



County of King William, Virginia

PLANNING COMMISSION MEETING

MAY 5, 2020 – 7:00 P.M.

**KING WILLIAM COUNTY ADMINISTRATION BUILDING VIA ZOOM
KING WILLIAM, VIRGINIA**

1. Call to Order
 2. Roll Call
 3. Review and Adoption of Meeting Agenda
 4. Review and Approval of Minutes:
 - a. April 7, 2020
 5. Public Comment Period
 6. Public Hearing
 - a. CUP-01-20 – Mt. Olive-Cohoke Cell Tower
 7. New Business
 - a. Meade Rhoads EDA Presentation
 8. Old Business
 - a. Solar Work Group Update by John Breeden
 - b. Zoning Ordinance Update
 9. Staff Updates and Reports
 - a. County/Staff Updates
 - b. Zoning Log
 - c. Building Permit Log (Provided via Email)
 - d. Land Disturbance Report (Provided via Email)
 10. Adjourn
- If you would like to submit a public comment prior to this meeting, you may do so by emailing kcole@kingwilliamcounty.us or by calling 804-769-4980**

4a.

April 7, 2020

Zoom Meeting Minutes

Minutes
King William County
Planning Commission
Regular Meeting
April 7, 2020

At a regular meeting of the Planning Commission, held on April 7, 2020 at 7:00 P.M. in the King William Administration Building Board Room via Zoom, the meeting was called to order with the following members:

Agenda Item 1. Call to Order

Agenda Item 2. Roll Call

Present:

Janie Rhoads

Stephen Greenwood

John Breeden

Bonnie Hite

Don Wagner

Staff Present:

Ron Etter, Director of Community Development

Sherry Graham, Zoning Administrator

Agenda Item 3. Review and Adoption of Meeting Agenda

Chairman, Don Wagner requested a motion to adopt the April 7, 2020 meeting agenda. Vice-Chair, Janie Rhoads made a motion and the motion was seconded by Mr. Stephen Greenwood.

The vote was unanimous on this motion.

Agenda Item 4. Review and Approval of Minutes

Chairman, Don Wagner requested a motion to approve the March 12, 2020 meeting minutes. Mr. Stephen Greenwood made a motion to approve the minutes and Vice-Chair, Janie Rhoads seconded the motion.

The vote was unanimous on this motion.

Agenda Item 5. Public Comment Period

Being that there were no comments submitted to the County, the public comment period was closed.

Agenda Item 6. Old Business

Chairman, Don Wagner stated that he would like to begin with Mr. John Breeden presenting his comments and concerns on the Zoning Ordinance.

Mr. John Breeden stated that most of his concerns were editorial and if the rest of the Planning Commission agreed, he would be fine with Staff addressing his concerns. Mr. Breeden did express his concern on the minor subdivisions and whether they had been removed and replaced with Farmsteads. Mr. Breeden stated that he had not seen any localities in the Virginia area that had a section of that sort, so it does pose as a concern.

Chairman, Don Wagner stated that the Farmstead section would serve as a Minor subdivision, as it has the same basic preferences with a few minor changes just to help keep the County rural. Mr. Wagner expressed his concern with Minor subdivisions wreaking havoc on the rural areas.

Ms. Rebecca Cobb with Berkley Group stated that this would eliminate the Minor subdivisions because it is geared toward your AC district and other zones may want minor subdivisions, but the Farmstead could change that. If the few minimal changes are of extreme issue, they can be changed to fit the Minor subdivision ordinance.

Ms. Janie Rhoads was curious as to what other routes the Planning Commission could take to ensure that these concerns are addressed.

Chairman, Don Wagner expressed his concerns on proliferation, as well as roads in Minor subdivisions being taken into VDOT system and up to their standards. Mr. Wagner believes that the Farmstead subdivision would introduce better housing for the future.

Mr. Ron Etter stated that he believes it would be good to keep Farmstead in the ordinance so that way the public can look at it and give their input.

Mr. Stephen Greenwood purposed keeping Minor subdivisions as well as adding in the Farmstead subdivision.

Chairman, Don Wagner stated that if they keep Minor subdivisions, he thinks they should require that the internal streets be taken into VDOT, continue with no flag lots, and one entrance on state roads. For Farmstead requirements, he proposed that internal streets have 50ft right of way and citizens have the option to petition to have roads taken into VDOT.

All Planning Commission members agreed upon this.

Mr. Ron Etter suggested adding the TCO recommendations into the ordinance and let the Board of Supervisors look at it further.

Mr. John Breeden expressed concern on places staying open past midnight.

Mr. John Breeden also stated that he would like to limit the utility scale for solar facilities to more than 21 MegaWatts.

Ms. Janie Rhoads expressed concern on the Short Term rentals being more for an urban setting than a rural setting. She recommended including but not limited to eliminate the requirement that short term rental has to be host residence, eliminate distinction between Type A and Type B, eliminate requirement that host can only have one short term rental in the County, eliminate name of principal guest be provided to the County, change age of renter to 18 instead of 21, and eliminate maximum of adult guest being six. Ms. Rhoads stated that she felt many of these were unnecessary.

Ms. Bonnie Hite and Mr. Stephen Greenwood did not have any comments.

Chairman, Don Wagner stated his concern on requiring site plans for all new commercial construction.

Mr. Ron Etter told members that he had no issue with the TCO as it stands, it just needed some minor changes.

Chairman, Don Wagner expressed his different view on what a subdivision is and the uses.

Ms. Kelly Davis with Berkley Group stated they had added some alternative language that would expand the site plan to cover improvements other than just structures.

Chairman, Don Wagner was curious as to how Mr. Etter was going to proceed with his approach to the work groups during the COVID-19 quarantine.

Mr. Ron Etter said he would reach out to the people directly and use word of mouth advertising for the ordinance, as well as maybe use a couple of surveys to get the citizens feedback.

Agenda Item 9. Adjourn

Chairman, Don Wagner requested a motion to adjourn. Mr. John Breeden motioned to adjourn and Mr. Stephen Greenwood seconded the motion.

The vote was unanimous on this motion.

Don Wagner, Chairman

Ron Etter, Planning Secretary

6a.

**CUP-01-20 Mt. Olive-Cohoke
Cell Tower**



King William
County
Est. 1702

Board of Supervisors

Ron W. Etter, Director
Community Development

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

TO: Planning Commission
FROM: Sherry Graham, Zoning Administrator
SUBJECT: CUP 01-20
DATE: May 5, 2020

Summary of Request for CUP 01-20

The applicant, Verizon Wireless, is requesting a Conditional Use Permit in order to construct a 250-foot self-supporting communication tower (254' with the lightening rod). The proposed tower is to be located at 13191 Mount Olive Cohoke Road, Tax Map Parcel 55-15G and consists of 25.01 acres. The property is a wooded parcel with a home and outbuilding. The property is zoned A-C, (Agricultural-Conservation) and is located in the West Point District. The closest existing tower is the State Police tower which is approximately 3.3 miles away from the Site.

Attachments

Application
Receipt
Information Packet
Elevation View of Proposed Tower
Public Hearing Notice
Public Notice-Owner, Applicant and Adjacent Property Owners
Balloon Test
Plat
Zoning Map
GIS View
Pictures
Existing Tower Locations
Deed, Legal Documents
Telecommunication Tower Ordinance

History

On November 24th, 2014, the Board of Supervisors adopted Ordinance #14-07 which added Article XIX “Telecommunication Towers” to the Zoning Ordinance. This set in place additional processes and development standards for telecommunication tower development. A copy of Article XIX is attached to this report.

Compliance with Article XIX:

The application is in compliance with all requirements of this section.

Public Notice:

Legal ads were run in the Tidewater Review on April 22nd and 29th for the Planning Commission’s Public Hearing. Notices to adjacent property owners were mailed on April 23, 2020. Staff posted a sign in front of the property indicating there is a pending zoning action and provided contact information.

Balloon Test:

The applicant mailed notices of the balloon test and community meeting to adjacent property owners and placed a notice in the Tidewater Review. The applicant conducted a balloon test to simulate the tower’s height on March 10, 2020. A representative was available on-site during the balloon test to answer questions.

Community Meeting:

The applicant held a community meeting on March 16, 2020 at 6:30 p.m. at the VFW Post 8356 to present their proposal and receive feedback. Only one member of the public attended.

Public Input:

Staff met with one adjacent property owner who had concerns about the potential radio frequency interference with his equipment, but had no concern with the tower visibility from their property during the balloon test.

Staff recommends approval of this project with the following conditions:

- 1) The CUP shall permit a telecommunication tower for which a valid and current building permit is issued within two (2) years of conditional use permit approval. For any construction which does not have a valid and current building permit at the end of the initial two (2) year period; the applicant may seek an extension for the deadline of any remaining construction from the Zoning Administrator. A request for an extension shall be submitted in writing to the Zoning Administrator prior to the expiration. The Zoning Administrator shall consider the compliance history with these conditions and the Code of King William County in the decision to grant the request. If the Zoning Administrator does not grant the extension, the request shall be forwarded to the Board of Supervisors for consideration and action.

- 2) Verizon Wireless will provide one total vertical space on the proposed tower to King William County, at no cost, for use by the County's departments, agencies, and emergency services provided that the County executes a zero-dollar lease agreement and agrees to abide by Verizon Wireless Collocation Guidelines. Verizon Wireless shall provide an area up to 5' x 5' within the lease compound for the county's ground equipment at a mutually agreeable location. The County will not sublet its space on the tower or ground.
- 3) No signage of any type may be placed on the tower or accompanying facility other than notices, warnings, and identification information required by law.
- 4) The tower must meet all Federal Aviation Administration (FAA), Federal Communications Commission (FCC) and any other agency of the federal government.
- 5) Verizon Wireless must provide a Nonionizing Electromagnetic Radiation Report (NIER) which contains information on the amount of electromagnetic radiation emissions generated by the telecommunication antenna installation. The report shall be in a format acceptable to the Federal Communications Commission (FCC) and shall also include the following information: Electromagnet Emissions (EME) site studies, EME site modeling, non-ionizing radiation (NIR) modeling, site safety plans, site remediation. The NIER report must be submitted prior to obtaining approval of a building permit.
- 6) All utilities leading to the site will be placed underground, unless prohibited by the State or Federal agency regulating such utilities.
- 7) All E-911 calls received by the tower shall be routed to public safety answering points in accordance with Federal and State law.
- 8) The tower must be lit in compliance with FAA requirements.
- 9) The tower must have a galvanized steel finish. Dish antennas will be of a neutral, non-reflective color with no logos.
- 10) The equipment cabinets and any necessary buildings must be neutral colors. The tower compound must be fenced with an eight (8) foot high fence and the compound will need to be surrounded with landscaping, which will screen the base of the tower and the ground equipment. The security fencing shall be screened with a ten (10) foot landscape buffer consisting of evergreen trees. The tower must be equipped with an anticlimbing device.
- 11) Once the tower is no longer active or in use for a 24-month period, it shall be considered abandoned and the owner of the tower shall remove the tower within 90 days. Removal includes the removal of the tower, all tower and fence footers, underground cables and support buildings. When a tower is deemed to be abandoned, an owner wishing to extend the time for removal shall submit an application stating the reason for such extension. The Zoning Administrator may extend the time for removal or reactivation up to 60 additional days upon a showing of good cause. If the antenna support structure or antenna is not removed within the specified time, the County may contract for removal. Thereafter, the county may cause removal of the antenna support structure with costs being borne by the owner of the tower or the land owner. All costs of removal shall be charged to the landowner and become a lien on the property on which the tower is located. A bond shall be submitted to the County for the total cost of removal plus 25%.

**KING WILLIAM COUNTY, VIRGINIA
APPLICATION FOR A
CONDITIONAL USE PERMIT**

1. Owner Information:

Name: Robert H Green Jr. and Jana D. Green

Address: 13191 Mount Olive Cohoke Road, West Point, VA 23181

Phone Number: See Applicant Information Email: See Applicant Information

2. Applicant/Point of contact Information (if different from owner):

Name: Euan Fuller (Verizon Wireless Agent)

Address: 1111 E Main St, Suite 1905, Richmond, VA 23219

Phone Number: 804-510-6888 Email: efuller@bci-mail.com

3. Property Information:

Tax Map #: 55-15G Zoning District: A-C

Property Address: 13191 Mount Olive Cohoke Road, West Point, VA 23181

Property Total Acreage: 25.01 Acreage of CUP area: 10,000Ft² lease area plus access route as depicted on the zoning drawings

Instrument/Deed Book #: 130002548

4. Project Description: Attached as a separate sheet.

5. Site Plan: Attach a Preliminary Site Plan which complies with the requirements of Zoning Ordinance Sec. 86-494

6. Standards: Attach as a separate sheet information how the application does not impact, or mitigates its impacts, as related to the general standards found in Zoning Ordinance Sec. 86-173(5) and specific standards for the use, if applicable.

I hereby certify that the information presented in this application is complete and accurate to the best of my knowledge. County officials and employees are authorized to enter upon the property described herein during regular working hours for the purpose of performing assigned duties in connection with this application.

Signature of Owner or Applicant: Janus [Signature] Robert H. [Signature]

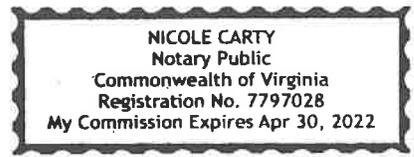
If not signed by the property owner, attach authorization to apply on behalf of the owner.

STATE OF: Virginia COUNTY OF: Richmond City, to-wit:

The foregoing instrument was acknowledged before me this 29 day of January, 2020.

Nicole Carty
Notary Public

April 30, 2022
My Commission Expires



Effective 07-2017

Revenue Transmittal Planning/Building Department King William County, VA

3/13/2020

Date

Name: Dimension Consulting Subdivision: _____

Permit No: _____

Address: 11602 Gate Meadows Ct #4
Stafford, VA 22059 Tax Map No: 55-155

<u>Dept.</u>	<u>Description</u>	<u>Amount</u>
COPIES	Sale Of Copies (Maps, Data, Etc.)	\$ _____
CONUSE	Conditional Use/Rezoning Ap.	\$ <u>3500.00</u>
VARINC	Variance Applications	\$ _____
APPEAL	Appeals Fees-Zoning Decisions	\$ _____
HISREV	Hist. Pres. & Architectural Review Bd.	\$ _____
SITE	Site Plan	\$ _____
SIGN	911 Road Sign Maintenance	\$ _____
BOND	Escrow Acct. for Cash Bonds	\$ _____
ERSE	Erosion/Sediment Control	\$ _____
PROF	Cash Proffers	\$ _____
SUBD	Subdivision Application	\$ _____
WETL	Wetlands Board	\$ _____
ZPER	Zoning Permits	\$ _____
BPER	Building Permits	\$ _____
SURC	Building Permit Surcharge	\$ _____
PLNR	Building Plans Review Fee	\$ _____
RENSP	Re-Inspection Fee / Penalty	\$ _____
FPCP	Fire Prevention	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL REMITTANCE TO TREASURER		\$ <u>3500.00</u>

Henry J. Dodson 3/13/20

Signature and Date
Planning Office

Marie W. Ober

Signature and Date
Treasurer's Office

CFZ #9065
BOA

3-13-2020



January 29, 2020

To whom it may concern:

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS ("Verizon Wireless") has contracted Bamman Consulting ("BCI") to support it in upgrades to its wireless service. BCI is authorized to represent Verizon Wireless, acting as its agent, to our Landlords and to the municipal jurisdictions in which our sites are located.

It is Verizon Wireless' intent to construct and utilize a new cell tower on the property located at 13191 Mount Olive Cohoke Road, West Point, VA 23181. Verizon Wireless will construct and operate this facility in strict compliance with FCC and other regulations as appropriate.

Should you have any questions about this matter, please feel to contact Linda French at 804-543-7560 or linda.french@verizonwireless.com.

Verizon Wireless is looking forward to continuing its various business relationships and providing enhanced coverage within its wireless network.

Yours sincerely,

A handwritten signature in cursive script that reads "Linda French".

Linda French
Engr III Specialist – Real Estate/Regulatory



Applicant: Cellco Partnership (d/b/a Verizon Wireless)
Conditional Use Permit Application
Project Narrative
Site Name: Sweet Hall
Tax Map No: #55-15G
13191 Mount Olive Cohoke Road
West Point, VA 23181

Cellco Partnership d/b/a Verizon Wireless (“Applicant”) is making this application to construct and operate a two-hundred fifty foot (250) foot self-support lattice telecommunications tower with a four (4) foot lightning rod (for a total structure height of two hundred fifty-four (254) feet above ground level) on a 10,000 square foot portion of the subject property. The proposed tower will be made of galvanized steel. No advertising will be placed on the tower or compound.

As indicated on the attached aerial network map, the Applicant currently has a need for an antenna site to improve wireless service along King William Road (SR-30) in King William County. As indicated on the enclosed aerial network map, antennas operating on the proposed communications facility will connect with antennas being operated by the Applicant on the following existing towers: (1) a 305-foot tower, labeled “VZN – King William”, approximately 4.5 miles to the northwest on the eastern side of King William Road (SR-30) across from the County landfill; (2) a 308-foot tower, labeled “VZN – King and Queen Courthouse”, approximately 5.2 miles to the northeast; and (3) a 312-foot tower, labeled “VZN - Lumber Yard”, approximately 4.0 miles to the southeast.

Like the networks of all other wireless carriers, the Applicant’s network of antenna sites is largely based on the use of existing towers and tall structures, built by the Applicant and other wireless carriers and tower companies. Before determining that a new tower was necessary to satisfy its service objectives, the Applicant first searched the area near the yellow pin labeled “Sweet Hall” on the attached aerial network map for existing towers and/or tall structures on which it could co-locate its antennas. There are no structures within the search area on which Verizon could co-locate its antennas. The closest existing tower on which Verizon is not located is the State Police tower, which is approximately 3.3 miles from the proposed tower. In addition to being outside Verizon’s search ring, it is not available for collocation and is too close to a tower on which Verizon is currently operating labeled “VZN –Lumber Yard” on the aerial map. Because there are no other existing towers or tall structures in the search area on which the Applicant could locate its antennas, the Applicant is seeking a conditional use permit from the Board of Supervisors in order to construct a new telecommunications tower on this vegetated portion of the subject property.

The subject property, which is known as Tax Map Number #55-15G located at 13191 Mount Olive Cohoke Road, in West Point, is a wooded 25.01 acre parcel zoned A-C (Agricultural-Conservation) with a home and outbuilding. The property is owned by Robert H. Green Junior, as Trustee under the provisions of the Robert H. Green, Jr., Revocable Trust under Agreement dated September 26, 2013, and Jana D. Green, as Trustee under the provisions of the Jana D. Green, Revocable Trust under Agreement dated September 26, 201.

- (d) No signage of any type may be placed on the tower or accompanying facility other than notices, warnings, and identification information required by law.

The only signage on the tower or in the tower compound will be notices, warnings and identification information required by law.

- (e) Maximum tower height (including appurtenances) shall generally be 199 feet; however, the board of supervisors may approve a greater height based upon a demonstration of a significant gap in coverage, including a gap affecting wireless users in buildings and cars.

The proposed tower will be a 250-foot self-support lattice tower with a 4-foot lighting rod. The increased height at this location is required for two reasons. First, the antennas with which these antennas will connect are located on towers, which are all over 300 feet above ground level. Second, those connecting sites are between 4 miles and 5.2 miles away. Therefore, in order to cover this sizable gap in coverage experienced by residents and businesses in this section of the County, the proposed tower and lightning rod must exceed the maximum height permitted by approximately 55 feet.

- (f) Towers shall be designed to collapse fully within the lot lines of the subject property in case of structural failure.

The tower will be designed to have a breakpoint at the 175 foot level, so that, in the unlikely event of a structural failure, the tower will collapse on the subject property.

- (g) All towers and antennas must meet or exceed the standards and regulations of the FAA, FCC, and any other agency of the federal government with the authority to regulate towers and antennas that are in force at the time of the application or which a federal agency applies retroactively.

The Applicant will insure that the tower and antennas meet or exceed the standards and regulations of the FAA, FCC and all other federal government agencies with authority to regulate towers and antennas.

- (h) To ensure the structural integrity of towers, the owner of a tower shall ensure that it is designed and maintained in compliance with standards contained in applicable federal, state and local building codes and regulations that were in force at the time of the permit approval.

The Applicant will design and maintain the tower in compliance with all applicable federal, state and local building codes and regulations.

Sec. 86-806. - Setbacks.

The minimum setback to property lines of properties zoned residential, agricultural, PUD planned unit development or R-C rural conservation shall generally be 110 percent of total tower height or 500 feet to off-site dwellings not owned by the owner of the subject property, measured from the center of the base of the tower, whichever is greater. A tower may be located closer to those property lines based on mitigating its impacts by a reduced height, alternative designs such as monopole, camouflaging the tower or other methods; however, a tower may not be located closer than 110 percent of the tower's designed break point (fall zone) to property lines or 500 feet to dwellings not owned by the owner of the subject property, measured from the center of the base of the tower, whichever is greater.

The proposed tower will be located approximately 430 feet from Mount Olive Cohoke Road. Moreover, the tower will be designed to have a breakpoint at the 175 foot level, so that, in the unlikely event of a structural failure, the tower will collapse on the subject property. In addition, the tower will be approximately 500 feet from the closest off-site dwelling.

Sec. 86-807. - Coordination of local emergency services communications.

Applicants for new telecommunication facilities shall be encouraged to coordinate with the county's emergency services staff to consider the emergency services communication needs within the coverage area and consider possibilities for the sharing or utilization of new infrastructure.

The Applicant will consult with the County's emergency services staff to determine if they have a need to utilize space on the tower.

March 13, 2020

**RE: TEC. W.O. NO.: 9820.SWEET HALL
VZW – SWEET HALL
13191 MT OLIVE COHOKE RD
WEST POINT, VA 23181
KING WILLIAM COUNTY
CERTIFICATION LETTER**

To Whom It May Concern,

This letter is written to address the proposed Verizon Wireless cell site installation located at 13191 Mt Olive Cohoke Rd, West Point, Virginia.

The proposed cell site structure will be designed to adhere to the TIA-222-G-2005 Structural Standard for Antenna Supporting Structures and Antennas. In addition, the structure will adhere to the 2015 Virginia Uniform Statewide Building Code and any other local, state and federal codes and requirements.

The proposed 250-foot self-support tower will be designed by the tower manufacturer to collapse within a fall zone radius of 175 feet. Furthermore, the tower will be designed by the tower manufacturer with adequate structural capacity to support the collocation of equipment of at least four (4) wireless service providers.

If you have any questions or require additional information, please contact me at (804) 305-8936.

Sincerely,
Tectonic Engineering Consultants P.C.


Graham L. Evans, P.E.
Project Manager



Henrico Office

3951 Westerre Parkway, Suite 160 | Henrico, VA 23233
804.217.8504 Tel | 804.270.0593 Fax

tectonicengineering.com
Equal Opportunity Employer



Collocation / Site License Application Process
for all Verizon Submarkets

Application received at KGI (you can e-mail or fax copy to your KGI contact, but please mail the completed, signed, hard copy to the KGI office):

KGI
Building Three, Suite 370
805 Las Cimas Parkway
Austin, Texas 78746

KGI verifies that all information has been included with the application.

Signed and dated application form with ALL fields completed
\$2,500 application fee for both new licenses or amendments (payable to KGI)
Equipment cut-sheets (Typically copied sheets from catalogs)
Preliminary Site Sketch

- An Entry & Testing Agreement may be required prior to accessing the tower site and is good for a minimum of 30 days to drive test the site and perform any required preliminary testing (for new licenses). A current Certificate of Insured will also be required. Your KGI contract specialist will let you know the correct name and address of the Verizon entity to be shown as additional insured on the Certificate of Insurance
- KGI will coordinate a site walk with one of Verizon's representatives (if necessary)
- After verification, the application is forwarded to the appropriate Verizon market contacts for approval pending structural analysis. This process takes approximately 10 to 20 days.
- KGI will forward the due diligence package to the carrier
- KGI forwards request for structural analysis, any site photos, etc., along with previous studies to the region's preferred engineering consultant. **Photos of the subject tower and compound as it exists prior to installing new equipment are very helpful.**
- Structural cost will depend on the Verizon submarket and tower type. If no existing studies are available and mapping or foundation/geotech studies are required, the additional cost will be quoted on a site by site basis. If no additional studies are required, a structural analysis takes an average of 10 business days. If additional study is required (soils, foundations) the process takes approx. 4 weeks.
DO NOT ORDER STRUCTURAL REPORTS ON YOUR OWN WITH A DIFFERENT ENGINEERING FIRM OR YOU MAY BE REQUIRED TO RE-RUN THEM THROUGH VERIZON'S PREFERRED VENDOR AT ADDITIONAL COST.
- Mount analysis of existing installations must be performed prior to modifying equipment and all mounts, new or existing, must comply with current regulatory standards. Additional fee will be required for the mount analysis and quote obtained on a case by case basis. Please provide model numbers of existing or proposed mounts and photos of existing with your application.. Please send PO / check to KGI or email PO to your Contract Specialist.

KGI
Building Three, Suite 370
805 Las Cimas Parkway
Austin, Texas 78746

KGI will submit the Order Package to the Engineering Firm on your behalf.

- If structural analysis passes and application is approved, the agreement (site license agreement or amendment) will be prepared by KGI Legal. If structural fails, negotiations to modify the tower may take place if desired. You will be required to pay for a Modification Design that will take approx. 20 days to complete. Allow approx. 30 days for draft completion once mod design and all engineering reports have been completed and approved by Verizon.
- Engineer-sealed Construction Drawings, Site Plan and the names and contact info for construction contractor must be provided for approval.
- A copy of your building permit, construction schedule, zoning approval or statement that zoning is not required must be provided prior to starting construction at the site.
- After full execution of the agreement and upon satisfaction of NTP requirements, KGI will issue an NTP (Notice to Proceed). **See attached NTP checklist.** **You must coordinate with KGI for a date to begin installation. **

March 13, 2020

**RE: TEC. W.O. NO.: 9820.SWEET HALL
VZW – SWEET HALL
13191 MT OLIVE COHOKE RD
WEST POINT, VA 23181
KING WILLIAM COUNTY
CERTIFICATION LETTER**

To Whom It May Concern,

This letter is written to address the proposed Verizon Wireless cell site installation located at 13191 Mt Olive Cohoke Rd, West Point, Virginia.

The proposed cell site structure will be designed to adhere to the TIA-222-G-2005 Structural Standard for Antenna Supporting Structures and Antennas. In addition, the structure will adhere to the 2015 Virginia Uniform Statewide Building Code and any other local, state and federal codes and requirements.

The proposed 250-foot self-support tower will be designed by the tower manufacturer to collapse within a fall zone radius of 175 feet. Furthermore, the tower will be designed by the tower manufacturer with adequate structural capacity to support the collocation of equipment of at least four (4) wireless service providers.

If you have any questions or require additional information, please contact me at (804) 305-8936.

Sincerely,
Tectonic Engineering Consultants P.C.


Graham L. Evans, P.E.
Project Manager



Henrico Office

3951 Westerre Parkway, Suite 160 | Henrico, VA 23233
804.217.8504 Tel | 804.270.0593 Fax

tectonicengineering.com
Equal Opportunity Employer



King William
County
Est. 1702

Department of Community Development

AFFIDAVIT

RE: PUBLIC NOTIFICATION

I hereby certify that the adjoining property owners (see attached list),

Case Number CUP 01-20

Applicant Verizon Wireless

Request Installation of Communication Tower

Were notified of a public hearing on this matter with the

- Board of Zoning Appeals
- Planning Commission
- Board of Supervisors
- Other _____

Via letter(s) sent first class mail on _____ (write in)
April 23, 2020
Date

Sherry L. Durham 4/22/2020
Department Representative Date

4.22.2020 K. Cole 7/31/23
Date Notary Commission Expires

KRISTA L. COLE
NOTARY PUBLIC
REGISTRATION # 7820127
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
7/31/2023

CUP 01-20
Verizon Wireless
13191 Mount Olive Cohoke Road
Tax Map Parcel - 55-15G

Adjacent Property Owners:

- 1) Keep Truckin Road Service, LLC
P.O. Box 609
West Point, VA 23181
28814 King William Road
Zoned B-2 – 1.97 acres
55-17A

- 2) Weems A. McFerrin
28740 King William Road
West Point, VA 23181
Zoned A-C – 4.25 acres
55-17

- 3) Brandon W. Mason
Denise Woodring Mason
355 W. St. Johns Church Road
West Point, VA 23181
Zoned A-C – 5.46 acres
55-32A

- 4) Peter V. Henderson
235 E. St. Johns Church Road
West Point, VA 23181
Zoned A-C – 5.46 acres
55-16

- 5) Gwendolyn S. Smith
317 Brantley Road
West Point, VA 23181
Zoned A-C – 6.53 acres
55-15B

- 6) Jacqueline Webb
501 Brantley Road
West Point, VA 23181
Zoned A-C – 5.03 acres
55-15C

7) Douglas W. Erbaugh
Gail Garber Erbaugh
13088 Mount Olive Cohoke Road
West Point, VA 23181
Left of 13191 Mount Olive Cohoke Road
Zoned A-C – 30 acres
55-15F

8) Benjamin J. Edwards, III
28856 King William Road
West Point, VA 23181
Zoned A-C – 7.75
55-31

9) Laura Watkins
85 Waterview Drive
Newport News, VA 23608
48 Cobbs Lane
Zoned A-C – 5.03 acres
55-18M

10) James W. Lang
Barbara A. Lang
13149 Mount Olive Cohoke Road
West Point, VA 23181
Zoned A-C – 5.03 acres
55-18p

11) Douglas W. Erbaugh
13088 Mount Olive Cohoke Road
West Point, VA 23181
Zoned A-C – 5 acres
55-18C

12) Peter V. Henderson
Connie W. Henderson
5806 Mooretown Road
Williamsburg, VA 23188
King William Road
Zoned A-C – 494.53 acres
55-32

13) James L. Smith, Jr.
c/o James Bahari
12015 Ancient Spring Drive
Louisville, KY 40245
Located at the end of Brantley Road
Zoned A-C – 9.08 acres
55-15

14) Vernon Kelley
Grace Kelley
13034 Mount Olive Cohoke Road
West Point, VA 23181
Located two lots beyond the proposed site
Zoned A-C – 5 acres
55-18D

Mr. Euan Fuller
Verizon Wireless
1111 E. Main Street, Suite 1905
Richmond, VA 23219

Mr. and Mrs. Robert H. Green, Jr.
13191 Mount Olive Cohoke Road
West Point, VA 23181

Keep Truckin Road Service, LLC
P.O. Box 609
West Point, VA 23181

Mr. Weems A. McFerrin
28740 King William Road
West Point, VA 23181

Mr. and Mrs. Brandon W. Mason
355 W. St. Johns Church Road
West Point, VA 23181

Mr. Peter V. Henderson
235 E. St. Johns Church Road
West Point, VA 23181

Ms. Gwendolyn S. Smith
317 Brantley Road
West Point, VA 23181

Ms. Jacqueline Webb
501 Brantley Road
West Point, VA 23181

Mr. and Mrs. Douglas W. Esbaugh
13088 Mount Olive Cohoke Road
West Point, VA 23181

Mr. Benjamin J. Edwards, III
28856 King William Road
West Point, VA 23181

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Mr. and Mrs. James W. Lang
13149 Mount Olive Cohoke Road
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Williamsburg, VA 23188

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West Point, VA 23181

Mr. James L. Smith, Jr.
c/o Mr. James Bahari
12015 Ancient Springs Drive
Louisville, KY 40245

Mr. and Mrs. Vernon Kelley
13044 Mount Olive Cohoke Road
West Point, VA 23181



King William
County
Est. 1702

Board of Supervisors

Ron W. Etter, Director
Community Development

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

April 22, 2020

Mr. and Mrs. Robert H. Green, Jr.
13191 Mount Olive Cohoke Road
West Point, VA 23181

RE: Application for A Conditional Use Permit 01-20, To Construct a Communication Tower on Property Located At 13191 Mount Olive Cohoke Road, Tax Map Parcel 55-15G.

Dear Mr. and Mrs. Green:

The Planning Commission will hold a Public Hearing on Tuesday, May 5, 2020, at 7:00 p.m. in the Board Meeting Room of the County Administration Building, 180 Horse Landing Road, King William, Virginia or via the Zoom Meeting, as applicable, to consider your request for a conditional use permit in order to construct a communication tower on your property located at 13191 Mount Olive Cohoke Road, tax map parcel 55-15G.

Your attendance is strongly encouraged. If you have any questions, please do not hesitate to call.

Sincerely,

Sherry L. Graham
Zoning Administrator



King William
County
Est. 1702

Board of Supervisors

Ron W. Etter, Director
Community Development

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

April 22, 2020

Mr. Euan Fuller
Verizon Wireless
1111 E. Main Street
Suite 1905
Richmond, VA 23219

RE: Application for A Conditional Use Permit 01-20, To Construct a Communication Tower on Property Located At 13191 Mount Olive Cohoke Road, Tax Map Parcel 55-15G.

Dear Mr. Fuller:

The Planning Commission will hold a Public Hearing on Tuesday, May 5, 2020, at 7:00 p.m. in the Board Meeting Room of the County Administration Building, 180 Horse Landing Road, King William, Virginia or via the Zoom Meeting, as applicable, to consider your request for a conditional use permit in order to construct a communication tower on the property located at 13191 Mount Olive Cohoke Road, tax map parcel 55-15G.

Your attendance is strongly encouraged. If you have any questions, please do not hesitate to call.

Sincerely,

Sherry L. Graham
Zoning Administrator



King William
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April 22, 2020

Ms. Gwendolyn Webb
501 Brantley Road
West Point, VA 23181

**RE: Notice to Adjacent Property Owners
Request for Conditional Use Permit 01-20
Tax Map Parcel: 55-15G
Owner: Robert H. Green, Jr. and Jana D. Green
Applicant: Verizon Wireless**

Dear Property Owner:

The King William County Planning Commission will hold a Public Hearing on Tuesday, May 5, 2020, at 7:00 p.m., or as soon thereafter, in the Board Meeting Room of the County Administration Building, 180 Horse Landing Road, King William, Virginia to receive public comment on the following matter:

A request for a Conditional Use Permit for the installation of a 250' (254' with lightning rod) tall self-supporting communication tower to be located on a 100-foot by 100-foot leased area. The property is located at 13191 Mount Olive Cohoke Road, Tax Map Parcel 55-15G, which consists of approximately 25.01 acres. The property is zoned A-C (Agricultural-Conservation).

You are being notified of this hearing because your property is adjacent to or in close proximity to the above-stated request. All interested persons may appear and present their views at the above time and place, or via the Zoom Meeting, as applicable. If a member of the public cannot attend, comments may be submitted by mail to 180 Horse Landing Road, #4, King William, VA 23086; by email to sgraham@kingwilliamcounty.us or by calling 804-769-4980. Comments received by 12:00 noon on the day of the hearing will be distributed to Commission Members and made a part of the public record. All records pertaining to this matter may be viewed in the Office of Community Development at 180 Horse Landing Road, King William, VA during regular business hours. Anyone needing assistance or accommodations under the provisions of the American with Disabilities Act should contact the Office of Community Development at (804)769-4978 or sgraham@kingwilliamcounty.us.

Sherry L. Graham
Zoning Administrator



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April 22, 2020

Keep Truckin Road Service, LLC
P.O. Box 609
West Point, VA 23181

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Sherry L. Graham
Zoning Administrator



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April 22, 2020

Mr. Weems A. McFerrin
28740 King William Road
West Point, VA 23181

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Edwin H. Moren, Jr., Fifth District

April 22, 2020

Mr. and Mrs. Brandon W. Mason
355 W. St. Johns Church Road
West Point, VA 23181

**RE: Notice to Adjacent Property Owners
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April 22, 2020

Mr. Peter V. Henderson
235 E. St. Johns Church Road
West Point, VA 23181

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April 22, 2020

Ms. Gwendolyn S. Smith
317 Brantley Road
West Point, VA 23181

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April 22, 2020

Mr. and Mrs. Douglas W. Erbaugh
13088 Mount Olive Cohoke Road
West Point, VA 23181

**RE: Notice to Adjacent Property Owners
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Tax Map Parcel: 55-15G
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April 22, 2020

Mr. Benjamin J. Edwards, III
28856 King William Road
West Point, VA 23181

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Zoning Administrator



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April 22, 2020

Ms. Laura Watkins
85 Waterview Drive
Newport News, VA 23608

**RE: Notice to Adjacent Property Owners
Request for Conditional Use Permit 01-20
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April 22, 2020

Mr. and Mrs. James W. Lang
13149 Mount Olive Cohoke Road
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Mr. and Mrs. Peter V. Henderson
5806 Mooretown Road
Williamsburg, VA 23188

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Mr. Douglas W. Erbaugh
13088 Mount Olive Cohoke Road
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You are being notified of this hearing because your property is adjacent to or in close proximity to the above-stated request. All interested persons may appear and present their views at the above time and place, or via the Zoom Meeting, as applicable. If a member of the public cannot attend, comments may be submitted by mail to 180 Horse Landing Road, #4, King William, VA 23086; by email to sgraham@kingwilliamcounty.us or by calling 804-769-4980. Comments received by 12:00 noon on the day of the hearing will be distributed to Commission Members and made a part of the public record. All records pertaining to this matter may be viewed in the Office of Community Development at 180 Horse Landing Road, King William, VA during regular business hours. Anyone needing assistance or accommodations under the provisions of the American with Disabilities Act should contact the Office of Community Development at (804)769-4978 or sgraham@kingwilliamcounty.us.

Sherry L. Graham
Zoning Administrator



King William
County
Est. 1702

Board of Supervisors

Ron W. Etter, Director
Community Development

William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

April 22, 2020

Mr. James L. Smith, Jr.
c/o Mr. James Bahari
12015 Ancient Springs Drive
Louisville, KY 40245

**RE: Notice to Adjacent Property Owners
Request for Conditional Use Permit 01-20
Tax Map Parcel: 55-15G
Owner: Robert H. Green, Jr. and Jana D. Green
Applicant: Verizon Wireless**

Dear Property Owner:

The King William County Planning Commission will hold a Public Hearing on Tuesday, May 5, 2020, at 7:00 p.m., or as soon thereafter, in the Board Meeting Room of the County Administration Building, 180 Horse Landing Road, King William, Virginia to receive public comment on the following matter:

A request for a Conditional Use Permit for the installation of a 250' (254' with lightening rod) tall self-supporting communication tower to be located on a 100-foot by 100-foot leased area. The property is located at 13191 Mount Olive Cohoke Road, Tax Map Parcel 55-15G, which consists of approximately 25.01 acres. The property is zoned A-C (Agricultural-Conservation).

You are being notified of this hearing because your property is adjacent to or in close proximity to the above-stated request. All interested persons may appear and present their views at the above time and place, or via the Zoom Meeting, as applicable. If a member of the public cannot attend, comments may be submitted by mail to 180 Horse Landing Road, #4, King William, VA 23086; by email to sgraham@kingwilliamcounty.us or by calling 804-769-4980. Comments received by 12:00 noon on the day of the hearing will be distributed to Commission Members and made a part of the public record. All records pertaining to this matter may be viewed in the Office of Community Development at 180 Horse Landing Road, King William, VA during regular business hours. Anyone needing assistance or accommodations under the provisions of the American with Disabilities Act should contact the Office of Community Development at (804)769-4978 or sgraham@kingwilliamcounty.us.

Sherry L. Graham
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William L. Hodges, First District
Travis J. Moskalski, Second District
Stephen K. Greenwood, Third District
C. Stewart Garber, Jr., Fourth District
Edwin H. Moren, Jr., Fifth District

April 22, 2020

Mr. and Mrs. Vernon Kelley
13034 Mount Olive Cohoke Road
West Point, VA 23181

**RE: Notice to Adjacent Property Owners
Request for Conditional Use Permit 01-20
Tax Map Parcel: 55-15G
Owner: Robert H. Green, Jr. and Jana D. Green
Applicant: Verizon Wireless**

Dear Property Owner:

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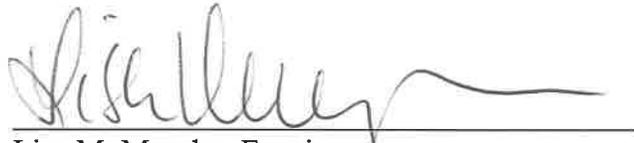
A request for a Conditional Use Permit for the installation of a 250' (254' with lightening rod) tall self-supporting communication tower to be located on a 100-foot by 100-foot leased area. The property is located at 13191 Mount Olive Cohoke Road, Tax Map Parcel 55-15G, which consists of approximately 25.01 acres. The property is zoned A-C (Agricultural-Conservation).

You are being notified of this hearing because your property is adjacent to or in close proximity to the above-stated request. All interested persons may appear and present their views at the above time and place, or via the Zoom Meeting, as applicable. If a member of the public cannot attend, comments may be submitted by mail to 180 Horse Landing Road, #4, King William, VA 23086; by email to sgraham@kingwilliamcounty.us or by calling 804-769-4980. Comments received by 12:00 noon on the day of the hearing will be distributed to Commission Members and made a part of the public record. All records pertaining to this matter may be viewed in the Office of Community Development at 180 Horse Landing Road, King William, VA during regular business hours. Anyone needing assistance or accommodations under the provisions of the American with Disabilities Act should contact the Office of Community Development at (804)769-4978 or sgraham@kingwilliamcounty.us.

Sherry L. Graham
Zoning Administrator

**CERTIFICATE OF MAILING
NOTICE OF BALLOON TEST AND COMMUNITY MEETING**

I, the undersigned, counsel for Cellco Partnership d/b/a Verizon Wireless, hereby certify that on March 2, 2020, I mailed a copy of the Notice of Balloon Test & Community Meeting, attached as Exhibit A, to all adjacent property owners listed on the spreadsheet, attached as Exhibit B, to notify these adjacent property owners of the balloon test we are holding on March 10, 2020 from 9:00 a.m. to 1:00 p.m., with a rain date of March 11th at the same time, and to notify them of the community meeting we are holding on March 16, 2020 at 6:30 p.m. at VFW Post 8356, located at 1658 VFW Road, in West Point.



Lisa M. Murphy, Esquire

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

The foregoing certificate was acknowledged before me this 2nd day of March, 2020, by Lisa M. Murphy, who is personally known to me.





Notary Public

My Commission expires: _____
Registration Number _____ [Affix Seal]

EXHIBIT A

Balloon Test & Community Meeting Notice Letter

See attached.

Lisa M. Murphy
(757) 628-5540
lmurphy@wilsav.com

16102.036

March 2, 2020

**Proposed 250-Foot Self-Support
Wireless Telecommunications Tower
(with a 4-foot lightning rod)
13191 Mount Olive Cohoke Road (Tax Map #55-15G)
Notice of Balloon Test & Community Meeting**

Dear Property Owner:

In order to enhance wireless services it provides in King William County, Cellco Partnership (d/b/a Verizon Wireless) is applying for a conditional use permit to install and operate a 250-foot wireless telecommunications tower with a 4-foot lightning rod on 25.01 acres of vacant land zoned A-C, located at 13191 Mount Olive Cohoke Road, near property that you own. The proposed telecommunications tower will be a self-support lattice tower.

We will be holding a balloon test from 9:00 a.m. to 1:00 p.m. on Tuesday, March 10, 2020 at the property. The rain date for the balloon test will be Wednesday, March 11th at the same time. A representative of Verizon Wireless will be available on-site during the balloon test to answer questions. We will also be driving around taking pictures of the balloon and request permission to access your property to take photographs, if necessary.

In addition, we would like to cordially invite you to attend an informational meeting on Monday, March 16th, at 6:30 p.m. at VFW Post 8356, located at 1658 VFW Road, in West Point. At the informational meeting we will present the general development plan and additional details regarding the proposal, including balloon test photographs and photographic simulations of the proposed tower, and we will answer questions regarding the project. If you do not want us to access your property during the balloon test or you are unable to attend the informational meeting and/or the balloon test and you have questions regarding the proposed tower, please feel free to contact me directly by phone at (757) 628-5540 or by email at lmurphy@wilsav.com or Euan Fuller at (804) 510-6888 or by email at efuller@bci-mail.com. We would be happy to answer any questions you may have. With kind regards, I am

Very truly yours,



Lisa M. Murphy

Reply to Norfolk Office

440 MONTIBELLO AVENUE SUITE 2200 NORFOLK, VA 23510 757.628.5500 FACSIMILE 757.628.5566
222 CENTRAL PARK AVENUE SUITE 1500 VIRGINIA BEACH, VIRGINIA 23462 757.628.5600 FACSIMILE 757.628.5659

WWW.WILLCOXANDSAVAGE.COM

EXHIBIT B

Adjacent Property Owner's List

See attached.

Robert H Green Jr. Ttee
Jana D Green Ttee
13191 Mt Olive Cohoke Road
West Point VA 23181

Douglas William Erbaugh
Gail Garber Erbaugh
13088 Mt Olive Cohoke Road
West Point VA 23181

Gwendolyn S Smith
Charles Eric Brantley
317 Brantley Road
West Point VA 23181

Peter V Henderson
5800 Mooretown Road
Williamsburg VA 23188

Brandon W Mason
Denise Woodring Mason
355 W St Johns Church Road
West Point VA 23181

Weems A McFerrin
28740 King William Road
West Point VA 23181

Keep Truckin Road Service LLC
P O Box 609
West Point VA 23181

Benjamin J Edwards III
Deborah J Edwards
28856 King William Road
West Point VA 23181

Laura Watkins
85 Waterview Drive
Newport News VA 23608

James W Lang
Barbara A Lang
13149 Mt Olive Cohoke Road
West Point VA 23181

Douglas William Erbaugh
Gail Garber Erbaugh
13088 Mt Olive Cohoke Road
West Point VA 23181

Vernon Kelley
Grace Kelley
13034 Mt Olive Cohoke Road
West Point VA 23181

Jacqueline Webb
501 Brantley Lane
West Point VA 23181

Tax map ID	Owner(s)	Mailing Address	Zoning classification
55-15G	Green Robert H Jr Trustee and Green Jana D Trustee	13191 Mt Olive Cohoke Rd, West Point, VA 23181	A-C
55-15F	Erbaugh Douglas William and Erbaugh Gail Garber	13088 Mt Olive Cohoke Rd, West Point, VA 23181	A-C
55-15B	Smith Gwendolyn S and Brantley Charles Eric	317 Brantley Rd, West Point, VA 23181	A-C
55-16	Henderson Peter V	5800 Mooretown Road, Williamsburg, VA 23188	A-C
55-32A	Mason Brandon W and Mason Denise Woodring	355 W St Johns Church Road, West Point, VA 23181	A-C
55-17	McFerrin Weems A	28740 King William Road, West Point, VA 23181	A-C
55-17A	Keep Truckin Road Service, LLC	PO Box 609, West Point, VA 23181	B-2
55-31	Edwards Benjamin J III and Edwards Deborah J	28856 King William Road, West Point, VA 23181	A-C
55-18M	Watkins Laura	85 Waterview Drive, Newport News, VA 23608	A-C
55-18P	Lang James W and Lang Barbara A	13149 Mt Olive Cohoke Rd, West Point, VA 23181	A-C
55-18C	Erbaugh Douglas William and Erbaugh Gail Garber	13088 Mt Olive Cohoke Rd, West Point, VA 23181	A-C
55-18D	Kelley Vernon and Kelley Grace	13034 Mt Olive Cohoke Rd, West Point, VA 23181	A-C
55-15C	Webb Jacqueline	501 Brantley Lane, West Point, VA 23181	A-C

BALLOON TEST NOTICE DISPLAYED ON 03/06/2020





Sold To:
Bamman Consulting LLC - CU80077875
11608 Estes Anderson Way
Glen Allen, VA 23059

Bill To:
Bamman Consulting LLC - CU80077875
11608 Estes Anderson Way
Glen Allen, VA 23059

Affidavit of Publication

**State of Illinois
County of Cook**

Order Number: 6620808
Purchase Order:

This day, John Farina appeared before me and, after being duly sworn, made oath that:

- 1) He/she is affidavit clerk of Tidewater Review, a newspaper published by Daily Press, LLC in the city of West Point and the state of Virginia
- 2) That the advertisement hereto annexed has been published in said newspaper on the dates stated below
- 3) The advertisement has been produced on the websites classifieds.pilotonline.com and <https://www.publicnoticevirginia.com>

Published on: Mar 04, 2020.


John Farina

Subscribed and sworn to before me in my city and state on the day and year aforesaid this 4th day of Mar, 2020.

My commission expires 12/20/22

Elizabeth Bolin

Signature of Notary





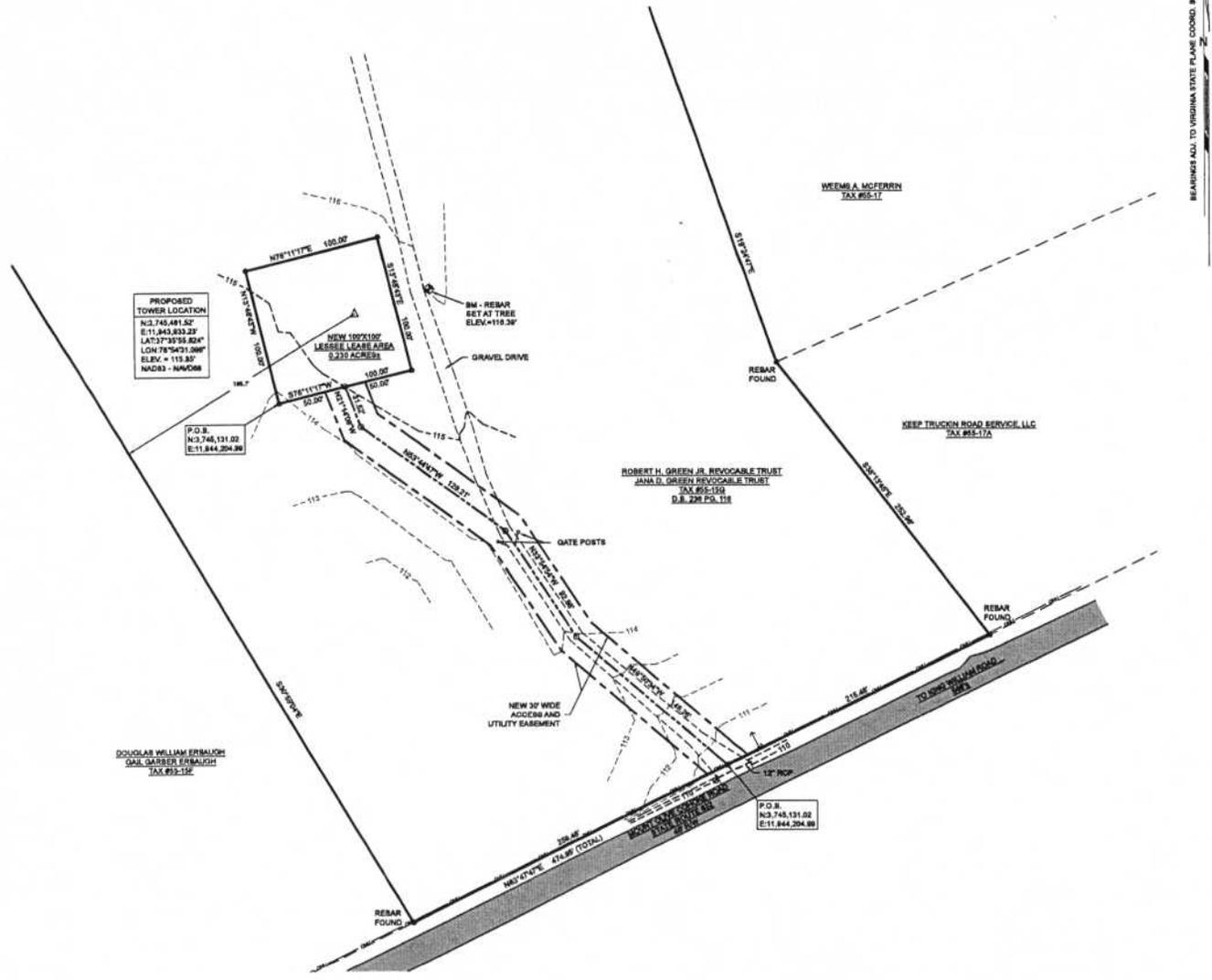
**VIRGINIA
MEDIA**

BALLOON TEST & COMMUNITY MEETING NOTICE

In connection with an application for a conditional use permit for a 250-foot self-support wireless communications tower with a 4-foot lightning rod on property located at 13191 Mount Olive Cohoke Road in West Point, Cellico Partnership (d/b/a Verizon Wireless) will hold a balloon test from 9:00 a.m. to 1:00 p.m. on Tuesday, March 10, 2020 at the property. The rain date for the balloon test will be Wednesday, March 11, 2020 at the same time. A representative will be available on site during the balloon test to answer questions. In addition, Verizon Wireless will hold a community meeting on Monday, March 16th, at 6:30 p.m. at VFW Post 8356, located at 1658 VFW Road, in West Point, to display photographs of the balloon test and photographic simulations of the tower, to provide additional information and to answer questions regarding the project. Please contact Lisa Murphy at (757) 628-5540 or by email at lmurphy@wilsav.com or Euan Fuller at (804) 510-6888 or by email at efuller@bci-mail.com with any questions.

6620808 3/4/2020

NOTE:
ALL UTILITIES SHOWN ARE THOSE CLEARLY VISIBLE AT THE TIME OF THIS SURVEY AND MAY NOT REFLECT ALL EXISTING UTILITIES OR UTILITY EASEMENTS. CONTRACTOR OR OTHERS MUST CONTACT LOCAL UTILITY COMPANIES FOR UTILITY MARKING OR EASEMENT INFORMATION. BOUNDARY LINE INFORMATION SHOWN HAS BEEN TAKEN FROM EXISTING TAX RECORDS ONLY.



PLAT OF SURVEY

SHOWING THE PARTIAL TOPOGRAPHIC & BOUNDARY SURVEY OF THE ROBERT H. GREEN JR. REVOCABLE TRUST & JANA D. GREEN REVOCABLE TRUST PROPERTY (REF. D.B. 238 PG. 116), SITUATE AT 13191 MOUNT OLIVE CHOKE ROAD, WEST POINT DIST., KING WILLIAM CO., VA., SURVEYED 10/17/18 BY RONALD S. FINK L.S., 18 EAST MAIN STREET, CHERRYBANKS, VA. 24073.



FAA ACCURACY STATEMENT
THE FOLLOWING DATA MEETS OR EXCEEDS THE FAA 1-A ACCURACY REQUIREMENTS OF 3\"/>

LEGEND

- = MAILBOX
- = UTILITY POLE
- - - - = EXISTING GROUND SURFACE CONTOUR
- - - - = PROPERTY LINE
- ⊕ = TEMPORARY BENCHMARK
- — — — = OVERHEAD UTILITY LINE

DESCRIPTION OF THE CENTERLINE OF A 30' WIDE LESSEE ACCESS AND UTILITY EASEMENT
BEGINNING AT A POINT IN THE NORTHERN RIGHT OF ANY LINE OF THE MOUNT OLIVE CHOKE ROAD (D.B. 832) AND IN THE SOUTHERN PROPERTY LINE OF THE ROBERT H. GREEN JR. REVOCABLE TRUST & JANA D. GREEN REVOCABLE TRUST PROPERTY HEREIN CALLED THE GREEN PROPERTY (D.B. 238 PG. 116), SAID POINT BEING FURTHER SITUATE AT N3,745,131.02', E11,844,204.98' IN THE VIRGINIA STATE PLANE COORDINATE SYSTEM - SOUTH ZONE; THENCE, LEAVING SAID RIGHT OF WAY AND RUNNING THROUGH THE SAID GREEN PROPERTY WITH THE CENTERLINE OF A 30' WIDE LESSEE ACCESS AND UTILITY EASEMENT THE FOLLOWING COURSES AND DISTANCES: N49°52'34\"/>

DESCRIPTION OF 100'X100' LESSEE LEASE AREA
BEGINNING AT A POINT IN THE ROBERT H. GREEN JR. REVOCABLE TRUST & JANA D. GREEN REVOCABLE TRUST PROPERTY HEREIN CALLED THE GREEN PROPERTY (D.B. 238 PG. 116), SAID POINT BEING SITUATE AT N3,745,131.02', E11,844,204.98' IN THE VIRGINIA STATE PLANE COORDINATE SYSTEM - SOUTH ZONE, SAID POINT BEING FURTHER SITUATE 57°11'17\"/>

verizon
1831 RADY COURT
RICHMOND, VA 23222

Tectonic
Tectonic Engineering Consultants P.C.
3551 Western Parkway
Suite 100
Henrico, VA 23233
www.tectonicingineering.com

NO.	DATE	ISSUE
0	10/18/18	FOR REVIEW
1	01/28/20	FOR CONSTRUCTION

RELEASED BY: _____ DATE: _____

UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF THE STATES LICENSING REGULATIONS.

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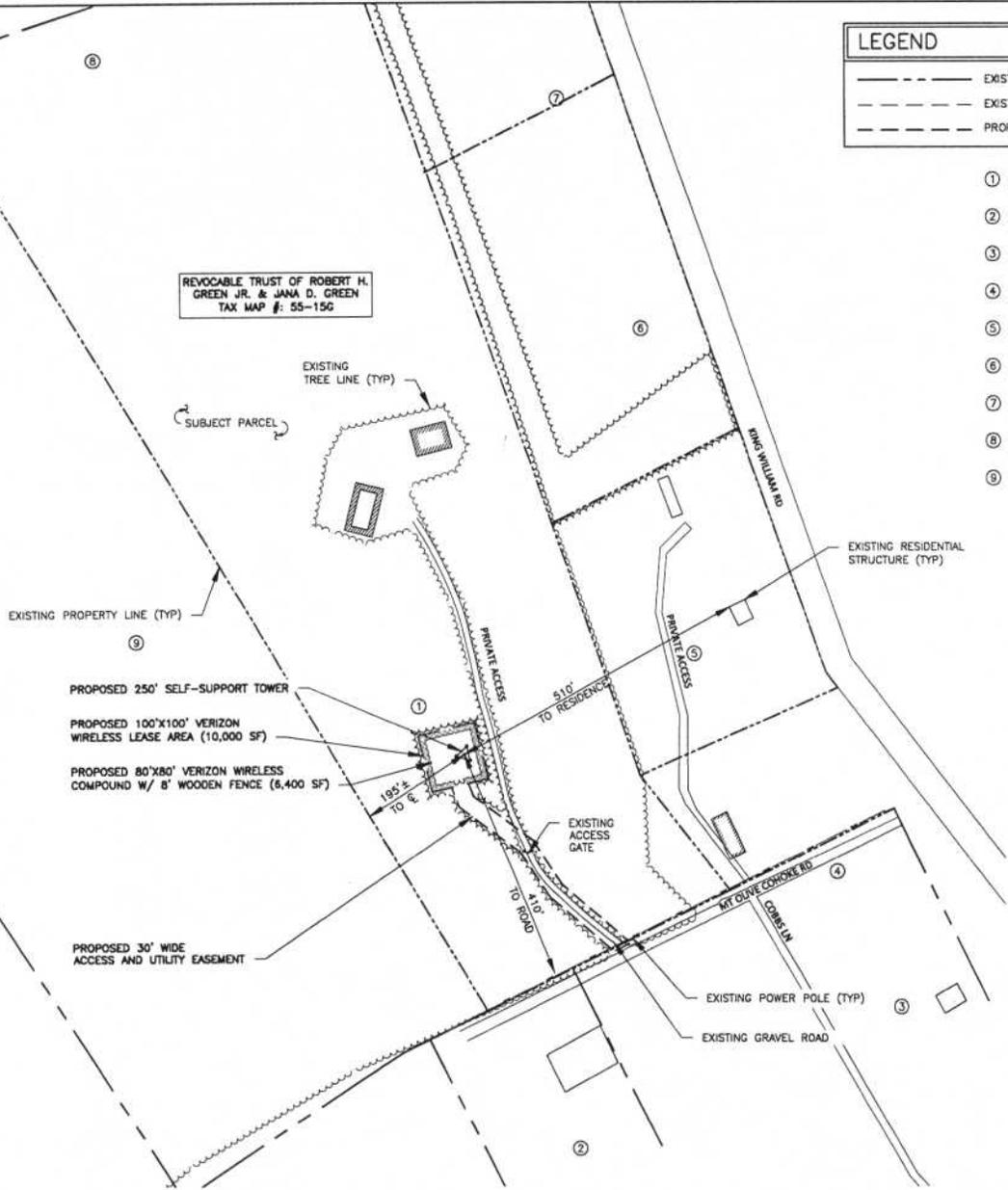
VZV - SWEET HALL RAW LAND
13191 MOUNT OLIVE CHOKE ROAD
KING WILLIAM COUNTY
WEST POINT, VA 23181

SHEET TITLE
PARTIAL TOPOGRAPHIC SURVEY AND NEW LEASES

SHEET NUMBER
SU-1



File: C:\Users\jgraham\Documents\Projects\13191\13191.dwg, 3/13/20 at 12:14pm, By: Graham Evans, Last Saved By: Graham Evans



LEGEND			
	EXISTING PROPERTY LINE		EXISTING TREE LINE
	EXISTING EASEMENT		PROPOSED FENCING
	PROPOSED EASEMENT		EQUIPMENT & BUILDINGS

- ① REVOCABLE TRUST OF ROBERT H. GREEN JR. & JANA D. GREEN
TAX MAP #: 55-15G
- ② LANG JAMES W
TAX MAP #: 55-18P
- ③ WATKING LAURA
TAX MAP #: 55-18M
- ④ KEEP TRUCKIN ROAD SERVICE, LLC
TAX MAP #: 55-17A
- ⑤ MCFERRIN WEEMS A
TAX MAP #: 55-17
- ⑥ MASON BRANDON W
TAX MAP #: 55-32A
- ⑦ HENDERSON PETER V
TAX MAP #: 55-16
- ⑧ SMITH GWENDOLYN S
TAX MAP #: 55-15B
- ⑨ ERBAUGH DOUGLAS WILLIAM
TAX MAP #: 55-15F



Tectonic
 PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
 Tectonic Engineering Consultants P.C.
 2881 Westerra Highway, Suite 180
 Mechanicsville, VA 23103
 Phone: (804) 217-8804
 (800) 828-8531
 www.tectoniceengineering.com

DESIGN APPROVAL		
PRELIMINARY/CONSTRUCTION		
BY: _____	DATE: _____	
CHECKED: _____	DATE: _____	
OPERATIONS: _____	DATE: _____	
CONSTR. MGR.: _____	DATE: _____	
NETWORK ENG.: _____	DATE: _____	
REAL ESTATE: _____	DATE: _____	
WORK ORDER NUMBER	DRAWN BY	
8820.SWEET HALL	SS	
NO.	DATE	REVISION
0	10/21/19	FOR COMMENT
1	11/05/19	REVISED ELEVATION
2	11/18/19	UNCLOSED COMMENTS
3	3/13/20	PER COMMENTS

RELEASED BY: _____ DATE: _____

GRAHAM EVANS
 Lic. No. 0402057868
 3/13/2020
 PROFESSIONAL ENGINEER

UNAUTHORIZED REPRODUCTION OF THIS PLAN BEYOND THE SCALE SHOWN ON THE TITLE BLOCK IS A VIOLATION OF THE STATE LICENSE REGULATIONS.
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ORIGINAL SIZE IN INCHES
 SITE INFORMATION

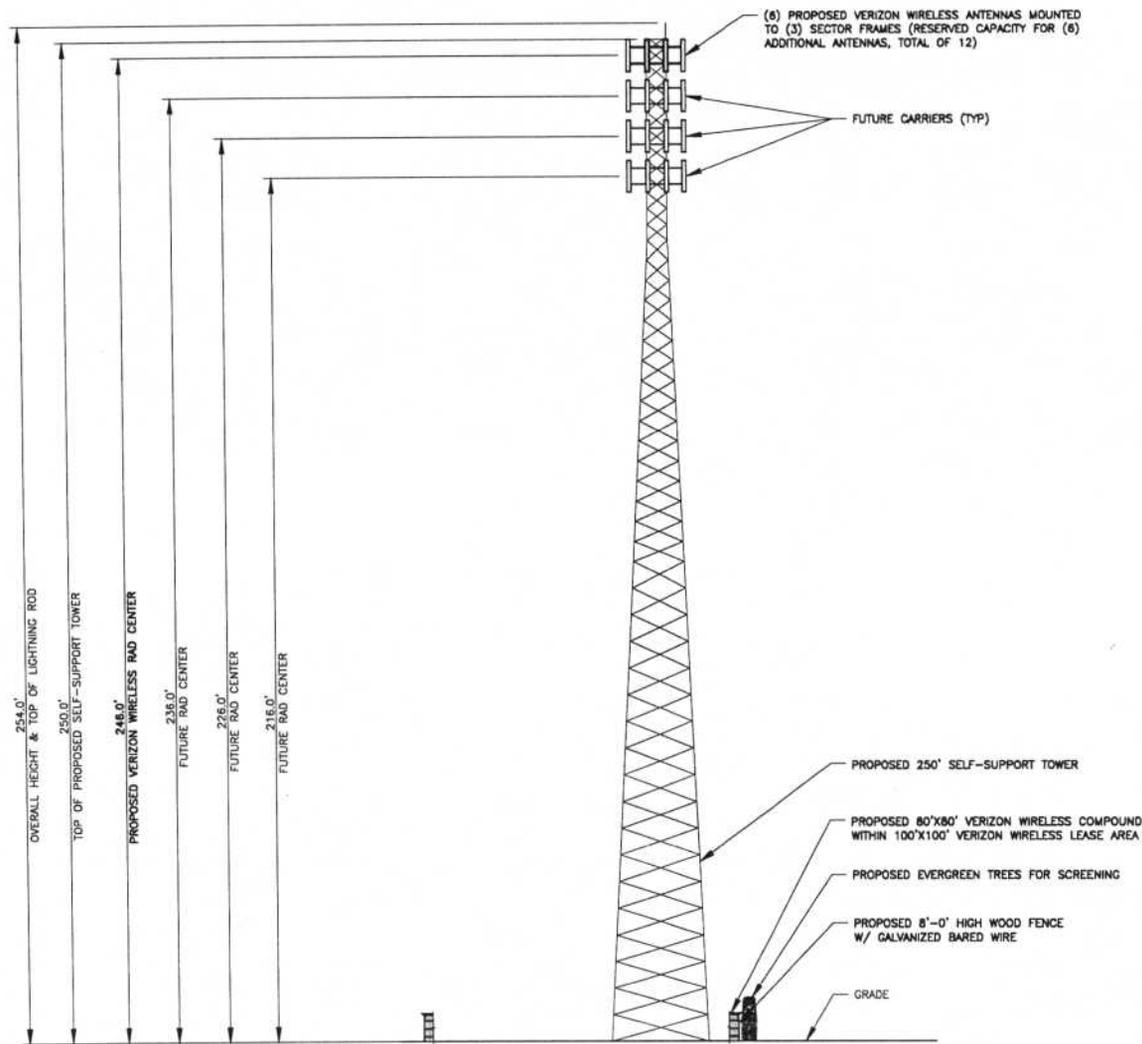
VZW-SWEET HALL
 13191 MT OLIVE COHOKE RD,
 WEST POINT, VA 23181
 KING WILLIAM COUNTY

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
Z-1

1 OVERALL SITE PLAN
 Z-1 SCALE: 1"=200'

File C:\Users\lgraham\OneDrive\Documents\Temp\AcPublish\13064\VD-ECG-8920_Sheet_Hall_Z3a_Rev_A_Plotnote_3/13/20 at 12:14pm By Graham Evans Last Saved By Graham Evans



1
Z-3 ELEVATION VIEW
SCALE: 1" = 30'

STRUCTURAL NOTE

THIS VIEW DEPICTS THE PROPOSED VERIZON WIRELESS UPGRADES TO THE PROPOSED TOWER. IT DOES NOT INFER THAT TECTONIC HAS EVALUATED IT'S STRUCTURAL ADEQUACY FOR THE NEW LOADS IMPOSED. THE PROPOSED SELF-SUPPORT TOWER WILL BE DESIGNED BY THE MANUFACTURER WITH ADEQUATE STRUCTURAL CAPACITY TO SUPPORT THE COLLOCATION OF EQUIPMENT OF AT LEAST FOUR (4) WIRELESS SERVICE PROVIDERS.

verizon

1801 HAYT COURT
RICHMOND, VA 23222

Tectonic
PRACTICAL MECHANICAL ENGINEERING SERVICES
Tectonic Engineering Consultants P.C.
13851 Westpark Parkway, Suite 180
Henrico, VA 23223
Phone: (804) 217-8804
(800) 828-8531
www.tectoniceengineering.com

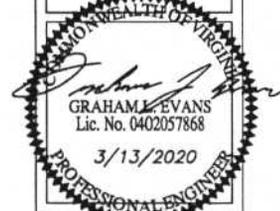
DESIGN APPROVAL

PRELIMINARY/CONSTRUCTION	DATE
REV. ENG.	DATE
EDIT. ENG.	DATE
OPERATIONS	DATE
CONST. MGR.	DATE
NETWORK ENG.	DATE
REAL ESTATE	DATE

WORK ORDER NUMBER 9820.SWEET HALL
DRAWN BY SS

NO.	DATE	ISSUE
0	10/21/19	FOR COMMENT
1	11/20/19	REVISED ELEVATION
2	11/18/19	LANDLORD COMMENTS
3	3/13/20	FOR COMMENTS

RELEASED BY: DATE:



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ORIGINAL SIZE IN INCHES
SITE INFORMATION

VZW-SWEET HALL
13191 MT OLIVE COHOKE RD.
WEST POINT, VA 23181
KING WILLIAM COUNTY

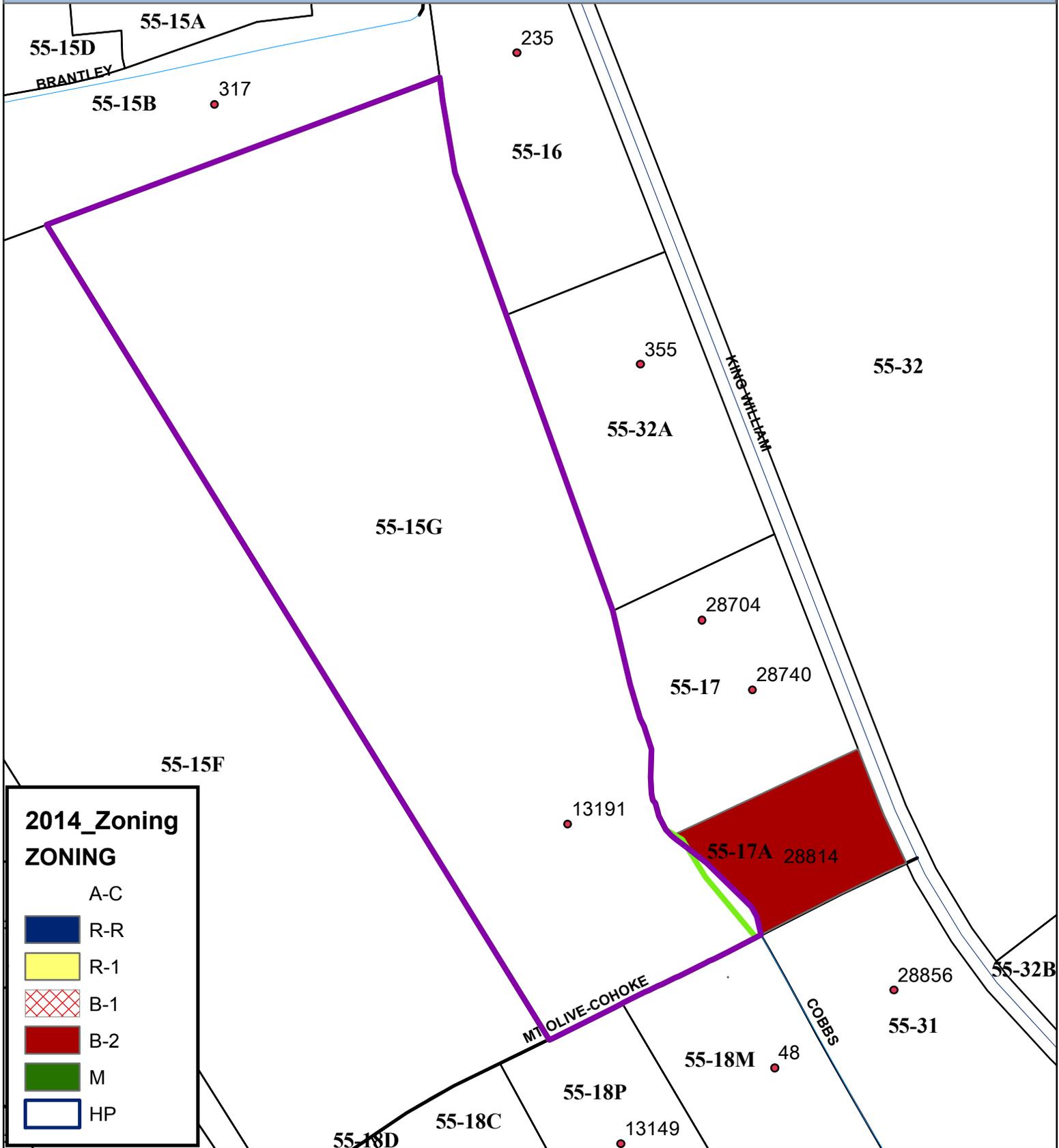
SHEET TITLE
ELEVATION PLAN

SHEET NUMBER
Z-3

Case: CUP-01-2020

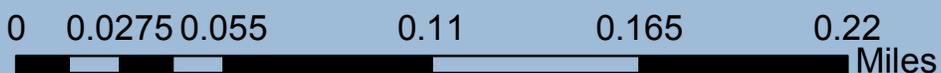
Owner: Verizon Wireless; Owner: Robert H. Green, Jr.

Tax Parcel: 55-15G



2014_Zoning
ZONING

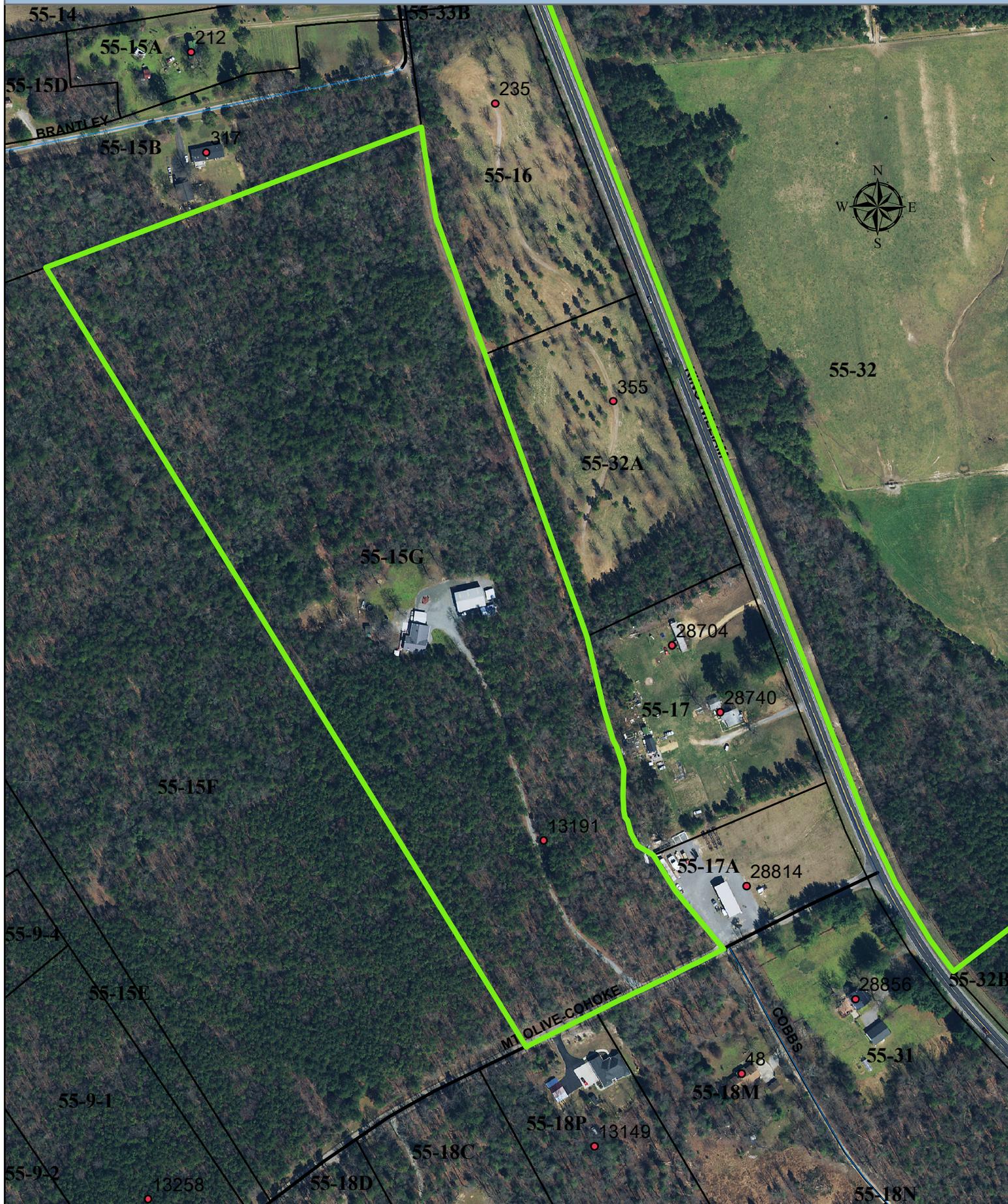
- A-C
- R-R
- R-1
- B-1
- B-2
- M
- HP



Case: CUP-01-2020

Owner: Verizon Wireless; Owner: Robert H. Green, Jr.

Tax Parcel: 55-15G



VISUAL RESOURCE EVALUATION

PROPOSED 250' TALL TELECOMMUNICATIONS STRUCTURE

**Sweet Hall
13191 Mount Olive Cohoke Road
West Point
King William County
Virginia, 23181**

Submitted by:

verizon 

1831 Rady Court
Richmond, Virginia 23222

Prepared by:

Tectonic 

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

70 Pleasant Hill Road
Mountainville, New York 10953
845-534-5959
845-534-5999 FAX

November 6, 2019

VISUAL RESOURCE EVALUATION

Tectonic Engineering Consultants, P.C., was contracted by Verizon Wireless, the Client, to conduct a "Visual Resource Evaluation" to determine which areas within West Point will contain views of the proposed 250 foot tall wireless telecommunications structure (254 feet, with 4 foot lightning rod).

Setting:

The proposed site is located off of 13191 Mount Olive Cohoke Road, West Point, King William County, Virginia. The surrounding land use is primarily rural residential and agricultural. The predominant forest species are mixed deciduous and coniferous, with an estimated height of 30 to 60 feet. The field study for this visual resource evaluation was conducted in the fall season during 75% leaf on conditions.

Methodology:

On Thursday, October 24, 2019, Tectonic Engineering P.C., conducted a field investigation for the purpose of evaluating the viewshed associated with the proposed installation of the 254 foot tall self-support lattice tower (structure) with a 4 foot lightning rod. Conditions were sunny, approximately 65°F, with wind speeds of approximately 4-5 mph. The study area consisted of West Point surrounding the project area.

The methodology utilized during this field investigation is referred to as a "balloon test." The height of the proposed structure was simulated by floating a three-foot diameter, helium-filled weather balloon at 254 feet above ground level (AGL). The balloon was set at the top of the structure, including the height of the lightning rod (254'), as opposed to the top of the structure (250'). The balloon provided reference points for height as well as location and also provides a known dimension that later aided in the production of photo simulations.

The participants then proceeded with a review of the propose structure's visual impact by noting those areas on a USGS 7.5 Minute Series Topographic Quadrangles Map that fall within the study area and marking those points from which, in theory, one might see the structure upon its completion.

Photographs were taken from various vantage points within the study area to document the actual view towards the proposed structure, as well as the general character of the viewshed. Each photograph attached includes a brief description of the location and orientation from which it was taken, as summarized below:

- 1. Looking south from property owners house at 13191 Mount Olive Cohoke Road, towards the proposed structure from ±506' away.*
- 2. Looking south from King Williams Road, towards the proposed structure from ±3,890' away.*
- 3. Looking northwest from 634 Sweet Hall Road, towards the proposed structure from ±4,700' away.*

These photo locations are presented on the attached *Photograph Log Map*.

Process:

Photographs of the weather balloon from the viewpoints noted were taken with a Nikon D3000 using a 18-55mm focal length lens, as determined by the field personnel to best mimic the view as observed from the human eye. A three foot (3') diameter red helium filled balloon was floated to a height of 254 feet. The 3' diameter was checked with the algebraic formula of circumference = pi x diameter, where (pi = 3.14) x (diameter = 3') was equal to the balloon having a 9.42' circumference.

In order to analyze the potential visual impacts of the proposed structure, Tectonic took photographs of the balloon from locations within the search area for the purpose of preparing simulations of the proposed structure. Photographs for which there are corresponding simulated views, three (3) in total, of the proposed structure were produced by first photographing an existing similar type structure, then photographing the view towards the proposed site where the marker balloon was set to a height of 254 feet AGL. The digital images of the balloon and similar structure were then merged and scaled through the use of the image editing software, "Adobe Photoshop CS5." With this process, the structure is scaled to the correct height and width by scaling the similar type structure using measurements from the marker balloon. The similar type structure used has an antenna array that spans twelve (12) feet. By measuring the balloon width of 3 feet, one can determine the proper width of the antenna array by multiplying the balloon width by four (4).

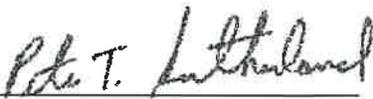
Conclusion:

The Visual Analysis presents a conservative delineation of the views within the study area, along the public roadways, and inside public parks. Most views from within the study area are blocked by the surrounding landscape and vegetation. In actuality, the views that do contain the structure will be partially obscured by mature vegetation and/or only the top portion of the structure may be visible. The installation of this telecommunications structure will not have a significant visual impact on the surrounding area.

Sincerely,

TECTONIC ENGINEERING CONSULTANTS, P.C.

By: 
Dina Peoples
GIS Specialist

Reviewed By: 
Peter T. Sutherland, P.E., P.G., L.E.P.
Sr. Vice President &
Corporate Director of Environmental Services

By: 
Lori A. Bart
Environmental Project Manager



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

VZW – SWEET HALL – RAW LAND
13191 Mount Olive Chohoke Road
West Point, VA 23181

Photo
Log

9820.SweetHall



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Looking south from the Property Owner's house.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 506'±

P-1

9820.SweetHall



Tectonic
PRACTICAL SOLUTIONS. RESPONDING SERVICE.

Looking south from the Property Owner's house.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 506'±

S-1

9820.SweetHall



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Looking south from King Williams Road.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 3,890'±

P-2

9820.SweetHall



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Looking south from King Williams Road.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 3,890'±

S-2

9820.SweetHall



24 10 2019 11 49

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE

Looking northwest from 634 Sweet Hall Road.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 4,700'±

P-3

9820.SweetHall



24.10.2019 11:49

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Looking northwest from 634 Sweet Hall Road.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 4,700'±

S-3

9820.SweetHall

January 29, 2020

To whom it may concern:

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS ("Verizon Wireless") has contracted Bamman Consulting ("BCI") to support it in upgrades to its wireless service. BCI is authorized to represent Verizon Wireless, acting as its agent, to our Landlords and to the municipal jurisdictions in which our sites are located.

It is Verizon Wireless' intent to construct and utilize a new cell tower on the property located at 13191 Mount Olive Cohoke Road, West Point, VA 23181. Verizon Wireless will construct and operate this facility in strict compliance with FCC and other regulations as appropriate.

Should you have any questions about this matter, please feel to contact Linda French at 804-543-7560 or linda.french@verizonwireless.com.

Verizon Wireless is looking forward to continuing its various business relationships and providing enhanced coverage within its wireless network.

Yours sincerely,

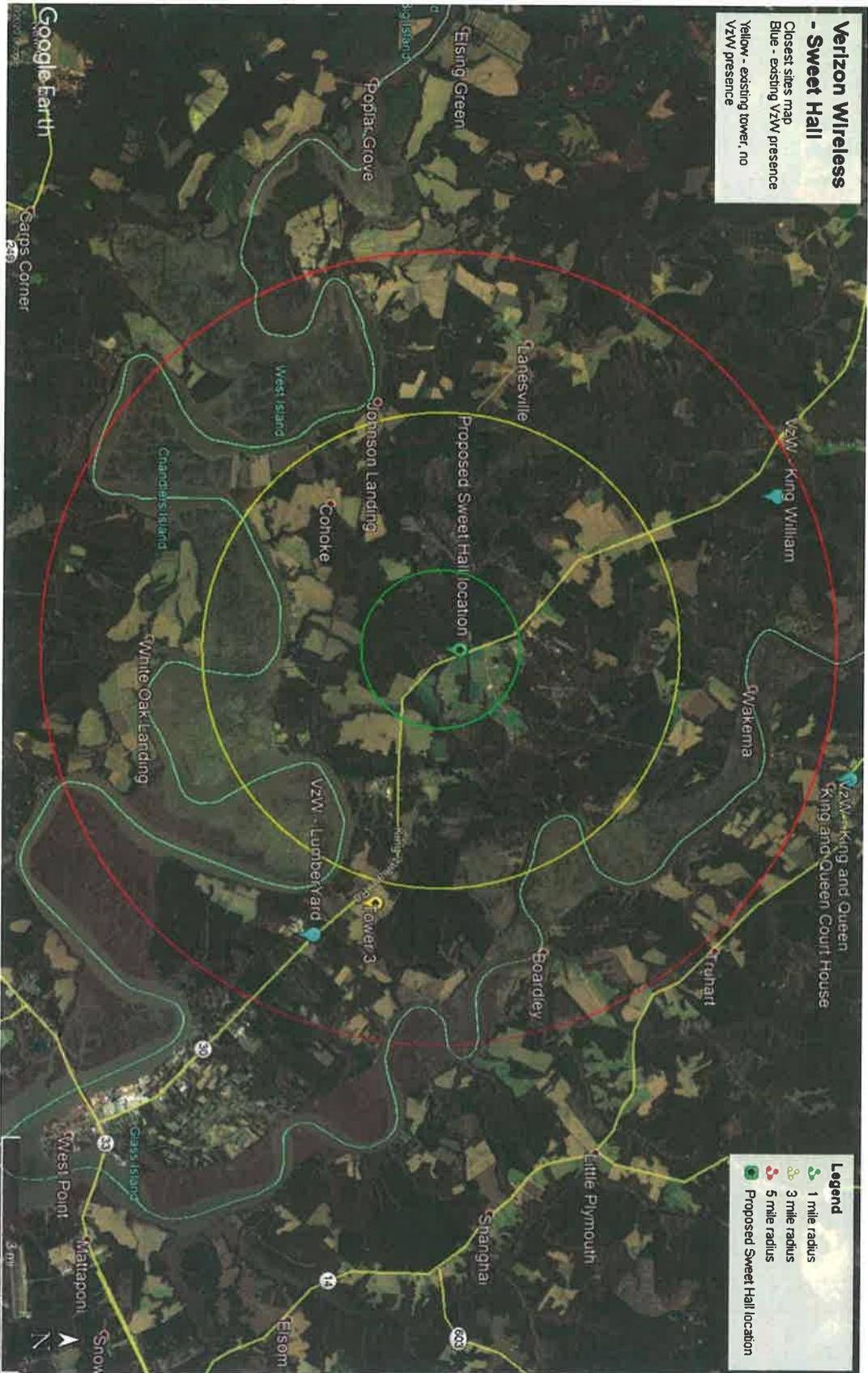


Linda French
Engr III Specialist – Real Estate/Regulatory

Verizon Wireless Sweet Hall – Existing Network

Nearest available existing towers from ASR database within 5 miles of the proposed tower including sites on which Verizon Wireless is already co-located.

Labelled Tower Number	Registration Number	File Number	Latitude	Longitude	Structure City/State	Overall Height Above Ground (AGL) (m)	Overall Height Above Ground (AGL) (ft)	Distance from proposed tower (miles)	Verizon site name
1	1216062	A1133034	37° 39' 22.5"N	076° 56' 39.4"W	West Point, VA	92.7	305	4.5	King William
2	1220850	A1024704	37° 34' 20.3"N	076° 50' 34.6"W	West Point, VA	94.8	312	4.0	Lumber Yard
3	1247155	A0494484	37° 35' 01.1"N	076° 51' 01.0"W	West Point, VA	112.7	372	3.3	N/A
4	1274817	A0815956	37° 40' 12.2"N	076° 52' 45.1"W	King Queen CH, VA	93.3	308	5.2	King and Queen



**Verizon Wireless
- Sweet Hall**
 Closest sites map
 Blue - existing VZW presence
 Yellow - existing tower, no VZW presence

Legend
 1 mile radius
 3 mile radius
 5 mile radius
 Proposed Sweet Hall location



Report of Title

5010 FULL PRESENT OWNER

This Report of Title is for informational purposes only and is not to be considered as a commitment to issue any form of title insurance policy. The report is for the use and benefit of the addressee only, and liability is hereby limited to the amount of the fee paid therefore.

US TITLE SOLUTIONS FILE NO.63646-VA1907-5010
REFERENCE NO. 18287 - KS SITE NAME Sweet Hall

PREPARED FOR: Rogers Lewis Jackson Mann & Quinn, LLC
Chris Robertson
1901 Main Street, Suite 1200
Columbia, SC 2920

PREMISES: 13191 MT OLIVE COHOKE ROAD, West Point, VA
Parcel 55-15G

COUNTY: King William

US Title Solutions
3 Werner Way, Lebanon, NJ 08833
Telephone (908) 849-3011 Facsimile (908) 849-7981
www.ustitlesolutions.com Report powered by LandIT

US TITLE SOLUTIONS
FILE NO. 63646-VA1907-5010 REFERENCE NO. 18287 - KS

SCHEDULE A

1 DATE OF THIS REPORT 8/1/2019

EXAMINED FROM 12/30/1977

EXAMINED THRU 8/1/2019

2 THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:

Fee Simple

3 TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

Robert H. Green, Jr., Trustee under the provisions of the Robert H. Green, Jr. Revocable Trust under Agreement dated September 26, 2013, and Jana D. Green, Trustee under the provisions of the Jana D. Green Revocable Trust Agreement dated September 26, 2013

SOURCE OF TITLE:

Deed made by Robert H. Green, Jr. and Jana D. Green, husband and wife dated Sep 26, 2013 recorded on Nov 08, 2013 in instrument no. 130002548.

4 THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

All THAT certain lot or parcel of land, lying and being in West Point Magisterial District, King William County, Virginia, containing 25.006 acres per plat of survey by Paul A. Jalbert, dated July 18, 1994 and designated as Parcel 7 on the aforesaid plat. The plat is entitled "Plat of three (3) parcels of land located on the northern line of State Route 632 and lying in the West Point District, King William County, Virginia". A copy of the plat is recorded in the Clerk's Office, Circuit Court, King William County, Virginia along with that Deed dated July 27, 1994, between William W. Rosson and Doran B. Green in Deed Book 236, page 116.

US TITLE SOLUTIONS
FILE NO. 63646-VA1907-5010 REFERENCE NO. 18287 - KS

SCHEDULE B

THIS IS NOT A COMMITMENT OR PRELIMINARY REPORT OF TITLE TO ISSUE A POLICY OR POLICIES OF TITLE INSURANCE. THE EXCEPTIONS SET FORTH HEREIN ARE INTENDED TO PROVIDE YOU WITH NOTICE OF MATTERS AFFECTING TITLE TO THE LAND DESCRIBED IN SCHEDULE A OF THIS REPORT.

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
2. Mortgages returned herein. (-1-). See Separate Mortgage Schedule.
3. Any state of facts which an accurate survey might show or survey exceptions set forth herein.
4. Rights of tenants or person in possession.

(Judgments, Liens and UCC)

- 5 None within period searched

(Covenants/Restrictions)

- 6 None within period searched

(Easements and Rights of Way)

7. Agreement by Evelyn N. Hyde a Widow, Susan R. Fellows, unmarried, K. R. Hyde, Jr. and Anne F. Hyde, his wife, Charles N. Hyde and Lynne C. Hyde, his wife to Virginia Electric and Power Company, a Virginia corporation, dated 3/29/1982 recorded 7/28/1982 in book 147 page 29 .
Notes: Electric and communication facilities.
8. Right of Way by Susan R. Fellows, Unmarried, Evelyn N. Hyde and Charles N. Hyde, Husband and Wife, Kenneth R. Hyde, Jr. and Anne F. Hyde, Husband and Wife to Virginia Electric and Power Company, a Virginia corporation, dated 5/14/1989 recorded 8/10/1989 in book 185 page 184 .
Notes: Electric and communication facilities.
9. Right of Way by Robert H. Green, Jr. to Virginia Electric and Power Company, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, dated 6/16/2005 recorded 7/8/2005 in Instrument No :050002597.
Notes: Electric and communication facilities.

10. Easement by Robert H. Green, Jr. to Verizon Virginia Inc., a Virginia corporation, dated 2/20/2007 recorded 4/6/2007 in Instrument No :070001421.
Notes: Communication system.

(Other Filed Documents)

11. Homestead Deed for Real Property between Anne F. Murray dated 4/14/1992 recorded 4/16/1992 in book 208 page 618 .
12. Plat of Three Parcels of Land Located on the Northern Line of State Route 632 and Lying in the West Point District, King William County, Virginia dated 7/18/1994 recorded 8/25/1994 in book 15 page 131 .

US TITLE SOLUTIONS**FILE NO. 63646-VA1907-5010 REFERENCE NO. 18287 - KS**

MORTGAGE SCHEDULE

1. Deed of Trust made by Robert H. Green, Jr., Trustee of the Robert H. Green, Jr. Revocable Trust under trust instrument dated September 26, 2013 and Jana D. Green, Trustee of the Jana D. Green Revocable Trust under trust instrument dated September 26, 2013, a husband and wife, to John A. Cuccia, III as trustee, to Mortgage Electronic Registration Systems, Inc., MERS (organized and existing under the laws of Delaware) is a separate corporation that is acting solely as a nominee for the Lender, Branch Banking and Trust Company, a state non-member bank organized and existing under the laws of North Carolina, in the sum of \$178,000.00 dated as of 8/25/2016 recorded 8/30/2016 in Instrument No. 160001794.

US TITLE SOLUTIONS
FILE NO. 63646-VA1907-5010 REFERENCE NO. 18287 - KS

TAX SEARCH

1. TAX ID :55 15G

Period :2019 Payment Status: Paid

Tax Amount : \$1,169.17

US TITLE SOLUTIONS

FILE NO. 63646-VA1907-5010 REFERENCE NO. 18287 - KS

DEED CHAIN

1. Deed made by Robert H. Green, Jr. and Jana D. Green, husband and wife to Robert H. Green, Jr., Trustee under the provisions of the Robert H. Green, Jr. Revocable Trust under Agreement dated September 26, 2013, and Jana D. Green, Trustee under the provisions of the Jana D. Green Revocable Trust Agreement dated September 26, 2013 dated 9/26/2013 recorded on 11/8/2013 Instrument No. 130002548.

SWL FRI SE 1 6000.00 6000 :
 27
 HEAT-
 CENTR 2070 2.00 4140 :
 OPEN POR R 240 15.00 3600 :
 DECK W/RAI 40 11.00 440 :
 DECK W/RAI 652 11.00 7172 :
 Grade Factor (C+10) 1.08 :
 Replacement Cost New 182520 : +-----30-----
 Phys Depr. % (.060) 2007 -
 AVG 10951 : 8 OPR 8
 Total Bldg. Value 171600 :DWL
 +--14---2---14---1-----30-----

----- Other Improvements Valuation -----
 |Sec Type Str Description Area
 Desc Length Width Size Grade Rate FV/Pct Value DWL DWELLING 1.00 N44E28810E4E22E4
 2070 CARPORT 24.0 26.0 624 500 S27W308831W14N2W14
 SHED FRAM 12.0 12.0 144 600 OPR OPEN POR R 1.00 S8W30N8E30
 240 GARAGE ME 40.0 60.0 2400 20000 WDR DECK W/RAI 1.00 E4S10W4N10
 40 FENCE WDR DECK W/RAI 1.00 N8E54S18W22N10W4
 652 CARPORT 24.0 31.0 744 600 W28
 DECK 18.0 18.0 324 800 Total Square Feet
 3002 HOT TUB 1 2500.00 2500 -----
 Total Imp Value 25000 Cur. Value Prev. Value
 %Inc. Land 75300 75800

() Land Valuation -----
 |Improvements 196600 221400 ()
 M Cls Desc G Size Dpth Rate FV/Pct Value Total 271900 297200
 ()
 A 810 MDLAND CUT J 21.01 2000.00 42020 Average Price Per Acre 3013
 A 200 H/S W DWL P 1.00 28000.00 28000 Sale Date/Amount 8/00/1994 25
 000 A 600 OPEN LAND A 3.00 1775.00 5325
 Total Land Value 25.010 75300

----- Comments -----
 |
 ALL CUT OVER
 9/21/00 VACANT. 10 YR OLD FINES.
 VACANT 2004
 BP #271-
 2005 NEW DWELLING 95% COMPLETE 7/20/05
 CO DATED 12-12-
 05 PER ANNA
 BP#459-
 2005DETACHED GARAGE JUST FOUNDATION 2/24/06
 BP #459-

2005 CARPORT&SHED 100% COMPLETE 2/24/06

BP#459-

2005 SHED&GARAGE 100% COMPLETE 8/17/06

OUT OF LAND USE DELINQUENT 2015

Total Property Value	271900
----------------------	--------

Real Estate Public Inquiry Ticket Detail

REAL ESTATE TAX 2019

Department: RE2019 Ticket No: 28160001 Frequency: 1 Supplement No: 0

Name: GREEN ROBERT H JR TRUSTEE Account No: 8467

Name 2: GREEN JANA D TRUSTEE

Map No: 55 15G

Address:

District: 03

13191 MT OLIVE COHOKE RD
WEST POINT VA 23181

Description: PT DREWEY LANE
PARCEL 7

Bill Date: 05/06/2019

Due Date: 06/25/2019

Land Value: \$75,300

Improvement Value: \$196,600

Original Bill: \$1,169.17

Acres: 25.01

Last Date: 06/04/2019

Payments: \$1,169.17- Penalty Paid: \$0.00 Interest Paid: \$0.00

Amount Owed: \$0.00

Total Owed: \$0.00

Penalty: \$0.00

Interest: \$0.00

Note: If payment was received within the past 10 business days,
then any returned items may not be posted at this time.

Date	Type	Transaction No.	Amount	Balance
05/06/2019	Charge	0	\$ 1169.17	\$ 1169.17
06/04/2019	Payment	3546	\$ -1169.17	\$ 0.00

[New Search](#)

[Previous](#)

Real Estate Public Inquiry Ticket Detail

REAL ESTATE TAX 2019

Department: RE2019 Ticket No: 28160002 Frequency: 2 Supplement No: 0

Name: GREEN ROBERT H JR TRUSTEE Account No: 8467

Name 2: GREEN JANA D TRUSTEE Map No: 55 15G

Address: District: 03

13191 MT OLIVE COHOKE RD Description: PT DREWEY LANE
WEST POINT VA 23181 PARCEL 7

Bill Date: 05/06/2019

Due Date: 12/05/2019

Land Value: \$75,300

Improvement Value: \$196,600

Original Bill: \$1,169.17 Acres: 25.01 Last Date: 05/06/2019

Payments: \$0.00 Penalty Paid: \$0.00 Interest Paid: \$0.00

Amount Owed: \$1,169.17

Total Owed: \$1,169.17 Penalty: \$0.00 Interest: \$0.00

Note: If payment was received within the past 10 business days,
then any returned items may not be posted at this time.

Date	Type	Transaction No.	Amount	Balance
05/06/2019	Charge		\$ 1169.17	\$ 1169.17

[New Search](#) | [Previous](#)

Mailed: M. L. Dickerson, Office Supervisor
Real Estate Dept. Virginia Electric & Power
Richmond, Virginia 23261
August 6, 1982
Co.

No. 0758060

BOOK 147 PAGE 029

THIS AGREEMENT, made this 29th day of March, 1982, between
Evelyn N. Hyde, a Widow, Susan R. Yellows, unmarried, K. R. Hyde, Jr. and
Anne F. Hyde, his wife, Charles M. Hyde and Lyona C. Hyde, his wife.

of King William, Virginia, hereinafter called "Owner"
("Owner" wherever used herein being intended to include the grantors whether one or more or masculine
or feminine), and Virginia Electric and Power Company, a Virginia corporation, hereinafter called
"Company."

WITNESSETH:

That for the sum of One Dollar (\$1.00), and other valuable considerations, the receipt whereof is hereby
acknowledged, Owner grants unto Company, its successors and assigns, the right, privilege and easement of
right of way to construct, operate and maintain a pole line for transmitting and distributing electric power,
including all wires, poles, attachments, ground connections, equipment, accessories and appurtenances desir-
able in connection therewith (hereinafter referred to as "facilities"), and including all telephone wires and
attachments of any other company, over, upon and across the lands of Owner, situated in

King William County, Virginia, as shown on Plat N&E282-32, hereto attached
and made a part of this agreement; the location of said right of way being shown in broken lines on said plat.

The facilities erected hereunder shall remain the property of Company. Company shall have the right to
inspect, rebuild, remove, repair, improve, relocate on the right of way above described, and make such changes,
alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem
advisable, including the right to increase or decrease the number of wires.

Company shall at all times have the right to trim, cut and keep clear all trees, limbs, undergrowth and
other obstructions along said pole line or adjacent thereto that may endanger the safe and proper operation
of its facilities. All trees and limbs cut by Company at any time shall remain the property of Owner.
Trees cut by Company with merchantable trunks six inches or more in diameter will be cut into lengths of not
less than four feet when requested by Owner and will be placed in piles separate from other trees, limbs and
undergrowth cut by Company.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have
the right of ingress to and egress from the right of way over the lands of Owner adjacent to the right of way
and lying between public or private roads and the right of way in such manner as shall occasion the least prac-
ticable damage and inconvenience to Owner.

Company shall repair damage to roads, fences or other improvements and shall pay Owner for other
damage done in the process of the construction, inspection, or maintenance of Company's facilities, or in the
exercise of its right of ingress and egress; provided Owner gives written notice thereof to Company within
thirty days after such damage occurs.

The Owner covenants that he is seized of and has the right to convey the said easement of right of way,
rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the
aforesaid easement of right of way, rights and privileges, and that Owner shall execute such further assur-
ances thereof as may be required.

WITNESS the following signature and seal:

Approved
D. B. G.
Notary Public

Evelyn N. Hyde (SEAL.)
Joseph J. Collins (SEAL.)
Lynne C. Hyde (SEAL.)
Charles H. Hyde (SEAL.)
Anna T. Hyde (SEAL.)
R. R. Hyde, Jr. (SEAL.)

STATE OF VIRGINIA

County of *Middlesex*

To-wit:

I, *Lawrence W. Wilcox, Jr.*, a Notary Public in and for the City aforesaid,
County aforesaid,
State of Virginia at Large.
 whose commission expires on the *31st* day of *May*, 19*85*, do hereby certify that

Evelyn N. Hyde

whose name *Hyde* signed to the foregoing writing dated the *29th* day of *March*
 19*82*, acknowledged the same before me in the *county* aforesaid this *29th* day of
March, 19*82*

L. W. Wilcox, Jr.
 Notary Public

STATE OF VIRGINIA

CITY of STANTON

To-wit:

I, REX GREAVEN, a Notary Public in and for the City aforesaid, County aforesaid, State of Virginia at Large, whose commission expires on the 7 day of JANUARY, 1984, do hereby certify that

CHARLES N. HYDE

whose name LS signed to the foregoing writing dated the 29th day of MARCH 1982, acknowledged the same before me in the CITY aforesaid this 10 day of APRIL, 1982

Rex Greaven
Notary Public



STATE OF VIRGINIA

CITY of STANTON

To-wit:

I, REX GREAVEN, a Notary Public in and for the City aforesaid, County aforesaid, State of Virginia at Large, whose commission expires on the 7th day of JANUARY, 1984, do hereby certify that

LYNNE C. HYDE

whose name LS signed to the foregoing writing dated the 30th day of MARCH 1982, acknowledged the same before me in the CITY aforesaid this 10th day of APRIL, 1982

Rex Greaven
Notary Public



BOOK 147 PAGE 032

STATE OF VIRGINIA

County of Fairfax } To-wit:

I, Diane A. Chamberlain, a Notary Public in and for the State of Virginia at Large, whose commission expires on the 7th day of April, 1983, do hereby certify that

Awan R. Fellers

whose name ad. signed to the foregoing writing dated the 29th day of March, 1982, acknowledged the same before me in the county aforesaid this 29th day of April, 1982.

Diane A. Chamberlain
Notary Public.

STATE OF ~~VIRGINIA~~ NORTH CAROLINA

County of Wilson } To-wit:

I, Doris M. Hill, a Notary Public in and for the State of North Carolina at Large, whose commission expires on the day of 19, do hereby certify that

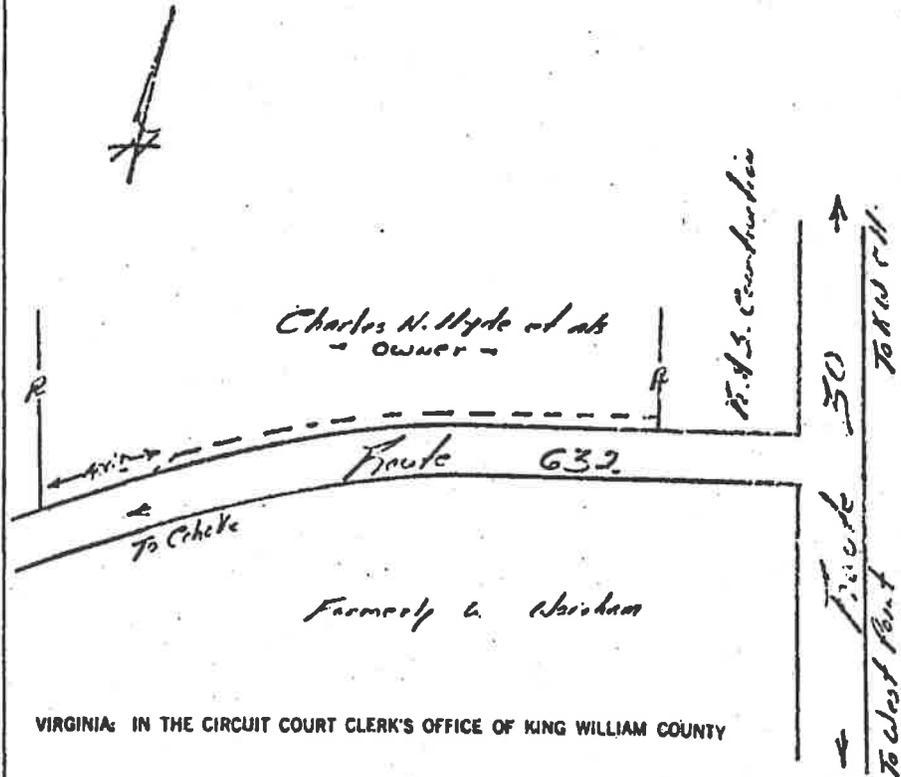
Ann F. Hyde, K. L. Hyde Jr.

whose name S. ARE signed to the foregoing writing dated the 29th day of March, 1982, acknowledged the same before me in the county aforesaid this 29th day of JUNE, 1982.

Doris M. Hill
Notary Public.



BCCA 147 PAGE 033



VIRGINIA: IN THE CIRCUIT COURT CLERK'S OFFICE OF KING WILLIAM COUNTY

This Agreement & Plat was presented and together with the certificate annexed, admitted to record, at 9:00 O'Clock A. M. on July 28, 1982

Teste
Conrad M. Clouston CLERK

§ 19A.30 VIRGINIA ELECTRIC AND POWER COMPANY PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT		
<i>Gloucester</i>		DISTRICT
DISTRICT-TOWNSHIP	COUNTY-CITY	STATE
<i>West Point</i>	<i>King William</i>	<i>Virginia</i>
<i>Gloucester</i>	OFFICE	<i>GER-32</i>
<i>1-10-12-1982</i>		

----- LOCATION OF RIGHT OF WAY

Date 8-20-89

700401 JK

Returned To

W. Pavesy
7500 W. Broad St.
Richmond, VA

BOOK 185 PAGE 184

Right Of Way Agreement -
Individual Overhead Easement



VERGINIA POWER

COR 16-10-04

THIS AGREEMENT, Made this 14th day of May, 1989, between

Susan R. FELLOWS, Unmarried
Evelyn N. HYDE and Charles N. HYDE, Husband and Wife
Kenneth R. HYDE, JR. and Anne F. HYDE, Husband and Wife

of North Carolina JUDGEM hereinafter called "Owner"
("Owner" wherever used herein being intended to include the grantors whether one or more or masculine or
feminine), and Virginia Electric and Power Company, a Virginia corporation, hereinafter called "Company."

WITNESSETH:

That for the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby
acknowledged, Owner grants unto Company, its successors and assigns, the right, privilege and easement of right of
way Fifteen (15) feet in width to construct, operate and maintain a pole line for
transmitting and distributing electric power, including all wires, poles, attachments, ground connections, equipment
accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities") and including
all telephone wires and attachments of any other company and for communication purposes. The Company shall
have the right to assign or transfer, without limitation, all or any part of the perpetual right, privilege and easement of
right of way granted herein, over, upon and across the lands of Owner, situated in King William County

Virginia, as shown on Plat No. 04-88-0281, hereto
attached and made a part of this agreement; the location of boundary of said right of way being shown in broken lines
on said plat.

The facilities erected hereunder shall remain the property of Company. Company shall have the right to
inspect, rebuild, remove, repair, improve, relocate on the right of way above described, and make such changes,
alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable,
including the right to increase or decrease the number of wires.

Company shall at all times have the right to trim, cut and keep clear all trees, limbs, undergrowth and other
obstructions inside and outside the boundaries that may endanger the safe and proper operation of its facilities. All
trees and limbs cut by Company at any time shall remain the property of Owner. Trees cut by Company with
merchantable trunks six inches or more in diameter will be cut into lengths of not less than four feet when requested
by Owner and will be placed in piles separate from other trees, limbs and undergrowth cut by Company.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have the
right of ingress to and egress from the right of way over the lands of Owner adjacent to the right of way and lying
between public or private roads and the right of way in such manner as shall occasion the least practicable damage
and inconvenience to Owner.

Company shall repair damage to roads, fences or other improvements and shall pay Owner for other
damage done in the process of the construction, inspection, or maintenance of Company's facilities, or in the exercise of
its right of ingress and egress; provided Owner gives written notice thereof to Company within thirty days after such
damage occurs.

BOOK 185 PAGE 185



Right Of Way Agreement - Individual Overhead Easement

COR 16-10-04

Owner covenants that he is seized of and has the right to convey the said easement of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

WITNESS the following signature(s) and seal(s):

Witness signatures: Susan R. Fellows (SEAL), Evelyn N. Hyde (SEAL), Charles N. Hyde (SEAL), Kenneth R. Hyde, Jr. (SEAL), Anne F. Hyde (SEAL)

NORTH CAROLINA STATE OF VIRGINIA County OF Wilson

To-wit:

Stephanie C. Williams, a Notary Public in and for the State of Virginia at Large, whose commission expires on the 14th day of February, 1992

do hereby certify that SUSAN R. FELLOWS, EVELYN N. HYDE, CHARLES N. HYDE, KENNETH R. HYDE, JR, ANNE F. HYDE

whose name s. A.F. signed to the foregoing writing dated the 14th day of May, 1989 acknowledged the same before me in the County of Wilson aforesaid this 15th day of May, 1989

Stephanie C. Williams Notary Public

APPROVED BY: [Signature] CENTRAL DIVISION RIGHT OF WAY

BOOK 185 p. 186

CON 16

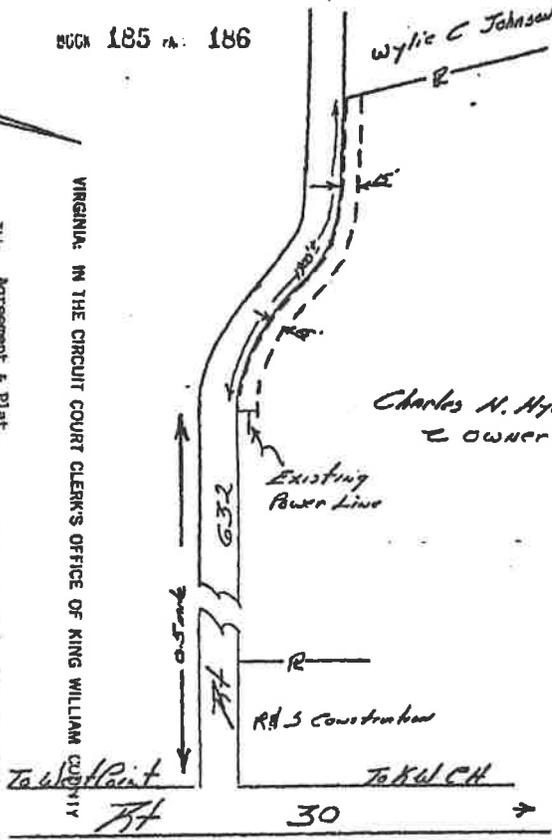


VIRGINIA, IN THE CIRCUIT COURT CLERK'S OFFICE OF KING WILLIAM COUNTY

This Agreement & Plat was presented and together with the certificate annexed, admitted to record, at 9:00 O'Clock A. M. on August 10, 1989

Tester Emmett M. Upshaw, Clerk

By: Henry C. Johnson Deputy Clerk



Plat To Accompany Right-Of-Way Agreement
Virginia Electric and Power Company

Legend
--- Location Of Boundary Lines Of Right-Of-Way

District		
<u>Gloucester</u>		
District-Township-Borough	County-City	State
<u>West Point</u>	<u>King William</u>	<u>Virginia</u>
Office		Post Number
<u>Gloucester</u>		<u>01990-181</u>
Estimate Number	Grid Number	
<u>ALONE</u>	<u>H1A04</u>	
Date	By	
<u>11-17-88</u>	<u>Leonard G. Wilson, Jr.</u>	



050002597

Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 16th day of June, 2005, by and between

ROBERT H. GREEN, JR.

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said easement shall extend FIFTEEN (15) feet in width across the lands of GRANTOR; and

Initials: RKG _____

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Virginia Power, 1601 Hamilton Avenue Portsmouth VA 23707.

(Page 1 of 5 Pages)
DVPIDNo(s). 04-05-0135
Tax Map No. T.M. 55 - 15G

Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in **KING WILLIAM COUNTY, Virginia**, as more fully described on Plat(s) Numbered 04-05-0135, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have 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, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: RAG _____ _____

(Page 2 of 5 Pages)
DVPIDNo(e), 04-05-0135

Form No. 728493A2(Mar 2001)
© Dominion Resources Services, Inc.

Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE's** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE's** rights in Paragraph 4 of this Right of Way Agreement), 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 **GRANTEE's** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE's** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE** shall have the right to assign or transfer, without limitation, to any public service company all or any part of the perpetual right, privilege and easement granted herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: LAG _____

(Page 3 of 5 Pages)
DVPIDNo(s). 04-05-0135

Form No. 728483A3(Mar/2001)
© Dominion Resource Services, Inc.



Right of Way Agreement

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

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.

WITNESS the following signatures and seals:

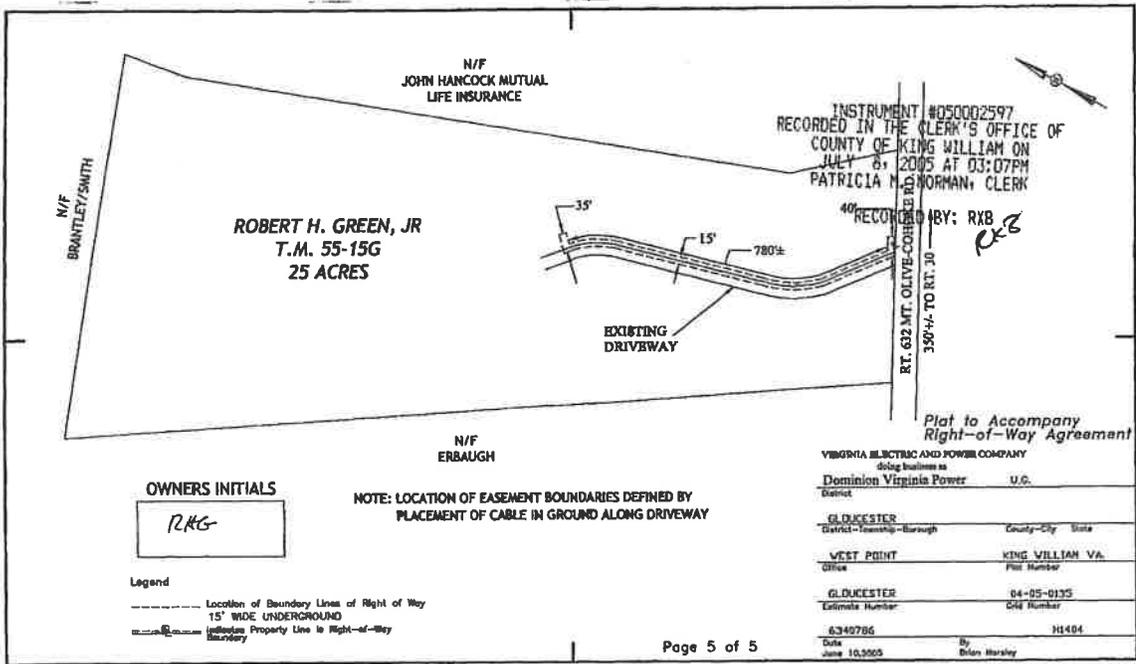
Robert H. Green, Jr. (SEAL) _____ (SEAL)
 ROBERT H. GREEN, JR.
 _____ (SEAL) _____ (SEAL)

State of Virginia
 City/County of James City

The foregoing instrument was acknowledged before me this 16th day of June,
2005 by ROBERT H. GREEN, JR.
(Name of Grantor(s) Signing)

Erna G. Huffman _____
 Notary Public (Print Name) Erna G. Huffman
 Notary Public (Signature)

My commission expires: Sept-30, 2008



N/F
JOHN HANCOCK MUTUAL
LIFE INSURANCE

ROBERT H. GREEN, JR
T.M. 55-15G
25 ACRES

N/F
ERBAUGH

INSTRUMENT #050002597
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF KING WILLIAM ON
JULY 8, 2005 AT 03:07PM
PATRICIA M. NORMAN, CLERK

RECORDED BY: RXB
RKB

EXISTING
DRIVEWAY

RT. 612 MT. OLIVE-COURT
380'-4" TO RT. 30

Plat to Accompany
Right-of-Way Agreement

OWNERS INITIALS
RKG

NOTE: LOCATION OF EASEMENT BOUNDARIES DEFINED BY
PLACEMENT OF CABLE IN GROUND ALONG DRIVEWAY

Legend
----- Location of Boundary Lines of Right of Way
15" WIDE UNDERGROUND
----- Indicates Property Line to Right-of-Way
Boundary

VIRGINIA ELECTRIC AND POWER COMPANY doing business as		
Dominion Virginia Power	U.C.	
District		
GLoucester	County-City	State
West Point	KING WILLIAM VA.	
Office		
GLoucester	64-05-0135	
Estimate Number		
6340786	H1404	
Date	By	
June 10, 2005	Brian Harsley	

Parcel I.D. No.: 55-15-G
ROW Tracking No.: CBCC-07-264457-R

VDOT Project No.: N/A
Verizon W. O. No.: 7A01014

#7070001421



After Recording Mail To:
VERIZON VIRGINIA INC.
2600 Brittons Hill Road
Richmond, VA 23230

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

TAX MAP PARCEL I.D. NO:
55-15-G

DEED OF EASEMENT

THIS DEED OF EASEMENT made this 2^o day of February, 2007, by and between Robert H. Green, Jr., Virginia herein after called Grantor and VERIZON VIRGINIA INC., a Virginia corporation, its successors, assigns lessees and agents, 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 buried cables, buried wires, posts, terminals, pedestals, vaults, conduits, manholes, handholes, and related above-ground facilities, including but not limited to, posts, terminals, location markers, cabinets, equipment housings, 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 West Point District of King William County, Commonwealth of Virginia, more particularly identified as Tax Map No. 55-15-G (the "Property") as shown and described on Exhibit "A", numbered CBCC-07-264457-R, attached hereto and made a part hereof (the "Easement Area").

The herein granted right and easement is a 0.024 acre (1,042.5 sq. ft.) area situated near the southeasterly corner of the Grantor's land, being more particularly described as:

Description - Verizon Easement

Beginning at point marking the southeasterly parcel corner located on the northerly right of way line of Mount Olive - Cohoke Road (Route 632), said point being approximately 359 feet westerly of the centerline of State Route 30; thence South 70 degrees 16 minutes 00 seconds West 54.26 feet to a point; thence North 19 degrees 44 minutes 00 seconds West 20.00 feet to a

point; thence North 70 degrees 16 minutes 00 seconds East 50.00 feet to a point; thence South 31 degrees 45 minutes 00 seconds East 20.45 feet to the point of beginning,

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

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.

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 its facilities or impedes the access thereto.

The communications system constructed hereunder is and shall remain the property of the Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, 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.

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 Area.

Grantor grants and conveys to Dominion – Virginia 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.

During periods of actual construction, Grantee shall have the temporary right to use Grantor's property lying adjacent to the Easement Area.

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.

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.

IN WITNESS WHEREOF, the following signatures and seals:

Robert H. Green, Jr.

By: Robert H. Green, Jr.

Print Name: Robert H. Green, Jr.

Print Title: Owner

COMMONWEALTH/STATE OF Virginia :

County/City of James City ; to wit:

I, Miriam Tietjens, a Notary Public in and for the jurisdiction aforesaid do hereby certify that Mr. Robert H. Green, Jr., as Owner, did personally appear before me and acknowledge the foregoing writing dated 2/13/07 in the jurisdiction aforesaid this 20th day of February, 2007.

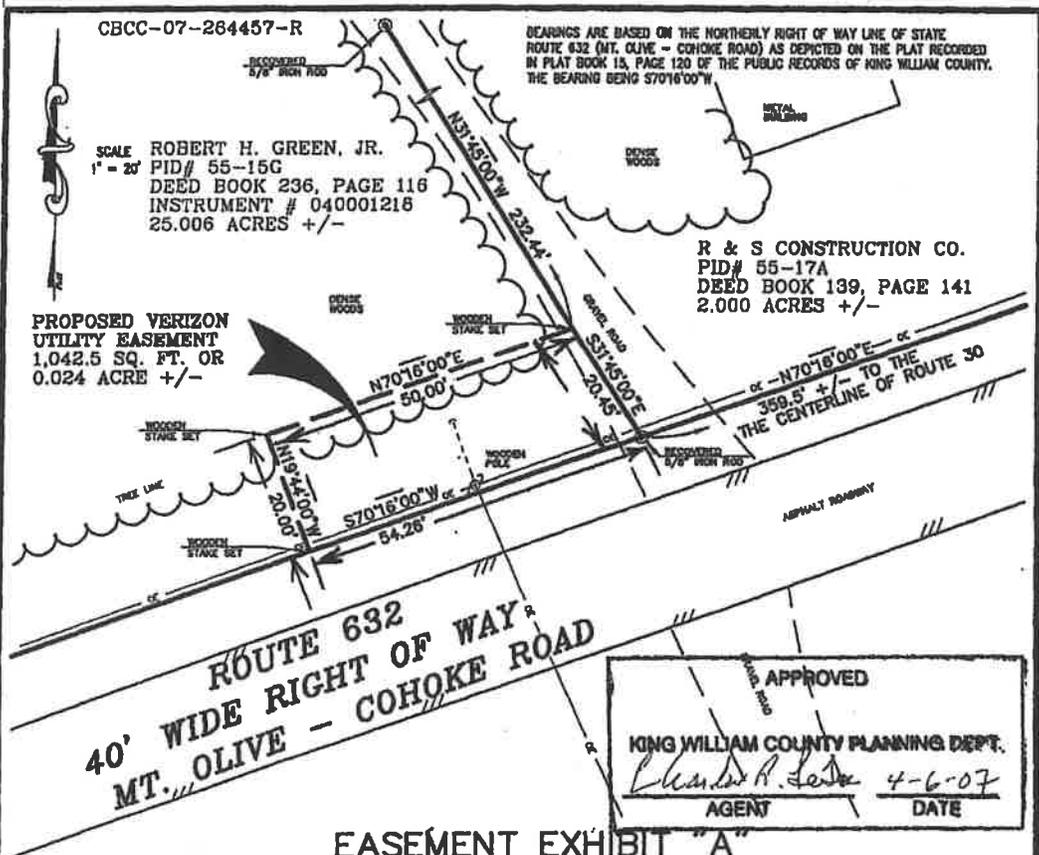
Miriam Tietjens

My Commission expires: May 31, 2010

Notary Public

**Miriam E. Tietjens
Notary Public
Commonwealth of Virginia
My Commission Expires May 31, 2010**

Exhibit "A"



EASEMENT EXHIBIT "A"

PARCEL 7, "PLAT OF THREE PARCELS OF LAND LOCATED ON THE NORTHERN LINE OF STATE ROUTE 632 AND LYING IN THE WEST POINT DISTRICT OF KING WILLIAM COUNTY" AS RECORDED IN PLAT BOOK 15, PAGE 120
LOCATED IN WEST POINT DISTRICT, KING WILLIAM COUNTY, VIRGINIA
ACROSS THE PROPERTY OF ROBERT H. GREEN, JR.



8201 Arboretum Parkway Suite 140 Richmond, Virginia 23238

Phone: (804) 323-8900 Fax: (804) 323-0595
Email: jmtva@jmt-engineering.com

REVISED 2/12/07 - ADDED INSTRUMENT NUMBERS AND VERIZON CODE

DATE: 2-9-07	DATE OF FIELD SURVEY: 2-5-07
SCALE: 1" = 20'	CHECKED BY: RBM

PARCEL: Tax Map ID# 55-15-G; 13191 Mount Olive - Cohoke Road, West Point, VA 23181

VERIZON VIRGINIA INC. RIGHT-OF-WAY Exhibit "A"	GRANTOR/OWNER: Robert H. Green, Jr.	CITY/COUNTY: King William County
..... DENOTES AND/OR RW - - - - - LIMITS OF RIGHT-OF-WAY	ADDRESS: 13191 Mount Olive-Cohoke Road, West Point, VA 23181	MAGISTERIAL DIST.: West Point TAX MAP NO.: 55-15-G PROPERTY I.D.: N/A
E.A.: Dan Clark PHONE NO.: 804-772-5246	PH. NO.: 804-843-9292	DEED BOOK: <u>N/A</u> PAGE: <u>N/A</u> INSTRUMENT #: 040001218
CENTRAL OFFICE: West Point VZ ROW NUMBER: CBCC-07-264457-R COVER SHEET NUMBER: CS-	Grantor: Doran B. Green	GRSM SH E-W N-S SH 249 H 7 1 OF 1
	Grantor: William W. Rosson	ROUTE <u>1A2</u> PLAT <u>79</u> WORK ORDER #:

00000000
00000000
00000000
00000000

INSTRUMENT #070001421
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF KING WILLIAM ON
APRIL 6, 2007 AT 10:27AM
PATRICIA M. NORMAN, CLERK

RECORDED BY: PMN *PMN*

DATE 4-16-92
RETURNED TO:
Hazel & Thomas
P.O. Box 3-K
Richmond, VA 23206

BOOK 208 PAGE 618

HOMESTEAD DEED FOR REAL PROPERTY

NAME OF HOUSEHOLDER: Anne F. Murray
ADDRESS OF HOUSEHOLDER: 116 Crittenden Lane
Newport News, Virginia 23206

IS THE HOUSEHOLDER A DISABLED VETERAN ENTITLED TO CLAIM THE
ADDITIONAL EXEMPTION UNDER § 34-4.1? No

NAME(S) AND AGE(S) OF DEPENDENT(S): N/A

COUNTY/CITY IN WHICH REAL PROPERTY CLAIMED AS EXEMPT IS LOCATED:

King William County

DESCRIPTION OF PROPERTY CLAIMED AS EXEMPT: 390 acres of land

located at Drury Lane Farm, King William County, Virginia

VALUE OF PROPERTY DESCRIBED ABOVE: Approximately \$300,000

Anne F. Murray 4/14/92
Anne F. Murray

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS
The foregoing instrument was subscribed and sworn to before
me this 14 day of April, 92 by Anne F. Murray.

John B. Cooper
Notary Public

My commission expires: 09/30/94.

Bruce H. Matson (Va. Bar No. 22874)
William A. Brosious (Va. Bar No. 27436)
Otto W. Konrad (Va. Bar No. 33405)
HAZEL & THOMAS, P.C.
411 East Franklin Street
P. O. Box 3-K
Richmond, Virginia 23206

Counsel for Anne F. Murray

VIRGINIA: IN THE CIRCUIT COURT CLERK'S OFFICE OF KING WILLIAM COUNTY:

This Homestead Deed was presented and together with the
certificate annexed, admitted to record, at 11:45 O'Clock A. M. on
April 16, 1992

Tester
Ernest M. Shelton CLERK

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND

Paula Albert

PRESENT OWNER: COLONIAL FARM CREDIT, ACA DEED BOOK 229 PAGES 371 & 374.

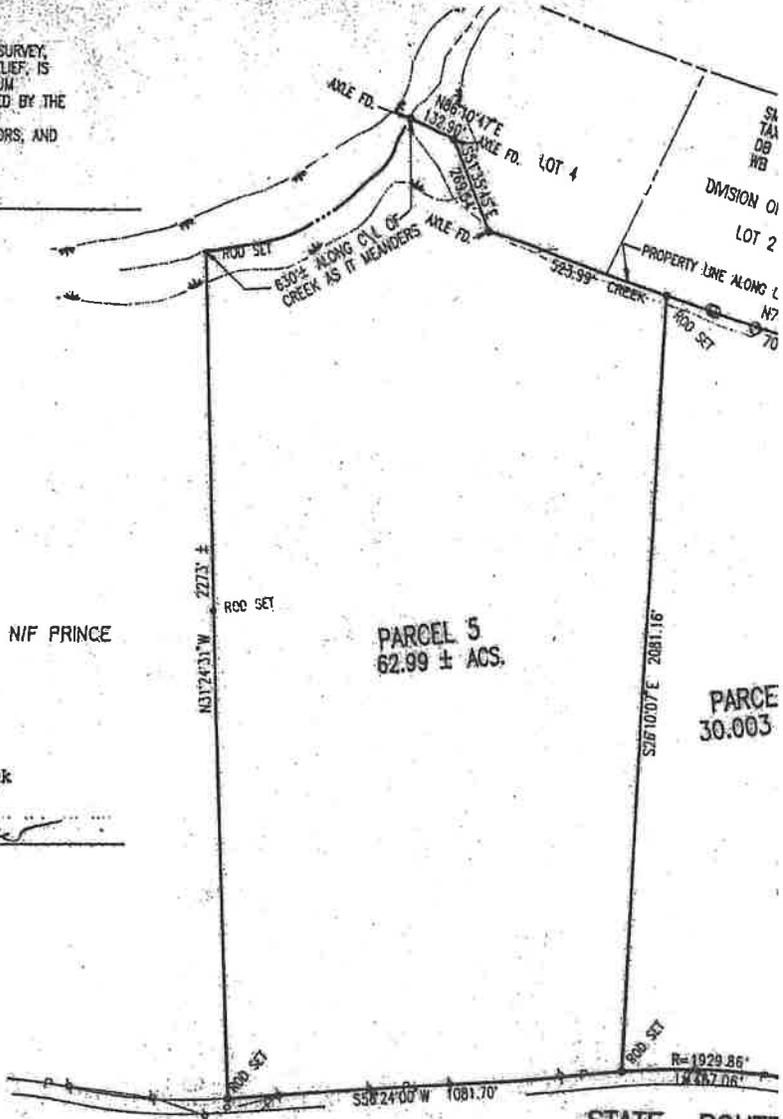


NIF PRINCE

August 25, 1994
SEE DEED BOOK 236 Page 116

TESTE: Emmett M. Upshaw, Clerk

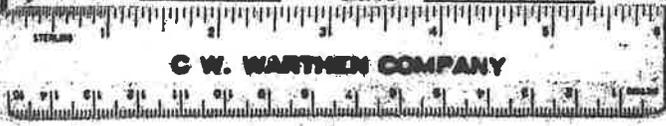
Emmett M. Upshaw



STATE ROUTE
40' R/W ; DEED BOOK 60

PLAT OF THREE PARCELS OF LAND LOCATED ON THE NORTHERN LINE OF STATE ROUTE 632 AND LYING IN THE WEST POINT DISTRICT, KING WILLIAM COUNTY, VIRGINIA.

Job no. 3997-0014 date JULY 18, 1994 scale 1" = 300'



06670

23

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 8/25/2016
Instrument Type: DOT
Number of Parcels: 1 Number of Pages: 23
 City County

KING WILLIAM

TAX EXEMPT? VIRGINIA/FEDERAL LAW

Grantor:

Grantee:

Consideration: \$178,000.00

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 Number: Original Page Number: Original Instrument Number:

Prior Recording At: City County

KING WILLIAM

Percentage In This Jurisdiction: 100%

BUSINESS / NAME

1 Grantor: GREEN, ROBERT H JR TR

2 Grantor: GREEN, JANA D JR TR

1 Grantee: CUCCIA, JOHN A III TR

Grantee:

GRANTEE ADDRESS

Name: JOHN A CUCCIA III TR

Address: 8006 DISCOVERY DR SUITE 401

City: RICHMOND

State: VA Zip Code: 23229

Book Number: Page Number:

Instrument Number: 130002548

Parcel Identification Number (PIN): 55-15G

Tax Map Number: 55-15G

Short Property Description: 25.006 ACRES, DESIGNATED AS PARCEL 7

Current Property Address 13191 MT OLIVE COHOKE RD

City: WEST POINT

State: VA Zip Code: 23181

Instrument Prepared By: ALIXANDRIA GRUTA, BB&T

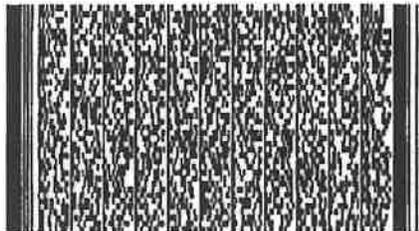
Recording Paid By: BRIDGETRUST TITLE GROUP

Recording Returned To: BRIDGETRUST TITLE GROUP

Address: 2108 W LABURNUM AVE SUITE 110

City: RICHMOND

State: VA Zip Code: 23227



#160001794

(Area Above Reserved For Deed Stamp Only)

Title(s) of Document: Deed of Trust

Date of Document: August 25, 2016

Grantor's (Trustor's) name: ROBERT H GREEN JR, Trustee(s) of the Robert H. Green, Jr. Revocable Trust September 26, 2013 a/an Virginia Trust and JANA D GREEN, Trustee(s) of the Jana D. Green Revocable Trust September 26, 2013 a/an Virginia Trust

Grantee's (Beneficiary's) name: Branch Banking and Trust Company

Trustee name(s): John A Cuccia, III

Prepared By: Alixandria GRUTA, 223 West Nash Street, Wilson, NC 27893
Bridge Trust Title Group

Return To: _____
2108 W. Laburnum Ave., Ste. 110
Richmond, VA 23227

RPC / Parcel ID #: 55-156

Consideration of Deed: \$178,000.00

Actual Value of the Property Conveyed: \$298,199.00

The Tax Map Reference #: 55-156

Brief Legal Description: 25.006 acres, Parcel 17

Code section under which any exemption from recordation taxes is claimed:

THIS REFINANCE DEED OF TRUST IS
RECORDED UNDER THE PROVISIONS
OF VIRGINIA CODE SECTION 58.1-603
The original Deed of Trust was recorded in
Deed Book _____ at Page _____ or
Instrument Number 09000511

Borrowers certify that this is a refinance of a debt previously secured by a deed of trust or mortgage on which the tax has been paid. The amount of the original debt was \$ _____

Return To: BridgeTrust Title Group
2108 W. Laburnum Ave., Ste. 110
Richmond, VA 23227

Tax Map Reference
Number: _____
RPC/Parcel ID Number:

Prepared By: Alixandria GRUTA
223 West Nash Street
Wilson, NC 27893

106670

Deed of Trust

MIN 100159969247896601

The following information, as further defined below, is provided in accordance with Virginia law:

This Deed of Trust is given by Robert H Green Jr, Trustee of the Robert H. Green, Jr. Revocable Trust under trust instrument dated September 26, 2013 and Jana D Green, Trustee of the Jana D. Green Revocable Trust under trust instrument dated September 26, 2013, a husband and wife, as Borrower ("trustor"), to John A Cuccia, III 8006 Discovery Dr., Suite 401, Richmond, VA 23229, as Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc. as beneficiary.

THIS IS A REFINANCE OF A DEED OF TRUST, MORTGAGE OR OTHER SECURITY INTEREST, RECORDED IN THE CLERK'S OFFICE, CIRCUIT COURT OF KING WILLIAM, VIRGINIA IN DEED BOOK _____, PAGE _____ FOR WHICH THE TAX HAS BEEN PAID, PURSUANT TO SECTION 58.1-803(E) OF THE CODE OF VIRGINIA.

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 25, 2016, together with all Riders to this document.

(B) "Borrower" is Robert H Green Jr, Trustee of the Robert H. Green, Jr. Revocable Trust under trust instrument dated September 26, 2013 and Jana D Green, Trustee of the Jana D. Green Revocable Trust under trust instrument dated September 26, 2013, a husband and wife. Borrower is the trustor under this Security Instrument.

(C) "Lender" is Branch Banking and Trust Company. Lender is a state non-member bank organized and existing under the laws of North Carolina. Lender's address is 223 West Nash Street, Wilson, NC 27893.

(D) "Trustee" is John A Cuccia, III. Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is 8006 Discovery Dr., Suite 401, Richmond, VA 23229.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated August 25, 2016. The Note states that Borrower owes Lender one hundred seventy eight thousand and 00/100 Dollars (U.S. \$178,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2046.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of

all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the *Real Estate Settlement Procedures Act* (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Transfer of Rights in the Property. The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of KING WILLIAM [Name of Recording Jurisdiction]: See Exhibit A which currently has the address of 13191 Mt Olive Cohoke Rd [Street] West Point, KING WILLIAM [City/County], Virginia 23181 [Zip Code] ("*Property Address*");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "*Property*." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late

Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security

Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items". At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from

the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to

receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and,

if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund

reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "*Interest in the Property*" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action

can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by

this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give to Borrower, the owner of the Property, and all other persons, notice of sale as required by Applicable Law. Trustee shall give public notice of sale by advertising, in accordance with Applicable Law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement the Trustee deems advisable. Trustee may sell the Property on the eighth day after the first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by advertising in accordance with Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property with special warranty of title. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to discharge the expenses of executing the trust, including a reasonable commission to Trustee; (b) to discharge all taxes, levies, and assessment, with costs and interest if these costs have priority over the lien of this Security Instrument, including the due pro rata thereof for the current year; (c) to discharge in the order of their priority, if any, the remaining debts and obligations secured by this Security Instrument, and any liens of record inferior to this Security Instrument under which sale is made, with lawful interest; and, (d) the residue of the proceeds shall be paid to Borrower or Borrower's assigns. Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at the sale.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

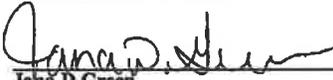
NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower



Robert H. Green Jr. Seal
Trustee of the Robert H. Green, Jr.
Revocable Trust, under trust instrument
dated September 26, 2013



Jana D. Green Seal
Trustee of the Jana D. Green Revocable
Trust, under trust instrument dated
September 26, 2013

By signing below, the undersigned, Settlor(s) of the Robert H. Green, Jr. Revocable Trust under trust instrument dated September 26, 2013, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

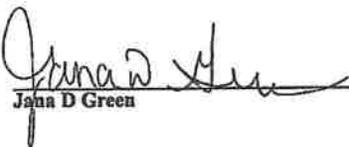
Settlor



Robert H. Green Jr. Seal

By signing below, the undersigned, Settlor(s) of the Jana D. Green Revocable Trust under trust instrument dated September 26, 2013, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Settlor



Jana D. Green Seal

Acknowledgment

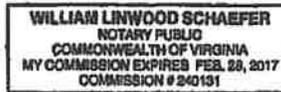
Commonwealth of Virginia

County of King William

AUG 25 2016

This instrument was acknowledged before me on _____ by Robert H Green Jr, Trustee of Robert H. Green, Jr. Revocable Trust, a Virginia trust on behalf of the trust.

William L. Schaefer
Notary Public



WILLIAM L. SCHAEFER
(Print Name)

My commission expires: 2/28/2017

Notary Registration Number: 240131

Acknowledgment

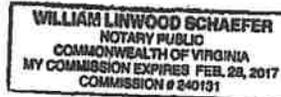
Commonwealth of Virginia

County of King William

AUG 25 2016

This instrument was acknowledged before me on _____ by Jana D Green, Trustee of Jana D. Green Revocable Trust, a Virginia trust on behalf of the trust.

William L. Schaefer
Notary Public



WILLIAM L. SCHAEFER
(Print Name)

My commission expires: 2/28/2017

Notary Registration Number: 240131

Loan Origination Organization: Branch Banking and Trust Company

Loan Originator: Amanda Thurman
NMLS ID: 1169470

NMLS ID: 399803

Signature Attachment
Security Instrument - Inter Vivos Revocable Trust

BY SIGNING BELOW, the Borrower(s) acknowledge(s) all of the terms and covenants contained in the Security Instrument and any rider(s) thereto and agree to be bound thereby.



Robert H. Green, Jr. Revocable Trust

-Borrower

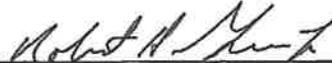
-Borrower

-Borrower

-Borrower

BY SIGNING BELOW, the undersigned, Settlor(s) of Robert H. Green, Jr. Revocable Trust

acknowledge(s) all of the terms and covenants contained in the Security Instrument and any rider(s) thereto and agrees to be bound thereby.



Robert H Green Jr - Trust Settlor

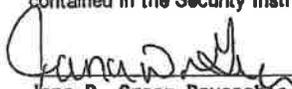
- Trust Settlor

- Trust Settlor

- Trust Settlor

Signature Attachment
Security Instrument - Inter Vivos Revocable Trust

BY SIGNING BELOW, the Borrower(s) acknowledge(s) all of the terms and covenants contained in the Security Instrument and any rider(s) thereto and agree to be bound thereby.



Jana D. Green Revocable Trust

-Borrower

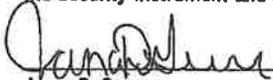
-Borrower

-Borrower

-Borrower

BY SIGNING BELOW, the undersigned, Settlor(s) of **Jana D. Green Revocable Trust**

acknowledge(s) all of the terms and covenants contained in the Security Instrument and any rider(s) thereto and agree to be bound thereby.


Jana D Green

- Trust Settlor

- Trust Settlor

- Trust Settlor

- Trust Settlor

Escrow File No.: 093106670

EXHIBIT "A"

All that certain lot or parcel of land, lying and being in West Point Magisterial District, King William County, Virginia, containing 25.006 acres per plat of survey by Paul A. Jalbert, dated July 18, 1994, and designated as Parcel 7 on the aforesaid plat. The plat is entitled "Plat of Three (3) Parcels of Land Located on the Northern Line of State Route 632 and Lying in the West Point District, King William County, Virginia". A copy of the plat is recorded in the Clerk's Office, Circuit Court, King William County, Virginia, along with that Deed dated July 27, 1994, between William W. Rosson and Doran B. Green in Deed Book 236, page 116.

Being the same real estate conveyed to Robert H. Green, Jr., Trustee of the Robert H. Green, Jr. Revocable Trust under Agreement dated September 26, 2013, and Jana D. Green, Trustee of the Jana D. Green Revocable Trust under Agreement dated September 26, 2013, as tenants in common, by deed from Robert H. Green Jr. and Jana D. Green, dated September 26, 2013, recorded November 8, 2013, in the Clerk's Office, Circuit Court, King William County, Virginia, as Instrument Number 130002548.

INSTRUMENT #160001794
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF KING WILLIAM ON
AUGUST 30, 2016 AT 09:41AM

PATRICIA M. NORMAN, CLERK
RECORDED BY: PMN *PMN*

130002548 4

Prepared by and return to: A. Powell (VSB 44451)
Kaufman & Canoles, P.C.
P.O. Box 6000
Williamsburg, VA 23188

MAP NO: 55 15G

This deed is exempt from recordation taxes pursuant to § 58.1-811(A)(12) of the Code of Virginia, 1950, as amended. The existence of title insurance is unknown to the preparer.

DEED

THIS DEED is made this 26th day of September, 2013, by ROBERT H. GREEN, JR. and JANA D. GREEN, husband and wife (collectively, the "Grantors"), and ROBERT H. GREEN, JR., Trustee under the provisions of the Robert H. Green, Jr. Revocable Trust under Agreement dated September 26, 2013, and JANA D. GREEN, Trustee under the provisions of the Jana D. Green Revocable Trust under Agreement dated September 26, 2013 (collectively, the "Trustees" and "Grantees"), whose address is 13191 Mt. Olive Cohoke Road, West Point, Virginia 23181.

WITNESSETH

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey, with SPECIAL WARRANTY, unto the Grantees, all of their right, title and interest in the following property (the "Property"):

All THAT certain lot or parcel of land, lying and being in West Point Magisterial District, King William County, Virginia, containing 25.006 acres per plat of survey by Paul A. Jalbert, dated July 18, 1994 and designated as Parcel 7 on the aforesaid plat. The plat is entitled "Plat of three (3) parcels of land located on the northern line of State Route 632 and lying in the West Point District, King William County, Virginia". A copy of the plat is recorded in the Clerk's Office, Circuit Court, King William County, Virginia along with that Deed dated July 27, 1994, between William W. Rosson and Doran B. Green in Deed Book 236, page 116.

King William Circuit Court
FILED / RECEIVED

NOV 08 2013

PATRICIA M. NORMAN, CLERK

Subject, however, to an easement of right of way across Lot 7 for the benefit of Lots 5 and 6, providing ingress and egress to State Route 627, all as described in the aforesaid Deed.

It being the same property conveyed to Robert H. Green, Jr. and Jana D. Green, husband and wife, as tenants by the entirety with right of survivorship as at common law from Robert H. Green, Jr., by Deed dated September 26, 2013, and recorded in the Clerk's Office for the County of King William, as Instrument Number 130002415.

TO HAVE AND TO HOLD the Property in fee simple, upon the trusts and for the uses and purposes set forth herein and to the Trust Agreements, including the following:

1. Full power and authority is hereby granted to the Trustee and the successors of the Trustees to protect and conserve the Property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, execute a deed of trust on, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

2. No party dealing with the Trustees in relation to the Property in any manner whatsoever, and (without limiting the forgoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustees, shall be obligated (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of the trust have been complied with, (c) to inquire into the authority, necessity or expediency of any act of

any Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement creating said trust. Every deed, mortgage, lease or other instrument executed by a Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder; (a) that at the time of the delivery thereof the said trust was in full force and effect, (b) that such instrument was executed in accordance with the trust, terms and conditions thereof and of the Trust Agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

3. The Trustees shall have no individual liability or obligation whatsoever arising from Trustee's ownership as Trustee of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by the Trustee in dealing with said Property, or in otherwise acting as Trustee, except only so far as said Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

4. The interest of every beneficiary under the Trust Agreement and of all persons claiming under any of them shall be only in the earning, avails and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreements.

ARTICLE XIX. - TELECOMMUNICATION TOWERS

Sec. 86-800. - Purpose.

- (a) The purpose of this article is to establish general guidelines and standards for the siting of telecommunication towers and to involve members of the public earlier in the process, in a more meaningful manner. Wireless infrastructure and technology provide substantial public safety, economic development, educational, and quality-of-life benefits to the county's residents and businesses and the county seeks to promote the expansion of those technologies in a manner which has a minimal impact on the general public.
- (b) The goals of this article are to:
- (1) Minimize the number of towers which need to be constructed;
 - (2) Encourage the joint use of towers where feasible;
 - (3) Encourage the location and construction of towers and antennas in ways that balance the desire to minimize impacts on the county's scenic and other resources;
 - (4) Maximize the public's ability to contact public safety responders; and
 - (5) Meet the growing public demand for reliable, high-quality wireless communications services.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-801. - Establishment.

For the purposes enumerated in section 86-800, article XIV, telecommunication towers, is hereby established pursuant to the authority granted by [Code of Virginia,] §§ 15.2-2280 and 15.2-2286 and 47 USC 332.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-802. - Applicability.

The supplementary regulation in this subdivision shall govern the location of towers that exceed 50 feet in height and antennas that are installed at greater than 50 feet in height. These regulations are in addition to the general requirements of conditional uses of section 86-173(5), "Interpretation of the table," article X, "Conditional Uses" and section 86-702, "Conditional uses." The supplementary regulations in this subdivision shall not govern:

- (1) A temporary, commercial wireless communications facility, upon the declaration of a state of emergency by federal, state, or local government, or determination of public necessity by the county board of supervisors or designee and approved by the county

board of supervisors or designee; except that such facility must comply with all federal and state requirements. The wireless communications facility may be exempt from the provisions of this article up to three months after the duration of the state of emergency.

- (2) A temporary, commercial wireless communications facility, for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to approval by the county board of supervisors or designee, except that such facility must comply with all federal and state requirements. Said wireless communications facility may be exempt from the provisions of this article for up to one week after the duration of the special event.
- (3) Any antenna that is operated by a federally licensed amateur radio station operator or is used exclusively for receive-only antennas for amateur radio station operation.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-803. - Application requirements.

Each applicant requesting a conditional use permit under this supplementary regulation shall submit the following:

- (1) A complete conditional use permit application form.
- (2) Twelve sets (11 inches by 17 inches) and one reduced copy (8½ inches by 11 inches) of signed and sealed site plans by a surveyor or engineer licensed in the State of Virginia, including tower elevations and landscape plans if required. Site plans shall meet the requirements of section 86-494, "Requirements; content and form."
- (3) An identification card for the subject property from the office of the commissioner of the revenue for the county or a tax bill showing the ownership of the subject parcel.
- (4) Proof that the applicant has authorization to act upon the owner's behalf.
- (5) A map showing the designated search ring.
- (6) Identification of the intended service providers of the tower.
- (7) Title report or American Land Title Association (A.L.T.A.) survey showing all easements on the tower area, lease area and access to the tower.
- (8) Verifiable evidence of the lack of feasible antenna space on existing towers, buildings, or other structures suitable for antenna location within the coverage area. Such evidence may also include any of the following items:
 - a. No existing towers or structures are located within the geographic area required to meet applicant's engineering requirements.
 - b. Existing towers or structures are not of sufficient height to meet applicant's

- engineering requirements.
- c. Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
 - d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna. The applicant shall provide an affidavit executed by a radio frequency engineer in support of its claim that another structure is unsuitable for the applicant's needs due to technical reasons related to radio frequency.
 - e. The fees, costs, or contractual provisions demanded by the owner of an existing tower or structure to share the required amount space on such tower or structure or to adapt it for sharing are cannot be reasonably obtained or are commercially infeasible.
 - f. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable or commercially unfeasible.
- (9) An engineering report stating the number of collocation spaces on the proposed tower. The county shall generally require a minimum of four collocation spaces on a new tower; however, may approve fewer in instances where fewer spaces results in a lower height, less visibility or the tower is designed to permit feasible expansion for additional future height and additional collocation spaces. The applicant shall permit collocation by additional users without requiring any form of reciprocal location agreement from subsequent users.
- (10) A proposed construction schedule.
- (11) The applicant shall certify through a written statement that the facility meets or exceeds the standards for electrometric radiation as set by the Federal Communications Commission ("FCC") at the time of the application.
- (12) A radio frequency propagation plot indicating the coverage of the applicant's existing wireless communications sites within the area and coverage prediction of the proposed facility.
- (13) The applicant shall provide at least two actual photographs of the site that include simulated photographic images of the proposed tower. The photographs with the simulated image shall illustrate how the facility will look from adjacent roadways, nearby residential areas, or public building such as a school, church, etc. The county staff reserves the right to select the locations for the photographic images and require additional images. As photo simulations may be dependent upon a balloon test first

being conducted, the applicant is not required to submit photo simulations with their initial application, but must provide them prior to the public hearing with the planning commission.

- (14) List of all adjacent property owners, their tax map numbers and addresses.
- (15) Aerial imagery which shows the proposed location of the tower, fenced area and driveways with the closest distance to all adjacent property lines and dwellings.
- (16) The county may require other information deemed necessary to assess compliance with this subdivision.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-804. - Public notice.

Required notices for balloon tests and community meetings may be combined if they comply with the timing requirements set forth in this section.

- (1) *Balloon test.* A balloon test shall be required for new towers prior to the public hearing with the planning commission.
 - a. The applicant shall arrange to raise a colored balloon (no less than three feet in diameter) at the maximum height of the proposed tower and within 50 horizontal feet of the center of the proposed tower.
 - b. The applicant shall inform the community development department and adjacent property owners in writing of the date and times of the test at least seven but no more than 14 days in advance. The notice will direct readers to a new date if the test is postponed due to inclement weather. The applicant shall request in writing permission from the adjacent property owners to access their property during the balloon test to take pictures of the balloon and to evaluate the visual impact of the proposed tower on their property.
 - c. The date, time and location of the balloon test shall be advertised in the county's newspaper of record by the applicant at least seven but no more than 14 days in advance of the test date. The advertisement will direct readers to a new date if the test is postponed due to inclement weather.
 - d. The balloon shall be flown for at least four consecutive hours during daylight hours on the date chosen.
 - e. Signage similar to rezoning signage shall be posted on the property to identify the property where the balloon is to be launched. The signage will direct readers to a new date if the test is postponed due to inclement weather. This signage shall be

posted a minimum of 72 hours prior to the balloon test. If inclement weather postpones the test, then cancellation of the test for that day shall be clearly noted on the signage.

- f. If the wind during the balloon test does not allow the balloon to sustain its maximum height or there is significant fog or precipitation which obscures the balloon's visibility then the test shall be postponed and moved to the alternate inclement weather date provided in the advertisement. County staff reserves the right to declare weather inclement for purposes of the balloon test.
- (2) *Community meeting.* A community meeting shall be held by the applicant prior to the public hearing with the planning commission.
- a. The applicant shall inform the community development department and adjacent property owners in writing of the date, time and location of the meeting at least seven but no more than 14 days in advance.
 - b. The date, time and location of the meeting shall be advertised in the county's newspaper of record by the applicant at least seven but no more than 14 days in advance of the meeting date.
 - c. The meeting shall be held within the county, at a location open to the general public with adequate parking and seating facilities which may accommodate persons with disabilities.
 - d. The meeting shall give members of the public the opportunity to review application materials, ask questions of the applicant and provide feedback.
 - e. The applicant shall provide to the community development department a summary of any input received from members of the public at the meeting.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-805. - Development standards.

- (a) Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the Federal Aviation Administration ("FAA"), be painted a neutral color scheme, so as to reduce visual obtrusiveness. Dish antennas will be of a neutral, non-reflective color with no logos. If painting is required by the FAA, documentary evidence from the FAA requiring such painting must be provided to the county by the applicant. Should the applicant request to construct the tower from materials other than galvanized steel, the applicant shall state the reasons for the request in the application, and the applicant shall also furnish the county with photographs or other visual sample of the proposed finish.
- (b) The design of the support buildings and related structures shall, to the extent possible, use materials, colors, textures, screening and landscaping that will blend the tower facilities to

the natural setting and surrounding structures.

- (c) Towers shall not be artificially lighted unless required by the FAA or other applicable authority. If lighting is required, the county may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views.
- (d) No signage of any type may be placed on the tower or accompanying facility other than notices, warnings, and identification information required by law.
- (e) Maximum tower height (including appurtenances) shall generally be 199 feet; however, the board of supervisors may approve a greater height based upon a demonstration of a significant gap in coverage, including a gap affecting wireless users in buildings and cars.
- (f) Towers shall be designed to collapse fully within the lot lines of the subject property in case of structural failure.
- (g) All towers and antennas must meet or exceed the standards and regulations of the FAA, FCC, and any other agency of the federal government with the authority to regulate towers and antennas that are in force at the time of the application or which a federal agency applies retroactively.
- (h) To ensure the structural integrity of towers, the owner of a tower shall ensure that it is designed and maintained in compliance with standards contained in applicable federal, state and local building codes and regulations that were in force at the time of the permit approval.
- (i) Towers shall be enclosed by security fencing not less than six feet in height and the tower shall also be equipped with an appropriate anticlimbing device.
- (j) All newly installed utilities including but not limited to, electric, fiber, CATV and telephone leading to the site shall be placed underground unless prohibited by the state or federal agency regulating such utilities. Existing overhead utility lines may be extended to a terminal pole at the property line, as needed, and thence placed underground.
- (k) All wireless E-911 calls received by a tower shall be routed to public safety answering points in accordance with federal and state law.
- (l) The security fencing surrounding tower facilities shall be significantly screened from the view of adjacent properties and public rights-of-way by a buffer zone at least four feet wide that shall be landscaped with plant materials, except to the extent that existing vegetation or natural land forms on the site provide such screening. In the event existing vegetation or land forms providing the screening are disturbed, new plantings shall be provided which accomplish the same.
- (m) Any other condition added by the board of supervisors as part of a conditional use permit approval.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-806. - Setbacks.

The minimum setback to the property lines of properties zoned industrial, commercial or to any property owned by the same owner as the subject property is 110 percent of the tower's designed break point (fall zone) measured from the center of the base of the tower.

The minimum setback to property lines of properties zoned residential, agricultural, PUD planned unit development or R-C rural conservation shall generally be 110 percent of total tower height or 500 feet to off-site dwellings not owned by the owner of the subject property, measured from the center of the base of the tower, whichever is greater. A tower may be located closer to those property lines based on mitigating its impacts by a reduced height, alternative designs such as monopole, camouflaging the tower or other methods; however, a tower may not be located closer than 110 percent of the tower's designed break point (fall zone) to property lines or 500 feet to dwellings not owned by the owner of the subject property, measured from the center of the base of the tower, whichever is greater.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-807. - Coordination of local emergency services communications.

Applicants for new telecommunication facilities shall be encouraged to coordinate with the county's emergency services staff to consider the emergency services communication needs within the coverage area and consider possibilities for the sharing or utilization of new infrastructure.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-808. - Removal.

Any tower that is not in active use for a continuous period of 24 months shall be considered abandoned, and the owner of any such tower, the land owner of the property on which a tower is located upon or their successors or assigns shall remove the tower within 90 days of receipt of notice from the county. Removal includes the removal of the tower, all tower and fence footers, underground cables and support buildings. The zoning administrator may permit the fence footers, underground cables and support buildings to remain with the property owner's approval so long as they continue to be screened as required. When a tower is deemed to be abandoned, an owner wishing to extend the time for removal shall submit an application stating the reason for such extension. The zoning administrator may extend the time for removal or reactivation up to 60 additional days upon a showing of good cause. If the antenna support structure or antenna is not removed within the specified time, the county may contract for removal. Thereafter, the county may cause removal of the antenna support structure with costs being borne by the owner of the tower or the land owner. All costs there of shall be charged to the landowner and become a lien on the property on which the tower is located.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-809. - Interference.

The facility shall comply with the FCC's rules governing interference with communications reception. Owner shall resolve any inference issues in accordance with industry standards and FCC's rules.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-810. - Collocations.

Whenever a proposed placement of an antenna on or in an existing structure such as a building, sign, light pole, utility pole, including placement on or within an existing transmission/utility tower, or tower, water tank, or other freestanding structure or existing tower or pole shall fall within the scope of Section 6409 of the federal Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, as from time to time amended, ("Section 6409") such placement shall be permitted without the need for a conditional use permit so long as the proposed placement complies with Section 6409 and the FCC rules and policies for implementing Section 6409.

Each telecommunications service provider that locates or otherwise places wireless communications equipment on the facility, auxiliary structures, or the host structure, or on the property shall obtain building and zoning permits from the county prior to attaching the equipment to the structure or erecting any accessory structures within or adjacent to the existing structure.

If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is closely compatible with the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-811. - Replacement of existing towers.

(a) A pre-existing non-conforming tower may be replaced without the need for a conditional use permit, subject only to administrative site plan, zoning permit, building permit and other applicable approvals if all of the following are met:

- (1) The replacement tower shall meet the requirements of section 86-804, "Development standards," with the exception that:
 - a. Replacement towers shall not be subject to the height requirement except that no replacement tower may exceed the height of the existing tower except as permitted by Section 6409.
- (2) A replacement tower shall not be required to meet current setback standards so long as the replacement tower and its equipment compound do not encroach further than the

existing tower and its equipment into any yard setback.

- (3) The existing tower being replaced, including tower base and foundation must be removed within six months of the initial operation of the new tower.
- (4) If any tower is replaced an additional time after the first replacement, all subsequent replacement towers shall meet or exceed the requirements stated above as compared to the most recent tower, not the original existing tower.

- (b) Replacement towers that do not meet all of the above requirements shall require a conditional use permit approved by the board of supervisors.

(Ord. No. 14-07, 11-24-2014)

Sec. 86-812. - Approval process for tower and collocation applications.

- (a) The approving bodies, in exercise of the county's zoning regulatory authority, may consider an application for approval and determine: whether a tower is in harmony with the area; the effects and general compatibility of a tower with adjacent properties; or the aesthetic effects of the tower as well as mitigating factors concerning aesthetics.
- (b) The approving bodies, in exercise of the county's zoning regulatory authority, may disapprove an application on the grounds that the tower's aesthetic effects are unacceptable, or may condition approval on changes in tower height, design, style, buffers, or other features of the tower or its surrounding area. Such changes need not result in performance identical to that of the original application.
- (c) Factors relevant to aesthetic effects are: the protection of the view in sensitive or particularly scenic areas, and areas containing unique natural features, scenic roadways or historic areas; the concentration of towers in the proposed area; and, whether the height, design, placement or other characteristics of the proposed tower could be modified to have a less intrusive visual impact.
- (d) Unless some other timeframe is mutually agreed upon, an application for a tower shall be reviewed by the county and a written decision shall be issued within 150 days of a completed submission.
- (e) Unless some other timeframe is mutually agreed upon, an application for collocation shall be reviewed by the county and a written decision shall be issued within 90 days of a completed submission.

(Ord. No. 14-07, 11-24-2014)

Secs. 86-813—86-899. - Reserved.

7a.

**EDA Presentation
(Given by Meade Rhoads)**

8a & b.

**Discussions to be held via
Zoom**

9b.

April Zoning Log

DATE	NAME OF APPLICANT	ADDRESS	TAX MAP NUMBER	SUBDIVISION NAME	TYPE OF PERMIT (Z/E&S/BLDG)	LAND TO BE DISTURBED	DATE TO ZONING	DATE APPROVED ZONING	DATE TO BLDG PLAN REVIEW	DATE APPROVED BY BLDG	ZONE	NOTES/COMMENTS
4.2.2020	Dakotah Smith	2066 Old Newcastle Road Manquin, VA	33-5-3	Newcastle Farms	Z	n/a	4.2.2020		n/a	n/a	RR	HOME OCCUPATION - HANDMADE HOME DÉCOR
4.2.2020	Mitchell Bays	6479 Mt. Olive Cohoke Rd. West Point, VA	53-5-2	N/A	Z	n/a	4.7.2020	4.7.2020	4.2.2020	04.03.2020	AC	POLE BARN
4.2.2020	Paul Maloney	1134 Syringa Rd. Topping, VA	30-22	N/A	Z/E&S/BLDG		NMI				AC	BARN FOR FLOWER FARMING
4.03.2020	Balducci Developers	10173 Chamberlayne Rd, Mech, VA	27-3-B-11	Cedar Crest	BLDG	10,000	4/23/2020	4/23/2020	04.01.2020	04.03.2020	R1	NEW DWELLING
4.7.2020	Steve Adams, Inc.	12833 W. River Road Aylett, VA	36-2-3	N/A	Z/E&S/BLDG		4.7.2020	4.20.2020	4.7.2020	4.16.2020	AC	NEW DWELLING
4.8.2020	M. Porch Construction	6588 Dorrell Road Aylett, VA	7-12	N/A	Z/E&S/BLDG	2,500	4.9.2020		4.9.2020	4.16.2020	AC	NEW DWELLING
4.10.2020	Cathy Beverley	5031 Smokey Road Aylett, VA	6-46A	N/A	Z	N/A	4.10.2020		4.10.2020	n/a	AC	12 X 20 SHED
4.10.2020	RCI Builders	9245 Shady Grove Rd. Mechanicsville, VA	PAD H	Kennington	Z/E&S/BLDG	16,726	NMI		4.10.2020	4.16.2020		PAD H SINGLY FAMILY ATTACHED
4.15.2020	Balducci Developers	10173 Chamberlayne Rd, Mech, VA	27-4-F-14	Cedar Crest	E&S/BLDG	10,000	4.16.2020	LD-4.16.2020	NO PLANS		R1	LAND DISTURBANCE // NEW DWELLING
4.16.2020	Store-More, Inc.	6711 Rich-Tapp Hwy. Aylett, VA	22-19	n/a	Z/BLDG	N/A	4.20.2020		4.20.2020		B2	STORE MORE EXPANSION
4.17.2020	Darrell Kellum	662 Sharon Rd. King William, VA	29-64A	N/A	E&S	25,000	4.20.2020	4.20.2020	n/a	n/a	AC	LAND DISTURBANCE
4.17.2020	Darrell Kellum	662 Sharon Rd. King William, VA	30-3-3	n/a	E&S	25,000	4.20.2020	4.20.2020	n/a	n/a	AC	LAND DISTURBANCE
4.17.2020	Darrell Kellum	662 Sharon Rd. King William, VA	30-3-2	n/a	E&S	25,000	4.20.2020	4.20.2020	N/A	N/A	AC	LAND DISTURBANCE
4.17.2020	Kim Lynch & Walter Cummings	2027 Venter Road Aylett, VA	21-25C	N/A	Z/bldg	n/a	4.20.2020		4.20.2020	4.21.2020	AC	BARN
4.20.2020	DSJ properties	2519 Jordan Woods Drive	28B-4-36	Marle Hill	Z/bldg	n/a	NMI		4.20.2020	4.21.2020	R1	DECK
4.20.2020	Peter & Lisa Mason	392 Roane Oak Trail	29-72C	n/a	z/bldg	n/a	4.20.2020		4.22.2020			ACCESSORY BUILDING FOR STORAGE
4.22.2020	Liberty Homes, Inc.	8249 Crown Colony Pkwy.	28-8-B-13	n/a	E&S	<acre	4.22.2020	4.22.2020	n/a	n/a	R1	LAND DISTURBANCE
4.22.2020	Jeff Semones	1806 Manfield Rd. Aylett, VA	27A-4-E-6	n/a	Z/BLDG	n/a	4.22.2020		4.22.2020		R1	ENLARGE EXISTING BEDROOM CLOSET
4.23.2020	HHHunt Homes	8249 Crown Colony Pkwy. Mechanicsville, VA	28-8-2A-18	Central Crossing	Z/E&S/BLDG		4.27.2020		4.27.2020			NEW DWELLING

9c.

**April Building Permit Log
(Provided in E-mail)**

9d.

**April Land Disturbance Report
(Provided in E-mail)**