

A G E N D A
JAMES CITY COUNTY BOARD OF SUPERVISORS
REGULAR MEETING
County Government Center Board Room
101 Mounts Bay Road, Williamsburg, VA 23185
August 11, 2015
6:30 PM

A. CALL TO ORDER

B. ROLL CALL

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE

1. Pledge Leader - Sannaa Atwood, a rising 4th grade student at James River Elementary School and a resident of the Roberts District

E. PRESENTATIONS

1. Presentation - Community Services
2. VDOT Quarterly Update

F. PUBLIC COMMENT - Until 7 p.m.

G. CONSENT CALENDAR

1. Minutes Adoption - June 9, 2015 Regular Meeting
2. Contract Award - Administration of Substance Abuse Program Services
3. Economic Development Authority Appointments
4. Staff Appointment to the Colonial Community Criminal Justice Board

H. PUBLIC HEARING(S)

1. Case No. Z-0002-2015. Gilley Estates

I. BOARD CONSIDERATION(S)

J. BOARD REQUESTS AND DIRECTIVES

K. REPORTS OF THE COUNTY ADMINISTRATOR

1. County Administrator's Report

L. PUBLIC COMMENT

M. CLOSED SESSION

N. ADJOURNMENT

1. Adjourn until 6:30 pm on September 8, 2015 for the Regular Meeting

ITEM SUMMARY

DATE: 8/11/2015

TO: The Board of Supervisors

FROM: Teresa J. Fellows, Administrative Coordinator

SUBJECT: Pledge Leader - Sanna Atwood, a rising 4th grade student at James River Elementary School and a resident of the Roberts District

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	7/30/2015 - 9:47 AM

ITEM SUMMARY

DATE: 8/11/2015
TO: The Board of Supervisors
FROM: Rebecca M. Vinroot, Assistant Director of Social Services
SUBJECT: Presentation - Community Services

Ms. Rebecca Vinroot and Mr. Vaughn Poller will be giving the presentation.

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	7/29/2015 - 10:43 AM

ITEM SUMMARY

DATE: 8/11/2015
TO: The Board of Supervisors
FROM: Teresa J. Fellows, Administrative Coordinator
SUBJECT: VDOT Quarterly Update

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	Quarterly Report	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	8/4/2015 - 12:51 PM

VDOT Quarterly Transportation Update

James City Board of Supervisor's Meeting

August 11, 2015

Maintenance Accomplishments for Quarter and County Requests

We have completed 316 of 460 maintenance work orders this quarter with 144 outstanding (69% complete).

- 31 - Drainage
- 87 - Roadway/Sign
- 26 - Vegetation

Residency Direct Line 757-253-5138/VDOT's Customer Service Center **1-800-FOR-ROAD (1-800-367-7623)**

A few highlights of the accomplishments are:

- Ware Creek Road pot holes completed
- Route 607 bridges completed
- Ditching completed on Juniper Court, Railroad Street, Brick Bat Road, and Grove Heights Avenue
- Asphalt repair complete on Ashbury Lane
- Cut sight distance on Centerville Road and Sawmill Road
- Completed 2nd James City Primary Routes only mowing cycle on July 24th
- Scheduled 3rd VDOT Primary and Secondary Routes mowing cycle starts on Aug 17th

Current Projects

Plant Mix – Rte 30 (Old Stage Rd), Rte 60 (Old Stage Rd to Depot St), F-137 (Rochambeau Dr), Rte 321 (Treybern Dr), Rte 610 (Forge Rd), Rte 631 (Chickahominy Rd), Rte 680 (Four-H Club Rd), Rte 681 (Sandy Bay Rd), Governor's Land Select Roads, and Holly Ridge Roads to begin August 1, 2015.

Thin Mix – Select Roads in Villages at Westminster and Powhatan Secondary to begin August 13, 2015.

Monticello Avenue (UPC 82961)

We are installing drainage structures and storm sewer components on Ironbound Road and News Road. Grading operations have started on Ironbound Road and Monticello Avenue. We have completed installing signal pole foundations on Ironbound Road and Monticello Avenue.

I-64 Widening Segment 1 (UPC 104905)

The Base Scope includes additional 12' wide travel lanes and 12' wide shoulder lanes within the existing median space, existing bridge repair and widening, and patching of the existing mainline pavement along with a ¾" THMACO overlay. The bid includes an option of a 2" overlay and the extension of acceleration and deceleration lanes at the Ft. Eustis Interchange.

CTB Approval and Award	February 18, 2015
Notice to Proceed	March 18, 2015
Begin Construction	September 2015
Final Completion	December 2017

VDOT Quarterly Transportation Update

James City Board of Supervisor's Meeting

August 11, 2015

I-64 Widening Segment 2 (UPC 106665)

7 miles (End of Segment 1 to exit 242) estimated at \$213.6 million in 6 year plan and LRTP. PE is funded.

Public Hearing	April 30, 2015
RFP Release Date	July 21, 2015
Notice of Intent to Award	November 6, 2015
CTB Approval/Award Date	December 3, 2015
Notice To Proceed	January 2016
Early Completion Incentive	May 24, 2019
Construction Completion	July 2019

Traffic Studies (Completed)

Chickahominy Subdivision Posted 25 MPH for residential area

Traffic Studies (On-Going)

Rte 5 John Tyler Highway and Rte 614 (Centerville/Green Springs) intersection Roadway Safety Analysis (RSA)

Rte 30 at Old Stage Rd/School House Ln signalization safety review

ITEM SUMMARY

DATE: 8/11/2015
TO: The Board of Supervisors
FROM: Teresa J. Fellows, Administrative Coordinator
SUBJECT: Minutes Adoption - June 9, 2015 Regular Meeting

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	060915 BOS Minutes	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	7/29/2015 - 10:48 AM

MINUTES
JAMES CITY COUNTY BOARD OF SUPERVISORS
REGULAR MEETING
County Government Center Board Room
101 Mounts Bay Road, Williamsburg, VA 23185
June 9, 2015
6:30 PM

A. CALL TO ORDER

B. ROLL CALL

Mary K. Jones, Berkeley District
John J. McGlennon, Roberts District
Kevin D. Onizuk, Vice-Chairman, Jamestown District
James G. Kennedy, Stonehouse District - **ABSENT**
Michael J. Hipple, Chairman, Powhatan District

Bryan J. Hill, County Administrator
Michelle M. Gowdy, County Attorney

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE

1. Pledge Leader – Mr. Ed Oyer, resident of the Roberts District

E. PRESENTATIONS

1. Historical Commission Annual Report

Mr. Frank Abbott, Chairman of the Historical Commission, thanked the Board for their continued support and gave an overview of the activities of the Commission during the past year.

F. PUBLIC COMMENT - Until 7 p.m.

1. Mr. Joseph Swanenburg, 3026 The Pointe Drive, addressed the Board regarding global warming and a recent community meeting held in the Grove community.

2. Mr. Ed Oyer, 139 Indian Circle, addressed the Board regarding property values, vocational training in public schools and the power of the people to change their representation on the Board.

3. Ms. Betty Walker, 101 Locust Place, addressed the Board regarding Common Core.

4. Ms. Sue Sadler, 9929 Mountain Berry Court, addressed the Board regarding a recent community meeting held in the Grove community.

5. Ms. Rosanne Reddin, 4700 Presidents Court, addressed the Board regarding new federal government regulations and executive orders that trickle down to local governments.

G. CONSENT CALENDAR

A motion to Approve was made by John McGlennon and the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Jones, McGlennon, Onizuk, Hipple.

Absent: Kennedy.

1. Minutes - March 10, 2015, Regular Meeting
2. Minutes - March 24, 2015, Work Session
3. Changes to Personnel Policies and Procedures Manual
4. FY 16 Budget Appropriations for Operation of the James City County Marina
5. Establishment of a Petty Cash Fund
6. FY 16 Budget Appropriations for Operation of the Little Creek Reservoir Park
7. Authorization to Hire Additional Personnel in FY 16

H. PUBLIC HEARING(S)

1. Case No. SUP-0013-2014, 104 Howard Drive. Grove Barber Shop

A motion to Approve was made by John McGlennon and the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Jones, McGlennon, Onizuk, Hipple.

Absent: Kennedy.

Mr. Scott Whyte, Planner III, addressed the Board giving a summary of the staff report included in the Agenda Packet.

Mr. McGlennon asked for clarification on the parking issues.

Mr. Whyte stated that the applicant would not be able to open the barber shop until the parking issues are resolved, either by a shared parking agreement or by securing off-site parking providing that the route is safe to pedestrians.

Mr. John Wright, Planning Commission Representative, addressed the Board giving a brief overview of the thought process and vote of the Planning Commission on this case.

As there were no other questions, Mr. Hipple opened the Public Hearing.

As no one wished to speak, Mr. Hipple closed the Public Hearing.

2. Adoption of the James City County Comprehensive Plan, "Toward 2035: Leading the Way"

A motion to Defer was made by John McGlennon and the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Jones, Hipple, McGlennon, Onizuk.

Absent: Kennedy.

Mr. McGlennon stated that Mr. Kennedy has requested that this Public Hearing be deferred due to his absence. He stated that he is supportive of that request. Mr. McGlennon made a motion to defer until the next scheduled meeting.

Ms. Jones stated that for the public that is planning to speak, not all of the Board members are in attendance tonight and she assumes that the Public Hearing will be left open.

Mr. Hipple recommended that the Board move through the process even if the Board votes to defer the case. He restated the motion to defer from Mr. McGlennon that the case is left open and deferred until the next meeting on June 23, 2015. He asked for a voice vote.

All the present Board members voiced their agreement

Mr. Onizuk asked for clarification regarding the speakers in attendance tonight, citizens are allowed to speak once at a Public Hearing, so if they speak tonight then they could not speak again at the next meeting regarding this case.

Mr. Hill stated correct.

Ms. Tamara Rosario, Principle Planner, addressed the Board giving an overview of the memorandum included in the Agenda Packet. She emphasized that over the past 18 months, members of the community have come together to share their vision for James City County and to fashion it into a document of goals, strategies and actions for implementation. The culmination of this work is the draft James City County Comprehensive Plan, *Toward 2035: Leading the Way*, which is presented today for the Board of Supervisors' consideration and approval.

As there were no questions for staff, Mr. Hipple asked Mr. Wright, Planning Commission representative, to come forward.

Mr. Wright stated that comments would be held until the next meeting and that Chairwoman Bledsoe would be in attendance.

As there were no other questions or comments from the Board or staff, Mr. Hipple opened the Public Hearing. Mr. Hipple stated that the Public Hearing would be left open until the next meeting so if citizens would like to hold their comments until the next meeting, then they are welcome to do so.

1. Mr. Frank Polster, 420 Hempstead Road, addressed the Board as the representative of Citizens for a Better James City County. He discussed the Land Use Applications included with the Comprehensive Plan and the continued use of the Primary Service Area as tool to control future growth. He requested that the Board table the discussions on the land use applications for Colonial Heritage, Hazelwood Tract, Taylor Tract and Kingsmill Woods Golf Course.

2. Ms. Judy Fuss, 3509 Hunters Ridge, addressed the Board regarding the continued use of the Primary Service Area stating that its integrity needs to be maintained. She stated her support of the Board reviewing the current Primary Service Area policy but urged the Board to deny LU-003-2014 and LU-006-2014. She also urged the Board to deny LU-007-2014, the Kingsmill Woods Golf Course.

3. Mr. Michael McGurk, 117 Jefferson's Hundred, addressed the Board as the representative of Kings~Mill United. He stated that his organization is not against all development, but they are looking for smarter development. He urged the Board to deny LU-007-2014, the Kingsmill Woods Golf Course as it is sandwiched between Busch Gardens and other property that is zoned for light industrial uses.

4. Ms. Elizabeth Friel, 167 Devon Road, addressed the Board as the representative of the Citizen Participation Team. She discussed the yearlong citizen engagement and input process for the Comprehensive Plan.

5. Mr. Keith Sadler, 9929 Mountain Berry Court, addressed the Board in support of the LU-006-2014., the Hazelwood Property, and LU-009-2014, the BASF Property, which would change the BASF property to Mixed Use.

6. Mr. Gary Massie, 8644 Merry Oaks Lane, addressed the Board in support of LU-001-2014, the Massie Property, and commended the Planning Commission for their willingness to work to develop the recommendation. He also spoke in support of LU-006-2014, the Hazelwood Property, and LU-003-2014, the Colonial Heritage Property.

7. Mr. Joseph Swanenburg, 3026 The Pointe Drive, addressed the Board regarding LU-007-2014, the Kingsmill Woods Golf Course and requested that the Board deny the application. He voiced his support for LU-006-2014, Hazelwood Property, and the LU-009-2014, BASF Property.

The remaining registered speakers requested to defer their comments to the June 23rd meeting when all Board members will be present.

Mr. Hipple stated that the Public Hearing will be left open until the next Regular Meeting on June 23, 2015 when all Board members will be present.

3. Case No. Z-0008-2014/MP-0004-2014. The Village at Candle Station Rezoning and Master Plan Amendment

A motion to Defer was made by Kevin Onizuk and the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Jones, McGlennon, Onizuk, Hipple.

Absent: Kennedy.

Mr. Jose Ribeiro, Planner II, addressed the Board stating that a video presentation has been prepared. The video presentation was shown to the Board and citizens that gave an overview of the case materials included in the Agenda Packet.

Mr. McGlennon stated that this is a pretty significant impact in the fiscal impact of the development, so why did staff not find this to be an important factor in the case.

Mr. Ribeiro stated that staff does recognize the importance of the fiscal impact; however, the case does meet all of the Board's approved policies for development. The applicant has updated their proposal to comply with the Housing Opportunities Policies and overall staff finds the proposal to be a positive one.

Mr. Onizuk asked if there will be any significant impacts to the surrounding properties.

Mr. Ribeiro stated no.

Mr. Hipple stated that Mr. Kennedy has requested that this case be deferred as well since it is in his district and he could not be present this evening.

Mr. Onizuk made a motion to defer the case until the June 23, 2015 Regular Meeting and to leave the Public Hearing open.

Mr. Hipple stated that the Planning Commission Chair would be in attendance at the next meeting to give an overview of the Planning Commission's vote and comments.

As there were no other questions for staff, Mr. Hipple opened the Public Hearing and asked the applicant to come forward.

1. Mr. Tim Trant, Attorney for the Applicant, addressed the Board stating that in light of the Board's desire to defer the case until Mr. Kennedy is present, that he would like to defer his comments until then as well.

The remaining registered speakers requested to defer their comments to the June 23rd meeting when all Board members will be present.

Mr. Hipple stated that the Public Hearing will be left open until the next Regular Meeting on June 23, 2015 when all Board members will be present.

4. Case No. ZO-0003-2015. Consideration of Amendments to the Zoning Ordinance – Article In General. Administrative fees, Amendments and variation of conditions, and Submittal Requirements

A motion to Approve was made by Kevin Onizuk and the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Jones, McGlennon, Onizuk, Hipple.

Absent: Kennedy.

Mr. Christopher Johnson, Principle Planner, addressed the Board giving a summary of the memorandum included in the Agenda Packet.

As there were no questions for staff, Mr. Hipple opened the Public Hearing.

As no one wished to speak, Mr. Hipple closed the Public Hearing.

5. Case No. ZO-0004-2015, A-1, General Agricultural, and Definition Amendments to Incorporate State Code Changes

A motion to Approve was made by Mary Jones and the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Jones, McGlennon, Onizuk, Hipple.

Absent: Kennedy.

Mr. Jason Purse, Zoning Administrator, addressed the Board giving an overview of the memorandum included in the Agenda Packet.

As there were no questions for staff, Mr. Hipple opened the Public Hearing.

As no one wished to speak, Mr. Hipple closed the Public Hearing.

6. Case No. ZO-0002-2015, B-1, General Business, and M-1, Limited Business/Industrial, Amendments to Incorporate Changes Made to Small-Scale Alcohol Production Definition

A motion to Approve was made by Kevin Onizuk and the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Jones, McGlennon, Onizuk, Hipple.

Absent: Kennedy.

Mr. Jason Purse, Zoning Administrator, addressed the Board giving an overview of the memorandum included in the Agenda Packet.

As there were no questions for staff, Mr. Hipple opened the Public Hearing.

1. Mr. Ed Oyer, 139 Indian Circle, addressed the Board questioning what emissions might be forthcoming from small-scale alcohol production.

Mr. Purse stated that small scale production is limited to specific amounts of product each year which is drastically less than production from a full-scale brewery type operation. He clarified that a full-scale brewery operation is limited to the M-2, General Industrial District.

As no one else wished to speak, Mr. Hipple closed the Public Hearing.

I. BOARD CONSIDERATION(S) - None

J. BOARD REQUESTS AND DIRECTIVES

Ms. Jones stated that she attended the Neighborhood Block Party, in Grove, along with Mr. McGlennon and Mr. Hipple. She stated that she attended the HRMFFA meeting and gave an update on legislative actions regarding to Veterans in our area and force reduction possibilities at Fort Eustis.

Mr. McGlennon stated that he attended the Business Appreciation Event, the GED graduation ceremony, the Literacy for Life Awards ceremony. He stated that he attended a ribbon cutting for a new Grove business, Nurse Call. He believes it is an innovative business that should serve the community and tourists well. He attended Clean the Bay Day, and is happy to report that less trash was collected than last year.

Mr. Onizuk stated that he has attended several year-end events throughout the school system and commended the schools and administration for another great school year.

Mr. Hipple stated that he gave greetings to the Letter Carriers Association at their conference here in the County. He stated that he and Mr. Hill attended the HRTAC meetings in Chesapeake, and to the event in Yorktown celebrating the voyage of Lafayette on the French frigate, Hermoine. He thanked Eel Snot, a local business, for expanding into the upper end of the County. He stated that he gave a speech at the GED graduation, and he really enjoyed that opportunity.

K. REPORTS OF THE COUNTY ADMINISTRATOR

1. County Administrator's Report

Mr. Hill stated that he attended the grand opening of Capital Mac in New Town, which is an authorized Apple distributor and repair center. He stated that a basketball fundraiser was held at the Rec Center and included eight teams. He stated that he was honored to speak at William & Mary about Local Government.

Mr. Hill announced the retirement of Fire Chief Tal Luton, and wished him all the best for his future.

Mr. Hill introduced Ms. Michelle Gowdy, the newly hired County Attorney.

Mr. Hill thanked Mr. Kinsman for all of his hard work and willingness to fill in in different areas.

Mr. Hill announced the REV3 Race to notify residents of potential traffic impacts. He also announced the Surrey Nuclear Power Plant test of the early warning system scheduled for tomorrow.

L. PUBLIC COMMENT - None

M. CLOSED SESSION - None

N. ADJOURNMENT

1. Adjourn until 4 p.m. on June 23, 2015 for the Work Session

A motion to Adjourn was made by John McGlennon and the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Jones, McGlennon, Onizuk, Hipple.

Absent: Kennedy.

At 8:33 p.m., Mr. Hipple adjourned the Board.

Bryan J. Hill
County Administrator

060915bos-min

ITEM SUMMARY

DATE: 8/11/2015
 TO: Board of Supervisors
 FROM: Angie Gilliam, Human Resources Director
 SUBJECT: Contract Award - Administration of Substance Abuse Program Services

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	Contract Award Memorandum	Cover Memo
<input type="checkbox"/>	Contract Award Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Human Resources	Gilliam, Angela	Approved	7/17/2015 - 3:14 PM
Publication Management	Burcham, Nan	Approved	7/17/2015 - 3:19 PM
Legal Review	Gowdy, Michelle	Approved	7/17/2015 - 4:10 PM
Board Secretary	Fellows, Teresa	Approved	7/21/2015 - 4:01 PM
Board Secretary	Kinsman, Adam	Approved	8/4/2015 - 12:52 PM
Board Secretary	Fellows, Teresa	Approved	8/4/2015 - 12:53 PM

MEMORANDUM

DATE: August 11, 2015

TO: The Board of Supervisors

FROM: Angela L. Gilliam, Director of Human Resources

SUBJECT: Contract Award – Administration of Substance Abuse Program Services

The Human Resource Department solicited competitive proposals for administration of substance abuse program services to serve the employees of James City County, James City Service Authority, Williamsburg Area Transit Authority, and the Williamsburg-James City County Public Schools. This contract includes the option to extend the contract for four one-year renewals.

The Request for Proposals (RFP) was publicly advertised and one proposal was received from Sentara Medical Group DBA Sentara Urgent Care – New Town Occupational Medicine, which currently has the contract to provide substance abuse services for James City County, James City Service Authority, Williamsburg Area Transit Authority, and the Williamsburg-James City County Public Schools.

The Evaluation Committee, composed of staff members from the Purchasing Division, Human Resources Department, Fire Department, Police Department, James City Service Authority, Williamsburg Area Transit Authority, and the Williamsburg-James City County Public Schools, reviewed the proposal.

Based on the evaluation criteria listed in the RFP, the Evaluation Committee determined that Sentara Medical Group DBA Sentara Urgent Care – New Town Occupational Medicine was fully qualified and its proposal suited the needs as defined in the RFP.

Staff recommends adoption of the attached resolution authorizing the award of the contract for administration of substance abuse services to Sentara Medical Group DBA Sentara Urgent Care – New Town Occupational.

ALG/nb
CA-SubAbuseProSrv-mem

Attachment

RESOLUTION

CONTRACT AWARD – ADMINISTRATION OF SUBSTANCE ABUSE PROGRAM SERVICES

WHEREAS, the Request for Proposals has been advertised and evaluated for the County’s substance abuse program services; and

WHEREAS, the firm listed in this Resolution was determined to be the best qualified to provide substance abuse program services; and

WHEREAS, upon evaluating the proposals, staff determined that the listed firm be approved by the Board of Supervisors to provide substance abuse program services; and

WHEREAS, the Board of Supervisors desires to offer County employees substance abuse program services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the County Administrator to execute an initial 12-month contract with option to renew for four additional years, one year at a time, with Sentara Medical Group DBA Sentara Urgent Care – New Town Occupational Medicine to provide substance abuse services to County and other qualified employees, as approved from time to time or required by law.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Bryan J. Hill
Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
JONES	_____	_____	_____
MCGLENNON	_____	_____	_____
ONIZUK	_____	_____	_____
KENNEDY	_____	_____	_____
HIPPLE	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 11th day of August, 2015.

CA-SubAbuseProSrv-res

ITEM SUMMARY

DATE: 8/11/2015
 TO: Board Supervisors
 FROM: Russell C. Seymour, Director Office of Economic Development
 SUBJECT: Economic Development Authority Appointments

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	Memorandum	Cover Memo
<input type="checkbox"/>	Letter of Support	Backup Material
<input type="checkbox"/>	EDA Applications On File	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development	Seymour, Russell	Approved	7/28/2015 - 3:35 PM
Publication Management	Burcham, Nan	Approved	7/28/2015 - 3:41 PM
Legal Review	Gowdy, Michelle	Approved	7/29/2015 - 8:41 AM
Board Secretary	Fellows, Teresa	Approved	7/29/2015 - 10:01 AM
Board Secretary	Kinsman, Adam	Approved	8/3/2015 - 2:14 PM
Board Secretary	Fellows, Teresa	Approved	8/3/2015 - 2:36 PM

MEMORANDUM

DATE: August 11, 2015
TO: The Board of Supervisors
FROM: Russell C. Seymour, Director of Economic Development
SUBJECT: Economic Development Authority Appointments

The James City County Economic Development Authority (EDA) has two Director terms that expire this summer. Ms. Leanne Dubois' term expired on June 30, 2015 and Ms. Robin Carson's term expires on August 1, 2015.

Ms. Dubois has decided not to seek reappointment, due to her professional commitments. The EDA and its nominating committee support and recommend Mr. Christopher Odle to fill the vacant Director position. Mr. Odle's term would expire on August 1, 2019.

Ms. Carson has requested reappointment and the EDA and its nominating committee fully support her reappointment. Ms. Carson's new term would expire on August 1, 2019.

Staff has included all of the current applications on file, as well as a Letter of Support from the Chairman of the EDA.

RCS/nb
EDA-Appts-mem

ITEM SUMMARY

DATE: 8/11/2015
 TO: The Board of Supervisors
 FROM: Teresa J. Fellows, Administrative Coordinator
 SUBJECT: Staff Appointment to the Colonial Community Criminal Justice Board

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	Memorandum	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	7/29/2015 - 4:01 PM
Board Secretary	Kinsman, Adam	Approved	8/3/2015 - 2:14 PM
Board Secretary	Fellows, Teresa	Approved	8/3/2015 - 2:36 PM
Publication Management	Brockmann, Grace	Approved	8/3/2015 - 2:53 PM
Legal Review	Gowdy, Michelle	Approved	8/3/2015 - 3:08 PM
Board Secretary	Fellows, Teresa	Approved	8/3/2015 - 3:11 PM
Board Secretary	Kinsman, Adam	Approved	8/4/2015 - 12:52 PM
Board Secretary	Fellows, Teresa	Approved	8/4/2015 - 12:53 PM

MEMORANDUM

DATE: August 11, 2015

TO: The Board of Supervisors

FROM: Teresa J. Fellows, Administrative Coordinator, Board of Supervisors Office

SUBJECT: Staff Appointment to the Colonial Community Criminal Justice Board

Mr. M. Douglas Powell was appointed to the Colonial Community Criminal Justice Board (CCCJB) when he was the Assistant County Administrator. As the General Manager of the James City Service Authority, it is no longer appropriate for him to continue serving on the CCCJB and he has requested to be replaced.

The Virginia Code §9.1-178 designates a minimum mandatory membership of Community Criminal Justice Boards which includes: A member from each governing body or a city or county manager, county administrator or executive, or assistant or deputy appointed by the governing body.

Staff recommends that Mr. Adam R. Kinsman, Assistant County Administrator, be appointed to fill the balance of the unexpired term. The appointment would be effective immediately and expire on March 31, 2016.

TJF/nb
CCCJB-mem

ITEM SUMMARY

DATE: 8/11/2015
 TO: The Board of Supervisors
 FROM: Jose-Ricardo L. Ribeiro, Senior Planner II
 SUBJECT: Case No. Z-0002-2015. Gilley Estates

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	Staff Report	Staff Report
<input type="checkbox"/>	Resolution	Resolution
<input type="checkbox"/>	Attachment No.2. Location Map	Minutes
<input type="checkbox"/>	Attachment No. 3. Minutes	Minutes
<input type="checkbox"/>	Attachment No. 4. Master Plan	Exhibit
<input type="checkbox"/>	Attachment No. 5. Green Space Easement Resolution	Exhibit
<input type="checkbox"/>	Attachment No. 6. Deed of Conservation Easement	Backup Material
<input type="checkbox"/>	Attachment No. 7. Proffers	Backup Material
<input type="checkbox"/>	Attachment No. 8 Proffer (Z-0027-1986)	Backup Material
<input type="checkbox"/>	Attachment No. 9. Proffer (Z-0004-2014)	Backup Material
<input type="checkbox"/>	Attachment No.10. Letter from Applicant	Backup Material
<input type="checkbox"/>	Attachment No. 11. Definition of "Agriculture, intensive"	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Holt, Paul	Approved	7/24/2015 - 11:48 AM
Development Management		Approved	7/30/2015 - 1:48 PM
Publication Management	Burcham, Nan	Approved	7/30/2015 - 2:17 PM
Legal Review	Gowdy, Michelle	Approved	7/30/2015 - 2:50 PM
Board Secretary	Fellows, Teresa	Approved	7/30/2015 - 3:08 PM
Board Secretary	Kinsman, Adam	Approved	8/3/2015 - 2:08 PM
Board Secretary	Fellows, Teresa	Approved	8/3/2015 - 2:36 PM

REZONING-0002-2015. Gilley Estates
Staff Report for the August 11, 2015, Board of Supervisors Public Hearing

This staff report is prepared by the James City County Planning Division to provide information to the Planning Commission and Board of Supervisors to assist them in making a recommendation on this application. It may be useful to members of the general public interested in this application.

PUBLIC HEARINGS

Planning Commission:
Board of Supervisors:

Building F Board Room; County Government Complex

July 1, 2015, 7:00 p.m.
August 11, 2015, 7:00 p.m.

SUMMARY FACTS

Applicant: Mr. William Holt of Kaufman & Canoles, P.C.

Land Owner: Regjag, L.L.C.

Proposal: A request to rezone ±150 acres from A-1, General Agricultural, and R-1, Limited Residential, with proffers, to A-1, General Agricultural, with amended proffers

Location/Tax Map: 318 Neck-O-Land Road, 4740100040
320 Neck-O-Land Road, 4740100041
229 Gatehouse Blvd., 4740100042D

Parcel Size: ± 40 acres
± 109 acres
± 1 acre
± 150 acres total

Existing Zoning: R-1, Limited Residential and A-1, General Agricultural, with proffers

Comprehensive Plan: Low Density Residential

Primary Service Area: Inside

STAFF RECOMMENDATION

With the proposed proffers staff finds the application compatible with surrounding zoning and development and consistent with the 2035 Comprehensive Plan. Staff recommends that the Board of Supervisors approve this application and accept the voluntary proffers.

Staff Contact: Jose Ribeiro, Senior Planner, III Phone: 253-6890

Proffers: Are signed and submitted in accordance with the James City County Proffer Policy.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of this application and acceptance of the voluntary proffers by a vote of 7-0.

Proposed Changes Made Since the Planning Commission Meeting

None.

PROJECT DESCRIPTION

Mr. William Holt, on behalf of REGJAC L.L.C., has applied to rezone three properties (±150 total acres) owned by the Gilley family commonly known as “Gatehouse Farms.” Currently, these properties are split-zoned R-1, Limited Residential, and A-1, General Agricultural (Attachment No. 4), with proffers and designated Low Density Residential by the 2035 Comprehensive Plan. Mill Creek and its tributaries and tidal marsh areas are located to the north and east of these properties. The Gatehouse Farms residential neighborhood, zoned R-1, is located to the west, and to the south is property being developed as part of the Peleg’s Point subdivision, zoned R-1 (Attachment No. 2). The properties subject to this rezoning application are part of the Gospel Spreading Church Farm Agricultural and Forestal District (AFD) and are under a conservation easement agreement with the County.

Approximately 85 acres is zoned A-1, with most of this area being natural open space (wooded area). Approximately 65 acres is zoned R-1, with most of this area currently being used for agricultural purposes. According to the applicant, activities related to farming were established on these properties as far back as 1905 and current agricultural activities include raising crops such as corn. Uses associated with agricultural activities are inconsistent with the current regulations governing the R-1, Limited Residential, zoning district. The purpose of this application is to eliminate the split-zoning of these properties so that they are consistently zoned A-1, bringing the current agricultural uses in compliance with the Zoning Ordinance and allowing for continued farming and agricultural activities. The proposed rezoning is also consistent with the agricultural character of Gospel Spreading Church Farm AFD and the conservation easement. Staff notes that there is one single-family dwelling unit located in the smallest of the three properties.

History of the Property

On July 30, 1987, the Board of Supervisors approved a rezoning for approximately 173 acres of property located behind the Gatehouse Farms residential neighborhood between Gatehouse Boulevard and Smoke House Lane from A-1, General Agricultural, A-2, Limited Agricultural, and R-1, Limited Residential, to R-1 and A-1, with proffers. It was anticipated that the 173-acre property would be developed in accordance with the residential zoning ordinance provisions in place at that time and the proffers accepted by the Board of Supervisors limited the number of dwelling units on the property to 136.

On June 25, 2013, the Board of Supervisors approved a resolution authorizing the purchase of a conservation easement as part of the Purchase of Development Rights (“PDR”) program covering a total of 242.5 acres on the Gilley property between the Gatehouse Farms subdivision and Mill Creek (Attachment No. 5). The Conservation Agreement (Attachment No. 6) permits the owners to subdivide three lots estimated at ± 50 acre each. No further subdivision rights have been retained and future development of the 136 dwelling units is no longer possible.

On July 22, 2014, the Board of Supervisors approved a proffer amendment eliminating the need for a recreational lot and comprehensive drainage analysis for the subject properties based on the number of dwelling units being limited to three ± 50 acres lot (Attachment No. 8).

On October 28, 2014, the Board of Supervisors renewed the Spreading Church Farm AFD which, per the request of the applicant, did not include a 3,200-square-foot area in order to allow for the storage of equipment and vehicles associated with commercial uses. A Special Use Permit (SUP) for the storage of equipment and vehicles associated with commercial uses was approved by the Board of Supervisors on December 9, 2014.

Conservation Easement-Determination of Consistency

According to the Deed of Conservation Easement, “the County’s acquisition of the conservation easement furthers the purpose of the PDR program in that such acquisitions, among, other things, ensures that the County’s resources are protected and efficiently used, establishes and preserves open space, and furthers the goals of the County’s Comprehensive Plan by protecting the County’s natural and scenic resources, conserving

biological diversity and natural wildlife habitat, promoting the continuation of agricultural and forestal activities and protecting the quality of the County's surface water and groundwater resources." To further contribute to the character of the conservation easement, limitations have been placed regarding the number of residential and accessory structures, size and location, allowed in these properties (refer to pages 2-3 of Attachment No. 6). The conservation easement also limits the type of uses permitted on the properties. Section 4(a) of the agreement states the following regarding land uses (page 4 of 22):

"All agricultural and/or forestal production of the Properties, as well as uses that are accessory to such agricultural and/or forestal production, as defined by Virginia Code §15.2-4302, shall be permitted without the prior written approval of the Grantee."

Uses which are not associated with agricultural and/or forestal production, but permitted by the Zoning Ordinance, must be approved by the Board of Supervisors. Section 4 (b) of the agreement states the following regarding unlisted uses (page 4 of 22):

"The Grantors may petition the County Board of Supervisors for approval to establish a use which is: (1) not otherwise prohibited herein, (2) consistent with the Deed of Easement, and (3) otherwise permitted on the Properties by the County Code."

Staff finds that the rezoning of these properties is consistent with, and contributes to, the preservation purposes established by the conservation easement. In order to mitigate potential impacts of agricultural and farming activities to adjacent residential neighborhoods, the applicant has proffered (Attachment No. 7) to eliminate uses associated with "agriculture, intensive," a permitted use in A-1 zoning district, from the "agricultural and/or forestal production of the properties" allowed by the conservation easement. According to the zoning ordinance, intensive agriculture is defined as "agricultural operations commonly known as confinement operations where large numbers of animals or poultry are confined to a relatively small space such as a hog, veal, and poultry pens, or houses, feedlots for livestock, and dairy farming operations" (refer to Attachment No. 11 for a complete definition of intensive agriculture).

PUBLIC IMPACTS

Archaeological Impacts

The subject property is not located within an area identified as a highly sensitive area in the James City County Archaeological Assessment and therefore an archaeological study is not required.

Environmental

Watershed: Powhatan Creek

The Engineering and Resource Protection Division (ERP) has no objections to this rezoning application. ERP staff notes that consistent with the terms of the recorded conservation easement all agricultural activities on the properties shall obtain coverage under a Soil and Water Quality Conservation Plan through the Colonial Soil and Water Conservation District. This requirement has been partially fulfilled by the submittal of a nutrient management plan with the Soil and Water Conservation District. In order to be fully in compliance with this requirement, the applicant has agreed to proffer a complete conservation plan, in accordance with the Chesapeake Bay Preservation Area Designation and Management Regulations 9VAC 25-830-140 (5)(b)(5), within 18 months of approval of this rezoning application.

Staff notes that parts of these properties, particularly areas to the rear located near Mill Creek and its tributaries, and the tidal marsh areas, are designated as resource protection areas (RPA) by the County and as conservation sites by the Department of Conservation and Recreation (DCR). The conservation natural heritage resource with this site is the Rare Skipper, a small, yellow-orange butterfly species that inhabits tidal marshes. According to the DCR, there are no State Natural Area Preserves under DCR's jurisdiction in the project vicinity. Staff notes that the majority of the area currently being used

for farming and agricultural purposes is located at the front of the properties and not within resource protection areas (RPAs) and areas known to contain natural heritage resources.

Public Utilities

The site is located inside the Primary Service Area. The James City Service Authority (JCSA) staff has reviewed this rezoning application and has no objections to the proposal.

Transportation

The subject properties have frontage on Smokehouse Lane and Gatehouse Boulevard and it is expected that farm equipment/vehicles will access both streets, consistent with the current usage of the property in recent years. This rezoning application which seeks to bring the current agricultural use of the properties to comply with the Zoning Ordinance is not expected to increase daily traffic.

COMPREHENSIVE PLAN

The properties are designated by the 2035 Comprehensive Plan as Low Density Residential. Recommended uses in Low Density Residential areas include residential, school, churches, very limited commercial and community-oriented facilities. Although agricultural and farming activities are not uses typically associated with Low Density Residential areas, the Comprehensive Plan recognizes the importance of open space design and resource protection measures for new developments by: 1) maintaining open fields or farm lands; 2) protecting land designated as conservations areas on development plans by perpetual conservation easement held jointly by James City County and a qualifying second party or dedicated to a land trust; and by 3) protecting wildlife habitats, high-ranking Virginia Department of Conservation and Recreation designated Natural Area and significant natural heritage resources, and other sensitive areas as open space. Staff finds this application to be consistent with the Low Density Residential designation of the 2035 Comprehensive Plan.

RECOMMENDATION

With the proposed proffers staff finds the application compatible with surrounding zoning and development and consistent with the 2035 Comprehensive Plan. Staff recommends that the Board of Supervisors approve this application and accept the voluntary proffers.

JR/nb
Z-02-15GilleyEstates

ATTACHMENTS:

1. Resolution
2. Location Map
3. Unapproved Minutes from the July 1, 2015, Planning Commission Meeting
4. Master Plan
5. Greenspace Easement Acquisition Resolution adopted June 25, 2013
6. Deed of Conservation Easement dated April 18, 2014
7. Proffers
8. Original Proffers Associated with Z-0027-1986
9. Amended Proffers Associated with Z-0004-2014
10. Letter from the Applicant dated May 14, 2015
11. Zoning Ordinance Definition of Uses Associated with “agriculture, intensive”

RESOLUTION

REZONING-0002-2015. GILLEY ESTATES

WHEREAS, in accordance with § 15.2-2204 of the Code of Virginia, 1950, as amended, and Section 24-15 of the James City County Zoning Ordinance, a public hearing was advertised, adjoining property owners notified, and a hearing scheduled on Zoning Case No. Z-0002-2015; and

WHEREAS, Mr. William Holt has applied to rezone properties located at 318 and 320 Neck-O-Land Road and 229 Gatehouse Boulevard, further identified as James City County Tax Map Nos. 4740100040, 4740100041, and 4740100042D (collectively, the “Properties”), from R-1, Limited Residential and A-1, General Agricultural with proffers to A-1, General Agricultural with amended proffers; and

WHEREAS, the Properties are designated Low Density Residential on the 2035 Comprehensive Plan Land Use Map; and

WHEREAS, on July 1, 2015, the Planning Commission recommended approval of the application by a vote of 7-0.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve Case No. Z-0002-2015 described herein and accepts the voluntary proffers.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Bryan J. Hill
Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
JONES	_____	_____	_____
MCGLENNON	_____	_____	_____
ONIZUK	_____	_____	_____
KENNEDY	_____	_____	_____
HIPPLE	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 11th day of August, 2015.

Z02-15GilleyEstates-res

JCC-Z-0002-2015

Gilley Estates



Unapproved Minutes of the July 1, 2015 Planning Commission Meeting

Case No. Z-0002-2015, Gilley Estates

Mr. José Ribeiro, Senior Planner, II, provided an overview the request to rezone three properties commonly known as “Gatehouse Farm.” Mr. Ribeiro stated that, these properties are currently split-zoned R-1, Limited Residential, and A-1, General Agricultural with proffers. Mr. Ribeiro stated that approximately 65 acres is zoned R-1, with most of this area being used for agricultural purposes. Mr. Ribeiro stated that uses associated with agricultural activities are inconsistent with the current regulations governing the R-1 zoning district. Mr. Ribeiro stated that the purpose of the request is to eliminate the split-zoning of these properties so that they are consistently zoned A-1, bringing the current agricultural uses in compliance with the Zoning Ordinance and allowing for continued farming and agricultural activities. Mr. Ribeiro further noted that the rezoning is consistent with the AFD designation and the conservation easement which exist on the property.

Ms. Bledsoe opened the floor for questions from the Commission.

There were no questions from the Commission.

Ms. Bledsoe called for disclosures from the Commissioners.

There were no disclosures.

Ms. Bledsoe opened the public hearing.

Mr. Will Holt, Kaufman and Canoles PC, 4801 Courthouse Street, stated that he represents the applicant. Mr. Holt provided a history of the property regarding both the zoning and the agricultural activities. Mr. Holt noted that the rezoning would limit the property to agricultural and forestal uses and that the voluntary proffers would prohibit intensive agricultural uses.

Mr. Wright inquired what crops were currently grown on the R-1 property.

Mr. Holt stated that the property generally produced corn and soybeans.

Mr. Wright inquired if those crops were also intended for the future use of the property.

Mr. Holt confirmed.

As no one else wished to speak, Ms. Bledsoe closed the public hearing.

Ms. Bledsoe opened the floor for Commission discussion.

Mr. Krapf stated that he is supportive of the application because it brings consistency to the property.

Mr. Richardson moved to approve the application with the voluntary proffers.

On a roll call vote, the Commission voted to recommend approval of Case No. Z-0002-2015, Gilley Estates, 7-0.

2-0002-2015

PLANNING DIVISION

MAY 19 2015

RECEIVED



A-1 REZONING EXHIBIT
PROPERTY OF
REGJAG, L.L.C.

James City County

Virginia

NO.	DATE	REVISION / COMMENT / NOTE

LandTech Resources, Inc.
 Surveying GPS Engineering
 3925 Midlands Road, Portsmouth, VA 23186
 Phone: (757) 565-1577 Fax: (757) 565-0782
 web: landtechresources.com

SCALE: 1" = 300'
 DATE: 4/6/2015
 JOB: 08-109
 DRAWN BY: WSF/PF
 SHEET: 1 OF 1

RESOLUTION

GREENSPACE EASEMENT ACQUISITION - REGJAG, LLC AND

LEIGH ANN GILLEY, TRUSTEE


WHEREAS, Regjag, LLC and Leigh Ann Gilley, Trustee, have offered to sell a conservation easement and six parcels to James City County; and

WHEREAS, conservation of these parcels would contribute to the goals of the James City County Comprehensive Plan; and

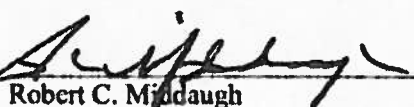
WHEREAS, conservation of these parcels would contribute to the cultural, historic, and scenic characteristics of the County; and

WHEREAS, the conservation of these parcels will protect the water quality of Mill Creek and reduce the traffic on Neck-O-Land and Jamestown Roads.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the purchase of a conservation easement on 241.6 acres owned by Regjag, LLC, consisting of Parcels 4740100040, 4740100041, 4740100042D, 4740100042E, and 4830100042, and .93 acres owned by Leigh Ann Gilley, Trustee, consisting of Parcel 4740100042F, in the amount of \$1,175,000.



John J. McGlennon
Chairman, Board of Supervisors

ATTEST:		VOTES			
		<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
 _____ Robert C. Middaugh Clerk to the Board	MCGLENNON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	JONES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	KENNEDY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	ICENHOUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	BRADSHAW	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of June, 2013.

Prepared by and return to:
County Attorney
101-D Mounts Bay Road
Williamsburg, Virginia 23185

140006461

NOTE TO TITLE EXAMINERS: This conservation and open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

April 18, 2014

JCC TAX ID NOS: 4740100040, 4740100041, 4830100042,
4740100042D, 4740100042E and 4740100042F

CONSIDERATION: \$1,175,000.00

THIS DEED IS EXEMPT FROM TAXATION UNDER VIRGINIA CODE
§§ 58.1-811 (A)(3)

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 18 day of April, 2014, by and between REGJAG, L.L.C., a Virginia limited liability company ("Regjag") and LEIGH ANN GILLEY, TRUSTEE under the provisions of the Leigh Ann Gilley Revocable Living Trust Agreement dated September 3, 2008 ("Gilley", and together with Regjag the "Grantors") and the COUNTY OF JAMES CITY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County" or the "Grantee" and, together with the Grantors, the "Parties").

WITNESSETH:

WHEREAS, Regjag is the owner in fee simple of five parcels of real property located in James City County, Virginia, identified as James City County Real Estate Tax Parcel Numbers 4740100040, 4740100041, 4740100042D, 4740100042E, 4830100042, four of which are further identified by addresses 318 and 320 Neck-O-Land Road and 229 and 231 Gate House Boulevard, one of which (Parcel No.: 4830100042) has no designated address, and all of which are more particularly described in Exhibit A (the "Regjag Properties"); and

WHEREAS, Gilley is the owner in fee simple of one parcel of real property located at 227 Gatehouse Boulevard in James City County, Virginia and further identified as James City County Real Estate Tax Parcel Number 4740100042F, as more particularly described in Exhibit B (the "Gilley Property" and, together with the Regjag Properties, the "Properties"); and

WHEREAS, under the County's Purchase of Development Rights Program (the "PDR Program"), codified as Chapter 16A in the Code of James City County, as amended (the "County Code"), the County is authorized to acquire perpetual conservation easements over qualifying

properties in order to accomplish the purposes of the PDR Program and the Open-Space Land Act (§§ 10.1-1700 *et seq.* of the *Code of Virginia*, 1950, as amended (the "Virginia Code")); and

WHEREAS, the Grantors and Grantee desire to protect in perpetuity the historic, aesthetic, agricultural and open-space values of the Properties, and Grantors have voluntarily agreed to have the Properties be subject to the terms, limitations, and obligations of this perpetual conservation easement; and

WHEREAS, the County's acquisition of the conservation easement identified herein furthers the purposes of the PDR Program in that such acquisition, among, other things, assures that the County's resources are protected and efficiently used, establishes and preserves open space, and furthers the goals of the County's Comprehensive Plan by protecting the County's natural and scenic resources, conserving biological diversity and natural wildlife habitat, promoting the continuation of agricultural and forestal activities, and protecting the quality of the County's surface water and groundwater resources (collectively, "Conservation Values"); and

WHEREAS, the Grantors have offered to sell a conservation easement upon the Properties and the County has agreed to pay the Grantors the sum of One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000.00) for this conservation easement, such sum being based upon the fair market value of the easement, as determined by a qualified appraiser; and

WHEREAS, the Virginia Department of Agriculture and Consumer Services ("VDACS") and the County have entered into an Intergovernmental Agreement (the "IGA") on December 31, 2012 to provide cooperation between VDACS and the County to implement VDACS's contribution of funds in support of the County's purchase of agricultural conservation easements.

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, the covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors hereby grant, convey, covenant, and agree as follows:

1. GRANT AND CONVEYANCE OF EASEMENT. The Grantors hereby grant and convey to the Grantee and its successors and assigns, with General Warranty and English Covenants of Title, a perpetual conservation easement in gross in, upon, and over the Properties (as are more particularly described in Exhibit A and Exhibit B attached hereto), establishing servitudes, obligations, and limitations restricting in perpetuity the use of the Properties in the manner set forth in this Deed of Easement.

2. EXISTING STRUCTURES. Existing structures on the Properties shall be authorized to continue only as follows:

(a) *Existing residential structures.* The single-family dwelling that exists on the Gilley Property (the "Existing Dwelling") shown on and more particularly described in the Baseline Study dated September 9, 2013, a copy of which is maintained in the County file (the "Baseline Study"), may continue in its current condition (reasonable wear and tear excepted), may be maintained, repaired, expanded upon up to five thousand (5,000) square feet of building footprint, relocated or replaced with the prior written consent of the Grantee, provided that minor repairs that do not materially alter the existing character of either dwelling (*e.g.*, repair of boards,

shutters, stairs, railings, shingles, windows, trim, moldings, gutters, etc.) may be completed without prior consent of the Grantee.

(b) *Existing non-residential structures.* The non-residential structures that exist on the Properties shown on and more particularly described in the Baseline Study (the "Existing Non-Residential Structures") may continue in their current condition (reasonable wear and tear excepted), and may be maintained, repaired, remodeled, rebuilt or removed. Any expansion, replacement, remodeling, rebuilding, maintenance or repair of any Existing Non-Residential Structure that materially alters its existing location or external character may be completed only with the prior written consent of the Grantee.

3. FUTURE STRUCTURES AND IMPROVEMENTS. No structure or other improvement shall be constructed, placed, situated, permitted or maintained on the Properties except as authorized according to the following:

(a) *Residential structures.* No more than one (1) additional residential dwelling shall be permitted on any future lot containing the Existing Dwelling currently owned by Leigh Ann Gilley. No more than two (2) residential dwellings shall be permitted on each of the two (2) additional lots which can be created on the Regjag Properties.

(b) *Accessory structures.* Accessory structures (as defined by the County Code) incidental to the Existing Dwelling or other dwellings permitted by this deed, or otherwise incidental to a *bona fide* agricultural or forestal use conducted on the Properties shall be permitted only with the prior written consent of the Grantee. Accessory structures shall be subject to the provisions of Section 3(e) below. Fencing not exceeding six feet (6') in height and duck blinds, boat lifts, and structures associated with water dependent activities shall be permitted without prior approval of the Grantee. One pier and shorefront boat launching area for each residence permitted by this deed shall be permitted; piers shall be eight feet (8') above mean high water, with decking not to exceed sixteen feet (16') in width. Piers shall be of a length necessary to reach navigable water. Boat lifts or covers and pier structures shall not exceed a height of twenty feet (20') above mean high water. Permitted accessory structures may be maintained, repaired, remodeled, rebuilt, expanded upon or replaced, provided that any expansion, replacement or remodeling that materially alters its existing location or external character may be completed only with the prior written consent of the Grantee.

(c) *Structure Size.* No single residential structure on the Properties may have a building footprint exceeding four thousand five hundred (4,500) square feet without the prior written consent of the Grantee. Barns permitted with Grantee consent pursuant to Section 3(b) above shall only be permitted upon developable land and shall not exceed six thousand (6,000) square feet of building footprint.

(d) *Impervious Surfaces.* The total area of all impervious surfaces on the Properties shall not exceed ten percent (10%) of the surface area of the Properties.

(e) *Structure Location.* No building or structure shall be located within one hundred feet (100') of any public road without the prior written consent of the Grantee.

(f) *Public or private utilities.* Public or private utilities constructed in whole or in part to serve the Properties shall be permitted. Public or private utilities to be constructed in whole or in part to serve other properties shall not be constructed on, under, or over the Properties unless Grantee determines that the construction and maintenance of such utilities will not impair the Conservation Values of the Properties and gives its prior written approval for such construction and maintenance. Approval or disapproval of such construction and maintenance shall take into consideration the visibility and any other adverse impact of such utilities on the conservation values of the Properties.

4. FUTURE USES. No use may be made of or established on the Properties except as authorized, permitted, and approved in this Deed of Easement.

(a) *Uses permitted by right.* All agricultural and/or forestal production of the Properties, as well as uses that are accessory to such agricultural and/or forestal production, as defined by Virginia Code § 15.2-4302, shall be permitted without the prior written approval of the Grantee to the extent such uses are: (1) permitted by the County Code; and (2) otherwise consistent with the terms and purposes of this Deed of Easement.

(b) *Unlisted uses.* The Grantors may petition the County Board of Supervisors for approval to establish a use which is: (1) not otherwise prohibited herein, (2) consistent with this Deed of Easement, and (3) otherwise permitted on the Properties by the County Code. Nothing in this Deed of Easement shall be construed so as to require the County Board of Supervisors to grant any such petition.

5. CONFIGURATION/SUBDIVISION OF THE PROPERTY. The Properties are currently comprised of six (6) parcels totaling approximately two hundred forty two and one-half (242.5) acres. The Parties acknowledge and agree that it is the intent and purpose of this Deed of Easement that the Properties may be subdivided or the boundary lines reconfigured into no more than three (3) lots or parcels containing developable land, and accordingly no subdivision or boundary line reconfiguration of the Properties shall be made in contradiction of that purpose and intent. Marsh, resource protection areas, wetlands, and other undevelopable property may be divided into one or more parcels in addition to the three (3) lots or parcels referenced above, to permit ownership by a family entity or out conveyance, all in accordance with the restrictions contained herein. Any such parcel(s) of undevelopable land shall not be eligible for development of commercial or residential structures, or any other structure except those associated with hunting or fishing activities. Final parcel boundaries will be set at the time of final subdivision approval. Minor boundary line adjustments are permitted with the prior written approval of the Grantee.

6. GRADING, EXCAVATION, EARTH REMOVAL, BLASTING, AND MINING. No grading, excavation, earth removal, blasting or mining of the Properties shall be made or conducted except as expressly permitted herein. Earth removal, except for activities incidental to a *bona fide* agricultural or forestry operation, and blasting are prohibited on the Properties. The exploration for, or development and extraction of minerals and hydrocarbons by mining or any other method is prohibited on the Properties. Grading and excavation is permitted on the Properties for activities incident to the uses permitted by this Deed of Easement (including, without limitations, driveways serving the lots created hereunder), provided that any

such grading or excavation shall not materially alter the topography of the Properties. Grading and excavation shall be permitted for dam construction to create private conservation ponds with the prior written approval of the Grantee, and grading and excavation shall be allowed during the construction of permitted structures or associated improvements as it relates to such construction. Common and customary agricultural or forestal activities such as plowing, maintenance and repair of existing or permitted farm, driveway, and logging roads and hunting trails, erosion control and restoration of storm damaged, eroded or other degraded areas are permitted activities that do not materially alter the topography of the Properties.

7. MANAGEMENT OF AGRICULTURAL AND FORESTAL RESOURCES.

(a) *Management of Forest.* All silvicultural activities on the Properties shall conform to a Forest Stewardship Plan (the "FSP") prepared by professionals, at Grantor's expense, which FSP shall be approved by the Grantee. The FSP shall include recommended Forest Best Management Practices and other scientifically based recommendations as may be appropriate for protecting the health of the forest, controlling erosion, protecting water quality and providing wildlife habitat. The FSP shall be professionally updated no later than every five (5) years at Grantors' expense. Grantors shall provide Grantee a copy of the FSP and each subsequent FSP update for review and approval. A Pre-Harvest Plan consistent with the FSP shall be submitted by Grantors to the Grantee for approval no earlier than one year nor later than forty-five (45) days prior to the anticipated commencement of any material timber harvest. If an aspect of the harvest activities is inconsistent with one or more purposes of this conservation easement, the Grantee reserves the right to require modifications to the harvest activities that will minimize such impacts. Without limiting the foregoing requirement regarding submission of pre-harvest plans, Grantee shall be notified no later than forty-five (45) days prior to the clearing of over ten (10) acres of forestland for conversion into grassland or crop land or in association with the construction of permitted buildings or the installation of permitted roads or permitted accessory uses.

(b) *Agriculture.* All agricultural activities on the Properties shall conform with a Farm Conservation Plan ("FCP") prepared at Grantor's expense by a qualified agricultural professional. The FCP shall include recommended Agricultural Best Management Practices, an implementation schedule and other scientifically based recommendations as may be appropriate for protecting the soil and natural resources and enhancing water quality. The FCP shall be updated at Grantors' expense no later than every three (3) years by a certified professional and approved as specified above. The Grantors shall provide the Grantee with a copy of the FCP, including updates.

8. ACCUMULATION OF WASTE MATERIAL. There shall be no accumulation or dumping of trash, refuse, or junk (including, without limitation, old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous material) on the Properties. This restriction shall not prohibit customary agricultural, horticultural, or wildlife management practices including, but not limited to, establishing brush, compost piles, or the routine and customary short-term accumulation of household trash.

9. NOTICE AND PERMISSION.

(a) *Notice.* Whenever notice is to be given pursuant to any of the provisions of this Deed of Easement, or where a request for required consent or permission is to be submitted to the Grantee, or for a change of notice address, such notice or request for consent or permission shall be in writing and shall be deemed to have been given upon (i) delivery by hand, (ii) three days after deposit in the U.S. mail with postage prepaid, for delivery by certified mail, return receipt requested, or (iii) one day after delivery to a recognized national courier service for overnight delivery to:

If to Grantor: REGJAG LLC
Attn: R. Edwin Gilley II
223 Gatehouse Blvd.
Williamsburg, VA 23185

And

Leigh Ann Gilley
227 Gatehouse Blvd.
Williamsburg, VA 23185

With Copy to: Gregory R. Davis, Esq.
Kaufman & Canoles, P.C.
P.O. Box 6000
Williamsburg, VA 23188

If to County: County Administrator
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23187-8784

With Copy To: County Attorney
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23187-8784

If to VDACS: Virginia Department of Agriculture and Consumer Service
Commissioner's Office
102 Governor Street
Richmond, VA 23219

(b) *Permission.* When permission of the Grantee is sought by the Grantors, the Grantors shall submit such request and any supporting documentation in writing to the County Administrator. The request shall be considered by the Board of Supervisors at a public meeting. If no action is so taken by the Grantee, within sixty (60) days of the date of the request, absent agreement by the parties to the contrary, the Grantors shall have the right to require that the issue be placed on the agenda of the Board of Supervisors at its next meeting. Nothing in this

Deed of Easement shall be construed as obligating the County to give or grant any requested permission.

10. MISCELLANEOUS PROVISIONS.

(a) *No public right-of-access to Properties.* This Deed of Easement does not create, and shall not be construed to create, any right of the public to enter upon or to use the Properties or any portion thereof, except as Grantors may otherwise allow in a manner consistent with the terms of this Deed of Easement and the PDR Program.

(b) *Continuation.* The covenants, terms, conditions, servitudes, and restrictions of this Deed of Easement shall apply to the Properties as a whole, shall run with the land perpetually and be binding, upon the parties, their successors, assigns, successors in title, personal representatives, and heirs, and be shall considered a servitude running with the land in perpetuity.

(c) *Enforcement.* In addition to any remedy provided by law or equity to enforce the terms of this Deed of Easement, the parties shall have the following rights and obligations:

(i) Monitoring. Employees or agents of Grantee may enter the Properties from time to time, at reasonable times, for the purpose of monitoring compliance with the terms of this Deed of Easement. The Grantee shall give fourteen (14) days prior notice before entering the Properties.

(ii) Baseline Data. In order to establish the present condition of the Properties, the Grantee has examined the Properties and prepared an inventory of relevant features, conditions, and improvements included in the Baseline Study which is incorporated herein by this reference. A copy of the Baseline Study has been provided to Grantors, and the original Baseline Study shall be placed and remain on file with Grantee in the Office of the County Attorney. The Grantors and Grantee agree that the Baseline Study is an accurate representation of the Properties at the time of this grant and is intended to serve as an objective information baseline for monitoring compliance with this Deed of Easement. The Grantors and Grantee further agree that in the event a controversy arises with respect to the condition of the Properties or a particular resource thereof, the Grantors and Grantee shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy.

(d) *Action at law inadequate remedy.* The Parties agree that monetary damages would not be an adequate remedy for the breach of any terms, conditions and restrictions herein contained, and therefore, in the event that the Grantors, their successors, assigns, or successors in title violate or breach any of the terms, conditions and restrictions herein contained, the Grantee, its successors, or assigns, in addition to all other remedies available at law and in equity, may institute a suit, and shall be entitled, to enjoin by *ex parte* temporary injunction and/or permanent injunction such violation and to require the restoration of the Properties to its prior condition.

(e) *Restoration.* Upon any breach of the terms of this Deed of Easement by Grantors, their successors, assigns, or successors in title, Grantee may require by written demand to the Grantors, or to the successor owner(s) of the portion(s) of the Properties upon which such breach occurs, if such portion is no longer owned by one of the Grantors, that the Properties be restored promptly to the condition required by this Deed of Easement. Furthermore the Grantee retains the right, but not the obligation, to enter upon the Properties and to restore the Properties to a condition consistent with the terms of this Deed of Easement and assess the costs of such restoration against the owner(s) of the parcel in violation of this Deed of Easement. Such assessed costs, together with collection costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the parcel or parcels for which costs of restoration were assessed. Such assessments for restoration costs, together with collection costs and reasonable attorney's fees, shall also be the personal obligation of the owner(s) of the applicable parcel(s) at the time when the restoration costs were assessed for which Grantee may bring an action at law to recover. No such lien shall affect the rights of a subsequent *bona fide* purchaser for value unless a memorandum of such lien was recorded among the land records prior to such purchase, and such lien shall be subordinate to any deed of trust recorded prior to the recordation of a memorandum of such lien.

(f) *Failure to enforce does not waive right to enforce.* The failure of Grantee to enforce any right, provision, covenant, restriction term or condition of this Deed of Easement shall not constitute a waiver of the right of the Grantee to enforce such right, provision, covenant, restriction, term or condition in the future. All rights, remedies and privileges granted to the Grantee pursuant to any term, provision, covenant, restriction, or condition of this Deed of Easement shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the Grantee from exercising such other privileges as may be granted by this Deed of Easement, or at law or in equity. Furthermore, the Grantors, and their successors, assign, and successors in title hereby waive any defense of laches, estoppel, or prescription. Further, VDACS retains its rights pursuant to Section 2.h of the IGA to bring action in a Court of law for specific performance of the Grantee or its successors' and assigns' enforcement responsibility.

(g) *Costs of enforcement.* Any reasonable, documented costs incurred by the Grantee in enforcing the terms of this Deed of Easement against the Grantors, their successors, assigns, and successors in title, including, without limitation, costs of suit and reasonable attorneys' fees shall be borne by the Grantors, their successors, assigns, and successors in title, provided, however, if the Grantors, their successors, assigns, and successors in title, prevail in any claim, litigation, or administrative order or ruling, the Grantee shall not be entitled to any of the costs or fees described herein.

(h) *No right of enforcement by the public.* This Deed of Easement does not create, and shall not be construed to create, any right of any member of the public, exclusive of the County itself, to maintain a suit for any damages against the Grantors for any violation of this Deed of Easement.

(i) *Extinguishment and exchange.* The Parties intend that this conservation easement be perpetual and not extinguished, and agree that extinguishment of the conservation easement is not permitted under the Open Space Land Act (Virginia Code §§ 10.1-1700 *et seq.*),

except in conformity with Virginia Code § 10.1-1704, or successor provision. The Parties further agree that the Properties shall not be converted or diverted, as the Open-Space Land Act employs those terms, from the uses permitted by the Deed of Easement until and unless: (i) the Commissioner of VDACS, or the Commissioner's designated agent (referred to collectively hereinafter as "Grant Manager"), with the Grantee's concurrence, certifies that such conversion or diversion satisfies the requirements of Virginia Code § 10.1-1704, or successor provision; and (ii) twenty-five (25) years have elapsed between the recordation date of this Deed of Easement and the date of the Grantor's petition to the County Board of Supervisors for such conversion or diversion, which shall conform to all procedures and requirements set forth in the PDR Ordinance (County Code Chapter 16A) on the recordation date of this Deed of Easement. Furthermore, the Parties intend and agree that pursuant to any decision by the County Board of Supervisors, with the Grant Manager's concurrence, to extinguish this Deed of Easement the Grantor shall convey to the Grantee a Deed of Easement on a different but similar parcel approved by the Grantee, located in James City County and in accordance with the PDR Ordinance in place at the time of the recording of this Deed of Easement.

(j) *Property right.* Grantors agree that Grantee's purchase of the perpetual conservation easement, servitudes, conditions, limitations, and restrictions contained in this Deed of Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation easement at the time of the purchase bears to the value of the Properties as a whole, exclusive of the value of all improvements, at that time, which is forty-seven percent (47.00%) as established by the appraisal conducted by Simerlein Appraisals Ltd., dated October 30, 2012 and amended by letter dated April 12, 2013. If a subsequent unexpected change in the conditions surrounding the Properties make impossible or impractical the continued use of the Properties for the conservation purposes specified herein, and the restrictions set forth in this Deed of Easement are extinguished, whether in whole or part, by a judicial proceeding, such extinguishment shall also satisfy the requirements of the Open-Space Land Act and Chapter 16A of the County Code. The Grantee, upon a sale, exchange or involuntary conversion due to an extinguishment, shall be entitled to a portion of any monetary proceeds derived therefrom, which shall be determined by multiplying the proceeds for the land taken (but not proceeds for improvements or damages to the residue or any other award) by the proportionate value established above. VDACS shall be entitled to a share of Grantee's proceeds proportional to VDACS's contribution toward the total reimbursable costs that Grantee actually incurs in the course of purchasing this conservation easement, as evidenced by the completed claim for reimbursement required under Paragraph 1(b) of the IGA. The Grantee shall not receive any portion of the proceeds attributable to improvements, timber or crops.

All proceeds to which Grantee is thereafter entitled to retain from such sale, exchange or involuntary conversion shall be used by the Grantee in a manner consistent with the original conservation purposes of this Deed of Easement and the Open-Space Land Act.

(k) *Notice of proposed transfer or sale.* The Grantors, their successors, assigns, and successors in title shall notify the Grantee in writing at the time of closing on any transfer or sale of any of the Properties or any portion thereof. In any deed conveying all or any part of the Properties, this Deed of Easement shall be referenced by recorded instrument number in the deed of conveyance and Grantors, their successors, assigns, and successors in title shall

cause such deed to state that this Deed of Easement is binding, upon all successors in interest in the Properties in perpetuity.

(l) *Severability.* If any provision of this Deed of Easement is determined to be invalid by a court of competent jurisdiction, the remainder of this Deed of Easement shall not be affected thereby. The Grantors, their successors, assigns, and successors in title, shall remunerate Grantee for the proportionate loss of value in the Conservation Easement as determined by the County Board of Supervisors due to any invalidated provision.

(m) *Recordation.* Upon execution by the Parties, this Deed of Easement shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court for the City of Williamsburg and the County of James City, Virginia.

(n) *Authority to convey easement.* The Grantors covenant that they are vested with good title to the Properties and may convey this Deed of Easement.

(o) *Authority to accept easement.* The Grantee is authorized to accept this Deed of Easement pursuant to Virginia Code § 10.1-1701.

(p) *Proceeds from eminent domain.* If all or any part of the Properties is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to extinguish the terms of this Deed of Easement, in whole or part, Grantors and Grantee shall act jointly to recover the full value of the interests in the Properties subject to the taking and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantors and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount received. Grantee's share of the balance of the amount recovered shall be determined by multiplying the proceeds by the proportionate value established in Section 10(j), above. In addition, VDACS shall be entitled to a share of Grantee's proceeds proportional to VDACS's contribution toward the total reimbursable costs that Grantee actually incurs in the purchase of this conservation easement, as evidenced by the completed claim for reimbursement required under Paragraph 1(b) of the IGA. Grantee shall have the right to appear as a party in any eminent domain proceeding concerning the Properties.

(q) *Transfer of easement by Grantee.* Neither Grantee nor its successors and assigns may convey or lease the conservation easement established and conveyed hereby unless the Grantee conditions the conveyance or lease on the requirements that: (1) the conveyance or lease is subject to contractual arrangements that will assure that the Properties are subject to the restrictions and conservation purposes set forth in this Deed of Easement, in perpetuity; and (2) the transferee is an organization then qualifying as an eligible donee as defined by Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder, or is a public body within the meaning of Virginia Code § 10.1-1700. Further, as per section 6 of the IGA, neither the County nor its successors or assigns may assign this Deed of Easement without the prior written approval of (i) the Grant Manager, and (ii) the Grantors.

(r) *Construction.* This Deed of Easement shall be construed to promote the purposes of this Deed of Easement and the PDR Program.

(s) *Liability and indemnification.*

(i) Grantors agree that neither Grantee nor VDACS has any obligations, express or implied, relating to the maintenance or operation, safety, or control of the Properties. Neither the Grantee nor VDACS shall have any duty to any occupant, user or other party entering upon the Properties, except as set forth herein.

(ii) Grantors warrant that Grantors have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Properties and agree that Grantors, their successors, assigns, and successors and title will hold harmless, indemnify, and defend Grantee, VDACS and VDACS's counsel from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or out of the existence, actual or alleged, of any and all environmentally hazardous or toxic substances or materials on or under the Properties.

(iii) Violation of this Deed of Easement by the owner of one lot or parcel of the Properties shall not create joint and several liability on the part of any other lot or parcel owner(s) and/or party(ies) to this Deed of Easement.

(t) *Taxes and assessments.* Grantors, their successors, assigns, and successors in title shall be responsible for paying all taxes, levies, assessments and other governmental charges levied on or assessed against the Properties.

(u) *No warranty as to tax benefits to Grantors.* The Grantors and the Grantee hereto agree and understand that any value of this conservation easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in IRS regulations (see 26 C.F.R. § 1.170A-13(c)(5)), and that the appraisal is subject to review, audit, and challenge by all appropriate tax authorities. Neither the Grantee, VDACS, nor VDACS's counsel makes any express or implied warranties regarding whether any tax benefits will be available to the Grantors from the sale of this conservation easement, whether any such tax benefits might be transferable, or whether there will be any market for any tax benefits that might be transferable.

(v) *Controlling law.* The interpretation and performance of this Deed of Easement shall be governed by the laws of the Commonwealth of Virginia.

(w) *Entire agreement.* This instrument sets forth the entire agreement of the Parties with respect to this Deed of Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Deed of Easement, all of which are merged herein.

(x) *Amendments.* This Deed of Easement may be amended only with the written consent of the Grantee and Grantors, and such amendment shall be duly recorded. No amendment shall affect the rights of VDACS pursuant to the IGA, including, but not limited to, VDACS's rights pursuant to sections 2.e-h of the IGA. Any amendment shall be at the sole

discretion of the Grantee, and shall be consistent with the Open-Space Land Act and Chapter 16A of the County Code. Any such amendment shall also be consistent with the overall purposes and intent of this Deed of Easement. VDACS shall be notified of any amendment to this Deed of Easement.

WITNESS the following signatures and seals:

REGJAG, L.L.C.

By: R. Edwin Gilley II
R. Edwin Gilley II
Title: Member and Manager.

By: Leigh Ann Gilley
Leigh Ann Gilley
Title: Member and Manager

By: Terri Lynn Gilley
Terri Lynn Gilley
Title: Member and Manager

COMMONWEALTH OF VIRGINIA
County of James City, to-wit:

The foregoing Deed of Easement was signed, sworn to and acknowledged before me this 18 day of April, 2014, by R. Edwin Gilley, II, member and manager of REGJAG, L.L.C., Grantor.

WITNESS my signature and notarial seal.

[SEAL] **Susan H. Finkel**
Notary Public 139578
Commonwealth of Virginia
Notary Expires: 11/30/2016
My Commission expires: _____

[Signature]
Notary Public

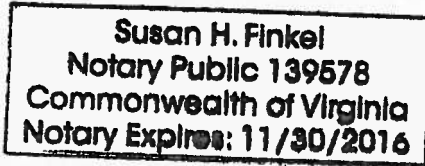
(Notary and Signatures continue on following pages)

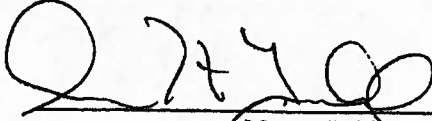
COMMONWEALTH OF VIRGINIA
County of James City, to-wit:

The foregoing Deed of Easement was signed, sworn to and acknowledged before me this 18 day of April, 2014, by Leigh Ann Gilley, member and manager of REGJAG, L.L.C., Grantor.

WITNESS my signature and notarial seal.

[SEAL]





Notary Public

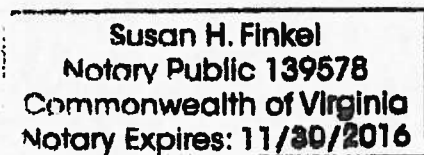
My Commission expires: _____

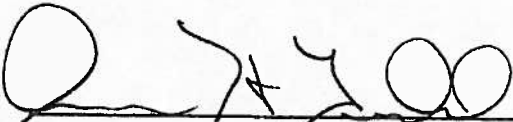
COMMONWEALTH OF VIRGINIA
County of James City, to-wit:

The foregoing Deed of Easement was signed, sworn to and acknowledged before me this 18 day of April, 2014, by Terri Lynn Gilley member and manager of REGJAG, L.L.C., Grantor.

WITNESS my signature and notarial seal.

[SEAL]





Notary Public

My Commission expires: _____

SIGNATURES AND NOTARY CLAUSE CONTINUED ON NEXT PAGE

LEIGH ANN GILLEY, TRUSTEE
under the provisions of the Leigh Ann
Gilley Revocable Trust dated September 3,
2008

Leigh Ann Gilley

COMMONWEALTH OF VIRGINIA

City/County of JAMES CITY, to-wit:

The foregoing Deed of Easement was signed, sworn to and acknowledged before me this
18 day of April, 2014, by Leigh Ann Gilley, Trustee under the provisions of the
Leigh Ann Gilley Revocable Trust dated September 3, 2008, Grantor.

WITNESS my signature and notarial seal.

[SEAL] **Susan H. Finkel**
Notary Public 139578
Commonwealth of Virginia
Notary Expires: 11/30/2016

Susan H. Finkel
Notary Public

Commission expires: _____

My Registration no. is: _____

The form of this Deed of Easement is approved, and pursuant to Resolution of the Board of Supervisors of James City County, Virginia, duly executed on the 25th day of June, 2013 and this conveyance is hereby accepted on behalf of said County.

4/18/14
Date

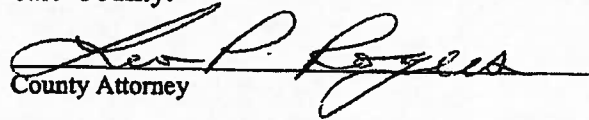

County Attorney

EXHIBIT A

Tract No. 1 (4740100040 and 4740100041)

All those certain lots, piece or parcels of land with the buildings and improvements thereon and the appurtenances thereunto belonging or in anywise appertaining, lying, being and situate in Roberts District (formerly Jamestown District), James City County, Virginia, and more fully shown, set forth and designated as PARCEL "A", PARCEL "B", PARCEL "C", and PARCEL "D" on that certain plat entitled, "Plat of Properties of Gate House Dairy, Inc., and Willard Gilley, Jamestown District, James City County, Virginia", dated May 22, 1971, by Douglas E. White, CLS, a copy of which said plat is duly of record in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia in Plat Book 28, Page 47.

The foregoing described property is also described as the following four parcels:

Parcel No.: 1

All that certain lot or parcel of land, together with the buildings and improvements thereon, and the appurtenances thereunto belonging, lying, being and situated in Roberts District (formerly Jamestown District), James City County, Virginia, containing, one (1) acre of land lying to the northeast of Parcel No. 2, hereinafter described. Said one acre of land fronts 104.35 feet on Virginia State Highway 682, sometimes known as Virginia State Highway 608, and also known as Neck O'Land Road, and formerly known as Jamestown Road, and extends back 417.12 feet from said State Highway, and is bounded by said State Highway, the lands now or formerly belonging to Jess H. Jackson and James W. Anderson, and Parcel No. 2. hereinafter described.

Parcel No. 2

All that certain lot, piece or parcel of land with the buildings and improvements thereon and the appurtenances thereunto belonging or in anywise appertaining, lying, being and situate in Roberts District (formerly Jamestown District), James City County, Virginia, and more fully shown, set forth and designated as Parcel "A" on that certain plat entitled, "Plat of Properties of Gate House Dairy, Inc., and Willard Gilley, Jamestown District, James City County, Virginia", dated May 22, 1971, by Douglas E. White, CLS, a copy of which said plat is duly of record in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia in Plat Book 28, Page 47, and on which said plat the property herein described is more particularly shown, set forth and designated as commencing at an iron pipe on the southerly side of Virginia State Route 682, also known as Neck O'Land Road, at a point where the property hereby described, the right of way of said Route 682 and the Parcel D as shown on said plat converge (said Parcel D being the same as Parcel 1 as hereinabove set forth); thence, S 46°59'03" E along the line of the property hereby conveyed through

several iron pipes, and the line of the property now or formerly standing in the name of Jess H. Jackson, et al, the distance of 4345.48 feet to an iron pipe at a point where the property hereby described, the property now or formerly of James F. Ayres and the property of REGJAG, L.L.C. converge; thence, S 72°53'38" W the distance of 49.64 feet to an iron pipe; thence, N 51°7'49" W the distance of 200.03 feet to an iron pipe; thence, N 62°37'08" W a distance of 150.73 feet to an iron pipe; thence S 31°08'07" E the distance of 248.58 feet to an iron pipe; thence, S 40°03'32" E the distance of 307.36 feet to an iron pipe; thence, S 13°41'32" W the distance of 208.48 feet to an iron pipe; thence, N 23°51'06" W the distance of 125.92 feet to an iron pipe; thence, N 62°34'47" W the distance of 306.22 feet to an iron pipe; thence, N 16°29'55" W the distance of 201.20 feet to an iron pipe; thence N 63°45'44" W, the distance of 154.97 feet to an iron pipe; thence, S 34°33'04" E the distance of 123.64 feet to an iron pipe; thence, S 05°20'43" E the distance of 295.64 feet to an iron pipe; thence, N 64°26'51" W the distance of 104.02 feet to an iron pipe; thence, N 36°59'38" W the distance of 79.40 feet; thence, N 53°19'49" W the distance of 186.49 feet to an iron pipe; thence, N 69°00'35" W the distance of 52.54 feet to an iron pipe at a point where the property hereby conveyed, the property formerly belonging to Willard Gilley and Evelyn S. Gilley, and the property of REGJAG, L.L.C. converge; thence, N 46°59'37" W the distance of 3821.90 feet along the line of the property hereby described and the property formerly belonging to Willard Gilley and Evelyn S. Gilley to the iron pipe on the southerly side of Route 682; thence along the line of the property hereby described and the right of way of said Route 682; thence, N 43°4'43" E the distance of 640.57 feet to an iron pipe, the point of departure.

Parcel No. 3

ALL that certain lot, piece or parcel of land together with the appurtenances thereunto belonging, or in any wise appertaining, lying, being and situated in Roberts District (formerly Jamestown District), James City County, Virginia, and more fully shown, set forth and designated on a certain blue print plat entitled, "Plat of Properties of Gate House Dairy, Inc., and Willard Gilley, Jamestown District, James City County, Virginia", dated May 22, 1971, made by Douglas E. White, CLS, a copy of said blue print plat is duly of record in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, and on which plat the property herein described is more particularly shown, set forth and designated on said plat as Parcel "B". The property hereby described commences at an iron pipe on the southerly side of Virginia State Route 682 and the property formerly standing in the name of James F. Ayers (shown Ayres on plat); thence, along the line of the property hereby described and the right of way of said Virginia State Route 682, N 43°04'43" E, a distance of 1177.75 feet to an iron pipe at a point where the property hereby conveyed, the right of way of said Virginia State Route 682 and the property standing formerly in the name of Gate House Farm, Inc., formerly known as Gate House Dairy, Inc., S 46°59'37" E, a distance of 3821.90 feet to an iron pipe at a point where the property hereby described the property formerly of Gate House Farm, Inc., formerly known as Gate House Dairy, Inc., and the property of REGJAG, L.L.C.

converged; thence, along the line of the property hereby described and the property of REGJAG, L.L.C. as shown on said plat as marsh land to an iron pipe and following the division line as shown on said plat between the marsh land and the wood land to the aforesaid iron pipe being a point where the property hereby conveyed, the property of the REGJAG, L.L.C., and the property formerly standing in the name of James F. Ayers converge; thence, along the line of the property hereby conveyed and the property of James F. Ayers as aforesaid, N 46°59'37" W, a distance of 4110.33 feet to the iron pipe on Virginia State Route 682 being the point of departure. The parcel hereby described contains 123.54 acres, more or less, but is encumbered in gross and not by the acre.

Parcel No. 4

ALL that certain lot, piece or parcel of land together with the appurtenances thereunto belonging, or in any wise appertaining, lying, being, and situated in Roberts District (formerly Jamestown District), James City County, Virginia, and more fully shown, set forth and designated on a certain blue print plat entitled, "Plat of Properties of Gate House Dairy, Inc., and Willard Gilley, Jamestown District, James City County, Virginia," dated May 22, 1971, made by Douglas E. White, CLS, a copy of said blue print plat is duly of record in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, and on which plat the property herein conveyed is more particularly shown, set forth and designated as Parcel "C", bounded and described as follows: commencing at an iron pipe of the northerly side of Virginia State Route 682 approximately 4,271 feet from the right of way thereof at a point where the property hereby described, the property formerly standing in the name of James F. Ayers, and the property of REGJAG, L.L.C. converge; thence, N 84°54'35" E along the line of the aforesaid and the property of the aforesaid, a distance of 63.68 feet to a point; thence N 08°02'10" E, a distance of 168.10 feet to a point; thence, along the line of the property hereby described, and the property of REGJAG, L.L.C., as aforesaid; thence, S 47° 58'17" E, a distance of 162.87 feet to a point; thence, along the line of the property hereby described, and the property of REGJAG, L.L.C., as aforesaid, S 58°20'5" E, a distance of 259.42 feet to a point; thence, S 86°46'09" W, a distance of 165.37 feet to an iron pipe; thence in a northerly direction along the line of the property hereby conveyed the property of James F. Ayers, a distance of 244.93 feet to the iron pipe, the point of departure. The parcel hereby conveyed, designated as Parcel "C", contains 1.19 acres, more or less. but is sold in gross and not by the acre.

LESS AND EXCEPT from the foregoing described property the following:

A. All that certain piece or parcel of land, lying and being in the County of James City, Virginia, containing 28.220 acres, plus or minus, more particularly described on that certain plat of survey entitled "PLAT OF 28.220 ACRES+/- TO BE CONVEYED TO: UNITED VIRGINIA DEVELOPMENT CORPORATION, FROM: ROBERT E. GILLEY, JAMES CITY COUNTY, VIRGINIA", dated June 5, 1979, revised June 20, 1979, prepared by Paul C. Small of Small Engineering, Inc., a copy of which is recorded in the aforesaid Clerk's Office in Deed Book 195,

Page 468, which property was conveyed by Robert E. Gilley and Joann H. Gilley, husband and wife, to United Virginia Development Corporation by Deed dated June 21, 1979, recorded in the aforesaid Clerk's Office in Deed Book 195, Page 466; and

B. All that certain piece or parcel of land, lying, being and situated in James City County, Virginia, containing 5.79 acres and shown on a certain plat of survey entitled "SUBDIVISION OF 5.79 ACRES STANDING IN THE NAME OF ROBERT E. GILLEY" dated October 13, 1983, made by AES, a professional corporation, which plat is recorded in the aforesaid Clerk's Office in Plat Book 39, Page 45; and

C. All that certain lot, piece or parcel of land, lying and being in the County of James City, Virginia, containing 15,053 square feet +/-, known and designated as Parcel A, as shown on that certain plat entitled "PLAT OF THE PROPERTY OF JO ANN H. GILLEY, PARCEL "A", JAMES CITY COUNTY, VIRGINIA" made by James K. Alvis, Jr., Land Surveyor, Newport News, Virginia, dated March 31, 1987, which plat is recorded in the aforesaid Clerk's Office in Plat Book 45, Page 66, and which property was conveyed by Joann H. Gilley and Robert E. Gilley, wife and husband, to Vineyard Investors by Deed dated May 20, 1987, recorded in the aforesaid Clerk's Office in Deed Book 348, Page 733; and

D. All that certain lot, piece or parcel of land, lying and being in the County of James City, Virginia, containing 15,528 square feet +/-, known and designated as Parcel B, as shown on that certain plat entitled "PLAT OF THE PROPERTY OF JO ANN H. GILLEY, PARCEL "B", JAMES CITY COUNTY, VIRGINIA" made by James K. Alvis, Jr., Land Surveyor, Newport News, Virginia, dated March 31, 1987, which plat is recorded in the aforesaid Clerk's Office in Plat Book 45, Page 27, and which property was conveyed by Joann H. Gilley and Robert E. Gilley, wife and husband, to Vineyard Investors by Deed dated April 24, 1987, recorded in the aforesaid Clerk's Office in Deed Book 341, Page 80; and

E. All that certain lot, piece or parcel of land, lying and being in the County of James City, Virginia, containing 15,353 square feet +/-, known and designated as Parcel C, as shown on that certain plat entitled "PLAT OF THE PROPERTY OF JO ANN H. GILLEY, PARCEL "C", JAMES CITY COUNTY, VIRGINIA" made by James K. Alvis, Jr., Land Surveyor, Newport News, Virginia, dated April 4, 1987, which plat is recorded in the aforesaid Clerk's Office in Plat Book 45, Page 54, and which property was conveyed by Joann H. Gilley and Robert E. Gilley, wife and husband, to Vineyard Investors by Deed dated May 20, 1987, recorded in the aforesaid Clerk's Office in Deed Book 345, Page 258; and

F. All that certain lot, piece or parcel of land, lying and being in the County of James City, Virginia, containing 2.00 acres shown and designated as Parcel A-1 on that certain plat entitled "Plat of the Property of Leigh Ann Gilley, Parcel A-1, 2.00 Acres, Being part of Gate House Farms, Jamestown District, James City County, Virginia" made by James K. Alvis, Jr., CLS, Newport News, Virginia, dated December 6, 2004, revised May 3, 2005, which plat is recorded in the aforesaid Clerk's Office as Instrument No. 050002188, and which property was conveyed by REGJAG, L.L.C., to Leigh Ann Gilley by Deed recorded in the aforesaid Clerk's Office as Instrument No. 050002188; and

G. All that certain piece or parcel of land, lying and being in the County of James City, Virginia, containing 1.18 acres +/-, being a portion of the property shown and designated as Parcel C on that certain plat entitled "PROPERTY LINE ADJUSTMENT PLAT, PARCEL C, NECK-O-LAND FARM, OWNER/DEVELOPER ROBERT E. GILLEY II, AND WIFE MEREDITH H. GILLEY, JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by DJG, Inc., dated February 20, 2000, which plat is recorded in the aforesaid Clerk's Office in Plat Book 78, Page 62, and which property was conveyed together with other property by Robert E. Gilley and Jo Ann H. Gilley, husband and wife, to Robert E. Gilley II and Meredith H. Gilley, husband and wife, by Deed recorded in the aforesaid Clerk's Office as Instrument No. 000017549.

Parcel No. 2, as hereinabove set forth, is expressly subject to a certain deed of easement dated the 5th day of July, 1974, which grants an easement fifty (50) feet in width over, along and through Parcel No. 2, as is more fully shown, set forth and designated in said deed of easement which is of record in the aforesaid Clerk's Office.

Tract No. 1 being a portion of the same real estate conveyed to REGJAG, L.L.C. from Jo Ann H. Gilley, by deed of gift dated September 11, 2001, recorded October 10, 2001, in the Clerk's Office, Circuit Court, City of Williamsburg and County of James City, Virginia, as Instrument No. 010018329.

Tract No. 2 (4830100042)

ALL that certain piece of marsh land situated on Coleman's Creek in Roberts District (formerly Jamestown District), James City County, Virginia, containing 60 acres, more or less, but hereby conveyed in gross and not by the acre; being bounded on the west and northwest by the lands now or formerly of Nina M. Anderson; on the south by The National Colonial Historical Park; and on the southeast, east and north by Coleman's Creek and the property now or formerly belonging to Harvey C. and Fannie N. Babcock.

Together with a non-exclusive easement of right of way for ingress and egress to the above described property from Lake Powell Road and continuing over and across a fifteen foot right of way over a parcel of land now or formerly owned by Robert E. Gilley, II, Leigh Ann Gilley, and Terri Lynn McIlwean, and more fully described as Parcel "2A" on a certain plat entitled "PROPERTY OF ROBERT AND JOANN H. GILLEY: 2.55 ACRES, JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated February 23, 1985, made by James K. Alvis, Jr., which plat is recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg/James City County in Plat Book 40, Page 53, said easement to include a thirty foot circular turnaround where the creek meets the marsh.

Tract No. 2 being a portion of the same real estate conveyed to REGJAG, L.L.C. from Robert E. Gilley, II, Leigh Ann Gilley, and Terri Lynn McIlwean, by Deed dated June 17, 2009 recorded in the Clerk's Office, Circuit Court, City of Williamsburg and County of James City, Virginia, as Instrument No. 090018383.

Tract No. 3 (4740100042D and 4740100042E)

All of those two tracts, pieces or parcels of property located in James City County, Virginia, and designated as PARCEL "D", and PARCEL "E", containing 3.75 acres and 16.30 acres, respectively, as shown and set forth on a certain blueprint plat of survey entitled "A SURVEY FOR CONVEYANCE – JAMES E. AYERS ET ALS TO UVB OF WMSBG., TR. – PART OF NECK-O-LAND FARM, LYING IN JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated January 6, 1970, revised February 2, 1970, made by Otto S. Schultz, Jr., C.L.S., a copy of which plat is duly of record in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, in James City County Plat Book No. 27, at Page 43.

LESS AND EXCEPT a certain 0.93 acre parcel of PARCEL "D" more fully shown and described on a plat entitled, "PLAT OF THE PROPERTY OF ROBERT E. AND JO ANN H. GILLEY, 0.93 AC +/- OF PARCEL "D" AS SHOWN IN PLAT BOOK 27, PAGE 43, JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated September 8, 1988, made by James K. Alvis, Jr., Land Surveyor, and recorded in James City County Plat Book 49, Page 62.

Tract No. 3 being a portion of the same real estate conveyed to REGJAG, L.L.C. from Robert E. Gilley, II, Leigh Ann Gilley, and Terri Lynn McIlwean, by Deed dated June 17, 2009 recorded in the Clerk's Office, Circuit Court, City of Williamsburg and County of James City, Virginia, as Instrument No. 090018383.

EXHIBIT B

Tract No. 4: (4740100042F)

ALL of a certain 0.93 acre parcel with improvements thereon, lying and being in James City County, Virginia, more fully shown and designated as 0.93 acres of PARCEL "D" on a plat entitled, "PLAT OF THE PROPERTY OF ROBERT E. AND JO ANN H. GILLEY, 0.93 AC +/- OF PARCEL "D" AS SHOWN IN PLAT BOOK 27, PAGE 43, JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by James K. Alvis, Jr., Land Surveyor, Newport News, Virginia, dated September 8, 1988 and recorded September 22, 1988 in the Clerk's Office, Circuit Court, James City County, Virginia, in Plat Book 49, Page 62, reference to which plat is made for a more particular description of the property herein conveyed.

TOGETHER WITH an easement of right of way for ingress and egress to the aforesaid .93 acre parcel over and along a 50' wide Private Easement for egress and ingress from Gate House Boulevard (60' R/W) which follows the centerline of a 10' dirt lane.

TOGETHER WITH and easement for the existing well on a 10' x 15' Easement, contiguous to the said .93 acre parcel, both of which easements are shown and described on the aforesaid plat made by James K. Alvis.

Being the same property conveyed to Leigh Ann Gilley, Trustee by Deed dated October 17, 2008, from Leigh Ann Gilley, which deed was recorded in the aforesaid Clerk's Office as Instrument No. 080025893.

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 04-22-2014
at 10:49 AM/PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX	LOCAL TAX	ADDITIONAL TAX
\$ _____	\$ _____	\$ _____

TESTE: BETSY B. WOOLRIDGE, CLERK

By: Betsy B. Woolridge Clerk

AMENDED & RESTATED PROFFER AGREEMENT

This Amended and Restated Proffer Agreement (the “2015 Restated Proffers”) is made by **REGJAG, L.L.C.**, a Virginia limited liability company, successor to **R. E. GILLEY** and **JOANN H. GILLEY** (all to be indexed as Grantors) (all referred to herein, collectively as “Owner”) and provides as follows:

RECITALS

R-1. REGJAG, LLC is the owner of certain real property (the “Property”) located in the County of James City, Virginia, containing 152.22 acres, more or less, more particularly described on **Exhibit A** attached hereto and made a part hereof.

R-2. In connection with development of the Gatehouse Farms subdivision located in James City County, Virginia, R. E. Gilley and JoAnn H. Gilley created certain proffers set forth in an agreement executed June 30, 1987 and recorded in the Office of the Clerk of the Circuit Court for the City of Williamsburg and County of James City (the “Clerk’s Office”) in Deed Book 366, page 508 (the “Existing Proffers”).

R-3. Subsequent to creation of the Existing Proffers, Owner entered into a conservation easement agreement with James City County as a part of the County’s purchase of development rights program. The deed creating said conservation easement dated April 18, 2014 is of record in the aforesaid Clerk’s Office as Instrument Number 140006461 (the “Conservation Easement”). The Conservation Easement eliminates the potential for development of the Property pursuant the Proffers, and as such a certain Addendum to Proffer Agreement was executed by Owner, approved by the County, and recorded as Instrument No. 140011974 in the Clerk’s Office. The Existing Proffers as referenced herein shall be deemed to include said Addendum to Proffer Agreement.

Prepared by:
Gregory R. Davis, Esq.
Kaufman & Canoles, P.C.
4801 Courthouse Street, Suite 300
Williamsburg, VA 23188

R-4. In order to obtain A-1 zoning for the entire Property consistent with the Conservation Easement, Owner has applied by application dated May 14, 2015 to rezone all R-1 zoned portions of the Property to A-1, with proffers (the "Application").

R-5. Owner desires to offer to the County certain conditions on the use and development of the Property not generally applicable to land zoned A-1.

NOW, THEREFORE, for and in consideration of the approval of the requested rezoning, and pursuant to Section 15.2-2303 of the Code of Virginia, 1950, as amended (the "Virginia Code"), and the County Zoning Ordinance, Owner agrees that it shall meet and comply with all of the following conditions in developing the Property and that the Existing Proffers are hereby amended and restated to be as follows:

CONDITIONS:

1. Amended & Restated Proffers. These 2015 Restated Proffers shall replace and supersede any and all prior proffer agreements regarding the subject property, specifically including without limitation, the Existing Proffers.

2. Limitation on Uses. The following uses shall be prohibited on the Property:

a. Uses that qualify as "*Agriculture, intensive*" as defined in James City County Code § 24-2 as of the date hereof.

3. Farm Conservation Plan. All agricultural activities on the Property shall be conducted in conformance with a Farm Conservation Plan in accordance with Section 7(b) of the Conservation Easement. A Farm Conservation Plan shall be submitted to the Colonial Soil and Water Conservation District (or such other party as may be approved by the County) for review and approval within eighteen (18) months from the date of approval of this Application by the James City County Board of Supervisors.

4. FEMA Flood Zone. No dwellings shall be erected in the 1% annual chance flood area on the Property. This restriction shall not, in any way, limit Owner's rights with regard to any Existing Dwellings (as defined in the Conservation Easement) on the Property.

5. Successors and Assigns. These 2015 Restated Proffers shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and/or assigns, and shall be recorded in the Clerk's Office.

6. Void if Application not Approved. In the event that the Application is not approved by the County, these 2015 Restated Proffers shall be null and void.

WITNESS the following signatures and seals this 1st day of ~~June~~ July, 2015.

REGJAG, L.L.C.
a Virginia limited liability company

By: R. Edwin Gilley
R. Edwin Gilley

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in James City County, Virginia, this 1st day of ~~June~~ July, 2015, by R. Edwin Gilley. He is personally known to me ~~or has produced~~ as identification.

[Signature]
Notary Public

My Commission expires: Aug. 31, 2018
Notary Registration No.: 150663
[Affix Notarial Stamp]

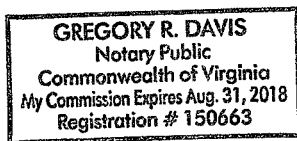


EXHIBIT A

Tract No. 1 (4740100040 and 4740100041)

All those certain lots, piece or parcels of land with the buildings and improvements thereon and the appurtenances thereunto belonging or in anywise appertaining, lying, being and situate in Roberts District (formerly Jamestown District), James City County, Virginia, and more fully shown, set forth and designated as PARCEL "A", PARCEL "B", PARCEL "C", and PARCEL "D" on that certain plat entitled, "Plat of Properties of Gate House Dairy, Inc., and Willard Gilley, Jamestown District, James City County, Virginia", dated May 22, 1971, by Douglas E. White, CLS, a copy of which said plat is duly of record in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia in Plat Book 28, Page 47.

The foregoing described property is also described as the following four parcels:

Parcel No. 1

All that certain lot or parcel of land, together with the buildings and improvements thereon, and the appurtenances thereunto belonging, lying, being and situated in Roberts District (formerly Jamestown District), James City County, Virginia, containing, one (1) acre of land lying to the northeast of Parcel No. 2, hereinafter described. Said one acre of land fronts 104.35 feet on Virginia State Highway 682, sometimes known as Virginia State Highway 608, and also known as Neck O'Land Road, and formerly known as Jamestown Road, and extends back 417.12 feet from said State Highway, and is bounded by said State Highway, the lands now or formerly belonging to Jess H. Jackson and James W. Anderson, and Parcel No. 2. hereinafter described.

Parcel No. 2

All that certain lot, piece or parcel of land with the buildings and improvements thereon and the appurtenances thereunto belonging or in anywise appertaining, lying, being and situate in Roberts District (formerly Jamestown District), James City County, Virginia, and more fully shown, set forth and designated as Parcel "A" on that certain plat entitled, "Plat of Properties of Gate House Dairy, Inc., and Willard Gilley, Jamestown District, James City County, Virginia", dated May 22, 1971, by Douglas E. White, CLS, a copy of which said plat is duly of record in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia in Plat Book 28, Page 47, and on which said plat the property herein described is more particularly shown, set forth and designated as commencing at an iron pipe on the southerly side of Virginia State Route 682, also known as Neck O'Land Road, at a point where the property hereby described, the right of way of said Route 682 and the Parcel D as shown on said plat converge (said Parcel D being the same as Parcel 1 as hereinabove set forth); thence, S 46°59'03" E along the line of the property hereby conveyed through several iron pipes, and the line of the property now or formerly standing in the name of Jess H. Jackson, et al, the distance of 4345.48 feet to an iron pipe at a point where the property hereby described, the property now or formerly of James F. Ayres and the property of REGJAG, L.L.C. converge; thence, S

72°53'38" W the distance of 49.64 feet to an iron pipe; thence, N 51°7'49" W the distance of 200.03 feet to an iron pipe; thence, N 62°37'08" W a distance of 150.73 feet to an iron pipe; thence S 31°08'07" E the distance of 248.58 feet to an iron pipe; thence, S 40°03'32" E the distance of 307.36 feet to an iron pipe; thence, S 13°41'32" W the distance of 208.48 feet to an iron pipe; thence, N 23°51'06" W the distance of 125.92 feet to an iron pipe; thence, N 62°34'47" W the distance of 306.22 feet to an iron pipe; thence, N 16°29'55" W the distance of 201.20 feet to an iron pipe; thence N 63°45'44" W, the distance of 154.97 feet to an iron pipe; thence, S 34°33'04" E the distance of 123.64 feet to an iron pipe; thence, S 05°20'43" E the distance of 295.64 feet to an iron pipe; thence, N 64°26'51" W the distance of 104.02 feet to an iron pipe; thence, N 36°59'38" W the distance of 79.40 feet; thence, N 53°19'49" W the distance of 186.49 feet to an iron pipe; thence, N 69°00'35" W the distance of 52.54 feet to an iron pipe at a point where the property hereby conveyed, the property formerly belonging to Willard Gilley and Evelyn S. Gilley, and the property of REGJAG, L.L.C. converge; thence, N 46°59'37" W the distance of 3821.90 feet along the line of the property hereby described and the property formerly belonging to Willard Gilley and Evelyn S. Gilley to the iron pipe on the southerly side of Route 682; thence along the line of the property hereby described and the right of way of said Route 682; thence, N 43°4'43" E the distance of 640.57 feet to an iron pipe, the point of departure.

Parcel No. 3

ALL that certain lot, piece or parcel of land together with the appurtenances thereunto belonging, or in any wise appertaining, lying, being and situated in Roberts District (formerly Jamestown District), James City County, Virginia, and more fully shown, set forth and designated on a certain blue print plat entitled, "Plat of Properties of Gate House Dairy, Inc., and Willard Gilley, Jamestown District, James City County, Virginia", dated May 22, 1971, made by Douglas E. White, CLS, a copy of said blue print plat is duly of record in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, and on which plat the property herein described is more particularly shown, set forth and designated on said plat as Parcel "B". The property hereby described commences at an iron pipe on the southerly side of Virginia State Route 682 and the property formerly standing in the name of James F. Ayers (shown Ayres on plat); thence, along the line of the property hereby described and the right of way of said Virginia State Route 682, N 43°04'43" E, a distance of 1177.75 feet to an iron pipe at a point where the property hereby conveyed, the right of way of said Virginia State Route 682 and the property standing formerly in the name of Gate House Farm, Inc., formerly known as Gate House Dairy, Inc., S 46°59'37" E, a distance of 3821.90 feet to an iron pipe at a point where the property hereby described the property formerly of Gate House Farm, Inc., formerly known as Gate House Dairy, Inc., and the property of REGJAG, L.L.C. converged; thence, along the line of the property hereby described and the property of REGJAG, L.L.C. as shown on said plat as marsh land to an iron pipe and following the division line as shown on said plat between the marsh land and the wood land to the aforesaid iron pipe being a point where the property hereby conveyed, the property of the REGJAG, L.L.C., and the property formerly standing in the name of James F. Ayers converge; thence, along the line of the property hereby

conveyed and the property of James F. Ayers as aforesaid, N 46°59'37" W, a distance of 4110.33 feet to the iron pipe on Virginia State Route 682 being the point of departure. The parcel hereby described contains 123.54 acres, more or less, but is encumbered in gross and not by the acre.

Parcel No. 4

ALL that certain lot, piece or parcel of land together with the appurtenances thereunto belonging, or in any wise appertaining., lying, being, and situated in Roberts District (formerly Jamestown District), James City County, Virginia, and more fully shown, set forth and designated on a certain blue print plat entitled, "Plat of Properties of Gate House Dairy, Inc., and Willard Gilley, Jamestown District, James City County, Virginia," dated May 22, 1971, made by Douglas E. White, CLS, a copy of said blue print plat is duly of record in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, and on which plat the property herein conveyed is more particularly shown, set forth and designated as Parcel "C", bounded and described as follows: commencing at an iron pipe of the northerly side of Virginia State Route 682 approximately 4,271 feet from the right of way thereof at a point where the property hereby described, the property formerly standing in the name of James F. Ayers, and the property of REGJAG, L.L.C. converge; thence, N 84°54'35" E along the line of the aforesaid and the property of the aforesaid, a distance of 63.68 feet to a point; thence N 08°02'10" E, a distance of 168.10 feet to a point; thence, along the line of the property hereby described, and the property of REGJAG, L.L.C., as aforesaid; thence, S 47° 58'17" E, a distance of 162.87 feet to a point; thence, along the line of the property hereby described, and the property of REGJAG, L.L.C., as aforesaid, S 58°20'5" E, a distance of 259.42 feet to a point; thence, S 86°46'09" W, a distance of 165.37 feet to an iron pipe; thence in a northerly direction along the line of the property hereby conveyed the property of James F. Ayers, a distance of 244.93 feet to the iron pipe, the point of departure. The parcel hereby conveyed, designated as Parcel "C", contains 1.19 acres, more or less. but is sold in gross and not by the acre.

LESS AND EXCEPT from the foregoing described property the following:

A. All that certain piece or parcel of land, lying and being in the County of James City, Virginia, containing 28.220 acres, plus or minus, more particularly described on that certain plat of survey entitled "PLAT OF 28.220 ACRES+/- TO BE CONVEYED TO: UNITED VIRGINIA DEVELOPMENT CORPORATION, FROM: ROBERT E. GILLEY, JAMES CITY COUNTY, VIRGINIA", dated June 5, 1979, revised June 20, 1979, prepared by Paul C. Small of Small Engineering, Inc., a copy of which is recorded in the aforesaid Clerk's Office in Deed Book 195, Page 468, which property was conveyed by Robert E. Gilley and Joann H. Gilley, husband and wife, to United Virginia Development Corporation by Deed dated June 21, 1979, recorded in the aforesaid Clerk's Office in Deed Book 195, Page 466; and

B. All that certain piece or parcel of land, lying, being and situated in James City County, Virginia, containing 5.79 acres and shown on a certain plat of survey entitled "SUBDIVISION OF 5.79 ACRES STANDING IN THE NAME OF ROBERT E. GILLEY" dated October 13, 1983, made by AES, a professional corporation, which plat is recorded in the aforesaid Clerk's Office in Plat Book 39, Page 45; and

C. All that certain lot, piece or parcel of land, lying and being in the County of James City, Virginia, containing 15,053 square feet +/-, known and designated as Parcel A, as shown on that certain plat entitled "PLAT OF THE PROPERTY OF JO ANN H. GILLEY, PARCEL "A", JAMES CITY COUNTY, VIRGINIA" made by James K. Alvis, Jr., Land Surveyor, Newport News, Virginia, dated March 31, 1987, which plat is recorded in the aforesaid Clerk's Office in Plat Book 45, Page 66, and which property was conveyed by Joann H. Gilley and Robert E. Gilley, wife and husband, to Vineyard Investors by Deed dated May 20, 1987, recorded in the aforesaid Clerk's Office in Deed Book 348, Page 733; and

D. All that certain lot, piece or parcel of land, lying and being in the County of James City, Virginia, containing 15,528 square feet +/-, known and designated as Parcel B, as shown on that certain plat entitled "PLAT OF THE PROPERTY OF JO ANN H. GILLEY, PARCEL "B", JAMES CITY COUNTY, VIRGINIA" made by James K. Alvis, Jr., Land Surveyor, Newport News, Virginia, dated March 31, 1987, which plat is recorded in the aforesaid Clerk's Office in Plat Book 45, Page 27, and which property was conveyed by Joann H. Gilley and Robert E. Gilley, wife and husband, to Vineyard Investors by Deed dated April 24, 1987, recorded in the aforesaid Clerk's Office in Deed Book 341, Page 80; and

E. All that certain lot, piece or parcel of land, lying and being in the County of James City, Virginia, containing 15,353 square feet +/-, known and designated as Parcel C, as shown on that certain plat entitled "PLAT OF THE PROPERTY OF JO ANN H. GILLEY, PARCEL "C", JAMES CITY COUNTY, VIRGINIA" made by James K. Alvis, Jr., Land Surveyor, Newport News, Virginia, dated April 4, 1987, which plat is recorded in the aforesaid Clerk's Office in Plat Book 45, Page 54, and which property was conveyed by Joann H. Gilley and Robert E. Gilley, wife and husband, to Vineyard Investors by Deed dated May 20, 1987, recorded in the aforesaid Clerk's Office in Deed Book 345, Page 258; and

F. All that certain lot, piece or parcel of land, lying and being in the County of James City, Virginia, containing 2.00 acres shown and designated as Parcel A-1 on that certain plat entitled "Plat of the Property of Leigh Ann Gilley, Parcel A-1, 2.00 Acres, Being part of Gate House Farms, Jamestown District, James City County, Virginia" made by James K. Alvis, Jr., CLS, Newport News, Virginia, dated December 6, 2004, revised May 3, 2005, which plat is recorded in the aforesaid Clerk's Office as Instrument No. 050002188, and which property was conveyed by REGJAG, L.L.C., to Leigh Ann Gilley by Deed recorded in the aforesaid Clerk's Office as Instrument No. 050002188; and

G. All that certain piece or parcel of land, lying and being in the County of James City, Virginia, containing 1.18 acres +/-, being a portion of the property shown and designated as Parcel C on that certain plat entitled "PROPERTY LINE ADJUSTMENT PLAT, PARCEL C, NECK-O-LAND FARM, OWNER/DEVELOPER ROBERT E. GILLEY II, AND WIFE MEREDITH H. GILLEY, JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by DJG, Inc., dated February 20, 2000, which plat is recorded in the aforesaid Clerk's Office in Plat Book 78, Page 62, and which property was conveyed together with other property by Robert E. Gilley and Jo Ann H. Gilley, husband and wife, to Robert E. Gilley II and Meredith H. Gilley, husband and wife, by Deed recorded in the aforesaid Clerk's Office as Instrument No. 000017549.

Parcel No. 2, as hereinabove set forth, is expressly subject to a certain deed of easement dated the 5th day of July, 1974, which grants an easement fifty (50) feet in width over, along and through Parcel No. 2, as is more fully shown, set forth and designated in said deed of easement which is of record in the aforesaid Clerk's Office.

Tract No. 1 being a portion of the same real estate conveyed to REGJAG, L.L.C. from Jo Ann H. Gilley, by deed of gift dated September 11, 2001, recorded October 10, 2001, in the Clerk's Office, Circuit Court, City of Williamsburg and County of James City, Virginia, as Instrument No. 010018329.

Tract No. 2 (4740100042D)

All of that tract, piece or parcel of property located in James City County, Virginia, and designated as PARCEL "D", containing 3.75 acres, as shown and set forth on a certain blueprint plat of survey entitled "A SURVEY FOR CONVEYANCE – JAMES E. AYERS ET ALS TO UVB OF WMSBG., TR. – PART OF NECK-O-LAND FARM, LYING IN JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated January 6, 1970, revised February 2, 1970, made by Otto S. Schultz, Jr., C.L.S., a copy of which plat is duly of record in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, in James City County Plat Book No. 27, at Page 43.

LESS AND EXCEPT a certain 0.93 acre parcel of PARCEL "D" more fully shown and described on a plat entitled, "PLAT OF THE PROPERTY OF ROBERT E. AND JO ANN H. GILLEY, 0.93 AC +/- OF PARCEL "D" AS SHOWN IN PLAT BOOK 27, PAGE 43, JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated September 8, 1988, made by James K. Alvis, Jr., Land Surveyor, and recorded in James City County Plat Book 49, Page 62.

Tract No. 2 being a portion of the same real estate conveyed to REGJAG, L.L.C. from Robert E. Gilley, II, Leigh Ann Gilley, and Terri Lynn McIlwean, by Deed dated June 17, 2009 recorded in the Clerk's Office, Circuit Court, City of Williamsburg and County of James City, Virginia, as Instrument No. 090018383.



Gatehouse Farms - Gilley Z-27-86

AGREEMENT

BOOK 366 PAGE 528

WHEREAS, R.E. Gilley and JoAnn H. Gilley, (hereinafter called "the Owner") owns certain real property in James City County, Virginia, (hereinafter called "the Property") and more particularly described as follows:

All that certain lot, piece or parcel of land situate in James City County, Virginia, more fully shown and described on a plat entitled "MASTER PLAN OF GATEHOUSE FARMS."

WHEREAS, the Owner has requested rezoning of 70 acres of the Property from the Limited Agricultural District, A-2, to the Limited Residential District, R-1; and 100+ acres of the the Property from A-2 Limited Agriculture to A-1 General Agriculture; and

WHEREAS, the County of James City may be unwilling to rezone the Property from the Limited Agricultural District, A-2, to the Limited Residential District, R-1 and the General Agriculture District A-1 because the Limited Residential District, R-1 and the General Agricultural District A-1 zoning regulations may be deemed inadequate for the orderly development of the Property, because competing and incompatible uses may conflict; and

WHEREAS, more flexible and adaptable zoning methods are deemed advisable to permit the use of the Property; and

WHEREAS, the Owner is desirous of offering certain conditions for the protection of the community that are not applicable to land similarly zoned in addition to the regulations provided for in the Limited Residential District, R-1 and the General Agricultural District A-1.

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the County of James City rezoning the Property from the Limited Agricultural District, A-2, to the Limited Residential District, R-1 and the General Agricultural District A-1, and pursuant to Section 15.1-491.1 et seq of the Code of Virginia, 1950, as amended and Section 20-15 et seq of Chapter 20 of the Code of James City County, Virginia, the Owner agrees that in addition to the regulations provided for in the Limited Residential District, R-1 and the General Agricultural District A-1, but subject to the current limitations set forth in the aforesaid Codes, he will meet and comply with all of the following conditions for the development of the Property.

CONDITIONS

1. The Owner or Developer, at his expense, shall cause to be prepared a comprehensive drainage study of the Property for review and approval by the James City County Director of Public Works prior to submittal of preliminary subdivision plans.
2. Upon approval of the drainage study, the Owner or Developer shall be obligated to incorporate the recommendations of the study in the subdivision of the Property.
3. The 70 acres to be rezoned to R-1 shall include not more than 100 lots of an area of at least 17,500 square feet on each lot.
4. A minimum of 2 acres shall be set aside exclusively for a recreational area for residents of Gatehouse Farms.
5. No structures shall be erected in the hundred year flood plain area.
6. The 100 acres now in the Agricultural and Forestal District shall stay in the Agricultural and Forestal District for a period of ten years as per agreement with the Virginia State and Federal agencies involved in the re-seeding

project of this property. There shall be no more than 36 single family dwellings developed on the 100 acres+ to be rezoned A-1 General Agriculture. Uses shall be restricted to single family residential and related uses, and agricultural uses not inconsistent with those permitted in Agricultural and Forestal Districts.

R. E. Gilley
R. E. GILLEY

JoAnn H. Gilley
JOANN H. GILLEY



STATE OF VIRGINIA,
COUNTY OF JAMES CITY, to-wit:

The foregoing was acknowledged before me by R.E. Gilley and JoAnn H. Gilley this 30th day of June, 1987. My commission expires June 19, 1988.

Juni L. Massey
Notary Public

DR. NO. 366 PAGE 511

VIRGINIA: City of Williamsburg and County of James City, to wit:

In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City this 14 day of Oct, 1987 this Agreement was presented with certificate annexed and admitted to record at 1:22 o'clock

Testo: Edlene S. Ward, Clerk
by Edlene S. Ward
Deputy Clerk

ADDENDUM TO PROFFER AGREEMENT

This Addendum is made by REGJAG, LLC, a Virginia limited liability company, successor to R. E. Gilley and JoAnn H. Gilley (to be indexed as Grantors) (both referred to herein as "Owner") and provides as follows:

RECITALS

R-1. In connection with development of the Gatehouse Farms subdivision located in James City County, Virginia, R. E. Gilley and JoAnn H. Gilley created certain proffers set forth in an agreement executed June 30, 1987 and recorded in the Office of the Clerk of the Circuit Court for the City of Williamsburg and County of James City in Deed Book 366, page 508 (the "Proffers"), subsequent to creation of the Proffers, the Owners entered into a conservation easement agreement with James City County as a part of the County's purchase of development rights program.

R-2. Subsequent to creation of the Proffers, the Owners entered into a conservation easement agreement with James City County as a part of the County's purchase of development rights program. The deed creating said conservation easement dated April 18, 2014 is of record in the aforesaid Clerk's Office as Instrument Number 140006461 (the "Conservation Easement").

R-3. The Conservation Easement eliminates the potential for development of the property which was the subject of the Proffers, and the Owners have requested that James City County approve an amendment of the Proffers pursuant to Section 15.2-2302 of the Code of Virginia in order to eliminate conditions number 1, 2 and 4 relating to a drainage study, and establishment of a recreation area.

Prepared by:
✓ Gregory R. Davis, Esq.
Kaufman & Canoles, P.C.
4801 Courthouse Street, Suite 300
Williamsburg, VA 23188

Z-4-14
Gatehouse Farms Proffer Amendment
Proffers
PR-13-A
Page 1 of 2

R-4. The County has approved an amendment of the Proffers, and therefore, this Addendum evidences the aforesaid Proffer changes.

NOW THEREFORE, this Addendum witnesseth that, in consideration for the terms of the Conservation Easement and the approval by James City County of the amendment of the Proffers as recited above, the Proffers are amended as follows:

PROVISIONS

1. Conditions numbered 1, 2 and 4 set forth in the Proffers are hereby eliminated and of no further force of effect.
2. Except as modified by this Addendum, by the Conservation Easement, or by subsequent approval of James City County, the Proffers are ratified, confirmed and unaffected.

WITNESS the following signatures and seals this 14th day of July, 2014.

REGJAG, LLC, a Virginia limited liability company

By: R. Edwin Gilley
R. Edwin Gilley

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF James City, to wit:

The foregoing instrument was acknowledged before me in Williamsburg Virginia, this 14th day of July, 2014, by R. Edwin Gilley. He/She is personally known to me or has produced Drivers license as identification.

Heather Gilbert
Notary Public

My Commission expires: 12-31-2015
Notary Registration No.: 7113607
[Affix Notarial Stamp]



VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 7-29-2014
at 12:08 /PM. The taxes imposed by Virginia Code
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.
STATE TAX LOCAL TAX ADDITIONAL TAX

Page 2 of 2

TESTE: Betsy B. Woolridge, CLERK
BY: Betsy B. Woolridge Clerk

KAUFMAN & CANOLES
attorneys at law

Kaufman & Canoles, P.C.
4801 Courthouse Street
Suite 300
Williamsburg, VA 23188

Mailing Address
Post Office Box 6000
Williamsburg, VA 23188

T (757) 259.3800
F (757) 259.3838

kaufCAN.com

William L. Holt
(757) 259.3885
wlholt@kaufcan.com

May 14, 2015

VIA HAND DELIVERY

Paul Holt
Director of Planning
James City County
101-A Mount Bays Road
Williamsburg, VA 23185

PLANNING DIVISION
MAY 19 2015
RECEIVED

Re: REGJAG, LLC – A-1 Rezoning Application

Dear Paul:

This letter accompanies an application for rezoning by our client REGJAG, LLC. The following background information is provided as a supplement to the County application form and rezoning exhibit enclosed. As a preliminary note, we consider this application to be a clean-up of the County zoning map following the conservation easement placed on the subject property in 2014.

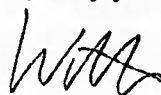
Background

REGJAG, LLC is a family limited liability company whose members are the descendants of R. E. "Bobby" Gilley and JoAnn Gilley. The property at issue is a portion of the Gilley family farm commonly known as "Gatehouse Farm" and has been in the Gilley family for three generations. In 1987, the Gilley family obtained approval for construction of up 136 homes in the Gatehouse Farms development. This approval included a rezoning of a portion of the Gatehouse Farm property to R-1 and another portion to A-1. See attached 1987 Master Plan of Gatehouse Farms attached as Exhibit 1.

In more recent years, the Gilley family has entered into a conservation easement agreement as a part of the purchase of development rights program ("PDR") with James City County, which prohibits further development on the subject property. Accordingly, the intent of this application is to eliminate the old R-1 split-zoning of the Gatehouse Farm property and apply consistent A-1 zoning to the entire property. The Gilley family anticipates continued agricultural and farming use of the Gatehouse Farm property, which is inconsistent with the current R-1 split zoning that applies to the 65.6 acres subject to this application. Hence, we view this application as a necessary clean-up of the County zoning map following the conservation easement placed on this property in 2014.

We look forward to working with you and your staff on this application and encourage you to contact me with any questions or concerns.

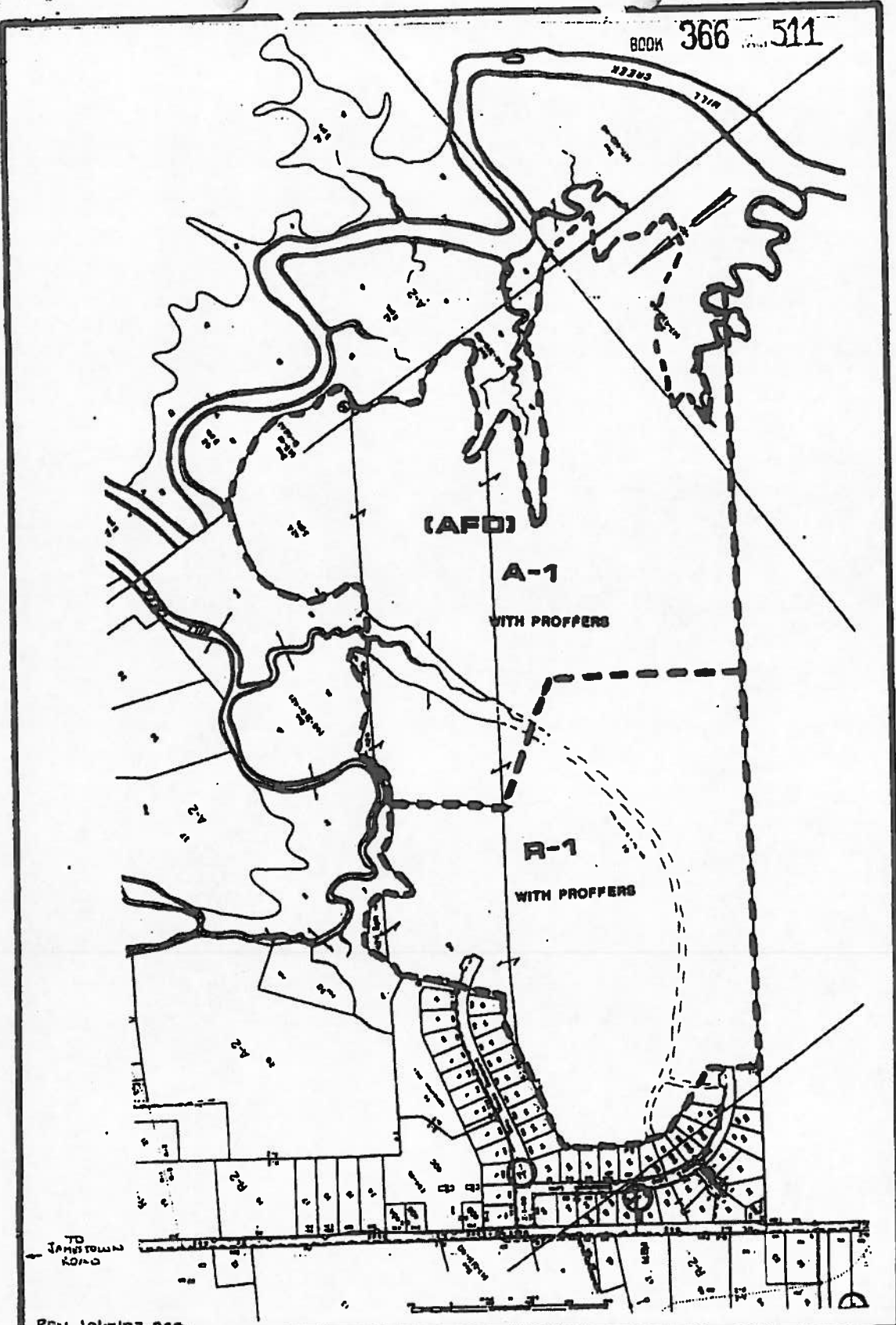
Very truly yours,



William L. Holt

c: R. Edwin Gilley, REGJAG, LLC

BOOK 366 PAGE 511



REV. 10/15/87, P.C.S.

AES, a professional corporation

engineers, surveyors, planners

Williamsburg, Virginia

MASTER PLAN OF GATEHOUSE FARMS

SHOWING PROPOSED 1987 REZONING

JAMESTOWN DISTRICT

JAMES CITY COUNTY, VIRGINIA

Scale: 1"=600'

Ref.: PB 35/111; JCC TAX MAPS

Date: SEPT, 1987

Job No. 3871

Sec. 24-2. - Definitions.

For the purposes of this chapter, the following words and phrases shall have the meaning respectively ascribed to them by this section:

A

Agriculture, intensive. Those intensive agricultural operations commonly known as confinement operations where large numbers of animals or poultry are confined to a relatively small space such as hog, veal and poultry pens or houses, feedlots for livestock and dairy farming operations. Any enclosure, pen or building for the concentrated confinement of livestock or poultry wherein more than 300 veal animals, slaughter or feeder cattle, 200 dairy cattle, 750 swine, 150 horses, 500 sheep, lambs, goats or similar animals, 5,500 turkeys, or 10,000 laying hens or broilers are confined or housed shall constitute intensive agriculture. Enclosed pasture or range where grass is maintained for at least ten months of the year or where animals are confined at no more than 15 adult animals per acre for no longer than 120 continuous days shall not constitute intensive agriculture.

ITEM SUMMARY

DATE: 8/11/2015
TO: The Board of Supervisors
FROM: Bryan J. Hill, County Administrator
SUBJECT: County Administrator's Report

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	Report	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	8/4/2015 - 3:15 PM

MEMORANDUM

DATE: August 11, 2015
TO: The Board of Supervisors
FROM: Bryan J. Hill, County Administrator
SUBJECT: County Administrator's Report

The following is a summary of activities that took place July 22 through August 4, 2015:

July 22, 2015 (Wednesday)

- Attended Workers Compensation/ General Liability Training
- Bond Sales
- Met with citizen Joe Swanenburg
- Met with Peggy Bellows, Virginia Gazette Editor; Digby Solomon, Virginia Gazette Publisher; and Jody Puckett, Communications Director
- Met with Ruth Larson, JCC BOS Candidate: Stormwater, WJCC schools funding, Aquatic Center

July 23, 2015 (Thursday)

- Met with Karen Riordan, Greater Williamsburg Chamber and Tourism Alliance President
- Met with Doug Powell, JCSA Manager, and Mike Vergakis, Chief Civil Engineer
- Met with Gregory Connelly, WY Daily Reporter
- Attended ICS Training
- Attended Community Meeting at James River Elementary: Virginia Dominion Power

July 27, 2015 (Monday)

- Met with Brad Rinehimer, Police Chief
- Conference Call with Austin Bagues, Virginia Gazette Reporter, and Sue Mellen, FMS Director
- Met with Sheriff Bob Deeds
- Attended Virginia Peninsula Mayors & Chairs with Michael Hipple, JCC BOS Chair
- Met with Angie Gilliam, HR Director
- Briefing with Supervisors: Michael Hipple and Mary Jones

July 28, 2015 (Tuesday)

- Met with John Carnifax, Parks & Recreation Director
- Williamsburg Regional Library Stakeholder Interview: Claire Miccio
- Briefing with Supervisors John McGlennon and Kevin Onizuk
- Attended Board of Supervisors meeting

July 29, 2015 (Wednesday)

- Met with Richard Bradshaw, Commissioner of the Revenue, Cheryl Cochet, Assistant Treasurer, Sue Mellen, FMS Director; and Bob Harris, Greater Williamsburg Chamber and Tourism Alliance Vice President; Tax Collections
- Met with John Horne, General Services Director

County Administrator's Report

August 11, 2015

Page 2

- Attended interviews with Strategic Planning firms with Supervisors John McGlennon and Kevin Onizuk; Adam Kinsman, Asst. County Administrator; Jody Puckett, Communications Director; Allen Murphy, Dev. Mgmt. Director; and Kitty Hall, Purchasing Director

July 30, 2015 (Thursday)

- Met with Mitchell Reiss, CEO of the Colonial Williamsburg Foundation
- Met with Randy Wheeler, Poquoson City Manager
- Met with Diana Hutchens, Community Services Director
- Attended Executive Leadership Team meeting
- Met with Ryan Ashe, Fire Chief

July 31, 2015 (Friday)

- Coffee with County Administrator, Staff Event
- Met with Mary Jones, JCC Supervisor

August 3, 2015 (Monday)

- Met with Jody Puckett, Communications Director
- Met with Angie Gilliam, HR Director
- Met with John Horne, General Services Director

August 4, 2015 (Tuesday)

- Met with John Carnifax, Parks & Recreation Director
- Met with Jamie Jackson, WATA Deputy Executive Director
- Attended National Night Out with Brad Rinehimer, Police Chief

BJH/gb

CAReport081115-mem

ITEM SUMMARY

DATE: 8/11/2015
TO: The Board of Supervisors
FROM: Teresa J. Fellows, Administrative Coordinator
SUBJECT: Adjourn until 6:30 pm on September 8, 2015 for the Regular Meeting

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	7/30/2015 - 9:46 AM