

RIGHT-OF-WAY
 ON PROPERTY OWNED BY:
 MARIKO O. BLOOM
 AND
 JARDINE C. BLOOM

OWNERS INITIALS

M. Bloom *J. Bloom*

Legend

- Location of Boundary Lines of Right of Way FIFTEEN FEET IN WIDTH
- INDICATES PROPERTY LINE IS RIGHT OF WAY BOUNDARY

Form No. 726 (Rev. Dec 87)
 (Formerly 9760003)

Plat to Accompany Right of Way Agreement		
COR 16		
Virginia Electric and Power Company		PAGE 5 OF 5
District: WILLIAMSBURG		
District-Township-Borough:	County-City:	State:
BERKELEY	JAMES CITY	VA
Office:	Plat Number:	
WILLIAMSBURG	28-94-0099	
Estimate Number:	Grid Number:	
28-402-12	M1738	
Date: July 21, 1994 By: <i>Donna J. Lynch</i>		



CERTIFICATE OF AUTHENTICITY

THIS IS TO CERTIFY THAT THE FOLLOWING ELECTRONIC RECORDS ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS OF JAMES CITY COUNTY GENERAL SERVICES DEPARTMENT- STORMW ATER DIVISION; WERE SCANNED IN THE REGULAR COURSE OF BUSINESS PURSUANT TO GUIDELINES ESTABLISHED BY THE LIBRARY OF VIRGINIA AND ARCHIVES; AND HA VE BEEN VERIFIED IN THE CUSTODY OF THE INDIVIDUAL LISTED BELOW.

BMPNUMBER: 99188

DATE VERIFIED: April 14, 2016

QUALITY ASSURANCE TECHNICIAN: Charles E. Lovett II

A handwritten signature in cursive script that reads "Charles E. Lovett II".

LOCATION: WILLIAMSBURG, VIRGINIA

012184



Right of Way Agreement

COR 16-10-04

THIS RIGHT OF WAY AGREEMENT, is made and entered into this 27th day of July 19 94, by and between

Mariko O. BLOOM and Jardine C. BLOOM

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as 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 telephone, television and other communication purposes; for lighting purposes; and for the attachment of the wires and facilities of any other public service company, 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, ground connections, meters, attachments, equipment,

Initials:

WOB

JCB

Form No. 720492/Rev 82
Formerly 720492, 720493, 720511 and 720512
Overhead and Underground Easement
(Page 1 of 5, Pages)



Right of Way Agreement

COR 16-10-04

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,

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said easement shall extend n/a (n/a) feet in width across the Lands of GRANTOR.

2. The easement granted herein shall extend across the lands of GRANTOR situated in James City County, Virginia, as more fully described on Plat No. 28-94-0099, which is 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, 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 rights 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

Initials: WCB JP _____

Form No. 720400plus 02
Formerly 720402, 720403, 720511 and 720512
Overhead and Underground Easement
(Page 2 of 5 Pages)



VIRGINIA POWER

Right of Way Agreement

COR 16-10-04

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 outside the boundaries of the easement and shall repair or pay GRANTOR, at GRANTEE's option, for other damage done to GRANTOR's property 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.

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 granted 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 and below ground obstructions as long as said fences 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 costs 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 and acknowledged 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: M.B. J

Form No. 720-403 (Rev. 8/92)
Forms 720-402, 720-403, 720511 and 720512
Overhead and Underground Easement
(Page 3 of 5 Pages)



VIRGINIA POWER

Right of Way Agreement

COR 16-10-04

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.

WITNESS the following signatures and seals:

Mariko O. Bloom (SEAL)
Mariko O. Bloom

Jardine C. Bloom (SEAL)
Jardine C. Bloom

State of Virginia

City/County of James City

The foregoing instrument was acknowledged before me this 27th day of July, 1994

by Mariko O. Bloom and Jardine C. Bloom

Donna H. Lynch
Notary Public Donna H. Lynch

My commission expires: April 30, 2000 VIRGINIA: City of Williamsburg and County of James City, to W&P:

Form No. 725531 (Aug 91)
Individual Signature Page

In the Clerk's office of the Circuit Court of James City of Virginia Page 4 of 5

City of Williamsburg and County of James City the 26 day of July, 1994. This R/W

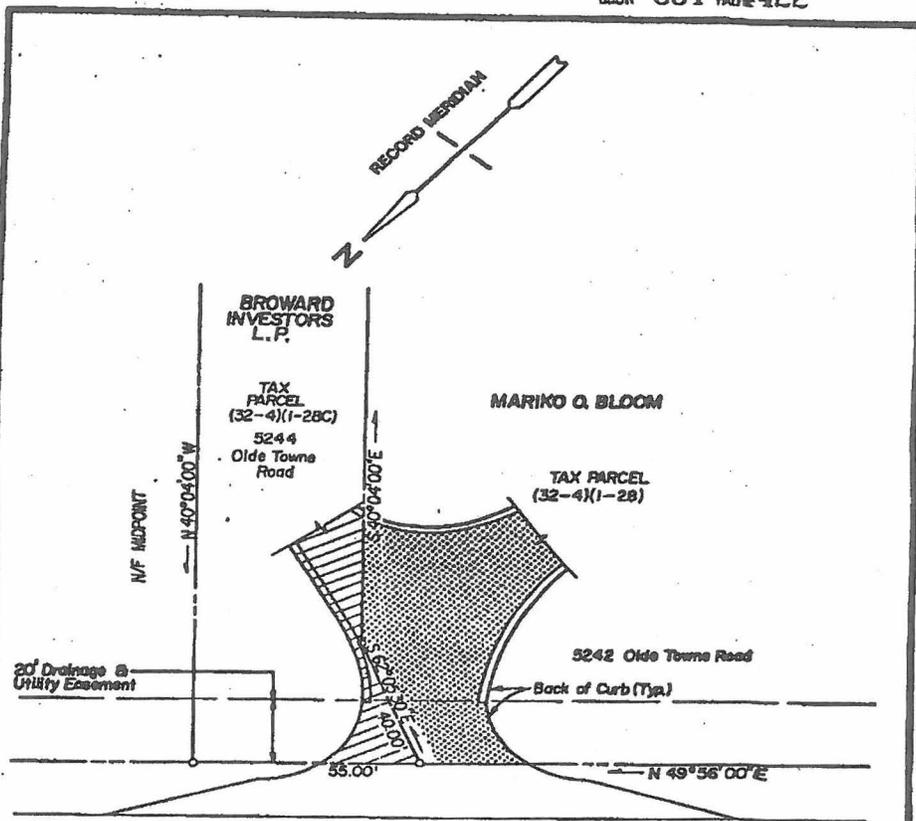
was presented with certificate annexed and

admitted to record at 11:42 o'clock

Teste: Helene S. Ward, Clerk

by [Signature]
Deputy Clerk

FLAT RECORDED IN
DB 197 PAGE 898



ABS Consulting Engineers Engineers, Surveyors, Planners Williamsburg, Virginia

**PLAT SHOWING
 CROSS EASEMENT BETWEEN BROWARD INVESTORS L.P. AND
 MARIKO O. BLOOM**

BERKELEY DISTRICT JAMES CITY COUNTY VIRGINIA

Scale: 1" = 30' Ref.: Date: 12/1/93 Job No.: 6924

4-4

635

BOOK 664 PAGE 419

DEED OF EASEMENT

This Deed of Easement made and entered into by and between BROWARD INVESTORS, L.P., their successors or assigns, and MARIKO OGAWA BLOOM and JARDINE CLIFTON BLOOM, her husband, their successors or assigns.

WITNESSETH that for Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration the receipt of which is hereby acknowledged, Broward Investors, L.P. hereby grants and conveys unto Mariko O. Bloom an easement for pedestrian and vehicular ingress and egress across the property of Broward Investors, L.P. shown in the area cross-hatched on that certain plat entitled "CROSS EASEMENT BETWEEN BROWARD INVESTORS, L.P. AND MARIKO O. BLOOM", a copy of said "Cross Easement Area" being attached and made a part hereto.

Further witnesseth that Mariko Ogawa Bloom and Jardine Clifton Bloom, her husband, hereby grant to Broward Investors, L.P., a Virginia Limited Partnership, an easement for vehicular ingress and egress across the property of Mariko Ogawa Bloom shown in the area shaded grey or dotted on the aforesaid plat being attached hereto.

At any time in the future, during the period of construction of improvements necessitating the physical use of the easement, the party undertaking the construction of improvements shall be solely responsible for the repair, maintenance and upkeep of the "Cross Easement Area" during the full construction period. If both properties are under construction of improvements at the same time,

Stephens & Roberts
Attorneys at Law
905 Richmond Road
Williamsburg, Va. 23185

1 - 4

BOOK 664 PAGE 420

then both parties shall equally share the cost of repair, maintenance and upkeep of the "Cross Easement Area" during the full construction period. Commencing with the completion of construction of improvements on both parcels in question, both parties shall equally share the cost of repair, maintenance and upkeep of the "Cross Easement Area". Both parties agree to repair and maintain in good condition and remove obstructions from the area described above, and neither party shall allow any person to park or obstruct any of the area described above. During the time in which the parties equally share costs, each party is encouraged, but not required, to communicate with the other party in any reasonable fashion, as to the need for repair, maintenance and upkeep to the "Cross Easement Area". The party incurring the cost for repair, maintenance and upkeep shall submit a statement to the other party after the work is completed and cost incurred, and the other party shall pay its proportionate share to the party incurring the cost within 30 days of the receipt of such statement. All disputes, otherwise unresolved by the parties, shall be resolved by arbitration and the costs of arbitration shall be equally shared.

WITNESSETH the following seals and signatures:

John C. Stephens, Jr. (SEAL)
 JOHN C. STEPHENS, JR., General
 Partner, Broward Investors, L.P.

Mariko Ogawa Bloom (SEAL)
 MARIKO OGAWA BLOOM

Stephens & Roberts
 Attorneys at Law
 903 Richmond Road
 Williamsburg, Va. 23185

BOOK 664 PAGE 421

Jardine Clifton Bloom (SEAL)
JARDINE CLIFTON BLOOM

STATE OF VIRGINIA
CITY OF WILLIAMSBURG, to-wit:

The foregoing Deed of Easement was acknowledged before me by
JOHN C. STEPHENS, JR., General Partner of Broward Investors, L.P.,
this 6th day of January, 1994.

[Signature]
Notary Public

My commission expires: April 30, 1997

STATE OF VIRGINIA
CITY/COUNTY OF York, to-wit:

The foregoing Deed of Easement was acknowledged before me by
MARIKO OGAWA BLOOM, this 11th day of January, 1994.

[Signature]
Notary Public

My commission expires: 9/30/96

STATE OF VIRGINIA
CITY/COUNTY OF York, to-wit:

The foregoing Deed of Easement was acknowledged before me by
JARDINE CLIFTON BLOOM, this 11th day of January, 1994.

[Signature]
Notary Public

My commission expires: 9/30/96

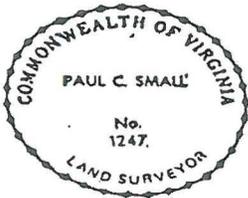
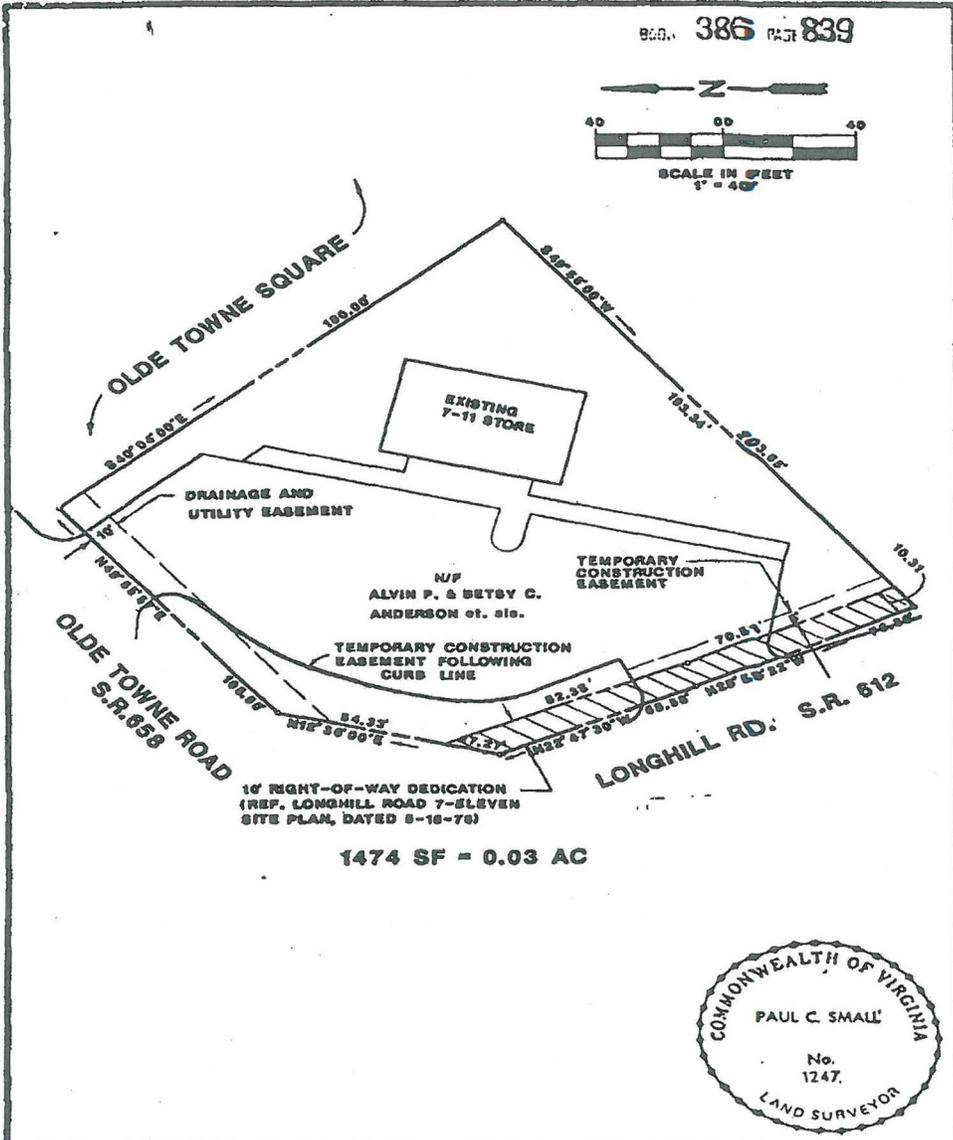
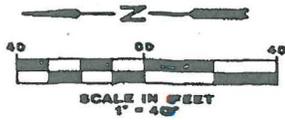
Stephens & Roberts
Attorneys at Law
905 Richmond Road
Williamsburg, Va. 23185

PLAT RECORDED IN
BOOK 664 PAGE 422

In the County of York, Virginia, Court of the
City of Williamsburg, this 11th day of Jan 1994
I, [Signature] Notary Public, do hereby certify that
the foregoing instrument was duly acknowledged before me
and that the signers are the persons whose names are
subscribed to the same.
Witness my hand and seal at Williamsburg, Virginia,
this 11th day of Jan, 1994.
[Signature]
Notary Public

224 0100030A

BOOK 386 PAGE 839



AES, a professional corporation engineers, surveyors, planners Williamsburg, Virginia

PLAT OF RIGHT-OF-WAY DEDICATION & DRAINAGE EASEMENT FROM: ALVIN P. & BETSY C. ANDERSON et. als. TO V.D.O.T.

JAMES CITY COUNTY VIRGINIA
Scale: 1"=40' Ref.: PS 46/36, DS 237/603 Date: DEC., 1987 Job No. 6989

1879

324 0100028
5242 OLDE TOWNE RD
BOOK 668 PAGE 381

DECLARATION OF COVENANTS
INSPECTION/MAINTENANCE OF RUNOFF CONTROL FACILITY

THIS DECLARATION, Made this 11th day of January, 1994, between MARIKO O. BLOOM, and all successors in interest, hereinafter referred to as the "COVENANTOR," Owner of the following property situate in James City County, Virginia: 1.50 Acres, More or Less, as shown and described on a plat by AES Consulting Engineers, dated December 6, 1993, entitled: "PLAT OF SURVEY, PARCEL 2A FOR CONVEYANCE TO MARIKO O. BLOOM," commonly known as 5242 Olde Towne Road, and the COUNTY OF JAMES CITY, VIRGINIA, hereinafter referred to as the "COUNTY."

WITNESSETH:

I, the COVENANTOR, with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interests in the property described above, do hereby covenant with the COUNTY as follows:

1. The COVENANTOR shall provide maintenance for the runoff control facility, hereinafter referred to as the "FACILITY," located on and serving the above-described property to ensure that the FACILITY is and remains in proper working condition in accordance with approved design standards, and with the law and applicable executive regulations.
2. If necessary, the COVENANTOR shall levy regular or special assessments against all present or subsequent owners of property served by the FACILITY to ensure that the FACILITY is properly maintained.
3. The COVENANTOR shall provide and maintain perpetual access from public rights-of-way to the FACILITY for the COUNTY, its agent and its contractor.
4. The COVENANTOR shall grant the COUNTY, its agent and its contractor, a right of entry to the FACILITY for the purpose of inspecting, operating, installing, constructing, reconstructing,

BCDM 668 PAGE 382

maintaining or repairing the FACILITY.

5. If, after reasonable notice by the COUNTY, the COVENANTOR shall fail to maintain the FACILITY in accordance with the approved design standards and with the law and applicable executive regulations, the COUNTY may perform all necessary repair or maintenance work, and the COUNTY may assess the COVENANTOR and/or all property served by the FACILITY for the cost of the work and any applicable penalties.

6. The COVENANTOR shall indemnify and save the COUNTY harmless from any and all claims for damages to persons or property arising from the installation, construction, maintenance, repair, operation or use of the FACILITY.

7. The COVENANTOR shall promptly notify the COUNTY when the COVENANTOR legally transfers any of the COVENANTOR'S responsibilities for the FACILITY. The COVENANTOR shall supply the COUNTY with a copy of any document of transfer, executed by both parties.

8. The covenants contained herein shall run with the land and shall bind the COVENANTOR and the COVENANTOR'S heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of property served by the FACILITY.

9. This COVENANT shall be recorded in the County Land Records.

IN WITNESS WHEREOF, the COVENANTOR has executed this DECLARATION OF COVENANTS as of this 11th day of January, 1994.

Mariko O. Bloom (SEAL)
MARIKO O. BLOOM -- COVENANTOR

STATE OF VIRGINIA AT LARGE

CITY/COUNTY OF YORK to-wit:

BOOK 668 PAGE 383

I hereby certify that on this 11th day of January, 1994, before the subscribed, a Notary Public of the State of Virginia, and for the City/County of York aforesaid personally appeared before me MARIKO O. BLOOM and did acknowledge the foregoing instrument to be her Act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of January, 1994.

Wesley
Notary Public

My Commission expires: 9/30/99



Approved as to form:

1/24/94
Date

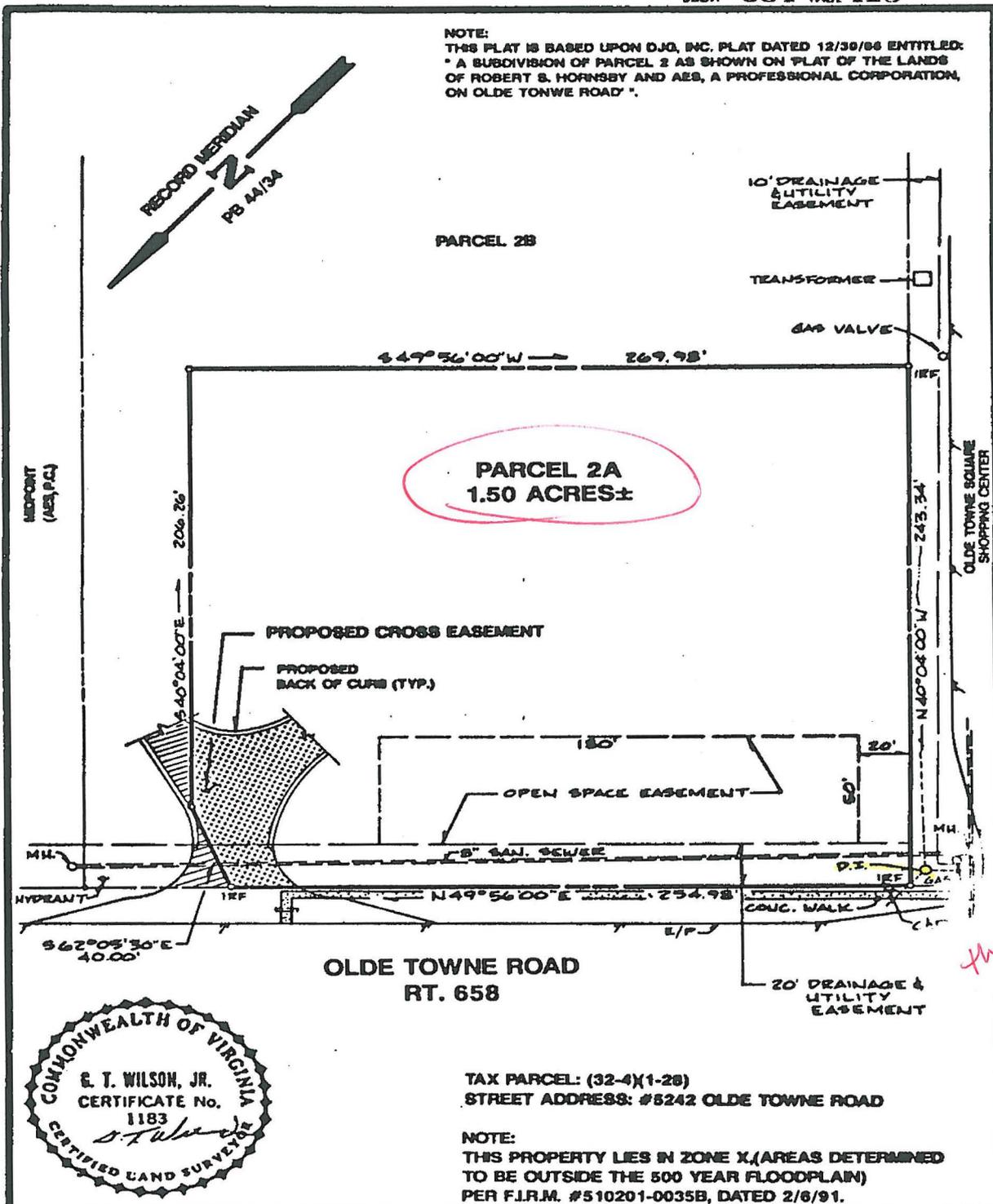
James P. Rogan
County Attorney

IN THE CITY OF YORK AND COUNTY OF YORK
In the Court of the City of York and County of York
This 11th day of January, 1994, this instrument was
admitted to the public records of the City of York and County of York
at 9:19 o'clock
Wesley, Notary Public, Clerk
by *Wesley*
Notary Public

3240100028

BOOK 664 PAGE 418

NOTE:
THIS PLAT IS BASED UPON D.J.G., INC. PLAT DATED 12/30/88 ENTITLED:
" A SUBDIVISION OF PARCEL 2 AS SHOWN ON PLAT OF THE LANDS
OF ROBERT S. HORNSBY AND AES, A PROFESSIONAL CORPORATION,
ON OLDE TOWNE ROAD "



the DI looks like it is outside of property line.



TAX PARCEL: (32-4)(1-28)
STREET ADDRESS: #5242 OLDE TOWNE ROAD

NOTE:
THIS PROPERTY LIES IN ZONE X, (AREAS DETERMINED
TO BE OUTSIDE THE 500 YEAR FLOODPLAIN)
PER F.I.R.M. #510201-0035B, DATED 2/6/91.

AES Consulting Engineers Engineers, Surveyors, Planners Williamsburg, Virginia

**PLAT OF SURVEY
PARCEL 2A
FOR CONVEYANCE TO MARIKO O. BLOOM**

BERKELEY DISTRICT	JAMES CITY COUNTY	VIRGINIA
Scale: 1" = 50'	Ref.: PB 44/34	Date: 12/6/93
		Job No.: 6924-5

634

165,000.00

324 01 00028
5242 OLDFIELD TOWNE RD
BOOK 664 PAGE 416

THIS DEED, Made this 9th day of December, 1993, by and between **ROBERT S. HORNSBY** and **LOIS S. HORNSBY**, his wife, as parties of the first part, hereinafter designated as the Grantor, and **MARIKO OGAWA BLOOM**, married, as party of the second part, hereinafter designated as the Grantee;

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, the following described property, to-wit:

All that certain lot, piece or parcel of land situate, lying and being in James City County, Virginia, containing 1.50 acres ±, known and designated as Lot Numbered TWO A (2A) as shown on a certain plat entitled, "PLAT OF SURVEY, PARCEL 2A, FOR CONVEYANCE TO MARIKO O. BLOOM, JAMES CITY COUNTY, VIRGINIA", made by AES, dated 12/6/93, a copy of which plat is attached hereto and made a part hereof.

Together with all and singular the buildings and improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all conditions, easements, covenants and restrictions of record, or which may be apparent on the ground.

TO HAVE AND TO HOLD the said property unto and by the said **MARIKO OGAWA BLOOM**, married, her heirs and assigns, in fee simple forever.

WITNESS the following signatures and seals:

Robert S. Hornsby (SEAL)
ROBERT S. HORNSBY

Lois S. Hornsby (SEAL)
LOIS S. HORNSBY

1-3

WILSON F. SKINNER, JR.
ATTORNEY AT LAW
WILLIAMSBURG, VIRGINIA

BOOK 664 PAGE 417

STATE OF VIRGINIA AT LARGE

CITY/COUNTY OF James City, to-wit:

The foregoing Deed, bearing date of the 9th day of December, 1993, was acknowledged before me this 16th day of December, 1993, by ROBERT S. HORNSBY and LOIS S. HORNSBY.

[Signature]
Notary Public

My Commission expires: January 31, 1997

Notary Public for the County of James City, Virginia
for the City of Williamsburg and County of
City of James City
3:48
247.50
82.50
165.
[Signature]
Deputy Clerk

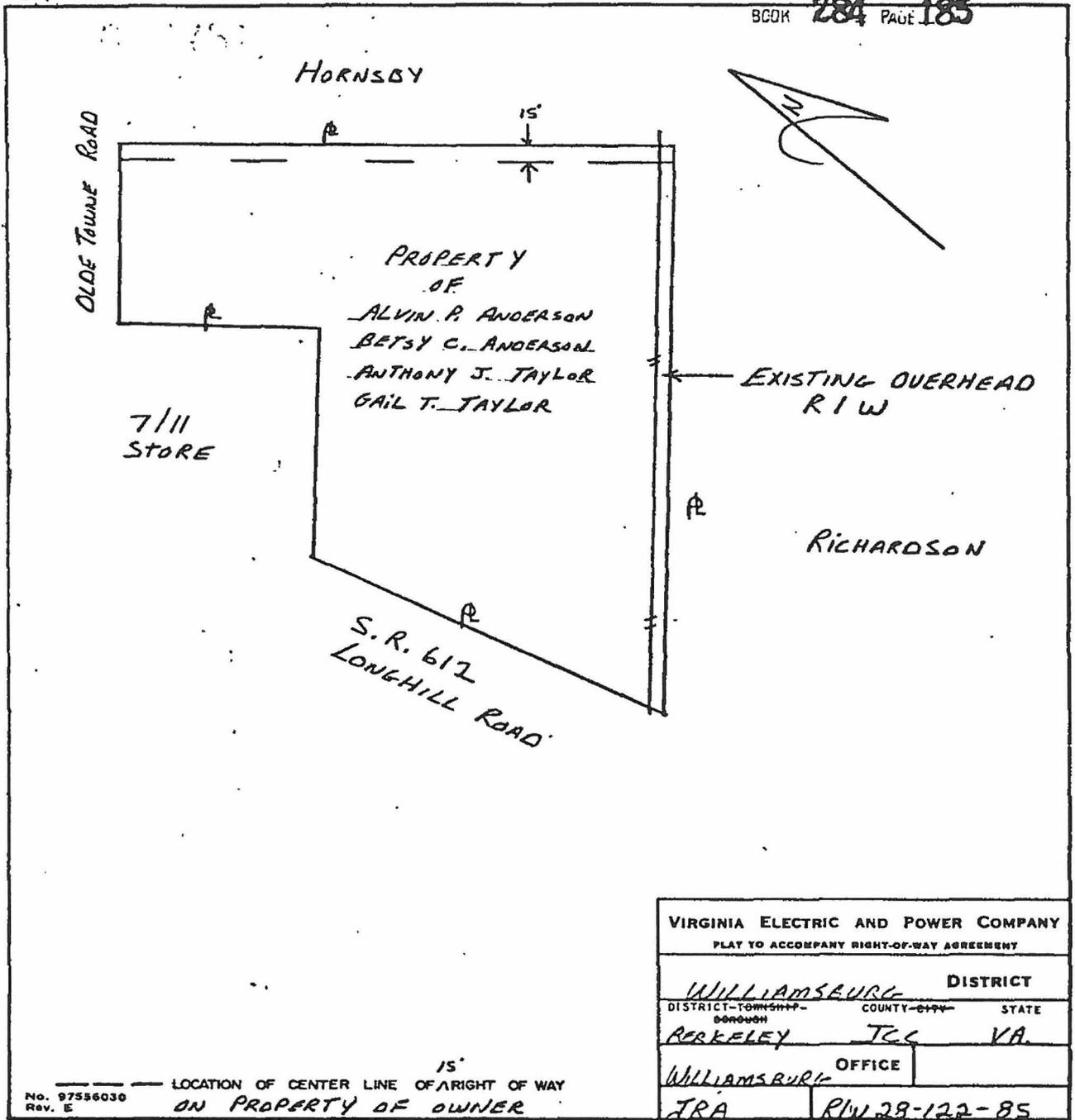
PLAT RECORDED IN
BOOK 664 PAGE 418

2-3

WILSON F. SKINNER, JR.
ATTORNEY AT LAW
WILLIAMSBURG, VIRGINIA

3240100030A

BOOK 284 PAGE 185



VIRGINIA ELECTRIC AND POWER COMPANY		
PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT		
WILLIAMSBURG		DISTRICT
DISTRICT-TOWNSHIP-BOROUGH	COUNTY-CITY	STATE
BERKELEY	TCC	VA.
WILLIAMSBURG	OFFICE	
JRA		R/W 28-122-85

15'
 LOCATION OF CENTER LINE OF RIGHT OF WAY
 ON PROPERTY OF OWNER

3240100028

BOOK 699 PAGE 704

012854

THIS DEED, Made this 22nd day of July, 1994, by and between MARIKO OGAWA BLOOM and JARDINE CLIFTON BLOOM, her husband, as parties of the first part, hereinafter designated as the Grantor, and MC & CV PACIFIC, L.L.C., a Virginia limited liability company, as party of the second part, hereinafter designated as the Grantee;

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, the following described property, to-wit:

All that certain lot, piece or parcel of land situate, lying and being in James City County, Virginia, containing 1.50 acres±, known and designated as Lot Numbered TWO A (2A) as shown on a certain plat entitled, "PLAT OF SURVEY, PARCEL 2A, FOR CONVEYANCE TO MARIKO O. BLOOM, JAMES CITY COUNTY, VIRGINIA", made by AES, dated 12/6/93, a copy of which plat is attached hereto and made a part hereof.

Together with all and singular the buildings and improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all conditions, easements, covenants and restrictions of record, or which may be apparent on the ground.

Being the same property as that conveyed unto Mariko Ogawa Bloom, married, by deed dated December 9, 1993, from Robert S. Hornsby and Lois S. Hornsby, his wife, which deed is of record in Deed Book 664, Page 416.

TO HAVE AND TO HOLD the said property unto and by the said MC & CV PACIFIC, L.L.C., a Virginia limited liability company, its successors and assigns, in fee simple forever.

WITNESS the following signatures and seals:

Mariko Ogawa Bloom (SEAL)
MARIKO OGAWA BLOOM

Jardine Clifton Bloom (SEAL)
JARDINE CLIFTON BLOOM

1-2

THIS TRANSACTION EXEMPT FROM STATE RECORDATION TAXES IN ACCORDANCE WITH §58.1-811(10), CODE OF VIRGINIA, 1950, AS AMENDED.

BOOK 699 PAGE 705

STATE OF VIRGINIA AT LARGE

OFFICE/COUNTY OF York, to-wit:

The foregoing Deed, bearing date of the 22nd day of July, 1994, was acknowledged before me this 8th day of August, 1994, by MARIKO OGAWA BLOOM and JARDINE CLIFTON BLOOM.

Christa Buchle
Notary Public

My Commission expires: 9/30/95

Virginia: City of Williamsburg and County of James City, to-wit:
In the Clerk's office of the Circuit Court for the City of Williamsburg and County of James City the 10 day of August 1994
This deed was presented with the certificate of taxes due to the Clerk at 3:04 o'clock. The taxes imposed by Code 55-54 (a) and (b) of the code have been paid.

STATE TAX	LOCAL TAX	ADDITIONAL TAX
<u>Exempt</u>	<u>Exempt</u>	<u>Exempt</u>

Testa Helene S. Ward, Clerk
By: Claudia A. Bird
Deputy Clerk

c:\wp51\BLOOM\DED

635

BOOK 664 PAGE 419

DEED OF EASEMENT

This Deed of Easement made and entered into by and between BROWARD INVESTORS, L.P., their successors or assigns, and MARIKO OGAWA BLOOM and JARDINE CLIFTON BLOOM, her husband, their successors or assigns.

WITNESSETH that for Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration the receipt of which is hereby acknowledged, Broward Investors, L.P. hereby grants and conveys unto Mariko O. Bloom an easement for pedestrian and vehicular ingress and egress across the property of Broward Investors, L.P. shown in the area cross-hatched on that certain plat entitled "CROSS EASEMENT BETWEEN BROWARD INVESTORS, L.P. AND MARIKO O. BLOOM", a copy of said "Cross Easement Area" being attached and made a part hereto.

Further witnesseth that Mariko Ogawa Bloom and Jardine Clifton Bloom, her husband, hereby grant to Broward Investors, L.P., a Virginia Limited Partnership, an easement for vehicular ingress and egress across the property of Mariko Ogawa Bloom shown in the area shaded grey or dotted on the aforesaid plat being attached hereto.

At any time in the future, during the period of construction of improvements necessitating the physical use of the easement, the party undertaking the construction of improvements shall be solely responsible for the repair, maintenance and upkeep of the "Cross Easement Area" during the full construction period. If both properties are under construction of improvements at the same time,

Stephens & Roberts
Attorneys at Law
905 Richmond Road
Williamsburg, Va. 23185

1-4

then both parties shall equally share the cost of repair, maintenance and upkeep of the "Cross Easement Area" during the full construction period. Commencing with the completion of construction of improvements on both parcels in question, both parties shall equally share the cost of repair, maintenance and upkeep of the "Cross Easement Area". Both parties agree to repair and maintain in good condition and remove obstructions from the area described above, and neither party shall allow any person to park or obstruct any of the area described above. During the time in which the parties equally share costs, each party is encouraged, but not required, to communicate with the other party in any reasonable fashion, as to the need for repair, maintenance and upkeep to the "Cross Easement Area". The party incurring the cost for repair, maintenance and upkeep shall submit a statement to the other party after the work is completed and cost incurred, and the other party shall pay its proportionate share to the party incurring the cost within 30 days of the receipt of such statement. All disputes, otherwise unresolved by the parties, shall be resolved by arbitration and the costs of arbitration shall be equally shared.

WITNESSETH the following seals and signatures:

 (SEAL)
 JOHN C. STEPHENS, JR., General
 Partner, Broward Investors, L.P.

 (SEAL)
 MARIKO OGAWA BLOOM

Stephens & Roberts
 Attorneys at Law
 905 Richmond Road
 Williamsburg, Va. 23185

BOOK 664 PAGE 421

Jardine Clifton Bloom (SEAL)
JARDINE CLIFTON BLOOM

STATE OF VIRGINIA
CITY OF WILLIAMSBURG, to-wit:

The foregoing Deed of Easement was acknowledged before me by
JOHN C. STEPHENS, JR., General Partner of Broward Investors, L.P.,
this 6th day of January, 1994.

[Signature]
Notary Public

My commission expires: April 30, 1997

STATE OF VIRGINIA
CITY/COUNTY OF York, to-wit:

The foregoing Deed of Easement was acknowledged before me by
MARIKO OGAWA BLOOM, this 11th day of January, 1994.

[Signature]
Notary Public

My commission expires: 9/30/96

STATE OF VIRGINIA
CITY/COUNTY OF YORK, to-wit:

The foregoing Deed of Easement was acknowledged before me by
JARDINE CLIFTON BLOOM, this 11th day of January, 1994.

[Signature]
Notary Public

My commission expires: 9/30/96

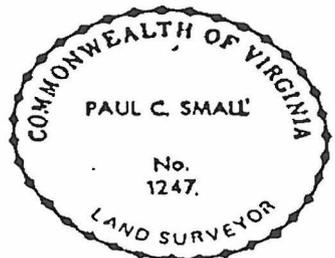
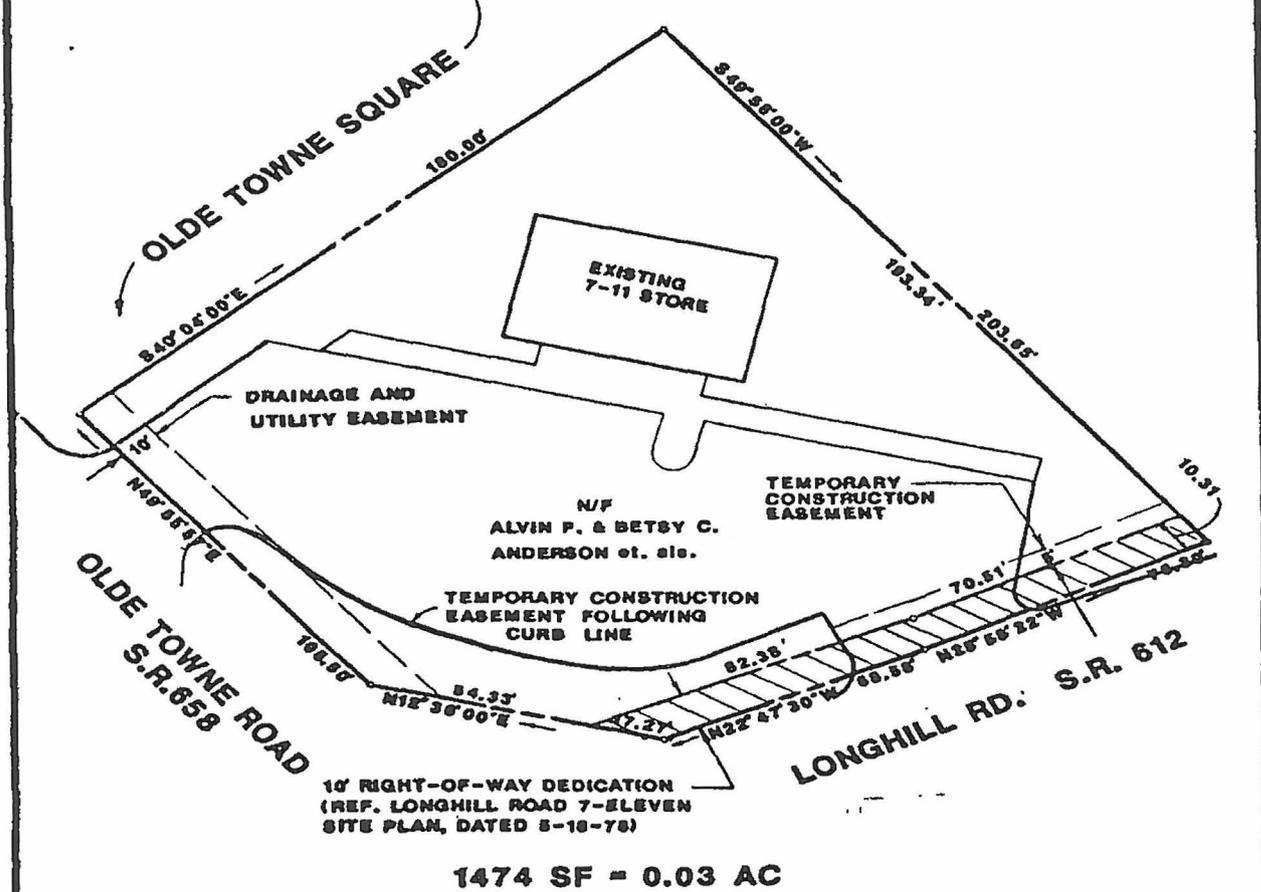
Stephens & Roberts
Attorneys at Law
905 Richmond Road
Williamsburg, Va. 23185

PLAT RECORDED IN
DS 1604 PAGE 422

In the Clerk's Office of the Court of the
City of Williamsburg, Virginia, on the 11th day of the
Month of January, 1994, the following Deed of Easement
was presented to me for recording. I have examined the
same and find it to conform to the requirements of the
Code of Virginia. I have admitted to the public records
the original of the same at 3:50 o'clock
P.M. on the 11th day of January, 1994. This Deed of
Easement is hereby recorded and the same is annexed and
made a part of the records of the City of Williamsburg,
Virginia.
By [Signature]
Deputy Clerk

324 0100030A

839. 386 PAGE 839



AES, a professional corporation		engineers, surveyors, planners		Williamsburg, Virginia	
PLAT OF RIGHT-OF-WAY DEDICATION & DRAINAGE EASEMENT					
FROM: ALVIN P. & BETSY C. ANDERSON et. als.					
TO V.D.O.T.					
JAMES CITY COUNTY			VIRGINIA		
Scale: 1"=40'	Ref.: PB 40/26, DB 237/663	Date: DEC., 1987	Job No. 6988		

1879

324 0100028
5242 OLDE TOWNE RD
BOOK 668 PAGE 381

DECLARATION OF COVENANTS
INSPECTION/MAINTENANCE OF RUNOFF CONTROL FACILITY

THIS DECLARATION, Made this 11th day of January, 1994, between MARIKO O. BLOOM, and all successors in interest, hereinafter referred to as the "COVENANTOR," Owner of the following property situate in James City County, Virginia: 1.50 Acres, More or Less, as shown and described on a plat by AES Consulting Engineers, dated December 6, 1993, entitled: "PLAT OF SURVEY, PARCEL 2A FOR CONVEYANCE TO MARIKO O. BLOOM," commonly known as 5242 Olde Towne Road, and the COUNTY OF JAMES CITY, VIRGINIA hereinafter referred to as the "COUNTY."

WITNESSETH:

I, the COVENANTOR, with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interests in the property described above, do hereby covenant with the COUNTY as follows:

1. The COVENANTOR shall provide maintenance for the runoff control facility, hereinafter referred to as the "FACILITY," located on and serving the above-described property to ensure that the FACILITY is and remains in proper working condition in accordance with approved design standards, and with the law and applicable executive regulations.

2. If necessary, the COVENANTOR shall levy regular or special assessments against all present or subsequent owners of property served by the FACILITY to ensure that the FACILITY is properly maintained.

3. The COVENANTOR shall provide and maintain perpetual access from public rights-of-way to the FACILITY for the COUNTY, its agent and its contractor.

4. The COVENANTOR shall grant the COUNTY, its agent and its contractor, a right of entry to the FACILITY for the purpose of inspecting, operating, installing, constructing, reconstructing,

maintaining or repairing the FACILITY.

5. If, after reasonable notice by the COUNTY, the COVENANTOR shall fail to maintain the FACILITY in accordance with the approved design standards and with the law and applicable executive regulations, the COUNTY may perform all necessary repair or maintenance work, and the COUNTY may assess the COVENANTOR and/or all property served by the FACILITY for the cost of the work and any applicable penalties.

6. The COVENANTOR shall indemnify and save the COUNTY harmless from any and all claims for damages to persons or property arising from the installation, construction, maintenance, repair, operation or use of the FACILITY.

7. The COVENANTOR shall promptly notify the COUNTY when the COVENANTOR legally transfers any of the COVENANTOR'S responsibilities for the FACILITY. The COVENANTOR shall supply the COUNTY with a copy of any document of transfer, executed by both parties.

8. The covenants contained herein shall run with the land and shall bind the COVENANTOR and the COVENANTOR'S heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of property served by the FACILITY.

9. This COVENANT shall be recorded in the County Land Records.

IN WITNESS WHEREOF, the COVENANTOR has executed this DECLARATION OF COVENANTS as of this 11th day of January, 1994.

Mariko O. Bloom (SEAL)
MARIKO O. BLOOM -- COVENANTOR

STATE OF VIRGINIA AT LARGE
CITY/COUNTY OF YORK to-wit:

BOOK 668 PAGE 383

I hereby certify that on this 11th day of January, 1994, before the subscribed, a Notary Public of the State of Virginia, and for the City/County of York, aforesaid personally appeared before me MARIKO O. BLOOM and did acknowledge the foregoing instrument to be her Act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of January, 1994.

W. L. S. [Signature]
Notary Public

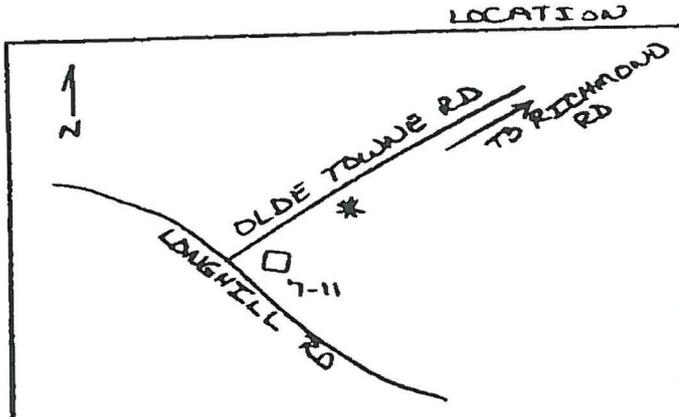
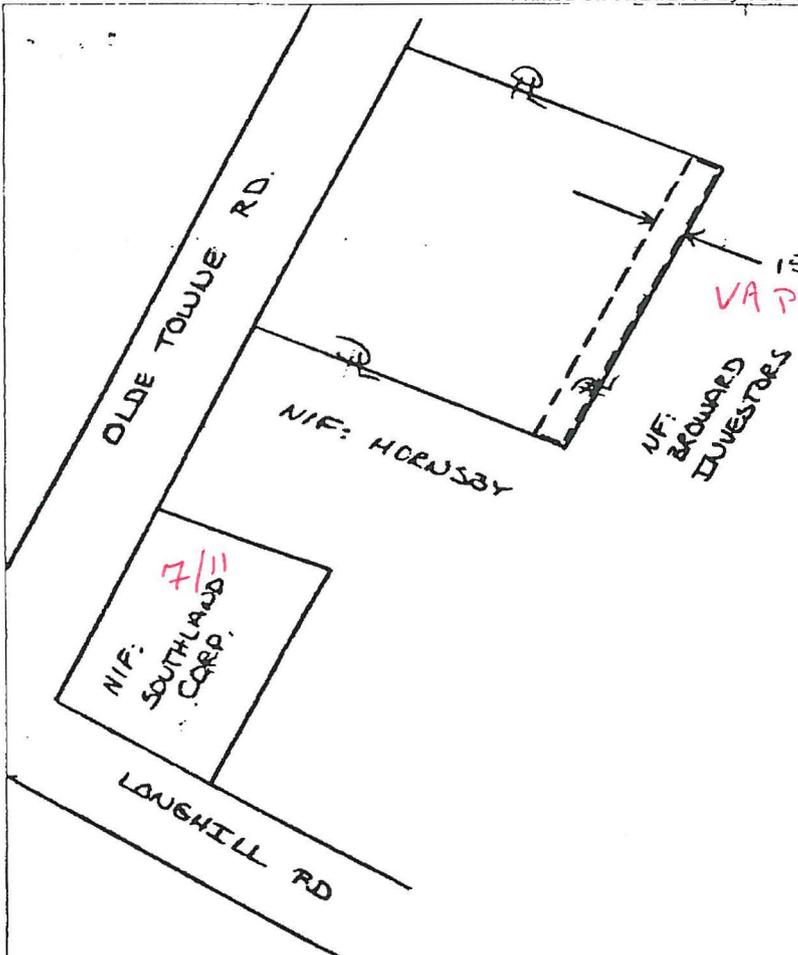
My Commission expires: 9/30/99

Approved as to form:

1/24/94
Date

Leo P. Rogan
County Attorney

NOTARIAL CITY OF FREDERICKSBURG AND COUNTY OF YORK, VIRGINIA, TO WIT:
In the Court of the District Court of the City of York, Feb, 1994 This Dilmatian Government 9:15 certificate annexed and admitted to the Court at 9:15 o'clock
Teste: Helene S. Ward, Clerk
by *[Signature]*
Deputy Clerk



RIGHT-OF-WAY

ON PROPERTY OWNED BY:
 MARIKO O. BLOOM
 AND
 JARDINE C. BLOOM

OWNERS INITIALS

[Handwritten initials] *[Handwritten initials]*

Legend

- Location of Boundary Lines of Right of Way FIFTEEN FEET IN WIDTH
- INDICATES PROPERTY LINE IS RIGHT OF WAY BOUNDARY

Form No. 720488 (Dec 87)
 (Formerly 97560030)

Plat to Accompany Right of Way Agreement		COR 16
Virginia Electric and Power Company		PAGE 5 of 5
District WILLIAMSBURG		
District-Township-Borough BERKELEY	County-City JAMES CITY	State VA
Office WILLIAMSBURG	Plat Number 28-94-0099	
Estimate Number 28-402-12	Grid Number M1738	
Date July 27, 1994 By <i>[Signature]</i>		

012184



Right of Way Agreement

COR 16-10-04

THIS RIGHT OF WAY AGREEMENT, is made and entered into this 27th day of July 19 94, by and between

Mariko O. BLOOM and Jardine C. BLOOM

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as 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 telephone, television and other communication purposes; for lighting purposes; and for the attachment of the wires and facilities of any other public service company, 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, ground connections, meters, attachments, equipment,

Initials: M.O.B. [Signature] _____

Form No. 720492 (Mar 82) (Formerly 720492, 720493, 720511 and 720512) Overhead and Underground Easement (Page 1 of 5 Pages)



Right of Way Agreement

COR 16-10-04

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,

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said easement shall extend n/a (n/a) feet in width across the lands of GRANTOR.

2. The easement granted herein shall extend across the lands of GRANTOR situated in James City County, Virginia, as more fully described on Plat No. 28-94-0099, which is 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, 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 rights 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

Initials: WCB . JG _____

Form No. 720493(Rev 92)
(Formerly 720492, 720493, 720511 and 720512)
Overhead and Underground Easement
(Page 2 of 5 Pages)



Right of Way Agreement

COR 16-10-04

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 outside the boundaries of the easement and shall repair or pay GRANTOR, at GRANTEE's option, for other damage done to GRANTOR's property 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.

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 granted 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 and below ground obstructions as long as said fences 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 costs 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 and acknowledged 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: M.B. J.S.

Form No. 720493(Mar 92) (Formerly 720492, 720493, 720511 and 720512) Overhead and Underground Easement (Page 3 of 5 Pages)



VIRGINIA POWER

Right of Way Agreement

COR 16-10-04

11. GRANTOR covenants that it is seized 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.

WITNESS the following signatures and seals:

Mariko O. Bloom (SEAL)
Mariko O. Bloom

Jardine C. Bloom (SEAL)
Jardine C. Bloom

State of Virginia

County of James City

The foregoing instrument was acknowledged before me this 27th day of July, 1994
by Mariko O. Bloom and Jardine C. Bloom

Donna H. Lynch
Notary Public Donna H. Lynch

My commission expires: April 30, 1999

VIRGINIA: City of Williamsburg and County of James City, to Wit: Form No. 728531 (Aug 91) Individual Signature Page

In the Clerk's office of the Circuit Court of the 4 of 5 Pages
City of Williamsburg and County of James City the 26 day of July 1994. This R/W
Case was presented with certificate annexed and
admitted to record at 11:42 o'clock
Teste: Helene S. Ward, Clerk
by [Signature]
Deputy Clerk

FLAT RECORDED IN
DB 697 PAGE 898

James City County, Virginia

problem
~~154~~
coming from here

Map # 3240100028
 LRSN (Parcel ID) 17085
 Property Address: 5242 OLDE TOWNE ROAD
 WMSBURG, VA 23188-1924
 Subdivision: Commercial - Longhill (NP)
 Owner's Name: MC & CV PACIFIC, LLC C/O
 MORTON G THALHIMER
 Mailing Address: PO BOX 5160
 GLEN ALLEN, VA 230585160

General Information

Zoning: LB Limited Business
 Property Class: 404, Commercial & Industrial
 Legal Acreage: 1.5
 Legal Description: OLDE TOWNE PARK
 Primary Service Area: Yes

VA Senate District: 1
 VA House District: 96
 Election District: Jamestown
 Voting Precinct: Jamestown B
 Polling Place: JCC-W Community Center
 Census: 802.06

To confirm utility information please contact JCSA at 757-229-7421

Schools

Elementary School: Blayton
 Middle School: Hornsby
 High School: Lafayette

*1.5 AC parcel 2A
 Deed from 1993 not ref. in deed.*

Assessment Information

Valuation as of:	January 1, 2013	January 1, 2014	January 1, 2015
Effective for Billing:	July 1, 2013	July 1, 2014	July 1, 2015
Land Value:	\$345,800.00	\$345,800.00	\$345,800.00
Improvement Value:	\$729,500.00	\$729,500.00	\$729,500.00
Total Value:	\$1,075,300.00	\$1,075,300.00	\$1,075,300.00

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/Pg
BLOOM, MARIKO OGAWA	8/10/1994	\$.00	664/416
HORNSBY, ROBERT S	1/11/1994 <i>#Lois</i>	\$165,000.00	0 5
No Data	No Data	\$.00	No Data

664/416 Snows easement
44/34

James City County, Virginia

Map # 3240100030A
LRSN (Parcel ID) 11566
Property Address: 4854 LONGHILL ROAD
 WMSBURG, VA 231881500
Subdivision: Commercial - Longhill (NP)
Owner's Name: OLDE TOWNE SQUARE, LTD
Mailing Address: P O BOX 2723
 NEWPORT NEWS, VA 236090723

*Problem
coming
from*

General Information

Zoning:	LB Limited Business	VA Senate District:	1
Property Class:	404, Commercial & Industrial	VA House District:	96
Legal Acreage:	3.45	Election District:	Jamestown
Legal Description:	P-2 ANDERSON ETALS SUB	Voting Precinct:	Jamestown B
Primary Service Area:	Yes	Polling Place:	JCC-W Community Center
		Census:	802.06

To confirm utility information please contact JCSA at 757-229-7421

Schools

Elementary School: Blayton
Middle School: Hornsby
High School: Lafayette

Assessment Information

Valuation as of:	January 1, 2013	January 1, 2014	January 1, 2015
Effective for Billing:	July 1, 2013	July 1, 2014	July 1, 2015
Land Value:	\$795,500.00	\$795,500.00	\$795,500.00
Improvement Value:	\$1,955,300.00	\$1,955,300.00	\$1,955,300.00
Total Value:	\$2,750,800.00	\$2,750,800.00	\$2,750,800.00

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/Pg
POWHATAN ENTERPRISES, I	4/1/2004	\$2,600,000.00	040009203
OLD TOWNE SQUARE LTD	9/30/1997	\$1,775,000.00	970015872
ANDERSON, ALVIN P ET ALS	10/10/1985	\$800,000.00	0

Anthony J. Taylor

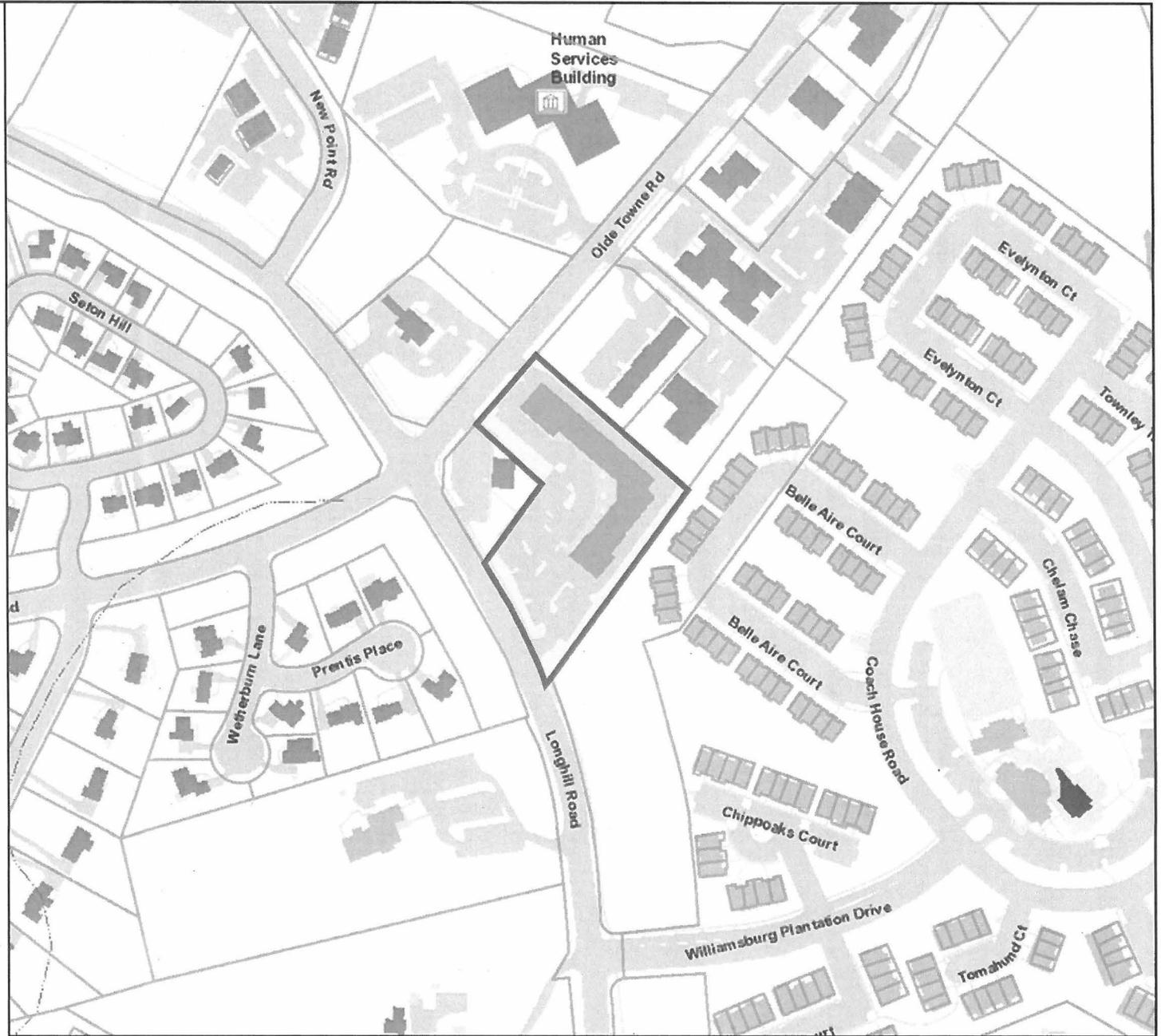
PB40 P. 20

970015871

970015872

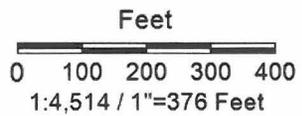
Legend

□ Parcels



Title: Parcels

Date: 7/20/2015



DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and James City County is not responsible for its accuracy or how current it may be.



3230100010 4732

3240100029A 5249

5252
3240100028A

3240100029

3240100029C

5237

3240100042

5248

118

3232400030

116

3232400031

114

3240100029B

4780

3240100028

5242

Seton Hill Rd

3232400032

112

Longhill Rd

115

3232400009

3232400033

110

109

103

3232400034

108

3232400013

106

323240001A

Olde Towne Rd

3240100030

4840

3240100030A

4854

5244

3240900262

263 262 261

3240900263

3240900264

264

3240900265

265

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Belle Aire Ct

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294 3240900293

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324090001A

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3241200011

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111