, NICHOLE F. LOPES and PATRICK T. LOPES, are the owners of certain real property located in the Town of Herndon, Virginia, at 433 Van Buren Street, Herndon, Virginia, and more particularly described as Tax Map Nos. 0162-22-0002 (the "Property"), having acquired the Property by deed recorded in Deed Book 25340, at Page 97, among the land records of Fairfax County, Virginia; and

WHEREAS, the TOWN OF HERNDON, VIRGINIA, a Virginia municipal corporation, ("Town") is constructing transportation improvements identified as the Van Buren Street Improvement Project, "the Project." The Project is further identified by the Town of Herndon Project Code Number (UPC) 107658; State Project Number EN15-235-112, P101, M501; and Federal Project Number TAP-5A01 (730) (the "Project"). The Project plan sheets are on file with the Town. The Town has determined that it is necessary to acquire the following easements on the Property in connection with the Project:

A. a temporary construction and grading easement containing 0.037 acre (1,608 square feet) for the purpose of the necessary grading and construction through, upon and across the Property that shall become null and void at such time as grading and construction is complete and the work is accepted by the Town, as shown on Plat 1.

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 reseeding or resodding of lawns, the reseeding 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.

B. a non-exclusive power utility easement containing 0.002 acre (100 square feet), as shown on Plat 2, in accordance with the provision of Sections 15.2-1902 and 33.2-1014, Code of Virginia (1950), as amended, over, under, through, upon, above and across the Property, 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; and

WHEREAS, the land, or interest therein, taken lies in the Town of Herndon, and is more particularly bounded and described on:

A. Plat #7 of Job # RK1807.01, dated July 17, 2019, for PARCEL 15 entitled Plat Showing "A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF NICHOLE F. LOPES & PATRICK T. LOPES", prepared by H&B Surveying and Mapping, LLC of Richmond, Virginia, (the **"Plat 1"**) which Plat 1 is attached hereto, and

B. Plat Number 40-19-075 entitled "PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT, prepared by Virginia Electric and Power Company doing business as Dominion Energy Virginia (the "**Plat 2**") which Plat 2 is attached hereto;

WHEREAS, the foregoing easements are more particularly described on Plan Sheet 6, dated January 10, 2020, and prepared by Rummel, Klepper, & Kahl, LLP located in Fairfax, Virginia (the "Plan Sheets"), which Plan Sheets are on file with the Town; and

WHEREAS, the Town Council of the Town, by ordinance enacted on January 28, 2020 (Ordinance No. 20-O-10), has authorized the acquisition by condemnation of the foregoing fee simple interests and easements for the purposes set forth herein, and pursuant to Section 7.8 of the Charter of the Town of Herndon, further authorized the use of "quick take" condemnation procedures and the filing of this certificate of take, a copy of which is attached hereto.

NOW, THEREFORE, the Town hereby issues this Certificate of Take in accordance with Section 7.8 of the Charter of the Town of Herndon, Virginia, and Sections 15.2-1901 - 1904 and 25.1-300, *et al.* of the Code of Virginia (1950), in the amount of Two Thousand Five Hundred Forty Dollars and No/100 ($2,540.00), which sum is estimated by the Town of Herndon to be the fair value of the acquisition. The foregoing amount, or so much thereof as may be directed by the Court, shall be paid by the Town of Herndon pursuant to order of the Circuit Court of Fairfax County, Virginia.

(Signatures are on the following page.)

WITNESS the following signatures and seals:

ATTEST:

Town Clerk

TOWN OF HERNDON, VIRGINIA

By _____
Lisa C. Merkel, Mayor

TOWN OF HERNDON, VIRGINIA 1879

COMMONWEALTH OF VIRGINIA
COUNTY OF Loudoun, 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 instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

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

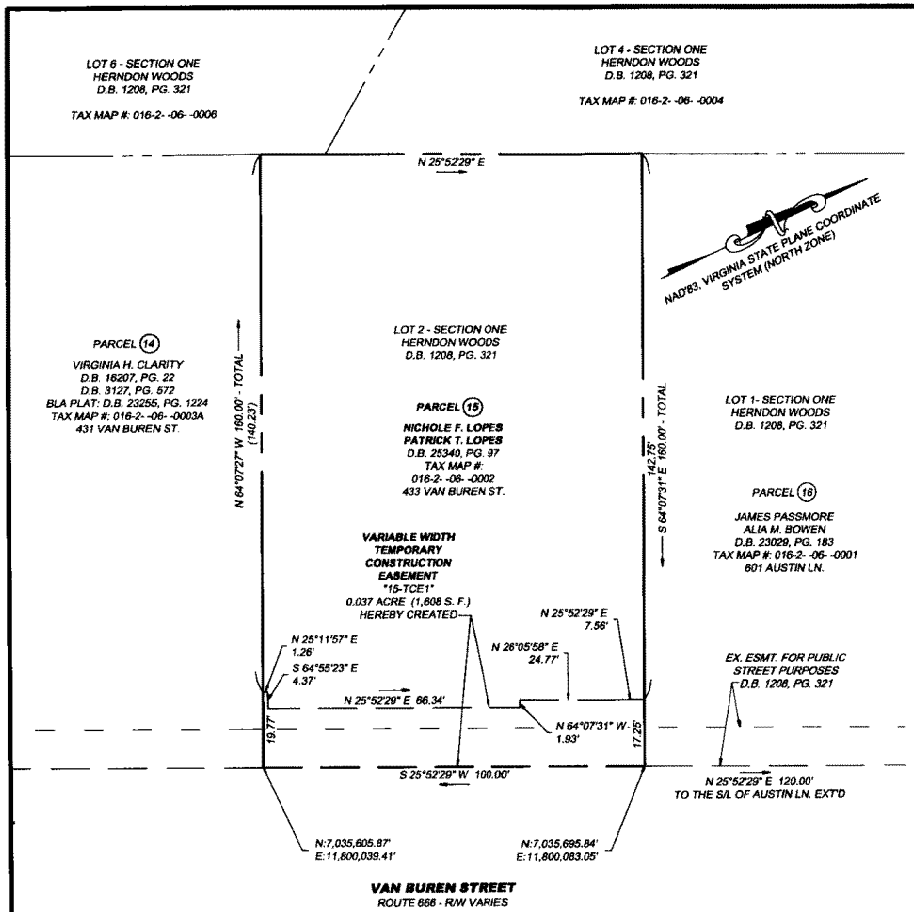
Notary Public

My Commission Expires: 8-31-2020
My Notary Registration Number: 295189

MARGARITA C. TACCI NOTARY PUBLIC REG # 295189 MY COMMISSION EXPIRES 8/31/2020 COMMONWEALTH OF VIRGINIA

APPROVED AS TO FORM:

Lesa J. Yeatts, Town Attorney



AREA TABULATION: PARCEL (15)

TEMPORARY CONSTRUCTION EASEMENT "15-TCE1"	0.037 ACRE	(1,606 S.F.)
TOTAL AREA IN TEMPORARY EASEMENT	0.037 ACRE	(1,606 S.F.)

TOWN OF HERNDON, VIRGINIA 1879

APPROVED BY
TOWN OF HERNDON, VIRGINIA

MAYOR DATE 2-18-20

ATTEST DATE 2-18-20

Sheet Status: FINAL
Submittal Date: 07-25-2019

Graphic Scale
0' 20' 40' 60'
Scale: 1"=20'

OWNER'S CERTIFICATE: (WITH RESPECT TO PARCEL 15 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): _____ DATE

(PRINTED NAME AND TITLE)

BY (SIGNATURE): _____ DATE

(PRINTED NAME AND TITLE)

NOTARY:

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

THIS PLAT WAS ACKNOWLEDGED BEFORE ME, A NOTARY PUBLIC FOR THE ABOVE JURISDICTION,

WITNESSED THE ABOVE SIGNATURE THIS _____ DAY OF _____, 2019.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE:

I, ALISON W. HANSON, LS, A 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 #:

15. NICOLE F. LOPES & PATRICK T. LOPES, AS RECORDED IN D.B. 25340, PG. 97

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

Alison W. Hanson 07-25-2019
ALISON W. HANSON, LS (VIRGINIA LS #: 2617) DATE

NOTES:

1. EASEMENTS AND/OR RIGHTS-OF-WAY HEREBY DEDICATED BY THIS PLAT ARE IN CONJUNCTION WITH ENGINEERING PROJECT ENTITLED " TOWN OF HERNDON, VAN BUREN STREET IMPROVEMENTS, CONTRACT #: D-17-03, PHASE I, VDOT PROJECT NO.: (NFO) EN15-235-112, P101, R201, C501, (UPC 107658), FHWA-534 DATA 25208, FEDERAL NO.: TAP-5A01 (029) & PHASE II", PREPARED BY RUMMEL, KLEPPER, & KAHL, LLP (RK&K), DATED APRIL 11, 2019. PARCEL IDENTIFIER NUMBERS SHOWN IN THIS PLAN SET ARE DUPLICATED ON THIS PLAT FOR THE SUBJECT PROPERTIES AND ARE DESIGNATED BY AN ENCIRCLED NUMBER, I.E. (15).
2. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECORDED DEEDS AND HIGHWAY PLAN INFORMATION AND DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY BY THIS FIRM.
3. 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.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.

PLAT SHOWING
A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON
THE PROPERTY OF
NICOLE F. LOPES & PATRICK T. LOPES
(D.B. 25340, PG. 97) (PARCEL 15)

TOWN OF HERNDON, FAIRFAX COUNTY, VIRGINIA
SCALE 1"= 20'

Job #: RK1807.01
Date: 07-17-2019
Sheet: 1 of 1
Drawn By: WFW
Checked By: AWH

PLAT #7

Rev. #	Rev. Date

Professional Seal

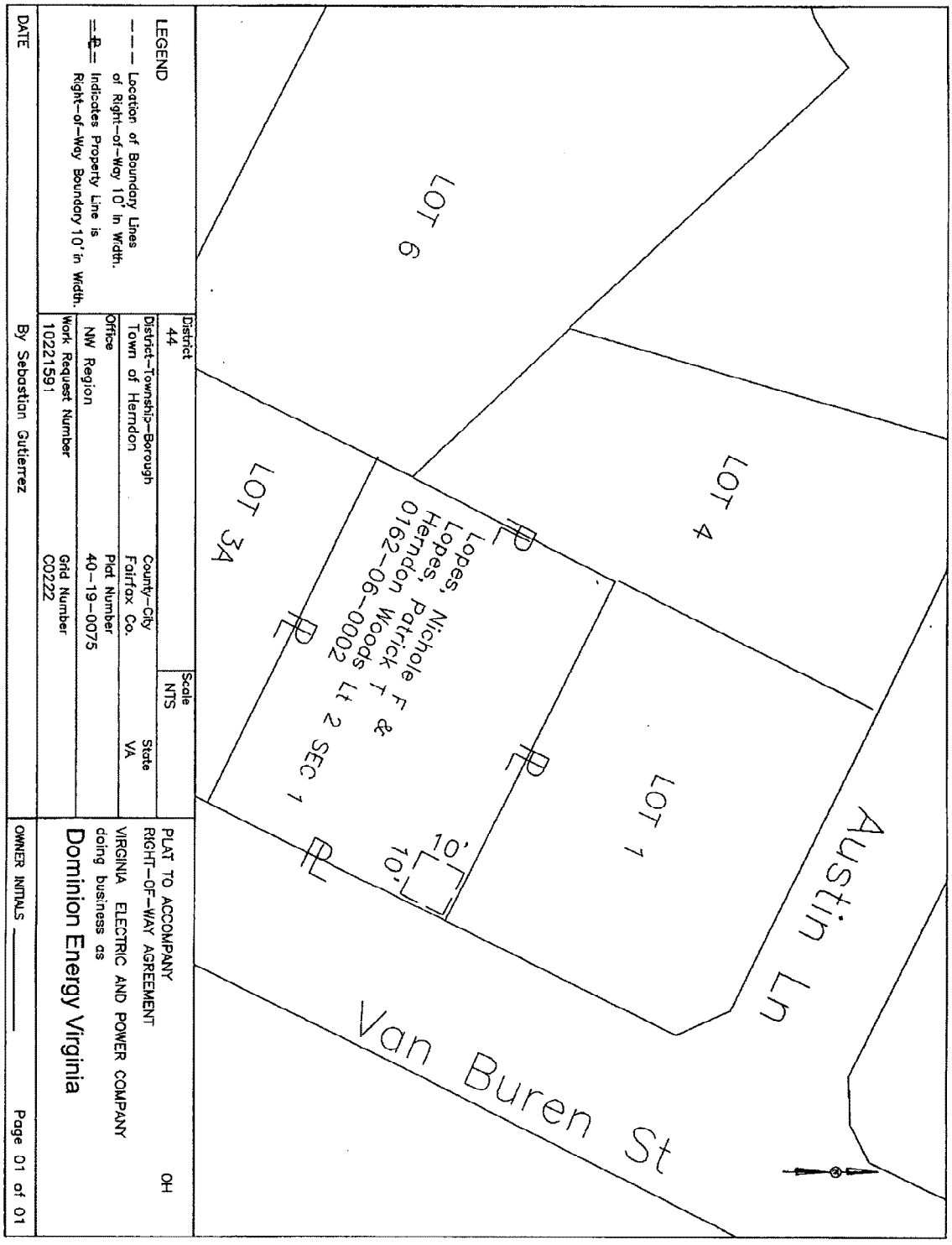
COMMONWEALTH OF VIRGINIA
Alison W. Hanson
Lic. No. 002617
LAND SURVEYOR
Sealed: 07-25-2019

H&B Surveying and Mapping, LLC
insightful solutions, quality service
A DBE/WBE SWaM Certified Business
2105 Electric Road SW, Suite 103
Roanoke, VA 23224
540.904.2568 Office
614 Moorefield Park Drive
Richmond, VA 23236
804.330.3761 Office 804.639.3330 Fax
Survey Produced at Richmond Office Location
www.hbsurveying.com

PLAT 1

BK 26092 0381

Attachement
20-O-10


LOT 9
LOT 4
LOT 3A
LOT 1
Austin Ln
Van Buren St
Lopes, Nichole
Lopes, Patrick T &
0162-06-0002
Herndon Woods Lt 2 Sec 1
10'
10'
LEGEND
Location of Boundary Lines of Right-of-Way 10' in Width.
Indicates Property Line is Right-of-Way Boundary 10' in Width.
District 44
Scale NTS
District-Township-Borough
Town of Herndon
County-City
Fairfax Co.
State
VA
Office
NW Region
Plat Number
40-19-0075
Work Request Number
1022159
Grid Number
C0222
PLAT TO ACCOMPANY
RIGHT-OF-WAY AGREEMENT
OH
VIRGINIA ELECTRIC AND POWER COMPANY
doing business as
Dominion Energy Virginia
DATE
By Sebastian Gutierrez
OWNER INITIALS
Page 01 of 01

PLAT 2

TOWN OF HERNDON, VIRGINIA

ORDINANCE

JANUARY 28, 2020

Ordinance– Authorizing the use of eminent domain for the acquisition of temporary and power utility easements on property owned by Nichole F. Lopes and Patrick T. Lopes, Tax Map #: 0162-06-0002 for public use by condemnation for transportation facility improvements to Van Buren Street from Spring Street to Herndon Parkway, Herndon, Virginia.

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

1. The Town of Herndon made a bona fide but ineffectual effort to acquire a 1,608 square foot temporary construction and grading easement and 100 square feet permanent utility easement for assignment to Virginia Electric and Power Company ("Dominion Energy") from Nichole F. Lopes and Patrick T. Lopes for $2,540.00 in connection with the Van Buren Streets Improvement Project. The landowner cannot convey valid title and negotiations are at an impasse. Therefore, the Town Attorney and outside counsel on behalf of the Town are authorized and directed to file a Certificate of Take and prosecute to completion a condemnation action against the land owned by Nichole F. Lopes and Patrick T. Lopes as well as Nichole F. Lopes and Patrick T. Lopes for the Town's condemnation of these interests in property over real estate located at 433 Van Buren Street, Town of Herndon, Fairfax County, Virginia, designated as Tax Map #: 016-2-06-0002, and shown as Parcel 15 on Plat #7 of Job # RK1807.01, dated July 17, 2019, prepared by H&B Surveying and Mapping, LLC of Richmond, Virginia, and as shown on Plat Number 40-19-0075 prepared by Dominion Energy Virginia, which said plats are attached hereto and incorporated herein.

2. The Town Council approves the following proposed public use for this acquisition: the construction, maintenance, or improvement of the public roadway, bike lanes, sidewalks, utility relocation, curb and gutter, and storm drainage, for the public safety and welfare of the Town.

3. The Town Council directs the Town Manager, Town Attorney, and their outside counsel to acquire the above described interests in property for public use by condemnation, purchase, or other means. The Town staff is hereby authorized to pay the compensation set

forth in paragraph 1 above into the Fairfax County Circuit Court contemporaneously with filing a Certificate of Take.

4. The property interests shall be used for the Van Buren Street Improvement Project. The property interests are necessary for the construction, maintenance, or improvement of, and access to, the public roadway, bike lanes, sidewalks, utility relocation, curb and gutter, and storm drainage.

5. This ordinance shall be effective on and after the date of its adoption.

This is certified to be a true and accurate copy of Ordinance 20-O-10 adopted at a legally convened meeting of the Town Council of the Town of Herndon on January 28, 2020.

Jessica Sizemore

Jessica Sizemore, Legislative Assistant

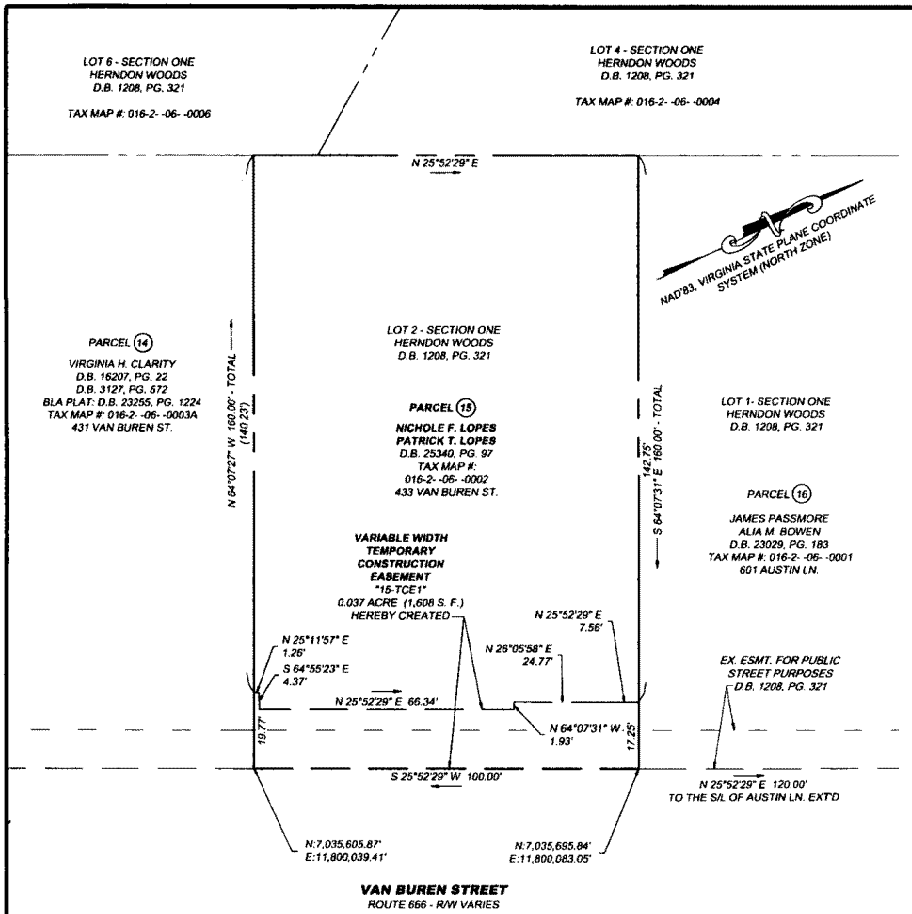
TOWN OF HERNDON VIRGINIA 1879

Attached for reference are Parcel 15 on Plat #7 of Job # RK1807.01, dated July 17, 2019, prepared by H&B Surveying and Mapping, LLC of Richmond, Virginia, and as shown on Plat Number 40-19-0075 prepared by Dominion Energy Virginia.

Plat Attached

02/20/2020
RECORDED FAIRFAX CO VA
TESTE:
CLERK

BK 26092 0385



AREA TABULATION: PARCEL (15)

TEMPORARY CONSTRUCTION EASEMENT "15-TCE1":	0.037 ACRE	(1,608 S.F.)
TOTAL AREA IN TEMPORARY EASEMENT:	0.037 ACRE	(1,608 S.F.)

APPROVED BY
TOWN OF HERNDON, VIRGINIA

MAYOR DATE

ATTEST DATE

Sheet Status:
FINAL
Submittal Date:
07-25-2019

Graphic Scale
0' 20' 40' 60'
Scale: 1"=20'

OWNER'S CERTIFICATE: (WITH RESPECT TO PARCEL 15 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): DATE

(PRINTED NAME AND TITLE)

BY (SIGNATURE): DATE

(PRINTED NAME AND TITLE)

NOTARY:

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

THIS PLAT WAS ACKNOWLEDGED BEFORE ME, A NOTARY PUBLIC FOR THE ABOVE JURISDICTION.

WITNESSED THE ABOVE SIGNATURE THIS _____ DAY OF _____, 2019.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE:

I, ALISON W. HANSON, LS, A 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 #:

15. NICOLE F. LOPES & PATRICK T. LOPES, AS RECORDED IN D.B. 25340, PG. 97

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

ALISON W. HANSON, LS (VIRGINIA LS #: 2617) 07-25-2019 DATE

NOTES:

1. EASEMENTS AND/OR RIGHTS-OF-WAY HEREBY DEDICATED BY THIS PLAT ARE IN CONJUNCTION WITH ENGINEERING PROJECT ENTITLED " TOWN OF HERNDON, VAN BUREN STREET IMPROVEMENTS, CONTRACT #: D-17-03, PHASE I, VDOT PROJECT NO.: (NFO) EN15-235-112, P101, R201, C501, (UPC 107658), FHWA-534 DATA 25208, FEDERAL NO.: TAP-5A01 (029) & PHASE II", PREPARED BY RUMMEL, KLEPPER, & KAHL, LLP (RK&K), DATED APRIL 11, 2019. PARCEL IDENTIFIER NUMBERS SHOWN IN THIS PLAN SET ARE DUPLICATED ON THIS PLAT FOR THE SUBJECT PROPERTIES AND ARE DESIGNATED BY AN ENCIRCLED NUMBER, I.E. (15).
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PLAT SHOWING
A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON
THE PROPERTY OF
NICOLE F. LOPES & PATRICK T. LOPES
(D.B. 25340, PG. 97) (PARCEL 15)

TOWN OF HERNDON, FAIRFAX COUNTY, VIRGINIA
SCALE 1"= 20'

Job #: RK1807.01
Date: 07-17-2019
Sheet: 1 of 1
Drawn By: WFW
Checked By: AWH

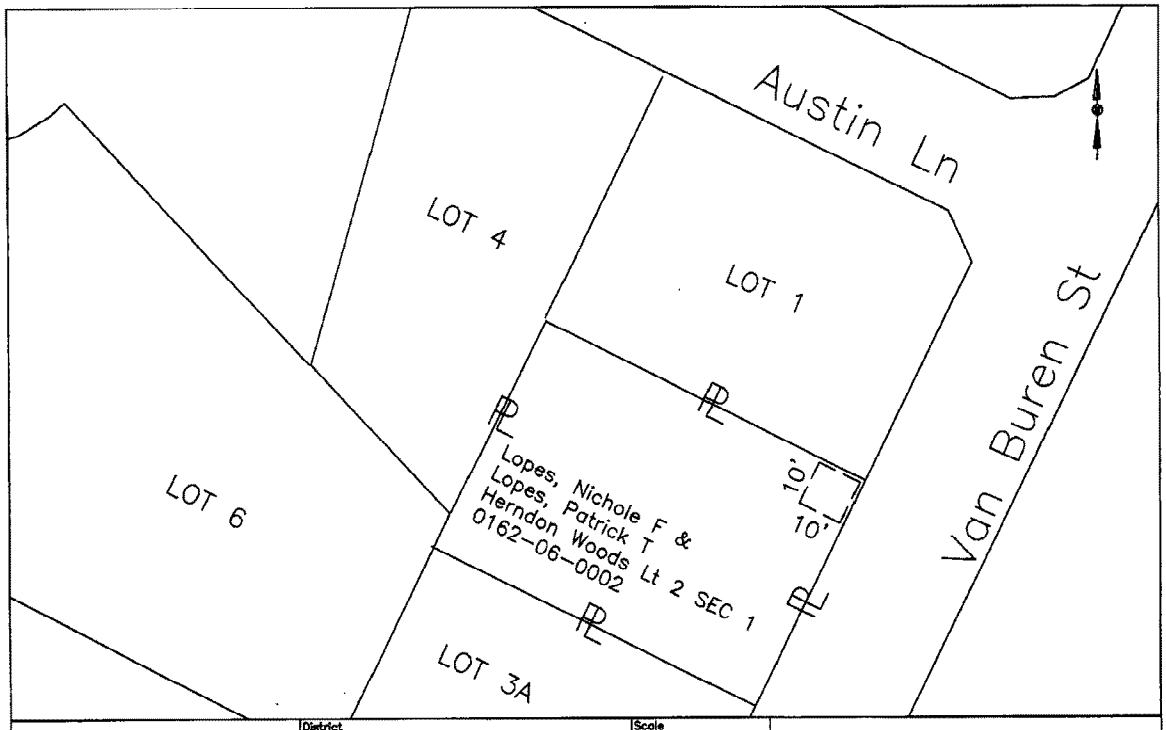
PLAT #7

Rev. #	Rev. Date

Professional Seal

COMMONWEALTH OF VIRGINIA
Alison W. Hanson
Lic. No. 002617
LAND SURVEYOR
Sealed: 07-25-2019

H&B Surveying and Mapping, LLC
insightful solutions, quality service
A DBE/WBE SWaM Certified Business
2105 Electric Road SW, Suite 103
Roanoke, VA 23224
540.904.2369 Office
Survey Processed at Richmond Office Location
614 Moorefield Park Drive
Richmond, VA 23236
804.330.3761 Office 804.659.5330 Fax
www.hbsurveying.com



LEGEND — — — Location of Boundary Lines of Right-of-Way 10' in Width. —R— Indicates Property Line is Right-of-Way Boundary 10' in Width.	District 44	Scale NTS	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT OH VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia
	District-Township-Borough Town of Herndon	County-City Fairfax Co.	State VA
	Office NW Region	Plat Number 40-19-0075	
	Work Request Number 10221591	Grid Number C0222	
DATE	By Sebastian Gutierrez		OWNER INITIALS _____ Page 01 of 01

Attachement 2
20-0-10

STAFF REPORT

Town Council
August 4, 2020

Title:

Ordinance - to approve the conveyance of a power utility easement by Quitclaim Deed 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 Van Buren Street Improvement Project on property owned by Valerie J. Winstead, Trustee at 405 Van Buren Street, Herndon, Virginia, Fairfax County Tax Map #: 0162-02-0146**.**

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 completed public use project will provide widening of the roadway to accommodate a pedestrian bike lane in each direction, new sidewalks, curb and gutter, and improved storm drainage. The project provides for signalized pedestrian and bike crosswalks at Alabama Drive, as well as improved street lighting throughout.

Certain power utility easements were acquired from property owners to allow for the relocation of and placement of new electrical facilities by Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia ("Dominion").

The Town acquired a 101 square foot temporary construction and grading easement and a 129 square foot permanent non-exclusive power utility easement for future conveyance to Dominion, by Certificate of Take recorded March 31, 2020, in Deed Book 26153, at page 0474, in the Fairfax County Land Records, on property located at 405 Van Buren Street designated as Tax Map#:0162-02-0146, owned by Valerie J. Winstead, Trustee.

The Town must now convey by quitclaim, all of the Town's interest in the permanent non-exclusive power utility easement to Dominion to allow for the relocation of and placement of new 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 Quitclaim Deed between the Town and Dominion and a draft ordinance approving the Quitclaim Deed are attached for Town Council's consideration.

Fiscal Impact:

None.

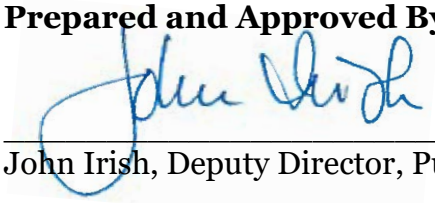
Recommendation:

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

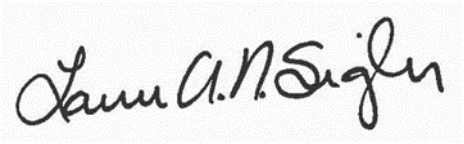
Attachments:

1. Draft Ordinance
2. Quitclaim Deed with recorded Certificate of Take attached

Prepared and Approved By:



John Irish, Deputy Director, Public Works



Lauri A.N. Sigler, Deputy Town Attorney

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

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

Tax Map No. 0162-02-0146

THIS QUITCLAIM DEED (the **"Deed"**) is made this ___ day of _____, 2020, by and between the **TOWN OF HERNDON, VIRGINIA**, a municipal corporation (hereinafter referred to as **"Town"**) and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, (hereinafter referred to as "**Grantee**").

W I T N E S S E T H :

WHEREAS, the Town is constructing public transportation improvements identified as the Van Buren Street Improvement Project (hereinafter referred to as the "Project"). The Project is further identified by the Town of Herndon Project Code Number (UPC) 107658; State Project Number EN15-235-112, P101, M501; and Federal Project Number TAP 5A01(730); and

WHEREAS, in accordance with Section 7.8 of the Charter of the Town of Herndon, Virginia, and Sections 15.2-1901 - 1904 and 25.1-300, *et al.* of the Code of Virginia (1950), as amended, the Town recorded a Certificate of Take with the Clerk of the Circuit Court of the County of Fairfax in Deed Book 26153, Page 0474 (the "Certificate"), to take from Valerie J. Winstead, Trustee, the owner of certain real property located in the Town of Herndon, Virginia, at 405 Van Buren Street, Herndon, Virginia, and more particularly described as Tax Map No. 0162-02-0146 (the "Property"), certain interests in the Property required for construction of the aforementioned Project, a copy of the Certificate is attached hereto as Exhibit A; and

WHEREAS, one such interest taken for future conveyance to the Grantee is a permanent non-exclusive power utility easement containing 129 square feet, for the installation of facilities of Grantee, more particularly described in the Certificate and shown on Plat Number 40-19-0182

Exempted from recordation taxes and fees under Sections 58.1-811(C)(4) of the Code of Virginia 1950, as amended.

entitled “PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT”, prepared by Grantee, attached to the Certificate and identified as “Exhibit 2”; and

WHEREAS, the Town desires to convey by quitclaim deed to Grantee, all of the Town’s interest in the permanent non-exclusive power utility easement.

NOW THEREFORE, that in consideration of the premises, the Town in accordance with the provisions of Sections 15.2-1902 and 33.2-1014 of the Code of Virginia (1950), as amended, does hereby release, remise and quitclaim unto Grantee, its successors or assigns, a permanent non-exclusive power utility easement over, under, through, upon, above and across the Property containing 129 square feet, as more particularly described in the Certificate and shown on Exhibit 2 and the Certificate attached hereto as Exhibit A.

It is understood and agreed by and between the parties hereto, that this conveyance is subject to any right, privilege, easement, condition or restriction encumbering the herein described easement, whether located above, upon, or under the surface, either presently in use or of record.

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]

ATTEST: TOWN OF HERNDON, VIRGINIA

_____
Town Clerk By_____
Lisa C. Merkel, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, 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 _____ day of _____,_____.

_____
Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

APPROVED AS TO FORM:

_____
Lesa J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

August 11, 2020

Ordinance - to approve the conveyance of a power utility easement by Quitclaim Deed 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 Van Buren Street Improvement Project on property owned by Valerie J. Winstead, Trustee at 405 Van Buren Street, Herndon, Virginia, Fairfax County Tax Map #: 0162-02-0146.

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

1. The Town Council approves the conveyance of a permanent non-exclusive power utility easement by Quitclaim Deed from the Town to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia ("Dominion"), acquired by the Town of Herndon from Valerie J. Winstead, Trustee, by that certain Certificate of Take recorded on March 31, 2020 in Deed Book 26153, Page 0474, in the Fairfax County land records ("Certificate of Take"). The power utility easement allows for the relocation of and placement of new electrical facilities which are necessary as part of the transportation facility improvements for the Van Buren Street Improvement Project.

2. This power utility easement contains approximately 129 square feet and is located on property owned by Valerie J. Winstead, Trustee known as Tax Map#: 0162-02-0146, as is more particularly shown on Plat 40-19-0182 prepared by Dominion and attached to the recorded Certificate of Take as "Exhibit 2".

3. The Mayor is authorized to sign and deliver a Quitclaim Deed and associated instruments necessary to evidence, effect, or correct this conveyance. This deed 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

Fairfax Circuit Court Coversheet Generator

Cover Sheet Page 1 of 1

Consideration	$0.00		**Consideration/Actual Value %**	100	
Actual/Assessed	**Tax Exemption**		NC	**Amount Not Taxed**	
Code Section	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)				
DEM Number					
Original Book			**Original Page**		
Title Company	NONE			**Title Case**	
Property Descr.				**Multiple Lots?**	NO
Return To Party Name:	TOWN OF HERNDON, TOWN ATTORNEY		**Address:**	777 LYNN STREET, HERNDON, VA 20170	
No. of Certified Copies	0	**No. of Non-certified Copies**	0	**Page Range**	

Document Type(s)

CERTIFICATE

Grantor(s)

VALERIE J WINSTEAD, TRUSTEE_I_T

Grantee(s)

TOWN OF HERNDON, VIRGINIA_I_N

Tax Map Number

016-2- -02- -0146-

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)

2020 05146

Prepared by/Return to: Town of Herndon: 777 Lynn Street,
Herndon, VA 20172
Attn: Lesa Yeatts, Town Attorney
Tax Map No: 0162-02-0146

CERTIFICATE OF TAKE

WHEREAS, VALERIE J. WINSTEAD, TRUSTEE, as the Sole Successor Trustee of the Christobel B. Keathley Revocable Inter Vivos Trust under a certain Declaration of Trust and Agreement of Trust dated 22 September 1992, is the owner of certain real property located in the Town of Herndon, Virginia, at 405 Van Buren Street, Herndon, Virginia, and more particularly described as Tax Map Nos. 0162-02-0146 (the "Property"), having acquired the Property by deed recorded in Deed Book 25450, at Page 2180, among the land records of Fairfax County, Virginia; and

WHEREAS, the TOWN OF HERNDON, VIRGINIA, a Virginia municipal corporation, ("Town") is constructing transportation improvements identified as the Van Buren Street Improvement Project, "the Project." The Project is further identified by the Town of Herndon Project Code Number (UPC) 107658; State Project Number EN15-235-112, P101, M501; and Federal Project Number TAP-5A01 (730) (the "Project"). The Project plan sheets are on file with the Town. The Town has determined that it is necessary to acquire the following easements on the Property in connection with the Project:

A. a temporary construction and grading easement containing 0.002 acre (101 square feet) for the purpose of the necessary grading and construction through, upon and across the Property that shall become null and void at such time as grading and construction is complete and the work is accepted by the Town, as shown on Exhibit 1.

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 reseeding or resodding of lawns, the reseeding 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.

B. non-exclusive power utility easements containing a total of 129 square feet, as shown on Exhibit 2, in accordance with the provision of Sections 15.2-1902 and 33.2-1014, Code of Virginia (1950), as amended, over, under, through, upon, above and across the Property, 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 easements 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; and

WHEREAS, the land, or interest therein, taken lies in the Town of Herndon, and is more particularly bounded and described on:

A. Plat #5 of Job # RK1807.01, dated June 28, 2019 and revised through August 29, 2019, for PARCEL 7 entitled Plat Showing "16' TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF VALERIE J. WINSTEAD, TRUSTEE", prepared by H&B Surveying and Mapping, LLC of Richmond, Virginia, (the **"Exhibit 1"**) which Exhibit 1 is attached hereto, and

B. Plat Number 40-19-0182, "PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT", prepared by Virginia Electric and Power Company doing business as Dominion Energy Virginia (the "**Exhibit 2**") which Exhibit 2 is attached hereto;

WHEREAS, the foregoing easements are more particularly described on Plan Sheet 5, dated January 10, 2020, and prepared by Rummel, Klepper, & Kahl, LLP located in Fairfax, Virginia (the "Plan Sheets"), which Plan Sheets are on file with the Town; and

WHEREAS, the Town Council of the Town, by ordinance enacted on March 24, 2020 (Ordinance No. 20-O-24), has authorized the acquisition by condemnation of the easements for the purposes set forth herein, and pursuant to Section 7.8 of the Charter of the Town of Herndon, further authorized the use of "quick take" condemnation procedures and the filing of this certificate of take, a copy of which is attached hereto.

NOW, THEREFORE, the Town hereby issues this Certificate of Take in accordance with Section 7.8 of the Charter of the Town of Herndon, Virginia, and Sections 15.2-1901 - 1904 and 25.1-300, *et al.* of the Code of Virginia (1950), in the amount of One Hundred Sixty Dollars and No/100 ($160.00), which sum is estimated by the Town of Herndon to be the fair value of the acquisition. The foregoing amount, or so much thereof as may be directed by the Court, shall be paid by the Town of Herndon pursuant to order of the Circuit Court of Fairfax County, Virginia.

(Signatures are on the following page.)

WITNESS the following signatures and seals:

ATTEST: TOWN OF HERNDON, VIRGINIA

Acting Jessica Sizemore
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 instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 24th day of March, 2020.

Jessica Nicole Sizemore
Notary Public

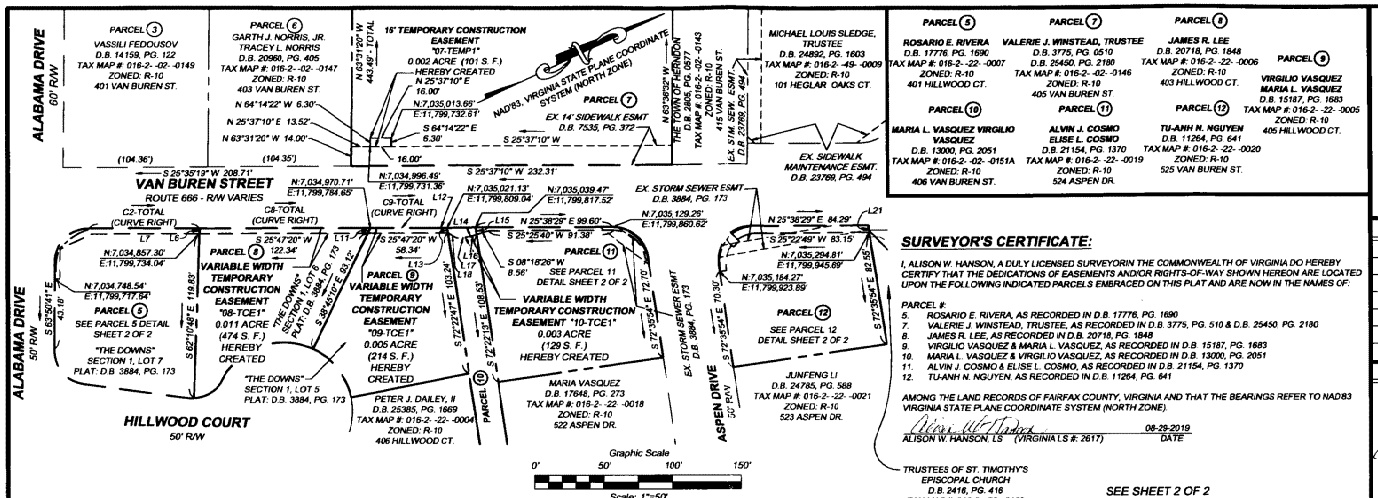
My Commission Expires: 10/31/2024
My Notary Registration Number: #7861622

Jessica Nicole Sizemore
Commonwealth of Virginia
Notary Public
Commission No. 7861622
My Commission Expires 10/31/2024

APPROVED AS TO FORM:

Lesa J. Yeatts, Town Attorney

Plat Attached



Job #: RK1807.01
Date: 06-28-2019
Sheet: 1 of 2
Drawn By: WFW
Checked By: AWH

PLAT #5

Rev. #	Rev. Date
#1	08-29-2019

Professional Seal

COMMONWEALTH OF VIRGINIA
Alison W. Hanson
Lic. No. 002617
LAND SURVEYOR
Sealed: 08-29-2019

SURVEYOR'S CERTIFICATE:

I, ALISON W. HANSON, A DULY LICENSED SURVEYORIN 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 PARCELS EMBRACED ON THIS PLAT AND ARE NOW IN THE NAMES OF:

PARCEL #:
5. ROSARIO E. RIVERA, AS RECORDED IN D.B. 17776, PG. 1690
7. VALERIE J. WINSTEAD, TRUSTEE, AS RECORDED IN D.B. 3775, PG. 510 & D.B. 25450 PG. 2180
8. JAMES R. LEE, AS RECORDED IN D.B. 20718, PG. 1848
9. VIRGILIO VASQUEZ & MARIA L. VASQUEZ, AS RECORDED IN D.B. 15187, PG. 1683
10. MARIA L. VASQUEZ & VIRGILIO VASQUEZ, AS RECORDED IN D.B. 13000, PG. 2051
11. ALVIN J. COSMO & ELISE L. COSMO, AS RECORDED IN D.B. 21154, PG. 1370
12. TU-ANH N. NGUYEN, AS RECORDED IN D.B. 11264, PG. 641

AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA AND THAT THE BEARINGS REFER TO NAD83 VIRGINIA STATE PLANE COORDINATE SYSTEM (NORTH ZONE).

ALISON W. HANSON, LS (VIRGINIA LS #: 2617) — 08-29-2019 DATE

SEE SHEET 2 OF 2 FOR DETAILS, LINE TABLE & CURVE TABLE

AREA TABULATION: PARCEL (5)

RIGHT-OF-WAY DEDICATION "05-RW1":	0.002 ACRE	(86 S.F.)
TOTAL AREA IN RIGHT-OF-WAY DEDICATION	0.002 ACRE	(86 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "08-TCE1":	0.011 ACRE	(467 S.F.)
TOTAL AREA IN TEMPORARY EASEMENT:	0.011 ACRE	(467 S.F.)

AREA TABULATION: PARCEL (7)

TEMPORARY CONSTRUCTION ESMT. "07-TEMP1":	0.002 ACRE	(101 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.002 ACRE	(101 S.F.)

AREA TABULATION: PARCEL (8)

TEMPORARY CONSTRUCTION EASEMENT "08-TCE1":	0.011 ACRE	(474 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.011 ACRE	(474 S.F.)

AREA TABULATION: PARCEL (9)

TEMPORARY CONSTRUCTION EASEMENT "09-TCE1":	0.005ACRE	(214 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.005 ACRE	(214 S.F.)

AREA TABULATION: PARCEL (10)

TEMPORARY CONSTRUCTION EASEMENT "10-TCE1":	0.003 ACRE	(129 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.003 ACRE	(129 S.F.)

AREA TABULATION: PARCEL (11)

RIGHT-OF-WAY DEDICATION "11-RW1":	0.0003 ACRE	(14 S.F.)
TOTAL AREA IN RIGHT-OF-WAY DEDICATION	0.0003 ACRE	(14 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "11-TCE1":	0.007 ACRE	(322 S.F.)
TOTAL AREA IN TEMPORARY EASEMENT:	0.007 ACRE	(322 S.F.)

AREA TABULATION: PARCEL (12)

RIGHT-OF-WAY DEDICATION "12-RW1":	0.001 ACRE	(43 S.F.)
TOTAL AREA IN RIGHT-OF-WAY DEDICATION	0.001 ACRE	(43 S.F.)
PERMANENT LIGHT EASEMENT "12-PERM1":	0.001 ACRE	(45 S.F.)
TOTAL AREA IN PERMANENT EASEMENT:	0.001 ACRE	(45 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "12-TCE1":	[illegible] ACRE	(117 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "12-TCE2":	0.012 ACRE	(518 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.013 ACRE	(635 S.F.)

NOTES:

1. EASEMENTS AND/OR RIGHTS-OF-WAY HEREBY DEDICATED BY THIS PLAT ARE IN CONJUNCTION WITH ENGINEERING PROJECT ENTITLED " TOWN OF HERNDON, VAN BUREN STREET IMPROVEMENTS. CONTRACT #: D-17-03, PHASE I, VDOT PROJECT NO.: (NFO) EN15-235-112, P101, R201, C501, (UPC 107858), F:-WA-534 DATA 25208, FEDERAL NO.: TAP-5A01 (029) & PHASE II", PREPARED BY R.JUMMEL, KLEPPER, & KAHL, LLP (RK&K), DATED APRIL 11, 2019. PARCEL IDENTIFIER NUMBERS SHOWN IN THIS PLAN SET ARE DUPLICATED ON THIS PLAT FOR THE SUBJECT PROPERTIES AND ARE DESIGNATED BY AN ENCIRCLED NUMBER, I.E. (2)
2. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECORDED DEEDS AND HIGHWAY PLAN INFORMATION AND DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY BY THIS FIRM.
3. 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.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.
5. NEW RIGHT-OF-WAY MONUMENTATION WILL BE SET BY THIS FIRM WITHIN 90 DAYS OF WRITTEN NOTIFICATION OF CONSTRUCTION ACTIVITY COMPLETION.

OWNER'S CERTIFICATE: (WITH RESPECT TO PARCEL 7 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.

Valerie J. Winstead 1-11-2020
BY (SIGNATURE) DATE

VALERIE J. WINSTEAD
(PRINTED NAME AND TITLE)

BY (SIGNATURE) DATE

(PRINTED NAME AND TITLE)

NOTARY:

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

THIS PLAT WAS ACKNOWLEDGED BEFORE ME, A NOTARY PUBLIC FOR THE ABOVE JURISDICTION,
WITNESSED THE ABOVE SIGNATURE THIS 11 DAY OF JANUARY 2020
NOTARY PUBLIC Cynthia Pynn Burger NOTARY PUBLIC
MY COMMISSION EXPIRES: 5.31.21 Commonwealth of Virginia
Reg. #119499
My Commission Expires 5/31/2021

REVISION #1: CORRECT ESMT DESIGNATION ON PARCELS 7 & 12

APPROVED BY TOWN OF HERNDON, VIRGINIA
MAYOR DATE
ATTEST DATE

Sheet 1 of 2
FINAL
Submittal Date: 08-29-2019

PLAT SHOWING
A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
ROSARIO E. RIVERA
(D.B. 17776, PG. 1690) (PARCEL 5)

A 16' TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
VALERIE J. WINSTEAD, TRUSTEE
(D.B. 3775, PG. 0510 & D.B. 25450, PG. 2180) (PARCEL 7)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
JAMES R. LEE
(D.B. 20718, PG. 1848) (PARCEL 8)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
VIRGILIO VASQUEZ & MARIA L. VASQUEZ
(D.B. 15187, PG. 1683) (PARCEL 9)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
MARIA L. VASQUEZ & VIRGILIO VASQUEZ
(D.B. 13000, PG. 2051) (PARCEL 10)

A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
ALVIN J. COSMO & ELISE L. COSMO
(D.B. 21154, PG. 1370) (PARCEL 11)

A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION, A 6' PERMANENT LIGHT EASEMENT & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
TU-ANH N. NGUYEN
(D.B. 11264, PG. 641) (PARCEL 12)

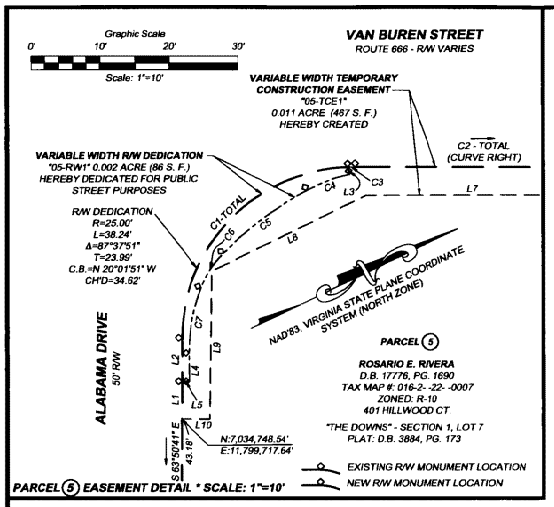
TOWN OF HERNDON, FAIRFAX COUNTY, VIRGINIA
SCALE 1"= 50'

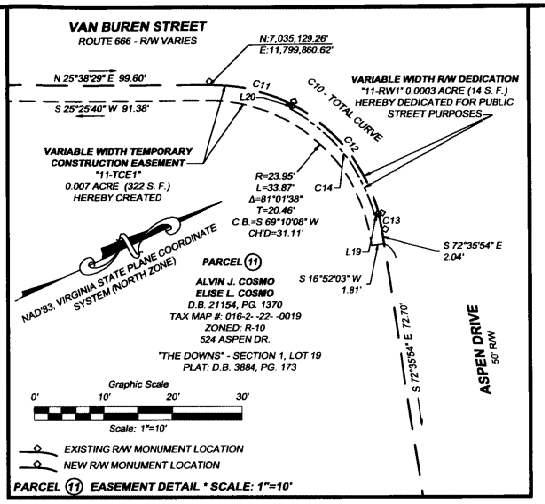
H&B Surveying and Mapping, LLC
insightful solutions, quality service
A DBE/WBE SWaM Certified Business
2105 Electric Road SW, Suite 103
Roanoke, VA 24014
540.904.2869 Office
Survey Produced at Richmond Office Location
614 Moorefield Park Drive
Richmond, VA 23236
804.330.3791 Office 804.909.3300 Fax
www.hbsurveying.com

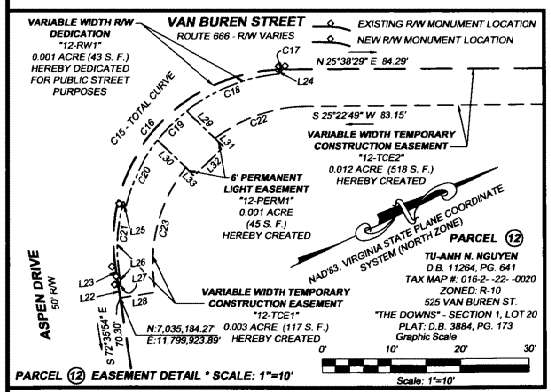
Exhibit 1

BK 26153 0484

BK 26153 0485







LINE	BEARING	DISTANCE
L1	N 63°50'41" W	5.50'
L2	N 63°50'41" W	6.36'
L3	S 73°55'48" E	1.09'
L4	S 64°21'10" E	4.14'
L5	S 26°16'03" W	1.10'
L6	S 62°10'48" E	3.88'
L7	S 25°47'20" W	78.30'
L8	S 00°24'37" E	24.91'
L9	S 63°21'36" E	21.59'
L10	S 26°16'03" W	4.09'
L11	S 36°45'10" E	4.18'
L12	N 25°38'29" E	9.72'
L13	S 72°22'47" E	3.79'
L14	N 24°49'37" E	20.20'
L15	S 72°22'13" E	5.23'
L16	S 08°18'26" W	5.39'
L17	S 19°41'58" W	9.02'
L18	S 55°57'50" W	7.28'
L19	S 06°42'26" W	0.62'
L20	N 36°08'51" W	0.69'
L21	S 72°35'54" E	5.11'
L22	N 72°35'54" W	1.99'
L23	N 72°35'54" W	2.71'
L24	S 70°49'27" E	0.60'
L25	S 41°29'32" W	0.50'
L26	S 73°20'29" E	1.16'
L27	S 17°24'06" W	0.41'
L28	S 19°41'58" W	5.23'
L29	S 70°32'54" E	5.10'
L30	N 70°32'54" E	5.66'
L31	N 70°32'54" E	1.74'
L32	S 19°27'06" E	6.00'
L33	S 70°32'54" W	1.78'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.24'	89°55'04"	24.96'	N 18°53'15" W	35.33'
C2	33473.64'	80.00'	00°08'13"	40.00'	N 26°00'04" E	80.00'
C3	25.00'	1.00'	2°17'13"	0.50'	N 24°55'41" E	1.00'
C4	24.00'	6.61'	15°46'38"	3.33'	S 05°12'16" W	6.59'
C5	51.33'	15.25'	17°01'07"	7.68'	S 11°11'28" E	15.19'
C6	14.50'	5.96'	23°32'14"	3.02'	S 31°28'08" E	5.91'
C7	25.50'	9.77'	21°56'55"	4.94'	S 69°47'43" E	9.71'
C8	33473.64'	124.00'	00°12'44"	62.00'	N 25°49'36" E	124.00'
C9	33473.64'	46.29'	00°04'45"	23.14'	N 25°57'47" E	46.29'
C10	25.00'	35.67'	81°45'37"	21.84'	N 66°31'18" E	32.72'
C11	25.00'	12.42'	28°28'14"	6.34'	N 39°52'31" E	12.30'
C12	25.00'	20.85'	47°47'00"	11.07'	S 79°00'14" W	20.25'
C13	25.00'	2.40'	5°30'23"	1.20'	S 75°21'05" E	2.40'
C14	25.00'	20.33'	46°36'08"	10.76'	S 77°53'00" W	19.77'
C15	25.00'	42.87'	98°14'23"	28.98'	N 23°23'46" W	37.80'
C16	25.00'	41.89'	96°00'14"	27.77'	N 24°35'46" W	37.16'
C17	25.00'	0.98'	2°14'09"	0.49'	N 24°31'25" E	0.98'
C18	25.50'	14.60'	32°48'45"	7.51'	S 03°42'40" W	14.40'
C19	25.50'	6.01'	13°30'46"	3.02'	N 19°27'06" W	6.00'
C20	25.50'	10.69'	24°00'45"	5.42'	S 36°12'51" E	10.61'
C21	26.00'	10.51'	23°09'14"	5.33'	S 61°45'52" E	10.44'
C22	22.88'	13.13'	32°51'59"	6.75'	S 04°53'19" W	12.95'
C23	22.88'	19.27'	48°15'19"	10.25'	S 50°44'22" E	18.71'

REVISION #1: CORRECT ESMT DESIGNATION ON PARCELS 7 &12.

Sheet Status:
FINAL
Submittal Date:
08-29-2019

APPROVED BY
TOWN OF HERNDON, VIRGINIA

MAYOR DATE

ATTEST DATE

PLAT SHOWING
A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
ROSARIO E. RIVERA
(D.B. 17776, PG. 1590) (PARCEL 5)

A 16' TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
VALERIE J. WINSTEAD, TRUSTEE
(D.B. 3775, PG. 0510 & D.B. 25450, PG. 2180) (PARCEL 7)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
JAMES R. LEE
(D.B. 20718, PG. 1848) (PARCEL 8)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
VIRGILIO VASQUEZ & MARIA L. VASQUEZ
(D.B. 15187, PG. 1683) (PARCEL 9)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
MARIA L. VASQUEZ & VIRGILIO VASQUEZ
(D.B. 13000, PG. 2051) (PARCEL 10)

A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
ALVIN J. COSMO & ELISE L. COSMO
(D.B. 21154, PG. 1370) (PARCEL 11)

A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION, A 6' PERMANENT LIGHT EASEMENT & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
TU-ANH N. NGUYEN
(D.B. 11264, PG. 641) (PARCEL 12)

TOWN OF HERNDON, FAIRFAX COUNTY, VIRGINIA
DETAILS THIS SHEET, SCALE 1"= 10'

Job #: RK1807.01
Date: 06-28-2019
Sheet: 2 of 2
Drawn By: WFW
Checked By: AWH

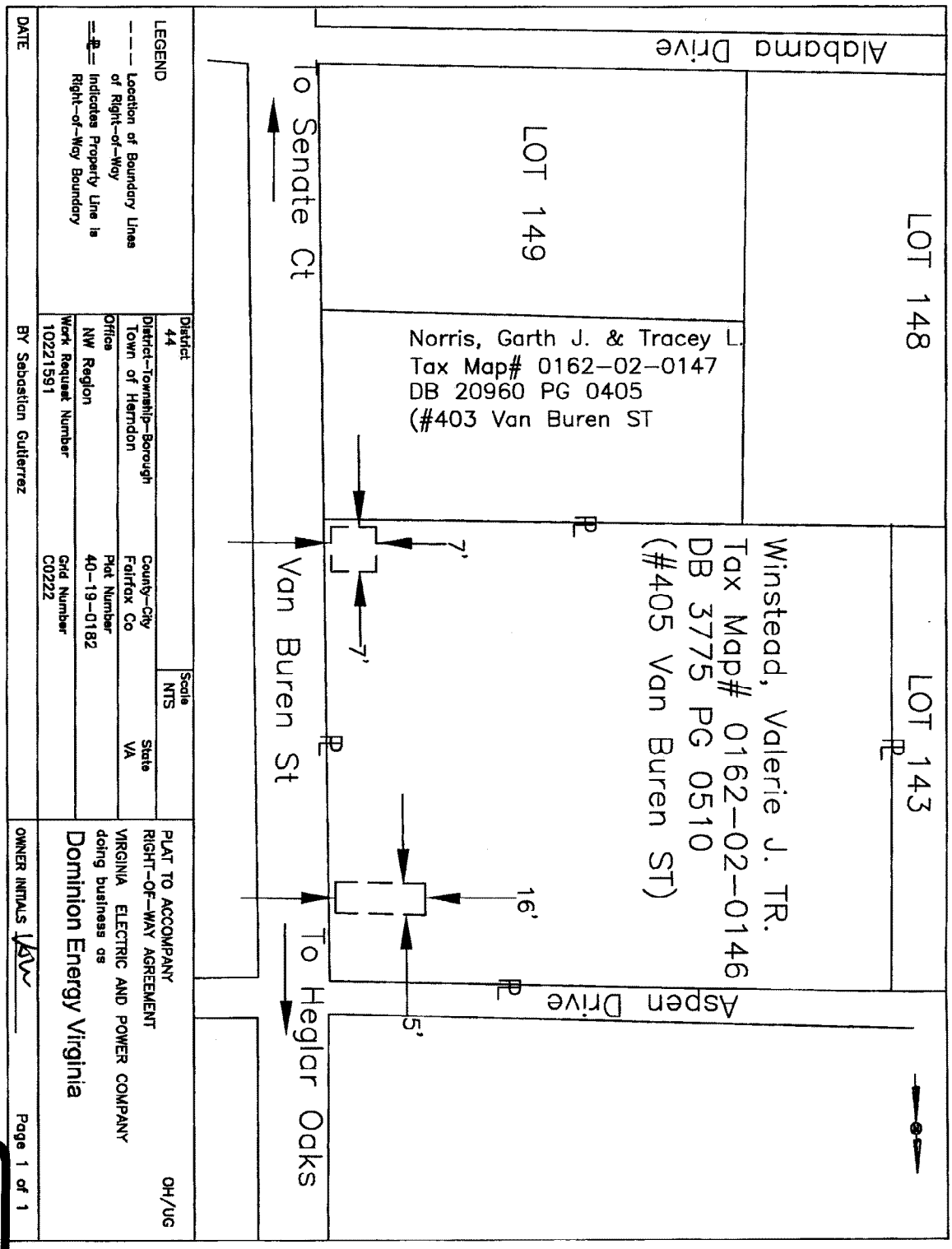
PLAT #5

Rev. #	Rev. Date
#1	08-29-2019

Professional Seal

COMMONWEALTH OF VIRGINIA
Alison W. Hanson
Lic. No. 002617
LAND SURVEYOR
Sealed: 08-29-2019

H&B Surveying and Mapping, LLC
insightful solutions, quality service
A DBE/WBE SWaM Certified Business
2105 Electric Road SW, Suite 103
Roanoke, VA 23224
540.904.2559 Office
Survey Produced at Richmond Office Location
614 Moorefield Park Drive
Richmond, VA 23236
804.330.3781 Office 804.560.6330 Fax
www.hbsurveying.com



exhibitindexes.com #485

Exhibit 2

03/31/2020
RECORDED FAIRFAX CO VA
TESTE:
CLERK

TOWN OF HERNDON, VIRGINIA

ORDINANCE

MARCH 24, 2020

Ordinance- to authorize the use of eminent domain for the acquisition of temporary and power utility easements on property owned by Valerie J. Winstead, as the Sole Successor Trustee of the Christobel B. Keathley Revocable Inter Vivos Trust under a certain Declaration of Trust and Agreement of Trust dated 22 September 1992, Tax Map#: 0162-02-0146 for public use by condemnation for transportation facility improvements to Van Buren Street from Spring Street to Herndon Parkway, Herndon, Virginia.

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

1. The Town of Herndon made a bona fide but ineffectual effort to acquire a 101 square foot temporary construction and grading easement and a 129 square feet permanent utility easement to be assigned to Virginia Electric and Power Company ("Dominion Energy") from Valerie J. Winstead, as the Sole Successor Trustee of the Christobel B. Keathley Revocable Inter Vivos Trust under a certain Declaration of Trust and Agreement of Trust dated 22 September 1992, for $160.00 in connection with the Van Buren Streets Improvement Project. Negotiations are at an impasse and the landowner cannot convey valid title. Therefore, the Town Attorney and outside counsel on behalf of the Town are authorized and directed to file a Certificate of Take and prosecute to completion a condemnation action against the land owned by Valerie J. Winstead, as the Sole Successor Trustee of the Christobel B. Keathley Revocable Inter Vivos Trust under a certain Declaration of Trust and Agreement of Trust dated 22 September 1992, as well as Valerie J. Winstead, Trustee for the Town's condemnation of these interests in property over real estate located at 405 Van Buren Street, Town of Herndon, Fairfax County, Virginia, designated as Tax Map #: 0162-06-0146 and shown as Parcel 7 and Plat #5 of Job # RK1807.01, dated June 28, 2019 and revised through August 29, 2019, prepared by H&B Surveying and Mapping, LLC of Richmond, Virginia, and as shown on Plat Number 40-19-0182, prepared by Dominion Energy Virginia, which said plats are attached hereto and incorporated herein.

2. The Town Council approves the following proposed public use for this acquisition: the construction, maintenance, or improvement of the public roadway, bike lanes, sidewalks, utility relocation, curb and gutter, and storm drainage, for the public safety and welfare of the Town.

3. The Town Council directs the Town Manager, Town Attorney, and their outside counsel to acquire the above described interests in property for public use by condemnation, purchase, or other means. The Town staff is hereby authorized to pay the compensation set forth in paragraph 1 above into the Fairfax County Circuit Court contemporaneously with filing a Certificate of Take.

4. The property interests shall be used for the Van Buren Street Improvement Project. The property interests are necessary for the construction, maintenance, or improvement of, and access to, the public roadway, bike lanes, sidewalks, utility relocation, curb and gutter, and storm drainage.

5. This ordinance shall be effective on and after the date of its adoption.

This is certified to be a true and accurate copy of Ordinance 20-O-24 adopted at a legally convened meeting of the Town Council of the Town of Herndon on March 24, 2020.

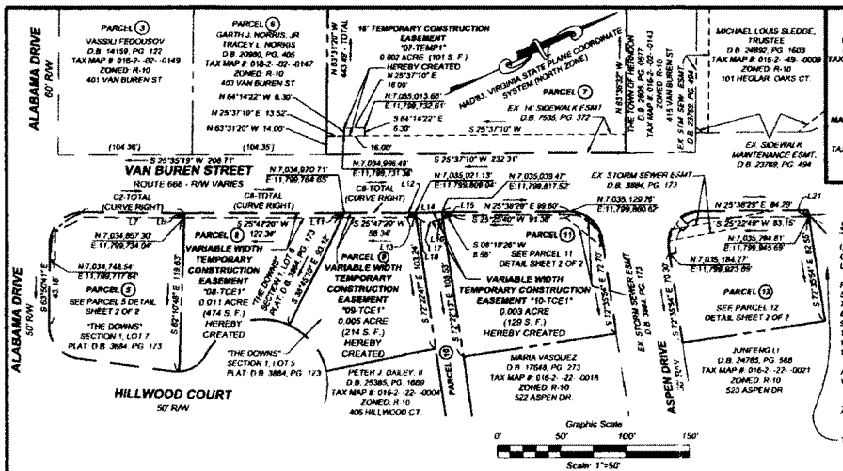
Amanda Kertz

Amanda Kertz, Deputy Town Clerk

TOWN OF HERNDON VIRGINIA 1879

Attached for reference are Tax Map #: 0162-06-0146 shown as Parcel 7 and Plat #5 of Job # RK1807.01, dated June 28, 2019 and revised through August 29, 2019, prepared by H&B Surveying and Mapping, LLC of Richmond, Virginia, and Plat Number 40-19-0182, prepared by Dominion Energy Virginia.

BK 26153 0489



Job #: RK1907.01
Date: 06-28-2019
Sheet: 1 of 2
Drawn By: WFW
Checked By: AWH

PLAT #5

Rev. #	Rev. Date
#1	06-29-2019

Professional Seal

COMMONWEALTH OF VIRGINIA
Alison W. Hanson
Lic. No. 002617
LAND SURVEYOR
Sealed: 06-29-2019

SURVEYOR'S CERTIFICATE:

I, ALISON W. HANSON, A 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 PARCELS EMBRACED ON THIS PLAT AND ARE NOW IN THE NAMES OF

PARCEL #
5 ROSARIO E. RIVERA, AS RECORDED IN D.B. 17776, PG. 1690
7 VALERIE J. WINSTEAD, TRUSTEE, AS RECORDED IN D.B. 3775, PG. 510 & D.B. 25450, PG. 2180
8 JAMES R. LEE, AS RECORDED IN D.B. 20718, PG. 1848
9 VIRGILIO VASQUEZ & MARIA L. VASQUEZ, AS RECORDED IN D.B. 15187, PG. 1683
10 MARIA L. VASQUEZ & VIRGILIO VASQUEZ, AS RECORDED IN D.B. 13000, PG. 2051
11 ALVIN J. COSMO & ELISE L. COSMO, AS RECORDED IN D.B. 21154, PG. 1370
12 TU-ANH N. NGUYEN, AS RECORDED IN D.B. 11264, PG. 641

AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA AND THAT THE BEARINGS REFER TO NAD83 VIRGINIA STATE PLANE COORDINATE SYSTEM (NORTH ZONE)

ALISON W. HANSON, LS — VIRGINIA LS #: 2617 — 06-29-2019 DATE

SEE SHEET 2 OF 2 FOR DETAILS, LINE TABLE & CURVE TABLE

AREA TABULATION: PARCEL (5)

RIGHT-OF-WAY DEDICATION "05-RW1":	0.002 ACRE	(86 S.F.)
TOTAL AREA IN RIGHT-OF-WAY DEDICATION	0.002 ACRE	(86 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "08-TCE1":	0.011 ACRE	(467 S.F.)
TOTAL AREA IN TEMPORARY EASEMENT:	0.011 ACRE	(467 S.F.)

AREA TABULATION: PARCEL (7)

TEMPORARY CONSTRUCTION ESMT "07-TEMP1":	0.002 ACRE	(101 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.002 ACRE	(101 S.F.)

AREA TABULATION: PARCEL (8)

TEMPORARY CONSTRUCTION EASEMENT "08-TCE1":	0.011 ACRE	(474 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.011 ACRE	(474 S.F.)

AREA TABULATION: PARCEL (9)

TEMPORARY CONSTRUCTION EASEMENT "09-TCE1":	0.005A CRE	(214 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.005 ACRE	(214 S.F.)

AREA TABULATION: PARCEL (10)

TEMPORARY CONSTRUCTION EASEMENT "10-TCE1":	0.003 ACRE	(129 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:	0.003 ACRE	(129 S.F.)

AREA TABULATION: PARCEL (11)

RIGHT-OF-WAY DEDICATION "11-RW1":	0.0005 ACRE	(14 S.F.)
TOTAL AREA IN RIGHT-OF-WAY DEDICATION	0.0005 ACRE	(14 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "11-TCE1":	0.007 ACRE	(322 S.F.)
TOTAL AREA IN TEMPORARY EASEMENT:	0.007 ACRE	(322 S.F.)

AREA TABULATION: PARCEL (12)

RIGHT-OF-WAY DEDICATION "12-RW1":	0.001 ACRE	(43 S.F.)
TOTAL AREA IN RIGHT-OF-WAY DEDICATION	0.001 ACRE	(43 S.F.)
PERMANENT LIGHT EASEMENT "12-PERM1":	0.001 ACRE	(45 S.F.)
TOTAL AREA IN PERMANENT EASEMENT:	0.001 ACRE	(45 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "12-TCE1":		(117 S.F.)
TEMPORARY CONSTRUCTION EASEMENT "12-TEMP1":		(319 S.F.)
TOTAL AREA IN TEMPORARY EASEMENTS:		(436 S.F.)

NOTES:

1. EASEMENTS AND/OR RIGHTS-OF-WAY HEREBY DEDICATED BY THIS PLAT ARE IN CONJUNCTION WITH ENGINEERING PROJECT ENTITLED " TOWN OF HERNDON, VAN BUREN STREET IMPROVEMENTS, CONTRACT # O-17-03, PHASE I, VDOT PROJECT NO. (NFO) 0761-029-112, P101, R201, C501, (UPC 107858), (VA-534 0A74 2302M, FEDERAL NO. TAP-5401 (029) & PHASE II", PREPARED BY RUNNEL, KLEPPER, & KAHL, LLP (RK&K), DATED APRIL 11, 2019. PARCEL IDENTIFIER NUMBERS SHOWN IN THIS PLAN SET ARE DUPLICATED ON THIS PLAT FOR THE SUBJECT PROPERTIES AND ARE DESIGNATED BY AN ENCIRCLED NUMBER, I.E. (5)
2. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON RECORDED DEEDS AND HIGHWAY PLAN INFORMATION AND DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY BY THIS FIRM.
3. 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.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.
5. NEW RIGHT-OF-WAY MONUMENTATION WILL BE SET BY THIS FIRM WITHIN 90 DAYS OF WRITTEN NOTIFICATION OF CONSTRUCTION ACTIVITY COMPLETION

OWNER'S CERTIFICATE: (WITH RESPECT TO PARCEL 7 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.

Valerie J Winstead 1-11-2020
BY (SIGNATURE) DATE

VALERIE J. WINSTEAD
(PRINTED NAME AND TITLE)

BY (SIGNATURE) DATE

(PRINTED NAME AND TITLE)

NOTARY:

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

THIS PLAT WAS ACKNOWLEDGED BEFORE ME A NOTARY PUBLIC FOR THE ABOVE JURISDICTION.
WITNESSED THE ABOVE SIGNATURE THIS 11 DAY OF January 2020
NOTARY PUBLIC Cynthia Pynn Burger
MY COMMISSION EXPIRES: 5.31.21 NOTARY PUBLIC
Commonwealth of Virginia
Reg. #119499
My Commission Expires 5/31/2021

REVISION #1: CORRECT ESMT DESIGNATION ON PARCEL 7 & 12

APPROVED BY TOWN OF HERNDON, VIRGINIA
MAYOR DATE
ATTEST DATE

Signet Seals: FINAL
Submitted Date: 06-29-2019

PLAT SHOWING
A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
ROSARIO E. RIVERA
(D.B. 17776, PG. 1690) (PARCEL 5)

A 16' TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
VALERIE J. WINSTEAD, TRUSTEE
(D.B. 3775, PG. 0510 & D.B. 25450, PG. 2180) (PARCEL 7)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
JAMES R. LEE
(D.B. 20718, PG. 1848) (PARCEL 8)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
VIRGILIO VASQUEZ & MARIA L. VASQUEZ
(D.B. 15187, PG. 1683) (PARCEL 9)

A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
MARIA L. VASQUEZ & VIRGILIO VASQUEZ
(D.B. 13000, PG. 2051) (PARCEL 10)

A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
ALVIN J. COSMO & ELISE L. COSMO
(D.B. 21154, PG. 1370) (PARCEL 11)

A VARIABLE WIDTH STREET RIGHT-OF-WAY DEDICATION, A 5' PERMANENT LIGHT EASEMENT & A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF
TU-ANH N. NGUYEN
(D.B. 11264, PG. 641) (PARCEL 12)

TOWN OF HERNDON, FAIRFAX COUNTY, VIRGINIA
SCALE 1"= 50'

H&B Surveying and Mapping, LLC
insightful solutions, quality service
A DBE/WBE SWaM Certified Business
614 Moorefield Park Drive, Suite 100, Richmond, VA 23236
804.330.3791 Office 804.639.5330 Fax
www.hbsurveying.com
2100 Electric Road SW, Suite 103, Roanoke, VA 24018
540.904.2359 Office
Survey Project Manager at Richmond Office Location

Exhibit 1

Attachment 20-O-24

VAN BUREN STREET
ROUTE 698 - R/W VARIES
ALABAMA DRIVE
50' R/W
ASPEN DRIVE
50' R/W
PARCEL 5
PARCEL 11
PARCEL 12
EASEMENT DETAIL * SCALE: 1"=10'
Graphic Scale
Scale: 1"=10'
EXISTING R/W MONUMENT LOCATION
NEW R/W MONUMENT LOCATION
VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT
VARIABLE WIDTH R/W DEDICATION HEREBY DEDICATED FOR PUBLIC STREET PURPOSES
NAD83 VIRGINIA STATE PLANE COORDINATE SYSTEM (NORTH ZONE)
"THE DOWNS" - SECTION I, LOT 7
PLAT D.B. 3884, PG. 173
"THE DOWNS" - SECTION I, LOT 19
PLAT D.B. 3884, PG. 172
401 HILLWOOD CT
524 ASPEN DR
ROSARIO E. RIVERA
D.B. 11776, PG. 1680
TAX MAP # 016-2-22-2019
ZONED: R-10
ALVIN J. COSMO
ELISE L. COSMO
D.B. 21154, PG. 1370
TU-ANH N. NGUYEN
D.B. 11294, PG. 841
VALERIE J. WINSTEAD, TRUSTEE
D.B. 3775, PG. 0510 & D.B. 29450 PG. 2186
JAMES R. LEE
D.B. 20718, PG. 1848
MARIA L. VASQUEZ & VIRGILIO VASQUEZ
D.B. 19800, PG. 2051
VIRGILIO VASQUEZ & MARIA L. VASQUEZ
D.B. 1518', PG. 1683
TOWN OF HERNDON, FAIRFAX COUNTY, VIRGINIA
DETAILS THIS SHEET, SCALE 1"= 10'
Sheet Status:
FINAL
Submittal Date:
06-29-2019
APPROVED BY
TOWN OF HERNDON, VIRGINIA
MAYOR DATE
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REVISION #1 CORRECT ESMT DESIGNATION ON PARCELS 11 & 12
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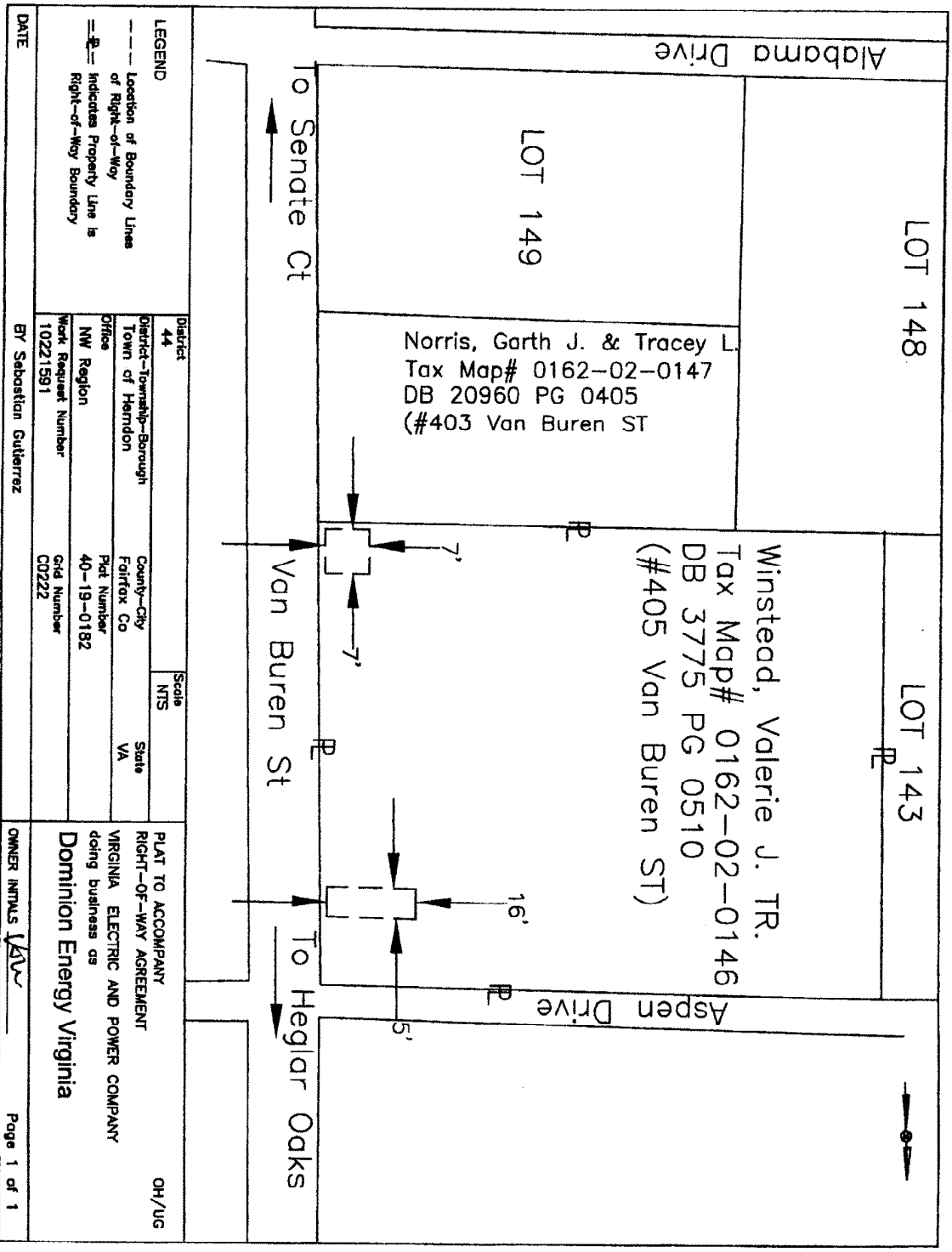


exhibitdesigns.com #485
Exhibit
2

STAFF REPORT

Town Council
August 4, 2020

Title:

Ordinance- to approve the conveyance of a power utility easement by Quitclaim Deed 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 on property owned by Parkview Executive Center, Joint Venture RLLP, at 593 Herndon Parkway, Herndon, Virginia, Fairfax County Tax Map #: 0164-10-0007C.

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 completed public use project will provide a drop-off lane for both directions to accommodate Fairfax Connector buses and for drivers to pull off Herndon Parkway, stop and drop off Dulles Metrorail passengers safely. The project provides for a signalized pedestrian/bike crosswalk connection between the bus bays on the north-side of Herndon Parkway and the bus bays on the south-side of Herndon Parkway. The project includes ADA accessible wide streetscape, refuge median island and bus shelter/transit facilities.

Certain power utility easements were acquired from the property owners to allow for the relocation of and placement of new electrical facilities by Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia ("Dominion").

The Town acquired a 1,822 square foot fee simple interest, a 71 square foot permanent traffic easement, a 2,334 square foot temporary construction easement, and a 1,920 square foot permanent utility easement for future conveyance to Dominion, by Certificate of Take recorded September 30, 2019, in

Deed Book 25916, at page 0297, in the Fairfax County Land Records, on property located at 593 Herndon Parkway designated as Tax Map#: 0164-10-0007C, owned by Parkview Executive Center, Joint Venture RLLP.

The Town must now convey by quitclaim, all of the Town's interest in the permanent utility easement to Dominion to allow for the relocation of and placement of new 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 Quitclaim Deed between the Town and Dominion and a draft ordinance approving the Quitclaim Deed are attached for Town Council's consideration.

Fiscal Impact:

None.

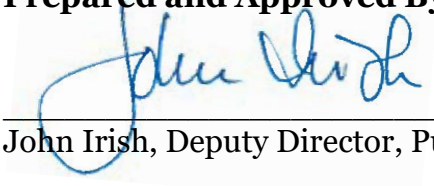
Recommendation:

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

Attachments:

1. Draft Ordinance
2. Quitclaim Deed with recorded Certificate of Take attached

Prepared and Approved By:



John Irish, Deputy Director, Public Works

Lauri A.N. Sigler, Deputy Town Attorney

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

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

Tax Map No. 0164-10-0007C

THIS QUITCLAIM DEED (the **"Deed"**) is made this ___ day of _____, 2020, by and between the **TOWN OF HERNDON, VIRGINIA**, a municipal corporation (hereinafter referred to as **"Town"**) and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, (hereinafter referred to as "**Grantee**").

W I T N E S S E T H :

WHEREAS, the Town is constructing public transportation improvements identified as the Herndon Metrorail Intermodal Access Improvements Project (hereinafter referred to as the "Project"). The Project is further identified by the Town of Herndon Project Code Number (UPC) 104328; State Project Number U000-235-353, RW-201; and Federal Project Number CM-5A01 (863) and

WHEREAS, in accordance with Section 7.8 of the Charter of the Town of Herndon, Virginia, and Sections 15.2-1901 - 1904 and 25.1-300, *et al.* of the Code of Virginia (1950), as amended, the Town recorded a Certificate of Take with the Clerk of the Circuit Court of the County of Fairfax in Deed Book 25916, Page 297 (the "Certificate"), to take from Parkview Executive Center, Joint Venture RLLP, the owner of certain real property located in the Town of Herndon, Virginia, at 593 Herndon Parkway, Herndon, Virginia, and more particularly described as Tax Map No. 0164-10-0007C (the "Property"), certain interests in the Property required for construction of the aforementioned Project, a copy of the Certificate is attached hereto as Exhibit A; and

WHEREAS, one such interest taken for future conveyance to the Grantee is a permanent utility easement containing 1,920 square feet, for the installation of facilities of Grantee, more

---

Exempted from recordation taxes and fees under Sections 58.1-811(C)(4) of the Code of Virginia 1950, as amended.

particularly described in the Certificate and shown on the exhibit attached thereto, and being shown on Project Plan Sheets C-003, CI101 and CI102 each dated June 25, 2019, and prepared by ClarkNexsen, which Plan Sheets are on file with the Town; and

WHEREAS, the Town desires to convey by quitclaim deed to Grantee, all of the Town's interest in the permanent utility easement.

NOW THEREFORE, that in consideration of the premises, the Town in accordance with the provisions of Sections 15.2-1902 and 33.2-1014 of the Code of Virginia (1950), as amended, does hereby release, remise and quitclaim unto Grantee, its successors or assigns, a permanent utility easement over, under, through, upon, above and across the Property containing 1,920 square feet, as described in the Certificate and exhibit attached hereto as Exhibit A.

It is understood and agreed by and between the parties hereto, that this conveyance is subject to any right, privilege, easement, condition or restriction encumbering the herein described easement, whether located above, upon, or under the surface, either presently in use or of record.

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]

ATTEST: TOWN OF HERNDON, VIRGINIA

_____
Town Clerk By_____
Lisa C. Merkel, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, 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 _____ day of _____,_____.

_____
Notary Public

My Commission Expires: _____

My Notary Registration Number: _____

APPROVED AS TO FORM:

_____
Lesa J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

August 11, 2020

Ordinance-to approve the conveyance of a power utility easement by Quitclaim Deed 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 on property owned by Parkview Executive Center, Joint Venture RLLP, at 593 Herndon Parkway, Herndon, Virginia, Fairfax County Tax Map #: 0164-10-0007C.

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

1. The Town Council approves the conveyance of a permanent non-exclusive power utility easement by Quitclaim Deed from the Town to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia ("Dominion"), acquired by the Town of Herndon from Parkview Executive Center, Joint Venture RLLP, by that certain Certificate of Take recorded on September 30, 2019 in Deed Book 25916, Page 0297, in the Fairfax County land records ("Certificate of Take"). The power utility easement allows for the relocation of and placement of new electrical facilities which are necessary as part of the transportation facility improvements for the Herndon Metrorail Intermodal Access Improvements Project.

2. This power utility easement contains approximately 1,920 square feet and is located on property owned by Parkview Executive Center, Joint Venture RLLP known as Tax Map#: 0164-10-0007C, as is more particularly described in the Certificate of Take and shown on the exhibit attached thereto.

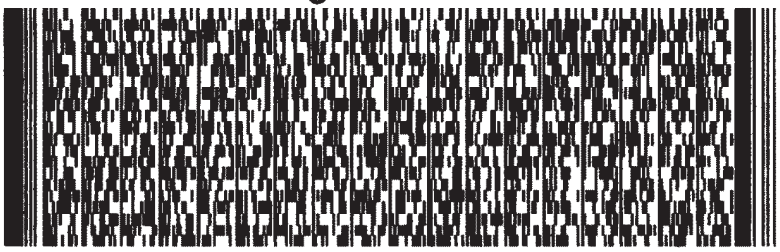
3. The Mayor is authorized to sign and deliver a Quitclaim Deed and associated instruments necessary to evidence, effect, or correct this conveyance. This deed shall be on such form as approved by the Town Attorney.

4. This ordinance shall be effective on and after the date of its adoption.

OFFICE OF THE TOWN ATTORNEY

Fairfax Circuit Court Coversheet Generator

Cover Sheet Page 1 of 1



Consideration	$0.00		**Consideration/Actual Value %**	100	
Actual/Assessed	$0.00	**Tax Exemption**	NONE	**Amount Not Taxed**	
Code Section	58.1-811, 25.1-418, 42.1-70				
DEM Number					
Original Book			**Original Page**		
Title Company	NONE			**Title Case**	
Property Descr.				**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**	1	**Page Range**	1 - 15

Document Type(s)

CERTIFICATE

Grantor(s)

PARKVIEW EXECUTIVE CENTER JV, RLLP_I_N

Grantee(s)

TOWN OF HERNDON_I_N

Tax Map Number

016-4- -10- -0007- C

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)

Prepared by/Return to: Town of Herndon: 777 Lynn Street, Herndon, VA 20172
Attn: Lesa Yeatts, Town Attorney
Tax Map No: 0164-10-0007C

CERTIFICATE OF TAKE

WHEREAS, Parkview Executive Center, Joint Venture RLLP, is the owner of certain real property located in the Town of Herndon, Virginia, at 593 Herndon Parkway, Herndon, Virginia, and more particularly described as Tax Map Nos. 0164-10-0007c (the "Property"), having acquired the Property via Corrected Special Warranty Deed from Parkview Executive Center Joint Venture, a Maryland general partnership, to Parkview Executive Center Joint Venture, R.L.L.P., a Virginia registered limited liability partnership and recorded in Deed Book 11629 at Page 1476, among the land records of Fairfax County, Virginia; and

WHEREAS, the TOWN OF HERNDON, VIRGINIA, a Virginia municipal corporation, ("Town") is constructing transportation improvements identified as the Herndon Metrorail Intermodal Access Improvements Project on Van Buren Street and "the Project." The Project is further identified by the Town of Herndon Project Code Number (UPC) 104328; State Project Number U000-235-353, RW-201; and Federal Project Number CM-5A01 (863) (the "Project"). The Project plan sheets are on file with the Town. The Town has determined that it is necessary to acquire the following fee simple interests and easements on the Property in connection with the Project: (i) 1,822 square feet of the Property in fee simple (ii) 1920 square feet of the Property for a permanent utility easement (Dominion Power) (iii) 71 square feet of the Property for a permanent traffic easement and (iv) 2334 square feet of the Property for temporary construction and grading easements; and

WHEREAS, the land, or interest therein, taken lies in the Town of Herndon, and is described as follows:

Parcel 002 - Being as shown on Sheet C-003, CI101 and CI102 of the plans for Herndon Metrorail Access Improvements, and beginning on the South (right) side of Herndon Parkway Construction Baseline from a point in the lands of the Commonwealth opposite Station 14 +75.36 to a point in the lands of the Commonwealth opposite Station 19+19.35, containing 1,822 square feet, more or less, land in fee; together with the permanent right and easement to use the additional area shown as being required for the proper construction and maintenance of a permanent utility easement for Virginia Electric and Power Company doing business in Virginia as Dominion Energy Virginia ("Dominion") from opposite Stations 15+05.48 to Station 17+05.41, containing 1920 square feet, more or less; together with the permanent right and easement to use the additional area shown as being required for the proper construction and maintenance of a permanent traffic facility from opposite Station 18+96.66 to opposite Station 19+19.35, containing 71 square feet, more or less; together with the temporary right and easement to use the additional area shown as being required for the proper construction of the Project and of cut and/or fill slopes and containing 2,334 square feet, more or less. Said temporary easement will terminate at such time as the construction of the aforesaid project is completed.

A. Proposed Acquisition of Land in Fee Simple

1. Vehicle Turnout - Fee Taking (Station 15+07.33 to Station 17+03.33)

Acquired for a vehicle turnout, this area is irregularly shaped with +195 feet of width along Herndon Parkway. The taking angles toward the south until it reaches a depth of

approximately 11 feet at a right angle to the existing road. The southern segment of the vehicle turnout parallels Herndon Parkway for a distance of +143 feet. The northern limit of the taking is the existing right-of-way for Herndon Parkway.

A small take area for Herndon Parkway Right-of-Way lies at the northeast corner of the parcel, measuring +23 feet wide by +1 feet deep, or +24 sf.

B. Permanent Traffic Easement (Station 18+96.66 to Station 19+19.35)

Acquired for a Permanent Traffic Easement, that is located at the north east corner of the parcel, aligning with the future pedestrian crossover to the north side of Herndon Parkway. Acquired for a permanent traffic easement, this area is rectangular shaped with +23 feet of width along Herndon Parkway. The easement angles perpendicular south from Herndon Parkway until it reaches a depth of 12 feet at a right angle to Herndon Parkway. The southern segment of the permanent traffic easement parallels Herndon Parkway for a distance of +23 feet. The easement angles perpendicular north toward Herndon Parkway until it reaches Herndon Parkway. The northern limit of the easement is the new right-of-way for Herndon Parkway. The permanent traffic easement totals a fee taking area 71 square feet

C. Permanent Utility Easement (Stations 15+05.48 to Station 17+05.41)

Acquired for a Permanent Utility Easement on behalf of Dominion that parallels the new boundary line created by fee take for the vehicle turnout and being 5 feet deep. Total area for the Permanent Utility Easement/Dominion Easement (used interchangeably throughout this Certificate and meaning the same) equals 1,920 square feet. The Permanent Utility Easement will not extend into a row of parking spaces that is nearby.

D. Proposed Temporary Construction and Grading Easement (TCE)

The TCE consists of two separate areas - - one for the vehicle turnout and a second wraps around the proposed permanent traffic easement.

1. Vehicle Turnout TCE (Station 14+97.81 to Station 17+13.23)

Acquired for a construction and grading of the vehicle turnout, this area is irregularly shaped and surrounds the vehicle turnout with +9 feet of width west of the vehicle turnout along Herndon Parkway. The easement angles perpendicular southward until it reaches a depth +7 feet, then angles toward the southeast parallel to the vehicle turnout until it reaches a depth of 10 feet at a right angle to the vehicle turnout. The southern segment of the vehicle turnout TCE parallels Herndon Parkway for a distance of +126 feet. The easement angles northeast until it reaches a point +7 feet perpendicular to Herndon Parkway and 10 feet east of the vehicle turnout. The northern limit of the easement is the southern segment of the vehicle turnout right-of-way. This TCE total area has not been identified separately, but is included in the total area of the TCE equal to 2,442 sf.

2. Permanent Traffic Easement TCE (Station 18+96.66 to Station 19+19.35)

Acquired for the construction and grading of the traffic facility, this area is rectangular shaped, surrounds the permanent traffic easement with +2 feet of width west of the permanent traffic easement. The easement angles perpendicular south from Herndon Parkway until it reaches a point 12 feet at a right angle to Herndon Parkway. The easement then angles toward the east parallel to the permanent traffic easement at a depth of +1 feet. The southern segment of the easement parallels Herndon Parkway for a distance of +22 feet and terminates at the adjacent property line. The easement angles perpendicular north parallel to the permanent traffic easement and adjacent property line at a depth of +10 feet until it reaches

the new Herndon Parkway right of way. The northern limit of the permanent traffic easement TCE is the permanent traffic easement and new Herndon Parkway right of way. This TCE total area has not been identified separately, but is included in the total area of the TCE equal to 2,334 sf.

WHEREAS, the construction of the aforesaid project makes it necessary to relocate the Dominion facilities;

NOW, THEREFORE, under the provisions of Sections 15.2-1902 and 33.2-1014, Code of Virginia (1950), as amended, the Town acquires 1,920 square feet of the Property for permanent utility easements, in order that same may then be conveyed to Dominion, its successors and assigns, for the purpose of granting Dominion the exclusive and perpetual right to lay, construct, operate, maintain, inspect, reconstruct, remove, repair, improve, relocate, change, alter or extend its facilities, equipment, accessories and appurtenances necessary in connection therewith, and lying on the Permanent Utility Easement (Stations 15+05.48 to Station 17+05.41). The Permanent Utility Easement, that parallels the new boundary line created by fee take for the vehicle turnout to the depth of 5 feet deep and containing 1,920 square feet, more or less, the estimated fair value of which is included in the amount above specified.

The Dominion Easements and Dominion Facilities installed thereon as hereinabove described are subject to the following conditions:

1. Dominion shall have full and free use of the Dominion Easements and right of way for the purposes named, and shall have all rights and privileges reasonably necessary to exercise use of the Dominion Easements and right of way as its interests are set forth herein, including

the right of reasonable ingress to and egress from this easement over the remaining land of Landowner by such private roads as may now or hereafter exist on the property of Landowner. The right, however, is reserved to Landowner to shift, relocate, close or abandon such private roads, if any, at any time. If there are no public or private roads reasonably convenient to the Dominion Easements, then the Dominion, its agents, permittees, successors or assigns shall have such right of reasonable ingress and egress over the lands of Landowner adjacent to the Dominion Easements.

2. Dominion shall have the right to trim, cut and remove trees, shrubbery including but not limited to weak, diseased and/or dead vegetation), fences, structures, or other obstructions or facilities outside the boundaries of the Dominion Easements reasonably deemed to interfere with the proper and efficient use of the Dominion Easements for the purposes named and/or the safe and proper operation of the Dominion Facilities in order to eliminate the hazard; provided, however, Dominion, its agents, permittees, successors or assigns, at its own expense, shall restore, as near as reasonably practical, the property to its original condition, including the back-filling of trenches, the replacement of curbing and asphalt pavement, and the reseeding of grass areas, but not the replacement of structures, trees, or other obstructions. Any such trimming, cutting or removal outside the Dominion Easements, however, shall be done in conformity with the appropriate industry standards including but not limited to the National Electric Safety Code, the Virginia State Corporation Commission Guidelines on Tree Trimming, the Virginia Overhead High Voltage Safety Act, Virginia Code §§59.1-406 through 59.1-414, ANSI A-300 and ANSI Z-133, as applicable. All trees and limbs cut by Dominion, its agents, permittees, successors and assigns shall remain the property of the Landowner.

3. The Dominion Facilities constructed hereunder are and shall remain the property of Dominion, its agents, permittees, successors or assigns. Dominion shall, consistent with the purposes named, have the right to inspect, rebuild, repair, remove and relocate its individual Facilities or any part thereof, within the respective Dominion Easement area, and may make such changes, alterations, substitutions, additions in and to, or extensions of its Facilities as it deems advisable, and consistent with the purposes named, without the prior consent of the Landowner. In making any such changes, alterations, substitutions, additions in and to, or extensions of its Facilities after the initial installations for the Project herein described, Dominion, its agents, and successors shall not install any above ground pole, cabinet, transformer, fence or appurtenance within any existing paved parking area or entrance way without the prior consent of the Landowner; such consent shall not be unreasonably withheld. Manholes, vaults, hand holes and similar types of appurtenances can be installed under paved areas and sidewalks provided they are load-bearing and are set flush with the existing pavement or sidewalk.

4. The Landowner, his successors and assigns, may use the Dominion Easements for any reasonable purpose not inconsistent with the rights hereby acquired, provided such use does not interfere with the Town, its agents, permittees, successors or assigns, or Dominion, in its exercise of any of the rights acquired hereunder. Landowner shall not have the right to construct any building, structure, or other above-ground obstruction or to change the existing ground elevation, or to impound any water, on the Dominion Easements; provided, however, Landowner may construct on the Dominion Easements fences, landscaping (subject, however to the tree trimming rights in Paragraph 2 hereof), 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 the Town, its agents, permittees, successors or assigns, or Dominion , in its exercise of any of the rights acquired hereunder. In the event such use by the Landowner does interfere with the exercise of any of the rights acquired by the Town, its agents, permittees, successors or assigns, and/or Dominion hereunder; the Town, its agents, permittees, successors or assigns, and/or Dominion may, in their reasonable discretion, relocate such of the Dominion Facilities as may be practicable to a new site designated by Landowner and acceptable to the Town, its agents, permittees successors or assigns, and/or Dominion, as appropriate. In the event any such Dominion Facilities are so relocated, Landowner shall reimburse the Town, its agents, permittees, successors or assigns, and/or Dominion, as appropriate, for the cost thereof and convey to the Town, its successors or assigns or Dominion, as appropriate, an equivalent easement at the new site or sites, as appropriate.

WHEREAS, the foregoing fee simple taking and easements are more particularly described on the photocopied Plan Sheets C-003, CI101 and CI102 each dated June 25, 2019 , and prepared by ClarkNexsen located in Vienna, Virginia (the "Plan Sheets), which Plan Sheets are attached hereto and made a part hereof; and

WHEREAS, the Town Council of the Town, by ordinance enacted on September 10, 2019 (Ordinance No. 19-0-27), has authorized the acquisition by condemnation of the foregoing acquisition of fee simple land and easements for the purposes set forth herein, and pursuant to Section 7.8 of the Charter of the Town of Herndon, further authorized the use of "quick take" condemnation procedures and the filing of this certificate of take.

NOW, THEREFORE, the Town hereby issues this Certificate of Take in accordance with Section 7.8 of the Charter of the Town of Herndon, Virginia, and Sections 15.2-1901 - 1904 and 25.1-300, *et al.* of the Code of Virginia (1950), in the amount of Four Hundred Ninety Three Thousand Three Hundred and No/100 Dollars ($493,300.00), which sum is estimated by the Town of Herndon to be the fair value of the acquisition. The foregoing amount, or so much thereof as may be directed by the Court, shall be paid by the Town of Herndon pursuant to order of the Circuit Court of Fairfax County, Virginia.

(Signatures are on the following page.)

UPC 104328
Parcel 002

WITNESS the following signatures and seals:
On behalf of the Town of Herndon

Lisa C. Merkel
Mayor

COMMONWEALTH OF VIRGINIA
COUNTY/CITY/TOWN OF Fairfax

The foregoing instrument was acknowledged before me by Lisa C. Merkel, Mayor of the Town of Herndon, Virginia this 24th day of September 2019.

Notary Public

My Commission Expires: 9.30.22

VICTORIA LEE WELLERSHAUS NOTARY PUBLIC REG # 123614 MY COMMISSION EXPIRES 9/30/2022 COMMONWEALTH OF VIRGINIA

APPROVED AS TO FORM

By
Lesa J. Yeatts, Town Attorney
Town of Herndon, Virginia
Date: 9-24-2019

UPC 104328
Parcel 002

TOWN OF HERNDON, VIRGINIA

ORDINANCE

SEPTEMBER 10, 2019

Ordinance– Authorizing the acquisition of fee simple, permanent and temporary easements on property owned by Parkview Executive Center, Joint Venture RLLP for public use by condemnation for the Herndon Metrorail Access Improvements project for the purpose of construction of public transportation facilities over real estate located at 593 Herndon Parkway, Herndon, Virginia.

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

1. The Town of Herndon made a bona fide but ineffectual effort to acquire 1,822 square foot fee simple, 1,920 square foot permanent utility easement, 71 square foot permanent traffic easement and 2,334 square foot temporary construction and grading easements from Parkview Executive Center, Joint Venture RLLP for $493,300 in connection with the Herndon Metrorail Access Improvements project. The landowner did not accept this offer. Therefore, the Town Attorney and outside counsel on behalf of the Town is authorized and directed to file and prosecute to completion a condemnation action against Parkview Executive Center, Joint Venture RLLP for the Town's condemnation of these interests in property over real estate located at 593 Herndon Parkway, Town of Herndon, Fairfax County, Virginia, designated as Tax Parcel No. 0164-10-0007C.

2. The Town Council approves the following proposed public use for this acquisition: the construction, maintenance, or improvement of the public transportation facilities, for the public safety and welfare of the Town.

3. The Town Council directs the Town Manager, Town Attorney, and their outside counsel to acquire the above described interests in property for public use by condemnation, purchase, or other means. The Town staff is hereby authorized to pay the compensation set forth in paragraph 1 above in the form of a Certificate of Take to be filed in the Fairfax County Circuit Court.

4. The property interests shall be used for the Hendon Metrorail Improvements project. The property interests are necessary for the construction, maintenance, or improvement of, and access to, the public transportation facilities.

5. This ordinance shall be effective on and after the date of its adoption.

This is certified to be a true and accurate copy of Ordinance 19-O-27 adopted at a legally convened meeting of the Town Council of the Town of Herndon on September 10, 2019.

Margie C. Tacci, Deputy Town Clerk

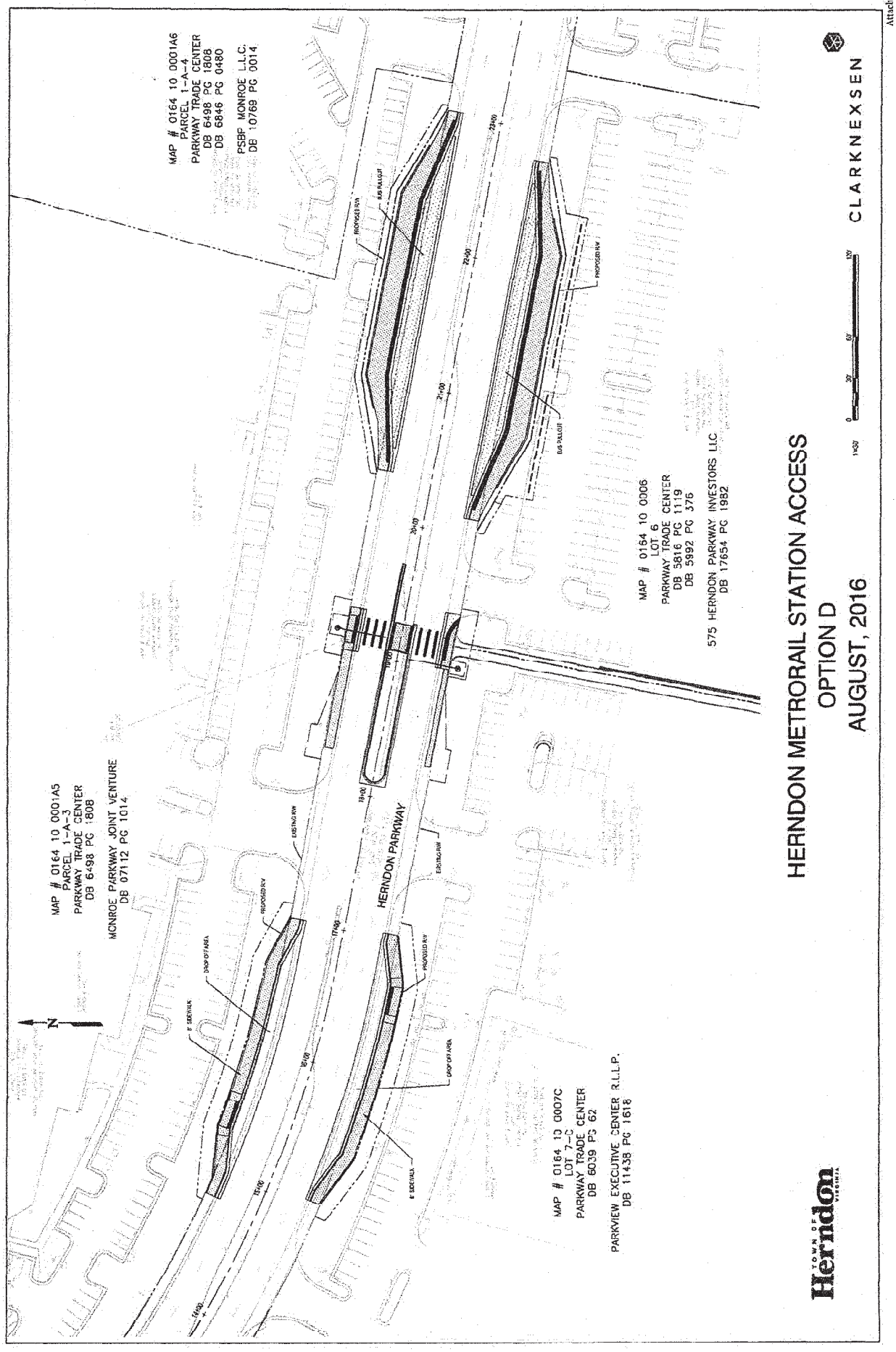
TOWN OF HERNDON, VIRGINIA 1879

Attached for reference is the Project Parcel Map titled "Herndon Metrorail Station Access," Option D, August 2016.

12

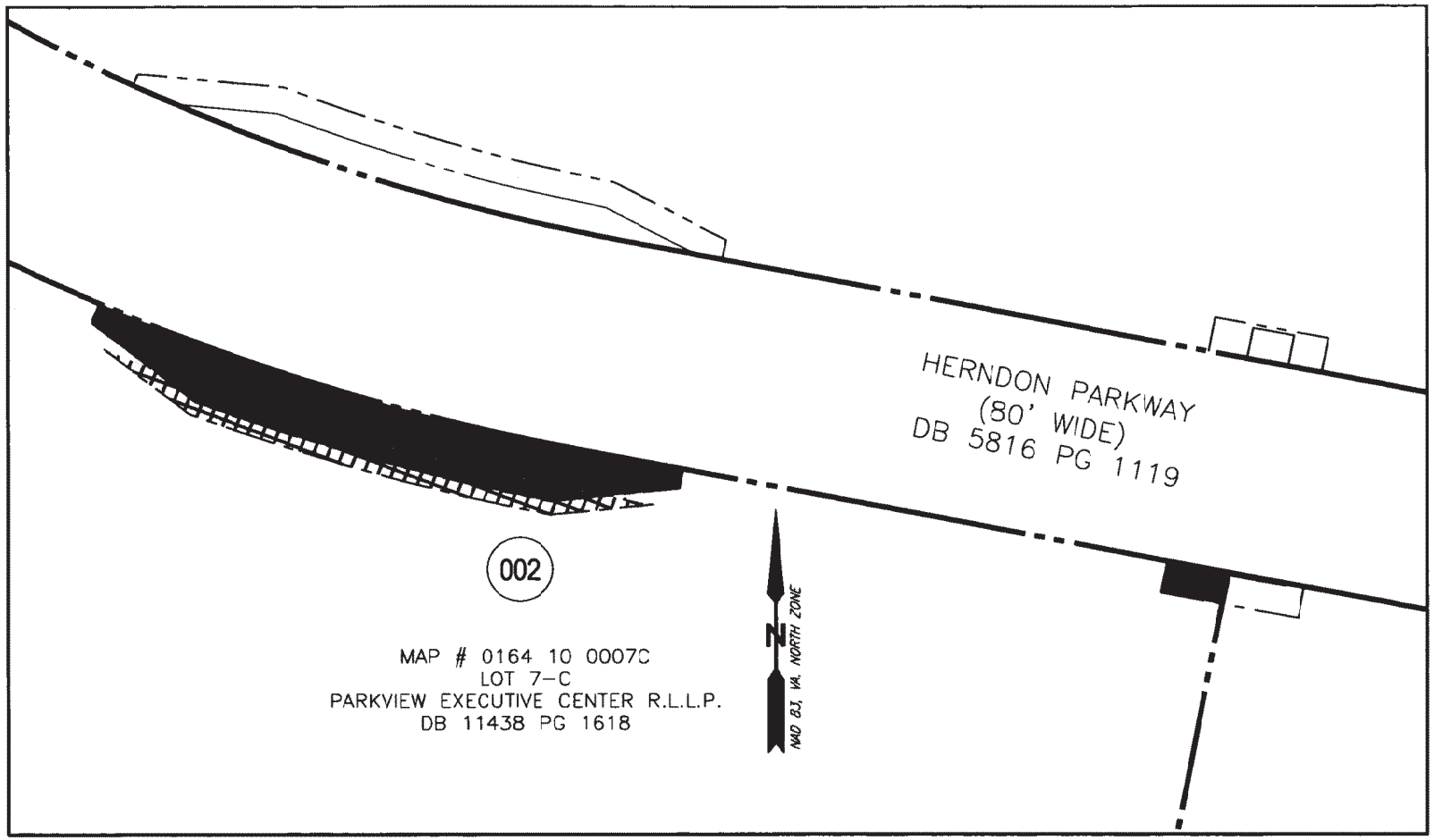
Plat Attached

09/30/2019
RECORDED FAIRFAX CO VA
TESTE:
CLERK



Attachment
19-O-27

BK 25916 0311



LEGEND

- FEE TAKE (ROW) = 1,822 sf
- PERMANENT EASEMENT = 71 sf
- TEMPORARY EASEMENT = 2,334 sf
- DOMINION ENERGY VIRGINIA EASEMENT =1,920 sf

PARCEL 2

OWNER:
PARKVIEW EXECUTIVE CENTER R.L.L.P.
DB 11438 PG 1618

STAFF REPORT

Town Council
August 4, 2020

Title:

Ordinance, to approve the conveyance of a temporary construction easement to the Commonwealth of Virginia acting by and through the Virginia Department of Transportation (VDOT) on Town-owned property at 397 Herndon Parkway, Herndon, Virginia, Fairfax County Tax Map #: 0171-06-E2 for transportation facility improvements associated with the Spring Street Widening project.

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:

This Ordinance, will authorize the Mayor to sign instruments conveying the necessary Town of Herndon property and property rights to the Commonwealth of Virginia acting by and through the Department of Transportation for the East Spring Street Widening project (UPC 1015521, U000-235-354. P101, R201, C501) (the "Project") that proposes to widen about a half-mile of Spring Street from four to six lanes of traffic to accommodate increased current and future traffic demands. This widening begins just west of Herndon Parkway and end at the Fairfax County Parkway. The project improvements include additional turn lanes on East Spring Street and Herndon Parkway, sidewalk improvements on both sides of East Spring Street, sidewalk and bike lane improvements on a portion of the east side of Herndon Parkway, and sidewalk replacement along a portion of the west side of Herndon Parkway in the Town of Herndon, Virginia.

The town property identified as necessary is designated in the Fairfax County Tax Records as Tax Map # 0171-06-E2 at 397 Herndon Parkway, Herndon, Virginia which is the current headquarters for the Herndon Police Department (the "Property"), and is designated in the Commonwealth's Project plans as Parcel 016 as shown on Sheets 8 and 8RW of the plans for Route 675, Project UPC 1015521, U000-235-354. P101, R201, C501, which Plan Sheets are attached to the Deed of Gift and Donation hereto.

The property interest to be granted is shown below:

Acquisition Type	Size of Easement Acquired (Sq. Ft.)	Estimated Value
Temporary Construction Easement	618	N/A

VDOT has asked that the needed easement be donated to the Commonwealth of Virginia for highway improvement use or associated uses. The donation of the easement will be recognized by the execution of the "Donation of Land to the Commonwealth of Virginia Acknowledgement" form attached hereto. To accomplish the completion of the Project it is necessary for the Commonwealth enter upon the property of the Town for the following purposes:

- Construction, maintenance and/or operation of the public transportation facility including any components thereof such as, but not limited to, storm water management systems, drainage systems, traffic control equipment, curbs, gutters, sidewalks, bike trails, and to extend the road slopes on the Property.

- The relocation, installation, improvement or maintenance of a utility service provided by a public utility provider.

The Project and related need for the conveyance of the temporary construction easement on Town-owned property and the easement plats have undergone review by VDOT, Town of Herndon Departments of Public Works and the Town Attorney. The easement will automatically terminate at such time as the construction of the Project is complete and will cause minimal intrusion into the Property. This donation of easement is a necessary component to widen or improve Spring Street and bring bike and pedestrian improvements along Herndon Parkway.

The draft Deed of Gift and Donation between the Town and VDOT, a donation Acknowledgment and a draft ordinance approving the Deed of Gift and Donation are attached for Town Council's consideration.

Fiscal Impact:

None.

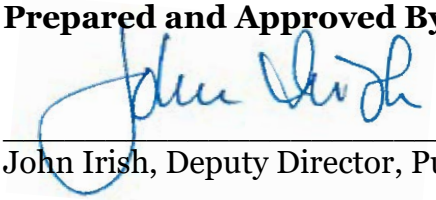
Recommendation:

Staff recommends that the Town Council approve the draft ordinance authorizing the donation and easement as proposed and as shown in the exhibits.

Attachments:

1. Draft Ordinance
2. Plan Sheets 8 and 8RW
3. Deed of Gift and Donation
4. Acknowledgement

Prepared and Approved By:



John Irish, Deputy Director, Public Works

Lauri A.N. Sigler, Deputy Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

AUGUST 11, 2020

Ordinance- to approve the conveyance of a temporary construction easement to the Commonwealth of Virginia acting by and through the Virginia Department of Transportation (VDOT) on Town-owned property at 397 Herndon Parkway, Herndon, Virginia, Fairfax County Tax Map #: 0171-06-E2 for transportation facility improvements associated with the Spring Street Widening project.

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

1. The Town Council approves conveyance by donation to the Commonwealth of Virginia, acting by and through the Virginia Department of Transportation (VDOT), of a temporary construction easement containing 618 square feet over and across Town-owned real property at 397 Herndon Parkway, designated in the Fairfax County Tax Records as Tax Map# 0171-06-E2, necessary for the completion of the East Spring Street Widening project (UPC 1015521, U000-235-354. P101, R201, C501) as shown on the attached plan sheet numbers 8 and 8RW.

2. The right to valuation is waived.

3. The Mayor is authorized to sign and deliver the necessary Acknowledgment and Deed of Gift and Donation or any other instrument consistent with this ordinance to evidence, or otherwise effectuate the conveyance. This Acknowledgment and Deed of Gift and Donation shall be on such forms as approved by the Town Attorney.

4. This ordinance shall be effective on and after the date of its adoption.

PROJECT MANAGER _Hamid_Misaghian,P.E._(703)_259-1795_(NOVA)_____
SURVEYED BY, DATE Jason_G._Bly,_L.S._(703)_259-2332_(NOVA)_October,_2016_
DESIGN BY _Wilmouth,_Gary,_P.E._(804)_786-2551_(Central_Office)_____
SUBSURFACE UTILITY BY, DATE _Frank_B._Richardson_III,_L.S._(Accumark_Inc.)_06/08/2017

R. W. PLANS

THESE PLANS ARE UNFINISHED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION.

REVISED	STATE	STATE ROUTE	STATE PROJECT	SHEET NO.
8/1/2019 01/23/2020 02/05/2020	VA.	675	U000-235-354, RW-201, C-501	8

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

VDOT Location & Design Richmond, Virginia HYDRAULICS ENGINEER	VDOT Location & Design Richmond, Virginia ROADWAY ENGINEER

Curve BL_HERNDON_8
PI = 2017+56.94
DELTA = 25° 32' 18.0" (LT)
D = 3° 49' 11"
T = 339.94'
L = 668.59'
R = 1,500.00'
PC = 2014+16.99
PT = 2020+85.59
V = 35 mph
E = MATCH EX.(TC-5.11 ULS)

NORTHWEST FEDERAL CREDIT UNION
DB 9119 PG 445
6.97953 AC.
TAX MAP# 0171 02 0023
014

NORTHWEST FEDERAL CREDIT UNION
DB 7117 PG 1368
DB 3983 PG 1818
AC 0.2
TAX MAP# 0162 02 0003
003

NORTHERN VIRGINIA REGIONAL PARK AUTHORITY
DB 5030 PG 789
104.215 AC.
TAX MAP# 0283 01 0051
015

RREEF AMERICA REIT II CORP. VVV
DB 17457 PG 93
5.55177 AC.
TAX MAP# 0171 06 F3

JAI HERNDON HOTEL, LLC
DB 18272 PG 1180
1.96086 AC.
TAX MAP# 0171 02 0016
005

THE TOWN OF HERNDON
DB 15663 PG 1831
4.9318 AC.
TAX MAP# 0171 06 E2
016

End Herndon Pkwy Construction
Sta. 2020+85.00 Herndon Pkwy Constr. BL

PT 2020+85.59

Herndon Parkway - Rte. 903

Match line Sta. 2015+00.00 Sheet 4

POT 10+00.00

BL HERNDON

Proposed RW-3 Retaining Wall 3 From Sta. 2012+89 to Sta. 2015+57

Prop. Perm. Easement for Retaining Wall

To Be Abandoned

Prop. R/W

R=1430.00' L=174.42'

D-7

D-703

D-704

R=1445.00' L=41.42'

Std. UD-4

To Be Removed

To Be Abandoned

5' Min.

8' Min.

0.5' Conc. Curb

2.5' Conc. C&G

Do Not Disturb Ex. Light Pole

Remove and Replace Exist. Curb around prop. Inlet 8-7

Prop. Perm. Easement for Drainage

Prop. Temp. Constr. Easement

Prop. VDOT Utility Easement

R=774.50' L=91.01'

D-705

R=789.50' L=93.22'

Proposed 5' Sidewalk

150' TAPER

MS-1A Mod. Req'd

MS-2 Mod. Req'd

D-902 Relocate Bench and News Stand

Prop. Concrete Landing Pad

Prop. Conc. Bus Stop w/ Std CG-2

13' Min.

See Sheet 2G Detail B

R=34.25'

R=30'

20.81'

Proposed 8' Cycle Track

Proposed 6' Sidewalk

Prop. R/W R=1553.00' L=232.95'

R=1568.00' L=232.63'

Reverse Curves R=100.00' (Inner Cycle Track)

Prop. Perm. Easement for Bus Shelter

Prop. Perm. Easement for Drainage

Prop. Temp. Constr. Easement

Prop. VDOT Utility Easement

Std CG-11 Match Existing

Prop. Area of Work R=1530.07' L=107.84'

Prop. R=115.00' L=27.24'

R=131.39' L=33.01'

Prop. Area of Work to Occur by Agreement

Do Not Disturb Ex. Bridge Pier

Do Not Disturb Ex. Bridge Abutment

Ex. Sidewalk to be Removed

To Be Cleaned Out

Proposed Retaining Wall 4 From Sta. 2019+70.00 to Sta. 2020+39.37

Note: Subsurface Work Possible Under Existing Bridge From Approx. Sta. 2019+87.66 to Sta. 2020+22.32 Herndon Pkwy BL

Legend

2	Std CG-2 Req'd	12CM	Std CG-12C Mod. Req'd
6	Std CG-6 Req'd		
6R	Std CG-6 Rad. Req'd		Denotes 2" Mill and Overlay
12	Std CG-12 Req'd		Denotes Proposed Pavement
12B	Std CG-12B Req'd		Denotes Demolition of Pavement
12C	Std CG-12C Req'd		Denotes Concrete Pavement
12BM	Std CG-12B Mod. Req'd		Denotes Cycle Track Pavement

C ---- Denotes Construction Limits in Cuts
F ___ Denotes Construction Limits in Fills
Note: Dot - Dashed lines denote Permanent Easements.
Note: Dot - Dot - Dashed lines denote Temporary Easements.

REFERENCES (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)	
Herndon Pkwy. Profile	8A
Ret. Wall Design II (C, D & E)	
Drainage Descr.	12 (2)
Existing Drainage	12 (3)

SCALE	PROJECT	SHEET NO.
0 25' 50'	U000-235-354	8

PROJECT MANAGER _Hamid. Misaghian, P.E. (703) 259-1795 (NOVA) _ _ _ _ _ _ _
SURVEYED BY, DATE Jason. G. Bly, L.S. (703) 259-2332 (NOVA) _ October, 2016. _
DESIGN BY _Wilmouth Gary, P.E. (804) 786-2551 (Central Office) _ _ _ _ _ _ _ _ _ _ _
SUBSURFACE UTILITY BY, DATE _ Frank R. Richardson, II, L.S. (Accumark, Inc.) 06/08/2017

AREAS						
PARCEL #	PROP. RW	PROP. TEMP. CONST. ESMT.	PROP. VDOT UTIL. ESMT.	PROP. PERM. DRAIN. ESMT.	PROP. PERM. RET. WALL ESMT.	PROP. PERM. BUS SHELTER ESMT.
003	5,749 S.F.	6,106 S.F. (R6)	13,114 S.F. (R3)	107 S.F. (R6)	1,596 S.F.	----------
005	13,306 S.F.	8,135 S.F.	14,490 S.F.	1,457 S.F.	----------	285 S.F.
014	1,975 S.F.	2,051 S.F. (R6)	3,212 S.F.	905 S.F. (R6)	----------	----------
015	----------	----------	----------	----------	----------	----------
016	----------	618 S.F.	----------	----------	----------	----------

RIGHT OF WAY PLANS

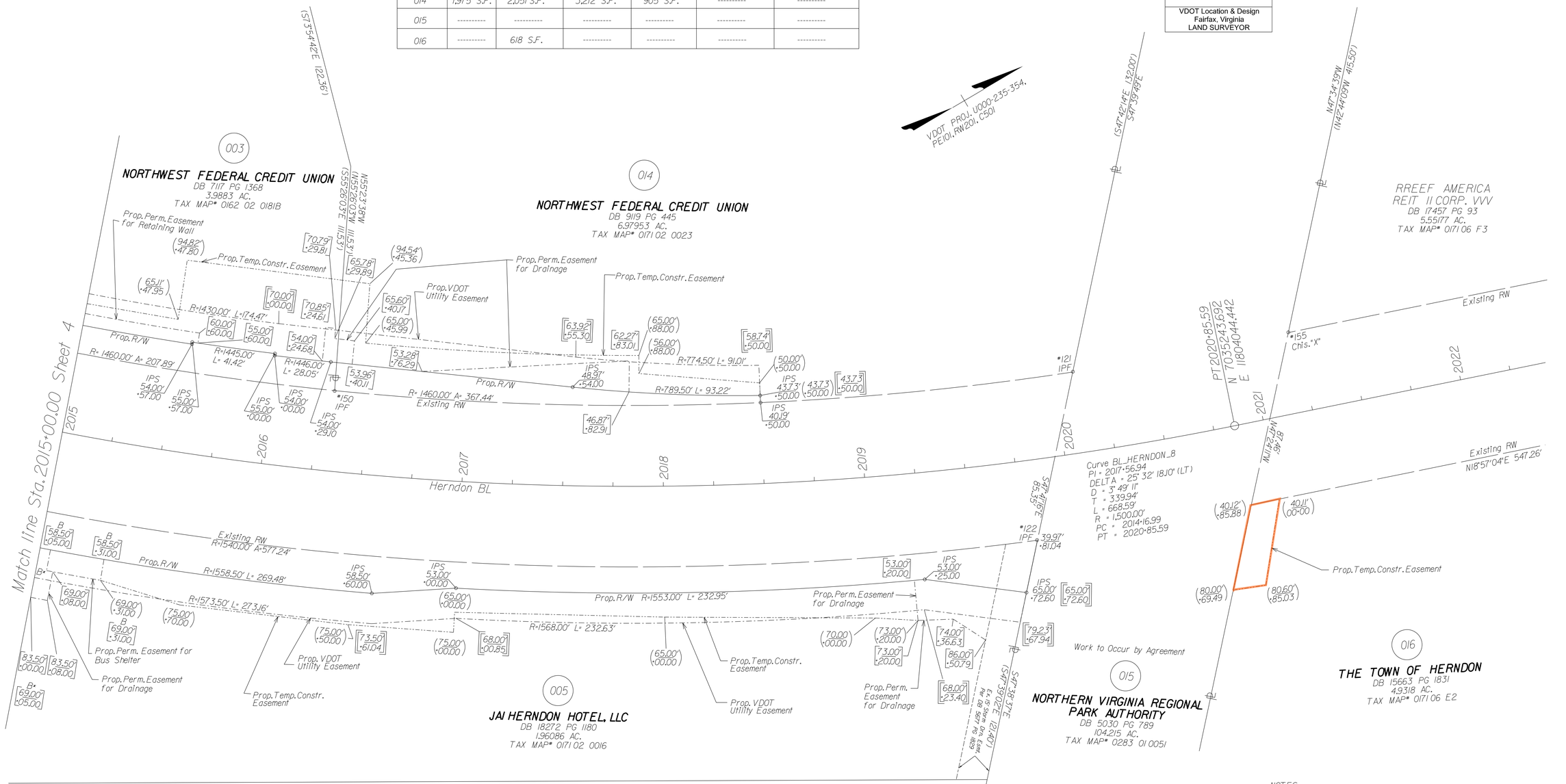
THESE PLANS ARE UNFINISHED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION.

COMMONWEALTH OF VIRGINIA
JASON G. BLY
Lic. No. 002619
LAND SURVEYOR

VDOT Location & Design
Fairfax, Virginia
LAND SURVEYOR

REVISED	STATE	STATE ROUTE	STATE PROJECT	SHEET NO.
R3 10-1-19 R6 1-23-20	VA.	675	U000-235-354, RW-201, C-501	8RW

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT



FIGURES IN DOUBLE BRACKETS [[ ]] AND DOT-DASH DENOTE VDOT JOINT USE EASEMENTS.

FIGURES IN SINGLE PARENTHESES ( ) AND DOT-DOT-DASH LINE DENOTE TEMP. CONST. ESMTS.

FIGURES IN SINGLE BRACKETS [ ] AND DOT-DASH DENOTE PERMANENT EASEMENTS.

FIGURES IN SINGLE BRACKETS WITH "B" B[ ] AND DOT-DASH DENOTE PERMANENT EASEMENTS FOR BUS SHELTER.

BEARINGS AND DISTANCES WITHOUT PARENTHESES ARE BASED ON PROJECT

BEARINGS AND DISTANCES WITH PARENTHESES ARE BASED ON DEED/PLAT

IPS - Iron Pin With R/W Cap To Be Set After Construction
IRF - Iron Rod Found
DHF - Drill Hole Found
PKF - PK Nail Found
IPF - Iron Pin Found

NOTES:

1. THIS COMPILED PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY SHOWN HEREON.
2. THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON. INFORMATION IS BASED ON DEEDS AND PLATS OF RECORD.

SCALE	PROJECT	SHEET NO.
0 25' 50'	U000-235-354	8RW

TAX MAP #0171-06-E2

SF-6
Revised 4/05
UPC 105521
Parcel 016

PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL

Exempted from recordation taxes
and fees 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)

This **DEED OF GIFT AND DONATION**, made this _____ day of _____, 20__, by and between **THE TOWN OF HERNDON,** a Virginia municipal corporation, ("**GRANTOR**"), and the **COMMONWEALTH OF VIRGINIA**, acting by and through the **VIRGINIA DEPARTMENT OF TRANSPORTATION**, ("**GRANTEE**").

WITNESSETH:

THAT WHEREAS, it is proposed by the Commonwealth to widen or improve State Highway Route 903, Project U000-235-354, R201, HERNDON PARKWAY to FAIRFAX COUNTY PARKWAY in the Town of Herndon, Virginia; and

WHEREAS, the **GRANTOR** is the owner of certain real property located in the Town of Herndon, Fairfax County, Virginia, acquired by Deed recorded in Deed Book 15663 at page 1831 among the land records of Fairfax County, Virginia; and

WHEREAS, it is necessary that the **GRANTEE** enter upon the lands of the **GRANTOR** located in the aforesaid town to extend the road slopes and/or other construction onto the lands, from opposite approximate Herndon Parkway Baseline Station 2020+69.49 to opposite approximate Station 2021+00 in the locations shown on Sheets No. 8 and 8RW of the plans for the above project on file in the office of the Department of Transportation, Richmond, Virginia; and

DRAFT

WHEREAS, the Council of the Town of Hendon, Virginia, has authorized this conveyance by ordinance passed on the _____ day of _____, 2020, upon public hearing duly advertised according to law.

NOW, THEREFORE in consideration of the good will and public benefit to be derived from this donation including the improvement of the roads of the Commonwealth, and other good and valuable consideration, the **GRANTOR** hereby gives, grants and conveys unto the **GRANTEE** the temporary right and easement to use the areas from the opposite Herndon Parkway Baseline Station 2020+69.49 to opposite Station 2021+00.00, containing 618 square feet, more or less, and as shown outlined in ORANGE on a photocopy of Sheet Nos. 8 and 8RW, for the proper execution of the work, which photocopies are hereto attached as part hereof and recorded simultaneously herewith in the State Highway Plan Book _____, Page _____. This temporary easement will terminate at such time as the construction of the project is completed.

The **GRANTOR** by the execution of this instrument acknowledges that the land rights being conveyed hereunder is being donated to the Commonwealth of Virginia for highway use or associated uses. **GRANTOR** also acknowledges that it is entitled to be compensated for the land rights hereby conveyed and, pursuant to Virginia Code section 25.1-417 A 10 and by this donation, hereby waives its right to such compensation. A copy of **GRANTOR's** acknowledgment of its rights is attached to and made a part of this deed.

The **GRANTOR** covenants and agrees for itself, its heirs its successors, and assigns, that the consideration hereinabove mentioned shall be in lieu of any and all claims for compensation for land, and for damages, if any, to the remaining lands of the **GRANTOR** which may result by reason of the use to which the **GRANTEE** will put the land to be conveyed. This paragraph, however, does not apply to any physical damages causes by **GRANTEE,** its agents and contractors done to **GRANTOR'S** reminding property after construction of the aforesaid project begins.

[Signatures Follow on Next Page]

DRAFT

WITNESS the following signatures and seals:

TOWN OF HERNDON, VIRGINIA

_____ (SEAL)

Name: __Lisa C. Merkel_____

Title: _____Mayor_____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

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, a Virginia municipal corporation whose name is signed to the foregoing Deed, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

My Commission expires: _____.

Registration No: _____.

_____
Notary Public

GRANTEE'S MAILING ADDRESS:

Virginia Department of Transportation
Right of Way and Utilities Division
Attn: Acquisitions/Legal Section
4975 Alliance Drive
Fairfax, VA 22030

DRAFT

DONATION OF LAND
TO THE COMMONWEALTH OF VIRGINIA
ACKNOWLEDGMENT

The business entity named below is the owner of the property identified in the plat attached to this **ACKNOWLEDGMENT** ("OWNER.") It is the intention of OWNER to donate the described property to the Commonwealth of Virginia (the "Commonwealth") to be used for highway or other transportation purposes.

OWNER's authorized agent (whose signature appears below) has been advised, pursuant to Virginia Code Section 25.1-417, A, 10, by a representative of the Virginia Department of Transportation (the "Department"), whose name is printed below, that OWNER is entitled to be compensated for this property and is under no legal obligation to donate it to the Commonwealth. OWNER, by its authorized agent, hereby waives its right to be compensated for the property being donated and hereby agree, upon presentation, to execute a deed donating the property to the Commonwealth.

By the signature of its authorized agent, OWNER also acknowledges that, prior to the donation, the Department will perform a valuation of the property being donated and provide OWNER, in writing, with the Department's determination of the value of the property being donated. OWNER, through its authorized agent, acknowledges that it has the right to waive this valuation and, by the signature of **OWNER's** authorized agent, does hereby ☐**waive** | ☐**not waive** its right to receive such valuation.

OWNER's authorized agent hereby warrants and represents that he/she has the full and unrestricted authority to execute this document on behalf of the OWNER and to waive or claim the rights set forth herein.

GIVEN this _____ day of _____, 20_____.

OWNER: Town of Herndon, Virginia, a municipal corporation

BY ITS AUTHORIZED AGENT:

_____ (SEAL) **VDOT REPRESENTATIVE**:
Signature

_____ _____
Title

City/County of _____)
Commonwealth of Virginia) to-wit

The foregoing instrument was acknowledged before me this _____ day of _____,

20___ by _____.

_____
Notary Public

My commission expires: _____ Registration #:_____

TOWN OF Herndon VIRGINIA

STAFF REPORT

Work Session
August 4, 2020

Title:

Resolution – to ratify the Federal Subaward Agreement between the Town and Fairfax County for the use of Coronavirus Aid, Relief and Economic Security (CARES) funds.

Staff Contacts:

Lesa J. Yeatts, Town Attorney
(703) 787-7370
lesa.yeatts@herndon-va.gov

Jennie A. Tripoli
(703) 435-6898
Jennie.tripoli@herndon-va.gov

Background:

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Securities (CARES) Act to provide support directly to state, local, and tribal governments to address the COVID-19 pandemic. Governments with populations greater than 500,000 could apply for direct federal payment of CARES Act funds. Fairfax County was the only jurisdiction in the Commonwealth of Virginia to receive direct funding from the US Treasury. The County passed a proportionate amount of $4.279 million to the Town, based on its 2019 US Census population. Funds from Fairfax County were transferred to the Town of Herndon on April 29, 2020.

To comply with federal grant funding requirements and to be consistent with federal government expectations of all jurisdictions receiving CARES funds, the Town must execute a Federal Subaward Agreement with Fairfax County. This agreement specifies the amount awarded to the Town and lays out terms of the funding, specific uses of funds, reporting requirements, and other procedures and policies required for federal grant awards.

Fiscal Impact:

If the Town does not sign the subaward agreement, the entire $4.279 million would have to be returned to Fairfax County.

Recommendation:

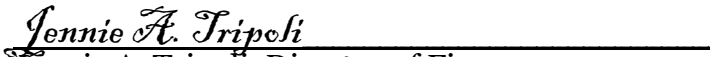
We recommend that the Town Council ratify the Federal Subaward Agreement with Fairfax County, signed by the Town Manager.

Attachments:

1. Draft Resolution
2. Subaward Agreement

Prepared and Approved By:

Lesa J. Yeatts, Town Attorney



Jennie A. Tripoli, Director of Finance

TOWN OF HERNDON, VIRGINIA

RESOLUTION

AUGUST 11, 2020

Resolution – to ratify the Federal Subaward Agreement between the Town and Fairfax County for the use of Coronavirus Aid, Relief and Economic Security (CARES) funds.

WHEREAS, On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Securities (CARES) Act to provide support directly to state, local, and tribal governments to address the COVID-19 pandemic; and

WHEREAS, Governments with populations greater than 500,000 could apply for direct federal payment of CARES Act funds. Fairfax County was the only jurisdiction in the Commonwealth of Virginia to receive direct funding from the US Treasury; and

WHEREAS, On April 29, 2020, Fairfax County passed the proportionate amount of $4.279 million to the Town, based on its 2019 US Census population; and

WHEREAS, In order to comply with federal grant funding requirements and to be consistent with federal government expectations of all jurisdictions receiving CARES funds, the Town must execute a Federal Subaward Agreement with Fairfax County.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby ratifies the Federal Subaward Agreement dated July 6, 2020 between the Town of Herndon and Fairfax County for the use of Coronavirus Aid, Relief and Economic Security (CARES) funds.

Subrecipient Name: Town of Herndon
Subaward Title: Coronavirus Relief Fund
Subaward Number: 4400010004
CFDA: 21.019

FEDERAL SUBAWARD AGREEMENT

This Federal Subaward Agreement (the "Agreement" or "Subaward") is made as of July 6, 2020, by and between **FAIRFAX COUNTY** ("the County") and the **TOWN OF HERNDON,** ("Town" or "Subrecipient") (collectively, the "Parties").

ARTICLE 1
RECITALS

1.1 On March 27, 2020, the Federal government signed into law the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Fairfax County, Virginia received a direct payment from the Federal government acting through the U.S. Department of the Treasury ("Treasury") pursuant to the CARES Act, which amended the Social Security Act by adding Title VI: Coronavirus Relief Fund. The Coronavirus Relief Funds (CRF) allocation made available to Fairfax County through the CARES Act was determined using the population data from the 2019 census. The population count included the populations of towns within Fairfax County's borders.

1.2 The Treasury Guidance and Frequently Asked Questions permits Fairfax County to transfer a portion of its CRF to the towns within the county so long as the transfer of funds qualifies as a "necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance."

1.3 Consistent with this guidance, on April 29, 2020, Fairfax County transferred a portion of its CRF to the towns located within Fairfax County's jurisdiction. The allocation to each town by Fairfax County was based on the population count, specifically the 2019 census data.

1.4 Fairfax County awarded the Town of Herndon CRF monies in the amount of $4,279,441.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties, and for other good and valuable consideration, the receipt and legal sufficiency of which the Parties acknowledge, the Parties agree as follows:

ARTICLE 2
FEDERAL AWARD IDENTIFICATION

2.1 In accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200.331(a), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the following notification is to designate the use of federal funds in this Subaward:

Subrecipient Name	Town of Herndon
Subrecipient DUNS Number	07-481-8535
Federal Award Identification Number (FAIN)	N/A
Federal Award Date	03/27/2020
Subaward Period of Performance	03/01/2020 to 12/30/2020
Amount of Federal Awards Obligated by this action	$4,279,441
Total Amount of Federal awards obligated to date, including current obligation	$4,279,441
Total Amount of Federal Awards Committed	$4,279,441
Federal Award Project Description	Payments must be used for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19).
Name of Federal Awarding Agency	The Department of the Treasury
Name of Pass-Through Entity	Fairfax County
Fairfax County Awarding Official	Cathy A. Muse Director/County Purchasing Agent Department of Procurement and Material Management 703-324-3206
CFDA #	21.019
CFDA Program Title	Coronavirus Relief Fund
Award for Research & Development	☐ Yes ☒ No
Indirect Cost Rate for Federal Award	☐ Federally approved indirect cost rate ☐ 10% ☒ None ☐ Other: (Specify %) _____

ARTICLE 3
TERM

3.1 Period of Agreement. This Subaward agreement is effective March 1, 2020 through December 30, 2020.

ARTICLE 4
USE OF FUNDS

4.1 The maximum amount of Federal funds available to the Subrecipient is $4,279,441. This amount is for the Federal award period of March 1, 2020 through December 30, 2020.

4.2 The Town's proposed uses of the funds received as direct payment from Fairfax County under 42 U.S.C.A. § 801(d) will be used only to cover those costs that:

A. Are reasonable and necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

B. Were not accounted for in the budget most recently approved as of March 27, 2020, for the Town; and

C. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

4.3 Any funds that are not expended or that will not be expended on necessary expenditures on or before December 30, 2020, by the Town or its grantee(s), must be returned to Fairfax County no later than November 30, 2020.

4.4 Except as may be permitted by the federal government, the Town will not receive continued CRF monies beyond December 30, 2020, to continue paying expenses or providing services that were initiated or previously supported from CRF monies prior to December 30, 2020.

4.5 The funds received as a direct payment from Fairfax County pursuant to this agreement must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.

4.6 If Fairfax County or any federal agency determines that the Town has used any Funds not in accordance with 42 U.S.C.A. § 801(d), as implemented by Treasury, or any Funds have been the subject of fraud, waste, abuse, and/or mismanagement by the Town, the Town will remit payment to Fairfax County within 30 days of such determination equal to the amount of such Funds so disbursed.

4.7 Any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.

Any CRF funds received pursuant to this federal subaward agreement will not be used for expenditures for which the Town has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

4.8 The Town agrees it will execute any additional agreements or documentation required pursuant to other guidance and requirements issued by the federal government, including but not limited to the

U.S. Department of the Treasury.

4.9 If the Town awards, or causes to be awarded, grants to small businesses, including non-profit organizations, the Town will execute grant award agreements with those small businesses.

4.10 As the Subrecipient staff are not bonafide County employees, the Subrecipient is solely responsible for all payroll withholdings and deductions.

ARTICLE 5
REPORTING REQUIREMENTS

5.1 As a condition of receiving the CRF monies pursuant to this agreement, the Town shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or sales receipts. Such documentation shall be produced to Fairfax County upon request.

5.2 The Town must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit.

5.3 Unless prescribed otherwise by federal guidance to be issued, Town must use the reporting templates provided in Attachment A: Report Forms to submit interim monthly reports showing the monthly expenditures within five (5) calendar days following the end of the month, in accordance with the following schedule, unless otherwise requested or agreed to by Fairfax County:

Report Type	Reporting Period	Submission Due Date
Interim	March 1, 2020 – June 30, 2020	July 10, 2020
Interim	July 1, 2020 – July 31, 2020	August 5, 2020
Interim	August 1, 2020 – August 31, 2020	September 5, 2020
Interim	September 1, 2020 – September 30, 2020	October 5, 2020
Interim	October 1, 2020 – October 31, 2020	November 5, 2020
Interim	November 1, 2020 – November 30, 2020	December 5, 2020
Final	December 1, 2020 – December 30, 2020	January 5, 2021

5.4 Audited Financial Statements: The Subrecipient will submit the following to the County within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever comes first:

A. Annual Audited Financial Statements and related footnotes and supplemental schedules, to include your Balance Sheet/Statement of Financial Position, Income Statement/Statement of Activities, Statement of Cash Flows, and Independent Auditor's Report/Opinion Letter; unless required to submit the single audit report(s) package on-line to the Federal Audit Clearinghouse;

B. Independent Auditor's issuance of any Management Letter Comments (MLC), or a statement that no MLC letter was issued;

C. Corrective Action Plans for all audit findings and status of all prior year audit findings;

D. Management's Discussion and Analysis (MD&A), if applicable, or a statement that no MD&A was prepared and presented in the financial statements.

5.5 Within ten (10) business days of issuance, the Subrecipient must submit to the County any audits, compliance or operational reviews by any other government entities as it relates to this specific program or the Subrecipient's overall operations.

5.6 Within ten (10) business days of occurrence, the Subrecipient must notify the County of any financial difficulties or internal control issues that are found that could impair the continuing operability of County funded programs, as they may occur.

5.7 Within ten (10) business days, the Subrecipient must report to the County organizational changes to include changes in address (headquarters or program site), financial solvency and key personnel in management or personnel providing services under this subaward (vacancies/new hires).

ARTICLE 6
MONITORING

6.1 In accordance with 2 CFR § 200.331(b), each Subrecipient's risk of noncompliance with federal statutes, regulations and the terms and conditions of the Subaward for purposes of determining the appropriate subrecipient monitoring will be determined through the completion of a Risk Assessment administered by the County.

6.2 The result of the Risk Assessment will determine the level of subrecipient monitoring required which may include, but not be limited to, the following:

A. Review of financial and programmatic reports;
B. Review of performance and internal controls;
C. Analysis of required reports and invoices;
D. Review of subrecipient's policies and procedures;
E. Review of subrecipient's Governing Board documents;
F. Review of subrecipient's Management Letter;
G. On-site reviews and/or desk reviews;
H. Interviews with, or survey of relevant agencies/organizations and individuals having knowledge of the Subrecipient's services or operations;
I. Review of audit reports and results of federal agency monitoring, and
J. Other mechanisms deemed appropriate by the County.

6.3 The Subrecipient must follow-up and take appropriate corrective action on all deficiencies pertaining to the Subaward, as detected through audits, monitoring activities or through other means. Appropriate correction action must be done promptly.

6.4 The Subrecipient must furnish to the County, upon request, information regarding payments claimed for services under this Subaward. All accounting records must be supported by source documentation and retained in order to show for what purposes funds were spent. All such records, including financial statements, shall be made available and produced for inspection when required by the County, its authorized agents, and/or state or federal personnel.

ARTICLE 7
PAYMENT

7.1 The parties agree that $4,279,441of CRF monies was transferred from Fairfax County to the Town on April 29, 2020.

ARTICLE 8
POST AWARD REQUIREMENTS

8.1 In accordance with 2 CFR § 200.303, the Subrecipient must establish and maintain effective internal control over the Subaward that provides reasonable assurance that the Subrecipient is managing the Subaward in compliance with federal statutes, regulations, and the terms and conditions of the Subaward.

8.2 Upon discovery of illegal activities including, but not limited to, employee embezzlement, theft of program assets, bribery, gratuities, or fraud, the Subrecipient must immediately report the activity to policing authorities for investigation and, in writing, to the County.

ARTICLE 9
NONCOMPLIANCE AND TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE:

A. If the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of the Subaward, the County may impose additional conditions. If the County determines that the Subrecipient's noncompliance cannot be remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate:

1. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

2. Wholly or partly suspend or terminate the Subaward.

3. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.

4. Withhold further federal subawards for the project or program.
5. Take other remedies that may be legally available.

9.2 TERMINATION:

A. The Subaward may be terminated in whole or in part as follows:

1. By the County if the Subrecipient fails to comply with the terms and conditions of the Subaward;

2. By the County for cause;

3. By the County upon termination of the Federal award by the Federal awarding agency.

4. By the County with the consent of the Subrecipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

5. By the Subrecipient upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety.

B. If the Subaward is terminated or partially terminated, the Subrecipient remains responsible for compliance with any applicable federal closeout and post-closeout adjustments and continuing responsibilities requirements.

9.3 NOTIFICATION OF TERMINATION:

A. In the event of a termination by the County, the County must provide the Subrecipient a notice of termination.

B. If the subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Federal award, the notice of termination must state that the termination decision may be considered in evaluating future applications received from the Subrecipient.

9.4 OPPORTUNITIES TO OBJECT, HEARINGS, AND APPEALS: The County must comply with any requirements for hearings, appeals, administrative proceedings, to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

9.5 EFFECTS OF SUSPENSION AND TERMINATION: Costs to the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of a subaward are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

A. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it; and

B. The costs would be allowable if the subaward was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

ARTICLE 10
SUBAWARD CLOSE OUT & POST CLOSE OUT ADJUSTMENTS

10.1 The closeout of the Subaward does not affect any of the following:

A. The rights of the County to disallow costs and recover funds because of a later audit or other review. Any disallowance determinations and notifications made by the County must be made in writing and within the record retention period.

B. The obligation of the Subrecipient to return any funds as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

C. Audit requirements in 2 CFR Part 200, Subpart F—Audit Requirements.

D. Property management and disposition requirements.

E. Records retention as required in Article 11 below.

10.2 After closeout of the Subaward, a relationship created under the Subaward may be modified or ended in whole or in part with the consent of the County and the Subrecipient, provided the responsibilities of the Subrecipient referred to in paragraph (11.1) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Subrecipient, as appropriate.

ARTICLE 11
RECORD RETENTION, ACCESS, AND AUDIT

11.1 The Subrecipient will adhere to the following retention requirements for records:

A. Financial records, supporting documents, statistical records, and all other Subrecipient entity records pertinent to the Subaward must be retained for a period of five (5) years from the date of submission of the final expenditure report or five (5) years from the date of the annual financial report for federal awards renewed quarterly/annually. The only exceptions are the following:

1. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;

2. When the Subrecipient is notified in writing by the County, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period;

3. Records for real property and equipment acquired with Federal funds must be retained for five (5) years after final disposition;

4. If records are transferred to or maintained by the County, the five (5) years retention requirement is not applicable to the Subrecipient;

5. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is

such a requirement, the retention period for the records pertaining to the earning of the program income starts from the Subrecipient fiscal year in which the program income is earned.

11.2 The Subrecipient will provide the County, its authorized agents, and/or state or federal personnel access to the Subrecipient's records and financial statements as necessary for the County to meet the requirements of 2 CFR § 200.331(a)(5) or under the following conditions:

A. If the Subaward is terminated for any reason in accordance with the provisions of these Subaward documents in order to arrive at equitable termination costs;

B. In the event of a disagreement between the Subrecipient and the County on the amount due the Subrecipient under the terms of this agreement;

C. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Subrecipient's efficiency or effectiveness under this Subaward;

D. If it becomes necessary to determine the County's rights and the Subrecipient's obligations under the Subaward or to ascertain facts relative to any claim against the Subrecipient that may result in a charge against the County;

E. If at any time during the course of the Subaward there are indications that the financial solvency of the Subrecipient may affect its ability to complete the terms of this agreement.

These provisions for an audit shall give the County access during normal working hours to the Subrecipient's books and records under the conditions stated above.

11.3 The Subrecipient further agrees to comply with the audit and reporting requirements defined by Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. A Subrecipient who expends $750,000 or more in combined federal funding during the Subrecipient's fiscal year is required at its expense to have an independent audit performed annually in accordance with the provisions of these parts. The single audit report(s) package must be submitted on-line to the Federal Audit Clearinghouse within the earliest of 30 calendar days after receipt of the auditor's report(s) by the Subrecipient, or nine months after the end of the audit period (https://harvester.census.gov/facweb/).

11.4 The Subrecipient who expends less than $750,000 in combined federal funding during the Subrecipient's fiscal year is required at its expense to have an independent audit of its financial statements performed annually in accordance with the provision of these parts. Federal funds are not to be used for Subrecipients exempt from the Single Audit Act or Subpart F unless included in the indirect cost pool for a cost allocation plan or indirect cost proposal. The Subrecipient will provide the annual audit report including the opinion letter, management letter, income statement, balance sheet, and notes to the financial statements, within nine months after the end of the Subrecipient's fiscal year.

11.5 Subrecipient to submit a schedule of federal expenditures including grant name, CFDA number, and total yearly expenditures in accordance with 2 CFR 200.507 (b)(2).

11.6 In accordance with 2 CFR § 200.521, the County is responsible for issuing a management decision for audit findings that relate to the Subaward within six months of acceptance of the audit report by the Federal Audit Clearinghouse. The Subrecipient must initiate and proceed with corrective action as rapidly as possible and corrective action should begin no later than upon receipt of the Subrecipient's audit report.

11.7 The Town will fully cooperate with the U.S. Department of the Treasury Office of the Inspector General, the Pandemic Response Accountability Committee, or any other federal agency, for the purpose of preventing and detecting fraud, waste, abuse, mismanagement of any Funds disbursed by the County to the Town, including making any and all books, documents, papers, and records of the Town related to the Project available for audit and examination.

ARTICLE 12
REQUIRED CERTIFICATIONS

12.1 Required Certifications include:

A. Debarment and Suspension. The Subrecipient certifies, by execution of Attachment B, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting County staff.

B. Byrd Anti-Lobbying Certification. Pursuant to 31 U.S.C. 1352 et seq., the Subrecipient certifies by execution of Attachment C that it adheres to the federal restrictions on lobbying using federal funds.

C. Conflict of Interest. Pursuant to 2 CFR § 200.112, the Subrecipient must disclose in writing any conflict of interest to the County in accordance with applicable Federal awarding agency policy.

ARTICLE 13
CLAIMS BETWEEN PARTIES

13.1 Neither party shall be responsible to the other party for losses and/or claims that result solely from the errors, omissions, or negligent acts of the other party, its officers, employees, volunteers or agents. Nothing herein shall be deemed an expressed or implied waiver of the sovereign immunity of the U.S. Department of Treasury or Fairfax County.

ARTICLE 14
REPRESENTATIONS AND WARRANTIES

14.1 Organization and Good Standing. The Subrecipient is a political subdivision of the Commonwealth of Virginia.

14.2 Authorization and Binding Effect of Documents. The execution and delivery of this Agreement by the Subrecipient has been duly authorized by all necessary organizational action. The Town understands that the County of Fairfax will rely on this certification as a material representation in making a direct payment to the Town.

ARTICLE 15
MISCELLANEOUS

15.1 Compliance with Federal, State, and County Laws. The Subrecipient must comply with all applicable federal and state laws, and with all County ordinances and requirements.

15.2 Amendments. Except as otherwise provided in this Agreement, any and all amendments, additions or deletions to this Agreement are null and void unless approved by the Parties in writing.

15.3 Conditional Funding Notification. The Parties agree that this Subaward supersedes any terms or conditions included in the Conditional Funding Notification provided by the County to its subrecipient.

15.4 Non-Discrimination. During the performance of this Subaward, the Subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Subrecipient, in accordance with Article 3, Section 2 of the Fairfax County Purchasing Resolution, as amended. Subrecipient will abide by the other requirements as stated forth in the Non-Discrimination provisions as set forth in Article 3, Section 2 of the Fairfax County Purchasing Resolution, as amended.

15.5 Drug Free Workplace. During the performance of this Subaward, the Subrecipient agrees to provide a drug-free workplace for the Subrecipient's employees in accordance with Article 3, Section 2 of the Fairfax County Purchasing Resolution, as amended and 2 CFR Part 182.

15.6 Americans with Disabilities Act Requirements. The County is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. The County's Subrecipients, lower tier Subrecipients, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County Subaward or contractual agreement must make the same commitment. Acceptance of this Subaward by the Subrecipient acknowledges the Subrecipient's commitment and compliance with ADA.

15.7 Venue. This Subaward and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this Subaward or any performance hereunder, shall be brought in the state courts of Fairfax County, Virginia, or in the United States

District Court, Eastern District of Virginia, Alexandria Division.

15.8 Immigration Reform and Control Act. Subrecipient agrees that it does not, and shall not, during the performance of the Subaward for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

15.9 Freedom of Information Act. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under the Subrecipient's control except as required under 2 CFR § 200.315 (Intangible property). Unless required by Federal, state, or local statute, the Subrecipient is not required to permit public access to its records. The Subrecipient's records provided to a Federal agency and the County generally will be subject to FOIA and applicable exemptions.

15.10 Protected Personally Identifiable Information (PII). The Subrecipient must take reasonable measures to safeguard protected PII and other information the County designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

15.11 Payment Card Industry Data Security Standards ("PCI-DSS"). If during the course of normal business operations the Subrecipient accepts electronic payments by payment card, including but not limited to debit cards and/or credit cards branded by VISA, MasterCard, Discover and/or American Express, then the Subrecipient shall at all times be responsible for and required to:

A. Ensure that all systems and technology adhere to the current PCI-DSS as required by the merchant service provider utilized by the Subrecipient; and

B. Provide upon request to the County evidence of PCI-DSS adherence for the Subrecipient's current evaluation period.

If after receiving the subaward, the Subrecipient begins accepting electronic payments by payment card, the above becomes enforceable immediately without notification required by either party, nor addendum to this agreement.

15.12 One Fairfax. One Fairfax is a social and racial equity policy that was adopted by the Board of Supervisors on November 21, 2017. The policy commits both the Board of Supervisors and the Fairfax County School Board to intentionally consider equity in decision-making and in the development and delivery of future policies, programs and services. It's a declaration that all residents deserve an equitable opportunity to succeed if they work hard – regardless of their race, color, sex, nationality, sexual orientation, income or where they live. Subrecipients must adhere to this policy and provide supporting documentation upon request. The One Fairfax policy can be read in its entirety at: https://www.fairfaxcounty.gov/topics/sites/topics/files/assets/documents/pdf/one-fairfax-policy.pdf.

15.13 County Owned or Leased Property. If the Subrecipient provides services under this agreement in county owned or leased property, then the Subrecipient shall execute a License Agreement with the Fairfax County Facilities Management Department for occupancy during the effective period of this agreement.

15.14 Registration in System for Award Management (SAM). If registered in SAM, the subrecipient must maintain an active SAM registration with current information at all times. Additionally, the subrecipient must perform due diligence in renewing and updating a SAM registration timely. Failure to do this may result in termination of the subaward.

ARTICLE 16
COUNTY CONTACT

16.1 Any questions pertaining to this Subaward Agreement shall be directed to:

Edwin de Castro, Contract Analyst
Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0014
Telephone Number: (703) 324-3597
E-mail: edwin.decastro@fairfaxcounty.gov

ACCEPTED BY:

Town of Herndon	**Fairfax County Government**
Signature: [signature]	Signature: _____
Name: William H. Ashton II	Name: Cathy A. Muse
Title: Town Manager	Title: Director/County Purchasing Agent
Date: 7/29/2020	Date: _____

Attachment A: Report Forms

Interim Report

Organization Name:
Contact Name:
Email:
Phone:
Website:
Award Total:
Interim Report Period: _____, 2020 to ___, 2020

Provide a detailed budget of expenditures for this funding during the Interim Report Period. Additional details can be provided in a brief supplemental narrative.

Category	Total Award Budget	Interim Amount Spent	Balance Remaining
Employee Salaries			
Employee Fringe Benefits			
Employee Payroll Taxes			
Hazard Pay			
Personal Protective Equipment			
Facility and Other Modifications			
Information Technology (Operations)			
Media and Communication			
Expanded Cleaning and Supplies			
Other (provide detail):			
Other (provide detail):			
Other (provide detail):			
Total			

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Printed Name of Representative: _____

Signature/Date: _____/_____

Attachment A: Report Forms

Final Report
Due by January 5, 2021

Organization Name:
Contact Name:
Email:
Phone:
Website:
Award Total:
Final Report Period: _____, 2020 to ___, 2020

Provide a detailed budget of expenditures for this funding during the Interim Report Period. Additional details can be provided in a brief supplemental narrative.

Category	Total Award Budget	Interim Amount Spent	Balance Remaining
Employee Salaries			
Employee Fringe Benefits			
Employee Payroll Taxes			
Hazard Pay			
Personal Protective Equipment			
Facility and Other Modifications			
Information Technology (Operations)			
Media and Communication			
Expanded Cleaning and Supplies			
Other (provide detail):			
Other (provide detail):			
Other (provide detail):			
Total			

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Printed Name of Representative: _____

Signature/Date: _____/_____

Attachment B: Debarment and Suspension

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Subrecipient entering into this Subaward.

1. The Subrecipient certifies, to the best of its knowledge and belief, that neither the Subrecipient nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of Subawards from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.

2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

3. The Subrecipient shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Subaward, the Subrecipient learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Subrecipient rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Subaward for default.

Printed Name of Representative: William H. Ashton II

Signature/Date: [signature] / 7/29/2020

Company Name: Town of Herndon, VA

Address: 777 Lynn St.

City/State/Zip: Herndon, VA 20170-4602

DUNS No: 074 818 535

Attachment C: Byrd Anti-Lobbying Certification

31 U.S.C. 1352 et seq.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et.seq.*)

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The SUBRECIPIENT, Town of Herndon, VA, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Printed Name of Representative: William H. Ashton II

Signature/Date: 7/29/2020

Company Name: Town of Herndon, VA

Address: 777 Lynn St.

City/State/Zip: Herndon, VA 20170-4602

DUNS: 074 818 535

TOWN OF Herndon
OFFICE OF THE TOWN ATTORNEY

STAFF REPORT

Town Council
August 4, 2020

Title:

Ordinance - Approving and authorizing the Mayor to sign a Lease Agreement between the Town and Susan Alger for property located at 195 Herndon Parkway.

Staff Contact:

Lesa J. Yeatts, Town Attorney
(703) 787-7370
lesa.yeatts@herndon-va.gov

Description:

The town owns a 1940's, 2,800 sq. ft., two-story brick residence located at 195 Herndon Parkway. The residence is situated within the park boundaries of Runnymede Park. The house contains three bedrooms and 2½ bathrooms and no central air conditioning. Usual maintenance activities have been adequate over the years and the house has recently been inspected by the Department of Public Works and our Risk Manager to make any necessary repairs prior to this proposed lease renewal.

In September 2002 the town approved a three-year lease with a former employee of the Virginia Department of Game and Inland Fisheries (Susan Alger). Since 2002, Ms. Alger and her son, Kyle, have served as informal overseers of the Park and provided a lower level of protection to the Park, especially during the hours when the Park is closed. The original lease with Ms. Alger was renewed in September 2005, September 2010, and September 2015, each for a five-year term. The tenant's current rent is $930 per month. The tenant pays all utilities except water, sewer and recycling services.

The proposed lease renewal would be for another five-year term beginning October 1, 2020 and ending September 30, 2025. The proposed monthly rents, which contain an annual rent escalator, are as follows:

October 1, 2020 through September 30, 2021	$930 per month
October 1, 2021 through September 30, 2022	$955 per month
October 1, 2022 through September 30, 2023	$980 per month
October 1, 2023 through September 30, 2024	$1,005 per month

October 1, 2024through September 30, 2025	$1,030 per month

Fiscal Impact:

Below is the schedule of total yearly payments that will be made to the Town based on the proposed monthly rents as previously listed:

First year of lease	$ 11,160
Second year of lease	$ 11,460
Third year of lease	$ 11,760
Fourth year of lease	$ 12,060
Fifth year of lease	$ 12,360
Total:	$58,800

Staff Recommendation:

The Mayor and Town Council adopt the attached Ordinance.

Attachments:

1. Draft Ordinance
2. Lease Agreement

Prepared and Approved by:

Lesa J. Yeatts

_____

Lesa J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

AUGUST 11, 2020

Ordinance - Approving and authorizing the Mayor to sign a Lease Agreement between the Town and Susan Alger for property located at 195 Herndon Parkway.

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

1. The Town Council approves a lease dated August 11, 2020, by which the Town would lease to Susan Alger, a residential dwelling at 195 Herndon Parkway, Herndon, Virginia. The rent shall be $930 per month, with a $25 escalation every year on October 1st during the lease term. The term shall be from October 1, 2020 through September 30, 2025. The lease may contain certain other terms agreed to by the Mayor and Town Manager.

2. This ordinance shall be effective on and after the date of its adoption.

LEASE AGREEMENT

THIS LEASE dated this 11th day of August 2020 between the TOWN OF HERNDON, a municipal corporation ("Landlord"), and SUSAN ALGER ("Tenant").

R E C I T A L S:

Landlord is the owner of certain premises consisting of a residential dwelling and adjacent yard, bearing the address of 195 Herndon Parkway, Herndon, Virginia 20170, ("the Premises")

Landlord has advised Tenant, and Tenant understands that the Premises is located in the midst of Runnymede Park (“Park”), a Town of Herndon nature park, and that this lease contains extraordinary language to protect the health of the flora and fauna of the Park and the sanctity and peace of the Park for the benefit of the public.

Landlord and Tenant have agreed that Tenant will lease the Premises from Landlord in consideration of the rent, and under the terms and conditions specified in this lease.

NOW, THEREFORE, the parties agree as follows:

1. Term, Rent, and Security Deposit. In consideration of the payment of rent to Landlord, Landlord leases to the Tenant the Premises from the October 1, 2020 for the term to expire on September 30, 2025. Tenant shall pay Landlord a graduated rent escalation per month as follows:

October 1, 2020 through September 30, 2021	$930 per month
October 1, 2021 through September 30, 2022	$955 per month
October 1, 2022 through September 30, 2023	$980 per month
October 1, 2023 through September 30, 2024	$1,005 per month
October 1, 2024through September 30, 2025	$1,030 per month

The first installment shall become due on October 1, 2020. Tenant shall pay to Landlord monthly installments on the 1st day of each month after that date in the amount of the rent. All rental payments shall be made without notice, demand, set-off or deduction. If any installment of rent is not paid within five days of its due date, Tenant shall pay to Landlord a late fee of $50.00 per late or non-paid installment. The unpaid amounts shall accrue interest at an annual rate of 10 percent from the date due until paid. Payment of rent, late, fees, and any other monies payable by Tenant to Landlord shall be made in by check or money order, at the address contained in paragraph 24 of this lease. If the rent has not been paid for two consecutive months, Tenant shall have relinquished rights of possession of the Premises, shall immediately leave the Premises, and shall immediately remove Tenant's possessions from the Premises; and the lease shall then terminate. A $50.00 fee will be charged Tenant for any check which is returned from the bank for any reason. Any returned check must be redeemed with cash within 24 hours of notification.

Tenant deposited with Landlord a $550.00 security deposit, to secure Tenant's faithful performance of this lease. No interest shall be paid on this deposit. Upon termination or expiration of this lease, Town may use this security deposit to satisfy financial outlays necessary due to Tenant's non-compliance with the lease (as determined by Landlord). Landlord shall return to Tenant any unused portion of the security deposit within thirty days after termination or expiration of this lease.

2. Assignment/Subletting. This lease shall not be assigned, and no portion of the Premises sublet without the prior written consent of the Landlord.

3. Use and Occupancy. The Premises shall be used for residential purposes for

Tenant and the following members of Tenant's family: Kyle R. Alger. No other persons may occupy the Premises.

4. Fixtures, Condition and Repair of Premises. Tenant accepts the Premises including the buildings and improvements thereon and any equipment on or in the leased Premises in their existing condition. Tenant shall at Tenant's own expense make necessary non-structural repairs and replacements to the Premises, including improvements and equipment. Such non-structural repairs and replacements, interior and exterior, ordinary and extraordinary, shall be made promptly when and as necessary in a quality and class at least equal to the original work. Tenant shall maintain the Premises in a clean and sanitary condition, keep the sidewalks and parking areas free of trash, snow and ice, and keep the grass cut and the yard and shrubbery maintained in a neat and orderly manner. Landlord's maintenance obligations under this lease are limited to structural repairs, repairs to the heating system, the plumbing and electrical systems (but not including fixtures), and repairs to major appliances owned by the Landlord and installed in the Premises at the commencement of this lease, only after notice of the need for such repairs not caused by the fault of Tenant.

5. Pets. Tenant may keep up to two dogs and up to two cats on the Premises subject to the following conditions.

(a) The dogs must be confined in the house or in a temporary fenced area which may be constructed adjacent to the house for containment of the dogs, with fence location and type subject to approval of the Town of Herndon Community Forrester for consistency with the Park setting and effectiveness of design and construction to contain the dogs.

(b) Tenant's dogs may be exercised in the Park on leash only. Tenant must pick up and properly dispose of droppings of her dogs.

(c) The cat or cats must be kept in the house at all times. The cat(s) shall not be allowed to roam free in the Park.

6. Utilities. The Tenant shall have registered in Tenant's name and promptly pay all bills for electric gas, and other utilities (not described in the next sentence) charged to the Premises. The utilities included in the rent are water, sewer, and recycling services.

7. Quiet Enjoyment. The Landlord shall give Tenant quiet enjoyment for the term of the lease, subject to the public's right to use the surrounding park, but not the Premises.

8. Premises. The Premises are located within Runnymede Park, a nature park. Tenant shall respect and accommodate her personal activities and those of the occupants to the natural setting of this house.

9. Tenants. Tenant must participate or must have participated in a two-hour orientation to Runnymede Park with the Town of Herndon Community Forester, within two weeks of move in. This orientation will increase the Tenant's enjoyment of the setting, as well as increase her awareness of the park's natural resources and benefits to residents and visitors.

10. Nature Programs. Tenant should be aware that weekly and weekend nature programs, along with a summer nature camp and other special programs, are regularly conducted in the Park.

11. Emergency. Tenant must notify the proper authorities in case of emergency or in case of unusual or strange behaviors in the Park, where such emergencies may pose a

danger to human or animal life or health or may damage the surrounding Park.

12. Landscaping. Tenant must adhere to Park policy regarding landscaping practices. Tenant shall use no chemicals in landscaping and shall not plant non-native plants on or about the Premises. Landscaping must be appropriate for a natural Park setting. Advice and guidance are available from the Town of Herndon Community Forester regarding appropriateness of species, location of plantings, acceptable fertilizers, and similar subjects.

13. Recycling. Tenant must practice recycling according to Town of Herndon standards.

14. Refuse. Accumulated trash and recyclables must be stored within the garage. In accordance with regulations for single-family residential zones in the Town of Herndon, recyclables may be set out at the corner of the Premises no more than 24 hours prior to the scheduled collection day.

15. Hazardous waste. There shall be no dumping or storing of hazardous materials including automotive oil, transmission fluid, and similar substances in an insecure manner on the Premises. Tenant must adhere to Town of Herndon emergency procedures, and ordinances regarding waste disposal.

16. Hunting. There shall be no hunting or trapping on the Premises or in the adjacent Park.

17. Parking. Parking of vehicles will be limited to those owned or leased by Tenant and members of Tenant's family as listed on the lease. Should significant additional parking be required for special events, parking for the event shall be coordinated with the

Town Manager.

18. Default. Time is the essence of this lease agreement. If Tenant fails to make any payments required under this lease, or to restrict occupancy of the Premises to those persons set out in this lease; or if Tenant uses the Premises for any other purposes than here stated; or if Tenant fails to maintain or occupy the Premises in the condition or under the terms here specified; or if Tenant vacates the Premises; or if Tenant violates any other term of the lease, Tenant shall be in default under this lease. If Tenant defaults or in any way violates any term of this lease, Landlord may accelerate the indebtedness due under the lease. Landlord reserves the right in the event of a default by Tenant to enter the Premises and remove any and all property of the Tenant, and to repossess the Premises.

19. Expenses of Landlord. Tenant shall pay to Landlord on demand all Landlord's expenses, including attorney's fees, which Landlord incurs in collecting Tenant's past due obligations or in enforcing any provision of this lease.

20. Legal Action by Landlord. If Tenant violates any term of this lease, Landlord may take any other action than that specified which is allowable by law for the enforcement of this lease.

21. Entry by Landlord. Landlord may enter the Premises for the purpose of inspecting the same or for making any repairs that Landlord may deem necessary or desirable, on reasonable notice to Tenant.

22. Insurance and Indemnification of Landlord. Tenant shall, at Tenant's cost, procure and pay for general public liability insurance insuring the acts of Tenant, family members, and guests in or about the Premises, naming Landlord as additional insured.

Tenant shall obtain fire insurance and extended coverage insuring Tenant's personal property. Tenant shall hold the Landlord, its employees, volunteers, officers, and officials, harmless and shall indemnify the Landlord, its employees, officers, and officials, for any and all liabilities, damages, claims, suits, actions, judgments, costs and expenses, including attorney's fees, resulting from any incident which occurs on the Premises, except if caused by the negligence of Landlord. Tenant will deliver to the Landlord copies of such insurance policies or certificates showing the same to be in force during the term of this lease. Landlord may procure, at its expense, fire, liability and extended coverage insurance for the Premises.

23. Binding on Heirs/Assigns. This lease shall bind the successors and permitted assigns of the parties.

24. Notice. Notice to Landlord may be mailed or delivered to the Office of the Town Attorney, 777 Lynn Street, Herndon, Virginia 20170. Any notice to Tenant shall be delivered or mailed to Tenant or adult occupant at the Premises.

25. Lease Termination. The lease may be terminated by either party by providing at least 60 days written notice to the other. This lease shall terminate on the destruction of the Premises or the damage to the Premises to such an extent as to render the residence uninhabitable (as determined by Landlord). Upon termination under this paragraph, rent shall be equitably prorated.

26. Access to Premises by Landlord Representatives. Landlord shall have the rights to exhibit the Premises to prospective purchasers or tenants, upon reasonable notice to the Tenant and to post a "For Sale" or “For lease” sign in the front yard of the Premises.

27. Surrender of Premises. At the expiration of the tenancy here created, Tenant shall surrender the Premises in the same condition as the Premises was in at the commencement of this lease, reasonable wear and tear expected, and shall surrender all keys for the Premises to Landlord.

TOWN OF HERNDON, VIRGINIA

by: _____
Lisa C. Merkel, Mayor

ATTEST:

_____
Town Clerk

_____
Susan Alger

APPROVED AS TO FORM:

_____
Lesa J. Yeatts, Town Attorney

TOWN OF Herndon
OFFICE OF THE TOWN ATTORNEY

STAFF REPORT

Town Council
August 4, 2020

Title:

Ordinance - Approving and authorizing the Mayor to sign a Lease Agreement between the Town and Michael S. Mueller for property located at 1270 Old Heights Road.

Staff Contact:

Lesa J. Yeatts, Town Attorney
(703) 787-7370
lesa.yeatts@herndon-va.gov

Description:

In 1985 the town constructed a two-story house at 1270 Old Heights Road which is situated within the Herndon Centennial Golf Course grounds. The house was then leased to the town's previous Golf Course Superintendent as his principal place of residence. This arrangement was a requirement of his employment contract with the town. The house, which contains three small bedrooms and 2 ½ baths, is in very good condition having been consistently maintained over the years by the current and previous superintendents and Public Works building maintenance staff. The house has also recently been inspected by the Department of Public Works and our Risk Manager to make any necessary repairs prior to this proposed lease renewal.

The current Golf Course superintendent assumed his duties in August 2002. His employment agreement requires him to maintain his residence at the 1270 Old Heights Road house. Given that the Golf Course superintendent resides at the house for the convenience of the town (which includes functioning as an overseer of the course during non-operational hours and assuming "on-call" duties for the course) a negotiated monthly rent was approved by Town Council. As part of the lease, the superintendent pays all residential utilities, including water, sewer and recycling services. In August 2002 a new three-year lease agreement was approved by Council, followed by two five-year renewals in September 2005 and in September 2015.

The proposed lease renewal would be for another five-year term beginning October 1, 2020 and ending September 30, 2025. The proposed monthly rents, which contain an annual rent escalator, are as follows:

October 1, 2020 through September 30, 2021	$995 per month

October 1, 2021 through September 30, 2022	$1,020 per month
October 1, 2022 through September 30, 2023	$1,045 per month
October 1, 2023 through September 30, 2024	$1,070 per month
October 1, 2024 through September 30, 2025	$1,095 per month

Fiscal Impact:

Below is the schedule of total yearly payments that will be made to the Town based on the proposed monthly rents as previously listed:

First year of lease	$ 11,940
Second year of lease	$ 12,240
Third year of lease	$ 12,540
Fourth year of lease	$ 12,840
Fifth year of lease	$ 13,140
Total:	$62,700

Staff Recommendation:

The Mayor and Town Council adopt the attached Ordinance.

Attachments:

1. Draft Ordinance
2. Lease Agreement

Prepared and Approved by:

Lesa J. Yeatts

_____

Lesa J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

ORDINANCE

AUGUST 11, 2020

Ordinance - Approving and authorizing the Mayor to sign a Lease Agreement between the Town and Michael S. Mueller for property located at 1270 Old Heights Road.

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

1. The Town Council approves a lease dated August 11, 2020, by which the Town would lease to Michael S. Mueller, a residential dwelling at 1270 Old Heights Road, Herndon, Virginia. The rent shall be $995 per month, with a $25 escalation every year on October 1st during the lease term. The term shall be from October 1, 2020 through September 30, 2025. The lease may contain certain other terms agreed to by the Mayor and Town Manager.

2. This ordinance shall be effective on and after the date of its adoption.

LEASE AGREEMENT

THIS LEASE dated this 11th day of August 2020 between the TOWN OF HERNDON, a municipal corporation ("Landlord"), and Michael S. Mueller ("Tenant").

R E C I T A L S:

Landlord is the owner of certain premises bearing the address of 1270 Old Heights Road, Herndon, Virginia 20170, ("the Premises"); and Landlord and Tenant have agreed that Tenant will lease the Premises from Landlord in consideration of the rent, and under the terms and conditions specified in this lease:

NOW, THEREFORE, the parties agree as follows:

1. Term, Rent, and Security Deposit. The Landlord leases to the Tenant the Premises known as 1270 Old Heights Road, Herndon, Virginia 20170, from October 1, 2020, for the term of five years to expire on September 30, 2025. Tenant shall pay Landlord a graduated rent escalation per month as follows:

October 1, 2020 through September 30, 2021	$995 per month
October 1, 2021 through September 30, 2022	$1,020 per month
October 1, 2022 through September 30, 2023	$1,045 per month
October 1, 2023 through September 30, 2024	$1,070 per month
October 1, 2024 through September 30, 2025	$1,095 per month

The first installment shall become due on October 1, 2020. Tenant shall pay to Landlord monthly installments on the 1st day of each month after that date in the amount of the rent. All rental payments shall be made without notice, demand, set-off or deduction. If any installment of Rent is not paid within five days of its due date, Tenant shall pay to Landlord a late fee of Fifty dollars per late or non-paid installment. The unpaid amounts shall accrue interest at an annual rate of 10 percent from the date due until paid. Payment of rent, late fees, and any other monies payable by Tenant to Landlord shall be made by check or money order, at the address contained in paragraph 14 of this lease. If the rent

has not been paid for two consecutive months, Tenant shall have relinquished rights of possession of the Premises, shall immediately leave the Premises, and shall immediately remove Tenant's possessions from the Premises; and the lease shall then terminate.

A $50.00 fee will be charged for any check which is returned from the bank for any reason. Any returned check must be redeemed with cash within 24 hours of notification.

Tenant deposited with Landlord a $550.00 security deposit, to secure Tenant's faithful performance of this lease. No interest shall be paid on this deposit. Upon termination or expiration of this lease, Town may use this security deposit to satisfy financial outlays necessary due to Tenant's non-compliance with the lease (as determined by Landlord). Landlord shall return to Tenant any unused portion of the security deposit within thirty days of termination or expiration of this lease.

2. Assignment/Subletting. This lease shall not be assigned, and no portion of the Premises sublet, without the prior written consent of the Landlord.

3. Use and Occupancy. The Premises shall be used for residential purposes for Tenant. No other persons may occupy the Premises.

4. Fixtures, Condition and Repair of Premises. Tenant accepts the Premises including the buildings and improvements thereon and any equipment on or in the leased Premises in their existing condition. Tenant shall at Tenant's own expense make necessary non-structural repairs and replacements to the Premises, including improvements and equipment. Such non-structural repairs and replacements, interior and exterior, ordinary and extraordinary, shall be made promptly when and as necessary in a quality and class at least equal to the original work. Tenant shall maintain the Premises in a clean and sanitary condition, keep the sidewalks and parking areas free of trash, snow and ice, and keep the grass cut and the yard and shrubbery maintained in a neat and orderly manner. Landlord's maintenance obligations under this lease are limited to structural repairs, repairs to the

heating system, the plumbing and electrical systems (but not including fixtures), and repairs to major appliances owned by the Landlord and installed in the Premises at the commencement of this lease, only after notice of the need for such repairs not caused by the fault of Tenant.

5. Pets. Tenant may keep up to two dogs and up to two cats on the Premises.

6. Utilities. The Tenant shall have registered in Tenant's name and promptly pay all bills for all utilities charged to the Premises. The utilities payable by Tenant include water, sewer, recycling services, electric, gas, telephone, and cable television.

7. Quiet Enjoyment. The Landlord shall give Tenant quiet enjoyment for the term of the lease.

8. Default. Time is the essence of this lease agreement. If Tenant fails to make any payments required under this lease, or to restrict occupancy of the Premises to those persons set out in this lease; or uses the Premises for any other purposes than here stated; or fails to maintain the Premises in the condition here specified, or vacates the Premises, or violates any other term of the lease, Tenant shall be in default under this lease. If Tenant defaults or in any way violates any term of this lease, Landlord may accelerate the indebtedness due under the lease. Landlord reserves the right in the event of a default by Tenant to enter the Premises and remove any and all property of the Tenant and to repossess the Premises.

9. Expenses of Landlord. Tenant shall pay to Landlord on demand all Landlord's expenses, including attorney's fees, which Landlord incurs in collecting Tenant's past due obligations or in enforcing any provision of this lease.

10. Legal Action by Landlord. If Tenant violates any term of this lease, Landlord may take any other action than that specified which is allowable by law for the enforcement of this lease.

11. Entry by Landlord. Landlord may enter the Premises for the purpose of inspecting the same or for making any repairs that Landlord may deem necessary or desirable, on reasonable notice to Tenant.

12. Insurance and Indemnification of Landlord. Tenant shall, at Tenant's cost, procure and pay for general public liability insurance insuring the acts of Tenant and guests in or about the Premises, naming Landlord as additional insured, and Tenant shall obtain fire insurance and extended coverage insuring Tenant's personal property. Tenant shall hold the Landlord, its employees, officers, and officials, harmless and shall indemnify the Landlord, its employees, officers, and officials, for any and all liabilities, damages, claims, suits, actions, judgments, costs and expenses, including attorney's fees, resulting from any incident which occurs on the Premises, except if caused by the negligence of Landlord. Tenant will deliver to the Landlord copies of such insurance policies or certificates showing the same to be in force during the term of this lease. Landlord may procure at its expense fire, liability and extended coverage insurance for the Premises.

13. Binding on Heirs/Assigns. This lease shall bind the successors and assigns of the parties.

14. Notice. Notice to Landlord may be mailed or delivered to the Office of the Town Attorney, 777 Lynn Street, Herndon, Virginia 20170. Any notice to Tenant shall be delivered or mailed to Tenant or adult occupant at the Premises.

15. Lease Termination. The lease may be terminated by either party by providing at least 60 days written notice to the other. This lease shall terminate on the destruction of the Premises or the damage to the Premises to such an extent as to render the residence uninhabitable (as determined by Landlord). Upon termination under this paragraph, rent shall be equitably prorated. Tenant serves as Golf Course Superintendent for Landlord and Tenant is required to occupy the Premises on the Herndon Centennial Golf Course as a

condition of employment. This lease will be terminated sixty days after Tenant's employment as Superintendent ceases due to resignation, termination, lay-off, retirement, or death.

16. Access to Property by Landlord, Realtors, Agent and Their Duly Designated Representatives. Landlord shall have the rights to exhibit the Premises to prospective purchasers or tenants, upon reasonable notice to the Tenant and to post a "For Sale" or "For Lease" sign in the front yard of the Premises.

17. Surrender of Premises. At the expiration of the tenancy here created, Tenant shall surrender the Premises in the same condition as the Premises was in at the commencement of this lease, reasonable wear and tear expected, and shall surrender all keys for the Premises to Landlord.

TOWN OF HERNDON, VIRGINIA

by: _____
Lisa C. Merkel, Mayor

ATTEST:

_____
Town Clerk

_____
Michael S. Mueller

APPROVED AS TO FORM:

_____
Lesa J. Yeatts, Town Attorney

TOWN OF HERNDON, VIRGINIA

RESOLUTION

AUGUST 11, 2020

Resolution- to reappoint George Burke and Sean Regan to the Herndon Planning Commission.

BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby reappoints the following individuals as "town resident" members to the Herndon Planning Commission:

- **George Burke** for a four-year term ending July 31, 2024; and
- **Sean Regan** for a four-year term ending August 31, 2024.