

Issue Analysis Form

Date: September 22, 2020

Item: Advertisement for Eminent Domain for Utility Easement

Lead Department: County Attorney

Contact Persons: Dan Whitten, County Attorney



Description and Current Status

The Utilities Department notified our office that there was a breakdown in the negotiations for a necessary easement for the waterline construction project on US 460. The easement is shown on the enclosed plat. The Board must have a public hearing before the quick take procedure can begin. Our office must also send a 30 day notice to the property owners which are noted in the enclosed Deed of Easement. Once the quick take procedure is approved by the Board after a public hearing, our office will file a certificate of quick take with the Circuit Court and also post a certificate of deposit for the value of the property. Our office will then have 180 days to file the petition for condemnation with the Circuit Court to determine the just compensation. However, construction can immediately begin within the Easement after the certificate of quick take is filed with the Circuit Court.

The 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 |

Board Action Requested:

Approve resolution to authorize advertisement for public hearing to permit eminent domain procedures for a necessary utility easement.

Fiscal Impact Statement

The Court will determine the fair market value of easement.

Prince George County Impact

Eminent Domain procedures will enable the construction of the necessary waterline on US 460.

Notes

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 22nd day of September, 2020:

Present:

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

Vote:

A-8

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

RESOLUTION: AUTHORITY TO ADVERTISE A PUBLIC HEARING FOR EMINENT DOMAIN FOR UTILITY EASEMENT

WHEREAS, Adrian Lamont Moore and the Estate of Bernice Walker are the owners of the real property known as Tax Map Number 450(0A)00-005-0 (“Property”) in Prince George County referenced on a plat dated June 26, 2020, by Dewberry Engineers, Inc. entitled “Plat of a Variable Width Utility Easement Across the Property of Adrian Lamont Moore and the Estate of Bernice Walker TM 450(0A)00-005-0;” and

WHEREAS, Prince George County Utilities Department has requested a perpetual easement for the purpose of installing, constructing, maintaining, inspecting, operating, repairing, altering, replacing, and removing water mains, and other appurtenant facilities for the distribution and transmission of water within the Easement across the “Property”; and

WHEREAS, the owners of the “Property” and Prince George County Utility Department have had a breakdown in the negotiations for the necessary easement and a quick take is proposed; and

WHEREAS, the Board must have a public hearing and the County Attorney must send a 30 day notice to the “Property” owners before the quick take procedure can begin.

NOW, THEREFORE, BE IT RESOLVED, that the Prince George County Board of Supervisors this 22nd day of September, 2020 does hereby authorize the advertisement of a public hearing on October 13, 2020 for Eminent Domain for a

Utility Easement.

A Copy Teste:

Percy C. Ashcraft
County Administrator

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

Consideration: \$781.00

Exempt from recordation taxation in accordance with
Section 58.1-811(A)(3) of the Code of Virginia

Tax ID # 450(0A)00-005-0

Return to Prince George County Utilities, P.O. Box 68, Prince George, VA 23875

DEED OF UTILITY EASEMENT

THIS DEED OF EASEMENT, made this ____ day of _____, 2020, by and between **ADRIAN LAMONT MOORE** and the **ESTATE OF BERNICE WALKER** and their heirs, successors, and assigns, hereinafter referred to collectively as "Grantor", and the **PRINCE GEORGE COUNTY**, a political subdivision of the Commonwealth of Virginia, its successors and assigns, hereinafter referred to as "Grantee".

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE unto the Grantee, its successors and assigns, the following described easement, to wit:

A perpetual easement (hereinafter "Easement") for the purpose of installing, constructing, maintaining, inspecting, operating, repairing, altering, replacing, and removing water mains, and other appurtenant facilities for the distribution and transmission of water within the Easement across the property owned by the Grantor in the Rives District, Prince George County, Virginia and designated as a "VARIABLE WIDTH UTILITY EASEMENT" and being more particularly shown on a plat dated June 26, 2020, by Dewberry Engineers, Inc. entitled "PLAT OF A VARIABLE WIDTH UTILITY EASEMENT ACROSS THE PROPERTY OF ADRIAN LAMONT MOORE AND THE ESTATE OF BERNICE WALKER TM 450(0A)00-005-0"; said plat being attached hereto and made a part of this instrument. Reference is hereby made to said plat for a more particular description of the property hereby conveyed.

This conveyance is made subject to the restrictions, conditions, rights of way and easements, if any, contained in the instruments forming the chain of title to this property.

Further, this Easement is granted subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the Easement shall be and remain the property of Grantee.
2. At no time shall Grantor charge Grantee for the use of the property occupied by Grantee or for the privilege of exercising the rights granted under this agreement.
3. Grantee, its agents and employees, for the purpose of inspecting, maintaining, or operating its facilities, shall have the right of ingress and egress over the Easement, and the right of ingress to and egress from the Easement over the property of Grantor 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 Grantor. Grantee shall

repair damage to roads, fences or other improvements caused by it, its agents or employees, while exercising this right of ingress and egress or shall pay Grantor for any damage done in the exercise of its right of ingress and egress, provided Grantor notice thereof to Grantee within sixty days after such damage occurs.

4. Grantee, its agents and employees, shall have the right to inspect, rebuild, repair, improve, relocate, replace, remove, make additions or extensions, thereto, and make changes, alterations, and substitutions therein, including the right to install additional lines, within the Easement, as Grantee may from time to time deem advisable or expedient, and shall have rights and privileges as may be reasonably necessary for the full enjoyment or use, for any of the aforesaid purposes of the Easement herein granted.
5. Grantee, its agents and employees, shall have the right to alter, trim, cut, and remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures or other obstructions or facilities, natural or artificial, on or in the Easement which it deems, in any way, to interfere with the proper and efficient construction, operation, and maintenance of the utilities in the Easement; provided, however, that unless hereinafter otherwise agreed, except for trees, limbs, and undergrowth removed, Grantee shall repair, restore, or replace any and all facilities currently located on or in the Easement which may be disturbed, damaged or removed to as nearly as possible to their original condition, and shall remove all trash and other debris generated by its work from the Easement and shall restore the surface thereof to as nearly as possible to its original condition.
6. Grantor reserves the right to make use of the Easement herein granted in a manner which may not be inconsistent with the rights herein conveyed or which does not interfere with the use of the Easement by Grantee for the purposes aforesaid; provided, however, that unless hereinafter otherwise agreed, Grantor shall not erect any building or other structure, except a fence, on the Easement without obtaining the prior written approval of Grantee.
7. Grantee shall provide and install, at no charge to Grantor, a connection to the water main, 3/4" service line to the right-of-way line, and a 5/8" meter, along with any other appurtenances necessary to provide water to the premise of Grantor. Grantee's responsibility shall terminate at the right-of-way line.

It is agreed among the parties hereto, that this grant covers all the agreements between the parties and no representation or statements, verbal or written, have been made, modifying, adding to or changing the terms of this agreement. This Agreement contains the entire understanding of the parties and may not be modified except by subsequent writing signed on behalf of the party or parties to be bound thereby.

The Grantor covenants that they have the right to convey the aforesaid property unto the Grantee; that the Grantee shall have quiet possession thereof; that the Grantor have done no act to encumber such property that would affect its use for a public purpose and 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 Grantor 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.

Witness the following signatures and seals:

[Signature]

[One Typed Name per Deed designation]

State of _____,

City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2020 by _____.

Notary Public

Registration Number: _____

My commission expires: _____

[Signature]

[One Typed Name per Deed designation]

State of _____,

City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2020 by _____.

Notary Public

Registration Number: _____

My commission expires: _____

ACCEPTED this ____ day of _____, 2020, on behalf of the County of Prince George, Virginia, in accordance with Virginia Code § 15.2-1803 (1950), as amended, as authorized by resolution of the Board of Supervisors of Prince George County, Virginia, dated _____, 2020.

COUNTY OF PRINCE GEORGE
A political subdivision of the
Commonwealth of Virginia

By: _____
Percy C. Ashcraft, County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Percy C. Ashcraft, County Administrator, County of Prince George, Virginia.

Notary Public

Registration Number: _____

My commission expires: _____

APPROVED as to form:

Dan N. Whitten,
Prince George County Attorney



LEONARD & LEANN HARRISON
N/F
INST. 150003731
TM 450(OA)00-007-0
6504 COUNTY DRIVE

ADRIAN LAMONT MOORE
ESTATE OF BERNICE WALKER
INSTRUMENT #18-0002613
TM 450(OA)00-005-0
NO ADDRESS

N/F
BERTHA HAMLIN
D.B. 211, PG. 428
TM 450(OA)00-009-0
6512 COUNTY DRIVE

N:3585440.85
E:11836354.26

VERIZON ESM'T
INST. 170000465

N 38°09'48" E
7.50'

S 51°50'12" E
58.54'

60.31'

N:3585367.41
E:11836447.70

U.S. ROUTE 460
VARIABLE WIDTH
PUBLIC R/W

VARIABLE WIDTH
UTILITY EASEMENT
P\L-R\W

UTILITY EASEMENT: 694 SQ. FT.

PLAT OF
A VARIABLE WIDTH UTILITY
EASEMENT ACROSS THE
PROPERTY OF
ADRIAN LAMONT MOORE
AND THE
ESTATE OF BERNICE WALKER
TM 450(OA)00-005-0

RIVES DISTRICT
PRINCE GEORGE COUNTY, VIRGINIA

JN: 50106065/50113830



LAST REVISED: 06/26/2020

SCALE: 1"=40' DATE: 11/21/2019



Dewberry
Engineers Inc.

4805 Lake Brook Drive
Glen Allen, VA 23060
PHONE: 804.290.7957
FAX: 804.290.7928
www.Dewberry.com