

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 5TH DAY OF JUNE, NINETEEN HUNDRED NINETY-FIVE, AT 7:05 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. PRESENTATIONS

1. Employee and Volunteer Citizen Recognition Awards

Mr. DePue read nominations and presented plaques to employees, Terri Salnoske and Jean Kuo; to volunteers, Bill Borchardt, Fred Dolan, Betty Dye and St. Martin's Youth Outreach Committee; and, in absentia to employee Diana Smith and volunteer Richard Duncan.

C. MINUTES - May 15, 1995 - Regular Meeting
May 18, 1995 - Work Session

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

Mr. Edwards made a motion to approve the minutes.

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

D. CONSENT CALENDAR

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

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

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

1. Dedication of Streets Peleg's Point, Section 1

RESOLUTION

DEDICATION OF STREETS IN PELEG'S POINT, SECTION 1

WHEREAS, the streets described on the attached Additions Form SR-5(A), fully incorporated herein by reference, are shown on plats recorded in the Clerk's Office of the Circuit Court of James City County; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board the streets meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation; and

WHEREAS, the County and the Virginia Department of Transportation have entered into an agreement on November 1, 1993, for comprehensive stormwater detention which applies to this request for addition.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisor of James City County, Virginia, hereby requests the Virginia Department of Transportation to add the streets described on the attached Additions Form SR-5(A) to the secondary system of State highways, pursuant to §33.1-229, Code of Virginia, and the Department's Subdivision Street Requirements.

BE IT FURTHER RESOLVED, this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

2. Donation of Mid-County Park Press Boxes

RESOLUTION

MID-COUNTY PARK PRESS BOX DONATION

WHEREAS, the Henderson Incorporated General Contractors provided the labor for the completion of permanent press boxes on both fields at Mid-County Park; and

WHEREAS, these contributions not only enhance the quality of the Park, but also represent cost savings of approximately \$11,000 to the County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby accepts the donation of labor for the construction of two press boxes at Mid-County Park from Henderson Incorporated General Contractors.

3. Mutual Aid Agreement Radiological Emergencies

RESOLUTION

MUTUAL AID AGREEMENT FOR RADIOLOGICAL EMERGENCIES

- WHEREAS, Virginia law encourages State agencies and local governments to cooperate in providing mutual assistance in preparing for, managing, and handling emergencies or disasters arising from a radiation accident; and
- WHEREAS, cooperation between State agencies and local government will enhance preparedness and assist in handling a radiation emergency or accident; and
- WHEREAS, it is beneficial to James City County to participate in a mutual aid agreement for radiological emergencies.
- NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator execute agreements with State agencies and other localities for mutual aid and cooperation in handling radiological emergencies.

E. PUBLIC HEARINGS

1. Case No. SUP-17-94. Bright Horizons Learning Center

Mr. Matthew W. Maxwell, Planner, stated that Ms. Karen Martin had applied for a special use permit to allow construction of a 2,500-square foot infant/toddler center adjacent to the existing Bright Horizons Learning Center, located at 4300 John Tyler Highway, zoned R-8, Rural Residential, further identified as Parcel No. (1-35) on James City County Real Estate Tax Map No. (46-2).

Mr. Maxwell further stated that Virginia Department of Transportation (VDOT) stated the proposed new building warranted the need for a left-turn lane on Route 5, but since traffic volume was at borderline level and the proximity of the bridge over Powhatan Creek on Route 5 would increase construction cost of a left-turn lane, VDOT would require signage designating left-turn movements, but would not require a left-turn lane.

Staff determined that the proposal was generally consistent with the Comprehensive Plan and surrounding development.

In concurrence with staff, the Planning Commission recommended approval of the resolution with conditions listed in the resolution.

Mr. DePue opened the public hearing.

1. Mr. Wesley Dollins, 603 Gatlin Point, Smithfield, representative for Ms. Karen Martin, fully agreed with staff's recommendation and stated the facility would fill a need in the community.

Mr. DePue closed the public hearing.

Mr. Sisk made a motion to approve the resolution.

After a brief discussion, the Board agreed to a deferral until June 19, 1995, Board of Supervisors' meeting to allow time to respond to questions about VDOT's setting a standard by warranting but not requiring a left-turn lane.

2. Case No. SUP-14-95. Virginia Peninsula Regional Jail Communication Tower

Mr. Gary Pleskac, Planner, stated that James City County had applied on behalf of the Virginia Peninsula Regional Jail Authority for a special use permit to construct a 150-foot tall communication tower at the proposed jail to be located off Route 143 across from Branscome Concrete Plant, zoned R-8, Rural Residential, further identified as Parcel No. (1-1) on James City County Real Estate Tax Map No. (60-1).

In concurrence with staff, the Planning Commission unanimously recommended approval of the special use permit with conditions listed in the resolution.

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

Mr. Sisk made a motion to approve the resolution.

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

RESOLUTION

CASE NO. SUP-14-95 VIRGINIA PENINSULA REGIONAL JAIL COMMUNICATION TOWER

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

WHEREAS, the Planning Commission of James City County, voted unanimously to recommend approval of Case No. SUP-14-95 to permit the construction of a 150-foot tall communication tower at the proposed regional jail in the R-8, Rural Residential District, on property identified as Parcel No. (1-1) on James City County Real Estate Tax Map No. (60-1).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the issuance of SUP-14-95, subject to conditions listed below, to allow construction of a 150-foot tall communication tower:

1. The operation of the communication tower shall not interfere with operation of the County's communication system. The applicant shall be responsible for assuring that the signal(s) for this equipment shall not interfere with the County's radio communication system. Upon notice from the County that interference is being received, the applicant shall terminate such interference immediately.
2. If construction of the tower has not begun within 24 months of the date of issuance of this permit, the permit shall become void.
3. Prior to the placement of additional equipment on the tower the applicant shall submit to the Director of Code Compliance a certification from a professional engineer, licensed by the Commonwealth of Virginia which indicates that the tower can safely support the loads caused by the placement of additional equipment on the tower. The applicant shall secure all necessary permits prior to altering, constructing, or modifying any portion of the tower.

4. The applicant shall secure all required permits and approval from State and Federal agencies and shall submit copies to the Director of Code Compliance prior to construction of the tower.
5. The tower shall not exceed 150 feet above grade.
6. The tower shall be painted a light gray or other neutral color as approved by the Director of Planning.
7. A landscaping and screening plan shall be prepared and implemented that screens the view of the tower base, electronic cabinets and chain link fence enclosure.
8. Lights on the tower shall be approved by the Director of Planning.

3. Case No. SUP-17-95. Hampton Roads Sanitation District Ron Springs Drive Influent Force Main

Mr. Pleskac stated that Mr. Ross Schlobohm had applied for the Hampton Roads Sanitation District to construct approximately 3,900 feet of 36-inch influent main force, area zoned R-2, General Residential, and R-8, Rural Residential, further identified as Parcel No. (1-2) on James City County Real Estate Tax Map No. (58-2) and Parcel Nos. (1-28) and (1-30) on James City County Real Estate Tax Map No. (59-1).

Mr. Pleskac stated that the development was consistent with surrounding zoning.

In concurrence with staff, the Planning Commission unanimously recommended approval of the special use permit with conditions listed in the resolution.

Mr. DePue opened the public hearing.

1. Mr. Ross Scholbohm stated he was available for questions.

Mr. DePue closed the public hearing.

Mr. Sisk made a motion to approve the resolution.

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

RESOLUTION

SUP-17-95. HRSD RON SPRINGS DRIVE INFLUENT FORCE MAIN

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

WHEREAS, the Planning Commission of James City County, following its public hearing on May 9, 1995, voted unanimously to recommend approval of Case No. SUP-17-95, to permit the construction of an influent force main by the Hampton Roads Sanitation District (HRSD) in the location of Ron Springs Drive as generally shown on the conceptual plan submitted with this application, dated April 3, 1995, and further identified as Parcel No. (1-2) on James City County Real Estate Tax Map No. (58-2), and Parcel Nos. (1-28) & (1-30) on James City County Real Estate Tax Map No. (59-1).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the issuance of Special Use Permit No. SUP-17-95 as described herein with the following conditions:

1. If construction has not commenced on the project within eighteen (18) months from the issuance of the special use permit, it shall become void. During this eighteen (18) month period, permits pertaining to the construction shall be secured, all easements shall be secured and clearing and grading of the Property shall have commenced.
2. The applicant shall plant evergreen, creeping foliage along the entire length of the proposed security fence as shown on the construction plans within 6 months after the installation of the security fence as approved by the Director of Planning. The use of barbed wire shall be prohibited on the proposed fence. The height of the security fence shall not exceed 6 feet.
3. Additional landscape buffering shall be installed at the southeast portion of the HRSD entrance gate on Ron Springs Drive. This landscaping shall be approved by the Director of Planning and shown on the project site plan.
4. To the extent possible along the entire route of the proposed forced main, HRSD shall generally follow the proposed corridor, proposed construction easements and permanent easements as shown on the construction plan. Any deviations shall be approved by the Director of Planning. HRSD shall install the force main, and to the extent possible, minimize the removal and clearing of existing, mature trees, as defined in the County Zoning Ordinance. HRSD shall clearly show on the site plan any existing, mature trees it proposes to remove to install the proposed force main.

4. Transfer of 2.736 Acres + to Sleepy Hollow Corporation of Toano

Mr. Frank M. Morton, III, County Attorney, stated that the Board authorized acquisition of 17.36± acres from Sleepy Hollow Corporation of Toano. He explained that the Option Agreement relating to the purchase contained a provision that permitted the seller to effect an exchange or deferred exchange of property in accordance with IRS Code § 1031 and allowed the sellers to acquire another like parcel and offset for tax purposes the cost of the acquired property against the proceeds received for the property sold.

Staff recommended approval of the resolution.

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

Mr. Edwards made a motion to approve the resolution.

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

RESOLUTION

CONVEYANCE OF 2.736 ACRES ± TAX MAP NO. (30-2)(1-6) TO

SLEEPY HOLLOW CORPORATION OF TOANO

WHEREAS, the Board of Supervisors deems it in the best interests of the County to convey 2.736 acres ± of property to the Sleepy Hollow Corporation of Toano.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that it hereby authorizes and directs the Chairman to execute the deed conveying 2.736 acres ± to the Sleepy Hollow Corporation of Toano.

5. Case Nos. Z-5-95 and SUP-10-95. Hampton Roads Sanitation District Peninsula Composting Facility

Mr. Mark J. Bittner, Planner, stated that Mr. Vernon Geddy, III, had applied on behalf of Greenmount Associates, L.L.C., to rezone from M-2, General Industrial, to M-2, with proffers, and for a special use permit to allow the manufacture of fertilizer by the operation of a bio-solids (sewage sludge) composting facility, located approximately one mile south of Pocahontas Trail (Route 60 East) in the Skiffe's Creek area of James City County, further identified as Parcel No. (1-47) on James City County Real Estate Tax Map No. (59-2).

Staff determined that the proposal was in substantial conformance with policies and strategies of the Comprehensive Plan.

In concurrence with staff, the Planning Commission unanimously recommended approval of voluntary proffers and conditions listed in the resolutions.

Mr. DePue opened the public hearing.

1. Mr. Vernon Geddy, III, Esq., requested deferral of the cases to allow additional discussion of issues.

Mr. Geddy introduced Mr. Stanley Barr, Chairman of Hampton Roads Sanitation District Commission. Mr. Barr explained the selection of the James City County site, the need for acreage for future growth, and asked for regional cooperation by James City County as HRSD had contributed in the past in response to James City County growth.

Mr. Geddy highlighted benefits of the facility: 1) County revenues increased by value of surrounding land; and, 2) increased chances of bringing jobs and economic development into the County; no problem with odor concerns; stated the facility equipment maintenance effectiveness would not decrease with age; noted that there would be no adverse environmental concerns with toxins, residue or discharge; and, road infrastructure would become link to future Route 60.

Discussion by the Board and applicant followed regarding other considered sites, reason for amount of acreage, success and failure of other bio-solid plants in the United States, and effect on adjacent property owners.

2. Mr. Thomas K. Norment, Jr., Esq., representative for Greenmount Properties, stated that the composting facility was wholeheartedly endorsed by Greenmount Properties and asked the Board to vote favorably for the cases.

3. Mr. Ed Oyer, 139 Indian Circle, spoke in opposition to the composting facility stating that it would create another odor producing problem for Roberts District.

Without Board objection, Mr. DePue continued the public hearing and deferred the case until the July 17, 1995, Board of Supervisors' meeting.

The Board discussed plans to tour the Montgomery County Regional Composting Facility, Silver Spring, Maryland prior to July 17, 1995, and directed staff to resume working with consultant on HRSD issues.

F. BOARD CONSIDERATIONS**1. Lake Powell Spillway Bridge (Deferred from 5/15/95)**

Mr. John T. P. Horne, Manager of Development Management, stated that staff proposed to redesign the proposed bridge foundations using a nonstandard surface pad, and would bring the revised project budget back to the Board once the redesign was completed.

Mr. DePue recognized citizens in the audience who wished to comment.

1. Mr. R. E. Gilley, 227 Gatehouse Boulevard, spoke in opposition to the County's building a bridge over Lake Powell dam while safety of the dam was unknown.

2. Mr. William Matthews, 2148 Lake Powell Road, stated that an 8-foot wide bridge for pedestrians was not needed.

3. Mr. Peter Vanderkaay, 101 The Colony, spoke in support of the footbridge over the spillway and appreciated Board and staff efforts in finding a solution to access problems.

Mr. Magoon noted a meeting was held in the neighborhood and citizens in attendance expressed support for the pedestrian bridge.

Mr. DePue asked staff to compare cost of a 4-foot or 6-foot bridge with the bid for an 8-foot bridge.

Without objection, Mr. DePue asked staff to move forward with bid for redesign of bridge using non-standard surface pad.

2. Comprehensive Plan Review Methodology and Timeline

Mr. Donald E. Davis, Principal Planner, introduced Mr. Matthew Maxwell, who stated that the Comprehensive Plan Review was proposed to begin July 1995 with draft Plan being given to the Planning Commission prior to June 1996. He further stated that the format and process would be similar to that used in the 1991 Update.

Staff proposed designation of a Community Participation Team (CPT) comprised of three Planning Commission members and seven members from the community at large to develop, encourage, facilitate, and report citizen participation, and a Steering Committee (SC) comprised of four members of the Planning Commission and one member of the Community Participation Team to review issues and technical data, offer strategies and policies for the future, and make a recommendation to the Planning Commission.

Staff recommended approval of the resolution.

The Board discussed changing the timeline to schedule meetings in November 1995 rather than September 1995; identifying community-wide areas of interest; and, considering what a scientific survey would involve.

Mr. Edwards made a motion to approve the resolution and to change the timeline by two months; identify areas of community-wide interest; and, review question of having a survey of opinion done for the Comprehensive Plan Review.

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

RESOLUTION

COMPREHENSIVE PLAN REVIEW METHODOLOGY AND TIMELINE

- WHEREAS, the current James City County Comprehensive Plan was formally adopted by the Board of Supervisors in June of 1991; and
- WHEREAS, the Planning Division seeks to conduct a 5 year review and update to the 1991 Comprehensive Plan; and
- WHEREAS, the Planning Division staff has developed a Methodology and Timeline to help guide the citizens, staff, Planning Commission, and the Board of Supervisors through the one year update process; and
- WHEREAS, the Planning Commission unanimously recommended approval of the 1996 Comprehensive Plan Review Methodology and Timeline.
- NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, approves the 1996 Comprehensive Plan Review Methodology and Timeline.

3. Proposed Policy on Publicly Funded Development Incentives and Intra-Regional Competition

Mr. Sanford B. Wanner, Assistant County Administrator, stated that the Hampton Roads Mayors and Chairs Caucus had asked that each member jurisdiction consider and approve a policy to recognize that the various municipalities of a region, while involved in competition for economic development, also share a mutual interest in managing that competition in ways that foster the region's growth without unfairly affecting the economic interests of each other, their taxpayers, or the competitors of parties favored by the use of publicly funded incentives.

Staff recommended approval of the resolution and endorsement of the policy.

Mr. DePue made a motion to approve the resolution.

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

RESOLUTION

POLICY ON PUBLICLY FUNDED DEVELOPMENT INCENTIVES

AND INTRA-REGIONAL COMPETITION

- WHEREAS, the Hampton Roads Mayors and Chairs Caucus of the Hampton Roads Planning District Commission has proposed a regional Policy on Publicly Funded Development Incentives and Intra-Regional Competition; and
- WHEREAS, the Region's economic development professionals did, on April 12, 1995, consider, revise, and endorse said Policy; and
- WHEREAS, the Caucus has asked the governing bodies of each city and county in the Hampton Roads region to consider and take action on said Policy.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby endorses the Policy on Publicly Funded Development Incentives and Intra-Regional Competition.

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County hereby agrees to use said Policy as a guideline when it is in the best interests of the County and the Region to do so.

4. Route 610 (Forge Road)

Mr. Horne stated that Virginia Department of Transportation (VDOT) had instituted a new requirement relating to secondary road construction projects, that of the locality's endorsing the construction of a specific project after VDOT's location and design public hearing process.

Mr. Taylor made a motion to approve the resolution.

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

RESOLUTION

ROUTE 610 (FORGE ROAD)

WHEREAS, a Public Hearing was conducted on January 10, 1995, in James City County by representatives of the Commonwealth of Virginia, Department of Transportation after due and proper notice for the purpose of considering the proposed location and design of Route 610 Forge Road from 0.1 miles west of the intersection of Route 60, to 0.51 mile east of the intersection of Route 603 in James City County, State Project 0610-047-148, M-501 at which hearing drawings and other pertinent information were made available for public inspection in accordance with State and Federal requirements; and

WHEREAS, all persons and parties in attendance were given a full opportunity to participate in said public hearing; and

WHEREAS, representatives of James City County were present and participated in said hearing; and

WHEREAS, the County Board of Supervisors had previously requested the Virginia Department of Transportation to program this project.

NOW THEREFORE BE IT FURTHER RESOLVED that the Board of Supervisors of James City County, Virginia, having considered all such matters, continues to support the construction of this project.

5. Pay Study

Ms. Carol M. Luckam, Manager of Human Resource, stated that the adoption of the Pay Study was deferred at the May 1, 1995, Board of Supervisors' meeting for further research and deliberation to address concerns that top pay ranges not be as competitive in the labor market as lower ranges.

Staff recommended approval of the resolution.

Mr. Edwards made a motion to approve the resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby endorses the Policy on Publicly Funded Development Incentives and Intra-Regional Competition.

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County hereby agrees to use said Policy as a guideline when it is in the best interests of the County and the Region to do so.

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Mr. Taylor made a motion to approve the resolution.

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

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Staff recommended approval of the resolution.

Mr. Edwards made a motion to approve the resolution.

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes the transfer of \$55,414 for FY 97 and \$10,545 for FY 98 from the FY 96 Operating Contingency to a special Pay Study account. That account shall have a continuing appropriation to implement the pay plan in those two fiscal years and the appropriation shall continue to August 1, 1997, then shall expire.

G. PUBLIC COMMENT

1. Mr. Glenn Cornelisse, 250 Nina Lane, expressed dissatisfaction with past decisions made by staff.
2. Ms. Linda Tiexeira, 904 Wood Duck Commons, commented on the pay study outcome, and vehemently urged the Board to take appropriate action and govern the County.

H. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Norman recommended that the Board go into executive session pursuant to Sections 2.1-344 (A) (1) of the Code of Virginia to consider three personnel matters, including appointment of individuals to County boards and/or commissions and Section 2.1-344 (A) (7) to consult with legal and staff members on a specific legal matter.

I. BOARD REQUESTS AND DIRECTIVES

Mr. Magoon stated that the meetings during the past week concerning the courthouse site were most productive and informative.

Mr. DePue asked that staff re-examine special use permit for land clearing operations.

Mr. DePue made a motion to convene into executive session as recommended by the County Administrator, at 9:55 p.m.

Mr. DePue reconvened the Board into open session at 11:01 p.m.

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

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

RESOLUTION

MEETING DATE: JUNE 5, 1995

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. DePue made a motion to reappoint Jon A. Nystrom to a 4-year term on the Industrial Development Authority, term expiring July 8, 1999; to reappoint Nancy Archibald to a 4-year term on the Williamsburg Regional Library Board, term expiring June 30, 1999; and, to appoint Loretta Hannum to the Thomas Nelson Community College Board for a 4-year term, term expiring July 1, 1999.

Mr. DePue made a motion to recess until 4:00 p.m., Wednesday, June 14, 1995, for an executive session to discuss a personnel matter, evaluation, in Building C Board Conference Room.

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

The Board recessed at 11:22 p.m.



David B. Norman
Clerk to the Board

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RADIOLOGICAL EMERGENCY PREPAREDNESS
MUTUAL ASSISTANCE AGREEMENT

THE RADIOLOGICAL EMERGENCY PREPAREDNESS (REP) MUTUAL ASSISTANCE AGREEMENT, (hereinafter "agreement") is made by and among the CITIES OF HAMPTON, NEWPORT NEWS, POQUOSON, WILLIAMSBURG, COUNTIES OF CHARLES CITY, CAROLINE, HANOVER, ISLE OF WIGHT, JAMES CITY, LOUISA, NEW KENT, ORANGE, SPOTSYLVANIA, SURRY AND YORK (hereinafter "participating jurisdictions") and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF EMERGENCY SERVICES and will be implemented upon the approval of the said jurisdictions. This agreement shall be effective upon the signatures of two or more parties.

It is mutually agreed as follows:

ARTICLE I - PURPOSE

A. The participating jurisdictions are the primary risk and host political subdivisions which comprise the emergency planning zones (EPZ) and environs of the North Anna and Surry Nuclear Power Facilities.

B. The purpose of this agreement is to provide for mutual assistance between the participating jurisdictions in managing or providing operational support in any emergency or disaster arising from a radiation accident or other radiological emergency caused by or involving the North Anna and Surry Nuclear Power Facilities. This agreement is not a contract and relates solely to coordination among the signatory jurisdictions of the subject matters of mutual responsibility or concern as addressed herein. It does not create obligations or establish rights not otherwise provided by law and specifically creates no third party beneficiaries.

C. This agreement also provides for mutual cooperation in emergency-related exercises, testing, and other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by the participating jurisdictions.

ARTICLE II - GENERAL IMPLEMENTATION

A. Each participating jurisdiction recognizes that radiological emergencies transcend jurisdictional boundaries and that inter-governmental coordination is essential in managing these emergencies. Each participating jurisdiction further recognizes that responsibility for the initial response rests with the individual jurisdiction. When the magnitude of the incident exceeds the capability of any one jurisdiction to respond effectively, then that jurisdiction may request assistance under the provisions of this agreement.

B. The prompt, full, and effective utilization of resources of the participating jurisdictions, including any resources on hand or available from the federal government or any other source, that are essential to the safety,

care, and welfare of the people in the event of any emergency declared by a local government or the Commonwealth of Virginia, shall be the underlying principle on which all provisions of this agreement shall be understood.

C. On behalf of the chief executive officer of each participating jurisdiction, the local governmental official who is assigned responsibility for emergency management will be responsible for formulation of the appropriate inter-governmental mutual aid plans and procedures necessary to implement this agreement.

D. This agreement will be administered by the Department of Emergency Services, Radiological Emergency Response Planning (RERP) Branch. This agreement may be modified by unanimous approval of the parties hereto. Modifications will be considered annually and should be submitted to the Department of Emergency Services, RERP Branch by January 15 of each year. Participating jurisdictions will be requested to make decisions on proposed modifications by March 1 of the same year.

E. Disputes between participating jurisdictions as to matters arising within the content of this agreement should be resolved at the lowest possible level. Such resolution should start with jurisdiction-to-jurisdiction discussion. The Department of Emergency Services, RERP Branch Manager will serve as dispute resolution manager unless that agency is a party to the dispute, in which case a dispute resolution manager will be chosen by the participating jurisdictions. The dispute resolution manager is not intended to have authority to act in a capacity other than as a non-binding ombudsman in dispute resolution.

ARTICLE III - RESPONSIBILITIES

A. The Department of Emergency Services, Radiological Emergency Response Planning (RERP) Branch will review each participating jurisdiction's radiological emergency response plans and develop a plan for inter-jurisdictional management and provision of assistance consistent with those plans. The RERP Branch Chief who also serves as the REP Program Manager may, at his discretion, include in the planning process agencies of the Commonwealth of Virginia or local governments with emergency response capabilities to augment and support the political subdivisions who are parties to this agreement. Furthermore, procedures will be developed to use assets and resources, fill identified gaps and to resolve any identified inconsistencies or overlaps in existing emergency response plans.

B. Each participating jurisdiction will formulate procedural plans and programs for inter-jurisdictional cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, each participating jurisdiction, insofar as practical, will:

1. Complete a resource needs assessment to anticipate resources that may be requested during a radiological incident within that jurisdiction. This assessment should include personnel and their skills, knowledge and abilities.

2. Inventory and set procedures for the inter-jurisdictional loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness.

3. Plan to send human resources as self-sufficient units if the need is for an extended period of time or if the distance between the jurisdictions is greater than 50 miles. Plan staffing to include 12 hour shift changes.

4. Provide, to the extent authorized by law, for temporary suspension of any ordinances that restrict the implementation of the provisions of this agreement.

C. When notified of an incident at the ALERT, SITE AREA, GENERAL EMERGENCY stage at either power facility, the Department of Emergency Services-Virginia Emergency Operations Center (VEOC) will notify jurisdictions in the unaffected Emergency Planning Zone by telephone, FAX, Virginia Criminal Information Network (VCIN) or other best available means. Furthermore, the unaffected jurisdictions will be requested to put their emergency management organization on stand-by until such time as the Department of Emergency Services notifies unaffected jurisdictions that the incident has de-escalated and to stand-down.

D. The Emergency Management Coordinator of a participating jurisdiction may request assistance of another participating jurisdiction through the Virginia Emergency Operations Center (VEOC) or Regional Coordinator(s) of the Department of Emergency Services. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 90 days of the verbal request. Requests should provide the following information:

1. A description of the emergency management function for which assistance is needed, such as, but not limited to, emergency management administrative support (Coordinator and/or Deputy Coordinator), public information, fire services, radiological monitors, law enforcement, emergency medical services, transportation, communications, damage assessment, mass care, resource support and health and medical services. Local governments may also request assistance for emergencies requiring the capabilities of the VDES Division of Technological Hazards, Regional Hazardous Materials Officers (HMOs) or Hazardous Materials Regional Response Teams through the RERP Branch Chief or Regional Coordinator.

2. The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time that they will be needed.

3. The specific place and time for staging of the assisting party's response and a point of contact at that location.

E. There will be frequent consultation between the Department of Emergency Services, RERP Branch and participating jurisdictions with free exchange of information, plans, and resource records relating to emergency capabilities.

ARTICLE IV - LIMITATIONS

Any participating jurisdiction requested to render mutual aid or who exercises or trains for the benefit of mutual aid will take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood the jurisdictions rendering aid may withhold resources to the extent necessary to provide reasonable protection for such jurisdiction. Each participating jurisdiction will afford to the emergency forces of any other participating jurisdiction, while operating within its boundaries under the terms and conditions of this agreement, the same powers, duties, rights and privileges, as are afforded forces of the jurisdiction in which they are performing emergency services. Emergency forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the jurisdiction receiving assistance. These conditions may be activated, as needed, only subsequent to a declaration of a state of emergency by the Governor or by the local government that is to receive assistance or upon commencement of exercises or training for mutual aid and shall continue so long as the exercises or training for mutual aid are in progress, the state of emergency remains in effect, or loaned resources remain in the receiving jurisdictions, whichever is longer.

ARTICLE V - LICENSES AND PERMITS

To the extent authorized by law, whenever any person holds a license, certificate, or other permit issued by the Commonwealth of Virginia evidencing the meeting of qualifications for professional, mechanical, or other skills, such person may be permitted by a receiving jurisdiction to render aid involving such skill to meet an emergency or disaster situation. Response team personnel holding appropriate and applicable certifications issued under the authority of a state agency outside the Commonwealth will be acceptable under the terms of the Emergency Management Assistance Compact, Title 44-146.28:1 of the Code of Virginia.

ARTICLE VI - SUPPLEMENTARY AGREEMENTS

Nothing herein contained shall preclude any jurisdiction from entering into supplementary agreements with another jurisdiction or jurisdictions or affect any other agreements already in force between jurisdictions. Supplementary agreements may include, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, police, public utilities, reconnaissance, welfare, transportation and communications personnel, and equipment and supplies.

ARTICLE VII - COMPENSATION

To the extent authorized by law, each participating jurisdiction shall provide for the payment of compensation and death benefits to its injured members of the emergency forces in case such members sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction. Each participating jurisdiction providing assistance will compensate its employees according to its policy at the time of the incident. The costs will be reflected in a final report requesting reimbursement from the receiving jurisdiction.

ARTICLE VIII - REIMBURSEMENT

To the extent authorized by law, each participating jurisdiction rendering aid in another jurisdiction pursuant to this agreement shall be reimbursed by the participating jurisdiction receiving such aid for any loss or damage to or expense incurred in, the operation of any equipment answering a request for aid and for the costs incurred in connection with such requests; provided, that any aiding participating jurisdiction may assume in whole or in part such loss, damage, expense, or other costs, or may loan such equipment or donate such services to the receiving jurisdiction without charge or cost; and provided further, that any two or more participating jurisdictions may enter into supplementary agreements establishing a different allocation of costs among those jurisdictions. The participating jurisdiction providing assistance shall submit a financial final report of costs to the jurisdiction that received the assistance.

ARTICLE IX - EVACUATION

Plans for the orderly evacuation and inter-jurisdictional reception of portions of the civilian population as the result of a radiological emergency of sufficient proportions to so warrant, will be worked out and maintained between the participating jurisdictions. Such plans will be put into effect by request of the Coordinator of Emergency Management of the jurisdiction from which the evacuees come and will include the manner of transporting such evacuees, the number of evacuees to be received in different areas, the manner in which food, clothing, housing, and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends, the forwarding of such evacuees to other areas or the bringing of additional materials and supplies, and all other relevant factors. Such plans will provide that the participating jurisdiction receiving the evacuees and the participating jurisdiction from which the evacuees come shall mutually agree as to reimbursement for out-of-pocket expenses incurred in receiving and caring for such evacuees, for expenditures for transportation, food, clothing, medicines, medical care, and like items. Such expenditures will be reimbursed as agreed to by the participating jurisdiction from which the evacuees come. After the termination of the emergency, the participating jurisdiction from which the evacuees came will assume the responsibility for the ultimate support of repatriation of such evacuees.

ARTICLE X - IMMUNITY FROM LIABILITY

As provided for under Section 44-146.23, Code of Virginia, neither the Commonwealth nor any political subdivision as party to this agreement, nor, except in cases of willful misconduct, public or private employees engaged in emergency services activities, while complying with or attempting to comply with the provision of the Emergency Services and Disaster Laws, which provide the foundation for this agreement, shall be liable for the death of, or any injury to, persons or damage to property as a result of such activities. The provisions of this agreement shall not affect the right of any person to receive benefits to which he would otherwise be entitled under Chapter 3.2, Emergency Services and Disaster Law, Section 44-146.13 to 44-146.29:2, or under the Workers' Compensation Act, or any other pension laws. All other provisions or subsections of Section 44-146.23 shall not be exempted under the terms of this agreement.

ARTICLE XI - IMPLEMENTATION

A. This agreement shall become operative immediately upon its approval by the Board of Supervisors/City Council of the jurisdiction as between it and any other approving jurisdiction or jurisdictions. This agreement may be signed by an authorized representative of the governing body. Duly authenticated copies of this agreement and such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the participating jurisdictions.

B. This agreement shall continue in force and remain binding on each participating jurisdiction until the Chief Executive Officer of such participating jurisdiction or other responsible official takes action to withdraw from it. Such action shall not relieve the withdrawing jurisdiction from obligations assumed hereunder prior to the effective date of the withdrawal and shall not be effective until 30 days after notice thereof has been sent by the Department of Emergency Services-Radiological Emergency Response Planning (RERP) Branch to the chief executive officer and duly authorized representatives of all the other participating jurisdictions.

IN WITNESS WHEREOF, the local government hereto as a party thereof, has executed this Agreement as signed and dated below.

COUNTY OF JAMES CITY:

BY:  / 6/5/95
(Name of official or representative) (Date)

Attested:

Mari Lou Smith

~~Clerk of City Council/Governing Body~~

Secretary to the Board of Supervisors
James City County, Virginia

007794

THIS DEED OF EXCHANGE is made this 6th day of April, 1995, by and between SLEEPY HOLLOW CORPORATION OF TOANO, a Virginia corporation, referred to as the Grantor, and COUNTY OF JAMES CITY, a Political Subdivision of the Commonwealth of Virginia, referred to as the Grantee. This deed is exempt from recordation tax pursuant to the provisions of §58.1-811 (A)(3) of the Code of Virginia.

W I T N E S S E T H

That for and in consideration of the exchange of certain other real property by deed recorded contemporaneously herewith and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby Grant, Bargain, Sell and Convey, with General Warranty and with English Covenants of Title, unto the Grantee, the following described real property:

All that certain parcel of land in the Powhatan District of James City County, Virginia, containing by survey 17.36± acres, as shown and described on a plat of survey entitled, "PLAT OF SUBDIVISION, A PARCEL CONTAINING 17.36 ACRES±, FOR CONVEYANCE TO THE COUNTY OF JAMES CITY, VIRGINIA", which plat is dated February 7, 1995, was made by G. T. Wilson, Certified Land Surveyor, and a copy of which is recorded as part of this deed.

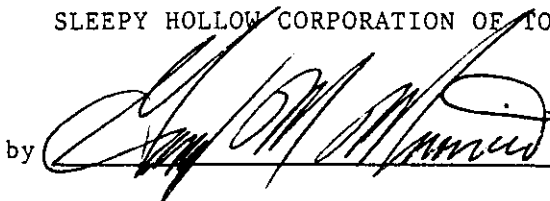
Subject to easements, restrictions and conditions of record or apparent on the ground.

Being part of the property conveyed to the Grantor herein by deed of exchange with Delmarva Properties, Inc., dated August 28, 1990, recorded in James City County Deed Book 485, page 124.

WITNESS the following signature and seal:

SLEEPY HOLLOW CORPORATION OF TOANO

by



(SEAL)

STATE OF VIRGINIA

COUNTY OF JAMES CITY

I, the undersigned authority, do hereby certify that
Gary M. Massie, Treasurer, for
Sleepy Hollow Corporation of Toano, a Virginia corporation, whose name
is signed to the foregoing instrument dated April 6, 1995, has
acknowledged the same before me in my jurisdiction this 17th day of
April, 1995.

Susan C. Kohlman
Notary Public


My Commission Expires: 6/30/96

ADDENDUM TO DEED
DATED APRIL 6, 1995, FROM
SLEEPY HOLLOW CORPORATION OF TOANO
TO COUNTY OF JAMES CITY


In compliance with the provisions of Section 15.1-286 of the Code of Virginia, 1950, as amended, this deed is in a form approved by Frank M. Morton, III, Attorney of James City County, and is accepted on behalf of the County by the said Frank M. Morton, III, he having been authorized to so act on behalf of James City County by a resolution adopted by the Board of Supervisors at its meeting held on the 17th day of May, 199~~5~~³, which approval and acceptance is evidenced by his execution of this deed.

In compliance with the provisions of Section 15.1-285 of the Code of Virginia, 1950, as amended, William R. Bland, an attorney at law employed by James City County, has caused the title to said real estate to be examined and has approved the results of said examination, as evidenced by his execution of this deed and the attached Title Certificate.

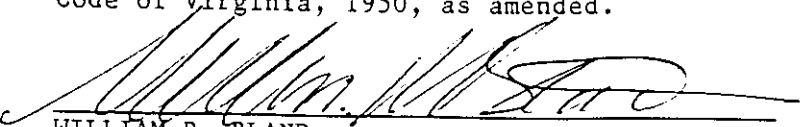
JAMES CITY COUNTY

By 
FRANK M. MORTON, III
County Attorney

Approved as to form pursuant to
§15.1-286 Code of Virginia, 1950, as amended.


FRANK M. MORTON, III
County Attorney

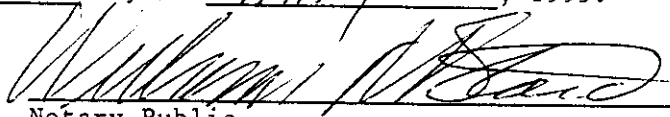
Approved pursuant to §15.1-285
Code of Virginia, 1950, as amended.


WILLIAM R. BLAND
Attorney at Law

STATE OF VIRGINIA

CITY/COUNTY OF JAMES CITY

I, the undersigned authority, do hereby certify that Frank M. Morton, III, County Attorney for James City County, whose named is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction this 18th day of MAY, 1995.


Notary Public

My Commission Expires: 10/31/95

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

BOOK 740 PAGE 892

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SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

1. Effective Date February 13, 1995 at 9:00 A.M. Case No. 95-274

2. Policy or policies to be issued:

(a)

Amount \$ 69,440.00

☐ ALTA Owner's Policy (10-17-92)

☐ ALTA Residential Title Insurance Policy - (6-1-87)

Proposed insured: COUNTY OF JAMES CITY

(b) ALTA Loan Policy - (10-17-92)

Amount \$

Proposed insured: NONE

(c)

Amount \$

Proposed insured: NONE

3. Title to the fee simple estate or interest in the land
described or referred to in this Commitment is at the effective date hereof vested in:

Sleepy Hollow Corporation of Toano, a Virginia corporation

4. The land referred to in this Commitment is described as follows:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

The Approved Attorney who certified
title to the Company are:

Phillips, Bartlett & Bland

Countersigned at WTIA INC.

Commitment No. 95-274

Schedule A—Page 1

Bonnie S. Hugg
Authorized Officer or Agent

5-11

All that certain parcel of land in the Powhatan District of James City County, Virginia, containing by survey 17.364 acres, as shown and described on a plat of survey entitled, "PLAT OF SUBDIVISION, A PARCEL CONTAINING 17.36 ACRES±, FOR CONVEYANCE TO THE COUNTY OF JAMES CITY, VIRGINIA", which plat is dated February 7, 1995, was made by G. T. Wilson, Certified Land Surveyor, and a copy of which is recorded as part of this deed.

Subject to easements, restrictions and conditions of record or apparent on the ground.

Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

SCHEDULE B--Section 1

Requirements

The following are the requirements to be complied with:

Item(a) Payment to or for the the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item(b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. Duly authorized deed from Sleepy Hollow Corporation of Toano, a Virginia corporation vesting fee simple title in County of James City.
NOTE: Corporate resolutions authorizing above transaction and conveyance must be furnished or certified as proper by approved attorney, to include authorization to convey property.

(c) Cancellation and release of record of deed of trust from CEMS, Inc., J.S.G. Corporation and Sleepy Hollow Corporation, of Toano to Richard S. Blanks, et al Trustees dated May 29, 1991 and recorded in Deed Book 516, page 757 to secure \$10,528.00.

(d) Certification by approved attorney statutory period for filing mechanics' and materialmen's liens has expired; in the event statutory period for filing such liens has not expired, receipt of satisfactory release of such liens; and certifications by approved attorney that insured owner/borrower is in and entitled to possession. Otherwise, receipt of satisfactory executed "Owners (sellers) Affidavit as to mechanics' liens and possession (form 45-6).

7-11

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE B—Section 2

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes for the year 1995 a lien, but not yet due and payable and taxes for subsequent years.
3. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, deficiencies in the quantity of land, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.
4. This policy insures in gross and not by the acre.
5. Easement granted Virginia Electric & Power Company by instrument dated November 11, 1947, and recorded in Deed Book 40, page 55.
6. Easement granted Virginia Electric & Power Company by instrument dated June 17, 1947, and recorded in Deed Book 39, page 242.
7. Easement granted Virginia Electric & Power Company by instrument dated June 5, 1950, and recorded in Deed Book 43, page 502.
8. Easement granted Virginia Electric & Power Company by instrument dated February 4, 1952, and recorded in Deed Book 47, page 377.
9. Easement granted Virginia Electric & Power Company by instrument dated December 22, 1977, and recorded in Deed Book 183, page 832.
10. Easement granted Virginia Electric & Power Company by instrument dated August 2, 1993, and recorded in Deed Book 635, page 610.
11. Easement granted The Chesapeake and Potomac Telephone Company of Virginia by instrument dated January 2, 1991 and recorded in Deed Book 501, page 317.
12. Unrecorded agreement dated August 23, 1984.
13. Easement granted The Chesapeake and Potomac Telephone Company of Virginia by instrument dated May 18, 1962.

continued...

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

8-11

Schedule B-Section 2-Page 1-Commitment No. 95-274

Lawyers Title Insurance Corporation

BOOK 740 PAGE 89683

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE B/ 2 cont'd.

14. Rights of upper and lower riparian owners in and to the use of the waters of streams, swamp and ponds crossing insured premises and the natural flow thereof.
15. Easement granted The Chesapeake and Potomac Telephone Company of Virginia by instrument recorded in Deed Book 475, page 450 along Jolly Pond Road.

9-11

Schedule B/2 Page 2 No. 95-274

Lawyers Title Insurance Corporation

BOOK 740 PAGE 897

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as Effective Date.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title Insurance Corporation

By:

Janet A. Alpert

President

Attest:

John H. Smith

Secretary



PLAT RECORDED IN

VIRGINIA: City of Williamsburg and County of James City to-wit:
Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City
do hereby certify that this Commitment was filed for record in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City on the 12th day of 1975 at 12:50 PM.
The taxes imposed by Sect. 58.1-60 and 58.1-61 of the Code have been paid.
STATE TAX LOCAL TAX ADDITIONAL TAX
69.50
10-11

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT COMPLETES WITH ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF JAMES CITY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY.

G. T. Wilson, Jr.
G. T. WILSON, JR., C.L.S.
2-7-95
DATE

CERTIFICATE OF APPROVAL

THIS SUBDIVISION AND PROPERTY LINE EXTINGUISHMENT IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

[Signature]
SUPERVISOR IN CHARGE OF
JAMES CITY COUNTY
DATE 2/2/95

CERTIFICATE OF SOURCE OF TITLE

THE PROPERTY SHOWN ON THIS PLAT WAS CONVEYED BY DELMARVA PROPERTIES, INC. TO SLEEPY HOLLOW CORP. OF TOANO BY DEED OF EXCHANGE DATED AUGUST 29, 1994 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE COUNTY OF JAMES CITY IN DEED BOOK 185, PAGE 121.

OWNER'S CERTIFICATE

THIS SUBDIVISION OF LAND IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND OR TRUSTEES

SLEEPY HOLLOW CORP. OF TOANO
BY *[Signature]* DATE 2-9-95
TREAS

CERTIFICATE OF NOTARIZATION

STATE OF VIRGINIA
CITY/COUNTY OF *James City* *Lakenna M. Head*
A NOTARY PUBLIC IN AND FOR THE CITY/COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SIGNED TO THE COPIES OF THIS PLAT HAVE ACKNOWLEDGED THE SAME BEFORE ME IN THE CITY/COUNTY AFORESAID, GIVEN UNDER MY NAME THIS *9th* DAY OF *February*, 1995 MY COMMISSION EXPIRES *July 31, 1998*
Lakenna M. Head
SIGNATURE
N OR F
JAMES CITY COUNTY
T.M. (30-2)(1-2)
DB 387/495
PB 33/47

OWNER'S CERTIFICATE

THIS PROPERTY LINE EXTINGUISHMENT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER.

COUNTY OF JAMES CITY
BY *[Signature]* DATE

CERTIFICATE OF NOTARIZATION

STATE OF VIRGINIA
CITY/COUNTY OF *James City* *Mary Frances Rieger*
A NOTARY PUBLIC IN AND FOR THE CITY/COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SIGNED TO THE COPIES OF THIS PLAT HAVE ACKNOWLEDGED THE SAME BEFORE ME IN THE CITY/COUNTY AFORESAID, GIVEN UNDER MY NAME THIS *22nd* DAY OF *February*, 1995 MY COMMISSION EXPIRES *February 22, 1997*
Mary Frances Rieger
SIGNATURE

NOTE:
THIS PLAT IS BASED UPON
RECORD INFORMATION AND DOES
NOT REPRESENT A RESURVEY OF
THE BOUNDARY.



SLEEPY HOLLOW CORP.
OF TOANO
T.M. (31-1)(1-79A)
REMAINING AREA =
63.64 ACRES±
P.B. 52/96

S 61°25'08" E, 116.59'

S 55°27'03" E, 88.36'

S 68°23'28" E, 414.56'

S 63°27'28" E, 158.93'

S 61°06'12" E, 352.07'

S 67°29'45" E, 356.23'

S 65°31'35" E, 208.37'

S 52°50'05" E, 53.94'

S 51°44'19" E, 256.21'

S 47°07'12" E, 124.83'

S 50°40'04" E, 258.99'

S 34°29'19" E, 75.50'

S 34°29'19" E, 35.30'

AREA = 17.36 ACRES±

LINE TO BE EXTINGUISHED UPON
RECORDATION OF THIS PLAT.

JOLLY POND ROAD
ROUTE 611

RECORD MERIDIAN
PB 52/96

N OR F
JAMES CITY COUNTY
"HOTWATER-COLE" TRACT
T.M. (31-1)(1-79)
DB 678/496



Consulting Engineers
Engineers, Surveyors, Planners

5240 Olde Towne Road, Suite 1
Williamsburg, Virginia 23188
Ph. (804)-253-0040, Fax (804)-220-8994

PLAT OF SUBDIVISION AND PROPERTY LINE EXTINGUISHMENT
A PARCEL CONTAINING 17.36 ACRES±
FOR CONVEYANCE TO THE COUNTY OF JAMES CITY, VIRGINIA

POWHATAN DISTRICT JAMES CITY COUNTY VIRGINIA
Scale: 1" = 300' Ref: PB 52/96 Date: 2/7/95 Job No.: 5430-63

11-11

REVISED: 2/16/95 PER COUNTY COMMENTS

**HAMPTON ROADS
PUBLIC POLICY ON PUBLICLY-FUNDED DEVELOPMENT INCENTIVES
AND INTRA-REGIONAL COMPETITION**

This policy recognizes that the various municipalities of a region, while involved in competition for economic development, also share a mutual interest in managing that competition in ways that foster the region's growth without unfairly affecting the economic interests of each other, their taxpayers, or the competitors of parties favored by the use of publicly-funded incentives. In this policy, "neighboring municipalities" means not just contiguous cities and counties but all these joined with each other in the common regional economy. In order to further regional cooperation, revenue sharing is a concept which the economic development officials believe needs to be immediately pursued.

1. A municipality's publicly-funded development incentives should be governed by policy, and development incentives should be distributed on the basis of public policy criteria.
2. Incentives should be as limited as possible in amount, extent, and duration. Incentives in the form of accelerated infrastructure enhancements or other normal public services are preferable to direct subsidies.
3. The benefits to taxpayers and the community at large of providing incentives should outweigh the disadvantages to the recipient's competitors and other third parties whose interests may be affected.
4. Incentives provided to recruit businesses into the regional economy from outside may also be made available to a municipality's local firms if the investment is for an expansion that will result in comparable substantial additions to the economy and tax base. Routine growth should not be subsidized. Incentives may also be provided as part of a municipality's retention program.
5. When a municipality within the regional economy competes with metropolitan regions elsewhere in the country to attract new businesses from outside the region, this process sometimes involves competition with neighboring municipalities for the same prospect. In the absence of a cost/benefit sharing compact among the neighboring municipalities, differences in incentive offers are acceptable. However, municipalities should make their best offers independent of one another and avoid a "bidding war" with their neighboring localities.

6. Since each municipality develops some prospects on its own, neighboring municipalities will not intervene in each other's recruitment activities unless the prospect itself initiates direct contacts. When such contacts occur, they should be disclosed to any other neighboring cities involved with that prospect (but without obligation to disclose bidding terms). A community that becomes aware of a prospect being worked by another, and wishes to be considered also, may advise its interest to the other but not intervene until the originating community clears it. Alternatively, opportunities may be sought in such situations to replace internal competition with combined incentive packages and benefits-sharing compacts among the participating cities.
7. A municipality which is not successful with a prospect will refer the prospect to neighboring cities or counties.
8. Municipalities will not solicit the relocation of businesses from neighboring municipalities. When a local business expresses interest in relocation to a neighboring municipality, the Development Director will ask permission to disclose the contact to the municipality where the business is currently located in order to permit a retention effort.
9. Municipalities will not authorize real estate brokers or other intermediaries to represent to prospects that publicly-funded incentives are generally available or to negotiate incentives on their behalf without prior approval of the municipality in specific cases.