

# Issue Analysis Form



**Date:** June 14, 2022

**Item:** Acceptance of Agreement to allow VDOT to adjust Dry Hydrant along Lone Oak Mill Road (Route 658)

**Lead Department(s):** Engineering & Utilities

**Contact Person(s):** Frank Haltom, Director

## Description and Current Status

Virginia Department of Transportation (VDOT) is proposing improvements to the bridge along Lone Oak Mill Road (Route 658). This project will require the relocation of the Fire Department's dry fire hydrant.

It has been determined that VDOT is responsible for bearing 100% of the cost of the improvements indicated on the improvement plans including the relocation of the dry hydrant. The County staff has reviewed the plans and find the adjustments to be acceptable. It will be in the best interest of the County to have these adjustments included in the highway contract and performed by the highway contractor.

The attached agreement sets forth the agreed upon terms and conditions for the adjustments to the County facilities.

Sample Motion: I move that the Board approve the resolution to accept the agreement between VDOT and the County for the adjustment of the County's facilities.

## Government Path

**Does this require IDA action?**  Yes  No

**Does this require BZA action?**  Yes  No

**Does This require Planning Commission Action?**  Yes  No

**Does this require Board of Supervisors action?**  Yes  No

**Does this require a public hearing?**  Yes  No

**If so, before what date?**

## Fiscal Impact Statement

None.

## County Impact

Acceptance of the agreement allows VDOT to perform the necessary adjustments to the County's facilities in order to complete their road improvements at no cost to the County.

## Notes

None.

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 14<sup>th</sup> day of June, 2022:

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Present:

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

Vote:

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A-9

On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, which carried by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed, the following Resolution was adopted:

**RESOLUTION: ACCEPTANCE OF AGREEMENT BETWEEN COUNTY AND VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) PROPOSING IMPROVEMENTS ON LONE OAK MILL ROAD (ROUTE 658)**

WHEREAS Virginia Department of Transportation (VDOT) is proposing improvements along Lone Oak Mill Road (Route 658). This project will require adjustments to the Fire Department's dry fire hydrant located within the project limits; and

WHEREAS it has been determined that VDOT is responsible for bearing 100% of the cost of the adjustments indicated on the improvement plans. It will be to the best interest of the County to have these adjustments included in the highway contract and performed by the highway contractor.

NOW, THEREFORE, BE IT RESOLVED that the Prince George County Board of Supervisors this 14<sup>th</sup> day of June, 2022, does hereby authorize the County Administrator to execute an agreement allowing VDOT to perform the necessary adjustments to the County's facilities

A Copy Teste:

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Jeffrey D. Stoke  
County Administrator

PROJECT: WARDEN BRIDGE OFFICE BUILDING (1700 WARDEN STREET)  
SUBMITTED BY: DATE: 04/01/2014  
DESIGN: BY: ARCHITECTURAL & ASSOCIATES, INC.  
SUBMITTAL UTILITY BY: DATE: 04/01/2014

NO.	DATE	REVISION	SHEET NO.
1	VA	9999	9999-074-788, MS01
			5(1)

DESIGNER: DANIEL J. DODD  
DATE: 04/01/2014

Checked by: [Signature]  
Reviewed by: [Signature]

NOTED: ANY FEATURES RELATED TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT.

**GENERAL NOTES**

- ALL CONSTRUCTION AND MATERIALS FOR THE INSTALLATION OF DRY FIRE HYDRANTS SHALL MEET ALL REQUIREMENTS AND RECOMMENDATIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) AND THE VIRGINIA DEPARTMENT OF FORESTRY, AS WELL AS PLAN NOTES AND DETAILS.
- ALL CONCRETE SHALL BE CLASS AS F CAST-IN-PLACE AND CLASS M4 F PRECAST.
- THE LOCATIONS, DEPTHS AND SIZES OF EXISTING UTILITIES SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM AVAILABLE UTILITY RECORDS AND FIELD UTILITY SURVEYS AND ARE NOT GUARANTEED. THE CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTHS OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION FOR THIS PROJECT. ALL COSTS ASSOCIATED WITH ADDITIONAL UNDERGROUND UTILITY LOCATING SHALL BE INCIDENTAL TO THE PROPOSED BRIDGE WORK.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE. ANY DAMAGE INCURRED SHALL BE REPAIRED IMMEDIATELY TO THE SATISFACTION OF THE UTILITY OWNER AND AT NO EXPENSE TO THE DEPARTMENT. ALL REQUIREMENTS OF THE VIRGINIA UNDERGROUND UTILITY DAMAGE PREVENTION ACT SHALL BE ADHERED TO.
- PLAN LOCATIONS AND DIMENSIONS SHALL BE ADHERED TO.
- ALL PPE ELEVATIONS SHOWN ARE INVERT UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.
- THE CONTRACTOR SHALL MAINTAIN A SET OF RECORD DRAWINGS (AS-BUILT) ON SITE TO BE SUBMITTED TO THE VDOT PROJECT INSPECTOR AND THE PRINCE GEORGE COUNTY FIRE MARSHAL'S OFFICE PRIOR TO PROJECT COMPLETION. ALL COSTS ASSOCIATED WITH MAINTAINING AND PROVIDING AS-BUILT PLANS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE DRY FIRE HYDRANT.
- THE CONTRACTOR SHALL NOTIFY MISS UTILITY OF VIRGINIA AT 811 FOR UTILITY LOCATION AT LEAST 72 HOURS BEFORE BEGINNING ANY CONSTRUCTION SHOWN ON THESE PLANS.
- NOTES ON PLAN SHEETS CONTAINED WITHIN A BOX REFER TO PROJECT COST PAY ITEMS INDICATED ON THE SUMMARY SHEET. NOTES ON PLAN SHEETS NOT WITHIN A BOX ARE TO CLARIFY CONSTRUCTION REQUIRED AND SHALL BE INCLUDED IN THE UNIT PRICE FOR THE ASSOCIATED PAY ITEM.
- TEMPORARILY BRACE OR OTHERWISE SUPPORT AND PROTECT ALL EXISTING UTILITIES, WHICH ARE EXPOSED DURING EXCAVATION SO AS TO NOT DAMAGE OR WEAREN THEM. ANY DAMAGED UTILITIES SHALL BE REPLACED AT NO ADDITIONAL COST TO THE UTILITY OWNER OR TO VDOT.
- EXCEPT AS OTHERWISE SPECIFIED, ALL IRON AND STEEL PRODUCTS INCLUDING MISCELLANEOUS STEEL ITEMS SUCH AS FASTENERS, NUTS, BOLTS, AND WASHERS TO BE PERMANENTLY INCORPORATED INTO THE PROJECT SHALL MEET THE "ASTM AMERICAN" REQUIREMENTS OF THE VDOT SPECIAL PROVISION FOR USE OF DOMESTIC MATERIAL, LATEST EDITION.

**HYDRANT MATERIAL / CONSTRUCTION NOTES**

- ALL NEW MATERIALS FOR PROPOSED INSTALLATIONS OF DRY FIRE HYDRANTS SHALL BE SUBMITTED FOR APPROVAL BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION AND THE PRINCE GEORGE COUNTY FIRE MARSHAL'S OFFICE, PRIOR TO ORDERING MATERIALS.
- PIPE AND FITTINGS - PIPE AND PIPE FITTINGS FOR DRY FIRE HYDRANT INSTALLATIONS SHALL BE 6" PVC (POLYVINYL CHLORIDE) SCHEDULE 40 WITH SOLVENT-WELD JOINTS, MEETING THE REQUIREMENTS OF ASTM D 1785 AND D 2466 RESPECTIVELY. THE INSTALLER SHALL PAINT ANY EXPOSED PORTIONS OF THE PVC PIPE AND FITTINGS LOCATED ABOVE GRADE TO PREVENT CHEMICAL DECOMPOSITION FROM ULTRAVIOLET LIGHT. THE PAINT SHALL BE WHITE IN COLOR TO MATCH THE EXISTING DRY HYDRANT AND SHALL BE SUITABLE FOR EXTERIOR USE ON PVC.
- DRY HYDRANT INSTALLATION - THE INSTALLATION OF THE DRY FIRE HYDRANT SHALL MEET ALL REQUIREMENTS AND RECOMMENDATIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) AND THE VIRGINIA DEPARTMENT OF FORESTRY, AS WELL AS THE PLAN, PROFILE AND DETAILS SHOWN ON SHEET 2 AND SHEET 3 OF THESE PLANS.
- INSTALLER QUALIFICATIONS - THE DRY FIRE HYDRANT SHALL BE INSTALLED BY A PRE-SELECTED, PROFESSIONAL INSTALLER APPROVED BY THE VIRGINIA DEPARTMENT OF FORESTRY (V.D.O.F.). THE FOLLOWING SOLE-SOURCE INSTALLER IS APPROVED BY THE V.D.O.F.:  
  
KOV CONTRACTING, LLC  
10443 BRYNMARE DRIVE  
NORTH CHESTERFIELD, VA 23227  
MR. DAN HARRISON  
TEL: (804) 822-7941

INDEX OF UTILITY SHEETS		
SHEET NO.	DESCRIPTION	ROADWAY SHEET NO.
1	INSTALL SHEET INCLUDING AND QUANTITY SUMMARY	N/A
2	PLAN SHEET - 6" PIPES 6" DIA. MILL ROAD OVER BRIDGE DECK	6
3	DRY HYDRANT PROFILE AND DETAILS	N/A

NOTE: THE UTILITY ADJUSTMENT SHEETS HAVE A BASE SHEET NUMBER WITH A SUFFIX NUMBER IN PARENTHESES (EXAMPLE - 801.924L ETC.). SHEET NUMBER REFERENCES WITHIN THE PLANS REFER TO THE SUFFIX NUMBER ONLY.

**LEGEND**

	EXISTING	PROPOSED
SANITARY SEWER	— 2' SW —	
WATER MAIN	— 6" W —	
TELEPHONE LINE	— 1" T/W —	
GAS LINE	— 8" G —	
CABLE T.V.	— 8" TV —	
WATER METER & BOX	⊙	
WATER VALVE & BOX	⊙	
FIRE HYDRANT	⊙	
POWER POLE	⊙	
SANITARY SEWER MANHOLE	⊙	

**UTILITY ADJUSTMENT PLANS**

DRY FIRE HYDRANT REPLACEMENT  
RTS. 640 (LONE OAK MILL ROAD)  
OYER WARDEN CREEK  
PRINCE GEORGE COUNTY, VIRGINIA

PREPARED BY:  
WHITMAN, REQUIMOT AND ASSOCIATES, LLP  
8030 STONY POINT PARKWAY, SUITE 220  
RICHMOND, VIRGINIA 23235

VDOT PROJECT 9999-074-788, MS01 PAY ITEM SUMMARY OF WATER FACILITIES					
SHEET NO.	DRY FIRE HYDRANT				SHEET NO.
2	1				2
TOTAL	1				TOTAL

PROJECT:	9999-074-788
SHEET NO.:	5(1)

VA-DESIGN-CONTRACT-9999-014-788  
 5/12/14

PROJECT MANAGER: JOHN C. COOPER, CIVIL ENGINEER, PROFESSIONAL ENGINEER  
 LICENSE NO. 5400, STATE OF VIRGINIA  
 DESIGN BY: MICHAEL J. SULLIVAN, CIVIL ENGINEER, PROFESSIONAL ENGINEER  
 LICENSE NO. 5400, STATE OF VIRGINIA

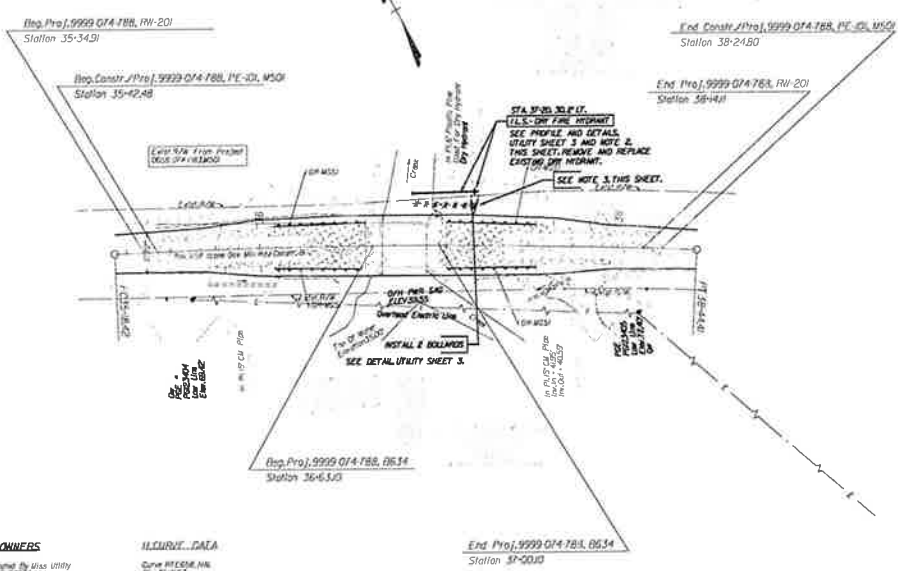
# ROUTE 658 (LONE OAK MILL ROAD)

THIS SHEET FOR UTILITY ADJUSTMENT/RELOCATION ONLY



NO.	DATE	DESCRIPTION	SHEET NO.
1	VA 9999-014-788	9999-014-788, USOI	5(2)

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT.



**UTILITY OWNERS**

Utilities Located By Gas Utility  
 3144 FARM ROAD  
 Telephone: 703-441-1111  
 Website: www.gasutility.com

Water  
 201 Kingsley Spring Road  
 Richmond, VA 23068  
 Contact: John Lavers  
 Telephone: 804-777-7134  
 E-mail: j.lavers@govnet.com

Electric  
 Prime Service Electric Company  
 4015 Gateway Center Way  
 P.O. Box 101  
 Danville, VA 22026  
 Contact: Chris Smith  
 Telephone: 804-814-1400  
 E-mail: csmith@primeelectric.com

**CURVE DATA**

Curve PITCHER AVE  
 PVI = 76.8633  
 BELEV = 57.14285714  
 D = 131.317  
 T = 65.07  
 L = 335.99  
 R = 3265.27  
 PVI = 76.8633  
 BELEV = 57.14285714  
 T = 65.07  
 L = 335.99  
 R = 3265.27

NOTES:  
 1. STATIONS AND OFFSETS FOR UTILITY ADJUSTMENTS SHOWN ON THIS SHEET ARE TAKEN FROM THE PRE-CONSTRUCTION BASING UNLESS OTHERWISE NOTED.  
 2. CONTRACTOR SHALL HAVE THE NEW DRY HYDRANT INSTALLED PRIOR TO PLACEMENT OF HOT BITUMEN ON STREAM BANK.  
 3. REMOVE AND RESET EXISTING DRY HYDRANT 50.0 FEET NORTH OF NEW DRY HYDRANT PUMPER CONNECTION.

SCALE: 1" = 20'  
 PROJECT: 9999-014-788  
 SHEET: 5(2)



VA-9999-07-4-758

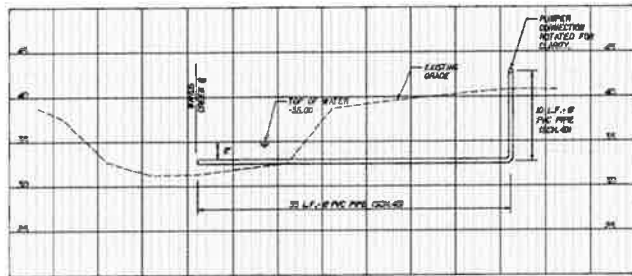
PROJECT: WALKER BRIDGE, COCHRAN COUNTY DISTRICT  
 NUMBER: 9999-07-4-758  
 DESIGN: M. J. JONES & ASSOCIATES, INC.  
 SUPPORT: UTILITY AT BRIDGE APPROACH BRIDGE (RELOCATED)

THIS SHEET FOR UTILITY ADJUSTMENT/RELOCATION ONLY

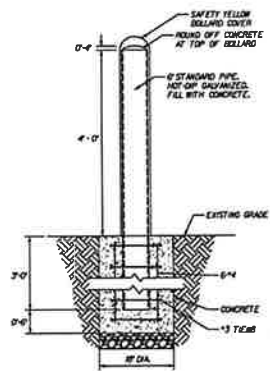
	NO.:	DATE:	PROJECT:	SCALE:
	VA. 9999	9999-07-4-758	M501	5/31

DESIGNER: Daniel J. Jones  
 State of Virginia  
 License No. 1416

DESIGN FEATURES RELATIVE TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

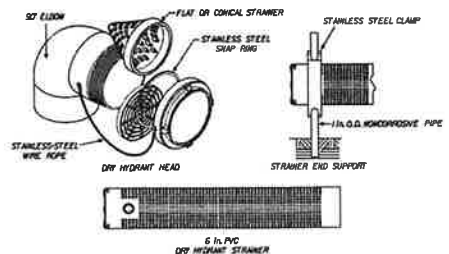


**DRY HYDRANT PROFILE**  
 SCALE: 1 IN. = 5 FT



NOTES:  
 1. BOLLARDS SHALL BE SPACED NOT MORE THAN 4 FEET APART ON CENTER.  
 2. BOLLARDS SHALL BE LOCATED NOT MORE THAN 3 FEET FROM DRY HYDRANT.

**TYPICAL BOLLARD**  
 NO SCALE



**TYPICAL DRY HYDRANT COMPONENTS**  
 NO SCALE

AGREEMENT  
between  
PRINCE GEORGE COUNTY  
and  
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION  
for  
ADJUSTMENT OF WATER FACILITIES

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the PRINCE GEORGE COUNTY (hereinafter called County), and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, (hereinafter called the STATE), acting by its Commissioner:

WITNESSETH

WHEREAS, the STATE is proposing to construct a section of highway designated as, Lone Oak Mill Road, Rte. 658, Project: 9999-074-788, M-501, which will necessitate changes in the COUNTY'S Water facilities: and,

WHEREAS, the STATE and COUNTY wish to agree upon the terms and conditions under which the necessary changes will be made as hereinafter set forth:

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION I

(a) It will be to the best interest of the STATE and the COUNTY to have the adjustment of these Water facilities included in the highway contract to be adjusted by the highway contractor.

(b) The STATE through its highway contractor, will relocate and adjust the COUNTY'S Water facilities in accordance with attached plans and the STATE'S Road and Bridge Specifications; said plans being identified as Three (3) one-half size plans sheets numbered 5(1) through 5(3) of the STATE'S construction plans for Project: 9999-074-788, M-501, as attached.

## SECTION II

(a) It has been determined that the project is responsible for bearing 100% of the cost of the Water adjustments indicated in SECTION I (b).

(b) It has been determined that the COUNTY is responsible for bearing 0.0% of the project cost of the Water adjustments SECTION I (b).

## SECTION III

(a) The COUNTY agrees that it will relinquish its existing rights of way, which are within the limits of the proposed STATE right of way for this project. The STATE will, upon application by the COUNTY, issue and continue in effect a permit to the COUNTY for the construction, maintenance and operation of the water facilities indicated in SECTION I(b).

(b) The Water facilities of the COUNTY erected under such a permit shall be and remain the property of the COUNTY, no charge shall at any time be made for the use of the STATE right of way occupied by the COUNTY, or for the privilege of constructing, maintaining and operating said Water facilities. Any construction of maintenance operations to be performed by the COUNTY within the STATE right of way must have prior approval of the STATE. When emergency conditions require immediate maintenance operations by the COUNTY, such operations may be performed by the COUNTY without advance notice to the STATE. The COUNTY will, to the best of its ability, perform all operations within the STATE right of way in a manner which will reduce to a minimum, interference to the flow of traffic and disturbance of the roadway, and which will provide a maximum of safety to traffic and to the COUNTY'S forces.

(c) In the event the STATE should request at any time hereafter that the facilities which were adjusted onto STATE right of way at STATE expense be again adjusted when they are on STATE right of way, the STATE will pay the COUNTY the applicable costs incurred by the COUNTY, including the cost of securing any necessary easements.

(d) In the event the STATE should request at any time hereafter that the facilities which were not adjusted, hereunder, but for which the COUNTY'S rights of way were relinquished, be



adjusted, the STATE will pay the COUNTY the applicable costs incurred by the COUNTY, including the cost of securing any necessary easements.

SECTION IV

(a) The COUNTY agrees that the existing facilities, which are to be abandoned, will become the property of the STATE's highway contractor with exceptions as noted in the attached plans. Any salvage value derived therefrom will accrue to the STATE'S highway contractor.

In WITNESS WHEREOF, each party has caused this agreement to be executed in duplicate in its name and on its behalf by its duly authorized officer as of the day and year first written.

In the presence of:

Prince George County

\_\_\_\_\_  
As to Prince George County

By: \_\_\_\_\_  
Title:

In the presence of:

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
As to the Commonwealth

By: \_\_\_\_\_  
State Right of Way & Utilities Director

650/003  
 6500 #

1989-2014  
 Parcel Boundaries

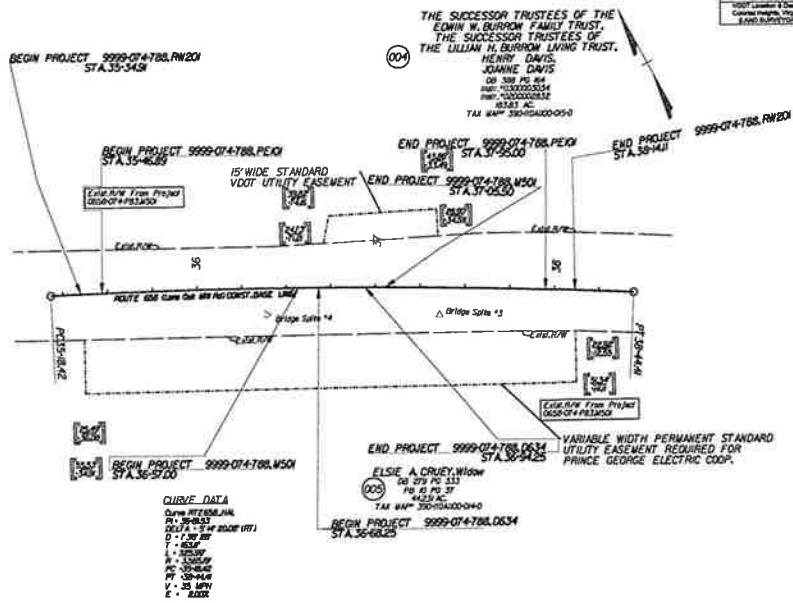
PROJECT: 9999-074-788, M501, PE01  
 RW201, D634  
 SURVEYED BY: DATE: 08/23/2011  
 DRAWN BY: DATE: 08/23/2011

(ROUTE 658)

- NOTES:
1. THIS RIGHT OF WAY SHEET REPRESENTS A FIELD RUN PERIMETER SURVEY OF THE PROPOSED R/W LIMITS. ALL OTHER ADJOINING/DEPARTING BOUNDARY LINES SHOWN ARE COMPILED FROM VARIOUS SOURCES. FOUND FIELD MONUMENTS, METES AND DEEDS, DESCRIPTIONS AND RECORDED PLATS. THE ADJOINING LINES DO NOT REPRESENT A FIELD RUN SURVEY OF THE ADJOINING PROPERTIES AND ARE A BEST FIT BASED ON COMPILED DATA. ALL ANGLES SHOWN FOR R/W TAKES AND EASEMENTS ARE APPROXIMATE ONLY.
  2. THIS PLAN SHEET WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY SHOWN HEREON.
  3. NO DETERMINATION OR LOCATION OF SUBSURFACE UTILITIES WAS PERFORMED DURING PREPARATION OF THIS PLAN.
  4. ALL OF THE PROPERTIES PHYSICAL IMPROVEMENTS ARE NOT SHOWN HEREON.
  5. BEARINGS AND DISTANCES IN PARENTHESES ARE RECORD PLAT DATA.
  6. THE INFORMATION SHOWN ON THIS PLAN SHEET WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT A BOUNDARY SURVEY.
  7. PROPERTY INFORMATION IS BASED ON DEEDS AND PLATS OF RECORD AND PHYSICAL EVIDENCE FOUND.
  8. ALL DIMENSIONATION TO BE SET UPON COMPLETION OF CONSTRUCTION.



NO.	DATE	BY	REVISION
121620	10/4/21	VA	9999-074-788, M501, PE01, RW201, D634



CURVE DATA  
 Curve RTT=268.14 ft  
 PI=368.33  
 DELTA=94° 00' 00" (97)  
 D=11.30 ft  
 L=100.00 ft  
 A=130.00 ft  
 PC=328.46 ft  
 PT=328.46 ft  
 Y=10.00 ft  
 X=100.00 ft

APPROXIMATE AREAS IN SQ. FT.		
PARCEL	15' WIDE STANDARD VDOT UTILITY EASEMENT	VARIABLE WIDTH PERMANENT STANDARD UTILITY EASEMENT REQUIRED FOR PRINCE GEORGE ELECTRIC COOP.
004	33	
005		849

Survey Control Station	
Control Station 1, D, 49' Slope Station 14 VDOT Project Coordinate (034) East (E): 1887302.813 ft. North (N): 358627.702 ft.	Control Station 1, D, 49' Slope Station 13 VDOT Project Coordinate (034) East (E): 1887302.813 ft. North (N): 358701.244 ft.

Job # / Name of Right of Way and/or Easement: 9999-074-788  
 SHEET NO: 4RW

**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

**FORM A - COVER SHEET CONTENT**

Instrument Date: 4/26/2021

Instrument Type: DE-PL

Number of Parcels: 1 Number of Pages: 10

City  County PRINCE GEORGE  
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

Grantor: \_\_\_\_\_

Grantee: 58.1-811(A) (3), 58.1-811(C) (5)

Business/Name

(Area Above Reserved For Dead Stamp Only)

1 Grantor: SCHRANER, BRENDA TRUSTEE

2 Grantor: KIRK, REBECCA TRUSTEE

1  Grantee: COMMONWEALTH OF VIRGINIA

2  Grantee: VIRGINIA DEPARTMENT OF TRANSPORTATION

Grantee Address

Name: COMMONWEALTH OF VIRGINIA

Address: ATTN: RIGHT OF WAY, 2430 PINE FOREST DRIVE

City: COLONIAL HEIGHTS State: VA Zip Code: 23834

Consideration: \$1,000.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: \_\_\_\_\_ Original Page No.: \_\_\_\_\_ Original Instrument No.: \_\_\_\_\_

Prior Recording At:  City  County \_\_\_\_\_ Percentage In This Jurisdiction: 100%

Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_ Instrument Number: \_\_\_\_\_

Parcel Identification Number/Tax Map Number: 390 (0A) 00-015-0

Short Property Description: 931 SQ FT OF UTILITY EASEMENT

Current Property Address: LONE OAK MILL ROAD

City: DISPUTANTA State: VA Zip Code: 23842

Instrument Prepared By: VDOT Recording Paid By: VDOT

Recording Returned To: VDOT RICHMOND DISTRICT

Address: ATTN: RIGHT OF WAY, C. BLAKE, 2430 PINE FOREST DRIVE

City: COLONIAL HEIGHTS State: VA Zip Code: 23834



SH 11 PAGE 13 of 14

2100 2445

**VIRGINIA LAND RECORD COVER SHEET**  
Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

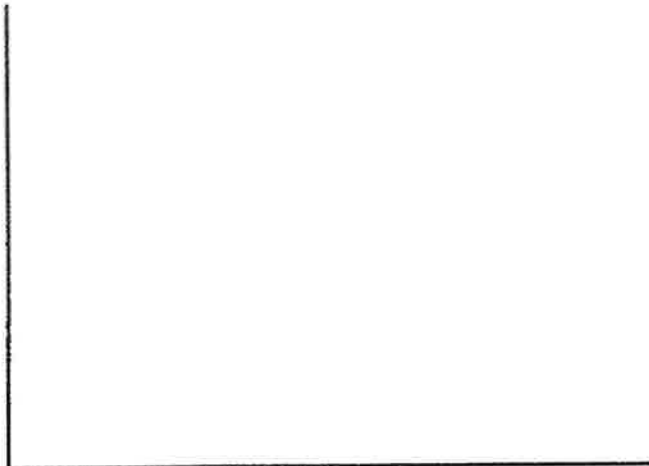
**FORM B – ADDITIONAL GRANTORS/GRANTEES**

Instrument Date: 4/26/2021

Instrument Type: DE-PL

Number of Parcels: 1 Number of Pages: 10

[ ] City  County PRINCE GEORGE  
CIRCUIT COURT



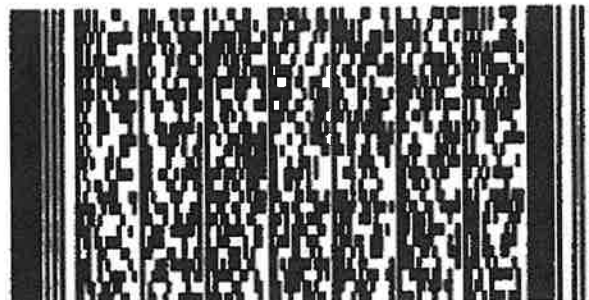
*(Area Above Reserved For Deed Stamp Only)*

**Grantor Business/Name**

- 3 Grantor: DAVIS, HENRY
- 4 Grantor: DAVIS, JOANNE
- 5  Grantor: EDWIN W BURROW FAMILY TRUST
- 6  Grantor: LILLIAN H BURROW LIVING TRUST
- Grantor: \_\_\_\_\_
- Grantor: \_\_\_\_\_
- Grantor: \_\_\_\_\_
- Grantor: \_\_\_\_\_

**Grantee Business/Name**

- Grantee: \_\_\_\_\_
- Grantee: \_\_\_\_\_
- Grantee: \_\_\_\_\_
- Grantee: \_\_\_\_\_
- Grantee: \_\_\_\_\_
- Grantee: \_\_\_\_\_
- Grantee: \_\_\_\_\_
- Grantee: \_\_\_\_\_



G-PIN #390(0A)00-015-0

SF-39  
Rev. 4/14  
UPC 111699  
Parcel 004

**PREPARED BY VDOT  
UNDER SUPERVISION OF THE  
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes  
and fees under Sections 58.1-811(A)(3),  
58.1-811(C)(5), 58.1-3315, 25.1-418,  
42.1-70, 17.1-266, and 17.1-279(E)

**THIS DEED OF EASEMENT**, made this 20 day of April, 2021, by and between BRENDA SCHRANER and REBECCA KIRK, THE SUCCESSOR CO-TRUSTEES OF THE EDWIN W. BURROW FAMILY TRUST, A ONE-QUARTER INTEREST; BRENDA SCHRANER and REBECCA KIRK, THE SUCCESSOR CO-TRUSTEES OF THE LILLIAN H. BURROW LIVING TRUST, A ONE-QUARTER INTEREST; and HENRY DAVIS AND JOANNE DAVIS, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY WITH THE RIGHT OF SURVIVORSHIP AS AT COMMON LAW, A ONE-HALF INTEREST, Grantor (even though more than one), and the COMMONWEALTH OF VIRGINIA, acting by and through the Commissioner of Highways, Grantee,

**WITNESSETH: THAT WHEREAS**, it is proposed by the Commonwealth to widen or improve State Highway Route 658, Project 9999-074-788, R201, from 0.048 Mi. NW of Rte. 627 and 0.028 Mi. NW of Stream CL to 0.017 Mi. SE of Rte. 627 and 0.025 Mi. SE of Stream CL, in the County of Prince George, Virginia; and

**WHEREAS**, in the improvement it is necessary that the Grantee enter upon the lands of the Grantor located in the aforesaid county to establish and/or relocate utility facilities on the lands herein conveyed.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its agents, permittees, successors

and assigns, the perpetual right and easement, to install, construct, operate, maintain, inspect, improve, relocate, alter, replace or remove one or more of the following, which shall collectively be referred to as "Utility Facilities":

(a) water systems for transmitting and distributing water, consisting of various size pipes, mains, service pipes, valves, manholes, water meters, vaults and appurtenances; and over, under, through, upon and across the lands and property of the Grantor adjacent to Route 658, situated in the County of Prince George, Virginia, and including the right of reasonable egress and ingress to these Utility Facilities, said easement being more particularly bounded and described as follows:

Being as shown on Sheets 4 and 4RW of the plans for Route 658 State Highway Project 9999-074-788 and beginning on the North (left) side of the Route 658 (Lone Oak Mill Road) Construction Baseline from a point in the lands of the landowner opposite approximate Station 36+71 to a point in the lands of the landowner opposite approximate Station 37+34 and containing 931 square feet in proposed utility easement as shown in **PINK**, a copy of which is attached hereto to be recorded herewith in State Highway Plat Book \_\_\_\_\_, Page \_\_\_\_\_.

**ADDITIONAL CONSIDERATION**

\$1,000.00 in full for permanent VDOT Utility easement and all appurtenances thereon, including any and all damages.

The utility easements and all utility facilities installed thereon as hereinabove described are subject to the following conditions:

1. The Grantee, its agents, permittees, successors or assigns, and the respective owners of the utility facilities ("Utility Owners") shall have full and free use of the said easement and right of way for the purposes named, and shall have all rights and privileges reasonably necessary to exercise use of the easement and right of way as their interests are set forth herein, including the right of reasonable ingress to and egress from this easement over the remaining

land of Grantor by such private roads as may now or hereafter exist on the property of Grantor. The right, however, is reserved to Grantor to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, then the Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall have such right of reasonable ingress and egress over the lands of the Grantor adjacent to the easement.

2. The Grantee, its agents, permittees, successors and assigns, and the Utility Owners shall each conduct their operations within the easement area in a manner that does not materially interfere with or is otherwise inconsistent with the other easements, rights of way or interests in land acquired hereunder. Any material interference or inconsistency between users of any joint utility easement created hereunder that is not otherwise resolved by the text of this deed shall be resolved in favor of the entity that held, prior to the recording date of this deed, the first in time easement, right of way, other interest in land or occupancy of land under a claim of right or with the apparent acquiescence of the Grantor. Notwithstanding the foregoing, should the operations of the Grantee, its agents, permittees, successors or assigns necessitate material interference with the easements, rights of way or interests of land acquired hereunder, the Grantee, its agents, permittees, successors or assigns shall, in accord with applicable law, have the right and obligation to provide a replacement easement to, or pay the relocation costs of, the affected entity, to the extent necessary to resolve such interference, provided the affected entity held an easement, right of way, other interest in land or occupancy of land under a claim of right or with the apparent acquiescence of the Grantor prior to the recording date of this deed.
3. The Grantee, its agents, permittees, successors and assigns, and the Utility Owners shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other

obstructions or facilities inside and outside the boundaries of the easement deemed to interfere with the proper and efficient use of the easement for the purposes named and/or the safe and proper operation of the utility facilities; provided, however, the Grantee, its agents, permittees, successors or assigns, or the Utility Owners, at their own expense, shall restore, as nearly as possible, the property to its original condition, including the back-filling of trenches, the replacement of curbing and asphalt pavement, and the reseeded of grass areas, but not the replacement of structures, trees, or other obstructions. The right to trim, cut and remove trees or shrubbery inside the boundaries of the easement shall be in accordance with each Utility Owner's trimming specification, e.g., in compliance with the National Electric Safety Code; Virginia State Corporation Commission Guidelines on Tree-Trimming; the Virginia Overhead High Voltage Safety Act, Va. Code §§ 59.1-406 - 59.1-414; ANSI A-300 and ANSI Z-133. Outside the boundaries of the easement, the Utility Owners may only trim, cut and remove trees or shrubbery (including but not limited to weak, diseased and/or dead vegetation) that pose a danger to the safe and reliable operation of the utility facilities in order to eliminate the hazard. All trees and limbs cut by the Grantee, its agents, permittees, successors and assigns, or the Utility Owners shall remain the property of Grantor.

4. The Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall, consistent with the purposes named, have the right to inspect, rebuild, repair, remove and relocate their respective utility facilities or any part thereof, within the easement area, and may make such changes, alterations, substitutions, additions in and to, or extensions of its facilities as it deems advisable, and consistent with the purposes named, without the prior consent of the Grantor.



5. The Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall, subject to the rights acquired herein, repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement and right of way and (b) outside the boundaries of the easement caused by the Grantee, its agents, permittees, successors or assigns, or the Utility Owners in the process of the construction, inspection, and maintenance of facilities by the Grantee, its agents, permittees, successors or assigns, and the Utility Owners, or in the exercise of their right of ingress and egress, provided that Grantor gives written notice thereof to Grantee, its agents, permittees, successors or assigns, or the Utility Owners, as appropriate, within sixty (60) days after such damage occurs.
6. The communications, electrical, gas, water and sanitary sewer systems constructed hereunder are and shall remain the property of the Grantee, its agents, permittees, successors or assigns, and the Utility Owners. The Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall, consistent with the purposes named, have the right to inspect, rebuild, repair, remove and relocate their individual utility facilities or any part thereof, within the easement area, and may make such changes, alterations, substitutions, additions in and to, or extensions of their facilities as they deem advisable, and consistent with the purposes named, without the prior consent of the Grantor. In making any such changes, alterations, substitutions, additions in and to, or extensions of its utility facilities after the initial installations for the Project herein described, the Grantee, its agents, permittees, successors and assigns, and the Utility Owners shall not install any above ground pole, cabinet, transformer, fence or appurtenance within any existing paved parking area or entrance way without the prior consent of the Grantor; such consent shall not be unreasonably withheld. Manholes, vaults, handholes and similar types of appurtenances can

be installed under paved areas and sidewalks provided they are load-bearing and are set flush with the existing pavement or sidewalk.

7. The Grantor, his successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby acquired , provided such use does not interfere with the Grantee, its agents, permittees, successors or assigns, or the Utility Owners, in their exercise of any of the rights acquired hereunder. Grantor shall not have the right to construct any building, structure, or other above-ground obstruction or to change the existing ground elevation, or to impound any water, on the easement; provided, however, Grantor may construct on the easement fences, landscaping (subject, however to the tree trimming rights in Paragraph 3 hereof), paving, sidewalks, curbing, gutters, street signs, and below-ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs and below-ground obstructions do not interfere with the Grantee, its agents, permittees, successors or assigns, or the Utility Owners, in their exercise of any of its rights acquired hereunder. In the event such use by the Grantor does interfere with the exercise of any of the rights acquired by the Grantee, its agents, permittees, successors or assigns, or the Utility Owners hereunder, the Grantee, its agents, permittees, successors or assigns, and the Utility Owners may, in their reasonable discretion, relocate such of its utility facilities as may be practicable to a new site designated by Grantor and acceptable to the Grantee, its agents, permittees, successors or assigns, and the Utility Owner. In the event any such facilities are so relocated, Grantor shall reimburse the Grantee, its agents, permittees, successors or assigns, or the Utility Owners for the cost thereof and convey to the Grantee, its agents, permittees, successors or assigns, and the Utility Owners an equivalent easement at the new site.

Grantee shall have the right to assign or permit usage of this easement, or portions thereof, said assignment and usage to be only for the purposes and subject to the limitations set forth herein.

The Grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect their property have been fully explained to them or their authorized representative.

Grantor covenants that they are seized of the property and has the right to convey the easement and the rights and privileges herein conveyed to Grantee and that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement and the rights and privileges hereby granted.

The Grantor covenants and agrees for themselves, their heirs, successors and assigns that they have been made aware of their right to receive just compensation for the easement herein conveyed, and that the considerations aforementioned and paid to them shall be in lieu of any and all claims to compensation and damages, if any, by reason of the location, construction, operation and maintenance of the utility facilities described herein.

**[Signature page to follow]**

WITNESS the following signatures and seals:

BRENDA SCHRANER, THE SUCCESSOR CO-TRUSTEE OF THE EDWIN W. BURROW FAMILY TRUST, A ONE-QUARTER INTEREST

Brenda B Schraner (SEAL)  
Brenda Schraner

COMMONWEALTH OF VIRGINIA

City/County of Prince George, to-wit;

The foregoing instrument was acknowledged before me this 26 day of April, 2021,  
by Brenda Schraner, The Successor Co-Trustee of the Edwin W. Burrow Family Trust.

Haley Robertson  
Notary Public

My Commission expires 4/30/2022  
Notary Registration No.: 7783518



REBECCA KIRK, THE SUCCESSOR CO-TRUSTEE OF THE EDWIN W. BURROW FAMILY TRUST, A ONE-QUARTER INTEREST

Rebecca Kirk (SEAL)  
Rebecca Kirk

COMMONWEALTH OF VIRGINIA

City/County of Prince George, to-wit;

The foregoing instrument was acknowledged before me this 5 day of May, 2021,  
by Rebecca Kirk, The Successor Co-Trustee of the Edwin W. Burrow Family Trust.

Haley Robertson  
Notary Public

My Commission expires 4/30/2022  
Notary Registration No.: 7783518



BRENDA SCHRANER, THE SUCCESSOR CO-TRUSTEE OF THE LILLIAN H. BURROW LIVING TRUST, A ONE-QUARTER INTEREST

Brenda B Schraner (SEAL)  
Brenda Schraner

COMMONWEALTH OF VIRGINIA

City/County of Prince George, to-wit;

The foregoing instrument was acknowledged before me this 26 day of April, 2021,  
by Brenda Schraner, The Successor Co-Trustee of the Lillian H. Burrow Family Trust.

Haley Robertson  
Notary Public

My Commission expires 4/30/2022  
Notary Registration No.: 7783518



REBECCA KIRK, THE SUCCESSOR CO-TRUSTEE OF THE LILLIAN H. BURROW LIVING TRUST, A ONE-QUARTER INTEREST

Rebecca Kirk (SEAL)  
Rebecca Kirk

COMMONWEALTH OF VIRGINIA

City/County of Prince George, to-wit;

The foregoing instrument was acknowledged before me this 5 day of May, 2021,  
by Rebecca Kirk, The Successor Co-Trustee of the Lillian H. Burrow Family Trust.

Haley Robertson  
Notary Public

My Commission expires 4/30/2022  
Notary Registration No.: 7783518



HENRY DAVIS and JOANNE DAVIS

Henry Davis (SEAL)  
Henry Davis

Joanne Davis (SEAL)  
Joanne Davis

COMMONWEALTH OF VIRGINIA

COUNTY OF Prince George

The foregoing instrument was acknowledged before me this 26 day of April  
2021, by Henry Davis and Joanne Davis.

Haley Robertson  
Notary Public

My Commission expires 4/30/2022

Notary Registration No.: 7783518



INSTRUMENT 210002445  
RECORDED IN THE CLERK'S OFFICE OF  
PRINCE GEORGE CIRCUIT COURT ON  
JUNE 4, 2021 AT 09:54 AM  
BISHOP KNOTT, CLERK  
RECORDED BY: WRG