Issue Analysis Form

Date: July 6, 2020
Item: Griffin Easement Acceptance
Lead Department(s): Comm. Dev. & Code Compl.
Contact Person(s): Julie Walton

Description and Current Status
The County has an agreement with VDOT to repair a stormwater drainage ditch on Marl Bank Drive in the Beechwood Manor subdivision. The work requires two temporary construction easements from the property owners on each side of the ditch to allow equipment access to the work area. There is an existing 15’ permanent easement along the ditch line; the additional 10’ easements are on each side of this easement. Attached for the Board’s review and consideration is the easement document prepared by the County Attorney and signed by the property owners.

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
The VDOT agreement is funded through the Stormwater Utility Fund. No general fund tax dollars are proposed to be utilized for this project. There is no fiscal impact for the easement agreement.

County Impact
The current drainage ditch has experienced sidewall failures and is eroding into the adjacent properties. VDOT has proposed installing an underground pipe to stop any further damage.

Notes
Attached for review are the subdivision plat, easement agreement, and easement graphics.
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 July, 2020:  

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

Vote:  

C-6  

On motion of __________, seconded by __________, which carried ________, the following Resolution was adopted:  

RESOLUTION; ACCEPTANCE OF A 10’ TEMPORARY CONSTRUCTION EASEMENT LOCATED ON PARCEL ID 05A(07)02-008-0 FOR A DRAINAGE IMPROVEMENT PROJECT ON MARL BANK DRIVE IN THE BEECHWOOD MANOR SUBDIVISION  

WHEREAS, The Prince George County Board of Supervisors has determined that it is in the best interest of the County of Prince George and its citizens to improve the drainage system on Marl Bank Drive in the Beechwood Manor subdivision; and,  

WHEREAS, The County’s Stormwater Utility Fund is designed and utilized for such improvement projects; and,  

WHEREAS, The County has entered into an agreement with VDOT to perform the improvements and such improvements require temporary construction easements;  

NOW THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 14th day of July, 2020, hereby accepts the temporary construction easement agreement and authorizes the County Administrator to sign the easement agreement.  

A Copy Teste:  

Percy C. Ashcraft  
County Administrator
THESE DEED OF EASEMENT, made this 16th day of June, 2020, by and between
EUNICE S. GRIFFIN and GLORIA C. GRIFFIN, husband and wife, ("Grantors"), and THE
COUNTY OF PRINCE GEORGE VIRGINIA, a political subdivision of the Commonwealth
of Virginia, ("Grantee").

RECITALS

Whereas the Grantors own certain real property located in Prince George County,
Virginia identified as Parcel ID 05A(07)02-008-0 ("Property"); and

Whereas, it is the desire and intent of Grantors 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 the sum of Ten Dollars ($10.00) and other good and
valuable consideration, the Grantors do hereby grant and convey, unto the Grantee, a temporary
construction easement as follows:

Temporary construction easement over, under, through and across that portion of
the Property shown and designated as a “10’ Temporary Construction Easement”
on a drawing dated June 5, 2019, by N. McKenny, GIS Technician, County of
Prince George entitled “PROPOSED 10ft TEMPORARY CONSTRUCTION
EASEMENTS ON LOT 8, SEC. 7 AND LOT 7, SEC. 1 OF BEECHWOOD
MANOR”; said drawing being attached hereto and made a part of this instrument.
Reference is hereby made to said drawing for a more particular description of the
property hereby conveyed.

This easement is granted subject to the following conditions:

1. At no time shall Grantors charge Grantee for the use of the property occupied by Grantee
or for the privilege of exercising the rights granted under this easement.
2. Grantee, its agents and employees for the purpose of inspecting, maintaining, or operating, its facilities shall have the right of ingress to and egress from the easement over the property of Grantors 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 Grantors. Grantee shall repair damage to roads, or other improvements while exercising this right of ingress and egress or shall pay Grantors for any damage done in the exercise of its right of ingress and egress, provided Grantors give written 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 reasonably necessary for the full enjoyment or use and for any of the purposes of the easement herein granted.

4. Grantee, its agents and employees shall have the right to alter or remove any structures or obstructions, natural or artificial, in the easement which it deems in any way to interfere with the proper and efficient construction, operation, or maintenance of public roads, County utilities, drainage, and other appurtenant facilities in the adjacent easement or right of way; provided, however, that except for trees, limbs, and undergrowth, Grantee shall repair, restore, or replace all facilities located in the easement which may be disturbed, damaged or removed to as nearly as possible their original conditions. Grantee shall remove all trash and other debris from the easement and shall restore the surface thereof to as nearly as possible its original condition.

5. Grantors, their agents and employees reserves the right to make use of the easement herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement by Grantee for the purpose of this easement. However, Grantors shall not erect any building or other structure, on the easement prior to or during construction of the public roads, County utilities and drainage, and other appurtenant facilities in the adjacent permanent easement or right of way without obtaining the prior written approval of Grantee.

6. The easement shall terminate upon the completion of the construction of the drainage facilities.

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

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

WITNESS the following signature and seal:

GRANTORS:

[Signature]

(SEAL)

EUNICE S. GRIFFIN

[Signature]

(SEAL)

GLORIA C. GRIFFIN

STATE OF Virginia
CITY/COUNTY OF Prince George

The foregoing instrument was acknowledged before me in my County and State aforesaid by Eunice S. Griffin and Gloria C. Griffin, whose names are signed to the foregoing deed, this 1st day of June, 2020.

My commission expires: 4-30-21

My registration number: 7739195

[Signature]

Notary Public
THE COUNTY OF PRINCE GEORGE, VIRGINIA
A political subdivision of the Commonwealth of Virginia

By __________________________
County Administrator

COMMONWEALTH OF VIRGINIA,

COUNTY OF PRINCE GEORGE, TO_WIT:

The foregoing instrument was acknowledged before me in my County and State aforesaid by Percy C. Ashcraft, County Administrator of Prince George County, Virginia, apolitical subdivision of the Commonwealth of Virginia, this ___ day of ____________, 2020.

My commission expires: ______________

My registration number: ______________

________________________
Notary Public

APPROVED AS TO FORM:

________________________
Dan N. Whitten
County Attorney for
Prince George, Virginia