

GREENSPRINGS PROFFER AGREEMENT

2107
 This Proffer Agreement, made as of this 6th day of February, 1989, by Greensprings Plantation, Inc., a Virginia corporation ("Owner").

RECITAL:

WHEREAS, Greensprings Plantation, Inc. is the record title owner of certain real property in James City County, Virginia (hereinafter called "the Property") being a 1402-acre, more or less, tract along Route 5 more particularly described in Exhibit A attached hereto; and

WHEREAS, the Owner has applied for rezoning of the Property from the Limited and General Agricultural Districts, A-2/A-1, to the Residential Planned Community District, R-4; and

WHEREAS, the County of James City (hereinafter the "County") may be unwilling to rezone the property from the Limited and General Agricultural Districts, A-2/A-1, to the Residential Planned Community District, R-4, because the Residential Planned Community District, R-4, zoning regulations may be deemed inadequate for the orderly development of the Property, because competing and incompatible uses may conflict; and

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

WHEREAS, the Owner is desirous of offering certain conditions for the protection of the Community that are not applicable to land similarly zoned in addition to the regulations provided for in the Residential Planned Community District, R-4.

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the County of James City rezoning the Property from the Limited and General Agricultural Districts, A-2/A-1, to the Residential Planned Community District, R-4, and pursuant to Section 15.1-491.1, et seq. of the Code of Virginia, 1950, as amended, and Section 20-15, et seq. of Chapter 20 of the Code of James City County, Virginia, the

Owner agrees that in addition to the regulations provided for in the Residential Planned Community District, R-4, it will meet and comply with all of the following conditions to the development of the Property.

CONDITIONS:

1. Subdivision and/or site plans for the project shall be submitted such that all of Phase I has received subdivision and/or site plan approval prior to any submissions for approval of subdivisions and/or site plans for Phase II. (Within Phase I, Land Bay 6A shall have received subdivision and/or site plan approval prior to any submission for subdivision and/or site plan approval of Land Bays 5A or 5B.) Likewise, all of Phase II shall have received subdivision and/or site plan approval prior to any submissions for approval of subdivisions and/or site plans for Phase III. Phases I, II, and III shall incorporate, respectively, the Land Bays as shown on the Master Plan.

2. The number of residential units shall be limited in relation to the areas as designated on the master plan as follows:

<u>Project Land Bay Area</u>	<u>R-4 Designation</u>	<u>Maximum Density/Dwelling Types (Dwelling Units per Land Bay Area)</u>
1	A	198 (single-family)
2	A	417 (single-family)
3	B	248 (townhouse)
4	A	161 (single-family)
5A	A	274 (single-family)
5B	A	287 (single-family)
6A	B	165 (townhouse)

All Project Land Bay Areas identified as "R-4 Designation" "B" shall be limited to townhouse dwelling types or single-family cluster lots as approved by the Planning Commission.

3. The Owner shall designate a 150-foot greenbelt buffer along the Property's Route 5 frontage (exclusive of right-of-way dedicated herein for future improvements of Route 5 to a four-lane divided highway) as defined by the Greenbelt Corri-

dor Policy of James City County. The "Greenbelt" buffers shall be undisturbed and exclusive of any lots, except for approved utilities, drainage improvements, jogging/nature trails, community entrance roads as shown generally on the Master Plan (limited to one entrance each for relocated Route 614 and one entrance to Land Bay 3), and signage as approved by the Planning Commission.

4. As part of the approval of any subdivision plan within Land Bay 5A or 5B, the Owner shall provide recreational amenities for the community as located on the Master Plan as follows: one regulation-size 25-meter swimming pool and 2,000 minimum square foot community center/bathhouse; four regulation-size tennis courts; two tot lots with playground equipment; one regulation "basketball" size multi-use court; one putting green; and 2.7 miles of jogging/fitness/nature/pedestrian trails (approximately half of which shall be hard surface and half of which shall be a soft "natural" surface).

5. As part of the approval of any subdivision plan within Land Bay 4 or 1, whichever shall first be submitted, the Owner shall provide recreational amenities for the community as located on the Master Plan as follows: one regulation 25-meter swimming pool and 2,000 minimum square foot community center/bathhouse; four regulation-sized tennis courts; one tot lot with playground equipment; one regulation "basketball" size multi-use court; two miles of jogging/fitness/nature/pedestrian trails (approximately half of which shall be hard surface and half of which shall be a soft "natural" surface).

6. As part of the approval of any subdivision plan within Land Bay 1, the Owner shall provide recreational amenities for the community as located on the Master Plan as follows: two regulation-sized tennis courts; two tot lots with playground equipment; one regulation-size softball/soccer field area; and two miles of jogging/fitness/nature/pedestrian trails (approximately half of which shall be hard surface and half of which shall be a soft "natural" surface).

7. All such recreational amenities per paragraphs 4, 5, and 6 shall be guaranteed by surety as part of the public improvements covered by the appropriate subdivision agreement and completed within one (1) year of recordation of the said subdivision.

8. On that portion of the Property identified on the Master Plan as Land Bay 6B being approximately 41 acres, more or less, the Neighborhood Commercial Center shall be no more than 50,000 square feet of Gross Floor Area. No building within the Neighborhood Commercial Center shall be in excess of 35 feet from grade unless approved by the Planning Commission.

9. As part of the approval of any subdivision or site plan for Land Bay 6B, the Owner shall dedicate to James City County a public use site of two acres within Land Bay 6B with access to public roads. The specific location of said two-acre public use site is to be determined in conjunction with the Board of Supervisors.

10. The Neighborhood Commercial Center shall be designed to minimize traffic demand on Route 5 by providing for the day-to-day needs of the greater western Route 5 community. Within the Neighborhood Commercial Center, structures to be erected or land to be used, shall be for a mixture of the following uses only: retail food stores, bakeries, and fish markets; dry cleaners and laundries; wearing apparel, furniture, shoe, tailor, candy, ice cream, florist, locksmith, pet, picture framing, stamp and coin, travel bureau, upholstery, toys, music and records, tobacco and pipes, jewelry sales and service, books, greeting cards, sporting goods, drugs, plants and garden supplies, hardware and paint, home appliances sales and service, arts and crafts, antiques, gift and photography stores; photographer, artist, and sculptor studios; business, professional, and governmental offices (contractor's offices which allow contracting equipment on site shall not be allowed); barber shops and beauty shops; banks and other financial institutions; doctor, dentist, and other medical clin-

ics and offices; restaurants, tea rooms, and taverns. No single enterprise shall exceed a leased space of 8500 square feet.

11. All archaeological sites identified by the James River Institute of Archaeology and determined by the James City County Historical Commission to be essential to preserve on the Property shall be appropriately protected from any development and an historical marker identifying the significance of the site shall be located at any such site.

12. The Owner shall dedicate an easement to James City County or its assignee of a nature/conservation park for protection of the "wetlands" (as defined in Paragraph 24 herein) east of the Greensprings National Historic Site subject only to the proposed relocation of Route 614, any drainage improvement and/or utility easements and/or nature or pedestrian trails as approved by the James City County Planning Commission. A 20-foot wide buffer strip of natural vegetation shall be maintained along both sides of any drainage ditches within this area. Where the drainage improvement or utility easements pass through forested areas of this park, there shall be no clear cutting or commercial harvesting of timber within the easements. There shall be no use of pesticides, herbicides, fertilizers, or other agricultural chemicals within the park except as approved by the County Administrator.

The boundaries of the park shall be identified by metes and bounds following final determination of the location of "Relocated Route 614", and shall conform generally to the areas on the Master Plan east of the Greensprings National Historic Site shown as "Major Open Space—Approximate 100 year Flood Plain".

13. That all subdivisions including areas identified as "wetlands" per Paragraph 28 herein shall have a 100-foot buffer strip adjoining said wetland area. This buffer strip shall be maintained as is, e.g., forest or natural vegetation with no buildings, structures, lots, impervious surfaces, plowing, application of agricultural chemicals or pesticides, or disturbance of the substrate except for approved utilities,

drainage improvements, roads, jogging or nature trails, and signage as approved by the Planning Commission.

14. Prior to any subdivision or site plan of the Property or any Land Bay therein, the Owner, at its expense, shall cause to be prepared a comprehensive drainage study of the subject Land Bay, and implementation schedule of drainage improvements for review and approval by the County Director of Code Compliance.

15. Upon approval of the drainage study and implementation schedule, the Owner shall be obligated to incorporate the recommendations of the study in the said subdivision or site plan in accordance with the said implementation schedule.

16. As part of the approval of any subdivision plan for Land Bays 5B, 2, and 3 respectively, the Owner shall provide an as is 50-foot buffer (undisturbed and exclusive of any lots except for all utilities and drainage improvements approved by the Planning Commission) between any lots and the National Historic Site subject only to appropriate drainage and utility improvements/easements as approved by the Planning Commission around the 190-acre \pm Greensprings National Historic Site.

17. Within 120 days after final approval of the Master Plan, the Owner shall convey to James City County, without cost, fee simple title to a 20-acre site as a public use site, with access rights thereto. Such site shall be at a location as identified on the proposed Master Plan.

18. As part of the approval of any subdivision plan within Land Bays 5A or 5B, the Owner shall contract to complete the James City Service Authority water line system loop from the Ford's Colony area to Route 5.

19. As part of the approval of the first subdivision plan submitted, regardless of which Land Bay, the Owner shall contract to complete the James City Service Authority water line system from St. George's Hundred to Greensprings Road.

20. The Owner shall designate a 150-foot greenbelt buffer along the existing and proposed relocation of Route 614 frontage (exclusive of a dedicated 120-foot

right-of-way to include possible future improvements to Route 614) as defined by the Greenbelt Corridor Policy of James City County within which 150-foot greenbelt the land shall be undisturbed and exclusive of any lots except for appropriate provisions for all approved utilities, drainage improvements, entrance roads to Land Bays as shown generally on the Master Plan, jogging and/or nature trails, and project signage as approved by the Planning Commission. No signage other than project signage and that requested by VDOT and/or James City County shall be allowed.

21. That the number of entrances and driveways to the project off of Route 5 and off of existing and the proposed relocated Route 614 shall be limited to those identified as "community entrances" as shown on the Master Plan.

22. That all property owners at Greensprings shall be required to join the homeowners association. The homeowners association shall be a legal non-profit corporation. An annual budget for maintenance of all common open space, recreation areas, sidewalks, parking, private streets, if any, and other privately owned but common facilities serving the project will be required and will be included in the restrictive covenants along with lien powers to assess each property owner for any non-payment. The restrictive covenants provisions for the maintenance budget will provide that the owner will be responsible for any budget deficiency during the development term.

23. In conjunction with the approval of any subdivision plan within any Land Bay, all areas designated on the Master Plan within said Land Bay as "Major Open Space" shall be identified by metes and bounds and shall conform generally to the proportionate acreage breakdowns between "Major Open Space" and the balance of acreage in each Land Bay as shown on the Master Plan. Major Open Space areas shall be undisturbed and exclusive of any lots, except for utilities, drainage improvements, roads as shown generally on the Master Plan, jogging/nature trails, and signage approved by the Planning Commission.

24. Any use herein of the term "wetland" shall be defined as an area identified as a "wetland" under Section 404 of the Clean Water Act (Corps of Engineers Multi-Paramenter as stated in Technical Report Y-87-1 entitled "Corps of Engineers Wetlands Delineation Manual" published January, 1987) by a qualified environmental engineer retained by owner and approved by the County Administrator.

25. The Owner shall provide roadway and intersection improvements in accordance with the schedule set forth below. Each of such improvements shall commence and appropriate surety for completion of said improvements approved by the County Attorney provided when the number of residential lots approved for subdivision by James City County for family dwelling units within the Greensprings development equal the number of units set forth in the column entitled "Units/Lots/Timing" opposite the particular improvement proffered by Owner unless otherwise set forth. Each individual dwelling unit within a townhouse structure shall be considered a separate approved lot for the purposes of this schedule.

Road/Intersection Improvements Schedule

Proffered Improvement

Units/Lots/Timing

1. Construction of relocated Route 614 from Route 5 to the intersection of relocated Route 614 and old Route 614 as shown on Page 2 (Phasing Plan) of the Master Plan Package. Construction of relocated Route 614 from Route 5 through the end of Land Bays 6A and 6B shall be four lanes. The remainder of relocated Route 614 shall be two lanes, however a total of 120-foot right-of-way shall be provided to allow for future improvements. At the intersection of relocated Route 614 and Route 5, a left-turn lane from westbound Route 5 and a right-turn lane from relocated Route 614 shall be constructed. Also, a right turn lane on Route 5 westbound into relocated Route 614 shall be constructed.

Upon approval of subdivision and/or site plan for Land Bays 6A or 6B.

2. Construction of separate left and right turn lanes on all approaches to the intersection of relocated Route 614 with Land Bays 6A and 6B.

Upon approval of subdivision and/or site plan for Land Bays 6A or 6B

3. At the intersection of relocated Route 614 and the entrances to Land Bays 5A and 5B, construction of separate right and left turn lanes on northbound approach of relocated Route 614. Also, construction of separate left turn lanes and of separate right turn lanes at the entrances to Land Bays 5A and 5B southbound. 165
4. Construction of or payment for construction of a traffic signal at the intersection of relocated Route 614 and Route 5. 325
5. Construction of a separate right turn lane from southbound relocated Route 614 to old Route 614 and of a left-turn lane from northbound relocated Route 614 to old Route 614 at the intersection of old Route 614 and relocated Route 614. 4 # 4. —
6. Construction of separate left and right turn lanes at the intersections of Route 5 and Greensprings Road and Old Route 614 and construction of a separate right turn lane at the intersection of Route 5 and John Rolfe Lane. !
7. Construction or payment for construction of a traffic signal at the intersection of relocated Route 614 with Land Bays 6A and 6B. 727
8. Construction of a separate left turn lane on northbound relocated Route 614 and a separate right turn lane on southbound relocated Route 614 at the intersection of relocated Route 614 and Land Bay 2. The entrance to Land Bay 2 will have two outbound lanes, one for left turns and one for right turns. 727
9. Construction of a dual left turn on relocated Route 614 at Route 5. 767
10. Construction of separate left and right turn lanes on the entrances to Land Bays 1 and 4. 1,143
11. Construction of a separate right turn lane on westbound Route 5 into Land Bay 3 at the intersection of Route 5 and Land Bay 3. Upon approval of subdivision or site plan for Land Bay 3.
12. Construction of relocated Route 614 from the intersection of relocated Route 614 and old Route 614 to the northernmost site of the Greensprings property site. 727

26. A) The Owner agrees that, until a plan for the improvement of Route 5 to a four-lane divided highway in James City County from Route 199 to John Rolfe Lane has been approved by VDOT and appropriate funding for said plan is available and approved by VDOT, Owner shall be limited to: (1) constructing the proposed

Neighborhood Commercial Center; and (2) subdividing no more than a total of 766 units (single-family, townhouses, and/or clusters) of the project's 1750 total units defined in Paragraph 2 herein.

In addition, upon approval of any subdivision and/or site plan for either Land Bay 6A or 6B, Owner agrees to dedicate sufficient right-of-way from its property along its Route 5 frontage for improving Route 5 to a four-lane divided highway as determined necessary by VDOT.

B) Upon approval and appropriate funding of a plan for the improvement of Route 5 to a four-lane divided highway in James City County from Route 199 to John Rolfe Lane by VDOT, Owner agrees to provide all roadway improvements for improving Route 5 to a four-lane divided highway along the Route 5 frontage of the Owner's Greensprings property. The said improvements shall begin after issuance of 766 residential building permits and shall allow Owner to develop the balance of the project's 1750 total units defined in Paragraph 2 herein.

(i) Further, unless otherwise agreed, Owner, in accordance with Code of Virginia Section 15.1-466E, agrees to enter into a development agreement with James City County prior to approval of any subdivision and/or site plan for any Land Bay to contribute \$984,000 (herein "contributions") for the off-site improvement of Route 5 to a four-lane divided highway in James City County. The form of said development agreement shall be in substantially the same form as that attached hereto as Exhibit B. The said contributions shall commence upon the issuance of each Certificate of Occupancy for each residential unit over 766 units at \$1,000 per unit up to the total 1750 project units. The said contributions are subject only to agreement between the Owner and James City County as to the management and investment of the funds collected by any such agreement to contribute. Owner agrees that James City County or its designee will be a necessary party to any such management and investment agreement.

Greensprings Plantation, Inc.

By: Robert Emmett III
Vice President

STATE OF VIRGINIA

CITY/COUNTY OF James City to-wit:

The foregoing instrument was acknowledged before me this 6TH day of FEBRUARY, 1989, by ROBERT EMMETT III, Vice President of Greensprings Plantation, Inc., on behalf of the corporation.

William P. Anderson
Notary Public

My commission expires 12/5/92

PARCEL I

All those certain tracts, pieces, or parcels of land situate, lying and being in James City County, Virginia, and shown as Parcel "B", containing 916.77 acres, and Parcel "D", containing 572.50 acres, all as shown on that certain plat entitled, "Plat Showing a Portion of Green Springs," dated July 24, 1965, made by S. U. Camp, III, & Associates, Certified Land Surveyor, Courtland, Virginia, a copy of which said plat is recorded in the Clerk's Office of the City of Williamsburg and County of James City in Plat Book 24, pages 28A and 28B.

LESS AND EXCEPT property conveyed by deed recorded June 3, 1986 in James City County Deed Book 304, Page 31, to Jorge Luna and Leticia Luna, husband and wife;

LESS AND EXCEPT property conveyed by deed recorded June 3, 1986 in James City County Deed Book 304, Page 37, to Herman Zamora and Josefina Zamora, husband and wife;

LESS AND EXCEPT property subject to a certain Option On Real Estate recorded July 24, 1986 in James City County Deed Book 309, Page 646, to Jorge Luna and Leticia Luna, and Herman Zamora and Josefina Zamora, or their assigns;

LESS AND EXCEPT property conveyed by deed recorded April 14, 1986 in James City County Deed Book 299, Page 534, to the Commonwealth of Virginia;

LESS AND EXCEPT property conveyed by deed recorded January 11, 1978 in James City County Deed Book 181, Page 533, to the United States of America;

LESS AND EXCEPT certain property under contract to be conveyed to John M. Smith and Sonda J. Smith, husband and wife, which property is more particularly described as being "Parcel 4", 20.35 Ac.±, on a certain plat entitled, "A SUBDIVISION OF PART OF THE GREEN SPRINGS TRACT", James City County, Virginia," dated November, 1986, and made by Lynn D. Evans, Certified Land Surveyor, a copy of which plat is to be recorded in the Clerk's Office of the City of Williamsburg and County of James City;

LESS AND EXCEPT any and all property in the said "Parcel B" east of Powhatan Creek;

COUNTY OF JAMES CITY

GREENSPRINGS SUBDIVISION AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 19____, by and between GREENSPRINGS PLANTATION, INC., a Virginia corporation, party of the first part, hereinafter referred to as "Owner", and the COUNTY OF JAMES CITY, VIRGINIA, a political subdivision, party of the second part, hereinafter referred to as "County".

WHEREAS, the party of the first part is the owner of a certain tract of land located in the County of James City, Virginia known generally as the Greensprings project; and

WHEREAS, the first section of said parcel of land is being subdivided by the Owner into the subdivision known and designated as Greensprings, Section I, and the Owner has caused a plat of said subdivision dated _____, 19____, to be prepared by _____, Certified Land Surveyors, or Civil Engineers, which said plat the Owner desires to admit to record in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia; and

WHEREAS, the Owner agrees to construct and locate all physical improvements in said subdivision, as required by the Subdivision Ordinance of the County of James City, Virginia, or shown on the development plans approved by the Agent of the Subdivision Ordinance, hereinafter referred to as "Agent"; and

WHEREAS, the Owner has posted sufficient bond, letter of credit or certified check, pursuant to existing ordinances, approved as to form by the County Attorney, and with surety satisfactory to the County in the amount of _____ guaranteeing the installation of the aforementioned improvements before _____; and

WHEREAS, as part of the rezoning process of the said "Greensprings" project, the Owner caused a "Greensprings Proffer Agreement" dated _____, 1989, to be submitted as part of the rezoning of the Greensprings property to a Residential Planned Community District, R-4 in which Greensprings Proffer Agreement, the subject Greensprings Subdivision Agreement is referred to in paragraph 26 B(i) as Exhibit A; and

WHEREAS, the approval of the rezoning of the Greensprings tract to a Residential Planned Community District, R-4, was subject to the said Greensprings Proffer Agreement in which the Owner agreed with the County, in accordance with Code of Virginia Section 15.1-466E, to contribute \$984,000 (herein "Contributions") for the off-site improvement of Route 5 prior to approval of any subdivision and/or site plan for any land bay within the said Greensprings project. Said Contributions shall commence upon the issuance of each Certificate of Occupancy for each residential unit within the Greensprings tract over 766 units at \$1,000 per each unit's Certificate of Occupancy up to the total 1,750 project units. The said Contributions are subject to agreement between the Owner and James City County as to the management and investment of the funds collected by the said agreement to contribute. Owner agrees that James City County or its designee will be a necessary party to any such management and investment agreement.

WHEREAS, the County of James City has agreed that it will permit the recordation of the plat of said subdivision upon the execution of this agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and the approval of the said rezoning of the Greensprings tract into a Residential Planned Community District, R-4, and the approval of said subdivision and the covenants and agreements herein contained, the parties hereto agree as follows:

1. The Owner does covenant and agree that it will, without cost to the County of James City, before _____, construct to the approval of the County all physical improvements as required by the Subdivision Ordinance of the County, or shown on the development plans approved by the Agent. If, in the sole judgment of the County, circumstances beyond the control of the Owner prevent the Owner from completing the improvements in the time set forth herein, then the County may at its sole discretion grant an extension of time for completion of said improvements and in such instance the County shall require an amended bond, letter of credit, or certified check, approved as to form by the County Attorney, and with surety satisfactory to the County in an amount to guarantee the installation of the aforementioned improvements.

2. It is mutually understood and agreed that in the event the Owner fails to properly complete the physical improvements provided hereinabove, the County may complete, or cause to have completed, the same and render a bill therefor to the Owner who shall be liable to the County for all proper costs so incurred by the County or the County may draw the amount necessary from the surety to complete or cause to have completed the same.

3. It is mutually understood and agreed that this agreement does not relieve the Owner of any responsibilities or requirements placed upon them by the various ordinances of the County applicable to such subdivision and development of the property, and the subdivision and development of the property will be done in strict accordance with such ordinances.

4. It is mutually understood and agreed that if the Owner shall faithfully execute each and all requirements of the said Subdivision Ordinance and the provisions of this agreement, and shall indemnify, protect and save harmless the County of James City from all loss, damage, expense or cost by reason of any claim, suite or action instituted against the County of James City or its agents or employees thereof, on account of, or in consequence of any breach on the part of the Owner, then the aforementioned bond, letter of credit, or certified check, shall be released by the County to the Owner.

5. The Owner does hereby agree to indemnify, protect and save harmless the County from and against all losses and physical damages to property, and bodily injury or death to any person or persons, which may arise out of or be caused by the construction, maintenance, presence or use of the streets, utilities and public easements required by, and shown on, the development plans and the subdivision plat until such time as the said streets, utilities and public easements shall be accepted as a part of the County's system. To insure such indemnification, the County may require and the Owner shall provide upon request a Certificate of Public Liability Insurance in an amount approved by the County Attorney as sufficient, including a governmental endorsement thereto, naming the County as an insured, issued by an insurance company licensed to do business in the Commonwealth of Virginia.

6. It is mutually understood and agreed, that the approval on final plat or plats of this subdivision, or section thereof, shall not be deemed to be an acceptance by the County of any street, alley, public space, sewer or other physical improvements shown on the plat or plats for maintenance, repair or operations thereof, and that the Owner shall be fully responsible therefor and assume all of the risks and liabilities therefor.

7. The Owner does hereby agree, unless otherwise agreed with the County, in accordance with Code of Virginia Section 15.1-466E, to contribute \$984,000 (herein "Contributions") for the off-site improvement of Route 5. Said Contributions shall commence upon the issuance of each Certificate of Occupancy for each residential unit within the Greensprings tract over 766 units at \$1,000 per each unit's Certificate of Occupancy up to the total 1,750 project units. The said Contributions are subject to a certain agreement between the Owner and James City County as to the management and investment of the funds collected as described herein. Owner agrees that James City County or its designee is a necessary party to the said management and investment agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals this _____ day of _____, 19____.

COUNTY OF JAMES CITY, VIRGINIA

ATTEST: _____
_____ By: _____

GREENSPRINGS PLANTATION, INC.

By: _____
Vice President

ATTEST:

Approved as to form _____
_____ James City, to Wit:
_____ Clerk's office of the Circuit Court of _____
_____ of Williamsburg and County of James City _____
_____ day of _____, 1985. This _____
_____ County Attorney _____ with certificate annexed and
admitted to record at _____ o'clock
Teste: Helene S. Ward, Clerk
by _____
Deputy Clerk

VIRGINIA: City of Williamsburg and County of
James City, to Wit:
In the Clerk's office of the Circuit Court of the
City of Williamsburg and County of James City the
_____ day of _____, 1985. This _____
_____ was presented with certificate annexed and
admitted to record at 12:20 o'clock
Teste: Helene S. Ward, Clerk
by _____
Deputy Clerk

