



XVIII.

Agenda Item

County of Hanover

Board Meeting: August 26, 2015

Subject: Public Hearing – Consideration of a Resolution Authorizing the Acquisition by Condemnation, if Necessary, of Certain Specified Temporary and Permanent Property Interests on GPIN 7796-85-3983 for the Purpose of Constructing a Roadway and Other Related Improvements
Magisterial District: Chickahominy

**Summary of
Agenda Item:**

This is a public hearing to provide the public with an opportunity to comment on the proposed acquisition and to consider a proposed resolution authorizing the acquisition by condemnation, if necessary, of certain specified temporary and permanent property interests on portions of GPIN 7796-85-3983, for the purpose of constructing a roadway and other related improvements, and entry upon the property for the purpose of beginning construction before the conclusion of condemnation proceedings.

The proposed acquisition is necessary in order to begin construction of the Atlee Road Extended Project in order to improve traffic flow in the Atlee Road/Atlee Station Road corridors. Atlee Road will be extended to connect with Atlee Station Road, and a bridge will be constructed over the CSX rail line, allowing the existing at-grade crossing on Cool Spring Road to be closed. The proposed project is part of the Virginia Department of Transportation's Secondary Six-Year Plan and Six-Year Improvement Program and Hanover County's Capital Improvement Plan and Major Thoroughfare Plan.

Public Works began negotiating with the landowner over seven months ago, but has been unsuccessful in its efforts to negotiate the purchase of the property interests.

**County
Administrator's
Recommended
Board Motion:**

Motion to adopt the proposed resolution to authorize the acquisition by condemnation, if necessary, of certain specified temporary and permanent property interests on portions of GPIN 7796-85-3983 for the purpose of constructing a roadway and other related improvements

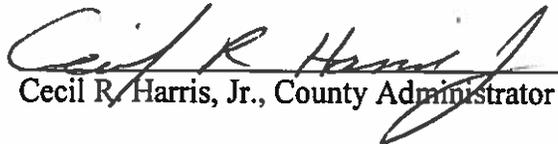
**PUBLIC HEARING NOTICE
HANOVER COUNTY BOARD OF SUPERVISORS**

The Hanover County Board of Supervisors will hold a public hearing on **Wednesday, August 26, 2015 at 7:00 p.m.** in the Board meeting room at the Hanover County Administration Building, 7516 County Complex Road, at Hanover Courthouse, Hanover, Virginia, on the following resolution being proposed for adoption:

A RESOLUTION TO AUTHORIZE THE ACQUISITION BY CONDEMNATION, IF NECESSARY, OF CERTAIN SPECIFIED TEMPORARY AND PERMANENT PROPERTY INTERESTS ON A PORTION OF GPIN 7796-85-3983, FOR THE PURPOSE OF CONSTRUCTING A ROADWAY AND OTHER RELATED IMPROVEMENTS, IN ACCORDANCE WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION'S SECONDARY SIX-YEAR PLAN AND SIX-YEAR IMPROVEMENT PROGRAM AND HANOVER COUNTY'S CAPITAL IMPROVEMENT PLAN AND MAJOR THOROUGHFARE PLAN, AND TO ENTER UPON THE PROPERTY TO BE ACQUIRED AND INITIATE CONSTRUCTION BEFORE THE CONCLUSION OF THE CONDEMNATION PROCEEDINGS PURSUANT TO VIRGINIA CODE SECTIONS 15.2-1904 AND 15.2-1905(C) AND CHAPTER 3 OF TITLE 25.1 (SECTIONS 25.1-300 *ET SEQ.*)

A complete copy of the proposed resolution and related information is available at the office of the County Administrator any regular working day between 8:30 a.m. and 5:00 p.m.

All persons wishing to comment on the proposal may appear at the stated time and place.


Cecil R. Harris, Jr., County Administrator

Publish: August 6, 2015 and August 13, 2015

VIRGINIA: At a regular meeting of the Board of Supervisors for Hanover County held in the Boardroom of the Hanover County Administration Building on the 26th day of August 2015, at 7:00 p.m.

Present: [list of members present]

RESOLUTION

A RESOLUTION TO AUTHORIZE THE ACQUISITION BY CONDEMNATION, IF NECESSARY, OF CERTAIN SPECIFIED TEMPORARY AND PERMANENT PROPERTY INTERESTS ON A PORTION OF GPIN 7796-85-3983, FOR THE PURPOSE OF CONSTRUCTING A ROADWAY AND OTHER RELATED IMPROVEMENTS, IN ACCORDANCE WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION'S SECONDARY SIX-YEAR PLAN AND SIX-YEAR IMPROVEMENT PROGRAM AND HANOVER COUNTY'S CAPITAL IMPROVEMENT PLAN AND MAJOR THOROUGHFARE PLAN, AND TO ENTER UPON THE PROPERTY TO BE ACQUIRED AND INITIATE CONSTRUCTION BEFORE THE CONCLUSION OF THE CONDEMNATION PROCEEDINGS PURSUANT TO VIRGINIA CODE SECTIONS 15.2-1904 AND 15.2-1905(C) AND CHAPTER 3 OF TITLE 25.1 (SECTIONS 25.1-300 *ET SEQ.*)

WHEREAS the Virginia Department of Transportation ("VDOT"), has proposed certain roadway improvements in the Chickahominy District as part of the Atlee Road Extended Project in order to improve traffic flow in the Atlee Road/Atlee Station Road corridors; and

WHEREAS the Atlee Road Extended Project is identified in VDOT's Secondary Six-Year Plan and Six-Year Improvement Program and Hanover County's Capital Improvement Plan, and Atlee Road is shown as a 4-lane Major Collector on Hanover County's Major Thoroughfare Plan; and

WHEREAS, the proposed road improvements are planned, designed and located in a manner which will be most compatible with the greatest public good, the safest engineering design and the least private property injury; and

WHEREAS, no more private property may be acquired than that which is necessary to achieve the stated public use; and

WHEREAS the Atlee Road Extended Project is necessary to the public health, safety, peace, good order, comfort, convenience, and welfare of the County; and

WHEREAS the project design for the Atlee Road Extended Project requires acquisition of certain right-of-way and easement interests for the construction of a roadway and other improvements and utility relocation required as a result of the proposed improvements; and

WHEREAS the County has reviewed the acquisition for purposes of complying with Section 1-219.1 of the Virginia Code and has certified that the acquisition is for the possession, ownership, occupation, and enjoyment of the property by the public, for the purposes of construction and maintenance of public facilities including public roads, drainage facilities, and other improvements; and

WHEREAS the County has made a bona fide but ineffectual effort to purchase the necessary right-of-way and easements for public road, drainage, and utility purposes at fair market value as determined by a licensed appraiser, and the County and land owner have been unable to reach an agreement because the County and land owner cannot agree on the compensation to be paid; and

WHEREAS it is now necessary to enter upon the property to install the facilities and improvements prior to the completion of condemnation proceedings;

NOW, THEREFORE, BE IT RESOLVED BY THE HANOVER COUNTY BOARD OF SUPERVISORS:

1. That a portion of the property is to be acquired for construction and maintenance of public roadway improvements and other related improvements, including a new roadway for the purpose of improving traffic flow in the Atlee Road/Atlee Station Road corridors.
2. That the Board declares this use to constitute an authorized public undertaking pursuant to Section 15.2-1901.1 of the Code of Virginia (1950), as amended; and it is further declared that the acquisition and use of the property by the County, as described herein, will constitute a public use as defined by Section 1-219.1 of the Code of Virginia (1950), as amended, and that said public use is hereby approved.
3. That a public necessity exists for the acquisition of such private property for the aforesaid public uses for the reasons set forth in the preamble of this Resolution.

4. That acquisition of the right-of-way and easements, as shown on the attached plats entitled “Compiled Plat Showing Proposed Variable Width Right of Way and Easements Across the Property of Raymond W. Yarbrough, GPIN 7796-85-3983” located in the Chickahominy District, Hanover County, Virginia, dated August 9, 2013 and revised July 7, 2015 and prepared by Timmons Group (“Exhibit A”), and “Site Plan Reference: Hanover DOT Proj 0638-042-R60, Address 9351 Atlee Station Road” and prepared by Verizon Virginia, LLC (“Exhibit B”), the terms and conditions of which are described in the attached Deed - Road Project to Hanover County (“Exhibit C”), Deed of Easement to Hanover County (“Exhibit D”), Deed of Easement to Commonwealth of Virginia (“Exhibit E”) and Verizon Deed of Easement (“Exhibit F”), for the public roadway and related facilities is declared to be necessary for a public use and an authorized public undertaking pursuant to Virginia Code Sections 15.2-2109 and Chapter 19 of Title 15.2 (15.2-1900 *et seq.*) of the Code of Virginia (1950), as amended.
5. That it is necessary to enter upon the property and take possession of the aforesaid portion of and rights in the property for the purposes described above to begin construction of the roadway and drainage facilities and other improvements prior to the completion of condemnation proceedings in order to adhere to the project schedule. Therefore, the County declares its intent to so enter and take the Property under those powers granted pursuant to Sections 15.2-1902, 15.2-1904 and 25.1-300 *et. seq.* of the Code of Virginia (1950), as amended.
6. The County elects to use the procedures set forth in Section 25.1-300 *et seq.*, as authorized by Sections 15.2-1902 and 15.2-1904 and the procedures and provisions of Sections 33.2-1007 through 33.2-1011, 33.2-1014, and 33.2-1017 of the Code of Virginia (1950), as amended, as authorized by Section 15.2-1902(4).
7. The County declares and finds that no more private property will be acquired than that which is necessary to achieve the stated public use.
8. That Hanover County shall, upon the deposit of compensation in the amount of the County’s appraisals and in compliance with all statutory requirements, including the recordation of a certificate of take with the Clerk of the Circuit Court of Hanover County,

enter upon the property of the land owner named herein and take possession of the property prior to the conclusion of condemnation proceedings.

9. That, based upon appraisals by a licensed appraiser, Hanover County has determined that the fair value due to the land owner for the property interests to be acquired for public purposes is as follows:

Land Owner	GPIN	Property Interests to be Acquired	Appraised Value Including Damage
Raymond W. Yarbrough	7796-85-3983	Fee simple right of way Permanent joint-use utility easement Permanent water and sanitary sewer easement Temporary construction easement	\$46,200 (including \$26,930 in damage to residue)

10. That the ownership of the property interests to be acquired is as stated in paragraph 6 herein.
11. That the County Administrator or his designee shall deposit with the Clerk of the Circuit Court of Hanover County, to the credit of the land owner named above, the applicable appraised fair value of the property interests, as listed in paragraph 6 herein and simultaneously record a certificate of take with the Clerk of the Circuit Court of Hanover County.
12. That the County Administrator or his designee shall mail a certified copy of this resolution to the land owner.
13. That the County Attorney or his designee is authorized and directed to acquire the property interests for public use by condemnation or other means, and to institute and conduct condemnation proceedings to acquire the property interests from the land owner named herein in the manner authorized and provided by Chapter 19 of Title 15.2 (Sections 15.2-1900 *et seq.*), and Chapters 2 and 3 of Title 25.1 (Sections 25.1-200 *et seq.* and 25.1-300 *et seq.*) of the Code of Virginia (1950) as amended.
14. That the County Administrator or his designee may also continue to negotiate acquisition of the property interests, subject to approval by the Board of Supervisors.

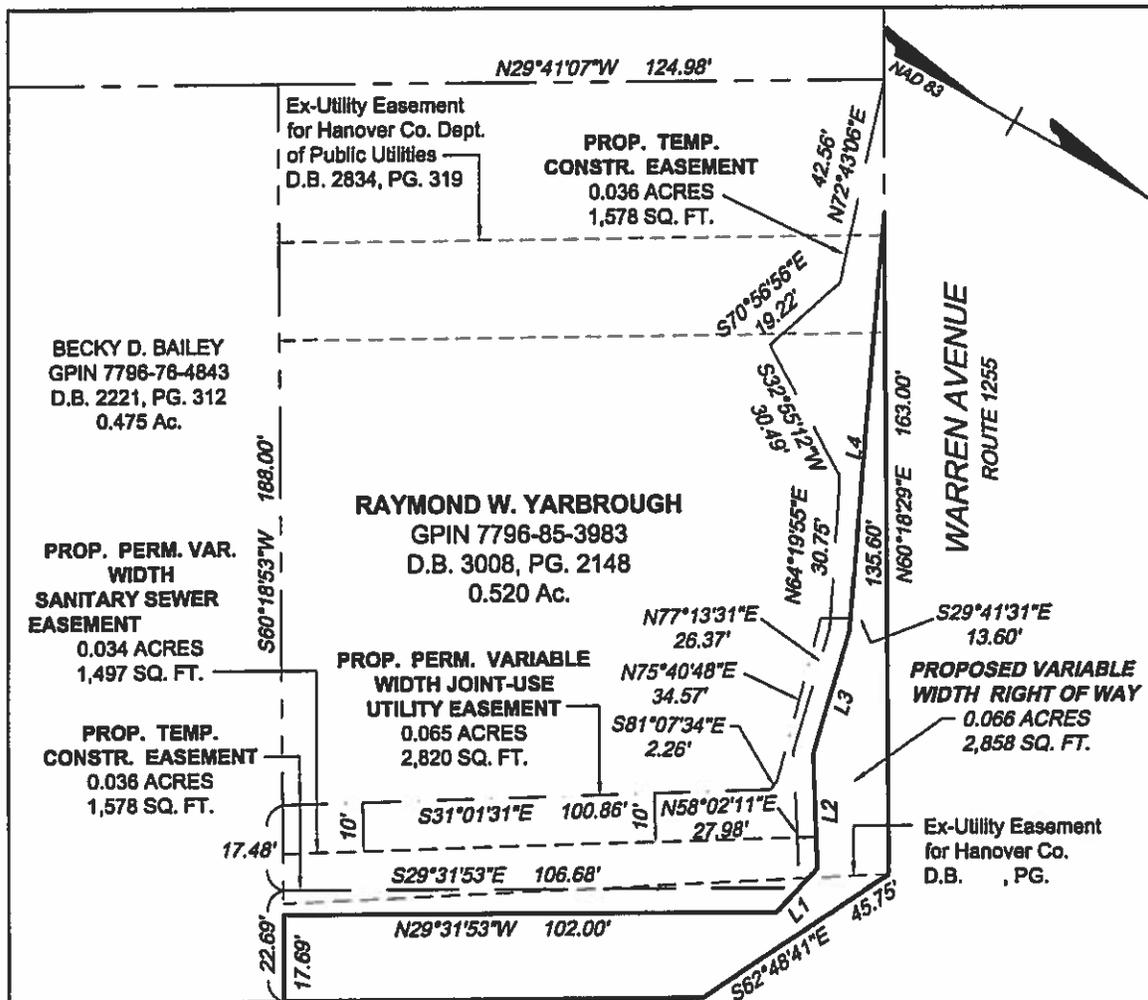
On motion of _____, seconded by
_____, the members of the Board of Supervisors voted to approve
this Resolution, as follows:

[list of board members and votes]

Public Hearing: _____

Adopted: _____

Cecil R. Harris, Jr., Clerk
Hanover County Board of Supervisors

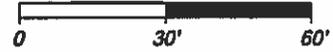


S29°41'13"E 86.69'

ATLEE STATION RD.

STATE ROUTE 637
VARIABLE WIDTH RW

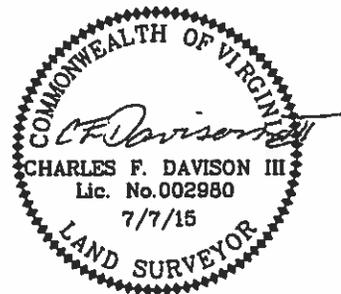
SCALE 1"=30'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N76°28'57"W	12.17'
L2	S58°31'03"W	23.55'
L3	S77°13'31"W	26.16'
L4	S65°30'15"W	86.11'

NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE BINDER, THEREFORE ALL EXISTING EASEMENTS MAY NOT BE SHOWN.
2. IMPROVEMENTS NOT SHOWN ON THIS PLAT.
3. PARCEL ACREAGE, IF PROVIDED, ARE BASED ON INFORMATION PROVIDED BY HANOVER COUNTY REAL ESTATE ASSESSMENTS. THEY HAVE NOT BEEN ADJUSTED TO REFLECT ANY PROPOSED RIGHT-OF-WAY ACQUISITIONS FROM THIS PLAT AND MAY NOT NECESSARILY AGREE WITH COMPUTED AREAS OR RECORDED DEEDS.



COMPILED PLAT SHOWING
PROPOSED VARIABLE WIDTH RIGHT-OF-WAY
AND EASEMENTS
ACROSS THE PROPERTY OF
RAYMOND W. YARBROUGH
GPIN 7796-85-3983

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS.	District: Chickahominy	County: Hanover
		Date: August 9, 2013	Scale: 1" = 30'
		Sheet 1 of 1	J.N.: 31590
		Drawn by: C. Davison	Revised 7/7/15 Esm't.

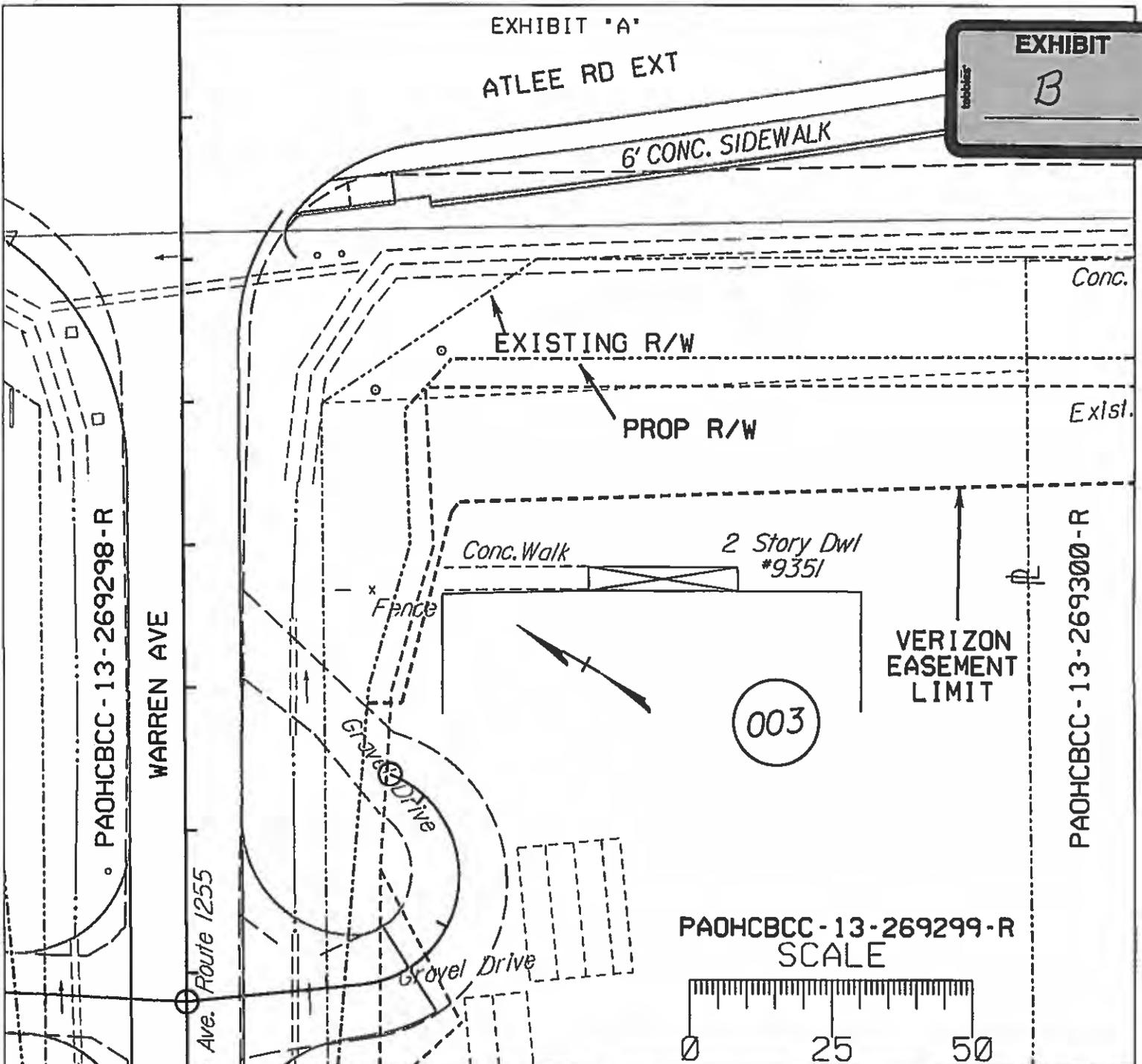
TIMMONS GROUP

EXHIBIT
A

EXHIBIT "A"
ATLEE RD EXT

EXHIBIT

B



PA0HCBC-13-269299-R
SCALE



SITE PLAN REFERENCE: HANOVER DOT PROJ 0638-042-R60

ADDRESS 9351 ATLEE STATION ROAD

VERIZON VIRGINIA INC. EASEMENT EXHIBIT "A"	GRANTOR/OWNER. YARBROUGH, RAYMOND W	COUNTY: HANOVER MAGISTERIAL DIST.: CHICKAHOMINY			
---R--- DENOTES R AND/OR R/W ---- LIMITS OF RIGHT-OF-WAY	ADDRESS: 9351 ATLEE STATION ROAD MECHANICSVILLE VA 23116	TAX MAP NO.: PROPERTY ID: 7796-85-3983			
E.A.: TOD LIVINGSTON PHONE NO.: 804/772-4458	CONTACT TEL. NO.: GRANTOR:	DEED BOOK: 3008 PAGE: 2148			
CENTRAL OFFICE: MECH. VZ ROW NUMBER: 269299 COVER SHEET NUMBER:	GRANTOR:	GRSM 7904	SH 5	E-W E	N-S PG 1 OF 1
GRANTOR:	PLAT BOOK: ROUTE: WORK ORDER: 6A0A95V				

Prepared under the supervision of:
Rebecca B. Randolph, Assistant County Attorney (VSB No. 68564)
Hanover County
7516 County Complex Road
Hanover, VA 23069

Title Insurance: Stewart Title and Guaranty Company

Return To: KDR Real Estate Services, Inc., 2500 Grenoble Road, Richmond, VA 23294

GPIN 7796-85-3983

Consideration: \$ _____

Exempt from recordation taxes and fees under Sections 58.1-801, 58.1-802, and 17.1-279(A) of the Code of Virginia, 1950, as amended, pursuant to Sections 58.1-811(A)(3) and (C)(5), and 17.1-279(E).

DEED
ROAD PROJECT

THIS DEED is entered into _____, 20___, by **RAYMOND W. YARBROUGH**, GRANTOR, and **HANOVER COUNTY**, a political subdivision of the Commonwealth of Virginia, GRANTEE (the "County").

WITNESSETH:

In consideration of the sum of \$ _____ paid by the Grantee to the Grantor, receipt of which is acknowledged, the Grantor conveys to the Grantee in fee simple, with **GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, the real estate located in the ChickahominyMagisterial District in Hanover County, Virginia, and described as follows:

The real estate designated "PROPOSED VARIABLE WIDTH RIGHT OF WAY 0.066 ACRES 2,858 SQ.FT." on a plat by TIMMONS GROUP dated August 9, 2013, revised August 12, 2014, titled "COMPILED PLAT SHOWING PROPOSED VARIABLE WIDTH RIGHT-OF-WAY AND EASEMENTS ACROSS THE PROPERTY OF RAYMOND W. YARBROUGH, GPIN 7796-85-3983" ("the Plat"), a copy of which is attached to, incorporated in, and recorded with this deed. Reference is made to the Plat for a more complete description of the real estate.

Together with a 1,578 square foot temporary construction easement ("the Easement") designated "PROP. TEMP. CONSTR. EASEMENT 0.036 ACRES 1,578 SQ. FT." on the Plat. The Easement shall be used for all purposes related to road, traffic, and related drainage improvements, and construction thereof, including

Return to:
Hanover County Department of Public Works
P.O. Box 470
Hanover, VA 23069

Page 1 of 4

Approved as to form – County Attorney's

Fcc



access during construction.

Being a portion of the same property conveyed to Raymond W. Yarbrough, by Deed from James L. Elkins, Sr., Betty J. Elkins, and James L. Elkins, Jr., dated August 18, 2011, and recorded September 1, 2011, in Deed Book 3008, page 2148, in the Office of the Clerk of the Circuit Court of the County of Hanover.

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

The Grantor covenants that it has the right to convey the land to the Grantee, that it has done no act to encumber the same and that it will execute such further assurance of the same as may be requisite.

The Grantor covenants and agrees for itself, its heirs, successors and assigns, that the consideration stated above shall be in lieu of any and all claims to compensation for land, and for damages, if any, to the remaining lands of the Grantor which may result by reason of the use to which the Grantee will put the land to be conveyed, including such drainage facilities as may be necessary.

The signature and seal of the Grantor are set out below in acknowledgment of this conveyance.

SIGNATURES ON FOLLOWING PAGES

GRANTOR

RAYMOND W. YARBROUGH

CITY/COUNTY OF _____,
STATE/ COMMONWEALTH OF _____,

The foregoing instrument was acknowledged before me _____, 20____, by
Raymond W. Yarbrough, III, Grantor.

My commission expires: _____

Notary registration number: _____

Notary Public

Approved as to substance:

Approved as to form:

Name: _____
Director of Public Works or designee

County Attorney or designee

This Deed is accepted by Hanover County, Virginia, pursuant to Va. Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of Hanover County.

Date: _____

Name: _____ (SEAL)
County Administrator or Deputy County Administrator

COUNTY OF HANOVER
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20____, by _____, County Administrator or Deputy County Administrator, on behalf of Hanover County, Virginia.

My commission expires: _____

Notary registration number: _____

Notary Public

Prepared under the supervision of:
Rebecca B. Randolph, Assistant County Attorney (VSB No. 68564)
Hanover County
7516 County Complex Road
Hanover, VA 23069

Title Insurance: Stewart Title Insurance and Guaranty Company

Return To: KDR Real Estate Services, Inc., 2500 Grenoble Road, Richmond, VA 23294

GPIN 7796-85-3983

Exempt from recordation taxes and fees under Sections 58.1-801, 58.1-802, and 17.1-279(A) of the Code of Virginia, 1950, as amended, pursuant to Sections 58.1-811(A)(3) and (C)(5), and 17.1-279(E).

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this ____ day of _____, 201_,
between RAYMOND W. YARBROUGH ("Grantor"); and THE COUNTY OF HANOVER,
VIRGINIA, (the "County"), P.O. Box 470, Hanover, VA 23069.

WITNESSETH:

WHEREAS the Grantor is the sole owner and proprietor of the property shown on the attached plat (Exhibit "A"), having acquired said property by deed recorded among the land records in the Office of the Clerk of the Circuit Court of Hanover County, Virginia, in Deed Book 3008 at page 2148; and

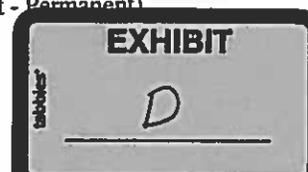
WHEREAS the Grantor desires to grant and convey unto Hanover County a permanent water and sanitary sewer easement, as shown on Exhibit "A" and as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the County, its successors and assigns, a permanent water and sanitary sewer easement as shown on the attached plat entitled "COMPILED PLAT SHOWING PROPOSED VARIABLE WIDTH RIGHT-OF-WAY AND EASEMENTS ACROSS THE PROPERTY OF RAYMOND W. YARBROUGH,

Prepared By & Return To:
Hanover County Department of Public Utilities
P.O. Box 470
Hanover, Virginia 23069-0470

1

eFORM1427A
(Deed of Easement - Permanent)



GPIN 7796-85-3983, located in the Chickahominy District, Hanover County, Virginia," dated August 9, 2013, revised August 12, 2014, and prepared by TIMMONS GROUP (Exhibit "A"), and known as GPIN 7796-85-3983.

THE EASEMENT shall be for the purpose of constructing, operating, and maintaining water and/or sanitary sewer utilities.

Said easement is subject to the following conditions:

1. All material, structures, pipes, manholes, inlet structures, and appurtenant facilities installed in the permanent easement ("facilities") shall remain the property of the County, its successors, and assigns. The County shall have the right at any time and from time to time, to construct, maintain, inspect, operate, protect, replace, repair, change the size of, remove, relocate, and improve all such facilities. The Grantor shall leave all such facilities undisturbed. No charge shall be made at any time for the use or occupancy of this easement by the County, its successors, or assigns.

2. The County and its agents shall have full and free use of the easement for the purposes named, and shall have all rights and privileges reasonably necessary to the utilization of the easement, including but not limited to the right of ingress to and egress from this easement over 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, the County shall have such right of ingress and egress over the lands of Grantor adjacent to the easement when access is necessary for maintenance purposes; provided, however, that this right of access shall not be deemed to limit the use of the property in any lawful manner. The County shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to Grantor.

3. The County shall have the right to trim, cut, and remove any trees, shrubbery, fences, structures, or other obstructions or facilities in the easement being conveyed and deemed by the County to interfere with the proper and efficient use of the easement for the purposes stated.

4. This Deed shall be binding upon the Grantor, its heirs, successors, and assigns.

5. Grantor covenants and agrees that all roads, utilities, or subsequent easements granted or constructed across this property will intersect the permanent easement granted herein only if reasonably necessary and then only at right angles or, if this is not reasonably possible, they shall, to the greatest extent possible, be granted or constructed in such a manner as to limit the amount of encroachment onto the permanent easement.

6. Following the exercise of any right granted by this deed, the County shall promptly return the property to its prior condition to the extent reasonably possible consistent with the particular facility or improvement constructed, repaired, replaced, or relocated, except as specified in paragraph 3.

WITNESS the following signatures and seals:

By: _____ (SEAL)
Name (printed): _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me _____, 20___, by
Raymond W. Yarbrough, Grantor.

My commission expires: _____

Notary Registration No.: _____

Notary Public

Approved as to form:

Approved as to substance:

County Attorney or Designee

Name: _____
Title: _____

This Deed is accepted by Hanover County, Virginia, pursuant to Va. Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of Hanover County.

Date: _____

County Administrator/Deputy County Administrator

COMMONWEALTH OF VIRGINIA,
COUNTY OF HANOVER, to-wit:

The foregoing instrument was acknowledged before me _____, 20____, by _____, County Administrator/Deputy County Administrator, on behalf of Hanover County, Virginia.

My commission expires: _____

Notary Registration No.: _____

Notary Public

G-PIN #7796-85-3983

SF-39
Rev. 9/12
UPC 98236
Parcel 003

**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 _____ day of _____, 2014, by and between
RAYMOND W. YARBROUGH, Grantor, 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 0638, Project 0638-042-R60, R201, from 0.234 MI. NORTH OF BUCKINGHAM
BRANCH RAILROAD to 0.244 MI. SOUTH OF BUCKINGHAM BRANCH RAILROAD in the County
of Hanover, 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) communication systems, including, but not limited to telephone, cable television and high speed
internet services, consisting of buried cables, buried wires, posts, terminals, pedestals, vaults, conduits,
manholes, handholes, and related above-ground facilities including, but not limited to, cables, wires, poles,



posts, terminals, location markers, cabinets, equipment housings, remote terminal units, and other appurtenances as may be from time to time required;

(b) gas systems for transmitting and distributing natural gas, consisting of various size gas pipelines, or pipelines, service pipes, valves, regulators and accessories, including wire or fiber optic communication cables;

over, under, through, upon and across the lands and property of the Grantor adjacent to Route 0638, situated in the County of Hanover, Virginia, and including the right of reasonable egress and ingress to these Utility Facilities, said easement being more particularly bounded and described as follows:

Parcel 003

Being as shown on plat entitled "COMPILED PLAT SHOWING PROPOSED VARIABLE WIDTH RIGHT-OF-WAY AND EASEMENTS ACROSS THE PROPERTY OF RAYMOND W. YARBROUGH, GPIN 7796-85-3983" and identified as "PROP. PERM. VARIABLE WIDTH JOINT-USE UTILITY EASEMENT" containing 0.065 ACRES (2,820 SQ. FT) in area, a copy of which is recorded simultaneously herewith.

Being a portion of the same land conveyed by Deed from James L. Elkins, Sr., Betty J. Elkins, and James L. Elkins, Jr., dated August 18, 2011, and recorded September 1, 2011, in Deed Book 3008, page 2148, in the Office of the Clerk of the Circuit Court of the County of Hanover.

Further, reference is also made to a photocopy of Sheet No. 3 showing outlined in PINK the VDOT joint utility easement, which photocopy is hereto attached as a part of this conveyance and recorded simultaneously herewith in the State Highway Plat Book _____, Page _____.

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 reseeding 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.

8. The 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.

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 his property have been fully explained to him or his authorized representative.

Grantor covenants that he is 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 himself, his heirs, successors and assigns that he has been made aware of his right to receive just compensation for the easement herein conveyed, and that the considerations aforementioned and paid to him 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.

WITNESS the following signature and seal:

Raymond W. Yarbrough (SEAL)

(SEAL)

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2014, by Raymond W. Yarbrough.

My Commission expires _____.

Notary Registration No.: _____.

Notary Public

Parcel I.D. NO.: 7796-85-3983
ROW Tracking No.: PAOHCBC-13-269299-R

VDOT Project No.: 0638-042-R60
Verizon W.O. NO. 6A0A95V



After Recording Return To:
VERIZON VIRGINIA LLC .
2600 Brittons Hill Road
Richmond, VA 23230

Parcel No.: 003

Document Prepared By:
VERIZON VIRGINIA LLC .
2600 Brittons Hill Road
Richmond, VA 23230

TAX MAP PARCEL I.D. NO:
7796-85-3983

DEED OF EASEMENT

THIS DEED OF EASEMENT made this _____ day of _____, 20____, by and between _____, herein after called Grantor and Verizon Virginia LLC., a Virginia corporation, its successors, assigns lessees and agents, herein after called Grantee and POWER COMPANY, its successors or assigns (the "Power Company"), herein after called Grantee.

WITNESSETH:

For and in consideration of ONE Dollar (\$1.00) cash in hand paid unto Grantor and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors, assigns, lessees and agents, a perpetual non-exclusive easement and right of way (the "Easement") to install, construct, operate, maintain, inspect, improve, relocate, alter, replace and remove a communication system consisting of such poles, fixtures, braces, guys, anchors, wires, cables, pole - mounted cabinets, buried cable, buried wires, vaults, conduits, manholes, handholes, and related above-ground facilities, including but not limited to, posts, terminals, location markers, equipment housings, electronic equipment housings, remote terminal units, cabinets, power generators and other appurtenances (the "Facilities"), as Grantee may from time to time require, upon, under, across and over Grantor's real property being located in the District of Chickahominy County of Hanover , Commonwealth of Virginia more particularly identified as LOT 4, BLOCK B ATLEE MANOR, (the Property) as shown and described on a plat identified as Exhibit "A", numbered PAOHCBC-13-269299-R attached hereto and made a part hereof (the "Easement Area").

Said Easement is hereby granted and conveyed unto Grantee together with the following rights and covenants:

- (i) Grantee shall have the right of ingress and egress over, upon and across the Property, including Grantor's private roads, to and from the communications system and Easement, including the right to temporarily open and close fences, for the purposes of exercising the rights herein granted.
- (ii) Grantee shall have the right to trim, cut and remove trees, shrubbery, undergrowth and other obstructions within the Easement Area which interfere with or threaten the efficient and safe operation, construction or maintenance of it facilities or impedes the access thereto.
- (iii) Grantee shall have the right to install a paved or gravel entranceway (including necessary drainage facilities) from any adjoining public or private roadway and shall have the right to install a paved or gravel parking area within the Easement.



TAX MAP PARCEL I.D. NO:
7796-85-3983



DEED OF EASEMENT

- (iv) The communications system constructed hereunder is and shall remain the property of the Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, remove and relocate its communications system, 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 without the prior consent of the Grantor.
- (v) Grantor grants and conveys to Provider of Electric Power, its successors and assigns an easement and right-of-way (the "Power Company Easement") upon Grantor's lands to construct, operate and maintain an electric utility system consisting of such buried cables, buried conductors, conduits, handholes, transformers, terminals, grounding apparatus, metering equipment, and other appurtenances as may be required to provide electric utility service to support the communications system. The Power Company easement area shall overlap the Easement Area granted hereunder in its entirety.
- (vi) During periods of actual construction, Grantee shall have the temporary right to use Grantor's property lying adjacent to the Easement Area.
- (vii) Grantor, its successors and assigns, may use said easement for any purpose not inconsistent with the rights hereby granted, including but not limited to, the right to construct and maintain private roadways, sidewalks, parking lots and fences within the Easement Area; provided such use does not interfere with the safe and efficient construction, operation or maintenance of the communications system or impedes access thereto and further provided that such use by Grantor is not inconsistent with any laws, ordinances or codes pertaining to the construction, operation or maintenance of such communications system and to which Grantor is subject.
- (viii) Grantee, its successors and assigns hereby agree to indemnify and save harmless Grantor, its officers, agents and employees from any and all claims, demands, damages, including death, and liability of every kind and nature whatsoever that arise solely from the acts or omissions of Grantee in exercising its rights granted herein .
- (ix) The Grantee, after constructing, inspecting or maintaining its facilities, shall restore the property as nearly as reasonably practicable to the condition of the property existing immediately prior to the commencement of the work to construct, inspect or maintain its facilities. Grantee shall be liable for all physical damages resulting from its own exercise of the rights granted hereunder, except where such damage is not attributable to the actions of the Grantee, including, but not limited to, those damages resulting from the forces of nature, and/or other causes beyond the control of Grantee; provided, however, that Grantee is notified of any damage in writing by Grantor within thirty (30) days of completion of Grantee's activity within the Easement Area.
- (x) NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying
- (xi) Grantor covenants that it is seized of the Property and has the right to convey the Easement, rights and privileges herein conveyed to Grantee and that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easement, rights and privileges hereby granted.

TAX MAP PARCEL I.D. NO:
7796-85-3983



DEED OF EASEMENT

IN WITNESS WHEREOF, the following signature(s) and seal(s):

By: _____
Print Name: _____
Print Title: _____

COMMONWEALTH OF STATE OF: _____
County / City of _____ ; to wit:

I, _____, a Notary Public in and for the jurisdiction aforesaid do hereby
certify that _____
(as _____ of _____ for Corp, LLC, LP, GP, Govt Entity) did personally
appear before me and acknowledge the foregoing writing dated _____ in the jurisdiction
aforesaid this ____ day of _____, 20__.

My Commission expires: _____ Notary Public
Notary ID#: _____