

Issue Analysis Form (rev. July 2013)



Date: June 12, 2018
Item: Fence, Union Branch Road
Lead Department(s): Jeffrey Stoke, Deputy County Administrator
Contact Person(s): Jeffrey Stoke, Deputy County Administrator

Description and Current Status

On August 8, 2017, Mr. Herbert Patrick spoke during public comment at the Prince George County Board of Supervisors meeting to request removal and replacement of the wooden fence along Union Branch Road (both north and south side) that accesses the Prince George County Convenience Center operated by CFS. Staff is recommending that the Board of Supervisors accept the easements by the property owners and authorize full execution of the documents.

Government Path

Does this require IDA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require BZA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require Planning Commission action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require Board of Supervisors action?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does this require a public hearing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If so, before what date?

To move forward, County Board of Supervisors would accept the easements executed by the property owners.

Fiscal Impact Statement

The low bid was \$8,850 for the fence removal and installation from The Fence Company, Petersburg, VA. FY18 funds \$8,850 from the General Services, Repairs and Maintenance 0100-04-103-0504-43310.

County Impact

The County would be taking ownership of the fence, easements to the County would be recorded at the Courthouse, and future repairs would be the responsibility of the County.

Notes

Reference: April 26, 1988 BOS minutes.

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Does this require BZA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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To move forward, County Board of Supervisors would accept the easements executed by the property owners.

Fiscal Impact Statement

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County Impact

The County would be taking ownership of the fence, easements to the County would be recorded at the Courthouse, and future repairs would be the responsibility of the County.

Notes

Reference: April 26, 1988 BOS minutes.

RESUME

**ACCEPTANCE OF EASEMENTS FOR A FENCE ALONG UNION BRANCH ROAD
AND APPROPRIATION OF SUBSEQUENT FUNDS**

Background

On August 8, 2017, Mr. Herbert Patrick spoke during public comment at the Prince George County Board of Supervisors meeting to request the removal and replacement of the wooden fence along Union Branch Road (both north and south side) that accesses the Prince George County Convenience Center operated by CFS.

Evaluation

I could find no evidence that the County originally installed the fence. Anecdotally, I believe the fence was installed by the County years ago at the request of the Patrick family before the County paved the road. Reference: April 26, 1988 BOS minutes. County contract with CFS Page 2, section 1 (c), “the CFS group will also maintain, clear and plow the access road.” No mention is made of the fence.

I met with Mr. Herbert Patrick on September 13th to review the request on the north side of the road owned by several members of the Patrick family. I met with Mr. Edward Patrick on September 18th to review the request on the south side of the road owned by Union Branch Baptist Church. Mr. Edward Patrick is head trustee with the church.

Bids

Three bids for removal and replacement of a like-type fence were received:

\$8,850	The Fence Company, Petersburg, VA (low bid)
\$10,160	Hurricane Fence Company, Richmond, VA
\$12,275	Russell Fence Company, Petersburg, VA

Recommendation

Staff is recommending that the Board of Supervisors formally accept the easements from the property owners, and authorize full execution and recordation of the deeds. Staff is recommending that the work be performed immediately with FY18 funds in the amount of \$8,850 from the General Services, Repairs and Maintenance budget line item number 0100-04-103-0504-43310. No formal appropriation of funds is required by the Board of Supervisors. The Board only needs to vote to accept the easements as is required by state law.

Precedent

The County would be taking ownership of the fence, easements to the County would be recorded at the Courthouse, and future repairs would be the responsibility of the County.

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 12th day of June, 2018:

Present:

Alan R. Carmichael, Jr., Chairman
Donald R. Hunter, Vice-Chairman
Floyd M. Brown, Jr.
Marlene J. Waymack
T. J. Webb

Vote:

A-5

On motion of M. , seconded by M. , which carried unanimously, the following Resolution was adopted:

RESOLUTION
AUTHORITY TO ACCEPT UTILITY EASEMENT RELATED TO
FENCE ON UNION BRANCH ROAD

WHEREAS the County seeks to remove and replace the wooden fence along Union Branch Road on both north and south side that accesses the Prince George County Convenience Center; and

WHEREAS the County seeks to record the necessary easements along this portion of Union Branch Road so as to remove and replace the wooden fence; and

WHEREAS Virginia Code § 15.2-1803 requires that the Prince George County Board of Supervisors approve a Resolution accepting an interest in land.

NOW THEREFORE BE IT RESOLVED by the Prince George County Board of Supervisors at its regularly scheduled meeting on June 12, 2018, that, in accordance with Virginia Code § 15.2-1803, the Prince George County Board of Supervisors accepts the easements from Nancy P. Patrick, Robin F. Patrick and Benita L. Cabbler, and the Trustees of the Union Branch Baptist Church: Edward Patrick, Frederick Perry, James Ethington, James R. Thweatt, Walter Watson, Jr., Michelle Ford, Ernest Hill, Denya Hankerson, Ross Gordon, Larry Thweatt and Jeffrey Williams; and

BE IT FINALLY RESOLVED that the County Administrator is authorized to execute any and all documents necessary for, or related to, the conveyance, subject to review and approval of the County Attorney.

A Copy Teste:

Percy C. Ashcraft
County Administrator

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: 430(16)00-003-A

THIS DEED OF EASEMENT made this ____ day of _____, 2018, by and between ROBIN F. PATRICK and BENITA L. CABBLER, (aka BENITA L. COBBLER) Grantors herein; and the COUNTY OF PRINCE GEORGE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, Grantee herein.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the Grantors do hereby grant and convey unto the Grantee, a perpetual easement to construct, access, install and maintain a fence on the following parcel of land, as follows:

All that certain tract or parcel of land, situate, lying and being in Rives District, Prince George County, Virginia, and designated as "B" and being more particularly shown on a plat dated December 7, 2017, by Timmons Group entitled "PLAT SHOWING TWO VARIABLE WIDTH FENCE & ACCESS EASEMENTS LOCATED ON THE NORTHWESTERN SIDE OF STATE ROUTE 649, UNION BRANCH ROAD RIVES 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 Grantors 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 constructing, installing and maintaining, a fence shall have the right of ingress to and egress from the easement over the property of Grantors 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 Grantors. Grantee shall repair damage to roads, or other improvements while exercising this right of ingress and egress or shall pay Grantors for any damage done in the exercise of its right of ingress and egress, provided Grantors give 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, installation, or maintenance of the fence 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 related to exercising the rights granted by this easement and shall restore the surface thereof to as nearly as possible its original condition.

5. Grantors, their agents and employees, reserve 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, Grantors shall not erect any building or other structure, on the easement prior to, during or after construction of the fence and other appurtenant facilities in the adjacent permanent easement or right of way without obtaining the prior written approval of Grantee.

6. The property interest granted herein shall be extinguished and shall automatically REVERT to the Grantors if the Grantee, or any leasee or assignee of the Grantee, permanently ceases to use the parcels conveyed to Prince George County in 1969 (Tax Map Parcel # 430(0A)00-022-0) and 1985 (Tax Map Parcel #430(0A)00-021-0) for any public purpose for a continuous six-month period.

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.

The Grantors covenant that they have the right to convey the aforesaid property unto the Grantee; that the Grantee shall have quiet possession thereof; that the Grantors have done no act to encumber such property that would affect their use for a public purpose and that it will execute such further assurances in the future as may be requisite to allow public use within the property hereby conveyed.

The Grantors, by the execution of this instrument, acknowledge that the plans for the aforesaid project as they affect their property have been fully explained to them.

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:

Robin F. Patrick (SEAL)
ROBIN F. PATRICK

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by ROBIN F. PATRICK, this 17th day of May, 2018.

My commission expires:

Donna H. Traylor
Notary Public

Registration Number: 113927
My commission expires: Dec 31, 2022

Notary Seal



Benita Cabbl (SEAL)
BENITA L. CABBLER,
aka BENITA L. COBLER

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Chesapeake, to-wit:

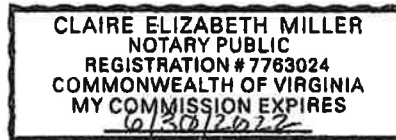
The foregoing instrument was acknowledged before me in my County and State aforesaid by BENITA L. CABBLER, aka BENITA L. COBLER, this 1st day of MAY, 2018.

My commission expires:

Claire Elizabeth Miller
Notary Public

Registration Number 7763024
My commission expires: 6/30/2022

Notary Seal



7

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 ____ day of _____, 2018.

Notary Public

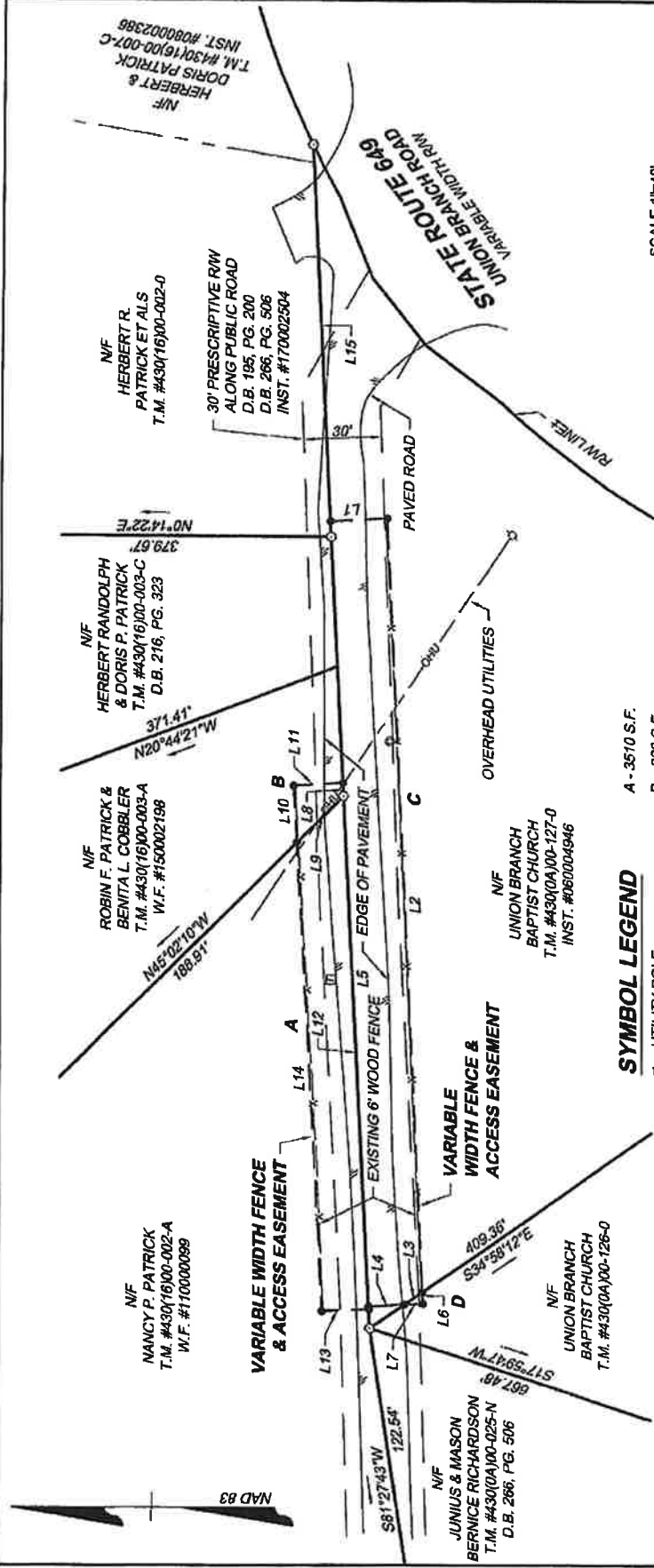
Registration Number: _____

My commission expires: _____

Notary Seal

YOUR DESIGN ADVANTAGE THROUGH CARE.

TIPS DRAWING PREPARED AT THE
 700-C TRIMBLES OFFICE
 4701 CHERRY BLVD., SUITE 302 | PRINCE GEORGE, VA 22955
 TEL: 804.541.9609 FAX: 804.541.1313 WWW.TIMMONSGROUP.COM



**PLAT SHOWING
 TWO VARIABLE WIDTH FENCE &
 ACCESS EASEMENTS LOCATED ON THE
 NORTHWESTERN SIDE OF STATE
 ROUTE 649, UNION BRANCH ROAD**
 RIVES DISTRICT
 PRINCE GEORGE COUNTY, VIRGINIA

DATE: December 7, 2017	SCALE: 1"=40'
SHEET 1 OF 1	J.N.: 40842-903
DRAWN BY: JNL	CHECK BY: WMM



- SYMBOL LEGEND**
- - UTILITY POLE
 - - CLEANOUT
 - ▣ - TELEPHONE PEDESTAL
- A - 3510 S.F.
 B - 260 S.F.
 C - 6409 S.F.
 D - 16 S.F.

LINE TABLE		
LINE	BEARING	LENGTH
L9	N45°02'10"W	25.50'
L10	N86°46'11"E	22.22'
L11	S2°57'19"E	19.03'
L12	S87°02'49"W	198.21'
L13	N2°57'10"W	18.05'
L14	N86°46'11"E	181.12'
L15	N87°02'49"E	144.82'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S2°57'13"E	21.74'
L2	S87°15'18"W	298.79'
L3	S34°58'12"E	8.44'
L4	N2°57'10"W	13.49'
L5	N87°02'49"E	303.27'
L6	S87°15'18"W	4.48'
L7	N2°57'10"W	7.14'
L8	S87°03'30"W	5.13'

This survey was prepared without the benefit of a title binder and may therefore not show all existing easements or other pertinent facts which may affect the property.

Based on graphic determination this property is in zone "X" of the HUD defined flood hazard area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel #51149C0175B dated May 16, 2012.

This is to certify that on 11-29-17 to the best of my professional knowledge and belief, I made an accurate field survey of the premises shown hereon, that all improvements known or visible are shown hereon; that there are no visible encroachments by improvements either from adjoining premises or from subject premises upon adjoining premises other than as shown hereon.

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: 430(16)00-002-A

THIS DEED OF EASEMENT made this ____ day of _____, 2018, by and between NANCY P. PATRICK, widow, Grantor herein; and the COUNTY OF PRINCE GEORGE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, Grantee herein.

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, access, install and maintain a fence on the following parcel of land, as follows:

All that certain tract or parcel of land, situate, lying and being in Rives District, Prince George County, Virginia, and designated as "A" and being more particularly shown on a plat dated December 7, 2017, by Timmons Group entitled "PLAT SHOWING TWO VARIABLE WIDTH FENCE & ACCESS EASEMENTS LOCATED ON THE NORTHWESTERN SIDE OF STATE ROUTE 649, UNION BRANCH ROAD RIVES 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 constructing, installing and maintaining, a fence 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 give 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, installation, or maintenance of the fence 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 related to exercising the rights granted by this easement and shall restore the surface thereof to as nearly as possible its original condition.

5. Grantor, her agents and employees, reserve 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, during or after construction of the fence and other appurtenant facilities in the adjacent permanent easement or right of way without obtaining the prior written approval of Grantee.

6. The property interest granted herein shall be extinguished and shall automatically REVERT to the Grantor if the Grantee, or any leasee or assignee of the Grantee, permanently ceases to use the parcels conveyed to Prince George County in 1969 (Tax Map Parcel # 430(0A)00-022-0) and 1985 (Tax Map Parcel #430(0A)00-021-0) for any public purpose for a continuous six-month period.

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.

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 her use for a public purpose and that it will execute such further assurances in the future as may be requisite to allow public use within the property hereby conveyed.

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:

Nancy P. Patrick (SEAL)
NANCY P. PATRICK

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by NANCY P. PATRICK, this 10th day of March, 2018.

My commission expires: Dec. 31, 2022

Donna H. Traylor
Notary Public

Registration Number: 113927
My commission expires: Dec. 31, 2022



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 ____ day of _____, 201__.

Notary Public

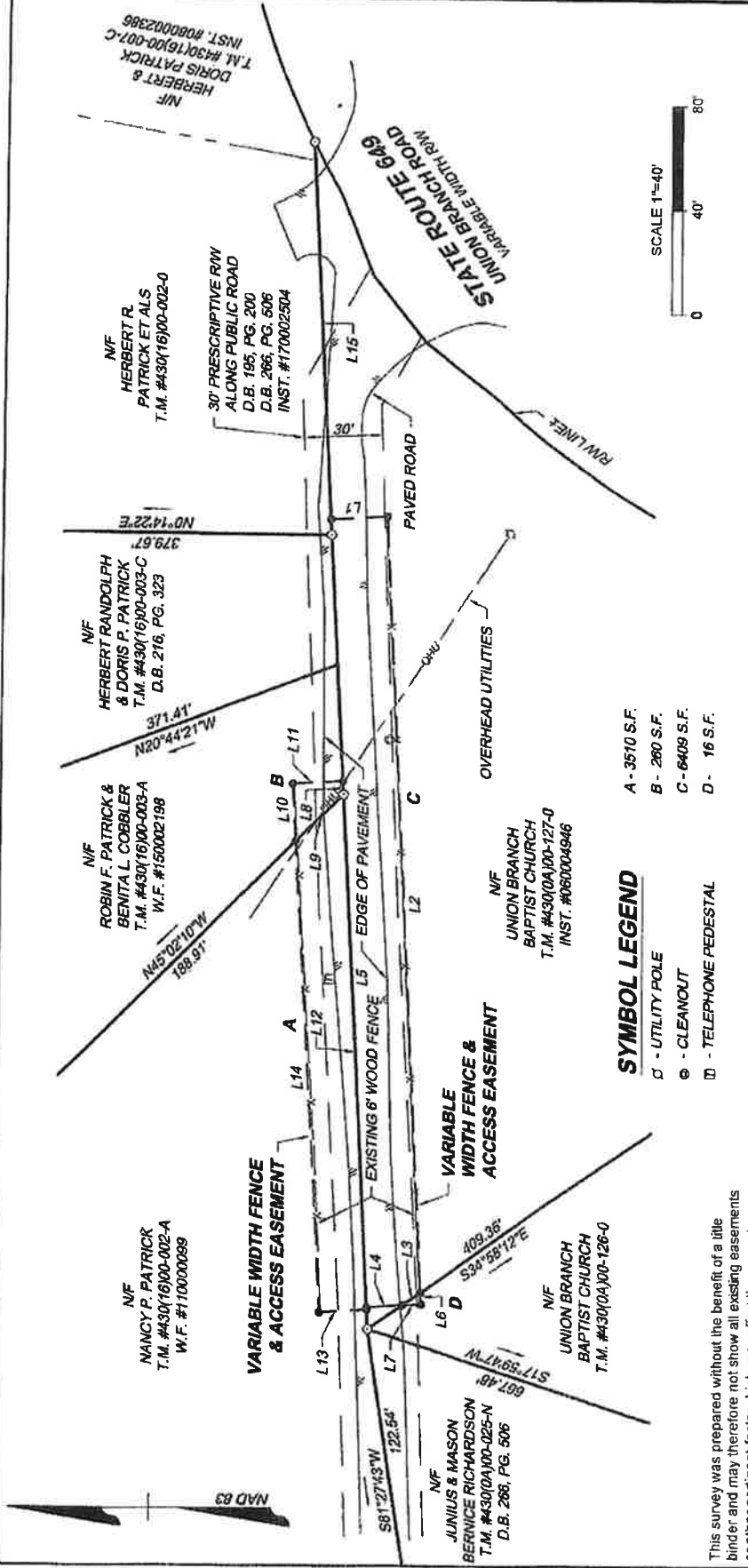
Registration Number: _____

My commission expires: _____

Notary Seal

YOUR PERSONS COVERED THROUGHOUT

THIS DRAWING PREPARED AT THE
 4298 DOWNS WAY, SUITE 300 FRENCH CREEK, VA 23871
 TEL: 804.547.5000 FAX: 804.521.5371 WWW.TIMMONSGROUP.COM

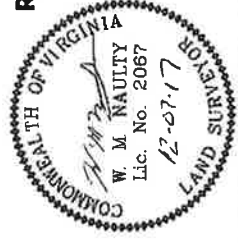


TWO VARIABLE WIDTH FENCE & ACCESS EASEMENTS LOCATED ON THE NORTHWESTERN SIDE OF STATE ROUTE 649, UNION BRANCH ROAD
 RIVES DISTRICT
 PRINCE GEORGE COUNTY, VIRGINIA

PLAT SHOWING



DATE: December 7, 2017	SCALE: 1"=40'
SHEET 1 OF 1	J.N. 40842-903
DRAWN BY: JML	CHECK BY: WMM



SYMBOL LEGEND
 □ - UTILITY POLE
 ○ - CLEANOUT
 ▣ - TELEPHONE PEDESTAL

A - 3510 S.F.
 B - 260 S.F.
 C - 6409 S.F.
 D - 16 S.F.

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L6	S87°15'18"W	4.48'
L7	N2°57'10"W	7.14'
L8	S87°03'30"W	5.13'

This survey was prepared without the benefit of a title binder, and may therefore not show all existing easements or other pertinent facts which may affect the property.

Based on graphic determination this property is in zone "X" of the HUD defined flood hazard area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel #51149C0175B dated May 16, 2012.

This is to certify that on 11-29-17 to the best of my professional knowledge and belief, I made an accurate field survey of the premises shown hereon, that all improvements known or visible are shown hereon; that there are no visible encroachments by improvements either from adjoining premises or from subject premises upon adjoining premises other than as shown hereon.

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: 430(0A)00-126-0 & 430(0A)00-127-0

THIS DEED OF EASEMENT made this ____ day of _____, 2018, by and between EDWARD PATRICK, FREDRICK PERRY, JAMES ETHINGTON, JAMES R. THWEATT, WALTER WATSON, JR., MICHELLE FORD, ERNEST HILL, DENYA HANKERSON, ROSS GORDON, LARRY THWEATT and JEFFREY WILLIAMS, TRUSTEES OF THE UNION BRANCH BAPTIST CHURCH, Grantors herein and the COUNTY OF PRINCE GEORGE, VIRGINIA, a political subdivision of the Commonwealth of Virginia and Grantee herein.

WITNESSETH:

WHEREAS, by credit line deed of trust dated February 18, 2002, and recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, as Instrument Number 0200-0878, the aforesaid Trustees of Union Branch Baptist Church conveyed to The Bank of Southside Virginia a certain parcel of land situate in the County of Prince George, Virginia; In trust, to secure a note in the amount of ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00) of even date of such deed of trust, which note is payable to The Bank of Southside Virginia and signed by the Trustees of Union Branch Baptist Church; and

WHEREAS, by deed of correction date February 23, 2002, and recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, as Instrument Number 0200-1054, the Trustees of Union Branch Baptist Church amended the aforesaid Credit Line Deed of Trust to correct the terms and conditions of the deed of trust; and

WHEREAS, by Modification Agreement dated September 8, 2006, and recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, as Instrument Number

0600-4973, the aforesaid Trustees of Union Branch Baptist Church conveyed to The Bank of Southside Virginia an additional parcel of land situate in the County of Prince George, Virginia; In trust, to further secure the aforementioned note in the amount of ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00) dated February 23, 2002, which note is payable to The Bank of Southside Virginia and signed by the Trustees of Union Branch Baptist Church; and

WHEREAS, the Grantee herein acknowledges the encumbrances of the parcels by the aforementioned credit line deed of trust; the deed of correction of the credit line deed of trust; and the modification agreement; and

WHEREAS, the Grantors acknowledge that should the Grantee request the release of the encumbrances on the property affected by this Deed of Easement, the Grantors will take all the reasonable efforts to have the noteholder agree to release only those portions of the property affected by this Deed of Easement from such encumbrances; and

WHEREAS said easement is to be conveyed to the County of Prince George for the purpose of constructing, installing, accessing and maintaining a fence along the northern boundary of the Grantors' property herein; and

NOW THEREFORE WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the Grantors do hereby grant and convey unto the Grantee, a perpetual easement to construct, install, access and maintain a fence on the following parcels of land, as follows:

All those certain tracts or parcels of land, situate, lying and being in Rives District, Prince George County, Virginia, and designated as "C" and "D" and being more particularly shown on a plat dated December 7, 2017, by Timmons Group entitled "**PLAT SHOWING TWO VARIABLE WIDTH FENCE & ACCESS EASEMENTS LOCATED ON THE NORTHWESTERN SIDE OF STATE ROUTE 649, UNION BRANCH ROAD RIVES 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 Grantors 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 constructing, installing and maintaining, a fence shall have the right of ingress to and egress from the easement over the property of Grantors 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 Grantors. Grantee shall repair damage to roads, or other improvements while exercising this right of ingress and egress or shall pay Grantors for any damage done in the exercise of its right of ingress and egress, provided Grantors give 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, installation, or maintenance of the fence 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 related to exercising the rights granted by this easement and shall restore the surface thereof to as nearly as possible its original condition.
5. Grantors, its agents and employees, reserve 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, Grantors shall not erect any building or other structure, on the easement prior to, during or after construction of the fence and other appurtenant facilities in the adjacent permanent easement or right of way without obtaining the prior written approval of Grantee.
6. The property interest granted herein shall be extinguished and shall automatically REVERT to the Grantors if the Grantee, or any leasee or assignee of the Grantee, permanently ceases to use the parcels conveyed to Prince George County in 1969 (Tax Map Parcel # 430(0A)00-022-0) and 1985 (Tax Map Parcel #430(0A)00-021-0) for any public purpose for a continuous six-month period.

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.

The Grantors covenant that they have the right to convey the aforesaid property unto the

Grantee; that the Grantee shall have quiet possession thereof; that the Grantors have 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 within the property hereby conveyed.

The Grantors, by the execution of this instrument, acknowledge that the plans for the aforesaid project as they affect its property have been fully explained to them.

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:

UNION BRANCH BAPTIST CHURCH

Edward Patrick (SEAL)
EDWARD PATRICK, Trustee

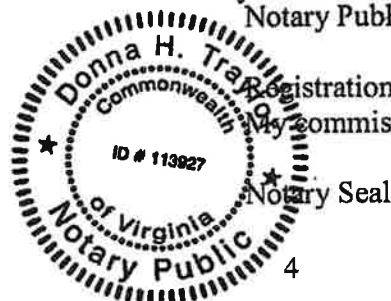
COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by EDWARD PATRICK, this 10th day of March, 2018.

My commission expires: Dec 31, 2022

Donna H. Taylor
Notary Public



Registration Number: 113927
My commission expires: Dec 31, 2022

Notary Seal

F. Frederick Perry (SEAL)
FREDRICK PERRY, Trustee
FP

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by FREDRICK PERRY, this 10th day of March, 2018.

FP

My commission expires: Dec. 31, 2022

Donna H. Traylor
Notary Public

Registration Number: 113927
My commission expires: Dec. 31, 2022

Notary Seal



James Ethington (SEAL)
JAMES ETHINGTON, Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by JAMES ETHINGTON, this 10th day of March, 2018.

My commission expires: Dec. 31, 2022

Donna H. Traylor
Notary Public

Registration Number: 113927
My commission expires: Dec. 31, 2022

Notary Seal



COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

Anna Swann Thweatt (SEAL) *for*
JAMES R. THWEATT, Trustee
by: *Anna Swann Thweatt, acting under*
Power of Attorney

The foregoing instrument was acknowledged before me in my County and State aforesaid
by JAMES R. THWEATT, this 10th day of March, 2018.

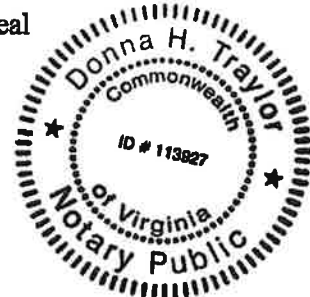
by
Anna Swann Thweatt for,
James R. Thweatt
acting under P.O.A.
(Signature)

My commission expires: 12/31/2020

Donna H. Traylor
Notary Public

Registration Number: 113927
My commission expires: Dec. 31, 2020 *(Signature)*

Notary Seal



Walter Watson, Jr. (SEAL)
WALTER WATSON, JR., Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by WALTER WATSON, JR., this 10th day of March, 2018.

My commission expires: Dec. 31, 2022

Donna H. Taylor
Notary Public

Registration Number: 113927
My commission expires: Dec. 31, 2022



Michelle W. Ford (SEAL)
MICHELLE FORD, Trustee
W. mf

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by MICHELLE FORD, this 10th day of March, 2018.

W.

My commission expires: Dec. 31, 2022

Donna H. Traylor
Notary Public

Registration Number: 113927
My commission expires: Dec. 31, 2022

Notary Seal



Ernest Hill (SEAL)
ERNEST HILL, Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by ERNEST HILL, this 10th day of March, 2018.

My commission expires: Dec 31, 2022

Donna H. Traylor
Notary Public

Registration Number: 113927
My commission expires: Dec. 31, 2022



Denya Hankerson (SEAL)
DENYA HANKERSON, Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by DENYA HANKERSON, this 14th day of March, 2018.

My commission expires: Dec 31, 2022

Donna H. Traylor
Notary Public

Registration Number: 113927

My commission expires: Dec. 31, 2022





(SEAL)

ROSS GORDON, Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by ROSS GORDON, this 26th day of March, 2018.

My commission expires: Dec. 31, 2022



Notary Public

Registration Number: 113927

My commission expires: Dec. 31, 2022

Notary Seal



Larry Thweatt (SEAL)
LARRY THWEATT, Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by LARRY THWEATT, this 10th day of March, 2018.

My commission expires: Dec. 31, 2022

Donna H. Traylor
Notary Public

Registration Number: 113927
My commission expires: Dec. 31, 2022



Jeffrey Williams (SEAL)
JEFFREY WILLIAMS, Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by JEFFREY WILLIAMS, this 10th day of March, 2018.

My commission expires: Dec. 31, 2022

Donna H. Traylor
Notary Public

Registration Number: 113927
My commission expires: Dec. 31, 2022

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:

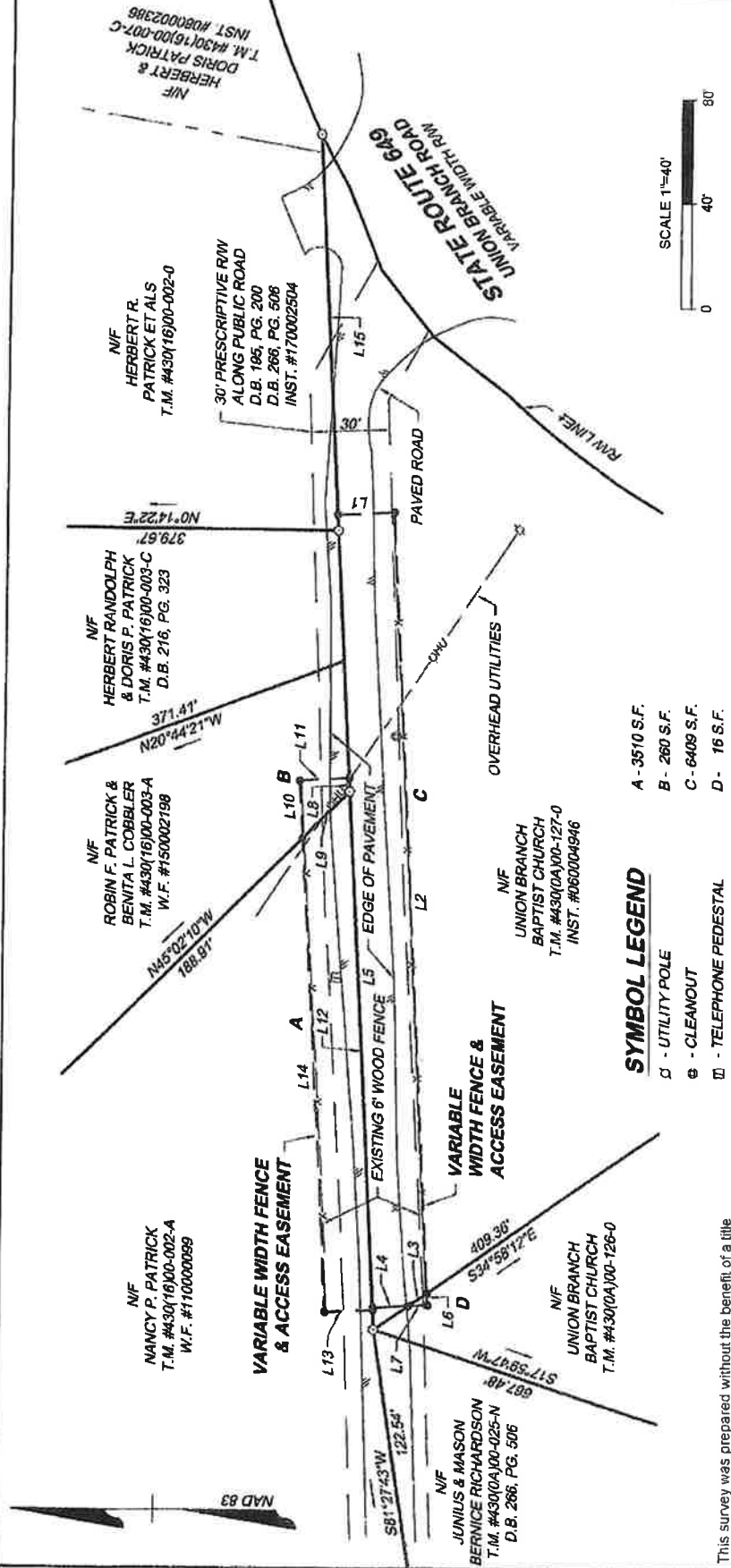
The foregoing instrument was acknowledged before me in my County and State aforesaid, with proper identification, by Percy C. Ashcraft, County Administrator of Prince George County, Virginia and Steven L. Micas, County Attorney for Prince George County, Virginia, a political subdivision of the Commonwealth of Virginia, this ____ day of _____, 2018.

Notary Public

Registration Number: _____

My commission expires: _____

Notary Seal



**PLAT SHOWING
 TWO VARIABLE WIDTH FENCE &
 ACCESS EASEMENTS LOCATED ON THE
 NORTHWESTERN SIDE OF STATE
 ROUTE 649, UNION BRANCH ROAD**

PRINCE GEORGE COUNTY, VIRGINIA



DATE: December 2, 2017	SCALE: 1"=40'
SHEET: OF 1	J.N. #0842-903
DRAWN BY: JML	CHECK BY: WMM

SYMBOL LEGEND

□ - UTILITY POLE
 ○ - CLEANOUT
 ▩ - TELEPHONE PEDESTAL

A - 3510 S.F.
 B - 260 S.F.
 C - 6409 S.F.
 D - 16 S.F.

LINE TABLE	
LINE	LENGTH
L9	25.50'
L10	22.22'
L11	19.03'
L12	198.21'
L13	18.05'
L14	181.12'
L15	144.92'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S2°57'13"E	21.74'
L2	S87°15'18"W	298.79'
L3	S34°58'12"E	8.44'
L4	N2°57'10"W	13.49'
L5	N87°02'49"E	303.27'
L6	S87°15'18"W	4.48'
L7	N2°57'10"W	7.14'
L8	S87°03'30"W	5.13'

This survey was prepared without the benefit of a title binder and may therefore not show all existing easements or other pertinent facts which may affect the property.

Based on graphic determination this property is in zone "X" of the HUD defined flood hazard area as shown on F.E.M.A. Flood Insurance Rate Map Community Panel #51149C0175B dated May 16, 2012.

This is to certify that on 11-29-17 to the best of my professional knowledge and belief, I made an accurate field survey of the premises shown hereon, that all improvements known or visible are shown hereon; that there are no visible encroachments by improvements either from adjoining premises or from subject premises upon adjoining premises other than as shown hereon.