



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: September 22, 2009
Item No.: 3
Department: County Administrator
Staff Contact: Wade Bartlett
Issue: ACCEPTANCE OF A WATER LINE AT THE MANOR RESORT

Summary:

Prince Edward has received a request from Herberton Virginia Development to convey a water line to the County. This line is approximately 800 feet long and its location is described in the attached easement. This is an eight inch line with one fire hydrant that will serve the cottages and eventually the golf club house.

Attached is the request for conveyance, the certification that all costs have been paid and the Deed of Easement. We also have the engineering plans for the water line in the County Administrator's office.

Attachments:

Request for conveyance of a water line from Herberton Virginia Development, LLC and certification that costs associated have been paid. Proposed Deed of Easement.

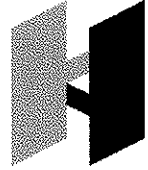
Recommendation: Accept the conveyance of the water line and authorize the Chairman of the Board to sign the proposed Deed of Easement.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



September 22, 2009

Mr. Wade Bartlett
County Administrator
Prince Edward County, Virginia
Court House
Farmville, VA 23901

Via Hand Delivery

200 North Main Street
Farmville
Virginia 23901
P. +434.392.4430
F. +434.392.4016
eFax. +404.506.9212

Re: Transfer of water line and easement

Dear Mr. Bartlett:

Please accept this letter as a formal request to Prince Edward County to accept the water line and easement for access and maintenance thereto which crosses the property of the Manor Resort ownership entities. We have prepared and provided to you a proposed document of conveyance for the line and easement.

The owners of the property on which the line and easement is located, by and through their General Partner, Herberton Virginia Development, LLC, hereby certify that all costs associated with the installation of the line have been paid to the contractor who installed the line, Dunnivant Excavating & Grading, Inc.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Michael Heffernan, Manager
Herberton Virginia Development, LLC
General Partner

TAX MAP NO.: _____

Prepared by /Return to:
Harlan L. Horton, PC
Post Office Box 605
Farmville, VA 23901

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this ____ day of September, 2009, by and between HERBERTON POPLAR HILL RECREATION, LLLP, a Registered Virginia limited liability limited partnership (“Recreation”), HERBERTON POPLAR HILL RESIDENTIAL II, LLLP, a Registered Virginia limited liability limited partnership (“Residential II”), HERBERTON POPLAR HILL RESIDENTIAL I, LLLP, a Registered Virginia limited liability limited partnership (“Residential I”) and collectively with Recreation and Residential II “Landowner” and for recordation purposes GRANTOR) and THE COUNTY OF PRINCE EDWARD, (the “County” and for recordation purposes GRANTEE).

WITNESSETH:

That for and in consideration of Ten Dollars (\$10.00) cash in hand paid to the Landowner by the County and other good and valuable consideration, the receipt of which is hereby acknowledged, the Landowner does hereby grant and convey with General Warranty and English Covenants of Title to the County and its successors and assigns forever the following property:

A permanent, non-exclusive, utility easement (the singular term “easement” when used hereinafter to include the plural if applicable) for the installation, maintenance, operation, and repair of municipal water distribution lines, pipes, and facilities connected therewith, which easement is beneath, upon, and over a strip of land approximately 800 feet long and which is 15 feet on either side of the water distribution line located along the eastern property line of “Parcel O” as shown on that certain plat entitled “Plat Showing 443.5+/- acres of land, being the remainder of Poplar Hill Farm, (Parcels #1 and #2), Parcel “T” and Parcel “U”, located in the Farmville District of Prince Edward County, Virginia.”, dated December 12, 2001 and with final revision on June 7, 2006, and made by Draper Aden Associates, which is recorded in the Clerk’s Office of the Circuit Court of Prince Edward County, Virginia at Plat Cabinet A, 373, #3 and #4.

Conveyed with this easement is all right, title and interest of Recreation and Residential II in and to the main water distribution line located on the property of Recreation which runs over the portion of property shown on the aforesaid plat as “existing road” and further located along the eastern line of the property of Residential II which is described as Parcel O on the above-referenced plat. Said main water distribution line connects to the main water distribution line acquired by the Grantee from The Town of Farmville which runs from Highway 15 along the existing road.

Residential I and Recreation further join in the execution of this easement for purposes of granting to the County the access easement over the existing road which provides access from State Route 15 to the water line and easement described above.

Landowner further understands and agrees as follows:

1. All facilities, public works, and appurtenances which are installed in or on said property now or in the future by or for the County shall be and remain the property of the County and no charge shall at any time be made by the Landowner for the use of the property occupied by the County or for the privilege of constructing, maintaining and operating said facilities and the necessary or appropriate appurtenances.

2. The County and its agents and employees for the purpose of inspecting, maintaining or operating its facilities shall have the right and easement of ingress and egress over any lands of the Landowner adjacent to the described easement between any public or private roads and the described easement in such manner as shall occasion the least practicable damage and inconvenience to Landowner.

3. The County shall have the right to inspect, rebuild, repair, change, alter, and install utility lines, pipes, and facilities, or such additional or substitute lines or facilities within the easement herein granted as the County may from time to time deem advisable or expedient, and shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use for any of the aforesaid purposes of the easement and rights herein granted.

4. The County shall have the right to trim, cut, and remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures, paving, or other obstructions or facilities within said easement which it deems in any way to interfere with the proper and efficient construction, operation, and maintenance of the facilities in or on said easement.

5. The County shall repair or replace only ground cover now on the said easement which may be disturbed, damaged, or removed as a result of the construction of any of the County's facilities, shall remove all trash and other debris of construction or repair from the easement, and shall restore the surface thereof to its original condition as nearly as reasonably possible, all subject, however, to this exception, to-wit: that the County shall not be so obligated when it would be inconsistent with the proper operation, maintenance or use of its facilities.

6. Landowner reserves the right to make use of the land subject to the rights herein granted, which use shall not be inconsistent with the rights herein conveyed or interfere with the use of the said easement by the County for the purposes aforesaid; provided, however, that all such use shall be at Landowner's risk unless prior written approval of County is obtained and provided further that this paragraph shall not apply to property conveyed in fee simple.

7. Grantor has and may in future grant to other parties the right to use any part of the area within such easement for any purpose or in any manner, provided that such use does not conflict with the County's use thereof or the purpose for which this easement is granted. County acknowledges that lines supply electrical, telephone, cable and or satellite television and computer power or service are currently installed within the easement area.

8. Nothing herein shall be deemed to prohibit the placement of structures including fences within the easement by property owners of the underlying fee without prior approval of the County; provided that any such improvements shall be placed at the risk of the property owner and the County shall have the right to remove any such improvements should they interfere with the rights granted the County herein; and further provided that any such improvements shall be in conformance with all other County ordinances.

9. Landowner has seen and carefully examined a copy of the hereinabove-described plat, is entirely familiar with the quantity of the land covered by this conveyance, and fully understands the effect that it will or might have on the value of the remaining property.

10. Any easement or right granted the County hereunder is intended to be and shall be usable by and for the benefit of the County as such and also any sanitary district, authority, or any other County agency or entity operated solely or partially for the benefit of the citizens of Prince Edward County or any portion thereof, which such other agency or entity shall enjoy all of the privileges herein granted to the County as such.

11. This instrument covers all the agreements between the parties and no representations or statements, verbal or written, have been made which are inconsistent with the terms of this deed.

WITNESS the following signatures and seals:

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

HERBERTON POPLAR HILL RECREATION, LLLP
By: Herberton Virginia Development, LLC
Its: General Partner

By: _____ (SEAL)
Michael Heffernan, Manager

HERBERTON POPLAR HILL RESIDENTIAL I, LLLP
By: Herberton Virginia Development, LLC
Its: General Partner

By: _____ (SEAL)
Michael Heffernan, Manager

HERBERTON POPLAR HILL RESIDENTIAL II, LLLP
By: Herberton Virginia Development, LLC
Its: General Partner

By: _____ (SEAL)
Michael Heffernan, Manager

COMMONWEALTH OF VIRGINIA
County of Prince Edward, to-wit:

The foregoing instrument was acknowledged before me this ____ day of September, 2009, by Michael Heffernan, Manager of Herberton Virginia Development, LLC, General Partner of Herberton Poplar Hill Residential I, LLLP, Herberton Poplar Hill Residential II, LLLP, Herberton Poplar Hill Recreation, LLLP as and for an act of each of the limited liability limited partnerships..

My Commission Expires: __/__/__
Registration No.: _____

Notary Public

The foregoing conveyance is hereby accepted by the County of Prince Edward, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the County, as evidenced by Resolution # _____, adopted by the Prince Edward County Board of Supervisors at a duly called meeting held on September 22, 2009.

COUNTY OF PRINCE EDWARD, VIRGINIA

By: _____
Chair, Prince Edward County Board of Supervisors

COMMONWEALTH OF VIRGINIA
County of Prince Edward, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, Chair, Prince Edward County Board of Supervisors.

My commission expires: __/__/____
Registration No.: _____

Notary Public

H-SC POPLAR HILL, LLC joins in the execution of this easement and conveyance for the purpose of consenting to the conveyance of the above-described water distribution line and easement to Prince Edward County.

H-SC Poplar Hill, LLC

By: _____
C. Norman Krueger, Manager

COMMONWEALTH OF VIRGINIA
County of Prince Edward, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____.

My Commission Expires: __/__/__
Registration No.: _____

Notary Public

GROUSE ENTERPRISES, LLC joins in the execution of this easement and conveyance for the purpose of consenting to the conveyance of the above-described water distribution line and easement to Prince Edward County.

Grouse Enterprises, LLC

By: _____
_____, Manager

STATE OF _____
County of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____.

My Commission Expires: __/__/__
Registration No.: _____

Notary Public

MONROE, LLC joins in the execution of this easement and conveyance for the purpose of consenting to the conveyance the above-described water distribution line and easement to Prince Edward County.

Monroe, LLC

By: _____
_____, Manager

STATE OF _____
County of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____.

My Commission Expires: __/__/__
Registration No.: _____

Notary Public