

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 18TH DAY OF MAY, NINETEEN HUNDRED NINETY-TWO, 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
Judith N. Knudson, Vice Chairman, Jamestown District

Perry M. DePue, Powhatan District
David L. Sisk, Roberts District
Stewart U. Taylor, Stonehouse District
Sanford B. Wanner, Assistant County Administrator
Frank M. Morton, III, County Attorney

B. PRESENTATIONS

1. Virginia Association of Counties, Ellen Davenport

Ms. Ellen Davenport, VACo Public Policy Coordinator, spoke about how Virginia Association of Counties' activities affect the County and of the benefits of County membership. She encouraged County participation in future VACo work program activities.

C. MINUTES - April 21, 1992 - Budget Work Session
April 23, 1992 - Budget Work Session
April 28, 1992 - Special Meeting
May 4, 1992 - Regular Meeting

Mr. Edwards asked if there were corrections or additions any set of minutes.

Ms. Knudson noted that corrected page 2 of April 23, 1992, minutes and corrected pages 1 and 2 of April 28, 1992, minutes were received with mail.

Mr. Edwards made a motion to approve the 4 sets of minutes with corrected pages as noted.

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

D. HIGHWAY MATTERS

Ms. Beverly Mazingo, Assistant Resident Engineer, advised that she had been appointed Assistant Resident Engineer and would attend meetings in Mr. Quintin Elliott's absence.

Mr. DePue expressed appreciation for the quick response to Brick Bat Road request.

E. CONSENT CALENDAR

Mr. Edwards asked if any member of the Board wished to remove an item on the Consent Calendar.

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

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

1. Additional Allocation for Child Day Care Fee and Transitional Day CareR E S O L U T I O NAPPROPRIATION TO THE SOCIAL SERVICES

WHEREAS, the State Department of Social Services has provided funding to render service through the Child Day Care Fee Program (Account No. 007-083-5721); and

WHEREAS, additional funds for Transitional Day Care (Account No. 007-083-5727) have also been provided; and

WHEREAS, sufficient local matching funds are available in Account No. 007-082-5708.

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

Revenues:

Revenues from the Commonwealth	\$13,118
--------------------------------	----------

Expenditures:

Child Day Care Fee	\$ 8,618
Transitional Day Care	5,000
Foster Care	<u>(500)</u>
	<u>\$13,118</u>

2. Outside County Solid Waste Agreements

R E S O L U T I O N

YORK COUNTY, NEW KENT COUNTY, COLLEGE OF WILLIAM AND MARY,

AND CITY OF WILLIAMSBURG

LANDFILL AGREEMENTS

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

WHEREAS, the costs associated with accepting such wastes are such that York County, New Kent County, the College of William and Mary, and the City of Williamsburg should pay an increased fee for the acceptance of such wastes; and

WHEREAS, a tipping fee of \$47 per ton has been established as an appropriate and reasonable fee for the acceptance of such waste material.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator is authorized and directed to negotiate and enter into new agreements specifying a fee of \$47 per ton for the acceptance of certain York County, College of William and Mary and the City of Williamsburg waste material, effective July 1, 1992.

BE IT FURTHER RESOLVED that the County Administrator is authorized and directed to notify New Kent County that pursuant to the existing Landfill Agreement the fee for acceptance of New Kent County refuse shall be increased to \$47 per ton, effective July 1, 1992.

F. PUBLIC HEARINGS

1. Case No. SUP-9-92. Lois Reed Manufactured Home (Continued from 4/20/92)

Mr. David N. Fletcher, Planning Technician, stated that Mr. Richard Hanson, Community Development Director, had applied on behalf of Ms. Lois Reed for a special use permit to allow the placement of a manufactured home on 2.07 acres in R-8, Rural Residential, located at 3237 Chickahominy Road, further identified as Parcel (1-73) on James City County Real Estate Tax Map No. (22-2).

Staff recommended approval of the special use permit with conditions listed in the resolution.

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

Mr. Taylor made a motion to approve the resolution.

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

R E S O L U T I O N

CASE NO. SUP-9-92. LOIS REED

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

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

Applicant: Lois Reed

Real Estate Tax Map ID: (22-2)

Parcel No.: (1-73)

Address: 3237 Chickahominy Road

District: Stonehouse

Zoning: R-8

- Conditions:
1. Prior to the placement of the manufactured home final approval shall be issued for the family subdivision.
 2. Prior to the placement of the manufactured home a permit to install a private septic system shall be granted by the Health Department, and a copy of the permit shall be furnished to the Director of Planning.
 3. This permit shall be valid only for the manufactured home applied for. If the manufactured home is removed, this permit shall become void. Any replacement shall require a new permit from the Board of Supervisors. If the permit is not exercised, it shall become void one year from the date of approval.

4. The manufactured home shall be skirted and meet the requirements of the Department of Housing and Urban Development Manufactured Home Construction and Safety Standards.

2. Case No. Z-10-91. Greensprings Plantation, Inc., Master Plan Amendment (Continued from 5/4/92)

Mr. R. Patrick Friel, Senior Planner, stated that proffers had been amended since deferral of the case at the May 4, 1992, Board of Supervisors' meeting. He explained the amended proffers listed building height of no more than 35 feet within 600 feet of Route 5 and a 900-foot setback from the centerline of Route 5 right-of-way for building height of 45 feet or more.

At the May 4, 1992, meeting, Mr. Friel had stated that Ms. Deborah Lenceski, of Langley and McDonald, had applied on behalf of Greensprings Plantation, Incorporated to amend a previously approved master plan and proffers on approximately 1,402 acres, zoned R-4, Residential Planned Community, located north of John Tyler Highway and south of the intersection of Brick Bat Road and Centerville Road, future identified as Parcel (1-1) on James City County Real Estate Tax Map No. (46-1).

In concurrence with staff, the Planning Commission unanimously recommended approval of the rezoning and master plan amendment for the following reasons: The project is less intense than the approved project, is sensitive to environmental and archaeological issues, provides adequate buffering, recreation opportunities, sufficient public use areas and is consistent with surrounding development; preserves the alignment for Route 5 diversion; fiscal impact is more fiscally advantageous to the County than the approved master plan; and, with proffers, meets overall intent of Comprehensive Plan.

Staff recommended approval of the case with proffers.

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

Mr. DePue made a motion to approve the resolution.

The Board concurred with Mr. DePue's statement that benefits to the County from the amended master plan were lower density, fewer units and the availability of an alternate road to Route 5.

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

R E S O L U T I O NCASE NO. Z-10-91. GREENSPRINGS PLANTATION, INC.,MASTER PLAN AMENDMENT

WHEREAS, in accordance with Section 15.1-431 of the Code of Virginia, and Section 20-15 of the James City County Zoning Ordinance, a public hearing was advertised, adjoining property owners notified and a hearing scheduled on Zoning Case No. Z-10-91 for rezoning approximately 1.402 acres from R-4, Residential Planned Community, to R-4, Residential Planned Community, on property identified as Parcel (1-1) on James City County Real Estate Tax Map No. (46-1); and

WHEREAS, the Planning Commission of James City County, following its public hearing, unanimously recommended approval of Case No. Z-10-91.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, do hereby approve Zoning Case No. Z-10-91, and accept the voluntary proffers.

3. Case No. SUP-11-92. Donald and Linda Robertson

Mr. O. Marvin Sowers, Jr., Director of Planning, stated that Mr. and Mrs. Donald Robertson had applied for a special use permit to allow a family subdivision of an 8.5-acre parcel into 3 parcels, each approximately one acre in size, and a remainder parcel of approximately 5.5 acres, located at 168 Old Stage Road, further identified as Parcel (1-12C) on James City County Real Estate Tax Map No. (11-2).

Staff recommended approval with the condition listed in the resolution.

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

Mr. Taylor made a motion to approve the resolution.

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

R E S O L U T I O NCASE NO. SUP-11-92. DONALD AND LINDA ROBERTSON

WHEREAS, the Board of Supervisors of James City County has adopted by Ordinance specific land uses that shall be subjected to a special use permit process; and

WHEREAS, the applicant has requested a special use permit to allow a family subdivision with lot sizes less than 3 acres in size in the A-1, General Agricultural District, on property identified as Parcel (1-12C) on James City County Real Estate Tax Map No. (11-2).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the issuance of Special Use Permit No. SUP-11-92 as described herein with the following condition:

1. Final subdivision approval shall be secured within 18 months from the date of the issuance of SUP-11-92.

4. Case No. SUP-14-92. William L. Lawhon Manufactured Home

Mr. Fletcher stated that Ms. Betty Thorp had applied for a special use permit to allow the replacement of a manufactured home on .58 acres in A-1, General Agricultural, located at 7600 Beechwood Drive, further identified as Parcel (11-47) on James City County Real Estate Tax Map No. (19-1).

Staff recommended approval of the case with conditions listed in the resolution.

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

Mr. Taylor made a motion to approve the resolution.

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

R E S O L U T I O N

CASE NO. SUP-14-92. WILLIAM LAWHON

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

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

Applicant:	Betty Thorp
Real Estate Tax Map ID:	(19-1)
Parcel No.:	(11-47)
Address:	7600 Beechwood Drive

District: Stonehouse

Zoning: A-1

Conditions:

1. This permit shall be valid only for the manufactured home applied for. If the manufactured home is removed, this permit shall become void. Any replacement shall require a new permit from the Board of Supervisors. If the permit is not exercised it shall become void one year from the date of approval.
 2. The manufactured home shall be skirted and meet the requirements of the Department of Housing and Urban Development Manufactured Home Construction and Safety Standards.
 3. Prior to the connection of electricity to the manufactured home, the lids to the well and septic tank shall be altered to meet the current standards of the Health Department.
 4. The existing manufactured home shall be removed within 30 days of the placement of the new unit.
5. Ordinance Amendment, Chapter 2, Administration, Article II, Magisterial District, Election Districts and Election Precincts

Mr. Frank M. Morton, III, County Attorney, stated that the State Board of Elections and the local Electoral Board recommended addition of a polling place to be located at the Williamsburg-Jamestown Airport in the Jamestown District because of an increased number of voters, and relocation of the Stonehouse polling place from the EOC building to the soon-to-be-opened Toano Middle School to alleviate parking problems.

Mr. Morton recommended approval of the Ordinance and a resolution authorizing the Chairman to execute the agreement with the owners of the Williamsburg-Jamestown Airport for use of their facility for a period of ten years.

Mr. Edwards recognized Judith Trautman, Registrar, Catherine Short and Eula Radcliffe of the Electoral Board in the audience.

Mr. Trenton Funkhouser, Senior Planner, described the election district boundaries, and detailed establishment of election precincts and polling places as recommended.

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

Ms. Knudson made a motion to approve the ordinance.

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

Ms. Knudson made a motion to approve the resolution.

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

R E S O L U T I O N

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH

WILLIAMSBURG-JAMESTOWN AIRPORT, INC.

WHEREAS, the local Electoral Board has recommended the addition of a polling place in the Jamestown District; and

WHEREAS, Jean T. and Larry T. Waltrip, owners and operators of the Williamsburg-Jamestown Airport, are willing to enter into an agreement with James City County to allow a portion of the terminal to be used as a polling place.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorize the Chairman to execute the attached Agreement with Jean T. and Larry T. Waltrip to provide an area of the terminal as a polling place for the Jamestown Election District.

A brief discussion ensued regarding definition and number of magisterial district, election districts, polling places and precincts.

6. Special Warranty Deed/Proposed Elementary School in Roberts District

Mr. Morton stated that the special warranty deed would transfer 32.8242 acres, commonly known as a portion of the Locust Grove tract, from James City County to Williamsburg-James City County Public Schools, located adjacent to Carter's Grove on Route 60, and the site of the proposed elementary in Roberts District.

Staff recommended approval of the resolution.

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 resolution.

determination is made by the County and the Virginia Department of Transportation ("VDOT") to widen Route 5 to a four lane road across the Property's Route 5 frontage and the new right-of-way is determined, the greenbelt buffer may be reduced to 150 feet measured from the new right-of-way line. If and when a final determination is made by the County and VDOT to construct the new road from Route 5 to Route 199 across the Property in the area shown on the Amended Master Plan as "Future Right-of-Way", the Route 5 greenbelt buffer may be reduced to 150 feet from the existing Route 5 right-of-way. The greenbelt buffers shall be exclusive of any lots and shall be undisturbed, except for approved utilities, drainage improvements, community entrance roads as shown generally on the Amended Master Plan (limited to one entrance for relocated Route 614, one entrance to Land Bay M-10, and one entrance to each of the public use sites shown on the Amended Master Plan), pedestrian/bicycle trails and signs as approved by the Development Review Committee.

3. Golf Facilities. The areas on the Amended Master Plan designated as golf courses, clubhouse, practice range and golf maintenance facilities shall be used only for those purposes or such areas shall be left as Major Open Space and subject to Condition 14 hereof. If golf facilities are constructed on the Property, all owners of lots in areas with a Master Plan Area designation "A" and owners of units in Land Bays M-5 through M-7 shall have the right to use the aforementioned golf facilities upon payment of any applicable fees and subject to the other

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

R E S O L U T I O N

DEED TO CONVEY PROPERTY TO WILLIAMSBURG/JAMES CITY

COUNTY PUBLIC SCHOOLS

WHEREAS, the Board of Supervisors of James City County, following a public hearing held on May 18, 1992, is of the opinion that certain real property fronting on Route 60, in Roberts District, should be conveyed to the Williamsburg/James City County Public Schools.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that Jack D. Edwards, Chairman of the Board of Supervisors, is hereby authorized and directed to execute a Special Warranty Deed dated the 18th day of May, 1992, conveying a parcel containing 32.8242 acres, the property described therein to the Williamsburg/James City County Public Schools.

6. BOARD CONSIDERATIONS

1. Regional Raw Water Study Group Memorandum of Understanding

Mr. Sanford B. Wanner, Assistant County Administrator, stated that the Memorandum of Understanding was negotiated by the Cities of Newport News and Williamsburg and Counties of York and James City to establish a formal structure to pursue necessary engineering and environmental studies aimed at finding the most practicable and least environmentally damaging alternatives to meet regional water supply needs through 2040.

Staff recommended approval of the Memorandum of Understanding.

Mr. Sisk made a motion to approve the resolution.

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

R E S O L U T I O N

Regional Raw Water Study Group Memorandum of Understanding

WHEREAS, a Memorandum of Understanding has been developed between the Counties of York, James City and the Cities of Williamsburg and Newport News that forms the Regional Raw Water Study Group (RRWSG); and

WHEREAS, the purpose of the RRWSG is to identify the most practicable and least environmentally damaging alternative(s) to meet the water supply needs of the region through 2040 and beyond; and

WHEREAS, the Memorandum of Understanding sets forth certain responsibilities for member jurisdictions, including financial responsibilities; and

WHEREAS, it is considered to be in the best interest of James City County to participate in regional efforts seeking long-term water supply solutions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby approves the execution of the Memorandum of Understanding and authorizes the County Administrator to sign the MOU on behalf of James City County.

H. PUBLIC COMMENT - None

I. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Wanner acknowledged Mr. Wilford Kale of the Richmond-Times Dispatch in the audience and, on behalf of staff, expressed farewell to Mr. Kale on his transfer to the Richmond office.

Mr. Wanner also recommended an executive session pursuant to Section 2.1-344(a)(1) of the Code of Virginia to consider a personnel matter and appointment of individuals to County Boards and/or Commissions.

J. BOARD REQUESTS AND DIRECTIVES

Mr. DePue asked staff to look at prohibiting running of engines while commercial buses are being washed at bus/car wash facilities.

Mr. DePue asked staff to check into condition of declared surplus buildings at Eastern State Hospital for possible community use.

Mr. Edwards stated staff was checking aspects of fire fighting ability in areas of County covered by private water systems.

Mr. Edwards recessed the Board for a break at 1:50 p.m., and for a James City Service Authority Board of Directors work session and regular meeting.

Mr. Edwards reconvened the Board into open session at 3:10 p.m., and made a motion to convene into executive session as recommended by the Assistant County Administrator above.

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

Mr. Edwards made a motion to approve the executive session resolution.

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

R E S O L U T I O N

MEETING DATE: April 20, 1992

CERTIFICATION OF EXECUTIVE MEETING

WHEREAS, the Board of Directors of the James Service Authority, (Board) has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by the Board that such executive meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, hereby certifies that, to the best of each member's knowledge; (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies; and, (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Board.

Mr. Edwards made a motion to reappoint Carl Pearson and to appoint Timothy Murphy, respectively, to a 4-year term on the Cable Television Advisory Committee, term expiring 5/18/96.

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

Mr. Taylor made a motion to reappoint James Robertson to a 3-year term on the Clean County Commission, term expiring 5/18/95.

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

Mr. DePue made a motion to reappoint Keith Taylor and Jon Nystrom to the James River Certified Development Corporation Board of Directors.

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

Mr. Taylor made a motion to appoint Linda Massie to a 4-year term on the Williamsburg Regional Library Board, effective July 1, 1992, term expiring June 30, 1996.

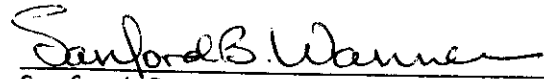
Mr. Edwards made a motion to approve appointment of Ms. Doris Heath as the Home Economist in James City County.

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

Mr. Taylor made a motion to adjourn.

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

The Board adjourned at 3:50 p.m.



Sanford B. Wanner
Deputy Clerk to the Board

2160w

THIS AGREEMENT, dated this 1st day of July, 1992, by and between James City County, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as JAMES CITY, and the County of York, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as YORK.

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants set forth herein, the parties agree that for a period of 12 months from the date of this Agreement residents of York County will be granted permission to use the James City County landfill facility under the following terms and conditions:

1. All definitions contained in Chapter 8, Health and Sanitation, of the Code of the County of JAMES CITY shall be controlling for like terms of this agreement.
2. JAMES CITY will allow, during regular hours of operation established by JAMES CITY, residents of, and commercial establishments in, YORK to dispose of garbage and refuse permitted under Chapter 8 of the Code of the County of JAMES CITY in its sanitary landfill. It is understood and agreed that only household and certain commercial/business refuse as defined herein, shall be hauled from YORK and disposed of at the JAMES CITY landfill; YORK industrial or governmental refuse is prohibited.

3. JAMES CITY will accept household refuse hauled from YORK by refuse collectors, provided it is hauled in a properly covered vehicle. Provided, however, refuse hauled from YORK in roll-off containers or front-load compactor trucks (those that empty dumpsters) shall not be accepted for disposal.
4. JAMES CITY will accept refuse from commercial establishments, provided it is hauled by the establishment. Such refuse must be in a properly covered vehicle.
5. JAMES CITY will monitor the use of its landfill by YORK. A monthly statement will be provided by JAMES CITY, listing each load of YORK residential refuse. This statement will be issued during the first week of the following month. Payment will be due no later than 30 days following the date of this statement.
6. JAMES CITY and YORK agree that the value of the service being rendered shall be as follows:
 - a. A lump sum payment of \$500.00 to cover the cost of administering this agreement (record keeping, billing, postage, etc.), this amount to be paid by YORK to JAMES CITY upon execution of this agreement.
 - b. Rates to be charged YORK by JAMES CITY shall be as follows:

- (1) Household refuse hauled by refuse collection firms and refuse from commercial establishments - \$47.00 per ton. JAMES CITY shall bill said firms and establishments for this disposal service;
 - (2) Residential refuse hauled by YORK County citizens in automobiles, vans, or pick-up trucks - \$2 per vehicle load. A log of all private vehicles (with County sticker numbers) will be provided to YORK with the monthly bill. No money will be accepted at the landfill.
7. For the purposes of determining the charge on a particular refuse collector's load, any load identified by the driver as JAMES CITY refuse, and found, after disposal to contain YORK refuse, will be assumed to be 100% YORK refuse. Also, any load identified as containing refuse from both jurisdictions, will be charged entirely at the YORK disposal rate.
8. YORK agrees to secure from all residential refuse collectors in YORK who wish to use the JAMES CITY landfill a uniform agreement which will provide that they shall be charged for a full load of YORK refuse in the event such collectors misrepresent the entire load is from JAMES CITY in accordance with the provisions of article seven hereinabove. This agreement shall be approved by the JAMES CITY County Attorney prior to YORK securing execution by residential refuse collectors.

9. This agreement shall be renewed automatically from year to year upon the same terms and conditions unless modified by agreement of the parties; provided, however, that either party may terminate this agreement or any subsequent renewal thereof upon giving 30 days written notice to the other. This notice shall be conclusively deemed to have been given if in writing and placed in the United States mail, postage prepaid, and addressed to:

County Administrator, York County

P.O. Box 532

Yorktown, Virginia 23690

County Administrator, James City County

P.O. Box JC

Williamsburg, VA 23187-3627

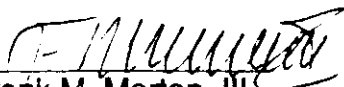
10. At least 30 days prior to the expiration of this agreement or any subsequent renewal thereof, JAMES CITY will notify YORK of the rates to be charged for the following year (paragraph 6.b., above). If acceptable to YORK, the annual lump sum fee (paragraph 6.a., above) will be due and payable prior to the expiration of the then current agreement.

JAMES CITY COUNTY



David B. Norman
County Administrator

Approved as to form:



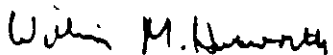
Frank M. Morton, III
County Attorney
JAMES CITY County

COUNTY OF YORK



Daniel M. Stuck
County Administrator

Approved as to form:



William M. Hackworth 2/2/92
County Attorney
YORK County

0269C

THIS AGREEMENT, dated this 1st day of July, 1992, by and **131**
between James City County, Virginia, a political subdivision of the
Commonwealth of Virginia, hereinafter referred to as JAMES CITY, and the
City of Williamsburg, a political subdivision of the Commonwealth of Virginia,
hereinafter referred to as WILLIAMSBURG.

WHEREAS, the City Council of WILLIAMSBURG has requested
the Board of Supervisors of JAMES CITY to allow Williamsburg residents to use
landfill facilities in JAMES CITY;


NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for
and in consideration of the mutual covenants set forth herein, the parties agree
that for a period of 12 months from the date of this Agreement residents of
Williamsburg will be granted permission to use the James City County landfill
facility under the following terms and conditions:

1. All definitions contained in Chapter 8, Health and Sanitation, of
the Code of the County of JAMES CITY shall be controlling for
like terms of this agreement.
2. JAMES CITY will allow, during regular hours of operation
established by JAMES CITY, residents of WILLIAMSBURG to
dispose of bulky household waste permitted under Chapter 8 of
the Code of the County of JAMES CITY in its sanitary landfill.
It is understood and agreed that only bulky household waste as
defined herein, shall be hauled from WILLIAMSBURG and
disposed of at the JAMES CITY landfill.

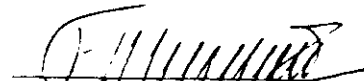
3. Use of the JAMES CITY landfill under this agreement is intended for the personal use of permanent residents of WILLIAMSBURG to dispose of their household waste which is too large or otherwise impractical to be picked up by WILLIAMSBURG's refuse collection service. No contractors or commercial enterprises shall be entitled to dispose of waste under this agreement.
4. JAMES CITY will also allow vehicles owned by WILLIAMSBURG to dispose of bulky household waste at the JAMES CITY landfill.
5. JAMES CITY will monitor the use of its landfill by WILLIAMSBURG. A monthly statement will be provided by JAMES CITY, listing each load of WILLIAMSBURG bulky household waste by name, address, vehicle sticker number and weight. This statement will be issued during the first week of the following month. Payment will be due no later than 30 days following the date of this statement.
6. JAMES CITY and WILLIAMSBURG agree that the value of the service being rendered shall be as follows:
 - a. A lump sum payment of \$500.00 to cover the cost of administering this agreement (record keeping, billing, postage, etc.), this amount to be paid by WILLIAMSBURG to JAMES CITY upon execution of this agreement.

- b. Bulky household waste hauled by WILLIAMSBURG citizens in automobiles, vans, or pick-up trucks - \$47.00 per ton. A log of all private vehicles (with name, address and City sticker numbers) will be provided to WILLIAMSBURG with the monthly bill. No money will be accepted at the landfill.
7. This agreement shall be renewed automatically from year to year upon the same terms and conditions unless modified by agreement of the parties; provided, however, that either party may terminate this agreement or any subsequent renewal thereof upon giving 30 days written notice to the other. This notice shall be conclusively deemed to have been given if in writing and placed in the United States mail, postage prepaid, and addressed to:
- City Manager
City of Williamsburg
Williamsburg, Virginia 23185
- County Administrator, James City County
P.O. Box JC
Williamsburg, VA 23187-3627
8. At least 30 days prior to the expiration of this agreement or any subsequent renewal thereof, JAMES CITY will notify WILLIAMSBURG of the rate to be charged for the following year (paragraph 6.b., above). If acceptable to WILLIAMSBURG, the annual lump sum payment (paragraph 6.a., above) will be due and payable prior to the expiration of the then current agreement.

JAMES CITY COUNTY


David B. Norman
County Administrator

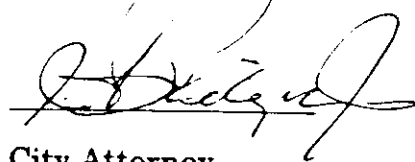
Approved as to form:


Frank M. Morton, III
County Attorney
JAMES CITY County

CITY OF WILLIAMSBURG


Jackson C. Tuttle
City Manager

Approved as to form:


City Attorney
WILLIAMSBURG0269C
1702h

THIS AGREEMENT, dated this 1st day of July, 1992, by and between JAMES CITY County, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as JAMES CITY, and The College of William and Mary, an agency of the Commonwealth of Virginia, hereinafter referred to as THE COLLEGE.

WHEREAS, THE COLLEGE has requested the Board of Supervisors of JAMES CITY for permission to use landfill facilities in JAMES CITY for disposal of refuse;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants set forth herein, the parties agree that for a period of one year from July 1, 1992, to June 30, 1993, THE COLLEGE shall be granted permission to use the JAMES CITY County landfill for disposal of garbage or refuse generated on property owned, leased or under the direct control of THE COLLEGE under the following terms and conditions:

1. All definitions contained in Chapter 8, Health and Sanitation, Article II, Landfill Ordinance, of the Code of the County of JAMES CITY shall be controlling for like terms of this agreement.
2. JAMES CITY shall allow, during regular hours of operation established by JAMES CITY, College owned refuse collection vehicles to dispose of garbage and refuse permitted under Chapter 8, Article II, of the Code of the County of JAMES CITY in its sanitary landfill.

3. JAMES CITY will monitor the use of its landfill by THE COLLEGE. A monthly statement will be provided by JAMES CITY, listing each load of refuse from THE COLLEGE. This statement will be issued during the first week of the following month. Payment will be due no later than 30 days following the date of this statement.
4. JAMES CITY and THE COLLEGE agree that the value of the service being rendered shall be as follows:
 - a. A lump sum payment of \$500.00 to cover the cost of administering this agreement (record keeping, billing, postage, etc.), this amount to be paid by THE COLLEGE to JAMES CITY upon execution of this agreement.
 - b. Refuse from THE COLLEGE hauled in State-owned collection vehicles - \$47.00 per ton.
5. Either party may terminate this agreement or any subsequent renewal thereof upon giving 60 days written notice to the other. This notice shall be conclusively deemed to have been given if in writing and placed in the United States mail, postage prepaid, and addressed to:

County Administrator, JAMES CITY County
P.O. Box JC
Williamsburg, VA 23187-3627

Vice President for Administration and Finance

The College of William and Mary

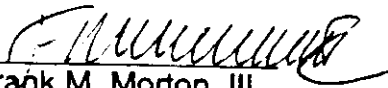
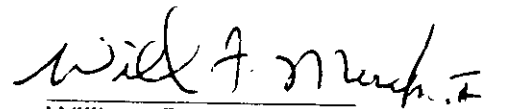
Williamsburg, VA 23185

6. It is understood that JAMES CITY shall have the right to immediately terminate THE COLLEGE'S use of the landfill upon the following:
 - nonpayment of fees as set out in paragraph 4, above;
 - failure of THE COLLEGE to adhere to the terms of Chapter 8, Article II, Landfill Ordinance of the Code of the County of JAMES CITY; or
 - delivery by THE COLLEGE of garbage or refuse not generated on property owned, leased, or under the direct control of THE COLLEGE.
7. At least 30 days prior to the expiration of this agreement or any subsequent renewal thereof, JAMES CITY will notify THE COLLEGE of the rate to be charged for the following year (paragraph 4.b., above). If acceptable to THE COLLEGE, the annual lump sum fee (paragraph 4.a., above) will be due and payable prior to the expiration of the then current agreement.


JAMES CITY COUNTY


David B. Norman
County Administrator

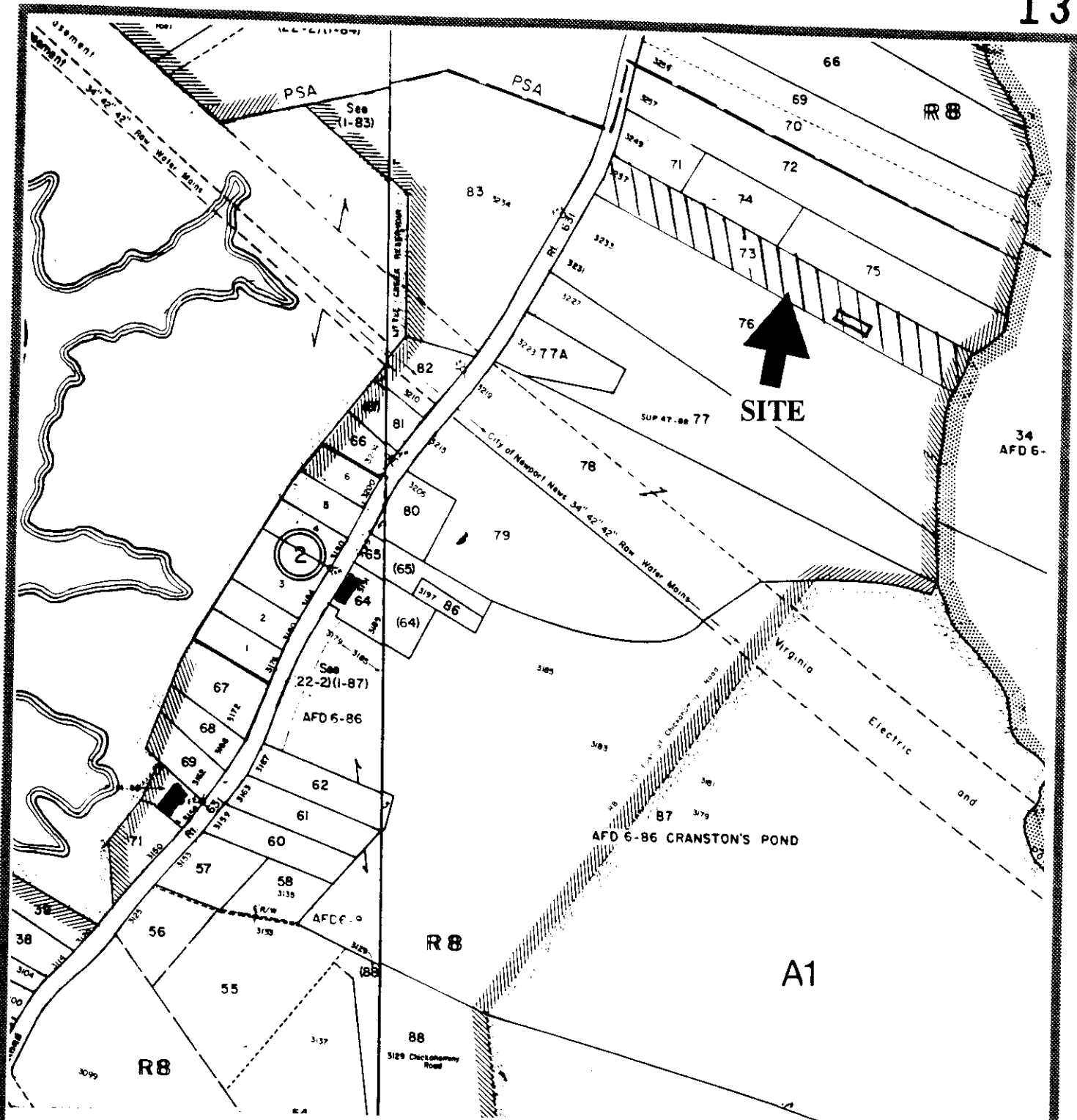
Approved as to form:


Frank M. Morton, III
County Attorney
JAMES CITY CountyTHE COLLEGE OF
WILLIAM AND MARY
William F. Merck, II
Vice President for Administration
and Finance

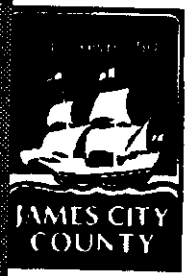
Approved as to form:


Office of the Attorney General



0236H



SCALE 1"=400 Feet



Case No: **SUP-9-92**
 Name : **Lois Reed, (MH)**

Existing Units: 
 Proposed Unit: 



PLANNING DIVISION

Attachment 1

MAY 1992
RECEIVED
PUBLIC RECORDS UNITAMENDED AND RESTATED
GREENSPRINGS PROFFER AGREEMENT

This Amended and Restated Proffer Agreement is made as of this 30th day of April, 1992, by Greensprings Plantation, Inc., a Virginia corporation ("Owner").

RECITALS

A. Greensprings Plantation, Inc. is the owner of certain real property consisting of approximately 1402 acres, located in James City County, Virginia (the "Property") along Route 5 and being more particularly described in Exhibit A attached hereto.

B. In 1989 the Owner applied for and James City County (the "County") granted a rezoning of the Property from the Limited and General Agricultural Districts, A-2/A-1, to the Residential Planned Community District, R-4, with proffered conditions as set forth in a Greensprings Proffer Agreement dated February 6, 1989 and recorded in James City County Deed Book 427, page 466 (the "Original Proffers").

C. Owner has now applied for an amendment to the approved Master Plan for the Property pursuant to Sections 20-215 (b) and 20-15 of the County Zoning Ordinance and, in connection therewith, desires to amend and restate the Original Proffers.

NOW, THEREFORE, in consideration of the County of James City granting approval of the amendment of the original Master Plan and pursuant to Section 15.1-491.2:1, et seq. of the Code of Virginia, 1950, as amended, and Section 20-15, et seq. of Chapter 20 of the Code of James City County, Virginia, the Owner agrees

that in addition to the regulations provided for in the Residential Planned Community District, R-4, it will meet and comply with all of the following conditions to the development of the Property. If the County fails to grant the requested amendment to the approved Master Plan, this Amended and Restated Greensprings Proffer Agreement shall thereupon be void and the Original Proffers shall remain in full force and effect.

1. Number of Dwelling Units. The number of residential units shall be limited in relation to the areas as designated on the Amended Master Plan submitted herewith dated January 8, 1992 and made by Langley & McDonald, P.C. (the "Amended Master Plan") as follows:

<u>Project Land Bay R-4 Master Plan Designation</u>		<u>Maximum Number of Dwelling Units</u>
S- 1	A	209
S- 2	A	141
S- 3	A	175
S- 4	A	15
M- 5	D	172
M- 6	D	130
M- 7	D	66
M- 8	D	132
M- 9	D	165
M-10	D	248

The foregoing limits are subject to the possible addition of twenty-five additional units pursuant to Condition 10 hereof, with the distribution of such units among the Land Bays subject to the approval of the Development Review Committee.

2. Route 5 Greenbelt. The Owner shall designate 220-foot greenbelt buffers along the Property's Route 5 frontage measured from the existing Route 5 right-of-way. If and when a final

rules and regulations governing use of such facilities as in effect from time to time. Development of golf courses on the Property shall be subject to the following conditions:

(a) All disturbed slopes steeper than 25% shall be sodded immediately after clearing and grubbing associated with cut and fill operations. The sod shall be staked into place, as necessary, and temporary fill diversions shall be constructed to minimize water flow over slopes, until sod has become fixed to the slope by establishment of root structure. Owner acknowledges that disturbance of slopes steeper than 25% requires an exception under the County's Chesapeake Bay Preservation Ordinance, Chapter 19B of the County Code.

(b) All disturbed slopes exceeding 10% shall be stabilized immediately upon reaching final grade with sod or excelsior blanket and seed, or other approved erosion control matting at vertical increments not exceeding 10 feet, or at the end of the work day, should a fill greater than 10 feet occur during that period.

(c) A construction phasing plan shall be provided as part of the site plan to be approved by the Director of Code Compliance. That plan will divide the construction into four or five phases. Land disturbance beyond the first phase shall be permitted based upon the demonstrated adequacy of erosion and sedimentation control measures installed in prior phases.

(d) Grass depressions and catchment areas shall be used

throughout the construction area as a means of runoff detention and Best Management Practices.

(e) An operation and maintenance plan, including an integrated pest management plan, shall be submitted as part of the site plan submittal for approval by the Director of Code Compliance before final site plan approval. The integrated pest management plan shall require the recordation of the application of all fertilizers, herbicides, pesticides, insecticides and/or other chemicals applied to the golf courses. A copy of the application records shall be kept on site and shall be made available, upon request, for review by the Code Compliance Department. Additionally, a copy of the records shall be submitted to the Director of Code Compliance annually from the date of approval of the golf course site plan, for review and approval. The Director of Code Compliance may require the submittal of a new integrated pest management plan if the review of these records show the plan to be inadequate.

(f) The golf course and driving range will not be illuminated for use after dark.

(g) Water for irrigation of the golf courses shall be provided from surface water collection or withdrawn from Powhatan Creek.

If either of the golf courses shown on the Amended Master Plan have not then been constructed, the County shall not be obligated to grant final approval of a subdivision plat or site plan for more than 100 single-family lots or multi-family units

until Owner shall have constructed a regulation size, combined soccer/softball field in the location designated on the Alternate Recreation Plan sheet of the Amended Master Plan or other location approved by the Development Review Committee and a pedestrian/bicycle trail in the general location shown on the Alternate Recreation Plan sheet of the Amended Master Plan. Owner shall retain the right to construct the golf course in the designated area at any time and in the event the course is built, the soccer/softball field and trail may be removed.

4. Neighborhood Recreational Facilities.

(a) Single-Family Neighborhood Recreation Center. The Single-Family Neighborhood Recreation Center ("SNRC") shown on the Amended Master Plan in Land Bay S-3 and labeled "SNRC" shall be located generally as shown on the Amended Master Plan. The SNRC shall contain at least one 25 meter swimming pool and one wading pool with a total water surface area of at least 4,000 square feet, one community center/bath house of at least 2,000 square feet, two hard surface, regulation size tennis courts and one tot lot with playground equipment. The tennis courts and tot lot with playground equipment shall be completed before the County is obligated to grant final approval of subdivision plats for more than 50 single-family lots and the remaining facilities proffered above shall be completed before the County is obligated to grant final approval of subdivision plats for more than 250 single family lots. An additional play area with playground equipment for younger and older children, an open play area of a minimum of

one-half acre and an outdoor basketball or multi-use court shall be provided in a Land Bay with a Master Plan area designation "A" at a location approved by the Development Review Committee. These facilities shall be completed before the County is obligated to grant final approval for more than 100 lots in Land Bays with a Master Plan area designation "A". The SNRC and the additional recreational areas and facilities proffered above shall be available for use by all residents of lots in areas with a Master Plan Area designation "A", subject to the provisions of any applicable restrictive covenants and rules and regulations adopted thereunder. Owner shall maintain the SNRC and the additional recreational areas and facilities preferred above until such time as it is conveyed to an owners association, at which time such association shall assume responsibility for its maintenance.

(b) Multi-Family Neighborhood Recreation Centers. (i) Unless Owner elects to construct a single central multi-family neighborhood recreational center pursuant to subparagraph (ii) below, before the County shall be obligated to issue Certificates of Occupancy for more than 50 units in Land Bays M-5 through M-9 shown on the Amended Master Plan, residents of each of those Land Bays shall have access to at least one Multi-Family Neighborhood Recreation Center ("MNRC") serving (but not necessarily located in) that Land Bay. There shall be a MNRC within Land Bay M-10 containing at least one swimming pool and at least two regulation size, hard surface tennis courts which shall be available for use

before the County is obligated to issue Certificates of Occupancy for more than 50 units in Land Bay M-10. The MNRCs for all multi-family Land Bays in the aggregate shall be provided with swimming pools with a total minimum water surface area of 5,000 square feet with no single pool having a minimum water surface area of less than 750 square feet and a total of at least six regulation size, hard surface tennis courts. The MNRCs in Land Bay M-5, M-6, M-8, M-9 and M-10 shall have an open play area of at least one-fourth an acre and a tot lot with playground equipment. The pools and tennis courts shall be distributed as follows:

<u>Land Bay</u>	<u>Minimum Facilities</u>
M-5	1 pools, 1 tennis court
M-6	1 pool, 1 tennis court
M-7 and M-8	1 pool, 1 tennis court
M-9	1 pool, 1 tennis court
M-10	1 pools, 2 tennis courts

Each MNRC shall be open for use by owners of units within the Land Bay(s) which it serves subject to the provisions of any applicable restrictive covenants and rules and regulations adopted thereunder.

(ii) In the alternative to providing facilities in the individual Land Bays as set forth in subparagraph (i) above, Owner may construct a single central multi-family neighborhood recreational center containing at a minimum pools with a total water surface area of at least 5,000 square feet, six regulation hard surface tennis courts, an open play area of at least one-half acre and an outdoor basketball or multi-use court, with

pedestrian access to the center from all multi-family Land Bays. Owner shall maintain each MNRC until such time as it is conveyed to an owners association, at which time the association shall assume responsibility for its maintenance.

(c) Trail System. Owner shall provide a central pedestrian/bicycle trail system along one side of realigned Route 614, and along one side of the new road which may be constructed in the area shown on the Amended Master Plan as "Future Right-of-Way" when and if such road is constructed. Owner shall provide a soft surface pedestrian trail along its Route 5 frontage. Such trail system shall be located in or adjacent to the road right-of-way of the roads listed above and shall be constructed when the adjacent road is constructed or, in the case of the trail adjacent to Route 5, prior to completion of development of the Land Bay adjoining the segment of the trail in question. The portions of the central pedestrian/bicycle trail system located outside the VDOT right-of-way shall be maintained by Owner until the area containing the trail is conveyed to an owners association, at which time the association shall assume responsibility for its maintenance. Internal trails shall be provided in each Land Bay in accordance with the County's Sidewalk Policy or as shown on the Amended Master Plan. The internal trails shall be connected with the central trail system. Before the County is obligated to grant final approval of a site plan for Land Bay M-9, Owner shall submit to the County a

feasibility study of providing pedestrian access from Land Bay M-9 to the Neighborhood Commercial Center.

4. Public Use Sites. Within 60 days of the request of the County Administrator, the Owner shall convey to the County, free of charge a public use site of at least 6 acres and a public use site of at least 10 acres in the locations shown on the Amended Master Plan, accessible from a public road.

5. Neighborhood Commercial Center. (a) The Neighborhood Commercial Center shall be located generally as shown on the Amended Master Plan and shall contain no more than 50,000 square feet of Gross Floor Area (as defined in the County Zoning Ordinance). Within the Neighborhood Commercial Center no more than one establishment shall have a Gross Floor Area of more than 8,500 square feet. The one establishment which may exceed 8,500 square feet shall have a Gross Floor Area of no more than 20,000 square feet and shall be used only for a grocery store. No building within the Neighborhood Commercial Center shall have a height in excess of 35 feet from grade unless otherwise approved by the Planning Commission.

(b) Within the Neighborhood Commercial Center the following uses, otherwise permitted within the R-4 zoning district, shall not be permitted: any office use with outdoor equipment storage; and hotel/motel/tourist homes/convention centers.

6. Archaeological Sites. A Phase I Archaeological Study of the Property meeting the guidelines set forth in the Virginia Department of Historic Resource's Guidelines for Preparing

Archaeological Resource Management Reports and conducted under the supervision of a qualified archaeologist who meets, at a minimum the qualifications set forth in the Secretary of the Interior's Professional Qualification Standards shall be prepared and submitted for approval to the Director of Planning. Owner shall undertake a Phase II and/or, subject to the following sentence, a Phase III study of archaeological sites identified in the Phase I study, if identified by the Phase I study heretofore submitted as warranting Phase II or Phase III study, and shall submit such studies to the County for review and approval prior to any land disturbing on or adjacent to such sites. Owner may at its option leave undisturbed an archaeological site planned for development in lieu of performing a Phase III study thereon. The recommendations of such studies shall be incorporated into the plan of development for the site and the clearing, grading or construction activities thereon. If as a result of a Phase II study of a site, the County determines the site is eligible for inclusion in the National Register of Historic Places based on the criteria established by the Department of the Interior , Owner shall develop and implement a plan for inclusion of the site on the National Register of Historic Places and for the mitigation of potential adverse impacts on the site. All sites to be left undisturbed or upon which a Phase III study is to be conducted shall be protected from development activities by temporary fencing until development activities adjacent to the site or the Phase III study, as the case may be, is complete.

7. Nature/Conservation Park. At the request of the County Administrator, the Owner and/or the owners association shall grant, free of charge, an easement to the County or its assignee over the area designated on the Amended Master Plan as Nature/Conservation Park generally in the locations shown on the Amended Master Plan. The Nature/Conservation Park shall remain undisturbed and in its natural state except as set forth below, preserving indigenous vegetation to the maximum extent possible. With the prior approval of the County Engineer or his designee on a case by case basis, (i) dead, diseased and dying trees or shrubbery and invasive or poisonous plants may be removed from the Nature/Conservation Park; (ii) select hand clearing and pruning of trees shall be permitted in the Nature/Conservation Park to permit sight lines or vistas and (iii) utilities (including the irrigation intake shown on the Amended Master Plan), stormwater best management practices, roads, pedestrian and golf cart paths, trails and bridges may intrude into or cross the Nature/Conservation Park. If vegetation is removed from the Nature/Conservation Park it shall be replaced by vegetation that is equally or more effective in retarding runoff, preventing erosion and filtering nonpoint source pollution. Utility crossings shall be generally perpendicular through the Nature/Conservation Park and Owner shall endeavor to design utility systems that do not intrude into the Nature/Conservation Park. The Nature/Conservation Park shall be maintained by Owner unless the County assumes responsibility therefor under its

easement or the Park is conveyed to an owners association, at which time the association shall assume responsibility for its maintenance.

8. Historic Site Buffer. There shall be a 50-foot buffer (undisturbed and exclusive of any lots) along the eastern and western boundaries of the Greensprings National Historic Site subject only to appropriate stormwater management and utility improvements/easements as approved by the Development Review Committee.

9. Water Lines. In addition to any other conditions to subdivision or site plan approval, before the County is obligated to grant final approval of any subdivision plat or site plan for single family lots, multi-family units or the Neighborhood Commercial Center (but not for site plans for roads or the golf facilities), the Owner shall contract to complete the James City Service Authority water line system loop from the Ford's Colony area to Route 5, connecting to the existing JCSA water line adjacent to St. George's Hundred.

10. Future Road Right-of-Way. There shall be preserved a 120' road right-of-way for future road construction in the locations shown on the Amended Master Plan as "Future Right-of-Way". Where construction limits may require additional right-of-way beyond 120' feet, such additional right-of-way shall also be dedicated upon the request of the County Administrator, Owner shall convey the "Future Right-of-Way", free of charge, to the County for dedication to VDOT. Upon the final determination by

the County and VDOT not to construct a road connecting Route 5 and Route 199 through the area shown on the Amended Master Plan as "Future Right-of-Way", the area shown as "Future Right-of-Way" shall revert to Owner and the total number of lots and/or units that may be constructed on the Property shall be increased by 25.

11. Realigned Route 614 and Future Right-of-Way Greenbelt.

The Owner shall designate a greenbelt buffer along realigned Route 614 and along the right-of-way shown on the Amended Master Plan as "Future Right-of-Way" measured from the edge of the proffered 120-foot right-of-way. No structure except the road and related improvements in Land Bay S-3 shown on the Amended Master Plan shall be located within 150 feet of the road right-of-way. Where the road in Land Bay S-3 parallels realigned Route 614, the greenbelt buffer shall be no less than 115 feet from the 120 foot right-of-way of realigned Route 614. Where golf course fairways abut relocated Route 614 or the "Future Right-of-Way", the greenbelt buffer shall have a minimum width of 75 feet. Where tee boxes or the putting surface of greens are located within 100 feet of the road right-of-way, enhanced landscaping approved by the Development Review Committee in the golf course site plan review process shall be provided between the tee or green and the 75 foot greenbelt buffer. In all other areas, a minimum 150 foot buffer shall be maintained. Where golf course fairways abut realigned Route 614 or the "Future Right-of-Way", selective hand thinning of trees (but no removal of stumps) shall be permitted

as a part of a landscaping plan approved by the Development Review Committee. Within this greenbelt the land shall be exclusive of any lots and undisturbed except for approved utilities, stormwater management improvements, entrance roads to Land Bays as shown generally on the Amended Master Plan, pedestrian/bicycle trails, golf cart path crossings and tunnels and project signs as approved by the Development Review Committee. No signs other than project signs and those requested by VDOT and/or the County shall be allowed.

12. Entrances. The number of entrances and driveways to the project off of Route 5, realigned Route 614 and, if constructed, the new road which may be built in the "Future Right-of-Way" shall be limited to those shown on the Amended Master Plan.

13. Owners Association. All property owners at Greensprings by virtue of ownership of their lot or unit shall become members of an incorporated owners association although there may be different associations for different Land Bays. Each owners association shall adopt an annual budget for maintenance of all common open space, recreation areas, sidewalks, parking, private streets, if any, and other privately owned but common facilities serving the portion of the Property in question and owned or maintained by the association in question.

14. Major Open Space. Areas shown on the Amended Master Plan as "Major Open Space" and areas within subdivisions or sites

shown on the subdivision plat or site plan as greenspace areas shall be exclusive of any lots and undisturbed, except as provided below. With the prior approval of the County Engineer or his designee on a case by case basis, (i) dead, diseased and dying trees or shrubbery and invasive or poisonous plants may be removed from such areas; (ii) select hand clearing and pruning of trees shall be permitted in such areas to permit sight lines or vistas; and (iii) utilities, stormwater best management practices, roads, pedestrian and golf cart paths, trails and bridges may intrude into or cross such areas. If vegetation is removed from such areas it shall be replaced by vegetation that is equally or more effective in retarding runoff, preventing erosion and filtering nonpoint source pollution. Utility crossings shall be generally perpendicular through the such areas and Owner shall endeavor to design utility systems that do not intrude into such areas. All such Major Open Space and greenspace areas and other common areas shall be maintained by Owner until conveyed by Owner to an owners association, at which time the association shall assume responsibility for such maintenance.

15. Road and Intersection Improvements. (a) Owner shall make a contribution into an interest-bearing escrow account with NationsBank, N.A. or another institutional lender approved by the County Attorney of \$2,000 per lot or unit payable upon the sale by Owner of each of the first 475 lots or units on the Property. All interest earned shall be retained in the escrow account until

the account is disbursed as provided below. The escrow agreement creating and governing the account shall be consistent with the terms of this Condition 15 and shall be subject to the approval of the County Attorney.

(b) The County shall not be obligated to grant final approval of subdivision plats or site plans for a total of more than 766 lots and/or units until:

(i) The County and VDOT approve a plan, including a funding plan, for the improvement of Route 5 to a four-lane divided highway (or such equivalent or lower design standard approved by the County and VDOT) from John Rolfe Lane to Route 199; or

(ii) The County and VDOT approve a plan, including a funding plan, for the construction of a new road from Route 5 to Route 199 through the area shown as "Future Right-of-Way" on the Amended Master Plan.

This limitation shall not apply to the Neighborhood Commercial Center or the golf courses, clubhouse, golf maintenance and related facilities shown on the Amended Master Plan.

(c) If Owner desires to receive final subdivision or site plan approval for more than 766 lots and/or units and the plan, including the funding plan, for the improvement of Route 5 or the construction of the new road as described in Condition 15 (b) above has been approved by the County and VDOT, Owner shall:

- (i) Cause all funds held in the escrow account described in Condition 15 (a) above, including accrued interest, to be paid to the County, to be used by the County for the construction of the new road, the improvement of Route 5 or for any other project included in the County's capital improvement program, the need for which (in whole or in part) is generated by the development of the Property;
- (ii) Remain liable for and make the \$2,000 per lot or unit contributions directly to the County up to the 475 lot or unit maximum if contributions for less than the full 475 lots and/or units have then been made into the escrow account; and
- (iii) (y) If the County and VDOT have selected the alternative of construction of the new road described in Condition 15 (b) (ii) above, when requested to do so by the County and VDOT, contract to construct (and thereafter diligently pursue construction to completion) a two lane road, with grading and drainage improvements for a two-lane road, meeting the standards described on Exhibit B hereto in the areas of the "Future Right-of-Way" shown as "Future Road A" on the Amended Master Plan

or (z) if the County and VDOT have selected the alternative of improving Route 5 as described in Condition 15 (b) (i) above, when requested to do so by the County and VDOT, convey to the County for dedication to VDOT, free of charge, the required right-of-way for such improvements and contract to construct (and thereafter diligently pursue construction to completion) such improvements where the Property abuts Route 5. In no event shall Owner be required to comply with both (y) and (z) above.

Upon compliance with this Condition 15 (c), Owner shall be relieved of the limitation proffered in Condition 15 (b) above and shall be free to obtain final subdivision plat and/or site plan approval for the balance of the lots and/or units allowed under the Amended Master Plan.

(d) If the County and VDOT approve a plan, including a funding plan, for either of the road improvement alternatives described in Condition 15 (b) (i) and (ii) above prior to the time Owner desires to exceed the limitation proffered in Condition 15 (b) above and the County, by all necessary action, removes the 766 lot and/or unit limitation proffered in Condition 15 (b) above, Owner shall promptly take all the actions and be subject to all the obligations proffered in Condition 15 (c).

(e) Owner shall join with other owners in the corridor of Route 5 and/or of the new road described in Condition 15 (b) (ii) above in a petition to create a transportation improvement district including the Property other than the golf courses to be constructed thereon pursuant to Va. Code §15.1-791 et seq., as amended to be effective July 1, 1992, to fund road construction costs shortfalls, if and only if the petition and resolution creating the district contain the following provisions:

(i) The tax rate for the district from its formation through the tax year 1998 shall be \$0.01 per \$100.00 of assessed value and thereafter for the life of the district shall not exceed the rate of \$0.10 per \$100.00 of assessed value.

(ii) Revenues from the special tax shall be used by the district solely to pay the costs of construction, or repay the Commonwealth for advances for costs of construction, over and above the costs paid from funds, including interest thereon, contributed by Owner or the owner of Governor's Land at Two Rivers development, of a two-lane alternate road to Route 5.

(iii) Creation of the district shall constitute approval by the County and VDOT of a plan, including a funding plan, for the construction of the new road as described in this Condition 15 and accordingly Owner shall no longer be subject to the 766 lot and/or unit limitation proffered herein.

(iv) Creation of the district shall constitute approval of a plan, including a funding plan, for the construction of the new road as described in this Condition 15 thereby relieving the

Owner of any obligation under this Condition 15 to construct improvements to existing Route 5 other than required turnlanes at entrances to the Property.

(v) The portion of the new road that Owner has proffered to contract to construct shall be constructed by Owner or one of its qualified shareholders.

(vi) Owner shall not be obligated to pay increases in the costs of construction of the portion of the new road to be constructed by Owner pursuant to this Condition 15 caused by design changes or additions over and above the design standards set forth in Exhibit B attached hereto.

Owner shall sign the petition for the creation of a taxing district meeting the criteria set forth above within 14 days of receipt of the petition by Owner.

(f) The Owner shall provide roadway and intersection improvements in accordance with the schedule set forth below. Each of such improvements shall be commenced and bonds approved by the County Attorney for completion of the improvements shall be posted as provided in the schedule set forth below, including, in addition any other road improvements that may be necessary for these proffered improvements to function at a minimum level of service of "C".

Proffered Improvement

Timing

1. Commence construction of realigned Route 614 from existing Route 5 to northern boundary. A 120 right-of-way shall be dedicated to allow for future improvements. As

Before approval of any subdivision plat or site plan, other than golf course

part of this construction the following intersection improvements shall be made:

- a. Realigned Route 614 shall be four lanes from existing Route 5 through the intersection with Land Bay M-9 and the Neighborhood Commercial Center. The remainder of realigned Route 614 shall be built as two lanes, offset within the right-of-way to allow for future widening. Realigned Route 614 shall be constructed in accordance with the standards set forth on Exhibit B hereto.
- b. At Brick Bat Road: The intersection of Brick Bat Road and Route 614 shall be relocated and part of Brick Bat Road reconstructed so that Brick Bat intersects Route 614 at approximately 90 degrees. Relocated Brick Bat Road shall have a separate left turn lane. North and southbound left turn lanes and a southbound right turn lane shall be built on Route 614.
- c. At Old Route 614 at North Boundary of Historical Site: A "T" intersection with a northbound right turn lane, a southbound left turn lane and westbound right and left turn lanes shall be constructed.
- d. At Entrance to Land Bay M-5: A "T" intersection with a northbound left turn lane, an eastbound right turn lane and an eastbound left turn lane. The first 50 feet of the entrance to Land Bay M-5 shall be constructed with adequate width for southbound right and through lanes.
- e. At existing Route 5: An eastbound left turn lane and a westbound right turn lane

on existing Route 5.
Southbound right and left turn
lanes and one through lane shall
be constructed as part of realigned
Route 614.

- | | | |
|----|--|--|
| 2. | Construct northbound and southbound left turn lanes into Land Bay M-9 and Neighborhood Commercial Center. | Prior to issuance of Certificate of Occupancy in Area M-9 or the Neighborhood Commercial Center. |
| 3. | Construct northbound right turn lane, westbound left and right turn lanes and one west bound through lane at Neighborhood Commercial Center. | Prior to issuance of Certificate of Occupancy in Neighborhood Commercial Center. |
| 4. | Construct southbound right turn lane and eastbound left and right turn lanes, and one eastbound through lane at Land Bay M-9. | Prior to issuance of Certificate of Occupancy in Land Bay M-9. |
| 5. | Construct southbound left turn lane, northbound right turn lane, westbound combined left and through lanes, and westbound right turn lane at Land Bay M-8. | Prior to issuance of Certificate of Occupancy in Land Bay M-8. |
| 6. | Construct southbound right turn lane, eastbound combined left turn lane and through lane, and eastbound right turn lane at Land Bay M-7. | Prior to issuance of Certificate of Occupancy in Land Bay M-7. |
| 7. | Construct eastbound right turn lane, westbound left turn lane, and separate northbound left and right turn lanes at Land Bay M-6. | Prior to issuance of Certificate of Occupancy in Land Bay M-6. |
| 8. | Construct northbound and southbound left turn lanes, northbound right turn lane, westbound left turn lane, and right turn lane at clubhouse. | Prior to issuance of Certificate of Occupancy for Clubhouse. |

9. Construct southbound right turn lane, eastbound and combined eastbound left turn and through lane and eastbound right turn lane at Land Bay S-2. Prior to recordation of subdivision plat for Land Bay S-2.
10. Construct northbound left turn, southbound right turn lane, eastbound right turn lane and combined eastbound through and left turn lanes at Land Bay S-1. Prior to recordation of subdivision plat for Land Bay S-1.
11. Construct northbound right turn lane into western portion of Land Bay S-3. Prior to recordation of subdivision plat for western portion of Land Bay S-3.
12. Construct northbound right turn lane, westbound right turn lane and combined westbound left turn and through lane at Land Bay S-3. Prior to recordation of subdivision plat for the eastern portion of Land Bay S-3.
13. Construction or payment for construction of a traffic signal at the intersection of Realigned Route 614 and existing Route 5. When warranted by MUTCD and requested by VDOT
16. Restrictions on Timeshares. Owner shall not create or operate a "time-share project" as defined in the Virginia Real Estate Time-Share Act, Va. Code, §§55-360 et. seq. in Land Bays S-1, S-2, S-3, S-4, M-9 or M-10.
17. Height Limitations. In land bays M-9 and M-10 any structure within 600 feet from the centerline of Route 5 (John Tyler Highway) shall not exceed 35 feet in height. In land bays M-9 and M-10 any structure located in that area in between 600 feet from the centerline of Route 5 (John Tyler Highway) and 900 feet

from the centerline of Route 5 (John Tyler Highway) shall not exceed a maximum height of 45 feet.

18. Severability. Each condition hereof, or portion thereof, is severable. The invalidity of any particular condition, or portion thereof, shall not affect the validity of the remaining conditions, or portion thereof.

19. Definitions. All terms used herein and defined in the County Zoning Ordinance shall have the meaning set forth therein unless otherwise specifically defined herein.

WITNESS the following signature and seal.

GREENSPRINGS PLANTATION, INC.

By: Marc B. Sharp
Title: PRESIDENT

STATE OF VIRGINIA
CITY OF WILLIAMSBURG to-wit:

The foregoing instrument was acknowledged before me this 13th day of May, 1992, by Marc B. Sharp, President of Greensprings Plantation, Inc., on behalf of the corporation.

Rebecca Wilson
Notary Public

My commission expires: ~~February 28, 1995~~

May 31, 1996

PARCEL I

All those certain tracts, pieces, or parcels of land situate, lying and being in James City County, Virginia, and shown as Parcel "B", containing 916.77 acres, and Parcel "D", containing 572.50 acres, all as shown on that certain plat entitled, "Plat Showing a Portion of Green Springs," dated July 24, 1965, made by S. U. Camp, III, & Associates, Certified Land Surveyor, Courtland, Virginia, a copy of which said plat is recorded in the Clerk's Office of the City of Williamsburg and County of James City in Plat Book 24, pages 28A and 28B.

LESS AND EXCEPT property conveyed by deed recorded June 3, 1986 in James City County Deed Book 304, Page 31, to Jorge Luna and Leticia Luna, husband and wife;

LESS AND EXCEPT property conveyed by deed recorded June 3, 1986 in James City County Deed Book 304, Page 37, to Herman Zamora and Josefina Zamora, husband and wife;

LESS AND EXCEPT property subject to a certain Option On Real Estate recorded July 24, 1986 in James City County Deed Book 309, Page 646, to Jorge Luna and Leticia Luna, and Herman Zamora and Josefina Zamora, or their assigns;

LESS AND EXCEPT property conveyed by deed recorded April 14, 1986 in James City County Deed Book 299, Page 534, to the Commonwealth of Virginia;

LESS AND EXCEPT property conveyed by deed recorded January 11, 1978 in James City County Deed Book 181, Page 533, to the United States of America;

LESS AND EXCEPT certain property under contract to be conveyed to John M. Smith and Sonda J. Smith, husband and wife, which property is more particularly described as being "Parcel 4", 20.35 Ac.+, on a certain plat entitled, "A SUBDIVISION OF PART OF THE GREEN SPRINGS TRACT", James City County, Virginia," dated November, 1986, and made by Lynn D. Evans, Certified Land Surveyor, a copy of which plat is to be recorded in the Clerk's Office of the City of Williamsburg and County of James City;

LESS AND EXCEPT any and all property in the said "Parcel B" east of Powhatan Creek;

Exhibit B

The two-lane roadway to be constructed in the right-of-way shown on the Amended Master Plan as Future Road "A" and realigned Route 614 shall be constructed in accordance with VDOT, Road and Bridge Standards, that are in effect at the time construction is to commence, standard GS-6, Geometric Design Standards for Urban Minor Arterial Street System. Under this standard, the design will be in accordance with "Streets With Shoulder Design", rolling terrain.

These standards are stated as follows:

Design Speed - M.P.H.	50
Maximum Degree of Curvature	6°
Maximum Percent of Grade	7%
Stopping Sight Distance	Des. 475'; Min. 400'
Width of Lane	12' - two lanes to be constructed
Width of Shoulder	Fill 13'(*); Cut 10'
Ditch Width	6' (ditch slopes to be 4:1)
Slopes	2:1 (grading for two lanes)
Right-of-Way Width	120'
Operating Speed	50 M.P.H.
Clear Zone Width	Fill: 25' Cut: 19'

(*) Shoulder width may be reduced by 3' when guardrail is not required and recoverable areas are not being provided.

Pavement thickness shall be designed in accordance with the table entitled "Thickness Equivalency Values for Material for Primary, Interstate and Arterial Roads" from "Recommended Design Method for Flexible Pavements in Virginia" by N. K. Vaswani, revised 1974.

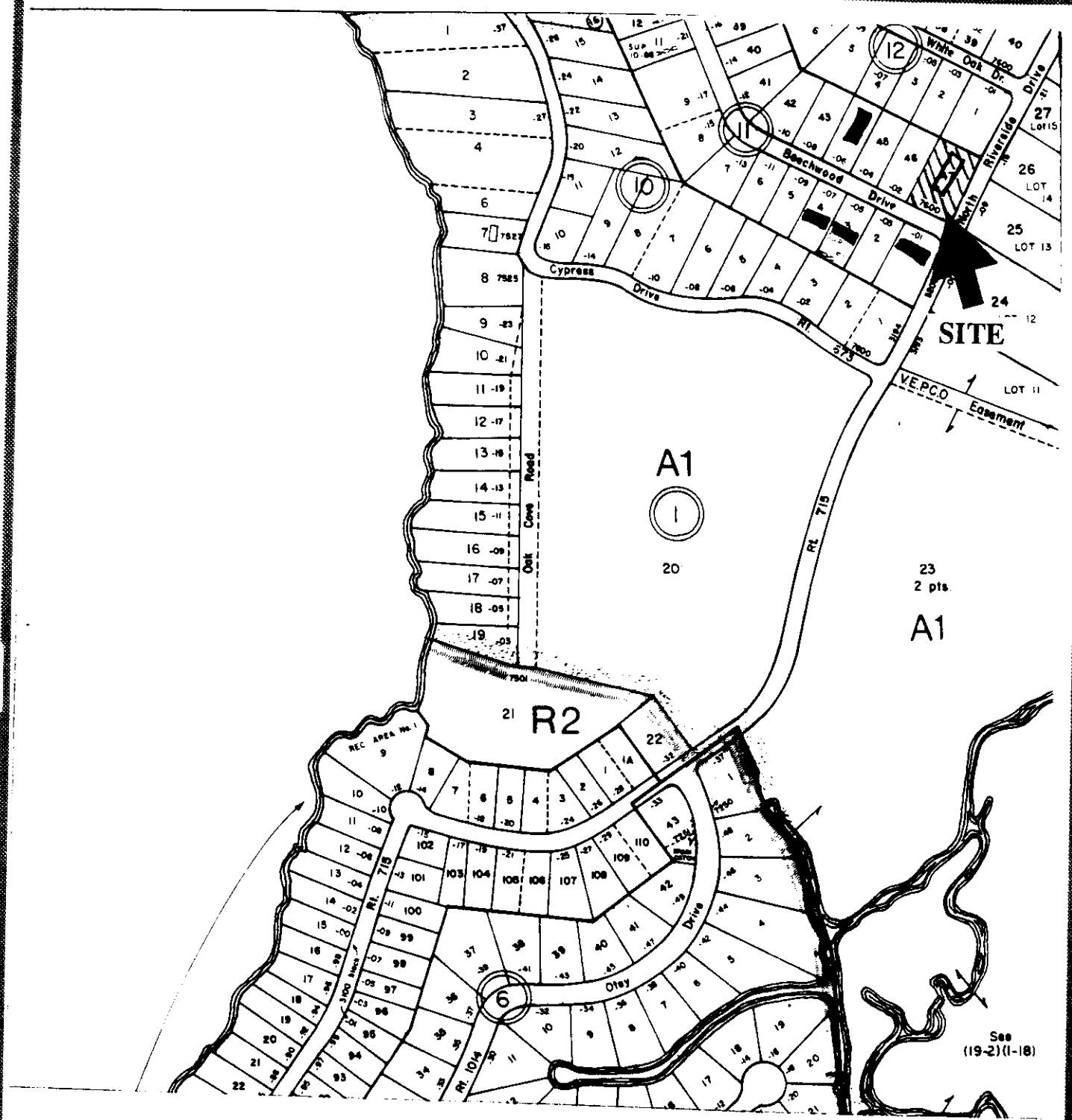
VIRGINIA: City of Williamsburg and County of
James City, to Wit:

In the Clerk's Office of the Circuit Court of the
City of Williamsburg, County of James City, this

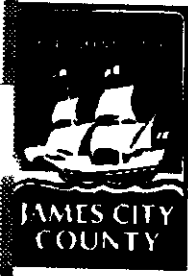
19th day of May, 1952, This Proffer
admitted to record at 12:15 o'clock

Teste: Helene S. Wood, Clerk

by [Signature]
Deputy Clerk



SCALE 1"=400 Feet



Case No: SUP-14-92
Name : William L. Lawhon, Manufactured Home
□ : Replacement Unit
■ : Existing Units



ORDINANCE NO. 55A-14

MAY 18 1992

BOARD OF SUPERVISOR:
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 2, ADMINISTRATION, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, ARTICLE II, MAGISTERIAL DISTRICT, ELECTION DISTRICTS AND ELECTION PRECINCTS, BY AMENDING SECTION 2-3, DESIGNATION AND POPULATION OF ELECTION DISTRICTS; SECTION 2-4, ELECTION PRECINCTS AND POLLING PLACES ESTABLISHED; AND SECTION 2-5, ELECTION DISTRICT BOUNDARIES.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 2, Administration, is hereby amended and reordained by amending Section 2-3, Designation and population of election districts; Section 2-4, Election precincts and polling places established; and Section 2-5, Election district boundaries.

Chapter 2. Administration

Article II. Magisterial District, Election Districts
and Election Precincts.

Section 2-3. Designation and population of election districts.

The election districts with populations set forth are as follows:

Population

Berkeley	5,459-2,353 (ESH) = 3,106	6,839
Jamestown.	3,156	6,982
Roberts.	3,119	6,949
Powhatan	3,031	7,019
Stonehouse	3,088	7,059

Section 2-4. Election precincts and polling places established.

(a) Pursuant to authority contained in the Code of Virginia, Sections 24.1-37 through 24.1-39, the precincts and their respective polling places for the county are hereby created and established as set forth in this section.

(b) The precincts for each election district and the polling place for each precinct shall be as set forth below:

Berkeley Election District:

Berkeley Precinct--James City County-Williamsburg Recreation Center polling place.

Jamestown Election District:

Jamestown Precinct A--Rawls Byrd Elementary School polling place.

Jamestown Precinct B—Williamsburg—Jamestown Airport polling place.

Roberts Election District:

Roberts Precinct—Mt. Gilead Baptist Church polling place.

Powhatan Election District:

Powhatan Precinct—Norge Elementary School polling place.

Stonehouse Election District:

Stonehouse Precinct—~~County Office Building polling place~~
(~~Emergency operations center~~), Toano Middle School polling place.

Section 2-5. Election district boundaries.

Berkeley Election District. Beginning at a point where State Route 5 intersects the Williamsburg city limits; thence northerly following the Williamsburg city limits to the point at which they intersect the York County line; thence northerly following the York County line to a point on State Route 603 1,400 feet north of State Route 645; thence westerly along the southern property line of parcel (33-3)(1-10); thence projecting the southern property line of Parcel (33-3)(1-10) across the CSXT Railroad main line; and U.S. Route 60 where the projected line intersects State Route 658; thence following the centerline of State Route 658 to State Route 612; thence following the centerline of Powhatan Creek to its intersection with State

Route 613; thence westerly along the centerline of State Route 613 to its intersection with State Route 614; thence southerly along State Route 614 to a point 6,000 feet north of State Route 5; thence westerly to Shell Bank Creek; thence following the centerline of Shell Bank Creek to the point where it intersects State Route 5; thence easterly following the centerline of State Route 5 to a point where it intersects State Route 614; thence southerly following the centerline of State Route 614 to the point where it intersects State Route 31; thence easterly following the centerline of State Route 31 to its intersection with State Route 681; thence northerly along the centerline of State Route 681 to its intersection with State Route 615; thence northerly along State Route 615 to its intersection with State Route 629; thence easterly along the centerline of State Route 629 to its intersection with State Route 5; thence easterly following the centerline of State Route 5 to the point of beginning.

Jamestown Election District. Jamestown Election Precinct
District A. Beginning at a point where State Route 5 intersects the Williamsburg city limits; thence westerly following the centerline of State Route 5 to its intersection with State Route 629; thence westerly along the centerline of State Route 629 to its intersection with State Route 615; thence southerly along State Route 615 to its intersection with State Route 681; thence southerly along the centerline of State Route 681 to its intersection with State Route 31; thence following the centerline of State Route 31 to the point where it intersects with State Route 614; thence northerly following the centerline of State Route 614 to the point where it intersects with State Route 5; thence westerly following the centerline of State Route 5 to the

point where it intersects Shell Bank Creek; thence southerly following the centerline of Shell Bank Creek extended to the centerline of the James River; thence easterly following the centerline of the James River and the James City County-Surry County line to a point where it intersects the centerline of College Creek; ~~thence northerly following the centerline of College Creek to its intersection with the Colonial Parkway; thence following the centerline of the Colonial Parkway to its intersection with Halfway Creek; thence following the centerline of Halfway Creek to its confluence with Tutter's Neck Creek; thence following the centerline of Tutter's Neck Creek State Route 682 extended; thence easterly following the centerline of State Route 682 extended to its intersection with State Route 31; thence easterly following the centerline of State Route 31 to its intersection with the Williamsburg City limits; thence northerly westerly following the Williamsburg City limits to its intersection with State Route 199; thence westerly along the centerline of State Route 199 to the point of beginning.~~

~~Jamestown Election District B.~~ Beginning at the Williamsburg City limits on State Route 641; thence proceeding easterly along the York County line to its intersection with the CSXT Railroad spur line; thence westerly along the CSXT Railroad spur line to the CSXT Railroad main line; thence northerly along the centerline of the CSXT Railroad to the Williamsburg City limits; thence easterly along the Williamsburg City limits to the point of beginning.

Jamestown Precinct B. Beginning at a point where State Route 31 intersects the Williamsburg City Limits; thence westerly along the centerline of State Route 31 to its intersection with State Route 682; thence westerly along the centerline of State Route 682 to its intersection with the centerline of the James River; thence easterly following the centerline of the James River and the James City County-Surry County line to a point where it intersects the centerline of College Creek; thence northerly following the centerline of College Creek to its intersection with the Colonial Parkway; thence following the centerline of the Colonial Parkway to its intersection with Halfway Creek; thence following the centerline of Halfway Creek to its confluence with Tutter's Neck Creek; thence following the centerline of Tutter's Neck Creek to its intersection with the Williamsburg City Limits; thence westerly following the Williamsburg City Limits to the point of beginning.

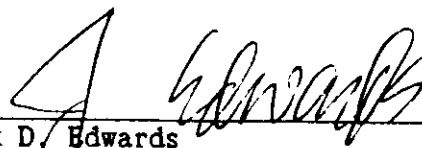
Powhatan Election District. Beginning at the intersection of State Route 646 and U.S. Route 60 (West); thence northerly following the centerline of U.S. Route 60 (West) to a point 600 feet west of State Route 607 to an unnamed tributary of Yarmouth Creek; thence southerly following the centerline of that tributary to Yarmouth Creek; thence following the centerline of Yarmouth Creek to Shipyard Creek; thence following the centerline of Shipyard Creek to the Chickahominy River; thence southerly following the centerline of the Chickahominy River and the James City County-Charles City County line to the centerline of the James River; thence easterly following the centerline of the James River and the James City County-Surry County line to Shell Bank Creek; thence northerly following Shell Bank Creek to the point closest to State Route 614, located 6,000 feet north of State Route 5; thence due east to

State Route 614, thence due north following the centerline of State Route 614 to its intersection with State Route 613; thence easterly along the centerline of State Route 613 to its intersection with Powhatan Creek; thence northerly following the centerline of Powhatan Creek to the point where it intersects Longhill Swamp; thence easterly to the intersection of State Routes 612 and 658; thence northerly following the centerline of State Route 658 to its intersection with U.S. Route 60; projecting the centerline of State Route 658 easterly to its intersection with the southwest corner of parcel (33-3)(1-10); thence easterly along the southern property line of parcel (33-3)(1-10) to the York County limits; thence northerly along the York County limit to the point of beginning.

Roberts Election District. Beginning at a point where the centerline of State Route 199 intersects the York County line; thence easterly following the James City County-York County line to the junction with the Newport News city line, thence southerly with the James City County-Newport News line to the centerline of the James River and the James City County-Surry County line; thence northerly following the centerline of the James River to a point where College Creek intersects the James River; thence northerly following the centerline of College Creek to a point where it intersects the Colonial Parkway; thence northerly following the centerline of the Colonial Parkway to its intersection with Halfway Creek; thence following the centerline of Halfway Creek to the confluence of Tutter's Neck Creek; thence northerly along the centerline of Tutter's Neck Creek to its intersection with the Williamsburg City limits; thence easterly and northerly along the Williamsburg City limit to the centerline of the CSXT Railroad mainline; thence southerly

along the centerline of the CSXT Railroad mainline to its intersection with the CSXT Railroad spur line; thence easterly along the centerline of the CSXT spur line of the York County line; thence southerly along the York line to the point of beginning.

Stonehouse Election District. Beginning at the intersection of State Route 646 and U.S. Route 60 (West); thence westerly following the centerline of U.S. Route 60 (West) to a point 600 feet west of State Route 607 to an unnamed tributary of Yarmouth Creek; thence southerly following the centerline of that tributary to Yarmouth Creek; thence following the centerline of Yarmouth Creek to Shipyard Creek; thence following the centerline of Shipyard Creek to the Chickahominy River; thence northerly following the Chickahominy River and the James City County-Charles City County line to a point being the corner of the New Kent County-James City County boundary lines; thence northerly following the New Kent County-James City County line to the centerline of the York River; thence easterly following the centerline of the York River and the James City County line to a point being the corner of the James City County-York County boundary lines; thence southerly following the James City County-York County line to the point of beginning.



Jack D. Edwards
Chairman, Board of Supervisors

ATTEST:



David B. Norman
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
DEPUE	AYE
TAYLOR	AYE
SISK	AYE
KNUDSON	AYE
EDWARDS	AYE

Adopted by the Board of Supervisors of James City County, Virginia,
this 18th day of May, 1992.

2041U

AGREEMENT

This Agreement is made this 8th day of April, 1992 by and between LARRY T. WALTRIP and JEAN T. WALTRIP ("Waltrips") and the COUNTY OF JAMES CITY ("County").

WHEREAS, the Waltrips own and operate the Williamsburg-Jamestown Airport ("Airport"), and

WHEREAS, Board of Supervisors of James City County, Virginia, is desirous of utilizing a portion of the terminal as a polling place for the Jamestown Election District.

WITNESSETH: That for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. An area of the terminal shall be established as a polling place for qualified voters of Jamestown Election District in the County of James City in accordance with Section 24.1-37 of the Code of Virginia, after adoption of an ordinance by the Board of Supervisors.
2. The Airport shall be made available for use as a polling place for all elections conducted in Jamestown Election District for a period of no less than 10 years, commencing on the date of this Agreement.
3. Entry to the terminal and the area to be used as a polling place shall be accessible to the physically handicapped and elderly, and handicap parking spaces will be reserved.
4. Adequate parking spaces shall be made available for use of voters and officers of election during elections.
5. The Airport polling place shall be clearly identified with signs provided and erected by the James City County Electoral Board.
6. Notice of prohibited activities, provided and erected by the

Electoral Board, will be posted forty feet from any entrance to the polling place during the conduct of an election. It shall be unlawful for any person to loiter, congregate or otherwise hinder any qualified voter.

7. Except in an emergency, no loudspeaker shall be used within 300 feet of the polling place on election day.
8. Telephone communication will be made available for use by officers of election throughout election day.
9. Rental charges for use of the Airport polling place, if any, shall not exceed one hundred fifty dollars per election.

WILLIAMSBURG-JAMESTOWN AIRPORT, INC.

Larry T. Waltrip
Larry T. Waltrip

Jean T. Waltrip
Jean T. Waltrip

COUNTY OF JAMES CITY

Jack D. Edwards
Jack D. Edwards, Chairman
Board of Supervisors

ATTEST:

David B. Norman
David B. Norman
Clerk to the Board

THIS DEED IS EXEMPT FROM TAXATION PURSUANT TO SECTION 58.1-811A(3),
CODE OF VIRGINIA OF 1950, AS AMENDED.

SPECIAL WARRANTY DEED

THIS DEED, made this 18th day of May, 1992, by and
between JAMES CITY COUNTY, ("Grantor") and WILLIAMSBURG-JAMES CITY
COUNTY PUBLIC SCHOOLS, ("Grantee"), whose mailing address is P.O.
Box 179, Williamsburg, Virginia 23187-0179.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS
(\$10.00) and other good and valuable consideration, the receipt of
which is hereby acknowledged, the Grantor does hereby grant and
convey, with SPECIAL WARRANTY of title, unto the Grantee with full
power to sell, lease, encumber and otherwise dispose of, all of its
interests, being a full undivided fee simple interest, in the
following described property ("Property"), to wit:

All that certain lot, piece or parcel of land, with
improvements thereon and appurtenances thereunto
belonging, lying and being in Roberts District, James
City County, Virginia, as shown on a plat of survey, and
recorded in the Circuit Court Clerk's Office for the City
of Williamsburg and County of James City, Virginia, in
Plat Book 55 at Page 44, prepared by Langley and
McDonald, P.C., a professional corporation, Engineers-
Planners-Surveyors, dated May 9, 1991, entitled
"SUBDIVISION OF PROPERTY OF COLONIAL WILLIAMSBURG
FOUNDATION, BEING PART OF THE CARTER'S GROVE & LOCUST
GROVE TRACTS, SITUATED IN THE ROBERTS DISTRICT, JAMES

CITY COUNTY, VIRGINIA", on which plat the property hereby conveyed is more particularly described as "PARCEL 1, TOTAL PARCEL = 32.8242 ACRES, NET DEVELOPABLE AREA = 30.8000 ACRES".

This conveyance is made subject to the conditions, restrictions, easements and reservations of record, if any, affecting the aforesaid Property, and constituting constructive notice.

VIRGINIA: City of Williamsburg and County of James City, to Wit: **WITNESS the following signature and seal:**

In the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City the 12 day of June, 1992 This Deed was presented with certificate annexed and admitted to record at 12:49 o'clock

JAMES CITY COUNTY

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

By:

[Signature] (SEAL)
Jack D. Edwards, Chairman
Board of Supervisors

COMMONWEALTH OF VIRGINIA
AT LARGE

I, Mari Len Smith, a Notary Public in and for the Commonwealth of Virginia at Large, do hereby certify that Jack D. Edwards, whose name is signed to the foregoing writing dated May 18, 1992, has acknowledged the same before me in the ~~City~~ County of James City.

GIVEN under my hand and seal this 18th day of May, 1992.

Mari Len Smith
Notary Public

My Commission Expires: February 8, 1993

**REGIONAL RAW WATER STUDY GROUP
MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING, made this 10th day of June, 1991, by and between the City of Newport News ("Newport News"), the City of Williamsburg ("Williamsburg"), the County of York ("York"), and the County of James City ("James City").

WHEREAS, Newport News, Williamsburg, York and James City have responsibility for the purveyance of water to their citizens; and the Newport News Department of Public Utilities (Waterworks) is additionally responsible for the operation of a regional water system serving the Cities of Newport News, Hampton and Poquoson and parts of the Counties of York and James City; and

WHEREAS, Newport News, Williamsburg, York, and James City have contributed financially to the conduct of preliminary engineering studies of the long-term water supply needs of the lower Virginia peninsula and the alternatives available to satisfy those needs, as reported in January 1991 in Lower Virginia Peninsula Regional Raw Water Supply Plan 1990 - 2040 Phase I Summary Report; and

WHEREAS, the parties hereto accept the Phase I Summary Report's recommendation for a second phase of work ("Phase II") to include preparation of an Environmental Impact Statement (EIS) in close coordination with state and federal administrative agencies, selection of the most appropriate raw water supply alternative, and application for any necessary federal, state and local permits, and agree to participate cooperatively in further study to identify and select water supply projects capable of meeting the potable water needs of the region through the year 2040; and

WHEREAS, the scope of the EIS has been defined in coordination with the U. S. Army Corps of Engineers and it is expected that the work can be accomplished at a cost of \$1,450,000; and

WHEREAS, the Raw Water Study Group was informally organized in 1987, and the parties hereto now desire to establish a more formal structure for the group.

NOW THEREFORE, Newport News, Williamsburg, York and James City do hereby set forth their mutual understanding as follows:

A. The parties hereto do hereby form the Regional Raw Water Study Group (RRWSG), and declare it to be the appropriate regional entity to pursue the necessary engineering and environmental studies aimed at finding the most practicable and least environmentally damaging alternative(s) to meet the water supply needs of the region through 2040 and beyond.

B. Williamsburg, York, James City and Newport News will constitute the RRWSG's active membership. The City of Hampton and the City of Poquoson may participate as associate members in recognition of their water supply interests which are served by Newport News Waterworks. Others may become active or associate members of the RRWSG upon unanimous consent of the active membership. Each member will be represented by its chief administrative officer, or his or her designee. The Newport News representative shall serve as chairman of the group.

C. To accomplish the goal set forth in Paragraph A above, the RRWSG will work cooperatively with the federal and state agencies charged with administration of §401 and §404 of the Clean Water Act to prepare an EIS supportive of the region's need for significant additional sources of raw water.

D. The expenses associated with Phase II shall be shared by the parties in proportion to the portion of the projected regional deficit for which each is responsible as a purveyor. Accordingly, the costs of Phase II shall be shared as follows: \$1,172,314 by Newport News; \$70,661 by Williamsburg; \$171,488 by James City; and \$35,537 by York. In recognition that Newport News is the primary financial contributor to the RRWSG's Phase II efforts, Newport News is designated as the lead local agency in

contracting for and managing the various activities associated with Phase II. Cost-share payments shall be made to Newport News in two installments. One-half of the amount payable shall be due on July 1, 1991, and the remaining half shall be due on July 1, 1992. No other payments are required by this Memorandum of Understanding.

E. Recognizing the importance of conservation strategies to reduce future demand requirements and thereby minimizing the unavoidable environmental impacts of new water supply projects, the RRWSG's active and associate members are committed to instituting mutual and consistent water conservation measures identified in Phase II which appear to them reasonable and necessary. The RRWSG's active and associate members shall also work together in formulating and implementing economic and community development policies which properly reflect the availability of public water for new industrial, commercial and residential uses.

F. It is understood that the active members of the RRWSG cannot commit to joint action on the implementation of a specific water supply alternative until one or more projects have been identified as practicable and capable of being permitted. It is acknowledged, however, that, because of the regional scope of the projects under consideration for issuance of federal permits, a future joint agreement may be desirable or necessary. Furthermore, the active members of the RRWSG remain open to consideration of establishing a separate public authority pursuant to state law to construct and operate a new raw water supply project, and to such other contractual relationships as may be appropriate to achieve their mutual objectives for additional sources of water.

G. At any time during the 90-day period commencing upon the U. S. Army Corps of Engineers' official delivery of collected federal agency comments on the Draft Environmental Impact Statement, or at any later time established by unanimous consent of the active members of the RRWSG, any active member of the RRWSG may withdraw from the group by giving thirty (30) days written notice thereof to the chief administrative officer of each of the other active members.

H. The RRWSG may dissolve itself by unanimous consent of the active members. In the event that the RRWSG determines to dissolve itself and not to proceed further with the undertaking described herein, then any assets or liabilities of the RRWSG shall be shared by the member jurisdictions in the same proportion as the contributions were made as set forth in Paragraph D above, adjusted proportionally to account for any members that may have previously withdrawn as set forth in Paragraph G above.

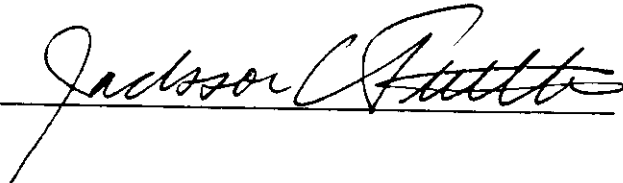
CITY OF NEWPORT NEWS

By: _____



CITY OF WILLIAMSBURG

By: _____

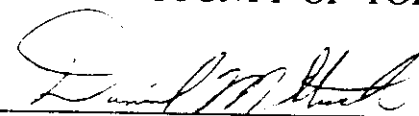


Approved as to form:

William M. Harkness
County Attorney 20 Aug 91

COUNTY OF YORK

By: _____



COUNTY OF JAMES CITY

By: _____

