

ORDINANCE NO. 7578-19

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN MENCHVILLE MARINA LEASE BY AND BETWEEN THE CITY OF NEWPORT NEWS, VIRGINIA, AND JAMES RIVER HOLDINGS, LLC, DATED THE 24TH DAY OF SEPTEMBER, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Menchville Marina Lease by and between the City of Newport News, Virginia, and James River Holdings, LLC, dated the 24th day of September, 2019.
2. That a copy of the said Menchville Marina Lease is attached hereto and made a part hereof.
3. That this ordinance shall be in effect on and after the date of its adoption, September 24, 2019.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON SEPTEMBER 24, 2019

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor

A true copy, teste:

City Clerk

MENCHVILLE MARINA LEASE

This LEASE, made this 24th day of September, 2019, by and between the CITY OF NEWPORT NEWS, a Municipal Corporation of the Commonwealth of Virginia, hereinafter called "City", and JAMES RIVER HOLDINGS, LLC, a Virginia limited liability company, hereinafter called "Lessee".

WITNESSETH:

That in consideration of the rent, covenants and conditions herein contained, which the Lessee, its successors and assigns, expressly agrees to pay, do and perform, the City does grant by lease unto the Lessee the following described property, known as the "Menchville Marina," to-wit:

Parcel 1

All that certain lot, piece or parcel of land, consisting of 1.8 acres and identified as Parcel 1 on that certain plat entitled, "PLAT SHOWING SURVEY OF PARCELS 1 & 2 - 2.04 AC MENCHVILLE MARINA AND REMAINDER OF PROPERTY AS SHOWN ON PLAT RECORDED IN DB 1045, PG 2132 - 5.35 AC+ CITY OF NEWPORT NEWS, VIRGINIA", dated July 10, 1996, attached hereto as Exhibit A, and including any ancillary structures located on said Parcel 1.

Parcel 2

All that certain lot, piece or parcel of land consisting of 0.24 acres of vacant land and the abutting bulkhead and identified as Parcel 2 on the aforesaid plat attached hereto as Exhibit A.

SUBJECT TO that 15' Easement Area further defined in Section 5(A) and shown on attached Exhibit B.

1. TERM OF LEASE:

Initial Term: The term of this Lease (the "Term") shall be for a period of five (5) years, commencing on October 1, 2019, and ending on September 30, 2024, unless sooner terminated as a result of abandonment of the demised premises by the Lessee or as otherwise provided herein.

2. CONSIDERATION:

(A) **BASE RENT**: The Lessee shall pay to the City for the use and occupancy of the demised premises rent at an initial rate of \$24,000 annually. The first three (3) years of Base Rent (a total of \$72,000) shall be paid on or before the commencement of the Lease.

(B) **PAYMENT**: Rent shall be made payable to the City of Newport News, Virginia, and mailed to the City of Newport News, Virginia, c/o Department of Development, 2400 Washington Avenue, 3rd Floor, Newport News, Virginia, 23607, or to such other party and such other place as the City may designate in writing as provided herein.

Rental payments are due and payable in annual installments, in advance, on or before the anniversary of the Lease commencement date. Failure to pay rent by the fifth (5th) day following the anniversary of the Lease commencement date shall subject Lessee to a late payment charge of TEN PERCENT (10%) of the annual rent. Failure to timely remit such rental payments to City shall also be subject to Section 14 of this Lease. Delinquent rent payments shall be grounds for termination of the Lease. In any matter pertaining to rental collection, Lessee agrees to pay all court costs and other expenses of collection, including reasonable attorney's fees.

3. ADDITIONAL CONSIDERATION:

As additional consideration for this Lease, Lessee agrees to:

(A) Upgrade (as described below), maintain and keep in good repair all buildings, piers, docks, falls and utility access points, to include electrical access for moored vessels, on the demised premises;

(B) Complete and maintain capital improvements, with the prior approval of the City Manager or his or her designee, listed as follows:

- i. Lay, grade and maintain the drive, parking, and unloading areas on Parcels 1, 2, and Remainder of Parcel B, as shown on Exhibit A, using Virginia Department of Transportation-approved #57 granite stone, before March 1, 2020, at an estimated cost of \$20,000.
- ii. Upgrade and maintain electrical service, as necessary, to commercial waterproof specifications and appropriate code standards, utilizing GFI protected equipment capable of operating equipment, including conveyors and hoisters, before March 1, 2020, at an estimated cost of \$18,000.
- iii. Install and maintain dock decking on demised premises using commercial-grade materials capable of load demands of the facility, before July 1, 2020, at an estimated cost of \$60,000.
- iv. Install and maintain fencing and gates on the demised premises, with the materials, size, style, and location to be reviewed and approved by City, before April 1, 2020, at an estimated cost of \$12,000.
- v. Install and maintain security cameras after a proper security assessment, before April 1, 2020, at an estimated cost of \$2,500.
- vi. Install and maintain an oyster shell recycling center, with the materials, size, style, and location to be reviewed and approved by City, before March 1, 2020, at an estimated cost of \$3,000.

- vii. Construct and maintain a sanctuary oyster reef on Newport News Lease #10622, Plat File 14500, out of approximately 400 bushels of oyster shell substrate, seed oysters and spat on shell for ecological and sustainability purposes (not open to harvest) within one (1) year of the Lease commencement date at an estimated cost of \$10,000 and an additional estimated annual maintenance cost of \$1,000 per year.
- viii. Install and maintain a remote oyster setting facility to be utilized by Christopher Newport University students and faculty, and other relevant parties, for the purpose of setting larvae to be placed on Newport News Lease #10622, Plat File 14500, before May 1, 2020, at an estimated cost of \$10,000.
- ix. Provide and maintain refuge collection containers, portable toilets and other sanitation facilities to comply with working waterfront regulations and the Virginia Clean Marina Program before February 1, 2020, at an estimated cost of \$3,360 per year.
- x. Notwithstanding the foregoing, or any other provision of the Lease, Lessee shall not be deemed in default of the foregoing obligations contained in this Section 3(B) (each an "Improvement" and collectively, "the Improvements") if:
 - a. In City's sole reasonable opinion, Lessee has diligently pursued (as applicable) the design, approval, permitting, and implementation process for such Improvements but has not completed the process within the specified time frame, and Lessee continues to diligently pursue completion of the process; or
 - b. Lessee and City agree to substitute an alternative improvement for one or more of the Improvements.

(C) Additional Rent:

- (i) As additional rent, Lessee agrees to make an additional \$20,000 in capital improvements within Menchville Marina, mutually agreed upon by Lessee and City, in addition to the capital improvements listed in Section 3(B), during each Lease year. Lessee shall provide written documentation of expenses incurred in making capital improvements to City. Should Lessee fail to make \$20,000 of agreed upon capital improvements within any Lease year, Lessee shall make a cash payment to City of the difference between \$20,000 and the documented value of the agreed upon capital improvements made within the Lease year. Lessee will make any such payments within 30 days of the close of said Lease year.
- (ii) City may elect to receive a cash payment of \$20,000 as additional rent in lieu of capital improvements in any Lease year by providing written notice of such election to Lessee no later than 30 days after the start of said Lease year. Lessee shall make a cash payment of \$20,000 to City within 30 days of receipt of such a notice.

(D) Engage with Christopher Newport University to coordinate activities and educational opportunities related to the commercial seafood and maritime industries operating out of Menchville Marina, and endeavor to work with the Mariners' Museum to publicize the instrumental role of Newport News in the Virginia Oyster Industry.

(E) Maintain and mow the grass on all open areas of Parcels 1, 2, Remainder of Parcel A and Remainder of Parcel B, as shown on Exhibit A, and keep the said open spaces free of weeds and brush;

(F) Repair, maintain and grade the parking areas in Parcels 1, 2, and Remainder of Parcel B, as shown on Exhibit A, as needed or as otherwise reasonably requested by the City;

(G) Work the City-leased Deep Creek oyster bed in the Warwick River on Newport News Lease #10622, Plat File 14500, to include, but not be limited to, planting seed oysters, clams or cultch in the 5.91-acre oyster planting ground, as more particularly described on the attached Exhibit C, in accordance with requirements imposed by Code of Virginia Section 28.2-613;

(H) Ensure that no litter or debris is deposited into Deep Creek from the demised premises: If Lessee has knowledge of any such litter, debris or obstacles to navigation adjacent to the demised premises, Lessee shall remove the litter, debris, or obstacles from Deep Creek. If such is not possible, Lessee shall notify the Newport News Department of Parks, Recreation and Tourism of the litter, debris or obstacle in order that arrangements may be made for its removal;

(I) Coordinate with the City to remedy same, should a vessel be found adrift or abandoned on or in Deep Creek adjacent to Parcels 1, 2, Remainder of Parcel B, as shown on Exhibit A; and

(J) Coordinate with the City, including representatives from its Department of Development and its Department of Parks, Recreation and Tourism, on the management of the Remainder of Parcel B, as shown on Exhibit A.

Lessee shall ensure compliance with this section by Lessee's agents, servants, employees, invitees, guests and other persons utilizing the demised premises. Upon request by City, Lessee shall provide adequate documentation and verification, satisfactory to the City, demonstrating completion of the items identified in this Section 3.

4. PURPOSE AND USE OF DEMISED PREMISES:

(A) USE: The demised premises shall be used only for the following activities and no other activities or uses are permitted without the prior written consent of City:

- i. Mooring of sound, seaworthy, fully operational vessels in the water, the majority of which shall be vessels engaged in Virginia's commercial seafood

and maritime industries, in accordance with Code of Ordinance of the City of Newport News, Virginia, as applicable;

- ii. Collection of dockage and wharfage fees for seafood products;
- iii. Crab shedding operations;
- iv. Supervised parking of vehicles on the demised premises;
- v. Educational opportunities related to commercial seafood and maritime industries;
- vi. Oyster shell recycling and oyster larvae setting facilities and operations; and
- vii. Ancillary operations and business activities related to the operation of a working waterfront.

(B) RESTRICTIONS ON USE:

- i. Camping trailers, manufactured homes, and motor homes are prohibited without the express written consent of the City Manager or his or her designee.
- ii. Neither the storage of nor long term parking of any vehicles, including, but not limited to cars, trucks, trailers, or commercial vehicles, shall be permitted on the premises. The dry storage of vessels is also prohibited.
- iii. Lessee shall not permit any person to maintain a domicile anywhere on the premises or on a boat moored at the premises.
- iv. Except as approved by City, no materials or supplies shall be stored in any area on the demised premises except in an enclosed building or behind a visual barrier approved by City.
- v. In no event and at no time shall Lessee have the right to remove any improvements on the demised premises without the prior written approval of City.
- vi. City reserves the right of prior approval for installation of any security fence on the demised premises.

- vii. No litter or debris shall be allowed to accumulate in open spaces on Parcels 1, 2, Remainder of Parcel A and Remainder of Parcel B, as shown on Exhibit A.
- viii. No pier or obstruction to navigation shall be constructed beyond the high water mark into the waters of Deep Creek without the written permission of the City Manager, or his or her authorized agent.
- ix. Neither Lessee nor Lessee's agents, servants, employees, invitees, guests nor any other person or entity shall transport any hazardous materials across, nor store upon the demised premises or within Deep Creek without first notifying the City of the nature and amount of such material, its point of origin and its destination. "Hazardous materials" shall mean those substances or materials in a form or quantity which may pose an unreasonable risk to health, safety, or property and are so designated by the laws or regulations of the Commonwealth of Virginia or the laws or regulations of the United States of America. The handling, storage, transfer and sale of all petroleum products shall comply with all federal, state and local regulations.

5. ADDITIONAL COVENANTS

(A) As a condition of this Lease, Lessee is required to provide to Christopher Newport University ("CNU") and its invitees or CNU's assignees and the public, if any, the right of ingress and egress across the demised premises to and over the boat ramp at the end of Menchville Road; said right of ingress and egress runs through the southwestern part of Parcel 1, to provide CNU and its invitees, or CNU's assignees, if any, access to the waters of Deep Creek, as shown on attached Exhibit B as "15' Easement Area."

(B) Lessee shall pay leasehold taxes for the demised premises and any taxes imposed on the city because of the leasehold, and shall pay all license taxes for the conduct of its business on the demised premises.

(C) City's Park Rangers and other designated representatives shall have the right to enter onto the property during reasonable business hours for the purpose of ensuring that Lessee is complying with applicable laws and the terms of this Lease.

(D) Lessee agrees to an annual inspection of all buildings on the demised premises by a City inspector.

(E) All Lessee's personal property necessary for the conduct of its business at the Menchville Marina shall be registered or scheduled in the City of Newport News, Virginia, for property tax assessment purposes.

(F) Lessee shall use its best efforts to provide City a quarterly listing of all vessels moored at the demised premises for tax assessment purposes.

6. UTILITIES AND SERVICES:

Lessee shall make all provisions for utilities which are needed or required. Lessee shall be responsible for the payment of all utility services consumed at the demised premises, including, but not limited to, electricity, gas, water and sewage. Lessee shall provide a sufficient number and size of solid waste disposal containers so as to accommodate the waste generated by the use of the demised premises. Lessee shall provide or arrange for and maintain an oil collection tank for the recycling of used engine oil on the premises.

7. INSURANCE:

(A) Lessee shall indemnify, defend, protect and save harmless City and its officers, agents and employees from and against all losses, fines, judgments, suits and claims of physical damage to property and bodily injury or death to any person or persons, which may arise out of or be caused by the use and maintenance of said demised premises by Lessee or any claim as aforesaid growing out of Lessee's business or businesses referred to herein. In addition, Lessee agrees to obtain and continuously keep in force, a general liability insurance policy with a company qualified to do business in the Commonwealth of Virginia. The policy shall at least provide for the following coverage:

i.	Bodily injury or death to any person or persons	\$	1,000,000.00
ii.	Physical damage to property	\$	500,000.00
iii.	For owned, non-owned and hired automobile (Combined Single Limit per occurrence)	\$	1,000,000.00

(B) Additional Insured Provisions: Said policy shall provide that the City is added as an additional insured and shall first be approved by the Newport News City Attorney's Office. The City of Newport News, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide advance written notice of cancellation or non-renewal of insurance to the City of Newport News.

Occupation of the demised premises by the Lessee or any approved construction on the demised premises shall not take place until certification of current insurance is on file with City. Failure to keep the required insurance coverage continuously in force during the term of this Lease, and any renewals thereof, shall constitute an event of default of this Lease.

8. NOTICE:

(A) Any and all notices affecting this Lease may be served by the parties hereto, or by their duly authorized agents, as effectively as if same were served by any officer authorized by law to serve such notices. The return of such party, or its duly authorized agent, showing the time, place and manner of service of such notice shall have the same force and effect in any legal proceedings based thereon as a return of service by any officer authorized by law to serve such notice.

(B) All notices required by law to be served upon, and all notices permitted by this Lease to be mailed to a party to this Lease shall be served upon or mailed to, as the case may be, the following agents for each party who are hereby appointed and designated as such for the purpose of receiving all such notices:

- i. City's agent shall be: Director, Department of Development, City of Newport News, whose address is 2400 Washington Avenue, 3rd Floor, Newport News, Virginia 23607, with a copy to: City Attorney, 2400 Washington Avenue, 9th Floor, Newport News, Virginia 23607.
- ii. Lessee's agent shall be: James Heyman, James River Holdings, LLC, 11815 Fountain Way, Suite 400, Newport News, Virginia 23606.
- iii. Each party shall immediately notify the other party, in writing, of any change of agents, and no change of agents shall be effective until such notice is given.

(C) Where under the terms of this Lease a notice is required or permitted to be mailed by certified or registered mail, return receipt requested, and such notice is not mailed in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is directed.

9. ASSIGNMENT AND SUBLETTING:

Lessee agrees that this Lease is not transferable or assignable to any third person or entity, specifically including any purchasers of Lessee's business or of a controlling interest in Lessee's business which is operated at the Menchville Marina, without the prior written approval of City. Any such transfer, sale or assignment shall constitute cause for immediate termination of this Lease at the sole option of the City.

Neither the whole nor any portion of the demised premises shall be sublet without the written consent of the City first obtained. Acceptance of rent by the City from a person other than the Lessee shall not constitute consent to any subletting. In the event the demised premises are sublet, the City reserves the right to renegotiate the terms of this Lease and to establish a new Lease with the Sublessee.

10. PARAGRAPH HEADINGS:

Headings to the paragraphs are mere catchwords and are illustrative only; they do not form a part of this Lease nor are they intended to be used in construing same.

11. QUIET ENJOYMENT:

Except as otherwise provided in this Lease, City covenants that if Lessee shall pay rent on-time and perform all of the terms and conditions of this Lease to be performed by Lessee, Lessee shall during the term of the Lease peaceably and quietly occupy and enjoy exclusive possession of the demised premises without molestation or hindrance by City or any party claiming through or under City, subject to the provisions of this Lease.

12. MODIFICATION:

This Lease may be amended or modified only by a writing signed by authorized agents of both the City and the Lessee. Subject to Section 15.2-2105 of the Virginia Code, as amended, the City Manager is authorized to approve and sign amendments to this Lease on behalf of the City.

13. INDEMNIFICATION OF CITY:

Lessee covenants and agrees that Lessee will protect and save and keep City forever harmless and indemnified against and from any claims, loss, costs, damage, or expense arising from Lessee's (or any person holding, or occupying Menchville Marina under Lessee) operation, occupancy, or possession of Menchville Marina, and that Lessee will at all times protect, save, and keep City harmless and indemnified against and from any and all claims, loss, costs, damage, or expense arising out of or from any accident or other occurrence on or about the Menchville Marina by reason of the neglect of Lessee or those holding or occupying the Menchville Marina under Lessee, causing injury to any person or property whomsoever or whatsoever and will protect, save, and keep City harmless and indemnified against and from any and all claims and against and from any and all loss, costs, damage, or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.

14. EXPIRATION, TERMINATION, DEFAULT:

(A) Should the Lessee fail to use the premises, also referred to herein as the demised premises, for the herein described activities for a period of sixty (60) consecutive days, then the

City shall have the right and option to cancel this Lease and to collect all rentals due and unpaid. Said sixty (60) day period shall be tolled for periods of inactivity due to circumstances beyond the control of Lessee, including (1) natural disasters such as earthquakes, hurricanes, and other acts of God; (2) human-made disasters such as war, acts of terrorism, or riots; and (3) regulatory activity, not arising out of the actions of Lessee, related to the commercial seafood and maritime industry.

(B) In the case of default or breach of any of the covenants or conditions herein contained to be performed by the Lessee, City may cancel this Lease and shall have the right, at any time thereafter, to enter into and upon the said demised premises, or any part thereof, and the same again to have, repossess and enjoy as of its former estate. Prior to the exercise of its option to cancel this Lease pursuant to this paragraph, City agrees to give written notice of such default or breach to Lessee. If Lessee cures the default or breach within a reasonable time, no basis for action pursuant to this paragraph shall lie. The time period within which Lessee shall cure the default or breach shall in no case exceed thirty (30) days. Repeated defaults or breaches of this Lease or violations of law or regulations by Lessee shall not be tolerated, and Lessee agrees that the notice-to-cure provision of this paragraph may be, after thirty (30) days written notice, unilaterally withdrawn by the Newport News City Council if it finds that the provision has been abused. In the event this Lease is canceled pursuant to this paragraph, all unpaid rent shall become due and payable immediately.

(C) Lessee, upon expiration, termination or cancellation of this Lease, having paid all the rents due hereunder and otherwise fulfilled the covenants of this Lease, shall remove from the demised premises personal property placed thereon by it and shall leave the demised premises clean and clear of all debris. Any property left on the demised premises after the termination of this Lease, shall become the property of the City, free and clear of all cost and expense to it. Lessee shall not remove any improvements built on or made to the demised premises, which said improvements are the property of City.

15. MISCELLANEOUS

(A) This Lease shall be governed by the laws of the Commonwealth of Virginia.

(B) The failure of City at any time to require performance by Lessee of any provision hereof shall in no way affect the right of City thereafter to enforce the same. Nor shall the waiver by City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

(C) Lessee may not by operation of law assign this Lease or any interest herein. Lessee agrees as a condition of this Lease, that if any proceeding under the Bankruptcy Code is commenced by or against Lessee, or if Lessee is adjudged insolvent, or if Lessee makes an assignment for the benefit of creditors, or if a writ of attachment or execution is levied on any of Lessee's property located on the demised premises and is not released or satisfied within five (5) days thereafter, or if a receiver is appointed in any proceeding or action to which Lessee is a party with authority to take possession or control of the demised premises, City shall have the right to exercise any one or more of the remedies set forth in this Lease, and this Lease shall, at the option of City, without notice, immediately terminate and shall not be treated as an asset of Lessee after termination by City.

(D) Lessee waives all claims that now exist, or may hereafter exist, for maintenance of Parcel 1 and Parcel 2, or for services rendered thereon or thereto.

(E) The use of the demised premises shall be subject to all federal, state and local laws, as well as all regulations issued pursuant thereto, and Lessee will not use or employ the said demised premises or any part thereof for any purpose or in any manner which might be construed as a nuisance or contrary to the laws of the land.

(F) This Lease constitutes the entire, full and complete understanding and agreement of the parties, and all representations, conditions, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are hereby expressly merged into this Lease and shall be null, void and without legal effect.

IN WITNESS WHEREOF, the City of Newport News has caused this Lease to be executed by its City Manager, with its seal hereto affixed, duly attested by its City Clerk, both thereunto first duly authorized; and James River Holdings, LLC, has caused this Lease to be executed by James Heyman, its Managing Member, thereunto first duly authorized.

CITY OF NEWPORT NEWS, VIRGINIA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Reviewed by:

Approved as to form:

Deputy City Attorney

City Attorney

COMMONWEALTH OF VIRGINIA
City of Newport News, to-wit:

The undersigned Notary Public in and for the jurisdiction aforesaid, hereby certifies that Cynthia D. Rohlf and Mabel Washington-Jenkins, whose names appear as City Manager and City Clerk, respectively, of the **CITY OF NEWPORT NEWS, VIRGINIA**, are signed to the foregoing Lease bearing date on the 24th day of September, 2019, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

Registration No.: _____

JAMES RIVER HOLDINGS, LLC,
a Virginia limited liability company

By: _____
James Heyman, Managing Member

COMMONWEALTH OF VIRGINIA
City of Newport News, to-wit:

The undersigned Notary Public in and for the jurisdiction aforesaid, hereby certifies that James Heyman, whose name appears as Managing Member of James River Holdings, LLC, is signed to the foregoing Lease bearing date on the 24th day of September, 2019, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____
Registration No.: _____

EXHIBIT A

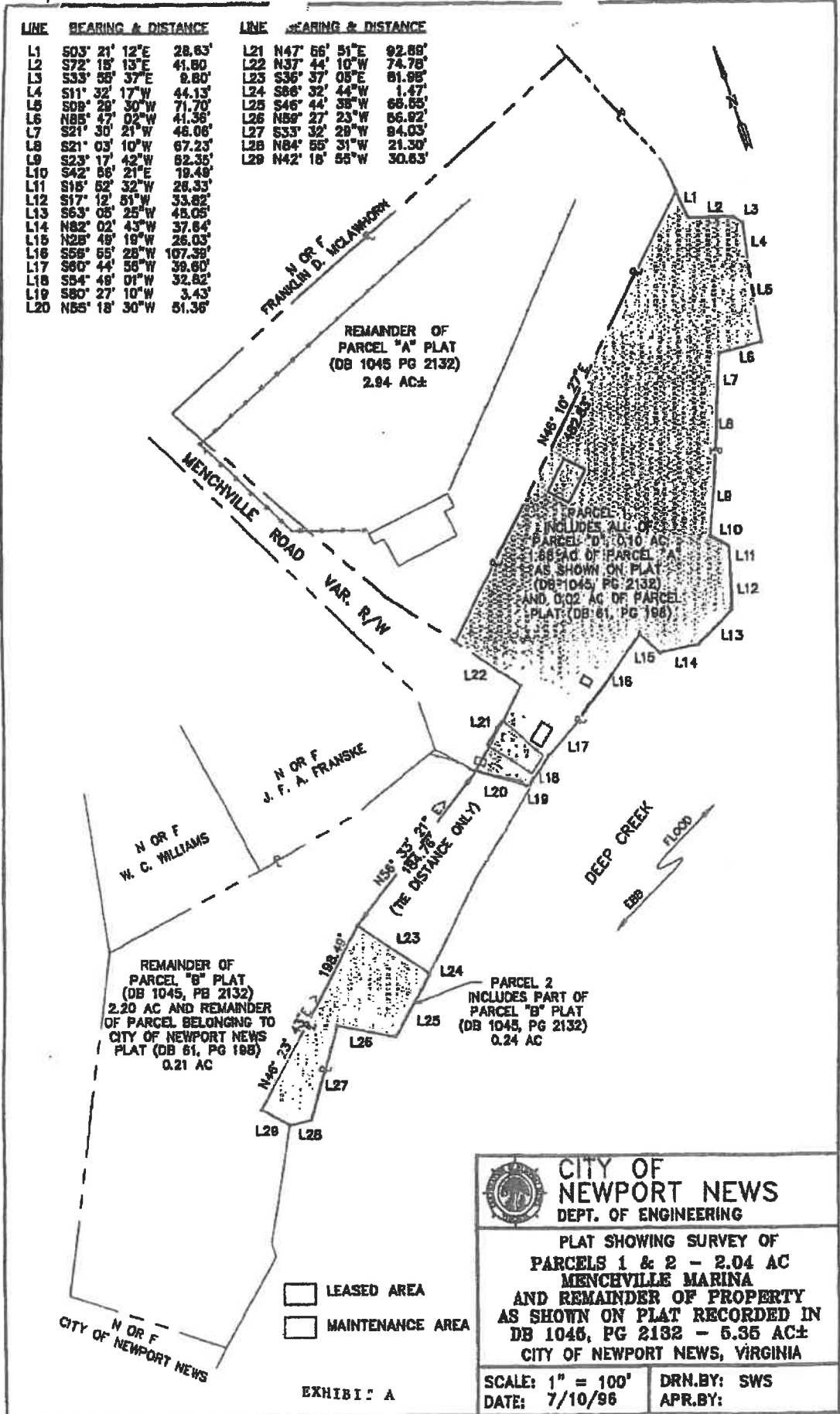


EXHIBIT A

EXHIBIT B

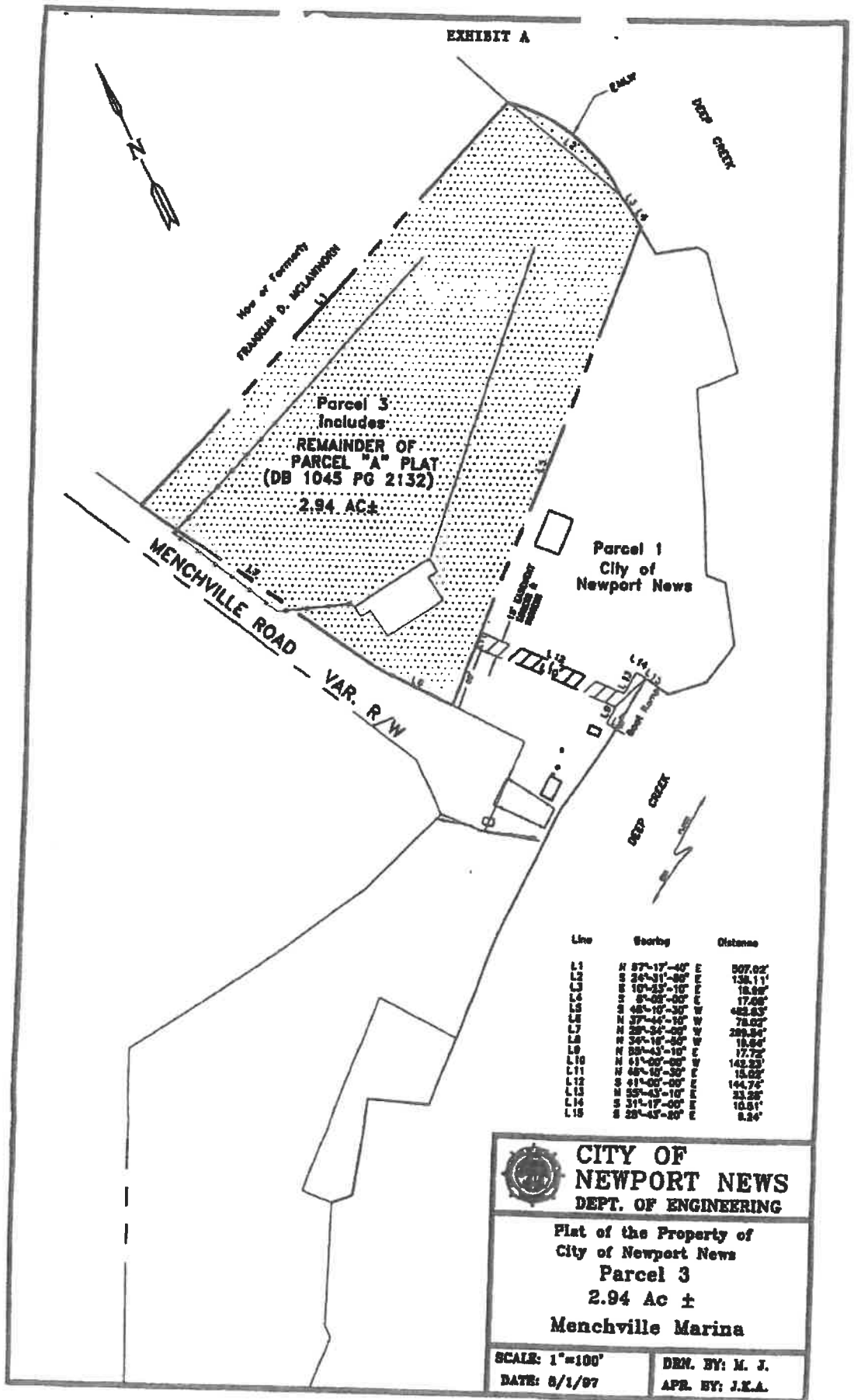
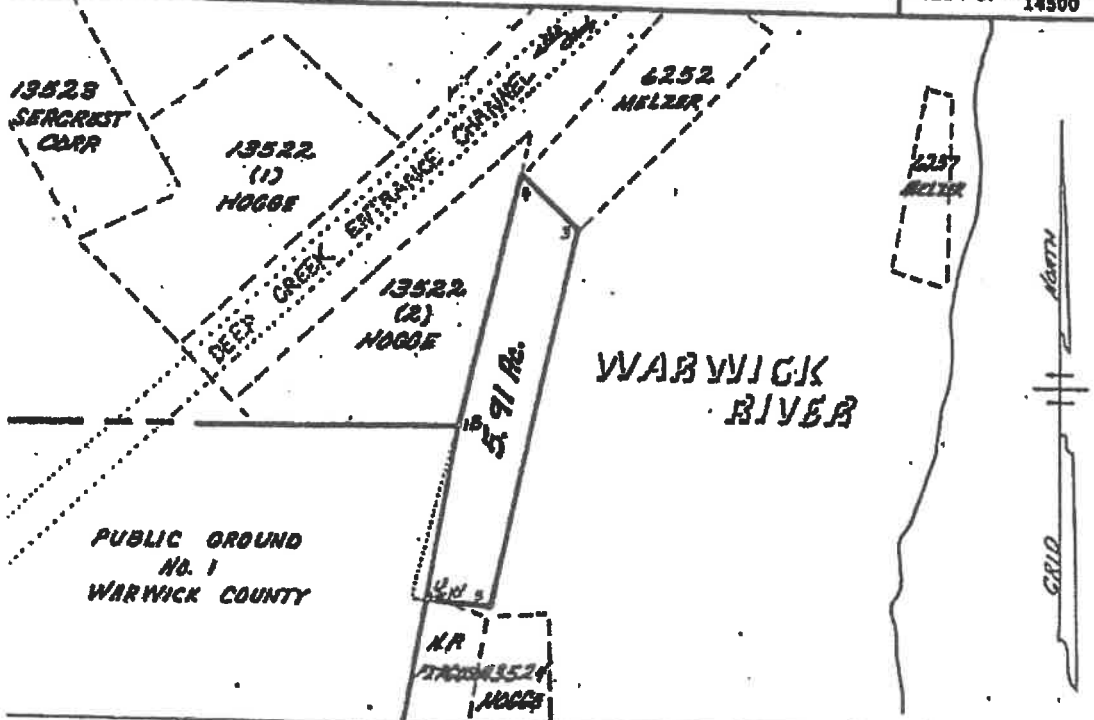


EXHIBIT C

FIELD BOOK 20 PAGE 67
 COUNTY RECORDED IN
 BOOK PAGE
 NO NO

PRISON
COMMONWEALTH OF VIRGINIA
MARINE RESOURCES COMMISSION

APP. NO RESERVE
 MAP NO. 270-2560
 FILE NO. 14500



LANDS END	JORDAN HON.	PRISON	NORTH	EAST
0°00'	0°00'	0°00'		
88°16'29"	268°16'29"	273°16'46"	278,208.94	2518,618.97
93°16'46"	115°11'44"		277,854.82	2574,802.66
115°45'	170°59'37"	194°42'59"	275,821.81	2874,190.04
110°53'23"	166°27'34"	196°09'40"	276,049	2574,280
103°14'31"	154°03'19"	198°14'24"	276,833	2574,466
104°24'33"	151°53'30"	188°15'57"	276,664.1	2574,629.8
115°06'08"	166°58'32"	190°09'33"	275,528.1	2574,383
115°37'29"	170°02'41"	193°59'50"	275,522.44	2574,221.32
331°45'50"	323°47'31"		304,946.30	2554,260.83
114°11'30"	224°46'			
68°07'20"	149°46'30"			
	316°38'			

PLAT 7112 - AREA - 4.35 AC.
 RESERVE TO CLERR BAYLOR CR. - 0.20 AC.
 AREA REMAINING - 4.15 AC.
 INCREASE DUE TO ERROR - 1.76 AC.
 CORRECTED AREA - 3.91 AC.

+ BUNKER HILL

5.91 ACRES

OYSTER PLANTING GROUND

Harry E. Atkinson

Warwick River near Deep Creek
 DISTRICT NO. 18 City of Chesapeake County

SCALE 5000
 October 19 1982



APPROVED/RECORDED
 CLERK SURVEYOR