



## COUNTY of FREDERICK

Parks and Recreation Department

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# MEMO

**To:** Jay Tibbs, Deputy County Administrator for Human Services  
**From:** Jason L. Robertson, Director, Parks & Recreation Dept.  
**Subject:** Parks and Recreation Commission Action  
**Date:** September 20, 2017

The Parks and Recreation Commission met on September 19, 2017. Members present were: Randy Carter, Christopher Fordney, Natalie Gerometta, Gary Longerbeam, Ronald Madagan, Guss Morrison, Amy Strosnider and Robert Wells (Board of Supervisors' Non-Voting Liaison). Members absent: Charles Sandy, Jr.

### Items Requiring Board of Supervisors Action:

1. Frederick Water Easement Request – The Buildings and Grounds Committee recommended approval of the Frederick Water easement request as submitted, second by Ms. Natalie Gerometta, motion carried unanimously (7-0). Please find attached a copy of the Frederick Water Deed of Easement. Public hearing is needed to grant this easement.

### Submitted for Board Information Only:

None

Attachment

cc: Gary Longerbeam, Chairman  
Robert Wells, Board of Supervisors' Non-Voting Liaison

Tax Map No.:

Project:

FREDERICK COUNTY SANITATION AUTHORITY  
DEED OF EASEMENT

THIS DEED OF EASEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **FREDERICK COUNTY VIRGINIA** (collectively, "Owner"), as grantor for indexing purposes, and **FREDERICK COUNTY SANITATION AUTHORITY d.b.a. FREDERICK WATER**, a body politic and corporate (the "Authority"), as grantee for indexing purposes.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant and convey unto the Authority, its successors and assigns, an easement (the "Water Storage Easement") for the purpose of installing, constructing, operating, maintaining, repairing, adding to or altering and replacing one or more present or future water storage tanks, water mains and sanitary sewer lines, including, without limitation, fire hydrants, valves, vaults, meters, building service connections and connection lines, sanitary lateral lines, manholes and other appurtenant facilities (collectively, the "Facilities"), for the storage, transmission and distribution of water and the collection of sanitary sewer and its transmission through, upon and across the portion of the property of Owner bounded and described as "Dot-Shaded Area Denotes Proposed Easements For Waterlines, Tank and Equipment, and Access" (the "Water Storage Easement Area") on the plat entitled "**WATER TANK EASEMENT DEDICATION PLAT ON PARCEL 33-(A)-162B**", dated September 11, 2017 and prepared by Gary R. Oates (the "Plat"), attached hereto and made a part hereof, subject to the following conditions; and

FURTHER WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant and convey unto the Authority, its successors and assigns, an easement and right of way (the "Access Easement") for the purpose of installing, constructing, operating, maintaining, repairing, adding to or altering and replacing a vehicular access driveway and Facilities other than storage tanks, for access to the Water Storage Easement Area and for the transmission and distribution of water and the collection of sanitary sewer and its transmission through, upon and across the portion of the property of Owner bounded and described as "Hatched Area Denotes Proposed Easement for Access Only" (the "Access Easement Area") on the Plat.

1. All Facilities which are installed in the Water Storage Easement Area and Access Easement Area (collectively the "Easement Areas") shall be and remain the property of the Authority, its successors and assigns.

2. The Authority and its agents shall have full and free use of the Easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of

the Easement, including the right of access to and from the Easement Areas, and the right to use adjoining land within 100 feet of the Easement Areas when 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 Authority to erect any building or structure of a permanent nature on such adjoining land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions in or reasonably near the Easement Areas, including those existing at the time of execution of this Deed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of the Facilities; provided, however, that the Authority, at its own expense, shall restore, as nearly as possible, to their original condition all land or premises included within or adjoining the Easement Areas which are disturbed in any manner by the construction, operation and maintenance of the Facilities. Such restoration shall include (i) the backfilling of trenches, (ii) repaving of asphalt, concrete, composite, and other impervious areas, (iii) the reseeding or resodding of lawns or pasture areas, and (iv) the replacement of trees, flowers, shrubbery, vegetable plants, porous/permeable paving, pavers, structures, and other obstructions located outside the Easement Area, but shall not include the replacement of trees, flowers, shrubbery, vegetable plants, porous/permeable paving, pavers, structures, or other obstructions located within the Easement Areas.

4. Owner reserves the right to construct and maintain roadways over the Easement Area and to make any use of the Easement Area which may not be inconsistent with the Easement rights herein conveyed, or interfere with the use of the Easement by the Authority for the purposes named; provided, however, that Owner shall not erect any building or other structure, or install any underground facilities or utilities, or change existing ground elevation or impound any water on or within the Easement Areas without obtaining the prior written approval of the Authority. In the event a use of the Easement Areas by Owner is approved by the Authority, but requires the relocation of any of the Facilities or the adjustment of the depth of any of the Facilities, all costs required to accomplish such relocation or adjustment shall be paid by Owner. Owner agrees that no vegetation other than (i) grass, (ii) shrubbery, and (iii) flowers and vegetable plants with root systems that extend no more than 12 inches below the surface at maturity, may be planted in the Easement Area; provided, however, that such flowers, shrubbery and vegetable plants are planted at Owner's risk and the Authority shall have no obligation to replant such flowers, shrubbery and vegetable plants nor to compensate Owner for such vegetation in the event such vegetation is damaged or destroyed during the exercise of the Authority's rights under this Easement.

5. At such time as any portion of the land within the Easement Areas is accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by the Authority by this instrument in such portion of land shall cease and terminate, provided that the Commonwealth of Virginia or any appropriate agency thereof concurrently grants to the Authority all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its facilities in said location.

6. Owner covenants that it is seized of and has the right to convey said Easements, rights and privileges, that the Authority shall have quiet and peaceable possession, use and enjoyment of the Easement, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

7. Owner agrees that the agreements and covenants stated in this Deed are not covenants personal to Owner but are covenants running with the land which are and shall be binding upon Owner, its heirs, personal representatives, successors and assigns.

*[Signature appears on the following page]*

Witness the following signature and seal:

FREDERICK COUNTY SANITATION AUTHORITY  
d.b.a. FREDERICK WATER:

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_,

CITY/COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, a notary public in and for the State and County  
aforesaid, do certify that \_\_\_\_\_, whose name is signed to the  
foregoing instrument dated \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me.

GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Registration No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Witness the following signature and seal:

FREDERICK COUNTY VIRGINIA:

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_,

CITY/COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, a notary public in and for the State and County aforesaid, do certify that \_\_\_\_\_, whose name is signed to the foregoing instrument dated \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me.

GIVEN under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Registration No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

