

Chapter 3 - Easements

3.1 General

This manual addresses three types of easements:

- Private drainage easements;
- Public drainage easements; and
- Access Easements

Easements may be required as a part of a subdivision plat or site plan review. The purpose of this section is to provide policy, procedures, and guidelines for establishing easements for storm drainage and BMPs. Easements may grant certain rights and privileges to the County or other public entity such as VDOT for public easements, or to specific landowners and/or the County in the case of private easements.

Proposed easements will be shown conceptually on preliminary site plans. The easements will be in final form on the submitted stormwater management plan and will be consistent with the design on final plats and site plans.

Easements shall be dimensioned to allow them to be located in the field by providing dimensional ties to property corners, or centerline bearings and distances. Where easements are aligned with property lines, offset dimensions will be provided. Verification of easement locations will be required as a part of the as-built drawing requirements. If drainage or BMPs are found to have been constructed outside of the easement; then, the permittee will be responsible for vacating the original easement and recording a new easement, in the proper location, at the permittee's expense.

Easements should not split property lines. Where an open channel or storm drain system runs parallel to a property line, it should be offset from the property line an adequate amount so that the easement is totally contained on the property that contains the open channel or storm drain and not be split onto the adjacent property. This provision allows construction of fences at the property line.

All easements, shall connect to public access points. Easements shall be wide enough, and shall be located to allow convenient access for inspection and repairs, regardless of the minimum widths given herein.

3.2 Drainage Easements

Public drainage easements giving the County or a public entity such as VDOT the right to discharge stormwater runoff onto private property is required for all public storm drainage systems and BMPs that are located on private property. This includes open channels, culverts,

inlets, storm drains, stormwater management basins, and other best management practices that are owned, operated, and maintained by the County or other public entity such as VDOT. Public storm drainage systems are used to convey stormwater drainage from public property, public right-of-way, or another public storm drainage system through private property. Once the stormwater is discharged into a perennial or intermittent stream, or is otherwise managed, a public drainage easement is not required. Public BMPs are used to provide appropriate stormwater management for stormwater runoff generated by land development on public property. Examples of situations where a public drainage easement is required include:

- Concentrated stormwater runoff from a County or County School Board owned site discharging to private property, including any open channels leaving the property or any storm drains leaving the property.
- Concentrated stormwater runoff from public streets and open channels or storm drains from the public street right-of-way which passes onto any private property.

Private drainage easements giving a private party the right to discharge concentrated stormwater runoff onto downstream private property is required whenever connection is made to a downstream private storm drainage system.

No buildings, foundations, structures, fences or walls, not associated with the storm drainage system or BMP shall be located within a drainage easement. In addition, easements that contain open channels shall not be obstructed by fences or unmanaged vegetation.

The closest edge of a storm drainage easement shall not be located within 10 feet of the rear wall of any individual single-family residential structure, except where the easement is required to access a BMP that is solely serving the single-family residence.

Underground utility lines and structures shall be kept at least 5-feet horizontal from drainage pipes, structures, and channels, except at utility crossings. Utility crossings at drainage easements shall be at as near 90-degrees as possible.

Where a storm drainage system terminates or starts short of a property line, adequate drainage easements shall be dedicated to allow for maintenance and future extension of the system through the property.

3.2.1 Culverts and Storm Drains

The minimum width of drainage easements for culverts and storm drains shall be as follows:

<u>Pipe Size (width)</u>	<u>Minimum Easement Width *</u>
Smaller than 36"	20 feet
36" – 42"	25 feet

48" – 60"	30 feet
66" – 78"	35 feet

***Minimum width given above is for installations with depths of cover of 10-feet or less (measured at the top of pipe). For each additional 5-feet of cover over 10-feet (rounded up), the minimum easement width shall be increased by 10-feet.**

For pipes that are larger than given in the table above, and for installations that result in minimum easement widths greater than 50-feet due to installation depths, the minimum easement width shall be set by the County based on the width requirements to access the pipe in the future for repair.

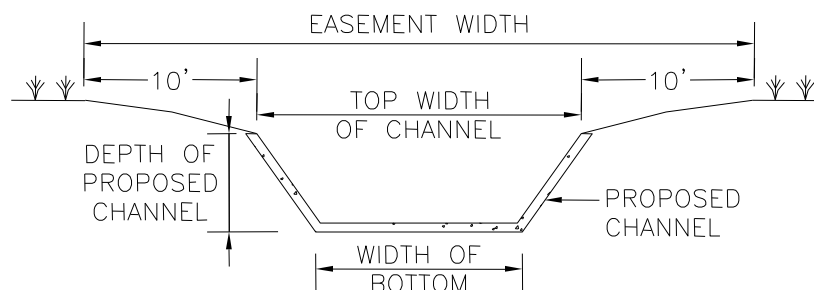
Drainage easements at the inlet and outlet of all culverts and storm drain inlets shall include the areas inundated by the headwater during the 100-year storm. The easement shall extend a minimum of 10 feet from culvert inlets and outlets and storm drain inlets to allow for maintenance access. Where steep slopes and/or deep fills exist, additional easement area may be required to allow for proper access.

Storm drain easements shall cross private driveways at perpendicular angles to the extent practical.

3.2.2 Open Channels

The minimum width of the drainage easement required is dependent on the top width of the channel as indicated in Figure 3-1. The County may require wider easement width, if the open channel is located in rough terrain and additional width is required for access for inspection or repair.

**Figure 3-1
Minimum Easement Width for Open Channels**



3.3 Access Easements

Access easements giving the County the right to access private property for the purpose of inspecting, and if necessary to maintain or repair private BMPs is required for all private BMPs. This includes stormwater management basins, filter strips, bioretention trenches, underground detention areas, and all other BMPs.

All structures, pond areas, embankments, inlet and outlet channels, and access and working areas necessary to inspect, maintain, and repair the facilities shall be included in access easements. The 100-year flooding area of all stormwater basins or other holding structures shall be contained within the access easement area.

In addition, all BMPs shall contain a minimum 20-foot working area around all stormwater management basins and a minimum 10-foot working area around all other BMPs and an access easement connecting to a public road. Depending on the size and location of the stormwater management facility, more than one vehicle accessible access easement connecting to a public road may be required.

All stormwater structures and BMPs shall be accessible by vehicle. Areas within an access easement that are intended to be vehicle accessible shall have a maximum slope of 10 percent for unpaved surfaces and 18 percent for paved surfaces. The vehicle access shall be a minimum of 12 feet in width. The minimum width for an access easement shall be 20 feet.

All access easements shall connect to a public road or right of way; unless a suitable blanket access easement is provided.

3.4 Maintenance of Easements

Ownership of land within easements shall remain with the property owner. The property owner shall have the responsibility of maintaining the easement areas free of any obstructions or use that would interfere with the rights or privileges granted by the property owner.

The property owner shall not alter the existing ground elevations or in any way redirect or obstruct stormwater flow. Any alterations to easements resulting in obstruction or redirection of flow will be returned to existing elevations immediately at the cost of the property owner.

APPENDIX 3A**STANDARD EASEMENT AGREEMENTS**

County of Roanoke – Permanent Drainage Easement Agreement

Exemption Claimed: Grantee is exempted from recordation taxes and fees pursuant to § 58.1-811A(3), Code of Virginia.

Prepared By:

Tax Map No.:
Property Owners:

THIS DEED OF EASEMENT, made this _____ day of _____, 20____, by and between _____ AND _____ (whether one or more, "Grantor") and the BOARD OF SUPERVISORS OF ROANOKE COUNTY, VIRGINIA ("Grantee").

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), paid in hand at and with the execution and delivery of this Deed of Easement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY with General Warranty and Modern English Covenants of Title unto the Grantee, its successors and assigns, the following described easement, to-wit:

A perpetual RIGHT and EASEMENT, approximately _____feet in width, to construct, operate, maintain, inspect and repair or replace a drainage system and related improvements including slope(s), if applicable, together with the right of ingress and egress thereto from a public road, upon, over, under, and across a tract or parcel of land belonging to the Grantor, acquired by deed dated _____ and recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Deed Book _____, page _____, and designated on the Roanoke County Land Records as Tax Map No. _____ (the "Property"). The location of said easement is more particularly described on the plat attached hereto as "Exhibit A" and by this reference made a part hereof (the "Plat"), and shown traversing as shown on Exhibit A.

The Grantee agrees to restore and repair any actual damage to Grantor's Property which may be directly caused by the construction, reconstruction, or maintenance of said project except as hereinafter provided. The Grantor agrees that the Grantee will not be expected to restore the Property to the identical original condition, but rather as near thereto as is practicable, and that the Grantor will cooperate with the Grantee in effectuating such restoration.

It is expressly agreed between the parties hereto that the Grantee and its agents shall have the right to inspect the easement herein granted and to cut, clear, and remove all undergrowth, obstructions, or improvements lying within, or upon said easement, that in any way endanger or interfere with the proper use of the same. The Grantor covenants that no building or structure shall be erected upon or within the easement herein granted or placed in such location as to render the said easement inaccessible. In the event that this covenant is violated, the Grantee

shall not be obligated to repair, replace, or otherwise be responsible for such improvements if damaged or removed.

The Grantor acknowledges that the plans for the aforesaid project as they affect the Property have been fully explained to the Grantor or Grantor's authorized representative. The fixtures, facilities, lines, utilities, and any other improvements placed upon, under, or across the Property by the Grantee shall remain the property of the Grantee. The easement herein granted is in addition to, and not in lieu of, any easement or right-of-way now in existence or which may be acquired in the future.

The Grantor covenants and agrees for themselves, and for their heirs, successors, successors in title, executors, legal representatives, and assigns that the consideration aforementioned and the covenants herein shall be in lieu of any and all claims to compensation and damages by reason of the location, construction, operation, maintenance, or reconstruction of or within the easement herein granted.

The grant and provision of this Deed of Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns forever to have and hold unto the Grantee, its successors and assigns forever.

_____, County Administrator, or his designee, of Roanoke County, Virginia, hereby joins in the execution of this instrument to signify the acceptance by said Board of Supervisors of the real estate conveyed herein pursuant to Ordinance No. _____ adopted by the Board of Supervisors of Roanoke County, Virginia, on the _____ day of _____, _____.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their behalf.

GRANTOR:

(Name) (SEAL) _____ (SEAL)
(Name)

GRANTOR ACKNOWLEDGMENT

State of: _____

County/City of: _____, **to wit:**

The foregoing instrument was acknowledged before me this____, day of _____, _____,

by: _____ and _____

(Notary Public Signature) / _____
(Notary Public Printed Name)

My Commission expires: _____ Registration # _____

BOARD OF SUPERVISORS OF ROANOKE COUNTY, VIRGINIA:

(SEAL)
(County Administrator of Roanoke County, Virginia)

COUNTY ACKNOWLEDGMENT

State of: _____

County/City of: _____, **to wit:**

The foregoing instrument was acknowledged before me this____, day of _____, _____,

by _____, County Administrator, on behalf of the Board of Supervisors of Roanoke County, Virginia.

(Notary Public Signature) / _____
(Notary Public Printed Name)

My Commission expires: _____ Registration # _____
(SEAL)