

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 3RD DAY OF MARCH NINETEEN HUNDRED EIGHTY-SIX AT 7:30 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

William F. Brown, Chairman, Roberts District
Stewart U. Taylor, Vice-Chairman, Stonehouse District
Jack D. Edwards, Berkeley District
Thomas D. Mahone, Jamestown District
Perry M. DePue, Powhatan District

James B. Oliver, Jr., County Administrator
Darlene L. Burcham, Assistant County Administrator
Frank M. Morton, III, County Attorney

**B. MINUTES - February 17, 1986 - Work Session
February 17, 1986 - Regular Meeting**

Mr. Mahone commented that page 7 in the regular meeting minutes should have reflected that he would like names typed under all signatures where it is difficult to read the names.

Mr. Mahone made a motion to approve the minutes as presented.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

C. PRESENTATION - Community Action Agency

Mr. Jim Lukaszewicz, Chairman of the Community Action Agency, introduced other Board members and staff. Mr. Lukaszewicz and Mr. Don Messmer, James City County Community Action Agency Representative and Chairman of the Community Action Agency Finance Committee, informed the Board of the Agency's function and financial progress over the last two years. Mr. Lukaszewicz requested the Board approve a request for \$30,000 for housing improvements.

Mr. Steve Elliott, Chairman of Housing Partnerships, explained how the two agencies worked together and requested the Board support the housing program.

The Board complimented the Board members of the Community Action Agency on its efforts.

F. BOARD CONSIDERATIONS

1. Housing Fund Request

Mr. DePue made a motion to approve the request for housing improvement funds.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

RESOLUTION

Housing Improvement Grant

WHEREAS, an increased recognition of substandard housing conditions is prompting a combined public and private response in an attempt to improve housing conditions with the assistance of the Community Action Agency; and

WHEREAS, the Board of Supervisors of James City County has appropriated \$41,575 unanticipated funds to Capital Contingency.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia authorizes a grant from Capital Contingency in the amount of \$30,000 for improvements in James City County and authorizes and directs the County Administrator to contract with the Williamsburg-James City County Community Action Agency for said improvements.

CERTIFICATE OF APPRECIATION - Elise G. Bick

Mr. Brown read and presented a Certificate of Appreciation to Ms. Elise G. Bick expressing appreciation for her contributions to the County.

Mrs. Elise Bick stated it had been a pleasure working for James City County and thanked the Board for her Certificate of Appreciation.

CERTIFICATE OF APPRECIATION

Whereas, ELISE G. BICK has served the citizens of James City County as Electoral Board Secretary since March 1, 1980; and

Whereas, ELISE G. BICK has carefully and effectively guided local candidates for election through qualifying requirements and filing deadlines; and

Whereas, ELISE G. BICK has annually trained forty-seven election officials in requirements and procedures designed to ensure the integrity of the County's elections; and

Whereas, ELISE G. BICK has conscientiously applied her knowledge of Virginia Election Laws and federal laws to ensure the timely processing of absentee ballot requests and otherwise assist thousands of registered voters to exercise their rights of franchise; and

Whereas, ELISE G. BICK has consistently provided guidance and support to the general Registrar; and

Whereas, ELISE G. BICK has cheerfully performed all of the duties of Electoral Board Secretary in a dedicated and exemplary manner; and

Whereas, such conscientious, dedicated service has contributed to public confidence in the electoral process, for the good of this community.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of James City County, Virginia does hereby express its gratitude to

ELISE G. BICK

for her service to James City County in promoting the highest ideals of democratic government.

BE IT FURTHER RESOLVED, that this Resolution be spread on the minutes of this Board and a suitable copy be presented to ELISE G. BICK.

D. PUBLIC HEARINGS**1. Six-Year Secondary Road Construction Program**

The Planning Commission recommends approval of the resolution.

Mr. Taylor asked Mr. Frank Hall, Resident Engineer, when work on Chickahominy Road and Hicks Island Road would be started.

Mr. Hall responded work on Chickahominy Road was estimated to start in January 1988. Mr. Hall stated the work could not be put out to bid until all rights-of-way were secured. Mr. Hall stated that temporary repair on Hicks Island Road would start next week and be completed within two days.

Mr. DePue inquired if it mattered what priority number a project was when federal funds were ear-marked for unpaved secondary roads.

Mr. Hall responded that it did not matter, as long as it was on the list.

Mr. Brown stated that this was a very complicated issue, dealing only with secondary roads, and requested concerned citizens contact their State Legislator about getting additional projects funded.

Mr. Brown opened the public hearing.

1. Mr. Phil Hatcher, 7617 Cypress Drive, Lanexa and representative for Chickahominy Haven, requested Board assistance in getting gravel placed on Cypress Road so school buses could use that route.

Mr. Brown responded that this issue had been investigated and it was determined that a new causeway needed to be built which would be extremely costly.

Mr. Oliver stated the school system did not assure the County that if the road were repaired, that they would use that road as a bus route.

Mr. Taylor requested staff give Mr. Hatcher the name of the appropriate school official to discuss this issue further.

2. Mrs. Alma White, Chickahominy Road, inquired where Route 631, Chickahominy Road, was on the priority list.

Mr. Brown responded it was priority #1 on the list.

Mr. Brown closed the public hearing.

Mr. DePue stated he felt the list was misused and he felt everything should be deleted from the list except the number one project with the hopes that all possible funds would go to that project, and not spread out between various projects.

Mr. Brown made a motion to approve the resolution.

Mr. Mahone made a motion to move priority #10 to #2.

Mr. Edwards stated he was reluctant to put priority #10 in front of other projects that had been on the list several years.

Mr. Oliver recommended the Board defer changing any priorities for two weeks so staff could review design issues, and to stay with a multiple listing.

Mr. Taylor stated he felt a new project should not be placed in front of established road projects which have been on the list for some time.

It was the consensus of the Board to defer action on this issue for two weeks.

2. Case No. SUP-44-85. G & N Performance

The Planning Commission recommends approval of the permit subject to three conditions.

Mr. Brown opened the public hearing.

1. Mr. Pete Yeapanis, attorney for the applicant, spoke in favor of the application stating the appearance of the building would fit in with the area and a need existed for this type of business in the Williamsburg area.

Mr. Brown closed the public hearing.

Mr. Mahone suggested the applicant use a natural green shade for the outside of his building.

Mr. Brown stated this was a superior plan over the first plan submitted and complimented the applicant.

Mr. DePue complimented the applicant on his revised plan and stated he wished larger developers would heed the advise of the Board so well.

Mr. Brown made a motion to approve the permit.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

RESOLUTION

Of Approval on Special Use Permit
No. SUP-44-85. G & N Performance

WHEREAS, the Board of Supervisors of James City County has adopted by ordinance specific land uses that shall be subjected to a special use permit process; and

WHEREAS, the Planning Commission of James City County, in accordance with the staff recommendation, has recommended approval of Case No. SUP-44-85 for a special use permit authorizing the construction of an automotive parts store in the B-1, General Business zoning district on property located on the southwest side of Pocahontas Trail and identified as parcel (6-1-6) on James City County Real Estate Tax Map No. (50-2); and

WHEREAS, the applicant has voluntarily offered to make certain architectural modifications to both existing and proposed buildings in an effort to make development of the site more consistent with the character of the surrounding area.

THEREFORE, BE IT RESOLVED, that the Board of Supervisors of James City County does hereby approve the issuance of Special Use Permit No. SUP-44-85 as described herein with the following conditions.

1. A site plan for the proposed facility shall be submitted to and approved by the Site Plan Review Committee prior to establishment of the automotive parts business on the property.
2. If construction has not begun within 24 months from the date of issuance of this permit, this permit shall become void. Construction shall be defined as the clearing, grading, excavation and pouring of footings required for construction of the facility allowed by this permit.
3. Landscaping to be placed on this site shall be at a level and quality equal to or exceeding that shown on the landscape plan for G&N Performance, Inc., prepared by William A. Mettler dated November 22, 1985 and revised December 5, 1985;

provided however, the aforementioned project landscaping may be modified upon approval by the Site Plan Review Committee.

THEREFORE, BE IT FURTHER RESOLVED, that the exterior facade of both the existing garage and the proposed auto parts building shall be constructed in a manner consistent with that voluntarily offered by the developer specifically:

- (a) the application of a wood veneer to the front facade of both buildings and along a portion of the north and south sides of the garage; and
- (b) construction of a mansard roof along the entire perimeter of the roofline of the proposed parts store except in the rear; and
- (c) construction of a mansard roof along the entire front side and extending along a portion of the north and south sides of the existing garage; and
- (d) enclosure of the proposed dumpster on four sides with wood privacy fencing, six-feet in height; and
- (e) the extension of such privacy fencing from the dumpster around the front of and along the north side of the garage to the rear property line, and thence southward along the rear property line to the existing cinderblock wall. This fencing, however, shall not extend across the access easement currently located on the rear portion of the property.

3. Case No. SUP-45-85. Lifepriime, Inc.

The Planning Commission recommends approval of the permit subject to five conditions. Staff recommends two additional conditions be included.

Mr. Brown opened the public hearing.

1. Mr. Jim Nicely, representative for the applicant, spoke in favor of the application. Mr. Nicely stated the two additional conditions requested by staff were planned for by the applicant and requested an amendment be considered concerning transportation to religious services, substituting language that would indicate the applicant would make reasonable arrangements to provide weekly transportation to religious services.

2. Mr. Richard Sells, the applicant, spoke in favor of the application. Mr. Sells stated the Peninsula did not have a facility like this one and a need existed for this type of a facility. In response to a question from Mr. Brown, Mr. Sells stated the rental charge would be \$900 - \$1,250 per month per resident, which would include complete care, meals, recreation programs and transportation.

Mr. Oliver inquired as to where Mr. Sells expected the residents of the home to come.

Mr. Sells responded the majority would be James City County residents as a result of referrals from clergy, hospitals, Social Services, and the like.

Mr. Brown closed the public hearing.

Mr. DePue made a motion to approve the resolution and to amend condition #6 to read, "and reasonable efforts to arrange for weekly trips to religious services."

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

RESOLUTION

Of Approval on Special Use Permit
No. SUP-45-85. LifePrime, Inc.

WHEREAS, the Board of Supervisors of James City County has adopted by ordinance specific land uses that shall be subjected to a special use permit process; and

WHEREAS, the Planning Commission of James City County, in accordance with the staff recommendation, has recommended approval of Case No. SUP-45-85 for a special use permit authorizing the construction of a limited care rest home facility in the A-2, Limited Agricultural zoning district on property located on the north side of Longhill Road and identified as a portion of parcel (1-1) on James City County Real Estate Tax Map No. (31-4); and

WHEREAS, the James City County Board of Supervisors has carefully considered the recommendation of the Planning Commission and the pertinent issues subsequent to conducting a public hearing.

THEREFORE, BE IT RESOLVED, that the Board of Supervisors of James City County does hereby approve the issuance of Special Use Permit No. SUP-45-85 as described herein with the following conditions.

1. A site plan for the proposed facility shall be submitted to and approved by the Site Plan Review Committee prior to establishment of a limited care rest home on the property.
2. If construction has not begun within 24 months from the date of issuance of this permit, this permit shall be void. Construction shall be defined as the clearing, grading, excavation and pouring of footings required for construction of the facility allowed by this permit.
3. LifePrime, Inc. shall secure all required permits and approvals from State and Local Health and Social Services agencies prior to construction and/or operation of the facility.
4. A 100-foot vegetated buffer shall be provided along the entire front of the site measured from the proposed 90-foot right-of-way line of Longhill Road. No parking, building or other built structure shall encroach into this buffer and tree cutting in this area shall be prohibited except for necessary entrances and clearing for VDH&T's required sight distance.
5. The limited care resthome facility shall be licensed in accordance with Title 63.1, Chapter 9, Section 63.1-175 of the Code of Virginia (1950, as amended).
6. LifePrime, Inc. shall provide transportation services for the residents of the resthome facility. At minimum, such services shall consist of weekly trips to commercial designations and reasonable efforts to arrange for weekly trips to religious services.
7. LifePrime, Inc. shall provide placement services for residents who no longer can afford the resthome or those whose condition has deteriorated to a point where skilled nursing/medical care is necessary.

The Board recessed at 9:40 p.m. and was declared back in session at 9:48 p.m.

E. CONSENT CALENDAR

Mr. Brown asked Board members if they wished to remove any items from the Consent Calendar.

Mr. DePue removed item #E-1.

Mr. Brown made a motion to approve the remaining items on the Consent Calendar.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

2. Budget Adjustments - Sheriff and Clerk

R E S O L U T I O N

Budget Changes - Sheriff and Clerk

WHEREAS, the Board of Supervisors of James City County has been advised of certain salary changes for employees of the Sheriff and the Clerk of the Circuit Court; and

WHEREAS, the Clerk has requested the additional appropriation of recordation taxes in the amount of \$17,800 to cover higher than expected recordation expenses and to initiate the CAIS system.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia hereby authorizes the following budget adjustments:

<u>Revenues</u>	
Recordation Taxes	+ \$17,800
Received From State - Sheriff	+ <u>1,800</u>
	<u>\$19,600</u>
<u>Expenses</u>	
Sheriff Personnel Expenses	+ \$ 1,800
Clerk Personnel Expenses	+ 8,500
Reimbursed - Clerk	- 8,500
CAIS Expenses	+ 1,800
Clerk Professional Services	+ <u>16,000</u>
	<u>\$19,600</u>

3. Comprehensive Annual Financial Report

R E S O L U T I O N

Appropriation of Undesignated Fund Balance

WHEREAS, the Board of Supervisors of James City County is in receipt of the 1985 Comprehensive Annual Financial Report and an undesignated General Fund balance of \$41,575 is identified.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia hereby appropriates \$41,575 in undesignated fund balances for the General Fund to Capital Contingency.

1. Health Department Lease

Mr. Brown inquired as to where the cost of the building was being covered by the lease.

Mrs. Darlene Burcham explained that building maintenance costs were included in the lease, as well as repayment of equipment, but that the building cost could not be recovered from the Health Department as the State Code requires localities to provide office space.

Mr. DePue made a motion to approve the resolution.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

R E S O L U T I O N

Health Department Lease - Human Services

WHEREAS, the Board of Supervisors of James City County and the James City County Health Department have entered into an agreement whereby the Health Department occupies space in the County Human Services Building; and

WHEREAS, a proposed lease has been prepared for the Board's review and approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia hereby authorizes the County Administrator to execute the attached lease, made part of this resolution, between the County and the Virginia State Department of Health, effective October 1, 1985 for a term of five years.

F. BOARD CONSIDERATIONS

2. Resource Recovery

Staff recommends adoption of the resolution.

Mr. Wayland Bass, Director of Public Works, informed the Board that by approving the resolution it would permit the County Administrator to enter into negotiations with the City of Newport News. Mr. Bass stated three important contract issues which needed to be negotiated. Mr. Ted Bickmore, Financial Analyst, presented the Board with future cost comparisons of using and maintaining the current landfill and that of using resource recovery.

Mr. DePue inquired when the plant would be in operation.

Mr. Randy Hildebrandt, Assistant City Manager for the City of Newport News, stated the Refuse Burning Power Plant was estimated to be in operation by mid-1989, with construction beginning early in 1987. Mr. Hildebrandt further stated the City of Newport News would pay for the land and the County would pay for the refuse disposal at the formula devised. Mr. Hildebrandt informed the Board that the County needed to commit to a waste stream amount by May in order for the plant to be properly sized.

Mr. Brown suggested committing one-half of the total annual tonnage that the landfill currently uses to the resource recovery plant so that the life of the current landfill would be extended.

Mr. Mahone suggested using the plant on a seasonal basis. Mr. Mahone further stated that he felt the rail system should carry the waste to the plant and not trucks. Mr. Mahone stated he felt that a rise in landfill costs would create a heavier burden on dumpster sites.

Mr. Brown suggested Mr. DePue and Mr. Mahone work with the County Administrator in negotiations with the City of Newport News.

Mr. Mahone stated that he felt the County may want to use steam in the future for itself.

Mr. Edwards made a motion to approve the resolution.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

R E S O L U T I O N

Resource Recovery

WHEREAS, the City of Newport News plans to design, construct and operate a refuse fired electricity generating resource recovery plant; and

WHEREAS, Newport News has expressed their willingness to negotiate contracts with other Peninsula jurisdictions for disposal of waste at the proposed Newport News Plant; and

WHEREAS, the Board of Supervisors of James City County is interested in resource recovery.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia hereby authorizes and directs the County Administrator to enter into negotiations with the City of Newport News for the purpose of preparing an agreement providing for the disposal of James City County burnable refuse at the proposed Newport News Refuse Burning Power Plant.

G. PUBLIC AUDIENCE - None

H. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Oliver requested the Board go into an Executive Session at the appropriate time to discuss personnel and land acquisition issues.

L BOARD REQUESTS AND DIRECTIVES

Mr. Brown made a motion to approve the request for advanced leave for Andrew M. Snyder.

On a roll call, the vote was AYE: Brown, DePue, Edwards, Mahone, Taylor (5). NAY: (0).

Mr. Brown reminded the Board of the following dates:

- March 14 - Beautification Awards Program
- March 20 - Lunch with Jimmy Maloney (Williamsburg Pottery)
- March 25 - Pre-Allocation Hearings in Suffolk (VDH&T)
- April 3 - Public Hearing at Lafayette High School at 7:00 p.m. for the Route 199 Corridor (VDH&T)

Mr. DePue requested staff to present all information on the current proposed Route 199 corridor to him prior to the public hearing on April 3rd.

Mr. DePue requested staff to contact County representatives in Richmond to ask them to help preserve the State Highway Matching Fund (\$250,000) for future County use.

Mr. Taylor made a motion to go into an Executive Session to discuss personnel and land acquisition issues pursuant to Section 2.1-344(a)(1) and (2) of the Code of Virginia, 1950 as amended.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

The meeting convened into Executive Session at 10:55 p.m. and reconvened into public session at 11:26 p.m.

Mr. Mahone made a motion to nominate Mr. Edwin C. Oyer to the Colonial Group Home Commission.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

Mr. Frank Morton informed the Board that a vacancy existed on the Wetlands Board and they would need to take action on this matter at their next Board meeting.

Mr. Mahone requested non-appointed applicants for the Colonial Group Home Commission be sent letters regarding the selection.

Mr. Taylor made a motion to adjourn.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone, Taylor (5). NAY: (0).

The Board adjourned at 11:28 p.m.


James B. Oliver, Jr.
Clerk to the Board

LEASE

This DEED OF LEASE, entered into this 15th of January, 1986,

by and between James City County, party of the first part, hereinafter referred to as the Lessor, and the VIRGINIA STATE DEPARTMENT OF HEALTH, party of the second part, hereinafter referred to as the Lessee;

WITNESSETH

That the said Lessor doth let and demise unto the said Lessee, following property, to-wit:

Space occupied by the Health Department in James City County Human Services Building located at 5249 Olde Towne Road, which is near the intersection of Olde Towne Road and Longhill Road. Entire Human Services Building consists of 27,000 square feet. The Health Department occupies only 13,500 square feet of this building.

\$100,000 medical equipment amortization expires October 1, 2000.

The herein described property and premises are hereby leased to be used and occupied by the Lessee for its agent or agents for such purpose as the Lessee may now or hereafter be empowered by law to use the same, in any or all of the undertakings of the Lessee and its agent or affiliates.

This lease shall commence on the 1st day of October, 1985, and extend for a period of 60 months, ending on the 30th day of September, 1990, yielding therefrom, \$56,750.00 annually, which amount shall be due and payable as follows:

LN 3117

(Show above: "monthly, at the end of each month" or "quarterly, at the end of each quarter.")

1. The Lessor covenants and agrees:

- (a) To deliver quiet possession of said premises to the Lessee on the effective date of this lease;
(b) To deliver the said premises in good repair suitable to the use for which they are leased and warrants that all plumbing, heating, airconditioning, electrical and mechanical devices and appliances of every nature upon the premises are in good repair and working order.
(c) To keep the said premises and all plumbing, heating, airconditioning, electrical and mechanical devices and appliances of every nature upon the premises in good repair and in working order at the expense of the Lessor during the tenancy of this Lease and to provide heat, airconditioning, electricity, water, and janitor services on the premises at Lessor's expense during the tenancy of this Lease.
(d) If the said premises are damaged by fire or otherwise, but not so as to render the premises untenable, upon being notified so to do by the Lessee or its duly authorized agent, to repair and restore, as promptly as possible, the said premises to their former condition, in which event there shall be a prorata abatement of the rent for the period during which the said repairs and restoration are being completed, for that portion of the premises not usable by the Lessee during such period;
(e) That in the event of the failure of the Lessor to make such repairs and restoration within a reasonable time after notice, then the Lessee may terminate this Lease or proceed to make, or cause to be made, such repairs at the expense of the Lessor and deduct the cost thereof from ensuing rentals as they become due or collect such cost from the Lessor in any manner which may be provided by law;
(f) To equip and make such alterations and additions to the said premises and the equipment therein belonging to the said Lessor as shall be necessary at all times to comply with the provisions of Federal, State, and Local laws, ordinances, and regulations pertaining to health, safety, fire, and public welfare; and,
(g) That the Lessee may make such alterations and additions to the said premises during the term of this Lease as the Lessee may deem proper with written approval of the Lessor, and that the Lessee may install fixtures, partitions, and make such other improvements as the Lessee may deem proper or necessary, and that the title and ownership of such materials as may be used in such alterations and additions, and all fixtures, partitions, and other improvements made or installed by the Lessee, shall remain the property of the Lessee, and upon the termination of this Lease, the Lessee may, at its option, remove the same.

2. The Lessee covenants and agrees:

- (a) To pay the rent herein provided for in the manner herein provided, without the necessity of demand being made therefor by the Lessor;
(b) At the termination of this Lease, to deliver peacefully the said premises in as good order and repair as the same was at the beginning of this Lease, reasonable wear and tear excepted, subject to the agreement of the Lessor to make repairs and restoration as elsewhere herein provided;
(c) That the Lessor, his agents or assigns, may show the premises to prospective purchasers, during the business hours maintained by the Lessee, and at such other times during this tenancy as the Lessee may permit;

3. It is mutually covenanted and agreed by the Lessor and the Lessee:
- (a) That for the purpose of this Lease, it is mutually understood and agreed that where the words "repairs" and/or "restoration" are used, the same shall be deemed to include the replacement of broken glass;
 - (b) That if the said premises be so damaged by fire or otherwise as to render the same, in the opinion of the Lessee, untenable, this Lease shall immediately terminate;
 - (c) That in the event that by operation of law the Lessee shall cease to exist, or that the powers of the Lessee shall be so construed as not to permit the Lessee to continue to use the premises herein demised for the purpose for which they shall have been used, then in that event, this Lease and all responsibility and liability of the Lessee of whatever kind hereunder shall terminate;
 - (d) That a written notice of sixty days shall be given by the Lessee should it desire to vacate the said premises at the termination of this Lease and should the Lessor desire possession at the termination of this Lease, a like sixty day notice shall be required to be given by the Lessor; and in the event no such notice is given by either party, then this Lease shall continue in force from year to year at the same annual rental and subject to all the terms, conditions, and covenants herein contained;
 - (e) That any and all notices affecting this Lease may be served by the parties hereto or their duly authorized agents, as effectively as if the same were served by any officer authorized by law to serve notices; and the return of such person of the time and manner of the service thereof shall have the same force and effect as to any legal proceedings based thereon as the return of any officer authorized by law to serve notices; and
 - (f) This written Lease constitutes the entire agreement between the Lessor and the Lessee regarding the demise of the property herein described and no agent of either party has any authority to alter, amend, or waive any of the terms hereof, unless such amendment be in writing and consented to and signed by the parties hereto.

4. The Lessor hereby designates Finance Director, James City County, whose address is 101 Mounts Bay Road, Williamsburg, VA 23187, as the agent of the Lessor, and directs that the payments of all rents to accrue hereunder shall be made by the Lessee to such Agent; and any and all notices hereunder, when served upon the said Agent, shall have the same force and effect as if served upon the Lessor in person; and the Lessee hereby designates Health Director whose address is 416 J. Clyde Morris Blvd., Newport News, VA 23601, as the Agent of the Lessee, for the purpose of accepting notice as may be herein provided.

5. Special covenants:
- (a) This Deed of Lease is conditioned upon and subject to all state laws and continuation of the State-local health department affiliation now in existence; and, this Lease shall be cancelled automatically in the event of termination of the State-local health department affiliation now in existence, or in the event the local, State, or Federal government fails to appropriate or allocate sufficient funds for the purpose of continuation of this Lease.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.
 This lease arrangement is recommended this 15th day of January, 1986.

APPROVED: *W.H. Cope*
 (Local Health Director or Program Director)
 William H. Cope, M.D., Health Director

 (Division of Engineering and Buildings)

Samuel A. Ferguson
 for (Health Department Division Director)

[Signature] (SEAL)
 (Director of Administration,
 Virginia State Department of Health)

William J. Bean (SEAL)
 (Lessor; if corporation, state title)

(SEAL) Attest: *[Signature]*
 Secretary

Date _____
4.28.86
 Date _____
4/26/86
 Date _____
3/3/86
 Date _____
 Date _____