

Issue Analysis Form



Date: August 11, 2020
Easement between Prince
George County and Mid-
Atlantic Broadband

Item:

Lead Department(s): County Attorney

Contact Person(s): Dan Whitten

Description and Current Status

Mid-Atlantic Broadband Communities Corporation has requested the County convey an easement to them for certain real estate located at 8200 Quality Drive (Tax Map #340(03)00-001-F) for the construction and operation of a telecommunications facility. (See attached plat). The facility provides services to multiple customers in the Southpoint Business Park.

In 2009 the County granted a 50'x50' easement for this same purpose. The current facility will no longer accommodate their needs. Therefore, they are requesting an expansion of the easement doubling the size to construct a new facility adjacent to the current facility.

A public hearing is required pursuant to Virginia Code Section 15.2-1800. A motion approving authority to advertise for a public hearing on September 8, 2020, is requested.

Sample Motion: I move that the Board approve advertisement of an Easement between Prince George County and Mid-Atlantic Broadband Communities Corporation to construct and operate a telecommunications facility at 8200 Quality Drive.

Government Path

- | | | |
|---|---|--|
| Does this require IDA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require BZA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does This require Planning Commission Action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require Board of Supervisors action? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does this require a public hearing? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| If so, before what date? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

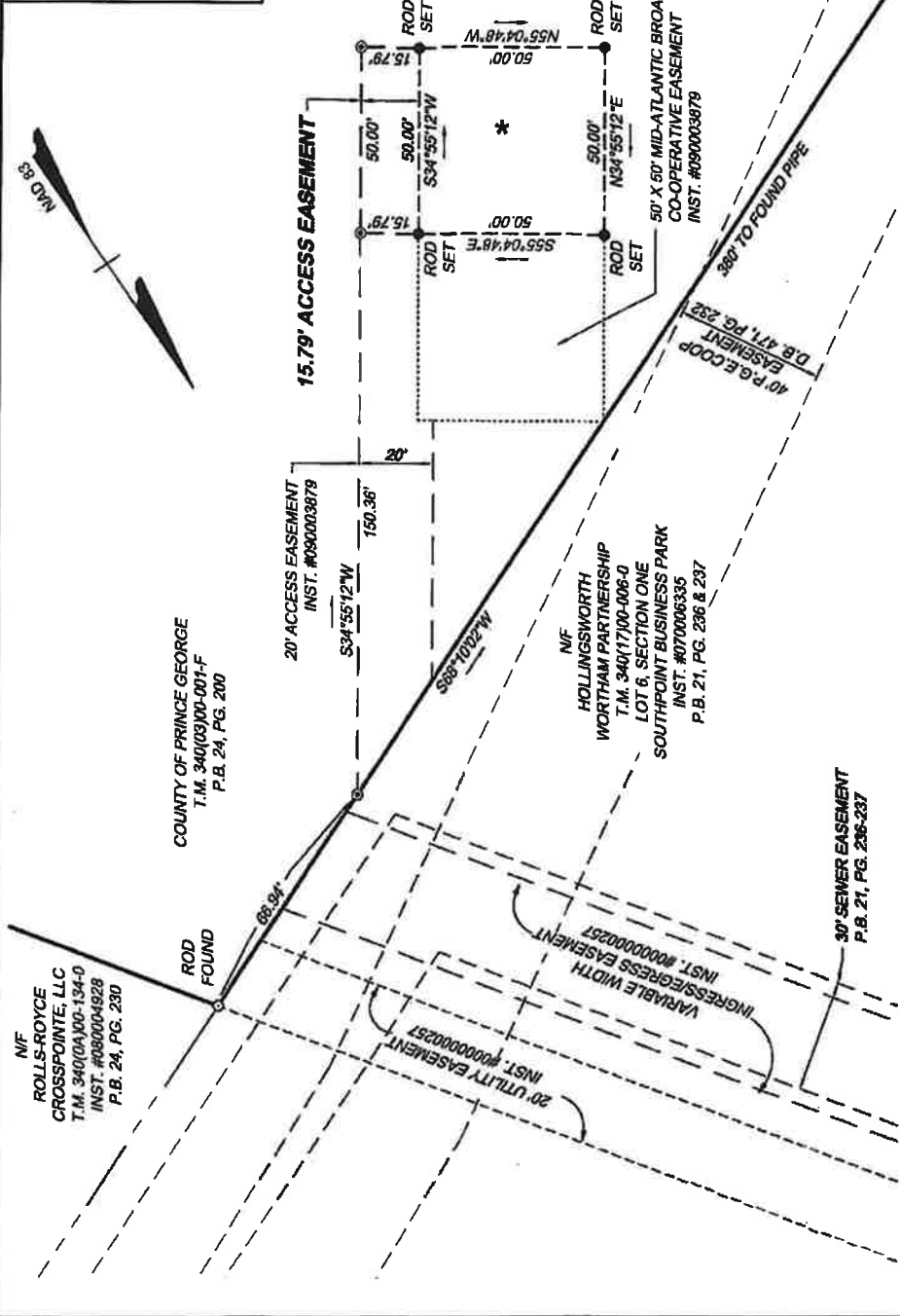
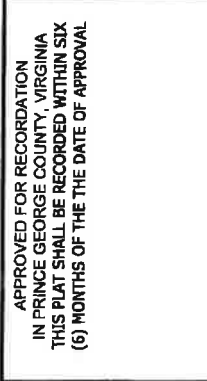
Fiscal Impact Statement

County Impact

Notes

APPROVED FOR RECORDATION
IN PRINCE GEORGE COUNTY, VIRGINIA
THIS PLAT SHALL BE RECORDED WITHIN SIX
(6) MONTHS OF THE DATE OF APPROVAL

SUBDIVISION AGENT _____ DATE _____



SCALE 1"=30'



PLAT SHOWING A
**50' X 50' MID-ATLANTIC BROADBAND
COMMUNITIES CORPORATION EASEMENT & A
15.79' ACCESS EASEMENT ACROSS THE
PROPERTY OF THE COUNTY OF PRINCE
GEORGE LOCATED SOUTH OF LOT 6, SECTION
ONE SOUTHPOINT BUSINESS PARK**

RIVES DISTRICT
PRINCE GEORGE COUNTY, VIRGINIA



This survey was prepared without the benefit of a title
binder and may therefore not show all existing easements
or other pertinent facts which may affect the property.

THIS DRAWING PREPARED AT THE
TIMMONS GROUP OFFICE
1311 Orange Walk, Suite 100, 1 West Douglas, VA 22020
TEL 804 541-6593 FAX 804 414-3111 WWW.TIMMONSGROUP.COM

DATE: JUN 28, 2020	SCALE: 1"=30'
SHEET 1 OF 1	J.M.:46377-903
DRAWN BY: JNL	CHECK BY: MHW

Comment [DW1]: Include Name of Attorney that prepared document and return address for recorded document. Also include Tax Map Number

EASEMENT AGREEMENT

This Easement Agreement (the "Easement") is made on by and between Prince George County, Virginia Board of Supervisors ("Grantor"), whose address is 6602 Courts Drive Prince George, VA 23875 and Mid-Atlantic Broadband Communities Corporation, a 501 (c) (4) Virginia Corporation ("Grantee"), whose address is 1100 Confroy Drive, South Boston, VA 24592.

Grantor is the owner of certain real estate located at 8200 Quality Drive in the County of Prince George, Virginia and also known as Tax Map Number 340(03)00-001-F, as more particularly described on Exhibit A attached hereto (the "Property"). Grantee has requested that Grantor grant and convey an easement as further described herein to Grantee for the construction and operation of certain telecommunications facilities by Grantee.

Now, therefore, in consideration of the sum of ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to Grantee, its successors and assigns, a fully paid, permanent perpetual easement to construct, erect, install, lay, and thereafter use, operate, inspect, maintain, repair, replace and remove a telecommunications system, consisting of wires, cables, conduits, wireless communications equipment, shelters, generators and other related above ground and subsurface fixtures, equipment, appurtenances and facilities (collectively, the "Facilities" on the Property, as it exists on the date of this Easement and as depicted as "50' X 50' MID-ATLANTIC BROADBAND COMMUNITIES CORPORATION EASEMENT" on the plat entitled "PLAT SHOWING A 50' X 50' MID-ATLANTIC BROADBAND COMMUNITIES CORPORATION EASEMENT & A 15.79' ACCESS EASEMENT ACROSS THE PROPERTY OF THE COUNTY OF PRINCE GEORGE LOCATED SOUTH OF LOT 6, SECTION ONE SOUTHPOINT BUSINESS PARK RIVES DISTRICT PRINCE GEORGE COUNTY, VIRGINIA" and attached hereto as Exhibit A (the "Easement Area").

Grantee shall construct the Facilities at its sole expense in accordance with applicable laws and safety codes and shall promptly repair any damage to the Property resulting from such construction. The Facilities shall be maintained and repaired at the sole expense of Grantee and shall remain the property of Grantee. Grantee shall have the right to make changes, alterations or substitutions of the Facilities, as Grantee may from time-to-time reasonably deem advisable, provided that such changes, alterations or substitutions do not unreasonably interfere with Grantor's improvements or use of the Property.

The Easement granted hereunder includes the right of Grantee to access the Easement Area as needed for exercise its rights hereunder with respect to the Facilities. Except for emergency work, Grantee's access to the Property shall be limited to normal business hours. Grantee's rights of ingress and egress shall not unreasonably interfere with Grantor's improvements or use of the Property.

Grantee agrees to indemnify and hold harmless Grantor from, for, and against any loss, damage, liability, deficiency or clam (including, without limitation, reasonable attorneys' fees) in connection with any injuries to any person or damage to any property directly resulting from Grantee's

construction, installation, use, operation, inspection, repair, maintenance, renewal, replacement, or removal of the Facilities.

Grantor represents, warrants, covenants and agrees that Grantor is the lawful owner of the Property, has good, right and lawful authority to execute and deliver this Easement and that Grantor and its heirs, executors, administrators, successors and assigns shall warrant and defend the same and, to the extent allowed under Virginia law, will indemnify and hold harmless Grantee forever against the claims of all persons whomsoever in any way asserting any right, title, or interest prior to or contrary to the rights of Grantee and its successors and assigns under this Easement.

Grantor and Grantee covenant and agree, for themselves and their respective successors and assigns, to execute such other documents, and take such further actions, as may be reasonably requested by the other in order to carry out the provisions of this Easement, including without limitation, in the event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the execution of another instrument granting the easement herein described in form acceptable for recording.

The cash consideration set forth above is paid by Grantee and accepted by Grantor as full and total payment for the rights set forth herein. All provisions of this Easement, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, personal representatives, lessees, permittees and licensees, and such provisions shall be deemed to be enforceable equitable servitudes running with the land and shall bind any person having at any time any interest or estate in the Easement Area as through such provisions were recited and stipulated in full in each and every deed of conveyance, license or lease thereof or occupancy agreement pertaining thereto.

Except for Grantee's transfer, assignment, lease, permit and or license of the rights granted herein and except for any transfer, assignment, lease, permit and or license of such rights by operation of law or court order, upon dissolution of Grantee under the laws of the State of Virginia, all of Grantee's rights set forth herein shall cease and be of no force and effect

This Easement shall be constructed in accordance with, and governed by, the laws of the Commonwealth of Virginia without regard to principles of conflicts of laws.

This easement is specifically subject to the following terms, limitations, and conditions:

1. The Grantee will maintain the Facilities and the Easement Area and any other appurtenances or improvements thereon in a safe, clean, good, and substantial repaired condition and shall keep all grass and foliage in a groomed condition.
2. The Grantee will not transfer this easement to any other entity whose purpose is other than providing a telecommunication system for business, government, and the public.

3. The Grantee and its successors and assigns shall not use the Easement Area for any other purposes other than those purposes specifically set forth herein.

Failure to comply with or violation of these terms, limitations, and conditions shall constitute a material breach of this Easement Agreement empowering the Grantor to terminate the easement and take exclusive possession of the Easement area and eject the Grantee and declare this easement agreement to be of no force and effect.

The conveyance of this easement has been approved by the County of Prince George, Virginia as evidenced by the signature of the County Administrator pursuant to authority vested in him by the resolution adopted by the Board of Supervisors on _____, 2020 and approved as to form by the signature of the County Attorney.

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the date first written above.

GRANTOR SIGNATURE:

Name: _____

Title: _____

ACKNOWLEDGEMENT BY GRANTOR

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STATE OF VIRGINIA

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 2020, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed for the purposes and consideration therein expressed.

Notary Public in and for said State

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[SEAL]

My Commission Expires: _____

GRANTEE SIGNATURE:

Name: _____

Title: _____

ACKNOWLEDGEMENT BY GRANTEE

STATE OF VIRGINIA

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 2020, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed for the purposes and consideration therein expressed.

Notary Public in and for said State

[SEAL]

My Commission Expires: _____

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 11th day of August, 2020:

Present:

Vote:

Donald R. Hunter, Chairman
Alan R. Carmichael, Vice-Chairman
Floyd M. Brown, Jr.
Marlene J. Waymack
T. J. Webb

A-8

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

RESOLUTION; AUTHORITY TO ADVERTISE A PUBLIC HEARING FOR AN EASEMENT BETWEEN PRINCE GEORGE COUNTY AND MID-ATLANTIC BROADBAND COMMUNITIES CORPORATION TO CONSTRUCT AND OPERATE A TELECOMMUNICATIONS FACILITY AT 8200 QUALITY DRIVE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Prince George this 11th day of August, 2020, does hereby authorize the advertisement of a September 8, 2020 public hearing for an easement between Prince George County and Mid-Atlantic Broadband Communities Corporation to construct and operate a telecommunications facility at 8200 Quality Drive.

A Copy Teste:

Percy C. Ashcraft
County Administrator