

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 22ND DAY OF DECEMBER 1998, AT 10:05 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

M. Anderson Bradshaw, Chairman
Ronald A. Nervitt, Vice Chairman
John J. McGlennon
Jack D. Edwards
David L. Sisk

Sanford B. Wanner, Secretary
Robert H. Smith, Treasurer
Frank M. Morton, III, County Attorney
Larry M. Foster, General Manager

B. CONSENT CALENDAR

Mr. Bradshaw asked if any Board member wished to discuss the Consent Calendar item.

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

The motion passed by unanimous voice vote.

1. Minutes of October 13, 1998

C. PUBLIC HEARING

1. Conveyance of Property to Bell Atlantic - Virginia, Inc.

Mr. Larry M. Foster, General Manager, stated that authorization was requested to execute a deed transferring approximately 400 square feet of James City Service Authority property at 2889 Chickahominy Road to Bell Atlantic - Virginia, Inc., for placement of communication equipment and underground cable.

Staff recommended approval of the resolution.

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

Mr. McGlennon made a motion to approve the resolution.

The motion passed by unanimous voice vote.

RESOLUTION**DEED TO CONVEY RIGHT-OF-WAY TO****BELL ATLANTIC - VIRGINIA, INC.**

WHEREAS, Bell Atlantic - Virginia, Inc., has requested an easement on James City Service Authority (JCSA) property located at 2889 Chickahominy Road; and

WHEREAS, Bell Atlantic - Virginia, Inc. has offered to pay \$4,000.00 to the JCSA to acquire 400 square feet of the County Property as designated on a Plat recorded in Deed Book 456, Page 711; and

WHEREAS, there is no conflict between Bell Atlantic's proposal and the future use of the property planned by the JCSA.

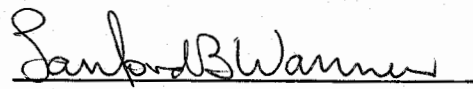
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, authorizes and directs the Chairman to execute a deed and any other document needed to convey the above-referenced property to Bell Atlantic - Virginia, Inc., in exchange for \$4,000.00.

D. BOARD REQUESTS AND DIRECTIVES

Mr. Edwards made a motion to adjourn.

The motion passed by unanimous voice vote.

The Board adjourned at 10:08 p.m.


Sanford B. Wanner
Secretary to the Board

KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to: JAMES CITY SERVICE AUTHORITY hereinafter referred to as Grantor, by BELL-ATLANTIC - VIRGINIA, INC., hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby GRANT, BARGAIN, SELL, TRANSFER, and CONVEY unto the Grantee, its successors, assigns, lessees and agents, a Right-of-Way and easement with the right to erect, operate, maintain, replace and remove a communication system, on a site, as shown on the attached exhibit labeled "Exhibit A" plat showing Right-of-Way easement to be conveyed to Bell Atlantic - Virginia, Inc., together with the necessary electric service telephone cables and conduit to and from said building, cabinets, terminals, location markers, and other appurtenances as the Grantee may from time to time require, upon, under, across, and over the land which the undersigned own or in which the undersigned have any interest. The easement and rights herein conveyed shall be upon land located and designated as follows: as shown on the above described attached "Exhibit A" and upon, under along and over the roads, streets and highways adjoining the said land together with the right of Ingress and Egress over, under and through the adjacent lands of the Grantor, its successors and assigns for the purpose of this easement as shown on the attached "Exhibit A". Said land being located in the Powhatan District, County of James City, and State of Virginia.

Grantor reserves the right to use the portion of this easement pertaining to ingress and egress for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any permanent structure or otherwise use the area contained within the easement so as to diminish or substantially interfere with Grantee's use of the same.

The Grantors warrant that together they possess both the fee simple title and present right-of-way dominion, control and possession of the property described herein; the Grantors shall not erect or construct any permanent structure or otherwise use the area contained within the easement so as to diminish or substantially interfere with Grantee's use of the same.

The Grantors herein shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities; and the Grantee shall hold Grantor harmless from any and all such claims, additionally, the Grantors shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of the easement or improvements thereon.

It is the intent of the parties that this easement be perpetual, however, in the event the Grantee abandons the easement, Grantee warrants that, if requested to do so by either Grantor, it will remove any improvements made by it to the property and restore the premises to its original condition.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, its successors and assigns, by reason of the installation, operation, and maintenance of the structures of improvements referred to herein. The Grantee COVENANTS to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, its successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the grantee, its successors, and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 22nd day of December, 1998.

M. Anderson Bradshaw (SEAL)

M. Anderson Bradshaw
Chairman, Board of Directors

_____ (SEAL)

_____ (SEAL)

COMMONWEALTH OF VIRGINIA
COUNTY OF JAMES CITY, to wit:

I, Mary Frances Rieger, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that M. Anderson Bradshaw whose name is signed to the foregoing writing bearing date on the 22nd day of Dec., 1998, has acknowledged the same before me in the jurisdiction aforesaid.

GIVEN under my hand this 22nd day of Dec., 1998.

Mary Frances Rieger
NOTARY PUBLIC

My commission expires on: Oct. 31, 2001.