

Issue Analysis Form

Date: July 6, 2020
Item: Hancock Easement Acceptance
Lead Department(s): Comm. Dev. & Code Compl.
Contact Person(s): Julie Walton



Description and Current Status

The County has an agreement with VDOT to repair a stormwater drainage ditch on Marl Bank Drive in the Beechwood Manor subdivision. The work requires two temporary construction easements from the property owners on each side of the ditch to allow equipment access to the work area. There is an existing 15' permanent easement along the ditch line; the additional 10' easements are on each side of this easement. Attached for the Board's review and consideration is the easement document prepared by the County Attorney and signed by the property owners.

Government Path

- Does this require IDA action?** Yes No
- Does this require BZA action?** Yes No
- Does This require Planning Commission Action?** Yes No
- Does this require Board of Supervisors action?** Yes No
- Does this require a public hearing?** Yes No
- If so, before what date?** Yes No

Fiscal Impact Statement

The VDOT agreement is funded through the Stormwater Utility Fund. No general fund tax dollars are proposed to be utilized for this project. There is no fiscal impact for the easement agreement.

County Impact

The current drainage ditch has experienced sidewall failures and is eroding into the adjacent properties. VDOT has proposed installing an underground pipe to stop any further damage.

Notes

Attached for review are the subdivision plat, easement agreement, and easement graphics.

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 14th day of July, 2020:

<u>Present:</u> Donald R. Hunter, Chairman Alan R. Carmichael, Vice Chairman Floyd M. Brown, Jr. Marlene J. Waymack T. J. Webb	<u>Vote:</u>
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C-7

On motion of _____, seconded by _____, which carried _____, the following Resolution was adopted:

RESOLUTION; ACCEPTANCE OF A 10' TEMPORARY CONSTRUCTION EASEMENT LOCATED ON PARCEL ID 05A(01)02-007-0 FOR A DRAINAGE IMPROVEMENT PROJECT ON MARL BANK DRIVE IN THE BEECHWOOD MANOR SUBDIVISION

WHEREAS, The Prince George County Board of Supervisors has determined that it is in the best interest of the County of Prince George and its citizens to improve the drainage system on Marl Bark Drive in the Beechwood Manor subdivision; and,

WHEREAS, The County's Stormwater Utility Fund is designed and utilized for such improvement projects; and,

WHEREAS, The County has entered into an agreement with VDOT to perform the improvements and such improvements require temporary construction easements;

NOW THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 14th day of July, 2020, hereby accepts the temporary construction easement agreement and authorizes the County Administrator to sign the easement agreement.

A Copy Teste:

Percy C. Ashcraft
County Administrator

Prepared by: Daniel N. Whitten
County Attorney
P. O. Box 68
Prince George, VA 23875

Consideration: \$10.00
Exempt from Taxation and Recordation
Fees Imposed by Section 58.1-801 by
Section 58.1-811 A-3.

Tax Map #: 05A(01)02-007-0

THIS DEED OF EASEMENT, made this 16th day of June, 2020, by and between BARRY M. HANCOCK and TAMARA G. HANCOCK, husband and wife, ("Grantors"), and THE COUNTY OF PRINCE GEORGE VIRGINIA, a political subdivision of the Commonwealth of Virginia, ("Grantee").

RECITALS

Whereas the Grantors own certain real property located in Prince George County, Virginia identified as Parcel ID 05A(01)02-007-0 ("Property"); and

Whereas, it is the desire and intent of Grantors to grant and convey to the Grantee a temporary construction easement on the Property in order to construct and install drainage facilities, as more particularly described herein.

WITNESSETH:

That for and in consideration the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the Grantors do hereby grant and convey, unto the Grantee, a temporary construction easement as follows:

Temporary construction easement over, under, through and across that portion of the Property shown and designated as a "10' Temporary Construction Easement" on a drawing dated June 5, 2019, by N. McKenny, GIS Technician, County of Prince George entitled "PROPOSED 10ft TEMPORARY CONSTRUCTION EASEMENTS ON LOT 8, SEC. 7 AND LOT 7, SEC. 1 OF BEECHWOOD MANOR"; said drawing being attached hereto and made a part of this instrument. Reference is hereby made to said drawing for a more particular description of the property hereby conveyed.

This easement is granted subject to the following conditions:

1. At no time shall Grantors charge Grantee for the use of the property occupied by Grantee or for the privilege of exercising the rights granted under this easement.

2. Grantee, its agents and employees for the purpose of inspecting, maintaining, or operating, its facilities shall have the right of ingress to and egress from the easement over the property of Grantors adjacent to the easement and lying between public or private roads and the easement in such manner as shall occasion the least practicable damage and inconvenience to Grantors. Grantee shall repair damage to roads, or other improvements while exercising this right of ingress and egress or shall pay Grantors for any damage done in the exercise of its right of ingress and egress, provided Grantors give written notice thereof to Grantee within sixty days after such damage occurs.

3. Grantee, its agents and employees shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use and for any of the purposes of the easement herein granted.

4. Grantee, its agents and employees shall have the right to alter or remove any structures or obstructions, natural or artificial, in the easement which it deems in any way to interfere with the proper and efficient construction, operation, or maintenance of public roads, County utilities, drainage, and other appurtenant facilities in the adjacent easement or right of way; provided, however, that except for trees, limbs, and undergrowth, Grantee shall repair, restore, or replace all facilities located in the easement which may be disturbed, damaged or removed to as nearly as possible their original conditions. Grantee shall remove all trash and other debris from the easement and shall restore the surface thereof to as nearly as possible its original condition.

5. Grantors, their agents and employees reserves the right to make use of the easement herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement by Grantee for the purpose of this easement. However, Grantors shall not erect any building or other structure, on the easement prior to or during construction of the public roads, County utilities and drainage, and other appurtenant facilities in the adjacent permanent easement or right of way without obtaining the prior written approval of Grantee.

6. The easement shall terminate upon the completion of the construction of the drainage facilities.

The Grantors covenant that they have the right to convey the aforesaid property unto the Grantee; that the Grantee shall have quiet possession thereof; that the Grantors have done no act to encumber such property that would affect its use for a public purpose and that it will execute such further assurances in the future as may be requisite to allow public use for utility purposes or related uses within the property hereby conveyed.

The Grantors, by the execution of this instrument, acknowledges that the plans for the aforesaid project as they affect his property have been fully explained to him.

In accordance with § 15.2-1803, Code of Virginia, 1950, as amended, the conveyance of this property is accepted by the County of Prince George, Virginia, a political subdivision of the Commonwealth of Virginia, as evidenced by the signature of the County Administrator, attached hereto pursuant to authority vested in him by Resolution of the Board of Supervisors adopted on _____; and is approved as to form as evidenced by the signature of the County Attorney for the County of Prince George.

WITNESS the following signature and seal:

GRANTORS:

Barry M. Hancock (SEAL)
BARRY M. HANCOCK

Tamara G. Hancock (SEAL)
TAMARA G. HANCOCK

STATE OF Virginia
CITY/COUNTY OF Prince George, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by Barry M. Hancock and Tamara G. Hancock whose names are signed to the foregoing deed, this 16th day of June, 2020.

My commission expires: 4-31-21

My registration number: 7739195

Laura Greaves Smith
Notary Public



THE COUNTY OF PRINCE GEORGE, VIRGINIA
A political subdivision of the Commonwealth of Virginia

By _____
County Administrator

COMMONWEALTH OF VIRGINIA,

COUNTY OF PRINCE GEORGE, TO_WIT:

The foregoing instrument was acknowledged before me in my County and State aforesaid by Percy C. Ashcraft, County Administrator of Prince George County, Virginia, a political subdivision of the Commonwealth of Virginia, this ____ day of _____, 2020.

My commission expires: _____

My registration number: _____

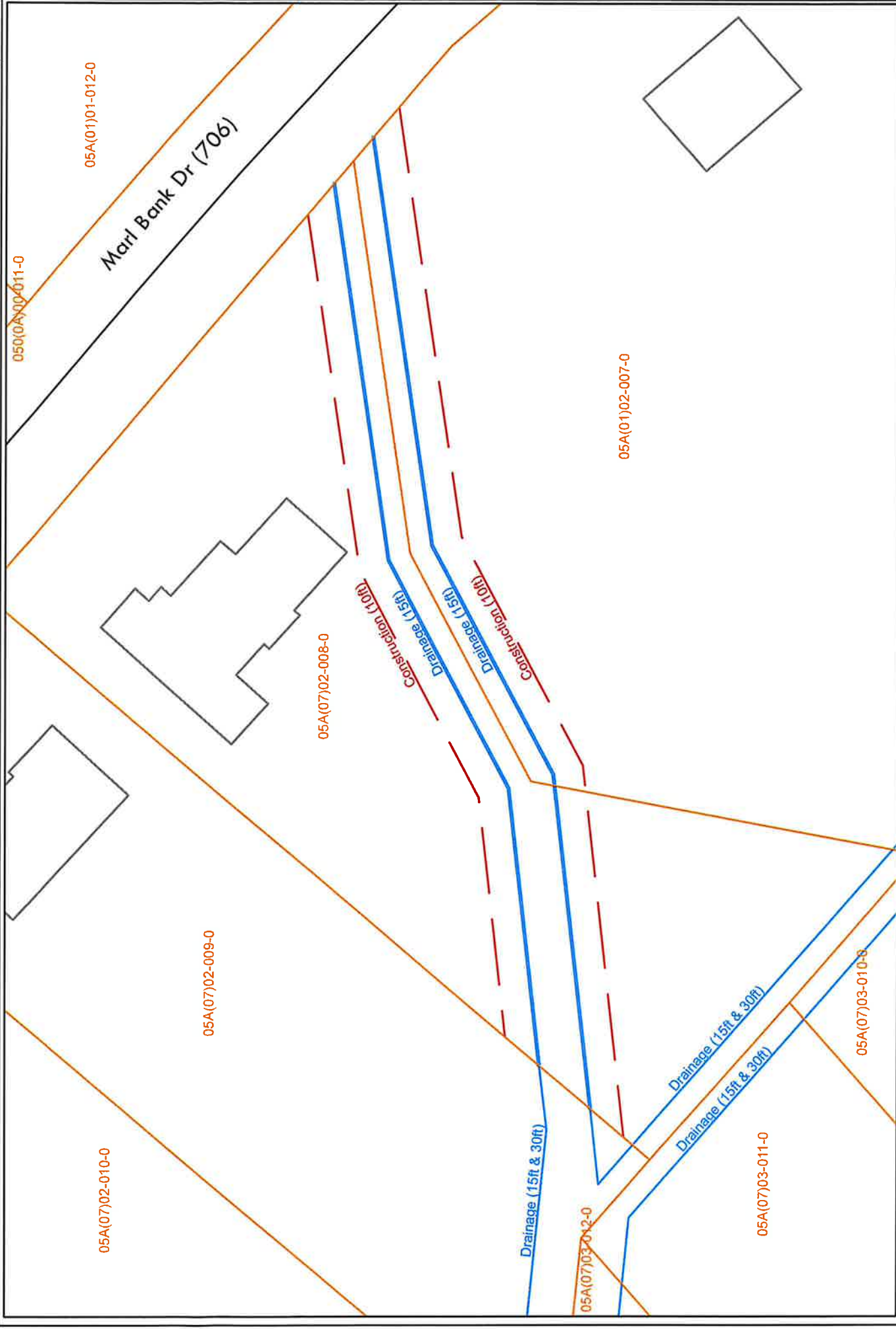
Notary Public

APPROVED AS TO FORM:

Dan N. Whitten
County Attorney for
Prince George, Virginia

Existing 15ft Drainage Easement and 10ft Temporary Construction Easements on Lot 8, Sec. 7 and Lot 7, Sec. 1 of Beechwood Manor

Jul 6, 2020



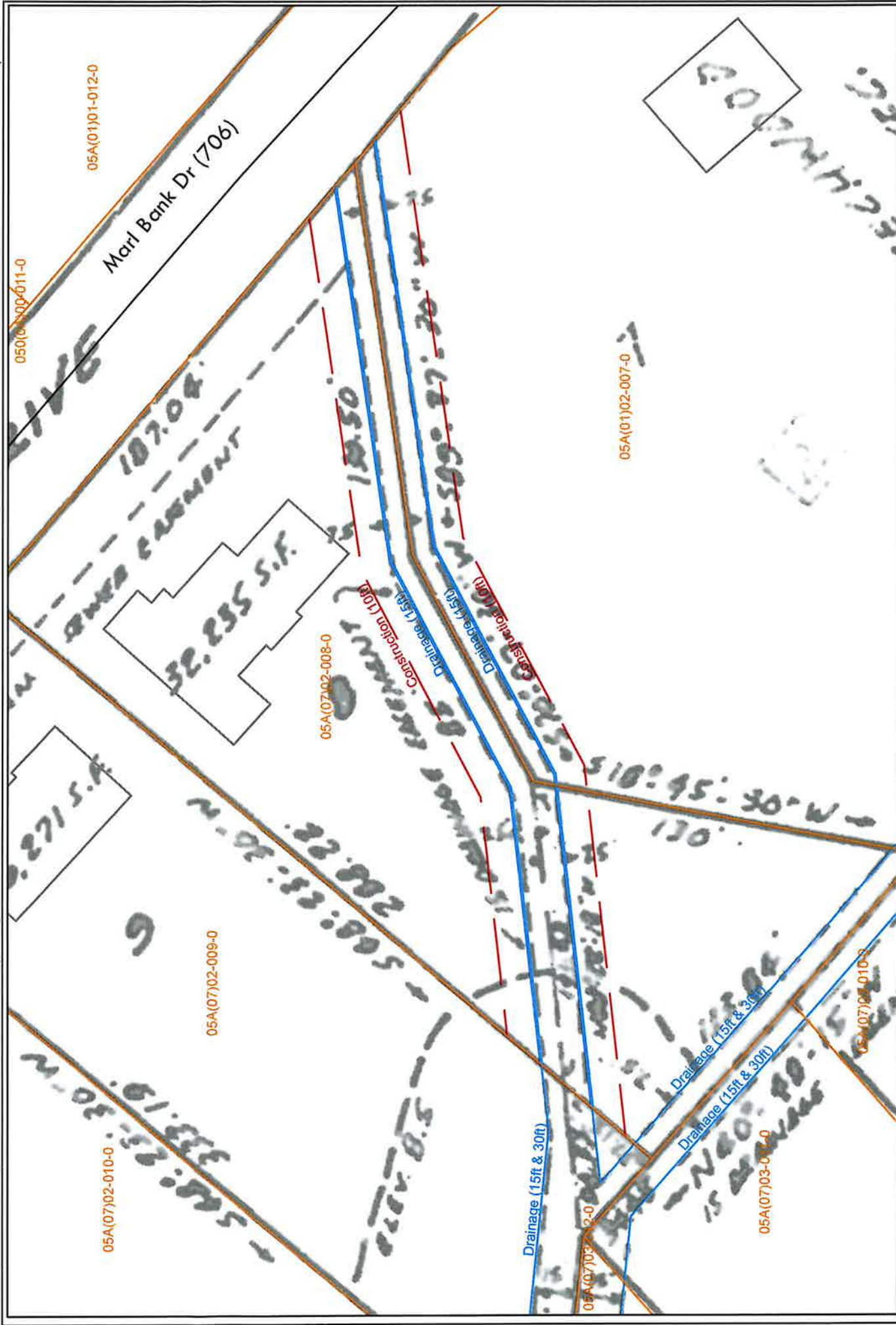
Centerlines: Road
Tax Parcels

Background: N/A
Scale: 1:500
NB: Line positions are approximated from aerial imagery.

0 20 40 60 80 100
Feet

Existing 15ft Drainage Easement and 10ft Temporary Construction Easements on Lot 8, Sec. 7 and Lot 7, Sec. 1 of Beechwood Manor

Jul 6, 2020



Centerlines: Road

Tax Parcels

Background: PB16-038 (1975)
 Scale: 1:500
 NB: Line positions are approximated from aerial imagery.

