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FOURTH AMENDMENT TO AMENDED AND RESTATED
GREENSPRINGS PROFFER AGREEMENT

This Fourth Amendment to the Amended and Restated Greensprings Proffer Agreement is made this 29th day of October, 1999, by

GREENSPRINGS PLANTATION, INC., a Virginia corporation ("Greensprings"), to be indexed as Grantor; and

RIVERSIDE HEALTH CARE ASSOCIATION, INC., a Virginia corporation ("RHCA"), also to be indexed as Grantor;

and provides as follows:

RECITALS:

R1. Greensprings is the owner and developer of certain real property located in James City County, Virginia consisting of approximately 1,396.5 acres adjacent to Route 5, and more particularly described in Exhibit A which is attached hereto and incorporated herein by reference (the "Greensprings Property").

R2. Greensprings conveyed to RHCA a portion of the Greensprings Property consisting of 89.404 acres, by deed dated February 9, 1995 and recorded in the Office of the Clerk of the Circuit Court for the City of Williamsburg and County of James City ("Clerk's Office") in Deed Book 726, page 629. The property so conveyed to RHCA is more particularly described in the attached Exhibit B, and is herein referred to as the "RHCA Property."

R3. In 1989 Greensprings applied for and James City County ("County") granted a rezoning of the Greensprings Property from Limited and General Agricultural Districts, A-2 and A-1 to Residential Planned Community District, R4, with a master plan (the "Master Plan") and proffered conditions as set forth in that certain Greensprings Proffer Agreement dated February 6, 1989 and recorded in the Clerk's Office in James City County Deed Book 427, page 466 (the "Original Proffer Agreement").

R4. The Original Proffer Agreement and the Master Plan for the Property were amended by the Amended and Restated Greensprings Proffer Agreement dated April 30, 1992 and recorded in the Clerk's Office in James City County Deed Book 562, page 794.

R5. The Original Proffer Agreement and the Master Plan were further amended by that certain document entitled "First Amendment to Amended and Restated

Greensprings Proffer Agreement" dated September 29, 1993 and recorded in the Clerk's Office in James City County Deed Book 652, page 765.

R6. The Original Proffer Agreement and the Master Plan were further amended by that certain document entitled "Second Amendment to Amended and Restated Greensprings Proffer Agreement" dated July 6, 1998 and recorded in the Clerk's Office as James City County Instrument No. 980013306.

R7. The Original Proffer Agreement and the Master Plan were further amended by that certain document entitled "Third Amendment to Amended and Restated Greensprings Proffer Agreement" dated June 2, 1999 and recorded in the Clerk's Office as James City County Instrument No. 990015761.

R8. RHCA has applied to the County for an amendment to the Master Plan and the provisions of the Original Proffer Agreement as modified by the amendments described above. The amendments requested by RHCA are sought in connection with approval of Phase II of the Patriot's Colony Continuing Care Retirement Community, as shown on the conceptual plan attached hereto as *Exhibit D* entitled "PATRIOT'S COLONY, PHASE II, CONTINUING CARE RETIREMENT COMMUNITY, Developer: Riverside Retirement Services, Inc., Berkeley District, James City County, Virginia" made by AES, Consulting Engineers (the "Conceptual Plan").

R9. In accordance with the County proffer policy, this Fourth Amendment to the Amended and Restated Greensprings Proffer Agreement restates the provisions of the Original Proffer Agreement as amended by the amendments described in paragraphs R4 through R7 above. References to "Owner" in proffers below shall be read to refer to the record titleholder of the property affected by such proffers, whether Greensprings, RHCA, or their successors and assigns.

NOW, THEREFORE, this Fourth Amended and Restated Greensprings Proffer Agreement provides as follows:

REVISED PROVISIONS:

1. Number of Dwelling Units: Land Bay M-10. The number of residential units within Project Land Bay M-10 as shown on the Master Plan for the Greensprings Property (now the RHCA Property), as amended October 7, 1999 and submitted herewith shall be as follows:

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<u>Project Land Bay</u>	<u>R-4 Master Plan Designation</u>	<u>Maximum Number of Dwelling Units</u>
M-10	A	24
M-10	B	76
M-10	C	56
M-10	D	144
M-10	Nursing Home	120 Beds

2. Master Plan Acreage. The Greensprings Property as defined in the Original Proffer Agreement shall be corrected hereby to reflect 1396.5 acres +/-.

3. Revised Master Plan. The Master Plan shall be amended in accordance with that certain plat or plan entitled: "Master Plan for Greensprings, a development by Greensprings Plantation, Inc., a Virginia corporation" revised October 7, 1999, which is incorporated herein by reference.

4. Screening. Landscaped areas shall be created as a part of future development of the RHCA Property under the Conceptual Plan, so as to create an evergreen buffer and visual screening between buildings one (1) through four (4) inclusive shown on the Conceptual Plan and the Greensprings Plantation National Historic Site ("Historic Site") as shown on the Master Plan. The landscaping and plantings within such areas shall be subject to approval by the County Director of Planning prior to final site plan approval.

5. Building Materials. Exterior building/siding materials employed in buildings one (1) through six (6) inclusive shown on the Conceptual Plan shall be of brick or other non-glossy materials which are dark, naturally occurring colors, on such surfaces which front upon, face or are visible from the Historic Site. Samples of such building materials and colors shall be approved by the County Director of Planning prior to final site plan approval. Trim colors shall not be subject to this restriction.

6. Changes in Conceptual Plan. RHCA may from time to time in final plats or site plans submitted to the County relocate the specific uses shown on the Conceptual Plan provided (a) that such uses are permitted by the County Zoning Ordinance, the Master Plan and these Proffers, and (b) that the County Director of Planning determines that such relocations do not alter the basic concept or character of the development shown on the Conceptual Plan.

7. Severability/Partial Invalidity. Should any term or provision of this Agreement be determined to be invalid, illegal, or unenforceable, in whole or in part, the validity of the remaining part of such term or the validity of any other term of this Proffer Agreement shall not be in any way affected.

8. Definition of Terms. Unless otherwise defined above, all terms used herein shall be defined as set forth in the James City County Zoning Ordinance in effect on the date hereof.

9. Ratification. Greensprings joins in this Fourth Amendment to the Amended and Restated Greensprings Proffer Agreement for purposes of consenting to the terms thereof. Except as expressly amended hereby, the terms and provisions of the Original Proffer Agreement, as modified by the amendments described herein are hereby ratified and confirmed, subject to the provisions of paragraph 10.

10. Restatement Terms. The Restatement of Existing Proffers below is made in conformity with the County proffer policy. This Fourth Amendment to Amended and Restated Greensprings Proffer Agreement shall not be read to require RHCA to undertake, perform, fund or comply with any obligation (a) arising under amendment(s) to the Original Proffer Agreement made after February 9, 1995, or (b) not expressly undertaken by RHCA in paragraphs one (1) through eight (8) above or in any other written proffer agreement executed by RHCA.

RESTATEMENT OF PREEXISTING PROFFERS:

1. Number of Dwelling Units. The number of residential units shall be limited in relation to the areas as designated on the Amended Master Plan submitted herewith last revised July 6, 1998 and made by Rickmond Engineering (the "Amended Master Plan") as follows:

<u>Project Land Bay</u>	<u>R-4 Master Plan Designation</u>	<u>Maximum Number of Dwelling Units</u>
S-1	A	368
S-2	Eliminated	
S-3	A	172
S-4	Eliminated	
M-5	D	218
M-6	D	282
M-7	Eliminated	
M-8	D	0
M-9	D	165

2. Route 5 Greenbelt. Owner shall designate 150-foot greenbelt buffers along the Property's Route 5 frontage measured from the existing Route 5 right-of-way. The greenbelt buffers shall be exclusive of any lots and, except as set forth below, shall be undisturbed. Utilities, drainage improvements, community entrance roads as shown

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generally on the Amended Master Plan (limited to one entrance for relocated Route 614, one entrance to Land Bay M-10, and one entrance to each of the public use sites shown on the Amended Master Plan), pedestrian/bicycle trails and signs as approved by the Development Review Committee. In the portions of the greenbelt buffer located within 250 feet of the intersection of Route 5 and Legacy Drive, Owner may (i) engage in select hand clearing and trimming of trees and other plants with a caliper of three inches or less; (ii) may engage in select hand clearing or trimming of trees and plants with a caliper of more than three inches with the prior specific approval of the Director of Planning on a case by case basis on the condition such trees or plants with a caliper in excess of three inches so cleared are replaced with new trees or plants with a caliper in excess of three inches; (iii) may plant enhanced landscaping, including trees and shrubs; and (iv) install fencing, all in accordance with a landscape plan approved by the Development Review Committee and the Director of Planning. The goal of the preceding sentence is to allow Owner to create a more attractive buffer than currently exist that allows partial visibility (but not an unobstructed view) of the development in adjacent Landbays comparable to the visibility provided by the greenbelt buffer along the Route 5 frontage of the Governor's Land at Two Rivers development. Unless otherwise approved by the Director of Planning, buildings constructed after the date hereof adjacent to the portions of the greenbelt buffer located within 250 feet of the intersection of Route 5 and Legacy Drive shall utilize materials (other than roofing materials) of brick and/or earth tone (from cream to tan) colors except doors, trim and shutters may be of any color from the City of Williamsburg approved color palette.

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

(a) All disturbed slopes steeper than 25% shall be sodded immediately after clearing and grubbing associated with cut and fill operations. The sod shall be staked into place, as necessary, and temporary fill diversions shall be constructed to minimize water flow over slopes, until sod has become fixed to the slope by establishment of root structure. Owner acknowledges that disturbance of slopes steeper than 25% requires an exception under the County's Chesapeake Bay Preservation Ordinance, Chapter 23 of the County Code.

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

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

(d) Grass depressions and catchment areas shall be used throughout the construction area as a means of runoff detention and Best Management Practices.

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

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

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

4. Neighborhood Recreational Facilities.

(a) Single-Family Neighborhood Recreation Centers. The Single-Family Neighborhood Recreation Center ("SNRC") shown on the Amended Master Plan in Land Bay S-3 and labeled "SNRC" shall be located generally as shown on the Amended Master Plan. The SNRC shall contain at least one 25 meter swimming pool and one wading pool with a total water surface area of at least 4,000 square feet, one community center/bath house of at least 2,000 square feet, two hard surface, regulation size tennis courts and one tot lot with playground equipment. In Land Bay S-1 there shall be a single-family neighborhood recreation center containing at least one 25 meter swimming pool and one wading pool with a total water surface area of at least 4,000 square feet, one community center/bath house of at least 2,000 square feet, two hard surface, regulation

size tennis courts, one tot lot with playground equipment, an additional play area with playground equipment, and an open play area of a minimum of one-half acre, all in locations approved by the Development Review Committee. These facilities shall be completed or bonds in a form acceptable to the County Attorney for their completion posted with the County before the County is obligated to grant final subdivision approval for any lots in Land Bay S-1. Owner shall maintain the SNRC and the additional recreational areas and facilities preferred above until such time as it is conveyed to an owners association, at which time such association shall assume responsibility for its maintenance.

(b) Multi-Family Neighborhood Recreation Centers. (i) Unless Owner elects to construct a single central multi-family neighborhood recreational center pursuant to subparagraph (ii) below, before the County shall be obligated to issue Certificates of Occupancy for more than 50 units in Land Bays M-5 through M-9 shown on the Amended Master Plan, residents of each of those Land Bays shall have access to at least one Multi-Family Neighborhood Recreation Center ("MNRC") serving (but not necessarily located in) that Land Bay. There shall be recreational facilities which comply with requirements of the Zoning Ordinance located within Land Bay M-10 with the type and location of such facilities to be determined by Owner following consultation with the residents of Land Bay M-10. The recreational facilities shall be shown on site plans of Land Bay M-10 and subject to the approval of the Development Review Committee. The MNRCs for all multi-family Land Bays in the aggregate shall be provided with swimming pools with a total minimum water surface area of 5,000 square feet with no single pool having a minimum water surface area of less than 750 square feet and a total of at least six regulation size, hard surface tennis courts. The MNRCs in Land Bay M-5, M-6, M-8, and M-9 shall have an open play area of at least one-fourth an acre and a tot lot with playground equipment. The pools and tennis courts shall be distributed as follows:

<u>Land Bay</u>	<u>Minimum Facilities</u>
M-5	2 pools, 2 tennis courts
M-6	to be determined by Owner
M-9	1 pool, 1 tennis court

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

(c) Trail System. Owner shall provide a central pedestrian/bicycle trail system along one side of realigned Route 614, and along one side of Monticello Avenue when and if such road is constructed. Owner shall provide a soft surface pedestrian trail along its Route 5 frontage. Such trail system shall be located in or adjacent to the road right-of-

way of the roads listed above and shall be constructed when the adjacent road is constructed or, in the case of the trail adjacent to Route 5, prior to completion of development of the Land Bay adjoining the segment of the trail in question. The portions of the central pedestrian/bicycle trail system located outside the VDOT right-of-way shall be maintained by Owner until the area containing the trail is conveyed to an owners association, at which time the association shall assume responsibility for its maintenance. Internal trails shall be provided in each Land Bay in accordance with the County's Sidewalk Policy or as shown on the Amended Master Plan. The internal trails shall be connected with the central trail system. Before the County is obligated to grant final approval of a site plan for Land Bay M-9, Owner shall submit to the County a feasibility study of providing pedestrian access from Land Bay M-9 to the Neighborhood Commercial Center.

5. Neighborhood Commercial Center. (a) The Neighborhood Commercial Center shall be located generally as shown on the Amended Master Plan and shall contain no more than 50,000 square feet of Gross Floor Area (as defined in the County Zoning Ordinance). Within the Neighborhood Commercial Center no more than one retail establishment shall have a Gross Floor Area of more than 8,500 square feet. The one retail establishment which may exceed 8,500 square feet shall have a Gross Floor Area of no more than 12,000 square feet. No building within the Neighborhood Commercial Center shall have a height in excess of 35 feet from grade unless otherwise approved by the Planning Commission.

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

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

and implement a plan for inclusion of the site on the National Register of Historic Places and for the mitigation of potential adverse impacts on the site. All sites to be left undisturbed or upon which a Phase III study is to be conducted shall be protected from development activities by temporary fencing until development activities adjacent to the site or the Phase III study, as the case may be, is complete.

If a previously unidentified archeological site is discovered during land disturbing activities, all construction work involving subsurface disturbance will be halted in the area of the site and in the surrounding area where further subsurface remains can reasonably be expected to occur and Owner will immediately notify the County of the discovery. The County, or an archeologist approved by it, will immediately inspect the work site and determine the area and the nature of the affected archeological site and its potential eligibility for inclusion on the National Register of Historical Places. Construction work may then continue in the project area outside the archeological site. Within 15 working days of the original notification of discovery, the County shall determine the National Register eligibility of the site. The County may extend this 15 working day period for determining the National Register eligibility one time by an additional 5 working days by written notice to Owner prior to the expiration date of said 15 working day period.

If the site is determined to meet the National Register Criteria (36 CFR Part 60.0), Owner shall prepare a plan for its avoidance, protection, recovery of information, or destruction without data recovery. The plan shall be approved by the County prior to implementation. Work in the affected area shall not proceed until either (a) the development and implementation of appropriate data recovery or other recommended mitigation procedures, or (b) the determination is made that the located remains are not eligible for inclusion on the National Register.

7. Nature/Conservation Park. At the request of the County Administrator, the Owner and/or the owners association shall grant, free of charge, an easement to the County or its assignee over the area designated on the Amended Master Plan as Nature/Conservation Park generally in the locations shown on the Amended Master Plan. The Nature/Conservation Park shall remain undisturbed and in its natural state except as set forth below, preserving indigenous vegetation to the maximum extent possible. With the prior approval of the County Engineer or his designee on a case by case basis, (i) dead, diseased and dying trees or shrubbery and invasive or poisonous plants may be removed from the Nature/Conservation Park; (ii) select hand clearing and pruning of trees shall be permitted in the Nature/Conservation Park to permit sight lines or vistas and (iii) utilities (including the irrigation intake shown on the Amended Master Plan), stormwater best management practices, roads, pedestrian and golf cart paths, trails and bridges may intrude into or cross the Nature/Conservation Park. If vegetation is removed from the Nature/Conservation Park it shall be replaced by vegetation that is equally or more effective in retarding runoff, preventing erosion and filtering nonpoint source

pollution. Utility crossings shall be generally perpendicular through the Nature/Conservation Park and Owner shall endeavor to design utility systems that do not intrude into the Nature/Conservation Park. The Nature/Conservation Park shall be maintained by Owner unless the County assumes responsibility therefor under its easement or the Park is conveyed to an owners association, at which time the association shall assume responsibility for its maintenance.

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

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

10. Monticello Avenue Right-of-Way. There shall be preserved a 120' road right-of-way for the construction of Monticello Avenue in the locations shown on the Amended Master Plan as "Monticello Avenue Right-of-Way". Owner shall convey the "Monticello Avenue Right-of-Way", free of charge, to the County for dedication to VDOT at the request of the County Administrator. Where construction limits may require additional right-of-way beyond 120' feet, such additional right-of-way shall also be dedicated, free of charge, to the County for dedication to VDOT upon the request of the County Administrator. The obligation to dedicate right-of-way pursuant to this Proffer shall not adversely affect Owner's right to reimbursement from the County or the Route 5 Transportation Improvement District for costs incurred by Owner based on any change in alignment of Monticello Avenue from that shown on the Master Plan approved most recently in 1997.

11. Realigned Route 614 and Future Right-of-Way Greenbelt. The Owner shall designate a greenbelt buffer along realigned Route 614 and along the right-of-way shown on the Amended Master Plan as Monticello Avenue measured from a line 60 feet from the center line of realigned Route 614 and Monticello Avenue. Such line shall hereinafter be called the "Greenbelt Line". No structure except the road and related improvements in Land Bay S-3 shown on the Amended Master Plan and the existing maintenance facility located in Land Bay M-8, together with any expansions thereof so long as any such expansion is located no closer to the Greenbelt Line than the existing maintenance facility and any road or cart paths necessary for access from the facility to Legacy Drive and the timeshare buildings and development within the M Land Bays may be located

within 150 feet of the Greenbelt Line. Where the road in Land Bay S-3 parallels realigned Route 614, the greenbelt buffer shall be no less than 115 feet from the Greenbelt Line of realigned Route 614. Where golf course fairways abut relocated Route 614 or Monticello Avenue, the greenbelt buffer shall have a minimum width of 75 feet. Where tee boxes or the putting surface of greens are located within 100 feet of the Greenbelt Line, enhanced landscaping approved by the Development Review Committee in the golf course site plan review process shall be provided between the tee or green and the 75 foot greenbelt buffer. In all other areas, a minimum 150 foot buffer shall be maintained. Where golf course fairways abut realigned Route 614 or Monticello Avenue, selective hand thinning of trees (but no removal of stumps) shall be permitted as a part of a landscaping plan approved by the Development Review Committee. Within this greenbelt the land shall be exclusive of any lots and undisturbed except for approved utilities, stormwater management improvements, entrance roads to Land Bays as shown generally on the Amended Master Plan, pedestrian/bicycle trails, golf cart path crossings and tunnels and project signs as approved by the Development Review Committee. No signs other than project signs and those requested by VDOT and/or the County shall be allowed. In the portions of the greenbelt buffer located within 250 feet of the intersection of Route 5 and Legacy Drive, Owner may (i) engage in select hand clearing and trimming of trees and other plants with a caliper of three inches or less; (ii) may engage in select hand clearing or trimming of trees and plants with a caliper of more than three inches with the prior specific approval of the Director of Planning on a case by case basis on the condition such trees or plants with a caliper in excess of three inches so cleared are replaced with new trees or plants with a caliper in excess of three inches; (iii) may plant enhanced landscaping, including trees and shrubs, and (iv) install fencing, all in accordance with a landscape plan approved by the Development Review Committee and the Director of Planning. The goal of the preceding sentence is to allow Owner to create a more attractive buffer than currently exist that allows partial visibility (but not an unobstructed view) of the development in adjacent Landbays comparable to the visibility provided by the greenbelt buffer along the Route 5 frontage of the Governor's Land at Two Rivers development. Unless otherwise approved by the Director of Planning, buildings constructed after the date hereof adjacent to the portions of the greenbelt buffer located within 250 feet of the intersection of Route 5 and Legacy Drive shall utilize materials (other than roofing materials) of brick and/or earth tone (from cream to tan) colors except doors, trim and shutters may be of any color from the City of Williamsburg approved color palette.

12. Entrances. The number of entrances and driveways to the project off of Route 5, realigned Route 614 and, if constructed, Monticello Avenue shall be limited to those shown on the Amended Master Plan.

13. Owners Association. All property owners at Greensprings by virtue of ownership of their lot or unit shall become members of an incorporated owners association although there may be different associations for different Land Bays. Each

owners association shall adopt an annual budget for maintenance of all common open space, recreation areas, sidewalks, parking, private streets, if any, and other privately owned but common facilities serving the portion of the Property in question and owned or maintained by the association in question.

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

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

	<u>Proffered Improvement</u>	<u>Timing</u>
1.	Commence construction of realigned Route 614 from existing Route 5 to northern boundary. A 120 right-of-way (or such wider right-of-way as may be necessary to accommodate required drainage structures) shall be dedicated to allow for future improvements. As part of this construction the following intersection improvements shall be made:	Before approval of any subdivision plat or site plan, other than golf course

- a. Realigned Route 614 shall be four lanes from existing Route 5 through the intersection with Land Bay M-9 and the Neighborhood Commercial Center. The remainder of realigned Route 614 shall be built as two lanes, offset within the right-of-way to allow for future widening. Realigned Route 614 shall be constructed in accordance with the standards set forth on Exhibit C hereto.

- b. At Brick Bat Road: The intersection of Brick Bat Road and Route 614 shall be relocated and part of Brick Bat Road reconstructed so that Brick Bat intersects Route 614 at approximately 90 degrees. Relocated Brick Bat Road shall have a separate left turn lane. North and southbound left turn lanes and a southbound right turn lane shall be built on Route 614.

- c. At Old Route 614 at North Boundary of Historical Site: A "T" intersection with a northbound right turn lane, a southbound left turn lane and westbound right and left turn lanes shall be constructed.

- d. At Entrance to Land Bay M-5: A "T" intersection with a northbound left turn lane, an eastbound right turn lane and an eastbound left turn lane. The first 50 feet of the entrance to Land Bay M-5 shall be constructed with adequate width for southbound right and through lanes.

- e. At existing Route 5:
An eastbound left turn lane and a westbound right turn lane on existing Route 5.
Southbound right and left turn lanes and one through lane shall be constructed as part of realigned Route 614.

- 2. Construct northbound and southbound left turn lanes into Land Bay M-9 and Neighborhood Commercial Center. Prior to issuance of Certificate of Occupancy in Area M-9 or the Neighborhood Commercial Center.

- 3. Construct northbound right turn lane, westbound left and right turn lanes and one west bound through lane at Neighborhood Commercial Center. Prior to issuance of Certificate of Occupancy in Neighborhood Commercial Center.

- 4. Construct southbound right turn lane and eastbound left and right turn lanes, and one eastbound through lane at Land Bay M-9. Prior to issuance of Certificate of Occupancy in Land Bay M-9.

- 5. Construct southbound left turn lane, northbound right turn lane, westbound combined left and through lanes, and westbound right turn lane at Land Bay M-8. Prior to issuance of Certificate of Occupancy in Land Bay M-8.

- 6. Construct southbound right turn lane, eastbound combined left turn lane and through lane, and eastbound right turn lane at Land Bay M-7. Prior to issuance of Certificate of Occupancy in Land Bay M-7.

- 7. Construct eastbound right turn lane, westbound left turn lane, and separate Prior to issuance of Certificate of Occupancy in Land Bay M-6.

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- northbound left and right turn lanes at Land Bay M-6.
8. Construct northbound and southbound left turn lanes, northbound right turn lane, westbound left turn lane, and right turn lane at clubhouse. Prior to issuance of Certificate of Occupancy for Clubhouse.
 9. Construct southbound right turn lane, eastbound and combined eastbound left and through lane and eastbound right turn lane at southern entrance to Land Bay S-1. Prior to recordation of subdivision plat for Land Bay S-1 turn utilizing the southern entrance.
 10. Construct northbound left turn, southbound right turn lane, eastbound right turn lane and combined eastbound through and left turn lanes at northern entrance to Land Bay S-1. Prior to recordation of subdivision plat for Land Bay S-1 utilizing the northern entrance.
 11. Construct northbound right turn lane into western portion of Land Bay S-3. Prior to recordation of subdivision plat for western portion of Land Bay S-3.
 12. Construct northbound right turn lane, westbound right turn lane and combined westbound left turn and through lane at Land Bay S-3. Prior to recordation of subdivision plat for the eastern portion of Land Bay S-3.
 13. Construction or payment for construction of a traffic signal at the intersection of Realigned Route 614 and existing Route 5. When warranted by MUTCD and requested by VDOT

16. Restrictions on Timeshares. Owner shall not create or operate a "time-share project" as defined in the Virginia Real Estate Time-Share Act, Va. Code, §§55-360 et. seq. in Land Bays S-1, S-3, M-9 or M-10.

17. Height Limitations. In land bays M-9 and M-10 any structure within 600 feet from the centerline of Route 5 (John Tyler Highway) shall not exceed 35 feet in height. In land bays M-9 and M-10 any structure located in that area in between 600 feet from the centerline of Route 5 (John Tyler Highway) and 900 feet from the centerline of Route 5 (John Tyler Highway) shall not exceed a maximum height of 45 feet.

18. Turn Lanes into Land Bay M-10. Prior to the issuance of a certificate of occupancy for any structure on Land Bay M-10, a right turn lane from westbound Route 5 and a left turn lane from eastbound Route 5 into the entrance to Land Bay M-10 shall have been constructed or construction commenced and completion bonds or other surety acceptable to the County Attorney posted to assure completion of the turn lanes.

19. Commercial Uses in Land Bay M-10. Any accessory commercial uses located in Land Bay M-10, such as bank offices, beauty salons and barbershops, shall be located and designed to serve residents of Land Bay M-10. Commercial uses shall not be advertised from any public right-of-way.

20. Residency Agreement. Prior to the start of construction in Land Bay M-10, Owner shall submit to the County a copy of the agreements between Owner and the future residents of Land Bay M-10 which agreements shall provide that permanent residents under the age of 18 (or such higher age determined by Owner) shall not be permitted in Land Bay M-10.

21. Maintenance Facility. The area shown on the Amended Master Plan as "Fire Station & Maintenance Facility" shall be used only as a golf course maintenance facility; project maintenance, storage and office facility; construction storage, maintenance and office facilities; recreational vehicle storage area and a County fire station and related uses as determined by the Fire Chief. Any outdoor storage areas within the Fire Station & Maintenance Facility shall be screened with a fence approved by the Development Review Committee.

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

DEC-86 0351

WITNESS the following signatures and seals.

GREENSPRINGS PLANTATION, INC.
a Virginia corporation

By: Man B. Sharpe

Title: PRESIDENT

RIVERSIDE HEALTH CARE ASSOCIATION,
INC., a Virginia corporation

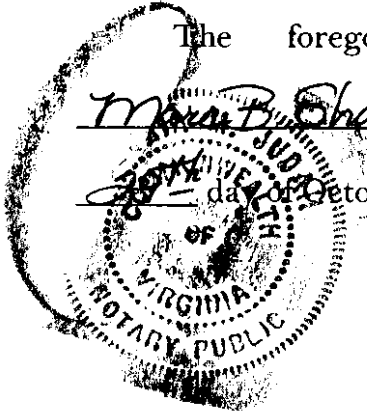
By: J. Michael Donohue

Title: Vice President

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me by Maria B. Sharp, President of Greensprings Plantation, Inc. this 28 day of October, 1999.



Gloria M. Judah
NOTARY PUBLIC

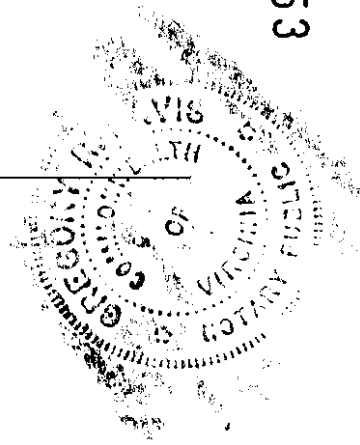
My commission expires: August 31, 2000

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me by F. Michael Martin, Vice President of Riverside Health Care Association, Inc. this 29th day of October, 1999.

[Signature]
NOTARY PUBLIC



My commission expires: August 31, 2002

#603951 v1 - Agree.- Greensprings

DEC-8 0353

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B

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

These standards are stated as follows:

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

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

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

DEC-8 66 0355

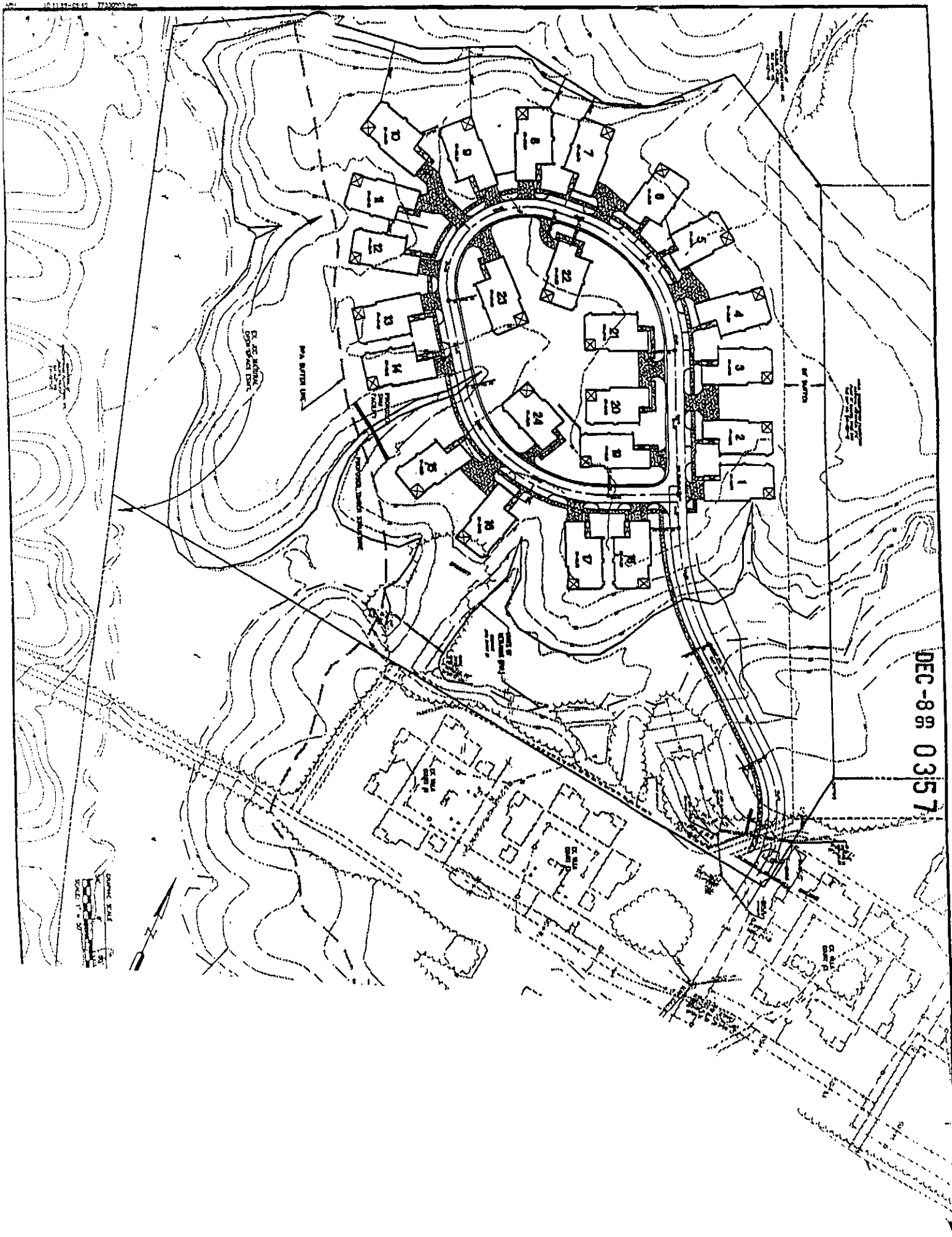
EXHIBIT C

All that certain lot, piece or parcel of land located in the Berkeley District of the County of James City, and more particularly shown On the plat entitled "Plat of Subdivision, A Parcel Containing 89.404 Ac. Being a Portion of the Property Owned by Greensprings Plantation, Inc.", dated November 22, 1994, and made by AES, Consulting Engineers, Williamsburg, Virginia, of record in the Clerk's Office of the Circuit Court for the City of Williamsburg and the County of James City in Plat Book 60, page 100.

VIRGINIA: City of Williamsburg and County of James City, to Wit:
In the Clerk's Office at the Circuit Court for the City of Williamsburg and County of James City the 8 day of Dec, 19 99 this Proffer Agree. was presented with the certificate annexed and admitted to record at 3:50 o'clock.
Teste: Helene S. Ward, Clerk
By: Helene S. Ward
Deputy Clerk

PLAT ATTACHED

DEC-8 99 0356



DEC-88 0357

COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT
WILLIAMSBURG/JAMES CITY COUNTY CIRCUIT
DEED RECEIPT

TO:
NEY

DATE: 12/08/99 TIME: 15:52:09 ACCOUNT: 830CLR990025600 RECEIPT: 99000039175
DASHIER: C4B REG: W604 TYPE: AG PAYMENT: FULL PAYMENT
INSTRUMENT : 990025600 BOOK: PAGE: RECORDED: 12/08/99 AT 15:52
GRANTOR: GREENSPRINGS PLANTATION INC EX: N LOC: CO
GRANTEE: JAMES CITY COUNTY EX: N PCT: 100%
AND ADDRESS :
RECEIVED BY: JOCO DATE OF DEED: 10/29/99

CHECK : \$31.00
DESCRIPTION 1: PROFFER AGREEMENT GREENSPRINGS PLANTATION &
2: RIVERSIDE HEALTH CARE ASSOCIATION

CONSIDERATION: .00 ASSUME/VAL: .00 MAP:
CODE DESCRIPTION PAID CODE DESCRIPTION PAID
201 DEEDS 30.00 145 VSLF 1.00

TENDERED : 31.00
AMOUNT PAID: 31.00
CHANGE AMT : .00

CLERK OF COURT: HELENE S. WARD