
INMAN & STRICKLER P.L.C.

ATTORNEYS AND COUNSELORS AT LAW

KEITH DENSLow • MICHAEL A. INMAN • BARRY RANDOLPH KOCH
JEANNE S. LAUER • STEVEN P. LETOURNEAU • GREGORY J. MONTERO
VINCENT R. OLIVIERI • THOMAS E. SNYDER • STEPHEN A. STRICKLER
ROBERT V. TIMMS, JR. • ROS R. WILLIS

December 19, 2017

Brett B. Thompson, Esquire
THOMPSON LAW GROUP
4575 Bonney Road, Suite 101
Virginia Beach, VA 23462

Re: Maintenance of Storm Water Facilities/Retention Ponds (BMP's)

Dear Mr. Thompson,

Thank you for the letter of November 14, 2017 which has been forwarded to my office as counsel for the Indian River Farms Owners Association. I have reviewed the information which you have provided and feel it is important that you be made aware of certain omissions or errors in your recitations, the correction of which should allow us to reach an accord.

Initially, you have truncated the provisions of Section 4.1 of Article 4 of the Declaration regarding the repair, replacement and maintenance obligations of the community association. In addition to providing for maintenance of common area, the Association is also responsible for the following:

The Association shall be responsible for the management, control and maintenance of all street intersection signs, directional signs, temporary promotional signs, plantings, street lights, retention ponds, park areas, entrance features and/or "theme areas", lighting, sprinkler systems, stone, wood or masonry wall features and/or related landscaping installed or planted in the common Areas, or in any street or right of way, by the Declarant or the Association, for the benefit of the Members or the Association; provided such items are not maintained by the City of Virginia Beach or the Virginia Department of Transportation. (emphasis added).

The Plat establishing the subdivision, which is an Exhibit to the Declaration and therefore incorporates its provisions, also contains relevant Notes:

INMAN & STRICKLER P.L.C.

Thompson Letter
December 19, 2017
Page 2 of 3

#4 "The City of Virginia Beach is not required by law to maintain the public easements dedicated herein except to the extent said easement is currently being utilized for public purposes."

#16 "Drainage and impoundment easement shall be available for all of the following but not limited to conveyance collection storage, drainage impoundment treatment and other related uses of surface and/or ground water. No alterations whatsoever of the lake and its bank side slopes within the limits of the drainage and impoundment easement is permitted without the approval of the Department of Public Works. City maintenance shall be limited to that as described above."

I believe that we agree that the 20' easement for maintenance, which is depicted on the Plat and other recorded documents, was granted from the Association's developer to the City of Virginia Beach. However, the City's maintenance responsibilities regarding the easement were simultaneously and subsequently delegated to the IRF Association, which is a pretty standard development mechanism. See *Planning, Subdivision of Land and Zoning* § 15.2-2200 et seq. Between the incorporated Plat Notes, the Developer/Association's agreements with the City and the Declaration, there is a clear mandate that the easement be maintained as a common expense, by the Association. By way of example, I have enclosed the agreement between the City and the developer regarding Lot 55. You will note that it refers to the delegated maintenance obligations contained in the Plat for Section One of Indian River Farms of "a drainage and access easement" and also provides in paraphrased form "The Developer agrees that the City of VB shall not be liable for any maintenance work whatsoever to the areas encompassed by the Easement... All other maintenance of the land encompassed by the Easement shall be performed by the developer, and the City shall have no duty or liability to perform any routine maintenance work to the areas encompassed by the Easement..." The Association is the successor to the Developer and as a matter of law is charged with the maintenance responsibilities assumed by the Developer, specifically maintenance of the drainage easement.

We recognize there has been some confusion engendered by prior Board action and have already explained to our client that the rules and guidelines which were in effect in the Association which stated that the lot owners are responsible for maintenance of the BMP's are invalid. The Resolution relating to such maintenance is improper and conflicts with the Declaration which states that the Association is responsible for the

INMAN & STRICKLER P.L.C.


Thompson Letter
December 19, 2017
Page 3 of 3

“management, control and maintenance” of the retention ponds. The Association’s continuing responsibility includes removal of any trees or shrubs which may appear. In light of the requirements imposed by the recorded covenants and the recorded subdivision plat, maintenance (actual and financial) should be reflected in the Association budget and assessed against all lots. Section 8.2 of the Declaration supports the Association’s need and authority to enter onto the 20’ easement areas for purposes of pond maintenance and, specifically, for the purpose of removing existing trees and plants that may need to be removed in order to maintain and insure the proper functioning of a BMP. All lots benefit from the BMPs because the drainage/stormwater control design for the entire subdivision utilizes them. Shifting the maintenance responsibility to the owners could only be done by amendment of the Declaration, not by mere adoption of a resolution, and we would not make such a recommendation as we feel imposing individual responsibility could impair the BMPs over time. The City would need to consent to any such amendment, in any event, and that is unlikely.

Indian River Farms Owners Association has the right, and the legal obligation, to maintain the Drainage and Impoundment Easement. They have been in contact with the City of Virginia Beach to be certain that they correctly perform the delegated responsibilities and are prepared to enter into appropriate contracts for same. It is my sincere hope that having now been fully apprised of the proper construction of the governing documents, as well as the historical interactions between the City and the developer, you will advise your clients that the contemplated conduct is legally appropriate. Unless I hear something to the contrary, the Association will finalize those agreements by January 10, 2018.

Please do not hesitate to contact me with any questions or concerns you may have regarding these matters. With best regards, I remain,

Yours very truly,



Jeanne S. Lauer

Enclosures

Cc: Board of Directors

THIS INSTRUMENT PREPARED BY:
Indian River Farms, LLC

EXEMPTED FROM RECORDATION TAXES UNDER
SECTION 58.1-811(A)(3)

THIS DEED OF EASEMENT DEDICATION is made this 25th day of November 2003 by and between Indian River Farms, LLC., a Virginia limited liability company (the "Grantor"), and the CITY OF VIRGINIA BEACH, a municipal corporation of the Commonwealth of Virginia (the "Grantee").

WITNESSETH:

That for and in consideration of the mutual benefits accruing or to be accrued to the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby dedicate, grant and convey to the Grantee, its agents, assigns and/or successors, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, a drainage and access easement (the "Easement") to the Grantee, its agents, assigns and/or successors to construct, reconstruct, alter, operate and maintain drainage facilities (the "Facilities") in, under, upon and across lands and property of the Grantor, including the right of ingress and egress to the same, described as follows:

All those certain pieces or parcels of land situate, lying and being in the City of Virginia Beach, Virginia designated as 12.5' Drainage Easement (311 s.f.) And 15'x5' Access Easement (74.81 s.f.) As shown on that certain plat entitled, "Exhibit Showing Drainage Easement and Access Easement, Lot 55, Subdivision of Indian River Farms Section One (MB 299, p. 31-34)", said Exhibit is attached to which reference is made for a more particular description. It being a part of the same property acquired by the party of the first part from Virginia Partners, L.P., by deed dated October 12, 2001, and recorded in Deed Book 4528, p. 0212 in the City of Virginia Beach, Virginia

GPIN: 1474-80-6610

REC'D / NOT RECORDED
VA. BEACH CIRCUIT COURT

2004 FEB 25 PM 1:05

TINA E. SINNEN, CLERK


It is agreed between the parties hereto that the Grantee and its agents, successors, and/or assigns shall have the right to inspect the Easement and the Facilities and to cut and clean all undergrowth and remove other obstructions in and along the Easement or adjacent thereto that may in any way endanger or interfere with the proper use of same and to make use of the adjacent property for ingress and egress and for other activities necessary for the construction, reconstruction, operation and maintenance of the Easement and the Facilities.


The Grantor agrees that the Grantee shall not be liable for any maintenance work whatsoever to the areas encompassed by the Easement except if the Grantee is required to perform excavation within the Easement in order to effectuate maintenance or repair of the Facilities. All other maintenance of the land encompassed by the Easement shall be performed by the Grantor, and the Grantee shall have no duty or liability to perform any routine maintenance work to the areas encompassed by the Easement other than that work which arises out of maintaining or repairing the Easement or the Facilities.

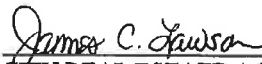
The Grantor agrees that when requested by the Grantee, the Grantor shall remove any fence(s), structure(s), landscaping or vehicle parking within forty-eight (48) hours of receipt of written notice requesting such removal. In an emergency or failure to remove after written notice, the Grantee will remove, or have removed by others, any impediment to access, maintenance or operation, and the Grantor agrees that the Grantor shall be responsible for replacement of said fence(s), structure(s), landscaping or vehicle parking at the Grantor's sole expense.


IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representative(s):

Indian River Farms, L.L.C., a Virginia limited liability company

BY:  *Vice President*
C. Torrey Breeden, Member/Manager

APPROVED AS TO FORM

CITY ATTORNEY

ACCEPTED ON BEHALF OF
THE CITY OF VIRGINIA
BEACH

CITY REAL ESTATE AGENT

APPROVED AS TO CONTENTS


STATE OF Virginia
CITY/COUNTY OF Virginia Beach, to-wit:

The foregoing instrument was acknowledged before me this 10th day of
December, 2003, by Boeruy Breeden Vice President, of
Indian River Farms, L.L.C., a Virginia limited liability company, on its behalf.

CBasnight
Notary Public

My commission expires: 6-30-07

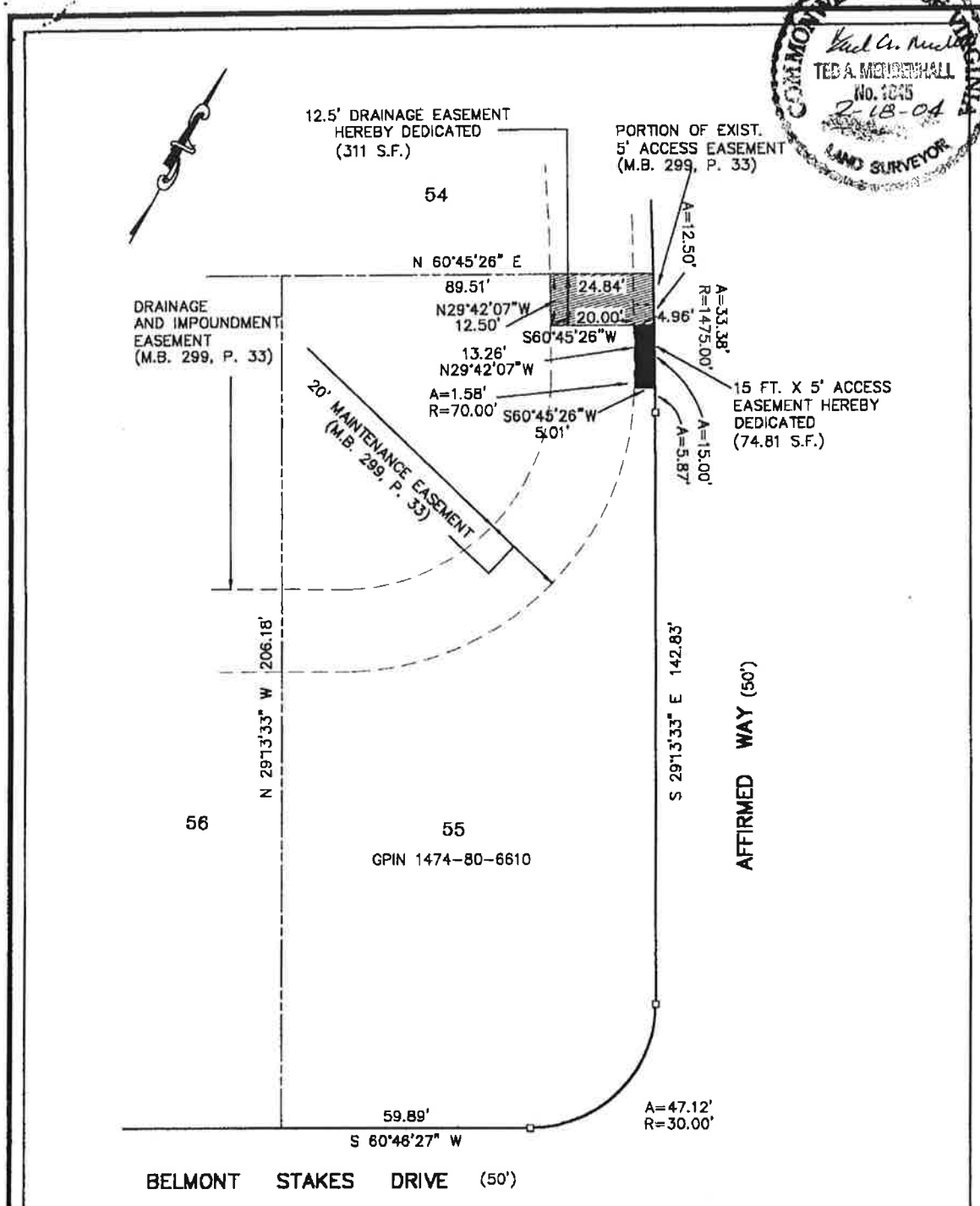
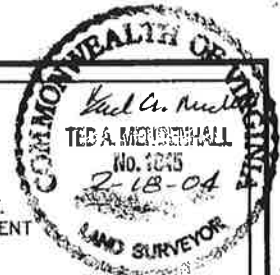


EXHIBIT SHOWING
 DRAINAGE EASEMENT AND ACCESS EASEMENT
LOT 55
 AT
SUBDIVISION OF INDIAN RIVER FARMS, SECTION ONE
 (M.B. 299, P. 31-34)

VIRGINIA BEACH, VIRGINIA
 SCALE: 1" = 30' NOVEMBER 21, 2003

NDI, L.L.C.
BASGIER AND ASSOCIATES DIVISION
 ENGINEERS-SURVEYORS-PLANNERS
 572 CENTRAL DRIVE, SUITE 103, VIRGINIA BEACH, VA 23454
 PHONE: (757) 431-2177 FAX: (757) 431-2175

I, TED A MENDENHALL, A LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME, THE UNDERSIGNED, AT THE DIRECTION OF THE OWNERS AND THAT THIS SUBDIVISION IS ENTIRELY WITHIN THE BOUNDARIES OF LAND COVERED BY DEED DESCRIBED BELOW AND THAT CONCRETE STEEL PINS AS SPECIFIED BY THE SUBDIVISION REGULATIONS OF THE CITY OF VIRGINIA BEACH, VIRGINIA, ARE ACTUALLY IN PLACE AT POINTS MARKED THUS "M" AND/OR AS SHOWN ON THE ACCOMPANYING LEGEND AND THAT THEIR LOCATIONS ARE CORRECTLY SHOWN.

SIGNED Ted A Mendenhall
TED A MENDENHALL, VA NO 1845

THE PLATTING OR DEDICATION OF THE FOLLOWING LAND SUBDIVISION OF INDIAN RIVER FARMS SECTION ONE, LOCATED IN VIRGINIA BEACH, VIRGINIA, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS WHO CERTIFY THAT THEY ARE THE FEE SIMPLE OWNER(S) OF SAID LAND AND THAT THERE ARE ENCUMBRANCES ON THIS PROPERTY. THE DEDICATION OF THE STREETS AND EASEMENTS ARE SUBJECT TO THE RIGHTS OF THE CITY OF VIRGINIA BEACH, VIRGINIA, AND ARE FOR THE PURPOSE REFERENCED ON THE PLAT AS WELL AS FOR SURFACE AND UNDERGROUND DRAINAGE AND UTILITIES.

THE PROPERTY EMBRACED WITHIN THE LIMITS OF THIS SUBDIVISION WAS CONVEYED TO VIRGINIA PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP, FROM ANNIE RUTH HALE WHITE BY DEED DATED THE 29TH DAY OF SEPTEMBER, 2000, AND RECORDED IN DEED BOOK 4306 AT PAGE 0753 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA.

WITNESS THE FOLLOWING SIGNATURES THIS 21 DAY OF August, 2001
VIRGINIA PARTNERS, L.P.
BY MAC-OR, LLC, GENERAL PARTNER
SIGNED M Albert Carmichael DATE Aug 21, 2001
M ALBERT CARMICHAEL, MANAGER
TRUSTEE BB&T
SIGNED S G Scott DATE 8/23/01
SAMUEL G. SCOTT, TRUSTEE BB&T

STATE OF VIRGINIA
CITY OF NOVOLETT TO WIT
I, Sandra E Aldridge, A NOTARY PUBLIC IN AND FOR THE CITY AND STATE AFORESAID, DO HEREBY CERTIFY THAT M ALBERT CARMICHAEL, MANAGER, WHOSE NAME IS SIGNED TO THE FOREGOING WRITING BEARING DATE ON THE 21 DAY OF August, 2001, HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID.
GIVEN UNDER MY HAND THIS 21st DAY OF August, 2001.
SIGNED Sandra E Aldridge
NOTARY PUBLIC
MY COMMISSION EXPIRES 8/31/02

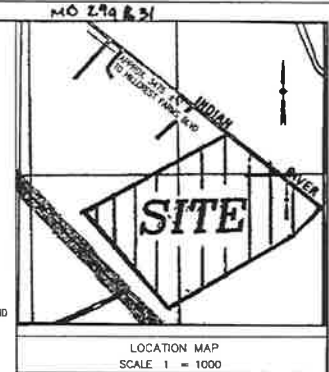
STATE OF VIRGINIA
CITY OF NOVOLETT TO WIT
I, Stacy L. Hastin, A NOTARY PUBLIC IN AND FOR THE CITY AND STATE AFORESAID, DO HEREBY CERTIFY THAT SAMUEL G. SCOTT, TRUSTEE BB&T, WHOSE NAME IS SIGNED TO THE FOREGOING WRITING BEARING DATE ON THE 23rd DAY OF August, 2001, HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID.
GIVEN UNDER MY HAND THIS 23rd DAY OF AUGUST, 2001.
SIGNED Stacy L. Hastin
NOTARY PUBLIC
MY COMMISSION EXPIRES 12-31-02

THE UNDERSIGNED CERTIFY THAT THE SUBDIVISION AS IT APPEARS ON THIS PLAT CONFORMS TO THE APPLICABLE REGULATIONS RELATING TO THE SUBDIVISION OF LAND AND IS ACCORDINGLY APPROVED BY SUCH APPROVAL. THE UNDERSIGNED DO NOT CERTIFY AS TO THE CORRECTNESS OF THE BOUNDARY STREET OR OTHER LINES SHOWN ON THIS PLAT.
APPROVED Charles A. Adams DATE 9/14/01
PLANNING DIRECTOR, CITY OF VIRGINIA BEACH, VIRGINIA
APPROVED Philip A. Davenport DATE 9/14/2001
DIRECTOR OF PUBLIC WORKS, CITY OF VIRGINIA BEACH, VIRGINIA

- ALL RIGHT-OF-WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF VIRGINIA BEACH, VIRGINIA.
- THIS PLAT WAS PREPARED IN ACCORDANCE WITH SECTION 6.3 OF THE SUBDIVISION ORDINANCE.
- FURTHER DEVELOPMENT OF THESE LOTS INCLUDING ANY FILLING OR PHYSICAL ALTERATIONS OF THE LOTS MAY REQUIRE ADDITIONAL PERMITS FROM THE CITY OF VIRGINIA BEACH OR OTHER GOVERNMENTAL AGENCIES (SECTION 4.4(K) SUBDIVISION ORDINANCE).
- THE CITY OF VIRGINIA BEACH IS NOT REQUIRED BY LAW TO MAINTAIN THE PUBLIC EASEMENTS DEDICATED HEREIN EXCEPT TO THE EXTENT SAID EASEMENT IS CURRENTLY BEING UTILIZED FOR PUBLIC PURPOSES.
- ALL OR PORTIONS OF THIS SUBDIVISION IS LOCATED IN A SOUTHERN WATERSHED MANAGEMENT AREA AND IS SUBJECT TO THE PROVISIONS OF THE SOUTHERN WATERSHED MANAGEMENT ORDINANCE.
- THIS SITE LIES WITHIN AIRCRAFT ACCIDENT POTENTIAL ZONE NA AND/OR NOISE ZONE(S) 65-70db Ldn AND MAY BE SUBJECT TO AIRCRAFT ACCIDENTS AND/OR ABOVE AVERAGE NOISE LEVELS DUE TO ITS PROXIMITY TO AIRPORT OPERATIONS. NOISE ZONE ATTENUATION MEASURES FOR NEW CONSTRUCTION ARE REQUIRED IN ACCORDANCE WITH THE AIRPORT NOISE ATTENUATION AND SAFETY ORDINANCE AND HEIGHT RESTRICTIONS HAVE BEEN IMPOSED IN ACCORDANCE WITH SECTION 202(b) OF THE CITY ZONING ORDINANCE.
- MERIDIAN SOURCE IS BASED ON VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 1983/86 EXPRESSED IN INTERNATIONAL FEET (ONE FOOT EQUAL 0.3048 METERS).
- TOTAL AREA ENCOMPASSED WITHIN THIS SUBDIVISION = 34.327 ACRES.
- THERE ARE 66 LOTS IN THIS SUBDIVISION.
- A STANDARD FIVE FOOT (5') PRIVATE DRAINAGE EASEMENT IS HEREBY ESTABLISHED ALONG ALL SIDE AND REAR PROPERTY LINES.
- MEMBERSHIP IN THE HOMEOWNERS ASSOCIATION IS MANDATORY.
- A ONE FOOT (1') NO INGRESS/EGRESS EASEMENT ALONG INDIAN RIVER ROAD IS HEREBY DEDICATED.
- THIS SUBDIVISION WAS APPROVED FOR THE USE OF THE OPEN SPACE PROMOTION IN ACCORDANCE WITH ARTICLE 2, SECTION 250 OF THE CITY ZONING ORDINANCE BY CITY COUNCIL ON SEPTEMBER 28, 1999. ALL OPEN SPACE AREAS SHALL BE PERMANENTLY MAINTAINED AS LANDSCAPED PARK, RECREATIONAL SPACE, OR NATURAL AREAS. NO OPEN SPACE SHALL BE PART OF A PLATTED RESIDENTIAL LOT FLOORPLAN PORTION OF ANY FLOODPLAIN BODY OF WATER. WETLANDS OR BE ENCUMBERED BY A PUBLIC OR PRIVATE EASEMENT GREATER THAN TWENTY (20) FEET. NO STRUCTURE SHALL BE ERRECTED EXCEPT FOR MAINTENANCE OR RECREATIONAL PURPOSES.
- ALL EASEMENTS SHOWN HEREON EXCEPT THOSE INDICATED AS PRIVATE ARE HEREBY DEDICATED TO THE CITY OF VIRGINIA BEACH.
- EACH LOT CONTAINS A MINIMUM OF 9,000 SQUARE FEET OUTSIDE OF WATER, MARSH AND WETLANDS. THE FLOODWAY PORTION OF THE FLOODPLAIN AND MANMADE DRAINAGE AREAS AND THE EASEMENTS OVER THEM EXCEPT FOR THE FIRST TEN (10) FEET OF THE DRAINAGE AREA(S) AND EASEMENT(S).
- DRAINAGE AND IMPOUNDMENT EASEMENT SHALL BE AVAILABLE FOR ALL OF THE FOLLOWING BUT NOT LIMITED TO CONVEYANCE, COLLECTION, STORAGE, DRAINAGE, IMPOUNDMENT, TREATMENT AND OTHER RELATED USES OF SURFACE AND/OR GROUND WATER. NO ALTERATIONS WHATSOEVER OF THE LAKE AND ITS BANK SIDE SLOPES WITHIN THE LIMITS OF THE DRAINAGE AND IMPOUNDMENT EASEMENT IS PERMITTED WITHOUT THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS. CITY MAINTENANCE SHALL BE LIMITED TO THAT AS DESCRIBED ABOVE.
- DUE TO THE HIGH EROSIONABILITY OF THE SOIL EXISTING WITHIN OR ADJACENT TO FLOODPLAIN, REMOVAL OF EXISTING CONTOURS MAY REQUIRE ADDITIONAL PERMITS FROM THE CITY OF VIRGINIA BEACH OR OTHER GOVERNMENT AGENCIES.
- A DEED RESTRICTION HAS BEEN RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, CITY OF VIRGINIA BEACH IN DEED BOOK 4378 PAGE 849.



LEGEND FOR SURVEY MARKERS
 (P) PIN FOUND (M) MONUMENT FOUND
 (PS) PIN SET (MS) MONUMENT SET



Copyright ACC The Map People P. 0111 G. U. N. 2100818

LOT NO	GPIN NO
1	1474-81-2354
2	1474-81-2402
3	1474-81-1469
4	1474-81-1537
5	1474-81-0538
6	1474-71-9562
7	1474-71-9473
8	1474-81-0347
9	1474-81-0371
10	1474-81-1214
41	1474-81-1055
42	1474-81-2120
43	1474-80-3978
44	1474-80-3903
45	1474-80-2839
46	1474-80-1875
47	1474-80-0891
48	1474-80-0732
49	1474-80-1601
50	1474-80-2529
51	1474-80-2697

LOT NO	GPIN NO
52	1474-80-3760
53	1474-80-4733
54	1474-80-5708
55	1474-80-8610
56	1474-80-5547
57	1474-80-4573
58	1474-80-4409
59	1474-80-3446
60	1474-80-2472
78	1474-80-2052
79	1474-80-4225
80	1474-80-4298
81	1474-80-5353
82	1474-80-6326
83	1474-80-6480
84	1474-80-7454
85	1474-80-8418
86	1474-80-8562
87	1474-80-9546
88	1474-80-0610
89	1474-80-0685

LOT NO	GPIN NO
90	1474-80-1649
91	1474-80-2725
92	1474-80-2823
93	1474-80-1940
94	1474-80-0540
95	1474-80-9883
96	1474-80-9739
97	1474-80-8776
98	1474-80-7793
99	1474-80-2639
100	1474-80-8836
101	1474-80-7900
102	1474-80-7974
103	1474-80-8967
104	1474-81-8088
105	1474-81-8106
106	1474-81-7117
107	1474-81-6133
108	1474-81-5079
109	1474-81-5005
110	1474-81-3149
111	1474-81-4213
112	1474-81-4288
113	1474-81-9157

Certified to be a TRUE COPY of record in my custody
 J. Curtis Fruit, Clerk
 Circuit Court, Virginia Beach, VA
 BY [Signature]
 Deputy Clerk

SUBDIVISION OF INDIAN RIVER FARMS, SECTION ONE

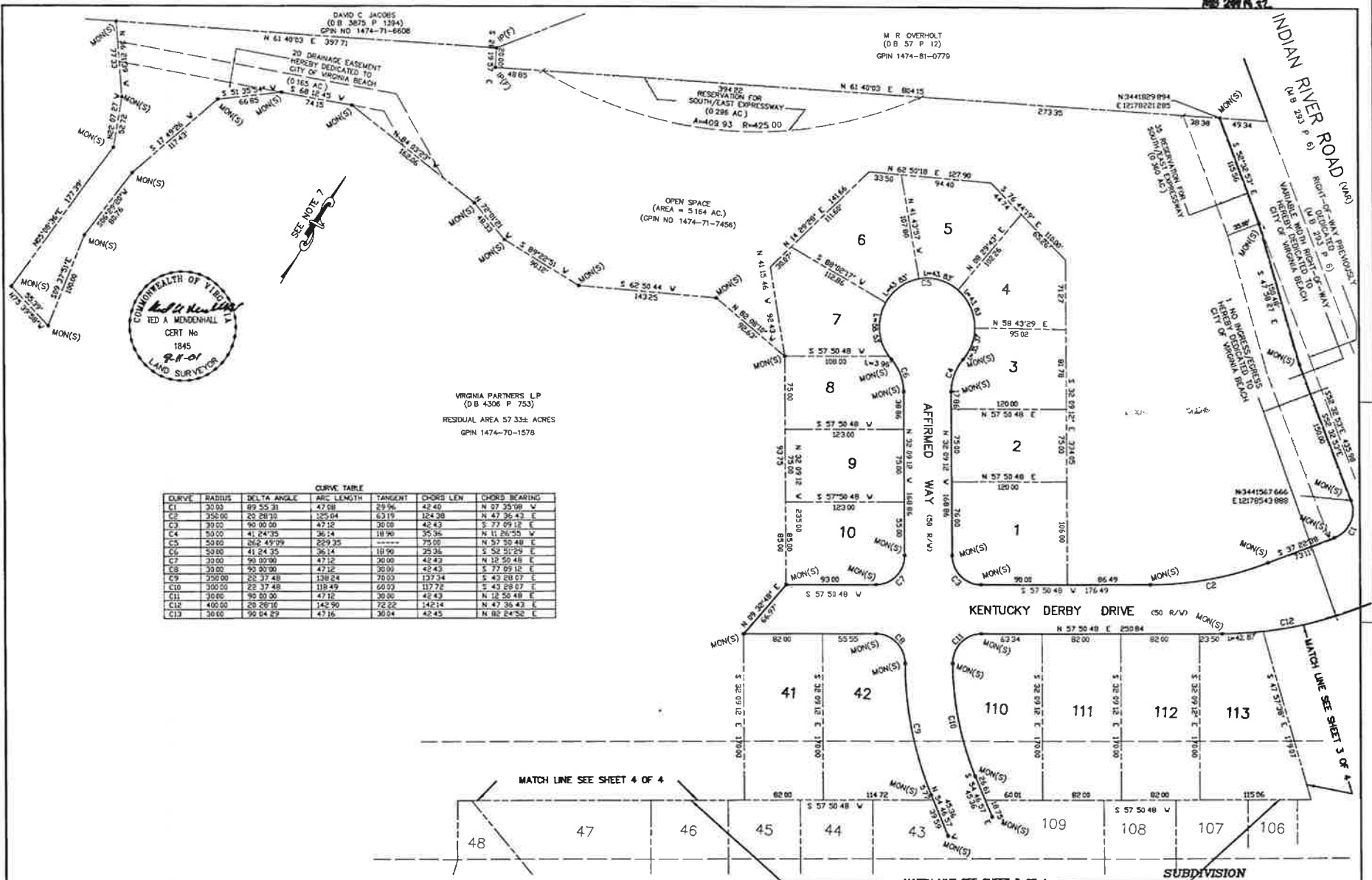
Scale AS SHOWN VIRGINIA BEACH, VIRGINIA MARCH 20, 2001

NDI, L.L.C.
 BASGIER AND ASSOCIATES DIVISION
 ENGINEERS-SURVEYORS-PLANNERS
 572 Central Drive, Suite 103, Virginia Beach VA 23454

VIRGINIA IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH, VIRGINIA, ON THE 21st DAY OF August, 2001, THIS PLAT WAS RECEIVED AND ADMITTED TO RECORD IN MAP BOOK 879 AT PAGE 51.

TESTE [Signature] CLERK [Signature]

TOTAL AREA OF RIGHT-OF-WAY DEDICATED WITH THIS PLAT 4.730 Ac
 TOTAL AREA ENCOMPASSED BY THIS PLAT = 34.327 ACRES (INCLUDING RIGHT-OF-WAY DEDICATION)



SEE NOTE 7

VIRGINIA PARTNERS LP
(DB 4306 P 753)
RESIDUAL AREA 57.33± ACRES
GPN 1474-70-1578

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	TANGENT	CHORD LEN	CHORD BEARING
C1	30.00	89.5531	47.68	19.96	42.40	N 37.3578 W
C2	250.00	20.2810	125.04	63.19	124.38	N 47.3643 E
C3	30.00	90.0000	47.12	30.00	42.43	S 77.0912 E
C4	30.00	41.2435	36.74	18.90	35.36	N 11.2655 W
C5	50.00	252.4599	259.35	75.00	137.34	N 57.5048 E
C6	30.00	41.2435	36.74	18.90	35.36	S 52.5029 E
C7	30.00	90.0000	47.12	30.00	42.43	N 12.5048 E
C8	30.00	90.0000	47.12	30.00	42.43	S 77.0912 E
C9	250.00	20.2810	125.04	63.19	124.38	S 43.2807 E
C10	300.00	22.3748	118.49	60.00	117.72	S 43.2807 E
C11	30.00	90.0000	47.12	30.00	42.43	N 12.5048 E
C12	400.00	20.2810	142.90	72.22	142.14	N 47.3643 E
C13	30.00	90.0429	47.16	30.04	42.45	N 82.2432 E

THE UNDERSIGNED CERTIFY THAT THE SUBDIVISION AS IT APPEARS ON THIS PLAT CONFORMS TO THE APPLICABLE REGULATIONS RELATING TO THE SUBDIVISION OF LAND AND IS ACCORDINGLY APPROVED BY SUCH APPROVAL. THE UNDERSIGNED DO NOT CERTIFY AS TO THE CORRECTNESS OF THE BOUNDARY STREET OR OTHER LINES SHOWN ON THIS PLAT.

APPROVED Chalm A. Athan DATE 9/14/01
PLANNING DIRECTOR CITY OF VIRGINIA BEACH VIRGINIA
APPROVED P. W. A. Owen DATE 9/14/2001
DIRECTOR OF PUBLIC WORKS CITY OF VIRGINIA BEACH VIRGINIA

VIRGINIA
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE
CITY OF VIRGINIA BEACH VIRGINIA ON THE 30th DAY OF
September 2001 THIS PLAT WAS RECEIVED
AND ADMITTED TO RECORD IN MAP BOOK 589
AT PAGE 22

TESTE J. Curtis Fruit CLERK
J. Curtis Fruit

Certified to be a TRUE COPY
of record in my custody
J. Curtis Fruit
Circuit Court, Virginia Beach, Va
By J. Curtis Fruit
Deputy Clerk

SUBDIVISION OF
**INDIAN RIVER FARMS,
SECTION ONE**
VIRGINIA BEACH VIRGINIA
Scale 1" = 60' MARCH 20 2001

NDI LLC
BASGIER AND ASSOCIATES DIVISION
ENGINEERS-SURVEYORS-PLANNERS
572 Central Drive Suite 103, Virginia Beach VA 23454
60' 0 60 120 feet
GRAPHIC SCALE SHEET 2 OF 4

FOR ADDITIONAL NOTES AND CERTIFICATES SEE SHEET 10F 4



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD LEN	CHORD BEARING
C30	52.00	36.14	41 24'35"	18.90	32.36	S 78 33'10" V
C31	30.00	23.03	26 52'49"	14.69	21.22	N 35 07'12" V
C32	50.00	36.14	41 24'35"	18.90	32.36	N 37 08'31" E
C33	180.00	29.51	16 19'58"	14.25	28.41	N 51 04'49" E
C34	155.00	28.25	15 32'23"	13.80	27.40	N 64 07'56" V
C35	35.00	25.86	39 17'50"	12.36	21.96	S 67 15'13" E
C36	35.00	25.86	39 17'50"	12.36	21.96	N 14 48'28" V
C37	170.00	113.42	38 13'31"	58.91	111.32	S 48 20'19" E
C38	62.00	94.27	92 51'01"	62.00	84.87	N 74 14'04" V

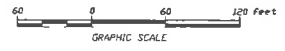
VIRGINIA PARTNERS LP
(D B 4306 P 753)
RESIDUAL AREA 57.33± ACRES
SPIN 1474-P2-4559

Certified to be a TRUE COPY
of record in my custody
J. Curtis Frust, Clerk
Circuit Court, Virginia Beach, Va
By: [Signature] Deputy Clerk

**SUBDIVISION
OF
INDIAN RIVER FARMS,
SECTION ONE**

VIRGINIA BEACH VIRGINIA
Scale 1" = 60' MARCH 20 2001

NDI, L.L.C.
BASGIER AND ASSOCIATES DIVISION
ENGINEERS-SURVEYORS-PLANNERS
572 Central Drive Suite 103 Virginia Beach VA 23454



THE UNDERSIGNED CERTIFY THAT THE SUBDIVISION AS IT APPEARS ON THIS
PLAT CONFORMS TO THE APPLICABLE REGULATIONS RELATING TO THE SUBDIVISION
OF LAND AND IS ACCORDINGLY APPROVED BY SUCH APPROVAL THE UNDERSIGNED
DO NOT CERTIFY AS TO THE CORRECTNESS OF THE BOUNDARY STREET OR OTHER
LINES SHOWN ON THIS PLAT

APPROVED [Signature] DATE 9/14/01
PLANNING DIRECTOR CITY OF VIRGINIA BEACH VIRGINIA

APPROVED [Signature] DATE 9/14/2001
DIRECTOR OF PUBLIC WORKS CITY OF VIRGINIA BEACH VIRGINIA

VIRGINIA
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE
CITY OF VIRGINIA BEACH VIRGINIA ON THE 20th DAY OF
September 2001 THIS PLAT WAS RECEIVED
AND ADMITTED TO RECORD IN MAP BOOK 3289
AT PAGE 34

TESTE [Signature] CLERK

LONNE L. DAVIS, EST
(D B 97 P 2140)
SPIN 1474-80-718

FOR ADDITIONAL NOTES AND CERTIFICATES SEE SHEET 1 OF 4