

Issue Analysis Form



Date: September 14, 2021
Item: Deed of Temporary Construction Easement
Lead Department(s): County Attorney
Contact Person(s): Dan Whitten

Description and Current Status

Super Kids Ministries owns 4.919 acres of land on State Route 646/Middle Road described as Tax Map Number 120(07)00-00A-2. The County will be improving Romans Road in anticipation of the construction of the new elementary school. The construction will require a variable width temporary construction easement.

Attached for the Board's review and consideration are the Deed of Temporary Construction Easement and plat.

Sample Motion: I move that the Board authorize the County Administrator to sign the Deed of Temporary Construction Easement.

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

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 14th day of September, 2021:

Present:

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

Vote:

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

RESOLUTION: DEED OF TEMPORARY CONSTRUCTION
EASEMENT LOCATED ON PARCEL ID: 120(07)00-00A-2 FOR
ROMANS ROAD IMPROVEMENTS AND THE CONSTRUCTION OF
THE NEW WALTON ELEMENTARY SCHOOL

WHEREAS, the Prince George County Board of Supervisors has determined that it is in the best interest of the County and its citizens to improve State Route 646/Middle Road and Romans Road for the construction of the new elementary school; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Prince George this 14th day of September, 2021, does hereby authorize the County Administrator to sign the Deed of Temporary Construction 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: \$0.00
Exempt from Taxation and Recordation
Fees Imposed by § 58.1-811 A-3 and
§ 58.1-811(C)(5).

Tax ID # 120(07)00-00A-2

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

DEED OF TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF TEMPORARY CONSTRUCTION EASEMENT, made this ____ day of _____, 2021, by and between **SUPER KIDS MINISTRIES**, a Virginia Corporation (**GRANTOR**), and **PRINCE GEORGE COUNTY** a political subdivision of the Commonwealth of Virginia (**GRANTEE**).

WITNESSTH: 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, Grantor hereby grants and conveys unto Grantee, the following described easement, to wit:

A temporary construction easement, hereinafter referred to as “the Construction Easement” for the purpose of construction, repair, alteration, replacement, or other improvements to Romans Road, together with all rights and privileges hereinafter enumerated pertaining to said property.

The Construction Easement is identified as “VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT” and being more particularly shown on the plat, prepared by Gregory G. McGlothlin, Land Surveyor, dated March 9, 2021 and revised August 11, 2021, entitled “PLAT SHOWING A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT LOCATED ON THE NORTH SIDE OF STATE ROUTE 646, MIDDLE ROAD BLAND DISTRICT PRINCE GEORGE COUNTY, VIRGINIA”, a copy of which plat is attached hereto and made a part hereof.

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, the Construction Easement is granted to Grantee subject to the following conditions:

1. At no time shall Grantor charge Grantee for the use of the Construction Easement or for the privilege of exercising the rights granted under this Deed.
2. Grantee, its agents and employees, for the purposes described in this Deed, shall have the right of ingress and egress over the Construction Easement, and the right of ingress to and egress from the Construction 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 Construction Easement for the purposes listed in the second paragraph of this Deed.
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 Construction Easement, which it deems, in any way, to interfere with the rights to use the Construction Easement granted to Grantee in this Deed; provided, however, that unless hereinafter otherwise agreed, except for trees, limbs, and undergrowth removed, Grantee shall repair any damage to the Construction Easement caused by Grantee, its agents and employees, remove all trash and other debris generated by its work, and restore the surface of the Construction Easement as nearly as reasonably possible to its original condition.
5. Grantor reserves the right to make use of the Construction Easement in a manner which does not interfere with their 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, except a fence, on the Construction Easement without obtaining the prior written approval of Grantee.
6. Upon completion of any construction, repair, alteration, replacement, or other improvements to Romans Road, the Construction Easement granted hereby shall be inoperative and of no further force and effect.

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.

Grantor covenants that they have the right to convey the aforesaid property unto Grantee; that the Grantee shall have quiet possession thereof; that 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.

Grantor, by the execution of this instrument, acknowledges that the plans for the aforesaid project as they affect her property have been fully explained to her.

Witness the following signatures and seals:

SUPER KIDS MINISTRIES

Debra Ferguson
Debra Ferguson, President

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Prince George, TO-WIT:

I, Vickie L Turner, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Debra Ferguson, President of Super Kids Ministries, Inc., whose name is signed to the foregoing Deed of Dedication of Easement, personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this 14th day of August, 2021.

Vickie L Turner

NOTARY PUBLIC

My commission expires 6/30/2025.

Notary certificate number 203973.

ACCEPTED this ____ day of _____, 2021, 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 _____, 2021.

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:

I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Percy Ashcraft, County Administrator, whose name is signed on behalf of the County of Prince George, Virginia to the foregoing Deed of Dedication of Easement, personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this ____ day of _____, 20____.

Notary Public

Registration Number: _____

My commission expires: _____

APPROVED as to form:

Dan N. Whitten,
Prince George County Attorney

TEMPORARY CONSTRUCTION EASEMENT

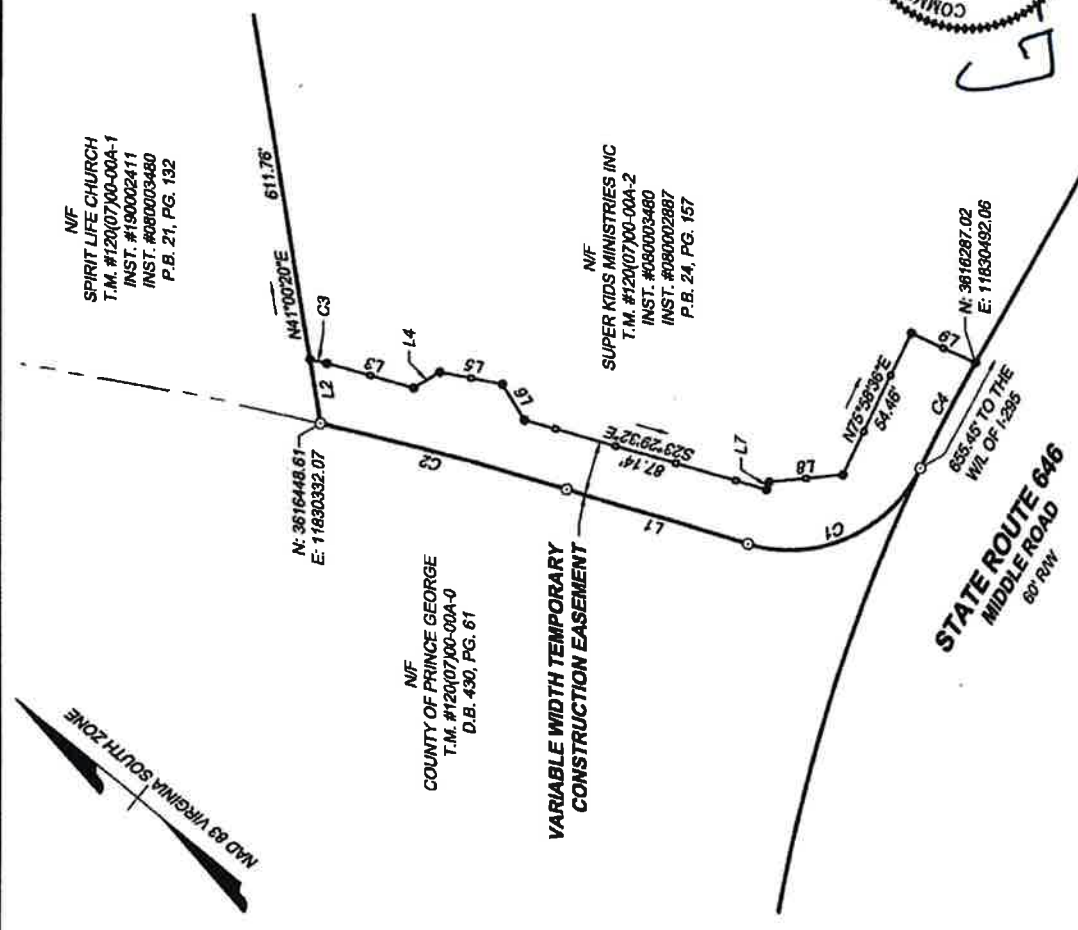
CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	50.00'	70.78'	42.78'	81°06'22"	S63°04'50"E	65.01'
C2	1433.70'	88.51'	44.27'	3°32'14"	N24°30'01"W	88.50'
C3	1212.56'	5.99'	3.00'	0°16'59"	S25°52'32"E	5.99'
C4	602.96'	41.00'	20.51'	3°53'44"	S77°46'19"W	40.99'

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.

Based on graphic determination this property is in zone "X" of the HUD defined flood hazard area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel #51149C0160B dated May 16, 2012

TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N22°43'54"W	65.32'
L2	N41°00'20"E	22.53'
L3	S23°29'32"E	31.24'
L4	S70°41'53"E	10.47'
L5	S28°31'52"E	22.25'
L6	S18°00'32"W	14.54'
L7	N69°14'57"E	2.64'
L8	S44°55'03"E	25.73'
L9	S14°01'24"E	24.43'



PLAT SHOWING
A VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT LOCATED ON THE NORTH SIDE OF STATE ROUTE 646, MIDDLE ROAD
 BLAND DISTRICT
 PRINCE GEORGE COUNTY, VIRGINIA



DATE: March 9, 2021	SCALE: 1"=40'
SHEET 1 OF 1	J.N.L. 45407-903
DRAWN BY: JML	CHECK BY: GGM
REVISED: August 11, 2021	

SUBDIVISION AGENT _____ DATE _____