

REAL PROPERTY DESK GUIDE



INTRODUCTION

This desk guide contains information that will help you coordinate certain real estate matters that may impact your project. Since real estate matters require extensive review by a number of departments at the University, it is important to identify these issues early and get the process started.

Your first step is to discuss anything that you think might be an issue with Space and Real Estate Management (SREM). SREM can help you think through the project and determine whether there is a real estate concern. If there is, SREM can walk you through the process, ensure you understand what is required and advise you of the time it will take to resolve.

Many projects will require an easement. An easement is essentially permission to trespass on the property of another. Examples of easements include a U. Va. steam tunnel crossing under a City street and a Dominion Power electric line crossing U. Va. property. Easements require approval by the Board of Visitors. Remember the Board only meets four times a year and this is one of the reasons easements take so long to finalize.

Please familiarize yourself with the types of real estate issues that are most often encountered and work with SREM so that your project remains on time and on budget.

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EASEMENTS

The Board of Visitors (BOV) is required to approve easements granted by the University to benefit another party like the City of Charlottesville, Dominion Power or an adjoining property owner. The BOV must also approve easements requested by the University FROM another party. We often request easements from the City of Charlottesville to cross under their streets.

Easements granted **to** the University by others include:

- City of Charlottesville (cross City streets)
- Adjoining Land owners (fiber optic line)

Easements granted **by** the University to others include:

- Dominion Power
- City of Charlottesville (Gas, Water, Sanitary and Storm Sewer)

When an outside entity requires an easement from the University, there are a several issues that need to be addressed:

- What is the easement for and why is it required?
- What is the proposed location and is it above ground or below ground?
- What is the benefit to the University?
- Have alternative routing or solutions been considered?
- Who will pay for the proposed work?

Once these issues have been discussed and it has been determined to move ahead with approval of the easement, there are a number of steps to get the easement in place.

The steps for granting an easement include:

- Justification of the easement
- Drafting of the review plat
- Take photographs of the easement area and surroundings
- Review by stakeholders to include Facilities Management, University Architect, Madison Hall
- Preparation of the draft easement document
- Obtain BOV approval
- Circulate easement document for signature (Comptroller or Chief Executive Officer)

Once it is decided that the easement is justified at the staff level, submittals and approval documents need to be produced. These would include a review easement plat, aerial photos, location map, justification narrative and draft easement terms. Often times, utility companies will only prepare a sketch. A sketch may be acceptable if the route can be positively identified in the future. If the installation is under ground, we ask for as-builts with elevations included, so that we can determine how far below the surface the facilities are located. For example, a 15 foot easement along a property line would not necessarily require a formal survey plat, however a more circuitous route in an open area may require a plat that shows metes and bounds of the actual easement area. Overhead photos or maps are also helpful in that they assist others in determining the location and the impact on the surrounding area. For example, if trees need to be removed for the installation of an overhead line, or if the street needs to be closed for the installation of chilled water lines, pictures and aerial views may help identify these potential impacts.

The draft easement document is created by SREM for review by others, including General Counsel. The easement document details the terms of the agreement, what the easement can be used for, whether it is an exclusive easement, under what conditions the easement may be terminated, which party has the obligation to maintain the easement area, and restoration provisions after construction activities are complete.

SREM then prepares a routing folder that includes the plats, the formal easement language and any visual aids. The formal easement language needs to be reviewed by General Counsel. Typically, we will address whether the easement allows for overhead or above ground installations. If we do not want above ground installations, we will address that in the formal document. We also include language that allows U. Va. to force the relocation of the installed equipment as long as we provide an alternative route and pay for the relocation. Because easements are permanent, there is a question about land use, so the University Architect needs to sign off on the land use aspect. Once the coordination is completed, approval of the easement is placed on the BOV agenda. Once the BOV approves the easement, the easement will be signed by the Chief Operating Officer or the Comptroller. It is then sent back to the requesting entity for recordation.

Board of Visitors Resolution for Easement Approval (sample)

APPROVAL OF ACQUISITION OF PERMANENT AND TEMPORARY EASEMENTS FOR THE UNIVERSITY OF VIRGINIA
FROM THE CITY OF CHARLOTTESVILLE

RESOLVED that the acquisition of a permanent easement in the approximate locations shown on that certain plat entitled "Exhibit Plat Showing A Proposed Utility Easement Within The Right Of Way Of Stadium City Of Charlottesville, Va" dated August 21, 2008, and prepared by Dewberry and Davis LLC (the "Plat"), to facilitate the construction of a sanitary sewer line, is approved; and

RESOLVED FURTHER that the Executive Vice President and Chief Operating Officer is authorized, on behalf of the University, to approve and execute a deed of easement and related documents, to approve revisions to the Plat (including, without limitation, revisions to change the locations of the permanent easements), to incur reasonable and customary expenses, and to take such other actions as deemed necessary and appropriate to acquire such permanent easement; and

RESOLVED FURTHER that all prior acts performed by the Executive Vice President and Chief Operating Officer, and other officers and agents of the University, in connection with the acquisition of such permanent easement, are in all respects approved, ratified and confirmed.

RIGHT OF ENTRY

A right of entry is used to provide legal access to property owned by others. The right of access agreement outlines a host of topics: the proposed activities, restoration, insurance requirement, notice and payment requirements. This type of agreement is used with railroads, local governments and private owners. The University will also grant a right of entry to contractors that need access to U. Va. property when their presence is not provided through an approved project or work order. Rights of entry are generally for a short period of time as opposed to easements that are generally permanent. A right of entry agreement can take some time to get in place. Both the University and the requesting entity must agree on the terms of the agreement, not the least of which is the insurance requirements. Since this a legal and binding agreement, attorneys for both parties are involved in the drafting and negotiation of the document. Eight weeks would be an appropriate time to initiate a request for a right of entry. To initiate a right of entry request, please send an email to SREM that details the contractor, the proposed scope of work, the time required to complete the work and any other pertinent details, which may include the justification for the request, the benefit to the University and the entity responsible for the cost of the work.

DEMOLITION

“The Board of Visitors shall be responsible for approving demolition requests. The University shall develop a procedure for the preparation and review of demolition requests, including any necessary reviews by the Department of Historic Resources and the Art and Architectural Review Board in accordance with State historic preservation requirements generally applicable to capital projects in the Commonwealth.” (taken from the Management Agreement By And Between The Commonwealth Of Virginia And The Rector And Visitors Of The University Of Virginia November 15, 2005).

In short, the procedure is as follows:

- Determine original source of Funds used to construct the facility
- Prepare demolition package, pictures
- Submit to Department of Historic Resources
- Submit to Art and Architectural Review Board (generally presented by the Office of the Architect for the University)
- Obtain BOV approval (minimum 6 weeks lead time)

The decision to demolish a building needs to include Facilities Management, the Office of the Architect for the University (OAU), and the department responsible for the building. Once the University, as an institution, decides to demolish a building, there are three additional steps to be completed before the building or other structure can be demolished. The three and potentially four additional steps include review and approval by the Department of Historic Resources (Richmond), review and approval by the Art and Architectural Review Board (Richmond), and approval by the Board of Visitors. The potential fourth step is the approval by the Department of General Services. This requirement only exists if the facility was constructed with state funds, as opposed to gift or local funds. If monies were provided by the state to construct the facility, we need to complete a DGS form that provides DGS with an opportunity to approve the demolition.

- Building or other structure identified for demolition
- Coordinate approval of interested University entities
- Forward demolition package to Department of Historic Resources requesting approval for demolition
- Forwarded demolition package to the Office of the Architect for the University for presentation to the Art and Architectural Review Board requesting approval for demolition
- Forward demolition package and approvals to BOV for approval
- If approved by BOV, the building or other structure may be demolished after the following have been completed:
 - a) Hazardous materials survey has been completed
 - b) Hazardous materials have been abated
 - c) Utilities have been turned off and disconnected from the building
 - d) Demolition permit has been issued and signed by the University Building Official

List of Required Approvals:

- **Department of Historic Resources**
2801 Kensington Avenue
Richmond, Virginia 23221 – coordinate through the Office of the Architect
- **Art and Architectural Review Board**
Department of General Services, The Ironfronts
1011 E. Main Street, Suite 221
Richmond, Virginia 23219
- **Board of Visitors**
University of Virginia

The demotion package will generally require the following information:

- Photos
- Location maps
- FAACS Building Number
- Date of Construction
- Type of Construction
- Structural Condition
- Original Use
- Architect's Name
- Reason for Demolition
- Estimated Cost and cleanup
- Environmental Safety Report
- Alternatives in lieu of demolition

Board of Visitors Resolution for Demolition Approval (sample)

*APPROVAL OF DEMOLITION OF LILE HOUSE, DUNNINGTON HOUSE,
AND TUTTLE HOUSE (approved by the Buildings and Grounds Committee on November 17, 2009)*

WHEREAS, construction of the Alderman Road Replacement Housing Project, Phase IV, Building 5, will require the demolition of Lile House, Tuttle House, and Dunnington House; and 8019

WHEREAS, pursuant to the Management Agreement, dated November 15, 2005, by and between the Commonwealth of Virginia and The Rector and Visitors of the University of Virginia, subject to review by the Art and Architectural Review Board and the Department of Historic Resources and compliance with such general laws as may be applicable, the Board of Visitors is authorized to approve the demolition of buildings;

RESOLVED, the demolition of Lile House, Tuttle House, and Dunnington House is approved by the Board of Visitors, pending approval by the Art and Architectural Review Board, the Department of Historic Resources and compliance with such general laws as may be applicable; and

RESOLVED FURTHER, the Executive Vice President and Chief Operating Officer is authorized, on behalf of the University, to approve and execute such documents and to take such other actions as deemed necessary and appropriate in connection with the demolition of the dormitories; and

RESOLVED FURTHER, all prior acts performed by the Executive Vice President and Chief Operating Officer and other officers and agents of the University, in connection with the demolition of the dormitories, are in all respects approved, ratified, and confirmed.

BUCKINGHAM BRANCH RAILROAD



The Buckingham Branch Railroad (BB) is a family owned short line railroad in Central Virginia. It operates a line, owned by the Bryant family, which is 17.3 miles, operating between Dillwyn and Bremo. This line is known as the Buckingham Division. The BB leases and operates a 200 mile line between Richmond and Clifton Forge (via Charlottesville). This is known as the Richmond and Alleghany Division (R&A). And the BB leases and operates the Virginia Southern Division serving Burkeville to Clarksville via Keysville, a distance of 58 miles.

(from the Buckingham Branch Railroad website)

Buckingham Branch Railroad (BBRR) delivers coal to the University of Virginia and as a result of this ongoing activity, a strong working relationship has developed between our two organizations. This working relationship benefits the railroad and the University. The benefit to the University is our ability to move forward with certain construction activities that require approval of the railroad, and it benefits the railroad because the University agrees to abide by certain safety precautions and to ensure our contractors have appropriate insurance coverage.

Generally, if a construction project requires access to railroad property, or the activities have the possibility of fouling the track, we need to communicate well in advance with BBRR. For example, during the construction of the Culbreth Garage, the University desired to re-grade the ditch line that ran along the boundary between University and railroad property. After discussing the construction requirement and the plan for accomplishing same, we were able to reach an agreement with BBRR; the University was required to pay for flagmen, the contractor had to provide additional insurance coverage and BBRR provided the requisite permission to grade on railroad property. Another example of our work with BBRR involved the construction the Emily Couric Clinical Cancer Center. Much of the early construction required the use of a large crane. Although the crane would not swing directly over the tracks, there was the possibility the crane could topple and potentially fall across the tracks.

If there is a project that will require access to BBRR property or use of construction equipment that could potentially foul the track, it is important that you work with SREM to facilitate the requisite paperwork. Our agreement with BBRR is the University and the contractor will jointly apply for a right of entry agreement.

The right of entry provides for a description of the work, assignment of responsibilities, contact information, charges that may be levied, and insurance requirements to include general liability, auto insurance, workman's compensation insurance and the amount of *Railroad Protective Liability Insurance (RRPL)* that is required.

Many construction liability insurance policies exclude (read, do not cover) accidents that occur within fifty feet of a railway. You will need to ensure any contractors working close to the railroad speak with their insurance company and determine whether their work adjacent to the tracks is excluded. BBRR also requires *Railroad Protective Liability Insurance (RRPL)*. General Liability insurance protects the contractor, that is why it is important to ensure any exclusions that relieve the insurance company from paying are not included in the policy. RRPL is insurance THAT PROTECTS THE RAILROAD, NOT THE CONTRACTOR. Many times a claim that is made against the contractor will also draw in the railroad. Grounds for including the railroad in a claim may include not supervising the contractor's work or being negligent in some other manner. RRPL is insurance that will protect the railroad from this type of liability. In case of a large claim, the general liability insurance will not be enough to cover all of the damages, and that is another reason railroads require the RRPL coverage.

Items to Note

Prior to work:

- Check the insurance of the contractor to ensure there is not an exclusion while working within proximity of the railroad track.
- With the assistance of SREM develop a right of entry agreement with BBRR
- If required, ask the contractor to purchase Railroad Protective Liability Insurance

After commencement of work:

- BBRR will provide flaggers when requested; make your requests well in advance
- Flaggers are charged by the hour and mileage
- Flagging bills will normally be sent to SREM and then be delivered to the project manager. These bills should be processed for payment immediately. Generally, we have 30 days from receipt until payment is due.

SAMPLE FORMS

University grants easement to the City of Charlottesville (sample)

THIS DEED IS EXEMPT FROM STATE RECORDATION TAXES PURSUANT TO

VA. CODE SEC. 58.1-811(A)(3) AND SEC. 58.1-811(C)(4).

THIS DEED OF EASEMENT is made this _____ day of _____, 2010, by and between THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA, an educational institution of the Commonwealth of Virginia (hereinafter "University"), Grantor, and the CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (hereinafter "City"), whose address is P.O. Box 911, Charlottesville, Virginia 22902, Grantee.

W I T N E S S E T H:

That for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the University does hereby GRANT and CONVEY to the City a non-exclusive perpetual right, privilege, and easement of right-of-way, approximately 12 feet in length and 5 feet in width (72 square feet in area), to lay, erect, construct, operate, maintain and repair traffic signal facilities and all equipment, accessories and appurtenances necessary in connection therewith, hereinafter called the "Facilities", over, under, upon and across the lands of the University, said right-of-way being shown and labeled on a plat titled "Plat Showing Permanent Easement for Traffic Control Facilities" dated August 25, 2010, and prepared by the Engineering Division of the City of Charlottesville (the "Plat"), a copy of which is attached hereto and made a part of this deed.

This easement is subject to all existing easements, rights-of-way, covenants, encumbrances and restrictions of record, including, without limitation, a pedestrian access easement and maintenance agreement of record in Deed Book 1026, page 622, in the Charlottesville Circuit Court Clerk's Office, and is further subject to the following conditions:

- A. The Facilities constructed shall remain the property of City. City shall have the right to inspect, rebuild, remove, repair, improve, and make such changes, alterations, additions to or extensions of its Facilities within the boundaries of said right-of-way as are consistent with the purpose expressed herein. All construction, maintenance, equipment and facilities shall comply with all applicable laws, ordinances, codes and regulations.*
- B. Upon completion of any activity by City upon the right-of-way, City shall restore the right-of-way as nearly to its original condition as practicable, including the backfilling of trenches, reseeding or resodding of lands, replacement of equipment and facilities of University, removal of trash and debris, and removal of any of City's equipment, accessories or appurtenances not consistent with the construction, maintenance or operation of said Facilities or the exercise of any rights or privileges expressed herein. City shall maintain said right-of-way and Facilities in such repair as not to endanger or otherwise limit the enjoyment or use of University's property and adjacent properties.*

- C. *City shall have the right to trim, cut and remove trees, shrubbery or other natural obstructions on, under or over the right-of-way which interfere with or threaten the efficient and safe operation, construction or maintenance of said Facilities. All trees cut by City shall remain the property of University. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of said right-of-way shall be removed from lands of University and disposed of by City.*
- D. *City shall have the right of ingress and egress from said right-of-way over the lands of University as may be necessary to exercise City's rights herein. City shall exercise such right in such manner as shall not occasion injury or inconvenience to University. City shall at University's election pay for or repair any injury to any of University's land, structures, roads, fences, and other improvements caused by City, its employees, agents or contractors. City shall notify University immediately of any such injury and shall make said payment or repair within thirty (30) days after such election by University; provided, however, that if such injury results in an on-going hazardous condition or a material loss of use of University's property (such as, by way of illustration and not by limitation, a disruption of any utilities or loss of access to University's property), then City shall immediately remedy the hazardous condition or material loss of use.*
- E. *University, its successors and assigns, may use said right-of-way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation or maintenance of said Facilities, and further provided that such use is not inconsistent with any laws, ordinances or codes pertaining to the construction, operation or maintenance of said Facilities and to which the University is subject.*
- F. *To the full extent authorized by Virginia law, City covenants and agrees to indemnify, defend and hold the Commonwealth of Virginia, the University, their respective employees and agents, harmless from and against any claims of injury to any persons or property and from and against any other liability of any nature whatsoever, resulting from the installation, operation, maintenance, replacement, repair, removal or use of any of City's Facilities or the connection to other utility facilities on or adjacent to said easement, or in any way arising out of City's exercise of any rights herein granted.*
- G. *If City at any time discontinues use of all or any portion of the easement herein conveyed for a period of one year, all of the City's rights and interest in said easement or portion thereof shall immediately terminate and revert to University, its successors and assigns. On written request by University, City shall quitclaim and release same.*
- H. *If University at any time deems it necessary or advisable to relocate for University's convenience any of City's Facilities installed and used pursuant to this Deed of Easement, City shall relocate such Facilities to a route or place acceptable to University, provided University for no additional consideration shall grant unto City such easement as may be necessary to effect such relocation, subject to the same rights, privileges and conditions, as herein set forth, and University shall reimburse City the reasonable, direct costs of such relocation. Upon relocation of any of the Facilities from any portion of the easement hereby granted, the easement for or over that portion of the land no longer used by City shall automatically terminate, and all rights, title and interest therein shall revert to University.*

The City of Charlottesville, acting by and through its City Attorney, the City official designated by the City Manager pursuant to authority granted by resolution of the City Council of the City of Charlottesville, does hereby accept the conveyance of this easement, pursuant to Virginia Code § 15.2-1803, as evidenced by the City Attorney's signature hereto and the City's recordation of this deed.

Right of Entry Agreement (sample)

Subject: Construction of facilities adjacent to tracks controlled by Buckingham Branch Railroad Company

R-1. The Rector and Visitors of the University of Virginia (“University”) desires to assist Buckingham Branch Railroad Company (“Railroad”) with its safety program, by constructing a security fence (the “Work”).

R-2. The University will undertake the Work on real property controlled by Railroad, adjacent to property owned by University and located at 1222 Jefferson Park Avenue, and railroad tracks leased by Railroad from the CSX Corporation, approximately in the location shown on Exhibit A attached hereto and incorporated herein by this reference (the “Premises”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Railroad agree as follows:

- 1. The foregoing recitals are incorporated into and made a part of this agreement as if each were specifically set forth herein.*
- 2. The Work shall be performed on the Premises at the entire cost and expense of the University and in such a manner as to avoid accidents and damages or unnecessary delays to or interference with train traffic of Railroad. After the initial completion of the Work, the University shall have the right, but not the obligation (except as expressly set forth in this agreement), to operate, maintain, repair, replace or remove the Work.*
- 3. Railroad shall make reasonable accommodation for prosecution of the Work by the University and its contractor on or over Railroad property, and within 50 feet of Railroad property where the potential exists for such Work to foul the Railroad’s track(s), subject to the requirements of this agreement. Such accommodation shall include, but not be limited to, flagging protection.*
- 4. No equipment of any of the University’s contractors shall be placed or operated on or over Railroad property, nor Work permitted to be performed within 50 feet of Railroad property where the potential exists for such Work to foul the Railroad’s track(s), unless prior arrangements have been made with the MT&S or his representative for flagging protection. Equipment shall be moved across the Railroad’s track(s) only at a public crossing, unless prior arrangements have been made with the MT&S. All precautions must be taken by the University and each of its contractors to avoid interference with or damage to Railroad’s property, and Railroad’s signal / communication facilities, during the course of said Work.*
- 5. The University or the appropriate contractor shall notify Railroad’s MT&S, Mr. Rex Carter (434) 547-0218, at least 7 days before a flagger is required pursuant to paragraph 2 for Work adjacent to Railroad property and shall abide by the reasonable instructions of said Manager or his representative, insofar as the safety of the Railroad is concerned. Should an emergency occur affecting the safety of the Railroad, the University and the appropriate contractor will notify the flagger. In the event that a flagger has not been scheduled, the University and the appropriate contractor shall notify the Railroad’s “Rail Traffic Control” at 1-866-244-4529.*

6. *Railroad shall furnish such personnel, flagman or watchman, which in Railroad's opinion may be necessary to protect the facilities and traffic of Railroad during the performance of said Work, when such protection is required under paragraph 2 of this agreement. The University shall pay the Railroad for said services, including all applicable surcharges within 45 days of receiving an invoice for said services. Railroad may cease flagging until payment is received for services. The University will be responsible for payment for flaggers previously scheduled unless the Railroad's MT&S is notified at least 24 hours before cancellation. Work may not begin until a Railroad flagman is on site unless prior approval has been secured from the Railroad's MT&S. Flagger's mileage will be billed to and from the location of the Work and will include mileage incurred placing flagging signs on the railroad. Flaggers must start work before construction starts. Flagging signs are placed on the tracks approximately two miles from the construction site in both directions and must be picked up at the end of the workday. The hours of the flagger will be longer than the contractor's workday. Flagging rates are subject to change upon 30 days notice to the University. Flaggers are to be provided with heated shelter for temporary breaks and sanitary facilities at the expense of the University.*

Present Rates for Flagging are:

<i>Regular Time:</i>	<i>\$55.00 per hour</i>
<i>Overtime (any hours over 8 hours per day)</i>	<i>\$83.00 per hour</i>
<i>Mileage:</i>	<i>\$ 0.55 per mile</i>

7. *Each of the University's contractors, as far as state law will allow, hereby assumes risk of and agrees to indemnify, defend, protect and save Railroad harmless from and against:*

- A. injury to or death of any person or persons whomsoever, including but not limited to the agents, servants or employees of the parties hereto; or*
- B. the loss or damage to any property whatsoever, including property owned or in the care, custody or control of Railroad; and*
- C. all claims, demands, suits, judgments or expenses incurred in connection therewith; resulting from or arising out of the sole or concurring negligent or willful acts or omissions of such contractor, its agents, servants or employees, in the performance or execution of the Work performed under this construction agreement or incidental thereto.*

Each of the University's contractors will provide a Certificate of Insurance (with the railroad construction and demolition exclusion deleted and the railroad added as an additional insured, or Railroad Protective Liability Insurance with five million dollars per incident and ten million dollars aggregate) showing the following: for each of the following types of insurance (note - the University has its own insurance requirements which are different than those listed below)

- A. Commercial General Liability Insurance of not less than five million dollars each occurrence and an annual general aggregate of not less than ten million dollars. Buckingham Branch Railroad shall be named as an additional insured.*
- B. Automobile Liability Insurance with limits of not less than two million dollars per occurrence.*
- C. Workers Compensation Insurance with employer liability limits of not less than one million dollars per accident.*

A certificate showing evidence of the insurance coverages must be submitted to the Railroad and to the University. The insurance certificate should accompany this signed agreement.

All notices and certificates shall be addressed as follows

*If to Railroad: Buckingham Branch Railroad Company
1043 Main Street
P.O. Box 336
Dillwyn, VA 23936
(attn: Giles Scott)*

*If to University: University of Virginia
Space and Real Estate Management
P.O. Box 400884
Charlottesville, VA 22904-4884*

- 8. The University and the appropriate contractor shall promptly notify BBRR's MT&S or his representative of any loss, damage, injury or death arising out of or in connection with said Work to be performed.*
- 9. It is understood and agreed that, upon completion of said Work, Railroad's property shall be left in a condition reasonably satisfactory to Railroad's MT&S or his duly authorized representative.*
- 10. Railroad acknowledges and agrees that the University may contract with multiple contractors for the performance of the Work. The University will require that each such Contractor, which will perform portions of the Work on the Premises, execute this agreement. Railroad further acknowledges and agrees that each contractor's obligations to Railroad under this agreement, including, without limitation, the indemnification and insurance obligations, shall be limited to such portion of the Work actually performed by such contractor.*
- 11. This agreement shall terminate upon the earlier to occur of (i) abandonment of the Work in favor of Railroad, (ii) execution of a permanent license agreement or other arrangement among Railroad, University and CSX Corporation (to the extent required), which permits the continued location of the Work on the Premises, (iii) removal of the Work from the Premises, or (iv) December 31, 2011.*
- 12. Unless this agreement sooner terminates or expires in accordance with its terms, the Work shall remain in place until December 31, 2011, while Railroad, University and CSX Corporation (to the extent required) negotiate in good faith a permanent license agreement or other arrangement, which permits the continued location of the Work on the Premises. If no agreement is reached on or before December 31, 2011, Railroad, at its option, may require University to remove the Work from the Premises or abandon all of its right, title and interest in and to the Work in favor of Railroad. From the date of full execution of this agreement until its termination or expiration in accordance with its terms, University shall have a temporary, non-exclusive license to install, construct, operate, maintain, repair, replace or remove the Work on the Premises.*
- 13. If Railroad requires University to remove the Work pursuant to paragraph 10, Railroad shall afford University access to the Premises under the terms and conditions of this agreement for so long as is reasonably necessary to effect such removal. If Railroad requires University to abandon the Work in favor of Railroad pursuant to paragraph 10, subsequent to such abandonment, University shall have no further obligation for maintenance, repair, replacement or removal of the Work or the costs thereof.*

14. *By executing this agreement, Railroad expressly acknowledges and agrees that University, the Commonwealth of Virginia and their respective agents, officers and employees shall not be liable to Railroad, to any of Railroad's officers, employees, agents, contractors, invitees or licensees, or to any third parties, for any personal injury or property damage sustained by third parties as a consequence of University's exercise of its rights under this Agreement, including without limitation, the installation, construction, operation, maintenance, repair, replacement or removal of the Work, or the failure to maintain, repair, replace or remove the same.*
15. *This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.*

If the provisions and terms of this agreement are acceptable to the University and its contractors, please have an authorized official sign both copies in the space provided below and return both, along with the insurance certificate, to Mr. Giles Scott, Buckingham Branch Railroad Co., P.O. Box 336, Dillwyn, VA 23936. Once the required certificate is received, a fully executed agreement will be returned for your files.

Demolition – AARB Background (Sample)

Art & Architectural Review Board

Purpose of the AARB

The AARB consists of six members appointed by the Governor, plus a representative of the Department of Historic Resources, to advise him on the "artistic character" of buildings and works of art which are to be paid for by the state, or to be located on or over state property. In practice, the AARB recommends approval or disapproval to the Director of General Services, to whom the Governor has delegated this authority. Membership criteria are set out in Section 2.2-2400 of the Code of Virginia.

The AARB interprets its mandate from the Commonwealth in straightforward terms: to encourage the design of buildings and works of art which are both aesthetically and functionally appropriate to the agency for which they are intended. While no rigid prescriptive standards exist, the AARB generally requires each submission to demonstrate:

- A resolution of basic functional and organizational requirements.*
- A command of the fundamental principles of good design, including refinement of color, form, scale, material, and craft.*
- A positive contribution to the order and aesthetic of the physical setting.*
- Due consideration of its environmental, historical, and cultural factors.*
- Concerns for the greater public good.*

AARB Meeting Schedule

The AARB meets at 10 AM on the first Friday of each month of the year, unless the Friday or the following Monday is a state holiday, in which case the meeting will occur on the second Friday of the month. Meetings are held in Richmond, Virginia.

Submittals

All requests for a place on the AARB Review Agenda will be made in writing via a Fact Data form and must arrive in the office of the AARB Chairman no later than 4 PM on the Friday two weeks before the date of the meeting at which the agency wishes to make its presentation. Agency request should also include, where possible on 11"x17" sheets, the location and general form of the building, complete with north arrows and graphic scales. These documents will comprise the Board agenda and also are the basis for the recording of the AARB actions.

Presentations to the AARB

In general, Agency presentations should be organized so that they may be completed within 15 minutes, in order to allow adequate discussion within a 30-minute time frame. However, the Chairman will make a reasonable effort to accommodate the request of any Agency which feels that additional time may be required because of the complexity of a particular project if this request is made at the time of the Agency's initial submittal.

The following items should be addressed (and well illustrated) by the Agency and its Architect/Engineer at each presentation to the AARB:

*- **Program:** A brief description of the building program, including the purpose for the project and primary internal relationships.*

*- **Relationship to the Surrounding Community, Adjacent Sites, and Agency Master Plan:** Include discussion of land use policy, pedestrian and vehicular circulation systems, landforms, and architectural character.*

*- **Site Plan Strategy:** Discuss relationships of the proposed design to existing topography and plantings, adjacent structures, service and pedestrian access, surface drainage, and orientation to the sun and wind. Photographs or slides and site diagrams are essential.*

*- **Mass, Scale, Form, and Architectural Character:** Discuss the impact of the proposed design on existing views and the mass and scale of nearby structures. Explain how the proposed design conforms to the architectural and planning principles embodied in the Master Plan and in precedent examples. Describe and illustrate proposed materials, colors, finishes, and constituent details. Include a brief description of the proposed site development, including grading, site drainage, paving, lighting, landscaping, and site furniture. The architect/engineer project managers should be organized and well prepared. Presentations should not be elaborate and overly formal. Sketches and model studies are often more useful than finished professional renderings and highly detailed models.*

Submittals to the AARB

Submittals and presentations to the AARB will be coordinated by the University Project Manager. Generally submittals for AARB shall be completed three weeks in advance of the presentation and will include the following:

Agency Name (include address, telephone and fax, contact person):

Project Title (include project code and location):

Current Project Status and Schedule (preplanning study, schematics, etc.; next milestone date):

Project Description (area, number of stories, building and roof forms, predominant exterior materials):

Brief Program Descriptions:

Relationship to Approved Master Site Plan (include date of master site plan):

Contextual Issues and Design Intent:

Previous History with AARB (dates and actions):

Names and Titles of Those Appearing for the Agency and Architect/Engineer.

Estimate of Time Required for this Presentation: Action This Date (for use by AARB):

Note: Attachments to this data sheet submittal are required.

BBRR Construction Agreement (sample)

CONTRACT CONTROL NO. C-3440



1043 Main Street
P.O. Box 335
Dillwyn, VA 23836
(434) 963-3300

BBRR Construction Agreement
(last revised July 21, 2009)

Subject: Construction of facilities adjacent to tracks controlled by Buckingham Branch Railroad

The Rector and Visitors of the University of Virginia, ("University"), desires to construct facilities near and or adjacent to railroad tracks leased by Buckingham Branch Railroad ("Railroad") from the CSX Corporation. These facilities, hereinafter called "Work", are located at approximately
REHEARSAL HALL 180 CULBREATH ROAD CHARLOTTESVILLE, VA

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Railroad agree as follows:

1. The Work shall be performed on University property at the entire cost and expense of the University and in such a manner as to avoid accidents and damages or unnecessary delays to or interference with train traffic of Railroad.
2. Railroad shall make reasonable accommodation for prosecution of the Work by the University and its contractor on or over Railroad property, and within 50 feet of Railroad property where the potential exists for such Work to foul the Railroad's track(s), subject to the requirements of this agreement. Such accommodation shall include, but not be limited to, the operation of cranes within 50 feet of, or over, the Railroad property and flagging protection.
3. No equipment of any of the University's contractors shall be placed or operated on or over Railroad property, nor Work permitted to be performed within 50 feet of Railroad property where the potential exists for such Work to foul the Railroad's track(s), unless prior arrangements have been made with the MT&S or his representative for flagging protection. Equipment shall be moved across the Railroad's track(s) only at a public crossing, unless prior arrangements have been made with the MT&S. All precautions must be taken by the University and each of its contractors to avoid interference with or damage to Railroad's property, and Railroad's signal / communication facilities, during the course of said Work.

4. The University or the appropriate contractor shall notify Railroad's MT&S, Mr. Rex Carter (434) 547-0218 at least 7 days before a flagger is required pursuant to paragraph 2 for Work adjacent to Railroad property and shall abide by the reasonable instructions of said Manager or his representative, insofar as the safety of the Railroad is concerned. ***Should an emergency occur affecting the safety of the Railroad, the University and the appropriate contractor will notify the flagger. In the event that a flagger has not been scheduled, the University and the appropriate contractor shall notify the Railroad's "Rail Traffic Control" at 1-866-244-4529.***
5. Railroad shall furnish such personnel, flagman or watchman, which in Railroad's opinion may be necessary to protect the facilities and traffic of Railroad during the performance of said Work, when such protection is required under paragraph 2 of this agreement. The University shall pay the Railroad for said services, including all applicable surcharges within 45 days of receiving an invoice for said services. Railroad may cease flagging until payment is received for services. The University will be responsible for payment for flaggers previously scheduled unless the Railroad's MT&S is notified at least 24 hours before cancellation. Work may not begin until a Railroad flagman is on site unless prior approval has been secured from the Railroad's Manager of Tracks and Structures. Flagger's mileage will be billed to and from the location of the work and will include mileage incurred placing flagging signs on the railroad. Flaggers must start work before construction starts. Flagging signs are placed on the tracks approximately two miles from the construction site in both directions and must be picked up at the end of the workday. The hours of the flagger will be longer than the contractor's workday. Flagging rates are subject to change upon 30 days notice to the University. Flaggers are to be provided with heated shelter for temporary breaks and sanitary facilities at the expense of the University.

Present Rates for Flagging are:

Regular Time:	\$55.00 per hour
Overtime (any hours over 8 hours per day)	\$83.00 per hour
Mileage:	\$ 0.55 per mile

6. Each of the University's contractors, as far as state law will allow, hereby assumes risk of and agrees to indemnify, defend, protect and save Railroad harmless from and against:
- A. injury to or death of any person or persons whomsoever, including but not limited to the agents, servants or employees of the parties hereto; or
 - B. the loss or damage to any property whatsoever, including property owned or in the care, custody or control of Railroad; and
 - C. all claims, demands, suits, judgments or expenses incurred in connection therewith; resulting from or arising out of the sole or concurring negligent or willful acts or omissions of such contractor, its agents, servants or employees, in the performance or execution of the Work performed under this construction

agreement or incidental thereto.

Each of the University's contractors will provide a Certificate of Insurance for each of the following types of insurance (note - the University has its own insurance requirements which are different than those listed below)

- A. Railroad Protective Liability Insurance showing Buckingham Branch as the named insured, with five million dollars per incident and ten million dollars aggregate
- B. Commercial General Liability Insurance of not less than ~~one~~ five million dollars each occurrence and an annual general aggregate of not less than ten million dollars. Buckingham Branch Railroad shall be named as an additional insured
- C. Automobile Liability Insurance with limits of not less than two million dollars per occurrence.
- D. Workers Compensation Insurance with limits of not less than two million dollars per accident.

The General Contractor may provide Railroad Protective Liability Insurance for all contractors performing work as long as the Railroad Protective Liability Insurance policy extends to and includes the work of all contractors and their equipment working on site.

A certificate showing evidence of the insurance coverages must be submitted to the Railroad and to the University. The insurance certificate should accompany this signed agreement.

All notices and certificates shall be addressed as follows

If to Railroad: Buckingham Branch Railroad
1042 Main Street
P.O. Box 336
Dillwyn, VA 23336
(attn: Giles Scott)

If to University: University of Virginia
Space and Real Estate Management
P.O. Box 400634
Charlottesville, VA 22904-4634

7. The University and the appropriate contractor shall promptly notify BBRR's MT&S or his representative of any loss, damage, injury or death arising out of or in connection with said Work to be performed.
8. It is understood and agreed that, upon completion of said Work, Railroad's property shall be left in a condition reasonably satisfactory to Railroad's MT&S or his duly authorized representative.
9. Railroad acknowledges and agrees that the University has contracted with multiple contractors for the performance of the Work. The University will require that each such Contractor, which will perform portions of the Work on or over Railroad property, or within 50 feet of Railroad property where the potential exists for such Work to foul the Railroad's track(s), execute this agreement. Railroad further acknowledges and agrees that each contractor's obligations to Railroad under this agreement, including, without limitation, the indemnification and insurance obligations, shall be limited to such portion of the Work actually performed by such contractor.

10. This construction agreement shall terminate upon completion of the Work.

11. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

If the provisions and terms of this agreement are acceptable to the University and its contractors, please have an authorized official sign both copies in the space provided below and return both, along with the insurance certificate, to Mr. Giles Scott, Buckingham Branch Railroad Co., P.O. Box 336, Dillwyn, VA 23936. Once the required certificate is received, a fully executed agreement will be returned for your files.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED:

DPR CONSTRUCTION
[CONTRACTOR]

By:  JIM YAUGER
Title: PROJECT EXECUTIVE

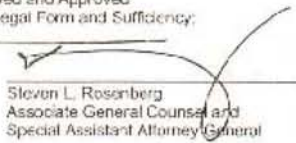
Date: November 23 202009

The Rector and Visitors of the
University of Virginia


By: 
Title: Stephen A. Kimata
Assistant Vice President
for Finance and University
Comptroller for the Rector
and Visitors of the
University of Virginia

Date: 12/3 2009

Reviewed and Approved
As to Legal Form and Sufficiency:

By: 
Steven L. Rosenberg
Associate General Counsel and
Special Assistant Attorney General

Buckingham Branch Railroad Co.

By: 
Title: SENIOR VICE PRESIDENT

Date: 12/10 2009