

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 6TH DAY OF MARCH, NINETEEN HUNDRED NINETY-FIVE, AT 7:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA. 221

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. PRESENTATION

1. County Investment Policy, Betty Pettengill, Treasurer

Ms. Betty Pettengill, Treasurer, presented a list of financial institutions approved by the State Treasury Board and explained investments allowed under the Virginia Security for Public Deposits Act.

**C. MINUTES - February 21, 1995 - Regular Meeting
February 24, 1995 - Special Meeting**

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

Mr. Sisk made a motion to approve the two sets of minutes.

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

D. CONSENT CALENDAR

Mr. DePue 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: Sisk, Edwards, Magoon, Taylor, DePue (5). NAY: (0).

1. Appropriation to Social Services Division**RESOLUTION****APPROPRIATION TO THE SOCIAL SERVICES DIVISION**

WHEREAS, the State Department of Social Services has provided additional allocations for JOBS Administration Pass Thru, In-Home Services (Companion), AFDC Working and Transitional Day-Care, AFDC Education and Training JOBS/Non-JOBS, AFDC-Foster Care, Special Needs Adoption services; and

WHEREAS, sufficient local matching funds are available in Fringe Benefits (\$3,563), and Title XX Services (\$2,252).

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

Revenues:

Revenues from the Commonwealth	<u>\$41,651.00</u>
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Expenditures:

JOBS Administration	3,000.00
In-Home Services	3,477.00
AFDC Working	10,954.00
Transitional Day-Care	7,302.00
AFDC-Education/Training JOBS	3,000.00
AFDC-Education/Training Non-JOBS	14,941.00
AFDC-Foster Care	1,792.00
Special Needs Adoption	3,000.00
Title XX Services	(2,252.00)
Fringes	<u>(3,563.00)</u>
Total	<u>\$ 41,651.00</u>

2. Appropriation to Social Services Division - Additional Day-Care Funds**RESOLUTION****APPROPRIATION TO THE SOCIAL SERVICES DIVISION -****ADDITIONAL DAY-CARE FUNDS**

WHEREAS, the State Department of Social Services has provided an additional allocation for Day-Care At-Risk Pass Thru; and

WHEREAS, sufficient local matching funds have been provided by the Greater Williamsburg United Way.

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

Revenues:

Revenues from the Commonwealth \$ 6,000.00

Expenditures:

Child Day-Care Fee \$ 6,000.00

Total \$ 6,000.00

3. Toll-Free Plan for 566 Customers

RESOLUTION

TOLL-FREE PLAN FOR 566 CUSTOMERS

WHEREAS, Bell Atlantic - Virginia, Inc., amended its proposal with the State Corporation Commission to eliminate local long distance charges for the Toano exchange (customers with a 566 NXX code) to call the Newport News exchange; and

WHEREAS, at the public hearings on October 17, 1994, Toano residents overwhelming supported the elimination of toll charges for calls to the lower Peninsula; and

WHEREAS, on August 16, 1993, the James City County Board of Supervisors adopted a Resolution requesting the Chesapeake and Potomac Telephone Company (now Bell Atlantic - Virginia, Inc.) to eliminate toll calls from the Toano exchange to the lower Peninsula; and

WHEREAS, on July 18, 1994, the James City County Board of Supervisors adopted a Resolution requesting that the State Corporation Commission hold a public hearing to consider including the Toano exchange in Bell Atlantic - Virginia, Inc.'s contiguous call proposal.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby requests that the State Corporation Commission approve Bell Atlantic - Virginia, Inc.'s, toll-free calling proposal between the Toano and Newport News exchanges.

E. PUBLIC HEARINGS

1. Case No. Z-9-94. White Farm

Mr. Gary A. Pleskac, Planner, stated that Mr. Robert J. Martinko of Richmond Homes Development, Inc., had applied to rezone approximately 72 acres from R-8, Rural Residential, to R-2, General Residential, to allow construction of 97 single-family detached homes, located on the east side of Greensprings Road, approximately one-half mile south of John Tyler Highway, further identified as a portion of Parcel No. (1-3) on James City County Real Estate Tax Map No. (46-1).

Mr. Pleskac detailed the proffers; stated development was consistent with Comprehensive Plan and generally consistent with surrounding zoning and development; proffers adequately address drainage suggestions made by staff; and, staff did not support two entrances to the site.

Staff recommended denial to the Planning Commission for the following reasons: (1) the impact of this proposed development on Route 5 had not been mitigated satisfactorily by the applicant; (2) the proposal was not consistent with the Comprehensive Plan Strategy calling for Pedestrian Trails and Bikeways to be provided connecting both internal areas and residential and nonresidential areas with adjoining residential developments and was not consistent with the Regional Bikeways Plan adopted by Williamsburg, James City and York Counties, and (3) a proffer deeding the beaver pond to the County did not address long-term maintenance responsibility of the beaver pond as a drainage facility, and was unacceptable.

At the January Planning Commission, the Planning Commission, in part concurrent with staff, recommended denial by a 5-2 vote, but with the understanding that if the applicant addressed reasons 1 and 3 to staff's approval, staff would recommend approval of the rezoning. Mr. Pleskac stated that the applicant had revised the proffers to address the concerns listed.

Staff recommended approval of the resolution with proffers.

Discussion by the Board and staff ensued regarding the water retention and maintenance of beaver ponds, density in current zoning compared to density if rezoned, impact of traffic level on Greensprings Road, and parcel divided by wetlands with a pedestrian connection proposed.

Mr. DePue opened the public hearing.

1. Mr. David Holland, representative for the applicant, highlighted the characteristics of the case and asked for Board approval.

2. Mr. Gregory Davis, Esq., on behalf of the owners, Mr. and Mrs. A. L. White, stated that Richmond Homes had contracted for acreage and that no master plan for remainder of acreage could be produced until an interested buyer came forward.

3. Mr. William Holcombe, 4705 Lady Slipper Path, stated that drainage problems for this acreage and Fieldcrest subdivision were more extensive than just those surrounding the beaver ponds.

4. Mr. Richard Holmquist, 1474 Lafayette Road, Gloucester Point, VA, spoke that water quality problem areas should be maintained as natural areas for the benefit of animal species.

5. Mr. George Wright, 148 Cooley Road, president of Historic Route 5 Association, asked the Board to deny the rezoning request until a master plan for development of Greensprings Road was developed.

6. Mr. George Anderson, 3408 Mallard Creek Run, spoke of a need for far-sighted planning for development of the Greensprings Road area.

7. Ms. Betty Dickerson, 3071 Heritage Landing Road, asked that the case be denied so homes would not be built and create drainage problems for future homeowners.

8. Mr. Bob Neu, 3505 Mallard Cove, Fieldcrest, spoke of concerns that homeowner's association would have problems after developer had finished project, and requested that the Board tour the site before it made a decision.

9. Mr. Edward Seward, Jr., 3238 Deerfield Court, spoke about water standing in the crawl space of his home, and asked for denial of the rezoning because of the high water level.

10. Ms. Linda Tiexiera, 904 Wood Duck Commons, expressed concern about the County's soil situation and urged the Board to deny the rezoning.

11. Ms. Renee Pado, 3512 Mallard Cove, spoke in support of Historic Route 5 recommendation of denial.

12. Mr. Wayne Mayton, 2406 Lauderdale Drive, Richmond, engineer for Richmond Homes Development, explained the elevation range of 28 feet to 21 feet to create positive drainage on entire development.

13. Mr. John Schroeder, 148 Pasbehegh, spoke in opposition to development of areas unsuitable for housing.

14. Mr. Ed Oyer, 139 Indian Circle, suggested attachment of "buyer beware" statements about potential flooding to property deeds.

Board and staff discussion followed regarding traffic level of service; two entrances on Greensprings Road; drainage of lots and maintenance responsibility; examining size and number of planned lots; need for additional drainage information and explanation of drainage problems experienced in Fieldcrest Subdivision; comparing Fieldcrest topographical elevations to this proposal, and a visit to site with staff.

Without Board objection, Mr. DePue continued the public hearing and deferred action on the case until the April 3, 1995, Board of Supervisors' meeting.

Mr. DePue declared a recess break at 9:25 p.m.

Mr. DePue reconvened the Board into open session at 9:35 p.m.

2. Case No. ZO-1-95, Ordinance Amendment, Chapter 20, Zoning, Division II, Article VI, Sections 20-564 through 20-575, Repeal of Reservoir Protection Overlay District

Mr. Allen J. Murphy, Jr., Principal Planner, stated that the proposed ordinance amendment would repeal the Reservoir Protection Overlay District as per discussion with the Board of Supervisors, Ware Creek advisors and staff, who determined that the Ware Creek Reservoir is no longer a viable project.

In concurrence with staff, the Planning Commission, by a 6-1 vote, recommended approval of the ordinance amendment.

Mr. DePue opened the public hearing, and as no one wished to speak, he closed the public hearing.

Mr. Magoon made a motion to approve the amendment.

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

Mr. Taylor asked staff to check acquisition costs for Ware Creek Reservoir Protection Overlay District property and provide a report to the Board.

Staff responded in the affirmative.

3. Case No. ZO-2-95. Ordinance Amendment, Chapter 20, Zoning, Article II, Division 1, Section 20-34 Special Requirements for Antennae

Mr. Murphy stated that the ordinance amendment proposed that a satellite dish antennae ten square feet in area would not require a special use permit.

Mr. Murphy requested that "and on roofs as provided in subsection (3)" be added to Section 20-34, 2(b) at the end of the sentence after the word only.

In concurrence with staff, the Planning Commission unanimously recommended approval of the ordinance amendment.

Mr. DePue opened the public hearing, and as no one wished to speak, he closed the public hearing.

Mr. Taylor made a motion to approve the amended ordinance.

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

4. Case No. SUP-37-94. Rinehart Satellite Dish

Mr. Mark J. Bittner, Planner, stated that Mr. Kenneth Rinehart had applied for a special use permit to allow the continued placement of a 7-foot 6-inch diameter satellite dish, on property zoned R-1, Limited Residential, located at 102 Knollwood Drive, further identified as Parcel No. (5-41) on James City County Real Estate Tax Map No. (13-3).

In concurrence with staff, the Planning Commission unanimously recommended approval with a condition listed in the resolution.

Mr. DePue opened the public hearing, and as no one wished to speak, he closed the public hearing.

Mr. Taylor made a motion to approve the resolution.

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

RESOLUTION

CASE NO. SUP-37-94. RINEHART SATELLITE DISH

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, following its public hearing on February 14, 1995 unanimously recommended approval of Case No. SUP-37-94 to permit the placement of a 7-foot 6-inch diameter satellite dish at 102 Knollwood Drive, further identified as Parcel No. (5-41) on James City County Real Estate Tax Map No. (13-3).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the issuance of Special Use Permit No. SUP-37-94 as described herein with the following condition:

1. If a building permit is not obtained for the dish antennae within 60 days from the date of Board of Supervisors' approval, this special use permit shall become void.

F. BOARD CONSIDERATIONS

1. Courthouse Site/Competition

Mr. John T. P. Horne, Manager of Development Management, stated that staff recommended entering into a agreement that sets forth financial participation of the County in the competition process of land planning of the 600-acre tract owned by C. C. Casey Limited Company and in-kind support services to be provided by County staff in the design competition.

Mr. Horne further stated the County's financial contribution for the design competition was \$7,300, plus, for budgeting purposes, approximately \$77,000 for stipends and prizes to be awarded the winners.

Staff recommended the Board appoint a four-member management committee comprised of Robert A. Magoon, Jr., John T. P. Horne, John E. McDonald, and Planning Commission member, Raymond L. Betzner to represent and coordinate both overall land planning activities and specific planning activities related to the Courthouse.

Mr. Magoon made a motion to approve the resolution.

On a roll call, the vote was: AYE: Sisk, Edwards, Magoon, DePue (4). NAY: Taylor (1).

Mr. DePue made a motion to approve the Management Committee.

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

RESOLUTION

DESIGN COMPETITION/COURTHOUSE

WHEREAS, the Board of Supervisors of James City County is designing the joint County-City Courthouse; and

WHEREAS, the Board wishes to participate in a national, open design competition for the Courthouse; and

WHEREAS, C. C. Casey Limited Company will also be conducting a design competition for certain lands adjacent to the Courthouse site and it is the Board's desire to cooperate with C. C. Casey Limited Company in a combined and coordinated competition.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the agreement between C. C. Casey Limited Company, James City County, and Virginia Landmark Corporation for the design competition.

2. James City County Road Construction Revenue Sharing

Mr. Horne stated that staff requested Board authorization to participate in the Virginia Department of Transportation Revenue Sharing Program in an amount not to exceed \$388,660 to fund projects approved as part of the Six-Year Plan.

Staff recommended approval of the resolution.

Mr. DePue made a motion to approve the resolution.

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

RESOLUTION

JAMES CITY COUNTY ROAD CONSTRUCTION REVENUE SHARING

WHEREAS, the James City County Board of Supervisors has decided to participate in the Virginia Department of Transportation Revenue Sharing Program for FY 95-96; and

WHEREAS, VDOT requires written notification of the County's intent to participate by March 31, 1995.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Chairman is authorized to notify VDOT of the County's intention to participate in the Revenue Sharing Program for FY 95-96, in an amount not to exceed \$388,660.

G. PUBLIC COMMENT

1. Mr. R. M. Hazelwood, Jr., Toano, congratulated Mr. Stewart Taylor on his upcoming 80th birthday.
2. Ms. Linda Tiexiera, 940 Wood Duck Commons, spoke in favor of a tax increase for public safety workers' salaries.
3. Mr. Ed Oyer, 139 Indian Circle, commented on the School Division's proposed budget and funding of that request.

H. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Norman referenced the Reading File memorandum regarding Yard Area and Subdivision Drainage and introduced Mr. Home to give a presentation.

1. Yard Area and Subdivision Drainage

Mr. Home addressed the two issues of lack of usable yard area and subdivision and lot drainage.

Staff recommendation was for a Zoning Ordinance amendment that would require front and side yards entirely located outside the Resource Protection Areas (RPA) and wetlands, with the minimum amount of rear yard 20 feet outside RPA and wetlands.

Mr. Home stated that subdivision and lot drainage was studied by staff and the development community. Staff recommendation was that the Zoning and Subdivision ordinances would require detailed topographical plans for two distinct areas: flat land generally south of Route 5 and land generally north of Route 5 that has fewer drainage problems. Staff further recommended the requirement that relative elevation of house and drainage structures be achieved but would not require lot improvement.

Board and staff briefly discussed the issues.

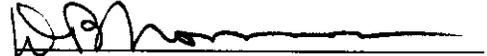
Without Board objection, Mr. DePue directed staff to proceed on the subdivision and lot drainage issue, but stated data on usable yard area was insufficient to require any action on that issue.

I. BOARD REQUESTS AND DIRECTIVES - None

Mr. DePue declared a recess until 5:00 p.m., Monday, March 20, 1995, for a work session on Lighting Task Force Report.

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

The Board recessed at 11:05 p.m.



David B. Norman
Clerk to the Board

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ADOPTED

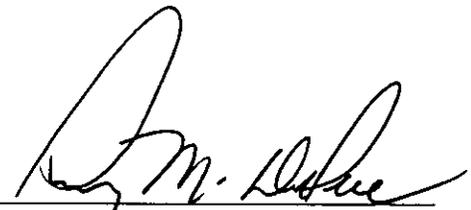
MAR 6 1995

BOARD OF SUPERVISOR
JAMES CITY COUNTY
VIRGINIA

ORDINANCE NO. 31A-158

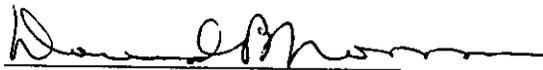
AN ORDINANCE TO AMEND CHAPTER 20, ZONING, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY REPEALING DIVISION 2, RESERVOIR PROTECTION OVERLAY DISTRICT, RP, SECTIONS 20-564 THROUGH 20-575 OF ARTICLE VI, OVERLAY DISTRICTS; AND THE REMOVAL OF THE DESIGNATED BOUNDARY LINES FOR THE RESERVOIR PROTECTION OVERLAY DISTRICT, RP FROM THE ZONING MAP.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 20, Zoning, is hereby amended by amending Article VI, Overlay Districts, by repealing Division 2, Reservoir Protection Overlay District, RP, Sections 20-564 through 20-575, and the removal of the designated boundary lines for the Reservoir Protection Overlay District, RP from the Zoning Map.



Perry M. DePue
Chairman, Board of Supervisors

ATTEST:



David B. Norman
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
SISK	AYE
EDWARDS	AYE
MAGOON	AYE
TAYLOR	AYE
DEPUE	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 6th day of March, 1995.

ADOPTED 231

MAR 6 1995

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

ORDINANCE NO. 31A-159

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 20, ZONING, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING ARTICLE II, SPECIAL REGULATIONS, DIVISION 1, IN GENERAL, SECTION 20-34, SPECIAL REQUIREMENTS FOR DISH ANTENNAE.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 20, is hereby amended and reordained by amending Section 20-34, Special requirements for antennae.

Chapter 20. Zoning

Article II. Special Regulations

Division 1. In General

Section 20-34. Special requirement for dish antennae.

~~Dish Any antennae in all a residential districts served by a cable company with a valid franchise obtained from the County with more than 10 square feet of surface area on any one side shall be permitted only after the issuance of a special use permit by the Board of Supervisors. In all other districts, dish antennae shall be permitted as accessory uses upon the issuance of a building permit. for such dish All antennae shall be subject to the following requirements:~~

- (1) ~~Size and h~~Height limitations. ~~Dish~~ *The antennae shall not exceed ten feet in diameter and shall not exceed the height limitations for accessory structures of each district.*

- (2) Yard limitations. ~~Dish~~ *All antennae shall meet all yard requirements for accessory structures of each district. Additionally, they shall be further restricted as follows:*
 - a. A-1 and R-8 districts. For lots in the A-1 and R-8 districts, ~~dish~~ antennae shall be permitted in side and rear yards only and on roofs as provided in subsection (3).

 - b. R-1, R-2, and R-6 districts. For all lots in the R-1, R-2, and R-6 districts, ~~dish~~ antennae shall be permitted in rear yards only *and on roofs as provided in subsection (3).*

 - c. R-4, R-5, MU, PUD-R, LB, B-1, M-1, M-3, and PUD-C districts. For all lots in the R-4, R-5, MU, PUD-R, LB, B-1, M-1, M-3, and PUD-C districts, ~~dish~~ antennae shall be permitted in rear yards and on roofs as provided in subsection (3).

 - d. M-2 District. In the M-2 District, ~~dish~~ antennae shall be permitted in all yards on roofs as provided in subsection (3).

- (3) Roof location. *An ~~dish~~ antenna larger than 10 square feet in surface area on any one side and located on a roof shall be set back from all edges of the roof at least two times the height*

of the dish antenna. ~~A dish antenna may be located on the roof of a public building in any district.~~

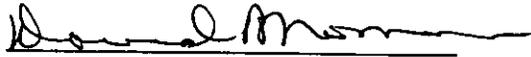
- (4) Standards. All dish antennae and the construction and installation thereof shall conform with applicable Uniform Statewide Building Code requirements. No dish antenna larger than 10 square feet in surface area on any one side may be installed on a portable or moveable device. Further, all dish antennae shall be of noncombustible and corrosive-resistant materials and be erected in a secure, wind-resistant manner located and designed to reduce visual impact from surrounding properties at street level and from public streets.
- (5) Exceptions. Upon a finding by the ~~zoning administrator~~ *Director of Planning* that a usable ~~satellite~~ signal cannot be obtained by locating an dish antenna in the rear yard, or upon a roof as provided in subsection (3), in the R-1, R-2, R-4, R-5, R-6, MU, PUD-R, PUD-C, LB, B-1, M-3, and M-1 districts or in the rear or side yard, or upon a roof as provided in subsection (3), in the A-1 and R-8 districts, the ~~Board of Zoning Appeals~~ *Planning Commission* may grant an exception to the provisions of this section to allow placement of an dish antenna in a side or front yard in the R-1, R-2, R-4, R-5, R-6, MU, PUD-R, PUD-C, LB, B-1, M-3, and M-1 districts or the front yard in the A-1 and R-8 districts, if the placement will provide for the reception of a usable signal. No exception shall be granted unless it is determined that the granting of such exception will not be of substantial detriment to adjacent property and will not change the character of the districts. In granting an exception, the ~~Board of Zoning Appeals~~ *Planning Commission* may impose conditions including, but not limited to, the following:

- b. Placement and installation methods to limit detrimental impact upon surrounding properties and to enhance the public health, safety, and general welfare.
- c. Other reasonable requirements deemed necessary to make the use consistent with the character of surrounding properties.



Perry M. DePue, Chairman
Chairman, Board of Supervisors

ATTEST:



David B. Norman
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
SISK	AYE
EDWARDS	AYE
MAGOON	AYE
TAYLOR	AYE
DEPUE	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 6th day of March, 1995.

AGREEMENT

between

C. C. Casey Limited Company, a Virginia limited liability company

and

James City County, a political subdivision of the Commonwealth of Virginia

and

Virginia Landmark Corporation, Agent

for

COMPETITION FOR LAND PLANNING AND ARCHITECTURAL DESIGN

THIS AGREEMENT is made and entered into this 6th day of March, 1995, among C. C. Casey Limited Company, a Virginia limited liability company, hereinafter referred to as CASEY, and James City County, a Political Subdivision of the Commonwealth of Virginia, hereinafter referred to as COUNTY, and Virginia Landmark Corporation, hereinafter referred to as LANDMARK.

Whereas, CASEY has entered into an agreement with Design Competition Services, Inc. (Contract A), a copy of which agreement is attached hereto as Exhibit 1, to have a design competition for land planning of 600± acres owned by CASEY located adjacent to Ironbound Road, in James City County, Virginia (Land Competition), and an architectural design competition for the courthouse complex located on 10 acres owned by COUNTY and for an office village located on property adjacent to the 10 acres, both of which are to be located in the general location on Ironbound Road across the street from Monticello Avenue, in James City County, Virginia (Courthouse Complex Competition); and

Whereas, CASEY agreed in "Contract A" to provide certain services specifically described in paragraphs 4 and 5 therein; and

Whereas, a budget (Budget) was prepared by Design Competition Services, Inc., which Budget is an attachment to "Contract A" and is titled, "Contract Attachment:Expense Budget", for the costs of the competition to CASEY; and

Whereas, CASEY requests certain payments from COUNTY to off-set the increased costs of including the Courthouse Complex Competition in "Contract A"; and

Whereas, CASEY and COUNTY have entered into a private/public partnership as described and set forth in a Contract of Purchase dated January 17, 1995 ("Contract B"), a copy of which is attached hereto as Exhibit 2, wherein both parties are members of the Management Committee ("MC") with duties and responsibilities described therein.

Now, therefore, the CASEY and COUNTY, for the consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. COUNTY agrees to participate in the Courthouse Complex Competition as described in "Contract A", it being understood and agreed that if COUNTY did not agree to participate with CASEY in the process described in "Contract A" with regard to the Courthouse Complex Competition, CASEY would not have signed a contract with Design Competition Services, Inc. to include the Courthouse Complex Competition in "Contract A".
2. COUNTY agrees to pay to CASEY, within 10 days of the signing of this agreement, the sum of \$7,300.00 to offset the expense of including the Courthouse Complex Competition in "Contract A". This payment represents the full extent of COUNTY's liability for the expenses for "Contract A"; Provided, that should the Budget be amended at COUNTY's request or if the COUNTY requires a change in the schedule (see CONTRACT ATTACHMENT:PROJECT SCHEDULE which is attached to "Contract A") which necessitates duplication of services for the two competitions and should such amendment to the Budget increase the costs to CASEY, then as a part of the process of amending the Budget to accommodate COUNTY's requirements, COUNTY shall pay the costs for the Budget increase. COUNTY's payments shall be held in an escrow account of LANDMARK and shall be utilized for the payment of Budget items. No further authorization is necessary for the expenditure of this money for the payment of Budget items. Monthly expenditure statements, in accordance with acceptable accounting procedures, shall be provided by LANDMARK to CASEY and COUNTY by the 15th of each following month until released from such duty by written agreement signed by both CASEY and COUNTY.
3. COUNTY agrees to perform all tasks listed in Paragraph 4 and 5 of "Contract A" and to provide the staff, supplies and related facilities to accomplish such tasks. It is acknowledged that the Budget includes monies for tasks listed in Paragraph 4a and 5c of "Contract A", and it is understood and agreed that with the written authorization of the "MC", COUNTY may refer these budgeted tasks back to Design Competition Services, Inc for performance of the referred tasks. If the tasks described in paragraph 4a & 5c are not referred to Design Competition Services, Inc., then COUNTY shall be solely responsible for the accomplishment and completion of those tasks not referred. The expenses incurred by COUNTY in performing tasks described in Paragraph 4a and 5c of "Contract A" shall be reimbursable within the limits of the Budget and invoiced to CASEY for payment. There is no provision for the referral of the tasks described in paragraphs 5a,b,d,e,f,g, therefore COUNTY is solely responsible for the accomplishment and completion of each of these tasks.
4. It is understood and agreed that prizes and stipends are expected to be paid to the winners of the competitions described in "Contract A". The parties acknowledge that the Budget does not provide for the payment of prizes and stipends to the winners of the competitions. It is agreed that such stipends and prizes shall be paid outside of the Budget as a direct cost to CASEY with regard to the payments to the competitors in the Land Competition and as a direct cost to COUNTY with regard to the payments to the competitors in the Courthouse Complex Competition. Neither CASEY nor COUNTY shall be liable to pay for the stipends and prizes for the competition of the other. To assure that the total monetary award of stipends and prizes are sufficient to attract an outstanding field of qualified competitors, it is further understood and agreed that the total of prizes and stipends awarded by the CASEY

and the COUNTY to the competitors of the separate competition shall not be less than Sixty Thousand Dollars (\$60,000) for each separate competition and within such total, to include a prize of not less than Twelve Thousand dollars (\$12,000) for each finalist of each competition. It is further agreed that the stipend and prize structure will be identical for each separate competition. CASEY and COUNTY will be guided by Design Competition Services, Inc. with regard to the suggested amount of the individual stipends and prizes.

5. It is understood and agreed that each competitor who registers for the competition described in "Contract A", will pay a fee and that CASEY, as between the CASEY and Design Competition Services, Inc., is entitled to receive the first \$42,500.00 of the registrations to offset CASEY's costs under "Contract A". The COUNTY shall receive 20% of the registration fees payable to CASEY until \$7,300.00 is received by COUNTY. At such time as COUNTY has received \$7,300.00, there shall be no further split of the registration fees between CASEY and COUNTY.

6. This agreement may be modified and/or terminated by mutual written agreement. If this agreement is not so modified and/or terminated, then each party shall participate in this agreement in conformity with the specific obligations of each respective party, and more importantly, with the spirit necessary to reach the goals of "Contract A".

7. This agreement shall be subject to, interpreted and controlled by the laws of the Commonwealth of Virginia.

8. LANDMARK joins in this agreement to affirm its agreement to act as agent for the payment of bills and the preparation of monthly expense statements.

WITNESS the following duly authorized signatures:

C. C. CASEY LIMITED COMPANY

BY: Robert C. Casey

COUNTY OF JAMES CITY, VIRGINIA

BY: Ray M. Hester

VIRGINIA LANDMARK CORPORATION

BY: Joseph Stebbins

AGREEMENT

between

C. C. CASEY LIMITED COMPANY (A VIRGINIA LIMITED LIABILITY COMPANY)

and

DESIGN COMPETITION SERVICES, INC.

for

COMPETITION PROFESSIONAL ADVISORY SERVICES

THIS AGREEMENT is made and entered into this 15th day of MAR, 1995, between C. C. Casey Limited Company (a Virginia Limited Liability Company), hereinafter referred to as the Sponsor, and Design Competition Services Inc., with its place of business at 616 E. Lake View Ave., Milwaukee, Wisconsin 53217, hereinafter referred to as the Consultant.

This agreement assumes the following regarding the Sponsor's intentions for the proposed competition:

- a. The competition will be a combined two stage open competition intended to develop concepts for the future design and development of both (1) the physical development of the Casey property and (2) a courthouse for James City County.
- b. The competition will be scheduled to occur over a time period of 11 to 12 months in accordance with the attached project Schedule. A shorter project Schedule may be agreed to by mutual consent of both the Sponsor and the Consultant.

The Sponsor and the Consultant, for the consideration hereinafter described, agree as follows:

1. CONSULTANT'S SERVICES PRIOR TO COMPETITION ANNOUNCEMENT

The following tasks, prior to the public announcement of the competition will be provided by the Consultants, subject to the review and approval of the Sponsor:

- a. defining the goals and the desired results of the competition;
- b. specifying the appropriate form of the competition, and the type of competitors invited to enter;
- c. developing the competition Budget and the Schedule;
- d. establishing the structure, type and the amount of the awards, prizes and commissions and developing the guidelines governing (1) the type of commissions and awards to the winners, and (2) any requisite negotiation procedures to be followed by the Sponsor and the winners;
- e. describing the type and amount of staff activities required by the Sponsor;
- f. evaluating and assisting in the selection of members of any advisory panel, who will assist the Sponsor and the Consultants throughout the course of the competition;
- g. developing the design challenge statement, which is a brief description of the design problem to be addressed by the competitors;

- h. based on the design challenge and the goals, developing the profile of the desired types of competition jurors and a list of potential jurors;
- i. assisting the Sponsor in the following:
 - (1) selecting the competition jury
 - (2) conducting the negotiations with the jurors
 - (3) executing the requisite contracts with the jurors;
- j. developing an advertising campaign to attract the widest field of competitors;
- k. preparing initial drafts of all competition advertising copy, posters and invitations to compete and providing guidance and assistance in the graphic design and production of these items;
- l. providing a comprehensive, zip-code sorted, mailing list of approximately 14,000 addresses at a reimbursable cost not-to-exceed \$1000.

2. CONSULTANT'S SERVICES SUBSEQUENT TO COMPETITION ANNOUNCEMENT

The following tasks, subsequent to the public announcement of the competition will be provided by the Consultants, subject to the review and approval of the Sponsor:

- a. preparing the first draft and the final draft of the competition program and modifying the competition program in response to recommendations of the Sponsor and the jurors;
- b. specifying to the Sponsor the necessary supporting documentation for the competition program such as base maps, site and aerial photographs, climatological data and other environmental information;
- c. specifying procedures to the Sponsor for the receipt and documentation of the competitors registration forms, and mailing of receipts to the registrants;
- d. providing initial design concepts, draft text and production information to the Sponsor regarding the graphic design and production of all competition program documents and the printing and distribution of the competition program and the competitors' questions and answers;
- e. specifying procedures to the Sponsor for the receipt and organization of the competitors' questions and the assembly of any related supporting data and information;
- f. preparation of the answers to the questions with the assistance of the Sponsor and jurors, and any resulting modification to the program;
- g. overseeing the Sponsor's preparation for the jury deliberations, including facilities for the display of work, lodging, travel arrangements, initial press releases and related items;
- h. overseeing and specifying procedures to the Sponsor for the receipt and organization of the competitors' submissions;
- i. unpacking and preparing the submissions for exhibition to the jury, with the assistance of the Sponsor's staff;
- j. establishing the jury processes and rules which will govern the jury's selection procedures, and assisting and monitoring the jurors during their deliberations;

- k. examination of all of the submissions, and registration forms, to insure that the competitors have conformed to the competition requirements;
- l. instructing the jury prior to their deliberations to review the evaluative criteria, the program and the answers to the competitors questions;
- m. briefing the Sponsor subsequent to the jury's selections and recommendations prior to any formal announcements;
- n. preparation, with the jurors, of any draft Jury Report;
- o. notification of the winners and assistance in the preparation of press releases, and any formal exhibition of the winning solutions.

3. CONSULTANTS' SERVICES SUBSEQUENT TO ANNOUNCEMENT OF FINALISTS FOR THE SECOND STAGE OF THE COMPETITION

The following tasks, subsequent to the public announcement of the winners of the first stage of the competition will be the responsibility of the Consultants:

- a. preparation for the negotiations between the Sponsor and the designated Finalists who will be invited to compete in the second stage of the competition;
- b. assisting the Sponsor in the development and preparation of the second stage Competition Program;
- c. preparations for the second stage jury deliberations and procedures;
- d. recommendations for the negotiations between the Sponsor and the designated winner, for the awarding of any architectural commission;
- e. making recommendations to the Sponsor for any planned exhibitions, articles and promotional materials.

This AGREEMENT does not include the provision of any other services which occur after the final jury and selection procedures. Any such services, and their associated fees would be negotiated under a separate agreement.

4. SERVICES TO BE PROVIDED BY THE SPONSOR PRIOR TO COMPETITION ANNOUNCEMENT

Prior to the public announcement of the competition the following tasks will be provided by the Sponsor, in a timely and efficient fashion in accordance with the project Schedule, and subject to the recommendations of the Consultant:

- a. the graphic design and production of all competition advertisements including advertising copy, posters and invitations to compete (alternatively this will be done by the Consultant for the dollar amounts shown in the attached Budget or by amendment to the attached Budget).

5. SERVICES TO BE PROVIDED BY THE SPONSOR SUBSEQUENT TO COMPETITION ANNOUNCEMENT

Subsequent to the public announcement of the competition the following tasks will be provided by the Sponsor in a timely and efficient fashion in accordance with the project Schedule:

- a. the preparation and collation of all supporting competition documentation, such as base maps, site and aerial photographs, climatological data and other environmental information;
- b. the receipt and documentation of the competitors' registration forms, and mailing of receipts to the registrants;
- c. production, printing and distribution of all competition program documents including the competition program, supporting materials and competitors' questions and answers (alternatively this will be done by the Consultant, exclusive of any maps or photographs, for the dollar amounts shown in the attached Budget or by amendment to the attached Budget);
- d. the receipt of the competitors' questions, and the assembly of any additional supporting data and information;
- e. preparation for the jury deliberations, including facilities for the display of the submissions, accommodations for the jury members, travel arrangements, initial press releases and related items;
- f. the receipt, storage and cataloguing the competitors' submissions as they arrive for jurying;
- g. staff assistance to the Consultant during the examination and exhibition of the submissions, and during the jurying process.

6. STRUCTURE AND SCHEDULE OF CONSULTANTS' FEE

Within 10 working days of the signing of this Agreement, the Sponsor shall designate the name and address to whom the Consultant shall send all invoices. The Sponsor agrees to pay the Consultant as follows:

- a. Lump Sum Fee: The Sponsor will pay the Consultant a Lump Sum Fee of \$12,000 for the First-Stage of the competition, and an additional lump sum of \$3,000 for the Second-Stage of the competition. The Lump Sum Fee will be paid to the Consultant in four installments. The first payment of \$4,000 will be made within 10 working days of the signing of this contract and will serve as the retainer for the Consultant. The second payment of \$4,000 will be made within 10 working days of the first mailing of the Competition Program. The third payment of \$4,000 will be made within 10 working days of the selection of the Finalists who will be invited to compete in the second stage of the competition. The fourth payment of \$3,000 will be made within 10 working days after the conclusion of the Second Stage jury.
- b. Reimbursables: In addition to items "6.a" the Sponsor shall reimburse the Consultants for all travel, lodging, express mailing and postage, and supplies and expenses incurred during the course of the competition that are required to execute their tasks and responsibilities. As part of this Agreement the Consultants agree to make up to 5 visits to the Sponsor's place of business for the purpose of providing the services described in this Agreement. The dates and times of these visits shall be established by mutual agreement of both parties. Other visits may be required. The costs of such additional visits shall be a Budget add-on, and as such there must be mutual written agreement by the Sponsor and the Consultant for such additional visits. There will be no

additional compensation to the Consultants for their time spent during these additional authorized visits. Reimbursables and travel and lodging expenses will be paid to the Consultant within 30 days of the Sponsor's receipt of invoices. All the Consultants' accounts, invoices and other related project costs shall be open to the inspection of the Sponsor.

- c. **Proportional Fee:** In addition the Sponsor will pay the Consultant a proportional fee based on the terms and procedures described herein. The Proportional fee is based on the registration fee which shall be no lower than \$90 per entry and, at the discretion of the Adviser, may be set at a value up to \$105 per entry.

Interim proportional fee payment. This shall be computed and paid within 15 working days of the close of the registration period. It shall be computed as follows:

Step (1): The net cost estimate shall be subtracted from the interim gross cost estimate and this amount shall be known as the sponsor's interim reimbursement.

Step (2) If the gross registration revenues exceed the sponsor's interim reimbursement, the Consultants shall be paid the remainder of the gross registration revenues up to \$42,500.

Step (3) If the remainder of the gross registration revenues does not exceed \$42,500 then the amount computed in Step (2) shall constitute the complete interim proportional fee payment.

Step (4) If the gross registration revenues exceed the sum of the sponsor's interim reimbursement plus \$42,500, then this excess shall be split equally between the sponsor and the Consultant and the complete first proportional fee shall consist of \$42,500 plus the equal split of the excess gross registration revenues as defined in this Step of the calculation.

Final proportional fee correction. This payment is intended to account for any differences between the interim gross cost estimate and the final gross cost estimate. It shall be computed by calculating the interim proportional fee as if it were based on the final gross cost estimate instead of the interim gross cost estimate. If the resulting calculation is higher than the interim proportional fee then the difference shall be paid to the Consultant within 15 working days. If the resulting calculation is lower than the interim proportional fee then the difference shall be refunded to the Sponsor within 15 working days.

Additional definitions:

Gross registration revenues: defined as all registrations times the cost of registration.

Net cost estimate: \$64,550

Base cash expenses: This is defined as only those cash costs indicated in the attached Budget (or by amendment to the attached Budget) and is specifically exclusive of (1) prize money, (2) in-kind contributions and (3) any other cash expenses that the Sponsor should incur in the conduct of the competition unless such expenses are mutually agreed to, in writing, by both the Sponsor and the Consultant

Interim gross cost estimate: This is defined as equal to the sum of the following three components to be calculated 10 working days after the close of registration: (1) the documented cash cost of expenses in the attached Budget (or Budget as amended) occurring prior to the time of the calculation, plus (2) the

documented cash cost of other expenses in the attached Budget (or Budget as amended) for which there are invoices and/or contracts allowing for precise estimates, plus (3) all of the remaining base cash expenses in attached Budget (or Budget as amended) calculated at 110% of their cash estimate.

Final gross cost estimate: This is defined as the sum calculated according to the procedure for calculating the interim cost estimate, with the exception that it is calculated 10 working days after the completion of the last second stage jury and that any remaining base cash expenses, for which there is no formal documentation are based on 100% of estimated value instead of 110%.

d. Additional Services

Upon the request of the Sponsor, the Consultants may provide any additional services, in addition to those described in sections 1, 2 and 3, and will be recompensed upon the delivery and acceptance of said additional services. Unless otherwise specified in writing the fee for such additional services shall be based on an hourly rate of \$100 per hour. These services may include graphic design and production of competition advertising copy, program documents and supporting materials.

e. Late Payments

Payments to Consultant that are more than 30 days past due are subject to a late fee of 1.5% per month.

7. CONSULTANT STAFF AND PERSONNEL

The principal in charge of this project for the Consultant and the project manager shall be Lawrence P. Witzling. Additional staff for this project will include Jeffrey E. Ollswang, AIA.

SPONSOR:

Name: Robert L. Casey

Title: _____

Date: March 1, 1995

Name: _____

Title: _____

Date: _____

CONSULTANTS:

Jeffrey E. Ollswang AIA, NCARB, President, DCS, Inc.

Jeffrey E. Ollswang Date: _____

Lawrence P. Witzling, Ph.D. AIA, Vice-President, DCS, Inc.

Lawrence P. Witzling Date: 2/20/95

CONTRACT ATTACHMENT: EXPENSE BUDGET

JURY PROCESS	RECEPTIONS	\$800
	FEE	\$27,000
	AIR FARE (2 TRIPS)	\$5,200
	LODGING	\$8,400
	FACILITY/TABLE RENTAL	\$1,000
	Subtotal	\$41,600
ADVISERS	FLAT FEE	\$15,000
	AIR FARE (5 TRIPS)	\$3,850
	LODGING	\$3,300
	Subtotal	\$22,150
ADVERTISEMENTS	DESIGN/PRODUCTION	\$1,000
	JOURNAL FEE	\$4,500
	POSTER PRINTING	\$7,000
	POSTER MAILING	\$4,200
	Subtotal	\$16,700
PROGRAM MATERIALS	DESIGN/PRODUCTION	\$300
	PRINTING (first stage)	\$6,300
	MAILING (including program)	\$9,000
	PRINTING (second stage)	\$100
	Subtotal	\$15,700
SUPPLEMENTARY MATERIALS	DESIGN/PRODUCTION	\$300
	PHOTOGRAPHS	\$600
	GRAPHICS	\$600
	PRINTING	\$7,200
	Subtotal	\$8,700
QUESTIONS AND ANSWERS	DESIGN/PRODUCTION	\$200
	GRAPHICS	\$200
	PRINTING	\$900
	MAILING	\$900
	Subtotal	\$2,200
Preliminary gross cost estimate.....		\$107,050
Sponsor registration fee revenue reimbursement		\$42,500
Net cost estimate.....		\$64,550

CONTRACT ATTACHMENT: PROJECT SCHEDULE

	START week #	END week #	TASKS
JURY DEVELOPMENT	1	2	JUROR RECOMMENDATIONS
	2	3	D.C.S. SENDS SHORT LIST OF JURORS
	3	4	SPONSOR APPROVES SHORT LIST
	5	6	D.C.S. ASSEMBLES JURY
ADVERTISING	7	8	AD COPY
	7	9	AD GRAPHICS
	9	9	SEND OUT NEWS RELEASES
	9	19	RESERVE AND PLACE ADVERTISEMENTS
	7	8	POSTER COPY
	7	9	POSTER GRAPHICS
	10	11	REVIEW AND APPROVAL
	11	13	POSTER PRINTING
	14	18	POSTER MAILING/RECEIPT
REGISTRATION	7	28	REGISTRATION PERIOD
PROGRAM DEVELOPMENT	1	8	DRAFT DESIGN CHALLENGE AND PROGRAM
	3	8	GATHER SUPPLEMENTARY INFORMATION
	8	10	SPONSOR REVIEWS DRAFT
	11	14	FINAL DRAFT REVISIONS
	13	16	SPONSOR REVIEWS/APPROVES PROGRAM
PROGRAM PRODUCTION	17	17	TEXT PRODUCTION
	11	17	GRAPHICS/PHOTOGRAPHS
	11	17	DRAWING
	18	19	PRINTING
	20	20	PROGRAM MAILING
QUESTIONS AND ANSWERS	30	30	QUESTIONS RECEIVED
	31	31	ANSWERS PREPARED
	32	32	QUESTIONS/ANSWERS MAILED
JURY PROCESS	40	40	SUBMISSION DUE
	41	41	PUBLIC REVIEW
	41	41	JURY DELIBERATIONS
	42	42	NEWS RELEASES
	42	44	EXHIBITION OF FINALISTS

END OF FIRST STAGE

CONTINUING PROCESS FOR TWO-STAGE COMPETITION	42	44	SPONSOR REVIEW AND EVALUATION
	44	44	STAGE TWO PROGRAM DISTRIBUTED
	48	48	BRIEFING
	51	51	SUBMISSION DUE
	51	51	JURY DELIBERATIONS
	52	52	PUBLIC ANNOUNCEMENT

END OF SECOND STAGE

CONTRACT OF PURCHASE

(THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, LEGAL ADVICE SHOULD BE OBTAINED BEFORE IT IS SIGNED.)

THIS CONTRACT OF PURCHASE is made as of the 17th day of January, 1995, between C. C. CASEY LIMITED COMPANY, a Virginia limited liability company, or its assigns, owner of record of the Property sold herein ("Seller", whether one or more), and the COUNTY OF JAMES CITY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, ("Purchaser").

1. **REAL PROPERTY.** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon and appurtenances thereto (the "Property"), located in the County of James City, Virginia, and described as follows: Ten (10) acres located at the northwest corner of Ironbound Road and Monticello Avenue Extended. The Property is shown on a plat attached hereto and marked Exhibit A.

The Property shall front on the west side of Ironbound Road and north side of Monticello Avenue extended. While the site shall contain ten (10) acres and the configuration shall approximate a rectangle with approximately 875 feet fronting on Monticello Avenue, the actual metes and bounds are subject to final design adjustments as hereinafter described. Seller and Purchaser agree to a "Development Planning Program" as described in Paragraph 13. To that end, a conveyance at this time of real estate by Seller to Purchaser, is an interim conveyance to further the objectives of both Seller and Purchaser. It is recognized by Seller and Purchaser that a "Deed of Correction" or a reconveyance by Purchaser to Seller and a simultaneous subsequent conveyance by Seller to Purchaser of the exact description and location of the Property, as appropriate and as the facts and circumstances require, will take place in the future when both parties come to agreement as to such exact metes and bounds description.

In addition, Purchaser shall, during or after completion of the "Development Planning Program" as described in Paragraph 13, have the right to request that the 10-acre site conveyed be exchanged for another 10-acre site, said 10-acre site to be located within the 600± acres described in Paragraph 13, as mutually agreed between Seller and Purchaser. The Purchase Price for the ten (10) acres shall remain the same and Seller shall not unreasonably withhold approval of such an exchange of property, however, any additional terms and conditions of such exchange shall require further negotiation.

2. **PURCHASE PRICE.** The purchase price (the "Purchase Price") of the Property is FIVE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$525,000.00), which shall be paid to Seller at Settlement, payable as follows:

\$ 25,000.00	Non-Refundable Deposit: See Paragraph Three (3).
<u>500,000.00</u>	Balance of Purchase Price: To be paid at Settlement
\$525,000.00	Total Purchase Price

3. **DEPOSIT.** (a) At the time this contract is fully executed, Purchaser shall make a deposit with Wilson F. Skinner, Jr., Attorney at Law (the "Escrow Agent") of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), by check, receipt of which shall be acknowledged. The Deposit shall be held in escrow by Seller's attorney until Settlement and then applied to the Purchase Price. (b) The Escrow Agent shall hold the Deposit in Escrow until (i) all parties to the transaction have agreed in writing to the disposition thereof, or (ii) a court of competent jurisdiction orders disbursement, or (iii) the Escrow Agent can pay the funds to the party who is entitled to receive them in accordance with the explicit terms of this Contract. In the latter event, prior to disbursement, the Escrow Agent shall give written notice to the party not to be paid, by either (i) hand delivery receipted for the addressee, or (ii) by regular and certified mail, that this payment will be made unless a written protest from that party is received by the Escrow Agent within thirty (30) days of the delivery or mailing, as appropriate, of the notice, in which event the deposit will be held in accordance with Paragraph A, Standard Provisions.

4. **SETTLEMENT AND POSSESSION.** Settlement shall be made at Purchaser's attorney's office, on or before March 24, 1995. Possession shall be given at Settlement, unless otherwise agreed in writing by the parties.

5. **LAND SOLD AS RAW LAND.** The Property is being sold as raw land and Seller makes no representations to Purchaser as to the suitability of the Property for Purchaser's purposes.

6. **USE OF PROPERTY.** The Property shall be used only for a Courthouse and related uses, with no penal use other than holding cells associated with Court procedures. In the event the parcel ceases to be used for a Courthouse for a period of twenty-four (24) consecutive months, then ownership of the Property shall revert to the Seller or Seller's successors. All conveyances, as contemplated in Paragraph 1, shall contain the conditions as stated herein.

7. **DEVELOPMENTAL STANDARDS.** Purchaser agrees that it will, with regard to the development of the Courthouse complex, adhere to the same developmental standards it imposes on private developers.

8. **ROLL-BACK TAXES.** Seller and Purchaser acknowledge that the Property presently lies within an Agricultural-Forestry District and is not subject to roll-back taxes until the use of the Property actually changes. Seller and Purchaser agree that liability for the payment of roll-back taxes shall be the responsibility of the owner of the Property at such time as the use of the Property actually changes.

9. **CONDEMNATION.** It is understood by the parties hereto that this transaction is a sale of real estate that is not in lieu of condemnation as the Purchaser would not have acquired the Property if this arms length agreement had not been reached between Seller and Purchaser.

10. **RECORDATION CHARGES.** Purchaser acknowledges that Seller has obtained and provided to Purchaser an appraisal of the Property. The appraisal states that the Property has a fair market value of \$850,000. Sellers further acknowledges that §58.1-802 of the Code of Virginia, 1950, as amended, does and will require that recordation tax applicable to the Deed of conveyance be computed on the consideration of the Deed or the actual value of the property conveyed, whichever is greater.

11. **CHARITABLE RECEIPT LETTER.** Purchaser agrees to execute a charitable donation receipt letter - see Exhibit B attached hereto; however, Purchaser shall make no representation as to the value of the Property, and Purchaser shall be under no obligation to make or furnish any appraisals of the Property.

12. **DEFERRED EXCHANGE.** Purchaser agrees to allow Seller to execute an exchange or deferred exchange in accordance with IRS Code § 1031. Purchaser further agrees to cooperate with Seller in effecting such an exchange. Should Seller wish to effect such an exchange, Seller agrees to accomplish the following: (a) give Purchaser 14 days notice prior to settlement, (b) limit the like-kind parcels to no more than three (3), (c) indemnify purchaser for any and all costs, direct or indirect, associated with such an exchange. In the event that an exchange or deferred exchange does not occur, Purchaser shall have no further obligation to the Seller in that regard.

13. **DEVELOPMENT PLANNING PROGRAM.** Seller and Purchaser, hereby agree and confirm that they desire to enter into a private/public partnership for the purpose of creating an executable Master Plan for the 600± acres owned by Seller adjacent to the Property. Seller and Purchaser hereby set forth their major points of agreement below:

(a) **MANAGEMENT COMMITTEE.** The Management Committee (MC) shall consist of four (4) representatives of Seller and four (4) representatives of Purchaser. The MC shall develop and implement the planning process that will result in an executable Master Plan. Other parties may be involved in the planning process in an advisory capacity. It is the intention of both parties that the MC shall work toward a Master Plan acceptable to both Seller

and Purchaser. Seller shall have the sole authority to make the decision to proceed with an application for zoning approval based on any particular plan. Purchaser shall have the sole authority to grant zoning approval to such plan. The process shall be a continuing one with Seller having the right to request modifications to the application as circumstances dictate.

(b) **APPROVAL PROCESS.** The MC will report to both Seller and Purchaser, with informal approvals being given by both on an ongoing basis. Seller shall be deemed to have given its formal approval to a plan at such time as it applies to Purchaser for Land Use Plan approval and zoning designation. Purchaser shall indicate its formal approval to a plan at such time as it grants zoning approval.

(c) **ACCESS AND PLANNING.** On the west side of proposed Route 199 lies approximately 270 acres of land. Current VDOT plans, in the opinion of Seller, do not provide adequate access to the parcel for the appropriate uses. It is possible that changes in roads systems (Alternate Route 5) and the results of the planning process will indicate more suitable uses. Seller expects the planning process to address these issues. Purchaser's MC members and staff will support the conclusions of the planning process with regard to access as long as this support does not delay the construction of Route 199. It is noted, however, the emphasis on planning shall be on the property inside Route 199.

(d) **PLANNING BUDGET.** Seller agrees to spend up to \$250,000.00 for the creation of an executable master plan. "Executable" is defined as being acceptable from political, physical and market perspectives. The MC shall formulate a planning budget to cover the fees and expenses directly associated with those persons or firms hired to create an executable master plan. Both Seller and Purchaser shall approve such planning budget before implementation. The expense of both parties' respective representatives, agents and attorneys shall not be charged against such \$250,000.00. While planning quality should not be sacrificed for cost savings, both parties agree that cost savings and cost efficient planning shall be utilized in all aspects of the planning process.

(e) **AFD WITHDRAWALS.** Upon approval of a Master Plan, Purchaser shall administer the withdrawal procedures to allow flexibility in withdrawing land from the AFD that is to be developed pursuant to such Master Plan. All remaining undeveloped land shall remain in the AFD.

(f) **SCOPE OF WORK.** The MC will develop a "scope of work" document for approval by Seller and Purchaser. It is possible that parcels of land owned by the College of William and Mary, Eastern State Hospital, and Ford's Colony may be included. If such parcels are included and the respective owners wish to participate in the plan, then such owners shall be asked to pay a portion of the cost of the plan. The work toward the Master Plan is not dependent upon nor will it be delayed by attempts to include the above property owners or by the participation of such other landowners.

(g) **ASSIGNMENT RIGHTS.** Seller shall have the right to assign its rights and/or obligations under this arrangement of planning process to a "master developer". A "master developer" is defined as a person or entity that is an active developer, assumes financial risk and preserves Seller's investment status. With the consent of Purchaser, which consent shall not be unreasonably withheld, the "master developer" may contract with specialty developers for specific purposes.

(h) **FUNDING OF INFRASTRUCTURE.** Purchaser will be willing to consider governmental sources and methodology of infrastructure funding on a specific proposal basis. Purchaser will not be obligated to assist in any funding which, in its sole opinion, is not appropriate.

(i) **EASTERN STATE HOSPITAL SURPLUS PROPERTY.** Seller intends to request, as part of the compensation proposal to VDOT for Route 199 right of way acquisition, the Commonwealth of Virginia to transfer surplus Eastern State Hospital property adjoining the northerly boundary of the 600± acres of Seller in return for the property the Commonwealth acquires for Route 199. Purchaser will not oppose this request and will permit such property, if acquired and if qualified, to be placed in the AFD.

(j) VIRGINIA POWER ACCESS TO MONTICELLO AVENUE EXTENDED.

At the time Purchaser seeks site plan approval of the Property, assuming Monticello Avenue Extended is a divided highway and assuming that Virginia Power has both exercised its option set out in Section 3.3.2 of an agreement, hereinafter described, and located the Easement for ingress and egress, it is agreed that Seller and Purchaser shall make every reasonable effort to assure that a break in the median is provided at the point the Easement comes out on Monticello Avenue Extended. However, Seller and Purchaser acknowledge that the Virginia Department of Transportation has final approval of such cuts. Purchaser acknowledges that it has received a copy of agreement dated May 23, 1988 between Robert T. Casey et als. and Virginia Electric and Power Company.

(k) LEASES. The Property is encumbered with hunting and farming leases which must be terminated as to the Property. The hunting lease will be additionally modified to prohibit hunting within three hundred (300) feet of Property. Purchaser acknowledges that it has received a copy of the hunting and farming leases.

14. SURVIVAL. All covenants and agreements of the parties which are intended under this Contract to be performed in whole or in part after the settlement shall survive such settlement.

15. APPROVAL OF BOARD OF SUPERVISORS. This Contract of Purchase is subject to and strictly conditional upon formal approval by the Board of Supervisors of James City County. If such approval has not been secured by January 23, 1995 then this Contract of Purchase shall be void.

16. STANDARD PROVISIONS. All of the Standard Provisions attached hereto are incorporated by reference and shall apply to this Contract.

WITNESS the following duly authorized signatures:

C. C. CASEY LIMITED COMPANY
BY: [Signature]

COUNTY OF JAMES CITY, VIRGINIA
BY: [Signature]

I hereby acknowledge receipt of the Deposit herein, to be held in my trust account.

[Signature]
Wilson F. Skinner, Jr., Attorney for Sellers, Escrow Agent

Date: 1/31/95

STANDARD PROVISIONS

A. **Deposit.** Unless Seller cannot convey to Purchaser good and marketable fee simple title as described in STANDARD PROVISIONS (C), the Deposit is non-refundable. If this Contract is not consummated and a dispute exists between Seller and Purchaser, the Deposit will be held in escrow by the Escrow Agent until the Seller and Purchaser have agreed to the disposition thereof, or a court of competent jurisdiction orders disbursement.

B. **Expenses and Prorations.** Seller agrees to pay the expense of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099 and the recordation tax applicable to grantors, and Seller's own attorney's fees. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this purchase, including, without limitation, title examination, insurance premiums, survey costs, recording costs (exclusive of grantor's tax), any Environmental Audit expenses, loan document preparation costs and fees, and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement.

C. **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property, insurable for the Purchaser by Lawyers Title Insurance Corporation or other acceptable national title insurer, at normal rates, by deed of General Warranty containing English Covenants of Title, free of all liens, defects and encumbrances, except as otherwise indicated herein, and subject only to reversion as described in Paragraph 6 and such restrictions and easements as shall then be of record which do not affect the use of the Property or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may, but shall not be obligated to, extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph.

D. **Representations and Warranties Regarding Hazardous Substances.** Seller represents and warrants the following as of the date hereof and as of the date of settlement:

(1) 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 Contract, "Hazardous Substances" means and includes (a) 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 (b) 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."

(2) 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.

(3) 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 (a) the use, manufacture, storage, transportation,

discharge, release or disposal of Hazardous Substances or Toxic Substances, or (b) 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.

(4) Seller will use its best efforts to comply with the requirements of all Environmental Laws and will promptly notify Purchaser of the discovery of Hazardous Substances or Toxic Substances on or about the Property. Seller will promptly forward to Purchaser 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.

(5) 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 (a) 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, Purchaser shall proceed to settlement in accordance with the terms of this Contract, or (b) terminating this Contract by written notice to Purchaser, whereupon, Seller shall refund to Purchaser all deposits paid hereunder and the parties shall be released from any further liability and obligation hereunder.

E. Risk of Loss. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and pay over to Purchaser any sums received as a result of such loss or damage.

F. Seller's and Purchaser's Option. In the event that the total cost of fulfilling Seller's obligations in Paragraph C above exceeds \$5,000.00, Seller shall have the option to (i) pay the total costs or (ii) pay \$5,000.00 to Purchaser and refuse to pay any excess over the amount. If Seller elects (ii), Purchaser shall have the option to accept the Property in its present condition, in which case Seller shall pay \$5,000.00 to Purchaser at Settlement, or terminate the Contract and refund the \$25,000 deposit Purchaser.

G. Affidavits and Certificates. Seller shall deliver to Purchaser an affidavit on a form acceptable to Purchaser's title insurance company, signed by Seller, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or material men's liens against the Property, or, if labor or materials have been furnished during the statutory period, that the costs thereon have been paid. Seller shall also deliver to Purchaser applicable non-foreign status and state residency certificates and IRS certificates.

H. Mechanic's Lien Notification.

NOTICE

Virginia Law (Virginia Code Ann. Section 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

Seller shall deliver to Purchaser at Settlement an affidavit signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of

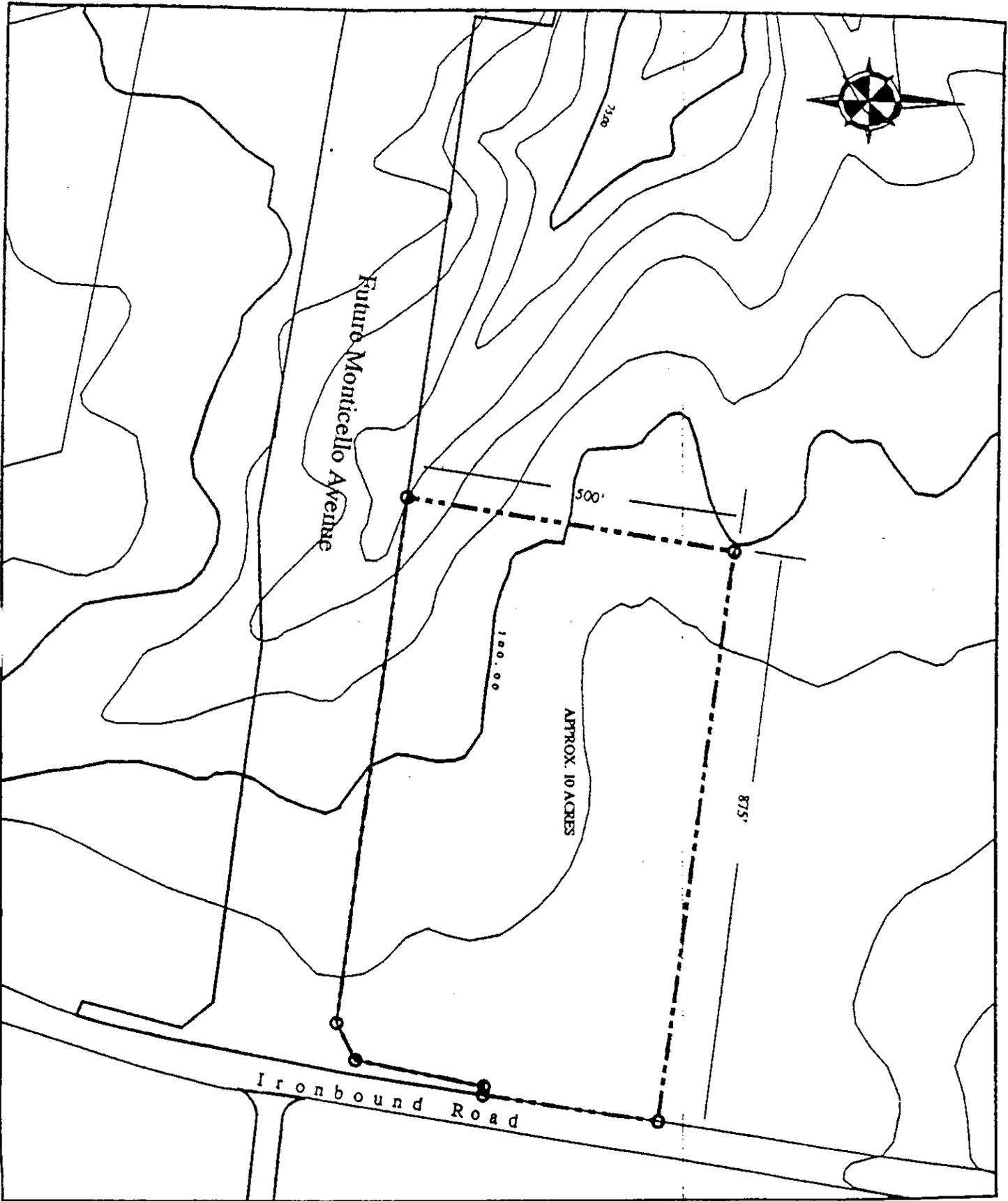
mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that all such costs have been paid in full.

I. **Title Insurance Notification.** The Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to settlement and which, though not recorded at the time of recordation of the Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance will be governed by the terms and conditions thereof, and the dollar amount of the cost of obtaining such title insurance coverage.

J. **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns; that unless amended in writing by Seller and Buyer, this Contract contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained; and that it shall be construed under the laws of the Commonwealth of Virginia.

K. **Brokerage.** The parties agree that no broker was responsible for bringing the parties together and if any commission is payable to anyone as a result of this transaction it shall be paid by Seller.

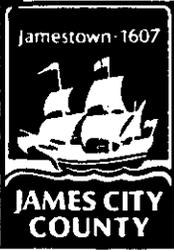
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"PLAT OF PROPERTY TO BE CONVEYED FROM C.C. CASEY LIMITED COMPANY TO JAMES CITY COUNTY, VIRGINIA."

(Drawn 1-13-95)

254



BOARD OF SUPERVISORS
P. O. Box 8784
Williamsburg, Virginia 23187-8784

County Government Center, 101 Mounts Bay Road
(804)253-6609

Board of Supervisors
Perry M. DePue
Jack D. Edwards
Robert A. Magoon, Jr.
David L. Sisk
Stewart U. Taylor

March 1, 1995

C. C. Casey Limited Company
c/o Mr. Robert T. Casey
7 Douglas Drive
Newport News, Virginia 23601

Dear Mr. Casey:

We appreciate the bargain sale you made this day to James City County. We acknowledge as a gift the value of the property described in Exhibit "A" attached to the CONTRACT OF PURCHASE, dated January 17, 1995 between C. C. Casey Limited Company and County of James City, Virginia in excess of the purchase price of such property. We have not provided or agreed to provide any goods or services in consideration, in whole or part, for your gift of excess value.

This also confirms the fact that we had no intention of condemning the property if you had not agreed to sell it to us and that, accordingly, you have not acted under "threat of condemnation."

Sincerely yours,

A handwritten signature in black ink, appearing to read "Perry M. DePue", is written over the typed name below.

Perry M. DePue, Chairman
James City County
Board of Supervisors

PMD/mfr