

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE FIRST DAY OF DECEMBER, NINETEEN HUNDRED EIGHTY-SIX, AT 7:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Thomas D. Mahone, Chairman  
 Perry M. DePue, Vice-Chairman  
 William F. Brown  
 Stewart U. Taylor  
 Jack D. Edwards

Darlene L. Burcham, Secretary  
 John E. McDonald, Treasurer  
 Frank M. Morton, III, County Attorney  
 Sanford B. Wanner, Business Manager

B. MINUTES - November 3, 1986

Mr. Brown made a motion to approve the minutes as presented.

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

C. CONSENT CALENDAR

1. Water Extension Agreements for City of Newport News.

Mr. Wanner presented this item to the Board indicating receipt of Newport News' water extension agreements for the Kingsmill Sports Center and Kingsmill Conference Center, and recommended the Chairman and Secretary be authorized to execute the agreements on behalf of the Authority.

Mr. Mahone moved approval of the resolution.

On a roll call, the vote was AYE: Edwards, Taylor, DePue, Mahone (4). NAY: (0). ABSTAIN: Brown (1).

RESOLUTION

CITY OF NEWPORT NEWS WATER EXTENSION AGREEMENTS

WHEREAS, Busch Properties, Inc., has prepared plans for the Kingsmill Sports Center and the Kingsmill Conference Center; and

WHEREAS, the City of Newport News has prepared water extension agreements for the extension of City water mains to serve these developments; and

WHEREAS, all testing fees and inspection fees have been paid by Busch Properties, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, hereby authorizes and directs the Chairman and Secretary to execute the Newport News Water Extension Agreements on behalf of the Service Authority.

2. Pinedell Subdivision Off-site Water Extension.

Mr. Wanner presented this item recommending adoption of the resolution formally accepting the off-site water extension into the Service Authority.

Mr. Mahone moved adoption of the resolution.

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

RESOLUTION

ACCEPTANCE OF THE PINEDELL SUBDIVISION OFF-SITE  
WATER TRANSMISSION MAIN EXTENSION

WHEREAS, the Pinedell Subdivision off-site water transmission main has been constructed by the developer of Pinedell Subdivision; and

WHEREAS, the developer desires to dedicate said water transmission main to the James City Service Authority; and

WHEREAS, the water transmission main has been constructed in accordance with technical requirements of the Service Authority; and

WHEREAS, the value of the dedication is \$77,000.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority of James City County, Virginia, does formally accept the dedication of the Pinedell Subdivision Off-site Water Transmission Main.

3. Mirror Lake Off-site Water Extension.

Mr. Wanner presented this item recommending adoption of the resolution accepting the off-site water extension into the Service Authority.

Mr. Mahone moved adoption of the resolution.

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

RESOLUTION

ACCEPTANCE OF THE MIRROR LAKES SUBDIVISION OFF-SITE WATER  
TRANSMISSION MAIN EXTENSION

WHEREAS, the Mirror Lakes Subdivision Off-site Water Transmission Main has been constructed by the developer of Mirror Lakes Subdivision; and

WHEREAS, the developer desires to dedicate said water transmission main to the James City Service Authority; and

WHEREAS, the water transmission main has been constructed in accordance with technical requirements of the Service Authority; and

WHEREAS, the value of the dedication is \$190,387.25.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority of James City County, Virginia, does formally accept the dedication of the Mirror Lakes Subdivision Off-site Water Transmission Main.

D. BOARD CONSIDERATIONS - NONE

E. BOARD REQUESTS AND DIRECTIVES

Mr. Brown asked if property on Stuart Circle in James Terrace Subdivision is owned by the Service Authority.

Mr. Wanner responded in the affirmative.


Mr. Brown suggested a swing set be set up for the use of children who live in the subdivision.

Mr. Morton indicated the Service Authority could be held liable in the event injuries occur during the use of the equipment.

Mr. Mahone made a motion to adjourn.

The motion passed by a unanimous voice vote.

The Board of Directors adjourned at 7:15 p.m.

  
Darlene L. Burcham  
Secretary to the Board

consecutive twelve (12) calendar month term upon the payment of an additional sum of Twelve Thousand and no/100 Dollars (\$12,000.00) by the Buyer to the Seller during the preceding term of the Option then in effect. This sum is also non-refundable.

6. NOTICE OF EXERCISE OF OPTION. Notice of exercise of the Option shall be given by the Buyer to the Seller, in writing, by certified mail, return receipt requested, addressed to the Buyer, c/o William A. Young, Jr., Esquire, P. O. Box 1320, Richmond, Virginia, 23210, postmarked during the term of the Option, or the renewal term, if any, then in effect. Time is of the essence as to this term of the Option.

7. FAILURE TO EXERCISE OPTION. If Buyer shall not exercise the Option, give notice thereof as herein provided, within the time limit specified, then the Option shall become null and void and the Option money paid by Buyer for the term of the Option and the renewal term, if any, shall be retained by Seller, free of all claims of the Buyer.

8. ENTRY ONTO PROPERTY DURING OPTION TERM. During the term of the Option, Seller shall permit the Buyer, its agents, employees and independent contractors to enter upon the Property to make all engineering, and related studies and surveys reasonably necessary for the development of the Property for wetlands, a public park, other public purposes and all facilities accessory thereto. Buyer shall promptly reimburse Seller for all damages to the Property arising out of such studies and surveys and shall hold the Seller harmless from all lien claims, injury to persons and damage to the Property arising out of such studies and surveys. Buyer agrees not to commit or permit waste upon the Property. Buyer agrees that the Property shall remain in substantially the same condition as it is now and Buyer will not cause or permit any trees to be cut on the Property without the prior written consent

of Seller. These particular provisions shall survive the expiration of the Option term.

9. ZONING AND SITE PLAN APPROVALS, PERMITS AND UTILITIES. During the term of the Option, Seller shall cooperate with Buyer, its agents, employees and independent contractors (but shall not be obligated to expend any funds) in securing all zoning and site plan approvals, permits and utilities reasonably necessary for the development of the Property for wetlands, a public park, other public purposes and all facilities accessory thereto. The obtaining of such zoning and site plan approvals, permits and utilities shall not be a condition precedent to settlement nor shall failure to obtain such approvals, permits and utilities entitle the Buyer to extend the Option or rescind the Contract created by exercise of the Option or any settlement pursuant thereto.

10. TERMS OF CONTRACT OF SALE. If Buyer exercises the Option and gives notice of the exercise of the Option as herein provided, within the time limit specified, this agreement shall automatically constitute a contract of sale between the Buyer and the Seller, upon the following additional terms and conditions:

A. Purchase Price: The purchase price shall be Two Hundred Five Thousand and no/100 Dollars (\$205,000.00).

B. Credit of Option Money. If Buyer exercises the Option and gives notice within the initial term as provided herein, all money paid for the Option shall apply to and reduce in like amount the balance due in cash at settlement. If Buyer exercises the Option and gives notice within the renewal term as provided herein, one half (1/2) of the total of the money paid for the initial term and renewal term shall apply to and reduce in like amount the balance due in cash at settlement.

C. Terms of Payment. The purchase price shall be paid as follows:

\$205,000.00 Cash At Settlement

D. Conveyance. Seller agrees to convey marketable, fee simple title to the Property to the Buyer, insurable for both the Buyer and its mortgagee by Lawyers Title Insurance Corporation or other acceptable national title insurer, at normal rates, by a General Warranty Deed with the English Covenants of Title, free and clear from all encumbrances, tenancies, liens or limitations of record or apparent on the ground, except the following:

(1) The lien for current year's taxes which shall be prorated at settlement.

(2) Such state of facts as would be revealed by an inspection and subsequent survey of the property.

Seller covenants that there are no other restrictions, easements, encumbrances, tenancies, liens or limitations either of record or apparent on the ground which would materially adversely affect the development of the Property for wetlands, a public park, other public purposes and facilities accessory thereto. If there arises any other restriction, easement, encumbrance, tenancy, lien or limitations either of record or apparent on the ground which would materially adversely affect the development of the Property for said purposes and Seller elects not to correct said item(s), Buyer may elect to take the title "as is" and consummate the settlement or all money paid for The Option shall be refunded by Seller to Buyer as liquidated damages.

Seller further agrees to pay the expense of preparing the Deed of Conveyance and the recordation tax applicable to the Seller and agrees to deliver possession of the Property to Buyer on the date of settlement.

E. Settlement. Settlement shall be made at the offices of Anderson, Emmett & Franck, P.C., 1200 Old Colony Lane, Williamsburg, Virginia, within

thirty (30) days after the exercise of the Option, or as soon thereafter as the title can be examined and necessary documents prepared.

F. Proration. All taxes, interest, and rent, if any, shall be prorated as of the date of settlement and shall apply to and reduce in like amount the balance in cash at settlement specified in paragraph ten (10) (C).

G. Risk of Loss. All risk of loss or of damage to the Property (including but not limited to loss or damage to merchantable timber) by fire, windstorm, casualty or any other cause is assumed by Seller until Settlement.

H. Seller and its invitees shall retain the exclusive right to fish and hunt upon the Property for a period of six (6) calendar years from the date hereof or until such time as the Buyer requires possession of the Property for development for wetlands, a public park, or other public purposes, whichever occurs first. Seller shall promptly reimburse Buyer for all damages to the Property arising out of such use and shall enter into an agreement prior to using the Property holding the Buyer harmless from all lien claims, injury to persons and damage to the Property arising out of such use. Seller agrees not to commit or permit waste upon the Property. Seller agrees that the Property shall remain in substantially the same condition as it is at settlement and Seller will not cause or permit any trees to be cut on the Property without the prior consent of Buyer. These particular provisions shall survive the settlement.

11. APPLICABLE LAW. This agreement shall be construed, interpreted and implied according to the law of Virginia, and it shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

12. REAL ESTATE BROKERAGE COMMISSION. Seller and Purchaser agree that no broker or other commission agent is due any fee in connection with the execution of this option and settlement contemplated.

13. ENTIRE AGREEMENT. Seller makes no representations or warranties whatsoever concerning the suitability of the Property for any particular use or uses. This agreement constitutes the entire agreement among the parties and may not be modified or changed except by written instrument executed by all parties hereto.

WITNESS the following signatures and seals:

SELLER:

TOANO FISHING AND HUNTING CLUB, INCORPORATED

BY Orison T. Nebbett  
President

BUYER:

THE COUNTY OF JAMES CITY, A POLITICAL  
SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA

By: William J. Bo

STATE OF VIRGINIA

COUNTY OF JAMES CITY

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 1986, by ORISON T. NEBBETT, PRESIDENT of Toano Fishing and Hunting Club, Incorporated, a Virginia corporation on behalf of the corporation.

Paul J. [Signature]  
Notary Public

My commission expires: Sept. 27, 1990



STATE OF VIRGINIA

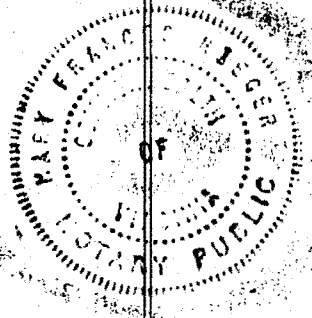
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COUNTY OF JAMES CITY

The foregoing instrument was acknowledged before me this 16th day of December, 1986, by William F. Brown, Chairman of The County of James City, a political subdivision of the Commonwealth of Virginia, on behalf of the County.

Mary Frances Rieger  
Notary Public

My commission expires: April 22, 1989



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, Virginia, this 7th day of April, 1987, this Option was presented with certificate annexed and admitted to record at 3:36 o'clock

Teste: Kolene S. Ward, Clerk  
by [Signature]  
Deputy Clerk

Table with columns for recording details, including date and time.