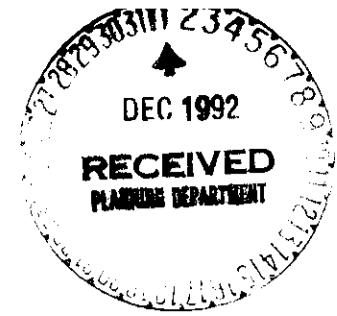


16852



SOUTH ENGLAND POINT  
PROFFER AGREEMENT

This Agreement made this 26<sup>th</sup> day of November, 1992, by and between Williamsburg Developments, Inc. ("the Owner") and the County of James City ("the County").

Whereas, the Owner owns separate tracts of land situated in James City County, Virginia, the combination of which tracts is known as South England Point containing 65.8 acres, more or less, and lying adjacent to and on the southerly side of State Route 199, between the Carter's Grove Country Road and Tutter's Creek, a portion of which is shown on a plan entitled "MASTER PLAN - SOUTH ENGLAND POINT PUD, JAMES CITY COUNTY, VIRGINIA FOR WILLIAMSBURG DEVELOPMENTS, INC., PREPARED BY: LANGLEY & MCDONALD, P.C. which portion is more particularly described on Exhibit "A" attached (the "Property"); and

Whereas, the Owner has applied for a rezoning of the Property from the Rural Residential District (R-8) ("the Existing Zoning") to the Planned Unit Development (A) District ("the Proposed Zoning"); and

Whereas, the Owner is desirous of offering certain conditions for the protection of the community that are not applicable to land similarly zoned in addition to the regulations provided for in the Proposed Zoning regulations.

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the County rezoning the Property from the Existing Zoning to the Proposed Zoning and pursuant to Section 15.1-491.1 of the Code of Virginia, 1950, as amended, and Section 20-18 of the

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Zoning Ordinance of the County, the Owner agrees that in addition to the regulations provided in the Proposed Zoning, it will meet and comply with all of the following conditions in the development of the Property.

1. GREENBELT ALONG STATE ROUTE 199. No clearing, grading or construction shall be permitted within 160 feet of the present right-of-way of State Route 199; however, with the prior written permission of the Planning Director, selective pruning and removal of dead trees and removal of selected vegetation may be permitted within this area.

2. OWNER'S ASSOCIATION. The Owner shall provide documentation acceptable to the County Attorney demonstrating that an Owners' Association has been legally established with authority to impose, raise and collect assessments against the owners of lots according to law. The Association shall have the ability to place a lien on any lot within the Property for unpaid assessments levied against that lot.

3. PATH SYSTEM. Prior to the issuance of any temporary or permanent certificate of occupancy for any dwelling on the Property, the Owner shall install a path system utilizing pine bark mulch or other material acceptable to the Planning Director which material shall be four (4) inches in depth and seventy-two (72) inches in width to form a path system generally as shown on the Master Plan.

4. BINDING UPON SUCCESSORS. The obligations created by this Agreement shall be binding upon each of the successors in title to all or any portion of the property.

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5. HEADINGS. All section and subsection headings of this Agreement are for convenience only and are not part of these proffers.

WILLIAMSBURG DEVELOPMENTS, INC.

By: *John T. Hallowell*  
John T. Hallowell, President

STATE OF VIRGINIA

CITY/COUNTY OF Williamsburg, to-wit:

The foregoing instrument was acknowledged before me this 26th day of November, 1992 by John T. Hallowell, President of and acting on behalf of Williamsburg Developments, Inc.

*Trudy S. Mayles*  
NOTARY PUBLIC

My commission expires: January 31, 1996

COMMONWEALTH OF VIRGINIA



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(114-0-05 782)

OFFICIAL RECEIPT  
WILLIAMSBURG/JAMES CITY COUNTY CIRCUIT  
DEED RECEIPT

DATE: 12/07/92 TIME: 10:11:19 ACCOUNT: 09204990016954 RECEIPT: 9200026043  
 DEED: 03 1993 404 TYPE: OTHER PAYMENT: FULL PAYMENT  
 INSTRUMENT: 20016954 BOOK: 0 PAGE: 0 RECORDED: 12/07/92 AT 10:11:19  
 GRANTEE NAME: WILLIAMSBURG DEVELOPMENTS INC BY: LOCALITY: JC  
 GRANTEE NAME: COUNTY OF JAMES CITY EX: 11 COUNTY: 1018  
 AND ADDRESS:  
 RECEIVER OF: JC03 DATE OF DEED: 12/07/92  
 CHECK: \$18.00  
 DESCRIPTION: SOUTH ENGLAND POINT PROFFER AGREEMENT  
 CONSIDERATION: 00 DESCRIPTION: 107 \*001  
 DATE DESCRIPTION PAID JC03 DESCRIPTION SALE  
 30: DEEDS 12/07/92 18.00 1.00  
 TENDERED: 18.00  
 AMOUNT PAID: 18.00  
 CHANGE AMT: .00

CLERK OF COURT: HELENE B. WARD

DC-18 (4/92)

To the Clerk of the Circuit Court  
 of James City County  
 for the purpose of recording  
 the within instrument  
 I have paid the fee of \$18.00  
 and the charge of \$1.00  
 for the recording of the deed.  
 Witness my hand and the seal of the  
 Clerk of the Circuit Court  
 of James City County  
 this 7th day of December 1992.

COMMONWEALTH OF VIRGINIA



(114-025 792)

OFFICIAL RECEIPT  
WILLIAMSBURG, JAMES CITY COUNTY, CIRCUIT  
1980 RECEIPT

DATE: 12/10/78 TIME: 10:00 AM ACCOUNT: 090104570015858 RECEIPT: 82010028048  
 INSTRUMENT: 0201 400- TYPE: OTHER PAYMENT: FULL PAYMENT  
 INSTRUMENT: 0201 400- TYPE: OTHER PAYMENT: FULL PAYMENT  
 GRANTEE NAME: WILLIAMSBURG DEVELOPMENTS INC. LOCALITY: 02  
 COUNTY OF JAMES CITY TAX: 4 PERCENT 1980  
 AND ADDRESS:

RECEIVED FOR: 1000 DATE OF RECEIPT: 12/10/78

CHECK: \$13.00  
 DESCRIPTION: SOUTH ENGLAND COINT PROFFER AGREEMENT

CONSIDERATION:	10	AGREEMENT:	100	TAX:	
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00: 0000		1000 045 017			13.00

TENDERED:	13.00
AMOUNT PAID:	13.00
CHANGE AMT:	00

CLERK OF COURT: HELENE E. WARD

DC-18 (4/82)

to the Clerk of Court, James City County, Virginia  
 12/10/78  
 13.00  
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12/10/78