

**ACCEPTANCE OF THE DEED OF GIFT, EASEMENT AND  
QUITCLAIM OF LAND AND EASEMENTS ADJACENT TO  
THE PINE RIDGE PUMP STATION ALONG PRINCE  
GEORGE DRIVE**

In 1977 the County received a parcel of land to construct a sewer pump station to serve the residents of Bennie's Mobile Home Park (now known as Pine Ridge Mobile Home Park). The County subsequently constructed a sewer pump station to serve the residents of Pine Ridge Mobile Home Park requiring a larger piece of property. In order for the County to continue to maintain the sewer line and the pump station, the owner has agreed to quit claim the sewer easement, give the County 0.052 acres of additional land, and grant the County an easement for ingress and egress to access the pump station and sewer line. Upon conveyance of the easement and acceptance of the sewer line and additional 0.052 acres, the County will be financially responsible for maintaining the sewer line, easement and the pump station. In accordance with § 15.2-1803, Code of Virginia, 1950, as amended, the Board must authorize the County Administrator to accept the dedication of the sewer easement, the 0.052 acres of land and the access easement from the current owner.

This Deed Prepared by:  
Steven L. Micas, County Attorney  
P. O. Box 68  
Prince George, VA 23875

Consideration: \$10.00  
Exempt from Taxation and Recordation Fees  
Imposed by Sections 58.1-801 and  
58.1-802 by Sections 58.1-811 A-3, 58.1-811 C/4 and  
25.1-418

Tax Map Parcel: 240(12)00-003-0

THIS DEED OF GIFT, PARTIAL RELEASE, DEED OF EASEMENT AND DEED OF QUIT CLAIM, made this 4<sup>th</sup> day of August, 2017, between SHERYLE A. **BENESEK**, (NKA SHERYLE A. OKUM) party of the first part and Grantor herein; **THE BANK OF SOUTHSIDE VIRGINIA**, a Virginia banking corporation, Noteholder, party of the second part; THOMAS H. **ROSE**, JR. and JOHN H. **CLEMENTS**, either of whom may act, Trustees, party of the third part, and **COUNTY OF PRINCE GEORGE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, party of the fourth part and Grantee herein.

WITNESSETH:

WHEREAS, by credit line deed of trust dated October 6, 2003, and recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, as Instrument Number 0300-6302A, Sheryle A. Benesek, unmarried, (nka Sheryle A. Okum) conveyed to the party of the third part a certain parcel of land situate in the County of Prince George, Virginia; In trust, to secure a note in the amount of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) of even date of such deed of trust, which note is payable to The Bank of Southside Virginia and signed by Sheryle A. Benesek; and

WHEREAS, the noteholder, THE BANK OF SOUTHSIDE VIRGINIA in the referred credit line deed of trust has agreed to release certain pieces of the aforementioned land from such obligation; and

WHEREAS, said parcel is to be conveyed to the County of Prince George for the purpose of maintaining, and operating a pump station or other utility purposes; and

NOW THEREFORE WITNESSETH:

That for and in consideration of the premises and covenants between the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to Section 58.1-811(D) of the Code of Virginia of 1950, as amended, the Grantor does hereby grant and convey unto the Grantee, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, the following described property, to-wit:

All that certain tract or parcel of land, situate, lying and being in Blackwater District, Prince George County, Virginia, and designated as "0.052 Acres" and being more particularly shown on a plat dated April 25, 2017, revised April 27, 2017, by Timmons Group entitled "PLAT SHOWING A BOUNDARY LINE ADJUSTMENT BETWEEN 0.014 ACRES & 3.38 ± ACRES OF LAND FORMING 0.052 ACRES & 3.34 ± ACES OF LAND LOCATED ON THE EAST SIDE OF STATE ROUTE 156, PRINCE GEORGE DRIVE, BLACKWATER DISTRICT, PRINCE GEORGE COUNTY, VIRGINIA"; said plat being attached hereto and made a part of this instrument. Reference is hereby made to said plat for a more particular description of the property hereby conveyed.

Being a portion of the same property conveyed to the Grantor by Deed of Gift dated February 19, 1988, from Irving J. Benesek, Sr. and Helen C. Benesek, duly recorded in the Circuit Court Clerk's Office of the Circuit Court of the County of Prince George, Virginia in Deed Book 304 at Page 435.

This conveyance is made subject to the restrictions, conditions, rights of way and easements, if any, contained in the instruments forming the chain of title to this property.

AND FURTHER WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the Grantor does hereby grant and convey unto the Grantee, a perpetual easement to construct, maintain, and operate the "pump station" or other utility facilities on the following parcel of land, as follows:

All that certain tract or parcel of land, situate, lying and being in Blackwater District, Prince George County, Virginia, and designated as "15' ACCESS EASEMENT" and being more particularly shown on a plat dated April 25, 2017, revised April 27, 2017, by Timmons Group entitled "PLAT SHOWING A BOUNDARY LINE ADJUSTMENT BETWEEN 0.014 ACRES & 3.38 ± ACRES OF LAND FORMING 0.052 ACRES & 3.34 ± ACES OF LAND

**LOCATED ON THE EAST SIDE OF STATE ROUTE 156, PRINCE GEORGE DRIVE, BLACKWATER DISTRICT, PRINCE GEORGE COUNTY, VIRGINIA”;** said plat being attached hereto and made a part of this instrument. Reference is hereby made to said plat for a more particular description of the property hereby conveyed.

This easement is granted subject to the following conditions:

1. At no time shall Grantor charge Grantee for the use of the property occupied by Grantee or for the privilege of exercising the rights granted under this easement.
2. Grantee, its agents and employees for the purpose of inspecting, maintaining, or operating, its facilities shall have the right of ingress to and egress from the easement over the property of Grantor adjacent to the easement and lying between public or private roads and the easement in such manner as shall occasion the least practicable damage and inconvenience to Grantor. Grantee shall repair damage to roads, or other improvements while exercising this right of ingress and egress or shall pay Grantor for any damage done in the exercise of its right of ingress and egress, provided Grantor gives written notice thereof to Grantee within sixty days after such damage occurs.
3. Grantee, its agents and employees shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use and for any of the purposes of the easement herein granted.
4. Grantee, its agents and employees shall have the right to alter or remove any structures or obstructions, natural or artificial, in the easement which it deems in any way to interfere with the proper and efficient construction, operation, or maintenance of public roads, County utilities, drainage, and other appurtenant facilities in the adjacent easement or right of way; provided, however, that except for trees, limbs, and undergrowth, Grantee shall repair, restore, or replace all facilities located in the easement which may be disturbed, damaged or removed to as nearly as possible their original conditions. Grantee shall remove all trash and other debris from the easement and shall restore the surface thereof to as nearly as possible its original condition.
5. Grantor, her agents and employees reserves the right to make use of the easement herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement by Grantee for the purpose of this easement. However, Grantor shall not erect any building or other structure, on the easement prior to or during construction of the public roads, County utilities and drainage, and other appurtenant facilities in the adjacent permanent easement or right of way without obtaining the prior written approval of Grantee.

**AND FURTHER WITNESSETH:**

That for and in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby remise, release, vacate and quitclaim unto the Grantee, its successors and assigns, a portion of that certain easement of

right of way located in Prince George County, Virginia and recorded in the land records of Prince George County, Virginia, and more particularly described as follows:

All that certain tract or parcel of land, situate, lying and being in Blackwater District, Prince George County, Virginia, and designated as "20' UNDESIGNATED UTILITY EASEMENT" and being more particularly shown on a plat dated April 25, 2017, revised April 27, 2017, by Timmons Group entitled "PLAT SHOWING A BOUNDARY LINE ADJUSTMENT BETWEEN **0.014 ACRES & 3.38 ± ACRES OF LAND FORMING 0.052 ACRES & 3.34 ± ACES OF LAND LOCATED ON THE EAST SIDE OF STATE ROUTE 156, PRINCE GEORGE DRIVE, BLACKWATER DISTRICT, PRINCE GEORGE COUNTY, VIRGINIA**"; said plat being attached hereto and made a part of this instrument. Reference is hereby made to said plat for a more particular description of the property hereby conveyed.

The Grantor covenants that she has the right to convey the aforesaid property unto the Grantee; that the Grantee shall have quiet possession thereof; that the Grantor has done no act to encumber such property that would affect its use for a public purpose and that it will execute such further assurances in the future as may be requisite to allow public use for utility purposes or related uses within the property hereby conveyed.

Parties of the second and third parts join in the Deed for the purpose of releasing all the interest in the real estate conveyed to Grantee by this instrument from Sheryle A. Benesek, (aka Sheryle A. Okum) party of the first part and Grantor herein.

The Grantor, by the execution of this instrument, acknowledges that the plans for the aforesaid project as they affect her property have been fully explained to her.

In accordance with § 15.2-1803, Code of Virginia, 1950, as amended, the conveyance of this property is accepted by the County of Prince George, Virginia, a political subdivision of the Commonwealth of Virginia, as evidenced by the signature of the County Administrator, attached hereto pursuant to authority vested in him by Resolution of the Board of Supervisors adopted on \_\_\_\_\_; and is approved as to form as evidenced by the signature of the County Attorney for the County of Prince George.

WITNESS the following signatures and seals:

Sheryle A. BeneseK (SEAL)  
SHERYLE A. BENESEK,  
(NKA SHERYLE A. OKUM), Grantor

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

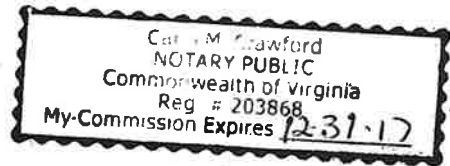
The foregoing instrument was acknowledged before me in my County and State aforesaid by Sheryle A. BeneseK, (NKA Sheryle A. Okum), this 4<sup>th</sup> day of August, 2017.

My commission expires: 12-31-17

Carol M Crawford  
Notary Public

Registration Number: 203868  
My commission expires: 12-31-17

Notary Seal



THE BANK OF SOUTHSIDE VIRGINIA,  
a Virginia banking corporation, Noteholder

By Janney R. Hamilton, SVP

STATE OF Virginia

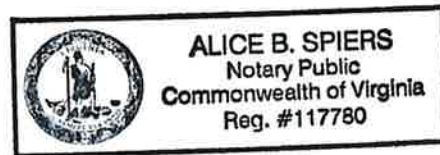
CITY/COUNTY OF Dinwiddie, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid  
by Janney R. Hamilton, Senior Vice President of The Bank of  
Southside Virginia, Noteholder, this 21<sup>st</sup> day of August, 2017.

My commission expires:

Alice B. Spiers  
Notary Public  
Registration Number: 117780  
My commission expires: 12/31/17

Notary Seal



THOMAS H. ROSE, Trustee

By Thomas H Rose Trustee

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Sussex, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by Thomas H Rose, Trustee of The Bank of Southside Virginia, this 18<sup>th</sup> day of August, 2017.

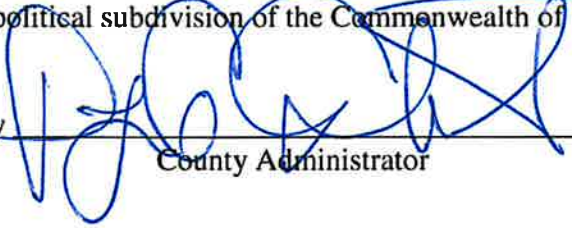
My commission expires: November 30, 2020  
Rhonda L Hannuksela  
Notary Public  
Registration Number: 241563  
My commission expires: November 30, 2020

Notary Seal






COUNTY OF PRINCE GEORGE, VIRGINIA  
a political subdivision of the Commonwealth of Virginia

By   
County Administrator

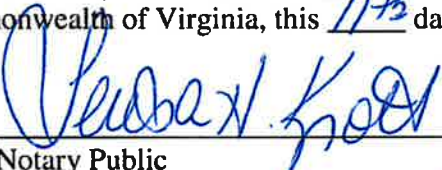
APPROVED AS TO FORM:

  
Steven L. Micas  
County Attorney for  
Prince George County, Virginia

COMMONWEALTH OF VIRGINIA

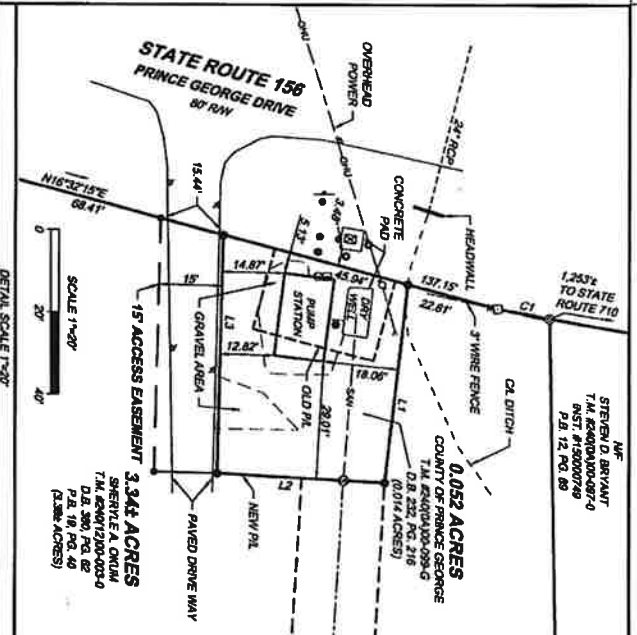
COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid, with proper identification, by Percy C. Ashcraft, County Administrator of Prince George County, Virginia and Steven L. Micas, County Attorney for Prince George County, Virginia, a political subdivision of the Commonwealth of Virginia, this 11<sup>th</sup> day of September 2017.

  
Notary Public

Registration Number: \_\_\_\_\_  
My commission expires: 5/31/19  
7509955

Notary Seal  
  
Teresa H. Knott  
Commonwealth of Virginia  
Notary Public  
Commission No. 7509955  
My Commission Expires 5/31/2019



**OWNER'S CONSENT AND DEDICATION**

I, the undersigned Owner(s) of the property shown on this plat, do hereby consent to the proposed subdivision and dedicate to the public use of the Commonwealth of Virginia the following easements and dedications:

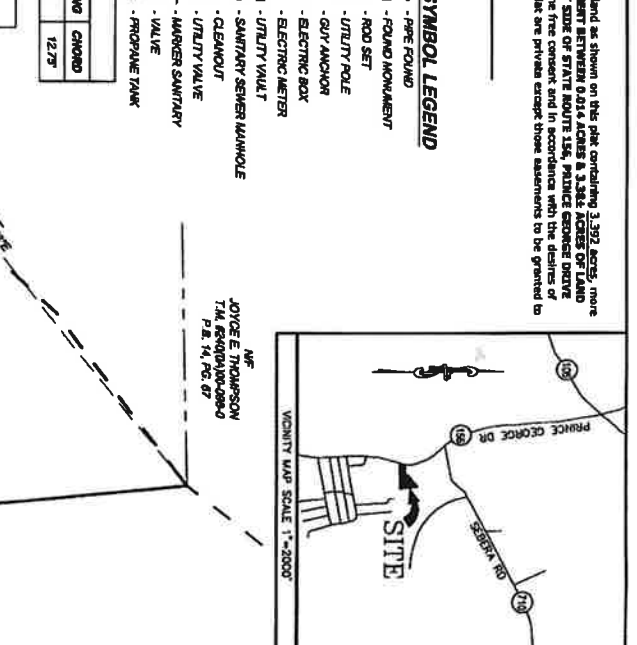
OWNER: \_\_\_\_\_ OWNER: \_\_\_\_\_

**SYMBOL LEGEND**

- PAVED ROAD
- UNPAVED ROAD
- ROAD SET
- UTILITY POLE
- SANITARY MANHOLE
- ELECTRIC BOX
- ELECTRIC METER
- UTILITY VALVE
- SANITARY SINKER HOLE
- CLEANOUT
- UTILITY VALVE
- MARKER SANITARY
- VALVE
- PROPANE TANK

**ABBREVIATION LEGEND**

LINE TABLE	LINE	BEARING	LENGTH
L1	S82°07'45"E	44.89'	
L2	S4°14'09"W	40.28'	
L3	S87°14'35"E	50.29'	



THIS DRAWING PREPARED BY THE  
TIMMONS GROUP  
4701 Owens Blvd, Suite 900 | Prince George, VA 22975  
TEL: 804.541.2220 FAX: 804.438.1311 www.timmons.com

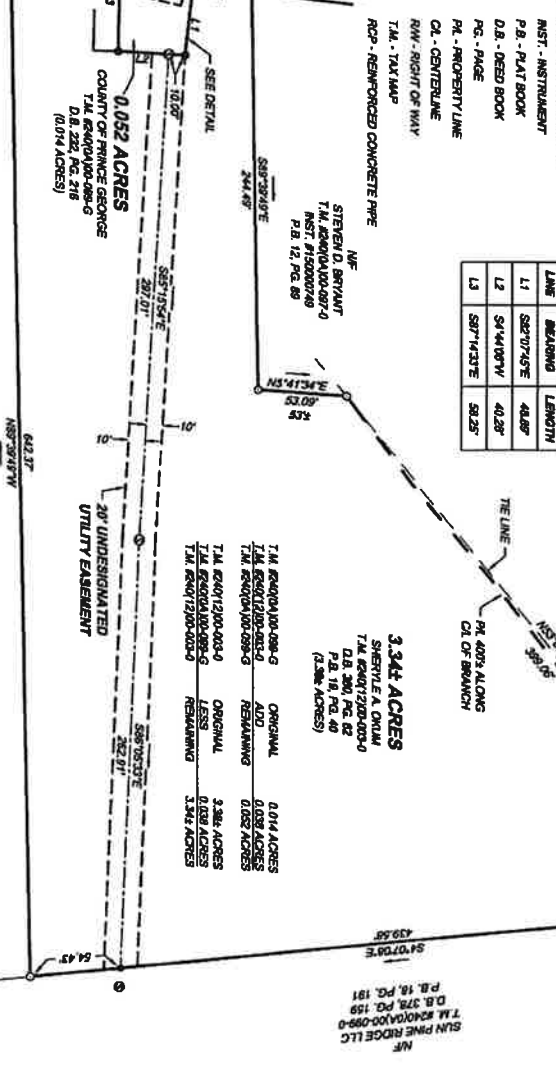
Site Development Residential Infrastructure Technology

**SOURCE OF TITLE**

T.M. 824040100-008-G, 3.344 ACRES  
THE PROPERTY EMBRACED WITHIN THE LIMITS OF THIS BOUNDARY LINE ADJUSTMENT WAS CONVEYED TO SHERYL A. ORDMAN BY DEED DATED JUNE 21, 1971, RECORDED SET/REGISTRY 28, 1971 IN DEED RECORDS, LIBRARY OF THE CLERK OF THE CIRCUIT COURT OF PRINCE GEORGE COUNTY, VIRGINIA.

T.M. 824040100-009-G, 0.014 ACRES  
THE PROPERTY EMBRACED WITHIN THE LIMITS OF THIS BOUNDARY LINE ADJUSTMENT WAS CONVEYED TO COUNTY OF PRINCE GEORGE BY DEED DATED JUNE 21, 1971, RECORDED SET/REGISTRY 28, 1971 IN DEED RECORDS, LIBRARY OF THE CLERK OF THE CIRCUIT COURT OF PRINCE GEORGE COUNTY, VIRGINIA.

W.M. NAULTY L.S. NO. 2087  
DATE: APRIL 21, 2017



**SURVEYOR'S CERTIFICATE**

I hereby certify that to the best of my knowledge and belief, all of the requirements of the Board of Supervisors and Ordinances of the County of Prince George, Virginia, regarding the platting of subdivisions within the County have been complied with, given under my hand this 22nd day of April, 2017.

W.M. NAULTY L.S. NO. 2087

All improvements not shown.

ZONING: R-4

APPROVED FOR RECORRATION IN  
THIS PLAT SHALL BE RECORDED WITHIN SIX  
(6) MONTHS OF THE DATE OF APPROVAL

SUBDIVISION AGENT: \_\_\_\_\_ DATE: \_\_\_\_\_

**0.052 ACRES & 3.344 ACRES OF LAND LOCATED ON THE EAST SIDE OF STATE ROUTE 156, PRINCE GEORGE DRIVE**

PRINCE GEORGE COUNTY, VIRGINIA

PLAT SHOWING A BOUNDARY LINE ADJUSTMENT BETWEEN  
0.014 ACRES & 3.384 ACRES OF LAND  
FORMING

CHARLES W. & BARBARA D. BENSER  
T.M. 82401200-002-G  
D.B. 304, PG. 374  
P.B. 18, PG. 49

STEVEN D. BRYANT  
T.M. 82401000-007-G  
INST. #152000749  
P.B. 12, PG. 88

JOYCE E. THOMPSON  
T.M. 82401000-008-G  
D.B. 300, PG. 62  
P.B. 18, PG. 49  
(2.384 ACRES)

SUN PRIME RIDGE LLC  
T.M. 82401000-009-G  
D.B. 378, PG. 159  
P.B. 18, PG. 151

ORIGINAL 0.014 ACRES  
ADD 0.038 ACRES  
REMAINING 0.052 ACRES

ORIGINAL 3.384 ACRES  
LESS 0.040 ACRES  
REMAINING 3.344 ACRES

SCALE 1"=50'

DATE: APRIL 25, 2017  
DRAWN BY: J. LIVINGSTON  
CHECK BY: W.M. NAULTY  
REVISED: APRIL 27, 2017