MOTION: October 20, 2020 Regular Meeting

SECOND: Res. No. 20-

RE: AUTHORIZE AN AGREEMENT OF SETTLEMENT OF SEVERAL PROPERTIES

LOCATED ON NEABSCO MILLS ROAD, OWNED BY THE COMMONWEALTH OF VIRGINIA, STATE BOARD FOR COMMUNITY COLLEGES, IN CONNECTION WITH THE NEABSCO MILLS ROAD IMPROVEMENT PROJECT – NEABSCO MAGISTERIAL

DISTRICT

ACTION:

WHEREAS, the Neabsco Mills Road Improvement Project widens Neabsco Mills Road from an existing two-lane roadway to a four-lane divided roadway with raised median for the majority of the project extending from Smoke Court to Jefferson Davis Highway. This Project was approved by the Prince William Board of County Supervisors on January 22, 2019, via Resolution Number (Res. No.) 19-058; and

WHEREAS, the property interests are located across 15300, 15308, 15314, 15318, 15326, 15330, 15560 Neabsco Mills Road and 2610 College Drive; and

WHEREAS, County staff, after careful review and given the uncertainties of the situation and costs involved, was successful in negotiating a final settlement in the amount of \$878,572.75 to acquire property interests across various properties along Neabsco Mills Road, owned by the Commonwealth of Virginia, State Board for Community Colleges, and subject to Board approval; and

WHEREAS, \$29,980,449 is currently available in the Neabsco Mills Road Improvement Project, #16C17016, which is sufficient to cover the total budget fiscal impact of \$878,572.75;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby approves and authorizes the settlement agreement with the Commonwealth of Virginia, State Board for Community Colleges, for property interests across properties located at 15300, 15308, 15314, 15318, 15326, 15330, 15560 Neabsco Mills Road and 2610 College Drive, needed for the Neabsco Mills Road Improvement Project;

BE IT FURTHER RESOLVED that the Prince William County Board of County Supervisors hereby authorizes the Director of Transportation, or his designee, to execute the Agreement and Deed of Dedication and Easements, and any such other documents that are necessary or appropriate to affect the intent of the resolution, and which are approved as to form by the County Attorney's Office.

October 20, 2020 Regular Meeting Res. No. 20-Page Two

ATTACHMENTS: Settlement Agreement between Board of County Supervisors of Prince

William County, Virginia, and Commonwealth of Virginia, State Board for

Community Colleges

Deed of Dedications and Easements

Votes: Ayes: Nays:

Absent from Vote: Absent from Meeting:

For Information:

County Attorney

Director of Transportation

ATTEST:	

AGREEMENT

WITNESSETH

WHEREAS, the County has determined that the Neabsco Mills Road (Route 638) – Widening transportation improvements project ("the Project") is necessary to provide for the health, safety, and welfare of Prince William County citizens; and

WHEREAS, the design of the Project is such that it will affect properties in the County's Neabsco Magisterial District with addresses in Woodbridge, Virginia, 22191, located at the following addresses and GPIN identifications:

15560 Neabsco Mills Road, GPIN No. 8290-79-9119,

15330 Neabsco Mills Road, GPIN No. 8291-80-3245,

15326 Neabsco Mills Road, GPIN No. 8291-80-4461,

15318 Neabsco Mills Road, GPIN No. 8291-80-3164,

15314 Neabsco Mills Road, GPIN No. 8291-80-3781,

15308 Neabsco Mills Road, GPIN No. 8291-80-2688, and

15300 Neabsco Mills Road, GPIN No. 8291-81-2418,

all such properties having been acquired by General Warranty Deed, dated May 29, 2008, and recorded July 15, 2008, as Instrument No. 200807150067996, and also the property located at 2610 College Drive, Woodbridge, Virginia, identified as GPIN No. 8291-79-1083, having been acquired by General Warranty Deed, dated June 14, 1967, and recorded June 15, 1967, in Deed Book 428, Page 484, among the land records of Prince William County (collectively, all such properties hereinafter, the "Community College Property"); and

ATTACHMENT October 20, 2020 Res. No. 20-Page 2 of 42

WHEREAS, the location of the Project across the Community College Property is such that 90,563 square feet of property is necessary in fee simple for public street dedication, 2,926 square feet of property is necessary for permanent drainage easement, 38,399 square feet of property is necessary for permanent VDOT utility easement, 1,391 square feet of property is necessary for permanent signal easement, and 45,260 square feet of property is necessary for a temporary construction easement, for the construction of the Project;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings expressed here, the Grantor agrees to convey and the County agrees to acquire certain hereinafter described property interests, all in accordance with the terms and conditions set forth herein.

- 1. PROPERTY: The property interests which are the subject of this Agreement consist of 90,563 square feet of property in fee simple for public street dedication, 2,926 square feet of property for permanent drainage easement, 38,399 square feet of property for permanent VDOT utility easement, 1,391 square feet of property for permanent signal easement, and 45,260 square feet of property for a temporary construction easement, including any trees, landscaping, improvements, and appurtenances contained thereon, across the Community College Property, as more particularly described and shown on the plats entitled "PLAT SHOWING STREET DEDICATIONS AND VARIOUS EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF NEABSCO MILLS ROAD ON THE LAND OF COMMONWEALTH OF VIRGINIA, STATE BOARD FOR COMMUNITY COLLEGES," dated August 1, 2019, and prepared by Rinker Design Associates, P.C., attached hereto as Attachments A, B, C, D, E, F, G (revised November 19, 2019), and H.
- 2. COMPENSATION: The total just compensation for the property interests acquired across the Community College Property shall be Eight-Hundred Seventy-eight Thousand Five Hundred Seventy-two and 75/100 Dollars (\$878,572.75) to be paid, in cash or equivalent, under this Agreement pursuant to Paragraph 7.

ATTACHMENT October 20, 2020 Res. No. 20-Page 3 of 42

3. OTHER CONDITIONS OF PURCHASE:

- a. Upon execution of this Agreement by both parties, the Grantor hereby agrees that the County, its agents and employees may enter the Community College Property to conduct tests, surveys, and any other operations necessary to construct the Project.
- b. The Grantor shall supply to the County within twenty (20) days of execution of this Agreement results of engineering tests, soil borings, and other documents in its possession or under its control related to the engineering, soil, water, and topographic conditions of the property in the areas that are the subject of this Agreement.
- c. Regarding the property herein conveyed, the Grantor covenants to the best of its knowledge or belief that no toxic or hazardous waste or materials or substances are located or have been deposited on the property. In the event that it is determined that such conditions exist, the County may terminate or rescind this Agreement without further obligation. Upon execution of this Agreement by both parties, the County or its agents shall have the right to enter the Community College Property to conduct such environmental site evaluations or other studies as the County deems appropriate.
- d. The parties agree that the total agreed just compensation set out in Paragraph 2 is for the property interests acquired, and includes all just compensation due under Virginia law, including the value of the property interests acquired, lost profits, lost access, and damages, if any, to the residue of the Community College Property, including all damage to vegetation existing on the Community College Property within the public street dedication, permanent drainage easement, permanent VDOT utility easement, permanent signal easement, and temporary construction easement, as a result of the Project.
- **4. DEED:** Grantor shall convey in a single instrument if mutually agreeable by the parties, the easements, and by Special Warranty deed the fee simple interest. Title to the subject property interests shall be good and marketable, free and clear of liens, claims, encumbrances, easements, covenants, and leases

ATTACHMENT October 20, 2020 Res. No. 20-Page 4 of 42

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of any kind. Marketability of title is defined as good of record and fact, insurable subject only to standard exceptions of title by a title insurance company authorized to transact business in the Commonwealth of Virginia. If title is not as aforesaid, the County may, but is not obligated to, take the property interests subject to the defect or Grantor shall have a reasonable period of time in which Grantor shall be obligated to clear such defect, at Grantor's cost, such time not to exceed three (3) months, unless an extension is given by Grantee in its sole discretion, and in such event the settlement date shall be continued until the defect is cleared or three (3) months, or any additional extension given by the Grantee, have elapsed, whichever occurs first. The Grantor specifically authorizes the settlement attorney to discharge any valid monetary liens against the Community College Property from the proceeds due to the Grantor.

- 5. TITLE CHARGES: Examination of title, conveyancing, notary fees, and recording charges, and other customary charges including the Grantor's tax, shall be paid by the County.
- **6. ADJUSTMENTS AND POSSESSION:** All real estate taxes, if any, are to be adjusted as of the date of settlement. Possession shall be given to the County at settlement.
- SETTLEMENT: Settlement shall be made at the office of William E. Evans, Esquire, Settlements, Inc., 10575 Crestwood Drive, Manassas, Virginia 20109, on or before 180 days from the date of full execution of this Agreement. Settlement may be delayed pending the partial release of any deed of trust existing on the Community College Property. Moreover, the Grantor agrees that if any lienholder(s)/trustee(s) do not provide releases of any outstanding liens pertaining to any of the property interest(s) acquired under this Agreement prior to the date scheduled for settlement, the Grantor shall, on or before the settlement date, deliver an executed deed, provided by the County, conveying all such property interest(s) to the County. At the time that the Grantor delivers the executed deed conveying such property interest(s), the County shall pay the compensation under Paragraph 2 into escrow for future distribution to the Grantor and/or the lienholder(s)/trustee(s) pursuant to the terms of the release from the lienholder(s)/trustee(s). After paying the compensation into escrow, the County may record the deed whenever it deems it is appropriate do so. The Grantor shall reasonably cooperate with the

ATTACHMENT October 20, 2020 Res. No. 20-Page 5 of 42

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County in securing any release(s) from any lienholder(s)/trustee(s), including, but not limited to, providing the County with relevant information and executing lienholder(s)/trustee(s) documents.

- 8. EMINENT DOMAIN: In the event the Community College Property or any portion thereof shall be condemned or taken by any authority or agency (other than the County) having the power of eminent domain, the County shall have a right at its option to terminate this Agreement by written notice to the Grantor. The County may, however, elect to make settlement on all of the property interests other than that which is the subject of such condemnation proceeding, in accordance with the terms of this Agreement and the price shall be adjusted on a pro rata per acre basis.
- 9. ENTIRE AGREEMENT: This Agreement, when executed by the parties, contains the final and entire agreement between the parties. No parties shall be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. The landowner by the execution of this Agreement acknowledges that the plans for this Project as they affect the Community College Property have been fully explained to it or its authorized representative.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES ON FOLLOWING PAGES.]

WITNESS the following signatures and seals:

COMMONWEALTH OF VIRGINIA, STATE BOARD FOR COMMUNITY COLLEGES

BY:

DuBois

Chancellor and Secretary to the State Board

COMMONWEALTH OF VIRGINIA;

City/County of Glovcester

I, the undersigned Notary Public, certify that Glenn DuBois, Chancellor of the Virginia Community College System and Secretary to the State Board for Community Colleges, on behalf of Commonwealth of Virginia, State Board for Community Colleges, whose name is signed to the foregoing instrument, appeared and acknowledged the same before me this 2200 day of

september, 2020.



NOTARY PUBLIC

My commission expires: June 30, 2022
Notary Registration No: 7588057

OFFICE OF THE ATTORNEY GENERAL Approved as to form and legal sufficiency

Printed Name: Thomas

Senior Assistant Attorney General

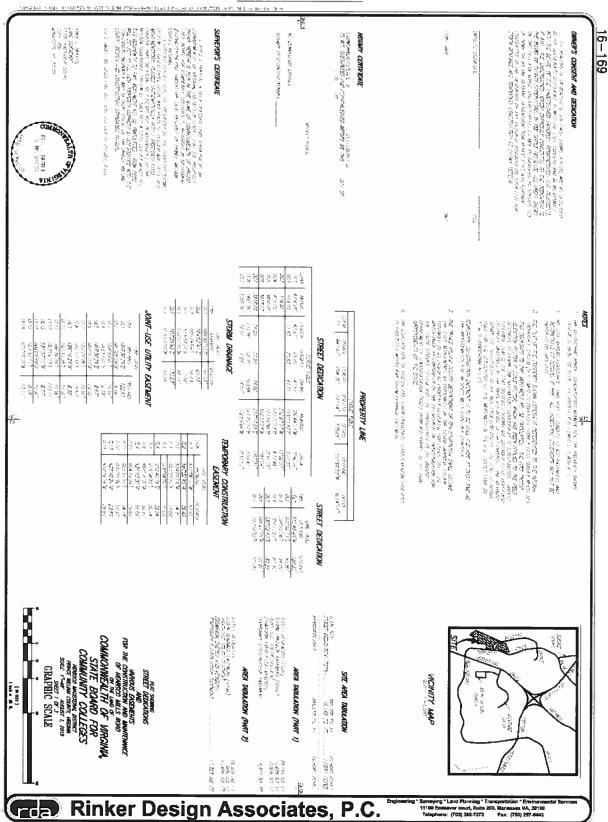
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	PRINCE WILLIAM COUNTY, VIRGINIA
	By:
COMMONWEALTH OF VIRGINIA; County of Prince William, to-wit:	
	by certify that Ricardo Canizales, Director of nia, whose name is signed to the foregoing Agreement, ne thisday of
	Y PUBLIC amission expires:
•	Registration No.:
FORM APPROVED PER VIRGINIA CODE	§ 15.2-1803

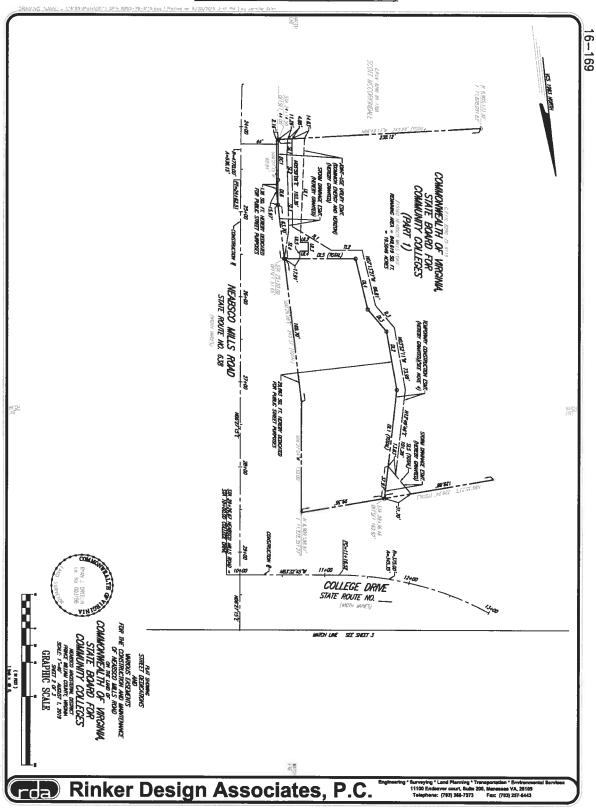
Alan F. Smith Senior Assistant County Attorney

Date:

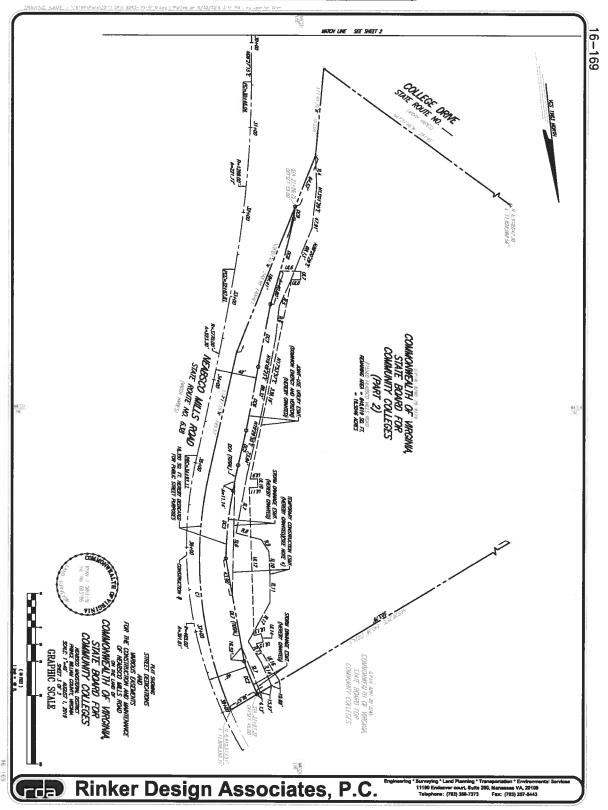
ATTACHMENT A



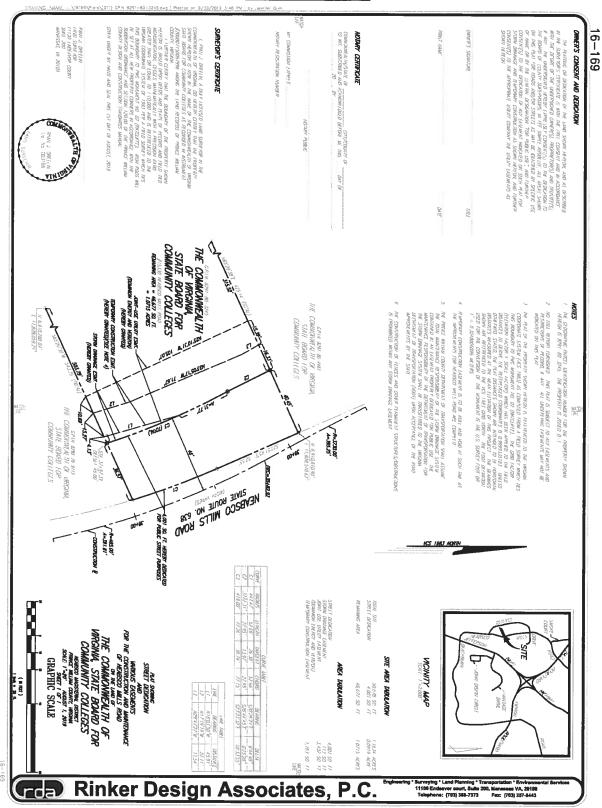
ATTACHMENT A (continued)



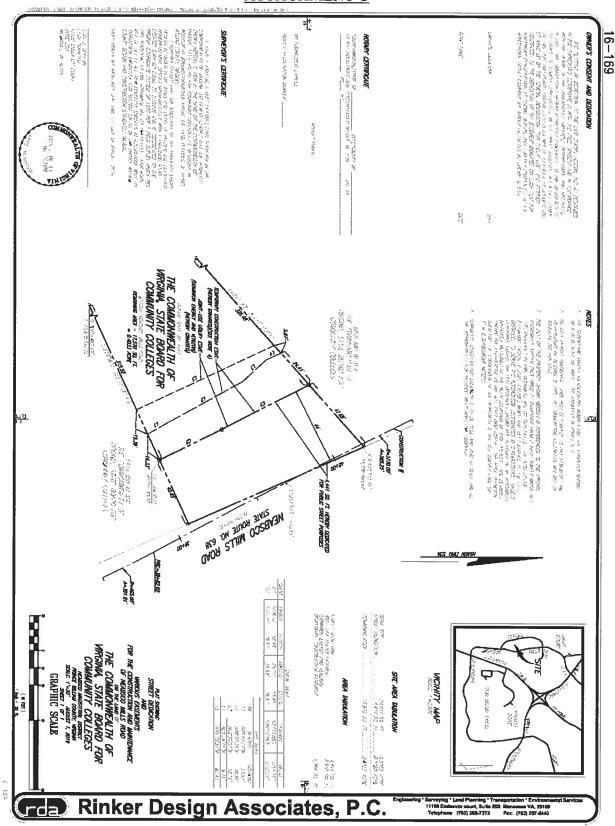
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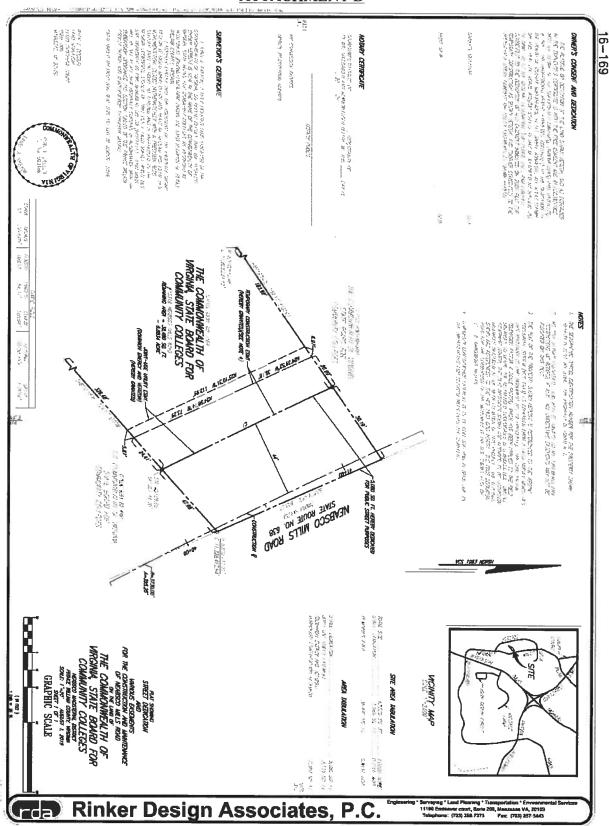
ATTACHMENT B



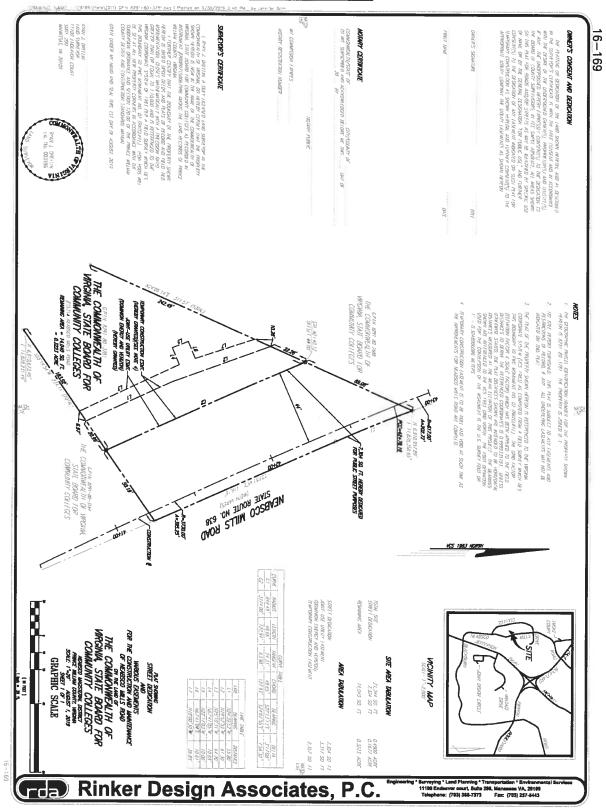
ATTACHMENT C



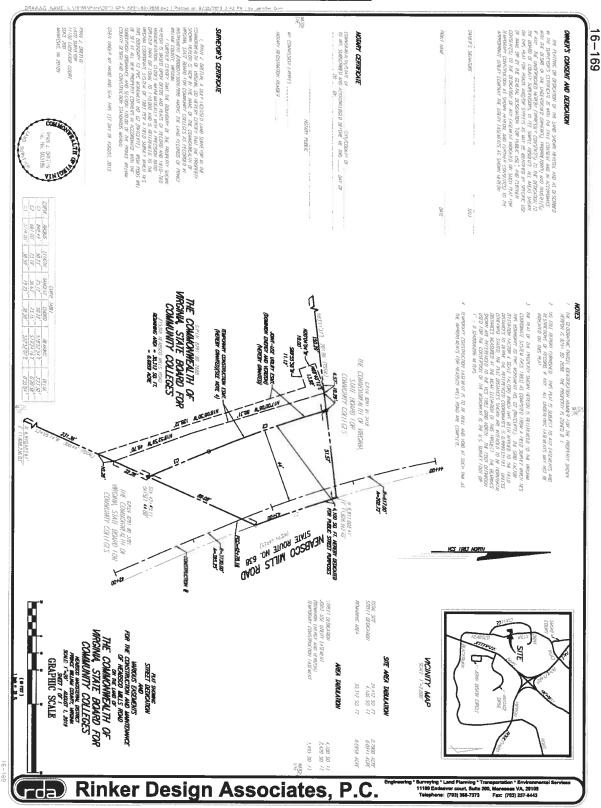
ATTACHMENT D



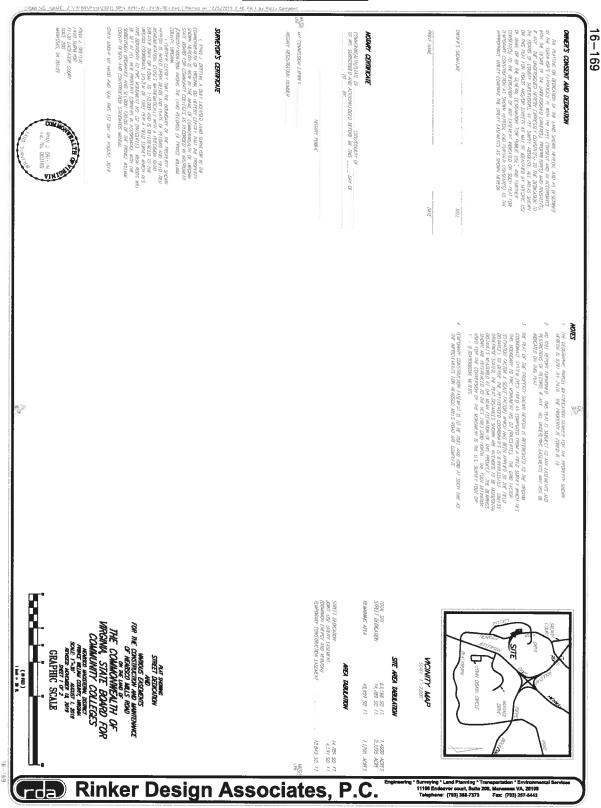
ATTACHMENT E



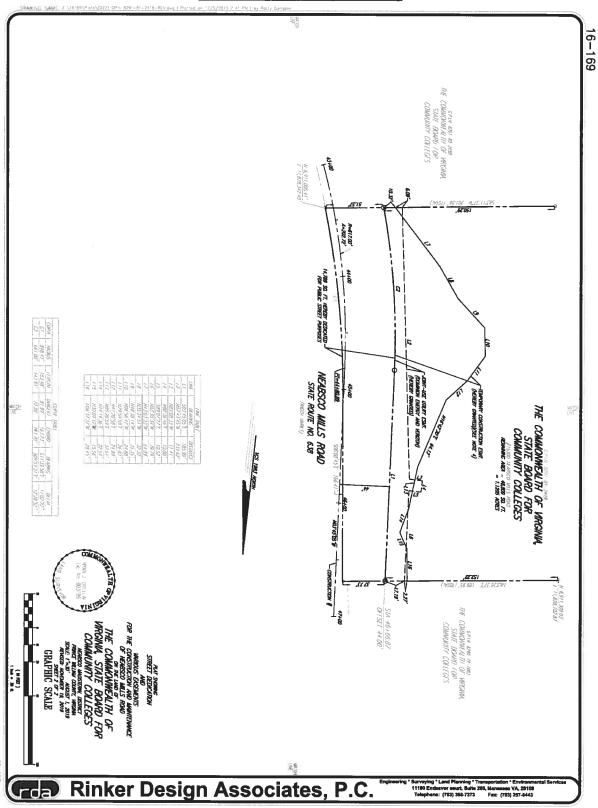
ATTACHMENT F



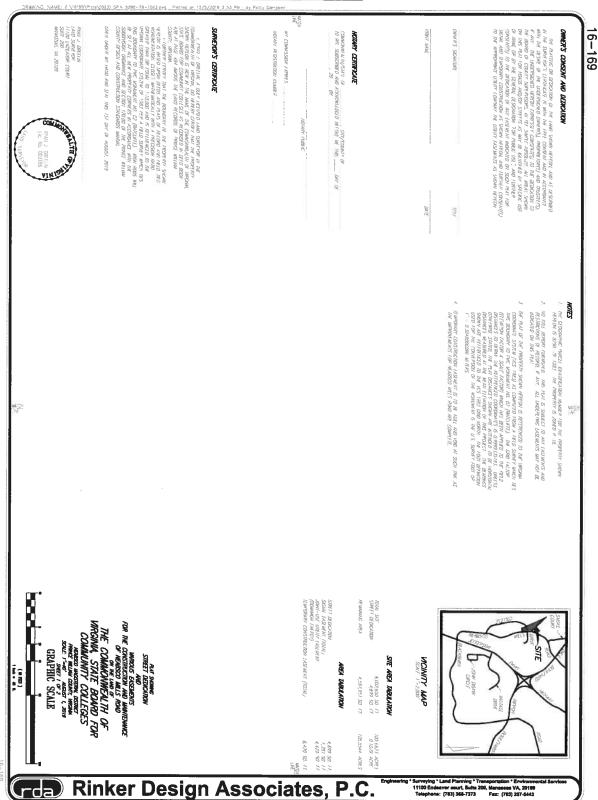
ATTACHMENT G



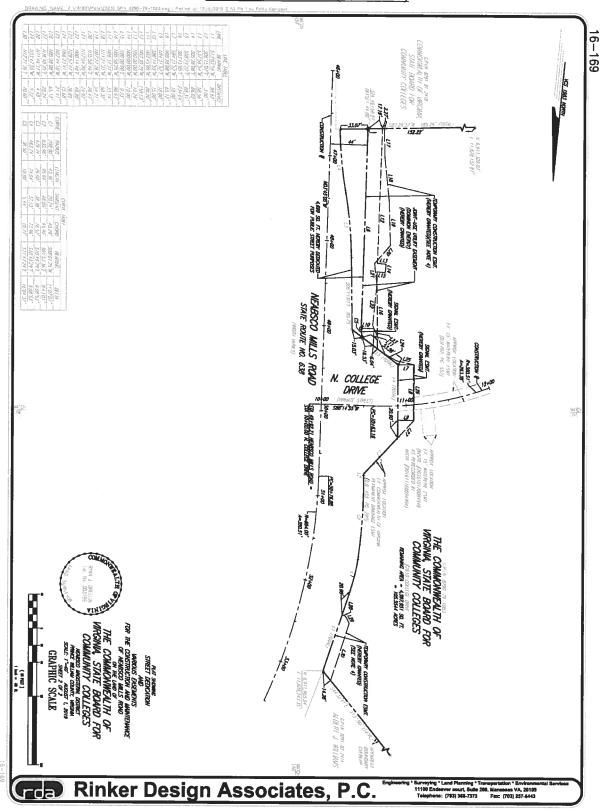
ATTACHMENT G (continued)



ATTACHMENT H



ATTACHMENT H (continued)



Consideration: \$1.00

DEED OF DEDICATIONS AND EASEMENTS

THIS DEED OF DEDICATIONS AND EASEMENTS ("this Deed"), made and entered into this _____ day of ______, 2020, by and between COMMONWEALTH OF VIRGINIA, STATE BOARD FOR COMMUNITY COLLEGES (hereinafter referred to as "Grantor"), and the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, the governing body of Prince William County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Grantee" or "County").

WITNESSETH

WHEREAS, the Grantor is the owner of certain parcels of land situate in Prince William County, Virginia, which parcels are located in the Neabsco Magisterial District of Prince William County, Virginia, identified as:

- GPIN No. 8290-79-9119 and commonly known as 15560 Neabsco Mills Road, Woodbridge,
 VA, such property having been acquired by the Grantor pursuant to a Deed recorded as Instrument No. 200807150067996, among the land records of Prince William County, Virginia ("Land Records");
- GPIN No. 8291-80-3245 and commonly known as 15330 Neabsco Mills Road, Woodbridge,
 VA, the property having been acquired by the Grantor pursuant to a Deed recorded as Instrument
 No. 200807150067996, among the Land Records;
- GPIN No. 8291-80-4461 and commonly known as 15326 Neabsco Mills Road, Woodbridge,
 VA, the property having been acquired by the Grantor pursuant to a Deed recorded as Instrument
 No. 200807150067996, among the Land Records;
- GPIN No. 8291-80-3164 and commonly known as 15318 Neabsco Mills Road, Woodbridge,
 VA, the property having been acquired by the Grantor pursuant to a Deed recorded as Instrument
 No. 200807150067996 among the Land Records;

GPIN No. 8291-80-3781 and commonly known as 15314 Neabsco Mills Road, Woodbridge, VA, the property having been acquired by the Grantor pursuant to a Deed recorded as Instrument No. 200807150067996 among the Land Records;

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- GPIN No. 8291-80-2688 and commonly known as 15308 Neabsco Mills Road, Woodbridge,
 VA, the property having been acquired by the Grantor pursuant to a Deed recorded as Instrument
 No. 200807150067996 among the Land Records;
- GPIN No. 8291-81-2418 and commonly known as 15300 Neabsco Mills Road, Woodbridge,
 VA, the property having been acquired by the Grantor pursuant to a Deed recorded as Instrument
 No. 200807150067996 among the Land Records; and
- GPIN No. 8290-79-1083 and commonly known as 2610 College Drive, Woodbridge, VA, the property having been acquired by the Grantor pursuant to a Deed recorded in Deed Book 428 at Page 484 among the Land Records (hereinafter all eight parcels collectively referred to as the "Community College Property"); and

WHEREAS, all parcels identified in the prior whereas clause are shown more particularly on the eight plats, each of which is entitled "PLAT SHOWING STREET DEDICATION AND VARIOUS EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF NEABSCO MILLS ROAD ON THE LAND OF THE COMMONWEALTH OF VIRGINIA, STATE BOARD FOR COMMUNITY COLLEGES," dated August 1, 2019, and prepared by Rinker Design Associates, P.C. ("Plats"), which are attached to, incorporated into, and recorded with this Deed; and

WHEREAS, the Grantor desires to grant and convey a certain portion of the Community College Property to the County in fee simple for public street purposes and to grant certain permanent and temporary easements to the County, as more particularly described and shown on the attached Plats.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants and conveys, in fee simple, with Special Warranty to the County, its successors and assigns, and dedicates for public street purposes, that portion of the Community College Property containing:

• 46,149 square feet or 1.0594 acres of land which is labeled "136 SQ. FT. HEREBY DEDICATED FOR PUBLIC STREET PURPOSES," "29,663 SQ. FT. HEREBY DEDICATED

FOR PUBLIC STREET PURPOSES," and "16,350 SQ. FT. HEREBY DEDICATED FOR PUBLIC STREET PURPOSES," as shown on the Plats;

- 4,001 square feet or 0.0919 acres of land which is labeled "4,001 SQ. FT. HEREBY DEDICATED FOR PUBLIC STREET PURPOSES," as shown on the Plats;
- 4,441 square feet or 0.1020 acres of land which is labeled "4,441 SQ. FT. HEREBY
 DEDICATED FOR PUBLIC STREET PURPOSES," as shown on the Plats; and
- 5,080 square feet or 0.1166 acres of land which is labeled "5,080 SQ. FT. HEREBY DEDICATED FOR PUBLIC STREET PURPOSES," as shown on the Plats;
- 7,304 square feet or 0.1677 acres of land which is labeled "7,304 SQ. FT HEREBY DEDICATED FOR PUBLIC STREET PURPOSES," as shown on the Plats;
- 4,100 square feet or 0.0941 acres of land which is labeled "4,100 SQ. FT. HEREBY
 DEDICATED FOR PUBLIC STREET PURPOSES," as shown on the Plats;
- 14,789 square feet or 0.3395 acres of land which is labelled "14,789 SQ. FT. HEREBY DEDICATED FOR PUBLIC STREET PURPOSES," as shown on the Plats; and
- 4,699 square feet or 0.1079 acres of land which is labelled "4,699 SQ. FT. HEREBY
 DEDICATED FOR PUBLIC STREET PURPOSES," as shown on the Plats.

FURTHER WITNESSETH, in consideration of the premises and sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and conveys unto the County, its successors and assigns, a permanent storm drainage easement encumbering that portion of the Community College Property containing 2,813 square feet of property which is labeled "STORM DRAINAGE ESMT. (HEREBY GRANTED)," and 113 square feet of property which is labeled "STORM DRAINAGE ESMT. (HEREBY GRANTED)," as shown on the Plats.

The permanent storm drainage easement being subject to the following conditions:

ATTACHMENT October 20, 2020 Res. No. 20-Page 23 of 42

1. All sewers, manholes, and appurtenant facilities which are installed in the

easement granted to the County shall be and remain the property of the County, its successors and

assigns.

2. The County and its agents shall have full and free use of the said easement for

the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the

easement including the right to use abutting land adjoining the easement where necessary; provided,

however, that this right to use abutting land shall be exercised only during periods of actual construction

or maintenance, and then only to the minimum extent necessary for such construction or maintenance,

and further, this right shall not be construed to allow the County to erect any building or structure of a

permanent nature on such abutting land.

3. The County and its agents shall have the right to trim, cut, and remove trees,

shrubbery, fences, structures, or other obstructions or facilities in the easement being conveyed, deemed

by it to interfere with the proper and efficient construction, operation, and maintenance of said drainage

facility; provided, however, that the County, at its own expense, shall restore as nearly as possible, the

premises to their original condition; such restoration to include the backfilling of trenches, the

replacement of fences and shrubbery, and the reseeding and resodding of lawn and pasture areas, but

not the replacement of structures, trees or other obstructions.

4. The Grantor reserves the right to make any use of the easement herein granted,

provided, this use does not interfere with the flows of the natural storm drainage or adversely affect

other properties or interfere with the use of the drainage easement by the County for the purposes named,

or be inconsistent with any other right herein conveyed; also provided, that the Grantor, its successors

and assigns, shall not erect any building, fence, or other structure on the easement granted to the County

without obtaining the prior written approval of the County.

5. The Prince William County Department of Transportation shall assume the total

maintenance responsibility of the storm drainage system located on the Community College Property

ATTACHMENT October 20, 2020 Res. No. 20-Page 24 of 42

and contained in any storm drainage easement properly dedicated to public use. The maintenance responsibility of the Prince William County Department of Transportation for the storm drainage system shall terminate upon acceptance of the storm drainage system by the Virginia Department of Transportation.

STILL FURTHER WITNESSETH, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants and conveys to the County, its successors and assigns, a permanent signal easement over the Community College Property containing 1,391 square feet of land which is labelled "SIGNAL EASEMENT (HEREBY GRANTED," as shown on the Plats. The permanent signal easement shall run with the land and shall allow for the installation, construction, operation, maintenance, repair, replacement, reconstruction, improvement, and inspection of a traffic signal(s), junction box(es), and all other appurtenances necessary for the operation of traffic signalization, including, but not limited to, the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities within or near the easement, deemed by it to interfere with the proper and efficient use of the easement. Maintenance of the easement shall be the responsibility of the fee simple owner except the Prince William County Department of Transportation shall assume the total maintenance responsibility of the traffic signalization facilities, equipment, and improvements located in the easement on the Community College Property. The maintenance responsibility of the Prince William County Department of Transportation for the traffic signalization facilities, equipment, and improvements shall terminate upon acceptance of the Neabsco Mills Road project by the Virginia Department of Transportation, including the traffic signalization facilities, equipment, and improvements.

STILL FURTHER WITNESSETH, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants and conveys, to the County, its successors and assigns, a temporary construction

easement for the purpose of the necessary construction and grading on, through, and across the Community College Property encumbering that portion of the Community College Property containing;

- 16,184 square feet of land which is labelled "TEMPORARY CONSTRUCTION ESMT.

 (HEREBY GRANTED)(SEE NOTE 4)," as shown on the Plats;
- 1,763 square feet of land which is labelled "TEMPORARY CONSTRUCTION ESMT.

 (HEREBY GRANTED)(SEE NOTE 4)," as shown on the Plats;
- 1,794 square feet of land which is labelled "TEMPORARY CONSTRUCTION ESMT.

 (HEREBY GRANTED) (SEE NOTE 4)," as shown on the Plats;
- 2,407 square feet of land which is labelled "TEMPORARY CONSTRUCTION ESMT. (HEREBY GRANTED)(SEE NOTE 4)," as shown on the Plats;
- 2,357 square feet of land which is labelled "TEMPORARY CONSTRUCTION ESMT. (HEREBY GRANTED)(SEE NOTE 4)," as shown on the Plats;
- 1,495 square feet of land which is labelled "TEMPORARY CONSTRUCTION ESMT.

 (HEREBY GRANTED) (SEE NOTE 4)," as shown on the Plats;
- 12,840 square feet of land which is labelled "TEMPORARY CONSTRUCTION ESMT.

 (HEREBY GRANTED)(SEE NOTE 4)," as shown on the Plats; and
- 6,420 square feet of land which is labelled "TEMPORARY CONSTRUCTION ESMT. (HEREBY GRANTED)(SEE NOTE 4)," as shown on the Plats.

The temporary construction easement shall allow the Grantee to enter upon the property which is the subject of the easement for construction, grading, filling, removal, or deposit of earth and debris, and other activities relative to the construction of roadways on property(s) adjacent to the easement. The County and its agents shall have the full and free use of the easement for the purpose named, including the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities within or near the easement, deemed by it to interfere with the proper and efficient construction and grading, however, the County shall at its own expense and, to the extent reasonably possible, restore

ATTACHMENT October 20, 2020 Res. No. 20-Page 26 of 42

the premises to its original condition; such restoration to include the backfilling of trenches, and the reseeding or resodding of the denuded areas, but not the replacement of structures, trees, or other obstructions or facilities. The temporary construction easement shall become null and void at such time as construction and grading are complete, and the improvements for Neabsco Mills Road are completed

and the project is accepted by the Virginia Department of Transportation.

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Prince William County, Virginia, as shown by the signatures affixed to this Deed and the attached Plats, and is with the free consent and in accordance with the desire of the Grantor, sole owner of the land embraced within the bounds of the property. The Grantor covenants that it has the right to convey the property and easements, it has done no act to encumber the same, and it shall execute such further assurances of and to the property as may be necessary or requisite. The property and easements are accepted by the Board of County Supervisors of Prince William County, Virginia, as evidenced by the signature of the undersigned, who is authorized to execute this Deed on behalf of the Board of County Supervisors of Prince William County, Virginia, by Resolution No. 20———, adopted by the Board on ——————, 2020, a copy of which is attached to, incorporated into, and recorded with this Deed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON FOLLOWING PAGES.]

WITNESS the following signatures and seals:

	GRANTOR:
	COMMONWEALTH OF VIRGINIA, STATE BOARD FOR COMMUNITY COLLEGES
	BY: Glenn DuBois Chancellor and Secretary to the State Board
Community College System and Secretary Commonwealth of Virginia, State Board	, to-wit: certify that Glenn DuBois, Chancellor of the Virginia to the State Board for Community Colleges, on behalf of for Community Colleges, whose name is signed to the knowledged the same before me this day of
	NOTARY PUBLIC
My Commission expires:	
Notary Registration No.:	
OFFICE OF THE ATTORNEY GENERAL Approved as to form and legal sufficiency:	L
By: Senior Assistant Attorney General	
Senior Assistant Attorney General	

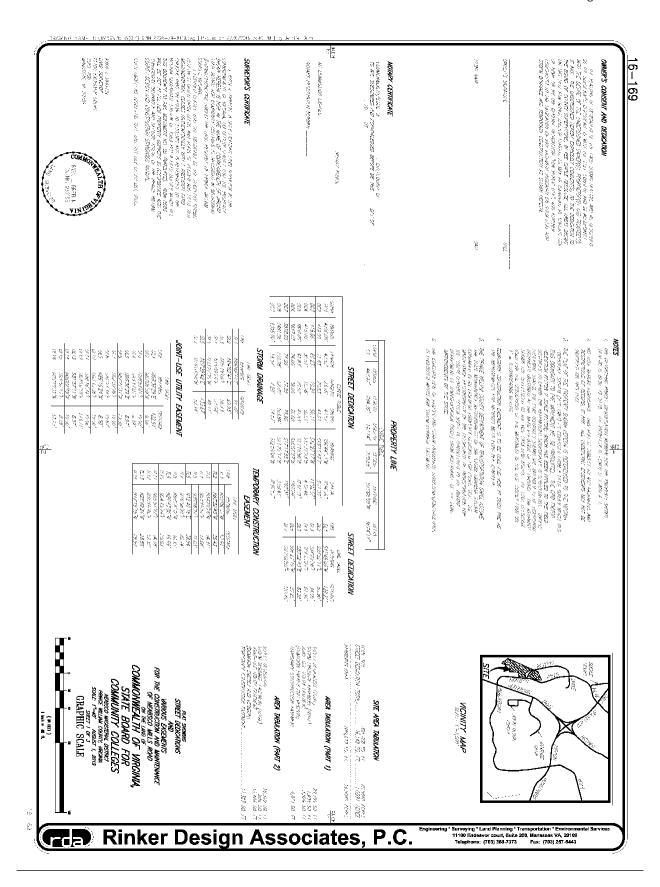
GRANTEE:

BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA

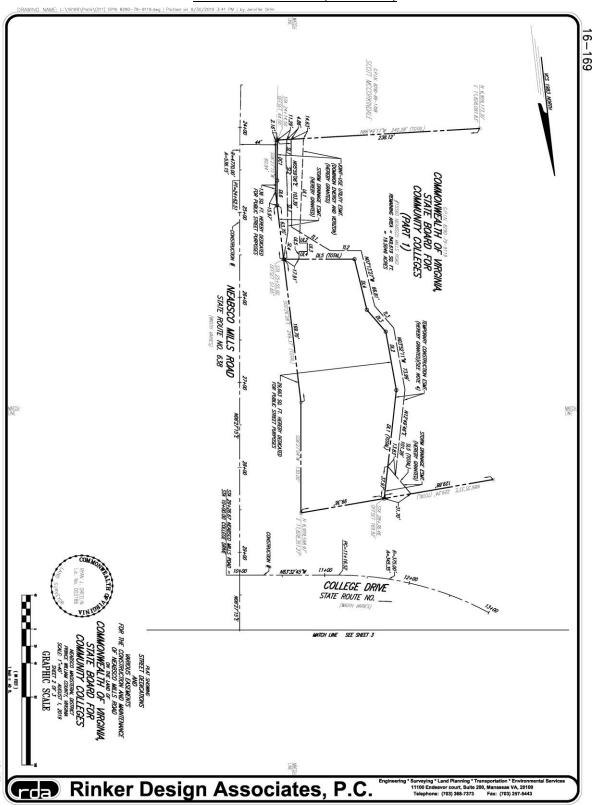
	By:			
	adopted on, 2020			
COMMONWEALTH OF VIRGINIA; County of Prince William, to-wit:				
The foregoing instrument was acknowledged before me this day of, 2020, by Ricardo Canizales, Director Transportation, Prince William County, Virginia.				
	NOTARY PUBLIC			
My Commission expires:				
Notary Registration No.:				
FORM A	APPROVED PER VIRGINIA CODE § 15.2-1803			
	an F. Smith nior Assistant County Attorney te:			

ATTACHMENTS A THROUGH H PLATS

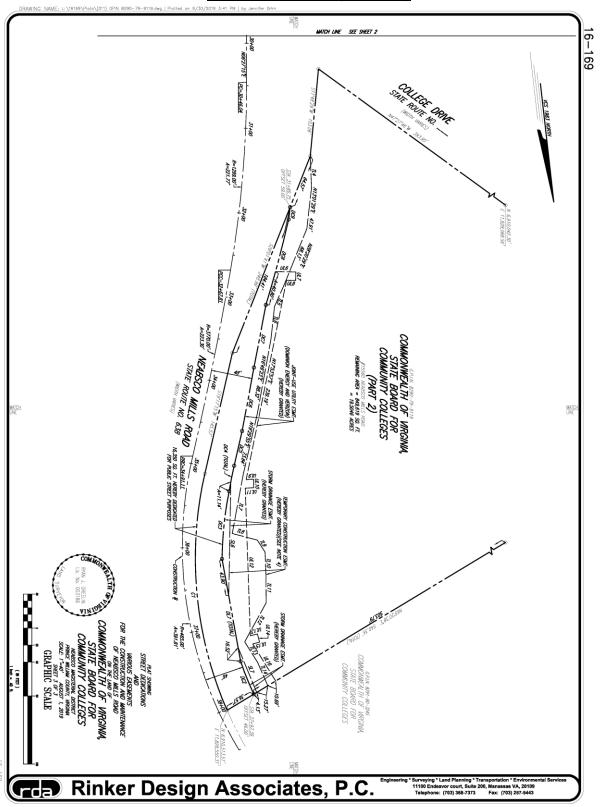
ATTACHMENT A



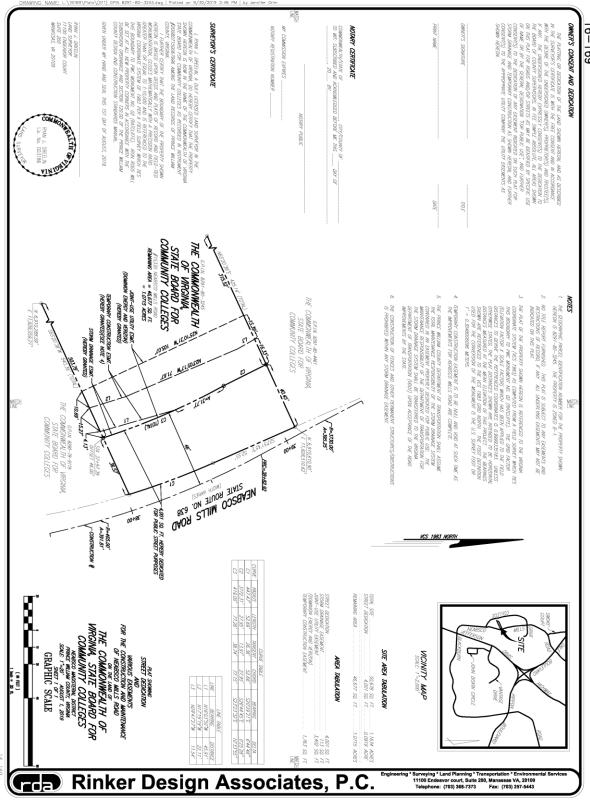
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ATTACHMENT A (continued)

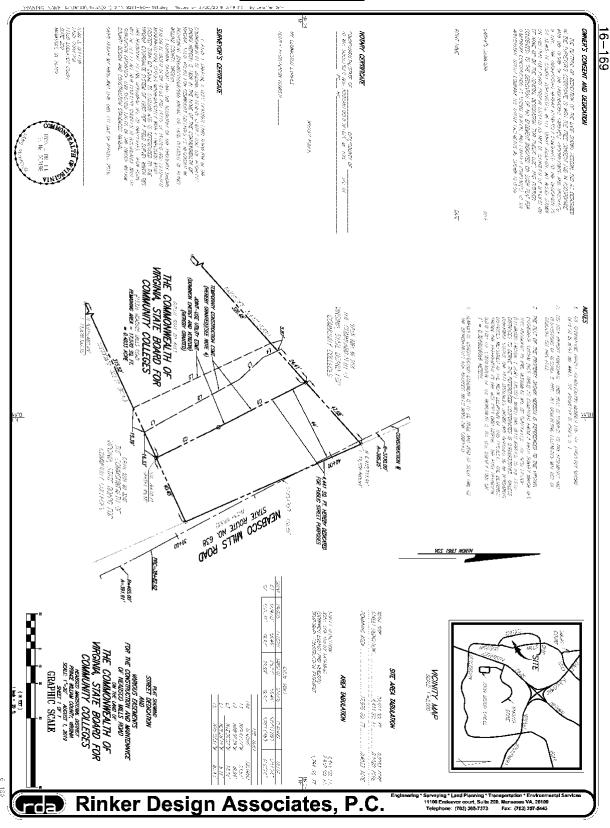


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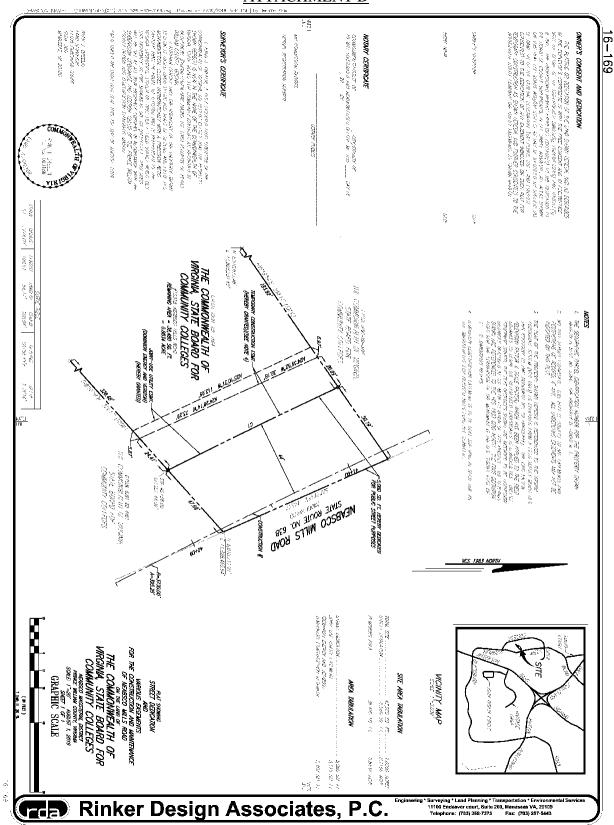


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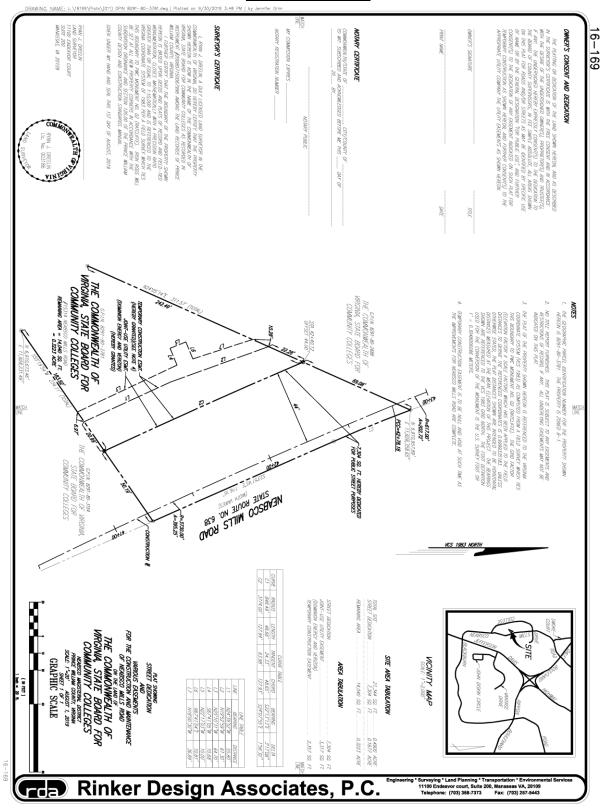
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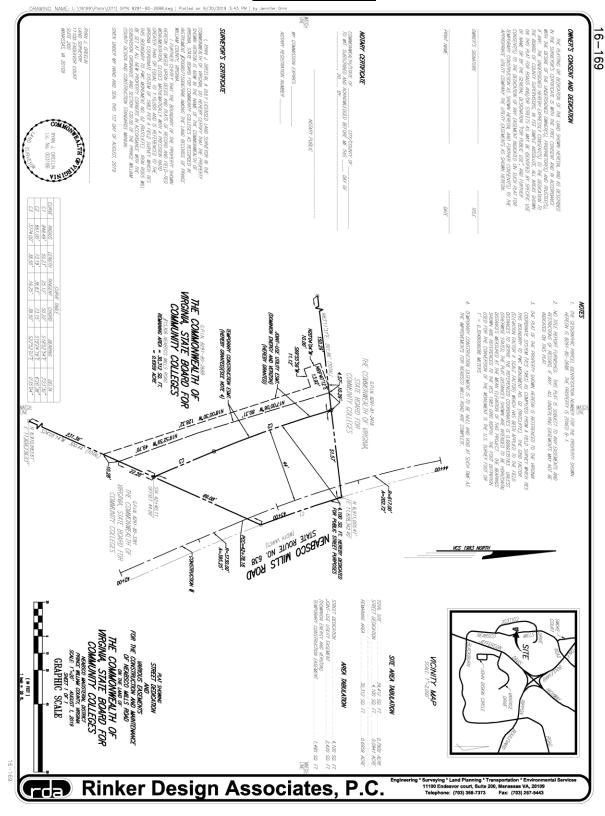
ATTACHMENT D



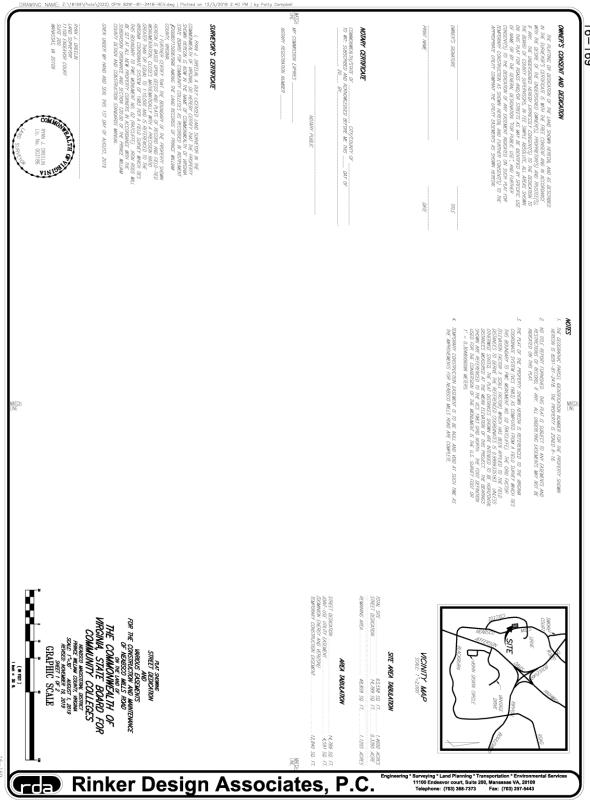
ATTACHMENT E



ATTACHMENT F

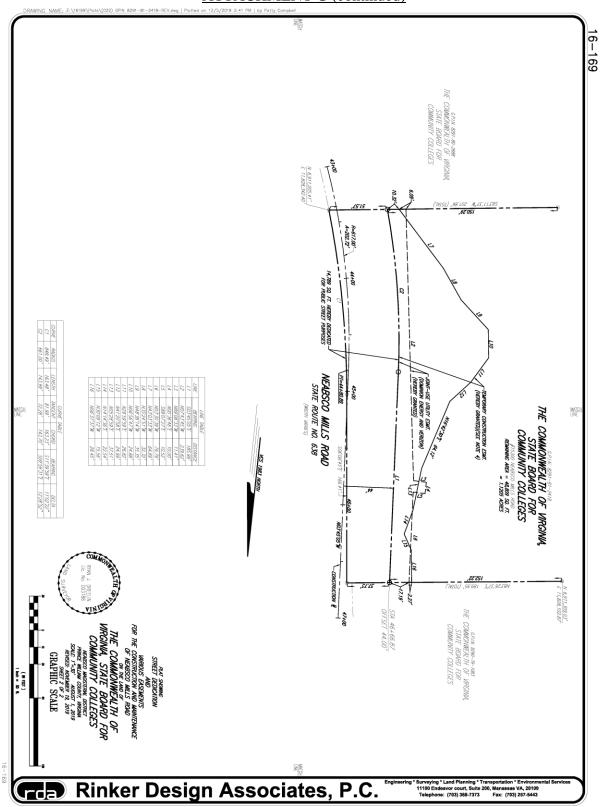


ATTACHMENT G

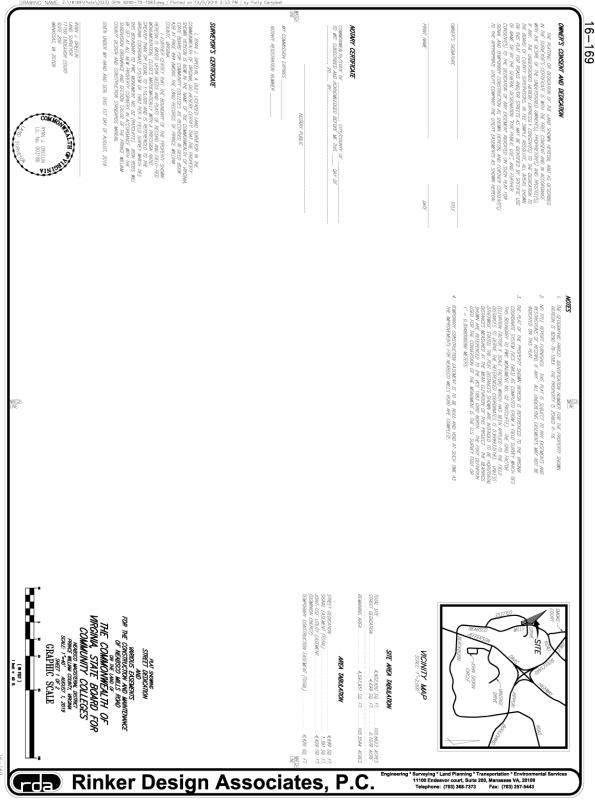


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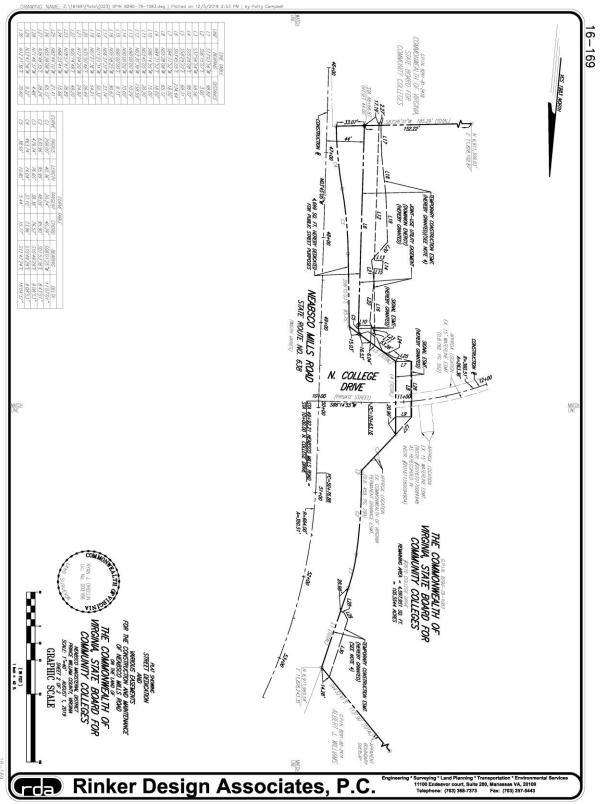
ATTACHMENT G (continued)



ATTACHMENT H



ATTACHMENT H (continued)



ATTACHMENT I

BOARD OF COUNTY SUPERVISORS' RESOLUTION



Office of the County Executive Christopher E. Martino

STAFF REPORT

The Board of County Supervisors

Ann B. Wheeler, Chair Victor S. Angry, Vice Chair Andrea O. Bailey Kenny A. Boddye Pete Candland Margaret Angela Franklin

Jeanine M. Lawson

Yesli Vega

Board Meeting Date: October 20, 2020

Agenda Title: Authorize an Agreement of Settlement of Several Properties Located on

Neabsco Mills Road, Owned by the Commonwealth of Virginia, State Board for Community Colleges, in Connection with the Neabsco Mills

Road Improvement Project

District Impact: Neabsco Magisterial District

Requested Action: Approve the resolution and authorize an agreement of settlement for

several properties located on Neabsco Mills Road, owned by the Commonwealth of Virginia, State Board for Community Colleges.

Department / Agency Lead: Department of Transportation

Staff Lead: Ricardo Canizales, Director

EXECUTIVE SUMMARY

The Neabsco Mills Road Improvement Project widens Neabsco Mills Road from an existing two-lane roadway to a four-lane divided roadway with a raised median for the majority of the Project extending from Smoke Court to Jefferson Davis Highway. This Project was approved by the Prince William Board of County Supervisors (Board) on January 22, 2019, via Resolution Number (Res. No.) 19-058.

To construct the Neabsco Mills Road Improvement Project, acquisition of property and easements from the Commonwealth of Virginia, State Board for Community Colleges is required.

It is the recommendation of County staff that the Board authorize an agreement of settlement for several properties located on Neabsco Mills Road, owned by the Commonwealth of Virginia, State Board for Community Colleges, in connection with the Neabsco Mills Road Improvement Project.

BACKGROUND

- A. <u>Neabsco Mills Road Improvement Project</u> This Project widens Neabsco Mills Road from an existing two-lane roadway to a four-lane divided roadway with a raised median from Smoke Court to Jefferson Davis Highway. This Project was approved by the Board on January 22, 2019, via Res. No. 19-058.
- B. Property Requirements In order to accommodate the construction of the Neabsco Mills Road Improvement Project, on January 8, 2020, via certified and regular mail, an offer of \$182,450, the full amount of property appraisals for the combined property interests across 15300, 15308, 15314, 15318, 15326, 15330, 15560 Neabsco Mills Road and 2610 College Drive, was sent to Commonwealth of Virginia, State Board for Community Colleges (Owner), via certified and regular mail, on behalf of the County, by Rinker Design Associates, P.C. This offer included a written statement explaining the factual basis for the County's offer, as well as the required title report, plat, plan sheets, and appraisal; all in accordance with Section 25.1-204 of the VA Code Ann. acquisition of the following property interests is required:
 - 1) <u>Street Dedication</u> 90,563 square feet of land is needed for public street dedication.
 - 2) <u>Storm Drainage Easement</u> 2,926 square feet of land is needed for a permanent storm drainage easement.
 - 3) <u>Virginia Department of Virginia (VDOT) Utility Easement</u> 38,399 square feet of land is needed for a permanent VDOT utility easement.
 - 4) Signal Easement 1,391 square feet of land is needed for a permanent signal easement.
 - 5) <u>Temporary Construction Easement</u> 45,260 square feet of land is needed for a temporary construction easement.

Extensive Negotiations were conducted with the Commonwealth of Virginia, State Board for Community Colleges. The College indicated that the appraisal did not adequately reflect the type of property and compensation that they have regularly received from similar school properties. The County doesn't have quick-take powers when it comes to the Commonwealth of Virginia property and since any delay in this project would increase the cost of the project as a whole, an offer of \$878,572.75, was accepted for presentation to the Board. This amount includes the above square footage across 15300, 15308, 15314, 15326, 15330, 15560 Neabsco Mills Road and 2610 College Drive from Commonwealth of Virginia, State Board for Community Colleges.

STAFF RECOMMENDATION

Due to the opportunity to acquire this property through agreement and that the County cannot proceed with condemnation on a State property, it is the recommendation of County staff that the Board authorize an agreement of settlement for several properties located along Neabsco Mills Road, owned by the Commonwealth of Virginia, State Board for Community Colleges, in connection with the Neabsco Mills Road Improvement Project.

Authorize Settlement Agreement with Commonwealth of Virginia, State Board for Community Colleges October 20, 2020 Page 3

Service Level / Policy Impact

Authorizing the settlement agreement for several properties located along Neabsco Mills Road that are owned by the Commonwealth of Virginia, State Board for Community Colleges, will allow the Neabsco Mills Road Improvement Project to stay on schedule and support the County's Mobility Strategic Plan goal by providing "an accessible, comprehensive, multi-modal network of transportation infrastructure that supports local and regional mobility".

Fiscal Impact

The County will purchase the required property interest from Commonwealth of Virginia, State Board for Community Colleges, for \$878,572.75. A balance of \$29,980,449 is currently available in the Neabsco Mills Road Improvement Project #16C17016. This amount is sufficient to settle this acquisition.

Legal Impact

The Board has the legal authority to approve the proposed agreement.

STAFF CONTACT INFORMATION

Scott Hatten | (703) 792-6257 shatten@pwcgov.org

ATTACHMENT

Vicinity Map

