

Agenda Item Summary

To: Dr. Bobbi Johnson, Superintendent
Date: February 23, 2015
From: Hunter B. Spencer, Director of Facilities, Planning and Construction

RE: Approval of Sanitary Sewer Easement along south side of Sycamore Park Elementary School Property

Area of Responsibility/Oversight: Planning and Construction

Background Information:

The Town of Culpeper has made a request for a sanitary sewer easement along the property line of Sycamore Park Elementary School. The easement will not interfere with our current or future use of the school property.

Current Considerations:

The easement has been reviewed for form and substance by School Board Counsel.

Budget Considerations:

There are no budget considerations.

Requested Action by the Culpeper County School Board:

Request that the School Board approve the easement request.

Respectfully Submitted,
Hunter B. Spencer, III
Director of Facilities, Planning and Construction

Prepared by:
Tax Map Reference No.:41-43

DEED OF EASEMENT

THIS DEED OF EASEMENT FOR SANITARY SEWER is made this 5th day of February, 2015, by and between CULPEPER COUNTY SCHOOL BOARD, Grantor, and THE TOWN OF CULPEPER, VIRGINIA, a body corporate and politic, Grantee, whose address is _400 South Main Street, Culpeper Va.

WITNESSETH:

WHEREAS, the Grantor is the sole owner and proprietor of certain real property (the "Property") in the Town of Culpeper, Virginia, Being shown on **VDOT Plan Sheets 4, 4RW, 5 and 5RW Project: 0229-204-101, RW201**, For a more particular description of the land herein conveyed, reference is made to plan sheets prepared by VDOT location and design on the "Property of the CULPEPER COUNTY SCHOOL BOARD", last revision dated July 10, 2014 and signed on July 11, 2014,. The here in above referenced photocopy of sheet Nos. 4, 4RW, 5 and 5RW are hereto attached as a part of this conveyance and are to be recorded herewith.

WHEREAS, the Grantor acquired the Property by Deed recorded Being a portion of the land acquired by Deed from Town of Culpeper, a Municipal Corporation, dated, January 16, 1942, and recorded January 22, 1942, in Deed Book 254, Page 105, and also a portion of the same, land acquired by Deed from Town of Culpeper, a Municipal Corporation, dated, April 10, 1951, recorded June 21, 1951 in Deed Book 127, Page 475 in the Office of the Clerk of the Circuit Court of said County.

WHEREAS, it is the desire and intent of Grantor to grant and convey unto the Grantee a certain sanitary sewer easement as shown on the aforesaid Plan sheets.

NOW, THEREFORE, for and in consideration of the premises and the sum of one dollar (\$ 1.00) cash in hand paid, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Town of Culpeper, Virginia, its successors and assigns, the easement as hereinafter set forth in the location shown on the Plan sheets, 4, 4RW, 5, and 5RW marked in PURPLE, which Plan sheet is incorporated herein by reference:

1. The easement granted herein is for the purpose of constructing, operating, maintaining, adding to, altering or replacing present or future sanitary sewer lines or other drainage structures, plus all necessary inlet structures, manholes, and appurtenances for the collection of sanitary sewer and its transmission through and across the said property of Grantor, said easements being more particularly bounded and described on the Plan sheets 4, 4RW, 5 and 5RW, noted therein as a sanitary sewer easement.

2. The foregoing easement is subject to the following conditions:

a. Manholes, inlet structures, and appurtenant facilities that are installed in the easement areas shall be and remain the property of the Grantee, its successors and assigns.

b. Grantee and its agents shall have full and free use of the said easement areas for the purposes named and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement, including the right of access to and from the easement areas and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land. Whenever the enjoyment of its rights hereunder require Town or its agents to move heavy equipment onto the site or to disturb the surface of the ground, it shall be the obligation of Town or its agents to attempt coordination of all such work in advance with Grantor. Notwithstanding anything herein to the contrary, except in the case of emergency repairs, (1) Town and Town's agents shall exercise all rights hereunder at such times and in such manners that the exercise of any right does not interrupt, disrupt or otherwise interfere with instruction or other activities on Grantor's property and (2) Grantor's agents shall have the right immediately to stop the exercise of any such right should Grantor's agents determine, in their sole discretion, that Town's activities are causing or reasonably are anticipated to cause such interruption, disruption or interference, provided Town is afforded an alternative time to exercise the right and is not unreasonably delayed in doing so.

c. Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement areas being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said easements; provided, however, that Grantee shall at its own expense shall restore as nearly as possible to their original condition. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas within and outside the easement areas but shall not include the replacement of structures, trees, and other facilities located within the easements.

d. Grantor reserves the right to make use of the easement *areas* herein granted which are not inconsistent with the rights herein conveyed or interfere with the use of said easement areas by Grantee for the purposes named; provided, however, that Grantor shall comply with all applicable Town of Culpeper ordinances and regulations.

e. Grantor declares that the agreements and covenants stated in this Deed are not covenants personal to Grantor, but are covenants real, running with the land.

Notice to Landowner: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

WITNESS the following signatures and seals:

COUNTY SCHOOL BOARD
CULPEPER COUNTY, VIRGINIA

BY: _____ (SEAL)

TITLE: _____

STATE OF _____

COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____,

(Title of Position)

My Commission expires _____.

Notary Registration No.: _____

Notary Public