



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: MC009

DATE VERIFIED: May 9, 2016

QUALITY ASSURANCE TECHNICIAN: Charles E. Lovett II

LOCATION: WILLIAMSBURG, VIRGINIA



Stormwater Division

MEMORANDUM

Date: March 29, 2012
To: Michael J. Gillis, Virginia Correctional Enterprises Document Management Services
From: Leah Hardenbergh
PO: 110426
Re: Files Approved for Scanning

General File ID or BMP ID: MC009
PIN: 4830200001
Owner Name (if known): ROLLING WOODS
Legal Property Description: OPEN SPACE S-3 ROLLING WDS
Site Address: ADJACENT TO 2805 STARLING DRIVE

(For internal use only):

Box # 3

Agreements (in file as of scan date): N **Book or Doc #:**

MC-009

Contents for Stormwater Management Facilities As-built Files

Each file is to contain:

1. As-built plan
2. Completed construction certification
- ③ Construction Plan
4. Design Calculations
- ⑤ Watershed Map
6. Maintenance Agreement
7. Correspondence with owners
8. Inspection Records
9. Enforcement Actions

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000020722

RE-RECORDING OF
EASEMENT AND MAINTENANCE AGREEMENT

RE-RECORDING OF THIS
This **EASEMENT AND MAINTENANCE AGREEMENT** (this "Agreement") is made

this 24th day of October 2000, by and between **ROLLING WOODS HOMEOWNERS' ASSOCIATION OF WILLIAMSBURG, INC.**, a Virginia non-stock corporation ("ASSOCIATION"), Grantor, whose registered agent is Stephen J. Roberts, Esq., with an address of 905 Richmond Road, Williamsburg, Virginia 23185; and **JAMES CITY COUNTY**, a Political Subdivision of the Commonwealth of Virginia ("COUNTY"), Grantee, with an address of Attention: County Administrator, 101-C Mounts Bay Road, Williamsburg, Virginia, 23185.

RECITALS

WHEREAS, the ASSOCIATION is the umbrella homeowners' association responsible for the maintenance, management, operation and control of the Common Areas in the residential community known as Rolling Woods, located in the County of James City, Virginia; and

WHEREAS, Rolling Woods is subject to certain covenants and restrictions set forth in the Rolling Woods Declaration of Covenants and Restrictions dated _____, and recorded in the Clerk's office of the Circuit Court of the City of Williamsburg and the County of James City, Virginia (the Williamsburg/James City County Clerk's Office) in Deed Book ____, Page ____.

This instrument prepared by:

Colleen K. Killilea, Esq.
Jones, Blechman, Woltz & Kelly, P.C.
460 McLaws Circle, Suite 220
Williamsburg, Virginia 23185
(757) 259-5740
(757) 259-5717 (fax)

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the Amended and Restated Declaration of Covenants and Restrictions dated _____ and recorded in the Williamsburg/James City Clerk's Office in Deed Book ____, Page ____, and ____; and as may be further amended, restated, modified or supplemented (the "Declaration"); and

WHEREAS, pursuant to the Declaration, the ASSOCIATION is responsible for the maintenance and upkeep of the Common Areas in Rolling Woods; and

WHEREAS, there are ~~three privately owned stormwater detention basins in Rolling Woods~~, located within a certain piece or parcel of land identified as "OPEN SPACE" on a certain plat entitled "ROLLING WOODS SUBDIVISION SECTION 3, THE DIGGES BROTHERS, INC - OWNER/DEVELOPER, JAMES CITY COUNTY, VIRGINIA", dated October 19, 1988 by the DeYoung-Johnson Group, Inc., Engineers-Architects-Surveyors, Williamsburg, Virginia, which plat was recorded in the Williamsburg/James City County Circuit Court Clerk's Office in Plat Book 49, pages 78-79. These three stormwater detention basins provide the stormwater management and drainage for the Rolling Woods community, and said system, hereinafter referred to as the "SYSTEM," also includes any runoff control facilities, pipes, conveyance systems and associated improvements and easements, located on and serving the above-described property. The SYSTEM shall not include any elements located within any Virginia Department Transportation rights-of-way.

WHEREAS, the ASSOCIATION and the COUNTY have agreed, subject to the provisions of Paragraph 15 herein, that ~~the ASSOCIATION will be responsible for certain routine maintenance and repairs of the SYSTEM, and the Country will be responsible for certain non-routine maintenance, emergency repairs and replacements all as hereinafter set forth; and~~

WHEREAS, the purpose of the maintenance is to ensure that the SYSTEM detains and releases stormwater in accordance with the approved SYSTEM design as presented in the approved

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plans, James City County Case Number S-17-87 and S-34-88, and with the law and applicable executive regulation except as otherwise provided for in Item 9 below.

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00), the mutual covenants contained herein and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. County's Duties. The COUNTY agrees, subject to the provisions of Paragraph 15 herein, to perform all "Non-routine Work" (as hereinafter defined in paragraph 4 below) to the SYSTEM. In connection with the exercise of its duties hereunder, the COUNTY agrees to complete all work lien free and in a good and workmanlike manner, and to restore all disturbed areas upon completion of the work to substantially the original condition of such areas. The COUNTY further agrees to serve as the primary advisor to the ASSOCIATION on all state and federal regulations regarding the management and operation of the stormwater detention basins.

2. Association's Duties

The ASSOCIATION

- a) agrees to perform all "Routine Work" (as hereinafter defined in paragraph 4 below) to the SYSTEM; and
- b) agrees to levy regular or special assessments, if necessary, to the fullest extent permitted under the Declaration of Covenants and/or Virginia law, against all present or subsequent owners of property, subject to the Declaration of Covenants and served by the SYSTEM to ensure that the ASSOCIATION has adequate funds available to perform its obligations in accordance with this Agreement; and

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c) hereby grants and conveys to the COUNTY the non-exclusive right of ingress and egress over and across those certain access areas designated as “_____” on Exhibit A attached hereto for the purpose of (i) providing access to and from the SYSTEM to enable the COUNTY to perform its duties under this Agreement; (ii) providing perpetual access from the public right-of-ways to the SYSTEM for the COUNTY, its employees, its agent and its contractor, and (iii) for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the SYSTEM; and

d) hereby agrees to promptly notify the COUNTY when the ASSOCIATION legally transfers any of the responsibilities for the SYSTEM. The ASSOCIATION shall supply the COUNTY with a copy of any document of transfer, executed by the ASSOCIATION and by the transferee, indicating the transferee’s agreement to assume the ASSOCIATION’S obligations hereunder.

Definitions.

A. “Routine Work.” As used herein, the term “Routine Work” means the performance of the following duties.

- (i) Mowing and seeding of the stormwater detention basin embankment.
- (ii) Removal of downed trees from the stormwater detention basins themselves, insofar as they inhibit the function of the stormwater detention basins.
- (iii) Removal of tree growth from the dam embankment itself.

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- (iv) Maintaining storm water outlets and release structures free of trash and debris.
- (v) Commercially reasonable management of aquatic vegetation, such that said vegetation does not interfere with the function of the stormwater detention basin and dam.
- (vi) Routine maintenance of dam embankment to prevent surface erosion of the dam.
- (vii) Commercially reasonable action to control animals (such as beavers and muskrats) that may live in or around the stormwater detention basins, insofar as they pose a hazard to the function of the settlement basin.

B. "Non-routine Work." As used herein, the term "Non-routine Work" means performance of the following duties.

- (i) Dredging and cleaning of the stormwater detention basins to maintain an appropriate depth for storm water management purposes.
- (ii) Periodic checks of the stormwater detention basin depths, as appropriate.
- (iii) Making all necessary structural repairs to the dam embankment and associated dams and spillways, other than mowing and seeding.
- (iv) Replacing pipe spillways when damaged to the extent that their function is impaired.
- (v) Providing emergency repairs to the stormwater detention basins, dams, spillways, pipes and embankments, to include dam embankment failures.

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5. **Compliance with Laws.** The work performed by any party shall be completed in a good and workmanlike manner and shall comply with all federal, state and local laws, regulations and ordinances.

6. **Reservation.** The ASSOCIATION reserves (a) the right to landscape and grade the easement areas and to install fencing on easement areas other than easements for ingress/egress or access, (b) the right to install (or to grant others the right to install) other utilities in, on or about the easement areas, and (c) the right to otherwise use the easement areas for such other purposes as the ASSOCIATION may desire, provided that such use is not inconsistent with and does not interfere with the easements granted by this instrument, and further provided that the function of the dam is not impaired by such use.

7. **Duration.** The easements hereby granted and the other covenants, agreements and licenses contained herein shall be covenants and agreements running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and all persons claiming under them, in perpetuity unless terminated or amended in accordance with paragraph 14 below.

8. **Remedies.** In addition to all rights and remedies otherwise available at law or in equity, in the event of any default under or violation or threatened violation of this Agreement by any party hereto, then the County shall have the following rights:

A. After notice to the ASSOCIATION setting forth the specific failures to comply with this Agreement, if those failures are not corrected within thirty (30) days after the delivery of the notice, then the COUNTY shall have the right to correct the failures, and the ASSOCIATION shall pay the costs thereof.

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9. **Separability.** The invalidation of any of the grants or covenants contained herein, by order of court, legislative mandate or otherwise, shall not affect any of the other provisions hereof and such other provisions shall remain in full force and effect.

10. **Notice.** Any notice required or intended to be given to any party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if hand delivered or if deposited in the United States Mail, marked certified or registered, return receipt requested, postage prepaid or if sent by commercial courier service (e.g. Federal Express or UPS), addressed to the party to whom notice is to be given at the party's address set forth above, or at such other address as the party may hereafter designate by notice.

11. **Nonwaiver.** The forbearance or waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any continuing breach or subsequent breach of this Agreement.

12. **Miscellaneous.** Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all other genders. The use of paragraph headings or captions is for ease of reference only and such headings or captions shall have no substantive meaning in the interpretation of this Agreement.

13. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia.

14. **Amendment/Termination.** This Agreement may not be amended or terminated except by an instrument in writing duly executed by all parties and recorded in the Clerk's Office. However, the parties agree that when the COUNTY implements a stormwater management maintenance program to limit and manage the volume of stormwater runoff and to prevent the degradation of the County's waterways, that the COUNTY will not exclude

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Rolling Woods from inclusion in the County's plan, based either in whole or in part on the existence of this Agreement, and once Rolling Woods is included in such a system, the parties agree that this Agreement will terminate and that all maintenance of the stormwater detention basins, whether routine or non-routine, will become the responsibility of the COUNTY.

15. Appropriations Clause. Notwithstanding any other provision herein to the contrary, this Agreement shall in no way obligate the County or the Board of Supervisors to appropriate money in order to fulfill any of the terms and conditions of this Agreement. However, it is the present intention of the County to fulfill the obligations under this Agreement.

WITNESS the following duly authorized signatures and seals:

**ROLLING WOODS HOMEOWNERS
ASSOCIATION OF WILLIAMSBURG, INC.**

A Virginia non-stock corporation

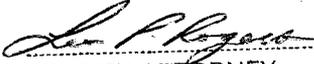
By: 
Vernon Dockins, President

**THE COUNTY OF JAMES CITY, a Political
Subdivision of the Commonwealth of Virginia**

By: 

Name: Sanford B. Wanner

Title: County Administrator

APPROVED AS TO FORM

COUNTY ATTORNEY

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF James City :

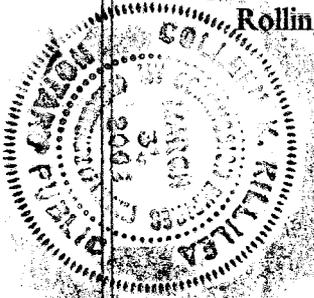
The foregoing instrument was acknowledged before me in James City County, Virginia, this
24th day of October, 2000, by Vernon Dockins, President of

Rolling Woods Homeowners Association, a Virginia non-stock corporation, on its behalf.

Colleen K. Kuehn

Notary Public

My commission expires: 3/31/2002



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COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF James City :

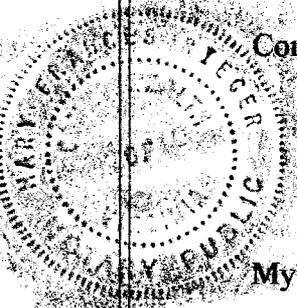
The foregoing instrument was acknowledged before me in James City County, Virginia, this
25th day of October, 2000, by Sanford B. Warner,

County Administrator, of James City County, a Political Subdivision of the

Commonwealth of Virginia, on its behalf.

Mary Frances Rieger
Notary Public

My commission expires: Oct. 31, 2001.



NOV 16 00 09

VIRGINIA: City of Williamsburg and County of James City, to-wit:

This Re-Recording was presented with certificate annexed and admitted to record on 16 Nov, 2000, at 8:57 AM in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City.

TESTE: BETSY B. WOOLRIDGE, CLERK

By: Betsy B. Woolridge Clerk

VIRGINIA: City of Williamsburg and County of James City, to-wit:

This Easement Agreement was presented with certificate annexed and admitted to record on 26 Oct., 2000, at 3:22 PM in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City.

TESTE: BETSY B. WOOLRIDGE, CLERK

By: Betsy B. Woolridge Clerk

030 008750

CORRECTED EASEMENT AND MAINTENANCE AGREEMENT

COPY

This **CORRECTED EASEMENT AND MAINTENANCE AGREEMENT** (this "Agreement") is made this 5th day of March 2003, by and between **ROLLING WOODS HOMEOWNERS' ASSOCIATION OF WILLIAMSBURG, INC.**, a Virginia non-stock corporation ("ASSOCIATION"), Grantor, whose registered agent is Stephen J. Roberts, Esq., with an address of 905 Richmond Road, Williamsburg, Virginia 23185; and **JAMES CITY COUNTY**, a Political Subdivision of the Commonwealth of Virginia ("COUNTY"), Grantee, with an address of Attention: County Administrator, 101-C Mounts Bay Road, Williamsburg, Virginia, 23185.

RECITALS

WHEREAS, the ASSOCIATION is the umbrella homeowners' association responsible for the maintenance, management, operation and control of the Common Areas in the residential community known as Rolling Woods, located in the County of James City, Virginia; and

WHEREAS, Rolling Woods is subject to certain covenants and restrictions set forth in the Rolling Woods Declaration of Covenants and Restrictions dated October 20, 1987, and recorded in the Clerk's office of the Circuit Court of the City of Williamsburg and the County of James City, Virginia (the Williamsburg/James City County Clerk's Office) in Deed Book 413, Pages 1-5, the Amended and Restated Declaration of Covenants and Restrictions dated March 8, 1989 and recorded in the Williamsburg/James City County Clerk's Office in Deed Book 478, Page 732, and 733; and as may be further amended, restated, modified or supplemented (the "Declaration"); and

MAR 25 8 04 32

WHEREAS, pursuant to the Declaration, the ASSOCIATION is responsible for the maintenance and upkeep of the Common Areas in Rolling Woods; and

WHEREAS, there are three privately owned stormwater detention basins in Rolling Woods, located within a certain piece or parcel of land identified as "OPEN SPACE" on a certain plat entitled "ROLLING WOODS SUBDIVISION SECTION 3, THE DIGGES BROTHERS, INC - OWNER/DEVELOPER, JAMES CITY COUNTY, VIRGINIA", dated October 19, 1988 by the DeYoung-Johnson Group, Inc., Engineers-Architects-Surveyors, Williamsburg, Virginia, which plat was recorded in the Williamsburg/James City County Circuit Court Clerk's Office in Plat Book 49, pages 78-79. These three stormwater detention basins provide the stormwater management and drainage for the Rolling Woods community, and said system, hereinafter referred to as the "SYSTEM," also includes any runoff control facilities, pipes, conveyance systems and associated improvements and easements, located on and serving the above-described property. The SYSTEM shall not include any elements located within any Virginia Department Transportation rights-of-way.

WHEREAS, the ASSOCIATION and the COUNTY have agreed, subject to the provisions of Paragraph 15 herein, that the ASSOCIATION will be responsible for certain routine maintenance and repairs of the SYSTEM, and the County will be responsible for certain non-routine maintenance, emergency repairs and replacements all as hereinafter set forth; and

WHEREAS, the purpose of the maintenance is to ensure that the SYSTEM detains and releases stormwater in accordance with the approved SYSTEM design as presented in the approved plans, James City County Case Number S-17-87 and S-34-88, and with the law and applicable executive regulation except as otherwise provided for in Item 9 below.

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00), the mutual covenants contained herein and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. County's Duties. The COUNTY agrees, subject to the provisions of Paragraph 15 herein, to perform all "Non-routine Work" (as hereinafter defined in paragraph 4 below) to the SYSTEM. In connection with the exercise of its duties hereunder, the COUNTY agrees to complete all work lien free and in a good and workmanlike manner, and to restore all disturbed areas upon completion of the work to substantially the original condition of such areas. The COUNTY further agrees to serve as the primary advisor to the ASSOCIATION on all state and federal regulations regarding the management and operation of the stormwater detention basins.

2. Association's Duties

The ASSOCIATION

- a) agrees to perform all "Routine Work" (as hereinafter defined in paragraph 4 below) to the SYSTEM; and
- b) agrees to levy regular or special assessments, if necessary, to the fullest extent permitted under the Declaration of Covenants and/or Virginia law, against all present or subsequent owners of property, subject to the Declaration of Covenants and served by the SYSTEM to ensure that the ASSOCIATION has adequate funds available to perform its obligations in accordance with this Agreement; and
- c) hereby grants and conveys to the COUNTY the non-exclusive right of ingress and egress over and across those certain access areas located on lots 48, 49, and 53 in

MAR 25 8 04 34

Section 3; and lot 10 in Section 4; and all adjacent areas owned by the ASSOCIATION for the purpose of (i) providing access to and from the SYSTEM to enable the COUNTY to perform its duties under this Agreement; (ii) providing perpetual access from the public right-of-ways to the SYSTEM for the COUNTY, its employees, its agent and its contractor, and (iii) for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the SYSTEM; and

d) hereby agrees to promptly notify the COUNTY when the ASSOCIATION legally transfers any of the responsibilities for the SYSTEM. The ASSOCIATION shall supply the COUNTY with a copy of any document of transfer, executed by the ASSOCIATION and by the transferee, indicating the transferee's agreement to assume the ASSOCIATION'S obligations hereunder.

Definitions.

A. "Routine Work." As used herein, the term "Routine Work" means the performance of the following duties.

- (i) Mowing and seeding of the stormwater detention basin embankment.
- (ii) Removal of downed trees from the stormwater detention basins themselves, insofar as they inhibit the function of the stormwater detention basins.
- (iii) Removal of tree growth from the dam embankment itself.

- (iv) Maintaining storm water outlets and release structures free of trash and debris.
- (v) Commercially reasonable management of aquatic vegetation, such that said vegetation does not interfere with the function of the stormwater detention basin and dam.
- (vi) Routine maintenance of dam embankment to prevent surface erosion of the dam.
- (vii) Commercially reasonable action to control animals (such as beavers and muskrats) that may live in or around the stormwater detention basins, insofar as they pose a hazard to the function of the settlement basin.

B. "Non-routine Work." As used herein, the term "Non-routine Work" means performance of the following duties.

- (i) Dredging and cleaning of the stormwater detention basins to maintain an appropriate depth for storm water management purposes.
- (ii) Periodic checks of the stormwater detention basin depths, as appropriate.
- (iii) Making all necessary structural repairs to the dam embankment and associated dams and spillways, other than mowing and seeding.
- (iv) Replacing pipe spillways when damaged to the extent that their function is impaired.
- (v) Providing emergency repairs to the stormwater detention basins, dams, spillways, pipes and embankments, to include dam embankment failures.

MAR 25 04 36

5. **Compliance with Laws.** The work performed by any party shall be completed in a good and workmanlike manner and shall comply with all federal, state and local laws, regulations and ordinances.

6. **Reservation.** The ASSOCIATION reserves (a) the right to landscape and grade the easement areas and to install fencing on easement areas other than easements for ingress/egress or access, (b) the right to install (or to grant others the right to install) other utilities in, on or about the easement areas, and (c) the right to otherwise use the easement areas for such other purposes as the ASSOCIATION may desire, provided that such use is not inconsistent with and does not interfere with the easements granted by this instrument, and further provided that the function of the dam is not impaired by such use.

7. **Duration.** The easements hereby granted and the other covenants, agreements and licenses contained herein shall be covenants and agreements running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and all persons claiming under them, in perpetuity unless terminated or amended in accordance with paragraph 14 below.

8. **Remedies.** In addition to all rights and remedies otherwise available at law or in equity, in the event of any default under or violation or threatened violation of this Agreement by any party hereto, then the County shall have the following rights:

A. After notice to the ASSOCIATION setting forth the specific failures to comply with this Agreement, if those failures are not corrected within thirty (30) days after the delivery of the notice, then the COUNTY shall have the right to correct the failures, and the ASSOCIATION shall pay the costs thereof.

MAR 25 8 04 37

9. **Separability.** The invalidation of any of the grants or covenants contained herein, by order of court, legislative mandate or otherwise, shall not affect any of the other provisions hereof and such other provisions shall remain in full force and effect.

10. **Notice.** Any notice required or intended to be given to any party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if hand delivered or if deposited in the United States Mail, marked certified or registered, return receipt requested, postage prepaid or if sent by commercial courier service (e.g. Federal Express or UPS), addressed to the party to whom notice is to be given at the party's address set forth above, or at such other address as the party may hereafter designate by notice.

11. **Nonwaiver.** The forbearance or waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any continuing breach or subsequent breach of this Agreement.

12. **Miscellaneous.** Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all other genders. The use of paragraph headings or captions is for ease of reference only and such headings or captions shall have no substantive meaning in the interpretation of this Agreement.

13. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia.

14. **Amendment/Termination.** This Agreement may not be amended or terminated except by an instrument in writing duly executed by all parties and recorded in the Clerk's Office. However, the parties agree that when the COUNTY implements a stormwater management maintenance program to limit and manage the volume of stormwater runoff and

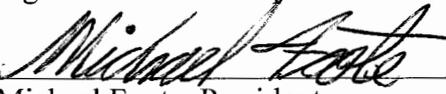
MAR 25 8 04 38

to prevent the degradation of the County's waterways, that the COUNTY will not exclude Rolling Woods from inclusion in the County's plan, based either in whole or in part on the existence of this Agreement, and once Rolling Woods is included in such a system, the parties agree that this Agreement will terminate and that all maintenance of the stormwater detention basins, whether routine or non-routine, will become the responsibility of the COUNTY.

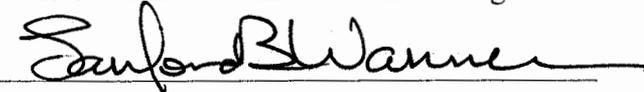
15. **Appropriations Clause.** Notwithstanding any other provision herein to the contrary, this Agreement shall in no way obligate the County or the Board of Supervisors to appropriate money in order to fulfill any of the terms and conditions of this Agreement. However, it is the present intention of the County to fulfill the obligations under this Agreement.

WITNESS the following duly authorized signatures and seals:

**ROLLING WOODS HOMEOWNERS'
ASSOCIATION OF WILLIAMSBURG, INC.**
A Virginia non-stock corporation

By: 
Michael Foote, President

**THE COUNTY OF JAMES CITY, a Political
Subdivision of the Commonwealth of Virginia**

By: 

Name: Sanford B. Wanner

Title: County Administrator

APPROVED AS TO FORM


COUNTY ATTORNEY

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF James City :

The foregoing instrument was acknowledged before me in James City County, Virginia, this
5th day of March, 2003, by Michael Foote, President of
Rolling Woods Homeowners Association, a Virginia non-stock corporation, on its behalf.

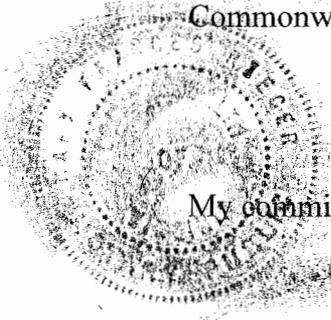


Mary Frances Rieger
Notary Public

My commission expires: October 31, 2005.

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF James City :

The foregoing instrument was acknowledged before me in James City County, Virginia, this
18th day of March, 2003, by Sanford B. Warner,
County Administrator, of James City County, a Political Subdivision of the
Commonwealth of Virginia, on its behalf.



Mary Frances Rieger
Notary Public

My commission expires: October 31, 2005.

This Instrument prepared by:
Leo P. Rogers, Esq.
James City County
101-C Mounts Bay Road
Williamsburg, Virginia 23185
(757) 253-6614

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 25 Mar. 03
at 11:20 AM/PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX
\$ _____ \$ _____ \$ _____
TESTE: BETSY B. WOOLRIDGE, CLERK

BY: Betsy B. Woolridge Clerk

MAR 25 2003 04:40

THIS DEED EXEMPT FROM RECORDING TAXES PURSUANT TO VIRGINIA CODE §58.1-810 (3).

THIS DEED OF GIFT, made this 24 day of June, 1999, by and between THE DIGGES BROS., INC. and SASHA L. DIGGES and WILLIAM E. D. DIGGES, Trustees in liquidation, hereinafter referred to as "Grantor", and ROLLING WOODS HOMEOWNER'S ASSOCIATION OF WILLIAMSBURG, INC., hereinafter referred to as "Grantee", whose mailing address is 905 Richmond Road, Williamsburg, Virginia
23185 (40 Stephen Roberts).

WHEREAS, The Digges Bros., Inc. was a Virginia corporation whose existence was terminated by the Virginia State Corporation Commission on September 1, 1996 for failure to file an Annual Report and pay the required Franchise Tax; and

WHEREAS, at the time of termination of corporate existence, the Directors of the aforesaid corporation were Sasha L. Digges and William E. D. Digges; and

WHEREAS, at the time of termination of corporate existence, the aforesaid corporation held title to the property described below and, pursuant to Virginia Code Section 13.1-752, the directors are given the authority to convey said property.

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, receipt whereof is hereby acknowledged, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto ROLLING WOODS HOMEOWNER'S ASSOCIATION OF WILLIAMSBURG, INC., the following described property, to-wit:

NOV-88 0062

All that certain piece or parcel of land, situate in District in James City County, Virginia, identified as "OPEN SPACE" on a certain plat entitled, "ROLLING WOODS SUBDIVISION SECTION 3, THE DIGGES BROTHERS, INC.-OWNER DEVELOPER, JAMES CITY COUNTY, VIRGINIA" dated October 19, 1988 by The DeYoung- Johnson Group, Inc., Engineers - Architects - Surveyors, Williamsburg, Virginia, which plat was recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia in Plat Book 49, pages 78-79.

Being a portion of the same property as that conveyed unto Grantors herein by Deed dated October 1, 1986 from Trust James Twenty Seven, Thirty One & Woods of Williamsburg Co., which Deed was recorded in the aforesaid Clerk's Office in Deed Book 319, at page 346.

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

WITNESS the following signatures and seals:

THE DIGGES BROS., INC.

By: [Signature]
Title: _____

[Signature]
SASHA L. DIGGES

[Signature]
WILLIAM E. D. DIGGES

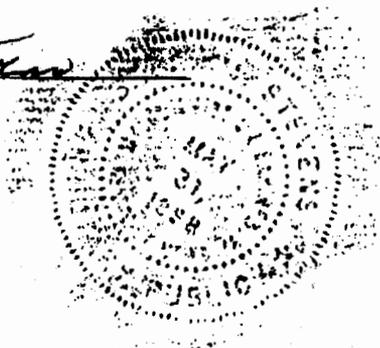
STATE OF VIRGINIA

CITY/COUNTY OF James City, to-wit:

The foregoing Deed was acknowledged before me by Sasha Digges, _____ of THE DIGGES BROS., INC., Trustee in liquidation, this 21st day of December, 1999.

[Signature]
NOTARY PUBLIC

My Commission Expires: May 31, 2002



4900 88-10N
NOV-88 0064

STATE OF VIRGINIA

CITY/COUNTY OF James City, to-wit:

The foregoing Deed was acknowledged before me by WILLIAM E. D. DIGGES, Trustee in liquidation, this 23rd day of August, 1999.



Christy M. Judah
NOTARY PUBLIC

STATE OF VIRGINIA

CITY/COUNTY OF James City, to-wit:

The foregoing Deed was acknowledged before me by SASHA L. DIGGES, Trustee in liquidation, this 27th day of December, 1999.



Betty M. Stover
NOTARY PUBLIC

My Commission Expires: May 31, 2002

PREPARED BY:
JONES, BLECHMAN, WOLTZ & KELLY, P.C.
David W. Otey, Jr.
460 McLaws Circle, Suite 220
Williamsburg, Va 23185

NOV-88 0065

VIRGINIA City of Williamsburg and County of James City, to-wit:
This Deed left was presented with certificate annexed and admitted to record on 8 Nov, 2000, at 9:16 AM/PM in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City.

TESTE: BETSY B. WOOLRIDGE, CLERK
BY: Betsy B. Woolridge Deputy Clerk

1,012,500.00

USA 319 PAGE 346

This Deed, made this 1st. day of October, 1986, by and between James H. SELLERS, TRUSTEE under Trust identified as TRUST JAMES TWENTY-SEVEN, James H. SELLERS, TRUSTEE under Trust identified as TRUST JAMES THIRTY-TWO, James H. SELLERS, TRUSTEE under Trust identified as TRUST JAMES THIRTY-THREE, and WOODS OF WILLIAMSBURG COMPANY, a Virginia Limited Partnership whose Certificate is recorded in the Clerk's Office of the Circuit Court of Williamsburg and James City County, Va., parties of the first part; and THE DIGGES BROS., INC., whose address is 16 Mile Course, Williamsburg, Va., 23105, party of the second part.

Witness, for and in consideration of \$10, cash in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties of the first part do grant and convey with Special Warranty unto the party of the second part, the following described property, to-wit:

All those certain contiguous tracts, pieces, or parcels of land, situate, lying, and being in James City County, Va., and being more particularly bounded and described as follows:

A. Parcels I, II, and III, Parcel III being 99.88 acs. +/-, and a 1.79 acre parcel, all as shown on plat recorded with deed in Deed Book 150 page 95, which plat is recorded in Plat Book 31 page 54 in the aforesaid Clerk's Office.

B. The southern portion of Lake Loring #2 as shown on plat entitled Birchwood Park Sec. B Part 3 and recorded in said Clerk's Office in Plat Book 18 page 35, bounded by "A" above on the east, west, and south; and on the north by the centerline of a stream as shown on said plat, which centerline is the line to which the dotted lines of lots 91 thru 96 on said plat would be extended as per legend on said plat.

C. Beginning at a point in the northernmost corner of lot 89 as shown on plat entitled Birchwood Park Section B Part 2 and recorded in Map Book 17 page 39; thence westerly along the north line of said lot 89 to "A" above; thence northerly along the boundary of "A" above to its intersection with the edge of Lake Loring #2; thence northeastwardly in a straight line to the southernmost corner of lot 91 on aforesaid plat in Map Book 18 page 35; thence northwardly along east line of said lot 91 to south line of lot 30 as shown on plat entitled Birchwood Park Sec. B Part 2 and recorded in Map Book 17 pages 19 and 20; thence eastwardly along said south line of said lot 30 to the southeast corner of said lot 30; thence southeastwardly in a straight line to the point of beginning.

D. Bounded on the east by Old Jamestown Road (now known as Lake Powell Road); on the north by south line of lots 3 and 4 as shown on plat recorded with Deed Book 151 page 488 in Map

1.

Book 32 page 33 on the west by east lines of lots 64 through 68 on aforesaid plat in Map Book 17 page 39; and on the south by "A" above.

E. There is excepted a small parcel of land, heretofore condemned of record by James City County for a sewage pump station, which parcel is approximately 200 feet southwesterly from the southern terminus of Redbud Lane and approximately 500 feet west of Lake Powell Road, plat in Deed Book 162 page 343.

It being the same or a part of the same conveyed to parties of the first part by the following deeds: Deed Book 226 page 43, Deed Book 158 page 839, and Deed Book 159 page 167.

First parties have granted easements to James City Service Authority, dated March 20, 1986 and recorded in Deed Book 302 pages 116 et seq, 122 et seq, 126 et seq, and 553 et seq, and by Condemnation in Deed Book 162 page 344, and Deed Book 164 page 334.

Witness the following signatures and seals, and in witness whereof, Woods of Williamsburg Company has caused its name to be signed hereto and this instrument sealed by Polly M. Sellers, its General Partner.

James H. Sellers, Trustee (SEAL)
James H. Sellers, Trustee for
Trust identified as Trust James
Twenty-seven

James H. Sellers, Trustee (SEAL)
James H. Sellers, Trustee for
Trust identified as Trust James
Thirty-two

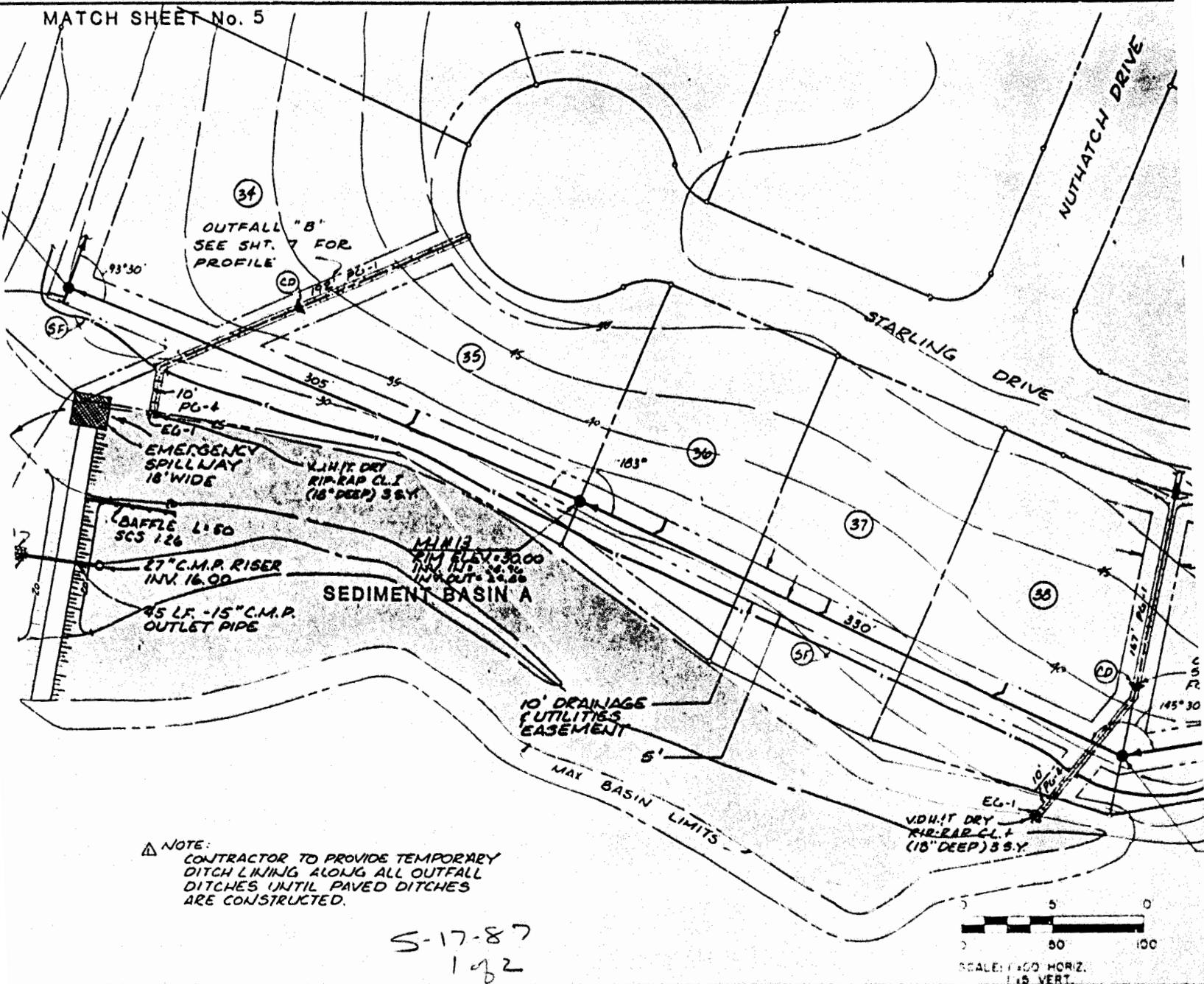
James H. Sellers, Trustee (SEAL)
James H. Sellers, Trustee for
Trust identified as Trust James
Thirty-three

Woods of Williamsburg Company (SEAL)

by Polly M. Sellers (SEAL)
General Partner

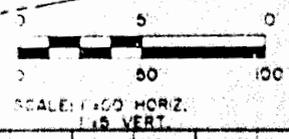
State of Virginia- at large
City of Norfolk, to-wit:

The foregoing instrument was acknowledged before me this
23 rd. day of October, 1986 by James H. Sellers in his capacity

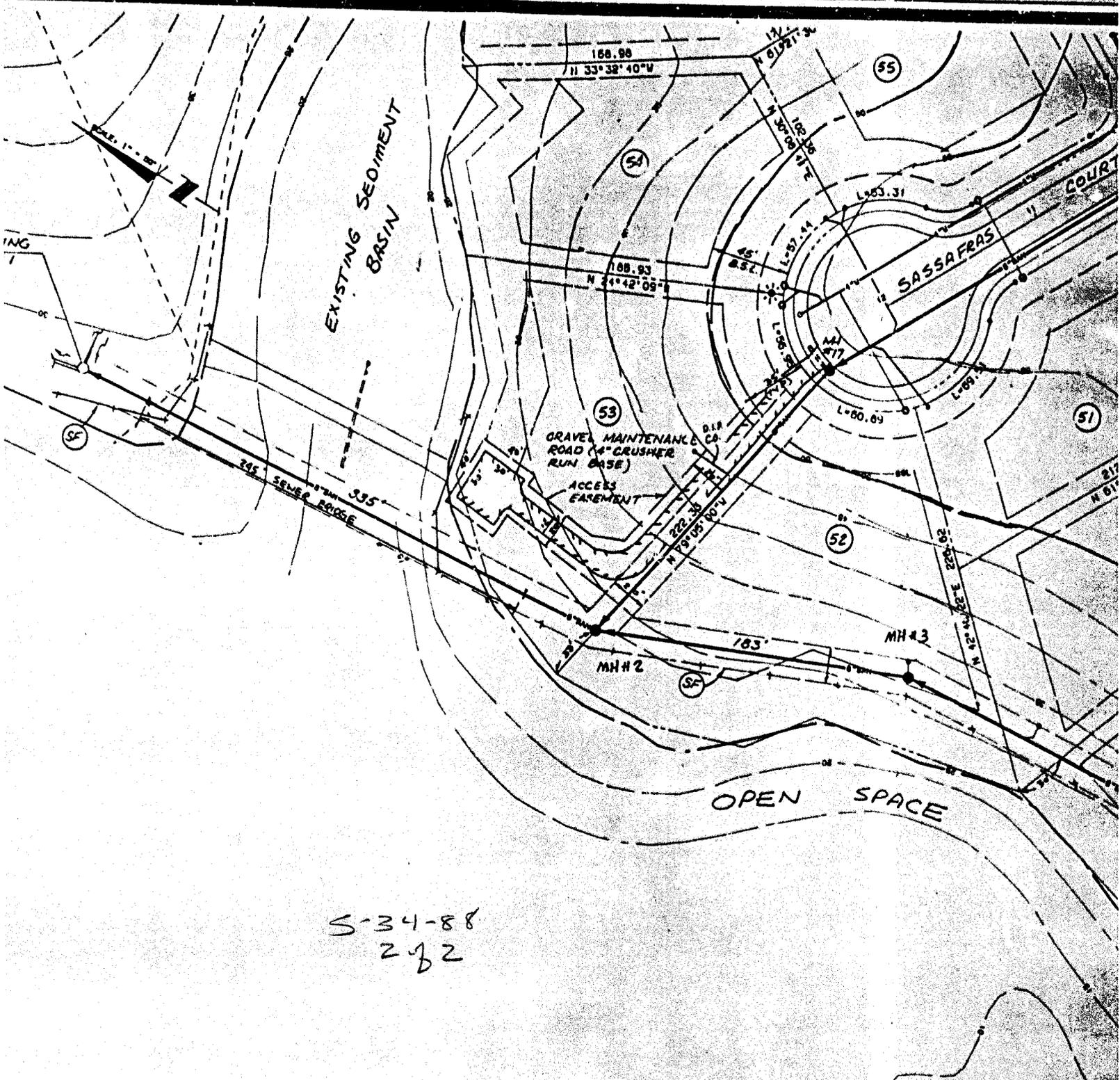


NOTE:
 CONTRACTOR TO PROVIDE TEMPORARY
 DITCH LINING ALONG ALL OUTFALL
 DITCHES UNTIL PAVED DITCHES
 ARE CONSTRUCTED.

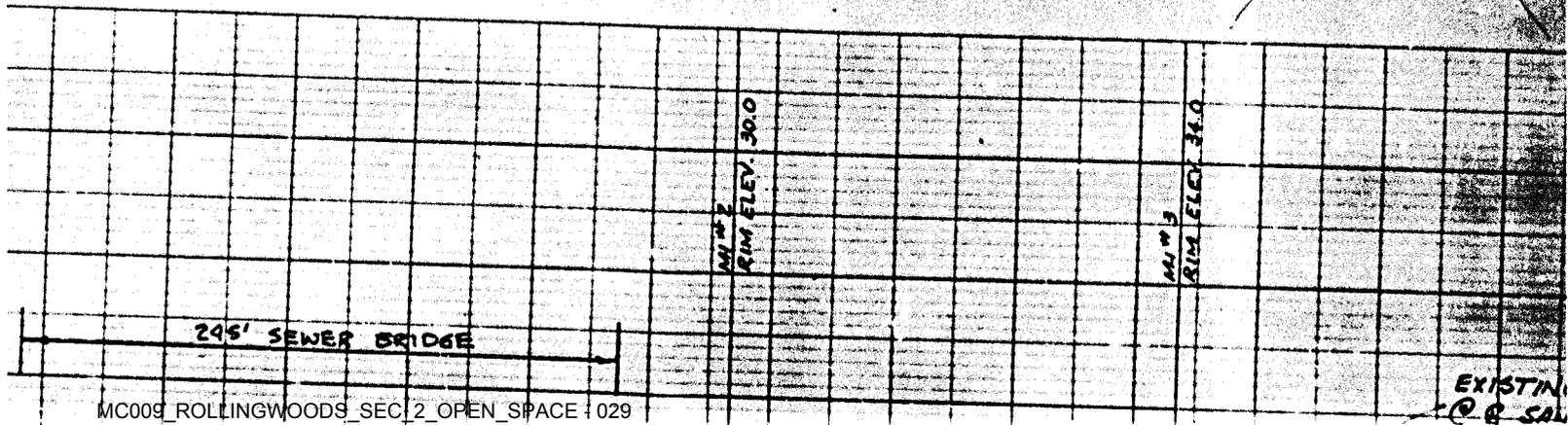
S-17-87
 1 of 2



<p>OUTLET TO BE SEALED END OF TEMPORARY SEDIMENT BASIN RIP RISER AMCO COVER</p>	<p>NOTE: EMBANKMENT / SPILLWAY CONSTRUCTION DETAILS AND SPECIFICATIONS TO BE IN ACCORDANCE WITH THE 1980 VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK CHART 2, SPEC 26</p>	<p>MIN. 12 RIM ELEV. = 30.00 INV. 11.75 INV. 12.75 = 30.00 INV. 12.75 = 30.00</p>	<p>MIN. 12 RIM ELEV. = 30.00 INV. 11.75 INV. 12.75 = 30.00</p>
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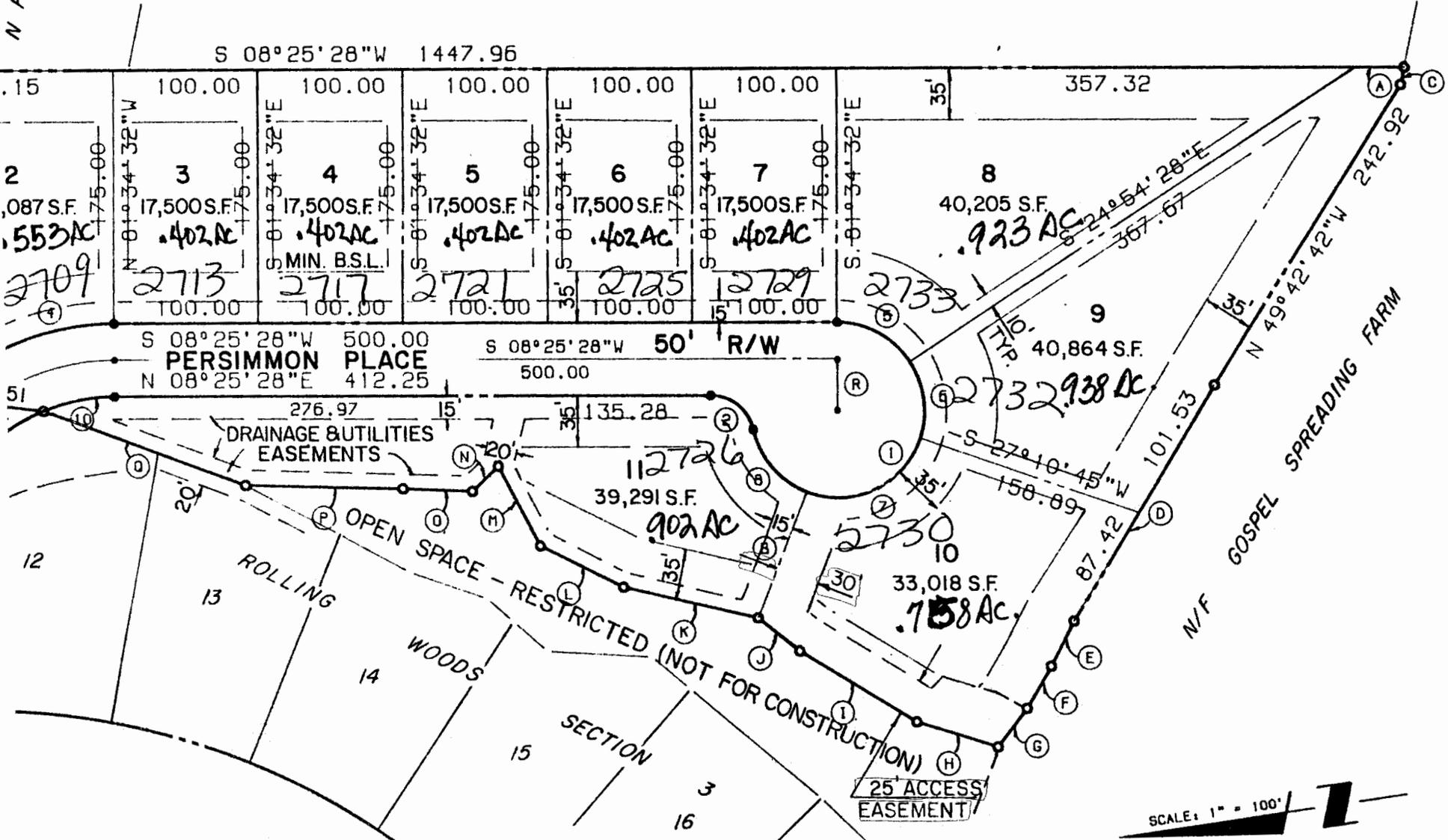


S-34-88
272



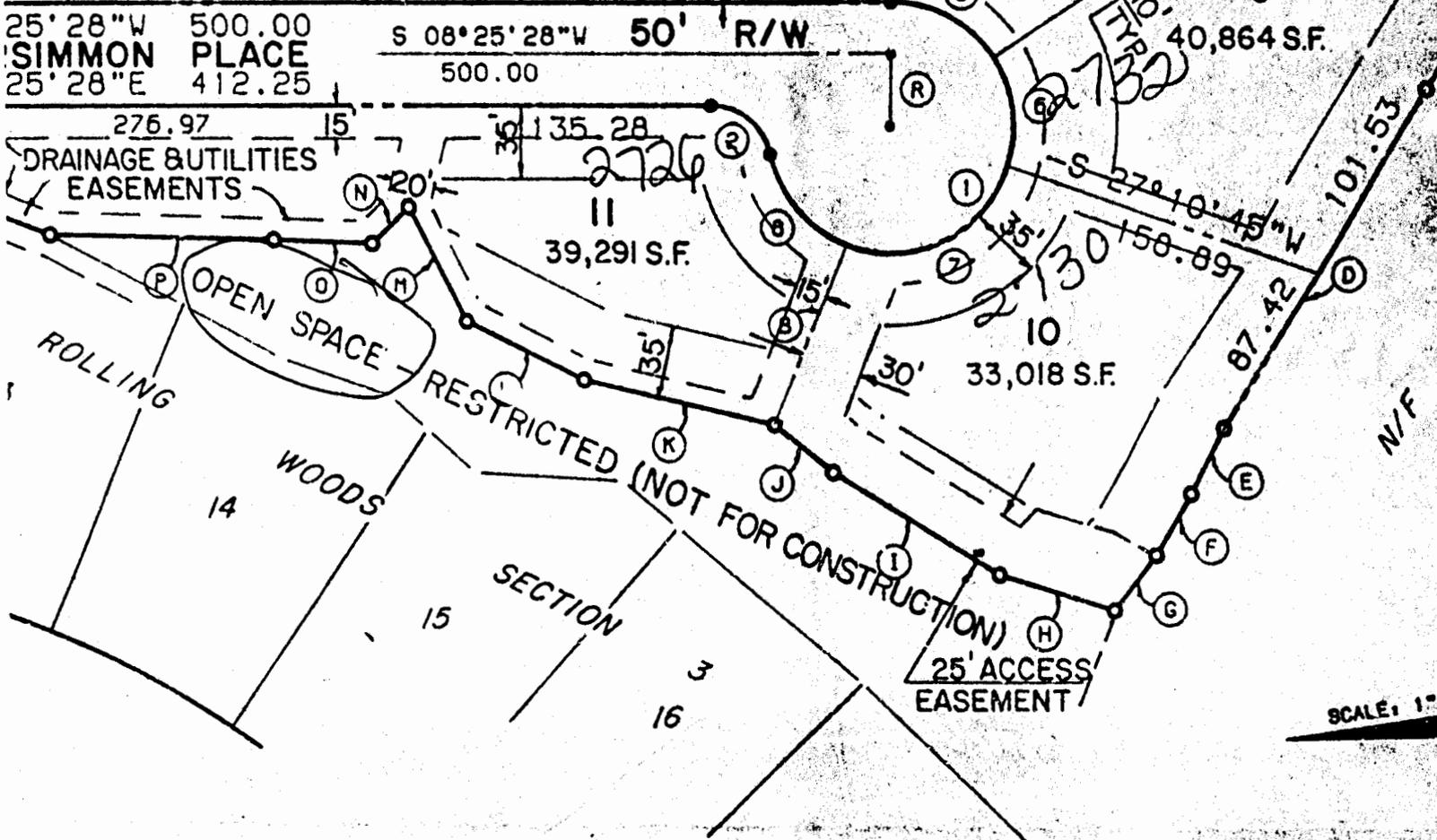
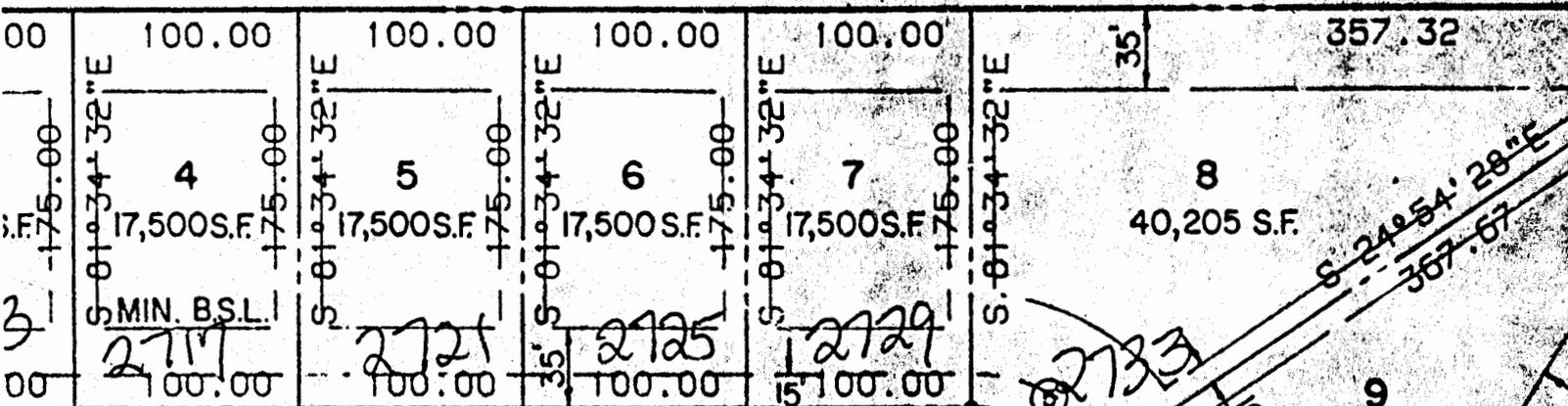
N/F DALTON

N/F JACKSON



SCALE: 1" = 100'

S 08° 25' 28" W 1447.96



map# (48-3) (04-0-0000)

S-121-88
18'

FINAL ADDRESS (E)

RECEIVED

CODED

10/13/89

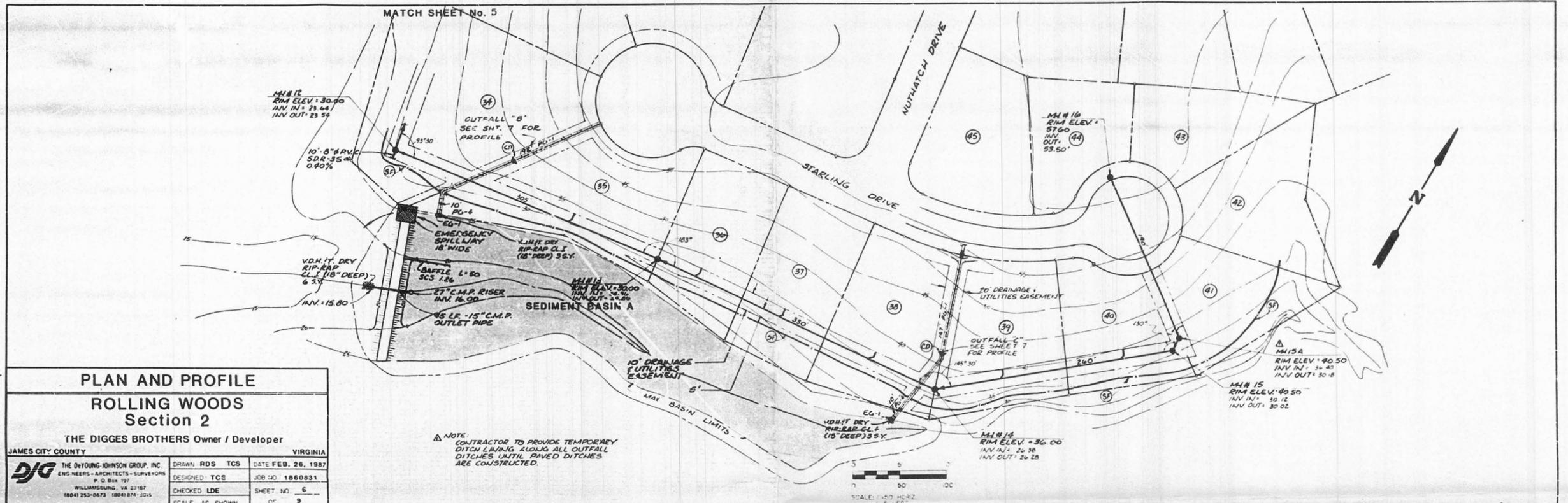
MS

SUBDIVISION DATA

TOTAL AREA

RIGHT-OF-WAY AREA

LOT AREA

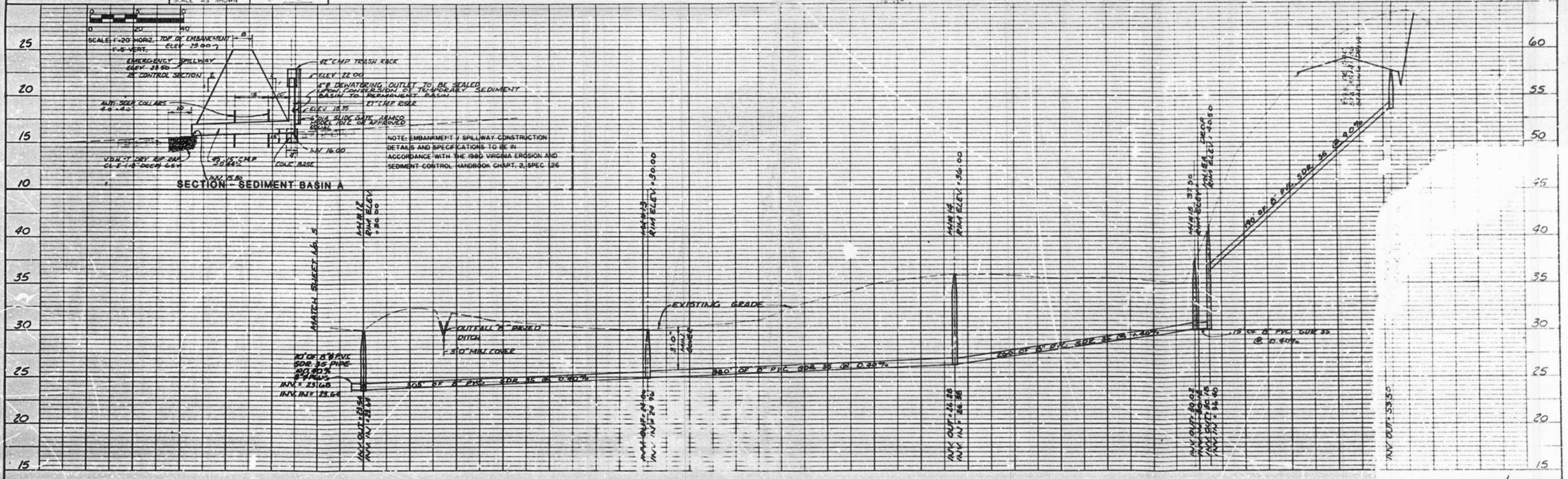


PLAN AND PROFILE
ROLLING WOODS
 Section 2

THE DIGGES BROTHERS Owner / Developer

JAMES CITY COUNTY VIRGINIA	
THE DAYOUNG-JOHNSON GROUP, INC. ENGINEERS - ARCHITECTS - SURVEYORS P. O. Box 197 WILLIAMSBURG, VA 23187 (804) 253-0873 (804) 874-2015	DRAWN: RDS TCS DATE: FEB. 26, 1987 DESIGNED: TCS JOB NO: 1860831 CHECKED: LDE SHEET NO: 6 SCALE: AS SHOWN OF: 9

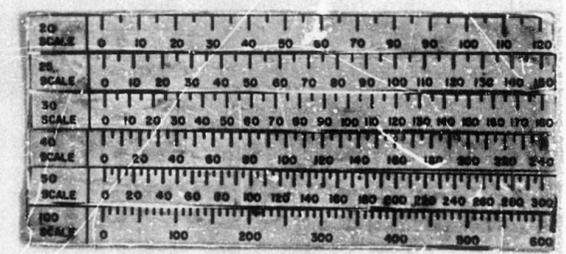
NOTE: CONTRACTOR TO PROVIDE TEMPORARY DITCH LINING ALONG ALL OUTFALL DITCHES UNTIL PAVED DITCHES ARE CONSTRUCTED.



W. H. Utter & Essner Company
 48 Years of Service
 1224 Made in U.S.A.

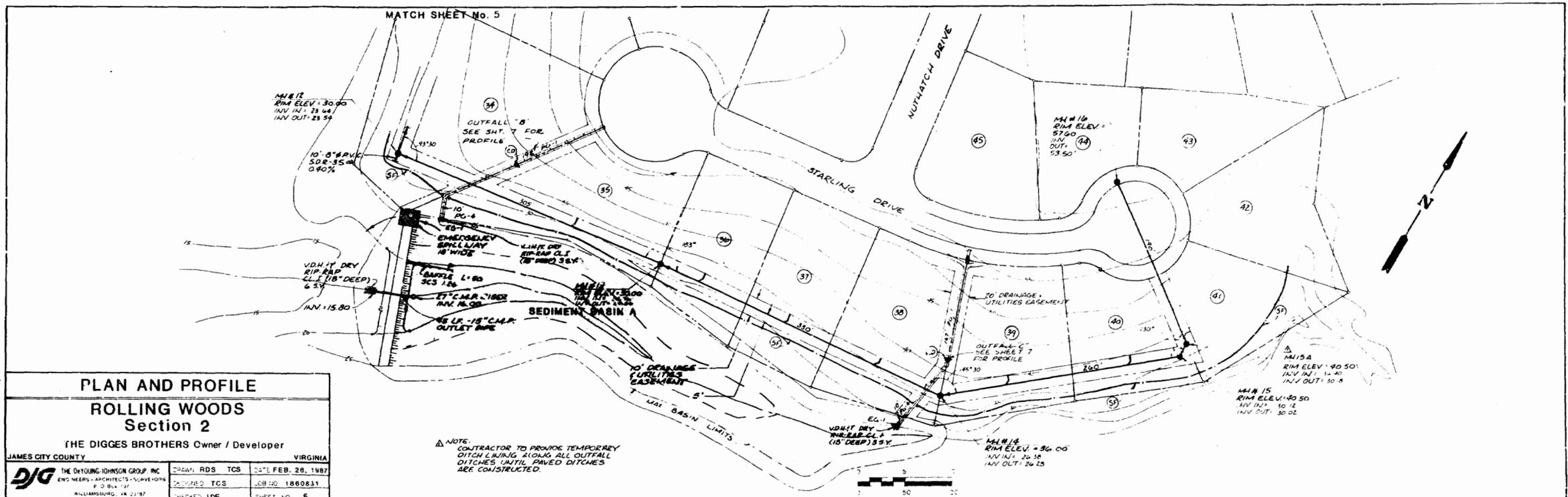
REVISED 3/20/87

8/11



5-17-87

SEC 2 MC 009



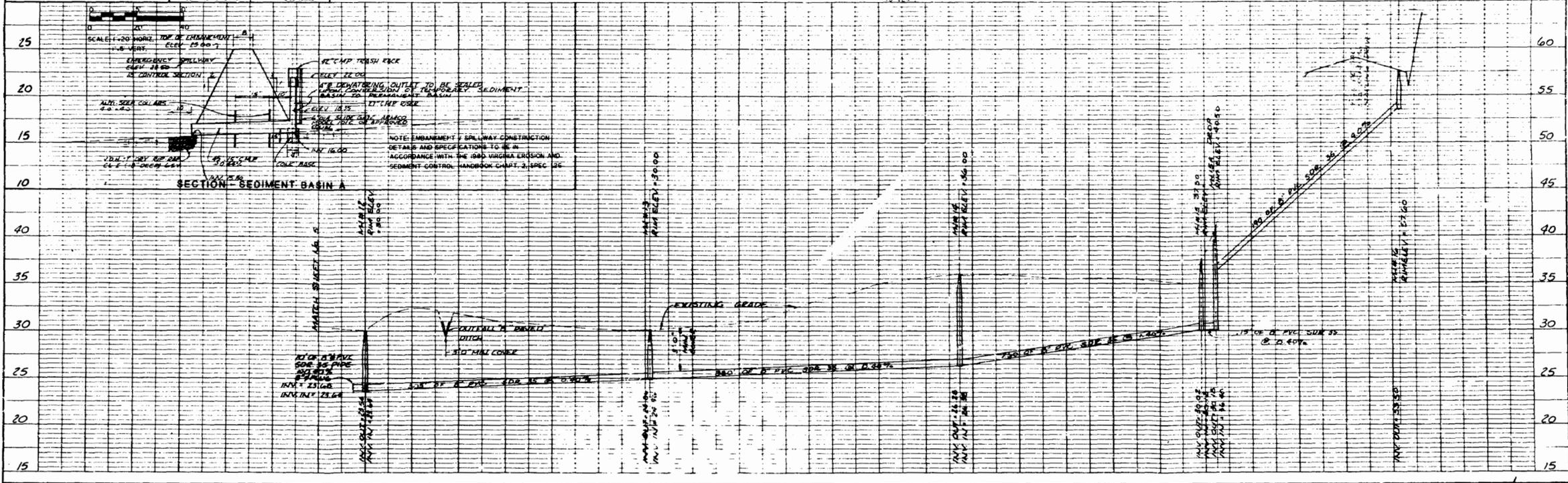
PLAN AND PROFILE
ROLLING WOODS
Section 2

THE DIGGES BROTHERS Owner / Developer

JAMES CITY COUNTY VIRGINIA
 THE DAYOUNG-JOHNSON GROUP, INC.
 875 MEERS ARCHITECTS-SURVEYORS
 P.O. Box 177
 WILLIAMSBURG, VA 23187
 (804) 253-0873 (804) 674-1215

DRAWN	RDS	TCS	DATE	FEB. 28, 1987
CHECKED	TCS		JOB NO.	1860831
	LDE		CHECKED	
			SHEET NO.	6
			OF	9
SCALE AS SHOWN				

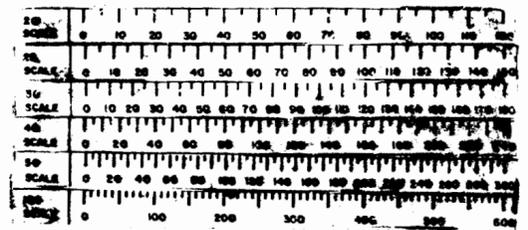
NOTE: CONTRACTOR TO PROVIDE TEMPORARY DITCH LAYOUT ALONG ALL OUTFALL DITCHES UNTIL PAVED DITCHES ARE CONSTRUCTED.



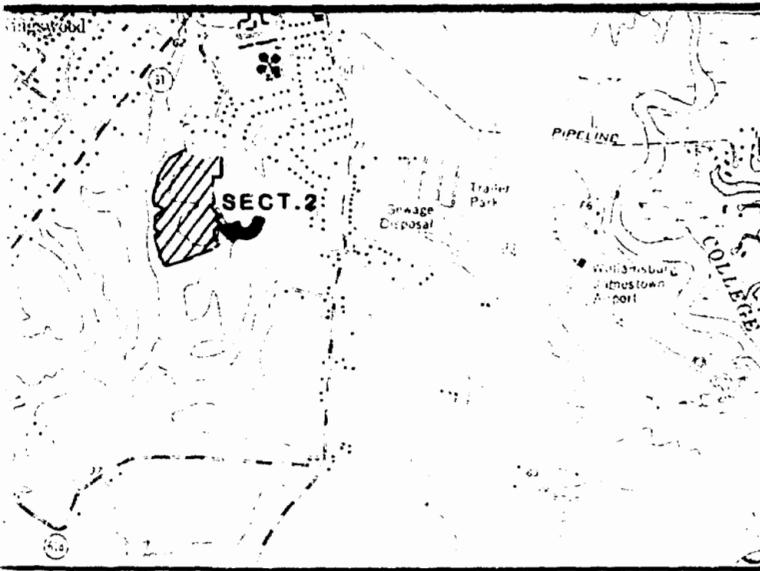
McNeil & Co. Company

REVISED 3/20/87

8/11



GPIN 483020001
 ROLLING WOODS SEC 2
 BASIN A
 MC 009
 2805 STARLING DR
 LOT 35 SEC 2



UNITY MAP Scale 1" : 2000'
CONSENT & DEDICATION

SUBDIVISION AS APPEARS ON THIS PLAT IS WITH THE FREE AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE OWNERS

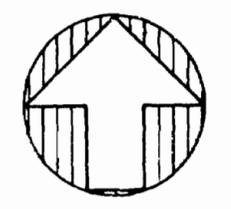
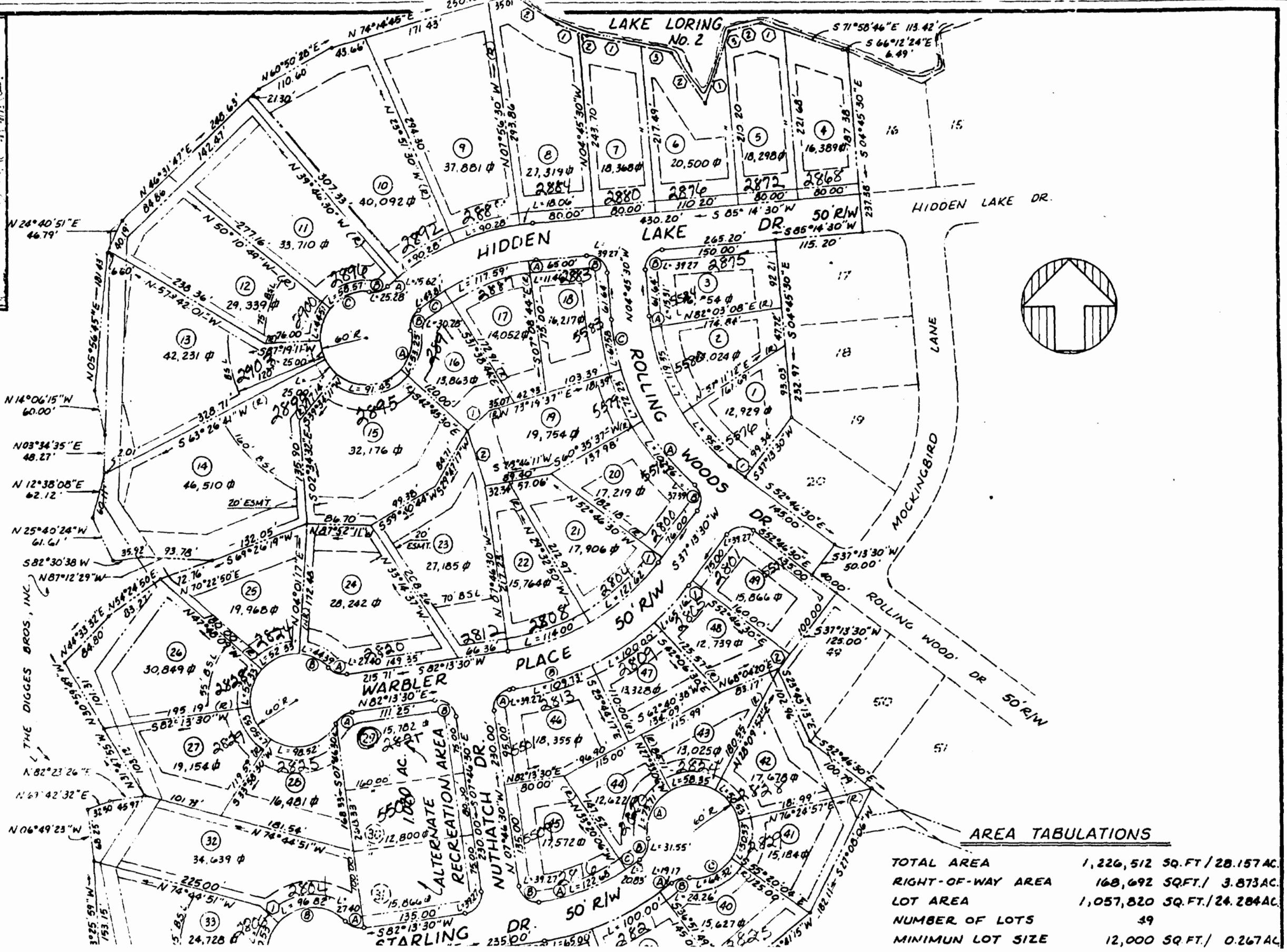
THE DIGGES BROTHERS, INC.
 DATE _____

NOTATION
 AS A PART OF THE PLAT OF THE PRIMARY PUBLIC ROAD AND FOR THE COUNTY OF VIRGINIA, I, _____, DO HEREBY CERTIFY THAT THE ABOVE NAMED PERSONS WHOSE NAMES ARE SET FORTH IN THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME TO ME IN MY STATE AND COUNTY OF RESIDENCE AND I HAVE THEREBY FILED THIS PLAT OF SAID ROAD IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, VIRGINIA, IN ACCORDANCE WITH THE REQUIREMENTS OF THE BOARD OF SUPERVISORS OF SAID COUNTY, VIRGINIA.

NOTICE OF TITLE
 I HEREBY CERTIFY THAT THE LAND EMBRACED IN THE FOREGOING PLAT IS THE PROPERTY OF THE DIGGES BROTHERS, INC. AS SHOWN BY THE RECORDS OF SAID COUNTY, VIRGINIA, AND IS ACQUIRED AS FOLLOWS:
 TRUST JAMES TWENTY-SEVEN & TRUST JAMES THIRTY-THREE DATED OCT. 1, 1986 AND RECORDED IN MAP BOOK 319 PAGE 46

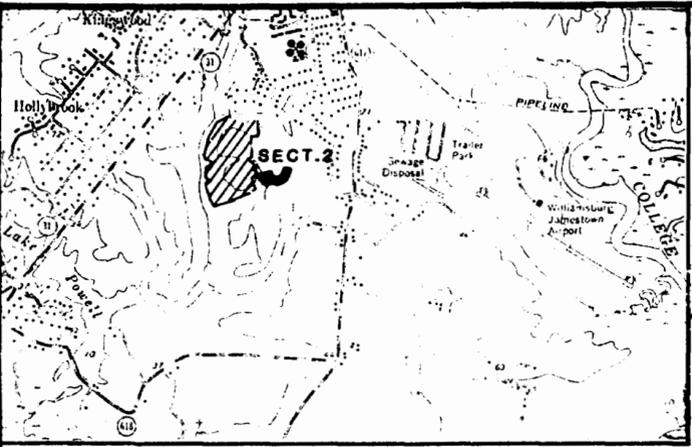
NOTARY'S CERTIFICATE
 I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS OF SAID COUNTY, VIRGINIA, HAVE BEEN COMPLIED WITH AND THAT ALL OF THE STATUTES OF SAID COUNTY, VIRGINIA, RELATIVE TO THE SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH.

DATE OF APPROVAL
 APPROVED AND KNOWN AS _____
 FILED BY THE UNDER SHERIFF IN ACCORDANCE WITH EXISTING REGULATIONS AND MAY BE ADMITTED TO RECORD.



AREA TABULATIONS

TOTAL AREA	1,226,512 SQ. FT. / 28.157 AC.
RIGHT-OF-WAY AREA	168,692 SQ. FT. / 3.873 AC.
LOT AREA	1,057,820 SQ. FT. / 24.284 AC.
NUMBER OF LOTS	49
MINIMUM LOT SIZE	12,000 SQ. FT. / 0.267 AC.



VICINITY MAP Scale 1" : 2000'
OWNERS CONSENT & DEDICATION

THIS SUBDIVISION AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS

THE DIGGES BROTHERS, INC.

 DATE _____

NOTARIZATION
 I, _____, A NOTARY PUBLIC IN AND FOR THE STATE OF VIRGINIA, DO HEREBY CERTIFY THAT THE ABOVE NAMED PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY STATE AND AFORESAID GIVEN UNDER MY HAND THIS _____ DAY OF _____, 19____ MY COMMISSION EXPIRES _____ NOTARY PUBLIC

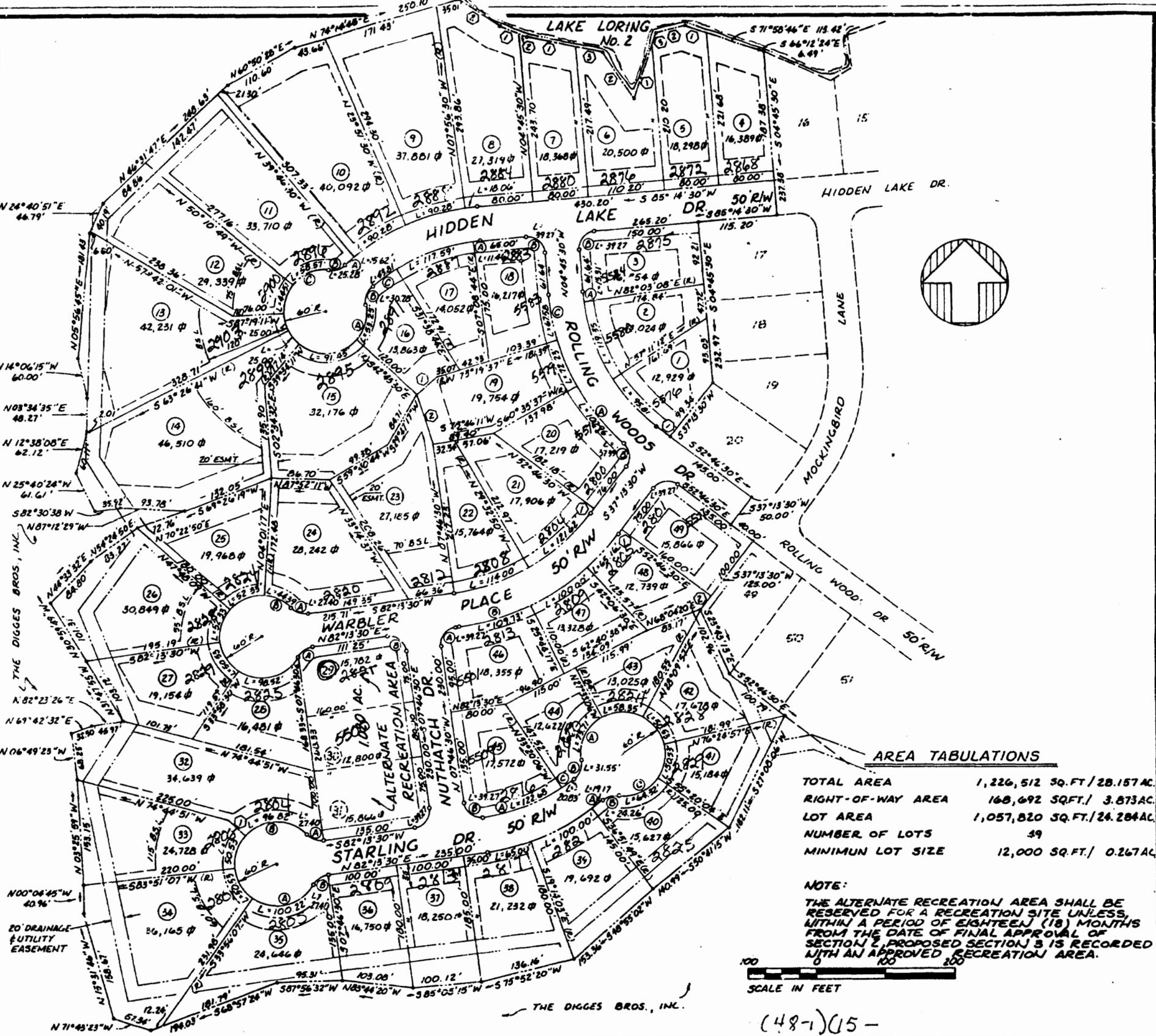
SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAND EMBRACED IN THIS SUBDIVISION IS IN THE NAME OF THE DIGGES BROTHERS, INC. AND WAS ACQUIRED AS FOLLOWS FROM TRUST JAMES TWENTY-SEVEN & TRUST JAMES THIRTY-THREE BY DEED DATED OCT. 1, 1986 AND RECORDED IN DEED BOOK 319 PAGE 346

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF JAMES CITY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH

 LYNN D. EVANS, C.L.S.

CERTIFICATE OF APPROVAL
 THIS SUBDIVISION KNOWN AS _____ IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.
 DATE _____ HIGHWAY DEPARTMENT
 DATE _____ HEALTH DEPARTMENT
 DATE _____ PLANNING DEPARTMENT

STATE OF VIRGINIA, JAMES CITY COUNTY
 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF JAMES CITY THE _____ DAY OF _____, 19____ THIS MAP WAS PRESENTED AND ADMITTED TO RECORD AS THE LAW DIRECTS IN PLAT BOOK _____ PAGE _____
 TESTE _____
 BY _____ CLERK



AREA TABULATIONS

TOTAL AREA	1,226,512 SQ. FT. / 28.157 AC.
RIGHT-OF-WAY AREA	168,692 SQ. FT. / 3.873 AC.
LOT AREA	1,057,820 SQ. FT. / 24.284 AC.
NUMBER OF LOTS	49
MINIMUM LOT SIZE	12,000 SQ. FT. / 0.267 AC.

NOTE:
 THE ALTERNATE RECREATION AREA SHALL BE RESERVED FOR A RECREATION SITE UNLESS, WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF FINAL APPROVAL OF SECTION 2, PROPOSED SECTION 3 IS RECORDED WITH AN APPROVED RECREATION AREA.



(48-1)05-

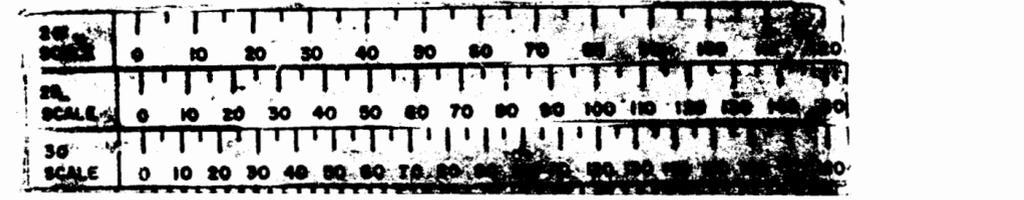
1860831
 1 of 2

DJO THE DEYOUNG-JOHNSON GROUP, INC.
 ENGINEERS ARCHITECTS SURVEYORS
 PO BOX 197 WILLIAMSBURG, VIRGINIA 23187 (804) 253-0673

DATE 2/19/87	DESIGNED TCS	DRAWN TCS	CHECKED LDE
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FINAL ADDRESS (ES)
 RECEIVED 10/30/87
 BY sph

PLAT
ROLLING WOODS SUBDIVISION
 SECTION 2
 THE DIGGES BROTHERS, INC. : OWNER / DEV.
 JAMES CITY COUNTY, VIRGINIA (5-17-87)





COUNTY ATTORNEY

101 C MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784
(757) 253-6612

FAX: (757) 253-6833

FRANK M. MORTON, III
COUNTY ATTORNEY
E-MAIL ADDRESS: fmmorton@james-city.va.us
(757) 253-6613

LEO P. ROGERS
DEPUTY COUNTY ATTORNEY
E-MAIL ADDRESS: lprogers@james-city.va.us
(757) 253-6614

GREG H. DOHRMAN
ASSISTANT COUNTY ATTORNEY
E-MAIL ADDRESS: ghdohrman@james-city.va.us
(757) 253-6832

April 8, 2003

Mrs. Margaret Mondul
5547 Rolling Woods Drive
Williamsburg, VA 23185



Dear Mrs. Mondul:

RE: Rolling Woods Homeowners' Association of Williamsburg, Inc. / Corrected Easement
and Maintenance Agreement

Enclosed for your file is a copy of the recorded Corrected Easement and Maintenance Agreement
for the above referenced matter.

I want to thank you for your assistance in bringing in files from the homeowner's association and
working with us so that a new agreement could be prepared. Although it took several months to
get the easement corrected and recorded, your perseverance in seeing this through was most
helpful.

If we can be of further assistance, please let me know.

Sincerely,

Leo P. Rogers
Deputy County Attorney

/mfr

Enclosure

cc: Susan B. Tarley, Esquire

bc: ✓ Darryl Cook, Environmental Division

Pat Menichino

From: Pat Menichino
Sent: Friday, August 06, 2010 1:56 PM
To: 'jjkern@aol.com'
Cc: Frances Geissler
Subject: Rolling Woods BMPs

Mr. Kern:

I have been asked to respond to your questions concerning the stormwater management facilities (BMPs) in Rolling Woods. Inspections of the (3) BMPs in Rolling Woods were completed on May 21, 2010. The inspection reports that we have generated will describe the condition of the BMPs and any maintenance/repairs that may be required. We are scheduled to mail out a large number of inspection reports next week. If you would like to set up a meeting to discuss the BMPs I will be happy to meet with you.

Please feel free to call me with any questions you may have.

Thanks,

Pat

Patrick T. Menichino
Stormwater Specialist
James City County Stormwater Division
757-259-1443
pmenichi@james-city.va.us

Follow up w/ Anne

3/17-

She will send a memo stating
exoneration has been authorized.

MEMO

To: Anne Davis, Treasurer
From: Darryl E. Cook, Environmental Director
Subject: Exoneration of Taxes for (48-3)(2-1)
Date: March 4, 1999

I am requesting that the back taxes owed for tax parcel (48-3)(2-1) be exonerated. The total of the tax bill is approximately \$300. The subject property consists of the common areas for the Rolling Woods subdivision. The taxes are owed by the Diggs Brothers, Inc., the subdivision's developer, which is now a bankrupt corporation. The Rolling Woods Homeowners Association is preparing to have the property transferred to them so that in the future a responsible entity will have control of the property but they do not want to have to pay the developer's tax bill.

The County is very interested in having this transaction occur as within the common area are three stormwater management ponds that have not been maintained for several years. The County, using the remainder of the developer's bond, has performed the maintenance on the ponds that was necessary for the Association to agree to take over the future maintenance responsibilities. If the taxes are not exonerated, the County will be in the position of paying the tax bill itself as it is a greater benefit to have property transferred and the maintenance of the ponds borne by the Association than it is to collect the amount of the taxes owed.

Please let me know if you need any additional information to process this request.

KAUFMAN & CANOLES

— LA Professional Corporation —
Attorneys and Counselors at Law

11817 Canon Boulevard
Suite 408
Newport News, VA 23606
757 / 873-6300
fax: 757 / 873-6359

CONFIDENTIAL

FACSIMILE COVER SHEET

TO: *Darryl Cook*
FAX PHONE: 253-6850
OFFICE PHONE: 253-6673

FROM: *Paula Donnelly*
FILE NO.: 47028
FILE NAME: *County of James City*
Date: *Feb. 25, 1999*

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET: 2

IN CASE OF TRANSMISSION PROBLEMS, PLEASE CALL (757) 873-6300.

ADDITIONAL COMMENTS:

*These figures are good thru the end of February.
These figures do not include taxes that were due
Dec. 5, 1998.*

The information transmitted herewith may be confidential and protected by law as attorney-client communications, attorney work product, proprietary information or otherwise. It is intended for the exclusive use of the named recipient. If you are not the named recipient, you are hereby notified that any use, copying, disclosure or distribution of this information may be subject to legal restriction or sanction, and you are requested to notify us by telephone to arrange for return or destruction of this communication.

Chesapeake
757 / 547-7177

Norfolk
757 / 624-3000

Virginia Beach
757 / 491-4000

James City County Taxes Due

Parcel ID: (48-3)(02-0-0001-)

Legal Description: OPEN SPACE S-3 ROLLING WDS

Location:

Land Value: 1000

Building Value: 0

Payment should be made to:
 Kaufman and Canoles, P.C.
 11817 Canon Boulevard, Ste 408
 Newport News, VA 23606

Year	Type	Bill No#	Tax	Penalty	Interest	Admin Fee	Atty Fee	Credits	Total
1990	RE	90003783	\$7.10	\$7.10	\$9.31	\$10.00	\$4.70	\$0.00	\$38.22
1991	RE	91003864	\$7.10	\$7.10	\$8.17	\$10.00	\$4.47	\$0.00	\$36.85
1992	RE	92003957	\$7.30	\$7.30	\$7.23	\$10.00	\$4.37	\$0.00	\$36.19
1993	RE	93004043	\$7.50	\$7.50	\$6.22	\$10.00	\$4.24	\$0.00	\$35.47
1994	RE	94004166	\$8.30	\$8.30	\$5.55	\$10.00	\$4.43	\$0.00	\$36.58
1995	RE	95004362	\$8.40	\$8.40	\$4.27	\$10.00	\$4.21	\$0.00	\$35.28
1996	RE	96004478	\$8.70	\$8.70	\$3.02	\$10.00	\$4.08	\$0.00	\$34.50
1997	RE	97R4534	\$8.70	\$0.87	\$1.12	\$10.00	\$2.14	\$0.00	\$22.82
1998	RE	98R4706	\$4.35	\$0.44	\$0.32	\$10.00	\$1.02	\$0.00	\$16.13
Totals:			\$67.45	\$55.71	\$45.21	\$90.00	\$33.67	\$0.00	\$292.04

1998 - \$4.87 + int.

Total ≈ \$300

Owner: DIGGES BROTHERS, INC, TH

C/O:

Street: 16 MILE COURSE

City/State: WILLIAMSBURG, VA

231855525



DEVELOPMENT MANAGEMENT

101-E MOUNTS BAY ROAD, P.O. BOX 8784, WILLIAMSBURG, VIRGINIA 23187-8784
(757) 253-6671 Fax: (757) 253-6850 E-MAIL: devtman@james-city.va.us

CODE COMPLIANCE
(757) 253-6626
codecomp@james-city.va.us

ENVIRONMENTAL DIVISION
(757) 253-6670
environ@james-city.va.us

PLANNING
(757) 253-6685
planning@james-city.va.us

COUNTY ENGINEER
(757) 253-6678
INTEGRATED PEST MANAGEMENT
(757) 253-2620

October 29, 1998

Mr. Dave King
Rolling Woods Homeowners' Association
2710 Linden Lane
Williamsburg, VA 23185

RE: Inspection/Maintenance Agreement for the Rolling Woods Ponds

Dear Mr. King:

The maintenance work on the three Rolling Woods ponds that is a prerequisite for turning over the ponds to the Homeowners' Association should begin in a few days. The work is being accomplished by Cinter Construction under contract to the County. As you recall, we went over the scope of work with the Homeowners' Association Board prior to advertisement of the work for bid.

In an earlier meeting with the Homeowners' Association Board, it was agreed that after acceptance of the ponds by the Association, long-term maintenance would be a shared responsibility between the County and the Association. To formalize the arrangement, an Inspection/Maintenance Agreement needs to be executed between the two parties. Therefore, I have enclosed a copy of such an agreement. It is the County's standard Inspection / Maintenance Agreement that is executed for all new development in the County with stormwater management systems with one modification. The modification is the addition of item 9 which presents the maintenance responsibilities of the County. The Agreement needs to be signed by the appropriate person and returned to this office.

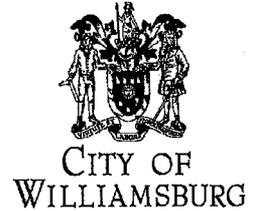
If you have any questions concerning the Agreement or the upcoming work, please contact me at 253-6673 if you have any questions.

Sincerely,

Darryl E. Cook, P.E.
Environmental Director



OFFICE OF THE TREASURER
ANN DAVIS, TREASURER
COUNTY OF JAMES CITY
P.O. BOX 8701
WILLIAMSBURG, VIRGINIA 23187-8701
(757) 253-6705
FAX (757) 253-6844



MEMORANDUM

DATE: June 4, 1999



TO: Darryl E. Cook, Environmental Director

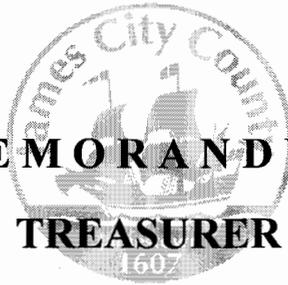
FROM: Ann Davis, Treasurer 

SUBJECT: *Notice of Exoneration of Taxes for (48-3)(2-1)*

Based on the information provided by your office, Richard Sebastian, Real Estate Assessor, and I have approved the exoneration of real estate taxes, penalty and interest on the above property. Therefore, neither James City County nor the Rolling Woods Homeowners Association will be assuming any tax liability when ownership of property is transferred.

Should you need any further assistance, please contact me at 757/253-6709.

MEMORANDUM
TREASURER



Date: June 4, 1999
To: Darryl E. Cook, Environmental Director
From: Ann Davis, Treasurer
Subject: Notice of Exoneration of Taxes for (48-3)(2-1)

Based on the information provided by your office, Richard Sebastian, Real Estate Assessor, and I have approved the exoneration of real estate tax, penalty and interest for all years outstanding on the above property. Therefore, James City County will not be assuming any tax liability when ownership of the property is conveyed.

Should you need further assistance, please contact me at 757/253-6709

copies: Richard Sebastian
Real Estate Assessor

MEMO

To: Anne Davis, Treasurer
From: Darryl E. Cook, Environmental Director *DEC*
Subject: Exoneration of Taxes for (48-3)(2-1)
Date: March 4, 1999

I am requesting that the back taxes owed for tax parcel (48-3)(2-1) be exonerated. The total of the tax bill is approximately \$300. The subject property consists of the common areas for the Rolling Woods subdivision. The taxes are owed by the Diggs Brothers, Inc., the subdivision's developer, which is now a bankrupt corporation. The Rolling Woods Homeowners Association is preparing to have the property transferred to them so that in the future a responsible entity will have control of the property but they do not want to have to pay the developer's tax bill.

The County is very interested in having this transaction occur as within the common area are three stormwater management ponds that have not been maintained for several years. The County, using the remainder of the developer's bond, has performed the maintenance on the ponds that was necessary for the Association to agree to take over the future maintenance responsibilities. If the taxes are not exonerated, the County will be in the position of paying the tax bill itself as it is a greater benefit to have property transferred and the maintenance of the ponds borne by the Association than it is to collect the amount of the taxes owed.

Please let me know if you need any additional information to process this request.

HERBERT V. KELLY
RAYMOND H. SUTTLE
B.M. MILLNER
RALPH M. GOLDSTEIN
JOHN T. TOMPKINS, III
CONWAY H. SHIELD, III
SVEIN J. LASSEN
DAVID W. OTEY
HERBERT V. KELLY, JR.
RICHARD B. DONALDSON, JR.
DAVID W. OTEY, JR.
MICHAEL B. WARE
ROBYN HYLTON HANSEN
LEONARD C. HEATH, JR.
RAYMOND H. SUTTLE, JR.
GARY A. MILLS

Jones, Blechman, Woltz & Kelly, P.C.
Attorneys and Counselors at Law

600 THIMBLE SHOALS BOULEVARD
POST OFFICE BOX 12888
NEWPORT NEWS, VIRGINIA 23612-2888
(757) 873-8000
FACSIMILE: (757) 873-8103

460 McLAWS CIRCLE, SUITE 220
WILLIAMSBURG, VIRGINIA 23185
(757) 259-5700
FACSIMILE: (757) 259-5717

ALLAN D. JONES, 1875-1954
DANIEL SCHLOSSER, 1915-1977
F.O. BLECHMAN, 1905-1986
ARTHUR W. WOLTZ, 1905-1993

OF COUNSEL
THOMAS N. DOWNING

BRYAN H. SCHEMPF
ROBERT M. BROWN, JR.
COLLEEN K. KILLILEA
DYWONA L. VANTRAPP-KILLER
IRVING B. GOLDSTEIN
MAI LAN ISLER
MATTHEW W. SMITH
HELENA S. MOCK

REPLY TO: Williamsburg

Direct Dial No. 259-5740

Internet E-Mail Address:

To: Ann Davis, Treasurer

Fax Number: 253-6844

From: Colleen K. Killilea

Date: October 17, 2000

Re: Open Space, Rolling Woods, S-3 (48-3)(2-1_

Number of Pages: 2 , including cover

Comments:

I noticed in Saturday's gazette that the above-described property was listed as being delinquent in taxes, and was to be sold to pay off those taxes. This property is currently owned by the Digges Brother's and is to be turned over to the Rolling Woods Homeowner's Association. The Homeowner's Association is in the process of entering into a contract with the County for the maintenance of the settlement detention basins located on that property. The matter is scheduled to be on the Board of Supervisor's agenda on October 24th, after which the Homeowner's Association will assume ownership of the property (the deeds are prepared, but not yet recorded).

Last June you exonerated the County of any liability for taxes on that property. A copy of your memo to Darryl Cook is attached. I later asked Darryl about specifically exonerating the Homeowner's Association, and he advised me (on September 28, 1999) that he had received that revised exoneration from your office. I requested a copy, but could not locate it.

I would ask that your records be corrected to reflect this exoneration of taxes, and that Kaufman & Canoles be advised. If you have any questions, please feel free to contact me. I assume that Darryl Cook would also be willing to speak to you on this issue.

Thank you. I hope to hear from you soon



cc: Vernon Dockins, RWHOA President
Darryl Cook, JCC Environmental Division

James City County Stormwater Division Stormwater Management Facility (SWMF) Inspection Report

Score Definitions: 0-N/A, 1-Adequate, 2-Routine Maintenance, 3-Non-routine repair, 4-Urgent repair(s), item has failed or is failing.

BMP ID # MC009 PIN 4830200001 Responsible Party: ROLLING WOODS

Site Address: District: 4

Location (other):

Date: 5/21/2010 Inspector: TC

(3 or 4 requires attention):

Structure Type: Retention Total Score 2

Criteria	Score	Comments: (Listed below are the items/tasks that should be rectified/ completed prior to re-inspection)
1. Forebay Score:	0	
2. Inlet(s):	2	Remove woody vegetation within 10' of inlet and outfall of inlet Remove sediment from outfall of inlet
*3. Outlet:	2	Remove woody vegetation within 10' of outlet, erosion-stabilize area above outlet pipe. Place more riprap at base of outlet to prevent further erosion and undercutting. Rearrange riprap at base of outlet to allow more positive flow
*4. Principal Spillway:	1	
5. Emergency Spillway:	2	Grow grass to a height of 8 inches
6. Basin Bottom and Side Slopes:	1	
7. Safety Devices:	0	
*8. Embankments:	2	Allow grass to grow to a height of 8 inches Remove woody vegetation within 10' of embankment (toe of embankment)
*9. Structural Components:	1	
*10. Media:	0	

James City County Stormwater Division Stormwater Management Facility (SWMF) Inspection Report

Score Definitions: 0-N/A, 1-Adequate, 2-Routine Maintenance, 3-Non-routine repair, 4-Urgent repair(s), item has failed or is failing.

Criteria	Score	Comments: (Listed below are the items/tasks that should be rectified/ completed prior to re-inspection)
11. Routine Maintenance:	2	
12. Condition of Aquatic Environment:	2	Excessive algae growth, reconsider fertilization practices to reduce amount of algae growth
13. Vegetation:	1	
*14. Storage Volume:	1	
15. Debris/Sediment Accumulation:	2	Excessive debris located at the base of concrete inlet flumes
16. Standing Water:	1	
17. Safety and Aquatic Bench:	0	
18. Side Slope Vegetation:	1	
19. Other:		

Checked below identify corrective work required on your stormwater management facility.

- Remove all trees and other woody vegetation from the embankment (earthen dam) and also within 10' of the toe of the embankment slope.
- Remove all trees and other woody vegetation from within 10' of the principal spillway, any principal inlet devices, and the principal outfall.
- Remove all trees and other woody vegetation from within 10' of any inlet structures, such as: pipes, end sections, concrete channels, flumes, rip rap channels, etc.
- Remove all trees and other woody vegetation from within the emergency spillway and also from within 10' of the spillway.
- Investigate the cause of any settlement, sink holes, subsidence, or erosion, noted on the report and develop and implement an appropriate plan to correct the deficiencies noted permanently.
- Remove all accumulated sediment, leaves and debris from within any pipes, end sections, concrete channels, emergency spillways, flumes, rip rap channels, etc. and dispose of the material in an appropriate method and location.
- Stabilize any disturbed, unstable, denuded or bare soil areas, by installing top soil and planting a permanent grass seed to establish an effective grass ground cover over these areas.
- All grassed areas of the BMP such as: access roads, emergency spillways, embankments (earthen dam), or other non-treed areas, shall be maintained at a minimum grass height of 8", and should not be subjected to low mowing.
- Trees and woody vegetation should be cut flush with the ground, and smaller trees and limbs (less than 4" dia) may be processed with a wood chipper and dispersed in natural areas.

RESOLUTION

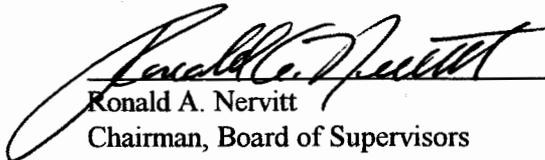
THE EASEMENT AND MAINTENANCE AGREEMENT FOR

THE ROLLING WOODS DETENTION PONDS

WHEREAS, there currently exists three detention ponds in the Rolling Woods subdivision for which there is no long-term maintenance agreement; and

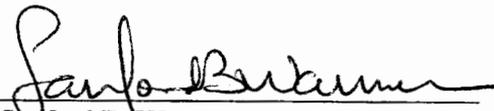
WHEREAS, the Rolling Woods Homeowners' Association of Williamsburg, Inc., is willing to perform all routine maintenance and the County is willing, subject to appropriations, to provide all non-routine maintenance of the detention ponds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes and directs the County Administrator to enter into the Easement and Maintenance Agreement with the Rolling Woods Homeowners' Association of Williamsburg, Inc., for the detention ponds in the Rolling Woods subdivision.



Ronald A. Nervitt
Chairman, Board of Supervisors

ATTEST:



Sanford B. Wanner
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
MCLENNON	AYE
HARRISON	AYE
GOODSON	ABSENT
KENNEDY	AYE
NERVITT	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of October, 2000.

Floyd 9/16/99

JAMES CITY COUNTY
REQUEST FOR QUOTATION
STORMWATER MANAGEMENT POND REPAIRS
ROLLING WOODS SUBDIVISION

The project consists of the repair of three pond dam structures located in the Rolling Woods subdivision. Attached are a vicinity sketch, site plan and details of the repair and restoration of the three areas. The following presents the scope of work for each pond:

POND NUMBER 1

Description of Item	Quantity	Unit Price	Total Price
1. Clear temporary construction easement of trees and other vegetation.	LS		1000
2. Remove and dispose of any trees and clearing debris necessary to complete the repairs.	LS		2000
3. Remove and dispose of all trees and woody vegetation from the entire dam structure. Remove all stumps from dam structure.	LS		2000
4. Install silt fence at the downstream toe of the dam slope.	180LF	7. ⁰⁰	1260
5. Remove and dispose of wooden baffle structure in pond.	LS		300
6. Repair scoured area at and under outfall of barrel pipe and add additional rip rap outlet protection	2 CY		200
7. Line inside face of dam from one foot below normal pool to one foot above normal pool with rip rap to stabilize eroded area.	15 CY		1200
8. Replace existing anti-vortex device with a 42" CMP anti-vortex device/trash rack. Top must have a locking access hatch.	LS		1000
9. Remove any debris/sediment accumulated around riser structure.	LS		500
10. Regrade and provide a minimum 3 inches of topsoil to entire dam structure.	LS		2000
11. Stabilize entire dam structure with seed and excelsior matting. Matting is to be properly anchored and pinned in accordance with manufacturer's specifications.	1200 SY		2400
12. Stabilize construction and access easements with topsoil, seed and straw	LS		1000
			14800
+ Contractors Profit & overhead			4000
TOTAL PRICE			18,800

Say 19,000

Notes:

- All work will conform with the 1992 edition of the Virginia Erosion and Sediment Control Handbook.
- Stabilization with seed and mulch means preparing the seedbed including 3 inches of topsoil, providing an appropriate seed mixture, and covering the newly stabilized areas in accordance with Specification 1.66, Permanent Seeding, in the Virginia Erosion and Sediment Control Handbook.

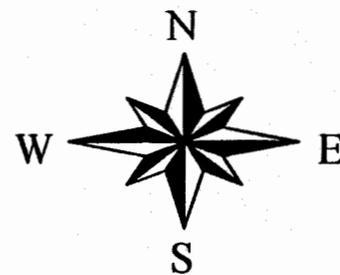
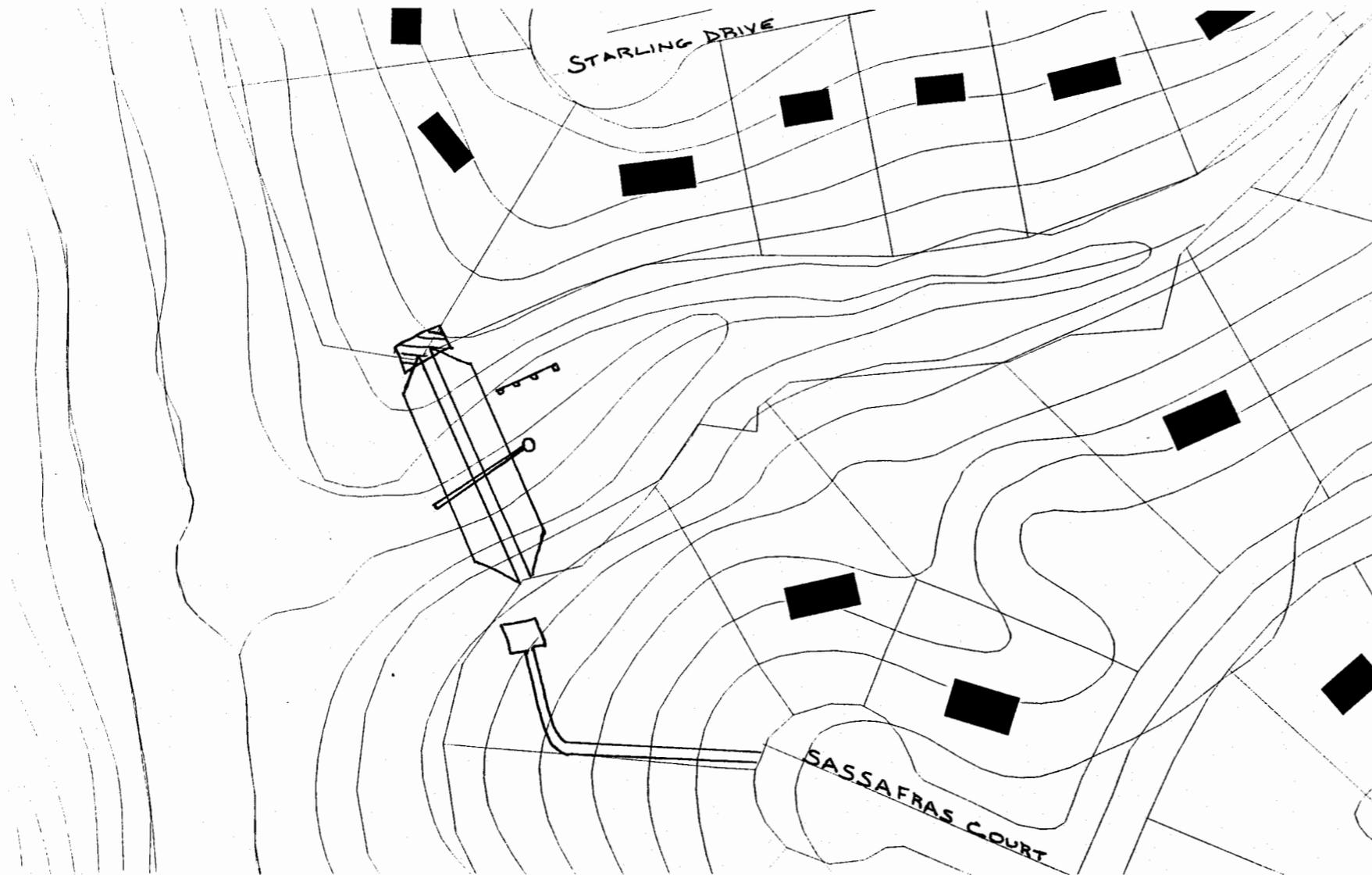
Contractor _____
Address _____
Telephone _____
Fax _____

Authorized Signature/Title

Name - Printed
Date _____



ROLLING WOODS POND # 1



0.05 0 0.05 0.1 Miles

36" RISER
24" BAND
54" TRASH RASH

AS

20' ACCESS EASEMENT

40x40 Box

Baffle?

AS

The Kern Company

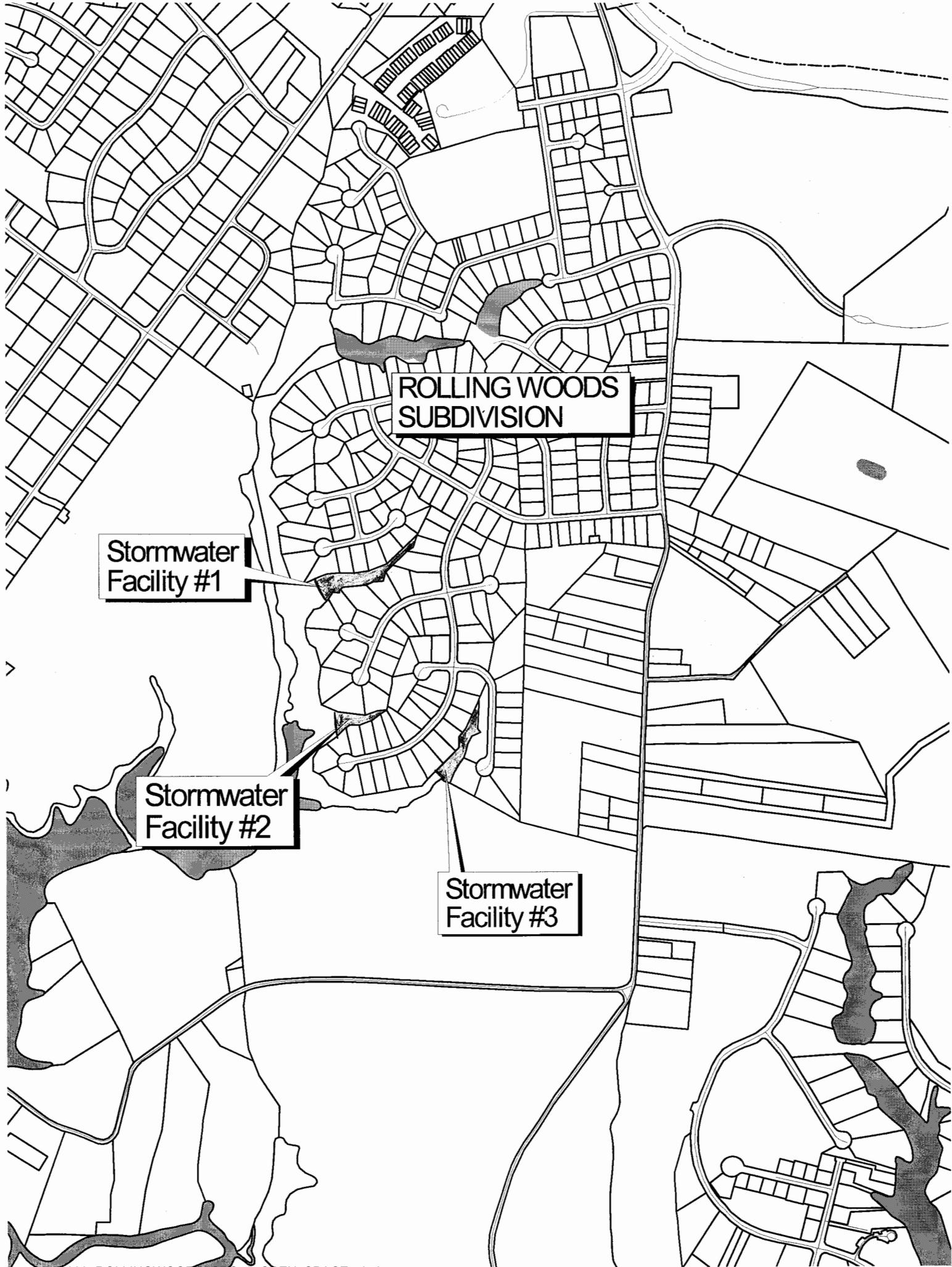
JOHN KERN

Ph: 619-820-1257
Fax: 866-250-5794
Email: jjkern@aol.com

www.kerncompany.com

110 West "C" St., Ste. 1300
San Diego, CA 92101

2816 Hidden Lake Dr.
Williamsburg, VA 23185



**ROLLING WOODS
SUBDIVISION**

**Stormwater
Facility #1**

**Stormwater
Facility #2**

**Stormwater
Facility #3**

JAMES CITY COUNTY
Rolling Woods



Rolling Woods -

S-17-87

Section 2

Missing note
to be scrubbed