

Minutes of the Meeting of the  
State Highway Commission of Virginia  
Held in  
Lexington, October 7, 1954.

At 12:15 P. M. Thursday, October 7, the State Highway Commission met in the Robert E. Lee Hotel, Lexington, Virginia. Present - Messrs. J. A. Anderson, E. P. Barrow, S. D. May, Burgess E. Nelson, S. W. Rawls, Howard C. Rogers, Tucker C. Watkins, Jr. and William A. Wright.

Following lunch the meeting was called to order by the Chairman.

Moved by Mr. Rawls, seconded by Mr. Watkins, that the minutes of the July 20 meeting be approved. Motion carried.

Moved by Mr. Watkins, seconded by Mr. Rawls, that the minutes of the meeting of August 3-5 be approved. Motion carried.

Moved by Mr. Barrow, seconded by Mr. Rogers, that the Commission approve the permits issued from the August 3-5 meeting to October 7, inclusive, as recorded in the Auditing Division. Motion carried.

Moved by Mr. Rawls, seconded by Mr. Barrow, that the permits cancelled by the Commissioner from the August 3-5 meeting to October 7, inclusive, as authorized June 25, 1947, and recorded in the Auditing Division, be approved. Motion carried.

A delegation of the following gentlemen appeared before the Commission with further reference to the transfer of sections of Routes 58 and 150 of the Primary System in Buckingham, Nelson and Amherst Counties to the Secondary System - Messrs. B. H. Camden, D. D. Burford, W. M. Fulcher, Tyler Fulcher, H. L. Gantt, J. L. Patterson, C. H. Wood, Chas. T. Noess, Thos. B. Hall, H. W. Whitehead, Geo. P. Hollich, T. L. Wright, Maury F. LaSueur, C. H. Moon, H. D. Moyer and Robert Whitehead who spoke for the group.

The Commission took the problem under advisement, to be acted on at a later meeting.

Moved by Mr. Rawls, seconded by Mr. Barrow, that the Commission confirm award of contract on bids received August 4 for the construction of Project 1680-70-71, Route 11, City of Roanoke: Int. of Jefferson Street and Salem Avenue-Int. 2nd Street East and Commonwealth Avenue (SW Overpass and Approaches), Salem District, to the low bidder, Rea Construction Company, Inc., Charlotte, North Carolina, at the bid of \$1,656,718.88; that 10% additional be set aside to cover the cost of engineering and additional work, \$220,950.00 for work by the Railroad and \$6,500.00 for work by State Forces, making a total of approximately \$2,048,850.00 chargeable to this project: to be financed -

State	\$ 15,212.00
City of Roanoke	680,508.00
Norfolk & Western RR	680,508.00
Post War Federal Aid Funds (Urban)	<u>675,022.00</u>
	\$2,048,850.00.

Motion carried.

Moved by Mr. Rawls, seconded by Mr. Barrow, that the Commission confirm its action to purchase an additional 1.94 acres of land in Campbell County at a cost of \$291.00; it being necessary for road purposes in the permanent camp site of Convict Camp No. 9.  
Motion carried.

Moved by Mr. Rawls, seconded by Mr. Barrow, that the Commission confirm award of contract on bids received August 18 for the construction of Project 1515-12, Route 701, Int. Route 698 (South of Int. Route 501)-0.021 Mi. South Int. Route 501 (S. of Rustburg), Campbell County, to the low bidder, Roanoke Paving Co., Inc., Roanoke, Virginia, at the bid of \$62,995.97 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$69,500.00 chargeable to this project. Motion carried.

Moved by Mr. Barrow, seconded by Senator Nelson, that the Commission confirm award of contract on bids received August 18 for the construction of Project 1817-08, Route 701, N. Int. of Route 775 (N. of Dress)-Int. Route 58 (Broom's Store), Carroll County, to the low bidder, Adams Construction Co., Roanoke, Virginia, at the bid of \$98,029.71 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$98,850.00 chargeable to this project. Motion carried.

Moved by Mr. Watkins, seconded by Senator Nelson, that the Commission confirm award of contract on bids received August 18 for the construction of Project 1851-08, Route 881, Int. Route 680 (Near Floyd C.H.)-0.01 Mi. E. of West Int. Route 882 (W. of Pizarro), Floyd County, to the low bidder, Merchant-Parrier Co., Staunton, Virginia, at the bid of \$48,922.55 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$53,800.00 chargeable to this project. Motion carried.

Moved by Senator Nelson, seconded by Mr. Rogers, that the Commission confirm award of contract on bids received August 18 for the construction of Project 4550-04-05, Route 50, 0.457 Mi. E. of WGL West Point-0.184 Mi. W. of WGL West Point, King William County and Town of West Point, to the low bidder, W. W. Warring, Rockfish, Virginia, at the bid of \$63,583.90, that 10% additional be set aside to cover the cost of engineering and additional work and \$219.00 for work by State Forces, making a total of approximately \$70,150.00 chargeable to this project. Motion carried.

Moved by Mr. Rogers, seconded by Mr. Watkins, that the Commission confirm award of contract on bids received August 18 for the construction of Project 6142-05-04-05, Route 54, 1.202 Mi. E. of Int. Route 1-0.441 Mi. W. of Int. Route 501, Hanover County, to the low bidder, Mallard Construction Co., Manassas, Virginia, at the bid of \$60,129.66, that 10% additional be set aside to cover the cost of engineering and additional work, \$330.00 for work by State Forces and \$6,110.00 for work by the C&O RR, making a total of approximately \$75,800.00 chargeable to this project. Motion carried.

Moved by Mr. Watkins, seconded by Mr. Barrow, that the Commission confirm award of contract on bids received August 18 for the construction of Project 1567-15, Route 617, Int. Route 618 (E. of Greese)-Int. Route 615 (S. of Fergusenville), Nottoway County, to the low bidder, R. E. Rose, Richmond, Virginia, at the bid of \$28,199.85 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$31,000.00 chargeable to this project. Motion carried.

Moved by Mr. Rauls, seconded by Senator Nelson, that the Commission confirm award of contract on bids received August 18 for the construction of Project 1571-21, Route 865, 0.085 Mi. N. Int. Route 41 (At Pleasant Gap)-0.825 Mi. S. of Int. Route 716, Pittsylvania County, to the low bidder, Carlton A. Grider, Chatham, Virginia, on REGULAR BID of \$60,807.08 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$66,800.00 chargeable to this project. Motion carried.

Moved by Mr. Barrow, seconded by Senator Nelson, that the Commission confirm award of contract on bids received August 18 for the construction of Project 1578-06, Route 642, 0.70 Mi. N. of Int. Route 614 (Tidewater)-1.06 Mi. N. of Int. Route 614 (Tidewater), Richmond County, to the low bidder, Richard F. Klefer, Richmond, Virginia, at the bid of \$10,787.55 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$11,800.00 chargeable to this project. Motion carried.

Moved by Mr. Hay, seconded by Mr. Watkins, that the Commission confirm award of contract on bids received August 18 for the construction of Project 1880-02, Route 625, Int. Route 117-Int. Route 11 (Near NCL of Roanoke), Roanoke County, to the low bidder, Adams Construction Co., Roanoke, Virginia, on REGULAR BID of \$80,289.64 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$88,500.00 chargeable to this project. Motion carried.

Moved by Mr. Watkins, seconded by Mr. Hay, that the Commission confirm award of contract on bids received August 18 for the construction of Project 1895-05, Route 622, 0.02 Mi. E. of Int. of Route 17 (Vernon's Corner)-Int. Route 630 (Coopers), York County, to the low bidder, Clyde R. Royals, Hampton, Virginia, at the bid of \$24,452.16 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$26,900.00 chargeable to this project. Motion carried.

Moved by Mr. Hay, seconded by Mr. Bauls, that the Commission confirm award of contract on bids received August 18 for the construction of Project 1795-08-09, Route 56, 0.478 Mi. E. of WCL Damascus-0.154 Mi. W. of WCL Damascus, Washington County, to the low bidder, Penleton Construction Corp., Wytheville, Virginia, at the bid of \$22,699.00, that 10% additional be set aside to cover the cost of engineering and additional work and \$110.00 for work by State Forces, making a total of approximately \$25,100.00 chargeable to this project; financed \$22,900.00 by the State and \$2,200.00 by the Town of Damascus. Motion carried.

Moved by Mr. Bauls, seconded by Mr. Barrow, that the Commission confirm award of contract on bids received August 18 for Repairs to Fender System - James River Bridge and Nansemond River Bridge, Isle of Wight and Nansemond Counties and City of Warwick, Route 17, to the low bidder, McLean Contracting Company, Baltimore, Maryland, at the bid of \$8,795.00 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$9,700.00 chargeable to this project. Motion carried.

Moved by Senator Nelson, seconded by Mr. Watkins, that the Commission confirm award of contract on bids received August 18 for the construction of Project 1908-17, Route 480, 0.657 Mi. W. of West End Big Otter River Bridge-0.270 Mi. E. of Little Otter River, Bedford County, to the low bidder, W. W. Buck and Sons, Virgilina, Virginia, at the bid of \$210,726.57, that 10% additional be set aside to cover the cost of engineering and additional work and \$7,452.00 for work by State Forces, making a total of approximately \$229,250.00 chargeable to this project. Motion carried.

Moved by Mr. May, seconded by Mr. Watkins, that the Commission confirm award of contract on bids received August 18 for the construction of Project 2108-12, Route 60, 2.574 Mi. W. of WCL Covington-8, 152 Mi. W. of WCL Covington, Alleghany County, to the low bidder, Echols Brothers, Inc., Staunton, Va., at the bid of \$54,724.52, that 10% additional be set aside to cover the cost of engineering and additional work and \$8,547.00 for work by State Forces, making a total of approximately \$63,271.52 chargeable to this project. Motion carried.

Moved by Mr. Watkins, seconded by Mr. Barrow, that the Commission confirm award of contract on bids received August 18 for the construction of Project 2108-71, Route 60, Int. "B" Street in Clifton Forge-ECL Clifton Forge, Alleghany County, to the low bidder, Merchant-Farrier Co., Staunton, Va., at the bid of \$17,114.20 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$18,825.62 chargeable to this project; financed \$9,425.00 by the State and \$9,425 by Clifton Forge. Motion carried.

Moved by Mr. Barrow, seconded by Senator Nelson, that the Commission confirm award of contract on bids received August 18 for the construction of Project 2349-02, Route 360, E. End of Mattaponi River Bridge-1, 769 Mi. E. of E. End Mattaponi River Bridge, Contract No. 1, King and Queen County, to the low bidder, E. V. Williams and Co., Inc., Norfolk, Virginia, at the bid of \$57,464.88, that 10% additional be set aside to cover the cost of engineering and additional work and \$6,348.00 for work by State Forces, making a total of approximately \$63,812.88 chargeable to this project. Motion carried.

Moved by Mr. Watkins, seconded by Mr. May, that the Commission confirm award of contract on bids received August 18 for the construction of Project 3688-03-04, Route 208, 0.769 Mi. W. of Int. of Route 606 (Post Oak)-0.649 Mi. W. of Int. Route 606 (Post Oak), Spotsylvania County, to the low bidder, Mallard Construction Company, Nonesuch, Va., at the bid of \$20,254.11, that 10% additional be set aside to cover the cost of engineering and additional work and \$55.00 for work by State Forces, making a total of approximately \$22,364.11 chargeable to this project. Motion carried.

Moved by Mr. May, seconded by Mr. Reels, that the Commission confirm award of contract on bids received August 18 for the construction of Project 1532-07, Route 640, S. of Terminus of Route 640 (Shores)-Int. of Route 6 (Central Plains), Fluvanna County, to the low bidder, Virginia Engineering Co., Inc., Newport News, Va., on REGULAR BID of \$75,685.78 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$83,254.36 chargeable to this project; additional \$20,759.00 required to be supplied from the 1955-56 Matched Secondary Federal Aid funds for Fluvanna County. Motion carried.

Moved by Mr. Barrow, seconded by Mr. May, that the Commission confirm award of contract on bids received August 18 for the construction of Project 4024-05, Route 45, Repairs to James River Bridge at Cartersville, Cumberland and Goochland Counties, to the low bidder, Campbell and Graves, Lynchburg, Va., at the bid of \$48,425.00, that 10% additional be set aside to cover the cost of engineering and additional work and \$5,500.00 for Floor Fasteners furnished by the State, making a total of approximately \$53,925.00 chargeable to this project; financed \$45,000.00 by the C&O Railway Company and \$8,925.00 provided by the State from the 1955-58 allocations. Motion carried.

Moved by Mr. Rawls, seconded by Mr. Watkins, that the Commission confirm award of contract on bids received August 18 for Furnishing, Delivering and Applying Plant Mixed Bituminous Material Type I-3, Schedule #27-54, Salem District, to the low bidder, Adams Construction Co., Roanoke, Va., at the bid of \$9,852.86 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$9,800.00 chargeable to this project; financed with \$9,800.00 from the 1954-55 Allocation to Route 61 in Giles County, in Narrows. Motion carried.

Moved by Mr. Watkins, seconded by Mr. Barrow, that the Commission confirm award of contract on bids received August 18 for the construction of Project 1661-02, Route 18, 1.707 MI. N. of N.C. Line-0.895 MI. N. of N.C. Line, Hansswood County, to the low bidder, W. H. Scott, Franklin, Va., at the bid of \$58,855.74, that 10% additional be set aside to cover the cost of engineering and additional work and \$2,915.00 for work by State Forces, making a total of approximately \$61,770.74 chargeable to this project; additional \$21,850.00 required to be supplied from the 1955-56 allocations. Motion carried.

Moved by Mr. Rogers, seconded by Mr. Rawls, that the Commission confirm award of contract on bids received August 18 for Furnishing, Delivering and Applying Plant Mixed Bituminous Material Type I-3, Schedule 54-54, Staunton District, to the low bidder, F. D. Cline Paving Company, Raleigh, N. C., at the bid of \$25,772.00 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$28,350.00 chargeable to this project; financed \$8,850.00 from remaining construction balance on Route 211, Project 1958-05 (Luray E. and W.) and \$19,500.00 from the 1954-55 Construction Allocation to Route 211, Page County, between White House Bridge and Luray. Motion carried.

Moved by Mr. Rawls, seconded by Mr. May, that the Commission confirm award of contract on bids received August 18 for Furnishing, Delivering and Applying Plant Mixed Bituminous Material Types H-2 and I-3, Schedule 55-54, Staunton District, to the low bidder, F.D. Cline Paving Company, Raleigh, N.C., at the bid of \$45,780.70 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$50,360.77 chargeable to this project; financed with \$52,519.92 construction balance remaining on Route 211, Project 1758-04, Rappahannock County Line-West - and \$18,000.00 from the Staunton District Construction Reserve. Motion carried.

Moved by Mr. May, seconded by Mr. Watkins, that the Commission confirm award of contract on bids received August 18 for Furnishing, Delivering and Applying Plant Mixed Bituminous Material Types F1 or I-3, Schedule 55-54, Lynchburg District, to the low bidder, Thompson-Arthur Paving Co., Danville, Virginia, at the bid of \$22,619.50 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$24,900.00 chargeable to this project; financed with \$3,281.51 construction balance remaining on Route 501, Project 2041-09, NGL South Boston to Route 129 AND \$21,618.49 from Construction Balance on Route 501, Project 2041-08, NGL of South Boston to Route 129. Motion carried.

Moved by Mr. Watkins, seconded by Mr. Rawls, that the Commission confirm award of contract on bids received August 18 for Furnishing, Delivering and Applying Plant Mixed Bituminous Material Type F-1 or I-3, Schedule 76-54, Culpeper District, to the low bidder, J. E. Ford Company, Inc., Lynchburg, Va., at the bid of \$17,236.02 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$19,000.00 chargeable to this project; financed by \$9,560.00 Orange County 1954-55 Primary System Maintenance Budget, Route 15; \$1,426.00 Orange County 1954-55 Primary System Maintenance Budget, Route 20; \$2,317.63 Madison County Construction Balance on Route 28, Town of Madison; \$5,000.00 Madison County 1954-55 Allocation on Route 28, Town of Madison; \$707.37 Construction Reserve of Culpeper District. Motion carried.

Moved by Mr. Rawls, seconded by Mr. Barrow, that the Commission confirm award of contract on bids received August 18 for Moving Two Story Frame Dwelling near Virginia State Police Headquarters, Chesterfield County, Route 60, Project 2120-07, to the low bidder, William B. Patram and Co., Richmond, Virginia, at the bid of \$7,196.00 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$7,900.00 chargeable to this project. Motion carried.

Moved by Mr. Barrow, seconded by Mr. Rawls, that the Commission confirm REJECTION of bids received August 18 for the construction of Project 1315-01-02, Route 604, Int. of Route 480-North End of Bridge over Poplar Creek, Buchanan County, the low bid being 15.4% over estimate; and readvertise the project at a later date. Motion carried.

Moved by Mr. Rawls, seconded by Senator Nelson, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1895-07, Route 640, Int. Route 641 (N. of Bristol)-Int. Route 638 (Bursen Place), Washington County, to the low bidder, Adams Construction Co., Removille, Va., at the bid of \$72,487.07 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$79,750.00 chargeable to this project. Motion carried.

Moved by Senator Nelson, seconded by Mr. Watkins, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1741-14-1B, Route 58, Contract No. 1, 5.634 Mi. W. Turbevills P. O., -9,552 Mi. W. Turbevills P. O., Halifax County, to the low bidder, Mount Airy Grading Co., Mount Airy, N.C., at the bid of \$250,541.20, that 10% additional be set aside to cover the cost of engineering and additional work and \$110.00 for work by State Forces, making a total of approximately \$258,500.00 chargeable to this project. Motion carried.

Moved by Mr. Watkins, seconded by Mr. Barrow, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1795-11, Route 58, Contract No. 1, Bridge over Middle Fork of Holston River near Abingdon, Washington County, to the low bidder, McIlwain and Wood, Inc., Salem, Va., at the bid of \$101,066.44 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$111,200.00 chargeable to this project. Motion carried.

Moved by Mr. Barrow, seconded by Mr. May, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1741-09, Route 58, Contract No. 2, Bridge over Dam River 12.4 miles from Danville, Halifax County, to the low bidder, E.F. Blankenship Co., Salem, Virginia, at the bid of \$152,601.67 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$165,850.00 chargeable to this project. Motion carried.

Moved by Mr. May, seconded by Mr. Watkins, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1906-12, Route 460, 5,236 Mi. W. of W.C.L. Bedford-8,044 Mi. W. of W.C.L. Bedford, Bedford County, to the low bidder, A. B. Burton Co., Inc., Lynchburg, Va., at the bid of \$278,167.46, that 10% additional be set aside to cover the cost of engineering and additional work and \$14,106.00 for Surface Treatment, making a total of approximately \$320,100.00 chargeable to this project. Motion carried.

Moved by Mr. Barrow, seconded by Mr. May, that the Commission confirm award of contract on bids received September 22 for the construction of Projects 2918; 2974, Route 58, Test Piles James River Near Hopewell, Charles City and Prince George Counties, to the low bidder, Tidewater Construction Corp., Norfolk, Virginia, at the bid of \$5,208.00 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$5,750.00 chargeable to this project. Motion carried.



Moved by Mr. Hay, seconded by Mr. Rawls, that the Commission confirm award of contract on bids received September 22 for the construction of Project 5875-06, Route 184, 0.508 Mi. E. Int. Route 58-1.558 Mi. N. of NCL Virginia Beach, Princess Anne County, to the low bidder, Ames and Webb, Inc., Norfolk, Virginia, at the bid of \$277,197.25, that 7.8% additional be set aside to cover the cost of engineering and additional work and \$955.00 for work by State Forces, making a total of approximately \$300,000.00 chargeable to this project. Motion carried.

Moved by Mr. Rawls, seconded by Senator Nelson, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1509-11, Route 854, Roanoke County Line (Near Winton)-W. End Bridge over Roanoke River (Franklin Line), Bedford County, to the low bidder, Nellie W. Moyer, Staunton, Virginia, at the bid of \$95,324.82 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$102,650.00 chargeable to this project. Motion carried.

Moved by Senator Nelson, seconded by Mr. Rogers, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1542-09, Routes 610, 677, 611; Louisa County Line-Int. Route 691 (E. of Gouldin), Hanover County, to the low bidder, D. W. Winklessen Carolina Co., Greensboro, N. C., at the bid of \$78,842.65 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$84,560.00 chargeable to this project. Motion carried.

Moved by Mr. Rogers, seconded by Mr. Watkins, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1551-02, Route 646, Int. Route 5 (Pitman Corner)-Int. Route 200, Lancaster County, to the low bidder, J. R. Ford Co., Inc., Lynchburg, Va., at the bid of \$15,421.40 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$16,950.00 chargeable to this project. Motion carried.

Moved by Mr. Rawls, seconded by Senator Nelson, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1576-13, Route 600, Int. Route 460 (Rice)-0.506 Mi. W. of Int. Route 480, Prince Edward County, to the low bidder, John F. Harvey, Lynchburg, Va., at the bid of \$11,067.51; that 10% additional be set aside to cover the cost of engineering and additional work and \$4,224.00 for Railroad Work, making a total of approximately \$16,400.00 chargeable to this project. Motion carried.

Moved by Senator Nelson, seconded by Mr. Watkins, that the Commission confirm award of contract on bids received September 22 for the construction of Project Sec. 0920, Route 100, Repairs to Bridge over Park Creek One Mile from Nordan, Pulaski County, to the low bidder, Bennett Construction Co., Salem, Va., at the bid of \$12,400.00 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$13,650.00 chargeable to this project. Motion carried.

Moved by Mr. Watkins, seconded by Mr. Barrow, that the Commission confirm award of contract on bids received September 22 for the construction of Project 2086-08, Route 17, 4.728 Mi. W. of Gloucester C.H.-1.141 Mi. S. Int. of Route 14 at Adner, Gloucester County, to the low bidder, Virginia Engineering Co., Inc., Newport News, Va., at the bid of \$138,947.59; that 10% additional be set aside to cover the cost of engineering and additional work and \$17,605.00 for work by State Forces, making a total of approximately \$170,450.00 chargeable to this project. Motion carried.

Moved by Mr. Barrow, seconded by Mr. May, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1855-07, Route 606, Int. Route 157 (E. of Kenbridge) Int. of Route 645, Lunenburg County, to the low bidder, R. H. Rose, Richmond, Va., on REGULAR BID of \$27,695.28 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$30,450.00 chargeable to this project. Motion carried.

Moved by Mr. May, seconded by Senator Nelson, that the Commission confirm award of contract on bids received September 22 for the construction of Project 2009-05, Route 501, 0.608 Mi. S. of Int. Route 789-0.008 Mi. S. of Route 789 at Big Island, Bedford County, to the low bidder, A. B. Torrence and Co., Inc., Elkton, Va., at the bid of \$88,264.17, that 10% additional be set aside to cover the cost of engineering and additional work and \$275.00 for work by State Forces, making a total of approximately \$97,850.00 chargeable to this project; additional \$15,951.15 required to be provided in the 1955-56 allocations. Motion carried.

Moved by Senator Nelson, seconded by Mr. Rawls, that the Commission confirm award of contract on bids received September 22 for the construction of Project 2733-07, Route 40, 0.042 Mi. E. of Endicott P.O.-0.058 Mi. W. of Endicott P.O., Franklin County, to the low bidder, Carlton A. Crider, Chatham, Va., at the bid of \$52,475.15; that 10% additional be set aside to cover the cost of engineering and additional work and \$11,695.00 for work by State Forces, making a total of approximately \$47,400.00 chargeable to this project; additional \$12,400.00 required to be provided in the 1955-56 allocations. Motion carried.

Moved by Mr. Rawls, seconded by Mr. Rogers, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1875-14, Route 646, 0.111 Mi. N. of Int. Route 511 (Aden)-Int. Route 658 (Near Nokesville), Prince William County, to the low bidder, A. B. Torrence and Co., Inc., Elkton, Va., at the bid of \$46,261.38 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$50,900.00 chargeable to this project; additional \$2,080.00 required to be provided from the 1955-56 matched Secondary Federal Aid Funds to Prince William County. Motion carried.

Moved by Mr. Rogers, seconded by Mr. Watkins, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1385-15, Route 779, Int. Route 781-West Va. State Line, Shenandoah County, to the low bidder, John P. Harvey, Lynchburg, Va., at the bid of \$7,190.80 and that 10% additional be set aside to cover the cost of engineering and additional work, making a total of approximately \$7,900.00 chargeable to this project; additional \$3,950.00 State Matching Share (50%) to be provided in the 1954-55 Secondary Budget. Motion carried.

Moved by Mr. Watkins, seconded by Mr. Barrow, that the Commission confirm award of contract on bids received September 22 for the construction of Project 1980-05, Route 480, 0.199 Mi. N. of Int. Route 11 in Christiansburg-0.417 Mi. N. of Int. Route 11, Montgomery County, to the low bidder, Stephen D. Steele, Rustburg, Va., at the bid of \$85,595.40; that 10% additional be set aside to cover the cost of engineering and additional work and \$3,185.80 for work by State Forces, making a total of approximately \$75,100.00 chargeable to this project; additional \$7,789.78 State Funds required to be provided in the 1955-56 allocations and \$350.22 by Christiansburg. Motion carried.

Moved by Mr. Barrow, seconded by Mr. May, that the Commission confirm award of contract on bids received September 22 for the construction of Project 8455-05-06, Routes 49 and 40, 0.019 Mi. S. Int. Routes 40 and 49-0.094 Mi. S. Int. Routes 40 and 49 in Victoria, Lunenburg County, to the low bidder, L. S. Abernathy and Co., Glen Allen, Va., at the bid of \$94,874.70; that 10% additional be set aside to cover the cost of engineering and additional work, \$185.00 for work by State Forces and \$840.00 for work by the Railroad, making a total of approximately \$104,817.17 chargeable to this project; to be financed by State Allocation of \$100,000.00, Virginian Railroad \$18,000.00 and Victoria \$18.35. Motion carried.

Moved by Mr. May, seconded by Mr. Basile, that the Commission confirm REJECTION of all bids received September 22 for the construction of Project 1684-10, Routes 13 and 185, 0.081 Mi. S. of Int. Routes 15 and 185-0.125 Mi. N. of Int. Routes 15 and 185, Norfolk County, the low bid being 11.4% over estimate. Motion carried.

A letter of July 29 from Mr. Chris H. Whitman, Director of Industrial Development, Virginia Chamber of Commerce, regarding the Revision of Policy of the Commission concerning Roads Leading to Industries, and a copy of reply by Mr. Marye, were brought to the attention of the Commission.

The latest traffic flow map was brought to the attention of the Commission. This gave a full picture of the increase in traffic in comparison with previous years.

WHEREAS, on September 1, 1954, after thirty three years and three months continuous service with the Virginia Department of Highways, Turner Fauntleroy Loughborough retired, and

WHEREAS, during his career with the Department he displayed exceptional devotion to duty and by his conduct, as an outstanding engineer and gentleman, exercised a great influence on his associates, and

WHEREAS, he is held in high esteem by all his fellow workers;

RESOLVED, that the State Highway Commission express its appreciation to this excellent public servant for his worthy contribution to development of Virginia's highways;

RESOLVED FURTHER, that a copy of this resolution be spread upon the minutes of the Commission and a copy sent to Mr. Loughborough.

Moved by Mr. Rawls, seconded by Mr. Barrow, that whereas, Hampton Roads is one of the foremost ports in the United States and the term "Hampton Roads" is internationally known; and whereas, Project (j) of the State Revenue Bond Act, Section 55-226 of the Code of Virginia, is defined as "Hampton Roads Bridge, Tunnel, or Bridge and Tunnel System....."; be it resolved, that the official name of the bridge and tunnel extending across Hampton Roads and the approach highways thereto be known and designated as the "Hampton Roads Bridge-Tunnel System." Motion carried.

Moved by Mr. Rawls, seconded by Mr. Barrow, that whereas, under authority of Section 55-113.2 of the Code of Virginia, Amended, request is made by the City of South Norfolk for payment at the basic rate of \$500 per mile annually on additional streets meeting the required standards; now, therefore, be it resolved, that quarterly payments at the basic rate of \$500 per mile annually be made to the City of South Norfolk on additional streets totaling 1.457 miles, effective beginning the first quarter, July 1, 1954. Motion carried.

Moved by Mr. Barrow, seconded by Mr. Watkins, that whereas, under authority of Section 55-113.2 of the Code of Virginia, Amended, request is made by the Town of Wytheville for payment at the basic rate of \$500 per mile annually on additional streets meeting the required standards; now, therefore, be it resolved, that quarterly payments at the basic rate of \$500 per mile annually be made to the Town of Wytheville on additional streets totaling 0.473 mile, effective beginning the first quarter, July 1, 1954. Motion carried.

Moved by Mr. Barrow, seconded by Mr. Rawls, that whereas, under authority of Section 55-113.2 of the Code of Virginia, Amended, request is made by City of Roanoke for payment at the basic rate of \$500 per mile annually on additional streets meeting the required standards; now, therefore, be it resolved, that quarterly payments at the basic rate of \$500 per mile annually be made to the City of Roanoke on additional streets totaling 25.59 miles, effective beginning the first quarter, July 1, 1954. Motion carried.

Moved by Mr. Barrow, seconded by Mr. Watkins, that whereas, under authority of Section 55-115.2 of the 1950 Code of Virginia, Amended, request is made by the Town Council of Blackstone in their resolution dated August 2, 1954, for the addition of streets meeting the required standards and subject to payment at the basic rate of \$300 per mile annually; now, therefore, be it resolved, that quarterly payments be made to the Town of Blackstone on additional streets totaling 1.265 miles, effective beginning the second quarter, October 1, 1954. Motion carried.

Moved by Mr. Rawls, seconded by Mr. Barrow, that whereas, Section 48-556 of the Code of Virginia 1950 provides that the State Highway Commission, may, by general or special order, which may be amended or rescinded from time to time, increase the maximum weights permitted on the road surface of certain highways, or parts thereof, such as in the opinion of the Commission are capable from the standpoint of the design, strength and conditions, of carrying such maximum weights as prescribed in Sub-sections (5) and (4) of this section; and whereas, Sub-section (5) of said Section provides maximum limits of having 18,000 pounds axle weights and gross weights of 40,000 pounds for vehicles having three axles; and whereas, Sub-section (4) of said section provides maximum limits of 18,000 pounds axle weights and gross weights of 50,000 pounds for vehicles having four or more axles; and whereas, Section 48-557, provides that the State Highway Commission shall cause every highway or part thereof, on which the maximum weight per axle and the maximum gross weight have been increased as provided in the preceding Section to be marked with appropriate signs indicating respective weight limits permitted; the State Highway Commission hereby orders that appropriate signs be posted on the following:

<u>Route No.</u>	<u>From</u>	<u>To</u>	<u>Length (Miles)</u>
Alt. 58	W.C.L. Danville	Intersection with present Rt. 58; Pittsylvania County	4.02
58	Route 29 at Lovingston	Shipman; Nelson County	4.08
651	Route 11 in Stephens City	A point 100 feet West of B&O RR; Frederick County	0.65
643 & 644	Route 58	Webster Brick Company Nansemond County	2.71
		Total	11.46

(Total of 5,769.01 miles\* in the 50,000 pound system and 51.87 miles in the 40,000 pound system.)

(\*5,748.57 miles in the Primary System  
20.64 miles in the Secondary System.)

Motion carried.

Moved by Mr. Rawls, seconded by Mr. Watkins, that whereas, by proper resolutions the various Boards of Supervisors have requested the discontinuance of certain roads from the Secondary System; and whereas, the Resident Engineers representing the Commission, did post notices and hold hearings in the respective counties to ascertain whether or not such roads should be discontinued; the proposed discontinuances meeting no valid opposition, now therefore, be it resolved, that the following roads be discontinued as parts of the Secondary System as provided by Section 33-78.7 of the 1950 Code of Virginia, Amended; effective this date:

- ROCKBRIDGE COUNTY** - Section of Route 661, from a point 1.50 miles northwest of Route 662 and running northwesterly 1.20 miles to the intersection of Route 612, length 1.20 miles.
- BRUNSWICK COUNTY** - Route 657, between survey Sta. 26,410 and Sta. 185,00, replaced by new construction on Project 1512-08-09, length 1.20 miles.
- FREDERICK COUNTY** - Route 600, section of old location between survey Sta. 257,20 and Sta. 241,60, replaced by new construction on Project 1354-05, length 0.068 mile.
- Route 600, section of old location between survey Sta. 293,00 and Sta. 296,70, replaced by new construction on Project 1354-05, length 0.074 mile.

Motion carried.

Moved by Mr. May, seconded by Senator Nelson, that the problem of renumbering Route 280, between Timberville and New Market, as Route 42, Shenandoah and Rockingham Counties, having been carefully and fully studied and no factual evidence being found to support the change, the recommendation of the Department's engineers be accepted and the Commission decline to renumber the section of Route 280 as No. 42. Motion carried.

Moved by Mr. Rawls, seconded by Senator Nelson, that as provided under Article 6.1, Section 33-76.5 of the 1950 Code of Virginia, Amended, and upon recommendation of the Commissioner the following section of old Route 147 in Chesterfield County being no longer necessary for use as a highway it be abandoned to the extent of alteration: Section 1 shown on plat dated July 15, 1953, Project 4720-08-06. Motion carried.

Moved by Mr. Rogers, seconded by Mr. Barrow, that as provided under Article 6.1, Section 33-76.5 of the 1950 Code of Virginia, Amended, and upon recommendation of the Commissioner, the following section of old Route 10 in Chesterfield County being no longer necessary for use as a highway it be abandoned to the extent of alteration: Section 1 shown on plat dated March 3, 1954, Project 4120-06. Motion carried.

Moved by Mr. Watkins, seconded by Mr. May, that as provided under Article 6.1, Section 55-76.5 of the 1950 Code of Virginia, Amended, and upon recommendation of the Commissioner, the following section of old Route 10 in Chesterfield County being no longer necessary for uses as a highway it be abandoned to the extent of alteration: Section 2 shown on plat dated March 9, 1954, Project 4120-05. That as provided under Article 2, Section 55-27 of the 1950 Code of Virginia, Amended, Section 1 shown on plat referred to be transferred to the Secondary System. Motion carried.

Moved by Mr. May, seconded by Senator Nelson, that as provided under Article 2, Section 55-27 of the 1950 Code of Virginia, Amended, and upon recommendation of the Commissioner the following sections of old Route 60 in Chesterfield County being no longer necessary for uses as a Primary highway they be transferred to the Secondary System: Sections 2, 3, 4 and 5 shown on plat dated January 8, 1954, Project 2120-01-02-03-04. That as provided under Article 6.1, Section 55-76.5 of the 1950 Code, Amended, the following section of old Route 161 being no longer necessary for uses as a highway it be abandoned to the extent of alteration: Section 6 shown on plat dated January 8, 1954. Further, that as provided under Article 2, Section 55-141 of the 1950 Code of Virginia, Amended, Sections 7 and 8 also shown on the plat referred to be added to the Secondary System as connections. Motion carried.

Moved by Mr. Rawls, seconded by Mr. Barrow, that as provided under Article 2, Section 55-27 of the 1950 Code of Virginia, Amended, and upon recommendation of the Commissioner, the following section of old Route 480 in Bedford County being no longer necessary for uses as a Primary highway it be transferred to the Secondary System, a new section having been opened in lieu thereof: Section 1 shown on plat dated July 30, 1954, Project 1902-10. Motion carried.

Moved by Mr. Rogers, seconded by Mr. Watkins, that as provided under Article 6.1, Section 55-76.5 of the 1950 Code of Virginia, Amended, and upon recommendation of the Commissioner, the following sections of old Route 251 in Rockbridge County being no longer necessary for uses as a highway they be abandoned to the extent of alteration: Sections 1 and 3 shown on plat dated July 28, 1954, Project 4961-01-02. That as provided under Article 2, Section 55-27 of the 1950 Code, Amended, Section 2 shown on the plat referred to being no longer necessary for uses as a primary highway it be transferred to the Secondary System, a new section having been opened in lieu thereof. Motion carried.

Moved by Mr. Watkins, seconded by Mr. May, that as provided under Article 6.1, Section 55-76.5 of the 1950 Code of Virginia, Amended, and upon recommendation of the Commissioner, the following sections of old Route 80 in Buchanan County being no longer necessary for uses as a highway they be abandoned to the extent of alteration: Sections 1, 2 and 3 shown on plat dated July 27, 1954, Project 5413-01. Motion carried.

Moved by Mr. May, seconded by Mr. Barrow, that as provided under Article 6.1, Section 55-76.5 of the 1950 Code of Virginia, Amended, and upon recommendation of the Commissioner, the following section of old Route 40 in Surry County being no longer necessary for use as a highway it be abandoned to the extent of alterations: Section 1 shown on plat dated July 2, 1954, Project 2780-02-05. That as provided under Article 6.1, Section 55-76.1 of the 1950 Code, Amended, Section 2 also shown on the plat referred to be discontinued as a part of the Primary System. Motion carried.

Moved by Mr. Rawls, seconded by Mr. Barrow, that whereas a section of Route 625 in Nottoway County has been altered and a new road constructed in lieu thereof, which serves the same citizens as the old road, in accordance with plans for Project 1867-11-12, and approved by the State Highway Commissioner; and at a meeting of the Board of Supervisors of said County held on 8-14-54 a resolution was adopted and duly recorded in the minutes of said meeting declaring a certain section of the old road lying East and outside of the project right of way abandoned, as provided for by Section 55-76.12 of the Code of Virginia, as amended; and whereas, by deed dated 11-6-53, recorded in the Clerk's Office of said County in Deed Book 125, Page 146, the Norfolk and Western Railway Company conveyed said right of way over its lands, Plan Sheets 3 and 4, to the Commonwealth, and Paragraph 2 (b) thereof provides that the Commonwealth will convey to the Company a certain parcel of land containing 0.15 acre, more or less, Plan Sheet 4, and adjacent to other lands of the Company on the West and South sides thereof; and whereas, the said parcel of land was acquired from Steiner L. Ogburn, et ux, by deed dated 11-12-53, recorded in said Clerk's Office in Deed Book 124, Page 384, and is deemed to have been a part of the right of way and section of road abandoned as aforesaid, and the State Highway Commissioner has certified in writing that the use of the said parcel of land, right of way and section of abandoned road thereon and the remaining part of the said section of abandoned road lying between the said parcel of land and the said project right of way is no longer deemed necessary: now, therefore, the conveyance of the said parcel of land, right of way and portion of abandoned old road thereon, with special warranty of title, and the release and quitclaim of the remaining part of the section of old road abandoned lying between the said parcel of land and the said project right of way to the Norfolk and Western Railway Company are hereby approved, and the State Highway Commissioner is authorized to execute and deliver a deed accordingly, as provided for by Section 55-76.11 of the said Code, as amended. Motion carried.



Moved by Mr. Barrow, seconded by Mr. May, that whereas, in or about 1929, a section of old Route 25, now Route 120, in Arlington County, was altered in accordance with plans for Project 529-A, leaving a triangular portion of the old road on the Southwest side of the new road and on the Northeast side of property now owned by Gertrude L. Smith, shown on Sheet 10 of plans for Project 2400-10 - Station 140/90 to Station 141/96, approximately; and whereas, in connection with the further alteration of said section of Route 120, in accordance with plans for Project 2400-10, the said Gertrude L. Smith signed an option-agreement dated July 23, 1954, covering the additional right of way needed along her property and providing in part, that the Commonwealth will release and quitclaim to her all right, title and interest which the Commonwealth may have in and to the land (the triangular portion of the old road) lying between the proposed South right of way line of Globe Road (Route 120) and her lands; and whereas, the last mentioned alteration of Route 120 will serve the same citizens as the old road and has been approved by the Commissioner, who has certified in writing that the said triangular portion is deemed no longer necessary for the uses of the State Highway System: now, therefore, as provided for by Section 55-76.5 of the Code of Virginia, as amended, the said triangular portion of the old road is hereby declared abandoned; and as provided for by Section 55-76.6 of said Code, as amended, the Commissioner is hereby authorized to execute a deed of release and quitclaim, as provided for in said option-agreement, contemporaneously with or subsequent to the conveyance of the said additional right of way to the Commonwealth. Motion carried.

Moved by Mr. May, seconded by Senator Nelson, that whereas, in or about 1931, in connection with Project 620-A, old Route 206, now Route 221, in Roanoke County, the Commonwealth acquired certain land from D. B. Ferguson by condemnation proceedings of record in the Clerk's Office of said County, and in or about 1953, the section of road which was constructed under Project 620-A was altered and reconstructed under Project 4780-01; and whereas, a certain portion of the lands remaining to D. B. Ferguson after the condemnation proceedings situate at the Northeast corner of the intersection of Routes 221 and 682, shown on Plan Sheet 5, Project 4780-01, is now owned by L. H. Wilson and Margaret W. Wilson, husband and wife, who conveyed to the Commonwealth the additional right of way needed along their property for the connection of Route 682 with Route 221 by deed dated August 8, 1953, and recorded in the said Clerk's Office in Deed Book 494, Page 533, in accordance with option-agreement dated June 11, 1953, which provides that the Commonwealth will quitclaim to them the portion of the existing right of way (acquired from D. B. Ferguson) lying outside of the new right of way between Station 64/40 and Station 65/55, approximately; and whereas, the section of road altered and reconstructed under Project 4780-01 serves the same citizens as the old road and has been approved by the Commissioner, who has certified in writing that the portion of the existing right of way agreed to be quitclaimed is deemed no longer

necessary for the uses of the State Highway System; now, therefore, as provided for by Section 55-76.5 of the Code of Virginia, as amended, the said portion of existing right of way, all of which lies outside of the new project right of way and along the lands of L. H. Wilson and Margaret W. Wilson, is hereby declared abandoned; and as provided for by Section 55-76.6 of said Code, as amended, the release and quitclaim of said portion to L. H. Wilson and Margaret W. Wilson, is hereby approved, and the Commissioner is authorized to execute a deed accordingly. Motion carried.

Moved by Senator Nelson, seconded by Mr. Rawls, that whereas, on Route 15, Project 1653-05, in Loudoun County, the Commonwealth has acquired (a) certain right of way and a residue parcel of land, Plan Sheets 8 and 9, from Coytt E. and Claudia E. Wilson and (b) certain right of way from John Allen Johnston, et ux, Plan Sheet 9, by deeds dated April 9, 1952, and July 5, 1954, recorded in the Clerk's Office of said County in Deed Books 15 V's and 558, Pages 491 and 174; and whereas, agreement dated July 17, 1954, between the Commonwealth and Mr. and Mrs. Johnston provides that the Commonwealth will quitclaim to them her right and interest in and to a certain portion of the said residue parcel of land, the Easterly side of which lies in the center of the old location of Route 15 and along their property between points opposite Stations 419/95 and 421/45, approximately, on the centerline of the new location of Route 15; said portion being nearly triangular in shape, and containing 0.15 acres, more or less; and whereas, the new location of Route 15 will serve the same citizens as the old location and has been approved by the Commissioner, and he has certified in writing that when the new location shall have been constructed and opened to public use, the section of the old location along the lands of Mr. and Mrs. Johnston will then no longer be necessary for the uses of the State Highway System and should be abandoned; also that the portion of the residue parcel of land agreed to be quitclaimed, lying between the right of way of the old location and the right of way of the new location, does not constitute a section of the public road and is no longer necessary for the uses of the State Highway System; now therefore, when the new location shall have been constructed and opened to public use, in lieu of the old location along the lands of Mr. and Mrs. Johnston, the old location shall be deemed to be abandoned, in accordance with Section 55-76.5 of the Code of Virginia, as amended, and thereupon, as provided for by Section 55-76.6 of the said Code, as amended, the quitclaim of the said residue parcel of land (including the section of old location abandoned) to Mr. and Mrs. Johnston, or to either, in consideration of their agreement and deed, shall be deemed to be approved and the Commissioner authorized to execute a deed accordingly. Motion carried.

Moved by Mr. Rauls, seconded by Mr. Rogers, that whereas, the old Lexington-Covington 60-foot turnpike, in Alleghany County, upon which Route 60 was formerly located, crossed over Cow Pasture River, as shown on Sheet 10 of plans for Project 24, and the location of Route 60 was later altered to cross said River about 0.15 mile North of the old location, as shown on Sheet 4 of plans for Project 24-FR; and a part of the said old turnpike on the West side of Cow Pasture River is occupied by Route 634 (the former location of Route 60), leaving a portion of the old 60-foot right of way about 45 feet in length along the center-line thereof between Route 634 and the said River, upon which there is no public or other road; and H. R. Larrick owns the lands adjoining each side of this portion and desires that it be quitclaimed to him, for which he is willing to pay the sum of \$25.00; and whereas the existing public roads in this vicinity serve the same citizens as the old turnpike and former location of Route 60, and the Commissioner has certified in writing that the portion of the old location and 60-foot right of way, upon which the old West bridge abutment is located, the old bridge having been removed, between Cow Pasture River and a line 25 feet from the center of Route 634 is no longer needed for the uses of the State Highway System nor for public road purposes and can be abandoned and quitclaimed to Mr. Larrick; now, therefore, as provided for by Section 55-76.5 of the Code of Virginia, as amended, the said portion of the old 60-foot turnpike right of way and former location of Route 60, lying between Cow Pasture River and a line 25 feet Easterly from the center of Route 634, is hereby declared abandoned; and as provided for by Section 55-76.6 of said Code, as amended, the quitclaim of this portion to H. R. Larrick for a consideration of \$25.00 is hereby approved, and the Commissioner is authorized to execute a deed accordingly. Motion carried.

Moved by Mr. Rogers, seconded by Mr. Watkins, that whereas, in connection with Route 29, Project 1750-02, in Fauquier County, the Commonwealth acquired all of a certain parcel of land, with a dwelling thereon, and a portion of another certain parcel of land shown on Plan Sheets 7 and 12, respectively, from Julian P. and Mary A. Kelly by deed dated September 21, 1953, recorded in the Clerk's Office of said County in Deed Book 184, Page 584; the Northwesternly portion or residue of the parcel of land shown on Plan Sheet 7, with the dwelling thereon, being outside of the project normal 160-foot right of way and the dwelling being just off of the same and near the top of a steep roadway cut slope; and whereas, Boyd Beach has acquired two certain parcels of land, each adjacent to the said portion or residue, one on the Northwest side, from John Smith Payne, et ux, and one on the Southwest side, from W.D. and Virginia Laffoon, by deeds dated August 4, 1954, to be recorded in the said Clerk's Office contemporaneously with the Commonwealth's deed herein provided for; the first parcel of land being along and adjacent to Secondary Route 695 and of sufficient width and area to provide a means of ingress and egress to and from the said portion or residue; and

whereas, the said Boyd Beach has offered the sum of \$500.00 for the said portion or residue and the dwelling thereon and proposes to move said dwelling to a more desirable location; and the Commissioner has certified in writing that the said portion or residue does not constitute a section of the public road and is deemed no longer necessary for the uses of the State Highway System; now, therefore, the said offer being deemed reasonable, and as provided for by Section 55-78.6 of the Code of Virginia, as amended, subject to the condition hereinafter set out, the conveyance of the said portion or residue, with the dwelling thereon, to the said Boyd Beach and his wife, Mable Wine Beach, with special warranty of title, for a consideration of \$500.00 is hereby approved; and the Commissioner is authorized to execute a deed accordingly; the condition of this approval and authorization being that said Boyd Beach and Mabel Wine Beach shall unite in and execute the said deed for the purpose of waiving any and all right or rights to any direct means of access, ingress or egress on or over the adjacent right of way and between the said portion or residue and Route 29, and this reservation and condition shall be a perpetual covenant running with the land and shall be binding upon the grantees, their heirs or assigns, as evidenced by their signatures to the deed conveying said property.

Motion carried.

Moved by Mr. Watkins, seconded by Mr. Barrow, that whereas, at a meeting of the Board of Supervisors of Wise County held on September 14, 1954, the following resolution was adopted:

WHEREAS, in or about 1940, the Department of Highways prepared plans designated as Route 808 (now Route 708), Project 1248-A,C,D, for the proposed alteration and construction of the section of road between Tacoma and a point 4.755 miles South of Tacoma, in Wise County, and the Commonwealth of Virginia acquired certain portions of the project normal 66-foot right of way, in accordance with said plans; and whereas, because of wartime and National Defense conditions then prevailing, the alteration and construction of said section of road was not undertaken, and is not proposed to be undertaken, in accordance with the plans for said Project 1248-A,C,D; plans for another project designated as Route 708, Project 1597-08 (U.S. Forest Highway Project 151-A) for the proposed alteration and construction of said section of road, or a portion thereof, having been prepared and approved by the Department of Highways, and in accordance with the latter plans, the Commonwealth of Virginia has acquired certain portions of the project normal 40-foot right of way and intends to acquire the remaining portions of said right of way; and whereas, certain portions of the said 66-foot right of way, upon which no part of Route 708, or other public road, is located, lie outside of the said normal 40-foot right of way, and the use of these portions is no longer necessary, since the present road and its alteration and construction upon the said normal 40-foot right of way as proposed, in accordance with said plans for Project 1597-08, will continue to serve the same citizens; now, therefore, as provided for by Section 55-78.12 of the Code of Virginia, as amended, the portions of the said 66-foot

right of way upon which no portion of Route 706, or other public road, is located, and which lie outside of the said normal 40-foot right of way, upon which the said section of road, or portion thereof, is to be altered and constructed, are hereby declared abandoned; and this Board recommends that these abandoned portions be released and quitclaimed by the Commonwealth of Virginia to the parties owning the lands adjacent thereto, as provided for by Section 53-76.11 of the said Code, as amended."

And Whereas, the Commissioner has certified in writing that the portions of the abandoned 66-foot right of way as described in the above recited resolution are no longer deemed necessary for the uses of the Secondary System; now, therefore, as provided for by Section 53-76.11 of the Code of Virginia, as amended, the Commissioner is hereby authorized to execute a deed or deeds releasing and quitclaiming the said abandoned portions of the 66-foot right of way to the owner or owners of the lands adjacent thereto, in exchange for other lands or rights of way that may be needed for the uses of the Secondary System, or for such other consideration as the Commissioner may deem proper, and the Commissioner is authorized to execute deed or deeds accordingly, Motion carried.

Moved by Mr. Barrow, seconded by Mr. May, that whereas, in connection with Route 20, Project 1088-41 (now Project 2614-01), in Buckingham County, the Commonwealth acquired certain right of way shown on Plan Sheet 4 from G. T. Goodwin, widower, by deed dated February 15, 1956, recorded in the Clerk's Office of said County in Deed Book 37, Page 179; however, this project was not put on the construction program until about 1950, and in 1951, it was discovered that the Appalachian Electric Power Company, in constructing its Reussens-Bremo transmission line, had inadvertently erected its Tower No. 241 approximately opposite Station 77/50 entirely, or partly, within said right of way, which had not been monumented; the Company having acquired a right of way easement for said transmission line from George Tyler Goodwin, Jr., by deed dated September 27, 1949, recorded in said Clerk's Office in Deed Book 50, Page 554, and the Company having been issued a Primary System Permit under date of November 17, 1949, covering the crossing of the conductor wires over said right of way; and whereas, after it was discovered that the said tower had been erected entirely, or partly, upon said right of way, the Company and the Department of Highways entered into an agreement providing that the plans for the said project would be revised to shift the centerline and right of way of the proposed new highway a sufficient distance away from said tower to place it outside of the right of way necessary for the construction and maintenance of the highway and that the Company would reimburse the Department for the additional costs involved, since estimated to be the sum of \$1957.12; and whereas, the State Highway Commissioner has certified in writing that the portion of said right of way upon which the said tower is located is outside of the right of way needed to be retained, does not constitute a section of the public road and is deemed no longer necessary for the uses of the State Highway System; now, therefore as provided for by

Section 55-76.6 of the Code of Virginia, as amended, the Commissioner is authorized to execute a deed conveying to the Appalachian Electric Power Company a perpetual right of way easement over and upon the portion of said right of way no longer necessary, upon which the said tower is located, for the maintenance, reconstruction, repair and operation or removal of the same, for a consideration of \$1957.12. Motion carried.

Moved by Mr. Rawls, seconded by Mr. Barrow, that whereas, in connection with Route 130, South Glebe Road, Project 2400-01 (529-CR2), in Arlington County, the Commonwealth acquired certain right of way of a normal width of 70 feet, together with a residue parcel of land adjacent to and South and West thereof, as shown on Right of Way Plan Sheets 10 R/W and 11 R/W, from the Army-Navy Country Club, a District of Columbia Corporation, by deed dated April 8, 1949, and recorded in the Clerk's Office of said County in Deed Book 886, Page 355; the said right of way and residue parcel being described in said deed as Parcel No. 1 and Parcel No. 2, respectively; and whereas, 23rd Street, South, is now 30 feet in width and at its East end abuts upon the West line of said residue parcel of land at the Northwesterly corner thereof, and the County Board of Arlington County desires that said street be widened to a width of 50 feet and extended over and across the Northwesterly portion of said residue parcel to a connection with said right of way and South Glebe Road, requiring an area of 1211 square feet of said residue parcel, as shown on a plat made by the Surveys Division, Department of Public Service of said County, approved September 21, 1954, by its Planning Engineer and Director of Public Service, a copy of which is on file in the Central Office of the Department of Highways, identified as R/W File #654; and whereas, the County Board of Arlington County desires that the said area containing 1211 square feet be conveyed to it for the extension of said street and has offered the sum of \$365.80 for the same, which sum is to be reimbursed to the County by certain private interests proposing to develop the lands adjacent to said street and West of said right of way and residue parcel of land, and since this area is to be used by the County for public road or street purposes, it is deemed that the same should be conveyed to the County Board of Arlington County; and the Commissioner has certified in writing that this area does not constitute a section of the public road and that he deems it no longer necessary for the uses of the State Highway System; now, therefore, as provided for by Section 55-76.6 of the Code of Virginia, as amended, the Commissioner is hereby authorized to execute a deed conveying the said area containing 1211 square feet, with special warranty of title, to the County Board of Arlington County, Virginia, for public road or street purposes for a consideration of \$365.80. Motion carried.

Moved by Mr. Barrow, seconded by Mr. Rawls, that whereas, in or about 1821, a section of old Route 10 at and in the vicinity of Farmville and Buffalo Creek, in Prince Edward County, was altered and reconstructed in accordance with plans for Project 76 and the Commonwealth acquired certain perpetual easement right of way shown on Sheet 4 of plans for said project from (a) the Town of Farmville (Over its water

works property); (b) A. C. Ellington and (c) J. J. Adams, et ux, by deeds dated (a and b) December 28, 1921, and (c) January 25, 1922, and recorded in the Clerk's Office of said County in Deed Book 71, Pages 404, 418 and 884, respectively (J. J. Adams, et ux, conveyed certain additional easement right of way by deed dated September 9, 1922, and recorded in Deed Book 72, Page 557); the Town of Farnville having conveyed said right of way, containing 0.04 acre, more or less, over its property without monetary consideration, and the Commonwealth having been required to pay for the two other conveyances of said right of way; and whereas, in or about 1940, said section of old Route 10 was again altered and reconstructed in accordance with plans for Route 460, Project 76L-H - Project 76-ARZ, and the Commonwealth acquired certain right of way in fee simple for said project, as shown on Plan Sheet 8, on which is also shown that portion of the easement right of way, containing 0.23 acre, more or less, acquired by the said three deeds which lies outside of the said right of way acquired in fee simple and which the Town of Farnville has requested be quitclaimed to it and has offered the sum of \$584.61, estimated to be the cost to the Commonwealth of acquiring the remaining 0.19 acre of said portion; and whereas, the second highway alteration and reconstruction in or about 1940 serves the same citizens as the first alteration and reconstruction in or about 1921, and the Commissioner has certified in writing that he deems the said portion of easement right of way, containing 0.23 acre, more or less, no longer necessary for the uses of the State Highway System; now, therefore, as provided for by Section 35-76.5 of the Code of Virginia, as amended, the said portion of easement right of way, containing 0.23 acre, more or less, together with the section of old highway thereon, is hereby declared abandoned; and the Commissioner is hereby authorized to execute a deed quitclaiming said portion and section to the Town of Farnville for a consideration of \$584.61, as provided for by Section 35-76.6 of said Code, as amended. Motion carried.

Moved by Mr. Rawls, seconded by Mr. Barrow, that the following sections of the North and South Expressways of the Hampton Roads Project, including all Interchanges and auxiliary connecting roads and sections of existing roads thru the Interchange area, falling within the limits of the two sections, be designated as limited access highways in accordance with Sections 35-37 et seq. of the 1950 Code of Virginia.

Section I (North Expressway) - From existing U. S. Route 17 at a point approximately 1.3 miles north of the intersection of said Route 17 with Route 166 (in the City of Warwick) and extending to the shore line of Hampton Roads in the City of Hampton, at a point approximately three hundred (300) feet south of the intersection of National Avenue with South Willard Street near the east corner of the property known as Roseland Manor, a distance of approximately ten (10) miles.

Section II - (South Expressway) - From the western extreme of the interchange with Route 60 (Ocean View Avenue) in the City of Norfolk, being approximately three hundred (300) feet east of the intersection of 4th View Street with Ocean View Avenue and extending to a point two hundred (200) feet southeast of the intersection of the proposed South Expressway with Hamnett Avenue, Old Ocean View Road and Ocean Avenue, a distance of approximately 1.4 miles. Motion carried.

At the meeting of the State Highway Commission held on March 23, 1964, it was resolved that the Commission review its policies as contained in the Manual (Policy Book) and elsewhere, deleting or amending such policies as may require deletion or amendment and enacting such policies as may be required to meet present highway needs. Such policies having been reviewed and given due consideration -

**BE IT RESOLVED,** That the following policies be, and the same are, hereby rescinded,

(1) Relating to "Right of Way Cost in Elimination". Adopted June 15, 1935, Page 153 of the Minutes. Policy Book, Page 12. This refers to the elimination of highway-railroad grade crossings and required the R.R. companies to pay 50% of the cost of right of way. The payment of such cost is now provided for by Sections 58-566.1 and 58-569 of the Code of Virginia, as amended.

(2) Relating to "Pole and Power Lines-Distance from Property Line". Adopted October 8, 1926, Page 138 of the Minutes. Policy Book, Page 56. This required that all poles erected along any State highway be set back not more than two feet from the property line (right of way line). This is in conflict with the General Policy Agreement as set out in the Manual on Permits, Pages 57 to 66, inclusive.

(3) Relating to "Policy on Erection". Adopted March 30, 1935, Page 96 of the Minutes. Reaffirmed June 25, 1936, Page 369 of the Minutes. Policy Book, Page 57. This provided that no pole lines be permitted on new highways or on highways where no pole lines were then located, etc. This is in conflict with the General Policy Agreement previously referred to.

(4) Relating to "Costs - Award of Commission". Adopted December 3, 1926, Page 78 of the Minutes. Policy Book, Page 61. This provided that in cases where rights of way could not be secured by agreement, the Chairman ask for the appointment of Commissioners, and that if their award appeared to be excessive, the appointment of a second Commission be requested and their findings accepted. This can no longer be followed in practice or in law.

(5) Relating to "Widths" (Right of Way). Adopted November 4, 1926, Page 58 of the Minutes, and February 17, 1927, Page 74 of the Minutes. Policy Book, Page 61. These provided for three standards widths of rights of way and for the purchase of rights of way as shown on a certain map. These widths and this map are obsolete.

(6) Relating to "New Right of Way Policy (1942)". Adopted September 15, 1942, Pages 20 and 21 of the Minutes. First amendment adopted Nov. 17, 1943, Page 180 of the Minutes. Second amendment adopted April 18, 1944, Page 149 of the Minutes. Third and last amendment adopted March 4, 1947, Page 75 of the Minutes. Policy Book, Page 62. These set up certain standard widths of rights of way for the types of pavement (divided and undivided) and classes of roads designated. For the purpose of clarification, it is desirable that a new policy be adopted as hereinafter set out.



(7) Relating to "Fences - Secondary System Widths", Adopted Sept. 21, 1932, Page 228 of the Minutes, Policy Book, Page 64. This provided that right of way on the Secondary System would not be paid for by the State Highway Commission, but that fences would be set back at the expense of the State. This is no longer practicable or possible, in view of changed conditions, including requirements in connection with the Federal Aid Secondary Road Program.

(8) Relating to the volume of traffic on Secondary Roads, etc. Adopted October 11, 1944, Page 29 of the Minutes, Policy Book, Page 64. This provided that on roads carrying an average traffic in normal times of more than 100 vehicles per day and revisions or additional right of way became desired, that not to exceed 5% of the estimated construction cost could be used if necessary to assist local authorities in the acquisition of such right of way. This is no longer practicable for the reasons previously stated.

(9) Relating to the volume of traffic on Secondary Roads and width of right of way. Adopted October 11, 1944, Page 29 of the Minutes, Policy Book, Page 64. This provided that on Secondary Roads carrying an average traffic in normal times of more than 100 vehicles per day, or where topographic conditions justified, that the standard width right of way be 50 feet, with slope easements where necessary. This is no longer practicable for the reasons previously stated.

AND BE IT FURTHER RESOLVED, That the following policies be, and the same are, hereby reaffirmed and continued:

(1) Relating to "Securing from mortgaged land", Adopted February 24, 1937, Page 141 of the Minutes, Policy Book, Page 8. This provides that in securing material from land, or right of way, that inquiry be made to ascertain whether there is a mortgage on the property and by whom held, and that no payments be made for materials or land taken until the Commission (or the Department of Highways) has been advised in writing that it is satisfactory to the mortgagor to make payment to the landowner; otherwise, funds are to be withheld.

(2) Relating to "Right of Way for Federal Aid Urban Highway Projects Acquired in Advance by Cities Reimbursable Under Certain Conditions". Adopted March 25, 1952, Page 262 of the Minutes, Policy Book, Page 25-B. This provides that where cities desire to acquire needed rights of way for the future construction of Federal Aid Urban Highway Projects in advance of the availability of detail construction and right of way plans, that the policy be to guarantee to the cities reimbursement in the permissible ratios from funds available to the State Highway Department for such rights of way if and when such projects are constructed, subject to the presentation of properly supported claims for reasonable and proper cost paid from public funds.

(5) Relating to "Right of Way - Use of land by adjoining property owners for installation of gasoline pumps and/or advertising signs". Adopted May 24, 1948, Page 222 of the Minutes. Policy Book, Page 81-A. This sets out that inasmuch as wider rights of way are being acquired for the future development of highways, when funds available, etc., the State Highway Commission does not consider it advisable to lease, rent or otherwise grant permission for the use of any rights of way so acquired, except in extreme or emergency cases, and then for a limited period. However, in cases where the land adjoining the highway (and such rights of way) is to be used for commercial purposes such as a filling station, store, etc., and subject to certain conditions existing, the owner of such place of business may, under certain conditions, as set out, locate his driveways and pumps and/or essential advertising signs on such rights of way. In such cases, agreements for "Commercial Uses" may be entered into for temporary or limited periods under the governing policies and conditions as set out.

(4) Relating to "Springs, Wells, etc. on Acquired Land". Adopted March 29, 1949, Page 62 of the Minutes. Policy Book, Page 64-A. This provides that in acquiring right of way on which is located springs, wells and their facilities, the landowner having previous use of these may be granted a permit, to be issued by the Right of Way Division, to use these where desired until the Highway Commissioner shall by written notice advise that the permit is terminated.

(5) Relating to "Use of Land by Adjoining Property Owners - Fencing". Adopted November 17, 1945, Pages 118 and 119 of the Minutes. Policy Book, Page 88. This sets out that inasmuch as wider rights of way are being acquired for the ultimate development of highways, when funds are available, etc., the State Highway Commission does not consider it advisable to lease, rent or otherwise grant permission for the use of any rights of way so acquired, except in extreme or emergency cases, and then for a limited period. However, in cases where such rights of way are being used (when acquired) for agricultural purposes, which would necessitate the former owners preparing other areas for the same use, "Agreements for Agricultural Uses" may be entered into for the use of portions of such rights of way for temporary or limited periods under the governing policies and conditions as set out.

(6) Relating to "Secondary System - Federal Aid Secondary Funds". Adopted June 25, 1947, Page 104 of the Minutes. Policy Book, Page 84-A. This states the sense of the Commission, that where the Board of Supervisors do not aid in securing the right of way and do not want the State Secondary Federal Aid expended on a specified route, it may be transferred to some other county in the district.

(7) Relating to "Excessive Costs" (right of way). Adopted May 27, 1926, Page 116 of the Minutes. Policy Book, Page 61. This provided that the Chairman not proceed with any construction work where the cost of rights of way was in excess of the sum available, or where, in the opinion of the Commission, such cost was exorbitant.

AND BE IT FURTHER RESOLVED, That the following policies be, and the same are, hereby adopted:

(1) That the standard minimum widths of rights of way being, and to be, acquired for Primary State Highways be as follows:

- (a) 200 - 500 feet for Limited Access Highways.
- (b) 180 feet for Class 1 roads - 4 lane pavement, divided or undivided.
- (c) 110 feet for Class 2 roads - 2 lane pavement.
- (d) 80 feet for Class 3 roads - 2 lane pavement.
- (e) 50 feet for Class 4 roads - 2 lane pavement.

Provided that in cases where topographic or other conditions justify a variation from these standard minimum widths, the Chairman is hereby authorized to designate such normal minimum widths as he may deem proper; and provided further that in cases where conditions require or justify the acquisition of rights of way in excess of 180 feet in width for roads designed or designated to have 4 or more lanes of pavement, the Chairman is hereby authorized to designate such normal minimum widths as he may deem proper.

(2) That with regard to the securing of rights of way in cities and towns, the procedure be as follows:

(a) Towns under 3500 population:

In towns having a population of less than 3500, the Highway Department, Right of Way Division, in collaboration with the Town Council, will make a careful estimate of the cost of right of way, including land, damages, readjustment of buildings, etc. When the right of way is guaranteed and secured by the town, the Highway Department will participate in the cost up to the amount of the estimate. The Right of Way Division will assist the town in securing the right of way and deeds will be taken in the name of the Commonwealth. The deeds will be prepared by the Commonwealth. The local attorney representing the Highway Department will handle the closing of deeds, examination of title, and conduct condemnation proceedings where necessary. The Commonwealth will pay the legal costs incurred.

(b) Cities and Towns over 3500 population:

In cities and towns with a population of 3500 and over, the Highway Department, Right of Way Division, in collaboration with the proper municipal officials, will make a careful estimate of the cost of right of way, including land, damages, readjustment of buildings, etc. The municipality will be expected to conduct all negotiations, prepare all deeds and legal papers, institute and carry through to conclusion all condemnations that may be necessary. The title to all right of way to be taken in the name of the municipality. The Commonwealth will pay on

projects financed from State funds 50% of the cost of each property where the cost is within the estimate. On projects financed with Federal, State and City funds, the Commonwealth will pay the percentage of the cost of each property, where the cost is within the estimate, that is set by Federal law for the participation of the different governmental bodies. Legal fees will be paid in the same ratio as payment for property and damages.

(c) Utility Policy in cities and towns, regardless of population:

Whenever a project for the construction or improvement of a route on the Primary and/or Secondary System of Highways is undertaken within towns and cities, the towns and cities shall agree to relocate or readjust all publicly or privately owned utilities located either above ground or below ground, as may be necessary so as not to delay or interfere with the work on the project. The relocating or readjusting of the publicly or privately owned utilities to be done without expense to the Commonwealth.

(5) That with regard to drainage structures at private entrances, it be the policy of this Commission where bridges, or other drainage structures, are placed for private entrances, it shall be the responsibility of the adjoining property owner to maintain such bridge or drainage structure. The property owner to be so advised at the time of securing right of way or otherwise contacting him at time of placing of structure.

(4) That with regard to cattle passes, it be the policy of this Commission that on two-lane highways with right of way of 110 feet or less, cattle passes will not be built, except in widening highways existing structures will be widened. If the property owner desires a cattle pass and pays the difference between such a structure and the structure that is required for drainage, then a cattle pass may be constructed.

Where the right of way width is over 110 feet and the plans for the present or future construction provide for a four-lane divided highway, cattle passes may be constructed under certain conditions. If the land on each side of the highway is under the same ownership and at least forty (40) head of horses or cattle are to be passed from one side of the right of way to the other at least daily and the construction of a cattle pass is recommended by the Right of Way Engineer, approved as to location by the Location and Design Engineer, a cattle pass may be constructed upon approval of the Chief Engineer.

(5) That with regard to the construction and maintenance of public utility pole lines and facilities on rights of way 110 feet or more in width, the governing procedure and conditions be as set out on Pages 87 to 88, inclusive, of the Manual on Permits in cases where the owners of such lines and facilities have executed or will execute the agreement.

(6) That with regard to all public or private installations, exclusive of highway and road facilities, on State owned rights of way, Primary and Secondary, the governing procedure and conditions be as set out in the Manual on Permits, revised August, 1952; the Chairman having been authorized to issue a revised Manual on Permits by a resolution adopted by the Commission at the meeting held on August 28, 1952 (Page 36 of the Minutes).

Moved by Mr. May, seconded by Mr. Watkins, that whereas, in accordance with plans for Project 1523-06, a section of Route 610, in Culpeper County, has been altered and a new road constructed and approved by the State Highway Commissioner, which serves the same citizens as the old road; and at a meeting of the Board of Supervisors of said County held on 7-6-54, a resolution was adopted and duly recorded in the minutes of said meeting declaring certain sections of the old road abandoned, as noted on Sketch dated 5-8-54 prepared by the Location and Design Division, Department of Highways, a portion of the said abandoned old road being shown on Sketch as Section 4 and on Plan Sheet 9, along a part of which abuts on each side lands of the Virginia Electric and Power Company; and the State Highway Commissioner has certified in writing that the use of the said abandoned portion of old road over and along the said lands is deemed no longer necessary; and whereas, the said Company conveyed to the Commonwealth the right of way for said project through its lands, without monetary consideration, by deed dated 5-27-54, and recorded in the Clerk's Office of said County in Deed Book 157, Page 97, with the understanding that the Commonwealth would release and quitclaim to the Company that portion of the old road located over and along its lands, following its abandonment; now, therefore, as provided for by Section 53-76.11 of the Code of Virginia, as amended, the release and quitclaim to the Virginia Electric and Power Company of that part of the old and abandoned location of Route 610 (a part of Section 4) over and along its lands, approximately 1100 feet in length, is hereby approved, and the State Highway Commissioner is authorized to execute and deliver a deed accordingly, in consideration of the conveyance made by the said deed dated 5-27-54. Motion carried.

Moved by Mr. Barrow, seconded by Senator Nelson, that whereas, as a result of the construction on Route 1 in the Pentagon Road Network of Arlington County, a spur end of the old location of Route 1 is requested for discontinuance and transfer to County jurisdiction by resolution adopted by the Board of Supervisors of Arlington County on September 18, 1954; now, therefore, be it resolved, that as provided under Section 53-76.1 of the 1950 Code of Virginia, Amended, the old location of Route 1 leading from the east side of present Route 1 north to its original end of maintenance, a distance of approximately 0.18 mile, be discontinued as a part of the Primary System, having been replaced by the construction of the Pentagon Network of Roads. Motion carried.

Moved by Mr. Watkins, seconded by Mr. Rogers, that the following resolution be unanimously adopted:

**A RESOLUTION ACCEPTING AND APPROVING  
ENGINEERING REPORTS IN RELATION TO THE  
RAPPAHANNOCK RIVER BRIDGE AND HAMPTON  
ROADS CROSSING AND APPROVING THE CON-  
STRUCTION OF SUCH PROJECTS.**

WHEREAS, Parsons, Brinckerhoff, Hall and Macdonald, Consulting Engineers of New York City, New York, have made investigations and studies and have prepared and filed with the Commission their engineering report dated August 16, 1964, setting forth

(i) their estimates of the cost of constructing a bridge across the Rappahannock River and of the amounts required for maintenance, repair and operation and reserves for such purposes, and

(ii) their estimates of the cost of constructing a combined bridge and tunnel system over the Hampton Roads, including approaches and approach highways, and of the amounts required for maintenance, repair and operation and reserves for such purposes (such combined bridge and tunnel system, approaches and approach highways being referred to in said engineering report as the "Hampton Roads Project" and in this resolution as the "Hampton Roads Crossing"); and

WHEREAS, as authorized by the State Revenue Bond Act (Code of Virginia, Sections 55-227 to 55-355, inclusive), as amended, the Commission is authorized and empowered to provide by resolution for the issuance of a single issue of revenue bonds of the State for the combined purpose of providing funds (i) to pay the cost of the Rappahannock River Bridge and the cost of the Hampton Roads Crossing, including approaches and approach highways thereto if the Commission shall deem it expedient to construct such approach highways, and (ii) to refund revenue bonds of the State heretofore issued under the provisions of the State Revenue Bond Act and now outstanding; and

WHEREAS, the State Highway Commission, with the proceeds of revenue bonds issued under the provisions of the State Revenue Bond Act and now outstanding, has acquired the properties known as the "Chesapeake Ferries" (the operation of which is to be discontinued after the opening for traffic of the Hampton Roads Crossing), has acquired the properties known as the "James River Bridges", and has constructed the bridge known as the "York River Bridge"; and

WHEREAS, the Commission has determined to provide by resolution for the issuance of a single issue of revenue bonds of the State for the combined purpose of (i) providing funds, with other funds available for such purpose, for refunding said outstanding bonds, (ii) paying the cost of the Rappahannock River Bridge, and (iii) paying the cost of the Hampton Roads Crossing (the James River Bridges, the York River Bridge, the Rappahannock River Bridge, the Hampton Roads Crossing,

and the Chesapeake Ferries until the Hampton Roads Crossing shall be open for traffic, being herein called the "Projects"), and to pledge the net revenues of the Projects to the payment of the principal of and the interest upon such single issue of revenue bonds; and

WHEREAS, said engineering report of Parsons, Brinckerhoff, Hall and Macdonald also sets forth their estimates of the amounts required for maintenance, repair and operation of the James River Bridges, the York River Bridge, and the Chesapeake Ferries until the Hampton Roads Crossing shall be open for traffic, sets forth their recommendation with respect to the location of the Hampton Roads Crossing, including the location of the approach highways thereto and the interchanges on said approach highways, and states that such approach highways are designed with capacity to serve effectively the traffic predicted by the report of the traffic engineers hereinafter mentioned; and

WHEREAS, De Lous, Cather and Company, of Chicago, Illinois, and Wilbur Smith and Associates, of New Haven, Connecticut, Traffic Engineers, have made investigations and studies and have prepared and filed with the Commission their traffic report dated August 30, 1954, setting forth

(i) their recommendations with respect to the location of the Hampton Roads Crossing, including the approaches and approach highways thereto,

(ii) their estimate with respect to the traffic expected to use the Hampton Roads Crossing, the Rappahannock River Bridge, the York River Bridge and the James River Bridges which the Commission has determined to combine for financing purposes, and

(iii) their estimate with respect to the traffic expected to use the Chesapeake Ferries until the Hampton Roads Crossing shall be open for traffic; and

WHEREAS, said report of the Traffic Engineers sets forth and describes the factors affecting the recommended location of the Hampton Roads Crossing including the approaches and approach highways, and sets forth their findings substantially as follows:

(a) that in view of such factors the location selected for the Hampton Roads Crossing is the most feasible location,

(b) that such location requires the construction of the approach highways included in the Hampton Roads Crossing in order to provide the capacity needed to serve the motorists along the major design line for motor vehicle traffic using such facility,

(c) that such approach highways as described in said engineering report are essential to the success of the Hampton Roads Crossing in order to provide a proper balance for traffic between the Hampton Roads Crossing and the James River Bridges and to induce additional traffic, and are necessary to provide access to the tunnel portion of the Hampton Roads Crossing,

(d) that the construction of toll collection facilities at certain interchanges on the approach highways would not be justified in view of the added capital cost and operating expenses involved, and in view of the fact that most of the users of the approach highways will pay tolls at one or more of the toll plazas for the use of the Projects, and

(e) that the estimates of the revenues for the facilities described in their engineering report take into consideration the increased volume of traffic which will move within as well as through the areas served, a large portion of which induced traffic will, in the opinion of said engineers, be attributable to the approach highways included in the Hampton Roads Crossing; and

WHEREAS, the Commission has thoroughly considered not only said engineering report and said traffic report but also a tremendous amount of other data, and the construction of the Rappahannock River Bridge and the Hampton Roads Crossing, including the approaches and approach highways thereto, has been thoroughly studied by the Commission with respect to traffic, engineering, cost, and financing in relation to all the Projects; now, therefore,

BE IT RESOLVED by the State Highway Commission (hereinafter sometimes called the "Commission"):

Section 1. The above mentioned reports of Parsons, Brinckerhoff, Hall and Macdonald, Consulting Engineers, and of De Leuw, Cather and Company and Wilbur Smith and Associates, Traffic Engineers, are hereby accepted and approved.

Section 2. It is hereby found that, based upon its studies of the reports of said Consulting Engineers and Traffic Engineers and other data, the construction of the approach highways included in the Hampton Roads Crossing is necessary and advisable, the construction thereof at the locations and in accordance with the designs of the Consulting Engineers is essential to the success of the Hampton Roads Crossing and is necessary to provide the capacity needed to serve the motorists contemplating the use thereof, and such approach highways are necessary to proper access to the tunnel portion of the Hampton Roads Crossing.

Section 3. The construction of the Rappahannock River Bridge and the Hampton Roads Crossing as described in said engineering reports, including approaches and approach highways thereto at the locations recommended therefor, shall be and is hereby specifically approved and authorized. Motion carried.



Moved by Mr. Rawls, seconded by Mr. Barros, that the following resolution be unanimously adopted:

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$100,000,000 STATE OF VIRGINIA TOLL REVENUE BONDS (SERIES 1954) AND THE EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING SAID BONDS AND PROVIDING FOR THE AUTHENTICATION AND DELIVERY OF SAID BONDS

BE IT RESOLVED by the State Highway Commission:

Section 1. The State Highway Commission (hereinafter sometimes called the "Commission"), an agency of the State of Virginia, has found and determined and does hereby declare that:

(a) by virtue of Chapter 399 of the Acts of Virginia of 1940 (known and cited as the "State Revenue Bond Act"), the Commission was authorized and empowered

(1) to acquire by purchase or by condemnation and to construct, improve, operate and maintain any one or more of the bridge and ferry projects mentioned in said Chapter 399 including, among others,

(i) the ferry properties (hereinafter sometimes collectively called the "Chesapeake Ferries"), consisting of the properties commonly known as the "Newport News Ferry", operating across Hampton Roads from the City of Newport News to Pina Beach in the City of Norfolk, and as the "Old Point Ferry", operating from Old Point in Elizabeth City County across Hampton Roads to Willoughby in the City of Norfolk,

(ii) the bridge properties (hereinafter sometimes collectively called the "James River Bridges"), owned by the James River Bridge System, a Virginia corporation, comprising the existing bridges across the James, Chuckatuck and Nansemond Rivers, together with connecting roads, in the counties of Warwick, Isle of Wight and Nansemond,

(iii) a bridge across the York River (hereinafter sometimes called the "York River Bridge"), extending from a point within the Town of Yorktown, in York County, or within York County, to Gloucester Point or to some point in Gloucester County, and approaches thereto, and

(iv) a bridge across the Rappahannock River (hereinafter sometimes called the "Rappahannock River Bridge"), extending from Greys Point, or its vicinity, in Middlesex County, to a point in the vicinity of White Stone, in Lancaster County, or at some other feasible points in the general vicinity of said two points, and approaches thereto:

(2) to issue revenue bonds of the State of Virginia, payable solely from earnings, to pay the cost of such projects;

(3) to fix and collect tolls and other charges for the use of such projects, and

(4) to couple or unite into one unit for financing purposes any two or more of such projects;

(b) by resolutions duly adopted, the Commission determined (i) to advance temporarily from highway funds available for such purpose the sum necessary to pay the condemnation award theretofore rendered in condemnation proceedings brought to acquire the Chesapeake Ferries, (ii) to issue a toll revenue bond of the State of Virginia to reimburse the highway funds for such advance, (iii) to acquire the James River Bridges, (iv) to construct immediately the York River Bridge, (v) to construct at a later date the Rappahannock River Bridge, and (vi) to unite such projects into one unit for financing purposes;

(c) as authorized by said resolutions, the Commission caused a toll revenue bond of the State of Virginia in the principal amount of \$2,700,000 designated "State of Virginia Toll Revenue Bond", dated May 1, 1948, to be executed, sold and delivered, and the proceeds thereof applied to reimburse the highway funds for the amount so advanced on account of the acquisition of the Chesapeake Ferries;

(d) the Commission accepted a proposal for the sale to the Commonwealth of Virginia of the James River Bridges, and adopted and approved plans for the construction of the York River Bridge, and the location and plans for said bridge were approved by the Chief of Engineers and the Secretary of the Army as required by the General Bridge Act of 1946 (60 Stat. 847);

(e) for the purpose of providing funds, with other funds available for such purposes, for (i) refunding the outstanding State of Virginia Toll Revenue Bond issued on account of the Chesapeake Ferries, including the payment of the interest accrued thereon to the date of payment thereof, (ii) paying the cost of improvements of such Ferries, (iii) paying the cost of the James River Bridges, (iv) paying the cost of the York River Bridge, and (v) paying expenses necessary and incident to the financing, the Commission duly issued revenue bonds of the State of Virginia in the aggregate principal amount of Nineteen Million Dollars (\$19,000,000), designated "State of Virginia Toll Revenue Bonds (Series 1949)" (hereinafter sometimes called the "Series 1949 Bonds"), dated as of the 1st day of September, 1949, \$8,000,000 of said bonds, consisting of bonds numbered 1 to 8,000, inclusive, being serial bonds stated to mature (in numerical order, lowest numbers first) on the 1st day of September in the following years and in the following amounts and bearing interest at the following rates, respectively:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Rate of Interest</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Rate of Interest</u>
1953	\$200,000	5.00%	1961	\$400,000	2.25%
1954	200,000	5.00%	1962	400,000	2.25%
1955	250,000	2.25%	1963	450,000	2.50%
1956	250,000	2.25%	1964	450,000	2.50%
1957	300,000	2.25%	1965	500,000	2.50%
1958	300,000	2.25%	1966	500,000	2.50%
1969	350,000	2.25%	1967	550,000	2.50%
1960	350,000	2.25%	1968	550,000	2.50%

and the remaining \$15,000,000 bonds, consisting of bonds numbered 8,001 to 18,000, inclusive, being term bonds stated to mature on the 1st day of September, 1975, and bearing interest at the rate of 2.70% per annum, such interest being payable semi-annually on the 1st days of March and September in each year, and both the principal of and the interest on said bonds being payable at the principal office of National Bank of Commerce of Norfolk, in the City of Norfolk, Virginia, or, at the option of the holder or registered owner, at the Chase National Bank of the City of New York, in the Borough of Manhattan, City and State of New York;

(f) the Series 1949 Bonds which are stated to mature after September 1, 1957, are subject to the right of prior redemption in whole on any date not earlier than September 1, 1954, at the option of the Commission, from any moneys that may be available for such purpose, upon at least thirty (30) days' prior notice by publication and otherwise as provided in the trust indenture securing such bonds, at the principal amount of the bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption, plus the following premiums:

(1) in the case of the term bonds, a premium of 4% of such principal amount if redeemed on or prior to March 1, 1955, 3% if redeemed thereafter and on or prior to March 1, 1959, 2% if redeemed thereafter and on or prior to March 1, 1961, 1% if redeemed thereafter and on or prior to March 1, 1964, and without premium if redeemed thereafter and

(2) in the case of the serial bonds, a premium of 1/4 of 1% of the principal amount of the bonds to be redeemed for each twelve (12) months' period or fraction thereof between the date of redemption of each such bond and the maturity thereof, but not to exceed a premium of 3% of such principal amount;

(g) the serial bonds of said issue which became due and payable in the years 1953 and 1954, in the aggregate principal amount of \$400,000, were promptly paid at their respective maturities, and term bonds of said issue in the aggregate principal amount of \$2,603,000, have been retired by purchase or redemption, leaving a balance of \$15,997,000 bonds of said issue outstanding, consisting of \$5,600,000

or underwriters. In the event only one firm or corporation shall be named or shall remain as the principal underwriters and such firm or corporation shall retire from active business leaving no successor, the provisions of this Indenture which relate to the principal underwriters shall no longer be in force. For the purposes of this paragraph any firm or corporation succeeding to the business of any such underwriter by assignment, merger or otherwise shall be deemed to be a principal underwriter.

The word "Project" shall mean either the James River Bridges, the York River Bridge, the Rappahannock River Bridge, the Hampton Roads Crossing or, until the Hampton Roads Crossing shall have been opened for traffic, the Chesapeake Ferries.

The word "Projects" shall mean, collectively, the James River Bridges, the York River Bridge, the Rappahannock River Bridge, the Hampton Roads Crossing and, until the Hampton Roads Crossing shall have been opened for traffic, the Chesapeake Ferries.

The term "Rappahannock River Bridge" shall mean the bridge across the Rappahannock River, extending from Greys Point in Middlesex County to a point in the vicinity of Whitestone, in Lancaster County, as more fully described in the report of the Consulting Engineers referred to in the preambles of this Indenture.

The term "Traffic Engineers" shall mean the engineer or engineering firm or corporation at the time employed by the Commission under the provisions of Section 706 of this Indenture to perform and carry out the duties imposed on the Traffic Engineers by this Indenture.

The word "Trustee" shall mean the Trustee for the time being, whether original or successor.

SECTION 102. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall other-

wise indicate, the words "bond", "coupon", "owner", "holder" and "person" shall include the plural as well as the singular number, the word "person" shall include corporations and associations, including public bodies, as well as natural persons, and the word "holder" or "bondholder" when used herein with respect to bonds issued hereunder shall mean the holder or registered owner, as the case may be, of bonds at the time issued and outstanding hereunder. The word "Indenture" shall include this Indenture and each indenture supplemental hereto.

## ARTICLE II.

### FORM, EXECUTION, AUTHENTICATION, DELIVERY AND REGISTRATION OF BONDS.

SECTION 201. No bonds may be issued under the provisions of this Indenture except in accordance with the provisions of this Article.

SECTION 202. The definitive bonds are issuable as coupon bonds, registrable as to principal, in the denomination of \$1,000 each, and as registered bonds without coupons in denominations of \$1,000 or any multiple thereof. The definitive bonds shall be substantially in the forms hereinabove set forth, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

SECTION 203. The bonds shall be dated, shall bear interest from their date until their payment, such interest to the maturity thereof being payable semi-annually on the 1st days of March and September in each year, and shall be stated to mature (subject to the right of prior redemption), all as hereinafter provided.

Each registered bond without coupons shall bear interest from its date and shall be dated as of the interest payment date next preceding the date of its authentication, unless authenticated upon an interest payment date, in which case it shall be dated as of the date of its authentication or as of the same date as the coupon bonds if authenticated prior to the first interest payment date of such bonds; provided, however, that if at the time of authentication of any registered bond without coupons, interest is in default, such bond shall be dated as of the date to which interest has been paid.

The bonds shall be signed by the State Highway Commissioner, who is the Chairman of the Commission, and the official seal of the Commission shall be affixed to the bonds and attested by the Secretary of the Commission; provided, however, that the bonds may be executed in such other manner as may then be authorized by law.

The coupons attached to the coupon bonds shall be substantially in the form hereinabove set forth and shall be executed with the facsimile signature of the State Highway Commissioner.

In case any officer whose signature or a facsimile of whose signature shall appear on any bonds or coupons shall cease to be such officer before the delivery of such bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and also any bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

Both the principal of and the interest on the bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal of coupon bonds (unless registered) and the interest thereon shall be payable at the principal office of National Bank of Commerce of Norfolk, in the City of Norfolk, Vir-

gins, or, at the option of the holder, at the principal office of Chemical Bank & Trust Company, in the Borough of Manhattan, City and State of New York (herein sometimes called the "Paying Agents"). The principal of all registered bonds without coupons and of all coupon bonds registered as to principal alone shall be payable at the principal office of the Trustee, and payment of the interest on each registered bond without coupons shall be made on each interest payment date to the person appearing on the registration books of the Commission hereinafter provided for as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books. Payment of the principal of all bonds shall be made upon the presentation and surrender of such bonds as the same become due and payable. Payment of the interest on the coupon bonds shall be made upon the presentation and surrender of the coupons, if any, representing such interest as the same respectively become due and payable.

SECTION 204. Only such of the bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth, duly executed by the Trustee, shall be entitled to any right or benefit under this Indenture. No bond and no coupon appertaining to any coupon bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such certificate of the Trustee upon any such bond shall be conclusive evidence that such bond has been duly authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any bond shall be deemed to have been duly executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the bonds that may be issued hereunder at any one time. Before authenticating or delivering any coupon bonds the Trustee shall detach and cancel all matured coupons, if any, appertaining thereto, except any coupons which represent unpaid interest.

**SECTION 205.** Coupon bonds, upon surrender thereof at the principal office of the Trustee with all unmatured coupons and all matured coupons in default, if any, appertaining thereto may, at the option of the holder or registered owner thereof, be exchanged for an equal aggregate principal amount of registered bonds without coupons, of any denomination or denominations authorized by this Indenture, and bearing interest at the same rate. If such coupon bonds shall be registered as to principal alone, unless registered to bearer, they shall be accompanied by an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee.

Registered bonds without coupons, upon surrender thereof at the principal office of the Trustee, together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of coupon bonds, bearing interest at the same rate and having attached thereto coupons representing all unpaid interest due or to become due thereon, or of registered bonds without coupons, of any denomination or denominations authorized by this Indenture and bearing interest at the same rate.

The Commission shall make provision for the exchange of bonds at the principal office of the Trustee.

**SECTION 206.** Title to any coupon bond, unless such bond is registered in the manner hereinafter provided, and to any interest coupon shall pass by delivery in the same manner as a negotiable instrument payable to bearer. The Trustee as Bond Registrar shall keep books of the Commission for the registration and for the transfer of bonds as provided in this Indenture. At the option of the bearer, any coupon bond (but not any temporary bond unless the Commission shall so provide) may be registered as to principal alone on such books upon presentation thereof to the Bond Registrar which shall make notation of such registration thereon. Any such bond registered as to principal alone may thereafter be transferred



only upon an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the bond by the Bond Registrar. Such transfer may be to bearer and thereby transferability by delivery shall be restored, subject, however, to successive registrations and transfers as before. The principal of any coupon bond registered as to principal alone, unless registered to bearer, and the principal of any registered bond without coupons shall be payable only to or upon the order of the registered owner or his legal representative, but the coupons appertaining to any coupon bond registered as to principal alone shall remain payable to bearer notwithstanding such registration.

Any registered bond without coupons may be transferred only upon the books kept for the registration and transfer of bonds, upon surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such transfer the Commission shall execute in the name of the transferee, and the Trustee shall authenticate and deliver in exchange for such bond, a new registered bond or bonds without coupons, of any denomination or denominations authorized by this Indenture, or, at the option of the transferee, coupon bonds with coupons attached representing all unpaid interest due or to become due thereon, in an aggregate principal amount equal to the principal amount of such registered bond and bearing interest at the same rate.

In all cases in which bonds shall be exchanged or registered bonds without coupons shall be transferred hereunder, the Commission shall execute and the Trustee shall authenticate and deliver bonds in accordance with the provisions of this Indenture. All bonds and coupons surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The Commission or the Trustee may make a charge for every such exchange or transfer of bonds sufficient to reimburse it for any tax, fee or other governmental charge

required to be paid with respect to such exchange or transfer, but no other charge shall be made to any bondholder for the privilege of registering or of exchanging or transferring bonds under the provisions of this Indenture. Neither the Commission nor the Trustee shall be required to make any such exchange or transfer of bonds during the ten (10) days next preceding an interest payment date on the bonds or, in the case of any proposed redemption of bonds, after such bond or any portion thereof has been selected for redemption.

**SECTION 207.** As to any coupon bond registered as to principal alone or any registered bond without coupons, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such bond and the interest on any such registered bond without coupons shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond including the interest thereon to the extent of the sum or sums so paid. The Commission, the Trustee, the Bond Registrar and the Paying Agents may deem and treat the bearer of any coupon bond which shall not at the time be registered as to principal, and the bearer of any coupon appertaining to any coupon bond whether such bond shall be registered as to principal or not, as the absolute owner of such bond or coupon, as the case may be, whether such bond or coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Commission, the Trustee, the Bond Registrar nor the Paying Agents shall be affected by any notice to the contrary.

**SECTION 208.** There shall be initially issued under and secured by this Indenture revenue bonds of the State of Virginia in the aggregate principal amount of Ninety-five Million Dollars (\$95,000,000) for the purpose of (a) providing funds for refunding all the Callable Bonds then outstanding, including the payment of the redemption premium

thereon, (b) paying the cost of the Rappahannock River Bridge and (c) paying the cost of the Hampton Roads Crossing, including the cost of bus facilities and provision of a sum for severance benefits. Said bonds shall be designated "State of Virginia Toll Revenue Bonds (Series 1954)", shall be dated as of the 1st day of September, 1954, and shall be stated to mature, subject to the right of prior redemption as hereinafter set forth, on the 1st day of September, 1994.

Said bonds shall be executed in the form and manner hereinabove set forth and shall be deposited with the Trustee for authentication, but before said bonds shall be authenticated and delivered by the Trustee there shall be filed with the Trustee the following:

(a) a copy, certified by the Secretary of the Commission, of the resolution adopted by the Commission awarding said bonds, specifying the interest rate of said bonds and directing the authentication and delivery of said bonds to or upon the order of the principal underwriters therein named upon payment of the purchase price therein set forth;

(b) a copy, certified by the Secretary of the Commission, of the resolution adopted by the Commission

(i) providing for the redemption at the earliest practicable date of all of the Callable Bonds then outstanding,

(ii) fixing the form of the notice calling said bonds for redemption, and

(iii) irrevocably instructing and directing National Bank of Commerce of Norfolk, the trustee under the trust indenture securing the Series 1949 Bonds,

(A) to sign such notice calling said bonds for redemption as such trustee and (I) to publish the same once a week for two successive weeks, the first publication to be at least thirty (30) days before the redemption date, in a daily newspaper of general circulation published in the City of Richmond, Vir-

ginia, and in a financial journal or in a daily newspaper of general circulation published in the Borough of Manhattan, City and State of New York, (II) to file signed copies of such notice at the principal office of said National Bank of Commerce of Norfolk, in the City of Norfolk, Virginia, and at The Chase National Bank of the City of New York, in the Borough of Manhattan, City and State of New York, the places at which the principal of and the interest on the Series 1949 Bonds are payable, and (III) to mail signed copies of such notice, postage prepaid, to each registered owner of Callable Bonds at the address of such owner as shown on the books for the registration of said bonds,

(B) to withdraw from the Bond Service Account in the State of Virginia Toll Revenue Bonds Interest and Sinking Fund the amount required for paying the interest which will accrue on the Callable Bonds from the last interest payment date of said bonds to the date designated for the redemption of said bonds and deposit such amount to the credit of a special fund, designated "Series 1949 Callable Bonds Redemption Fund", to be held in trust for the sole and exclusive purpose of paying such interest,

(C) to withdraw from the Reserve Account in the State of Virginia Toll Revenue Bonds Interest and Sinking Fund the sum of Eight Hundred Thirty-seven Thousand One Hundred Twenty-five Dollars (\$837,125), being the amount required for paying the Series 1949 Bonds which mature on the 1st day of September in the years 1955 to 1957, inclusive, in the aggregate principal amount of \$800,000, and the interest on said bonds which will become due and payable until their respective maturities, and deposit said sum to the credit of a special fund, designated "Series 1949 Maturing Bonds Fund", to be held in trust for the sole and exclusive purpose of paying such bonds and the

interest thereon as the same become due and payable, and

(D) to withdraw the balance remaining in said State of Virginia Toll Revenue Bonds Interest and Sinking Fund, including the Bond Service Account, the Reserve Account and the Redemption Account therein, after the withdrawals and deposits mentioned in items (B) and (C) above, and all obligations held as an investment of moneys in said Accounts, and deposit such balance and obligations with the Trustee under this Indenture to the credit of the special account hereinafter created in the Sinking Fund and designated "Reserve Account";

(c) a statement, signed by the Consulting Engineers and approved by the Chief Engineer, giving their estimates of

(i) the dates, respectively, on which the Rappahannock River Bridge and the Hampton Roads Crossing will be opened for traffic,

(ii) the dates, respectively, on which the construction of the Rappahannock River Bridge and the Hampton Roads Crossing will be completed,

(iii) the costs, respectively, of the Rappahannock River Bridge and the Hampton Roads Crossing, including an amount for contingencies but excluding financing charges and interest during construction, and

(iv) the amount of funds required each month following the delivery of said bonds and during the estimated period of construction of each such Project to meet such cost, accompanied by a progress schedule in each case for such construction;

(d) vouchers, signed by the State Highway Commissioner or by such other officer or employee of the Commission as may be designated by the Commission by resolution for such purpose, directing the issuance of

warrants by the State Comptroller for disbursements by the State Treasurer from the proceeds of said bonds of the amounts and for the purposes hereinafter set forth in this Section; and

(e) an opinion of the Attorney General or an Assistant Attorney General of the Commonwealth stating that the signer is of the opinion that the issuance of said State of Virginia Toll Revenue Bonds (Series 1954) and the execution of this Indenture have been duly authorized and that all conditions precedent to the delivery of said bonds have been fulfilled.

When the documents and vouchers mentioned above in this Section shall have been filed with the Trustee and when the State of Virginia Toll Revenue Bonds (Series 1954) shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver (i) said vouchers to the State Comptroller and (ii) said bonds at one time to or upon the order of the principal underwriters named in the resolution mentioned in clause (a) of this Section, but only upon payment to the State Treasurer of the purchase price of said bonds, and the State Treasurer shall simultaneously therewith deposit the proceeds of said bonds (including accrued interest) with the Trustee, as depositary thereof, for the credit of a special account in the State Treasury designated "1954 Toll Projects Bond Proceeds Account". The State Treasurer and the Trustee shall be entitled to rely upon such resolution as to the names of the principal underwriters and the amount of such purchase price.

The proceeds (including accrued interest) of the bonds issued under the provisions of this Section shall be applied simultaneously with the delivery of the bonds as follows:

(1) The amount required for paying the principal of and the redemption premium on the Callable Bonds then outstanding shall be paid to the National Bank of Commerce of Norfolk, the trustee under the trust indenture securing the Series 1949 Bonds, for deposit to the credit

of the Series 1949 Callable Bonds Redemption Fund and held in trust for the sole and exclusive purpose of paying such principal and redemption premium.

(2) The amount paid as accrued interest on Fifty-five Million Dollars (\$55,000,000) principal amount of said State of Virginia Toll Revenue Bonds (Series 1954) shall be paid to the Trustee for deposit to the credit of the special account hereinafter created in the Sinking Fund and designated "Bond Interest Account".

(3) The sum of \$300,000 shall be paid to the Trustee for deposit to the credit of a special account in its commercial department in the name of the Commission, to be used by the Commission as a checking account for the payment of expenses incident to the financing. The Trustee shall be under no duty or obligation with respect to the disbursements by the Commission of such sum or any part thereof. The Commission shall pay such expenses by check drawn on said account and signed by such officer or officers or by such employee or employees of the Commission as shall be designated by the Commission by resolution for such purpose. Any balance of said sum not expended within ninety (90) days from the date of delivery of said bonds shall be paid by the Commission to the Trustee for deposit to the credit of the special fund hereinafter created and designated "State of Virginia 1954 Toll Projects Construction Fund" (hereinafter sometimes called the "Construction Fund").

(4) The sum of \$315,000 shall be paid to the Trustee for deposit to the credit of a special account in its commercial department in the name of the Commission, which is hereby created and designated "Bus Facilities Account", to be used by the Commission as a checking account for paying the cost of the bus facilities.

(5) The sum of \$300,000 shall be paid to the Trustee for deposit to the credit of a special account in its commercial department in the name of the Commission, which is hereby created and designated the "Severance

Benefits Account", to be used by the Commission as a checking account for the payment of employment severance benefits to employees of the Commission rendering services in connection with the Chesapeake Ferries.

(6) The balance of said proceeds shall be paid to the Trustee for the credit of the Construction Fund.

All disbursements from the Bus Facilities Account and from the Severance Benefits Account shall be by check drawn on such Account and signed by such officer or officers or by such employee or employees of the Commission as shall be designated by the Commission by resolution for such purpose. Any balance remaining on deposit to the credit of the Bus Facilities Account or the Severance Benefits Account which is not required for the purpose for which such Account is created shall be paid by the Commission to the Trustee for deposit to the credit of the Construction Fund.

Simultaneously with the delivery of bonds under the provisions of this Section, the State Highway Commissioner or such other officer or employee of the Commission as shall be designated by the Commission by resolution for such purpose shall issue a voucher directing the issuance of a warrant by the State Comptroller for payment by check of the State Treasurer of all moneys then held by the State Treasurer for the credit of the State of Virginia Toll Projects Revenue Fund (a special fund created in the State Treasury under the provisions of the trust indenture securing the Series 1949 Bonds) to the Trustee for deposit to the credit of the special fund hereinafter created and designated "1954 Revenue Fund-Trustee Account".

The balance in the Revenue Fund-Trustee Account and in the Reserve Maintenance Fund (special funds created under the provisions of the trust indenture securing the Series 1949 Bonds) shall be withdrawn by the trustee under said trust indenture and deposited with the Trustee for deposit to the credit of the special funds hereinafter created and designated "1954 Revenue Fund-Trustee Account" and "State of Virginia Toll Projects Reserve Maintenance Fund", respectively.



**SECTION 209.** If and to the extent necessary (as shown by the documents mentioned in clauses (a) and (c) of this Section) to provide additional funds for completing payment of the cost of the Rappahannock River Bridge or the Hampton Roads Crossing (exclusive of bus facilities), revenue bonds may be issued under and secured by this Indenture, at one time or from time to time, in addition to the bonds issued under the provisions of Section 208 of this Article. Such additional bonds shall be designated "State of Virginia Toll Revenue Bonds (Series 1954)", shall be dated as of the 1st day of September, 1954, and shall be stated to mature, subject to the right of prior redemption as hereinafter set forth, on the 1st day of September, 1994.

Such additional bonds shall be executed in the form and manner hereinabove set forth and shall be deposited with the Trustee for authentication, but before such bonds shall be authenticated and delivered by the Trustee, there shall be filed with the Trustee the following:

(a) a copy, certified by the Secretary of the Commission, of the resolution adopted by the Commission authorizing the issuance of such additional bonds in the amount specified therein;

(b) a copy, certified by the Secretary of the Commission, of the resolution adopted by the Commission awarding such bonds, specifying the interest rate of such bonds and directing the authentication and delivery of such bonds to or upon the order of the purchasers therein named upon payment of the purchase price therein set forth;

(c) a statement, signed by the Consulting Engineers, giving their estimates of (i) the date on which the Project on account of which such additional bonds are to be issued will be opened for traffic and (ii) the date on which the construction of such Project will be completed, and certifying that, according to their estimate of the total amount required for paying the balance of the cost of such Project, the proceeds of the additional bonds issued on account of

such Project will be required and will be sufficient for paying such balance;

(d) vouchers, signed by the State Highway Commissioner or by such other officer or employee of the Commission as may be designated by the Commission by resolution for such purpose, directing the issuance of warrants by the State Comptroller for payment by the State Treasurer of the proceeds of said bonds (including accrued interest) to the Trustee for the credit of the Construction Fund; and

(e) an opinion of the Attorney General or an Assistant Attorney General of the Commonwealth stating that the signer is of the opinion that the issuance of such bonds has been duly authorized and that all conditions precedent to the delivery of such bonds have been fulfilled.

When the documents and vouchers mentioned above in this Section shall have been filed with the Trustee and when the bonds described in the resolutions mentioned in clauses (a) and (b) of this Section shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver (i) said vouchers to the State Comptroller and (ii) said bonds at one time to or upon the order of the purchasers named in the resolution mentioned in said clause (b), but only upon payment to the State Treasurer of the purchase price of such bonds, and the State Treasurer shall simultaneously therewith deposit the proceeds of said bonds (including accrued interest) with the Trustee, as Depositary thereof, for the credit of the 1954 Toll Projects Bond Proceeds Account. The State Treasurer and the Trustee shall be entitled to rely upon such resolution as to the names of the purchasers and the amount of such purchase price.

The proceeds (including accrued interest) of the bonds issued under the provisions of this Section shall be paid by the State Treasurer simultaneously with the delivery of the bonds to the Trustee for the credit of the Construction Fund.

SECTION 210. Until definitive bonds are ready for delivery, there may be executed, and upon request of the Commission the Trustee shall authenticate and deliver, in lieu of definitive bonds and subject to the same limitations and conditions, temporary printed, engraved or lithographed bonds, in the form of either coupon bonds in the denomination of \$1,000 or any multiple thereof, with or without coupons and with or without the privilege of registration as to principal alone, or registered bonds without coupons in denominations of \$1,000 or any multiple thereof, or both, as the Commission by resolution may provide, substantially of the tenor hereinabove set forth and with appropriate omissions, insertions and variations as may be required.

Until definitive bonds are ready for delivery, any temporary bond may, if so provided by the Commission by resolution, be exchanged by the Trustee, without expense to the holder thereof, for an equal aggregate principal amount of temporary coupon bonds or of temporary registered bonds without coupons, or both, of like tenor and bearing interest at the same rate.

The Commission shall cause the definitive bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it of any temporary bond accompanied by all unpaid coupons, if any, shall cancel the same and authenticate and deliver in exchange therefor at the place designated by the holder, without expense to the holder thereof, a definitive bond or bonds of an equal aggregate principal amount and bearing interest at the same rate as the temporary bond surrendered. Upon any such exchange all coupons appertaining to definitive coupon bonds and representing interest theretofore paid shall be detached and cancelled by the Trustee. Until so exchanged the temporary bonds shall in all respects be entitled to the same benefit of this Indenture as the definitive bonds to be issued and authenticated hereunder, except that temporary coupon bonds shall not be entitled to the privilege of registration as to principal alone unless so provided by the Commission by resolution. Interest on temporary coupon bonds, when due and payable,

if the definitive bonds shall not be ready for exchange, shall be paid on presentation of such temporary coupon bonds and notation of such payment shall be endorsed thereon, or such interest shall be paid upon the surrender of the appropriate coupons if coupons representing such interest shall be attached to such temporary bonds.

**SECTION 211.** In case any bond secured hereby shall become mutilated or be destroyed or lost, the Commission may cause to be executed, and the Trustee may authenticate and deliver, a new bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated bond and its interest coupons, if any, or in lieu of and in substitution for such bond and its coupons, if any, destroyed or lost, upon the holder's paying the reasonable expenses and charges of the Commission and the Trustee in connection therewith and, in the case of a bond destroyed or lost, his filing with the Trustee evidence satisfactory to it and to the Commission that such bond and coupons, if any, were destroyed or lost, and of his ownership thereof, and furnishing the Commission and the Trustee with indemnity satisfactory to them.

### ARTICLE III.

#### REDEMPTION OF BONDS.

**SECTION 301.** The bonds issued under the provisions of this Indenture at the time outstanding may be redeemed prior to their maturity either

(a) in whole, on any date not earlier than September 1, 1959, at the option of the Commission, from any moneys that may be made available for such purpose, at the principal amount of the bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption, plus a premium of 5% of such principal amount if redeemed on or prior to August 31, 1964, 4% if redeemed

thereafter and on or prior to August 31, 1969, 3% if redeemed thereafter and on or prior to August 31, 1974, 2% if redeemed thereafter and on or prior to August 31, 1979, 1% if redeemed thereafter and on or prior to August 31, 1984, and without premium if redeemed thereafter, or

(b) in part, on any interest payment date not earlier than September 1, 1959, from moneys in the State of Virginia Toll Revenue Bonds (Series 1954) Interest and Sinking Fund, at the principal amount of the bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption, plus a premium of 3% of such principal amount if redeemed on or prior to March 1, 1964, 2½% if redeemed thereafter and on or prior to March 1, 1969, 2% if redeemed thereafter and on or prior to March 1, 1974, 1½% if redeemed thereafter and on or prior to March 1, 1979, 1% if redeemed thereafter and on or prior to March 1, 1984, and without premium if redeemed thereafter.

If less than all of the bonds shall be called for redemption, the particular bonds or portions of registered bonds without coupons to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may determine; provided, however, that the portion of any registered bond without coupons to be redeemed shall be in the principal amount of \$1,000 or some multiple thereof, and that, in selecting bonds for redemption, the Trustee shall treat each registered bond without coupons as representing that number of coupon bonds which is obtained by dividing the principal amount of such registered bond by \$1,000.

**SECTION 302.** At least thirty (30) days before the redemption date, the Trustee shall cause a notice of any such redemption, either in whole or in part, signed by the Trustee, (a) to be published once in a daily newspaper of general circulation published in the City of Richmond, Virginia, and in a financial journal published in the Borough of Manhattan, City and State of New York, or a daily newspaper of general

circulation published in said Borough, (b) to be filed with the Paying Agents, and (c) to be mailed, postage prepaid, to all registered owners of bonds or portions of bonds to be redeemed at their addresses as they appear on the registration books hereinabove provided for; but failure so to mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the bonds then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such bonds to be redeemed and, in the case of registered bonds without coupons to be redeemed in part only, the portion of the principal amount thereof to be redeemed. In case any registered bond without coupons is to be redeemed in part only, the notice of redemption which relates to such bond shall state also that on or after the redemption date, upon surrender of such bond, a new bond or bonds in principal amount equal to the unredeemed portion of such bond will be issued.

SECTION 303. Notice having been published and filed in the manner and under the conditions hereinabove provided, the bonds or portions of registered bonds without coupons so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such bonds or portions of bonds on such date. On the date so designated for redemption, notice having been published and filed and moneys for payment of the redemption price being held in separate accounts by the Trustee or by the Paying Agents in trust for the holders of the bonds or portions thereof to be redeemed, all as provided in this Indenture, interest on the bonds or portions of bonds so called for redemption shall cease to accrue, the coupons for interest on any coupon bonds so called for redemption payable subsequent to the redemption date shall be void, such bonds or portions of bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and the holders or registered owners of such bonds or

portions of bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and, to the extent provided in Section 305 of this Article, to receive bonds for any unredeemed portions of registered bonds without coupons.

**SECTION 304.** All unpaid interest coupons which appertain to coupon bonds so called for redemption and which shall have become due and payable on or prior to the date of redemption designated in such notice shall continue to be payable to the bearers severally and respectively upon the presentation and surrender of such coupons.

**SECTION 305.** In case part but not all of an outstanding registered bond without coupons shall be selected for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such bond to the Trustee for payment of the principal amount thereof so called for redemption, and the Commission shall execute and the Trustee shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed balance of the principal amount of the registered bond so surrendered, either coupon bonds or a registered bond or bonds without coupons, at the option of such registered owner or his attorney or legal representative, of any denomination or denominations authorized by this Indenture and bearing interest at the same rate.

**SECTION 306.** Coupon bonds so redeemed and all unmatured coupons appertaining thereto, and registered bonds without coupons so presented and surrendered, shall be cancelled upon the surrender thereof.

**SECTION 307.** Bonds and portions of bonds which have been duly called for redemption under the provisions of this Article, or with respect to which irrevocable instructions to call for redemption at the earliest redemption date have been given to the Trustee, in form satisfactory to it, and for the payment of the redemption price of which and accrued interest

to the date fixed for redemption moneys shall be held by the Trustee or by the Paying Agents, in trust for the holders of the bonds or portions thereof to be redeemed, all as provided in this Indenture, shall not be deemed to be outstanding under the provisions of this Indenture.

#### ARTICLE IV.

##### CUSTODY AND APPLICATION OF PROCEEDS OF BONDS.

SECTION 401. A special fund is hereby created and designated "State of Virginia 1954 Toll Projects Construction Fund" (herein sometimes called the "Construction Fund"), to the credit of which such deposits shall be made as are required by the provisions of Sections 208 and 209 of this Indenture.

The moneys in the Construction Fund shall be held by the Trustee in trust and, subject to the provisions of Section 410 of this Article, shall be applied as herein provided to the payment of the cost of the Rappahannock River Bridge and the Hampton Roads Crossing and, pending such application, such moneys shall be subject to a lien and charge in favor of the holders of the bonds issued and outstanding under this Indenture and shall be held for the further security of such holders until paid out or transferred as hereinafter provided.

SECTION 402. Payment of the cost of the Rappahannock River Bridge and the Hampton Roads Crossing shall be made from the Construction Fund as herein provided. All payments from the Construction Fund shall be subject to the provisions and restrictions set forth in this Article and the Commission covenants that it will not cause or permit to be paid from the Construction Fund any sums except in accordance with such provisions and restrictions.

SECTION 403. For the purposes of this Indenture the cost of the Rappahannock River Bridge and the Hampton Roads



Crossing (excluding bus facilities and severance benefits) shall include the cost of constructing the same and, without intending thereby to limit or restrict any proper definition of such cost under the provisions of the State Revenue Bond Act, shall include the following:

(a) obligations incurred for labor and materials and to contractors, builders and materialmen in connection with the construction of the Rappahannock River Bridge and the Hampton Roads Crossing, for machinery, equipment and appropriate spare parts, for the restoration or relocation of property damaged or destroyed in connection with such construction, for the removal or relocation of structures and for grade separations and any road relocations deemed necessary by the Commission;

(b) the cost of acquiring by purchase, if such purchase shall be deemed expedient, and the amount of any award or final judgment in or any settlement or compromise of any proceeding to acquire by condemnation, such lands, property, rights, rights of way, franchises, easements and other interests as may be deemed necessary or convenient by the Commission for the construction and operation of the Rappahannock River Bridge and the Hampton Roads Crossing, options and partial payments thereon, the cost of demolishing or removing any buildings or structures on land so acquired, including the cost of acquiring any lands to which such structures or buildings may be moved, and the amount of any damages incident to or consequent upon such construction and operation;

(c) interest accruing upon the bonds issued under the provisions of Section 208 of this Indenture in the principal amount of Fifteen Million Five Hundred Thousand Dollars (\$15,500,000) during the construction of the Rappahannock River Bridge and in the principal amount of Fifty-eight Million Five Hundred Thousand Dollars (\$58,500,000) during the construction of the Hampton Roads Crossing and for one year after completion of such construction in each case, and upon all bonds issued under the provisions of Section 209 of this Indenture during the

construction and for one year after completion of construction of the Project for which such bonds shall be issued, and the fees of the Paying Agents for the payment of such interest;

(d) the fees and expenses of the Trustee for its services under this Article during construction, taxes or other municipal or governmental charges lawfully levied or assessed during construction upon the Rappahannock River Bridge or the Hampton Roads Crossing or any property acquired therefor, and premiums on insurance (if any) in connection therewith during construction;

(e) the cost of borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to determining the feasibility or practicability of constructing the Rappahannock River Bridge and the Hampton Roads Crossing and the financing of the Projects, and fees and expenses of engineers for making traffic studies, surveys and estimates of costs and of revenues and other estimates and for preparing plans and specifications and supervising construction, as well as for the performance of all other duties of engineers set forth herein in relation to such construction or the issuance of bonds therefor;

(f) expenses of administration properly chargeable to the Rappahannock River Bridge and the Hampton Roads Crossing, legal expenses and fees, financing charges, cost of audits and of preparing and issuing the bonds, and all other items of expense not elsewhere in this Section specified incident to the construction and equipment of such Projects, the financing thereof, the placing of the same in operation (including the initial premiums on any insurance required or obtained under the provisions of this Indenture), and the acquisition of lands, property, rights, rights of way, franchises, easements and interests therefor, including abstracts of title, title insurance, cost of surveys and other expenses in connection with such construction; and

(g) any obligation or expense heretofore or hereafter incurred by the Commission or any member or officer thereof for any of the foregoing purposes.

**SECTION 404.** It shall be the duty of the Trustee, without requisition from the Commission or other or further authority than is contained herein, to transfer to the Bond Interest Account in the Sinking Fund from any moneys on deposit to the credit of the Construction Fund, the following amounts at the following times:

(a) promptly after the delivery of the bonds issued under the provisions of Section 208 of this Indenture and within ten (10) days after each of the next four (4) interest payment dates following such delivery (being the estimated period of construction of the Rappahannock River Bridge) an amount equal to the interest which will become payable on Ten Million Dollars (\$10,000,000) principal amount of such bonds on the next succeeding interest payment date; and

(b) promptly after the delivery of the bonds issued under the provisions of Section 208 of this Indenture and within ten (10) days after each of the next five (5) interest payment dates following such delivery (being the estimated period of construction of the Hampton Roads Crossing) an amount equal to the interest which will become payable on Thirty Million Dollars (\$30,000,000) principal amount of such bonds on the next succeeding interest payment date.

In the case of any bonds issued under the provisions of Section 209 of this Indenture, it shall be the duty of the Trustee, without requisition from the Commission or other or further authority than is contained herein, to transfer to the Bond Interest Account in the Sinking Fund from any moneys on deposit to the credit of the Construction Fund promptly after the delivery of such bonds and within ten (10) days after each interest payment date following such delivery until and including the first interest payment date

after the opening for traffic of the Project for which such bonds shall be issued, an amount equal to the interest which will become payable on such bonds on the next succeeding interest payment date.

**SECTION 405.** Payments from the Construction Fund, except the transfers which the Trustee is authorized to make under the provisions of Section 404 of this Article, shall be made in accordance with the provisions of this Section. Before any such payment shall be made the Commission shall file with the Trustee:

(a) a requisition, signed by the State Highway Commissioner or by such other officer or employee of the Commission as may be designated by the Commission by resolution for such purpose, stating in respect of each payment to be made:

(i) the Project on account of which such payment is to be made,

(ii) the item number of the payment,

(iii) the name of the person, firm or corporation to whom payment is due,

(iv) the amount to be paid, and

(v) the purpose by general classification for which the obligation to be paid was incurred;

(b) a certificate, signed by the State Highway Commissioner or the Chief Engineer and attached to the requisition, certifying:

(i) that obligations in the stated amounts have been incurred by the Commission and that each item thereof is a proper charge against the Construction Fund and has not been paid,

(ii) that there has not been filed with or served upon the Commission notice of any lien, right to lien, or attachment upon, or claim affecting the right to re-

ceive payment of, any of the moneys payable to any of the persons, firms or corporations named in such requisition, which has not been released or will not be released simultaneously with the payment of such obligation, and

(iii) that such requisition contains no item representing payment on account of any retained percentage which the Commission is at the date of such certificate entitled to retain, unless payment of such retained percentage shall be approved by the Consulting Engineers; and

(c) a certificate, signed by the Consulting Engineers and attached to such requisition, certifying their approval thereof.

Upon receipt of each requisition and accompanying certificates the Trustee shall transfer from the Construction Fund to the credit of a special account in its commercial department in the name of the State Treasurer an amount equal to the total of the amounts to be paid as set forth in such requisition. In making each such transfer the Trustee may rely upon such requisition and accompanying certificates. The Commission shall thereupon file with the State Comptroller a duplicate of each such requisition and accompanying certificates and a voucher, signed by the State Highway Commissioner or by such other officer or employee of the Commission as may be designated by the Commission by resolution for such purpose, covering each item set forth in such requisition, and thereupon the State Comptroller shall issue warrants for the payment by the State Treasurer of each such item, and each such payment shall be made by the State Treasurer by checks on such special account.

In addition to such payments, the Trustee shall pay from the Construction Fund to the Commission upon its requisitions therefor, signed by the State Highway Commissioner or the Chief Engineer and by the Secretary of the Commission, at one time or from time to time, a sum or sums aggregating not more than Fifty Thousand Dollars (\$50,000)

exclusive of reimbursements as hereinafter in this Section authorized, such sums and such reimbursements to be used by the Commission as a revolving fund for the payment of items of cost and expenses referred to in Section 403 of this Article which can not conveniently be paid as herein otherwise provided. Such moneys shall be deemed to be a part of the Construction Fund until paid out. The revolving fund shall be reimbursed by the Trustee from time to time for such expenses so paid by payments from the Construction Fund upon requisition of the Commission, filed with the Trustee and similarly signed, specifying the payee, the amount and the particular purpose by general classification of each payment from the revolving fund for which such reimbursement is requested, accompanied by a certificate, similarly signed, certifying that each such expense so paid was a necessary item of cost or expense within said Section 403 and that such cost or expense could not conveniently be paid except from such revolving fund, and also accompanied by a certificate, signed by the Consulting Engineers, certifying their approval thereof. In making such payments and reimbursements the Trustee may rely upon such requisitions and certificates.

SECTION 406. If any requisition contains any item for the payment of the purchase price or cost of any lands, easements, or rights or interests in or relating to lands, there shall be attached to such requisition, in addition to the certificates mentioned in the preceding Section of this Article,

(a) a certificate, signed by the State Highway Commissioner or the Chief Engineer, stating that such lands, easements, rights or interests are being acquired in furtherance of the acquisition of the right of way for the Rappahannock River Bridge or the Hampton Roads Crossing, as the case may be, or in furtherance of the construction or operation of either of such Projects, and

(b) a written opinion of the Attorney General or an Assistant Attorney General of the Commonwealth stating that the signer is of the opinion that the Commission is authorized to acquire such lands, easements, rights or

interests, and that the State will have upon the payment of such item title in fee simple to, or perpetual easements for the purposes of the Project in question over or under, such lands, free from all liens or encumbrances except liens, charges, encumbrances or other defects of title which do not have a materially adverse effect upon the Commission's right to use such lands or properties for the purposes intended or which have been adequately guarded against by a bond or other form of indemnity, or, if such payment be a payment for an option to purchase or for a quitclaim deed or a lease or a release or on a contract to purchase or is otherwise for the acquisition of a right or interest in lands less than a fee simple or a perpetual easement, or if such payment be a part payment for any such purpose, the written approval of the acquisition of such lesser right or interest signed by the Attorney General or Assistant Attorney General, or, in lieu of the opinion required by this clause, a firm undertaking by a reputable title insurance company to issue its title insurance policy and a written opinion of the Attorney General or Assistant Attorney General that, in the opinion of the signer, any objections or exceptions to be noted therein are not of a material nature.

**SECTION 407.** The Commission covenants that the Rappahannock River Bridge and the Hampton Roads Crossing will be constructed on or under lands good and marketable title to which is owned or can be acquired by the Commission in fee simple in the name of the State or over or under which perpetual easements for the purposes of the Project in question shall have been or can be acquired.

**SECTION 408.** All requisitions, certificates and opinions received by the Trustee, as required in this Article as conditions of payment from the Construction Fund, may be relied upon by the Trustee.

**SECTION 409.** The Commission covenants that, at least once in each month during the construction of the Rappahannock River Bridge and the Hampton Roads Crossing, it

will cause the Consulting Engineers to prepare a progress report in connection with the construction of each such Project, including their current estimates of:

(i) the dates, respectively, on which the Rappahannock River Bridge and the Hampton Roads Crossing will be opened for traffic,

(ii) the dates, respectively, on which the construction of the Rappahannock River Bridge and the Hampton Roads Crossing will be completed, and

(iii) the costs, respectively, of the Rappahannock River Bridge and the Hampton Roads Crossing (showing separately the amount for each general classification set forth in the engineering report mentioned in the preambles of this Indenture), exclusive of contingencies, financing charges and interest during construction,

and comparisons between such times and amounts and the estimated times and amounts set forth in said engineering report and in the progress schedule which accompanied their statement filed under the provisions of clause (c) of Section 208 of this Indenture. Copies of such progress reports shall be filed with the Trustee and the Commission, and mailed by the Commission to each principal underwriter and all bondholders who shall have filed their names and addresses with the Secretary of the Commission for such purpose.

The Commission covenants that, at least once in each six (6) months until the construction of the Projects shall have been completed, it will cause an audit to be made by an independent firm of certified public accountants of recognized ability and standing, to be chosen by the Commission with the approval of the Trustee, covering all receipts and moneys then on deposit with or in the name of the Trustee and the Commission and any security held therefor, any investments thereof and all disbursements made pursuant to the provisions of Sections 404 and 405 of this Article. Copies of such audit reports shall be filed with the Trustee and the Commission, and mailed by the Commission to each principal underwriter, the Consulting Engineers and all bondholders who shall have filed their names and addresses with the Secretary of the Commission for such purpose.



SECTION 410. When the construction of the Rappahannock River Bridge and the Hampton Roads Crossing shall have been completed, which fact shall be evidenced to the Trustees by a certificate stating the date of such completion, signed by the State Highway Commissioner or the Chief Engineer and by the Secretary of the Commission and approved by the Consulting Engineers, accompanied by an opinion of the Attorney General or Assistant Attorney General of the Commonwealth stating

(a) that the Commission has acquired title to, or perpetual easements for the purposes of, the Rappahannock River Bridge and the Hampton Roads Crossing and all of the property necessary and incident thereto, free from all liens or encumbrances except liens, encumbrances or other defects of title which do not have a materially adverse effect upon the Commission's right to use such lands or properties for the purposes intended or which have been adequately guarded against by a bond or other form of indemnity,

(b) that there are no uncanceled mechanics', laborers', contractors' or materialmen's liens on any property pertaining to either Project or on file in any public office where the same should be filed in order to be valid liens against any part of such property, and that, in the opinion of the signer, the time within which such liens can be filed has expired, and

(c) that the Commission has acquired bus facilities and all rights, easements and franchises, if any, necessary to the operation of such facilities by the Commission, or that the Commission has entered into a contract or contracts for the operation of bus facilities by an independent operator or operators which will provide transportation facilities substantially similar to those which would have been provided by the operation of bus facilities by the Commission,

the balance in the Construction Fund not reserved by the Commission with the approval of the Consulting Engineers for the payment of any remaining part of the cost of such Projects shall be transferred by the Trustees, subject to the

provisions of Section 411 of this Indenture, to the credit of the Reserve Account in the Sinking Fund.

If at any time after such transfer there shall be filed with the Trustee a certificate, signed by the Chairman or Vice Chairman and by the Secretary of the Commission and approved by the Consulting Engineers, stating that the cost of the Rappahannock River Bridge and the Hampton Roads Crossing has been finally determined and that the part of such cost then remaining unpaid exceeds the amount reserved by the Trustee under this Section, an amount equal to such excess shall forthwith be retransferred by the Trustee from the Reserve Account to the Construction Fund and thereafter applied, upon requisition as above provided, to meet such unpaid cost; provided, however, that the amount so retransferred shall not exceed the amount transferred from the Construction Fund to the Reserve Account under the foregoing provisions of this Section. If at any time after such transfer or retransfer there shall be filed with the Trustee a certificate, similarly signed and approved, stating that the cost of the Rappahannock River Bridge and the Hampton Roads Crossing has been finally determined and that the amount reserved under this Section exceeds the part of such cost then remaining unpaid, an amount equal to such excess shall forthwith be transferred by the Trustee from the Construction Fund to the Reserve Account.

In making any such transfer or retransfer the Trustee may rely upon (a) a certificate filed with it by the Commission, signed by the Chairman or Vice Chairman of the Commission and approved by the Consulting Engineers, as to any items of such cost then remaining unpaid and as to any estimate in such certificate of the amount of any items of such cost the actual amount of which is not finally determined, and (b) a certificate, signed by the Attorney General or an Assistant Attorney General of the Commonwealth, as to the status and amount of any claims then outstanding affecting such cost. The Trustee may require the filing of such certificates as a condition to such transfer or retransfer.

**SECTION 411.** In the event that there shall be filed with the Trustee, simultaneously with the filing of the certificate

of completion under the provisions of Section 410 of this Article, an additional certificate, signed by the State Highway Commissioner or the Chief Engineer and by the Secretary of the Commission and approved by the Consulting Engineers, stating that the cost of the Rappahannock River Bridge and the Hampton Roads Crossing has been finally determined and setting forth the amount required to pay the balance of such final cost, any balance remaining to the credit of the Construction Fund over and above the amount so required, may be expended by the Commission, if then permitted by law, for the payment of the cost of constructing additional approach highways to any of the Projects (which, for the purpose of this Indenture, shall be deemed to be a part of the Project to which it is constructed), the construction and inclusion of which as a part thereof will not, in the written opinion of the Traffic Engineers filed with the Trustee, adversely affect the revenues of the Projects. Such expenditures shall be made in the manner required for payments from the Construction Fund under the provisions of Section 405 of this Article. Any part of such balance not so expended within three (3) years from the date of filing such certificates shall be transferred by the Trustee to the credit of the Reserve Account in the Sinking Fund.

**SECTION 412.** When the construction of the Hampton Roads Crossing shall have been completed, the operation of the Chesapeake Ferries shall be discontinued, the ferry properties shall be sold or otherwise disposed of, and the proceeds from the sale or salvage of any such properties shall be deposited to the credit of the Reserve Account in the Sinking Fund.

## ARTICLE V.

### REVENUES AND FUNDS.

**SECTION 501.** The Commission covenants (1) that it will continue in effect the present schedule of tolls for traffic over the York River Bridge until such schedule shall be revised as hereinafter provided, (2) that it will continue in effect the present schedule of tolls for traffic over the Chesapeake Ferries

until the Hampton Roads Crossing shall be opened for traffic. (3) that, as soon as practicable after the delivery of bonds under the provisions of Section 208 of this Indenture, it will fix and place in effect the schedule of tolls for traffic over the James River Bridges set forth by DeLeuw, Cather & Company and Wilbur Smith and Associates in their traffic report dated August 30, 1954, and until such time it will continue in effect the present schedule of tolls for such traffic, (4) that before the Rappahannock River Bridge or the Hampton Roads Crossing shall be opened for traffic, it will, in each case, fix and place in effect an initial schedule of tolls for traffic over such Project which will be in substantial conformity with and not less than the tolls set forth and recommended by De Leuw, Cather & Company and Wilbur Smith and Associates in said traffic report, (5) that it will not change or revise the tolls in any such schedule if, in the opinion of the Traffic Engineers, such change or revision will result in producing less revenues, unless such change or revision, in the opinion of the Traffic Engineers, will still result in producing revenues sufficient to provide for deposit to the credit of the Sinking Fund in each fiscal year of an amount not less than the amount of estimated net revenues as shown by said traffic report and said engineering report of the Consulting Engineers dated August 16, 1954, for each such fiscal year, and (6) that, subject to the foregoing provisions of this Section, from time to time and as often as it shall appear necessary it will request the Traffic Engineers to make recommendations as to revisions of the schedules of tolls and will file a copy of each such request with the Trustee and mail copies thereof to each principal underwriter and, upon receiving such recommendations or giving reasonable opportunity for such recommendations to be made, it will revise such schedules of tolls as may be necessary or proper, in order that the revenues of the Projects will at all times be sufficient:

(a) to provide funds for the payment of Current Expenses;

(b) to provide for making the transfers from the 1954 Revenue Fund-Trustee Account to the credit of the Reserve Maintenance Fund of the amounts recommended by

the Consulting Engineers under the provisions of Section 504 of this Article; and

(c) to provide for making the transfers from the 1954 Revenue Fund-Trustee Account to the credit of the Sinking Fund under the provisions of Section 507 of this Article of the following amounts (in order to provide for the payment of the interest on the bonds as the same shall become due and payable and for the retirement of all of the bonds issued under the provisions of this Indenture on or before their stated maturity) :

(i) in each fiscal year an amount sufficient to provide for paying the interest on all bonds issued under the provisions of this Indenture and then outstanding as the same shall become due and payable (less any amount paid from the Construction Fund),

(ii) in each fiscal year beginning with the fiscal year ending August 31, 1962, the following amounts, respectively:

<i>Fiscal Year Ending August 31,</i>	<i>Amount</i>	<i>Fiscal Year Ending August 31,</i>	<i>Amount</i>
1962	\$ 564,000	1979	\$3,024,000
1963	734,000	1980	3,177,000
1964	896,000	1981	3,313,000
1965	1,013,000	1982	3,462,000
1966	1,143,000	1983	3,627,000
1967	1,298,000	1984	3,799,000
1968	1,411,000	1985	3,941,000
1969	1,563,000	1986	4,087,000
1970	1,710,000	1987	4,237,000
1971	1,833,000	1988	4,357,000
1972	1,989,000	1989	4,478,000
1973	2,161,000	1990	4,605,000
1974	2,324,000	1991	4,735,000
1975	2,455,000	1992	4,835,000
1976	2,590,000	1993	4,930,000
1977	2,781,000	1994	5,095,000
1978	2,874,000		

provided, however, that if bonds shall be issued under the provisions of Section 209 of this Indenture, the respective amounts under the provisions of this subdivision shall be increased in proportion to the increase in the total principal amount of bonds issued under the provisions of this Indenture; and

(iii) in each fiscal year an amount equal to thirty per centum (30%) of the respective amounts provided for in subdivisions (i) and (ii) above for such fiscal year.

The transfer to the credit of the Sinking Fund in any fiscal year of an amount in excess of the amount provided for above for such fiscal year shall not be taken into account in revising the schedules of tolls for any subsequent fiscal year or years. But any deficiency in the amounts of the transfers to the credit of the Sinking Fund and the Reserve Maintenance Fund in any fiscal year shall, as promptly as may be practicable, be added to the amounts provided for above for the subsequent fiscal years in revising such schedules of tolls, the amount so to be added in each of such subsequent fiscal years to be approved by the Traffic Engineers.

The Commission covenants that if the total amount transferred to the credit of the Sinking Fund in any fiscal year following the fiscal year which ends August 31, 1955, shall be less than the amount provided for above for such fiscal year, it will, before the 15th day of October of the following fiscal year, request the Traffic Engineers to make their recommendations as to a revision of the schedules of tolls, and copies of such request and of the recommendations of the Traffic Engineers shall be filed with the Trustee and mailed by the Commission to each principal underwriter. Anything in this Indenture to the contrary notwithstanding, if the Commission shall comply with all recommendations of the Traffic Engineers in respect of tolls, it will not constitute an event of default under the provisions of this Indenture even though the total amounts transferred to the credit of the Reserve Maintenance Fund or the Sinking Fund, as the case may be, in any fiscal year shall be less than the amounts provided for in

clauses (b) and (c) of this Section for such fiscal year. In the event of any such deficiency, the Trustee or the holders of not less than fifteen per centum (15%) in principal amount of the bonds then outstanding may, however, and the Trustee shall, upon the request of the holders of not less than ten per centum (10%) in principal amount of the bonds then outstanding and upon being indemnified to its satisfaction, institute and prosecute in a court of competent jurisdiction an appropriate action to compel the Commission to revise the schedules of tolls. The Commission covenants that it will adopt and charge tolls in compliance with any final order or decree entered in any such proceeding.

The Commission covenants that forthwith upon the adoption of any revised schedule of tolls certified copies thereof will be filed with the Trustee and mailed by the Commission to each principal underwriter.

Notwithstanding any of the other provisions of this Section or of this Indenture, the Commission may, after the opening for traffic of the Hampton Roads Crossing and if then permitted by law, discontinue the collection of tolls for the use of the Nansemond and Chuckatuck bridges included in the James River Bridges in the event (a) the gross revenues from the Projects for two consecutive complete fiscal years immediately preceding shall have exceeded by not less than One Hundred Fifty Thousand Dollars (\$150,000), in each such year the gross revenues of the Projects as estimated by DeLeuw, Cather & Company and Wilbur Smith and Associates for such fiscal years in their traffic report hereinabove mentioned and (b) a public hearing shall have been held, after at least ten days' published notice thereof, at which interested persons may appear and be heard.

SECTION 502. The Commission covenants that tolls will be classified in a reasonable way to cover all traffic, so that the tolls may be uniform in application to all traffic falling within any reasonable class regardless of the status or character of any person, firm or corporation participating in the traffic, that no reduced rate of toll will be allowed within any such class except through the use of commutation or other

tickets or privileges based upon frequency or volume, and that no free vehicular passage will be permitted over any of the Projects or any part thereof, except that free vehicular passage over the approach highways included in the Hampton Roads Crossing may be permitted as contemplated in the traffic report of De Leuw, Cather & Company and Wilbur Smith and Associates referred to in Section 501 of this Article, and free vehicular passage may be permitted to the Consulting Engineers, Traffic Engineers, members, officers and employees of the Commission or to any fire department and to the police officers of the Federal Government or of any state, county or municipality while in the discharge of their official duties.

SECTION 503. A special fund is hereby created in the State Treasury and designated "State of Virginia 1954 Toll Projects Revenue Fund" (herein sometimes called the "Revenue Fund"). The Commission covenants that all tolls and other revenues arising from the operation or ownership of the Projects and properties in connection therewith will be collected by the Commission and deposited daily, as far as practicable, in a state depository, in the name of the State Treasurer for the credit of the Revenue Fund. All sums received by the Commission from any other source for paying any part of the cost of maintaining, repairing and operating the Projects shall be forthwith deposited with the Trustee to the credit of the 1954 Revenue Fund-Trustee Account.

SECTION 504. The Commission covenants that it will cause the Consulting Engineers employed by it under the provisions of Section 706 of this Indenture, among such other duties as may be imposed upon them by the Commission or by this Indenture, to make an inspection at least once a year of each Project and, on or before the 1st day of June, 1955, and on or before the 1st day of June in each year thereafter, to submit to the Commission a report setting forth (a) their findings whether each Project has been maintained in good repair, working order and condition, and (b) their recommendations as to



(i) the proper maintenance, repair and operation of each Project during the ensuing fiscal year and an estimate of the amount of money necessary for such purposes,

(ii) the insurance to be carried under the provisions of Sections 707 and 708 of this Indenture, and

(iii) the amount that should be transferred during the ensuing fiscal year to the credit of the Reserve Maintenance Fund on account of each Project for the purposes set forth in Section 509 of this Article.

The Commission further covenants that it will cause the Chief Engineer, before the time required for the submission of such report by the Consulting Engineers, to submit to the Commission and the Consulting Engineers his recommendations as to the matters mentioned in items (i), (ii) and (iii) of the preceding paragraph. Copies of such reports of the Consulting Engineers and the Chief Engineer shall be filed with the Trustee and mailed by the Commission to each principal underwriter.

SECTION 505. The Commission covenants that on or before the 20th day of June, 1955, and on or before the 20th day of June in each fiscal year thereafter, it will prepare a preliminary budget of Current Expenses of each Project for the ensuing fiscal year. Copies of each such preliminary budget shall be filed with the Trustee and mailed to the Consulting Engineers and to each principal underwriter. The Commission further covenants that it will comply with any reasonable request of the Consulting Engineers as to the classifications in which such budget shall be prepared, particularly with respect to the divisions into which such budget shall be divided.

If the holders of five per centum (5%) in aggregate principal amount of the bonds then outstanding or a majority of the principal underwriters shall so request the Commission in writing on or before the 1st day of July in any year, the Commission shall hold a public hearing on or before the 1st day of August in such year at which any bondholder may appear in person or by agent or attorney and present any

objections he may have to the final adoption of such budget. Notice of the time and place of such hearing shall be mailed by the Commission at least ten (10) days before the hearing to the Trustee, each principal underwriter, the Consulting Engineers and each bondholder who shall have filed his name and address with the Secretary of the Commission for such purpose.

The Commission further covenants that on or before the first day of each fiscal year it will finally adopt the budget of Current Expenses for such fiscal year (hereinafter sometimes called the "Annual Budget") and that the total appropriations in any division thereof will not exceed the total appropriations in the corresponding division in the preliminary budget without the approval of the Consulting Engineers. Copies of the Annual Budget shall be filed with the Trustee and mailed by the Commission to the Consulting Engineers and each principal underwriter.

If for any reason the Commission shall not have adopted the Annual Budget before the first day of any fiscal year, the preliminary budget for such fiscal year, if approved by the Consulting Engineers, or, if there is none so approved, the budget for the preceding fiscal year, shall, until the adoption of the Annual Budget, be deemed to be in force and shall be treated as the Annual Budget under the provisions of this Article.

The Annual Budget adopted by the Commission for the Chesapeake Ferries, the James River Bridges and the York River Bridge for the fiscal year ending August 31, 1955 shall be deemed the Annual Budget for such period under the provisions of this Indenture.

The Commission may at any time adopt an amended or supplemental Annual Budget for the remainder of the then current fiscal year, but no such amended or supplemental Annual Budget shall supersede any prior budget until it shall be approved by the Consulting Engineers, and when so approved it shall be treated as the Annual Budget under the provisions of this Article. Copies of any such amended or supplemental

Annual Budget shall be filed with the Trustee and mailed by the Commission to the Consulting Engineers and each principal underwriter.

The Commission covenants that the Current Expenses of each Project incurred in any fiscal year will not exceed the reasonable and necessary amount thereof, and that it will not expend any amount or incur any obligations for maintenance, repair and operation of any Project in excess of the amounts provided for Current Expenses of such Project in the Annual Budget, except amounts payable from the Reserve Maintenance Fund. Nothing in this Section contained shall limit the amount which the Commission may expend for Current Expenses in any year provided any amounts expended therefor in excess of the Annual Budget shall be received by the Commission from some source other than the revenues of the Projects and the Commission shall not make any reimbursement therefor from such revenues.

**SECTION 506.** A special fund is hereby created and designated "1954 Revenue Fund-Trustee Account", to be held and applied in accordance with the provisions of this Article. On or before the 7th day of each month the Chairman of the Commission, or such other person as may be designated by the Commission by resolution for such purpose, shall issue a voucher directing the issuance of a warrant by the State Comptroller for payment by the State Treasurer of all moneys held as of the last day of the preceding month for the credit of the Revenue Fund pursuant to the provisions of Section 503 of this Article, to the Trustee for deposit to the credit of the 1954 Revenue Fund-Trustee Account.

Payments from the 1954 Revenue Fund-Trustee Account, except the transfers and payments which the Trustee is authorized to make as hereinafter provided in this Article, shall be made in accordance with the provisions of this Section. Before any such payment shall be made the Commission shall file with the Trustee:

(a) a requisition, signed by the State Highway Commissioner or by such other officer or employee of the Com-

mission as shall be designated by the Commission by resolution for such purpose, stating in respect of each payment to be made:

- (i) the Project on account of which such payment is to be made,
  - (ii) the item number of the payment,
  - (iii) the name of the person, firm or corporation to whom payment is due,
  - (iv) the amount to be paid, and
  - (v) the purpose by general classification for which the obligation to be paid was incurred; and
- (b) a certificate, signed by the State Highway Commissioner or the Chief Engineer and attached to the requisition, certifying:

(i) that obligations in the stated amounts have been incurred by the Commission and that each item thereof was properly incurred in maintaining, repairing and operating such Project and has not been paid,

(ii) that there has not been filed with or served upon the Commission notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons, firms or corporations named in such requisition, which has not been released or will not be released simultaneously with the payment of such obligation, and

(iii) that the total amount of such payments will not be in excess of the unencumbered balance of the Annual Budget for such Project or any amendment thereof or supplement thereto.

Upon receipt of each requisition and accompanying certificate the Trustee shall transfer from the 1954 Revenue Fund-Trustee Account to the credit of a special account in its commercial department in the name of the State Treasurer, an

amount equal to the total of the amounts to be paid as set forth in such requisition. In making each such transfer the Trustee may rely upon such requisition and accompanying certificate. The Commission shall thereupon file with the State Comptroller a duplicate of each such requisition and accompanying certificates and a voucher, signed by the State Highway Commissioner or by such other officer or employee of the Commission as may be designated by the Commission by resolution for such purpose, covering each item set forth in such requisition, and thereupon the State Comptroller shall issue warrants for the payment by the State Treasurer of each such item, and each such payment shall be made by the State Treasurer by a check on such special account.

In addition to such transfers, the Trustee shall pay from the 1954 Revenue Fund-Trustee Account to the Commission upon its requisitions therefor, signed by the State Highway Commissioner or the Chief Engineer and by the Secretary of the Commission, at one time or from time to time a sum or sums aggregating not more than Fifty Thousand Dollars (\$50,000) exclusive of reimbursements as hereinafter in this Section authorized, such sums and such reimbursements to be used by the Commission as a revolving fund for the payment of Current Expenses which can not conveniently be paid as herein otherwise provided. Such moneys shall be deemed to be a part of the 1954 Revenue Fund-Trustee Account until paid out. The revolving fund shall be reimbursed by the Trustee from time to time for such expenses so paid by payments from the 1954 Revenue Fund-Trustee Account upon requisition of the Commission, filed with the Trustee and similarly signed, specifying the Project on account of which such expenses were paid, the payee, the amount and the purpose by general classification of each payment from the revolving fund for which such reimbursement is requested, accompanied by a certificate, similarly signed, certifying that each such expense so paid was a necessary item of Current Expenses of such Project, that such expense could not conveniently be paid except from such revolving fund, and that such payments were not in excess of the unencumbered balance of the Annual Budget or any amendment or supplement thereto. In making such pay-

ments and reimbursements the Trustee may rely upon such requisition and certificates.

**SECTION 507.** A special fund is hereby created and designated "State of Virginia Toll Revenue Bonds (Series 1954) Interest and Sinking Fund" (herein sometimes called the "Sinking Fund"). There are hereby created three separate accounts in the Sinking Fund designated "Bond Interest Account", "Reserve Account", and "Redemption Account", respectively. Another special fund is hereby created and designated "State of Virginia Toll Projects Reserve Maintenance Fund" (herein sometimes called the "Reserve Maintenance Fund").

The moneys in each of such Funds and Accounts shall be held by the Trustee in trust and applied as hereinafter provided with regard to each such Fund or Account and, pending such application, shall be subject to a lien and charge in favor of the holders of the bonds issued and outstanding under this Indenture and for the further security of such holders until paid out or transferred as herein provided.

It shall be the duty of the Trustee, on or before the 27th day of each month, to withdraw from the 1954 Revenue Fund-Trustee Account all moneys held for the credit of said Fund on the last day of the preceding month less an amount (to be held as a reserve for Current Expenses) equal to twenty per centum (20%) of the amount shown by the Annual Budget to be necessary for Current Expenses for the current fiscal year, and deposit the sum so withdrawn to the credit of the following Accounts or Fund in the following order:

(a) to the credit of the Bond Interest Account, such amount thereof (or the entire sum so withdrawn if less than the required amount) as may be required, in addition to any amount transferred from the Construction Fund to the credit of the Bond Interest Account under the provisions of Section 404 of this Indenture, to make the amount then to the credit of the Bond Interest Account equal to the amount of interest which will become due and

payable within the next ensuing six (6) months on all bonds then outstanding;

(b) to the credit of the Reserve Maintenance Fund, such amount, if any, of any balance remaining after making the deposit under clause (a) above (or the entire balance if less than the required amount) as may be required to make the amount deposited in such fiscal year to the credit of the Reserve Maintenance Fund equal to the amount recommended by the Consulting Engineers, as provided by Section 504 of this Article (or by section 504 of the trust indenture securing the Series 1949 Bonds), to be deposited to the credit of said Fund during such fiscal year; provided, however, that if the amount so deposited to the credit of said Fund in any fiscal year shall be less than the amount recommended by the Consulting Engineers, the requirement therefor shall nevertheless be cumulative and the amount of any deficiency in any fiscal year shall be added to the amount otherwise required to be deposited in each fiscal year thereafter until such time as such deficiency shall have been made up, unless such requirement shall have been modified by the Consulting Engineers in writing, signed copies of such modification to be filed with the Trustee and the Commission and mailed by the Commission to each principal underwriter;

(c) to the credit of the Reserve Account, such amount, if any, of any balance remaining after making the deposits under clauses (a) and (b) above (or the entire balance if less than the required amount) as may be required to make the amount then to the credit of the Reserve Account equal to two years' interest on all bonds then outstanding; provided, however, that the Commission, during the period of any emergency or threatened emergency which, in its opinion, is affecting or may affect adversely the traffic over or the revenues from the Projects, may increase such requirement by an amount not exceeding one hundred per centum (100%) thereof, and that the amount of such increase shall be fixed by resolution which shall recite the emergency or threatened emergency, and

any such resolution may be amended from time to time or repealed; copies of each such resolution, certified by the Secretary of the Commission, shall be filed with the Trustee and mailed by the Commission to the Consulting Engineers and each principal underwriter; and

(d) to the credit of the Redemption Account, the balance, if any, remaining after making the deposits under clauses (a), (b) and (c) above.

**SECTION 508.** The Trustee shall, from time to time, withdraw from the Bond Interest Account and (a) remit by mail to each owner of registered bonds without coupons the amounts required for paying interest upon such bonds as such interest becomes due and payable and (b) set aside or deposit in trust with the Paying Agents sufficient moneys for paying the interest on the coupon bonds as such interest becomes due and payable.

**SECTION 509.** Except as hereinafter provided in this Section and in Section 707 of this Indenture, or except in case of an emergency caused by some extraordinary occurrence, so characterized in a certificate signed by the Consulting Engineers and filed with the Trustee, and an insufficiency of moneys in the 1954 Revenue Fund-Trustee Account to meet such emergency, the moneys in the Reserve Maintenance Fund shall be held for paying the cost of unusual or extraordinary maintenance or repairs, renewals and replacements, premiums on insurance and the cost of replacing equipment, and shall be disbursed only for such purposes.

Payments from the Reserve Maintenance Fund, except the transfers which the Trustee is authorized to make as hereinafter provided in this Section, shall be made in the same manner as payments from the Construction Fund under the provisions of Section 405 of this Indenture in so far as such provisions shall be applicable.

If at any time the amounts held for the credit of the Bond Interest Account and the Reserve Account shall be insufficient for the purpose of paying the interest on the bonds as such



interest becomes due and payable, then the Trustee shall transfer from the Reserve Maintenance Fund to the credit of the Bond Interest Account an amount sufficient to make up any such deficiency. Any moneys so transferred from the Reserve Maintenance Fund to the credit of the Bond Interest Account shall be restored by the Trustee from available moneys in the 1954 Revenue Fund-Trustee Account, subject to the same conditions as are prescribed for transfers to the credit of the Reserve Maintenance Fund under the provisions of Section 507 of this Article.

The Trustee shall from time to time transfer any moneys from the Reserve Maintenance Fund to the credit of the Redemption Account upon the receipt of a certified copy of a resolution duly adopted by the Commission directing such transfer and a certificate of the Consulting Engineers certifying that the amount so to be transferred is not required for the purposes for which the Reserve Maintenance Fund has been created.

SECTION 510. Except as otherwise provided in Section 410 of this Indenture, moneys held for the credit of the Reserve Account shall be used for the purpose of paying interest on bonds whenever and to the extent that the moneys held for the credit of the Bond Interest Account shall be insufficient for such purpose. If at any time the moneys held for the credit of the Reserve Account shall exceed the maximum requirement for the Reserve Account under the provisions of clause (c) of Section 507 of this Article, such excess shall be transferred by the Trustee to the credit of the Redemption Account.

SECTION 511. Moneys held for the credit of the Redemption Account shall be applied to the retirement of bonds issued under the provisions of this Indenture as follows:

- (a) The Trustee shall endeavor to purchase bonds or portions of bonds secured hereby and then outstanding, whether or not such bonds or portions shall then be subject to redemption, at the most advantageous price obtainable

with reasonable diligence, having regard to interest rate and price, such price not to exceed the principal of such bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the holders of such bonds under the provisions of Article III of this Indenture if such bonds or portions of bonds should be called for redemption on such date from moneys in the Sinking Fund. The Trustee shall pay the interest accrued on such bonds or portions of bonds to the date of delivery thereof from the Bond Interest Account and the purchase price from the Redemption Account, but no such purchase shall be made by the Trustee within the period of forty-five (45) days next preceding any interest payment date on which such bonds are subject to call for redemption under the provisions of this Indenture.

(b) Subject to the provisions of Article III of this Indenture, the Trustee shall call for redemption on each interest payment date on which bonds are subject to redemption from moneys in the Sinking Fund such amount of bonds or portions of bonds then subject to redemption as, with the redemption premium, if any, and all necessary and proper expenses incurred in connection therewith, will exhaust the Redemption Account as nearly as may be; provided, however, that the Trustee shall not be obligated to call less than One Hundred Thousand Dollars (\$100,000) principal amount of bonds for redemption at any one time. Such redemption shall be made pursuant to the provisions of Article III of this Indenture. Not less than thirty (30) days before the redemption date the Trustee shall withdraw from the Bond Interest Account and from the Redemption Account and set aside in separate accounts or deposit with the Paying Agents the respective amounts required for paying the interest on, and the principal and redemption premium of, the bonds or portions of bonds so called for redemption, and shall pay from the Redemption Account all expenses in connection with such redemption.

**SECTION 512.** Subject to the terms and conditions set forth in this Indenture, moneys held for the credit of the Bond

Interest Account, the Reserve Account and the Redemption Account shall be held in trust and disbursed by the Trustee for (a) the retransfer to the Construction Fund of any amount required to be retransferred under the provisions of Section 410 of this Indenture or (b) the payment of interest upon the bonds issued hereunder as such interest becomes due and payable or (c) the payment of the principal of such bonds at maturity or (d) the payment of the purchase or redemption price of such bonds before maturity, and such moneys are hereby pledged to and charged with the payments mentioned in this Section.

SECTION 513. All moneys which the Trustee shall have withdrawn from the Sinking Fund or shall have received from any other source and set aside, or deposited with the Paying Agents, for the purpose of paying any of the bonds hereby secured, either at the maturity thereof or upon call for redemption, or for the purpose of paying any maturing coupons appertaining to any of the coupon bonds hereby secured, shall be held in trust for the respective holders of such bonds or coupons. But any moneys which shall be so set aside or deposited by the Trustee and which shall remain unclaimed by the holders of such bonds or of such coupons for the period of six (6) years after the date on which such bonds or such coupons shall have become due and payable shall upon request in writing be paid to the Commission or to such officer, board or body as may then be entitled by law to receive the same, and thereafter the holders of such bonds or coupons shall look only to the Commission or to such officer, board or body, as the case may be, for payment and then only to the extent of the amounts so received without any interest thereon, and the Trustee and the Paying Agents shall have no responsibility with respect to such moneys.

SECTION 514. All bonds paid, redeemed or purchased, either at or before maturity, together with all unmaturing coupons, if any, appertaining thereto, shall be cancelled when such payment, redemption or purchase is made. All interest coupons shall be cancelled upon their payment. All bonds and

coupons cancelled under any of the provisions of this Indenture shall be cremated by the Trustee or by the New York Paying Agent at the request of the Trustee. The Trustee or the New York Paying Agent effecting such cremation shall execute certificates of cremation in triplicate, describing the bonds and coupons so cremated, except that the numbers of the bonds to which such coupons appertain may be omitted unless otherwise directed by the State Highway Commissioner. One executed certificate of cremation shall be filed with the Commission, one with the independent auditors for the Commission and one with the Trustee.

#### ARTICLE VI.

##### DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS.

SECTION 601. All moneys deposited under the provisions of this Indenture with the Trustee or any other depositary or held by the Commission shall be trust funds under the terms hereof and shall not be subject to lien or attachment by any creditor of the Commission. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

No moneys shall be deposited with any depositary, other than the Trustee, in an amount exceeding fifty per centum (50%) of the amount which an officer of such depositary shall certify to the Commission as the combined capital and surplus of such depositary.

All moneys deposited with the Trustee or any other depositary hereunder shall be continuously secured, for the benefit of the Commission and the holders of the bonds, either (a) by lodging with a bank or trust company approved by the Trustee and the Commission as custodian, as collateral security, direct obligations of, or obligations the principal of and

the interest on which are unconditionally guaranteed by, the United States Government, or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of such deposit, or (b) in such other manner as may then be required or permitted by applicable state or federal laws and regulations regarding the security for, or granting a preference in the case of, the deposit of trust funds; provided, however, that it shall not be necessary for the Paying Agents to give security for the deposit of any moneys with them for the payment of the principal of or the redemption premium or the interest on any bonds issued hereunder, or for the Trustee to give security for any moneys which shall be represented by obligations purchased under the provisions of this Article as an investment of such moneys.

All moneys deposited with each depository, including the Trustee, shall be credited to the particular fund or account to which such moneys belong.

**SECTION 602.** Moneys held for the credit of the Construction Fund shall, as nearly as may be practicable, be invested and reinvested by the Trustee in direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by, the United States Government which shall mature, or which shall be subject to redemption by the holder thereof at the option of such holder, not later than the date on which the Consulting Engineers shall have estimated the Hampton Roads Crossing will be opened for traffic as set forth in their statement filed under the provisions of clause (c) of Section 208 of this Indenture. Any moneys held for the credit of the Construction Fund on said date or thereafter shall, as nearly as may be practicable, be invested and reinvested by the Trustee in direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by, the United States Government which shall mature, or which shall be subject to redemption

by the holder thereof at the option of such holder, not later than twelve (12) months after the date of such investment.

Moneys held for the credit of the Bond Interest Account in the Sinking Fund shall, as nearly as may be practicable, be invested and reinvested by the Trustee in direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by, the United States Government which shall mature, or which shall be subject to redemption by the holder thereof at the option of such holder, not later than the date when moneys held for the credit of said Account will be required for the purpose intended.

Moneys held for the credit of the Reserve Account in the Sinking Fund shall, as nearly as may be practicable, be invested and reinvested by the Trustee in direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by, the United States Government which shall mature, or which shall be subject to redemption by the holder thereof at the option of such holder, not later than thirty-six (36) months after the date of such investment.

Moneys held for the credit of the Reserve Maintenance Fund shall be invested by the Trustee, from time to time, upon receipt of a copy of a resolution of the Commission, certified by its Secretary, directing such investment and the written approval of the Consulting Engineers of the amount of such moneys to be so invested and the maturities of the obligations to be purchased, in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States Government.

Obligations so purchased as an investment of moneys in any such Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and any profit realized from such investment shall be credited to such Fund or Account, and any loss resulting from such investment shall be charged to such Fund or Account. The Trustee shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide moneys

to meet any payment or transfer from such Fund or Account. Neither the Trustee nor the Commission shall be liable or responsible for any loss resulting from any such investment.

## ARTICLE VII

### PARTICULAR COVENANTS.

SECTION 701. The Commission covenants that it will promptly pay the principal of and the interest on every bond issued under the provisions of this Indenture at the places, on the dates and in the manner provided herein and in said bonds and in any coupons appertaining to said bonds, and any premium required for the retirement of said bonds by purchase or redemption, according to the true intent and meaning thereof. Except as in this Indenture otherwise provided, the principal, interest and premiums are payable solely from tolls and other revenues derived from the ownership or operation of the Projects, which tolls and other revenues are hereby pledged to the payment thereof in the manner and to the extent hereinabove particularly specified, and nothing in the bonds or coupons or in this Indenture shall be construed as obligating the State of Virginia or any political subdivision thereof to pay the bonds or the interest thereon except from revenues of the Projects or as pledging the faith and credit or taxing power of the State or of any such political subdivision.

The Commission covenants that so long as the bonds or any of them shall be outstanding it will cause offices or agencies where the coupon bonds, not registered as to principal, and coupons may be presented for payment to be maintained in the City of Norfolk, Virginia, and in the Borough of Manhattan, City and State of New York.

SECTION 702. The Commission covenants that it will forthwith proceed to construct the Rappahannock River Bridge and the Hampton Roads Crossing as described in the engi-

neering report mentioned in the preambles of this Indenture and in accordance with plans and specifications which shall have been approved by the Consulting Engineers and in conformity with law and all requirements of all governmental authorities having jurisdiction thereover, and that it will complete such construction with all expedition practicable. The Commission further covenants and agrees that upon the opening of each of said Projects for traffic it will deliver to the Trustee a certificate, signed by the Chairman or Vice Chairman of the Commission, stating the date upon which such opening occurred. The Commission further covenants that it will, on or before the opening of the Hampton Roads Crossing for traffic either (a) acquire bus facilities in accordance with the plan therefor which shall have been approved by the Consulting Engineers and that such bus facilities will be available for the transportation of passengers through or over such Project not later than the opening of the Project for traffic, or (b) enter into a contract or contracts for the operation of bus facilities by an independent operator for the transportation of such passengers in accordance with the plan therefor which shall have been approved by the Consulting Engineers; provided, however, that in the event the Commission shall determine by resolution on or before the opening of the Hampton Roads Crossing for traffic or at any subsequent date, with the written approval of the Consulting Engineers and the Traffic Engineers of such determination, that it is inexpedient for the Commission to provide bus facilities or having provided bus facilities that it is expedient to discontinue the operation of bus facilities, then and in such event any balance remaining to the credit of the Bus Facilities Account and not committed to the payment of the cost of bus facilities shall be withdrawn by the Commission and deposited with the Trustee to the credit of the Construction Fund or the Reserve Account in the Sinking Fund, as the Commission may determine by resolution, or in the event the bus facilities shall be sold or otherwise disposed of, the proceeds thereof shall be deposited with the Trustee to the credit of the Reserve Account in the Sinking Fund.



The Commission further covenants and agrees that before entering into any contract for such construction it will secure the approval of the Consulting Engineers of such contract and of the plans and specifications referred to therein, and that it will require each person, firm or corporation with whom it may contract for labor or materials in connection with the construction of any Project for which bonds shall be issued under the provisions of this Indenture to furnish a performance bond in the full amount of any contract exceeding Five Thousand Dollars (\$5,000) in amount or, in lieu thereof and with the approval of the Commission, to deposit with the Trustee, to insure completion and performance, marketable securities having a market value equal to the amount of such contract and eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, and to carry such workmen's compensation or employers' liability insurance as may be required by law and such public liability, property damage and builders' risk insurance, if any, as may be required by the Consulting Engineers. The Commission further covenants and agrees that in the event of any default under any such contract the proceeds of such performance bond or securities shall forthwith, upon receipt of such proceeds, be applied toward the completion of the contract in connection with which such performance bond or securities shall have been furnished.

The Commission further covenants and agrees that each such contract for labor or materials of construction will also provide that the Commission shall have the right to withhold payments thereunder in excess of ninety per centum (90%) of current estimates approved by the Consulting Engineers except payment of the final balance due under any such contract.

**SECTION 703.** The Commission covenants that it will establish and enforce reasonable rules and regulations governing the use of the Projects and the operation thereof, that all payments under contracts entered into by it, all compensation and conditions of employment, and all salaries, fees and

wages paid by it, in connection with the maintenance, repair and operation of the Projects will be reasonable, that no more persons will be employed by it than are necessary, that it will maintain and operate the Projects in an efficient and economical manner, that, from the revenues of the Projects, it will at all times maintain the same in good repair and in sound operating condition and will make all necessary repairs, renewals and replacements, and that it will observe and perform all of the terms and conditions contained in the State Revenue Bond Act.

The Commission further covenants that it will not grant any permit for the construction or operation of a bridge, tunnel or ferry permitted by the State Revenue Bond Act to be granted by the Commission, where such operation will, in the opinion of the Consulting Engineers, adversely affect the revenues of the Projects.

SECTION 704. The Commission covenants that it will not create or suffer to be created any lien or charge upon the Projects or any thereof or upon the tolls or other revenues therefrom except the lien and charge of the bonds secured hereby upon such tolls and revenues, and that, from such revenues or other available funds, it will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Projects or any thereof or the tolls or other revenues therefrom; provided, however, that nothing in this Section contained shall require the Commission to pay or cause to be discharged, or make provision for, any such lien or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

SECTION 705. Notwithstanding any other provision of this Indenture, the Commission may permit the State of Virginia or any of its agencies, departments or political subdivisions, to pay the cost of maintaining, repairing and oper-

ating any Project out of funds other than revenues of the Projects.

**SECTION 706.** The Commission covenants that it will, for the purpose of performing and carrying out the duties imposed on the Consulting Engineers by this Indenture, employ an independent engineer or engineering firm or corporation having a nationwide and favorable repute for skill and experience in such work, and that it will, for the purpose of performing and carrying out the duties imposed on the Traffic Engineers by this Indenture, employ an independent engineer or engineering firm or corporation having a nationwide and favorable repute for skill and experience in such work. Parsons, Brinckerhoff, Hall & Macdonald, Consulting Engineers, of New York, New York, are now employed by the Commission as such Consulting Engineers. The Commission further covenants that before employing any other engineer or engineering firm or corporation as Consulting Engineers and before employing any engineer or engineering firm or corporation as Traffic Engineers under this Indenture, it will secure the written approval of the Trustee.

The Commission further covenants that an engineer of suitable experience will at all times be employed for the purpose of performing and carrying out the duties imposed on the Chief Engineer by this Indenture in connection with the construction of the Rappahannock River Bridge and the Hampton Roads Crossing and the operation of the Projects.

**SECTION 707.** The Commission covenants that during the construction of the Rappahannock River Bridge and the Hampton Roads Crossing it will carry such builders' risk insurance, if any, as shall be recommended by the Consulting Engineers, and that from and after the time when the contractors or any of them engaged in constructing the Rappahannock River Bridge or any part thereof or any bridge or tunnel or part thereof in the Hampton Roads Crossing shall cease to be responsible, pursuant to the provisions of the respective contracts for the construction of such bridge, tunnel or part, for loss or damage to such bridge, tunnel or part occurring from

any cause, it will insure and at all times keep such bridge, tunnel or part insured with a responsible insurance company or companies qualified to assume the risk thereof, against physical loss or damage however caused, with such exceptions as are ordinarily required by insurers of structures or facilities of similar type, in an amount not less than eighty per centum (80%) of the replacement value of each such bridge, tunnel or part, less depreciation, as certified by the Consulting Engineers in writing filed with the Commission and with the Trustee and mailed by the Commission to each principal underwriter; provided, however, that such amount of insurance shall at all times be sufficient to comply with any legal or contractual requirement which, if breached, would result in assumption by the Commission of a portion of any loss or damage as a co-insurer, and that such insurance may provide for the deduction from each claim for loss or damage (except in case of a total loss) of not more than two per centum (2%) of the total amount of insurance required by the application of the co-insurance clause, unless the Consulting Engineers shall approve a higher deduction. The Commission further covenants that it will similarly insure and at all times keep each bridge included in the James River Bridges and the York River Bridge insured for loss or damage occurring from any cause, and also the properties constituting the Chesapeake Ferries until such properties shall be sold or disposed of as hereinabove provided. If at any time the Commission shall be unable to obtain such insurance to the extent above required, either as to the amount of such insurance or as to the risks covered thereby, it will not constitute an event of default under the provisions of this Indenture if the Commission shall maintain such insurance to the extent reasonably obtainable.

All such policies shall be for the benefit of the Trustee and the Commission as their interests shall appear, shall be made payable to the Trustee and shall be deposited with the Trustee, and the Trustee shall have the sole right to receive the proceeds of such insurance and to collect and receipt for claims thereunder. The proceeds of any and all such insurance shall be held by the Trustee as security for the bonds issued hereunder until paid out as hereinafter provided.

The Commission covenants that, immediately after any damage to or destruction of any Project or any part thereof, it will cause the Consulting Engineers to prepare plans and specifications for repairing, replacing or reconstructing the damaged or destroyed property (either in accordance with the original or a different design) and an estimate of the cost thereof, and to file copies of such estimate with the Commission and the Trustee.

The proceeds of all insurance referred to in this Section shall be available for, and shall to the extent necessary be applied to, the repair, replacement or reconstruction of the damaged or destroyed property, and shall be disbursed by the Trustee in the manner hereinabove provided for payments from the Construction Fund. If such proceeds are more than sufficient for such purpose, the balance remaining shall be deposited to the credit of the Reserve Maintenance Fund or the Redemption Account, as the Commission by resolution may determine. If such proceeds shall be insufficient for such purpose, the deficiency may be supplied by the Trustee upon requisition of the Commission, from any moneys in the Reserve Maintenance Fund.

The Commission covenants that, if the cost of repairing, replacing or reconstructing the damaged or destroyed property as estimated by the Consulting Engineers shall not exceed the proceeds of insurance and other moneys available for such purpose, it will forthwith commence and diligently prosecute the repair, replacement or reconstruction of the damaged or destroyed property according to plans and specifications prepared by the Consulting Engineers.

The proceeds of any insurance not applied within thirty (30) months after their receipt by the Trustee to repairing, replacing or reconstructing the damaged or destroyed property, unless the Commission shall be prevented from so doing because of conditions beyond its control or unless the Commission, with the consent of the holders of a majority in principal amount of all the bonds then outstanding, shall otherwise direct, shall be deposited to the credit of the Redemption Account.

**SECTION 708.** The Commission covenants that it will at all times carry in a responsible insurance company or companies qualified to assume the risk thereof:

(a) use and occupancy insurance covering loss of revenues from each Project by reason of necessary interruption, total or partial, in the use thereof resulting from damage to or destruction of any part thereof however caused, with such exceptions as are ordinarily required by insurers carrying similar insurance, in such amount as the Consulting Engineers shall estimate is sufficient to provide a full normal income during the period of suspension of use; provided, however, that such insurance shall cover a period of suspension of not less than twelve (12) months and such longer period as the Consulting Engineers shall approve, and that such insurance may exclude loss sustained by the Commission during the first seven (7) days of any total or partial interruption of use; and provided further, that if at any time the Commission shall be unable to obtain such insurance to the extent above required, either as to the amount of such insurance or as to the risks covered thereby, it will not constitute an event of default under the provisions of this Indenture if the Commission shall carry such insurance to the extent reasonably obtainable; and

(b) public liability and property damage insurance in such amount and covering such risks as the Consulting Engineers may recommend.

Copies of all estimates and recommendations made by the Consulting Engineers under the provisions of this Section shall be filed with the Commission and the Trustee and mailed by the Commission to each principal underwriter.

In estimating full normal income for use and occupancy insurance, the Consulting Engineers shall give consideration to the expected as well as current and prior revenues from the operation of each Project or from other sources, and may also make allowance for any probable decrease in the

costs of maintenance or operation or other charges and expenses while use of such Project is interrupted. All policies providing use and occupancy insurance shall be made payable to and deposited with the Trustee, and the Trustee shall have the sole right to receive any proceeds of such policies and to collect and receipt for claims thereunder. Any proceeds of use and occupancy insurance shall be deposited by the Trustee to the credit of the 1954 Revenue Fund-Trustee Account.

SECTION 709. Within the first ten (10) days of each fiscal year the Commission shall file with the Trustee and shall mail to the Consulting Engineers and each principal underwriter a schedule of all insurance policies referred to in Sections 707 and 708 of this Article which are then in effect, stating with respect to each policy the name of the insurer, the amount, number and expiration date, and the hazards and risks insured against. All such insurance policies shall be open to the inspection of the bondholders and their representatives at all reasonable times. The Trustee is hereby authorized in its own name to demand, collect, sue and receipt for any insurance money which may become due and payable under any policies payable to it.

Any appraisalment or adjustment of any loss or damage and any settlement or payment of indemnity therefor which may be agreed upon between the Commission and any insurer shall be evidenced to the Trustee by a certificate, signed by the Chairman or Vice Chairman and the Secretary of the Commission and approved by the Consulting Engineers, which certificate may be relied upon by the Trustee as conclusive. The Trustee shall in no way be liable or responsible for the collection of insurance moneys in case of any loss or damage.

SECTION 710. The Commission covenants and agrees that none of the revenues of the Projects will be used for any purpose other than as provided in this Indenture and no contract or contracts will be entered into or any action taken by which the rights of the Trustee or of the bondholders might be impaired or diminished.

**SECTION 711.** The Commission and the Trustee mutually covenant that they will, from time to time, each upon the written request of the other, execute and deliver such further instruments and take such further action as may be reasonable and as may be required by the other to carry out the purposes of this Indenture; provided, however, that no such instrument or action shall involve any personal liability on the Trustee or members of the Commission or any officer thereof.

**SECTION 712.** The Commission covenants that it will keep an accurate record of the total cost of each Project, of the daily tolls and other revenues collected, of the number and class of vehicles using each Project, and of the application of such tolls and other revenues. Such records shall be open at all reasonable times to the inspection of all interested persons.

The Commission further covenants that at least once each month it will cause to be filed with the Trustee and mailed to the Consulting Engineers, each principal underwriter, and all bondholders who shall have filed their names and addresses with the Secretary of the Commission for such purpose, copies of any revision of any toll schedule during the preceding calendar month and a report setting forth in respect of the preceding calendar month:

- (a) an income and expense account for each Project, including the bus facilities, if any,
- (b) the number of vehicles in each class using each Project,
- (c) all deposits to the credit of and withdrawals from each Fund and Account created under the provisions of this Indenture,
- (d) the details of all bonds issued, paid, purchased or redeemed,
- (e) a balance sheet as of the end of such month,
- (f) the amounts on deposit at the end of such month to the credit of each such Fund and Account, showing the



respective amounts on deposit to the credit of each such Fund and Account in each bank or trust company and the security held therefor, and showing the details of any investments thereof, and

(g) the amounts of the proceeds received from any sales of property pursuant to the provisions of Section 713 of this Article.

The Commission further covenants that in the month of September in each year it will cause an audit to be made of its books and accounts relating to the Projects by an independent certified public accountant of recognized ability and standing, to be chosen by the Commission with the approval of the Trustee. The Trustee shall make available to such accountant all its books and records pertaining to the Projects. Promptly thereafter reports of each such audit shall be filed with the Commission and the Trustee, and copies of such reports shall be mailed by the Commission to the Consulting Engineers, each principal underwriter, and all bondholders who shall have filed their names and addresses with the Secretary of the Commission for such purpose. Each such audit report shall set forth in respect of the preceding fiscal year the same matters as are hereinabove required for the monthly reports, and also the findings of such certified public accountants whether the moneys received by the Commission under the provisions of this Indenture have been applied in accordance with the provisions of this Indenture, whether any payments for Current Expenses in the preceding fiscal year were in excess of the Annual Budget for such fiscal year and whether the Commission is in default in the performance of any of the covenants contained in Section 501 of this Indenture. Such monthly reports and audit reports shall be open to the inspection of the bondholders and their agents and representatives.

The Commission further covenants that it will cause any additional reports or audits relating to the Projects to be made as required by law and that, as often as may be requested, it will furnish to the Trustee, each principal underwriter and the holder of any bond issued hereunder such

other information concerning the Projects or the operation thereof as either of them may reasonably request.

The cost of the reports and audits referred to in this Section shall be treated as a part of the cost of operation of the Projects.

**SECTION 718.** The Commission covenants that, except as otherwise required or permitted by the State Revenue Bond Act or by this Indenture, it will not sell, lease or otherwise dispose of or encumber any of the Projects or any part thereof and will not create or permit to be created any charge or lien on the revenues derived therefrom except as provided in this Indenture. The Commission may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of bonds issued on account of any Project or from the revenues thereof, if the Commission by resolution shall determine that such articles are no longer needed or are no longer useful in connection with the construction or operation and maintenance of such Project, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or shall be deposited to the credit of the Construction Fund, the Reserve Maintenance Fund or the Redemption Account, as the Commission by resolution may determine. The Commission may from time to time sell such real estate forming part of any Project as the Commission by resolution shall determine is not needed or serves no useful purpose in connection with the maintenance and operation of such Project, if the Consulting Engineers shall in writing approve such sale. The proceeds of any sale of real estate shall be disposed of as hereinabove provided for the proceeds of the sale or disposal of movable property. The provisions of this paragraph are in all respects subject to the provisions of Section 412 of this Indenture.

Upon any sale of property under the provisions of this Section the Commission shall notify the Trustee of the property so sold and the amount and disposition of the proceeds thereof.

Notwithstanding any other provisions of this Section, the Commission may, if the Consulting Engineers shall in writing approve, lease or sell bus facilities operated by the Commission in the event the Commission shall theretofore have provided by contract for the operation by an independent operator of bus facilities to provide services substantially similar to those provided by the bus facilities so sold or leased; provided, however, nothing contained in this Section shall prevent the Commission from selling or otherwise disposing of the bus facilities as permitted by the provisions of Section 702 of this Article and upon the happening of the conditions therein set forth.

## ARTICLE VIII

### REMEDIES.

SECTION 801. No coupon which in any way before, at, or after maturity shall have been transferred or pledged separate and apart from the bond to which it appertains shall, unless accompanied by such bond, be entitled, in case of default hereunder, to any benefit of or from this Indenture, except after the prior payment in full of the principal of all bonds and of all coupons not so transferred or pledged. In case the time for the payment of any coupon or the interest on any registered bond without coupons shall be extended, whether or not such extension be by or with the consent of the Commission, such coupon or such interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Indenture except subject to the prior payment in full of the principal of all bonds then outstanding and of all coupons and interest the time for the payment of which shall not have been extended.

SECTION 802. Each of the following events is hereby declared an "event of default", that is to say: If

(a) payment of the principal and premium, if any, of any of the bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(b) payment of any instalment of interest shall not be made within thirty (30) days after the same shall become due and payable; or

(c) the Commission shall unreasonably delay or fail to carry on with reasonable dispatch or discontinue the construction of the Rappahannock River Bridge or the Hampton Roads Crossing; or

(d) the Commission shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(e) any substantial part of any Project shall be destroyed or damaged to the extent of impairing its efficient operation or adversely affecting its gross revenues and shall not be promptly repaired, replaced or reconstructed (whether such failure promptly to repair, replace or reconstruct the same be due to the impracticability of such repair, replacement or reconstruction or to lack of funds therefor or for any other reason); or

(f) final judgment for the payment of money shall be rendered against the Commission as a result of the ownership, control or operation of any Project and any such judgment shall not be discharged within ninety (90) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to stay the execution of or levy under such judgment, order, decree or process or the enforcement thereof; or

(g) an order or decree shall be entered, with the consent or acquiescence of the Commission, appointing a receiver or receivers of the Projects or any thereof or of the tolls or other revenues thereof, or if such order or decree, having been entered without the consent or acquies-

cence of the Commission, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof; or

(h) any proceeding shall be instituted, with the consent or acquiescence of the Commission, for the purpose of effecting a composition between the Commission and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the revenues of the Projects; or

(i) the Commission shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the bonds or in this Indenture on the part of the Commission to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Commission by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of not less than ten per centum (10%) in principal amount of the bonds then outstanding.

**SECTION 808.** Upon the happening and continuance of any event of default specified in Section 802 of this Article, then and in every such case the Trustee may proceed, and upon the written request of the holders of not less than ten per centum (10%) in principal amount of the bonds then outstanding hereunder shall proceed, subject to the provisions of Section 902 of this Indenture, to protect and enforce its rights and the rights of the bondholders under the laws of the State of Virginia or under this Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by

counsel, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under this Indenture the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the Commission for principal, interest or otherwise under any of the provisions of this Indenture or of the bonds and unpaid, with interest on overdue payments at the rate or rates of interest specified in such bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such bonds, without prejudice to any other right or remedy of the Trustee or of the bondholders, and to recover and enforce judgment or decree against the Commission, but solely as provided herein and in such bonds, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect (but solely from moneys in the Sinking Fund and any other moneys available for such purpose) in any manner provided by law, the moneys adjudged or decreed to be payable.

**SECTION 804.** Anything in this Indenture to the contrary notwithstanding, if at any time the moneys in the Sinking Fund shall not be sufficient to pay the principal of or the interest on the bonds as the same shall become due and payable, such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as follows:

(a) Unless the principal of all the bonds shall have become due and payable, all such moneys shall be applied

first: to the payment to the persons entitled thereto of all instalments of interest then due and payable, in the order of the maturity of the instalments of such interest, and, if the amount available shall not be sufficient to pay in full any particular instalment, then to the payment ratably, according to the amounts due on

such instalment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the bonds; and

second: to the retirement of bonds in accordance with the provisions of Section 511 of this Indenture.

(b) If the principal of all the bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the bonds, with interest on such bonds as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any instalment of interest over any other instalment of interest, or of any bond over any other bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the bonds.

The provisions of this Section are in all respects subject to the provisions of Section 801 of this Article.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Paying Agents, or otherwise setting aside such moneys, in trust for the proper purpose shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Commission, to any bondholder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise

such discretion in applying such moneys, it shall fix the date (which shall be an interest payment date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to the holder of any unpaid coupon or any bond until such coupon or such bond and all unmatured coupons, if any, appertaining to such bond shall be surrendered to the Trustee for appropriate endorsement, or for cancellation if fully paid.

**SECTION 805.** In case any proceeding taken by the Trustee on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the Commission, the Trustee and the bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

**SECTION 806.** Anything in this Indenture to the contrary notwithstanding, the holders of a majority in principal amount of the bonds then outstanding hereunder shall have the right, subject to the provisions of Section 902 of this Indenture, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions of this Indenture.

**SECTION 807.** No holder of any of the bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder or for any other remedy hereunder unless such holder previously shall have given to the Trustee written notice of the event of default on account of which such suit, action or proceeding is to be instituted, and unless also the holders of not less than



ten per centum (10%) in principal amount of the bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceeding in its or their name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or for any other remedy hereunder. It is understood and intended that no one or more holders of the bonds hereby secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder except in the manner herein provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all holders of such outstanding bonds and coupons, and that any individual rights of action or other right given to one or more of such holders by law are restricted by this Indenture to the rights and remedies herein provided.

SECTION 808. All rights of action under this Indenture or under any of the bonds secured hereby, enforceable by the Trustee, may be enforced by it without the possession of any of the bonds or the coupons appertaining thereto or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all of the holders of such bonds and coupons, subject to the provisions of this Indenture.

**SECTION 809.** No remedy herein conferred upon or reserved to the Trustee or to the holders of the bonds is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

**SECTION 810.** No delay or omission of the Trustee or of any holder of the bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Article to the Trustee and the holders of the bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee may, and upon written request of the holders of not less than a majority in principal amount of the bonds then outstanding shall, waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Indenture or before the completion of the enforcement of any other remedy under this Indenture, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

**SECTION 811.** The Trustee shall mail to each principal underwriter, all registered owners of bonds then outstanding at their addresses as they appear on the registration books, and all other bondholders who shall have filed their names and addresses with the Trustee for such purpose, written notice of the occurrence of any event of default set forth in Section 802 of this Article within thirty (30) days after the Trustee shall have notice that any such event of default has occurred. If in any fiscal year the total amount of deposits to the credit of the Sinking Fund shall be less than the respective amounts referred to in clause (c) of Section 501 of this Indenture, the Trustee on or before the first day of the third month

of the next succeeding fiscal year shall mail to each principal underwriter, all registered owners of bonds then outstanding at their addresses as they appear on the registration books, and all other bondholders who shall have filed their names and addresses with the Trustee for such purpose, written notice of the failure to make such deposits. The Trustee shall not, however, be subject to any liability to the principal underwriters or any bondholder by reason of its failure to mail any such notice.

## ARTICLE IX.

### CONCERNING THE TRUSTEE.

SECTION 901. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth in this Article and subject to the provisions of this Indenture, to all of which the parties hereto and the respective holders of the bonds agree.

SECTION 902. The Trustee shall be under no obligation to institute any suit, or to take any remedial proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability; the Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case the Commission shall reimburse the Trustee from the revenues of the Projects for all costs and expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the Commission shall fail to make such reimbursement, the Trustee may reimburse itself from any

moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any of the bonds or coupons outstanding hereunder.

**SECTION 903.** The Trustee shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Commission, or to report, or make or file claims or proof of loss for, any loss or damage insured against or which may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made. The Trustee shall have no responsibility in respect of the validity or sufficiency of this Indenture or the due execution or acknowledgment thereof, or in respect of the validity of the bonds or of the coupons or the due execution or issuance thereof. The Trustee shall be under no obligation, except as otherwise herein expressly required, to see that any duties herein imposed upon the Commission, the Consulting Engineers, the Traffic Engineers, the Paying Agents, any depository, or any party other than itself, or any covenants herein contained on the part of any party other than itself to be performed, shall be done or performed, and the Trustee shall be under no obligation for failure to see that any such duties or covenants are so done or performed.

**SECTION 904.** The Trustee shall not be liable or responsible because of the failure of the Commission or of any of its employees or agents to make any collections or deposits or to perform any act herein required of the Commission or because of the loss of any moneys arising through the insolvency or the act or default or omission of any other depository in which such moneys shall have been deposited under the provisions of this Indenture. The Trustee shall not be responsible for the application of any of the proceeds of the bonds or any other moneys deposited with it and paid out, withdrawn or transferred hereunder, if such application, payment, withdrawal or transfer shall be made in accordance with the provisions of this Indenture. The immunities and

exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

SECTION 905. Subject to the provisions of any contract, the Commission shall, from the revenues of the Projects, pay to the Trustee reasonable compensation for all services performed by it hereunder and also all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and execution of the trusts hereby created and the performance of its powers and duties hereunder, and, from such revenues only, shall indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder. If the Commission shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any of the bonds or coupons outstanding hereunder.

SECTION 906. It shall be the duty of the Trustee, on or before the last day of each month after the month in which bonds are delivered under the provisions of Section 208 of this Indenture, to file with the Commission a statement setting forth in respect of the preceding calendar month:

(a) the amount withdrawn or transferred by it and the amount deposited with it on account of each Fund and Account held by it under the provisions of this Indenture,

(b) the amount on deposit with it at the end of each month to the credit of each such Fund and Account,

(c) a brief description of all obligations held by it as an investment of moneys in each such Fund and Account,

(d) the amount applied to the purchase or redemption of bonds under the provisions of Section 511 of this Indenture and a description of the bonds or portions of bonds so purchased or redeemed, and

(e) any other information which the Commission may reasonably request.

All records and files pertaining to the Projects in the custody of the Trustee shall be open at all reasonable times to the inspection of the Commission, each principal underwriter and their agents and representatives.

SECTION 907. In case at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Trustee, and in any case in which this Indenture provides for permitting or taking any action, the Trustee may rely upon any certificate required or permitted to be filed with it under the provisions of this Indenture, and any such certificate shall be evidence of such fact to protect the Trustee in any action that it may or may not take or in respect of anything it may or may not do, in good faith, by reason of the supposed existence of such fact. Except as otherwise provided in this Indenture, any request, notice or other instrument from the Commission to the Trustee shall be deemed to have been signed by the proper party or parties if signed by the State Highway Commissioner or the Chief Engineer and by the Secretary of the Commission, and the Trustee may accept a certificate signed by the Secretary of the Commission as to any action taken by the Commission.

SECTION 908. Except as otherwise provided in this Indenture, the Trustee shall not be bound to take notice or be deemed to have notice of any event of default hereunder, unless specifically notified in writing of such event of default by the holders of not less than ten per centum (10%) in principal amount of the bonds hereby secured and then outstanding.

SECTION 909. The bank or trust company acting as Trustee under this Indenture, for its own account or for the account of any of its fiduciary accounts, and its directors, officers, employees or agents, may in good faith buy, sell, own,

hold and deal in any of the bonds or coupons issued under and secured by this Indenture, and may join in any action which any bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under this Indenture.

**SECTION 910.** The recitals, statements and representations contained herein and in the bonds (excluding the Trustee's certificate of authentication on the bonds) shall be taken and construed as made by and on the part of the Commission and not by the Trustee, and the Trustee assumes no responsibility for the correctness of the same.

**SECTION 911.** The Trustee shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Indenture, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document which it shall in good faith believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer or accountant believed by it to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Trustee shall not be under any obligation to see to the recording or filing of this Indenture or otherwise to the giving to any person of notice of the provisions hereof.

**SECTION 912.** The Trustee may resign and thereby become discharged from the trusts hereby created by notice in writing to be given to the Commission and to each principal underwriter and published once in a daily newspaper of general circulation published in the City of Richmond, Virginia, and in a financial journal published in the Borough of Manhattan, City and State of New York, or a daily newspaper of general circulation published in said Borough, at least thirty (30) days

before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Trustee hereunder, if such new Trustee shall be appointed before the time limited by such notice and shall then accept the trusts hereof.

**SECTION 913.** The Trustee may be removed at any time by an instrument or concurrent instruments in writing, signed by the holders of not less than a majority in principal amount of the bonds hereby secured and then outstanding and filed with the Commission. A photostatic copy of each such instrument shall be delivered promptly by the Commission to the Trustee. The Trustee may also be removed at any time for any breach of trust or violation of this Indenture by a resolution of the Commission.

**SECTION 914.** If at any time hereafter the Trustee shall resign, be removed, be dissolved or otherwise become incapable of acting, or the bank or trust company acting as Trustee shall be taken over by any governmental official, agency, department or board, the position of Trustee shall thereupon become vacant. If at any time moneys on deposit with the Trustee shall not be secured as required by Section 601 of this Indenture, a vacancy in the position of Trustee may be declared by a resolution duly passed by the Commission. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Commission shall appoint a Trustee to fill such vacancy. The Commission shall publish notice of any such appointment by it made once in each week for four (4) successive weeks in a daily newspaper of general circulation published in the City of Richmond, Virginia, and in a financial journal published in the Borough of Manhattan, City and State of New York, or a daily newspaper of general circulation published in said Borough, and before the second publication of such notice shall mail a copy thereof to each principal underwriter.

At any time within one year after any such vacancy shall have occurred, the holders of a majority in principal amount



of the bonds hereby secured and then outstanding, by an instrument or concurrent instruments in writing, signed by such bondholders or their attorneys in fact or legal representatives and filed with the Commission, may appoint a successor Trustee which shall supersede any Trustee theretofore appointed by the Commission. Photostatic copies of each such instrument shall be delivered promptly by the Commission to the predecessor Trustee and to the Trustee so appointed by the bondholders.

If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section, the holder of any bond outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any Trustee hereafter appointed shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital and surplus aggregating not less than Five Million Dollars (\$5,000,000).

SECTION 915. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the Commission, an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, shall become fully vested with all the rights, immunities, powers and trusts, and subject to all the duties and obligations, of its predecessor; but such predecessor shall, nevertheless, on the written request of its successor or of the Commission, and upon payment of the expenses, charges and other disbursements of such predecessor which are payable pursuant to the provisions of Section 905 of this Article, execute and deliver an instrument transferring to such successor all the rights, immunities, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all property and moneys held by it hereunder to its successor. Should any instrument in

writing from the Commission be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in its predecessor, any such instrument in writing shall and will, on request, be executed, acknowledged and delivered by the Commission.

Notwithstanding any of the foregoing provisions of this Article, any bank or trust company having power to perform the duties and execute the trusts of this Indenture and otherwise qualified to act as Trustee hereunder with or into which the bank or trust company acting as Trustee may be merged or consolidated, or to which the assets and business of such bank or trust company may be sold, shall be deemed the successor of the Trustee.

## ARTICLE X

### EXECUTION OF INSTRUMENTS BY BONDHOLDERS AND PROOF OF OWNERSHIP OF BONDS.

SECTION 1001. Any request, direction, consent or other instrument in writing required by this Indenture to be signed or executed by bondholders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such bondholders in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution.

(b) The fact of the holding of coupon bonds hereunder by any bondholder and the amount and the numbers of such bonds and the date of his holding the same (unless such bonds be registered) may be proved by the affidavit of the person claiming to be such holder, if such affidavit shall be deemed by the Trustee to be satisfactory, or by a certificate executed by any trust company, bank, banker or any other depositary, wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker or other depositary the bonds described in such certificate. The Trustee may conclusively assume that such ownership continues until written notice to the contrary is served upon it. The ownership of coupon bonds registered as to principal and of registered bonds without coupons shall be proved by the registration books kept under the provisions of Section 206 of this Indenture.

But nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the holder of any bond shall bind every future holder of the same bond in respect of anything done by the Trustee in pursuance of such request or consent.

Notwithstanding any of the foregoing provisions of this Section, the Trustee shall not be required to recognize any person as a holder of any bond or coupon or to take any action at his request unless such bond or coupon shall be deposited with it.

## ARTICLE XI

### SUPPLEMENTAL INDENTURES.

SECTION 1101. The Commission and the Trustee may, from time to time and at any time, enter into such indentures

or agreements supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indentures or agreements shall thereafter form a part hereof),

(a) to cure any ambiguity or formal defect or omission in this Indenture or in any supplemental indenture, or

(b) to grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the bondholders or the Trustee.

**SECTION 1102.** Subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than two-thirds (2/3) in aggregate principal amount of the bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Commission and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the Commission for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting, (a) an extension of the maturity of the principal of or the interest on any bond issued hereunder, or (b) a reduction in the principal amount of any bond or the redemption premium or the rate of interest thereon, or (c) the creation of a lien upon or a pledge of revenues other than the lien and pledge created by this Indenture, or (d) a preference or priority of any bond or bonds over any other bond or bonds, or (e) a reduction in the aggregate principal amount of the bonds required for consent to such supplemental indenture. Nothing herein contained, however, shall be construed as making necessary the approval by bondholders of the execution of any supplemental indenture or agreement as authorized in Section 1101 of this Article.

If at any time the Commission shall request the Trustee to enter into any supplemental indenture for any of the purposes of this Section, the Trustee shall, at the expense of the Commission, cause notice of the proposed execution of such supplemental indenture to be published once in each week for four successive weeks in a daily newspaper of general circulation published in the City of Richmond, Virginia, and in a financial journal published in the Borough of Manhattan, City and State of New York, or a daily newspaper of general circulation published in said Borough, and, on or before the date of the first publication of such notice, the Trustee shall also cause a similar notice to be mailed, postage prepaid, to each principal underwriter, to all registered owners of bonds then outstanding at their addresses as they appear on the registration books and to all other bondholders who shall have filed their names and addresses with the Trustee for such purpose. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all bondholders. The Trustee shall not, however, be subject to any liability to any bondholder by reason of its failure to mail the notice required by this Section, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section.

Whenever, at any time within one year after the date of the first publication of such notice, the Commission shall deliver to the Trustee an instrument or instruments purporting to be executed by the holders of not less than two-thirds ( $2/3$ ) in aggregate principal amount of the bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Trustee may execute such supplemental indenture in substantially such form, without liability or responsibility to any holder of any bond, whether or not such holder shall have consented thereto.

If the holders of not less than two-thirds (2/3) in aggregate principal amount of the bonds outstanding at the time of the execution of such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no holder of any bond shall have any right to object to the execution of such supplemental indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Commission from executing the same or from taking any action pursuant to the provisions thereof.

Upon the execution of any supplemental indenture pursuant to the provisions of this Section, this Indenture shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Commission, the Trustee and all holders of bonds then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

SECTION 1103. The Trustee is authorized to join with the Commission in the execution of any such supplemental indenture and to make the further agreements and stipulations which may be contained therein. Any supplemental indenture executed in accordance with the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be and shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes. In case of the execution and delivery of any supplemental indenture, express reference may be made thereto in the text of the bonds issued thereafter, if deemed necessary or desirable by the Trustee.

SECTION 1104. In each and every case provided for in this Article, the Trustee shall be entitled to exercise its discretion in determining whether or not any proposed supplemental

indenture, or any term or provision therein contained, is proper or desirable, having in view the purposes of such instrument, the needs of the Commission, and the rights and interests of the bondholders, and the Trustee shall not be under any responsibility or liability to the Commission or to any bondholder or to anyone whomsoever, for any act or thing which it may do or decline to do in good faith, subject to the provisions of this Article. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, who may be counsel for the Commission, as conclusive evidence that any such supplemental indenture does or does not comply with the provisions of this Indenture, and that it is or is not proper for the Trustee, under the provisions of this Article, to join in the execution of such supplemental indenture.

## ARTICLE XII.

### DEFEASANCE.

SECTION 1201. If, when the bonds secured hereby shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the bonds for redemption shall have been given by the Commission to the Trustee, the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the bonds and coupons then outstanding shall be paid or sufficient moneys shall be held by the Trustee or the Paying Agents for such purpose, and provision shall also be made for paying all other sums payable hereunder by the Commission, then and in that case the right, title and interest of the Trustee shall thereupon cease, determine and become void, and the Trustee in such case, on demand of the Commission, shall release this Indenture and shall execute such documents to evidence such release as may be reasonably required by the Commission, and shall turn over to the Commission or to such officer, board or body as may

then be entitled by law to receive the same any surplus in the Sinking Fund and all balances remaining in any other funds or accounts other than moneys held for the redemption or payment of bonds or coupons; otherwise this Indenture shall be, continue and remain in full force and effect.

### ARTICLE XIII.

#### MISCELLANEOUS PROVISIONS.

SECTION 1301. In the event of the dissolution of the Commission all of the covenants, stipulations, obligations and agreements contained in this Indenture by or in behalf of or for the benefit of the Commission shall bind or inure to the benefit of the successor or successors of the Commission from time to time and any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the word "Commission" as used in this Indenture shall include such successor or successors.

SECTION 1302. Any bank or trust company with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. If the position of Paying Agent in the State of Virginia, or in the Borough of Manhattan, City and State of New York, shall become vacant for any reason, the Commission shall, within thirty (30) days thereafter, appoint a bank or trust company located in the City of Norfolk or the City of Richmond, Virginia, or in said Borough of Manhattan, as the case may be, as such Paying Agent to fill such vacancy; provided, however, that if the Commission shall fail to appoint such Paying Agent within said period, the Trustee shall make such appointment.



**SECTION 1303.** Any notice, demand, direction, request or other instrument authorized or required by this Indenture to be given to or filed with the Commission or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Indenture if and when sent by registered mail, return receipt requested:

to the Commission, if addressed to State Highway Commission, Richmond, Virginia;

to the Trustee, if addressed to National Bank of Commerce of Norfolk, Norfolk, Virginia, or to any successor Trustee, if addressed to it at its principal office.

All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession, subject at all reasonable times to the inspection of the Commission, the Consulting Engineers, each principal underwriter, any bondholder, and the agents and representatives thereof.

**SECTION 1304.** Except as herein otherwise expressly provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and the holders of the bonds issued under and secured by this Indenture any right, remedy or claim, legal or equitable, under or by reason of this Indenture or any provision hereof, this Indenture and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the holders from time to time of the bonds issued hereunder.

**SECTION 1305.** Nothing in the bonds or coupons or in this Indenture shall be construed as pledging the faith and credit of the State or to create any debt of the State, or to convey or mortgage any Project or any part thereof, but such bonds and the interest thereon shall be payable solely from the funds herein provided therefor.

**SECTION 1306.** In case any one or more of the provisions of this Indenture or of the bonds or coupons issued here-

under shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Indenture or of said bonds or coupons, but this Indenture and said bonds and coupons shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

**SECTION 1307.** No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Commission in his individual capacity, and neither the members of the Commission nor any official executing the bonds shall be liable personally on the bonds or be subject to any personal liability or accountability by reason of the issuance thereof. This Indenture is executed with the intent that the laws of the State of Virginia shall govern its construction.

**SECTION 1308.** The principal underwriters shall be under no obligation to any bondholder for any action that they may or may not take or in respect of anything that they may or may not do by reason of any information contained in any reports or other documents received by them under the provisions of this Indenture. The immunities and exemptions from liability of the principal underwriters hereunder shall extend to their partners, directors, successors, employees and agents.

**SECTION 1309.** This Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

**SECTION 1310.** Any headings preceding the texts of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the State Highway Commission has caused this Indenture to be executed in its behalf by the State Highway Commissioner, the Chairman of said Commission, and its official seal to be impressed hereon and attested by its Secretary, and National Bank of Commerce of Norfolk has caused this Indenture to be executed in its behalf by its President or a Vice President and its corporate seal to be impressed hereon and attested by its Cashier or an Assistant Cashier, all as of the day and year first above written.

STATE HIGHWAY COMMISSION

(SEAL) By .....  
State Highway Commissioner,  
Chairman of said Commission

Attest:

.....  
Secretary

NATIONAL BANK OF COMMERCE OF NORFOLK  
Trustee

(SEAL) By .....  
Vice President

Attest:

.....  
Cashier

We hereby approve the provisions of the foregoing Indenture.

.....  
State Treasurer of Virginia

.....  
State Comptroller of Virginia

COMMONWEALTH OF VIRGINIA }  
CITY OF RICHMOND } ss

Be it remembered that on the ..... day of ....., 1954, before me, the subscriber, a notary public within and for said City and State, personally came J. A. Anderson, who is the State Highway Commissioner and Chairman of the State Highway Commission, and acknowledged that the name of said State Highway Commission was subscribed to the foregoing Indenture by him as such officer, and that the seal impressed hereon is the seal of said Commission and that said name was subscribed and said seal impressed by the direction and authority of said Commission, and that the foregoing Indenture is the free act and deed of said Commission, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

.....  
Notary Public

My commission expires .....

(Seal)

COMMONWEALTH OF VIRGINIA }  
CITY OF NORFOLK } ss

Be it remembered that on the ..... day of ....., 1954, before me, the subscriber, a notary public within and for said City and State, personally came Edwin R. Mackethan, who is a Vice President of said National Bank of Commerce of Norfolk, and acknowledged that the name of said bank was subscribed to the foregoing Indenture by himself as Vice President thereof, and that the seal impressed thereon is the seal of said bank and that said name was subscribed and said seal impressed by the direction and authority of said bank, and that the foregoing Indenture is the free act and deed of said bank, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

.....  
Notary Public

My commission expires .....

(Seal)

Moved by Mr. Rawls, seconded by Mr. Barrow, that the following resolution be adopted, ratifying the publication of notice of sale of the Bonds:

**A RESOLUTION RATIFYING THE PUBLICATION  
OF NOTICE OF SALE OF \$95,000,000 STATE  
OF VIRGINIA TOLL REVENUE BONDS  
(SERIES 1954).**

**BE IT RESOLVED** by the State Highway Commission, an agency of the State of Virginia, as follows:

Section 1. The action of the Secretary of the State Highway Commission in publishing in the Wall Street Journal, a financial newspaper published in New York City, and in The Daily Bond Buyer, a financial journal published in New York City, on October 18, 1954, of a notice calling for bids for \$95,000,000 State of Virginia Toll Revenue Bonds (Series 1954), to bear interest at the rate of three per centum (3%) per annum, is hereby ratified and confirmed, such notice being in the following form:

**NOTICE OF SALE**

**\$95,000,000  
STATE OF VIRGINIA  
Toll Revenue Bonds  
(Series 1954).**

Sealed bids will be received by the State Highway Commission, in the Auditorium of the Central Highway Office Building, 1221 East Broad Street, Richmond, Virginia, until 11 o'clock A.M., Eastern Standard Time,

**October 27, 1954,**

at which time and place all bids will be publicly opened and read, for \$95,000,000 State of Virginia Toll Revenue Bonds (Series 1954), dated September 1, 1954, maturing September 1, 1994, and bearing interest at the rate of three per centum (3%) per annum, payable semi-annually on March 1 and September 1 in each year,

Coupon bonds in the denomination of \$1,000 registrable as to principal alone, and registered bonds without coupons in denominations of \$1,000 or any multiple thereof, interchangeable as provided in the Trust Indenture securing said bonds. Interest on coupon bonds and principal of such bonds, unless registered, payable at the principal office of National Bank of Commerce of Norfolk, in the City of Norfolk, Virginia, or at the option of the holder, at the principal office of

Chemical Bank and Trust Company, in New York, N. Y.; principal of registered bonds without coupons and of coupon bonds registered as to principal payable at the principal office of the Trustee; interest on registered bonds without coupons payable by check or draft mailed to the registered owner.

The bonds at the time outstanding may be redeemed, on thirty (30) days' published notice and otherwise as provided in the Trust Indenture, either (a) in whole, on any date not earlier than Sept. 1, 1959, at the option of the Commission, from any moneys that may be made available for such purpose, at the principal amount of the bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption, plus a premium of 5% of such principal amount if redeemed on or prior to August 31, 1964, 4% if redeemed thereafter and on or prior to August 31, 1969, 3% if redeemed thereafter and on or prior to August 31, 1974, 2% if redeemed thereafter and on or prior to August 31, 1979, 1% if redeemed thereafter and on or prior to August 31, 1984, and without premium if redeemed thereafter, or (b) in part, on any interest payment date not earlier than September 1, 1959, from moneys in the State of Virginia Toll Revenue Bonds (Series 1954) interest and Sinking Fund, at the principal amount of the bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption, plus a premium of 3% of such principal amount if redeemed on or prior to March 1, 1964, 2½% if redeemed thereafter and on or prior to March 1, 1969, 2% if redeemed thereafter and on or prior to March 1, 1974, 1½% if redeemed thereafter and on or prior to March 1, 1979, 1% if redeemed thereafter and on or prior to March 1, 1984, and without premium if redeemed thereafter. If less than all of the bonds shall be called for redemption, the particular bonds or portions of registered bonds without coupons to be redeemed shall be selected by lot as provided in the Trust Indenture.

The bonds will be issued for the purpose of (a) providing funds, with other funds available for such purpose, for refunding or paying at their respective maturities all outstanding bonds of an issue known as "State of Virginia Toll Revenue Bonds (Series 1949)" heretofore issued and for the payment of which there are pledged revenues of (i) the ferry properties commonly known as the "Chesapeake Ferries", (ii) the bridges known as the "James River Bridges", and (iii) the bridge over the York River between Yorktown, in York County, and Gloucester Point, in Gloucester County, known as the "York River Bridge", (b) paying the cost of a bridge across the Rappahannock River, extending from Greys Point in Middlesex County, to a point in the vicinity of White Stone in Lancaster County, known as the "Rappahannock River Bridge", and (c) paying the cost of a combined bridge and tunnel project across Hampton Roads and approaches and approach highways thereto, known as the "Hampton Roads Crossing", including the cost of bus facilities for the transportation of passengers through or over said project and provision of a sum for the payment of employment severance benefits (the James River Bridges, the York River Bridge, the Rappahannock River Bridge, the Hampton Roads Crossing, and the Chesapeake Ferries until the Hampton Roads Crossing shall be opened for traffic, being collectively known as the "Projects").

The bonds will be issued under the provisions of and secured by a Trust Indenture to be dated as of September 1, 1954, by and between the State Highway Commission, an agency of the State of Virginia, and National Bank of Commerce of Norfolk, Norfolk, Virginia, as Trustee. The principal of and the interest on the bonds will be payable solely from the State of Virginia Toll Revenue Bonds (Series 1954) Interest and Sinking Fund, which fund is pledged to and charged with the payment of the principal of and interest on all bonds issued under the Trust Indenture. The Trust Indenture provides for the fixing and charging by the Commission of tolls for the use of the Projects sufficient to provide funds to pay the cost of maintaining, repairing and operating the Projects and to pay the principal of and the interest on all bonds issued under the Trust Indenture as the same shall become due and payable, and to create reserves for such purposes.

No bid for less than all of the bonds offered or for less than 97.50% of par value plus accrued interest will be entertained. The bonds will be awarded to the bidder offering the highest price for the bonds.

Each bid must be submitted on a form to be furnished by the undersigned, must be enclosed in a sealed envelope marked "Bid for \$95,000,000 State of Virginia Toll Revenue Bonds (Series 1954)", addressed to the State Highway Commission, 1221 East Broad Street, Richmond, Virginia, and must be accompanied by a certified or bank cashier's check for \$950,000, payable unconditionally to the State Treasurer of Virginia, on which no interest will be allowed. Award or rejection of bids will be made by the Commission on the date above stated for the receipt of bids, and the checks of unsuccessful bidders will be returned immediately. The check of the successful bidder will be held uncashed as security for the performance of his bid, but in the event the successful bidder shall fail to comply with the terms of his bid, the check may then be cashed and the proceeds thereof retained as and for full liquidated damages.

The right to reject any and all bids is reserved.

All of the bonds will be delivered in definitive form as coupon bonds on or about November 25, 1954, at the principal office of National Bank of Commerce of Norfolk, Norfolk, Virginia, or at the office of Chemical Bank and Trust Company, 50 Broad Street, New York City, N. Y., at the purchaser's choice, upon payment of the purchase price of said bonds by a certified or bank cashier's check or checks payable in New York Clearing House funds to the order of the State Treasurer of Virginia, and the good faith check of the purchaser will thereupon be returned.



Bid forms and copies of the Official Statement, the Engineering Report of Parsons, Brinckerhoff, Hall and Macdonald, the Traffic Report of De Luns, Cather and Company, and Wilbur Smith and Associates, and the Trust Indenture under the provisions of which the bonds are to be issued and secured may be obtained by application to the undersigned or to Allen and Company, 80 Broad Street, New York, or to Willis, Kenny and Ayres, Inc., 21 North 8th Street, Richmond 19, Virginia.

There will be furnished at the time of delivery the usual closing papers, including a certificate stating that there is no litigation pending affecting the validity of the bonds, and the unqualified approving opinion of Mitchell and Pershing, New York, New York, on the bonds.

By Order of the STATE HIGHWAY COMMISSION

\_\_\_\_\_  
Secretary.

Section 2. The form referred to in the Notice of Sale set forth in Section 1 above on which all bids are required to be made shall be substantially as follows:

BID FOR

\$95,000,000  
STATE OF VIRGINIA  
Toll Revenue Bonds  
(Series 1954)

....., 1954

State Highway Commission,  
1221 East Broad Street,  
Richmond, Virginia

Sirs:

Upon the terms and conditions set forth in the Notice of Sale, which is hereby made a part of this bid, we hereby offer to pay .....  
..... DOLLARS (\$.....), plus accrued interest from September 1, 1954, to the date of delivery for all, but no part less than all, of \$95,000,000 State of Virginia Toll Revenue Bonds (Series 1954), bearing interest at the rate of three per centum (3%) per annum.

If this bid is accepted, the undersigned are to act as the "principal underwriters" as defined in the Trust Indenture securing said bonds.

We enclose herewith certified or bank cashier's check, payable to the order of the State Treasurer of Virginia for \$950,000, which check is to be applied in accordance with said Notice of Sale.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(no addition or alteration, except as provided above, is to be made to this bid)

Section 3. This resolution shall become effective immediately.

Moved by Mr. Watkins, seconded by Mr. Rogers that the following resolution be adopted:

A RESOLUTION APPROVING THE FORM OF THE PROPOSED OFFICIAL STATEMENT IN RELATION TO \$95,000,000 STATE OF VIRGINIA TOLL REVENUE BONDS (SERIES 1954) AND AUTHORIZING THE SIGNING THEREOF.

BE IT RESOLVED by the State Highway Commission, an agency of the State of Virginia, that the proposed Official Statement of the State Highway Commission in connection with the issuance of \$95,000,000 State of Virginia Toll Revenue Bonds (Series 1954), is hereby approved in the form of the proposed Official Statement which is filed simultaneously herewith with the Secretary of the State Highway Commission and has the following notation endorsed thereon:

"Form of Official Statement  
authorized by resolution  
adopted on October 19, 1954

(Signed by) J. A. Anderson,  
State Highway Commissioner  
and Chairman of the State  
Highway Commission"

with such changes in form as may be approved by the State Highway Commissioner and Chairman of the State Highway Commission, his signing of such Official Statement to be conclusive evidence of changes, and the principal underwriters to which said bonds shall be awarded are hereby authorized to distribute in connection with their offering of said bonds copies of said Official Statement.

**State  
Highway Commission  
Of Virginia**

*Relating to the issuance of*

**\$95,000,000**

**State of Virginia  
Toll Revenue Bonds  
(Series 1954)**

W. W. Rouse, Manager, and Donald H. Lee, Vice-President, N. Y.

**PROPOSED OFFICIAL STATEMENT**

**\$95,000,000  
STATE OF VIRGINIA  
3%  
Toll Revenue Bonds (Series 1954)**

Dated September 1, 1954

Due September 1, 1994

Payable solely from the revenues of the Projects hereinafter described.

Issuable as coupon bonds, registrable as to principal, in the denomination of \$1,000, and as registered bonds without coupons in denominations of \$1,000 or any multiple thereof, and interchangeable as provided in the Indenture. To be initially issued as coupon bonds. Semi-annual interest (March 1 and September 1) and principal of coupon bonds not registered as to principal are payable at the National Bank of Commerce of Norfolk, in Norfolk, Virginia, or at Chemical Bank & Trust Company, New York City, at holder's option. Principal of registered bonds without coupons and of coupon bonds registered as to principal is payable at the National Bank of Commerce of Norfolk, in Norfolk, Virginia, as Trustee.

Redeemable prior to maturity, on 30 days' published notice, either in whole on any date not earlier than September 1, 1959, from any moneys made available for such purpose, or in part (by lot) on any interest payment date not earlier than September 1, 1959, by operation of the Sinking Fund, at the following prices and accrued interest to the date fixed for redemption:

	Redemption Price	
	Sinking Fund	As a Whole
September 1, 1959 to and including August 31, 1964.....	103	105
September 1, 1964 to and including August 31, 1969.....	102½	104
September 1, 1969 to and including August 31, 1974.....	102	103
September 1, 1974 to and including August 31, 1979.....	101½	102
September 1, 1979 to and including August 31, 1984.....	101	101
September 1, 1984 and thereafter.....	100	100

NATIONAL BANK OF COMMERCE OF NORFOLK, TRUSTEE, NORFOLK, VIRGINIA

**Price and accrued interest**

*Interest on the bonds is exempt, in the opinion of Bond Counsel, from all present Federal Income Taxes. The State Revenue Bond Act, with respect to bonds issued thereunder, provides "Such bonds and the income thereof shall be exempt from all taxation within the state."*

The bonds are to be issued under and secured by a Trust Indenture between the State Highway Commission, an agency of the State of Virginia, and the National Bank of Commerce of Norfolk, Norfolk, Virginia, as Trustee, which provides for the issuance of the bonds and of additional bonds under the limitations therein and sets forth and fully defines, among other things, the duties and responsibilities of all parties with respect to the custody and application of the proceeds of the bonds, the construction of the Projects to be constructed, the collection and disposition of revenues, the proper maintenance, repair and operation of the Projects, the conservation and application of all funds, the safeguarding of moneys on hand or on deposit, and the rights and remedies of the Trustee and the holders of the bonds.

The State of Virginia is not obligated to pay the bonds or the interest thereon except from tolls and revenues of the Projects and the faith and credit of the State are not pledged but, as set forth on page 5, the State Highway Commission may contribute funds toward the payment of principal of and interest on the bonds to be offered and in addition may contribute funds toward the operation, maintenance and construction of the Projects for which these bonds are to be sold, but may not obligate itself to do so.

*The bonds are offered for delivery when, as and if issued and subject to the approval of legality by Mitchell and Pershing, New York City, Bond Counsel to the State Highway Commission.*

*It is expected that delivery of the definitive bonds will be on or about November 23, 1954.*

This Official Statement does not constitute an offer to sell bonds to any State or any person to whom it is unlawful to make such sale in such State. No dealer, salesman or any other person has been authorized to give any information or make any representation, other than those contained herein, in connection with the offering of these bonds, and if given or made, such information or representation must not be relied upon.

ten per centum (10%) in principal amount of the bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceeding in its or their name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or for any other remedy hereunder. It is understood and intended that no one or more holders of the bonds hereby secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder except in the manner herein provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all holders of such outstanding bonds and coupons, and that any individual rights of action or other right given to one or more of such holders by law are restricted by this Indenture to the rights and remedies herein provided.

SECTION 808. All rights of action under this Indenture or under any of the bonds secured hereby, enforceable by the Trustee, may be enforced by it without the possession of any of the bonds or the coupons appertaining thereto or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all of the holders of such bonds and coupons, subject to the provisions of this Indenture.

**SECTION 809.** No remedy herein conferred upon or reserved to the Trustee or to the holders of the bonds is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

**SECTION 810.** No delay or omission of the Trustee or of any holder of the bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Article to the Trustee and the holders of the bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee may, and upon written request of the holders of not less than a majority in principal amount of the bonds then outstanding shall, waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Indenture or before the completion of the enforcement of any other remedy under this Indenture, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

**SECTION 811.** The Trustee shall mail to each principal underwriter, all registered owners of bonds then outstanding at their addresses as they appear on the registration books, and all other bondholders who shall have filed their names and addresses with the Trustee for such purpose, written notice of the occurrence of any event of default set forth in Section 802 of this Article within thirty (30) days after the Trustee shall have notice that any such event of default has occurred. If in any fiscal year the total amount of deposits to the credit of the Sinking Fund shall be less than the respective amounts referred to in clause (e) of Section 501 of this Indenture, the Trustee on or before the first day of the third month

of the next succeeding fiscal year shall mail to each principal underwriter, all registered owners of bonds then outstanding at their addresses as they appear on the registration books, and all other bondholders who shall have filed their names and addresses with the Trustee for such purpose, written notice of the failure to make such deposits. The Trustee shall not, however, be subject to any liability to the principal underwriters or any bondholder by reason of its failure to mail any such notice.

#### ARTICLE IX.

##### CONCERNING THE TRUSTEE.

SECTION 901. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth in this Article and subject to the provisions of this Indenture, to all of which the parties hereto and the respective holders of the bonds agree.

SECTION 902. The Trustee shall be under no obligation to institute any suit, or to take any remedial proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability; the Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case the Commission shall reimburse the Trustee from the revenues of the Projects for all costs and expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the Commission shall fail to make such reimbursement, the Trustee may reimburse itself from any

moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any of the bonds or coupons outstanding hereunder.

SECTION 903. The Trustee shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Commission, or to report, or make or file claims or proof of loss for, any loss or damage insured against or which may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made. The Trustee shall have no responsibility in respect of the validity or sufficiency of this Indenture or the due execution or acknowledgment thereof, or in respect of the validity of the bonds or of the coupons or the due execution or issuance thereof. The Trustee shall be under no obligation, except as otherwise herein expressly required, to see that any duties herein imposed upon the Commission, the Consulting Engineers, the Traffic Engineers, the Paying Agents, any depository, or any party other than itself, or any covenants herein contained on the part of any party other than itself to be performed, shall be done or performed, and the Trustee shall be under no obligation for failure to see that any such duties or covenants are so done or performed.

SECTION 904. The Trustee shall not be liable or responsible because of the failure of the Commission or of any of its employees or agents to make any collections or deposits or to perform any act herein required of the Commission or because of the loss of any moneys arising through the insolvency or the act or default or omission of any other depository in which such moneys shall have been deposited under the provisions of this Indenture. The Trustee shall not be responsible for the application of any of the proceeds of the bonds or any other moneys deposited with it and paid out, withdrawn or transferred hereunder, if such application, payment, withdrawal or transfer shall be made in accordance with the provisions of this Indenture. The immunities and



exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

**SECTION 905.** Subject to the provisions of any contract, the Commission shall, from the revenues of the Projects, pay to the Trustee reasonable compensation for all services performed by it hereunder and also all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and execution of the trusts hereby created and the performance of its powers and duties hereunder, and, from such revenues only, shall indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder. If the Commission shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any of the bonds or coupons outstanding hereunder.

**SECTION 906.** It shall be the duty of the Trustee, on or before the last day of each month after the month in which bonds are delivered under the provisions of Section 208 of this Indenture, to file with the Commission a statement setting forth in respect of the preceding calendar month:

(a) the amount withdrawn or transferred by it and the amount deposited with it on account of each Fund and Account held by it under the provisions of this Indenture,

(b) the amount on deposit with it at the end of each month to the credit of each such Fund and Account,

(c) a brief description of all obligations held by it as an investment of moneys in each such Fund and Account,

(d) the amount applied to the purchase or redemption of bonds under the provisions of Section 511 of this Indenture and a description of the bonds or portions of bonds so purchased or redeemed, and.

(e) any other information which the Commission may reasonably request.

All records and files pertaining to the Projects in the custody of the Trustee shall be open at all reasonable times to the inspection of the Commission, each principal underwriter and their agents and representatives.

**SECTION 907.** In case at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Trustee, and in any case in which this Indenture provides for permitting or taking any action, the Trustee may rely upon any certificate required or permitted to be filed with it under the provisions of this Indenture, and any such certificate shall be evidence of such fact to protect the Trustee in any action that it may or may not take or in respect of anything it may or may not do, in good faith, by reason of the supposed existence of such fact. Except as otherwise provided in this Indenture, any request, notice or other instrument from the Commission to the Trustee shall be deemed to have been signed by the proper party or parties if signed by the State Highway Commissioner or the Chief Engineer and by the Secretary of the Commission, and the Trustee may accept a certificate signed by the Secretary of the Commission as to any action taken by the Commission.

**SECTION 908.** Except as otherwise provided in this Indenture, the Trustee shall not be bound to take notice or be deemed to have notice of any event of default hereunder, unless specifically notified in writing of such event of default by the holders of not less than ten per centum (10%) in principal amount of the bonds hereby secured and then outstanding.

**SECTION 909.** The bank or trust company acting as Trustee under this Indenture, for its own account or for the account of any of its fiduciary accounts, and its directors, officers, employees or agents, may in good faith buy, sell, own,

hold and deal in any of the bonds or coupons issued under and secured by this Indenture, and may join in any action which any bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under this Indenture.

**SECTION 910.** The recitals, statements and representations contained herein and in the bonds (excluding the Trustee's certificate of authentication on the bonds) shall be taken and construed as made by and on the part of the Commission and not by the Trustee, and the Trustee assumes no responsibility for the correctness of the same.

**SECTION 911.** The Trustee shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Indenture, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document which it shall in good faith believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer or accountant believed by it to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Trustee shall not be under any obligation to see to the recording or filing of this Indenture or otherwise to the giving to any person of notice of the provisions hereof.

**SECTION 912.** The Trustee may resign and thereby become discharged from the trusts hereby created by notice in writing to be given to the Commission and to each principal underwriter and published once in a daily newspaper of general circulation published in the City of Richmond, Virginia, and in a financial journal published in the Borough of Manhattan, City and State of New York, or a daily newspaper of general circulation published in said Borough, at least thirty (30) days

before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Trustee hereunder, if such new Trustee shall be appointed before the time limited by such notice and shall then accept the trusts hereof.

**SECTION 913.** The Trustee may be removed at any time by an instrument or concurrent instruments in writing, signed by the holders of not less than a majority in principal amount of the bonds hereby secured and then outstanding and filed with the Commission. A photostatic copy of each such instrument shall be delivered promptly by the Commission to the Trustee. The Trustee may also be removed at any time for any breach of trust or violation of this Indenture by a resolution of the Commission.

**SECTION 914.** If at any time hereafter the Trustee shall resign, be removed, be dissolved or otherwise become incapable of acting, or the bank or trust company acting as Trustee shall be taken over by any governmental official, agency, department or board, the position of Trustee shall thereupon become vacant. If at any time moneys on deposit with the Trustee shall not be secured as required by Section 601 of this Indenture, a vacancy in the position of Trustee may be declared by a resolution duly passed by the Commission. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Commission shall appoint a Trustee to fill such vacancy. The Commission shall publish notice of any such appointment by it made once in each week for four (4) successive weeks in a daily newspaper of general circulation published in the City of Richmond, Virginia, and in a financial journal published in the Borough of Manhattan, City and State of New York, or a daily newspaper of general circulation published in said Borough, and before the second publication of such notice shall mail a copy thereof to each principal underwriter.

At any time within one year after any such vacancy shall have occurred, the holders of a majority in principal amount

of the bonds hereby secured and then outstanding, by an instrument or concurrent instruments in writing, signed by such bondholders or their attorneys in fact or legal representatives and filed with the Commission, may appoint a successor Trustee which shall supersede any Trustee theretofore appointed by the Commission. Photostatic copies of each such instrument shall be delivered promptly by the Commission to the predecessor Trustee and to the Trustee so appointed by the bondholders.

If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section, the holder of any bond outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any Trustee hereafter appointed shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital and surplus aggregating not less than Five Million Dollars (\$5,000,000).

**SECTION 915.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the Commission, an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, shall become fully vested with all the rights, immunities, powers and trusts, and subject to all the duties and obligations, of its predecessor; but such predecessor shall, nevertheless, on the written request of its successor or of the Commission, and upon payment of the expenses, charges and other disbursements of such predecessor which are payable pursuant to the provisions of Section 905 of this Article, execute and deliver an instrument transferring to such successor all the rights, immunities, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all property and moneys held by it hereunder to its successor. Should any instrument in

writing from the Commission be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in its predecessor, any such instrument in writing shall and will, on request, be executed, acknowledged and delivered by the Commission.

Notwithstanding any of the foregoing provisions of this Article, any bank or trust company having power to perform the duties and execute the trusts of this Indenture and otherwise qualified to act as Trustee hereunder with or into which the bank or trust company acting as Trustee may be merged or consolidated, or to which the assets and business of such bank or trust company may be sold, shall be deemed the successor of the Trustee.

## ARTICLE X.

### EXECUTION OF INSTRUMENTS BY BONDBOLDERS AND PROOF OF OWNERSHIP OF BONDS.

SECTION 1001. Any request, direction, consent or other instrument in writing required by this Indenture to be signed or executed by bondholders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such bondholders in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution.

(b) The fact of the holding of coupon bonds hereunder by any bondholder and the amount and the numbers of such bonds and the date of his holding the same (unless such bonds be registered) may be proved by the affidavit of the person claiming to be such holder, if such affidavit shall be deemed by the Trustee to be satisfactory, or by a certificate executed by any trust company, bank, banker or any other depository, wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker or other depository the bonds described in such certificate. The Trustee may conclusively assume that such ownership continues until written notice to the contrary is served upon it. The ownership of coupon bonds registered as to principal and of registered bonds without coupons shall be proved by the registration books kept under the provisions of Section 206 of this Indenture.

But nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the holder of any bond shall bind every future holder of the same bond in respect of anything done by the Trustee in pursuance of such request or consent.

Notwithstanding any of the foregoing provisions of this Section, the Trustee shall not be required to recognize any person as a holder of any bond or coupon or to take any action at his request unless such bond or coupon shall be deposited with it.

## ARTICLE XI.

### SUPPLEMENTAL INDENTURES.

SECTION 1101. The Commission and the Trustee may, from time to time and at any time, enter into such indentures

or agreements supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indentures or agreements shall thereafter form a part hereof).

(a) to cure any ambiguity or formal defect or omission in this Indenture or in any supplemental indenture, or

(b) to grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the bondholders or the Trustee.

**SECTION 1102.** Subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than two-thirds (2/3) in aggregate principal amount of the bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Commission and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the Commission for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting, (a) an extension of the maturity of the principal of or the interest on any bond issued hereunder, or (b) a reduction in the principal amount of any bond or the redemption premium or the rate of interest thereon, or (c) the creation of a lien upon or a pledge of revenues other than the lien and pledge created by this Indenture, or (d) a preference or priority of any bond or bonds over any other bond or bonds, or (e) a reduction in the aggregate principal amount of the bonds required for consent to such supplemental indenture. Nothing herein contained, however, shall be construed as making necessary the approval by bondholders of the execution of any supplemental indenture or agreement as authorized in Section 1101 of this Article.



If at any time the Commission shall request the Trustee to enter into any supplemental indenture for any of the purposes of this Section, the Trustee shall, at the expense of the Commission, cause notice of the proposed execution of such supplemental indenture to be published once in each week for four successive weeks in a daily newspaper of general circulation published in the City of Richmond, Virginia, and in a financial journal published in the Borough of Manhattan, City and State of New York, or a daily newspaper of general circulation published in said Borough, and, on or before the date of the first publication of such notice, the Trustee shall also cause a similar notice to be mailed, postage prepaid, to each principal underwriter, to all registered owners of bonds then outstanding at their addresses as they appear on the registration books and to all other bondholders who shall have filed their names and addresses with the Trustee for such purpose. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all bondholders. The Trustee shall not, however, be subject to any liability to any bondholder by reason of its failure to mail the notice required by this Section, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section.

Whenever, at any time within one year after the date of the first publication of such notice, the Commission shall deliver to the Trustee an instrument or instruments purporting to be executed by the holders of not less than two-thirds ( $2/3$ ) in aggregate principal amount of the bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Trustee may execute such supplemental indenture in substantially such form, without liability or responsibility to any holder of any bond, whether or not such holder shall have consented thereto.

If the holders of not less than two-thirds (2/3) in aggregate principal amount of the bonds outstanding at the time of the execution of such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no holder of any bond shall have any right to object to the execution of such supplemental indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Commission from executing the same or from taking any action pursuant to the provisions thereof.

Upon the execution of any supplemental indenture pursuant to the provisions of this Section, this Indenture shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Commission, the Trustee and all holders of bonds then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

**SECTION 1103.** The Trustee is authorized to join with the Commission in the execution of any such supplemental indenture and to make the further agreements and stipulations which may be contained therein. Any supplemental indenture executed in accordance with the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be and shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes. In case of the execution and delivery of any supplemental indenture, express reference may be made thereto in the text of the bonds issued thereafter, if deemed necessary or desirable by the Trustee.

**SECTION 1104.** In each and every case provided for in this Article, the Trustee shall be entitled to exercise its discretion in determining whether or not any proposed supplemental

indenture, or any term or provision therein contained, is proper or desirable, having in view the purposes of such instrument, the needs of the Commission, and the rights and interests of the bondholders, and the Trustee shall not be under any responsibility or liability to the Commission or to any bondholder or to anyone whomsoever, for any act or thing which it may do or declines to do in good faith, subject to the provisions of this Article. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, who may be counsel for the Commission, as conclusive evidence that any such supplemental indenture does or does not comply with the provisions of this Indenture, and that it is or is not proper for the Trustee, under the provisions of this Article, to join in the execution of such supplemental indenture.

## ARTICLE XII.

### DEFEASANCE.

SECTION 1201. If, when the bonds secured hereby shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the bonds for redemption shall have been given by the Commission to the Trustee, the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the bonds and coupons then outstanding shall be paid or sufficient moneys shall be held by the Trustee or the Paying Agents for such purpose, and provision shall also be made for paying all other sums payable hereunder by the Commission, then and in that case the right, title and interest of the Trustee shall thereupon cease, determine and become void, and the Trustee in such case, on demand of the Commission, shall release this Indenture and shall execute such documents to evidence such release as may be reasonably required by the Commission, and shall turn over to the Commission or to such officer, board or body as may

then be entitled by law to receive the same any surplus in the Sinking Fund and all balances remaining in any other funds or accounts other than moneys held for the redemption or payment of bonds or coupons; otherwise this Indenture shall be, continue and remain in full force and effect.

### ARTICLE XIII.

#### MISCELLANEOUS PROVISIONS.

SECTION 1301. In the event of the dissolution of the Commission all of the covenants, stipulations, obligations and agreements contained in this Indenture by or in behalf of or for the benefit of the Commission shall bind or inure to the benefit of the successor or successors of the Commission from time to time and any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the word "Commission" as used in this Indenture shall include such successor or successors.

SECTION 1302. Any bank or trust company with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. If the position of Paying Agent in the State of Virginia, or in the Borough of Manhattan, City and State of New York, shall become vacant for any reason, the Commission shall, within thirty (30) days thereafter, appoint a bank or trust company located in the City of Norfolk or the City of Richmond, Virginia, or in said Borough of Manhattan, as the case may be, as such Paying Agent to fill such vacancy; provided, however, that if the Commission shall fail to appoint such Paying Agent within said period, the Trustee shall make such appointment.

**SECTION 1803.** Any notice, demand, direction, request or other instrument authorized or required by this Indenture to be given to or filed with the Commission or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Indenture if and when sent by registered mail, return receipt requested:

to the Commission, if addressed to State Highway Commission, Richmond, Virginia;

to the Trustee, if addressed to National Bank of Commerce of Norfolk, Norfolk, Virginia, or to any successor Trustee, if addressed to it at its principal office.

All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession, subject at all reasonable times to the inspection of the Commission, the Consulting Engineers, each principal underwriter, any bondholder, and the agents and representatives thereof.

**SECTION 1804.** Except as herein otherwise expressly provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and the holders of the bonds issued under and secured by this Indenture any right, remedy or claim, legal or equitable, under or by reason of this Indenture or any provision hereof, this Indenture and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the holders from time to time of the bonds issued hereunder.

**SECTION 1805.** Nothing in the bonds or coupons or in this Indenture shall be construed as pledging the faith and credit of the State or to create any debt of the State, or to convey or mortgage any Project or any part thereof, but such bonds and the interest thereon shall be payable solely from the funds herein provided therefor.

**SECTION 1806.** In case any one or more of the provisions of this Indenture or of the bonds or coupons issued here-

under shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Indenture or of said bonds or coupons, but this Indenture and said bonds and coupons shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

SECTION 1307. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Commission in his individual capacity, and neither the members of the Commission nor any official executing the bonds shall be liable personally on the bonds or be subject to any personal liability or accountability by reason of the issuance thereof. This Indenture is executed with the intent that the laws of the Commonwealth of Virginia shall govern its construction.

SECTION 1308. The principal underwriters shall be under no obligation to any bondholder for any action that they may or may not take or in respect of anything that they may or may not do by reason of any information contained in any reports or other documents received by them under the provisions of this Indenture. The immunities and exemptions from liability of the principal underwriters hereunder shall extend to their partners, directors, successors, employees and agents.

SECTION 1309. This Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

SECTION 1310. Any headings preceding the texts of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the State Highway Commission has caused this Indenture to be executed in its behalf by the State Highway Commissioner, the Chairman of said Commission, and its official seal to be impressed hereon and attested by its Secretary, and National Bank of Commerce of Norfolk has caused this Indenture to be executed in its behalf by its President or a Vice President and its corporate seal to be impressed hereon and attested by its Cashier or an Assistant Cashier, all as of the day and year first above written.

STATE HIGHWAY COMMISSION

(SEAL) By .....  
State Highway Commissioner,  
Chairman of said Commission

Attest:

.....  
Secretary

NATIONAL BANK OF COMMERCE OF NORFOLK  
Trustee

(SEAL) By .....  
Vice President

Attest:

.....  
Cashier

We hereby approve the provisions of the foregoing Indenture.

.....  
State Treasurer of Virginia

.....  
State Comptroller of Virginia

COMMONWEALTH OF VIRGINIA }  
CITY OF RICHMOND } ss

Be it remembered that on the ..... day of ....., 1954, before me, the subscriber, a notary public within and for said City and State, personally came J. A. Anderson, who is the State Highway Commissioner and Chairman of the State Highway Commission, and acknowledged that the name of said state Highway Commission was subscribed to the foregoing Indenture by him as such officer, and that the seal impressed hereon is the seal of said Commission and that said name was subscribed and said seal impressed by the direction and authority of said Commission, and that the foregoing Indenture is the free act and deed of said Commission, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

.....  
Notary Public

My commission expires .....

(Seal)



COMMONWEALTH OF VIRGINIA }  
CITY OF NORFOLK } ss

Be it remembered that on the ..... day of ....., 1854, before me, the subscriber, a notary public within and for said City and State, personally came Edwin R. Mackethan, who is a Vice President of said National Bank of Commerce of Norfolk, and acknowledged that the name of said bank was subscribed to the foregoing Indenture by himself as Vice President thereof, and that the seal impressed thereon is the seal of said bank and that said name was subscribed and said seal impressed by the direction and authority of said bank, and that the foregoing Indenture is the free act and deed of said bank, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

.....  
Notary Public

My commission expires .....

(Seal)

Moved by Mr. Rawls, seconded by Mr. Barrow, that the following resolution be unanimously adopted:

**A RESOLUTION DIRECTING PUBLICATION OF  
NOTICE OF SALE OF \$100,000,000  
STATE OF VIRGINIA TOLL REVENUE  
BONDS (SERIES 1954).**

**BE IT RESOLVED** by the State Highway Commission, an agency of the State of Virginia, as follows:

Section 1. The Secretary of the State Highway Commission is hereby authorized and directed to publish once in the Wall Street Journal, a newspaper published in New York City, and in The Daily Bond Buyer, a financial journal published in New York City, on or before October 18, 1954, a notice calling for bids for \$100,000,000 State of Virginia Toll Revenue Bonds (Series 1954), to bear interest at the rate of three per centum (3%) per annum. Such notices shall be in substantially the following form:

**NOTICE OF SALE**

**\$100,000,000  
STATE OF VIRGINIA  
Toll Revenue Bonds  
(Series 1954)**

Sealed bids will be received by the State Highway Commission, in the Auditorium of the Central Highway office Building, 1221 East Broad Street, Richmond, Virginia, until 11:00 o'clock A.M., Eastern Standard Time

**October 27, 1954**

at which time and place all bids will be publicly opened and read, for \$100,000,000 State of Virginia Toll Revenue Bonds (Series 1954), dated September 1, 1954, maturing September 1, 1994, and bearing interest at the rate of three per centum (3%) per annum, payable semi-annually on March 1 and September 1 in each year.

Coupon bonds in the denomination of \$1,000 registrable as to principal alone, and registered bonds without coupons in denominations of \$1,000 or any multiple thereof, interchangeable as provided in the Trust Indenture securing said bonds. Interest on coupon bonds and principal of such bonds, unless registered, payable at the principal office of National Bank of Commerce of Norfolk, in the City of Norfolk, Virginia, or at the option of the holder, at the principal office of Chemical Bank and Trust Company, in New York, N.Y., principal of registered bonds without coupons and of coupon bonds registered as to principal payable at the principal office of the Trustee; interest on registered bonds without coupons payable by check or draft mailed to the registered owner.

The bonds at the time outstanding may be redeemed, on thirty (30) days published notice and otherwise as provided in the Trust Indenture, either (a) in whole, on any date not earlier than September 1, 1959, at the option of the Commission, from any moneys that may be made available for such purpose, at the principal amount of the bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption, plus a premium of 5% of such principal amount if redeemed on or prior to August 31, 1964, 4% if redeemed thereafter and on or prior to August 31, 1969, 3% if redeemed thereafter and on or prior to August 31, 1974, 2% if redeemed thereafter and on or prior to August 31, 1979, 1% if redeemed thereafter and on or prior to August 31, 1984, and without premium if redeemed thereafter, or (b) in part, on any interest payment date not earlier than September 1, 1959, from moneys in the State of Virginia Toll Revenue Bonds (Series 1954) Interest and Sinking Fund, at the principal amount of the bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption, plus a premium of 3% of such principal amount if redeemed on or prior to March 1, 1964, 2 $\frac{1}{2}$ % if redeemed thereafter and on or prior to March 1, 1969, 2% if redeemed thereafter and on or prior to March 1, 1974, 1 $\frac{1}{2}$ % if redeemed thereafter and on or prior to March 1, 1979, 1% if redeemed thereafter and on or prior to March 1, 1984, and without premium if redeemed thereafter.

The bonds will be issued for the purpose of (a) providing funds, with other funds available for such purpose, for refunding or paying at their respective maturities all outstanding bonds of an issue known as "State of Virginia Toll Revenue Bonds (Series 1949)" heretofore issued and for the payment of which there are pledged revenues of (i) the ferry properties commonly known as the "Chesapeake Ferries", (ii) the bridges known as the "James River Bridges", and (iii) the bridge over the York River between Yorktown, in York County, and Gloucester Point, in Gloucester County, known as the "York River Bridge", (b) paying the cost of a bridge across the Rappahannock River, extending from Greys Point in Middlesex County, to a point in the vicinity of White Stone in Lancaster County, known as the "Rappahannock River Bridge" and (c) paying the cost of a combined bridge and tunnel project across Hampton Roads and approaches and approach highways thereto, known as the "Hampton Roads Crossing", including the cost of bus facilities for the transportation of passengers through or over said project and provision of a sum for the payment of employment severance benefits (the James River Bridges, the York River Bridge, the Rappahannock River Bridge, the Hampton Roads Crossing, and the Chesapeake Ferries until the Hampton Roads Crossing shall be opened for traffic, being collectively known as the "Projects").

The bonds will be issued under the provisions of and secured by a Trust Indenture to be dated as of September 1, 1954, by and between the State Highway Commission, an agency of the State of Virginia, and National Bank of Commerce of Norfolk, Norfolk, Virginia, as Trustee. The principal of and the interest on the bonds will be payable solely from the State of Virginia Toll Revenue Bonds (Series 1954) Interest and Sinking Fund, which fund is pledged to and charged

with the payment of the principal of and interest on all bonds issued under the Trust Indenture. The Trust Indenture provides for the fixing and charging by the Commission of tolls for the use of the Projects sufficient to provide funds to pay the cost of maintaining, repairing and operating the Projects and to pay the principal of and the interest on all bonds issued under the Trust Indenture as the same shall become due and payable, and to create reserves for such purposes.

No bid for less than all of the bonds offered or for less than 97.50% of par value plus accrued interest will be entertained. The bonds will be awarded to the bidder offering the highest price for the bonds.

Each bid must be submitted on a form to be furnished by the undersigned, must be enclosed in a sealed envelope marked "Bid for \$100,000,000 State of Virginia Toll Revenue Bonds (Series 1954)", addressed to the State Highway Commission, 1221 East Broad Street, Richmond, Virginia, and must be accompanied by a certified or bank cashier's check for \$1,000,000 payable unconditionally to the State Treasurer of Virginia, on which no interest will be allowed. Award or rejection of bids will be made by the Commission on the date above stated for the receipt of bids, and the checks of unsuccessful bidders will be returned immediately. The check of the successful bidder will be held uncashed as security for the performance of his bid, but in the event the successful bidder shall fail to comply with the terms of his bid, the check may then be cashed and the proceeds thereof retained as and for full liquidated damages.

The right to reject any and all bids is reserved.

The bonds will be delivered in definitive form as coupon bonds on or about November 25, 1954, at the principal office of National Bank of Commerce, Norfolk, Virginia, or at the principal office of the Chemical Bank and Trust Company of New York City, N. Y., at the purchaser's choice, upon payment of the purchase price of said bonds by a certified or bank cashier's check or checks payable in New York Clearing House funds to the order of the State Treasurer of Virginia, and the good faith check of the purchaser will thereupon be returned.

Bid forms and copies of the Official Statement, the Engineering Report of Parsons, Brinckerhoff, Hall and Macdonald, the Traffic Report of DeLew, Cather and Company, and Wilbur Smith and Associates, and the Trust Indenture under the provisions of which the bonds are to be issued and secured may be obtained by application to the undersigned or to Allen and Company, 50 Broad Street, New York, or to Willis, Kony and Ayres, Inc., 21 North 8th Street, Richmond 19, Virginia.

There will be furnished at the time of delivery the usual closing papers, including a certificate stating that there is no litigation pending affecting the validity of the bonds, and the unqualified approving opinion of Mitchell and Perching, New York, New York, on the bonds.

By Order of the STATE HIGHWAY COMMISSION

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Secretary

Moved by Mr. Rawls, seconded by Senator Nelson, that the following resolution be unanimously adopted:

A RESOLUTION APPROVING THE FORM OF  
THE PROPOSED OFFICIAL STATEMENT IN  
RELATION TO \$100,000,000 STATE OF  
VIRGINIA TOLL REVENUE BONDS (SERIES  
1954) AND AUTHORIZING THE SIGNING THEREOF.

BE IT RESOLVED by the State Highway Commission, an agency of the State of Virginia that the proposed Official Statement of the State Highway Commission in connection with the issuance of \$100,000,000 State of Virginia Toll Revenue Bonds (Series 1954), is hereby approved in the form of the proposed Official Statement which is filed simultaneously herewith with the Secretary of the State Highway Commission and has the following notation endorsed thereon:

"Form of Official Statement  
authorized by resolution  
adopted on October 7, 1954

(Signed by) J. A. Anderson  
State Highway Commissioner  
and Chairman of the State  
Highway Commission"

with such changes in form as may be approved by the State Highway Commissioner and Chairman of the State Highway Commission, his signing of such Official Statement to be conclusive evidence of changes, and the principal underwriters to which said bonds shall be awarded are hereby authorized to distribute in connection with their offering of said bonds copies of said Official Statement.

Moved by Mr. Barrow, seconded by Mr. Watkins, that whereas, construction on a new location, referred to as Alternate Route 58 and designated as a limited access highway by the Highway Commission on February 20, 1951, Project 1771-07-15-16, in Pittsylvania County and the City of Danville, has been completed and opened to traffic, it is recommended by our Engineers with concurrence by the City of Danville that the new location be added to the Primary System and old location remain a part of the Primary System and be renumbered; now, therefore be it resolved, that Alternate Route 58, be added to the Primary System as Route 58, beginning at the intersection of Alternate Route 29 in the City of Danville, west 1.28 miles to the W.C.L. Danville; thence west 3.85 miles to its intersection with present Route 58 in Pittsylvania County, a total addition of 5.13 miles, as provided under Section 33-26, Acts of 1950 as amended; also that all of the presently designated Alternate Route 58 be renumbered as Route 58 from its beginning at the intersection of present Routes 58 and Alternate 29 including the overlap on Alternate Route 29 in Danville, west to its intersection with present Route 58 in Pittsylvania County; and that portion of present Route 58, between Alternate Route 29 in Danville and new Route 58 in Pittsylvania County, be renumbered Route 51; be it further resolved, that under Section 35-113, Acts of 1950, as amended, the City of Danville receive payment at the base rate of \$4000. per mile, effective beginning the first quarter, July 1, 1954, on that portion of the new location within the City as follows: Route 58, from the intersection of Alternate Route 29 west to the W.C.L. Danville, length 1.28 miles. Motion carried.

Moved by Mr. Hay, seconded by Mr. Rogers, that whereas, the State Highway Commission has heretofore adopted a resolution to allow the Town of Altavista to maintain their streets which are not a part of the Primary System, and to receive payment effective July 1, 1954, at the basic rate of \$500 per mile for those streets found eligible under the terms of Section 33-50.2 of the 1950 Code of Virginia, amended; now, therefore, be it resolved, that quarterly payments at the basic rate of \$500 per mile annually be made to the Town of Altavista on eligible streets totaling 11.592 miles, effective beginning the first quarter July 1, 1954, less the cost of maintenance by the State for any funds expended on its Secondary System in the Town of Altavista since July 1, 1954. Motion carried.

On request of the City of Martinsville the Commission reallocated funds from the Salem Construction District as follows:- For the continuation of the Route 220 Distribution Road from its present terminus on the south side to the South Corporate Limits of the city - \$50,000. Urban Federal Aid Funds; \$25,000. State Matching Funds. The City to furnish \$25,000. in City Matching Funds.

The Commission agreed that the Eighth Highway Conference had a splendid program and should be an outstanding success.

Mr. Rawls requested the Department to re-examine policies with regard to cutting trees near the pavement on heavily traveled arterial highways with a view to saving as many valuable trees as possible. Further, that we be sure that we do not go too far in cutting down trees along our highways.

The theme of the Conference and the discussions of the Commission centered around the outlook for continued highway development both in Virginia and in the Nation. It was the consensus of the Commission that we should be ready to take advantage of all means that may be provided for furthering needed highway improvements.

Report was made to the Commission that the highways were probably in better shape for winter than they had ever been.

For several years the Department has been giving considerable attention to the elimination of hazards on our highways. It was reported to the Commission that commendable progress is being made in improving accident prone locations and reducing hazards on our highways. In this program the heavily traveled highways have received particular attention.

It was decided that the next meeting of the Commission would be held in Richmond on Wednesday, October 27, and not on October 25.

There being no further business before the Commission it adjourned at 4:15 P.M.

Approved-

J. A. Anderson  
Chairman.

Attested-

P. W. Rawls  
Secretary.