

THOMAS & ASSOCIATES, P.C.

ATTORNEYS AT LAW

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Margaret V. Weaver (VA)
Arthur A. Lovisi (VA)
Andrew Bander (VA)
John R. Lomax (NY & VA)
Jeffrey M. Haughney (VA)
Anna Clarke Sas (VA)
Diane J. Manning (VA)

July 1, 2009

Holland Plaza Office Building
4176 South Plaza Trail
Suite 128
Virginia Beach, VA 23452
Telephone: (757) 491-4141
Fax: (757) 491-2253
Email: thomasandlaw@aol.com
Website: www.TALawgroup.com

VIA FACSIMILE (757)497-9133 AND MAIL

Board of Directors, Vance Level Homeowners' Association
C/O Michael Minor, Association Manager
United Property Associates
525 S. Independence Blvd.
Suite 200
Virginia Beach, Virginia 23452

Attorney - Client Privileged

Re: Lake One Impoundment Easement

Dear Board of Directors,

You asked that we provide to you a legal opinion regarding access to the Lake One Impoundment Easement. Specifically, you asked who can use the easement, and what restrictions exist against homeowners whose lots are directly affected by the easement.

It is our legal opinion that the only entities entitled to use of the easement are the Association and the City of Chesapeake, and only for the express purpose of maintaining the lake for stormwater retention and as a water source for firefighting. It is also our legal opinion that the homeowners whose lots are encumbered by this easement are able to access the lake itself; however, certain restrictions are placed upon them by the agreements entered into, as well as the plats themselves, which are discussed herein.

We base our opinion on the following history of the Lake One Impoundment Easement. On March 23, 2005, the original developer of Vance Level, Eastland Construction, Inc., entered into an agreement with the City of Chesapeake establishing the Lake One Impoundment Easement and governing the City's right of access to the lake. A copy of the agreement is attached to this correspondence for your records. As Vance Level is not served by the City's water system, the purpose of the Lake One Impoundment Easement is to act not only as a stormwater retention pond, but also as a source of water for the neighborhood's three dry fire hydrants. The agreement gives the City the right to use the lake as a water source for fire fighting purposes, as well as to ensure that the lake and hydrants are adequately maintained. The agreement also requires

that Eastland Construction maintain the lake, and test the dry hydrant system pursuant to the manufacturer's recommendations.

After the agreement was entered into between the City of Chesapeake and Eastland Construction, the construction company entered into a subsequent agreement with the Association, making the Association responsible for the maintenance of the lake and the hydrants, as well as for the testing of the hydrants. A copy of that agreement is also attached hereto for your records. That agreement is dated May 3, 2005, the same date as the Declaration of the Association. In Article 4, Section 4.09 of the Declaration, the purpose of the Lake One Impoundment Easement is stated to be for stormwater retention as well as for a water source for fire fighting.

The Lake One Impoundment Easement is clearly denoted on the plat of the subdivision, and affects lots 38 through 49, as well as lots 63 through 65, a total of fifteen lots. In addition to the Lake One Impoundment Easement, several homeowners' lots are encumbered by private drainage easements. These private drainage easements range in size from ten to fifteen feet, and affect lots 2, 3, 4, 5, 6, 7, 17, 19, 20, 21, 23, 25, 26, 27, 32, 35, 36, 37, 41, 43, 46, 47, 49, 61, 62, 63, 71, 72, 75, 76, 77, 80, 81, 82, and 83. The adjacent property owner is charged with the obligation of maintaining the easement, as well as not obstructing it, in Note 16. Additionally, lot 64 is encumbered with a fifteen foot drainage easement, referencing Note 18, which provides for the City of Chesapeake to construct, operate, and maintain a drainage easement. Also, there exists a twenty foot Drainage / Access Easement on lot 40, which provides access to the Lake One Impoundment Easement from Vance Circle for maintenance purposes.

In the notes section of the plat to the subdivision, note 14 states the purpose and restrictions of the Drainage / Access Easements. It states:

"Drainage / Access Easements shown hereon are hereby dedicated to the City of Chesapeake, granting the right to construct, operate and maintain a drainage ditch or structures upon and across the lands and property of the grantor and including the right of ingress to same. The right is granted to inspect the said drainage ditch or structures and to cut and clear all undergrowth and other obstructions in and along the said drainage or adjacent thereto that may in any way endanger or interfere with the proper use of the same. No physical obstructions including, but not limited to, fences, sheds, landscaping, trees, etc., will be placed within the easement at any time. The property owner agrees that in the event the city determines it is necessary to remove any obstruction(s), the property owner will promptly pay the City all costs associated with the removal of the obstruction(s). The property owner also agrees to preserve all signage marking the access easement." (Deed Book 147, Page 95, Note 14)

Given the above language, coupled with the agreements themselves and the restrictions contained therein, it is our legal opinion that the owner of Lot 40 may not

place any obstructions in the easement area, including but not limited to fencing, landscaping, and freestanding structures.

Additionally, the plat states in regards to the Lake One Impoundment Easement:

"Impoundment Easement for the purpose of providing storage and the flow of public drainage ... Bank side slopes of 4d shall be maintained from the top of bank down to the bottom of the facility. No alteration whatsoever of the lake and its bank side slopes within the limits of the impoundment easement is permitted without the approval of Chesapeake Department of Public Works. The City reserves the right of ingress / egress to construct, operate, and perform limited maintenance to provide for adequate storage and flow of water within impoundment easement." (Deed Book 147, Page 95)

As the Association is charged with maintaining the Lake One Impoundment Easement, it is our legal opinion that the Association has a duty to ensure that the homeowners encumbered by the easement do not obstruct the easement in any way without first obtaining the approval of the Chesapeake Department of Public Works. This includes the construction of free standing structures, fencing, and landscaping.

Additionally, it is our legal opinion that the homeowners whose lots are not encumbered by the Lake One Impoundment Easement have no right of access to the lake itself. The lake is comprised of portions of lots of fifteen homeowners. As such, it is the private property of those homeowners subject to the right of entry afforded the Association and the City for the express purposes of maintenance and fire fighting.

In conclusion, it is our legal opinion that the Lake One Impoundment Easement is only accessible to the City of Chesapeake and to the Association, and only for the purpose of maintenance of the lake for stormwater retention and fire fighting. Additionally, the homeowners whose lots are encumbered by this easement have access to the lake in accordance with the boundaries of their lots, but are prohibited from any alteration to their lots that would hinder the lake's primary functions as described herein.

We trust that we have answered your questions. Should you have any additional questions, please contact us at (757) 491-4141.

Very truly yours,

THOMAS AND ASSOCIATES, P.C.

By:


Diane J. Manning, Esq.

ENCLOSURES

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(The City of Chesapeake is exempt from recordation taxes pursuant to Section 58.1-811(A)(3) and Grantors are exempt pursuant to Section 58.1-811(C)(5) of the 1950 Code of Virginia as amended.)

THIS AGREEMENT AND DEED OF EASEMENT made this 23rd day of March, 2005, by and between EASTLAND CONSTRUCTION, INC., a Virginia corporation, Grantor (hereinafter called "Landowner"), and the CITY OF CHESAPEAKE, VIRGINIA, a municipal corporation, Grantee (hereinafter called "City").

WHEREAS, the City is authorized and required to ensure that fire protection is provided to residential dwellings located within the City of Chesapeake, pursuant to the terms of the Code of Virginia, 1950, as amended, the City of Chesapeake City Code, and the International Fire Code; and

WHEREAS, the Landowner covenants it is the owner in fee of a certain piece or parcel of land, including three (3) dry fire hydrants (the "Hydrants") and a stormwater management facility (the "Lake"), being developed as the VANCE LEVEL SUBDIVISION, more particularly described on the attached Schedule "A"; and

WHEREAS, the eighty-four (84) residential homesites within the VANCE LEVEL SUBDIVISION are not served by public water, so that the Hydrants' water source for fire-fighting purposes will be the Lake.

NOW, THEREFORE, WITNESSETH: That in consideration of the sum of One

Tax Map I.D. No.: 0490000001340
Prepared by: Office of the City Attorney
City of Chesapeake
306 Cedar Road, Chesapeake, VA 23322
(757) 382-6386

Return to: Carole A. F. Gillespie, Right-of-Way Agent
City of Chesapeake
306 Cedar Road, Chesapeake, VA 23322
(757) 382-6308

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CLERK OF SUPERIOR COURT
PAVE W. MITCHELL, CLERK

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Dollar (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable considerations, the Landowner hereby grants to the City, its successors and assigns, the perpetual right to connect to and operate the Hydrants upon and across the lands and property of the Grantor, including the right of ingress and egress to the same, to the extent that any part of the Hydrants, the connections and the Lake are not otherwise located within City right-of-way easements. Said Hydrants will be supplied with water for fire-fighting and related purposes by the Lake, more particularly described and shown on the plan titled "Subdivision of Vance Level, T.P. 0490000001340, Washington Borough, Chesapeake, Virginia," pages 1-28, E-1, E-2, E-3 and E-4, made by Hassell & Folkes, P. C., Engineers - Planners - Surveyors, and dated June, 2004 (and any subsequent plan revisions approved by the City) on file at the City of Chesapeake Department of Public Works.

It is agreed between the parties hereto that the Landowner shall be responsible to regularly inspect, test and maintain for fire protection and related purposes the Hydrants, the underground lines and the Lake. Maintenance of the Hydrants shall include, but is not limited to, periodic flushing and testing as recommended by the manufacturer or as otherwise required by the Fire Code, City Ordinances, or statutes, to include sufficient accessibility for Fire Department apparatus. The parties acknowledge that the Lake serves as both a traditional stormwater management facility as well as a supplemental water source for fire protection within the VANCE LEVEL SUBDIVISION. Pursuant to the requirements contained in the Codes and Ordinances of the City of Chesapeake, a minimum of 1,000 gallons per minute for two (2) hours' time, or 120,000 gallons of

water, shall be in the Lake above the dry hydrants' strainer(s) at all times. In the event that the water level drops below the City's required minimum amount, remediation must be accomplished by recognized engineering practices including, but not limited to, the digging of commercial wells to replenish the Lake's water supply and/or lining the Lake. Landowner agrees that the Hydrants and the Lake shall be inspected, tested, repaired and maintained for fire protection and related purposes at its sole cost and expense. If, after written notice is given by the City, the Landowner fails to repair or maintain the Hydrants and the Lake (to the extent necessary to put the Hydrants into proper working order), the City may enter upon the property and perform such necessary repair or maintenance, and the City shall have the right to recover its costs thus expended.

The City, its agents and employees, shall have the privilege of entry onto Landowner's property for the purpose of accessing and connecting to the Hydrants for fire protection and related purposes, to the extent that the Hydrants, the Lake, or any component part of the Hydrant system is not located on City right-of-way or easements.

The covenants and agreements contained herein shall run with the land and bind the successors in interest to the parties named herein.

Landowner, its successors and assigns agree to hold the City harmless and defend the same from any liability or claims of any kind resulting from the maintenance or failure of the Hydrants and/or the Lake as described in this document to operate properly for fire protection and related purposes.

This conveyance is expressly made subject to all unexpired conditions,

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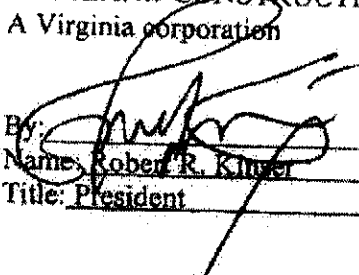
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restrictions, reservations and easements of record, if any, constituting constructive notice.

WITNESS the following signatures and seals.

LANDOWNER

EASTLAND CONSTRUCTION, INC.,
A Virginia corporation

By:  (SEAL)
Name: Robert R. Kinser
Title: President


STATE OF VIRGINIA,
CITY OF CHESAPEAKE, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Robert R. Kinser, as President for Eastland Construction, Inc., a Virginia corporation, whose name is signed to the foregoing instrument, dated the 23rd day of March, 2005, has acknowledged the same before me this 2nd day of June, 2005.


Notary Public

My commission expires: 7/31/06

APPROVED AS TO FORM:


Assistant City Attorney

ACCEPTED BY CITY OF CHESAPEAKE:


Patricia C. Biegler
Director of Public Works

Deed of Easement between
Eastland Construction, Inc.
and the City of Chesapeake, Virginia.

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SCHEDULE "A"

ALL THAT certain piece or parcel of land lying, situate and being in the Washington Borough of the City of Chesapeake, Virginia, and more particularly described as follows:

Beginning at a point on the southern right-of-way of Elbow Road where it intersects the eastern boundary line of the lands of Ackerman as shown in M.B. 31, at p. 98, said point being the true point of beginning;

Thence along the southern right-of-way of Elbow Road, N 68° 28' 17" E, a distance of 145.79 feet to a point, said point being the point of curvature along Elbow Road; thence, following said right-of-way along a non-tangent arc to the left, having a radius of 4035.00 feet, a length of 200.06 feet, a chord of 200.04 feet, and a chord bearing of N 67° 03' 04" E to a point; thence, still following said southern right-of-way N 64° 53' 32" E, a distance of 155.68 feet to a point; thence, N 65° 24' 44" E, a distance of 85.28 feet to a point, said point being the northwest corner of the lands of Wilson as shown in M.B. 32, at p. 98; thence, leaving said southern right-of-way and following the western boundary line of Wilson, S 11° 52' 10" E, a distance of 351.00 feet to a point, said point being the southwest corner of the lands of Wilson; thence, N 70° 58' 57" E, a distance of 450.20 feet to a point, said point being the southeast corner of the lands of Parker as described in D.B. 1191, at p. 60; thence, N 17° 26' 21" W, a distance of 359.08 feet, to the southern right-of-way of Elbow Road; thence, leaving the lands of Parker, and along the southern right-of-way of Elbow Road, N 84° 37' 58" E, a distance of 39.81 feet to a point; thence, continuing along said right-of-way S 80° 45' 49" E, a distance of 116.21 feet to a point; thence, continuing along the southern right-of-way of Elbow Road, S 76° 34' 26" E, a distance of 33.36 feet to a point, said point being the northwestern corner of the property of Sovereign Grace Church as shown in M.B. 16, at p. 43; thence, along said western boundary, S 07° 26' 31" E, a distance of 1296.92 feet to a point, said point dividing the lands of Sovereign Grace Church and the lands of Corpuz, as shown in M.B. 38, at p. 58; thence, along the lands of Corpuz, S 42° 58' 25" W, a distance of 1036.95 feet to a point, said point intersecting the western boundary line of Suss as shown in M.B. 38, at p. 58, and the northern right-of-way of Butts Station Road; thence, along said right-of-way on an arc to the left, having a radius of 8730.00 feet, a length of 440.03 feet, a chord distance of 439.99 feet, and a chord bearing of N 70° 22' 58" W, to a point; thence, still following the right-of-way of Butts Station Road, N 71° 49' 36" W, a distance of 201.44 feet to a point, said point being the southeast corner of the lands of Deal as described in D.B. 1667, at p. 770; thence, along the eastern boundary line of Deal at the following courses: N 05° 16' 43" W, a distance of 296.59 feet to a point; thence, N 07° 42' 48" W, a distance of 238.06 feet to a point; thence, N 07° 27' 45" W, a distance of

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229.44 feet to a point; thence, leaving the lands of Deal, N 82° 20' 34" E, a distance of 189.57 feet to a point, said point being the southeast corner of the lands of Ackerman as shown in M.B. 31, at p. 98; thence, along the lands of Ackerman, N 05° 43' 02" W, a distance of 697.47 feet to a point, said point being the true point of beginning. Said parcel containing 42.166 acres, more or less.

LESS AND EXCEPT: that portion of property acquired by Henry G. Parker and Florence V. Parker, husband and wife, by deed of Eastland Development Corporation, Inc., a Virginia corporation, dated December 8, 2003, and duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 5458, at page 647.

LESS AND EXCEPT: that portion of property acquired by Mary V. Wilson, by deed of Eastland Development Corporation, Inc., a Virginia corporation, dated December 8, 2003, and duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 5458, at page 643.

IT BEING the same property acquired by Eastland Construction, Inc., a Virginia corporation, by deed of Eastland Development Corporation, Inc., a Virginia corporation, dated August 16, 2004, and duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book _____, at Page _____, and as shown on that certain plat entitled "SUBDIVISION OF VANCE LEVEL, REF: D.B. 460, PG. 36, REF: W.B. 34, PG. 96, T.P. 0490000001340, Washington Borough, Chesapeake, Virginia," dated 03/15/04, made by Hassell & Folkes, P. C., Engineers - Surveyors - Planners, and duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 147, at Pages 95 through 95-H.

INSTRUMENT #050034935
RECORDED IN THE CLERK'S OFFICE OF
CHESAPEAKE ON
JUNE 16, 2005 AT 11:40AM
FAYE W. MITCHELL, CLERK

RECORDED BY: JRB

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THIS AGREEMENT AND DEED OF EASEMENT made this 3rd day of May, 2005, by and between **EASTLAND CONSTRUCTION, INC.**, a Virginia corporation, Grantor, and the **VANCE LEVEL HOMEOWNERS ASSOCIATION**, a Virginia corporation, Grantee, whose mailing address is 308 Cedar Lakes Drive, 2nd Floor, Chesapeake, Virginia 23322.

WHEREAS, the parties hereto acknowledge that the City of Chesapeake, Virginia is authorized and required to ensure that fire protection is provided to residential dwellings located within the City of Chesapeake, pursuant to the terms of the Code of Virginia, 1950, as amended, the City of Chesapeake City Code, and the International Fire Code; and

WHEREAS, the Grantor is the owner in fee of a certain piece or parcel of land, including three (3) dry fire hydrants (the "Hydrants") and a stormwater management facility (the "Lake"), known as the Vance Level Subdivision, more particularly described on that certain plat entitled "SUBDIVISION OF VANCE LEVEL, REF: D.B. 460, PG. 36, REF: M.B. 34, PG. 96, T.P. 0490000001340, Washington Borough, Chesapeake, Virginia," Sheets 1-9, dated 03/15/05, made by Hassell & Folkes, P. C., Engineers - Surveyors - Planners, duly recorded on May 2, 2005 in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 147, at Page 95 through 95-A, 95-B, 95-C, 95-D, 95-E, 95-F, 95-G and 95-H; and

Tax Map Parcel # 0490000001340

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2005 MAY 26 PM 1:31

CIRCUIT COURT
KATE W. MITCHELL, CLERK

R-05-24-05
C. Buck short - HCC

RETURN TO AND
PREPARED BY:
BASNIGHT, KIMBERL
TELFERMAN, LEFTWICH,
AND NICHOLLS, P.C.
ATTORNEYS AT LAW
308 CEDAR LAKES DRIVE
CHESAPEAKE, VIRGINIA 23322
547-0121

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WHEREAS, the parties hereto acknowledge that the eighty-four (84) residential homesites within the Vance Level Subdivision are not served by public water, so that the Hydrants' water source for fire-fighting purposes will be the Lake; and

WHEREAS, Eastland Construction, Inc., a Virginia corporation, and the City of Chesapeake, Virginia, have executed an Agreement And Deed Of Easement, dated March 23, 2005, duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book _____, at Page _____.

NOW, THEREFORE, WITNESSETH: That in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, Eastland Construction, Inc., a Virginia corporation, hereby grants and conveys to the Vance Level Homeowners Association, a Virginia corporation, its successors and assigns, all its right, title, interest, responsibilities, obligations and duties as set out in the aforementioned Agreement And Deed of Easement relating to the Hydrants, the underground lines and connections, and the Lake, and described as follows:

The Grantee shall be responsible to regularly inspect, test and maintain for fire protection and related purposes the Hydrants, the underground lines and the Lake. Maintenance of the Hydrants shall include, but is not limited to, periodic flushing and testing as recommended by the manufacturer or as otherwise required by the Fire Code, City Ordinances, or statutes, to include sufficient accessibility for Fire Department apparatus. The parties hereto acknowledge that the Lake serves as both a traditional stormwater management facility as well as a supplemental water source for fire protection

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within the Vance Level Subdivision. Pursuant to the requirements contained in the Codes and Ordinances of the City of Chesapeake, a minimum of 1,000 gallons per minute for two (2) hours' time, or 120,000 gallons of water, shall be in the Lake above the dry hydrants' strainer(s) at all times. In the event that the water level drops below the City's required minimum amount, remediation must be accomplished by recognized engineering practices including, but not limited to, the digging of commercial wells to replenish the Lake's water supply and/or lining the Lake.

Grantee agrees that the Hydrants and the Lake shall be inspected, tested, repaired and maintained for fire protection and related purposes at Grantee's sole cost and expense. If, after written notice is given by the City of Chesapeake, the Grantee fails to repair or maintain the Hydrants and the Lake (to the extent necessary to put the Hydrants into proper working order), Grantee agrees that the City may enter upon the property and perform such necessary repair or maintenance, and the City shall have the right to recover from Grantee its costs thus expended.

Grantee further agrees that the City of Chesapeake, its agents and employees, shall have the privilege of entry onto Grantee's property for the purpose of accessing and connecting to the Hydrants for fire protection and related purposes, to the extent that the Hydrants, the Lake, or any component part of the Hydrant system is not located on City right-of-way or easements.

The covenants and agreements contained herein shall run with the land and bind the successors in interest to the parties named herein.

Grantee, its successors and assigns agree to hold the Grantor and the City of

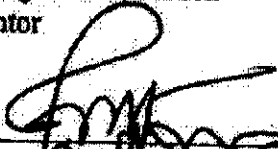
Chesapeake harmless and defend the same from any liability or claims of any kind resulting from the maintenance or failure of the Hydrants and/or the Lake as described in this document to operate properly for fire protection and related purposes.

By execution of this Agreement, the Vance Level Homeowners Association, its successors and assigns, accepts all responsibilities, obligations and duties relating to the Hydrants, the underground lines and connections, and the Lake, and agrees that the Grantor is hereby relieved of all responsibilities, obligations and duties for the same.

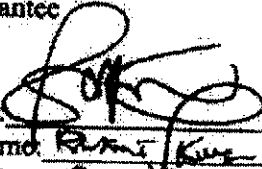
This conveyance is expressly made subject to all unexpired conditions, restrictions, reservations and easements of record, if any, constituting constructive notice.

WITNESS the following signatures and seals.

EASTLAND CONSTRUCTION, INC.,
A Virginia corporation
Grantor

By:  (SEAL)
Name: Robert J. Eastland
Title: President

VANCE LEVEL HOMEOWNERS ASSOCIATION,
A Virginia corporation
Grantee

By:  (SEAL)
Name: Russell King
Title: President

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STATE OF VIRGINIA,
CITY OF CHESAPEAKE, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid,
do hereby certify that Robert Kinser, as
President for Eastland Construction, Inc., a Virginia corporation,
Grantor, whose name is signed to the foregoing instrument, dated the 3rd day of May,
2005, has acknowledged the same before me this 3rd day of May, 2005.

Betsy H. Bui
Notary Public

My commission expires: 9/30/06

STATE OF VIRGINIA,
CITY OF CHESAPEAKE, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid,
do hereby certify that Robert Kinser, as
President for Vance Level Homeowners Association, a Virginia
corporation, Grantee, whose name is signed to the foregoing instrument, dated the
3rd day of May, 2005, has acknowledged the same before me this 3rd day of May,
2005.

Betsy H. Bui
Notary Public

My commission expires: 9/30/06

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SCHEDULE "A"

ALL THAT certain piece or parcel of land lying, situate and being in the Washington Borough of the City of Chesapeake, Virginia, and more particularly described as follows:

Beginning at a point on the southern right-of-way of Elbow Road where it intersects the eastern boundary line of the lands of Ackerman as shown in M.B. 31, at p. 98, said point being the true point of beginning;

Thence along the southern right-of-way of Elbow Road, N 68° 28' 17" E, a distance of 145.79 feet to a point, said point being the point of curvature along Elbow Road; thence, following said right-of-way along a non-tangent arc to the left, having a radius of 4035.00 feet, a length of 200.06 feet, a chord of 200.04 feet, and a chord bearing of N 67° 03' 04" E to a point; thence, still following said southern right-of-way N 64° 53' 32" E, a distance of 155.68 feet to a point; thence, N 65° 24' 44" E, a distance of 85.28 feet to a point, said point being the northwest corner of the lands of Wilson as shown in M.B. 32, at p. 98; thence, leaving said southern right-of-way and following the western boundary line of Wilson, S 11° 52' 10" E, a distance of 351.00 feet to a point, said point being the southwest corner of the lands of Wilson; thence, N 70° 58' 57" E, a distance of 450.20 feet to a point, said point being the southeast corner of the lands of Parker as described in D.B. 1191, at p. 60; thence, N 17° 26' 21" W, a distance of 359.08 feet, to the southern right-of-way of Elbow Road; thence, leaving the lands of Parker, and along the southern right-of-way of Elbow Road, N 84° 37' 58" E, a distance of 39.81 feet to a point; thence, continuing along said right-of-way S 80° 45' 49" E, a distance of 116.21 feet to a point; thence, continuing along the southern right-of-way of Elbow Road, S 76° 34' 26" E, a distance of 33.36 feet to a point, said point being the northwestern corner of the property of Sovereign Grace Church as shown in M.B. 16, at p. 43; thence, along said western boundary, S 07° 26' 31" E, a distance of 1296.92 feet to a point, said point dividing the lands of Sovereign Grace Church and the lands of Corpuz, as shown in M.B. 38, at p. 58; thence, along the lands of Corpuz, S 42° 58' 25" W, a distance of 1036.95 feet to a point, said point intersecting the western boundary line of Suss as shown in M.B. 38, at p. 58, and the northern right-of-way of Butts Station Road; thence, along said right-of-way on an arc to the left, having a radius of 8730.00 feet, a length of 440.03 feet, a chord distance of 439.99 feet, and a chord bearing of N 70° 22' 58" W, to a point; thence, still following the right-of-way of Butts Station Road, N 71° 49' 36" W, a distance of 201.44 feet to a point, said point being the southeast corner of the lands of Deal as described in D.B. 1667, at p. 770; thence, along the eastern boundary line of Deal at the following courses: N 05° 16' 43" W, a distance of 296.59 feet to a point; thence, N 07° 42' 48" W, a distance of 238.06 feet to a point; thence, N 07° 27' 45" W, a distance of 229.44 feet to a point; thence, leaving the lands of Deal, N 82° 20' 34" E, a distance of 189.57 feet to a point, said point being the southeast corner of the lands of Ackerman as shown in M.B. 31, at p. 98; thence, along the lands of Ackerman, N 05° 43' 02" W, a

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distance of 697.47 feet to a point, said point being the true point of beginning. Said parcel containing 42.166 acres, more or less.

LESS AND EXCEPT: that portion of property acquired by Henry G. Parker and Florence V. Parker, husband and wife, by deed of Eastland Development Corporation, Inc., a Virginia corporation, dated December 8, 2003, and duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 5458, at page 647.

LESS AND EXCEPT: that portion of property acquired by Mary V. Wilson, by deed of Eastland Development Corporation, Inc., a Virginia corporation, dated December 8, 2003, and duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 5458, at page 643.

IT BEING a portion of the property acquired by Eastland Construction, Inc., a Virginia corporation, from Eastland Development Corporation, Inc., a Virginia corporation, dated August 16, 2004, and duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book _____, at Page _____, and as shown on a certain plat entitled "SUBDIVISION OF VANCE LEVEL, REF: D.B. 460, PG. 36, REF: M.B. 34, PG. 96, T.P. 0490000001340, Washington Borough, Chesapeake, Virginia," Sheets 1-9, dated 03/15/04, made by Hassell & Folkes, P. C., Engineers - Surveyors - Planners, duly recorded in the aforesaid Clerk's Office in Map Book 147, at Pages 95 through 95-A, B, C, D, E, F, G & H.

INSTRUMENT #050032796
RECORDED IN THE CLERK'S OFFICE OF
CHESAPEAKE ON
JUNE 3, 2005 AT 12:10PM
FAYE W. MITCHELL, CLERK

RECORDED BY: JRB

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RETURN TO AND
PREPARED BY
BARBRIGHT, KINSER,
TELFEYAN, LEFTWICH,
AND RICHOLLS, P.C.
ATTORNEYS AT LAW
306 CEDAR LAKE DRIVE
CHESAPEAKE, VIRGINIA 23030
847-0181