

**RESUME**

April 23, 2019

**ACCEPTANCE OF THE DEDICATION OF A UTILITY  
EASEMENT AT JEFFERSON POINTE APARTMENTS**

On November 9, 2016, the Board approved a rezoning of the Jefferson Pointe Apartments which authorized additional apartment units and a new clubhouse. The new utility easement will allow extension of the current utility system to serve the apartments. All costs will be paid by the developer.

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: 12D(02)00-008-0  
12D(02)00-009-0; 12D(02)00-010-0  
12D(02)00-011-0

THIS DEED OF EASEMENT and PARTIAL RELEASE, made this \_\_\_\_ day of \_\_\_\_\_ 2019, between BPP JEFFERSON POINTE, LLC, a Delaware limited liability company, party of the first part and Grantor herein; BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, Noteholder, party of the second part; BB&T-VA COLLATERAL SERVICE CORPORATION, a Virginia corporation, Trustee for party of the second part, 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.

W I T N E S S E T H:

WHEREAS, by credit line deed of trust, assignment of leases and rents and security agreement dated February 1, 2016, and recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, as Instrument Number 1600-305, BPP Jefferson Pointe, L.L.C., a Virginia limited liability company conveyed to the party of the second and 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 SIXTEEN MILLION DOLLARS (\$16,000,000 .00), which note is payable to Branch Banking and Trust Company signed by William M. Murphy, Manager of BPP Jefferson Pointe, L.L.C., a Virginia limited liability company; and

WHEREAS, by the aforementioned credit line deed of trust was re-recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia, on April 18, 2016, as Instrument Number 1600-1083 correcting Exhibit A; and

WHEREAS, the noteholder, Branch Banking and Trust Company has included assignment of leases and rents, recorded financing statements and assignment of agreements affecting real estate within such credit line deed of trust and desires to release the parcels from such liens, assignments and financing statements by this instrument; and

WHEREAS, the noteholder, Branch Banking and Trust Company 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 constructing, maintaining, and operating a 16' undesignated utility easement, and two variable width undesignated easements; 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 58.1-81 l(D) of the Code of Virginia of 1950, as amended, the Grantor does hereby grant and convey unto the Grantee, a perpetual non-exclusive easement to construct, own, maintain, and operate a permanent undesignated utility easement of right of way located in Prince George County, Virginia and more particularly described as follows:

All that certain tract or parcel of land, situate, lying and being in Bland District, Prince George County, Virginia, and designated as a "16' UNDESIGNATED UTILITY EASEMENT" and as two "VARIABLE WIDTH UNDESIGNATED UTILITY EASEMENTS" being more particularly shown on a plat dated October 20, 2017, by Timmons Group entitled "PLAT SHOWING TWO 16' UNDESIGNATED UTILITY EASEMENTS & TWO VARIABLE WIDTH UNDESIGNATED UTILITY EASEMENTS LOCATED ON THE NORTHWESTERN SIDE OF BAILEY'S RIDGE BOULEVARD & THE SOUTH SIDE OF JEFFERSON POINTE LANE BLAND DISTRICT, PRINCE GEORGE COUNTY, VIRGINIA"; said plat being attached hereto and made a part of this instrument. Reference is hereby made to such 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, its 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.

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 it has the right to convey the aforesaid property unto the Grantee; that the Grantor shall have quiet possession thereof; that the Grantee 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 of Easement and Partial Release for the purpose of releasing all its interests in the real estate conveyed to Grantee by this instrument from Grantor herein including assignments of leases, agreements, rents, financing statements and any other liens that inure to their benefit that affect the real estate.

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

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:

*[Signatures appear on the next page]*

BPP JEFFERSON POINTE, L.L.C.  
a Virginia limited liability company,  
Party of the First Part and Grantor Herein

By: [Signature] (SEAL)  
Name: William M. Murphy  
Title: Manager

STATE OF Florida  
CITY/COUNTY OF Broward, to wit:

The foregoing instrument was acknowledged before me in my City/County and State  
aforesaid by William M. Murphy, Member of BPP Jefferson, Pointe, L.L.C., a Virginia limited  
liability company, this 20 day of March, 2019.



[Signature]  
Notary Public

Registration Number: GG 37621  
My commission expires: 11-09-2020

Notary Seal

BRANCH BANKING AND TRUST COMPANY,  
A North Carolina banking corporation, Noteholder

By: [Signature]

Name: Isabel Santiago

Title: Vice President

STATE OF Florida

CITY/COUNTY OF Broward, to wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid  
by Isabel Santiago, V.P. of BRANCH  
BANKING AND TRUST COMPANY, a North Carolina banking corporation, Noteholder, this  
20 day of March, 2019.

[Signature: Michelle Tandon]  
Notary Public



Registration Number: FF244322  
My commission expires: 6-25-19

Notary Seal

BB&T-VA COLLATERAL SERVICE  
CORPORATION, a Virginia corporation, Trustee

By: [Signature]  
Name: Donny Duarte  
Title: SVP

COMMONWEALTH OF VIRGINIA

STATE OF Florida, to-wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid by Donny Duarte of BB&T-VA COLLATERAL SERVICE CORPORATION, a Virginia corporation, Trustee, this 20 day of March, 2019.

[Signature: Michelle Tandon]  
Notary Public



Registration Number: FF244322  
My commission expires: 6-25-19

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

Registration Number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Notary Seal