



CITY OF POQUOSON

Office of the City Manager
J. Randall Wheeler

500 City Hall Avenue, Poquoson, Virginia 23662-1996
(757)868-3000 Fax (757)868-3101

April 11, 2016

TO: City Council

FROM: City Manager

**SUBJECT: Ordinance Ratifying the Acquisition of Property Located at
1236 Poquoson Avenue and Appropriating the Funds For the
Acquisition**

Presented for your approval is an ordinance ratifying the purchase of property located at 1236 Poquoson Avenue adjacent to S. Lawson Park known as Tax Map Parcel No. 21-01-00-0140 and appropriating the funds for the same. This purchase was previously discussed with you in a closed session and it was the consensus of Council to proceed with the purchase.

JRW:jfw

ORDINANCE NO. _____

**ORDINANCE RATIFYING THE ACQUISITION OF PROPERTY LOCATED AT 1236
POQUOSON AVENUE ADJACENT TO S. LAWSON PARK AND KNOWN AS TAX
MAP PARCEL NO. 21-01-00-0140 AND APPROPRIATING THE FUNDS NECESSARY
FOR THE PURCHASE**

WHEREAS, the Poquoson City Council has heretofore determined that the acquisition of property located at 1236 Poquoson Avenue adjacent to S. Lawson Park and known as Tax Map Parcel No. 21-01-00-0140 is in the best interest of the City of Poquoson; and

WHEREAS, pursuant to the direction of City Council, an offer of \$78,000 cash at settlement has been accepted by the owner.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Poquoson, Virginia:

Section 1: That the purchase of 1236 Poquoson Avenue, known as Tax Map Parcel 21-01-00-0140 located next to S. Lawson Park is hereby ratified and approved.

Section 2: That the City Manager is hereby directed to immediately take such steps as are necessary to complete the purchase of this property as soon as is practicable.

Section 3: That funds in the amount of \$78,000 in the General Fund and \$78,000 in the Capital Projects Fund be and the same hereby are appropriated within the Fiscal Year 2015-2016 for acquisition of this property and for payment of recording fees as follows:

GENERAL FUND

Revenues:

Fund Balance \$78,000

TOTAL **\$78,000**

Expenditures:

Transfers to the Capital Projects Fund \$78,000

TOTAL **\$78,000**

CAPITAL PROJECTS FUND

Revenues:

Transfer from the General Fund \$78,000

TOTAL **\$78,000**

Expenditures:

1236 Poquoson Ave \$78,000

TOTAL **\$78,000**

Section 4: That in the opinion of City Council an emergency exists which necessitates the immediate enactment of this ordinance and therefore the provisions contained herein shall become effective immediately upon adoption.

ADOPTED: _____

TESTE: _____

City Clerk

(This is a suggested form for use in the sale of Land only. This is a legally binding contract; if not understood, seek competent advice before signing.)

This CONTRACT OF PURCHASE made as of MARCH 28, 2016, between CAROLYN BAIRD, whose address is _____, (the "Seller", whether one or more), and CITY OF POQUOSON, VIRGINIA whose address is 500 CITY HALL AVENUE, POQUOSON, VIRGINIA (the "Purchaser", whether one or more), provides: The Listing Broker for the Property, as defined below, N/A and the Selling Broker is N/A.

1. REAL PROPERTY: Purchaser agrees to buy and Seller agrees to sell the land, and all improvements thereon located in the County or City of POQUOSON, Virginia, and described as (legal description): SEE THE ATTACHED SURVEY MADE A PART HEREOF

and more commonly known as: 1236 POQUOSON AVENUE together with the items of personal property described in paragraph 2 (the "Property").

2. PERSONAL PROPERTY INCLUDED: The following items of personal property are included in this sale: (X)None ()See Addendum.

3. PURCHASE PRICE: The Purchase Price (the "Purchase Price") of the Property is SEVENTY EIGHT THOUSAND FIVE HUNDRED (X) This price shall be the exact sales price. () This price shall be adjusted at settlement to an exact Purchase price of \$ _____ per (sq. ft.) (acre). The exact area to be determined by a survey to be made by a registered surveyor and paid for by _____. At his option, Purchaser may waive said survey. The Purchaser shall pay to the seller at settlement the Purchase Price in cash or by cashier's or certified check, subject to the prorations herein and further subject to one or more of the following financings, (check as applicable):

() (a) THIRD PARTY FIRST TRUST: This sale is subject to Purchaser () obtaining or () assuming: () a conventional, or other (describe) _____ loan secured by a first deed of trust lien on the Property in the principal amount of \$ _____, or _____ % of the Purchase Price bearing interest () at a fixed rate not exceeding _____ % per year, or () at an adjustable rate with an initial rate not exceeding _____ % per year and a maximum rate during the term of the loan not exceeding _____ % per year, or () at the market rate of interest at the time of settlement, amortized over a term of _____ years, and requiring not more than a total of _____ loan discount points, excluding a loan origination fee, or an assumption fee not exceeding \$ _____. (If this contract provides for the assumption of a loan: (i) the Parties acknowledge that the balance set forth above is approximate and that the principal amount to be assumed will be the outstanding principal balance on the date of settlement, and (ii) Purchaser shall assume all obligations of Seller under such loan.)

() (b) THIRD PARTY SECOND TRUST: As set forth in paragraph 5, this sale is also subject to Purchaser obtaining a loan secured by a second deed of trust lien on the Property in the principal amount of \$ _____, or _____ % of the Purchase Price bearing interest at rate not exceeding _____ % per year, amortized as follows _____, and requiring not more than a total of _____ loan discount points, excluding a loan origination fee.

() (c) SELLER FINANCE: Seller agrees that \$ _____ or _____ % of the Purchase Price shall be evidenced by a note made by Purchaser in such amount bearing interest at a rate of _____ % per year amortized as follows _____. The note shall be secured by a deferred purchase money () first, () second or (specify priority) _____ deed of trust lien on the Property. The deed of trust and note shall provide, among other things, that: (i) the note shall be due and payable in full if the Property, or any interest therein, is transferred, sold or conveyed; (ii) Purchaser shall have the right to prepay the note at any time in whole or in part () with a premium or penalty of _____ % of the amount prepaid or () without premium or penalty; (iii) a lot release schedule shall be provided, if applicable, (iv) a late payment charge not exceeding five percent of the payment may be assessed by the Seller for any payment more than seven (7) calendar days late; (v) the note and deed of trust shall otherwise be in form satisfactory to the Seller; (vi) other terms: _____

If this Contract provides for SELLER FINANCING, then (i) such financing shall be contingent upon review and approval by Seller of a current credit report on each Purchaser and a current personal financial statement of each Purchaser, which documents must be provided to Seller within _____ business days following execution of this Contract by both parties; (ii) Purchaser shall properly record the applicable deed of trust, at its expense, at settlement; and (iii) Purchaser may not assign this Contract in whole or in part, without the prior written consent of Seller, which Seller shall be under no obligation to give. Any deed of trust securing SELLER FINANCING; (i) shall contain a provision requiring the trustees under said deed of trust, without the necessity of obtaining the prior consent or joinder of the noteholder, to release land for easements and rights of ways, and/or land to be dedicated for public use from the above mentioned trust without curtailment and at no cost to Purchaser, provided such releases in their aggregate total less than _____ % of the total land area originally encumbered by the deed of trust, (ii) shall provide that Purchaser shall have the right, at any time after settlement, to raze existing improvements, cut, fill, grade, erect improvements and do all other things Purchaser believes necessary in the development of the Property, () with or () without obligation to make any prepayment on account of the debt secured by the deferred purchase money deed of trust.

(d) PURCHASER'S REPRESENTATION AND WARRANTY: Unless specified in a written contingency, neither this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property.

(e) OTHER FINANCING TERMS: \$ 78,500.00 CASH AT SETTLEMENT. THE SALE IS CONTINGENT ON CITY COUNCIL APPROVED FUNDING AT THE MEETING ON APRIL 11 2016

4. **DEPOSIT:** (a) Purchaser has made a Deposit with D. WAYNE MOORE ATTORNEY (the "Escrow Agent"), of ONE HUNDRED Dollars (\$ 100.00) (the "Deposit") () in cash, (X) by check, () bank letter of credit, or () by a note due and payable on _____, receipt of which is hereby acknowledged. Upon ratification of this Contract by all parties, the Deposit shall be held in escrow by the Escrow Agent. If the transaction does not settle, the Deposit shall be held or disbursed in accordance with the regulations of the Virginia Real Estate Board.

5. **FINANCING:** (a) This Contract is contingent upon Purchaser obtaining a written commitment or commitments, as the case may be, for the third Party financing or loan assumption required in paragraph 3. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within N/A business days of the date of acceptance of this Contract and to diligently pursue obtaining a commitment therefore.

(b) If Purchaser does not obtain such written commitment and so notifies Seller or Selling Broker or the Listing Broker in writing before 5:00 p.m. local time on N/A, then this Contract shall terminate upon giving of such notice and the Deposit shall be refunded to the Purchaser. If Purchaser does not obtain such a written commitment and notice thereof is not received by the deadline, or such later deadline as the Parties may agree upon in writing, the Seller shall have the right to (i) deem the financing contingency provided herein satisfied, or (ii) terminate this Contract by giving Purchaser written notice of such termination within five (5) business days after deadline. Failure of Purchaser to make such application or to diligently pursue obtaining such financing shall be a default hereunder.

(c) If the balance of the purchase price is to be paid in cash without third party or seller financing, Purchaser shall give Seller written verification from Purchaser's bank or other sources within _____ days after the date this Contract is fully ratified that Purchaser has or can have the balance of the purchase price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within 10 days after the date by which verification was to be given.

6. **LOAN FEES:** If a lender making a loan described in paragraph 3 requires a discount fee, commonly known as "points" (a point) being 1% of the principal amount of the loan) as a condition of making the loan, Seller agrees to pay the first trust lender up to N/A points and to pay the second trust lender up to N/A points. Except as otherwise agreed in this paragraph and paragraph 13 hereof, Purchaser shall pay all loan origination fees, charges and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans.

7. **SETTLEMENT; POSSESSION:** Settlement shall be made at D. WAYNE MOORE, ATTORNEY on or about MAY 2, 2016. Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the Parties.

8. **BROKERAGE FEE:** Seller and other parties hereto authorize and direct the settlement agent to disburse to Listing Broker and/or Selling Broker from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Listing Broker and/or Selling Broker shall deliver to the settlement agent, prior to settlement, a written statement signed by each broker entitled to all or a portion of the brokerage fee stating how such fee and any additional sales incentives are to be disbursed.

9. **STUDY PERIOD:** Purchaser shall have 30 days from the date this Contract is executed by both Purchaser and Seller, to determine, through engineering and feasibility studies, whether Purchaser's plan of development of the Property is practical. Purchaser shall contract for such studies within ten days from the date of execution, and deliver to Seller and agent copies of the letter(s) ordering the studies; said letter(s) stipulating that true copies of all studies are to be sent to Seller or an agent of Seller, simultaneously with delivery to Purchaser. If within said 30 days, Purchaser notifies both Seller or an agent of Seller, in writing, that his plan, in his sole judgment, is not practical, Purchaser may declare this Contract null and void. In this event, Purchaser shall receive a refund of his deposit and all parties shall be relieved of further liability hereunder. In the absence of such timely notice (time shall be of the essence) from the Purchaser that he elects to declare this Contract null and void, this Contract shall be in full force and effect.

10. **SOIL STUDY:** This Contract is contingent for N/A days from date of execution of this Contract by both Purchaser and Seller to allow _____ at its expense to obtain a soil study and/or percolation test, which shall lawfully allow for the erection of _____. Said report shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of the Property is not permissible, Purchaser shall have the right, upon written notice to Seller, to declare this Contract null and void, in which event the deposit shall be returned to Purchaser and all parties relieved of further liability hereunder.

11. **PROPERTY OWNERS' ASSOCIATION DISCLOSURE:** Seller represents that the Property (check as applicable) is _____ is not located within a development which is subject to the Virginia Property Owners' Association Act (Sections 55-508 through 55-516 of the Code of Virginia). If the Property is within such a development, the Act requires Seller to obtain from the Property Owners' Association an association disclosure packet and provide it to Purchaser. Purchaser may cancel this Contract within three (3) days after receiving the association disclosure packet or being notified that the association disclosure packet will not be available. The right to receive the association disclosure packet and the right to cancel this Contract are waived conclusively if not exercised before settlement.

12. **ACKNOWLEDGMENT OF DISCLOSURE OF BROKERAGE RELATIONSHIP:** (Check as applicable.)
A. The Parties confirm that in connection with the transaction contemplated by this Contract, the Listing Broker and the cooperating or Selling Broker and their salespersons have acted on behalf of Seller as Seller's representatives.
B. The Parties confirm that in connection with the transaction contemplated by this Contract, the Listing Broker and its salespersons have acted on behalf of Seller as Seller's representative, and/or the Purchaser's Broker and its salespersons, by agreement, have acted on behalf of Purchaser as Purchaser's representative.
C. The Parties also confirm, with respect to their own representation, that any required disclosure of the brokerage relationships described in paragraph 12 (A) or (B) above was made in writing at the time specific real estate assistance was provided by the brokers named above or their respective salespersons.
D. The Listing Broker and its salespersons are acting on behalf of both the Seller and the Purchaser as disclosed dual representatives. An executed Disclosure of Dual Representation is attached.
E. The principal or supervising broker has designated _____ to represent the Seller in the transaction and _____ to represent the Purchaser in the transaction. _____, the principal or supervising broker, is acting on behalf of both the Seller and the Purchaser as a disclosed dual representative. An executed Disclosure of the Use of Designated Representatives is attached.
F. The parties also confirm that the disclosure of and consent to the brokerage relationships described in paragraph 12 (D) or (E) above was made prior to the time the offer was made by Purchaser and delivered to Seller.
G. The duties of real estate licensees in Virginia are set forth in section 54.1-2130 et seq. of the Code of Virginia and in the regulations of the Virginia Real Estate Board. In addition to the information contained in this disclosure pertaining to brokerage relationships, there may be other information relevant to the transaction, which may be obtained from other sources.

13. **EXPENSE PRORATIONS:** Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this Purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by the Purchaser. All taxes, assessments, interest, rent, escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement. In addition to the Purchase Price, Purchaser agrees to pay Seller for all fuel oil remaining in the tank (if applicable) at the prevailing market price as of the date of settlement.

14. **TITLE:** At settlement Seller shall convey the Property to the Purchaser by a general warranty deed containing English covenants of title, free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for residential purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 3(a) or 3(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, Seller, at its expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If the Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 7 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days.

15. **NOTICE TO PURCHASER(S):** Purchaser(s) should exercise whatever due diligence Purchaser(s) deems necessary with respect to information on any sexual offenders registered under Chapter 23 section 19.2-387 et seq. of Title 19. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or www.state.va.us/vsp/vsp.html.

16. **ROLL-BACK TAXES, IF ANY, WILL BE PAID AS FOLLOWS:** PAYABLE BY SELLER

17. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (i) terminating this Contract and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

18. **NOTICE:** Whenever notice is to be given under the terms of this Contract, such notice shall be deemed to have been given when enclosed in an envelope having the proper postage, addressed to all parties hereto and deposited as Certified Mail at a U. S. Post Office. The date at which such notice shall be deemed to have been given, shall be the date of the postmark on said envelope.

19. **PRIOR ACCESS:** Purchaser and his agents shall have the right to enter onto the Property at any time prior to settlement for purposes of engineering, surveying and such other work, so long as such studies do not result in a change in the character or topography of the Property. Purchase shall hold Seller harmless against any loss or liability to person or property resulting from such entry on the Property.

20. **DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 9 hereof as if this Contract had been performed and for any damages and all expenses incurred by the non-defaulting party, the Listing Broker and Selling Broker in connection with this transaction and the enforcement of this Contract, including, without limitation to, attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Contract, shall not relieve the defaulting party of liability for the fee of the Listing Broker in this transaction and for any damages and all expenses incurred by the non-defaulting party, the Listing Broker and the Selling Broker in connection with this transaction. In any action brought by Seller, Purchaser, Listing Broker or Selling Broker under this Contract or growing out of the transactions contemplated herein, the prevailing party in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action.

21. **MECHANIC'S LIEN NOTICE:** (a) Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished material or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

22. **NON-BINDING MEDIATION.** The parties who have initialed this paragraph below, in an effort to avoid the expense and delay of litigation, agree to submit any disputes or claims arising out of this Contract to mediation prior to instituting litigation. Such mediation will be *non-binding*, that is, no person agreeing to mediate will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that person. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be provided by the local REALTOR® association, if it provides such services, or by another mutually agreeable mediator or mediation service in the area.

This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.

This provision shall be binding on those parties who have initialed this paragraph, even if not all the parties have initialed it, and will survive settlement. Any party to this Contract who does not initial this provision is relieved of any obligation to mediate, but failure to initial this paragraph will not affect the enforceability of the remainder of the Contract.

Purchasers' Initials

Sellers' Initials

Listing Brokers' Initials

Selling Brokers' Initials

23. OTHER ITEMS: (Use this space for additional terms not covered in this Contract.) N/A

24. MISCELLANEOUS: This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the date this Contract is fully ratified. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the Parties; PROVIDED, HOWEVER, that the provisions of paragraph 9 of this Contract may not be modified or changed without the written consent of the Listing Broker and the Selling Broker. This Contract shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia and shall be binding upon and shall insure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed terms hereof, the handwritten or typewritten terms shall control. UNLESS OTHERWISE PROVIDED HEREIN, THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER HEREIN AND ALL OTHER PROVISIONS OF THIS CONTRACT SHALL BE DEEMED MERGED INTO THE DEED DELIVERED AT SETTLEMENT AND SHALL NOT SURVIVE SETTLEMENT.

25. ACCEPTANCE: This Contract, when signed by Purchaser, shall be deemed an offer to enter into a bilateral contract. If not accepted by Seller by N/A (time), N/A, it shall become null and void.

WITNESS the following duly authorized signatures:

(SEPARATE ALL COPIES BEFORE SIGNING BELOW)

Seller accepts this offer _____ day of _____

DATE / SELLER (SEAL) 3/29/2018 By CITY OF POGOOSON (SEAL) James P. White (SEAL)
 DATE PURCHASER

ADDRESS 500 City Hall Avenue, Pogooson, VA
23062

SOCIAL SECURITY NUMBER _____ DATE / PURCHASER (SEAL)

SELLER (SEAL) _____ ADDRESS _____

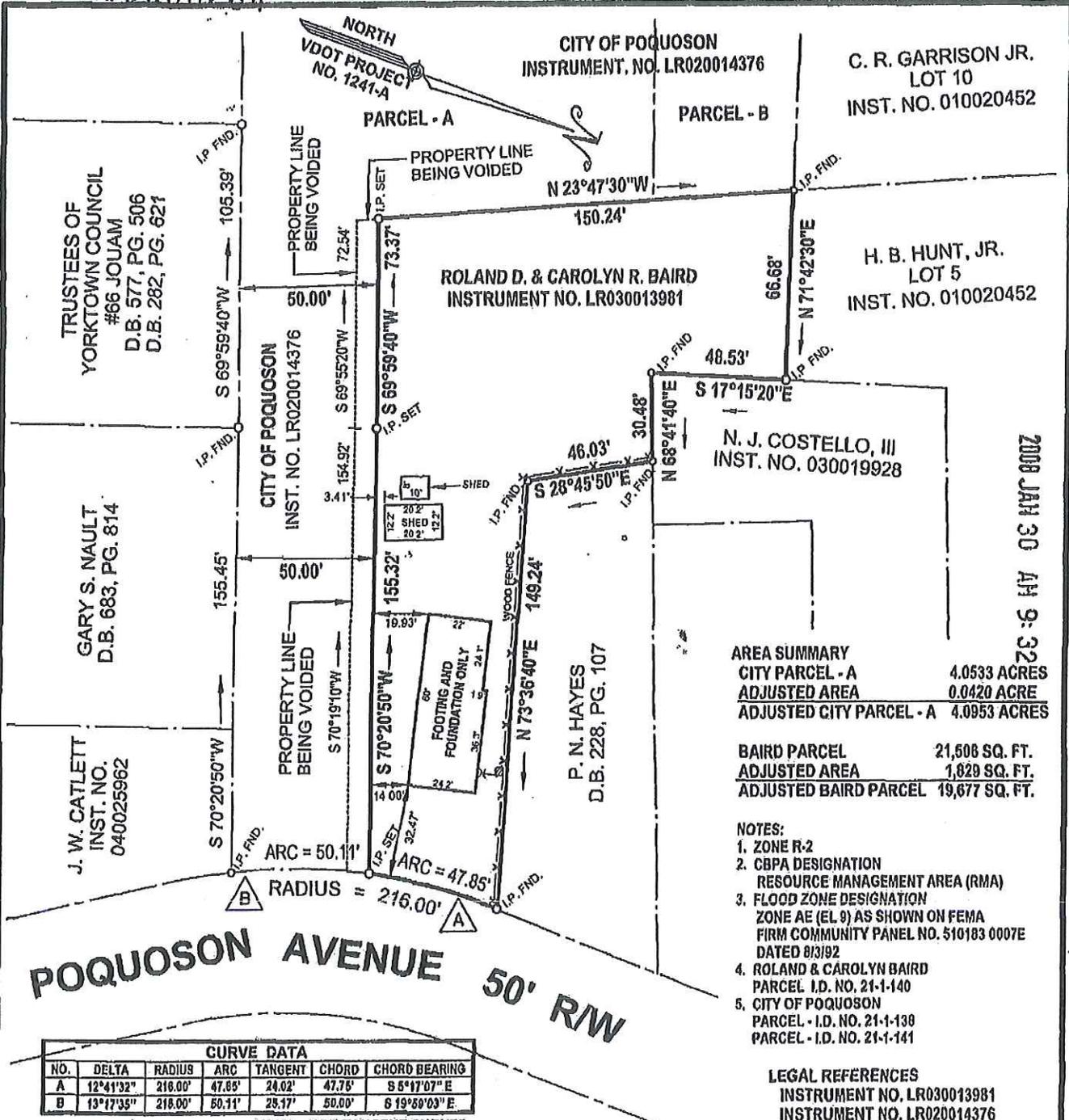
ADDRESS _____

SOCIAL SECURITY NUMBER _____

Receipt of deposit per Paragraph 4 above is hereby acknowledged.

DATE / _____

000000261



AREA SUMMARY

CITY PARCEL - A	4.0533 ACRES
ADJUSTED AREA	0.0420 ACRE
ADJUSTED CITY PARCEL - A	4.0953 ACRES

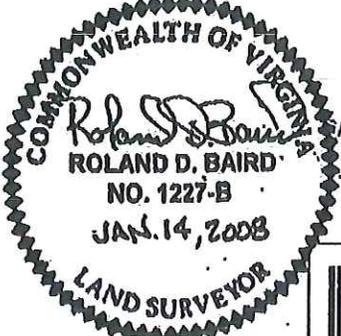
BAIRD PARCEL	21,506 SQ. FT.
ADJUSTED AREA	1,829 SQ. FT.
ADJUSTED BAIRD PARCEL	19,677 SQ. FT.

- NOTES:**
1. ZONE R-2
 2. CBPA DESIGNATION RESOURCE MANAGEMENT AREA (RMA)
 3. FLOOD ZONE DESIGNATION ZONE AE (EL 9) AS SHOWN ON FEMA FIRM COMMUNITY PANEL NO. 510183 0007E DATED 8/3/92
 4. ROLAND & CAROLYN BAIRD PARCEL I.D. NO. 21-1-140
 5. CITY OF POQUOSON PARCEL - I.D. NO. 21-1-138 PARCEL - I.D. NO. 21-1-141

LEGAL REFERENCES
 INSTRUMENT NO. LR030013981
 INSTRUMENT NO. LR020014376

CURVE DATA					
NO.	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING
A	12°41'32"	216.00'	47.85'	24.02'	85°17'07" E
B	13°17'35"	218.00'	50.11'	25.17'	61°29'03" E

NOTE: NON-TANGENT CURVES



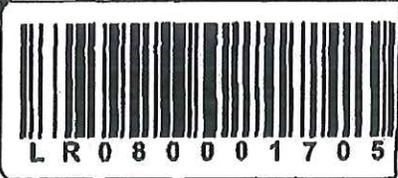
CITY OF POQUOSON APPROVED
 DATE: 1/26/08
[Signature]

PLAT SHOWING A BOUNDARY LINE ADJUSTMENT BETWEEN PROPERTIES OF CITY OF POQUOSON AND ROLAND D. BAIRD & CAROLYN R. BAIRD POQUOSON, VIRGINIA

JOHNSON-BAIRD AND ASSOCIATES
 CIVIL ENGINEERING AND LAND SURVEYING
 538 WEST QUEEN STREET - HAMPTON, VIRGINIA - 23669-3645

SCALE: 1" = 50'
 DATE: JAN. 14, 2008

SHEET 1 OF 2
 FILE NO. 86-019G5



2008 JAN 30 AM 9:32

THE PLATTING OF THIS BOUNDARY LINE ADJUSTMENT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS. 000000265

BY: Charles W. Burgess Jr. 1/25/08
CHARLES W. BURGESS JR., CITY MANAGER
CITY OF POQUOSON DATE

BY: Roland D. Baird 1/25/08 BY: Carolyn R. Baird 1/25/08
ROLAND D. BAIRD, OWNER DATE CAROLYN R. BAIRD, OWNER DATE

STATE OF VIRGINIA TO WIT:

I, Sherry Coffey, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE DULY ACKNOWLEDGED THE SAME BEFORE ME IN MY STATE AFORESAID.

GIVEN UNDER MY HAND THIS 25 DAY OF January 2007. 2008

Sherry Coffey
NOTARY PUBLIC
#326242

MY COMMISSION EXPIRES 12/31/2011

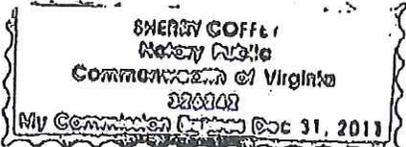


STATE OF VIRGINIA
COUNTY OF YORK TO WIT

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF YORK ON THIS DAY OF 2007 THIS MAP WAS PRESENTED AND ADMITTED TO RECORD AS THE LAW DIRECTS.

TESTE _____
CLERK

BY _____
DEPUTY CLERK



CITY OF POQUOSON, VIRGINIA
APPROVED FOR RECORDATION

Charles W. Burgess Jr. 1/26/08
CHARLES W. BURGESS, JR. DATE
CITY MANAGER

PLAT INSTRUMENT # 080001705

Filed in the Clerk's Office, Circuit Court,
York Co., - Poquoson, VA
the 30th day of January, 2008
Teste: Lynn S. Mendjbur, Clerk 9:32am
By: Jana Brogden D.C.

PLAT SHOWING A BOUNDARY LINE ADJUSTMENT BETWEEN PROPERTIES OF THE CITY OF POQUOSON AND ROLAND D. BAIRD & CAROLYN R. BAIRD POQUOSON VIRGINIA	
JOHNSON • BAIRD AND ASSOCIATES CIVIL ENGINEERING AND LAND SURVEYING 1530 WEST QUEEN STREET - HAMPTON, VIRGINIA - 23669-3645	
DATE: DEC. 3, 2007	SHEET 2 OF 2 FILE NO. 86-019G5

2008 JAN 30 AM 5:32