

Issue Analysis Form



Date: May 24, 2022
Item: McBride Temporary Construction Easement Acceptance
Lead Department(s): Community Development & Code Compliance
Contact Person(s): Julie Walton

Description and Current Status

The County is establishing an outfall ditch to provide positive drainage from an existing cross pipe under Arwood Road running 300' to its end across property owned by Sarah R. McBride and identified as Parcel #540(02)00-002-A. The work requires a temporary construction easement approximately 25' in width x 300' in length.

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

Sample Motion: I move that the Board authorize the County Administrator to sign the Deed of Temporary Construction Easement between the County and Sarah R. McBride.

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

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 24th day of May, 2022:

Present:

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

Vote:

A-5

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

RESOLUTION: ACCEPTANCE OF DEED OF TEMPORARY
CONSTRUCTION EASEMENT LOCATED ON PARCEL ID:
540(02)00-002-A FOR AN OUTFALL DITCH

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 an outfall ditch to provide positive drainage from the existing cross pipe under Arwood Road running 300' to its end across Parcel #540(02)00-002-A; 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 24th day of May, 2022, does hereby approve the signing of the Deed of Temporary Construction Easement between the County of Prince George, Virginia and Sarah R. McBride.

A Copy Teste:

Jeffrey D. Stoke
County Administrator

Tax ID # 540(02)00-002-A

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 TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF TEMPORARY CONSTRUCTION EASEMENT, hereinafter referred to as "this Deed," made this ___ day of _____ in the year 2022, by and between **SARAH R. MCBRIDE** (also known as Sarah Rebecca Friend Allen), hereinafter referred to as "Grantor", and **PRINCE GEORGE COUNTY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "Grantee,"

WITNESSETH: 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 a temporary construction easement (the "Easement") for establishing an outfall ditch to provide for positive drainage from the existing cross pipe under Arwood Rd running 300' to its end across property of Grantor located in Rives District, Prince George County, Virginia, together with all rights and privileges hereinafter enumerated pertaining to said property. Except when work in the Easement is ongoing, Grantee will repair any damage to either the Easement caused by Grantee, its agents or employees.

The Easement, approximately 25' wide and 300' long, is identified as "TEMPORARY CONSTRUCTION EASEMENT" on the drawing made by Nicholas McKeeney, GIS Technician, dated May 18, 2022, entitled "Tax Parcel 540(02)00-002-A, 14600 Arwood Rd. – Temporary Construction Easement", a copy of which drawing is attached hereto and made a part hereof.

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 described in this Deed, 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 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 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 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 Easement without obtaining the prior written approval of Grantee.
6. The Easement granted by this Deed shall only be used for construction purposes and any damages resulting from such use shall be repaired at the conclusion of such use.
7. Upon completion of all construction within the Easement, the Easement granted hereby shall be inoperative and of no further force and effect.
8. 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)
SARAH R. MCBRIDE

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____, to-wit;

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by Sarah R. McBride

Notary Public

Registration Number: _____

My commission expires: _____

ACCEPTED this ____ day of _____, 2022, 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 May 24, 2022.

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

By: _____
Jeffrey D. Stoke,
County Administrator

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by Jeffrey D. Stoke, 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



temporary construction easement (ap

14600

→ Centerlines: Road □ Tax Parcels

Background: EagleView 2020
Scale: 1:400 (R0°)
NB: Location of easement approximate along ditch.

Author: N. McKenny, GIS T