

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 10TH DAY OF SEPTEMBER, NINETEEN HUNDRED NINETY-SIX, AT 5:05 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

David L. Sisk, Chairman, Roberts District
Robert A. Magoon, Jr., Vice Chairman, Jamestown District

Perry M. DePue, Powhatan District
Jack D. Edwards, Berkeley District
Stewart U. Taylor, Stonehouse District
Sanford B. Wanner, County Administrator
Leo P. Rogers, Jr., Deputy County Attorney

B. WORK SESSION

1. Casey Property Community Development Authority

Mr. Sisk welcomed the owners and representatives of the Casey property.

Mr. Magoon arrived at 5:10 p.m.

Discussion by Board, staff, and Casey representatives followed regarding project definition, nature of specific Community Development Authority improvements, financial viability, and governance of the Authority.

Mr. Sisk recessed the Board at 6:15 p.m. for dinner.

Mr. Sisk reconvened the Board into open session at 7:03 p.m.

C. PRESENTATIONS

1. Planning Commission Annual Report

Mr. Alexander Kuras, Chairman, Planning Commission, gave a brief overview of the past year's accomplishments and next year's completion of the Comprehensive Plan update. He commended the Planning staff and his colleagues for their efforts.

2. Child Abuse and Neglect and Foster Care

Ms. Diana Hutchens, Director of Social Services, provided statistics of child abuse and neglect in the County from 1978 to 1995. She summarized that the increase in child abuse and neglect and subsequent increase in foster care was the direct result of increased use of drugs by family members.

D. **MINUTES** - August 13, 1996 - Regular Meeting
August 22, 1996 - Special Meeting

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

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

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

E. **CONSENT CALENDAR**

Mr. Sisk asked if a Board member wished to remove or add any items on the Consent Calendar.

Mr. Edwards asked that a resolution for the Lafayette High School Ram Band be added to the Consent Calendar.

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

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

1. Resolution of Appreciation, Robert Ware

RESOLUTION

OF APPRECIATION

ROBERT WARE

WHEREAS, the Greater Peninsula Private Industry Council (GPPIC) provides employment and job training services; and

WHEREAS, Robert Ware was James City County's representative on GPPIC from February 5, 1987, to June 30, 1996, and served as Chairman from July 1, 1994, to June 30, 1996; and

WHEREAS, throughout this period of service, Mr. Ware gave freely of his time, energy, and extensive knowledge for the improvement of the quality of life in James City County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, expresses its sincere appreciation of Robert Ware for his distinguished service and dedication to the County and its citizenry.

2. Trash and Grass Liens

RESOLUTION

CODE VIOLATION LIEN

WHEREAS, the Director of Code Compliance has certified to the Board of Supervisors of James City County, Virginia, that the property owners as described below have failed to pay a bill in the

amount listed, for cutting of grass and weeds or removal of trash and debris, although the County has duly requested payment; and

WHEREAS, the unpaid and delinquent charges are chargeable to the owner and collectible by the County as taxes and levies and constitute a lien against the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that in accordance with Section 7-4 and 7-5 of the Code of the County of James City, Virginia, the Board of Supervisors directs that the following delinquent charges for services rendered, plus interest at the legal rate from the date of recordation until paid, shall constitute a lien against the Property to wit:

Cleaning of Trash/Debris and/or Cutting of Grass, Weeds, etc.:

ACCOUNT:	Manuel H. Cruz, Jr. 237 Aspen Boulevard Yorktown, VA 23692-4727
DESCRIPTION:	5515 Centerville Road
TAX MAP NO.:	(31-3) (01-0-0008) James City County, Virginia
AMOUNT DUE:	\$272.00

RESOLUTION

CODE VIOLATION LIEN

WHEREAS, the Director of Code Compliance has certified to the Board of Supervisors of James City County, Virginia, that the property owners as described below have failed to pay a bill in the amount listed, for cutting of grass and weeds or removal of trash and debris, although the County has duly requested payment; and

WHEREAS, the unpaid and delinquent charges are chargeable to the owner and collectible by the County as taxes and levies and constitute a lien against the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that in accordance with Section 7-4 and 7-5 of the Code of the County of James City, Virginia, the Board of Supervisors directs that the following delinquent charges for services rendered, plus interest at the legal rate from the date of recordation until paid, shall constitute a lien against the Property to wit:

Cleaning of Trash/Debris and/or Cutting of Grass, Weeds, etc.:

ACCOUNT:	Antonio Cortinas, Jr. 3428 Indian Path Williamsburg, VA 23185
DESCRIPTION:	3428 Indian Path

TAX MAP NO.: (46-2) (13-0-0015)
James City County, Virginia

AMOUNT DUE: \$120.00

RESOLUTION

CODE VIOLATION LIEN

WHEREAS, the Director of Code Compliance has certified to the Board of Supervisors of James City County, Virginia, that the property owners as described below have failed to pay a bill in the amount listed, for cutting of grass and weeds or removal of trash and debris, although the County has duly requested payment; and

WHEREAS, the unpaid and delinquent charges are chargeable to the owner and collectible by the County as taxes and levies and constitute a lien against the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that in accordance with Section 7-4 and 7-5 of the Code of the County of James City, Virginia, the Board of Supervisors directs that the following delinquent charges for services rendered, plus interest at the legal rate from the date of recordation until paid, shall constitute a lien against the Property to wit:

Cleaning of Trash/Debris and/or Cutting of Grass, Weeds, etc.:

ACCOUNT: Centerville Salvage & Auto Parts, Inc.
c/o James T. Wood, President
P.O. Box 319
Williamsburg, VA 23187

DESCRIPTION: 6132 Centerville Road

TAX MAP NO.: (31-1) (01-0-0024)
James City County, Virginia

AMOUNT DUE: \$299.86

RESOLUTION

CODE VIOLATION LIEN

WHEREAS, the Director of Code Compliance has certified to the Board of Supervisors of James City County, Virginia, that the property owners as described below have failed to pay a bill in the amount listed, for cutting of grass and weeds or removal of trash and debris, although the County has duly requested payment; and

WHEREAS, the unpaid and delinquent charges are chargeable to the owner and collectible by the County as taxes and levies and constitute a lien against the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that in accordance with Section 7-4 and 7-5 of the Code of the County of James City, Virginia,

the Board of Supervisors directs that the following delinquent charges for services rendered, plus interest at the legal rate from the date of recordation until paid, shall constitute a lien against the Property to wit:

Cleaning of Trash/Debris and/or Cutting of Grass, Weeds, etc.:

ACCOUNT:	Rebecca Lee, executrix, for Cecil Lindsey 215 Telford Newport News, VA 23606
DESCRIPTION:	8679 Pocahontas Trail
TAX MAP NO.:	(52-3) (01-0-0089) James City County, Virginia
AMOUNT DUE:	\$120.00

RESOLUTION

CODE VIOLATION LIEN

WHEREAS, the Director of Code Compliance has certified to the Board of Supervisors of James City County, Virginia, that the property owners as described below have failed to pay a bill in the amount listed, for cutting of grass and weeds or removal of trash and debris, although the County has duly requested payment; and

WHEREAS, the unpaid and delinquent charges are chargeable to the owner and collectible by the County as taxes and levies and constitute a lien against the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, James City County, Virginia, that in accordance with Section 7-4 and 7-5 of the Code of the County of James City, Virginia, the Board of Supervisors directs that the following delinquent charges for services rendered, plus interest at the legal rate from the date of recordation until paid, shall constitute a lien against the Property to wit:

Cleaning of Trash/Debris and/or Cutting of Grass, Weeds, etc.:

ACCOUNT:	Kenneth and Katherine Allen 3300 News Road Williamsburg, VA 23188
DESCRIPTION:	3300 News Road
TAX MAP NO.:	(36-2) (01-0-0036A) James City County, Virginia
AMOUNT DUE:	\$180.00

3. Appointment of Member and Alternate to Virginia Peninsula Regional Jail Authority Board

RESOLUTION

APPOINTMENT OF MEMBER AND ALTERNATE TO VIRGINIA PENINSULA

REGIONAL JAIL AUTHORITY BOARD

WHEREAS, the Virginia Peninsula Regional Jail Authority (VPRJA) Board of Directors consists of one member and the Sheriffs from each participating jurisdiction; and

WHEREAS, there are occasions when the regular member is unable to attend VPRJA meetings.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, hereby appoints Sanford B. Wanner, County Administrator, as a member and Frank M. Morton, III, County Attorney as the County's alternate member to the VPRJA Board.

4. Appointment of County Administrator to Virginia Peninsulas Public Service Authority Board

RESOLUTION

APPOINTMENT OF COUNTY ADMINISTRATOR TO

VIRGINIA PENINSULAS PUBLIC SERVICE AUTHORITY BOARD

WHEREAS, on January 7, 1991, the James City County Board of Supervisors appointed the County Administrator, David B. Norman, to be a member of the Virginia Peninsula Public Service Authority Board; and

WHEREAS, as set forth in Articles of Incorporation, a member is eligible for reappointment to a 4-year term, and shall hold office until a successor shall have been named. On July 19, 1993, the James City County Board of Supervisors reappointed the County Administrator to a 4-year term, term expiring December 31, 1996.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, appoints the County Administrator, Sanford B. Wanner, as a member of the Virginia Peninsulas Public Service Authority Board to serve an unexpired term, term expiring December 31, 1996.

5. Agreement for Recyclable Collection Program

RESOLUTION

AGREEMENT FOR RECYCLABLE COLLECTION PROGRAM

WHEREAS, funds are appropriated in the FY 1997 Solid Waste Operating Budget to continue the County's Curbside Recyclable Collection Program; and

WHEREAS, requests for proposals were issued by the Virginia Peninsulas Public Service Authority (VPPSA), responses evaluated and the lowest proposal meeting the critical specifications and being in the best interest of the jurisdictions in VPPSA was determined; and

WHEREAS, to participate in the VPPSA program, a "Special Project Agreement For Recyclable Collection Program" needs to be executed between James City County and the Virginia Peninsulas Public Service Authority.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes and directs the County Administrator to enter into an agreement with the Virginia Peninsulas Public Service Authority for the continuation of recyclable collection to County residents commencing on November 1, 1996.

6. Dedication of Streets in Governor's Land at Two Rivers, Travis Pond and Whittaker Island, Blocks A and B

RESOLUTION

DEDICATION OF STREETS IN GOVERNOR'S LAND AT

TWO RIVERS, TRAVIS POND AND WHITTAKER ISLAND, BLOCKS A AND B

WHEREAS, the streets described on the attached Additions Form SR-5(A)s, fully incorporated herein by reference, are shown on plats recorded in the Clerk's Office of the Circuit Court of James City County; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board the streets meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation; and

WHEREAS, the County and the Virginia Department of Transportation have entered into an agreement on November 1, 1993, for comprehensive stormwater detention which applies to this request for addition.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby requests the Virginia Department of Transportation to add the streets described on the attached Additions Form SR-5(A) to the secondary system of State highways, pursuant to §33.1-229, Code of Virginia, and the Department's Subdivision Street Requirements.

BE IT FURTHER RESOLVED, this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage.

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

7. Subdivision Name Change, Mallard Hill**RESOLUTION****SUBDIVISION NAME CHANGE - MALLARD HILL**

WHEREAS, Section 17-54 of the Subdivision Ordinance of James City County provides the James City County Board of Supervisors with the authority to rename subdivisions; and

WHEREAS, a subdivision name change has been requested by the owners of Warhill Section I, further identified as Parcel Nos. (6-1) through (6-33), and (6-46) through (6-58) on James City County Real Estate Tax Map No. (31-4), and Parcel Nos. (3-34) through (3-45) on James City County Real Estate Tax Map No. (31-2).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby changes the subdivision name of Warhill Section I to Mallard Hill conditioned upon the following:

Upon approval of the subdivision name change, the owner shall rerecord the plat to reflect the name "Mallard Hill."

8. Lafayette High School Ram Band**RESOLUTION****LAFAYETTE HIGH SCHOOL RAM BAND**

WHEREAS, the Lafayette High School Ram Band is a group of outstanding young adults; and

WHEREAS, these 195 musicians and their directors are highly regarded musical ambassadors who represent Lafayette High School and our community in winning district, state, national, and international competitions and in setting a standard of excellence.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, recommends to our United States Senators and Congressman that the Lafayette High School Ram Band be selected for the honor of participating in the Presidential Inaugural Parade in Washington, DC on January 20, 1997.

F. PUBLIC HEARINGS1. Case Nos. Z-8-96 and SUP-21-96. Old Capitol Lodge Expansion

Mr. Gary A. Pleskac, Planner, stated that Mr. James E. Hicks, on behalf of Old Capitol Lodge No. 629, had applied to rezone approximately 5 acres from R-2, General Residential, to R-8, Rural Residential, with a special use to bring into conformance, to expand the existing Old Capitol Lodge at 105-107 Howard Drive, further identified as Parcel Nos. (1-43) and (1-44) on James City County Real Estate Tax Map No. (52-3).

Staff determined that proposed rezoning and expansion will not have negative impacts on surrounding neighborhood and the expansion would provide somewhat similar services and facilities as a community oriented public facility.

In concurrence with staff, the Planning Commission unanimously recommended approval of the cases with conditions listed in the special use permit resolution.

Mr. Sisk opened the public hearing.

1. Mr. James Hicks thanked the Board for the improvements being done to roads and homes in the community and asked for approval of the cases so that improvements could also be made to the Old Capitol Lodge.

Mr. Sisk closed the public hearing.

Mr. Edwards made a motion to approve the cases.

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

RESOLUTION

CASE NO. Z-8-96. OLD CAPITOL LODGE

WHEREAS, in accordance with Section 15.1-431 of the Code of Virginia, and Section 20-15 of the James City County Zoning Ordinance, a public hearing was advertised, adjoining property owners notified, and a hearing scheduled on Zoning Case No. Z-8-96 for rezoning approximately 5 acres of land from R-2, General Residential District, to R-8, Rural Residential District, and is further identified as Parcel Nos. (1-43) and (1-44) on James City County Real Estate Tax Map No. (52-3); and

WHEREAS, the Planning Commission of James City County unanimously recommended approval of Zoning Case No. Z-8-96.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve Zoning Case No. Z-8-96.

RESOLUTION

CASE NO. SUP-21-96. OLD CAPITOL LODGE

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 August 5, 1996, recommended approval of Case No. SUP-21-96 by a vote of 6 to 0 to permit the operation of Old Capitol Lodge at 105-107 Howard Drive in Grove, further identified as Parcel Nos. (1-43) and (1-44) on James City County Real Estate Tax Map No. (52-3).

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-21-96 as described herein with the following conditions:

1. If construction has not commenced on the property within 12 months of the issuance of the special use permit, it shall become void. Construction shall be defined as the obtaining of any permits required for building construction, clearing and grading of the site, and the installation of foundations and footings for the proposed structure.
2. The design of the proposed addition to the Old Capitol Lodge and its utilities shall be reviewed and approved by the Director of Planning and the James City Service Authority prior to final site plan approval.
3. The size of the proposed expansion to the Old Capitol Lodge shall be limited to 2,400 square feet.
4. Any lighting proposed for the facility shall not glare on adjacent property and shall be approved by the Director of Planning.
5. A landscaping plan shall be submitted with the site plan and approved by the Director of Planning.

2. Case No. SUP-24-96. York River Baptist Daycare Facility

Mr. Paul D. Holt, III, Planner, stated that Mr. James Stevens, representing Guardian Angel Day Care Center, had applied on behalf of York River Baptist Church for a special use permit to allow the operation of a full-time day care at York River Baptist Church, 8201 Croaker Road, zoned A-1, General Agricultural, further identified as Parcel No. (1-37) on James City County Real Estate Tax Map No. (48-2).

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

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

RESOLUTION

CASE NO. SUP-24-96. YORK RIVER BAPTIST CHURCH DAY CARE FACILITY

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 applicant has requested a special use permit to allow the operation of a full-time day care at the York River Baptist Church at 8201 Croaker Road, further identified as Parcel No. (1-37) on James City County Real Estate Tax Map No. (14-3); and

WHEREAS, the Planning Commission, following its public hearing on August 5, 1996, voted unanimously to recommend approval of this application.

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-24-96 as described herein with the following conditions:

1. This special use permit shall only be valid for the operation of a day care within the existing church, limited to the stated hours of operation, 7:00 a.m. to 6:00 p.m., Monday through Friday, and limited to the stated enrollment capacity of 40 children maximum.
2. Additional playground equipment, as approved by the Planning Director, and the playground fence shall be installed within twelve (12) months from the date the day care begins operation, or the permit shall become void.
3. A Certificate of Occupancy shall be obtained within one (1) year of approval of this special use permit, or the permit shall become void.
4. If any additional outdoor lighting is to be provided, a lighting plan must be submitted and approved by the Planning Director.
5. Additional landscaping shall be provided, as approved by the Planning Director, to provide increased screening of the playground area from any adjoining residential property.

3. Case No. AFD-3-86. Hill Pleasant Farm/Moyer Addition

Mr. Pleskac stated that Mr. Wayne Moyer had applied to add approximately 32 acres to existing Hill Pleasant Farm Agricultural and Forestal District, located at 268 Peach Street, zoned A-1, General Agricultural, further identified as Parcel No. (1-15D) on James City County Real Estate Tax Map No. (24-1).

Staff determined the proposal met the minimum area and proximity requirements for inclusion.

In concurrence with staff, the Agricultural and Forestal District Advisory Committee and the Planning Commission recommended approval of the application.

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

4. Case No. HW-3-96. King's Way Church Steeple

Mr. Pleskac stated that Mr. Joe Morgan had applied on behalf of King's Way Church for a height limitation waiver to allow construction of a church steeple 16 feet above the permitted height of 60 feet above grade in R-1, Limited Residential, located at 5100 John Tyler Highway, Route 5, further identified at Parcel No. (1-57) on James City County Real Estate Tax Map No. (47-2).

Mr. Pleskac further stated that all required items were adequately addressed and staff recommended approval of the height waiver, with a condition listed in the resolution.

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

Mr. Edwards stated his concern of a church being built in an established residential area.

Mr. Sisk made a motion to approve the resolution.

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

RESOLUTIONCASE NO. HW-3-96. KING'S WAY CHURCH STEEPLE HEIGHT LIMITATION WAIVER

WHEREAS, it is understood that all conditions for the application for a Height Limitation Waiver have been met.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia that a Height Limitation Waiver be granted for the construction of the steeple to a maximum height of 76 feet above finished grade on property owned and developed by the applicant as described below and on the attached site location and elevation maps, with the following condition:

The lighting and fixtures for the proposed steeple shall be reviewed and approved by the Director of Planning prior to the issuance of a Temporary Certificate of Occupancy.

Applicant:	Joe Morgan, on behalf of King's Way Church
Real Estate Tax Map No.:	(47-2)
Parcel No.:	(1-57)
Address:	5100 John Tyler Memorial Highway
Election District:	Berkeley
Zoning:	R-1, Limited Residential District

5. Case No. SUP-17-96. PrimeCo Personal Communications/Stonehouse, Inc.

Mr. Holt stated that Mr. Larry Woods of Clough, Harbor and Associates, representing PrimeCo Personal Communications, had applied on behalf of Stonehouse, Inc., for a special use permit to allow construction of a 190 foot communication tower and related equipment, located on the east end of Sand Hill Road, further identified as Parcel No. (1-1) on James City County Real Estate Tax Map No. (13-1).

Mr. Holt defined the site and tower description, surrounding area, Comprehensive Plan designation, and current guidelines for towers.

Staff recommended that the case be deferred until alternatives to current policy could be considered at the upcoming work sessions on communications towers.

Mr. Sisk opened the public hearing.

1. Mr. Vernon Geddy, representative of the applicant, explained the need for a tower in this location for sufficient coverage by the company.

Mr. O. Marvin Sowers, Jr., Director of Planning, requested the applicant to provide supplementary information regarding technical rationale for the company not being able to locate on an existing tower in the area.

Mr. Sanford B. Wanner, County Administrator, recommended that the Board send the application back to the Planning Commission for its guidance.

Mr. DePue made a motion to remand Case No. SUP-17-96 to the Planning Commission to provide guidance to the Board so that action can be taken at the October 23, 1996, meeting.

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

Mr. Sisk declared the public hearing continued until the October 23, 1996 Board of Supervisors' meeting.

6. Case Nos. Z-7-96 and MP-3-96. Governor's Land Master Plan Amendment

Mr. Pleskac stated Mr. Vernon Geddy, on behalf of Governor's Land Associates, have applied to rezone two separate parcels totaling approximately 38 acres from A-1, General Agricultural, to R-4, Residential Planned Community, with amended proffers, for development of 19 additional single-family detached residences, further identified as Parcel No. (1-17) on James City County Real Estate Tax Map No. (43-2).

Mr. Pleskac further stated that Mr. Geddy had requested deferral of this case until September 24, 1996.

Mr. Sisk opened the public hearing and continued the public hearing until the September 24, 1996, Board of Supervisors' meeting.

Mr. Magoon stated that he would abstain from voting on this case because of a professional relationship.

7. Resolution to Authorize Sale of Strip of Land to Virginia Department of Transportation for Widening of Forge Road at 3127 Forge Road

Mr. Leo P. Rogers, Deputy County Attorney, stated that the deed would transfer the strip of land in front of the County's Government Satellite Office Building to Virginia Department of Transportation (VDOT) for widening of Forge Road.

Mr. Sisk opened the public hearing.

1. Mr. Joseph Swanenburg, 4040 South Riverside Drive, Lanexa, stated Forge Road needed to be resurfaced.

Mr. John T. P. Horne, Manager of Development Management, responded that Forge Road was in the Six-Year Plan and would be built by VDOT.

Mr. Sisk closed the public hearing.

Mr. Edwards made a motion to approve the resolution.

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

RESOLUTION

DEED TO CONVEY RIGHT-OF-WAY TO VDOT

WHEREAS, the Virginia Department of Transportation ("VDOT") requires a certain strip of land from the County property commonly known as 3127 Forge Road, Toano, Virginia which is the location of the County's Government Satellite Office Building ("County Property"); and

WHEREAS, VDOT has offered to pay \$18,110 to the County to acquire a strip of land along the front of the County Property; and

WHEREAS, the Board of Supervisors, following a public hearing, is of the opinion that the County should convey such property to VDOT for the agreed upon price.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes and directs Sanford B. Wanner, County Administrator, to execute a deed and any other document needed to convey the above referenced property to the Commonwealth of Virginia in exchange for \$18,110.

G. BOARD CONSIDERATIONS

1. Proposed Withdrawal Criteria for Agricultural and Forestal District Parcels Within the Primary Service Area

Mr. Pleskac stated that the proposed criteria would give greater flexibility in granting requests to withdraw agricultural and forestal district parcels which are inside the Primary Service Area. He further stated the current policy would remain in effect for those parcels outside the Primary Service Area.

After a brief discussion, the Board requested that the applicant submit a graphic plan for the property at the time the withdrawal application was made; remove 75 acres as minimum; and, remove first sentence of No. 1 of minimum standards under Now Therefore Be It Resolved clause.

Mr. Sisk recognized a citizen in the audience who wished to speak.

1. Mr. Robert E. Gilley, 227 Gate House Boulevard, expressed his disagreement with the policy and stated that the new criteria would completely destroy the agricultural and forestal districts.

Mr. Sisk declared deferral of this issue until staff brings item forward.

2. Purchase of Electronic Equipment for Community Networking Project

Mr. Thomas R. Pennington, Director of Information Resources Management, stated that approval to purchase the electronic equipment to connect the Government Center and Human Services Center by fiber optic cable would provide voice, data and video services between major office sites, schools and regional facilities.

Staff recommended approval of the resolution.

Mr. DePue made a motion to approve the resolution.

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

RESOLUTION

FIBER OPTIC EQUIPMENT PURCHASE

COMMUNITY NETWORK ELECTRONIC EQUIPMENT

WHEREAS, James City County has acquired the right to use for fifteen years more than sixteen miles of fiber optic cable from Continental Cablevision of Virginia, Inc., plus the extension by Continental of 33,000 feet of spur lines to connect county and school facilities; and

WHEREAS, the fiber optic cable will be useful for transmission of voice, data, and video signals in the service of county business, education, and regional activities if appropriate electronic equipment is connected to it; and

WHEREAS, Virginia Polytechnic Institute has established a contract with Fore Systems, Inc., to make such equipment available at reasonable cost, and has amended it to include James City County as an authorized buyer; and

WHEREAS, the County is conducting a pilot project testing the utility of connecting the Government Center and Human Services, using Continental Cable fiber, and requires the electronics to connect the two sites.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, approve the expenditure of \$96,476.25 for electronic equipment for this project.

3. **Williamsburg Community Hospital Lease Agreement**

Mr. Needham S. Cheely, III, Director, Parks and Recreation, stated that the proposed lease would provide the Williamsburg Community Hospital a 2,375 square foot area for wellness and health related programs within the James City/ Williamsburg Recreation Center.

Staff recommended approval of the resolution.

Mr. Edwards made a motion to approve the resolution.

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

RESOLUTION

WILLIAMSBURG COMMUNITY HOSPITAL LEASE

WHEREAS, James City County Parks and Recreation and Williamsburg Community Hospital, Incorporated, have an opportunity to create a joint venture to provide a comprehensive health and wellness program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes and directs the Chairman and County Administrator to execute the lease by and between James City County and Williamsburg Community Hospital, Incorporated.

4. Budget Transfer - Warhill Property Acquisition

Mr. John E. McDonald, Manager of Financial and Management Services, stated that the resolution appropriated necessary funds needed for monthly payments for this fiscal year.

After a brief discussion, the Board and staff determined that future funding decisions on Warhill and recreation projects would be made during the budget process.

Mr. DePue made a motion to approve the resolution.

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

RESOLUTION**BUDGET ADJUSTMENTS - WARHILL PROPERTY ACQUISITION**

WHEREAS, the Board of Supervisors of James City County has entered into an agreement to acquire the Warhill Property and has executed a note with 48 monthly payments in order to finance that acquisition.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the following budget adjustments within the Capital Projects and Debt Service Funds in order to finance the acquisition of the Warhill property:

Budgeted Capital Projected Funds

Accounts Created:

Net Transfer to Debt Service Fund	\$519,617
County Real Estate Taxes	42,000
Planning/Engineering Studies	<u>50,000</u>
Total	<u>\$611,617</u>

Transferred or Appropriated From:

Fund Balance - Capital Projects Fund	\$145,634
Project Balance - Mid-County Park	110,821
Neighborhood Parks	93,383
River Park	80,000
Residual - four Public Safety Capital Accounts	34,950
Partial Transfer - Dirt Streets	30,000
Project Balance - Strawberry Plains Property	28,448
Grant in Aid Program	25,000
Partial Transfer - Little Creek	21,520
Capital Contingency	19,090
Williamsburg Landing Contribution	16,771
Other Miscellaneous Capital Account Balances (net of \$53,376 in a State Transit Grant)	<u>5,990</u>
Total	<u>\$611,617</u>

Budgeted Debt Service Funds:

Warhill Note Payments	\$519,617
From Capital Projects Fund	\$519,617

5. Request to Establish a Permanent Position

Mr. Wanner stated that the need for central management of the County's capital construction projects would be provided by a capital projects administrator responsible to develop and manage the Capital Improvement Program to include oversight of construction management and contract administration.

Mr. Wanner recommended approval of the resolution.

Mr. Sisk made a motion to approve the resolution.

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

RESOLUTION**CAPITAL PROJECTS ADMINISTRATOR**

WHEREAS, the County desires to manage capital improvement projects in the most cost effective manner possible; and

WHEREAS, it is necessary to have an experienced construction and contract manager on staff to provide the central management of capital building projects and construction thereof; and

WHEREAS, funds will be made available from the FY 97 budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes the creation of the full-time permanent position of Capital Projects Administrator, Salary Range 30.

H. PUBLIC COMMENT

1. Mr. Ed Oyer, 139 Indian Circle, spoke of citizen taxes and expressed concern that the deed of trust for the Warhill Property acquisition had not been recorded.

Mr. Rogers responded that the deed was being held in trust by David Otey, Jr., Esq.

The Board requested that additional information regarding the trust management arrangement be provided to each member.

2. Mr. Jay Everson, 242 Loch Haven Drive, requested the Board to make the difficult decisions during the Comprehensive Plan update in regard to inconsistencies of land zoning.

Mr. Magoon requested a current map and a built-out map showing the community in 25 years.

I. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Wanner commended the Board for its support of the capital projects administrator position, and announced that the position would be filled by Mr. Bernard M. Farmer, full-time, effective November 1, 1996.

Mr. Wanner also announced the United Way Annual Day of Caring was rehabilitation of a home in Forest Glen subdivision; a joint work session on communications towers with the Planning Commission and York County Board of Supervisors and Planning Commission and City of Williamsburg City Council and Planning Commission would be held Monday, September 16, 1996, at 7:00 p.m. in Building C Board Room at the Government Center; the work session at the next regular Board of Supervisors' meeting, Tuesday, September 24, 1996, at 5:00 p.m. would be on communications towers; and, the work session for the Board of Supervisors' meeting, Tuesday, October 8, 1996, would be on Route 199/Route 5 transportation issues.

J. BOARD REQUESTS AND DIRECTIVES

Mr. Sisk commended a Kingsmill citizen for assisting the police in capture of suspect in stolen car; commended police and firefighters for their service during Hurricane Fran; applauded Marvin Sowers for his presentation at the Forum 2050 on Saturday, September 6, 1996; and congratulated four Williamsburg soccer teams for their success in the Labor Day weekend tournament in Williamsburg.

Mr. Sisk made a motion to reappoint Gilbert A. Bartlett to a 4-year term on the Industrial Development Authority, term expiring July 8, 2000, and to appoint Mr. Robert J. Demer to a 4-year term on the Industrial Development Authority, term expiring July 8, 2000.

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

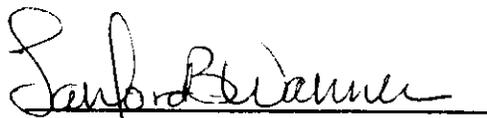
Mr. Magoon asked that a copy of Mr. Sowers presentation be provided to each member of the Board and commended Mr. Larry Foster and the James City Service Authority for attempting to assist citizens without water from their supplier in First Colony.

Mr. DePue stated that a fence between Season's Trace subdivision and Lafayette High School has been planned to be provided by next school year and responded that creative methods to slow the rate of growth should be pursued during the Comprehensive Plan update process.

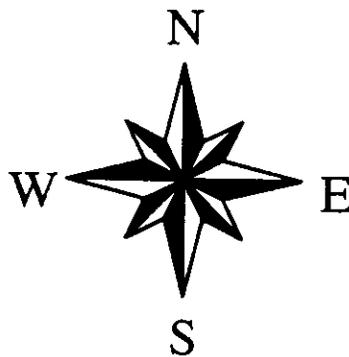
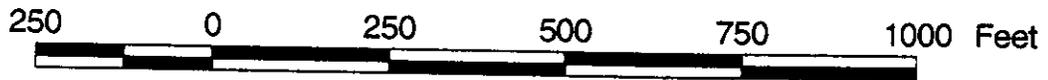
Mr. Edwards made a motion to recess until 7:00 p.m., Monday, September 16, 1996, for a work session on Communications Towers.

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

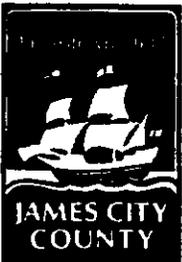
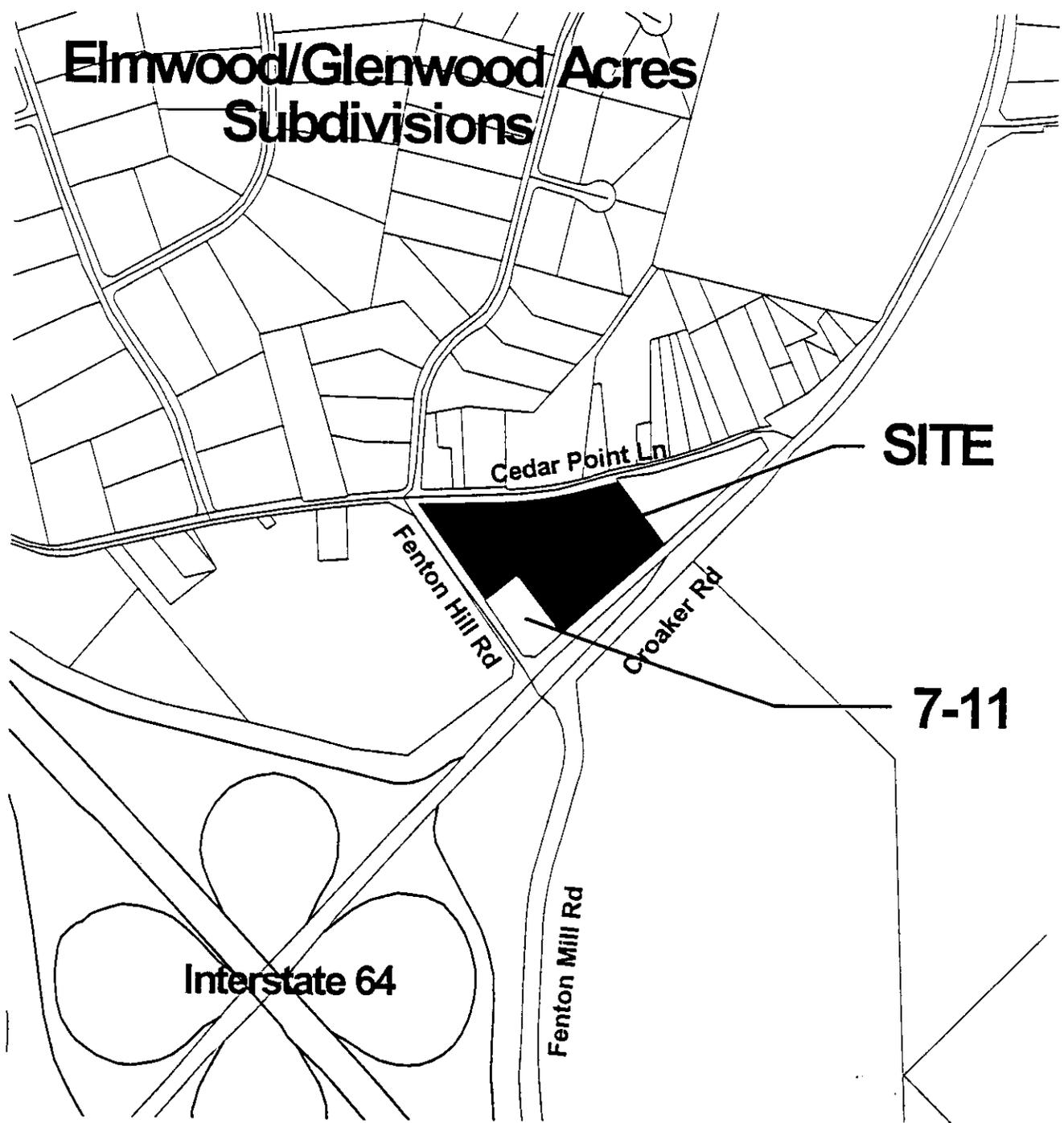
The Board recessed at 10:28 p.m.


Sanford B. Wanner
Clerk to the Board

Case No. Z-8-96/SUP-21-96 Old Capitol Lodge Expansion



Elmwood/Glenwood Acres Subdivisions



Case No: SUP-24-96

Name: York River Baptist Church - Daycare Facility



PLANNING DIVISION
PLANNING DIVISION

SEP 10 1996

ORDINANCE NO. 165A-4

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

HILL PLEASANT FARM AGRICULTURAL AND FORESTAL DISTRICT (AFD-3-86)

MOYER ADDITION

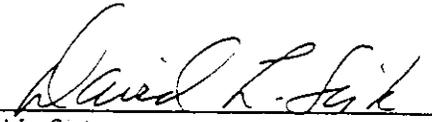
- WHEREAS, an Agricultural and Forestal District has been established in the Hill Pleasant Farm area, and
- WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertized, and public hearings have been held on the application for an addition to the Hill Pleasant Farm Agricultural and Forestal District; and
- WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on August 25, 1996, unanimously recommended approval of the application; and
- WHEREAS, the Planning Commission following its public hearing on August 5, 1996, voted 5-0-1 abstain to recommend approval of the application.

NOW, THEREFORE, BE IT ORDAINED:

- 1. The Hill Pleasant Farm Agricultural and Forestal District is hereby amended by the addition of the following parcel:

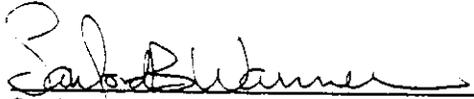
Wayne Moyer	(24-1)(1-15D)	<u>32.00 acres</u>
	Total:	<u>32.00 acres</u>

- 2. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Hill Pleasant Farm Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:
 - A. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.
 - B. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier than six months prior to the expiration of the district.
 - C. No special use permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code section 15.1-1506 et. seq. which are not in conflict with the policies of this district.



David L. Sisk
Chairman, Board of Supervisors

ATTEST:



Sanford B. Wanner
Clerk to the Board

SUPERVISOR VOTE

TAYLOR	AYE
MAGOON	AYE
DEPUE	AYE
EDWARDS	AYE
SISK	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 10th day of September, 1996.

moyer.res

LEASE AGREEMENT

1. PARTIES. This LEASE, dated as of this ^{May}~~April~~ 20th day of 1996, is made by and between THE COUNTY OF JAMES CITY, VIRGINIA (herein called "Landlord") and THE WILLIAMSBURG COMMUNITY HOSPITAL, INCORPORATED (herein called "Tenant").

2. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain space shown and set out as "Health/Wellness" and outlined on the plans entitled "JCC/Williamsburg Community Center" drawn by Bond, Current, Westmoreland & Hiner and dated January 28, 1996 (herein called the "Premises"), containing approximately 2,376 square feet of floor area to be located in an addition to be constructed by the Landlord to the JAMES CITY COUNTY/WILLIAMSBURG RECREATION CENTER (the "Building") located at 5301 Longhill Road, Williamsburg, Virginia. Tenant and its employees, customers, patients and invitees shall have an easement in common with other users of the Building to use the parking lots and facilities for the parking of vehicles and to use the entrance and reception area, hallways, stairways, elevators and other common areas of the Building for access to the Premises.

3. CONSTRUCTION. Landlord shall construct the Premises in a good and workmanlike manner to a finish consistent with the finish of the remainder of the Building and in accordance with the plans and specifications approved by Tenant. Landlord shall not amend or modify the approved plans, specifications or site plan in any manner that effects the Premises without the prior consent of Tenant.

4. USE. Tenant shall use the Premises for medical and office uses related to Tenant's wellness and health related programs and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

5. RENT. Tenant agrees to pay to Landlord rent in the amount of \$275,000.00 for the entire term hereof. Such rent shall be due and payable in lawful money of the United States on the Completion Date (defined below).

6. TERM. The lease term shall be twenty years commencing on the Completion Date. The "Completion Date" shall be the date that a certificate of occupancy for the addition to the Building, including the Premises, has been issued, the Premises have been substantially completed in accordance with the plans and specifications therefor and are available for occupancy by the Tenant. After the Completion Date landlord shall promptly complete any punch list or other incomplete items necessary to achieve final completion in accordance with the plans and specifications.

7. USES PROHIBITED. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein that will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents. Tenant specifically shall not store toxic substances on the Premises without the prior written consent of Landlord. Neither party shall permit anything to be done in or about the Building or the Premises which will in any way obstruct or interfere with the rights of the other party or users of the Building or the Premises; nor shall either party cause, maintain or permit any nuisance in, on or about the Building or the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

8. COMPLIANCE WITH LAW. Tenant shall not use the Premises or permit anything to be done in on or about the Premises, which will in anyway conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

9. FURNISHINGS. Tenant shall be responsible for the installation of the furniture, fixtures and equipment for its uses in the interior of the Premises, if any, at its sole cost and expense.

10. REPAIRS AND MAINTENANCE.

A. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted.

B. Tenant shall maintain the interior of the Premises including all interior walls, floor coverings, windows and doors, and shall perform routine cleaning. Tenant shall maintain the Premises in a neat and clean condition and free of dirt, trash, vermin and other pests.

C. Notwithstanding the provisions of Section 9B hereof, Landlord shall repair and maintain the structural portions of the Building, including the exterior walls and structural portions of the roof, and the mechanical, HVAC, plumbing and other systems unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of or by the Tenant, its agents, servants, employees, invitees, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall make such repairs or perform any maintenance within a reasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

D. Landlord agrees to maintain in good condition

and repair, at its expense, the parking area, sidewalks and other common areas surrounding the Premises and the hallways, stairways, elevators and entrance and reception areas of the Building.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof except to another non-profit health care system or hospital in connection with an affiliation between the Tenant and the other non-profit health care system or hospital without first obtaining the written consent of Landlord. Any sub-lessee shall use the Premises only for the purposes permitted by paragraph 4 hereof.

12. LIABILITY INSURANCE. (a) Tenant shall, at Tenant's expense, obtain from an insurer acceptable to Landlord and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto and any acts, omissions or negligence of Tenant, its employees, invitees and licensees. Such insurance shall be in the initial amount of not less than \$500,000.00 for injury or death of one person in any one accident or occurrence and in the initial amount of not less than \$1,000,000.00 for injury or death of more than one person in any one accident or occurrence. Tenant may provide this insurance under a blanket policy.

(b) Landlord shall, at Landlord's expense, obtain from an insurer acceptable to Tenant and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Building and all areas appurtenant thereto and any acts, omissions or negligence of Landlord, its employees, invitees and licensees. Such insurance shall be in the initial amount of not less than \$500,000.00 for injury or death of one person in any one accident or occurrence and in the initial amount of not less than \$1,000,000.00 for injury or death of more than one person in any one accident or occurrence. Landlord may provide this insurance under a blanket policy.

(c) Each party shall deliver to other, prior to the Commencement Date, copies of policies of liability insurance required herein or a certificate evidencing the existence and amounts of such insurance with loss payable clauses naming the other party as an additional insured satisfactory to the other.

(d) Tenant shall be responsible for carrying its own contents insurance.

13. OPERATING AGREEMENT. The parties have entered into or will enter into an Operating Agreement setting forth the agreement of the parties regarding the sharing of operating expenses and shared services (the "Operating Agreement").

14. UTILITIES. Landlord shall make available at the Premises water, sewer, telephone service, electrical service, air conditioning, heat, adequate external lighting, building security, and trash pickup. Tenant shall pay its share of the costs of such utilities in accordance with the Operating Agreement.

15. TERMINATION. The Tenant may terminate this Lease effective as of the last day of the sixth and each subsequent year of the term hereof by giving Landlord at least 90 days prior written notice of termination. Upon such a termination, Landlord shall refund to Tenant the portion of the rent set forth on Exhibit B hereto.

16. TENANT'S DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant;

A. The vacating or abandonment of the Premises by Tenant.

B. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, where such failure shall continue for a period of thirty (30) days after written notice hereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.

C. The insolvency of Tenant, the making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

17. REMEDIES FOR TENANT'S DEFAULT. In the event of any such default or breach by Tenant, Landlord may :

A. Terminate Tenant's right to possession of the Premises by any lawful means, and Tenant shall immediately surrender possession of the Premises to Landlord and shall be entitled to a refund of rent in accordance with Exhibit B hereto.

B. Cure such default at the expense of Tenant, and Tenant shall promptly reimburse Landlord for any costs so incurred, plus interest thereon at the rate of 1% per month until paid, with such sums due from Tenant being additional rent hereunder.

18. DEFAULT BY LANDLORD. Landlord shall be in default if Landlord fails to perform obligations required of Landlord hereunder within a reasonable time, but in no event less than thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for the performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

19. REMEDIES FOR LANDLORD'S DEFAULT. In the event of any such default or breach by Landlord, Tenant may :

A. Terminate this Lease and surrender possession of the Premises to Landlord and receive a refund of rent in accordance with Exhibit B hereto.

B. Exercise any other remedy Tenant may have at law or in equity.

20. RECONSTRUCTION.

A. In the event the Premises are damaged except during the last year of the term hereof by fire or other perils covered by extended coverage insurance and such damage can be repaired within 120 days, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect. If such damage occurs during the last year of the term hereof or cannot be repaired within 120 days, then Landlord shall have the right within sixty (60) days after such damage to terminate this Lease.

B. In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction is less than

twenty-five (25%) percent of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of twenty-five (25%) percent or more of the full replacement cost then Landlord shall have the option: (i) to repair or restore such damage, this Lease continuing in full force and effect; or (ii) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Landlord shall refund a portion of the rent to Tenant in accordance with Exhibit B hereto.

C. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures or other personal property of Tenant. Tenant shall give to Landlord prompt written notice of any damage to or destruction of any portion of the Premises.

21. PARKING AND COMMON AREAS.

A. The Landlord shall keep parking and common areas in a neat, clean and orderly condition and shall make reasonable repairs to such areas.

B. Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules and regulations as the Landlord may adopt from time to time for the orderly and proper operation of the common and parking areas. Such rules may include but shall not be limited to the restricting of employee parking to a limited, designated area or areas.

22. SIGNS. With the written approval of Landlord, which approval shall not be unreasonably withheld, the Tenant may affix signs to the exterior of the Building and within the Building in approved locations.

23. LANDLORD'S TITLE. Landlord represents that it is the fee simple owner of the Building and has the full power and authority to enter into this Lease. The Tenant, unless in default hereunder, shall at all times during the term hereof have peaceable and quiet enjoyment of the Premises without interference from Landlord or others claiming through Landlord.

24. GENERAL PROVISIONS.

A. Clauses, plats, riders and addenda, if any, affixed to this Lease are a part hereof.

B. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

C. The marginal headings and Section titles to the Sections of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

D. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

E. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to, bind and benefit the successors and assigns of the parties hereto.

F. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

G. This Lease and the Operating Agreement contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

H. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

I. This Lease shall be governed by the laws of the Commonwealth of Virginia.

J. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorney's fees.

K. All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by certified mail with a return receipt, postage prepaid, addressed to the Tenant at the

Premises, and to the address herein below, or to such other places as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by certified mail with a return receipt, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

To Landlord at: James City County
c/o County Administrator
101 Mounts Bay Road
Williamsburg, Virginia 23185

To Tenant at: The Williamsburg Community Hospital,
Incorporated
301 Monticello Avenue
Williamsburg, Virginia 23185
Attention: Chief Executive Officer

L. Landlord and Tenant each represent to the other that they have used no real estate brokers or other persons to whom a commission, leasing fee or other similar payment is due. Landlord and Tenant hereby agree to indemnify and hold harmless the other from any breach of this representation.

WITNESS the following signatures.

LANDLORD:

JAMES CITY COUNTY

By: [Signature]
Title: County Administrator

TENANT:

THE WILLIAMSBURG COMMUNITY
HOSPITAL, INCORPORATED

By: [Signature]
Title: CEO

EXHIBIT B

If this Lease is terminated during the first six years of the term hereof except for a termination based on a default by Landlord, Tenant shall be entitled to a refund of rent in the amount of \$171,500.00 and the balance of the rent paid by Tenant shall be retained by Landlord. Tenant shall be entitled to an additional refund in an amount equal to any rent paid to Landlord, less any expenses of reletting, following a reletting of the Premises for the balance of the first six years of the term. If this Lease is terminated during the final 14 years of the term hereof or is terminated at any time based on a default by Landlord, Tenant shall be entitled to a refund of rent in an amount equal to the sum of [the number of full years remaining in the term X \$12,250.00] plus [$\$12,250.00 \div 365$ X the number of days in the year in which the Lease is terminated prior to the effective date of termination].