

**MOTION:**

**July 18, 2017  
Regular Meeting  
Res. No. 17-**

**SECOND:**

**RE: EXECUTE A RIGHT-OF-WAY PERMIT GRANTED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE, TO THE PRINCE WILLIAM COUNTY, DEPARTMENT OF PARKS AND RECREATION FOR A TWO YEAR CONSTRUCTION RIGHT-OF-WAY AND A 50-YEAR TRAIL RIGHT-OF-WAY WITHIN THE FEATHERSTONE NATIONAL WILDLIFE REFUGE, FOR THE DEVELOPMENT AND MANAGEMENT OF THE POTOMAC HERITAGE NATIONAL SCENIC TRAIL– WOODBRIDGE MAGISTERIAL DISTRICT**

**ACTION:**

**WHEREAS**, the Potomac Heritage National Scenic Trail (PHNST) was established in 1983 by Congress and the original concept proposed to establish a network of trails along the Potomac River through Virginia, Pennsylvania, Maryland, and Washington, D.C; and

**WHEREAS**, the implementation plan for the PHNST provides a general alignment across the eastern portion of Prince William County, from the joint boundary with Stafford County to the Occoquan River and into Fairfax County; a section of the trail will cross the Featherstone National Wildlife Refuge; and

**WHEREAS**, based on the proposed design plans and trail alignment plats, the U.S. Fish and Wildlife Service has prepared and signed a Right-of-Way Permit (ROW) granting a two-year Construction ROW and a 50-year Trail ROW within the Featherstone National Wildlife Refuge; and

**WHEREAS**, County staff recommend executing the ROW permit allowing development of the PHNST along the desired trail alignment connecting Veterans Memorial Park to the Rippon Landing Virginia Railway Express/CSX station;

**NOW, THEREFORE, BE IT RESOLVED** that the Prince William Board of County Supervisors does hereby execute a Right-of-Way Permit granted by the United States Department of the Interior, Fish and Wildlife Service, to the Prince William County, Department of Parks and Recreation for a two year Construction Right-of-Way and a 50-year Trail Right-of-Way within the Featherstone National Wildlife Refuge, for the development and management of the Potomac Heritage National Scenic Trail;

**BE IT FURTHER RESOLVED** that the Prince William Board of County Supervisors does hereby authorize the Parks and Recreation Director to execute such documents to effect the intent of this resolution and approved as to form by the County Attorney.

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ATTACHMENTS: Right-of-Way Permit – FRS 3,10a Featherstone National Wildlife Refuge  
Exhibit A – Map Depicting the Project Location  
Exhibit B – Plats of the Trail Alignment Centerline

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**ATTEST:** \_\_\_\_\_  
**Clerk to the Board**

ROW Permit: FRS (3,10a)  
FEATHERSTONE NATIONAL WILDLIFE REFUGE

United States Department of the Interior  
Fish and Wildlife Service, Region 5

Permit for a  
Temporary Construction Right-of-Way and a  
50-year Trail Right-of-Way to the  
Prince William County, Department of Parks and Recreation

The U.S. Fish and Wildlife Service (Service), by signature of the Regional Chief, National Wildlife Refuge System (Refuge System), Region 5, hereby issues a permit to Prince William County, Department of Parks and Recreation (DPR; Permittee) for (1) a Temporary Construction Right-of-Way (Construction ROW), and (2) a 50-year Trail Right-of-Way (Trail ROW). The purpose of this Permit is to facilitate the development, construction, and maintenance of the Potomac Heritage National Scenic Trail (PHNST) through the Featherstone National Wildlife Refuge (NWR). The PHNST is an 800-mile network of locally managed trails for non-motorized recreation along the Potomac River from the mouth of the Chesapeake Bay to the upper Ohio River Basin in Pennsylvania.

**AUTHORITY**

The Regional Chief, as a delegated representative of the Secretary of the Interior, is authorized to issue this Permit in accordance with 16 U.S.C. § 668dd(d), regulations in 50 CFR § 29, and the Northeast Regional Director's Order 13-03.

**BACKGROUND**

The Permittee, Prince William County DPR, is granted the right to construct and maintain a portion of the PHNST on Featherstone NWR, Woodbridge, Prince William County, Virginia. The Permit grants permission for a Construction ROW and for a Trail ROW to be located on Tracts 3 and 10a of the refuge in Prince William County, Virginia. Exhibit A includes a map depicting the project location. Exhibit B contains drawings of the planned trail and plats of the proposed trail location, Construction ROW, and Trail ROW.

The short-term total impact area of the project is approximately 8.0 acres and the long-term impact area is about 1.2 acres.

The Regional Chief found that the requested ROWs are compatible with the purposes for which the refuge was established, as determined and conditioned by a Compatibility Determination (signed September 1, 2011) and Categorical Exclusion (signed April 12, 2017). The Service also completed consultations under Section 106 of National Historic Preservation Act, Section 7 of the Endangered Species Act, and the Coastal Zone Management Act, and determined that this permit was consistent with all of those acts. The permit is also consistent with the refuge's goals and purposes and will expand recreational opportunities on the refuge and as part of the larger

PHNST system. The Service does not anticipate any greater than negligible environmental impacts because of the small scale of the project, much of the trail being routed along existing or former roads, and the County being required to follow best management practices to minimize soil compaction, erosion, and wetland impacts.

### **LAND SUBJECT TO RIGHTS-OF-WAY**

The following tracts are subject to the ROWs issued by this Permit:

#### **Description of the Centerline of a 40-foot Trail ROW on the Property of The United States of America Woodbridge Magisterial District, Prince William County, Virginia**

#### **Description of Portion of ROW on GPIN 8491-03-2516; Featherstone Farms Section One Parcel "C"**

Beginning at a point, in the easterly right-of-way line of the Richmond, Fredericksburg & Potomac Railroad; said point being the southwestern corner of Featherstone Farms, Section 2, Parcel A-1, thence departing the right-of-way of the Richmond, Fredericksburg & Potomac Railroad, and with the southerly line of Featherstone Farms, Section 2, Parcel "A-1," N89°28'44" E 58.26' to a point in the line of Parcel "A-1, said point being the northerly terminus of the centerline of said 40' Trail ROW, and being the **True Point of Beginning**; thence through the tract the following 39 courses and distances:

1. S 07°53'52" W 108.83', to a point;
2. Along an arc, curving to the left, a distance of 22.46', a radius of 15.00', a central angle of 85°48'27", a chord bearing and distance of, S 35°00' 21" E 20.42' to a point;
3. S 77°54'35" E 8.73', to a point;
4. S 85°25'04" E 38.20' to a point;
5. S 20°37'14" E 140.75' to a point;
6. S 01°50'43" W 135.30' to a point;
7. S 27°59'44" W 104.67' to a point;
8. S 20°04'07" W 129.55' to a point;
9. S 26°10'09" E 86.69' to a point;
10. Along an arc, curving to the right, a distance of 11.64', a radius of 10.00', a central angle of 66°40'53", a chord bearing and distance of S 07°10'18" W 10.99' to a point;
11. S 40°30'44" W 71.13' to a point;



12. Along an arc, curving to the left, a distance of 6.31', a radius of 4.00', a central angle of  $90^{\circ}25'42''$ , a chord bearing and distance of S  $04^{\circ}42'06''$  E 5.68' to a point;
13. S  $49^{\circ}54'57''$  E 26.09' to a point;
14. Along an arc, curving to the right, a distance of 120.98', a radius of 198.21', a central angle of  $34^{\circ}58'17''$ , a chord bearing and distance of S  $29^{\circ}00'20''$  E 119.11' to a point;
15. S  $11^{\circ}48'40''$  E 17.38' to a point;
16. S  $09^{\circ}31'10''$  W 67.18' to a point;
17. S  $19^{\circ}51'57''$  W 64.28' to a point;
18. S  $31^{\circ}20'57''$  W 73.62' to a point;
19. S  $43^{\circ}07'53''$  W 71.26' to a point;
20. S  $06^{\circ}34'39''$  W 58.61' to a point;
21. Along an arc, curving to the left, a distance of 21.33', a radius of 200.00', a central angle of  $6^{\circ}06'42''$ , a chord bearing and distance of S  $03^{\circ}31'18''$  W 21.32' to a point;
22. S  $00^{\circ}27'57''$  W 330.85' to a point;
23. Along an arc, curving to the right, a distance of 24.32', a radius of 200.00', a central angle of  $6^{\circ}58'02''$ , a chord bearing and distance of S  $04^{\circ}55'36''$  W 24.31' to a point;
24. S  $08^{\circ}24'37''$  W 39.37' to a point;
25. Along an arc, curving to the left, a distance of 34.35', a radius of 200.00', a central angle of  $9^{\circ}50'25''$ , a chord bearing and distance of S  $03^{\circ}29'25''$  W 34.31' to a point;
26. S  $01^{\circ}25'48''$  E 326.67' to a point;
27. Along an arc, curving to the right, a distance of 42.73', a radius of 199.99', a central angle of  $12^{\circ}14'32''$ , a chord bearing and distance of S  $04^{\circ}16'35''$  W 42.65' to a point;
28. S  $10^{\circ}20'39''$  W 260.24' to a point;
29. Along an arc, curving to the right, a distance of 10.09', a radius of 200.00', a central angle of  $2^{\circ}53'27''$ , a chord bearing and distance of S  $11^{\circ}47'23''$  W 10.09' to a point;
30. S  $17^{\circ}22'07''$  W 162.64' to a point;

31. Along an arc, curving to the left, a distance of 81.85', a radius of 200.00', a central angle of  $23^{\circ}26'57''$ , a chord bearing and distance of S  $05^{\circ}38'38''$  W 81.28' to a point;
32. S  $06^{\circ}04'50''$  E 195.47' to a point;
33. Along an arc, curving to the right, a distance of 113.57', a radius of 350.00', a central angle of  $18^{\circ}35'28''$ , a chord bearing and distance of S  $03^{\circ}43'21''$  W 113.07' to a point;
34. S  $13^{\circ}01'05''$  W 232.20' to a point;
35. Along an arc, curving to the left, a distance of 4.14', a radius of 30.00', a central angle of  $7^{\circ}54'58''$ , a chord bearing and distance of S  $10^{\circ}38'26''$  W 4.14' to a point;
36. S  $06^{\circ}29'29''$  W 303.43' to a point;
37. S  $01^{\circ}17'49''$  W 50.00' to a point;
38. S  $01^{\circ}19'51''$  E 49.05' to a point;
39. S  $01^{\circ}25'00''$  E 1285.85' to a point in the northerly line of the another parcel owned by the United States of America, GPIN 8390-97-5714; said point being the southerly terminus of the said centerline of 40' Trail ROW, said point also being S  $83^{\circ}22'48''$  E 205.70' from an iron pipe found in the easterly line of the aforementioned Richmond, Fredericksburg & Potomac Railroad marking the north easterly corner of the property of United States of America, GPIN 8390-97-5714.

#### **Description of Portion of ROW on GPIN 8390-97-5714**

Beginning at an iron pipe found, marking the southwestern corner of Featherstone Farms, Section One, Parcel "C", GPIN 8491-03-2516, and also being in the easterly right of way line of the Richmond, Fredericksburg & Potomac Railroad; thence departing the right of way line of the Richmond, Fredericksburg & Potomac Railroad, and with the southerly line of Featherstone Farms, Section One, Parcel "C", S  $83^{\circ}22'48''$  E 205.70' to a point in the line of Parcel "C", said point being the northerly terminus of the centerline of said 40' Trail ROW and being the **True Point of Beginning**; thence through the tract the following courses and distances:

1. S  $01^{\circ}25'00''$  E 636.97', to a point;
2. Along an arc, curving to the right, a distance of 33.80', a radius of 20.00', a central angle of  $96^{\circ}49'20''$ , a chord bearing and distance of, S  $47^{\circ}08'03''$  W 29.92' to a point;
3. N  $84^{\circ}27'17''$  W 275.37', to a point in the easterly right of way line of the aforementioned

Richmond, Fredericksburg & Potomac Railroad, said point being the southern terminus of the said centerline of 40' Trail ROW; said point also being S 06 37' 12" W 658.62' from the aforementioned southwestern corner of Featherstone Farms, Section One, Parcel "C".

Please also see attached drawings and plat.

### **CONSTRUCTION ROW**

- (1) EXTENT: The Construction ROW shall be 66 feet in width by approximately 1.2 miles in length, with boundaries as shown on Exhibit B.
- (2) WORK AUTHORIZED WITHIN CONSTRUCTION ROW: The trail and associated 60-foot-wide ROW will run for approximately 1.2 miles in length across the refuge, starting at the refuge's northern boundary. Portions of the trail system will consist of boardwalk, natural trail, and two bridges. The lengths for each segment are as follows: 1,200-foot-long, 6-foot-wide boardwalk, one 50-foot-long, 8-foot-wide bridge, one 30-foot-long, 8-foot-wide bridge, 5,056 feet of natural trail (variable width, but with a minimum width of 4 feet). The trail segments, boardwalk, and bridges will be built to the specifications on the site plans on Exhibit B. Any changes must be approved by the Refuge Manager.
- (3) TERM: The Construction ROW is granted to the Permittee for a period of two (2) years after the effective date of this Permit, or while it is used for the purpose granted, whichever period is shorter. The Permittee has the option to apply for extension of the term of the Construction ROW. The term of the Construction ROW may be extended at the discretion of the Regional Chief. Applications for renewal must be submitted to the Regional Chief at least six (6) months before expiration of the Construction ROW to assure uninterrupted authorization of the ROW. All applications for extension and extensions shall be in writing and subject to applicable law, regulations, fair market values, fees, and cost reimbursement requirements existing at the time of extension application and extension.

### **TRAIL ROW**

- (1) EXTENT: The 50-year Trail ROW shall be 10 feet in width and approximately 1.2 miles in length, as shown on Exhibit B.
- (2) WORK AUTHORIZED WITHIN TRAIL ROW: The Permittee may operate and maintain the PHNST as a path for non-motorized public recreation, subject to the requirements of this Permit. Any tree cutting must be approved by the Refuge Manager. This permit does not cover paving the trail.
- (3) TERM: The Trail ROW is granted to the Permittee for the term of this Permit.

**EFFECTIVE DATE AND TERM OF PERMIT:** The term of this Permit is for fifty (50) years or while it is used for the purpose granted, whichever period is shorter. The Permittee has the option to apply for renewal of the permit. The term of the Permit shall commence upon signature of both parties.

This Permit may be renewed at the discretion of the Regional Chief. Applications for renewal must be submitted to the Regional Chief at least six (6) months before expiration of this Permit. All applications for renewal and permit renewals shall be in writing and subject to applicable law, regulations, fair market values, fees, and cost reimbursement requirements existing at the time of renewal application and renewal.

**AUTHORITY TO ACCEPT PERMIT:** The Permittee represents and warrants that:

- (1) The Permittee is authorized under applicable law, regulations, delegations, charters, and /or bylaws to accept this Permit and comply with the terms and conditions of this Permit;
- (2) The Permittee has duly authorized and approved, or delegated authority to authorize and approve, acceptance of this Permit and compliance with the terms and conditions of this Permit by the Permittee's signatory;
- (3) The Permittee has completed all actions necessary for valid acceptance of this Permit and compliance with the terms and conditions of this Permit; and
- (4) All authorizations, delegations, and actions represented and warranted above are valid on the effective date of this Permit.

**FEES AND COST REIMBURSEMENT:**

- (1) The Service waives the application fee.
- (2) The Service waives reimbursement and monitoring costs.
- (3) The Regional Chief has waived the payment for the use and occupancy of the land because the construction and maintenance of the trail by Prince William County is beneficial to the refuge. The PHNST is a compatible, priority public use of Featherstone and helps achieve Goal 2 from the refuge's Comprehensive Conservation Plan to provide opportunities for high quality, compatible wildlife-dependent recreation and the historical/cultural significance of the Featherstone NWR. The PHNST is a unit of the National Park Service and is managed in partnership with local communities.

**PERMIT CONDITIONS:**

By accepting this permit, the Permittee agrees to the following terms and conditions. The terms and conditions apply to both the Construction ROW and the Trail ROW. The Permittee shall comply with these conditions and shall ensure that all of the Permittee's agents, representatives, contractors, and assignees are also familiar with and comply with the terms and conditions.

- (1) **CONTACTS:** The Permittee shall keep the Project Leader informed at all times of the Permittee's address and, in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers. 50 CFR § 29.21-4(b)(11)
- (A) All references in this Permit to the Regional Chief shall mean the Regional Chief, Refuge System, Region 5 of the Service. All references in this Permit to the Project Leader shall mean the Potomac River NWR Project Leader or his/her designated representative. Communications regarding this Permit should be directed as follows:
- (i) Project Leader  
Potomac River NWR Complex  
12638 Darby Brook Court  
Woodbridge, Virginia 22192  
Phone: (703) 490-4979  
Fax: (703) 490-5631
- (ii) Regional Chief, National Wildlife Refuge  
300 Westgate Center Drive  
Hadley, Massachusetts 01035-9589  
Phone: (413) 253-8245  
Fax: (413) 253-8468
- (B) All references in this Permit to the Permittee shall mean Prince William County, DPR, its agents, representative, contractors, and assignees, and any other parties authorized to act under the authority of the Prince William County Parks and Recreation, on its behalf. For the purposes of this Permit, the Permittee's designated representative is:
- Matthew W. White  
Prince William County  
Department of Parks and Recreation  
14420 Bristow Road  
Manassas, Virginia 20112  
Phone: 703-792-4234  
Fax: 703-792-4278
- (2) **PERMITTED FACILITIES:** Permitted Facilities in the described area for both the Construction ROW and the Trail ROW (Described Areas) are limited to those facilities described and shown on the plan view drawings (Exhibit B).
- (3) **COMPLIANCE WITH PERMIT CONDITIONS:** The Permittee, by accepting this Permit, agrees to the permit terms and conditions as prescribed by the Regional Chief of the Region 5 Refuge System and listed in 50 CFR § 29.21-4(b). This permit is granted only for the specific uses described in this document and may not be construed to include

the further right to authorize any other use (e.g., paving trails) within the described permit area unless approved in writing by the Regional Chief (50 CFR § 29.21-4(b)(15)). Trail construction and maintenance may only occur within permitted areas.

- (4) **RESPONSIBILITY FOR PHNST CONSTRUCTION AND MAINTENANCE:** The Permitted will be solely responsible for the construction and maintenance of the PHNST trail on the refuge. All of the trail construction and maintenance will be conducted in accordance with the attached site plans (Exhibit B) and in compliance with the Permit Conditions listed at the end of this permit
- (5) **OTHER PERMITS:** The Permittee shall apply for and receive any permits required by the State, county, or municipality in which the Construction ROW and the Trail ROW are located. The Permittee shall apply for and receive any permits required by other Federal agencies, including the U.S. Army Corps of Engineers or any other applicable authorities. The Permittee shall provide copies of all such permits received to the Regional Chief prior to beginning construction of the Permitted Facilities.
- (6) **STATE AND FEDERAL LAWS:** Permittee shall comply with State and Federal laws applicable to the project within which the Permit is granted, and to the lands included in the ROWs, and lawful existing regulations thereunder. 50 CFR § 29.21-4(b)(1).
- (7) **BOND:** No performance bond will be required.
- (8) **DISCRIMINATION:** Permittee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin and shall require an identical provision to be included in all subcontracts for the purposes of this Permit. 50 CFR § 29.21-4(b)(12).
- (9) **NO BENEFIT TO THIRD PARTIES:** No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Permit or to any benefit that may arise there from, but this provision shall not be construed to extend to this Permit if made with a corporation for its general benefit.
- (10) **THIRD PARTY RIGHTS:** This Permit shall be subject to outstanding rights, if any, in third parties. 50 CFR § 29.21-4(a).
- (11) **MANAGEMENT OF LANDS BY SERVICE:** This Permit is subject to the express condition that the exercise thereof will not unduly interfere with the management, administration, or disposal by the United States of the land affected thereby. This condition includes the right of the United States to temporarily close the Refuge or any portion thereof, including public access over the portion of the PHNST on the Refuge, for reasons of public health, safety, wildlife management necessity, or failure of appropriations. The Permittee agrees and consents to the occupancy and use by the United States, its grantees, Permittees, or lessees, of any part of the ROWs not actually occupied for the Permitted purposes to the extent that it does not interfere with the full and safe utilization thereof by the Permittee. The Permittee also agrees that authorized



representatives of the United States will have the right of access to the right-of-ways for the purpose of making inspections and monitoring the Permitted Use. 50 CFR § 29.21-4(b)(13).

- (12) **CONSTRUCTION TECHNIQUES:** The Permittee shall use construction techniques described in the Sediment Control Handbook for Construction, Best Management Practices, and best management standards established by the Natural Resources Conservation Service to minimize potential impacts to land and water resources.
- (13) **VEGETATION AND RESTORATION:** The Permittee shall remove the minimum amount of vegetation from the ROWs necessary for the work authorized and revegetate all soils disturbed in the course of the work authorized. Any tree cutting must be approved by the Refuge Manager. No vegetation shall be disturbed outside of the ROWs. Wetland restoration shall be pursuant to Wetland Creation and Restoration: the Status of the Science edited by Kasler and Kentula (Island Press, Washington, DC; 1990) or as approved by the Project Leader. All wetland and upland restoration including the use of nursery plants shall be approved in advance and in writing by the Project Leader. The Permittee shall reimburse the United States for the market value, if any, of any vegetation removed or destroyed, or replace the vegetation as specified by the Project Leader.

The Virginia Department of Game and Inland Fisheries recommend the following to minimize impacts to vegetation and wildlife. The Service requires the Permittee follow these to the maximum extent practicable.

- Avoid and minimize impacts to undisturbed forest, wetlands, and streams to the fullest extent practicable.
  - Maintain naturally vegetated buffers at least 100 feet wide around wetlands and along perennial and intermittent streams, where practicable.
  - Conduct significant tree removal and ground clearing activities outside of the primary songbird nesting season of March 15 through August 15.
- (14) **RESOURCE CONSERVATION:** Permittee shall take such soil and resource conservation and protection measures, including weed control on the land covered by the ROWs as the Project Leader in charge may request. 50 CFR § 29.21-4(b)(4).
- (15) **EROSION CONTROL:** The Permittee shall use construction techniques described in the Sediment Control Handbook for Construction, Best Management Practices, and best management standards established by the Natural Resources Conservation Service to minimize potential impacts to land and water resources. Best management practices for spill prevention should also be employed.
- (16) **REMOVAL OF MATERIAL, EARTH, OR STONE:** Permittee shall not remove any material, earth, or stone for construction or other purpose unless otherwise provided by this Permit, except that stone or earth necessarily removed from Described Areas in the construction of the Permitted Facilities may be used elsewhere along the same right-of-ways in the construction of the Permitted Facilities. 50 CFR 29.21-3(b).



- (17) **TIMBER:** Permittee shall promptly notify the Project Leader in charge of the amount of merchantable timber, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project, and to pay the United States in advance of construction, such money as the Project Leader may determine to be the full stumpage value of the timber to be so cut, removed or destroyed. 50 CFR § 29.21-4(b)(8).
- (18) **CULTURAL RESOURCES:** The Permittee shall comply with the Archaeological Resources Protection Act (16 U.S.C. § 470aa). The Permittee shall arrange with the Project Leader at least 1 week prior to any excavation necessary for the ROWs for an archeologist approved by the Service to monitor the excavation unless this requirement is waived by the Project Leader. The Permittee will immediately halt all surface and subsurface disturbing activities and notify the Project Leader of any discovery of archeological, paleontological, or historical resources. All such artifacts shall remain the property of the United States.
- (19) **PESTICIDES AND HERBICIDES:** The use of pesticides and herbicides by the Permittee is prohibited.
- (20) **HAZARDOUS MATERIALS:** Permittee shall not transport, deliver, transfer, store, or use any hazardous materials or fuels in the ROWs except as authorized by this Permit. All transport, deliver, transfer, storage, or use of hazardous materials and fuels authorized by this Permit shall comply with all applicable Federal and State law and regulations.
- (21) **ACCIDENTS:** The Permittee shall notify the Project Leader as soon as possible and no later than twelve (12) hours after learning of any accident or other event in the Described Areas that could result in damage to the resources, values or purposes of the refuge. In the event of such accidents or other events, the Permittee shall take all reasonable steps to prevent or mitigate damage to the resources, values, or purposes of the refuge both independently and at the direction of the Project Leader.
- (22) **WILDLIFE:** The Permittee shall immediately report any problems with wildlife to the Project Manager. In order to limit impacts to fisheries, no construction equipment is allowed in the stream. The construction will occur from the stream banks. No activity will occur in the water or below the ordinary high-water mark.
- (23) **ACCESS:** Ingress and egress to the Described Areas by the Permittee is limited to vehicular use of administrative roads, trails, and an Auto-tour route. Off-road access is authorized by this Permit within the ROW only in the performance of fence removal and installation, construction of trail, and bridge construction if required. The Permittee will provide an estimated time of installation and coordinate entry with refuge staff.
- (24) **STORAGE OF VEHICLES AND EQUIPMENT:** A crawler excavator, dump truck, and a small truck will be allowed to stay on refuge property until project completion to minimize damage to the existing trails and road system. No other unattended vehicles, equipment, or materials may be parked or stored in the Described Areas without prior written authorization by the Project Leader.

- (25) **OBSTRUCTIONS:** Permittee shall clear and keep clear the lands within the ROWs to the extent and in the manner directed by the Project Leader in charge; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project in such a manner as to decrease the fire hazard and also in accordance with such instructions as the Project Leader may specify. 50 CFR § 29.21-4(b)(2). All construction debris must be picked up that same day to minimize littering.
- (26) **FIRE CONTROL:** Permittee shall do everything reasonably within its power, both independently and on request of any duly authorized representative of the United States, to prevent and suppress fires on or near lands to be occupied under this Permit, including making available such construction and maintenance forces as may be reasonably obtainable for the suppression of such fires. 50 CFR § 29.21-4(b)(5).
- (27) **SIGNAGE:** No signs that are not expressly authorized by this Permit shall be placed in the Described Areas except that the Permittee shall place and maintain appropriate signs, barricades and/or other warnings to notify the public of any danger posed by the ROWs or Permitted Facilities. Additional signage related to trail and location of signage must be approved by Project Leader prior to being installed.
- (28) **SURVEY MONUMENTS:** Permittee shall not disturb or remove any survey monument or project boundary monument unless Permittee requests and receives from the Regional Chief approval of measures Permittee shall take to perpetuate the location of an aforesaid monument. 50 CFR § 29.21-4(b)(3).
- (29) **PROTECTION OF UTILITY LINES:** Permittee shall protect in a workman-like manner, at crossings and at places in proximity to its transmission lines on the ROW authorized, in accordance with the rules prescribed in the National Electric Safety Code, all Government and other telephone, telegraph, and power transmission lines from contact and all highways and railroads from obstructions and to maintain its transmission lines in such manner as not to menace life or property. 50 CFR § 29.21-8(a).
- (30) **LIABILITY TO AVOID INTERFERENCE WITH UTILITY LINES:** Neither the privilege nor the right to occupy or use the lands for the purpose authorized shall relieve the Permittee of any legal liability for causing inductive or conductive interference between any project transmission line or other project works constructed, operated, or maintained by the Permittee on the servient lands, and any radio installation, telephone line, or other communication facilities now or hereafter constructed and operated by the United States or any agency thereof. 50 CFR § 29.21-8(b).
- (31) **AVIAN PROTECTION:** The Plan does not require any poles or overhead wires to be set.
- (32) **POLE PLACEMENT:** The Plan does not require any poles to be set.

- (33) POLE REMOVAL: There are no poles that need to be removed under this plan.
- (34) TRANSMISSION LINE CONSOLIDATION: There are no transmission lines to be consolidated under this plan.
- (35) REQUIRED MODIFICATIONS: This Permit is subject to the express covenant that any facilities constructed thereby will be modified or adapted, if such is found by the Regional Chief to be necessary, without liability or expense to the United States, so that such facilities will not conflict with the use and occupancy of the land for any authorized works which may hereafter be constructed thereon under the authority of the United States. Any such modification will be planned and scheduled so as not to interfere unduly with or to have minimal effect upon the permitted ROW. 50 CFR § 29.21-4(b)(14).
- (36) AIR POLLUTION CONTROL: Fugitive dust should be kept to a minimum using precautions such as using water for dust control, covering open equipment for conveying materials, and prompt removal of spilled or tracked dirt (see 9VAC5-50-60 et seq. of the Virginia Regulations for the Control and Abatement of Air Pollution).
- (37) MONITORING: Permittee shall allow the Project Leader or designated staff access for routine monitoring of all construction-related activities as described in this permit.
- (38) AS-BUILT SURVEY: The Permittee shall provide the Regional Chief with four original copies of a survey drawing of the 50-year right-of-way and the Permitted Facilities within ninety (90) days after development, construction, and installation of the Permitted Facilities. The survey drawing shall be attached to this Permit, supersede any previous exhibits, as necessary, and thereafter constitute the description of the land subject to this Permit.
- (39) CERTIFICATE OF COMPLETION: Permittee shall, upon completion of construction, file a certification of completion with the Regional Chief as proof of construction. 50 CFR § 29.21-5(b).
- (40) EXTENT OF USE PERMITTED: This Permit is for the specific use, purpose (Permitted Uses), and facilities (Permitted Facilities) described and may not be construed to include the further right to authorize any other use within the ROW unless approved in writing by the Regional Chief. 50 CFR § 29.21-4(b)(15).
- (41) CHANGE IN JURISDICTION OVER AND DISPOSAL OF LANDS: The final disposal by the United States of any tract of land traversed by a ROW shall not be construed to be a revocation of the right-of-way in whole or in part, but such final disposition will be deemed and taken to be subject to such right-of-way unless it has been specifically canceled. 50 CFR § 29.21-6(a).
- (42) TERMINATION: All or part of this Permit may be terminated by the Regional Chief, for failure to comply with any or all of the terms or conditions of the Permit or for

abandonment. A rebuttable presumption of abandonment is raised by deliberate failure of the Permittee to use for any continuous 2-year period the ROW for the purpose for which it was Permitted. In the event of noncompliance or abandonment, the Regional Chief will notify the Permittee in writing of her or his intention to suspend or terminate the Permit 60 days from the date of the notice, stating the reasons therefore, unless prior to that time the Permittee completes such corrective actions as are specified in the notice. The Regional Chief may permit an extension of time within which to complete corrective actions when, in his or her judgement, extenuating circumstances not within the Permittee's control such as adverse weather conditions, periods of wildlife breeding or peak concentration that require non-action, or other compelling reasons warrant. Failure to take corrective action within the 60-day period or any extension thereof shall result in suspension or termination of the Permit. No administrative proceeding shall be required where the Permit terminates under its terms. 50 CFR § 29.21-4(b)(9).

- (43) **TERMINATION THRU NON ACTION:** If construction is not commenced within two (2) years after the issuance date of this Permit, the Permit may be terminated by the Regional Chief at her or his discretion. 50 CFR § 29.21-5(a).
- (44) **TRANSFER OF PERMIT:** Any proposed transfer, by assignment, lease, operating agreement, or otherwise, of this Permit must be filed in triplicate with the Regional Chief and must be supported by a stipulation that the transferee agrees to comply with and be bound by the terms and conditions of the original Permit as amended, if applicable. A \$25.00 nonreturnable service fee must accompany the proposal. No transfer will be recognized unless and until approved in writing by the Regional Chief. 50 CFR § 29.21-6(b).
- (45) **DISINCORPORATION:** This Permit shall immediately terminate if the Permittee disincorporates or otherwise ceases to exist. The Service shall have no responsibility to implement or continue the Permitted Uses nor shall it have any liability for continuation or termination of the Permitted Uses.
- (46) **DISPOSAL OF PROPERTY:** Any property, improvements, or facilities remaining in the Described Areas after termination or expiration of this Permit shall become the property of the United States or shall be removed by the Service at the Permittee's cost. The Project Leader may allow additional time for removal or require underground property, improvements, or facilities to be abandoned in place to prevent or mitigate derogation of resources. The Permittee shall not remove any property, improvements, or facilities of value if the Permittee owes moneys to the United States.
- (47) **NO COST TO SERVICE:** Nothing herein contained shall be construed to bind the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.



- (48) **REPAIRS TO INFRASTRUCTURE:** Permittee shall rebuild and repair such roads, fences, structures, and trails as may be destroyed or injured by construction work and build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained or operated under the ROWs as directed by the Regional Chief. 50 CFR § 29.21-4(b)(6).
- (49) **DAMAGES:** Permittee shall pay the United States the full value for all damages to the lands or other property of the United States caused by Permittee, its employees, contractors, or employees of the contractors and indemnify the United States against any liability for damages to life, person, or property arising from the use of the lands under the Permit, except where the Permittee is a State or other governmental agency which has no legal power to assume such a liability with respect to damages caused by it to lands or property, such agency in lieu thereof agrees to repair all such damages. Where the Permit involves lands that are under the exclusive jurisdiction of the United States, the Permittee or its employees, contractors, or agents of the contractors, shall be liable to third parties for injuries incurred in connection with the ROWs. ROW Permits involving special hazards will impose liability without fault for injury and damage to the land and property of the United States up to a specified maximum limit commensurate with the foreseeable risks or hazards presented. The amount of no-fault liability for each occurrence is hereby limited to no more than \$1,000,000. 50 CFR § 29.21-4(b)(7).
- (50) **RESTORATION:** Permittee shall restore the land to its original condition to the entire satisfaction of the Regional Chief, so far as it is reasonably possible to do so upon revocation and/or termination of the Permit, unless this requirement is waived in writing by the Regional Chief. Termination also includes Permits that terminate under the terms of the Permit. 50 CFR § 29.21-4(b)(10).
- (51) **DISPOSAL OF PROPERTY ON TERMINATION OF RIGHT OF WAY:** Permittee shall, in the absence of any agreement to the contrary, be allowed six (6) months after termination of this Permit to remove all property or improvements other than a road and useable improvements to a road, placed thereon by Permittee; otherwise, all such property and improvements shall be come the property of the United States. Extensions of time may be Permitted at the discretion of the Regional Chief. 50 CFR § 29.21-6(c).
- (52) **PERMIT MODIFICATIONS:** Consistent with 50 CFR 25.21(h), the authorized officer may require permit modifications at any future time to insure compatibility with the use and occupancy of the land. Compatibility will be based on the existing conditions of the permitted use at the time the permit authorization, not from a pre-use perspective.
- (53) **MAINTENANCE:** Prince William County will be solely responsible for maintaining the PHNST trail infrastructure on the refuge, including the trail, trail surfaces, boardwalks, bridges, and signage. The trail infrastructure will be maintained to ensure public safety and to meet trail standards outlined in the Prince William County Comprehensive Plan.
- (54) **PERMITTED ACTIVITIES AND AREAS:** This Permit is granted only for the specific uses described in this document and may not be construed to include the further right to









Map Sources:  
USFWS, USGS

Map prepared for Mason Neck and Featherstone NWR  
Comprehensive Conservation Plan, July 2011

0 0.1 0.2 0.3 0.4 0.5 Miles

0 0.25 0.5 0.75 1 Kilometers







Map Sources:  
USFWS, USGS

Map prepared for Mason Neck and Featherstone NWR  
Comprehensive Conservation Plan, July 2011

0 0.1 0.2 0.3 0.4 0.5 Miles

0 0.25 0.5 0.75 1 Kilometers





NOTES:

- 1.) THE PROPERTIES SHOWN ON THIS PLAT ARE LOCATED ON THE FOLLOWING GEOGRAPHIC PARCEL IDENTIFICATION NUMBERS (GPIN): 8491-03-2516, AND 8390-97-5714.
- 2.) NO TITLE REPORT HAS BEEN FURNISHED, THEREFORE ALL UNDERLYING EASEMENTS MAY NOT BE INDICATED ON THIS PLAT.
- 3.) THE BOUNDARY INFORMATION IS TAKEN FROM THE EXISTING LAND RECORDS AND A LIMITED FIELD SURVEY. THE LIMITED SURVEY PERFORMED LOCATES 3 BOUNDARY CORNERS OF THE WILDLIFE REFUGE AND LOT CORNERS FEATHERSTONE FARMS SECTION 2.
- 4.) NORTH IS MAGNETIC (MAGNETIC) AND IS BASED ON GPS OBSERVATIONS.
- 5.) THE PROPERTY AT GPIN 8491-03-2516 IS ALSO KNOWN AS FEATHERSTONE FARMS SECTION ONE PARCEL "C" AS RECORDED AT D. 1827 @ PG 1516.
- 6.) A LIMITED TITLE SEARCH WAS PERFORMED FOR GPIN 8491-03-2516 BY CEDAR RUN TITLE AND ABSTRACT INC. ON AUGUST 1, 2013. CASE #S 52045 AND 52046. THE PROPERTIES ARE SUBJECT TO AN EASEMENT TO VERCO, RECORDED IN DB 165 AT PAGE 11. THIS EASEMENT IS NOT SHOWN ON THE PLAT DUE TO A VAGUE DESCRIPTION.

OWNER'S CONSENT

THE PLATTING OF THE LAND SHOWN HEREON, AND AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER, PROPRIETORS AND TRUSTEES, IF ANY, THE UNDERSIGNED HEREBY EXPRESSLY CONSENT TO THE DEDICATION TO THE PRINCE WILLIAM COUNTY OF ANY EASEMENT INDICATED ON SUCH PLAT, OR FOR ACCESS THERETO, OR FOR CONSTRUCTION EASEMENTS, TEMPORARY OR PERMANENT, ULTIMATELY TO OWNED OPERATED, OR MAINTAINED BY ANY PUBLIC AUTHORITY.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

UNITED STATES OF AMERICA

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

UNITED STATES OF AMERICA FISH AND WILDLIFE SERVICE

NOTARY'S CERTIFICATE

CITY/COUNTY OF \_\_\_\_\_  
COMMONWEALTH OF VIRGINIA

I, THE UNDERSIGNED NOTARY PUBLIC DO HEREBY CERTIFY THAT

WHOSE NAME(S) IS(S) IS(S) SIGNED TO THE FOREGOING OWNER'S CONSENT APPEARED AND ACKNOWLEDGED THE SAME BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_ 2016.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

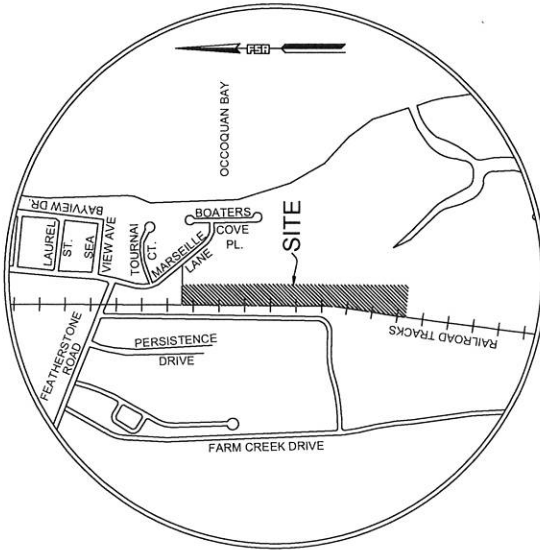
NOTARY'S CERTIFICATE

CITY/COUNTY OF \_\_\_\_\_  
COMMONWEALTH OF VIRGINIA

I, THE UNDERSIGNED NOTARY PUBLIC DO HEREBY CERTIFY THAT

WHOSE NAME(S) IS(S) SIGNED TO THE FOREGOING OWNER'S CONSENT APPEARED AND ACKNOWLEDGED THE SAME BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_ 2016.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_



VICINITY MAP

SCALE: 1"=1000'

SURVEYOR'S CERTIFICATE

I, LONNY D. STURGEON, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE PROPERTIES SHOWN HEREON ARE CURRENTLY OWNED AS FOLLOWS: GPIN 8491-03-2516 IS CURRENTLY OWNED BY THE UNITED STATES OF AMERICA FISH AND WILDLIFE SERVICE AS ACQUIRED DB 1884 @ PG. 271. THE PROPERTY AT GPIN 8390-97-5714 IS CURRENTLY OWNED BY THE UNITED STATES OF AMERICA AS ACQUIRED IN DB 1057 @ PG. 296 AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA. I FURTHER CERTIFY THAT THE BOUNDARY SHOWN IS BASED UPON THE EXISTING LAND RECORDS AND A LIMITED FIELD SURVEY, AND IS NOT A RESULT OF A FIELD SURVEY.



NO TITLE REPORT FURNISHED

PLAT SHOWING A  
40' TRAIL EASEMENT ACROSS  
THE PROPERTY OF  
THE UNITED STATES OF AMERICA  
FISH AND WILDLIFE SERVICE  
AND  
THE UNITED STATES OF AMERICA

WOODBRIE MAGISTERIAL DISTRICT  
PRINCE WILLIAM COUNTY, VIRGINIA

DATE: 08/22/2016  
SCALE: N/A

DRN: REK sr / CAS  
CHK: LDS



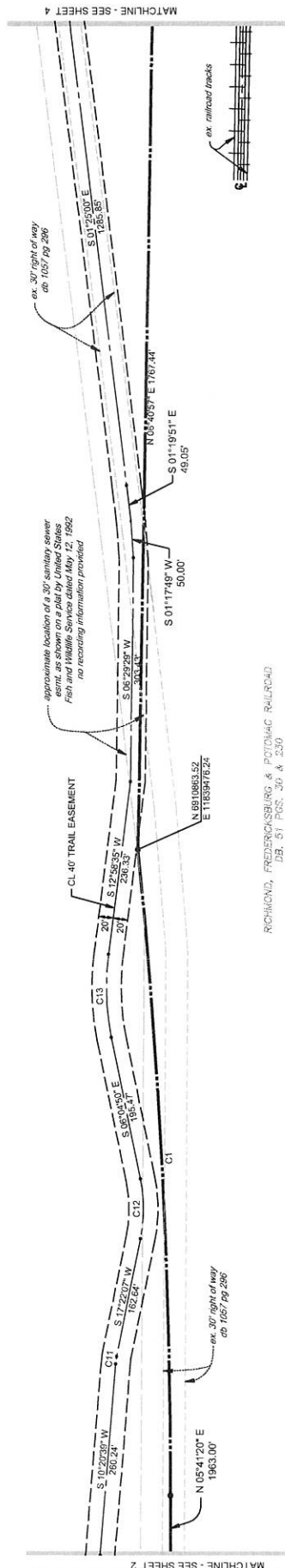
NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD	TANGENT
C3	22.46'	15.00'	085°48'27"	S 35°00'21" E	20.42'	13.94'
C4	11.64'	10.00'	065°40'33"	S 07°10'18" W	10.99'	6.58'
C5	6.31'	4.00'	030°25'42"	S 04°25'06" E	5.66'	4.03'
C6	120.38'	198.21'	034°58'17"	S 23°00'20" E	119.11'	62.44'
C7	21.33'	200.00'	036°06'42"	S 03°31'18" W	21.32'	10.68'
C8	24.32'	200.00'	006°58'02"	S 04°55'36" W	24.31'	12.18'
C9	34.35'	200.00'	009°10'25"	S 03°29'25" W	34.31'	17.22'
C10	42.73'	200.00'	012°14'30"	S 04°16'35" W	42.65'	21.45'





GPIN: 8491-03-2516

UNITED STATES OF AMERICA  
FISH AND WILDLIFE SERVICE  
(FEATHERSTONE FARMS  
SECTION ONE PARCEL "C")



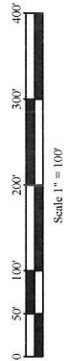
RICHMOND, FREDERICKSBURG & POTOMAC RAILROAD  
DB. S1 PGS. 20 & 230



NO TITLE REPORT FURNISHED

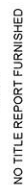
PLAT SHOWING A  
40' TRAIL EASEMENT ACROSS  
THE PROPERTY OF  
THE UNITED STATES OF AMERICA  
FISH AND WILDLIFE SERVICE  
AND  
THE UNITED STATES OF AMERICA

WOODBRIDGE MAGISTERIAL DISTRICT  
PRINCE WILLIAM COUNTY, VIRGINIA  
DATE: 08/22/2016  
SCALE: 1"=100'  
DRN: REK Sr / CAS  
CHK: LDS



CURVE TABLE

NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD	TANGENT
C1	876.52'	8554.40'	005°32'15"	S 02°45'13" W	876.14'	438.65'
C11	10.09'	200.00'	002°53'27"	S 11°47'23" W	10.09'	5.05'
C12	81.85'	200.00'	023°26'57"	S 05°38'38" W	81.28'	41.51'
C13	113.57'	350.00'	018°35'28"	S 03°43'21" W	113.07'	57.28'



PLAT SHOWING A  
40' TRAIL EASEMENT ACROSS  
THE PROPERTY OF  
THE UNITED STATES OF AMERICA  
FISH AND WILDLIFE SERVICE  
AND  
THE UNITED STATES OF AMERICA

WOODBRIDGE MAGISTERIAL DISTRICT  
PRINCE WILLIAM COUNTY, VIRGINIA

DATE: 08/22/2016  
SCALE: 1"=100'

DRN: REK Sr. / CAS  
CHK: LDS

NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD	TANGENT
C2	990.69'	11594.00'	004°54'00"	N 09°04'12" E	990.39'	495.65'
C14	33.80'	20.00'	096°46'20"	S 47°08'03" W	25.92'	22.54'



Scale 1" = 100'



Christopher E. Martino  
County Executive

## COUNTY OF PRINCE WILLIAM

OFFICE OF EXECUTIVE MANAGEMENT

1 County Complex Court, Prince William, Virginia 22192-9201  
(703) 792-6600 Metro 631-1703 FAX: (703) 792-7484

### BOARD OF COUNTY SUPERVISORS

Corey A. Stewart, Chairman  
Jeanine M. Lawson, Vice Chairman  
Ruth M. Anderson  
Maureen S. Caddigan  
Pete Candland  
John D. Jenkins  
Martin E. Nohe  
Frank J. Principi

June 19, 2017

**TO:** Board of County Supervisors

**FROM:** Seth Hendler-Voss  
Parks and Recreation Director

**THRU:** Christopher E. Martino  
County Executive

**RE:** Execute a Right-of-Way Permit granted by the United States Department of the Interior, Fish and Wildlife Service, to the Prince William County, Department of Parks and Recreation For a Two (2) Year Construction Right-of-Way and a 50-year Trail Right-of-Way Within the Featherstone National Wildlife Refuge, For the Development and Management of the Potomac Heritage National Scenic Trail– **Woodbridge Magisterial District**

**I. Background** in chronological order is as follows:

- A. Potomac Heritage National Scenic Trail (PHNST)– In 1983, Congress amended the National Trails System Act to designate a corridor for the PHNST between the Chesapeake Bay and the Laurel Highlands of Pennsylvania. Although the PHNST is a unit of the National Park Service, the routing, development and management of the PHNST is performed primarily by state and local entities.
- B. Featherstone National Wildlife Refuge (NWR) – Managed by the U.S. Fish and Wildlife Service, the Refuge was established for the purpose of protecting the features of a contiguous wetlands area. The Refuge consists of 325 acres of woodland and freshwater tidal marsh and is located along the northern shore and mouth of Neabsco Creek and north along Occoquan Bay. Current access is limited to a designated non-motorized boat water landing. In Prince William County, the PHNST runs through the Refuge.
- C. Federal Lands Access Program Funding – On June 6, 2015, by Resolution 15-401, the Board of County Supervisors authorized a Memorandum of Agreement (MOA) with the Virginia Department of Transportation and the Eastern Federal Lands Highway Division to accept \$568,000 in Federal Lands Access Program grant funding and to contribute \$146,250 in matching funds for the development of the PHNST segment within the Featherstone NWR. As part of the agreement the private development company Kettler contributed \$45,000 of services as an



in-kind match for the installation of a stairway access from the Rippon Landing Virginia Railway Express/CSX station to the Featherstone NWR. On August 4, 2015, the Board of County Supervisors executed this MOA.

- D. Design Phase – After the completion of a Phase I - Archaeological Survey, a boundary survey was conducted and engineered plans were developed. The design includes 5,056 feet of natural surface trail, 1,200 feet of boardwalk, and two pedestrian bridge creek crossings. The plans were submitted to the U.S. Fish and Wildlife Service for review in May of 2016.

II. Current Situation is as follows:

- A. Permit for Right-of-Way Establishment – Based on the proposed design plans and trail alignment plats submitted by the Department of Parks and Recreation, the U.S. Fish and Wildlife Service has prepared and signed a Right-of-Way (ROW) Permit granting a two (2) year Construction ROW and a 50-year Trail ROW within the Featherstone NWR to Prince William County for the development and management of the PHNST.
- B. Terms - The survey bearing described in the Permit as *LAND SUBJECT TO RIGHTS-OF-WAY* creates the centerline of the proposed 60-foot wide Construction ROW and 10-foot wide Trail ROW.
- C. Constructions ROW - The proposed Construction ROW is to be 60-foot wide and permits the installation of the natural surface trail and trail features as designed on the Department of Parks and Recreation plan drawings. The ROW will expire after a period of two (2) years from the effective date of the permit, which shall commence upon execution from all parties.
- D. Trail ROW - The proposed Trail ROW is to be 10-feet in width and grants to the County the right to operate and maintain the PHNST segment within the Featherstone NWR as a non-motorized public recreation path for a period of 50-years.
- E. Board Action Request – The Board of County Supervisors is requested to execute a Right of Way Permit granted by the United States Department of the Interior, Fish and Wildlife Service, to the Prince William County, Department of Parks and Recreation for a two (2) year Construction ROW and a 50-year Trail Right-of-Way within the Featherstone National Wildlife Refuge, for the development and management of the Potomac Heritage National Scenic Trail.

**III. Issues** in order of importance are:

- A. Service Level/Policy Impact – What are the service level or policy implications associated with this action?
- B. Timing – Is there a timing urgency to this request?
- C. Fiscal – What is the Fiscal impact of this action?
- D. Legal – What are the legal considerations associated with this action?

**IV. Alternatives** in order of feasibility are:

- A. Execute a Right-of-Way Permit granted by the United States Department of the Interior, Fish and Wildlife Service, to the Prince William County, Department of Parks and Recreation for a two (2) year Construction Right of Way and a 50-year Trail Right of Way within the Featherstone National Wildlife Refuge, for the development and management of the Potomac Heritage National Scenic Trail.
  - 1. Service Level/Policy Impact – The completed trail segment through the Featherstone NWR will provide connectivity for the PHNST from Veterans Park to the Rippon Landing Virginia Railway Express/CSX station while also creating new outdoor recreation and environmental education opportunities for the region.
  - 2. Timing – Prompt execution of the permit will allow the Department of Parks and Recreation to proceed with advertising the project for public bid by December 1, 2017, and upon award of contract, begin construction.
  - 3. Fiscal Impact – \$737,473 in funding is available for the construction of the Featherstone NWR trail segment of the PHNST in the Department of Parks and Recreation Capital Improvement Project Account.
  - 4. Legal – Approving the execution of the ROW Permit would add the trail corridor detailed in the attached plats to County's management and maintenance responsibilities. The County would gain certain privileges and rights, which are described in the documents, over the ROW area, which will allow development of the PHNST. The County Attorney's Office has reviewed and approves the above referenced documents.
- B. Take No Action
  - 1. Service Level/Policy Impact – Alternative routing of PHNST around the Featherstone NWR would be required.

2. Timing – The development of the PHNST through the Featherstone NWR will be delayed indefinitely.
3. Fiscal Impact – \$64,484 of Parks and Recreation Department Capital Improvement Plan funds have been spent to date on the project for design and engineering services. All state and federal grant funds received for the project by the Federal Lands Access Program grant, \$568,000, would be reimbursed to the Virginia Department of Transportation. The private development company Kettler has now contributed a total of \$78,068.95 of services as an in-kind match for the installation of a stairway access from the Rippon Landing Virginia Railway Express/CSX station to the Featherstone NWR. The stairway is now completed. Unencumbered budgeted funding would be redistributed to other PHNST development projects.
4. Legal – The Board of County Supervisors is not obligated to approve the ROW permits, however, the County cannot proceed with this section of trail development until the Board does so. The Federal Lands Access Program agreement may be terminated with 30-day written notice to the Virginia Department of Transportation.

V. **Recommendation** is that the Board of County Supervisors concurs with Alternative A and approves the attached Resolution.

Staff Contact: Matthew White, x4234