

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 22ND DAY OF FEBRUARY, NINETEEN HUNDRED EIGHTY-EIGHT, 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
 Thomas D. Mahone, Vice-Chairman, Jamestown District
 Perry M. DePue, Powhatan District
 Thomas K. Norment, Jr., Roberts District (Absent)
 Stewart U. Taylor, Stonehouse District

David B. Norman, County Administrator
 Frank M. Morton, III, County Attorney

B. MINUTES - January 25, 1988 - Regular Meeting
 February 1, 1988 - Regular Meeting
 February 3, 1988 - Special Meeting
 February 9, 1988 - Special Meeting

Mr. Edwards referenced the four sets of minutes in the agenda book and stated that the January 25, 1988, set is action minutes. He continued that the preparation of the regular minutes requires a great deal of staff time, and asked the Board to review the regular minutes and the action minutes for discussion at the next Board meeting.

Mr. DePue stated that he would prefer approving the regular minutes for January 25, 1988, but felt the action minutes might be preferable in the future to reduce misinterpretation or errors in translation of remarks.

Mr. Taylor stated that he would like to know the difference in the amount of time spent preparing action minutes versus regular minutes.

Mr. Mahone asked that Mr. Jere Mills name be removed from the attendees' list in the February 3, 1988 minutes, as Mr. Mills was not present at the special meeting.

Mr. Edwards made a motion to substitute the regular minutes of January 25, 1988 for the action minutes, and to approve the minutes of January 25, 1988, February 1, 1988, February 9, 1988, and the amended minutes of February 3, 1988.

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

C. PRESENTATION

1. County Audit - Touche Ross

Mr. John Kauzlarich, CPA Audit Manager, Touche Ross, stated the firm found the County to be in a strong, stable financial position, and that the studies disclosed no condition of material weakness which needs to be addressed.

D. HIGHWAY MATTERS

Mr. Frank Hall, Resident Engineer, Virginia Department of Transportation, reported that he believed that the drainage problem at Ms. Pearl Taylor's residence on Chickahominy Road might be helped by laying a drainage pipe under the road.

He also reported that the prohibiting of truck traffic on Lake Powell Road issue had been sent to Richmond, and a two-day study to monitor traffic will be conducted.

Mr. Hall stated that River Road appears to qualify for rural addition funding, but Highway Department policy does not accept an embankment as a roadway. He added that if the reservoir were drained, the road would qualify under normal construction guidelines.

Mr. Taylor responded that the homeowners would be contacted to find out if drainage of the pond might be considered.

Mr. Mahone questioned whether the part of River Road which is not an embankment could be considered for funding.

Mr. Hall responded that he would check the files to see if the road would qualify, and also whether the right-of-way width is adequate.

Mr. DePue asked the purpose of a public hearing to be held on March 29, 1988, regarding improvements to Centerville Road.

Mr. Hall explained that the Department of Transportation wanted citizens' input concerning the design. The Highway Department will build the section from Longhill Road to the James River Baptist Church as the first section, and the other section toward Route 60 two years later. Mr. Hall stated that the public hearing would involve from News Road to Route 60.

Mr. Taylor asked whether the plans included straightening the road.

Mr. Hall replied in the affirmative.

Mr. Mahone asked about the York River Crossing at Riverview Plantation, stressing the citizens are adamantly opposed to that alternative.

Mr. Hall replied that all feasible alternatives have to be reviewed for property available for the crossing. He stated that the choices are few, because much of the property along the river is government-owned.

Mr. Edwards asked when the draft Environmental Impact Statement would be published.

Mr. Hall responded that the EIS could possibly be two months late, but with the possibility of a public hearing advertised before July.

Mr. Edwards asked whether the hearing would be on-site selection for the bridge.

Mr. Hall replied that a specific corridor (one of the five alternatives being considered) would be selected.

Mr. Edwards questioned if the process might be lengthy one before a decision is made.

Mr. Hall responded indications are the time could be up to two years.

Mr. Taylor asked when the traffic lights on Route 607 at Citizens & Farmers Bank would be operable.

Mr. Hall replied the lights are now blinking and will be in operation within ten days.

Mr. Mahone mentioned a request made in December for reflective markers on Route 143 where making a left turn to enter Route 199 West.

Mr. Hall responded that he would follow-up on that request.

Mr. Edwards recognized the Honorable Samuel Powell in the audience.

Judge Powell reported that grants are now available for the implementation of Court Appointed Special Advocate/volunteer Guardian Ad Litem Programs, and asked for the Board's support in writing for the program. He indicated that no funds would be requested from the Board.

By consensus, the Board approved the submission of a letter from the Chairman in support of seeking funds for the volunteer program.

E. PUBLIC HEARINGS

1. Case No. SUP-1-88. Russell G. and Patricia Ann Miotke

Mr. Allen Murphy, Jr., Principal Planner, stated that Mr. and Mrs. Russell G. Miotke had submitted an application for a special use permit to allow the placement of a mobile home to be used as a residence at 158 Saddletown Road.

Staff recommends denial of the special use permit for safety reasons, as Saddletown Road does not have an all-weather surface.

Mr. Edwards opened the public hearing.

1. Ms. Audre Atkins, 100 Booth Road, Newport News, spoke in opposition to the special use permit.

2. Ms. Mary Mandaro, of Berkeley Real Estate, spoke in favor of the special use permit for the applicants.

Mr. Edwards closed the public hearing.

Mr. Taylor made a motion to approve the special use permit, Case No. SUP-1-88.

After a brief discussion, Mr. Edwards indicated that the decision would be made later in the meeting after review of Board of Supervisors' minutes from 1984 regarding a previous approval of a special use permit on Saddletown Road.

2. Case No. Z-1-88. Zoning Ordinance Amendment

Mr. O. Marvin Sowers, Jr., Director of Planning, stated that the amendment incorporates changes of responsibilities from the Director of Public Works to the Director of Code Compliance.

The Planning Commission unanimously recommended approval.

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

Mr. Edwards made a motion to approve the Zoning Ordinance Amendment.

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

F. CONSENT CALENDAR

Mr. Edwards asked if any Board member wished to remove any item from the Consent Calendar.

Mr. Taylor asked that Item No. 3 be removed.

Mr. DePue asked that Item No. 5 be removed.

Mr. Mahone asked that Item No. 1 be removed.

Mr. Edwards made a motion to approve Items No. 2 and 4 on the Consent Calendar.

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

2. Costs Associated with the Presidential Primary

R E S O L U T I O N

PRESIDENTIAL PRIMARY

WHEREAS, the Commonwealth of Virginia has established that a Presidential Primary be held March 8, 1988; and

WHEREAS, the costs associated with the Primary will be reimbursed by the State of Virginia.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby amends the adopted budget for the 1988 fiscal year by adding the following:

General Fund Revenues

Revenue from the Commonwealth \$8,573

General Fund Expenditures

Electoral Board:

Salaries - Temporary \$3,990

Operating Expenses 4,583

\$8,573

4. Ninth District Court Service Unit - Proposed Lease

R E S O L U T I O N

LEASE - NINTH DISTRICT COURT SERVICE UNIT

WHEREAS, the Board of Supervisors of James City County is of the opinion that it is appropriate to secure leased space for the Ninth District Court Service Unit; and

WHEREAS, the cost of providing such space shall be shared on a 69/31 basis with the City of Williamsburg.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that it hereby authorizes and directs the County Administrator to execute that certain lease agreement dated January 29, 1988, by and between Louis C. Goodfarb, trading as Virby Realty Company, and the City of Williamsburg and the County of James City.

BE IT FURTHER RESOLVED that the commitment of James City County under the terms and conditions of the above lease is conditioned upon a like obligation being entered into by the City of Williamsburg.

1. Government Center Telephone Maintenance

A brief discussion was held, and Mr. Mahone requested Mr. John McDonald, Manager of Financial and Management Services, to review the budget for the funds rather than to transfer funds from the Contingency Account.

Mr. McDonald replied that he would check the accounts relating to telephone expenditures to determine if funds are available, and if so, he would bring a memo to the Board reimbursing the Contingency Account.

Mr. Mahone made a motion to approve the resolution.

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

R E S O L U T I O N

CONTINGENCY TRANSFER

WHEREAS, the Board of Supervisors of James City County has been requested to consider a contingency transfer that would allow the purchase of lightning protection devices for installation on the Government Center phone switch.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes a transfer of \$12,800 from Operating Contingency to Telecommunications, Account No. 01-024-0219, to allow the purchase and installation of telephone switch lightning protection devices.

Mr. Edwards referenced the public hearing of Russell G. and Patricia Ann Miotke which had been discussed earlier.

Mr. Edwards asked for a roll call on Mr. Taylor's motion to approve the special use permit.

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

3. Dirt Street Program - 1988 Update

Mr. Wayland Bass, County Engineer, stated staff recommends adoption of the updated Dirt Street Inventory and Funding Schedule.

1. Mr. E. J. Phillips, Oak Cove Road, representing the petition signers and owners of lots on the east side of Oak Cove Road, spoke in favor of adding Oak Cove Road to the inventory.

2. Mr. Jerry O. Talton, 3114 North Riverside Drive, stated that until he had more information, he was opposed to the addition of Oak Cove Road to the inventory. He requested to be contacted by staff.

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

R E S O L U T I O N

DIRT STREETS

WHEREAS, the number and severity of unimproved streets in James City County requires a Dirt Street Improvement Program.

NOW, THEREFORE, BE IT RESOLVED that the 1988 updates of the Dirt Street Inventory, Annex A, and the Dirt Street Funding Schedule, Annex B, are hereby adopted to establish construction and funding priorities for the Dirt Street Improvement Program.

5. Ford's Colony Section 11-A - Lots 70-156 and Chisel Run Crossing

Mr. Marvin Sowers reported that staff recommends approval of conditions as stated in the resolution.

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

R E S O L U T I O N

FORD'S COLONY, SECTION 11A (LOTS 70-156) AND
CHISEL RUN CROSSING

WHEREAS, the Board of Supervisors is empowered by the proffers attached to the approved master plan for Ford's Colony to authorize the approval of further sections of Ford's Colony prior to approval of the phasing plan for proffered road improvements; and

WHEREAS, staff has recommended that the Board of Supervisors authorize the approval of Lots 70-156 of Section 11A of Ford's Colony and the Chisel Run Crossing prior to approval of the phasing plan for proffered road improvements; and

WHEREAS, staff has determined that the approval of these two developments will not be detrimental to traffic safety.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the staff to grant approval for Lots 70-156 of Section 11A of Ford's Colony and the Chisel Run Crossing in accordance with Chapters 17 and 20 of the James City County Code prior to approval of the phasing plan for road improvements proffered by Ford's Colony.

G. BOARD CONSIDERATIONS - None

H. PUBLIC COMMENT

1. Mr. Gary Bromleigh, of Norge, requested the Board support a volleyball/basketball facility located in Williamsburg with an annual contribution of \$15,000 for five years. He stated many County residents are participants of the teams and would benefit from a facility.

After a brief discussion concerning the addition of a basketball court at the Recreation Center, Mr. Edwards stated that staff would contact Mr. Bromleigh.

I. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Norman reminded the Board of two work sessions, Franchising of Solid Waste Collection and Local Emergency Planning Committee and SARA Title III, with a tour of Buildings A and B after the James City Service Authority meeting.

J. BOARD REQUESTS AND DIRECTIVES

Mr. Mahone stated that he would be on vacation the week of March 12.

Mr. Mahone requested legal information on how a County seeks City status.

Mr. DePue asked the Planning Commission to carefully consider a supermarket for the western part of the County at its February 23 meeting.

Mr. DePue indicated his displeasure at the 25% and 28% increases in the school bids, and suggested that the School Board might seek another architectural firm, or perhaps receive split bids, one for construction and one for site preparation.

Mr. Edwards made a motion to recess for a break at 3:09 p.m.

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

Mr. Edwards reconvened the Board at 3:25 p.m. for the Franchising of Solid Waste Collection work session.

Mr. Sanford Wanner, Business Manager, James City Service Authority, assisted by Mr. David Clark, Solid Waste Engineer, and Ms. Dale Cooke, Performance and Service Improvement Supervisor, made the presentation covering alternatives, the current dumpster program and its costs, and the purpose and benefits of franchising solid waste collection.

A discussion ensued with the Board requesting that the replacement dumpster truck issue be researched, that staff examine opting out of franchising subdivisions and citizens who have good service now, and investigate the County or Service Authority doing the billing.

Following the presentation, the Board made a tour of Buildings A and B.


After the tour, the Board held a work session with Mr. Russell Lowry, Jr., Emergency Services Coordinator, on the Superfund Amendments and Reauthorization Act of 1986, Title III, which established requirements for federal, state, and local governments and industry regarding emergency planning and community right-to-know reporting on hazardous and toxic chemicals.

Mr. Mahone provided additional information on the local right-to-know committee.

Mr. Edwards made a motion to adjourn.

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

The Board adjourned at 5:45 p.m.



David B. Norman
Clerk to the Board

FEB 22 1988

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 20, ZONING, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, ARTICLE I. IN GENERAL, SECTION 20-12. MINIMUM OFF-STREET PARKING; ARTICLE II. SITE PLAN, SECTION 20-50. FINAL "AS-BUILT" PLANS REQUIRED; ARTICLE IV. DISTRICTS, DIVISION 7. RESIDENTIAL PLANNED COMMUNITY DISTRICT, R-4, SECTION 20-228. STREET IMPROVEMENTS; DIVISION 8. MULTI-FAMILY RESIDENTIAL DISTRICT, R-5, SECTION 20-251. REQUIREMENTS FOR IMPROVEMENTS AND DESIGN; ARTICLE VIII. PLANNED UNIT DEVELOPMENT DISTRICTS, SECTION 20-482. REQUIREMENTS FOR IMPROVEMENTS AND DESIGN; ARTICLE IX. RESIDENTIAL CLUSTER DEVELOPMENT, SECTION 20-509. DENSITY BONUSES; ARTICLE X. OVERLAY DISTRICTS, DIVISION 1. RESERVOIR PROTECTION OVERLAY DISTRICT, RP, SECTION 20-529. PROHIBITED USES, SECTION 20-530. REQUIREMENTS FOR RESIDENTIAL USES, SECTION 20-531. AREA REQUIREMENTS - EXCEPTIONS, SECTION 20-532. STREAM AND RESERVOIR SETBACK REQUIREMENTS, SECTION 20-533. REQUIREMENTS FOR COMMERCIAL AND INDUSTRIAL USES, SECTION 20-534. RUNOFF ANALYSIS; DIVISION 2. FLOODPLAIN AREA REGULATIONS, SECTION 20-549. DESIGNATION OF FLOODPLAIN AREAS, SECTION 20-555. REGULATIONS FOR PUBLIC UTILITIES, SECTION 20-556. REGULATIONS FOR FILLING OF FLOODPLAIN AREAS, AND SECTION 20-557. WATERCOURSE MODIFICATION.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 20, Zoning, is hereby amended and reordained by amending Section 20-12. Minimum off-street parking; Section 20-50. Final "as-built" plans required; Section 20-228. Street improvements; Section 20-251. Requirements for improvements and design; Section 20-482. Requirements for improvements and design; Section 20-509. Density bonuses; Section 20-529.

Prohibited uses, Section 20-530. Requirements for residential uses, Section 20-531. Area requirements - Exceptions, Section 20-532. Stream and reservoir setback requirements, Section 20-533. Requirements for commercial and industrial uses, Section 20-534. Runoff analysis, Section 20-549. Designation of floodplain areas, Section 20-555. Regulations for public utilities, Section 20-556. Regulations for filling of floodplain areas, and Section 20-557. Watercourse modification.

Chapter 20. Zoning
Article I. In General

Section 20-12. Minimum off-street parking.

There shall be provided at the time of erection of any main building or at the time any main building is enlarged, minimum off-street parking with adequate landscaping and provision for entrance and exit by standard sized automobiles, as follows:

A. General provisions.

1. No Certificate of Occupancy shall be issued for any structure which does not comply with these requirements; however, structures already in use are exempted, provided that:

(a) Such structure at the time of its erection complied with the provisions of all applicable ordinances of James City County.

(b) Exempted buildings remain in continuous use and at no time remain vacant or unused for a continuous period of one year.

(c) No parking lot for any exempted property is enlarged or materially altered. If such a parking lot is to be enlarged or materially altered, the existing parking area as well as the new parking area shall be brought into conformance with this Chapter; provided however, the Planning Commission may waive the setbacks and geometric design requirements found in B. 1, 2 and 6 below as they apply to existing parking areas, upon finding that the costs of complying with these standards would impose a severe hardship, or that insufficient area exists to allow such revision.

For purposes of this Section, enlarged or materially altered shall mean expansion or change in the parking lot which either increases the number of parking spaces by more than

15% or reduces the landscaped areas of the parking lot by more than 15%. Nothing in this Section is intended to prohibit paving or surfacing of parking lots, the installation of curbs or bumpers, or other improvements which do not affect the number of spaces or the areas of the site dedicated to landscaped open space.

2. Required off-street parking spaces shall be located on the same lot as the structure or use to which they are accessory or on a lot adjacent thereto which has the same zoning classification.

3. Off-street parking spaces shall be used solely for the parking of vehicles in operating condition by patrons, occupants or employees of the use to which such parking is accessory. Permanent storage of vehicles shall not be allowed. Storage of vehicles for sale shall not be allowed.

4. Parking spaces for the handicapped and any necessary curb cuts and ramps shall be provided in all parking areas in conformance with the standards for numbers and design found in the Virginia Uniform Statewide Building Code.

B. Design.

Parking areas shall be arranged for functional efficiency and convenience and shall be designed to be amenable to surrounding property. Parking areas accessory or otherwise, containing ten or more parking spaces, shall comply with the following:

1. The parking lot shall be separate from the street right-of-way and property lines by a landscaped strip at least ten feet in width. Ingress and egress shall be provided through driveway openings only. In the event a parking lot is adjacent to a parking lot on another parcel, the required landscaped strip along the common property line between the two parking lots may be waived by the Site Plan Review Committee.

2. The parking lot shall be constructed so that spaces are grouped into bays. At the end of each bay, a landscaped island of at least nine feet in width and 15 feet in length shall be built to separate the bays from each other or from traffic lanes. When the parking bays contain double rows of parking spaces, the landscaped island shall be increased to nine feet in width and 30 feet in length. A parking bay may not be constructed to a length of more than 200 feet without constructing a landscaped island. The Administrator may approve islands which vary from 9 x 15 or 9 x 30 rectangles in order to provide desirable geometric design features such as rounded corners and angles to facilitate maneuvering of automobile traffic. However, in no case shall the total area of an island be decreased as a result of such design change.

3. The landscaped area within the parking lot shall not be less than 7.5% of the surface area of the parking lot. The perimeter landscaped strip required by this Chapter shall be excluded from the calculations of the minimum landscaped percentage; except that any portion of the perimeter landscaped strip which exceeds the minimum requirement may be counted as up to one-third of the required landscaped percentage or against up to 2.5% of the

surface area of the parking lot. Parking lots with two bays or less of single rows of parking may include the entire perimeter landscaped strip, including the minimum required, in the calculation of the landscape percentage.

4. "Landscaped area," "landscaped setback," "landscaped strip," "landscaped island," or "perimeter open space," as herein used are defined in Section 20-2. Such areas shall be shown on the site plan or a separate landscaping plan for the site which shows the size and type of existing trees, trees to be removed and new trees, shrubs, flowers and grass to be planted. A minimum of one tree shall be provided within the landscaped areas in the parking lot for each ten parking spaces in the lot. Existing trees and natural vegetation shall be retained wherever possible, particularly where they border adjacent property. All landscaped areas contiguous to parking bays shall be protected from intrusion by vehicles by curbs or bumpers.

5. Adequate lighting shall be provided if the uses which are served by the parking lot will be in operation at night. The lighting in parking lots shall be directed so as not to produce objectionable glare on adjacent property or streets, and no lighting fixture shall exceed a height of 30 feet.

6. The design of the parking lot shall meet the minimum geometric standards presented in the following table:

MINIMUM OFF-STREET PARKING AREA DIMENSIONS

<u>Angle of Parking (degrees)</u>	<u>Direction of Traffic</u>	<u>Dimension of Stall (feet)</u>	<u>Width of Aisle (feet)*</u>
Parallel	One-way	8 x 22	12
45	One-way	9 x 18	12
60	One-way	9 x 18	18
90	Two-way	9 x 18	23

* Minimum width of traffic aisles in parking lots for two-way traffic shall be 24 feet.

The minimum aisle dimension of any parking lot designed to accommodate at least 500 vehicles and intended for long-term parking may be reduced by four feet provided: the lot is designed and marked for one-way traffic; the parking spaces form an angle of eighty degrees to ninety degrees with the aisle; each vehicle is individually guided to a parking space by an attendant; and the safety and effective operation of the lot has been clearly demonstrated.

For the purpose of this section the phrase "long-term parking" shall mean parking the duration of which is on the average six hours or more.

7. Parking areas, driveways, and entrances shall be surfaced with gravel, stone, asphalt or concrete, and shall be maintained in good repair. Adequate drainage shall be provided for the removal of storm water and a drainage plan shall be submitted with the site plan and approved by the Director of Code Compliance.

8. The location, size, and number of entrances from parking areas onto public or private roads shall be shown on the site plan. Upon finding that on-site traffic circulation, off-site traffic flow, or public safety would be improved, the Site Plan Review Committee may require the location, number or size of entrances to be limited or increased.

C. Special provisions for bus parking.

If provided, bus parking areas shall be arranged for functional efficiency and convenience and shall be designed to be amenable to surrounding property. Bus parking areas, accessory or otherwise, are exempted from the requirements of B. "Design," but shall comply with A. "General provisions" and with the following:

1. Site plans, in accordance with Article II of this Chapter, shall be submitted for all new off-street parking areas for buses or for any additions to existing off-street parking areas for buses. (This requirement supersedes A. 5 above.)

2. Parking areas to be used for bus parking shall be used for bus parking only. Signs shall be erected within the parking lot indicating those areas designated for bus parking only.

3. For perpendicular or angled parking, the minimum size of a bus parking space shall be 12 feet wide and 40 feet long. For parallel bus parking spaces, the minimum size shall be 12 feet wide by 50 feet long. The width of aisles within bus parking lots shall be determined by the turning radii necessary to safely maneuver into and out of the parking spaces; however, shall in no case be less than 24 feet wide.

4. Bus parking areas shall be surfaced with gravel, stone, asphalt or concrete and shall be maintained in good repair. Adequate drainage shall be provided for the removal of storm water and a drainage plan shall be submitted with the site plan and approved by the County Engineer.

5. Bus parking areas shall be separated from all street rights-of-way and property lines by a landscaped strip ten feet or greater in width. Bus parking areas which contain four or more spaces shall be separated from all street rights-of-way and property lines by a landscaped strip 20 feet or greater in width. The landscaped strip shall contain a number of trees equal to at least one tree for each two bus spaces or fraction thereof in addition to other required plantings.

6. Adequate lighting shall be provided if the uses which are served by the bus parking area will be in operation at night. The lighting shall be directed so as not to produce objectionable glare on adjacent property or streets, and no lighting fixture shall exceed a height of 30 feet.

D. Minimum off-street parking requirements.

1. Residential uses: The minimum number of off-street parking spaces shall be: two spaces per single-family residential unit; three spaces per single family dwelling with an accessory apartment; two spaces per

townhouse dwelling unit; and two spaces per mobile home. Other residential uses shall provide 1.5 spaces per residential unit. Spaces in accessory garages conforming to the size and area requirements for parking spaces and having suitable ingress and egress shall be counted towards the required minimum number of parking spaces for each dwelling.

2. Commercial uses: Commercial and institutional uses shall be divided into various categories according to the parking demand which they generate, as follows:

Category A. High Parking Demand Generators shall provide one parking space per 200 square feet of retail floor area, to include:

General retail stores.
Retail food stores, bakeries, and fish markets.
Laundries and dry cleaners.
Wearing apparel, shoes, yard goods, toys, music and records, tailors, dressmakers, candy, ice cream, florist, furrier, locksmith, pet, picture framing, stamp and coin, travel bureau, tobacco and pipes, jewelry sales and service, books, greeting cards, and sporting goods stores.
Drug stores.
Plants and garden supply, hardware and paint, and home appliance sales and service.
Antique, novelty, arts and crafts, and gift shops.
Libraries and post offices.
Lodges, civic clubs, fraternal organizations, service clubs, public billiard parlors, arcades, pool rooms, dance halls, and private clubs.
All other commercial uses not specified in Category B or C below.

Category B. Moderate Parking Demand Generators shall provide one parking space per 250 square feet of retail floor area, to include:

Banks and financial institutions.
Corporate, business and professional offices.
Lumber and building supply.
Plumbing and electrical supply.
Tire, transmission, glass, body and fender, and other automotive product sales and service.
Machinery sales and service.
Photography studios and sales and artist and sculptor studios.

Category C. Uses with unique requirements.

(a) Motels, hotels and tourist homes shall have one parking space per rental unit plus four parking spaces for every 50 rental units plus one parking space per five persons to the maximum capacity of each public meeting and-or banquet room. Accessory uses (restaurants, bars, etc.) shall provide the number of parking spaces required for those uses individually.

(b) Theaters, auditoriums and places of public assembly shall have one parking space per five seats based upon the planned seating capacity.

(c) Hospitals shall provide at least two parking spaces for every bed. Nursing homes or convalescent facilities shall provide one parking space for every three beds, plus one parking space for each employee on the largest shift.

(d) Outdoor retail sales-display areas shall provide at least one parking space per 500 square feet of area.

(e) Bowling alleys shall have three parking spaces per alley plus one space for every 200 square feet of accessory business use.

(f) Barber shops and beauty shops shall have at least three spaces plus two spaces for every barber or beautician chair.

(g) Planned shopping centers, with four or more stores using a common parking lot, shall provide parking spaces according to the following schedule:

<u>Total Retail Floor Area in Square Feet</u>	<u>Number of Spaces per 1,000 Square Feet</u>
1 - 100,000	4
100,001 - 300,000	5
Over 300,000	5.5

Where a theater is proposed in conjunction with any shopping center which contains at least 60,000 square feet of retail floor area, the number of parking spaces required for the theater may be reduced by 25% of what would have been required under (b) above. All shopping centers utilizing the provisions of this paragraph shall have a minimum landscaped strip along street rights-of-way of 20 feet and the landscaped strip along all other property lines shall be a minimum width of 15 feet.

(h) Medical and dental clinics shall provide at least three parking spaces for each doctor or dentist having offices in such clinic.

(i) Mortuaries and funeral homes shall provide at least 30 parking spaces.

(j) Furniture stores, carpet show rooms and indoor vehicular sales show rooms shall have one parking space for every 400 square feet of retail floor area.

(k) Restaurants shall have one parking space for every four seats based upon the maximum seating capacity allowed.

(l) Rental of rooms to a maximum of three shall provide off-street parking totalling one more parking space than the total number of rooms to be rented.

3. Industrial uses: Industries, warehouses and wholesale establishments not selling directly to the public shall provide a minimum of one parking space per two employees on the largest shift.

4. Where the required number of parking spaces is not set forth for a particular use in the preceding Sections, where the applicant is uncertain as to final use or size of the structure or where there is no similar general type of use listed, the Site Plan Review Committee shall determine the number of spaces to be provided.

5. Appeals and waivers.

(a) Appeals. A property owner may appeal for a change of a commercial use from Category A to Category B or a less restrictive requirement within Category C; however, the burden of proof shall be upon the applicant to show that the particular activity will not reasonably generate parking demand sufficient to justify the parking requirement of its present classification. Appeals for changes to different parking classifications shall be made to the Site Plan Review Committee.

(b) Waivers. A property owner may be granted a waiver by the Site Plan Review Committee from the minimum off-street parking requirements if it can be shown that due to unique circumstances, a particular activity would not reasonably be expected to generate parking demand sufficient to justify the parking requirement. Any waiver granted by the Site Plan Review Committee shall not allow a greater building area than would have been possible had the original parking requirement been enforced. The Site Plan Review Committee may place conditions upon the granting of a waiver, and may require that the parking area not required upon the granting of the waiver be landscaped in addition to the minimum landscaping requirements.

Article II. Site Plan

Section 20-50. Final "as-built" plans required.

For all projects subject to site plan review in accordance with Section 20-35, a copy of final "as-built" plans and specifications for all utilities, permanent drainage and stormwater management facilities, water and sewer facilities and fire hydrants shall be submitted to the Director of Code Compliance prior to the issuance of any permanent Certificate of Occupancy.

Article IV. Districts

Division 7. Residential Planned Community District, R-4

Section 20-228. Street improvements.

- (a) All dedicated public streets shown on the final plan shall meet the design and construction requirements of the State Department of Highways and Transportation standards or the County Subdivision Ordinance, whichever is greater. Such public streets shall be coordinated with the major transportation network shown in the County Comprehensive Plan.
- (b) Private streets may be permitted upon approval of the Board of Supervisors and shall be coordinated with existing or planned streets of both the Master Plan and the County

Comprehensive Plan. Private streets shown on the final plan shall meet the requirements of the State Department of Highways, except as specified in (d) below.

The construction of streets whether public or private shall be guaranteed by appropriate surety, letter of credit, cash escrow, or other form of guarantee approved by the County Attorney and Director of Code Compliance.

- (c) To the extent streets are private rather than public, the applicant must also submit assurances satisfactory to the Planning Commission that a property owner's community association or similar organization has been legally established under which the lots within the area of the final plan will be assessed for the cost of maintaining private streets, and that such assessments shall constitute a pro rata lien upon the individual lots shown on the final plan.
- (d) The uniqueness of each proposal for a residential planned community requires that the specifications for the width, surfacing, construction and geometric design of streets, alleys, ways for public utilities and the specifications for curbs, gutters, sidewalks, street lights and storm water drainage be subject to modification from the specifications established in Chapter 17. The Planning Commission may, therefore, within the limits hereinafter specified, waive or modify the specifications otherwise applicable for a particular facility where the Planning Commission finds that such specifications are not required in the interests of the residents of the residential planned community and that the modifications of such specifications are not inconsistent with the interests of the entire County.

It shall be the responsibility of the applicant to demonstrate to the satisfaction of the Planning Commission with respect to any requested waiver or modification:

- (1) That the waiver or modification will result in design and construction that is in accordance with accepted engineering standards;
- (2) That the waiver or modification is reasonable because of the uniqueness of the residential planned community or because of the large area of the residential planned community within which the nature and excellence of design and construction will be coordinated, pre-planned and controlled;
- (3) That any waiver or modification as to streets is reasonable with respect to the generation of vehicular traffic that is estimated will occur within the area of the Master Plan;

- (4) That any waiver or modification as to sidewalks in "B", "C", "D", or "E" density areas be justified on the basis of anticipated pedestrian traffic or because other provisions are made for pedestrian traffic.
- (5) That traffic lanes of streets are sufficiently wide to carry the anticipated volume and speed of traffic and in no case less than ten feet wide; and
- (6) That waivers or modifications as to base and surface construction of streets and as the condition of ditches or drainage way be based upon soil tests for CBR value and erosion characteristics of the particular subgrade support soils in the area.

Division 8. Multi-Family Residential District, R-5

Section 20-251. Requirements for improvements and design.

- (a) Sewer and water. All dwelling units within the Multi-Family Residential District, R-5, shall be served by publicly-owned and operated sewer and water systems.
- (b) Open Space. At least 35% of the gross area of the site shall be retained in open space as defined in Section 20-2.
- (c) Recreation. A playground area or areas with playground equipment shall be provided by the developer. Such areas shall be centrally located and total at least one-half acre for every 50 dwelling units; provided, that the total shall not exceed 10% of the gross area of the site. For multi-family projects with less than 50 dwelling units, the recreation areas shall total 10% of the gross acreage of the site. The developer shall provide and install playground equipment specified on the site plan prior to the issuance of any Certificates of Occupancy. Recreation areas and facilities may be deeded to a residents' association.
- (d) Sidewalks. Sidewalks of a minimum width of four feet shall be constructed between buildings, parking areas and public areas. If paralleling a street, sidewalks shall be separated from the edge of the pavement by a utility strip which shall be at least two feet wide and landscaped. If not constructed of concrete, the material and design shall be specified on the site plan and subject to commission approval.
- (e) Utility lines. All utility lines, including electrical, telephone, and cable television, shall be placed below ground.
- (f) Parking. Off-street parking facilities shall be provided in accordance with Section 20-12 of this Chapter.

- (g) Bicycle storage racks. Bicycle storage and parking racks shall be provided with a capacity of 0.5 space for each dwelling unit in townhouse, apartment, and condominium developments.
- (h) Streets. All streets shall meet the design and construction requirements of the State Department of Highways and Transportation, or the requirements of the County Subdivision Regulations, whichever is greater. All streets shall be consistent with the major thoroughfare plan of the County Comprehensive Plan. The traffic generated by a Multi-Family Residential District, R-5, shall not exceed the capacity of adjoining thoroughfares. The daily traffic shall be determined by multiplying the number of proposed dwelling units by seven (7) vehicle trips per day and compared to the existing traffic and road capacity as determined by the Highway Engineer. The construction of private streets shall be guaranteed by appropriate surety, letter of credit, cash escrow or other form of guarantee approved by the County Attorney and Director of Code Compliance.
- (i) Fire hydrants. Fire hydrants shall be at locations and of types approved by the County Director of Code Compliance and County Fire Chief. No structure within the project shall be further than 400 feet from a hydrant.
- (j) Trash collection. If containers are provided, they shall be conveniently located to serve all dwelling units. The sites for such containers shall be attractively screened by natural vegetation, landscaping or fences.
- (k) Street lights. Street lights shall be provided, as required by Section 20-12(B)(5) of this Chapter and the County Subdivision Ordinance. All streetlights shall be specified on the site plan, generally at intersections and in parking lots and other public areas. The lighting shall be directed so as not to produce objectionable glare on adjacent property or into residences within the development. No lighting fixture on pedestrian or bicycle paths, or parking lots shall exceed a height of 15 feet.
- (l) Site plan. A site plan for the project must be approved in accordance with Article II of this Chapter.
- (m) Building height. A building may exceed 35 feet in height only upon the granting of a height limitation exemption by the Board of Supervisors. Upon application, the Board of Supervisors may grant a height limitation exception upon finding that:
 - (1) Such building will not obstruct light from adjacent property;

- (2) Such building will not impair the enjoyment of historic attractions and areas of significant historic interest;
- (3) Such building will not impair property values in the surrounding area;
- (4) Such building is adequately designed and served from the standpoint of safety, and the County Fire Chief certifies that the fire safety equipment to be installed is adequately designed and that the building is reasonably well located in relation to fire stations and equipment, so as to offer adequate protection to life and property; and
- (5) Such building would not be contrary to the public health, safety and general welfare.
- (n) Maximum number of units and facade variety. A maximum of ten townhouse units shall be included in one structure. The facade of townhouses within a group shall be changed by variation in the depth of front yards, building materials and-or design, so that no more than two abutting units shall be of like appearance.
- (o) Private yards. Each two-family dwelling unit and each townhouse unit shall open directly into a private yard of a minimum of 200 square feet.
- (p) Minimum distances. The distance between two main structures on a single lot shall be a minimum of the height of the taller structure. Accessory structures shall be a minimum of 10 feet from any other structure.
- (q) Drainage Facilities. Adequate facilities for the control of storm water, erosion and sedimentation shall be provided in accordance with the Virginia Erosion and Sediment Control Handbook and the Virginia Department of Highways and Transportation Drainage Manual.
- (r) Natural features and amenities. Existing features which would enhance the residential environment or the County as a whole such as trees, watercourses, historic spots and similar features shall be preserved wherever possible.
- (s) Guarantee for improvements. The Zoning Administrator shall not issue a temporary Certificate of Occupancy or Certificate of Occupancy until the applicant has guaranteed the completion of public improvements, including but not limited to public roads, public water and public sewer facilities, shown on the approved site plan by providing either a letter of credit, certified check, cash escrow, cash payment, or other surety, approved by the County Attorney.

- (t) Maintenance of common open space, recreation facilities, etc. The maintenance of common open space, recreation facilities, sidewalks, parking, private streets and other privately-owned but common facilities serving the project shall be guaranteed by the developer, project owner or a properly established homeowners association. (Ord. No. 31A-88, Section 20-80.13, 4-8-85; Ord. No. 31A-89, 9-9-85; Ord. No. 31A-91, 12-2-85)

Article VIII. Planned Unit Development Districts

Section 20-482. Requirements for improvements and design.

- (a) Water and sewer. All structures and uses within a Planned Unit Development District shall be served by public water and public sewage systems. Extensions and expansions of public utilities to serve the development shall be governed by the regulations and policies governing service of the appropriate public agency.
- (b) Recreation areas. Areas on the Master Plan designated as A (single-family detached), B (two-family or townhouses), C (multi-family structures less than three stories) or D (multi-family structures of three or more stories) shall be provided with a recreation area or areas. The developer shall provide and install playground equipment, playfields, tennis courts or other recreation facilities prior to the issuance of Certificates of Occupancy. Such facilities shall be owned and maintained by the developer or a residents' association.
- (c) Parking. Off-street parking facilities shall be provided in accordance with the off-street parking requirements of this Chapter.
- (d) Streets. All streets shall meet the requirements of the State Department of Highways and Transportation or the requirements of the County subdivision regulations, whichever is greater. Such streets shall be coordinated with the major transportation network shown in the County Comprehensive Plan. The construction of streets, whether public or private, shall be guaranteed by appropriate surety, letter of credit, cash escrow or other form of guarantee approved by the County Attorney and Director of Code Compliance. Private streets may be permitted upon the approval of the Board of Supervisors.
- (e) Fire hydrants. Fire hydrants shall be at locations and of types approved by the County Director of Code Compliance and County Fire Chief. No structure within the District shall generally be further than four hundred feet from a hydrant.
- (f) Street lights. Street lights shall generally be provided at each intersection and adequately spaced in parking lots and other public areas. The lighting shall be directed so as not to produce objectionable glare on adjacent property or into residences within or near the development. No lighting fixture shall exceed a height of 15 feet within residential areas of a Planned Unit Development District, nor 30 feet in commercial or industrial areas.

(g) Drainage Facilities. Facilities for the adequate control of stormwater drainage and erosion and sedimentation shall be provided in accordance with the Virginia Erosion and Sediment Control Handbook and the Virginia Department of Highways and Transportation Drainage Manual.

(h) Natural features and amenities. Existing features which would add value to the residential development or to the County as a whole, such as trees, watercourses, historical sites and similar irreplaceable assets, shall be preserved wherever possible.

(i) Signs. All signs within a Planned Unit Development District shall comply with Article VIII of this Chapter.

Article IX. Residential Cluster Development

Section 20-509. Density bonuses.

(a) The permitted number of dwelling units defined in Section 20-508 may be increased upon the granting of a density bonus by the Board of Supervisors. Upon application, the Board of Supervisors may grant density bonuses in accordance with part (b) hereunder upon finding that the increased density will not impair the character of the area, nor likely reduce the value of surrounding buildings or property.

(b) A density bonus equaling 2.5% of the density calculated according to Section 20-508 may be awarded for each condition, specified in (1) through (11) below, which is met by the cluster development; provided, however, that in no case shall the accumulated density bonus exceed ten percent.

1. Provision of sidewalks on all internal streets.
2. Creation of a scenic easement adjoining any road designated as a greenbelt on the Comprehensive Plan. Such scenic easement shall be at least 50 feet wide as measured from the road right-of-way.
3. Creation of a buffer area around any marsh or perennial stream shown on U.S. Geological Survey topographic maps. In tidal areas such buffer shall be at least 20 feet wide as measured from the marsh or stream at mean high water. For nontidal water courses the buffer shall be at least 20 feet wide as measured from the stream bank. The buffer area shall contain no structures or improvements of any kind, except that unpaved footpaths are permitted.
4. Dedication of land accepted by the County. Such land shall be dedicated for use as a school site, fire station site, park site, or other public facility site, shall be suitable for the proposed use and shall be at least two acres in size.

5. Undertaking an archaeological survey of the site according to guidelines provided by the Virginia Historic Landmarks Commission.
6. Preserving any archaeological or historic site or structure judged to be of significant value by the Virginia Historic Landmarks Commission.
7. Preserving in its natural state, any area demonstrated to be a habitat for any endangered, rare, or threatened species of plant or wildlife so designated by the State of Virginia or the federal government, or listed in Rare and Endangered Vascular Plant Species in Virginia, (Duncan M. Porter, Virginia Polytechnic Institute and State University, 1979).
8. Provision of sidewalks joining the cluster development with any arterial or public facility excluding pump stations, fire stations, and dumpster locations. Such sidewalks shall be at least one-half mile in length and shall meet the specifications of the Division of Code Compliance.
9. Provision of paved bicycle paths at least one-half mile in length.
10. Construction within the project of any lake to be used for recreation or drainage regulation, provided that the lake is open and usable to the residents of the development for recreational purposes.
11. Provision of a community swimming pool, a community recreation building or other similar major recreation facility such as tennis courts.

Article X. Overlay Districts
Division 1. Reservoir Protection Overlay
District, RP

Section 20-529. Prohibited uses.

- (a) The following uses shall be prohibited within the Reservoir Protection Overlay District:
 - (1) Storage or production of hazardous wastes as defined in Section 32.1-177 of the Code of VA, 1950, as amended.
 - (2) Transmission pipelines for liquefied natural gas, liquid petroleum products, slurry coal, and any other solids or liquids provided however, that on-site distribution pipelines or connections to existing pipelines, water lines, sewer lines, and storm sewers shall not be prohibited hereunder.

- (3) Land application of industrial wastes (as defined in guidelines prepared by the Division of Code Compliance).
 - (4) Commercial livestock feeding operations. For the purposes of this article, the term commercial livestock feeding operation shall mean a lot, yard, structure, corral, or other area in which more than 500 animal units (as defined by the U. S. Environmental Protection Agency) of livestock are confined primarily for the purpose of feeding, growing, raising, holding, and birthing prior to slaughter or sale. The term does not include areas which are being used for the raising of crops or other vegetation upon which livestock are allowed to graze or feed.
 - (5) Sanitary landfills.
- (b) The following uses shall be prohibited within 200 feet of a tributary stream and within 200 feet of the normal pool of a water supply reservoir (these distances shall be horizontal measurements):
- (1) Bulk storage of petroleum and asphalt products and compounds.
 - (2) Storage of hazardous substances in reportable quantities as listed in 44 Fed. Reg. 50777 et seq. (1979).

Section 20-530. Requirements for residential uses.

- (a) Each residential lot shall have a minimum area of one acre (43,560 square feet); provided, however, the minimum area requirement of one acre shall not apply to lots recorded or legally in existence as of December 5, 1983. Such lots of less than one acre used for residential purposes shall be limited to one principal residential use.
- (b) For residential subdivisions of more than five lots and mobile home parks, the applicant shall, at the time of filing a site plan or a preliminary plat for a subdivision, submit five copies of a Runoff Analysis in accordance with Section 20-534(a). Performance assurances shall be provided that all runoff control and reservoir protection measures proposed in the Runoff Analysis shall be constructed, operated and maintained so as to meet the performance criteria set forth in the study. The form of agreement and type of bond or letter of credit shall be approved by the County Attorney. The amount of bond or letter of credit and designated length of completion time shall be set by the Director of Code Compliance or his authorized designee.
- (c) Development in the Planned Unit Development-Residential (PUD-R) district may be exempted from the requirements of Section 20-530(a) and (b), Section 20-531, Section 20-532 and Section 20-533 of this article provided the applicant at the time of filing for a rezoning shall provide five copies of a Runoff

Analysis in accordance with Section 20-534(a), and performance assurances that all runoff control and reservoir protection measures proposed in the Runoff Analysis shall be constructed, operated and maintained so as to meet the performance criteria set forth therein. The form of agreement and type of bond or letter of credit and designated length of completion time shall be set by the Director of Code Compliance or his authorized designee.

Section 20-531. Area requirements - Exceptions.

Residential lots smaller than one acre shall be permitted in accordance with the underlying zoning district after the issuance of a special use permit by the Board of Supervisors, provided that subdivisions shall meet the following conditions:

- (a) The overall project density shall not exceed one dwelling unit per acre;
- (b) The applicant shall submit a Runoff Analysis in accordance with Section 20-534; and
- (c) Performance assurances shall be provided that all runoff control and reservoir protection measures proposed in the Project Runoff Analysis shall be constructed, operated and maintained so as to meet the performance criteria set forth therein. The form of agreement and type of bond or letter of credit shall be approved by the County Attorney. The amount of bond or letter of credit and designated length of completion time shall be set by the Director of Code Compliance or his authorized designee.

Section 20-532. Stream and reservoir setback requirements.

- (a) Within the Reservoir Protection Overlay District, a buffer strip along any tributary stream shall be required to remain in its natural state or be planted with an erosion retarding vegetative cover. The width of the buffer strip shall be at least 100 feet. All structures shall be located outside of the required buffer strip. No septic tank or septic tank drain field shall be located within 150 feet of a tributary stream; provided, however, if the septic system is located upstream from and drains through a runoff control detention pond which has been approved by the Director of Code Compliance or his authorized designee, this limitation may be reduced to 100 feet.
- (b) All structures shall be located at least 200 feet from any water supply reservoir. No septic tank or septic tank drain field shall be located within 200 feet of the normal pool elevation of a water supply reservoir. All land within 200 feet of the normal pool elevation of a water supply reservoir shall remain in its natural state or be planted with an erosion retarding vegetative cover.

- (c) All distances in (a) and (b) above shall be horizontal measurements. Tributary streams shall be measured from the edge of the water.

Section 20-533. Requirements for commercial and industrial uses.

For the purposes of this article, commercial and industrial activities are defined as activities permitted by right or by special use permit in the General Business B-1, Limited Industrial M-1, or General Industrial M-2 Districts.

- (a) Within the Reservoir Protection Overlay District buildings to be erected or land to be used for commercial or industrial activities shall be permitted in accordance with the underlying zoning district after the issuance of a special use permit by the Board of Supervisors and provided that the following conditions are met:
- (1) The applicant shall submit a Runoff Analysis in accordance with Section 20-534; and
 - (2) Performance assurances shall be provided that all runoff control and reservoir protection measures proposed in the Runoff Analysis shall be constructed, operated and maintained so as to meet the performance criteria set forth therein. The form of agreement and type of bond or letter of credit shall be approved by the County Attorney. The amount of bond or letter of credit and designated length of completion time shall be set by the Director of Code Compliance or his authorized designee.
 - (3) The applicant shall submit to the Planning Director a list of all hazardous substances cited in 44 Fed. Reg. 50777 et seq. (1979) and which are intended to be used on the site, and a description of proposed methods of containment of such substances.
- (b) No Runoff Analysis shall be required for commercial or industrial development involving the establishment of less than 5,000 square feet of impervious surface. No special use permit shall be required for commercial or industrial developments involving the establishment of less than 5,000 square feet of impervious surface, unless required by the underlying zoning district.

Section 20-534. Runoff analysis.

- (a) The Runoff Analysis shall be performed or reviewed by a Virginia Registered Professional Engineer who shall certify that the study has been conducted in accordance with guidelines prepared by the Division of Code Compliance. The study shall address at a minimum the following topics:

- (1) Description of the proposed project including location and extent of impervious surfaces, anticipated use of the land and buildings; description of the site including topographic, hydrologic, and vegetative features.
 - (2) Characteristics of natural runoff on the site including its rate and chemical composition including phosphorus concentration, suspended solids, and other chemical characteristics as deemed necessary by the Director of Code Compliance to make an adequate assessment of water quality.
 - (3) Characteristics of runoff on the site with the proposed project, including its rate, and chemical composition including phosphorus concentration, suspended solids, and other chemical characteristics as deemed necessary by the Director of Public Works to make an adequate assessment of water quality.
 - (4) Measures that can be employed to reduce the rate of runoff and pollutant loading of runoff from the project area, both during construction and after.
 - (5) Performance criteria proposed to assure an acceptable level of runoff quality and rate. At a minimum such criteria shall provide for a 75% reduction of suspended solids and phosphorus, and the retention or infiltration of the first one-inch of runoff from impervious surfaces.
 - (6) Proposed runoff control and reservoir protection measures for the project.
- (b) The applicant shall submit five copies of the Runoff Analysis to the Planning Director who shall evaluate the study for compliance with these regulations and, if found to be complete, shall within thirty days after the Runoff Analysis has been filed, prepare a report with recommendations on the proposed project.

The Planning Director's report shall include, but not be limited to the following:

- (1) Impact of the proposed project on the water supply reservoir.
- (2) Adequacy of performance criteria specified in the study, including ability to monitor.
- (3) Recommendations for additional reservoir protection measures, if required, including monitoring.
- (4) Final recommendations regarding the proposed project.

A copy of the Planning Director's report shall be sent to the applicant. The Runoff Analysis and the Planning Director's report shall be considered by the Planning Commission within thirty days after completion of the Planning Director's report. Both reports shall be considered by the

Planning Commission and the Board of Supervisors in their deliberations on the issuance of a special use permit.

Division 2. Floodplain Area Regulations

Section 20-549. Designation of floodplain areas.

The 100 year floodplain shall be determined to the satisfaction of the Director of Code Compliance taking into consideration:

- (1) The existing hydraulic system of the drainage basin; and
- (2) Future land use based on full development as indicated in the most recently adopted Comprehensive Plan.

As a minimum, such floodplain delineated shall be:

- (1) Property within Zone A of a Flood Hazard Boundary Map (FHBM) published by the Federal Insurance Administrator; or
- (2) Property within Zones A-1-30 of a Flood Insurance Rate Map (FIRM) published by the Federal Insurance Administrator.

Such maps shall be available for inspection in the Department of Code Compliance and Development Management Department.

Section 20-555. Regulations for public utilities.

Nonessential or improper installation of public utilities and public facilities in floodplain areas shall be prohibited:

- (1) Water supply system. New or replacement water supply systems in a floodplain area shall be designed to eliminate infiltration of floodwaters.
- (2) Sanitary sewerage systems. New or replacement sanitary systems shall be designed to minimize or eliminate infiltration of floodwaters or discharge of effluents into floodwaters.
- (3) Septic tanks. New or replacement septic tank drain fields shall be placed where they shall not be impaired or contaminated by a base flood.

This Section shall be administered by the Director of Code Compliance or Health Official where applicable.

Section 20-556. Regulations for filling of floodplain areas.

Filling of land which has an elevation lower than the elevation of a 100 year flood shall be prohibited unless:

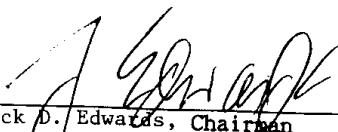
- (1) Such fill will not increase the level of flooding on any other property; or
- (2) The cubic area of the 100 year floodplain to be filled is equaled by additional cubic area to be added to the 100 year floodplain via a dredging or removal of earth.

These requirements are essential to prohibit increased flood hazard to other property and life as a result of such filling. This Section shall be administered by the Director of Code Compliance. The applicant shall provide whatever data is necessary to make such determinations, as certified by a licensed surveyor or engineer.

Filling or other encroachments into a designated floodway that would impair its flood conveyance are prohibited.


Section 20-557. Watercourse modification.

The Federal Insurance Administrator, adjacent jurisdiction and State coordinating office shall be notified prior to the alteration or relocation of the main channel of any watercourse. The flood-carrying capacity to such watercourse shall be maintained. This Section shall be administered by the Director of Code Compliance.



Jack D. Edwards, Chairman
Board of Supervisors

ATTEST:



David B. Norman
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
NORMENT	ABSENT
TAYLOR	NAY
MAHONE	AYE
DEPUE	AYE
EDWARDS	AYE

Adopted by the Board of Supervisors of James City County, Virginia,
this 22nd day of February, 1988.

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated January 29, 19 88, by and between
Louis C. Goodfarb trading as Virby Realty Company, with its principal
office at 9286 Warwick Boulevard, Newport News, Virginia 23607
~~XXXXXX XXXXXX~~, hereinafter referred to as the LESSOR, and The City of Williamsburg/James City County
hereinafter referred to as the LESSEE

WITNESSETH:

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the following described property, hereinafter referred to as the
"Leased Premises":

Space designated as Suite 200 (as outlined in red on the attached Exhibit A)
containing approximately 3,082 square feet and being located at the following address: 300 McLaws Circle
Williamsburg, Virginia 23185

State of Virginia, together with the appurtenances including, without limitation, the right, in common with others, to use for the respective purposes for
which they are intended, the lobbies, elevators, stairways, and other public and service portions of the stairways, and other public and service portions of
the building which Lessee and invitees are permitted to use hereinafter collectively called "common areas."

1. **TERM:** This lease shall be for a term of three (3) years, commencing on April 1, 19 88, and terminating
on March 31, 19 91, on the terms and conditions, as set forth herein.
2. **USE:** The leased premises are to be used for general office purposes of The District Court Service Unit -
Counseling Center

allowed and for no other purpose without prior written consent of Lessor. Lessee shall not use the leased premises for any unlawful purpose or so as to
constitute a nuisance.

3. **POSSESSION:** The Lessor covenants and agrees to have the leased premises completed and ready for possession on or before the above commencement
date, barring strikes, insurrections, Acts of God and other casualties or unforeseen events beyond the control of the Lessor. Lessee agrees to accept
possession of said leased premises within ten (10) days from receipt of notice by the Lessor of completion. The Lessee, at the expiration of the terms, shall
deliver up the leased premises in good repair and conditions, damages beyond the control of the Lessee, reasonable use, ordinary decay, wear and
tear, excepted

4. **RENT:** Lessee hereby covenants and agrees to pay, during the term hereof, to the Lessor, in advance and beginning on the commencement date of this
lease and on the first day of each and every month thereafter a base rent of Two Thousand Four Hundred Thirty Nine and
92/100 Dollars (\$2,439.92) for the first month's rent payable on or before April 1, 1988
or upon completion of suite improvements, whichever event shall occur later, and the sum
of Two Thousand Four Hundred Thirty Nine and 92/100 Dollars (\$2,439.92) payable on the
first day of the next succeeding thirty five (35) months for a base lease total of Eighty
Seven Thousand Eight Hundred Thirty Seven and 00/100 Dollars (\$87,837.00).
Rent shall be paid to Lessor at

Drucker & Falk, Realtors
P.O. Box 96
Newport News, Virginia 23607

Attn: Commercial Property Management

Lessee's possession commences on other than the first day of the month. Lessee shall occupy the leased premises under the terms, conditions, and
provisions of this Lease and the prorata portion of the monthly rent for said month shall be paid, and the term of this Lease shall commence on the first day of
the month following that in which possession is given. The Lessee shall occupy the demised premises within

RENEWAL: This Lease shall stand renewed for successive additional terms of one (1) year unless either party shall not less than sixty days prior to
the end of the term hereof, or not less than ninety days prior to the end of any renewal term, by written notice to the other party, terminate the same. Failure of
either of the parties to serve such written notice of termination on the other party shall extend the term for an additional period for one (1) year and obligate
the Lessee to all of the terms and conditions hereof for such renewal term, including the obligation to pay rent therefore, as set forth herein.
See attached Addendum 32.0 hereby made a part of this lease agreement.

RENT ADJUSTMENT: The monthly base rent for each twelve month period subsequent to the first complete twelve month period occurring during the term
of this Lease or any renewal thereof shall be computed by multiplying the base rent, as set forth in Paragraph Four, by a fraction whose numerator shall be
the Consumer Price Index (U.S. City Average - 1967 = 100) - All Items, Bureau of Labor Statistics of the United States Department of Labor, for the third month
prior to the respective anniversary date and whose denominator shall be the Consumer Price Index Revised Consumer Price Index for Urban Wage Earners
and Clerical Workers (CPI-W) (All Items) for the month of the commencement date of this Lease, provided that in no event shall such base rent be less than the
base rent stated in Paragraph Four. The Lessor shall notify the Lessee of the adjusted monthly base rent, in writing, prior to the respective anniversary date if
such rent adjustment occurs. The Lessee agrees to pay the adjusted monthly base rent, together with any applicable taxes as set forth in Paragraph Seven.

on the first day of each and every month for the following twelve month period or for those months remaining in said period after notification by Lessor. However, the Lessee shall not be liable for rent adjustments for any portion of any twelve month period prior to notification by Lessor. See attached Addendum 33.0 hereby made a part of this lease agreement

SALES AND USE TAX: The Lessee hereby covenants and agrees to pay monthly, as additional rent, any sales, use or other tax, excluding State and/or Federal income tax, now or hereafter imposed upon rents by the United States of America, the State, or any political subdivisions thereof, to the Lessor, notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on the Lessor.

8. NOTICES: All notices required to be sent by each party to the other shall be given by registered or certified mail, with return receipt requested, and the date of the delivery of such notice shall be the date of the notice. The only admissible evidence that notice has been given shall be the U.S. Postal Service Return Receipt, excepting, however, that in the event the acceptance of the notice is refused, then in such event, the giving of the notice shall be the date of the attempted delivery and the return of the notice to the sender by the U.S. Postal Service shall be conclusive evidence that notice has been given.

9. WAIVER OF SUBROGATION: Lessor and Lessee hereby agree that all insurance policies which each of them shall carry to insure the demised premises and the contents therein against casualty loss, and all liability policies which they shall carry pertaining to the use and occupancy of the demised premises shall contain waivers of the right of subrogation against Lessor and Lessee herein, their heirs, administrators, successors, and assigns.

10. SIGNS: No sign, advertisement or notice shall be inscribed, painted or affixed by Lessee on any part of the outside or inside of the Building, except on the entrance to the premises, and such door signs shall be such size, color and style as Lessor shall approve. Lessor shall designate who shall do such work, but shall be done at the expense of Lessee. Lessor may allow ground floor tenants' signs on the exterior of the building, subject to Lessor's approval.

11. SECURITY DEPOSIT: The Lessee, concurrently with the execution of this Lease, has deposited the sum of \$ the receipt being hereby acknowledged, which sum shall be retained by the Lessor as security for the payment by the Lessee of the rent herein agreed to be paid and for the faithful performance of the covenants of this Lease. This deposit is to be held by the Lessor during the term hereof in an account separate from Lessor's funds, and shall not be used by Lessor except for the purpose herein stated. Interest at the rate of four (4%) percent per annum shall be added to and be treated in the same manner as the original security deposit. If at any time the Lessee shall be in default in any of the provisions of this Lease, the Lessor shall have the right to use said deposit, or so much thereof as may be necessary in payment of any rent in default as aforesaid and/or in payment of any expense incurred by the Lessor in and about the curing of any default by said Lessee, and/or in payment of any damage incurred by the Lessor by reason of such default of the Lessee, or at the Lessor's option, the same may be retained by the Lessor in liquidation of part of the damages suffered by the Lessor by reason of the default of the Lessee. In the event that said deposit shall not be utilized for any such purpose, then such deposit shall be returned to the Lessee not later than sixty (60) days after termination of this lease agreement.

12. DESTRUCTION OF PREMISES:

(A) If the leased premises are totally destroyed by fire or other casualties, both the Lessor and Lessee shall have the option of terminating this Lease or any renewal thereof, upon giving written notice at any time within thirty (30) days from the date of such destruction; and, if the Lease be so terminated, all rent shall cease as of the date of such destruction and any prepaid rent shall be refunded.

(B) If such leased premises are partially damaged by fire or other casualty, or totally destroyed thereby and neither party elects to terminate this Lease within the provisions of Paragraph (A) above, or (C) below, then the Lessor agrees, at Lessor's sole cost and expense, to restore the leased premises to a kind and quality substantially similar to that immediately prior to such destruction or damage. Said restoration shall be commenced within a reasonable time and completed without delay on the part of the Lessor and in any event shall be accomplished within one hundred fifty (150) days from the date of the fire or other casualty. In such case, all rents paid in advance shall be proportioned as of the date of damage or destruction and all rent thereafter accruing shall be equitably and proportionately suspended and adjusted according to the nature and extent of the destruction or damage, pending completion or rebuilding, restoration or repair, except that in the event the destruction or damage is so extensive as to make it unfeasible for the Lessee to conduct Lessee's business on the leased premises, the rent shall be completely abated until the leased premises are restored by the Lessor or until the Lessee resumes use and occupancy of the leased premises, whichever shall first occur. The Lessor shall not be liable for any inconvenience or interruption of business of the Lessee occasioned by fire or other casualty.

(C) If the Lessor undertakes to restore, rebuild or repair the premises, and such restoration, rebuilding or repair is not accomplished within one hundred fifty (150) days, and such failure does not result from causes beyond the control of Lessor, the Lessee shall have the right to terminate this Lease by written notice to the Lessor within thirty (30) days after expiration of said one hundred fifty (150)-day period.

SERVICES: Lessor will furnish ordinary and customary janitorial and cleaning services, (Monday through Friday), reasonable electricity, not to exceed watt hours per day per square foot. Lessor will furnish, upon the commencement of the term hereof, electric light bulbs for the lighting fixtures installed by the leased premises, and thereafter able electricity, not to exceed 50 watt hours per day per square foot. Lessor will furnish, upon the commencement of the term hereof, electric light bulbs for the lighting fixtures installed by it in the leased premises, and thereafter any necessary replacement of such bulb shall be made by and at the expense of Lessee. Lessee shall not use any method of heating or cooling the demised premises other than that provided by Lessor. Lessor reserves the right to interrupt, curtail or suspend the services required to be furnished under this paragraph when the necessity or advisability therefore arises by reason of accident, emergency, mechanical breakdown, the requirement of any authority having jurisdiction, or for any other cause beyond the control of Lessor. In the event of interruption or suspension of any such services, Lessor shall use due diligence to restore such services with reasonable dispatch, but shall not have any suspension of any such service unless such interruption or suspension is due to Lessor's own willful act and no abatement or rent shall be allowed Lessee as a result thereof, not shall this lease or any of Lessor's obligations be in any way affected thereby.

14. ALTERATIONS: Lessee covenants that it will not make any alterations, additions or improvements to the leased premises without Lessor's prior written consent, and all such alterations, additions, and improvements shall become the property of the Lessor and shall be surrendered along with the leased premises at the expiration or earlier termination of this Lease. Or, upon notice of Lessor, Lessee must remove said alterations, additions or improvements and repair any and all damages.

15. LESSOR'S RIGHT TO INSPECT AND DISPLAY: The Lessor shall have the right, at reasonable times during the term of this Lease, to enter the leased premises for the purpose of examining or inspecting same and of making such repairs or alterations therein as the Lessor shall deem necessary. The Lessor shall also have the right to enter the leased premises at all reasonable hours for the purpose of displaying said premises to prospective tenants within ninety (90) days prior to the termination of this Lease.

16. CONDEMNATION: If, during the term of this Lease or any renewal thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then, in either event, the term hereby granted shall cease and come to an end as of the day the event last occurs. Upon such occurrence the rent shall be proportioned as of such date and any prepaid rent shall be returned to the Lessee. The Lessor shall be entitled to the entire award for such taking, except for any statutory claim of the Lessee for injury, damage or destruction of Lessee's business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use as destruction of Lessee's business accomplished by such taking, this Lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of the leased premises taken. In no event shall the Lessor be liable to the Lessee for any business interruption, diminution in use or for the value of any unexpired term of this Lease.

34

17. **ASSIGNMENT:** The Lessee covenants and agrees not to encumber or assign this Lease or sublet all or any part of the leased premises without the written consent of the Lessor, which consent the Lessor covenants and agrees shall not be unreasonably withheld. Such assignment shall in no way relieve the Lessee from any obligations hereunder for payment of rents or the performance of the conditions, covenants and provisions of this Lease. In no event shall the Lessee assign or sublet the leased premises for any terms, conditions and covenants other than those contained herein. In no event shall this Lease be assigned or be assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Lessee under any bankruptcy, insolvency or reorganization proceedings. Lessor shall not be liable nor shall the leased premises be subject to any mechanics' materialsman's, or other type liens and Lessee shall keep the premises and property in which the leased premises are situated free from any such liens and shall indemnify Lessor against and satisfy any such liens which may obtain because of Acts of Lessee notwithstanding the foregoing provisions.

18. **HOLDOVER:** It is further covenanted and agreed that if the Lessee, any assignee or sublessee shall continue to occupy the leased premises after the termination of this Lease (including a termination by notice), without prior written consent of the Lessor, such tenancy shall be Tenancy at Sufferance. Lessor's right or reentry or any other right contained herein.

19. **SUCCESSORS AND ASSIGNS:** This Lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto.

20. **WAIVER:** No waiver or any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same, covenant or condition of any other covenant or condition of this Lease.

21. **SUBORDINATION:** This Lease shall be subject and subordinated at all times to the liens of any mortgages or deeds of trust in any amount or amount whatsoever now existing or hereafter encumbering the leased premises, without the necessity of having further instruments executed by the Lessee to effect such subordination. Notwithstanding the foregoing, Lessee covenants and agrees to execute and deliver upon demand, such further instruments evidencing such subordination of this Lease to such liens of any such mortgages or deeds of trust as may be requested by Lessor. So long as the Lessee hereunder shall pay the rent reserved and comply with, abide by and discharge the terms, conditions, covenants and obligations on its part, to be kept and performed herein and shall attorn to any successor in title, notwithstanding the foregoing, the peaceable possession of the Lessee in and to the leased premises for the term of this Lease, shall not be disturbed, in the event of the foreclosure of any such mortgage or deed of trust, by the purchaser at such foreclosure sale or such purchaser's successor in title.

22. **INDEMNIFICATION:** The Lessor shall not be liable for any damage or injury to any person or property, whether it be the person or property of the Lessee or the Lessee's employees, agents, guests, invitees or otherwise by reason of Lessee's occupancy of the leased premises or because of fire, flood, windstorm, hail, lightning, or for any other reason. The Lessee agrees to indemnify and save harmless the Lessor from and against any and all loss, damage, claim, demand, liability or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the occupancy or use of the leased premises by the Lessee or by reason thereof or in connection therewith, or in any way arising on account of any injury or damage caused to any person or property on or in the leased premises providing, however, that Lessee shall not indemnify as to the loss or damage due to fault of Lessor. See attached Addendum 34.0 hereby made a part of this lease agreement.

23. **CONSTRUCTION OF LANGUAGE:** The terms lease, lease agreement or agreement shall be inclusive of each other, also to include renewals, extensions or modifications of the Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the sense requires. The paragraph headings and titles are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

24. **DEFAULT:** In the event the Lessee shall default in the payment of rent or any other sums payable by the Lessee herein, and such default shall continue for a period of ten (10) days, or if the Lessee shall default in the performance of any other covenants or agreements of this Lease and such default shall continue for thirty (30) days after written notice thereof, or if the Lessee should become bankrupt or insolvent or any debtor proceedings be taken by or against the Lessee, then and in addition to any and all other legal remedies and rights, the Lessor may declare the entire balance of the rent for the remainder of the term to be due and payable and may collect the same by distress or otherwise and Lessor shall have a lien on the personal property of the Lessee which is located in the leased premises and in order to protect its security interest in the said property Lessor may, without first obtaining a distress warrant, lock up the leased premises in order to protect said interest in the secured property, or the Lessor may terminate this lease and retake possession of the leased premises, or enter the leased premises and re-let the same without termination, in which later event the Lessee covenants and agrees to pay any deficiency of rent to any two or more of such remedies or rights, and adoption of one or more such remedies or rights shall not necessarily prevent the enforcement of any other remedy or thereafter.

The Lessee also covenants and agrees to pay reasonable attorney's fees and costs and expenses of the Lessor, including court costs, if the Lessor employs an attorney to collect rent or enforce other rights of the Lessor herein in event of any breach, as aforesaid, and the same shall be payable regardless of whether collection or enforcement is affected by suit or otherwise. Lessee shall pay a late charge of ~~one percent~~ **equal to six percent (6%)** on any rent installment or additional charge when paid more than ten (10) days after due date thereof.

25. **LESSEE REPAIRS:** Lessee covenants that during the term it will take care of the leased premises and the fixtures and equipment therein and, at its sole expense, keep the same in good condition and repair throughout the term, making such replacements as may be necessary, and at the expiration of the term remove any installations or improvements if made which Lessor wishes removed, and deliver up the leased premises in as good order and condition as the same were in at the time possession thereof was delivered to Lessee, ordinary wear and tear and damage caused by fire or other unavoidable casualty excepted. All installations, repairs, restorations and replacements shall be equal in quality to the original work.

26. **LESSOR'S REPAIRS:** Lessor shall, at its own cost and expense, make such repairs and alterations to and replacements of the Common Areas and the structure, roof and exterior, of the Building as shall be reasonably necessary for Lessee's occupancy of, and conduct of business in, the leased premises and the use of the Common Areas, unless the need for such repairs is occasioned by the negligent or willful act of Lessee, its agents, employees or invitees, in which event such repairs shall likewise be made by Lessor, but shall be charged to Lessee. Anything in the foregoing to the contrary notwithstanding Lessor shall have no liability for damage or injury to person or property as a result of its failure to make any such repair or replacement unless, within a reasonable time after being notified by Lessee of the need therefore, Lessor shall have failed to make such repair or replacement and such failure shall not have been due to cause beyond Lessor's control, including without limitation, strikes, inability to obtain materials or equipment. Lessor, its agents, employees and contractors, shall have the right, at any time, and from time to time, to enter the leased premises for the purpose of inspection or for the purpose of making any of the aforesaid repairs or replacements. Lessee shall not be entitled to any reduction in rent, or any claim for damages, by reason of any inconveniences, annoyance, injury to business or loss of natural light or ventilation arising out of any repairs, alterations, or replacements made by Lessor pursuant to this Paragraph. See attached Addendum 35.0 hereby made a part of this lease agreement.

27. **LANDLORD'S LIABILITY:** Lessor or Agent shall not be responsible for any latent defect in, deterioration of, or change in the condition of, the building or leased premises, or for any damage resulting therefrom, whether to person or property. Lessor, or Agent, shall not be liable for loss of any property of Lessee (its agents, servants, employees or invitees) as a result of theft or misplacement. Lessor, or Agent, shall not be liable for any death, injury, loss or damage to persons or property howsoever caused, whether (without limitation) caused by or resulting from falling plaster, dampness, overflow or leakage, upon or into the building or leased premises of water, rain, snow, steam, gas or electricity, or breakage, leakage or obstruction of pipes or other facilities, unless such death, injury, loss or damage shall be caused by the negligence or willful act of Lessor, or Agent. The enumeration, in this Paragraph, of cause for which Lessor, or Agent, shall not be liable is in no way to be construed as imposing liability on Lessor, or Agent, in respect of causes not enumerated or as an increase of any of the Lessor's, or Agent's, obligations under this Lease.

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28. **ADDITIONAL CHARGES.** In the event that real estate taxes assessed against the building, grounds and parking areas appurtenant to the building, insurance premiums in connection with the same and/or the rates for janitorial service, utilities, maintenance of the building and grounds, parking, or appurtenant to the building and any other operating expenses are increased during any lease year of the term hereof, Lessee covenants to pay to Lessor additional rent during the following year a proportionate part of such increase or increases. Lessee's proportionate part of such increase shall be determined by dividing the total number of square feet in the leased premises by the total number of rentable square feet of floor space in the building to be paid. Should another building(s) be constructed by Lessor near this building and the parking areas which are appurtenant to each building be used jointly by the tenants of both (all) buildings, then the increase in real estate taxes and other expenses mentioned herein which are attributable to said parking area shall be equitably apportioned among the tenants of both (all) buildings.

29. **RULES AND REGULATIONS.** Lessee covenants and agrees that he will fully comply with the Rules and Regulations in regard to the building, wherein said demised premises are located, printed upon insert of this Lease and marked Schedule "A," and to comply with such alterations, additions and modifications thereof as may from time to time be made by Lessor. Such alterations, additions and modifications shall be made a part of this Lease, the same effect as though written herein, and Lessee covenants and agrees to all Rules and Regulations and that all alterations, additions and modifications thereof shall be faithfully observed by the Lessee, the employees of the Lessee and all persons invited by the Lessee into said building.

30. **ATTACHMENTS:** See attached Addendum hereby made a part of this lease agreement dated January 20, 1988.

*SCHEDULE "A"--RULES AND REGULATIONS (ATTACHED)

Upon execution of this lease by both parties, Lessor shall pay to Drucker & Falk, Realtors, a licensed real estate broker, a fee as set forth in a separate agreement dated January 1, 1987 between Lessor and said broker.

The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures

WITNESS: _____
EXECUTED AT: _____

Vincent A. Campana, Jr.
Vincent A. Campana, Jr., Associate Broker
Drucker & Falk, Realtors "Agent"

(City and State)

Louis C. Goodfarb T/A Virby Realty Company
(Company Name)

ON:

BY

(Date)

Edward F. Sproat, Jr.
Edward F. Sproat, Jr., Attorney-In-Fact for
BY Louis C. Goodfarb

ADDRESS

WITNESS: _____
"LESSOR"

EXECUTED AT:

(City and State)

The City of Williamsburg/James City County
(Company Name)

ON

BY

(Date)

Frank Joke
BY: Donald Brown

ADDRESS

BY

BY:

WITNESS: _____
"LESSEE"

SCHEDULE "A"
RULES AND REGULATIONS

It is the Lessor's intention and purpose to operate an outstanding office building. The Lessor will strive at all times to render prompt and efficient service and to maintain the property in the best possible condition. In an effort to maintain the property, the Lessor asks your cooperation in observing the following rules. Any expense incurred by the management as a result of violation of these rules will be assessed against the Lessee and shall constitute default by Lessee. Lessee shall promptly notify the management of any needed repairs to any of the equipment or fixtures.

- (A) The Lessee shall comply with all the rules and regulations of the Board of Fire Underwriters, officers or boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations of governmental authorities wherein the leased premises are located, at Lessee's sole cost and expense, but only insofar as any of such rules, ordinances and regulations relate to the Lessee's use of the leased premises. The obligation to comply in all cases where such rules, regulations and require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, shall be the Lessor's responsibility, and Lessor covenants and agrees promptly to comply with all such rules, regulations and ordinances.
- (B) Lessee shall turn off all lights and close and lock all corridor doors when the premises are not in use.
- (C) The exterior of all drapes installed by Lessee shall be lined with white material. All blinds and drapes are to be approved by Lessor. Blinds must be left in the fully extended position at all times.
- (D) No additional locks shall be placed upon any doors of the premises without prior approval from the Lessor. Lessor shall furnish to Lessee keys (3) to the premises, and any additional keys shall be furnished at the cost and expense of Lessee. Upon the expiration or earlier termination of this lease, Lessee shall surrender to Lessor all keys to the premises. All duplicate key and lockset repairs/reset requests shall be made to the Lessor.
- (E) Lessee and their employees are encouraged to park as far away from the entrances as possible. This will enable customers and clients to enter and conduct business without undue inconvenience. Certain spaces have been set aside as Visitor Parking Spaces and Handicapped Parking. These spaces will not be utilized for personal vehicles of Lessee or employees of Lessee.
- (F) No antennas will be installed on the exterior of the office building by the Lessee, or their agents, without the written approval of the Lessor. If such antennas are installed, they shall be removed by Lessor at the Lessee's expense.
- (G) Lessee shall not install, attach or bring into the premises any equipment, instrument, duct, refrigerator, air conditioner or other appliance which will require the use of electrical current or water without first obtaining written permission of Lessor.
- (H) The sidewalks, entrances, passages, hallways, elevators, and staircases shall not be obstructed or used for any other purpose than ingress and egress.
- (I) Lessee shall not enter any normally locked space. High voltages and delicate machinery are present in the spaces. The roof of the building is considered a locked space and entrance to it is not permitted.
- (J) Your building will be open during normal working hours, between 8:30 a.m. to 5:30 p.m., Monday through Friday. All other times, entry may be obtained by use of your suite key.
- (K) Lessor shall have the right to prescribe the weight, position and manner of support of all safes. Safes, freight, furniture and other bulky matter shall be moved only at such times, by such persons, and in such manner, as shall be determined by Lessor's management agent. Lessee shall not place any object upon any floor of the building which will cause the floor load to exceed that which was designed for such floor or which is allowed by law.
- (L) The property management department's office hours are 9:00 a.m. until 5:00 p.m., Monday through Friday. Please conduct your business with this department during these hours.
- (M) The eating of food or the consumption of alcoholic beverages, in the hallways or common areas, is expressly prohibited.
- (N) Lessee is required to provide evidence of insurance adequate to cover all Lessee liabilities as stipulated in Paragraph 22 (INDEMNIFICATION) of the Lease. The Lessor reserves the right to make changes in these rules from time-to-time.

Louis C. Goodfarb T/A Virby Realty Company

BY: Edward F. Sproat, Jr.

"LESSOR"

Edward F. Sproat, Jr., Attorney-In-Fact
for Louis C. Goodfarb

BY: Vincent A. Campana, Jr.

Vincent A. Campana, Jr., Associate Broker
Drucker & Falk, Realtors "Agent"

The City of Williamsburg/James City County

BY: Frank Lopez

"LESSEE"

BY: David Brown



DRUCKER & FALK

Realtors* - Since 1938

610 THIMBLE SHOALS BLVD. BLDG. 5 SUITE 200-A, NEWPORT NEWS, VA 23606 (804) 873-1401

January 29, 1988

Mr. David B. Norman
County Administrator
James City County
Post Office Box JC
Williamsburg, Virginia 23187

**RE: Addendum to Lease Dated
January 29, 1988**

Dear Mr. Norman:

This letter will serve as an Addendum to the Lease dated January 29, 1988 between Louis C. Goodfarb trading as Virby Realty Company (Lessor) and The City of Williamsburg/James City County (Lessee), clarifying the following conditions agreed to by all concerned parties.

In consideration of ONE AND 00/100 DOLLAR (\$1.00), receipt of which is hereby acknowledged, and the agreements herein contained, it is covenanted and agreed as follows:

- 31.0 **Term:** In addition to Article 1, this lease shall be for a term of three (3) years, commencing on April 1, 1988, and terminating on March 31, 1991, on the terms and conditions as set forth herein; provided, however, that if by June 1, 1989, of any lease year hereafter, either Lessee has not appropriated monies necessary for the coming lease year, then this lease shall terminate as of midnight, July 1 of the lease year then in force. In such event Lessor shall have no claims against either Lessee for loss of rents due to early lease termination. Should no monies be appropriated, Lessee shall give thirty (30) days prior written notice via certified mail to Lessor, return receipt requested, of its intent to terminate said lease.
- 32.0 **Renewal Option:** In addition to Article 5, the Lessee at its option shall be entitled to three (3) successive extensions of this lease, to be exercised separately, each such extension to be for a period of one (1) year, and to be upon the same terms, covenants, and conditions of the Lease dated January 29, 1988. Each said extension shall be exercised by the Lessee giving ninety (90) days prior written notice to the expiration of the existing term, via certified mail, return receipt requested.

With offices in Arlington, Hampton, Leesburg, Mechanicsville, Newport News, Norfolk, Petersburg, Portsmouth, Richmond and Virginia Beach, Virginia
Asheville, Cary, Charlotte, Durham, Fayetteville, Greensboro, Raleigh, Research Triangle Park and Wilmington, North Carolina
Greenville, South Carolina, Augusta, Georgia, Jacksonville, Orlando Florida

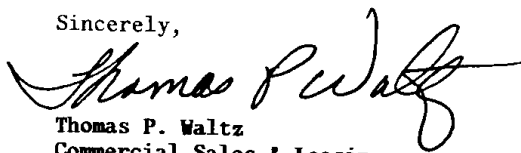
SALES • LEASING • RESIDENTIAL AND COMMERCIAL ASSET PROPERTY MANAGEMENT • PROPERTY DEVELOPMENT • APPRAISAL • INSURANCE

Mr. David B. Norman
January 29; 1988
Page Two

- 33.0 **Rent Adjustment:** Per Article 6 of the lease dated January 28, 1988, between Louis C. Goodfarb trading as Virby Realty Company (Lessor) and The City of Williamsburg/James City County (Lessee), the annual rental escalation for the term of this lease shall be four percent (4%) per annum.
- 34.0 **Indemnification:** In addition to Article 22, each Lessee's indemnity here given is limited to such damages as may be payable from time to time under the terms of such general liability insurance coverage as may be carried by such Lessee.
- 35.0 **Lessor's Repairs:** In addition to Article 26, Lessor shall be responsible for replacement of the heat pump unit serving the demised premises and any major component thereof unless such replacement is made necessary by the negligence or abuse by Lessee.
- 36.0 **Suite Improvements:** Lessor agrees to perform suite improvements as delineated on the attached Exhibit "A" (floor plan, construction legend/room finish schedule). Lessee to incur the cost of ~~approximately~~ \$7,437.50 for said improvements. Lessee(s) to pay Lessor said cost of improvements upon lease execution. *Edsf
FF
RM*

Upon your review, you are requested to secure the appropriate corporate signature(s) on the Addendum Letter and Lease, initialing all Articles where indicated. Please return the four (4) duplicate originals to this office for execution by the Lessor. A fully executed lease will be provided to you for your files.

Sincerely,



Thomas P. Waltz
Commercial Sales & Leasing

Mr. David B. Norman
January 29, 1988
Page Three

L Louis C. Goodfarb T/A Virby Realty Company

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By: Edward F. Sproat, Jr.
Edward F. Sproat, Jr., Attorney-in-Fact
for Louis C. Goodfarb

L The City of Williamsburg/James City County

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By: Frank Force
Frank Force

By: David B. Norman
David B. Norman

A Drucker & Falk, Realtors

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By: Vincent A. Campana, Jr. 1/29/88
Associate Broker

By: Thomas P. Waltz 1-29-88
Thomas P. Waltz, Sales Associate