

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 21ST DAY OF MARCH, NINETEEN HUNDRED NINETY-FOUR, AT 5:05 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

**A. ROLL CALL**

Perry M. DePue, Chairman, Powhatan District  
David L. Sisk, Vice Chairman, Roberts District

Jack D. Edwards, Berkeley District  
Robert A. Magoon, Jr., Jamestown District  
Stewart U. Taylor, Stonehouse District  
David B. Norman, County Administrator  
Frank M. Morton, III, County Attorney

**B. WORK SESSION - Geographical Information System (GIS)**

Mr. John E. McDonald, Manager of Financial and Management Services, introduced William Brown, Director of Real Estate Assessments. Mr. Brown gave an update on GIS Background, Phase II implementation and vision for the future. Staff responded to questions from the Board.

Mr. DePue reconvened the Board at 7:00 p.m. and declared a recess for a James City County Transit Board of Directors' meeting.

Mr. DePue reconvened the Board at 7:03 p.m.

**C. PRESENTATIONS**

1. Court Appointed Special Advocate Program, Maurice McCarty

Mr. McCarty reported on the CASA activities and benefits provided to the County for the past year, and commended Social Services and Judge Thomas B. Hoover for their support. He thanked the Board for its financial support.

2. Industrial Development Authority 1993 Annual Report, Jon A. Nystrom, Chairman

Mr. Jon A. Nystrom, Chairman of the Industrial Development Authority, reported on the past year's accomplishments and noted future projects in anticipation of further positive economic development results.

**D. MINUTES - March 7, 1994**

Mr. DePue asked if there were additions or corrections to the minutes.

Mr. Taylor made a motion to approve the minutes.

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

**E. HIGHWAY MATTERS**

Mr. Michael Taylor, Williamsburg Assistant Resident Engineer, Virginia Department of Transportation, in response to previous Board requests, stated that a new directional sign at the Jamestown Ferry was being fabricated; waiting for contract to do curb cut and intersection work at Jamestown Road and Route 199; shoulder stabilization on Route 199 eastbound deceleration lane at Mounts Bay Road/Route 199 intersection had been completed; and, potholes are being repaired County-wide as quickly as possible.

Mr. Magoon asked Mr. Taylor to initiate the meeting with the Neck-O-Land residents regarding right-of-way acquisition.

The Board complimented the Virginia Department of Transportation for quick action and employee responsiveness.

Mr. Stewart Taylor asked about the status of request from citizens' petition to lower speed limit on Leisure Road (Route 674) near Upper County Park.

Mr. Michael Taylor replied that he would follow-up on the matter.

**F. CONSENT CALENDAR**

Mr. DePue stated that Agenda Item No. 6, Head Start Commendation, would be added to the Consent Calendar, and asked if a Board member wished to remove any item from the Consent Calendar.

Mr. DePue made a motion to approve the Consent Calendar.

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

1. Transit, FY 95 Section 18 Grant Application

**RESOLUTION**

**ETA SECTION 18 RESOLUTION**

**REQUEST FOR FEDERAL AND STATE MATCHING FUNDS - FY 95**

WHEREAS, the Federal Government and Commonwealth of Virginia have made funds available for public transportation; and

WHEREAS, the Board of Supervisors is desirous of securing said funds in support of the James City County Transit System's operations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator is authorized by the Board to execute and file application to the Virginia Department of Rail and Public Transportation, Commonwealth of Virginia, for a grant of Federal public transportation assistance under Section 18 of the Intermodal Surface Transportation Efficiency Act of 1991 and for a grant of State public transportation assistance under Budget Item 644 of the 1982 Acts of the General Assembly, Chapter 648, Financial Assistance for Mass Transit. Amounts requested for Federal assistance include \$223,965 to assist in administrative, operating, and capital costs and for State assistance of \$54,210 to defray up to fifty percent

(50%) of the local match for administrative expenses, \$7,600 to defray up to ninety-five percent (95%) of the local match for capital expenses, and \$79,368 to defray up to ninety-five percent (95%) of the costs by James City County for the purchase of fuels, lubricants, tires, and maintenance parts of an approved grant. The County Administrator shall be authorized to accept grant funds awarded and to furnish the Virginia Department of Rail and Public Transportation documents and other information as may be required for processing this grant request.

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County, Virginia, certifies that the funds shall be used in accordance with the requirements of FTA Section 18 Program and the State Appropriations Act of 1982, and that James City County may be subject to audit by the Virginia Department of Rail and Public Transportation and by the State Auditor of Public Accounts.

2. Dedication of Streets Mill Creek Landing, Section 1, and St. George's Hundred, Section 5, Phases 1 and 2

### **RESOLUTION**

#### **DEDICATION OF STREETS IN MILL CREEK LANDING, SECTION 1**

WHEREAS, the following roads in Mill Creek Landing, Section 1 are shown on plats recorded in the Clerk's Office of the Circuit Court of James City County and have been constructed to standards equal to the Virginia Department of Transportation's Subdivision Street Requirements as a requisite for acceptance for maintenance as part of the Secondary System of Highways; and

WHEREAS, the Board of Supervisors desires certain roads in Mill Creek Landing, Section 1 to be included in the State Secondary Highway System; and

WHEREAS, the Virginia Department of Transportation's Resident Engineer for James City County has inspected these roads and found them acceptable for maintenance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following roads in Mill Creek Landing, Section 1, Berkeley Election District, James City County, in the State Secondary Highway System:

1. Greyabbey Circle, 50-foot right-of-way  
     From: Route 1476 (Burnley Drive)  
     To: End of Cul-de-sac  
     Distance: 403 feet (0.08 mile)

The unencumbered right-of-way of 50 feet, along with drainage easements, are guaranteed as evidenced by the following plat of record:

Mill Creek Landing, Section 1, recorded in Plat Book 48, Page 84, dated June 1, 1988.

BE IT FURTHER RESOLVED that this resolution be forwarded to the Resident Engineer of the Virginia Department of Transportation.

**RESOLUTION****DEDICATION OF STREETS IN ST. GEORGE'S HUNDRED, SECTION 5, PHASES 1 AND 2**

WHEREAS, the following roads in St. George's Hundred, Section 5, Phases 1 and 2 are shown on plats recorded in the Clerk's Office of the Circuit Court of James City County and have been constructed to standards equal to the Virginia Department of Transportation's Subdivision Street Requirements as a requisite for acceptance for maintenance as part of the Secondary System of Highways; and

WHEREAS, the Board of Supervisors desires certain roads in St. George's Hundred, Section 5, Phases 1 and 2 to be included in the State Secondary Highway System; and

WHEREAS, the Virginia Department of Transportation's Resident Engineer for James City County has inspected these roads and found them acceptable for maintenance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following roads in St. George's Hundred, Section 5, Phases 1 and 2, Berkeley Election District, James City County, in the State Secondary Highway System:

1. St. George's Boulevard, 50- to 80-foot right-of-way  
From: Route 1441 (Arena Street)  
To: Wellington Circle  
Distance: 646 feet (0.12 mile)
2. Wellington Circle, 50-foot right-of-way  
From: St. George's Boulevard  
To: T-Turnaround  
Distance: 1,510 feet (0.29 mile)
3. Rothbury Drive, 50-foot right-of-way  
From: Wellington Circle  
To: Penrith Court  
Distance: 460 feet (0.09 mile)
4. Penrith Court, 50-foot right-of-way  
From: Rothbury Drive  
To: End of Cul-de-sac  
Distance: 245 feet (0.05 mile)

The unencumbered rights-of-way of 50 to 80 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

St. George's Hundred, Section 5, Phase 1, recorded in Plat Book 49, Page 39, dated September 1, 1988; and, St. George's Hundred, Section 5, Phase 2, recorded in Plat Book 51, Page 55, dated November 3, 1989.

BE IT FURTHER RESOLVED that this resolution be forwarded to the Resident Engineer of the Virginia Department of Transportation.

3. Petty Cash Fund - James River Commerce Center

**RESOLUTION**

**PETTY CASH FUND**

**JAMES RIVER COMMUNITY CENTER**

WHEREAS, a need exists to establish a Petty Cash fund at \$100 for the purpose of providing change to the public at the James River Community Center.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby authorize its Treasurer to issue a check from the General Fund to establish a Petty Cash fund up to, but not to exceed \$100.

4. Award of Ambulance Replacement Contract

**RESOLUTION**

**AWARD OF AMBULANCE REPLACEMENT CONTRACT**

WHEREAS, funds are available in the CIP Budget and in the Donation Trust Fund for replacement of the ambulance; and

WHEREAS, bids for replacement of the ambulance were received on February 14, 1994, with Aero Products of Virginia submitting the low bid of \$65,755.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby authorize the County Administrator to execute a contract between James City County and Aero Products of Virginia Corporation in the amount of \$65,755.

5. Intergovernmental Cooperation Agreement for Employment and Training Services

6. Head Start Commendation

**RESOLUTION**

**HEAD START COMMENDATION**

WHEREAS, the Head Start Program has long been hailed as a successful, cost-effective program for children; and

WHEREAS, the Williamsburg-James City County Head Start Program has provided quality services to our community for 29 years; and

WHEREAS, the Virginia Head Start Association Training Conference will be held in our area beginning March 23, 1994.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does commend the local Head Start Program and welcomes the Head Start Association to our area.

**G. BOARD CONSIDERATIONS**

1. 1994 Virginia Department of Transportation Preallocation Hearing

Mr. John T. P. Horne, Manager of Development Management, stated that the Virginia Department of Transportation Preallocation Suffolk district hearing for determining priorities for funding primary, urban, and interstate road projects FY 95 through FY 00 would be held March 29, 1994.

Staff recommended support of the County's priorities as listed in the resolution.

Mr. Sisk made a motion to approve the resolution.

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

**RESOLUTION**

**HIGHEST PRIORITY HIGHWAY PROJECTS IN JAMES CITY COUNTY**

- WHEREAS, the James City County Board of Supervisors believes that a safe, efficient and adequate transportation network is vital to the future of the County and the region; and
- WHEREAS, the James City County Comprehensive Plan and/or regional and State transportation plans and studies conclude that the following highway projects are essential to permit the safe and efficient movement of traffic in the Williamsburg-James City County area; and
- WHEREAS, there exists a pressing need to implement the projects below in order to relieve traffic congestion which causes inconvenience and delay, impedes the actions of emergency vehicles and personnel, and contributes the major source of air pollution to the area; and
- WHEREAS, public hearings for the corridor selection of Route 199 were successfully completed in 1979 and again in 1986, and the access point for the Grove Interchange on Interstate 64 was approved in 1979; and
- WHEREAS, the Commonwealth Transportation Board has included funding for the Grove Interchange in the Six-Year Improvement Program, FY 94-99, in recognition of the need for improved traffic circulation in the vicinity of Busch Gardens and the need to provide improved access to major developing industrial and commercial areas in James City County and Newport News; and
- WHEREAS, the Commonwealth Transportation Board has also recognized the tremendous traffic impacts caused by commercial development in the Lightfoot area by approving funding for the construction of Route 199 between Interstate 64 and Olde Towne Road (Route 658) and between John Tyler Highway (Route 5) and Ironbound Road (Route 615) in the FY 94-99 Six-Year Program; and
- WHEREAS, the adopted Skiffe's Creek Area Development Plan, incorporated into the Comprehensive Plan of James City County, designates new roadway construction bypassing hazardous portions of Pocahontas Trail (Route 60 East) and providing access to a major future industrial area; and

WHEREAS, the Secretary of Transportation has requested lower cost interim improvements along our major roadways.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the following list comprises the highest priority primary highway projects in James City County:

- o The design, construction and completion of Route 199 from Interstate 64 to John Tyler Highway (Route 5) as a full four-lane facility, and the widening of the existing section of Route 199 to four lanes in those areas where only two lanes presently exist.
- o The design and construction of the Grove Interchange on Interstate 64 as programmed in the adopted FY 94-99 Six-Year Improvement Program.
- o The design of an alternate alignment of Pocahontas Trail (Route 60 East) between the Anheuser-Busch access road and the Newport News city limits.
- o Interim improvements to six intersections on Pocahontas Trail (Route 60 East) by constructing turn lanes.
- o Design and construct one additional interchange as part of Route 199 construction.
- o Amendment of the Six-Year Plan to reflect the County's intent to begin P. E. and environmental work on the Route 5/Alternate Route 5 project.

With Board consensus, Mr. DePue was selected to attend the preallocation hearing.

2. FY 95 Demonstration/Experimental Grant Application, Transit

Mr. Richard Drumwright, Transit Administrator, stated that the Virginia General Assembly appropriated funds to be administered by the Virginia Department of Rail and Public Transportation to finance up to 95 percent of capital and operating expenses for Demonstration/Experimental Transportation Programs.

Mr. Drumwright explained that if the grant application for the project was approved for funding, Regional Transportation Connection would improve access between major population, activity and employment center of the Peninsula (Hampton and Newport News) and Greater Williamsburg (City of Williamsburg, Counties of James City and York) with 7 proposed strategic stops.

The Board commended Mr. Drumwright for an excellent transit system and for his efforts for regional transportation.

Mr. DePue made a motion to approve the resolution.

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

**RESOLUTION**

**DEMONSTRATION/EXPERIMENTAL PROGRAM RESOLUTION**

**REQUEST FOR STATE MATCHING FUNDS - FY 95**

WHEREAS, the Commonwealth of Virginia have made funds available for demonstration/experimental transportation programs; and

WHEREAS, the Board of Supervisors is desirous of securing funds in support of the James City County Transit's Regional Transportation Connection Experimental Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator is authorized by the Board to execute and file application to the Virginia Department of Rail and Public Transportation, Commonwealth of Virginia, for a grant of State Public Transportation Assistance, under Section 58.12425.E of the Code of Virginia for Public Transportation. The amount requested for State assistance is \$13,872, to defray up to 95 percent of the cost by James City County for capital and operating expenses of an approved grant. The County Administrator shall be authorized to accept grant funds awarded and to furnish the Virginia Department of Rail and Public Transportation documents and other information as may be required for processing this grant request.

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County, Virginia, certifies funds shall be used in accordance with the requirements of Section 58.12425.E of the Code of Virginia, as approved by the 1992 Acts of the General Assembly and that James City County be subject to audit by the Virginia Department of Rail and Public Transportation and by the State Auditor of Public Accounts.

3. General Obligation Bonds

Mr. John E. McDonald, Manager of Financial and Management Services, stated that Federal Law required a resolution for each bond (school, library, and parks and recreation) to ensure interest on bonds issued to reimburse expenses would be exempt from Federal income taxes. He explained the resolution that would appropriate the first \$2,000,000 component of the bonds to legally authorize spending as shown in that resolution.

Mr. DePue made a motion to approve the resolutions.

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

**RESOLUTION**

**OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR SCHOOL FACILITIES**

**WITH PROCEEDS OF BONDS**

WHEREAS, James City County, Virginia (the "County"), has commenced a school construction program (the "Project"); and

WHEREAS, the County intends to pay costs of the Project prior to the issuance of the Bonds, as hereinafter defined, and to receive reimbursement for such expenditures from proceeds of the sale of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that:

1. The County intends to finance costs of the Project through the issuance of tax-exempt bonds in an amount not to exceed \$38,600,000 (the "Bonds").
2. The County intends to receive reimbursement from proceeds of the sale of the Bonds for costs of the Project paid by the County prior to the issuance of the Bonds.

3. The County intends that the adoption of this resolution be considered as "official intent" within the meaning of Treasury Regulations Section 1.103-18 promulgated under the Internal Revenue Code of 1986, as amended.
4. The Clerk of the Board of Supervisors of James City County (the "Clerk") is directed to make a copy of this resolution continuously available for inspection by the general public during normal business hours at the Clerk's office from the date of adoption hereof through the date of the issuance of the Bonds.

### RESOLUTION

#### OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR LIBRARY FACILITIES

#### WITH PROCEEDS OF BONDS

WHEREAS, James City County, Virginia (the "County"), has commenced a program for construction of library facilities (the "Project"); and

WHEREAS, the County intends to pay costs of the Project prior to the issuance of the Bonds, as hereinafter defined, and to receive reimbursement for such expenditures from proceeds of the sale of Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that:

1. The County intends to finance costs of the Project through the issuance of tax-exempt bonds in an amount not to exceed \$5,500,000 (the "Bonds").
2. The County intends to receive reimbursement from proceeds of the sale of Bonds for costs of the Project paid by the County prior to the issuance of the Bonds.
3. The County intends that the adoption of this resolution be considered as "official intent" within the meaning of Treasury Regulations Section 1.103-18 promulgated under the Internal Revenue Code of 1986, as amended.
4. The Clerk of the Board of Supervisors of James City County (the "Clerk") is directed to make a copy of the resolution continuously available for inspection by the general public during normal business hours at the Clerk's office from the date of adoption hereof through the date of the issuance of the Bonds.

### RESOLUTION

#### OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR PARK AND RECREATION

#### FACILITIES WITH PROCEEDS OF BONDS

WHEREAS, James City County, Virginia (the "County") has commenced a program for construction of park and recreation facilities (the "Project"); and

WHEREAS, the County intends to pay costs of the Project prior to the issuance of the Bonds, as hereinafter defined, and to receive reimbursement for such expenditures from proceeds of the sale of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that:

1. The County intends to finance costs of the Project through the issuance of tax-exempt bonds in an amount not to exceed \$8,000,000 (the "Bonds").
2. The County intends to receive reimbursement from proceeds of the sale of the Bonds for costs of the Project paid by the County prior to the issuance of the Bonds.
3. The County intends that the adoption of this resolution be considered as "official intent" within the meaning of Treasury Regulations Section 1.103-18 promulgated under the Internal Revenue Code of 1986, as amended.
4. The Clerk of the Board of Supervisors of James City County (the "Clerk") is directed to make a copy of this resolution continuously available for inspection by the general public during normal business hours at the Clerk's office from the date of adoption hereof through the date of issuance of the Bonds.

**RESOLUTION**

**APPROPRIATION - BOND PROCEEDS FOR REFERENDA PROJECTS**

WHEREAS, referenda on three County projects was approved by County voters on March 1, 1994; and

WHEREAS, anticipated spending on property acquisition, engineering and legal costs is anticipated prior to July 1, 1994, and has been authorized for reimbursement from bond proceeds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby appropriates \$2,000,000 in the capital budget for the following projects:

Proceeds from General Obligation Bonds	<u>\$2,000,000</u>
Capital Project Budgets:	
District Park	\$1,500,000
Lafayette	200,000
New High School	200,000
Library	<u>100,000</u>
	<u>\$2,000,000</u>

**H. PUBLIC COMMENT**

1. Mr. Ed Oyer, 139 Indian Circle, noted instances of trash being dumped along roadsides, or being burned in barrels, and spoke of his concerns about County waste management.

Mr. DePue stated some of solid waste issues would be addressed during the budget process.

Mr. Norman responded in the affirmative.

2. Ms. Linda Tiexeira, 904 Wood Duck Commons, reiterated her concerns regarding the issues of shrink-swell soils and slope grade. She asked the Board to consider these issues.

Mr. DePue responded that a work session was planned for May on the shrink-swell soils issue.

**I. REPORTS OF THE COUNTY ADMINISTRATOR**

Mr. Norman recommended an executive session pursuant to Section 2.1-344(A)(1) of the Code of Virginia to consider a personnel matter, appointment of individuals to County boards and/or commissions and Section 2.1-344(A)(3) of the Code of Virginia to consider acquisition of two parcels of property for public use.

**J. BOARD REQUESTS AND DIRECTIVES**

Mr. DePue requested an update by Code Compliance regarding a sign on Centerville Road.

Mr. DePue declared a recess of the Board for a James City Service Authority meeting, at 7:57 p.m.

Mr. DePue reconvened the Board at 8:26 p.m.

Mr. Edwards made a motion to convene into executive session as recommended above by the County Administrator, at 8:27 p.m.

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

Mr. DePue reconvened the Board into open session and made a motion to approve the executive session resolution at 9:40 p.m.

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

**RESOLUTION**

MEETING DATE: March 21, 1994

**CERTIFICATION OF EXECUTIVE MEETING**

WHEREAS, the Board of Supervisors of James City County, Virginia, (Board) has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by the Board that such executive meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby certifies that, to the best of each member's knowledge; (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies; and, (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Board.

Mr. DePue made a motion to appoint Harry Knight as Chairman, James Wallbank, Russell Carlton, Gladys Jones, David Stratton, Brenda Norwood and Phil Smead, with Gary Crickenberger as an alternate if a regular appointee would not wish to serve, to the Firearms Safety Task Force; to reappoint Joseph Mastaler, Jr. for a 4-year term and to appoint Walter A. Dandridge for a 4-year term to the Parks and Recreation Commission, terms expiring April 12, 1998, respectively.

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

Mr. Sisk made a motion to approve the Option Agreement/Norge Center, Inc.

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

**RESOLUTION**

**OPTION AGREEMENT/NORGE CENTER, INC.**

WHEREAS, the Board of Supervisors deems it in the best interest of the County to secure a site for a proposed branch library.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that it hereby authorizes and directs the Chairman to enter into that certain Option dated March 21, 1994, by and between Norge Center, Inc., and the County of James City.

Mr. DePue made a motion to approve the Option Agreement/Delmarva Properties, Inc.

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

**RESOLUTION**

**OPTION AGREEMENT/DELMARVA PROPERTIES, INC.**

WHEREAS, the Board of Supervisors deems it in the best interest of the County to secure a site for a proposed District Park.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that it hereby authorizes and directs the Chairman to enter into that certain Option dated March 4, 1994, by and between Delmarva Properties, Inc., and the County of James City.

Mr. DePue made a motion to adjourn.

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

The Board adjourned at 9:43 p.m.



David B. Norman  
Clerk to the Board

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR EMPLOYMENT AND TRAINING SERVICES**

THIS AGREEMENT, made this 14th day of December, 1993, by and between the CITY OF NEWPORT NEWS, the CITY OF HAMPTON, the COUNTY OF YORK, the COUNTY OF JAMES CITY, the COUNTY OF GLOUCESTER, the CITY OF WILLIAMSBURG, and the CITY OF POQUOSON, each a political subdivision of the COMMONWEALTH OF VIRGINIA.

**W I T N E S S E T H:**

That pursuant to the provisions of Section 15.1-21 of the Code of Virginia, 1950, as amended, the aforesaid political subdivisions do hereby mutually agree to establish a CONSORTIUM OF GOVERNMENTS (COG) to participate in concert with the Private Industry Council (PIC) of Service Delivery Area (SDA) #13 in the Job Training Partnership Act (JTPA) programs.

That the purpose of this AGREEMENT is to accomplish for SDA #13, by joint and cooperative action, the objective of the JTPA, which is:

To establish programs to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment.

Each participating political subdivision agrees to the following provisions:

1. This Agreement shall become effective on January 1, 1994 and shall supersede the previous Joint Working Agreement between the parties entered into on October 1, 1983. The duration of this Agreement shall be indefinite.
2. The organization created hereby to participate in partnership with the PIC to accomplish the objectives of JTPA shall be known as the Consortium of Governments (COG), the membership of which shall consist of the City Managers and County Administrators, or an alternate designated by such officer, of each of the parties hereto. The COG shall employ no one, own no property or require any budget or funding. Each member of the COG shall provide its own insurance in such kinds and amounts as it shall determine.
3. There shall be elected by a majority vote of the COG, a Chairman and a Deputy Chairman, each to serve concurrent terms of one year. The Deputy Chairman shall preside in the absence of the Chairman. In the absence of both the Chairman and the Deputy Chairman, the members present by majority vote shall elect a Temporary Chairman.
4. Meetings of the COG shall be held at the call of the Chairman; provided that the COG shall meet not less frequently than

quarterly, and that notice of the call of a meeting shall be received by the representatives of the parties hereto, not less than five (5) days prior to the date on which the meeting is to be held.

5. Except as otherwise provided herein, matters brought before the COG shall be resolved by a simple majority of the total votes of the COG. The distribution of votes shall be as follows:

City of Newport News	2
City of Hampton	2
County of York	1
County of James City	1
County of Gloucester	1
City of Williamsburg	1
City of Poquoson	<u>1</u>
TOTAL VOTES	9

6. The COG is authorized to enter into a Joint Working Agreement with the Greater Peninsula Private Industry Council for the purpose of defining each party's role and responsibilities for conducting programs and activities in accordance with Public Law 97-300, the Job Training Partnership Act.

7. The COG shall approve, by at least a two-thirds (2/3) vote, the Job Training Plan prepared by the PIC, including the appropriate budget allocations for training, support services and administration. Such Plan shall be signed by the Chairman prior to being delivered to the Governor of the Commonwealth of Virginia for final approval.

8. The COG shall monitor the performance of the job training-related service providers to ascertain their effectiveness and to make appropriate recommendations to the PIC.

9. The COG shall have the responsibility for compiling a slate of recommended candidates for appointment or reappointment to the PIC, in conformance with Section 102(c) of JTPA and shall submit such slate of candidates for the ratification and approval of the governing body of the parties to this Agreement.

10. Pursuant to Section 627.702 of the JTPA Interim Final Regulations and directives of the Commonwealth of Virginia, the PIC and the political subdivisions, which constitute Service Delivery Area #13, shall be responsible for repayment of federal monies spent in violation of the JTPA or regulations promulgated thereunder. Any obligation for repayment shall be met first with nonfederal monies reserved by the Private Industry Council for said purpose. The parties to this Agreement shall contribute toward any remaining repayment obligation if said obligation was incurred prior to July 1, 1993 as follows: Newport News, 53%; Hampton, 29%; Williamsburg, 1%; Poquoson, 1%; James City County, 5%; Gloucester County, 6%; and York County, 5%. Any remaining repayment obligation incurred after July 1, 1993 shall be shared among the parties to this Agreement in the same proportion as their residents participated in the JTPA-funded activities during the preceding two program years.

11. Any party to this Agreement may withdraw from the COG upon providing a notice in writing, at least three months in advance of the effective date of the withdrawal; however, the functioning of the COG shall continue to function with the remaining members.

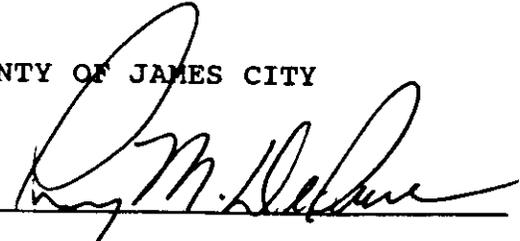
12. The COG may dissolve itself by a two-thirds (2/3) vote of the total votes.

13. This Agreement shall be executed as an original only for filing with the Administrative Entity of the PIC. All participating political subdivisions shall receive a conformed copy.

14. The parties hereto, by signature of their respective officials, duly authorized to execute this Agreement, certify that they possess full legal authority to enter into this Agreement to provide job training services and endorse the objectives and accept the terms and conditions hereof.

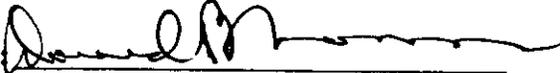
WITNESS the following signatures and seals:

COUNTY OF JAMES CITY

By: 

Its: Chairman, Board of Supervisors

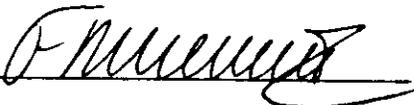
ATTEST:

By: 

Its: Clerk to the Board

APPROVED AS TO FORM:

REVIEWED BY:

By: 

By: \_\_\_\_\_

## OPTION AGREEMENT

THIS OPTION AGREEMENT, made this 21<sup>st</sup> day of March, 1994, between NORGE CENTER, INC., a Virginia Corporation (hereinafter called "Seller"), COUNTY OF JAMES CITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA (hereinafter called "Buyer").

1. OPTION GRANTED. The Seller hereby grants to the Buyer the exclusive option to purchase the property described in paragraph two (2) hereof, upon the terms and conditions set forth in this agreement (all hereinafter called "the Option").

2. PROPERTY. The following described real estate and all improvements thereon, if any, located in the County of James City, Virginia (all hereinafter called "the Property") shall be the subject of the Option.

The property is located between Croaker Road (SR 607) and Maxton Lane (SR 758). The site is bounded on the south by the CSX Railroad right-of-way. The site fronts approximately 1,500 feet along Croaker Road and approximately 425 feet along Maxton Lane.

The property consists of 14.541 acres and is identified on the James City County Tax Map as Tax Map No.: (13-4)(1-23A).

3. PRICE OF OPTION. The price of the Option is Five Thousand 00/100 Dollars (\$5,000.00), which shall be paid by the Buyer to the Seller upon the commencement of the term of the Option as specified in paragraph four (4) hereof. This sum is nonrefundable except as specifically provided in Paragraph 10 D (3) below.
4. TERM OF OPTION. This Option shall commence on the date hereof and shall run and be effective until June 1, 1994. Time is of the essence as to this term of the Option and the renewal term, if any, specified in paragraph (5).
5. RENEWAL OF OPTION TERM. The Option may be renewed for one (1) additional month upon the payment a sum to be agreed upon by the parties.
6. NOTICE OF EXERCISE OF THE OPTION SHALL BE DELIVERED AS FOLLOWS: (i) By the Buyer to the Seller, in writing, by certified mail, return receipt requested, addressed to the Seller at the address set forth herein, postmarked during the term of the option, or the renewal term, if any, then in effect; or (ii) by hand delivery by the Buyer to the Seller. Notice shall be deemed given upon receipt of the notice of exercise of the Option by the Seller.
7. FAILURE TO EXERCISE OPTION. If Buyer shall not exercise the Option or give notice thereof as herein provided, within the time limit specified, the Option shall become null and void and the Option money paid by Buyer for the term of the Option and the renewal term, if any, shall be retained by Seller, free of all claims of the Buyer.

8. ENTRY ONTO PROPERTY DURING OPTION TERM. During the term of the Option, Seller shall permit the Buyer, its agents, employees and independent contractors to enter upon the Property to make all environmental or hazardous waste surveys as provided herein, and all engineering, and related studies and surveys reasonably necessary for the development of the Property for wetlands, a public park, other public purposes and all facilities accessory thereto. Buyer shall promptly reimburse Seller for all damages to the Property arising out of such studies and surveys and shall hold the Seller harmless from all lien claims, injury to persons and damage to the Property arising out of such studies and surveys. Buyer agrees not to commit or permit waste upon the Property. Buyer agrees that the Property shall remain in substantially the same condition as it is now and Buyer will not cause or permit any trees to be cut on the Property without the prior written consent of Seller. These particular provisions shall survive the expiration of the Option term.

In the event that the Buyer does not exercise this option to purchase, the Buyer shall forthwith deliver to the Seller, at no cost to the Seller, such studies, reports, test results, and surveys as may have been prepared under the terms of this paragraph.

9. ZONING AND SITE PLAN APPROVALS, PERMITS AND UTILITIES. During the term of the Option, Seller shall cooperate with Buyer, its agents, employees and independent contractors (but shall not be obligated to expend any funds) in securing all zoning and site plan approvals, permits and utilities reasonably necessary for the development of the Property for wetlands, a public park, other public purposes and all facilities accessory thereto. The obtaining of

such zoning and site plan approvals, permits and utilities shall not be a condition precedent to settlement nor shall failure to obtain such approvals, permits and utilities entitle the Buyer to extend the Option or rescind the Contract created by exercise of the Option or any settlement pursuant thereto.

However, during the term of this Option, the Buyer commits that it will do no act which will in any way limit or prejudice future uses of the property in the event that the Buyer does not exercise this Option.

10. TERMS OF CONTRACT OF SALE. If Buyer exercises the Option and gives notice of the exercise of the Option as herein provided, within the time limit specified, this agreement shall automatically constitute a contract of sale between the Buyer and the Seller, upon the following additional terms and conditions:

A. **Purchase Price:** The purchase price shall be Two Hundred and Ninety Thousand Eight Hundred and Twenty Dollars (\$290,820.00).

B. **Credit of Option Money.** If Buyer exercises the Option and gives notice within the initial or the renewal term as provided herein, the total of the money paid for the initial term and renewal shall apply to and reduce in like amount the balance due in cash at settlement.

C. **Terms of Payment.** The purchase price shall be paid as follows:

**\$290,820.00 Cash At Settlement.**

**D. Conveyance.** Seller agrees to convey marketable, fee simple title to the Property to the Buyer, insurable for both the Buyer and its mortgagee by Lawyers Title Insurance Corporation or other acceptable national title insurer, at normal rates, by a General Warranty Deed with the English Covenants of Title, free and clear from all encumbrances, tenancies, liens or limitations of record or apparent on the ground, except the following:

- (1) The lien for current year's taxes which shall be prorated at settlement.
- (2) Such state of facts as would be revealed by an inspection and subsequent survey of the property.
- (3) Such normal and customary liens and exceptions for utilities and the like which do not render title unmarketable or prevent the Buyer from using the property for the intended purpose.
- (4) The Buyer commits that it will have the title to the real estate examined within thirty (30) days from the date of exercise of this Option, and will report within such thirty (30) days to the Seller any objection to title which are unacceptable to the Buyer. Any objections not reported within the specified period shall be conclusively deemed to be waived.

11. REPRESENTATIONS AND WARRANTIES REGARDING HAZARDOUS SUBSTANCES.

Seller represents and warrants the following as of the date hereof and as of the date of settlement:

A. To Seller's knowledge and belief, there are no residual hazardous substances ("Hazardous Substances") or toxic substances ("Toxic Substances") on the Property. As used in this Option, "Hazardous Substances" means and includes (i) all substances subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.*, or applicable state law and any other applicable federal, state, or local laws and regulations now in force or hereafter enacted relating to the use, storage and disposal of Hazardous Substances, and (ii) all substances listed in the United States Department of Transportation Table (49 C.F.R. Sec 172.010 and amendments thereto); and "Toxic Substances" means and includes any material, present on the Property that has been shown to have significant adverse effects on human health or that is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. Sec 2610, *et seq.*, applicable state law, or any other applicable federal, state, or local laws and regulations now in force or hereafter enacted relating to Toxic Substances. Toxic Substances include, without limitation, asbestos, polychlorinated biphenyls (PCBs), petroleum products and lead-based paints. All such laws relating to the use and disposal of Hazardous Substances and Toxic Substances are collectively referred to in this Contract as "Environmental Laws."

- B. To Seller's knowledge and belief, there are no pending or threatened litigation, orders, rulings, inquiries, notices, permits or investigations regarding Hazardous Substances and/or Toxic Substances on the Property.
- C. Seller will not engage in and will not permit any other parties, including, without limitation, tenants, licensees and occupants, to engage in any activity on or about the Property that could involve or lead to (i) the use, manufacture, storage, transportation, discharge, release or disposal of Hazardous Substances or Toxic Substances, or (ii) the imposition of liability upon Lessor or any other subsequent or former owner of the Property or the creation of a lien on the Property under any Environmental Laws.
- D. Seller will use its best efforts to comply with the requirements of all Environmental Laws and will promptly notify Lessee of the discovery of Hazardous Substances or Toxic Substances on or about the Property. Seller will promptly forward to Buyer copies of all orders, notices, inquiries, permits, applications or other communications and reports in connection with any discharge, spillage, use or the discovery of Hazardous Substances or Toxic Substances or any other matters relating to Environmental Laws as they may affect the Property.
- E. In the event of the presence of Hazardous Substances or Toxic Substances upon Property as determined by an environmental site assessment or environmental audit report ("Environmental Audit"), whether or not the same originates or emanates from the Property, Seller shall have the election of (i) removing the Hazardous Substance or Toxic Substance in compliance

F. **Settlement.** Settlement shall be made at the offices of the James City County Attorney, 101 Mounts Bay Road, Williamsburg, Virginia, on or before June 1, 1994.

G. **Proration.** All taxes, interest, and rent, if any, shall be prorated as of the date of settlement and shall apply to and reduce in like amount the balance in cash at settlement specified in paragraph ten (10) (C).

H. **Risk of Loss.** All risk of loss or of damage to the Property (including, but not limited to loss or damage to merchantable timber) by fire, windstorm, casualty or any other cause is assumed by Seller until Settlement.

However, any loss or damage to the property occurring pursuant to paragraph eight (8) of this option shall be the responsibility of the Buyer.

12. **APPLICABLE LAW.** This agreement shall be construed, interpreted and implied according to the law of Virginia, and it shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

13. **DISCLOSURE/REAL ESTATE BROKERAGE COMMISSION.** The parties agree that no broker or real estate agent is due any fee or commission due to this transaction. Should a commission or fee be due any broker or agent, it is agreed that payment thereof shall be the responsibility of the party hiring or engaging said broker or agent.

14. ENTIRE AGREEMENT. Seller makes no representation or warranties whatsoever concerning the suitability of the Property for any particular use or uses. This agreement constitutes the entire agreement among the parties and may not be modified or changed except by written instrument executed by all parties hereto.

15. NOTICE. Any notices required or desired to be given under the terms of this document shall be given by hand delivery or United States Mail, certified, return receipt requested, proper postage affixed, mailed to the following:

If to Seller: Attn: Gary M. Massie  
NORGE CENTER, INC.  
3900 COKES LANE  
WILLIAMSBURG, VA 23188

If to Buyer: County Administrator  
P.O. Box 8784  
Williamsburg, VA 23187-8784

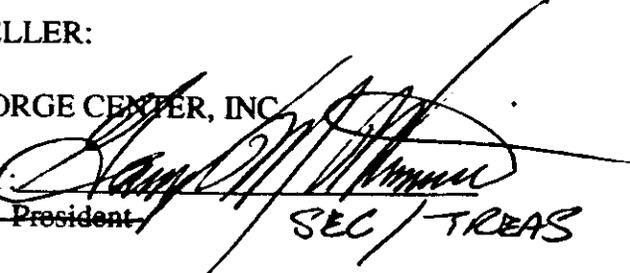
With a copy to: County Attorney  
P.O. Box 8784  
Williamsburg, VA 23187-8784

WITNESS the following signatures and seals:

SELLER:

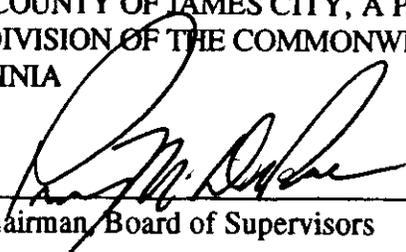
NORGE CENTER, INC

BY:

  
~~President~~

SEC/TREAS

BUYER:

THE COUNTY OF JAMES CITY, A POLITICAL  
SUBDIVISION OF THE COMMONWEALTH OF  
VIRGINIABY:   
Chairman, Board of SupervisorsSTATE OF VIRGINIA  
COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me this 14 day of March,  
1994, by Gary M. Masie, Sec/Treas. of Norge  
Center, Inc., a Virginia corporation on behalf of the corporation.

Louise M. Gassett  
Notary Public

My Commission expires: July 31, 1994

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

The foregoing instrument was acknowledged before me this 21st day of March,  
1994, by Gary M. dePue, Chairman, Board of Supervisors,  
of the County of James City, a political subdivision of the Commonwealth of Virginia, on behalf  
of the County.

Mary Frances Rieger  
Notary Public

My Commission expires October 31, 1997.

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## OPTION AGREEMENT

THIS OPTION AGREEMENT, made this 4 day of March, 1994 between DELMARVA PROPERTIES, INC., a Virginia Corporation (hereinafter called "Seller"), COUNTY OF JAMES CITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA (hereinafter called "Buyer").

1. OPTION GRANTED. The Seller hereby grants to the Buyer the exclusive option to purchase the property described in paragraph two (2) hereof, upon the terms and conditions set forth in this agreement (all hereinafter called "the Option").

2. PROPERTY. The following described real estate and all improvements thereon, if any, located in the County of James City, Virginia (all hereinafter called "the Property") shall be the subject of the Option.

The property is located on the east side of Jolly Pond Road (Route 611), adjacent to property of Dixon L. Jackson, Jr., and is bounded on the north by property of Sleepy Hollow Corporation of Toano, and is further bounded on the south by property of Gray Associates. The property consists of 477.940 acres and is identified on the James City County Tax Map as Tax Map No.: (31-1)(1-79).

3. PRICE OF OPTION. The price of the Option is Five Thousand 00/100 Dollars (\$5,000.00), which shall be paid by the Buyer to the Seller upon the commencement of the term

of the Option as specified in paragraph four (4) hereof. This sum is nonrefundable except as specifically provided in Paragraph 10 D (3) below.

4. TERM OF OPTION. This Option shall commence on the date hereof and shall run and be effective until ~~April 1~~ <sup>April 30</sup>, 1994. Time is of the essence as to this term of the Option and the renewal term, if any, specified in paragraph (5).

5. RENEWAL OF OPTION TERM. The Option may be renewed for one (1) additional month upon the payment a sum to be agreed upon by the parties.

6. NOTICE OF EXERCISE OF THE OPTION SHALL BE DELIVERED AS FOLLOWS: (i) By the Buyer to the Seller, in writing, by certified mail, return receipt requested, addressed to the Seller at the address set forth herein, postmarked during the term of the option, or the renewal term, if any, then in effect; or (ii) by hand delivery by the Buyer to the Seller. Notice shall be deemed given upon receipt of the notice of exercise of the Option by the Seller.

7. FAILURE TO EXERCISE OPTION. If Buyer shall not exercise the Option or give notice thereof as herein provided, within the time limit specified, the Option shall become null and void and the Option money paid by Buyer for the term of the Option and the renewal term, if any, shall be retained by Seller, free of all claims of the Buyer.

8. ENTRY ONTO PROPERTY DURING OPTION TERM. During the term of the Option, Seller shall permit the Buyer, its agents, employees and independent contractors to enter upon the Property to make all environmental or hazardous waste surveys as provided herein, and all engineering, and related studies and surveys reasonably necessary for the development of the Property for wetlands, a public park, other public purposes and all facilities accessory thereto. Buyer shall promptly reimburse Seller for all damages to the Property arising out of such studies and surveys and shall hold the Seller harmless from all lien claims, injury to persons and damage to the Property arising out of such studies and surveys. Buyer agrees not to commit or permit waste upon the Property. Buyer agrees that the Property shall remain in substantially the same condition as it is now and Buyer will not cause or permit any trees to be cut on the Property without the prior written consent of Seller. These particular provisions shall survive the expiration of the Option term.

In the event that the Buyer does not exercise this option to purchase, the Buyer shall forthwith deliver to the Seller, at no cost to the Seller, such studies, reports, test results, and surveys as may have been prepared under the terms of this paragraph.

9. ZONING AND SITE PLAN APPROVALS, PERMITS AND UTILITIES. During the term of the Option, Seller shall cooperate with Buyer, its agents, employees and independent contractors (but shall not be obligated to expend any funds) in securing all zoning and site plan approvals, permits and utilities reasonably necessary for the development of the Property for wetlands, a public park, other public purposes and all facilities accessory thereto. The obtaining

of such zoning and site plan approvals, permits and utilities shall not be a condition precedent to settlement nor shall failure to obtain such approvals, permits and utilities entitle the Buyer to extend the Option or rescind the Contract created by exercise of the Option or any settlement pursuant thereto.

However, during the term of this Option, the Buyer commits that it will do no act which will in any way limit or prejudice future uses of the property in the event that the Buyer does not exercise this Option.

10. TERMS OF CONTRACT OF SALE. If Buyer exercises the Option and gives notice of the exercise of the Option as herein provided, within the time limit specified, this agreement shall automatically constitute a contract of sale between the Buyer and the Seller, upon the following additional terms and conditions:

A. - Purchase Price: The purchase price shall be One Million Three Hundred Fourteen Thousand Three Hundred and Sixty Dollars (\$1,314,360.00).

B. Credit of Option Money. If Buyer exercises the Option and gives notice within the initial or the renewal term as provided herein, the total of the money paid for the initial term and renewal shall apply to and reduce in like amount the balance due in cash at settlement.

C. Terms of Payment. The purchase price shall be paid as follows:

\$1,314,360.00 Cash At Settlement.

D. Conveyance. Seller agrees to convey marketable, fee simple title to the Property to the Buyer, insurable for both the Buyer and its mortgagee by Lawyers Title Insurance Corporation or other acceptable national title insurer, at normal rates, by a General Warranty Deed with the English Covenants of Title, free and clear from all encumbrances, tenancies, liens or limitations of record or apparent on the ground, except the following:

- (1) The lien for current year's taxes which shall be prorated at settlement.
- (2) Such state of facts as would be revealed by an inspection and subsequent survey of the property.
- (3) Such normal and customary liens and exceptions for utilities and the like which do not render title unmarketable or prevent the Buyer from using the property for the intended purpose.
- (4) The Buyer commits that it will have the title to the real estate examined within thirty (30) days from the date of exercise of this Option, and will report within such thirty

(30) days to the Seller any objection to title which are unacceptable to the Buyer. Any objections not reported within the specified period shall be conclusively deemed to be waived.

11. REPRESENTATIONS AND WARRANTIES REGARDING HAZARDOUS SUBSTANCES.

Seller represents and warrants the following as of the date hereof and as of the date of settlement:

A. To Seller's knowledge and belief, there are no residual hazardous substances ("Hazardous Substances") or toxic substances ("Toxic Substances") on the Property. As used in this Option, "Hazardous Substances" means and includes (i) all substances subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., or applicable state law and any other applicable federal, state, or local laws and regulations now in force or hereafter enacted relating to the use, storage and disposal of Hazardous Substances, and (ii) all substances listed in the United States Department of Transportation Table (49 C.F.R. Sec 172.010 and amendments thereto); and "Toxic Substances" means and includes any material, present on the Property that has been shown to have significant adverse effects on human health or that is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. Sec 2610, et seq., applicable state law, or any other applicable federal, state, or local laws and regulations now in force or hereafter enacted relating to Toxic Substances. Toxic Substances

include, without limitation, asbestos, polychlorinated biphenyls (PCBs), petroleum products and lead-based paints. All such laws relating to the use and disposal of Hazardous Substances and Toxic Substances are collectively referred to in this Contract as "Environmental Laws."

B. To Seller's knowledge and belief, there are no pending or threatened litigation, orders, rulings, inquiries, notices, permits or investigations regarding Hazardous Substances and/or Toxic Substances on the Property.

C. Seller will not engage in and will not permit any other parties, including, without limitation, tenants, licensees and occupants, to engage in any activity on or about the Property that could involve or lead to (i) the use, manufacture, storage, transportation, discharge, release or disposal of Hazardous Substances or Toxic Substances, or (ii) the imposition of liability upon Lessor or any other subsequent or former owner of the Property or the creation of a lien on the Property under any Environmental Laws.

D. Seller will use its best efforts to comply with the requirements of all Environmental Laws and will promptly notify Lessee of the discovery of Hazardous Substances or Toxic Substances on or about the Property. Seller will promptly forward to Buyer copies of all orders, notices, inquiries, permits, applications or other communications and reports in connection with any discharge, spillage, use or the discovery of Hazardous Substances or Toxic Substances or any other matters relating to Environmental Laws as they may affect the Property.

E. In the event of the presence of Hazardous Substances or Toxic Substances upon Property as determined by an environmental site assessment or environmental audit report ("Environmental Audit"), whether or not the same originates or emanates from the Property, Seller shall have the election of (i) removing the Hazardous Substance or Toxic Substance in compliance with the requirements of applicable Environmental Laws in order to comply with the Environmental Laws and the Environmental Audit, in which event Buyer shall proceed to settlement in accordance with the terms of this Option, or (ii) terminating this Contract by written notice to Buyer, whereupon, Seller shall refund to Buyer all deposits paid hereunder and the parties shall be released from any further liability and obligation hereunder.

Seller covenants that there are no other restrictions, easements, encumbrances, tenancies, liens or limitations either of record or apparent on the ground which would materially adversely affect the development of the Property for a public park and/or other public purposes and facilities accessory thereto. If there arises any other restriction, easement, encumbrance, tenancy, lien or limitations either of record or apparent on the ground which would materially adversely affect the development of the Property for said purposes and Seller elects not to correct said item(s), Buyer may (i) elect to take the title 'as is'; or (ii) elect to terminate this Contract by written notice to Seller, whereupon, Seller shall refund to Buyer all deposits paid hereunder and the party shall be released from any further liability and obligation hereunder.

Seller agrees to pay the expense of preparing the deed, the recordation tax applicable to the Seller, and Seller's own attorney's fees. All other costs of settlement, including without

limitation recording costs (exclusive of grantor's tax), the costs of Buyer's attorney, any survey costs, the costs of title examination and the premium for title insurance shall be borne by the Buyer. Possession shall be delivered on the date of settlement. Any rollback taxes triggered at settlement or subsequent to the date of settlement shall be paid by the Buyer.

F. Settlement. Settlement shall be made at the offices of the James City County Attorney, 101 Mounts Bay Road, Williamsburg, Virginia, ~~within thirty (30) days after the exercise of the Option.~~ *on or before May 4, 1994*

G. Proration. All taxes, interest, and rent, if any, shall be prorated as of the date of settlement and shall apply to and reduce in like amount the balance in cash at settlement specified in paragraph ten (10) (C).

H. Risk of Loss. All risk of loss or of damage to the Property (including, but not limited to loss or damage to merchantable timber) by fire, windstorm, casualty or any other cause is assumed by Seller until Settlement.

However, any loss or damage to the property occurring pursuant to paragraph eight (8) of this option shall be the responsibility of the Buyer.

12. APPLICABLE LAW. This agreement shall be construed, interpreted and implied according to the law of Virginia, and it shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

13. DELMARVA DISCLOSURE/REAL ESTATE BROKERAGE COMMISSION. Delmarva Properties, Inc., discloses that it is a real estate broker licensed in and for the Commonwealth of Virginia, acting as owner/seller/broker in this transaction, for its own account.

Other than Delmarva Properties, Inc., the parties represent each to the other that no broker or agent has participated in the execution of this option, nor will any agent or broker participate in settlement hereunder. Should a commission be due any broker or agent, it is agreed that payment thereof shall be the responsibility of the party hiring or engaging said broker or agent.

14. ENTIRE AGREEMENT. Seller makes no representation or warranties whatsoever concerning the suitability of the Property for any particular use or uses. This agreement constitutes the entire agreement among the parties and may not be modified or changed except by written instrument executed by all parties hereto.

15. NOTICE. Any notices required or desired to be given under the terms of this document shall be given by hand delivery or United States Mail, certified, return receipt requested, proper postage affixed, mailed to the following:

If to Seller: Robert F. Brake, President, Delmarva Properties, Inc.,  
14th and Lee Street P.O. Box 1700, West Point, VA 23181.

With a copy to: James H. Hudson, III, Esquire, Hudson and  
Bondurant, P.C., 826 Main Street, P.O. Box 231, West Point, VA 23181

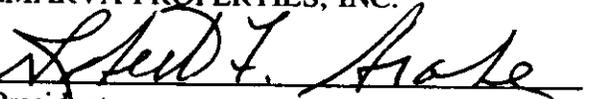
If to Buyer: County Administrator  
P.O. Box 8784  
Williamsburg, VA 23187-8784

With a copy to: County Attorney  
P.O. Box 8784  
Williamsburg, VA 23187-8784

WITNESS the following signatures and seals:

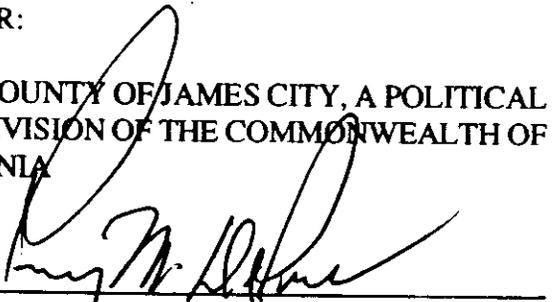
SELLER:

DELMARVA PROPERTIES, INC.

BY:   
President

BUYER:

THE COUNTY OF JAMES CITY, A POLITICAL  
SUBDIVISION OF THE COMMONWEALTH OF  
VIRGINIA

BY:   
Chairman, Board of Supervisors

STATE OF VIRGINIA  
COUNTY OF ~~JAMES CITY~~ <sup>King William</sup>

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March,  
1994, by Robert F. Brake, President of Delmarva  
Properties, Inc., a Virginia corporation on behalf of the corporation.

Perrynn P. Whitehurst  
Notary Public  
Also commissioned as:  
Perrynn B. Piper

My Commission expires: 8-31-95

STATE OF VIRGINIA  
COUNTY OF JAMES CITY

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March,  
1994, by Perry M. dePue, Chairman, Board of Supervisors,  
of the County of James City, a political subdivision of the Commonwealth of Virginia, on behalf  
of the County.

Mary Frances Rieger  
Notary Public

My Commission expires October 31, 1997

OptionAg.txt