

## Questions about Landowner Rights during Pipeline Survey Work

Q: Can a gas company enter onto my property without my permission to survey the route of their pipeline?

A: Not without strictly following the law.

Q: What is the law the gas company must follow to survey on my property?

A: [Virginia Code Section 56-49.01](#) requires the gas company to send you a letter by certified mail with a request for permission to enter onto your property and inspect the property. This request must set forth the date the inspection is proposed to be made, and must be made not less than 15 days prior to the date of the proposed inspection.

Q: If I do not give them permission to come onto my property in response to this letter, what will the gas company do next?

A: If it wants to move forward with survey work on your property, the gas company is required by Virginia law to send you—again by certified mail—a notice of intent to enter your property. This notice must set forth the date of the intended entry onto your property for survey work, and must be made not less than 15 days prior to the date on which the gas company intends to enter your property.

Q: If I still refuse to allow the gas company on my property after they have sent a notice of intent to enter, are they permitted to enter the property?

A: The gas company is permitted by Virginia law to enter onto your property to make examinations, tests, hand auger borings, appraisals and surveys for its proposed line if they send you the request for permission by certified mail with a date of the proposed inspection at least 15 days prior to that date and they send you the notice of intent to enter by certified mail with the date of the proposed entry at least 15 days prior to that date.

Q: What is the gas company does not provide the date of entry?

A: If the gas company does not provide the date of entry, or does not provide at least 15 days notice by certified mail, it is not complying with the law and any entry onto your property constitutes a trespass.

Q: Without my permission, may the gas company bring trucks onto my property for surveying?

A: No. Unless you give the gas company permission to do so, it may not use motor vehicles, self-propelled machinery or power equipment during its inspection and survey work on your property. Gas company employees may only enter onto the property on foot and may not use any vehicles power equipment during their time on your property. The survey crew may use a hand bore to take soil samples from your property.

Q: If a gas company employee causes damage to my property while inspecting or surveying it, am I entitled to compensation?

A: Yes. The law requires that the gas company make reimbursement to the owner for any actual damages resulting from such entry. So, for example, if the survey crew damages a road on your property, or leaves behind a hole that causes an injury to a person or animal, or damages a vehicle or equipment, the gas company must pay you for those damages. If they do not, you can enforce your right to recover those damages in court.

Q: If I choose to allow gas company surveyors to enter onto my property, is there anything I should do to protect my rights?

A: Yes, if you give permission to the gas company, you should only do so in writing, keeping a copy of any such writing for your own records. If you give permission, you should do so only for specific dates, and you should request the names and employers of all persons who will be on your property as well as the specific times when those persons will be on your property. You should also request that the gas company tell you the nature of the activities that its employees or contractors will be performing on your property, provide you with a list of equipment to be used on your property, and give you a copy of any report or document created as a result of the time spent and work performed on your property.

Q: What is the statute that applies to the gas company survey rights?

A: § 56-49.01. Natural gas companies; right of entry upon property.

A. Any firm, corporation, company, or partnership, organized for the bona fide purpose of operating as a natural gas company as defined in 15 U.S.C. § 717a, as amended, may make such examinations, tests, hand auger borings, appraisals, and surveys for its proposed line or location of its works as are necessary (i) to satisfy any regulatory requirements and (ii) for the selection of the most advantageous location or route, the improvement or straightening of its line or works, changes of location or construction, or providing additional facilities, and for such purposes, by its duly authorized officers, agents, or employees, may enter upon any property without the written permission of its owner if (a) the natural gas company has requested the owner's permission to inspect the property as provided in subsection B, (b) the owner's written permission is not received prior to the date entry is proposed, and (c) the natural gas company has given the owner notice of intent to enter as provided in subsection C. A natural gas company may use motor vehicles, self-propelled machinery, and power equipment on property only after receiving the permission of the landowner or his agent.

B. A request for permission to inspect shall (i) be sent to the owner by certified mail, (ii) set forth the date such inspection is proposed to be made, and (iii) be made not less than 15 days prior to the date of the proposed inspection.

C. Notice of intent to enter shall (i) be sent to the owner by certified mail, (ii) set forth the date of the intended entry, and (iii) be made not less than 15 days prior to the date of mailing of the notice of intent to enter.

D. Any entry authorized by this section shall not be deemed a trespass. The natural gas company shall make reimbursement for any actual damages resulting from such entry. Nothing in this section shall impair or limit any right of a natural gas company obtained by (i) the power of eminent domain, (ii) any easement granted by the landowner or his predecessor in title, or (iii) any right-of-way agreement, lease or other agreement by and between a natural gas company and a landowner or their predecessors in title or interest.