

254 AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 19TH DAY OF OCTOBER, NINETEEN HUNDRED NINETY-FOUR, AT 7:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Perry M. DePue, Chairman, Powhatan District  
David L. Sisk, Vice Chairman, Roberts District

Jack D. Edwards, Berkeley District  
Robert A. Magoon, Jr., Jamestown District  
Stewart U. Taylor, Stonehouse District  
David B. Norman, County Administrator  
Frank M. Morton, III, County Attorney

B. WORK SESSION

1. Shrink-Swell Soils

The Board discussed the Staff response to Shrink Swell Soils Task Force recommendations. The Board deferred until the 7:00 p.m. meeting the setting of an effective date for implementation of soil testing.

C. MINUTES - October 3, 1994

Mr. DePue asked if there were additions or corrections to the minutes.

Mr. DePue made a motion to approve the minutes.

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

D. HIGHWAY MATTERS

Mr. Quintin Elliott, Williamsburg Resident Engineer, Virginia Department of Transportation, reported that Route 199 construction was on schedule with estimated completion date of 1998.

Mr. DePue thanked Mr. Elliott for attending a meeting in Norge to discuss traffic signals at the Poplar Creek Office Park.

E. CONSENT CALENDAR

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

Mr. Taylor asked that Item No. 2 be removed.

Mr. DePue made a motion to approve Items Nos. 1 and 3 on the Consent Calendar.

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

1. Courthouse Construction Budget

**RESOLUTION**

**COURTHOUSE CONSTRUCTION BUDGET**

WHEREAS, the Board of Supervisors of James City County has agreed to proceed with the construction of a courthouse and an initial planning budget is necessary for such things as surveying, conceptual design and an option on the property.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, transfers \$63,500 in Capital Contingency money to a courthouse construction budget and appropriates an additional \$36,500 in monies expected from the City:

Revenues - Capital Budget

City of Williamsburg \$ 36,500

Expenditures - Capital Budget

Courthouse Construction \$100,000  
Capital Contingency ( 63,500)  
\$ 36,500

3. Constitutional Amendment No. 2

**RESOLUTION**

**CONSTITUTIONAL AMENDMENT 2 - VOTER REGISTRATION**

WHEREAS, Virginia's Constitution requires that voter lists be automatically purged of all people who have not voted in four years; and

WHEREAS, Virginia also requires that applications to register to vote be completed in front of the registrar; and

WHEREAS, these two rules conflict with new Federal laws; and

WHEREAS, if Virginia does not conform its laws to the federal laws then Virginia registrars will have to keep two sets of voter registrations - one for state elections and one for federal elections; and

WHEREAS, keeping two sets of voter registrations will be time consuming and costly for local electoral boards and local governments; and

WHEREAS, Constitutional Amendment 2 on the ballot on November 8, 1994, seeks to resolve the issue by changing Virginia's Constitution so that it conforms with federal law, thereby saving the local governments of Virginia thousands of dollars that can be better used for local needs; and

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Expenditures - Capital Budget

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Capital Contingency	<u>( 63,500)</u>
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WHEREAS, Constitutional Amendment 2 on the ballot on November 8, 1994, seeks to resolve the issue by changing Virginia's Constitution so that it conforms with federal law, thereby saving the local governments of Virginia thousands of dollars that can be better used for local needs; and

WHEREAS, the Board of Directors of the Virginia Association of Counties unanimously endorses Constitutional Amendment 2 and urges the board of supervisors of every county in Virginia to adopt a resolution of support and to publicize its actions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, voices its support for Constitutional Amendment 2 and urges the citizens of James City County to vote yes on Constitutional Amendment 2.

2. Little Creek Public Access Site

Mr. Taylor asked staff if opening the public access site would require monitoring by personnel and stated that he opposed additional County land being used for recreation purposes.

Mr. O. Marvin Sowers, Jr., Director of Planning, responded that no personnel would be needed at the access site.

Mr. DePue made a motion to approve the resolution.

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

**RESOLUTION**

**LITTLE CREEK PUBLIC ACCESS SITE**

WHEREAS, the James City County Comprehensive Plan includes specific strategies to provide access to waterways throughout the County; and

WHEREAS, James City County has applied to the Virginia Costal Resources Management Program for a grant to acquire and construct a public access site along Little Creek.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Board accepts the grant and agrees to provide equal matching funds up to a total of \$12,500 to acquire and develop a public access site on Little Creek.

**F. PUBLIC HEARINGS**

1. Case No. AFD-1-94. Wright's Island (Formerly AFD-1-86)

Mr. Gary A. Pleskac, Planner, stated that Mr. W. Taliaferro Thompson, III, on behalf of Wright's Island Game Association, and Llene Menzel on behalf of estates of Gary and Emil Menzel had applied to create an Agricultural and Forestal District (AFD) in the Wright Island area for a period of 8 years. He noted that AFD-1-86, established for a term of 8 years beginning September 8, 1986, had expired.

Mr. Pleskac stated that the AFD consisted of 1,495.032 acres located along the Chickahominy River in eastern James City County, zoned A-1, General Agricultural, further identified as Parcels (1-28) and (1-1), (1-2), (1-3), and (1-4) on James City County Real Estate Tax Map Nos. (20-2) and (20-3), respectively.

In concurrence with staff, the AFD Advisory Committee and Planning Commission recommended approval of the application with conditions listed in the ordinance.

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

Mr. Taylor made a motion to approve the ordinance.

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

2. Case No. AFD-6-86. Cranston's Pond (Marston Addition)

Mr. Gary A. Pleskac, Planner, stated that Mr. George Marston had applied to add approximately 32 acres to Cranston's Pond Agricultural and Forestal District (AFD-6-86) consisted of 1,174.78 acres located southeast of Chickahominy Road and Little Creek Dam Road. He further stated that the addition zoned R-1, Limited Residential, is located at the south terminus of Bush Springs Road, further identified as Parcels (1-33), (1-35), (1-36), and (1-37) on James City County Real Estate Tax Map No. (22-2).

In concurrence with staff, the AFD Advisory Committee and Planning Commission recommended approval of the application with conditions listed in the ordinance.

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

Mr. Magoon made a motion to approve the ordinance.

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

Without Board objection, Mr. DePue asked that public hearing Item Nos. 3 through 12 be heard jointly.

3. Case No. AFD-2-86. Croaker Agricultural and Forestal District

4. Case No. AFD-3-86. Hill Pleasant Farm Agricultural and Forestal District

5. Case No. AFD-5-86. Barnes Swamp Agricultural and Forestal District

6. Case No. AFD-6-86. Cranston's Pond Agricultural and Forestal District

7. Case No. AFD-7-86. Mill Creek Agricultural and Forestal District

8. Case No. AFD-8-86. Casey Property Agricultural and Forestal District

9. Case No. AFD-9-86. Gordon Creek Agricultural and Forestal District

10. Case No. AFD-10-86. Christenson's Corner Agricultural and Forestal District

11. Case No. AFD-11-86. Yarmouth Island Agricultural and Forestal District

12. Case Nos. AFD-12-86 and AFD-13-86. Gospel Spreading Church Farm Agricultural and Forestal District (Gilley Addition)

Mr. Pleskac stated that:

Croaker AFD-2-86 consisted of 1,042.61 acres, zoned A-1, General Agricultural, located in and around the Croaker area, further identified with Parcel Numbers and James City County Real Estate Tax Map Numbers listed in the Ordinance.

Hill Pleasant Farm AFD-3-86 consisted of 502.34 acres, zoned A-1, General Agricultural, located southwest of Norge between the CSX Railway and Interstate 64, further identified as Parcel Nos. (1-4) and (1-5) on James City County Real Estate Tax Map No. (24-1).

Barnes Swamp AFD-5-86 consisted of 2,033.69 acres, adjoining New Kent County line, extending approximately 5,000 feet east of Holly Forks Road, west to Diascund Reservoir, and south to Richmond Road, further identified with Parcel Numbers and James City County Real Estate Tax Map Numbers listed in the Ordinance.

Cranston's Pond AFD-6-86 consisted of 1,174.21 acres, located southeast of Chickahominy Road and Little Creek Dam Road. Further identified with Parcel Numbers and James City County Real Estate Tax Map Numbers listed in the Ordinance.

Mill Creek AFD-7-86 consisted of 3,040.87 acres, located from Richmond Road in the north to below Uncles Creek in the south, further identified with Parcel Numbers and James City County Real Estate Tax Map Numbers listed in the Ordinance.

Casey Property AFD-8-86 consisted of 967.38 acres, located in the Ironbound Road/News Road area of James City County, further identified with Parcel Numbers and James City County Real Estate Tax Map Numbers listed in the Ordinance.

Gordon Creek AFD-9-86 consisted of 3,309.21 acres, zoned A-1, General Agricultural, located in and around the Centerville Road/News Road area, further identified with Parcel Numbers and James City County Real Estate Tax Map Numbers listed in the Ordinance.

Christenson's Corner AFD-10-86 consisted of 568.164 acres, zoned A-1, General Agricultural, located south of Riverview Road between Newman Road and Riverview Plantation, further identified with Parcel Numbers and James City County Real Estate Tax Map Numbers listed in the Ordinance.

Yarmouth Island AFD-11-86 consisted of 1,460.97 acres, zoned A-1, General Agricultural, located along the east side of Jolly Pond Road extending to the Chickahominy River, with Parcel Numbers and James City County Real Estate Tax Map Numbers listed in the Ordinance.

Gospel Spreading Church Farm AFD-12-86 and AFD-13-86 consisted of 1,099.65 acres and 281.00 acres respectively, located from College Creek extending west to Neck-O-Land Road, further identified with Parcel Numbers and James City County Real Estate Tax Map Numbers listed in the Ordinance.

In concurrence with staff, the AFD Advisory Committee and Planning Commission recommended approval of the application with conditions listed in the ordinances.

Mr. DePue opened the public hearings, and as no one wished to speak, he closed the public hearings.

Mr. DePue made a motion to approve amended ordinances for AFD-6-86 and AFD-7-86 and the other ordinances as presented.

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

The Board discussed the 4-year period of time of the agricultural and forestal districts, and Mr. DePue requested a discussion of policy prior to future renewals.

13. Property Lease, State Route 614, 5535 Centerville Road

Mr. Frank M. Morton, III, County Attorney, stated that staff had negotiated to acquire a parcel of property located at 5535 Centerville Road for the purposes of accessing the District Park. He further stated that the agreement detailed the purchase of the property, provided that the old lease could be void and a new lease would permit continuance of the convenience store operation for a period of 12 months.

Staff recommended approval of the resolution authorizing the Chairman to execute the Contract for Sale of Real Estate, Cancelling and Voiding Lease and Entering New Lease.

The Board briefly discussed continuation of the monitoring of the buried gasoline tanks for leaks, and expressed hope that the neighborhood store would be replaced during the upcoming 12 months.

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

Mr. DePue made a motion to approve the resolution.

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

**RESOLUTION**

**DISTRICT PARK/WM AND CM, INC./Y. Y. P. CORPORATION/CONTRACT FOR**

**SALE OF REAL ESTATE, CANCELLING AND VOIDING LEASE AND**

**ENTERING NEW LEASE (CONTRACT)**

WHEREAS, the Board of Supervisors is of the opinion it is in the best interest of James City County to purchase a parcel of property located at the intersection of Centerville Road and Longhill Road known as 5535 Centerville Road, Tax Map No. (31-1)(01-0006) to be used as the entrance to the District Park; and

WHEREAS, the Board of Supervisors is also desirous of entering into a new lease for the property until it is time to commence improvements in the District Park.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that it hereby authorizes and directs the Chairman of the Board and the Clerk to execute that certain contract entitled Contract for Sale of Real Estate, Cancelling and Voiding Lease and Entering New Lease.

**G. BOARD CONSIDERATIONS**

1. Funding for Access Road at Stonehouse Commerce Park.

Mr. Keith A. Taylor, Economic Development Director, stated that the contractual agreement with Stonehouse Incorporated for the acquisition of an industrial shell building and site created available standing inventory with the intent of attracting a capital-intensive industrial operation and opened up a 204-acre industrial park in the upper end of the County.

Mr. Taylor further stated that the contract permitted the County to apply for State funds to construct the industrial access portion of a road through a Virginia Department of Transportation administered program,

Bonded Industrial Access Road Fund, with the opportunity to recoup as much as 15 percent of the shell building purchase price through that program.

Staff recommended approval of the resolution.

Mr. Edwards made a motion to approve the resolution.

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

**RESOLUTION**

**BONDED INDUSTRIAL ACCESS ROAD FUNDING**

**AT STONEHOUSE COMMERCE PARK**

WHEREAS, the Industrial Development Authority of James City County, Virginia, has contracted to acquire property in the County of James City for the purpose of industrial development; and

WHEREAS, this property is expected to be the site of new private capital investment in land, building, and/or manufacturing equipment which will provide new substantial employment; and

WHEREAS, the subject property has no access to a public street or highway and will require the construction of a new roadway to connect with Barhamsville Road (Route 30); and

WHEREAS, the County of James City hereby guarantees that the necessary right-of-way for this new roadway and utility relocations or adjustment, if necessary, will be provided at no cost to the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby requests that the Commonwealth Transportation Board provide Industrial Access Road funding to provide an adequate road to this property.

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County hereby agrees to provide a letter of credit, bond or other surety, acceptable to and payable to the Virginia Department of Transportation, in the full amount of the cost of the Industrial Access Road; this surety shall be exercised by the Department of Transportation in the event that sufficient qualifying capital investment does not occur either on the subject site or other eligible sites served by the Industrial Access Road within three years of the Commonwealth Transportation Board's allocation of funds pursuant to this request.

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County hereby agrees that the new roadway so constructed will be added to and become a part of the Secondary System of Highways.

Mr. Magoon congratulated Mr. James Franklin of Stonehouse, Inc., who was in the audience, and also the Chesapeake Corporation for attracting the new race track to New Kent County.



2. Busch Corporate Center - Private Streets

Mr. Matthew W. Maxwell, Planner, stated that Busch Properties, the owner and developer of Busch Corporate Center, had applied to retain the roads in the Corporate Center as private streets in accordance with James City County Code Section 20-105.

He further stated that staff concurred with improvement recommendations made by Langley and McDonald Traffic Impact Study and the Hampton Roads Planning District Commission's Pocahontas Trail Report.

Mr. Maxwell explained that the Busch Corporate Center Private Streets do not meet current Virginia Department of Transportation road construction standards in terms of width, surfacing, construction and geometric design of streets, utilities, curbs, gutters, and storm drainage. He stated that a waiver of specifications' request would be considered by the Planning Commission upon approval of this resolution.

Staff recommended approval of the resolution.

Mr. Sisk made a motion to approve the substitute resolution.

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

**RESOLUTION**

**BUSCH CORPORATE CENTER PRIVATE STREETS**

WHEREAS, private streets may be permitted within qualifying industrial parks upon approval of the Board of Supervisors; and

WHEREAS, the applicant has applied to have the roads in the Corporate Center qualify as private streets under James City County Code Section 20-55; and

WHEREAS, the County holds a letter of credit which would ensure the improvements outlined in the Traffic Impact Study Report are implemented; and

WHEREAS, staff has reviewed the application and the Traffic Impact Study Report and concluded that the Busch Corporate Center, at full build-out, will have a minimal negative impact on the level of service of turn lanes and surrounding road network; and

WHEREAS, staff recommends approval of the application for Private Streets Acceptance for the Busch Corporate Center.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve private streets within the Busch Corporate Center.

**Implementation of Expansive Soils Policy**

Mr. John T. P. Home, Manager of Development Management, stated that staff determined that the implementation date be October 27, 1994, and that date be applied to any unissued permit.

After a lengthy discussion regarding fairness to citizens and backlog of applications, Mr. DePue made a motion to approve the implementation to be effective in seven days for any permits not issued as of October 27, 1994.

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

**H. PUBLIC COMMENT**

1. Ms. Linda Tiexeira, 904 Wood Duck Commons, expressed thanks to all who participated in the Shrink-Swell Soils meetings.

2. Mr. Kenneth Beachum, 7149 Church Lane, Toano, spoke in support of the 566 telephone exchange being included in the Bell Atlantic proposal and asked that the Board strongly support that effort.

3. Mr. Ed Oyer, 139 Indian Circle, read an article relating to rise and fall of governments.

4. Ms. Ann Ruff, P.O. Box 395, Williamsburg, stated the shrink-swell soils documents mention only geo-technical engineers and asked that soil scientists be included for soil testing.

**I. REPORTS OF THE COUNTY ADMINISTRATOR**

Mr. Norman referenced the memorandum in the Reading File from Mr. Sowers regarding 2015 Financially Constrained Transportation Plan does not include the widening of Route 60.

Mr. Norman recommended the Board go into executive session pursuant to Section 2.1-344(A)(1) of the Code of Virginia to consider appointment of individuals to boards and/or commissions, and to Section 2.1-344(A)(3) of the Code of Virginia to consider acquisition of two parcels of property for public use.

**J. BOARD REQUESTS AND DIRECTIVES**

Mr. DePue expressed pride in the County efforts of all concerned with the Shrink-Swell Soils.

Mr. Edwards announced that the Virginia Municipal League Annual Conference presented, and he accepted, the Virginia Municipal League Achievement Award for the Communications Department for the successful bond referendum in the spring.

Mr. DePue made a motion to go into executive session as recommended by the Assistant County Administrator, at 8:42 p.m.

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

Mr. DePue reconvened the Board into open session at 9:22 p.m. and made a motion to approve the executive session resolution.

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

**RESOLUTION**

MEETING DATE: October 19, 1994

**CERTIFICATION OF EXECUTIVE MEETING**

WHEREAS, the Board of Supervisors of James City County, Virginia, (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 Supervisors of James City County, Virginia, 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. Magoon made a motion to appoint to the Lighting Task Force: Will Gwilliam as Chairman, Tom Peck, Richard Costello, Ksenia Jaroshevich, George Wright, Gordon Chappell and Claude Feigley.

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

Mr. Sisk made a motion to recess until 5:00 p.m., Monday, November 7, 1994, for a work session on economic development incentives.

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

The Board adjourned at 9:24 p.m.



David B. Norman  
Clerk to the Board

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WRIGHT'S ISLAND

BOARD OF SUPERVISORS  
JAMES CITY COUNTY  
VIRGINIA

AGRICULTURAL AND FORESTAL DISTRICT (AFD-1-94)

WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertised, and public hearings have been held on the application for an Agricultural and Forestal District in the Wright's Island area; and

WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and

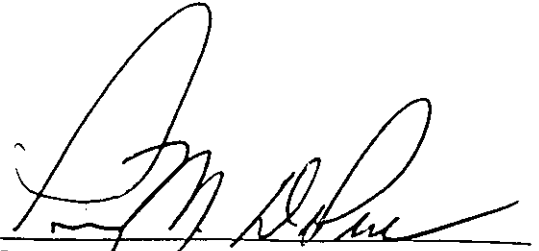
WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

NOW, THEREFORE, BE IT ORDAINED,

1. The Wright's Island Agricultural and Forestal District has been created for a period of eight years beginning the nineteenth Day of October, 1994, and includes the following parcels:

(20-2) (1-28)	Menzel, Gary, Est. & Emil	74.752 ac.
(20-3) (1-1)	Wright's Island Game Association	1,320.480 ac.
(20-3) (1-2)	Menzel, Gary, Est. & Emil	90.000 ac.
(20-3) (1-3)	Emil M. Menzel	4.900 ac.
(20-3) (1-4)	Menzel, Gary, Est.	<u>4.900 ac.</u>
	Total	<u>1,495.032 ac.</u>

2. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Wright's Island Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:
  - a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.
  - b. No land within the Agricultural and Forestal District may be rezoned to any residential, business, or industrial zone.
  - c. No special use permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1 1506 et. seq. which are not in conflict with the policies of this district.



Perry M. DePue  
Chairman, Board of Supervisors

ATTEST:



David B. Norman  
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

afd194.res

ORDINANCE NO. 168A-3

OCT 19 1994

BOARD OF SUPERVISORS  
JAMES CITY COUNTY  
VIRGINIA

CRANSTON'S POND

AGRICULTURAL AND FORESTAL DISTRICT (AFD-6-86)

MARSTON ADDITION

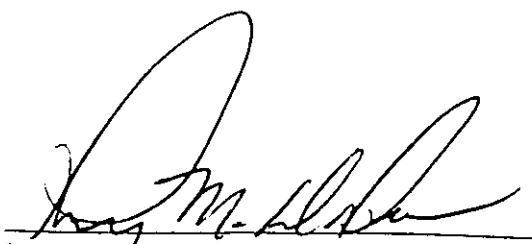
- WHEREAS, an Agricultural and Forestal District has been established in the Cranston's Pond Area; and
- WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertised, and public hearings have been held on the application for an Agricultural and Forestal District in the Cranston's Pond area; and
- WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and
- WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

NOW, THEREFORE, BE IT ORDAINED,

1. The Cranston's Pond Agricultural and Forestal District is hereby amended by the addition of the following parcels:

(22-2)(1-33)	George Marston	12.0 ac.
(22-2)(1-35)	George Marston	1.0 ac.
(22-2)(1-36)	George Marston	2.4 ac.
(22-2)(1-37)	George Marston	<u>16.5 ac.</u>
	Total	<u>31.9 ac.</u>

2. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Cranston's Pond Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:
  - a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.
  - b. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier than six months prior to the expiration of the district.
  - c. No Special Use Permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1-1506 et. seq. which are not in conflict with the policies of this district.



Perry M. DePue  
Chairman, Board of Supervisors

ATTEST:



David B. Norman  
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

marston.res

**APPLICATION FOR THE CREATION OF OR ADDITION TO AGRICULTURAL,  
FORESTAL OR AGRICULTURAL AND FORESTAL DISTRICT**

A copy of this completed form and required maps shall be submitted by the applicant landowners to the local governing body. This form shall be accompanied by United States Geological Survey 7.5 minute topographic maps that clearly show the boundaries of the district or addition and boundaries of the property each applicant owns within the district or addition. A Department of Transportation general highway map for the locality that shows the general location of the district or addition shall also accompany this form.

**SECTION A: TO BE COMPLETED BY APPLICANT**

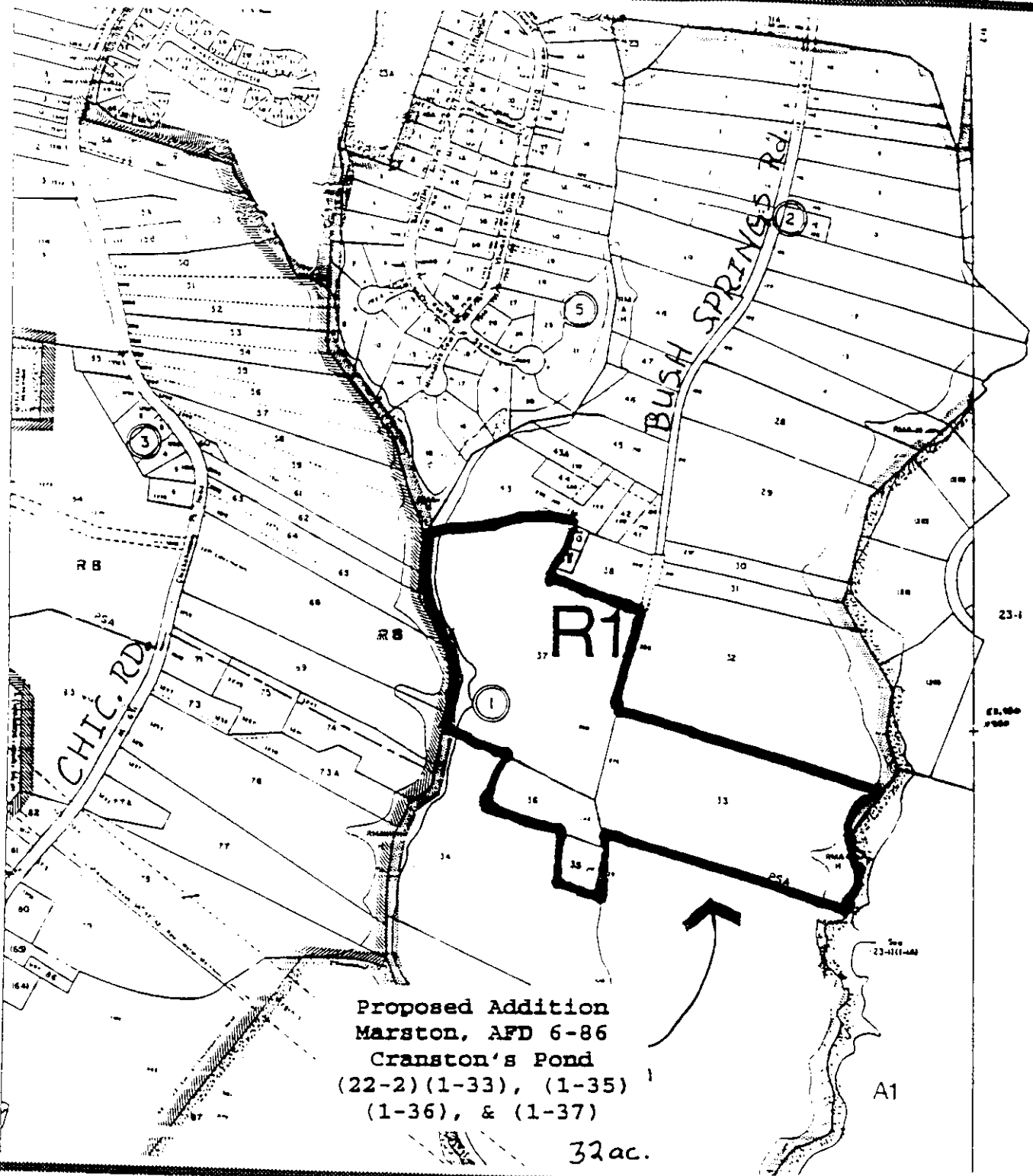
1. General location of the district in James City County Cranston's Mill Road AFD

2. Total acreage in the district or addition 31 ac ±

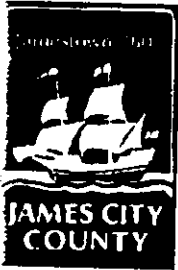
3. Landowners applying for the district:

NAME	SIGNATURE	ADDRESS	(current legal residence)	WITNESS	TOTAL ACREAGE OWNED IN THE DISTRICT OR ADDITION	LAND BOOK REFERENCE NUMBER
George Marston	<i>George Marston</i>	Dakland Farm, Nory, VA	23122		31 ± ac	(22-2)(1-33)
						(1-35)
						(1-36)
						(1-37)

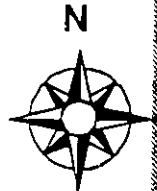




Proposed Addition  
 Marston, AFD 6-86  
 Cranston's Pond  
 (22-2)(1-33), (1-35)  
 (1-36), & (1-37)  
 32 ac.



Case No: AFD 6-86, Cranston's Pond  
 Name : Marston Addition, 32 acres, 4 parcels



PLANNING DIVISION

OCT 19 1994

ORDINANCE NO. 164A-5BOARD OF SUPERVISORS  
JAMES CITY COUNTY  
VIRGINIACROAKER AGRICULTURAL AND FORESTAL DISTRICT (AFD-2-86)

- WHEREAS, James City County, has completed a review of the Croaker Agricultural and Forestal District; and
- WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertised, and public hearings have been held on the continuation of the Croaker Agricultural and Forestal District; and
- WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and
- WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

NOW, THEREFORE, BE IT ORDAINED,

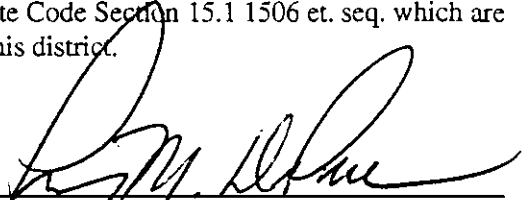
1. The Croaker Agricultural and Forestal District is hereby continued for a period of four years beginning the nineteenth day of October, 1994, in accordance with the provisions of the Virginia Agricultural and Forestal District Act, Virginia Code Section 15.1-1506 et. seq.

2. That the district shall include the following parcels:


(15-3)(1-44)	U.V.B. Citizens & Marine Trust, Hankins Land Trust	119.00 ac.
(14-4)(1-15)	Apperson	76.00 ac.
(15-3)(1-43)	McManus/United Virginia Bank	119.85 ac.
(15-3)(1-42)	McManus/United Virginia Bank	10.10 ac.
(15-3)(1-36)	McManus/United Virginia Bank	40.40 ac.
(15-3)(1-34)	Clara E. Richardson	34.00 ac.
(15-3)(1-2)	Clara E. Richardson	42.76 ac.
(14-4)(1-10)	Carlton A. Pieper	40.00 ac.
(14-4)(1-9)	Robert Solomon	50.00 ac.
(13-2)(1-18)	Wenger Land Trust	95.30 ac.
(14-1)(1-1)	Wenger Land Trust	150.00 ac.
(14-1)(1-14)	Wenger Land Trust	143.50 ac.
(15-3)(1-35)	Ballard	57.00 ac.
(15-3)(1-18)	Atkins	16.42 ac.
(15-3)(1-19)	Atkins	16.42 ac.
(15-3)(1-29)	Atkins	<u>31.86 ac.</u>
	Total	<u>1,042.61 ac.</u>

provided, however, that all land within 25 feet of the road rights-of-way of Croaker Road (Route 607), Riverview Road (Route 606), Fenton Mill Road (Route 602), Ware Creek Road (Route 606), Mount Laurel Road (Route 608), and Moss Side Lane (Route 609) be excluded from the district.

- 3. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Croaker Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:
  - a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.
  - b. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier to six months prior to the expiration of the district.
  - c. No special use permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1 1506 et. seq. which are not in conflict with the policies of this district.

  
 \_\_\_\_\_  
 Perry M. DePue  
 Chairman, Board of Supervisors

ATTEST:

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

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

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

OCT 19 1994

ORDINANCE NO. 165A-3

BOARD OF SUPERVISORS  
JAMES CITY COUNTY  
VIRGINIA

HILL PLEASANT FARM AGRICULTURAL AND FORESTAL DISTRICT (AFD-3-86)

WHEREAS, James City County, has completed a review of the Hill Pleasant Farm Agricultural and Forestal District; and

WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertised, and public hearings have been held on the continuation of the Hill Pleasant Farm Agricultural and Forestal District; and

WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and

WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

NOW, THEREFORE, BE IT ORDAINED,

1. The Hill Pleasant Farm Agricultural and Forestal District is hereby continued for a period of four years beginning the nineteenth day of October, 1994, in accordance with the provisions of the Virginia Agricultural and Forestal District Act, Virginia Code Section 15.1-1506 et. seq.

2. That the district shall include the following parcels:

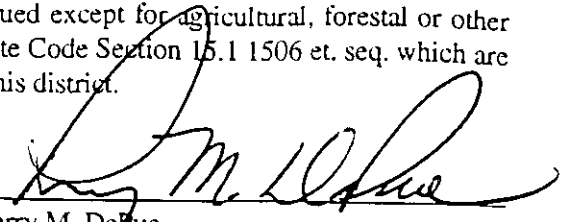
(24-1)(1-5)	H. J. Hunt	397.30 ac.
(24-1)(1-4)	C. E. Stevens	<u>105.04 ac.</u>
	Total	<u>502.34 ac.</u>

provided, however, that all land within 25 feet of the road right-of-way of Rochambeau Drive (Route 755) shall be excluded from the district.


3. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Hill Pleasant Farm Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:

- a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.
- b. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier than six months prior to the expiration of the district.

- c. No Special Use Permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1 1506 et. seq. which are not in conflict with the policies of this district.

  
 Perry M. DePue  
 Chairman, Board of Supervisors

ATTEST:

  
 David B. Norman  
 Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

afd-386.res

ORDINANCE NO. 167A-4

OCT 19 1994

BARNES SWAMPBOARD OF SUPERVISORS  
JAMES CITY COUNTY  
VIRGINIAAGRICULTURAL AND FORESTAL DISTRICT (AFD-5-86)

WHEREAS, James City County, has completed a review of the Barnes Swamp Agricultural and Forestal District; and

WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertised, and public hearings have been held on the continuation of the Barnes Swamp Agricultural and Forestal District; and

WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and

WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

NOW, THEREFORE, BE IT ORDAINED,

1. The Barnes Swamp Agricultural and Forestal District is hereby continued for a period of four years beginning the nineteenth day of October, 1994, in accordance with the provisions of the Virginia Agricultural and Forestal District Act, Virginia Code Section 15.1-1506 et. seq.

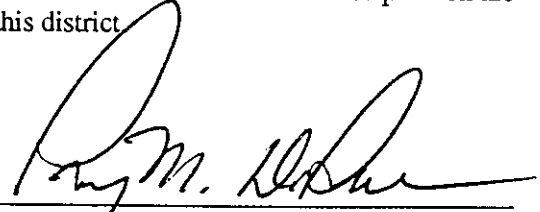
2. That the district shall include the following parcels:

(3-1)(1-1)	Dennis W. & Anna H. Leonituk	128.70 ac.
(3-1)(1-2)	E. C. Stewart	64.00 ac.
(3-1)(1-3)	Katherine Leonituk Hockaday	50.00 ac.
(3-3)(1-3)	E. C. Stewart	70.00 ac.
(3-3)(1-4)	Alvin Beahm	70.00 ac.
(3-3)(1-6)	B. S. Bowmer, Jr.	96.75 ac.
(2-4)(1-12)	Timberlake	62.20 ac.
(2-4)(1-61)	R. E. Mountcastle	58.50 ac.
(10-1)(1-1)	John G. Warburton	78.00 ac.
(3-2)(1-1)	Harwood Living Trust	43.53 ac.
(3-2)(1-2)	Zuzma	32.03 ac.
(3-2)(1-3)	Henry B. Johnson	19.08 ac.
(3-2)(1-3A)	Henry B. Johnson	93.99 ac.
(3-2)(1-4)	Robert Michael Dzula	28.08 ac.
(4-1)(1-5)	John Richardson	42.00 ac.
(4-1)(1-6)	John Richardson	10.00 ac.
(4-1)(1-8)	J. B. Cowles, Sr.	79.12 ac.
(4-2)(1-8)	C.T. Hazelwood, Howell P. Hazelwood, Jr.	249.88 ac.
(4-2)(1-14)	Edith Hazelwood	99.40 ac.
(4-3)(1-15)	Florence S. Carter	22.00 ac.
(4-3)(1-16)	W. A. Slater	52.00 ac.

(4-3)(1-17)	R. M. Hazelwood, Jr.	184.30 ac.
(9-2)(1-1)	J. W. Woodward	114.00 ac.
(2-4)(1-29)	Penland	<u>55.90 ac.</u>
	Total	<u>1,803.46 ac.</u>

provided, however, that all land within 25 feet of the road rights-of-way of Racefield Drive (Route 622), Stewarts Road (Route 621), Richmond Road (Route 60), Old Stage Road (Route 30), Richardson Road (Route 705), Holly Forks Road (Route 601), Fire Tower Road (Route 634), and Interstate 64 shall be excluded from the district.

3. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Barnes Swamp Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:
  - a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.
  - b. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier than six months prior to the expiration of the district.
  - c. No Special Use Permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1 1506 et. seq. which are not in conflict with the policies of this district.



Perry M. DePue  
Chairman, Board of Supervisors

ATTEST:



David B. Norman  
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

CRANSTON'S POND

AGRICULTURAL AND FORESTAL DISTRICT (AFD-6-86)

WHEREAS, James City County, has completed a review of the Cranston's Pond Agricultural and Forestal District; and

WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertised, and public hearings have been held on the continuation of the Cranston's Pond Agricultural and Forestal District; and

WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and

WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

NOW, THEREFORE, BE IT ORDAINED,

1. The Cranston's Pond Agricultural and Forestal District is hereby continued for a period of four years beginning the nineteenth day of October, 1994, in accordance with the provisions of the Virginia Agricultural and Forestal District Act, Virginia Code Section 15.1-1506 et. seq.

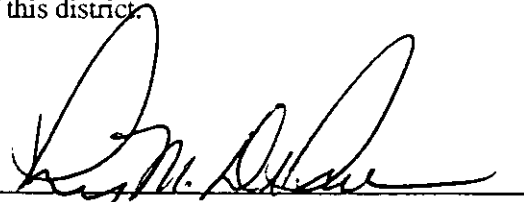
2. That the district shall include the following parcels:

(23-3)(1-1)	Hidden Acres Farm	416.50 ac.
(22-3)(1-26)	Geddy	167.50 ac.
(22-3)(1-33)	Constanzo	23.00 ac.
(22-4)(1-1A)	English	101.67 ac.
(22-2)(1-87)	Harcum	62.80 ac.
(22-2)(1-89)	Carneal, Smith & Marston	40.00 ac.
(22-2)(1-34)	Carneal, Smith & Marston	14.00 ac.
(31-2)(1-3)	Ripley	20.00 ac.
(21-4)(1-39)	Constanzo	6.50 ac.
(21-4)(1-46)	Hornsby	205.00 ac.
(21-4)(1-37)	Chieftans Inv. Co.	26.45 ac.
(22-2)(1-33)	George Marston	12.00 ac.
(22-2)(1-35)	George Marston	1.00 ac.
(22-2)(1-36)	George Marston	2.40 ac.
(22-2)(1-37)	George Marston	<u>16.50 ac.</u>
	Total	<u>1,125.32 ac.</u>



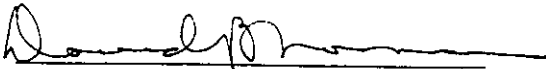
provided, however, that all land within 50 feet of the road rights-of-way of Chickahominy Road (Route 631) and Centerville Road (Route 614) shall be excluded from the district.

- 3. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Cranston's Pond Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:
  - a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.
  - b. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier than six months prior to the expiration of the district.
  - c. No Special Use Permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1 1506 et. seq. which are not in conflict with the policies of this district.



Perry M. DePue  
Chairman, Board of Supervisors

ATTEST:



David B. Norman  
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

OCT 19 1994

ORDINANCE NO. 169A-4BOARD OF SUPERVISORS  
JAMES CITY COUNTY  
VIRGINIAMILL CREEK AGRICULTURAL AND FORESTAL DISTRICT (AFD-7-86)

WHEREAS, James City County, has completed a review of the Mill Creek Agricultural and Forestal District; and

WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertised, and public hearings have been held on the continuation of the Mill Creek Agricultural and Forestal District; and

WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and

WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

NOW, THEREFORE, BE IT ORDAINED,

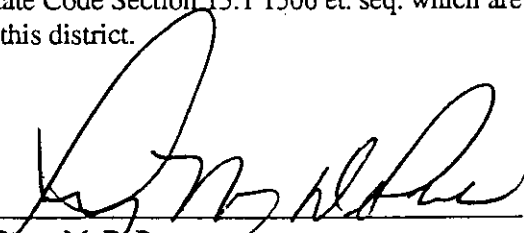
1. The Mill Creek Agricultural and Forestal District is hereby continued for a period of four years beginning the nineteenth day of October, 1994, in accordance with the provisions of the Virginia Agricultural and Forestal District Act, Virginia Code Section 15.1-1506 et. seq.
2. That the district shall include the following parcels:

(19-2)(1-5)	William A. Thompson	24.75 ac.
(20-2)(1-6)	Linda B. Cowles	386.00 ac.
(20-2)(1-3)	E. W. Cowles	106.25 ac.
(20-2)(1-1)	Barbour	8.79 ac.
(21-1)(1-5)	James G. Crow	46.01 ac.
(20-1)(1-1)	J. B. Cowles, Sr.	400.00 ac.
(11-3)(1-28)	Steve L. Massie	94.32 ac.
(11-3)(1-28A)	Steve L. Massie	32.61 ac.
(11-4)(1-6)	Kraph	4.84 ac.
(11-4)(1-2)	Joseph M. Cottrell	298.50 ac.
(10-4)(1-5)	Linda B. Cowles	250.00 ac.
(10-4)(1-6)	Linda B. Cowles	124.77 ac.
(10-4)(1-3)	C. C. Cowles, Sr.	103.26 ac.
(10-1)(1-38)	R. T. Armistead	50.00 ac.
(10-3)(1-19)	Roxie Price Sheldon	97.59 ac.
(10-2)(1-17)	W. A. Slater	245.50 ac.
(10-1)(1-28)	Albert T. Slater	79.83 ac.
(10-1)(1-7)	McRae O. Selph	50.00 ac.
(11-4)(1-5)	Marshall	80.50 ac.
(20-2)(1-2)	Martha Ware	57.75 ac.
(9-2)(1-36)	Jackson H. Darst, Jr.	41.23 ac.


(10-3)(1-3)	W. A. Slater	42.00 ac.
(20-2)(1-5)	Caroline Dozier	186.75 ac.
(20-2)(1-7)	Caroline Dozier	16.50 ac.
(20-2)(1-8)	Caroline Dozier	12.00 ac.
(10-3)(1-13)	Maynard	<u>33.62 ac.</u>
Total		<u>2,873.41 ac.</u>

provided, however, that all land within 25 feet of the road rights-of-way of Forge Road (Route 610), Little Creek Dam Road (Route 631), Menzel's Road (Route 659), North Riverside Drive (Route 715), Diascund Road (Route 603) and Richmond Road (Route 60) shall be excluded from the district.

3. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Mill Creek Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:
  - a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.
  - b. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier than six months prior to the expiration of the district.
  - c. No Special Use Permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1 1506 et. seq. which are not in conflict with the policies of this district.

  
 \_\_\_\_\_  
 Perry M. DePue  
 Chairman, Board of Supervisors

ATTEST:

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

SUPERVISOR	VOTE
MAGOON	AYE
EDWARDS	AYE
TAYLOR	AYE
SISK	AYE
DEPUE	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

OCT 19 1994

ORDINANCE NO. 174A-3

BOARD OF SUPERVISORS  
JAMES CITY COUNTY

CASEY AGRICULTURAL AND FORESTAL DISTRICT (AFD-8-86) VIRGINIA

- WHEREAS, James City County, has completed a review of the Casey Agricultural and Forestal District; and
- WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertised, and public hearings have been held on the continuation of the Casey Agricultural and Forestal District; and
- WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and
- WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

NOW, THEREFORE, BE IT ORDAINED,

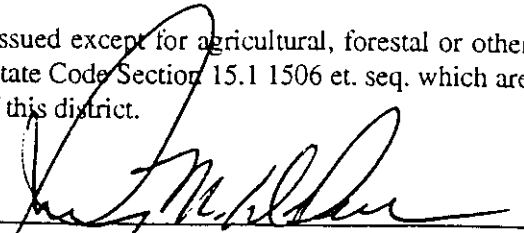
1. The Casey Agricultural and Forestal District is hereby continued for a period of four years beginning the nineteenth day of October, 1994, in accordance with the provisions of the Virginia Agricultural and Forestal District Act, Virginia Code Section 15.1-1506 et. seq.
2. That the district shall include the following parcels:

(37-1)(1-2)	Wilford Family Trust	45.00 ac.
(37-1)(1-1)	Wilford Family Trust	32.12 ac.
(37-2)(1-1)	Charles C. New	45.00 ac.
(38-3)(1-1)	Peggy W. Zuzma & Wm. Baskett Trustee	44.67 ac.
(37-3)(1-4)	J.G. Warburton	165.58 ac.
(38-4)(1-1)	Robert T. & Calvin L. Casey (part)	249.63 ac.
(38-4)(1-7)	R. T. & C. L. & C. B. Casey (part)	275.71 ac.
(47-2)(1-1)	J. G. Warburton	31.47 ac.
(38-3)(1-18)	Sasha L. & Mary K. Knott Digges	<u>45.45 ac.</u>
	Total	<u>934.63 ac.</u>


provided, however, that all land within 25 feet of the road rights-of-way of Strawberry Plains Road (Route 616), and News Road (Route 613) shall be excluded from the district and all land within the proposed rights-of-way of Route 199, the extension of Monticello Avenue (Route 321), and the potential realignment of Ironbound Road shall be excluded from the district.

3. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Casey Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:

- a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.
- b. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier than six months prior to the expiration of the district.
- c. No Special Use Permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1 1506 et. seq. which are not in conflict with the policies of this district.

  
 \_\_\_\_\_  
 Perry M. DePue  
 Chairman, Board of Supervisors

ATTEST:

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

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

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

afd886.res

ORDINANCE NO. 170A-5

OCT 19 1994

BOARD OF SUPERVISORS  
JAMES CITY COUNTY  
VIRGINIAGORDON CREEKAGRICULTURAL AND FORESTAL DISTRICT (AFD-9-86)

- WHEREAS, James City County, has completed a review of the Gordon Creek Agricultural and Forestal District; and
- WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertised, and public hearings have been held on the continuation of the Gordon Creek Agricultural and Forestal District; and
- WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and
- WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

## NOW, THEREFORE, BE IT ORDAINED:

1. The Gordon Creek Agricultural and Forestal District is hereby continued for a period of four years beginning the nineteenth day of October, 1994, in accordance with the provisions of the Virginia Agricultural and Forestal District Act, Virginia Code Section 15.1-1506 et. seq.

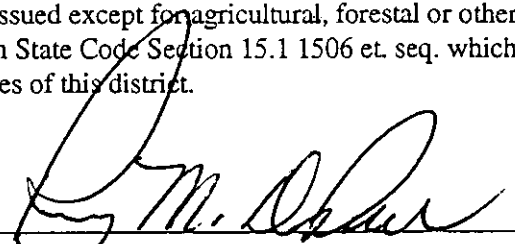
2. That the district shall include the following parcels:

(35-2)(1-16)	Robert T. Armistead Trustee	369.00 ac.
(36-3)(1-1)	Robert T. Armistead	163.88 ac.
(30-3)(1-4)	Rosa Armistead, Est.	23.00 ac.
(35-4)(1-1)	John G. Warburton, Est.	394.50 ac.
(35-2)(1-1)	Carolyn B. Warburton, Est.	86.64 ac.
(34-3)(1-1)	J. W. and Lula Minor, Est. and Nancy Shelby	58.00 ac.
(34-2)(1-2)	Linwood and Lula Minor, et. als.	256.00 ac.
(36-3)(1-3)	John G. Warburton, Est.	264.00 ac.
(36-1)(1-3)	Jane T. Carsewell	44.00 ac.
(36-1)(1-6)	Thomas L. and Victoria R Hitchens	35.00 ac.
(36-2)(1-40)	Alma Walls Thompson	143.25 ac.
(36-2)(1-1)	Fred M. Jones	175.50 ac.
(36-2)(1-1B)	Gordon Creek Landing	25.27 ac.
(36-2)(1-2)	Charles G. and June J. Kagey	50.40 ac.
(36-2)(1-3)	Charles G. and June J. Kagey	25.20 ac.
(43-2)(1-1)	Eugene Hofmeyer	124.10 ac.
(36-4)(1-7)	J. C. Richardson, et als.	116.94 ac.
(36-4)(1-8)	J. C. Richardson, et als.	38.00 ac.
(30-3)(1-3)	J. C. Richardson, et als.	33.00 ac.
(36-1)(1-4)	John G. Warburton	40.00 ac.
(44-1)(1-1)	Powhatan Association	387.42 ac.


(35-3)(1-1)	Powhatan Hunt Club	241.68 ac.
(36-2)(1-18)	Richardson	95.53 ac.
(35-4)(1-9)	John C. and Carol Jamison	57.60 ac.
(34-2)(1-1)	Linda Gordon	35.30 ac.
(44-1)(1-2)	Maloney, Smith, Hawkins	<u>26.00 ac.</u>
	Total	<u>3,309.21 ac.</u>

provided, however, that all land within 25 feet of the road rights-of-way of News Road (Route 613), Centerville Road (Route 614), and John Tyler Highway (Route 5) shall be excluded from the district.

3. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Gordon Creek Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:
  - a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.
  - b. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier than six months prior to the expiration of the district.
  - c. No Special Use Permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1 1506 et. seq. which are not in conflict with the policies of this district.

  
 Perry M. DePue  
 Chairman, Board of Supervisors

ATTEST:

  
 David B. Norman  
 Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

OCT 19 1994

ORDINANCE NO. 171A-2

BOARD OF SUPERVISORS  
JAMES CITY COUNTY  
VIRGINIA

CHRISTENSON'S CORNER

AGRICULTURAL AND FORESTAL DISTRICT (AFD-10-86)

- WHEREAS, James City County, has completed a review of the Christenson's Corner Agricultural and Forestal District; and
- WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertized, and public hearings have been held on the continuation of the Christenson's Corner Agricultural and Forestal District; and
- WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and
- WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

NOW, THEREFORE, BE IT ORDAINED:

1. The Christenson's Corner Agricultural and Forestal District is hereby continued for a period of four years beginning the nineteenth day of October, 1994, in accordance with the provisions of the Virginia Agricultural and Forestal District Act, Virginia Code Section 15.1-1506 et. seq.

2. That the district shall include the following parcels:

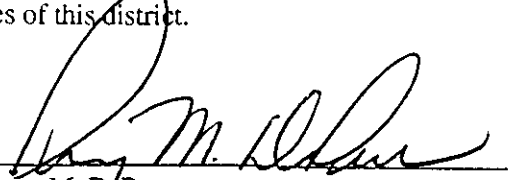
(16-4)(1-3)	B. F., S. W. and D. R. Steiffen	402.90 ac.
(16-3)(1-1)	C. M. Chandler	8.01 ac.
(15-4)(1-11)	C. M. Chandler	151.25 ac.
(16-3)(1-10)	C. M. Chandler	<u>6.00 ac.</u>
Total		<u>568.16 ac.</u>

provided, however, that all land within 25 feet of the road rights-of-way of Newman Road (Route 646) and Riverview Road (Route 606) shall be excluded from the district.

3. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Christenson's Corner Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:
  - a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.

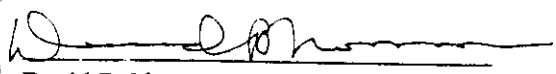


- b. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier than six months prior to the expiration of the district.
- c. No Special Use Permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1 1506 et. seq. which are not in conflict with the policies of this district.



Perry M. DePue  
 Chairman, Board of Supervisors

ATTEST:



David B. Norman  
 Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

OCT 19 1994

ORDINANCE NO. 172A-2

BOARD OF SUPERVISORS  
JAMES CITY COUNTY  
VIRGINIA

YARMOUTH ISLAND

AGRICULTURAL AND FORESTAL DISTRICT (AFD-11-86)

WHEREAS, James City County, has completed a review of the Yarmouth Island Agricultural and Forestal District; and

WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertised, and public hearings have been held on the continuation of the Yarmouth Island Agricultural and Forestal District; and

WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and

WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

1. The Yarmouth Island Agricultural and Forestal District is hereby continued for a period of four years beginning the nineteenth day of October, 1994, in accordance with the provisions of the Virginia Agricultural and Forestal District Act, Virginia Code Section 15.1-1506 et. seq.

2. That the district shall include the following parcels:

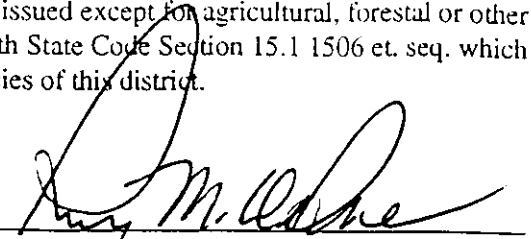
(29-3)(1-5)	J. C. Richardson	172.84 ac.
(29-3)(1-2)	J. C. Richardson	68.50 ac.
(28-4)(1-5)	J. C. Richardson	968.50 ac.
(29-2)(1-1)	J. C. Richardson	123.00 ac.
(29-4)(1-1)	John G. Warburton	37.75 ac.
(30-1)(1-7)	David W. Ware	26.00 ac.
(30-3)(1-1)	David W. Ware	26.00 ac.
(29-4)(1-2)	Clyde Van Calhoun, Jr.	<u>38.38 ac.</u>
	Total	<u>1,460.97 ac.</u>

provided, however, that all land within 25 feet of the road right-of-way of Jolly Pond Road (Route 611) shall be excluded from the district.

3. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Yarmouth Island Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:

a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.

- b. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier than six months prior to the expiration of the district.
- c. No Special Use Permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1 1506 et. seq. which are not in conflict with the policies of this district.



Perry M. DePue  
Chairman, Board of Supervisors

ATTEST:



David B. Norman  
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

afd11-86.res

OCT 19 1994

ORDINANCE NO. 173A-5

BOARD OF SUPERVISORS  
JAMES CITY COUNTY  
VIRGINIA

GOSPEL SPREADING CHURCH FARM

AGRICULTURAL AND FORESTAL DISTRICT (AFD-12-86)

WHEREAS, James City County, has completed a review of the Gospel Spreading Church Farm Agricultural and Forestal District; and

WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertised, and public hearings have been held on the continuation of the Gospel Spreading Church Farm Agricultural and Forestal District; and

WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and

WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

NOW, THEREFORE, BE IT ORDAINED:

1. The Gospel Spreading Church Farm Agricultural and Forestal District is hereby continued for a period of four years beginning the nineteenth day of October, 1994, in accordance with the provisions of the Virginia Agricultural and Forestal District Act, Virginia Code Section 15.1-1506 et. seq.

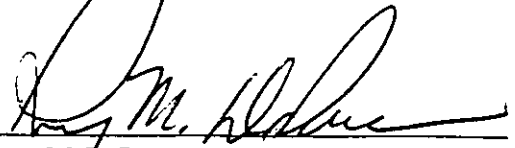
2. That the district shall include the following parcels:

(48-3)(1-35)	National Memorial for Progress of Colored People	504.47 ac.
(56-2)(1-1)	Gospel Spreading Church	458.80 ac.
(47-4)(1-33)	Dr. Stanley H. and Marvis Powell	26.46 ac.
(47-4)(1-37)	Floyd P. Carmines	27.95 ac.
(47-4)(1-11)	Lyman R. and Dorothy Hall	18.00 ac.
(47-4)(1-13)	Dorothy Hall	41.00 ac.
(48-3)(1-39)	Thomas M. Mikula	14.42 ac.
(48-3)(1-40)	Thomas M. Mikula	<u>8.55 ac.</u>
Total		<u>1,099.65 ac.</u>

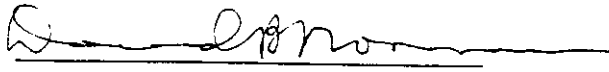
provided, however, that all land within 25 feet of the right-of-way of Treasure Island Road (Route 617), Lake Powell Road (Routes 617 & 618), Neck-O-Land Road (Route 682) and Jamestown Road (Route 31) shall be excluded from the district.

3. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Gospel Spreading Church Farm Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:

- a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.
- b. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier than six months prior to the expiration of the district.
- c. No Special Use Permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1 1506 et. seq. which are not in conflict with the policies of this district.

  
 \_\_\_\_\_  
 Perry M. DePue  
 Chairman, Board of Supervisors

ATTEST:

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

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

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

OCT 19 1994

ORDINANCE NO. 173A-6

BOARD OF SUPERVISORS  
JAMES CITY COUNTY  
VIRGINIA

GOSPEL SPREADING CHURCH FARM (GILLEY ADDITION)

AGRICULTURAL AND FORESTAL DISTRICT (AFD-13-86)

WHEREAS, James City County, has completed a review of the Gospel Spreading Church Farm (Gilley Addition) Agricultural and Forestal District; and

WHEREAS, in accordance with Section 15.1-1511(F) of the Code of Virginia, property owners have been notified, public notices have been filed, public hearings have been advertised, and public hearings have been held on the continuation of the Gospel Spreading Church Farm (Gilley Addition) Agricultural and Forestal District; and

WHEREAS, the Agricultural and Forestal Districts Advisory Committee at its meeting on September 14, 1994, unanimously recommended approval of the application; and

WHEREAS, the Planning Commission following its public hearing on October 11, 1994, recommended approval of the application.

NOW, THEREFORE, BE IT ORDAINED:

1. The Gospel Spreading Church Farm (Gilley Addition) Agricultural and Forestal District is hereby continued for a period of four years beginning the nineteenth day of October, 1994, in accordance with the provisions of the Virginia Agricultural and Forestal District Act, Virginia Code Section 15.1-1506 et. seq.

2. That the district shall include the following parcels:


(47-4)(1-42A)	JoAnn H. and R. E. Gilley	18.020 ac.
(47-4)(1-40)(part)	JoAnn H. Gilley	45.730 ac.
(47-4)(1-41)(part)	JoAnn H. Gilley	108.545 ac.
(47-3)(1-67)	John R. Helen J. Rees	25.000 ac.
(47-3)(1-66)	John R. and Helen J. Rees	<u>83.700 ac.</u>
	Total	<u>280.995 ac.</u>

provided, however, that all land within 25 feet of the right-of-way of Neck-O-Land Road (Route 682) shall be excluded from the district.

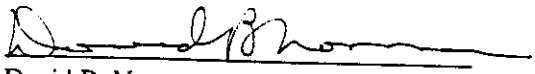
3. That pursuant to the Virginia Code, Section 15.1-1512, as amended, the Board of Supervisors requires that no parcel in the Gospel Spreading Church Farm (Gilley Addition) Agricultural and Forestal District be developed to a more intensive use without prior approval of the Board of Supervisors. Specifically, the following restrictions shall apply:

a. The subdivision of land is to be limited to parcels of 25 acres or more, except where the Board of Supervisors authorizes smaller lots to be created for residential use by members of the owner's immediate family.

- b. No land within the Agricultural and Forestal District may be rezoned and no application for such rezoning shall be filed earlier than six months prior to the expiration of the district.
- c. No Special Use Permit shall be issued except for agricultural, forestal or other activities and uses consistent with State Code Section 15.1 1506 et. seq. which are not in conflict with the policies of this district.

  
 \_\_\_\_\_  
 Perry M. DePue  
 Chairman, Board of Supervisors

ATTEST:

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

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

Adopted by the Board of Supervisors of James City County, Virginia, this 19th day of October, 1994.

afd13-86.res

**CONTRACT FOR SALE OF REAL ESTATE,  
CANCELING AND VOIDING LEASE AND ENTERING NEW LEASE**

THIS CONTRACT is made as of September 1, 1994, between WM&CM, INC., a Virginia corporation, whose address is c/o William Mershon, P.O. Box 188, Williamsburg, Virginia 23187, owner of record of the Property sold herein (the "Seller"), and JAMES CITY COUNTY, VIRGINIA, a political subdivision, whose address is c/o Frank M. Morton, III, County Attorney, 101-C Mounts Bay Road, Williamsburg, Virginia 23187-3627, (the "Purchaser") and Y.Y.P. CORPORATION, c/o Michael Soberick, attorney at law, Dusewicz and Soberick, P.C., P.O. Box 388, Gloucester Point, Virginia 23062, (the "Tenant").

1. **REAL PROPERTY.** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon and appurtenances thereto located in the County of James City, Virginia, and described as follows:

Legal Description:

5535 Centerville Road

Tax Map Parcel \_\_\_\_\_



2. **PERSONAL PROPERTY.** The following personal property is included in this sale:

None.

3. **PURCHASE PRICE.** The purchase price of the Property is Two Hundred Twenty Thousand Dollars (\$220,000), which shall be paid to Seller as follows:

**\$ 1,000**      **DEPOSIT:** See paragraph four (4).

**\$219,000**      **BALANCE OF THE PURCHASE PRICE:** To be paid by Purchaser at settlement.

**\$220,000**      **TOTAL PURCHASE PRICE**

4. **DEPOSIT:**

(a) Purchaser has made a deposit with Wilson F. Skinner, Jr., attorney at law (the "Escrow Agent") of One Thousand Dollars (\$1,000), receipt of which is hereby acknowledged. The deposit shall be held in escrow by the Escrow Agent until settlement and then applied to the Purchase Price.

(b) The Escrow Agent shall hold the Deposit in Escrow until (i) all parties to the transaction have agreed in writing to the disposition thereof, or (ii) a court of competent jurisdiction orders disbursement, or (iii) the Escrow Agent can pay the funds to the party who is entitled to receive them in accordance with the explicit terms of this Contract. In the latter event, prior to disbursement, the Escrow Agent shall give written notice to the party not to be paid, by either (i) hand delivery receipted for the addressee, or (ii) by regular and certified mail, that this payment will be made unless a written protest from that party is received by the Escrow Agent within (30) days of the delivery or mailing, as appropriate, of the notice, in which event the deposit will be held in accordance with Paragraph A, Standard Provisions.

5. **SETTLEMENT AND POSSESSION.** Settlement shall be made at the offices of Francis A. Cherry, Jr., attorney at law, on September 30, 1994. ("Settlement"). Possession shall be given at Settlement, unless otherwise agreed in writing by the parties.

6. **UNDERGROUND TANKS.** The property is currently being used for a service station/convenience store. Seller represents that there are three 8,000-gallon underground storage tanks on the property. Seller further represents that to the best of his knowledge and belief these tanks have not ruptured and do not leak. Purchaser has retained an environmental engineering firm to make tests for the presence of gasoline or petroleum vapors and Purchaser is satisfied with the result of such tests.

7. **ANNULMENT, CANCELLATION AND VOIDING OF EXISTING LEASE.** Prior to this contract and lease the premises were subject to a lease from WM&CM, Inc., landlord, successor to M&N Company to Y.Y.P. Corporation, said lease having been assigned to Y.Y.P. Corporation by Kinley Enterprises, Inc., said lease dated August 1, 1978, originally executed by and between M&N Company and Little Sue Food Stores, a copy of which is attached hereto as "Exhibit B". It is agreed by all parties that as of September 30, 1994, such lease is null and void and that tenant accepts the payments to be made to it under this contract and the new lease made under this contract as full, fair and adequate consideration for all its rights under the lease, including but not limited to, its right of first refusal and all of its rights under Virginia law and tenant waives, gives up and abandons all claims for compensation of any kind whatsoever, including but not limited to, compensation from Landlord under the terms of the lease and compensation from Purchaser for just compensation or relocation assistance under Virginia condemnation law.
8. **CONDEMNATION.** It is understood by the parties that this is a sale in lieu of condemnation. Should condemnation proceedings be necessary due to a failure of the condition set forth in Paragraph 13, or for any other reason, this contract and all negotiations leading to this contract shall not be admissible as evidence at trial. Furthermore, Purchaser shall not be bound by the offer to purchase the property for \$220,000 but may offer evidence of lesser value and Seller may offer evidence of greater value. Furthermore, should condemnation proceedings be instituted, the right of the Tenant shall be dealt with in accordance with Title 25, Code of Virginia (1950), as amended, and the controlling case law in Virginia dealing with a Tenant's rights in condemnation, and it is understood that Purchaser, in such event, shall revoke any offer of compensation which may have been made directly to Tenant.
9. **NEW LEASE.**

AGREEMENT OF LEASE, made September 1, 1994, between JAMES CITY COUNTY, VIRGINIA and Y.Y.P. CORPORATION, a Virginia corporation.

In consideration of the rent hereinafter reserved and the covenants herein contained, the Purchaser and the Tenant agree as follows:

A. **The Premises.** The Purchaser hereby leases to the Tenant, and the Tenant hereby rents from the Purchaser, upon and subject to the terms and conditions set forth herein, a certain parcel of land located in James City County containing approximately one (1) acre, as more particularly described in Exhibit C attached hereto, together with all improvements thereon and appurtenances thereto (said property being herein called the "Leased Premises").

B. **Term.**

The term of this lease shall be for a period of one year from October 1, 1994. To terminate the lease on such date Purchaser shall give

tenant written notice of said termination 90 days prior thereto. No notice to terminate shall be given by the Purchaser until Purchaser is ready to ~~raise~~<sup>raise</sup> the building. If no such termination notice be given, this lease shall continue beyond October 1, 1995 on a month to month basis under the same terms and conditions except under the month to month rental the following two terms and conditions of the original lease shall not be applicable: (1) that Purchaser shall give Tenant written notice of said termination 90-days prior thereto; and (2) that no notice to terminate shall be given by Purchaser until Purchaser is ready to ~~raise~~<sup>raise</sup> the building. Tenant may terminate the lease at any time during the term upon ten days written notice to Purchaser.

C. Rent.

- (1) The rent is payable by the Tenant to the Purchaser during the original term as follows:  
\$6,000.00 per annum.
- (2) All rent payable hereunder shall be paid in advance in equal monthly installments of \$500.00 per month on the first day of each calendar month during the original term.

D. Surrender of Premises; Right to Remove Pumps. Upon the termination of this lease as provided herein, the Tenant shall surrender the Leased Premises, with all improvements thereon and appurtenances thereto, clean and in as good condition as the Leased Premises are at the commencement date, ordinary wear and tear and unavoidable casualty excepted. Upon the termination of the lease, Tenant shall have the right, within one week of the effective date of the termination, to remove the gasoline pumps in a reasonable, safe manner, without damaging the real property, and leaving same in safe condition. Once so removed said pumps shall become the property of the Tenant.

E. Net Lease. It is the intent of the Purchaser and the Tenant that this lease shall be absolutely net to the Purchaser so that this lease shall yield net to the Purchaser the annual rent specified in Paragraph B hereof during the term. The Tenant shall promptly pay and indemnify and hold the Purchaser harmless from any and all costs, expenses and obligations of every kind whatsoever relating to or arising from the Leased Premises during the term. Although this lease is a net lease it is understood that Tenant will not be responsible for real estate taxes.

F. Utilities. The Tenant shall promptly pay all charges for utilities used or consumed by the Tenant in the Leased Premises during the term.

G. Indemnity and Insurance. The Purchaser shall not be responsible for and the Tenant shall indemnify and hold the Purchaser harmless from and defend Purchaser from any and all claims for bodily or personal injury or property damage arising, directly or indirectly from any occurrence on the Leased Premises. The Tenant shall, at its sole expense, carry and maintain in full force and effect for the benefit of

the Purchaser and the Tenant, each of whom shall be named as co-insured as their interests may appear, (i) fire insurance with an extended coverage endorsement in an amount equal to the full insurable value of all buildings and improvements used by the Tenant for the conduct of its business on the Leased Premises and all of the fixtures, machines and other contents in said buildings and (ii) public liability insurance with minimum limits of \$300,000 for bodily or personal injuries or death to any one person, \$500,000 for bodily or personal injuries or death to more than one person and \$25,000 for property damage. The Tenant shall upon the execution of this lease and annually thereafter furnish the Purchaser with a certificate or memorandum of policies certifying the foregoing insurance is in full force and effect. Any insurance policy obtained by the Tenant with respect to the Leased Premises shall either name the Purchaser as a co-insured or contain a waiver of subrogation rider.

- H. Repairs. The Tenant shall, at its sole expense, take good care of the Leased Premises and shall keep and maintain the same in good working order and condition and make all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, and foreseen and unforeseen, in a good workmanlike manner. The Purchaser shall not be required to furnish any services or facilities or make any repairs or alterations in or to the Leased Premises. Notwithstanding the foregoing Tenant reserves the right not to make the repairs and to cancel the lease, upon ten days notice to Purchaser, and to vacate the premises.
- I. Use of Premises. The Tenant shall use the Leased Premises for the lawful operation of its business.
- J. Prohibition Against Assignment and Sublettings and Unlawful Uses. The Tenant shall not assign this lease or sublet the Leased Premises, or any part thereof, without the approval of the Purchaser. Tenant shall comply with all applicable laws and regulations pertaining to use of the premises and Tenant shall not allow unlawful activity to be conducted on the premises.
- K. Alterations by Tenant. The Tenant, at its expense, may make such repairs, improvements, changes and alterations in and to the Leased Premises as it shall deem necessary or desirable for its use and occupancy of the Leased Premises so long as it does not impair the structural integrity of the improvements on the Leased Premises.

- L. Removal of Trade Fixtures and Proposal for Building Removal. All furniture, furnishings, trade fixtures, stock, machinery, equipment and other personal property owned and located or installed by the Tenant on or in the Leased Premises, whether or not attached to the Leased Premises, prior to the commencement of or during the term shall remain the property of the Tenant and shall be removable from time to time and on or after the termination of this lease. Exhibit \_\_\_\_ attached to and made a part hereof is a complete list of all such property presently located on the premises. At the termination of the lease, Purchaser, prior to removal of the building, shall give Tenant the opportunity to make a written proposal for removal of the building. Such proposal shall be made within one week of lease termination.
- M. Right of Entry. The Purchaser or his authorized representatives shall have the right to enter the Leased Premises at reasonable times to inspect the Leased Premises and for any other lawful purpose.
- N. Damage or Destruction.
- (1) If the improvements on the Leased Premises are destroyed or damaged in whole or in part by fire or other casualty, this lease shall terminate unless, under the conditions set forth in Paragraph N(2) the Tenant, at his sole expense, chooses to make the necessary repairs. If this lease is so terminated, the Tenant shall thereupon be released from any further liability hereunder. Should Tenant choose to repair the property, Tenant shall continue to pay rent as provided in Paragraph C above.
  - (2) All insurance proceeds (herein called "Proceeds") received by the Purchaser or the Tenant, or both of them, on account of or as a result of the destruction of or damage to the improvements on the Leased Premises shall be paid to Purchaser and shall belong to Purchaser. If the aforesaid loss should be less than 5% of the insurable value of the improvements and if it is feasible for the repairs to be made within three weeks from the time of the loss, and if more than three months remains on the term of the lease, Purchaser shall be obligated to pay such proceeds as are necessary to cover the cost of repairs to Tenant should Tenant elect to repair the damage under Paragraph N(1) above.
  - (3) All insurance proceeds received by the Purchaser or the Tenant, or both of them, on account of or as a result of the destruction of or damage to the furnishings, trade fixtures, stock, machinery, equipment or other personal property owned and located or

installed by the tenant on or in such improvements whether or not attached to the improvements or for the loss of interruption of the Tenant's business shall be paid and belong to the Tenant.

O. Condemnation.

- (1) If any portion of or the entire Leased Premises shall be taken by condemnation or right of eminent domain, by any condemning authority other than James City County, Virginia, this lease shall terminate as of the date of such taking and the Tenant shall thereupon be released from any further liability hereunder.
- (2) Out of award for any taking of the Purchaser's interest in the Leased Premises, in condemnation proceedings, or by right of eminent domain, the Purchaser shall be entitled to receive and retain the amounts awarded for the land, improvements and damages to the residue. The Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings, because of the taking of its trade furniture or fixtures and its leasehold improvements.

P. Quiet Enjoyment. The Purchaser represents, warrants and covenants to the Tenant that he has the right, power and authority to enter into and perform this lease and has obtained all consents necessary for him to enter into this lease. The Tenant shall at all times quietly have and enjoy the Leased Premises without hindrance or interference by the Purchaser or anyone claiming by, through or under the Purchaser.

Q. Default. Upon the failure to pay, when due, any installment of rent within fifteen (15) days after written notice thereof from the Purchaser to the Tenant, or upon the Tenant's failure to observe, perform or comply with any other obligation of the Tenant hereunder within thirty (30) days after written notice thereof from the Purchaser to the Tenant, the Purchaser may, at its election, terminate this lease and declare the total rent for the unexpired portion of the then existing term immediately due and payable. In addition to the foregoing remedies, the Purchaser shall have the right to re-enter and take possession of the Leased Premises, with or without process of law, to distrain for any rent due hereunder, or to institute such other proceedings as the Purchaser may deem appropriate, provided, however, that if the Purchaser regains possession of the Leased Premises, the Purchaser shall use all reasonable efforts to re-rent the Leased Premises upon the most favorable terms and conditions so as to minimize the damages, if any, recoverable from the Tenant. The Tenant shall reimburse the Purchaser for all expenditures incurred by

the Purchaser in enforcing the provisions of this lease, including reasonable attorney's fees. The Purchaser's remedies shall be cumulative, and no remedy provided for herein shall be deemed to exclude any other remedy allowed by law. Failure of the Purchaser on any occasion to insist on the strict observance by the Tenant of any of the provisions of this lease shall not constitute a waiver of any of the Tenant's obligations hereunder.

- R. No Agent's Commissions. The Purchaser and the Tenant each represents and warrants to the other that all negotiations relating to this lease and to the tenancy hereunder have been carried on by them directly, without the intervention of any person or agent.
  - S. Notices. All notices, demands, offers and requests hereunder shall be in writing and shall be deemed given as of the date mailed and shall be sent by certified mail, postage prepaid and return receipt requested addressed to the Tenant in care of its attorney, Michael Soberick, Dusewicz and Soberick, P.C., P.O. Box 388, Gloucester, Virginia 23062, and to the Purchaser, care of Frank M. Morton, III, County Attorney, 101-C Mounts Bay Road, Williamsburg, Virginia 23187-3627. Any party may designate a new or other address by notice pursuant to this paragraph.
  - T. Successors and Assigns. This lease shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
  - U. Entire Understanding. This lease contains the entire understanding between the Purchaser and the Tenant and shall be modified only by a written instrument executed by all of the parties.
  - V. Construction. This lease is executed and delivered in the Commonwealth of Virginia and shall be construed in accordance with the laws of such state.
  - W. Headings. The underlined headings provided herein are for convenience only and shall not affect the interpretation of this lease.
  - X. Counterparts. This lease is executed in one or more counterparts, each of which shall be deemed an original.
10. PAYMENT OUT OF SALES PROCEEDS FROM SELLER TO TENANT. Seller agrees to pay \$10,000 to Tenant out of the sales proceeds, and further agrees that such sum shall be disbursed directly to Tenant by the closing attorney.

- 11. **PAYMENT TO TENANT BY PURCHASER.** Purchaser agrees to pay \$10,000 to Tenant at closing.
- 12. **APPROVAL OF BOARD SUPERVISORS.** This Contract and the New Lease set forth in Paragraph 9 are subject to and strictly conditional upon formal approval and acceptance by the Board of Supervisors of James City County. If such approval and acceptance has not been secured by September 30, 1994 then this Contract and New Lease shall be void and the deposit shall be returned to the Purchaser by the escrow agent.
- 13. **STANDARD PROVISIONS ON THE ATTACHED PAGES.** All of the Standard Provisions in Exhibit A are incorporated by reference and shall apply to this Contract except the following lettered Standard Provisions are hereby deleted:  
None

Seller accepts this Contract at 8:30 PM (time),  
9-20-94, 1994.

WITNESS the following signatures and seals as of the date first above written.

**SELLER: WM&CM, INC.**

By: William J. Merbo  
President

**PURCHASER: JAMES CITY COUNTY, VIRGINIA**

By: Perry M. DePue  
Perry M. DePue, Chairman  
Board of Supervisors

ATTEST:

David B. Norman  
David B. Norman, Clerk  
Board of Supervisors

**TENANT: Y.Y.P. CORPORATION**

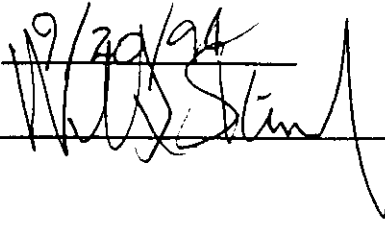
By: Novato  
President



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I hereby acknowledge receipt of the Deposit herein.  Check  Cash  Note

Date 9/20/94



\_\_\_\_\_

## EXHIBIT A

## STANDARD PROVISIONS

- A. **EARNEST MONEY.** In the event this Contract is terminated as provided herein, or in the event of a breach of this Contract by Seller, the earnest money shall be returned to Purchaser, but such return shall not affect any other remedies available to Purchaser for Seller's breach. In the event Purchaser breaches this Contract, the earnest money shall be paid to Seller, but such payment shall not preclude any other remedies available to Seller for such breach.
- B. **EXPENSES AND PRORATIONS.** Seller agrees to pay the expense of preparing the deed, certificates for non-foreign status and Form 1099-S and fees, if any, of Seller's attorney. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this purchase, including, without limitation, title examination, insurance premiums, survey costs, recording costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes and, assessments, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all fuel oil remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow deposits made by Seller which are credited to Purchaser by the holders thereof. Purchaser shall pay the Grantor's tax if any be due.
- C. **TITLE.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by deed of general warranty containing English covenants of title, free of all liens, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect Purchaser's use of the Property. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph.
- D. **RISK OF LOSS.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance any condemnation awards and pay over to Purchaser any sums received as a result of such loss or damages.

- E. **AFFIDAVITS AND CERTIFICATES.** Seller shall deliver to Purchaser an affidavit on a form acceptable to Purchaser's lender, if applicable, signed by the Seller, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property or, if labor or materials have been furnished during the statutory period, that the costs thereof have been paid. Seller shall also deliver to Purchaser the certificates required by Section 1445 (FIRPTA) and 6045 (Form 1099-S) of the Internal Revenue Code.
- F. **MECHANIC'S LIEN NOTIFICATION.** Virginia law (Va. Code Ann. § 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**
- G. **TITLE INSURANCE NOTIFICATION.** The Purchaser may wish at Purchaser's cost to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to closing and which, though not recorded at the time of recordation of the Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the property. The coverage afforded by such title insurance will be governed by the terms and conditions thereof, and the dollar amount of the cost of obtaining such title insurance coverage.
- H. **ASSIGNABILITY.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.
- I. **MISCELLANEOUS.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns; that its provisions shall be merged into the deed delivered at Settlement and shall not survive Settlement and that, unless amended in writing by Seller and Purchaser, this Contract contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained; and that it shall be construed under the laws of the Commonwealth of Virginia.

