



City of Manassas Park Governing Body
Agenda
December 13, 2016 7:00 PM
Manassas Park City Hall

| Item # | Description | Page # |
|---------------|--|---------------|
| 1 | Approval of Agenda | |
| 2 | Resolution Appropriation of PRTC Motor Fuels Tax Fund: \$85,000 | |
| 3 | Conveyance of Lot 1A Deed – Correction Gift and Vacation (Belmont Reserve) | |
| 4 | Department Presentations: Councilmember Elects | |
| 12 | Certification | |
| 13 | Adjournment | |

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

AGENDA ITEM 2

REQUESTING DEPARTMENT: Public Works Department

MEETING DATE: December 13, 2016

SUBJECT/TOPIC Resolution PRTC Funds

Acting on recent citizen's complaint Calvin O'Dell has identified a few areas of roadway along Manassas Drive & Mathis Avenue that require immediate repairs.

There is a concern that the oncoming winter weather could create additional serious structure failure or issues, if repairs are not made soon. Possibly, we are looking for a short window of opportunity to have these repairs done next Monday, Tuesday or Wednesday, pending on the current conditions.

The asphalts plants are closing for the cold weather and we would need to act quickly to secure these repairs.

Calvin is going to be requesting authorization to have these areas repaired (paved) this week prior to the closure of the asphalt plant. He estimates the cost at approximately \$85,000. There is funding to cover this expense approved in FY 2017.

Would it be possible to obtain pre-approval from the GB, via e-mail, to proceed with this work prior to the next GB meeting?

| | | |
|---|-------------------|---|
| FINANCIAL IMPACT: Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> | Budgeted: | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| | Amount: | \$85,000 |
| | Budget Line Item: | CPF #302-94100-0143 |

Staff Recommendation: Approve contract as presented

| | |
|---|---|
| CITY MANAGER APPROVAL: Required: <input checked="" type="checkbox"/> Not Required: <input type="checkbox"/> | <hr/> <i>John Evans Acting City Manager</i> |
| CITY ATTORNEY APPROVAL: Required: <input type="checkbox"/> Not Required: <input type="checkbox"/> | <hr/> <i>Dean H. Crowhurst</i> |

Attachment: Resolution

RESOLUTION _____
CITY OF MANASSAS PARK, VIRGINIA
December 13, 2016

A RESOLUTION AUTHORIZING APPROPRIATION OF MANASSAS PARK
MOTOR FUELS TAX FUNDS, AS ADMINISTERED BY THE POTOMAC AND
RAPPAHANNOCK TRANSPORTATION COMMISSION (PRTC), IN THE TOTAL
AMOUNT OF \$85,000

WHEREAS, the City has unencumbered Motor Fuels Tax funds available; and

WHEREAS, sections of Manassas Drive have been identified for resurfacing; and

WHEREAS, staff have received estimates for these resurfacing operations from
an on-call contractor in the amount of \$82,961.20; and

WHEREAS, the Governing Body desires to distribute motor fuels tax funds to
cover the City's expenses for these Manassas Drive Roadway Improvements.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of
Manassas Park, Virginia, meeting in regular session this 13th day of December, 2016,
does hereby authorize the PRTC to distribute motor fuels tax funds in the amount of
\$85,000 for the completion of Manassas Drive Roadway Improvements.

Approved December 13, 2016

Francis C. Jones, Mayor

Lana A. Conner, City Clerk

CITY OF MANASSAS PARK - STAFF REPORT/RECOMMENDATION

AGENDA ITEM 3

REQUESTING DEPARTMENT: City Attorney

MEETING DATE: December 13, 2016

SUBJECT/TOPIC Conveyance of Lot 1A Deed-Correction, Gift and Vacation Belmont Reserve

Agreement that would convey Parcel 1A-2 to the City pursuant to the proffers for Belmont Reserve. Proffers required Ryland to convey Lot 1A (which was subsequently subdivided into Parcel 1A- and Parcel 1A-2) to the City. The City Attorney is recommending that the City only acquire Parcel 1A-2 per direction of Governing Body.

A previous plat of correction inadvertently vacated many easements that had been granted to the City. In order to correct this a new deed and plat of correction are needed.

| | | |
|---|-------------------|--------------------|
| FINANCIAL IMPACT: Yes: _____ No: <u>x</u> _____ | Budgeted: | YES _____ NO _____ |
| | Amount: | _____ |
| | Budget Line Item: | _____ |

Staff Recommendation: Approve Correction and Conveyance of deed as attached

| | |
|--|--|
| CITY MANAGER APPROVAL: Required: <u> </u> <u>x</u> <u> </u> Not Required: _____ | _____ <i>John Evans Acting City Manager</i> |
| CITY ATTORNEY APPROVAL: Required: <u> </u> <u>x</u> <u> </u> Not Required: _____ | _____ <i>Dean H. Crowhurst</i> |

Attachment: Deed

Prepared by and return to:
ODIN, FELDMAN & PITTLEMAN, P.C.
Jo Anne S. Bitner, Esquire
VSB #35773
1775 Wiehle Avenue, Suite 400
Reston, Virginia 20190

Tax Map No.: See Coversheet
Consideration: None
No Title Insurance
Grantee's Address: 1 Park Center Court, Manassas Park, Virginia 20111

**EXEMPT FROM RECORDATION AND GRANTOR'S TAXES PURSUANT TO
VA. CODE §§ 58.1 810(2), 58.1 811(A)(3), 58.1-811(C)(1), AND 58.1-811(D)**

DEED OF CORRECTION, GIFT AND VACATION

THIS DEED OF CORRECTION, GIFT AND VACATION (this "Deed") is made this _____ day of _____, 2016, by and between CALATLANTIC GROUP, INC., a Delaware corporation, successor by merger to The Ryland Group, Inc. (the "Owner") (Grantor); the CITY OF MANASSAS PARK, VIRGINIA, a body corporate and politic (the "City") (Grantee); and BELMONT RESERVE HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation (the "Association") (Grantee, for indexing purposes only) (See the Coversheet of this Deed for additional Grantors listed for indexing purposes only).

RECITALS:

WHEREAS, by that certain Deed of Consolidation and Resubdivision, Easements and Vacations dated October 17, 2012 and recorded among the land records of Prince William County Virginia (the "Land Records") as Instrument No. 201210190101212 (the "Original Deed"), and that certain plat incorporated therein dated July 6, 2012, entitled "PLAT SHOWING THE SUBDIVISION, VACATION AND DEDICATION OF VARIOUS EASEMENTS ACROSS THE PROPERTIES OF BELMONT RESERVE, LLC INSTRUMENT(S) NO. 201105200042456", prepared by Smith Engineering of Chantilly, Virginia, and recorded among the Land Records as Instrument No. 201210190101213 (the "Original Plat"), Belmont Reserve, LLC subdivided a certain tract of land into lots and parcels and granted certain easements, all as shown on the Original Plat, creating the subdivision known as Belmont Reserve (the "Subdivision");

WHEREAS, by that certain Deed of Correction and Amendment dated September 20, 2013 and recorded among the Land Records as Instrument Number 201309240096583 (the "Amended Deed"), and that certain plat dated June 14, 2013, entitled "PLAT OF CORRECTION SHOWING THE SUBDIVISION VACATION AND DEDICATION OF VARIOUS EASEMENTS ACROSS THE PROPERTIES OF THE RYLAND GROUP INC INSTRUMENT(S) NO 201210310105241", prepared by Smith Engineering of Chantilly, Virginia, and recorded among the Land Records as Instrument Number 201309240096584 (the "Amended Plat"), the Owner sought to correct numerous typographical errors contained in the

Original Plat but inadvertently vacated various easements shown on the Original Plat and invalidated certain vacations of easements provided for in the Original Deed and shown on the Original Plat;

WHEREAS, in order to confirm and ensure the existence and permanence of the easements and vacations provided for in the Original Deed and shown on the Original Plat and to comply with the applicable City ordinances governing the Subdivision, the Owner and the City desire and intend to (i) replace the Amended Plat with the plat attached hereto dated July 20, 2016, entitled “NEW PLAT OF CORRECTION SHOWING THE SUBDIVISION, VACATION AND DEDICATION OF VARIOUS EASEMENTS ACROSS THE PROPERTIES OF THE RYLAND GROUP, INC. INSTRUMENT(S) NO. 201210310105241”, and prepared by Smith Engineering of Chantilly, Virginia (the “Correction Plat”), (ii) replace the Amended Deed with this Deed, and (iii) amend the Original Deed to reflect the replacement of the Amended Plat with the Correction Plat;

WHEREAS, the Owner is the “Declarant” under that certain Declaration for Belmont Reserve recorded among the Land Records as Instrument No. 201307150072058, as amended from time to time (the “Declaration”);

WHEREAS, pursuant to and as required by Proffer 5.2 of the Proffer Statement dated and approved on December 14, 2010, and without any monetary consideration, the Owner desires to give, donate, grant and convey to the City certain property within the Subdivision known as Parcel 1A-2 (as defined below); and

WHEREAS, Parcel 1A-2 is not subject to the lien of any deed of trust.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the City do hereby agree as follows:

INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Deed by this reference as if set forth herein in their entirety.

VACATION AND REPLACEMENT OF AMENDED PLAT AND AMENDED DEED

The Owner, as the Declarant, and the City do hereby (i) vacate, release and extinguish all their right, title and interest in and to the Amended Plat and the Amended Deed, and (ii) replace the Amended Plat with the Correction Plat and replace the Amended Deed with this Deed. Neither the Amended Plat nor the Amended Deed have any force or effect.

AMENDMENT OF ORIGINAL DEED

The Owner, as the Declarant, and the City do hereby amend the Original Deed by deleting from recital R-1 the date and title of the “Plat” and replacing them with “July 20, 2016” and “NEW PLAT OF CORRECTION SHOWING THE SUBDIVISION, VACATION AND

DEDICATION OF VARIOUS EASEMENTS ACROSS THE PROPERTIES OF THE RYLAND GROUP, INC. INSTRUMENT(S) NO. 201210310105241”, respectively.

The Original Deed, as amended hereby, will continue in full force and effect under the terms, covenants, provisions, easements, and conditions thereof. All other terms, covenants, provisions, easements, and conditions of the Original Deed not herein expressly amended are hereby confirmed and ratified and remain in full force and effect.

CONVEYANCE BY GIFT; VACATION

Pursuant to and as required by Proffer 5.2 of the Proffer Statement dated and approved on December 14, 2010, and without any monetary consideration, the Owner hereby gives, donates, grants and conveys to the Grantee with SPECIAL WARRANTY OF TITLE, all that certain real property located in Prince William County, Virginia, containing approximately 0.65582 acres of land more particularly described as follows:

Parcel “1A-2”, BELMONT RESERVE, as the same appears duly dedicated, platted and recorded in the Original Deed and the Original Plat, as corrected by the Amended Deed and the Amended Plat, as further corrected by this Deed and the Correction Plat (“Parcel 1A-2”).

AND BEING a portion of the same property acquired by Owner by that certain Special Warranty Deed dated October 30, 2012 and recorded as Instrument No. 201210310105241 among the Land Records.

TOGETHER WITH: A blanket easement over and across Parcel “1A-1”, BELMONT RESERVE, as the same appears duly subdivided, platted and recorded in the Original Deed and the Original Plat, as corrected by the Amended Deed and the Amended Plat, as further corrected by this Deed and the Correction Plat (“Parcel 1A-1”), for the purpose of pedestrian ingress and egress by the public and vehicular ingress and egress by City emergency, maintenance and police personnel and vehicles over and across Parcel 1A-1 to and from Parcel 1A-2 from the public street known as Manassas Drive. In the event that Parcel 1A-2 is developed in the future, the City and the Owner, their successors and assigns, agree to reasonably cooperate with each other to establish adequate location(s) for permanent, non-emergency, physical and legal pedestrian and vehicular ingress and egress to and from Parcel 1A-2 for the public and for City emergency, maintenance and police personnel and vehicles, subject to compliance with applicable City ordinances and other applicable laws for such development.

TO HAVE AND TO HOLD Parcel 1A-2, together with the foregoing blanket easement, and all rights, privileges, and advantages thereunto belonging or appertaining to the City, its successors or assigns, forever.

The conveyance of Parcel 1A-2, together with the foregoing blanket easement, is subject to the conditions, restrictive covenants, agreements, rights-of-way and easements contained in the deeds forming the chain of title to Parcel 1A-2.

The City acknowledges and confirms, that the obligations of the Owner pursuant to Proffer 5.2 are hereby satisfied and that no further action by the Owner is required thereunder. Parcel 1A-1 will be conveyed to the Association as Common Area pursuant to Section 2.1 of the Declaration.

EASEMENT VACATION

The City does hereby vacate, extinguish and release unto the Owner all of its right, title and interest in and to that certain existing Recreation Easement over and across Parcel 1A-1, the City having acquired the Recreation Easement by the Original Deed and the Original Plat, as corrected by the Amended Deed and the Amended Plat, as further corrected by this Deed and the Correction Plat.

RELEASE FROM DECLARATION

The Owner, as the Declarant, affirmatively covenants that pursuant to Section 4.4(a) of the Declaration, (i) upon recordation of this Deed, Parcel 1A-2 will be released automatically from the Declaration and (ii) none of the terms and provisions of the Declaration, including Article 17 of the Declaration, will have any further force or effect as to Parcel 1A-2.

GENERAL PROVISIONS

The parties agree that the agreements and covenants stated and referenced above are not covenants personal to the Owner but are covenants running with the land, which are and shall be binding upon the Owner, its heirs, personal representatives, successors and assigns.

The Owner, as the Declarant, covenants that it has the right to convey the easements, rights and privileges set forth and referenced herein, that the City and the Association shall have quiet and peaceable possession, use and enjoyment of the easements, rights and privileges, and that the Owner, as the Declarant, will execute such further assurances of title as may be required to the extent it has the authority to do so as Declarant.

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Manassas Park, Virginia, as shown by the signatures affixed to this Deed and the Correction Plat, and is with the free consent and in accordance with the desire of the Owner, as the Declarant and developer of the Subdivision.

This document may be executed in counterparts, which, taken together, shall constitute one and the same instrument.

(SIGNATURES APPEAR ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the Owner has caused this Deed of Correction, Gift and Vacation, to be executed on its behalf by its duly authorized representative, as of the date first above written.

CALATLANTIC GROUP, INC.
a Delaware corporation, successor by merger to The
Ryland Group, Inc.

By: _____ [SEAL]
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of CALATLANTIC GROUP, INC., successor by merger to The Ryland Group, Inc., whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the corporation.

GIVEN under my hand and seal this _____ day of _____, 2016.

Notary Public [SEAL]

My commission expires: _____

Notary Registration No.: _____

The Foregoing Conveyance is Hereby Accepted
Pursuant To Virginia Code Section 15.2-1803

CITY OF MANASSAS PARK, VIRGINIA

By: _____(SEAL)
Francis C. Jones, Jr., Mayor

COMMONWEALTH OF VIRGINIA
CITY OF MANASSAS PARK, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Francis C. Jones, Jr., as Mayor of the City of Manassas Park, Virginia, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 2016.

_____[SEAL]
Notary Public

My commission expires: _____

Notary Registration No.: _____

Approved as to form:

Dean H. Crowhurst, City Attorney