

Issue Analysis Form



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

Description and Current Status

The School Board of Prince George County owns a parcel of real estate along State Route 646/Middle Road described as Tax Map Number 120(07)00-00A-0. The Utilities Department requires two variable utility and access easements in order to provide services to the area.

Attached for the Board's review and consideration are the Deed of Utility & Access Easement and plat.

Sample Motion: I move that the Board authorize the County Administrator to sign the Deed of Utility & Access Easement from the School Board of Prince George County.

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 type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| If so, before what date? | <input type="checkbox"/> Yes | <input type="checkbox"/> 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 UTILITY & ACCESS EASEMENT
LOCATED ON PARCEL ID: 120(07)00-00A-0

WHEREAS, the Prince George County Board of Supervisors has determined that it is in the best interest of the County and its citizens to provide utility services to County properties; and

WHEREAS, the County needs two variable utility & access easements for the Utilities Department to provide services; 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 Utility & Access Easement from the School Board of Prince George County.

A Copy Teste:

Percy C. Ashcraft
County Administrator

This deed is exempt from the recordation taxes pursuant to § 58.1-811(A)(3) and § 58.1-811(C)(5).

Consideration: \$0.00

Prepared by:

Dan N. Whitten
County Attorney
6602 Courts Drive, Third Floor
Prince George, Virginia 22630
Telephone: (804) 722-8685
Fax: (804) 733-2539

Assessment: \$0.00

Tax Map No.: 120(07)00-00A-0 (Portion)

DEED OF DEDICATION OF EASEMENT

THIS DEED OF DEDICATION OF EASEMENT is made and entered into this ____ day of _____, 2021, by and between **SCHOOL BOARD OF PRINCE GEORGE COUNTY**, a body politic of the Commonwealth of Virginia (**GRANTOR**) and **THE COUNTY OF PRINCE GEORGE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (**GRANTEE**).

WITNESSETH:

WHEREAS, the Grantor is the owner of a parcel of real estate described as Tax Map Number 120(07)00-00A-0, as shown and designated as “N/F COUNTY OF PRINCE GEORGE T.M #120(07)00-00A-0 INST. #210002492 D.B. 430 PAGE 61 P.B. 27, PG. 107-109” on a plat and survey entitled “PLAT SHOWING TWO VARIABLE UTILITY & ACCESS EASEMENTS LOCATED ON THE NORTH SIDE OF STATE ROUTE 646, MIDDLE ROAD BLAND DISTRICT PRINCE GEORGE COUNTY, VIRGINIA” prepared by Gregory G. McGlothlin, Land Surveyor, and dated August 13, 2021, a copy of which is attached hereto and to which reference is made for a more particular description.

WHEREAS, the Grantor desires to dedicate and convey to the Grantee a variable width utility and access easement; and

WHEREAS, the Grantee desires to accept the dedication of the variable width utility and access easement.

NOW, THEREFORE, for and in consideration 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 a variable width access and utility easement hereinafter referred to as “the Easement,” for the purpose of ingress and egress and for installing, constructing, maintaining, inspecting, operating, repairing, rebuilding, altering, improving, replacing, substituting, relocating and removing one or more underground water lines, and accessories and appurtenances relating thereto, for the distribution and transmission of water within the Easement across property of Grantor located in Bland District, Prince George County, Virginia, together with all rights and privileges hereinafter enumerated pertaining to said property.

The Easement is identified as “VARIABLE WIDTH ACCESS & UTILITY EASEMENT” and “VARIABLE WIDTH UTILITY EASEMENT” on the plat entitled “PLAT SHOWING TWO VARIABLE UTILITY & ACCESS EASEMENTS LOCATED NORTH OF STATE ROUTE 646, MIDDLE ROAD BLAND DISTRICT PRINCE GEORGE COUNTY, VIRGINIA” prepared by Gregory G. McGlothlin, Land Surveyor, and dated August 13, 2021, a copy of which plat is attached hereto and made a part hereof.

Further, the 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 said 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 said Easement which it deems, in any way, to interfere with the proper and efficient construction, operation, and maintenance of the utilities in the said 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.

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 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.

WITNESS the following signature(s):

SCHOOL BOARD OF PRINCE GEORGE COUNTY

BY: Robert E. L. Eley III

COMMONWEALTH OF VIRGINIA
COUNTY OF PRINCE GEORGE, TO-WIT:

I, Rebecca B. Kirk, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Robert E. L. Eley III whose name is signed on behalf of the School Board of Prince George County 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 30th day of August, 2021.

Rebecca B. Kirk
NOTARY PUBLIC

My commission expires August 31, 2024.

Notary certificate number 4078037.



The foregoing conveyance is hereby accepted by the County of Prince George, Virginia in accordance with Virginia Code § 15.2-1803 (1950) as amended, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the County of Prince George, as evidenced by a resolution authorizing the same adopted by the Prince George County Board of Supervisors 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:

COUNTY OF PRINCE GEORGE, VIRGINIA

BY: _____
Percy 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 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

My commission expires _____.

Notary certificate number _____.

APPROVED AS TO FORM:

Dan N. Whitten, County Attorney

FOR A LISTING OF SERVICES AND FEES, PLEASE VISIT OUR WEBSITE AT WWW.TIMMONSGROUP.COM.
 THIS DRAWING PREPARED AT THE OFFICE OF
 TIMMONS GROUP, INC., 1100 WEST 10TH AVENUE, SUITE 100, DENVER, CO 80202
 TEL: 303.733.1100 FAX: 303.733.1101

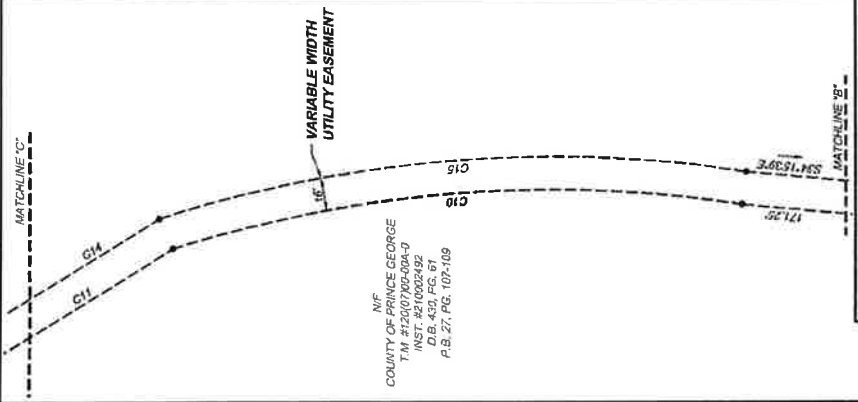
SUBMITTER'S AGENT: _____ DATE: _____

PLAT SHOWING TWO VARIABLE UTILITY & ACCESS EASEMENTS LOCATED ON THE NORTH SIDE OF STATE ROUTE 646, MIDDLE ROAD PRINCE GEORGE COUNTY, VIRGINIA



DATE: August 13, 2021	SCALE: 1"=40'
DRAWN BY: J. L. Thompson	CHECK BY: G. McClellan

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.



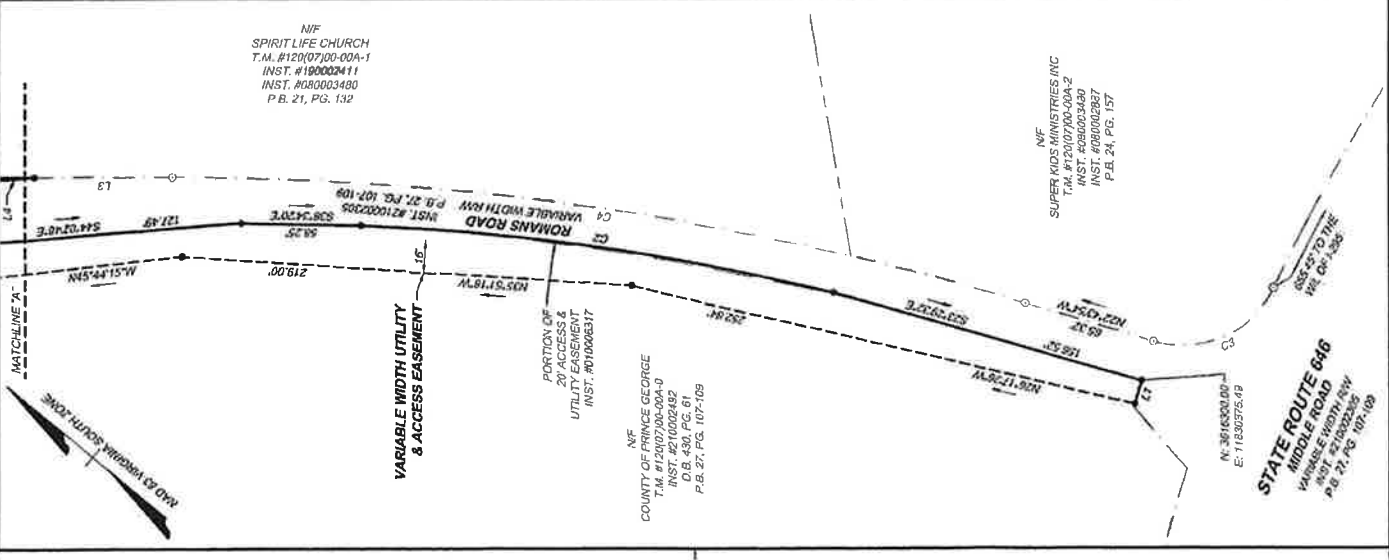
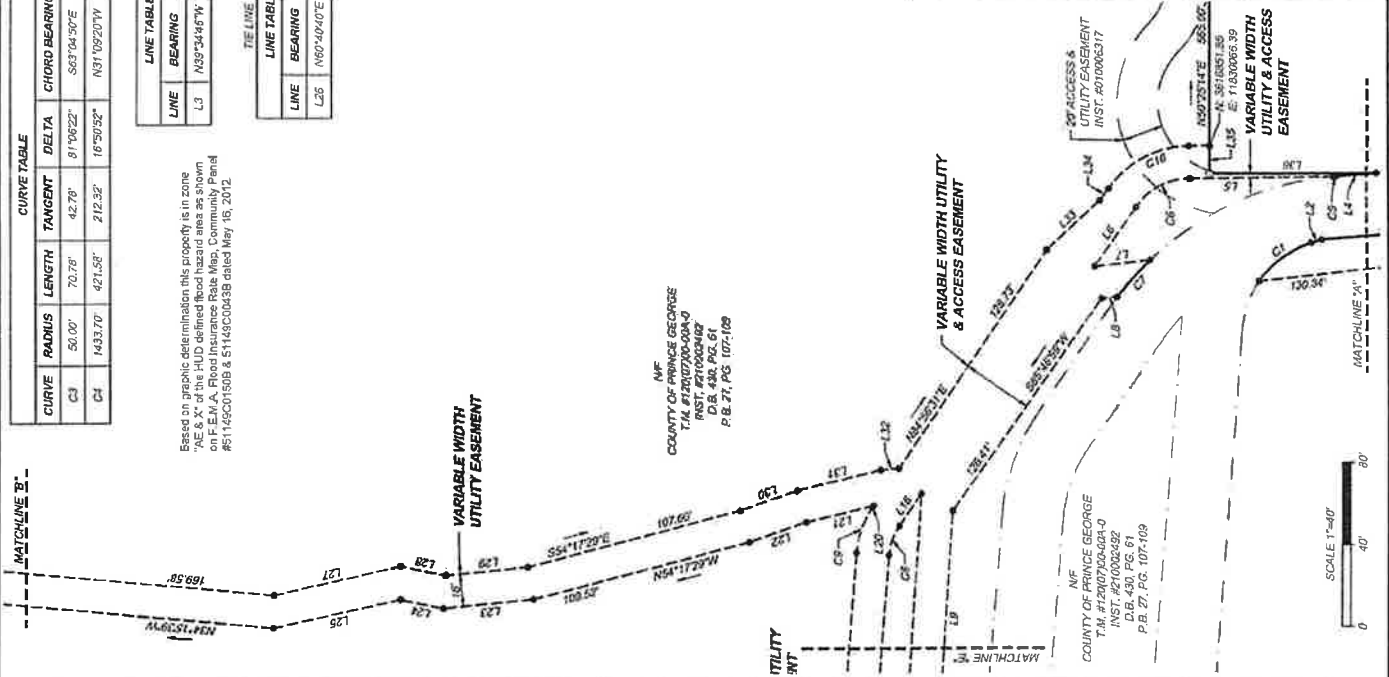
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	50.00'	70.78'	42.78'	91°08'22"	S83°04'50"E	85.01'
C4	1433.70'	421.58'	212.32'	16°50'52"	N31°09'20"W	420.05'

LINE	BEARING	LENGTH
L3	N89°34'46"W	67.81'

LINE	BEARING	LENGTH
L25	N60°40'40"E	16.03'

Based on graphic determination the property is in zone 5E-E. The 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.

SPRINT COMMUNICATIONS COMPANY L.P.
 51149000438 dated May 15, 2012



STATE ROUTE 646
 MIDDLE ROAD
 VARIABLE WIDTH UTILITY & ACCESS EASEMENT
 P.B. 27, PG. 107-109

