

Issue Analysis Form



Date: March 9, 2021
Item: Barnes Easement Acceptance
Lead Department(s): Comm. Dev. & Code Compl.
Angela Blount and Dan
Contact Person(s): Whitten

Description and Current Status

The County is constructing and installing a drainage facility on property owned by Robert L. Barnes and identified as Parcel #13A(02)0A-015-0. The work requires a 20' in width x 150' in length temporary construction easement.

Attached for the Board's review and consideration is the temporary construction easement.

Sample Motion: I move that the Board authorize the County Administrator to sign the Deed of Easement between the County and Robert L. Barnes.

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

There is no fiscal impact for the easement agreement. The Stormwater Utility Fund will fund this construction.

County Impact

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 9th day of March, 2021:

Present:

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

Vote:

C-2

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

RESOLUTION: ACCEPTANCE OF 20' TEMPORARY
CONSTRUCTION EASEMENT LOCATED ON PARCEL ID:
13A(02)0A-015-0 FOR A DRAINAGE FACILITY

WHEREAS, the Prince George County Board of Supervisors has determined that it is in the best interest of the County and its citizens to construct a drainage facility on Parcel #13A(02)0A-015-0; and

WHEREAS, the County needs a temporary construction easement for the project;
and

WHEREAS, the County's Stormwater Utility Fund is designed and utilized for such projects.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Prince George this 9th day of March, 2021, does hereby approve the signing of the Deed of Easement between the County of Prince George, Virginia and Robert L. Barnes.

A Copy Teste:

Percy C. Ashcraft
County Administrator

Tax ID # 13A(02)0A-015-0

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

This deed is Exempt from recordation taxation in accordance with Section 58.1-811(A)(3) of the Code of Virginia of 1950, as amended.

DEED OF EASEMENT

THIS DEED OF EASEMENT, hereinafter referred to as "this Deed," made this ___ day of _____ in the year 2021, by and between **ROBERT L. BARNES** ("Grantor"), and **PRINCE GEORGE COUNTY**, a political subdivision of the Commonwealth of Virginia ("Grantee").

RECITALS

WHEREAS, the Grantor owns certain real property located in the Bland District in Prince George County, Virginia identified as Parcel ID #13A(02)0A-015-0 ("Property"); and

WHEREAS, it is the desire and intent of Grantor 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 of the premises and covenants between the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee a temporary construction easement 20' in width x 150' in length ("Easement") as follows:

Temporary Construction Easement over, under, through and across that portion of the property shown and designated as "Approximate Location of 20 foot Construction Easement" on the drawing made by Matt Blaes, GIS Coordinator, dated February 23, 2021, entitled "Proposed temporary construction easement across property of Robert L. Barnes, TM #13A(02)0A-015-0, Bland District, Prince George County, Virginia," a copy of which drawing is attached hereto and made a part hereof. Reference is hereby made to said drawing for a more particular description of the property hereby conveyed.

The Easement is granted to the Grantee subject to the following conditions:

1. At no time shall Grantor charge Grantee for the use of the Easement or for the privilege of exercising the rights granted under this Deed.
2. Grantee, its agents and employees, for the purposes of constructing and install the drainage 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 adjacent property of Grantor to the nearest

public or private road 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 gives 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 necessary for the full enjoyment or use of the Easement for any purposes of the Easement herein granted.
4. 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 rights to use the Easement granted to Grantee in this Deed; provided, however, that, unless hereinafter otherwise agreed, except for trees, limbs, and undergrowth removed, Grantee shall (A) repair any damage to the Easement caused by Grantee, its agents and employees (B) remove all trash and other debris generated by its work and (C) restore the surface of the Easement as nearly as reasonably possible to its original condition.
5. Grantor reserves the right to make use of the Easement in a manner which does not interfere with the use by Grantee for the purposes granted by this Deed; provided, however, that, unless hereinafter otherwise agreed, Grantor shall not erect any building or other structure, on the Easement prior to or during construction of the drainage facilities without obtaining the prior written approval of Grantee.
8. The easement shall terminate upon the completion of the construction of the drainage facilities.
9. 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 Deed. This Deed 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, by the execution of this instrument, acknowledge that the plans for the aforesaid project as they affect his Property have been fully explained to him.

WITNESS the following signatures and seals

_____(SEAL)
ROBERT L. BARNES

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by Robert L. Barnes.

Notary Public

Registration Number: _____

Commission Number: _____

In accordance with § 15.2-1803, Code of Virginia, 1950, as amended, the conveyance of this Easement 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.

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 _____, 2021 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