



CERTIFICATE OF AUTHENTICITY

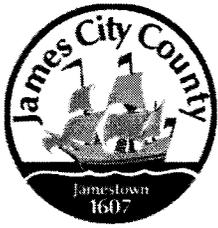
THIS IS TO CERTIFY THAT THE FOLLOWING ELECTRONIC RECORDS ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS OF JAMES CITY COUNTY GENERAL SERVICES DEPARTMENT- STORMW ATER DIVISION; WERE SCANNED IN THE REGULAR COURSE OF BUSINESS PURSUANT TO GUIDELINES ESTABLISHED BY THE LIBRARY OF VIRGINIA AND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

BMPNUMBER: WC048

DATE VERIFIED: May 9, 2016

QUALITY ASSURANCE TECHNICIAN: Charles E. Lovett II

LOCATION: WILLIAMSBURG, VIRGINIA



Stormwater Division

MEMORANDUM

DATE: March 12, 2010
TO: Michael J. Gillis, Virginia Correctional Enterprises Document Management Services
FROM: Jo Anna Ripley, Stormwater
PO: 270712
RE: Files Approved for Scanning

General File ID or BMP ID: WC048

PIN: 1330500001A

Subdivision, Tract, Business or Owner

Name (if known):

Mirror Lake Estates

Property Description:

Sediment Basin & Dam Section 5

Site Address:

113A Nice Drive

(For internal use only)

Box 20

Drawer: 8

Agreements: (in file as of scan date)

Y

Book or Doc#:

367

Page:

313

990015564

766

311

PB46

26-27

Comments

Covenants, Amendments, and Restrictive Covenants, and Inspection Maintenance Runoff Control Facilities for Sections 1, 3A, 3B, and 4 in folder

Section 5B

DECLARATION OF COVENANTS

BOOK 367 PAGE 313

INSPECTION/MAINTENANCE OF RUNOFF CONTROL FACILITY

THIS DECLARATION, made this 22nd day of October, 1987, between PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION, and MARINA POINT CORPORATION, all Virginia corporations, trading as BEECHWOOD COMPANY, hereinafter referred to as the "COVENANTORS", owners of the following property:

Mirror Lake Estates, Section Five B, Beechwood Company, Owner-Developer shown on plat made by The DeYoung-Johnson Group, Inc., Engineers, Architects & Surveyors, recorded in the Clerk's Office of the Circuit Court for the County of James City, Virginia, which plat is dated July 1987, and recorded in Plat Book 46, pages 26 and 27.

and JAMES CITY COUNTY, VIRGINIA, hereinafter referred to as the "COUNTY".

WITNESSETH:

We, the COVENANTORS, or successors and/or assigns, 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 COVENANTORS, their successors and/or assigns, 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. "FACILITY" for purposes of this instrument shall be those as are located on that certain plat attached hereto as Exhibit "A".

2. If necessary, the COVENANTORS 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 COVENANTORS shall provide and maintain perpetual access from public rights-of-way to the FACILITY for the COUNTY, its agent and its contractor.

4. The COVENANTORS 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 COVENANTORS 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 COVENANTORS and/or all owners of property served by the FACILITY for the cost of the work and any applicable penalties.

6. The COVENANTORS 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. COVENANTORS shall transfer ownership to said FACILITY to an owner's non-stock association, established and chartered under the laws of the Commonwealth of Virginia, subject to the covenants and conditions herein contained; and at such time as COVENANTORS have sold and conveyed seventy-five percent (75%) of the lots comprising Mirror Lake, Section 5B, Beechwood Company, Owner-Developer, as shown on plat made by The DeYoung-Johnson Group, Inc., Engineers, Architects & Surveyors, to be recorded in the Clerk's Office of the Circuit Court for James City County and City of Williamsburg, COVENANTORS shall be automatically released from any and all liability and responsibility to COUNTY for maintenance for the FACILITY. Provided, however, any lots remaining in name of COVENTATORS shall pay the same assessment as levied against any other property owners under paragraph number 2 herein. The COVENANTORS 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 COVENANTORS except if released as herein provided, and the COVENANTORS, heirs, executors, administrators, successors and assignees, and subsequent owners of property served by the FACILITY.

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

IN WITNESS WHEREOF, the COVENANTORS have executed this DECLARATION OF COVENANTS as of this 22nd day of October, 1987.

PROGRESSIVE CORPORATION

By [Signature]
President

DIVERSE CORPORATION

By [Signature]
President

NICE DEVELOPMENT CORPORATION

By [Signature]
President

MARINA POINT CORPORATION

By [Signature]
President

STATE OF VIRGINIA

City of Newport News, to-wit:

I hereby certify that on this 22nd day of October, 1987, before the subscribed, a Notary Public of the State of Virginia, and for the City of Newport News, aforesaid personally appeared Henry R. Nice, President of PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION, and MARINA POINT CORPORATION, all Virginia corporations, trading as BEECHWOOD COMPANY.

[Signature]
Notary Public

My commission expires:

My Commission Expires August 3, 1991



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

In the Clerk's office of the Circuit Court of the -3- City of Williamsburg and County of James City the 23 day of OCT, 1987 this De. of Cov. was presented with certificate annexed and admitted to record at 2:45 o'clock

Teste: Helene S. Ward, Clerk
by [Signature]
Deputy Clerk

Section 5

PIN: 13305 00001A

990015564

THIS DECLARATION OF EASEMENT ("Declaration") is made as of this 16th day of July, 1999, by and between MIRROR LAKE ASSOCIATION, a Virginia corporation ("Association"), hereinafter referred to as the Grantor, whose mailing address is Post Office Box 582, Norge, Virginia 23127; NICE PROPERTIES CO., a Virginia corporation ("Nice"), also hereinafter referred to as a Grantor, whose mailing address is 13127 Warwick Boulevard, Newport News, Virginia 23602; and PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION and MARINA POINT CORPORATION, each a Virginia corporation, collectively trading as BEECHWOOD COMPANY, an additional Grantor for purposes of indexing, whose address is 13127 Warwick Boulevard, Newport News, Virginia 23602; and WELLINGTON, L.L.C., a Virginia limited liability company ("Wellington"), hereinafter referred to as Grantee, whose mailing address is 632 Hampton Highway, Yorktown, Virginia 23693, hereinafter referred to as Grantee, recites and provides:

RECITALS

A. Mirror Lake Association is the owner of a certain real property containing 0.65 acres, more or less, being more particularly described in the Deed of Gift dated December 7, 1995, from Nice Properties Co. to Mirror Lake Association, as recorded in the Clerk's Office of the Circuit Court for James City County and the City of Williamsburg at Deed Book 766, page 316, and as reflected on a certain plat attached thereto (the "Sediment Basin & Dam"), currently utilized as a stormwater management basin.

Prepared by:
 Williams, Mullen, Clark & Dobbins
 Harbor Bank Center, Suite 210
 Newport News VA 23602

JUL 23 00 91

JUL 23 8 0092

B. In said referenced plat, reference was made to a property line to be extinguished by Nice Properties Co., which joins herein to evidence its agreement to extinguishing said property line.

C. By this Declaration, the parties desire to create a mutual, perpetual, non-exclusive drainage easement for the parties hereto, their successors and assigns, which easement shall run with the land.

NOW, THEREFORE, in consideration of the sum of \$10.00, cash in hand paid, and the mutual benefits accruing to the Grantors and the Grantee, and to existing and future owners of the lots and parcels hereinabove described, ~~the Grantors do hereby declare, create and constitute a fifteen (15) foot mutual, perpetual and non-exclusive drainage easement over and across the sides of the Sediment Basin & Dam, as reflected on the aforesaid plat, together with the right to maintain said drainage easement.~~

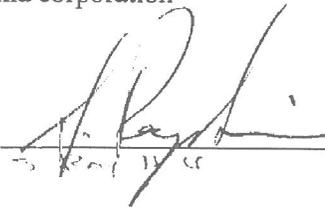
~~The Grantors expressly grant and convey to the Grantee the right to use this drainage easement to drain into the Sediment Basin & Dam, together with the right to alter or initiate such construction as may be required to the dam and spillway configurations to accommodate the drainage requirements of the Grantee, without compromising the drainage needs of the Grantors.~~

The easement hereinabove granted shall run with the land and shall be for the benefit and use of the Grantors and the Grantee, their successors and assigns.

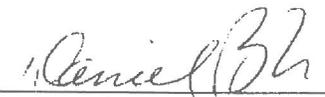
JUL 23 0093

IN WITNESS WHEREOF, the Grantors have caused this Declaration of Easement to be executed pursuant to due authority.

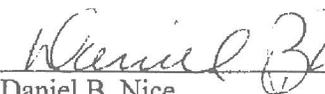
MIRROR LAKE ASSOCIATION,
a Virginia corporation

By:  (SEAL)

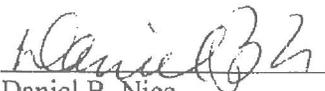
NICE PROPERTIES CO.,
a Virginia corporation

By:  (SEAL)
Its President

PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION and MARINA POINT CORPORATION t/a BEECHWOOD COMPANY

By:  (SEAL)
Daniel B. Nice
President of Progressive Corporation

By:  (SEAL)
Daniel B. Nice
President of Diverse Corporation

By:  (SEAL)
Daniel B. Nice
President of Nice Development Corporation

JUL 23 8 0094

By: *Daniel B. Nice* (SEAL)
Daniel B. Nice
President of Marina Point Corporation
collectively t/a Beechwood Company

WELLINGTON, L.L.C.
a Virginia limited liability company

By: *W.R. Ashe* (SEAL)
ITS MANAGER

COMMONWEALTH OF VIRGINIA
City/County of *James City*, to wit:

The foregoing Declaration of Easement was sworn to and acknowledged before me this *19* day of July, 1999, by *Daniel B. Nice* as President of Mirror Lake Association, a Virginia corporation.

[Signature]
Notary Public

My commission expires: *1-31-2002*

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

The foregoing Declaration of Easement was sworn to and acknowledged before me this *19* day of July, 1999, by Daniel B. Nice as President of Nice Properties Co., a Virginia corporation.

[Signature]
Notary Public

My commission expires: *1-31-2002*

JUL 23 8 0095

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

The foregoing Declaration of Easement was sworn to and acknowledged before me this 19 day of July, 1999, by Daniel B. Nice, President of Progressive Corporation, Diverse Corporation, Nice Development Corporation and Marina Point Corporation, collectively t/a Beechwood Company.

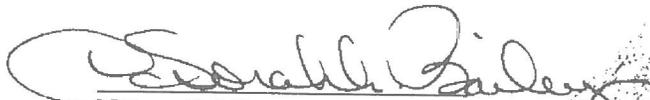


Notary Public

My commission expires: 1-31-2002

COMMONWEALTH OF VIRGINIA
City/County of NEWPORT NEWS, to wit:

The foregoing Declaration of Easement was sworn to and acknowledged before me this 19 day of July, 1999, by H. R. Ashe, as Manager of Wellington, L.L.C., a Virginia limited liability company.

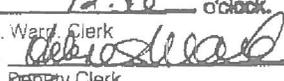


Notary Public

My commission expires: 6/30/2000



14258.002 Easement

VIRGINIA City of Williamsburg and County of James City, to Wit:
in the Clerk's Office at the Circuit Court for the City of Williamsburg and County of James City the 23 day of July, 19 99 this Easement was presented with the certificate annexed and admitted to record at 12:40 o'clock.
Teste: Helene S. Ward, Clerk
By: 
Deputy Clerk

Section 1

CGMB/j

BOOK 242 PAGE 673

RESTRICTIVE COVENANTS
MIRROR LAKE ESTATES, SECTION 1
JAMES CITY COUNTY, VIRGINIA

WHEREAS, the undersigned parties hereto are the owners and proprietors of that certain plat entitled, "PLAT MIRROR LAKE ESTATES, SECTION 1, BEECHWOOD COMPANY - OWNER/DEVELOPER, STONEHOUSE DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by AES, a professional corporation, dated November, 1983, and recorded in Plat Book 38, at pages 78 and 79, in the Clerk's Office of the Circuit Court for James City County, Virginia; and

WHEREAS, the said parties in order to provide and in order to insure all lot purchasers a uniform mode of development of the property shown on said plat, desire that all of said lots embraced within said plat, be and are sold subject to certain restrictions, covenants, conditions and esements.

NOW, THEREFORE, the parties hereto hereby declare, covenant and agree for themselves, their successors and assigns, for all persons, their heirs and assigns, to whom they may sell lots in said subdivision known as "MIRROR LAKE ESTATES, SECTION 1", that each and all said lots as shown on said plat shall be sold and held by the purchasers thereof, their heirs and assigns, subject to the following restrictions, covenants, conditions, limitations and reservations, to-wit:

1. No lot or combination of lots in the subdivision shall be resubdivided in any manner whatsoever, without prior written consent of Beechwood Company, its successors or assigns, designated for such purpose.
2. All streets and roads shown on the aforesaid plat are hereby expressly dedicated to the public use.

Original mailed or delivered to Moore, Moore and Bradberry

P. O. Box 2100 Newport News, VA 2/13/84

3. All lots are to be used for agricultural residential purposes and there shall be no commercial trade or business of any kind conducted on any of the said lots; nor shall there be placed on any lot or any improvements thereon any sign advertising any trade, service or business except one sign not more than five (5) feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.
4. The numbered sites aforesaid shall be used only for agricultural residential purposes, and no residence shall be erected on any of said sites unless the size thereof, as determined on a square footage basis, and exclusive of porches, breezeways and garages, shall be at least as follows: Any dwelling house having all the living area on one floor shall have a minimum of 1,200 square feet on that floor. Any dwelling house having all the living area on two floors shall have a minimum of 1,000 square feet on the first floor and a minimum of 800 square feet on the second floor. Any dwelling house having all the living area on three floors or more shall have a minimum of 1,800 square feet of the combined floors with a minimum of 1,000 square feet on the first floor unless it is a tri-level house, and in that event the square footage of the first two levels must total a minimum of 1,200 square feet. No building placed on any lot shall be more than 36 feet in height from the finish grade at ground level as measured at the front of the house at the foundation of the house at the first floor. Notwithstanding the minimum square footage herein provided, Beechwood Company may, in its sole and absolute discretion, waive the minimum requirement and permit construction of a dwelling containing less than the minimum square footage when the uniform mode of development and property values will not be adversely affected.
5. No building shall be erected or altered on any lot unless the plans and specifications for the same shall have been approved by the subdivider or its designated agent. Failure to approve or disapprove such plans and specifications within 30 days from submission shall be deemed approval of same.
6. No building erected on any of said sites shall be finished with asbestos or composition siding or cement block of any kind unless approved by the subdivider or its designated agent. Any detached garage, barn or other outbuilding shall be constructed of materials compatible with the dwelling thereon.
7. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

8. All sewage from all buildings erected on any of the sites shown on said plat shall be disposed of in an established sewerage line or in a septic tank of size, location and standard approved by the health or sanitation authorities of the County of James City and/or the State of Virginia.
9. No trailer, mobile home, tent, garage, shack, barn or other outbuilding placed thereon shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted thereon, except that suitable living quarters for domestic servants may be provided in any portion of a garage building erected thereon. For construction purposes a tool or storage shed or trailer may be temporarily located on the site during construction period and must be removed when construction is completed, and said period shall not exceed one year.
10. No parking of motor homes or trailers, campers or other wheeled non-self propelling vehicles of any type shall be parked or allowed to stand for more than twenty-four (24) hours on lots forward of the rear wall of the dwelling constructed thereon, and no unlicensed motor vehicle or inoperative motor vehicle, or other motor vehicle with an expired State inspection sticker shall be permitted to stand on lots forward of the rear wall of the dwelling constructed thereon.
11. No dwelling commenced to be erected on any lot shall be occupied until the same has been substantially completed and such dwelling erected or commenced to be erected on any lot shall be completed within a reasonable period of time from the commencement thereof.
12. No fence of any description shall be constructed until plans are submitted to and approved by the subdivider, its successors or assigns.
13. All lots will be sold subject to the rights of way, easements, restrictions and reservations of record.
14. The minimum building setback line on all residential building lots shall be as shown on the recorded plat of subdivision.
15. Animals, livestock or poultry, dogs, cats or other household pets of any kind may be raised, bred or kept on any lot, provided they do not violate health or sanitation standards of County of James City and State of Virginia.
16. No dry closet shall be permitted thereon. All dwellings shall be connected to a sanitary sewer system or state approved septic tank before the dwelling is occupied.
17. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.
18. Grantor reserves the right to grant easements for the installation and maintenance of public utilities over, under and along either the front or rear or side of any lot, as shown on recorded plat.

19. (a) There is expressly reserved unto Beechwood Company, its successors and assigns, a perpetual easement over, under along and across that certain pond or lake shown on the recorded plat of Mirror Lake Estates, Section 1, for the uninterrupted recreational use of property owners in Mirror Lake development of the said pond or lake. The owners of those lots adjoining, abutting or extending into the same shall not use the same in any way that will impair or prohibit the use and enjoyment of others legally entitled to use it, and shall not obstruct passage on same in any manner; except, owners of legal title to lots extending out into the pond or lake may erect or cause to be erected a pier in same extending out a distance not exceeding ten (10) feet; which said pier must be approved as to design and construction by Beechwood Company, its successors or assigns.
- (b) Beechwood Company, reserves the right to assign this easement to an Association created for recreational purposes for the owners of property in the subdivision known as "Mirror Lake", and more fully set out on a certain preliminary development plan filed with the County of James City, Virginia, providing for development of certain properties of Nice Properties Co., predecessor in title to Beechwood Company, a copy of said plan and any amendments or changes thereto being on file in the offices of Beechwood Company at 13127 Warwick Boulevard, Newport News, Virginia 23602, and with the County of James City.
- (c) Any party acquiring fee simple title to any lot developed on property shown on the aforesaid preliminary development plan dated the 5th day of November, 1982, and as the same may be amended by developer, its successors and assigns, shall automatically be entitled to membership in said Association.
- (d) Maintenance of the dam, pond or lake shall be the responsibility of each lot owner whose property extends into or abuts said pond or lake, until such time as an owner's association, as herein provided, is formed and the easement reserved is transferred to the association. Maintenance costs shall be borne proportionately by each such owner.
- (e) In the event an owner's association is not formed and a corporate charter issued by January 1, 1987, then the easement reserved herein shall automatically cease and determine, and all rights in and to the pond or lake, including use and maintenance of same, shall revert to the lot owners whose property extends into or abuts same.
20. These covenants and restrictions are to run with the land, shall be binding on all parties owning lots in this tract and all persons claiming under them for a period of thirty (30) years, at which time the said covenants shall be

automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the said lots it is agreed to change the said covenants in whole or in part.

- 21. All covenants, conditions, agreements and restrictions herein shall be to the benefit of and be enforceable by the owner of any lot shown on said plat, or affected by same, their respective heirs, successors and assigns, and failure by any landowner to enforce any restriction shall in no event be deemed a waiver of the right to do so thereafter as to the breach or as to one occurring prior or subsequent thereto.
- 22. Invalidations of any one of these conditions, covenants and restrictions by law or Court order shall in no wise affect any of the other provisions hereof, all of which shall remain in full force and effect.
- 23. In the event that any Board of Zoning Appeals or comparable board for the County of James City shall approve or waive any variances of any setback line as provided for in these restrictions or as have been waived or approved shall be deemed as complying with these restrictions.
- 24. Whenever Beechwood Company is referred to in this instrument, it shall be deemed to include the four corporate subdividers, Progressive Corporation, Diverse Corporation, Nice Development Corporation and Marina Point Corporation, trading as Beechwood Company.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their corporate names by their appropriate officers in this behalf first duly authorized, all the day and year hereinbelow written.

Dated this 12 day of January, 19 84

PROGRESSIVE CORPORATION

By [Signature] President

DIVERSE CORPORATION

By [Signature] President

NICE DEVELOPMENT CORPORATION

By [Signature] President

MARINA POINT CORPORATION

By [Signature] President

STATE OF VIRGINIA

City of Newport News, to-wit:

The foregoing instrument was acknowledged before me this 16 day of January, 1984, by HENRY R. NICE, President of DIVERSE CORPORATION, PROGRESSIVE CORPORATION, NICE DEVELOPMENT CORPORATION and MARINA POINT CORPORATION, respectively, all Virginia corporations, trading as BEECHWOOD CO.

Carolyn P. M. Bean
Notary Public

My commission expires:

September 21, 1987

VIRGINIA: City of Williamsburg and County of James City, to wit:
In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City, Virginia, on the 19th day of January, 1984, an instrument was presented with certificate and admitted to record at 2:24 o'clock P.M.
Teste: Helene S. Ward, Clerk
by Helene S. Ward
Deputy Clerk

CGM#16/j

BOOK 310 PAGE 735

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

MIRROR LAKE ESTATES, SECTIONS 3A & 3B

JAMES CITY COUNTY, VIRGINIA

PLAT BOOK 42 Page 81

and

PLAT BOOK 43 Pages 35 & 36

THIS DECLARATION, made on the date hereinafter set forth by PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION, and MARINA POINT CORPORATION, all Virginia corporations, trading as BEECHWOOD COMPANY, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of James City, State of Virginia, which is more particularly described as:

That certain subdivision located in James City County, Virginia, known and designated as "Mirror Lake Estates, Sections 3A & 3B" all as is more fully shown on those certain plats made by DeYoung-Johnson Group, Inc., Engineers, Architects, Surveyors, which plats are recorded in the Clerk's Office for the Circuit Court of the County of James City in Plat Book 42, Page 81; and Plat Book 43, pages 35 and 36.

Returned to Daniel Nice, Williamsburg, VA 8/20/86

BOOK 310 PAGE 736

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to MIRROR LAKES ASSOCIATION, a Virginia corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION, and MARINA POINT CORPORATION, all Virginia corporations, trading as BEECHWOOD COMPANY, their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned, whether such lot be in the property herein described or in any additional property that may be annexed as provided herein.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the

Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and runoff control facilities.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be SIXTY and 00/100ths DOLLARS (\$60.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and runoff control facilities, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization, exempt from taxes by the laws of the State of Virginia, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any

proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL PROVISIONS

1. No lot or combination of lots in the subdivisions shall be resubdivided in any manner whatsoever, without prior written consent of Beechwood Company, its successors or assigns, designated for such purpose.
2. All streets and roads shown on the aforesaid plats are hereby expressly dedicated to the public use.
3. All lots are to be used for agricultural residential purposes and there shall be no commercial trade or business of any kind conducted on any of the said lots; nor shall there be placed on any lot or any improvements thereon any sign advertising any trade, service or business except one sign not more than five (5) feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.
4. The numbered sites aforesaid shall be used only for agricultural residential purposes, and no residence shall be erected on any of said sites unless the size thereof, as determined on a square footage basis, and exclusive of porches, breezeways and garages, shall be at least as follows: Any dwelling house having all the living area on one floor shall have a minimum of 1,200 square feet on that floor. Any dwelling house having all the living area on two floors shall have a minimum of 1,000 square feet on the first floor and a minimum of 800 square feet on the second floor. Any dwelling house having all the living area on three floors or more shall have a minimum of 1,800 square feet of the combined floors with a minimum of 1,000 square feet on the first floor unless it is a tri-level house, and in that event the square footage of the first two levels must total a minimum of 1,200 square feet. No building placed on any lot shall be more than 36 feet in height from the finish grade at ground level as measured at the front of the house at the foundation of the house at the first floor. Notwithstanding the minimum square footage herein provided, Beechwood Company may, in its sole and absolute discretion, waive the minimum requirement and permit construction of a dwelling containing less than the minimum square footage when the uniform mode of development and property values will not be adversely affected.

5. No building shall be erected or altered on any lot unless the plans and specifications for the same shall have been approved by the subdivider or its designated agent. Failure to approve or disapprove such plans and specifications within 30 days from submission shall be deemed approval of same.
6. No building erected on any of said sites shall be finished with asbestos or composition siding or cement block of any kind unless approved by the subdivider or its designated agent. Any detached garage, barn or other outbuilding shall be constructed of materials compatible with the dwelling thereon.
7. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
8. All sewage from all buildings erected on any of the sites shown on said plat shall be disposed of in an established sewerage line or in a septic tank of size, location and standard approved by the health or sanitation authorities of the County of James City and/or the State of Virginia.
9. No trailer, mobile home, tent, garage, shack, barn or other outbuilding placed thereon shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted thereon, except that suitable living quarters for domestic servants may be provided in any portion of a garage building erected thereon. For construction purposes a tool or storage shed or trailer may be temporarily located on the site during construction period and must be removed when construction is completed, and said period shall not exceed one year.
10. No parking of motor homes or trailers, campers or other wheeled non-self propelling vehicles of any type shall be parked or allowed to stand for more than twenty-four (24) hours on lots forward of the rear wall of the dwelling constructed thereon, and no unlicensed motor vehicle or inoperative motor vehicle, or other motor vehicle with an expired State inspection sticker shall be permitted to stand on lots forward of the rear wall of the dwelling constructed thereon.
11. No dwelling commenced to be erected on any lot shall be occupied until the same has been substantially completed and such dwelling erected or commenced to be erected on any lot shall be completed within a reasonable period of time from the commencement thereof.
12. No fence of any description shall be constructed until plans are submitted to and approved by the subdivider, its successors or assigns.
13. All lots will be sold subject to the rights of way, easements, restrictions and reservations of record.

14. The minimum building setback lines shall be as shown on the aforesaid plats.
15. Animals, livestock or poultry, dogs, cats or other household pets of any kind may be raised, bred or kept on any lot, provided they do not violate health or sanitation standards of County of James City and State of Virginia.
16. No dry closet shall be permitted thereon. All dwellings shall be connected to a sanitary sewer system or state approved septic tank before the dwelling is occupied.
17. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.
18. Grantor reserves the right to grant easements for the installation and maintenance of public utilities over, under and along either the front or rear or side of any lot, as shown on recorded plats.
19. Invalidations of any one of these conditions, covenants and restrictions by law or Court order shall in no wise affect any of the other provisions hereof, all of which shall remain in full force and effect.
20. In the event that any Board of Zoning Appeals or comparable board for the County of James City shall approve or waive any variances of any setback line as provided for in these restrictions or as have been waived or approved shall be deemed as complying with these restrictions.
21. Whenever Beechwood Company is referred to in this instrument, it shall be deemed to include the four corporate subdividers, Progressive Corporation, Diverse Corporation, Nice Development Corporation and Marina Point Corporation, trading as Beechwood Company.

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. Additional land within the area described in Deed Book 118, page 647, of the land records of James City County, Virginia, may be annexed by the Declarant without the consent of the Association or its members until the entire tract of land is developed and/or subdivided.

ARTICLE VI

These covenants and restrictions are to run with the land, shall be binding on all parties owning lots in this tract and all persons claiming under them for a period of thirty (30) years, at which time the said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the said lots it is agreed to change the said covenants in whole or in part.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their corporate names by their appropriate officers in this behalf first duly authorized, all the day and year hereinbelow written.

Dated this 27 day of June, 1986.

PROGRESSIVE CORPORATION

By [Signature] President

DIVERSE CORPORATION

By [Signature] President

NICE DEVELOPMENT CORPORATION

By [Signature] President

MARINA POINT CORPORATION

By [Signature] President

BOOK 310 PAGE 746

STATE OF VIRGINIA

City of Newport News, to-wit:

The foregoing instrument was acknowledged before me this 27 day of June, 1986, by HENRY R. NICE, President of DIVERSE CORPORATION, PROGRESSIVE CORPORATION, NICE DEVELOPMENT CORPORATION and MARINA POINT CORPORATION, respectively, all Virginia corporations, trading as BEECHWOOD CO.

Miriam L. Jones
Notary Public

My commission expires:

March 30, 1990

VIRGINIA: City of Williamsburg and County of James City, to wit:
In the Clerk's office of the Circuit Court of the City of Williamsburg on June 27 day of June 1986 at James City this instrument was presented with certificate annexed and admitted to record at 3:47 o'clock
Teste: Helene S. Vard, Clerk
by Sammy Stewart
Deputy Clerk

Section 4
Declaration of "open space" to HOA

CGM/cab RE#5

BOOK 320 PAGE 347

FIRST AMENDMENT TO DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

MIRROR LAKE ESTATES

SECTION FOUR

PLAT BOOK 43, PAGES 67 AND 68

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, BY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration"), made by PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION and MARINA POINT CORPORATION, Virginia Corporations, trading as BEECHWOOD COMPANY, (hereinafter referred to as "Declarant") dated June 27, 1986, and duly recorded in the Clerk's Office of the Circuit Court for the County of James City, Virginia, in Deed Book 310, at page 735, Declarant subjected certain property therein more particularly described in the Declaration to certain easements, restrictions, covenants and conditions, all of which were for the purpose of enhancing and protecting the value, desirability and attractiveness of the properties and thereby inuring to the benefit of the Members and the Owners (therein more particularly defined) of MIRROR LAKE ASSOCIATION, a nonstock Virginia corporation (hereinafter referred to as "Association"); and

WHEREAS, by that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration"), dated June 27, 1986, and recorded in the said Clerk's Office as aforesaid, Article V, Section 3 provides Declarant, its successors or assigns, may annex additional lands contained within the boundaries of that certain parcel described in Deed Book 118, page 647, and more particularly described in this First Amendment to Declaration; and

Returned to Moore and Moore, Newport News, VA 12/5/86

BOOK 320 PAGE 348

WHEREAS, Declarant desires to annex additional property to the properties described in the said Declaration.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the premises, and in order to enable Declarant to proceed in an orderly fashion with its plan of development of the lands contained within the boundaries of the property set forth and described in Deed Book 118, page 647, Declarant hereby annexes into the lands described in the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 310, Page 735, certain additional lands, and causes same to be subjected to the easements, covenants, conditions and restrictions of the Declaration, more particularly described as follows:

All that certain piece or parcel of land situate, lying and being in James City County, Virginia, containing 36.937 acres being the lots, roads, and recreation areas known and designated as Mirror Lake Estates Subdivision, Section 4, shown and set out on the Plat of said Subdivision recorded in the Clerk's Office of the Circuit Court for James City County, Virginia, in Plat Book 43, pages 67 and 68, reference to which is here made.

This annexation is made by Declarant with the express understanding and condition that the land designated as Recreation Area has been conveyed or will be conveyed by Declarant unto MIRROR LAKE ASSOCIATION and is more particularly described as follows:

All that certain piece or parcel of land situate, lying and being in James City County, Virginia, containing 2.071 acres shown and designated as Recreation Area on that certain Plat entitled "Mirror Lake Estates, Section 4, Beechwood Company - Owner/Developer", made by The DeYoung-Johnson Group, Inc., Engineer Architects Surveyors, dated February 20, 1986 and recorded in the Clerk's Office of the Circuit Court for James City County, Virginia in Plat Book 43, pages 67 and 68 to which reference is here made.

SAVE AS AFORESAID, said Declaration and First Amendment to Declaration are hereby ratified and reaffirmed by the Declarant.

IN WITNESS WHEREOF, PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION and MARINA POINT

BOOK 320 PAGE 349

CORPORATION, Virginia Corporations, trading as BEECHWOOD COMPANY, the Declarant, has caused this instrument to be executed by officers thereunto duly authorized as of the 13th day of November, 1986.

PROGRESSIVE CORPORATION

By [Signature] President

DIVERSE CORPORATION

By [Signature] President

NICE DEVELOPMENT CORPORATION

By [Signature] President

MARINA POINT CORPORATION

By [Signature] President

STATE OF VIRGINIA

City of Newport News, to-wit:

The foregoing instrument was acknowledged before me this 13th day of NOVEMBER, 1986, by HENRY R. NICE, President of PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION and MARINA POINT CORPORATION, respectively, all Virginia corporations, trading as BEECHWOOD COMPANY.

Christine Ann Gutter
Notary Public

My Commission expires:

MARCH 27, 1989

- 3 -

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

In the Clerk's office of the Circuit Court of the County of James City and County of James City, Virginia, this 14th day of NOV, 1986, the above instrument was presented with certificate annexed and admitted to record at 1:08 o'clock.
Teste Helene S. Yard, Clerk
by [Signature]
Deputy Clerk

Returned to Moore and Moore, Newport News, VA 12/5/86

CGM16/j

Section
3A & 3B

BOOK 310 PAGE 731

DECLARATION OF COVENANTS
INSPECTION/MAINTENANCE OF RUNOFF CONTROL FACILITY

THIS DECLARATION, made this 17 day of June,
1986, between PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE
DEVELOPMENT CORPORATION, and MARINA POINT CORPORATION, all
Virginia corporations, trading as BEECHWOOD COMPANY, hereinafter
referred to as the "COVENANTORS", owners of the following
property:

Mirror Lake Estates, Section Three A and Section Three B,
Beechwood Company, Owner-Developer shown on two plats
made by The DeYoung-Johnson Group, Inc., Engineers,
Architects & Surveyors, to be recorded in the Clerk's
Office of the Circuit Court for the County of James
City, which plats are dated March 28, 1986,

and JAMES CITY COUNTY, VIRGINIA, hereinafter referred to as the
"COUNTY".

W I T N E S S E T H:

We, the COVENANTORS, or successors and/or assigns, 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 COVENANTORS, their successors and/or assigns,
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. "FACILITY" for purposes of this instrument shall be
those as are located on that certain plat attached hereto as
Exhibit "A".

2. If necessary, the COVENANTORS shall levy regular or
special assessments against all present or subsequent owners of

Returned to Daniel Nice, Williamsburg, VA 8/20/86

property served by the FACILITY to ensure that the FACILITY is properly maintained.

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

4. The COVENANTORS 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 COVENANTORS 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 COVENANTORS and/or all owners of property served by the FACILITY for the cost of the work and any applicable penalties.

6. The COVENANTORS 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. COVENANTORS shall transfer ownership to said FACILITY to an owner's non-stock association, established and chartered under the laws of the Commonwealth of Virginia, subject to the covenants and conditions herein contained; and at such time as COVENANTORS have sold and conveyed seventy-five percent (75%) of the lots comprising Mirror Lake, Sections 3A and 3B, Beechwood Company, Owner-Developer, as shown on two plats made by The DeYoung-Johnson Group, Inc., Engineers, Architects & Surveyors, to be recorded in the Clerk's Office of the Circuit Court for James City County and City of Williamsburg. COVENANTORS shall be automatically released from any and all liability and responsibility to COUNTY for maintenance for the FACILITY. Provided, however, any lots remaining in name of

BOOK 310 PAGE 733

COVENTATORS shall pay the same assessment as levied against any other property owners under paragraph number 2 herein. The COVENANTORS 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 COVENANTORS except if released as herein provided, and the COVENANTORS, heirs, executors, administrators, successors and assignees, and subsequent owners of property served by the FACILITY.

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

IN WITNESS WHEREOF, the COVENANTORS have executed this DECLARATION OF COVENANTS as of this 27 day of June, 1986.

PROGRESSIVE CORPORATION

By [Signature] President

DIVERSE CORPORATION

By [Signature] President

NICE DEVELOPMENT CORPORATION

By [Signature] President

MARINA POINT CORPORATION

By [Signature] President

STATE OF VIRGINIA

City of Newport News, to-wit:

I hereby certify that on this 27 day of June, 1986, before the subscribed, a Notary Public of the State of Virginia, and for the City of Newport News, aforesaid personally appeared Henry R. Nice, President of PROGRESSIVE CORPORATION,

BOOK 310 PAGE 734

DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION, and MARINA
POINT CORPORATION, all Virginia corporations, trading as
BEECHWOOD COMPANY.

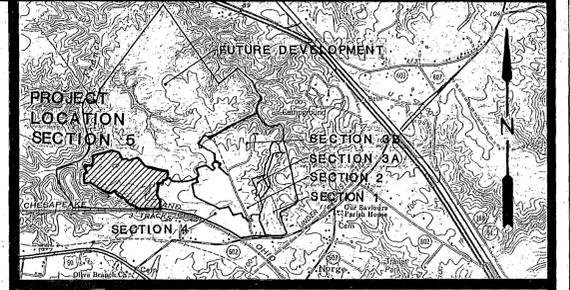
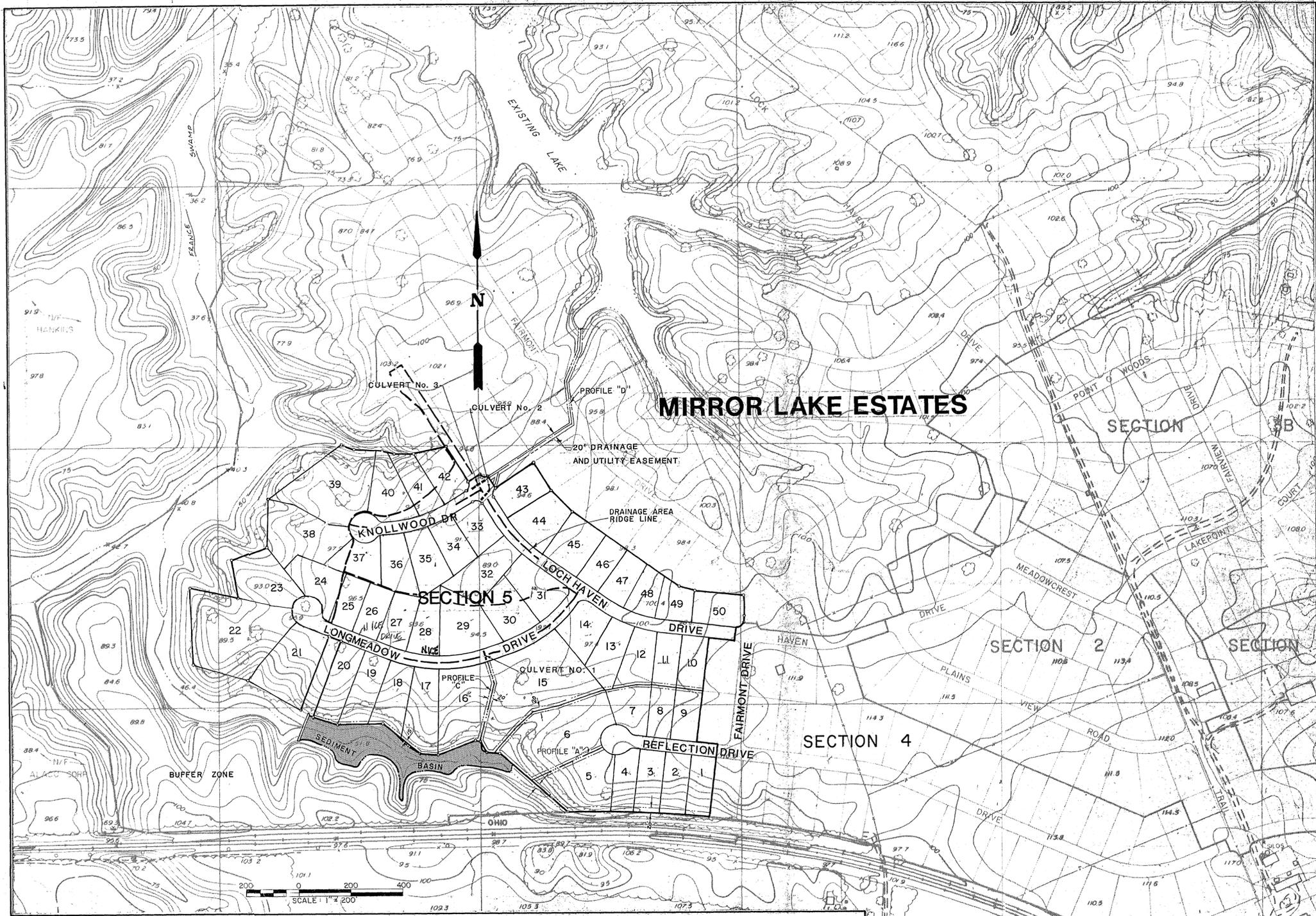
My commission expires: April 7, 1989

Keppel E. Oates
Notary Public

VIRGINIA: City of Williamsburg and County of
James City

In the Clerk's office of the Circuit Court of the
City of Williamsburg and County of James City the
County 4 day of Aug 1988 This Declaration
was presented with certificate annexed and
admitted to record at 3:46 o'clock
Teste: Helene S. Ward, Clerk
by Sammy Stewart
Deputy Clerk

REC'D
CITY OF WILLIAMSBURG
JAMES CITY COUNTY
AUG 11 1988
CLERK'S OFFICE

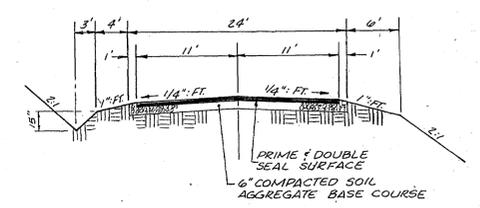


VICINITY MAP SCALE: 1"=2,000'

- NOTES:**
1. ALL WATER AND SEWER LINES TO BE FURNISHED AND INSTALLED IN ACCORDANCE WITH SPECIFICATIONS OF JAMES CITY COUNTY SERVICE AUTHORITY.
 2. ALL UTILITIES TO BE UNDERGROUND - THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING OR VERIFYING EXISTING UNDERGROUND UTILITY LOCATIONS.
 3. WATER LINE MAINS TO BE PVC, ASTM SPEC. D 2241, 4", 6", AND 8".
 4. VALVE AND METER TO BE INSTALLED AT EACH LOT IN ACCORDANCE WITH JAMES CITY SERVICE AUTHORITY SPECIFICATIONS.
 5. MINIMUM COVER FOR WATER LINE MAIN TO BE 36".
 6. THE CONTRACTOR SHALL SUBMIT A LIST OF MATERIALS FOR APPROVAL TO THE JAMES CITY SERVICE AUTHORITY. PRIOR TO ORDERING AND INSTALLATION OF SAME.
 7. UTILITY CONTRACTORS SHALL OBSERVE ALL APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLAN.
 8. UPON COMPLETION, TESTING AND ACCEPTANCE, THE WATER AND SEWER LINE SHALL BE DEDICATED TO THE JAMES CITY SERVICE AUTHORITY.
 9. AS-BUILT DRAWINGS SHALL BE PROVIDED TO JAMES CITY SERVICE AUTHORITY UPON COMPLETION OF THE PROJECT, BY THE CONTRACTOR.
 10. ALL WATER CONNECTIONS SHALL BE INSTALLED BY THE DEVELOPER. WATER METERS SHALL BE FURNISHED (OR PAID FOR) BY THE OWNER AND INSTALLED BY JAMES CITY SERVICE AUTHORITY.
 11. EXCAVATION, TRENCHING, TESTING AND BACKFILLING SHALL BE IN ACCORDANCE WITH THE CURRENT OF AWMA C 600-68.
 12. DISINFECTION OF WATER LINES SHALL BE IN ACCORDANCE WITH THE CURRENT REVISION OF AWMA C 601-68.
 13. PRESSURE AND LEAKAGE TESTING OF ALL WATER LINES SHALL BE REQUIRED AND CONDUCTED IN ACCORDANCE WITH AWMA C 600-77 OR AS REQUIRED BY JAMES CITY SERVICE AUTHORITY.
 14. AT LEAST TWO CONSECUTIVE SATISFACTORY BACTERIOLOGICAL SAMPLES MUST BE OBTAINED FROM THE DISTRIBUTION SYSTEM AT 24 HOUR INTERVALS BEFORE THE SYSTEM CAN BE PLACED INTO OPERATION.
 15. ALL NON-METALLIC UNDERGROUND UTILITY LINES SHALL BE INSTALLED WITH "TERRA TAPE" OR EQUAL FOR FUTURE LOCATION BY MAGNETIC DEVICES.

ROAD CONSTRUCTION NOTES

1. ALL ROADS AND DRAINAGE FACILITIES SHOULD BE CONSTRUCTED IN ACCORDANCE WITH CURRENT REGULATIONS, SPECIFICATIONS AND STANDARDS, AND SUBDIVISION STREET REQUIREMENTS OF THE VDMPT.
2. STANDARD PE-1 ENTRANCES WITH 24" OF 15" CONCRETE CULVERT PIPE SHALL BE REQUIRED FOR ALL DRIVENWAYS.
3. ALL SHOULDERS, DITCHES AND BACKSLOPES MUST BE STABILIZED PRIOR TO ACCEPTANCE OF ROADS INTO THE STATE SECONDARY ROAD SYSTEM.
4. THE ROAD CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL ITEMS OF ROAD WORK & DRAINAGE WITH EXISTING AND PROPOSED UNDERGROUND UTILITIES (POWER, WATER, SEWER, AND TELEPHONE) SUCH THAT NO DUPLICATION OF WORK REPORT IS INCURRED.
5. UPON COMPLETION, INSPECTION AND ACCEPTANCE, ALL ROADS AND DRAINAGE FACILITIES SHALL BE DEDICATED TO THE VIRGINIA DEPARTMENT OF HIGHWAYS AND TRANSPORTATION FOR INCLUSION IN THE STATE SECONDARY ROAD SYSTEM.
6. ALL ITEMS OF ROADWORK AND DRAINAGE NECESSARY FOR THE ROADS TO BE ACCEPTED INTO THE STATE SECONDARY ROAD SYSTEM WHETHER WRITTEN ON THESE PLANS OR NOT ARE HEREBY EXPRESSLY IMPLIED. NO OMISSIONS, ERRORS OR OVERSIGHTS ON THE PART OF THE ENGINEER OR OWNER SHALL DETRACT FROM THE CONTRACTOR'S RESPONSIBILITY OF COMPLETING ALL ITEMS OF ROADWORK & DRAINAGE SATISFACTORY IN EVERY RESPECT TO JAMES CITY COUNTY AND THE VIRGINIA DEPARTMENT OF HIGHWAYS AND TRANSPORTATION.
7. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE ROAD CONTRACTOR.
8. LATERAL UNDERDRAINS MAY BE REQUIRED WHERE FIELD CONDITIONS WARRANT. A CHANGE ORDER FOR SAME WILL BE EXECUTED IF REQUIRED BY VDMPT, THE ENGINEER, COUNTY OR OWNER.
9. PAVED DITCHES MAY BE REQUIRED WHERE FIELD CONDITIONS WARRANT. GENERALLY, ALL DITCHES WITH SLOPES EXCEEDING 3% SHALL BE PAVED UNLESS OTHERWISE APPROVED BY THE ENGINEER, OWNER, VDMPT AND THE LOCAL GOVERNING BODY.
10. TEMPORARY LINES (SUCH AS POLYETHYLENE SHEETS) WILL BE PROVIDED IN ALL DITCHES THAT ARE TO BE PAVED UNTIL THE CONCRETE IS INSTALLED.
11. INFILTRATION TRENCHES SHALL NOT BE INSTALLED UNTIL THE CONTRIBUTING DRAINAGE AREA IS STABILIZED.



TYPICAL ROAD SECTION
NOT TO SCALE



THE DEYOUNG-JOHNSON GROUP, INC.
ENGINEERS · ARCHITECTS · SURVEYORS

P.O. BOX 197 WILLIAMSBURG, VIRGINIA 23187 (804) 253-0673

- INDEX OF SHEETS**
1. COVER SHEET & STORM DRAINAGE
 2. LOCH HAVEN DRIVE
 3. LONGMEADOW DRIVE
 4. REFLECTION DRIVE & KNOLLWOOD DRIVE
 5. SEDIMENT BASIN & EROSION CONTROL NOTES
 6. OUTFALL DITCH PROFILES
 7. STANDARD WATER DETAILS

STATISTICAL DATA
ZONING: R-1 LIMITED RESIDENTIAL
MINIMUM LOT SIZE = 20,000 S.F.
PUBLIC WATER DISTRIBUTION SYSTEM
SEPTIC TANK / DRAINFIELD SYSTEM
MINIMUM BUILDING SETBACK:
FRONT / REAR = 35'
SIDE = 15'

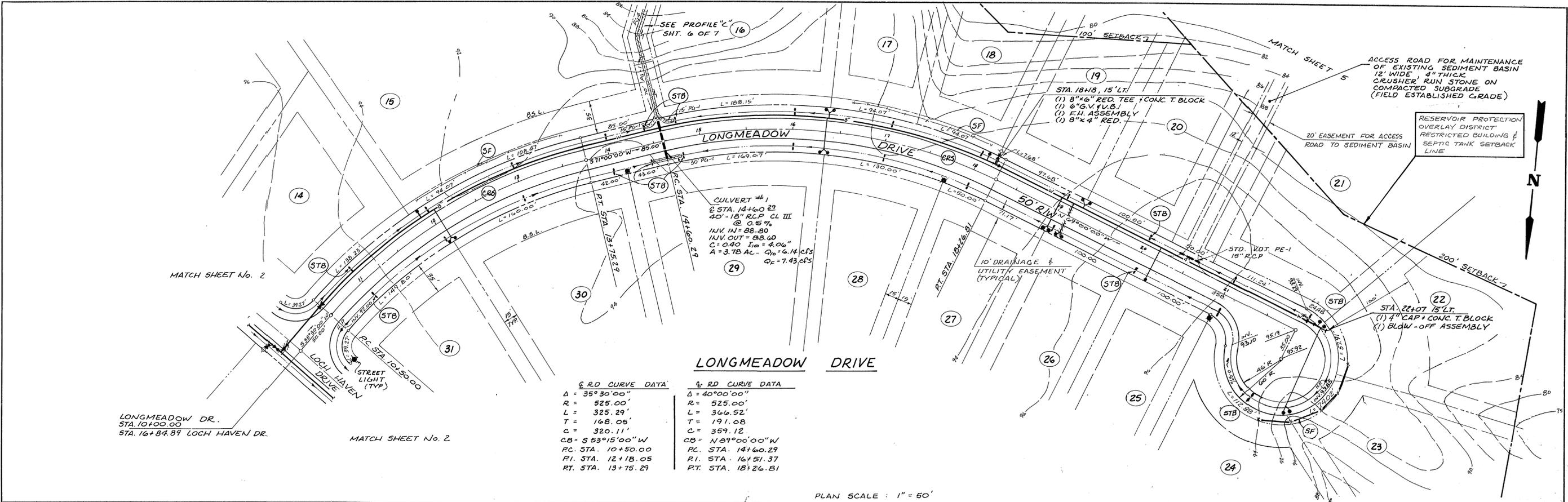
MINIMUM LOT WIDTH AT FRONT SETBACK
LOTS ≤ 43,560 S.F. = 100'
LOTS > 43,560 S.F. = 150'
TOTAL AREA OF SECTION 5 = 1,978,714.919 S.F./45.425 AC.
TOTAL NUMBER OF LOTS = 51
AREA OF R/W = 195,570.264 S.F. / 4.490 AC.
LOT AREA = 1,695,589.055 S.F. / 38.925 AC.

AVERAGE LOT SIZE = 33,247 S.F.
AREA OF SEDIMENT BASIN = 2.01AC.
TAX MAP NO. (13-4)(1-13)

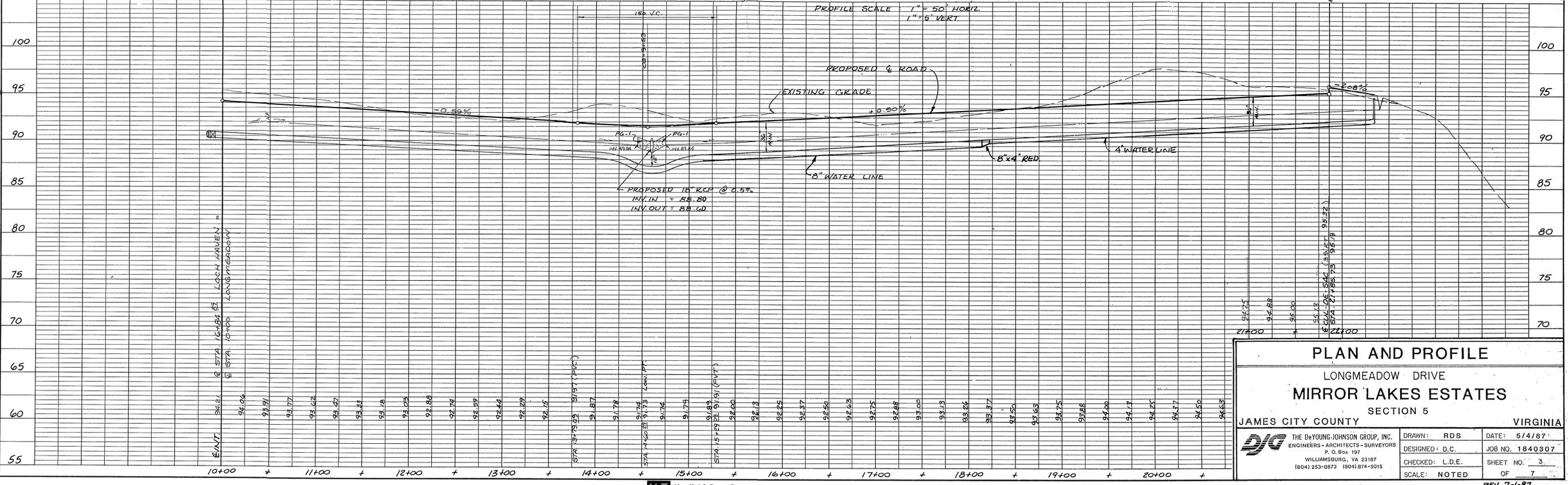
AS-BUILT 5/18/88
REV: 7/1/87, 8/3/87, 8/25/87

DATE: _____
 BY: _____
 SURVISED: _____
 PLAN NOTE BOOK: _____
 CHECKED: _____
 NO. _____

DATE: _____
 BY: _____
 SURVISED: _____
 PROFILE NOTE BOOK: _____
 CHECKED: _____
 NO. _____



RD CURVE DATA	RD CURVE DATA
Δ = 35°30'00"	Δ = 40°00'00"
R = 525.00'	R = 525.00'
L = 325.29'	L = 346.52'
T = 168.05'	T = 191.08'
C = 320.11'	C = 359.12'
CB = S 53°15'00" W	CB = N 09°00'00" W
PC STA. 10+50.00	PC STA. 14+60.29
PI STA. 12+18.05	PI STA. 16+15.37
RT STA. 13+15.29	PT STA. 18+26.81



PLAN AND PROFILE
 LONGMEADOW DRIVE
 MIRROR LAKES ESTATES
 SECTION 5

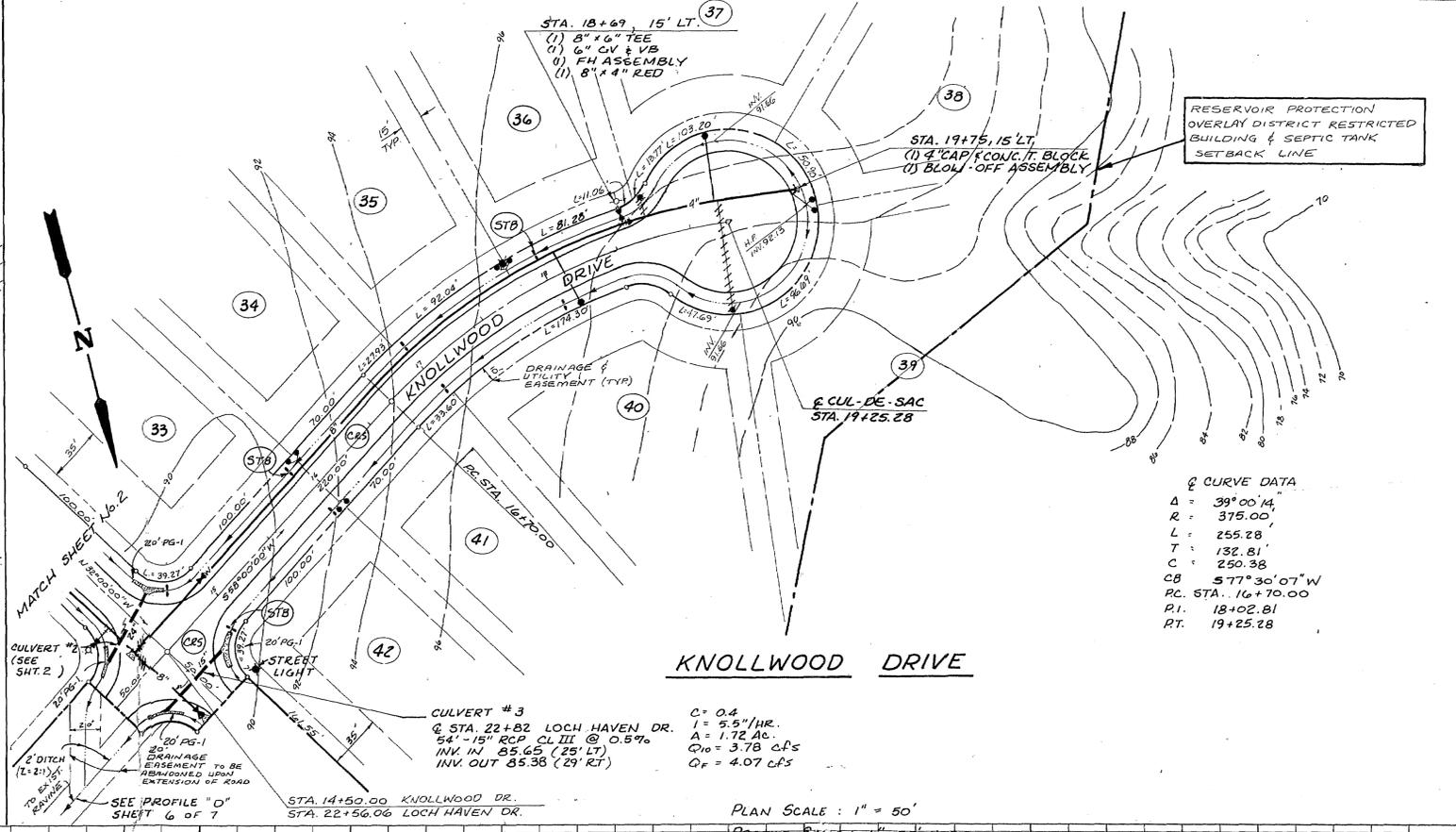
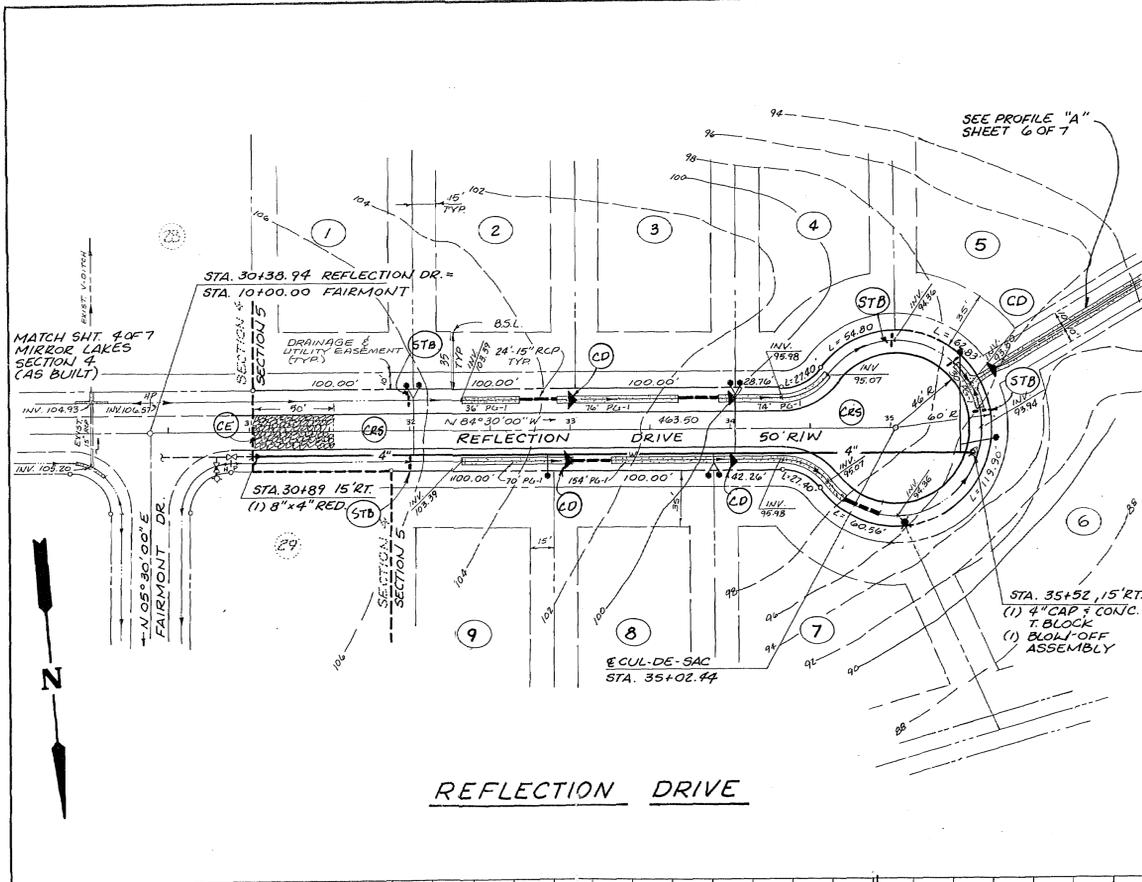
JAMES CITY COUNTY VIRGINIA

THE DeYOUNG-JOHNSON GROUP, INC. ENGINEERS - ARCHITECTS - SURVEYORS P. O. Box 197 WILLIAMSBURG, VA 23187 (804) 253-0673 (804) 874-5015	DRAWN: RDS DESIGNED: D.C. CHECKED: L.D.E. SCALE: NOTED	DATE: 5/4/87 JOB NO. 1840307 SHEET NO. 3 OF 7
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REV. 7-1-87
 REV. 8-3-87
 REV. 2-25-87
 A5-BUILT 5/18/88

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____

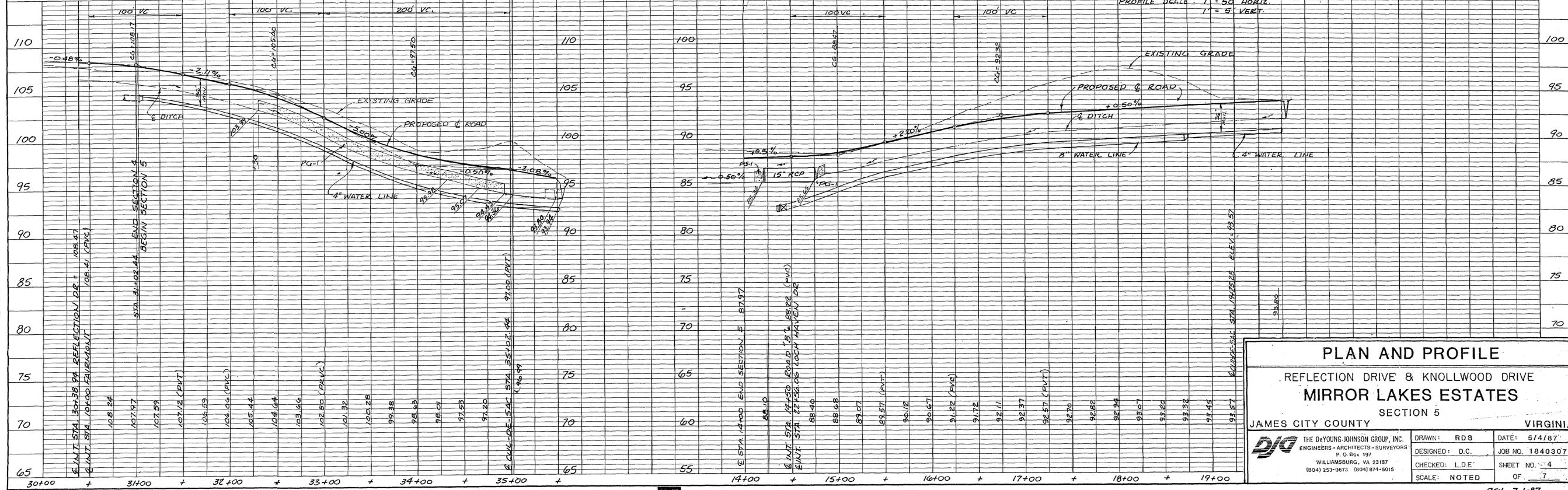
DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____



Q CURVE DATA
 Δ = 39°00'14"
 R = 375.00'
 L = 255.28'
 T = 132.81'
 C = 250.38'
 CB = 577°30'07"W
 P.C. STA. 16+70.00
 P.I. 18+02.81
 P.T. 19+25.28

KNOLLWOOD DRIVE

REFLECTION DRIVE



PLAN AND PROFILE
 REFLECTION DRIVE & KNOLLWOOD DRIVE
 MIRROR LAKES ESTATES
 SECTION 5
 JAMES CITY COUNTY VIRGINIA

THE DEYOUNG-JOHNSON GROUP, INC. ENGINEERS - ARCHITECTS - SURVEYORS P. O. Box 197 WILLIAMSBURG, VA 23187 (804) 253-0673 (804) 974-5015	DRAWN: RDB DESIGNED: D.C. CHECKED: L.D.E. SCALE: NOTED	DATE: 5/4/87 JOB NO. 1840307 SHEET NO. 4 OF 7
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SEDIMENTATION AND EROSION CONTROL MEASURES

THE FOLLOWING SEQUENCE OF EVENTS AND EROSION CONTROL MEASURES SHALL BE INCORPORATED INTO THE CONSTRUCTION SCHEDULE FOR THIS PROJECT AND SHALL APPLY TO ALL CONSTRUCTION ACTIVITIES WITHIN THE PROJECT LIMITS:

1. A TEMPORARY CONSTRUCTION ENTRANCE SHALL BE PROVIDED AT THE LOCATION SHOWN ON THE PLAN. THIS ENTRANCE IS TO BE CONSTRUCTED IN ACCORDANCE WITH "VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK" PGS. 111-1 - 111-3. AN ENTRANCE PERMIT FROM V.D.H. IS REQUIRED PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN STATE R/W'S.
2. LAND CLEARING AND GRUBBING ACTIVITIES SHALL BE LIMITED TO AREAS OF WORKABLE SIZE.
3. TEMPORARY SEDIMENT BASINS, PERIMETER DIKES, EROSION CONTROL STONE, AND STRAW BALE BARRIERS SHALL BE PLACED DURING CLEARING AND GRUBBING ACTIVITIES. THESE STRUCTURES ARE TO BE CHECKED PERIODICALLY AND CLEANED AS NECESSARY.
4. THE CONTRACTOR SHALL STOCKPILE CLEARING AND GRUBBING DEBRIS AT THE LOCATIONS INDICATED ON THE PLANS OR APPROVED BY THE ENGINEER. THE CONTRACTORS SHALL OBTAIN A BURNING PERMIT AND BURN DEBRIS AS SOON AS PRACTICAL. BURNING REMAINS SHALL BE REMOVED AND/OR BURIED.
5. THE CONTRACTOR SHALL STRIP AND STOCKPILE TOPSOIL AT THE LOCATIONS INDICATED ON THE PLANS. STRAW BALE BARRIERS SHALL BE PLACED AT THE TOP OF THE STOCKPILE AFTER STRIPPING OF TOPSOIL IS COMPLETE.
6. THE CONTRACTOR SHALL COMPLETE DRAINAGE FACILITIES WITHIN 30 DAYS FOLLOWING COMPLETION OF ROUGH GRADING AT ANY POINT WITHIN THE PROJECT.
7. ALL TEMPORARY EROSION CONTROL MEASURES (SEDIMENT BARRIERS, DIKES, ETC.) SHALL HAVE BEEN INSTALLED PRIOR TO OR DURING CLEARING.
8. TEMPORARY VEGETATIVE COVER SHALL BE PROVIDED IN ALL DISTURBED AREAS WHICH ARE NOT DESIGNATED FOR PAVING, UNDERGROUND UTILITY, OR STRUCTURAL USES. SUCH AREAS SHALL NOT BE EXPOSED FOR LONGER THAN 30 DAYS. TEMPORARY VEGETATIVE COVER SHALL BE IN ACCORDANCE WITH PGS. 111-211 - 111-214 OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK. TEMPORARY VEGETATIVE COVER SHALL BE ELIMINATED IN FAVOR OF FINAL VEGETATIVE COVER IF CONSTRUCTION CONDITIONS PERMIT AND THE CONTRACTOR IS SO DIRECTED BY THE OWNER OR HIS AUTHORIZED REPRESENTATIVE. APPLY FERTILIZER AND MULCH IN ACCORDANCE WITH NOTE 16.
9. ALL AREAS DESIGNATED FOR PAVING, UNDERGROUND UTILITIES AND STRUCTURAL USE SHALL BE STABILIZED AS SOON AS PRACTICAL BUT NOT EXCEEDING 30 DAYS FOLLOWING INSTALLATION. NO MORE THAN 300' OF SANITARY SEWER OR STORM SEWER ARE TO BE OPEN AT ANY ONE TIME. BASE COURSE MATERIAL SHALL BE PLACED IN ALL PARKING AND STREET AREAS WITHIN 30 DAYS OF FINAL GRADING.
10. ALL STORM WATER MANAGEMENT FACILITIES INCLUDING EROSION CONTROL STONE ARE TO BE INSTALLED AND MADE OPERATIONAL WITHIN 30 DAYS FOLLOWING THE START OF CLEARING OPERATIONS WITH APPROVED SEDIMENT BASIN. THE INSTALLATION OF DRAINAGE FACILITIES SHALL TAKE PRECEDENCE OVER ALL OTHER UNDERGROUND UTILITIES. THIS DRAINAGE FACILITIES PLAN MUST BE REVIEWED WITH THE JAMES CITY COUNTY DEPARTMENT OF PUBLIC WORKS PRIOR TO CONSTRUCTION.
11. SEDIMENT TRAPS OR BALED STRAW ARE TO BE INSTALLED AT THE PERIMETER OF ALL DROP INLETS AS SOON AS PRACTICAL DURING THE CONSTRUCTION OF SAME.
12. OUTFALL DITCHES FROM DRAINAGE STRUCTURES SHALL BE STABILIZED WITH EROSION CONTROL STONE (VOM STD. EC-1) DURING CLEARING.
13. FINAL VEGETATIVE COVER SHALL BE PROVIDED IN ACCORDANCE WITH NOTES 15 AND 16. BASKINS AND OTHER TEMPORARY EROSION CONTROL MEASURES ARE TO BE REMOVED ONLY WHEN ALL AREAS ARE STABILIZED.
14. THE SOLE PURPOSE OF THE ABOVE MEASURES IS TO PREVENT AND CONTROL EROSION AND SUBSEQUENT DOWNSTREAM SEDIMENT TRANSPORT. ANY MEASURE NOT SPECIFICALLY OUTLINED ABOVE WHICH WILL ACCOMPLISH THIS PURPOSE IS HEREBY EXPRESSLY IMPLIED. THE CONTRACTOR IS REFERRED TO THE "VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK" FOR FURTHER DETAILS.
15. PERMANENT SEEDING SHALL BE IN ACCORDANCE WITH PGS. 111-215 - 111-230 OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK. SOODING SHALL BE IN ACCORDANCE WITH PGS. 111-231 - 111-240.
16. APPLICATION RATES FOR LIME, FERTILIZER, AND MULCH SHALL BE AS SPECIFIED IN PGS. 111-200 - 111-230 OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK. THE FOLLOWING ARE MINIMUM REQUIREMENTS:

LIME	4000 LBS/AC
FERTILIZER	1000 LBS OF 10/10/10 PER ACRE
MULCH	3000 LBS/AC

- (CE) [Symbol] TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
- (STB) [Symbol] STRAW BALE BARRIER
- (SF) [Symbol] SILT FENCE
- (CRS) [Symbol] CONSTRUCTION ROAD STABILIZATION
- (CD) [Symbol] CHECK DAMS

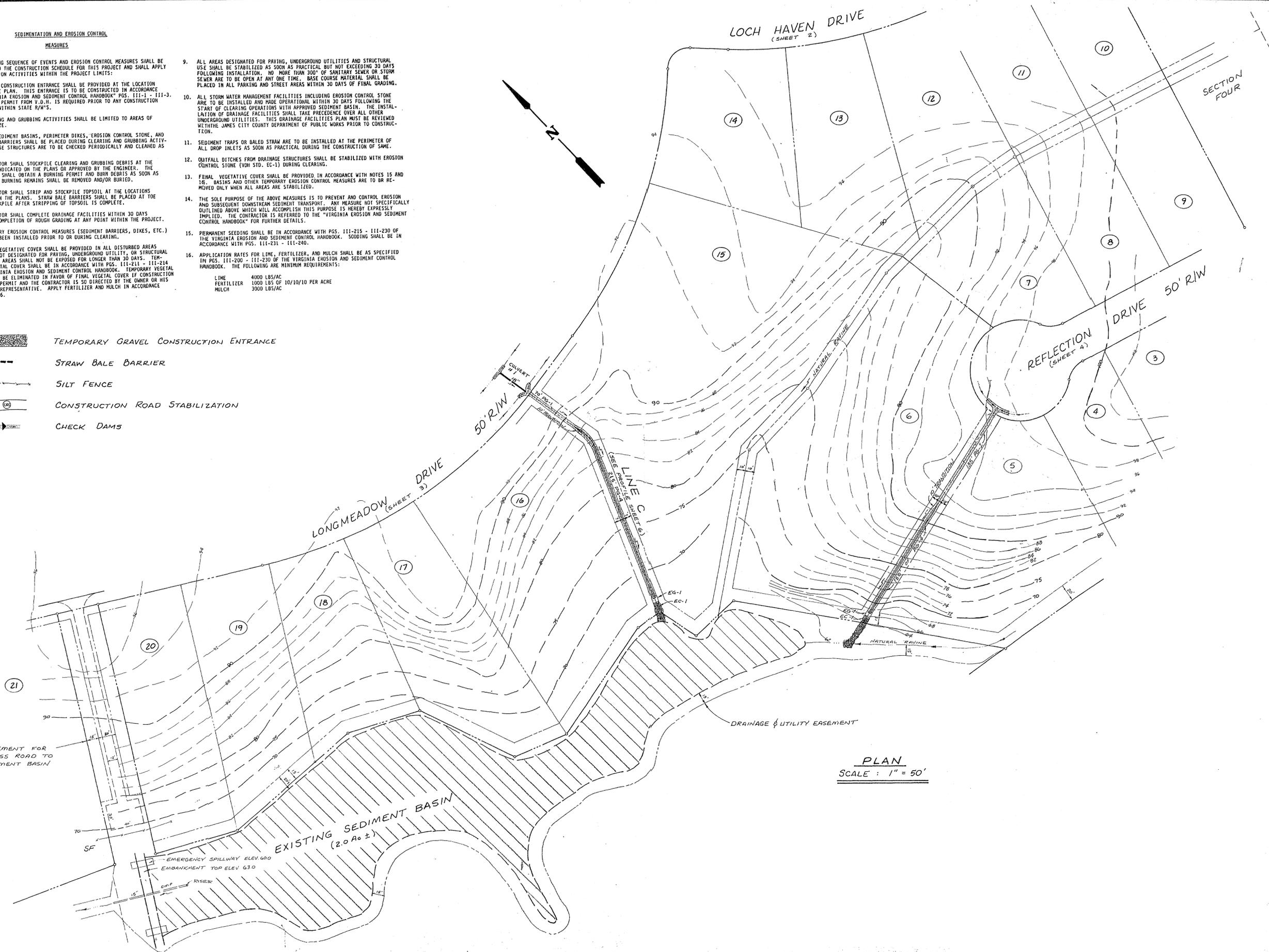
EASEMENT FOR ACCESS ROAD TO SEDIMENT BASIN

EMERGENCY SPILLWAY ELEV. 600
EMBANKMENT TOP ELEV. 630

EXISTING SEDIMENT BASIN
(2.0 A_c ±)

PLAN
SCALE: 1" = 50'

DRAINAGE & UTILITY EASEMENT



REV. 7-1-87

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

DATE MAY 21, 1987
DESIGNED DC
DRAWN TS
CHECKED LE

1840307

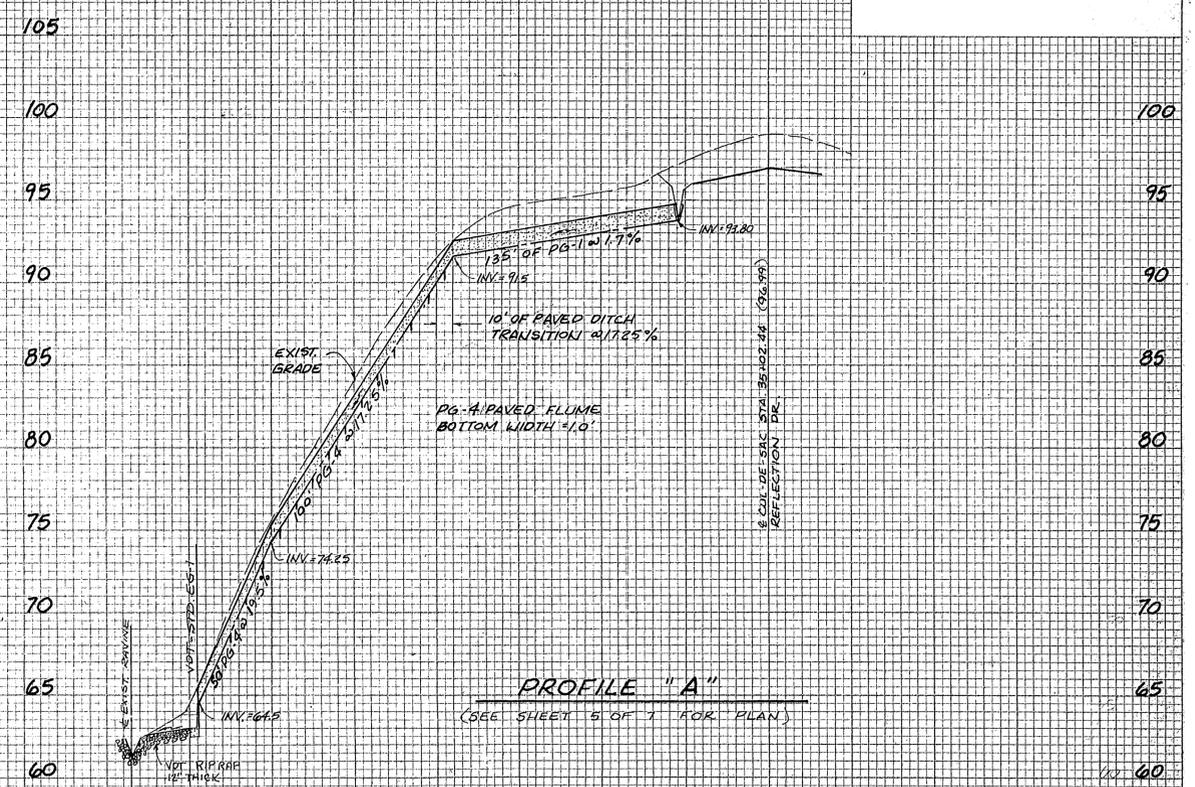
5 of 7

SEDIMENT BASIN
MIRROR LAKES ESTATES
SECTION 5
JAMES CITY COUNTY
VIRGINIA

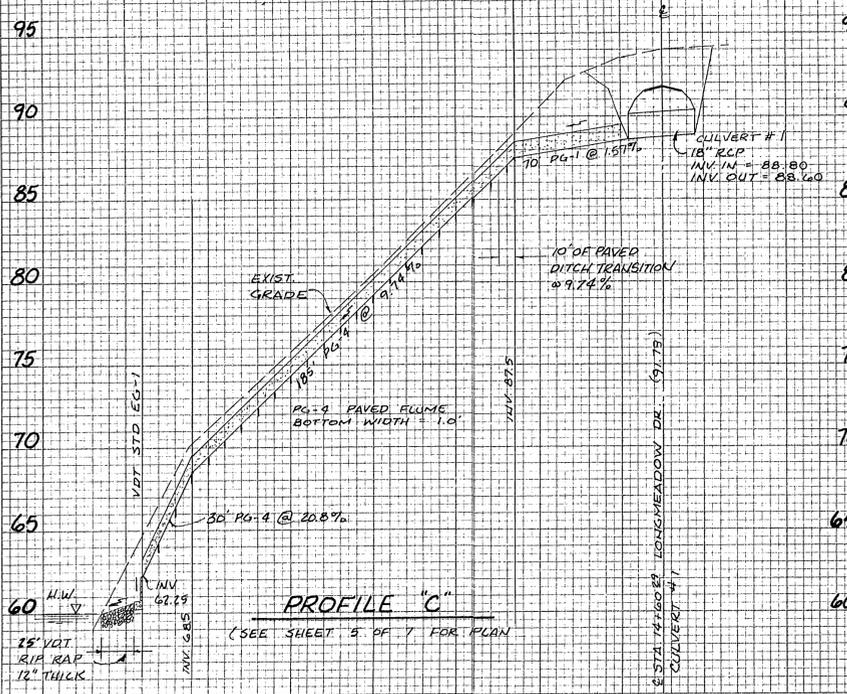
REV. 7-1-87 8-3-87 8-25-87
AS-BUILT 5/18/88

DATE	
BY	
REVIEWED	
PROJECTED	
NOTED BOOK	
NO. DRAWN CHECKED	

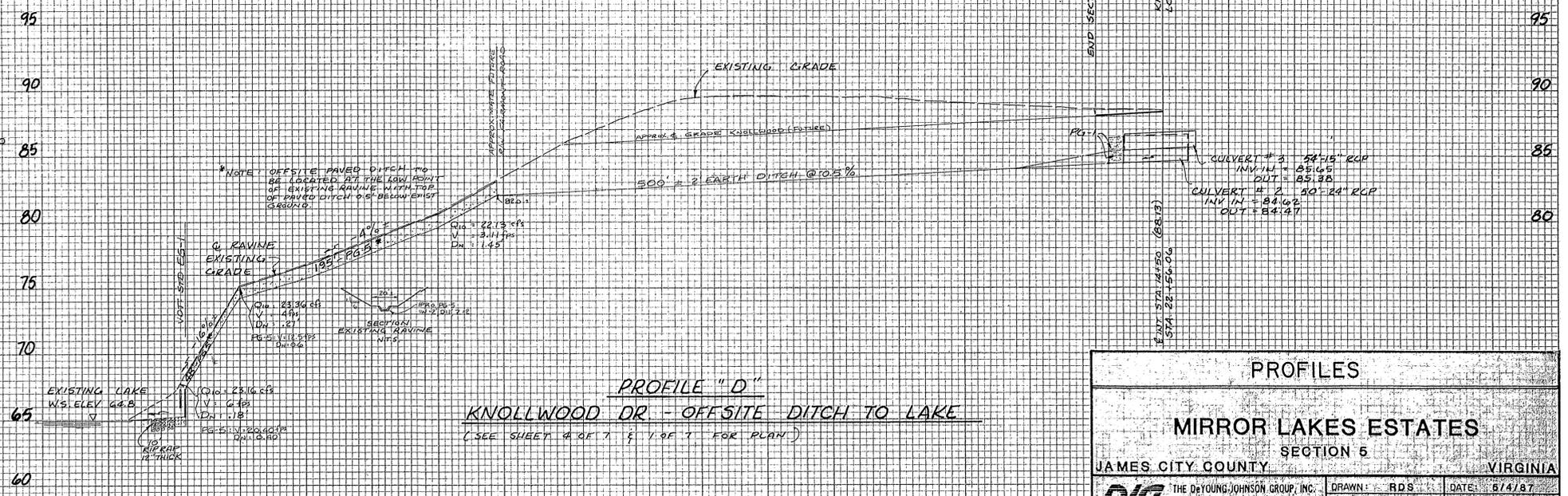
DATE	
BY	
REVIEWED	
PROJECTED	
NOTED BOOK	
NO. DRAWN CHECKED	



PROFILE "A"
(SEE SHEET 5 OF 7 FOR PLAN)



PROFILE "C"
(SEE SHEET 5 OF 7 FOR PLAN)



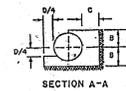
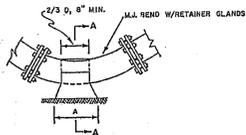
PROFILE "D"
KNOLLWOOD DR - OFFSITE DITCH TO LAKE
(SEE SHEET 4 OF 7 & 1 OF 1 FOR PLAN)

SCALE: 1" = 50' HORIZ.
1" = 5' VERT.

PROFILES			
MIRROR LAKES ESTATES			
SECTION 5			
JAMES CITY COUNTY		VIRGINIA	
THE D'YOUNG JOHNSON GROUP, INC. ENGINEERS - ARCHITECTS - SURVEYORS P. O. Box 197 WILLIAMSBURG, VA 23187 (804) 253-0873 (804) 874-5015		DRAWN: RDS	DATE: 6/1/87
DESIGNED: DC	JOB NO: 1840307	CHECKED:	SHEET NO: 6
SCALE: NOTED	OR:	REV: 7-1-87 REV: 8-3-87 AS-BUILT 5/18/88	

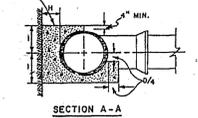
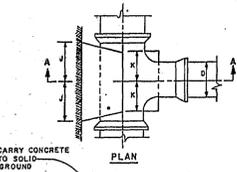
BEND	6"	8"	10"	12"	16"	20"	24"	30"	36"
1/64'									
1/32'									
1/16'									
1/8'									
1/4'									

NOTES:
 1. ALL CONCRETE TO BE 3000 P.S.I.
 2. BUTTRESS DIMENSIONS SHOWN ARE MINIMUM DIMENSIONS BASED UPON SOIL BEARING PRESSURE OF 3000 P.S.I. AND STATIC WATER PRESSURE IS LESS THAN 3000 P.S.F. SPECIAL BUTTRESS DESIGN IS REQUIRED.



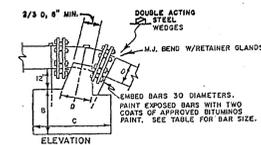
BUTTRESS FOR HORIZONTAL BENDS

1. ALL CONCRETE TO BE 3000 P.S.I.
 2. BUTTRESS DIMENSIONS SHOWN ARE MINIMUM DIMENSIONS BASED UPON SOIL BEARING PRESSURE OF 3000 P.S.F. AND STATIC WATER PRESSURE IS LESS THAN 3000 P.S.F. SPECIAL BUTTRESS DESIGN IS REQUIRED.

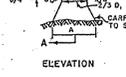
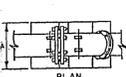


SIZE OF BRANCH	6"	8"	10"	12"	16"	20"	24"	30"	36"
D									
H									
J									
K									

BUTTRESS FOR TEES



SIZE	1/64	1/32	1/16	1/8
6"				
8"				
10"				
12"				
16"				
20"				
24"				
30"				
36"				

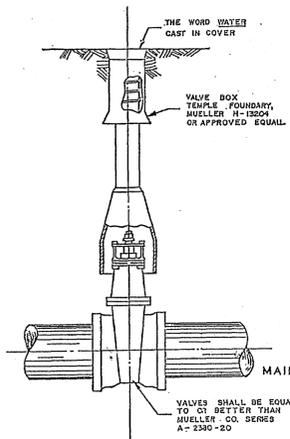


BUTTRESSES AND ANCHORAGES FOR VERTICAL BENDS

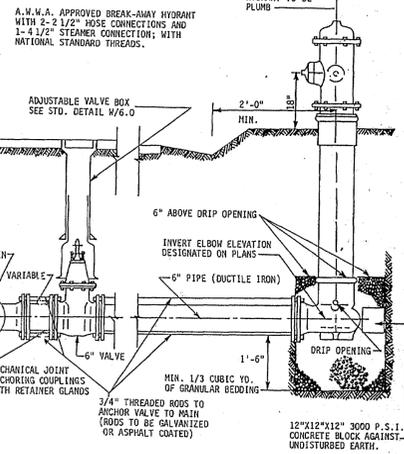
NOTES: 1. ALL CONCRETE TO BE 3000 P.S.I.
 2. BUTTRESS DIMENSIONS SHOWN ARE MINIMUM DIMENSIONS BASED UPON SOIL BEARING PRESSURE OF 3000 P.S.F. AND STATIC WATER PRESSURE IS LESS THAN 3000 P.S.F. SPECIAL BUTTRESS DESIGN IS REQUIRED.

BEND	6"	8"	10"	12"	16"	20"	24"	30"	36"
1/64'									
1/32'									
1/16'									
1/8'									
1/4'									

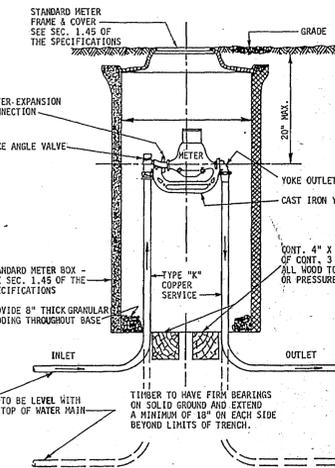
BEND	6"	8"	10"	12"	16"	20"	24"	30"	36"
1/64'									
1/32'									
1/16'									
1/8'									
1/4'									



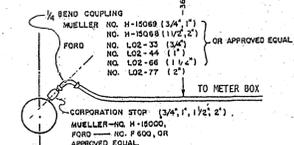
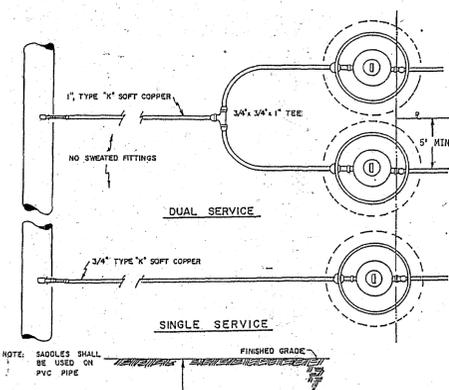
TYPICAL GATE VALVE AND VALVE BOX



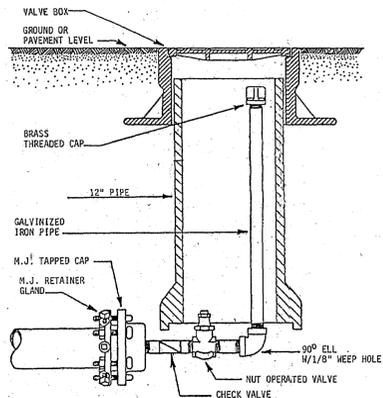
FIRE HYDRANT SETTING



TYPICAL 5/8", 3/4", 1" METER SETTING

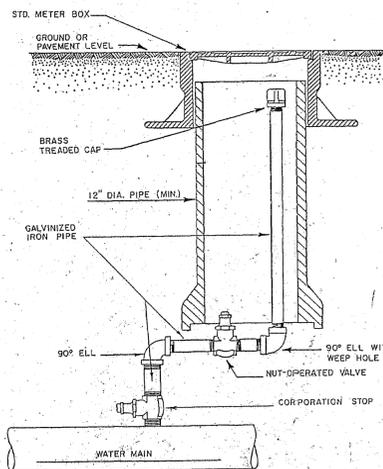


DUAL AND SINGLE SERVICE INSTALLATION



NOTE:
 1. 1/2" MATERIAL TO BE USED ON 4" MAINS OR SMALLER.
 2. MATERIAL TO BE USED ON MAINS AND LARGER.

DEAD-END BLOW-OFF



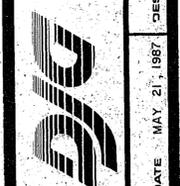
GENERAL NOTES:
 1. 1/2" MATERIAL TO BE USED ON 4" MAINS OR SMALLER.
 2. TAPPING SADDLES SHALL BE USED ON PIPE, DUCTILE IRON PIPE MAY BE DIRECT TAPPED.

MANUAL AIR RELEASE DETAIL

NOTE: ALL STANDARD DETAILS PROVIDED BY JAMES CITY SERVICE AUTHORITY

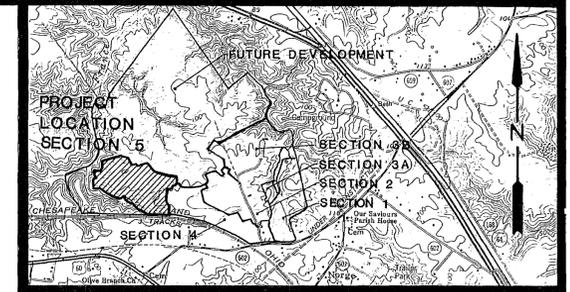
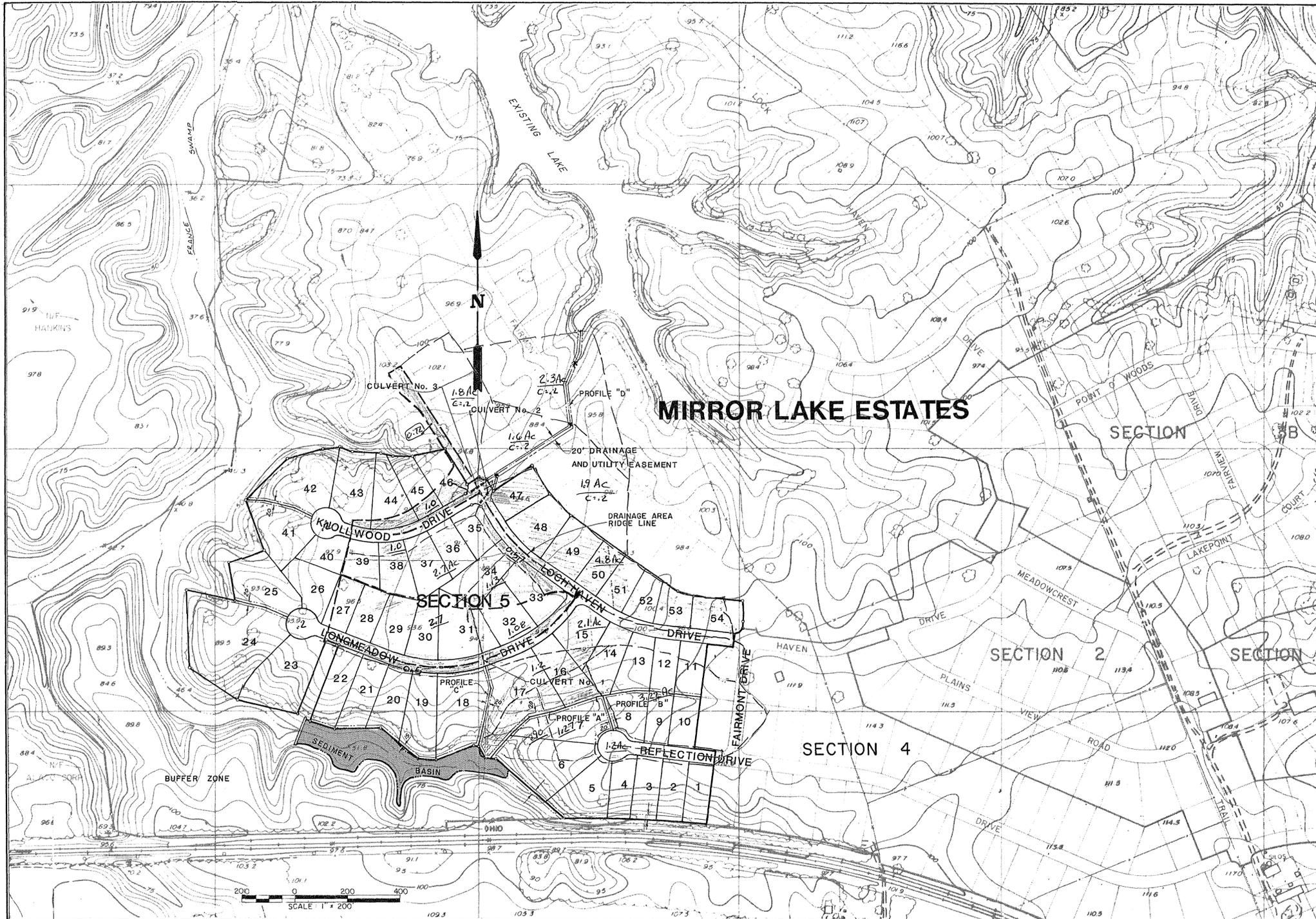
STANDARD WATER DETAILS
 MIRROR LAKE ESTATES
 SECTION 5
 JAMES CITY COUNTY, VIRGINIA

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



1840307

7 of 7



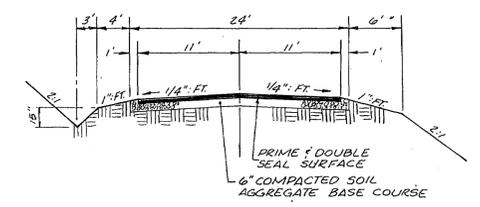
VICINITY MAP SCALE: 1"=2,000'

NOTES:

- All water lines to be furnished & installed in accordance with specifications of James City County Service Authority.
- All utilities to be underground - the contractor shall be responsible for locating or verifying existing underground utility locations.
- Water line mains to be PVE, ASTM Spec. D 2241, 4", 6" and 8".
- Valve and meter to be installed at each lot in accordance with James City Service Authority Specifications.
- Minimum cover for water line main to be 36".
- The contractor shall submit a list of materials for approval to the James City Service Authority. Prior to ordering and installation of same.
- Utility contractors shall observe all appropriate erosion and sediment control measures shown on the plan.
- Upon completion, testing and acceptance, the water line main shall be dedicated to the James City Service Authority.
- As-built drawings shall be provided to the department of public works upon completion of the project, by the contractor.
- All water connections shall be installed by the developer. Water meters shall be furnished (or paid for) by the owner and installed by James City Service Authority.
- Excavation, trenching, testing and backfilling shall be in accordance with the current of AWMA C 600-77.
- Disinfection of water lines shall be in accordance with the current revision of AWMA C 601-68.
- Pressure and leakage testing of all water lines shall be required and conducted in accordance with AWMA C 600-77 or as required by James City Service Authority.
- At least two consecutive satisfactory bacteriological samples must be obtained from the distribution system at 24 hour intervals before the system can be placed into operation.
- All non-metallic underground utility lines shall be installed with "Terra Tape" or equal for future location by magnetic devices.

ROAD CONSTRUCTION NOTES

- ALL ROADS AND DRAINAGE FACILITIES SHOULD BE CONSTRUCTED IN ACCORDANCE WITH CURRENT REGULATIONS, SPECIFICATIONS AND STANDARDS, AND SUBDIVISION STREET REQUIREMENTS OF THE VDHST.
- STANDARD PE-1 ENTRANCES WITH 24" OF 15" CONCRETE CULVERT PIPE SHALL BE REQUIRED FOR ALL DRIVEWAYS.
- ALL SHOULDERS, DITCHES AND BACKSLOPES MUST BE STABILIZED PRIOR TO ACCEPTANCE OF ROADS INTO THE STATE SECONDARY ROAD SYSTEM.
- THE ROAD CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL ITEMS OF ROAD WORK & DRAINAGE WITH EXISTING AND PROPOSED UNDERGROUND UTILITIES (POWER, WATER, SEWER AND TELEPHONE) SUCH THAT NO DUPLICATION OF WORK EFFORT IS INCURRED.
- UPON COMPLETION, INSPECTION AND ACCEPTANCE, ALL ROADS AND DRAINAGE FACILITIES SHALL BE DEDICATED TO THE VIRGINIA DEPARTMENT OF HIGHWAYS & TRANSPORTATION IN THE STATE SECONDARY ROAD SYSTEM.
- ALL ITEMS OF ROADWORK AND DRAINAGE NECESSARY FOR THE ROADS TO BE ACCEPTED INTO THE STATE SECONDARY ROAD SYSTEM, WHETHER WRITTEN ON THESE PLANS OR NOT ARE HEREBY EXPRESSLY IMPLIED. NO OMISSIONS, ERRORS OR OVERSIGHTS ON THE PART OF THE ENGINEER OR OWNER SHALL DETRACT FROM THE CONTRACTOR'S RESPONSIBILITY OF COMPLETING ALL ITEMS OF ROADWORK & DRAINAGE SATISFACTORY IN EVERY RESPECT TO JAMES CITY COUNTY AND THE VIRGINIA DEPARTMENT OF HIGHWAYS & TRANSPORTATION.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE ROAD CONTRACTOR.
- LATERAL UNDERDRAINS MAY BE REQUIRED WHERE FIELD CONDITIONS WARRANT. A CHANGE ORDER FOR SAME WILL BE EXECUTED IF REQUIRED BY VDHST, THE ENGINEER, COUNTY OR OWNER.
- PAVED DITCHES MAY BE REQUIRED WHERE FIELD CONDITIONS WARRANT. GENERALLY, ALL DITCHES WITH SLOPES EXCEEDING 3% SHALL BE PAVED UNLESS OTHERWISE APPROVED BY THE ENGINEER, OWNER, VDHST AND THE LOCAL GOVERNING BODY.



TYPICAL ROAD SECTION
NOT TO SCALE
DRAINAGE AREA
MARKUP FOR D. COOK



THE DEYOUNG-JOHNSON GROUP, INC.
ENGINEERS · ARCHITECTS · SURVEYORS

P.O. BOX 197 WILLIAMSBURG, VIRGINIA 23187 (804) 253-0673

INDEX OF SHEETS

- COVER SHEET & STORM DRAINAGE
- LOCH HAVEN DRIVE
- LONGMEADOW DRIVE
- REFLECTION DRIVE & KNOLLWOOD DRIVE
- SEDIMENT BASIN & EROSION CONTROL NOTES
- OUTFALL DITCH PROFILES
- STANDARD WATER DETAILS

STATISTICAL DATA

ZONING: A-2 LIMITED AGRICULTURAL
MINIMUM LOT SIZE = 20,000 S.F.
PUBLIC WATER DISTRIBUTION SYSTEM
SEPTIC TANK / DRAINFIELD SYSTEM
MINIMUM BUILDING SETBACK:
FRONT / REAR = 35'
SIDE = 15'

MINIMUM LOT WIDTH AT FRONT SETBACK
LOTS ≤ 43,560 S.F. = 100'
LOTS > 43,560 S.F. = 150'
TOTAL AREA OF SECTION 5 = 2,008,027.823 S.F./46.098 AC.
TOTAL NUMBER OF LOTS = 54
AREA OF R/W = 198,981.135 S.F. / 4.568 AC.
LOT AREA = 1,721,491.088 S.F./ 39.520 AC.

AVERAGE LOT SIZE = 31,879 S.F.
AREA OF SEDIMENT BASIN = 2.01 AC.
TAX MAP NO. (13-4) (1-13)

Frances Geissler

From: RC & Terri Hudgins [wndynoll@widomaker.com]
Sent: Tuesday, May 05, 2009 8:19 PM
To: Frances Geissler
Cc: Rick Hall; Tressell Carter; Angela King
Subject: Re: Mirror Lakes Estates Association

Ms. Geissler,

I am the Neighborhood Connections Contact for Mirror Lake Estates. We moved here in the fall of 1996 and the Homeowners Association was not in existence at that time. The last individual listed as the President of the Homeowners Association at the State Corporation Commission was Mr. Ray Nice and he no longer lives in the neighborhood.

I had been contacted by a gentleman from the County by phone concerning the issue with the stormwater pond in recent months.

As there is no Homeowners Association, I do not know what to suggest to you.

Terri Hudgins
111 Knollwood Drive
Williamsburg, VA 23188-7059
cell: 757-561-4466

Frances Geissler wrote:

Dear Mrs. Hudgins: I believe that we have spoken in the past about the drainage system in Mirror Lakes Estates. Today, I'm writing you because yours is the name listed on the County's website as the contact person for the Mirror Lakes Estates neighborhood association. You may know that there is a stormwater pond at the end of Nice Rd that needs some maintenance. About a month ago the water level in the pond was close to overtopping the dam. Since then JCC Stormwater Division staff have been working to keep the outfall of the pond flowing.

We would like to work with the neighborhood association to get the needed repairs completed. Can you direct me to the right folks in the association? Also, we've heard that the neighborhood association is no longer functioning.

Any information you can provide would be really helpful. I can be reached at the number below. If you can't get me, feel free to contact Rick Hall, Stormwater Specialist, since he is most familiar with the pond. He can be reached at 259-1443.

Thank you for your time – we really appreciate your help.

Sincerely,

Fran Geissler
Stormwater Director
James City County

287 McLaws Cr Suite 1
Williamsburg, VA 23185
fgeissler@james-city.va.us
757-259-1460
757-259-5833 fax

Contact MS ~~with~~ Hodges
Does she know how or why it
dissolved
Look up current

David Greshamer

From: David Greshamer
Sent: Tuesday, March 10, 2009 10:47 AM
To: Frances Geissler
Cc: Wayland Bass; Darryl Cook
Subject: WC048 Mirror Lakes

I received a drainage complaint, per Environmental, for 103 Nice Drive in Mirror Lakes concerning the water backup from the BMP behind their house. I investigated and found the part of the dam is blowing out, the BMP is flooded and no riser is visible. I contacted the HOA rep, and they stated that there was not an active HOA, and that there was some question of ownership at this time. Real Estate shows that this belongs to the Mirror Lakes HOA and there is a Maintenance agreement. I took pictures and they are on the share drive under Stormwater drainage complaint photos. I have contacted Environmental to see if they had any correspondence or paperwork in reference to a similar circumstance in 2003/2004.

I'm not sure which direction to take at this time, and am awaiting your guidance on how to proceed.

Thanks

Dave

March 6, 2003

Mr. Daniel Nice
Beechwood Company
13127 Warwick Boulevard
Newport News, VA 23602

RE: Mirror Lakes, Section 5

Dear Mr. Nice:

It has come to our attention that sometime during a storm event in the month of September, 1993, the embankment for the runoff control structure in the above project failed. The southwest end of the embankment washed out causing sediment and other debris to be transported downstream. Consequently, the basin is no longer performing its intended water quality function and must be repaired.

We can only speculate on the cause of failure. However, as we were unable to locate the riser, it appears that it either became clogged or fell over prohibiting flow through the principal spillway and causing flow to go through the emergency spillway. The failure occurred in the emergency spillway on the southwest end.

In accordance with the Inspection and Maintenance Agreement executed between Beechwood Company and James City County for this project and structure, the structure must be repaired and returned to its proper working condition. The embankment and both spillways must be reconstructed. Please contact me stating your time frame for completion of the work. We have access to the construction plans for the dam, so please feel free to contact us if you need assistance determining the required repairs or if we can be of any other assistance.

Sincerely,

Darryl E. Cook
Development Engineer

Date

Name

Address

City, St Zip

RE: Inspection of Wet Detention Pond

Dear Mr(s). *Name*:

On *date*, the City of Greensboro Storm Water Services completed an inspection of the wet detention pond in your ownership located at *address*. State and local regulations require an annual inspection of all wet detention ponds to ensure the safety and proper function of those ponds. This inspection focused on key structural components, sediment capacity, and maintenance practices of the pond.

The inspection found that the following items are required to restore and/or enhance the safety or effectiveness of the pond. The City of Greensboro allows the following items to be completed within 90 days from the date of this letter. Please complete all items on or before (*DATE*).

- *Remove all woody vegetation from dam and spillway.*
- *Remove burrowing animals from dam and/or spillway.*
- *Remove sediment from pond to original engineering design specifications.*
- *Any other issue relating to safety or primary effectiveness of the pond.*

Proper operation and routine maintenance are a vital part of ensuring the safety and effectiveness of your wet detention pond. If you should have any questions or comments concerning the required items or the time frame, please feel free to contact me at 373-####.

Sincerely,

Inspectors name, Title
Storm Water Services

Cc: David Phlegar, Monitoring Coordinator
John Malueg, Storm Water Services Manager
watershed file

Attachment #5a

Final letter - work completed w/ follow up inspection

RANDALL HUGGINS .
111 KNOLLWOOD DR .
NONMANDATORY 23188 .
(566-3425) Non active
1 year

GPIN 1330500001A
MIRROR LAKE ASSOCIATION
(SECS MIRROR LAKE)
P.O. BOX 582
NORFOLK, VA 23127-0582

Date Record Created:

WS_BMPNO:

WC048

Print Form

Created By:

WATERSHED WC

BMP ID NO 048

PLAN NO

TAX PARCEL

PIN NO 1330500001A

CONSTRUCTION DATE

PROJECT NAME Mirror Lake Estates Sec. 5

FACILITY LOCATION South of 113 Nice Drive (Lot 20, sec 5B)

CITY-STATE Williamsburg, VA

CURRENT OWNER Mirror Lake Association

OWNER ADDRESS PO Box 582

OWNER ADDRESS 2

CITY-STATE-ZIP CODE Norge, VA 23127

OWNER PHONE

MAINT AGREEMENT Yes

EMERG ACTION PLAN No

**PRINTED ON:
Friday, March 12, 2010
12:53:09 PM**

MAINTENANCE PLAN No

SITE AREA acre

LAND USE Limited Residential

old BMP TYP Wet Pond

JCC BMP CODE A2 Wet Pond

POINT VALUE

SVC DRAIN AREA acres 45

SERVICE AREA DESCRI

IMPERV AREA acres

RECV STREAM

EXT DET-WQ-CTRL No

WTR QUAL VOL acre-ft

CHAN PROT CTRL No

CHAN PROT VOL acre-ft

SW/FLOOD CONTROL No

GEOTECH REPORT No

CTRL STRUC DESC CMP Riser

CTRL STRUC SIZE inches

OTLT BARRL DESC CMP Barrel

OTLT BARRL SIZE inch 15

EMERG SPILLWAY No

DESIGN HW ELEV 63

PERM POOL ELEV

2-YR OUTFLOW cfs 0.00

10-YR OUTFLOW cfs 0.00

REC DRAWING No

CONSTR CERTIF No

LAST INSP DATE 12/12/2001 Inspected by:

INTERNAL RATING 1

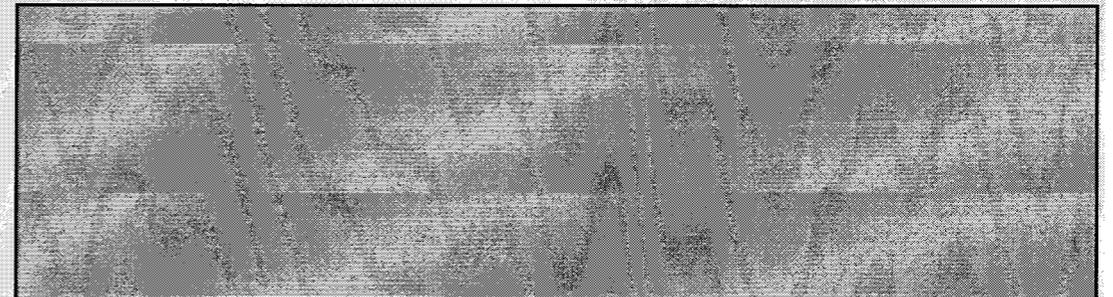
MISC/COMMENTS

2 ac. size pool. Embankment is failed.

Get Last BMP No

Return to Menu

Additional Comments:



Commonwealth of Virginia



State Corporation Commission

Enter

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WEB#140

TCP00818 CISM8005

CIS

NAME SEARCH ALL ENTITIES (EXCLUDING GP)

05/08/09

13:11:44

PAGE: 1

SEARCH NAME: MIRRORMEMORIESLTD

GO TO PAGE:

ENTITY-ID	ENTITY NAME
1: 0286264-7	MIRROR LAKE ASSOCIATION
2: S250988-5	MIRROR LEADERSHIP LLC
3: 0314851-7	MIRRORLITE CORPORATION
4: 0162393-3	MIRROR MAGIC, INC.
5: 0437187-8	MIRROR MAZE
6: 0437187-8	MIRROR MAZE, INC.
7: 0546885-5	MIRROR MEMORIES, LTD.

DIRECTION: F

STATUS/DATE

PURGED

09/30/05

ACTIVE

02/29/08

PURGED

09/30/98

PURGED

12/31/85

FICTITIOUS

04/25/95

TERM(AUTO

03/31/08

PURGED

03/31/07

COMMAND:

NOTE: Function Key usage varies depending on the Application Screen. For specifics, refer to Function Key Documentation.

Commonwealth of Virginia



State Corporation Commission

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CIS0010 - REQUESTED CORPORATION WAS NOT FOUND
WEB#140 CIS
TCP00818 CISM3050 REGISTERED AGENT INQUIRY

05/08/09
13:09:45

CORP ID: 0286264 - 7 CORP STATUS:
CORP NAME: MIRROR LAKE ASSOCIATION

CURRENT REGISTERED AGENT:
NAME:
STREET:

CITY: STATE: ZIP:
STATUS: EFF DATE: LOC:

OLD REGISTERED AGENT:
NAME:
STREET:

CITY: STATE: ZIP:
STATUS: EFF DATE: LOC:
COMMAND:

NOTE: Function Key usage varies depending on the Application Screen.
For specifics, refer to Function Key Documentation.

Commonwealth of Virginia



State Corporation Commission

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CIS0010 - REQUESTED CORPORATION WAS NOT FOUND

WEB#140

CIS

05/08/09

TCP00818 CISM0180

CORPORATE DATA INQUIRY

13:08:00

CORP ID: 0286264 - 0 STATUS: STATUS DATE:

CORP NAME: [Redacted]

DATE OF CERTIFICATE: PERIOD OF DURATION: INDUSTRY CODE:

STATE OF INCORPORATION: STOCK INDICATOR:

MERGER IND: CONVERSION/DOMESTICATION IND:

GOOD STANDING IND: MONITOR INDICATOR:

CHARTER FEE: CASE NO: CASE STATUS: HEARING DTE:

R/A NAME:

STREET: AR RTN MAIL:

CITY: STATE : ZIP:

R/A STATUS: EFF. DATE: LOC.:

ACCEPTED AR#: DATE: STATUS: ASSESSMENT INDICATOR:

CURRENT AR#: 000 00 0000 DATE: STATUS: ASSESSMENT INDICATOR:

YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES

00

COMMAND: [Redacted]

NOTE: Function Key usage varies depending on the Application Screen. For specifics, refer to Function Key Documentation.

DMP # WCU48

Mirror Lakes

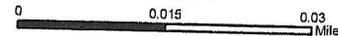
Sub-division Section 5B

Maint. AGREEMENT: Y James City County - Stormwater Division



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. If discrepancies are found, please contact the Real Estate Assessment Division of James City County, Mapping/GIS Section.

1 inch = 97 feet



Printed 5/10/09 AMK

PIN	TaxAcct
1330500001A	507274

SUBNAME
Mirror Lakes Estates

ELEC DIST	sdz	NeiNum name	sdz name
Stonehouse	14100	Common Area - HOA or OA (Zero	Mirror Lake Estates

PSA	Zoning	ZoneDesc
Yes	R1	R1 Limited Residential

GIS Acres	LegalAc	Legal1
3.52	3.58	

DistNum		
1		3 58 AC SEDIMENT BASIN & DAM S-5 MIRROR LAKE

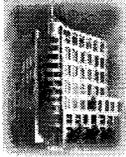
Owner1	MailAddr	MailCity	MailStat	MailZip
MIRROR LAKE ASSOCIATION	P O BOX 582	NORGE	VA	231270582

LocAddr	LocCity	LocState	LocZip
113 A NICE DRIVE	WILLIAMSBURG	VA	231887030

Sale1D	Sale1Amt	Doc1Num
0000	0	766 311

Researched 5/6/09

Commonwealth of Virginia



State Corporation Commission

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WEB#140

CIS

05/08/09

TCP00818 CISM8005

NAME SEARCH ALL ENTITIES (EXCLUDING GP)

13:11:44

PAGE: 1

SEARCH NAME: MIRRORMEMORIESLTD

GO TO PAGE: []

DIRECTION: F

ENTITY-ID ENTITY NAME

STATUS/DATE

1: 0286264-7 MIRROR LAKE ASSOCIATION

PURGED

09/30/05

2: S250988-5 MIRROR LEADERSHIP LLC

ACTIVE

02/29/08

3: 0314851-7 MIRRORLITE CORPORATION

PURGED

09/30/98

4: 0162393-3 MIRROR MAGIC, INC.

PURGED

12/31/85

5: 0437187-8 MIRROR MAZE

FICTITIOUS

04/25/95

6: 0437187-8 MIRROR MAZE, INC.

TERM(AUTO

03/31/08

7: 0546885-5 MIRROR MEMORIES, LTD.

PURGED

03/31/07

COMMAND: []

Tonia Davis
9-1-804-371-9967

Entity ID = 0286264-17

NOTE: Function Key usage varies depending on the Application Screen. For specifics, refer to Function Key Documentation.

Commonwealth of Virginia



State Corporation Commission

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CIS0010 - REQUESTED CORPORATION WAS NOT FOUND
WEB#140 CIS
TCP00818 CISM0180 CORPORATE DATA INQUIRY

05/08/09
13:08:00

CORP ID: 0286264 - 0 STATUS: STATUS DATE:

CORP NAME:

DATE OF CERTIFICATE: PERIOD OF DURATION: INDUSTRY CODE:
STATE OF INCORPORATION: STOCK INDICATOR:
MERGER IND: CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: MONITOR INDICATOR:
CHARTER FEE: CASE NO: CASE STATUS: HEARING DTE:
R/A NAME:

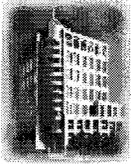
STREET: AR RTN MAIL:

CITY: STATE : ZIP:
R/A STATUS: EFF. DATE: LOC.:
ACCEPTED AR#: DATE:
CURRENT AR#: 000 00 0000 DATE: STATUS: ASSESSMENT INDICATOR:
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
00

COMMAND:

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For specifics, refer to Function Key Documentation.

Commonwealth of Virginia



State Corporation Commission

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CIS0010 - REQUESTED CORPORATION WAS NOT FOUND
WEB#140 CIS
TCP00818 CISM3050 REGISTERED AGENT INQUIRY

05/08/09
13:09:45

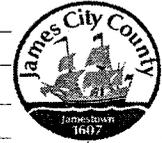
CORP ID: 0286264 - 7 CORP STATUS:
CORP NAME: MIRROR LAKE ASSOCIATION

CURRENT REGISTERED AGENT:
NAME:
STREET:
CITY: STATE: ZIP:
STATUS: EFF DATE: LOC:

OLD REGISTERED AGENT:
NAME:
STREET:
CITY: STATE: ZIP:
STATUS: EFF DATE: LOC:
COMMAND:

NOTE: Function Key usage varies depending on the Application Screen.
For specifics, refer to Function Key Documentation.

DRAFT James City County Perennial Stream Protocol



DRAFT					
Date:	Project:				
Evaluator:	Evaluation Point:				
	<u>Indicator Type</u>				
A. Geomorphology (Subtotal =)		<u>Absent</u>	<u>Weak</u>	<u>Moderate</u>	<u>Strong</u>
1. Continuous Bed and Bank *	Primary	0	1	2	3
2. Sinuosity	Secondary	0	0.5	1	1.5
3. In channel structure: riffle-pool sequence	Primary	0	1	2	3
4. Soil texture *	Secondary	0	0.5	1	1.5
5. Floodplain/Bankfull Bench	Secondary	0	0.5	1	1.5
6. Recent alluvial deposits *	Secondary	0	0.5	1	1.5
B. Hydrology (Subtotal =)					
7. Groundwater discharge	Secondary	0	0.5	1	1.5
8. Leaf litter (inverse relationship)	Secondary	1.5	1	0.5	0
9. Flowing water in channel	Primary	0	1	2	3
10. Yorktown Formation - exposed w/flow	Primary	0	1	2	3
C. Biology (Subtotal =)					
11. Fibrous roots in channel (inverse rel)	Secondary	1.5	1	0.5	0
12. Rooted plants in channel (inverse rel)	Secondary	1.5	1	0.5	0
13. Fish	Secondary	0	0.5	1	1.5
14. Gilled amphibians	Secondary	0	0.5	1	1.5
15. Macroinvertebrates	Primary	0	1	2	3
16. SAV present in streambed	Primary	0	1	2	3
* This metric must be evaluated with consideration of upstream conditions, primarily check for presence of an upstream stormwater discharge into the reach					
Total Points					
Is the Stream Perennial? YES NO					
Reason:					
Additional Factors on which Determination is Based:					
Soil mottling					
Channel geometry, manmade modifications					
Offsite stormflow inputs					
Periphyton					
Grade control					
Primary Indicator is scored from 0 to 3 points, Secondary Indicator is scored from 0 to 1.5 points unless inverse relationship. If inverse relationship, Secondary Indicator is scored at 1.5 for absent down to 0 points for strong.					

IS THERE A MAINTENANCE AGREEMENT ON THE
BMP WC-048 ?

ENVIRONMENTAL DIVISION CITIZEN COMPLAINT RESPONSE FORM

Complainant's Name: MR. BLARK

Address: 113 NICE DRIVE

Telephone No.: 566-3243

Date Received: 3-3-03

Date Assigned: 3-3-03

Location of Problem: REAR OF 113 NICE DRIVE

Type of Complaint

- Drainage
- Erosion
- Land Disturbing
- Tree Removal
- Sink Hole
- Street Sign
- Street Light
- Other: BMP HAS FAILED.

Inspector Assigned: G.E.L.

Watershed Code: WC

Date Investigated: 3-4-03

Complainant Contacted? Yes No

Field Investigation? Yes No

Follow up Required? Yes No

Results of Investigation:

BMP- WC-048 HAS FAILED. AN ERODED CHANNEL HAS BEEN CUT THROUGH THE ENBANKMENT NEAREST TO THE RAILROAD. THE OUTFALL CHANNEL HAS BEEN RELOCATED DUE TO THIS RECENT EROSION PROBLEM.

WC 048

MIRROR LAKE ESTATES SEC 5

WET POND

South of 113 Nice Drive (Lot 20 sec 5B)

GPIN 1330500001A ✓

SP#: UNKNOWN

BUILT: 5/18/88

OWNER:

MIRROR LAKE ASSOC.

PO Box 582

Norge, VA. 23127-0582

USE: Limited Residential

~~RIP RISE~~

CMP Riser

CMP Barrel 15"

Design High Water (63.0)

Comments: 3.58 AC. SED BASIN & DAM

MIRROR LAKES - BMP - Sect 5

WC-048

Surface Area to top of dam = 2.5 ac \pm

$$2.5 \times 43,560 \text{ ft}^2/\text{ac} \times 1 \text{ ft} \times 7.5 = 816,750 \text{ gal}$$

$$\frac{816,750 \text{ gal}}{24 \text{ hr} \times 60 \text{ min/hr}} = 570 \text{ gpm}$$

6" pipe @ $n = .025$ 10'-head $Q = 1 \text{ cfs}$

$$1 \frac{\text{ft}^3}{\text{sec}} \times \frac{60 \text{ sec}}{1 \text{ min}} \times \frac{7.5 \text{ gal}}{\text{ft}^3} = 450 \text{ gpm}$$





















WC048_MIRROR_LAKE_ESTATES_SEC_5 - 072

3/10/09





000

BOOK 766 PAGE 316
**Mirror Lakes
General
File**

THIS DEED OF GIFT, made this the 7th day of December, 1995,

016475 by and between NICE PROPERTIES CO., a Virginia corporation, party of the first part, as GRANTOR, and MIRROR LAKE ASSOCIATION, a Virginia corporation, party of the second part, as GRANTEE, whose mailing address is Post Office Box 582, Norge, Virginia 23127.

WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the signing, sealing and delivery of this deed, the said party of the first part does hereby grant and convey, with GENERAL WARRANTY, unto the said party of the second part, in fee simple, the following described property, to-wit:

SEE ATTACHED SCHEDULE "A"

TO HAVE AND TO HOLD the said land unto the party of the second part, in fee simple, subject however, to any easements, restrictive covenants and conditions of record applicable to and legally binding upon the said property hereby conveyed.

Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all other genders.

IN WITNESS WHEREOF, the party of the first party has caused these presents to be executed in its corporate name by the appropriate

officer in this behalf first duly authorized, all the day and year hereinbelow written.

NICE PROPERTIES CO.,
a Virginia corporation

BY: *Daniel B. Nice*
Daniel B. Nice, President and
duly authorized agent

STATE OF VIRGINIA
CITY OF NEWPORT NEWS, to-wit:

The foregoing instrument was acknowledged before me this 7th day of December, 1995, by DANIEL B. NICE, President and duly authorized agent of NICE PROPERTIES CO., a Virginia Corporation.

Lucy R. [Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: August 31, 1997

SCHEDULE "A"

ALL THAT certain lot, piece, parcel or tract of land lying, being and situate in the County of James City, Virginia, known and described as "**Sediment Basin & Dam**", containing **28,422 S.F., or 0.65 Ac ±**, being more particularly described hereinafter as follows:

BEGINNING at a point at the northern most corner of Lot Numbered Four (4) of Mirror Lake Estates, Section 3C, which said point of said lot is set out and shown on that certain plat attached hereto, and from the point of beginning thus established running thence in a straight line, in generally a southwesterly direction along the side of said Lot Numbered Four (4), S 65° 23' 18" W a distance of 110.00 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northeasterly direction, N 34° 54' 21" E a distance of 35.03 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northeasterly direction, N 55° 42' 40" E a distance of 70.90 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northerly direction, N 08° 27' 37" E a distance of 23.26 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northeasterly direction, N 45° 19' 40" E a distance of 50.58 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northeasterly direction, N 49° 54' 20" E a distance of 126.71 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northwesterly direction, N 32° 55' 47" W a distance of 80.08 feet ± to a point marked by an iron rod; running thence in a straight line, in generally an easterly direction, N 89° 23' 37" E a distance of 44.52 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a southeasterly direction, S 63° 29' 57" E a distance of 51.06 feet ± to a point marked by an iron rod; running thence in a straight line, in generally an easterly direction, N 86° 35' 10" E a distance of 83.08 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a southeasterly direction, S 29° 13' 33" E a distance of 40.00 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a southwesterly direction, S 37° 16' 11" E a distance of 63.66 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a southwesterly direction, S 62° 50' 34" W a distance of 108.92 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a southwesterly direction, S 34° 08' 57" W a distance of 36.92 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a southwesterly direction, S 59° 27' 32" W a distance of 31.74 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northwesterly direction, N 28° 05' 20" W a distance of 28.83 feet ± to a point at the northern most corner of Lot Numbered Five (5), which said lot is set out and shown on the aforesaid plat; running thence in a straight line along the rear of said Lot Numbered Five (5), S 49° 55' 46" W a distance of 87.52 feet ± to a point which is the point or place of beginning. The parcel or tract of land hereby conveyed contains approximately 28,422 S.F., or 0.65 acres, and is expressly sold in gross and not by the acre.

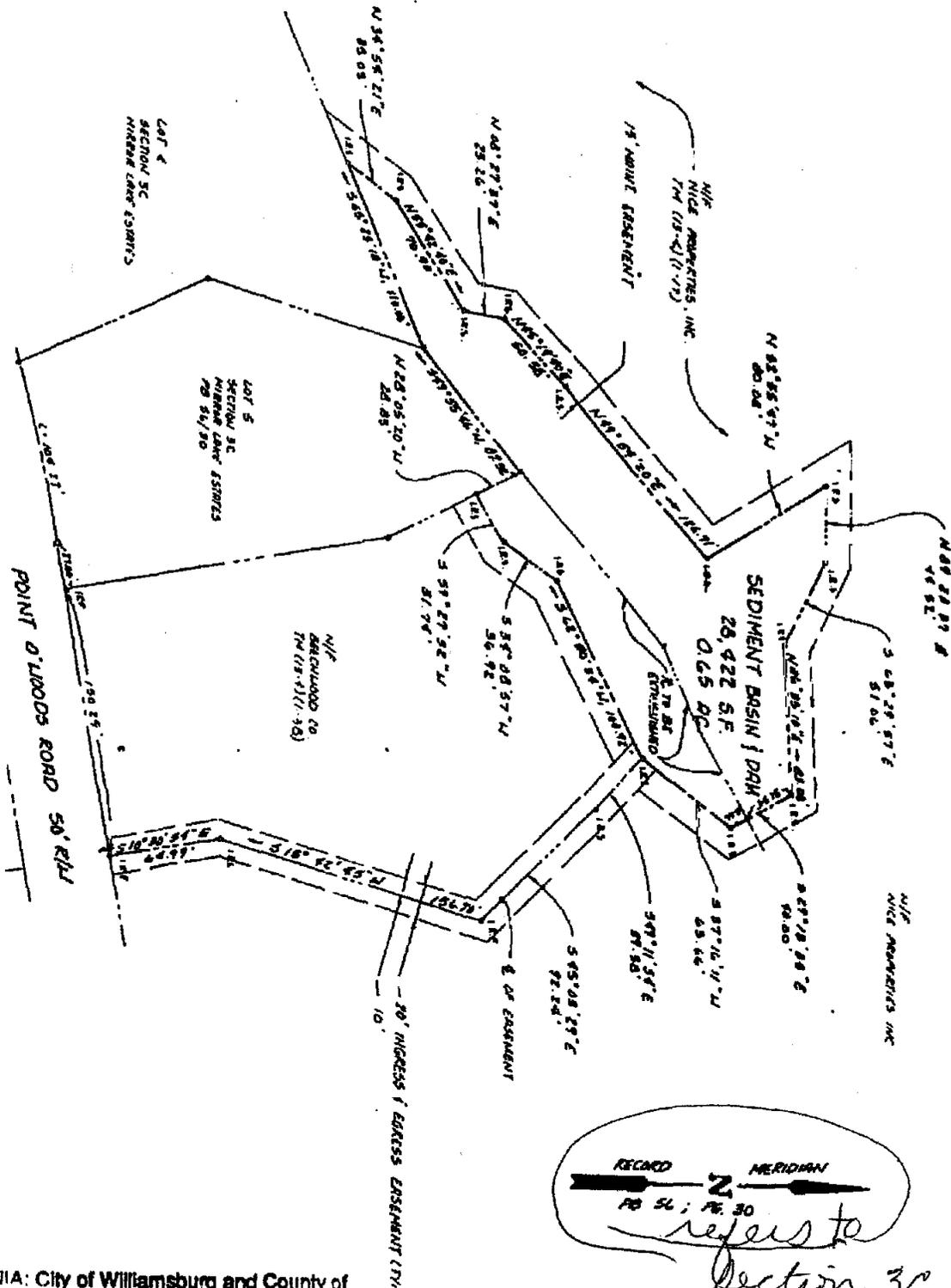
WC 048

Together with all and singular the buildings and improvements thereon, rights and privileges, tenements, hereditaments, easements and appurtenances unto the said land belonging or in any wise appertaining.

Subject, however, to any and all restrictions and easements of record pertaining to said subdivision.

It being a part of the same property conveyed unto the Grantor herein by Deed dated October 16, 1968 from Phil T. Rutledge and Effie H. Rutledge, Husband and Wife, and duly recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia in Deed Book 118, page 649, et seq., to which reference is here made.

BOOK 766 PAGE 320



VIRGINIA: City of Williamsburg and County of James City, to Wit:

In the City of Williamsburg and County of James City, Virginia, in the office of the Circuit Court of the City of Williamsburg and County of James City, Virginia, on this 8th day of December, 1995, the following Deed

presented with certificate annexed and admitted to record at 8:38 o'clock

Teste: Helene S. Ward, Clerk
by Helene S. Ward
Deputy Clerk

Section 5

133.05 0000/A

BOOK 0766 PAGE 0311

016474

THIS DEED OF GIFT, made this the 7th day of December, 1995,
by and between NICE PROPERTIES CO., a Virginia corporation, party of the
first part, as GRANTOR, and MIRROR LAKE ASSOCIATION, a Virginia
corporation, party of the second part, as GRANTEE, whose mailing address
is Post Office Box 582, Norge, Virginia 23127.

WITNESSETH, that for and in consideration of the sum of Ten
Dollars (\$10.00), cash in hand paid, and other good and valuable
consideration, the receipt of which is hereby acknowledged at and before
the signing, sealing and delivery of this deed, the said party of the
first part does hereby grant and convey, with SPECIAL WARRANTY, unto the
said party of the second part, in fee simple, the following described
property, to-wit:

SEE ATTACHED SCHEDULE "A"

TO HAVE AND TO HOLD the said land unto the party of the second
part, in fee simple, subject however, to any easements, restrictive
covenants and conditions of record applicable to and legally binding upon
the said property hereby conveyed.

Whenever used herein, the singular shall include the plural,
the plural shall include the singular, and the use of any gender shall
include all other genders.

IN WITNESS WHEREOF, the party of the first party has caused
these presents to be executed in its corporate name by the appropriate

officer in this behalf first duly authorized, all the day and year hereinbelow written.

NICE PROPERTIES CO.,
a Virginia corporation

BY: *Daniel B. Nice*
Daniel B. Nice, President and
duly authorized agent

STATE OF VIRGINIA
CITY OF NEWPORT NEWS, to-wit:

The foregoing instrument was acknowledged before me this
7th day of December, 1995, by DANIEL B. NICE, President and duly
authorized agent of NICE PROPERTIES CO., a Virginia Corporation.

Laura P. Reid
NOTARY PUBLIC
MY COMMISSION EXPIRES: August 31, 1997



SCHEDULE "A"

ALL THAT certain lot, piece, parcel or tract of land lying, being and situate in the County of James City, Virginia, known and described as "Sediment Basin & Dam", containing 155,929 S.F., or 3.58 Ac ±, being more particularly described hereinafter as follows:

BEGINNING at a point at the northwesterly corner of Lot Numbered Twenty (20) of Mirror Lake Estates, Section 5B, which said point of said lot is set out and shown on that certain plat attached hereto, and from the point of beginning thus established running thence in a straight line, in generally a southwesterly direction along the side of said Lot Numbered Twenty (20), S 21° 00' 00" W a distance of 304 feet ± to a point; running thence in a straight line, in generally a southeasterly direction along the rear of said Lot Numbered Twenty (20), S 71° 17' 26" E a distance of 100.08 feet ± to a point; running thence in a straight line, in generally an easterly direction, N 87° 44' 01" E a distance of 176.33 feet ± to a point; running thence in a straight line, in generally a southeasterly direction, S 51° 21' 58" E a distance of 185.19 feet ± to a point; running thence in a straight line, in generally a southeasterly direction, S 79° 00' 35" E a distance of 66.97 feet ± to a point; running thence in a straight line, in generally a northeasterly direction, N 68° 19' 02" E a distance of 153.41 feet ± to a point marked by an iron rod; running thence in a straight line, in generally an easterly direction, N 81° 34' 58" E a distance of 25.81 feet ± to a point; running thence in a straight line, in generally a southerly direction, S 24° 11' 14" E a distance of 50.00 feet ± to a point; running thence in a straight line, in generally a northeasterly direction, N 72° 25' 31" E a distance of 52.05 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a southeasterly direction, S 47° 00' 00" E a distance of 111.33 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a southwesterly direction, S 42° 50' 05" W a distance of 45.24 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northwesterly direction, N 54° 41' 38" W a distance of 20.00 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northwesterly direction, N 75° 19' 58" W a distance of 77.67 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northwesterly direction, N 78° 30' 46" W a distance of 49.96 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a southwesterly direction, S 63° 24' 31" W a distance of 56.84 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a westerly direction, S 87° 53' 30" W a distance of 101.31 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a westerly direction, S 81° 01' 15" W a distance of 38.38 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northwesterly direction, N 57° 51' 15" W a distance of 29.71 feet ± to a point marked by a nail found in the center of the base of a tree; running thence in a straight line, in generally a westerly direction, S 77° 21' 13" W a distance of 22.74 feet ± to a point marked by an iron

rod; running thence in a straight line, in generally a southerly direction, S 08° 38' 32" W a distance of 125.07 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northwesterly direction, N 50° 42' 21" W a distance of 63.41 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northerly direction, N 06° 17' 09" W a distance of 96.88 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northwesterly direction, N 32° 42' 22" W a distance of 44.64 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a westerly direction, N 75° 13' 28" W a distance of 53.21 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a southwesterly direction, S 33° 26' 45" W a distance of 99.18 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northwesterly direction, N 53° 01' 32" W a distance of 67.47 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a southwesterly direction, S 65° 54' 17" W a distance of 190.98 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northwesterly direction, N 78° 42' 52" W a distance of 166.90 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northeasterly direction, N 28° 40' 48" E a distance of 156.01 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northeasterly direction, N 52° 53' 22" E a distance of 47.39 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northerly direction, N 09° 27' 31" E a distance of 79.03 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a southeasterly direction, S 45° 04' 34" E a distance of 20.00 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northeasterly direction, N 39° 37' 26" E a distance of 32.71 feet ± to a point marked by an iron rod; running thence in a straight line, in generally a northeasterly direction, N 21° 00' 00" E a distance of 306.00 feet ± to a point marked by an iron rod which intersects with the southerly side of Nice Drive; running thence in a straight line in generally a southeasterly direction along the southerly side of Nice Drive S 69° 00' 00" E a distance of 50.00 feet ± to a point marked by an iron rod which is the point or place of beginning. The parcel or tract of land hereby conveyed contains approximately 155,929 S.F., or 3.58 acres, and is expressly sold in gross and not by the acre.

Together with all and singular the buildings and improvements thereon, rights and privileges, tenements, hereditaments, easements and appurtenances unto the said land belonging or in any wise appertaining.

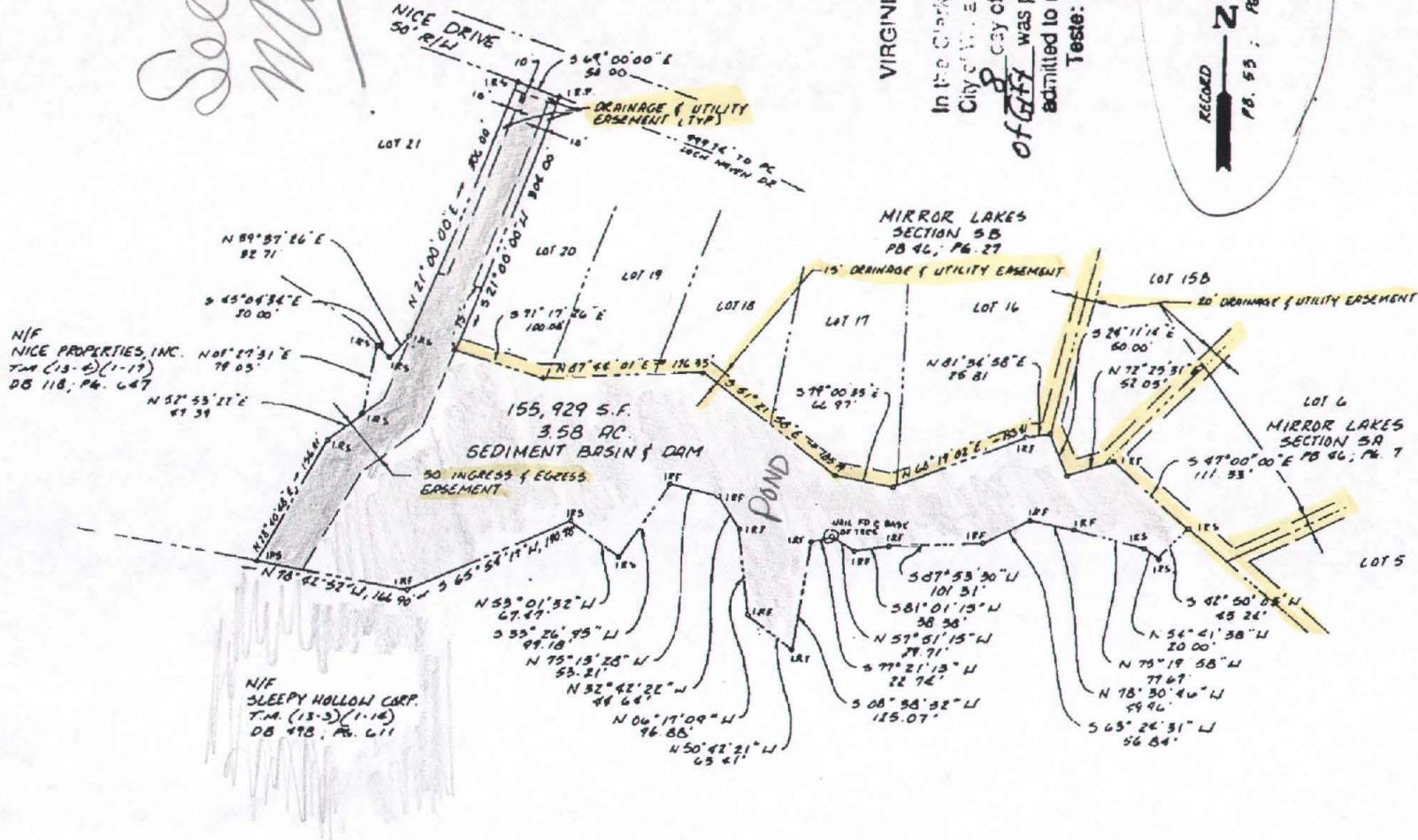
Subject, however, to any and all restrictions and easements of record pertaining to said subdivision.

It being a part of the same property conveyed unto the Grantor herein by Deed dated October 16, 1968 from Phil T. Rutledge and Effie H. Rutledge, Husband and Wife, and duly recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia in Deed Book 118, page 642, et seq., to which reference is here made.

BOOK 0766 PAGE 0315

Section 5
Mirror Lakes

Who owns
the easement
in this area



VIRGINIA: City of Williamsburg and County of James City, to Wit:
 In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City of the City of Williamsburg on December 19 25 A.D. 2008
 admitted to record at 8:36 o'clock
 Teste: Helene S. Ward, Clerk
 by Hele Deputy Clerk

PAGE FIVE OF FIVE

Other plat reference
 for Section 5
 46/26-27

990015564

THIS DECLARATION OF EASEMENT ("Declaration") is made as of this 16th day of July, 1999, by and between MIRROR LAKE ASSOCIATION, a Virginia corporation ("Association"), hereinafter referred to as the Grantor, whose mailing address is Post Office Box 582, Norge, Virginia 23127; NICE PROPERTIES CO., a Virginia corporation ("Nice"), also hereinafter referred to as a Grantor, whose mailing address is 13127 Warwick Boulevard, Newport News, Virginia 23602; and PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION and MARINA POINT CORPORATION, each a Virginia corporation, collectively trading as BEECHWOOD COMPANY, an additional Grantor for purposes of indexing, whose address is 13127 Warwick Boulevard, Newport News, Virginia 23602; and WELLINGTON, L.L.C., a Virginia limited liability company ("Wellington"), hereinafter referred to as Grantee, whose mailing address is 632 Hampton Highway, Yorktown, Virginia 23693, hereinafter referred to as Grantee, recites and provides:

RECITALS

A. Mirror Lake Association is the owner of a certain real property containing 0.65 acres, more or less, being more particularly described in the Deed of Gift dated December 7, 1995, from Nice Properties Co. to Mirror Lake Association, as recorded in the Clerk's Office of the Circuit Court for James City County and the City of Williamsburg at Deed Book 766, page 316, and as reflected on a certain plat attached thereto (the "Sediment Basin & Dam"), currently utilized as a stormwater management basin..

Prepared by:
 Williams, Mullen, Clark & Dobbins
 Harbor Bank Center, Suite 210
 Newport News VA 23602

JUL 23 0091

JUL 23 8 00 92

B. In said referenced plat, reference was made to a property line to be extinguished by Nice Properties Co., which joins herein to evidence its agreement to extinguishing said property line.

C. By this Declaration, the parties desire to create a mutual, perpetual, non-exclusive drainage easement for the parties hereto, their successors and assigns, which easement shall run with the land.

NOW, THEREFORE, in consideration of the sum of \$10.00, cash in hand paid, and the mutual benefits accruing to the Grantors and the Grantee, and to existing and future owners of the lots and parcels hereinabove described, the Grantors do hereby declare, create and constitute a fifteen (15) foot mutual, perpetual and non-exclusive drainage easement over and across the sides of the Sediment Basin & Dam, as reflected on the aforesaid plat, together with the right to maintain said drainage easement.

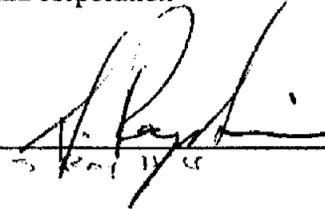
The Grantors expressly grant and convey to the Grantee the right to use this drainage easement to drain into the Sediment Basin & Dam, together with the right to alter or initiate such construction as may be required to the dam and spillway configurations to accommodate the drainage requirements of the Grantee, without compromising the drainage needs of the Grantors.

The easement hereinabove granted shall run with the land and shall be for the benefit and use of the Grantors and the Grantee, their successors and assigns.

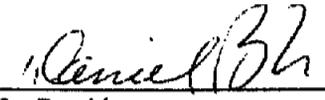
JUL 23 0093

IN WITNESS WHEREOF, the Grantors have caused this Declaration of Easement to be executed pursuant to due authority.

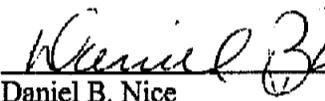
MIRROR LAKE ASSOCIATION,
a Virginia corporation

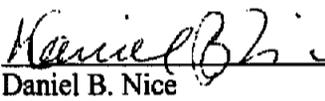
By:  (SEAL)

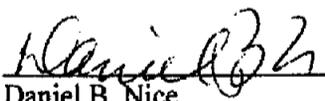
NICE PROPERTIES CO.,
a Virginia corporation

By:  (SEAL)
Its President

PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION and MARINA POINT CORPORATION t/a BEECHWOOD COMPANY

By:  (SEAL)
Daniel B. Nice
President of Progressive Corporation

By:  (SEAL)
Daniel B. Nice
President of Diverse Corporation

By:  (SEAL)
Daniel B. Nice
President of Nice Development Corporation

JUL 23 0094

By: *Daniel B. Nice* (SEAL)
Daniel B. Nice
President of Marina Point Corporation
collectively t/a Beechwood Company

WELLINGTON, L.L.C.
a Virginia limited liability company

By: *W.R. Ashe* (SEAL)
ITS MANAGER

COMMONWEALTH OF VIRGINIA
City/County of *James City*, to wit:

The foregoing Declaration of Easement was sworn to and acknowledged before me this *19* day of July, 1999, by *Daniel B. Nice* as President of Mirror Lake Association, a Virginia corporation.

[Signature]
Notary Public

My commission expires: *1-31-2002*

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

The foregoing Declaration of Easement was sworn to and acknowledged before me this *19* day of July, 1999, by Daniel B. Nice as President of Nice Properties Co., a Virginia corporation.

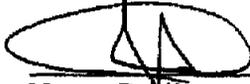
[Signature]
Notary Public

My commission expires: *1-31-2002*

JUL 23 0095

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

The foregoing Declaration of Easement was sworn to and acknowledged before me this 19 day of July, 1999, by Daniel B. Nice, President of Progressive Corporation, Diverse Corporation, Nice Development Corporation and Marina Point Corporation, collectively t/a Beechwood Company.

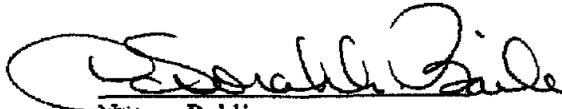


Notary Public

My commission expires: 1-31-2002

COMMONWEALTH OF VIRGINIA
City/County of NEWPORT NEWS, to wit:

The foregoing Declaration of Easement was sworn to and acknowledged before me this 19 day of July, 1999, by H. B. Ashe, as Manager of Wellington, L.L.C., a Virginia limited liability company.

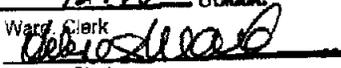


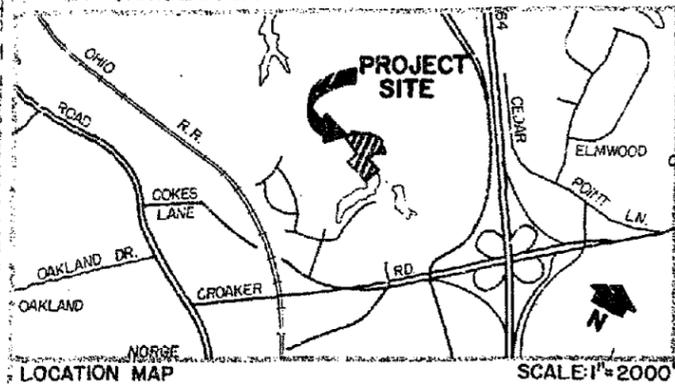
Notary Public

My commission expires: 6/30/2000



14258.002 Easement

VIRGINIA City of Williamsburg and County of James City, to wit:
in the Clerk's Office at the Circuit Court for the City of
Williamsburg and County of James City the 19
day of July, 19 99 this Easement
was presented with the certificate annexed and admitted
to record at 12:40 o'clock.
Teste: Helene S. Ward, Clerk
By: 
Deputy Clerk



OWNER'S CERTIFICATE

THE SUBDIVISION OF LAND SHOWN ON THIS PLAT AND KNOWN AS MIRROR LAKE, SECTION 3C, IS WITH THE FREE CONSENT AND IN THE ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER(S), PROPRIETOR(S) AND OR TRUSTEE(S).

DATE _____
DATE _____

CERTIFICATE OF NOTARIZATION

STATE OF VIRGINIA
CITY/COUNTY OF _____
A NOTARY PUBLIC IN AND FOR THE CITY/COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSON(S) WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN THE CITY/COUNTY AFORESAID, GIVEN UNDER MY HAND THIS _____ DAY OF _____, 19____ MY COMMISSION EXPIRES _____

NOTARY PUBLIC

CERTIFICATE OF SOURCE OF TITLE

THE PROPERTY SHOWN ON THIS PLAT WAS CONVEYED BY NICE PROPERTIES CO. TO BEECHWOOD COMPANY BY DEED DATED: 10-27-1989 AND RECORDED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF THE COUNTY OF JAMES CITY IN DEED BOOK 739 PAGE 842-845.

ENGINEERS OR SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE OR BELIEF, THIS PLAT COMPLIES WITH 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.

DATE 9/14/92
LYNN D. EVANS, C.L.S.

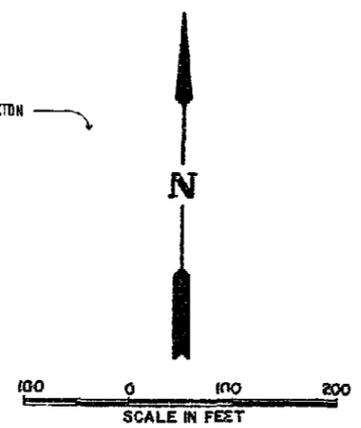
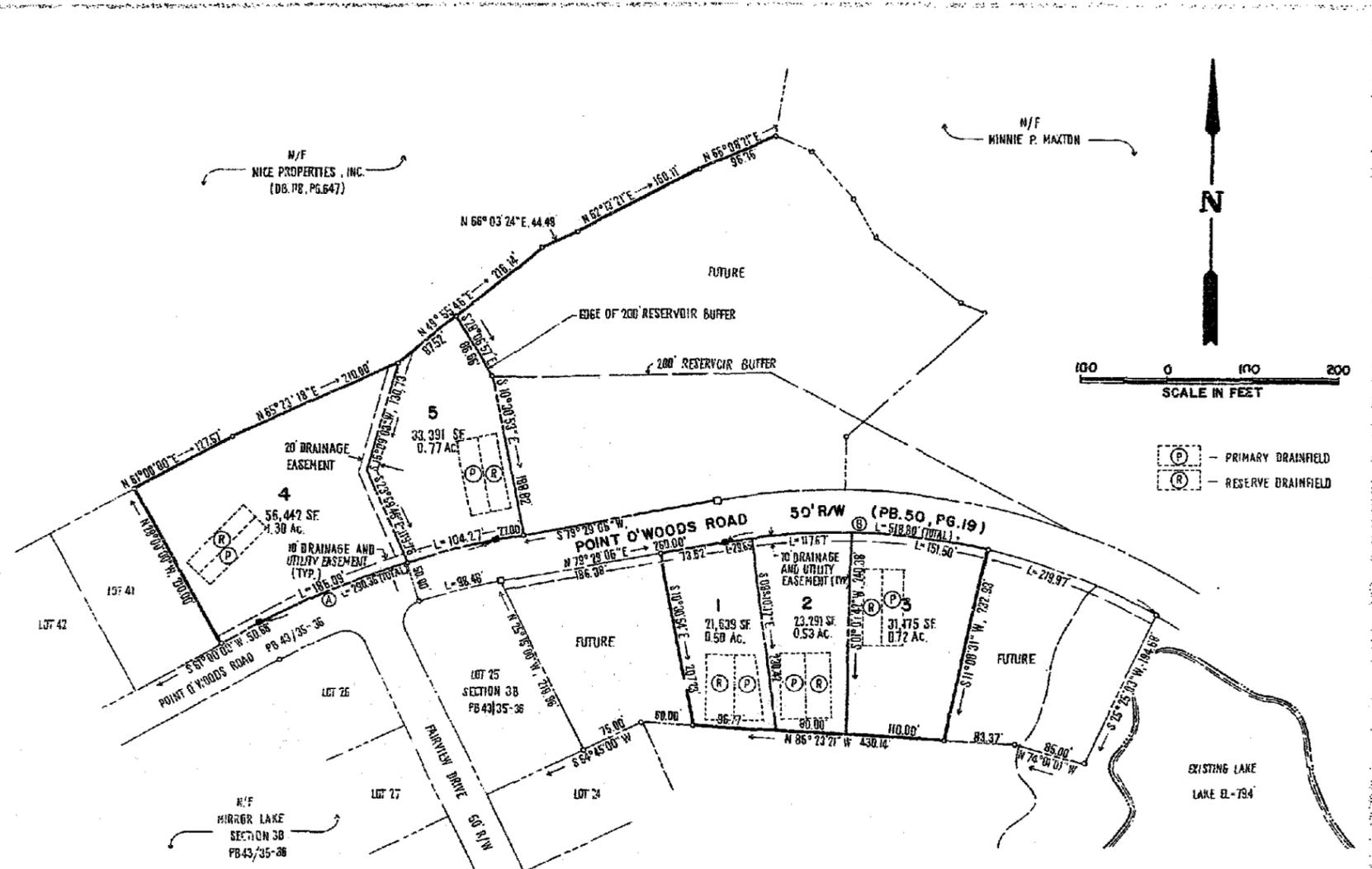
CERTIFICATE OF APPROVAL

THIS SUBDIVISION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

DATE 9/21/92 VIRGINIA DEPARTMENT OF TRANSPORTATION
DATE 9/24/92 VIRGINIA DEPARTMENT OF HEALTH
DATE 9/23/92 SUBDIVISION AGENT OF JAMES CITY COUNTY

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 'N PLAT BOOK _____, PAGE _____



MIRROR LAKE, SECTION 3C AREA TABLE

TOTAL AREA OF SEC. 3C (LOT 1 - 5)	165,936 SF.	3.91 AC.
NUMBER OF LOTS	5	
AVERAGE LOT SIZE	33,187 SF.	0.76 AC.
SMALLEST LOT (# 1)	21,639 SF.	0.50 AC.
LARGEST LOT (# 4)	56,442 SF.	1.30 AC.
LOT YIELD / GROSS ACRE	0.77 LOT / ACRE	

BUILDING RESTRICTIONS, R-1
PROPERTY IS ZONED LIMITED RESIDENTIAL DISTRICT, R-1.
PROPERTY IS OF TAX PARCEL# (13-4)(1-17); LOTS TO BE SERVED BY PUBLIC WATER AND PRIVATE SEWAGE DISPOSAL SYSTEM, MIN LOT SIZE = 20,060 SF.

SETBACK REQUIREMENTS:
FRONT: 36' MINIMUM
SIDES: 15' MINIMUM FOR EACH SIDE YARD
REAR: 35' MINIMUM

LOT CURVE DATA

LOT NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
1	07° 20' 37"	715.00'	29.65'	14.93'	29.65'	N 80° 38' 25" E
2	03° 17' 53"	725.00'	117.67'	58.97'	117.54'	N 86° 28' 50" E
3	11° 58' 12"	725.00'	151.50'	76.03'	151.22'	S 82° 53' 13" E
4	11° 50' 49"	908.00'	186.09'	93.37'	185.76'	S 66° 55' 26" W
5	06° 38' 16"	908.00'	104.27'	57.20'	104.22'	S 76° 09' 58" W

RIGHT-OF-WAY CURVE DATA

CURVE #	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
A	18° 25' 07"	300.00'	298.36'	145.46'	289.11'	S 70° 14' 33" W
B	41° 00' 00"	725.00'	519.80'	271.07'	507.80'	S 80° 00' 54" E

1 OF 1
1920061

SEPT 3, 1992 L.D.E. B.M.B. SCALE 1" = 100'

REVISED:
9/21/92 - LOT LINE LOT 5
9/21/92 - ELIMINATED LOTS 6 & 7
4:01 p.m.
Recorded 21 day of September 1992
A.B. No. 382, pages 577
John S. Seward Clerk

PLAT MIRROR LAKE ESTATES SECTION 3C
OWNER / DEVELOPER: BEECHWOOD COMPANY
JAMES CITY COUNTY VIRGINIA

~~Section 5~~
Section 3

~~PLD 1330 0001A~~

990015564

THIS DECLARATION OF EASEMENT ("Declaration") is made as of this 16th day of July, 1999, by and between MIRROR LAKE ASSOCIATION, a Virginia corporation ("Association"), hereinafter referred to as the Grantor, whose mailing address is Post Office Box 582, Norge, Virginia 23127; NICE PROPERTIES CO., a Virginia corporation ("Nice"), also hereinafter referred to as a Grantor, whose mailing address is 13127 Warwick Boulevard, Newport News, Virginia 23602; and PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION and MARINA POINT CORPORATION, each a Virginia corporation, collectively trading as BEECHWOOD COMPANY, an additional Grantor for purposes of indexing, whose address is 13127 Warwick Boulevard, Newport News, Virginia 23602; and WELLINGTON, L.L.C., a Virginia limited liability company ("Wellington"), hereinafter referred to as Grantee, whose mailing address is 632 Hampton Highway, Yorktown, Virginia 23693, hereinafter referred to as Grantee, recites and provides:

JUL 23 5 00 91

RECITALS

refers to section 3

A. ~~Mirror Lake Association~~ is the owner of a certain real property containing ~~0.66 acres more or less~~, being more particularly described in the Deed of Gift dated ~~December 7, 1995~~, from ~~Nice Properties Co.~~ to ~~Mirror Lake Association~~, as recorded in the Clerk's Office of the Circuit Court for James City County and the City of ~~Williamsburg~~ at Deed Book 766, page 316; and as reflected on a certain plat attached thereto (the "Sediment Basin & Dam"), currently utilized as a stormwater management basin.

Prepared by:
Williams, Mullen, Clark & Dobbins
Harbor Bank Center, Suite 210
Newport News VA 23602

GRANTOR Mirror Lakes

Grantee Wellington LLC

JUL 23 0092

B. In said referenced plat, reference was made to a property line to be extinguished by Nice Properties Co., which joins herein to evidence its agreement to extinguishing said property line.

C. By this Declaration, the parties desire to create a mutual, perpetual, non-exclusive drainage easement for the parties hereto, their successors and assigns, which easement shall run with the land.

NOW, THEREFORE, in consideration of the sum of \$10.00, cash in hand paid, and the mutual benefits accruing to the Grantors and the Grantee, and to existing and future owners of the lots and parcels hereinabove described, ~~the Grantors hereby~~ ^{(runs forever) (general)} ~~do hereby create and constitute a fifteen (15) foot mutual, perpetual and non-exclusive drainage easement over and across the sides of the Sediment Basin & Dam, as reflected on the aforesaid plat, together with the right to maintain said drainage easement.~~

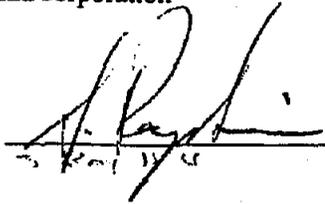
~~The Grantors expressly grant and convey to the Grantee the right to use this drainage easement to drain into the Sediment Basin & Dam, together with the right to alter or initiate such construction as may be required to the dam and spillway configurations to accommodate the drainage requirements of the Grantee, without compromising the drainage needs of the Grantors.~~

The easement hereinabove granted shall run with the land and shall be for the benefit and use of the Grantors and the Grantee, their successors and assigns.

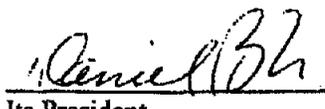
JUL 23 8 0093

IN WITNESS WHEREOF, the Grantors have caused this Declaration of Easement to be executed pursuant to due authority.

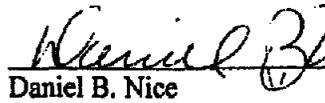
MIRROR LAKE ASSOCIATION,
a Virginia corporation

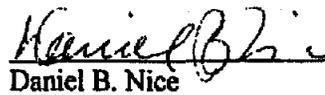
By:  (SEAL)

NICE PROPERTIES CO.,
a Virginia corporation

By:  (SEAL)
Its President

PROGRESSIVE CORPORATION, DIVERSE CORPORATION, NICE DEVELOPMENT CORPORATION and MARINA POINT CORPORATION t/a BEECHWOOD COMPANY

By:  (SEAL)
Daniel B. Nice
President of Progressive Corporation

By:  (SEAL)
Daniel B. Nice
President of Diverse Corporation

By:  (SEAL)
Daniel B. Nice
President of Nice Development Corporation

JUL 23 0094

By: Daniel B. Nice (SEAL)
Daniel B. Nice
President of Marina Point Corporation
collectively t/a Beechwood Company

WELLINGTON, L.L.C.
a Virginia limited liability company

By: [Signature] (SEAL)
ITS MANAGER

COMMONWEALTH OF VIRGINIA
City/County of James City, to wit:

The foregoing Declaration of Easement was sworn to and acknowledged before me this 19 day of July, 1999, by Daniel B. Nice as President of Mirror Lake Association, a Virginia corporation.

[Signature]
Notary Public

My commission expires: 1-31-2002

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

The foregoing Declaration of Easement was sworn to and acknowledged before me this 19 day of July, 1999, by Daniel B. Nice as President of Nice Properties Co., a Virginia corporation.

[Signature]
Notary Public

My commission expires: 1-31-2002

JUL 23 0095

COMMONWEALTH OF VIRGINIA
City of Newport News, to wit:

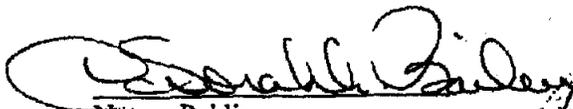
The foregoing Declaration of Easement was sworn to and acknowledged before me this 19 day of July, 1999, by Daniel B. Nice, President of Progressive Corporation, Diverse Corporation, Nice Development Corporation and Marina Point Corporation, collectively t/a Beechwood Company.


Notary Public

My commission expires: 1-31-2002

COMMONWEALTH OF VIRGINIA
City/County of NEWPORT NEWS, to wit:

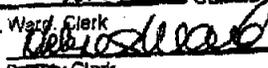
The foregoing Declaration of Easement was sworn to and acknowledged before me this 19 day of July, 1999, by H. R. Ashe, as manager of Wellington, L.L.C., a Virginia limited liability company.


Notary Public

My commission expires: 6/30/2000



14258.002 Easement

VIRGINIA City of Williamsburg and County of James City, to wit:
In the Clerk's Office at the Circuit Court for the City of Williamsburg and County of James City the 19 day of July, 19 99 this Easement was presented with the certificate annexed and admitted to record at 12:30 o'clock.
Teste: Helene S. Ward, Clerk
By: 
Deputy Clerk

PB 53 PG 43
57 of 43

OWNER'S CERTIFICATE

THE BOUNDARY LINE ADJUSTMENT SHOWN ON THIS PLAT IS WITH THE FREE CONSENT AND IN THE ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER(S), PROPRIETOR(S) AND OR TRUSTEE(S).

DATE 8-23-90 [Signature]
DATE 8-23-90 [Signature]
DATE

CERTIFICATE OF NOTARIZATION

STATE OF VIRGINIA
CITY/COUNTY OF Winchester, Putnam, & Greene
I, A NOTARY PUBLIC IN AND FOR THE CITY/COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSON(S) WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN THE CITY/COUNTY AFORESAID, GIVEN UNDER MY HAND THIS 23 DAY OF AUGUST, 19 90. MY COMMISSION EXPIRES 11-1-91.

[Signature]
NOTARY PUBLIC

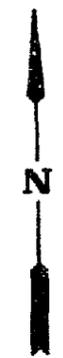
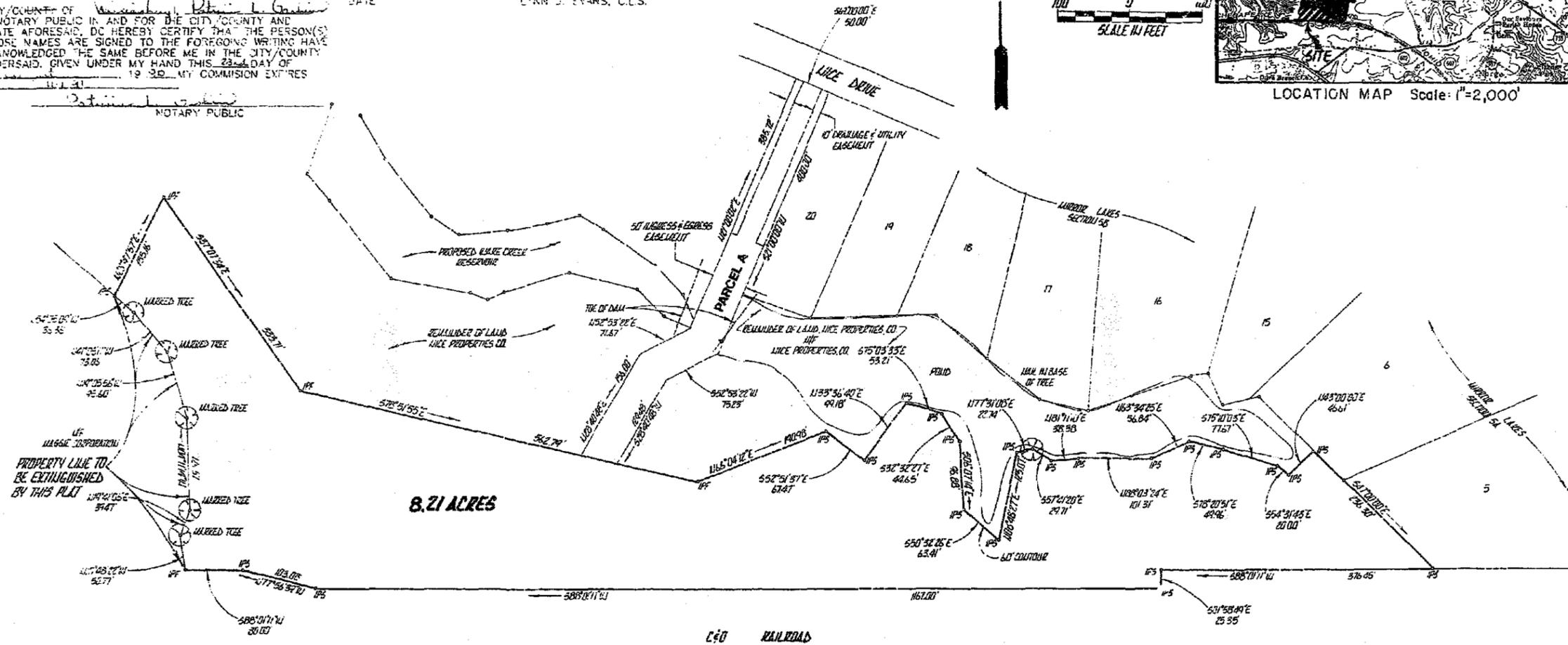
CERTIFICATE OF SOURCE OF TITLE

THE PROPERTY SHOWN ON THIS PLAT WAS CONVEYED BY THURGOOD & OTTIE H. RUTLEDGE TO NICE PROPERTIES, INC. BY DEED DATED 8/14/88 AND RECORDED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF THE COUNTY OF JAMES CITY IN DEED BOOK 118 PAGE 647.

ENGINEERS OR SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE OR BELIEF, THIS PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF JAMES CITY, VIRGINIA, REGARDING THE PLATING OF SUBDIVISIONS WITHIN THE COUNTY.

DATE 8/1/90 [Signature] C.L.S. #1219
DATE 8/1/90 [Signature] C.L.S. #1219



CERTIFICATE OF APPROVAL

THIS BOUNDARY LINE ADJUSTMENT IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING REGULATIONS AND MAY BE ADMITTED TO RECORD.

DATE 8-7-90 [Signature] VIRGINIA DEPARTMENT OF TRANSPORTATION
DATE 8-23-90 [Signature] VIRGINIA DEPARTMENT OF HEALTH
DATE 12/1/90 [Signature] SUBDIVISION AGENT OF JAMES CITY COUNTY

STATE OF VIRGINIA, JAMES CITY COUNTY

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF JAMES CITY THE 21 DAY OF December, 19 90. THIS MAP WAS PRESENTED AND ADMITTED TO RECORD AS THE LAW DIRECTS IN PLAT BOOK 118 PAGE 43.
TESTE BY [Signature] CLERK

A COPY OF THIS PLAT IS ON FILE IN THE JAMES CITY COUNTY HEALTH DEPARTMENT WHICH SHOWS THE APPROVED LOCATION OF SEWAGE DISPOSAL SITE(S) FOR EACH LOT IN THIS SUBDIVISION.

LOT LINE ADJUSTMENT
PROPERTIES OF
SLEEPY HOLLOW CORPORATION OF TOANO
AND
NICE PROPERTIES, INC.

JAMES CITY COUNTY VIRGINIA

1 of 1
4618

JULY 27, 1990 GSW 1"=100'

REL. 10/29/90
11:30 AM
received copy of December 1990
of 4.98
[Signature]

