

# Issue Analysis Form

**Date:** August 6, 2019

**Item:** Acceptance of the Dedication of Utility Easement at Oak Shades Mobile Home Park

**Lead Department:** Engineering & Utilities

**Contact Persons:** Frank Haltom, Director



## Description and Current Status

Oak Shades mobile home park, located on tax parcel 440(0A)00-088-0, contains approximately 60 mobile homes. The owner has submitted plans to connect to the park to the public water system. The plans meet the requirements of the department to serve this residential neighborhood. This mobile home park will be served by one public meter. The meter will be placed on the applicant's property adjacent to the County-owned parcel that houses the booster station and storage tank. A 10' x 10' easement is required to allow the utility to enter the property to access and maintain the water meter. All costs for to make the connection will be paid by the developer.

## 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

Adopt a resolution to accept the Dedication of easement.

## Fiscal Impact Statement

Acceptance of easement will allow the connection of the mobile home park and will increase revenues to the department by the connection fee and usage fees.

## Prince George County Impact

The easement will allow for the addition of a new utility customer.

## Notes

None.

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 13<sup>th</sup> day of August, 2019:

Present:

Vote:

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

A-3

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

RESOLUTION; ACCEPTANCE OF THE DEDICATION OF A UTILITY EASEMENT AT OAK SHADES MOBILE HOME PARK

WHEREAS, Whispering Winds, LLC agrees to convey a public water easement to the County of Prince George; and

WHEREAS, the County of Prince George wishes to accept the conveyance of the easement.

NOW THEREFORE BE IT RESOLVED by the Prince George County Board of Supervisors at its regularly scheduled meeting on August 13, 2019 that, in accordance with Virginia Code § 15.2-1803, the Prince George County Board of Supervisors accepts the water easement as shown on the attached plat prepared by MSA, P.C. dated July 3, 2019 entitled "Exhibit A" and authorizes the County Administrator to execute any and all documents necessary for, or related to, the conveyance; and

BE IT FURTHER RESOLVED by the Prince George County Board of Supervisors that this Resolution shall be recorded in the land records of the Prince George County Circuit Court.

A Copy Teste:

\_\_\_\_\_  
Percy C. Ashcraft  
County Administrator

Prepared by: Andrea G. Erard  
Assistant County Attorney  
P. O. Box 68  
Prince George, VA 23875

Consideration: \$10.00  
Exempt from Taxation and Recordation  
Fees Imposed by Section 58.1-811 A-3.

## DEED OF EASEMENT

THIS DEED OF EASEMENT is made this 13<sup>th</sup> day of August, 2019 by and between **WHISPERING WINDS, LLC**, ("Grantor"), and the **COUNTY OF PRINCE GEORGE, VA**, a political subdivision of the Commonwealth of Virginia ("County").

### 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 acknowledged, Grantor hereby grants and conveys unto the County a perpetual right to install, construct, maintain, use, inspect, operate, repair, alter, replace, and remove utility features, and other appurtenant facilities currently or in the future located within the easement across the property of the Grantor located in Prince George County, Virginia, as shown and more particularly described and indicated on a plat, entitled "Exhibit A" prepared by MSA, P.C., dated July 3, 2019, a copy of which is attached.

Further, it is understood and agreed as follows:

1. All utility mains and appurtenant facilities which are installed in the easement shall be and remain the property of County.
2. At no time shall Grantor charge County for the use of the property occupied by The County or for the privilege of exercising the rights granted under this agreement.
3. County, 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. County 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 written notice thereof to County within thirty days after such damage occurs.

4. County, its agents and employees, shall have the right to relocate its lines and facilities within the easement and to make such additions, extensions, alterations, or substitutions therein, including the right to install additional lines within the easement, as County may from time to time deem advisable or expedient.
5. County, its agents and employees, shall have such rights and privileges as may be reasonably necessary for the full enjoyment and use of the easement and for the exercise of any of the rights specifically granted herein.
6. County, 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 may, in any way, interfere with the proper and efficient construction, operation, or maintenance of the utilities in the easement; provided, however, that except for trees, limbs, and undergrowth removed, County shall repair, restore, or replace all facilities currently located in the easement which may be disturbed, damaged or removed to a condition that is as near as possible to their pre-existing condition. County shall remove all trash and other debris generated by its work and shall restore the surface thereof as near as possible to its pre-existing condition.
7. Grantor 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 County for the purposes stated in this Agreement. However, Grantor shall not erect any building or other structure on the permanent easement without obtaining the prior written approval of County.

This easement shall exist under, over, across, through, and above the property owned by Grantor located in Prince George County, Virginia in the areas shown and designated, on the drawings prepared by "MSA, P.C." entitled "Exhibit A", and dated July 3, 2019, a copy of which is attached hereto and to which reference is hereby made for a more particular description of the easement contained herein conveyed.

The conveyance of this property is accepted by the County of Prince George, Virginia as evidenced by the signature of the County Administrator pursuant to authority vested in him by the resolution adopted August 13, 2019 and approved as to form by the signature of the County Attorney.

Grantor, by the execution of this instrument, acknowledges the plans for the aforesaid project as they affect Grantor's property have been fully explained. Furthermore, Grantor agrees to take such further action as is necessary to allow County to fully use the rights granted herein.

Grantor covenants and agrees for itself and its successors and assigns that the consideration paid shall be in lieu of any and all claims to compensation for the aforesaid land, and for damages, if any to the remaining lands of Grantor which may result by reason of the use to which County will put the easement.

Witness the following signatures and seals:

WHISPERING WINDS, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_

COMMONWEALTH OF VIRGINIA,

COUNTY OF PRINCE GEORGE, TO\_WIT:

I, \_\_\_\_\_, a Notary Public in the county of Prince George and State of Virginia, do hereby certify that \_\_\_\_\_ of Whispering Winds, LLC, whose name is signed to the foregoing Deed of Easement, has acknowledged the same before me in my state and County aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2019.

My commission expires: \_\_\_\_\_

My registration number: \_\_\_\_\_

\_\_\_\_\_  
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, a political  
subdivision of the Commonwealth of Virginia, this \_\_\_\_ day of \_\_\_\_\_, 2019.

My commission expires: \_\_\_\_\_

My registration number: \_\_\_\_\_

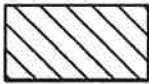
\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

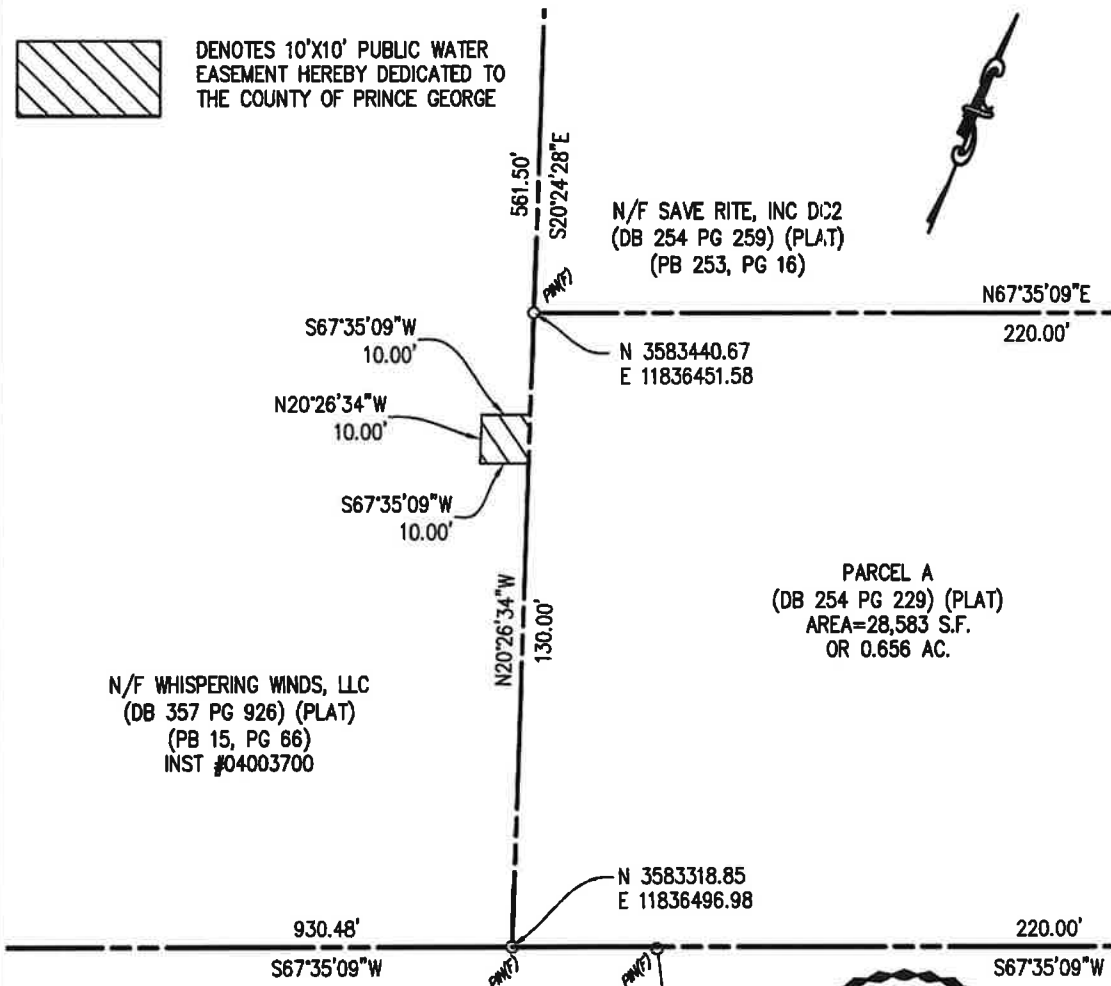
\_\_\_\_\_  
Andrea G. Erard  
Assistant County Attorney for  
Prince George, Virginia

**NOTES:**

1. THE INTENT OF THIS EXHIBIT IS TO SHOW A 10'x10' PUBLIC WATER EASEMENT ON PROPERTY N/F OWNED BY WHISPERING WINDS, LLC (INSTR #04003700) HEREBY DEDICATED TO THE COUNTY OF PRINCE GEORGE.
2. THIS SURVEY DOES NOT ADDRESS THE EXISTENCE OR NONEXISTENCE OF WETLANDS, ENVIRONMENTAL HAZARDS, CEMETERIES OR ANY UNDERGROUND STRUCTURE NOT OBSERVED DURING THE COURSE OF THE SURVEY.
3. NORTH MERIDIAN SHOWN HEREON IS BASED ON NAD83/93 HARN (GPS DERIVED).
4. THIS EXHIBIT SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY OR A SUBDIVISION OF LAND.



DENOTES 10'X10' PUBLIC WATER EASEMENT HEREBY DEDICATED TO THE COUNTY OF PRINCE GEORGE



PARCEL A  
(DB 254 PG 229) (PLAT)  
AREA=28,583 S.F.  
OR 0.656 AC.

N/F WHISPERING WINDS, LLC  
(DB 357 PG 926) (PLAT)  
(PB 15, PG 66)  
INST #04003700

N/F SAVE RITE, INC DC2  
(DB 254 PG 259) (PLAT)  
(PB 253, PG 16)



**EXHIBIT "A"**

SHOWING 10'x10' PUBLIC WATER EASEMENT HEREBY DEDICATED TO THE COUNTY OF PRINCE GEORGE ON PROPERTY N/F OWNED BY WHISPERING WINDS, LLC (INSTR #04003700)  
(DB 357, PG 926; PB 15, PG 66)  
11098 STATE RTE 630  
DISPUTANTA, VIRGINIA

SCALE: 1" = 30' JULY 3, 2019

**MSA, P.C.**

Environmental Sciences • Planning • Surveying  
Civil & Environmental Engineering • Landscape Architecture  
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757-490-9264 (Ofc) www.msaonline.com

