

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 26TH DAY OF MARCH, NINETEEN HUNDRED NINETY-SIX, AT 5:10 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

David L. Sisk, Chairman, Roberts District
Robert A. Magoon, Jr., Vice Chairman, Jamestown District

Jack D. Edwards, Berkeley District
Perry M. DePue, Powhatan District
Stewart U. Taylor, Stonehouse District
David B. Norman, County Administrator
Frank M. Morton, III, County Attorney

B. WORK SESSION - Neighborhood Connections

Mr. Sisk introduced Ms. Veronica Nowak, Communications and Neighborhood Connections Coordinator, who provided a status report on Neighborhood Connections and the Steering Committee and invited Board comments to the Steering Committee's determinations of long-term recommendations.

Mr. Sisk recessed the Board for dinner at 6:00 p.m.

Mr. Sisk reconvened the Board at 7:03 p.m.

C. PRESENTATIONS

1. Industrial Development Authority Annual Report

Mr. Sisk introduced Mr. Jon A. Nystrom, Chairman of the Industrial Development Authority, who highlighted the accomplishments of 1995 and requested a work session with the Board of Supervisors to discuss ideas of future direction and goals.

2. Richard M. Miller, Fire Chief, recognized the County's 911 emergency dispatchers for their efforts and services provided.

D. MINUTES - March 12, 1996, Regular Meeting
March 18, 1996, Work Session

Mr. Sisk asked if there were additions or corrections to the minutes, asked staff to correct the supervisors' Districts in Roll Call, and made a motion to approve the two sets of amended minutes.

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

E. HIGHWAY MATTERS

Mr. Quintin E. Elliott, Williamsburg Resident Engineer, Virginia Department of Transportation (VDOT), was available for questions.

Mr. Sisk asked for a description of main intersections on proposed Route 199.

Mr. Elliott depicted the proposed intersections of Route 199 with Olde Towne Road, Longhill Road, Ironbound Road and Route 5.

Mr. Taylor asked that signage indicating access to Route 199 be located a greater distance east of the intersection for those traveling west on Route 60.

F. CONSENT CALENDAR

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

Mr. DePue asked that Item Nos. 2 and 3 be removed.

Mr. Sisk made a motion to approve Item Nos. 1, 4, 5, and 6 on the Consent Calendar.

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

1. National Telecommunicator's Week

RESOLUTION

NATIONAL TELECOMMUNICATOR'S WEEK

WHEREAS, Central Dispatch provides a vital contribution to the quality of life enjoyed by citizens and visitors to James City County; and

WHEREAS, access to a 911 center dramatically improves the response to a Police, Fire, or Emergency Medical call; and

WHEREAS, the telecommunicators are trained, prepared, and ready; and

WHEREAS, National Telecommunicator's Week will serve to recognize the telecommunicators of James City County who provide a vital public safety operation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby proclaims the week of April 7-13, 1996, as National Telecommunicator's Week in James City County and encourages County citizens to observe this week with appropriate programs, ceremonies, and activities.

4. Support of Hampton Roads Partnership

RESOLUTION**SUPPORT OF THE HAMPTON ROADS PARTNERSHIP**

- WHEREAS, the communities of Hampton Roads have experienced employment and income growth well below other regions; and
- WHEREAS, the Chief Elected Officials in Hampton Roads have met to develop a collective approach to addressing these problems; and
- WHEREAS, the businesses, industries, armed forces and educational sectors in Hampton Roads have acknowledged the region's economic situation and have indicated their desire to act cooperatively; and
- WHEREAS, the above noted elements of the community have engaged in a strategic planning process to give direction and priority to initiatives necessary to improve the economic prospects of all the communities of Hampton Roads.
- NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, agrees to commit time, energy and resources to further the goals of the Hampton Roads Partnership.
- BE IT FURTHER RESOLVED that the County appropriates a sum of \$12,500 from Operating Contingency to support the Hampton Roads Partnership.

5. **At-Risk Preschool Task Force****RESOLUTION****AT-RISK PRESCHOOL TASK FORCE**

- WHEREAS, an interagency committee was formed during the 1994-95 school year to make recommendations about a proposed application for funds through the Virginia Preschool Initiative; and
- WHEREAS, this committee has recommended that a task force jointly appointed by the James City County Board of Supervisors, Williamsburg City Council, and the Williamsburg/James City County School Board, be formed to coordinate and improve services to at-risk and handicapped preschool children.
- NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, James City County, appoints the following individuals to the At-Risk Preschool Task Force:

Anthony Conyers, Jr.
 Carol Beers
 John Clary
 Corrine Garland
 Rick Richardson
 Peter Walentisch
 John McCrimmon
 Jackie Gardner
 Judy Knudson

James City County Community Services
 Williamsburg/James City County Schools
 Colonial Services Board
 Child Development Resources
 Williamsburg/James City County Schools
 Williamsburg Social Services
 Community Action Agency
 Headstart
 Medical Assistance Corporation

6. Grant Application, Chesapeake Bay Local Assistance Department

RESOLUTION

GRANT APPLICATION, CHESAPEAKE BAY LOCAL ASSISTANCE DEPARTMENT

WHEREAS, the Chesapeake Bay Local Assistance Department has available grant funds to support local initiatives to protect Chesapeake Bay Preservation Areas; and

WHEREAS, staff has prepared a grant application supporting these initiatives.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby authorize submission of The Chesapeake Bay Local Assistance Department 1997 Grant Application in the amount of \$19,900.

2. Trash and Grass Lien, Centerville Salvage & Auto Parts, Inc.
3. Centerville Road Sidewalk - News Road to Brick Bat Road

Mr. DePue stated that the cleanup at intersection of Jolly Pond Road and Centerville Road was being completed and that the sidewalk from News Road to Brick Bat Road completed the sidewalk along Centerville Road.

Mr. DePue made a motion to approve Item Nos. 2 and 3 on the Consent Calendar.

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

RESOLUTION

CODE VIOLATION LIEN

WHEREAS, the Director of Code Compliance has certified to the Board of Supervisors of James City County, Virginia, that the property owner as described below has failed to pay a bill in the amount listed, for cutting of grass and weeds or removal of trash and debris, although the County has duly requested payment; and

WHEREAS, the unpaid and delinquent charges are chargeable to the owner and collectible by the County as taxes and levies and constitute a lien against the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that in accordance with Sections 7-4 and 7-5 of the Code of the County of James City, Virginia, the Board of Supervisors directs that the following delinquent charges for services rendered, plus interest at the legal rate from the date of recordation until paid, shall constitute a lien against the Property to wit:

Cleaning of Trash/Debris and/or Cutting of Grass, Weeds, etc.:

ACCOUNT:	Centerville Salvage & Auto Parts, Inc. c/o James T. Wood, President P. O. Box 319 Williamsburg, VA 23187
DESCRIPTION:	6132 Centerville Road
TAX MAP NO.:	31-1 01-0-0024 James City County, Virginia
AMOUNT DUE:	\$1,714.26

RESOLUTION**CENTERVILLE ROAD SIDEWALK - NEWS ROAD TO BRICK BAT ROAD**

- WHEREAS, the Virginia Department of Transportation State Highway Project No. 0614-047-132, Section M-507, provides for improvements to Centerville Road (Route 614) from News Road to Brick Bat Road (Route 613), a distance of 0.4 miles; and
- WHEREAS, the Virginia Department of Transportation has determined that sidewalks are justified and warranted for this project; and
- WHEREAS, the Virginia Department of Transportation will include sidewalk construction in the Centerville Road Improvement Project upon request by the James City County Board of Supervisors; and
- WHEREAS, the James City County Comprehensive Plan recommends a sidewalk on Centerville Road (Route 614) between News Road (Route 613) and Brick Bat Road (Route 613), a distance of 0.4 miles.
- NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation is hereby requested to include construction of a sidewalk on the west side of Centerville Road from News Road to Brick Bat Road, a distance of 2,200 feet.
- BE IT FURTHER RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby agree and commit to pay one-half of the sidewalk construction cost in accordance with current Virginia Department of Transportation Policy.

Mr. Sisk called the Telecommunicators in the audience to the podium and presented the National Telecommunicators Week resolution to them.

G. PUBLIC HEARINGS**1. Case No. Z-6-95. Powhatan Enterprises, Inc.**

Mr. Allen J. Murphy, Jr., Principal Planner, stated that this case was deferred at the March 12, 1996, Board of Supervisors' meeting and that Alvin P. Anderson, Esq., had applied on behalf of Powhatan Enterprises, Inc., to rezone approximately 410 acres from R-4, Residential Planned Community, to R-4, Residential Planned

Community with proffers, located off News Road, Ironbound Road, and Powhatan Secondary, further identified as Parcel Nos. (1-9), (1-9a), (1-11), (1-12), and (1-21) on James City County Real Estate Tax Map No. (38-3) and Parcel No. (1-2) on James City County Real Estate Tax Map No. (37-4).

Mr. Murphy stated that revisions to the Master Plan would accommodate changes as a result of planning construction of Alternate Route 5 and associated changes to News Road and Powhatan Secondary and would replace with proffers the conditions attached to the last approved Master Plan.

In concurrence with staff, the Planning Commission unanimously recommended approval of the case.

Mr. Sisk reopened the public hearing, and as no one wished to speak, he closed the public hearing.

Mr. Edwards made a motion to approve the case.

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

RESOLUTION

CASE NO. Z-6-95. POWHATAN ENTERPRISES, INC.

- WHEREAS, in accordance with Section 15.1-431 of the Code of Virginia, and Section 20-13 of the James City County Zoning Ordinance, a public hearing was advertised, adjoining property owners notified, and a hearing scheduled on Zoning Case No. Z-6-95 for rezoning approximately 410 acres from R-4, Residential Planned Community to R-4, Residential Planned Community, with proffers including revisions to the approved master plan on property further identified as Parcel Nos. (1-9), (1-9a), (1-11), (1-12), and (1-21) on James City County Real Estate Tax Map No. (38-3) and Parcel (1-2) on James City County Real Estate Tap Map No. (37-4); and
- WHEREAS, the Planning Commission of James City County unanimously recommended approval of Case No. Z-6-95; and
- WHEREAS, the Board of Supervisors has adopted by resolution dated December 15, 1995, the FY 1996-2002 Secondary Roads Six-Year Plan for James City County; and
- WHEREAS, that Six-Year Plan identifies the reconstruction and relocation of Route 613 (News Road) as a project with an estimated completion date of July 1997; and
- WHEREAS, the Board has by separate resolutions dated April 4, 1994, March 6, 1995, and February 27, 1996, allocated \$276,500 in County Funds, to be matched by the Virginia Department of Transportation (VDOT) Revenue Sharing funds, toward this News Road project which will fund it adequately to meet the above completion date; and
- WHEREAS, the relocation of Route 613 (News Road) is an integral part of the road network contemplated to serve the Residential Planned Community which is the subject of Case No. Z-6-95 and as a part thereof the Board of Supervisors of James City County, Virginia, desires to reconfirm its support for the News Road project as described above.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve Zoning Case No. Z-6-95 as described herein and accepts the voluntary proffers.

BE IT FURTHER RESOLVED, that the Board of Supervisors of James City County, Virginia, reconfirms its support for the News Road project described herein and that the County will use its best efforts to work with VDOT to ensure that it is constructed on schedule.

2. Case No. SUP-5-96. Rawls Byrd Elementary School Temporary Classroom Trailers

Mr. John Patton, Development Management Technician, stated that Mr. John A. Hopke had applied on behalf of Williamsburg-James City County Public Schools for a special use permit to extend the permit period for two previously approved temporary classroom trailers (SUP-5-94) and to allow an additional four new temporary classroom trailers, on 12.63-acre site, zoned R-2, General Residential, located at 112 Laurel Lane, further identified as Parcel No. (6-171A) on James City County Real Estate Tax Map No. (48-1).

Staff recommended approval of the application with the condition listed in the resolution.

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

Mr. Edwards made a motion to approve the case.

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

RESOLUTION

CASE NO. SUP-5-96. RAWLS BYRD ELEMENTARY SCHOOL

TEMPORARY CLASSROOM TRAILERS

WHEREAS, it is understood that all conditions for the consideration of an application for a special use permit have been met.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that a special use permit be granted for extension of time for two temporary classroom trailers, and the placement of four additional temporary classroom trailers on property owned and developed by the applicant as described below and on the attached site location map.

Applicant:	Williamsburg-James City County Schools
Real Estate Tax Map ID:	(48-1)
Parcel No:	(6-171A)
Address:	112 Laurel Lane
District:	Jamestown
Zoning:	R-2, General Residential
Conditions:	1. This permit shall be valid until July 1, 1998.

3. Case No. SUP-6-96. D.J. Montague Elementary School Temporary Classroom Trailers

Mr. John Patton, Development Management Technician, stated that Mr. John A. Hopke had applied on behalf of Williamsburg-James City County Public Schools for a special use permit to extend the permit period for two previously approved temporary classroom trailers (SUP-5-94) and to allow one additional new temporary classroom trailers, on 22.5-acre site, zoned R-4, Residential Planned Community, located at 5380 Centerville Road, further identified as Parcel No. (1-49) on James City County Real Estate Tax Map No. (31-3).

Staff recommended approval of the application with the condition listed in the resolution.

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

Mr. DePue made a motion to approve the case.

Mr. Edwards emphasized that the additional trailers are used to prevent overcrowding of classrooms.

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

RESOLUTION

CASE NO. SUP-6-96. D. J. MONTAGUE ELEMENTARY SCHOOL

TEMPORARY CLASSROOM TRAILERS

WHEREAS, it is understood that all conditions for the consideration of an application for a special use permit have been met.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that a special use permit be granted for extension of time for two temporary classroom trailers and the placement of one additional temporary classroom trailer on property owned and developed by the applicant as described below and on the attached site location map.

Applicant:	Williamsburg-James City County Schools
Real Estate Tax Map ID:	(31-3)
Parcel No:	(1-49)
Address:	5380 Centerville Road
District:	Powhatan
Zoning:	R-4, Residential Planned Community
Conditions:	1. This permit shall be valid until July 1, 1999

4. Case No. SUP-9-96. The National Memorial to the Progress of the Colored Race in America, Manufactured Home

Mr. Leo Rogers, Deputy County Attorney, stated that a determination had been made that Mr. Paul L. Smith, applicant, did not have legal title to the property; therefore, no action could be taken on the case.

Mr. Sisk opened the public hearing.

1. Mr. Paul Smith stated that he would meet with appropriate parties to settle the issue.

Mr. Sisk closed the public hearing.

Mr. Morton stated that a report would be provided to the Board at a later date.

5. Ordinance to Approve Agreement for Regional Internet Connectivity

Mr. Thomas R. Pennington, Director of Information and Resources Management, stated that James City County had entered into a Regional Purchasing Agreement with six area jurisdictions to acquire shared Internet services with a major cost savings in the capability to share one set of equipment.

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

Mr. Sisk made a motion to approve the ordinance.

Mr. Edwards asked staff to provide a memorandum explaining what would be accessible under the Regional Internet Connectivity Agreement.

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

H. BOARD CONSIDERATIONS

1. Case No. ZO-2-96. Ordinance Amendment, Chapter 20, Zoning, Adding Buffer and Greenbelt Requirements for Timbering Activities (Deferred from 3/12/96)

Mr. O. Marvin Sowers, Jr., Director of Planning, stated that the proposed ordinance amendment included alternatives applied to all districts except A-1 that were discussed at the Board of Supervisors' work session on March 18, 1996. He further stated that amendments regarding A-1 districts would be considered by the Planning Commission for recommendations.

Board and staff discussion followed regarding possible procedures and cost of acquisition of easements.

Mr. DePue made a motion to approve the ordinance.

Without Board objection, Mr. Sisk recognized persons in the audience who wished to speak.

1. Mr. Bruce Abbott, 4478 Centerville Road, spoke of concern that acquisition of easements would apply to the A-1 districts and control farmers from harvesting crops.

2. Mr. Ed Riley, 611 Tam-O-Shanter, stated removal of large trees regenerates growth.

Mr. Taylor spoke of his strong opposition to the ordinance, and Mr. Magoon asked the public for input as to being willing to allocate a certain amount of money for acquisition of easements in critical areas.

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

2. Shrink/Swell Soils Task Force Comments (Deferred from 3/12/96)

Mr. Bernard M. Farmer, Jr., Director of Code Compliance, stated this item was deferred at the March 12, 1996, Board of Supervisors' meeting.

Mr. Sisk asked that the first sentence in Item 4 be changed from 200 square feet to read "...400 square feet as a threshold for application of the testing requirements...."

Mr. DePue asked staff to prepare a memorandum clarifying guidelines being implemented by staff on shrink swell soils, and made a motion to approve the resolution.

1. Mr. Sasha Digges, 3617 Ironbound Road, stated lower income citizens cannot afford the soil testing fee.

Mr. DePue made a motion to amend the resolution by adding "as amended by Board direction" to the Now Therefore Be It Resolved paragraph.

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

Mr. Sisk asked for a vote on the amended resolution.

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

RESOLUTION

SHRINK SWELL SOIL TASK FORCE

WHEREAS, the Board of Supervisors of James City County appointed citizens to the Shrink Swell Soil Task Force, to make recommendations regarding construction on expansive soils within the County; and

WHEREAS, The Task Force has addressed specific questions posed by the Board of Supervisors in light of one year's experience with implementation of the initial Task Force recommendations; and

WHEREAS, Staff has provided comments and specific recommendations regarding the report of the Task Force.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby accept Staff recommendations as amended by Board direction, and request Staff to proceed with implementation.

3. Grove Housing Site Development, Community Development Block Grant Application

Mr. Richard B. Hanson, Housing and Community Development Administrator, stated an application had been prepared requesting \$700,000 of grant funds be allocated to assist in financing development of a 75-lot cluster subdivision for construction of affordable owner occupied housing. Mr. Hanson detailed additional funding and stated the project would be structured to enable a significant portion of investment to be recaptured while providing affordable home ownership opportunities.

Without objection, Mr. Sisk recognized persons in the audience who wished to speak.

1. Mr. Claude Gilmer, 112 Woodside Drive, spoke of concerns for safety of residents if the fire station might be relocated, persons might not provide adequate upkeep to the subdivision and children would need a place to play in the neighborhood.

Mr. Sisk made a motion to approve the resolution.

Board and staff discussion ensued regarding applicant qualifications for the housing.

The Board requested staff to monitor carefully the screening process of loan applicants for affordable housing.

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

RESOLUTION

GROVE HOUSING SITE DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, financial assistance is available to units of local government through the Commonwealth of Virginia Community Development Block Grant Program (VCDBG); and

WHEREAS, two public hearings have been held regarding this application, in compliance with VCDBG citizen participation requirements; and

WHEREAS, James City County wishes to apply for \$700,000 in VCDBG funds to be used in undertaking the Grove Housing Site Development Project; and

WHEREAS, \$750,000 in local funds are allocated to the project and will be expended on this project; and

WHEREAS, the project is anticipated to benefit 75 households of which 49 will be low- and moderate-income households by providing site development improvements for a 75-lot residential subdivision.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator is authorized to file an application including all understandings and assurances contained therein, with the Virginia Department of Housing and Community Development and to provide such additional information as may be required by the Department.

4. Records System - Clerk of Circuit Court

Mr. John E. McDonald, Manager of Financial and Management Services, stated that the Clerk of the Circuit Court had requested \$108,000 to adopt the Virginia Supreme Court optical disk records system to integrate records with current existing State indexing and cash management systems. Staff proposed an authorization of up to \$140,000 to allow for a second workstation.

Mr. Sisk made a motion to approve the resolution.

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

RESOLUTION

RECORDS SYSTEM - CLERK OF CIRCUIT COURT

WHEREAS, the Board of Supervisors of James City County has been requested to authorize the expenditure of \$140,000 for a records system for the Clerk of Circuit Court from the Courthouse

Maintenance Fund administered for the benefit of both the City of Williamsburg and James City County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the City/County Treasurer to release up to \$140,000 from the Courthouse Maintenance Fund for the purposes of acquiring and installing the State Supreme Court records system at the Offices of the Clerk of the Circuit Court.

I. PUBLIC COMMENT

1. Mr. Jay Everson, 252 Loch Haven Drive, spoke in favor of small businesses being considered for the solid waste franchise system.

2. Ms. Diane Dudley, representing members of the Williamsburg-James City County Public Schools Parent Teacher Association, asked for Board support of budget for renovations of Lafayette High School.

3. Ms. Mary Minor, parent, spoke in favor of additional one cent increase to provide more services for educators.

4. Mr. Ed Oyer, 139 Indian Circle, spoke of several upcoming budget items and asked that Grove Convenience Center be allowed to remain open.

5. Mr. Ed Riley, 611 Tam-O-Shanter, spoke of his latest correspondence to the media on Lyme disease.

J. REPORTS OF THE COUNTY ADMINISTRATOR - None

K. BOARD REQUESTS AND DIRECTIVES

Mr. Magoon asked that a resolution requesting State designation of Greensprings Road as a historical byway be placed on the April 9, 1996, Board of Supervisors' agenda.

Mr. Sisk announced that he would be absent at the April 9, 1996, Board of Supervisors' meeting and Vice Chairman Magoon would serve as Chairman.

Mr. Taylor made a motion to recess until Tuesday, April 9, 1996, at 5:00 p.m. for a work session on the Enterprise Zone.

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

The Board recessed at 9:26 p.m.



David B. Norman
Clerk to the Board



THIS PROFFER is made as of the 29th day of April, 1996 from POWHATAN ASSOCIATES, a Virginia joint venture ("Powhatan Associates") and POWHATAN ENTERPRISES, INC., a Virginia corporation ("Powhatan Enterprises") to JAMES CITY COUNTY, VIRGINIA, a Virginia Political Subdivision ("the County"). The record owner from time to time of the Property (as hereinafter defined) is herein referred to as "the Owner".

RECITALS

- A. Powhatan Associates is the current record owner of certain real property in James City County, Virginia, a description of which is attached as Exhibit "A" ("the Property").
- B. The Property is currently zoned Residential Planned Unit Development, PUD-R ("the Existing Use") for which all conditions relating to the Property are hereby replaced in their entirety by these Proffers.
- C. Powhatan Associates has applied for a rezoning of the Property to Residential Planned Community, R-4 with proffers in accordance with the proffers approved by the County on March 26, 1996 by resolution for Zoning Case No. Z-6-95 ("the Proposed Use").
- D. Upon approval by the County of the Proposed Use, Powhatan Associates has agreed to convey the Property to Powhatan Enterprises, Inc., in consideration of Powhatan Enterprises conveying certain property to the County for the construction of certain road improvements, all as more particularly described in Zoning Case No. Z-6-95.
- E. The County Zoning Administrator has determined in writing that the addition of the Property to the Master Plan described in Zoning Case No. Z-6-95 will not adversely affect the ability of Powhatan Enterprises to develop under the previously approved number of residential units, square footage and open space on it's currently approved Master Plan and that open space for development under that Master Plan shall be calculated in the manner as stated by

the Ordinance in effect on February 2, 1987 but that the Property added to the Master Plan would have to comply with the Residential Planned Community, R-4 Zoning District in effect at the time of the rezoning. The County Zoning Administrator's determination above described is evidenced by letter dated April 23, 1996 attached as Exhibit "B".

PROFFERS

1. For and in consideration of the approval by the County of the Proposed Use and pursuant to § 15.1-491.1 et seq of the Code of Virginia, 1950, as amended, and § 20-18 of the James City County Code, the Owner of the Property agrees that it will meet and comply with the proffers for Zoning Case No. Z-6-95 in developing the Property, which proffers are hereby incorporated by reference. In the event the Proposed Use is not approved by the County or in the event any appeal from said approval is noted within 30 days after said approval, these Proffers shall thereupon become null and void.

MISCELLANEOUS

2. All section and subsection headings of those Proffers are for convenience only and are not part of these proffers.

3. The Property will be developed in accordance with the Master Plan for Zoning Case No. Z-6-95 as revised by the addition of the Property as part of this rezoning. The Owner may from time to time, in final subdivision plats or site plans submitted to the County, relocate specific areas shown on the Master Plan (provided that such relocations are permitted by the County's Zoning Ordinance and this proffer) and provided that the Planning Director determines that said relocations do not alter the basic concept or character of the development.

4. These proffers are further subject and inferior to the vested rights under Zoning Case No. Z-6-95. Any conflict between the terms of these proffers and said vested rights shall be resolved in favor of said vested rights and any appeal from the approval of these proffers shall

not affect said vested rights.

5. The rights and responsibilities of Powhatan Enterprises and Powhatan Associates shall inure to and be binding upon their respective successors and assigns.

6. If any clause, sentence, paragraph, section or subsection of these Proffers shall be adjudged by any Court of competent jurisdiction to be invalid for any reason, including a declaration that it is contrary to the Constitution of this Commonwealth or of the United States, or if the application thereof to the Owner or to any government agency or circumstance is held invalid, such judgment or holding shall be confined in its operation to the clause, sentence, paragraph, section or subsection hereof or the specific application thereof, directly involved in the controversy in which the judgment or holding shall have been rendered or made, and shall not in any way affect the validity of any other clause, sentence, paragraph, section or subsection hereof, or affect the validity of the application thereof to the Owner or to any other government agency, person or circumstance.

**POWHATAN ASSOCIATES, a Virginia joint
venture, by Bush Construction Company**

By: Marc B. Sharp (SEAL)
Marc B. Sharp, Executive Vice President

POWHATAN ENTERPRISES, INC.

By: Lawrence E. Beamer (SEAL)
Lawrence E. Beamer, President

MAR 1996

RECEIVED
PLANNED DEVELOPMENT

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012304

THIS PROFFER is made as of the 11th day of March, 1996, by POWHATAN ENTERPRISES, INC., a Virginia corporation ("Powhatan") to JAMES CITY COUNTY, VIRGINIA, a Virginia Political Subdivision ("the County").

RECITALS

A. Powhatan is the owner of certain real property in James City County, Virginia, commonly known as "Powhatan Secondary", a description of which is attached as Exhibit "A" ("the Property").

B. The Property is currently zoned Residential Planned Community, R-4, pursuant to a resolution adopted by the County's Board of Supervisors on February 2, 1987, for Case No. MP-3-86 ("the Existing Use") for which all conditions thereto have been replaced in their entirety by these Proffers.

C. The County, the Route 5 Transportation Improvement District ("the District") and the Virginia Department of Transportation ("VDOT") and each of them desire to make certain road improvements, portions of which will be located within the Property. The aforesaid road improvements are more particularly described in the letters from each of the County, the District and VDOT attached collectively as Exhibit "B".

D. Powhatan has agreed to grant to the County the fee simple title to the necessary rights-of-way and grant to the District the option to acquire certain additional property all for the construction of the aforesaid road improvements in substantially the form of the deeds and the Option Agreement dated the date hereof collectively attached as Exhibit "C" ("the Right of Way Documents").

E. The Existing Use of the Property is a valid non-conforming use which has been verified in writing by the County's Zoning Administrator pursuant to the provisions of Section 20-634 (a) & (b) of the County's Zoning Ordinance as evidenced by a letter dated March 11, 1996, from the County's Zoning Administrator attached as Exhibit "D".

F. In order to accommodate the aforesaid road improvements, Powhatan desires to change, alter, relocate and expand the non-conforming use in the manner hereinafter described pursuant to the provisions of Section 20-630 (b) of the County's Zoning Ordinance and, in addition, to offer to the County certain conditions on the development of the Property not generally applicable to lands zoned R-4 for the protection and enhancement of the community and to provide for the high quality and orderly development of the Property in accordance with certain provisions of the Residential Planned Community, R-4 Ordinance of the County in effect as of February 2, 1987, ("the Proposed Use").

G. The County's Zoning Administrator has determined in writing that the Proposed Use is more restricted than the Existing Use after considering the following:

- Whether the Proposed Use will change the size and scope of the existing use and the magnitude of such change.
- Whether the Proposed Use will increase the intensity of the non-conforming use, including hours of operation, traffic, noise and similar impacts.
- Whether the Proposed Use will have a more or less detrimental effect on conforming uses in the neighborhood; and
- How the quantum effect of the factors evaluated above relate to the purpose, policies and objectives of this chapter.

The County's Zoning Administrator's determination is evidenced by a letter dated March 11, 1996 attached as Exhibit "E".

H. Powhatan has entered into an option agreement for the "Commercial Phase 4" area of the Property with Nusbaum Associates, L.P. which specifically provides that "Nusbaum contemplates that the shopping center which will be constructed on the property will generally be compatible in quality to the Laburnum, Westpark, or Harbour Point Shopping Centers located in the Richmond, Virginia area."

PROFFERS

NOW, THEREFORE, for and in consideration of the approval by the County of the Proposed Use and pursuant to Section 15.1-491.1, et seq. of the Code of Virginia, 1950, as amended, and Section 20-18 of the James City County Code, Powhatan agrees that it will meet and comply with all of the following conditions in developing the Property. In the event the Proposed Use is not approved by the County or in the event any appeal from said approval is noted within 30 days after said approval, the Right of Way Documents and all of these Proffers shall thereupon become null and void.

MASTER PLAN

1. Powhatan will develop the Property in accordance with the Master Plan prepared by Langley and McDonald dated July, 1982, entitled "Master Plan of Powhatan" with revisions of 6/2/86, 6/6/86, 6/10/86, 1/26/87, 3/30/89, 11/25/94, 12/15/95, and 2/29/96, marked as Exhibit "F" ("the Master Plan").

TRAFFIC IMPROVEMENTS BY POWHATAN

2. Powhatan shall provide for a traffic signal at the commercial entrance off Alternate Route 5 between points 2 and 3 at point 9 shown on the Master Plan and shown on a plan entitled "Powhatan Secondary Commercial Entrance Location" dated 12/15/95, prepared by Langley and McDonald marked as Exhibit "G" ("the Commercial Entrance Plan").

CHANGES IN AREA DESIGNATIONS

3. As shown on Exhibit H, the following numbered areas under the Existing Zoning shall become part of the areas designated:

Area No. 1 shall become part of "D Density".

Area No. 2, Church Site (3.5 acres), shall become part of "Commercial Phase 4".

Area No. 3 shall become part of "Commercial Phase 4".

The area within the roadway between Areas 2 and 3 shall become part of "Commercial Phase 4".

Area No. 4 shall become part of "Commercial/Office".

4. As a result of the changes noted above, the following changes in land utilization shall occur.

LAND UTILIZATION TABLE					
AREA DESIGNATION	TYPE	ACRES	UNITS	OPEN SPACE	DENSITY
A	DETACHED SINGLE FAMILY	262.9	482	51.78	1.83 DU/AC
A	ATTACHED OR DETACHED RESIDENCES	9.8	18	2.4	1.83 DU/AC
B	TOWNHOMES	51	445	21.5	8.73 DU/AC
D	APARTMENTS	45.4	540	25.5	11.89 DU/AC
	RECREATIONAL	45.2	-	45.2	-
	COMMERCIAL PHASE 4 - (410,000 S.F.)	44	-	-	-
	COMMERCIAL/OFFICE	7.6	-	-	-
	COUNTY	17.4	-	18.4	-
	MAJOR ROADS	23.74	-	23.5	-
	L.P.Z. 613 & 615	8.8	-	8.8	-
	RT. 5 RELOCATION	8.9	-	8.9	-
	RT. 613 RELOCATION	2.84	-	2.84	-
	RT. 199/MONTICELLO AVE. EXTENDED	3.2	-	3.2	-
	TOTAL	530.78	1485	212.02	2.80 AVG

Unit numbers can be transferred between parcels of like designation to meet total numbers indicated in the Land Utilization Table, provided that the individual areas do not exceed the density limits established by the R-4 Ordinance in effect in February, 1987.

CASH PAYMENT BY POWHATAN

5. Powhatan shall make the following cash payment to the County: \$64,000.00 upon the expiration of 30 days after the approval by the County of the Proposed Use, with no appeal from said

approval being noted within said 30 days, which money shall be used by the County and/or the District and/or VDOT toward the costs of installation of curb and gutter on both sides of the roadway between points 2 and 3 and between points 2 and 4 on the Master Plan. This work shall be accomplished in conjunction with the following to be performed by the County and/or the District and/or VDOT: the relocation and development of State Route 613 (News Road) between points 2 and 5 and between points 6 and 7, and a full commercial entrance to the "Commercial/Office" area east of point 6 all as shown on the Master Plan; in addition, traffic signals at the intersections of realigned News Road at Alternate Route 5 at point 2 on the Master Plan and at Powhatan Parkway at Ironbound Road at point 4 on the Master Plan; storm drainage systems (including but not limited to underground pipes, drop inlets and detention basins adequate to serve all of the requirements (including but not limited to those of the Chesapeake Bay Preservation laws, ordinances, rules and regulations) of the County, the District and VDOT as well as the requirements of the area designated "Commercial Phase 4" area on the Master Plan, curb and gutter on both sides of the roadway between points 2 and 3 and between points 2 and 6 all as shown on the Master Plan (all of which shall be subject to minor relocation consistent with good traffic engineering) and such other improvements and traffic signals as may be necessary to the News Road, Powhatan Parkway and Ironbound Road corridors.

ABANDONMENT OF EXISTING ROADS REPLACED

6. Powhatan shall cooperate with VDOT and/or take all action necessary to vacate existing roads which are replaced as indicated on the Master Plan including but not limited to that portion of News Road between points 5 and 7 and a portion of Ironbound Road between points 4 and 13 shown on the Master Plan and the residue of right of way remaining at the existing intersection of Powhatan Parkway and Powhatan Secondary after the realignment and construction of the new roadways as shown on Exhibits "F" and "H" to the end that the fee simple title to the areas vacated shall revert without cost to the adjacent property owner(s).

CONVEYANCES BY POWHATAN TO THE COUNTY, THE DISTRICT & VDOT

7. Powhatan shall execute and deliver the Right of Way Documents in substantially the form as described in Exhibit "C". In addition, Powhatan shall convey that portion of the Property described on Exhibit I to the County in exchange for property to be conveyed by Powhatan Associates, Inc. to Powhatan and described on Exhibit J. In addition, Powhatan shall convey to the County that portion of the Property described on Exhibit "K". All conveyances shall be made when indicated on Exhibit "C".

LANDSCAPE PRESERVATION ZONES - OPEN SPACES - RECREATION FACILITIES

8. A Landscape Preservation Zone ("L.P.Z.") as defined on the Master Plan shall be provided along both sides of News Road from point 6 to point 15 on the Master Plan and from point 6 to Jesters Lane, but only on the westerly side of said road between points 6 and Jesters Lane as shown on the Master Plan. The L.P.Z. shall be a minimum of 40 feet in width. The 40 feet shall be measured from a line which is 30 feet from the existing centerline of News Road and the centerline of relocated News Road unless the right of way is less than 60 feet (between point 6 and Jester's Lane on the Master Plan) then it will be measured from a line which is 25 feet from the centerline. Notwithstanding the Landscape Preservation Note on the Master Plan, the owner(s) of said areas within any L.P.Z. may cut and remove dead, dying, diseased or damaged trees and, in addition, remove such trees as may be necessary for the installation of utilities, drainage facilities, signage and entrances as may be permitted by the Development Review Committee. The L.P.Z. between points 6 and 15 on the Master Plan may include up to 15 feet on each side of the road for future widening beyond the existing 60 foot right of way. In lieu of an L.P.Z. along the perimeter of the "Commercial Phase 4" area of the Property, the landscaping plan for the "Commercial Phase 4" area of the Property shall provide for perimeter landscaping between points 4 and 13 and points 6 and 13 on the Master Plan and said

landscaping plan shall be subject to the approval of the Director of Planning or the Development Review Committee.

9. A trail or L.P.Z. shall be created along the bank of the proposed 6.9 acre lake to allow for fishing, etc. but only when, as and if said lake is created.

10. Pedestrian ways and/or other open space shall be provided as a part of each final plan for each residential section in order to meet the required open space established in the Master Plan.

11. In each area proposed for multi-family or townhouse development, additional recreational facilities shall be provided as approved by the County's Development Review Committee. Other recreational facilities shall be provided in accordance with the plan entitled "Plan For Transfer Of Recreational Land To Powhatan Homeowner's Association, Revised June 17, 1993, marked as Exhibit "L" ("The Recreational Land Plan"). The Recreational Land Plan may be amended by Powhatan with the approval of the Development Review Committee of the County's Planning Commission.

12. Powhatan shall deliver for review and approval by the County Attorney restrictive covenants in sufficient form to provide for the creation and collection of assessments for the maintenance and improvement of all areas to be owned by the Powhatan Homeowner's Association including, but not limited to, common open space, recreation areas, sidewalks, parking, private streets and areas designated L.P.Z.

LIMITATION ON ENTRANCES

13. No additional entrances beyond those shown on the Master Plan shall be permitted between points 4 and 15 and between point 6 and Jester's Lane shown on the Master Plan. Other than the Commercial Entrance shown on Exhibit G which shall be located as shown, wherever the Master Plan shows more than one entrance to any road, the number and location of additional entrances beyond one entrance per road (including those additional entrances shown on the Master Plan) within the "Commercial Phase 4" area and the "Commercial/Office" area shall be subject to the approval of the Development Review Committee.

MISCELLANEOUS

14. Upon approval of the Proposed Use by the County and upon the expiration of 30 days thereafter with no appeal from said approval being noted within said 30 days, the numbered conditions set forth in the resolution adopted by the County's Board of Supervisors on February 2, 1987, for Case No. MP3-86 shall become of no further force and effect.

15. All section and subsection headings of this Proffer are for convenience only and are not part of these proffers.

16. The Property will be developed in accordance with the Master Plan and Exhibit E. The Owner may from time to time, in final subdivision plats or site plans submitted to the County, relocate specific areas shown on the Master Plan (provided that such relocations are permitted by the County's Zoning Ordinance and this proffer) and provided that the Planning Director determines that said relocations do not alter the basic concept or character of the development.

17. These proffers are further subject and inferior to the Owner's vested rights pursuant to subdivision plans previously approved by the County. Any conflict between the terms of these proffers and the Owner's vested rights shall be resolved in accordance with the Owner's vested rights.


18. Subject to paragraph 19, the rights and responsibilities of Powhatan shall inure to and be binding upon its respective successors and assigns.

19. Notwithstanding anything in these proffers to the contrary, the failure by Powhatan to comply with one or more of the conditions of these proffers in developing the Property which failure does not specifically apply to portions of the Property transferred to a bona fide purchaser for value ("Transferred Portions") will not affect the right of such subsequent owner or owners of Transferred Portions of the Property to develop such Transferred Portions owned by them, in accordance with these proffers and other applicable provisions of the County's Zoning Ordinance.

20. The owners of the "Commercial Phase 4" area and the "Commercial/Office" area shall have the right, from time to time by recorded instrument in the Clerk's Office of the County, to designate to subdivided portions of the "Commercial Phase 4" area and the "Commercial/Office" area the maximum amount of square feet of commercial development that may be developed on such subdivided portion or portions thereof so long as: (1) the aggregate amount of square feet so designated does not exceed a total of 410,000 square feet on the "Commercial Phase 4" area; and (2) the aggregate amount of square feet of commercial or office floor area permitted on the "Commercial/Office" area shall not exceed a total of 62,000 square feet. No commercial uses shall be permitted on the "Commercial/Office" area if the I.T.E. trip generation for such commercial use per square foot exceeds the I.T.E. trip generation for office use per square foot.

21. If any clause, sentence, paragraph, section or subsection of these Proffers shall be adjudged by any Court of competent jurisdiction to be invalid for any reason, including a declaration that it is contrary to the Constitution of the Commonwealth or of the United States, or if the application thereof to the Owner or to any government agency or circumstance is held invalid, such judgment or holding shall be confined in its operation to the clause, sentence, paragraph, section or subsection hereof or the specific application thereof, directly involved in the controversy in which the judgment or holding shall have been rendered or made, and shall not in any way affect the validity of any other clause, sentence, paragraph, section or subsection hereof, or affect the validity of the application thereof to the Owner or to any other government agency, person or circumstance.

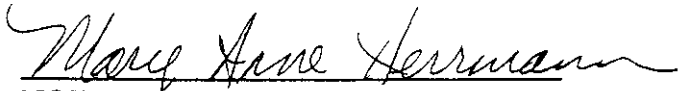
**POWHATAN ENTERPRISES, INC., a
Virginia corporation**

By:  (SEAL)
Lawrence E. Beamer, President

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me this 26th day of March, 1996, by
Lawrence E. Beamer, President of POWHATAN ENTERPRISES, INC., a Virginia corporation,
its officer in its behalf first duly authorized.


NOTARY PUBLIC

My commission expires: 10-31-97

Commissioned as:
Mary Anne O'Connor

LEGAL DESCRIPTION

All that certain tract, piece or parcel of land situate in Berkeley District, James City County, Virginia, containing 539.3534 acres, more or less, as shown and set forth on a plat entitled "PLAT OF A SURVEY OF THE PROPERTY STANDING IN THE NAME OF D. C. RENICK, IRONBOUND ROAD, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA," dated April 1968, and made by Martin, Clifford & Associates, Engineers & Consultants, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City in Plat Book 28, Page 56.

LESS AND EXCEPT the following:

1. 1.13 acres, more or less, conveyed to the Commonwealth of Virginia by Deed dated September 21, 1978, and recorded October 19, 1978, in James City County Deed Book 189, Page 39.
2. Four parcels aggregating 2.44 acres, more or less, conveyed to the Commonwealth of Virginia by Deed dated January 31, 1979, and recorded May 17, 1979, in James City County Deed Book 194, Page 115.
3. .3006 acre, more or less, conveyed to James City Service Authority for a well site by Deed December 19, 1980, and recorded May 5, 1981, in James City County Deed Book 213, Page 226.
4. 18.4 acres, more or less, conveyed to The County of James City by Deed dated February 3, 1981, and recorded May 5, 1981, in James City County Deed Book 213, Page 228.
5. 34.538 acres, more or less, as shown and described on a certain Plat entitled "POWHATAN ENTERPRISES, PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY" dated October 20, 1980, made by Langley and McDonald, Engineers-Planners-Surveyors, and recorded in James City County Plat Book 36, Page 80.
6. 15.7143 acres, more or less, identified as "PARCEL II" and 3.40 acres, more or less, identified as "AREA WITHIN R/W" as shown and described on a Plat entitled "PLAT OF PARCEL II & ACCESS ROAD, BEING A SUBDIVISION OF POWHATAN ENTERPRISES, JAMES CITY COUNTY, VIRGINIA" dated September 25, 1985, made by Langley and McDonald, Engineers-Planners-Surveyors, and recorded in James City County Plat Book 41, Page 85.
7. 22.43 acres, more or less, as shown and described on a Plat entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE II, A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated July 7, 1989, made by Langley and McDonald, Engineers-Planners-Surveyors, and recorded in James City County Plat Book 51, Pages 37 and 38.

Legal Description continued:

8. Lot 17 (0.7291 acre, more or less) and Lot 18 (0.6752 acre, more or less) as shown and described on a Plat entitled "POWHATAN ENTERPRISES, PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE III, JAMES CITY COUNTY, VIRGINIA" dated October 29, 1992, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 57, Page 98.
9. 4.2983 acres, more or less, as shown and described on a certain Plat entitled "PLAT OF 4.2983 ACRE RECREATION SITE BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., HEREBY CONVEYED TO POWHATAN COMMUNITY SERVICES ASSOCIATION, POWHATAN DISTRICT-JAMES CITY COUNTY, VIRGINIA" dated August 31, 1990, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 55, Page 65.
10. Eight (8) parcels aggregating 7.737 acres, more or less, containing landscape protection zones and conservation easements conveyed to the Powhatan Community Services Association by Deed dated March 3, 1993, and recorded in James City County Deed Book 615, Page 287 and described as Parcel II in said Deed and as also shown on a certain Plat entitled "PLAT OF PROPERTY TO BE CONVEYED BY POWHATAN ENTERPRISES, INC. TO POWHATAN COMMUNITY SERVICES ASSOCIATION, POWHATAN DISTRICT-JAMES CITY COUNTY, VIRGINIA" dated July 31, 1990, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 55, Page 64.
11. .3562 acre, more or less, designated as Lot 1 as shown and described on a Plat entitled "PLAT OF LOT 1, POWHATAN OF WILLIAMSBURG SECONDARY, PHASE IV-A, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated August 6, 1993, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 58, Page 2.
12. 7.353 acres, more or less, as shown and described on a Plat entitled "PLAT OF THE CLUSTERS, POWHATAN OF WILLIAMSBURG SECONDARY, PHASE III, BEING A SUBDIVISION OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated October 15, 1993, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 59, Pages 63, 64 and 65.

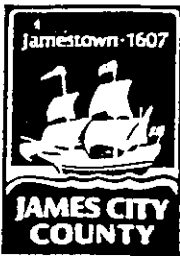
Legal Description continued:

13. 10.3053 acres, more or less, as shown and described on a Plat entitled "PLAT OF WILLIAMSBURG SECONDARY, PHASE IV-A, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated December 20, 1993, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 58, Page 94.
14. Parcel identified as "ENTRANCE EASEMENT TO BE DEDICATED TO V.D.O.T." as shown and described on a Plat entitled "PLAT OF POWHATAN SECONDARY RIGHT OF WAY, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated March 14, 1994, made by Langley and McDonald, P. C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, and recorded in James City County Plat Book 59, Page 66.
15. 1.6432 acres, more or less, as shown and described on a plat entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE I-A, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated August 22, 1995, made by Langley and McDonald, P.C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, recorded in James City County Plat Book 63, Page 33.
16. 8.9001 acres, more or less, as shown and described on a plat entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE V-A, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated August 30, 1995, made by Langley and McDonald, P.C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, recorded in James City County Plat Book 63, Page 31.
17. 9.5572 acres, more or less, as shown and described as plate entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE IV-B, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA" dated September 15, 1995, made by Langley and McDonald, P.C., Engineers-Surveyors-Planners of Virginia Beach and Williamsburg, Virginia, recorded in James City County Plat Book 63, Page 32.

The property described herein is a portion of the property conveyed to Powhatan Enterprises, Inc. by Deed dated December 23, 1977, and recorded in James City County Deed Book 181, Page 361, Deed dated January 24, 1978, and recorded in James City County Deed Book 182, Page 416, and by Deed dated February 19, 1981, and recorded in James City County Deed Book 214, Page 176. It includes parcels (38-3)(1-9), (38-3)(1-9A), (38-3)(1-11), (38-3)(1-12) and (38-3)(1-21) on the James City County tax map.

All those certain tracts, pieces or parcels of land situate in Berkeley District, James City County, Virginia, generally shown as "Parcel P20", "Parcel P18" and "Parcel P21" on a plat entitled "PLAT OF PARCELS ALONG RELOCATED ROUTE 5 CORRIDOR, IN, THROUGH AND ADJACENT TO POWHATAN SECONDARY OF WILLIAMSBURG, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 3/15/96, prepared by Langley and McDonald, P.C.

Being the same property conveyed to Powhatan Enterprises, Inc. by Deed dated March _____, 1996, and recorded in James City County Deed Book _____, Page _____



OFFICE OF COUNTY ADMINISTRATOR

P. O. Box 8784

Williamsburg, Virginia 23187-8784

County Government Center, 101-C Mounts Bay Road
(804)253-6605

EXHIBIT "B"

Board of Supervisors
Perry M. DePue
Jack D. Edwards
Robert A. Magoon, Jr.
David L. Sisk
Stewart U. Taylor

County Administrator
David B. Norman

March 11, 1996

Powhatan Enterprises, Inc.
13441 Warwick Blvd.
Newport News, VA 23602

ATTN: Lawrence E. Beamer, President

Gentlemen:

This letter will confirm our plans to construct the following road improvements as generally shown on your Master Plan prepared by Langley and McDonald, dated November 25, 1994, entitled "MASTER PLAN OF POWHATAN," with revisions of 6/2/86, 6/6/86, 6/10/86, 1/26/87, 3/30/89, 11/25/94, 12/15/95 and 2/29/96 ("the Master Plan"). Said construction is included in the Six Year Secondary Road Improvement Plan adopted by the Board of Supervisors and will be pursued diligently to completion.

- Realigned State Route 613 (News Road) north of Alternate Route 5 between points 2 and 5 shown on the Master Plan which road shall be four lanes in width adjacent to the "Commercial Phase 4" area shown on the Master Plan and shall not be a limited access road but provide full access to the areas of the Property shown on the Master Plan marked "Commercial Phase 4," marked "Commercial Office" and marked "Area B, TWNHS/77 UNITS." The improvements shall include storm drainage systems (including but not limited to underground pipes, drop inlets and detention basins adequate to serve all of the requirements (including but not limited to those of the Chesapeake Bay Preservation laws, ordinances, rules and regulations) of the County, the District, as well as the requirements of the area designated "Commercial Phase 4" on the Master Plan and curb and gutter on both sides of the roadway between points 2 and 6 on the Master Plan.
- Tie in existing News Road to realigned News Road between

EXHIBIT "B"

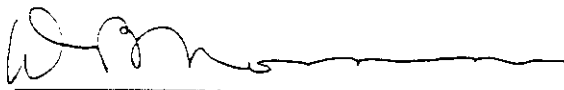
Powhatan Enterprises, Inc.
March 11, 1996
Page 2

- points 6 and 7 shown on the Master Plan.
- Separate left and right turn lanes on News Road at points 2 and 6 shown on the Master Plan when, as and if warranted by VDOT standards.
- Realigned and upgraded News Road between points 8 and 2 on the Master Plan.

The road construction schedule is intended to cause the State Route 613 (News Road) improvements to be completed contemporaneously with the completion of Alternate Route 5 shown on the Master Plan as being between points 3 and 10 and 2 and 4.

Sincerely,

COUNTY OF JAMES CITY



Duly Authorized Agent

DBN/sf

EXHIBIT "B"

March 21, 1996

Powhatan Enterprises, Inc.
13441 Warwick Blvd.
Newport News, VA 23602

ATTN: Lawrence E. Bearer, President


Gentlemen:

This letter will confirm our plans to construct the following improvements concurrently with each other as generally shown on your Master Plan prepared by Langley and McDonald, dated November 25, 1994, entitled "MASTER PLAN OF POWHATAN," with revisions 6/2/86, 6/6/86, 6/10/86, 1/26/87, 3/30/89, 11/25/94, 12/5/95 and 2/29/96 ("the Master Plan").

- Alternate Route 5 between points 1 and 2 shown on the Master Plan and access from Alternate Route 5 to a portion of the Property north of Alternate Route 5 between points 11 and 12 shown on the Master Plan and design only of the entrance road to the portion of the Property south of Alternate Route 5 at point 11 shown on the Master Plan including but not limited to all left and right turn lanes necessitated by said construction. The right-of-way of Alternate Route 5 west of point 11 on the Master Plan shall be 140 feet in width within the corridor designated on a plat entitled "PLAT OF PARCELS ALONG RELOCATED ROUTE 5 CORRIDOR IN, THROUGH AND ADJACENT TO POWHATAN SECONDARY OF WILLIAMSBURG, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 3/15/96, prepared by Langley and McDonald, P.C.
- Traffic signals (when, as and if warranted as determined by VDOT) at the intersection of Alternate Route 5 and the South Loop Road at point 11 on the Master Plan.
- A sidewalk on the south side of Alternate Route 5 from the existing Steeplechase Apartments to the intersection at Point 11; and, a pedestrian crosswalk at the intersection at Point 11, if permitted by VDOT; and, a sidewalk on the north side of Alternate Route 5, if requested by Powhatan Enterprises, Inc., between the intersection at Point 11 and a point across from the starting point of the sidewalk on the south side of Alternate Route 5. Upon mutual agreement of the District and Powhatan Enterprises, Inc., other more suitable pedestrian improvements may be installed, in lieu of the improvements listed above.

Very truly yours,

ROUTE 5 TRANSPORTATION IMPROVEMENT DISTRICT

 (Secretary)
Duly Authorized Agent

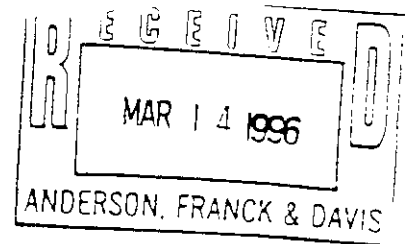
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BOOK 803 PAGE 757



PAGE 4 OF 5



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, 23219DAVID R. GEHR
COMMISSIONERJ. G. BROWDER, JR.
CHIEF ENGINEER

March 5, 1996

Route 199/Monticello Ave. Ext.
Proj: 0199-047-F03, PE-103
RW-205, C-503
James City CountyMr. Alvin Anderson
P.O. Box Q
Williamsburg, Virginia 23187

Dear Mr. Anderson:

As requested at our meeting of February 27 I am providing the following information regarding this Department's plans and schedules. The information provided herein pertains to the proposed roadway improvements through and adjacent to the property owned by Mr. Lawrence Beamer.

The Monticello Avenue Extension will provide four through lanes, two in each direction, with a raised median divider. Median crossovers, left and right turn lanes and pavement stubs will be provided at the previously approved access points. An urban type typical section with an enclosed storm sewer system outfalling to a storm water management facility will be constructed with the project. This work is to be constructed as part of the Route 199 project to be advertised for construction in June of 1996.

The News Road relocation also provides for four lanes, two in each direction, with a median divider. A median crossover is planned at the entrance to the proposed development. The proposed four lanes will extend to the intersection of the relocated and the existing News Road. From the intersection of the Relocated News Road and Monticello Avenue Extended to near the intersection of the relocated and existing News Roads, this improvement will provide an enclosed storm sewer system outfalling to the stormwater management facility provided with the Monticello Avenue Extension. A transition from four to two lanes will occur beyond the limits noted above. This project is currently being designed and is scheduled for advertisement for construction in December of 1996.

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mailed to client on

3/14/96 KCH

WE KEEP VIRGINIA MOVING

18-53

BOOK 803 PAGE 758


Mr. Beamer, Mr. Alan Nusbaum and Mr. James Gresock of S.L. Nusbaum, Mr. Tommy Johnson of Wilcox and Savage and Mr. Norman Mason of Langley and McDonald all agreed to continue their efforts to complete the design and coordination of same for the site. The signal design, conduit and loop detector locations were to be completed and provided. A complete site plan with access points is to be provided to and coordinated with both Mr. John Horne of James City County and Mr. Quinton Elliott. Mr. Steve Lowry of MMM Design Group and Mr. Norman Mason have coordinated the Monticello Avenue Extension plan and profile sufficiently to avoid conflict.

The above statements were requested to allow negotiations between Mr. Beamer and James City County to continue and to resolve any outstanding issues regarding the right of way required to complete these improvements. Other commitments between Mr. Beamer and James City County may be involved. The proposed plans, details and limits of right of way and easements have been provided to James City County for completion of the negotiations.

The construction of Monticello Avenue Extended and of News Road Relocated as described above and on the schedules indicated is contingent on James City County providing the right of way to this Department as they have previously committed. The right of way negotiations and transfer for Monticello Avenue Extended must occur by April 1, 1996 for this project to be advertised in June.

I trust the above addresses the concerns stated at the meeting and allows the negotiations to continue.

Sincerely,


J. G. Browder, Jr.
Chief Engineer

OUTLINE OF RIGHT OF WAY DOCUMENTS

Option Agreement and Deeds ("Right Of Way Documents") dated as of March 11, 1996, from Powhatan Enterprises, Inc. to James City County, Virginia, the Route 5 Transportation District and the Virginia Department of Transportation, as their interests may appear.

Right of Way Documents to include that portion of the Property necessary to construct the following:

- A portion of Alternate Route 5 shown on the Master Plan as being between points numbered 1 and 11 and being 140 feet in width, and between points 11 and 2 being 120 feet in width, a portion of which is more particularly described on that plan entitled "Powhatan Secondary Commercial Entrance Location Dated 12/15/95", prepared by Langley and McDonald ("the Commercial Entrance Plan"), which is attached to and made a part of the Option. *(Conveyance to the County upon rezoning and conveyance of Parcels P18, P20 and P21).*
- Alternate Route 5 (up to 135 feet in width) between points 3 and 10 on the Master Plan, realigned Powhatan Parkway, as shown on Exhibit G, between points 2 and 4 on the Master Plan *(conveyance to Commonwealth of Virginia upon expiration of appeal period from this rezoning)* and realigned News Road (90 feet or the width necessary for actual design) between points 2 and 5 on the Master Plan. *(Conveyance to the County when, as and if plans are completed).*
- Relocation of State Route 613 (News Road) north of realigned News Road between points 6 and 7 on the Master Plan. *(Conveyance to the County when, as and if plans are completed).*
- Small portion of property (to be described) adjacent to southerly portion of intersection at point 2 shown on the Master Plan. *(Conveyance to the County upon rezoning and conveyance of Parcels P18, P20, and P21).*
- Parcel "A-2" containing 1.3 ac.± shown on the Master Plan. *(Conveyance to the County upon rezoning and conveyance of Parcels P18, P20 and P21).*
- Consideration to be paid to Powhatan is \$25,000.00 at time of execution of Option; if additional property required in "arc area", additional monies to be paid at the rate of \$6,000.00 per acre. *(Execution and payment upon rezoning and conveyance of Parcels P18, P20 and P21).*
- Between points 5 and 8 on the Master Plan, the right of way is assumed to be 60 feet in width; however, if the County requires a right of way width of up to 90 feet, such excess right of way shall be taken from and reduce in like amount the Landscape Preservation

Zone along both sides of the road between said points. (*Conveyance to the County when, as and if plans are completed.*)

D E E D

THIS DEED, is made this 11th day of March, 1996, by and between POWHATAN ENTERPRISES, INC., a Virginia Corporation, hereinafter referred to as Grantor, and the COMMONWEALTH OF VIRGINIA, hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does grant and convey with **GENERAL WARRANTY** and **ENGLISH COVENANTS OF TITLE** unto the Grantee, the following described property, to-wit:

Being as shown on sheets 8B and 8C of the plans for Route 199, State Highway Project 0199-047-F03, RW206 and lying on both sides of the centerline to be used, from the existing north right of way line of present Powhatan Parkway at approximate Powhatan Parkway survey baseline Station 104+45 to the existing west right of way line of present Route 616 at approximate office revised baseline Monticello Ave. Ext. Station 119+90, including connection with Powhatan Parkway, and containing 5.45 acres, more or less, land. Said connection being further described as follows: lying on both sides of Powhatan Parkway relocated survey baseline, from a point at approximate Station 101+60 to a point at approximate Station 103+15, thence lying on the east (left) side of Powhatan Parkway survey baseline from the last said station to the existing north right of way line of present Ironbound Rd., opposite approximate Station 106+00. Together with the permanent non-exclusive right to use the additional areas shown as being required for the proper construction and maintenance of a stormwater management facility from opposite approximate Powhatan Parkway baseline Station 101+22 (left) to Station 107+50 as indicated on the above referenced plans, containing 3.23 acres, more or less. Together with the temporary right and easement to use the additional areas shown as being required for the proper construction of cut and/or fill slopes and containing 2.82 acres, more or less. Said temporary easement will terminate at such time as the construction of the aforesaid project is completed; and being a part of the same land acquired by the Grantor, deeds recorded in Deed Book 181, Page 361, et. seq., Deed Book 182, Page 416, et. seq. and Deed Book 214, Page 176, et. seq. in the office of the Clerk of the Circuit Court of James City County.

This conveyance is made subject to all easements, restrictions and limitations of record or apparent on the ground.

~~1 of 2~~

THE TAXES IMPOSED BY § 58.1-802 OF THE CODE OF VIRGINIA SHALL NOT
APPLY PURSUANT TO § 58.1-811(C) (4) OF SAID CODE

WITNESS the following signatures and seals:

POWHATAN ENTERPRISES, INC.

By: _____ (SEAL)
Lawrence E. Beamer, President

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me by Lawrence E. Beamer, President of
and acting on behalf of Powhatan Enterprises, Inc. this _____ day of March, 1996.

NOTARY PUBLIC

My commission expires: _____

C:\MENU\POWHATAN\DEED.WPD

D E E D

THIS DEED, is made this 18th day of March, 1996, by and between POWHATAN ENTERPRISES, INC., a Virginia Corporation, hereinafter referred to as Grantor, and JAMES CITY COUNTY, VIRGINIA, a Virginia political subdivision, hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does grant and convey with **GENERAL WARRANTY** and **ENGLISH COVENANTS OF TITLE** unto the Grantee, the following described property, to-wit:

All those certain pieces or parcels of property lying and being in Berkeley District, James City County, Virginia, and more particularly shown and set forth as "Parcel P1", "Parcel P14", "Parcel P9", "Parcel P4", and "Parcel P7", on that certain plat entitled "PLAT OF PARCELS ALONG RELOCATED ROUTE 5 CORRIDOR IN, THROUGH AND ADJACENT TO POWHATAN SECONDARY OF WILLIAMSBURG, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 3/15/96, prepared by Langley and McDonald, P.C., a copy of which plat is attached hereto, made a part hereof, and incorporated herein by reference; and being a part of the same land acquired by the Grantor, by deeds recorded in Deed Book 181, Page 361, et. seq., Deed Book 182, Page 416, et. seq. and Deed Book 214, Page 176, et. seq. in the Office of the Clerk of the Circuit Court of James City County, Virginia.

This conveyance is made subject to all easements, restrictions and limitations of record or apparent on the ground.

THE TAXES IMPOSED BY § 58.1-802 OF THE CODE OF VIRGINIA SHALL NOT
APPLY PURSUANT TO § 58.1-811(C) (4) OF SAID CODE

WITNESS the following signatures and seals:

POWHATAN ENTERPRISES, INC.

By: _____ (SEAL)
Lawrence E. Beamer, President

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me by Lawrence E. Beamer, President of and acting on behalf of Powhatan Enterprises, Inc. this _____ day of March, 1996.

NOTARY PUBLIC

My commission expires: _____

OPTION AGREEMENT

THIS OPTION AGREEMENT, made this 11th day of March, 1996, between POWHATAN ENTERPRISES, INC., a Virginia corporation ("the Seller"); and THE ROUTE 5 TRANSPORTATION IMPROVEMENT DISTRICT, a district created by the County of James City, Virginia, pursuant to Section 15.1-791.1 of the Code of Virginia, 1950, as amended ("the Buyer").

1. OPTION GRANTED. The Seller hereby grants to the Buyer the option to purchase the real estate described in paragraph 2 hereof for the sum designated in paragraph 16A hereof upon the terms and conditions set forth in this agreement (all hereinafter called "the Option").

2. PROPERTY. The real estate described on Exhibit "A" and all improvements thereon, if any, located in the County of James City (all hereinafter called "the Property") shall be the subject of this Option.

3. PRICE OF OPTION. The price of the Option for the initial term specified in paragraph 4 hereof is TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), which sum shall be paid by the Buyer to the Seller upon the commencement of the said initial term. This sum shall become non-refundable upon the commencement of the initial term of the Option.

4. INITIAL TERM OF OPTION. The initial term of the Option extends from the date hereof until July 1, 1998. Time is of the essence as to the initial term of the Option.

5. RENEWAL TERMS OF OPTION. This Option may be renewed for up to eighteen (18) consecutive additional terms of one month each extending in the aggregate from the expiration of the initial term until January 1, 2000, upon the payment of an additional sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for each additional one (1) month term by the Buyer to the Seller during the preceding term of the Option then in effect. These sums paid for (all of) the renewal term(s) of the Option are also non-refundable. Time is of the essence as to the renewal term(s) of the Option. No renewal of the Option shall be permitted beyond the eighteen renewal term(s), the last of which expires January 1, 2000.

6. **ABANDONMENT OF OPTION.** Notwithstanding the provisions of paragraphs 4 and 5 hereof, if Buyer adopts a resolution abandoning further studies and surveys for development of the Property for alternate Route 5, the term of the Option then in effect shall thereupon terminate. No portion of the monies paid for either the initial term or the renewal term(s) shall be refunded in such event. Buyer agrees to execute such documents as may reasonably be required by Seller to evidence such termination of the Option. Buyer agrees to keep Seller apprised of its efforts to develop the Property.

7. **NOTICE OF EXERCISE OF OPTION.** Notice of exercise of the Option shall be given by the Buyer to the Seller, in writing, by certified mail, return receipt requested, addressed to the Seller at the following address:

Powhatan Enterprises, Inc.
Attn: Lawrence E. Beamer
13441 Warwick Blvd.
Newport News, VA 23602

In order to be effective, the notice aforesaid must be postmarked during the initial term of the Option or the renewal term, if any, then in effect. Time is of the essence as to this term of the Option.

8. **FAILURE TO EXERCISE OPTION.** If the Buyer shall not exercise the Option, give notice thereof as herein provided, within the time limit specified, then the Option shall become null and void, and the Option money paid by Buyer for the initial term of the Option and renewal term(s), if any, shall be retained by the Seller, free of all claims of the Buyer.

9. **ENTRY ONTO PROPERTY DURING OPTION TERM OR RENEWAL TERMS.** During the initial term of the Option and the renewal term(s), if any, Seller shall permit the Buyer, its agents, employees and independent contractors to enter upon the Property to make all engineering, soils, environmental, archeological, feasibility and other studies, inspections, audits, evaluations and surveys as Buyer deems reasonably necessary for the development of the Property for alternate Route 5. The Buyer shall promptly reimburse Seller for all damages to the Property, if any, arising out of such

studies and surveys and shall indemnify, defend and hold the Seller harmless from any and all lien claims, injury to persons, liabilities and damage to the Property arising out of such studies and surveys. These particular provisions shall survive any termination of the Option.

10. GOVERNMENTAL APPROVALS, PERMITS AND UTILITIES. During the initial term of the Option and the renewal term(s), if any, Seller shall cooperate with Buyer, its agents, employees, and independent contractors (but shall not be obligated to expend any funds) in securing all approvals and other permits as Buyer deems reasonably necessary for the development of the Property for construction of alternate Route 5.

11. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants the following to the Buyer:

A. The purchase price payable at settlement as hereinafter specified will be sufficient to obtain the release of all liens against the Property.

B. The Property is not subject to any option contract or other sales contract pursuant to which any other party has any right to purchase any interest in the Property or any part thereof.

C. There are no leases relating to or affecting the Property.

D. Seller is a corporation in good standing under the laws of the state of Virginia with power and authority to enter into this agreement and is not prohibited from entering into this agreement by any agreement to which it is a party.

E. Seller has no actual knowledge of any pending or threatened judicial, municipal or administrative proceedings affecting Seller or any portion of the Property or affecting Seller's right to sell the Property.

F. Seller has no actual knowledge of any violation of any wetlands or environmental laws or other zoning, subdivision or land use laws on the Property.

G. Seller has no actual knowledge of any Hazardous Materials (as defined in Exhibit "B") on the Property other than incidental or trace quantities not in violation of Environmental Requirements

(as also defined in Exhibit "B") and Seller has no actual knowledge that the Property has been used for the manufacturing, storage, discharge, release or disposal of hazardous materials.

H. No bankruptcy or similar proceedings are pending or threatened against Seller.

12. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants the following to Seller:

A. Buyer is a district created by the County of James City, Virginia pursuant to Section 15.1-791.1 of the Code of Virginia, 1950, as amended.

B. There are no actions, suits or proceedings pending against Buyer which relate to this agreement or affect Buyer's ability to perform hereunder.

C. Buyer has no actual knowledge of any pending or threatened judicial, municipal or administrative proceedings affecting Buyer or any portion of the Property or affecting Buyer's right to purchase the Property.

D. Buyer has no actual knowledge of any violation of any wetlands or environmental laws or other zoning, subdivision or land use laws on the Property.

E. Buyer has no actual knowledge of any Hazardous Materials (as defined in Exhibit "B") on the Property other than incidental or trace quantities not in violation of Environmental Requirements (as also defined in Exhibit "B") and Buyer has no actual knowledge that the Property has been used for the manufacturing, storage, discharge, release or disposal of hazardous materials.

F. No bankruptcy or similar proceedings are pending or threatened against Buyer.

13. **SELLER'S COVENANTS.** Seller makes the following covenants to Buyer:

A. Seller will not mortgage, pledge or subject the Property, or any part thereof, to a lien or other encumbrance unless the instrument creating such lien or encumbrance expressly provides that the lien or encumbrance is subordinate to Buyer's rights under this agreement and unless such lien or encumbrance can be released upon payment of the purchase price that will be available at settlement, after the satisfaction of all other liens or encumbrances.

B. Seller will not subject the Property, or any portion thereof, to any option contract, sales contract, lease or other agreement pursuant to which any party shall have any rights with respect to the Property or any portion thereof unless such option contract, sales contract, lease or other agreement is expressly made subject and inferior to this Option by written agreement.

C. Seller will not incur any obligation to county or state authorities with respect to any portion of the Property which will be binding on the Property or dedicate any part of the Property or improve any part of the Property without first disclosing such proposed obligation and/or improvement to Buyer and consulting with Buyer prior to the creation of any such obligation and/or improvement.

14. **BUYER'S COVENANTS.** If this Option is not exercised, Buyer agrees to turn over to Seller all test results, environmental and archeological studies and other reports developed by Buyer in its investigation of the Property. Such reports shall be turned over without charge or expense to Seller.

15. **CONDEMNATION OF THE PROPERTY:** If all of the Property shall be taken under the power of eminent domain, this Option shall thereupon terminate. If any portion of the Property shall be taken under the power of eminent domain during the initial term of the Option or the renewal term(s), if any, the Option shall continue in effect as to the remaining portion of the Property and all monies paid as a result of said taking shall be held by Anderson, Franck & Davis, P.C. in escrow until settlement. If the Option is exercised, all such monies shall be paid to the Buyer upon settlement. If the Option is not exercised, all such monies shall be paid to the Seller upon termination of the term(s) of the Option.

16. TERMS OF CONTRACT OF SALE. If Buyer exercises the Option and gives notice of the exercise of the Option as herein provided, within the time limit specified, this Agreement shall automatically constitute a contract of sale between the Buyer and the Seller upon the following additional terms and conditions:

A. Purchase Price. The purchase price shall be SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) per acre or portion thereof of the Property.

B. Terms of Payment. The purchase price shall be paid in cash at settlement subject to the reductions specified in subparagraphs (C) and (G) hereof.

C. No Credit of Option Money. If the Buyer exercises the Option and gives notice as provided herein, no money paid for the initial term and renewal term(s) of the Option, if any, shall apply to and reduce in like amount the balance in cash at closing.

D. Conveyance. Except as hereinafter provided, Seller agrees to convey marketable, fee simple title to the Property to the Buyer, insurable for both the Buyer and its mortgagee by Lawyers Title Insurance Corporation or other acceptable national title insurer at normal rates by General Warranty Deed with English Covenants of Title, free and clear from all encumbrances, tenancies, liens or limitations of record or apparent on the ground, except for the following:

- i. The lien for current year's real estate taxes which shall be prorated at settlement.
- ii. All encumbrances (exclusive of all liens) and/or limitations currently of record or apparent on the ground not inconsistent with the provisions hereof.
- iii. Such state of facts as would be revealed by an inspection and survey of the Property.

E. Seller's Deed. Seller further agrees to pay the expenses of preparing the deed of conveyance and the recordation tax applicable to the Seller with Buyer paying all other recordation costs. Seller agrees to deliver possession of the Property to Buyer on the date of settlement.

F. **Settlement.** Settlement shall be made at the offices of ANDERSON, FRANCK & DAVIS, P.C., 1200 Old Colony Lane, Williamsburg, Virginia, within ninety (90) days after the date of the exercise of the Option or within such later time as all necessary papers can be prepared. Time is not of the essence as to this provision of the Option.

G. **Proration.** All taxes, interest, and rent, if any, shall be prorated as of the date of settlement and shall apply to and reduce in like amount the balance in cash at closing. Seller will be responsible for paying all taxes deferred, if any, under the James City County Land Use Assessment Ordinance for all periods prior to settlement.

H. **Risk of Loss.** All risk of loss or of damage to the Property (including but not limited to loss or damage to merchantable timber) by fire, windstorm, casualty, or any other cause is assumed by Seller until settlement.

I. **Real Estate Brokerage Commission.** No broker or other commission agent is due any fee in connection with the execution of the Option and the exercise of the Option and settlement, if any.

J. **Seller's and Buyer's Representations and Warranties.** All of Seller's and Buyer's Representations and Warranties specified in paragraphs 11 and 12 hereof shall be true and correct in all material reports as of settlement.

17. **EXERCISE OF OPTION ON PORTION OF PROPERTY.** Upon further formal written agreement of the parties specifically referencing this term of the Option, Buyer may exercise the Option on a mutually agreed upon specific portion of the Property provided that the purchase price shall be mutually agreed upon based on the size, shape, terrain and location of said portion.

18. **APPLICABLE LAW.** The Option shall be construed, interpreted, and implied according to the law of Virginia, and it shall be binding upon and shall enure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

19. SUCCESSORS, NUMBER, GENDER. The terms and agreements hereof shall apply to and bind the heirs, executors, administrators, successor and assigns of the respective parties. Wherever used herein, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all other genders.

20. MISCELLANEOUS. This agreement shall not be construed more strictly against one party than the other by virtue of the fact that it may have been prepared by Counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this agreement. The captions and paragraph headings are for convenience only and shall not be used in construing or enforcing any of the provisions of this agreement. This agreement may be executed in two or more counterparts, each of which shall be deemed an original hereof, but all which, together, shall constitute a single agreement. This agreement is executed under "seal".

21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and may not be modified or changed except by written instrument executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals:

POWHATAN ENTERPRISES, INC.
A VIRGINIA CORPORATION

By: _____ (SEAL)
Lawrence E. Beamer, President

Date: March 11, 1996

THE ROUTE 5 TRANSPORTATION IMPROVEMENT DISTRICT

By: _____ (SEAL)

Date: March 11, 1996

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me this _____ day of March, 1996, by Lawrence E. Beamer, President of POWHATAN ENTERPRISES, INC., a Virginia corporation, its officer in its behalf first duly authorized.

NOTARY PUBLIC

My commission expires: _____

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me this _____ day of March, 1996, by
_____, _____ of THE ROUTE 5 TRANSPORTATION
IMPROVEMENT DISTRICT of James City County, Virginia, its officer in its behalf first duly authorized.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

All that certain piece or parcel of property lying and being in Berkeley District, James City County, Virginia, and more particularly shown and set forth as "Parcel P13" on that certain plat entitled "PLAT OF PARCELS ALONG RELOCATED ROUTE 5 CORRIDOR IN, THROUGH AND ADJACENT TO POWHATAN SECONDARY OF WILLIAMSBURG, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 3/15/96, prepared by Langley and McDonald, P.C., a copy of which plat is attached hereto, made a part hereof, and incorporated herein by reference; and being a part of the same land acquired by the Grantor, by deeds recorded in Deed Book 181, Page 361, et seq., Deed Book 182, Page 416, et seq. and Deed Book 214, Page 176, et seq. in the Office of the Clerk of the Circuit Court of James City County, Virginia.

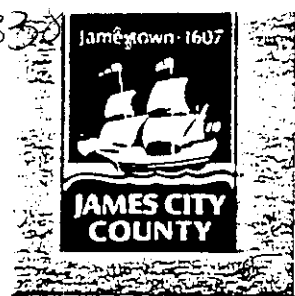
EXHIBIT "B"

ENVIRONMENTAL DEFINITIONS

Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

Environmental Requirements. "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

330



DEPARTMENT OF DEVELOPMENT MANAGEMENT
P. O. Box 8784
Williamsburg, Virginia 23187-8784
County Government Center, 101-E Mounts Bay Road

Development Manager
(804) 253-6671

Code Compliance
253-6623

County Engineer
253-6673

Planning
253-6685

Integrated Pest Management
253-2620

EXHIBIT "D"

March 11, 1996

Mr. Lawrence E. Beamer, President
Powhatan Enterprises, Inc.
13441 Warwick Boulevard
Newport News, VA 23602

RE: Case No. MP-3-86. Powhatan Secondary

Dear Mr. Beamer:

I have examined the Master Plan prepared by Langley and MacDonald, dated July, 1982 with revision dates of 6/2/86, 6/6/86, 6/10/86 and 1/26/87 ("the Master Plan"), and the Resolution of the James City County Board of Supervisors approving the Master Plan, adopted on February 2, 1987 for Case No. MP-3-86 ("the Resolution") (collectively "the Non-conforming Use"). Based upon my examination and pursuant to the provisions of Section 20-634 of the James City County Code, I have verified the lawful status of the Non-conforming Use. In verifying the lawful status of the Non-conforming Use, I have specifically determined the following:

1. The uses, as outlined on the Master Plan, are lawful Non-conforming Uses as defined by Section 20-628 of the James City County Code.
2. The location and gross floor area (in square feet) of all buildings in the commercial area associated with the Non-conforming Use are those set forth on the Master Plan and described in the Resolution.
3. Other structures associated with the Non-conforming Use are as set forth on the Master Plan and described in the Resolution.
4. The area of land (in square feet) devoted to the Non-conforming Use is as set forth in the Master Plan and described in the Resolution.

Mr. Lawrence Beamer
March 11, 1996
Page 2

5. A description of the principal uses and all accessory uses that make up the lawful Non-conforming Use as a whole is as set forth on the Master Plan and described in the Resolution.

In addition to the above determinations, the permitted densities of development are as stated in the Master Plan and Resolution. I have classified the overall Non-conforming Use based on the Residential Planned Community District, R-4, in which the use would be a permitted use.

If you have any questions please do not hesitate to call.

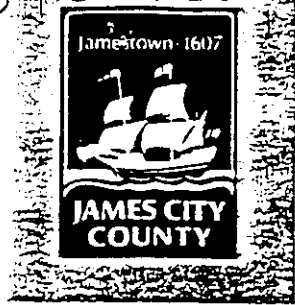
Sincerely,



Bernard M. Farmer
Zoning Administrator

You have thirty days from this date in which to appeal this decision to the Board of Zoning Appeals, in accordance with § 15.1-496.1 of the Code of Virginia, or this decision shall be final and unappealable.

farmerleg@powhatan.org



DEPARTMENT OF DEVELOPMENT MANAGEMENT

P. O. Box 8784

Williamsburg, Virginia 23187-8784

County Government Center, 101-E Mounts Bay Road

Development Manager
(804) 253-6671

Code Compliance
253-6626

County Engineer
253-6678

Planning
253-6685

Integrated Pest Management
253-2620

EXHIBIT "E"

March 11, 1996

Mr. Lawrence E. Beamer, President
Powhatan Enterprises, Inc.
13441 Warwick Boulevard
Newport News, VA 23602

RE: Case No. Z-6-95. Powhatan Secondary

Dear Mr. Beamer:

I have examined the Proffers dated March 11, 1996 ("the Proffers") and the Master Plan referenced therein prepared by Langley and McDonald, dated July, 1982 entitled "MASTER PLAN OF POWHATAN" with revisions of 6/2/86, 6/6/86, 6/10/86, 1/26/87, 3/30/89, 11/25/94, 12/15/95 and 2/29/96 marked as Exhibit F to the Proffers ("the Master Plan") for the above captioned zoning case. Based upon my review of the Proffers and the Master Plan, I have determined pursuant to Section 20-630-(b) of the James City County Code that the proposed use set forth in the Proffers and the Master Plan is more restricted than the existing Non-conforming Use.

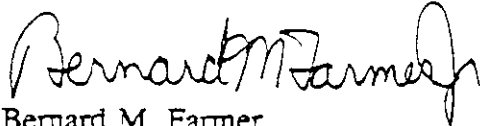
It is my determination that the reduction in overall density, reduction in townhouse units, and reduction in Phase 4 commercial area are all factors that affect the size scope and impact of the Non-conforming Use. It is further my determination that the quantum effect of those factors is consistent with the purpose policies and objectives of the Zoning Ordinance.

Accordingly, the existing Non-conforming Use, as verified by my letter of this date, may change as a matter of right to the more restricted Non-conforming Use as described in the Proffers and Master Plan. Development may proceed under the densities, square footage, and open space shown on the Master Plan. Open space for development under the Master Plan shall be calculated in the manner

Mr. Lawrence Beamer
March 11, 1996
Page 2

as stated by Ordinance in effect on February 2, 1987. Application of the current and subsequent R-4 zoning district regulations to development plans shall not adversely affect the ability to achieve the densities and square footage shown on the Master Plan and described in the Proffers.

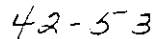
Sincerely,



Bernard M. Farmer
James City County Zoning Administrator

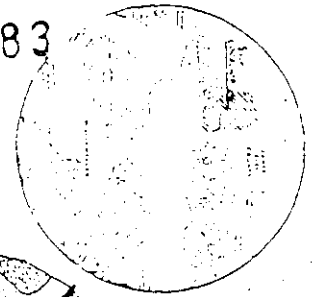
You have thirty days from this date in which to appeal this decision to the Board of Zoning Appeals, in accordance with § 15.1-496.1 of the Code of Virginia or this decision shall be final and unappealable.

f:\caroleg\powhatan.ccg



Langley and McDonald, P.C.
Engineers • Surveyors • Planners
Landscape Architects • Environmental Consultants
WYOMING SPRING WILLIAMSBURG

VACUITY MAP



GRAPHIC SCALE



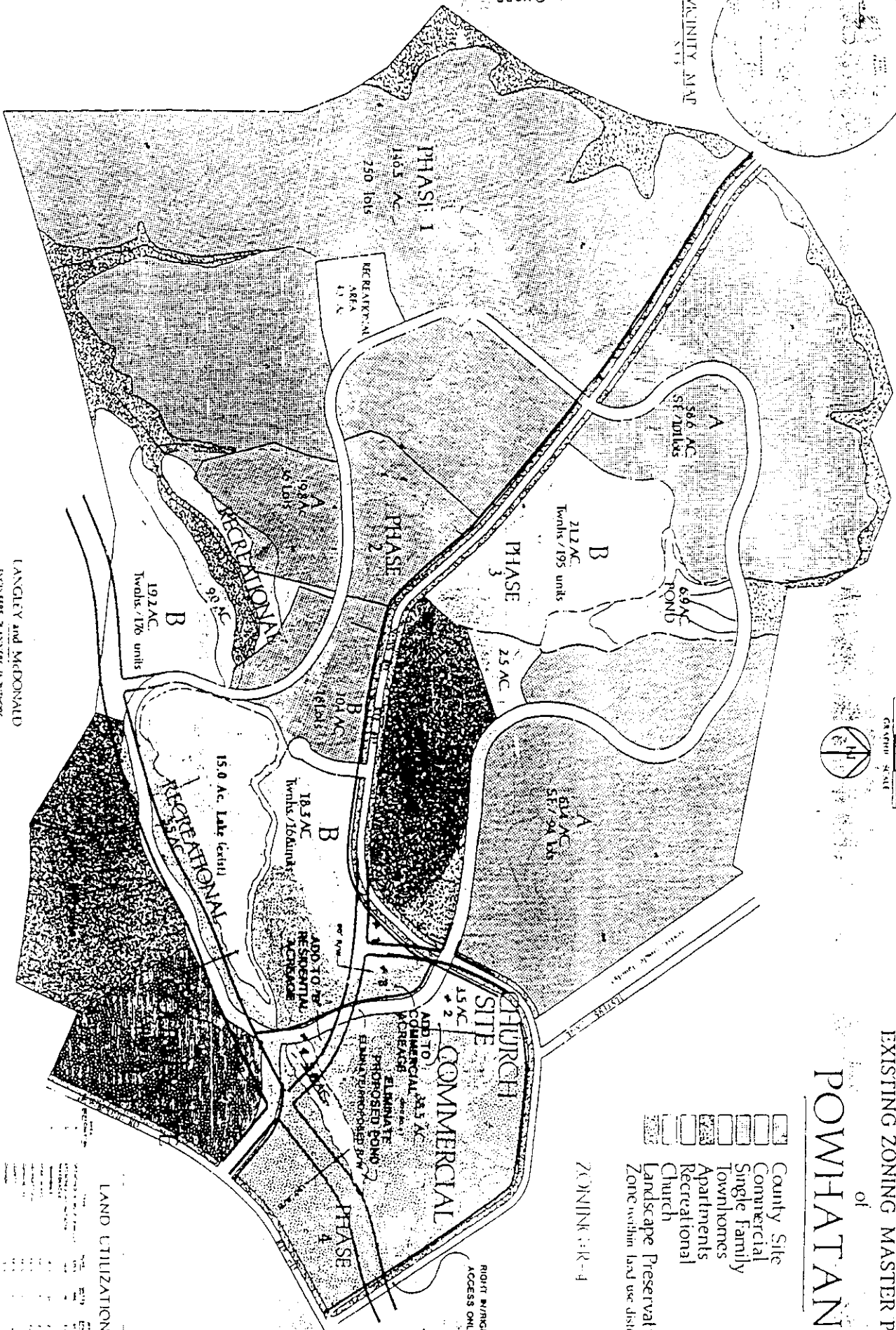
EXHIBIT H

EXISTING ZONING MASTER PLAN

of POWHATAN

- ☒ County Site
- ☒ Commercial
- ☒ Single Family
- ☒ Townhomes
- ☒ Apartments
- ☒ Recreational
- ☒ Church
- ☒ Landscape Preservation
- ☒ Zone within land use districts

ZONING: R-4



LAND UTILIZATION

LAND UTILIZATION	ACREAGE	PERCENT
County Site	586	100.00
Commercial	212	36.00
Single Family	176	30.00
Townhomes	192	33.00
Apartments	18.5	3.20
Recreational	15.0	2.60
Church	15.0	2.60
Landscape Preservation	15.0	2.60
Zone within land use districts	15.0	2.60

LANGLEY and McDONALD
ENGINEERS PLANNERS & ARCHITECTS

2015 1982

GRAPHIC SCALE

THE ZONING MASTER PLAN
FOR THE TOWN OF POWHATAN
VACUITY MAP

All that certain tract, piece or parcel of land lying and being in Berkeley District, James City County, Virginia, and more particularly shown and set forth as "Parcel P14" on that certain plat entitled "PLAT OF PARCELS ALONG RELOCATED ROUTE 5 CORRIDOR, IN, THROUGH AND ADJACENT TO POWHATAN SECONDARY OF WILLIAMSBURG, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 3/15/96, prepared by Langley and McDonald, P.C.

D E E D

THIS DEED, is made this 18th day of March, 1996, by and between POWHATAN ENTERPRISES, INC., a Virginia Corporation, hereinafter referred to as Grantor, and JAMES CITY COUNTY, VIRGINIA, a Virginia political subdivision, hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does grant and convey with **GENERAL WARRANTY** and **ENGLISH COVENANTS OF TITLE** unto the Grantee, the following described property, to-wit:

All that certain piece or parcel of property lying and being in Berkeley District, James City County, Virginia, and more particularly shown and set forth as "Parcel P14", on that certain plat entitled "PLAT OF PARCELS ALONG RELOCATED ROUTE 5 CORRIDOR IN, THROUGH AND ADJACENT TO POWHATAN SECONDARY OF WILLIAMSBURG, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 3/15/96, prepared by Langley and McDonald, P.C., a copy of which plat is attached hereto, made a part hereof, and incorporated herein by reference; and being a part of the same land acquired by the Grantor, by deeds recorded in Deed Book 181, Page 361, et. seq., Deed Book 182, Page 416, et. seq. and Deed Book 214, Page 176, et. seq. in the Office of the Clerk of the Circuit Court of James City County, Virginia.

This conveyance is made subject to all easements, restrictions and limitations of record or apparent on the ground.

THE TAXES IMPOSED BY § 58.1-802 OF THE CODE OF VIRGINIA SHALL NOT
APPLY PURSUANT TO § 58.1-811(C) (4) OF SAID CODE

WITNESS the following signatures and seals:

POWHATAN ENTERPRISES, INC.

By: _____ (SEAL)
Lawrence E. Beamer, President

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me by Lawrence E. Beamer, President of and acting on behalf of Powhatan Enterprises, Inc. this _____ day of March, 1996.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "J"

All those certain pieces or parcels of property lying and being in Berkeley District, James City County, Virginia, and more particularly shown and set forth as "Parcel P20", "Parcel P18" and "Parcel P21" on that certain plat entitled "PLAT OF PARCELS ALONG RELOCATED ROUTE 5 CORRIDOR IN, THROUGH AND ADJACENT TO POWHATAN SECONDARY OF WILLIAMSBURG, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 3/15/96, prepared by Langley and McDonald, P.C.

EXHIBIT "K"

All that certain piece or parcel of property lying and being in Berkeley District, James City County, Virginia, and more particularly shown and set forth as "Parcel P19", on that certain plat entitled "PLAT OF PARCELS ALONG RELOCATED ROUTE 5 CORRIDOR IN, THROUGH AND ADJACENT TO POWHATAN SECONDARY OF WILLIAMSBURG, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 3/15/96, prepared by Langley and McDonald, P.C.

D E E D

THIS DEED, is made this 18th day of March, 1996, by and between POWHATAN ENTERPRISES, INC., a Virginia Corporation, hereinafter referred to as Grantor, and JAMES CITY COUNTY, VIRGINIA, a Virginia political subdivision, hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does grant and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the Grantee, the following described property, to-wit:

All that certain piece or parcel of property lying and being in Berkeley District, James City County, Virginia, and more particularly shown and set forth as "Parcel P19", on that certain plat entitled "PLAT OF PARCELS ALONG RELOCATED ROUTE 5 CORRIDOR IN, THROUGH AND ADJACENT TO POWHATAN SECONDARY OF WILLIAMSBURG, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 3/15/96, prepared by Langley and McDonald, P.C., a copy of which plat is attached hereto, made a part hereof, and incorporated herein by reference; and being a part of the same land acquired by the Grantor, by deeds recorded in Deed Book 181, Page 361, et. seq., Deed Book 182, Page 416, et. seq. and Deed Book 214, Page 176, et. seq. in the Office of the Clerk of the Circuit Court of James City County, Virginia.

This conveyance is made subject to all easements, restrictions and limitations of record or apparent on the ground.

THE TAXES IMPOSED BY § 58.1-802 OF THE CODE OF VIRGINIA SHALL NOT
APPLY PURSUANT TO § 58.1-811(C) (4) OF SAID CODE

WITNESS the following signatures and seals:

POWHATAN ENTERPRISES, INC.

By: _____ (SEAL)
Lawrence E. Beamer, President

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me by Lawrence E. Beamer, President of
and acting on behalf of Powhatan Enterprises, Inc. this _____ day of March, 1996.

NOTARY PUBLIC

My commission expires: _____

PLAN FOR TRANSFER OF RECREATIONAL LAND
TO POWHATAN HOMEOWNER'S ASSOCIATION

REVISED JUNE 17, 1993

The Powhatan recreational development plan is conceived to allow the Homeowner's Association the opportunity of deciding what facilities they desire. Basic facilities will be provided in the four recreational areas indicated on the Master Plan. These areas will be provided with picnic facilities and a fireplace for use by the homeowners. Additional facilities can be provided by the homeowners at their option. The associated costs that must be borne by the homeowners will occur only at their choice.

The Master Plan indicates four recreational areas totaling 21.3 acres. Each of the four recreational areas will include playground equipment as approved by the Development Review Committee. In addition to these areas, a 15.0 acre lake will be deeded to the Homeowner's Association. These areas will be developed and deeded to the Homeowner's Association at different stages in Powhatan's overall development. The first 4.3 acre area would be deeded to the Homeowner's Association after selective clearing and construction of picnic facilities. This transfer of property would occur at the time a total of 150 lots were platted and put to record. The 150 lots could be in any of the lot areas marked 83.4 AC/144 lots, 58.6 AC/101 lots, 31.3 AC/54 lots or 29.6 AC/51 lots. At such time as 250 lots are put to record in these same areas a swimming pool, (minimum 600 s.f. surface area), will be built in the 4.3 acre recreational area, if agreeable with the residents.

The largest recreational area is created by a combination of 5.5 acres contiguous to the existing lake and 9.0 acres on the other side of the existing dam. Preparations of this area and transfer of the 5.5 acre area around the lake, and the lake itself, to the Homeowner's Association will occur when 50 or more residential units are platted and recorded in areas 22.0 AC/290 units, 18.3 AC/168 units,

and 19.2 AC/176 units. The lake provides a major recreational amenity that can provide small boat sailing, fishing and canoeing. The dollar value of the amenity exceeds that of a swimming pool, yet presents lower maintenance cost for the Homeowners. The range of recreational activities presented by the lake is far greater than those provided by a pool. Upon platting and recordation of 300 units, the remainder of the 14.5 acres will be transferred to the Homeowner's Association. In addition to the basic facilities to be provided, the developer will construct a small boat dock and racks for storage of small boats for use on the lake contiguous to this area. The dock and rack storage facility would be constructed prior to transfer of the 5.5 acre area.

The remaining 2.5 acre recreational area will be deeded to the Homeowner's Association at the time development occurs in the surrounding areas, 54.3 AC/94 lots, 18.9 AC/250 units, and 21.2 AC/195 units. Transfer to the Homeowner's Association would occur when a total of 50 or more residential units are platted and recorded in this area.

In addition to the basic facilities to be provided for these areas, the developer will provide a hard surfaced access road to each area before it is deeded to the Homeowner's Association. The area will also be selectively cleared to remove undesirable undergrowth, deadfalls and windfalls.

In addition to the facilities previously discussed, it is anticipated that each attached residential area developed by others will provide their own internal recreational facilities. Oxford's Steeplechase Apartments are the first example of this plan.

PLAT RECORDED IN
P.B. NO. 64 PAGE 89-92

WITNESSES: City of Williamsburg and County of James City, to Wit:
Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City the
22 day of Aug 1996. This Plat
was presented with certificate annexed and
admitted to record at 1:47 o'clock
Teste: Helene S. Ward, Clerk
by [Signature]
Deputy Clerk

STATE OF VIRGINIA

CITY/COUNTY OF James City, to-wit:

The foregoing Proffer was acknowledged before me by Marc B. Sharp, Executive Vice President of Bush Construction Company on behalf of Powhatan Associates, a Virginia joint venture, this 17th day of May, 1996.

Annette M. Taylor
NOTARY PUBLIC

My commission expires: 11-30-99

STATE OF VIRGINIA

CITY/COUNTY OF James City, to-wit:

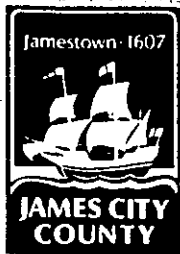
The foregoing Proffer was acknowledged before me by Lawrence E. Beamer, President on behalf of Powhatan Enterprises, Inc., this 9th day of May, 1996.

Kay L. Martin
NOTARY PUBLIC

My commission expires: October 31, 1996

EXHIBIT "A"

All those certain pieces or parcels of property lying and being in Berkeley District, James City County, Virginia, and more particularly shown and set forth as "Parcel P20", "Parcel P18", and "Parcel P21", on that certain plat entitled "PLAT OF PARCELS ALONG RELOCATED ROUTE 5 CORRIDOR IN, THROUGH AND ADJACENT TO POWHATAN SECONDARY OF WILLIAMSBURG, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 3/15/96, prepared by Langley and McDonald, P.C., a copy of which plat is attached hereto, made a part hereof, and incorporated herein by reference.



BOOK 0790 PAGE 0039

DEPARTMENT OF DEVELOPMENT MANAGEMENT

P. O. Box 8784

Williamsburg, Virginia 23187-8784

County Government Center, 101-E Mounts Bay Road

Development Manager
(804) 253-6671Code Compliance
253-6626County Engineer
253-6678Planning
253-6685Integrated Pest Management
253-2620

April 23, 1996

Mr. Lawrence E. Beamer, President
Powhatan Enterprises, Inc.
12441 Warwick Blvd.
Newport News, VA 23602

SUBJECT: Z-6-95. Powhatan Secondary

Dear Mr. Beamer:

This is to confirm that if parcels A-1, A-3, and A-4 as shown on the master plan submitted with the above referenced zoning use and last revised 2/29/96 were rezoned to R-4 and added to the Powhatan Planned Community, that addition would not adversely affect the ability of Powhatan Planned Community to develop the previously approved number of residential units, square footage and open space shown on the master plan. Open space for development under that master plan shall be calculated in the manner as stated by the Ordinance in effect on February 2, 1987; however, the individual parcels to be added would have to comply with R-4 requirements in effect at the time of the rezoning.

This letter supersedes my letter to you dated April 22, 1996.

Sincerely,

Bernard M. Farmer, Jr.
Zoning Administrator

BMF/cg

You have thirty days from this date in which to appeal this decision to the Board of Zoning Appeals, in accordance with §15.1-496.1 of the Code of Virginia, or this decision shall be final and unappealable.

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

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

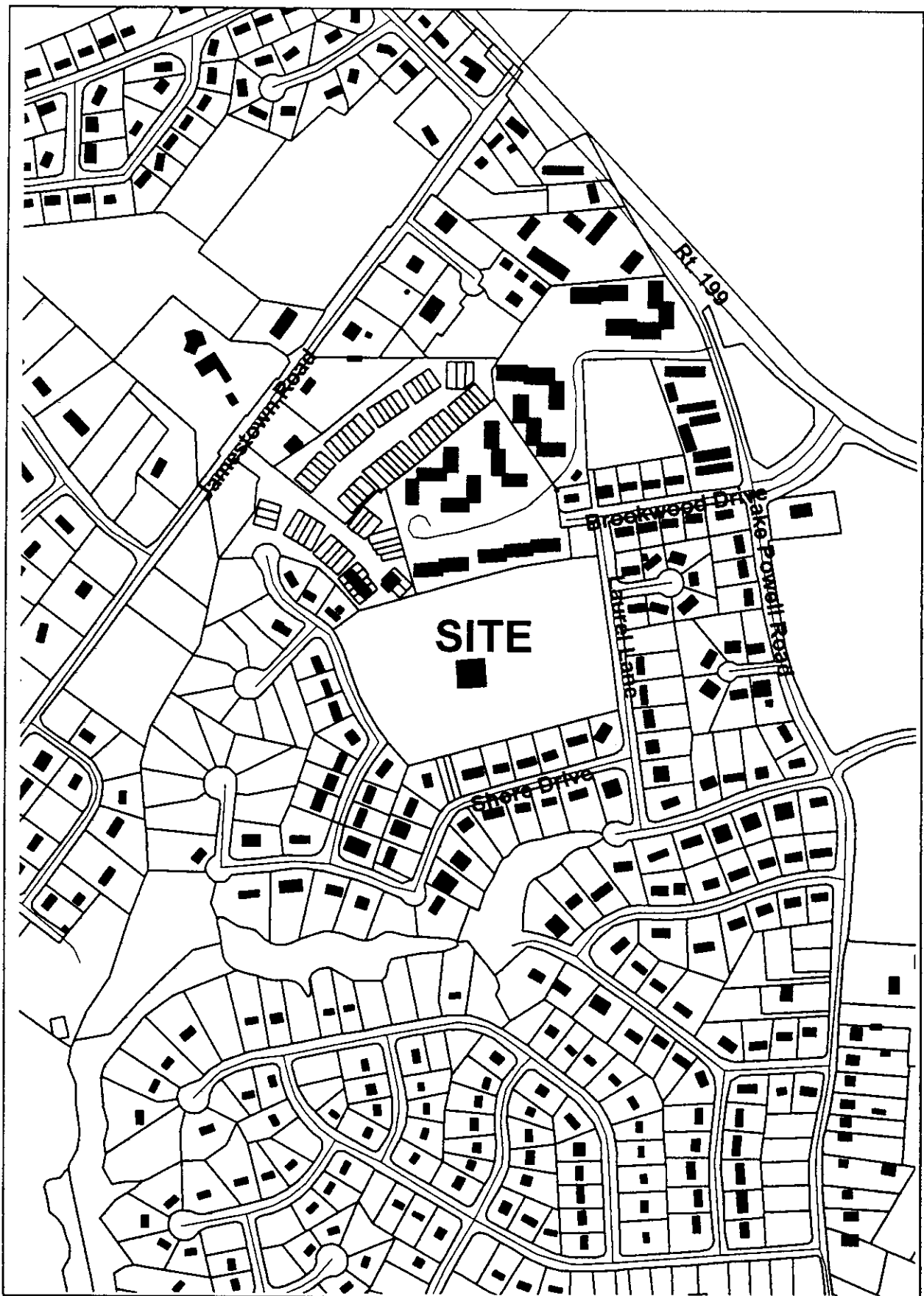
30th day of May, 1996. This [Signature] presented [Signature] to be annexed and admitted to record at 1:02 o'clock

Teste: Helene S. Ward, Clerk

by [Signature]
Deputy Clerk

Fax: (804) 253-6850

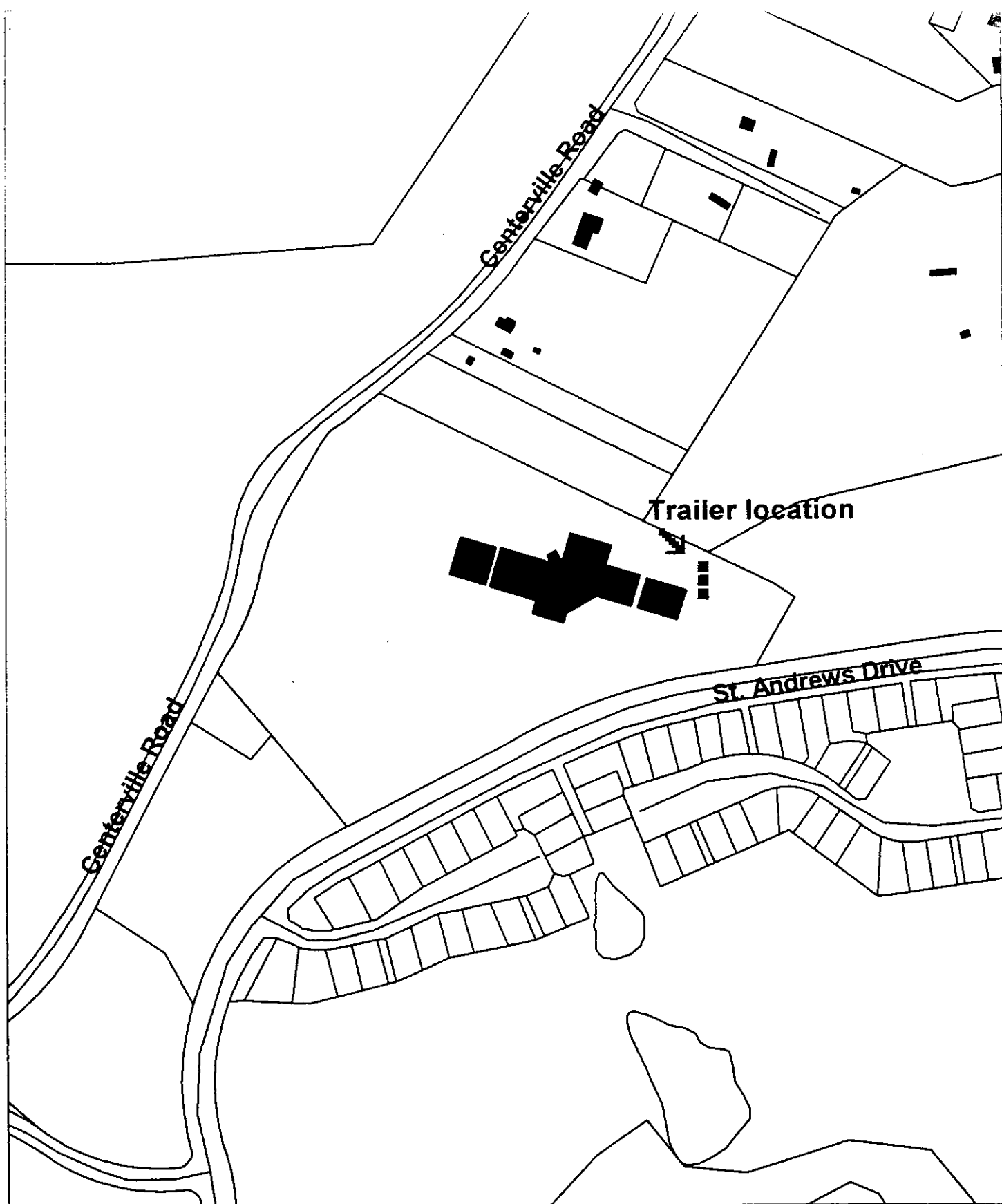
6-6



SUP-5-96

**Rawls Byrd Elementary School
Temporary Classroom Trailers**





SUP-6-96
D. J. MONTAGUE
CLASSROOM TRAILERS



AGREEMENT FOR REGIONAL INTERNET CONNECTIVITY
AMONG EIGHT LOCAL JURISDICTIONS OF HAMPTON ROADS

THIS AGREEMENT, dated this 28th day of February 1996, among eight jurisdictions of the Commonwealth of Virginia, specifically, the City of Chesapeake, the City of Hampton, the City of Newport News, the City of Norfolk, the City of Portsmouth, the City of Suffolk, the City of Virginia Beach, and James City County, hereinafter referred to as the "Jurisdictions," is entered into pursuant to the provisions of §15.1-21 of the Code of Virginia, 1950, as amended.

WHEREAS, the Jurisdictions desire to improve effectiveness and timeliness of communications through access to the internet; and

WHEREAS, the Jurisdictions have determined that cooperative procurement and shared resources for internet connectivity will be economically beneficial and mutually advantageous; now, therefore, witnesseth:

In consideration of the mutual promises herein, and other good and valuable consideration, the Jurisdictions do hereby agree as follows:

1. Duration. This Agreement shall remain in effect unless terminated by the Jurisdictions.
2. Purpose. The Jurisdictions will share resources to achieve and maintain access to the internet.
3. Financing and Budgeting. For shared regional internet connectivity through a common vendor, each Jurisdiction

will provide funding to acquire shared resources and to provide annual maintenance, operating, and support costs. Each jurisdiction will also provide funding for support costs that are specific to its jurisdiction. The costs for each jurisdiction are dependent upon the number of participating jurisdictions and subsequently dependent upon usage. The directors of the technology departments of each Jurisdiction will prepare an annual budget.

4. Ownership. Each Jurisdiction will own an equal undivided portion of the common equipment and software acquired for regional internet connectivity. Each Jurisdiction will own the equipment and software on its site which is acquired for local connectivity.

5. Participation of Additional Jurisdictions. The directors of the technology departments of each Jurisdiction are authorized to add other jurisdictions provided that

a. The addition of another jurisdiction is technically feasible and advisable and that the performance of the regional internet connectivity will not be unreasonably burdened;

b. The additional jurisdiction agrees to all terms and conditions of this Agreement; pays all costs associated with its addition; pays a subscription fee of \$2,500.00 to offset the initial cost of the common equipment, software, and services, such fee to be applied to reduce the annual charges of the eight jurisdictions who are the founding parties to this Agreement for

Regional Internet Connectivity
February 28, 1996
Page 3

regional internet connectivity; and pays a share based upon usage for all common equipment and software thereafter acquired.

6. Withdrawal, Termination, and Dissolution. Any jurisdiction may withdraw from this Agreement by written notice of 120 days to each of the other jurisdictions who are parties to this Agreement and to the vendor. If funds are not appropriated for this Agreement by any jurisdiction, the participation of such jurisdiction will terminate upon the expiration of the previous appropriation. No refunds of fees or payments for equipment, software, and services will be made. Any interest in common equipment and software will be forfeited. In the event of dissolution, the Jurisdictions will dispose of the common equipment and software according to the determination of the directors of the technology departments of each Jurisdiction.

7. Administration. The directors of the technology departments of each Jurisdiction will administer the shared regional internet connectivity. The directors will confer as necessary to develop an annual budget, set goals, and manage services.


8. Liability. Each Jurisdiction shall be responsible for its own liability coverage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, each executing concurrently on an individual page.


Regional Internet Connectivity
February 28, 1996
Page 11

SIGNATORY PAGE

JAMES CITY COUNTY


Sanford B. Wanner 3/26/96
Assistant County Administrator Date

ATTEST:



ORDINANCE NO. 31A-167

MAR 26 1996

BOARD OF SUPERVISORS
JAMES CITY COUNTY

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 20, ZONING, OF THE CODE OF THE VIRGINIA COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING ARTICLE I, IN GENERAL, SECTION 20-2, DEFINITIONS; BY AMENDING ARTICLE II, SPECIAL REGULATIONS, BY ADDING SECTION 20-43, BUFFER AND GREENBELT REQUIREMENTS FOR TIMBERING ACTIVITIES; BY AMENDING ARTICLE V, DISTRICTS, DIVISION 3, LIMITED RESIDENTIAL DISTRICT, R-1, SECTION 20-232, PERMITTED USES; DIVISION 4, GENERAL RESIDENTIAL DISTRICT, R-2, SECTION 20-252, PERMITTED USES; DIVISION 5, RESIDENTIAL PLANNED COMMUNITY DISTRICT, R-4, SECTION 20-287, PERMITTED USES; DIVISION 6, MULTIFAMILY RESIDENTIAL DISTRICT, R-5, SECTION 20-305, PERMITTED USES; DIVISION 7, LOW-DENSITY RESIDENTIAL DISTRICT, R-6, SECTION 20-328, PERMITTED USES; DIVISION 8, RURAL RESIDENTIAL DISTRICT, R-8, SECTION 20-348, PERMITTED USES; DIVISION 9, LIMITED BUSINESS DISTRICT, LB, SECTION 20-368, PERMITTED USES; DIVISION 10, GENERAL BUSINESS DISTRICT, B-1, SECTION 20-390, PERMITTED USES; DIVISION 11, LIMITED BUSINESS/INDUSTRIAL DISTRICT, M-1, SECTION 20-411, PERMITTED USES; DIVISION 12, GENERAL INDUSTRIAL DISTRICT, M-2, SECTION 20-436, PERMITTED USES; DIVISION 13, LIMITED INDUSTRIAL DISTRICT, M-3, SECTION 20-461, PERMITTED USES; DIVISION 14, PLANNED UNIT DEVELOPMENT DISTRICTS, SECTION 20-499, PERMITTED USES; DIVISION 15, MIXED USE, MU, SECTION 20-521, PERMITTED USES.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 20, Zoning, is hereby amended and reordained by amending Section 20-2, Definitions; by adding Section 20-43, Buffer and greenbelt requirements for timbering activities; by amending Section 20-232, Permitted uses; Section 20-252, Permitted uses; Section 20-287, Permitted uses; Section 20-305, Permitted uses; Section 20-328, Permitted uses; Section 20-348, Permitted uses; Section 20-368, Permitted uses; Section 20-390, Permitted uses; Section 20-411,

Ordinance to Amend and Reordain
Chapter 20. Zoning
Page 2

Permitted uses; Section 20-436, Permitted uses; Section 20-461, Permitted uses; Section 20-499, Permitted uses;
Section 20-521, Permitted uses.

CHAPTER 20. ZONING

ARTICLE I. IN GENERAL

Sec. 20-2. Definitions

Greenbelt Road. A road shown and identified on the Land Use Plan Map in the Comprehensive Plan as having a Greenbelt.

Timbering. Tree harvesting, cutting, or removal where the total amount of land on which tree cutting occurs exceeds 10,000 square feet. However, timbering shall not include:

- (1) Harvesting, cutting, removal or other clearing of trees in accordance with an approved site plan, subdivision plan, or building permit; or*
- (2) Removal of dead, diseased, dying, or insect damaged trees.*

ARTICLE II. SPECIAL REGULATIONS

DIVISION 1. IN GENERAL

Sec. 20-43. Buffer and greenbelt requirements for timbering activities.

The requirements in this section shall apply to timbering activities located in all districts except the General Agricultural District, A-1. This section shall not apply to timbering activities conducted as part of an approved site plan, subdivision plan, or building permit. Approval of site plans, subdivision plans, or building permits shall be in accordance with other provisions of the zoning ordinance and shall not be governed or guided by the provisions of this section. This section shall also not apply to timbering activities where all timbering is conducted outside of the buffers listed in paragraph (1) and (2) or for timbering within such buffers to construct access drives having a maximum width of 30 feet. The following provisions shall apply to all timbering activities subject to this section:

- (1) Buffer along public roads. An undisturbed buffer at least 75 feet wide shall be maintained along all public roads. No trees or other vegetation shall be removed from this buffer except as permitted under this section.*
- (2) Buffer along greenbelt roads. On property fronting on roads that are identified as greenbelt roads on the Comprehensive Plan, an undisturbed buffer at least 150 feet wide shall be maintained along the greenbelt road on properties that are zoned residential. No trees or other vegetation shall be removed from this buffer except as permitted under this section.*

- (3) *Buffer measurement and determinations. The width of required buffers shall exclude any planned future right-of-way as designated on the Six-Year Primary or Secondary Road Plan.*
- (4) *Tree protection. Required buffer areas shall be marked by painting trees along the interior edge of the buffer. Equipment, timber, or other materials shall not be placed within the buffer area.*
- (5) *Processing requirements. Prior to commencing any timbering activities within a buffer except for a 30 foot access drive, the property owner or agent shall complete an application and submit it along with a James City County Tax Map (with topography and planimetric detail at a scale of 1"=200') to the planning director that shows the site's property lines, any existing and proposed driveway entrances and required buffer areas and tree protection measures. The Planning Director shall determine whether to permit timbering activities within a buffer in accordance with Paragraphs 6 and 7 below. Upon approval of the application by the planning director, timbering activities within a buffer may proceed. All timbering activities within a buffer, including location of driveways or any other land disturbing activities, shall take place only in those areas indicated on the approved map and in accordance with the methods approved by the Planning Director. The planning director shall have no more than 14 days from the filing of such application to approve or disapprove the application. If disapproved, the planning director shall write a letter to the applicant identifying the revisions to be made to gain approval.*
- (6) *Modifications. The planning director may grant modifications to the buffer and tree protection requirements when, in the opinion of the planning director, an alternative design*

provides equivalent measures, or retains the rural character of the property, or when buffers or tree protection are unnecessary due to a site's physical conditions such as topography or presence of streambeds, wetlands or other natural features. The planning director may also permit tree removal within the buffer when trees are weakened, dying, diseased, or insect damaged, or, in the opinion of the state forester, unlikely to survive or such removal will enhance the long term effectiveness of the buffer as a visual barrier.

(7) *Partial timbering within a buffer. The planning director may approve partial timbering of buffer areas and the use and type of equipment for partial timbering, after considering the following:*

- a. The effect of the timbering on the long-term effectiveness of the buffer area and on adjacent roads and properties;*
- b. The anticipated development of the property and the surrounding area;*
- c. The condition of any adjacent dwelling or subdivision including whether the structures are abandoned or dilapidated;*
- d. Any recommendations of the state forester, including recommendations on the use and type of equipment for partial timbering;*
- e. The health and diversity of trees with emphasis on protection of mixed hardwood trees, and the reforestation of the buffer; and*

- f. The market value of the timber in the buffer and to be removed, and the market value of the timber on the balance of the property.*
- (8) *Development Review Committee Review. The development review committee shall consider the timbering application if there are unresolved problems between the applicant or the planning director.*
- (9) *Buffer Replacement. If timbering occurs within the buffers described above in paragraphs (1) and (2) and such timbering is not approved in accordance with paragraphs (6) and (7) above, trees shall be replaced at a ratio of one tree for each 800 square feet of area timbered. Such trees shall meet the standards for trees stated in Section 20-2. The number of trees and their placement shall be approved by the planning director.*

ARTICLE V. DISTRICTS

DIVISION 3. LIMITED RESIDENTIAL DISTRICT, R-1

Sec. 20-232. Permitted uses.

Timbering in accordance with Section 20-43.

DIVISION 4. GENERAL RESIDENTIAL DISTRICT, R-2

Sec. 20-252. Permitted uses.

Timbering in accordance with Section 20-43.

DIVISION 5. RESIDENTIAL PLANNED COMMUNITY DISTRICT, R-4

Sec. 20-287. Permitted uses.

Timbering in accordance with Section 20-43.

DIVISION 6. MULTIFAMILY RESIDENTIAL DISTRICT, R-5

Sec. 20-305. Permitted uses.

Timbering in accordance with Section 20-43.

DIVISION 7. LOW-DENSITY RESIDENTIAL DISTRICT, R-6

Sec. 20-328. Permitted uses.

Timbering in accordance with Section 20-43.

Ordinance to Amend and Reordain
Chapter 20. Zoning
Page 8

DIVISION 8. RURAL RESIDENTIAL DISTRICT, R-8

Sec. 20-348. Permitted uses.

Timbering in accordance with Section 20-43.

DIVISION 9. LIMITED BUSINESS DISTRICT, LB

Sec. 20-368. Permitted uses.

Timbering in accordance with Section 20-43.

DIVISION 10. GENERAL BUSINESS DISTRICT, B-1

Sec. 20-390. Permitted uses.

Timbering in accordance with Section 20-43.

DIVISION 11. LIMITED BUSINESS/INDUSTRIAL DISTRICT, M-1

Sec. 20-411. Permitted uses.

Timbering in accordance with Section 20-43.

DIVISION 12. GENERAL INDUSTRIAL DISTRICT, M-2

Sec. 20-436. Permitted uses.

Timbering in accordance with Section 20-43.

DIVISION 13. LIMITED INDUSTRIAL DISTRICT, M-3

Sec. 20-461. Permitted uses.

Timbering in accordance with Section 20-43.

DIVISION 14. PLANNED UNIT DEVELOPMENT DISTRICTS

Sec. 20-499. Permitted uses.

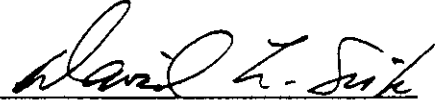
Timbering in accordance with Section 20-43.

DIVISION 15. MIXED USE, MU

Sec. 20-521. Permitted uses.

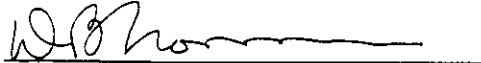
Timbering in accordance with Section 20-43.

Ordinance to Amend and Reordain
Chapter 20. Zoning
Page 10



David L. Sisk, Chairman
Board of Supervisors

ATTEST:



David B. Norman
Clerk to the Board

SUPERVISOR	VOTE
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TAYLOR	NAY
MAGOON	AYE
DEPUE	AYE
EDWARDS	AYE

SISK

Adopted by the Board of Supervisors of James City County, Virginia, this 26th day of March,
1996.

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