

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY,
VIRGINIA, HELD ON THE TWENTIETH DAY OF APRIL, NINETEEN HUNDRED EIGHTY-SEVEN,
AT 1:02 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD,
JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Jack D. Edwards, Chairman, Berkeley District
Stewart U. Taylor, Vice-Chairman, Stonehouse District
William F. Brown, Roberts District
Perry M. DePue, Powhatan District
Thomas D. Mahone, Jamestown District

David B. Norman, County Administrator
Darlene L. Burcham, Assistant County Administrator
Frank M. Morton, III, County Attorney

B. MINUTES - April 14, 1987 - Budget Work Session
April 20, 1987 - Regular Meeting

Mr. Edwards asked if there were comments or corrections to the minutes.

Mr. Mahone said that on page one the motion to approve the minutes should read "as amended", not "as presented", and that on page three the name shown after number 13 should be "Warren Tignor", not "Warren Signer".

Mr. Mahone made a motion to approve the minutes as amended.

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

C. PRESENTATION

1. Peninsula Salvation Army, Emergency Shelter

Captain J. Robert Hartsook, Commanding Officer of the Virginia Peninsula Command of the Salvation Army, spoke of the need for an emergency shelter for homeless families. He requested the Board apply for grant funds for the proposed shelter, and further noted that the Salvation Army would operate the shelter and be responsible for raising funds for its continued operation.

Mr. Brown stated the shelter was an excellent idea to meet a community need.

Mr. Mahone stated that he agreed with Mr. Brown's comments, because the Salvation Army efficiently operates with a great deal of compassion.

Mr. Brown made a motion to approve the resolution.

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

R E S O L U T I O N

EMERGENCY SHELTER GRANT APPLICATIONS

WHEREAS, the Peninsula Salvation Army proposes to establish and operate an emergency shelter in our community; and

WHEREAS, there exists a critical need for such a facility to serve the emergency needs of families in this area; and

WHEREAS, several State and Federal grant programs exist to help fund such facilities; and

WHEREAS, the County Board of Supervisors is desirous of being supportive of community efforts to establish a shelter.

NOW, THEREFORE, BE IT RESOLVED that the James City County Board of Supervisors authorizes the County Administrator to apply for appropriate shelter grants with the understanding that funds received would be passed on by contractual arrangement to the Salvation Army for Shelter establishment and operation.

BE IT FURTHER RESOLVED that \$12,500 be designated from Operating Contingency on a continuing appropriation basis to serve as local match for any shelter grants that may be received.

D. HIGHWAY MATTERS

Mr. Edwards postponed Highway Matters until the Virginia Department of Transportation representative arrived.

E. PUBLIC HEARINGS

Mr. Tom Mahone, Chairman, convened the James City Service Authority Board of Directors by a roll call: Brown, Taylor, DePue, Edwards, Mahone.

Mr. Edwards opened the joint public hearing.

1. FY 88 Utility Sewer Rates and Fees

Mr. Sanford Wanner, Business Manager, stated the proposed changes were \$1.80 per 1,000 gallons, and \$1,050 assessment when local facilities are constructed by the Utility.

As no one wished to speak, Mr. Edwards closed the public hearing.

Mr. Mahone stated the rate changes are prudent, competitive, and necessary.

Mr. DePue stated that utilities are a bargain in James City County considering the costs of sewage treatment and provision of water.

Mrs. Burcham said the resolution would be formally adopted later with the budget.

Mr. Mahone recessed the James City Service Authority Board of Directors until a called meeting later in the afternoon.

2. Case No. SUP-5-87. Lillian Wallace

As no one wished to speak, Mr. Edwards opened and closed the public hearing.

Mr. Taylor made a motion to approve the special use permit.

Mr. Brown noted that the permit requires the removal of the single family home on the property.

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

R E S O L U T I O N

CASE NO. SUP-5-87. LILLIAN WALLACE

WHEREAS, it is understood that all conditions for the consideration of an application for a Special Use Permit have been met.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County that a Special Use Permit be granted for the placement of a mobile home on property owned and developed by the applicant as described below and on the attached site location map.

Applicant: Lillian Wallace

Real Estate Tax Map ID: (11-3)

Parcel No.: (1-5A)

Address: 289 Ivy Hill Road

District: Stonehouse

Zoning: A-1

- Conditions:
1. The mobile home must be skirted and meet the requirements of the Department of Housing and Urban Development Manufactured Home Construction and Safety Standards.
 2. The number of bedrooms shall not exceed two.
 3. The applicant shall submit an exact description, with identification, of the mobile home prior to placement of the mobile home. This permit is valid only for the mobile home provided for in that description. If the mobile home is removed, then this permit becomes void. Any replacement will require a new permit from the Board of Supervisors. If the permit is not exercised it shall become void one year from the date of approval.
 4. The existing single-family residence shall be removed from the property within 30 days of placement of the mobile home.
 5. A landscape plan for the property frontage along Ivy Hill Road shall be submitted to and approved by the Planning Department. Landscaping shall be installed by the end of the first growing season following placement of the mobile home on the property. Landscaping shall be maintained in a healthy growing condition and replaced when necessary.

3. Case No. SUP 7-87. Betty Jo Lankford

Mr. Allen Murphy, Planner, stated the application was for placement of a mobile home between Rochambeau Drive and Cloverleaf Lane and that the majority of the parcel lies within 300 feet of Interstate 64. The existing well and septic system are adequate to serve a two bedroom mobile home. Mr. Murphy stated the recommendation was denial.

Mr. Edwards opened the public hearing.

Mr. Andy Bradshaw, Toano, representing the applicant, said the heavily wooded area on Cloverleaf Lane was an ideal site for owning a home. Mr. Bradshaw further stated that the other lot owners of the subdivision had removed any restriction against placing mobile homes in the area, and that the neighborhood is in transition.

Mr. DePue asked if the 300-foot setback from the Interstate was a County requirement.

Mr. Larry Davis, Assistant County Attorney, said the Zoning Ordinance contained special requirements for mobile homes and that one of these was a 300-foot setback from certain roads, including the Interstate.

1. John Mercer, 4623 Rochambeau Road, who resides in a duplex dwelling, said it was his understanding that the area was zoned single family dwelling and that no additional duplexes would be built in the area.

2. H. Lindell Bell, 4619-A Rochambeau Road, said he agreed with Mr. Mercer's comments and preferred conventional homes in the area.

3. Larry Reavis, 4627 Rochambeau Road, said the trailer location would be very close to Rochambeau, and he opposed the special use permit.

4. Phillip Vaughn, 4629 Rochambeau Road, stated in June 1985 that a mobile home was not allowed on his lot while building his home, and he opposed the special use permit.

5. Hugh White, 122 Crescent Drive, who stated he has a financial interest in property across the road from the lot proposed for the mobile home, spoke in opposition to mobile homes being interspersed in a single family residential neighborhood.

Mr. Edwards closed the public hearing.

Mr. Brown said he could not support the permit because the location is primarily in an area for single family residences.

Mr. DePue stated his opposition was a result of the setback requirement and the resulting location of the mobile home on the lot.

Mr. Taylor suggested that staff prepare an alternative to the 300-foot setback requirement in the Zoning Ordinance.

Mr. Mahone made a motion to deny approval of the resolution.

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

Mr. Brown suggested it would be appropriate to have the Planning Commission recommend changes, additions, or deletions to the Ordinance.

Mr. DePue stated his desire for authority for the Board to make special exemptions, and he did not intend to suggest changing or eliminating requirements except under certain circumstances.

Mr. DePue made a motion that the Planning Commission examine the issue of the 300-foot setback requirement in the Mobile Home section of the Ordinance.

Mr. Edwards asked how this could be accomplished.

Mrs. Gussman replied that the Planning Commission could recommend a change or allow a waiver, and determine whether exceptions should or could be made.

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

4. Case No. SUP-8-87. Andrew R. New

Mr. Edwards opened the public hearing.

1. John Joyce, 101 Warrens Pond, Toano, asked the Board to deny the permit because the applicant had not shown good faith in building a home during the past two and one-half years.

2. Andrew New, applicant, spoke in favor of the permit and stated that he was now in a financial position to build a home.

Mr. Edwards closed the public hearing.

Mr. DePue felt that a one and one-half year time limit might be more appropriate.

Mr. New said he could not afford to build the house in that time frame.

Mr. DePue made a motion to amend the resolution limiting the permit to one and one-half years.

Mr. Morton commented that staff had discussed imposing a time limit by which construction would have to commence.

Mr. Taylor said that he supported the two and one-half years permit since the applicant owns the land.

Mr. Morton said that with a one-year limitation, the Building Official would inspect the property and make a recommendation for extension if construction was actually underway.

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

Mr. Taylor made a motion to approve the original resolution.

On a roll call, the vote was AYE: Taylor, Mahone (2). NAY: Brown, DePue, Edwards (3).

Mr. Edwards asked Mr. Morton to review the case and provide suitable language about a construction time limit at the next Board meeting.

5. Proposed Sale of Land

As no one wished to speak, Mr. Edwards opened and closed the public hearing.

Mr. DePue made a motion to approve the resolution.

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

R E S O L U T I O N

SALE OF 1.2076 ACRES ± - POWHATAN DISTRICT

WHEREAS, the Board of Supervisors of James City County is desirous of selling a parcel of land situate in Powhatan District, James City County, Virginia, containing 1.2076 acres ± shown as Parcel "C" on a plat entitled "Revised Plat of Public Service Area," dated February 18, 1987 a copy of which is attached hereto; and

WHEREAS, the Board of Supervisors has determined that such a sale is in the best interests of the residents of James City County and will not adversely impact the health, safety and welfare of said residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that they hereby authorize and direct the following:

1. That pursuant to Section 15.1-262 of the Code of Virginia, 1950, as amended, a public hearing was held on the proposed sale of land on April 20, 1987, and, subsequent thereto, the Board has determined the property described above shall be sold.
2. That the Chairman of the Board execute the Contract dated February 10, 1987 by and between James City County and Realtec, Inc., providing for the sale of the 1.2076 acres \pm for the consideration of \$773,038.40.
3. That the Chairman and Clerk to the Board be authorized to execute any and all documents or plats necessary to effectuate the sale of the property.

F. CONSENT CALENDAR

Mr. Edwards asked if any Board member wished to remove any items.

Mr. Brown asked that Item 4 be removed.

Mr. Edwards made a motion to approve the Consent Calendar with the exception of Item 4.

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

1. State-Local Foster Care Appropriation

R E S O L U T I O N

APPROPRIATION TO THE SOCIAL SERVICES DEPARTMENT

WHEREAS, the State Department of Social Services has provided supplemental funding to render additional services through the State-Local Foster Care Program of the local Department of Social Services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the following appropriation amendments:

Expenditures:

State-Local Foster Care Expenditures	\$ 3,640
Assistance to the Disabled	<u>(9,100)</u>
	\$(5,460)

Revenues:

Revenue From the Commonwealth	\$(5,460)
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2. State-Local Hospitalization Appropriation

R E S O L U T I O N

APPROPRIATION TO THE SOCIAL SERVICES DEPARTMENT

WHEREAS, the State Department of Social Services has provided \$2,502 in supplemental funding to render additional services through the State-Local Hospitalization Program of the local Department of Social Services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County hereby authorizes the following appropriation amendments:

Expenditures:

State/Local Hospitalization	\$ 3,336
Aged/Auxiliary Grants	<u>(4,170)</u>
	\$ (834)

Revenues:

Revenue from the Commonwealth	\$ (834)
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3. VPSA Bond Issue

R E S O L U T I O N

RESOLUTION RATIFYING THE AWARD OF \$8,600,000 SCHOOL BONDS, SERIES OF 1987A, OF JAMES CITY COUNTY, VIRGINIA, TO THE VIRGINIA PUBLIC SCHOOL AUTHORITY, AND AMENDING THE RESOLUTION AUTHORIZING SUCH BONDS

WHEREAS, by resolution adopted on March 16, 1987 (the Prior Resolution), the Board of Supervisors of James City County, Virginia (the County), authorized the issuance of \$8,600,000 School Bonds, Series of 1987A (the Bonds); and

WHEREAS, such resolution authorized the Clerk to the Board to award the Bonds to the Virginia Public School Authority (the Authority) at an interest rate not more than one-tenth of one percent (1/10 of 1%) above the true interest cost to the Authority on the bonds it will sell to provide funds to purchase the Bonds, but in no event greater than 9% per year; and

WHEREAS, on April 1, 1987, the Clerk to the Board awarded the Bonds to the Authority at an interest rate of 6.34% per year on behalf of the County; and

WHEREAS, it is necessary to amend the Prior Resolution to correct the provisions for early redemption of the Bonds.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JAMES CITY COUNTY, VIRGINIA:

1. The action of the Clerk to the Board on April 1, 1987, awarding the bonds to the Authority, is hereby ratified, approved and confirmed, and that the Bonds shall bear interest at the rate of 6.34% per year.
2. The first paragraph of section 5 of the Prior Resolution is hereby amended to read as follows:

5. Bonds maturing on or before December 15, 1996, are not subject to redemption prior to maturity. Bonds maturing on or after December 15, 1997, are subject to redemption prior to maturity at the option of the County on or after December 15, 1996, in whole at any time or in part in inverse order of maturity on any interest payment date, upon payment of the principal amount of the bonds to be redeemed plus interest accrued and unpaid to the redemption date and a redemption premium of 2% of such principal amount if redeemed on or prior to June 15, 1997, 1-1/2% if redeemed thereafter and on or prior to December 15, 1997, 1% if redeemed thereafter and on or prior to June 30, 1998, 1/2 of 1% if redeemed thereafter and on or prior to December 15, 1998, and without premium if redeemed thereafter.
3. The form of the Bonds shall be amended to conform to such changes in the provisions for early redemption.
4. Except as amended hereby, the Prior Resolution is hereby ratified and confirmed.
5. This resolution shall take effect immediately.

5. York County and New Kent County Landfill Contracts, FY 88

R E S O L U T I O N

YORK COUNTY AND NEW KENT COUNTY
LANDFILL AGREEMENTS

WHEREAS, James City County currently has agreements with York County and New Kent County to allow certain waste to be disposed of at the James City County Landfill; and

WHEREAS, the costs associated with accepting such wastes justify that York County and New Kent County should pay an increased fee for the acceptance of such waste; and

WHEREAS, a fee of \$25 per ton is an appropriate and reasonable fee for the acceptance of waste material.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator is authorized and directed to negotiate and enter into a new agreement specifying a fee of \$25 per ton for the acceptance of certain York County waste material.

BE IT FURTHER RESOLVED that the County Administrator is authorized and directed to notify New Kent County that pursuant to the existing landfill agreement the fee for acceptance of New Kent County refuse shall be increased to \$25 per ton.

6. Virginia Cooperative Extension Week, April 20-26, 1987

R E S O L U T I O N

VIRGINIA COOPERATIVE EXTENSION SERVICE WEEK
APRIL 20 THROUGH APRIL 26, 1987

WHEREAS, James City County commercial farmers contribute to the production of food and fiber for the county, the state, the nation, and the world, and Extension education programs are helping them learn marketing and production techniques designed to restore profitability to agriculture; and

WHEREAS, James City County families are its most valuable resource and Extension can help them take advantage of economic opportunities ranging from learning to establish home-based business to educating community leaders to attract capital investment and plan for development; and

WHEREAS, a healthy society is built on a healthy populace, and the County's concern of reducing infant mortality, promoting healthy food habits, avoiding accidents and pesticide poisonings are among these in which Extension expertise is reducing the waste caused when preventable health problems are not overcome; and

WHEREAS, every individual in James City County has inherent qualities that can contribute to resolving critical issues, and Extension seeks to develop these human qualities in all individuals so they can more successfully deal with contemporary life-style problems and prepare for future leadership roles; and

WHEREAS, the natural resources of James City County are entrusted to us for only a short time, and Extension is teaching Virginians to protect and nurture those resources so that they will remain as long-term assets in the economic, physical, and social life of the county; and

WHEREAS, work aspects are a vital and everyday part of the lives of many citizens and Extension is seeking to upgrade workers and entrepreneurs by offering continuing education workshops, facilitating the licensing and recertification of professionals and transferring appropriate technology to Virginia business and industry.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County does hereby proclaim Extension Week, April 20-26, in order to recognize the Virginia Cooperative Extension Service's efforts to address the critical issues through educational programs so that research-based knowledge will foster a thriving economy and social well-being in James City County.

7. Fair Housing Month, April 1987

R E S O L U T I O N

FAIR HOUSING MONTH

WHEREAS, the Federal and State Governments have declared April as Fair Housing Month; and

WHEREAS, fair housing is consistent with the principles upon which this country was founded; and

WHEREAS, this year marks the nineteenth anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968; and

WHEREAS, the Board of Supervisors endorses and promotes the concept of Fair Housing in the County.

NOW THEREFORE BE IT RESOLVED by the James City County Board of Supervisors that April 1987 be designated as Fair Housing Month in the County.

8. Revised Charter for Police Academy

R E S O L U T I O N

HAMPTON ROADS REGIONAL ACADEMY OF CRIMINAL JUSTICE

WHEREAS, the Board of Directors of the Peninsula Tidewater Academy of Criminal Justice is desirous of changing the name of the Academy to the Hampton Roads Regional Academy of Criminal Justice and making other adjustments as set forth in a revised charter.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that it hereby authorizes David B. Norman and Robert C. Key, the County's appointees to the board of the Hampton Roads Regional Academy of Criminal Justice, to execute the revised charter.

9. Authorization to Extinguish Property Lines/Landfill Expansion

R E S O L U T I O N

AUTHORIZATION TO EXTINGUISH
PROPERTY LINES/LANDFILL EXPANSION

WHEREAS, the County of James City has recently acquired property for landfill expansion purposes as shown on a plat entitled, "Survey of the Properties of D. W. Ware, Sr., and J. B. Cowles, Jr. (Now James City County), James City County, Virginia" drawn by AES, a professional corporation, and dated August 30, 1982 and last updated February 10, 1987; and

WHEREAS, the County owns property adjacent to that recently acquired and desires to incorporate these properties into one parcel by extinguishing lines on the abutting properties.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that it hereby authorizes and directs the Chairman to sign the said plat indicating the line extinguishment shown thereon is with the free consent and in accordance with the wishes and desires of the owners, James City County.

10. Appointment of Director of Emergency Services

R E S O L U T I O N

APPOINTMENT - DIRECTOR OF EMERGENCY SERVICES

WHEREAS, Section 44-146.19 of the Code of Virginia, 1950, as amended, provides that counties shall appoint a Director of Emergency Services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that it hereby appoints the County Administrator as the Director of Emergency Services.

4. Coastal Resources Management Program Grant

Mr. Brown asked the purpose of the grant given the workload of the Planning Department.

Mrs. Gussman responded that a consultant would perform the work and the Planning staff's involvement would be minimal.

Mr. Brown made a motion to approve the resolution.

Mr. Taylor said that he felt the study was not needed.

Mrs. Burcham commented that staff felt the grant would give the County an opportunity to get additional information which would be helpful.

Mrs. Gussman noted that the resolution had been revised to appropriate the \$14,160 grant as well as the local match.

Mr. DePue spoke in favor of the resolution.

Mr. Edwards asked if deferral for two weeks for additional information was needed.

Mrs. Gussman said the consultant should begin work by June 1, 1987.

Mrs. Burcham noted that Board approval was needed before requesting proposals, and that the proposal process takes thirty days.

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

R E S O L U T I O N

COASTAL RESOURCES MANAGEMENT PROGRAM GRANT

WHEREAS, the Council on Environmental Quality of the State of Virginia has awarded James City County a grant in the amount of \$14,160 under the Coastal Resources Management Program for the creation of a Conservation Area Protection Plan; and

WHEREAS, said grant requires a local match in the amount of \$1,440.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County approves the transfer of \$1,440 from Operating Contingency on a continuing appropriation basis to the Board of Supervisors' Professional Services Account as a local match to the Coastal Resources Management Program grant and appropriates, on a continuing basis, \$14,160 in grant funds for a total project cost of \$15,600.

D. HIGHWAY MATTERS (Postponed earlier in afternoon)

Mr. Frank Hall reported that a consultant engineer for design work for the Grove Interchange is now working and that project will be advertised in approximately two years.

Mr. Taylor asked that the Chickahominy Road and Little Creek Dam Road intersection be checked because of standing water.

Mr. Mahone asked that the speed limit on Jamestown Road at Sandy Bay Road be monitored and the results shared with him.

Mr. DePue asked Mr. Hall for 1) a recommendation for turn lanes or a stoplight on Jamestown Road near the Colony Square Shopping Center at the exit from the Williamsburg Office Park area, and 2) a response on installation of turn lanes at Windsor Forest, and a stoplight at Longhill and Olde Towne Road.

Mr. Edwards requested information on the road flooding near the Chisman concrete plant.

Mr. Hall replied that the former occupant washed out trucks there, and debris has entered the ditches.

Mr. Edwards also asked Mr. Hall to call him about the right turn lane at the stoplight at the intersection of Route 199 and Route 5.

Mr. Brown said Busch Properties was planning, at its expense, to make Mounts Bay Road four lanes with a right turn lane and island at Route 199. Plans will be given to the Highway Department as soon as available, with the work hopefully finished before July.

The Board recessed at 2:40 p.m. and reconvened at 3:02 p.m.

G. BOARD CONSIDERATIONS

1. PSA Adjustment

Mrs. Gussman stated the proposal is to extend the Primary Service Area to include land between France Swamp, Croaker Road, Rochambeau Drive, and the CSX railroad tracks. Staff recommends that the area not be enlarged until a commitment is made that a desirable commercial development will locate within the area or until completion of the interchange plan and resultant rezoning.

Mr. Brown commented that all involved parties were present to determine if the adjustment should be made to the area.

Dan Nice, developer, stated the hotel contract would not be entered into until there is a guarantee that the site would be included in the Primary Service Area.

John Edgerton, sales associate of Drucker & Falk, said the contract with Nice Brothers was signed with the contingency that public sewer and water would be available to the property, which is the primary site for the hotel. He further stated time was very important, but there is no guarantee the hotel would be built this year. He also stated a part of the parking lot area needs to be rezoned.

Mr. Taylor asked if the hotel could be built without the Primary Service Area adjustment.

Mr. Edgerton replied that he would not advise the client to build without public sewer.

Mr. DePue stated that extending the Primary Service Area is an important issue, and the hotel would have a potentially positive benefit to the County.

Mr. DePue made a motion that staff prepare a resolution to extend the Primary Service Area to include this area.

Mr. Taylor questioned what area was included in the extension and whether the full interchange should be included.

Mrs. Burcham stated that staff would not be prepared to recommend further extension at this time.

Mr. DePue said that he valued staff's thoughts and would like to have John Brown make an economic impact analysis.

Mr. Brown stated that he opposed returning this issue to the Planning Commission.

Mr. DePue clarified that the motion was to consider a resolution at the next Board meeting and not a commitment to vote for this case.

Mr. Norman commented that he would like to be actively involved in this case as he felt it was important to secure the type of development that would benefit the County.

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

2. Virginia Supplemental Retirement System

Mrs. Burcham reported that the retirement benefit was based on the number of years worked as opposed to age; therefore, the longer an employee works, the higher the percentage of the average salary received as the retirement benefit.

Mr. Mahone said allowing retirement at age 55 with 70% of benefits would be a poor business decision.

Mrs. Burcham said that retirement at age 55 with 30 years produces a benefit of 49% of salary, with an employee having to work 34 to 35 years for 57% benefits.

Mr. DePue asked if VSRS was a State pool of benefits.

Mrs. Burcham said the County has a separate account on which its rate is based.

Mr. Edwards commented that benefit levels were determined by the State legislature.

Mr. Brown said that the place of last employment determined the benefits received, and James City County employees would be at a disadvantage if the resolution failed. He further inquired if Constitutional Officers would be included. Carlyle Ford, Commissioner of Revenue, replied that Constitutional Officers are under the County personnel plan.

Mr. Edwards made a motion to approve the resolution.

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

R E S O L U T I O N

VIRGINIA SUPPLEMENTAL RETIREMENT SYSTEM/
EARLY RETIREMENT

WHEREAS, the General Assembly has passed legislation effective March 1, 1987 giving localities the option of permitting their employees to retire at age 55 with 30 years of creditable service.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that pursuant to Section 51-111.55 of the Code of Virginia, 1950, as amended, the Board hereby elects to provide early retirement benefits to its employees at age 55 or thereafter with 30 years of creditable service.

3. Adoption of the FY 88 Budget

John McDonald, Director of Financial and Management Services, said that the resolution appropriates revenues to various categories in the County budget. The tax rate is \$.63 per \$100 assessed value and the fee changes for the landfill and water are incorporated in the appropriation resolution.

Mr. Mahone said this was an inflationary budget, and made a motion to reduce the department budgets by one and one-fourth percent to reduce the tax rate by an additional cent, and that staff should determine where the reductions would be made. Mr. Mahone also stated that he felt two additional positions should be eliminated.

Mr. Taylor mentioned that Farmers' Market should be taken out and voted on separately.

Mr. Edwards said he would advise at the proper time when to remove the Farmers' Market for a separate vote.

Mr. Brown said that he was sympathetic to the motion to cut two new positions, but all the new positions were needed.

Mr. DePue said he could not support the motion because a further reduction in the tax rate would make next year's budget more difficult, and that last minute changes are not always productive.

On a roll call, the vote was AYE: Taylor, Mahone, (2). NAY: Brown, DePue, Edwards (3).

Mr. Edwards made a motion to approve the budget resolution with the Farmers' Market excluded.

Mr. DePue said he would support the motion, but stated his concerns about the Farmers' Market.

Mr. Edwards said that the future is always uncertain, and that one problem for elected officials is taking a long view. This budget was prepared in an attempt to cushion what might occur in a few years. The contingency fund is below 1%, authorities say it should be 2-5%. Two new schools will open in 1989 with additional operating expenditures of \$500,000 or more.

Mr. Edwards continued by saying that not much could be done about the rate of growth in an attractive community. It is much more difficult to raise taxes by \$.06 than to lower the rate. He feels we are not being prudent about the future and that services will suffer as a result of the tax cut. He concluded that he would support the motion.

Mr. Brown said this was a very unusual budget with significant service improvements, a number of special studies approved, a 10% teachers' salary increase, two new schools, and air conditioning for two schools, with the largest tax rate reduction in the County's history. Mr. Brown concluded that he was optimistic about growth and revenues, and thought it appropriate to defer decisions until expenses occur. Mr. Brown stated this is a good budget; one the County can be proud of.

Mr. DePue said the taxpayer should pay only for current needs and not provide a cushion for future needs. He concluded that the budget was a reasonable one.

Mr. Taylor stated that cutting the tax rate is a good thing for the taxpayer. He concluded that he would vote for the budget.

Mr. Edwards made a motion to approve the budget with the Farmers' Market excluded.

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

Mr. Brown made a motion to approve the contribution to the Industrial Development Authority for the Farmers' Market.

On a roll call, the vote was AYE: Brown, Mahone, Edwards (3). NAY: DePue (1). Abstain: Taylor (1).

R E S O L U T I O N

RESOLUTION OF APPROPRIATION

WHEREAS, the County Administrator has prepared a Proposed Budget for the fiscal year beginning July 1, 1987, and ending June 30, 1988, for information and fiscal planning purposes only; and

WHEREAS, it is now necessary to appropriate funds to carry out the activities proposed therein and to set tax rates on real estate, tangible personal property and machinery and tools to provide certain revenue in support of those appropriations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of James City County, Virginia, that:

- The following amounts are hereby appropriated in the General Fund for the offices and activities in the amounts as shown below:

GENERAL FUND EXPENDITURES

Legislative Services	\$ 525,444
Administrative Services	471,784
Elections	87,726
Financial Administration	1,115,657
General Services	914,313
Planning and Development	969,167
Public Works	629,065
Judicial Administration	264,790
Public Safety	4,398,049
Community Services	1,136,074
Education	12,011,989
Public Health and Welfare	782,338
Contributions	812,672
Non-Departmental	872,797

Total General Fund Expenditures \$24,991,865

The appropriation for education includes \$10,965,543 as a contribution to the Williamsburg-James City County Schools.

GENERAL FUND REVENUES

General Property Taxes	\$16,409,948
Other Local Taxes	3,489,000
Licenses, Permits and Fees	2,292,500
Fines and Forfeitures	30,000
Revenue from Use of Money	
and Property	306,300
Revenue from the Commonwealth	3,154,458
Revenue from the Federal Government	8,000
Charges for Current Services	49,551
Miscellaneous Revenues	104,095
Annexation	125,000
Contributions to Capital Projects Fund	(976,987)

Total General Fund Revenues \$24,991,865

- That the tax rates be set on the following property for the amounts shown below and revenues appropriated in the following classifications:

TAX RATES

Real Estate on each \$100 Assessed Value	\$.63
Tangible Personal Property on each \$100 Assessed Value	4.00
Machinery and Tools on each \$100 Assessed Value	4.00

- That the following amounts are hereby appropriated for the funds as indicated in the amounts as shown below:

CAPITAL PROJECTS FUND

Revenues:

FY 1987 Carryforward	\$ 870,116
Contribution - General Fund	976,987
Reallocation - Capital Project Balances	400,100
Bonded Indebtedness	<u>4,600,000</u>

Total Capital Projects Fund Revenues \$6,847,203

Expenditures:

Schools	\$5,428,025
Recreation	119,000
Public Safety	195,000
Development Projects	125,000
General	313,700
Public Works	160,000
Solid Waste	335,000
Capital Contingency	<u>171,478</u>

Total Capital Projects	
Fund Expenditures	<u>\$6,847,203</u>

DEBT SERVICE FUND

Beginning Fund Balance	<u>\$ 921,510</u>
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Revenues:

Interest - Lease Purchase	
Deposit	21,000
From General Fund - General	560,000
From General Fund - Schools	1,040,000
Interest on Bond Proceeds	<u>427,830</u>

Total Debt Service Fund Revenues	<u>2,048,830</u>
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\$2,970,340

Current Year Expenditures	<u>\$1,940,436</u>
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Ending Fund Balance	<u>\$1,029,904</u>
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VIRGINIA PUBLIC ASSISTANCE FUNDRevenues:

From Federal Government	\$ 54,887
From the Commonwealth	931,493
From the General Fund	323,489
Fund Balance	<u>5,000</u>

Total Virginia Public Assistance	
Fund Revenues	<u>\$1,314,869</u>

Expenditures:

Administration and Assistance	<u>\$1,314,869</u>
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Total Virginia Public Assistance	
Fund Expenditures	<u>\$1,314,869</u>

COMMUNITY DEVELOPMENT FUNDRevenues:

General Fund	\$ 52,973
Generated Program Income	<u>250,000</u>

Total Community Development	
Fund Revenues	<u>\$ 302,973</u>

Expenditures:

Administration and Programs	<u>\$ 302,973</u>
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Total Community Development Fund	
Expenditures	<u>\$ 302,973</u>

SANITARY DISTRICT NO. 2

Revenues	<u>\$ 293.621</u>
Expenditures	<u>\$ 293.621</u>

4. The County Administrator be authorized to transfer funds and personnel from time to time within and between the offices and activities delineated in this Resolution as he may deem in the best interest of the County in order to carry out the work of the County as approved by the Board of Supervisors during the coming fiscal year.
5. The County Administrator be authorized to administer the County's Personnel Policy and Pay Plan as previously adopted by the Board of Supervisors with a 2.0 percent employee salary and wage increase to be granted effective July 1, 1987. The average merit increase for the employees shall be funded at 5.0 percent of salaries with a range from 0 to 7.0 percent.
6. The County Administrator be authorized to implement the position reclassifications as proposed in the FY 1988 Budget and to grant 5% pay adjustments to those who fall below the new entry pay level for those positions.

4. Ordinance Amendment - Landfill Charges

Mr. Brown made a motion to approve the Ordinance.

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

H. PUBLIC COMMENT

Mr. John Kozel, 116 Jordans Journey, said he had attended most of the budget meetings for the past ten years. He stated that he very much appreciated the democratic process. He commended the Board for the action taken and for doing a good job in meeting the needs of the taxpayers of James City County. He further stated that he would be willing to financially support a tax increase if and when it was necessary in the future to raise the tax rate.

I. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Norman said that he had no reports.

J. BOARD REQUESTS AND DIRECTIVES

Mr. Taylor asked if the Route 5 property had been resolved, and Mrs. Burcham replied it had not been.

Mr. DePue mentioned that he was writing a letter to the editor of the Gazette setting the record straight in reply to the citizen who remarked the Board of Supervisors had approved 4,000 new homes on Longhill Road, and bragged about the growth in James City County.

Mr. DePue paid homage to the late Willis Jensen, who was a very special person to him and to the residents of James City County. He felt Mr. Jensen represented the epitome of what was best about the Norwegian Americans who moved to Norge around the turn of the century. Mr. Jensen was not one to criticize, but always said to do your best.

Mr. Taylor agreed with Mr. DePue's sentiments.

Mr. Edwards made a motion to adjourn.

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

The Board adjourned at 4:25 p.m.



David B. Norman
Clerk to the Board

mls
0190w

CONTRACT

THIS CONTRACT is made as of the 10th day of February, 1987, between JAMES CITY COUNTY, a political subdivision of the Commonwealth of Virginia ("Seller"), and REALTEC INCORPORATED, a North Carolina corporation, successor by merger to Ford's Colony at Williamsburg, Inc., a Virginia corporation, ("Purchaser").

RECITALS:

A. Seller desires to sell and Purchaser desires to buy all that certain real estate located in James City County, Virginia, which real estate is more particularly described in Exhibit A attached hereto (the "Property").

B. The Property is contiguous with and adjacent to certain other real property owned by Purchaser and, as such, the Property has unique value to Purchaser.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Purchaser and Seller, the parties agree as follows:

1. Purchase Agreement. In consideration of the mutual covenants and the purchase price herein provided, Seller agrees to sell and Purchaser agrees to buy the Property.

2. Purchase Price. The purchase price for the Property is Seven Hundred Seventy Three Thousand Thirty Eight Dollars and Forty Cents (\$773,038.40). The Purchaser shall pay the purchase price to Seller or to such other entity as Seller may direct, as follows: (i) the sum of Three Hundred and Fifty Three Thousand Dollars (\$353,000.00) shall be due at settlement, and (ii) the delivery by Purchaser of its purchase money note in the amount of Four Hundred Twenty Thousand Thirty Eight Dollars and Forty Cents (\$420,038.40) payable to the order of Seller ("Note"). A copy of the Note is attached hereto as Exhibit B. The Note shall be secured by a second deed of trust ("Deed of Trust") on an 85.2 acre parcel of land ("Security Land"). A copy of the Deed of Trust is attached hereto as Exhibit C. The Security Land is more particularly described in the Deed of Trust. Seller acknowledges that the Security Land is currently encumbered by the lien of a first deed of trust ("First Deed of Trust") recorded in the

page 803 and that the lien of the Deed of Trust shall be subordinate in all respects to the lien of the First Deed of Trust.

3. Settlement. Settlement shall occur on the date which is thirty (30) days after the execution of this Contract by Seller, but not later than June 30, 1987, at the offices of McGuire, Woods, Battle & Boothe, Williamsburg, Virginia. At Settlement, Seller shall deliver to Purchaser a duly executed special warranty deed conveying all of Seller's rights, title and interest in the Property to Purchaser. Seller shall also provide Purchaser with evidence satisfactory to Purchaser that Seller is entitled to convey the Property to Purchaser. Seller shall also deliver to Purchaser an owner's affidavit as to mechanics' liens and possession in the customary form.

4. Title. Seller shall convey good and marketable title to the Property, subject only to title exceptions that do not materially and adversely affect marketability of title to the Property. Purchaser agrees that at March 10, 1987, Seller has good and marketable title to the Property. All apportionable items (if any) shall be prorated at closing. If required by law, Seller shall pay the grantor's tax imposed on the deed by Va. Code Ann. §58.1-802, its own counsel fees, the cost of preparing the deed and the cost of clearing any title objection which Seller undertakes to cure; all other recording costs, fees and closing expenses shall be borne by Purchaser.

5. Miscellaneous.

(a) If either party defaults hereunder, the non-defaulting party may, at its election, pursue such remedies as are available to it at law or in equity.

(b) All notices to be given hereunder shall be in writing and sent by U. S. Certified mail, return receipt requested, if to Seller at:

County Administrator
P. O. Box JC
Williamsburg, Virginia 23187-3627

with copy to:

Frank M. Morton, III, Esquire
Office of County Attorney
James City County
P. O. Box JC
Williamsburg, Virginia 23187-3627

or if to Purchaser at:

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Realtec Incorporated
One Ford's Colony Drive
Williamsburg, Virginia 23185

with copy to:

Vernon M. Geddy, Jr., Esquire
c/o McGuire, Woods, Battle & Boothe
P. O. Box 379
Williamsburg, Virginia 23187

or to such other address as the party to receive such notice may hereafter specify by written notice to the other.

(c) Seller and Purchaser each covenants that it has involved no real estate agent or broker in this transaction and shall indemnify and hold the other harmless from any breach of this representation.

(d) This Contract represents the entire agreement between the parties and contains the entire understanding of the parties with respect to the Property. This Contract further supersedes all prior agreements and understandings between the parties. The parties further acknowledge that neither has relied upon any written or oral representation by the other, except those covenants, representations and warranties, if any, as are set forth herein. Any modification of this Contract shall be in writing and signed by the parties hereto.

(e) All pronouns used herein shall be construed as being of such number and gender as the context may require. This Contract shall be construed in accordance with the laws of the Commonwealth of Virginia.

(f) The risk of loss or taking shall remain with Seller until settlement.

(g) This Contract shall be binding upon the respective parties hereto and their successors and assigns.

(h) Purchaser will, on written request of Seller, deliver to Seller no more frequently than annually its audited financial statements showing its balance sheet, which shall be kept confidential by Seller. This covenant shall survive the purchase and sale herein provided.

WITNESS the following signatures.

JAMES CITY COUNTY, a political
subdivision of the Commonwealth
of Virginia.

Date:

By: _____

Title: _____

REALTEC INCORPORATED, a North
Carolina corporation

Date:

3/11/87

By: Brian F. Paul

Title: V.P.

VMG/jls/f

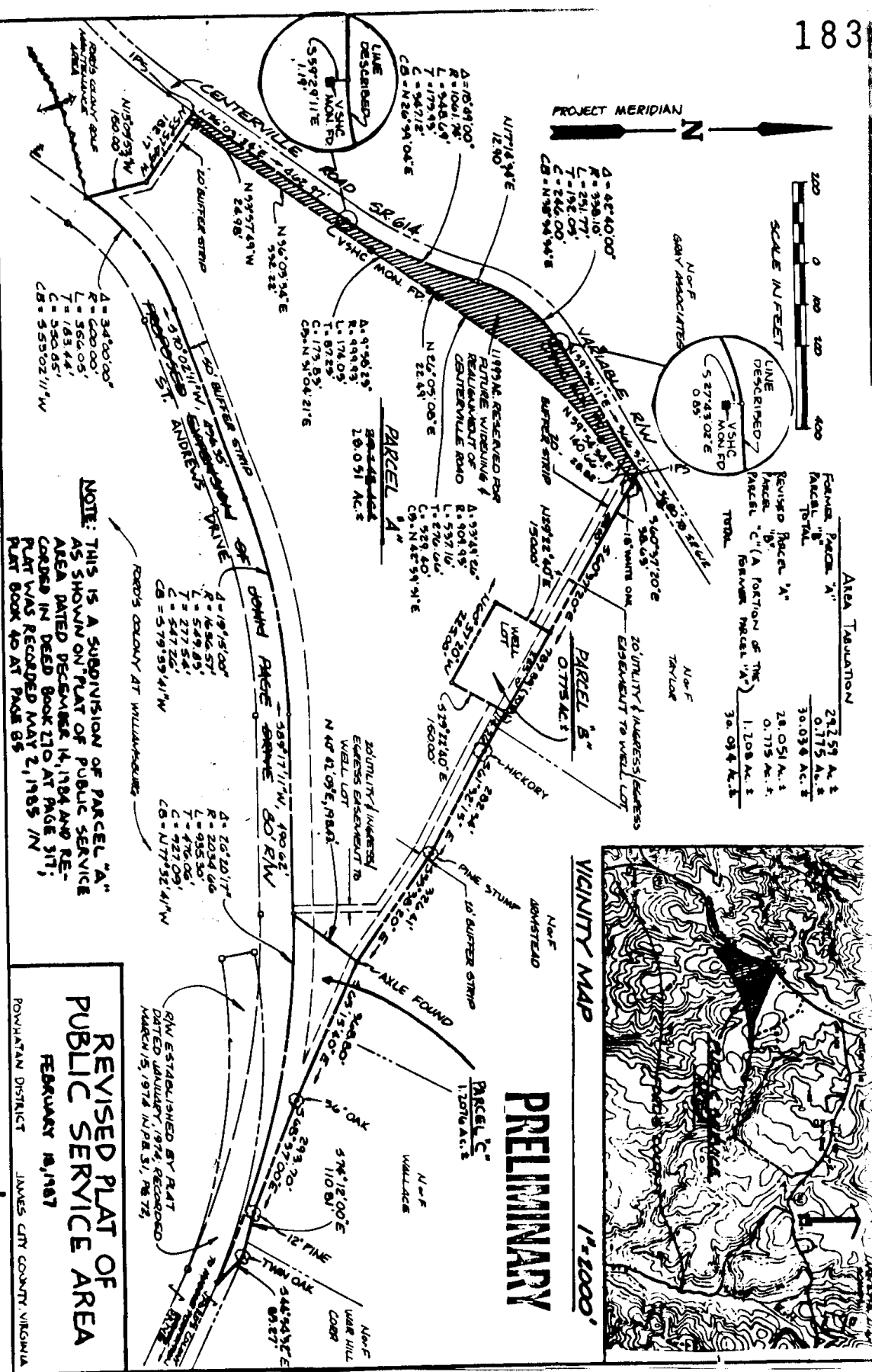


EXHIBIT A

That certain piece or parcel of land, situate in Powhatan District, James City County, Virginia, containing 1.2076 acres ± and set out and shown as PARCEL "C" on a plat entitled "REVISED PLAT OF PUBLIC SERVICE AREA," dated February 18, 1987, and hereto attached as part of this description.

EXHIBIT B

DEED OF TRUST NOTE

\$420,038.40

March , 1987
James City County, Virginia

REALTEC INCORPORATED, a North Carolina corporation (the "Borrower"), for value received, hereby promises to pay to the order of the COUNTY OF JAMES CITY, VIRGINIA ("Noteholder"), at P. O. Box JC, Williamsburg, Virginia 23187, or at such other address as the Noteholder shall specify in writing to the Borrower, the principal sum of Four Hundred Twenty Thousand Thirty Eight and 40/100 Dollars (\$420,038.40) without interest, in fifteen (15) equal installments of principal only in the amount of Twenty Eight Thousand Two and 56/100 Dollars (\$28,002.56), the first of said installments being due and payable on December 31, 1987, and a like installment on each successive June 30 and December 31, thereafter until said debt is paid in full.

This Note is secured by a Deed of Trust, dated as of the date hereof (the "Mortgage"), from the Borrower to Vernon M. Geddy, Jr. and Frank M. Morton, III, Trustees.

The Borrower may prepay this Note in whole or in part at any time without penalty or premium.

Should any default be made in the payment of this Note or in the performance of the covenants or conditions of the Deed of Trust or upon default under any other obligation secured by a lien on the property described in the Deed of Trust and if any such default is not cured within fifteen (15) days after written notice from Noteholder to Borrower, or upon application for the appointment of a receiver for a maker, endorser or guarantor hereof, or upon the filing of a petition in bankruptcy by or against a maker, endorser or guarantor hereof, the entire unpaid amount hereof shall become due and payable forthwith at the election of the holder of this Note without further notice. Failure to exercise this option upon any default shall not constitute a waiver of the right to exercise said option in the event of any subsequent default.

The Borrower agrees to pay all expenses, including reasonable attorney's fees, incurred in collecting this Note or in preserving or disposing of any collateral granted as security for the payment of this Note or in defending any claim arising out of the execution of this Note or the obligation which it evidences.

The Borrower waives presentment, demand, protest and notice of dishonor, waives all exemptions, whether homestead or otherwise, as to the obligation evidenced by this Note, waives any rights which it may have to require the Noteholder to proceed against any other person, agrees that without notice to any

obligor and without affecting any obligor's liability, the Noteholder, at any time or times, may grant extensions of the time for payment or other indulgences to any obligor or permit the renewal of this Note, or permit the substitution, exchange or release of any security for this Note and may add or release any obligor primarily or secondarily liable, and agrees that the Noteholder may apply all moneys made available to it from any obligor or, except as otherwise provided in the Mortgage, the proceeds from the disposition of any security for this Note either to this Note or to any other obligation of any obligor to the Noteholder.

The Noteholder shall not be deemed to have waived any of the Noteholder's rights or remedies hereunder unless such waiver is express and in a writing signed by the Noteholder, and no delay or omission by the Noteholder in exercising, or failure by the Noteholder on any one or more occasions to exercise, any of the Noteholder's rights hereunder or under the Note, or at law or in equity, including, without limitation, the Noteholder's right, after any Event of Default, to declare the entire indebtedness evidenced hereby immediately due and payable, shall be construed as a novation of this Note or shall operate as a waiver or prevent the subsequent exercise of any or all of such rights. Acceptance by the Noteholder of any portion or all of any sum payable hereunder whether before, on or after the due date of such payment, shall not be a waiver of the Noteholder's right either to require prompt payment when due of all other sums payable hereunder or to exercise any of Noteholder's rights, powers and remedies hereunder or under the Note. A waiver of any right in writing on one occasion shall not be construed as a waiver of the Noteholder's right to insist thereafter upon strict compliance with the terms hereof without previous notice of such intention being given to the Borrower, and no exercise of any right by the Noteholder shall constitute or be deemed to constitute an election of remedies by the Noteholder precluding the subsequent exercise by the Noteholder of any or all of the rights, powers and remedies available to it hereunder, under the Note, or at law or in equity.

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed as of the date first above written by its corporate officer, duly authorized.

REALTEC INCORPORATED, a
North Carolina corporation

By: _____

Its:

Trustee has executed this Note for identification purposes only:

Trustee

VMG/jls/f10

EXHIBIT C

DEED OF TRUST

THIS DEED OF TRUST is made as of this ____ day of March, 1987, between REALTEC INCORPORATED, a North Carolina corporation ("Grantor"), and VERNON M. GEDDY, JR. of the City of Williamsburg, Virginia, and FRANK M. MORTON, III of the County of James City, Virginia, as Trustees ("Trustees").

W I T N E S S E T H :

In consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, Grantor hereby grants and conveys with General Warranty unto the Trustees, the real estate situated in the County of James City, Virginia, and described on Exhibit A attached hereto (the "Property").

This conveyance is subject to easements, conditions and restrictions of record insofar as they may lawfully affect the Property.

This conveyance is made in trust to secure to the holder thereof ("Noteholder"), the payment of all sums owing under a certain non-interest bearing note of even date herewith (the "Note") in the original principal sum of Four Hundred Twenty Thousand Thirty Eight and 40/100 Dollars (\$420,038.40). The Note was made by Grantor payable to the order of the County of James City at P. O. Box JC, Williamsburg, Virginia 23187, or at such other place as the Noteholder may designate in writing. The indebtedness is payable as specified in the Note. If not sooner paid, the entire indebtedness evidenced by the Note shall be due and payable on December 31, 1994.

The Note contains provisions relating to the payment of attorneys' fees and the right of prepayment.

The indebtedness secured hereby is subject to acceleration or the terms thereof being modified at the option of Noteholder should the Property be sold or conveyed without the prior written consent of Noteholder; provided, however, Noteholder acknowledges and agrees with Grantor that Grantor may obtain partial releases from the Deed of Trust by (i) the payment to Noteholder of a release fee in the amount mutually agreeable to Grantor and Noteholder, or (ii) the substitution of other property having a comparable value to the property being released. In the event the parties cannot agree as to the value of the property to be

released, an MAI appraiser experienced with real estate in the James City County area shall be selected by Grantor and such appraiser shall, thereafter, submit his appraisal within thirty (30) days. The cost of the appraisal shall be paid by Grantor. All release fees shall be credited in inverse order against the principal amount of the Note and shall reduce the overall indebtedness of Grantor to Noteholder. All such lands so released, shall, to the greatest extent possible, be contiguous to other portions of the Property theretofor released; provided, however, Grantor shall be entitled to the release of any portion of the Property whether such piece is contiguous to other land theretofor released so long as such releases do not eliminate reasonable access to any unreleased portions of the Property. The foregoing notwithstanding, Grantor shall have the right to obtain the release of any portions of the Property required for utility and drainage easements, public rights of way and roads without the payment of any consideration or release fees to Noteholder. Upon the payment (where appropriate) of the release fees described above, the substitution of collateral, or the request by Grantor for dedication of utility and drainage easements, rights of way and roads (as the case may be), it shall be the duty of the Trustees and the Noteholder to execute and deliver to the Grantor a Deed or Deeds of Partial Release

This Deed of Trust shall be construed to impose and confer upon the parties hereto, and the beneficiaries hereunder, all duties, rights and obligations prescribed in Section 55-59 and Sections 55-59.1 through 55-59.4 of the Code of Virginia (1950), as amended (the "Code"), and to incorporate the following by short form reference to Sections 55-59.2 and 55-60 of the Code:

Identified by one of the Trustees' signatures

Deferred purchase money

Exemptions waived

Advertisement required: once a week for 4 weeks

Subject to all upon default

Renewal, extension or reinstatement permitted

Substitution of Trustees permitted (at the discretion of the Noteholder for any reason whatsoever)

Any Trustee may act

The lien of this Deed of Trust is subject and subordinate in all respects to the lien and provisions of that certain deed of trust dated February 14, 1985, from The Williamsburg West

Corporation, Inc. to C. Harper Anderson and V. M. Geddy, Jr., as Trustees, recorded in James City Deed Book 264, page 803, securing the payment of a purchase money note in the original principal amount of \$2,000,000.00. To the extent the Grantor elects to refinance the Property, Noteholder acknowledges and agrees that it shall direct its Trustees to thereafter subordinate the lien of this Deed of Trust to any first lien refinance deed of trust given by Grantor to secure the payment of a refinance note, provided such refinance loan is not larger than the then unpaid principal balance of the debt secured by the Deed of Trust recorded in James City Deed Book 264, page 803.

In the event Property is advertised for sale by the Trustees, but not sold pursuant to such advertisement, the Trustees shall be paid by the Grantor all actual expenses incurred, together with a commission of two and one-half per centum (2.5%) of the unpaid amount of the Note. On sale under this Deed of Trust, the Trustees shall be paid a commission equal to the greater of \$1,000.00 or five per centum (5%) of the sales price.

Upon the payment of the Note and the performance of all the covenants and conditions hereof, the Grantor covenants to pay the expenses of releasing this Deed of Trust.

The Noteholder may, but shall not be obligated to, cure defaults under or discharge any lien superior to the lien hereof. All sums so advanced by the Noteholder shall bear interest at the same rate of interest, as may be modified from time to time, payable under the Note, and such sums, together with accrued interest thereon, shall be due and payable on demand and shall be secured by the lien hereof.

As long as the Note remains unpaid, the Noteholder shall be permitted to inspect the Property periodically as the Noteholder may desire.

Upon the filing of any mechanic's lien or materialmen's lien against the Property or any part thereof that remains unsatisfied or is not removed for a period of thirty (30) days after the filing thereof, the Noteholder may, at its option, declare the same to be a default under this Deed of Trust giving rise to all remedies hereunder and under the Note.

If all or any part of the Property or any interest therein is transferred by the Grantor without the Noteholder's prior written consent, excluding: (a) the creation of a lien subordinate to this Deed of Trust; (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant; or (c) the grant of any contractual or leasehold interest of three (3) years or less not containing a duty or option to purchase, Noteholder may, at Noteholder's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

NOTICE -- THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its corporate officer, duly authorized and Noteholder, by the recordation of this Deed of Trust, agrees to be bound by and to perform its obligations as set forth herein.

REALTEC INCORPORATED, a
North Carolina corporation

By: _____

Title:

STATE OF VIRGINIA,

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me this
____ day of February, 1987, by _____ as
____ of REALTEC INCORPORATED, a
North Carolina corporation, on behalf of the corporation.

My commission expires: _____.

Notary Public

VMG/jls/fl0

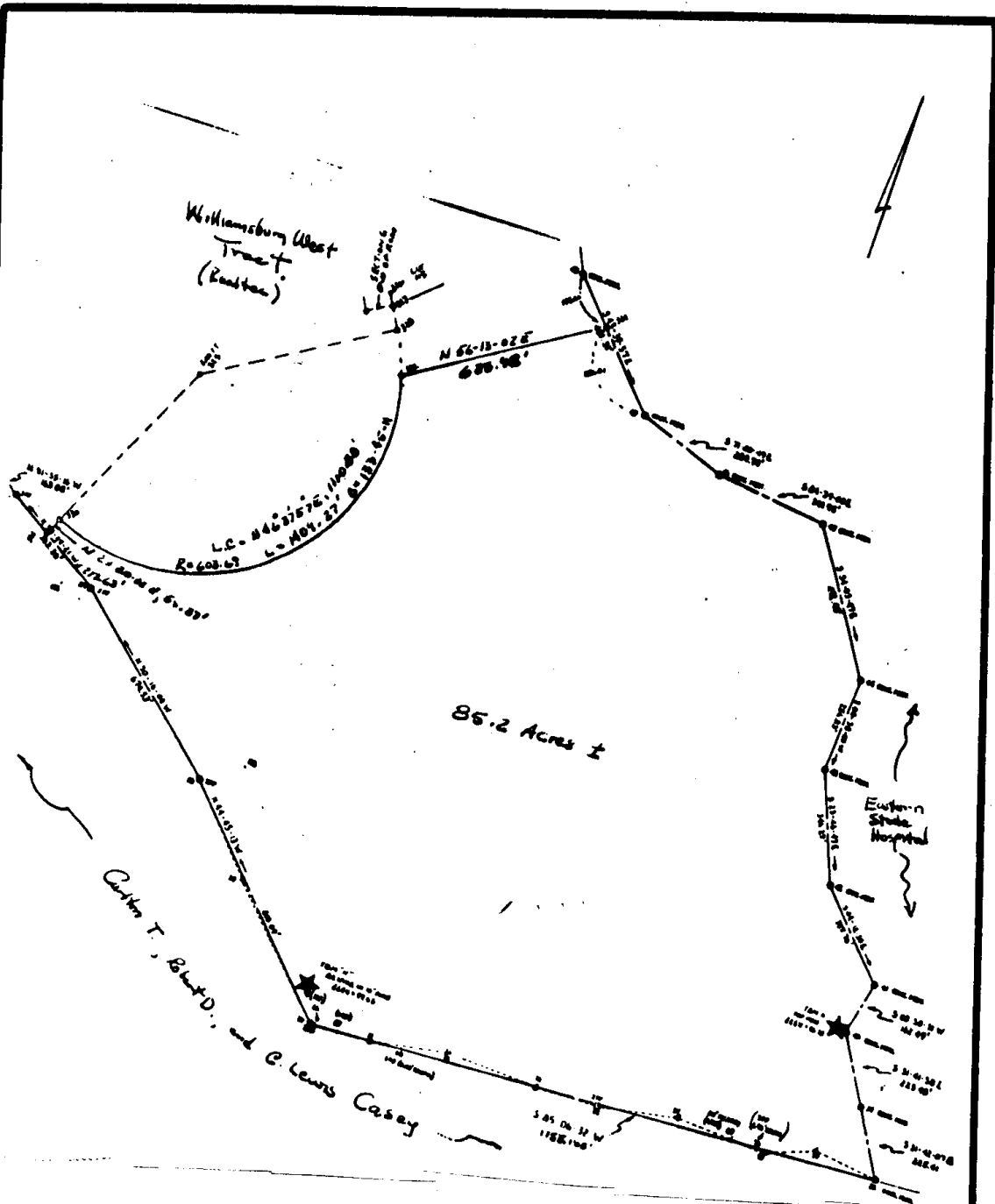


EXHIBIT A
TO DEED OF TRUST

All that certain tract or parcel of land situate in Powhatan District, James City County, Virginia, containing 85.2 acres ± and set out and shown on a plat entitled "PRELIMINARY PLAT OF A PORTION OF THE WILLIAMSBURG WEST TRACT," dated Feb. 20, 1987, made by AES, a professional corporation, a copy of which is hereto attached and made a part of this description.

AES, a professional corporation engineers, surveyors, planners Williamsburg, Virginia

Preliminary Plat
of a portion of
THE WILLIAMSBURG WEST TRACT

BERKELEY DISTRICT JAMES CITY COUNTY VIRGINIA
Scale: 1"=100' Ref: DB100/378 Date: FEB. 20, 1987 Job No. 5652

THIS AGREEMENT, dated this 1st day of August, 1987, by and between James City County, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as JAMES CITY, and the County of York, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as YORK.

WHEREAS, the Board of Supervisors of YORK has requested the Board of Supervisors of JAMES CITY for permission to use landfill facilities in JAMES CITY for its residents;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants set forth herein, the parties agree that for a period of 11 months from the date of this Agreement residents of York County will be granted permission to use the James City County landfill facility under the following terms and conditions:

1. All definitions contained in Chapter 8, Health and Sanitation, of the Code of the County of JAMES CITY shall be controlling for like terms of this agreement.
2. JAMES CITY will allow, during regular hours of operation established by JAMES CITY, residents of, and commercial establishments in, YORK to dispose of garbage and refuse permitted under Chapter 8 of the Code of the County of JAMES CITY in its sanitary landfill. It is understood and agreed that only household and certain commercial/business refuse as defined herein, shall be hauled from YORK and disposed of at the JAMES CITY landfill; YORK industrial or governmental refuse is prohibited.
3. JAMES CITY will accept household refuse hauled from YORK by refuse collectors, provided it is hauled in a properly covered vehicle. Provided, however, refuse hauled from YORK in roll-off containers or front-load compactor trucks (those that empty dumpsters) shall not be accepted for disposal.

4. JAMES CITY will accept refuse from commercial establishments, provided it is hauled by the establishment. Such refuse must be in a properly covered vehicle.
5. JAMES CITY will monitor the use of its landfill by YORK. A monthly statement will be provided by JAMES CITY, listing each load of YORK residential refuse. This statement will be issued during the first week of the following month. Payment will be due no later than 30 days following the date of this statement.
6. JAMES CITY and YORK agree that the value of the service being rendered shall be as follows:
 - a. A lump sum payment of \$1,833.33 to cover the cost of administering this agreement (record keeping, billing, postage, etc.), this amount to be paid by YORK to JAMES CITY upon execution of this agreement.
 - b. Rates to be charged YORK by JAMES CITY shall be as follows:
 - (1) Household refuse hauled by refuse collection firms and refuse from commercial establishments - \$25.00 per ton. JAMES CITY shall bill said firms and establishments for this disposal service;
 - (2) Residential refuse hauled by YORK County citizens in automobiles, vans, or pick-up trucks - \$1 per vehicle load. A log of all private vehicles (with County sticker numbers) will be provided to YORK with the monthly bill. No money will be accepted at the landfill.
7. For the purposes of determining the charge on a particular refuse collector's load, any load identified by the driver as JAMES CITY refuse, and found, after disposal to contain YORK refuse, will be assumed to be 100% YORK refuse. Also,

any load identified as containing refuse from both jurisdictions, will be charged entirely at the YORK disposal rate.

8. YORK agrees to secure from all residential refuse collectors in YORK who wish to use the JAMES CITY landfill a uniform agreement which will provide that they shall be charged for a full load of YORK refuse in the event such collectors misrepresent the entire load is from JAMES CITY in accordance with the provisions of article seven hereinabove. This agreement shall be approved by the JAMES CITY County Attorney prior to YORK securing execution by residential refuse collectors.
9. This agreement shall be renewed automatically from year to year upon the same terms and conditions unless modified by agreement of the parties; provided, however, that either party may terminate this agreement or any subsequent renewal thereof upon giving 30 days written notice to the other. This notice shall be conclusively deemed to have been given if in writing and placed in the United States mail, postage prepaid, and addressed to:

County Administrator, York County

P.O. Box 532

Yorktown, Virginia 23690

County Administrator, James City County


P.O. Box JC

Williamsburg, VA 23187

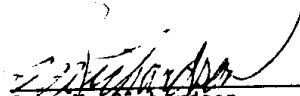
JAMES CITY COUNTY


David B. Norman
County Administrator

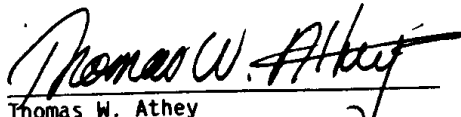
Approved as to form:


Frank M. Morton, III
County Attorney
JAMES CITY County

COUNTY OF YORK


John M. Richardson
County Administrator

Approved as to form:


Thomas W. Athey
County Attorney
YORK County

0269C

AGREEMENT

This agreement made this 1st day of July, 1987, by and between James City County, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as JAMES CITY, and the County of New Kent, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as NEW KENT;

WHEREAS, the Board of Supervisors of NEW KENT has requested the Board of Supervisors of JAMES CITY for permission to use the JAMES CITY Landfill, and

WHEREAS, the JAMES CITY Board of Supervisors concurs that such use is appropriate under certain terms and conditions;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the mutual benefits to the parties hereto, the parties hereby agree as follows:

1. JAMES CITY will allow NEW KENT County owned refuse collection trucks to use the JAMES CITY County Landfill.
2. JAMES CITY will monitor the use of its landfill by NEW KENT. NEW KENT trucks shall be weighed upon entering and leaving the landfill and a monthly statement will be provided by JAMES CITY indicating the total tonnage deposited.

3. The fee charged for accepting refuse by JAMES CITY County may be changed periodically from time to time by JAMES CITY upon thirty (30) days prior notice to NEW KENT. The tonnage fee shall be \$25.00 per ton.
4. This agreement may be terminated by either party by the provision of six (6) months written notice.

JAMES CITY COUNTY

BY: _____
David B. Norman
County Administrator

APPROVED AS TO FORM:

Frank M. Morton, III
County Attorney

COUNTY OF NEW KENT

BY: _____
Gary B. Burton
County Administrator

APPROVED AS TO FORM:

County Attorney

0270C

APR 20 1987

ORDINANCE NO. 116A-11

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 8, HEALTH AND SANITATION, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, ARTICLE II, LANDFILL ORDINANCE, SECTION 8-9, HOUSEHOLD WASTE, SECTION 8-10, INDUSTRIAL REFUSE, AND SECTION 8-13, USER CHARGES BY VOLUME.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 8, Health and Sanitation, of the Code of the County of James City, is hereby amended and reordained effective July 1, 1987, by Amending Section 8-9, Household waste, Section 8-10, Industrial refuse, and Section 8-13, User charges by volume.

Chapter 8. Health and Sanitation

Article II. Landfill Ordinance

Section 8-9. Household waste.

(a) Individuals using an automobile, station wagon, half-ton panel truck or half-ton pickup truck, with a valid county motor vehicle tag, decal or sticker, for the purpose of disposing of household refuse at the county landfill shall not be required to pay for disposal of refuse, provided, that the refuse being disposed of was neither collected nor hauled for a fee. Commercial haulers, under contract with the County to service County refuse containers, shall not be required to pay for disposal of refuse collected from County refuse containers.

(b) Commercial, industrial and governmental waste generators who bring their own refuse to the landfill, and commercial refuse operators-haulers regardless of the origin of the refuse shall pay the following fees:

Fifteen dollars (\$15.00) per ton, computed on the basis of fifteen cents (\$0.15) per each twenty (20) pounds or fraction thereof. Such charge shall be computed to the next highest one cent (\$0.01). The minimum charge shall be two dollars (\$2.00) per load.

Any person exempted from payment of the charge for the disposal of refuse as provided in paragraph (a) above will not be assessed any charges as provided in this paragraph.

(c) The director may promulgate reasonable rules and regulations to permit certain materials (for example, soil or gravel) determined to be beneficial in the proper operation and maintenance of the landfill to be disposed of without charge to the hauler.

(d) Tires. Whenever more than two (2) passenger car tires are disposed of on any occasion at the county landfill by any person, firm or corporation, a separate fee of seventy-five cents (\$0.75) shall be charged for each tire above two (2). The director may at his discretion authorize the disposal of tires other than passenger car tires, at a charge per tire to be negotiated between the director and hauler disposing of the tires. (Ord. No. 116A-2, 10-13-80; Ord. No. 116A-6, 4-25-83; Ord. No. 116A-7, 3-12-84; Ord. No. 116A-8, 4-22-85; Ord. No. 116A-10, 4-21-86)

Section 8-10. Industrial refuse.

(a) Prior to the acceptance of industrial refuse at the landfill, the person desiring to dispose of same shall secure a permit from the director. Prior to the issuance of such a permit, the director shall determine the compatibility of the specific refuse with the landfill method of disposal. In determining such compatibility, the director shall consider disposal volume, difficulty of handling, employee safety, likelihood of equipment damage, any unusual health and environmental problems and current state and federal regulations.

(b) The disposal charge for industrial refuse that does not require disposal in a separate location (trench) from household or commercial waste shall be assessed on the basis of the charges defined in Section 8-9 (b) unless covered by paragraph (d) below.

(c) The disposal charge for industrial wastes requiring separate disposal locations shall be a minimum of fifteen dollars (\$15.00) per ton but may be higher as determined by the director. In establishing the fee for disposal of a specific waste requiring separate disposal, the director shall determine the costs to maintain the separate disposal and for special handling requirements, the potential for damage to landfill equipment, environmental effects the refuse may have, state and federal rules and regulations regarding the waste, and other factors determined to be appropriate for the specialized handling of such waste.

(d) Separate contracts. The administrator may negotiate separate contracts for industrial refuse with large waste generators if it is determined that the volume is predictable and the wastes involved require minimal handling. Such contracts shall guarantee negotiated payments to the county annually, and may be offered to generators that exceed eight thousand (8,000) tons per year. No such contract will guarantee the county less than one hundred-twenty thousand dollars (\$120,000.00) per year.
(Ord. No. 116A-2, 10-13-80; Ord. No. 116A-7, 3-12-84; Ord. No. 116A-8, 4-22-85; Ord. No. 116A-10, 4-21-86)

Section 8-13. User charges by volume.

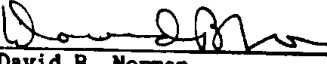
(a) Should the landfill scales be inoperative, the director shall base the charges applied upon weight data previously generated for the vehicle hauling such waste and the nature of the waste. The weight data shall consist of no fewer than fifteen (15) previous weighings by the vehicle carrying such waste and shall be modified by visual inspection of the vehicle if such is feasible.

(b) For vehicles for which no history of previous weigh data exists as described in (a) above, the following rates shall apply:

- (1) Uncompacted refuse, one dollar and fifty cents (\$1.50) per cubic yard of truck capacity.
- (2) Compacted refuse, three dollars and seventy-five cents (\$3.75) per cubic yard of truck capacity.
- (3) The minimum fee for refuse charged for on a volume basis shall be two dollars (\$2.00) per load.
(Ord. No. 116A-2, 10-13-80; Ord. No. 116A-3, 3-23-81; Ord. No. 116A-5, 5-10-82; Ord. No. 116A-7, 3-12-84)


Jack D. Edwards, Chairman
Board of Supervisors

ATTEST:


David B. Norman
Clerk to the Board

SUPERVISOR	VOTE
BROWN	AYE
TAYLOR	AYE
MAHONE	AYE
DEPUE	AYE
EDWARDS	AYE

Adopted by the Board of Supervisors, James City County, Virginia, on
the 20th day of April, 1987.

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