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KARMA B. BROWN  
DIRECT DIAL: 202-778-2030  
EMAIL: kbbrown@hunton.com

FILE NO: 69477.000002

August 10, 2010

Pamela Lazos, Mail Code 3RC20  
Senior Assistant Regional Counsel  
U.S. Environmental Protection Agency,  
Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

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1650 Arch Street  
Philadelphia, PA 19103-2029

Cynthia J. Morris, Trial Attorney  
Kenneth C. Amaditz, Trial Attorney  
Environmental Defense Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 23986  
Washington, D.C. 20026-3986

Re: *United States v. Sea Bay Development Corp.*, Civ. Action No. 2:06-cv-624 (E.D. Va.)

Ladies and Gentlemen:

Pursuant to the provisions of the Consent Decree entered by the United States District Court for the Eastern District of Virginia Norfolk Division to settle the above captioned matter, Defendants Sea Bay Development Corp., Beechtree Park, Inc., and Green Sea Farms LLC provide notice of completion of Paragraph 30, recordation of deed restrictions for the Remedy Area, of the Consent Decree. On July 20, 2010, the deed restrictions were recorded with the Chesapeake Circuit Court in the City of Chesapeake, Virginia. A copy is attached hereto. The attached letter from Christina Boshier provides the requisite certification.

Sincerely,

Karma B. Brown

Enclosures



August 10, 2010

Page 2

cc: Ms. Christina Bosher  
Sea Bay Development Corp.  
Beechtree Park, Inc.  
Green Sea Farms, LLC  
P.O. Box 655  
Virginia Beach, VA 23451

August 3, 2010

Karma Brown  
Hunton & Williams LLP  
1900 K Street, N.W.  
Washington, DC 20006-1109

**Re: Certification of Completion of Recordation of Deed  
Restrictions on Remedy Area**

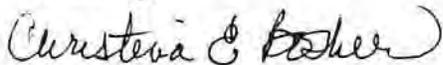
Dear Karma,

In accordance with the terms of the Consent Decree entered into between the United States and Sea Bay Development Corp., Beechtree Park, Inc., and Green Sea Farms LLC, this letter serves as written certification, pursuant to Paragraph 33, that Paragraph 30, recordation of deed restrictions for the Remedy Area, has been completed.

**Certification Pursuant to Paragraph 35 of the Consent Decree**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering such information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Sincerely,



Christina E. Boshier  
Vice President  
Beechtree Park, Inc.

President/Secretary  
Sea Bay Development Corp.  
Green Sea Farms, LLC

Instrument Control Number

BK 8164 PG 122

18776

Commonwealth of Virginia  
Land Record Instruments  
Cover Sheet - Form A

[ILS Cover Sheet Agent Online 1.1.6]

T  
A  
X  
R  
P  
E  
X  
E  
M  
P  
T  
C Date of Instrument [ 07/19/2010 ]  
O Instrument Type [ DEC ]  
R  
P Number of Parcels [ 1 ]  
Number of Pages [ 13 ]  
City  County  [ Chesapeake ]

(Box for Deed Stamp Only)

First and Second Grantors

| Last Name  | First Name | Middle Name | Suffix |
|--|------------|-------------|--------|
| <input type="checkbox"/> [ Green Sea Farms, LLC ]          | [ ]        | [ ]         | [ ]    |
| <input checked="" type="checkbox"/> [ Beechtree Park, Inc. | [ ]        | [ ]         | [ ]    |

First and Second Grantees

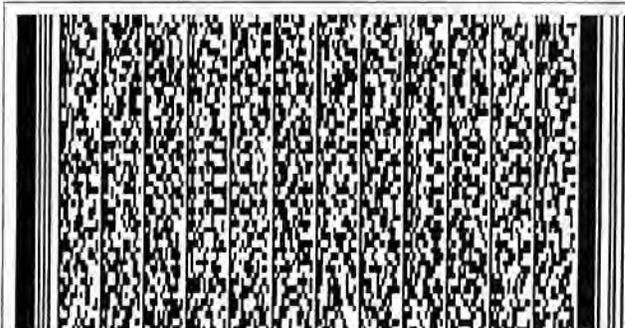
| Last Name  | First Name | Middle Name | Suffix |
|--|------------|-------------|--------|
| <input type="checkbox"/> [ Green Sea Farms, LLC ]          | [ ]        | [ ]         | [ ]    |
| <input checked="" type="checkbox"/> [ Beechtree Park, Inc. | [ ]        | [ ]         | [ ]    |

Grantee Address (Name) [ Green Sea Farms, LLC  
(Address 1) [ ]  
(Address 2) [ ]  
(City, State, Zip) [ ]  
Consideration [ 0.00 ] Existing Debt [ 0.00 ] Assumption Balance [ 0.00 ]

Prior Instr. Recorded at City  County  [ Chesapeake ] Percent in this Juris.(%) [ 100 ]  
Book [ ] Page [ ] Instr. No [ ]  
Parcel Identification No (PIN) [ ]  
Tax Map Num. (if different than PIN) [ 072000000010 (in part) ]  
Short Property Description [ Remedy Areas "A", "B", "C" and "D" ]  
Current Property Addr.(Address 1) [ ]  
(Address 2) [ ]  
(City, State, Zip) [ City of Chesapeake ] [ VA ] [ ]

Instrument Prepared by [ Hunton & Williams LLP  
Recording Paid for by [ Hunton & Williams LLP  
Return Recording to (Name) [ Hunton & Williams LLP  
(Address 1) [ 951 East Byrd Street  
(Address 2) [ ]  
(City, State, Zip) [ Richmond ] [ VA ] [ 23219 ]  
Customer Case ID [ ] [ CS-340642 ]

RECEIVED  
FOR RECORDING ONLY  
2010 JUL 20 AM 10:57  
JESSICA RAE CIRCUIT COURT  
FAVE W. MITCHELL, CLERK



Document prepared by  
and after recording return to:  
Hunton & Williams LLP  
951 East Byrd Street  
Richmond, VA 23219  
Attn: Karma Brown

Tax Parcel Number: 0720000000010 (in part)

**DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration"), is made this 25 day of ~~July~~ July, 2010, by GREEN SEA FARMS, LLC, a Virginia limited liability company and BEECHTREE PARK, INC., a Virginia corporation (collectively, the "Owner" and grantor for indexing purposes), and recites and provides:

**RECITALS:**

WHEREAS, the parties comprising the Owner are collectively the owners of certain real property located in the City of Chesapeake, Virginia (the "Property") as more particularly described on the plat (the "Plat") attached to that certain Declaration of Restrictions dated July 24, 2008 and recorded July 29, 2008 in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia (the "Land Records") in Deed Book 7564, at page 143 (the "PDA Restrictions");

WHEREAS, the Property is subject to a judicial Consent Decree entered in the United States District Court for the Eastern District of Virginia, Norfolk Division on January 16, 2008, (the "Consent Decree") attached as Exhibit A to the PDA Restrictions;

WHEREAS, the Consent Decree divides the Property into two separate areas, the Potential Development Area ("PDA") and the Remedy Area ("RA"), as specifically described on Exhibits B and C, respectively, attached to the PDA Restrictions;

WHEREAS, Owner desires to impose on the RA certain restrictive covenants expressing Owner's intent to preserve the RA, consisting of 828.782 acres of land and being more particularly described on Exhibit A attached hereto and incorporated into this Declaration by this reference, in perpetuity in its natural state as detailed below; and

WHEREAS, it is the purpose of this Declaration to ensure that the RA will be preserved in perpetuity in its natural condition; to protect native plants, animals, or plant communities on the RA, and to prevent any use of the RA that will impair or interfere with the conservation of the RA.

**AGREEMENT:**

NOW, THEREFORE, THIS DECLARATION WITH **RECEIVED FOR RECORDING ONLY** Owner does hereby declare, covenant and agree, for itself and its successors and assigns, that the RA shall be hereafter held, leased, transferred, and sold subject to the following conditions and restrictions (the "Restrictive Covenants") which shall run with title to the RA and be binding on all parties and persons claiming under them.

**2010 JUL 23 PM 2:28**  
CHESAPEAKE CIRCUIT COURT  
FAYE W. MITCHELL, CLERK

1. Restrictive Covenants. Any activity on or use of the RA inconsistent with the purpose of maintaining its natural state as set forth above is prohibited, except to the extent such rights are expressly reserved to the Owner, its successors or assigns, as set forth in paragraph 2 below. The following activities are expressly prohibited:

- a. no new construction of buildings, structures, fixtures, or improvements (temporary or otherwise);
- b. no excavation, filling, plowing, cultivation or other earth disturbing activity, including ditching, draining, dewatering, grading, diking, dredging, removal of topsoil, sand, gravel, rock, mineral or other materials, or any other activity that will change the topography or hydrology on the RA except as permitted in paragraph 2 or the Consent Decree;
- c. no motorized vehicles will be permitted in the RA for recreational purposes; and
- d. no removal of or interference with native vegetation, including no cutting, clearing, mowing, timbering, farming, cultivating, plowing, harvesting or other disturbance of the native vegetation, except as permitted in paragraph 2 or the Consent Decree.

2. Rights Reserved. The Restrictive Covenants will be subject and subordinate to the following rights hereby reserved and retained by the Owner, its successors or assigns:

- a. to the extent necessary to prevent flooding of existing or future agricultural activities and development within the PDA and, at the same time, protect the RA: (1) the right of entry and of access to the RA for the purpose of removing obstructions and maintaining adequate drainage and flow through (i) the central collector ditch from Area J to the western property line of Area M, (ii) the ditch connecting Field 3 to the central collector ditch, and (iii) the two ditches outside the southwest corner of Field 3, which together drain to Area F, each as identified in Figure 1 attached to the Consent Decree; and (2) the right to install (and/or grant easements to applicable utility providers to install) utility lines to provide utility service to any future improvements located in the PDA; provided, however, that the utility lines may not be located in the RA unless the Owner or its successors or assigns establish, to EPA as provided in the Consent Decree, that, for technical and engineering reasons, utility lines must be located within the RA and that without such utilities in such location the design of the development of the PDA would not be possible. Cost shall not be a factor in consideration of the preceding sentence;
- b. the right, but not the obligation, to control, manage or destroy exotic non-native species or invasive species of plants and animals that threaten the conservation values of the RA and for the non-commercial de minimis harvest of trees to prevent an imminent hazard to human health or safety;

c. the right to engage in and permit others to engage in recreational uses of the RA, consistent with the prohibitions in paragraph 1, including, without limitation, camping, hunting, fishing, and hiking; the right, but not the obligation, to create and maintain foot trails with surfaces unimproved or improved only with organic materials such as natural mulch, pine or bark, provided that such trails shall not exceed four feet in width and native vegetation will be disturbed only to the extent necessary to create such trails. The trails shall be suitable for foot travel only. Consistent with the provisions of paragraph 1 herein, such trails shall be constructed and maintained so as to minimize impacts on the hydrology or topography of the RA; and

d. the right to post signs, billboards, or other advertising displays for the purpose of advertising the Property for sale or to prohibit unauthorized entry or use.

3. Completeness; Modification. This Declaration constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, understandings or agreements between the parties. The Restrictive Covenants contained herein shall not hereafter be altered in any respect without the express written approval and consent of the Owner, or its successors or assigns, and the U.S. Environmental Protection Agency ("EPA") or the U.S. Department of Justice ("DOJ"). DOJ and EPA shall approve any amendment, modification or alteration to the Restrictive Covenants so long as such amendment, modification or alteration does not impair the conservation values of the RA, in EPA's or DOJ's sole discretion. The Owner, or its successors or assigns, may apply to the EPA or DOJ for vacation or modification of this Declaration; however, after recording, these Restrictive Covenants may only be amended or vacated by a document signed by the EPA or DOJ, and the Owner, or its successors or assigns, and recorded among the Land Records.

4. Compliance, Inspections and Enforcement. The United States and its respective authorized agents shall, upon advance notice to the Owner, have the right to enter and go upon the RA to inspect the RA, and take such actions as may be necessary to verify compliance with these Restrictive Covenants. The Restrictive Covenants shall be enforceable by any proceeding at law or in equity or administrative proceeding by the EPA and their respective authorized agents. Failure by any agency (or owner) to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

5. Severability Provision. The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.

6. Governing Law. This Declaration shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of laws principles.

7. Successors and Assigns. This Declaration shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]  
[SIGNATURES APPEAR ON FOLLOWING PAGES.]

WITNESS the following signature the day and year first above written.

OWNER

GREEN SEA FARMS, LLC, a  
Virginia limited liability company

By: Christina E. Basher  
Name: Christina E. Basher  
Title: President/Secretary

COMMONWEALTH/STATE OF Virginia)  
CITY/COUNTY OF Virginia Beach)<sup>ss.</sup>

The foregoing instrument was acknowledged before me on this 25 day of June, 2010, by Christina E. Basher, the Pres./sec'y of Green Sea Farms, LLC, a Virginia limited liability company, on behalf of said limited liability company.

Clare B. Lipo  
NOTARY PUBLIC

My Commission Expires: 12-31-2011

[SEAL]

My Registration No.: 7076960



BEECHTREE PARK, INC., a  
Virginia corporation

By: Christina E. Basher  
Name: Christina E. Basher  
Title: Vice President

COMMONWEALTH/STATE OF Virginia )  
CITY/COUNTY OF Virginia Beach )ss.

The foregoing instrument was acknowledged before me on this 25 day of  
June, 2010, by Christina E. Basher, the V. Pres of  
Beechtree Park, Inc., a Virginia corporation, on behalf of said corporation.

Clare R. Lipovsik  
NOTARY PUBLIC

My Commission Expires: 12-31-2010

[SEAL]

My Registration No.: 2076960



EXHIBIT ALegal Description of RARemedy Area 'A'

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Chesapeake, Virginia, containing 481.854 acres, as identified as REMEDY AREA 'A' on that certain plat of survey prepared by WPL, 242 Mustang Trail, Ste. 8, Virginia Beach, VA 23452, (757) 431-1041, dated April 8, 2008, last revised April 14, 2008, Project No. 208-0037, Drawing No. S-1.0 and S-1.1, entitled "BOUNDARY SURVEY OF 1,626.87065 ACRES SHOWN ON PLAT SHOWING PROPERTY OWNED BY WEYERHAEUSER COMPANY "JOHNSTOWN ROAD TRACT" (M.B. 72, P. 59, 59A) SAVE & EXCEPT THOSE PROPERTIES LISTED IN D.B. 5520, P. 854, NOT CONVEYED AND PARCEL 2 AS DESCRIBED IN D.B. 6265, P. 457, PLEASANT GROVE BOROUGH - CHESAPEAKE, VIRGINIA", and also as shown on that certain exhibit plan, prepared by WPL, 242 Mustang Trail, Ste. 8, Virginia Beach, VA 23452, (757) 431-1041, dated April 8, 2008, Project No. 208-0037, Drawing No. S-1.0 and S-1.1, entitled "EXHIBIT PLAN OF 1,626.87065 ACRES SHOWN ON PLAT SHOWING PROPERTY OWNED BY WEYERHAEUSER COMPANY "JOHNSTOWN ROAD TRACT" (M.B. 72, P. 59, 59A) SAVE & EXCEPT THOSE PROPERTIES LISTED IN D.B. 5520, P. 854, NOT CONVEYED AND PARCEL 2 AS DESCRIBED IN D.B. 6265, P. 457, PLEASANT GROVE BOROUGH - CHESAPEAKE, VIRGINIA", a copy of which exhibit plan is attached to the Declaration of Restrictions dated July 24, 2008 and recorded July 29, 2008 in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Deed Book 7564, at page 143, and which property is more particularly described as follows:

BEGINNING at a pin set, which pin set is located at the intersection of the western right of way line of Johnstown Road and the southern right of way line of Stonegate Avenue; thence leaving the southern right of way line of Stonegate Avenue and extending in a southwestwardly direction along the western right of way line of Johnstown Road S. 18° 42' 04" W., a distance of 1,380.27 feet to a pin set; thence leaving the western right of way line of Johnstown Road and extending in a northwestwardly direction N. 73° 43' 48" W., a distance of 660.00 feet to a pin set; thence N. 69° 03' 48" W., a distance of 83.82 feet to a pin found; thence N. 56° 23' 48" W., a distance of 448.80 feet to a pin found; thence extending in a southwestwardly direction S. 19° 46' 12" W., a distance of 493.68 feet to a pin found, the TRUE POINT AND PLACE OF BEGINNING; thence leaving the TRUE POINT AND PLACE OF BEGINNING and extending in a southeastwardly direction S. 43° 43' 48" E., a distance of 169.62 feet to a pin set; thence S. 40° 43' 48" E., a distance of 132.00 feet to a pin found; thence S. 53° 58' 48" E., a distance of 250.14 feet to a pin found; thence extending in a southwestwardly direction S. 20° 37' 52" W., a distance of 685.08 feet to a pipe found; thence S. 26° 52' 32" W., a distance of 615.78 feet to a pin found; thence S. 20° 22' 32" W., a distance of 2,442.00 feet to a pin set; thence S. 18° 57' 15" W., a distance of 2,146.03 feet to a pin found; thence extending in a northwestwardly direction N. 73° 39' 57" W., a distance of 1,775.85 feet to a pin set; thence extending in a southwestwardly direction S. 18° 27' 00" W., a distance of 1,855.29 feet to a pin set; thence extending in a northwestwardly direction N. 72° 24' 27" W., a distance of 3,548.21 feet to a point; thence extending in a northeastwardly direction N. 17° 26' 07" E., a distance of 1,614.16

feet to a point; thence extending in a southeastwardly direction S. 72° 24' 27" E., a distance of 800.00 feet to a point; thence extending in a northeastwardly direction N. 16° 28' 48" E., a distance of 2,851.20 feet to a point; thence extending in a southeastwardly direction S. 72° 27' 42" E., a distance of 1,277.45 feet to a point; thence extending in a southwestwardly direction S. 18° 09' 55" W., a distance of 276.85 feet to a point; thence S. 11° 56' 17" W., a distance of 108.61 feet to a point; thence S. 01° 18' 30" W., a distance of 207.09 feet to a point; thence S. 14° 56' 43" W., a distance of 181.04 feet to a point; thence S. 44° 43' 35" W., a distance of 61.02 feet to a point; thence S. 21° 46' 02" W., a distance of 59.47 feet to a point; thence S. 10° 20' 19" W., a distance of 179.91 feet to a point; thence S. 22° 53' 22" W., a distance of 274.92 feet to a point; thence S. 19° 03' 42" W., a distance of 327.37 feet to a point; thence S. 24° 17' 04" W., a distance of 68.20 feet to a point; thence S. 03° 49' 32" W., a distance of 54.90 feet to a point; thence S. 17° 35' 50" W., a distance of 194.13 feet to a point; thence S. 41° 13' 15" W., a distance of 47.90 feet to a point; thence extending in a southeastwardly direction S. 67° 36' 38" E., a distance of 71.01 feet to a point; thence S. 73° 48' 26" E., a distance of 146.88 feet to a point; thence S. 59° 44' 30" E., a distance of 41.15 feet to a point; thence extending in a southwestwardly direction S. 16° 41' 57" W., a distance of 199.86 feet to a point; thence extending in a southeastwardly direction S. 19° 39' 14" E., a distance of 290.70 feet to a point; thence S. 71° 21' 29" E., a distance of 400.00 feet to a point; thence S. 66° 57' 24" E., a distance of 465.72 feet to a point; thence S. 71° 21' 29" E., a distance of 270.00 feet to a point; thence extending in a northeastwardly direction N. 18° 38' 31" E., a distance of 612.53 feet to a point; thence N. 18° 23' 43" E., a distance of 3,983.83 feet to a point; thence N. 18° 05' 15" E., a distance of 1,315.29 feet to a point; thence extending in a southeastwardly direction S. 72° 02' 20" E., a distance of 583.12 feet to a point; thence S. 72° 12' 50" E., a distance of 327.44 feet to a point; thence S. 73° 03' 11" E., a distance of 184.13 feet to a point; thence S. 71° 10' 11" E., a distance of 419.73 feet to a point; thence along a curve to the left, which curve has a radius of 13.00 feet and a length of 23.82 feet to a point; thence extending in a northeastwardly direction N. 03° 50' 57" E., a distance of 60.58 feet to a point; thence extending in a northwestwardly direction N. 09° 03' 09" W., a distance of 84.90 feet to a pin found, the TRUE POINT AND PLACE OF BEGINNING.

#### Remedy Area 'B'

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Chesapeake, Virginia, containing 232.131 acres, as identified as REMEDY AREA 'B' on that certain plat of survey prepared by WPL, 242 Mustang Trail, Ste. 8, Virginia Beach, VA 23452, (757) 431-1041, dated April 8, 2008, last revised April 14, 2008, Project No. 208-0037, Drawing No. S-1.0 and S-1.1, entitled "BOUNDARY SURVEY OF 1,626.87065 ACRES SHOWN ON PLAT SHOWING PROPERTY OWNED BY WEYERHAEUSER COMPANY "JOHNSTOWN ROAD TRACT" (M.B. 72, P. 59, 59A) SAVE & EXCEPT THOSE PROPERTIES LISTED IN D.B. 5520, P. 854, NOT CONVEYED AND PARCEL 2 AS DESCRIBED IN D.B. 6265, P. 457, PLEASANT GROVE BOROUGH ~ CHESAPEAKE, VIRGINIA", and also as shown on that certain exhibit plan, prepared by WPL, 242 Mustang Trail, Ste. 8, Virginia Beach, VA 23452, (757) 431-1041, dated April 8, 2008, Project No. 208-0037, Drawing No. S-1.0 and S-1.1, entitled "EXHIBIT PLAN OF 1,626.87065 ACRES SHOWN ON PLAT SHOWING PROPERTY OWNED BY WEYERHAEUSER COMPANY "JOHNSTOWN ROAD TRACT" (M.B. 72, P. 59, 59A)

SAVE & EXCEPT THOSE PROPERTIES LISTED IN D.B. 5520, P. 854, NOT CONVEYED AND PARCEL 2 AS DESCRIBED IN D.B. 6265, P. 457, PLEASANT GROVE BOROUGH ~ CHESAPEAKE, VIRGINIA", a copy of which exhibit plan is attached to the Declaration of Restrictions dated July 24, 2008 and recorded July 29, 2008 in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Deed Book 7564, at page 143, and which property is more particularly described as follows:

BEGINNING at a pin set, which pin set is located at the intersection of the western right of way line of Johnstown Road and the southern right of way line of Stonegate Avenue; thence leaving the southern right of way line of Stonegate Avenue and extending in a southwestwardly direction along the western right of way line of Johnstown Road S. 18° 42' 04" W., a distance of 1,380.27 feet to a pin set; thence leaving the western right of way line of Johnstown Road and extending in a northwestwardly direction N. 73° 43' 48" W., a distance of 660.00 feet to a pin set; thence N. 69° 03' 48" W., a distance of 83.82 feet to a pin found; thence N. 56° 23' 48" W., a distance of 448.80 feet to a pin found; thence extending in a southwestwardly direction S. 19° 46' 12" W., a distance of 493.68 feet to a pin found; thence extending in a southeastwardly direction S. 09° 03' 09" E., a distance of 84.90 feet to a point; thence extending in a southwestwardly direction S. 03° 50' 57" W., a distance of 60.58 feet to a point; thence along a curve to the right, which curve has a radius of 13.00 feet and a length of 23.82 feet to a point; thence extending in a northwestwardly direction N. 71° 10' 11" W., a distance of 419.73 feet to a point; thence N. 73° 03' 11" W., a distance of 184.13 feet to a point; thence N. 72° 12' 50" W., a distance of 327.44 feet to a point; thence N. 72° 02' 20" W., a distance of 632.65 feet to a point; thence extending in a southwestwardly direction S. 18° 10' 31" W., a distance of 266.16 feet to a point; thence extending in a northwestwardly direction N. 62° 11' 37" W., a distance of 152.24 feet to a point, the TRUE POINT AND PLACE OF BEGINNING; thence leaving the TRUE POINT AND PLACE OF BEGINNING and extending in a southwestwardly direction S. 18° 05' 15" W., a distance of 1,074.19 feet to a point; thence S. 18° 23' 43" W., a distance of 660.20 feet to a point; thence extending in a northwestwardly direction N. 72° 36' 17" W., a distance of 1,621.51 feet to a point; thence along a curve concave to the left, which curve has a radius of 202.36 feet, an arc distance of 134.93 feet and a length of 254.80 feet to a point; thence continuing along said curve to the left, which curve has an arc distance of 119.87 feet to a point; thence extending in a southwestwardly direction S. 20° 15' 51" W., a distance of 303.54 feet to a point; thence S. 15° 48' 13" W., a distance of 297.43 feet to a point; thence S. 19° 24' 16" W., a distance of 395.17 feet to a point; thence extending in a northwestwardly direction N. 72° 27' 42" W., a distance of 1,176.27 feet to a point; thence extending in a northeastwardly direction N. 16° 28' 48" E., a distance of 1,140.35 feet to a point; thence extending in a northwestwardly direction N. 54° 46' 57" W., a distance of 202.31 feet to a point; thence N. 04° 15' 02" W., a distance of 1,435.47 feet to a point; thence along a curve to the right, which curve has a radius of 95.00 feet and a length of 76.63 feet to a point; thence extending in a northeastwardly direction N. 81° 39' 00" E., a distance of 235.19 feet to a point; thence along a curve to the left, which curve has a radius of 140.00 feet and a length of 102.37 feet to a point; thence extending in a northeastwardly direction N. 39° 45' 14" E., a distance of 1,740.88 feet to a point; thence along a curve to the right, which curve has a radius of 120.00 feet and a length of 128.18 feet to a point; thence extending in a southeastwardly direction S. 79° 02' 42" E., a distance of 1,485.89 feet to a point; thence extending in a southwestwardly direction S. 22° 03' 13" W., a distance of 131.59 feet to a point; thence S. 05° 40' 51" W., a distance of 205.22 feet to a point; thence S. 18° 26' 49" W., a

distance of 103.88 feet to a point; thence S. 13° 22' 29" W., a distance of 234.20 feet to a point; thence S. 18° 46' 39" W., a distance of 229.71 feet to a point; thence S. 23° 17' 20" W., a distance of 357.35 feet to a point; thence S. 02° 55' 01" W., a distance of 64.51 feet to a point; thence S. 12° 11' 23" W., a distance of 71.04 feet to a point; thence S. 22° 03' 28" W., a distance of 35.53 feet to a point; thence along a curve to the left, which curve has a radius of 15.00 feet and an arc distance of 19.26 feet to a point; thence extending in a southeastwardly direction S. 51° 30' 02" E., a distance of 17.94 feet to a point; thence S. 78° 23' 21" E., a distance of 122.47 feet to a point; thence S. 56° 18' 36" E., a distance of 212.63 feet to a point; thence S. 45° 00' 00" E., a distance of 147.31 feet to a point; thence S. 53° 25' 37" E., a distance of 201.04 feet to a point; thence S. 62° 11' 37" E., a distance of 237.97 feet to a point, the TRUE POINT AND PLACE OF BEGINNING.

#### Remedy Area 'C'

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Chesapeake, Virginia, containing 65.150 acres, as identified as REMEDY AREA 'C' on that certain plat of survey prepared by WPL, 242 Mustang Trail, Ste. 8, Virginia Beach, VA 23452, (757) 431-1041, dated April 8, 2008, last revised April 14, 2008, Project No. 208-0037, Drawing No. S-1.0 and S-1.1, entitled "BOUNDARY SURVEY OF 1,626.87065 ACRES SHOWN ON PLAT SHOWING PROPERTY OWNED BY WEYERHAEUSER COMPANY "JOHNSTOWN ROAD TRACT" (M.B. 72, P. 59, 59A) SAVE & EXCEPT THOSE PROPERTIES LISTED IN D.B. 5520, P. 854, NOT CONVEYED AND PARCEL 2 AS DESCRIBED IN D.B. 6265, P. 457, PLEASANT GROVE BOROUGH ~ CHESAPEAKE, VIRGINIA", and also as shown on that certain exhibit plan, prepared by WPL, 242 Mustang Trail, Ste. 8, Virginia Beach, VA 23452, (757) 431-1041, dated April 8, 2008, Project No. 208-0037, Drawing No. S-1.0 and S-1.1, entitled "EXHIBIT PLAN OF 1,626.87065 ACRES SHOWN ON PLAT SHOWING PROPERTY OWNED BY WEYERHAEUSER COMPANY "JOHNSTOWN ROAD TRACT" (M.B. 72, P. 59, 59A) SAVE & EXCEPT THOSE PROPERTIES LISTED IN D.B. 5520, P. 854, NOT CONVEYED AND PARCEL 2 AS DESCRIBED IN D.B. 6265, P. 457, PLEASANT GROVE BOROUGH ~ CHESAPEAKE, VIRGINIA", a copy of which exhibit plan is attached to the Declaration of Restrictions dated July 24, 2008 and recorded July 29, 2008 in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Deed Book 7564, at page 143, and which property is more particularly described as follows:

BEGINNING at a pin set, which pin set is located at the intersection of the western right of way line of Johnstown Road and the southern right of way line of Stonegate Avenue; thence leaving the western right of way line of Johnstown Road extending in a northwestwardly direction along the southern right of way line of Stonegate Avenue N. 74° 00' 43" W., a distance of 650.11 feet to a pin set; thence leaving the southern right of way line of Stonegate Avenue and continuing in a northwestwardly direction N. 74° 00' 43" W., a distance of 4,009.87 feet to a pin set; thence extending in a northeastwardly direction N. 15° 59' 08" E., a distance of 505.13 feet to a pin set; thence extending in a northwestwardly direction N. 59° 02' 24" W., a distance of 457.57 feet to a pipe found; thence N. 65° 37' 33" W., a distance of 115.21 feet to a pin found; thence N. 85° 44' 36" W., a distance of 163.47 feet to a pin set; thence N. 89° 50' 20" W., a distance of 133.34 feet to a pin set; thence N. 85° 20' 21" W., a distance of 260.70 feet to a pin set; thence extending in

a southwestwardly direction S. 70° 01' 19" W., a distance of 188.05 feet to a pin set; thence S. 69° 41' 59" W., a distance of 177.27 feet to a pin set; thence S. 61° 38' 50" W., a distance of 133.03 feet to a pin set; thence S. 79° 50' 24" W., a distance of 50.81 feet to a pin set; thence S. 25° 18' 43" W., a distance of 234.51 feet to a pin found; thence S. 62° 10' 55" W., a distance of 404.09 feet to a pin set; thence S. 52° 53' 10" W., a distance of 297.22 feet to a pin found; thence S. 53° 09' 29" W., a distance of 225.72 feet to a pin found; thence S. 54° 45' 47" W., a distance of 269.28 feet to a pin found; thence S. 47° 30' 13" W., a distance of 20.51 feet to a point, the TRUE POINT AND PLACE OF BEGINNING; thence leaving the TRUE POINT AND PLACE OF BEGINNING and extending in a southeastwardly direction S. 62° 25' 30" E., a distance of 335.90 feet to a point; thence extending in a southwestwardly direction S. 27° 34' 30" W., a distance of 537.77 feet to a point; thence extending in a southeastwardly direction S. 77° 19' 11" E., a distance of 394.85 feet to a point; thence extending in a northeastwardly direction N. 70° 01' 01" E., a distance of 113.80 feet to a point; thence extending in a southeastwardly direction S. 63° 26' 06" E., a distance of 86.96 feet to a point; thence S. 50° 14' 46" E., a distance of 163.13 feet to a point; thence extending in a southwestwardly direction S. 39° 45' 14" W., a distance of 549.73 feet to a point; thence S. 81° 39' 00" W., a distance of 212.22 feet to a point; thence along a curve to the left, which curve has a radius of 295.00 feet and a length of 175.05 feet to a point; thence extending in a southwestwardly direction S. 47° 39' 03" W., a distance of 330.32 feet to a point; thence extending in a northwestwardly direction N. 49° 16' 23" W., a distance of 834.91 feet to a point; thence N. 68° 57' 45" W., a distance of 270.00 feet to a point; thence extending in a southwestwardly direction S. 21° 02' 15" W., a distance of 812.49 feet to a point; thence extending in a southeastwardly direction S. 30° 26' 53" E., a distance of 292.06 feet to a point; thence extending in a southwestwardly direction S. 19° 34' 11" W., a distance of 38.24 feet to a point; thence S. 05° 31' 01" W., a distance of 66.02 feet to a point; thence extending in a southeastwardly direction S. 01° 46' 00" E., a distance of 210.34 feet to a point; thence S. 02° 33' 06" E., a distance of 265.42 feet to a point; thence extending in a northwestwardly direction N. 72° 55' 19" W., a distance of 626.07 feet to a point; thence along a curve to the right, which curve has a radius of 60.43 feet and a length of 73.10 feet to a point; thence extending in a northwestwardly direction N. 03° 36' 58" W., a distance of 1,538.83 feet to a point; thence extending in a northeastwardly direction N. 76° 57' 05" E., a distance of 332.78 feet to a pin set; thence N. 24° 24' 26" E., a distance of 229.52 feet to a pin found; thence N. 27° 54' 11" E., a distance of 195.36 feet to a pin found; thence N. 05° 09' 11" E., a distance of 333.96 feet to a pin/pipe found; thence extending in a southeastwardly direction S. 46° 35' 49" E., a distance of 278.52 feet to a pin found; thence extending in a southwestwardly direction S. 10° 08' 58" W., a distance of 158.40 feet to a pin/pipe found; thence extending in a southeastwardly direction S. 19° 32' 33" E., a distance of 251.56 feet to a pin found; thence extending in a northeastwardly direction N. 84° 45' 02" E., a distance of 192.26 feet to a pin found; thence extending in a southeastwardly direction S. 87° 08' 02" E., a distance of 85.64 feet to a pin found; thence extending in a northeastwardly direction N. 86° 41' 31" E., a distance of 125.91 feet to a pin found; thence N. 85° 01' 48" E., a distance of 153.85 feet to a pin found; thence N. 54° 47' 10" E., a distance of 189.22 feet to a pin found; thence N. 47° 45' 50" E., a distance of 164.70 feet to a pin set; thence N. 54° 15' 00" E., a distance of 234.29 feet to a pin found; thence N. 47° 30' 13" E., a distance of 221.09 feet to a point, the TRUE POINT AND PLACE OF BEGINNING.

Remedy Area 'D'

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereunto belonging, lying and being in the City of Chesapeake, Virginia, containing 49.647 acres, as identified as REMEDY AREA 'D' on that certain plat of survey prepared by WPL, 242 Mustang Trail, Ste. 8, Virginia Beach, VA 23452, (757) 431-1041, dated April 8, 2008, last revised April 14, 2008, Project No. 208-0037, Drawing No. S-1.0 and S-1.1, entitled "BOUNDARY SURVEY OF 1,626.87065 ACRES SHOWN ON PLAT SHOWING PROPERTY OWNED BY WEYERHAEUSER COMPANY "JOHNSTOWN ROAD TRACT" (M.B. 72, P. 59, 59A) SAVE & EXCEPT THOSE PROPERTIES LISTED IN D.B. 5520, P. 854, NOT CONVEYED AND PARCEL 2 AS DESCRIBED IN D.B. 6265, P. 457, PLEASANT GROVE BOROUGH ~ CHESAPEAKE, VIRGINIA", and also as shown on that certain exhibit plan, prepared by WPL, 242 Mustang Trail, Ste. 8, Virginia Beach, VA 23452, (757) 431-1041, dated April 8, 2008, Project No. 208-0037, Drawing No. S-1.0 and S-1.1, entitled "EXHIBIT PLAN OF 1,626.87065 ACRES SHOWN ON PLAT SHOWING PROPERTY OWNED BY WEYERHAEUSER COMPANY "JOHNSTOWN ROAD TRACT" (M.B. 72, P. 59, 59A) SAVE & EXCEPT THOSE PROPERTIES LISTED IN D.B. 5520, P. 854, NOT CONVEYED AND PARCEL 2 AS DESCRIBED IN D.B. 6265, P. 457, PLEASANT GROVE BOROUGH ~ CHESAPEAKE, VIRGINIA", a copy of which exhibit plan is attached to the Declaration of Restrictions dated July 24, 2008 and recorded July 29, 2008 in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Deed Book 7564, at page 143, and which property is more particularly described as follows:

BEGINNING at a pin set, which pin set is located at the intersection of the western right of way line of Johnstown Road and the southern right of way line of Stonegate Avenue; thence leaving the western right of way line of Johnstown Road extending in a northwestwardly direction along the southern right of way line of Stonegate Avenue N. 74° 00' 43" W., a distance of 650.11 feet to a pin set; thence leaving the southern right of way line of Stonegate Avenue and continuing in a northwestwardly direction N. 74° 00' 43" W., a distance of 4,009.87 feet to a pin set; thence extending in a northeastwardly direction N. 15° 59' 08" E., a distance of 505.13 feet to a pin set; thence extending in a northwestwardly direction N. 59° 02' 24" W., a distance of 457.57 feet to a pipe found; thence N. 65° 37' 33" W., a distance of 115.21 feet to a pin found; thence N. 85° 44' 36" W., a distance of 163.47 feet to a pin set; thence N. 89° 50' 20" W., a distance of 133.34 feet to a pin set; thence N. 85° 20' 21" W., a distance of 260.70 feet to a pin set; thence extending in a southwestwardly direction S. 70° 01' 19" W., a distance of 188.05 feet to a pin set; thence S. 69° 41' 59" W., a distance of 177.27 feet to a pin set; thence S. 61° 38' 50" W., a distance of 133.03 feet to a pin set; thence S. 79° 50' 24" W., a distance of 50.81 feet to a pin set; thence S. 25° 18' 43" W., a distance of 234.51 feet to a pin found; thence S. 62° 10' 55" W., a distance of 404.09 feet to a pin set; thence S. 52° 53' 10" W., a distance of 297.22 feet to a pin found; thence S. 53° 09' 29" W., a distance of 225.72 feet to a pin found; thence S. 54° 45' 47" W., a distance of 269.28 feet to a pin found; thence S. 47° 30' 13" W., a distance of 241.60 feet to a pin found; thence S. 54° 15' 00" W., a distance of 234.29 feet to a pin set; thence S. 47° 45' 50" W., a distance of 164.70 feet to a pin found; thence S. 54° 47' 10" W., a distance of 189.22 feet to a pin found; thence S. 85° 01' 48" W., a distance of 153.85 feet to a pin found; thence S. 86° 41' 31" W., a distance of 125.91 feet to a pin found; thence extending in a northwestwardly direction N. 87° 08' 02" W., a distance of 85.64 feet to a pin found; thence extending in a

southwestwardly direction S. 84° 45' 02" W., a distance of 192.26 feet to a pin found; thence extending in a northwestwardly direction N. 19° 32' 33" W., a distance of 251.56 feet to a pin/pipe found; thence extending in a northeastwardly direction N. 10° 08' 58" E., a distance of 158.40 feet to a pin found; thence extending in a northwestwardly direction N. 46° 35' 49" W., a distance of 278.52 feet to a pin/pipe found; thence extending in a southwestwardly direction S. 05° 09' 11" W., a distance of 333.96 feet to a pin found; thence S. 27° 54' 11" W., a distance of 195.36 feet to a pin found; thence S. 24° 24' 26" W., a distance of 229.52 feet to a pin set; thence S. 76° 57' 05" W., a distance of 332.78 feet to a point; thence continuing S. 76° 57' 05" W., a distance of 202.74 feet to a point, the TRUE POINT AND PLACE OF BEGINNING; thence leaving the TRUE POINT AND PLACE OF BEGINNING and extending in a southeastwardly direction S. 03° 36' 58" E., a distance of 1,505.60 feet to a point; thence along a curve to the left, which curve has a radius of 260.43 feet and a length of 315.02 feet to a point; thence extending in a southeastwardly direction S. 72° 55' 19" E., a distance of 526.83 feet to a point; thence extending in a southwestwardly direction S. 11° 11' 29" W., a distance of 122.65 feet to a point; thence S. 03° 18' 51" W., a distance of 165.47 feet to a point; thence extending in a southeastwardly direction S. 03° 50' 30" E., a distance of 153.30 feet to a point; thence extending in a southwestwardly direction S. 03° 28' 31" W., a distance of 73.63 feet to a point; thence extending in a northwestwardly direction N. 71° 22' 57" W., a distance of 191.44 feet to a point; thence N. 71° 51' 37" W., a distance of 330.75 feet to a point; thence along a curve to the left, which curve has a radius of 17.00 feet and a length of 32.11 feet to a point; thence extending in a southeastwardly direction S. 00° 04' 27" E., a distance of 65.15 feet to a point; thence S. 10° 34' 17" E., a distance of 340.64 feet to a point; thence S. 08° 48' 15" E., a distance of 172.41 feet to a point; thence S. 04° 14' 28" E., a distance of 51.77 feet to a point; thence extending in a southwestwardly direction S. 09° 15' 43" W., a distance of 81.33 feet to a point; thence S. 45° 14' 31" W., a distance of 29.29 feet to a point; thence S. 81° 40' 05" W., a distance of 28.88 feet to a point; thence extending in a northwestwardly direction N. 80° 21' 18" W., a distance of 84.68 feet to a point; thence N. 72° 06' 02" W., a distance of 397.49 feet to a point; thence N. 14° 09' 50" W., a distance of 2,393.27 feet to a pipe found; thence extending in a northeastwardly direction N. 09° 11' 43" E., a distance of 361.22 feet to a point; thence N. 76° 57' 05" E., a distance of 742.06 feet to a point, the TRUE POINT AND PLACE OF BEGINNING.

INSTRUMENT #100018776  
 RECORDED IN THE CLERK'S OFFICE OF  
 CHESAPEAKE ON  
 JULY 20, 2010 AT 03:06PM

FAYE W. MITCHELL, CLERK  
 RECORDED BY: JRB