



Multi-Property Estate Auction

**#2 – Lot 156 @ Corner of Fair Meadows Road
& Virginia Beach Blvd.
Virginia Beach, VA 23462**

Due Diligence

S B SYKES, BOURDON,
A L AHERN & LEVY, P.C.

ATTORNEYS AND COUNSELORS AT LAW

4429 BONNEY ROAD
SUITE 500
VIRGINIA BEACH, VIRGINIA 23462

TELEPHONE: 757-499-8971
FACSIMILE: 757-456-5445

JON M. AHERN
R. EDWARD BOURDON, JR.
JAMES T. CROMWELL
L. STEVEN EMMERT
MOLLY R. KISER
KIRK B. LEVY
MICHAEL J. LEVY*
HOWARD R. SYKES, JR.
DAVID M. ZOBEL

July 22, 2019

*Admitted in Virginia and Washington DC

Via Email: wjsumms@atlanticremarketing.com

Mr. William J. Summs
Atlantic Asset Management Group, Inc.
1195 Lance Road
Norfolk, Virginia 23502

Re: Lot 156 Subdivision of Fair Meadows, Corner of Fair Meadows Road and Virginia Beach Boulevard,
Virginia Beach, Virginia

Dear Bill:

Based upon my review of the City's Zoning records with respect to the above referenced property and the Title Report you provided from "Premier Real Estate Title Insurance Company", the following represents the "use" for which the subject property, zoned R-10 Residential District, can be developed:

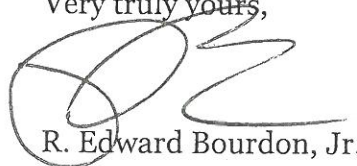
A single family residential dwelling with a 30 foot front yard setback from Fair Meadows Road and a 30 foot side yard setback (adjacent to a street) from Virginia Beach Boulevard. A dwelling would also be required to be setback at least 20 feet from the eastern (rear) property line and 10 feet from the southern side property line. All access would be off of Fair Meadows Road.

*It might be possible to obtain a Conditional Use Permit for a "home occupation" from Virginia Beach City Council for someone living in the home for a profession such as a C.P.A./attorney, doctor, tax preparation, or real estate broker. This would be very specific to an individual's circumstances and allow no more than the resident and one (1) employee. Typically there is a limit on the number of daily client trips (visits) to the property. This is not a given or certainty, however, the location on Virginia Beach Boulevard should receive some sympathetic and practical consideration

I hope this is of help.

With kind regards, I am

Very truly yours,



R. Edward Bourdon, Jr.

REBjr/arhm

H:\AM\Letters_REB\Correspondence Q-T\Summs_Ltr 7-22-2019.docx

PROPERTY DETAILS

LEGAL DESCRIPTION	Fair Meadows Lot 156
GPIN (PARCEL ID)	14672894450000
SERVICE DISTRICT	20 : Kempsville

FY19/20 ASSESSMENT

LAND VALUE	\$88,000
IMPROVEMENT VALUE	\$0
TOTAL VALUE	\$88,000

LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	R10
PROPERTY CODE/CATEGORY	100 Vacant Residential Land
LAND USE	No
WATERSHED	Chesapeake Bay
PLATS (MAP BOOK/INSTRUMENT #)	Download (https://media.vbgov.com/rea/plats/034_0005.PDF)
LAND SQUARE FOOTAGE	7,358.54 sq ft

BUILDING INFORMATION

SALES HISTORY

DOCUMENT #	SALES DATE	SALES PRICE	DEED BOOK/PAGE
0000000000000000	11/16/1993	\$0	3301 / 43
	11/16/1993	\$0	3301 / 43

TAX ASSESSMENTS

FISCAL YEAR	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	TAX PER \$100	ANNUAL TAXES
2020	\$88,000	\$0	\$88,000	\$1.0175	\$895.40
2019	\$89,800	\$0	\$89,800	\$1.0025	\$900.26
2018	\$89,800	\$0	\$89,800	\$1.0025	\$900.26
2017	\$89,800	\$0	\$89,800	\$0.99	\$889.02
2016	\$89,800	\$0	\$89,800	\$0.99	\$889.02
2015	\$91,600	\$0	\$91,600	\$0.93	\$851.88
2014	\$91,600	\$0	\$91,600	\$0.93	\$851.88
2013	\$112,500	\$0	\$112,500	\$0.95	\$1,068.76
2012	\$112,500	\$0	\$112,500	\$0.89	\$1,001.26
2011	\$116,000	\$0	\$116,000	\$0.89	\$1,032.40
2010	\$116,000	\$0	\$116,000	\$0.89	\$1,032.40
2009	\$116,000	\$0	\$116,000	\$0.89	\$1,032.40
2008	\$116,000	\$0	\$116,000	\$0.89	\$1,032.40

Exemption programs such as Seniors, Disabled Persons, Veterans, Energy Efficient Buildings, etc. are not reflected in the Annual Taxes.

ANNUAL TAXES









CITY OF VIRGINIA BEACH OFFICE OF THE REAL ESTATE ASSESSOR

Municipal Center- Building 18
2424 Courthouse Drive
Virginia Beach, Virginia 23456-9054
Telephone (757) 385-4601 Fax (757) 385-5727

SALLYE N KORDULAK CHARITABLE REMAIND

433 W CHICKASAW RD
VIRGINIA BEACH VA 23462-6246

*To change mailing address please contact
the City Treasurer's Office at (757)385-8258*

REAL ESTATE ASSESSMENT NOTICE

ASSESSED VALUE FOR PROPERTY BELOW FOR FISCAL YEAR 2019/2020
(EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020)

PARCEL IDENTIFICATION NUMBER: 14672894450000

PROPERTY ADDRESS:

LEGAL DESCRIPTION: FAIR MEADOWS LOT 156

DISTRICT: Kempsville

AREA ID: 2112006

THIS IS NOT A BILL

	FY 2017/2018 ASSESSMENT	FY 2018/2019 ASSESSMENT	FY 2019/2020 ASSESSMENT
Land:	\$89,800	\$89,800	\$88,000
Structure:	\$0	\$0	\$0
Total:	\$89,800	\$89,800	\$88,000
Tax Rate/\$100 of Value:	\$1.0025	\$1.0025	\$1.0025 *
Estimated Annual Tax Levy:	\$900.25	\$900.25	\$882.20 *
% Change in FY2019/2020 Tax Levy:	-2.00%	-2.00%	

Exemption programs such as Seniors, Disabled Persons, Veterans, etc. are not reflected in the Tax Levy and the Change in the Tax Levy.

*As of the date of this notice the real estate tax rate for FY2019/2020 has not been established, therefore the estimated annual tax levy and percentage change for the new assessment is a projection based on the FY 2018/2019 tax rate. Tentatively, a Public Hearing before City Council to discuss the real estate tax rate has been scheduled for **April 30, 2019 at 6:00 pm in the City Council Chambers**. In the event the time and date is changed, information on the rescheduled Public Hearing will be published in the Beacon and at VBgov.com. **The Real Estate Assessor will hold hearings to review your assessment upon request from March 15 thru May 17, 2019.** Should you desire to discuss your assessment, please call (757) 385-4601, select option 3. State Statutes 58.1-3331 and 58.1-3332 establish procedures for property owners to view and copy records maintained by the Assessor's Office. Any application for appeal to the Board of Equalization must be received by September 30, 2019.



5350 KempsRiver Drive, Suite 108C
Virginia Beach, VA 23464
Phone: (757) 420-3844

Title Search Invoice

John L. Kordulak
Phone: (757) 651-7783 cell
Fax: (757) 495-3126

Dated: June 7, 2019

RE: Lot 156 Fair Meadows
Virginia Beach, VA

File: John Kordulak Lot 156 Fair Meadows

Title Search	\$150.00
Total Amount Due	\$150.00

Buyer: _____ address: Lot 156 Fair Meadows

Effective date: 6/4/19 File no. _____ Deed type Exempt BUILT: _____

City: VA Beach Grantor: Sallye N. Kordulak or Trustee of The Sally N. Kordulak RUT

Grantee: John L Kordulak & Gloria K. Hagerthy, Co-Trustees of The Sallye N. Kordulak Charitable Remainder Unitrust

Dated: 10/26/19 Recorded: 11/16/19 Book/Inst: 3301/43

Short Legal: Lot 156, Fair Meadows (MS 34/5)

Tax ID: 14622894450000 City current yrs (2019) All paid / not

Delinq: yes no bal thru \$450.13 per 1/2

Next due: 12/5/19 Amt not available homestd yes no

Total Value: 88k Land: 88k Bldg: Ø

First Mtg: _____ Second Mtg: _____

Mortgagor: _____ Mortgagee: _____

Trustee: _____ Trustee: _____

Mortgagee: _____ Mortgagee: _____

Dated: NO recd: _____ Dated: _____ recd: _____

Bk/pg: _____ amt: \$ _____ Bk/pg: _____ amt: \$ _____

Assigned to: _____ Assigned to: _____

BK/pg: _____ recd: _____ BK/pg: _____ recd: _____

Third Mtg: _____ Fouth MTG: _____

Mortgagor: _____ Mortgagee: _____

Trustee: _____ Trustee: _____

Mortgagee: _____ Mortgagee: _____

Dated: _____ recd: _____ Dated: _____ recd: _____

Bk/pg: _____ amt: \$ _____ Bk/pg: _____ amt: \$ _____

Assigned to: _____ Assigned to: _____

BK/pg: _____ recd: _____ BK/pg: _____ recd: _____

Sellers Judgments /Lien yes no # Ø Buyers Judgments/Liens yes/no # n/a-TBD

UCC yes no NOTES: No evidence of death found for John Kordulak (DB 748 PG 238)

Restrictions @ 748/238

If this is Virginia Beach, you must call 757-385-4421, option 1, to check for code enforcement liens

If this is Norfolk and or Virginia beach you must call for a faxed utility payoff/ stormwater payoff good to the sales date - Norfolk 757 664-4633 and va beach 757 385 5859. If property is 100% tax exempt it will be subject to a prorated tax amount- call treasurer for amt (tax rate is \$1.0025 per 100 of the total assessment due

Accutitle Services _____ accutitlesearch@aol.com 757-717-5140 PROBATE WAS RUN

FROM: 10/26/93 TO: 6/4/19 DB: 3301 PG: 43
 INST.: _____

GRANTOR: Sallye N. Kordulak & Trustee of The Sallye N. Kordulak RLT

GRANTEE: John L. Kordulak & Gloria K. Hagerty, Co-Trustees of
 The Sallye N. Kordulak Charitable Remainder Unitrust

INST. TYPE	BOOK & PAGE OR INST. #	LOT/UNIT #	BLOCK	SECTION	SUBDIVISION
	No open DOT				

FROM: 6/8/92 TO: 11/16/93 DB: 3105 PG: 1702
 INST.: _____

GRANTOR: Sallye N. Kordulak Lot 156

GRANTEE: Sallye N. Kordulak, Trustee under RLT - The Sallye N. Kordulak RLT

OUT	3301/43				

JUDGMENTS UCC PLATS

Due to the tragic event on May 31 at the Virginia Beach Municipal Center, the City Treasurer, V. Leigh Henderson, has extended the due date for real estate tax payments normally due on June 5 to Wednesday, June 19.

Account Information	
Parcel ID	Last Update
14672894450000	6/6/2019 12:48:17 AM
Owner: SALLYE N KORDULAK CHARITABLE REMAINDER UNITRUST 433 W CHICKASAW RD VIRGINIA BEACH, VA 23462-6246	SITUS: 0
Legal Description	
FAIR MEADOWS LOT 156	

Tax Bills				
Tax Year	Bill Number	Penalty/Fees	Interest	Amount Due
2019	1119016125	\$0.00	\$0.00	\$0.00
2018	1118016122	\$0.00	\$0.00	\$0.00
2017	1117016115	\$0.00	\$0.00	\$0.00
2016	1116016104	\$0.00	\$0.00	\$0.00
2015	1115016200	\$0.00	\$0.00	\$0.00
Total				\$0.00

Under Virginia State Law, these real estate tax information records are public information. Display of this tax information on the Internet is specifically authorized by the Code of Virginia § 58.1-3172.1.

While the Real Estate Treasurer's Office has attempted to ensure that the tax information contained on this site is accurate and reflects the property's characteristics, the City of Virginia Beach and the Virginia Beach Treasurer's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information. The City of Virginia Beach and the Virginia Beach Treasurer's Office do not assume any liability associated with the use or misuse of this real estate tax information. All payments made after the due date are considered late and penalty and interest will be applied. Note that payments & balance dues may be as of the prior business day. If you have questions, please contact us at (757) 385-4445 or vbre4you@vb.gov.com

These use and privacy terms and conditions stated below incorporate any and all similar terms provided by vb.gov.com. In the event that there is a conflict between the provisions herein provided and those provided by vb.gov.com, the terms provided by vb.gov.com shall control.

Due to the tragic event on May 31 at the Virginia Beach Municipal Center, the City Treasurer, V. Leigh Henderson, has extended the due date for real estate tax payments normally due on June 5 to Wednesday, June 19.

Tax Account	
Parcel ID	Last Update
14672894450000	6/6/2019 12:48:17 AM
Owner: SALLYE N KORDULAK CHARITABLE REMAINDER UNITRUST 433 W CHICKASAW RD VIRGINIA BEACH, VA 23462-6246	SITUS: 0
Legal Description	
FAIR MEADOWS LOT 156	

Tax Assessment			
	Gross Tax	Credit	Net Tax
City of Virginia Beach	\$900.26	\$0.00	\$900.26
Total Tax	\$900.26	\$0.00	\$900.26

Tax Installment Information							
Period	Bill Number	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	1119016125	12/5/2018	2019	\$0.00	\$0.00	\$0.00	\$0.00
INST 2	1119016125	6/5/2019	2019	\$0.00	\$0.00	\$0.00	\$0.00
Total Due:				\$0.00	\$0.00	\$0.00	\$0.00

Payment History				
Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2019	1119016125	B19.237671	\$450.13	05/31/2019
2019	1119016125	B19.132631	\$450.13	12/05/2018

Under Virginia State Law, these real estate tax information records are public information. Display of this tax information on the Internet is specifically authorized by the Code of Virginia § 58.1-3172.1.

While the Real Estate Treasurer's Office has attempted to ensure that the tax information contained on this site is accurate and reflects the property's characteristics, the City of Virginia Beach and the Virginia Beach Treasurer's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information. The City of Virginia Beach and the Virginia Beach Treasurer's Office do not assume any liability associated with the use or misuse of this real estate tax information. All payments made after the due date are considered late and penalty and interest will be applied. Note that payments & balance dues may be as of the prior business day. If you have questions, please contact us at (757) 385-4445 or vbtre4you@vbgov.com

These use and privacy terms and conditions stated below incorporate any and all similar terms provided by vbgov.com. In the event that there is a conflict between the provisions herein provided and those provided by vbgov.com, the terms provided by vbgov.com shall control.



Storm Water Query

Code C returned

The account information that you requested cannot be accessed using the search criteria you entered. Please contact us at (757)385-5859 or PUStormWater@vbgov.com Monday through Friday from 8:00am to 5:00pm, so that we may provide you with current account information.

0044348

BK 3301 PG 0043

DEED OF GRANTOR TO TRUSTEES

EXEMPT FROM TAX: VA. CODE SECTION 58.1-811 (A)(12)

THIS DEED OF GIFT, made on this 26th day of October, 1993, by and between **SALLYE N. KORDULAK**, Grantor and Trustee of **THE SALLYE N. KORDULAK REVOCABLE LIVING TRUST**, party of the first part herein, and **JOHN L. KORDULAK and GLORIA K. HAGERTY**, as Co-Trustees of **THE SALLYE N. KORDULAK CHARITABLE REMAINDER UNITRUST**, established by the Grantor on June 8, 1992, unrecorded, Grantees, parties of the second part herein.

WITNESSETH:

THAT for and in love and affection from the party of the first part to the party of the second part, and other good and valuable considerations from the Grantees to Grantor, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey with General Warranty and English covenants of title, unto the said party of the second part the following described property, to-wit:

All those certain lots, pieces or parcels of land, situated in the Kempsville Magisterial District, Princess Anne County, Virginia, being shown on the plat entitled "Subdivision of Fair Meadows, Princess Anne County, Virginia", dated November 18, 1952, made by S. W. Armistead, C.E., which plat is duly recorded in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia, on the 9th day of December, 1952, as Lot Number One Hundred Fifty-six (156). The size, location and dimensions of the said lots are shown on the said plat, reference to which is hereby made.

IT BEING the same property conveyed to the said Grantor herein as Trustee of **THE SALLYE N. KORDULAK REVOCABLE LIVING TRUST** by deed of **SALLYE N. KORDULAK**, dated June 8, 1992 and duly recorded in the aforesaid Clerk's Office in Deed Book 363, at page 52.

TO HAVE AND TO HOLD the said property by the Co-Trustees, **JOHN L. KORDULAK** and **GLORIA K. HAGERTY**, with the appurtenances thereunto belonging upon the trusts and for the purposes set forth herein and, under the said Charitable Remainder Unitrust, and with the following rights, powers and privileges, in accordance with **Section 55-17.1 of the Code of Virginia**, as amended:

1. Trustee, including any Successor Trustee, shall have the power to sell, lease, encumber or otherwise dispose of the property herein described;
2. No one dealing with the Trustee, including any Successor Trustee, shall be required to make further inquiry as to the right of such Trustee to act;

GPIN: 1467-28-9445

8484400

3. No one dealing with the Trustee, including any Successor Trustee, shall inquire as to the disposition of any proceeds.

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

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

WITNESS: the following signatures and seals.

Sallye N. Kordulak
SALLYE N. KORDULAK
Grantor and Trustee

STATE OF VIRGINIA

CITY OF VIRGINIA BEACH, to-wit:

I, Robert T. Irwin, a Notary Public in and for the State of Virginia, hereby certify that SALLYE N. KORDULAK, Grantor and Trustee, whose name is signed to the foregoing writing dated October 26, 1993, has acknowledged the same before me in my presence in the City and State aforesaid.

Given under my hand this 26th day of October, 1993.

(SEAL)

Robert T. Irwin
Notary Public

My commission expires: 4/30/94.

This instrument was prepared by:

R. THOMAS IRWIN, ESQ.
Davis, Irwin & Brynteson, P.C.
6037 Providence Road, Suite 5
Virginia Beach, Virginia 23464
(804) 420-7722

RECORDED WITH
CERTIFICATE ANNEXED

93 NOV 16 AM 9: 37

\$58.1-802 TAXES PAID \$
VIRGINIA BEACH, VA.

TESTE: Thomas Irwin
CLERK, CIRCUIT COURT

DEED OF GRANTOR TO TRUSTEE**EXEMPT FROM TAX: VA. CODE SECTION 58.1-811 (A)(12)**

THIS DEED OF BARGAIN AND SALE, made on this 8TH day of June, 1992, and between **SALLYE N. KORDULAK**, Grantor, party of the first part herein, and **SALLYE N. KORDULAK**, of 433 West Chickasaw Road, Virginia Beach, Virginia 23462, as Grantee and Trustee, under a certain **REVOCABLE LIVING TRUST** established by the Grantor on June 8, 1992, unrecorded, and identified as **THE SALLYE N. KORDULAK REVOCABLE LIVING TRUST**, party of the second part herein.

WITNESSETH:

That for and in consideration of the benefits accruing to herself and/or her heirs, executors and/or assigns, acknowledged by the Grantor herein to have value of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the signing, sealing and delivery of these presents, the Grantor hereby grants, sells, and conveys with General Warranty and English covenants of title, unto the Trustee the following described property, to-wit:

All those certain lots, pieces or parcels of land, situated in the Kempsville Magisterial District, Princess Anne County, Virginia, being shown on the plat entitled "Subdivision of Fair Meadows, Princess Anne County, Virginia", dated November 18, 1952, made by S. W. Armistead, C.E., which plat is duly recorded in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia, on the 9th day of December, 1952, as Lot Number One Hundred Fifty-six (156). The size, location and dimensions of the said lots are shown on the said plat, reference to which is hereby made.

IT BEING the same property conveyed to the said Grantor herein by deed of W. T. Mason, et al., dated August 14, 1962, and duly recorded in the aforesaid Clerk's Office in Deed Book 748, at page 238.

TO HAVE AND TO HOLD the said property by my Trustee, **SALLYE N. KORDULAK**, with the appurtenances thereunto belonging upon the trusts and for the purposes set forth herein and, under the said Revocable Living Trust, and with the following rights, powers and privileges, in accordance with Section 55-17.1 of the Code of Virginia, as amended:

1. Trustee, including any Successor Trustee, shall have the power to sell, lease, encumber or otherwise dispose of the property herein described,
2. No one dealing with the Trustee, including any Successor Trustee, shall be required to make further inquiry as to the right of such Trustee to act,

3. No one dealing with the Trustee, including any Successor Trustee, shall inquire as to the disposition of any proceeds.

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

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

WITNESS: the following signature and seal.

Sally N. Kordulak
SALLYE N. KORDULAK
Grantor and original Trustee

STATE OF VIRGINIA

CITY OF VIRGINIA BEACH, to-wit:

I, Ivy C. Francis, a Notary Public in and for the State of Virginia, hereby certify that SALLYE N. KORDULAK, Grantor and original Trustee, whose name is signed to the foregoing writing dated June 8, 1992, has acknowledged the same before me in my presence in the City and State aforesaid.

Given under my hand this 8th day of June, 1992.

(SEAL)

Ivy C. Francis
Notary Public

My commission expires 6-30-95.

This instrument was prepared by:

R. THOMAS IRWIN
Attorney at Law
DAVIS, IRWIN & BRYNTESON, P.C.
6037 Providence Road, Suite 5
Virginia Beach, Virginia 23464

VIRGINIA: July In the Clerk's Office of the Circuit Court of Virginia Beach 9 day of July, 1992 at 10:09, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. The tax imposed by 558.1-802 of the Code, has been paid, in the amount of \$.....

TESTE: J. CURTIS FRUIT, Clerk

By Emilia Bolman D. C.

W. T. MASON, ET UX ET ALS
TO (B. & S.
JOHN KORDULAK, ET UX EX \$6.00 8794

Deed
Only

THIS DEED OF BARGAIN AND SALE, made this 14th day of August, 1962, by and between W. T. MASON and VIVIAN C. MASON, his wife, HUGO A. OWENS and HELEN W. OWENS, his wife, and I. M. WATTS and ANNA A. WATTS, his wife, parties of the first part, hereinafter called the Grantors, and JOHN KORDULAK and SALLYE N. KORDULAK, husband and wife, parties of the second part, hereinafter called the Grantees:

WITNESSETH THAT for and in consideration of the sum of Ten (\$10.00) Dollars cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey, with General Warranty, unto the said Grantees as tenants by the entireties with the right of survivorship as at common law, the following described real property, to-wit:

All those certain lots, pieces or parcels of land, situated in the Kempsville Magisterial District, Princess Anne County, Virginia, being shown on the plat entitled "Subdivision of Fair Meadows, Princess Anne County, Virginia", dated November 18, 1952, made by S. W. Armistead, C.E., which plat is duly recorded in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia, on the 9th day of December, 1952, as Lot Number One Hundred and Thirty-seven (137) and Lot Number One Hundred and Fifty-six (156). The size, location and dimensions of the said lots are shown on the said plat, reference to which is hereby made.

This being a part of the same property conveyed to W. T. Mason, Helen M. Watts, I. M. Watts and Hugo A. Owens by three deeds, the first of the Norland Housing Corporation dated September 30, 1952, and recorded in Deed Book 315, page 229; the second of T. Justin Moore, Trustee dated December 1, 1952, and recorded in Deed Book 315, page 236; and the third of Virginia Electric & Power Company dated December 3, 1952, and recorded in Deed Book 315, page 239.

The said Helen M. Watts died intestate and without issue and upon her death her one-fourth interest in said property descended to Queenie Newborn, her mother, subject to the curtesy rights of her husband, Wilbur O. Watts. The said Queenie Newborn and Wilbur O. Watts conveyed their interests in said property to I. M. Watts, one of the Grantors herein, by deed duly recorded.

The land acquired in the aforementioned deeds from T. Justin Moore, Trustee, and Virginia Electric and Power Company is conveyed subject to the reservations, easements and restrictions contained in said deeds.

The lots on the aforementioned plat of Fair Meadows shall be subject to the following restrictions and protective covenants:

- (a) All lots on this plat are hereby designed as residential lots.



HILARY H. JONES, JR. • ATTORNEY AT LAW • KEMPVILLE, VIRGINIA

(b) No buildings shall be erected on any lot nearer than 25 feet to the front line, nor nearer than 5 feet to any side line.

(c) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no swine shall be allowed thereon.

(d) No Trailer, basement, tent, shack, garage, barn or other out building erected shall at anytime be used as a residence temporarily or permanently.

(e) No structure shall be moved or erected onto any lot unless it conforms to and is in harmony with the restrictions herein, pertaining to the erection of buildings and dwellings.

(f) No building shall be erected on any lot on the plat the ground floor square foot area thereof which shall be less than 700 feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half story or two story structure. Subject to the above provisions, any building permitted under the Norfolk City Zoning Code of January, 1950, in classes R-1 to and including R-4 may be erected on any lot.

(g) The owners, their heirs, successors or assigns of Lots Numbered 63 through 83 as shown on the said plat of Fair Meadows, purchase said lots subject to those reservations, easements and restrictions contained in the right of way agreement from the parties of the first part to the Virginia Electric and Power Company dated the 1st day of December, 1952, and recorded in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia.

(h) The fee in all streets, roads and avenues on said plat with the right to lay, maintain and use thereon sidewalks, sewer, gas and water pipes and fixtures to erect, put down, use and maintain, telegraph, telephone or electric poles, wires and fixtures and for such other and reasonable purposes, the right to lay, maintain and use sewer and water pipes, and fixtures, along or under the dividing lines between the lots shown on said plat are expressly reserved to the parties of the first part, their heirs, successors or assigns.

(i) It is understood that the parties of the first part shall not be required to enforce said restrictions and covenants, and failure of the parties of the first part to enforce any of said restrictions and covenants herein is not to be construed as a waiver of its rights to enforce the same.

(j) The said restrictions and covenants shall run with the land and shall be binding on all parties claiming title to the land herein described and hereby conveyed until January 1, 1978, at which time said restrictions and covenants shall be automatically extended for successive period of ten (10) years unless by a vote of the majority of the then owners of the lots of this subdivision it is agreed to change said restrictions and covenants in whole or in part.

(k) Invalidation of any of these restrictions and covenants by judgment or court order shall remain in full force and effect.

Subject to the foregoing, the said parties of the first part covenant that they are seized in fee simple of the said land; that they have the right to convey the same to the said grantee; that the said grantee shall have quiet and peaceable possession thereof, free from all encumbrances; that they have done no act to encumber the said land; and that they, the said parties of the first part, will execute such further assurances of the said land as may be requisite.

WITNESS the following signatures and seals:

<u>[Signature]</u> (SEAL)	<u>Vivian C. Mason</u> (SEAL)
<u>Heley W. Owens</u> (SEAL)	<u>I. N. Watts</u> (SEAL)
<u>W. T. Mason</u> (SEAL)	<u>Anna A. Watts</u> (SEAL)

STATE OF VIRGINIA)
 : To-Wit
CITY OF NORFOLK)

I, E. N. Fields, a notary public in and for the city and state aforesaid, whose commission expires on the 28 day of July, 1963, do hereby certify that W. T. MASON, VIVIAN C. MASON, HUGO A. OWENS, HELEY W. OWENS, I. N. WATTS and ANNA A. WATTS, each of whose signature is

HILARY H. JONES, JR. & ATTORNEYS AT LAW & NORFOLK, VIRGINIA

affixed to the foregoing deed of bargain and sale dated on the 14th day of August, 1962, personally appeared before me in my city and state aforesaid and acknowledged the same to be his own.

Given under my hand this 28 day of August, 1962.

E. N. Fields
Notary Public

VIRGINIA:

In the Clerk's Office of the Circuit Court of Princess Anne County, on the 17th day of September 1962 at 12.00 P.M., this Deed was received and upon the certificate of acknowledgment thereto annexed, admitted to record.

TESTE: JOHN V. FENTRESS, Clerk

By Elizabeth A. Jones D. C.

HILARY H. JONES, JR. • ATTORNEY-AT-LAW • ROYSE, VIRGINIA

*Quess a White, Ottys
9-20-62*

The grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect his property have been fully explained to him or his authorized representative.

The said grantor covenants that he is seized of the land in fee simple herein conveyed; that he has the right to convey the said land to the grantee; that he has done no act to encumber the said land; that the grantee shall have quiet possession of the land, free from all encumbrances, and that he will execute such further assurances of the said land as may be requisite.

The said grantor covenants and agrees for himself, his heirs, successors and assigns, that the consideration hereinabove mentioned and paid to him shall be in lieu of any and all claims to compensation for land, and for damages, if any, to the remaining lands of the grantor which may result by reason of the use to which the grantee will put the land to be conveyed, including such drainage facilities as may be necessary.

WITNESS the following signatures and seals:

Sally N. Keddah [SEAL]
 _____ [SEAL]
 _____ [SEAL]
 _____ [SEAL]
 _____ [SEAL]
 _____ [SEAL]
 _____ [SEAL]

R/W-16
Revised 2-86

STATE OF VIRGINIA,

County of York, To-wit:

I, Debbie Levasseur, a Notary Public in and for the State of Virginia, at large, do certify that Sallye W. Kordulek and _____, whose names are signed to the foregoing writing, bearing date on the 6 day of Dec, 1988, have each acknowledged the same before me in the County aforesaid.

My term of office expires 3-24-91.

Given under my hand this 6 day of Dec, 1988.

Debbie Levasseur
Notary Public

C.C. 21 REV. 3/83

VIRGINIA: Jan In the Clerk's Office of the Circuit Court of Virginia Beach 5 day of 1989 at 9:35, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$.....

TESTE: J. CURTIS FRUIT, Clerk

By: Susan P. Clayton D. C.

State of Virginia, at large, do certify that _____ and _____, whose names are signed to the foregoing writing, bearing date on the _____ day of _____, 19____, have each acknowledged the same before me in the County aforesaid.

My term of office expires _____.

Given under my hand this _____ day of _____, 19____.

Notary Public

1972
475

34 p5
1072

W. T. Mason, J. H. Watts, Mable M. Watts, and Hazel A. Owens do hereby certify that the corners of the property shown on this map and that the boundaries of the property is made with our personal and independent view of the same.

Witness our signatures this 18th day of NOVEMBER, 1972.

W. T. Mason
J. H. Watts
Mable M. Watts
Hazel A. Owens

Witness my hand this 18th day of NOVEMBER, 1972.

[Signature]
Notary Public

Witness my hand and the seal of this office this 18th day of NOVEMBER, 1972.

[Signature]
OR

Witness my hand and the seal of this office this 18th day of NOVEMBER, 1972.

The undersigned certify that this plat shows the location of the land shown on this map as the boundaries of the subdivision of land and is accordingly approved. Witness my hand and the seal of this office this 18th day of NOVEMBER, 1972.

[Signature] 11-18-72
Director of Planning, Prince Georges County, VA
[Signature] 11-18-72
County Engineer, Prince Georges County, VA
[Signature] 11-18-72
Director of Public Works, Prince Georges County, VA



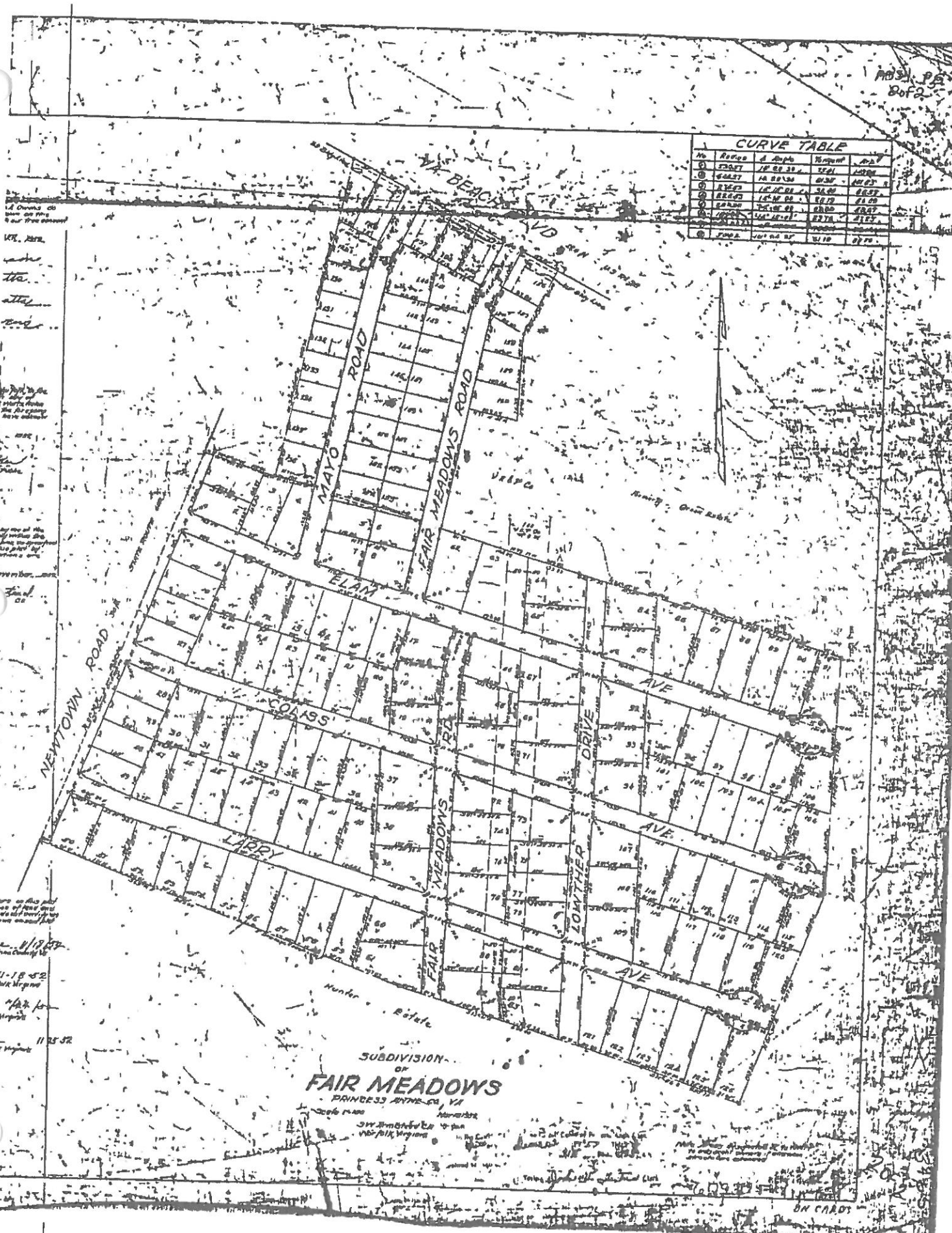
SUBDIVISION OF
FAIR MEADOWS
PRINCESS ANNE, VA

7-19-1972
D-4

MS. P. 2
8072

CURVE TABLE

No.	Radius	Δ (Degs)	Station	Area
1	1200	12° 00' 00"	1200	1200
2	1400	10° 00' 00"	1400	1400
3	1600	8° 00' 00"	1600	1600
4	1800	6° 00' 00"	1800	1800
5	2000	4° 00' 00"	2000	2000
6	2200	3° 00' 00"	2200	2200
7	2400	2° 00' 00"	2400	2400
8	2600	1° 30' 00"	2600	2600
9	2800	1° 15' 00"	2800	2800
10	3000	1° 00' 00"	3000	3000



SUBDIVISION
OF
FAIR MEADOWS
PRINCESS ANNE CO, VA

1/4 Owners of
land on this
plan are shown

100, 200,
300,
400,
500

By reference to the
plan of the
lot which this
plan is a part of
reference is made

By reference to the
plan of the
lot which this
plan is a part of
reference is made

By reference to the
plan of the
lot which this
plan is a part of
reference is made

By reference to the
plan of the
lot which this
plan is a part of
reference is made

By reference to the
plan of the
lot which this
plan is a part of
reference is made

By reference to the
plan of the
lot which this
plan is a part of
reference is made

ON CARD

Office of the Clerk of the Circuit Court

PRINCESS ANNE STATION VIRGINIA BEACH, VIRGINIA 23456-9002
J. CURTIS FRUIT, CLERK

OFFICIAL COURT RECEIPT

NO. 92-032649

REFERENCE NO. 1980

DATE 07/09/92

RECEIVED OF DAVID TRIST

IN NAME OF KIRDLER AK TRUST

DESCRIPTION BK 5 TR 119

REMARKS JULY 9, 1992

PAGE 1 OF 1

ACCOUNT	DESCRIPTION	AMOUNT
01-00-000145-	STATE LIBRARY FEE	1.00
02-00-000212-	TRANSFER FEES	1.00
03-00-000510-	DEEDS-RECORDING FEE	12.00

14.00 has been paid in Cash

TOTAL

14.00

DEED OF GRANTOR TO TRUSTEE**EXEMPT FROM TAX: VA. CODE SECTION 58.1-811 (A)(12)**

THIS DEED OF BARGAIN AND SALE, made on this 8TH day of June, 1992, and between **SALLYE N. KORDULAK**, Grantor, party of the first part herein, and **SALLYE N. KORDULAK**, of 433 West Chickasaw Road, Virginia Beach, Virginia 23462, as Grantee and Trustee, under a certain **REVOCABLE LIVING TRUST** established by the Grantor on June 8, 1992, unrecorded, and identified as **THE SALLYE N. KORDULAK REVOCABLE LIVING TRUST**, party of the second part herein.

WITNESSETH:

That for and in consideration of the benefits accruing to herself and/or her heirs, executors and/or assigns, acknowledged by the Grantor herein to have value of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the signing, sealing and delivery of these presents, the Grantor hereby grants, sells, and conveys with General Warranty and English covenants of title, unto the Trustee the following described property, to-wit:

All those certain lots, pieces or parcels of land, situated in the Kempsville Magisterial District, Princess Anne County, Virginia, being shown on the plat entitled "Subdivision of Fair Meadows, Princess Anne County, Virginia", dated November 18, 1952, made by S. W. Armistead, C.E., which plat is duly recorded in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia, on the 9th day of December, 1952, as Lot Number One Hundred Fifty-six (156). The size, location and dimensions of the said lots are shown on the said plat, reference to which is hereby made.

IT BEING the same property conveyed to the said Grantor herein by deed of W. T. Mason, et al., dated August 14, 1962, and duly recorded in the aforesaid Clerk's Office in Deed Book 748, at page 238.

TO HAVE AND TO HOLD the said property by my Trustee, **SALLYE N. KORDULAK**, with the appurtenances thereunto belonging upon the trusts and for the purposes set forth herein and, under the said Revocable Living Trust, and with the following rights, powers and privileges, in accordance with **Section 55-17.1 of the Code of Virginia**, as amended:

1. Trustee, including any Successor Trustee, shall have the power to sell, lease, encumber or otherwise dispose of the property herein described,
2. No one dealing with the Trustee, including any Successor Trustee, shall be required to make further inquiry as to the right of such Trustee to act,

3. No one dealing with the Trustee, including any Successor Trustee, shall inquire as to the disposition of any proceeds.

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

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

WITNESS: the following signature and seal.

Sally N. Kordulak
SALLYE N. KORDULAK
Grantor and original Trustee

STATE OF VIRGINIA

CITY OF VIRGINIA BEACH, to-wit:

I, IVY C. FRANCIS, a Notary Public in and for the State of Virginia, hereby certify that SALLYE N. KORDULAK, Grantor and original Trustee, whose name is signed to the foregoing writing dated June 8, 1992, has acknowledged the same before me in my presence in the City and State aforesaid.

Given under my hand this 8th day of June, 1992.

(SEAL)

Ivy C. Francis
Notary Public

My commission expires 6-30-95.

This instrument was prepared by:

R. THOMAS IRWIN
Attorney at Law
DAVIS, IRWIN & BRYNTESON, P.C.
6037 Providence Road, Suite 5
Virginia Beach, Virginia 23464

VIRGINIA: July In the Clerk's Office of the Circuit Court of Virginia Beach 9 day of July, 1992 at 10:09, this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

By Emile Bluman D. C.

G
10x 8.73
10x 9.06
10x 8.73
MH (San) Dist = 20.52

750' (750') 65.02

Plugged

15" San.

12" G

10' ±
59.04
38.49

75' ±
+13

66' ±
104
59.03
+14.49
18' ±

25' ±
+00
28' ±
+8.00

25' ±
+90

ALEX. P. & ODYSSEUS P.
KOTARIDES
DB 1523 PG. 10
MB. 34 PG. 5

018
497-9110

* PROP TEMP. CONST. ESMT. - C&P # 179

120.0' (120.02') Exist. R/W
(526°59'15"W) 525°27'43"W

C&P # 4977A
Tele. Ped # 189

FAIR MEADOWS ROAD 6" W

525°27'43"W

(526°59'15"W) 525°27'43"W

Exist. R/W 100.0' ±64.49

PROP. TEMP. CONST. ESMT.

25' ±
+70
25' ±
+90
30' ±
+8.00

25' ±
+63.5

75' ±
+66

66' ±
+81

75' ±
+67

C&P # 180

66' ±
+81

75' ±
+67

181.89'

VERCO # 1012

10' ±
59.04
16.78

SALLYE N. WOODLARK
DB 1748 PG. 38

021

PROP. TEMP. CONST. ESMT.

100.0' (100.0')

100.0' (100.0')

100.0' (100.0')

TRAILWAY
AGE STRUCTURE

PL 12+05.77

Mk (San)

PC 11+79.3

4-16-50 27.1

D-2201.45

7-26-48

L-32.53

R-211.20

Planning Dept Va Beach 427-4621

Karen Ashley -
Ray Odum -

461-1000 Alex - Pete

R/W 10
Revised 11-86

Exempted from recordation taxes
under Sections 58.1-811(A) (3),
58.1-811(C) (4) and 25-249.

COPY

Route 58 Project 0058-134-101, R/W 201

City of Virginia Beach

From W.C.L. VIRGINIA BEACH

To 0.019 Mi. W. WITCHDUCK ROAD

(This block for Department of Transportation use only.)

This Option, Granted this 13th day of SEPT., 1988
by SALLYE N. KORDULAK, WIDOW

hereinafter referred to as "landowner" even though more than one, to the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as "Commonwealth".

Witnesseth; That for and in consideration of one dollar cash in hand paid to the landowner by the Commonwealth, receipt of which is hereby acknowledged, the landowner does hereby grant the Commonwealth the option to purchase the land hereinafter described, and if such option be exercised as hereinafter provided, the landowner will convey all his rights and interests in such land unto the Commonwealth by deed of general warranty, properly executed, acknowledged, and delivered with usual covenants of title, free of all encumbrances.

The land subject to this option is described as follows:

Being as shown on Sheet 5A of the plans for Route 58, State Highway Project 0058-134-101, R/W 201, and lying on the south (right) side of the proposed construction and survey centerline, and adjacent to the existing south R/W line of present Route 58 from the existing east R/W of Fair Meadows Road opposite approximate Station 21 + 65, to the lands now or formerly belonging to Virginia Electric & power Co. opposite approximate Station 22 + 62, and containing .047 acres, more or less, land; together with the temporary right and easement to use the additional areas shown as being required for the proper construction of cut and/or fill slopes and containing .001 acres, more or less. Said temporary easement will terminate at such time as the construction of the aforesaid project is completed. and being a part of the same land acquired by the landowner from W.T. Mason, Vivian C. Mason, Hugo A. Owens, Helen W. Owens, I.M. Watts, and Anna A. Watts by the right of survivorship as stated in the deed dated August 14, 1962, and recorded in Deed Book 748, Page 238, in the office of the Clerk of the Circuit Court of the City of Virginia Beach.

CONSIDERATION: \$19,815.00 in full for land, utility easement, temporary easement, all improvements thereon, and, any and all damages.

What property can be used for?

Rick Andrews - 2 weeks ago - 20ft of frontage

Map - Resident.

Final checking on other property - O-2

1

As of now - residential - buildable as long as within guidelines - footage etc.
Possibly rezoned O-1

Like to get info in writing

(2-3 max process for rezoning. Proceedure Commission Planning every month 2 fees 250.00 to apply -

The landowner by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect his property have been fully explained to him or his authorized representative.

It is understood and agreed that the risk of loss or damage by fire, wind storm or any other cause to the structure or structures, if any, hereunder optioned and situated in whole or in part upon the hereinabove described land will remain with the landowner until final settlement is made.

There have been no other promises, consideration or representations made which are not set forth in this instrument.

The consideration hereinabove mentioned represents the value of all estates or interests in such land, and the damages to remaining lands of the landowner which may result by reason of the use to which the Commonwealth will put the land to be conveyed. The landowner agrees to accept his legally proportionate share to such total consideration for his interest and rights in the said land.

In the event the landowner is unable to convey marketable title to the Commonwealth as herein provided, and the Commonwealth should elect to institute condemnation proceedings for the purpose of acquiring title to such land, it is agreed by the landowner that this instrument may be introduced in such proceedings as evidence of the value of the land and damages, if any, to the remaining property of the landowner.

The option granted hereby may be exercised by the Commonwealth at any time within one year from the date hereof, or any further extensions as may be agreed upon in writing by the parties. The option shall be exercised by any one of the following methods:

(1) By the mailing of notice to the landowner, such notice to be by certified letter mailed to the last known place of abode of the landowner, and effective as of the time of posting of such letter;

(2) By demanding a deed from the landowner by a duly authorized agent of the Commonwealth Transportation Commissioner, such demand to be made either by the posting of a letter as provided in (1), or by oral demand, the latter method to be effective as of the time of actual receipt by the landowner;

(3) By the entry of the officers, agents, or employees of the Commonwealth Transportation Commissioner upon the lands to be conveyed, for the purpose of commencing construction or improvement of the highway or other project for which the land is to be utilized.

The landowner hereby covenants and agrees for himself, his heirs and assigns and successors, that the consideration herein mentioned shall be in lieu of any and all claims to compensation and damages by reason of the location, construction and maintenance of the highway or other project by the Commonwealth, including such drainage facilities as may be necessary, and that the Commonwealth shall have the right to enter upon and take possession of the land prior to the execution and delivery of the deed which is to be executed in the event this option is exercised.

Witness the following signatures and seals:

Sallye M Kardulak (SEAL)

_____ (SEAL)

_____ (SEAL)

R/W 10
Revised 11-86

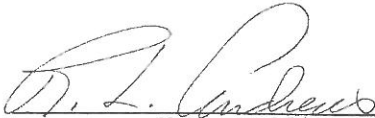
STATE OF VIRGINIA

~~CITY~~
COUNTY OF VA. BEACH, To-wit:

I, R. L. ANDREWS, a Notary Public, in and for the State of Virginia, at large, do certify that SALLYE N. KOROLAK and _____, whose names are signed to the foregoing and annexed writing, bearing date on the 13th day of SEPT., 1988, have acknowledged the same before me in the County aforeaid.

My Commission expires 9-14-91.

Given under my hand this 13th day of SEPT., 1988.



Notary Public

105.77

120.0 (120.02) EXIST. R/W
(526°59'15"W) S25°27'43"W
C&P # 4977A
Tele. Ped. # 189

FAIR MEADOWS ROAD 6" W

S25°27'43"W

10x 8.73
10x 9.06
MH (San) R/W = 10.52

Plugged

(526°59'15"W) S25°27'43"W

PC 11+79.37

M.H. (Sen.)

Exist. R/W +64.49 100.0

PROP TEMP
CONST. ESMT

25' 25' 30'
20' 190' 150'

66' 75' 175'
65.5'

SALLYE N KORDULAK
DB 748 PG 238

C&P # 180

66' 75' 161'

PROP R/W

(92.85) (97.04) 96.99'

15" San.

12" G

S25°26'02" N
(526°58'30"W) (100.0')
(332°43'15"W)

181.89'
VEP Co. # 1012

18°
59.40'
161.48'

PROP 9' WIDTH STD. CURB
ESMT. REQD FOR VA. HIGHWAY

Conn. Fair Meadows Road

A = 1615.02 LI
D = 2701.43
L = 26.48
R = 52.53
R = 211.20'

021

MB 34 VEP Co.

022

C&P # 181



COMMONWEALTH of VIRGINIA

Office of the Attorney General

Mary Sue Terry
Attorney General

H. Lane Kneedler
Chief Deputy Attorney General

R. Claire Guthrie
Deputy Attorney General
Human & Natural Resources Division

Gail Starling Marshall
Deputy Attorney General
Judicial Affairs Division

Walter A. McFarlane
Deputy Attorney General
Finance & Transportation Division

Stephen D. Rosenthal
Deputy Attorney General
Criminal Law Enforcement Division

Deborah Love-Bryant
Executive Assistant

November 17, 1988

Ms. Sallye N. Kordulak
433 W. Chickasaw Road
Virginia Beach, VA 23462

RE: Rt. 58, Va. Beach Blvd.

Dear Ms. Kordulak:

Enclosed is a deed conveying a portion of your property to the Commonwealth for highway construction along Route 58. Please review the instrument, and in the presence of a notary public, please sign your name exactly as it is typed in the beginning of the deed. You should sign on page 2, on the line(s) near the bottom. The notary public should notarize your signature exactly as you sign it.

Please return the executed deed to me in the enclosed envelope at which time I will send your check for \$19,815.00. If you have any questions, please contact me at the address or phone number below.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads 'Julia D. Tye'.

Julia D. Tye
Assistant Attorney General

P. O. Box 1070
Suffolk, VA 23434-1070
(804) 925-2536

5:16/ldf
enclosures

Exempted from recordation taxes
under Sections 58.1-811(A) (3),
58.1-811(C) (4) and 25-249.

R/W-16
Revised 2-86

This Deed, Made this _____ day of _____, 19____,
by and between Sallye N. KORDULAK, widow

hereinafter designated as Grantor (even though more than one), and the COMMONWEALTH
OF VIRGINIA, Grantee:

Witnesseth; In consideration of the sum of \$ 19,815.00 paid by the grantee
to the grantor, receipt of which is hereby acknowledged, the said grantor hereby
grants and conveys unto said grantee in fee simple, with general warranty, the
land located ~~XX~~
the City of Virginia Beach ~~XXXXXXXXXX~~ and described as follows:

Being as shown on sheet 5A of the plans for Route 58, State Highway Project 0058-134-101,
RW201, and lying on the south (right) side of the proposed construction and survey centerline,
and adjacent to the existing south right of way line of present Route 58 from the existing
east right of way line of Fair Meadows Road opposite approximate Station 21+65 to the lands
now or formerly belonging to Virginia Electric and Power Company opposite approximate Station
22+62 and containing .047 acres, more or less, land; together with the temporary right and
easement to use the additional areas shown as being required for the proper construction of
cut and/or fill slopes and containing .001 acres, more or less. Said temporary easement will
terminate at such time as the construction of the aforesaid project is completed, and being
a part of the same land acquired by the grantor from W. T. Mason, Vivian C. Mason, Hugo A.
Owens, Helen W. Owens, I. M. Watts and Anna A. Watts by the right of survivorship as stated
in the deed dated August 14, 1962, and recorded in Deed Book 748, Page 238, in the office of
the Clerk of the Circuit Court of the City of Virginia Beach.

For a more particular description of the land herein conveyed, reference is made to photo
copy of said sheet 5A showing outlined in RED the land conveyed in fee simple, and
outlined in ORANGE the land conveyed for a temporary easement, which photo copy is hereto attached as

The grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect his property have been fully explained to him or his authorized representative.

The said grantor covenants that he is seized of the land in fee simple herein conveyed; that he has the right to convey the said land to the grantee; that he has done no act to encumber the said land; that the grantee shall have quiet possession of the land, free from all encumbrances, and that he will execute such further assurances of the said land as may be requisite.

The said grantor covenants and agrees for himself, his heirs, successors and assigns, that the consideration hereinabove mentioned and paid to him shall be in lieu of any and all claims to compensation for land, and for damages, if any, to the remaining lands of the grantor which may result by reason of the use to which the grantee will put the land to be conveyed, including such drainage facilities as may be necessary.

WITNESS the following signatures and seals:

X Sally N. Kordulak [SEAL]

_____ [SEAL]

_____ [SEAL]

STATE OF VIRGINIA,

County of Wabash, To-wit:

I, Debbie Levasseur, a Notary Public in and for the State of Virginia, at large, do certify that Sallye W. Kordulak and _____, whose names are signed to the foregoing writing, bearing date on the 6 day of Dec, 1988, have each acknowledged the same before me in the County aforesaid.

My term of office expires 3-24-91.

Given under my hand this 6 day of Dec, 1988.

Debbie Levasseur
Notary Public

STATE OF VIRGINIA,

County of _____, To-wit:

I, _____, a Notary Public in and for the State of Virginia, at large, do certify that _____ and _____, whose names are signed to the foregoing writing, bearing date on the _____ day of _____, 19____, have each acknowledged the same before me in the County aforesaid.

My term of office expires _____.

Given under my hand this _____ day of _____, 19____.



COMMONWEALTH of VIRGINIA

Office of the Attorney General

Mary Sue Terry
Attorney General
H. Lane Kneedler
Chief Deputy Attorney General

R. Claire Guthrie
Deputy Attorney General
Human & Natural Resources Division

Gail Starling Marshall
Deputy Attorney General
Judicial Affairs Division

Walter A. McFarlane
Deputy Attorney General
Finance & Transportation Division

Stephen D. Rosenthal
Deputy Attorney General
Criminal Law Enforcement Division

Deborah Love-Bryant
Executive Assistant

November 17, 1988

Ms. Sallye N. Kordulak
433 W. Chickasaw Road
Virginia Beach, VA 23462

RE: Rt. 58, Va. Beach Blvd.

Dear Ms. Kordulak:

Enclosed is a deed conveying a portion of your property to the Commonwealth for highway construction along Route 58. Please review the instrument, and in the presence of a notary public, please sign your name exactly as it is typed in the beginning of the deed. You should sign on page 2, on the line(s) near the bottom. The notary public should notarize your signature exactly as you sign it.

Please return the executed deed to me in the enclosed envelope at which time I will send your check for \$19,815.00. If you have any questions, please contact me at the address or phone number below.

Thank you for your cooperation.

Sincerely,

Julia D. Tye
Assistant Attorney General

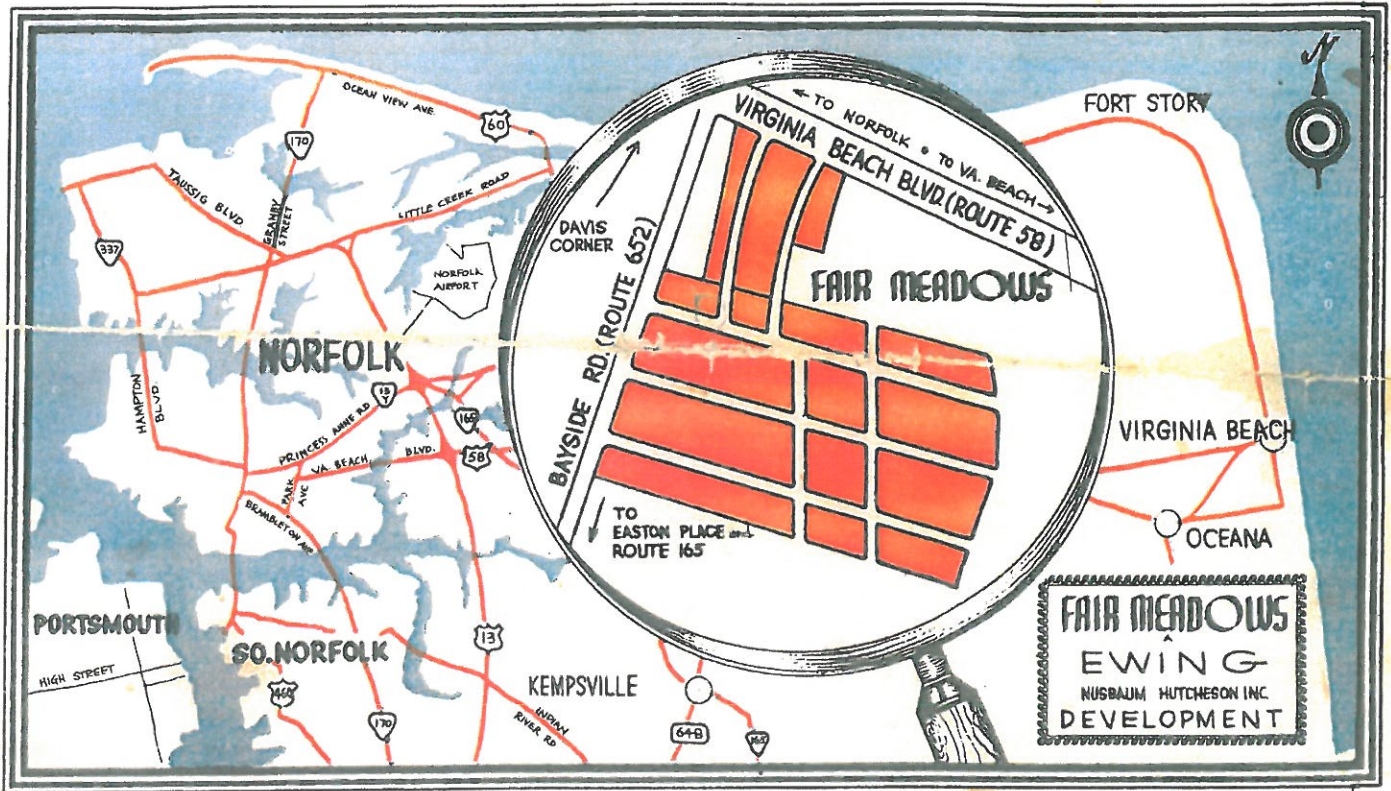
P. O. Box 1070
(804) 925-2536

PO Box 1070

*Suffolk VA
23434-1070*

5:16/ldf
enclosures

FAIR MEADOWS



ON VIRGINIA BEACH BLVD. 3½ MILES FROM NORFOLK

CHOICE RESIDENTIAL SITES
PROTECTIVE RESTRICTIONS

EWING
NUSBAUM HUTCHESON INC.

R E A L T O R S

433 BOUSH STREET

PHONE: 55367

A. M. Ewing, President

Eleanor M. Hoover, Secretary

Arthur J. Williams, Manager, Insurance Dept. *MA 21726*

Everett A. Martin, Assistant to the President

SALESMEN

W. V. Moran	Phone 40903	Mrs. Barbara Hildebrand	Phone 87195
J. Isrow	Phone 55924	Mrs. Dot Reilly	Phone 25558
Mrs. Mary Malvin	Phone 50982	Mrs. Gladys Warwick	Phone 50102
Mrs. Charles Day	Phone 37727	Mrs. Elsa Newton	Phone 62-1041

*1-61-66
1-4-4-4*

Handwritten notes and signatures in the bottom right corner.

Abraham Lincoln said:
Property is the fruit of labor,
property is desirable, it is a positive
good in the world.

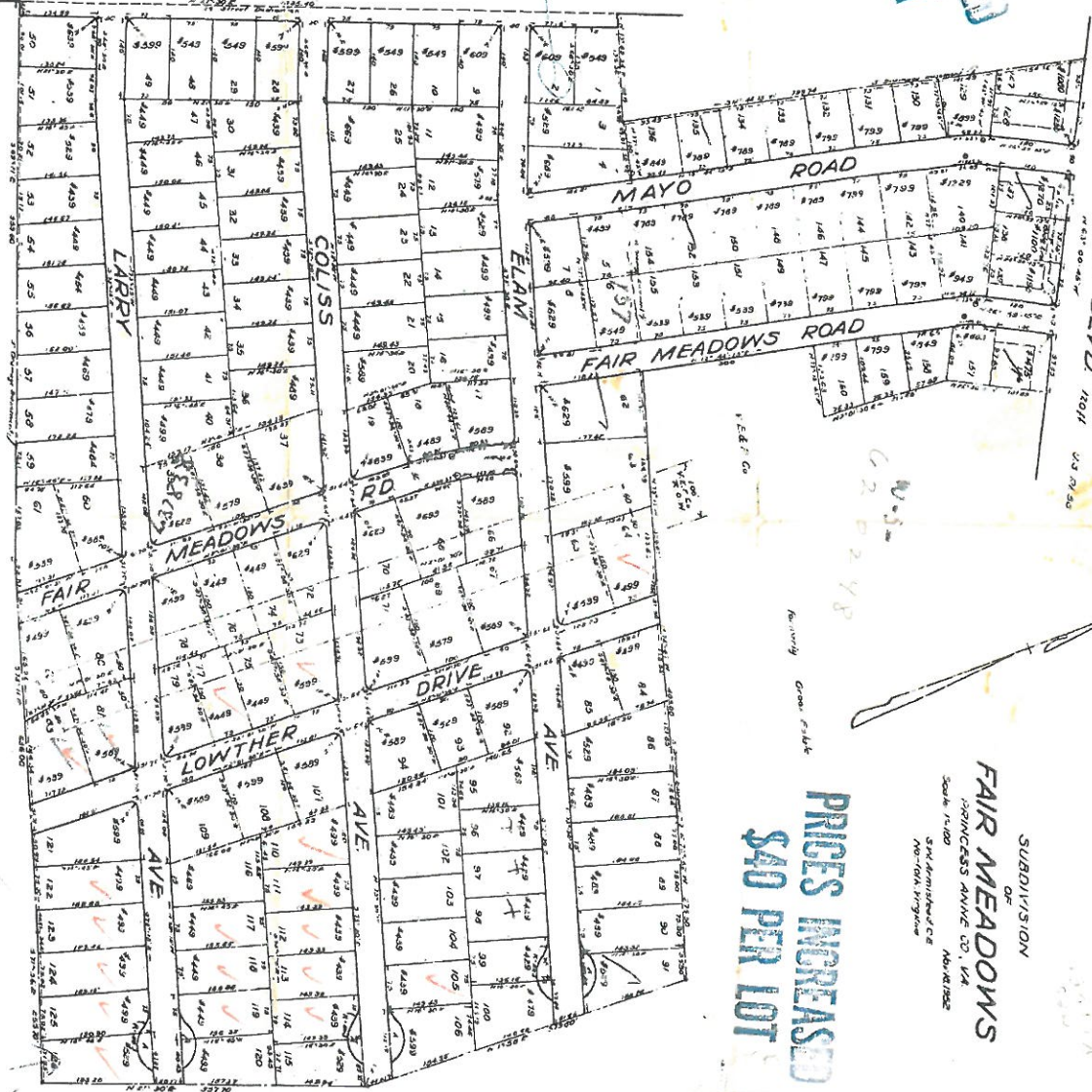
**PRICES INCREASED
\$40 PER LOT**

Andrew Carnegie said:
The wise young man or woman acquires
of today invests his money in Real
estate, suburban Real estate.

John Jacob Astor said:
Buy land near a growing city.

Grover Cleveland said:
An investment on earth is so safe,
No investment on earth is so safe,
so sure, so certain to enrich its
owner as undeveloped Realty.

NEWTOWN ROAD 30 ft. STATE ROUTE 652



1/4 BEACH BLVD 120 ft

SUBDIVISION
OF
FAIR MEADOWS
PRINCESS ANNE CO., VA.
500 W. BROAD ST. NEWPORT NEWS, VA.

**PRICES INCREASED
\$40 PER LOT**

Ewing-Nubaum-Hinchason, Inc.
So you
This is your OPPORTUNITY.
Don't wait too late.

Remember
Cape Story by the Sea.
220 lots SOLD ENTIRELY in one
week.

PICK YOUR SITE TO-DAY
As little as \$49.00 down
As little as \$25.00 Monthly.

**PRICES INCREASED
\$40 PER LOT**
LARGE, Beautiful Sites
Your Choice
Nicely cleared, rich soil
or Beautifully Wooded.

7-0 STATE ROUTE 652
1-5 STATE ROUTE 652
1-15 STATE ROUTE 652
1-20 STATE ROUTE 652
1-25 STATE ROUTE 652
1-30 STATE ROUTE 652
1-35 STATE ROUTE 652
1-40 STATE ROUTE 652
1-45 STATE ROUTE 652
1-50 STATE ROUTE 652
1-55 STATE ROUTE 652
1-60 STATE ROUTE 652
1-65 STATE ROUTE 652
1-70 STATE ROUTE 652
1-75 STATE ROUTE 652
1-80 STATE ROUTE 652
1-85 STATE ROUTE 652
1-90 STATE ROUTE 652
1-95 STATE ROUTE 652
1-100 STATE ROUTE 652
1-105 STATE ROUTE 652
1-110 STATE ROUTE 652
1-115 STATE ROUTE 652
1-120 STATE ROUTE 652

FAIR MEADOWS



433-35 Boush Street
Norfolk, Virginia, Agents

THIS CONTRACT, made in duplicate originals this _____ day of _____ 19____, by and between Fair Meadow Company, hereinafter called Seller and _____ Buyer.

WITNESSETH: That for and in consideration of the price hereinafter mentioned, and the covenants and agreements hereinafter contained, the Seller hereby agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, subject to terms, conditions and provisions hereinafter contained, the following described real estate.

All that certain lot, piece or parcel of land, situated in the County of Princess Anne, Virginia, Kempsville Magisterial District, known and numbered as Site or Sites _____ as shown on the plat of Fair Meadows, Princess Anne County, Virginia.

The purchase price of said property is the sum of _____ Dollars (\$ _____).

- (a) Cash paid, receipt of which is hereby acknowledged \$ _____
 - (b) Additional to be paid at the office of Ewing-Nusbaum Hutcheson, Inc., Agents on \$ _____
 - (c) Balance of purchase price to be paid as hereinafter set forth. \$ _____
- TOTAL ----- \$ _____

Buyer shall pay to Seller, at the office of Ewing-Nusbaum-Hutcheson, Inc., 433-35 Boush Street, _____ monthly payments in the amount of _____ Dollars each, plus 6% interest per annum and 50c per month collection fee. The _____ payment to be for such sum necessary to pay any and all balances due and unpaid.

When the balance of the said purchase price has been fully paid, and the Buyer is in no manner in default under the terms and provisions of this agreement the Seller agrees to execute and deliver to the Buyer, and the Buyer agrees to accept, a good and sufficient general warranty deed.

Time is the essence of this agreement and each and all terms, conditions and provisions hereof, and if Buyer shall fail to pay any monthly installments and such default shall continue for a period of thirty (30) days, or shall otherwise fail to keep and perform any of the terms or provisions of this contract, or if Buyer shall be declared a bankrupt or insolvent, or shall make an assignment for the benefit of any creditor, or his property shall be placed under the control or in the custody of any court, then in either or any of said events, this contract, at the option of the Seller, shall be terminated immediately, and be of no further effect, without notice or further act being done by the Seller, and thereupon all payments made by the Buyer on account of this contract, shall, at the option of the Seller, be retained by Seller as liquidated damages, and Seller shall have the right to re-enter and take possession of said land as of its former state with or without force, without being liable for any action therefor.

Seller agrees to install a six inch water main from the connection with the existing water main on Virginia Beach Boulevard, for the use of the following sites: Nos. 129-130-131-132-133-134-135-136-140-142-144-146-148-150-152-154 on Mayo Road, and 141-143-145-147-149-157-158-159-160 on Fair Meadows Road; this work will be done for the Seller by June 30th, 1953, and if installation has not been begun by this time, through the fault of the Seller, any and all of the bona fide purchasers of the above mentioned sites will be paid \$150.00 per site, and buyer agrees to accept the \$150.00.

This contract is made subject to the restrictions, reservations, conditions and easements of record regarding said property.

The principals to this contract mutually agree that it shall be binding upon the successors and assigns of the Seller and upon the heirs, personal representatives and assigns of the Buyer.

FAIR MEADOW COMPANY

Witness the following Signatures and Seals:

By: Ewing - Nusbaum - Hutcheson, Inc., Agents

By: _____
President or Secretary-Treasurer

Husband (Seal)

Wife (Seal)

Witnessed and submitted by



Right Of Way Agreement - Individual Overhead - Overhang Easement

COR 16-10-04

WHEREAS, Virginia Electric and Power Company has constructed or proposes to construct an electric power line, consisting of poles, crossarms, wires and appurtenances, within the boundaries of

VA. BEACH BLVD.

in VA. BEACH, Virginia; and,

WHEREAS, the undersigned, SALLYE N. KOROLAK, WIDOW

owns land adjacent to the STREET on which said electric power line has been constructed or will be constructed, as shown on Plat No. 21-88-0140 hereto attached and made a part hereof, the location of said electric power line being shown in broken lines on said plat.

NOW THEREFORE, That for the sum of One Dollar (\$1.00), and other valuable considerations, the receipt whereof is hereby acknowledged, the undersigned hereby grant(s) unto Virginia Electric and Power Company, its successors and assigns, the right to overhang the property of the undersigned with said crossarms, wires and appurtenances, together with the right to install and maintain guys on said property, and the further right to trim, cut and keep clear all trees, limbs and undergrowth and other obstructions on the property of the undersigned along said line or adjacent thereto that may in any way endanger or interfere with the proper and efficient operation of said electric power line.

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 rights of ingress and egress; provided Owner gives written notice thereof to Company within thirty days after such damage occurs.

WITNESS the following signature and seal this 13th day of SEPT, 19 88

Sallye N Korolak (SEAL)

(SEAL)

STATE OF VIRGINIA

CITY OF VA. BEACH

To-wit:

City aforesaid, County aforesaid,

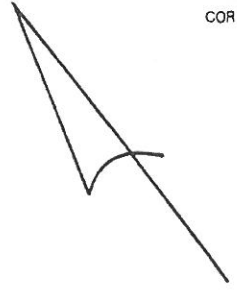
I, R. L. ANDREWS, a Notary Public in and for the State of Virginia at Large, whose commission expires on the 14th day of SEPT, 19 91, do hereby certify that

SALLYE N. KOROLAK

whose name S signed to the foregoing writing dated the 13th day of SEPT, 19 88, acknowledged the same before me in the CITY aforesaid this 13th day of SEPT, 19 88.

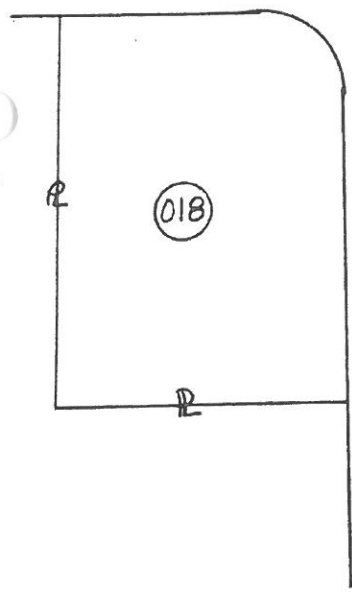
R. L. Andrews

Notary Public.

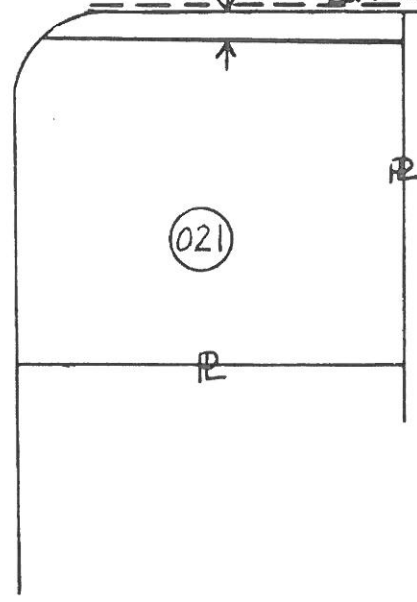


VIRGINIA BEACH BOULEVARD

9 VEPCO OVERHANG
EASEMENT



FAIR MEADOWS ROAD



SMK

VEPCO

Legend
 ——— LOCATION OF ELECTRIC POWER LINE.



Plat To Accompany
 Right-Of-Way Agreement
 Virginia Electric and Power Company
OVERHEAD

PROJ. # 0058-134-101-R/W 201

District NORFOLK		
District-Township-Borough CITY OF	County-City VA. BEACH	State VA.
Office NORFOLK	Plat Number 21-88-0140	
Estimate Number 21-06633800	Grid Number N0716	
Date	By <i>Paulette M. Frantz</i>	

Moreland Altobelli Associates, Inc.

ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE • LAND ACQUISITION

2697 Dean Drive, Suite 203
Virginia Beach, Virginia 23452 804 • 340-9168

Tom Moreland, PE
Dan Altobelli
Virgil Williams
Jim Williams

8-2-88

Route 58
Project 0058-134-101, R/W 201
City of Virginia Beach

RIGHT OF WAY - Property of Sallye N. Kordulak
Parcel 021

Ms. Sallye N. Kordulak
433 W. Chickasaw Road
Virginia Beach, Virginia 23462

Dear Ms. Kordulak:

Moreland Altobelli Associates, Inc., acting under contract authority from the Virginia Department of Transportation, is in the process of acquiring the right of way needed for the construction of the above noted project. In preparation, Moreland Altobelli Associates has had your property studied and appraised for the purpose of determining the fair market value of the lands needed from you for construction of this project. Additionally, the study and appraisal are thoroughly reviewed by expert Review Appraisers employed by the Virginia Department of Transportation, in order to assure, among other things, that the appraisal reflects the just compensation due the landowner. Accordingly, the following represents a summary of the Department's offer to you and the basis therefore:

Land and Improvements	\$19,815.00
Damages to Remaining Land & Improvements	\$ 000.00
TOTAL OFFER	\$19,815.00

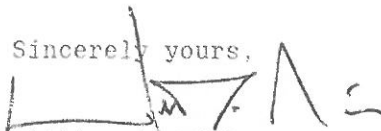
For your reference and execution, attached is the Department's offer by option which sets forth the above consideration, the conditions of the conveyance and describes the area needed together with a print of plan sheet number 5A of the plans for this project. We have outlined in RED the area required in fee, in ORANGE the area for temporary construction, in GREEN permanent easement areas needed and in YELLOW the area needed for relocation of utilities. Buildings in the needed area, if any, have been identified by the "D" numbers.

Should you agree to the offer, upon the execution of this option, we will have a deed prepared for your execution and order payment covering the consideration set forth above. We appreciate your cooperation and are confident that by this conveyance Virginia's transportation system will be a better one.

I also want to make you aware that you may be entitled to a reimbursement or an abatement, depending on the circumstances of your real estate taxes; however, you should contact your local Treasurer for further details.

If you should need any additional information regarding this offer, please contact your negotiator, Mr. Rick Andrews, or the undersigned, at (804) 340-9168. In any event, this office will contact you within the next two (2) weeks to determine if additional information is needed.

Sincerely yours,



William C. Miller
Project Manager

WCM/m
Attachments

Phase I

NE zoning

environmental

the intent

atly fees

grand torte tax



VIRGINIA POWER

\$ 97,000.000 ✓
Assessed

Right Of Way Agreement - Individual Overhead Easement

COP 16-10-04

THIS AGREEMENT, Made this _____ day of _____, 19_____, between

of the City of Virginia Beach, 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 nine (9) feet in width to construct, operate and maintain a pole line for transmitting and distributing electric power, including all wires, poles, attachments, ground connections, equipment 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 the City of

Virginia Beach Virginia, as shown on Plat No. 21-88-0140, 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.



Right Of Way Agreement - Individual Overhead Easement

COR 16-10-04

Owner covenants that he is seised 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 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(s) and seal(s):

(Seal)

(Seal)

STATE OF VIRGINIA

To-wit:

..... OF

City aforesaid,
County aforesaid,

I,, a Notary Public in and for the State of Virginia at Large.

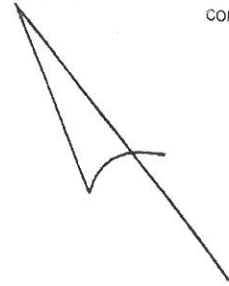
whose commission expires on the day of, 19, do hereby certify that

.....
.....
.....

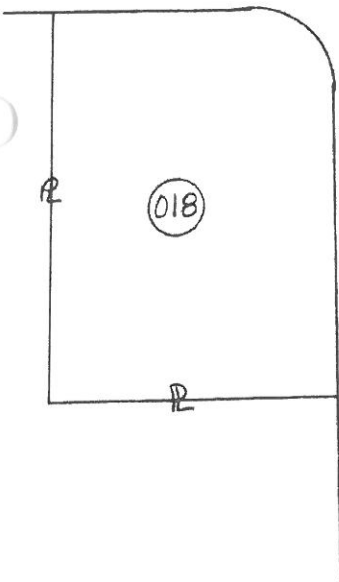
whose name signed to the foregoing writing dated the day of, 19

acknowledged the same before me in the aforesaid this day of, 19

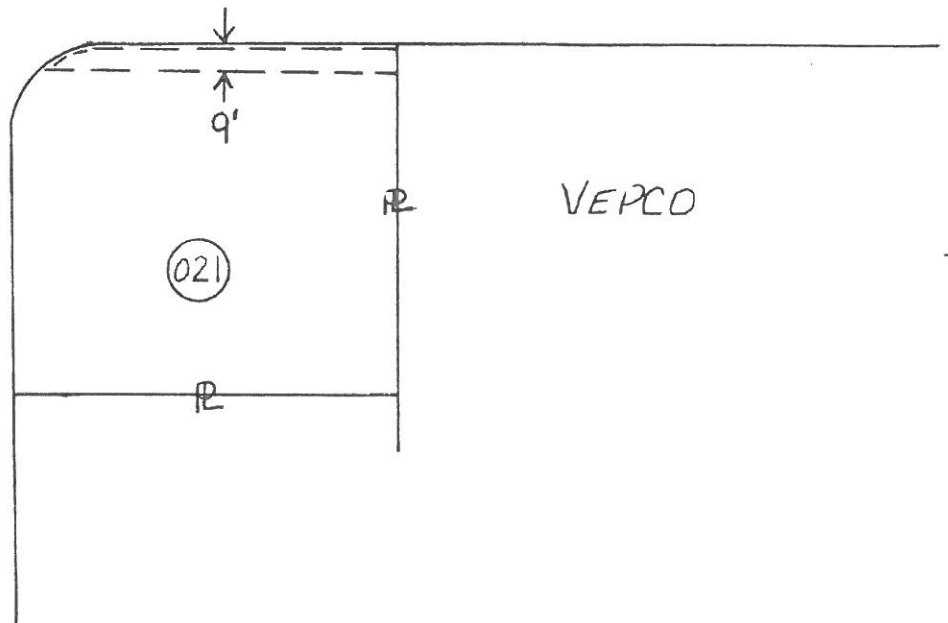
.....
Notary Public.



VIRGINIA BEACH BOULEVARD



FAIR MEADOWS ROAD



Legend

----- Location Of Boundary Lines Of Right-Of-Way
 9' IN WIDTH.

PROJ. # 0058-134-101-R/W 201



VIRGINIA POWER

Plat To Accompany Right-Of-Way Agreement

Virginia Electric and Power Company
OVERHEAD

District NORFOLK		
District-Township-Borough CITY OF	County-City VA. BEACH	State VA.
Office NORFOLK	Plat Number 21-88-0140	
Estimate Number 21-06633800	Grid Number N0716	
Date	By <i>Paulette M. Frantz</i>	

20 PROP 9' WIDTH TRIMMING & OVERHANG ESM'T RECD FOR VA. POWER

PT. 21139.98 CONST & MEI
RI 9199.53 CONN.
FAIR MEADOWS RD.
A: 90°00'43" RT.

PT. 21139.49 SUR E
RI 10100.00 CONN FAIR MEADOWS ROAD
A: 90°00'15" RT

N25°28'22"E
(N33°02'00"E)

*PROP TEMP. CONST. ESM'T.

*PROP PERMANENT DRAINAGE EASEMENT

N25°28'22"E
(N33°02'00"E)

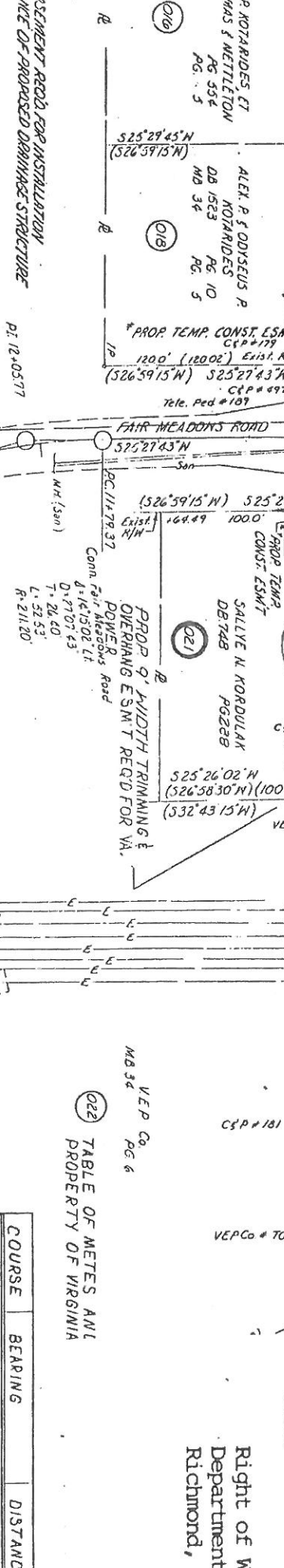
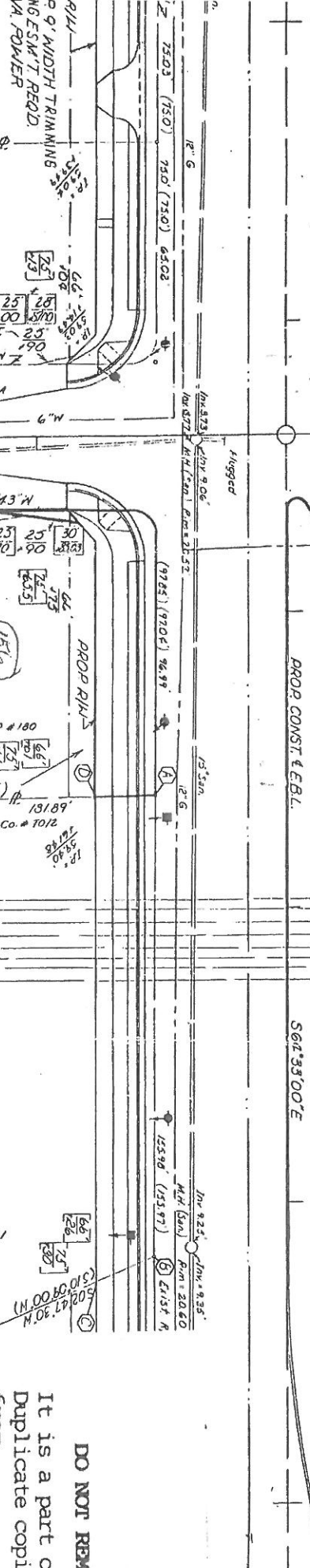
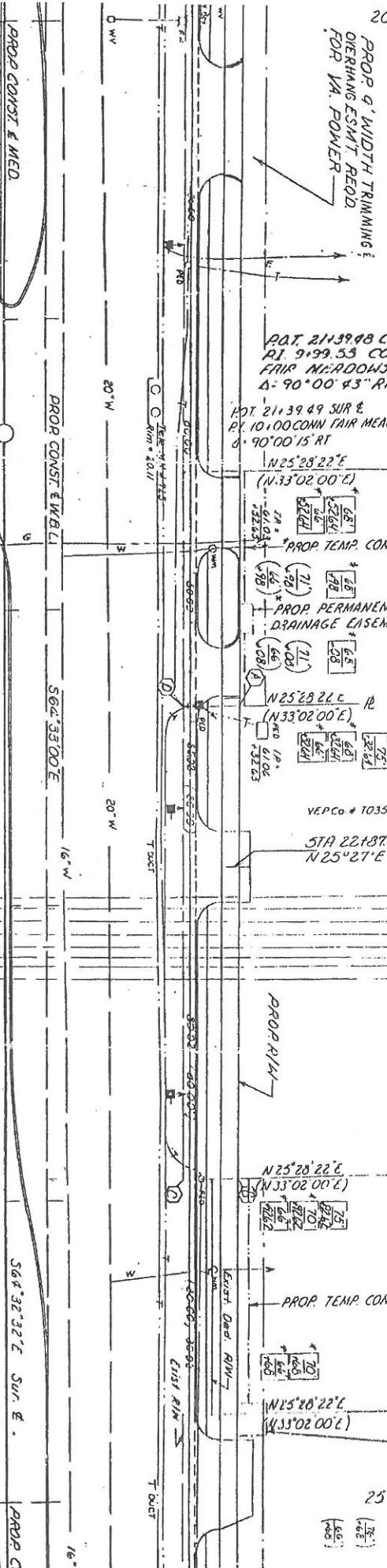
STA 22187.5
N25°27'E

PROPR R/W

PROPR TEMP. CONST. ESM'T

N25°28'22"E
(N33°02'00"E)

VEPCo # T024



VE DASH LINES AND FIGURES
PERMANENT DRAINAGE
TO BE ACQUIRED

REFINEMENT REQD. FOR INSTALLATION
W/VE OF PROPOSED DRAINAGE STRUCTURE
PI. 12+05.77

PT. 12+31.90
M/M (1500)

VEPCo # 12778

Transmission Tower

MB 34
VEPCo
PG 6

022 TABLE OF METES AND PROPERTY OF VIRGINIA

COURSE	BEARING	DISTANCE
A-B	S64°22'34"E	156.01'
B-C	S02°47'30"W	21.29'
C-D	N64°33'W	164.21'
D-A	N25°21'02"E	20.12'

AREA OF TAKE C 3 ACRES

DO NOT RECD
It is a part of
Duplicate copie
from
Right of We
Department
Richmond, V