

**NOTICE OF PUBLIC HEARING
OF THE BOARD OF SUPERVISORS OF KING WILLIAM COUNTY, VIRGINIA TO
CONSIDER SUBORDINATION RELATED TO LIGHTING IMPROVEMENTS TO
BASEBALL FIELDS**

Pursuant to the authority provided by § 15.2-1800 of the Code of Virginia and amendments thereto, notice is hereby given to all interested persons that the Board of Supervisors of the County of King William, Virginia (the “County”), will conduct a public hearing on May 23, 2022 at 7:00 p.m. or as soon thereafter as possible, in the Board Meeting Room of the County Administration Building located at 180 Horse Landing Road, King William, Virginia 23086 with the purpose of receiving public comment on a proposed subordination agreement requested by King William Little League, Inc. in connection with the financing of lighting improvements to the baseball fields located at King William Recreation Park through Musco Finance, LLC, from the King William County Board of Supervisors to Musco Finance, LLC in order to perfect a security interest in such lighting improvements and grant requisite access to such improvements. King William Little League will be responsible for all costs and expenses, including the financing, for the purchase and installation of the lights. The access granted by this subordination agreement will cross land owned by King William County and identified as Tax Map Parcel Numbers 21-50A and 21-52.

All interested persons may appear and present their views at the above time and place. If a member of the public cannot attend, comments may be submitted by using the Public Hearing form on kingwilliamcounty.us; by mail to 180 Horse Landing Road #4, King William, VA 23086; or by email to deputyclerk@kingwilliamcounty.us. Comments received by 12:00 noon on the day of the hearing will be distributed to Board members and made a part of the public record.

Information regarding the subordination agreement may be viewed in the Office of the County Administrator at 180 Horse Landing Road, King William, VA 23086, during regular business hours or at www.kingwilliamcounty.us. Anyone needing assistance or accommodations under the provision of the Americans with Disabilities Act should contact the County Administrator’s Office at (804) 769-4927 or deputyclerk@kingwilliamcounty.us.

By the authority of Percy C. Ashcraft, County Administrator

Mortgagees/Landlord Subordination

Contract Number 20220413KIN dated as of April 13, 2022

Name and Address of Borrower:

King William Little League

11615 King William Road PO Box 22

Aylett, Virginia 23009

WHEREAS the undersigned is the owner, landlord, or mortgagee of the following described real estate (the "Premises"):
11615 King William Road PO Box 22 Aylett, VA 23009

WHEREAS the following described equipment (the "Equipment") is or will be installed on or affixed to the Premises:

Musco lighting system consisting of:

- 4 - pre-cast concrete bases
- 2 - 70' galvanized steel poles
- 2 - 60' galvanized steel poles
- 8- Total Light Control™ TLC-LED-1500 factory-aimed and assembled luminaires
- 11 - Total Light Control™ TLC-LED-900 factory-aimed and assembled luminaires
- 5 - Total Light Control™ TLC-BT-575 factory-aimed and assembled luminaires
- Electrical component enclosures
- Pole length wire harnesses
- 12 - pennant kits
- Control-Lin™ control and monitoring system
- LED dimming

Built to the following specifications:

- Driver input voltage: 240
- Phase to pole: 1
- Structural integrity is based upon IBC 2018, 115 mph, exposure C
- Light levels: 50 footcandles infield, 30 footcandles outfield for Field 5

WHEREAS the undersigned claims a lien or other interest in or has leased or otherwise granted the right to occupy to (the "Borrower"), all or a portion of the Premises; and

WHEREAS MUSCO FINANCE, LLC, ("Lender") has loaned or will loan or advance money for purchase of the Equipment to, or has obtained or will obtain a security interest in the Equipment from the Borrower.

NOW THEREFORE the undersigned hereby agrees as follows:

1. The interest of the Lender in the Equipment shall at all times be superior to any interest the undersigned may now or hereafter have in the Equipment and the undersigned hereby subordinates any lien it may have in the Equipment, whether such lien is statutory or by agreement, to the lien of Lender whether or not the Equipment is deemed a fixture to the Premises, and the undersigned agrees that the Equipment is and shall at all times remain personal property notwithstanding that it may be installed on or affixed to the Premises.
2. Lender may inspect the Equipment on the Premises and may remove the Equipment from the Premises without further consent of the undersigned. Lender shall pay for the cost of repairing any physical injury to the Premises caused by removal of the Equipment but not for any diminution in value of the Premises caused by absence of the removed Equipment or by any necessity of replacing the removed Equipment.
3. The Equipment may remain on the Premises free of charge for a period of 30 days following written notice from the undersigned to Lender directing removal.
4. Lender may extend the time for payment or change in any other way the obligations of the Borrower to Lender without affecting the agreements of the undersigned hereunder.
5. This agreement shall be binding upon and inure to the benefits of the estate, heirs, successors and assigns of the undersigned and the successors and assigns of Lender.

King William County, Virginia
11615 King William Road
Aylett, VA 23009

By

Print Name and Title

Date