

Issue Analysis Form



Date: December 14, 2021

Item: Route 156 Water Line Extension – Acceptance of Utility Easement

Lead Department(s): Engineering & Utilities

Contact Person(s): Frank Haltom, Director

Description and Current Status

The Route 156 (Prince George Drive) water line extension project requires the acquisition of variable width permanent utility easement and a 10' wide temporary construction easement on parcel 240(0A)00-087-C, with no street address, located along Prince George Drive and owned by George Tarr and Carol Rusnak, siblings who each own equal interest in the property.

This easement is required in order to realign the new water line due to conflicts with recently installed broadband utility.

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?

Board Action Requested: Resolution accepting the Deed of Easement for parcel 240(0A)00-087-C to allow for the installation and continued maintenance of the Route 156 water line.

Fiscal Impact Statement

The acquisition of the easement includes compensation for the parcel owner. The owners will receive a total of \$1,280 split equally for a permanent utility easement and temporary construction easement on the parcel. Compensation includes damages to crops.

County Impact

Acceptance of the easement will allow for the construction of the new water main to meet the fire flow demands of the Southpoint Business Park and will allow for redundancy in the system in the event of a water line failure.

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 14th day of December, 2021:

Present:

Vote:

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

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

**RESOLUTION ACCEPTING UTILITY EASEMENT AND TEMPORARY
CONSTRUCTION EASEMENT FOR ROUTE 156 WATER LINE EXTENSION**

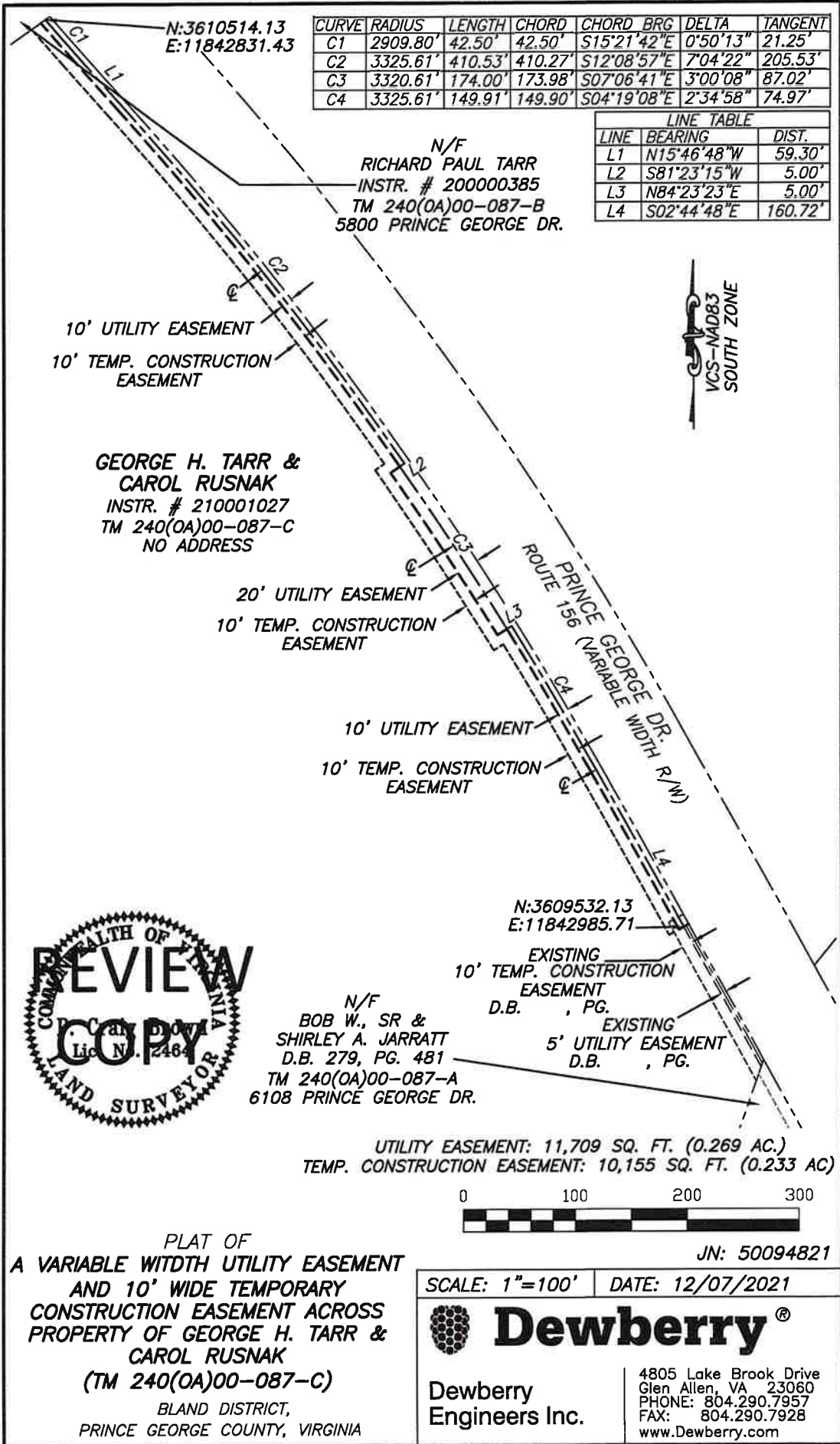
WHEREAS, the Route 156 (Prince George Drive) water line extension project requires the acquisition of a permanent utility easement and temporary construction easement on parcel 240(0A)00-087-C; and

WHEREAS, the permanent utility easement and temporary construction easement will allow for the installation and continued maintenance of the water line.

NOW, THEREFORE, BE IT RESOLVED, that the Prince George County Board of Supervisors accepts the dedication of permanent utility easement and temporary construction easement for parcel 240(0A)00-087-C.

A Copy Teste:

Jeffrey D. Stoke
Interim County Administrator



CURVE	RADIUS	LENGTH	CHORD	CHORD BRG	DELTA	TANGENT
C1	2909.80'	42.50'	42.50'	S15°21'42"E	0°50'13"	21.25'
C2	3325.61'	410.53'	410.27'	S12°08'57"E	7°04'22"	205.53'
C3	3320.61'	174.00'	173.98'	S07°06'41"E	3°00'08"	87.02'
C4	3325.61'	149.91'	149.90'	S04°19'08"E	2°34'58"	74.97'

LINE TABLE		
LINE	BEARING	DIST.
L1	N15°46'48"W	59.30'
L2	S81°23'15"W	5.00'
L3	N84°23'23"E	5.00'
L4	S02°44'48"E	160.72'

N/F
 RICHARD PAUL TARR
 INSTR. # 200000385
 TM 240(OA)00-087-B
 5800 PRINCE GEORGE DR.

GEORGE H. TARR &
 CAROL RUSNAK
 INSTR. # 210001027
 TM 240(OA)00-087-C
 NO ADDRESS

20' UTILITY EASEMENT
 10' TEMP. CONSTRUCTION EASEMENT

10' UTILITY EASEMENT
 10' TEMP. CONSTRUCTION EASEMENT

N:3609532.13
 E:11842985.71
 EXISTING
 10' TEMP. CONSTRUCTION EASEMENT
 D.B. , PG.
 EXISTING
 5' UTILITY EASEMENT
 D.B. , PG.

N/F
 BOB W., SR &
 SHIRLEY A. JARRATT
 D.B. 279, PG. 481
 TM 240(OA)00-087-A
 6108 PRINCE GEORGE DR.



UTILITY EASEMENT: 11,709 SQ. FT. (0.269 AC.)
 TEMP. CONSTRUCTION EASEMENT: 10,155 SQ. FT. (0.233 AC)



PLAT OF
 A VARIABLE WIDTH UTILITY EASEMENT
 AND 10' WIDE TEMPORARY
 CONSTRUCTION EASEMENT ACROSS
 PROPERTY OF GEORGE H. TARR &
 CAROL RUSNAK
 (TM 240(OA)00-087-C)
 BLAND DISTRICT,
 PRINCE GEORGE COUNTY, VIRGINIA

JN: 50094821

SCALE: 1"=100' DATE: 12/07/2021

Dewberry®
 Dewberry
 Engineers Inc.
 4805 Lake Brook Drive
 Glen Allen, VA 23060
 PHONE: 804.290.7957
 FAX: 804.290.7928
 www.Dewberry.com

Prepared by: Dan N. Whitten
County Attorney
P. O. Box 68
Prince George, VA 23875

Consideration: \$1,280.00
Exempt from recordation taxation in accordance with
Section 58.1-811(A)(3) of the Code of Virginia

Tax ID # 240(0A)00-087-C

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

DEED OF UTILITY EASEMENT

THIS DEED OF EASEMENT, made this ____ day of December, 2021, by and between **GEORGE H. TARR & CAROL RUSNAK** and their heirs, successors, and assigns, hereinafter referred to collectively as "Grantor", and **PRINCE GEORGE COUNTY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "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 perpetual easement, hereinafter referred to as "the Easement," and a temporary construction easement, hereinafter referred to as "the Construction Easement" for the purpose of 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 "UTILITY EASEMENT" and "TEMPORARY CONSTRUCTION EASEMENT" and being more particularly shown on the plat, made by Dewberry Engineers, Inc., dated December 7, 2021, entitled "PLAT OF A VARIABLE WIDTH UTILITY EASEMENT AND 10' WIDE TEMPORARY CONSTRUCTION EASEMENT ACROSS THE PROPERTY OF GEORGE H. TARR & CAROL RUSNAK TM 240(0A)00-087-C"; 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 Easement and the Construction Easement are granted to Grantee subject to the following conditions:

1. All water lines, and accessories and appurtenances relating thereto, must be installed in the Easement and they shall be and remain the property of Grantee.
2. At no time shall Grantor charge Grantee for the use of the Easement or the Construction Easement or for the privilege of exercising the rights granted under this Deed.
3. 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 Construction Easement, and the right of ingress to and egress from the Easement and 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.

4. Grantee, its agents and employees, shall have such rights and privileges as may be necessary for the full enjoyment or use of the Easement and the Construction Easement for the purposes listed in the second paragraph of this Deed.
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 Easement and the Construction 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 repair any damage to the Easement and 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 Easement and the Construction Easement as nearly as reasonably possible to its original condition.
6. 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.
7. Upon completion of any construction, repair, alteration, replacement, or removal of water lines, and accessories and other appurtenances, 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 his property have been fully explained to him.

WITNESS the following signatures and seals:

George H. Tarr

State of Virginia,

County of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2021 by George H. Tarr.

Notary Public

Registration Number: _____

My commission expires: _____

Carol Rusnak

State of Virginia,

County of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2021 by Carol Rusnak.

Notary Public

Registration Number: _____

My commission expires: _____

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: _____
Jeffrey D. Stokes, Interim County
Administrator

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Percy C. Ashcraft, 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