

010023

AMENDED AND RESTATED  
STONEHOUSE PROFFERS

THESE AMENDED AND RESTATED PROFFERS are made as of this 28th day of March, 1995, 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 more particularly described on Exhibit A attached hereto and made a part hereof.

B. The Property is now zoned PUD-C and PUD-R, with proffers, and is subject to a Master Plan approved by the County (the "Master Plan"). The existing Stonehouse Proffers are dated October 22, 1991 and are recorded in James City County Deed Book 541 at page 144 and have been amended by First Amendment to Stonehouse Proffers dated March 7, 1994 and recorded in James City County Deed Book 675 at page 398 and by Second Amendment to Stonehouse Proffers dated July 5, 1994 and recorded in James City County Deed Book 695 at page 79 (the "Existing Proffers").

C. The County has determined not to construct the proposed water supply reservoir in the Ware Creek basin on and adjacent to the Property (the "Reservoir") and has repealed the County's Reservoir Protection Overlay District.

D. In light of the County's actions with respect to the Reservoir, Owner desires to amend and restate the Existing

Proffers in their entirety as set forth below.

E. Owner desires to continue 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, the Existing Proffers are hereby amended and restated as follows:

CONDITIONS

1. 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 (i) require that the Community Association adopt an annual maintenance budget and assess all members for the maintenance of all properties owned or maintained by the Community Association and (ii) shall grant the Community Association the power to 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.

2. Residential Density.

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

2.2 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
---	--	------

2.3 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</u> <u>Designation</u>	<u>Dwelling</u> <u>Type</u>	<u>Proffered</u> <u>Maximum</u> <u>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

3. Road Improvements. The following schedule sets

forth external road and intersection improvements recommended in the Traffic Study, as supplemented, and the phasing of their construction:

(a) A left turn lane from southbound Route 30 into the project and a right turn lane from northbound Route 30 into the project at the intersection of Route 30 and relocated Route 600 (generally in the location shown on the Master Plan) shall have been completed or construction thereof 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") posted with the County before building permits are issued for any development on Land Bays 80 and 81. No building permits for more than 200,000 square feet of floor area in areas designated G, F and H in Land Bays 80 and 81 shall be issued by the County until a traffic signal at the intersection of Route 30 and the westbound I-64 on ramp and off ramp has been installed or guarantees for its installation posted with the County. The foregoing sentence notwithstanding, Owner shall not be obligated to install or guarantee installation of such signal until the signal meets VDOT warrants and is approved by VDOT. No building permit for more than 400,000 square feet of floor area in areas designated G, F and H in Land Bays 80 and 81 shall be issued by the County until the I-64 westbound off-ramp at the I-64 and Route 30 interchange has been realigned and a westbound Route 30

to westbound I-64 loop ramp has been completed or construction thereof has started and guarantees of completion have been posted with the County.

(b) No final subdivision plat or site plan for any residential use and no building permit (other than as permitted under paragraph (a) above) for any commercial/industrial use shall be approved or issued by the County until the improvements listed below in this subparagraph (b) have been completed or construction of such improvements has started and 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.

(c) 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 (c) 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.

(d) 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 (d) have been completed or construction started and guarantees for completion posted with the County.

(1) A four lane arterial connector road (the "bridge road") 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 bridge road and Route 30 intersection has been constructed with the following lane configuration:

<u>Approach</u>	<u>Lane Configuration</u>
Southbound bridge road	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 the bridge road 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.

(e) 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.

(f) 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 (f) 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.

(g) 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 (g) 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.

(h) 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.

(i) 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.

3.2 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.

4. Economic Development.

4.1 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.

4.2 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.

4.3 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.

5. Public Sites.

5.1 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 construct, (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.

5.2 Other Public Sites. In addition to the conveyances to the County pursuant to Condition 5.1, 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.

5.3 Timing of Conveyances. All conveyances of public sites to the County pursuant to this Condition 5 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.

5.4 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.

6. Community and Recreational Facilities.

6.1 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.

Facility

Land Bay

a. 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

b. A park a minimum of 3.0 acres

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.

15, 16, 17 or 18

- c. 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
- d. An addition of approximately 2.0 acres to the park described in b. above to include two regulation hard-surface tennis courts, a playground expansion of approximately 2,500 square feet an open lawn for play with a minimum area of 10,000 square feet, and a seating area. 17 or 18
- e. A community center of approximately 10.2 acres to include a community building with 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. Any Land Bay within Phase II of the PUD-R portion of the Property except 20, 21, 22, 33, 35 or 81
- f. 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
- g. 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
- h. 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 41 or 42

suitable for younger and older children.

- |   |  |
|---|--|
| i. 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  |
| j. An 18-hole golf course with clubhouse facility on approximately 112 acres.   | At the discretion of Owner   |
| k. 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                                  |
| l. 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  |
| m. Public access to the Stonehouse historic site with an area of approximately 2.5 acres, to include an historic marker.  | 50   |
| n. 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 |
| o. 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 | Any Land Bay within Phase IV of the PUD-R portion of the Property                  |

and older children, open lawn with a minimum area of 10,000 square feet, and a seating area.

p. A park on approximately 3.0 acres to include a 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. 67

q. 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

r. 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.

6.2 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 15 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, except as provided below, of 8 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 Director of Planning, 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. Where separate bicycle and pedestrian pathways are provided, bicycle pathways shall have a minimum width of 6 feet and pedestrian pathways shall have a minimum width of 4 feet. For purposes of this Condition 6.2, 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 than 15 lots and all roads shown on the Master Plan. Pathways adjacent to roads within the Property within parcels or sites with Master Plan Area Designations of A that provide access to less than 50 lots shall have a minimum

width of 6 feet.

b) Owner shall provide connections from the Pathway Greenspace and paths 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 any Stonehouse greenway system and paths therein to a County wide greenway system, when and if implemented by the County.

d) Owner shall provide within each phase of development of the Property an access from the pathway system to a minimum of one acre of land overlooking or adjacent to Ware Creek or one of its tributaries for passive recreation for residents of the development.

6.3 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.

7. Archaeological Sites. (A) 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.

(B) 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 that includes, at a minimum, that Land Bay to the Director of Planning for review and approval.

(1) For the Stonehouse land included in the original rezoning the Phase I study shall be reviewed under the guidelines set forth in the Virginia Department of Historic Resource's ("VDHR") Guidelines for Preparing Archaeological Resource Management Reports that were in effect as of November 4, 1991. The qualifications of the archaeologist that conducted the submitted Phase I study shall be reviewed under the Secretary of the Interior's Professional Qualification Standards as in effect on November 4, 1991.

(2) All other archaeological studies proffered hereby shall meet the VDHR Guidelines and the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation 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 as in effect at the time of the submission of the study. Any sites not documented in the submitted Phase I study that are encountered during construction shall be evaluated by performing a Phase I study using the VDHR and Secretary of Interior's guidelines and standards in effect at the time of discovery.

(C) (1) For all sites that the Phase I study recommends for Phase II evaluation or identifies as potentially being eligible for inclusion on the National Register of Historic Places (the "National Register"), Owner shall submit to the Director of Planning for review and approval a treatment plan. An acceptable treatment plan can consist of (i) performing a limited Phase II study to establish the boundaries of the site and thereafter leaving the site completely undisturbed or preserving it in some other manner acceptable to the Director of Planning or (ii) performing a complete Phase II study of the site. If a complete Phase II study of a site is undertaken, such Phase II study shall be submitted to and approved by the Director of Planning.

(2) If the approved Phase II study concludes that a site is not eligible for inclusion on the National Register, Owner shall not be obligated to perform any further



archaeological studies thereon.

(3) For all sites which the approved Phase II study indicates are eligible for inclusion on the National Register and/or those sites upon which a Phase III study is warranted, Owner shall submit to the Director of Planning for review and approval a treatment plan. An acceptable treatment plan can consist of (i) leaving the site completely undisturbed or preserving the site in some other manner acceptable to the Director of Planning and submitting an application to include the site on the National Register or (ii) performing a complete Phase III study of the site. If a complete Phase III study is undertaken on a site, the Phase III study shall be submitted to and approved by the Director of Planning.

(4) If the Phase II or Phase III study of a site determines the site is eligible for inclusion on the National Register of Historic Places and such site is to be preserved in place, the treatment plan shall include nomination to the National Register of Historic Places.

(5) All approved treatment plans shall be incorporated into the plan of development for the site and the clearing, grading or construction activities thereon.

8. 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.

9. 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 B, 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 9.

(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 9.

(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.

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

11. 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: James D. Franklin  
Title: Vice President

STATE OF VIRGINIA  
CITY/COUNTY OF Williamsburg, to-wit:

The foregoing instrument was acknowledged before me  
this 29<sup>th</sup> day of March, 1994 by James D. Franklin,  
Vice President of STONEHOUSE INC., a Virginia corporation,  
on behalf of the corporation.

James M. Thompson  
NOTARY PUBLIC

My commission expires:  
2-28-99

DEED 541 183

All that certain lot, piece or parcel of land situate, lying and being in the County of James City, Virginia, shown and designated in a certain plat entitled, "A PLAT OF 3.62 ACRES SITUATED IN THE HOME OF INTERESTS DEVELOPMENTS, INC., STONEHOUSE DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated March 30, 1990, and revised April 12, 1990, and made by ACS, A Professional Corporation, Engineer, Surveyor, Planner, 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 thereto 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 north-south 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 into Rodgers Enterprises, Inc., a Virginia corporation, by Deed dated October 10, 1986, Robert L. King and Doris 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. JJ-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. JJ-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. JJ-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 420 PAGE 713

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. JJ-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. JJ-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. JJ-2008, containing 90 acres, more or less, being the same property conveyed to the party of the first part by G. W. Payne, et als., by deed dated October 9, 1946, recorded in Deed Book 38, page 546.

7. "W. P. Richardson" Tract No. JJ-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. JJ-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. JJ-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. JJ-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 Elvold Tyler, et als., dated June 3, 1949, recorded in Deed Book 42, page 536.

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

12. "Clopton" Tract No. JJ-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. JJ-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. JJ-2023, containing 96.58 acres by survey, being more particularly shown and described on plat of survey by O. H. 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 191.

15. "Garrett Lee" Tract No. JJ-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 420 PAGE 715

BOOK 541 PAGE 186

18. All right, title and interest of the party of the first part in and to the "Hiles 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 H. 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 Maloy, 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 Necouvarakis, 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

UCOR 420 717

BOOK 541 PAGE 188

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.

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 Hill 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.

24  
P  
126

All that certain parcel of land in James City County, Virginia, containing by survey 4.75 acres as shown on a plat entitled, "SURVEY OF 4.75 ACRES FOR CONVEYANCE FROM SHELDON LUMBER COMPANY, INC., TO HOWARD V. CLAYTON, MARION P. CLAYTON, & JOHN H. CLAYTON," dated March 29, 1984, made by AES, a copy of which is recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City in County Deed Book 246, page 313.

Being the same property conveyed unto the Grantors herein by deed of assumption from John H. Clayton, dated October 21, 1986, and recorded in County Deed Book 323, page 845, and by deed from Sheldon Lumber Co., dated March 30, 1984, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City in Deed Book 246, page 311.

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

31 day of July, 1995. This instrument was presented with certificates annexed and admitted to record at 10:35 o'clock

Teste: Helene S. Ward, Clerk

by [Signature]  
Deputy Clerk

COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT  
WILLIAMSBURG/JAMES CITY COUNTY CIRCUIT  
DEED RECEIPT

DATE: 07/31/95 TIME: 10:35:34 ACCOUNT: 095CLR950010023 RECEIPT: 95000017188  
CASHIER: CHD REG: W804 TYPE: OTHER PAYMENT: FULL PAYMENT  
INSTRUMENT : 950010023 BOOK: 0 PAGE: 0 RECORDED: 07/31/95 AT 10:35  
GRANTOR NAME : STONEHOUSE INC EX: N LOCALITY: CD  
GRANTEE NAME : JAMES CITY COUNTY EX: N PERCENT: 100%  
AND ADDRESS :  
RECEIVED OF : JCCO DATE OF DEED: 03/28/95

CHECK : \$45.00  
DESCRIPTION 1: 3.62 AC ROBERS ENTERPRISES  
2:

CONSIDERATION:	.00	ASSUME/VAL:	.00	MAP:	
CODE DESCRIPTION		PAID	CODE DESCRIPTION	PAID	
301 DEEDS		44.00	145 VSLF	1.00	

TENDERED : 45.00  
AMOUNT PAID: 45.00  
CHANGE AMT : .00

CLERK OF COURT: HELENE S. WARD

DC-18 (11/94)

*JCCO atty per*