

## RELEVANT DOCUMENTS

# 293

Tax	\$0.15
Fee	2.00
	<u>          </u>
	\$2.15

Grantor S, in consideration of One Dollar (\$1.00), receipt whereof is acknowledged, grant to Virginia Electric and Power Company, a Virginia corporation, its successors and assigns, hereinafter called Company, the right to construct, operate and maintain a pole line, at a location to be designated by Company, with all desirable appurtenances for the transmission and distribution of electricity and sound, including the wires and attachments of any other company, over, upon, and across the property of Grantor situated in said county and state, described as follows:

A tract of land containing 440 acres, more or less, located on both sides of State Highway Route No. 609 about 2 miles West of Haden'sville in Byrd Magisterial District of Goochland County, Virginia, and adjoining the lands now or formerly owned by J.T. Payne, C.L. Dallas; E.V. Holland, Eddie Cox Estate and Jake Duke.

It is agreed that said pole line and appurtenances erected hereunder shall be and remain the property of Company and that Company shall at all times have full and free ingress to and egress from and over the said property in order to construct and efficiently maintain and operate said line and appurtenances, with the right to make such changes, additions and alterations therein as Company may from time to time deem advisable; with the further right to trim, cut and keep clear all trees, limbs and undergrowth and other obstructions along said line or adjacent thereto that may in any way endanger or interfere with the proper and efficient operation of the same.

WITNESS the following signature S and seal S this 1st day of March, 1949.

.....(SEAL).....B. L. Parrish.....(SEAL)  
.....(SEAL).....Elizabeth H. Parrish.....(SEAL)  
.....(SEAL).....(SEAL)  
.....(SEAL).....(SEAL)

STATE OF VIRGINIA }  
Co. of Goochland } To-wit:

I, Wm. R. Grymes, a Notary Public in and for the State of Virginia at Large  
do hereby certify that B.L. Parrish and Elizabeth H. Garrish

whose name S are signed to the foregoing writing bearing date on the 1st day of March 1949, have acknowledged the same before me in the County  aforesaid.  
Given under my hand this 1st day of March, 19 49.  
My commission expires April 24 1949

ATTENTION: AMERICANS

xxxx  
xxxxxx  
F W Collins  
Real Estate Dept.

Wm. R. Grymes Notary Public.  
Wm. R. Grymes, Notary Public at Large for  
the State of Virginia at Large, Qualification  
Orange County, Clerk of Court, Orange, Virginia,  
Public in and for the State of Virginia at Large

whose name \_\_\_\_\_ signed to the foregoing writing bearing date on the \_\_\_\_\_ day of \_\_\_\_\_  
 19\_\_\_\_, ha \_\_\_\_\_ acknowledged the same before me in the \_\_\_\_\_ aforesaid.  
 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
 My commission expires \_\_\_\_\_

STATE OF VIRGINIA } To-wit:

I, \_\_\_\_\_, a Notary Public in and for the \_\_\_\_\_ County aforesaid  
do hereby certify that \_\_\_\_\_ State of Virginia at Large

whose name \_\_\_\_\_ signed to the foregoing writing bearing date on the \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_, ha \_\_\_\_\_ acknowledged the same before me in the \_\_\_\_\_ aforesaid.  
Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
My commission expires \_\_\_\_\_

Virginia, Goochland County, to-wit:  
In the Office of the Clerk of the Circuit Court for the County of Goochland,  
the 1st day of July, 1949; This Right of Way was presented and with the certificate  
annexed, admitted to record at 11:05 O'clock A.M.

Teste: Margaret H. Miller Clerk.

///

6077-246

# 3089

Mailed: Mike Brent  
12-8-87  
VA Power  
P.O. Box 2747

BOOK 221 PAGE

6

Charlottesville, Va. 22902

COR 16-10-04

THIS AGREEMENT, made this 5th day of October, 1987, between

Joseph R. STANLEY, single,

87930001 60  
70870174 04  
APPROVED

FR  
DIV. R/W

of Goochland County, Virginia, hereinafter called "Owner"  
("Owner" wherever used herein being intended to include the grantors whether one or more or masculine or  
feminine), and Virginia Electric and Power Company, a Virginia corporation, hereinafter called "Company."

WITNESSETH:

That for the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby  
acknowledged, Owner grants unto Company, its successors and assigns, the right, privilege and easement of right  
of way thirty ( 30 ) feet in width to construct, operate and maintain a pole line for  
transmitting and distributing electric power, including all wires, poles, attachments, ground connections, equip-  
ment accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities") and  
including all telephone wires and attachments of any other company and for communication purposes. The  
Company shall have the right to assign or transfer, without limitation, all or any part of the perpetual right, privilege  
and easement of right of way granted herein, over, upon and across the lands of Owner, situated in  
Goochland County, Virginia, as shown on Plat No. 87870137, hereto  
attached and made a part of this agreement; the location of boundary of said right of way being shown in broken  
lines on said plat.

The facilities erected hereunder shall remain the property of Company. Company shall have the right to  
inspect, rebuild, remove, repair, improve, relocate on the right of way above described, and make such changes,  
alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem  
advisable, including the right to increase or decrease the number of wires.

Company shall at all times have the right to trim, cut and keep clear all trees, limbs, undergrowth and other  
obstructions inside and outside the boundaries that may endanger the safe and proper operation of its facilities. All  
trees and limbs cut by Company at any time shall remain the property of Owner. Trees cut by Company with  
merchantable trunks six inches or more in diameter will be cut into lengths of not less than four feet when requested  
by Owner and will be placed in piles separate from other trees, limbs and undergrowth cut by Company.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have the  
right of ingress to and egress from the right of way over the lands of Owner adjacent to the right of way and lying  
between public or private roads and the right of way in such manner as shall occasion the least practicable damage  
and inconvenience to Owner.

Company shall repair damage to roads, fences or other improvements and shall pay Owner for other damage  
done in the process of the construction, inspection, or maintenance of Company's facilities, or in the exercise of  
its right of ingress and egress; provided Owner gives written notice thereof to Company within thirty days after such  
damage occurs.

The Owner covenants that he is seized of and has the right to convey the said easement of right of way, rights  
and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid

No. 9756050  
Rev. A  
Page 1 of 2

easement of right of way, rights and privileges, and that Owner shall execute such further assurances thereof  
as may be required.

WITNESS the following signature..... and seal.....:

Joseph R. Stanley (SEAL)  
..... (SEAL)

6-221-6

2007 221 7

STATE OF VIRGINIA

COUNTY of GOOCHLAND

To-wit:

I, DBB ATEMAN, a Notary Public in and for the City aforesaid, County aforesaid, State of Virginia at Large,  
 whose commission expires on the 7<sup>th</sup> day of MARCH, 1989, do hereby certify that  
JOSEPH R. STANLEY

whose name IS signed to the foregoing writing dated the 5th day of October,  
 1987, acknowledged the same before me in the COUNTY aforesaid this 23<sup>rd</sup> day of  
OCTOBER, 1987.



Notary Public.

STATE OF VIRGINIA

COUNTY of

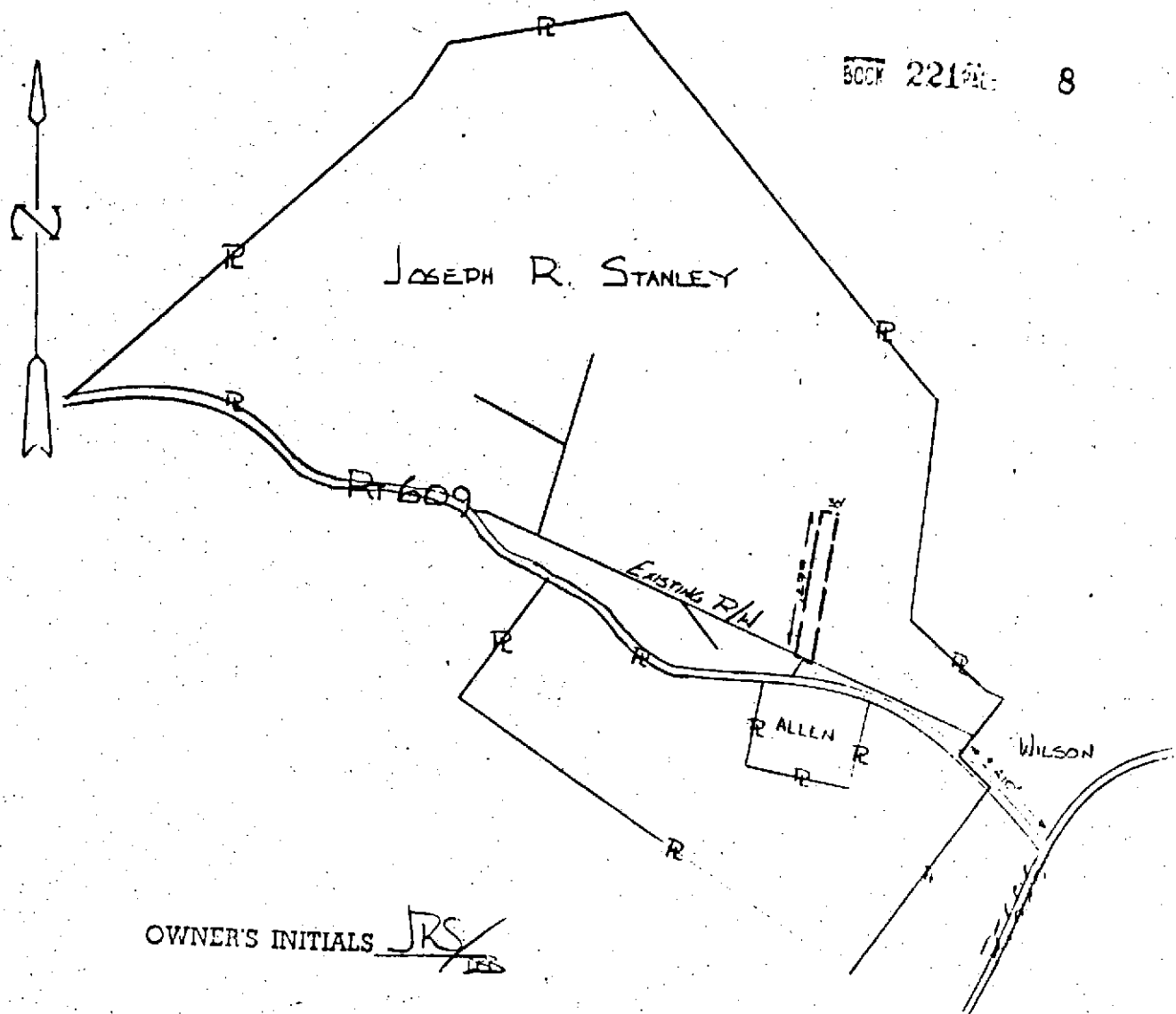
To-wit:

I, \_\_\_\_\_, a Notary Public in and for the City aforesaid, County aforesaid, State of Virginia at Large,  
 whose commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, do hereby certify that

whose name \_\_\_\_\_ signed to the foregoing writing dated the 5th day of October,  
 1987, acknowledged the same before me in the \_\_\_\_\_ aforesaid this \_\_\_\_\_ day of  
 \_\_\_\_\_, 19\_\_\_\_\_.

Notary Public.

BOOK 221 PAGE 8



OWNER'S INITIALS

JRS

## Legend

- Location Of Boundary Lines Of Right-Of-Way
- G EXISTING R/W



VIRGINIA POWER

Plat To Accompany  
Right-Of-Way Agreement

Virginia Electric and Power Company

District	Orange	
District-Township-Borough	County-City	State
Byrd T. D.	Goochland County	VA
Office	Plat Number	
Orange	87870137	
Estimate Number	Grid Number	
87 710 00010	G1115	
Date	By	
10-05-87	<i>[Signature]</i>	

No 9756630

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF GOOCHLAND COUNTY

St.R.Tax .15 The foregoing instrument with acknowledgment

Co.R.Tax .05 was admitted to record on Dec 3 1987

Transfer at 9:25 A.M. in D.B. 221 Page(s)

Clerk 10.00 Recording costs paid as shown..

GrantorTax

Total \$ 10.20 Tester Lee B. Turner Deputy Clerk

mail: Va Power  
1199 Fifth St. SW  
Charlottesville, Va 22903  
3-26-93

BOOK 288 PAGE 384



VIRGINIA POWER

\$193,000.160  
APPROVED

# Right of Way Agreement

File 3/1/93  
DIV. R/W

COR 16-10-04

# 724

THIS RIGHT OF WAY AGREEMENT, is made and entered into this 5th day of February, 1993, by and between

ROYAL VIRGINIA GOLF CLUB, INC.

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

## WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own telephone, television and other communication purposes; for lighting purposes; and for the attachment of the wires and facilities of any other public service company, including but not limited to the right:

~~1.1. to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment,~~

Initials: (R)

Form No. 725-103 (Mar 02)  
(Formerly 720-102, 720-103, 720-111 and 720-112)  
Overhead and Underground Easement  
(Page 1 of 4 Pages)

63 288-  
384

BOOK 288:pt 385

**Right of Way Agreement**



**VIRGINIA POWER**

COR 18-10-04

~~accessories and appurtenances desirable in connection therewith, the width of said easement shall extend~~  
~~\_\_\_\_\_ ( \_\_\_\_\_ ) feet in width across the lands of GRANTOR, and;~~

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said easement shall extend Thirty ( 30 ) feet in width across the lands of GRANTOR.

2. The easement granted herein shall extend across the lands of GRANTOR situated in Goochland County, Virginia, as more fully described on Plat No. 87930008, which is attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat, reference being made thereto for a more particular description thereof.

by GRANTEE

3. All facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

4. GRANTEE shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by GRANTEE shall remain the property of GRANTOR.

5. For the purpose of exercising the rights granted herein, GRANTEE shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private

Initials:   P   \_\_\_\_\_



VIRGINIA POWER

**Right of Way Agreement**

COR 16-10-04

roads at any time. If there are no public or private roads reasonably convenient to the easement, GRANTEE shall have such right of ingress and egress over the lands of GRANTOR adjacent to the easement. GRANTEE shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

6. GRANTEE shall repair damage to roads, fences or other improvements ~~outside the boundaries of the easement~~ and shall repair or pay GRANTOR, at GRANTEE's option, for other damage done to GRANTOR's property ~~outside the boundaries of the easement~~ caused by GRANTEE in the process of the construction, inspection, and maintenance of GRANTEE's facilities, or in the exercise of its right of ingress and egress; provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after such damage occurs.

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with GRANTEE's exercise of any of its rights granted hereunder. GRANTOR shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, GRANTOR may construct on the easement fences and below ground obstructions as long as said fences and below ground obstructions do not interfere with GRANTEE's exercise of any of its rights granted hereunder. In the event such use does interfere with GRANTEE's exercise of any of its rights granted hereunder, GRANTEE may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by GRANTOR and acceptable to GRANTEE. In the event any such facilities are so relocated, GRANTOR shall reimburse GRANTEE for the costs thereof and convey to GRANTEE and equivalent easement at the new site.

8. GRANTEE shall have the right to assign or transfer, without limitation, to any public service company all or any part of the perpetual right, privilege and easement granted herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed and acknowledged by GRANTOR contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials:   R   \_\_\_\_\_

Form No. 726483 (Aug 91)  
(Formerly 720482, 720493, 720511 and 720512)  
Overhead and Underground Easement  
(Page 3 of 4 Pages)



Right of Way Agreement



VIRGINIA POWER

COR 16-10-04

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that GRANTOR is a corporation duly organized and existing under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this easement on behalf of said corporation.

IN WITNESS WHEREOF, GRANTOR has caused its corporate name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

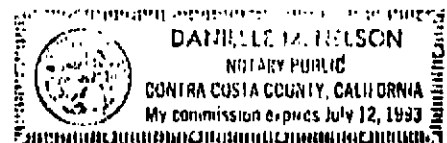
Corporate Name: Royal Virginia Golf Club, Inc.

By: Hiroshi Hongo

Its: Executive Vice President

State of California

City/County of San Francisco



The foregoing Instrument was acknowledged before me this February 22, 1993  
(Date)

by Hiroshi Hongo  
(Name of officer or agent, title of officer or agent)

of Royal Virginia Golf Club, Inc.  
(Name of corporation)

a Virginia corporation, on behalf of the corporation.  
(State of Incorporation)

Danielle M. Nelson  
Notary Public

My commission expires: July 12, 1993

BOOK 288 PAGE 388

**EXHIBIT A  
TO RIGHT OF WAY AGREEMENT**

This Exhibit A shall be attached to and made a part of the Right of Way agreement executed by the undersigned GRANTOR on the 22 day of February 1993.

1. The rights granted herein shall be nonexclusive.
2. This agreement shall be binding upon and inure to the benefit of GRANTOR, GRANTEE and their respective successors and assigns.

**VIRGINIA ELECTRIC & POWER COMPANY**

By: S. E. Craun

Name: S. E. Craun

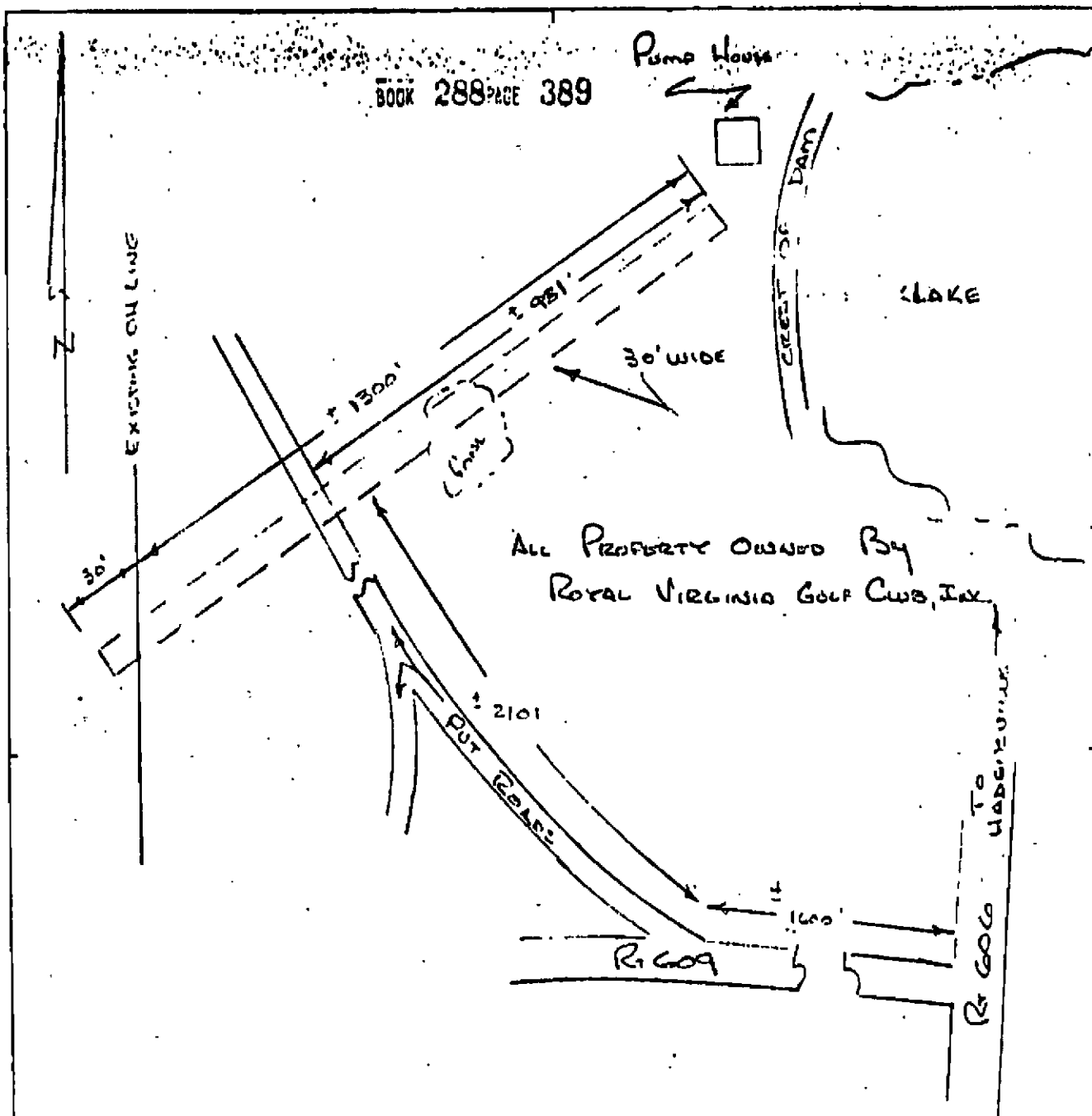
Title: District Manager

**ROYAL VIRGINIA GOLF CLUB, INC.**

By: Hiroshi Hongo

Name: Hiroshi Hongo

Title: Executive Vice President



CURRENT EASEMENTS \_\_\_\_\_

Legend

\_\_\_\_\_ Location of Boundary Lines of Right of Way

Form No. 720489 (Jan 89)  
(Formerly 87550030)



VIRGINIA POWER

Virginia Electric and Power Company

Plat to Accompany  
Right of Way Agreement

COR 16

District	Orange	County-City	State
District-Township-Borough	Byrd	Goochland	VA
Office	Orange	Plat Number	
Estimate Number	87-206-00057	Grid Number	
Date	2-5-93		

By Perry J. Mansueti

St. R. Tax 1.15

Co. R. Tax 1.05

Transfer 1.00

Library 1.40

Clerk 1.40

Grantor Tax 1.520

Total \$ 15.20

VIRGINIA: IN THE CLERK'S OFFICE OF THE  
CIRCUIT COURT OF GOOCHLAND COUNTY  
The foregoing instrument with acknowledgment  
was admitted to record on 3-15 1993  
at 1:59 P. M. in O. B. 288 Page(s)         
Recording costs paid as shown.

Teste: Perry J. Mansueti Clerk.

Mail: Mike Brent  
Va Power  
1199 Fifth Street  
Charlottesville, Va 22903  
6-15-93

BOOK 292 PAGE 468



VIRGINIA POWER

87 93000160  
REC'D DIV. R/W  
Date 5/19/93  
Approved PAL

## Right of Way Agreement

COR 16-10-04

THIS RIGHT OF WAY AGREEMENT, is made and entered into this 28<sup>th</sup> day of April  
19 93, by and between

ROYAL VIRGINIA GOLF CLUB, INC.,

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation,  
doing business in Virginia as Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

### WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own telephone, television and other communication purposes; for lighting purposes; and for the attachment of the wires and facilities of any other public service company, including but not limited to the right:

~~1.1. to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment,~~

Initials: Q

Form No. 720403 (Mar 82)  
(Formerly 720402, 720403, 720811 and 720812)  
Overhead and Underground Easement  
(Page 1 of 4 Pages)

Go 292-468



VIRGINIA POWER

## Right of Way Agreement

COR 18-10-04

accessories and appurtenances desirable in connection therewith, the width of said easement shall extend \_\_\_\_\_ ( \_\_\_\_\_ ) feet in width across the lands of GRANTOR, and,

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said easement shall extend Thirty ( 30 ) feet in width across the lands of GRANTOR.

2. The easement granted herein shall extend across the lands of GRANTOR situated in Goochland County, Virginia, as more fully described on Plat No. 87930027, which is attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat, reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of GRANTOR. GRANTEE shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

4. GRANTEE shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by GRANTEE shall remain the property of GRANTOR.

5. For the purpose of exercising the rights granted herein, GRANTEE shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private

Initials: R



VIRGINIA POWER

# Right of Way Agreement

COR 18-10-04

roads at any time. If there are no public or private roads reasonably convenient to the easement, GRANTEE shall have such right of ingress and egress over the lands of GRANTOR adjacent to the easement. GRANTEE shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

6. GRANTEE shall repair damage to roads, fences or other improvements outside the boundaries of the easement and shall repair or pay GRANTOR, at GRANTEE's option, for other damage done to GRANTOR's property outside the boundaries of the easement caused by GRANTEE in the process of the construction, inspection, and maintenance of GRANTEE's facilities, or in the exercise of its right of ingress and egress; provided GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after such damage occurs.

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with GRANTEE's exercise of any of its rights granted hereunder. GRANTOR shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, GRANTOR may construct on the easement fences and below ground obstructions as long as said fences and below ground obstructions do not interfere with GRANTEE's exercise of any of its rights granted hereunder. In the event such use does interfere with GRANTEE's exercise of any of its rights granted hereunder, GRANTEE may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by GRANTOR and acceptable to GRANTEE. In the event any such facilities are so relocated, GRANTOR shall reimburse GRANTEE for the costs thereof and convey to GRANTEE and equivalent easement at the new site.

8. GRANTEE shall have the right to assign or transfer, without limitation, to any public service company all or any part of the perpetual right, privilege and easement granted herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed and acknowledged by GRANTOR contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials:   P   \_\_\_\_\_

Form No. 720403(Aug 91)  
(Formerly 720402, 720403, 720511 and 720512)  
Overhead and Underground Easement  
(Page 3 of 4 Pages)

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Right of Way Agreement



VIRGINIA POWER

COR 16-10-04

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that GRANTOR is a corporation duly organized and existing under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this easement on behalf of said corporation.

IN WITNESS WHEREOF, GRANTOR has caused its corporate name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

Corporate Name: Royal Virginia Golf Club, Inc.

By: Hiroshi Hongo

Its: Executive Vice President

State of California

City/County of Contra Costa

The foregoing instrument was acknowledged before me this May 13, 1993  
(Date)

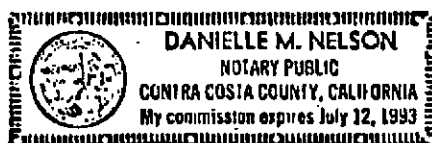
by Hiroshi Hongo, Executive Vice President  
(Name of officer or agent) (Title of officer or agent)

of Royal Virginia Golf Club, Inc., a California  
(Name of corporation) (State of incorporation)

corporation, on behalf of the corporation.

Danielle M. Nelson  
Notary Public

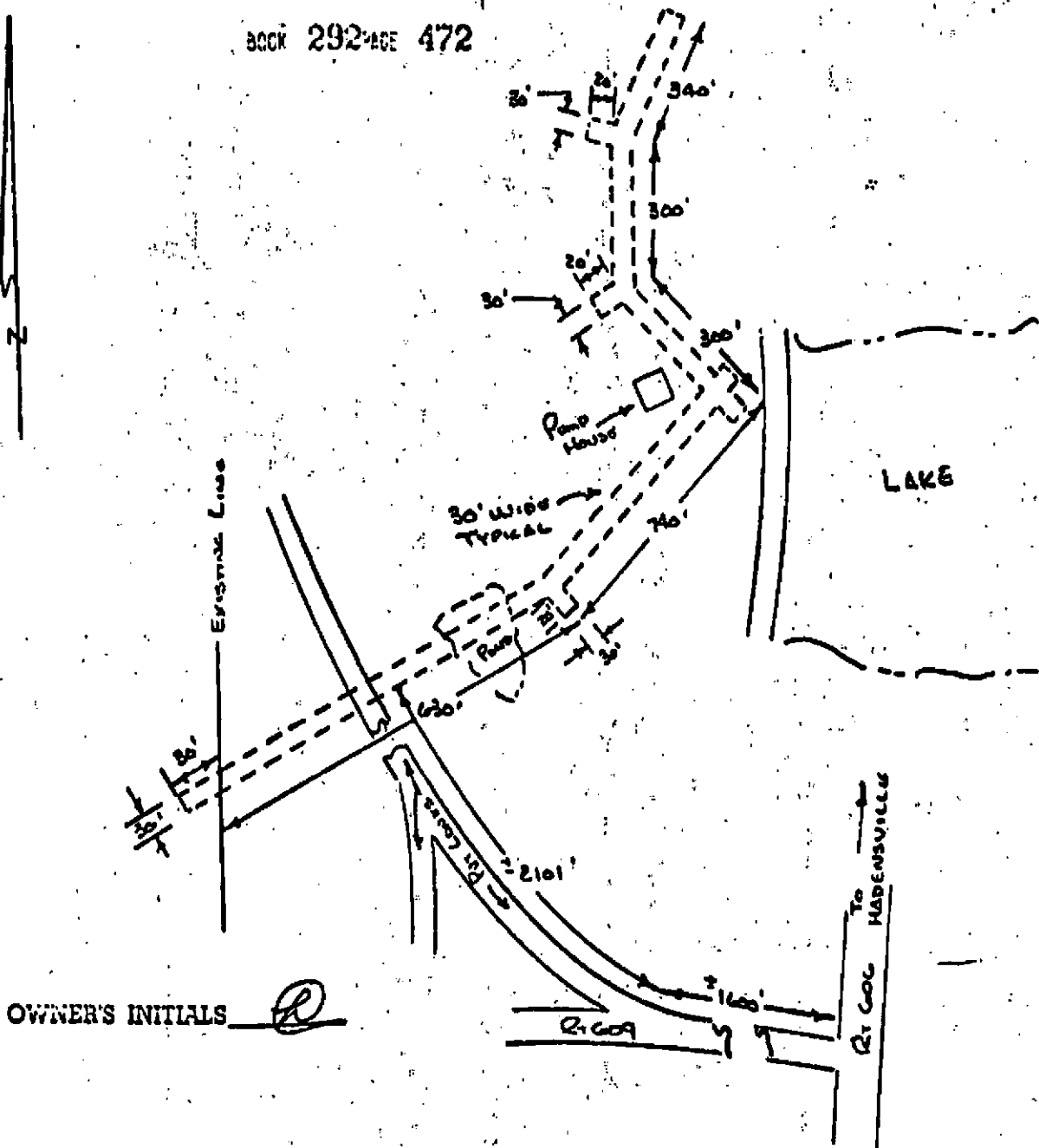
My commission expires: July 12, 1993



Form No. 728553(Mar 92)  
Corporate Signature Page  
(Page \_\_\_\_ of \_\_\_\_ Pages)

St. R. Tax	<u>.15</u>	VIRGINIA: IN THE CLERK'S OFFICE OF THE
Co. R. Tax	<u>.105</u>	CIRCUIT COURT OF GOOCHLAND COUNTY
Transfer		The foregoing instrument with acknowledgment
Library	<u>1.00</u>	was admitted to record on <u>6-4-1993</u>
Clerk	<u>13.00</u>	at <u>10:05 A.M.</u> in D.B. <u>292</u> Page(s) <u>1</u>
Grantor Tax		Recording costs paid as shown.
Total	<u>\$14.20</u>	Teste: <u>Charlotte W. Carpenter</u> Clerk. <u>Deputy</u>

BOOK 292 PAGE 472



OWNER'S INITIALS R

property owned by  
Royal Virginia Golf Club, Inc.

**Legend**

——— Location of Boundary Lines of Right of Way

Form No. 720480 (Jan 89)  
(Formerly 87556033)



**VIRGINIA POWER**

Virginia Electric and Power Company

**Plat to Accompany  
Right of Way Agreement**

COR 16

District	Orange	County-City	State
District-Township-Borough	Byrd	Goachland	VA
Office	Orange	Plat Number	87930027
Estimate Number	8730400158	Grid Number	G1115
Date	4-28-93	By	Perry H. H. H.



300-519

ACCESS AND UTILITY EASEMENT

#3402  
THIS ACCESS AND UTILITY EASEMENT AGREEMENT (this "Access Easement Agreement") is made this 23rd day of September, 1993, by and between THE ROYAL VIRGINIA GOLF CLUB, INC., a California corporation (formerly known as COOKE & ANDREWS HADENSVILLE, INC.) ("Grantor"), and RONALD L. McGEHEE AND LORRAINE B. McGEHEE, husband and wife (collectively referred to herein as "Grantee").

R E C I T A L S:

A. Grantor is the fee simple owner of that certain parcel of land located in Goochland County, Virginia, conveyed by deed from Algie M. Pulley, Jr., dated January 15, 1991, and recorded in the Office of the Clerk of the Circuit Court of Goochland County, Virginia at Deed Book 259, page 22 (the "Property").

B. Grantee is the fee simple owner of that certain parcel of property, zoned A-1, located in Goochland County, Virginia, conveyed by deed dated July 11, 1983 from Augusta H. McGehee, which is recorded in the Office of the Clerk of the Circuit Court of Goochland County, Virginia at Deed Book 181, page 454 ("Grantee's Property").

C. Grantee wishes to enter into this Access Easement for the purpose of obtaining the right of ingress and egress from Grantee's Property to and from State Route 606.

Bo 300-519

BOOK 300 PAGE 520

**W I T N E S S E T H:**

THAT for \$10.00, the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee the following described easement for the benefit of Grantee's Property, subject to the terms and conditions contained herein:

A 50' (fifty) foot wide non-exclusive right, easement and privilege of passage for vehicular and pedestrian ingress to and access from Grantee's Property to State Route 606 across that portion of the Property as more particularly described on Exhibit A attached hereto (the "Easement Area").

1. Driveway. Grantee shall not use the Easement Area until such time as it has constructed, at its sole cost and expense, a private, hard surface, all weather driveway within that portion of the Easement Area between Grantee's Property and existing State Route 679 (the "Driveway"). Before construction of the Driveway may commence, Grantee shall submit a set of the construction plans to Grantor for its review and approval, which approval shall not be unreasonably withheld, and shall have obtained all necessary governmental approvals, permits, and licenses.

2. Utilities. Provided that such use does not interfere with Grantor's ability to use and enjoy its property, Grantee shall have the right, at its own expense, to construct, install, maintain and replace, within the Easement Area, the following: pipes, conduits, cables and any appurtenances thereto for the purpose of providing gas, water, sewer, telephone, electric, or

cable service to the Property (the "Utilities"). Prior to installing the Utilities, Grantee shall provide Grantor with a set of the construction plans for its approval, which approval shall not be unreasonably withheld. These plans must show the proposed location and depth of the Utilities.

3. Maintenance. Maintenance of the Driveway and the Utilities shall be at Grantee's sole cost and expense. Upon completion of the Utilities, Grantee shall restore any disturbed areas of Grantee's property to substantially the same condition as existed prior to the construction of the Utilities.

4. Indemnification. Grantee shall indemnify, defend, and hold harmless Grantor for all claims, suits, costs, expenses, liabilities, debts and obligations, including attorneys' fees, arising from Grantee's use of the Easement Area.

5. Agreement Runs With the Land. This Easement Agreement runs with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, tenants, heirs, executors and personal representatives.

6. Warranty of Title. The Easement Area is granted to Grantee without any warranties of title and is subject to every lease, easement, reservation, restriction or other servitude or encumbrance now of record, or of which Grantee has notice, affecting the Property.

7. Abandonment of State Route 679. Grantee acknowledges that Grantor intends to request to the proper local and state agencies that State Route 679 be removed from the Virginia

Department of Transportation System, whereby it shall become a private road owned by Grantor, over which Grantee has the right to pass. Grantee further agrees not to oppose this request and covenants to execute any necessary documents and give any approvals that may be required by local or state agencies in furtherance of the abandonment of State Route 679.

8. Entire Agreement. This Access Easement Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified unless such amendment or modification is in writing signed by the party to be charged thereby.

9. Corporate Authority. The party executing this Access Easement Agreement warrants and represents to Grantee that it has full corporate authority to do so.

WITNESS the following duly authorized signatures and seals:

GRANTOR:

THE ROYAL VIRGINIA GOLF CLUB,  
INC.

By:

*Richard H. Hogg*  
Title: Executive Vice President

GRANTEE:

RONALD L. MCGEHEE  
LORRAINE B. MCGEHEE

By:

*Ronald L. McGehee*  
Ronald L. McGehee

By:

*Lorraine B. McGehee*  
Lorraine B. McGehee

300-523

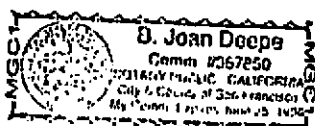
~~State of California~~  
~~COMMONWEALTH OF VIRGINIA~~

CITY/COUNTY OF San Francisco, to-wit:

The foregoing instrument was acknowledged before me this  
28th day of September, 1993 by Hiroshi Hony as  
Executive Vice President of THE ROYAL VIRGINIA GOLF CLUB, INC., a California  
corporation.

My commission expires:

June 25, 1996  
D. Joan Deepe  
Notary Public



COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me this  
23 day of July, 1993 by RONALD L. McGEHEE.

My commission expires:

My Commission Expires October 31, 1997

Sue Tarzia  
Notary Public

COMMONWEALTH OF VIRGINIA

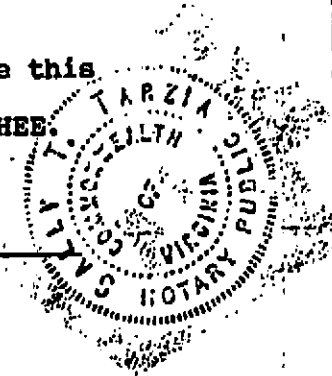
CITY/COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me this  
23 day of July, 1993 by LORRAINE B. McGEHEE.

My commission expires:

My Commission Expires October 31, 1997

Sue Tarzia  
Notary Public



St. R. Tax            U:\4381\ccorkle\43401c.mil  
Co. R. Tax            VIRGINIA: IN THE CLERK'S OFFICE OF THE  
Transfer            CIRCUIT COURT OF GOOCHLAND COUNTY  
Library 1.00 The foregoing instrument with acknowledgment  
Clerk 13.00 was admitted to record on 11-4- 1993  
Grantor Tax            at 12:12 P.M. in D.B. 300 Page(s)  
Total \$ 14.00 Recording costs paid as shown.

Teste: Charlatti W. Carpenter Clerk.

Mailed to Designed Telecommunications  
Inc. 12-6-99

# 4722 42-103-(2-94)

BOOK 422 PAGE 398

Sheet 1 of 4

**Buried Cable**

This Deed of Easement, made this 4th day of November, 1999 between Royal Virginia Golf Club, LLC, successors or assigns, hereinafter called "Grantor" and BELL ATLANTIC - VIRGINIA, INC., hereinafter called "Grantee".

**WITNESSETH**

Received of BELL ATLANTIC - VIRGINIA, INC., One Dollar (\$1.00) in consideration of which the undersigned hereby grant and convey unto said Grantee, its successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace, and remove a communication system consisting of such buried cables, buried wires, posts, terminals, location markers, and other appurtenances, as the Grantee may from time to time require, upon, under, across, and over the land which the undersigned own or in which the undersigned have any interest; said land being located in the District of Byrd, County of Goochland and State of Virginia, and upon, under, along and over the roads, streets, and highways adjoining the said land, together with the following rights: Of ingress and egress over, under, and across the lands of the undersigned to and from said systems for the purpose of exercising the rights herein granted; to open and close fences, cut down and keep cut down all trees and undergrowth within five (5) feet of said system; and to carry in said system the wires, cables, circuits, and appurtenances of any other company; including all electric wires. Said easement being located and described on said land as follows:

**Estates at Royal Virginia – Section 1, as indicated on the sketch attached hereto and made a part hereof.**

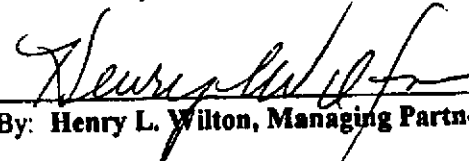
The Grantee will pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid system.

Prepared by D-tel, Inc. for Bell Atlantic – Virginia, Inc.

60 422 398

Witness this 8<sup>th</sup> day of November, 1999.

Grantor: Royal Virginia Golf Club, LLC

 (Seal)  
By: Henry L. Wilton, Managing Partner

STATE OF Virginia

COUNTY OF Norfolk

I, Carolyn A. Lipes, a Notary Public in and for the  
state of Virginia, Hereby certify that

Henry Wilton whose name is signed to the

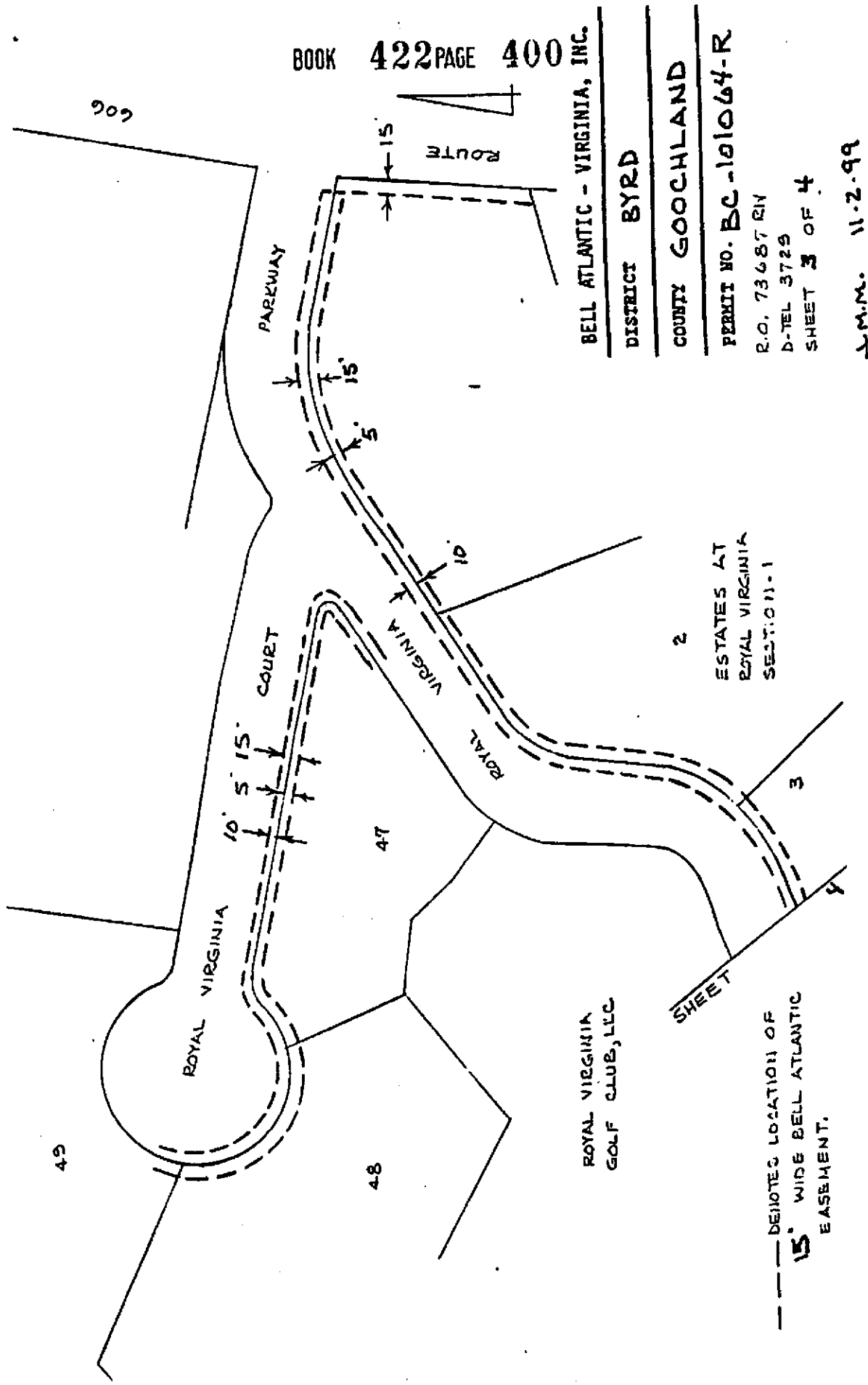
foregoing instrument, has acknowledged the same before me this

8<sup>th</sup> day of November, 1999.

My commission Expires: October 31, 2001

Carolyn A. Lipes

Notary Public



BOOK 422 PAGE 400

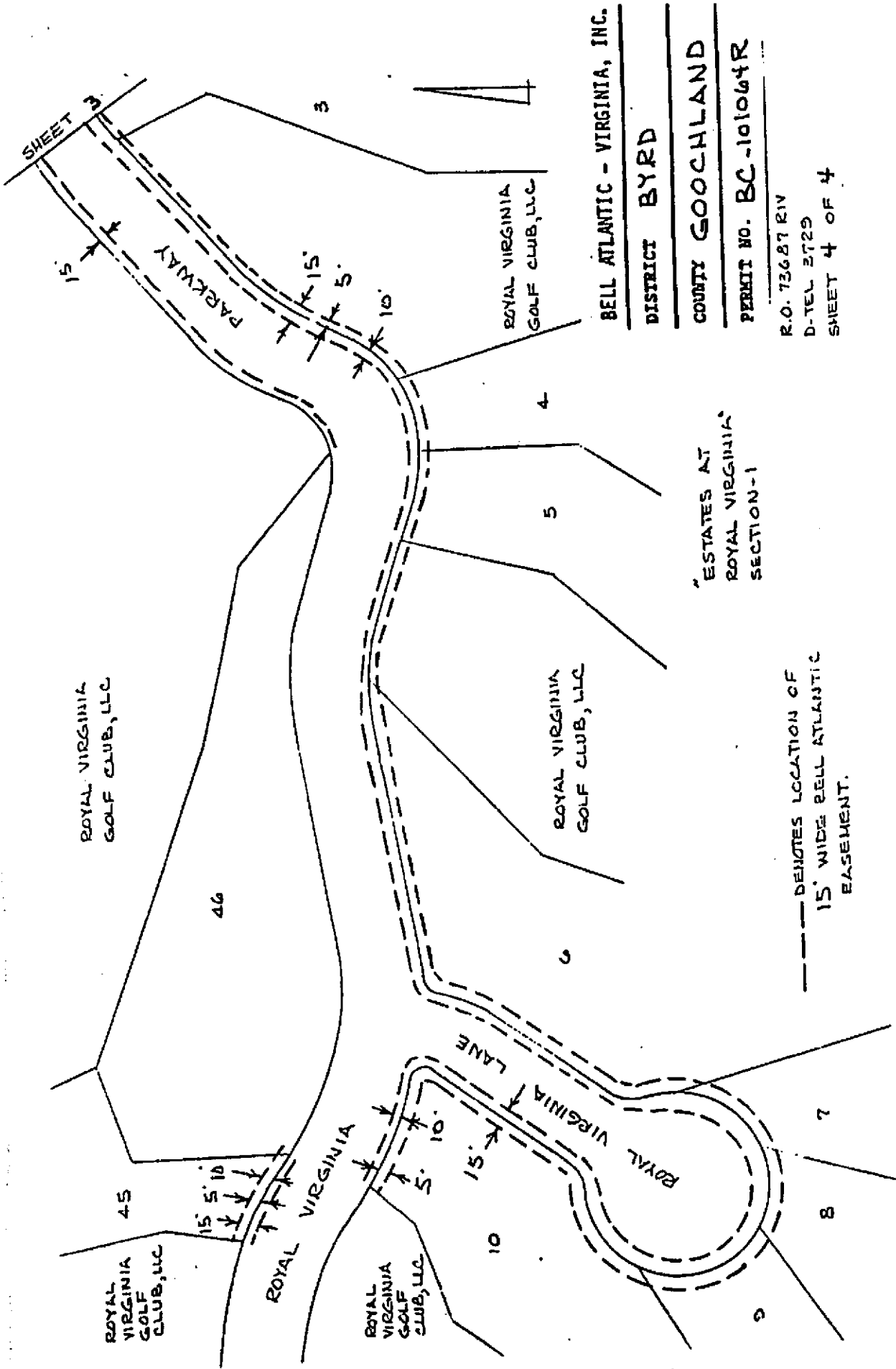
BELL ATLANTIC - VIRGINIA, INC.  
DISTRICT BYRD  
COUNTY GOOCHLAND  
PERMIT NO. BC-101064-R  
R.O. 73687 RN  
D-TEL 3729  
SHEET 3 OF 4  
J.M.M. 11-2-99

2  
ESTATES AT  
ROYAL VIRGINIA  
SECTION 11-1

ROYAL VIRGINIA  
GOLF CLUB, LLC

--- DEOTES LOCATION OF  
15' WIDE BELL ATLANTIC  
EASEMENT.





"ESTATES AT  
ROYAL VIRGINIA"  
SECTION-1

--- DENOTES LOCATION OF  
15' WIDE BELL ATLANTIC  
EASEMENT.

BELL ATLANTIC - VIRGINIA, INC.  
DISTRICT BYRD  
COUNTY GOOCHLAND  
PERMIT NO. BC-101064R

R.O. 73627 RIV  
D-TEL 2729  
SHEET 4 OF 4

J.M.M. 11-2-99

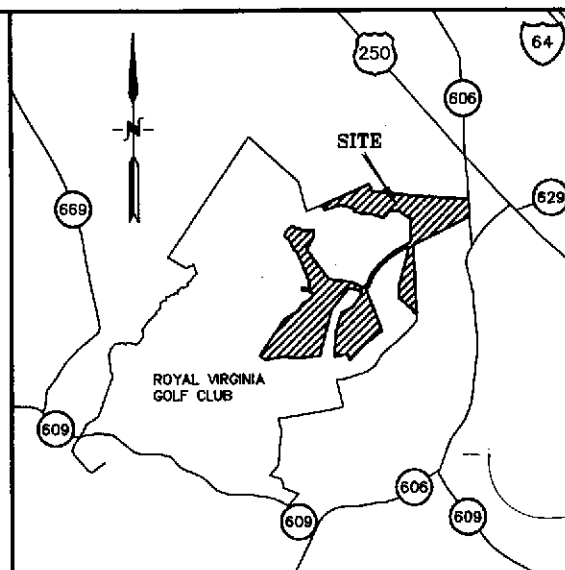
INSTRUMENT #990004722  
RECORDED IN THE CLERK'S OFFICE OF  
GOOCHLAND COUNTY ON  
NOVEMBER 15, 1999 AT 12:05PM  
LEE G. TURNER, CLERK

BY: Charles Carpenter (IC)

164

## PROFFERED CONDITIONS

1. MINIMUM AREA REQUIREMENT - THE MINIMUM LOT AREA WITHIN THE ROYAL VIRGINIA DEVELOPMENT SHALL BE FIVE (5) ACRES WITH AN AVERAGE LOT SIZE OVER THE ENTIRE DEVELOPMENT OF SEVEN (7) ACRES. THE MINIMUM LOT AREA SHALL BE EXCLUSIVE OF ALL RIGHT-OF-WAYS, PONDS, LAKES, RIVERS, AND GOLF COURSE FAIRWAYS, TEES AND GREENS.
2. GOLF COURSE REMAINING A-1 - THE ROYAL VIRGINIA GOLF COURSE CONTAINING APPROXIMATELY 195 ± ACRES OF LAND WITHIN THE DEVELOPMENT SHALL REMAIN AGRICULTURAL. THE REMAINING PORTION OF THE DEVELOPMENT CONTAINING APPROXIMATELY 515 ± ACRES OF LAND SHALL BE REZONED TO R-R (RESIDENTIAL RURAL DISTRICT).
3. NUMBER OF LOTS - A MAXIMUM OF FIFTY-THREE LOTS SHALL BE DEVELOPED ON THE PROPERTY.
4. LIMITED ACCESS FROM ROUTE 609 - ACCESS SHALL BE LIMITED TO NO MORE THAN TWO (2) ACCESS POINTS FROM ROUTE 609. THESE ACCESS POINTS SHALL FURTHER BE LIMITED TO NO MORE THAN TWO (2) LOTS DEVELOPED PER ACCESS POINT.
5. RESTRICTING THE SUBDIVISION OF LOTS - NO LOT WITHIN THE SUBDIVISION SHALL BE SUBDIVIDED. THIS STIPULATION SHALL ALSO BE INCLUDED IN THE DEED RESTRICTIONS WHEN EACH LOT IS SOLD.
6. DUAL ENTRANCE - THERE SHALL BE A DUAL ENTRANCE TO THE SUBDIVISION FROM ROUTE 606. THE MEDIAN SHALL EXTEND FROM THE ENTRANCE TO THE OPEN LAND AND SHALL BE 20 FEET WIDE WITH THE DRIVE LANES ON EITHER SIDE TO MEET VDOT REQUIREMENTS FOR ONE-WAY TRAFFIC.
7. OPEN SPACE - THE OPEN SPACE WITHIN THE DEVELOPMENT SHALL CONTAIN THE FOLLOWING PERMITTED USES:
  - A. PASSIVE OR ACTIVE RECREATION AND FACILITIES, PEDESTRIAN AND JOGGING TRAILS, BICYCLE PATHS, PICNIC AND SITTING AREAS, EQUESTRIAN FACILITIES AND SIMILAR FACILITIES SERVING RESIDENTS OF THE DEVELOPMENT OR THEIR GUESTS.
  - B. FOREST, WILDLIFE RESERVATIONS, CONSERVATION AREAS, AND MEDIATION SITES.
  - C. PRIVATE STABLES AND OTHER FACILITIES FOR KEEPING HORSES OR PONIES FOR PERSONAL ENJOYMENT OF RESIDENTS OF THE DEVELOPMENT AND NOT AS A BUSINESS, PROVIDED THAT ALL BUILDINGS FOR THE HOUSING OF ANIMALS SHALL BE LOCATED AT LEAST TWO HUNDRED (200) FEET FROM THE PERIMETER OF THE SITE AND FROM PROPERTY LINES OF RESIDENTIAL LOTS.
  - D. NATURAL OR LANDSCAPED BUFFERS.
  - E. FACILITIES AND STRUCTURES NECESSARY FOR RENDERING UTILITY SERVICE, INCLUDING POLES, WIRES, TRANSFORMERS, TELEPHONE BOOTHS AND THE LIKE FOR NORMAL ELECTRICAL POWER DISTRIBUTION OR COMMUNICATION SERVICE, PIPELINES OR CONDUITS FOR ELECTRICAL, GAS, SEWER, OR WATER SERVICE, AND DRAIN FIELD SERVING THE DEVELOPMENT.
  - F. AGRICULTURAL USES, INCLUDING HORTICULTURE OR GENERAL FARMING, TRUCK GARDENS CULTIVATION OF CROPS OR SIMILAR AGRICULTURAL USES.
8. NO LOTS ABUTTING ROUTE 609 - NO LOTS SHALL ABUT ROUTE 609. A MINIMUM OF 100 FEET SHALL BE PROVIDED ALONG ROUTE 609 FOR OPEN SPACE.
9. BUFFER AREA - THERE SHALL BE A 100' BUFFER ALONG THE REAR OF THE LOTS ADJACENT TO PARCEL 11-1-3B (LOUISE W. & GEORGE PAYNE). NO BUILDING OF ANY KIND SHALL BE ALLOWED IN THE BUFFER. NO TREE WITH A DIAMETER OF GREATER THAN 5" SHALL BE REMOVED EXCEPT FOR RIDING AND/OR JOGGING TRAILS.
10. RESTRICTIVE COVENANTS - A RESTRICTIVE COVENANT SHALL BE RECORDED WITH THE SUBDIVISION REQUIRING THAT ANY PERSON ACCEPTING A DEED TO ANY LOT APPROVES THE CONDITIONS HEREIN CONTAINED. ADDITIONAL RESTRICTIONS WITH THE COVENANTS SHALL REQUIRE THAT ALL COMMON AREA AND OPEN SPACE EXCLUSIVE OF THE GOLF COURSE BE MAINTAINED BY THE HOMEOWNERS ASSOCIATIONS.
11. CUL DE SACS - THERE SHALL BE A MINIMUM TO TWO (2) ADDITIONAL CUL-DE-SACS ADDED TO THE AREA OF THE LINEAR LOTS ON THE WESTERN SIDE OF THE ROADWAY.



VICINITY MAP

SCALE: 1" = 2000'

## SOURCE OF TITLE

A portion of the property contained within the confines of this subdivision was conveyed to Estates At Royal Virginia, LLC from Royal Virginia Golf Club, LLC by deed dated July 13, 1998 and recorded July 16, 1998 in the Clerk's Office of the Circuit Court of Goochland County in Deed Book 387 on Page 473 and corrected by deed dated January 14, 2000 and recorded February 1, 2000 in the Clerk's Office of the Circuit Court of Goochland County in Deed Book 426 on Page 776.

Lot 5 of this subdivision was conveyed to Sandy R. Leo and Deborah S. Leo from Estates At Royal Virginia, LLC by deed dated October 28, 1999 and recorded November 1, 1999 in the Clerk's Office of the Circuit Court of Goochland County in Deed Book 421 on Page 629.

*George Z Bryant, Jr.*  
KOONTZ - BRYANT, P.C.

THE SOURCE OF TITLE ON THIS PLAT WAS  
CORRECTED TO SHOW THE PROPER  
CONVEYANCE OF THE SUBJECT PROPERTY.

## A CORRECTED PLAT OF ESTATES AT ROYAL VIRGINIA SECTION 1

BYRD DISTRICT \* GOOCHLAND COUNTY, VIRGINIA

DATE: FEBRUARY 1, 2000

SCALE: 1" = 200'



**Koontz Bryant, P.C.**  
ENGINEERS & SURVEYORS

1100 WELBORNE DRIVE RICHMOND, VIRGINIA 23229  
(804) 740-9200 EMAIL: kbpc@erols.com FAX (804) 740-7338

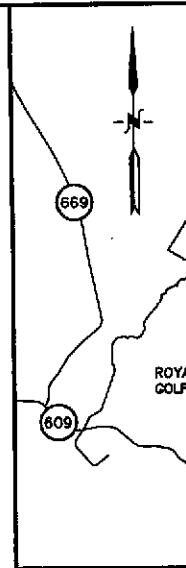
## SURVEYOR'S CERTIFICATE

To the best of my knowledge and belief, the minimum requirements as set forth in the ordinance for approving plats of subdivision for recordation in Goochland County, Virginia have been complied with. All lot corners have been marked with iron pins set as shown on plat or will be set by February 1, 2001.

*George Z Bryant, Jr.*  
KOONTZ - BRYANT, P.C.

## PROFFERED CONDITIONS

1. MINIMUM AREA REQUIREMENT - THE MINIMUM LOT AREA WITHIN THE ROYAL VIRGINIA DEVELOPMENT SHALL BE FIVE (5) ACRES WITH AN AVERAGE LOT SIZE OVER THE ENTIRE DEVELOPMENT OF SEVEN (7) ACRES. THE MINIMUM LOT AREA SHALL BE EXCLUSIVE OF ALL RIGHT-OF-WAYS, PONDS, LAKES, RIVERS, AND GOLF COURSE FAIRWAYS, TEES AND GREENS.
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  - B. FOREST, WILDLIFE RESERVATIONS, CONSERVATION AREAS, AND MEDIATION SITES.
  - C. PRIVATE STABLES AND OTHER FACILITIES FOR KEEPING HORSES OR PONIES FOR PERSONAL ENJOYMENT OF RESIDENTS OF THE DEVELOPMENT AND NOT AS A BUSINESS, PROVIDED THAT ALL BUILDINGS FOR THE HOUSING OF ANIMALS SHALL BE LOCATED AT LEAST TWO HUNDRED (200) FEET FROM THE PERIMETER OF THE SITE AND FROM PROPERTY LINES OF RESIDENTIAL LOTS.
  - D. NATURAL OR LANDSCAPED BUFFERS.
  - E. FACILITIES AND STRUCTURES NECESSARY FOR RENDERING UTILITY SERVICE, INCLUDING POLES, WIRES, TRANSFORMERS, TELEPHONE BOOTHS AND THE LIKE FOR NORMAL ELECTRICAL POWER DISTRIBUTION OR COMMUNICATION SERVICE, PIPELINES OR CONDUITS FOR ELECTRICAL, GAS, SEWER, OR WATER SERVICE, AND DRAIN FIELD SERVING THE DEVELOPMENT.
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11. CUL DE SACS - THERE SHALL BE A MINIMUM TO TWO (2) ADDITIONAL CUL-DE-SACS ADDED TO THE AREA OF THE LINEAR LOTS ON THE WESTERN SIDE OF THE ROADWAY.



## SOURCE OF TITLE

A portion of the property of this subdivision was conveyed to Royal Virginia, LLC from Royal Virginia, dated July 13, 1998 and recorded in the Clerk's Office of the Circuit Court in Deed Book 387 on Page 14, 2000 and in the Clerk's Office of the County in Deed Book 426 on Page 14.

Lot 5 of this subdivision was conveyed to Deborah S. Leo from E. Leo by deed dated October 28, 1999 in the Clerk's Office of Goochland County in Deed Book 426 on Page 14.

THE SOURCE OF  
CORRECTED TO  
CONVEYANCE OF

A CORRECTED  
ESTABLISHED  
ROYAL  
SECTION

BYRD DISTRICT \* GC  
DATE: FEBRUARY 1, 2000

Koontz  
ENGINEER

1100 WELBORNE DRIVE  
(804) 740-9200 EMAIL: kb

98483RC1.DWG

ST

## SURVEYOR'S CERTIFICATE

To the best of my knowledge and belief, the minimum requirements as set forth in the ordinance for approving plats of subdivision for recordation in Goochland County, Virginia have been complied with. All lot corners have been marked with iron pins set as shown on plat or will be set by February 1, 2001.

*Henry Z. Bryant, Jr.*  
KOONTZ - BRYANT, P.C.

## UBLIC

Public, in and for the Commonwealth  
HENRY L. WILTON  
Division Certificate, has  
*14th* day of *February*, 2000.

*10-31-01*

My Commission Expires

## UBLIC

Public, in and for the Commonwealth  
G. LYNN BUTLER  
Division Certificate, has  
*17* day of *February*, 2000.

*2/28/02*

My Commission Expires

## UBLIC

Public, in and for the Commonwealth  
SANDY R. LEO AND DEBORAH S. LEO  
Subdivision Certificate, have  
*2 of Goochland* and Commonwealth

*16th* day of *February*, 2000.

*September 30, 2003*

My Commission Expires

## UBLIC

Public, in and for the Commonwealth  
S. JAMES JOHNSON, JR.  
Division Certificate, has  
*Dunley* and Commonwealth

*16th* day of *February*, 2000.

*12-31-01*

My Commission Expires

SUBDIVISION CERTIFICATE

The subdivision of land shown herein designated as  
**A CORRECTED PLAT OF ESTATES AT ROYAL VIRGINIA - SECTION 1**  
is with the free consent and in accordance with the desires of the undersigned owners; there is a mortgage on this property. The dedication of the street and easements is of the width and extent shown on this plat. All state and county taxes or other assessments now due on this land have been paid. All easements are for surface and underground drainage and underground and overhead utilities.

Given under my hand and seal this 14 day of FEBRUARY, 2000.

ROYAL VIRGINIA GOLF CLUB, LLC

Henry L. Wilton  
BY HENRY L. WILTON - MANAGING PARTNER

BRANCH BANKING & TRUST

G. Lynn Butler  
G. LYNN BUTLER - TRUSTEE

LOT 5

Sandy R. Leo      Deborah S. Leo  
SANDY R. LEO      DEBORAH S. LEO

COLONIAL FARM CREDIT, ACA

S. James Johnson, Jr.  
S. JAMES JOHNSON, JR. - TRUSTEE

CERTIFICATION BY CIRCUIT COURT

In the Office of the Clerk of the Circuit Court of the County of Goochland, Virginia, 2000, Admitted to record at 2:01 o'clock, P.m. on the 18th day of February.

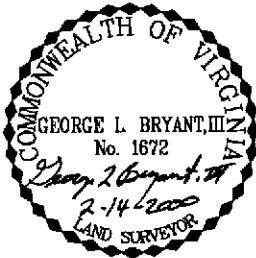
Jo Anne Carter  
Jo Anne Carter  
Circuit Court Clerk

PLANNING COMMISSION APPROVAL

Approved by the Goochland County Planning Commission

2-18-2000      J. T. Paay Jr.  
Date      Chairman

CALC. CHECK:	EAH
ENGINEERING:	
SURVEYS:	EAH



CERTIFICATION BY NOTARY PUBLIC

Commonwealth of Virginia:  
County of Henrico  
I, Carolyn A. Lipes a Notary Public, in and for the Commonwealth of Virginia, do hereby certify that HENRY L. WILTON whose name is signed to the Subdivision Certificate, has appeared before me in my County and Commonwealth aforesaid.

Given under my hand and seal this 14th day of February, 2000.

Carolyn A. Lipes      10-31-01  
Notary Public      My Commission Expires

CERTIFICATION BY NOTARY PUBLIC

Commonwealth of Virginia:  
City of Richmond  
I, Sarah Redingfeld a Notary Public, in and for the Commonwealth of Virginia, do hereby certify that G. LYNN BUTLER whose name is signed to the Subdivision Certificate, has appeared before me in my City of Richmond and Commonwealth aforesaid.

Given under my hand and seal this 17 day of February, 2000.

Sarah Redingfeld      2/28/02  
Notary Public      My Commission Expires

CERTIFICATION BY NOTARY PUBLIC

Commonwealth of Virginia:  
County of Goochland  
I, Robbin D. Bryce a Notary Public, in and for the Commonwealth of Virginia, do hereby certify that SANDY R. LEO AND DEBORAH S. LEO whose names are signed to the Subdivision Certificate, have appeared before me in my County of Goochland and Commonwealth aforesaid.

Given under my hand and seal this 16th day of February, 2000.

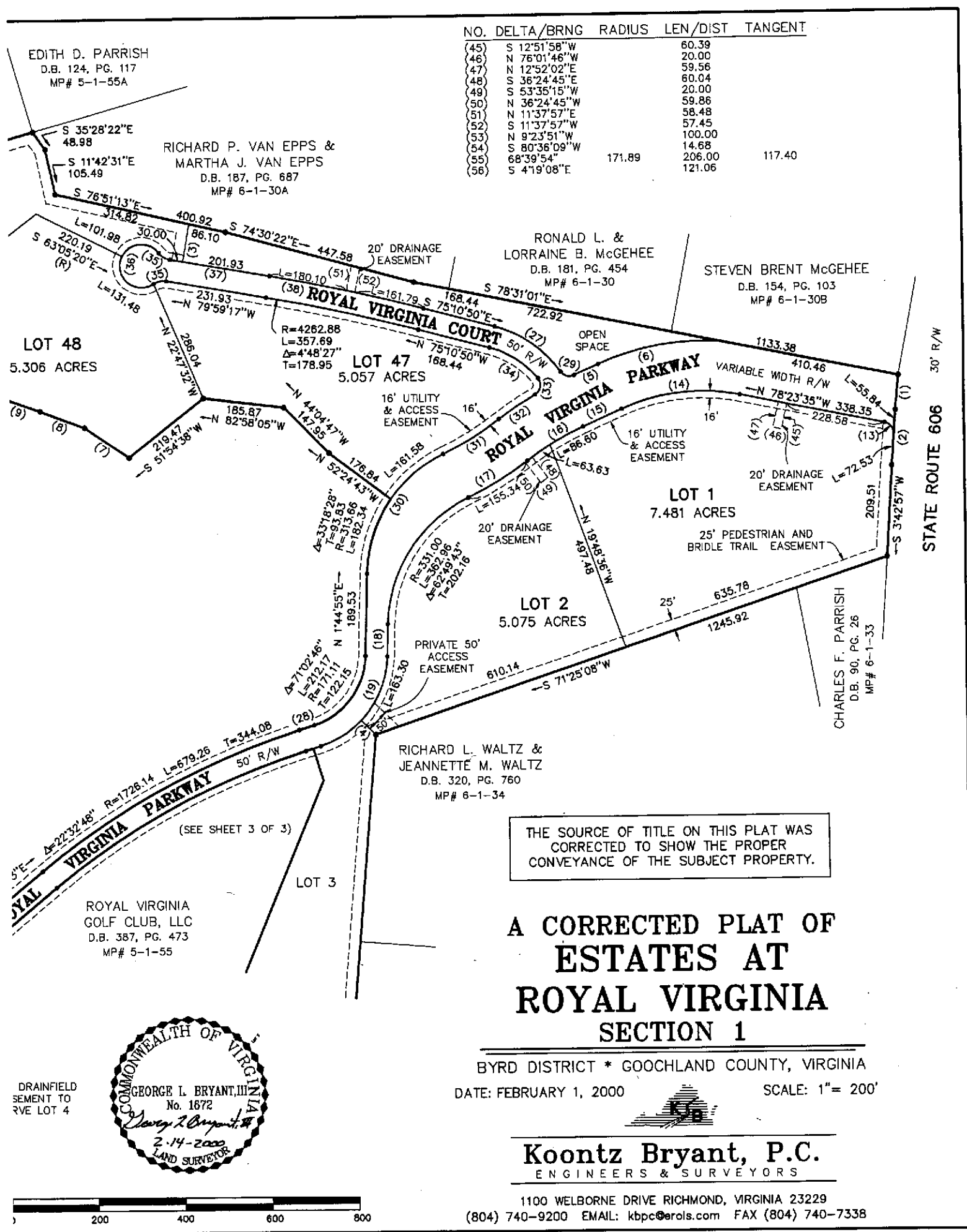
Robbin D. Bryce      September 30, 2003  
Notary Public      My Commission Expires

CERTIFICATION BY NOTARY PUBLIC

Commonwealth of Virginia:  
County of Hanover  
I, Bobbi B. Powell a Notary Public, in and for the Commonwealth of Virginia, do hereby certify that S. JAMES JOHNSON, JR. whose name is signed to the Subdivision Certificate, has appeared before me in my County and Commonwealth aforesaid.

Given under my hand and seal this 16th day of February, 2000.

Bobbi B. Powell      12-31-01  
Notary Public      My Commission Expires



TANGENT

20.80  
191.55  
76.14  
50.40  
29.87  
69.46  
16.06

181.05

N 74°18'31"E 1038.06  
25' PEDESTRIAN AND BRIDLE TRAIL EASEMENT

LOT 49  
6.087 ACRES

305.66  
N 67°07'03"W

N 52°30'54"E 461.00

(12) (11) (10) (9) (8) (7)

LOT 48  
5.306 ACRES

220.19  
S 63°05'20"E (R)

L=101.98 30.00

L=131.48

289.04  
N 22°17'32"W

185.87  
N 82°58'05"W

219.47  
S 51°54'38"W

LOT 47  
5.057 ACRES

R=4262.88  
L=357.69  
Δ=4°48'27"  
T=178.95

N 4°04'47"W  
L=157.95

N 52°24'43"W  
L=161.58

Δ=31°18'28"  
L=93.83  
R=313.66  
L=182.34

Δ=71°02'46"  
L=212.17  
R=171.17  
T=122.15

Δ=22°32'48" R=1726.14 L=679.26 T=344.08

Δ=27°54'03" R=427.36 L=208.21 T=106.21

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

EDITH D. PARRISH  
D.B. 124, PG. 117  
MP# 5-1-55A

S 35°28'22"E 48.98  
S 11°42'31"E 105.49

S 76°51'13"E 314.82

400.92  
S 74°30'22"E 447.58

201.93  
L=180.10 (51) (52)

L=161.79 S 75°10'50"E 168.44

722.92  
S 78°31'01"E (27) (29)

OPEN SPACE (8) (5)

LOT 1  
7.481 ACRE

25' I BRIDLE

LOT 2  
5.075 ACRES

Δ=86°60' L=86.60

Δ=63°63' L=63.63

N 16°48'35"W 497.46

Δ=71°25'08"W 610.14

LOT 3

Δ=71°02'46" L=212.17 R=171.17 T=122.15

Δ=22°32'48" R=1726.14 L=679.26 T=344.08

Δ=27°54'03" R=427.36 L=208.21 T=106.21

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

RICHARD P. VAN EPPS &  
MARTHA J. VAN EPPS  
D.B. 187, PG. 687  
MP# 6-1-30A

20' DRAINAGE EASEMENT

LOT 47  
5.057 ACRES

16' UTILITY & ACCESS EASEMENT

LOT 1  
7.481 ACRE

25' I BRIDLE

LOT 2  
5.075 ACRES

Δ=86°60' L=86.60

Δ=63°63' L=63.63

N 16°48'35"W 497.46

Δ=71°25'08"W 610.14

LOT 3

Δ=71°02'46" L=212.17 R=171.17 T=122.15

Δ=22°32'48" R=1726.14 L=679.26 T=344.08

Δ=27°54'03" R=427.36 L=208.21 T=106.21

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

NO.	DELTA/BRNG	RADIUS	LEN/DIS
(45)	S 12°51'58"W		60.39
(46)	N 76°01'46"W		20.00
(47)	N 12°52'02"E		59.56
(48)	S 36°24'45"E		60.04
(49)	S 53°35'15"W		20.00
(50)	N 36°24'45"W		59.86
(51)	N 11°37'57"E		58.48
(52)	S 11°37'57"W		57.45
(53)	N 9°23'51"W		100.00
(54)	S 80°36'09"W		14.68
(55)	68°39'54"	171.89	206.00
(56)	S 4°19'08"E		121.06

RONALD L. &  
LORRAINE B. McGEHEE  
D.B. 181, PG. 454  
MP# 6-1-30

20' DRAINAGE EASEMENT

LOT 47  
5.057 ACRES

16' UTILITY & ACCESS EASEMENT

LOT 1  
7.481 ACRE

25' I BRIDLE

LOT 2  
5.075 ACRES

Δ=86°60' L=86.60

Δ=63°63' L=63.63

N 16°48'35"W 497.46

Δ=71°25'08"W 610.14

LOT 3

Δ=71°02'46" L=212.17 R=171.17 T=122.15

Δ=22°32'48" R=1726.14 L=679.26 T=344.08

Δ=27°54'03" R=427.36 L=208.21 T=106.21

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

100' DRAINFIELD EASEMENT TO SERVE LOT 4

LOT 4

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

LOT 4

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

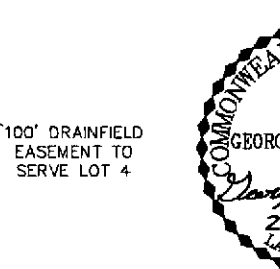
LOT 4

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39

Δ=55°08'57" L=96.80 T=178.41 R=185.35

Δ=55°56'43"E 250.67  
L=103.39



0 200 400 600 800

THE SOURCE OF TITLE ON THIS  
CORRECTED TO SHOW THE  
CONVEYANCE OF THE SUBJECT

# A CORRECTED ESTATES ROYAL VIRGINIA SECTION

BYRD DISTRICT \* GOOCHLAND CO

DATE: FEBRUARY 1, 2000

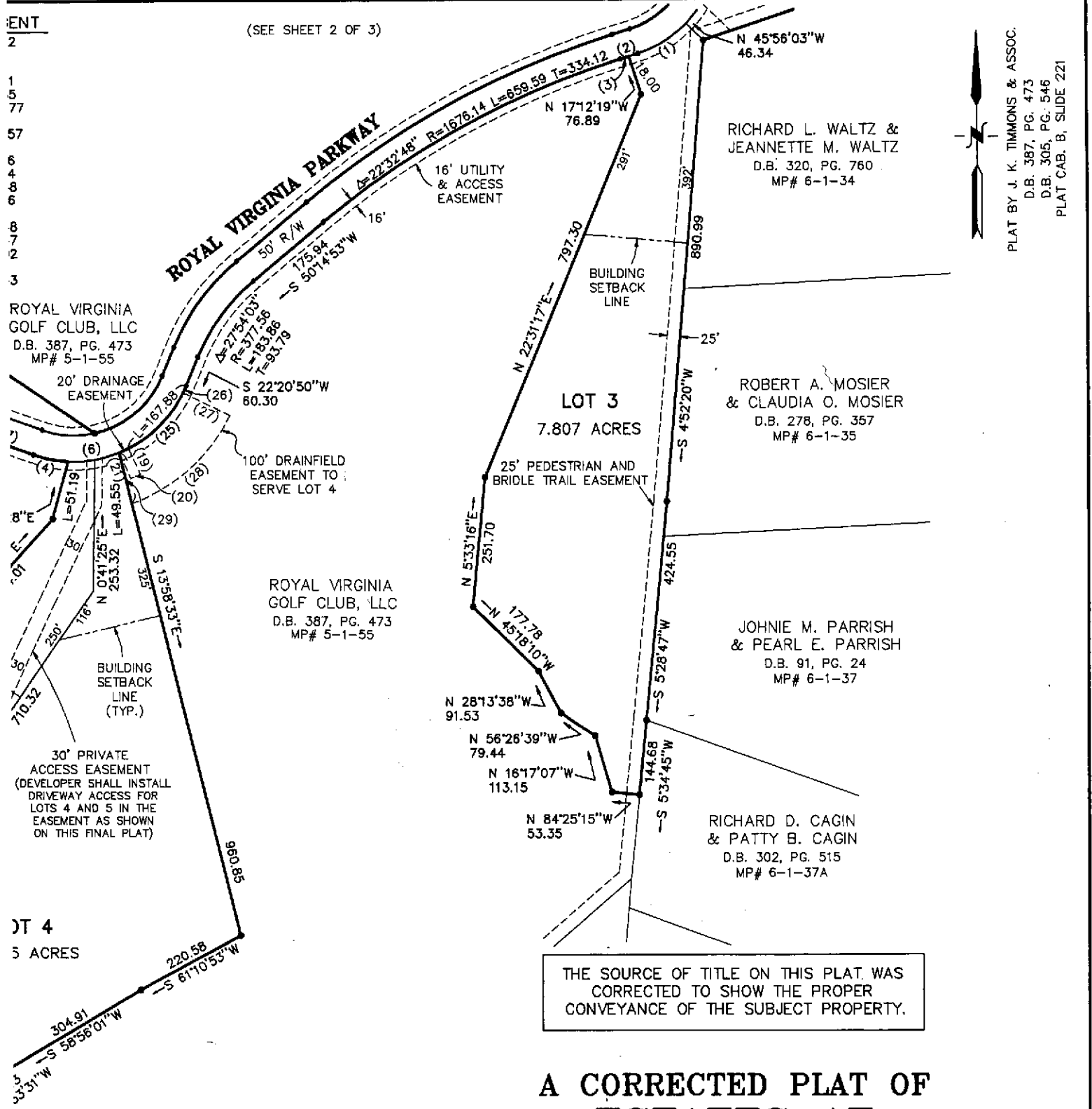
**Koontz Bryant**  
ENGINEERS & SURV

1100 WELBORNE DRIVE RICHMOND,  
(804) 740-9200 EMAIL: kbpc@erols.com

98483RC2.DWG

SHEET 2 OF 3





**A CORRECTED PLAT OF  
ESTATES AT  
ROYAL VIRGINIA  
SECTION 1**

BYRD DISTRICT \* GOOCHLAND COUNTY, VIRGINIA

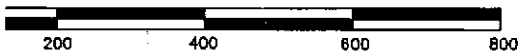
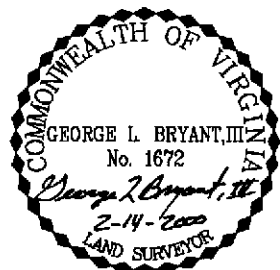
DATE: FEBRUARY 1, 2000

SCALE: 1" = 200'



**Koontz Bryant, P.C.**  
ENGINEERS & SURVEYORS

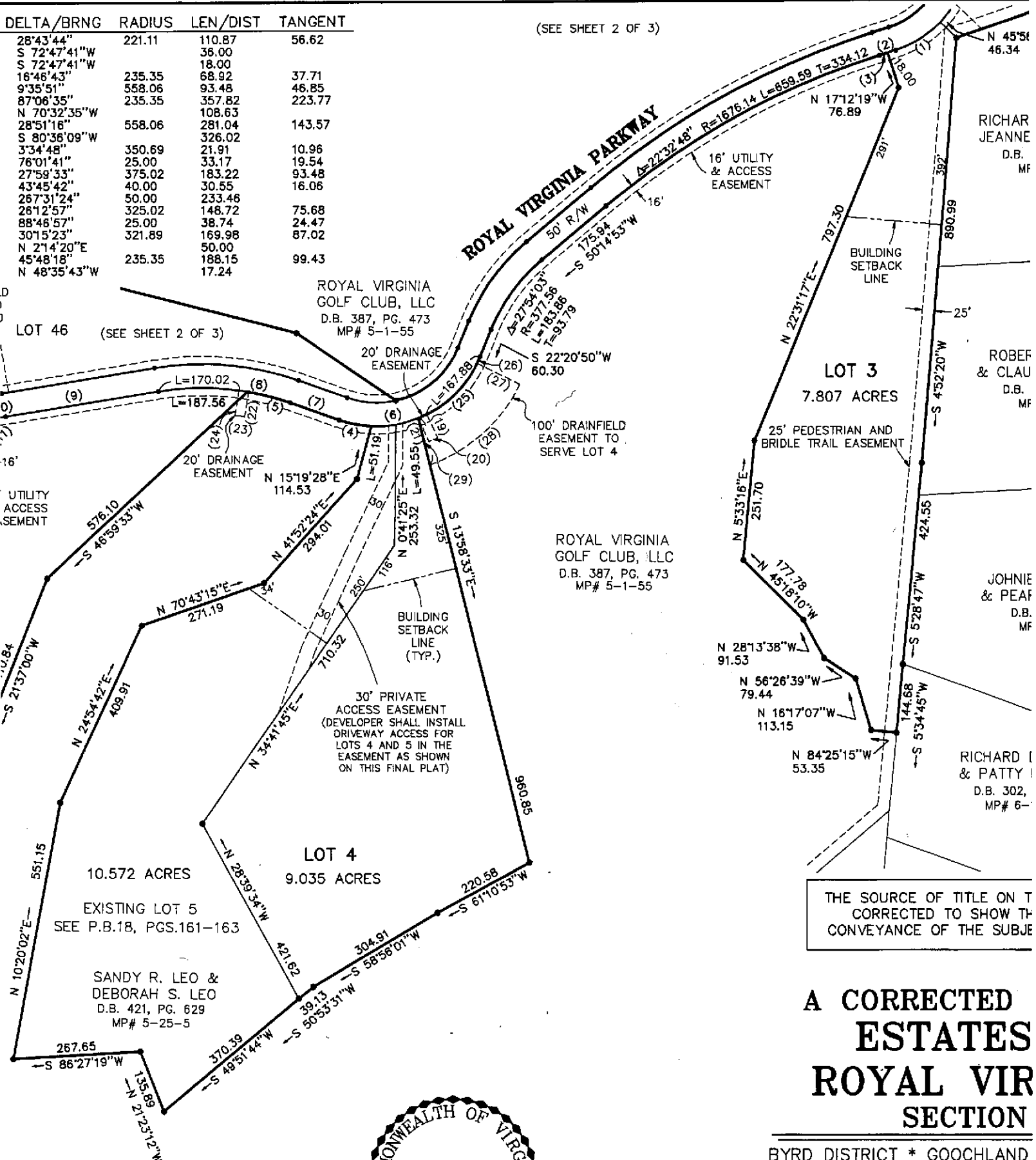
1100 WELBORNE DRIVE RICHMOND, VIRGINIA 23229  
(804) 740-9200 EMAIL: kbpc@erols.com FAX (804) 740-7338





DELTA/BRNG	RADIUS	LEN/DIST	TANGENT
28°43'44"	221.11	110.87	56.62
S 72°47'41"W		36.00	
S 72°47'41"W		18.00	
16°46'43"	235.35	68.92	37.71
9°35'51"	558.06	93.48	46.85
87°06'35"	235.35	357.82	223.77
N 70°32'35"W		108.63	
28°51'16"	558.06	281.04	143.57
S 80°36'09"W		326.02	
3°34'48"	350.69	21.91	10.96
76°01'41"	25.00	33.17	19.54
27°59'33"	375.02	183.22	93.48
43°45'42"	40.00	30.55	16.06
26°31'24"	50.00	233.46	
26°12'57"	325.02	148.72	75.68
88°46'57"	25.00	38.74	24.47
30°15'23"	321.89	169.98	87.02
N 2°14'20"E	235.35	50.00	99.43
45°48'18"		188.15	
N 48°35'43"W		17.24	

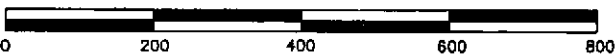
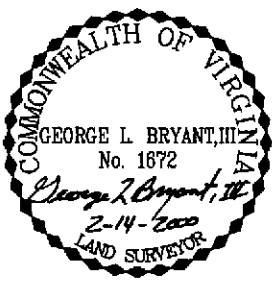
(SEE SHEET 2 OF 3)



THE SOURCE OF TITLE ON T  
CORRECTED TO SHOW TH  
CONVEYANCE OF THE SUBJE

# A CORRECTED ESTATES ROYAL VIR SECTION

BYRD DISTRICT \* GOOCHLAND  
DATE: FEBRUARY 1, 2000



**Koontz Bryan**  
ENGINEERS & SUR

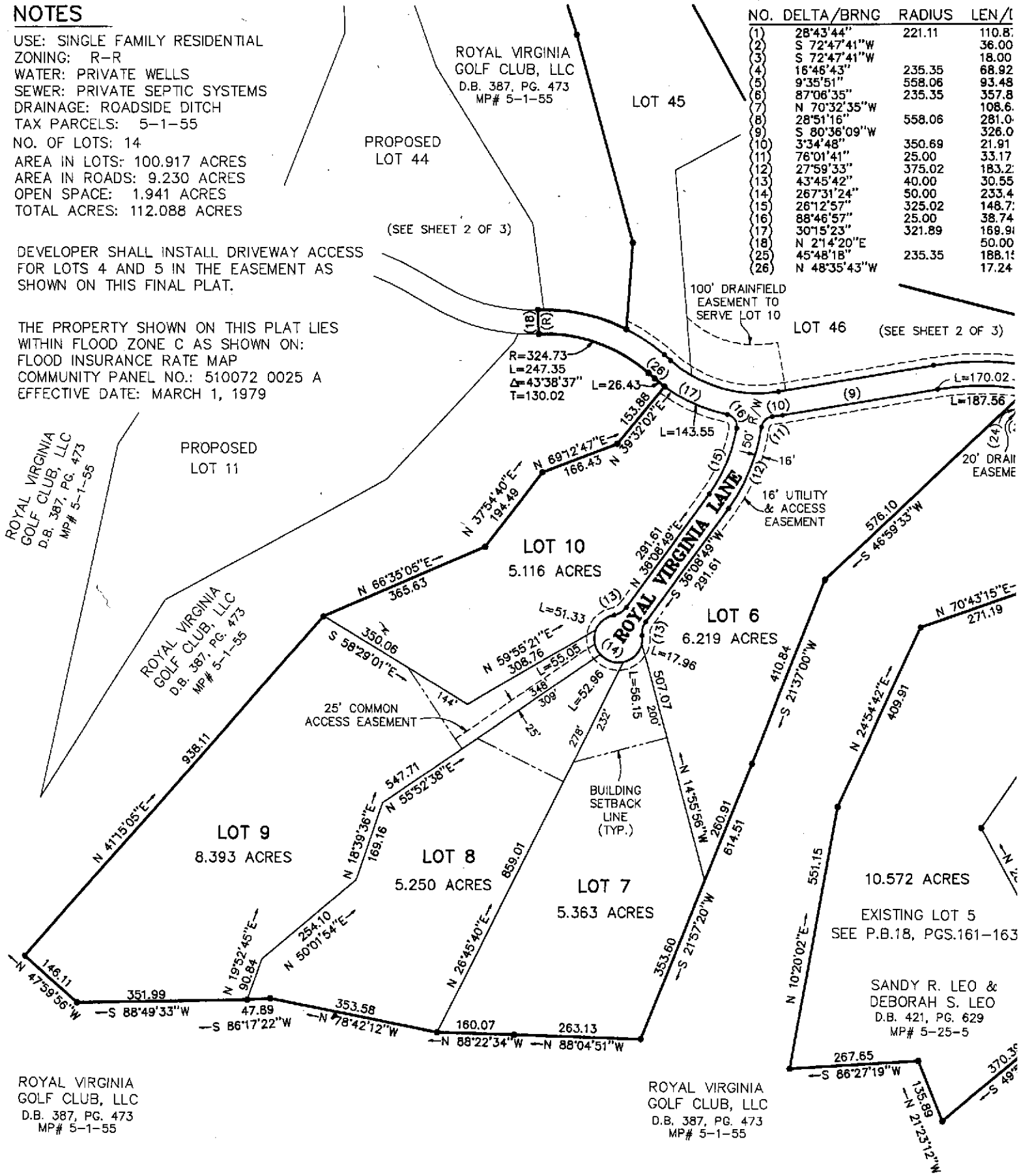
1100 WELBORNE DRIVE RICHMOND  
(804) 740-9200 EMAIL: kbpc@erols.com

NOTES

USE: SINGLE FAMILY RESIDENTIAL  
ZONING: R-R  
WATER: PRIVATE WELLS  
SEWER: PRIVATE SEPTIC SYSTEMS  
DRAINAGE: ROADSIDE DITCH  
TAX PARCELS: 5-1-55  
NO. OF LOTS: 14  
AREA IN LOTS: 100.917 ACRES  
AREA IN ROADS: 9.230 ACRES  
OPEN SPACE: 1.941 ACRES  
TOTAL ACRES: 112.088 ACRES

DEVELOPER SHALL INSTALL DRIVEWAY ACCESS  
FOR LOTS 4 AND 5 IN THE EASEMENT AS  
SHOWN ON THIS FINAL PLAT.

THE PROPERTY SHOWN ON THIS PLAT LIES  
WITHIN FLOOD ZONE C AS SHOWN ON:  
FLOOD INSURANCE RATE MAP  
COMMUNITY PANEL NO.: 510072 0025 A  
EFFECTIVE DATE: MARCH 1, 1979



NO.	DELTA/BRNG	RADIUS	LEN/DIST	TANGENT
(19)	S 24°20'53"E	54.21		
(20)	S 65°39'07"W	20.00		
(21)	N 24°20'53"W	54.21		
(22)	S 9°05'07"W	53.07		
(23)	N 80°54'53"W	20.00		
(24)	N 9°05'07"E	53.07		
(26)	3°43'23"	235.35	15.29	7.65
(27)	S 63°55'46"E	100.00		
(28)	44°26'17"E	335.35	260.10	136.99
(29)	N 13°58'33"W	100.67		

CALC. CHECK:	EAH
ENGINEERING:	
SURVEYS:	EAH

#4277

42-103-(2-94)

Tax ID#: 5-1-55

BOOK 447 PAGE 619

Sheet 1 of 3

**Buried Cable**

This Deed of Easement, made this 27th day of November, 2000 between Royal Virginia Golf Club, LLC, successors or assigns, hereinafter called "Grantor" and Verizon Virginia Inc., hereinafter called "Grantee".

**WITNESSETH**

Received of Verizon Virginia Inc., One Dollar (\$1.00) in consideration of which the undersigned hereby grant and convey unto said Grantee, its successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace, and remove a communication system consisting of such buried cables, buried wires, posts, terminals, location markers, and other appurtenances, as the Grantee may from time to time require, upon, under, across, and over the land which the undersigned own or in which the undersigned have any interest; said land being located in the District of Byrd, County of Goochland and Commonwealth of Virginia, and upon, under, along and over the roads, streets, and highways adjoining the said land, together with the following rights: Of ingress and egress over, under, and across the lands of the undersigned to and from said systems for the purpose of exercising the rights herein granted; to open and close fences, cut down and keep cut down all trees and undergrowth within five (5) feet of said system; and to carry in said system the wires, cables, circuits and appurtenances of any other company; including all electric wires. Said easement being located and described on said land as follows:

**Estates at Royal Virginia - Section 2, as indicated on the sketch attached hereto and made a part hereof.**

The Grantee will pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid system.

Prepared by D-tel, Inc. for Verizon Virginia Inc.

60 447-619

Witnessed this 28<sup>th</sup> day of November, 2000.

Grantor: Royal Virginia Golf Club, LLC

[Signature] (Seal)  
By: Henry L. Wilton  
Managing Partner

STATE / COMMONWEALTH OF Virginia

COUNTY / CITY OF Henrico

I, Carolyn A. Lipes, a Notary Public in and for the

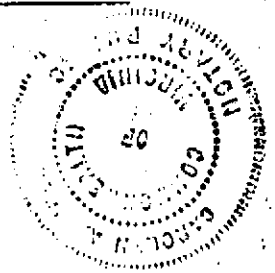
State / Commonwealth of Virginia Hereby certify that

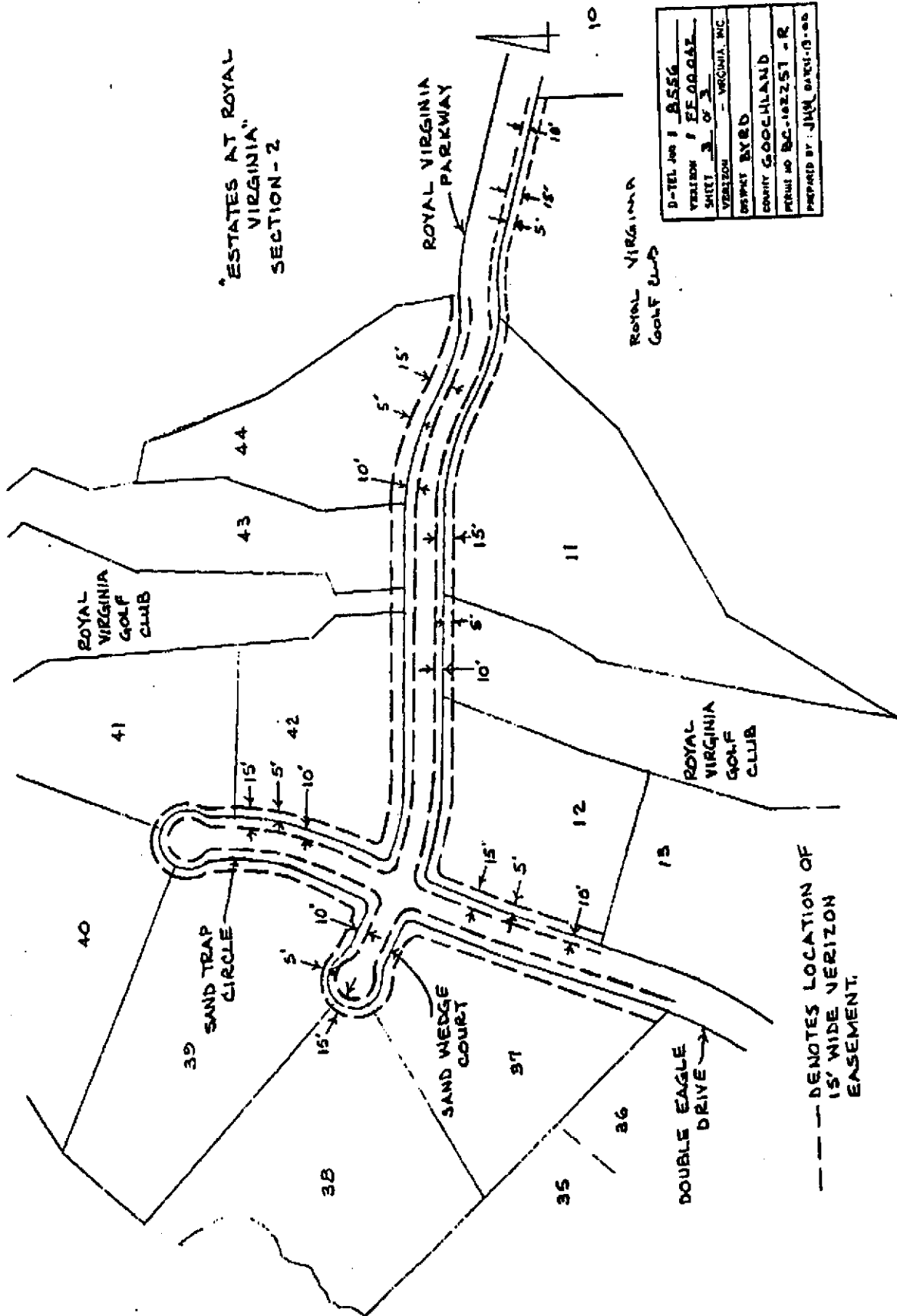
Henry L. Wilton whose name is signed to the  
foregoing instrument, has acknowledged the same before me this

28<sup>th</sup> day of November, 2000.

My commission Expires: 10-31-01

Carolyn A. Lipes  
Notary Public





D-TITLE	1	8556
VERSION	1	850000
SHEET	2	OF 3
SECTION	2	OF 2
OWNER	BY	BY
COUNTY	GOCHLAND	
PLAT NO	BC-102251	-R
PREPARED BY	JMM	DATE: 10-05

INSTRUMENT #000004277  
 RECORDED IN THE CLERK'S OFFICE OF  
 GOCHLAND COUNTY ON  
 NOVEMBER 30, 2000 AT 09:46AM  
 LEE G. TURNER, CLERK  
 BY: Charlotte Carpenter (DC)

BOOK 453 PAGE 483  
WELL DEDICATION

MAIL TO POOLE AND POOLE

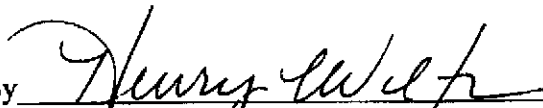
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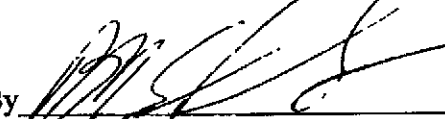
**Royal Virginia Golf Club, LLC**, a Virginia limited liability company, does dedicate that tract or parcel of real estate situated, lying and being in the County of Goochland, Virginia, more particularly described by deed and plat of survey of recorded in Deed Book 387, Page 473, of the Clerk's Office of the Circuit Court, Goochland County, Virginia, and being the identical real estate which said company acquired by grant with General Warranty of Title and English covenants of title from Royal Virginia Golf Club, Inc., a California corporation. Said dedication being to establish the aforesaid area for water supply use only, and the said Royal Virginia Golf Club, LLC, agrees that only appurtenances pertinent to the water supply system will be constructed in said area dedicated and that said parcel of land as described on the attached plat, will not be used for human habitation or other sources of contamination.

The full interest and control of the aforesaid area dedicated shall remain with the Royal Virginia Golf Club, LLC, and this instrument is solely for the purpose of assuring the Department of Health of the Commonwealth of Virginia as to the matters herein above set forth so long as said parcel is used for a water supply system, and this dedication shall be null and void and of no further effect should the well on said premises be abandoned and the use thereof for a water supply system cease.

Witness the following signatures and seals.

**Royal Virginia Golf Club, LLC**  
a Virginia limited liability company

By  (SEAL)  
Henry L. Wilton, Sole Manager and Member  
Of HLW, LLC,

By  (SEAL)  
P. M. Edwards, III, Sole Manager and Member  
Of Edley, LLC

By  (SEAL)  
Ronald K. Kelley, Sole Manager and Member  
Of Edley, LLC

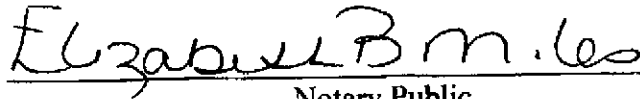
(m 453-483)

STATE OF VIRGINIA

CITY/COUNTY OF ~~XXXXXX~~ Richmond, to-wit:

I, a Notary Public, in and for my jurisdiction aforesaid, do hereby certified that Henry L. Wilton, Sole Manager and Member of HLW, LLC, whose name is signed to the foregoing Well Dedication, sworn to and acknowledged before me this 9th day of February, 2001, in my jurisdiction aforesaid.

Given under my hand this 9th day of February, 2001.



Notary Public


My commission expires: 12/31/2001

STATE OF VIRGINIA

CITY/COUNTY OF ~~XXXXXX~~ Richmond, to-wit:

I, a Notary Public, in and for my jurisdiction aforesaid, do hereby certified that P. M. Edwards, III, Sole Manager and Member of Edley, LLC, whose name is signed to the foregoing Well Dedication, sworn to and acknowledged before me this 9th day of February, 2001, in my jurisdiction aforesaid.

Given under my hand this 9th day of February, 2001.



Notary Public

My commission expires: 12/31/2001

STATE OF VIRGINIA

BOOK 453 PAGE 485

CITY/COUNTY OF Richmond, to-wit:

I, a Notary Public, in and for my jurisdiction aforesaid, do hereby certified that Ronald K. Kelley, Sole Manager and Member of Edley, LLC, whose name is signed to the foregoing Well Dedication, sworn to and acknowledged before me this 9th day of February, 2001, in my jurisdiction aforesaid.

Given under my hand this 9th day of February, 2001.

Elizabeth B. Miles  
Notary Public

My commission expires: 12/31/2001

Royal Virginia Golf Club, LLC  
6405 G Dickens Place  
Richmond, VA 23230

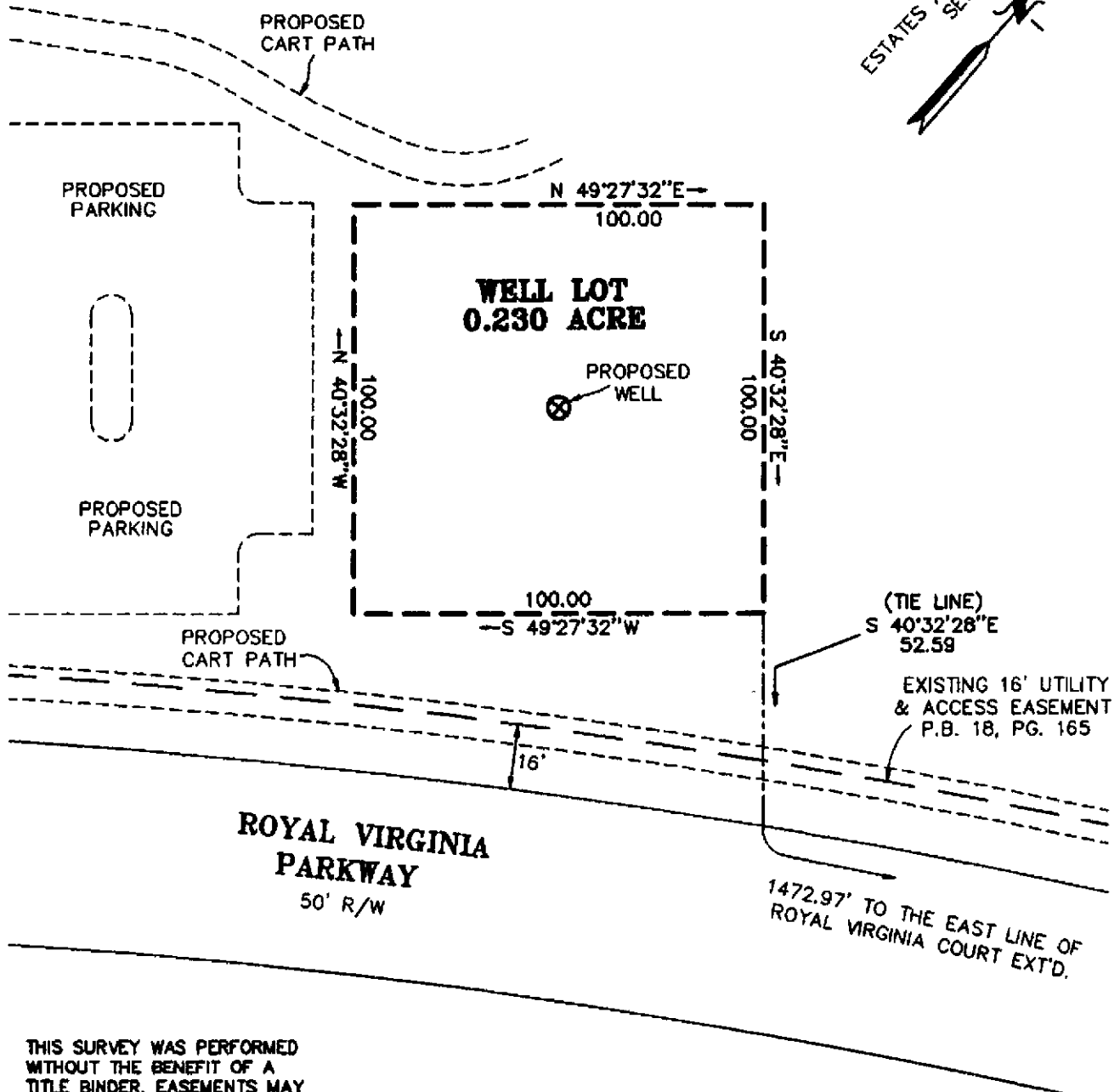
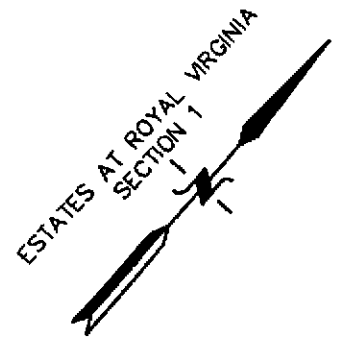
INSTRUMENT #010000477  
RECORDED IN THE CLERK'S OFFICE OF  
GOOCHLAND COUNTY ON  
FEBRUARY 17, 2001 AT 10:03AM  
LEE G. TURNER, CLERK

BY: Charlotte Carpenter (DC)

This instrument was prepared by: Poole and Poole, Attorneys  
2800 Patterson Avenue, Suite 100  
Richmond, VA 23221



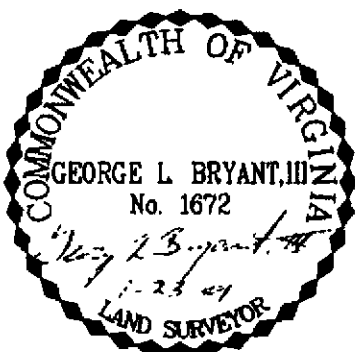
ROYAL VIRGINIA  
GOLF CLUB, LLC  
D.B. 387, PG. 473  
MP# 5-1-55



THIS SURVEY WAS PERFORMED  
WITHOUT THE BENEFIT OF A  
TITLE BINDER. EASEMENTS MAY  
EXIST THAT ARE NOT SHOWN  
ON THIS PLAT.

# PLAT SHOWING 0.230 ACRE – WELL LOT LYING NORTH OF ROYAL VIRGINIA PARKWAY

BYRD DISTRICT \* GOOCHLAND COUNTY, VIRGINIA



THIS IS TO CERTIFY THAT  
I MADE AN ACCURATE FIELD  
TRAVERSE OF THE PROPERTY  
SHOWN. TO THE BEST OF MY  
KNOWLEDGE AND BELIEF, THE  
MINIMUM FIELD AND OFFICE  
PROCEDURES FOR BOUNDARY  
SURVEYS ESTABLISHED BY THE  
COMMONWEALTH OF VIRGINIA  
HAVE BEEN COMPLIED WITH.

*George L. Bryant, III*  
KOONTZ • BRYANT, P.C.

FLOOD ZONE C – PANEL NO. 510072 0025 A

**Koontz • Bryant, P.C.**  
ENGINEERS & SURVEYORS

(804)740-9200 kbpc@koontzbryant.com FAX(804)740-7338

DATE: OCT. 3, 2000 SCALE: 1" = 40'

CHKD BY: DRAWN BY: JSL

JOB NO: 527

527WP.DWG



Royal Virginia Golf Club, LLC      Map No. From TM#5-1-55  
 \_\_\_\_\_ W.O.No. \_\_\_\_\_  
 \_\_\_\_\_ Pole No. DA262-5  
 \_\_\_\_\_

THIS AGREEMENT, MADE THIS 15<sup>th</sup> day of November, 2000,  
 by and between:

ROYAL VIRGINIA GOLF CLUB, LLC  
Henry L. WILTON-Managing Partner

herein called "Grantors", whether one or more persons, and CENTRAL VIRGINIA ELECTRIC COOPERATIVE, a Virginia corporation, herein called "Cooperative".

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantors by Cooperative, the receipt whereof is hereby acknowledged, Grantors hereby grant, convey, and warrant to Cooperative, its successors, assigns, lessees and tenants, a right of way easement for an electric power line or lines, and communication lines, in, on, along, through, across or under the following described lands of the Grantors situated in Byrd Magisterial District, County of Goochland, State of Virginia and described as follows:

There shall be a 20' easement adjacent to all road rights-of-way and the perimeter boundary lines of the Estates at Royal Virginia Subdivision.

TOGETHER with the right, privilege and authority to Cooperative, its successors, assigns, lessees and tenants, to install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, cables, grounding systems and all other appurtenant equipment and fixtures, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Cooperative's Facilities"), adding thereto from time to time, in, on, along, over, through, across and under the above referred to premises; the right to cut down, trim, clear and/or otherwise control, and remove from said premises, any trees, shrubs, roots, brush, undergrowth, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with or threaten to endanger the use of, Cooperative's Facilities; the right to disturb the surface of said premises, and to excavate thereon; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

PREPARED BY: CENTRAL VIRGINIA ELECTRIC COOPERATIVE

(1)

(p 455-294)

It is understood and agreed between the parties hereto, that the Grantors reserve the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Cooperative, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

WITNESS the following signatures and seals.

<u><i>Henry Wilton</i></u> <u><i>Managing</i></u> (SEAL)	_____ (SEAL)
<u><i>Partner</i></u> (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

STATE OF Virginia )  
COUNTY OF Henrico ) To-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid this the 15<sup>th</sup> day of November, 2000, by Henry Wilton, Managing Partner

(Name of person(s) seeking acknowledgement)

*Carolyn A. Lyles*  
Notary Public/Commissioner

My Commission expires:

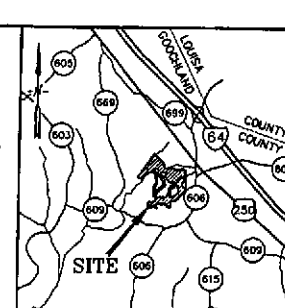
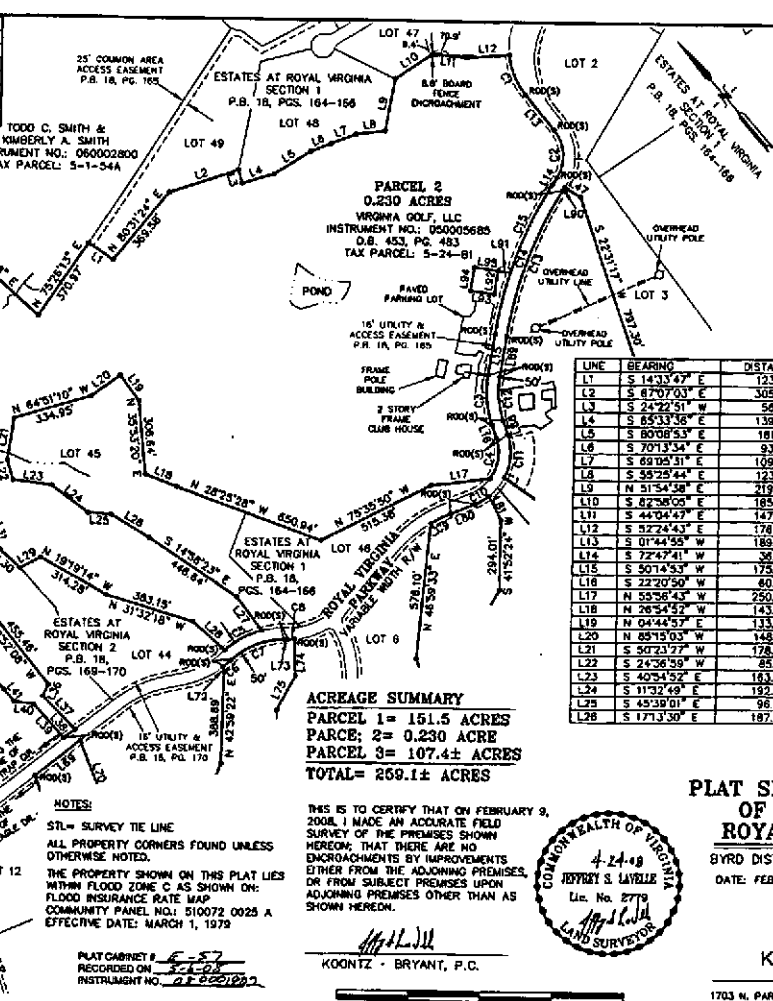
October 31, 2001

INSTRUMENT #010000737  
RECORDED IN THE CLERK'S OFFICE OF  
GOOCHLAND COUNTY ON  
MARCH 5, 2001 AT 10:04AM  
LEE G. TURNER, CLERK

BY: *Charlotte Carpenter*

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHD BRNG	CHORD LEN
C1	313.68'	182.34'	33°18'28"	93.83'	N 16°24'09" E	179.78'
C2	171.11'	212.17'	77°02'48"	122.16'	S 37°15'15" W	198.84'
C3	427.58'	208.21'	27°54'01"	108.21'	N 36°17'52" E	208.16'
C4	185.35'	178.41'	55°08'57"	95.80'	S 48°55'19" W	171.80'
C5	374.73'	178.29'	27°15'36"	90.88'	S 78°44'35" E	176.61'
C14	1728.14'	879.26'	22°32'48"	344.08'	N 61°31'17" E	674.89'
C15	1728.14'	411.17'	13°38'53"	208.57'	N 65°58'14" E	410.20'

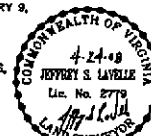
HIDDEN ACRES  
 PLAT C&B, A. SLODE 227  
 LOT 6 S 40°00'08" E 1438.89'  
 CHERYL E. RICHARDS  
 D.B. 457, PG. 405  
 TAX PARCEL: 5-1-55C  
 TODD C. SMITH &  
 KIMBERLY A. SMITH  
 INSTRUMENT NO.: 050002800  
 TAX PARCEL: 5-1-54A  
 PARCEL 1  
 151.5± ACRES  
 VIRGINIA GOLF, LLC  
 INSTRUMENT NO.: 050005685  
 TAX PARCEL: 5-24-B  
 APPROVED BY GOODCHLAND  
 COUNTY PLATS OFFICER  
 DATE: FEB 27, 2008  
 THE APPROVAL OF THIS  
 PLAT IS VALID FOR ONLY  
 40 DAYS  
 ELWOOD J. RANDOLPH, JR.  
 DONNELL A. RANDOLPH  
 INSTRUMENT NO.: 030005340  
 TAX PARCEL: 5-1-27  
 16.7' BARRED  
 WIRE FENCE  
 ENCROACHMENT  
 PETER T. KNUTSEN &  
 NORAH R. KNUTSEN  
 D.S. 435, PG. 29  
 TAX PARCEL: 5-1-54A  
 DRAWN BY: MRS  
 CALC. CHECK: JSL



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 14°13'47" E	123.43'	L27	S 04°19'45" W	178.80'
L2	S 87°07'03" E	305.66'	L28	N 07°05'50" W	180.47'
L3	S 24°22'51" W	56.53'	L29	N 75°38'22" W	97.30'
L4	S 65°33'36" E	136.52'	L30	N 06°38'35" E	114.38'
L5	S 80°08'53" E	181.21'	L31	N 21°30'23" E	153.19'
L6	S 70°13'54" E	93.25'	L32	N 38°59'37" W	121.79'
L7	S 69°05'51" E	109.36'	L33	N 05°26'47" W	180.43'
L8	S 58°29'44" E	123.01'	L34	N 45°07'01" E	166.07'
L9	N 51°54'58" E	219.47'	L35	N 31°00'46" W	221.04'
L10	S 82°58'05" E	185.87'	L36	S 66°33'18" W	54.29'
L11	S 44°04'47" E	147.98'	L37	S 02°28'52" E	195.94'
L12	S 52°24'43" E	178.84'	L38	N 86°57'24" W	59.62'
L13	S 01°44'55" W	188.53'	L39	N 00°15'57" W	191.28'
L14	S 72°47'21" W	36.00'	L40	N 40°43'51" W	81.94'
L15	S 50°14'53" W	175.94'	L41	N 01°28'45" E	56.83'
L16	S 22°20'50" W	60.30'	L42	N 03°15'10" W	154.18'
L17	N 55°56'43" W	250.67'	L43	N 76°23'32" W	249.65'
L18	N 26°54'52" W	143.40'	L44	S 42°35'53" W	280.76'
L19	N 04°44'57" E	135.07'	L45	S 31°44'07" W	103.37'
L20	N 05°15'03" W	148.31'	L46	S 71°54'01" W	161.90'
L21	S 50°23'57" W	178.63'	L47	N 40°32'28" W	52.59'
L22	S 24°36'59" W	85.31'	L48	S 49°27'32" W	100.00'
L23	S 40°54'52" E	163.29'	L49	N 40°32'28" W	100.00'
L24	S 11°32'49" E	192.57'	L50	N 49°27'32" E	100.00'
L25	S 45°39'01" E	96.59'	L51	S 40°32'28" E	100.00'
L26	S 17°13'50" E	187.44'			

**ACREAGE SUMMARY**  
 PARCEL 1= 151.5 ACRES  
 PARCEL 2= 0.230 ACRE  
 PARCEL 3= 107.4± ACRES  
**TOTAL= 259.1± ACRES**

THIS IS TO CERTIFY THAT ON FEBRUARY 9, 2008, I MADE AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON, THAT THERE ARE NO ENCROACHMENTS BY IMPROVEMENTS EITHER FROM THE ADJOINING PREMISES, OR FROM SUBJECT PREMISES UPON ADJOINING PREMISES OTHER THAN AS SHOWN HEREON.

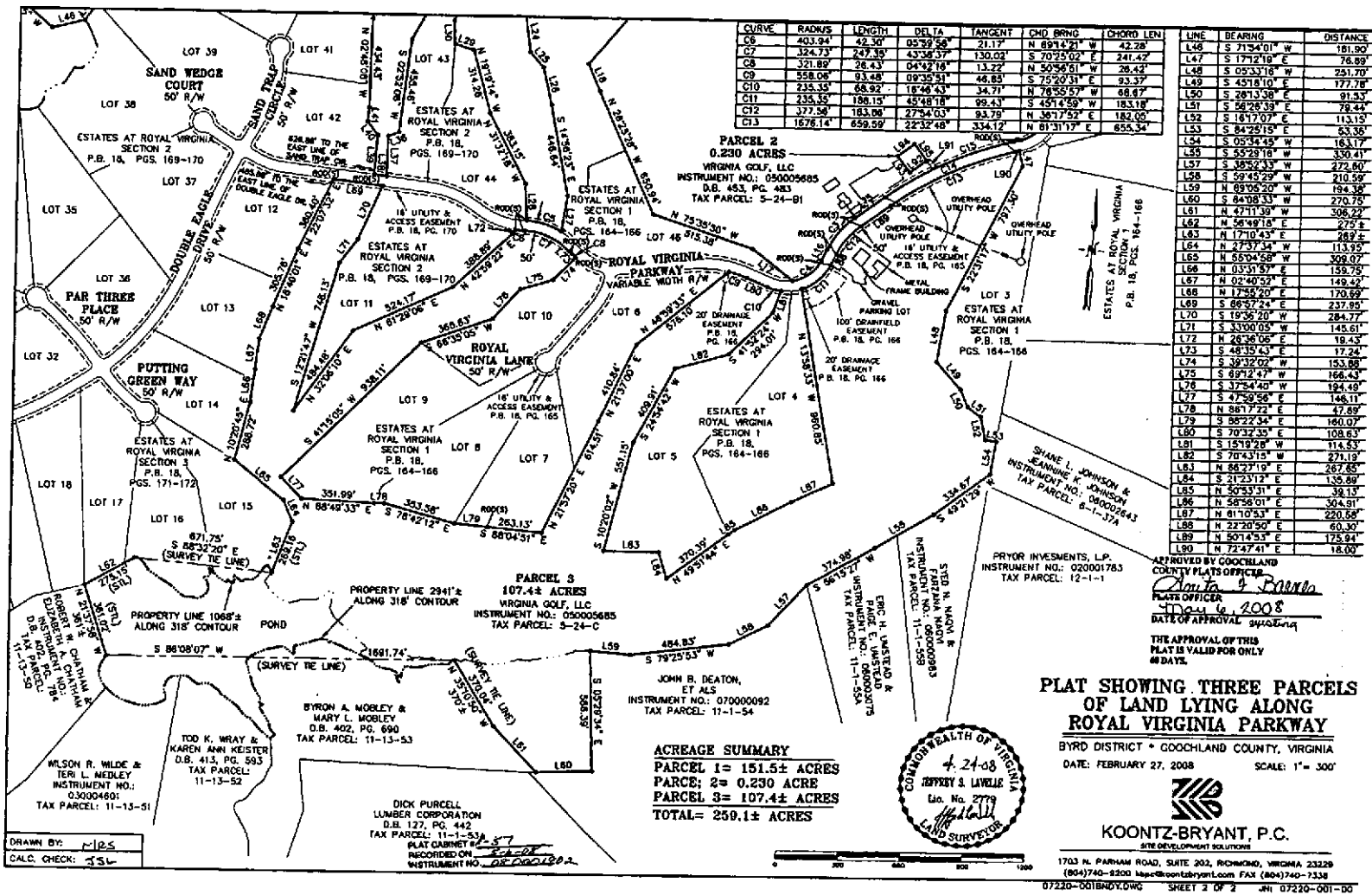


KOONTZ - BRYANT, P.C.

**PLAT SHOWING THREE PARCELS OF LAND LYING ALONG ROYAL VIRGINIA PARKWAY**  
 BYRD DISTRICT • GOODCHLAND COUNTY, VIRGINIA  
 DATE: FEBRUARY 27, 2008 SCALE: 1" = 300'

**KOONTZ-BRYANT, P.C.**  
 SITE DEVELOPMENT SOLUTIONS  
 1703 N. PARKWAY ROAD, SUITE 202, RICHMOND, VIRGINIA 23229  
 (804)740-9200 kbpc@koontzbryant.com FAX (804)740-7338  
 07220-GUINERY.DWG SHEET 1 OF 2 JN: 07220-001-00

6000.E-52



CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD LEN
C6	403.84'	42.30'	05°39'38"	21.17'	N 89°14'21" W	42.28'
C7	324.73'	27.30'	03°38'37"	13.02'	S 70°25'02" E	241.42'
C8	321.89'	26.43'	04°42'18"	13.22'	S 70°25'01" W	28.43'
C9	558.06'	93.48'	09°35'51"	46.85'	S 75°20'51" E	93.37'
C10	235.35'	68.92'	16°46'43"	34.71'	N 78°55'57" W	68.67'
C11	235.35'	186.15'	45°48'18"	99.43'	S 45°14'59" W	183.18'
C12	377.56'	183.06'	27°54'03"	93.79'	N 38°17'52" E	184.00'
C13	1676.14'	859.58'	22°32'48"	334.12'	N 81°31'17" E	855.34'

LINE	BEARING	DISTANCE
L46	S 71°54'01" W	181.80'
L47	S 17°12'10" E	76.89'
L48	S 05°33'18" W	251.70'
L49	S 45°18'10" E	177.76'
L50	S 26°13'09" E	91.43'
L51	S 26°13'09" E	79.44'
L52	S 16°17'07" E	113.15'
L53	S 84°28'15" E	63.36'
L54	S 05°34'45" W	163.17'
L55	S 55°28'18" W	330.41'
L57	S 38°52'13" W	272.80'
L58	S 59°45'20" W	210.59'
L59	N 89°02'20" W	194.38'
L60	S 84°08'33" W	270.75'
L61	N 47°11'39" W	306.22'
L62	N 58°49'18" E	275.8'
L63	N 17°10'43" E	194.49'
L64	N 27°37'34" W	113.15'
L65	N 56°04'58" W	309.07'
L66	N 03°31'57" E	159.75'
L67	N 02°40'52" E	149.42'
L68	N 17°58'25" E	170.69'
L69	S 66°57'24" E	237.95'
L70	S 19°36'20" W	284.77'
L71	S 33°00'05" W	145.61'
L72	N 26°36'05" E	18.43'
L73	N 48°35'43" E	17.24'
L74	S 38°32'02" W	153.88'
L75	S 69°12'47" W	166.43'
L76	S 70°43'11" W	231.15'
L77	S 47°59'58" E	166.11'
L78	N 88°17'22" E	47.89'
L79	S 86°22'34" E	160.07'
L80	S 70°32'35" E	108.63'
L81	S 15°19'28" W	114.53'
L82	S 70°43'11" W	231.15'
L83	N 88°27'19" E	267.85'
L84	S 21°23'12" E	139.89'
L85	N 50°53'31" E	39.13'
L86	N 58°58'01" E	304.91'
L87	N 61°10'53" E	220.58'
L88	N 22°20'50" E	60.35'
L89	N 50°14'51" E	175.94'
L90	N 72°47'41" E	18.00'

**ACREAGE SUMMARY**  
PARCEL 1= 151.5± ACRES  
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PARCEL 3= 107.4± ACRES  
TOTAL= 259.1± ACRES



**PLAT SHOWING THREE PARCELS  
OF LAND LYING ALONG  
ROYAL VIRGINIA PARKWAY**

BYRD DISTRICT - GOCHLAND COUNTY, VIRGINIA  
DATE: FEBRUARY 27, 2008 SCALE: 1"= 300'

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07220-001BNDY.DWG SHEET 2 OF 2 JN 07220-001-00

6065 E-57