

13632

BOOK 541 PAGE 144



Final Version

STONEHOUSE PROFFERS

THESE PROFFERS are made as of this 22nd day of October, 1991, by STONEHOUSE INC., a Virginia corporation (together with its successors and assigns, the "Owner").

RECITALS

A. Owner is the owner of certain real property (the "Property") in James City County, Virginia, shown and set out on the revised land use plan entitled "MASTER PLAN REVISED - STONEHOUSE", dated April 9, 1991 prepared by Langley and McDonald (the "Master Plan") and more particularly described on Exhibit A attached hereto and made a part hereof.

B. Owner has applied for a rezoning of the Property. Owner has requested that a portion of the Property be rezoned from A-1 to PUD-R and a portion be rezoned from A-1 and B-1 to PUD-C.

C. The County proposes to construct a water supply reservoir in the Ware Creek basin on and adjacent to the Property (the "Reservoir").

D. The PUD provisions of the County Zoning Ordinance may be deemed inadequate for the orderly development of the

Property and for the protection of environmentally sensitive areas, highly erodible soils and the Reservoir.

E. Owner desires to offer to the County certain conditions on the development of the Property not generally applicable to land zoned PUD-R and PUD-C for the protection and enhancement of the community, including increasing its commercial/industrial tax base, and to provide for the high-quality and orderly development of the Property.

NOW, THEREFORE, for and in consideration of the approval by the Board of Supervisors of James City County of the Master Plan and related documents, submitted herewith, and the rezoning set forth above, and pursuant to Section 15.1-491.1 et seq. of the Code of Virginia, 1950, as amended, and the County Zoning Ordinance, and the granting pursuant to Section 20-530 (c) of the Zoning Ordinance of exemptions from Sections 20-530 (a) and (b), 20-531, 20-532 and 20-533 of the Zoning Ordinance, Owner agrees that it shall meet and comply with all of the following conditions in developing the Property. In the event the requested rezoning is not granted by the County, these Proffers shall thereupon be null and void.

CONDITIONS

1. Proposed Reservoir. Owner shall grant and convey to the County, without cost to the County (i) fee simple title to land within the Property up to a mean elevation of fifty (50)

feet above sea level for the creation of the Reservoir (currently estimated to be approximately 1,350 acres) in the County and New Kent County, (ii) fee simple title to the land required for the construction and maintenance of the Reservoir dam (the "Dam"), and (iii) if requested by the County, fee simple title to up to 30 acres of developable land in a mutually agreeable location or locations for facilities associated with the Reservoir and a utilities maintenance facility for the James City Service Authority. All such conveyances shall be made upon the request of the County Administrator as herein provided. Within 90 days of receipt of such request Owner shall cause to be prepared and submitted to the County any required subdivision plat of the Property. The actual conveyance shall be made within 5 business days of the final approval of the subdivision plat. If no subdivision is required, such conveyance shall be made within 30 days of receipt of the request of the County Administrator. Owner, within 30 days of the request of the County Administrator, shall grant to the County, without consideration, easements for underground water transmission mains and pipelines to and from the Reservoir and water treatment plant in locations selected by the County and acceptable to Owner. Such easements shall be in form and substance satisfactory to the County and the Owner and shall reserve the right for the Owner to use the surface of the easement areas subject to the other terms of the easements.

Title to all land conveyed in fee simple pursuant to this Condition 1 shall revert to Owner when and if the Reservoir (i) once completed and filled, is not used for the impoundment of raw water for a public water supply system for a period of one year or (ii) is formally abandoned by resolution of the Board of Supervisors and the Board of James City Service Authority as a source of raw water for a public water supply system. The County or its successor in title, at the request of Owner, shall deliver deeds or other instruments necessary to evidence the termination of the easements and reversion of title described above.

2. Community Association. Owner shall organize a community association or associations (the "Community Association") in accordance with Virginia law in which all property owners in the development, by virtue of their property ownership, shall be members. The articles of incorporation, bylaws and restrictive covenants (together, the "Governing Documents") creating and governing the Community Association shall be submitted to and reviewed by the County Attorney. The Governing Documents shall require that the Community Association adopt an annual maintenance budget and shall grant the Community Association the power to (i) assess all members for the maintenance of all properties owned or maintained by the Community Association and (ii) file liens on members' properties for non-payment of such assessments and for the cost of remedying

violations of, or otherwise enforcing, the Governing Documents. The Governing Documents shall also provide for a Design Review Committee with the power to review and approve all site development and construction plans within the development. Owner may organize separate neighborhood associations and impose supplemental restrictive covenants on individual sections of the development.

3. Residential Density.

3.1 Gross Density. The gross density of the portion of the Property rezoned PUD-R shall not exceed 1.04 dwelling units per acre.

3.2 Overall Densities Per Master Plan Area Designation. The maximum overall density permitted on all land on the Property rezoned PUD-R with the Master Plan area designations set forth below (considered in the aggregate) shall be:

<u>Master Plan Area Designation</u>	<u>Dwelling Type</u>	<u>Proffered Maximum Density</u>
A	Single family	2.1
B	Two family, multi-family containing 3 or 4 dwelling units or townhouses	7.1
C	Multi-family structures less than three	10.0

D stories and containing more than 4 dwelling units
 Multi-family structures of three stories or more and containing more than 4 dwelling units 12.0

3.3 Densities per Parcel. The maximum density permitted on any numbered Land Bay of the Property rezoned PUD-R as such Land Bays are shown and designated on the Master Plan (a "Land Bay"), shall be:

<u>Master Plan Area Designation</u>	<u>Dwelling Type</u>	<u>Proffered Maximum Density</u>
A	Single family	3.0
B	Two family, multi-family containing 3 or 4 dwelling units or townhouses	8.5
C	Multi-family structures less than three stories and containing more than 4 dwelling units	10.0
D	Multi-family structures of three stories or more and containing more than 4 dwelling units	12.5

4. Road Improvements.

4.1 External Roads and Intersections. The following schedule sets forth external road and intersection improvements recommended in the Traffic Study submitted by Owner and the phasing of their construction:

(a) No final subdivision plat or site plan for any residential use and no building permit for any commercial/industrial use shall be approved or issued by the County until the improvements listed below in this subparagraph (a) have been completed or construction of such improvements has started and guarantees in accordance with §15.1-491.3 of the Code of Virginia, as amended, and the applicable provisions of the County Code ("guarantees") have been posted with the County.

(1) The four lane divided section of Route 30 has been extended west approximately 500 feet from the proposed intersection with Stonehouse Parkway as shown on the Master Road Plan.

(2) The major intersection of Route 30 and Stonehouse Parkway has been constructed with the following lane configuration:

<u>Approach</u>	<u>Lane Configuration</u>
Westbound Route 30	2 thru lanes and 1 right turn lane
Eastbound Route 30	2 thru lanes and 1 left turn lane
Southbound Stonehouse Parkway	2 left turn lanes and 1 right turn lane

and a traffic signal installed at the intersection.

(3) A traffic signal has been installed at the intersection of the eastbound I-64 off ramp and Route 30 at the expense of Owner, if, and only if, warranted and approved by VDOT.

(b) No final subdivision plat or site plan, as appropriate, for any residential use and no building permit for any commercial/industrial use shall be approved or issued by the County for any development in Phase III, IV or V as shown on the Phasing Plan submitted herewith (all references to Phases hereinafter refer to Phases as shown on the Phasing Plan) or for more than (i) 713 dwelling units in all areas designated A, B or C/D in Phases I or II, and (ii) 25,000 square feet of floor area and a 250 room convention center in the area designated E in Phases I and II, and (iii) 608,000 square feet of floor area in all areas designated F and G in Phases I and II until the improvements listed below in this subparagraph (b) have been completed or construction started and guarantees have been posted with the County.

(1) The interchange of I-64 and Route 30 has been improved to realign the I-64 westbound off-ramp and to construct a westbound Route 30 to westbound I-64 loop ramp.

(2) Route 600 has been realigned to intersect with Route 30 as shown on the Master Road Plan and the Route 600/Route 30 intersection has been constructed with the following lane configuration:

<u>Approach</u>	<u>Lane Configuration</u>
Westbound Route 30	2 thru lanes and 1 right turn lane
Eastbound Route 30	2 thru lanes and 2 left turn lane
Westbound Route 600	2 left turn lanes and 2 right turn lanes

and a traffic signal installed.

(3) A traffic signal has been installed at the intersection of Route 30 and the westbound I-64 off ramp at the expense of Owner, if, and only if, warranted and approved by VDOT.

(c) No further final subdivision plats or site plans, as appropriate, for residential uses and no building permit for commercial/industrial uses shall be approved or issued for any development in Phases IV or V or more than (i) 1,794 dwelling units in all areas designated A, B or C/D in Phases I, II and III, and (ii) 87,000 square feet of floor area and a 250 room convention center in the area designated E in Phases I, II and III, and (iii) 1,358,000 square feet of floor area in all areas designated F, G and H in Phases I, II and III until the improvements listed below in this subparagraph (c) have been

completed or construction started and guarantees for completion posted with the County.

(1) A four lane arterial connector road (Ware Lake Parkway) has been extended between Route 606 and Route 30, including the bridge crossing of I-64, as shown on the Master Road Plan, and the Ware Lake Parkway and Route 30 intersection has been constructed with the following lane configuration:

<u>Approach</u>	<u>Lane Configuration</u>
Southbound Ware Lake Parkway	2 left turn lanes and 2 right turn lanes
Westbound Route 30	2 thru lanes and 1 right turn lane
Eastbound Route 30	2 left turn lanes and 2 thru lanes

and a traffic signal has been installed at the intersection.

(2) Route 30 has been widened to 4 lanes from its intersection with Ware Lake Parkway east to the intersection with Route 607 and the Route 30/Route 607 intersection has been improved to add separate right and left turn lanes to the eastbound approach on Route 30 and a traffic signal installed (or appropriate modifications installed if signal exists).

(3) The Route 607/I-64 interchange has been modified to increase the distance between the westbound I-64 off loop ramp and the eastbound I-64 on loop ramp to 1,000 feet.

(4) The I-64 westbound on ramp from eastbound Route 30 has been widened to two lanes and extended to at least 2,000 feet beyond the westbound I-64 on loop ramp from westbound Route 30.

(d) No final subdivision plats or site plans, as appropriate, for residential uses and no building permit for commercial/industrial uses for Phase IV shall be approved or issued until the Owner, at its expense, has submitted to the County and VDOT for their review and approval an updated study of the traffic impacts of the Stonehouse development performed by a traffic consultant acceptable to the County. The consultant shall submit the proposed methodology for the study to VDOT for approval before initiation of the study. The study shall indicate any changes in the improvements or phasing thereof set forth herein necessary to accommodate the continued development of the Property. If the updated study indicates changes in the improvements or phasing thereof are necessary as a result of increase of traffic impacts generated by the development on the Property compared with those projected in the approved study, Owner shall submit to the County an updated improvement and phasing plan which shall be subject to approval by the Board of Supervisors. Further development of the Property shall be in accordance with the approved, updated improvement and phasing plan.

(e) No final subdivision plats or site plans, as appropriate, for residential uses and no building permit for commercial/industrial uses shall be approved or issued by the County for any development within Phase V as presented in the approved traffic study and addenda or for more than (i) 2,809 dwelling units in all areas designated A, B or C/D in Phases I, II, III and IV, and (ii) 107,000 square feet of floor area and a 250 room convention center in the area designated E, in Phases I, II, III and IV, and (iii) 1,668,000 square feet of floor area in all areas designated F, G and H in Phases I, II, III and IV until, the improvements listed below in this subparagraph (e) have been completed or construction thereof started and guarantees for completion posted with the County.

(1) The Route 30/Route 60 (Anderson's Corner) intersection has been improved to the following lane configuration:

<u>Approach</u>	<u>Lane Configuration</u>
Eastbound Route 30	2 left turn lanes, 2 thru lanes and 1 right turn lane
Westbound Route 60	2 left turn lanes, 2 thru lanes and 1 right turn lane
Eastbound Route 60	1 left turn lane, 2 thru lanes and 1 right turn

lane

Westbound Route 30

1 left turn lane, 2 thru lanes and 1 right turn lane

(2) An additional left turn lane on the eastbound approach on Route 30 at the Route 30/Route 607 intersection has been installed.

(3) The Route 607/I-64 interchange has been modified to extend the merge length of the northbound Route 607 to eastbound I-64 on ramp to 2,000 feet.

(4) The Route 607/I-64 interchange has been modified to increase the distance between the westbound I-64 off loop ramp and the eastbound I-64 on loop ramp to 1,200 feet.

(5) The Route 607/I-64 interchange has been modified to extend the length of the weave area on southbound Route 607 to 1,100 feet.

(f) Owner shall not submit final subdivision plats or site plans, as appropriate, for residential uses or apply for building permits for commercial/industrial uses for more than (i) 3,910 dwelling units in all areas designated A, B or C/D in Phases I through V as presented in the approved traffic study and addenda and (ii) 205,000 square feet of floor area and a 250 room convention center in the area designated E in Phase I through V and (iii) 2,353,000 square feet of floor area in all areas designated F, G and H in Phase I through V until the improvements

listed below in this subparagraph (f) have been completed or, with respect to the improvement described in subparagraph (3) below only, construction started and guarantees for completion posted.

(1) An additional through lane in each direction has been added to I-64 between the Route 646/I-64 interchange and the I-295/I-64 interchange in Henrico County.

(2) A full service interchange at I-64 and Route 600 has been installed and southbound Route 600 to westbound I-64 on ramp has been extended to the Route 30 interchange and become the westbound I-64 to Route 30 off ramp.

(3) The intersection of Route 30 and Route 607 has been improved to add a separate left turn lane and a separate right turn lane on the westbound approach on Route 30.

(g) If the Owner wishes to change either the phasing schedule or land use mix for the Phase V portion of the Stonehouse development as presented in the approved traffic study and addenda, it shall prepare, or cause to be prepared, an updated traffic impact study. If the updated study indicates changes in the improvements or phasing thereof are necessary as a result of increase of traffic impacts generated by the development on the Property compared with those projected in the approved study, Owner shall submit to the County an updated

improvement and phasing plan which shall be subject to approval by the Board of Supervisors. Further development of the Property shall be in accordance with the approved updated improvement and phasing plan.

(h) Owner may have the Traffic Study updated, amended or supplemented from time to time by an independent traffic consultant and shall submit any such updated, amended or supplemented Traffic Study to the County and VDOT for approval. The schedule of road and intersection improvements and the phasing thereof set forth above may be amended by the Owner based on such updated, amended or supplemented Traffic Study with the approval of the Board of Supervisors. Owner shall convey, without charge, to VDOT or the County, as appropriate, all right of way owned by it that is necessary for such improvements and, when completed, shall dedicate all such improvements to VDOT or the County, as appropriate.

4.2 Internal Roads.

(a) The internal road system shall be planned to provide for future connections to the surrounding public roads as shown on the Master Road Plan.

(b) The internal roads and related improvements within the Property shall be constructed in phases.

(c) All roads shown on the Master Plan, when and if constructed, shall be constructed without cost to the County or

VDOT, except where new road construction or the relocation of existing roads is necessary because of the creation of the Reservoir or the need for County access to the Dam, the Water Treatment Plant or other County property. All such roads will be dedicated to the County upon their completion.

(d) Where the construction of the Reservoir will require relocation of existing public roads within the Property, Owner will dedicate to the County the necessary right of way owned by Owner for construction by the County of such relocated roads.

5. Economic Development.

5.1 PUD-C Development. Owner shall extend roads, water and sewer adequate to accommodate development to the perimeter of a parcel of at least 60 acres in the PUD-C portion of the Property before issuance by the County of building permits for more than 100 residential units in Phase I of the development of the Property.

5.2 Extension of Utilities. As and when segments of the roads shown on the Master Plan within or adjacent to areas designated E, F, G or H on the Master Plan are constructed, water and sewer lines shall be installed adjacent to or within the road right-of-way with capacity to serve the areas described above.

5.3 Residential/Non-Residential Phasing. No final subdivision plat or site plan, as appropriate, for any

residential use in excess of 2,400 dwelling units shall be approved or issued by the County until the County has issued building permits for more than 600,000 square feet of floor area or floor area equivalent within areas designated E, F, G, H or J on the Master Plan and construction thereof has commenced and the footings and foundations have been inspected.

6. Public Sites.

6.1 Reservoir Access. Owner shall convey to the County, without consideration, fee simple title to approximately seven acres of land, which shall include approximately three developable and contiguous acres of land above the Buffer (as hereinafter defined) located in Land Bay 35 or, at the election of the County, a similar site containing at least three developable and contiguous acres outside the Buffer in a mutually agreeable location to provide access to the Reservoir when and if the Reservoir is completed. The location of the Reservoir access site may be changed by agreement of Owner and the County.

6.2 School Sites and Public Parks. Owner shall convey to the County, and without consideration, fee simple title to (i) a site for a school containing approximately 30.2 acres and an adjoining site containing approximately 4.2 acres for a public park, and (ii) a site for a school containing approximately 20.5 acres in the locations shown on the Master Plan. Owner shall

onstruct, (i) a softball field with an outfield distance of 275 feet, an infield of a clay-sand mixture, and a backstop with 16 foot wings on the 4.2 acre public park site upon the earlier of final subdivision approval of any subdivision on Land Bays 58, 59, 60, 62, 63 or 64 or the construction of the school on the adjoining school site.

6.3 Other Public Sites. In addition to the conveyances to the County, pursuant to Conditions 1, 6.1 and 6.2, Owner shall convey to the County, without consideration, fee simple title to a site located in Land Bay 38 containing up to four contiguous and developable acres for use only as police or fire station, emergency services station, public library, recycling center, County office building or any combination thereof. The location of this public use site may be changed by agreement of Owner and the County.

6.4 Timing of Conveyances. All conveyances of public sites to the County pursuant to this Condition 6 shall be upon the request of the County Administrator as provided herein. Within 30 days of the receipt of such a request Owner shall cause to be prepared and submitted to the County any required subdivision plat. The actual conveyance shall be made within five business days of final approval of the subdivision plat. If no subdivision is required, such conveyance shall be made within

30 days of the receipt of the request from the County Administrator.

6.5 Reverter to Community Association. If the County, the Williamsburg-James City County School Board, the James City Service Authority (the "Service Authority") or any other County agency make a formal determination by resolution not to use any of the sites conveyed to the County, the School Board or the Service Authority for the aforesaid public purposes, before construction of any improvements on such sites, title to such site or sites shall revert to the Community Association. The County, at the request of the Community Association, shall deliver deeds to the Community Association evidencing such reversion of title.

7. Community and Recreational Facilities.

7.1 Facilities and Phasing. Owner shall construct the community and recreational facilities described below (subject to obtaining all required permits) generally in the locations shown on the Master Recreation Plan submitted as a part of the Master Plan. Design plans for such facilities shall be submitted to and approved by the County and construction of such facilities shall have started, or guarantees for such construction shall have been posted with the County, before the County grants final approval to any subdivision plat for dwelling units within the Land Bays

set forth below. All land areas shown are net developable acres.

<u>Facility</u>	<u>Land Bay</u>
A recreational vehicle and equipment storage area of approximately 3.0 acres.	Any Land Bay within Phase I of the PUD-R portion of the Property
A park of approximately 3.0 acres adjacent to the golf course clubhouse to include a recreation building/bathhouse with a minimum of 2,000 square feet, a swimming pool with a minimum water surface area of 4,500 square feet, and a playground with a minimum of area of 4,000 square feet with clustered play apparatus suitable for both younger and older children.	Any Land Bay within Phase I of the PUD-R portion of the Property
An eighteen-hole golf course with a clubhouse facility on approximately 138 acres.	Any Land Bay within Phase I of the PUD-R portion of the Property
A park of approximately 3.3 acres to include two regulation hard-surface tennis courts, a playground with a minimum area of 2,500 square feet with clustered play apparatus suitable for both younger and older children, an open lawn for play with a minimum area of 10,000 square feet, and a seating area.	17 or 18
A community center of approximately 10.2 acres to include a community building with	Any Land Bay within Phase II of the PUD-R portion of the Property

<u>Facility</u>	<u>Land Bay</u>
a minimum area of 3,000 square feet, a swimming pool with a minimum water area of 4,500 square feet, a minimum 20 foot by 20 foot wading pool, outdoor seating areas, and an open lawn with a minimum area of 30,000 square feet for gathering and play.	except 20, 21, 22, 33, 35 or 81
A park of approximately 2.0 acres to include two regulation hard-surface tennis courts, a playground with a minimum area of 1,600 square feet with clustered play apparatus suitable for younger and older children, and a seating area.	20, 21, or 22
A park of approximately 8.0 acres to include four regulation hard-surface tennis courts, a hard surface playing court with minimum area of 3,750 square feet and three basketball goals, playground areas totalling a minimum of 5,000 square feet with clustered play apparatus suitable for younger and older children, and a portion of the Pathway Greenspace (defined in Condition 7.2 hereof) with adjacent seating areas.	28, 29, 30, 31, or 32
A park of approximately 2.8 acres to include a swimming pool with a minimum water area of 3,000 square feet and a bathhouse with a minimum area of 1,500 square feet, and a playground with a minimum area of 2,000 square feet with clustered play apparatus suitable for younger and older children.	41 or 42
A tennis center on 6.5 acres with a minimum of eight regulation tennis courts and a club building, a playground with a minimum area of 1,600 square feet with clustered play apparatus suitable for younger and older children, and a seating area.	43, 44, or 45

<u>Facility</u>	<u>Land Bay</u>
An 18-hole golf course with clubhouse facility on approximately 112 acres.	At the discretion of Owner
A park of approximately 3 acres to include a swimming pool with a minimum water area of 5,000 square feet, a recreation building/bathhouse with a minimum area of 2,000 square feet, and a playground with a minimum area of 4,000 square feet with clustered apparatus suitable for younger and older children.	46, 47, 48, 49, 50, 51, 53, 55, 56, 57, 58, or 59
A park of approximately 2.0 acres to include two regulation hard-surface tennis courts, a playground with a minimum area of 1,600 square feet with clustered play apparatus suitable for younger and older children, and a seating area.	62, 63, 64, or 65
Public access to the Stonehouse historic site with an area of approximately 2.5 acres, to include an historic marker.	50
A temporary recreational vehicle storage area (comparable in size to the permanent area), to be replaced by a permanent storage area of approximately 3.0 acres.	Any Land Bay within Phase III of the PUD-R portion of the Property except 19 or 81
A park on approximately 5.0 acres to include a recreation center/bathhouse with a minimum area of 3,000 square feet, a swimming pool with a minimum water area of 5,000 square feet, two regulation hard-surface tennis courts, a playground with a minimum area of 4,000 square feet with clustered play apparatus suitable for younger and older children, open lawn with a minimum area of 10,000 square feet, and a seating area.	Any Land Bay within Phase IV of the PUD-R portion of the Property
A park on approximately 3.0 acres to include a	67

FacilityLand Bay

swimming pool with a minimum water area of 3,500 square feet and a bathhouse with a minimum area of 1,500 square feet, and a playground with a minimum area of 1,600 square feet with clustered play apparatus suitable for younger and older children.

A marina on the York River (if permitted by applicable law, ordinances or regulations) and an adjacent park of approximately 3.2 acres to include seating areas and walks.

73, 74, 75, 76,
77, 78, or 79

A temporary recreational vehicle storage area (comparable in size to a permanent storage area), to be replaced by a permanent storage area approximately 3.5 acres at the completion of development of Phase IV.

Any Land Bay within Phase IV of the PUD-R portion of the Property except 33 area or 81

The exact facilities to be provided at each site may be varied by Owner, with the consent of the Director of Planning based on, among other things, the demographics and expressed preferences of the residents of the development. All the recreational facilities described above shall be open to all residents of the development at no additional cost to them over and above their Community Association dues and assessments, except the golf course and related facilities, tennis center and marina may be privately owned and/or operated and open only to members.

7.2 Pathway System.

a) Owner shall designate and reserve along one side of the roads described below a strip of common open space with a width of 20 to 25 feet, contiguous or generally parallel

to the road right of way (the "Pathway Greenspace"). Owner shall construct within the Pathway Greenspace a pedestrian/bicycle path with a width of 6 to 10 feet to standards acceptable to the County Engineer. The path shall be constructed so that it will be available for use at the same time the adjoining road is opened to vehicular traffic. The width of the Pathway Greenspace and path shall be designated by Owner and shall depend on the width of the adjacent road. The Pathway Greenspace shall be reserved and the path constructed along all "collector roads" as defined below except Owner, with the approval of the Planning Commission, may vary the location or eliminate the Pathway Greenspace and path where the topography or other unusual features make the location of Pathway Greenspace and the path impractical or impossible. For purposes of this Condition 7.2, the term "collector roads" shall mean all roads within the property within parcels or sites with Master Plan Area Designations of A that provide access to more less than 15 lots and all roads shown on the Master Plan.

b) Owner shall provide connections from the Pathway Greenspace and path therein to pathway or sidewalk systems constructed in individual sections or sites with Master Plan Area Designations of B, C/D, E, F, G, or H.

c) Owner shall provide connections at the boundaries of the Property from the Pathway Greenspace and path

therein to a County wide greenway system, when and if implemented by the County.

7.3 Maintenance. Owner shall initially be responsible for maintenance of all community and recreation facilities and Pathway Greenspace and paths located therein. Owner may convey such facilities to the Community Association or, with respect to the golf courses and related facilities, the tennis center and the marina, to a private operator whereupon the Community Association or the private operator, as the case may be, shall assume responsibility for their maintenance. All golf courses shall be maintained utilizing an integrated pest management system. Such system shall be subject to the approval of the Director of Code Compliance at the time of final site plan approval and annually thereafter.

8. Sewer Service.

8.1 Internal Sewer System.

(a) In recognition of the County's concerns regarding protection of the Reservoir and the Ware Creek watershed, Owner, at the request of the County, or the Service Authority, or Virginia Department of Health or State Water Control Board, shall incorporate the following design options into the sewer system:

- (1) Pressure sensors in the pumping stations to sense abnormal force main pressures, shut down the pumps and trigger an alarm;

(2) Sealed manhole frames at manholes with low rims to increase the retention time of the gravity system and control potential overflows related to equipment failure in a pumping station;

(3) Where publicly owned grinder-pump type pumping stations are utilized, a passive grit chamber to protect the grinding mechanisms of the pumps from damage due to foreign objects in the sewage system;

(4) Incorporate inspection of system during construction into Owner's overall construction quality assurance program;

(5) High water level alarms in selected gravity sewer manholes to provide warning of flow problems before an overflow occurs due to blockage of the gravity system;

(6) Engage in customary low-pressure air testing of the gravity sewer pipes and vacuum testing of manholes with regard to watertight construction;

(7) Maximize distances between manholes to keep the number of manholes at a minimum;

(8) Provide detailed record drawings to the Service Authority at the completion of each construction project for use in safeguarding the facilities from damage related to future construction activities;

(9) Force mains designed to discharge to atmospheric pressure wherever this can be reasonably done;

(10) Check-valves at selected locations in the forcemain system;

(11) Expand the design process for force mains to include calculations related to transient pressures in addition to the static conditions which are normally considered in small force mains such as those anticipated on the Property; or

(12) Spill containment berms around pump stations.

(b) If the land conveyed to the County for the Reservoir pursuant to Condition 1 hereof reverts to Owner pursuant to that condition, then Owner shall no longer subject to any provision of Condition 8.1(a).

(c) Where acceptable to Owner, the County and the Service Authority, Owner shall consider the utilization in the construction of its sewer system of non-conventional technologies such as vacuum sewers and other new and improved technologies generally accepted by the engineering profession.

9. Watershed Protection.

9.1 Maintenance of BMPs. Owner and/or the Community Association shall enter into a maintenance agreement or agreements with the County in form and substance satisfactory to the County Attorney, the Owner and/or the Community Association

providing for the necessary maintenance by the County, at the cost of Owner and/or the Community Association, of all stormwater management systems and facilities constructed by Owner to preserve their design function. Owner and/or the Community Association shall provide the County with access easements to all such stormwater management facilities.

9.2 Reservoir Buffer. To protect more effectively the Reservoir and adjacent streams, Owner shall establish a variable width buffer adjacent to the Reservoir and associated streams generally as shown on the Master Plan (the "Buffer"). The Buffer shall have a minimum width of the greater of (i) 100 feet measured from the normal pool level of Reservoir or (ii) 50 feet measured from the adjacent 50 foot contour line and shall include any additional contiguous areas with slopes of 15 percent or greater, unless otherwise approved by the Director of Code Compliance. Once the Reservoir has been constructed and if the Reservoir has a normal pool elevation higher than the 35 foot contour, the Buffer shall have a minimum width of 100 feet from the normal pool elevation of Reservoir and shall include any additional contiguous areas with slopes of 15 percent or greater, unless otherwise approved by the Director of Code Compliance. The exact boundary of the Buffer shall be shown on subdivision and site plans for portions of the Property that include the Buffer. If the normal pool elevation of the Reservoir is raised,

and application of the Buffer of a minimum width of 100 feet from the normal pool elevation of the Reservoir would result in the loss of a buildable area on any lot or parcel recorded before the change in the normal pool elevation of the Reservoir, then modifications to the width of the Buffer shall be allowed so long as the modification to the width of the Buffer shall be the minimum necessary to achieve a reasonable buildable area for a principal structure and necessary utilities.

9.3 Conservation Area. Owner shall establish a conservation area (the "Conservation Area") below the Reservoir dam and adjacent to Ware Creek and York River. The Conservation Area shall include all land below the five foot contour and shall extend a minimum of 100 feet landward of the five foot contour or, at the discretion of the Director of Code Compliance or his designee, from the edge of wetlands as shown on final subdivision plats or site plans, and shall include any contiguous area with slopes of 15 percent or greater generally as shown on the Master Plan, unless otherwise approved by the Director of Code Compliance. The exact location of the Conservation Area shall be shown on subdivision or site plans for portions of the Property that include the Conservation Area.

9.4 Use of the Buffer. (a) The Buffer shall be maintained undisturbed and in its natural state preserving existing indigenous vegetation to the maximum extent possible as

provided below. No pesticides, herbicides, fertilizers or other agricultural chemicals shall be used within the Buffer.

(b) With the prior approval of the County Engineer or his designee on a case by case basis, (i) dead, diseased and dying trees or shrubbery and invasive or poisonous plants may be removed from the Buffer; (ii) select hand clearing and pruning of trees shall be permitted in the Buffer to permit crossings and landing areas for golf course fairways and sight lines or vistas to the Reservoir or Ware Creek or its tributaries; and (iii) utilities, roads, pedestrian and golf cart paths, trails and bridges may cross the Buffer. If vegetation is removed from the Buffer it shall be replaced by vegetation that is equally or more effective in retarding runoff, preventing erosion and filtering nonpoint source pollution. Utility crossings shall be generally perpendicular through the Buffer and Owner shall endeavor to design utility systems that do not intrude into the Buffer.

(c) Any portion of a lot platted within the Buffer shall be designated and shown on the subdivision plat as a Reservoir Protection Zone in which any clearing or cutting of vegetation, land disturbing or any other use by the lot owner is prohibited. The master restrictive covenants applicable to the Property shall include this restriction, shall grant the Community Association the power to enforce these restrictions and, if such restrictions are violated by a lot owner, the power

to enter upon the lot in question and remedy the violation and place a lien on the lot for the cost of remedying the violation. Owner and/or the Association shall submit quarterly reports to the Department of Code Compliance describing any violations of the foregoing restrictions and the steps taken to remedy such violations.

9.5 Use of the Conservation Area. (a) The Conservation Area shall be maintained undisturbed and in its natural state, except as provided below and except for uses permitted in a "Resource Protection Area" under the County's Chesapeake Bay Preservation Ordinance (which uses shall be permitted in the Conservation Area in accordance with that Ordinance), preserving existing indigenous vegetation to the maximum extent possible as provided below.

(b) Dead, diseased and dying trees or shrubbery and invasive or poisonous plants may be removed. Select hand clearing and pruning of trees shall be permitted in the Conservation Area to provide crossings and landing areas for golf course fairways and sight lines or vistas to Ware Creek or the York River. If vegetation is removed from the Conservation Area it shall be replaced by vegetation that is equally or more effective in retarding runoff, preventing erosion and filtering nonpoint source pollution. Utilities, roads, pedestrian and golf cart paths, trails and bridges may cross the Conservation Area in

locations shown on the Master Plan or approved by the Development Review Committee in the subdivision or site plan approval process. Such utility crossings shall be generally perpendicular through the Conservation Area and Owner shall endeavor to design utility systems that do not intrude into the Conservation Area. Any permitted construction in the Conservation Area shall be accomplished with the minimum land disturbance and clearing of vegetation necessary and all vegetation cleared during such construction shall be replaced with vegetation equally effective in retarding runoff, preventing erosion and filtering nonpoint source pollution. All pedestrian and golf cart paths and trails shall be constructed and surfaced so as to effectively control erosion. Approved stormwater management facilities may be constructed in the Conservation Area.

(c) Portions of single family residential lots may be platted in the Conservation Area. Any such portion of a lot shall be designated and shown on the subdivision plat as an Environmental Protection Zone in which any clearing or cutting of vegetation, land disturbing or any other use by the lot owner is prohibited. The master restrictive covenants applicable to the Property shall include this restriction, shall grant the Community Association the power to enforce these restrictions and, if such restrictions are violated by a lot owner, the power to enter upon the lot in question and remedy the violation and

place a lien on the lot for the cost of remedying the violation.

9.6 Maintenance of the Buffer and the Conservation Area. As each section of the Property is developed, Owner shall convey the Buffer and the Conservation Area (excluding any portion of the Buffer or Conservation Area in platted lots) in that section to the Community Association whereupon the Community Association shall be responsible for maintenance of those portions of the Buffer and the Conservation Area. Owner shall be responsible for maintenance of the Buffer and the Conservation Area until conveyed to the Community Association.

9.7 County Easements. At the request of the County, Owner and/or the Community Association shall grant the County a conservation easement containing the restrictions set forth in Conditions 9.4 and 9.5 over the Buffer and the Conservation Area in form and substance satisfactory to the County and Owners and/or the Community Association.

9.8 Water Quality Testing. Owner and/or the Community Association shall enter into an agreement or agreements in the form of Exhibit B with the County providing for a water quality testing program as described in such agreement to be conducted by the County with the Owner and/or the Community Association paying the bona fide costs of the program not to exceed \$30,000.00 per year. Owner and/or the Community Association shall provide the County with access easements across the Property to the Reservoir

or Reservoir basin in mutually agreeable locations for such testing program.

9.9 Reservoir Crossings. Owner shall install, or cause to be installed, oil/water separators sized to contain up to 100 gallons of petroleum based products on or under all bridges or other road crossings of open water of the Reservoir constructed by Owner.

9.10 Agricultural Chemicals. (a) No pesticides, herbicides, fertilizers or other agricultural chemicals shall be used within the Buffer or Conservation Area.

(b) All golf courses, recreation areas, permanent greenspace areas, and any other areas of the Property under the ownership or direct management of the Community Association shall be maintained utilizing an integrated pest management system. Such system shall minimize the use of pesticides, herbicides, fertilizers or other agricultural chemicals and shall be subject to the approval of the Director of Code Compliance at the time of final site plan or subdivision plat approval and annually thereafter.

(c) The Governing Documents shall require that all developed areas within the portion of the Property zoned PUD-C and all areas under the ownership or direct control of neighborhood, condominium or other subsidiary associations which own or directly manage common areas within the portion of the

Property zoned PUD-R be maintained utilizing an integrated pest management system. Such system shall be subject to the approval of the Director of Code Compliance at the time of site plan or subdivision plat approval and annually thereafter.

(d) The Community Association shall develop and adopt an educational policy regarding minimal use of pesticides, herbicides, fertilizers and other agricultural chemicals on residential lots and shall provide a copy of this policy to all residents of Stonehouse at or before settlement of the purchase of their lot and at least annually thereafter.

The Community Association shall submit a copy of the policy to the County Engineer for his review and approval before furnishing the same to residents.

10. Archaeological Sites. Before starting any clearing, grading or land disturbing within a Land Bay shown on the Master Plan, Owner shall submit a Phase I archaeological study of that Land Bay to the Director of Planning or his designee for review and approval. All such studies shall meet the guidelines set forth in the Virginia Department of Historic Resource's Guidelines for Preparing Archaeological Resource Management Reports and shall be conducted under the supervision of a qualified archaeologist who meets, at a minimum, the qualifications set forth in the Secretary of the Interior's Professional Qualification Standards. Owner shall preserve the

site of the foundations of the "Stone House" of approximately 2.5 acres identified on the Master Plan and shall install an appropriate interpretive historical sign at the site.

Owner shall undertake a Phase II and/or, subject to the following sentence, a Phase III study of archaeological sites identified in the Phase I study, if identified by the Phase I study heretofore submitted as warranting Phase II or Phase III study, and shall submit such studies to the County for review and approval prior to any land disturbing on or adjacent to such sites. Owner may at its option leave undisturbed an archaeological site planned for development in lieu of performing a Phase III study thereon. The recommendations of such studies shall be incorporated into the plan of development for the site and the clearing, grading or construction activities thereon. If as a result of a Phase II study of a site, the County determines the site is eligible for inclusion in the National Register of Historic Places based on the criteria established by the Department of the Interior, Owner shall develop and implement a plan for inclusion of the site on the National Register of Historic Places and for the mitigation of potential adverse impacts on the site. All sites to be left undisturbed or upon which a Phase III study is to be conducted

shall be protected from development activities by temporary fencing until development activities adjacent to the site or the

Phase III study, as the case may be, is complete.

11. Perimeter Buffer. All land within the required landscaped setbacks around the perimeter of the Property as established pursuant to Section 20-483 of the Zoning Ordinance shall be conveyed to the Community Association as that part of the Property is developed and all such land shall thereupon be maintained by the Community Association. Until such conveyance all such land shall be maintained by Owner.

12. Wells. (a) Owner shall provide to the Service Authority a new well impact analysis no later than 12 years after commencement of on-site well pumping. The updated well impact study shall utilize updated data and be in accordance with Service Authority requirements.

(b) For private wells in the County in existence on the date of rezoning approval, Owner shall provide mitigation of any significant well draw down impacts attributable to pumping of wells on the Property. A panel of individuals, selected by the Service Authority and approved by the Board of Supervisors, including a representative of the Owner, shall review all claims, determine if well pumping on the Property is the cause of any significant impact determined to exist, and determine the most appropriate form of mitigation if necessary. The type of mitigation and the composition and proceedings of the review panel shall be in accordance with the separate Well Mitigation

Program Agreement entered into among the County, the Service Authority and the Owner, initial version of which is attached hereto as Exhibit C, as the same may be amended from time to time. The Well Mitigation Program Agreement may be amended by the parties thereto without the necessity of an amendment to these Proffers so long as the amendment to the Agreement does not conflict with a provision of this Condition 12.

(c) Owner shall post and maintain with the County a bond, letter of credit or other assurances acceptable to the County Attorney in the amount of \$25,000 to secure its mitigation obligation under this Condition 12.

(d) Owner shall submit a proposed groundwater monitoring program to the Service Authority for its review and approval and shall implement the approved program before utilization of the wells.

13. Headings. All section and subsection headings of Conditions herein are for convenience only and are not a part of these Proffers.

14. Severability. If any condition or part thereof set forth herein shall be held invalid or unenforceable for any reason by a court of competent jurisdiction, the invalidity or unenforceability of such condition or part thereof shall not

invalidate any other remaining condition contained in these Proffers.

WITNESS the following signature and seal:

STONEHOUSE INC.

By: Thomas J. Contrucci
Title President

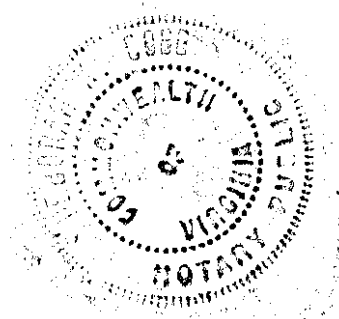
STATE OF VIRGINIA

~~CITY~~/COUNTY OF King William, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of October, 1991 by Thomas J. Contrucci, President of STONEHOUSE INC., a Virginia corporation, on behalf of the corporation.

Deborah K. Cobb
NOTARY PUBLIC

My commission expires:
2/28/94



All that certain lot, piece or parcel of land situate, lying and being in the County of James City, Virginia, shown and design on a certain plat entitled, "A PLAT OF 3.62 ACRES STANDING IN THE NAME OF RODGERS ENTERPRISES, INC., STONEHOUSE DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated March 30, 1990, and revised April 12, 1990, and made by AES, A Professional Corporation, Engineers, Surveyors, Planners, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

Together with all and singular the buildings and improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject, however, to the right-of-way of the Virginia Department of Transportation in and to an eighteen-foot (18') strip of land beginning at the center line of Old Stage Road, a public highway, and proceeding eighteen feet (18') in an easterly direction, the said strip of land crossing the said property in a northerly-southerly direction adjoining other lands owned by the Virginia Department of Transportation as shown on the attached Exhibit "A".

Subject, however, to all easements and restrictions of record affecting the said property.

It being the same property conveyed unto Rodgers Enterprises, Inc., a Virginia corporation, by Deed dated October 10, 1986, Robert L. King and Emma J. King, husband and wife, and recorded in the Clerk's Office of the Circuit Court for the County of James City, Virginia, in Deed Book 317, at page 99.

All those certain tracts or parcels of land lying and being in Stonehouse District, James City County, Virginia, containing in the aggregate 5,802.49 acres, more or less, and being the same tracts listed below and conveyed to the party of the first part, or its predecessors The Chesapeake Corporation of Virginia and The Chesapeake Corporation, by the hereinafter described deeds of record in the Clerk's Office of the Circuit Court of James City County:

1. "Ashlock #1" Tract No. 33-2001, containing 152 acres by survey, being more particularly shown and described on a plat of survey by R. H. Highland, C.L.S., dated April 13, 1951, a copy of which is attached hereto and recorded herewith, being the same property conveyed to the party of the first part by Mattie B. Lewis, widow, by deed dated June 4, 1941, recorded in Deed Book 33, page 386.
2. "Ashlock #2" Tract No. 33-2002, containing 14 acres by survey, being more particularly shown and described on a plat of survey by R. H. Highland, C.L.S., dated April 13, 1951, revised December 16, 1988, a copy of which is attached hereto and recorded herewith, being the same property conveyed to the party of the first part by John G. Warburton and wife by deed dated May 5, 1947, recorded in Deed Book 39, page 25.
3. "Ashlock #3" Tract No. 33-2020, containing 10 acres by survey, being more particularly shown and described on a plat of survey by R. H. Highland, C.L.S., dated April 13, 1951,

BOOK 541 PAGE 184

revised December 16, 1988, a copy of which is attached hereto and recorded herewith, being the same property conveyed to the party of the first part by Andrew B. Brookes and wife by deed dated August 1, 1957, recorded in Deed Book 62, page 93.

4. "Garretts" Tract No. 33-2004, containing 534.24 acres, more or less, being the same property conveyed to the party of the first part by C. L. Woodward and wife by deed dated March 18, 1925, recorded in Deed Book 22, page 5.

5. "Ivydale" Tract No. 33-2007, containing 183.75 acres by survey, being more particularly shown and described on a plat of survey by R. B. Cartwright, C.L.S., dated December 15, 1981, a copy of which is attached hereto and recorded herewith, being the same property conveyed to the party of the first part by Chesapeake Pulp & Paper Company, Incorporated by deed dated May 1, 1922, recorded in Deed Book 16, page 226.

6. "William Lee" Tract No. 33-2008, containing 90 acres, more or less, being the same property conveyed to the party of the first part by C. W. Payne, et als., by deed dated October 9, 1946, recorded in Deed Book 38, page 546.

7. "W. P. Richardson" Tract No. 33-2009, containing 1,683 acres, more or less, being a portion of the same property conveyed to the party of the first part by Chesapeake Pulp & Paper Company, Incorporated by deed dated May 1, 1922, recorded in Deed Book 16, page 226.

8. "Stonehouse" Tract No. 33-2010, containing 269 acres, more or less, being the same property conveyed to the party of the first part by I. S. Waltman and wife by deed dated September 15, 1939, recorded in Deed Book 31, page 350.

9. "Tankard" Tract No. 33-2011, containing 169.49 acres by survey, being more particularly shown and described on a plat of survey by R. B. Cartwright, C.L.S., a copy of which is attached hereto and recorded herewith, being the same property conveyed to the party of the first part by R. M. Hazelwood and wife by deed dated April 7, 1949, recorded in Deed Book 42, page 97, less and except conveyances by the party of the first part to Rado L. Banks and wife by deed dated October 10, 1974 and to the Commonwealth of Virginia by deed dated November 7, 1968.

10. "Bateman-Tyler" Tract No. 33-2013, containing 49 acres, more or less, being the same property, less and except 1.11 acre conveyed to the Commonwealth of Virginia by deed dated December 1, 1954, conveyed to the party of the first part by the following:

(a) Deed from Margaret Tyler dated June 3, 1949, recorded in Deed Book 42, page 539;

(b) Deed from Elvoid Tyler, et als., dated June 3, 1949, recorded in Deed Book 42, page 536.

BOOK 541 PAGE 185

11. "Henley" Tract No. 33-2014, containing 26 acres, more or less, being the same property conveyed to the party of the first part by J. Turner Henley and wife by deed dated June 7, 1951, recorded in Deed Book 45, page 162.

12. "Clopton" Tract No. 33-2015, containing 160.13 acres by survey, being more particularly shown and described on a plat of survey by R. B. Cartwright, C.L.S., dated February 20, 1981, a copy of which is attached hereto and recorded herewith, being the same property conveyed to the party of the first part by W. F. Woodward, et als., by deed dated March 11, 1952, recorded in Deed Book 47, page 172, less and except 28.63 acres, more or less, conveyed by the party of the first part to the Commonwealth of Virginia by deed dated November 7, 1968, recorded in Deed Book 119, page 677.

13. "Woodward" Tract No. 33-2022, containing 9.75 acres by survey, being more particularly shown and described on plat of survey by R. H. Highland, C.L.S., recorded in Plat Book 22, page 35, being the same property conveyed to the party of the first part by C. L. Woodward, et als., by deed dated December 6, 1963, recorded in Deed Book 93, page 564.

14. "Cedar Point" Tract No. 33-2023, containing 96.58 acres by survey, being more particularly shown and described on plat of survey by O. M. Chandler, C.L.S., dated October 1917, recorded in Plat Book 25, page 22, being the same property conveyed to the party of the first part by A. D. Slater and wife by deed dated November 14, 1967, recorded in Deed Book 114, page 193.

15. "Garrett Lee" Tract No. 33-2024, containing 240 acres, more or less, being the same property conveyed to the party of the first part by B. F. Garrett, Jr., widower, by deed dated August 11, 1970, recorded in Deed Book 127, 539.

16. "Banks" Tract, containing 17 acres, more or less, being the same property conveyed to the party of the first part by Elizabeth H. Banks, et als., by deed dated October 10, 1974, recorded in Deed Book 156, page 584.

17. "Bowman" Tract, containing 2 acres, more or less, being the same property conveyed to the party of the first part by A. H. Bowman and wife by deed dated January 10, 1974, recorded in Deed Book 149, page 724.

BOOK 541 PAGE 186

18. All right, title and interest of the party of the first part in and to the "Miles Braxton" Tract, containing 16 acres, more or less, being the same property conveyed to the party of the first part by the following:

(a) Deed from James Clarke and wife, et als., dated April 18, 1974, recorded in Deed Book 152, page 159;

(b) Deed from Carry Lee Clarke dated May 13, 1974, recorded in Deed Book 152, page 344;

(c) Deed from Ida Mae Braxton dated May 24, 1974, recorded in Deed Book 152, page 581.

19. "Enos" Tract, containing 168.60 acres by survey, being more particularly shown and described on a plat of survey by R. B. Cartwright, C.L.S., dated August 15, 1980, a copy of which is attached hereto and recorded herewith, being the same property conveyed to the party of the first part by Elsie M. Slater, et als., by deed dated January 23, 1980, recorded in Deed Book 202, page 752.

20. "Hicks" Tract, containing 131.03 acres by survey, being more particularly shown and described on survey by V. D. McManus, Jr. dated February 1947, recorded in Plat Book 10, page 42, being the same property conveyed to the party of the first part by Vincent D. McManus, Jr., widower, by deed dated February 5, 1973, recorded in Deed Book 142, page 229.

21. "Slater" Tract, containing 158 acres, more or less, being the same property conveyed to the party of the first part by A. D. Slater and wife by deed dated December 13, 1972, recorded in Deed Book 143, page 425.

22. "James Taylor" Tract, containing 5 acres, more or less, being the same property conveyed to the party of the first part by James H. Taylor and wife by deed dated February 9, 1974, recorded in Deed Book 150, page 229.

23. All of the right, title and interest of the party of the first part in and to the "James Taylor #2" Tract, containing 9-3/4 acres, more or less, being the same conveyed to the party of the first part by the following:

(a) Deed from James Wallace and wife dated May 12, 1976, recorded in Deed Book 172, page 617;

(b) Deed from Horace Taylor, et als., dated March 15, 1976, recorded in Deed Book 172, page 619;

(c) Deed from Wilbert Wallace, et als., dated March 15, 1976, recorded in Deed Book 172, page 622;

BOOK 541 PAGE 187

(d) Deed from Forest Ashby, et als., dated March 15, 1976, recorded in Deed Book 172, page 626;

(e) Deed from Calvin Taylor, et als., dated March 1, 1976, recorded in Deed Book 172, page 629;

(f) Deed from Richard Roberts, et als., dated February 13, 1976, recorded in Deed Book 166, page 483.

24. "LaGrange" Tract, containing 203.29 acres, more or less, being Parcels A, B and C conveyed to the party of the first part by Littleberry James Haley, Jr., et als., by deed dated March 30, 1981, recorded in Deed Book 212, page 411.

25. "Hettie Moore" Tract, containing 157 acres, more or less, being the same property conveyed to the party of the first part by Hettie H. Moore, widow, by deed dated May 15, 1986, recorded in Deed Book 303, page 795.

26. "H. Richardson" Tract, containing 230.21 acres, more or less, being the same property conveyed to the party of the first part by Philip O. Richardson, et als., by deed dated July 9, 1985, recorded in Deed Book 277, page 31.

27. "Bird Hill" Tract, containing 166.65 acres, more or less, being the same property conveyed to the party of the first part by Bird Hill Farm, Ltd. by deed dated June 17, 1985, recorded in Deed Book 276, page 659.

28. "LaGrange #2" Tract, containing 223.89 acres by survey, being more particularly shown and described on plat of survey by Charles J. Kerns, Jr., C.L.S., dated August 26, 1988, a copy of which is attached hereto and recorded herewith, being the same property conveyed to the party of the first part by Sheldon Lumber Company, Incorporated, by deed dated April 19, 1987, recorded in Deed Book 393, page 285.

29. "Nahra" Tract, containing 0.92 acre more particularly shown and described on a plat entitled "Plat showing part of the property of James F. Hunsucker & Neville A. Marshall known as Parker's Tavern Tract," made by Andrew Becouvarakis, C.L.S., dated May 28, 1966, recorded in Deed Book 109, page 259, being the same property conveyed to the party of the first part by Ralph J. Nahra and wife, by deed dated August 21, 1987, recorded in Deed Book 361, page 661.

30. "Mason #1" Tract and "Mason #2" Tract, containing 14.18 acres, being more particularly shown and described on a plat of survey by Buchart-Horn dated November 15, 1985, a copy of which is attached hereto and recorded herewith, being the same property conveyed to the party of the first part by

Samuel Ashlock and wife, by deed dated March 21, 1973, recorded in Deed Book 143, page 750 and by Emma Spence Bradsby, widow, by deed dated July 12, 1973, recorded in Deed Book 146, page 161.

BOOK 541 PAGE 188

31. "Ware Ashlock #1" Tract, containing 22 acres, more or less, being the same property conveyed to the party of the first part by D. W. Ware and wife by deed dated September 4, 1980, recorded in Deed Book 206, page 621 and by William Arthur Ashlock, et als., by deed dated March 1, 1973, recorded in Deed Book 146, page 281.

32. "Ware Ashlock #2" Tract, containing 1-1/2 acres, more or less, being the same property conveyed to the party of the first part by D. W. Ware and wife by deed dated September 4, 1980, recorded in Deed Book 206, page 621 and by Solomon Ashlock by deed dated December 17, 1973, recorded in Deed Book 149, page 202.

33. "Allen Ordinary" Tract, containing 113.41 acres, being more particularly shown and described on plat of survey by R. B. Cartwright, C.L.S., dated November 20, 1987, recorded in Plat Book 47, page 46, being the same property conveyed to the party of the first part by Allen's Ordinary Development Company, et als., by deed dated January 13, 1988, recorded in Deed Book 378, page 643.

34. "Shenk" Tract, containing 3.78 acres, being more particularly shown and described on a plat of survey by Deward Martin, C.L.S., dated March 12, 1980, recorded in Deed Book 148, page 113, being the same property conveyed to the party of the first part by J. Donald Shenk and wife by deed dated April 15, 1988, recorded in Deed Book 346, page 897.

35. "Filichko" Tract, containing 10.238 acres, being more particularly shown and described on a plat of survey by B. D. Littlepage, C.L.S., dated November 5, 1971, recorded in Plat Book 29, page 6, being the same property conveyed to the party of the first part by John R. Filichko and wife by deed dated April 11, 1988, recorded in Deed Book 387, page 143.

36. "Continental-Thomas" Tract No. 33-2026, containing 275.70 acres, being more particularly shown and described on a plat of survey by C. E. Williams, C.L.S., dated June 1960, recorded in Plat Book 27, page 38, being the same property conveyed to the party of the first part by The Continental Group, Inc. by deed dated December 18, 1981, recorded in Deed Book 219, page 552.

37. "Richardson's Mill Pond" Tract, containing 58.99 acres by survey, being more particularly shown and described on plat of survey by R. H. Highland dated November 8, 1951, recorded in Plat Book 3, Page 17, lying partly in New Kent County (18 acres, more or less) and partly in James City County (41 acres, more or less),

being the same property conveyed to the party of the first part by David Nelson Sutton, Jr., Executor, et als., by deed dated July 3, 1987, recorded in Deed Book 144, page 159.

38. "Farinholt" Tract, containing 144.41 acres more or less, being more particularly shown and described on plat of survey by G. L. Evans, C.L.S., dated January 19, 1934, which plat is attached hereto and recorded herewith, less and except 1.59 acres, more or less, conveyed to the Commonwealth of Virginia by deed dated January 3, 1955, being the residue of the tract conveyed to the party of the first part by T. H. Geddy, Jr., Special Commissioner, by deed dated February 12, 1931, recorded in Deed Book 22, page 453.

MEMORANDUM OF AGREEMENT
STONEHOUSE WATER QUALITY TESTING PROGRAM

THIS MEMORANDUM OF AGREEMENT FURTHER DEFINES THE WATER QUALITY TESTING PROGRAM CONTAINED IN THE STONEHOUSE PLANNED COMMUNITY PROFFERS.

PHYSICAL AND CHEMICAL TESTING

THE KINDS OF TESTS TO BE CONDUCTED AND THE MAXIMUM FREQUENCY OF TESTING IS OUTLINED BELOW.

STONEHOUSE STORMWATER QUALITY TESTING PROGRAM

TEST	MAXIMUM NUMBER OF TESTS PER YEAR	
	DRY WEATHER	STORM
TEMPERATURE	64	10
ALKALINITY	64	10
HARDNESS	64	10
DISSOLVED OXYGEN	64	10
PH	64	10
SUSPENDED SOLIDS	64	10
TOTAL PHOSPHOROUS	64	10
ORTHO PHOSPHOROUS	64	10
NITRATE NITROGEN	64	10
NITRITE NITROGEN	64	10
AMMONIA	64	10
TKN NITROGEN	64	10
COPPER	18	4
LEAD	18	4
ZINC	18	4
NICKEL	18	4
IRON	18	4
MANGANESE	18	4
PESTICIDES/HERBICIDES	8	

THIS PROGRAM INCLUDES INSTALLATION AND OPERATION OF 2 AUTOMATIC FLOW MEASURING AND SAMPLING STATIONS. WITH THE EXCEPTION OF FLOW MEASUREMENTS CHEMICAL AND PHYSICAL TESTING AT THESE STATIONS IS INCLUDED IN THE ANNUAL TESTING NUMBERS ABOVE. THIS PROGRAM WILL START IMMEDIATELY FOLLOWING BOARD OF SUPERVISOR APPROVAL OF THE STONEHOUSE REZONING APPLICATION.

THE COUNTY SHALL CONDUCT THE ABOVE DESCRIBED TEST. STONEHOUSE SHALL PAY THE BONA FIDE COSTS OF THE TESTING PROGRAM NOT TO EXCEED \$30,000 PER YEAR. STONEHOUSE SHALL PAY THE COUNTY UP TO \$10,000 FOR INSTALLATION OF THE TWO AUTOMATIC FLOW MEASURING AND TESTING STATIONS.

AFTER DATA FROM THE DESIGNATED SAMPLING LOCATIONS HAS BEEN OBTAINED BY THE COUNTY FOR A PERIOD OF TWO YEARS, THE COSTS TO STONEHOUSE ASSOCIATED WITH THE TESTING FROM A SPECIFIC SAMPLING LOCATION MAY BE SUSPENDED AT THE REQUEST OF STONEHOUSE IF THERE IS NO DEVELOPMENT ACTIVITY IN PROGRESS WITHIN THE PORTION OF STONEHOUSE PROPERTY WHICH AFFECTS THE WATER QUALITY AT THE SAMPLING LOCATION. COSTS TO STONEHOUSE WILL BE RESUMED UPON THE STONEHOUSE'S START OF DEVELOPMENT ACTIVITY IN THE AFFECTED AREA.

THE COUNTY WILL PROVIDE STONEHOUSE WITH AN ANNUAL REPORT OF ACTIVITIES AND RESULTS OF THIS PROGRAM. THE COUNTY ENGINEER OR HIS DESIGNEE MAY ALLOW MODIFICATIONS TO THE TESTING PROGRAM SO LONG AS THE MAXIMUM NUMBER FOR ANY ONE TEST IS NOT EXCEEDED IN ONE YEAR.

PRERESERVOIR TESTING

PRIOR TO THE TIME THAT THE RESERVOIR IS FILLED WITH WATER THIS TESTING PROGRAM WILL BE CONDUCTED ON TRIBUTARY STREAMS SUPPLYING WATER TO THE PROPOSED RESERVOIR AT LOCATIONS TO BE DETERMINED BY THE COUNTY.

POST RESERVOIR TESTING

. ALL TESTING IN THE FILLED RESERVOIR POOL WILL BE PAID FOR BY THE COUNTY. POST RESERVOIR TESTING UNDER THIS PROGRAM WILL BE LIMITED TO THOSE TRIBUTARY STREAM SITES RECEIVING RUNOFF FROM STONEHOUSE DEVELOPMENT.

SIGNED FOR JAMES CITY COUNTY

SIGNED FOR STONEHOUSE

WELL MITIGATION PROGRAM AGREEMENT

This Agreement is entered into this ___ day of _____, 1991 among JAMES CITY COUNTY, VIRGINIA (the "County"), THE JAMES CITY SERVICE AUTHORITY (the "Service Authority") and STONEHOUSE INC. (the "Owner").

RECITAL

Pursuant to Condition 12 of the Stonehouse Proffers dated _____, 1991, made by Owner in connection with rezoning Case No. Z-10-89, the parties hereto desire to set forth in greater detail their mutual agreements regarding the well mitigation program described generally in Condition 12 of the Stonehouse Proffers.

AGREEMENT

1. Forms of Mitigation. There shall be at least four potential forms of mitigation, consisting of (i) lowering the existing pump in a well; (ii) installing a larger pump in a well; (iii) drilling a new well or (iv) connecting to the County's public water supply system.

2. Review Panel. (a) The review panel shall consist of five individuals. At least one representative of Owner nominated by Owner shall be included on the panel. All five members of the panel shall be deemed qualified by the Service Authority and presented to the Board of Supervisors for approval. Panel members shall serve four year staggered terms, and shall include at least two residents of the Stonehouse District of the County.

(b) The panel shall review all claims made by residents of the County for mitigation. The panel shall first determine if the applicant has suffered a significant draw down impact on his well. If there exists such a significant impact, the panel then shall determine if the pumping of wells on the Property was the principal cause the impact and, if so, the most appropriate and cost effective form of mitigation. The panel shall consider all information provided to it by the applicant, the Owner, the Service Authority and the information from Owner's groundwater monitoring program and any other information presented to it. All decisions of the panel shall be reduced to writing and copies thereof furnished to the applicant, the Owner, the Service Authority and the County Attorney.

(c) All decisions of the panel shall be by majority vote. There shall be no appeal from the decision of the panel - its decisions shall be final and binding. The panel may adopt from time to time procedural rules and regulations (consistent with this Agreement) governing applications for mitigation and the conduct of its meetings. The Service Authority shall administrate and serve as staff resource to the panel.

3. Remedies. Owner, upon receipt of a decision of the review panel requiring mitigation, shall promptly commence such mitigation and diligently pursue the same to completion. If Owner, after receipt of demand from the Service Authority to commence mitigation, fails or refuses to do so, the Service Authority may draw on the bond posted by Owner pursuant to Condition 12 of the Stonehouse Proffers. Owner shall be liable for any costs or expense of such mitigation in excess of the

amount of such bond. If Owner defaults and fails or refuses to perform its obligations hereunder, in addition to the right to draw on the bond, the Service Authority and the County shall have all remedies at law or in equity for violation of a voluntarily proffered condition in a rezoning.

4. Amendment. This Agreement may be amended only by a writing signed by all the parties hereto.

WITNESS the following signatures.

JAMES CITY COUNTY

By _____

JAMES CITY SERVICE AUTHORITY

By _____

STONEHOUSE INC.

By _____

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, County of James City, the _____ day of _____, 19____ This _____ was presented with certificate annexed and admitted to record at _____ o'clock
Teste: Helene S. Ward, Clerk
by _____
Deputy Clerk

amount of such bond. If Owner defaults and fails or refuses to perform its obligations hereunder, in addition to the right to draw on the bond, the Service Authority and the County shall have all remedies at law or in equity for violation of a voluntarily proffered condition in a rezoning.

4. Amendment. This Agreement may be amended only by a writing signed by all the parties hereto.

WITNESS the following signatures.

JAMES CITY COUNTY

By Thomas K. Norment

JAMES CITY SERVICE AUTHORITY

By Stewart H. Taylor

STONEHOUSE INC.

By Thomas P. Oatman

COMMONWEALTH OF VIRGINIA



5

77648

(114-025 781)

OFFICIAL RECEIPT
WILLIAMSBURG/JAMES CITY COUNTY CIRCUIT
DEED RECEIPT

DATE: 12/12/91 TIME: 12:15:24 ACCOUNT: 09ECLR910013632 RECEIPT: 9100008806
CASHIER: CHB REG: W804 TYPE: AS PAYMENT: FULL PAYMENT
INSTALMENT : 910013632 BOOK: PAGE: 0 RECORDED: 12/12/91 AT 13:15
GRANTOR NAME : STONHOUSE INC EX: N LOCALITY: DE
GRANTEE NAME : JAMES CITY COUNTY EX: N PERCENT: 100%
LAND ADDRESS :
RECEIVED OF : JCCO DATE OF DEED: 00/00/00
CHECK : \$60.00

DESCRIPTION : STONHOUSE PROFFERS
E:

CONSIDERATION:	.00	ASSUMPTION:	.00	#AF:	
CODE DESCRIPTION:		PAID	CODE DESCRIPTION:		PAID
00: DEEDS		29.00	145 V&P		1.00

TOTAL TENDERED : 60.00
TOTAL AMOUNT PAID: 60.00
TOTAL CHANGE AMT : .00

CLERK OF COURT: HELENE S. WARD