

Joint Statement of WC Capital, LLC and the City of Virginia Beach

April 18, 2022

Residents of the Villages at West Neck,

The purpose of this letter is to advise you of an agreement (the “Agreement”) reached by the City of Virginia Beach and WC Capital, LLC in relation to certain litigation in the United States District Court for the Eastern District of Virginia styled *City of Virginia Beach v. WC Capital, LLC* concerning the former golf course known as the Signature at West Neck (the “Property”). The Agreement provides for WC Capital to cut and maintain vegetation on certain designated areas of the Property described generally as the flat portions of the former fairways, as well as certain high visibility areas along public rights of way. The Agreement does not require WC Capital to cut behind residences or any other portion of the Property other than as specifically identified in the Agreement. In addition, the Agreement permits WC Capital to grow a vegetated buffer between the designated cut areas and the surrounding properties. WC Capital intends to grow such a buffer that will be of varying widths depending on the location, but it will not be less than 50’ in width. Further, the Agreement does not prohibit WC Capital or its affiliate, JBWK, LLC, from erecting fencing in order to protect the vegetated buffer or otherwise protect the Property, provided that such fencing otherwise complies with the City Code.

Under the terms of the Agreement, the City will be the entity responsible for monitoring the Property through the Code Enforcement Division of the Department of Housing and Neighborhood Preservation. In accordance with its longstanding Code Enforcement Inspection Guidelines, the City will not trespass on the Property to inspect for possible violations. The City also will not rely on complaints provided by individuals who are trespassing on the Property as the basis to enforce violations of the Agreement. The City has a plan in place to ensure ongoing cutting and maintenance of the Property by WC Capital in accordance with the Agreement.

Further, JBWK holds a Producers Permit to farm the Property and, pursuant to the terms of the Agreement, JBWK will not be denied renewal of the Permit unless the Property is rezoned.

Residents of surrounding homes are advised that the Property is not public and trespass is strictly forbidden. Under Virginia Code § 18.2-119, entering a property posted as “No Trespassing” is a crime punishable as a Class 1 Misdemeanor. WC Capital has posted the Property as “No Trespassing”, and any unauthorized entry will be viewed as a violation of Virginia Code § 18.2-119. WC Capital intends to begin prosecuting trespass on the Property. This includes trespassing on cart paths, attempting to cut down vegetation on the Property, mowing the Property, or otherwise entering the Property in any way. WC Capital has hired off-duty police officers to patrol the Property and the Property remains under electronic surveillance. Although WC Capital has declined to pursue criminal complaints in the past with respect to individuals who were cutting the Property directly behind their residences or using the cart paths, they are no longer willing to do so.

A complete copy of the Agreement identifying areas to be maintained by WC Capital is available on the City of Virginia Beach website at <https://www.vbgov.com/wccapitalgolf>

We hope that the above helps to clarify the situation with respect to the Property. If you have any questions, please feel free to reach out to a member of City staff, the Office of the City Attorney, or to WC Capital's representative, Chris Coleman.



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