

COMMONWEALTH OF VIRGINIA
COUNTY OF YORK

Right-of-Way Grant No. 4290-6-001

effective date:
expiration date:

United States Department of the Interior
National Park Service
Right-of-Way Grant for
Colonial National Historical Park

WHEREAS, the County of York, Virginia, (hereinafter County) has applied to the United States of America (hereinafter Grantor) for a right-of-way to install a sewer line within the boundaries of Colonial National Historical Park (hereinafter Park) a Unit of the National Park System, United States Department of Interior; and

WHEREAS, the Grantor administers the Park that was established as a unit of the National Park System, United States Department of the Interior pursuant to 16 U.S.C. 81-81a; and

WHEREAS, the Director of the National Park Service (or his delegate) is required pursuant to 16 U.S.C. 1a-1 to authorize only those uses of land within the Park which will not be a derogation of the values and purposes for which the Park was established, except as may have been or shall be directly and specifically provided by Congress; and

WHEREAS, 16 U.S.C. 79 authorizes the use of rights-of-way through the Park for pipes, pipelines or other water conduits for domestic, public or any other beneficial uses, provided that the Director (or his delegate) finds that the same is not incompatible with the public interest; and

WHEREAS, the National Park Service has promulgated interim regulations at Title 36 Code of Federal Regulations, Part 14, regarding grants of rights-of-way over and across lands administered by the National Park Service; and

WHEREAS, the National Park Service has determined that the use of the Park lands for the installation of the subject new sewer line is not incompatible with the public interest; and

WHEREAS, the County has affirmed that the subject new sewer line will be on Park land for a distance of 70 feet tying into an existing 800' line that crosses park lands in an area located between the existing Yorkshire Townhouses and the Naval Weapons Station property along State Route 238. The purpose and intent of the sewer line will be to provide service to the residents of the Yorkshire Townhouses, York County, Virginia.

EXPIRES: 8/6/2036

509R
term

WITNESSETH:

That the United States, through the National Park Service, an agency of the Department of the Interior, acting pursuant to U.S.C. 79 and its regulations at 36 CFR 14.1 et seq., hereby grants to the County, a right-of-way across Federal lands, to wit: the Colonial National Historical Park for the construction, operation, and maintenance of a sewer line subject to the terms and conditions set hereinafter.

Furthermore, that the Grantor waives the required annual fee for said right-of-way in accordance with 36 CFR 14.26(c)(1).

LEGAL DESCRIPTION OF RIGHT-OF-WAY

A strip of land situated in Colonial National Historical Park, York County, Virginia; said strip is being set out in a set of three drawings prepared by the Engineering Division, York County Public Works and Utilities, dated November 12, 1985, and titled "Lackey Area Sewer System Phase 1, Job Number 1005", attached hereto and made a part hereof. The said strip of land is more particularly described as follows:

A strip of land 20 feet wide situated immediately west of Coordinate N-15-35-E entering the Park from Williamsburg Road (SR 238) in a northerly direction for a distance of 70 feet and a strip of land 15 feet wide beginning 50 feet west of (SR 238) at N-15-35-E proceeding in a westerly direction a distance of 525 feet, then proceeding 5 north for a distance of 275 feet, exiting the Park at N-15-12-45-W, which is located 112.5 feet from (SR 238), containing a total of .32 acres more or less.

AUTHORITY TO ENTER INTO AGREEMENT FOR GRANT OF RIGHT-OF-WAY

The County represents and warrants to the United States that:

(1) it is duly authorized and empowered under applicable laws of the Commonwealth and by its charter and bylaws to enter into and perform this agreement in accordance with the provisions hereof;

(2) its Board of Supervisors, or duly authorized executive committee, has duly approved, and has duly authorized the execution, delivery, and performance by it of this agreement by the County Administration;

(3) that all action that may be necessary or incidental to the approval of this agreement, and the due execution, delivery, and performance hereof by County has been taken; and

(4) that all of the foregoing approvals, authorizations, and actions are in full force and effect at the time of the execution and delivery of this agreement.

PERMITTED USE OF RIGHT-OF-WAY BY COUNTY

The rights-of-way hereby granted are for the sole purpose of constructing, operating and maintaining a sewer line across the above described lands, application for which was made in writing to the Superintendent, Colonial National Historical Park (hereinafter Superintendent) on November 13, 1985, by the County. That in utilizing the right-of-way herein granted, the County agrees to comply with and be bound by laws and regulations regarding the use and occupancy of lands administered by the Service and by the terms of this grant.

DEVIATION FROM APPROVED RIGHT-OF-WAY

The County agrees that it will not deviate from the location of the approved right-of-way in its construction of the subject sewer line. All ingress and egress for construction, maintenance, and operation of the sewer line shall be restricted to the grant of right-of-way herein. In the event that the County determines that ingress and egress over Park lands, not the subject of the grant of right-of-way herein, is necessary for the construction, maintenance, and operation of the subject sewer line, then the County must apply, in writing, to the Superintendent for additional right-of-way for such ingress and egress.

EFFECTIVE DATE OF THE GRANT OF RIGHT-OF-WAY

The grant of the right-of-way hereby made shall terminate FIFTY (50) years from the effective date hereof, at noon, Virginia time, unless prior thereto it is relinquished, abandoned, or otherwise terminated pursuant to the provisions of this grant or of any applicable Federal law or regulation. The effective date of this grant shall be the date of its execution by the Director (or his delegate).

FEES FOR USE AND OCCUPANCY

The Grantor and County understand and agree under the interim guidelines for rights-of-way the annual fee for utilization of government lands by a municipality is waived according to 36 CFR 14.26(c)(1). The County further agrees that when final rules are promulgated regarding rights-of-ways, that they will be responsible for paying any fees that may be established.

RENEWAL OF RIGHT-OF-WAY

Unless relinquished, abandoned, or otherwise terminated pursuant to the provisions of the grant or of any applicable Federal law or regulations, the County may make application to the Superintendent, within six months of its expiration date, for renewal of the grant of right-of-way herein.

Upon request the County shall file, in accordance with the existing National Park Service regulations, a written application to renew the right-of-way granted herein, and shall agree to comply with all the laws and regulations existing at such application date governing the occupancy and use of the lands of the Park for the purposes desired. The existing right-of-way grant will be extended subject to then existing and future rules and regulations, pending consideration of the application for renewal.

DISPOSAL OF PROPERTY ON TERMINATION OF RIGHT-OF-WAY

Upon the termination of the subject right-of-way grant by expiration or by prior cancellation, in the absence of any agreement to the contrary, if all monies due the Government thereunder have been paid, the County shall be allowed six months, or such additional time as may be granted, in which to remove from the right-of-way all property or improvements of any kind placed thereon by them; and if not removed within the time allowed, all such property and improvements shall become the property of the Grantor.

NONUSE OR ABANDONMENT

It is hereby understood and agreed by the parties hereto that all or any part of the right-of-way granted herein may be forfeited and annulled by declaration of the Grantor in the event of nonuse for a period of two years or for abandonment by the County.

REIMBURSEMENT OF COSTS

Payment of fees and expenses incurred by the Grantor as a result of this grant are waived in accordance with 36 CFR 14.22(a)(2).

TERMS AND CONDITIONS

The grant herein made is subject to the following terms and conditions:

(1) This grant shall not be construed as a grant of permanent interest of right-of-way or as an abandonment of use and occupancy of the premises described in this grant, anything herein contained to the contrary notwithstanding.

(2) This right-of-way grant may be terminated upon breach of any of the stated conditions or at the discretion of the Director of the National Park Service.

(3) The County shall comply with all applicable State and Federal law and existing regulations promulgated thereunder in the construction, operation and maintenance of the sewer line.

(4) Prior to start of construction on Park lands, the Superintendent shall be notified. All work on Park lands shall be completed to the satisfaction of the Superintendent or his representative.

(5) The portion of the sewer line to be installed underground within the road shoulders of public roads shall comply with the specifications of the highway department having jurisdiction. Detailed procedures of installation are also subject to approval in advance of construction by the Superintendent or his representative.

(6) If required, the County shall file a performance bond with satisfactory surety payable to the United States to fully insure compliance with the grant terms and conditions.

(7) The County shall pay the United States for any damage resulting from this grant which would not reasonably be inherent in the use which the County is authorized to make of the land described herein.

(8) Use by the County of the land covered herein is subject to the right of the Grantor to establish trails, roads, and other improvements and betterments over, upon or through said premises, and further to the use by travelers and others of such roads, trails, and other improvements already existing. If it is necessary to exercise such right, every effort will be made by the Park to refrain from unduly interfering or preventing use of the land by the County for the purposes intended under this grant.

(9) The County shall take adequate measures as directed and approved by the Superintendent to prevent or minimize damage to Park resources. This may include restoration, soil conservation and protection measures, landscaping, and repairing roads, trails, fences, etc. The County shall dispose of brush and other refuse as required by the Superintendent. The Superintendent or his representative may enter and inspect the area and facilities as deemed necessary and without restriction.

(10) The County will halt construction activities and notify the Superintendent upon discovery of archeological, paleontological, or historical findings. All artifacts unearthed are the property of the Grantor.

(11) No timber may be cut or destroyed without first obtaining a permit from the Superintendent. The Grantor will be reimbursed for the market value of the trees removed.

(12) Use of pesticides and/or herbicides in the construction and maintenance operations on Park lands is strictly prohibited.

(13) County shall have a right of ingress and egress within the right-of-way at all times for the purposes of constructing, maintaining, operating, or removing the sewer line and appurtenances. Trucks, tractors, and other maintenance and construction equipment of the County or its agents shall not use the Colonial Parkway for access to the work area or for hauling men, supplies, and equipment; construction of the sewer line shall be accomplished in a manner not requiring the crossing of the Parkway or interfering with traffic flow by equipment.

(14) In the event any facilities covered by this grant should interfere with future Park construction, the County agrees to relocate them at no cost to the Park within 60 days after written notice to a point designated by the Superintendent.

(15) The County agrees to take such soil and resource conservation and protection measures, including weed control, on the right-of-way herein granted as the Superintendent may request.

(16) The County agrees to do everything reasonably within its power, both independently and on request of the Superintendent, to prevent and suppress fires on and adjacent to the right-of-way granted herein.

(17) The County agrees that the right-of-way granted herein shall be subject to the express condition that the exercise thereof will not unduly interfere with the management and administration by the United States of the lands affected thereby, and that the County agrees and consents to the occupancy and use by the Grantor, its grantees, permittees, or lessees of any part of the right-of-way not actually occupied or required by the project, or the full and safe utilization thereof, for necessary operations incident to such management, administration, or disposal.

(18) The County agrees that the right-of-way granted herein shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Grantor to be necessary, without liability or expense to the Park, so as not to conflict with the use and occupancy of the land for any authorized works which may hereafter be constructed thereon under the authority of the Park.

(19) Upon expiration, revocation or termination of this grant, the County shall leave the lands subject to the grant in as nearly the original condition as possible, as directed and approved by the Superintendent.

(20) During the performance of this grant, the County agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin. The County will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

(21) No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

(22) No transfer of the grant will be recognized unless and until it is first approved in writing by the Director of the National Park Service. Such a transfer must be filed in accordance with existing regulations at the time of transfer, and must be supported by the stipulation that the assignee agrees to comply with and to be bound by the terms and conditions of the grant of right-of-way.

(23) Any alterations to this grant must be in writing and signed by the parties hereto. Renewals will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.

(24) Only vegetation that must be cut for sewer line construction will be removed. Any trees that must be removed shall be replaced in kind. The area of the right-of-way shall be reseeded with indigenous grasses and shrubs.

(25) Any underground utilities previously located within this right-of-way which are damaged or disrupted during maintenance shall be repaired or restored by the County within four hours.

(26) The County shall be responsible for the provision and maintenance of proper signs, barricades or other means of warning motorists and pedestrians of danger during all periods of construction and maintenance.

(27) At the completion of maintenance work the Superintendent or his representative will inspect the area to assure that all National Park Service requirements have been met.

(28) The Superintendent will be notified before maintenance of the sewer line is performed.


COMPLIANCE

Failure of the County to comply with any provision of this right-of-way grant shall constitute grounds for immediate termination of this grant.

WAIVER NOT CONTINUING

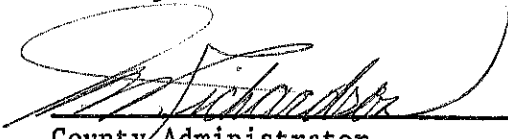
The waiver of any breach of any provision of this right-of-way grant, whether such waiver be expressed or implied, shall not be construed to be a continuing waiver or a waiver of, or consent, to any subsequent or prior breach of the same or any other provision of this grant.

IN WITNESS WHEREOF, the Director of the National Park Service, acting on behalf of the United States, in the exercise of his delegated authority from the Secretary of the Department of the Interior, has caused this Grant of Right-of-Way to be executed this 6th day of August . 19 86 .

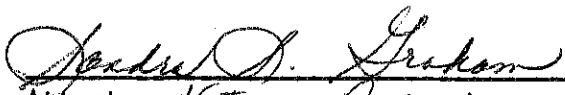


Denis P. Galvin
Acting Director
National Park Service
United States Department of the Interior

ACCEPTED THIS 1st day of July, 19 88.



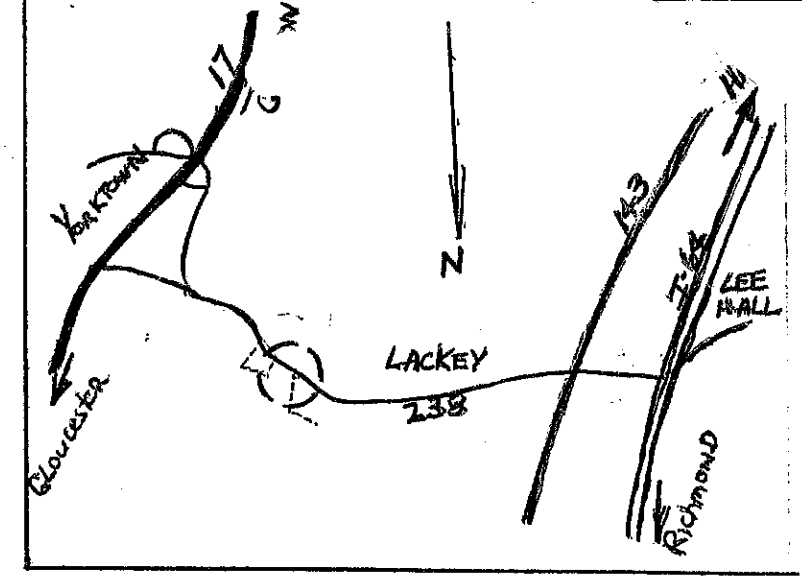
County Administrator
York County, Virginia



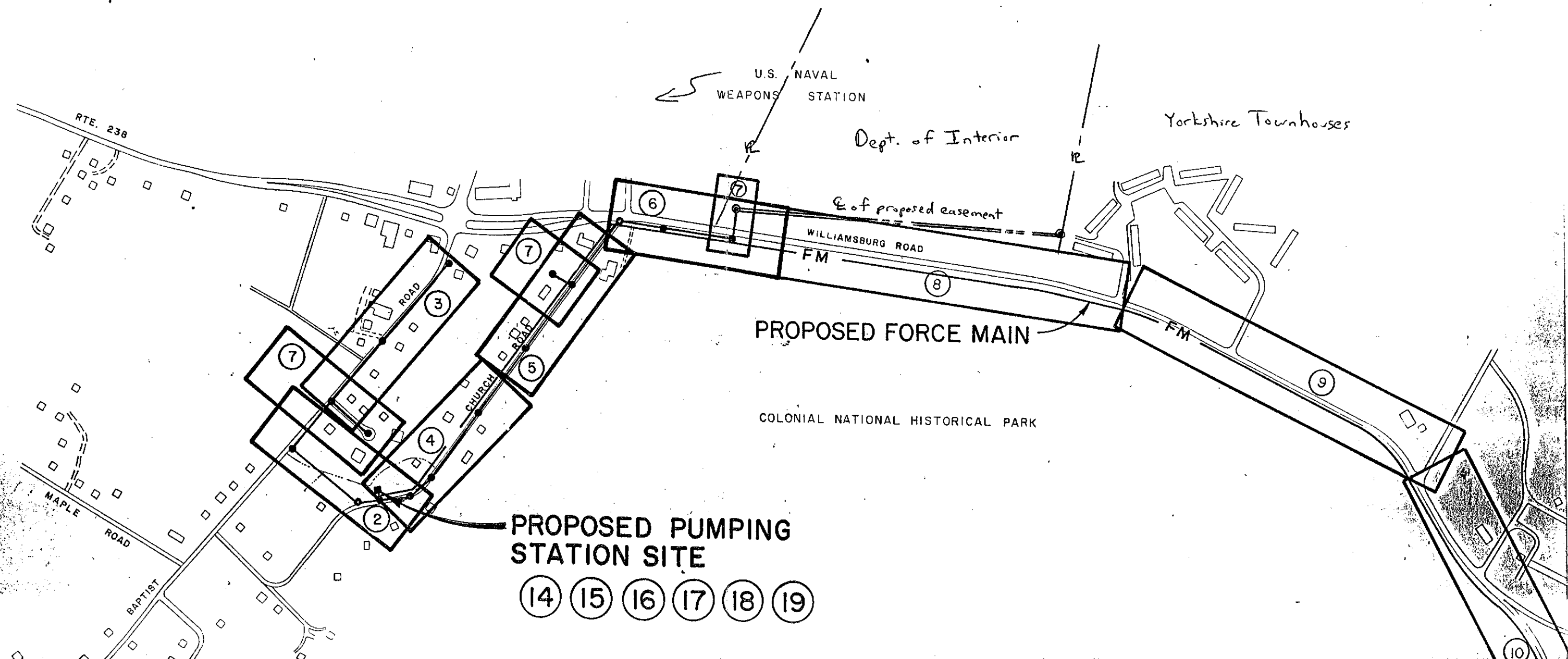
Attest Notary Public
ethy Commission expires 8/7/89

LACKEY AREA

SANITARY SEWER SYSTEM (PHASE I)

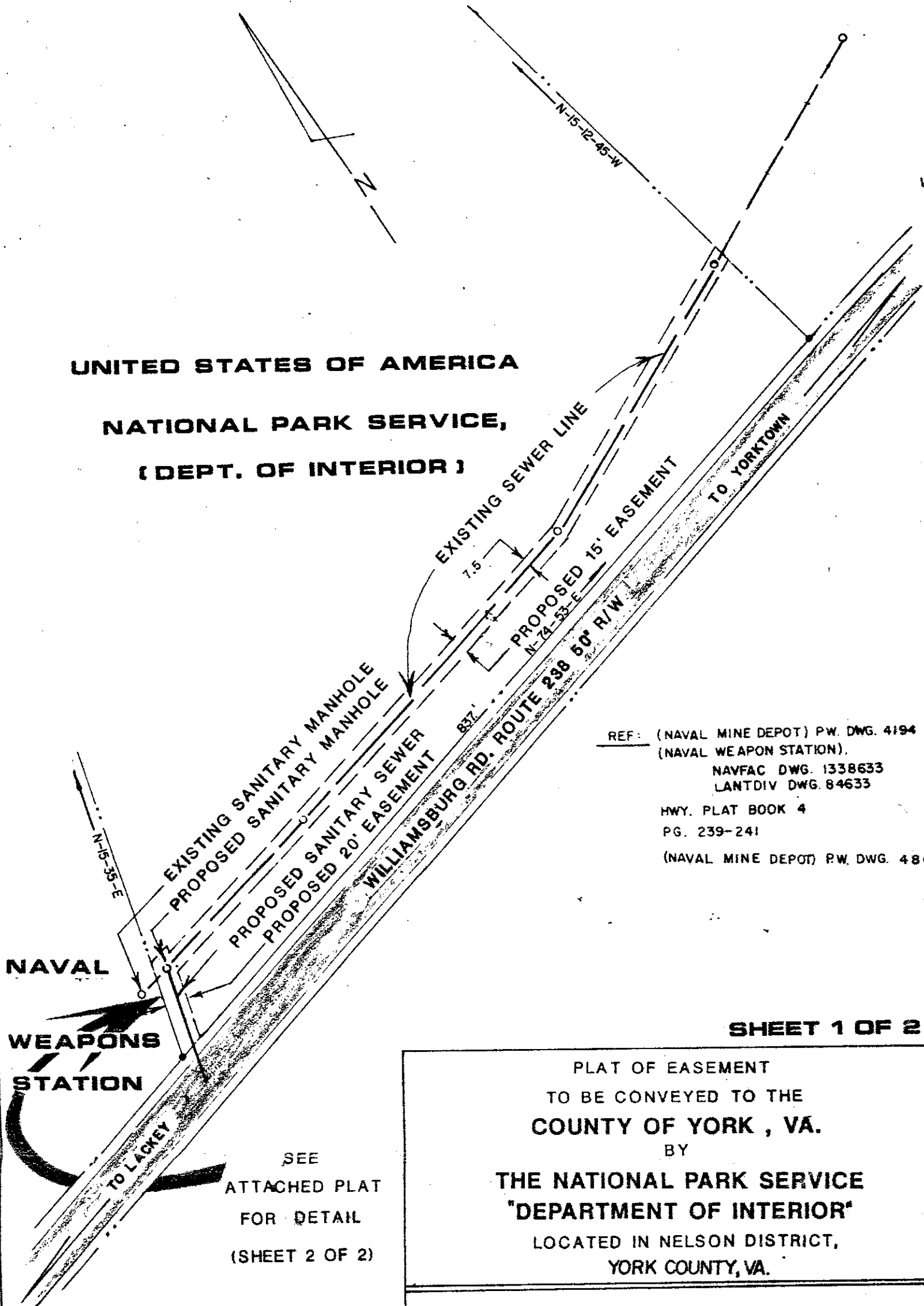


Vicinity Map



J & ASSOCIATES
(YORKSHIRE TOWNHOUSES)

UNITED STATES OF AMERICA
NATIONAL PARK SERVICE,
(DEPT. OF INTERIOR)



REF: (NAVAL MINE DEPOT) P.W. DWG. 4194
 (NAVAL WEAPON STATION).
 NAVFAC DWG. 1338633
 LANTDIV DWG. 84633
 HWY. PLAT BOOK 4
 PG. 239-241
 (NAVAL MINE DEPOT) P.W. DWG. 486

SHEET 1 OF 2

SEE
 ATTACHED PLAT
 FOR DETAIL
 (SHEET 2 OF 2)

NOTE: PLAT DOES NOT REPRESENT
 A FIELD SURVEY AND IS
 FOR ACQUISITION PURPOSES
 ONLY.

CHECKED BY: B.L.T. REV. 11/12/85

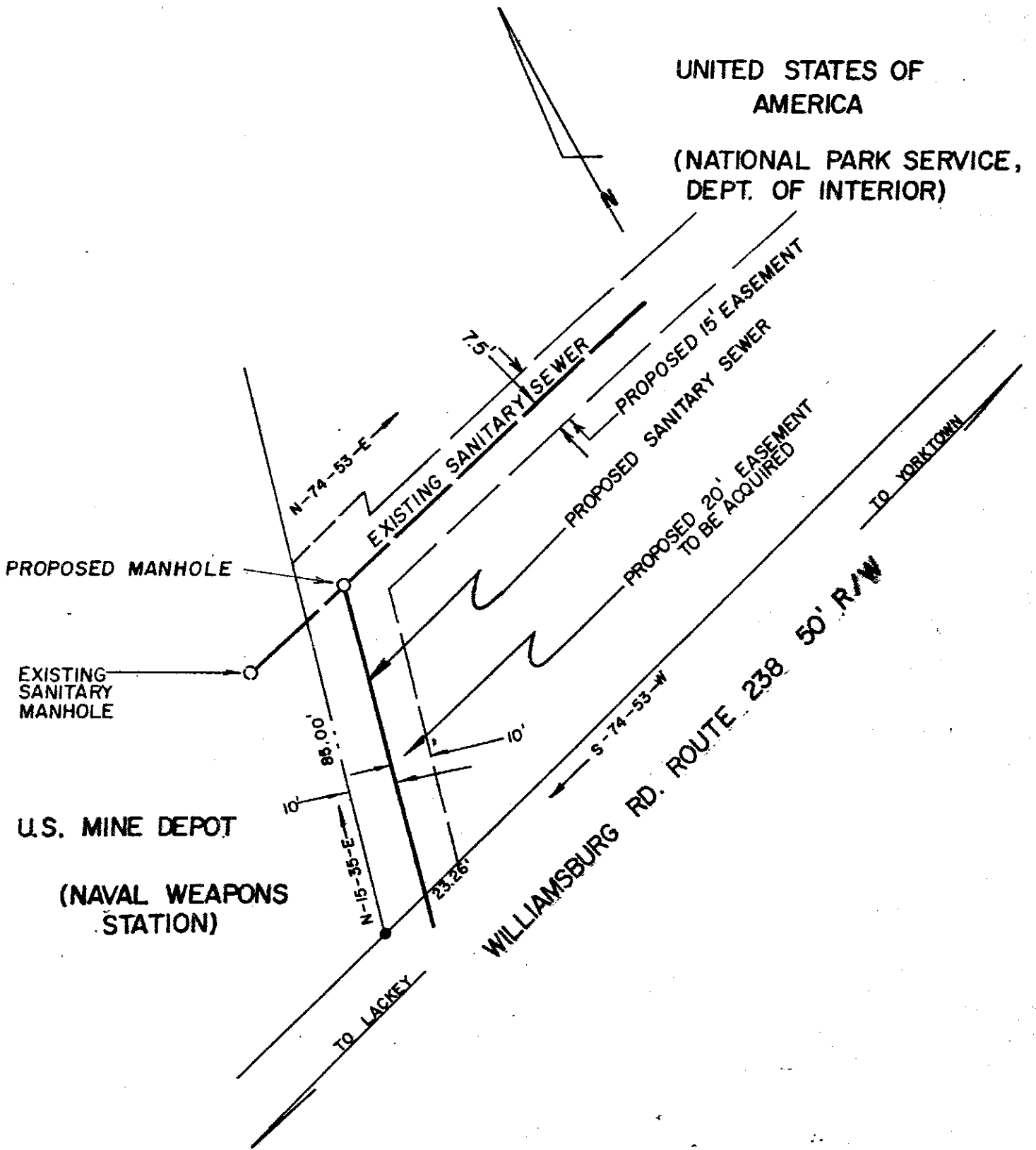
PLAT OF EASEMENT
 TO BE CONVEYED TO THE
COUNTY OF YORK, VA.

BY
THE NATIONAL PARK SERVICE
"DEPARTMENT OF INTERIOR"
 LOCATED IN NELSON DISTRICT,
 YORK COUNTY, VA.

ENGINEERING DIVISION
YORK CO. PUBLIC WORKS AND UTILITIES

SCALE: 1" = 100'	APPROV. BY: K.P.M.	FILE: _____
DATE: NOV. 1, 1985	DRAWN BY: K.P.M.	JOB NO: 1005

UNITED STATES OF
AMERICA
(NATIONAL PARK SERVICE,
DEPT. OF INTERIOR)



SHEET 2 OF 2

REF: (NAVAL MINE DEPOT) P.W. DWG. 4194
(NAVAL WEAPON STATION)
NAVFAC DWG. 1338633
LANTDIV DWG. 84633
HWY. PLAT BOOK 4
PG. 239-241

NOTE: PLAT DOES NOT REPRESENT
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REV. 11/12/85

CHECKED BY: B.L.T.

PLAT OF EASEMENT
TO BE CONVEYED TO THE
COUNTY OF YORK, VA.
BY
THE NATIONAL PARK SERVICE
"DEPARTMENT OF INTERIOR"
LOCATED IN NELSON DISTRICT,
YORK COUNTY, VA.

ENGINEERING DIVISION
YORK CO. PUBLIC WORKS AND UTILITIES

SCALE: 1" = 30'	APPROV. BY: K.P.M.	FILE: _____
DATE: NOV. 1, 1985	DRAWN BY: M.T.H.	JOB NO: 1005