Montgomery County
Public Schools

Agenda Item Details

Meeting	May 06, 2014 - Regular Session
Category	8. Superintendent's Reports, Recommendations & Announcements
Subject	C. Atmos Gas Line Easement at Christiansburg Middle School
Type	Action, Information
Recommended Action	Approve the easement as presented.
Goals	

Atmos Energy Corporation has requested a 15' wide easement for a gas line along a portion of the edge of the Christiansburg Middle School property. (Requested easement documents attached.) Atmos needs to install the gas line to serve the Wynwood Estates Development being built just North of the CMS campus. The new gas line extension to serve Wynwood Estates will come off of the existing gas line on the school property that currently serves the school.

The requested easement and gas line extension are at the edge of the property and will not affect current or future development of the school facilities. The Administration recommends that the School Board approve, in concept, the requested easement and pass the request on to the Board of Supervisors to grant the easement, with the conditions that:
a. the gas service to Christiansburg Middle School will not be negatively affected;
b. the gas line extension will not be installed on the school property while school is in session, and be closely coordinated with the school administration;
c. any future settlement of the ground or any ground disturbance on school property associated with the installation of the gas line be repaired to a safe, level and smooth grass surface;
d. any and all trees currently in the area of the requested easement be the responsibility of Atmos to relocate, maintain and replant as needed to be in conformance with the new easement, other adjacent utility easements, and zoning regulation buffer zone requirements;
e. the storage shed and any fencing or other appurtenances currently in the area of the requested easement be allowed to stay where they are, and if Atmos requires them to be moved at any time, that Atmos will be responsible for moving them and relocating them to a location approved by Montgomery County Public Schools;
f. in the event the County or Montgomery County Public Schools in the future has a need that requires the gas line and the easement to be relocated on the property, that such relocation will be performed by Atmos at no cost to the County or Montgomery County Public Schools.

AtmosEasement050614.pdf (408 KB)

Motion & Voting

Approve the easement as presented.

Motion by Penny Franklin, second by Jamie Bond.
Final Resolution: Motion Carries

PREPARED BY: Atmos Energy Corporation, 2833 W. Market Street, Johnson City, Tennessee 37604

GAS LINE EASEMENT

FROM: __MONTGOMERY COUNTY (CHRISTIANSBURG MIDDLE SCHOOL)___ , ("**GRANTOR**")

TO: ATMOS ENERGY CORPORATION ("**GRANTEE**")

The undersigned Grantor, in consideration of $ 1.00, the receipt of which is hereby acknowledged, does hereby convey to the Grantee, its successors and assigns, a perpetual right of way and easement being fifteen (15) feet in width across Grantor's property for the purpose of constructing, maintaining, operating, altering, abandoning, replacing, patrolling, reconstructing, repairing and removing such pipelines as Grantee or Grantee's assigns may require, together with valves, cathodic protection, fittings, and all devices appurtenant thereto, for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipelines, Said property is more particularly described as follows:

Map __566-A_, Parcel ___1___, Located in the town of __CHRISTIANSBURG__Magisterial District,_____RINER___ County, Virginia, State.

Description
Beginning at a point on the side of an existing 20 foot wide public utility easement, said point being S 28°40'52" W a distance of 16.11 feet from a common property corner between Eric R. Kuchan tax map 526-30-7 and Nelson W. Simpkins tax map 526-30-6, thence leaving said point of easement line and crossing Grantor the following five (5) courses and being the center line of a 15 foot natural gas utility easement S 80°51'39" W a distance of 167.94 feet to a point; thence S 47°36'29" W a distance of 22.34 feet to a point; thence S 79°12'17" W a distance of 310.07 feet to a point; thence with a line parallel to a 20 foot wide water easement N 07°41'23" W a distance of 540.63 feet to a point; thence with a line parallel to Wynwood Estates N 79°06'55" E a distance of 27.54 feet to a point on the line with W. Ward Teel Property tax map 526-A-76A, said point being S 07°41'23" E a distance of 7.51 feet from the southern property line of lot 16 of the Wynwood Estates and a corner of Teel.

Being a portion of Grantor's land described in Deed Book __1102__ Page ___800____.
Clerk's Office of __MONTGOMERY____County, Virginia, State.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress to and egress from the premises for the purposes hereunder granted. In exercising such rights of ingress and egress Grantee may, should it so choose, utilize Grantors' roads upon the premises. The rights herein granted may be assigned in whole or in part.

The said Grantors are to fully use and enjoy the said premises, subject to the rights of Grantee as granted herein except for the purposes granted to the said Grantee, and provided the said Grantors shall not construct, plant or place, nor authorize others to construct, plant or place any house, structures, trees or other improvements or obstructions on or over, or that will interfere with the construction, inspection, maintenance or operation of, any pipeline or appurtenances constructed hereunder, and will not change the grade over such pipeline(s). Grantee may, at Grantee's option and with no additional compensation to Grantor, upon notice to Grantors, remove any such structures, trees, improvements or other obstructions that shall hereafter constitute any such interference with the pipeline or pipelines, or appurtenances thereto.

Grantee hereby agrees to bury, at the time of construction, any pipeline (exclusive of appurtenances customarily located above ground) to a sufficient depth so as not to interfere with the normal cultivation of the soil. Grantee shall have no other obligations as to maintenance of pipeline cover. Grantee agrees to pay such damages which may arise to growing crops, timber, (computed on the market value of merchantable timber) or fences from the construction of said lines and appurtenances and to pay such damages which may arise to growing annual crops or fences from the maintenance, alteration, repair, removal, reconstruction, change of the size, or replacement thereof.

Grantee agrees to restore to original condition, or as close as practicable to original condition, any property of Grantor that is adversely affected or damaged by the construction, maintenance, repair or replacement of Grantee's facilities within the easement area.

This easement shall run with the land and inure to the benefit of, and be binding upon, the successors in interest of Grantor, in and to the parcel.

This contract contains all of the promises, terms and provisions of the agreements made by the parties hereto, and it is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance the _____ day of _____, 20_____.

"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."

GRANTOR:

_____ _____

_____

STATE OF _____
COUNTY OF _____
On this _____ day of _____, 20_____, before me personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Grantor executed same as Grantor's free act and deed.
Witness my hand and official seal at office in _____, _____, on this _____ day of _____, 20_____.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

The actual consideration and\or value paid for this transfer is $_____.

Michael H Ellis

AFFIANT
Sworn to before me this the 22 day of April, 20 14.

Wendy Harmon
NOTARY PUBLIC

MY COMMISSION EXPIRES: Sept. 29-2014

WENDY HARMON
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

JOHN LESTER
C/O JOHN R. LESTER
D.B. 86, PG. 91
TAX MAP 525-A-45

WYNWOOD ESTATES
INSTRUMENT 2014000059

COMMON AREA | LOT 13 | LOT 14 | LOT 15 | LOT 16

N79°06'55"E
189.75' ROD FOUND
N79°06'55"E 218.63'
ROD FOUND
E5
TIE-LINE FROM CENTER PROPOSED GAS LINE EASEMENT TO ROD FOUND N7°41'23"W, 7.51'
S07°41'23"E 522.53'
EXISTING 20' WATER EASEMENT AS SHOWN IN P.B. 24, PG. 55
E4

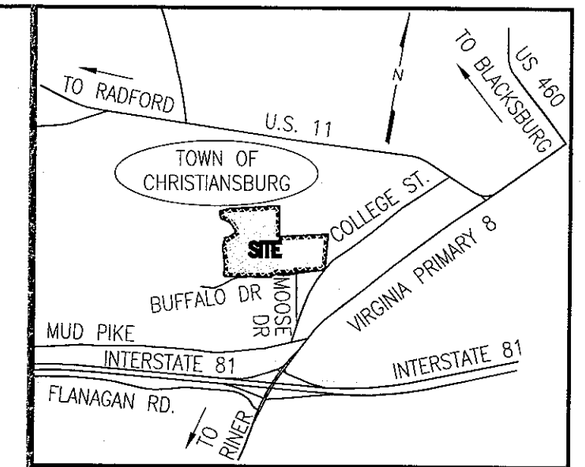
NOTES:

1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
2. THIS PLAT IS THE RESULT OF AN ACTUAL FIELD SURVEY PERFORMED BY ANDERSON & ASSOCIATES, INC., MARCH 27, 2014, AND FROM DEEDS & PLATS ON RECORD. THIS PLAT DOES NOT REPRESENT A CURRENT LAND BOUNDARY SURVEY. PROPERTY AS SHOWN IS FROM DEEDS AND PLATS OF RECORD AND MAY NOT AGREE WITH PROPERTY CORNERS AS FOUND IN THE FIELD.
3. ALL OF THE PARCELS SHOWN HEREON DO NOT LIE WITHIN A FEMA 100 YEAR FLOOD HAZARD ZONE AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBERS 51121C0235C DATED SEPTEMBER 25, 2009.
4. THIS PLAT IS INTENDED TO BE RECORDED WITH A DEED OF EASEMENT, THIS PLAT IS NOT THE LEGAL INSTRUMENT TO CREATE THE EASEMENT.

PROPOSED GAS LINE EASEMENT LINE TABLE

LINE	LENGTH	DIRECTION
E1	167.94	S 80°51'39" W
E2	22.34	S 47°36'29" W
E3	310.07	S 79°12'17" W
E4	540.63	N 7°41'23" W
E5	27.54	N 79°06'55" E

N
P.B. 24, PG. 54-56



VICINITY MAP
1" = 2,500'

COMMONWEALTH OF VIRGINIA
08 APRIL 14
NEIL AVERY MARTIN
Lic. No. 2454
LAND SURVEYOR

W. WARD TEEL &
FRANCES M. TEEL
D.B. 384, PG. 747
TAX MAP 526-A-76A

W. WARD TEEL &
FRANCES M. TEEL
D.B. 623, PG. 352
TAX MAP 526-A-78C

NELSON W. SIMPKINS &
DEBORAH B. SIMPKINS
D.B. 1020, PG. 736
TAX MAP 526-30-6

ERIC R. KUCHAN &
ELIZABETH M. KUCHAN
D.B. 1123, PG. 819
TAX MAP 526-30-7

RALPH VANHOZIER &
CONNIE L. VANHOZIER
D.B. 905, PG. 700
TAX MAP 526-30-8

EXISTING 20' WATER EASEMENT AS SHOWN IN P.B. 24, PG. 55

PROPOSED 15' GAS LINE EASEMENT DEFINED BY CENTERLINE EASEMENT WITH TIE-LINES TO PROPERTY CORNERS ON EACH END OF PROPOSED EASEMENT

ROD FOUND
N79°59'39"E 169.86'
N79°56'43"E 115.82'
N79°56'43"E 192.64'
TIE-LINE FROM CENTER PROPOSED GAS LINE EASEMENT TO PROPERTY CORNER N28°40'52"E, 16.11'
N79°56'43"E 176.06'
N80°01'17"E 162.81'
E3 E2 E1
SHED

MONTGOMERY COUNTY
(CHRISTIANSBURG MIDDLE SCHOOL)
D.B. 1102, PG. 800
P.B. 24, PG. 54-56
TAX MAP 556-A-1

EXISTING 20' PUBLIC UTILITY EASEMENT
P.B. 24, PG. 55

EXISTING 20' PUBLIC UTILITY EASEMENT
P.B. 24, PG. 55

S01°54'10"E 538.63'

PLAT OF GAS LINE EASEMENT
RINER MAGISTERIAL DISTRICT
TOWN OF CHRISTIANSBURG
MONTGOMERY COUNTY, VIRGINIA

ANDERSON & ASSOCIATES, INC.
Professional Design Services
www.andassoc.com
Virginia - North Carolina - West Virginia

100 Ardmore St.
Blacksburg, Va. 24060
540-552-5592

INDEX No. B-31164-001

Scale	Date	Drawing No.
1" = 80'	08 APR 14	31164-001

lewis / Apr 03, 2014 - 10:33am / 31164-001_ESMNT.dwg: Layout1