



TOWN COUNCIL
Work Session
Civic Center
February 11, 2016
6:00 p.m.

1. Call to Order: Roll Call

2. Order of Business
 - A. VDOT Route 642 Project
 - B. Water and Wastewater Update

3. Motion to Adjourn

February 1, 2016

Route: 642
State Project: 0642-065-577, R201
Federal Project: STP-065-5(027)
County: Northampton
UPC: 103391

RIGHT OF WAY - Property of the Town of Cape Charles, Virginia
Drainage Ditch Adjacent to State Route 0642

To: Ms. Lori A. Snider
State Right of Way & Utilities Director

THIS AGREEMENT is made this ____ day of February, 2016, between the Town of Cape Charles, a political subdivision of the Commonwealth of Virginia, (the "Town"), and the Virginia Department of Transportation ("VDOT"),

WITNESSETH:

WHEREAS, VDOT has declared that a public necessity exists to improve State Route 642 from Route 1117 to 0.61 miles west of Route 641 on Route 184 in the County of Northampton, Virginia; and,

WHEREAS, the Town owns a drainage easement over several parcels of property on the Project pursuant to Quitclaim Deed of Easement recorded among the land records of Northampton County, Virginia in Deed Book 227, at page 778 (the "Quitclaim Deed"), upon which VDOT must enter in order to complete the Project.

NOW, THEREFORE, in consideration of the benefits to be derived by the Town from the construction of the Project, the parties agree as follows:

1. Plans for the construction and improvements to Route 642 have been fully explained to the Town, and the Town is fully aware of the effects on its easement interest.
2. The Town hereby grants to VDOT and to its employees, agents, contractors or assigns (hereinafter collectively referred to as VDOT's "Agents") the right to enter upon portions of the land encumbered by the Town's drainage easement (the "Property") for the purpose of completing the Project; the portions of the Property upon which this right to enter is granted are shown outlined in GREEN on Plan Sheets 7, 7B, 7C, 8, and 8B, copies of which are attached hereto and made a part of this Agreement.
3. By executing this Agreement, the Town does not, and will not be required to, during the life of this Agreement, assume any liability or responsibility for loss of, or damage to, the property or equipment of VDOT or its Agents or for any injury to, or death of, any third party, any of VDOT's Agents or any of the Town's employees, contractors, agents or assigns arising out of, or in any way connected with, the construction of the Project, unless such damage, loss, injury or death is caused by the negligent acts or omissions of the Town, its employees, agents, contractors or assigns.
4. By executing this Agreement, the Town does not assume the responsibility for acts or omissions of persons or forces not employed by the Town.
5. VDOT covenants that it will exercise reasonable care in using the Property, and will not damage Town owned land, if any, adjacent to the Property.

6. Upon completing the Project, VDOT will, with the exception of the areas upon which any facilities are constructed or improved, restore the Property as close as reasonably possible to the condition it was in just prior to VDOT's entry upon the Property.
7. Unless the parties hereto agree otherwise, this right of entry shall automatically terminate, without further action by either party, on the earlier of (i) December 31, 2017 or (ii) sixty (60) days after the date the project is completed.
8. VDOT represents that all work conducted by VDOT or VDOT's Agents on the Property will not adversely affect or impair the operation of any business existing on Town owned property outside the boundaries of the Property.
9. This Agreement, and all rights and privileges granted to VDOT, and the exercise thereof, are subject to all terms, conditions, restrictions, and rights in the Quitclaim Deed and in the Deed of Easement from the Town to the United States of America dated July 16, 1987 and recorded among the aforementioned land records in Deed Book 227 at page 794.

WITNESS the following signatures and seals:

APPROVED AS TO FORM:

Town Attorney

VDOT

By: _____SEAL

Name: Wali Zaman

Title: Assistant L & D Engineer / Project manager

TOWN OF CAPE CHARLES

By: _____SEAL

Name: _____

Title: _____