



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

December 2, 2015, at 4:00 pm

Public Hearings at 7:00 pm

TAB	AGENDA ITEMS
1 – CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE	
Special Recognition: Retirement of Bouson E. Peterson, Clerk of the Circuit Court	
2 – ADOPTION OF AGENDA	
3 – COUNTY ADMINISTRATOR’S REPORT	
4 – BOARD OF SUPERVISORS’ UPDATES	
5 – PUBLIC COMMENTS #1 (5 minutes each)	
6 – PUBLIC HEARINGS	
<i>To be heard at 7:00 pm</i>	
7 – ACTION MATTERS	
W	Appointment/Reappointment to the Thomas Jefferson Planning District Commission (TJPDC)—Steven M. Nichols, County Administrator
XYZ	Appointment to the Central Virginia Regional Jail Board, Alternate Position—Steven M. Nichols, County Administrator
A	Task Order #2 - Surveying Services for the Zion Crossroads Water & Sewer System—Cyndi Toler, Purchasing Officer
8 – PRESENTATIONS (normally not to exceed 10 minutes each)	
B	Progress Report on Public Safety Radio Project – Cheryl J. Elliott, Emergency Services Coordinator
C	Progress Report on Cost Recovery Program – Cheryl J. Elliott, Emergency Services Coordinator
9 – CONSENT AGENDA	
D	Minutes of November 18, 2015—Kelly Belanger Harris, Clerk to the Board
E	Cooperative Extension/Fluvanna County Memorandum of Understanding—Bobby Popowicz, Director of Community Development
F	FY16 BOS Contingency Budget Transfer for Cunningham & Columbia Schools Advertising—Mary Anna Twisdale, Management Analyst
G	FY16 Schools Supplemental Appropriation Request for Chesapeake Bay Trust Grant Funds—Ed Breslauer, Schools Finance Director
H	FY16 Schools Supplemental Appropriation Request for I3 Grant Funds—Ed Breslauer, Schools Finance Director
I	FY16 Schools Proactive and Remedial Education Budget Supplemental Appropriation—Ed Breslauer, Schools Finance Director
J	Open Space Contract for John F. & Patricia A. Martin—Andrew M. Sheridan, Jr., Commissioner of the Revenue

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- K Open Space Contract for Mark L. & Margaret M. Anderson, Trustees of the Anderson Revocable Trust et al—Andrew M. Sheridan Jr., Commissioner of the Revenue
- L Open Space Contract for Matthew R. & Sherry G. Esch—Andrew M. Sheridan Jr., Commissioner of the Revenue
- M Open Space Renewal Contract for Jerome P. Charba, Trustee of the Jerome P. Charba Trust—Andrew M. Sheridan Jr., Commissioner of the Revenue
- N Open Space Renewal Contract for David C. & Edith A. Feisner—Andrew M. Sheridan Jr., Commissioner of the Revenue
- O Open Space Renewal Contract for Franklin K. & Julie K. Jones—Andrew M. Sheridan Jr., Commissioner of the Revenue
- P Open Space Contract for William C. III & Linda Boisseau—Andrew M. Sheridan Jr., Commissioner of the Revenue
- Q Dominion Environmental Stewardship Grant Award—Mary Anna Twisdale

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

RECESS FOR DINNER & CLOSED SESSION

13 – CLOSED MEETING

Personnel, Investment of Funds, and Legal Matters

EVENING SESSION

CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE

14 – PUBLIC HEARINGS

- R SUP 15-08: James River Water Authority – Jason Stewart, Planning and Zoning Administrator & Steve Tugwell, Senior Planner
- S SUP 15-06: Louisa County Water Authority – Jason Stewart, Planning and Zoning Administrator & Steve Tugwell, Senior Planner

CLOSED MEETING

TBD

15 – ADJOURN



Steven M. Nichols
2015.11.24 18:04:45
-05'00'

County Administrator Review

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*For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
For Persons with Disabilities – If you have special needs, please contact the County Administrator's Office at 591-1910.*

PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one nation, under God, indivisible,
with liberty and justice for all.

ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.
3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

PUBLIC HEARING RULES OF PROCEDURE

1. PURPOSE
 - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
 - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
 - Speakers should approach the lectern so they may be visible and audible to the Board.
 - Each speaker should clearly state his/her name and address.
 - All comments should be directed to the Board.
 - All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
 - Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
 - Speakers with questions are encouraged to call County staff prior to the public hearing.
 - Speakers should be brief and avoid repetition of previously presented comments.
3. ACTION
 - At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
 - The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
 - Further public comment after the public hearing has been closed generally will not be permitted.

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FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 2, 2015

AGENDA TITLE:	Appointment to the Thomas Jefferson Planning District Commission (TJPDC)				
MOTION(s):	I move to appoint/reappoint _____ to the Thomas Jefferson Planning District Commission (TJPDC), with a term to begin January 1, 2016 and to terminate December 31, 2017.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:	Applicants who have shown an interest in this position are: Debra Kurre Keith Smith, current member				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Applications				
REVIEWS	Legal	Finance	Purchasing	HR	Other

Interest in Thomas Jefferson Planning District Commissi

Rivanna

Last Name Kurre **First Name** Debra **Date Recieved** 11/17/2010
Mailing Address 6440 Thomas Jefferson Parkway, **City** Palmyra **State** VA **Postal Code** 22963-
Home Phone **Work Phone** 4345891670 **Cell Phone/Other** (434) 989-4309
Fax (434) 589-1290 **Email Address** daycpa@earthlink.net
Physical Address 19 Laguna Road **City** Palmyra **State** VA **Postal Code** 22963

Education and Experience:

BS Accounting, Berry College, Rome, GA; MBA Finance, Mercer University, Macon, Georgia; CPA License, Licensed to practice in VA and GA

Civic Activities and Committee Memberships:

LMOA-Board of Directors 1994-1996; LMOA-Finance Committee, Audit Committee, and Compliance Committee; Effort Baptist Church Palmyra, VA-Have served on various committees including Finance and Personnel; Economic Development Authority of Fluvanna County-Current Member; Parks and Recreation Committee of Fluvanna County-Past Member; Rotary Club of Fluvanna County-Charter President; Parent Teacher Association, and other school organizations. Most recently served on the School restructuring Committee for Fluvanna County.

Interest in Committee:

I am interested in economic viability in the area, and am interested in serving on boards or committees that could help ho foster Economic viability.

Comments:

Interest in Thomas Jefferson Planning District Commissi

Cunningham

Last Name **First Name** **Date Recieved**
Mailing Address **City** **State** **Postal Code**
Home Phone **Work Phone** **Cell Phone/Other**
Fax **Email Address**
Physical Address **City** **State** **Postal Code**

Education and Experience:

High School; Twenty years of development and building in Fluvanna County

Civic Activities and Committee Memberships:

Interest in Committee:

I believe I have the skills and experience to help move this County and its Economic Development into the future.

Comments: Filled Unexpired term for Chris Fairchild

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 2, 2015

AGENDA TITLE:	Appointment to the Central Virginia Regional Jail Board, Alternate Position				
MOTION(s):	I move to appoint _____ to the Central Virginia Regional Jail Board, Alternate Position, beginning immediately.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:	Applicants who have shown an interest in this position are: Steven M. Nichols				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Applications				
REVIEWS	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 2, 2015

AGENDA TITLE:	Task Order #2 - Surveying Services for the Zion Crossroads Water & Sewer System				
MOTION(s):	I move the Board of Supervisors approve Task Order #2 between the County of Fluvanna, Virginia, and Bowman Consulting Group, LTD. to complete the Aerial Surveying for the Zion Crossroads Water & Sewer System totaling \$34,560, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	<p>To engage Bowman Consulting Group, LTD. to complete the surveying for the Water and Sewer System at Zion Crossroads in Fluvanna County. The design and other initial related services have already been awarded to Dewberry Engineers Inc.</p> <p><u>Timeline of Prior Events</u></p> <ul style="list-style-type: none"> - Mar 2015: Preliminary Engineering Report presented to BOS by RK&K; - Nov 2015: Design/Construction Services Contract approved by BOS for Dewberry Engineers Inc. 				
FISCAL IMPACT:	<p><u>Project Funding Approvals To Date</u></p> <p style="padding-left: 40px;">\$575,000 Approved in FY14 CIP (Cash)</p> <p style="padding-left: 40px;">\$ 46,000 Approved RK&K PER Services</p> <p style="padding-left: 40px;">\$430,695 Approved Task Orders with Dewberry</p> <p style="padding-left: 40px;">-----</p> <p style="padding-left: 40px;">\$ 98,305 Remaining Funds Available</p> <p>Debt Approved in FY15 CIP -- \$4,075,000 (pending issuance)</p>				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Task Order Project Agreement with: Exhibit 1 – Fee Proposal Exhibit 2 – Bowman Original Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		X

PROJECT AGREEMENT # _____
ZION CROSSROADS WATER & SEWER SYSTEM DESIGN/SERVICES

This Project Agreement #2 (the "Project Agreement") made this _____ day of _____, 201____, between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Bowman Consulting Group, LTD. ("A/E") (the "Consultant"), a Virginia corporation, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 5th day of September, 2013 (including all exhibits thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Contractor as services are needed;

Whereas the Agreement was automatically renewed on September 6th, 2014, and again on September 6th, 2015 and the current renewal term of the Agreement ends on September 5, 2016 and may be renewed by the County pursuant to the Agreement;

The Contractor did not notify the County of an increase in hourly rates and the hourly rates identified in the Agreement control;

Whereas, the County desires that the Contractor complete surveying work related to the Zion Crossroads Water & Sewer System Design/Services (the "Services") as specifically described in Exhibit 1 attached hereto and incorporated herein by reference as a material part of this Project Agreement; and

Whereas, the Consultant desires to accept the work and complete the Services and all work necessary and related thereto (collectively the "Task Order").

For good and valuable consideration, the parties hereby agree as follows:

ARTICLE I: THE AGREEMENT

The foregoing recitations are incorporated by reference into this Project Agreement.

This Project Agreement is an addendum to and made a material part of the Agreement. The parties hereto agree that except as specifically and expressly modified hereby that Agreement remains in full force and effect and the provisions of the Agreement are incorporated herein and are a material part hereof.

ARTICLE II: TASK ORDER

Consultant shall provide all work and services necessary or desired to complete the Task Order consistent with all provisions of this Project Agreement and the Agreement.

The County's project manager for technical inquiries relating to this Project Agreement shall be:

Mr. Wayne Stephens
Director of Public Works
197 Main Street

Palmyra, VA 22963
Phone: (434) 591-1925
E-mail: wstephens@fluvannacounty.org

Billing inquiries should be directed to Cyndi Toler, Purchasing Officer, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the County and Consultant applicable to the County's projects under this Project Agreement are set forth in the following Agreement Documents:

- (i) This Project Agreement including exhibits hereto;
- (ii) The Agreement including exhibits thereto; and
- (iii) The County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being a portion of Attachment 1 which is attached to and a part of the Agreement.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (iii) above, and (ii) shall control over (iii).

ARTICLE IV: FEES

The Contractor shall receive flat fees of:

EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$8,700.00) for that portion of the Services described as Area 1 Option 2, #3 Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours), as more specifically described in Exhibit 1 hereto;

TWELVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$12,700.00) for that portion of the Services described as Area 1 Option 2, #4 Topographic Survey/Aerial Option 2 – (2 foot contours), as more specifically described in Exhibit 1 hereto;

SIX THOUSAND SEVEN HUNDRED SIXTY AND NO/100 DOLLARS (\$6,760.00) for that portion of the Services described as Area 3 Option 2, #11 Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours), as more specifically described in Exhibit 1 hereto; and

SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$6,400.00) for that portion of the Services described as Area 3 Option 2, #4 Topographic Survey/Aerial Option 2 – (2 foot contours), as more specifically described in Exhibit 1 hereto;

each of the above being a subpart of the Task Order, which flat fees shall be payable by the County upon proper invoice by the Consultant as described herein. No invoice may be provided by the Contractor to the County until the subpart of the Task Order is complete and all items or services purchased have been delivered to, inspected by and accepted by the County. The

Contractor may invoice the County as work on each subpart of the Task Order or may wait to invoice the County until the entire Task Order is complete. The Contractor will be paid within forty-five (45) days of receipt of a proper invoice following final acceptance of all work by the County. The flat fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

ARTICLE V: TERM

Contractor shall with due diligence and dispatch assiduously pursue this Task Order to completion, but in any event such task order shall be completed to the sole satisfaction of the County on or before the 1st day of February, 2015. Time being of the essence.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Consultant and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County

ATTN: Cyndi Toler, Purchasing Officer
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1930
FAX (434) 591-1911

Consultant

Bowman Consulting Group, LTD.
ATTN: Kenneth M. Baybutt
460 McLaws Circle, Suite 120
Williamsburg, VA 23185
Telephone (757) 229-1776
FAX (757) 229-4683

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after

deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

In witness whereof the undersigned duly authorized representatives have executed this Agreement on the dates set forth beside their respective signatures.

Bowman Consulting Group, LTD.	County:
	Fluvanna County
By: _____ Date: _____	By: _____ Date: _____
Name: _____	Name: _____
Title: _____	Title: _____
Approved as to form:	

Fluvanna County Attorney

November 13, 2015

J. Wayne Stephens, PE
Fluvanna County
197 Main Street, PO Box 540
Palmyra, VA 22963

**Re: Fluvanna County Aerial Mapping along State Route 250 from the intersection of Route 15 at Zion Crossroads traveling west to the county line (the “Project”)
Proposal to provide Surveying services (the “Proposal”)**

Dear Mr. Stephens:

We are pleased to submit this Proposal to provide Surveying services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto will constitute a binding agreement (the “Agreement”) between Bowman Consulting Group, Ltd. (“BCG”) and Fluvanna County (the “Client”).

Bowman Consulting Group has the resources and experience to make your project a success. In addition to Surveying services, BCG also provides Engineering, 3D Laser Scanning, Planning, Environmental, Transportation, and Landscape Architecture services to clients across the nation.

The project is located Fluvanna County, Virginia. It is our understanding the project consists of aerial mapping along State Route 250 from the intersection of Route 15 at Zion Crossroads traveling west to the county line Area 1 and Area 2 and south along Route 15 to the terminus of Area 3.

SCOPE OF SERVICES AND FEES

The scope of services (the “Scope”) and associated fees shall be as follows:

Area 1, Option 1:

- Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1’ contours):**
Bowman Consulting Group (BCG) will perform a GPS control survey to establish Primary Survey Control Stations that will be used as aerial mapping targets and set 12 aerial mapping control stations and targets as required to complete the aerial mapping control. Horizontal and Vertical Control will be established on NAD83 horizontal and NAVD88 vertical as recognized by Fluvanna County, VA and required for submitting future utility plans, site plans and platting. All control stations and aerial panels will be 18” rebar set flush to the ground with BCG caps and witness stakes for future recovery and use. This task includes post processing of the GPS data, and coordination with the client and the aerial mapping company. BCG will provide an AutoCAD drawing and .pdf drawing depicting the control locations with coordinates and elevations provided on the drawings. This task does not represent a boundary or ALTA/ACSM Land Title Survey. **The control establish under this task can be relied upon as the primary base control network for all future surveying, mapping, design, engineering and construction associated with the Fluvanna County Development.**

FEE: Lump Sum of \$9,400.00

2. **Topographic Survey/Aerial Option 1 - (1 foot contours):**

Working with the aerial mapping firm. BCG will perform a topographic survey resulting in digital topography at a scale of 1"=50' with 1-foot contour intervals and selected spot elevations. The proposed corridor is delineated on the attached PDF (1000' x 16,400' mapping corridor, approx. 376.5 acres). This survey will be performed in accordance with the National Map Accuracy Standards as established by the National Bureau of Standards. The resulting topography shall be usable for the development of the engineering and design plans. Ninety percent of all contours on un-obscured ground shall be corrected within ½ of the contour interval and the remaining 10% shall not be in error by more than a contour interval. In areas where heavy brush, tree cover, shadows, or building lean partially obscures the ground, the contours shall be shown dashed, indicating these lines may not necessarily be to standard accuracy. This task does not include ground verification surveys, utility as-built delineation or location, or detailed field run road frontage surveys, which will be required prior to the preparation of develop or site plans. This task includes preparing a certified topographic survey as described in the Virginia Department of Professional and Occupational Regulations – 18VAC10-20-382, Minimum Standards and Procedures for Surveys Determining Topography.pdf file and hardcopies. BCG shall be held harmless from any errors or omissions of others. Additionally, any aerial gaps due to dense vegetation (evergreens, heavy shadows, etc.) will be supplemented by field run topography under a separate change order. This task does not represent a boundary or ALTA/ACSM Land Title Survey.

FEE: Lump Sum of \$15,700.00

Area 1, Option 2:

3. **Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours):**

Bowman Consulting Group (BCG) will perform a GPS control survey to establish Primary Survey Control Stations that will be used as aerial mapping targets and set 10 aerial mapping control stations and targets as required to complete the aerial mapping control. Horizontal and Vertical Control will be established on NAD83 horizontal and NAVD88 vertical as recognized by Fluvanna County, VA and required for submitting future utility plans, site plans and platting. All control stations and aerial panels will be 18" rebar set flush to the ground with BCG caps and witness stakes for future recovery and use. This task includes post processing of the GPS data, and coordination with the client and the aerial mapping company. BCG will provide an AutoCAD drawing and .pdf drawing depicting the control locations with coordinates and elevations provided on the drawings. This task does not represent a boundary or ALTA/ACSM Land Title Survey. **The control establish under this task can be relied upon as the primary base control network for all future surveying, mapping, design, engineering and construction associated with the Fluvanna County Development.**

FEE: Lump Sum of \$8,700.00

4. **Topographic Survey/Aerial Option 2 - (2 foot contours):**

Working with the aerial mapping firm. BCG will perform a topographic survey resulting in digital topography at a scale of 1"=50' with 2-foot contour intervals and selected spot elevations. The proposed corridor is delineated on the attached PDF (1000' x 16,400' mapping corridor, approx. 376.5 acres). This survey will be performed in accordance with the National Map Accuracy Standards as established by the National Bureau of Standards. The resulting topography shall be usable for the development of the engineering and design plans. Ninety percent of all contours on un-obscured ground shall be corrected within ½ of the contour interval and the remaining 10% shall not be in error by more than a contour interval. In areas where heavy brush, tree cover, shadows, or building lean partially obscures the ground, the contours shall be shown dashed, indicating these lines may not necessarily be to standard accuracy. This task does not include ground verification surveys, utility as-built delineation or location, or detailed field run road frontage surveys, which will

be required prior to the preparation of develop or site plans. This task includes preparing a certified topographic survey as described in the Virginia Department of Professional and Occupational Regulations – 18VAC10-20-382, Minimum Standards and Procedures for Surveys Determining Topography.pdf file and hardcopies. BCG shall be held harmless from any errors or omissions of others. Additionally, any aerial gaps due to dense vegetation (evergreens, heavy shadows, etc.) will be supplemented by field run topography under a separate change order. This task does not represent a boundary or ALTA/ACSM Land Title Survey.

FEE: Lump Sum of \$12,700.00

Area 2, Option 1:

5. Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours):

Bowman Consulting Group (BCG) will perform a GPS control survey to establish Primary Survey Control Stations that will be used as aerial mapping targets and set 12 aerial mapping control stations and targets as required to complete the aerial mapping control. Horizontal and Vertical Control will be established on NAD83 horizontal and NAVD88 vertical as recognized by Fluvanna County, VA and required for submitting future utility plans, site plans and platting. All control stations and aerial panels will be 18" rebar set flush to the ground with BCG caps and witness stakes for future recovery and use. This task includes post processing of the GPS data, and coordination with the client and the aerial mapping company. BCG will provide an AutoCAD drawing and .pdf drawing depicting the control locations with coordinates and elevations provided on the drawings. This task does not represent a boundary or ALTA/ACSM Land Title Survey. **The control establish under this task can be relied upon as the primary base control network for all future surveying, mapping, design, engineering and construction associated with the Fluvanna County Development.**

FEE: Lump Sum of \$9,400.00

6. Topographic Survey/Aerial Option 2 - (1 foot contours):

Working with the aerial mapping firm. BCG will perform a topographic survey resulting in digital topography at a scale of 1"=50' with 1-foot contour intervals and selected spot elevations. The proposed corridor as delineated on the attached PDF (*1000' x 15,100' mapping corridor, approx. 346.6 acres*). This survey will be performed in accordance with the National Map Accuracy Standards as established by the National Bureau of Standards. The resulting topography shall be usable for the development of the engineering and design plans. Ninety percent of all contours on un-obscured ground shall be corrected within ½ of the contour interval and the remaining 10% shall not be in error by more than a contour interval. In areas where heavy brush, tree cover, shadows, or building lean partially obscures the ground, the contours shall be shown dashed, indicating these lines may not necessarily be to standard accuracy. This task does not include ground verification surveys, utility as-built delineation or location, or detailed field run road frontage surveys, which will be required prior to the preparation of develop or site plans. This task includes preparing a certified topographic survey as described in the Virginia Department of Professional and Occupational Regulations – 18VAC10-20-382, Minimum Standards and Procedures for Surveys Determining Topography.pdf file and hardcopies. BCG shall be held harmless from any errors or omissions of others. Additionally, any aerial gaps due to dense vegetation (evergreens, heavy shadows, etc.) will be supplemented by field run topography under a separate change order. This task does not represent a boundary or ALTA/ACSM Land Title Survey.

FEE: Lump Sum of \$14,600.00

Area 2, Option 2:

7. Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours):

Bowman Consulting Group (BCG) will perform a GPS control survey to establish Primary Survey Control Stations that will be used as aerial mapping targets and set 10 aerial mapping control stations and targets as required to complete the aerial mapping control. Horizontal and Vertical Control will be established on NAD83 horizontal and NAVD88 vertical as recognized by Fluvanna County, VA and required for submitting future utility plans, site plans and platting. All control stations and aerial panels will be 18" rebar set flush to the ground with BCG caps and witness stakes for future recovery and use. This task includes post processing of the GPS data, and coordination with the client and the aerial mapping company. BCG will provide an AutoCAD drawing and .pdf drawing depicting the control locations with coordinates and elevations provided on the drawings. This task does not represent a boundary or ALTA/ACSM Land Title Survey. **The control establish under this task can be relied upon as the primary base control network for all future surveying, mapping, design, engineering and construction associated with the Fluvanna County Development.**

FEE: Lump Sum of \$8,500.00

8. Topographic Survey/Aerial Option 2 - (2 foot contours):

Working with the aerial mapping firm. BCG will perform a topographic survey resulting in digital topography at a scale of 1"=50' with 2-foot contour intervals and selected spot elevations. The proposed corridor as delineated on the attached PDF (*1000' x 15,100' mapping corridor, approx. 346.6 acres*). This survey will be performed in accordance with the National Map Accuracy Standards as established by the National Bureau of Standards. The resulting topography shall be usable for the development of the engineering and design plans. Ninety percent of all contours on un-obscured ground shall be corrected within ½ of the contour interval and the remaining 10% shall not be in error by more than a contour interval. In areas where heavy brush, tree cover, shadows, or building lean partially obscures the ground, the contours shall be shown dashed, indicating these lines may not necessarily be to standard accuracy. This task does not include ground verification surveys, utility as-built delineation or location, or detailed field run road frontage surveys, which will be required prior to the preparation of develop or site plans. This task includes preparing a certified topographic survey as described in the Virginia Department of Professional and Occupational Regulations – 18VAC10-20-382, Minimum Standards and Procedures for Surveys Determining Topography.pdf file and hardcopies. BCG shall be held harmless from any errors or omissions of others. Additionally, any aerial gaps due to dense vegetation (evergreens, heavy shadows, etc.) will be supplemented by field run topography under a separate change order. This task does not represent a boundary or ALTA/ACSM Land Title Survey.

FEE: Lump Sum of \$11,800.00

Area 3, Option 1:

9. Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours):

Bowman Consulting Group (BCG) will perform a GPS control survey to establish Primary Survey Control Stations that will be used as aerial mapping targets and set 8 aerial mapping control stations and targets as required to complete the aerial mapping control. Horizontal and Vertical Control will be established on NAD83 horizontal and NAVD88 vertical as recognized by Fluvanna County, VA and required for submitting future utility plans, site plans and platting. All control stations and aerial panels will be 18" rebar set flush to the ground with BCG caps and witness stakes for future recovery and use. This task includes post processing of the GPS data, and coordination with the client and the aerial mapping company. BCG will provide an AutoCAD drawing and .pdf drawing depicting the control locations with coordinates and elevations provided on the drawings.

This task does not represent a boundary or ALTA/ACSM Land Title Survey. **The control establish under this task can be relied upon as the primary base control network for all future surveying, mapping, design, engineering and construction associated with the Fluvanna County Development.**

FEE: Lump Sum of \$6,760.00

10. Topographic Survey/Aerial Option 2 - (1 foot contours):

Working with the aerial mapping firm. BCG will perform a topographic survey resulting in digital topography at a scale of 1"=50' with 1-foot contour intervals and selected spot elevations. The proposed corridor as delineated on the attached PDF (*1000' x 5,950' mapping corridor, approx. 136.6 acres*). This survey will be performed in accordance with the National Map Accuracy Standards as established by the National Bureau of Standards. The resulting topography shall be usable for the development of the engineering and design plans. Ninety percent of all contours on un-obscured ground shall be corrected within ½ of the contour interval and the remaining 10% shall not be in error by more than a contour interval. In areas where heavy brush, tree cover, shadows, or building lean partially obscures the ground, the contours shall be shown dashed, indicating these lines may not necessarily be to standard accuracy. This task does not include ground verification surveys, utility as-built delineation or location, or detailed field run road frontage surveys, which will be required prior to the preparation of develop or site plans. This task includes preparing a certified topographic survey as described in the Virginia Department of Professional and Occupational Regulations – 18VAC10-20-382, Minimum Standards and Procedures for Surveys Determining Topography.pdf file and hardcopies. BCG shall be held harmless from any errors or omissions of others. Additionally, any aerial gaps due to dense vegetation (evergreens, heavy shadows, etc.) will be supplemented by field run topography under a separate change order. This task does not represent a boundary or ALTA/ACSM Land Title Survey.

FEE: Lump Sum of \$7,600.00

Area 3, Option 2:

11. Establish Horizontal and Vertical Geodetic Control & Set Aerial Targets (1' contours):

Bowman Consulting Group (BCG) will perform a GPS control survey to establish Primary Survey Control Stations that will be used as aerial mapping targets and set 8 aerial mapping control stations and targets as required to complete the aerial mapping control. Horizontal and Vertical Control will be established on NAD83 horizontal and NAVD88 vertical as recognized by Fluvanna County, VA and required for submitting future utility plans, site plans and platting.

All control stations and aerial panels will be 18" rebar set flush to the ground with BCG caps and witness stakes for future recovery and use. This task includes post processing of the GPS data, and coordination with the client and the aerial mapping company. BCG will provide an AutoCAD drawing and .pdf drawing depicting the control locations with coordinates and elevations provided on the drawings. This task does not represent a boundary or ALTA/ACSM Land Title Survey. **The control establish under this task can be relied upon as the primary base control network for all future surveying, mapping, design, engineering and construction associated with the Fluvanna County Development.**

FEE: Lump Sum of \$6,760.00

12. Topographic Survey/Aerial Option 2 - (2 foot contours):

Working with the aerial mapping firm. BCG will perform a topographic survey resulting in digital topography at a scale of 1"=50' with 2-foot contour intervals and selected spot elevations. The proposed corridor as delineated on the attached PDF (1000' x 5,280' mapping corridor, approx. 121.2 acres). This survey will be performed in accordance with the National Map Accuracy Standards as established by the National Bureau of Standards. The resulting topography shall be usable for the development of the engineering and design plans. Ninety percent of all contours on un-obscured ground shall be corrected within ½ of the contour interval and the remaining 10% shall not be in error by more than a contour interval. In areas where heavy brush, tree cover, shadows, or building lean partially obscures the ground, the contours shall be shown dashed, indicating these lines may not necessarily be to standard accuracy. This task does not include ground verification surveys, utility as-built delineation or location, or detailed field run road frontage surveys, which will be required prior to the preparation of develop or site plans. This task includes preparing a certified topographic survey as described in the Virginia Department of Professional and Occupational Regulations – 18VAC10-20-382, Minimum Standards and Procedures for Surveys Determining Topography.pdf file and hardcopies. BCG shall be held harmless from any errors or omissions of others. Additionally, any aerial gaps due to dense vegetation (evergreens, heavy shadows, etc.) will be supplemented by field run topography under a separate change order. This task does not represent a boundary or ALTA/ACSM Land Title Survey.

FEE: Lump Sum of \$6,400.00

SUMMARY MATRIX

Task	Description	Fee	Fee Type	Qty	Total
Area 1 Option 1					
1	Establish Horizontal & Vertical Geodetic Control	\$9,400.00	Lump Sum	1	\$9,400.00
2	Topographic Survey / Aerial	\$15,700.00	Lump Sum	1	\$15,700.00
Total Estimated Fee Area 1 Option 1					\$25,100.00
Area 1 Option 2					
3	Establish Horizontal & Vertical Geodetic Control	\$8,700.00	Lump Sum	1	\$8,700.00
4	Topographic Survey / Aerial	\$12,700.00	Lump Sum	1	\$12,700.00
Total Estimated Fee Area 1 Option 2					\$21,400.00
Area 2 Option 1					
5	Establish Horizontal & Vertical Geodetic Control	\$9,400.00	Lump Sum	1	\$9,400.00
6	Topographic Survey / Aerial	\$14,600.00	Lump Sum	1	\$14,600.00
Total Estimated Fee Area 2 Option 1					\$24,000.00
Area 2 Option 2					
7	Establish Horizontal & Vertical Geodetic Control	\$8,500.00	Lump Sum	1	\$8,500.00
8	Topographic Survey / Aerial	\$11,800.00	Lump Sum	1	\$11,800.00
Total Estimated Fee Area 2 Option 2					\$20,300.00
Area 3 Option 1					
9	Establish Horizontal & Vertical Geodetic Control	\$6,760.00	Lump Sum	1	\$6,760.00
10	Topographic Survey / Aerial	\$7,600.00	Lump Sum	1	\$7,600.00
Total Estimated Fee Area 3 Option 1					\$14,360.00
Area 3 Option 2					
11	Establish Horizontal & Vertical Geodetic Control	\$6,760.00	Lump Sum	1	\$6,760.00
12	Topographic Survey / Aerial	\$6,400.00	Lump Sum	1	\$6,400.00
Total Estimated Fee Area 3 Option 2					\$13,160.00

ASSUMPTIONS

The fees quoted above are based on work being performed in a systematic, orderly and progressive manner. If this is impossible because of circumstances peculiar to the particular operations, lump sum fees listed shall not apply, and instead work will be billed in accordance with our prevailing hourly rate schedule. The following circumstance, among others will necessitate charges being based on hourly rates:

- Work requiring less than 4-hour survey party day at the site, unless performed at the discretion of BCG.
- Re-stakes of all types.
- Work area not cleared of trash, building materials, vehicles, earth, etc.
- Both horizontal and/or vertical control points destroyed so as to require resetting necessary control for the job.
- Work requiring overtime when requested by you. Under these conditions, hourly rates will be at 1.5 times the quoted hourly rates charged. Sundays and holidays will be billed at 2.0 times the appropriate rate. All overtime is subject to the availability of personnel.
- Any additional work requested that is not specifically covered in the above scope of work.
- Cut sheets will be delivered by close of business the day following completion of stakeout.
- Client is responsible to provide traffic control, if needed.
- A minimum 48-hour notification is required for all stakeout requests.

EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Right of Way establishment
- Property Research and Locations
- Field Annotate of aerial topography by others.
- Obscured area topography
- Property owner right of entry notifications
- Utility As-built Survey
- All Archaeological Survey
- All Environmental Reports and/or Permitting
- ALTA/ACSM Land Title Survey
- Bio-Retention Filters
- Boundary Survey
- Construction Administration Services
- Color Renderings
- Exhibits other than described herein
- Final Building Location
- Final Cost Estimates
- Geotechnical Report
- Hardscape Design and Layout
- Monitoring and/or Testing
- Off-site Design services other than those described
- Permits
- Record Plats
- Services other than described herein
- Site Design
- Submission Fees
- Topography Survey other than items listed
- Tree Survey

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by BCG in the interest of the Project and will be invoiced at the actual cost to BCG plus fifteen percent (15%) for handling and indirect costs.

Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out-source delivery (i.e. DHL, FedEx) costs
- Fees and expenses of special consultants as authorized by the Client

REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for BCG, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for BCG to perform the services described herein. By either countersigning this Proposal or verbally authorizing BCG to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of BCG in a timely manner and at no expense to BCG:

- Obtaining any required property owner right of entry notifications

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc, BCG will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman Consulting Group's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference. You should read these standard terms and conditions and assure yourself that you understand them prior to accepting this proposal or authorizing BCG to proceed with the performance of the services described herein.

In the event you wish to accept this proposal, please execute, initial all pages and return one executed original to this office. The individual executing this proposal represents and warrants that he has the authority to sign on behalf of Fluvanna County.

Sincerely,
BOWMAN CONSULTING GROUP, LTD.
650A Nelms Circle
Fredericksburg, VA 22406

Richard Fralin, LS, PLS
Survey Team Leader

Charles Powell, LS
Principal

Fluvanna County hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes BCG to proceed with the Project.

FLUVANNA COUNTY

By: _____
(Signature)
Printed Name: _____
Title: _____
Date: _____

Bowman CONSULTING

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal (the "Proposal") from Bowman Consulting Group, Ltd., a Virginia Corporation ("BCG") to Fluvanna County the "Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project") and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between BCG and the Client.

1. Scope of Services: BCG will provide the services expressly described in the Proposal (the "Scope"). If in BCG's professional judgment the Scope must be expanded or revised, BCG will forward a change order agreement to the Client that describes the revision to the Scope (the "Change Order") and the increased fee associated therewith. The Client may approve a Change Order in writing, by electronic verification, or orally pursuant to Section 3 below.

2. Standard of Care: The standard of care for all services performed by BCG for the Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. The Client shall not rely upon the correctness or completeness of any design or document prepared by BCG unless such design or document has been properly signed and sealed by a licensed professional on behalf of BCG.

3. Client's Oral Decisions: The Client or any of its employees or agents with apparent authority may orally and with the express written consent of BCG: (a) make decisions relating to BCG's services under this Agreement, (b) authorize a Change Order and increased fee associated therewith, (c) direct BCG to forward information related to the Project to a third party, or (d) direct BCG to take any reasonable action in the interest of the Project. The Client may, from time to time, limit the authority of any or all persons to act orally on its behalf by providing seven (7) days notice to BCG. If BCG submits a Change Order by giving Notice to the Client then the Change Order shall be deemed accepted by Client unless the Client gives Notice to BCG that it rejects the Change Order not later than 10 business days after the Client receives the proposed Change Order.

4. Fees by Hourly Rate Schedule: If the Client requests BCG to perform services not included in the Proposal or an approved Change Order (including without limitation attending meetings and conferences on an as needed basis with public agencies), Client shall compensate BCG for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings

or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, BCG may revise its Hourly Rate Schedule in January of each subsequent year.

5. Client Duties and Responsibilities: The Client shall inform BCG of any special criteria or requirements related to the Project or BCG's services and shall, in a timely manner and at its cost, furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information or title reports. BCG shall bear no responsibility for errors, omissions or additional costs arising out of its reliance upon such information supplied by the Client. Some services included in the Scope may, in BCG's discretion, require a current title report and if so the Client shall timely and at its cost provide such a current title report to BCG. If the Scope includes preparation of plats to be recorded in the land records of the jurisdiction in which the Project is situated, the Client shall be responsible for timely preparation, submission and recordation of necessary deeds and for all fees associated with such deeds and plats. All off-site easements are the responsibility of the Client. Client shall indemnify and hold harmless BCG from and against any and all claims, demands, losses, costs, and liabilities, including without limitation, reasonable attorney fees and expenses incurred by BCG and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third party with respect to any matter not included in the Scope or that is excluded from the responsibility of BCG pursuant to this Agreement.

6. Exclusions from Scope: By way of illustration and not limitation BCG has no obligation or responsibility for the following unless specifically included in the Scope:

- a. Favorable or timely comment or action by any governmental entity.
- b. Taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services.

c. The accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface.

d. Structural design (including but not limited to structural design of retaining wall(s) or of special drainage structure(s)).

7. Payment Terms: BCG will invoice the Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent that month for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by BCG within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions.

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date and the Client has not timely and in good faith disputed the invoice as provided below, BCG shall have the right at its election by giving notice to Client to either (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by BCG on behalf of the Client or any related Client entities, until all invoices are paid in full and BCG has received a retainer in such amount as BCG deems appropriate to be held as described in Section 8 below, or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 11 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. If BCG elects its rights under (a)(i) above BCG shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void, and any future schedule for the performance of services shall require the approval of both Client and BCG.

(b) If Client disputes any invoices submitted to it the Client shall give written notice to BCG within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to BCG within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, then the Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and BCG shall promptly negotiate in good faith to resolve any disputed portion of an invoice,

8. Retainer. Should (a) the Proposal require a Retainer or (b) BCG have exercised its right to require a Retainer prior to continuing work as provided in Section 7(a)(i) above, the Client shall deliver to BCG by

good check a retainer to be held by BCG as an advance against future billings (the "Retainer"). This Retainer is not intended as the regular source of payment for invoices issued under to this Agreement. Instead the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed BCG under this Agreement should Client fail to timely pay invoices in accordance with Paragraph 7. If the retainer is applied during the course of the Agreement Client agrees to promptly replenish the retainer upon request of BCG. Upon the conclusion of this Agreement, or its earlier termination, then (i) the portion of the Retainer, if any, that exceeds the amount owed BCG shall be returned to Client upon request, or (ii) any amount owed BCG in excess of the Retainer shall be paid immediately to BCG by Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to BCG by Client with respect to the Project or other projects.

9. Insurance. BCG and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client BCG shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on such coverage. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall BCG's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time BCG may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective BCG shall give notice thereof to Client.

10. Potential Liability of BCG. The following provisions shall operate with respect to any potential liability of BCG arising under the Agreement.

(a) Client agrees that should it wish to assert that there is a breach, defect, error, omission or negligence in the services performed by BCG that Client believes creates liability on the part of BCG the Client must give written notice to BCG not later than the first to occur of (i) the beginning of any corrective work or (ii) thirty days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. BCG shall have the opportunity to participate in decisions regarding the corrective work, and the Client shall insure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of BCG

and of its officers, directors, partners, employees, agents, and consultants, to Client and anyone claiming through Client shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to BCG's comparative degree of fault) that resulted from the error, omission or negligent act of BCG in the performance of services under this Agreement.

(c) To the fullest extent permitted by law BCG and BCG's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

11. Termination: Either party may terminate the provision of further services by BCG under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party the provision of further services under this Agreement may be immediately terminated by the non-breaching party giving notice to the other party, and such notice may be given at any time after such material breach (including less than thirty (30) days after notice of termination for convenience). Client acknowledges that its failure to timely pay undisputed invoices is a material breach. After a termination for convenience the Client shall immediately following the termination date pay BCG for all services performed through the termination date; including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable. Following any termination BCG shall have the right to withhold from the Client the use or possession of drawings or documents prepared by BCG for the Client under this or any other agreement with the Client, until all outstanding invoices are paid in full. Following any termination by BCG following a material breach by Client BCG shall have the right to withdraw any plans, applications or other documents filed with any governmental agency by BCG in its name on behalf of the Client.

12. Assignment: This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, BCG may employ consultants, sub consultants, or subcontractors, as it deems necessary to perform the services described in the scope. Also, BCG may assign its right to receive payments under this agreement.

13. Ownership of Documents and other Rights of BCG: (a) All reports, plans, specifications, computer

files, field data, notes and other documents and instruments prepared by BCG as instruments of service shall remain the property of BCG up until such time as all monies due to BCG have been paid in full. At such time as all monies due to BCG have been paid in full, the Client may take possession of plans, documents and specifications prepared under this Agreement. If requested by BCG the Client (and Client's new design professional if applicable) shall execute BCG's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate. If the Client or a party acting on the Client's behalf modifies the plans and specifications or reuses them on a different project the Client agrees to indemnify and hold BCG harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if BCG provides Client with plans, information and specifications in an electronic or digital format ("Electronic Data") the Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data. The Client and BCG shall jointly retain all common law, statutory, and other reserved rights, including the copyright to all reports, plans, specifications, computer files, field data, notes and other documents prepared by BCG.

(b) BCG reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to BCG for BCG to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

14. Covenants Benefiting Third Parties: BCG and Client acknowledge that from time to time third parties may request BCG to execute documents which benefit that third party. These documents may include certifications, consent of assignment, and waiver of certain of BCG's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at BCG's sole discretion, and if BCG decides to so execute a Requested Covenant the language, terms and conditions of such Requested Covenant must be acceptable to BCG, at BCG's sole discretion.

15. Applicable Law: This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Virginia, without giving effect to conflicts of laws principles thereof.

16. Severability: If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect.

17. Entire Agreement and Modification: This Agreement and the attachments hereto contains the entire agreement of BCG and Client in respect to the transactions contemplated hereby and supersedes any and all prior agreements, arrangements, and understandings among the parties relating to the subject matter hereof. Except for Change Orders authorized by Client either orally or by electronic verification this agreement may be amended, modified, or supplemented, but only in writing signed by all parties hereto. Signature by email transmission is permitted hereunder.

18. Waivers: The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and unless that writing provides otherwise shall waive only one instance of that condition or breach.

19. Notices: Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given (a) when received when given in person or by a courier or a courier service, (b) on the date of transmission (or the next business day if the date of transmission is not a business day) if sent by facsimile, or (c) five business days after being deposited in the mail, certified or registered postage prepaid:

If to Client, addressed to the individual signing this Agreement at the address, facsimile number, or e-mail address noted on the Proposal;

If to BCG, to the address set forth in the proposal; provided that for any notice given by Client pursuant to Paragraphs 10 or 11 a copy shall be sent to:

Bowman Consulting Group, Ltd.
3863 Centerview Drive; Suite 300
Chantilly, Virginia 20151
Facsimile number: (703) 481-1490
Attn: Robert A. Hickey
Email: rhipkey@bowmancg.com

Or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

20. No Third Party Beneficiaries: This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third parties any remedy, claim, liability, reimbursement, cause of action, or other right.

21. Headings, Counterparts, Certain Rules of Construction: The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include", "including", or "includes" shall be deemed to be followed by the phrase "without limitation". The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of the Client and to bind the Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

22. Early Bid Documents. The Client acknowledges that if it requests submission of early bid documents to contractors for bid purposes prior to full completion of construction documents by BCG and all other design disciplines, or prior to governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions, additions and corrections to BCG design documents so as to conform to those of other design disciplines and/or governmental agencies.

23. Estimates: Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect BCG's judgment as a design professional familiar with the construction industry. Estimates do not represent a guarantee that proposals, bids or the construction cost will not vary from the estimates prepared by BCG. Client acknowledges that BCG has no control over contractors as to cost, timing or quantity matters, and further acknowledges that if Client desires greater accuracy as to construction costs it has the opportunity to employ an independent cost estimator.

24. Use of Work Prepared by Others: If the Scope requires BCG to use work prepared by other parties (e.g. drawings, surveys, computations, calculations, specifications) then unless otherwise disclosed by the Client in writing to BCG the Client warrants and represents that the Client has obtained the full and unconditioned prior written consent from such other party. If the Client discloses that it has not obtained such prior consent then the Client, at its expense, shall use its best efforts to obtain such consent, which consent shall be in a form that, in BCG's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. Unless the Scope specifically provides otherwise, BCG shall

not be responsible for the accuracy, completeness, or correctness of work prepared by others.

25. Construction Means and Methods: Client acknowledges that BCG shall not have control of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor or any other person or entity performing work for the Project.

26. Shop Drawing Review: If specifically included in the Scope BCG shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details such as dimensions or quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. BCG's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features. Client shall provide BCG with sufficient time in BCG's professional judgment to permit adequate review.

27. Plan and Permit Processing: If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If the Client requests BCG to expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing other such services, these services will be performed by BCG at Client's request and as hourly rate services under Section 4 above. Except as described otherwise in the Scope, preparation and processing of permit applications (including but not limited to building permit applications, grading permit applications, bond applications, entrance permit applications, etc.) will be performed at the Client's request and treated as hourly rate services under Section 4 above.

28. Building Plan Coordination: If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, the Client shall provide such building plans to BCG by such date and in such state as BCG reasonably deems necessary to timely perform its services hereunder. If the Client fails to so provide building plans to BCG then BCG may make reasonable assumptions regarding building characteristics in order to timely perform its services

and any later revisions to BCG plans required to properly coordinate them with building plans will require a Change Order subject to an additional fee.

Bowman

CONSULTING

SCHEDULE "A"

BOWMAN CONSULTING GROUP, LTD SCHEDULE OF RATES FOR REPROGRAPHIC, PLOTTING, COURIER, AND ARCHIVE RETRIEVAL SERVICES

Reprographic and Plotting Services

Blueprinting	\$0.34/sq.ft.	Bond Paper CAD Plots	\$5.75/sq.ft.
Digital Paper Copying	\$0.34/sq.ft.	Vellum CAD Plots	\$6.50/sq.ft.
Mylar or Vellum Copying	\$3.00/sq.ft.	Mylar CAD Plots	\$7.00/sq.ft.
B&W Photo Copies	\$0.34/sq.ft.	Color CAD Plots	\$8.50/sq.ft.
Color Photo Copies	\$0.50/sq.ft.	Surcharge for folded sets	\$10.00/Set

Copying of Plans or Plots that have been archived in storage are subject to minimum archive retrieval fee of \$50 plus applicable reprographic and/or plotting fees set forth above.

Outsourced courier service (i.e. Federal Express, DHL, etc.) per the Proposal and Terms & Conditions.

In house courier services are \$2.00 per mile (one way) subject to a minimum \$20.00 charge for standard delivery during our normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

BOWMAN CONSULTING GROUP, LTD.

Exhibit 1

**SCHEDULE "B"
2015 SCHEDULE OF HOURLY RATES**

Expert Research, Prep & Testimony.....	\$285.00/hour	Staff Soil Scientist.....	\$120.00/hour
Principal.....	\$230.00/hour	Staff Geologist.....	\$120.00/hour
Department Executive.....	\$190.00/hour	Soil Technician.....	\$65.00/hour
Branch Manager.....	\$190.00/hour	Senior Environmental Scientist.....	\$130.00/hour
Department Manager.....	\$170.00/hour	Environmental Scientist 1.....	\$120.00/hour
Senior Project Manager.....	\$160.00/hour	Environmental Scientist 2.....	\$110.00/hour
Project Manager.....	\$130.00/hour	Environmental Scientist 3.....	\$95.00/hour
Assistant Project Manager.....	\$117.00/hour	Senior Geologist.....	\$160.00/hour
Licensed Surveyor.....	\$130.00/hour	Senior Traffic Engineer.....	\$175.00/hour
Engineer 1.....	\$120.00/hour	Traffic Engineer 1.....	\$150.00/hour
Engineer 2.....	\$110.00/hour	Traffic Engineer 2.....	\$135.00/hour
Engineer 3.....	\$95.00/hour	Traffic Engineer 3.....	\$110.00/hour
Land Planner 1.....	\$120.00/hour	Traffic Technician.....	\$95.00/hour
Land Planner 2.....	\$110.00/hour	Traffic Counter.....	\$40.00/hour
Land Planner 3.....	\$95.00/hour	Right of Way Specialist 1.....	\$150.00/hour
Designer 1.....	\$100.00/hour	Right of Way Specialist 2.....	\$120.00/hour
Designer 2.....	\$85.00/hour	Right of Way Specialist 3.....	\$95.00/hour
Designer 3.....	\$75.00/hour	Right of Way Technician.....	\$65.00/hour
Computer Tech 1.....	\$110.00/hour	Utility Coordinator.....	\$130.00/hour
Computer Tech 2.....	\$85.00/hour	Survey Field Crew.....	\$135.00/hour
Computer Tech 3.....	\$65.00/hour	Survey Field Crew-1man.....	\$100.00/hour
Landscape Architect 1.....	\$105.00/hour	Field Coordinator.....	\$125.00/hour
Landscape Architect 2.....	\$95.00/hour	Clerical.....	\$60.00/hour
Landscape Architect 3.....	\$80.00/hour		
Junior Landscape Architect.....	\$64.00/hour		
Certified Arborist.....	\$130.00/hour		
CADD Drafter 1.....	\$100.00/hour		
CADD Drafter 2.....	\$85.00/hour		
CADD Drafter 3.....	\$70.00/hour		
CADD Drafter 4.....	\$60.00/hour		
Senior GIS Specialist.....	\$160.00/hour		
GIS Technician.....	\$110.00/hour		
Senior Soil Scientist.....	\$190.00/hour		



Schedule C – Request for Information

Accounts Payable Contact:

Point of Contact: _____
Phone: _____
Fax: _____
E-Mail: _____

Billing Information:

Billing Entity: _____

Billing Address: Same as Proposal
 If Different, Please Provide.....

Billing Requirements:

Invoice Due Date: _____

Requirements/Attachments: _____

Transmit Invoices Via: Mail Hardcopies to the Billing Address Above
 Transmit Electronic Copies to: _____

Offer ACH Direct Deposit: Yes, Contact: _____
 Not Sure, Contact our Office
 Not at this Time

**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER
FOR PROFESSIONAL SERVICES**

This Term Contract Between COUNTY and Architect/Engineer for Professional Services (the "Contract") dated this 5th day of September, 2013 is between the COUNTY OF FLUVANNA (the "COUNTY"), a political subdivision of the Commonwealth of Virginia and BOWMAN CONSULTING GROUP, LTD. ("A/E"), a Virginia corporation, and is binding among and between these parties as of the date of the COUNTY's signature.

RECITALS:

1. The legal address for the COUNTY and for the A/E and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

COUNTY:

ATTN: County Administrator
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

A/E:

ATTN: Kenneth M. Baybutt
Bowman Consulting Group, Ltd.
460 McLaws Circle
Suite 120
Williamsburg, VA 23185
Telephone: (757) 229-1776
Facsimile: (757) 229-4683

2. On May 20, 2013, the COUNTY issued Request for Proposals #2013-01 (the "RFP") for qualified professional architectural and engineering services on an as-needed task order approach as more specifically set out in such RFP attached hereto as Attachment 1. All the provisions and requirements, including, but not limited to, the purpose and scope, of the RFP are incorporated herein by reference. Task orders shall be issued by the COUNTY to a provider of such services as services are needed and may include civil engineering and design, architectural design, site planning, construction phase services, inspection services, and associated surveying, environmental, geotechnical and architectural services. The purposes, functions, criteria and general requirements for the scope of work on the task order or particular project will be set forth in a Project Agreement executed by the COUNTY and the A/E.

3. The rights and duties of the COUNTY and A/E applicable to the COUNTY's projects under this Contract are set forth in the following Contract Documents: (i) this Contract, to include the RFP and all of the terms of the County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being pages 8 to 21 of Attachment 1 hereto; (ii) the original submittal by the A/E to the RFP; and (iii) all Project Agreements executed under this Contract. In the event of any conflict between the terms of the original submittal by the A/E to the RFP and this Contract, the terms of this Contract shall control.

4. One or more Project Agreements may be entered into with the A/E during the Contract Term. Although the potential exists for multiple projects during the Contract Term, the COUNTY does not represent or guarantee that the A/E will receive one or more Project Agreements during the Contract Term. The COUNTY has no obligation to enter into any Project Agreement(s) with the A/E.

5. The COUNTY specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the COUNTY, the COUNTY may (i) issue RFP's for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for architectural and/or engineering services similar to this Contract; and (iii) specifically reserves the right to enter into Project Agreements with other A/E's under Term contracts based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Recitals: The Recitals are incorporated herein by reference.
2. Scope of Services: The A/E agrees that he is willing and able during the Contract term to provide professional services on an "as needed" basis during the Contract term. The work may include, but is not limited to, investigations, studies, reports, small project designs, inspection services, and similar services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a purchase order issued to the A/E.
3. Project Agreements; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Attachment 2, which is attached hereto and incorporated herein by reference. The hourly rates set forth in Attachment 2 shall control for all Project Agreements entered into within two (2) years of the date that the COUNTY signs this Contract. Project Agreements shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY's project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed. In accordance with

the provisions of Virginia Code Section 2.2-4301, the project fee of any single project under this Contract shall not exceed \$100,000.00 and the sum of all projects performed under this Contract in one contract term shall not exceed \$500,000.00.

4. Additional Terms: The County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors included as pages 8 to 21 of the RFP, being Attachment 1 hereto, are specifically incorporated herein by reference. Where any of the General Terms Conditions and Instructions to Bidders and Contractors conflicts with any of the specific terms of this Contract, this Contract shall control.

5. Contract Term: This Contract shall be in effect from the date of signature by the COUNTY for a one (1) year period, or until the cumulative total project fees under this Contract reach the maximum cost set forth in paragraph 3 above, whichever is earlier. This Agreement shall automatically renew thereafter for four (4) additional one (1) year terms unless the COUNTY notifies the A/E prior to the end of the current term that it does not intend to renew this Contract, or until the cumulative total project fees in any term under this Contract reach the maximum cost set forth in paragraph 3 above, whichever is earlier. After the initial term and one renewal term, the A/E's hourly rates set forth in Attachment 2 may be increased by no more than two and one half percent (2.5%) over the prior year per renewal year. The A/E must provide written notice to the COUNTY of any such increase prior to the automatic renewal date for the same to be effective in the upcoming renewal year. If no such notice is provided prior to the automatic renewal, then the hourly rates for that renewal term shall be the same as the hourly rates for the immediately preceding term.

In witness whereof the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

A/E:
Bowman Consulting Group, Ltd.

COUNTY:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

By: Kenneth M. Baybutt Date: 9/5/13 By: [Signature] Date: 9/4/13

Name: Kenneth M. Baybutt Name: Steven M. Nichols

Title: Branch Manager Title: County Administrator
Fluvanna County

APPROVED AS TO FORM:

[Signature]
Fluvanna County Attorney

By Kristina M. Hofmann,
Assistant County Attorney 3

**COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSAL #2013-01
GENERAL PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES**

ISSUE DATE: May 20, 2013

DUE DATE: June 6, 2013

TIME: 2:00 P.M.

RFP #: 2013-01

ISSUING DEPARTMENT: County of Fluvanna, Virginia
Finance Department
Attn: Joe Rodish, Purchasing Officer
132 Main Street
P.O. Box 540
Palmyra, VA 22963

PROCUREMENT CONTACT: Joe Rodish
Purchasing Officer
Phone: (434) 591-1930 ext. 1124
Email: jrodish@fluvannacounty.org

TECHNICAL INQUIRIES: Joe Rodish
Purchasing Officer
Phone: (434) 591-1930 ext. 1124
Email: jrodish@fluvannacounty.org

The Fluvanna County Board of Supervisors invites qualified firms to submit sealed proposals for Professional General Engineering & Architectural Services for potential projects for Fluvanna County, VA. This Request for Proposal and resulting contract(s) shall be consistent with and governed by the Fluvanna County Procurement Policy and the Virginia Public Procurement Act.

Sealed proposals, One (1) original and four (4) copies, should be submitted by 2:00 P.M. local prevailing time on Thursday, June 6th, 2013 to the Fluvanna County Finance Office located at: 132 Main Street, Palmyra, Virginia 22963. Proposals submitted after this date and time will not be accepted. Proposals shall be evaluated for the purpose of selecting the most qualified Offeror(s) as described by the evaluation criteria.

Table of Contents

Cover Page..... 1

Table of Contents 2

Introduction..... 3

Background 3

Purpose..... 3-4

Scope of Work..... 4

Proposal Format..... 4-5

Submittal Instructions 5-6

Evaluation & Selection Criteria..... 6

Timeline 6

Contract Award..... 7

General Conditions & Instructions (Return this page)..... 8-21

Vendor Data Sheet (Return this page)..... 22

Proof of Authority to Transact Business in Virginia (Return this page)..... 23

Non – Collusion Statement (Return this page) 24

Offeror Statement (Return this page) 25

I. Introduction

- a. The Fluvanna County Board of Supervisors invites qualified firms to submit sealed proposals for Professional General Engineering & Architectural Services for potential projects for Fluvanna County, VA. This Request for Proposal and resulting contract(s) shall be consistent with and governed by the Fluvanna County Procurement Policy and the Virginia Public Procurement Act. Sealed proposals, One (1) original and four (4) copies, should be submitted by 2:00 P.M. local prevailing time on Thursday, June 6th, 2013 to the Fluvanna County Finance Office located at: 132 Main Street, Palmyra, Virginia 22963.
- b. Any communications pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications regarding this Request for Proposal must be made in writing to:
 - i. Joe Rodish, Purchasing Officer
County of Fluvanna, Virginia
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1930 ext. 1124
jrodish@fluvannacounty.org

II. Background

- a. Fluvanna County, also referred to herein as "the County" is located in Central Virginia at the foothills of the Blue Ridge Mountains. The County serves an area of 290 square miles with a population of approximately 26,000. The County Seat is located in the Town of Palmyra with its County Administration Building located at 132 Main Street. The County's fiscal year begins on July 1 and ends on June 30.
- b. The County uses the traditional board form of government with a County Administrator. The County is governed by an elected five member Board of Supervisors.
- c. The Professional Engineering & Architectural Firm's principal contact with the County of Fluvanna will be the Director of Public Works, or a designated representative, who will coordinate with the Professional Engineering & Architectural Firm to provide assistance to the County on an as needed basis.
 - i. Wayne Stephens, Director of Public Works
197 Main Street
P.O. Box 540
Palmyra, Virginia 22963
Phone number: (434) 591-1925
Fax Number: (434) 591-1924
E-mail: wstephens@fluvannacounty.org

III. Purpose

- a. The County desires to engage the services of qualified Professional Engineering & Architectural Firm(s) to perform a variety of Professional Engineering & Architectural Services using a Task Order approach. Task Orders shall be issued by the County Administrator as professional services are needed and may include civil engineering & design; architectural design; site planning; construction phase services; inspection services; and associated surveying, environmental, geotechnical, and architectural

services. The awarded firm(s) may also be expected to assist the County with review of 3rd party plans and specifications, as needed.

IV. Scope of Work

- a. The County is seeking written proposals relating to Professional Engineering & Architectural Services for multiple projects. Typical projects may include but are not limited to: evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects.

V. Proposal Format

- a. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate.
- b. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside his format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- c. **Cover Letter** - Provide a cover letter cover letter that confirms the Offeror's understanding; of this Request for Proposal and a general understanding of the project.
- d. **Overview** - The purpose of this section is to provide Fluvanna County with an overview of the history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign to this project if selected. At a minimum, the proposal should:
 - i. Designate a Project Manager and indicate office location.
 - ii. Include the organization chart, functional discipline, and responsibilities of project team members.
- e. **Resumes** - Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Offeror and/or sub-consultant, and professional license.
- f. **Demonstrated History of Successful Projects** - Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with Fluvanna County and their agents.
 - i. The personnel named in the proposal shall remain assigned to the project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to Fluvanna County. No replacement

may be made without submission of a resume of the proposed replacement for approval by The County.

- g. **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant's performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
- h. **Project Approach - Offeror's Project and Management Approach:**
 - i. The purpose of this section is to provide Fluvanna County with the Offerors understanding and proposed approach to typical projects. The Offeror should discuss in detail the proposed management and project approach for performing any project awarded during the term of the Agreement.
- i. **Representative Projects:**
 - i. This section of the Offeror's Proposal should list and describe representative clients currently served focusing on general engineering projects. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person.
- j. **Effective Cost Control** - Demonstrated history of effective control of project costs and ability to accomplish work in a timely manner:
 - i. Describe the Offeror's cost control methodology
 - ii. Describe the approach for reducing project costs
 - iii. Describe the documentation, tracking and reporting system
 - iv. Describe the program for quality control.
- k. **References:**
 - i. Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

VI. Submittal Instructions

- a. Each Offeror shall submit one (1) original and four (4) copies of its proposal.
 - i. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
 - ii. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents, which cross-

references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

iii. Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.

b. Offerors shall not submit estimated man-hours or cost for services with their proposals.

VII. Evaluation & Selection Criteria

a. All proposals received shall be evaluated based upon the evaluation criteria listed below.

- i. Project team qualifications and experience (25 pts.)
- ii. Offeror's project and management approach (20 pts.)
- iii. Representative projects (10 pts.)
- iv. Ability to control project costs (25 pts.)
- v. References (5 pts.)
- vi. Proximity and availability to Fluvanna County (15 pts.)

b. Fluvanna County may arrange for discussions with Offerors submitting proposals for the purpose of obtaining additional information or clarification if needed.

c. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.

d. Based on the consensus rankings, the highest ranked Offeror(s) will be invited to engage in discussions with the Selection Committee that may include, but are not necessarily limited to:

- i. Explanations of the proposed approach
- ii. Work plan
- iii. Non-binding cost estimates
- iv. Qualifications of the Offeror(s)

e. Fluvanna County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of Fluvanna County, Fluvanna County reserves the right to reject the proposal

VIII. Timeline

a. Request for Proposal issued		05/13/2013
b. Proposals due by		06/06/2013
c. Selected Firm/s Interviewed	(Approximately)	06/20/2013
d. Contract Award	(Approximately)	07/04/2013

IX. Contract Award

- a. Awards shall be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County.
- b. In accordance with §2.2-4301.3.a of the Code of Virginia, the agreement shall be for an initial one (1) year term from the date of execution. Upon mutual consent, the County shall have the option to renew the contract up to four (4) additional one (1) year terms contingent upon need and availability of funds.
- c. Under the terms of agreement(s) made pursuant to this RFP, no individual Task Order fee shall exceed \$100,000. The aggregate total of fees for all Task Orders issued during the any term of the A/E Contract shall not exceed \$500,000.
- d. The Owner may, at its sole discretion, renew the Contract for an additional one-year Contract Term provided the option to renew was indicated in the RFP. If the Owner exercises its option to renew, the next Contract Term shall begin one year from the date of the execution of this Contract, or previous renewal, or the date that the Owner notifies the A/E that the option to renew is being exercised, whichever occurs first. A new aggregate limit of \$500,000 shall apply to the second Contract Term, without regard to the dollar amounts of Project Orders issued during the first year of the Contract. Any unused amounts from the first Contract Term are forfeited and shall not carry forward to the next Contract Term. Subsequent renewals up to a maximum of four (4) one year renewals shall follow the same procedures. The maximum number of renewals is stated in §2.2-4301, *Competitive Negotiations*.
- e. The Offeror shall provide Fluvanna County with original documents, bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with Fluvanna County's word processing and AutoCAD hardware and software. All documents, including computer disks, shall become the property of Fluvanna County upon final payment of all fees to the Consultant as forth for in the contract. The County reserves the right to alter the documents and/or specifications for its purposes, but will provide a properly initialed revision block showing County responsibility for such changes.
- f. The County intends to enter into a contract with the selected firm(s). The County provides no guarantee of the amount of work to be assigned to the selected firm(s) and shall utilize other engineering firms for consulting work.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the "General Conditions") shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County") unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder's/Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County's Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the "VPPA") is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code § 2.2-4301 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: "Affiliate", "Best Value", "Business", "Competitive Negotiation", "Competitive Sealed Bidding", "Construction", "Construction Management Contract", "Design-Build Contract", "Employment Services Organization", "Goods", "Informality", "Multiphase Professional Services Contract", "Nonprofessional Services", "Potential Bidder or Offeror", "Professional Services", "Public Body", "Public Contract", "Responsible Bidder or Offeror", "Responsive Bidder", "Reverse Auctioning" and "Services". Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
 - a. **Bid/Proposal:** The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term "Bid" is used throughout these General Conditions and where appropriate includes the term "Proposal" or any modifications or amendments to any Bid or Proposal.
 - b. **Bidder/Offeror/Vendor:** Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term "Bidder" is used throughout these General Conditions and where appropriate includes the term "Offeror" and/or "Vendor".
 - c. **Contract:** Any contract to which the County will be a party.
 - d. **Contractor:** Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.

- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
 - f. County Administrator: The Fluvanna County Administrator.
 - g. County Attorney: The Fluvanna County Attorney.
 - h. Purchasing Agent: The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
 - i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions"): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
 - j. His: Any references to "his" shall include his, her, their, or its as appropriate.
 - k. Invitation to Bid (also referred to herein as an "IFB"): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
 - l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
 - m. Request for Proposal (also referred to herein as a "RFP"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
 - n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
 - o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
 - p. State: The Commonwealth of Virginia.
3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Minority Business Enterprise. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
 - d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.
9. **WITHDRAWAL OF BIDS:**
- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.
- If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
 - c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
 - d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
 - e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
 - f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
 - g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.
10. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.
11. **IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:
- a. Addressed as indicated on page 1 of the solicitation;
 - b. Solicitation number;
 - c. Title;
 - d. Bid due date and time;
 - e. Bidder's name and complete mailing address (return address); and
 - f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

- 12. **ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.
- 13. **COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. **CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. **RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

16. **BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
17. **BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
18. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
19. **DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
20. **NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
21. **VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
 - Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
 - Nothing contained in this Section 21 shall be construed to require the County, when procuring by "competitive negotiation" (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.
22. **CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. **OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations

or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. **BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
25. **FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
26. **CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first-class condition.

AWARD

27. **RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:
- The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
 - Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
 - The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 - The quality of performance of previous Contracts or Services;
 - The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
 - The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
 - The quality, availability and adaptability of the Goods or Services to the particular use required;
 - The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
 - The number and scope of the conditions attached to the Bid;
 - Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
 - Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of non-responsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.
28. **AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES:** The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsive Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.
29. **EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.
30. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 132 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.
31. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or

Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

- 32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**
- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
 - b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
 - c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
 - d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.
- 33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

- 34. APPLICABLE LAW AND COURTS:** Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.
- 35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
- 36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.
- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

- 38. **INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- 39. **INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability	Medical Payment Comprehensive Collision
Public Liability	\$1,000,000		
Professional Liability	\$1,000,000		
Excess Liability	\$2,000,000	Aggregate Over	Above Policy Limits (Excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law		

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

- 40. **KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.
- 41. **SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. **TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. **ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. **NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. **NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. **ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. **PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
 - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
 - c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
48. **SUBCONTRACTORS:** Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:
- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 - c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(ii) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
 - d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
 - e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.
49. **RETAINAGE ON CONSTRUCTION CONTRACTS:** Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.
50. **SUCCESSORS AND ASSIGNS:** The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.
51. **DEFAULT:** Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public

necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.
- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

56. **TERMINATION:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
 - b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
 - c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
 - d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.
57. **APPROPRIATIONS:** Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.
58. **REFERENCES TO VIRGINIA LAW:** Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.
59. **COOPERATIVE PROCUREMENT:** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Pluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.
60. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.
61. **GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
 - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
 - e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
 - f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
 - g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;

- ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.
62. **PRICE REDUCTIONS:** If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.
63. **COMPLIANCE WITH IMMIGRATION LAW:** Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
64. **VIRGINIA STATE CORPORATION COMMISSION:** Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.
65. **CLAIMS PROCEDURE:**
- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
 - b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
 - c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
 - d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
 - e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.

- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. **NOTICES:** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. - 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
68. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.
69. **INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
70. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
71. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
72. **REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
73. **DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
74. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;
 - b. Name of Article and Stock Number;
 - c. Quantity Ordered;

- d. Quantity Shipped;
- e. Quantity Back Ordered; and
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.
- 76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. *PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.*

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) _____

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA
FLUVANNA COUNTY, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

& 18.2-498.4. Duty to provide certified statement:

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

Any person required to submit a certified statement as provided in paragraph A, above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

OFFEROR STATEMENT

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this invitation for Bid and hereby submits this bid pursuant to such instructions and instructions.

Type or Print Name & Title of Authorized Person

Signature of Authorized Person Submitting This Bid

Date

SUBSCRIBED AND SWORN to before me by the above named

_____ on the ____ day of _____, 2013

Notary Public in and for the State of _____

My commission expires: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

BOWMAN CONSULTING GROUP, LTD.

SCHEDULE "B"
2013 SCHEDULE OF HOURLY RATES

Expert Research, Prep & Testimony.....	\$285.00/hour	Senior Geologist.....	\$160.00/hour
Principal.....	\$230.00/hour	Staff Geologist.....	\$120.00/hour
Vice President – BDA....	\$230.00/hour	Soil Technician.....	\$ 65.00/hour
Branch Manager.....	\$190.00/hour	Certified Arborist.....	\$130.00/hour
Department Executive.....	\$190.00/hour	Senior GIS Specialist.....	\$160.00/hour
Department Manager.....	\$170.00/hour	GIS Technician.....	\$110.00/hour
Team Leader....	\$160.00/hour	Senior Environmental Scientist.....	\$130.00/hour
Senior Project Manager.....	\$160.00/hour	Environmental Scientist 1.....	\$120.00/hour
Project Coordinator....	\$130.00/hour	Environmental Scientist 2.....	\$110.00/hour
Project Manager.....	\$130.00/hour	Environmental Scientist 3.....	\$ 95.00/hour
Assistant Project Manager.....	\$117.00/hour	Senior Traffic Engineer.....	\$160.00/hour
Engineer 1.....	\$120.00/hour	Traffic Engineer 1.....	\$140.00/hour
Engineer 2.....	\$110.00/hour	Traffic Engineer 2.....	\$120.00/hour
Engineer 3.....	\$ 95.00/hour	Traffic Engineer 3.....	\$100.00/hour
Designer 1.....	\$100.00/hour	Traffic Technician.....	\$ 90.00/hour
Designer 2.....	\$ 85.00/hour	Traffic Counter.....	\$ 40.00/hour
Designer 3.....	\$ 75.00/hour	Right of Way Specialist 1.....	\$150.00/hour
Licensed Surveyor.....	\$130.00/hour	Right of Way Specialist 2.....	\$120.00/hour
Computer Tech 1.....	\$110.00/hour	Right of Way Specialist 3.....	\$ 95.00/hour
Computer Tech 2.....	\$ 85.00/hour	Right of Way Technician.....	\$ 65.00/hour
Computer Tech 3.....	\$ 65.00/hour	Architect III.....	\$ 80.00/hour
CADD Drafter 1.....	\$100.00/hour	Utility Coordinator.....	\$130.00/hour
CADD Drafter 2.....	\$ 85.00/hour	Survey Field Crew.....	\$135.00/hour
CADD Drafter 3.....	\$ 70.00/hour	Survey Field Crew-1man.....	\$100.00/hour
CADD Drafter 4.....	\$ 60.00/hour	Field Coordinator.....	\$125.00/hour
Land Planner 1.....	\$120.00/hour	3D Laser Scanning....	\$110.00/hour
Land Planner 2.....	\$110.00/hour	Scanning Office Technician	\$110.00/hour
Land Planner 3.....	\$ 95.00/hour	Clerical.....	\$ 60.00/hour
Landscape Architect 1.....	\$105.00/hour		
Landscape Architect 2.....	\$ 95.00/hour		
Landscape Architect 3.....	\$ 80.00/hour		
Junior Landscape Architect.....	\$ 64.00/hour		
Senior Soil Scientist.....	\$190.00/hour		
Staff Soil Scientist.....	\$120.00/hour		

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: December 2, 2015

AGENDA TITLE:	Progress Report on Public Safety Radio Project				
MOTION(s):	NONE				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	n/a				
TIMING:	n/a				
DISCUSSION:					
FISCAL IMPACT:	n/a				
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	n/a				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: December 2, 2015

AGENDA TITLE:	Progress Report on Cost Recovery Program				
MOTION(s):					
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	n/a				
TIMING:	n/a				
DISCUSSION:					
FISCAL IMPACT:	n/a				
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	n/a				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 2, 2015

AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, November 18, 2015 Regular Meeting, be adopted.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft minutes for November 18, 2015				
REVIEWS	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
November 18, 2015
Regular Meeting 7:00pm**

MEMBERS PRESENT: Mozell Booker, Fork Union District, Chairperson
Tony O'Brien, Rivanna District
Mike Sheridan, Columbia District
Donald W. Weaver, Cunningham District

MEMBERS ABSENT: Bob Ullenbruch, Palmyra District, Vice-Chairperson.

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred W. Payne, County Attorney
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER

At 7:04pm, Chair Booker called the Regular Meeting of November 18, 2015 to order. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

ADOPTION OF AGENDA

MOTION

Mr. Weaver moved to accept the Agenda for the November 18, 2015 Regular Meeting of the Board of Supervisors. Mr. Sheridan seconded and the Agenda was adopted by a vote of 4-0. AYES: Booker, O'Brien, Sheridan, and Weaver. NAYS: None. ABSENT: Ullenbruch.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following:

- Virginia Recreation and Park Society (VRPS) recently honored our P&R Department
 - Best New Environmental Sustainability: Back to Nature; Pleasant Grove Park
- Dr. Jackie Meyers, CSA Manager
 - Has been appointed to the Board of Directors for the Virginia State Animal Response Team representing the Virginia Federation of Humane Societies
- Central Virginia Partnership for Economic Development
 - Happy 20th Anniversary
- Local Composite Index (LCI) for Fluvanna County Public Schools
 - New rate: 0.3757 (2016-2018); Previous rate: 0.3836 (2014-2016)
- Zion Crossroads Water and Sewer Project Design Kickoff Meeting
 - Thursday, Nov 19, 2:00 pm
- Blue Ridge Juvenile Detention
 - Commission approved a return of excess funds to the partner localities; Fluvanna will receive \$20,700
- BOS Planning Retreat in January 2016
- Energy Efficiency & Performance Contracting
 - An energy performance contract (EPC) is an agreement between a contractor, most often an energy services company, or ESCO, and a customer to perform as a condition of payment. Performance in this context means meeting a guaranteed level of energy savings.
 - County and Schools working on a collaborative effort to significantly reduce energy costs of our facilities through one or more energy conservation or operational efficiency measures.
 - Selected four contractors from a group of pre-qualified ESCOs, three contractors completed Back of the Envelope (BOE) preliminary work
 - Identified the need for, design, install, and monitor a comprehensive energy-conservation program
 - How successful have EPCs been in Virginia? The cumulative EPC investment since 2001 is \$697,337,119
 - Plan to interview three candidate firms in January
 - Request BOS Member for the interview and evaluation team
- Fluvanna Holiday Celebration
 - December 4, 2015 at Pleasant Grove Park
- Next Meetings:
 - Wednesday, December 2
 - 4:00 pm – Regular Meeting
 - 7:00 pm – Public Hearings
 - Wednesday, December 16
 - 7:00 pm – Regular Meeting

BOARD OF SUPERVISORS' UPDATES

Sheridan—Parks and Rec, VACO Conference.

Weaver—None.

Ullenbruch—Absent.

O'Brien—VACO Conference, JRWP Information meeting.

Booker—Extension Agency meeting, VIP Dinner hosted by Parks and Recreation, JABA Executive meetings, VACO Conference, Stormwater opt-out meeting.

PUBLIC COMMENTS #1

At 7:25pm Chair Booker opened the first round of Public Comments.

With no one wishing to speak, Chair Booker closed the first round of Public Comments.

PUBLIC HEARINGS

SUP 15:09 – Roundtop Limited Partnership, Joyce Parr—Steve Tugwell, Senior Planner, presented a request for a special use permit to allow for an expansion of the educational facility to 75 occupants in 6 Centre Ct., and 49 occupants in 7 Centre Ct. with respect to 6.343 acres of a portion of Tax Map 18A, Section 4, Parcel 13A. The parcel was rezoned from A-1 to B-1 in 1991. Two site development plans were approved for a daycare center and retail, respectively, in 1991. A special use permit was issued in 2003 for the siting of a cellular communications tower. A special use permit was issued for an educational facility in 2014 (SUP 14:04).

Chair Booker asked for questions for Mr. Tugwell and the applicant, Mrs. Joyce Parr. With no questions forthcoming, Chair Booker opened the Public Hearing.

With no one wishing to speak during the Public Hearing, Chair Booker closed the Public Hearing.

With no further discussion,

MOTION

Mr. Weaver moved that the Board of Supervisors approve SUP 15:09, a request to amend Special Use Permit SUP 14:04 to allow for an expansion of the educational facility to 75 occupants in 6 Centre Ct., and 49 occupants in 7 Centre Ct. with respect to 6.343 acres of a portion of Tax Map 18A, Section 4, Parcel 13A [if approved], subject to the three (3) conditions as described in the staff report. Mr. O'Brien seconded and the motion passed 4-0. AYE: Booker, O'Brien, Sheridan, & Weaver. NAY: None. ABSENT: Ullenbruch.

CONDITIONS:

1. The maximum number of students enrolled at this facility during the academic school year shall be 116.
2. The Board of Supervisors, or representative, reserves the right to inspect the business for compliance with these conditions at any time.
3. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.

ZMP 15-05: Robin M. Travis—Steve Tugwell, Senior Planner, brought forward a request to amend the Fluvanna County Zoning Map with respect to 4.688 acres of Tax Map 5, Section A, Parcel 45 to rezone the same from A-1, Agricultural, General, to B-1, Business, General.

Chair Booker invited the applicant to speak.

Mr. Craig Travis spoke to the intentions behind rezoning the property with the intention of making the property more appealing for potential sale.

Chair Booker opened the Public Hearing.

Seeing no one wishing to speak, Chair Booker closed the Public Hearing.

With no further discussion,

MOTION

Mr. Sheridan moved that the Board of Supervisors approve ZMP 15:05 of the attached ordinance for ZMP 15:05, a request to amend the Fluvanna County Zoning Map with respect to approximately 4.688 acres of Tax Map 5, Section A, Parcel 45, to rezone the same from A-1, Agricultural, General, to B-1, Business, General. Mr. Weaver seconded and the motion passed 4-0. AYE: Booker, O'Brien, Sheridan, & Weaver. NAY: None. ABSENT: Ullenbruch.

Amendment and Reenactment of the Fluvanna County Code Chapters 1-18 And 20-21 to Conform to Current Enabling Legislation—Steven M. Nichols, County Administrator, presented the updates to the County Code that bring the Code into compliance with State Code.

Mr. Payne discussed the changes generally, noting that most of the proposed changes

At 7:46pm, Chair Booker opened the Public Hearing.

With no one wishing to speak, Chair Booker closed the Public Hearing.

With little discussion,

MOTION

Mr. O'Brien moved the Board of Supervisors approved the resolution, "AN ORDINANCE TO AMEND AND REENACT CHAPTER 1; CHAPTER 2, ARTICLES 1, 4, 5, AND 6; CHAPTER 3.1; CHAPTER 4, ARTICLES 1 AND 2; CHAPTER 6, ARTICLES 1 AND 2; CHAPTER 7, ARTICLES 1, 2, AND 3; CHAPTER 8; CHAPTER 9, ARTICLES 1 AND 2; CHAPTER 10, ARTICLES 1 AND 2; CHAPTER 13, ARTICLES 1 AND 2; CHAPTER 14; CHAPTER 15.1; CHAPTER 16; CHAPTER 17; CHAPTER 18; CHAPTER 20, ARTICLES 1, 2, 3, 3.1, 4, 5, 6, 8.1, AND 9; CHAPTER 21, ARTICLES 1, 2, 3, AND 4 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 1-1, 1-2, 1-3, 1-4, 1-6, 1-9, 1-9.1, 1-10, 1-12, 2-1-2, 2-1-3, 2-1-4, 2-4-2, 2-5-1, 2-5-2, 2-5-3, 2-6-1, 3.1-1, 3.1-2, 3.1-5, 3.1-6, 3.1-7, 3.1-9, 3.1-10, 3.1-13, 4-1-2, 4-2-1, 4-2-2, 4-2-3, 4-2-4, 6-1-1.1, 6-1-2, 6-1-3, 6-1-6, 6-1-7, 6-1-8, 6-1-11, 6-2-4, 6-2-5, 6-2-7, 7-1-1, 7-1-3.1, 7-1-5, 7-3-3.1, 8-1, 8-3, 8-5, 9-1-2, 9-2-6, 10-1-3.2, 10-1-4, 10-2-2, 13-1-1, 13-1-2, 13-1-2.1, 13-1-2.2, 13-1-2.4, 13-1-3, 13-1-4, 13-1-5, 13-1-5.1, 13-1-7, 14-3, 14-4, 15.1-6, 16-2, 17-2, 18-2, 20-1-3, 20-1-6, 20-2-2, 20-3-1, 20-3-2, 20-3-3, 20-3-3.1, 20-3-4,

20-3-4.1, 20-3-6, 20-3.1-1, 20-4-2, 20-4-3, 20-4-4, 20-4-6, 20-4-7, 20-4-8, 20-4-9, 20-5-1, 20-5-2, 20-5-6, 20-5-6.1, 20-5-6.2, 20-5-9, 20-5-10, 20-8.1-1, 20-8.1-2, 20-8.1-3, 20-8.1-4, 20-8.1-5, 20-9-1, 20-9-4, 20-9-4.1, 20-9-9, 21-1-5, 21-1-6, 21-2-1, 21-2-2, 21-2-6, 21-3-1, 21-3-2, 21-3-3, 21-3-3.1, 21-3-5, 21-4-1, 21-4-9, 21-4-22, AND 21-4-28. THEREOF, AMENDING AND REENACTING THE FLUVANNA COUNTY CODE TO CONFORM TO THE CURRENT ENABLING LEGISLATION, AS AMENDED,” with fees and late fees in Subsection 20-4.3 being changed to \$25.00 plus \$0.10 per acre and \$50, respectively.” Mr. Weaver seconded and the motion passed 4-0. AYE: Booker, O’Brien, Sheridan, & Weaver. NAY: None. ABSENT: Ullenbruch.

ACTION MATTERS

FCPS FY15 to FY16 Carryover Request—Ed Breslauer, FCPS Finance Director, brought before the Board a request to address unexpended funds for Fluvanna County Public Schools. FCPS finished the year with a surplus of local funds related to: lower than anticipated fuel costs (heat & vehicle), higher than projected Average Daily Membership (ADM), higher than anticipated other local revenue, and slightly higher federal funds.

After wide-ranging discussion,

MOTION

Mr. Weaver moved the Board of Supervisors approve carryover of FY15 Fluvanna County Public Schools unexpended local funds in the amount of \$61,883 (pending final audit results) and to increase the FY16 Schools local appropriation from \$16,109,416 to \$16,171,299. Mr. O’Brien seconded and the motion carried 4-0. AYE: Booker, O’Brien, Sheridan, & Weaver. NAY: None. ABSENT: Ullenbruch.

FY16 Farm Heritage Museum Funding Request—Jason Smith, Director of Parks and Recreation, returned to the Board with a request for continued support for the Farm Heritage Museum. Thanking the Board for the support to date, Mr. Smith noted that the Fluvanna Historical Society has raised \$113,299 and an additional \$5,000 in funding from the County would help the Historical Society secure matching-funds grant funding from the Perry Foundation. Mr. Nichols noted that there are funds available in County proffers, for which this would be a good use.

Following discussion,

MOTION

Mr. Sheridan moved the Board of Supervisors withdraw the FY17 CIP proposal for the Farm Heritage Museum in the amount of \$110,000.00, including \$10,000 of proposed County funding, and further move to approve an amendment to the FY16 CIP for the Farm Heritage Museum in the amount of \$123,299.00, with \$10,000 funded from County proffers and \$113,299.00 to be funded by grants or from other local sources. Mr. O’Brien seconded and the motion passed 4-0. AYE: Booker, O’Brien, Sheridan, & Weaver. NAY: None. ABSENT: Ullenbruch.

And,

Mr. Sheridan moved the Board of Supervisors approve an amendment to the FY16 CIP for the Farm Heritage Museum in the amount of \$128,299.00, with \$15,000 funded from existing County Proffers and \$113,299.00 to be funded by grants or from other local sources. Mr. O’Brien seconded and the motion passed 3-1. AYE: Booker, O’Brien, & Sheridan. NAY: Weaver. ABSENT: Ullenbruch.

Parks and Recreation Kayak Rental Fee Structure—Jason Smith, Director of Parks and Recreation, brought forward a request to set fees for kayak rental. Mr. Smith noted that the kayaks will be available to rent by county residents and non-residents and proposed the following fee structure:

Kayak Rentals	Resident	\$25.00 ea	Per Day	\$100 Deposit
	Resident	\$45.00 ea	Weekend	\$100 Deposit
	Non Resident	\$35.00 ea	Per Day	\$100 Deposit
	Non Resident	\$55.00 ea	Weekend	\$100 Deposit

Mr. Weaver inquired as to the potential revenue, with Mr. Smith anticipating approximately \$1000 per year. Mr. Sheridan noted that with improvements to County boat ramps, revenue is likely to increase.

MOTION

Mr. Weaver moved that the Board of Supervisors approve the proposed fee structure for Parks and Recreation Kayak rentals to be effective immediately. Mr. Sheridan seconded and the motion passed 4-0. AYE: Booker, O’Brien, Sheridan, & Weaver. NAY: None. ABSENT: Ullenbruch.

Appointment/Reappointment to Economic Development Authority—Steven M. Nichols, County Administrator, brought to the Board those candidates, Mr. Curtis Putnam and Mr. David Perry, for the position recently vacated by Mr. Donnie Scott.

After brief discussion,

MOTION

Mr. O’Brien moved to appoint Curtis Putnam to the Economic Development Authority, At Large Position, replacing Donnie Scott who resigned, with a term to begin immediately and to terminate June 30 2018. Mr. Weaver seconded and the motion passed 4-0. AYE: Booker, O’Brien, Sheridan, & Weaver. NAY: None. ABSENT: Ullenbruch.

PRESENTATIONS

JAUNT Annual Report—Brad Sheffield, JAUNT Executive Director, presented the Annual Report to the Board, highlighting trends in ridership, FY15 Financial Summary, and Fluvanna County services and trends. Mr. Sheffield thanked the Board for their continued support of this community resource.

CONSENT AGENDA

The following were approved under the Consent Agenda:

Minutes of November 4, 2015 Meeting—Kelly Belanger Harris, Clerk to the Board

AP Report October 2015—Eric Dahl, Finance Director

FY16 Hydrogeologic Study Appropriation—Mary Anna Twisdale

FY16 Schools Supplemental Appropriation Request for Central Elementary School Parent Teacher Organization Grant Funds—Ed Breslauer, Schools Director of Finance

FY16 Schools Supplemental Appropriation Request for Families Learning Together (FLT) Grant Funds—Ed Breslauer, Schools Director of Finance

FY16 Schools Immigrant Youth Budget Supplemental Appropriation—Ed Breslauer, Schools Director of Finance

Schools Security Equipment Grant Appropriation- Carysbrook—Ed Breslauer, Schools Director of Finance

Schools Security Equipment Grant Appropriation- West Central—Ed Breslauer, Schools Director of Finance

MOTION

Mr. Weaver moved to approve the items on the Consent Agenda for November 18, 2015, and ratify Accounts Payable and Payroll for October 2015 in the amount of \$1,817,243.19. Mr. Sheridan seconded and the motion passed 4-0. AYES: Booker, O'Brien, Sheridan, and Weaver. NAYS: None. ABSENT: Ullenbruch.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Mr. Sheridan noted that there are numerous businesses in the County that cut timber. Some of that timber is dumped without being used. Mr. Sheridan posed the idea of allowing these businesses to dump the surplus timber on Pleasant Grove property to be available to those citizens who use wood for purposes of heating their homes. Mr. Weaver asked about rules and limitations. Mr. Nichols indicated that Staff would research and return to the Board with recommendations in the next few months.

PUBLIC COMMENTS #2

At 8:45pm Chair Booker opened the second section of Public Comments.

With no one wishing to speak, Chair Booker closed the second round of public comments at 8:45pm.

CLOSED SESSION**MOTION TO ENTER INTO A CLOSED MEETING**

At 8:46pm, Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.6 & A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing Investment of Funds and Legal Matters. Mr. O'Brien seconded and the motion carried, with a vote of 4-0. AYES: Booker, O'Brien, Sheridan, and Weaver. NAYS: None. ABSENT: Ullenbruch.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 11:27pm, Mr. Weaver moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mr. Sheridan seconded and the motion carried, with a roll call vote of 4-0. AYES: Booker, O'Brien, Sheridan, and Weaver. NAYS: None. ABSENT: Ullenbruch.

MOTION TO EXTEND

At 11:28pm, Mr. Weaver moved to extend the meeting until midnight. Mr. Sheridan seconded and the motion carried 4-0. AYES: Booker, O'Brien, Sheridan, & Weaver. NAYS: None. ABSENT: None.

NOTE: Mr. Sheridan departed the room when a discussion began on a possible motion regarding an Addendum to the Interjurisdictional Agreement of Oct 2013.

Following discussion,

MOTION

Mr. O'Brien moved to approve Addendum No. 1 to the October 1, 2013, "AGREEMENT BETWEEN LOUISA COUNTY, VIRGINIA, FLUVANNA COUNTY, VIRGINIA, THE LOUISA COUNTY WATER AUTHORITY AND THE

JAMES RIVER WATER AUTHORITY REGARDING THE JAMES RIVER WATER PIPELINE,” in order more clearly to express the intent of the parties, their respective rights and duties thereunder and to protect the public health, safety and general welfare of the citizens of Louisa and Fluvanna Counties. Chair Booker recognized the motion, after which a vote was taken. The motion passed on a vote of 2-1. AYES: Booker, O’Brien. NAYS: Weaver. ABSENT: Sheridan, Ullenbruch.

ADJOURN

MOTION:

At 11:38pm Mr. Weaver moved to adjourn the meeting of Wednesday, November 18, 2015. Mr. O’Brien seconded and the motion carried with a vote of 4-0. AYES: Booker, O’Brien, & Weaver. NAYS: None. ABSENT: Sheridan, Ullenbruch.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

Mozell H. Booker
Chairperson

DRAFT

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: December 2, 2015

AGENDA TITLE:	Cooperative Extension/Fluvanna County Memorandum of Understanding				
MOTION(s):	I move to approve the Memorandum of Understanding between the Virginia Cooperative Extension (Virginia Tech and Virginia State University) and Fluvanna County.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Bobby Popowicz				
PRESENTER(S):	Bobby Popowicz				
RECOMMENDATION:	Approval				
TIMING:					
DISCUSSION:	The attached MOU is a standard agreement between the Cooperative Extension and Fluvanna County. The MOU has been vetted by Fluvanna County Legal Counsel.				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x				X

Memorandum of Understanding
between
Virginia Cooperative Extension
(Virginia Tech and Virginia State University)
and the
County of Fluvanna, Virginia

Introduction

Established in 1914, Cooperative Extension was designed as a partnership of the U.S. Department of Agriculture, the Land-Grant Universities, and local governments. Today, Virginia Cooperative Extension provides research based educational programs to the people of the Commonwealth through Extension Agents in 106 county and city offices. Local citizens are engaged in helping Extension agents design, implement and evaluate educational programs in the areas of Agriculture and Natural Resources, 4-H Youth Development, Family and Consumer Sciences, and Community Viability to address the educational needs of local residents.

Agriculture and Natural Resources

Agriculture and natural resources (ANR) programs help sustain the profitability of agricultural and forestry production and enhance and protect the quality of our land and water resources. We help the agriculture industry use the most current technology and management practices to develop strong businesses that prosper in today's economy. We deliver programs that help put research-based knowledge to work for Virginia's agriculture industry.

4-H Youth Development

4-H is a community of young people across America who are learning leadership, citizenship, and life skills. 4-H, the largest comprehensive youth development program in the nation, educates young people, ages 5-18, through a variety of experiential techniques that encourage hands-on, active learning.

Family and Consumer Sciences

Virginia Cooperative Extension views the family unit as the cornerstone of a healthy community. We strive to improve the well-being of Virginia families through programs that help participants put research-based knowledge to work in their lives in the areas of family financial management, family and human development, and nutrition education.

Community Viability

Community viability programs are dedicated to strengthening communities and their economic viability by creating innovative programs that allow citizens and local governments to respond to local issues. Our faculty can assess community needs, design a plan of action, and determine the appropriate delivery method suitable for various programs.

I. Purpose of Memorandum

The purpose of the memorandum of understanding is to establish a mutual agreement between Virginia Cooperative Extension and, the County of Fluvanna related to Extension's administration, programs, personnel, and financial arrangement.

II. Administrative Responsibility

Extension faculty (Unit Coordinator and Agents) in the Fluvanna County Extension office will report administratively to the Virginia Cooperative Extension District Director.

The District Director appoints a Unit Coordinator for the Fluvanna County office after consultation with local government. The Unit Coordinator will supervise the support staff in the County Extension Office, and is responsible for office operations. Also, the Unit Coordinator is responsible for those additional assignments which are mutually agreed to by Virginia Cooperative Extension and Fluvanna County. Appointment of the Unit Coordinator may require a local interview when multiple faculty members express interest in this role.

III. Program Responsibility

Programs will be developed in accordance with the Virginia Cooperative Extension programming process. This process involves citizens in the determination and implementation of programs that will address their needs. Supervision of the total program will be under Virginia Cooperative Extension with the expectation that there will be close program coordination and collaboration with local government, and other key agencies and organizations. Reports of Extension programs and program impacts will be provided to the local government annually or as requested.

IV. Personnel

There may be two types of employees within a Virginia Cooperative Extension office. These are employees of Virginia Cooperative Extension and employees of Fluvanna County assigned to Virginia Cooperative Extension.

Virginia Cooperative Extension employees are those employees who are pay-rolled by Virginia Cooperative Extension and may be funded 100 percent by Fluvanna County, or funded jointly by Virginia Cooperative Extension and Fluvanna County. These employees will be employed through the procedures prescribed by the Commonwealth of Virginia and the Virginia Tech EEO/Affirmative Action Program. A minimum of one-third combined local funding is required for funding extension agents.

Local government input will be sought on the selection of Virginia Cooperative Extension personnel and on their annual performance evaluation. The District Director will work with local government to secure this input.

Any employees pay-rolled by Fluvanna County and assigned to Virginia Cooperative Extension will be employed in accordance with the local government's established hiring procedures. Virginia Cooperative Extension is not liable for actions of County employees and the County is not liable for actions of Virginia Cooperative Extension employees.

Virginia Cooperative Extension agents are Faculty of the University and subject to the guidelines of the Faculty Handbook. Virginia Cooperative Extension employees who are members of the State of Virginia Personnel Classification System are subject to system guidelines, including salaries and employee benefits. Wage employees pay-rolled by Virginia Cooperative Extension are subject to the applicable state and university guidelines. Wage employees pay-rolled by Fluvanna County and assigned to Virginia Cooperative Extension are subject to applicable County guidelines.

The title of Extension Agent is reserved for the employees of Virginia Cooperative Extension. No County employee can assume the title of Extension Agent.

V. Financial Arrangement

Virginia Cooperative Extension will annually submit a formal budget request for Fluvanna County funds to support the Extension program. The guidelines for the budget are:

Salaries and Employee Benefits

VCE Employees

Virginia Cooperative Extension will payroll all Extension employees and will bill Fluvanna County for the locality's portion of salaries and benefits on a quarterly basis. Virginia Cooperative Extension will pay employee benefit costs on the state portion of salaries. The percentage of employee benefits to be applied to salary costs will be requested in the local budget document.

This includes Virginia Cooperative Extension (VCE) employees funded 100 percent by VCE, funded 100 percent by Fluvanna County, or funded jointly by VCE and the County.

Salary adjustments for Extension Agents are based on an annual evaluation. The local government will be asked by the District Director to provide input into Extension Agents' evaluations. Fluvanna County is responsible for the local portion of the approved salary increase. Salary increases will be designated by the University Board of Visitors for Extension employees. By contrast, when the locality provides a

raise to their employees, this does not apply to Virginia Cooperative Extension employees.

Staff Support

Virginia Cooperative Extension agrees to provide Faculty Specialist assistance from Virginia Tech and Virginia State University, base level secretarial support, university laboratory services both fee based and non-fee based, office equipment, publications, travel funds, office supplies, postage budget, personal computers, in-service education, and program development support to the extent of budget limitations.

Fluvanna County agrees to provide office space, meeting room space, kitchen facilities, appropriate insurance, custodial services, additional secretarial assistance (if needed), and telephone service. The County agrees, as funding permits, to provide printing, equipment, supplies, training opportunities, information technology support, and travel funds not furnished by Virginia Cooperative Extension and approved by the County.

VI. Amendment

This memorandum supersedes all previous versions. It may be further amended upon written consent of the parties involved. However, before the memorandum can be terminated by either party, a three month notice must be given in writing to the appropriate party.

The following representatives of Virginia Cooperative Extension and Fluvanna County agree to the above MOU and attached Appendices.

_____ Unit Coordinator	_____ Date
_____ Fluvanna County Representative	_____ Date
_____ District Director	_____ Date
_____ Director, Virginia Cooperative Extension	_____ Date

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 2, 2015

AGENDA TITLE:	FY16 BOS Contingency Budget Transfer for Cunningham & Columbia Schools Advertising				
MOTION(s):	I move the Board of Supervisors approve a FY16 budget transfer for \$2,500 from the BOS Contingency to the Board of Supervisors Advertising budget for services relating to the real estate marketing of Columbia and Cunningham Schools.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	<p>There are ongoing costs relating to the sale of Cunningham and Columbia schools which are not currently in the FY16 Board of Supervisors budget.</p> <ul style="list-style-type: none"> • Newspaper Advertising • Web Advertising/Subscriptions • Signs 				
FISCAL IMPACT:	<p>The following FY16 budget changes will be made:</p> <ul style="list-style-type: none"> • Decrease: BOS Contingency, \$2,500 • Increase: Board of Supervisors Advertising budget, \$2,500 <p>BOS Contingency balance is \$99,250 prior to this action</p>				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 2, 2015

AGENDA TITLE:	FY16 Schools Supplemental Appropriation Request for Chesapeake Bay Trust Grant Funds.				
MOTION(s):	I move the Board of Supervisors approve the supplemental appropriation of \$4,540.00 in the FY16 Fluvanna County Public Schools budget for Chesapeake Bay Trust Grant Funds from other local sources.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Ed Breslauer, Schools Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	Fluvanna County Public Schools has received \$4,540.00 in additional Other Local grant funds to support a high school program that involves students taking water samples from the pond at FCHS and from the Rivanna River.				
	This will increase the schools Other Local sources funding from \$894,686.66 to \$899,226.66. This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
FISCAL IMPACT:	There is no local match required.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 2, 2015

AGENDA TITLE:	FY16 Schools Supplemental Appropriation Request for I3 Grant Funds.				
MOTION(s):	I move the Board of Supervisors approve the supplemental appropriation of \$50,889.00 in the FY16 Fluvanna County Public Schools budget for I3 Grant Funds from other local sources.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Ed Breslauer, Schools Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	Fluvanna County Public Schools has received \$50,889.00 in additional Other Local grant funds. This grant is a STEM effort and Fluvanna is partnering on the grant with Albemarle and Charlottesville schools. This funding covers class materials, supplies and equipment.				
	This will increase the schools Other Local sources funding from \$899,226.66 to \$950,115.66.				
	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
FISCAL IMPACT:	There is no local match required.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 2, 2015

AGENDA TITLE:	FY16 Schools Proactive and Remedial Education Budget Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve the supplemental appropriation of \$6,672.30 in the FY16 Fluvanna County Public Schools budget from the State of Virginia to provide proactive and remedial educational services for students.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Ed Breslauer, Schools Director of Finance				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	<p>Fluvanna County Public Schools have received additional State funds to assist with providing proactive and remedial educational services.</p> <p>This supplemental appropriation will increase the Schools FY16 State Funds Budget from \$19,338,895.30 to \$19,345,567.60 and will authorize staff to appropriate the additional revenue and expense.</p>				
FISCAL IMPACT:	There is no County match required.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: December 2, 2015

AGENDA TITLE:	Approval of Open Space Contract for John F. & Patricia A. Martin				
MOTION(s):	I move to approve the open space contract for Mr. & Mrs. Martin for Tax Map Parcels 11-12-3 and 11-12-4; agreement shall remain in effect for a term of five (5) consecutive years.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	-Mr. & Mrs. Martin's executed open space contract -Map of parcels				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 23 day of November, 2015, by and between **John F. & Patricia A. Martin**, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

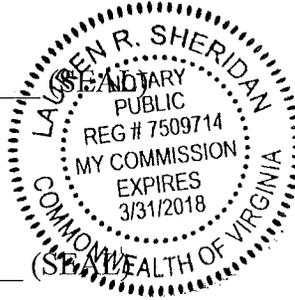
1. This agreement shall apply to all the following described real estate:
Tax Map Parcels: 11-12-3 (12.247 acres)
11-12-4 (14.718 acres of 16.718 total acres)
Totaling: 26.965 acres
2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of five (5) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

John F Martin
Landowner

Patricia A Martin
Co-owner (s)



**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

John + Patricia Martin, Landowner (s)

on this 23rd day of November, 2015.

My commission expires: March 31, 2018

Lauren R Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

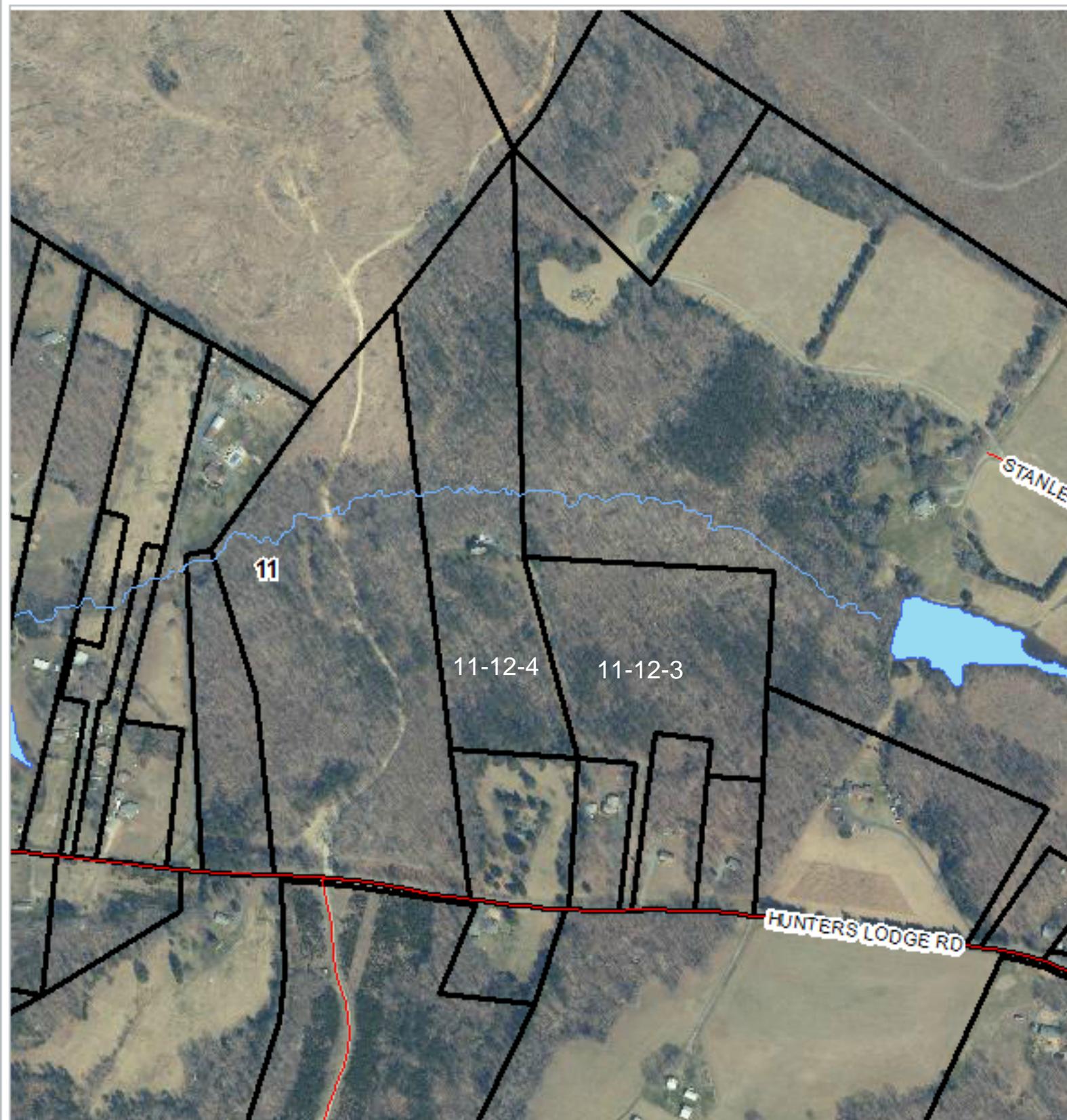
The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

Notary Public



Scale: 1:9027.977411

Date: 11/23/2015

Printed By: Commissioner's Office

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the internet is specifically authorized by the Code of Virginia §58.1-3122.2(as amended).

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: December 2, 2015

AGENDA TITLE:	Approval of Open Space Contract for Mark L. & Margaret M. Anderson, trustees of the Anderson Revocable Trust et al				
MOTION(s):	I move to approve the open space contract for Mr. & Mrs. Anderson for Tax Map Parcel 33-A-4A; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	-Mr. & Mrs. Anderson's executed open space contract -Map of parcel				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 30TH day of SEPTEMBER, 2015, by and between Mark L. & Margaret M. Anderson, trustees of the Anderson Revocable Trust et al, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

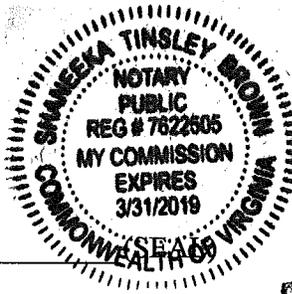
Tax Map Parcel: 33-A-4A (38 acres in open space of 40 total acres)

2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of ~~FIFTEEN~~ (15) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

[Signature]
Landowner



Margaret M Anderson (SEAL)
Co-owner (s)

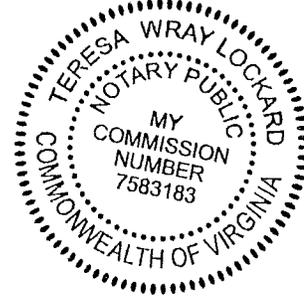
~~County of Fluvanna~~
~~Commonwealth of Virginia~~
The foregoing instrument was acknowledged
before me this 30 day of September
2015 by
Mark Anderson
(Name of person seeking acknowledgment)
Shaneka Brown
~~Notary Public~~
~~My Commission Expires~~ 03/31/2019

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by
Mark and Margaret Anderson, Landowner (s)
on this 29th day of September, 2015.

My commission expires: March 31, 2018

[Signature]
Notary Public



COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

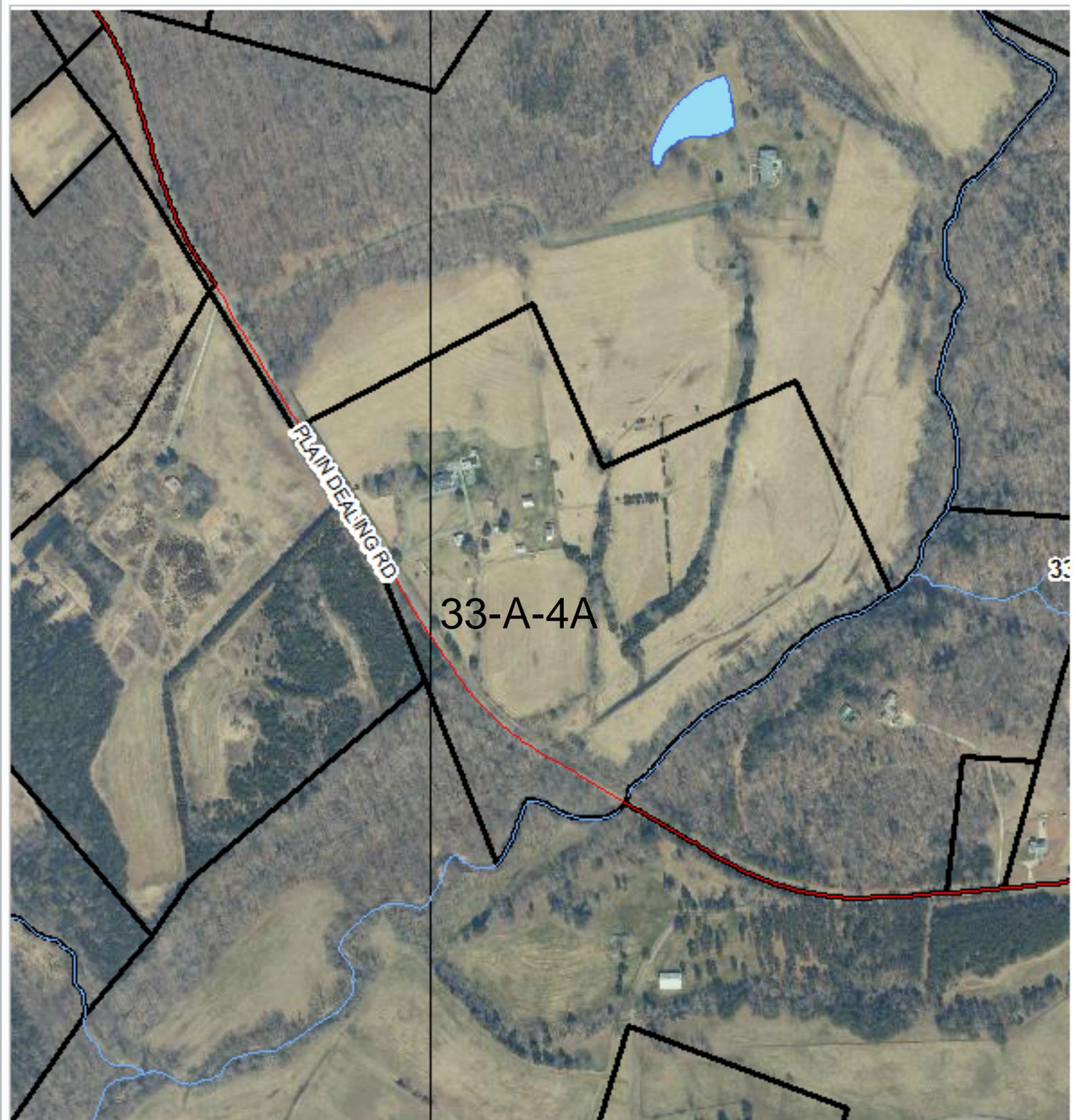
STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by
_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

Notary Public



Scale: 1:9027.977411

Date: 11/23/2015

Printed By: Commissioner's Office

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the internet is specifically authorized by the Code of Virginia §58.1-3122.2(as amended).

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: December 2, 2015

AGENDA TITLE:	Approval of Open Space Contract for Matthew R. & Sherry G. Esch				
MOTION(s):	I move to approve the open space contract for Mr. & Mrs. Esch for Tax Map Parcel 56-1-5; agreement shall remain in effect for a term of ten (10) consecutive years.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	-Mr. & Mrs. Esch's executed open space contract -Map of parcel				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 22 day of SEPTEMBER, 2015, by and between Matthew R. & Sherry G. Esch, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 56-1-5 (18.59 acres in open space of 20.59 total acres)

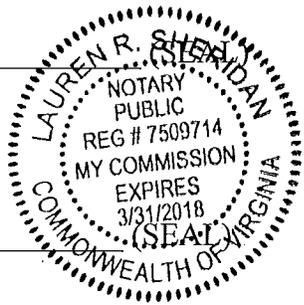
2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of ten (10) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

[Signature]

Landowner



Sherry J Esch

Co-owner (s)

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

Matthew + Sherry Esch, Landowner (s)

on this 22 day of September, 2015.

My commission expires: 3/31/2015

Lauren R. Sheridan

Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

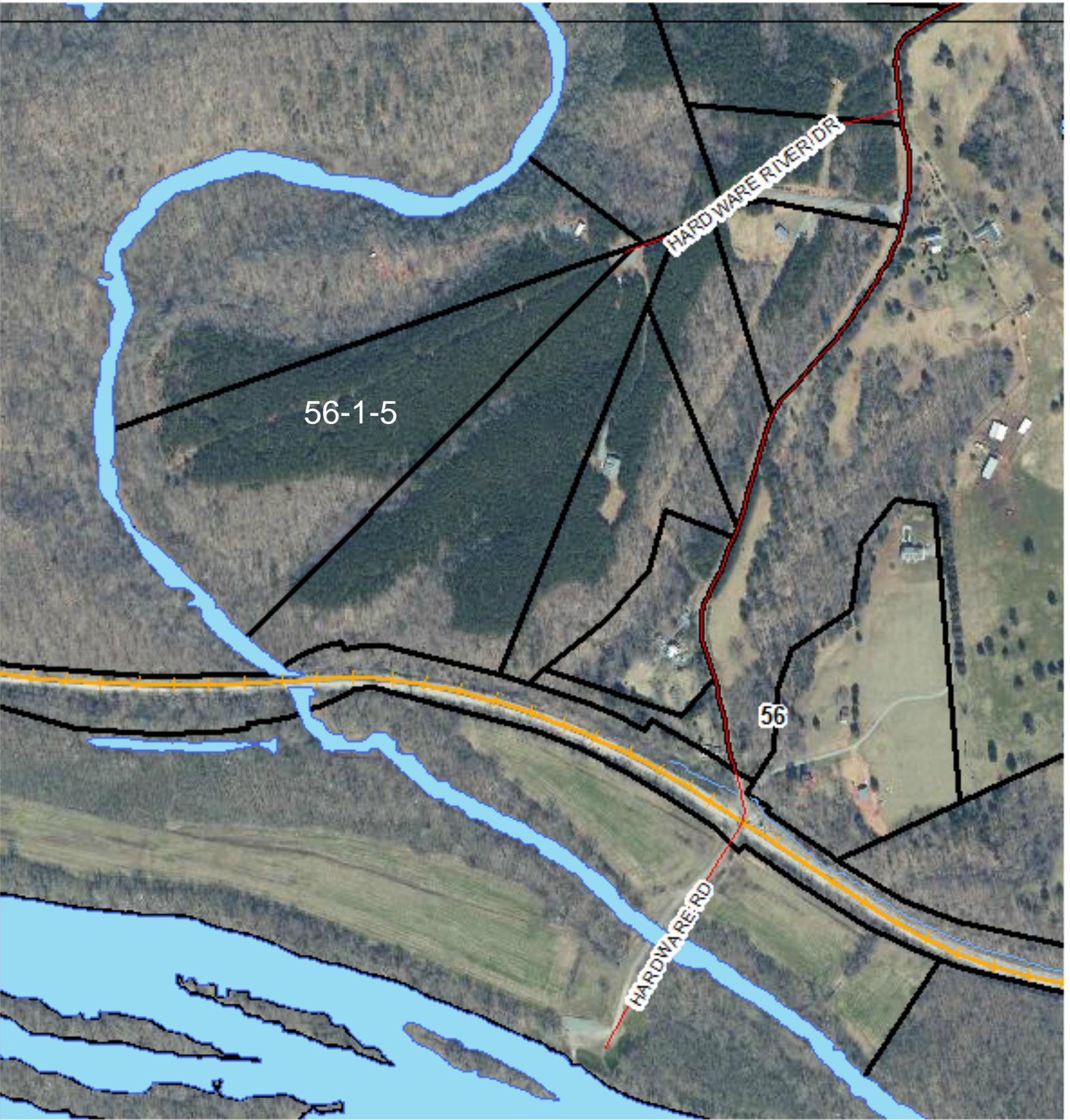
The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

Notary Public



Scale: 1:9027.977411

Date: 11/23/2015

Printed By: Commissioner's Office

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**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: December 2, 2015

AGENDA TITLE:	Approval of Open Space Renewal Contract for Jerome P. Charba, trustee of the Jerome P. Charba Trust				
MOTION(s):	I move to approve the open space renewal contract for Mr. Jerome P. Charba, trustee of the Jerome P. Charba Trust, for Tax Map Parcel 43-8-3; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	-Mr. Charba's executed open space contract -Map of parcel				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 24th day of September, 2015, by and between **Jerome P. Charba, Trustee of the Jerome P. Charba Trust**, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 43-8-3 (13.02 acres in open space of 15.02 total acres)

2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.

G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:

- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
- 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.

H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.

I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.

J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.

K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.

3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of

L. Keen (15) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

Jerome P. Charba
Landowner



_____ (SEAL)
Co-owner (s)

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by
Jerome P. Charba, Landowner (s)
on this 24th day of September, 2015.
My commission expires: 3/31/2015

Lauren R. Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

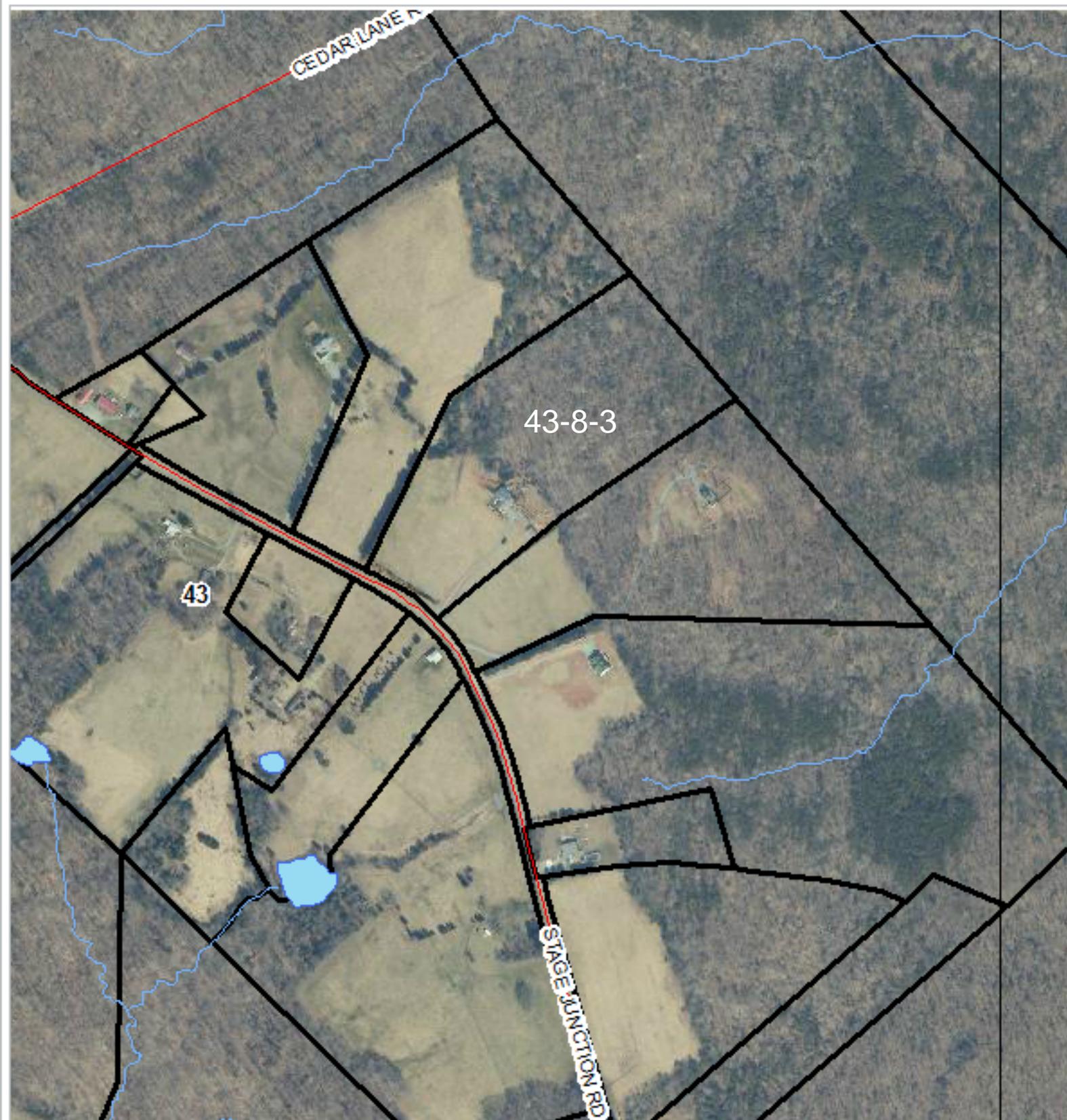
**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by
_____, Fluvanna County Administrator
on this _____ day of _____, _____.
My commission expires: _____

Notary Public

Jerome P. Charba trustee of the Jerome P. Charba Trust

Map number 43-8-3 located at 5792 Stage Junction Road, Columbia, VA 23038



Scale: 1:9027.977411

Date: 11/23/2015

Printed By: Commissioner's Office

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**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: December 2, 2015

AGENDA TITLE:	Approval of Open Space Renewal Contract for David C. & Edith A. Feisner				
MOTION(s):	I move to approve the open space renewal contract for Mr. & Mrs. Feisner for Tax Map Parcel 40-10-3; agreement shall remain in effect for a term of ten (10) consecutive years.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	-Mr. & Mrs. Feisner's executed open space contract -Map of parcel				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 24 day of SEPT, 2015, by and between **David C. & Edith A. Feisner**, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 40-10-3 (12.5 acres in open space of 14.5 total acres)

2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
 - F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of TEN (10) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

David Clason

(SEAL)

Landowner

Edith Anderson Feiner

(SEAL)

Co-owner (s)

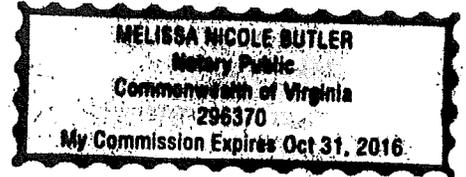
**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

David Feiner, Landowner (s)

on this 24 day of Sept, 2015.

My commission expires: Oct 31, 2016



[Signature]

Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

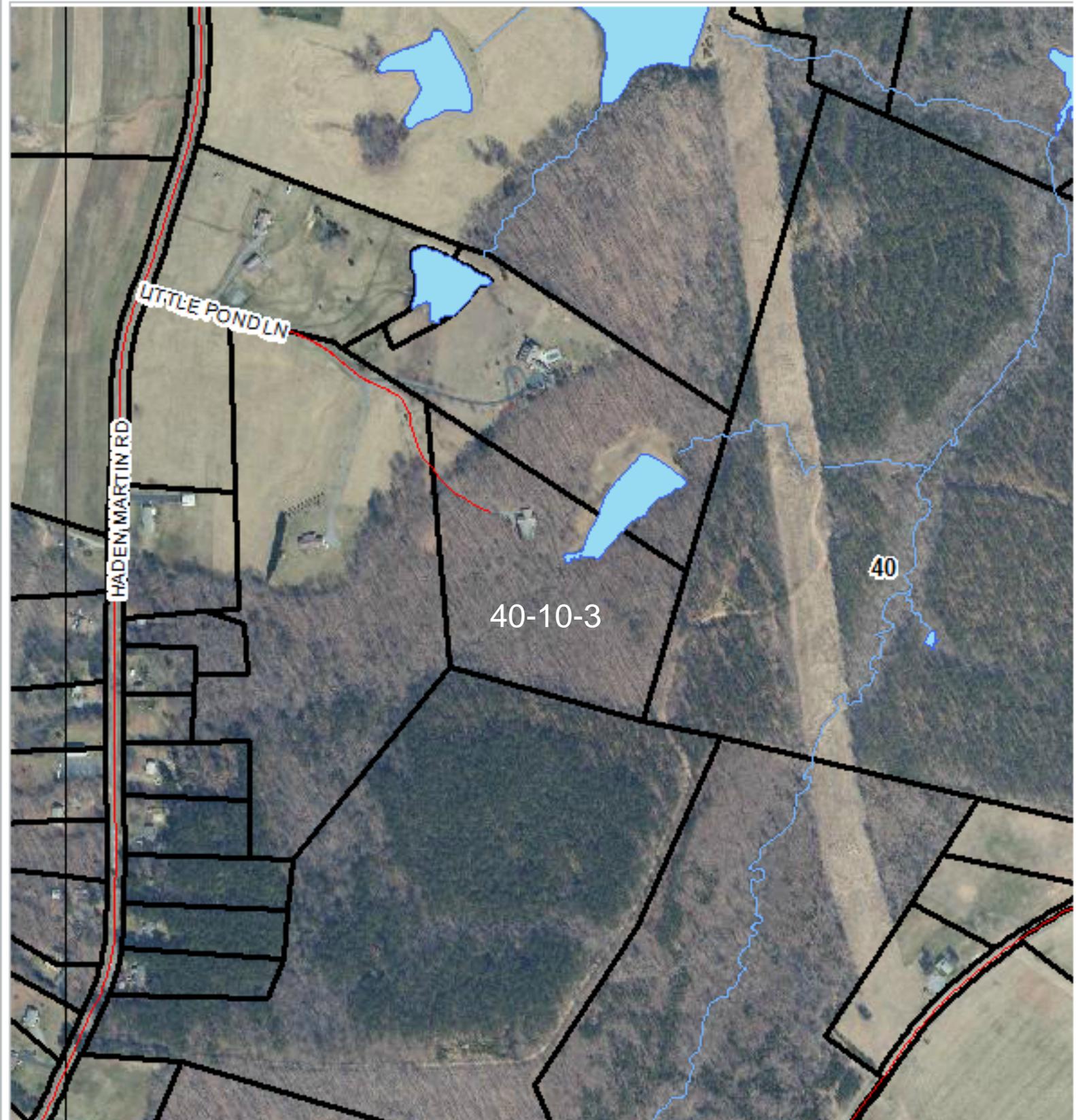
The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

Notary Public



Scale: 1:9027.977411

Date: 11/23/2015

Printed By: Commissioner's Office

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the internet is specifically authorized by the Code of Virginia §58.1-3122.2(as amended).

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: December 2, 2015

AGENDA TITLE:	Approval of Open Space Renewal Contract for Franklin K. & Julie K. Jones				
MOTION(s):	I move to approve the open space renewal contract for Mr. & Mrs. Jones for Tax Map Parcels 42-A-11 and 42-A-11S; agreement shall remain in effect for a term of fifteen (15) consecutive years.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	-Mr. & Mrs. Jones' executed open space contract -Map of parcels				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 5 day of Oct, 2015, by and between Franklin K. & Julie K. Jones, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcels: 42-A-11 (36.878 acres)
 42-A-11S (4.000 acres)
 Totaling: 40.878

2. The Grantor agrees that during the term of this agreement:
 - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
 - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
 - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
 - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
 - G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
 - 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
 - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
 - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
 - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
 - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County

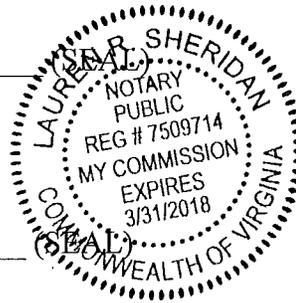
Code. Thereafter, this agreement shall remain in effect for a term of Fifteen (15) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE

GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

Franklin Keith Jones
Landowner

Julie K. Jones
Co-owner (s)



STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

Franklin + Julie Jones, Landowner (s)

on this 5th day of October, 2015.

My commission expires: 3/31/2018

Laureen R. Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

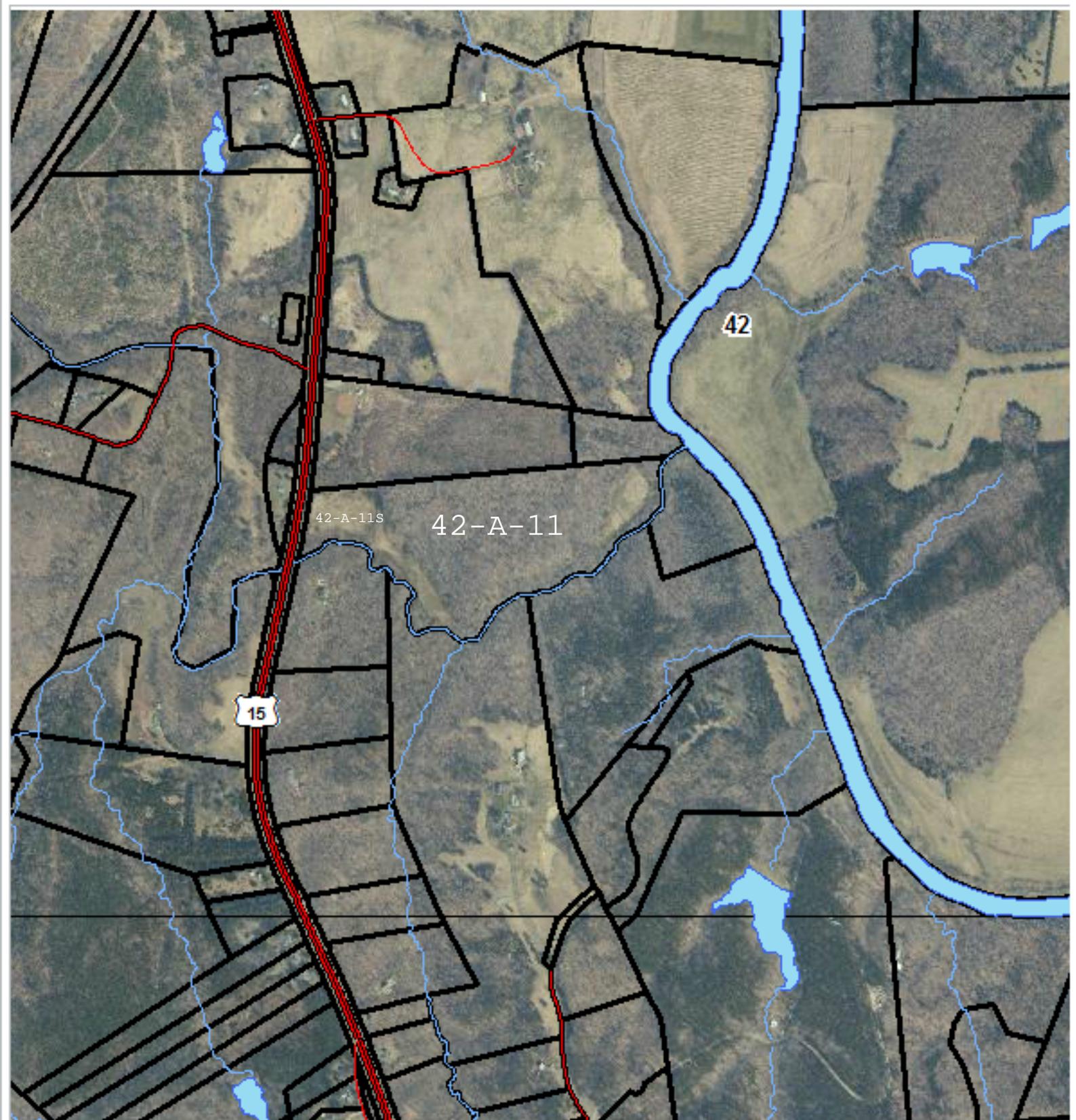
The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

Notary Public



Scale: 1:18055.954822

Date: 11/23/2015

Printed By: Commissioner's Office

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the internet is specifically authorized by the Code of Virginia §58.1-3122.2(as amended).

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: December 2, 2015

AGENDA TITLE:	Approval of Open Space Contract for William C. III & Linda Boisseau				
MOTION(s):	I move to approve the open space contract for Mr. & Mrs. Boisseau for Tax Map Parcels 51-14-3 and 51-14-3B; agreement shall remain in effect for a term of five (5) consecutive years.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	These properties qualify for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	-Mr. & Mrs. Boisseau's executed open space contract -Map of parcels				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this 24 day of November, 2015 by and between **William C. III & Linda Boisseau**, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcels: 51-14-3 (12.208 acres)

51-14-3B (10.00 acres)

Totaling: 22.208 acres

2. The Grantor agrees that during the term of this agreement:

- A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
- B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
- C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
 - 1) on the Property as of the date of this agreement; or
 - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
- D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
- E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.
- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.

- G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Grantor may:
- 1) engage in agricultural, horticultural or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan), and
 - 2) remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
- H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
- I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
- J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
- K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a term of Five (5) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

William C. Boisseau

Landowner



Linda J. Boisseau

Co-owner (s)

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

William + Linda Boisseau, Landowner (s)

on this 24 day of November, 2015.

My commission expires: 3/31/2018

Lauren R. Sheridan

Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____

County Administrator

**STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:**

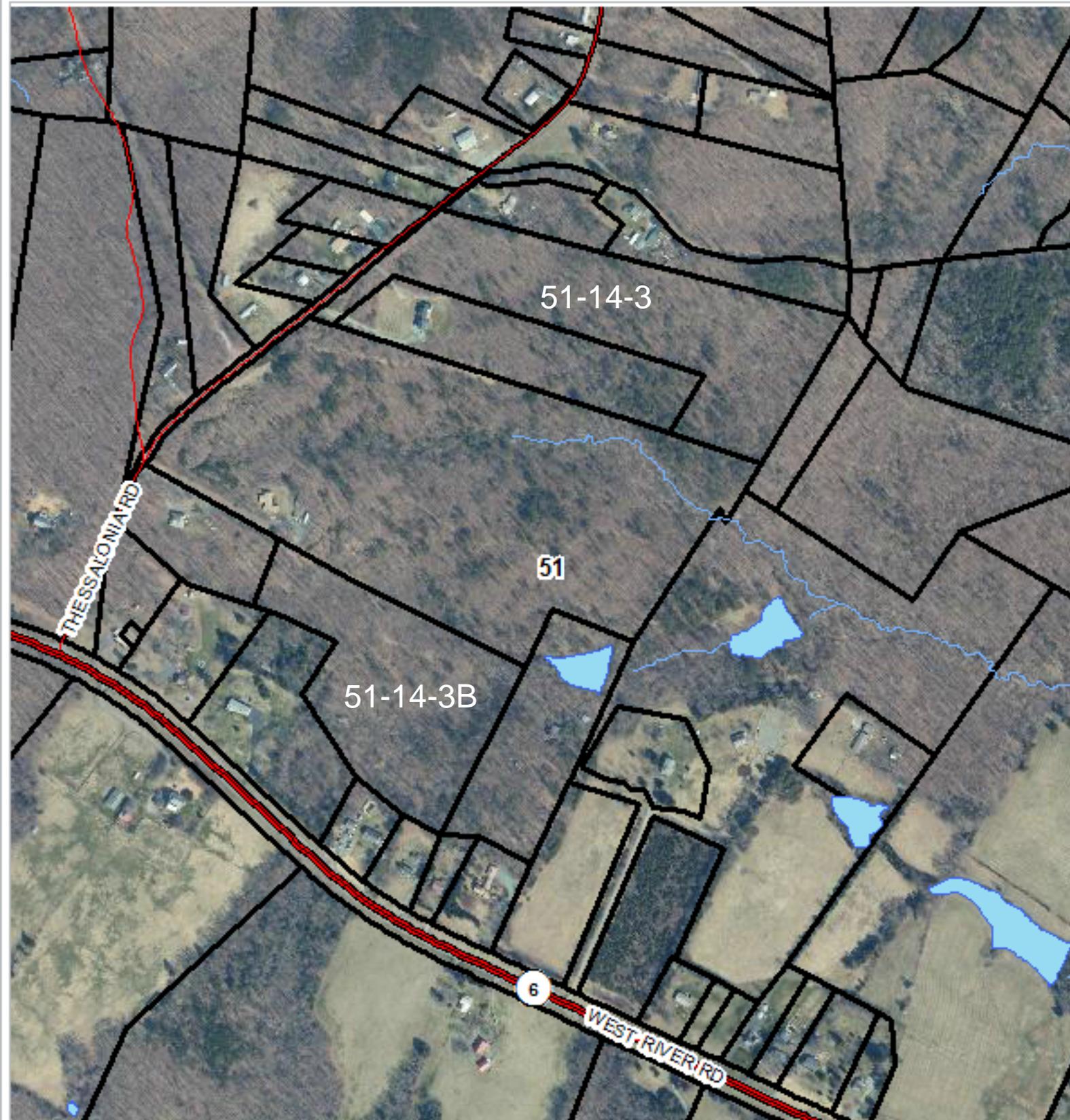
The foregoing instrument was acknowledged before me by

_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

Notary Public



Scale: 1:9027.977411

Date: 11/24/2015

Printed By: Commissioner's Office

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the internet is specifically authorized by the Code of Virginia §58.1-3122.2(as amended).

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: Dec 2, 2015

AGENDA TITLE:	Dominion Environmental Stewardship Grant Award				
MOTION(s):	I move to reappropriate the \$5,000.00 Dominion Environmental Stewardship Grand Award to be used for a pollinator garden fence, kiosks and interpretive signage at Pleasant Grove Park from FY15 to FY16.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Jason Smith/Parks and Recreation Director				
PRESENTER(S):	Mary Anna Twisdale				
RECOMMENDATION:	Approve				
TIMING:	Effective 7/1/15				
DISCUSSION:	<p>The grant was applied for in March 2015 and we were notified via email that our application was approved on April 10th. The check was to be received in May 2015 however it was not received until July 2015.</p> <p>There were no expenditures for this project in FY15. We wish to reappropriate the budget authority for this project to FY16.</p> <p>This grant will be used towards:</p> <ul style="list-style-type: none"> • Fence around Pollinator Garden supplies and materials to include PLOTSAYER. • Materials and supplies for 4 kiosks that will have interpretive and park signage/information for users. <ul style="list-style-type: none"> ○ This includes treated wood, screws, shingles, etc. for each kiosk station. ○ Interpretive park signage related to nature education and park policies will be included in these information stations. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 2, 2015

AGENDA TITLE:	SUP 15:08 – James River Water Authority				
MOTION(s):	I move that the Board of Supervisors [approve/deny/defer] SUP 15:08, a request for a special use permit to allow for major utilities with respect to the construction of a raw water supply system which includes a raw water intake and pump station with respect to 305.202 acres of Tax Map 53-A-62, 53-A62C, 53-A-61, 53-11-5, and 53-11-19, [if approved] subject to the nine (9) conditions listed in the staff report.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Jason Stewart, Planning & Zoning Administrator, Steve Tugwell, Senior Planner				
PRESENTER(S):	Jason Stewart, Planning & Zoning Administrator, Steve Tugwell, Senior Planner				
RECOMMENDATION(s):	At its meeting on September 23, 2015, the Planning Commission recommended approval of SUP 15:08 (4-1-0); Mr. Zimmer moved to approve; Mr. Gaines seconded; Ayes: Bibb, Gaines, Johnson, and Zimmer. Nays: Eager				
TIMING:	Current				
DISCUSSION:	Request for a special use permits to allow for major utilities to construct a raw water supply system which includes a raw water intake and pump station.				
FISCAL IMPACT:	-				
POLICY IMPACT:	The Board of Supervisors may: <ul style="list-style-type: none"> • Approve these requests, allowing the major utilities; OR • Deny this request, preventing the major utilities; OR • Defer this request and make a final decision at a later date. 				
LEGISLATIVE HISTORY:	Review of proposed major utilities in accordance with Chapter 22, Article 4 of the Fluvanna County Code (Zoning Ordinance: Uses permitted by special use permit only). Application SUP 15:08 was received on September 1, 2015. Planning Commission reviewed these requests on September 23, 2015.				

	This item was deferred from the October 21, 2015 Board of Supervisors meeting.				
ENCLOSURES:	Staff Report (with accompanying attachments)				
REVIEWS	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: SUP 15:08
Tax Map: See attached

From: Planning Staff
District: Columbia
Date: December 2, 2015

General Information: This request is to be heard by the Board of Supervisors on Wednesday, December 2, 2015 at 7:00 p.m. in the Circuit Courtroom in the Courts Building.

Owner/Applicant: JRWA/Timmons Group

Representative: James River Water Authority/Timmons Group

Requested Action: Request for a special use permit to allow for major utilities with respect to the construction of a raw water supply system. (Attachment A)

Location: The affected properties are located within the Columbia and Fork Union election districts. (Attachment B)

Existing Zoning: A-1, Agricultural, General

Existing Land Use: Agricultural and Residential

Planning Area: Rural Preservation

Adjacent Land Use: Adjacent properties are all zoned A-1, Agricultural, General.

Zoning History: None

Comprehensive Plan:

Land Use Chapter:

The Comprehensive Plan designates this property as within the Rural Preservation Planning Area. According to this chapter, *“The rural preservation areas are intended to be the least developed areas of the county. They are directly correlated with the rural preservation community element. Lark parks, agricultural and forestal districts, working farms, and passive open spaces should comprise most of the land use, with very low-density residential development (less than one unit every five acres).”*

Goal 1 of the Land Use chapter of the Comprehensive Plan states, *“to effectively implement the Comprehensive Plan land-use strategies and the Future Land Use Map”*.

Towards that end, *Implementation Strategy # 6 states the following: “Construct a public water line to the county’s urban development and community planning areas as feasible, and require development projects to provide any necessary infrastructure such as waste treatment facilities, telecommunication services, road improvements, and stormwater facilities for healthy, viable community planning areas.”* (Attachment C)

Infrastructure:

The vision section of the Infrastructure chapter of the Comprehensive Plan states that *“water and sewer infrastructure is critical to the long-term viability of communities in terms of cost-effectiveness and efficiency. These systems are carefully managed, and are accomplished in close cooperation with both the county and state, with particular attention to future operation and maintenance needs. Central systems are bonded if privately operated and maintained, and carefully regulated by state agencies. Consideration is given to the public operation of these systems, at least above a certain threshold as established by the county, and particularly in the community planning areas”*.

Additionally, *“Fluvanna’s 2013 agreement with Louisa County, through the jointly-held James River Water Authority (created under the Virginia Water and Waste Authorities Act), will result in a pipeline which draws water from the James River near Columbia on Fluvanna’s southern boundary for transmittal to Louisa County on Fluvanna’s northern boundary. The water line will closely follow the existing right-of-way of the Colonial Gas Line. Fluvanna County may, at future points, connect to the raw water line with “T” connections for distribution of water to the Community Planning Areas (the CPAs). However, any water transmitted through Fluvanna’s rural preservation districts should be raw, non-potable water, which can be treated for consumption at the CPAs. This measure is intended to mitigate the development pressures to rural areas generally associated with access to potable water”*.

The primary water source for the county's urban development area (UDA) is the *James River water line*, which is operated by a public utility authority. (Attachment D)

Analysis:

The proposed raw water pumping station will be approximately 40x60 in size, or 2,400 square feet. This building will be located on a 2.7+/- acre parcel that will be served by a 30-foot wide access and utility easement. The pumping station SUP comprises five (5) parcels which contain approximately 305 acres, however the actual area that will be utilized for easements and the facility itself make up only a fraction of that area. The exterior façade of the pumping facility is planned to be earth-toned split-faced block.

The main objective and purpose of this project is to convey raw water which will supply long-term water needs of both Fluvanna and Louisa counties.

The applicant has stated that *“the raw waterline will be buried in the ground anywhere from three (3) feet to eight (8) feet for the entire length of the pipe through Fluvanna County. During construction, the surrounding property/neighborhood owners will see and hear construction crews and equipment working to install the piping in the ground. Upon completion of the project, the disturbed ground will be returned to its original condition or better prior to the pipe crew leaving the area. Instances of erosion after stabilization will be addressed by the contractor upon being notified”*.

The applicant has also stated that, “The Fluvanna County Board of Supervisors signed and executed the Interjurisdictional Agreement with Louisa County, the Louisa County Water Authority (LCWA), and the James River Water Authority (JRWA) on October 2, 2013. Conforming to the terms set forth in the Interjurisdictional Agreement, the Fluvanna County Board of Supervisors voted to amend the Fluvanna County Comprehensive Plan on November 20, 2013 to allow and support this project, which will be located in the eastern end of the county in what is designated as rural preservation area. Furthermore, the Fluvanna County Board of Supervisors also approved and executed the James River Water Authority Service Agreement on April 1, 2015. It is JRWA's belief that this project is advantageous and important to the future growth of Fluvanna County and the actions of the Fluvanna County Board of Supervisors to date further signify our belief. JRWA also offers additional advantages including, but not limited to the following:

- 1) Long-term, sustainable water supply to meet your Long-Term Water Supply Plan needs;*
- 2) Economic Development Driver;*
- 3) 50% share of the raw water capacity.*

If SUP 15:08 for a major utility is approved, staff recommends the following nine (9) conditions:

1. Construction, operation, and maintenance of the raw waterline major utility shall comply with all local, State, and Federal requirements.
2. The project shall comply with all Virginia erosion and sediment control regulations as specified in the 1992 Virginia Erosion and Sediment Control Handbook as amended.

3. For construction of the raw waterline major utility occurring adjacent to existing development, adequate dust and siltation control measures shall be taken to prevent adverse effects on the adjacent property. It is intended that the present and future results of the proposed raw waterline major utility not create adverse effects on the public health, safety, comfort, or convenience, or value of the surrounding property and uses thereon.
4. Vehicular access to all residences along the affected right-of-ways shall be maintained at all times.
5. Except in cases of emergencies including prevention of danger to public health, safety, and welfare and a mediation of soil erosion and as requested by VDOT in the case of work done on public highways, all construction activity for the raw waterline major utility shall occur between 7:00 a.m. and 5:00 p.m. Monday through Saturday. Applicant shall comply with VDOT standards for performing open-cut sections on affected roadways.
6. The applicant shall avoid removing trees and bushes along the raw waterline major utility corridor, except as necessary in order to facilitate the utility. Trees and bushes damaged during construction shall be replaced with a tree or bush of equal type as approved by the Planning Director.
7. Any areas or land associated with this project that may become disturbed as a result of construction of the raw waterline major utility shall be restored to its original condition or better prior to the pipe crew's departure of the respective areas and/or land. This includes restoration of any/all areas of erosion.
8. Withdrawal and pumping facilities shall be so designed and built as to minimize sound propagation beyond the limits of buildings and other structures, to the maximum extent reasonably feasible.
9. The use that is permitted with this special use permit is limited to the raw water intake structure, raw water pumping facility and ancillary raw water pipelines, fittings and appurtenances, including reasonable temporary access routes for construction and permanent access roads for ongoing operations and maintenance.

When evaluating proposed uses for a special use permit, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance.

First, the proposed use should not tend to change the character and established pattern of the area or community.

The subject properties are located within the Rural Preservation Planning Area, within close proximity of existing agricultural and residential zoning and uses. The location of the proposed raw waterline major utility pipeline is predominately within the existing Central Virginia Electric Cooperative easement(s), therefore outside and beyond initial phases of construction, visible changes to the character and established pattern of this area should be minimal. The applicant has also stated in writing that they will restore any areas to their original state or better, should they become disturbed as a result of this process.

Second, the proposed use should be compatible with the uses permitted by-right in that zoning district and shall not adversely affect the use/or value of neighboring property.

Major utilities require a special use permit in the A-1 zoning district. The pumping station will be the approximate size of a medium-sized single-family dwelling, which is a by-right use in the A-1 zoning district.

Neighborhood Meeting: September 10, 2015

There were approximately thirty-five attendees at the Thursday, September 10, 2015 neighborhood meeting. The general questions, concerns and comments appeared to be with regard to the impact to personal property as a result of the construction of the waterline. There were also comments regarding potential noise that may be emitted from the raw water pump station, fair compensation for use of private property, and the proposed location of the waterline.

Attendees also wanted to know how the waterline may impact their real estate taxes, how the waterline may impact historic resources in the community, and who the owner and responsible parties will be of the waterline easement.

Technical Review Committee: September 10, 2015

No comments.

Planning Commission:

The Planning Commission considered these SUP requests at their September 23, 2015 meeting. There were twelve (12) speakers during the public hearing, most of whom appeared to be concerned with potential impacts that could result from the construction of the raw water intake and pump station. The Planning Commission discussed the requests, and voted 4-1-0 to recommend approval of SUP 15:08.

Board of Supervisors:

This item was deferred from the October 21, 2015 Board of Supervisors meeting.

Conclusion:

The Board of Supervisors should consider any potential adverse impacts that may be associated with this project.

Suggested Motion:

I move that the Board of Supervisors [**approve/deny/defer**] SUP 15:08, a request for a special use permit to allow for major utilities with respect to the construction of a raw water supply system which includes a raw water intake and pump station with respect to 305.202 acres of Tax Map 53-A-62, 53-A62C, 53-A-61, 53-11-5, and 53-11-19, [if approved] subject to the nine (9) conditions listed in the staff report.

Attachments:

- A – SUP 15:08 Application and site renderings and APO letter
- B – James River Water Project map
- C – Comprehensive Plan excerpt
- D - Comprehensive Plan excerpt

Copy: Andy Wade, Louisa County Water Authority, via email - awade@louisa.org;
Joe Hines via email - Joe.Hines@timmons.com
Pamela Baughman via email – pbaughman@louisa.org
The Planning Commission - planningcommission@fluvannacounty.org
Mr. Fred Payne, Esquire via email - fpayne@fluvannacounty.org
File

Received

SEP 01 2015



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

Application for Special Use Permit (SUP)

Planning Dept.

Owner of Record: POINT OF FORK FARM, LP

Applicant of Record: JAMES RIVER WATER AUTHORITY

E911 Address:

E911 Address: 132 MAIN STREET, PALMYRA, VA 22963

Phone:

Fax:

Phone: (434) 591-1910 Fax: (434) 591-1913

Email:

Email: snichols@fluvannacounty.org

Representative:

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

E911 Address:

Phone:

Fax:

Is property in Agricultural Forestal District? No Yes

Email:

If Yes, what district:

Tax Map and Parcel(s): 53 A 62C

Deed Book Reference: DB 277-612

Acreage: 22.93

Zoning: A-1

Deed Restrictions? No Yes (Attach copy)

Request for a SUP in order to: CONSTRUCT A RAW WATER SUPPLY SYSTEM

Proposed use of Property: UTILITY - RAW WATER SUPPLY

*Two copies of a plan must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections of the site.

Date: _____ Signature of Owner/Applicant: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: _____ Register # _____

My commission expires: _____

Certification: Date: _____

Zoning Administrator: _____

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY

Date Received: 09/01/15 Pre-Application Meeting: _____ PH Sign Deposit Received: _____ Application #: SUP 15 : 008

\$800.00 fee plus mailing costs paid: _____ Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail

Amendment of Condition: \$400.00 fee plus mailing costs paid: _____

Telecommunications Tower \$1,500.00 fee plus mailing costs paid: _____ \$5,500 w/Consultant Review paid: _____

Election District: Columbia Planning Area: Rural for services

Public Hearings

Planning Commission

Board of Supervisors

Advertisement Dates: Sept 2nd (10th + 17th)

Advertisement Dates: Sept 2nd (Oct 6th + 13th)

APO Notification: Sept 17th

APO Notification: Oct 5th

Date of Hearing: Sept 23rd

Date of Hearing: Oct 23rd

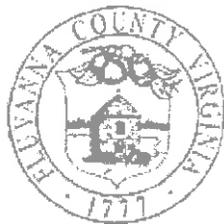
Decision: _____

Decision: _____

Received

SEP 01 2015

Planning Dept.



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Public Hearing Sign Deposit

Name: JAMES RIVER WATER AUTHORITY C/O FLUVANNA COUNTY ADMINISTRATOR

Address: 132 MAIN STREET, PO BOX 540

City: PALMYRA

State: VA Zip Code: 22963

I hereby certify that the sign issued to me is my responsibility while in my possession. Incidents which cause damage, theft, or destruction of these signs will cause a partial or full forfeiture of this deposit.

Applicant Signature

Date

*Number of signs depends on number of roadways property adjoins.

OFFICE USE ONLY	
Application #: BZA _____ : CPA _____ : SUP 15 : 008 ZMP _____ : ZTA _____ :	
\$90 deposit paid per sign*:	Approximate date to be returned: Oct 24th 2015

DESCRIBE BRIEFLY THE IMPROVEMENTS PROPOSED. STATE WHETHER NEW BUILDINGS ARE TO BE CONSTRUCTED, EXISTING BUILDINGS ARE TO BE REPAIRED, OR ADDITIONS MADE TO EXISTING BUILDINGS.

THE JAMES RIVER WATER AUTHORITY PROPOSES TO CONSTRUCT A NEW 24" DIAMETER RAW WATER PIPELINE. THE PROPOSED IMPROVEMENTS ASSOCIATED WITH THIS APPLICATION INCLUDE A BELOW GROUND 24" RAW WATER PIPELINE WHICH IS PART OF THE JAMES RIVER WATER AUTHORITY PROJECT. THERE WILL BE NO BUILDINGS CONSTRUCTED IN ASSOCIATION WITH THIS APPLICATION. THE RAW WATER PUMP STATION ASSOCIATED WITH THE OVERALL PROJECT IS THE ONLY BUILDING AND IT IS COVERED IN ANOTHER APPLICATION.

NECESSITY OF USE: DESCRIBE THE REASON FOR THE REQUESTED CHANGE:

THE USE IS TO CONVEY RAW WATER TO SUPPLY THE LONG TERM WATER NEEDS OF BOTH FLUVANNA COUNTY AND LOUISA COUNTY FOR THE FORESEEABLE FUTURE.

PROTECTION OF ADJOINING PROPERTY: DESCRIBE THE EFFECTS OF THE PROPOSED USE ON ADJACENT PROPERTY AND THE SURROUNDING NEIGHBORHOOD. WHAT PROTECTION WILL BE OFFERED ADJOINING PROPERTY OWNERS?

THE RAW WATERLINE WILL BE BURIED WITH A MINIMUM COVER OF 3'. DURING CONSTRUCTION, THE SURROUNDING PROPERTY/NEIGHBORHOOD OWNERS WILL SEE AND HEAR CONSTRUCTION CREWS AND EQUIPMENT WORKING TO INSTALL THE PIPING IN THE GROUND. UPON COMPLETION OF THE PROJECT, THE DISTURBED GROUND WILL BE RETURNED TO ITS ORIGINAL CONDITION OR BETTER PRIOR TO THE PIPE CREW LEAVING THE AREA. INSTANCES OF EROSION AFTER STABILIZATION WILL BE ADDRESSED BY THE CONTRACTOR UPON BEING NOTIFIED.

ENHANCEMENT OF COUNTY: WHY DOES THE APPLICANT BELIEVE THAT THIS REQUESTED CHANGE WOULD BE ADVANTAGEOUS TO THE COUNTY OF FLUVANNA? (SUBSTANTIATE WITH FACTS)

THE FLUVANNA COUNTY BOARD OF SUPERVISORS (FCBOS) SIGNED AND EXECUTED THE INTERJURISDICTIONAL AGREEMENT (IA) WITH LOUISA COUNTY, THE LOUISA COUNTY WATER AUTHORITY (LCWA) AND THE JAMES RIVER WATER AUTHORITY (JRWA) ON OCTOBER 2, 2013. CONFORMING TO THE TERMS SET FORTH IN THE IA, THE FCBOS VOTED TO AMEND THE FLUVANNA COUNTY COMPREHENSIVE PLAN ON NOVEMBER 20, 2013 TO ALLOW AND

SUPPORT THIS PROJECT, WHICH WILL BE LOCATED IN THE EASTERN END OF THE COUNTY IN WHAT IS DESIGNATED A RURAL PRESERVATION AREA. FURTHERMORE, THE FCBOS ALSO APPROVED AND EXECUTED THE JAMES RIVER WATER AUTHORITY SERVICE AGREEMENT ON APRIL 1, 2015. IT IS JRWA'S BELIEF THAT THIS PROJECT IS ADVANTAGEOUS AND IMPORTANT TO THE FUTURE GROWTH OF FLUVANNA COUNTY AND THE ACTIONS OF THE FCBOS TO DATE FURTHER SIGNIFY OUR BELIEF. JRWA ALSO OFFERS ADDITIONAL ADVANTAGES INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: 1) LONG TERM, SUSTAINABLE WATER SUPPLY TO MEET FLUVANNA COUNTY'S LONG TERM WATER SUPPLY PLAN NEEDS; 2) ECONOMIC DEVELOPMENT DRIVER; 3) POTENTIAL FOR REDUCED HOME OWNERS INSURANCE PREMIUMS ONCE THE HYDRANTS ARE INSTALLED; 4) 50 PERCENT SHARE OF THE RAW WATER CAPACITY.

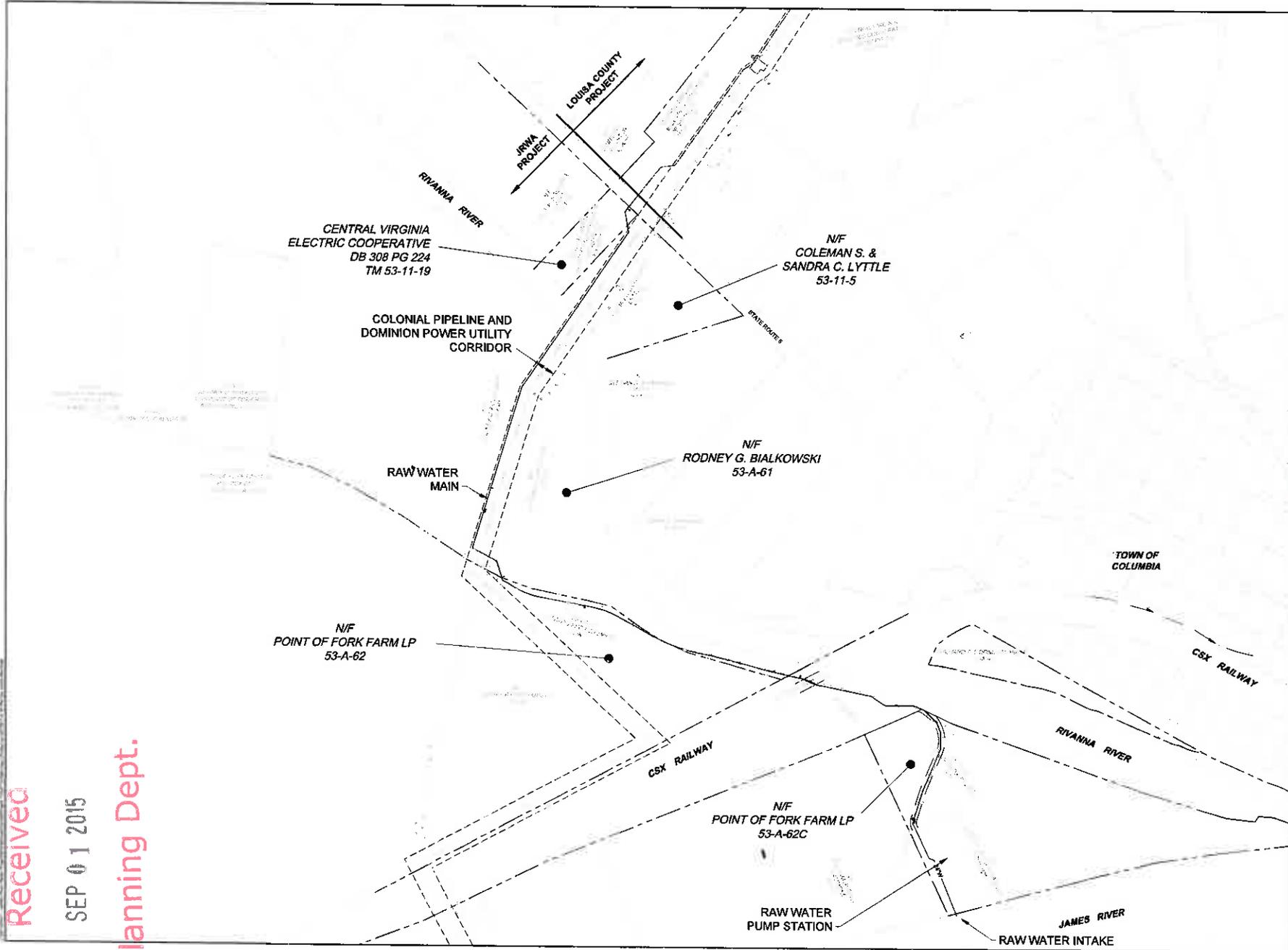
PLAN: FURNISH PLOT PLAN SHOWING BOUNDARIES AND DIMENSIONS OF PROPERTY, WIDTH OF ABUTTING ROW'S, LOCATION AND SIZE OF BUILDINGS ON THE SITE, ROADWAYS, WALKS, OFF-STREET PARKING AND LOADING SPACE, LANDSCAPING, ETC. ARCHITECT'S SKETCHES SHOWING ELEVATIONS OF PROPOSED BUILDINGS AND COMPLETE PLANS ARE DESIRABLE AND MAY BE REQUIRED WITH THE APPLICATION. REMARKS:

THE ATTACHED EXHIBITS DEMONSTRATE THE FINAL ROUTING OF THE RAW WATER PIPELINE THROUGH THE IDENTIFIED PARCELS TO JUST NORTH OF ROUTE 6. ALL OF THE REQUESTED EASEMENTS WILL BE PERMANENT. THE EXHIBITS IDENTIFY THE WIDTH OF THE NEW EASEMENT, THE LOCATION OF THE 24 INCH RAW WATER PIPELINE WITHIN THE NEW EASEMENT AND THE LOCATION OF THE NEW EASEMENT WITHIN THE CVEC EASEMENT (WHERE APPLICABLE).

Received

SEP 01 2015

Planning Dept.

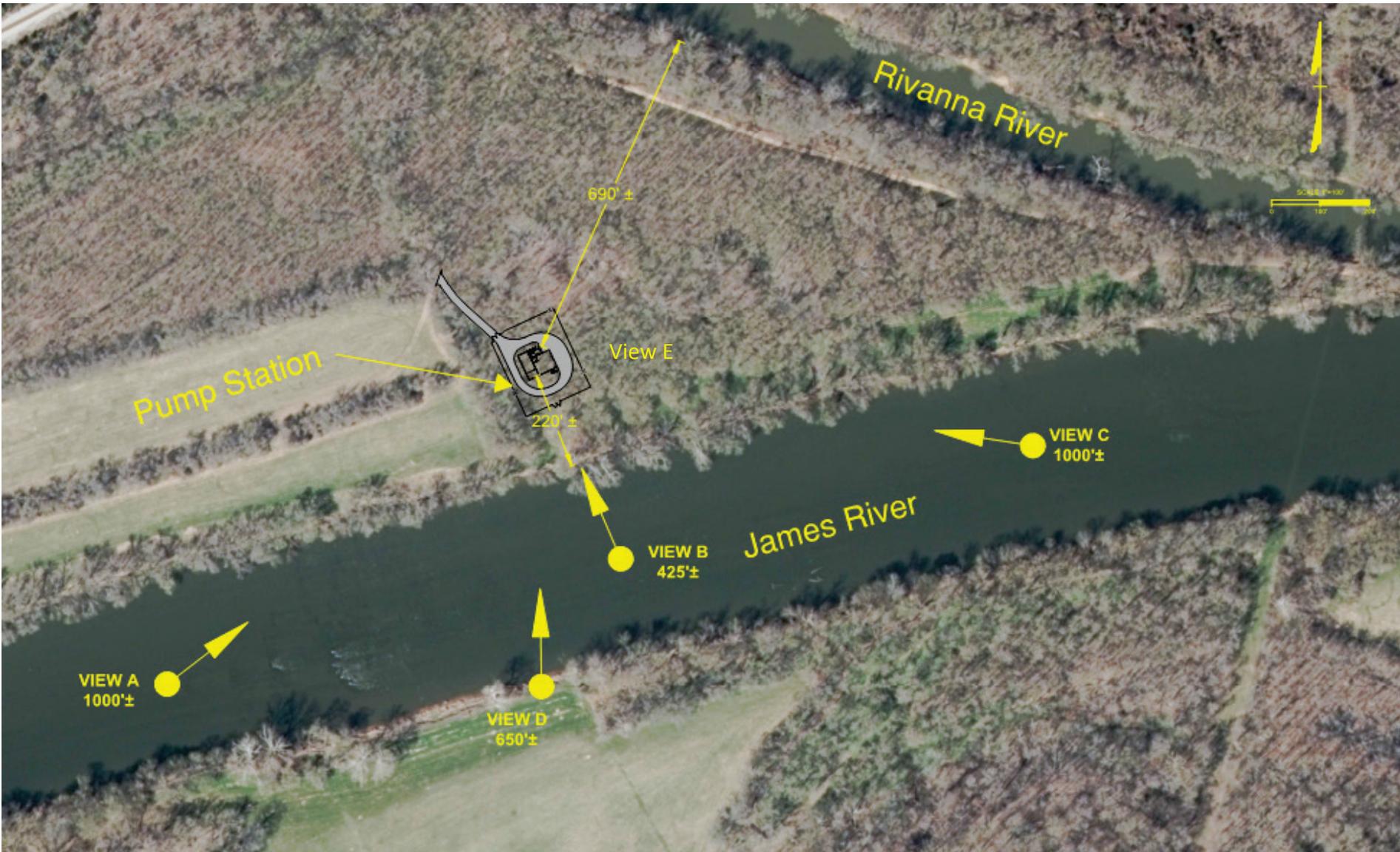


<p>THIS DRAWING REMAINS AT THE COMPANY'S OFFICE 1071 GARDNER ROAD, WOODBRIDGE, VA 22192 TEL: 844.300.6560 FAX: 844.300.6561 WWW.TIMMONSGROUP.COM</p>	
<p>YOUR VISION ACHIEVED THROUGH OURS</p>	<p>DATE JULY 31, 2015</p>
<p>Site Development</p>	<p>DATE</p>
<p>Residential</p>	<p>DATE</p>
<p>Infrastructure</p>	<p>DATE</p>
<p>Technology</p>	<p>DATE</p>
<p>DESIGNED BY J. MARSHALL</p>	
<p>DRAWN BY D. SAUNDERS</p>	
<p>CHECKED BY D. SAUNDERS</p>	
<p>SCALE AS SHOWN</p>	
<p>FAULCONER IN ASSOCIATION WITH TIMMONS GROUP AND MEB General Contractors</p>	
<p>JAMES RIVER WATER PROJECT JAMES RIVER WATER AUTHORITY SPECIAL USE PERMIT EXHIBIT</p>	
<p>JOB NO.</p>	<p>SHEET NO.</p>

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James River Water Authority

Rendering of River Water Pump Station



James River Water Authority

Rendering of River Water Pump Station

Attachment A



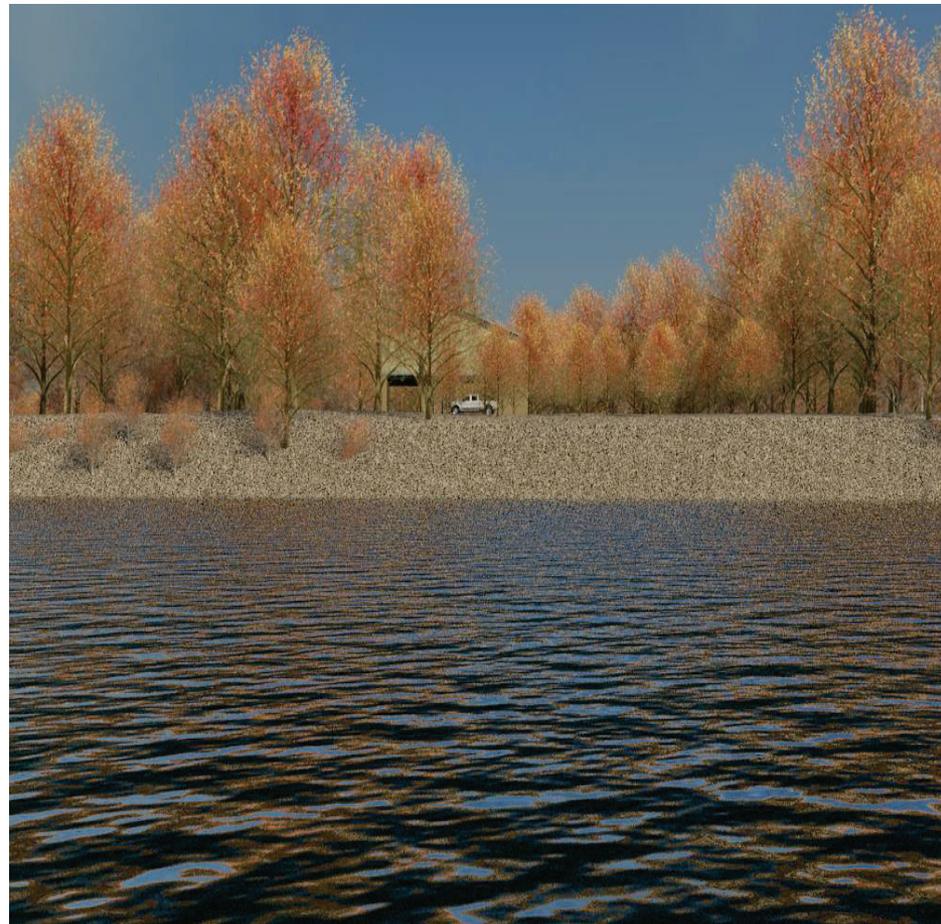
Spring

Fall

View A: Looking Down Stream; from 1000'

James River Water Authority

Rendering of River Water Pump Station



Spring

Fall

View B: Looking Directly at Pump Station; from 425'

James River Water Authority

Rendering of River Water Pump Station

Attachment A



Spring

Fall

View C: Looking Up Stream; from 1000'

James River Water Authority

Rendering of River Water Pump Station



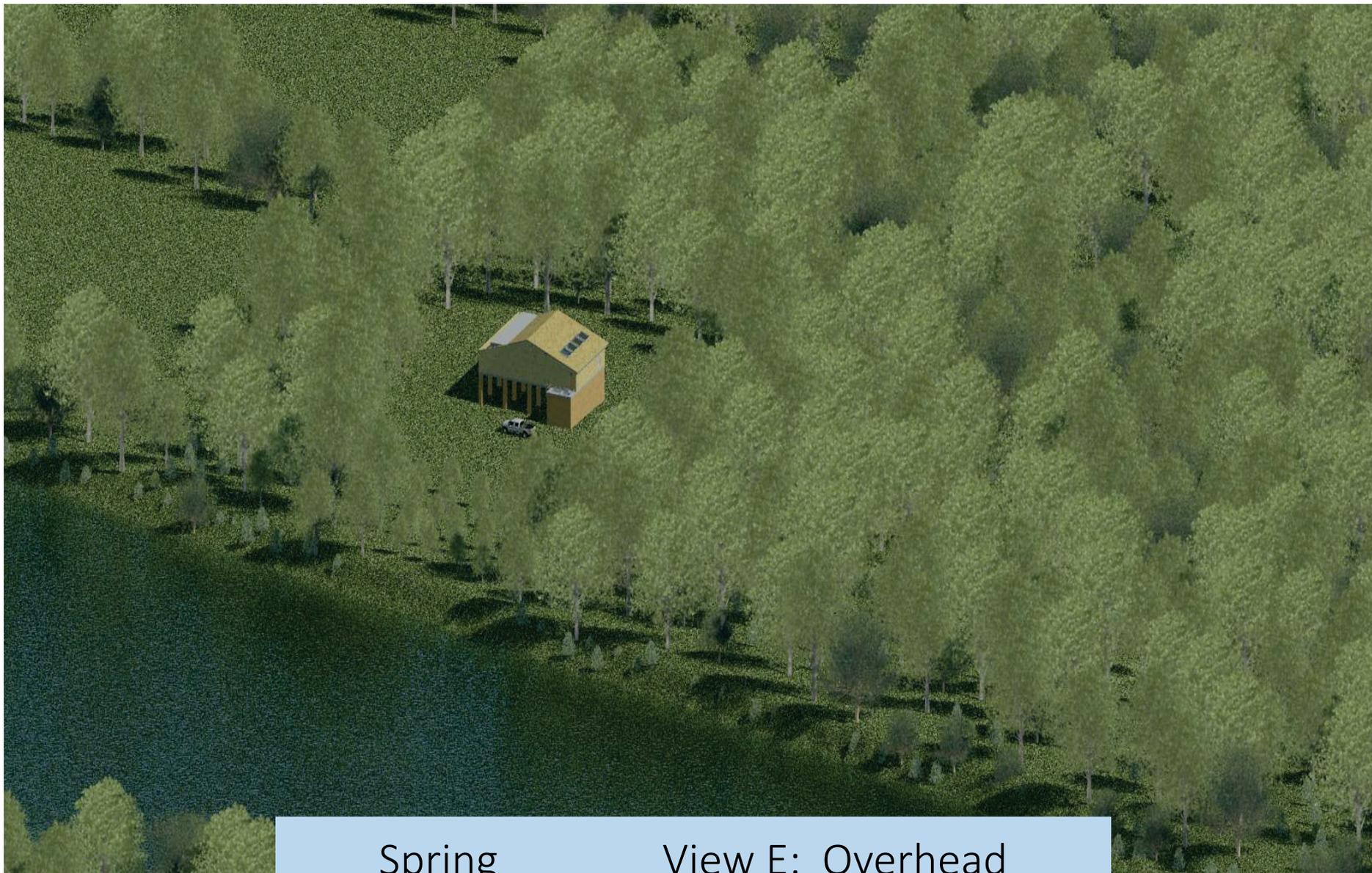
Spring

Fall

View D: From Opposite Side of River

James River Water Authority

Rendering of River Water Pump Station



Spring

View E: Overhead

Memorandum

DATE: November 17th, 2015
RE: Board of Supervisors APO Letter
TO: Jason Stewart
FROM: Deidre Creasy

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the December 2nd, 2015 Board of Supervisors meeting.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

Attachment A
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

NOTICE OF PUBLIC HEARING

November 16, 2015

«Owner»
«Address»
«City_State» «Zip_Code»
TMP# «TMP»

Re: Public Hearing on SUP 15:08

Dear «Owner»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced item as noted below:

Purpose: Board of Supervisor's Public Hearing
Day/Date: Wednesday, December 2, 2015
Time: 7:00 PM
Location: Fluvanna County Circuit Court Room, Palmyra, VA

The applicant or applicant's representative will be present at the Board of Supervisors meeting for the special use permit request that is described as follows:

SUP 15:08 – James River Water Authority – A request for a special use permit to allow for major utilities with respect to the construction of a raw water supply system which includes a raw water intake and pump station at the subject properties denoted by Tax parcel Numbers: 53-A-62, 53-A-62C, 53-A-61, 53-11-5, and 53-11-19. The properties are currently zoned A-1 (Agricultural General) and the properties are located in the Columbia and Fork Union Election Districts and encompass approximately 305.202 acres.

You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at: <http://fluvannacounty.org/government/bos/agendasactionsminutes>. You can also view the report in the Fluvanna County Planning and Zoning Department during working hours (8:00 am – 5:00 pm, Monday through Friday).

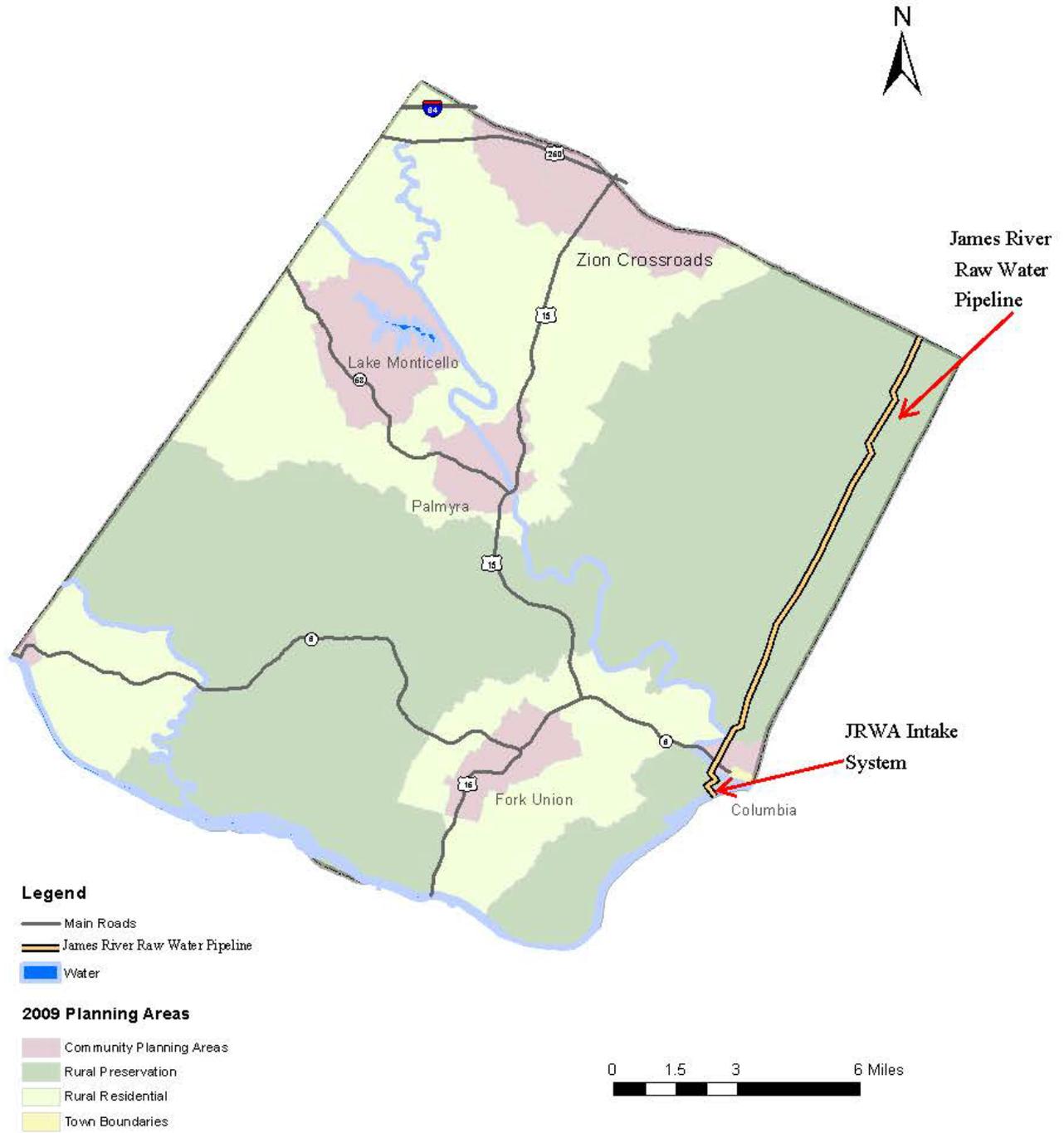
If you have any questions regarding this special use permit application or the Public Hearing, please contact me at 434-591-1910.

Sincerely,

Jason Stewart
Planning and Zoning Administrator

Sup 15:08 JRWA				
TMP	Name	Address	City, State	Zip
54A A 2	Richard & Donna Harry	467 Martin Kings Rd	Charlottesville, Va	22902
53 A 62C	Point of Fork Farm LP	P.O. Box 847	Columbia, Va	23038
61 A 4	William Hammond	415 Gillujms Ridge Rd	Charlottesville, Va	22903
53 11 19	Central Virginia Co-op	P.O. Box 247	Lovingston, Va	22949
53 11 5	Coleman & Sandra Lyttle	16251 Hunters Ridge Ln	Mosely, Va	23120
53 A 61	Rodney Bialkowski	1215 Point of Fork Rd	Fork Union, Va	23055
53 A 62	Point of Fork Farm LP	P.O. Box 847	Columbia, va	23038
53 11 4	Coleman & Sandra Lyttle	16251 Hunters Ridge Ln	Mosely, Va	23120
53 11 26	Paul & Sally Wylie	188 Scenic River Dr	Columbia, Va	23038
53 11 27	John & Susan Henry	14924 Alpine Bay Loop	Gainesville, Va	20155
53 11 18	Central Virginia Co-op	P.O. Box 247	Lovingston, Va	22949
53 A 67	Colonial Pipeline Co	P.O. Box 1624	Alpharetta, GA	30009
53 A 17A	Colonial Pipeline Co	P.O. Box 1624	Alpharetta, GA	30009
53 A 69	Kenneth B Johnston	3775 E . River Rd	Columbia, Va	23038
53 11 20	Kenneth Droege	351 Scenic River Dr	Columbia, Va	23038
53 11 17	William Dooley & Patricia Arndt	133 Scenic River Dr	Columbia, Va	23038
53 A 60	Arsenal At Point of Fork LLC	18 East Main St	Richmond, Va	23219
53 A 62A	Point of Fork Farm LP	P.O. Box 847	Columbia, Va	23038
53 A 63	Rodney Bialkowski Sr. Trust	1215 Point of Fork Rd	Fork Union, Va	23055
61 A 1	541 Goldsborough Lane LLC	1500 Stoneycreek Ct	Richmond, Va	23233

James River Water Project



COURSE OF ACTION

The county's land-use vision cannot be realized without achieving the following goals by implementing the recommended strategies. However, these strategies are in no way intended to bind the policies of the Board of Supervisors, but should be used as a guide to help form and adopt the major policies and fiscal decisions of the county. Not all future projects or policies can be foreseen in the formulation of any plan, which is why the plan should be amended as needed to help support policies of the county that are not initially included in the plan.

Goal 1: To effectively implement the Comprehensive Plan land-use strategies and the Future Land Use Map.

Implementation Strategies

1. Establish a portion of the Zion Crossroads Community Planning Area as the county's designated urban development area on the Future Land Use Map.
2. Create a planned unit development (PUD) zoning district to allow for the efficient implementation of the seven community planning elements in the context of traditional neighborhood development (TND) within the urban development area and each of the community planning areas.
3. Amend the current R-3 zoning district to allow for TND, and other neotraditional planning concepts, within the community planning areas as appropriate.
4. Revise the county's zoning and subdivision ordinances so those land-use tools are consistent with the Comprehensive Plan's goals and strategies.
5. Develop new zoning and subdivision regulations that will further the desired growth patterns and property uses, as well as help to protect the rural preservation area (e.g., subdivisions with density of less than one unit per five acres, new zoning districts for rural areas to encourage a variety of housing types and rural mixture of uses, and so on).
6. Construct a public water line to the county's urban development and community planning areas as feasible, and require development projects to provide any necessary infrastructure such as waste treatment facilities, telecommunication services, road improvements, and stormwater facilities for healthy, viable community planning areas.

The county's capital improvement program (CIP) serves as the major financial planning guide for expenditures toward capital facilities and equipment. It guides development of large-scale projects for which costs exceed the amount normally available in the annual budgeting process, such as water and sewer, or government buildings. The CIP helps to ensure that major projects, considered together, are within the fiscal reach of the county. The county continually reexamines the way it does business, uses cost/benefit analyses to evaluate proposed spending projects, and strives to achieve maximum efficiency and cost savings in its operations.

Water and sewer infrastructure is critical to the long-term viability of communities in terms of cost-effectiveness and efficiency. These systems are carefully managed, and are accomplished in close cooperation with both the county and state, with particular attention to future operation and maintenance needs. Central systems are bonded if privately operated and maintained, and carefully regulated by state agencies. Consideration is given to the public operation of these systems, at least above a certain threshold as established by the county, and particularly in the community planning areas. The primary water source for the county's urban development area (UDA) is the James River water line, which is operated by a public utility authority.

Transportation infrastructure will continue to be the responsibility more of localities than of the state. Given this reality, the burden for this infrastructure shifts, in large part, to the development community for both the creation of new roads and the maintenance of existing roads, as correlated with the projected impact of the traffic each project will generate. Alternative transportation infrastructure and systems such as greenways, trails, bicycle lanes, sidewalks, and transit systems are a vital part of a healthy and diverse transportation system. Alternative transportation infrastructure through walkable, mixed-use, mixed-income communities holistically addresses the needs of the citizenry within a small area.

The green infrastructure model effectively addresses stormwater issues from cost to sustainability, thereby ensuring quality and reduced quantity of stormwater runoff. Regional stormwater controls are placed throughout the county in cooperation with major developments and individual landowners along critical drainage areas. The county also strictly enforces its own stormwater management ordinance.

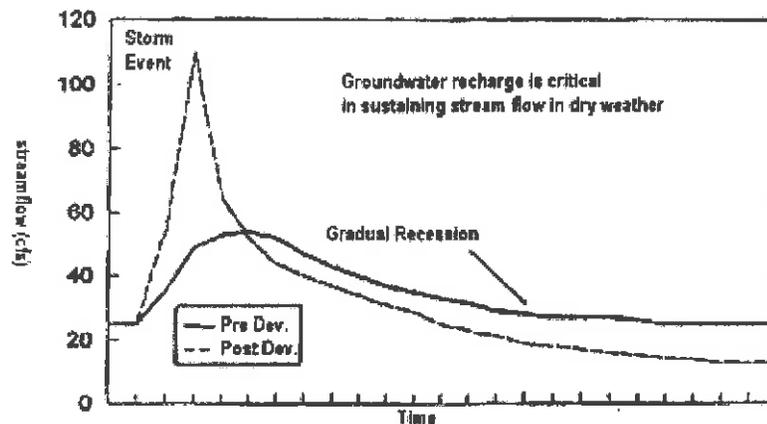


Figure I-2, Pre vs. Post Development Stormwater Runoff

Water Systems

The county's largest water system serves the Lake Monticello community, where over 40 percent of Fluvanna's population resides. This private water system is owned by Aqua Virginia and draws from the Rivanna River. The maximum daily withdrawal rate for the plant is 2.5 million gallons per day (mgd) with an annual withdrawal of 400 million gallons (which equates to a 1.1 mgd average withdrawal rate). River flows in the Rivanna are usually adequate, but also highly variable and occasionally subject to periods of severe drought. During such low-water periods, in-stream flow may be restricted by natural conditions and the demands of upstream localities and industrial users.

Other systems include the Fork Union Sanitary District, the Central Elementary/Fluvanna County High School system, and privately owned systems operating in Palmyra and Columbia. All of these systems draw from public wells. The remainder of the county residents draw their water from private sources such as wells or springs.

The Fork Union Sanitary District provides water through twenty-six miles of pipe to roughly 425 customers, including residences, small businesses, Dominion's Bremono Bluff power plant, the Fork Union Military Academy, Carysbrook, and the Fluvanna County Middle School. The district's service area includes Bremono Bluff, Fork Union, Thessalonias, Cloverdale, West Bottom, and portions of Carysbrook. In 2007, the system enhanced its volume and pressure by replacing two ground-level standpipe storage tanks with two elevated storage tanks. While this increased pressure was a positive step for the system, it highlighted the fact that the remaining infrastructure was aging. The sanitary district is preparing to review the connection fees. A typical residential connection fee was \$1,050 in 2008. For larger users, the fee is based on the actual cost to the district.

Present and long-term water needs are an issue in the county. There is much concern that the water table might not be able to adequately support existing and future wells. The county is in the design phase of a project that will bring water from the James River to provide additional capacity to the Fork Union, Palmyra, Rivanna, and Zion Crossroads areas. The county has a Memorandum of Understanding with Louisa County to share in the cost of construction of the water system and to share the available water supply equally. The existing well-based municipal systems have water tanks and pipes installed that could be integrated into a larger public water system. Reservoirs, which could also provide passive recreation opportunities, may also be considered as a means to serve the county with water. The county will develop a water supply plan in accordance with state requirements, and that plan will help the county design its public water infrastructure over the next fifty years.

Fluvanna's 2013 agreement with Louisa County, through the jointly-held James River Water Authority (created under the Virginia Water and Waste Authorities Act), will result in a pipeline which draws water from the James River near Columbia on Fluvanna's southern boundary for transmittal to Louisa County on Fluvanna's northern boundary. The water line will closely follow the existing right-of-way of the Colonial Gas Line.

Fluvanna County may, at future points, connect to the raw water line with “T” connections for distribution of water to the Community Planning Areas (the CPAs). However, any water transmitted through Fluvanna’s rural preservation districts should be raw, non-potable water, which can be treated for consumption at the CPAs. This measure is intended to mitigate the development pressures to rural areas generally associated with access to potable water.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: December 2, 2015

AGENDA TITLE:	SUP 15:06 – Louisa County Water Authority				
MOTION(s):	I move that the Board of Supervisors [approve/deny/defer] SUP 15:06, a request for a special use permit for a major utility to construct a raw water pipeline with respect to the attached list of Tax Map & Parcel Numbers, [if approved] subject to the eight (8) conditions listed in the staff report.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Jason Stewart, Planning & Zoning Administrator, Steve Tugwell, Senior Planner				
PRESENTER(S):	Jason Stewart, Planning & Zoning Administrator, Steve Tugwell, Senior Planner				
RECOMMENDATION(s):	At its meeting on September 23, 2015, the Planning Commission recommended approval of SUP 15:06 (4-1-0); Mr. Johnson moved to approve; Mr. Gaines seconded; Ayes: Bibb, Gaines, Johnson, and Zimmer. Nays: Eager				
TIMING:	Immediate decision requested at current meeting.				
DISCUSSION:	Request for a special use permits to allow for major utilities to construct a raw water pipeline and construction of a raw water supply system which includes a raw water intake and pump station.				
FISCAL IMPACT:	-				
POLICY IMPACT:	<p>The Board of Supervisors may:</p> <ul style="list-style-type: none"> • Approve these requests, allowing the major utilities; OR • Deny this request, preventing the major utilities; OR • Defer this request and make a final decision at a later date. 				
LEGISLATIVE HISTORY:	<p>Review of proposed major utilities in accordance with Chapter 22, Article 4 of the Fluvanna County Code (Zoning Ordinance: Uses permitted by special use permit only).</p> <p>Application SUP 15:06 was received on August 5, 2015.</p> <p>Planning Commission reviewed these requests on September 23, 2015.</p> <p>This item was deferred from the October 21, 2015 Board of Supervisors meeting.</p>				

ENCLOSURES:	Staff Report (with accompanying attachments)				
REVIEWS	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

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STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: SUP 15:06
Tax Map: See attached

From: Planning Staff
District: Columbia
Date: December 2, 2015

General Information: This request is to be heard by the Board of Supervisors on Wednesday, December 2, 2015 at 7:00 p.m. in the Circuit Courtroom in the Courts Building.

Owner/Applicant: Louisa County Water Authority/ Timmons Group

Representative: Andy Wade/Timmons Group

Requested Action: Request for a special use permit for a major utility to construct a raw water pipeline with respect to multiple Tax Map and Parcel numbers (see attached). (Attachment A)

Location: The affected properties are located within the Columbia district. (Attachment B)

Existing Zoning: A-1, Agricultural, General

Existing Land Use: Agricultural and Residential

Planning Area: Rural Preservation

Adjacent Land Use: Adjacent properties are all zoned A-1, Agricultural, General.

Zoning History: None

Comprehensive Plan:

Land Use Chapter:

The Comprehensive Plan designates this property as within the Rural Preservation Planning Area. According to this chapter, *“The rural preservation areas are intended to be the least developed areas of the county. They are directly correlated with the rural preservation community element. Lark parks, agricultural and forestal districts, working farms, and passive open spaces should comprise most of the land use, with very low-density residential development (less than one unit every five acres).”*

Goal 1 of the Land Use chapter of the Comprehensive Plan states, *“to effectively implement the Comprehensive Plan land-use strategies and the Future Land Use Map”*.

Towards that end, *Implementation Strategy # 6 states the following: “Construct a public water line to the county’s urban development and community planning areas as feasible, and require development projects to provide any necessary infrastructure such as waste treatment facilities, telecommunication services, road improvements, and stormwater facilities for healthy, viable community planning areas.”* (Attachment C)

Infrastructure:

The vision section of the Infrastructure chapter of the Comprehensive Plan states that *“water and sewer infrastructure is critical to the long-term viability of communities in terms of cost-effectiveness and efficiency. These systems are carefully managed, and are accomplished in close cooperation with both the county and state, with particular attention to future operation and maintenance needs. Central systems are bonded if privately operated and maintained, and carefully regulated by state agencies. Consideration is given to the public operation of these systems, at least above a certain threshold as established by the county, and particularly in the community planning areas”*.

Additionally, *“Fluvanna’s 2013 agreement with Louisa County, through the jointly-held James River Water Authority (created under the Virginia Water and Waste Authorities Act), will result in a pipeline which draws water from the James River near Columbia on Fluvanna’s southern boundary for transmittal to Louisa County on Fluvanna’s northern boundary. The water line will closely follow the existing right-of-way of the Colonial Gas Line. Fluvanna County may, at future points, connect to the raw water line with “T” connections for distribution of water to the Community Planning Areas (the CPAs). However, any water transmitted through Fluvanna’s rural preservation districts should be raw, non-potable water, which can be treated for consumption at the CPAs. This measure is intended to mitigate the development pressures to rural areas generally associated with access to potable water”*.

The primary water source for the county's urban development area (UDA) is the *James River water line*, which is operated by a public utility authority. (Attachment D)

Analysis:

This is a special use permit application for a major utility to construct a raw water pipeline from near Columbia in southeastern Fluvanna County that will extend northeast to Louisa County. This project includes seventy-two parcels, all of which are zoned A-1, Agricultural, General. The waterline is considered a *major utility*, and as such requires a special use permit within the A-1 zoning district. The zoning ordinance defines a major utility as, "*Facilities for the distribution, collection, treatment, production, transmission and generation of public, private and central utilities including, but not limited to, transmission lines, production plants, electrical substations, pumping stations, treatment facilities, and communication facilities.*"

According to the applicant's narrative, the proposed improvements related to the waterline include a below-ground 24" raw water pipeline which is part of the James River Water Project. "*There will be no buildings constructed in association with this application. The location of the pipeline is predominately within Central Virginia Electric Cooperative (CVEC) existing easement(s). At locations requested/specified by the County of Fluvanna, there will be fire hydrants along the raw water pipeline route.*"

Under a separate special use permit request, a proposed raw water pumping station would be the intake for the water and would be approximately 40x60 in size, or 2,400 square feet.

The main objective and purpose of this project is to convey raw water which will supply long-term water needs of both Fluvanna and Louisa counties.

The applicant has stated that "*the raw waterline will be buried in the ground anywhere from three (3) feet to eight (8) feet for the entire length of the pipe through Fluvanna County. During construction, the surrounding property/neighborhood owners will see and hear construction crews and equipment working to install the piping in the ground. Upon completion of the project, the disturbed ground will be returned to its original condition or better prior to the pipe crew leaving the area. Instances of erosion after stabilization will be addressed by the contractor upon being notified.*"

The applicant has also stated that, "The Fluvanna County Board of Supervisors signed and executed the Interjurisdictional Agreement with Louisa County, the Louisa County Water Authority (LCWA), and the James River Water Authority (JRWA) on October 2, 2013. Conforming to the terms set forth in the Interjurisdictional Agreement, the Fluvanna County Board of Supervisors voted to amend the Fluvanna County Comprehensive Plan on November 20, 2013 to allow and support this project, which will be located in the eastern end of the county in what is designated as rural preservation area. Furthermore, the Fluvanna County Board of Supervisors also approved and executed the James River Water Authority Service Agreement on April 1, 2015. It is LCWA's belief that this project is advantageous and important to the future growth of Fluvanna County and the actions of the Fluvanna County Board of Supervisors to date further signify our belief. LCWA also offers additional advantages including, but not limited to the following:

- 1) *Long-term, sustainable water supply to meet your Long-Term Water Supply Plan needs;*
- 2) *Economic Development Driver;*
- 3) *Potential for reduced homeowner's insurance premiums once the hydrant are installed;*
- 4) *50% share of the raw water capacity.*

If SUP 15:06 for a major utility is approved, staff recommends the following eight (8) conditions:

1. Construction, operation, and maintenance of the raw waterline major utility shall comply with all local, State, and Federal requirements.
2. The project shall comply with all Virginia erosion and sediment control regulations as specified in the 1992 Virginia Erosion and Sediment Control Handbook as amended.
3. For construction of the raw waterline major utility occurring adjacent to existing development, adequate dust and siltation control measures shall be taken to prevent adverse effects on the adjacent property. It is intended that the present and future results of the proposed raw waterline major utility not create adverse effects on the public health, safety, comfort, or convenience, or value of the surrounding property and uses thereon.
4. Vehicular access to all residences along the affected right-of-ways shall be maintained at all times.
5. Except in cases of emergencies including prevention of danger to public health, safety, and welfare and remediation of soil erosion and as requested by VDOT in the case of work done on public highways, all construction activity for the raw waterline major utility shall occur between 7:00 a.m. and 5:00 p.m. Monday through Saturday. Applicant shall comply with VDOT standards for performing open-cut sections on affected roadways.
6. The applicant shall avoid removing trees and bushes along the raw waterline major utility corridor, except as necessary in order to facilitate the utility. Trees and bushes damaged during construction shall be replaced with a tree or bush of equal type as approved by the Planning Director.
7. Any area or land associated with this project that may become disturbed as a result of construction of the raw waterline major utility shall be restored to original condition or better prior to the pipe crew's departure from the affected area and/or land or as soon thereafter as conditions permit. This includes restoration of any/all areas of erosion.
8. The use that is permitted with this special use permit is limited to the raw water pipelines, fittings and appurtenances as currently proposed by the applicant, including reasonable roads and other access for construction and ongoing maintenance.

When evaluating proposed uses for a special use permit, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance.

First, the proposed use should not tend to change the character and established pattern of the area or community.

The subject properties are located within the Rural Preservation Planning Area, within close proximity of existing agricultural and residential zoning and uses. The location of the proposed raw waterline major utility pipeline is predominately within the existing Central Virginia Electric Cooperative easement(s), therefore outside and beyond initial phases of construction, visible changes to the character and established pattern of this area should be minimal. The applicant has also stated in writing that they will restore any areas to their original state or better, should they become disturbed as a result of this process.

Second, the proposed use should be compatible with the uses permitted by-right in that zoning district and shall not adversely affect the use/or value of neighboring property.

Major utilities require a special use permit in the A-1 zoning district. Since a predominant section of the proposed waterline utility will be placed within an existing easement, properties within the neighborhood and community should not be adversely affected. The pumping station will be the approximate size of a medium-sized single-family dwelling, which is a by-right use in the A-1 zoning district.

Neighborhood Meeting: September 10, 2015

There were approximately thirty-five attendees at the Thursday, September 10, 2015 neighborhood meeting. The general questions, concerns and comments appeared to be with regard to the impact to personal property as a result of the construction of the waterline. There were also comments regarding potential noise that may be emitted from the raw water pump station, fair compensation for use of private property, and the proposed location of the waterline.

Attendees also wanted to know how the waterline may impact their real estate taxes, how the waterline may impact historic resources in the community, and who the owner and responsible parties will be of the waterline easement.

Technical Review Committee: September 10, 2015

1. Central Virginia Electric Cooperative stated that they have an agreement in place to allow Louisa County Water Authority to install their facilities within the CVEC's transmission line right-of-way, but that they still need to obtain their own right-of-way easements from all the landowners along the route.

(Attachment E)

Planning Commission:

The Planning Commission considered these SUP requests at their September 23, 2015 meeting. There were twelve (12) speakers during the public hearing, most of whom appeared to be concerned with potential impacts that could result from the construction of the waterline. The Planning Commission discussed the requests, and voted 4-1-0 to recommend approval of SUP 15:06.

Board of Supervisors:

This item was deferred from the October 21, 2015 Board of Supervisors meeting.

Conclusion:

The Board of Supervisors should consider any potential adverse impacts that may be associated with this project.

Suggested Motions:

I move that the Board of Supervisors [**approve/deny/defer**] SUP 15:06, a request for a special use permit for a major utility to construct a raw water pipeline with respect to the attached list of Tax Map & Parcel Numbers, [if approved] subject to the eight (8) conditions listed in the staff report.

Attachments:

- A – Application, letter from the applicant, agency agreements, property owner list, and APO letter
- B – James River Water Project map
- C – Comprehensive Plan excerpt
- D - Comprehensive Plan excerpt
- E - TRC comment email from Central Virginia Electric Cooperative
- F- Letter from Mr. Hunsberger

Copy: Andy Wade, Louisa County Water Authority, via email - awade@louisa.org;
Joe Hines via email - Joe.Hines@timmons.com
Pamela Baughman via email – pbaughman@louisa.org
The Planning Commission - planningcommission@fluvannacounty.org
Mr. Fred Payne, Esquire via email - fpayne@fluvannacounty.org
File



Received

AUG 05 2015

Planning Dept.

COUNTY OF LOUISA
Department of Economic Development

August 5, 2015

Jason Stewart
 County of Fluvanna
 Planning and Zoning Administrator
 132 Main Street
 P.O. Box 540
 Palmyra, VA 2963

Via Hand Delivery:

Dear Jason,

Enclosed you will find our application for Special Use Permit(s) associated with James River Water Project. The application is specific to the 24" raw water main from Route 6 north to the Fluvanna and Louisa County border.

It is important to note that the Fluvanna County Board of Supervisors, the Louisa County Board of Supervisors, the Louisa County Water Authority and the James River Water Authority executed an Interjurisdictional Agreement on October 2, 2013. Subsequently, the Fluvanna County Board voted to amend the Fluvanna County Comprehensive Plan on November 20, 2013 in support of this application and project.

At the request of the property owners this project will impact, we made every reasonable effort to co-locate within the Central Virginia Electric Cooperatives existing easement(s). This means that where we co-locate we will not be impacting additional property outside of the existing CVEC easement(s).

The application package includes the following:

- 1) The Application
- 2) Property owners list
- 3) Adjoining property owners list.
- 4) Tax Map Exhibits for each property we cross.
- 5) Executed Agency Agreements between the property owner and the Louisa County Water Authority.
- 6) Check in the amount of \$4,660.00 for the associated application fees.

1 Woolfolk Avenue • P.O. Box 160 • Louisa, VA 23093
 Phone: (540) 967- 4581 • Fax: (540) 967-3411 • (866) 325-4131 toll free
www.yeslouisa.com

We will continue to receive executed agency agreements after submission of this application. As we receive them, we will deliver them to your office for inclusion in the application.

As we move through the SUP process and in the interest of time, we would like for you to consider our request for a joint Planning Commission/Board of Supervisors meeting with regard to this application.

If you have any further questions, please feel free to call me or email me. Thank you.



Andy Wade
Economic Development Director
County of Louisa



COUNTY OF LOUISA

Received

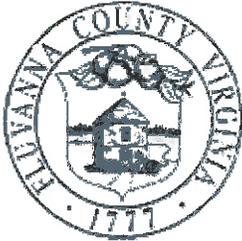
AUG 05 2015

Planning Dept.

Fluvanna County Special Use Permit Application

Table of Contents

- 1) Fluvanna County Special Use Permit Application
- 2) Fluvanna County Property Owners List
- 3) Exhibit Map Parcels – Tax Map(s) 14
- 4) Exhibit Map Parcels – Tax Map(s) 23
- 5) Exhibit Map Parcels – Tax Map(s) 33
- 6) Exhibit Map Parcels – Tax Map(s) 34
- 7) Exhibit Map Parcels – Tax Map(s) 44
- 8) Exhibit Map Parcels – Tax Map(s) 54 & 67



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

Application for Special Use Permit (SUP)

Attachment A501
Received

AUG 05 2015

Planning Dept.

Owner of Record: Several property owners - See attached list

Applicant of Record: Louisa County Water Authority

E911 Address: See attached list

E911 Address: 23 Loudin Lane, Louisa VA 23093

Phone: _____ Fax: _____

Phone: 540 967 1122 Fax: 540 967 0656

Email: _____

Email: pbaughman@louisa.org

Awade@louisa.org

Representative: _____

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

E911 Address: _____

Phone: _____ Fax: _____

Is property in Agricultural Forestal District? No Yes

Email: _____

If Yes, what district: Columbia

Tax Map and Parcel(s): See attached list

Deed Book Reference: See attached property list (AFD)

Acreage: See list

Zoning: See list

Deed Restrictions? No Yes (Attach copy)

Request for a SUP in order to: Construct a raw water pipeline - Major Utility

Proposed use of Property: Location of a 24" raw water line

*Two copies of a plan must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections of the site.

Date: 7/14/2015 Signature of Owner/Applicant: _____

Paralee S. Baughman

Subscribed and sworn to before me this 14th

day of July, 2015

Notary Public: April Lowe

Register # 368531

My commission expires: 4/30/17

Certification: Date: _____

Zoning Administrator: _____



All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY			
Date Received:	Pre-Application Meeting:	PH Sign Deposit Received:	Application #: SUP <u>15</u> : <u>06</u>
<u>\$800.00 fee plus mailing costs paid:</u>		Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail	
Amendment of Condition: \$400.00 fee plus mailing costs paid:			
Telecommunications Tower \$1,500.00 fee plus mailing costs paid:		\$5,500 w/Consultant Review paid:	
Election District:	Planning Area:		
Public Hearings			
Planning Commission		Board of Supervisors	
Advertisement Dates:	Advertisement Dates:		
APO Notification:	APO Notification:		
Date of Hearing:	Date of Hearing:		
Decision:	Decision:		

Fluvanna County Department of Planning & Community Development * Box 540 * Palmyra, VA 22963 * (434)591-1910 * Fax (434)591-1911

This form is available on the Fluvanna County website: www.fluvannacounty.org



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Public Hearing Sign Deposit

Received
 AUG 05 2015
 Planning Dept.

Name: Louisa County Water Authority
 Address: 23 Loudin Lane
 City: Louisa
 State: VA Zip Code: 23093

I hereby certify that the sign issued to me is my responsibility while in my possession. Incidents which cause damage, theft, or destruction of these signs will cause a partial or full forfeiture of this deposit.

Applicant Signature: [Signature] Date: 7/14/2015

*Number of signs depends on number of roadways property adjoins.

OFFICE USE ONLY	
Application #: BZA _____ ; CPA _____ ; SUP _____ ; ZMP _____ ; ZTA _____ ; _____	
\$90 deposit paid per sign*:	Approximate date to be returned:

Received

AUG 05 2015

Describe briefly the **improvements** proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings.

Planning Dept.

See attached narrative

NECESSITY OF USE: Describe the reason for the requested change.

See attached narrative

PROTECTION OF ADJOINING PROPERTY: Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

See attached narrative

ENHANCEMENT OF COUNTY: Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

See attached narrative

PLAN: Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application. Remarks:

See attached narrative and exhibits.

Received

Page 3 of 5

AUG 05 2015

Describe briefly the improvements proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings.

The proposed improvements associated with this application include a below ground 24" raw water pipeline which is part of the James River Water Project. There will be no buildings constructed in association with this application. The location of the pipeline is predominantly within Central Virginia Electric Cooperative (CVEC) existing easement(s). At locations requested/specified by the County of Fluvanna, there will be fire hydrants along the raw water pipeline route.

NECESSITY OF USE: Describe the reason for the requested change:

The use is to convey raw water to supply the long term water needs of both Fluvanna County and Louisa County for the foreseeable future.

PROTECTION OF ADJOINING PROPERTY: Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

The raw water line will be buried in the ground anywhere from 3 feet to 8 feet for the entire length of the pipe through Fluvanna County. During construction, the surrounding property/neighborhood owners will see and hear construction crews and equipment working to install the piping in the ground. Upon completion of the project, the disturbed ground will be returned to its original condition or better prior to the pipe crew leaving the area. Instances of erosion after stabilization will be addressed by the contractor upon being notified.

ENHANCEMENT OF COUNTY: Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Substantiate with facts)

The Fluvanna County Board of Supervisors (FCBOS) signed and executed the Interjurisdictional Agreement (IA) with Louisa County, the Louisa County Water Authority (LCWA) and the James River Water Authority (JRWA) on October 2, 2013. Conforming to the terms set forth in the IA, the FCBOS voted to amend the Fluvanna County Comprehensive Plan on November 20, 2013 to allow and support this project,

which will be located in the eastern end of the county in what is designated a rural preservation area. Furthermore, the FCBOS also approved and executed the James River Water Authority Service Agreement on April 1, 2015. It is LCWA's belief that this project is advantageous and important to the future growth of Fluvanna County and the actions of the FCBOS to date further signify our belief. LCWA also offers additional advantages including, but not limited to the following: 1) Long term, sustainable water supply to meet your Long Term Water Supply Plan needs; 2) Economic Development Driver; 3) Potential for reduced home owners insurance premiums once the hydrants are installed; 4) 50 percent share of the raw water capacity.

PLAN: Furnish plot plan showing boundaries and dimensions of property, width of abutting ROW's, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application. Remarks:

The attached easement exhibits demonstrate the final routing of the raw water pipeline through the County of Fluvanna. Each individual property owner that we cross (71) and the neighboring property owners have been delineated on the exhibits. All of the requested easements will be permanent. The exhibits identify the width of the new easement, the location of the 24 inch raw water pipeline within the new easement and the location of the new easement within the CVEC easement (where applicable).

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AUG 05 2015
Planning Dept.

County of Fluvanna

Special Use Permit Checklist

The following information shall be submitted with the application and is to be provided by the applicant for the processing of the application:

STAFF USE ONLY

- 祺 Completed Special Use Permit signed by the current owner(s) or lessee or written confirmation from the current owner or lessee granting the right to submit the application.
- 祺 Site Plan for any expansion or new construction (18 folded copies preferred). Include:
 - 祺 Plot plan or survey plat at an appropriate scale
- 祺 Location and dimension of existing conditions and proposed development
- 祺 Commercial and Industrial Development: parking, loading, signs, lighting, buffers and screening
- 祺 Copy of the Tax Map showing the site (preferred)
- 祺 Copy of General Location Map (preferred)
- 祺 Supporting photographs are not required, but suggested for evidence.

祺 _____

All maps and plans submitted are to be either 8.5"x 11" or 11"x 17". One original of any size may be to staff for use at the public hearing.

Review of the Application

- 祺 Preliminary review by planning staff for completeness and content.
- 祺 Copies of application: office, agencies and county attorney.
- Technical Review Committee review and comment
- 祺 Determine all adjacent property owners.
- 祺 Placed as a Public Hearing on the next available agenda of the Planning Commission.
- 祺 Notification of the scheduled Public Hearing to the following:
 - ___ Applicant
 - ___ All adjacent property owners
 - ___ Local Newspaper advertisement
- 祺 Staff Report to include, but not be limited to:
 - ___ General information regarding the application
 - ___ Any information concerning utilities or transportation
 - ___ Consistency with good planning practices
 - ___ Consistency with the comprehensive plan
 - ___ Consistency with adjacent land uses
 - ___ Any detriments to the health, safety and welfare of the community.

STAFF USE ONLY

祺 _____

祺 _____

□ _____

□ _____

□ _____

祺 _____

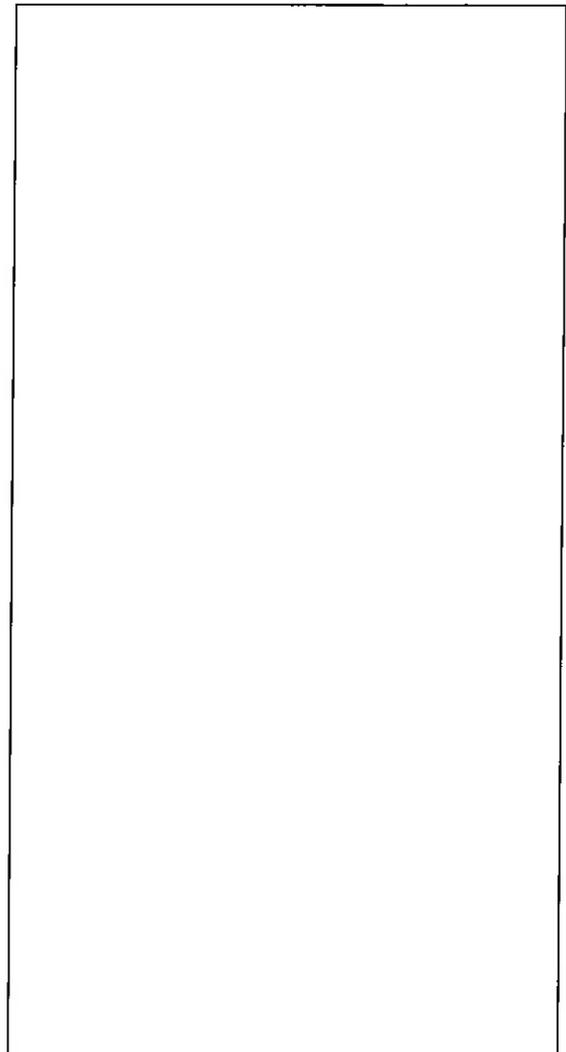
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AUG 06 2015

Planning Dept.

Meetings for the processing of the application

- 祺 Applicant or a representative must appear at the scheduled hearing. The Planning Commission may recommend to the Board of Supervisors: approval; approval subject to submittal or correction; or denial of the special use permit.
- 祺 Notification to the applicant regarding the Planning Commission's decision.
- 祺 Placed as a Public Hearing on the next available agenda of the Board of Supervisors.
- 祺 Staff Report and Planning Commission recommendation forwarded to the Board.
- 祺 Notification of the scheduled Public Hearing to the following:
 - Applicant
 - All adjacent property owners
 - Local Newspaper advertisement
- 祺 Applicant or a representative must appear at the scheduling hearing. After considering all relevant information from the applicant and the public, the Board will deliberate on points addressed in the Staff Report.
- 祺 The Board may approve; deny; or defer the request pending further consideration; or remand the case back to the Planning Commission for further consideration.

**Actions**

- 祺 With approval, the development may proceed.
- 祺 If denied, an appeal to the Courts may be prescribed by law
- 祺 No similar request for a special use permit for the same use at the same site may be made within one year after the denial.
- 祺 The Special Use Permit Application fee is made payable to the **County of Fluvanna**.

Fluvanna County Department of Planning & Community Development ♦ Box 540 ♦ Palmyra, VA 22963 ♦ 434-591-1910 ♦ Fax – 434-591-1911

This form is available on the Fluvanna County website: www.fluvannacounty.org

Received

AUG 05 2015

Planning Dept.

Memorandum

DATE: November 17th, 2015
RE: Board of Supervisors APO Letter
TO: Jason Stewart
FROM: Deidre Creasy

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the December 2nd, 2015 Board of Supervisors meeting.



COUNTY OF FLUVANNA

“Responsive & Responsible Government”

132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

NOTICE OF PUBLIC HEARING

November 16, 2015

«Owner»
«Address»
«City_State» «Zip_Code»
TMP# «TMP»

Re: Public Hearing on SUP 15:06

Dear «Owner»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced item as noted below:

Purpose: Board of Supervisor’s Public Hearing
Day/Date: Wednesday, December 2, 2015
Time: 7:00 PM
Location: Fluvanna County Circuit Court Room, Palmyra, VA

The applicant or applicant’s representative will be present at the Board of Supervisors meeting for the special use permit request that is described as follows:

SUP 15:06 – Louisa County Water Authority – A request for a special use permit to allow for major utilities with respect to the construction of a raw water pipeline from near Route 6 along the James River north to the Louisa County and Fluvanna County border. The properties are currently zoned A-1 (Agricultural General) and the properties are located in the Columbia Election District. The Tax Parcel Numbers of the properties affected by the proposal are as follows: 67-12-A3, 14-9-4, 14-A-14, 14-A-20A, 14-A-14A, 14-A-13, 14-A-20, 23-A-51, 23-A-61, 23-A-50, 23-A-62, 23-12-D, 23-12-A, 23-A-66, 23-A-67, 23-A-72B, 23-A-70, 23-A-96, 23-A-97, 23-A-99, 23-A-101, 23-A-102, 23-A-103, 23-A-37, 23-A-36E, 23-A-36A, 34-A-2, 34-A-4, 34-3-A, 34-3-B1, 34-3-B3, 34-3-C, 34-3-C1, 34-3-B2, 34-2-A, 34-A-17, 34-A-16, 34-A-18, 34-1-1, 34-1-3, 34-1-5, 34-1-4, 33-A-30A, 44-A-46, 44-A-46A, 44-3-1, 44-3-2, 44-2-3, 44-2-5, 44-2-4, 44-2-2, 44-2-1, 44-A-15, 44-A-17, 44-A-18, 44-A-31, 44-1-2, 44-1-3B, 54-A-10A, 54-A-14A, 54-1-1A, 54-6-C, 54-1-1, 54-2-1, 54-A-41, 54-A-43, 54-11-Z, 54-11-Y, 54-11-X, 53-11-27, 53-11-26, 53-11-19

You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at: <http://fluvannacounty.org/government/bos/agendasactionsminutes>. You can also view the report in the Fluvanna County Planning and Zoning Department during working hours (8:00 am – 5:00 pm, Monday through Friday).

If you have any questions regarding this special use permit application or the Public Hearing, please contact me at 434–591–1910.

Sincerely,

Jason Stewart
Planning and Zoning Administrator

SUP 15:06 LCWA				
TMP	Name	Address	City, State	Zip
61-A-4	William Hammond	415 Gillums Ridge Rd	Charlottesville, Va	22903
61-A-1	541 Goldsborough Lane LLC	1500 StoneyCreek Ct	Richmond, Va	23233
53-A-63	G. Rodney Bialkowski	1215 Point of Fork Rd	Fork Union, Va	23055
53-11-6	John and Susan Henry	14924 Alpine bay Loop	Gainesville, Va	20155
53-11-4	Coleman and Sandra Lyttle	16251 Hunters Ridge lane	Moseley, Va	23120
53-A-60	Arsenal at point of Fork LLC	18 East Main St	Richmond, Va	23219
53-A-69	Kenneth Johnston	3775 E. River Rd	Columbia, Va	23038
53-11-20	Kenneth Droege	351 Scenic River Dr	Columbia, Va	23038
53-11-18	Central Virginia Electric Co-op	P.O. Box 247	Lovingston, Va	22949
53-11-5	Coleman and Sandra Lyttle	16251 Hunters Ridge lane	Moseley, Va	23120
53-11-25	James & Roseann Knepper	308 Scenic River Dr	Columbia, Va	23038
53-11-17	William Dooley & Patricia Arndt	133 Scenic River Dr	Columbia, Va	23038
53-11-28A	Stephanie Baskfield	50 Scenic River Dr	Columbia, Va	23038
53-11-28B	George & Ana Carr	610 Stage Junction Rd	Columbia, Va	23038
53-11-29	Philip and Susan Clifton	785 Stage Junction Rd	Columbia, Va	23038
54-A-45	Fermey & Darlene Payne	911 Stage Junction Rd	Columbia, Va	23038
54-A-44A	Mary T. Bowles	979 Stage Junction Rd	Columbia, Va	23038
54-A-44B	Mary Helen Johnson	1003 Stage Junction Rd	Columbia, Va	23038
54-A-41	Richard & Julia Rose	749 Carysbrook Rd	Fork Union, Va	23055
54-11-ZA	Rosa Payne	1149 Stage Junction Rd	Columbia, Va	23038
53-A-74	Bobbie Jo Eubank	530 Old Hundred Rd	Midlothian, Va	23114
53-3-2	George Sutton	8 Courtside Ln	Ashland, va	23005
54-4-41A	Stage Coach Properties LLC	P.O. Box 7427	Charlottesville, Va	22906
54-A-38	Michael White	9435 Bright Way Ct	Richmond, Va	23294
54-A-37	John & Barbara Lowe	P.O. Box 922	Scottsville, Va	24590
54-7-4	Mary Malone	P.O. Box 340905	Jamaica, NY	11434
54-7-3	Joseph Green	7826 Antionette Dr	Richmond, Va	23227
54-7-2	Lee Roy Dickerson	6048 Landing Point Way	Sacramento, Ca.	95823
54-7-1	Cora Harding	3216 Griffin Ave	Richmond, Va	23222
54-A-15	June Settle	10226 Dutch Hollow Rd	Rixeyville, Va	22737
54-6-B	Rotche & Suann Strickland	P.O. Box 36	Fork Union, Va	23055
54-A-14	Charles Frazier	2483 Stage Junction Rd	Columbia, Va	23038
54-6-A	Marilyn Johnson	566 Rose Hill Rd	Columbia, Va	23038
54-1-1C	Gladys Lancaster	646 Rose Hill Rd	Columbia, Va	23038
54-A-5A	Dorothy Pervall	1105 Canvas Back Ct	Upper Marlboro, Md	20774
54-A-5	Dorothy Pervall	1105 Canvas Back Ct	Upper Marlboro, Md	20774
54-A-7	Stephen & Pamela Gentry	385 Colemans Lane	Columbia, Va	23038
54-A-8	James Garrant	13408 Accent Way	Germantown, Md	20874
44-1-1	Thomas & Shirley Poore	3456 Bremo Rd	Bremo Bluff, Va	23022
54-A-11	Jose Luiz Viana	P.O. Box 10240	Rockville, Md	20849
54-A-10	Robert & Joanne Maughan	11524 Birchill Lane	Glen Allen, Va	23059
44-1-3	Jose Luiz Viana	P.O. Box 10240	Rockville, Md	20849
44-A-18A	William & Patricia Johnson	317 Shannon Hill Rd	Columbia, Va	23038
44-A-18B	Victor & Mary Gresham	3806 Stage Junction Rd	Columbia, Va	23038
44-A-22	Frances Carper/Thomas Davis	3220 Azalea Pl	Lynchburg, Va	24503

44-A-22A	Frances Carper/Thomas Davis	3220 Azalea Pl	Lynchburg, Va	24503
44-A-21	George & Elenora Bland	310 Stoneridge Way	Covington, Ga.	30016
44-A-13	Harriet Loving	6115 Stage Junction Rd	Columbia, Va	23038
44-A-14B	Kenneth & Bonnie Dickerson	364 Moonstar Ln	Columbia, Va	23038
44-5-14	Kenneth & Athena Low	332 Moonstar Ln	Columbia, Va	23038
44-A-12	Harold Turner	1074 Shannon Hill Rd	Columbia, Va	23038
44-A-8	John Rafferty & Rebecca Newlon	148 Kellam Dr	Louisa, Va	23093
44-A-7	John Rafferty & Rebecca Newlon	148 Kellam Dr	Louisa, Va	23093
44-2-2	John Jones	1401 Windsor Way	Manakin Sabot, Va	23103
44-2-4	Hall Revocable Trust	11189 Lake Shore Court	Glen Allen, Va	23059
44-2-5	Jeffery & Emily Lukhard	2426 Shannon Hill Rd	Columbia, Va	23038
44-A-2	Robert Breschel	3145 French Hill Dr	Powhatan, Va	23139
33-A-29	Simorg South Forests LLC	15 Piedmont Center Suite 1250	Atlanta, Ga	30305
33-A-30	Simorg South Forests LLC	15 Piedmont Center Suite 1250	Atlanta, Ga	30305
33-A-31	Myrtle Holland	P.O. Box 1049	Tappahannock, Va	22560
44-A-46A	Franetta Bland	2586 Community House Rd	Columbia, Va	23038
44-4-4	Fools Gold LLC	2415 Grenoble Rd	Henrico, Va	23294
44-4-3	Fools Gold LLC	2415 Grenoble Rd	Henrico, Va	23294
44-4-2	Fools Gold LLC	2415 Grenoble Rd	Henrico, Va	23294
45-A-3	Charles Dickerson	225 33rd St. N.E.	Washington, D.C.	20019
45-A-1	Margaret Massie	2931 Community House Rd	Columbia, Va	23038
45-1-1	Dana & Denise Bennett	2995 Community House Rd	Columbia, Va	23038
45-1-2	Margaret Massie	2931 Community House Rd	Columbia, Va	23038
45-A-2	Thomas & Tami Raniszewzki	29 Dupont Prwy P.O. Box 81	Saint Georges, De	19733
34-1-2	Karen & Charles Wright	3197 Community House Rd	Columbia, Va	23038
34-1-1	Beckman Revocable Trust	2299 Covered Bridge Rd	Kents Store, Va	23084
34-1-3D	James Wright	341 Douglas Ave	Portsmouth, Va	23707
34-A-22	Green Spring Timber	26 Zion park Rd	Troy, Va	22974
34-1-3C	Keith C. Wright	3197 Community House Rd	Columbia, Va	23038
34-1-3B	Keith C. Wright	3197 Community House Rd	Columbia, Va	23038
34-1-3A	Jeffrey & Helen Counts	2573 Covered Bridge Rd	Kents Store, Va	23038
33-A-34	David & Becky Peterson	2706 Covered Bridge Rd	Kents Store, Va	23084
33-A-34B	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
33-A-37	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
34-A-17	Carolyn Copenhaver	2018 Covered Bridge Rd	Kents Store, Va	23084
33-A-1	Elizabeth Sadler Revocable Trust	3826 Thomas Jefferson Pkwy	Palmyra, Va	22963
34-3-C1A	Kevin & Heather Kidd	1562 Covered Bridge Rd	Kents Store, Va	23084
34-3-C2	Janice & Alva Jones	1490 Covered Bridge Rd	Kents Store, Va	23084
34-A-3	Equity Trust Company	6 Riva Ridge lane	Stafford, Va	22566
34-A-14	Brandon & Marla Miller	6 Riva Ridge lane	Stafford, Va	22566
34-A-12	Fools Gold LLC	2415 Grenoble Rd	Henrico, Va	23294
34-A-5	Cody & Paula Stevenson	663 Covered Bridge Rd	Kents Store, Va	23084
34-A-2B	Jeffrey & Cheryl Potter	474 Covered Bridge Rd	Kents Store, Va	23084
23-A-36	Cecil & Sandra Ross	10806 Foxmore Ave	Richmond, Va	23233
22-A-66	Howard G.L.	P.O. Box 9	Rockville, Va	23146
34-A-2A	Howard G.L.	P.O. Box 9	Rockville, Va	23146
23-A-52	Thomas & Helen Fleming	P.O. Box 55	Kents Store, Va	23084

23-A-35	Carol & Mary Henley	4165 Tapscott Rd	Columbia, Va	23038
23-A-38B	Robert Hucks	6220 Venable Rd	Kents Store, Va	23086
23-A-104	George Minor Estate	11598 Game Preserve Rd	Gaithersburg, Md	20878
23-A-1	Lawrence Bowman	6736 Venable Rd	Kents Store, Va	23084
23-A-100	Henry & Virginia Sheridan	6368 Venable Rd	Kents Store, Va	23084
23-A-101A	Canaan Soul Saving St Pentecost	6576 Venable Rd	Kents Store, Va	23084
23-A-99F	Grapetree Group LLC	7506 Venable Rd	Kents Store, Va	23084
23-A-99A	Carroll & Patricia Morse	236 Tabscott Rd	Kents Store, Va	23084
23-A-95	Frank & Nan Brown	P.O. Box 39	Kents Store, Va	23084
23-A-99C	Jacqueline Able Family Trust	6736 Venable Rd	Kents Store, Va	23084
23-A-78B	Andrew & Donna Sheridan	89 Covered Bridge Rd	Kents Store, Va	23084
23-A-98	Patricia Woodson	1 Tabscott Rd	Kents Store, Va	23084
23-A-79C	Spencer Lee Barrett	7000 Venable Rd	Kents Store, Va	23084
23-A-79A	Jean M Richardson	7084 Venable Rd	Kents Store, Va	23084
23-A-80A	Jean M Richardson	7084 Venable Rd	Kents Store, Va	23084
23-A-84	Karen Haley	7388 Venable Rd	Kents Store, Va	23084
23-A-71	Anthony Smith	2435 Dogwood Dr	Palmyra, Va	22963
23-A-81	Roger Rothwell	P.O. Box 24061	Christianed, St Croix	524
23-A-72A	William & Deborah Hunsberger	7215 Venable Rd	Kents Store, Va	23084
23-A-69	Julia Key	7625 Venable Rd	Kents Store, Va	23084
23-A-66	William Hodge Jr	639 Way Station Ln	Kents Store, Va	23084
23-13-A	Paul Maosha	3706 Coles Point Way	Glen Allen, Va	23060
23-A-45A	Technical Marketing Internationa	17939 Joplin Rd	Triangle, Va	22172
23-A-64	William Weisneburger	17937 Joplin Rd	Triangle, Va	22172
23-1-3	Marian Quigley	410 Way Station Ln	Kents Store, Va	23084
23-16-6	Parrish Revocable	1 Reedy Pl	Bluffton, Sc	29909
23-16-7	Parrish Revocable	1 Reedy Pl	Bluffton, Sc	29909
23-16-8	Marvin & Marlene Dunivan	1792 Perkins Rd	Kents Store, Va	23084
23-16-9	Parrish Revocable	1 Reedy Pl	Bluffton, Sc	29909
23-A-62	Parrish Revocable	1 Reedy Pl	Bluffton, Sc	29909
23-A-61	David & Nancy Hahn	8915 Braeburn Dr	Annandale, Va	22003
23-12-C	Perkins Living Trust	7090 Covenant Woods Dr D 306	Mechanicsville, Va	23111
23-A-9	Stacy Ringle	P.O. Box 69	Kents Store, Va	23084
23-A-11A	Gregory & Jeanette Jackson	2932 Kents Store Way	Kents Store, Va	23084
23-A-11	Gregory & Jeanette Jackson	2932 Kents Store Way	Kents Store, Va	23084
23-A-6	Robert & Elizabeth Parrish	90 Parrish Lane	Kents Store, Va	23084
23-A-5	William Weisneburger	17937 Joplin Rd	Triangle, Va	22172
14-A-10	William Weisneburger	17937 Joplin Rd	Triangle, Va	22172
14-A-11	William Weisneburger	17937 Joplin Rd	Triangle, Va	22172
23-11-1	Clifton Palmateer	4 Russell Rd	Fredricksburg, Va	22405
23-11-2	Charles & Shelia Palmateer	315 Maple Ln	Kents Store, Va	23084
14-1-2	James Palmateer	88 Maple Ln	Kents Store, Va	23084
14-8-3	Janet Grubbs	1011 Leigh Mountain Rd	Green Bay, Va	23942
14-8-2	Janet Grubbs	1011 Leigh Mountain Rd	Green Bay, Va	23942
14-A-12	Odessa Parrish	P.O. Box 103	Kents Store, Va	23084
14-9-4	Arnell Simmons	6221 Cheverly Park Dr	Cheverly, Md	20785
14-A-13	Christopher Pucsek	49 Ponderosa Ln	Palmyra, Va	22963

14-A-14A	Shelia Waddy	69 Waddy Creek Dr	Kents Store, Va	23084
14-A-14	Gwendolyn Jones	65 Waddy Creek Dr	Kents Store, Va	23084
67-12-A3	Garnett and Linda Jackson	481 Kents Store Rd	Kents Store, Va	23084
14-A-20A	Janet Grubbs	1011 Leigh Mountain Rd	Green Bay, Va	23942
14-A-20	R&R VA. Corp	9505 Minna Drive	Richmond, Va	23229
23-A-51	William D. Weisenburger	P.O. Box 6	Kents Store, Va	23084
23-A-50	Robert O. Parrish ET.AL	819 Parrish Lane	Kents Store, Va	23084
23-12-D	Smart Living Trust	F301-7090 Covenant Woods Dr.	Mechanicsville, Va	23111
23-12-A	William D. Weisenburger Jr.	17932 Joplin Rd	Triangle, Va	22172
23-A-67	Mark & Mary Creasey	4499 Nahor Road	Charlottesville, Va	22902
23-A-72B	Steven & Deborah Miller	4230 Chestnut Hills Dr	Louisa, Va	23093
23-A-70	Estate of John Scott	13207 Piedmont Vista Dr	Haymarket, Va.	20169
23-A-96	William Haley Jr	10546 Louisa Rd	Gordonsville, Va	22942
23-A-97	Lorraine Everett	Sterling Valley Farm	Kresgeville, Pa	18333
23-A-99	Grapetree Group LLC	7506 Venable Rd	Kents Store, Va	23084
23-A-101	Canaan Saving Station Church	3718 Oak Avenue	Gwynn Oak, Md	21207
23-A-102	Martha jane Brice	103 Brice Lane	Kents Store, Va	23084
23-A-103	George Minor Estate	5807 Crown Street	Captiol Heights, Md	20743
23-A-37	Robert Hucks	6220 Venable Rd	Kents Store, Va	23084
23-A-36E	John & Kristie Sheridan	445 Covered Bridge Rd	Kents Store, Va	23084
23-A-36A	Michael & Celeste Cottrell	595 Covered Bridge Rd	Kents Store, Va	23084
34-A-2	Michael & Deborah Lewis	194 Covered Bridge Rd	Kents Store, Va	23084
34-A-4	Equity Trust Company	6 Riva Ridge lane	Stafford, Va	22556
34-3-A	A. Neal & Mary Smith	1450 Covered Bridge Rd	Kents Store, Va	23084
34-3-B1	A. Neal & Mary Smith	1450 Covered Bridge Rd	Kents Store, Va	23084
34-3-B3	A. Neal & Mary Smith	1450 Covered Bridge Rd	Kents Store, Va	23084
34-3-C	Nellie Richardson	1508 Covered Bridge Rd	Kents Store, Va	23084
34-3-C1	Charlotte Kidd	1562 Covered Bridge Rd	Kents Store, Va	23084
34-3-B2	William B. Morgan III	1700 Covered Bridge Rd	Kents Store, Va	23084
34-2-A	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
34-A-16	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
34-A-18	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
34-1-1	Beckman Revocable Trust	2299 Covered Bridge Rd	Kents Store, Va	23084
34-1-3	Keith C. Wright	3197 Community House Rd	Columbia, Va	23038
34-1-5	Miller Revocable Trust	295 Phillips Ln	Bumpass, Va	23024
34-1-4	Edward & Barbara Windsor	29091 Red Stone Lane	Mechanicsville, Va	20659
33-A-30A	Simorg South Forests LLC	15 Piedmont Ctr Suite 1250	Atlanta, Ga	30305
44-A-46	Helen Stinson Et. AL	P.O. Box 84	New Canton, Va	23123
44-3-1	C. Allen & Loretta Haden	133 Sugar Bush	Williamsburg, Va	23188
44-3-2	Diamond Branch Farms LLC	16332 Mile Branch Rd	Rockville, Va	23146
44-2-3	C. Allen & Loretta Haden	133 Sugar Bush	Williamsburg, Va	23188
44-2-1	John E. Jones	1401 Windsor Way	Manakin Sabot, Va	23103
44-A-15	Mary C. Turner	1074 Shannon Hill Rd	Columbia, Va	23038
44-A-17	Emma Purcell Alexander	P.O. Box 666	Louisa, Va	23093
44-A-18	Mary Anne Greshanm	13101 Middle Ridge Way	Richmond, Va	23233
44-A-31	Hall Revocable Trust	11189 Lake Shore Court	Glen Allen, Va	23059
44-1-2	Hall Revocable Trust	11189 Lake Shore Court	Glen Allen, Va	23059

44-1-3B	Jose Luiz Viana	P.O. Box 10240	Rockville, MD	20849
54-A-10A	Robert & Joanne Maughan	11524 Birchill Lane	Glen Allen, Va	23059
54-A-14A	Anne-Marie McHale/Nina Hudock	2489 Stage Junction Rd	Columbia, Va	23038
54-1-1A	J.C. McCarty	3605 Ammons Ave	Richmond, Va	23223
54-6-C	Rotche & Suann Strickland	P.O. Box 36	Fork Union, Va	23055
54-1-1	Rotche & Suann Strickland	P.O. Box 36	Fork Union, Va	23055
54-2-1	Grace Lindsay Nolting	1317 Stage Junction Rd	Columbia, Va	23038
54-A-43	Emma Jean Wells	1181 Stage Junction Rd	Columbia, Va	23038
54-11-Z	Louis SR. & Rosa Payne	P.O. Box 861	Columbia, Va	23038
54-11-Y	Mary Theresa Bowles	979 Stage Junction Rd	Columbia, Va	23038
54-11-X	Fermey & Darlene Payne	911 Stage Junction Rd	Columbia, Va	23038
53-11-27	John & Susan Henry	14924 Alpine bay Loop	Gainesville, Va	20155
53-11-26	Paul Jr. & Sally Wylie	188 Scenic River Dr	Columbia, Va	23038
53-11-19	Central Virginia Electric Co-op	P.O. Box 247	Lovingston, Va	22949

- MEANS THERE IS LIMITED INFO. LISTED ON THE KDR SPREADSHEET

AFD Agricultural Forestal District

AUG 05 2015

FLUVANNA COUNTY JRWA PARCEL LIST - Rte. 6 to Louisa County

Planning Dept.

PARCEL	OWNER	ZONING	ACREAGE	LOCATION	CVEC (Yes/N	DOMINION (Yes/No)
67 12 A3	GARNETT AND LINDA S. JACKSON 481 KENT STORE ROAD <i>KS LOUISA, 23093 23084</i>	C-2	26.03	LOUISA	Yes	
14 9 4	ARNELL W. SIMMONS ET AL 6221 CHEVERLY PARK DRIVE CHEVERLY, MD. 20785				No	
14 A 14	GWENDOLYN D. JONES 65 WADDY CREEK DRIVE KENTS STORE, VA. 23084	A-1	10.11	FLUVANNA	Yes	
14 A 20A	JANET M. GRUBBS 1011 LEIGH MOUNTAIN ROAD GREEN BAY, VA. 23942	A-1	13.91	FLUVANNA	Yes	
14 14A	<i>Shelia Waddy</i>				No	
14 A 13	CHRISTOPHER E. PUCSEK 49 PONDEROSA LANE PALMYRA, VA. 22963	A-1	10.93	FLUVANNA	Yes	
14 A 20	R & R VA. CORP. 9505 MINNA DRIVE RICHMOND, VA. 23229	A-1	83.7	FLUVANNA	Yes	
23 A 51	WILLIAM D. WEISENBURGER P.O. BOX 6 KENTS STORE, VA. 23084	A-1	116.03	FLUVANNA	Yes	
23 A 61	DAVID J. & NANCY B. HAHN 8915 BRAEBURN DRIVE ANNANDALE, VA. 22003				Yes	
23 A 50	ROBERT O. PARRISH ET AL 819 PARRISH LANE	A-1	159.39	FLUVANNA	Yes	

	KENTS STORE, VA. 23084					
23 A 62	PARRISH REVOCABLE LIVING TRUST 1 REEDY PLACE BLUFFTON, SC 29909				Yes	
23 12 D	SMART LIVING TRUST F301 7090 COVENANT WOODS DRIVE MECHANICSVILLE, VA. 23111	A-1	52.22	FLUVANNA	Yes	
23 12 A	WILLIAM D. WEISENBURGER, JR 17932 JOPLIN ROAD TRIANGLE, VA. 22172	A-1	53.12	FLUVANNA	Yes	
23 A 66	WILLIAM R. HODGE JR. ET AL 639 WAY STATION LANE KENTS STORE, VA. 23084	A-1	152.55	FLUVANNA	Yes	
23 A 67	MARK A. & MARY. N. CREASEY 4499 NAHOR ROAD CHARLOTTESVILLE, VA. 22902	A-1	65.15	FLUVANNA	Yes	
23 A 72B	STEVEN B. & DEBORAH K. MILLER 4230 CHESTNUT HILLS DRIVE LOUISA, VA. 23093	A-1	26.06	FLUVANNA	Yes	
23 A 70	ESTATE OF JOHN M. SCOTT 13207 PIEDMONT VISTA DRIVE HAYMARKET, VA 20169	A-1	1.92	FLUVANNA	Yes	
23 A 96	WILLIAM B. HALEY, JR. 10546 LOUISA ROAD GORDONSVILLE, VA. 22942	A-1	24.32	FLUVANNA	Yes	
23 A 97	LORRAINE S. EVERETT STERLING VALLEY FARM KRESGEVILLE, PA. 18333	A-1	79.73	FLUVANNA	Yes	
23 A 99	GRAPETREE GROUP LLC 7506 VENABLE ROAD KENTS STORE, VA. 23084	A-1	9.71	FLUVANNA	Yes	

23 A 101	CANAAN SAVING STATION CHURCH 3718 OAK AVENUE GWYNN OAK MD. 21207	A-1	58.27	FLUVANNA	Yes	
23 A 102	MARTHA JANE BRICE 103 BRICE LANE KENTS STORE, VA. 23084	A-1	3.11	FLUVANNA	Yes	
23 A 103	GEORGE MINOR ESTATE 5807 CROWN STREET CAPITOL HEIGHTS, MD 20743	A-1	19.38	FLUVANNA	Yes	
23 A 37	ROBERT C. HUCKS 6220 VENABLE ROAD KENTS STORE, VA. 23084	A-1	13.43	FLUVANNA	Yes	
23 A 36E AFD	JOHN M. & KRISTIE L. SHERIDAN 445 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1	13.89	FLUVANNA	Yes	
23A 36A	MICHAEL V. & CELESTE R. COTTRELL 595 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1	18.35	FLUVANNA	Yes	
34 A 2	MICHAEL W. & DEBORAH H. LEWIS 194 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1	181.59	FLUVANNA	Yes	
34 A 4	EQUITY TRUST COMPANY 6 RIVA RIDGE LANE STAFFORD, VA. 22556	A-1	81.21	FLUVANNA	Yes	
34 3 A	A. NEAL & MARY C. SMITH 1450 COVERED BRIDGE LANE KENTS STORE, VA. 23084	A-1	27.29	FLUVANNA	No	
34 3 B1	A. NEAL & MARY C. SMITH 1450 COVERED BRIDGE LANE KENTS STORE, VA. 23084	A-1	19.82	FLUVANNA	No	

34 3 B3	NEAL & MARY C. SMITH 1450 COVERED BRIDGE LANE KENTS STORE, VA. 23084	A-1	14.38	FLUVANNA	Yes	
34 3 C	NELLIE M. RICHARDSON 1508 COVERED BRIDGE LANE KENTS STORE, VA. 23084	A-1	21.6	FLUVANNA	Yes	
34 3 C1	CHARLOTTE R. KIDD 1562 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1	3.13	FLUVANNA	Yes	
34 3 B2	WILLIAM B. MORGAN, III ET UX 1700 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1	17.99	FLUVANNA	Yes	
34 2 A	WILLIAM F. & SUSAN A. HUGHES 2022 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1	109.69	FLUVANNA	Yes	
34 A 17	CAROLYN H. COPENHAVER 2018 COVERED BRIDGE ROAD KENTS STORE, VA. 23084				No	
AFD						
34 A 16	WILLIAM F. & SUSAN A. HUGHES 2022 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1	98.92	FLUVANNA	Yes	
34 A 18	WILLIAM F. & SUSAN A. HUGHES 2022 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1	77.10	FLUVANNA	Yes	
34 1 1	BECKMAN REVOCABLE TRUST 2299 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1	103.06	FLUVANNA	Yes	
34 1 3	KEITH C. WRIGHT 3197 COMMUNITY HOUSE ROAD COLUMBIA, VA. 23038	A-1	104.59	FLUVANNA	Yes	
34 1 5	MILLER REVOCABLE TRUST					

	5 PHILLIPS LANE BUMPASS, VA. 23024	A-1	91.01	FLUVANNA	Yes	
34 1 4	EDWARD A. & BARBARA A. WINDSOR 29091 RED STONE LANE MECHANICSVILLE MD. 20659	A-1	103.04	FLUVANNA	Yes	
33 A 30A	SIMORG SOUTH FORESTS LLC 15 PEIDMONT CENTER SUITE 1250 ATLANTA, GA. 30305	A-1	122.17	FLUVANNA	Yes	
44 A 46	HELEN STINSON ET AL P.O. BOX 84 NEW CANTON, VA. 23123	A-1	145.78	FLUVANNA	Yes	
44 A 46A	FRANETTA BLAND 2586 COMMUNITY HOUSE ROAD COLUMBIA, VA. 23038	A-1	3.32	FLUVANNA	Yes	
44 3 1	C. ALLEN & LORETTA M. HADEN 133 SUGAR BUSH WILLIAMSBURG, VA. 23188	A-1	103.44	FLUVANNA	Yes	
44 3 2	DIAMOND BRANCH FARMS LLC 16332 MILE BRANCH ROAD ROCKVILLE VA. 23146	A-1	98.16	FLUVANNA	Possible yes, depending on GIS uncertainty	
44 2 3	C. ALLEN & LORETTA M. HADEN 133 SUGAR BUSH WILLIAMSBURG, VA. 23188	A-1	238.52	FLUVANNA	Yes	
44 2 5	JEFFREY S. & EMILY I. LUKHARD 2426 SHANNON HILL ROAD COLUMBIA, VA. 23038				No	
44 2 4	HALL REVOCABLE TRUST 11189 LAKE SHORE COURT GLEN ALLEN, VA. 23059				No	
44 2 2	JOHN E. JONES 1401 WINDSOR WAY				Possible yes, depending on GIS uncertainty	

MANAKIN SABOT, VA. 23103						
44 2 1	JOHN E. JONES 1401 WINDSOR WAY MANAKIN SABOT, VA. 23103	A-1	285.24	FLUVANNA	Yes	
44 A 15 AFD	MARY C. TURNER 1074 SHANNON HILL ROAD COLUMBIA, VA. 23038				Yes	
44 A 17	EMMA PURCELL ALEXANDER P.O. BOX 666 LOUISA, VA. 23093	A-1	11	FLUVANNA	No	
44 A 18 AFD	MARY ANNE GRESHAM, ET AL 13101 MIDDLE RIDGE WAY RICHMOND, VA. 23233	A-1	186.08	FLUVANNA	Yes	
44 A 31	HALL REVOCABLE TRUST 11189 LAKE SHORE COURT GLEN ALLEN, VA. 23059	A-1	23.54	FLUVANNA	Yes	
44 1 2	HALL REVOCABLE TRUST 11189 LAKE SHORE COURT GLEN ALLEN, VA. 23059	A-1	15.96	FLUVANNA	Yes	
44 1 3B	JOSE LUIZ VIANA P.O. BOX 10240 ROCKVILLE, MD. 20849	A-1	8.26	FLUVANNA	Yes	
54 A 10A	ROBERT L. & JOANNE H. MAUGHAN 11524 BIRCHILL LANE GLEN ALLEN, VA. 23059	A-1	84.96	FLUVANNA	Yes	
54 A 14A	ANNE-MARIE H. McHALE & NINA HUDOCK 2489 STAGE JUNCTION ROAD COLUMBIA, VA. 23038	A-1	20	FLUVANNA	Yes	
54 1 1A	J.C. McCARTY ET AL 3605 AMMONS AVENUE RICHMOND, VA. 23223				No	

54 6 C	ROTCHÉ L. & SUANN STRICKLAND P.O. BOX 36 FORK UNION, VA. 23055	A-1	2.98	FLUVANNA	Yes	
54 1 1 AFD	ROTCHÉ L. & SUANN STRICKLAND P.O. BOX 36 FORK UNION, VA. 23055	A-1	69.09	FLUVANNA	Yes	
54 2 1 AFD	GRACE LINDSAY NOLTING 1317 STAGE JUNCTION ROAD COLUMBIA, VA. 23038	A-1	36.01	FLUVANNA	Yes	
54 A 41	RICHARD, JR. & JULIA N. ROSE 749 CARYSBROOK ROAD FORK UNION, VA. 23055	A-1	114.94	FLUVANNA	Yes	
54 A 43	EMMA JEAN T. WELLS 1181 STAGE JUNCTION ROAD COLUMBIA, VA. 23038	A-1	4.92	FLUVANNA	Yes	
54 11 Z	LOUIS R., SR. & ROSA L. PAYNE P.O. BOX 861 COLUMBIA, VA. 23038	A-1	12.81	FLUVANNA	Yes	
54 11 Y	MARY THERESA BOWLES 979 STAGE JUNCTION ROAD COLUMBIA, VA. 23038	A-1	17.91	FLUVANNA	Yes	
54 11 X	FERMEY J., JR. & DARLENE PAYNE 911 STAGE JUNCTION ROAD COLUMBIA, VA. 23038	A-1	17.03	FLUVANNA	Yes	
53 11 27	JOHN E. & SUSAN A. HENRY 14924 ALPINE BAY LOOP GAINESVILLE, VA. 20155	A-1	9.55	FLUVANNA	Yes	
53 11 26	PAUL D., JR. & SALLY C. WYLIE 188 SCENIC RIVER DRIVE COLUMBIA, VA. 23038	A-1	9.34	FLUVANNA	No	

53 11 19	JLL - NO OWNER LISTED				No	Yes
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Fluvanna County RWM Adjacent Parcels

JRWA South of Route 6

61-A-4	1
61-A-1	1
53-A-63	1
53-11-6	1
53-11-4	1
53-A-60	1
	6

North of Route 6

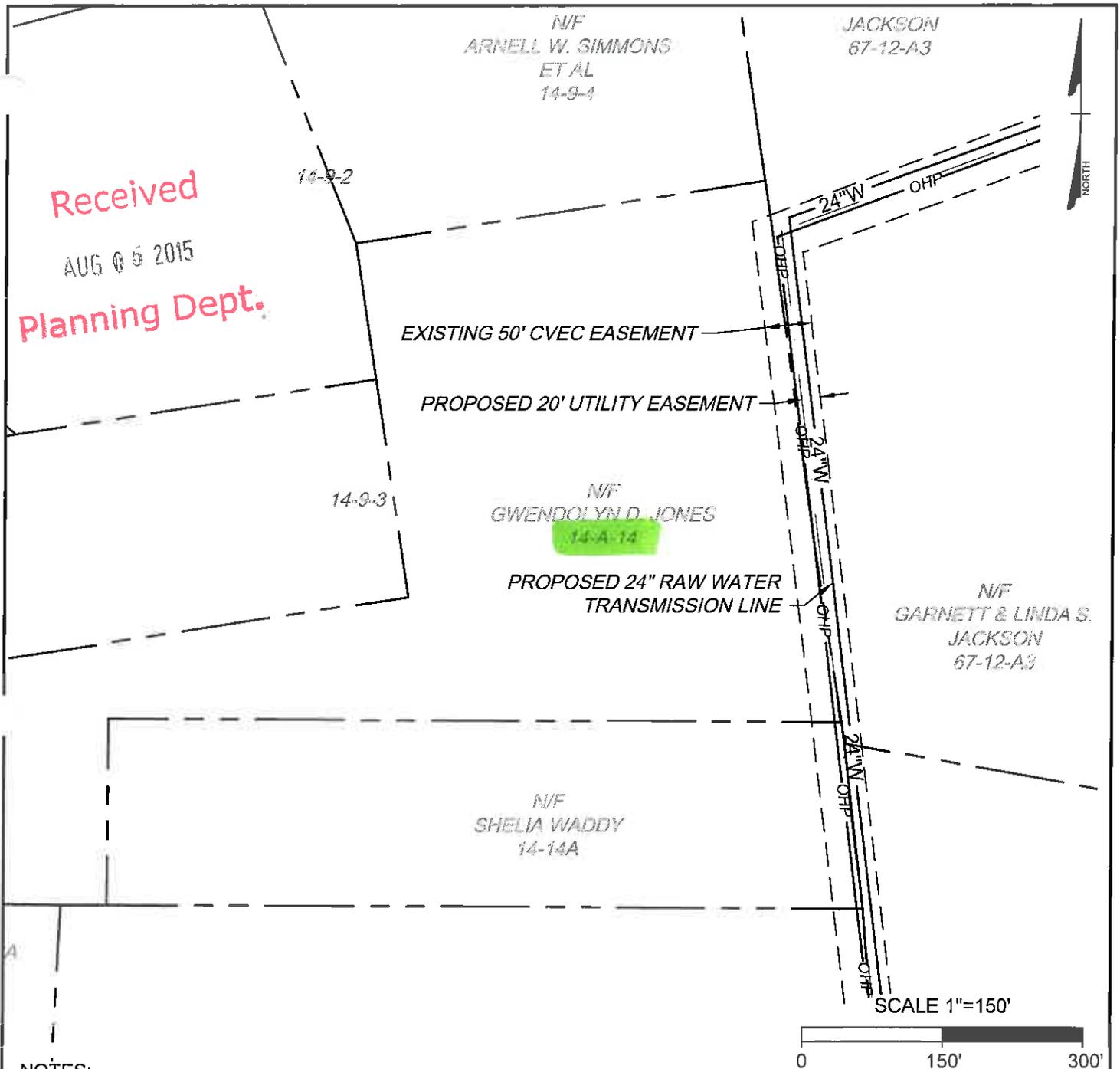
53-A-69	1
53-11-20	1
53-11-18	1
53-11-5	1
53-11-25	1
53-11-17	1
53-11-28	1
53-11-29	1
54-A-45	1
54-A-44A	1
54-A-44B	1
54-A-41	1
54-11-ZA	1
53-A-74	1
53-3-2	1
54-4-41A	1
54-A-39	1
54-A-38	1
54-A-37	1
54-7-4	1
54-7-3	1
54-7-2	1
54-7-1	1
54-A-15	1
54-6-B	1
54-A-14	1
54-6-A	1
54-1-1C	1
54-A-4	1
54-A-5A	1
54-A-5	1
54-A-7	1
54-A-8	1

44-1-1	1
54-A-11	1
54-A-10	1
44-1-3	1
44-A-18A	1
44-A-18B	1
44-A-22	1
44-A-22A	1
44-A-21	1
44-A-13	1
44-A-14B	1
44-5-14	1
44-A-12	1
44-A-8	1
44-A-7	1
44-2-2	1
44-2-4	1
44-2-5	1
44-A-2	1
33-A-29	1
33-A-30	1
33-A-31	1
44-A-46A	1
44-4-4	1
44-4-3	1
44-4-2	1
45-A-3	1
45-A-1	1
45-1-1	1
45-1-2	1
45-A-2	1
34-1-2	1
34-1-1	1
34-1-3D	1
34-A-22	1
34-1-3C	1
34-1-3B	1
34-1-3A	1
33-A-34	1
33-A-34B	1
33-A-37	1
34-A-17	1
33-A-1	1
34-3-C1A	1
34-3-C2	1
34-A-3	1
34-A-14	1

34-A-12	1
34-A-5	1
34-A-2B	1
23-A-36	1
22-A-66	1
34-A-2A	1
23-A-52	1
23-A-35	1
23-A-38B	1
23-A-104	1
23-A-1	1
23-A-100	1
23-A-101A	1
23-A-99F	1
23-A-99A	1
23-A-95	1
23-A-99C	1
23-A-78B	1
23-A-98	1
23-A-79C	1
23-A-79A	1
23-A-80A	1
23-A-84	1
23-A-71	1
23-A-81	1
23-A-72A	1
23-A-69	1
23-A-66	1
23-13-A	1
23-A-45A	1
23-A-64	1
23-1-3	1
23-16-6	1
23-16-7	1
23-16-8	1
23-16-9	1
23-A-62	1
23-A-61	1
23-12-C	1
23-A-9	1
23-A-11A	1
23-A-11	1
23-A-6	1
23-A-5	1
14-A-10	1
14-A-11	1
23-11-1	1

23-11-2	1
14-1-2	1
14-8-3	1
14-8-2	1
14-A-12	1
14-9-4	1
14-A-13	1
14-14A	1
14-A-14	1

TOTAL ADJOINING PARCELS: 136



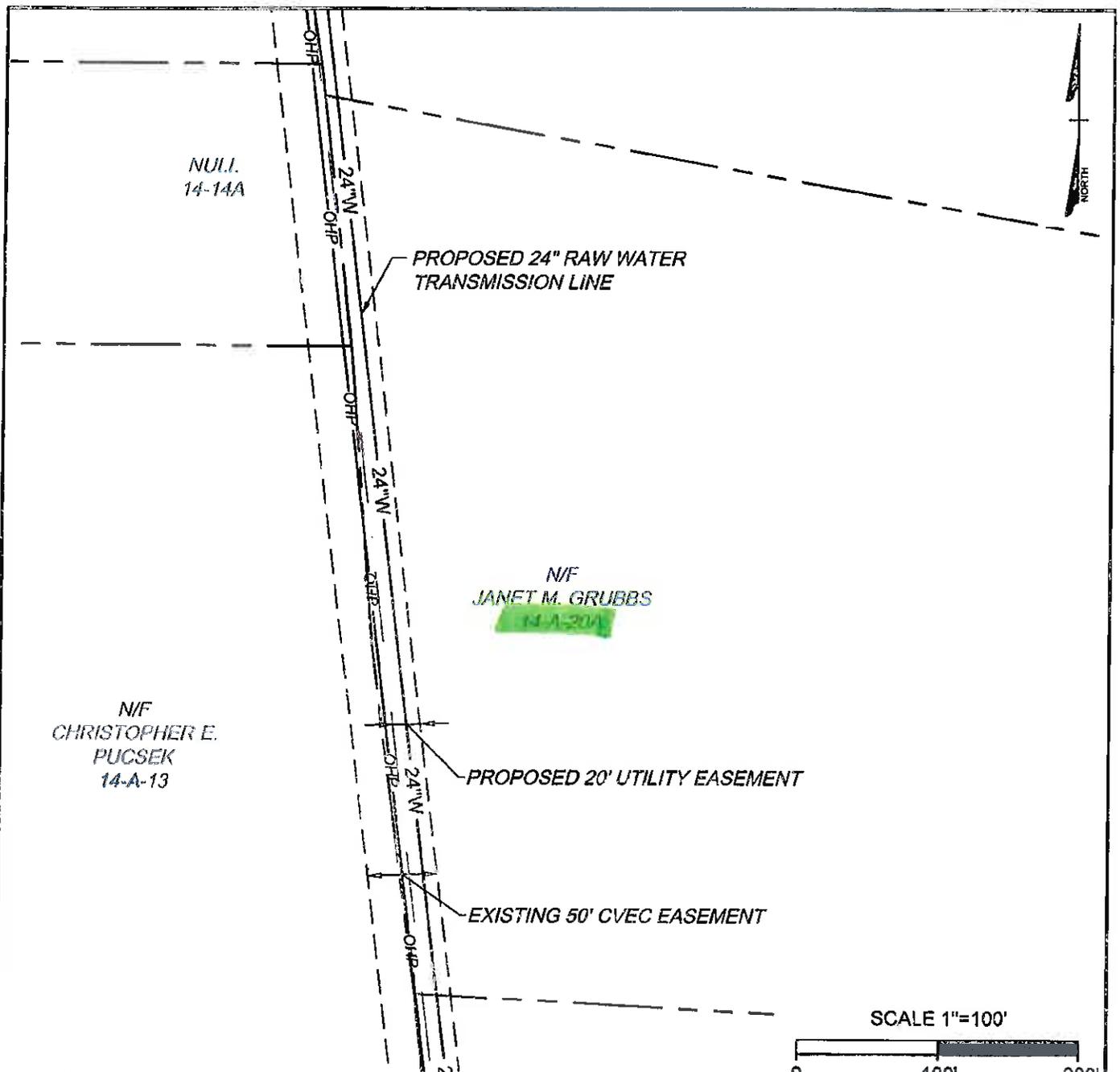
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 14-A-14**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 07/17/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 14-A-20A**

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TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 100'

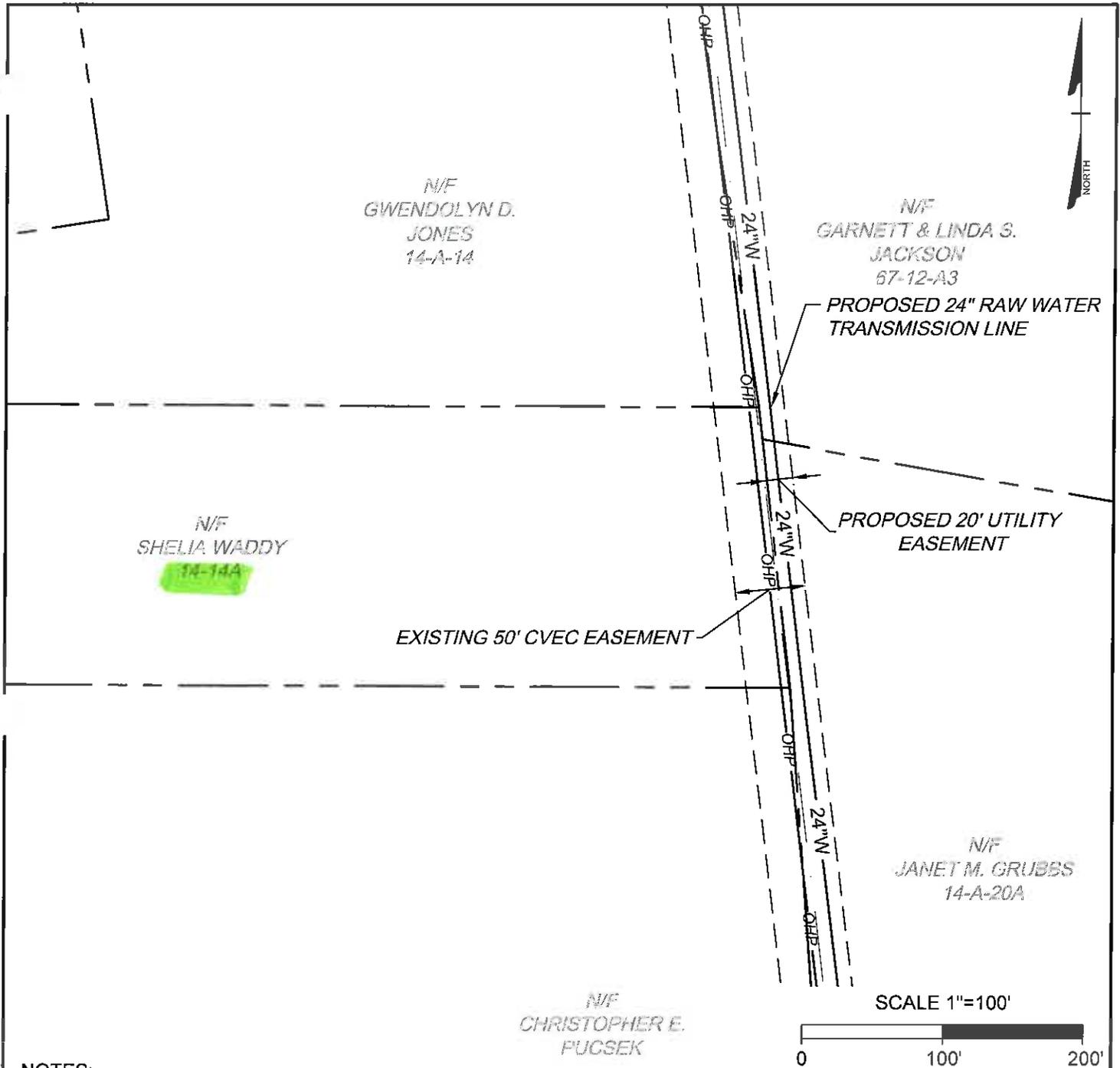
Sheet 1 of 1

J.N.: 33973

Drawn by: J. ECK

Checked by: D. SAUNDERS

TIMMONS GROUP



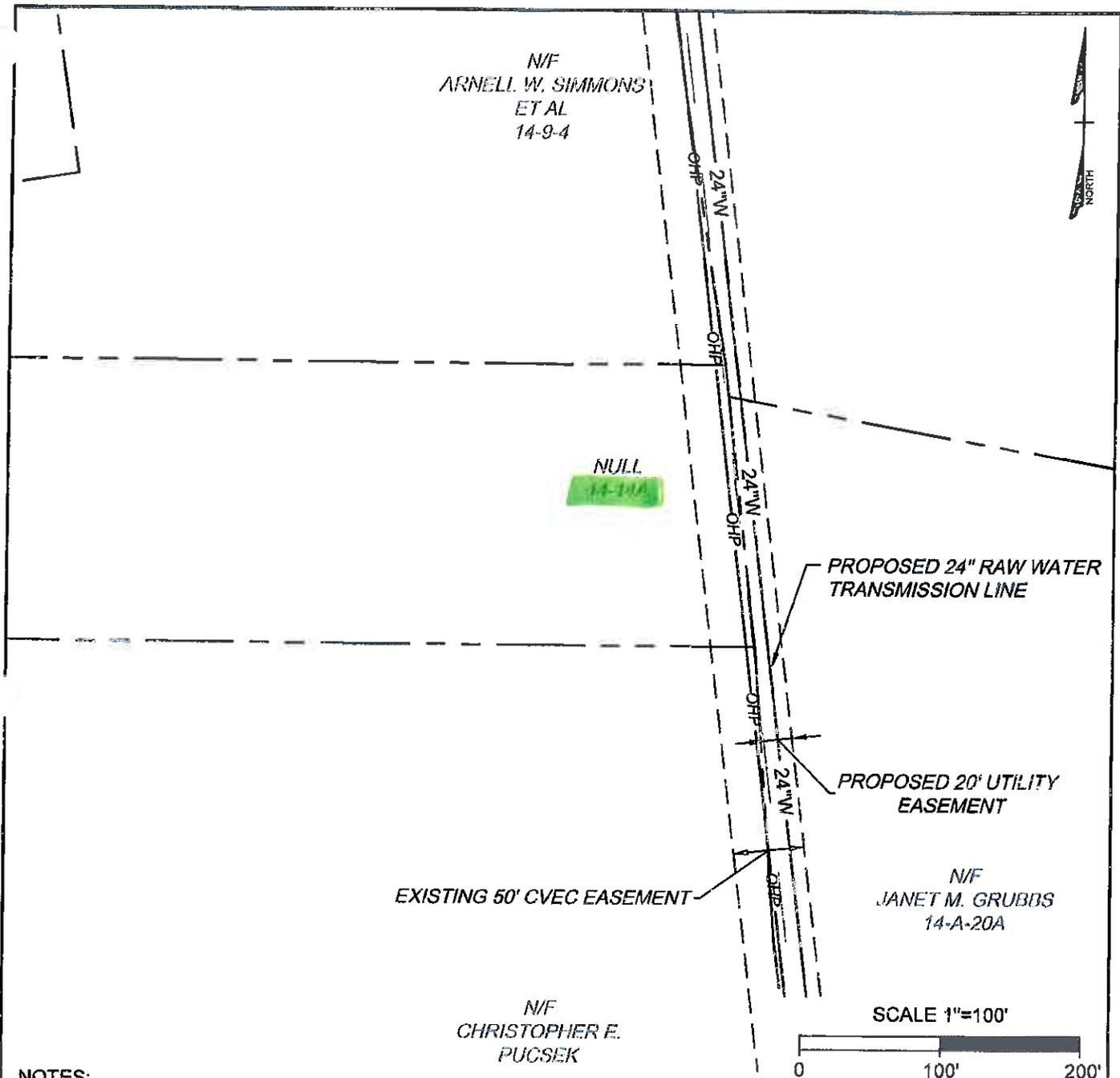
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 14-14A**

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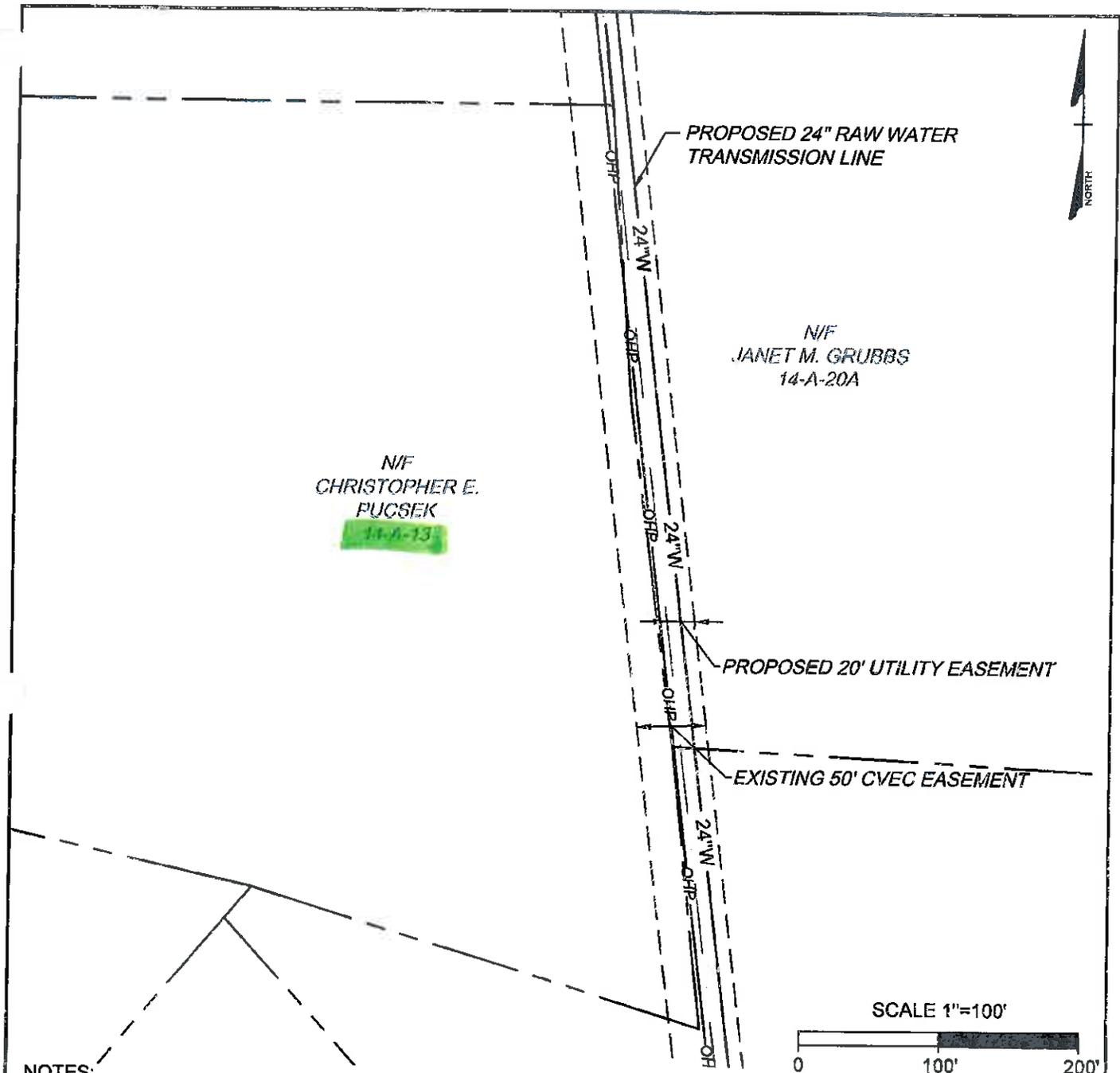
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 14-14A**

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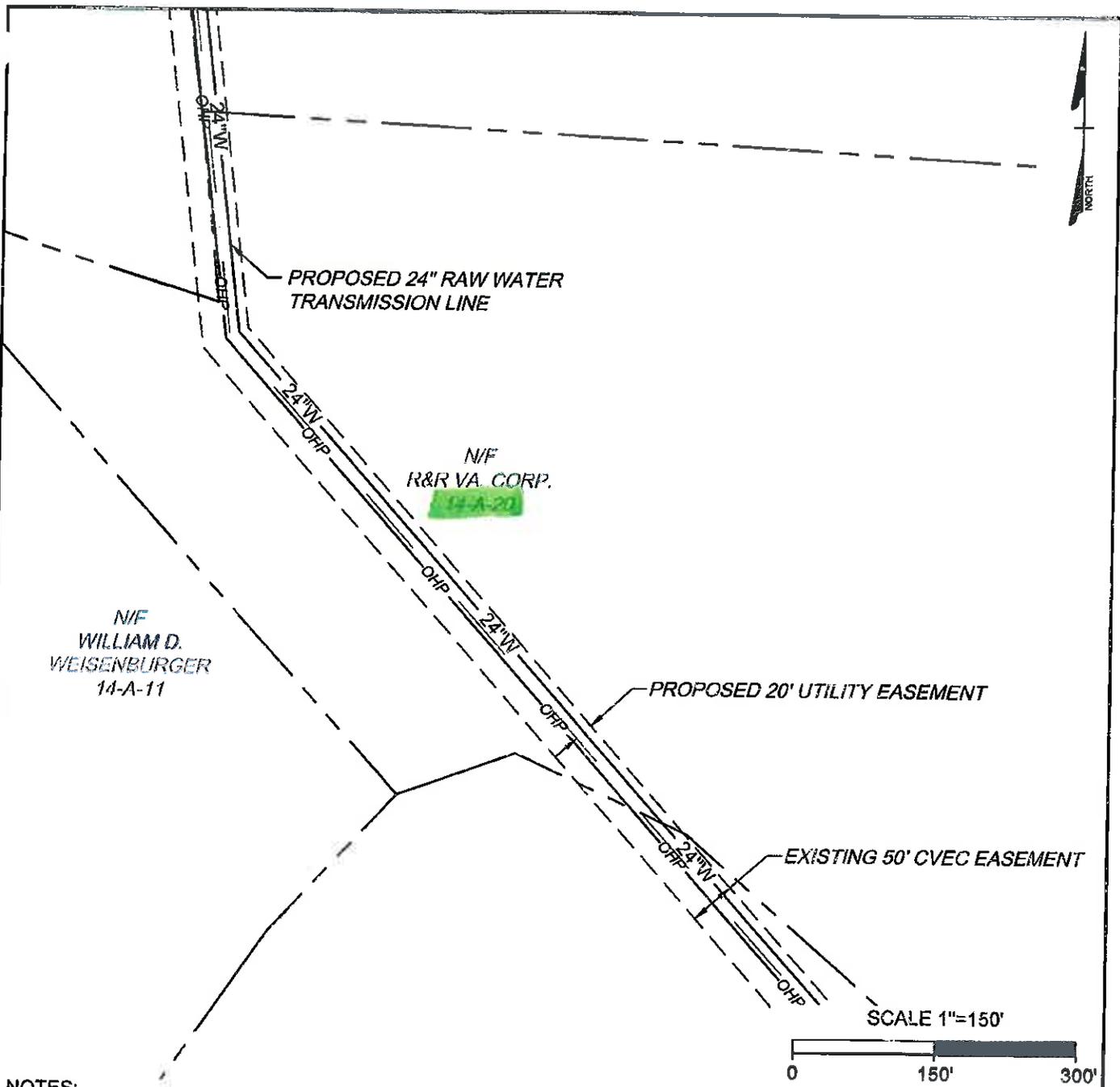
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 14-A-13**

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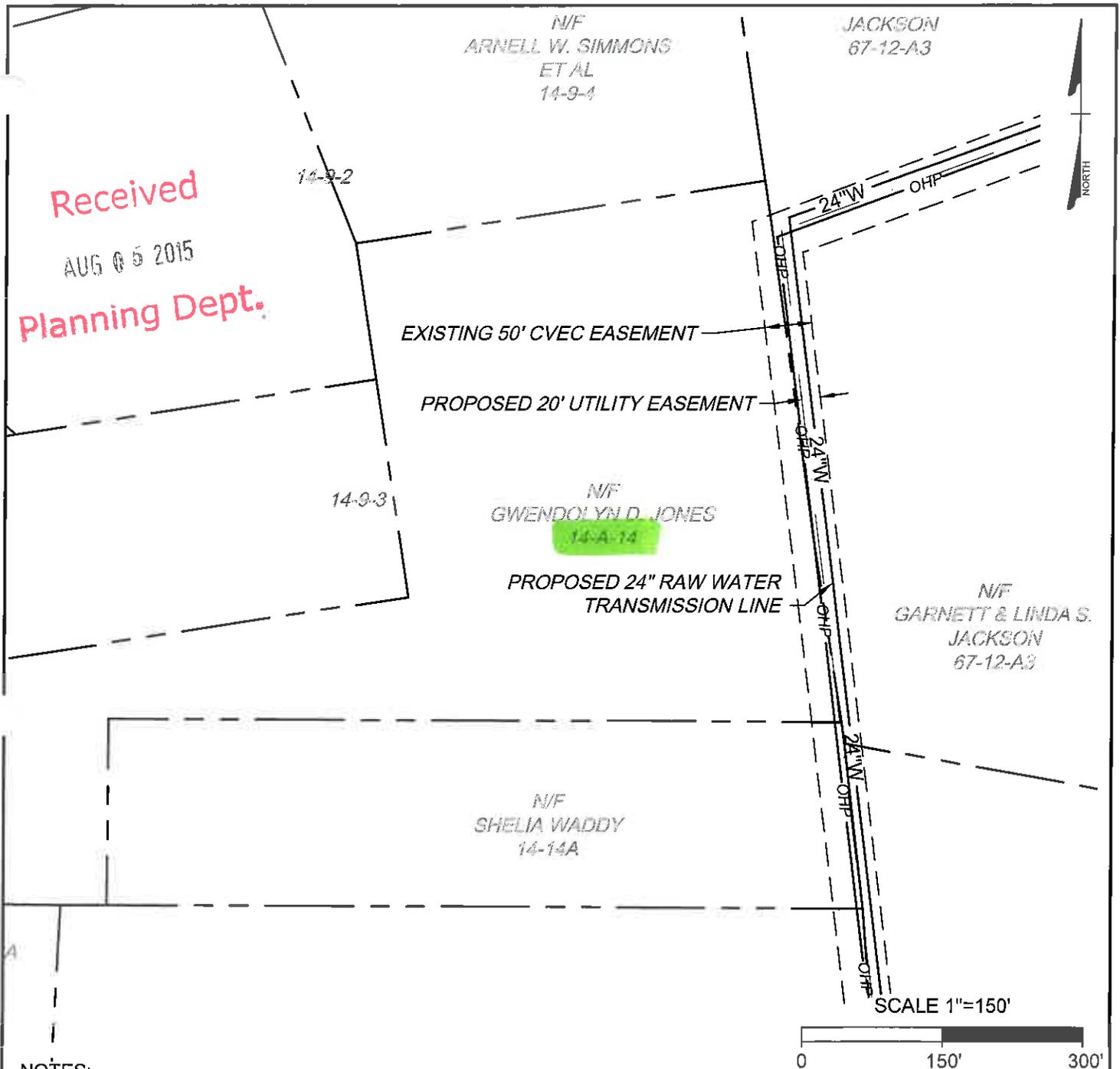
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 14-A-20**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
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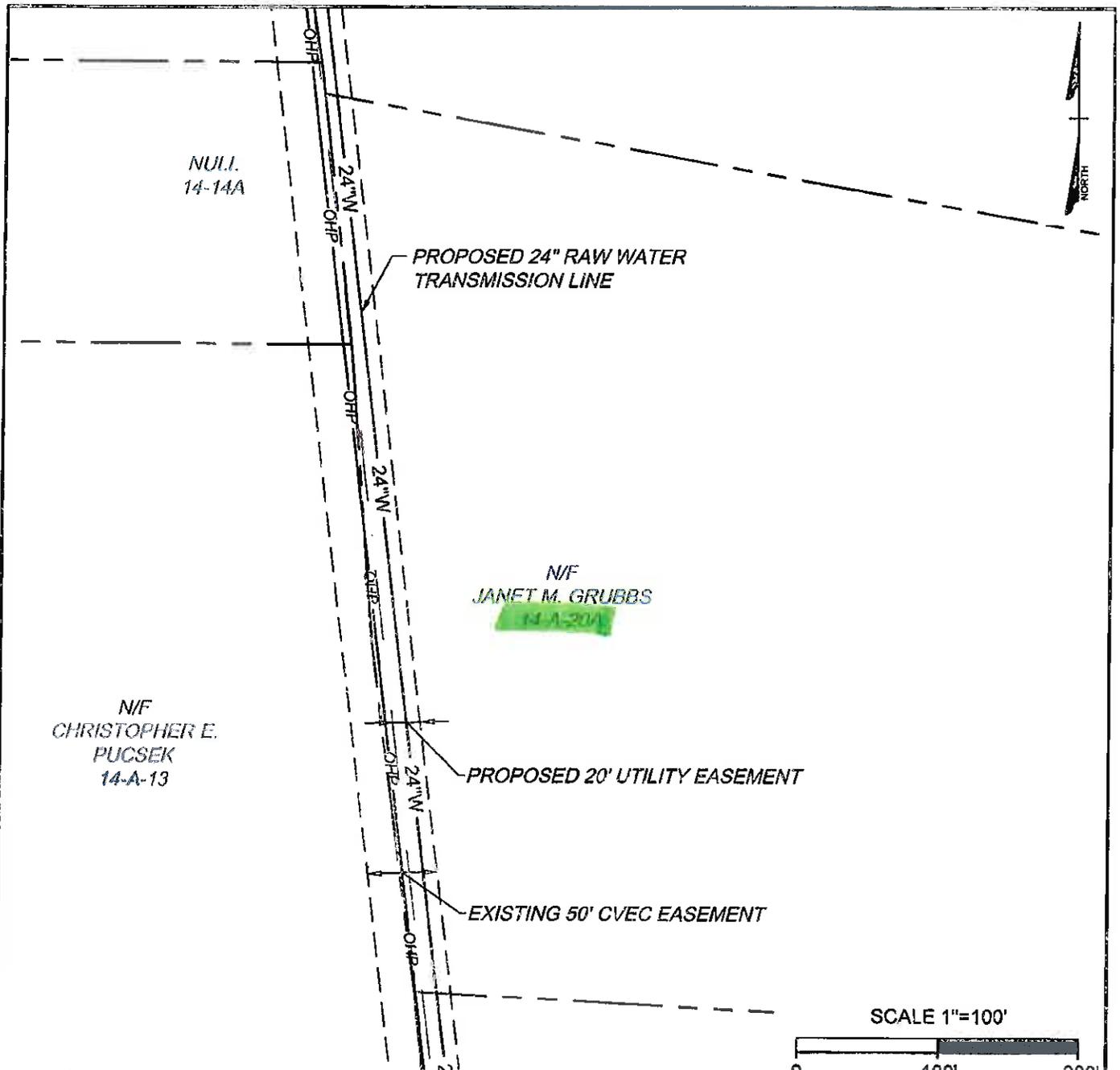
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 14-A-14**

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		Date: 07/17/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 14-A-20A**

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YOUR VISION ACHIEVED
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 100'

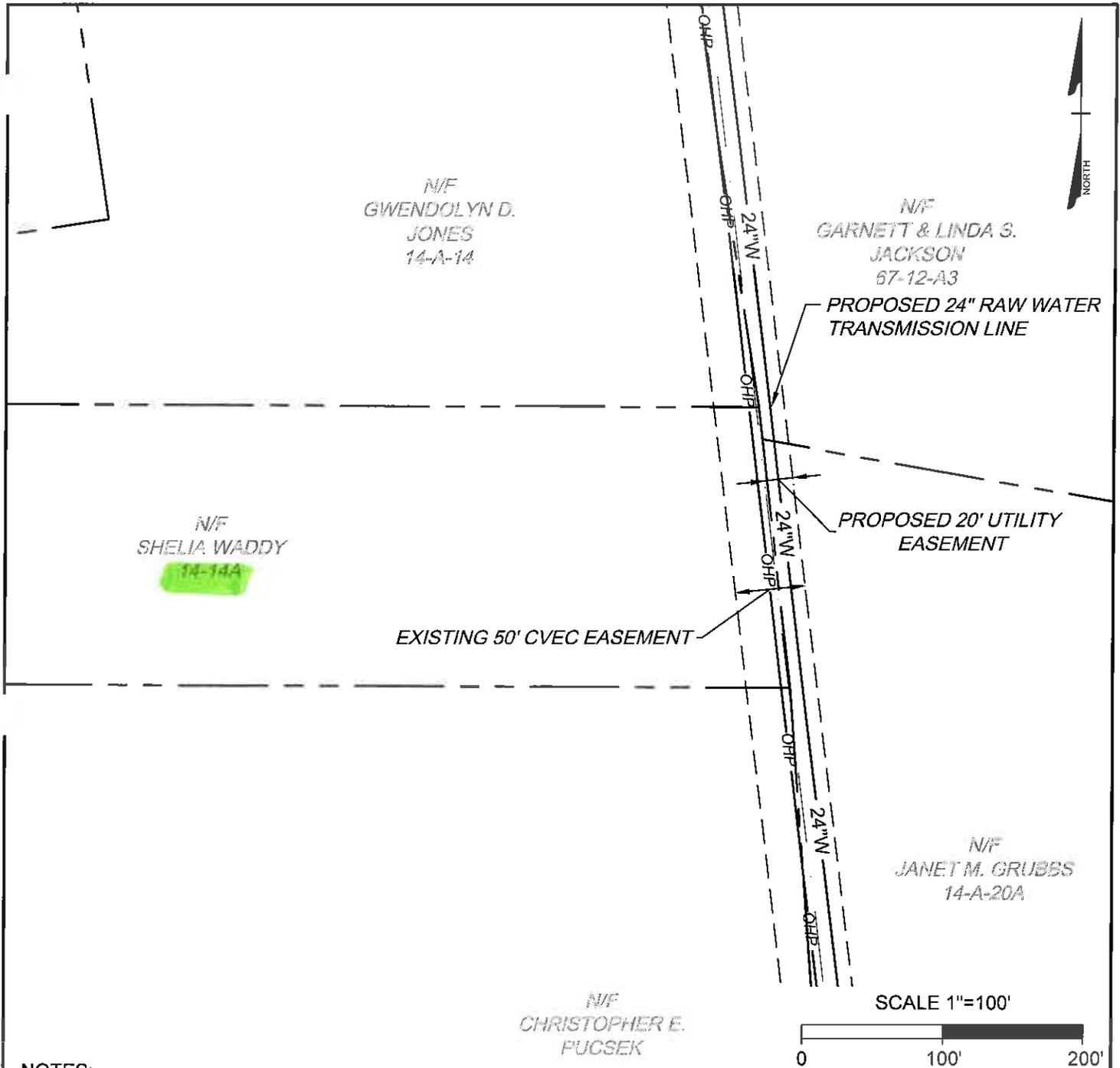
Sheet 1 of 1

J.N.: 33973

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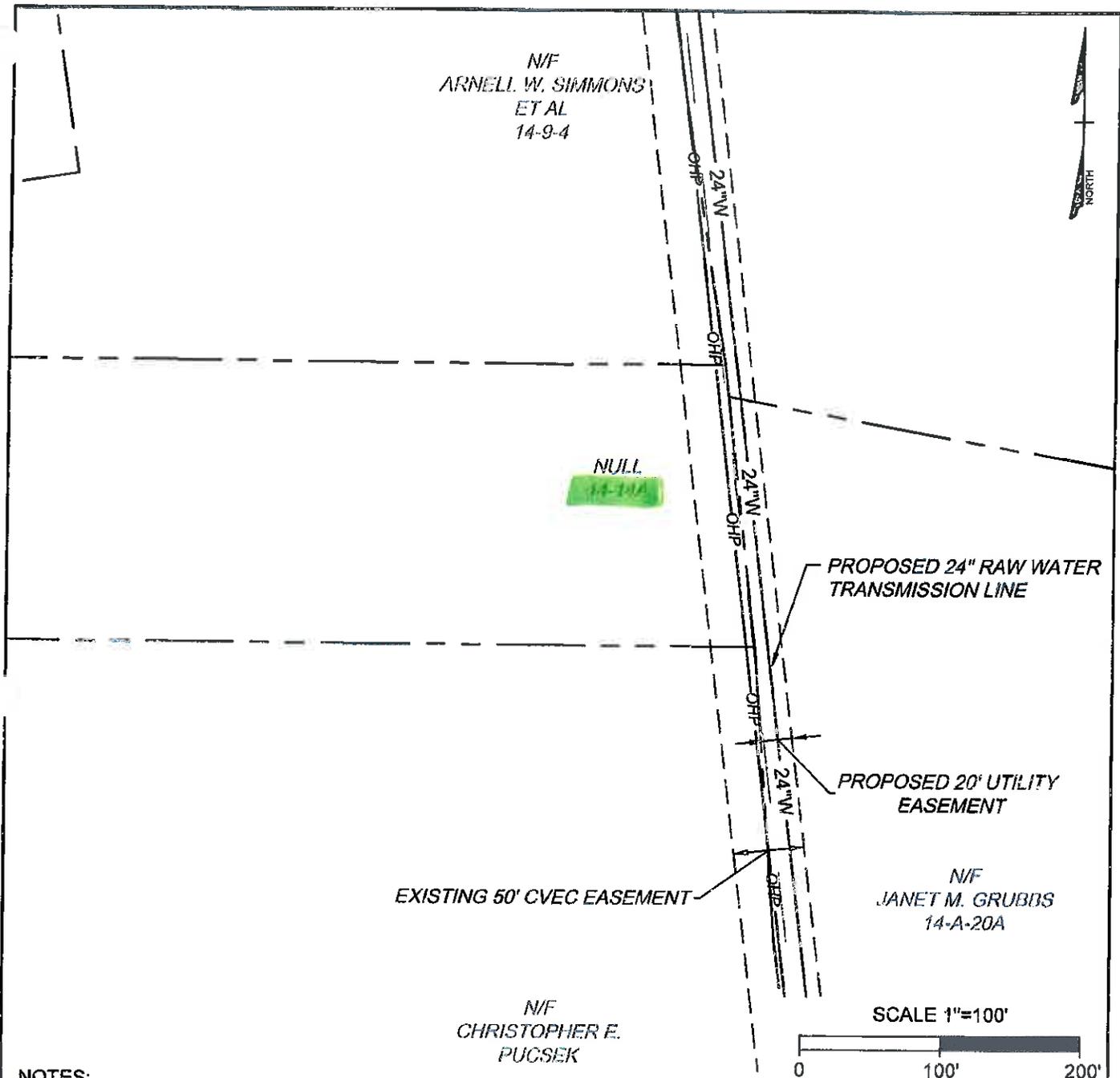
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 14-14A**

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		Date: 07/21/2015	1" = 100'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





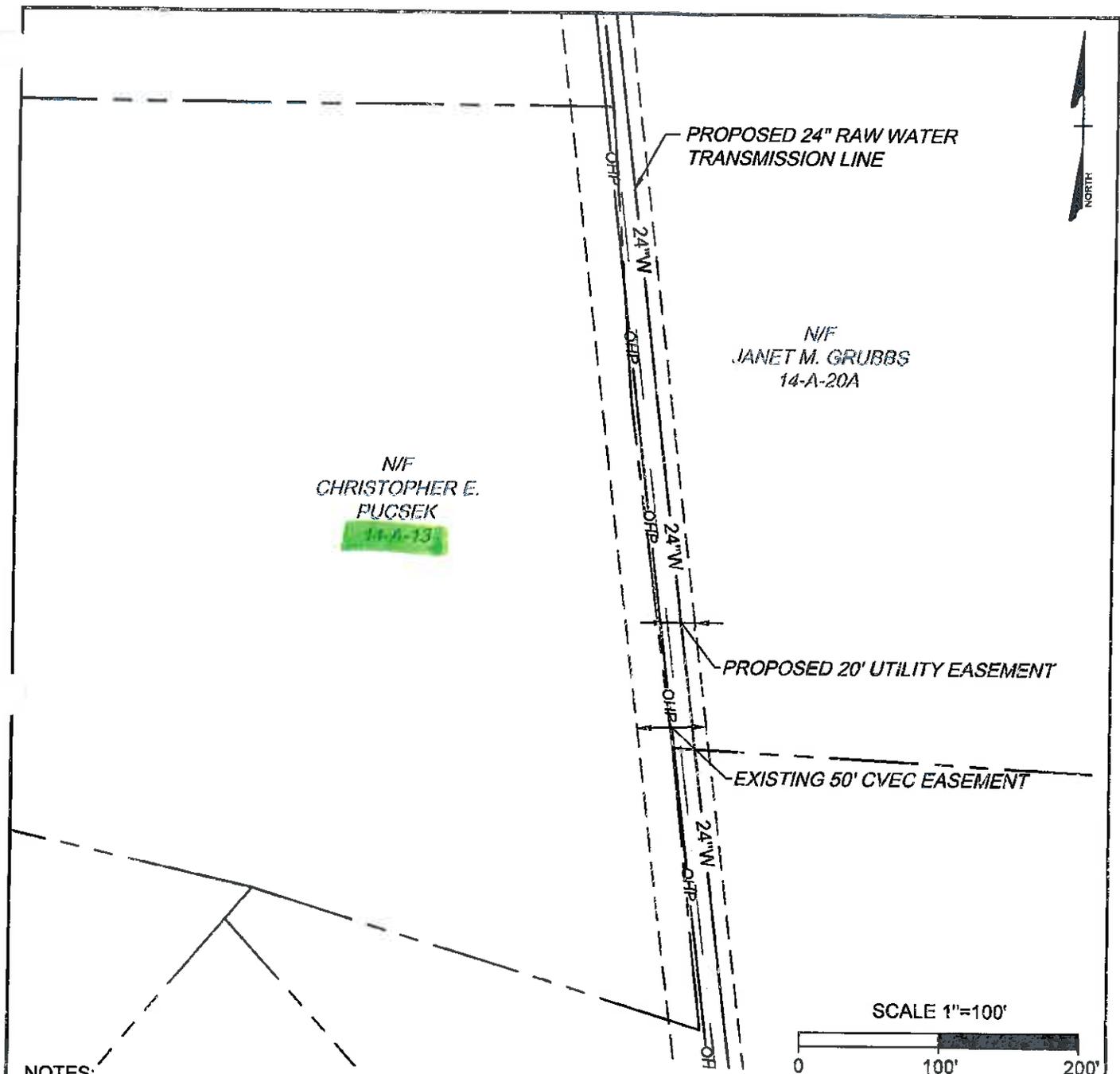
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 14-14A**

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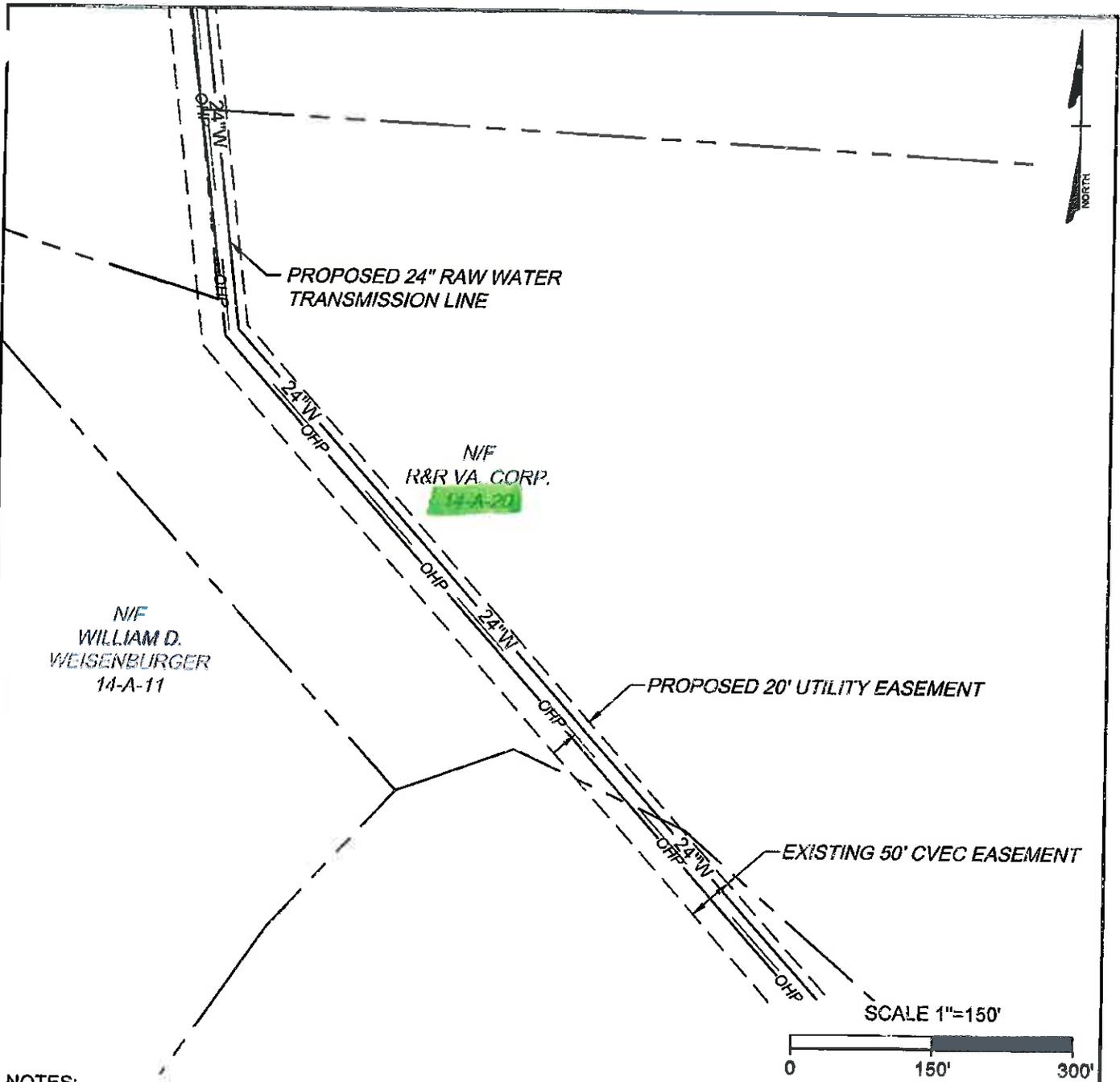
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 14-A-13**

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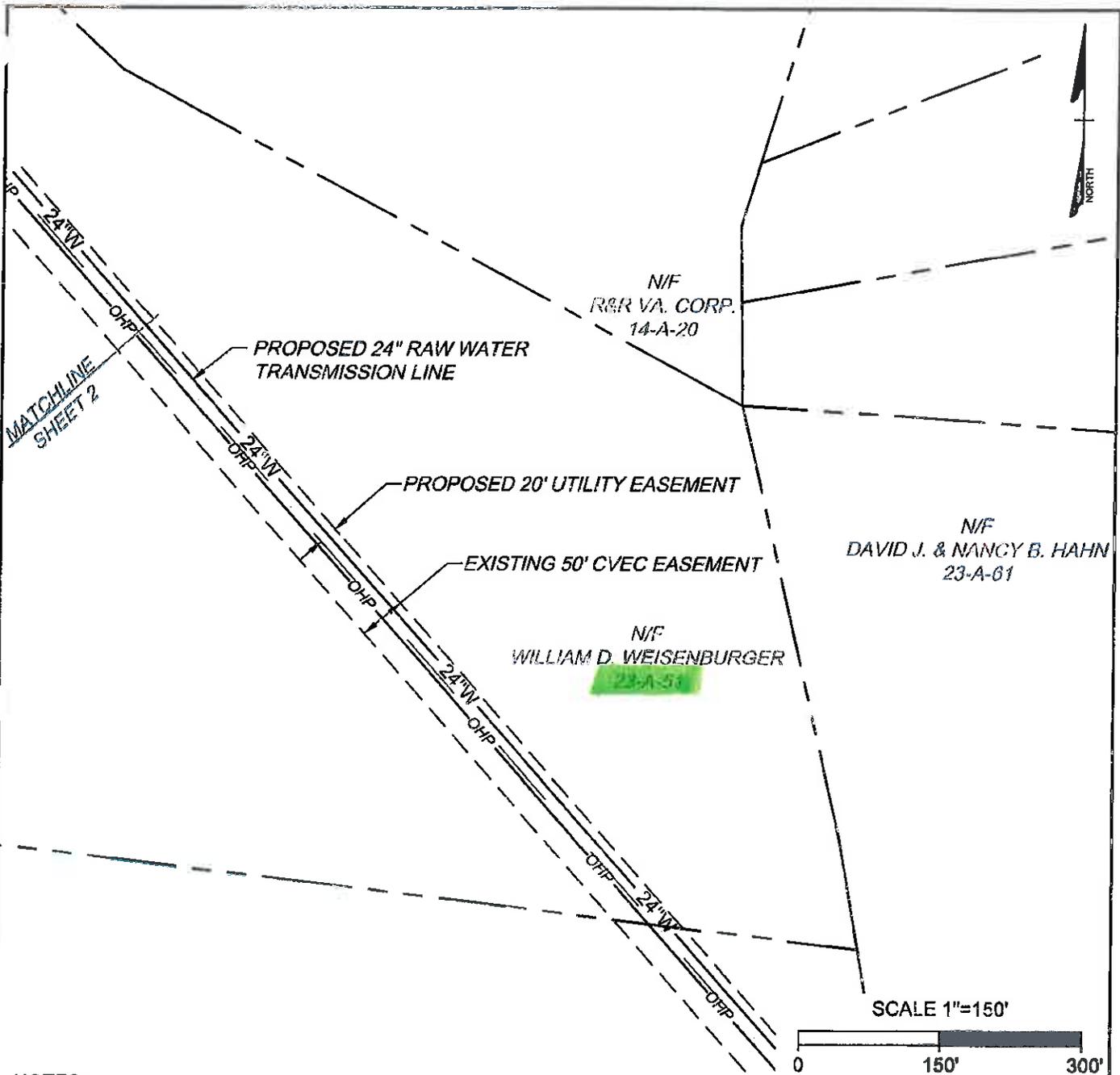
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 14-A-20**

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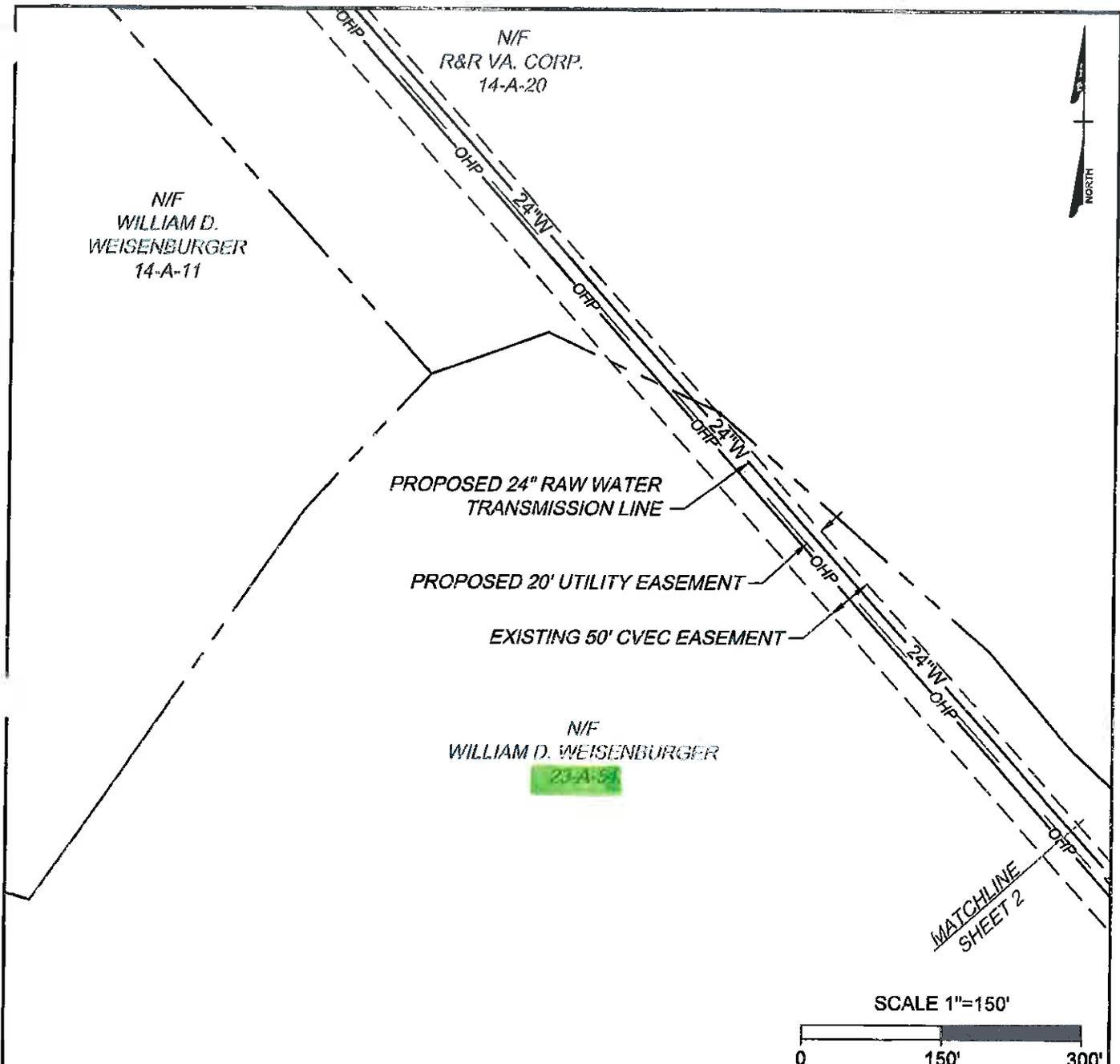
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-51**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 3	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





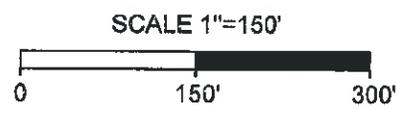
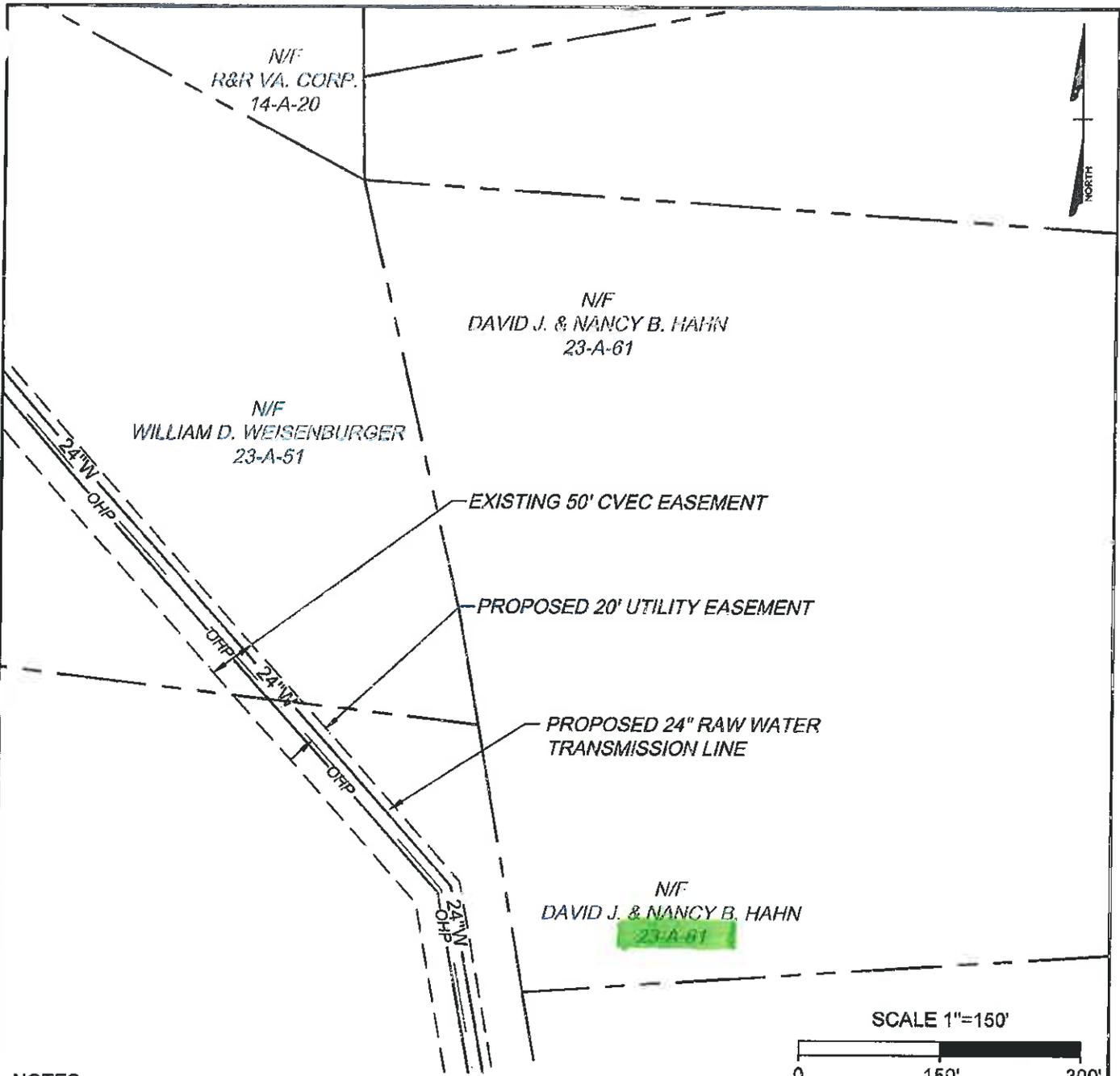
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-51**

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		Date: 06/11/2015	1" = 150'
		Sheet 3 of 3	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





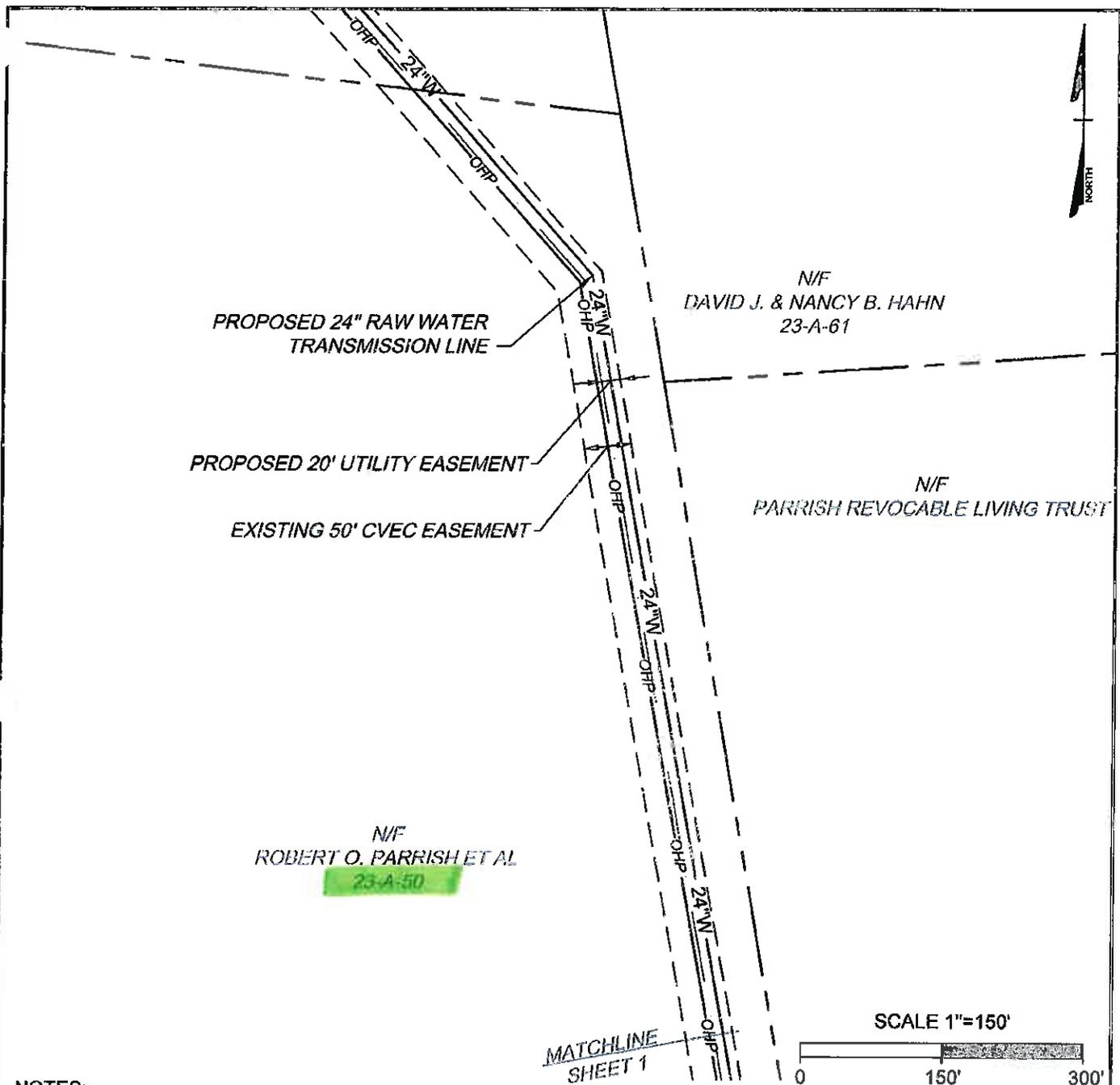
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-61**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





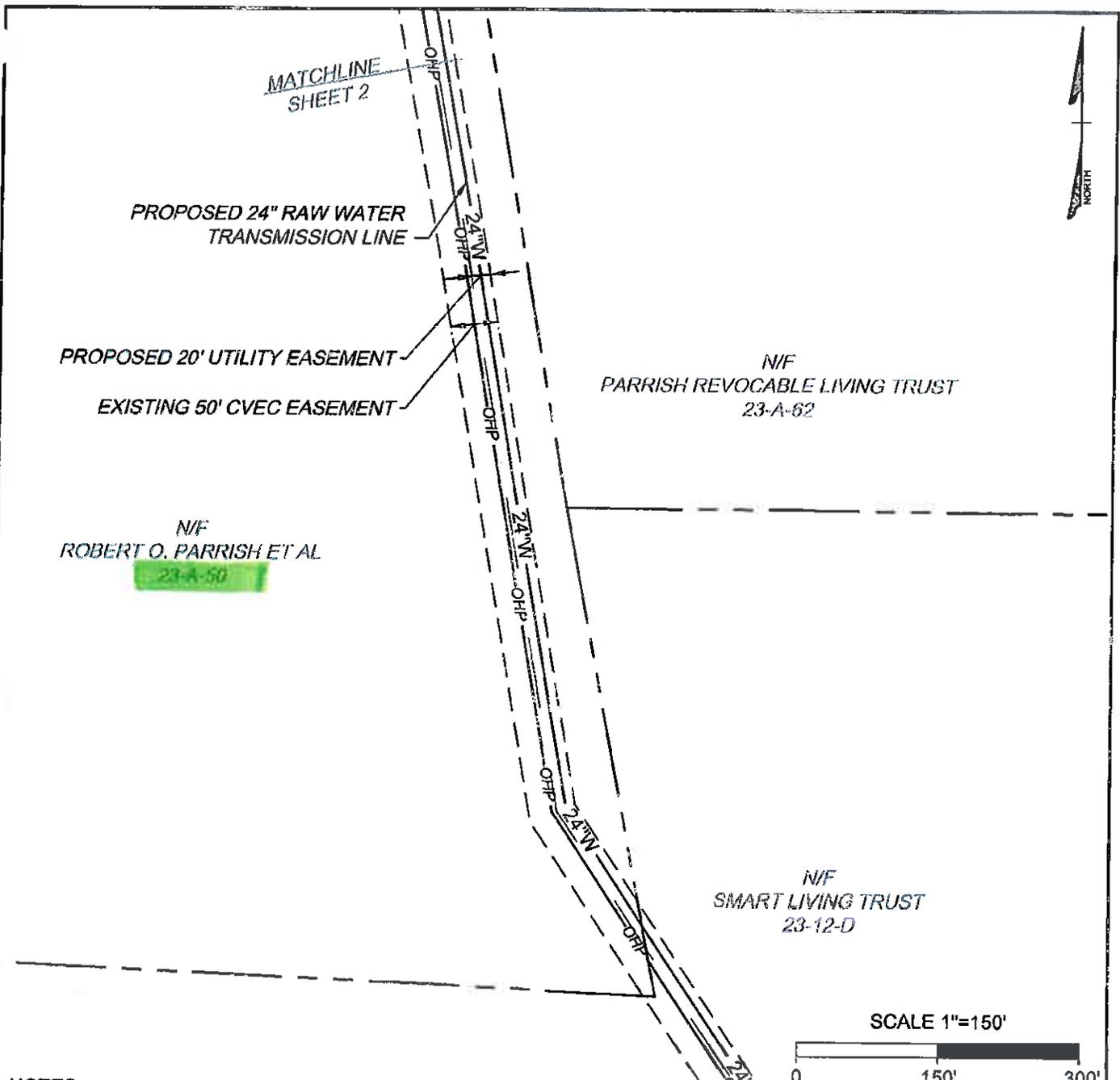
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-50**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





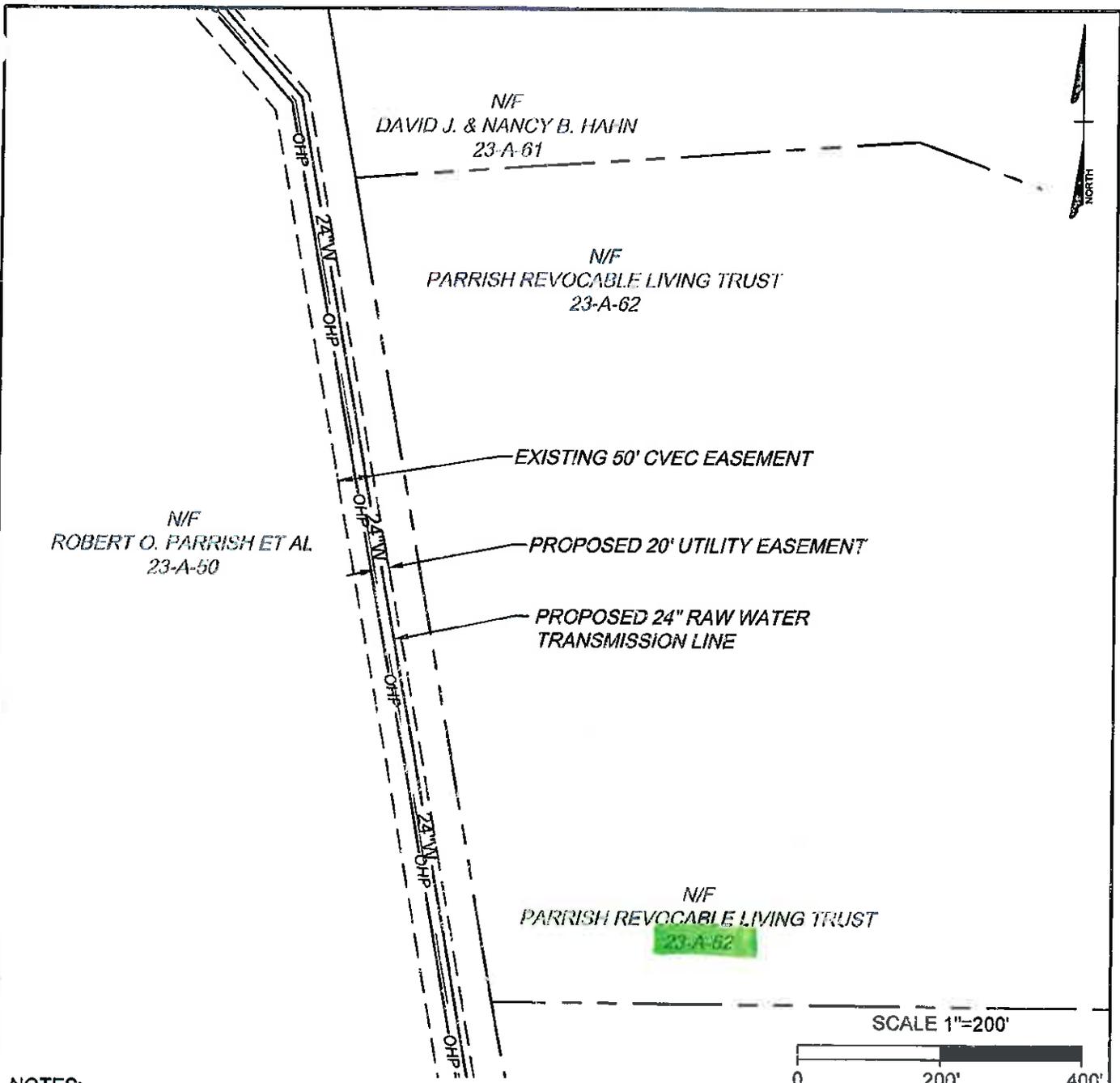
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-50**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 2	J.N.: 33973
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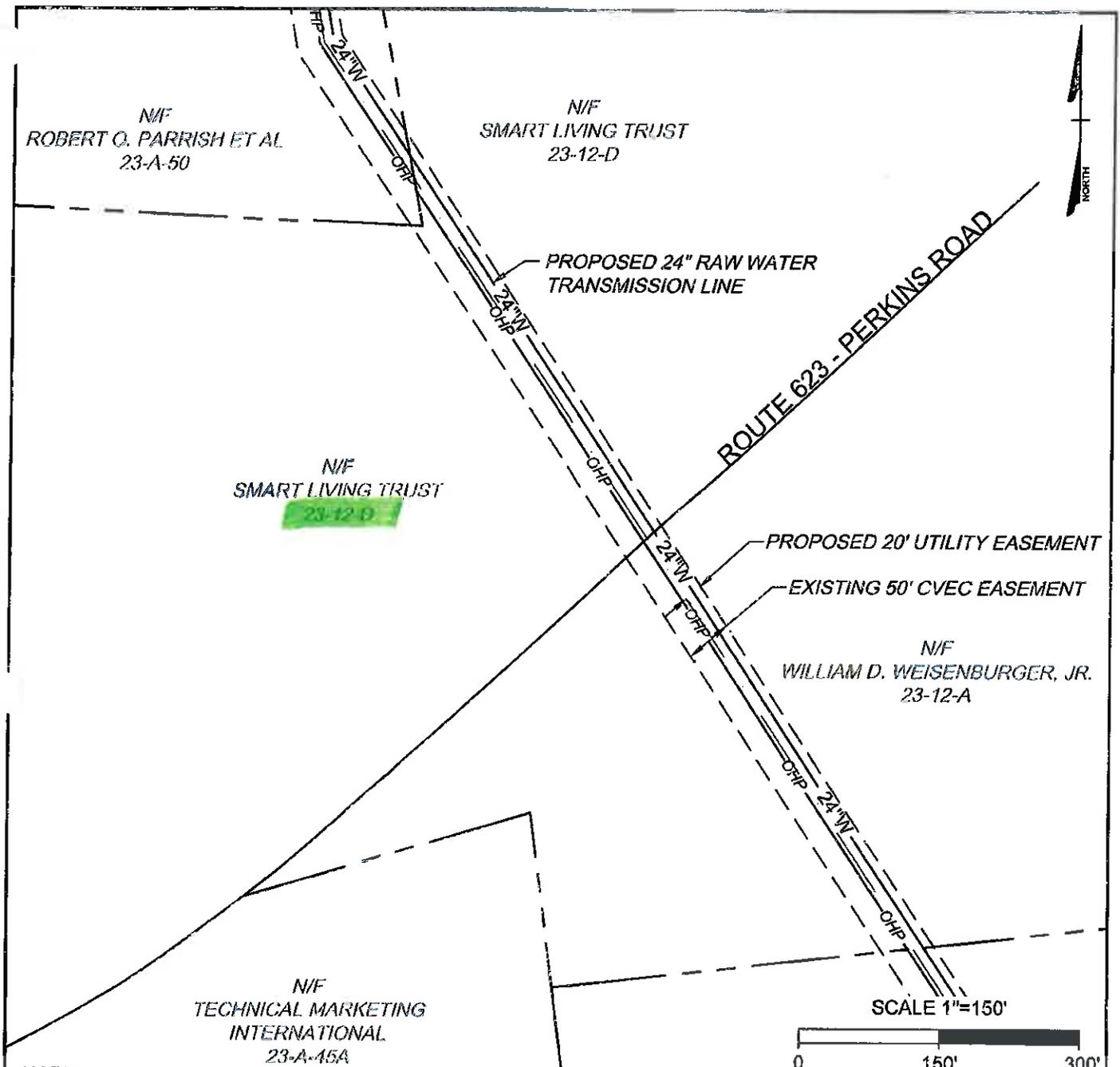
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-62**

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		Date: 06/11/2015	1" = 200'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





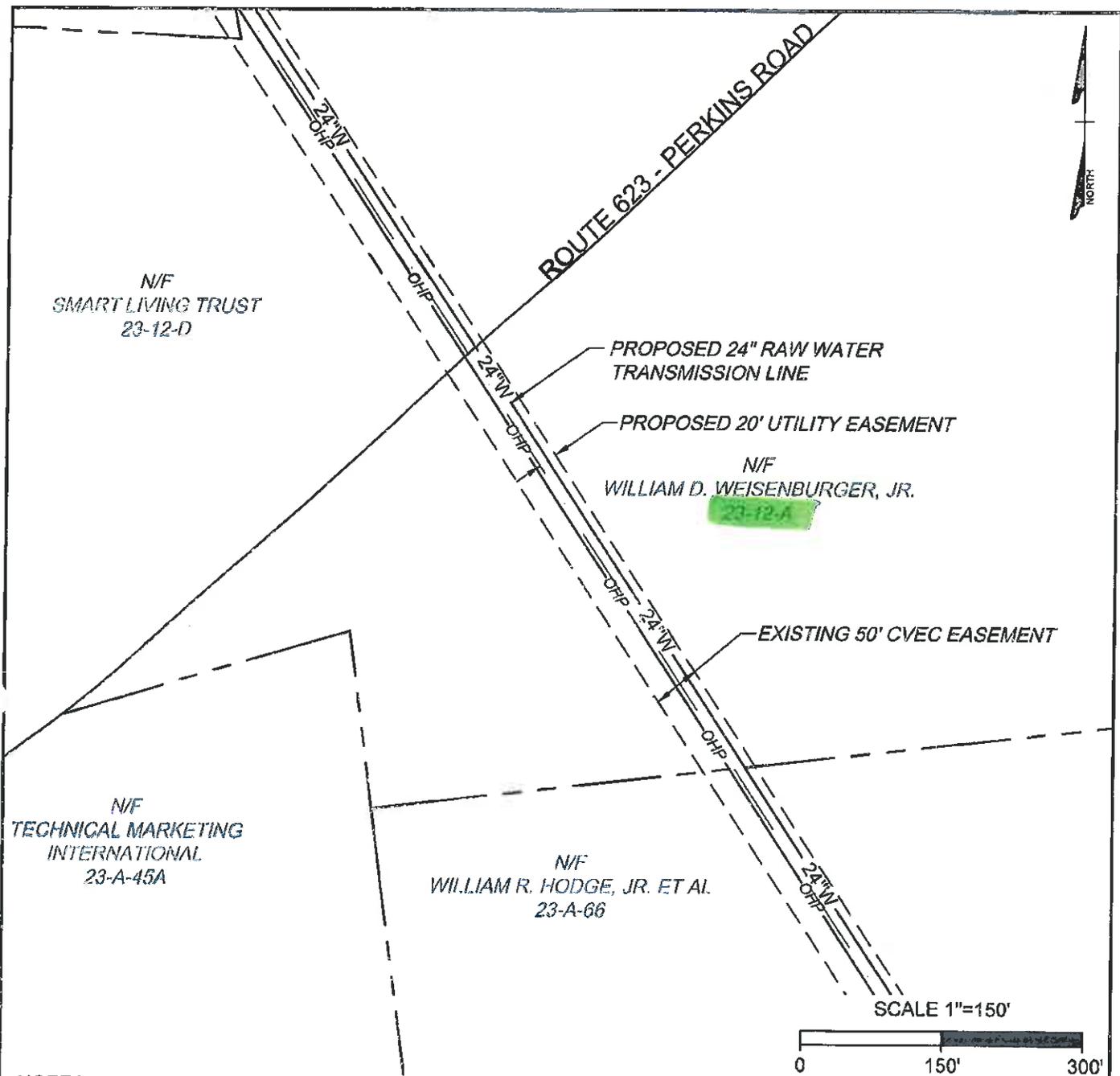
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-12-D**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





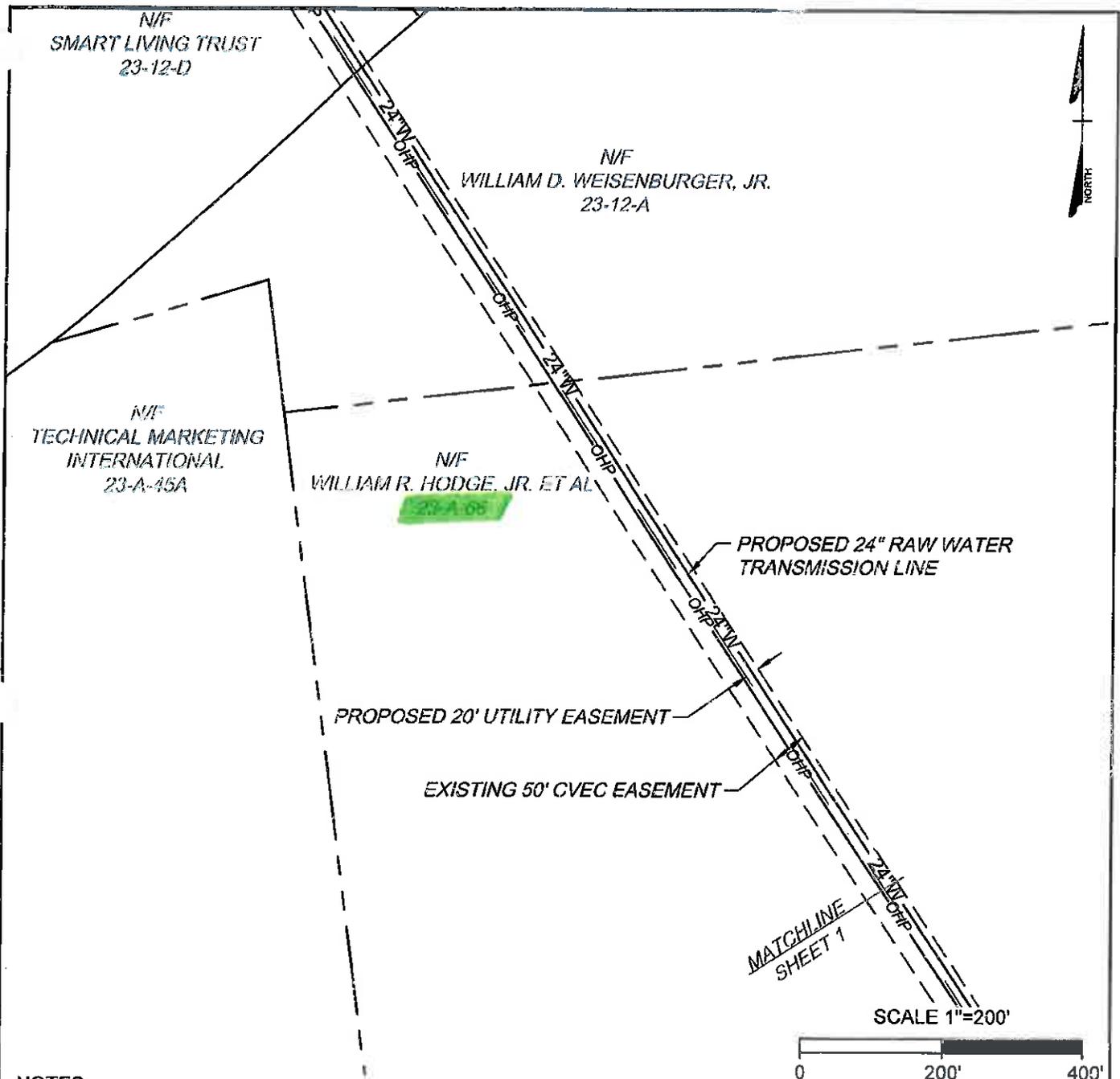
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-12-A**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





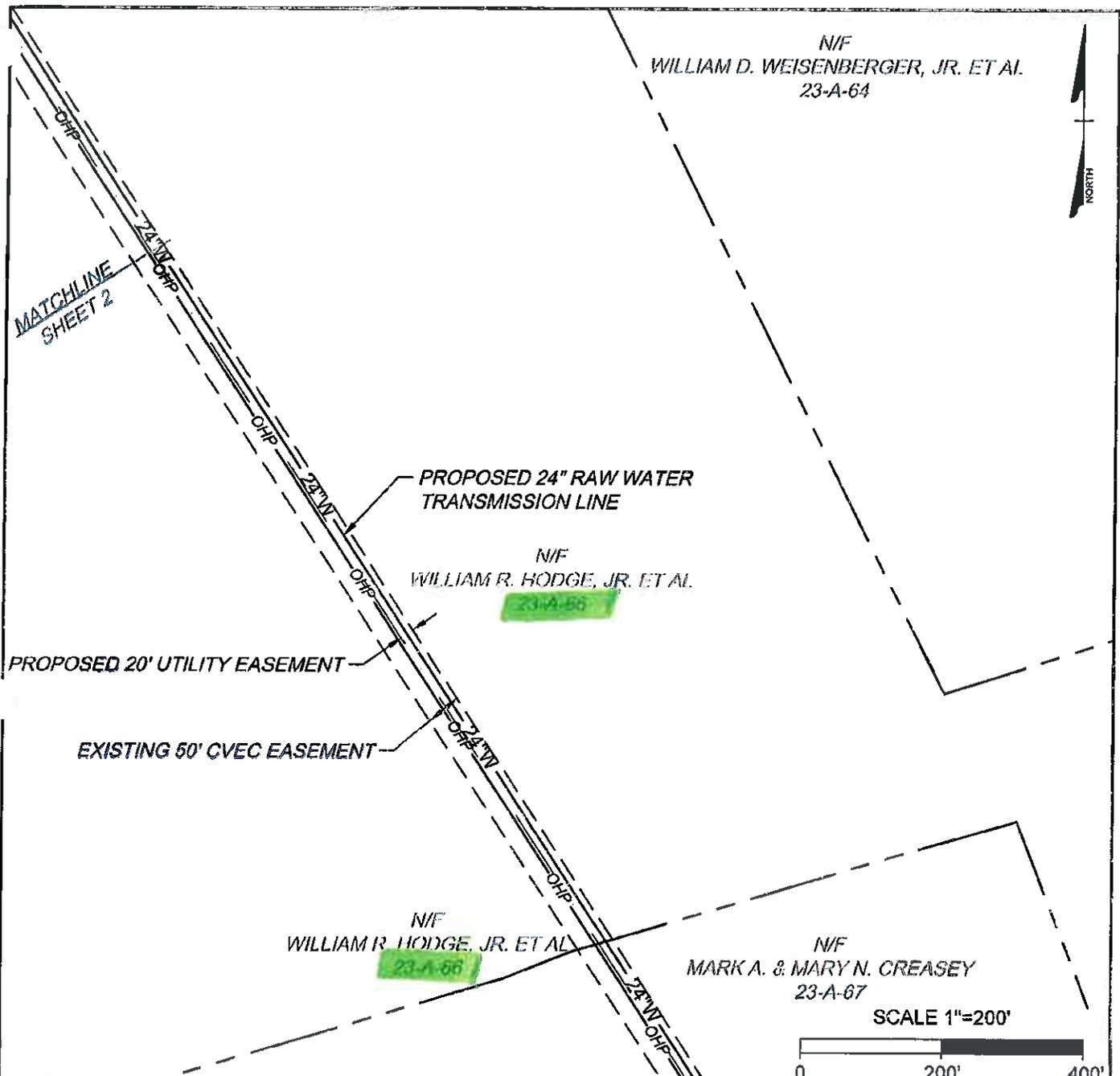
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-66**

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		Date: 06/11/2015	1" = 200'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



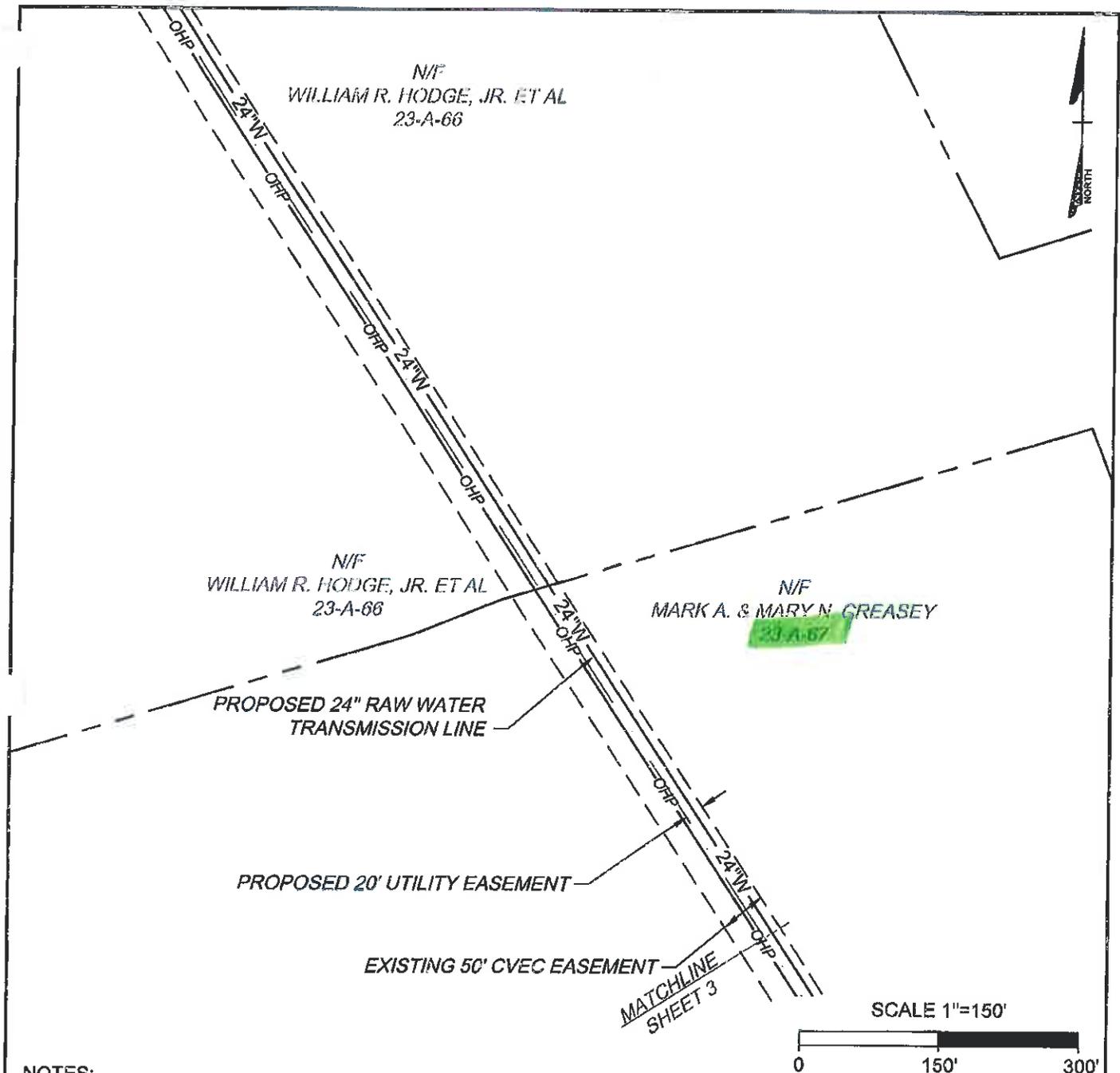
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-66**

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		Date: 06/11/2015	1" = 200'
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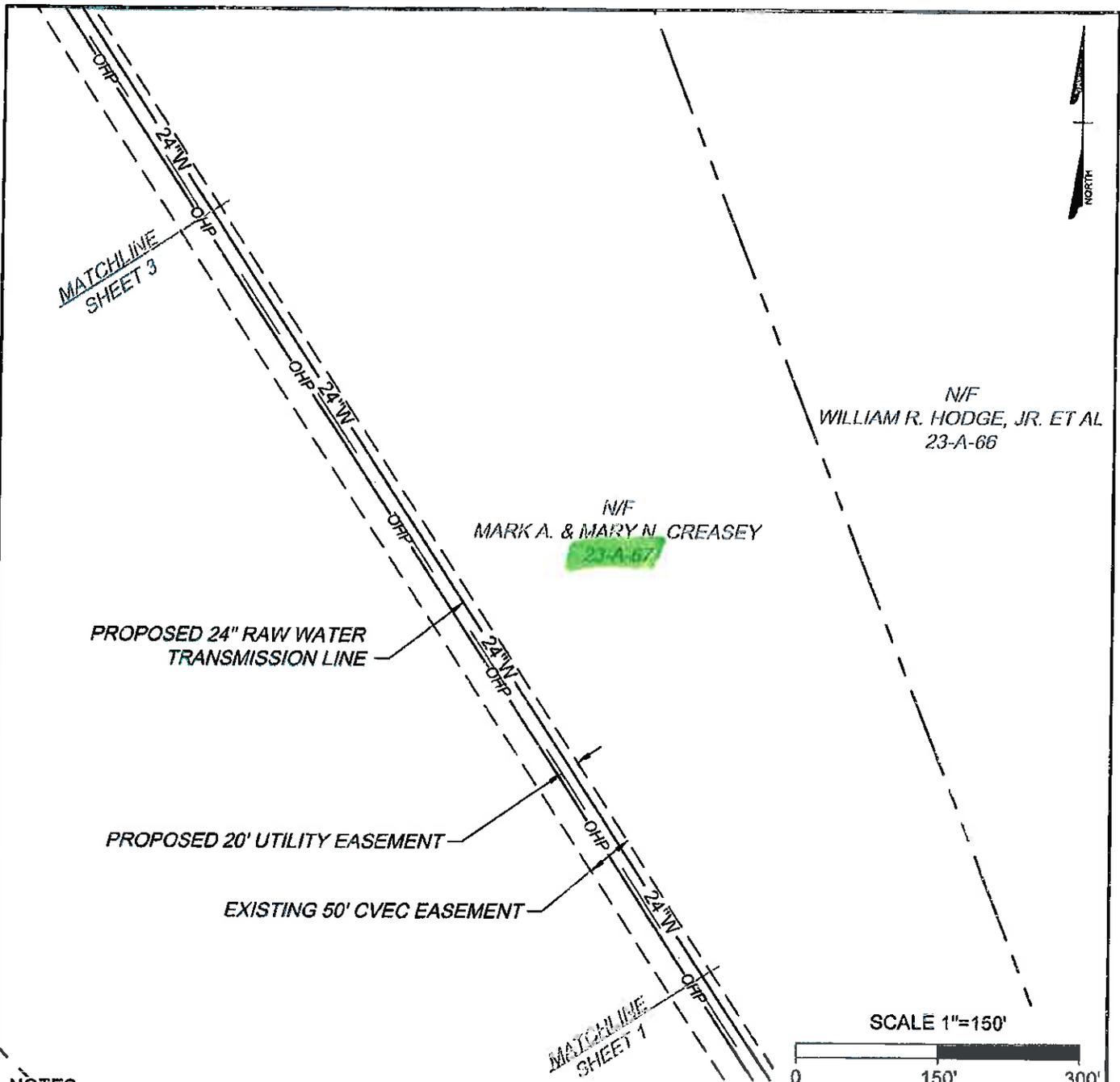
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-67**

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		Date: 06/11/2015	1" = 150'
		Sheet 3 of 3	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



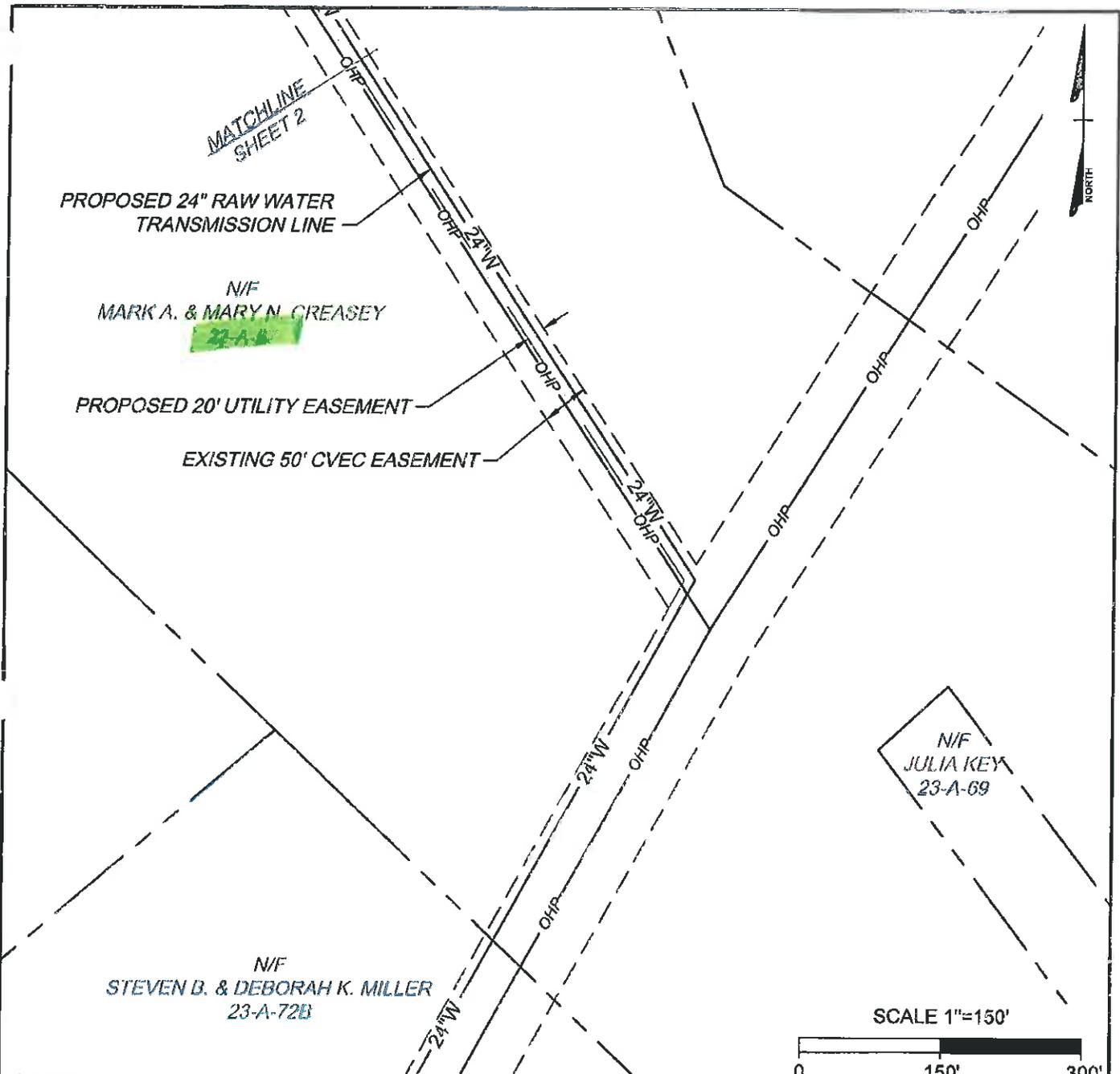
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-67**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 3	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





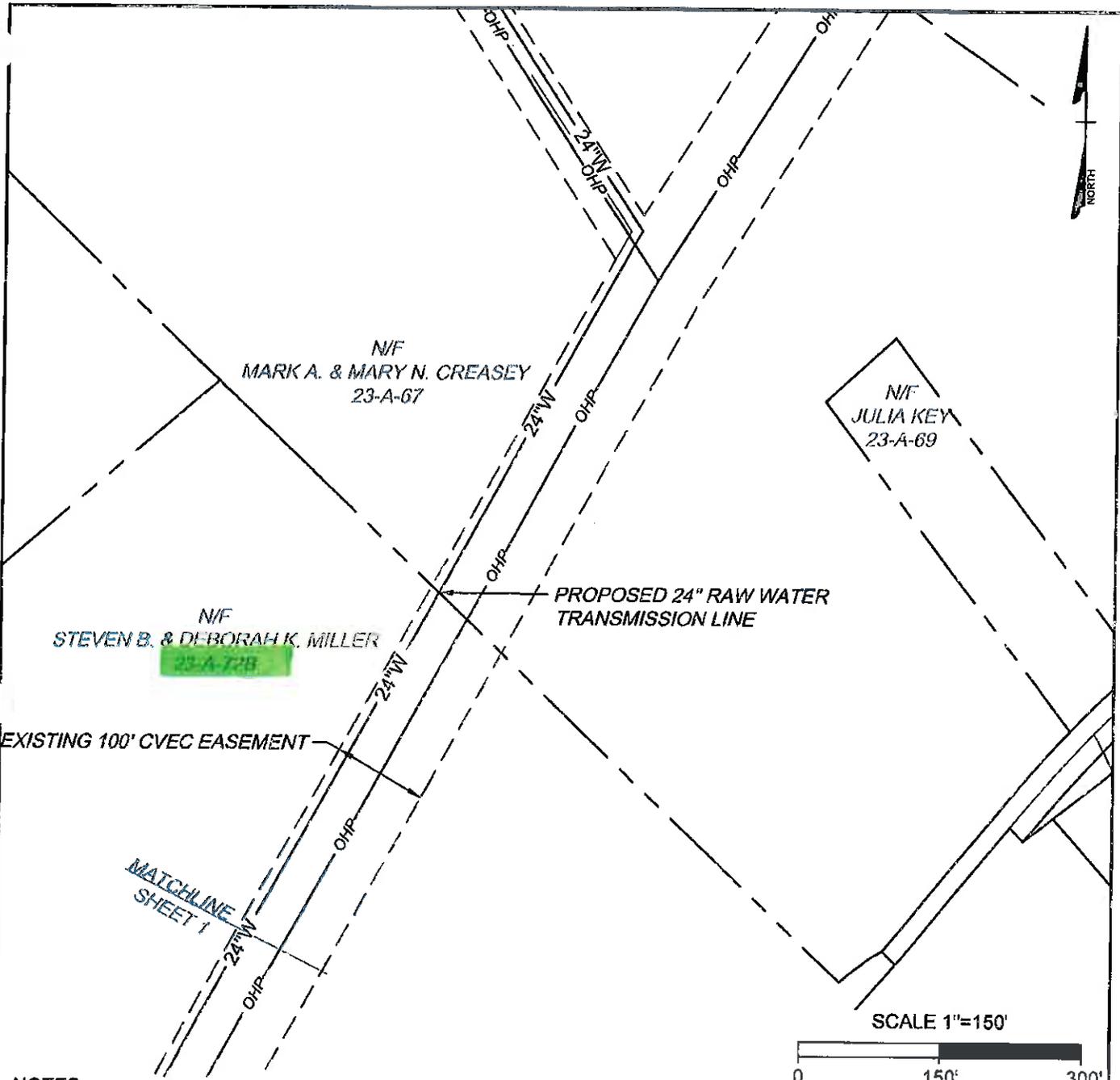
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-67**

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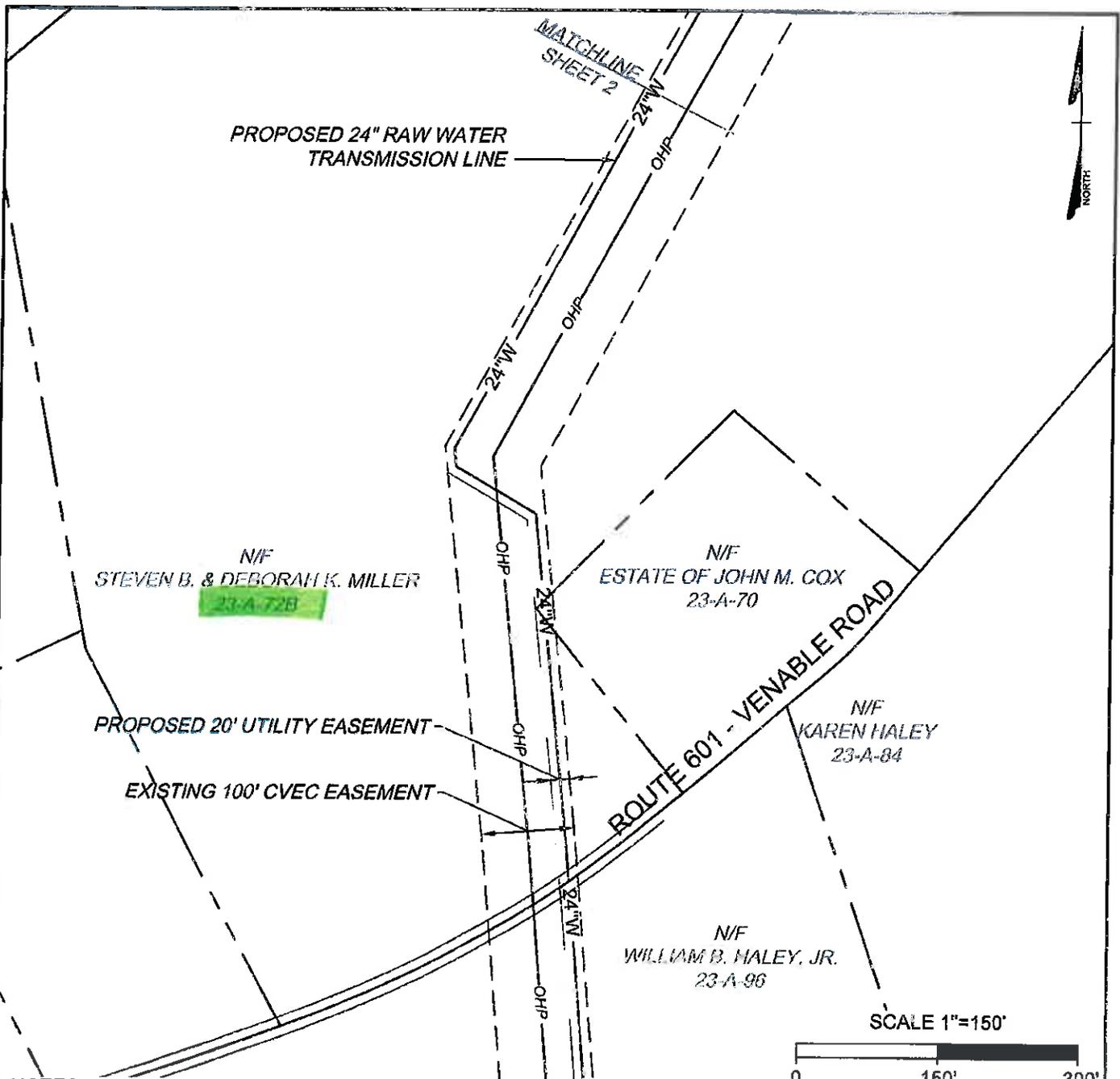
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-72B**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





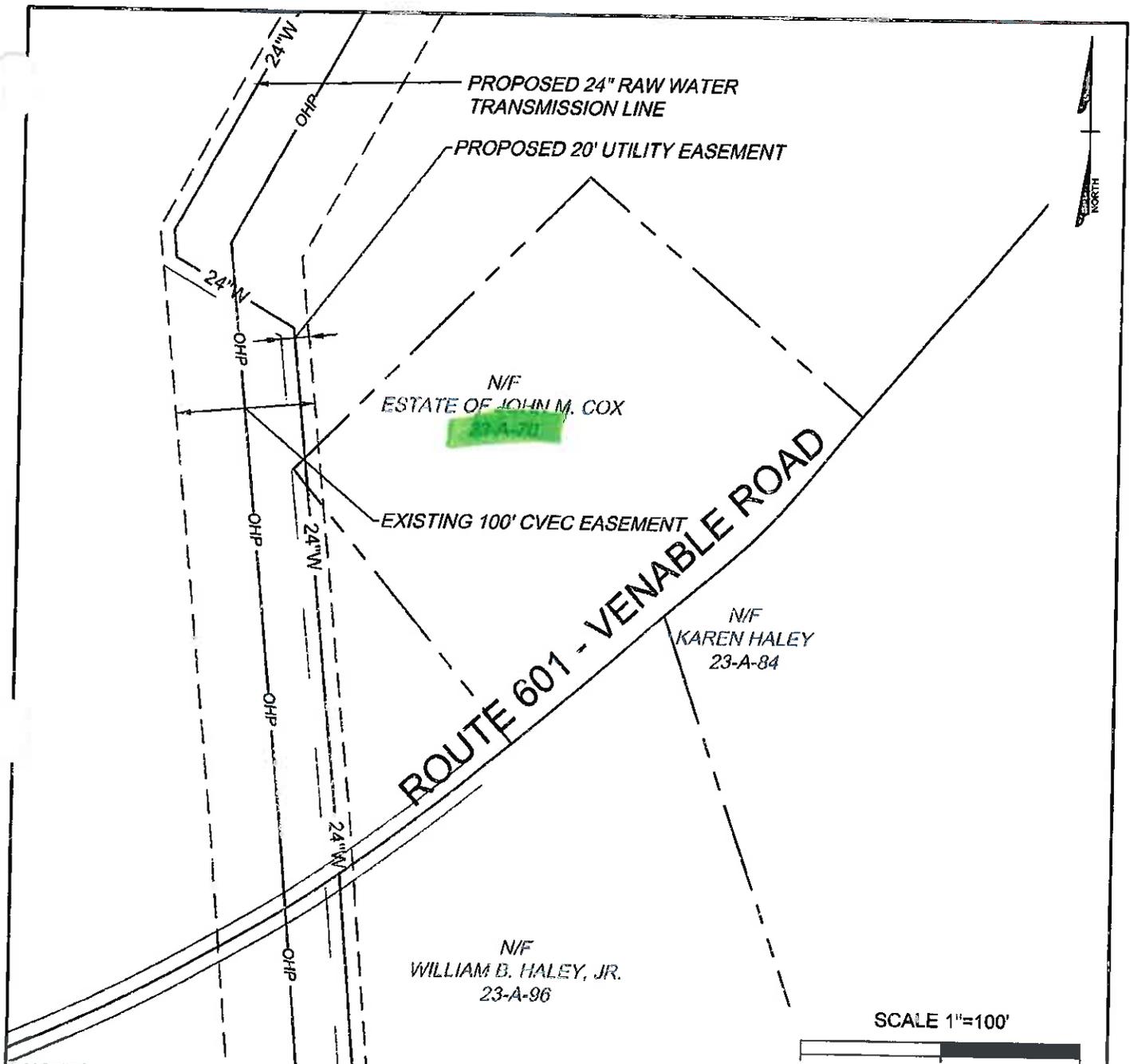
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-72B**

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		Date: 06/11/2015	1" = 150'
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		Drawn by: J. ECK	Checked by: D. SAUNDERS





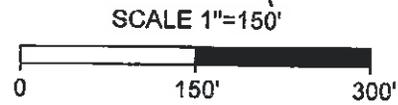
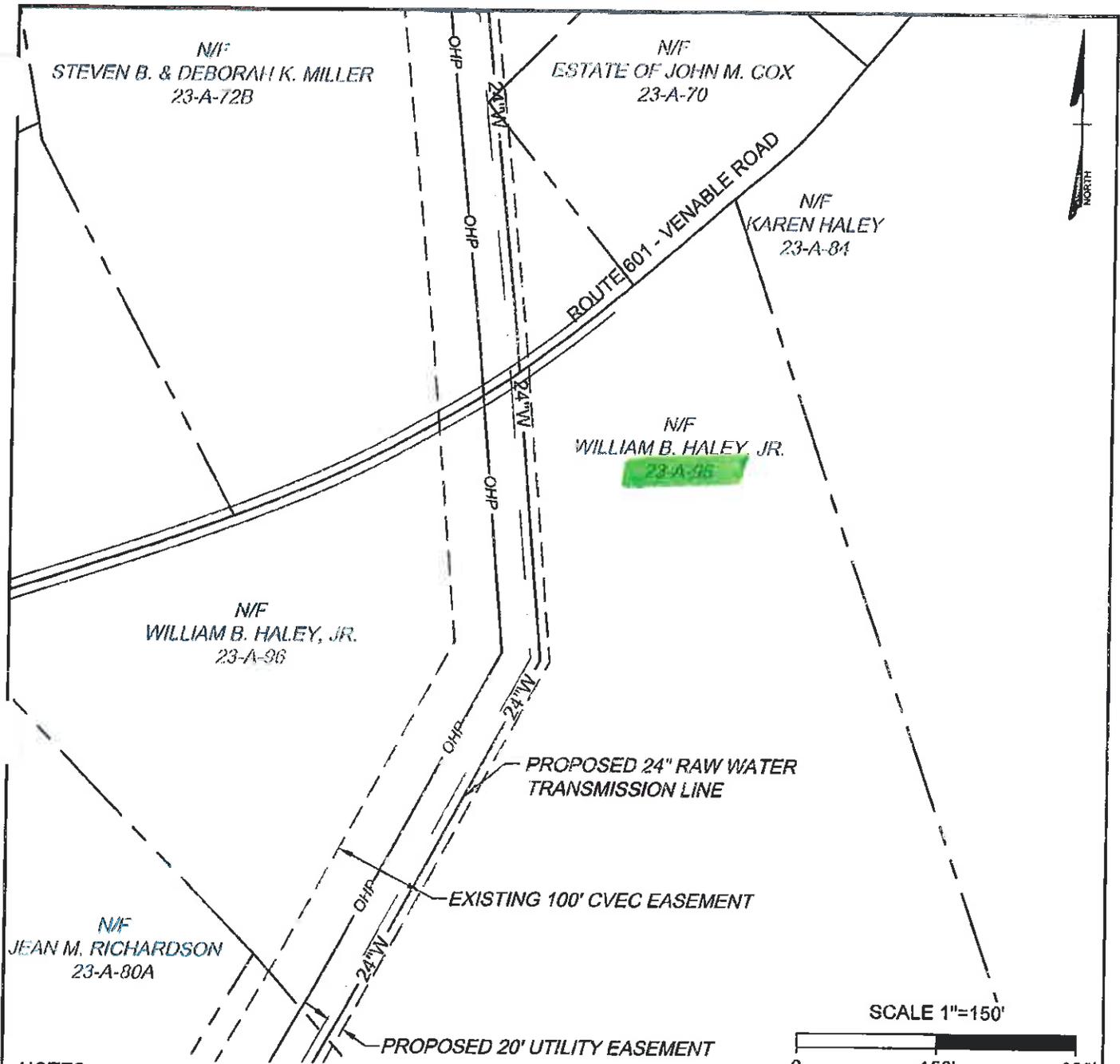
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-70**

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		Date: 06/11/2015	1" = 100'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





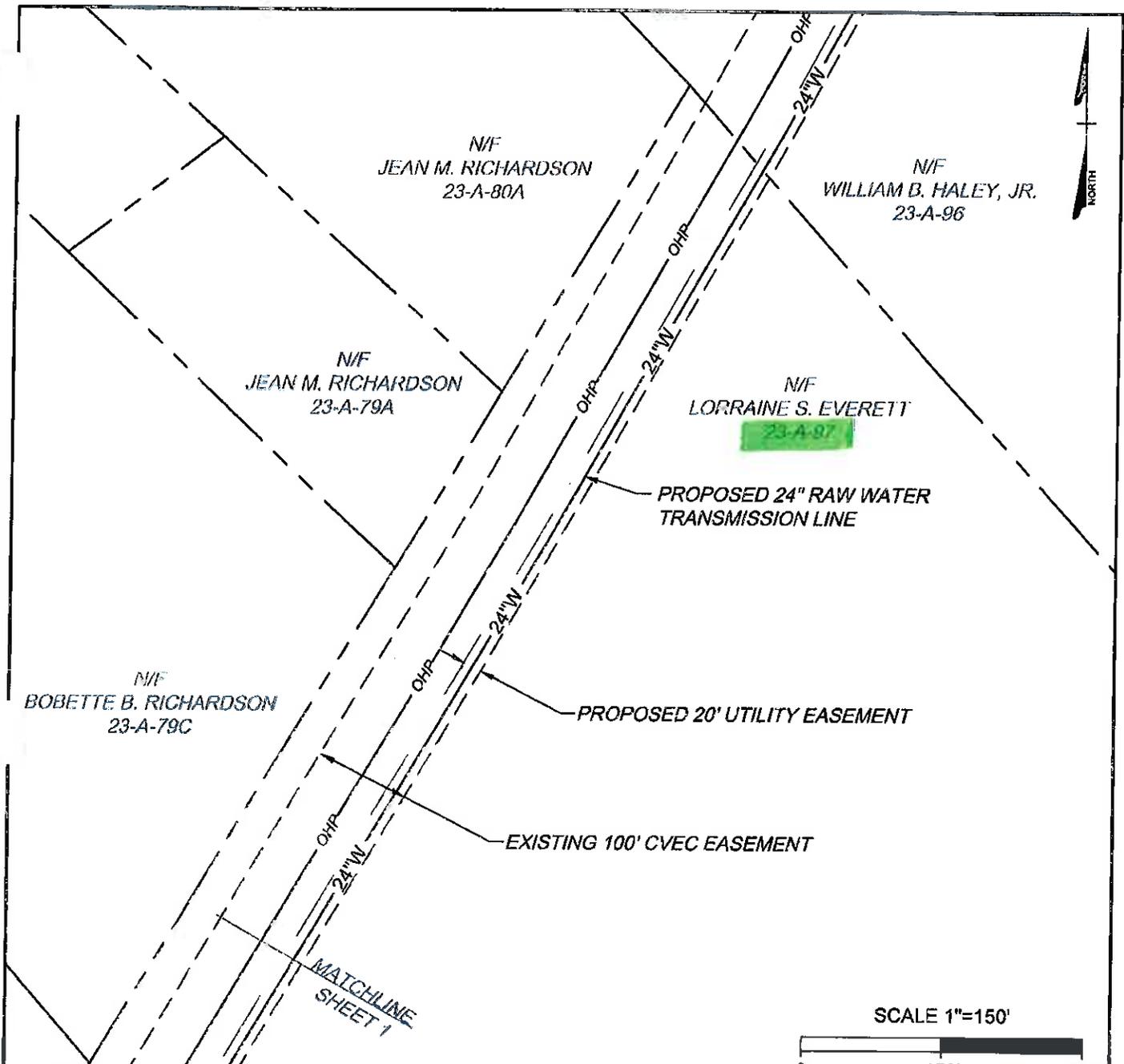
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-96**

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		Drawn by: J. ECK	Checked by: D. SAUNDERS





NOTES:

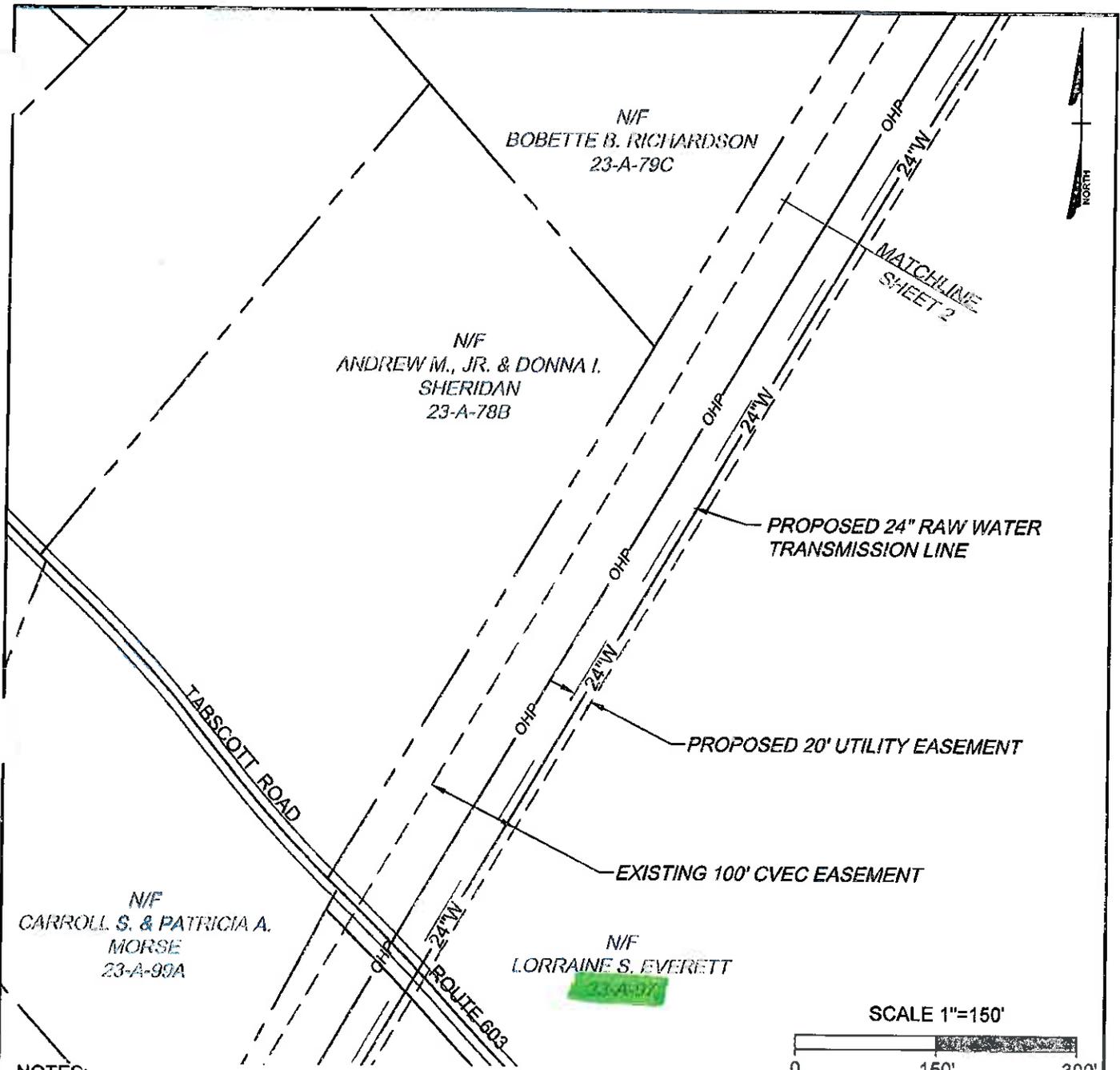
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-97**

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		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





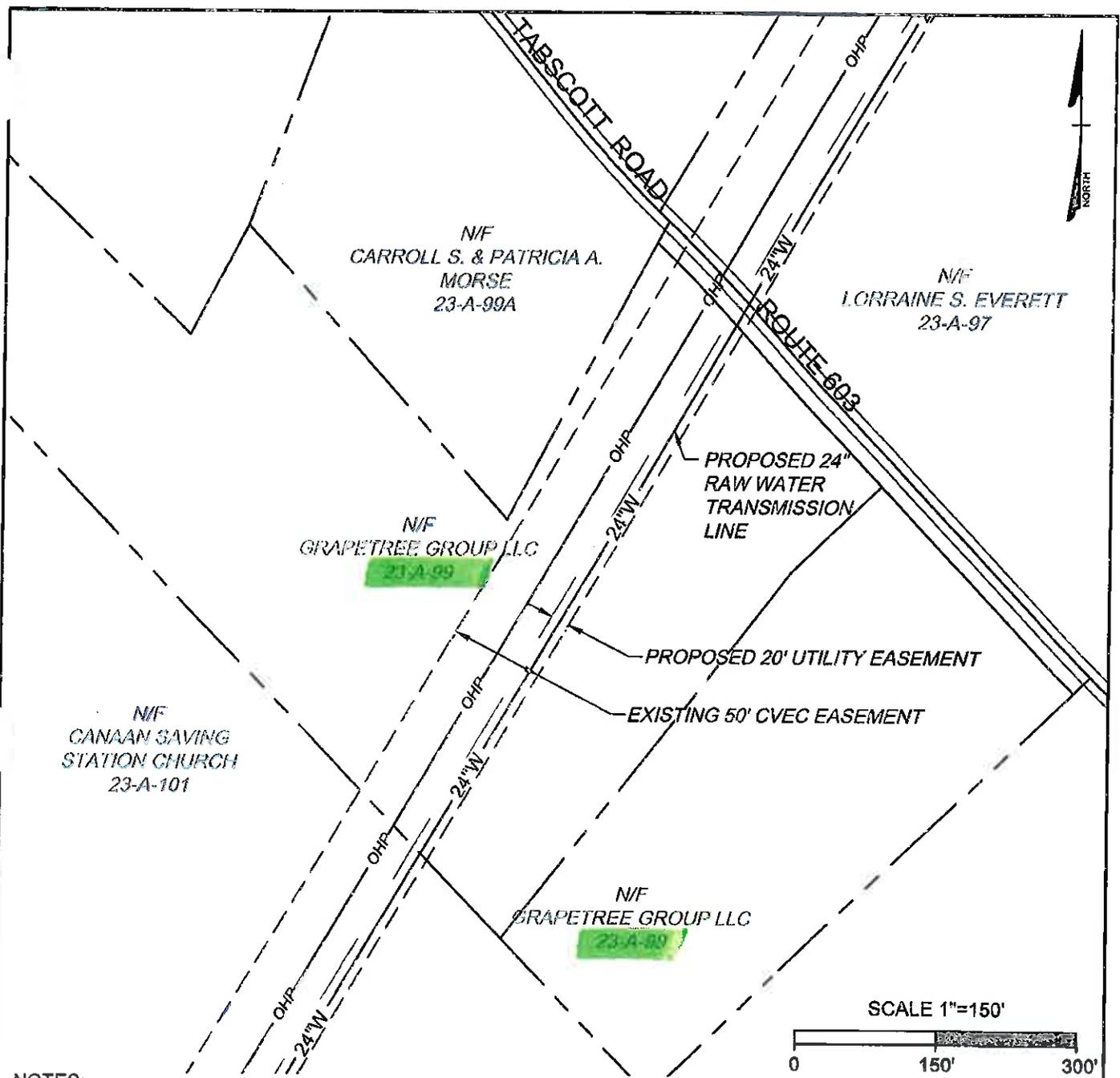
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-97**

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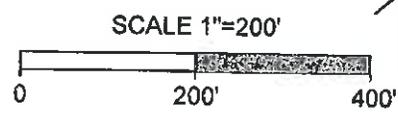
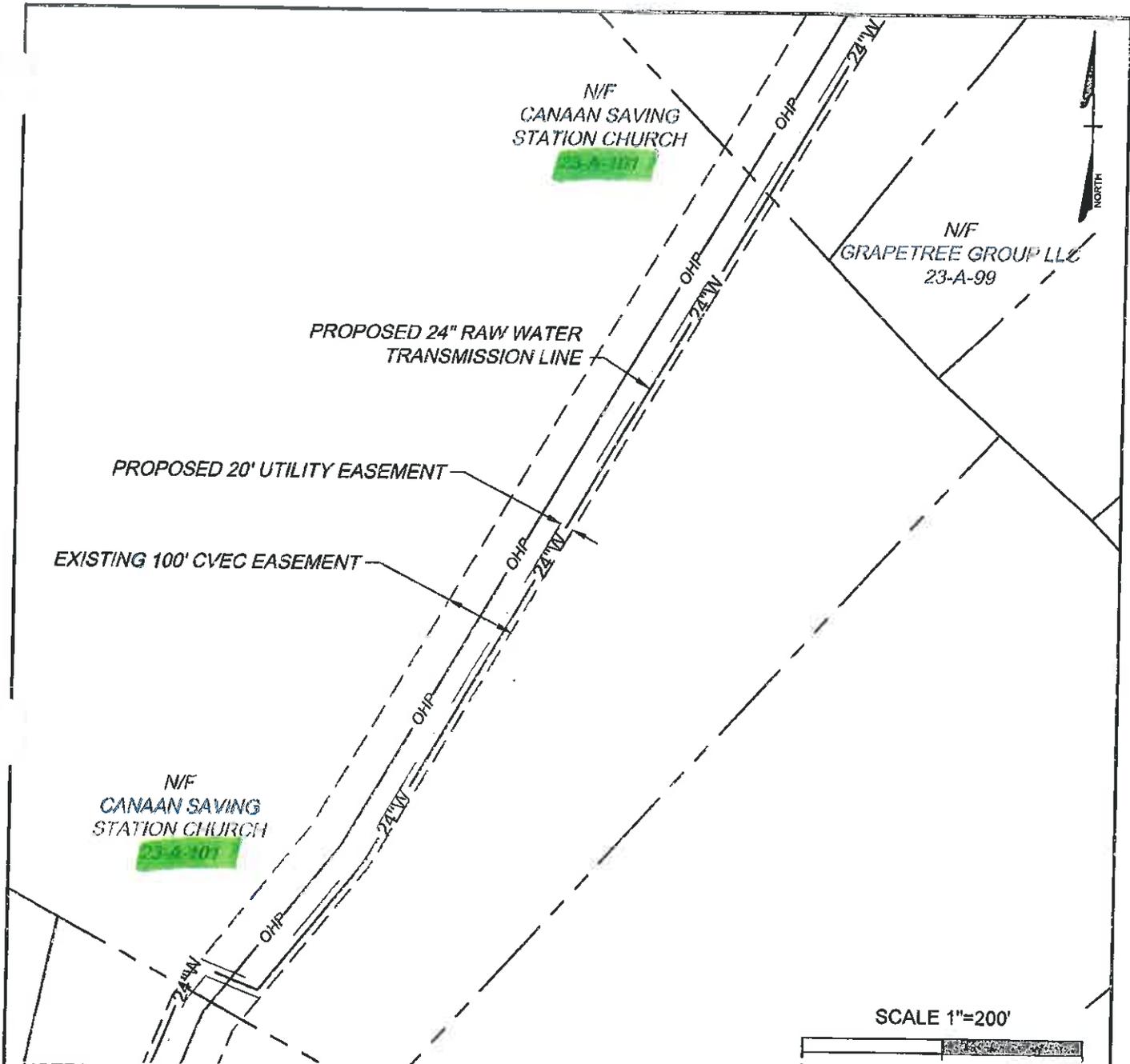
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-99**

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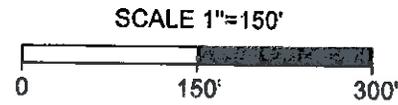
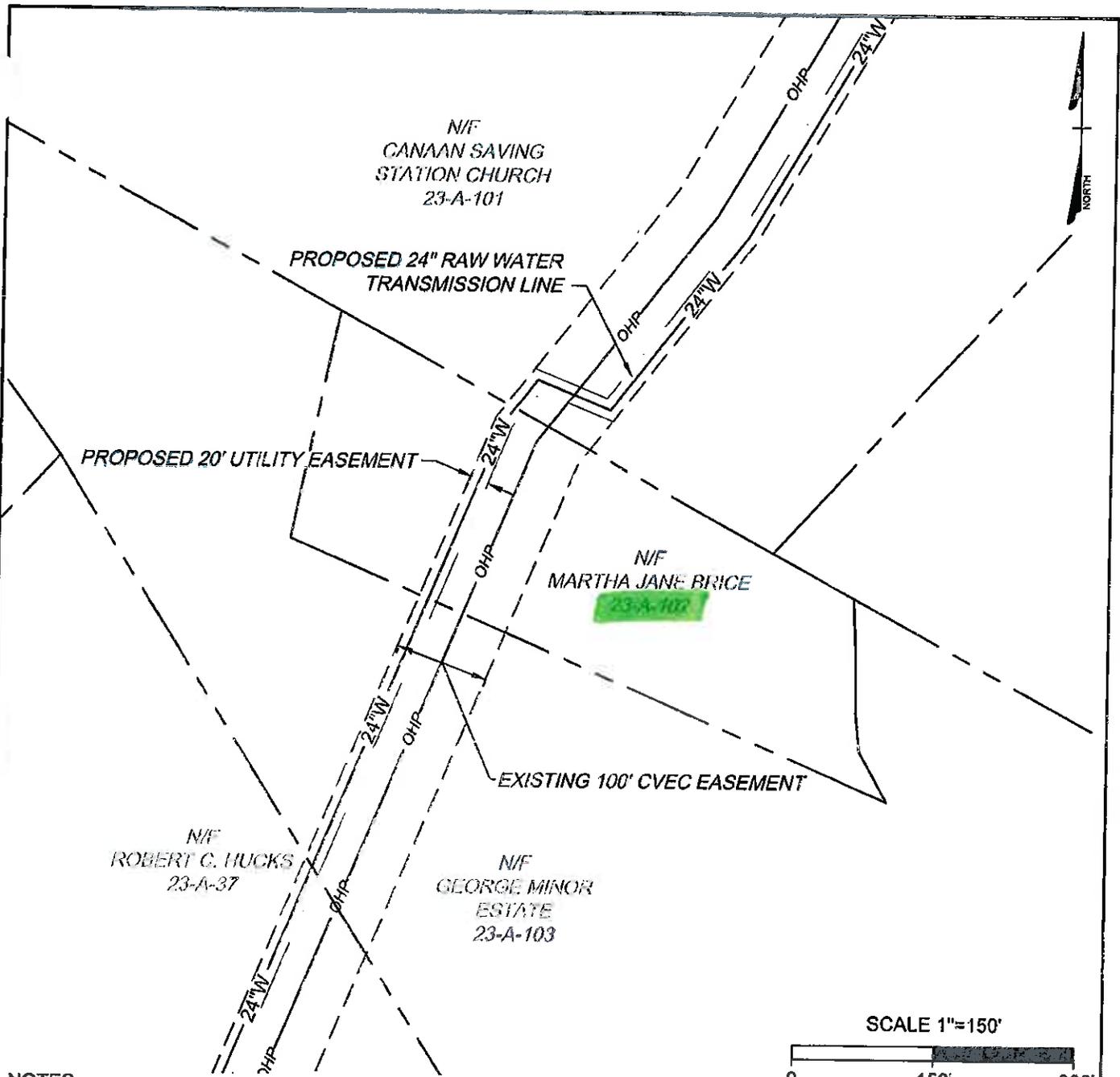
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-101**

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YOUR VISION ACHIEVED
THROUGH CURS

COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 200'
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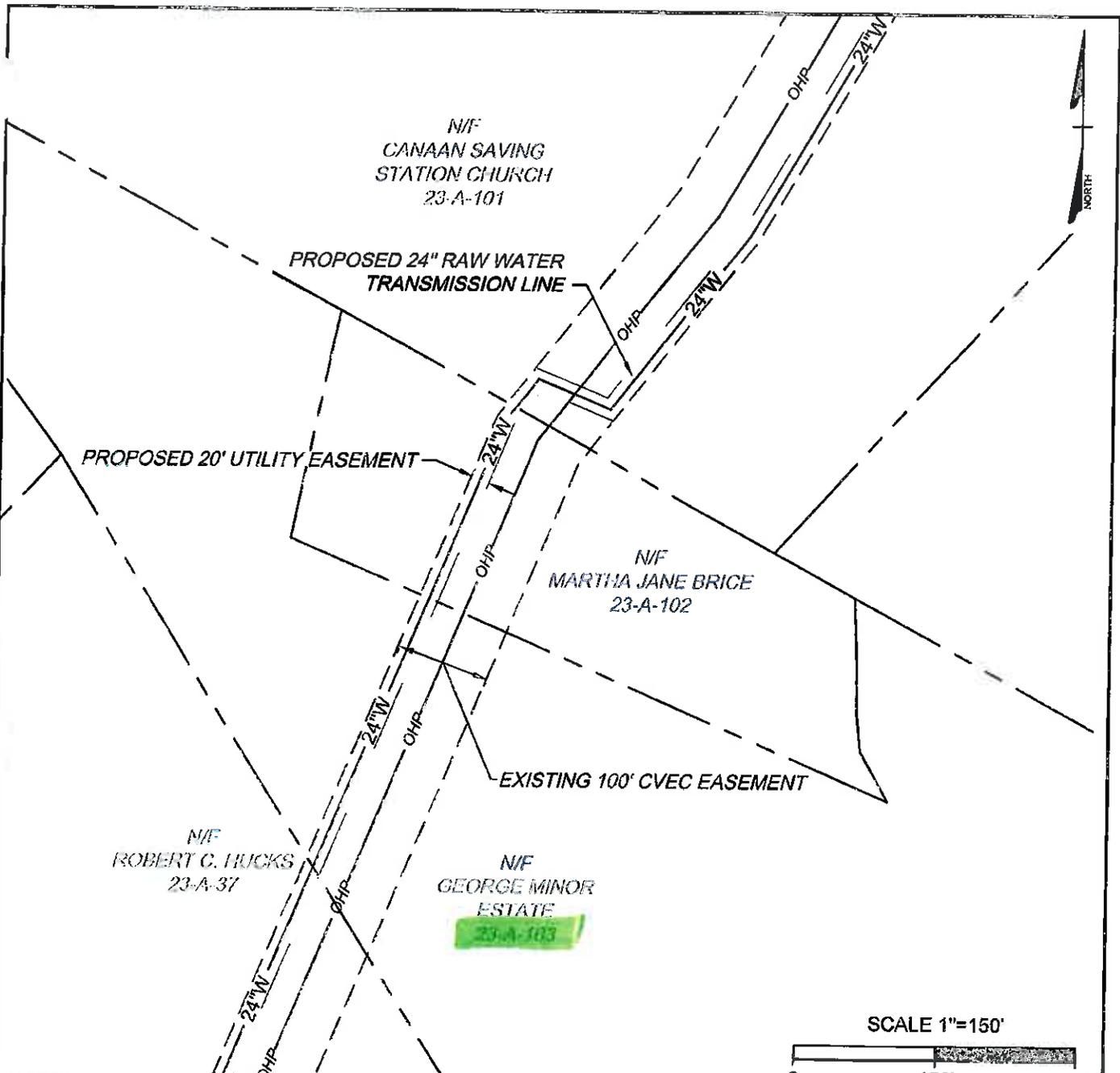
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3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-102**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





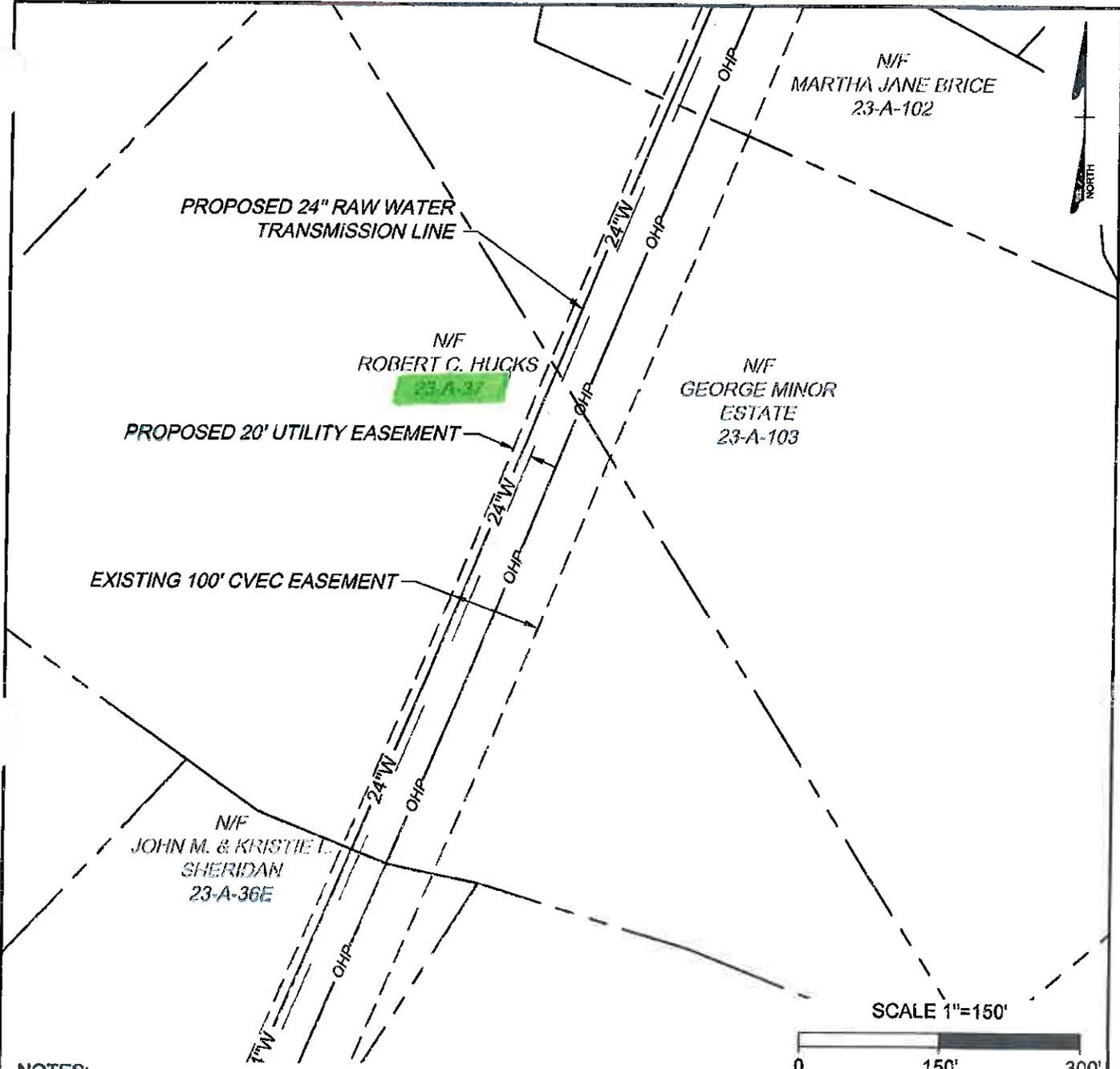
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-103**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



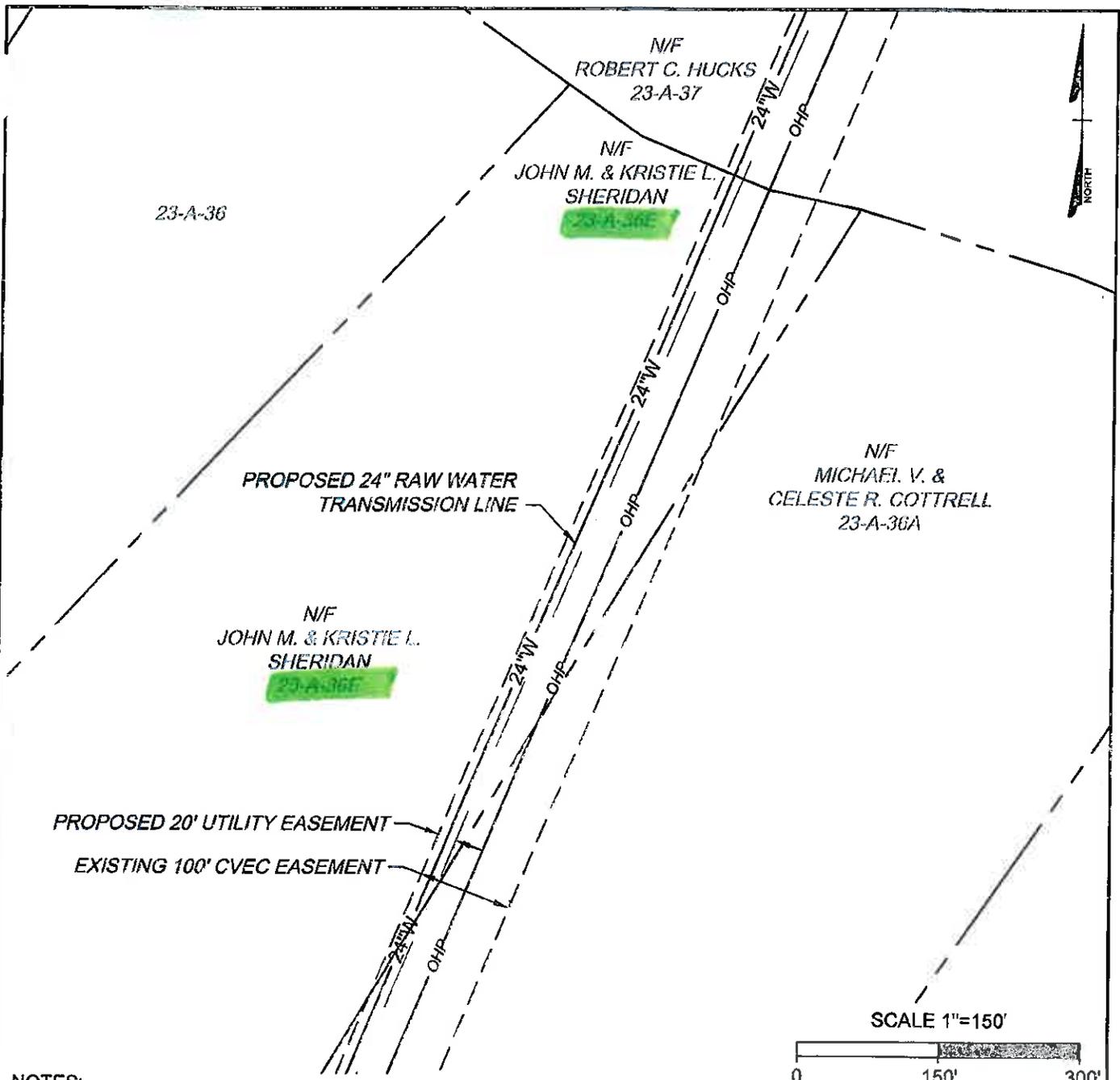
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-37**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





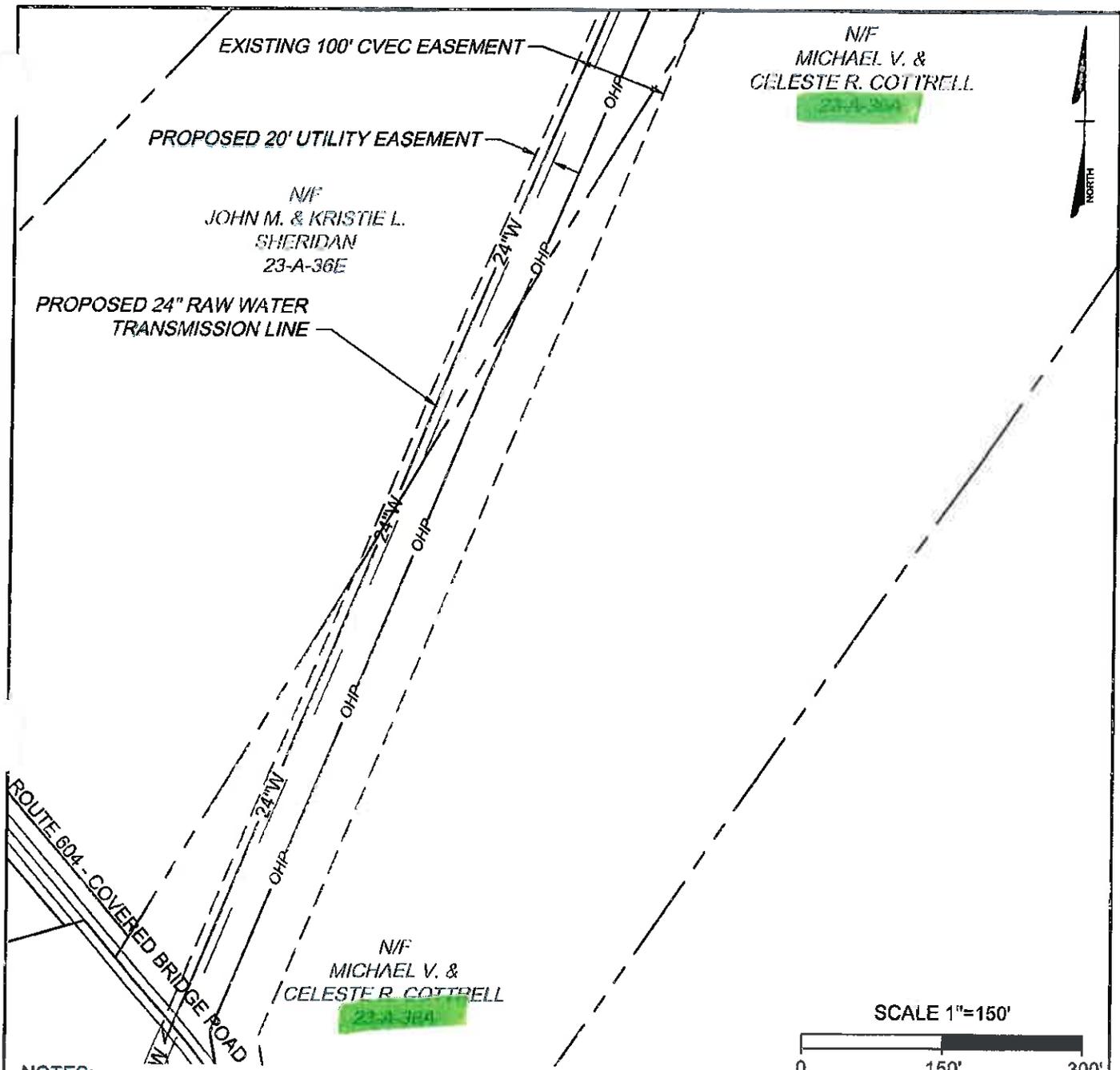
NOTES:

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2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-36E**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

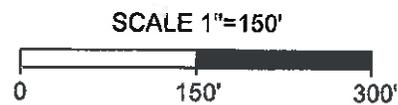




N/F
MICHAEL V. &
CELESTE R. COTTRELL
23-A-36A

N/F
JOHN M. & KRISTIE L.
SHERIDAN
23-A-36E

N/F
MICHAEL V. &
CELESTE R. COTTRELL
23-A-36A



NOTES:

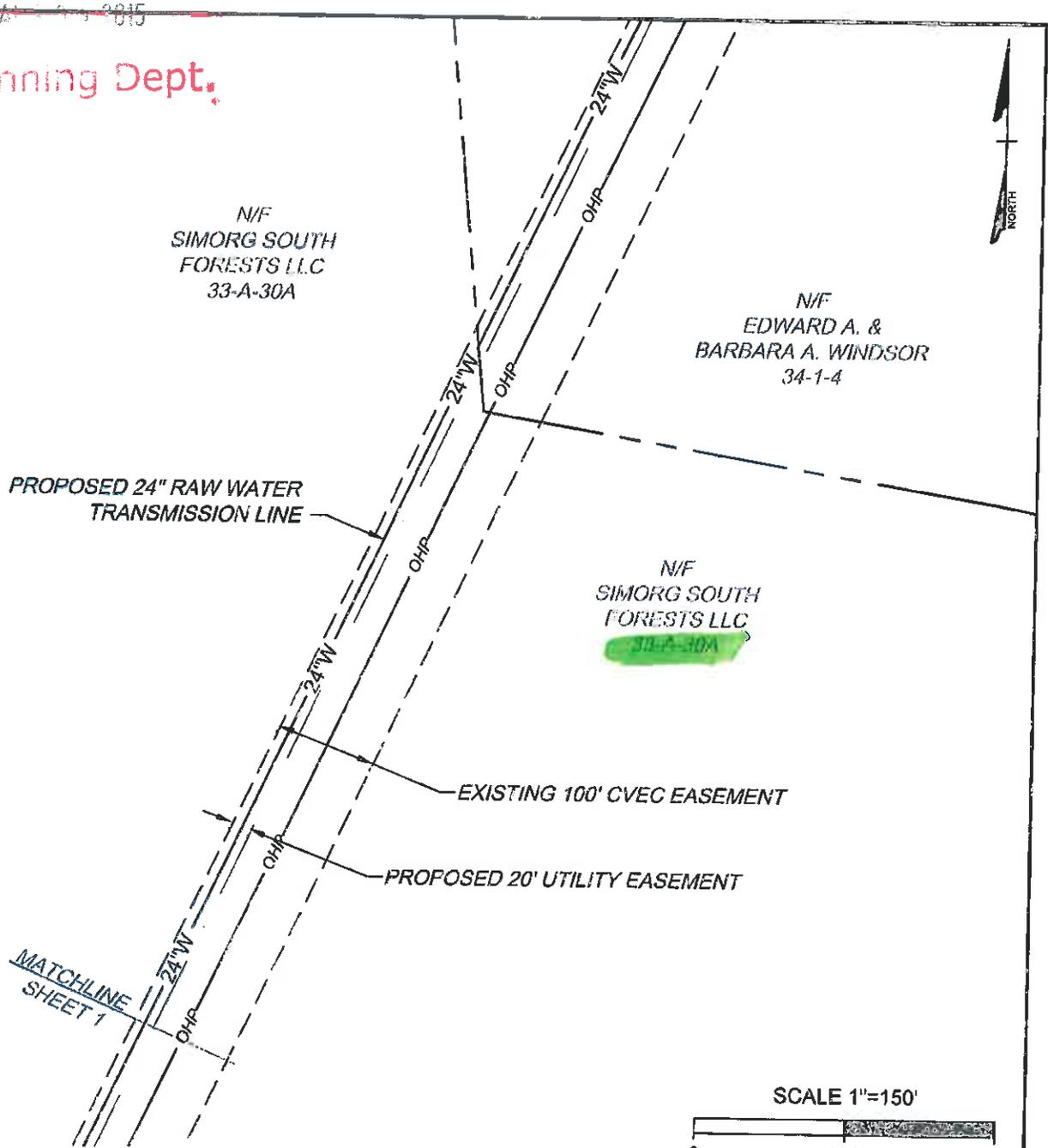
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-36A**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS



Planning Dept.



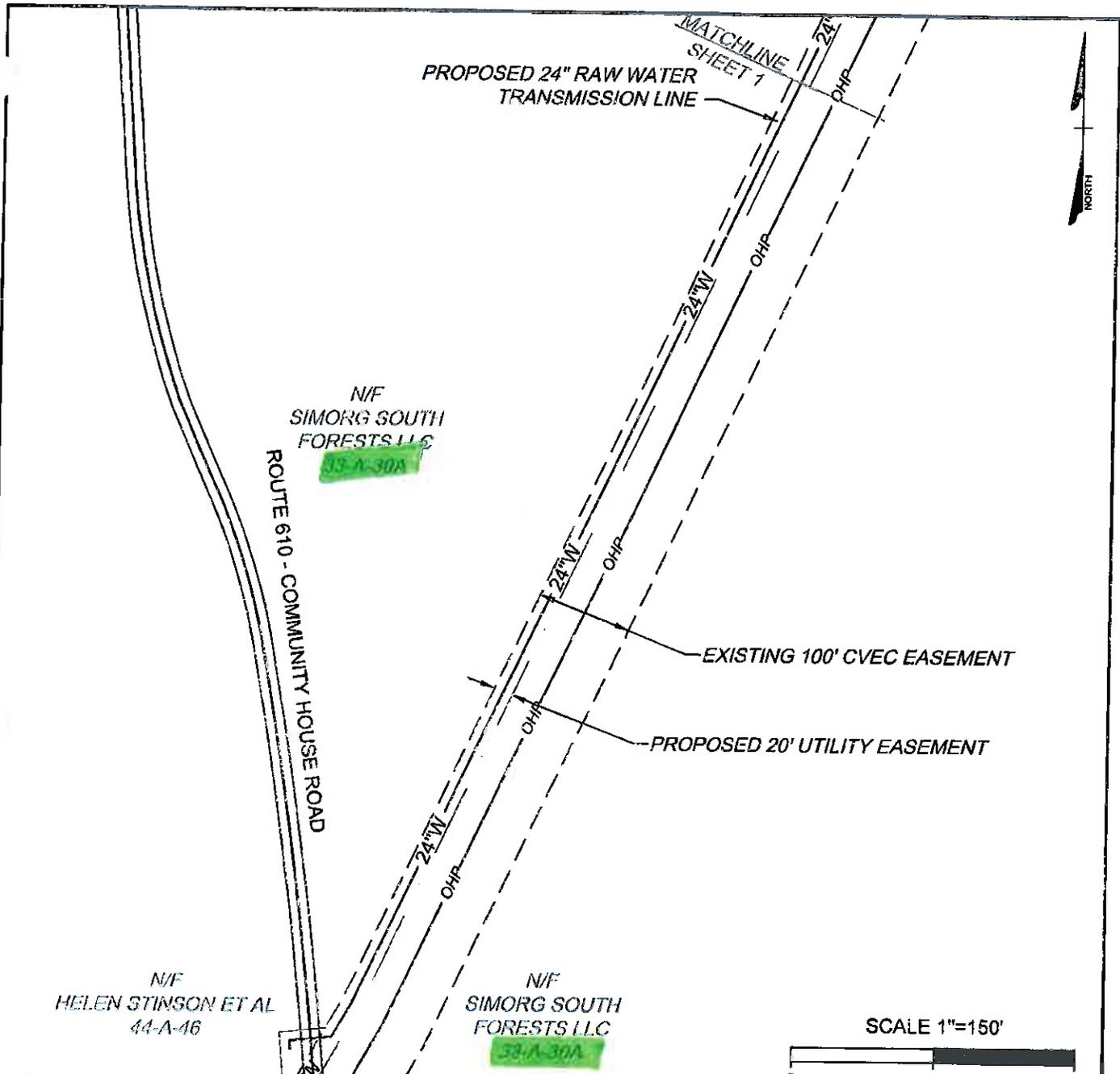
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- 2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
- 3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 33-A-30A**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N. : 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



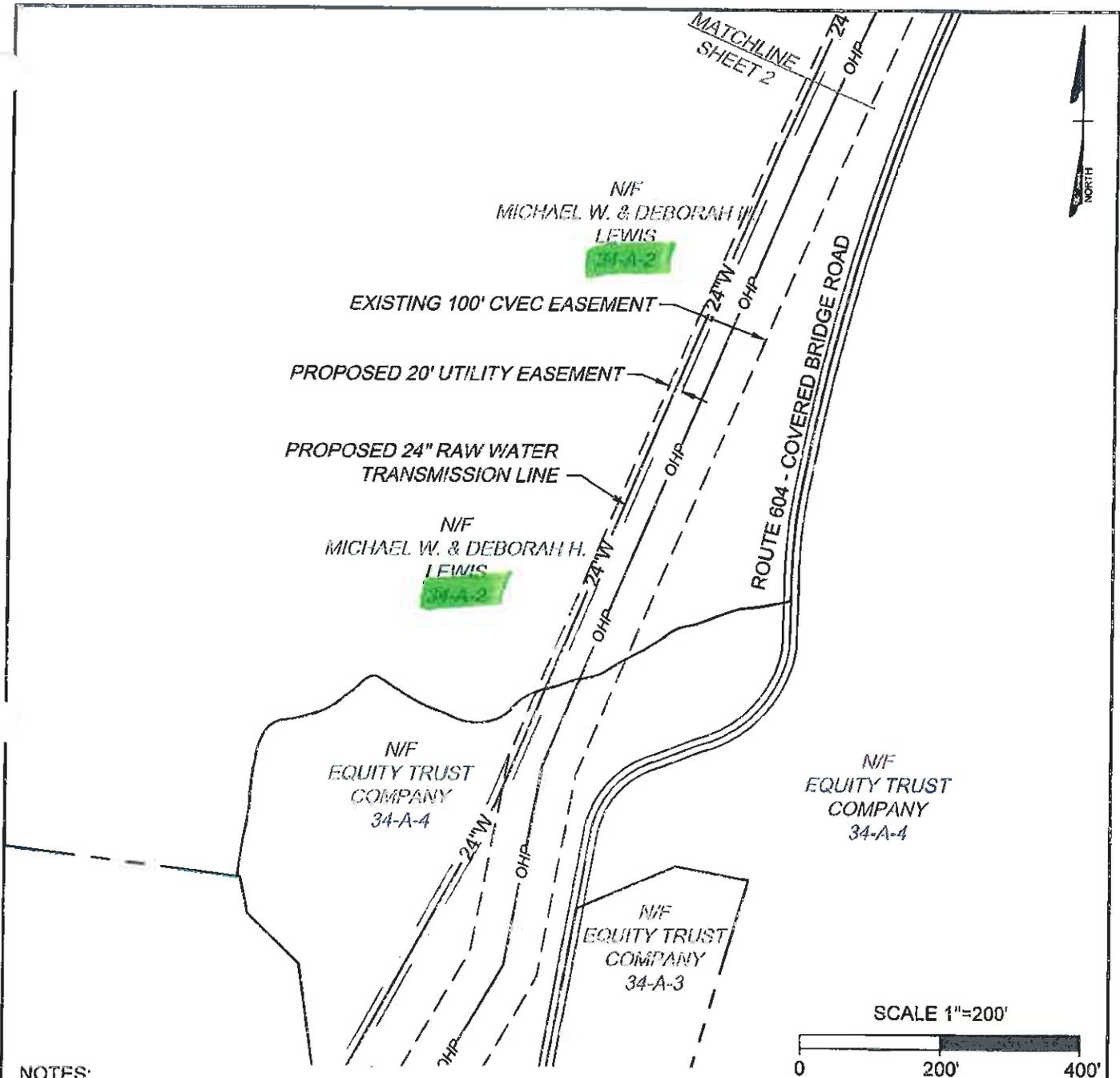
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 33-A-30A**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



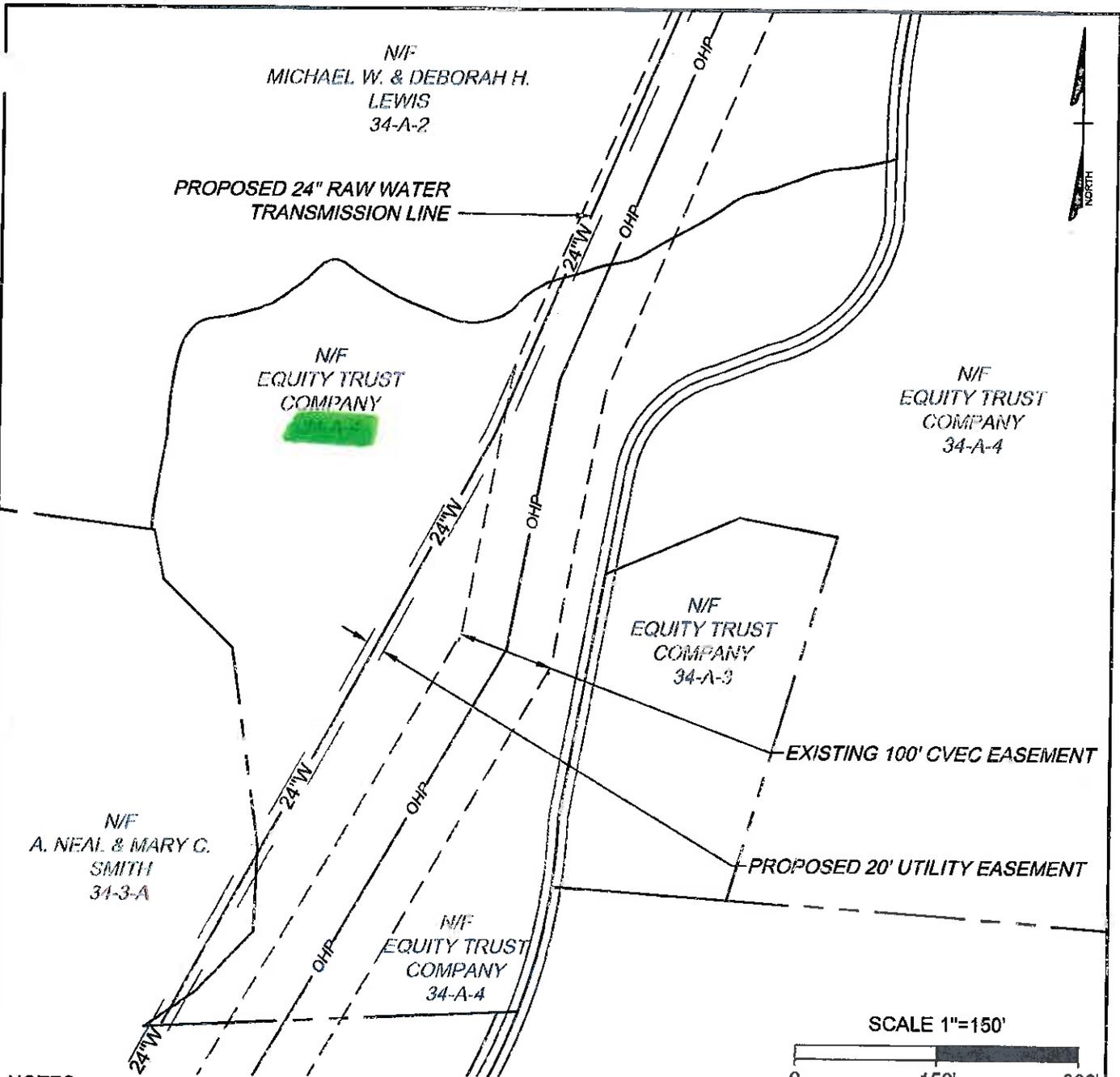
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-A-2**

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		Date: 06/11/2015	1" = 200'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





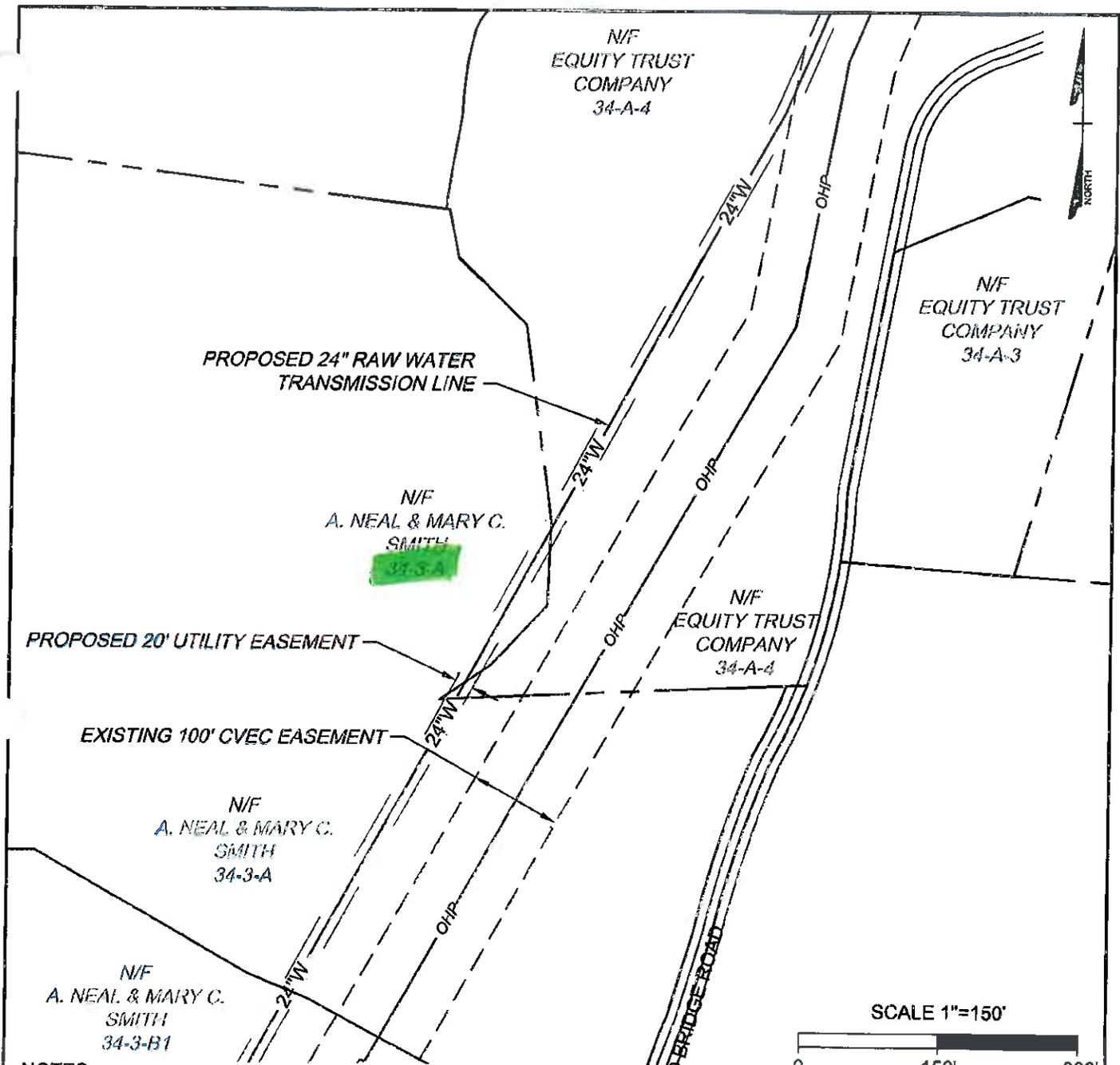
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34 A 4**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





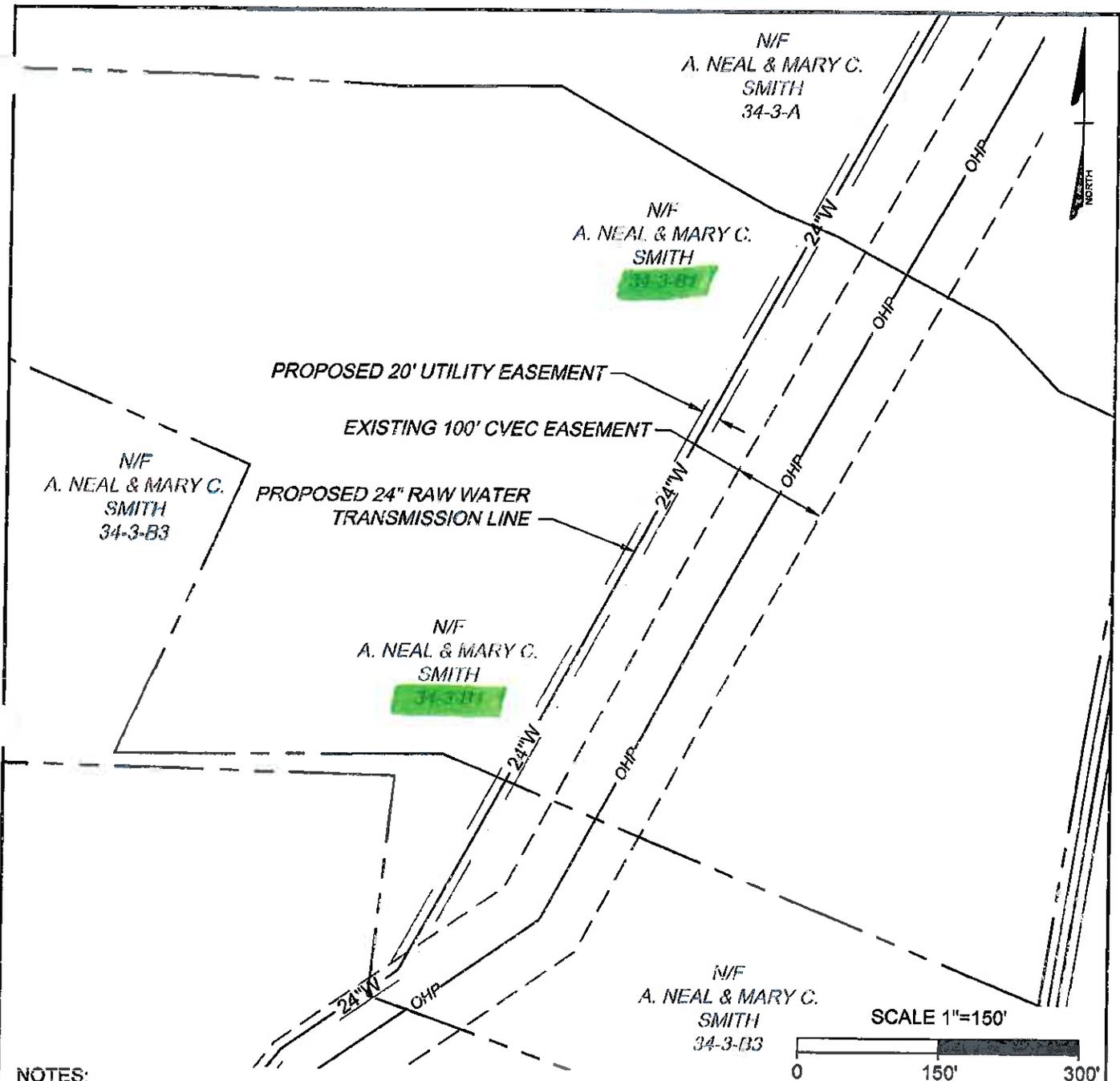
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-3-A**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





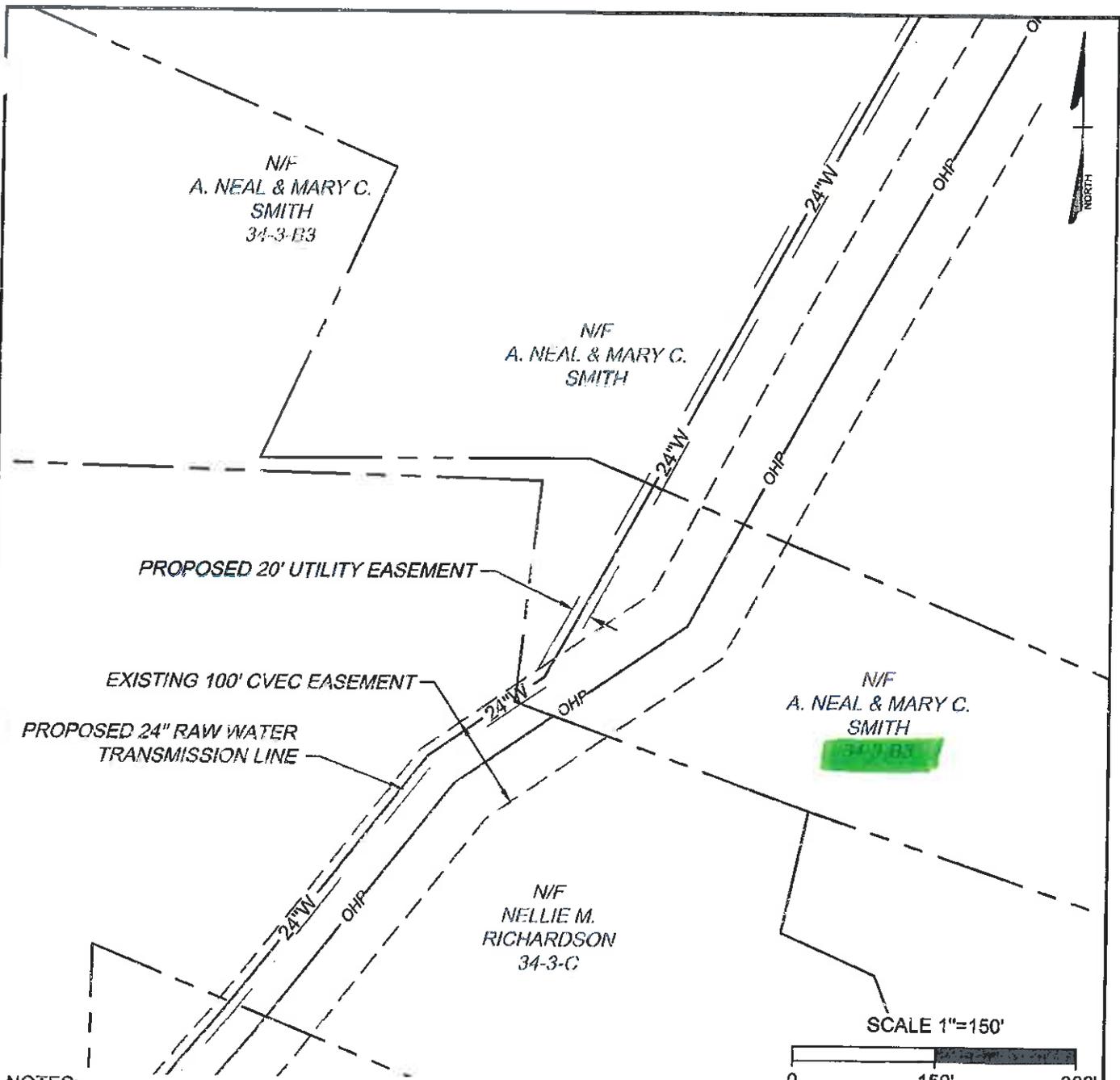
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-3-B1**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





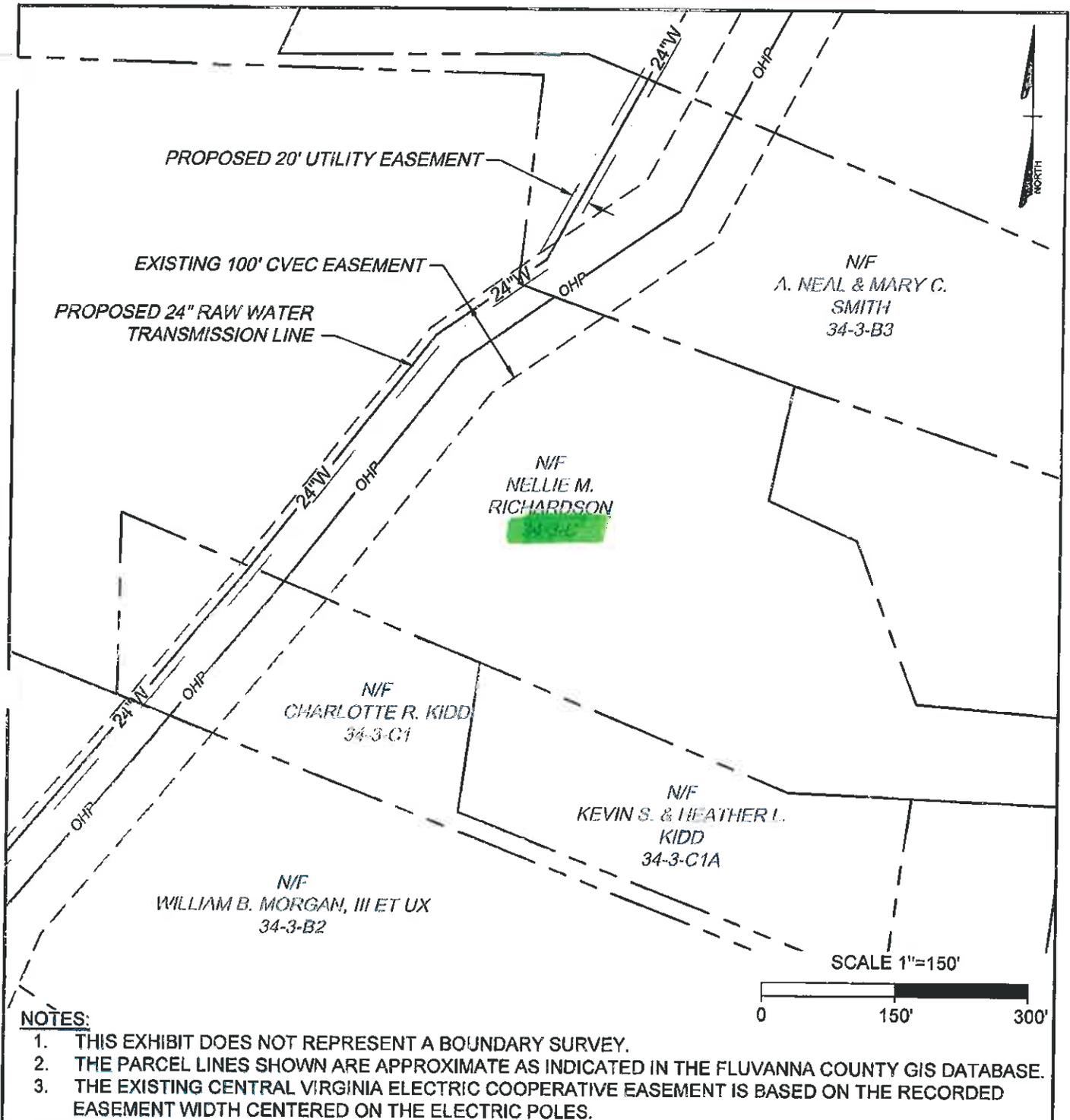
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-3-B3**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





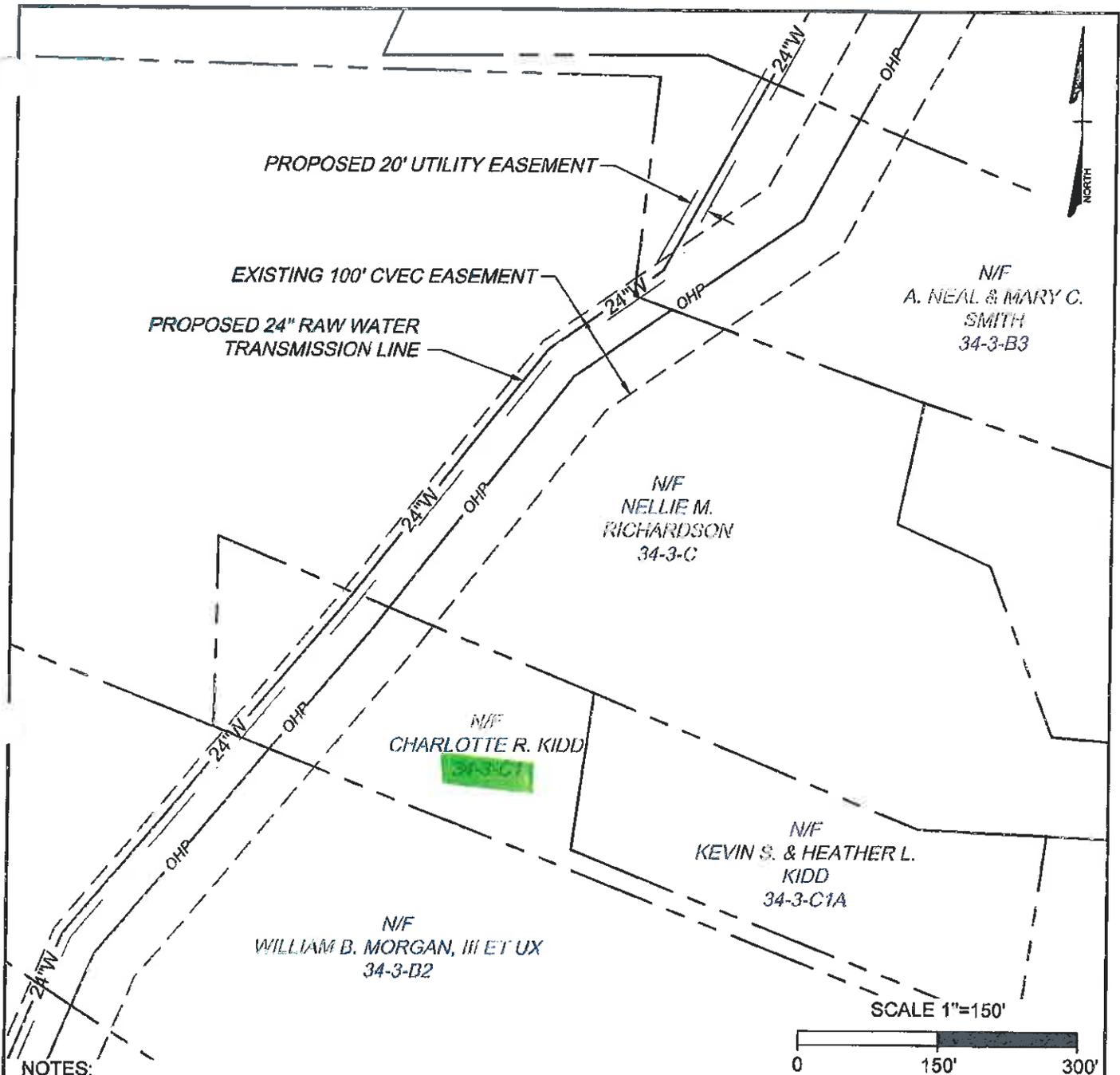
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-3-C**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



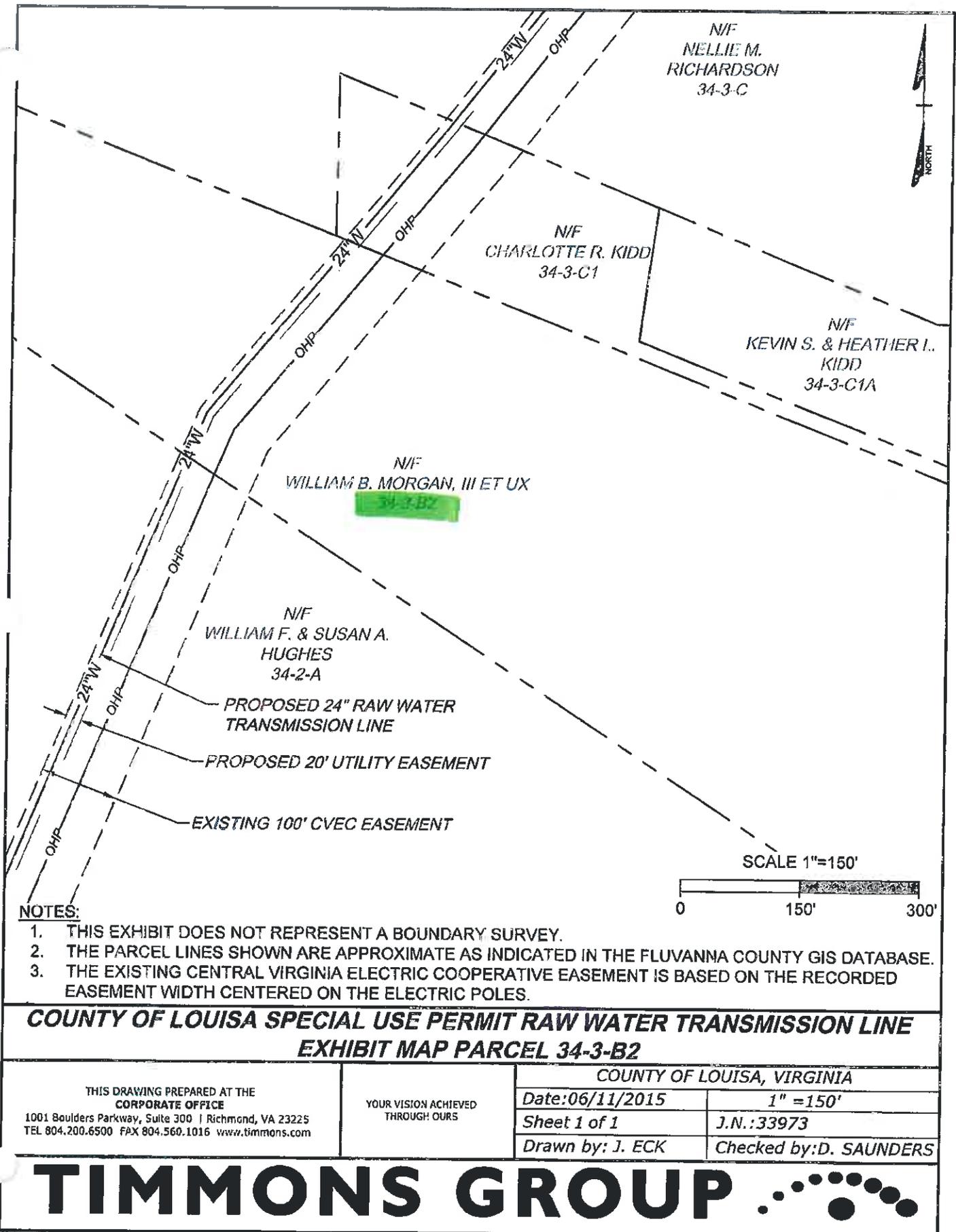
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-3-C1**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





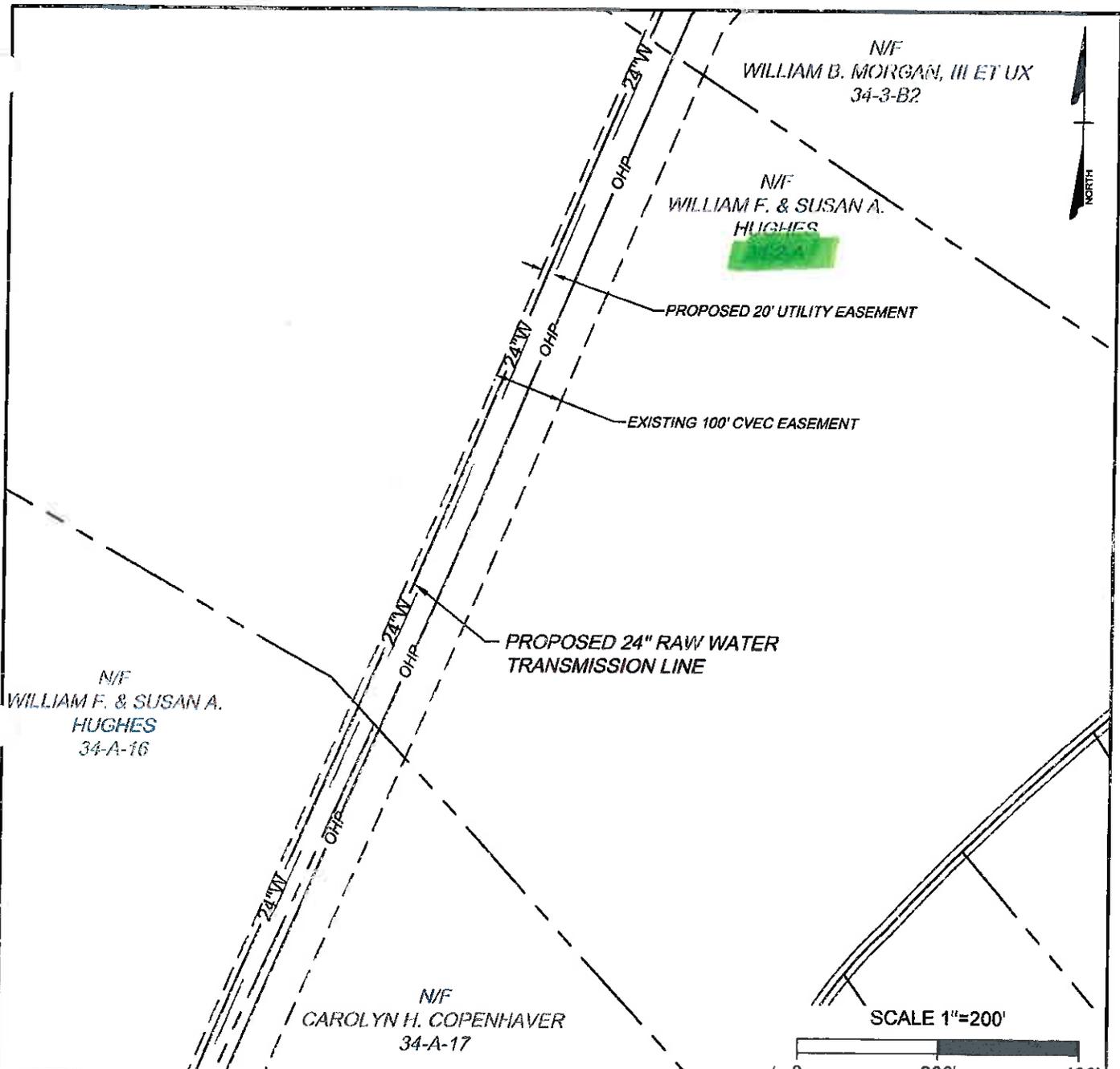
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-3-B2**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



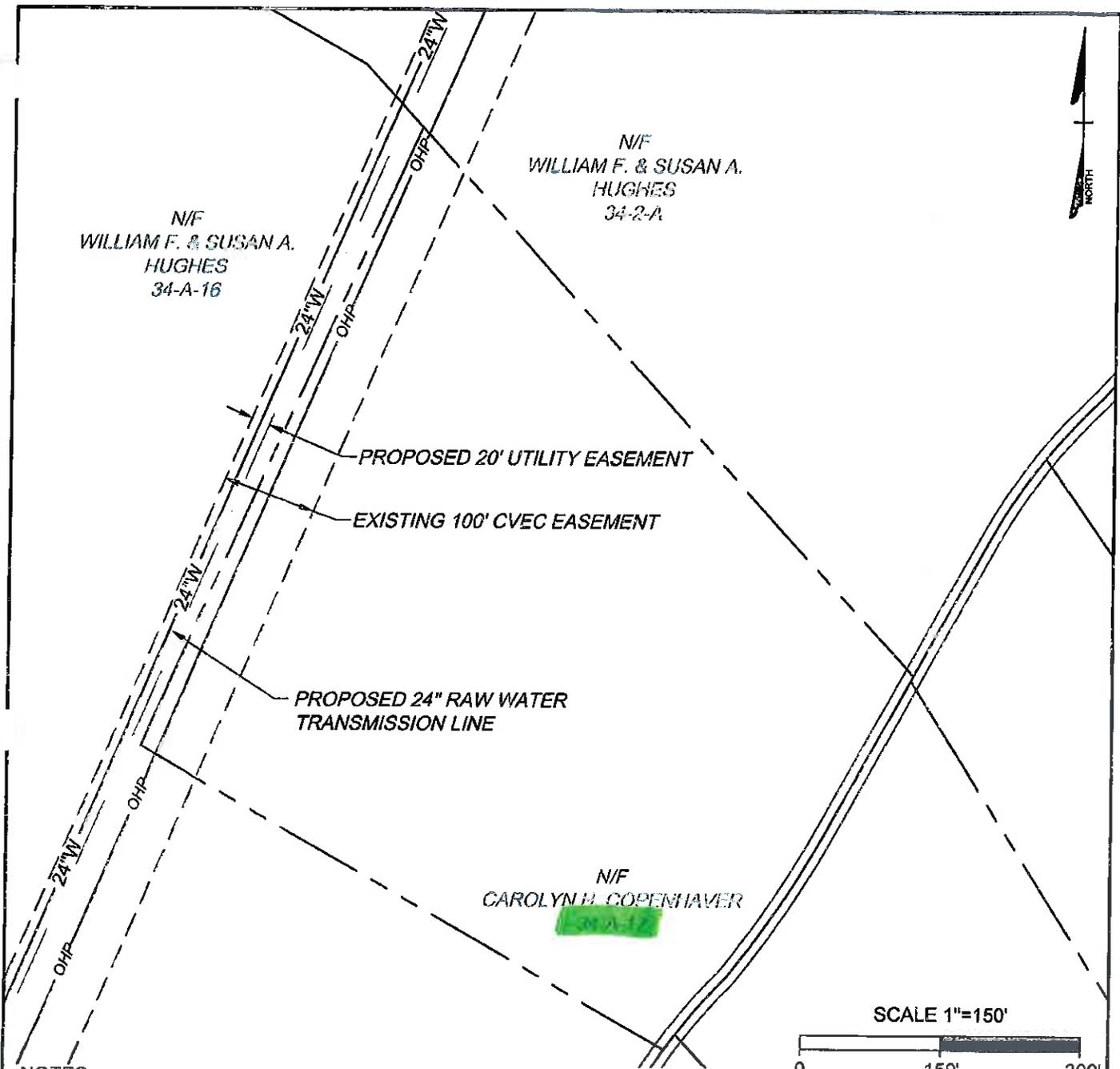
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-2-A**

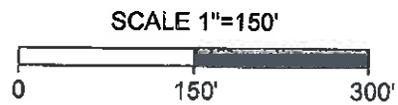
THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 390 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 200'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



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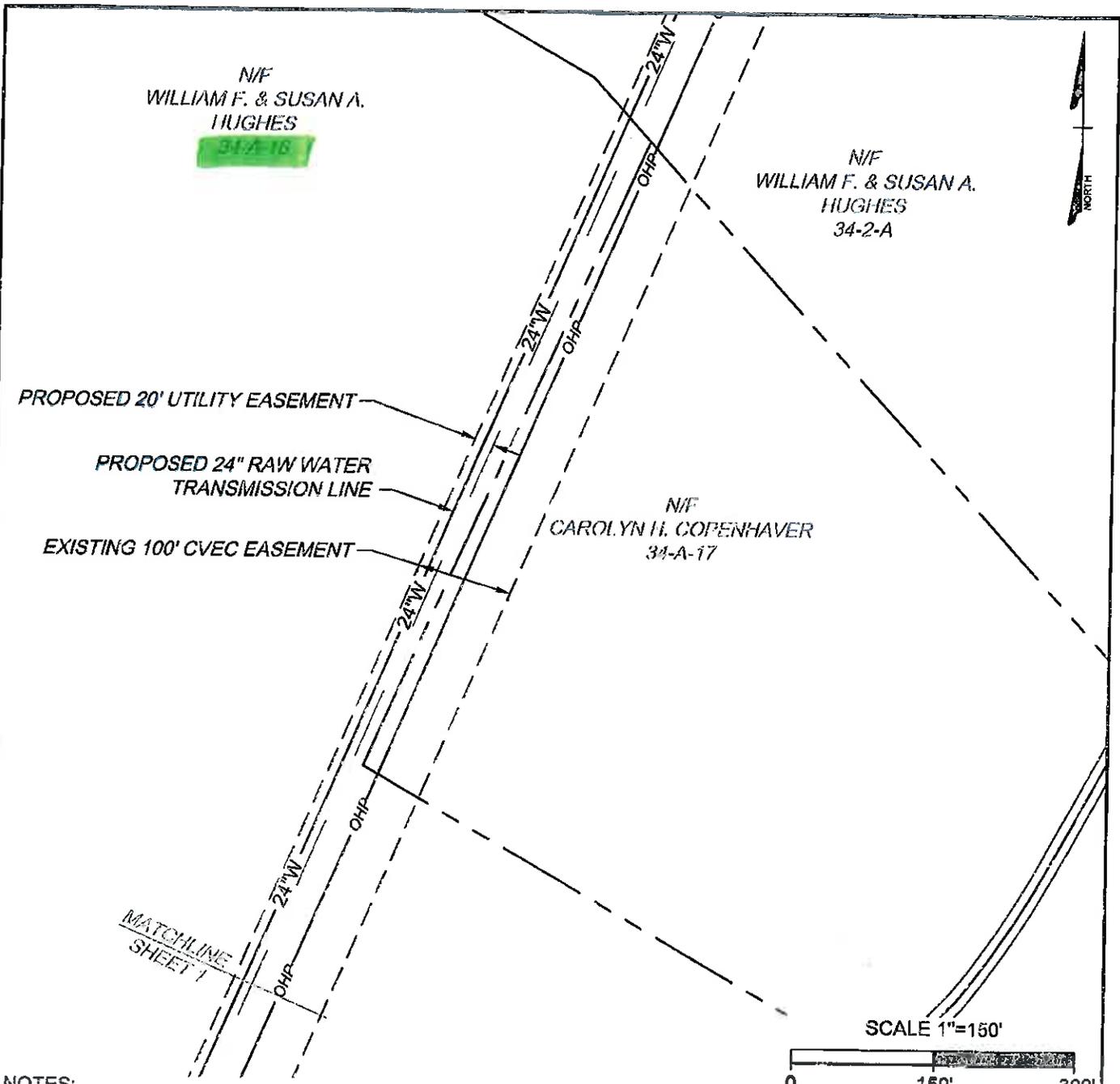
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-A-17**

THIS DRAWING PREPARED AT THE
CORPORATE OFFICE
1001 Boulders Parkway, Suite 300 | Richmond, VA 23225
TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





NOTES:

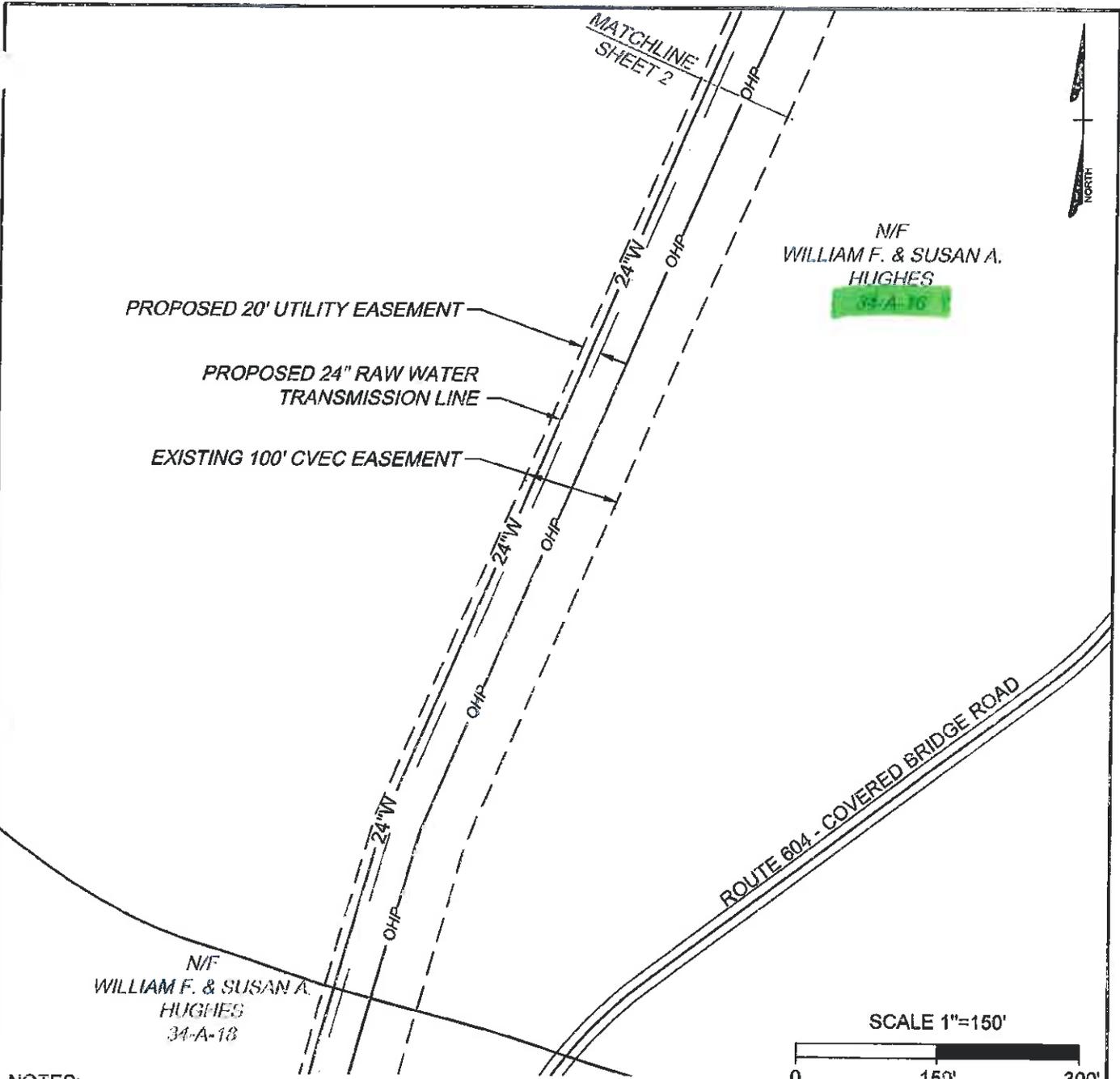
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-A-16**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





N/F
WILLIAM F. & SUSAN A.
HUGHES
34-A-16

N/F
WILLIAM F. & SUSAN A.
HUGHES
34-A-18

SCALE 1"=150'



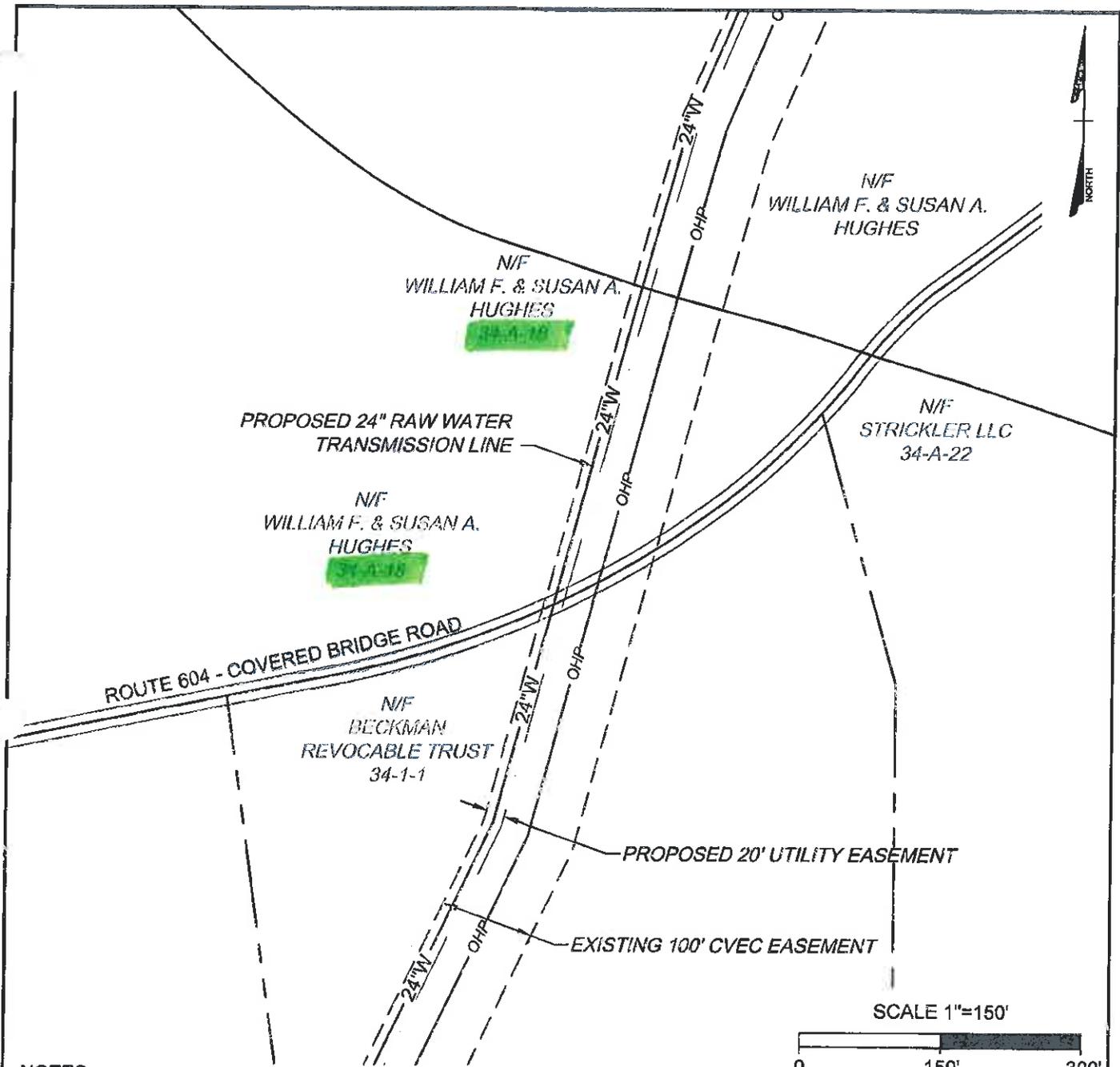
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-A-16**

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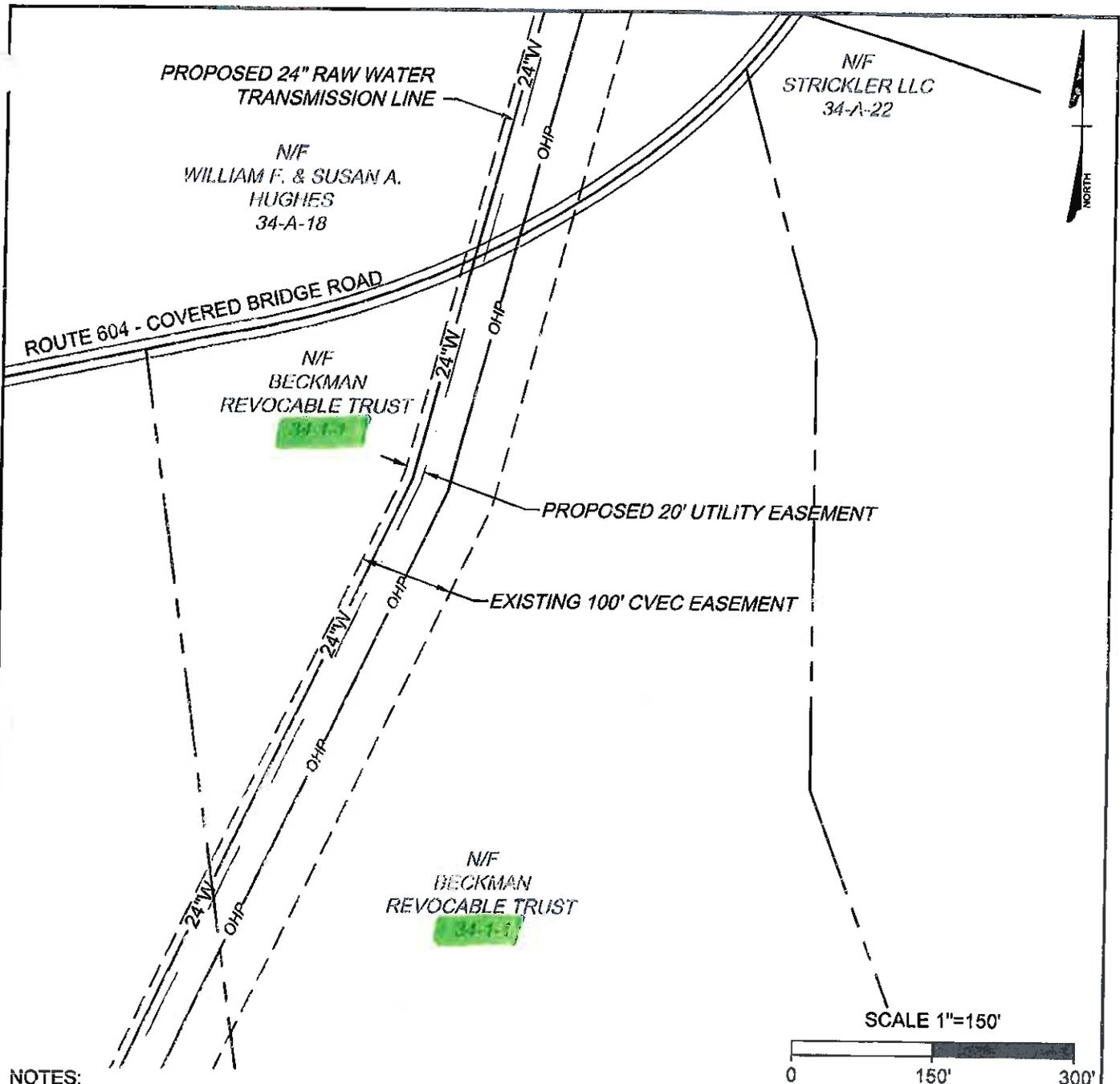
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-A-18**

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		Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



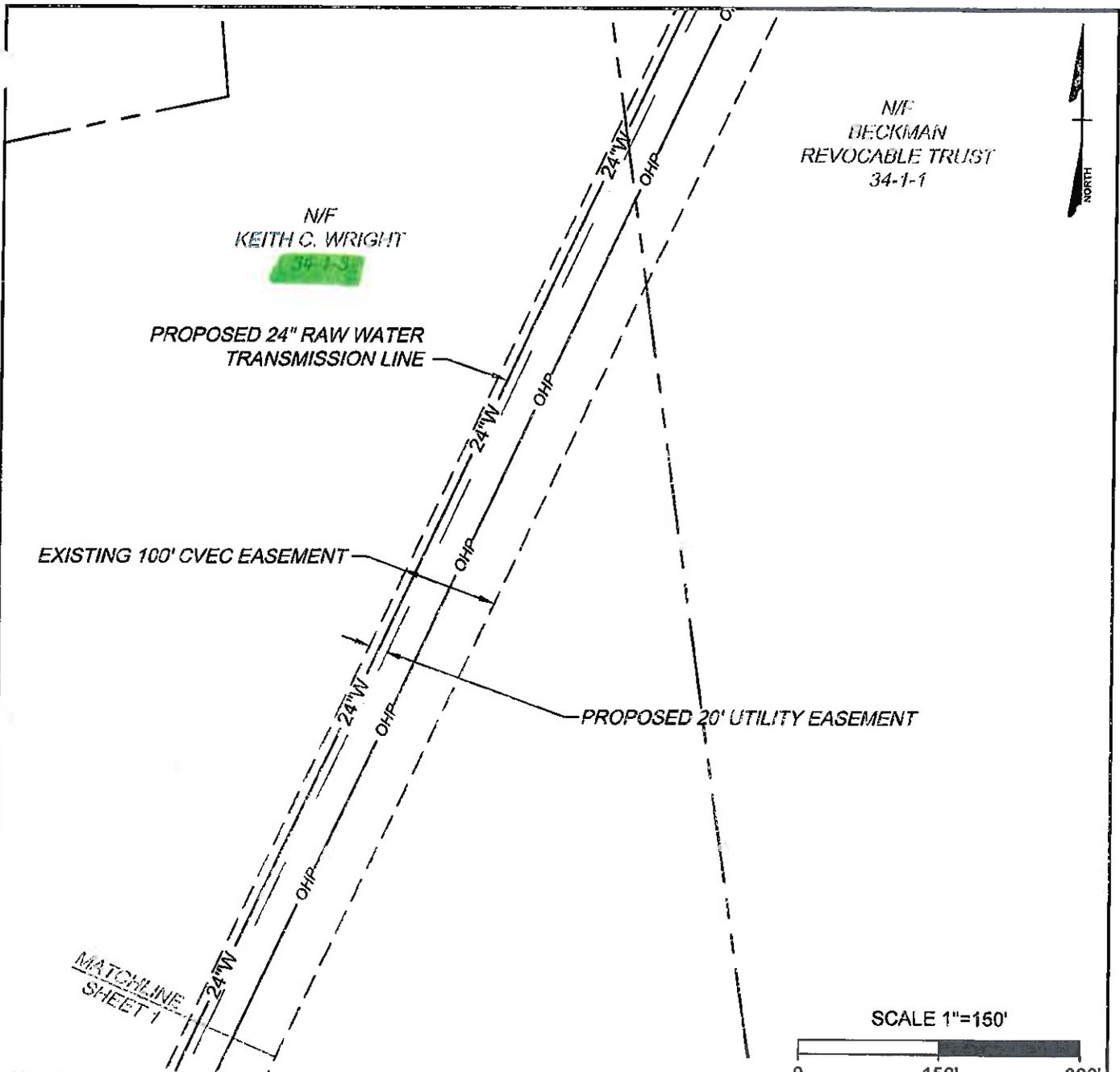
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-1-1**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





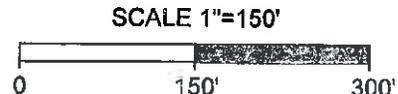
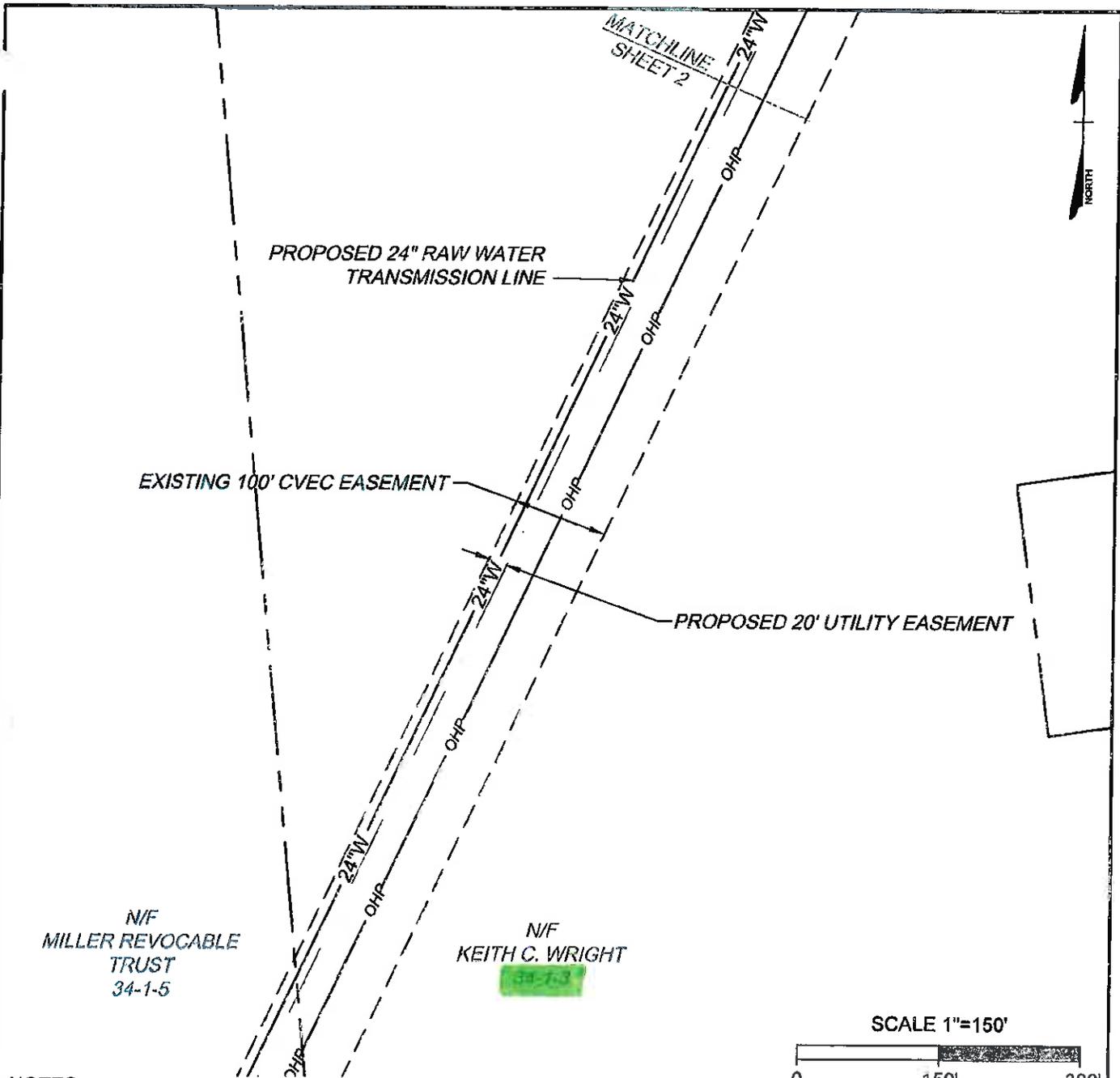
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-1-3**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

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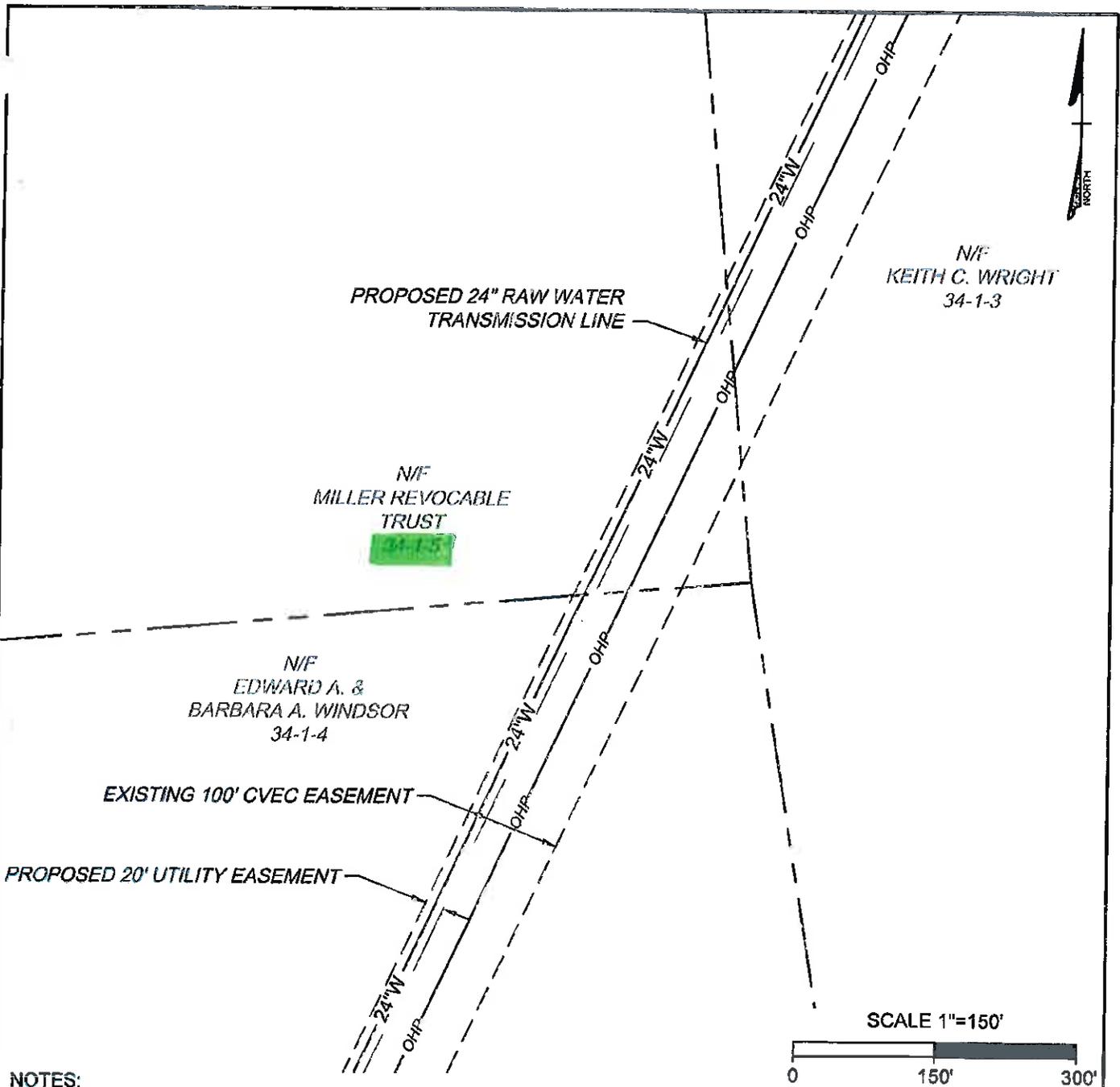
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-1-3**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





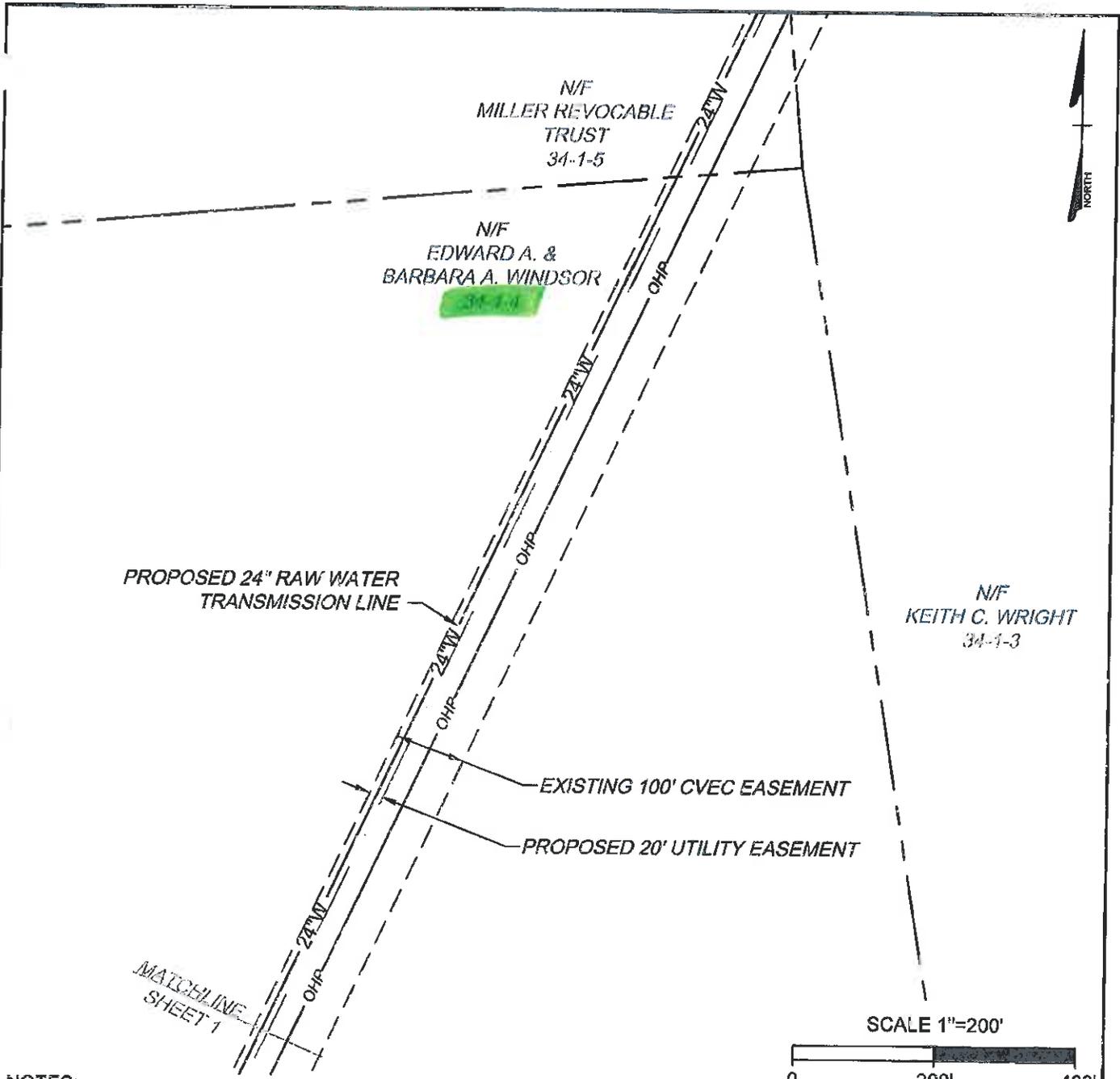
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-1-5**

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		Date: 06/11/2015	1" = 150'
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		Drawn by: J. ECK	Checked by: D. SAUNDERS

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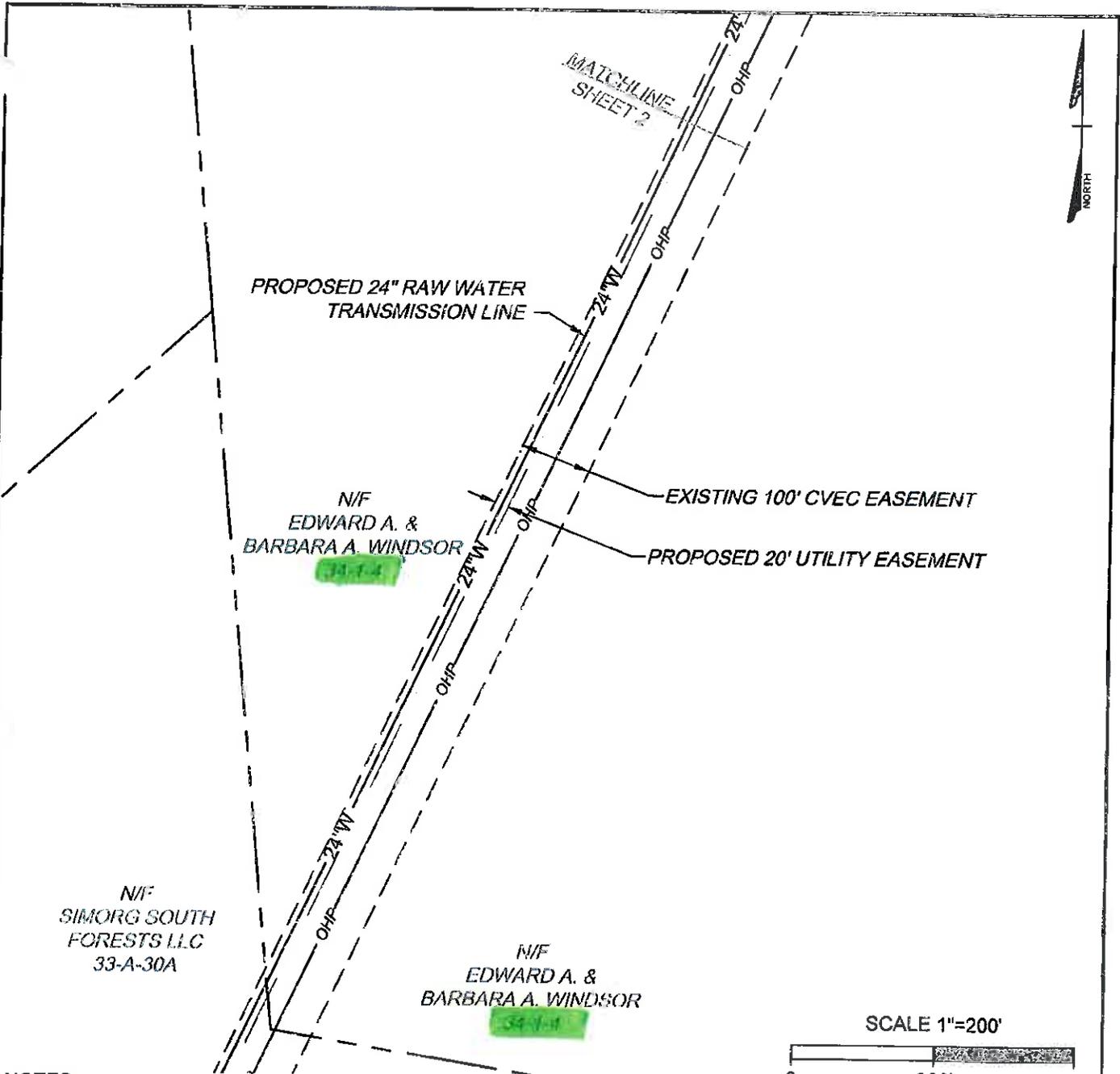
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-1-4**

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		Date: 06/11/2015	1" = 200'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





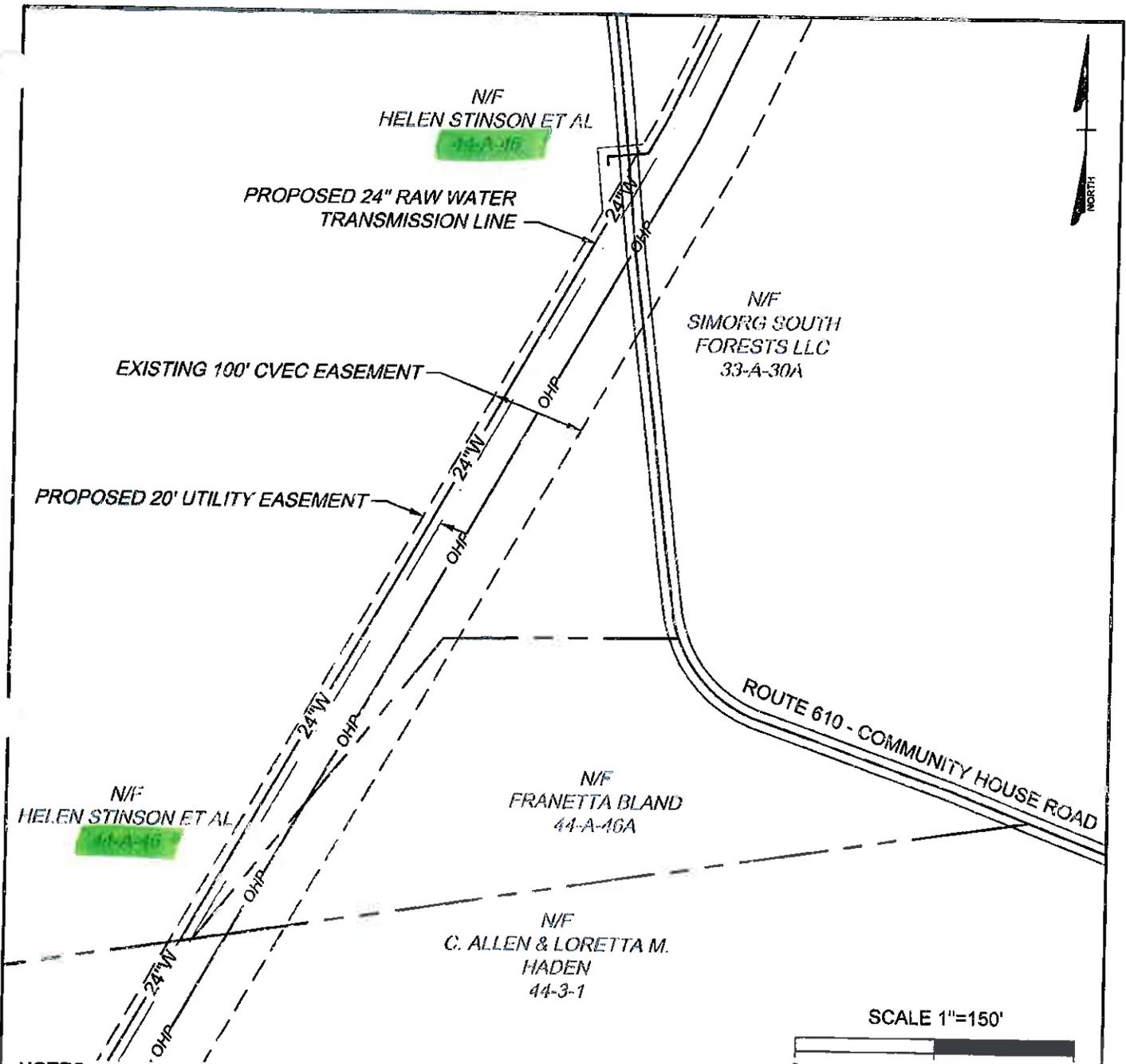
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 34-1-4**

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		Date: 06/11/2015	1" = 200'
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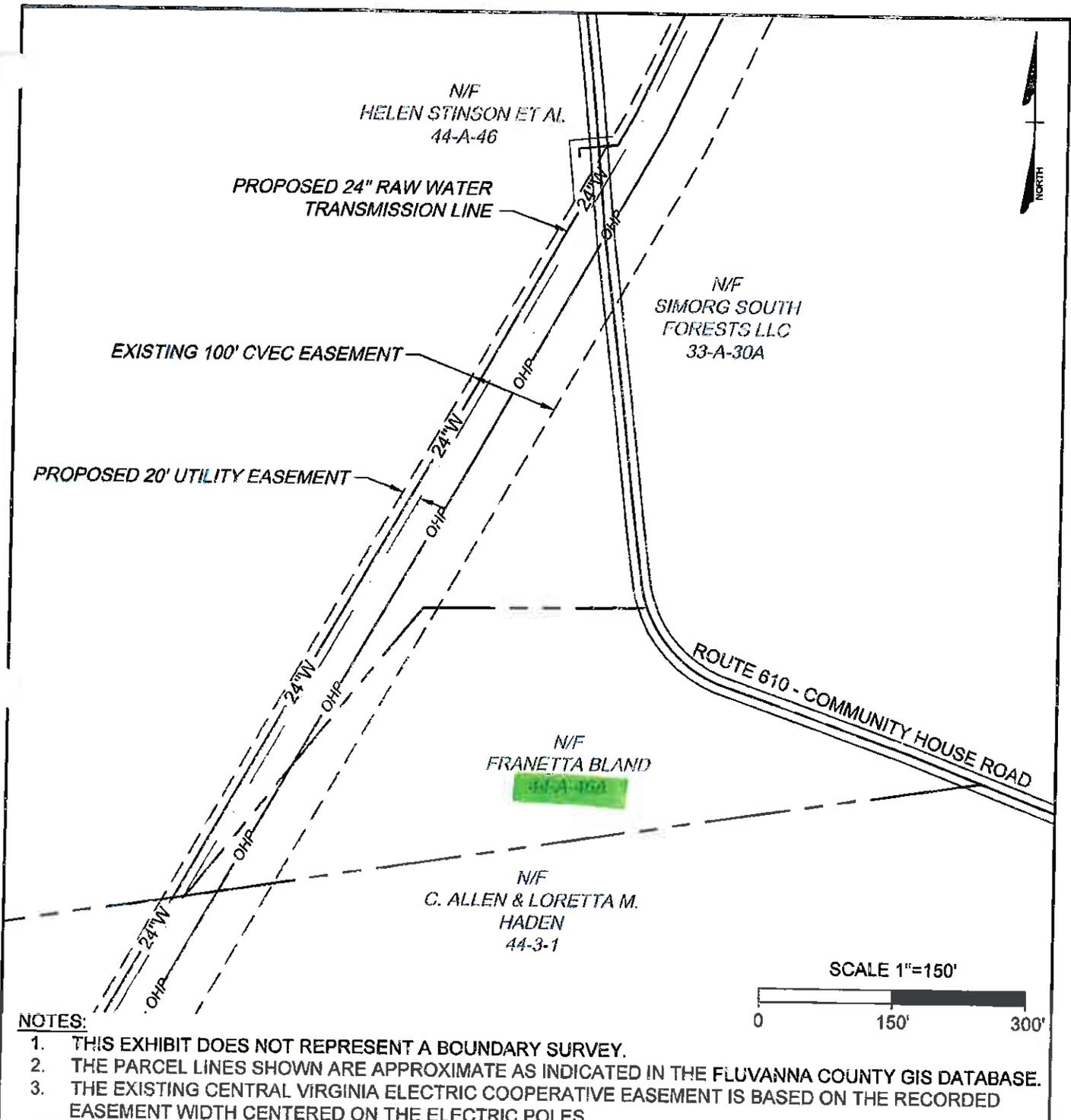
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-46**

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		Date: 06/11/2015	1" = 150'
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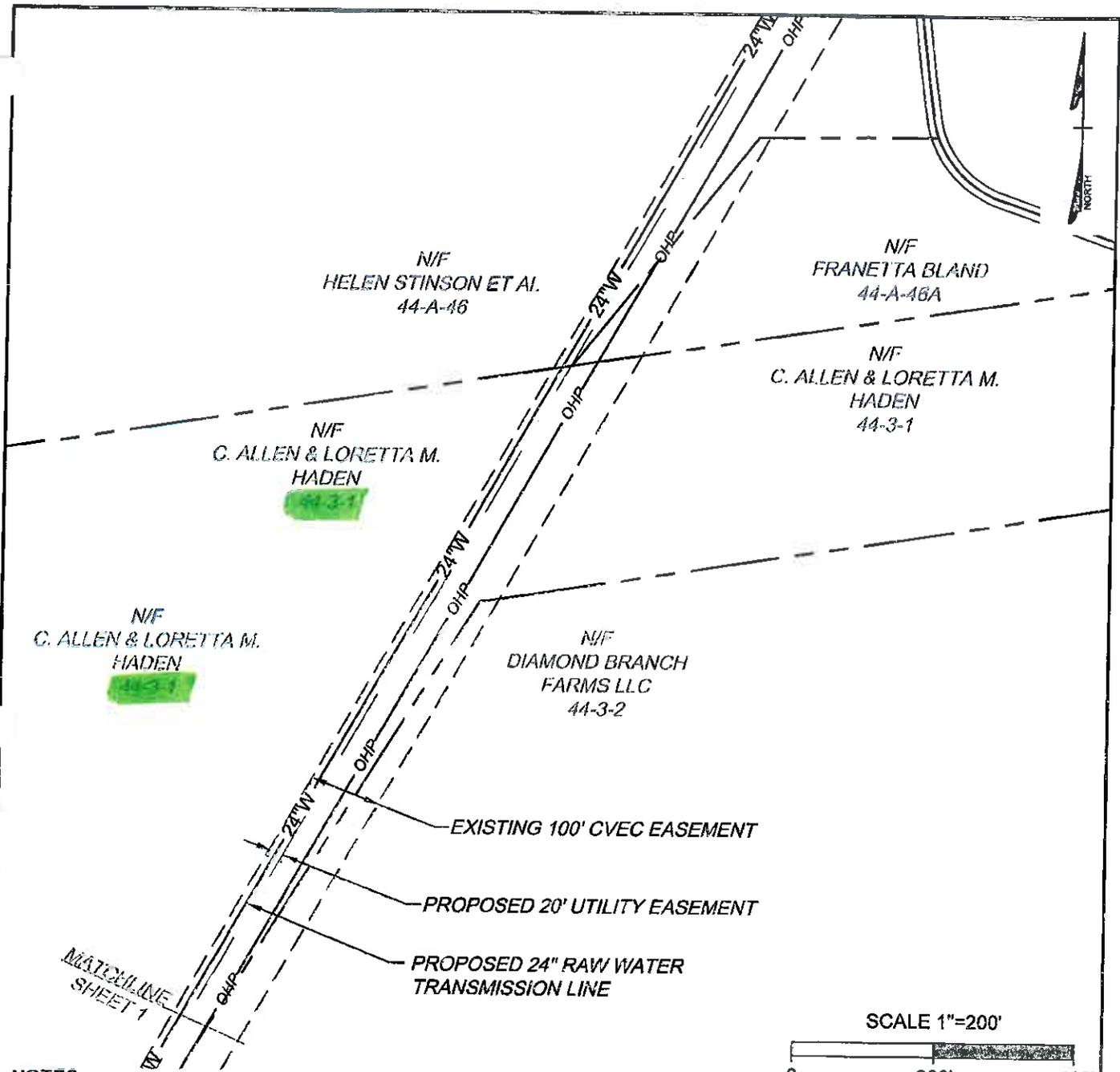
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-46A**

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Sheet 1 of 1	J.N.: 33973
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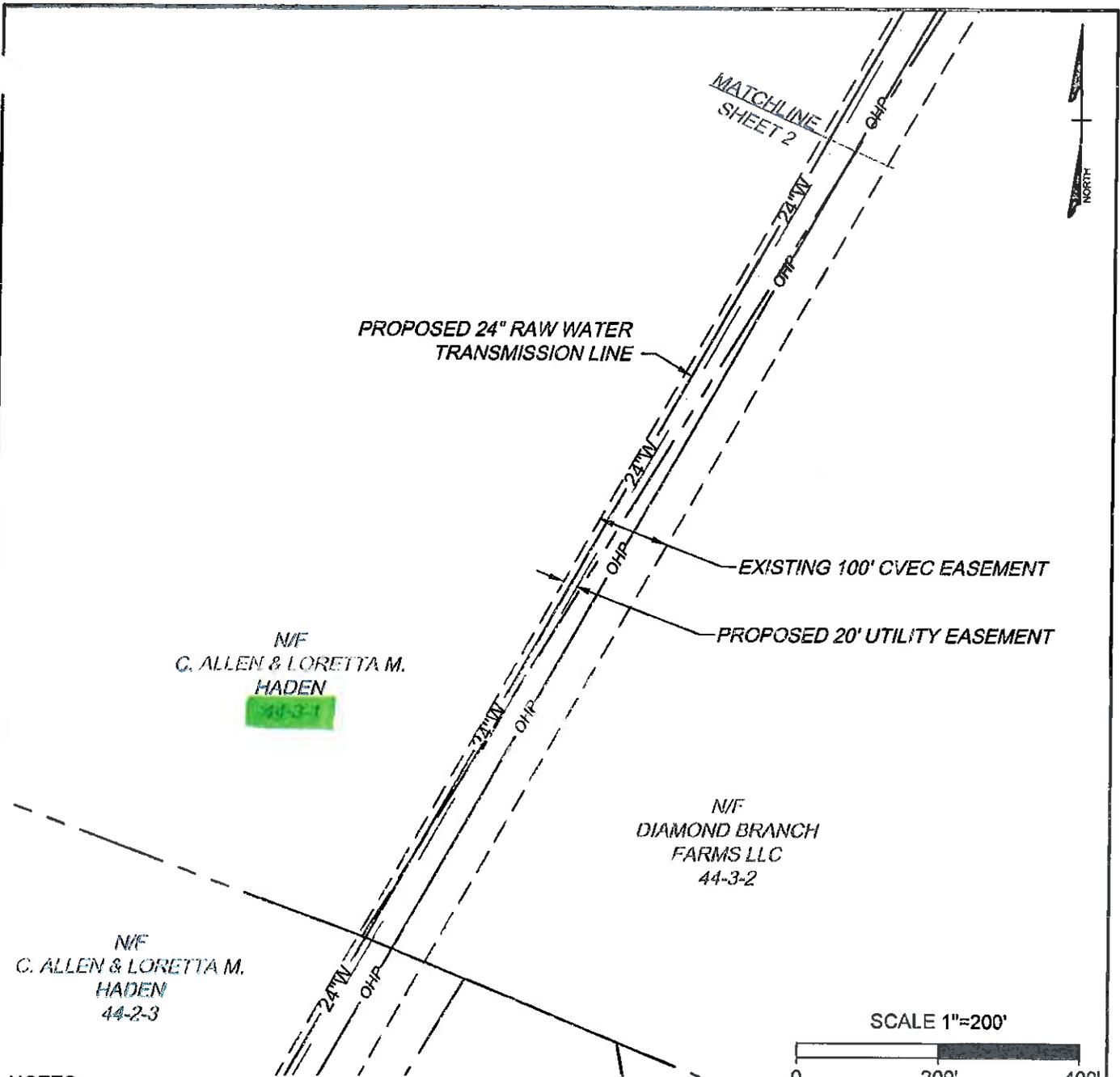
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-3-1**

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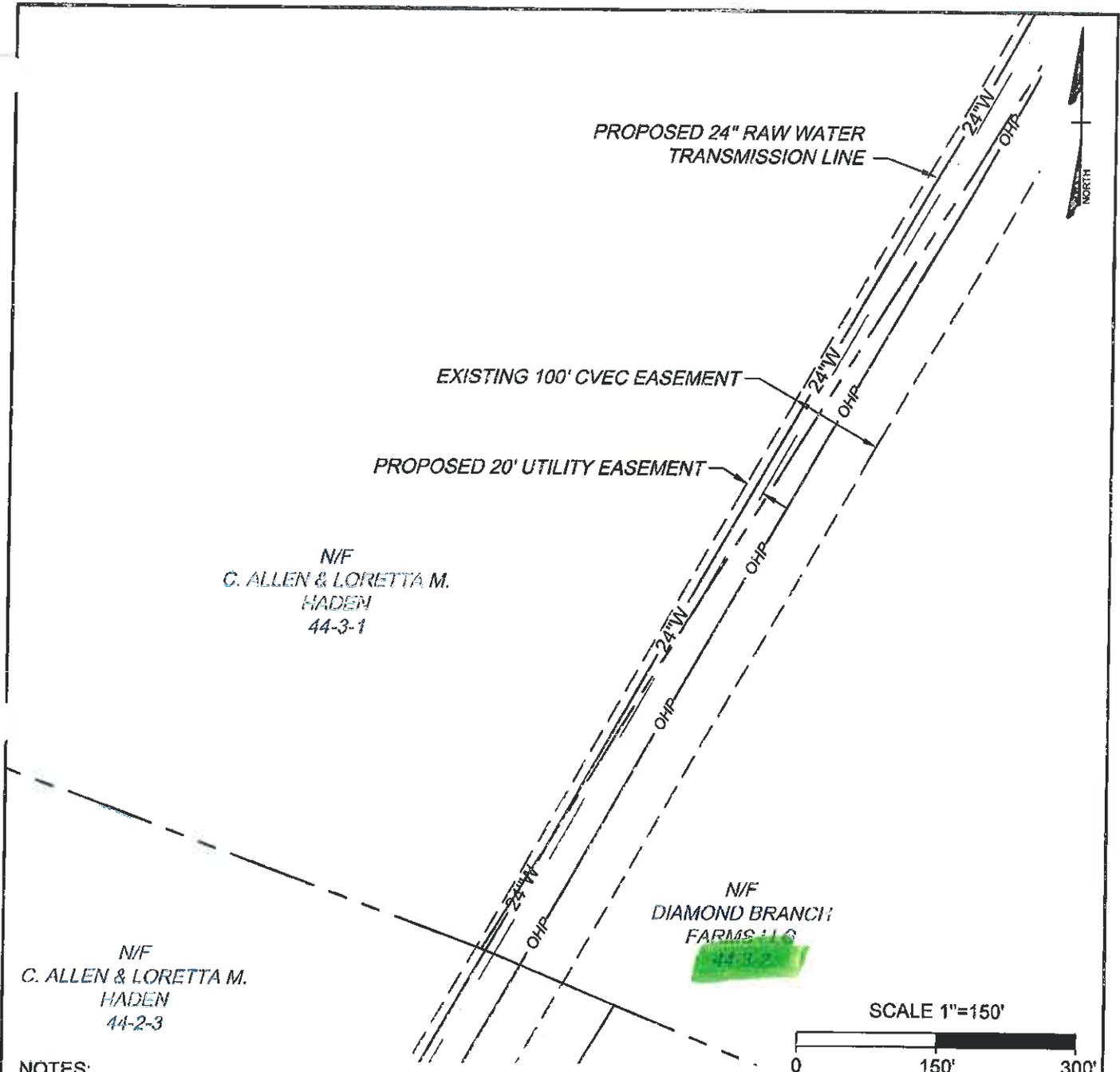
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-3-1**

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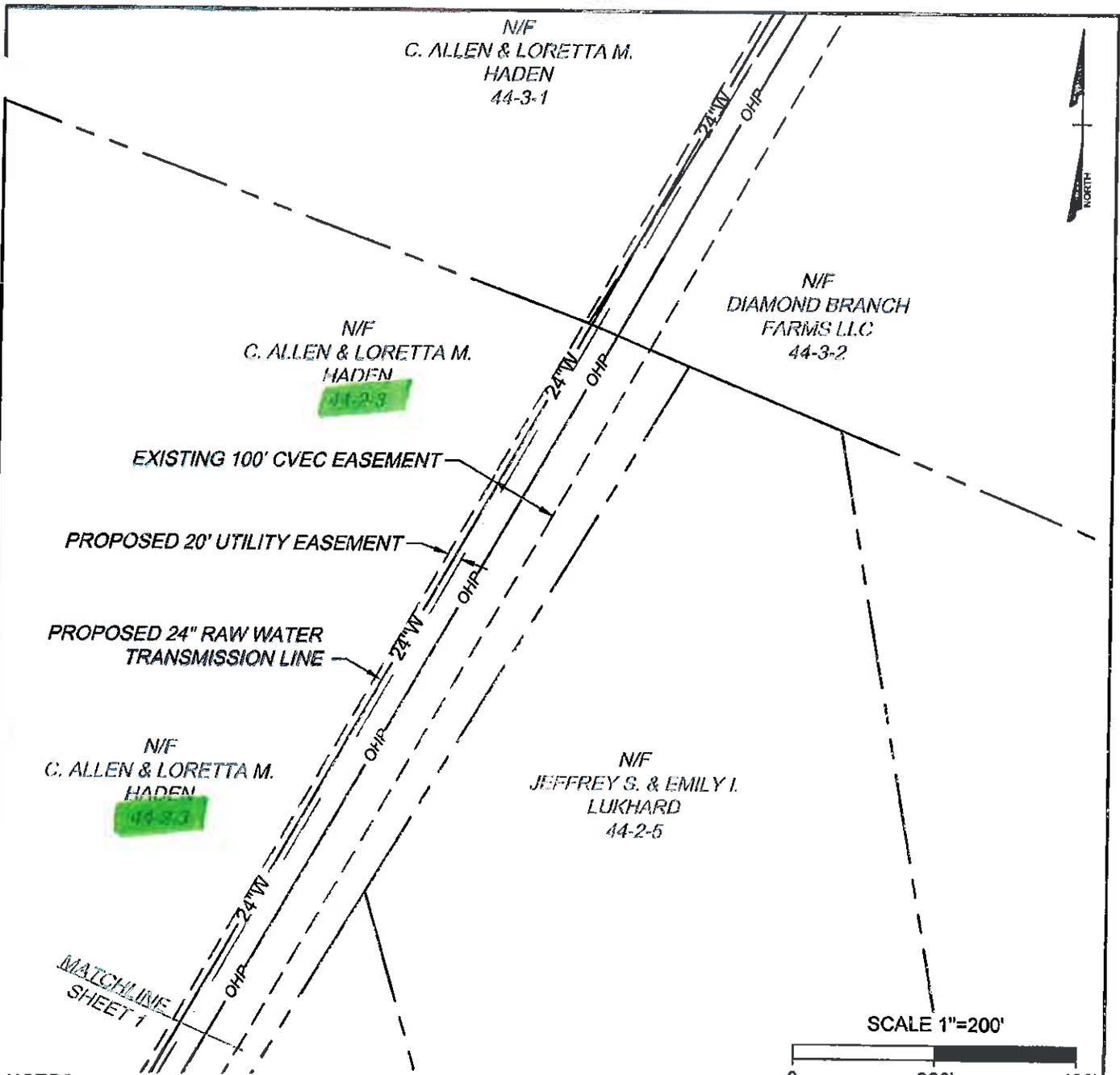
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-3-2**

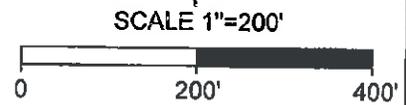
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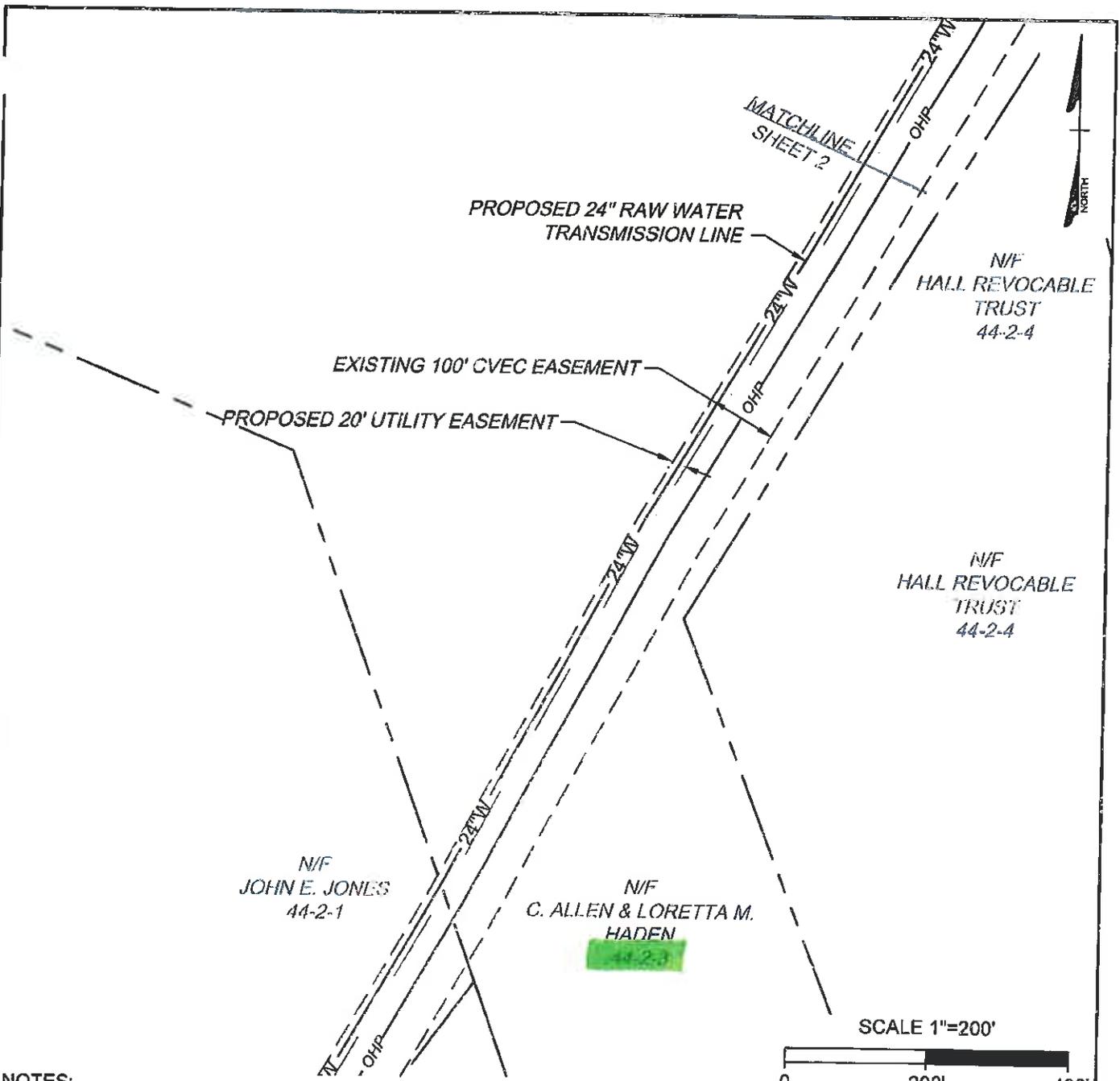
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-3**

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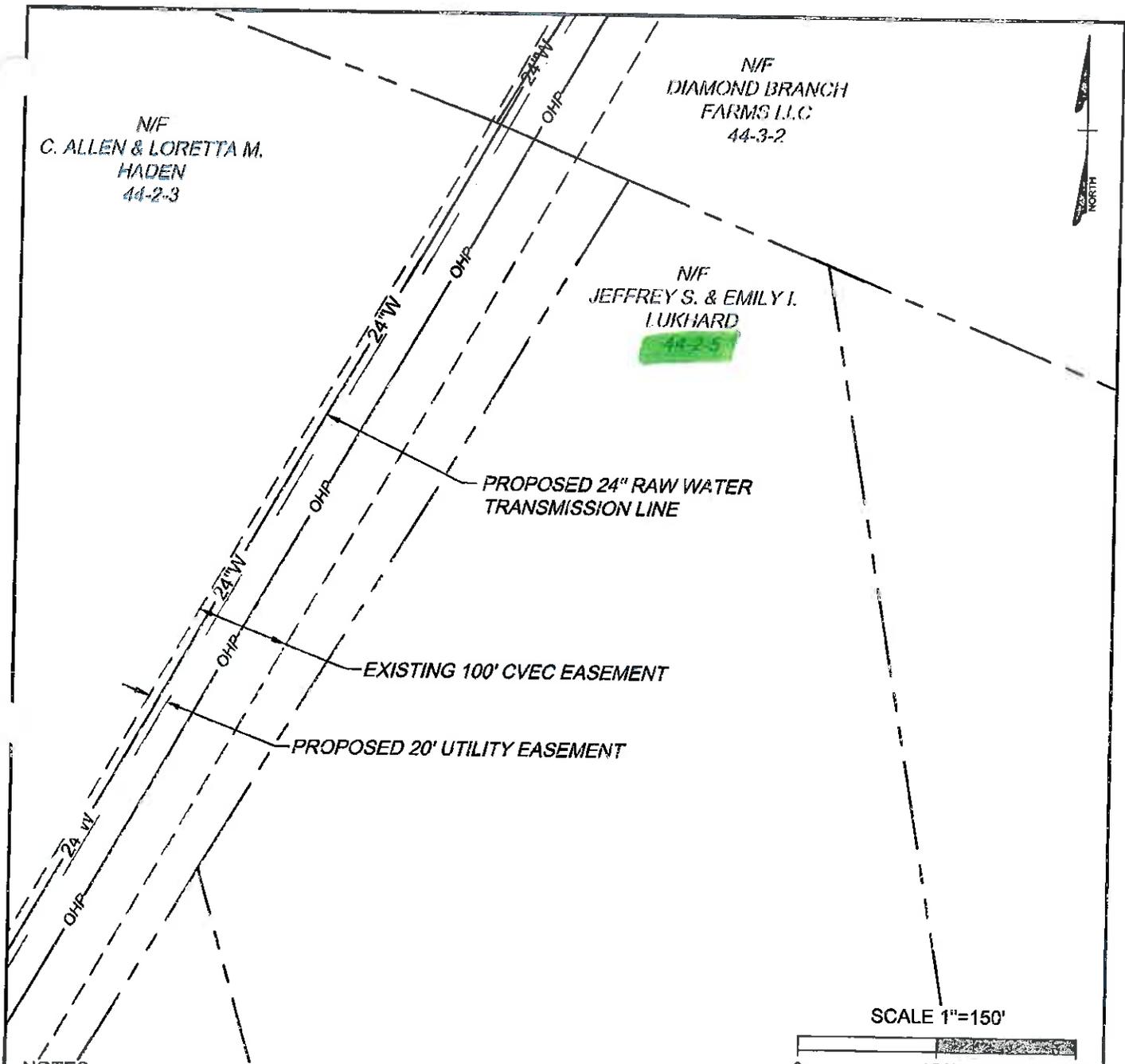
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-3**

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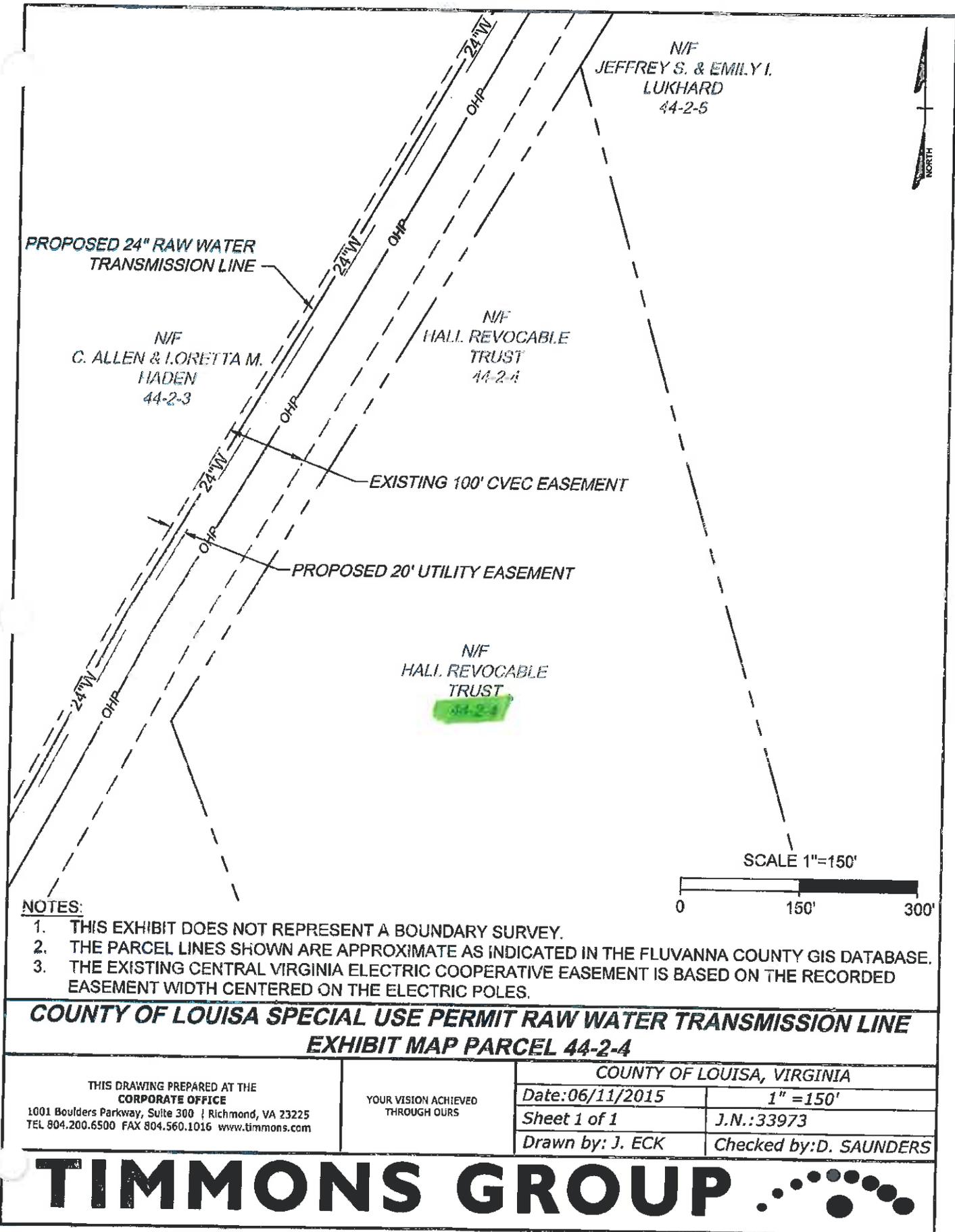
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-5**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-4**

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COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 150'

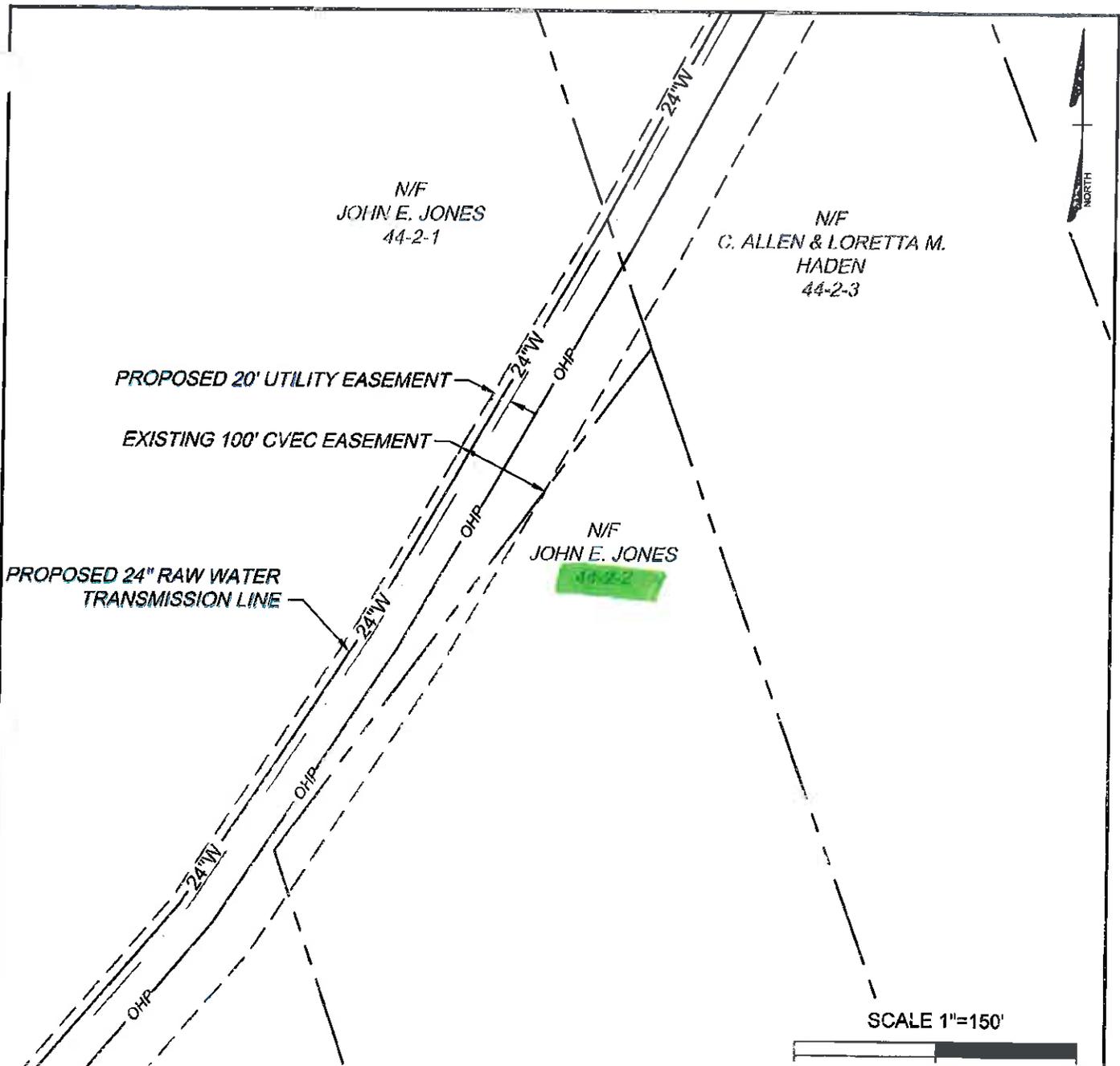
Sheet 1 of 1

J.N.:33973

Drawn by: J. ECK

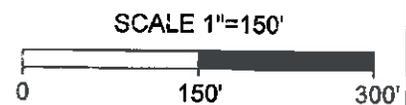
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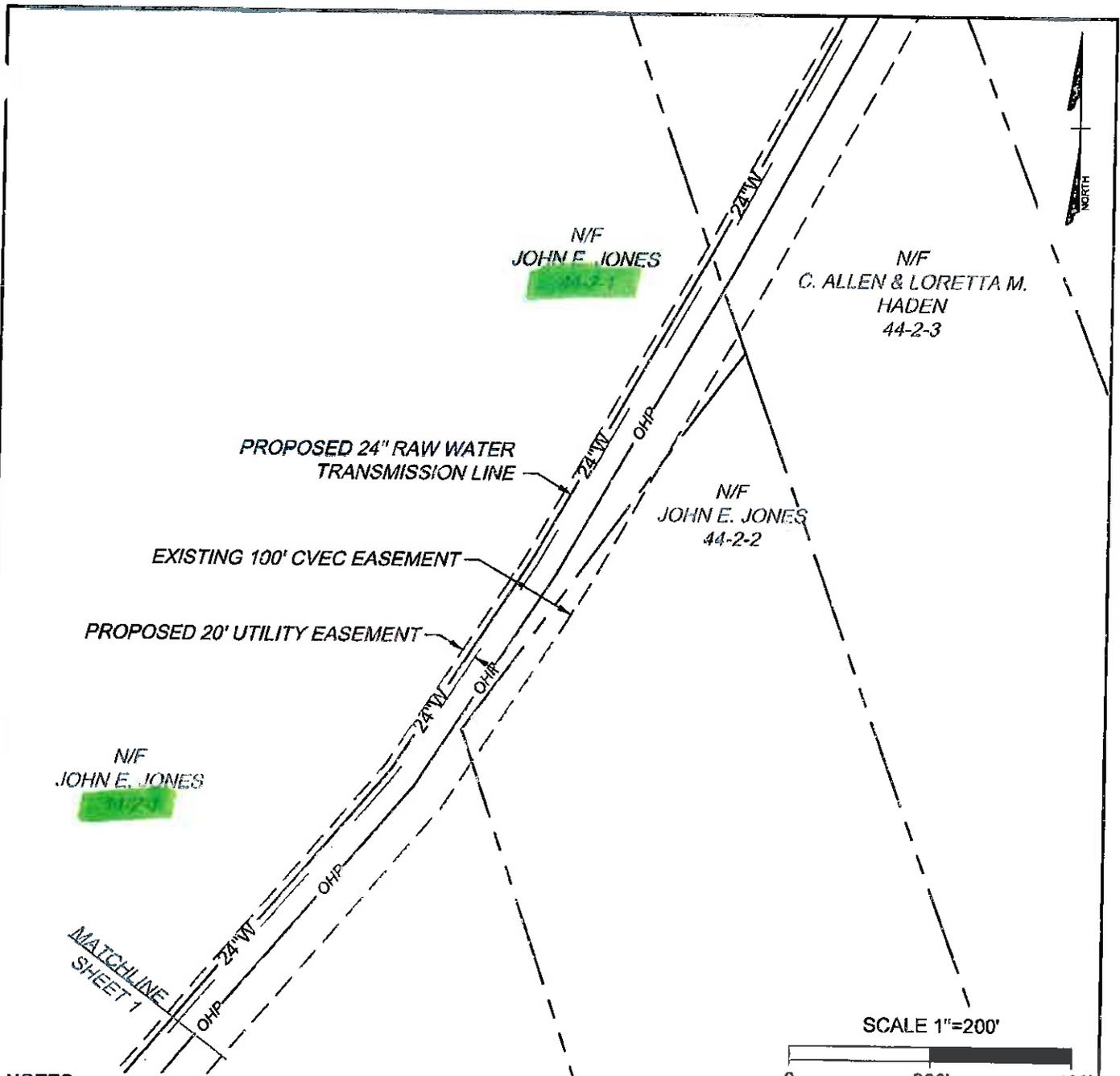
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-2**

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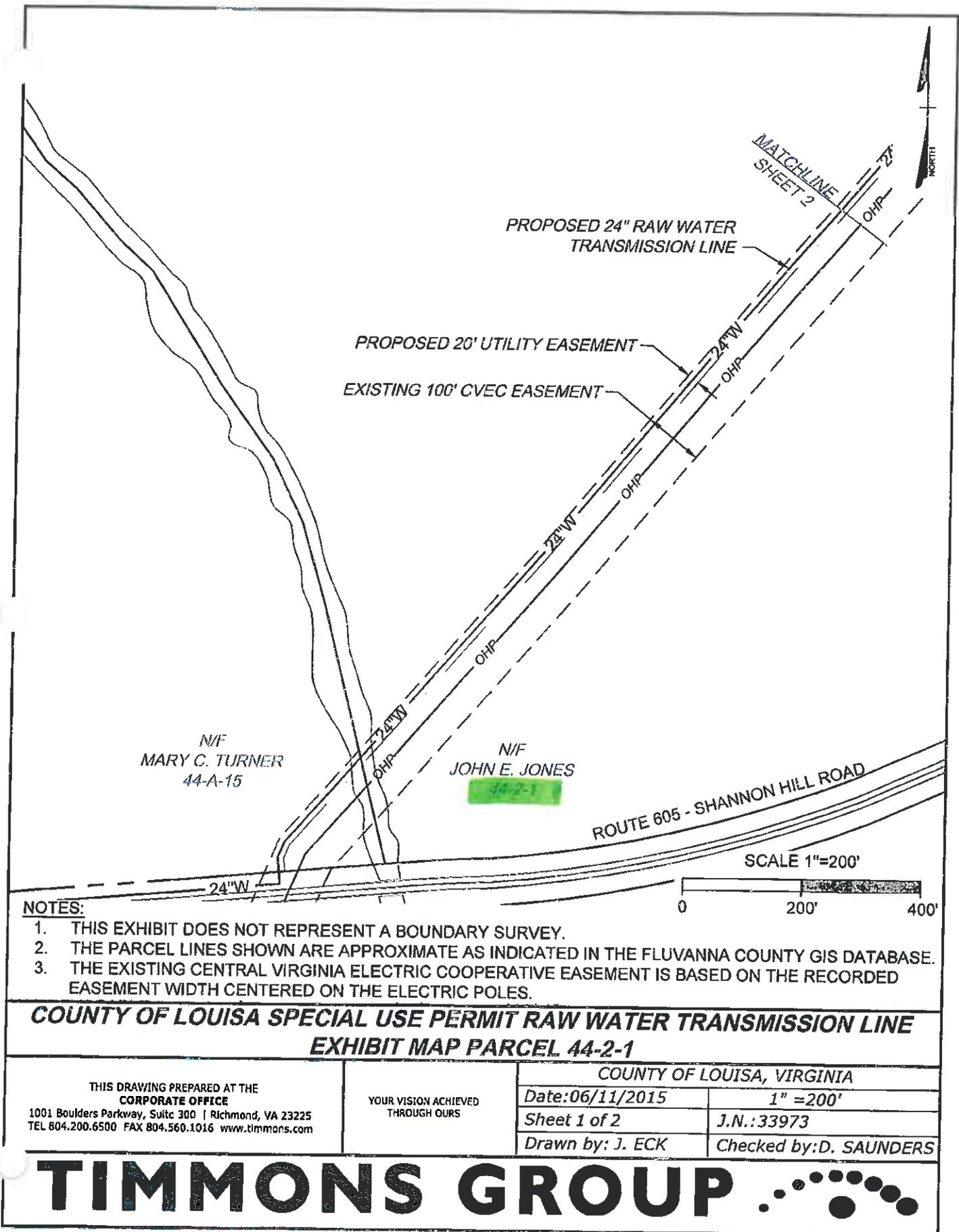
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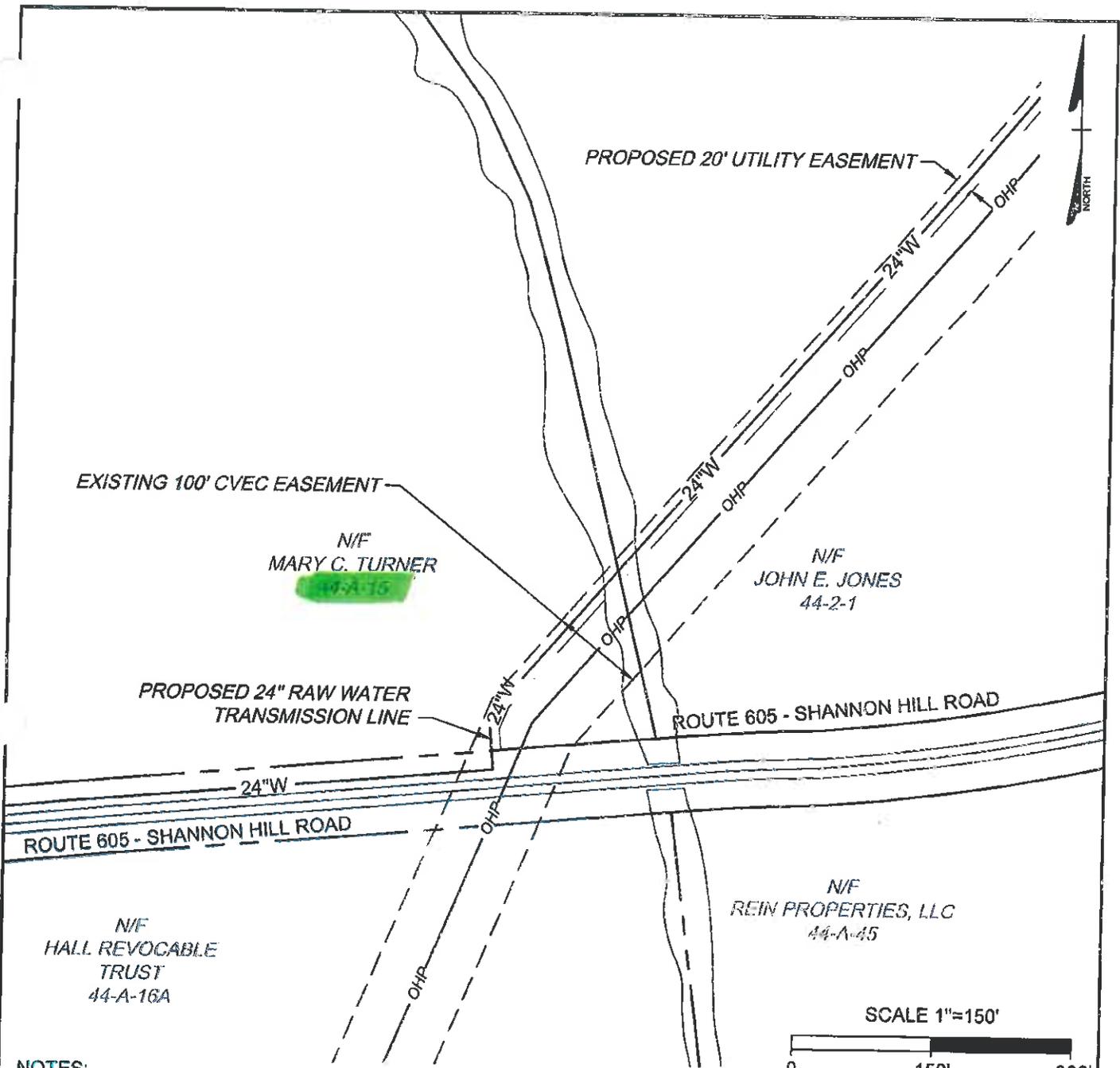
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-1**

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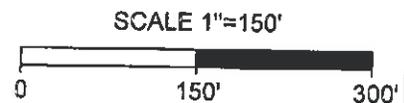






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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-15**

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Date: 06/11/2015

1" = 150'

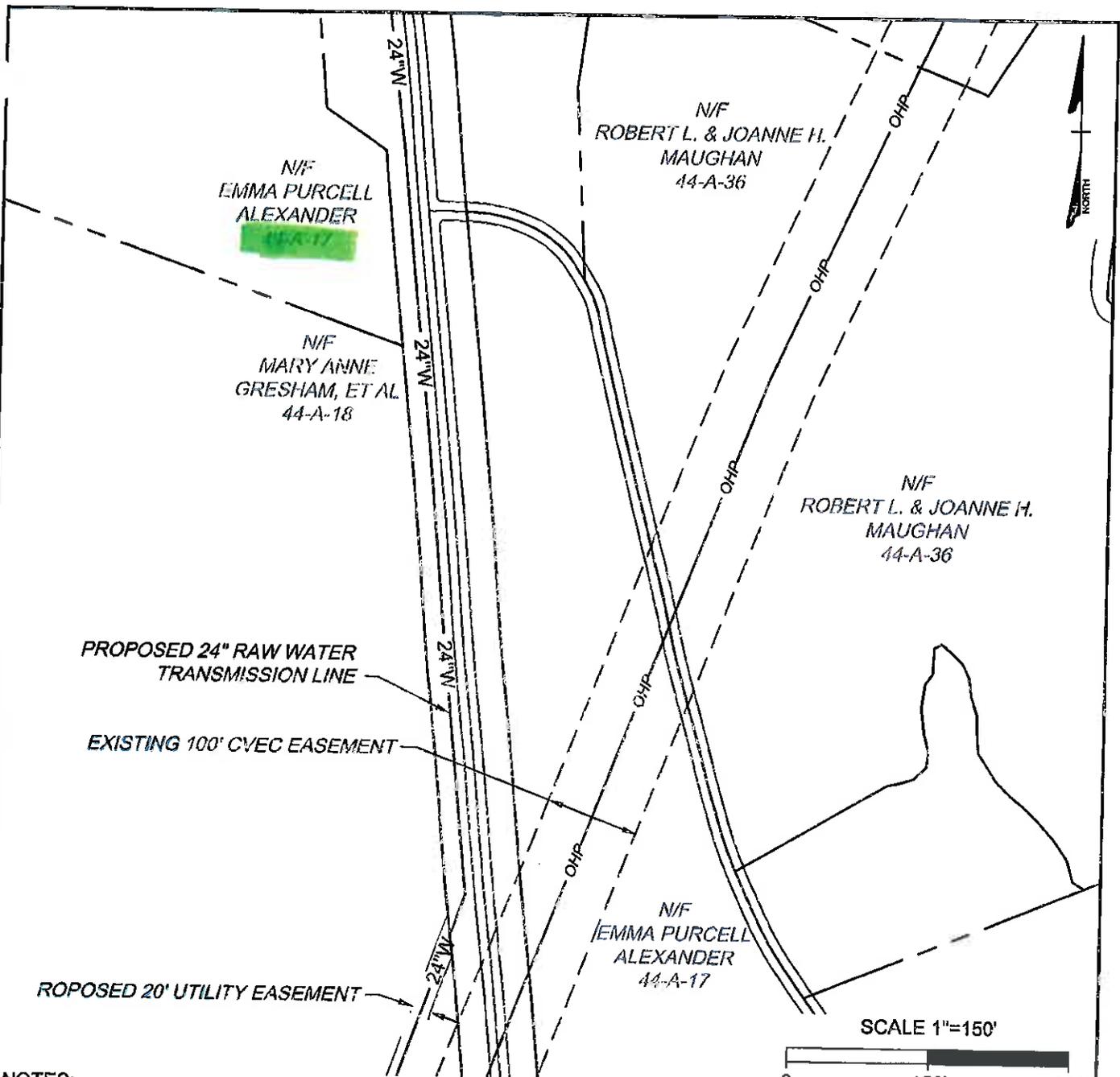
Sheet 1 of 1

J.N.: 33973

Drawn by: J. ECK

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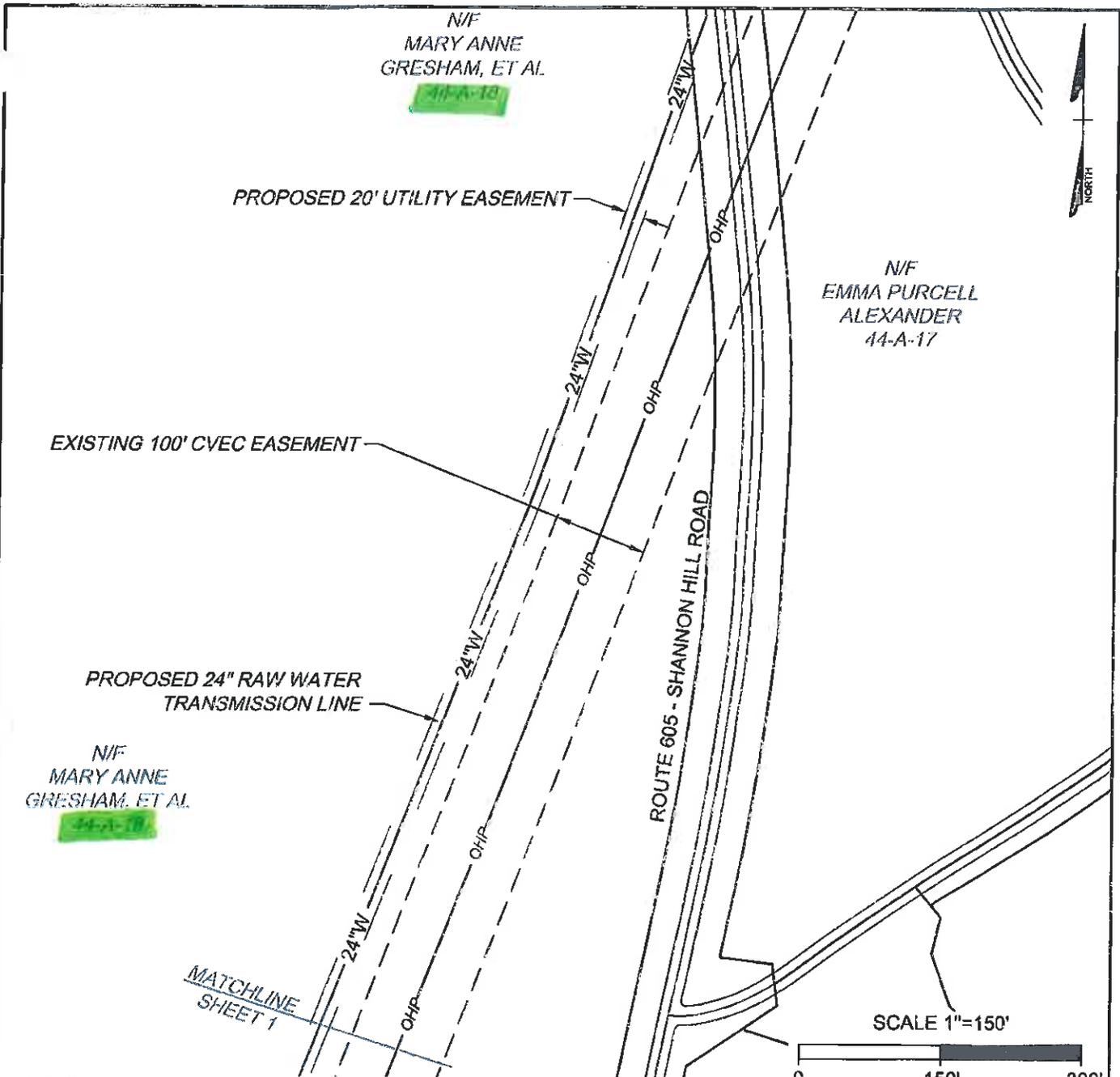
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-17**

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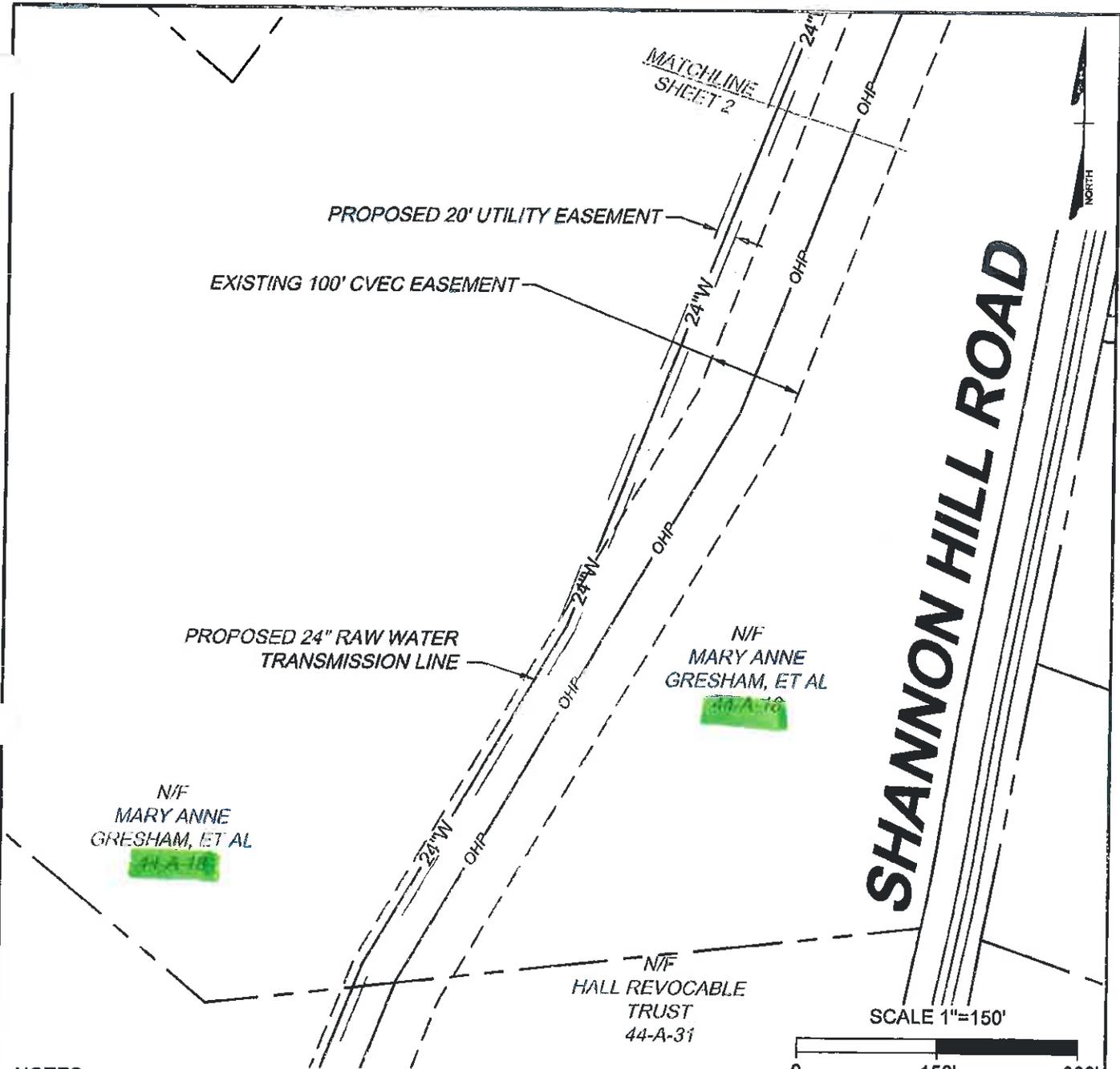
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-18**

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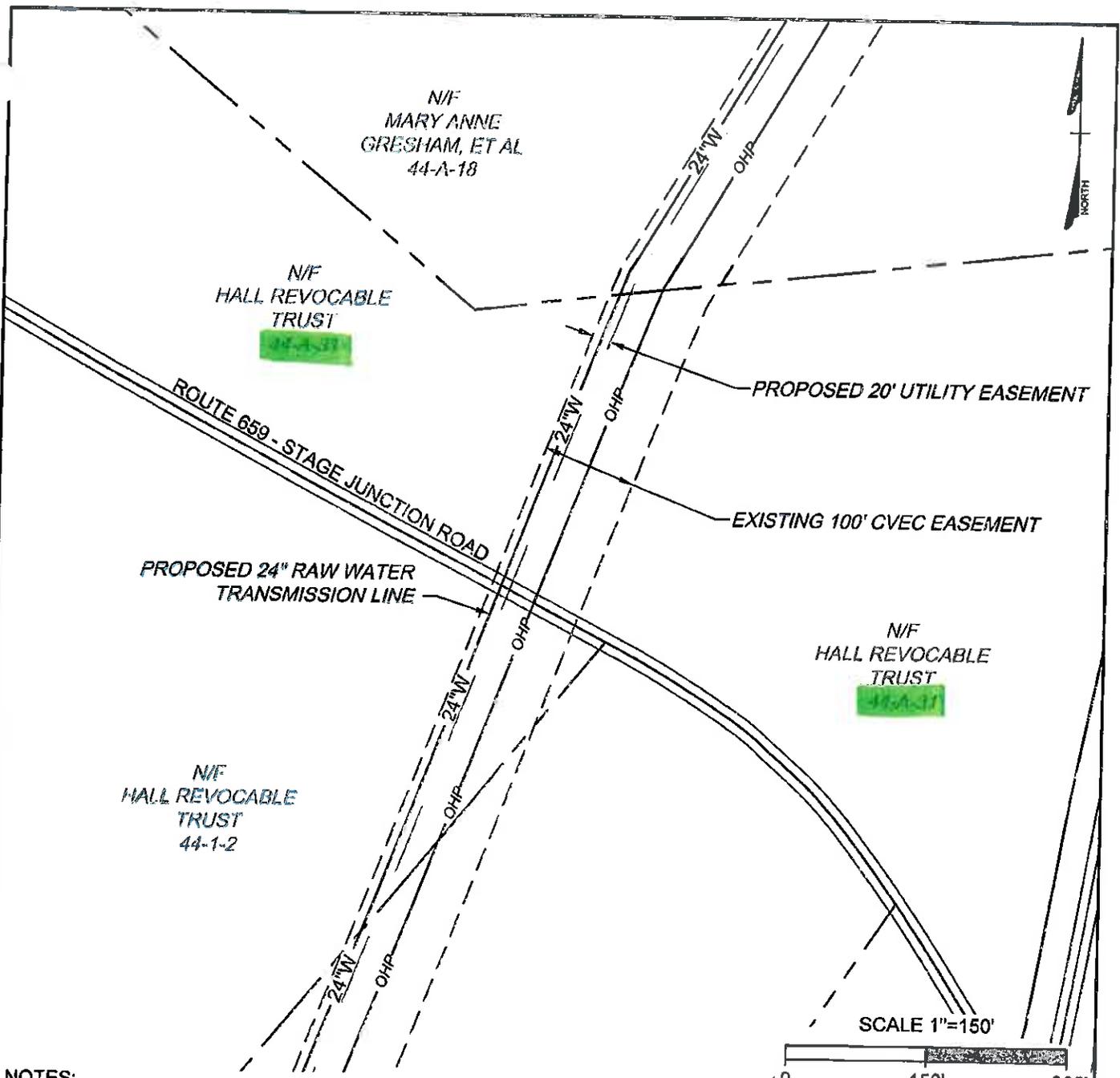
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-18**

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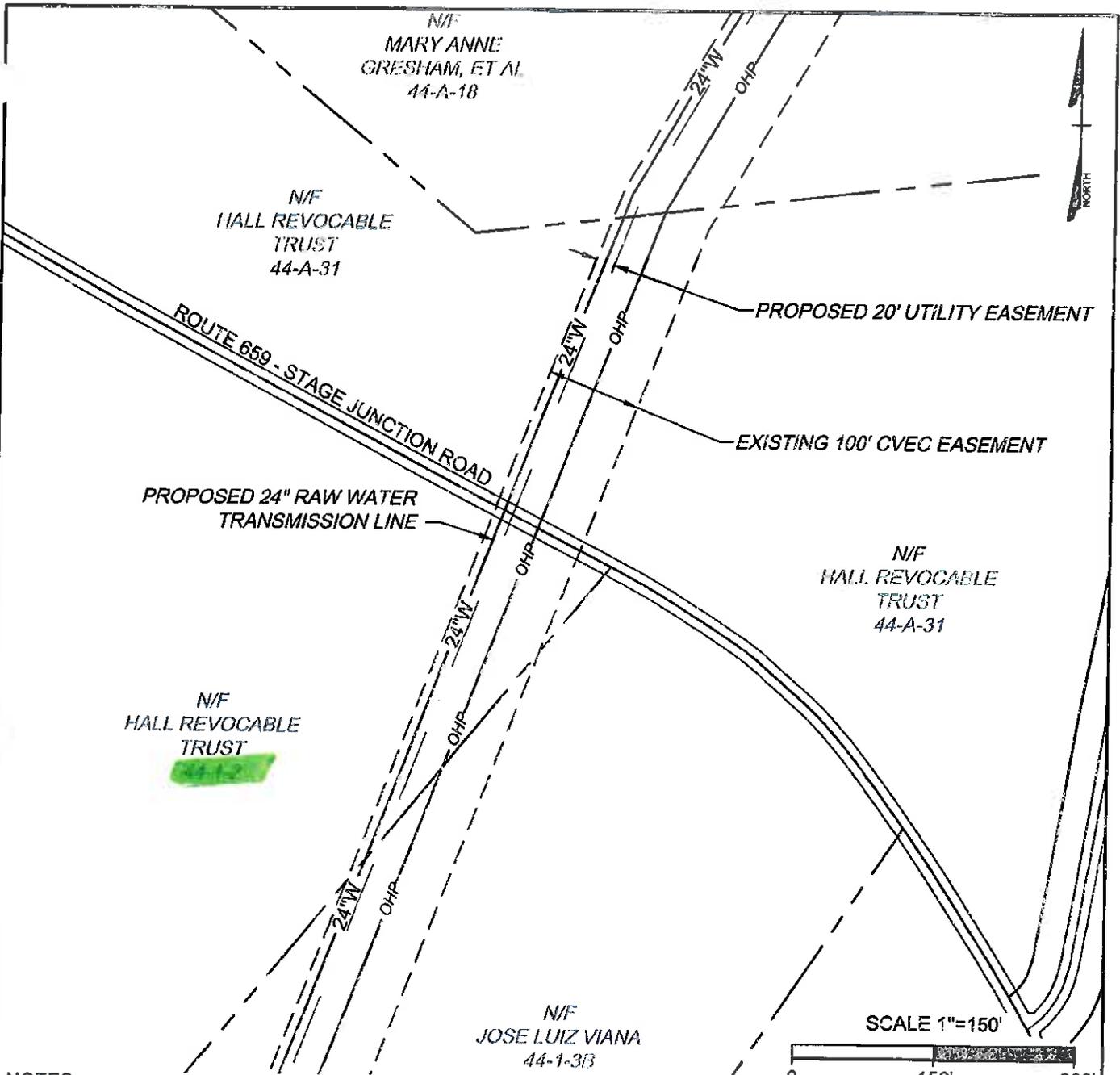
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-31**

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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





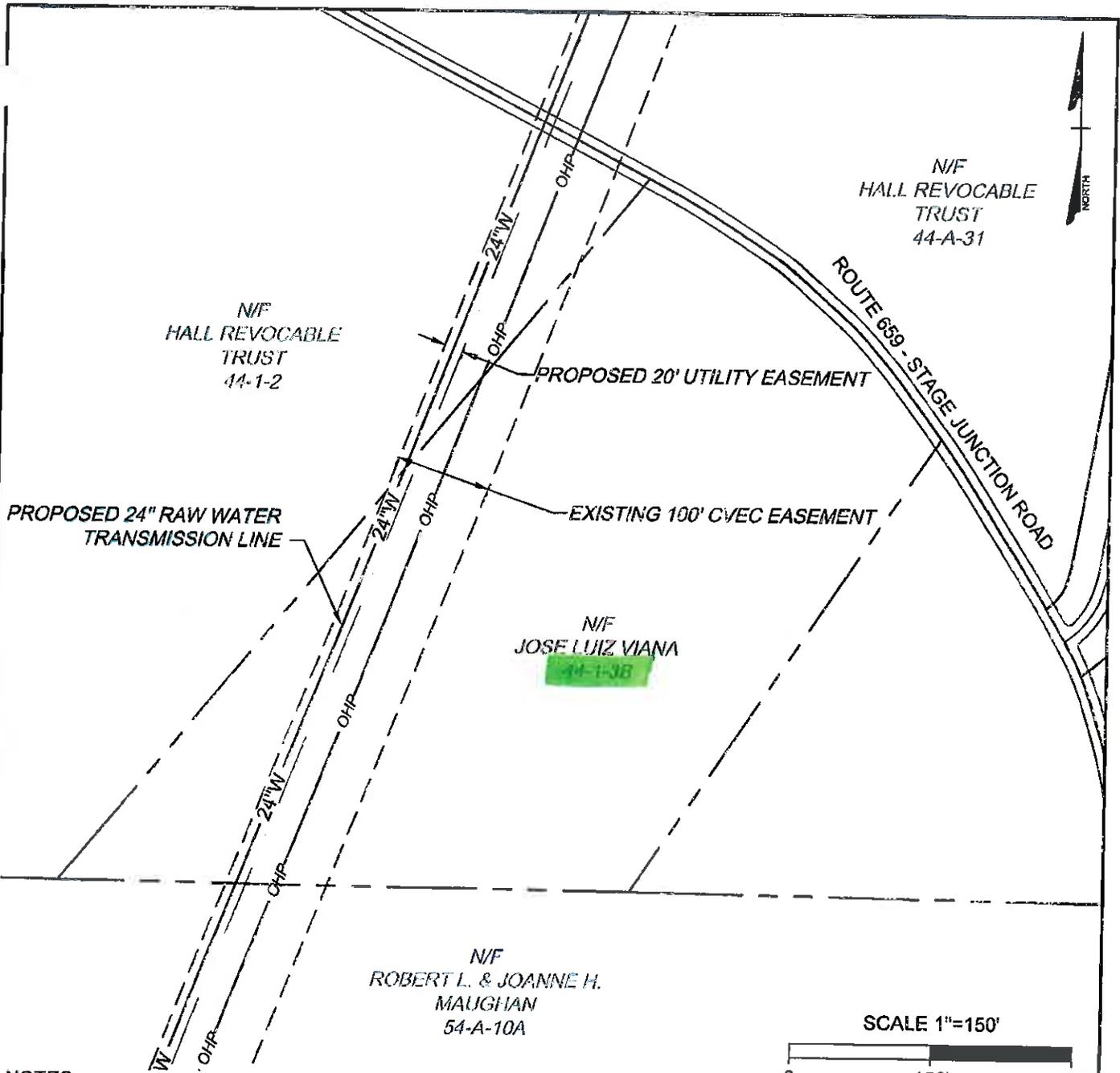
NOTES:

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-1-2**

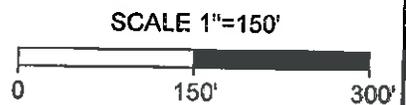
THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N. : 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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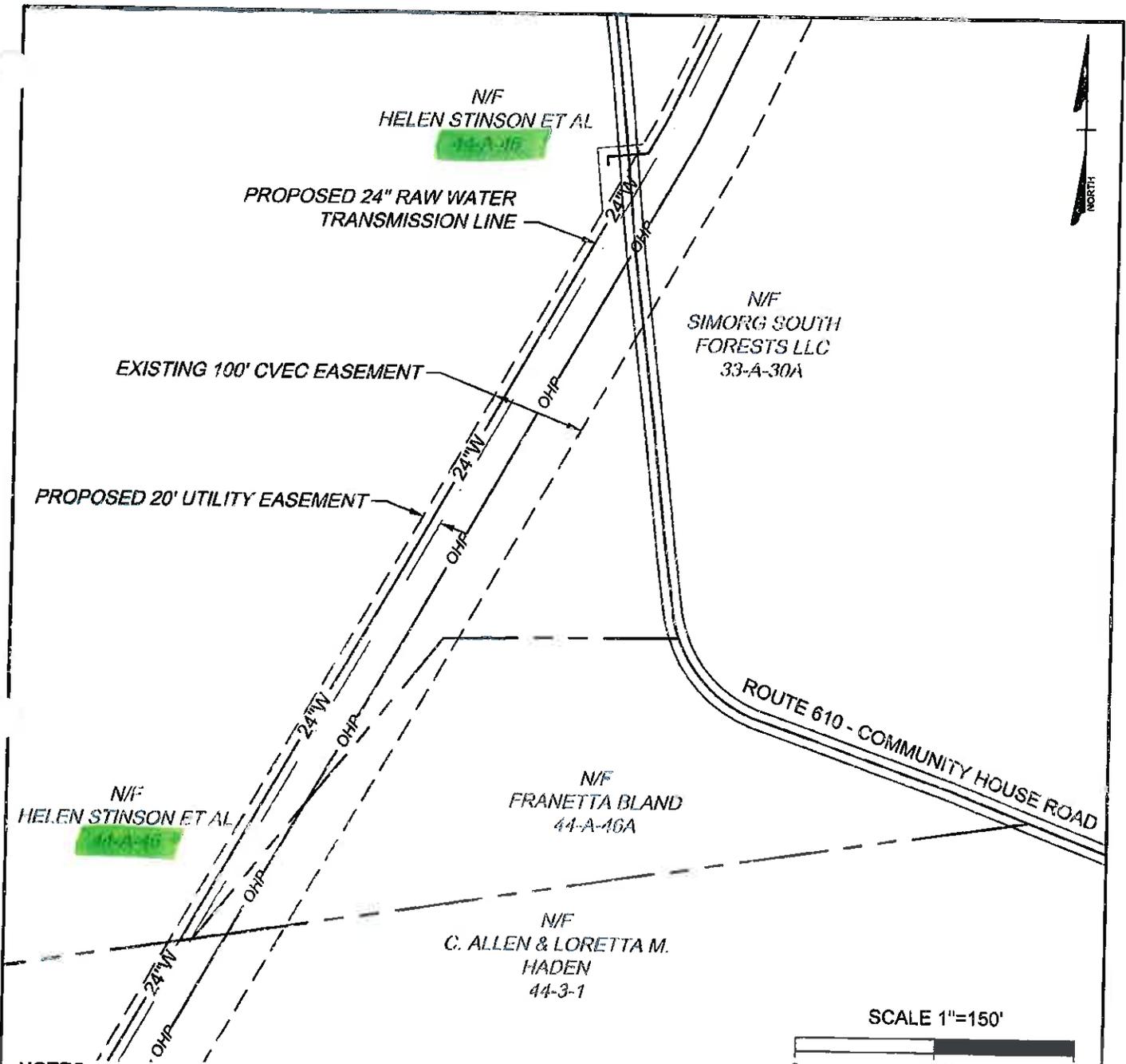
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-1-3B**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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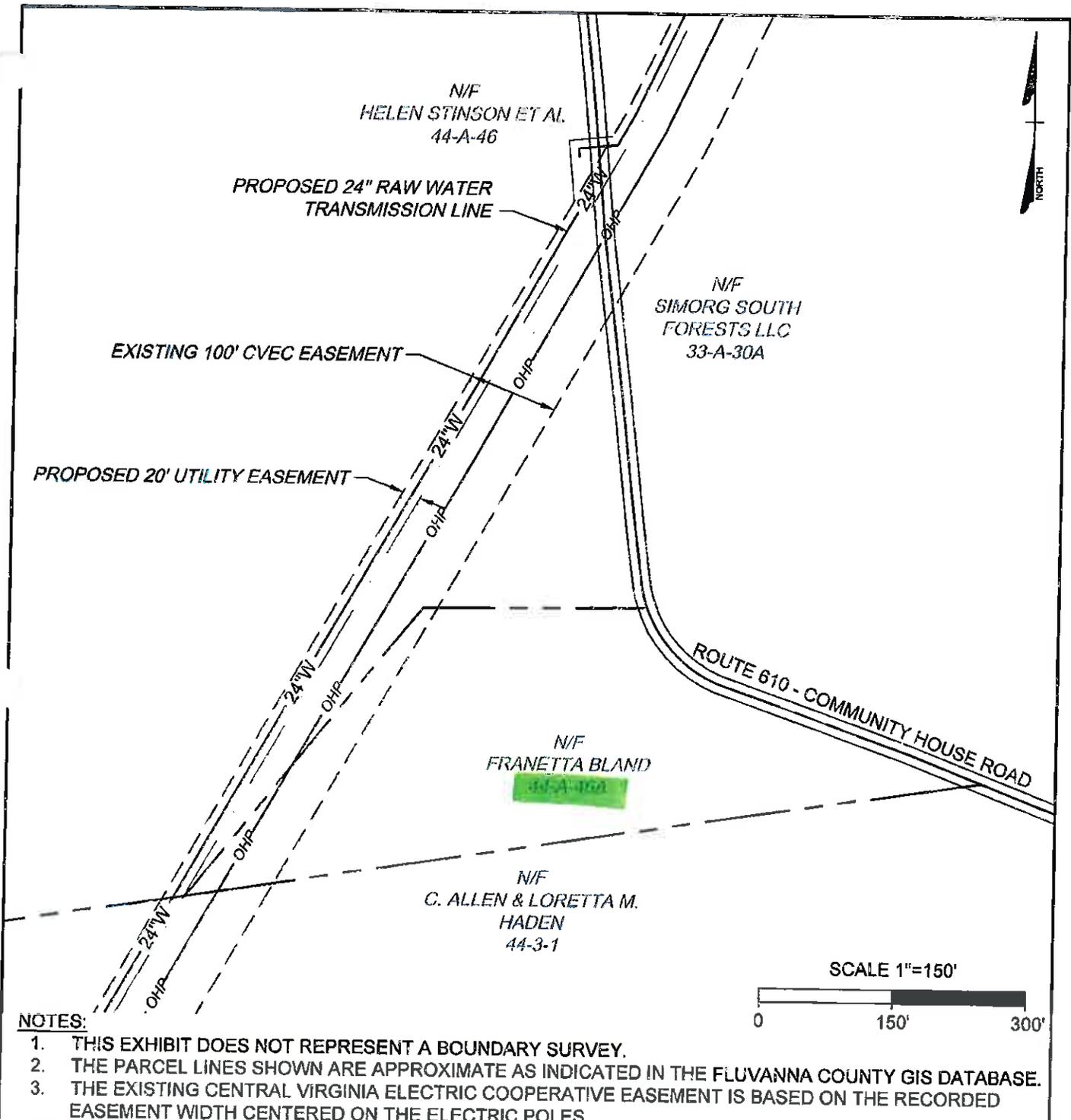
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-46**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
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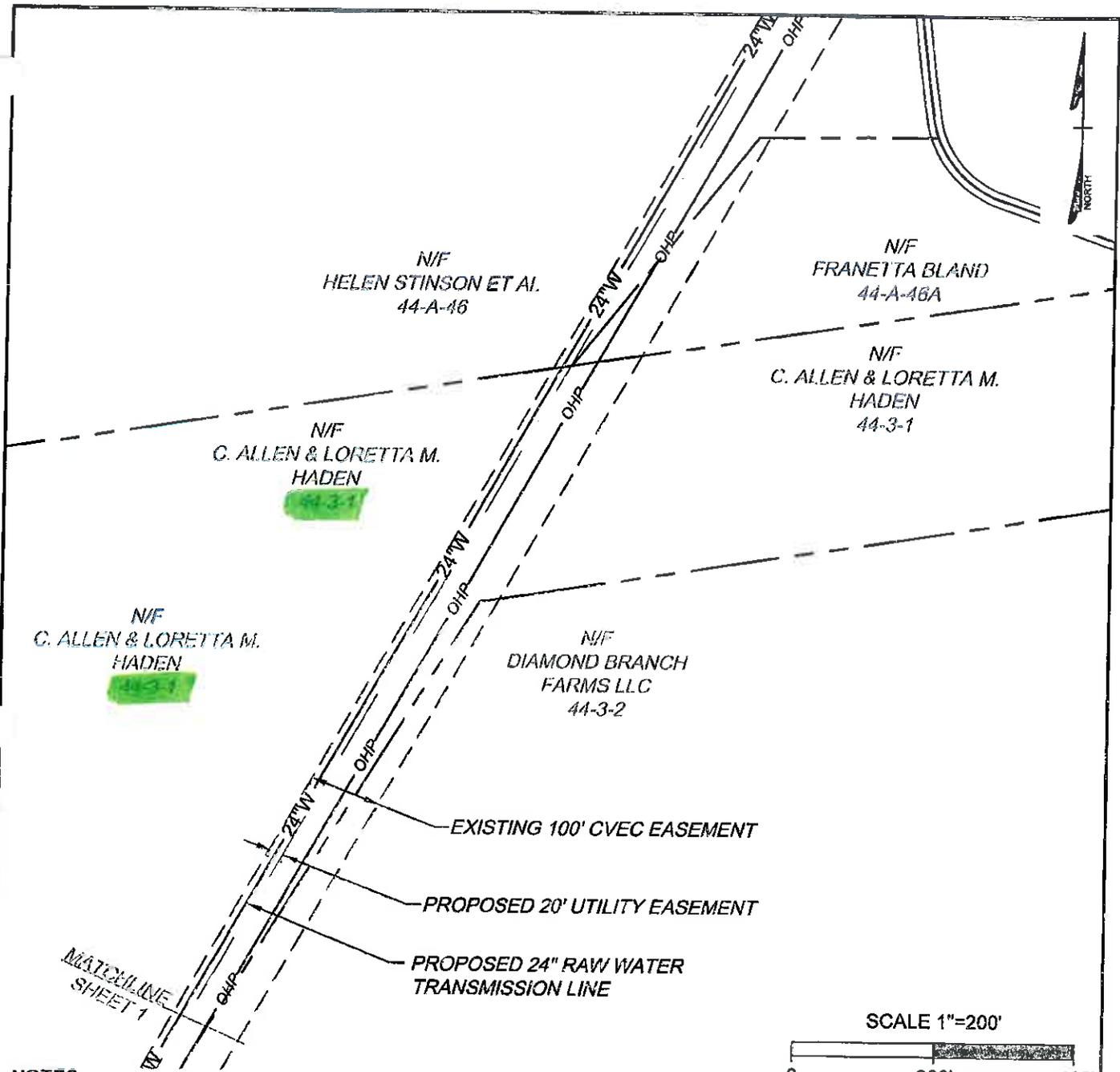
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-46A**

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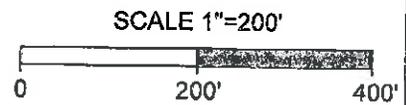
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





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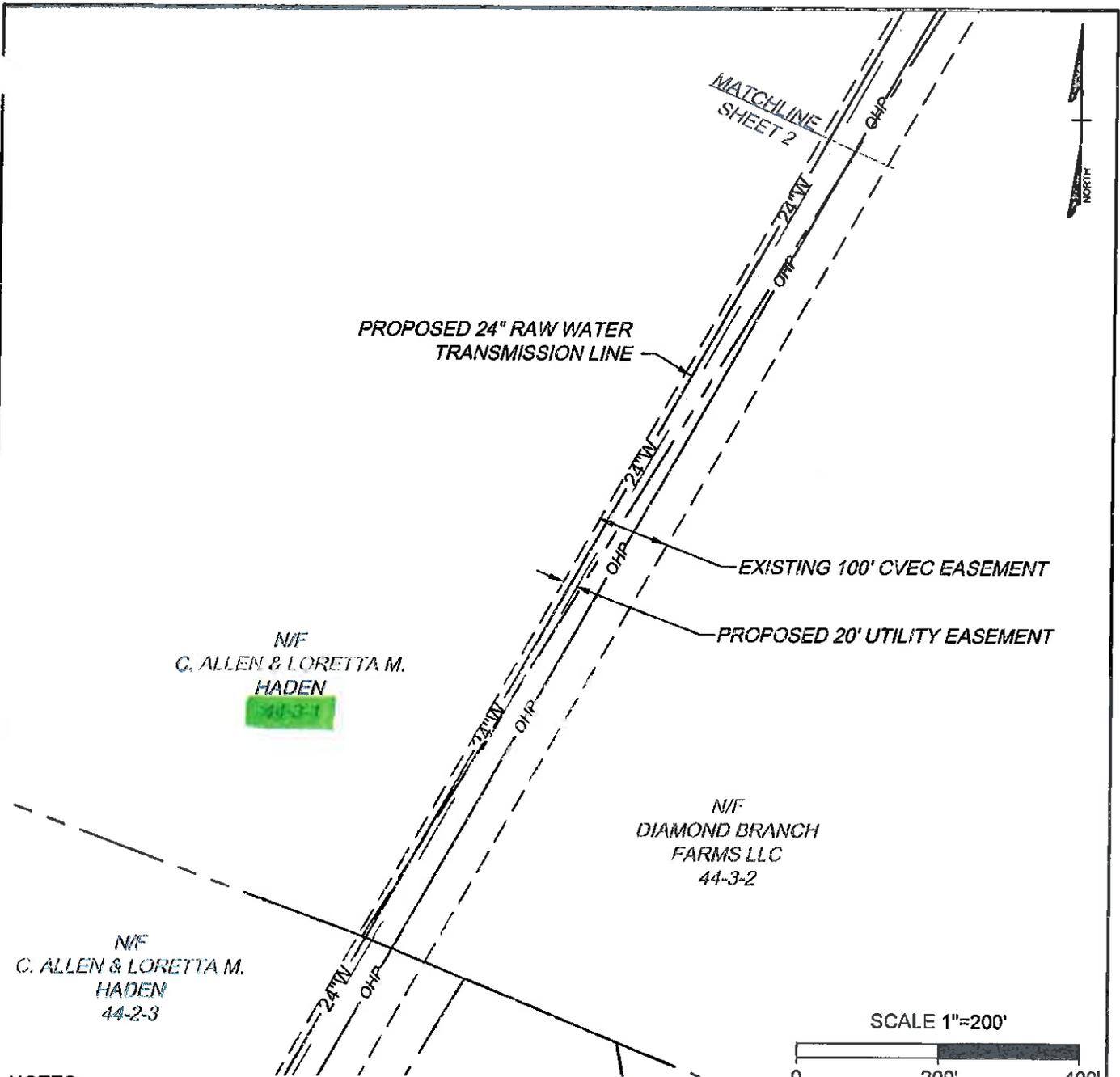
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-3-1**

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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 200'
Sheet 2 of 2	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





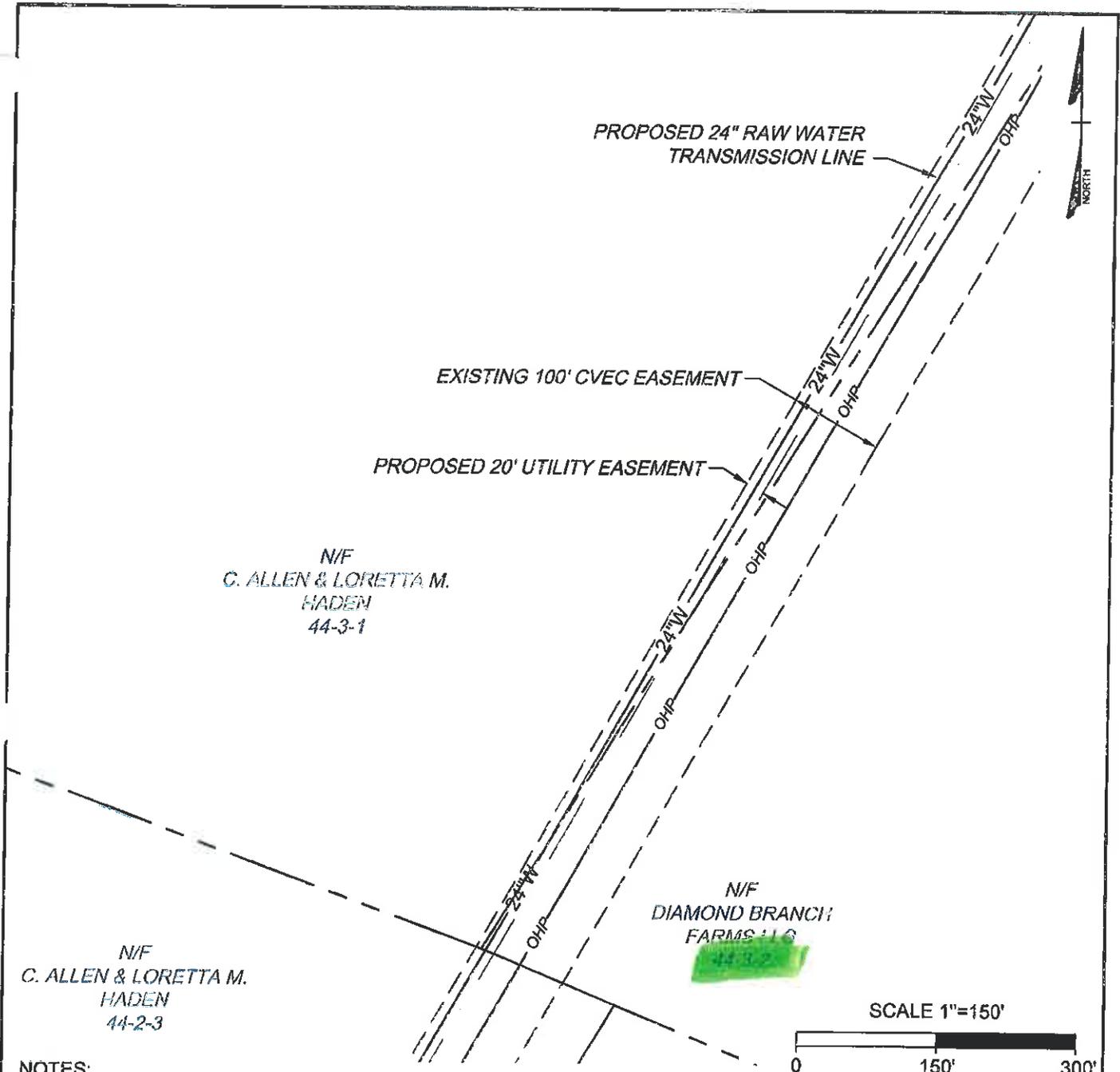
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-3-1**

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		Date: 06/11/2015	1" = 200'
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		Drawn by: J. ECK	Checked by: D. SAUNDERS





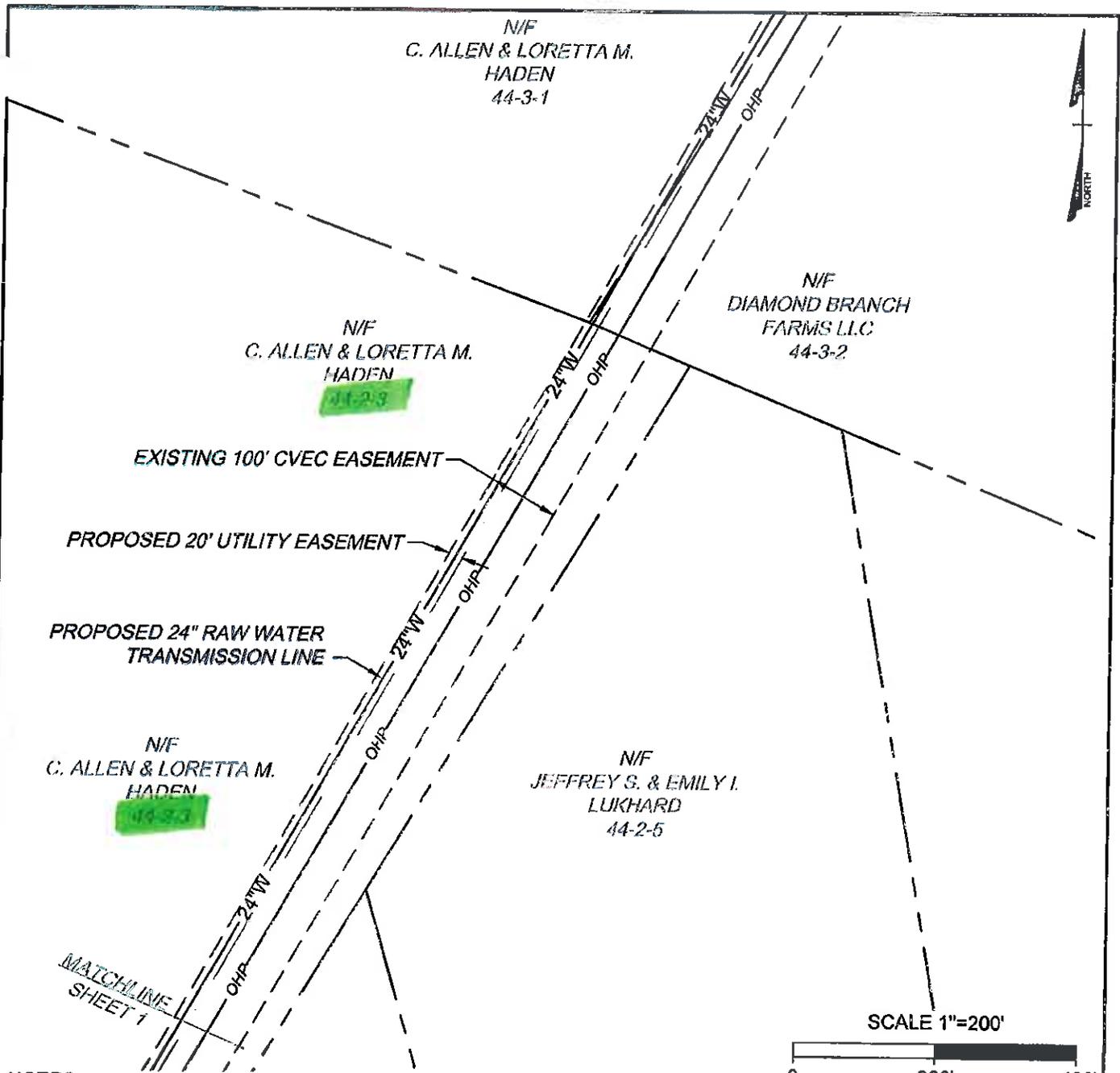
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-3-2**

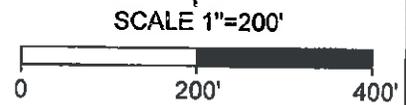
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		Date: 06/11/2015	1" = 150'
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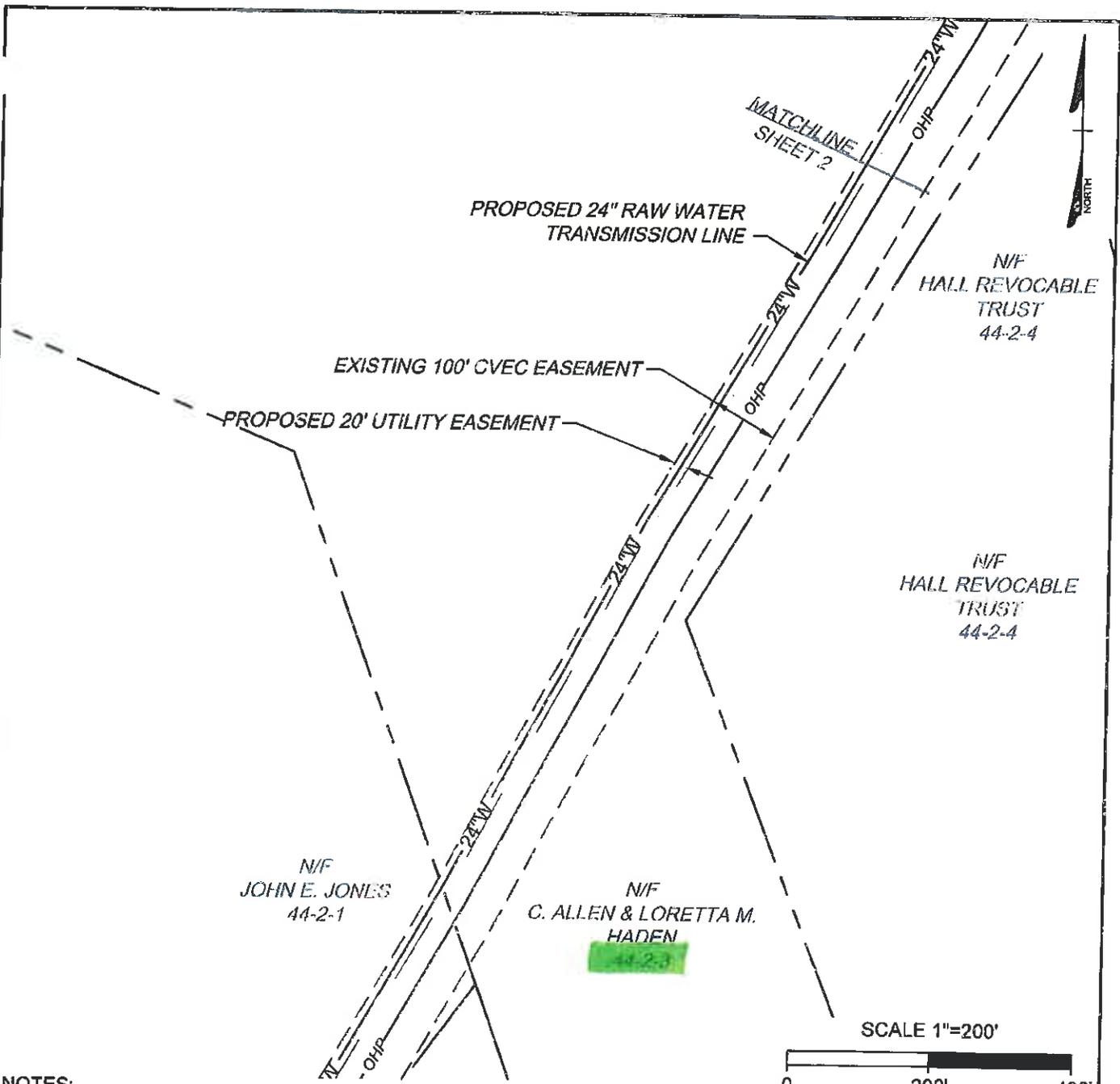
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-3**

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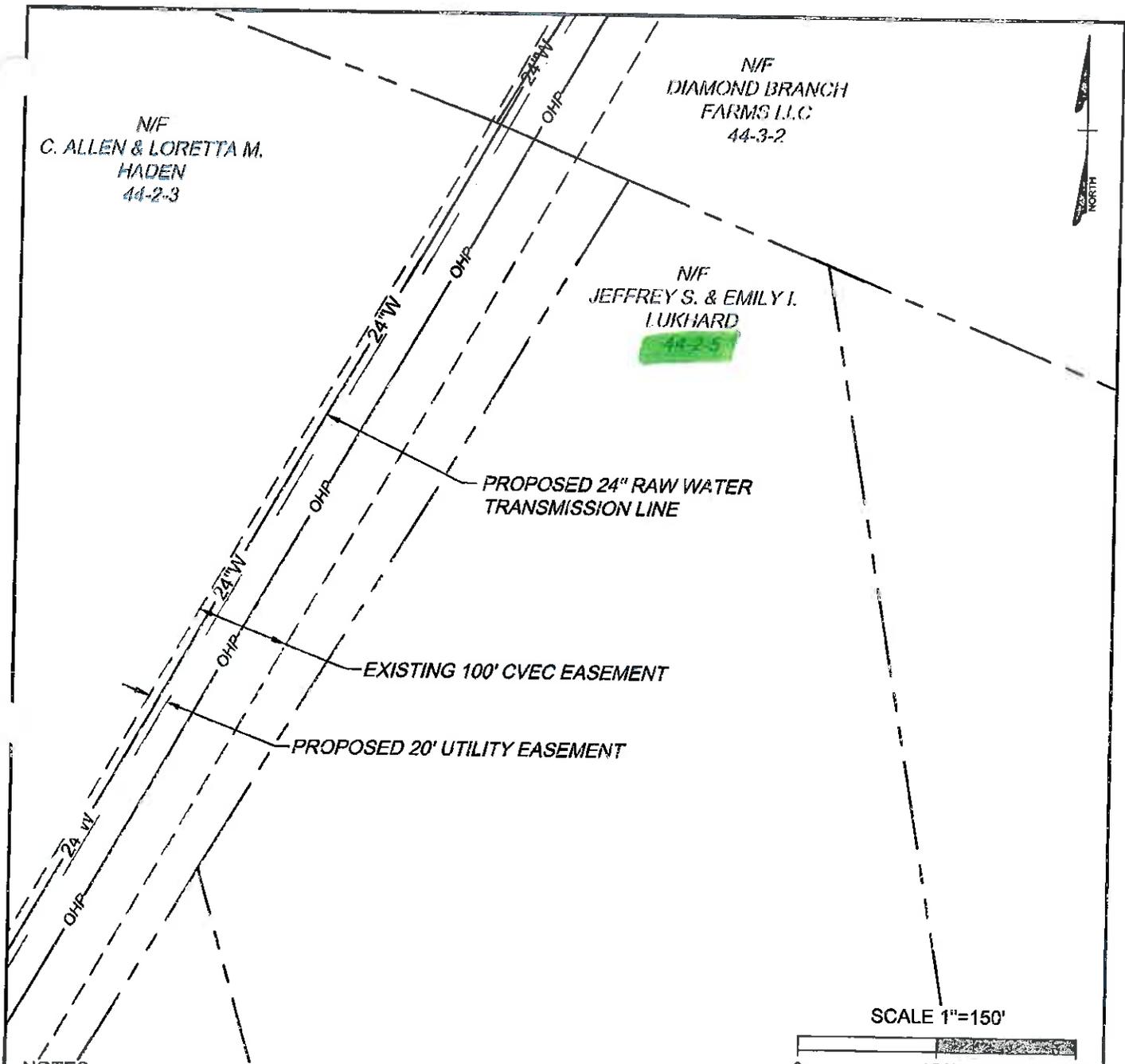
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-3**

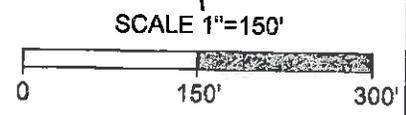
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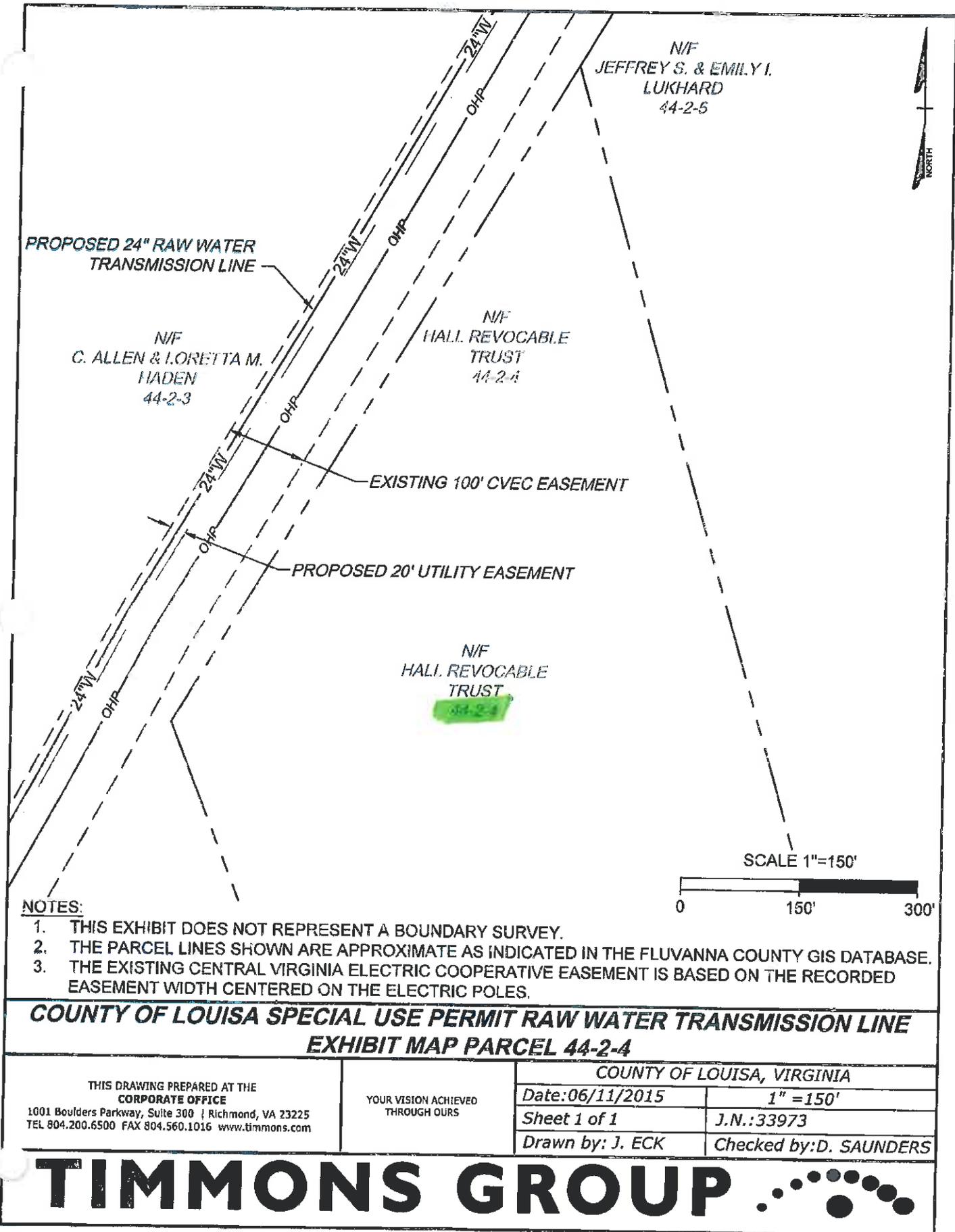
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-5**

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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-4**

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COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 150'

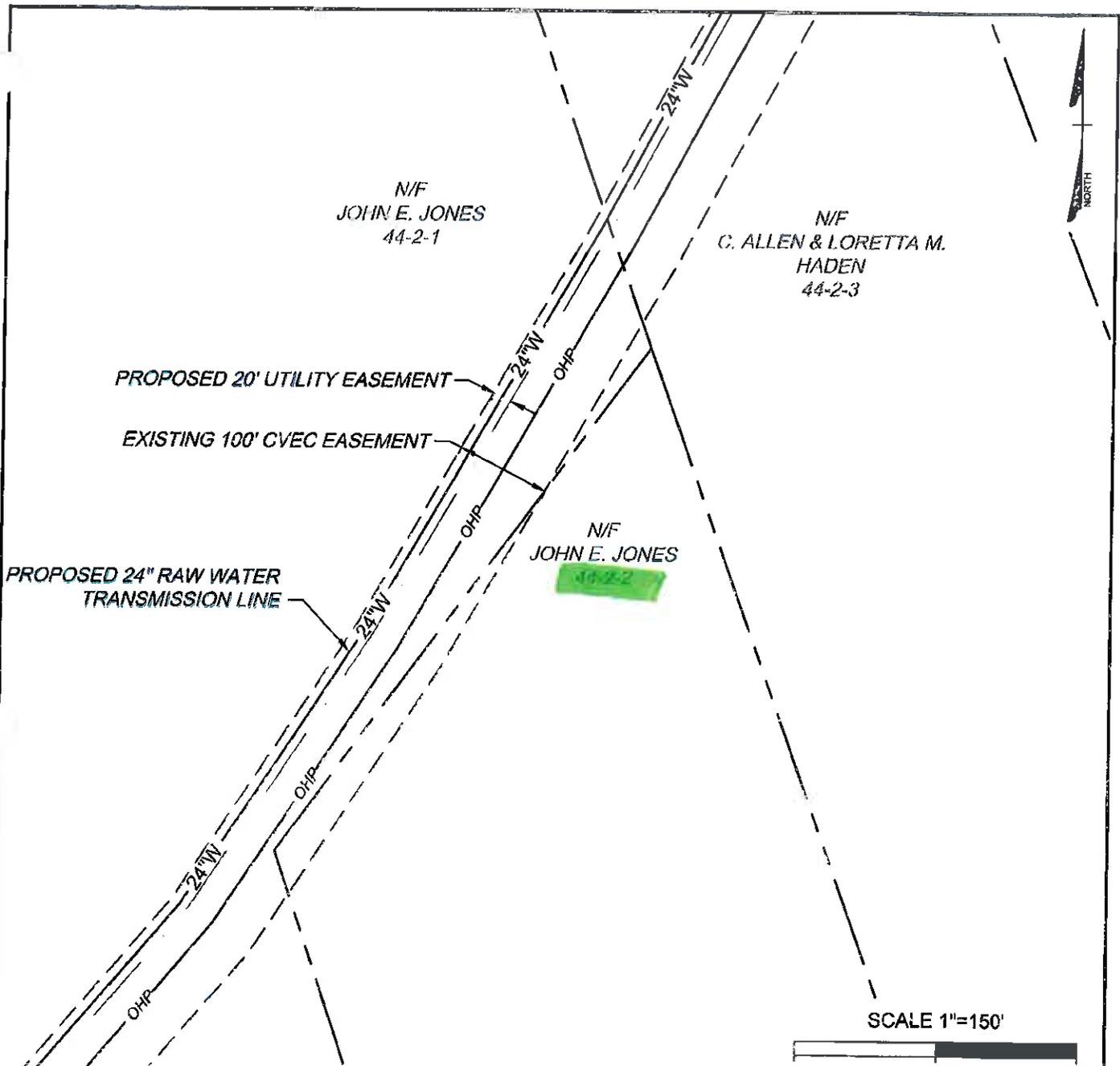
Sheet 1 of 1

J.N.: 33973

Drawn by: J. ECK

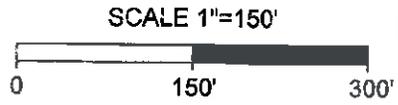
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NOTES:

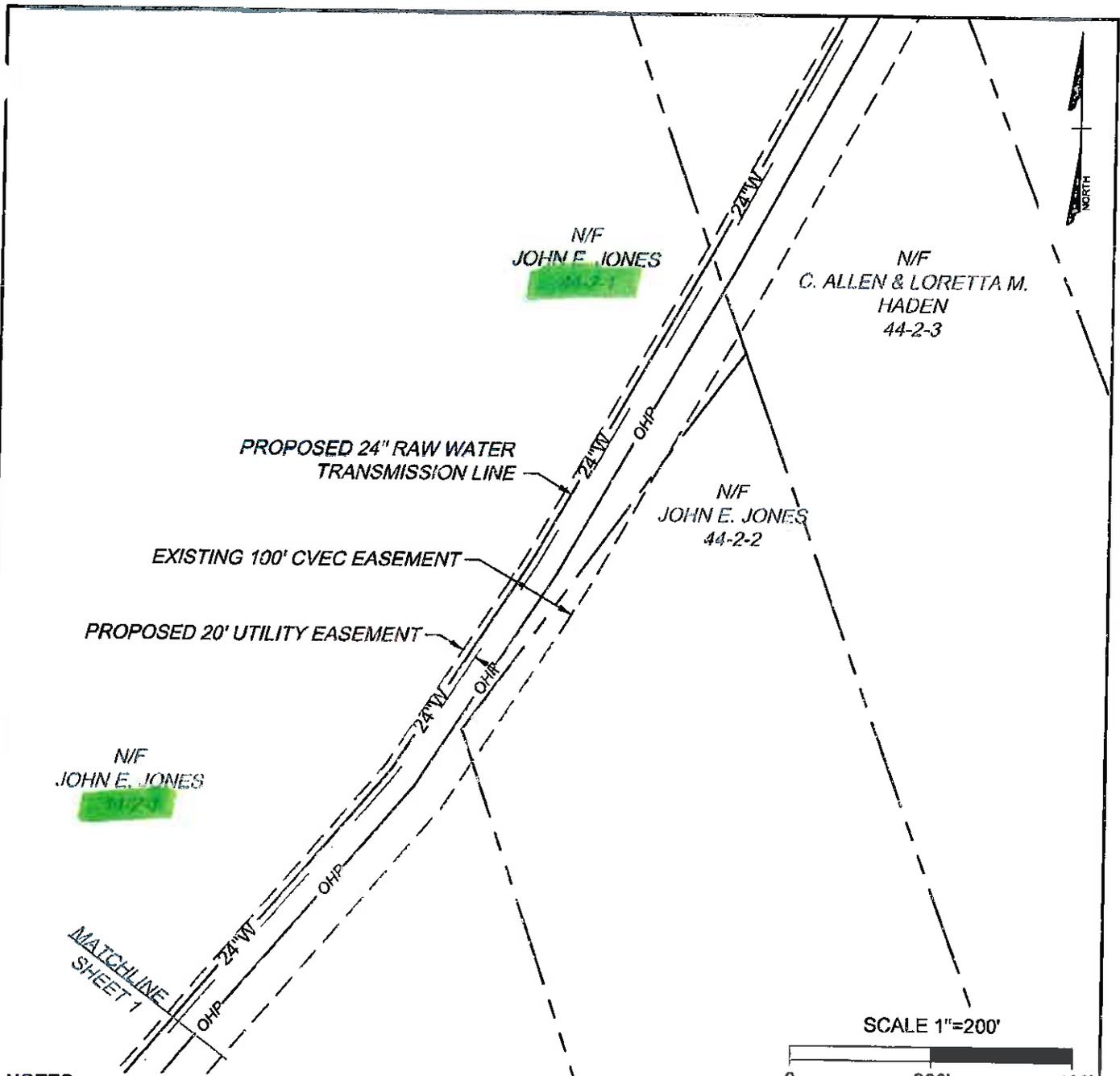
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-2**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





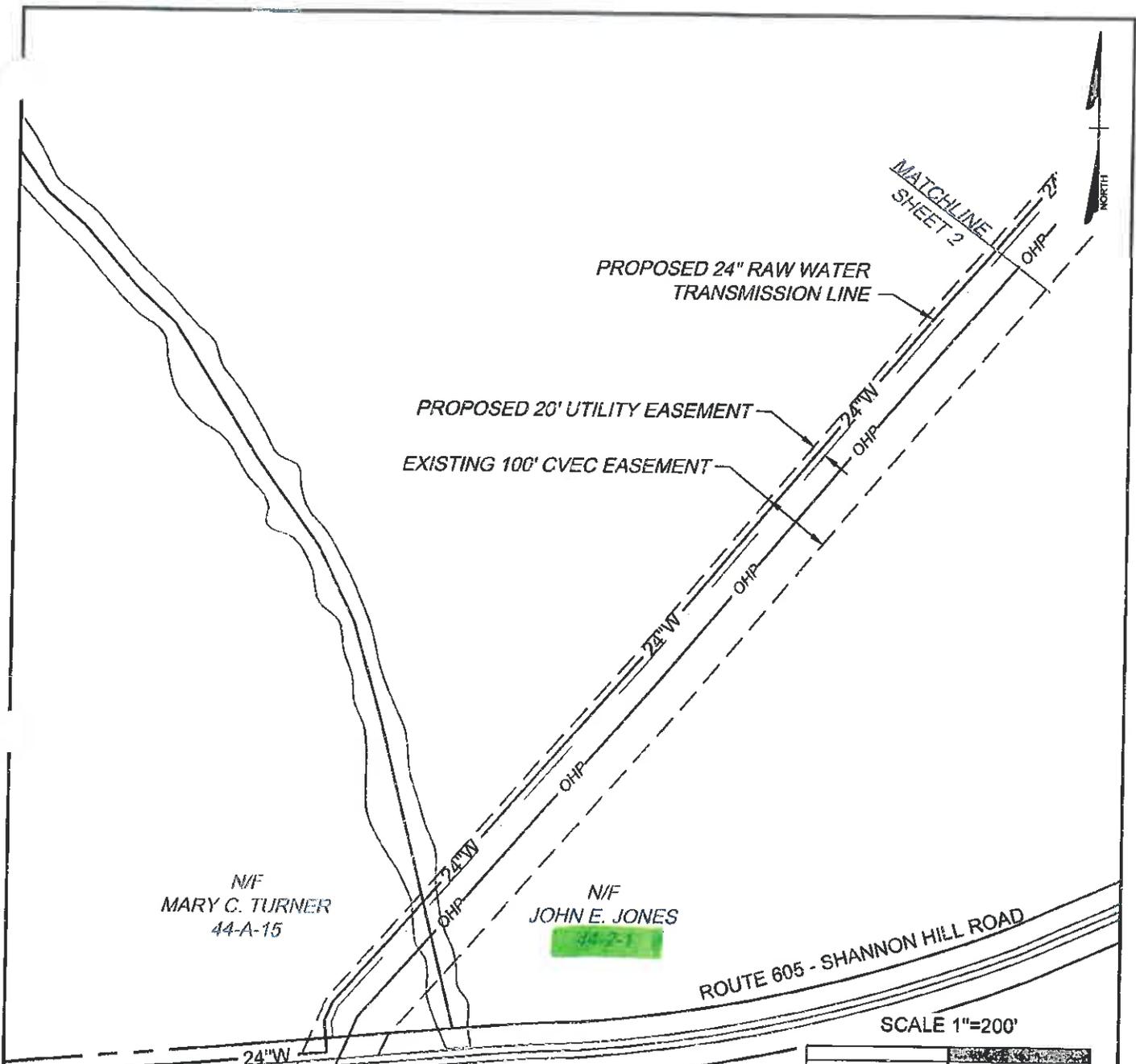
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-1**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-2-1**

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Date: 06/11/2015

1" = 200'

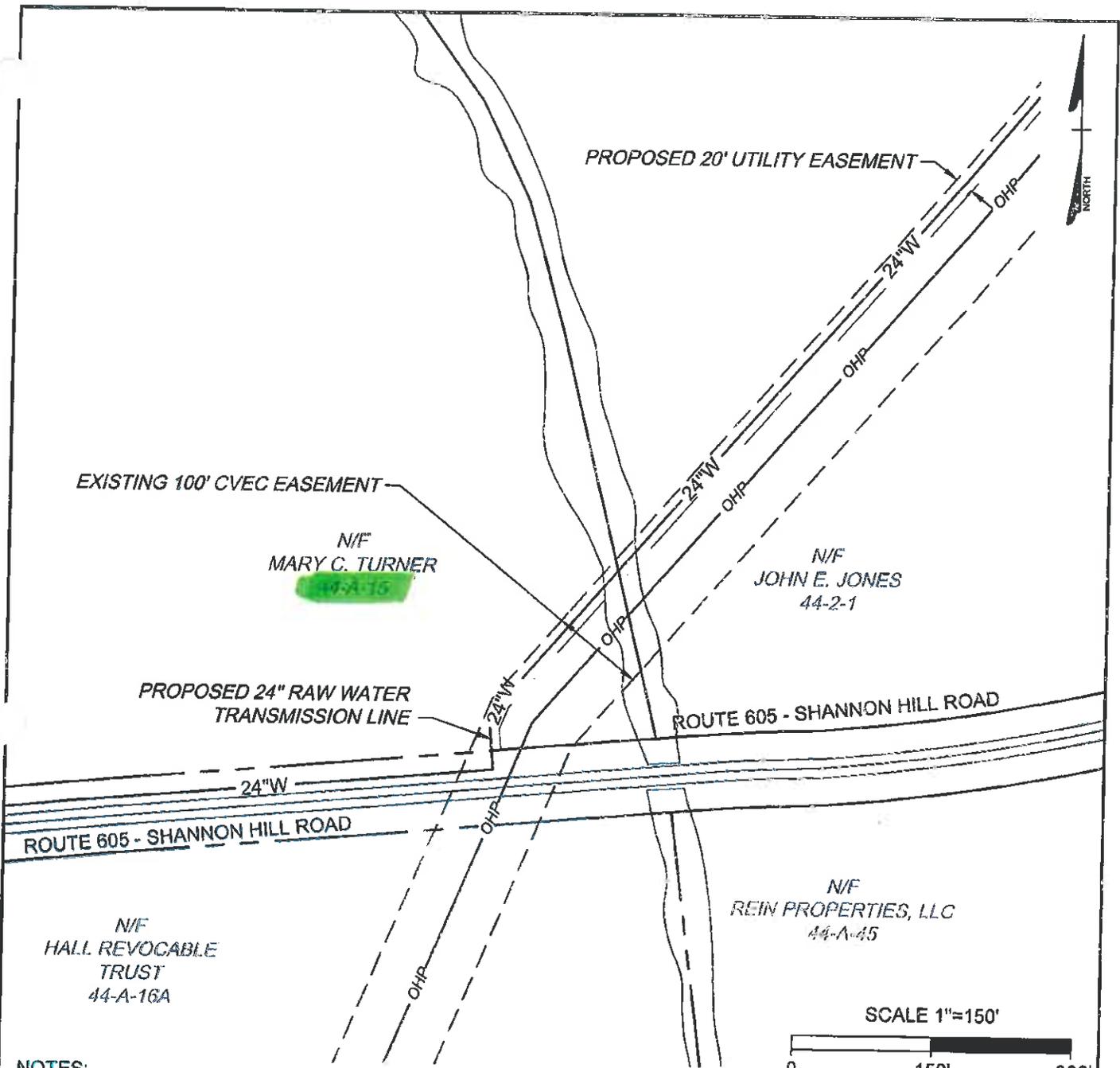
Sheet 1 of 2

J.N.: 33973

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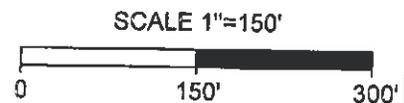
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-15**

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Date: 06/11/2015

1" = 150'

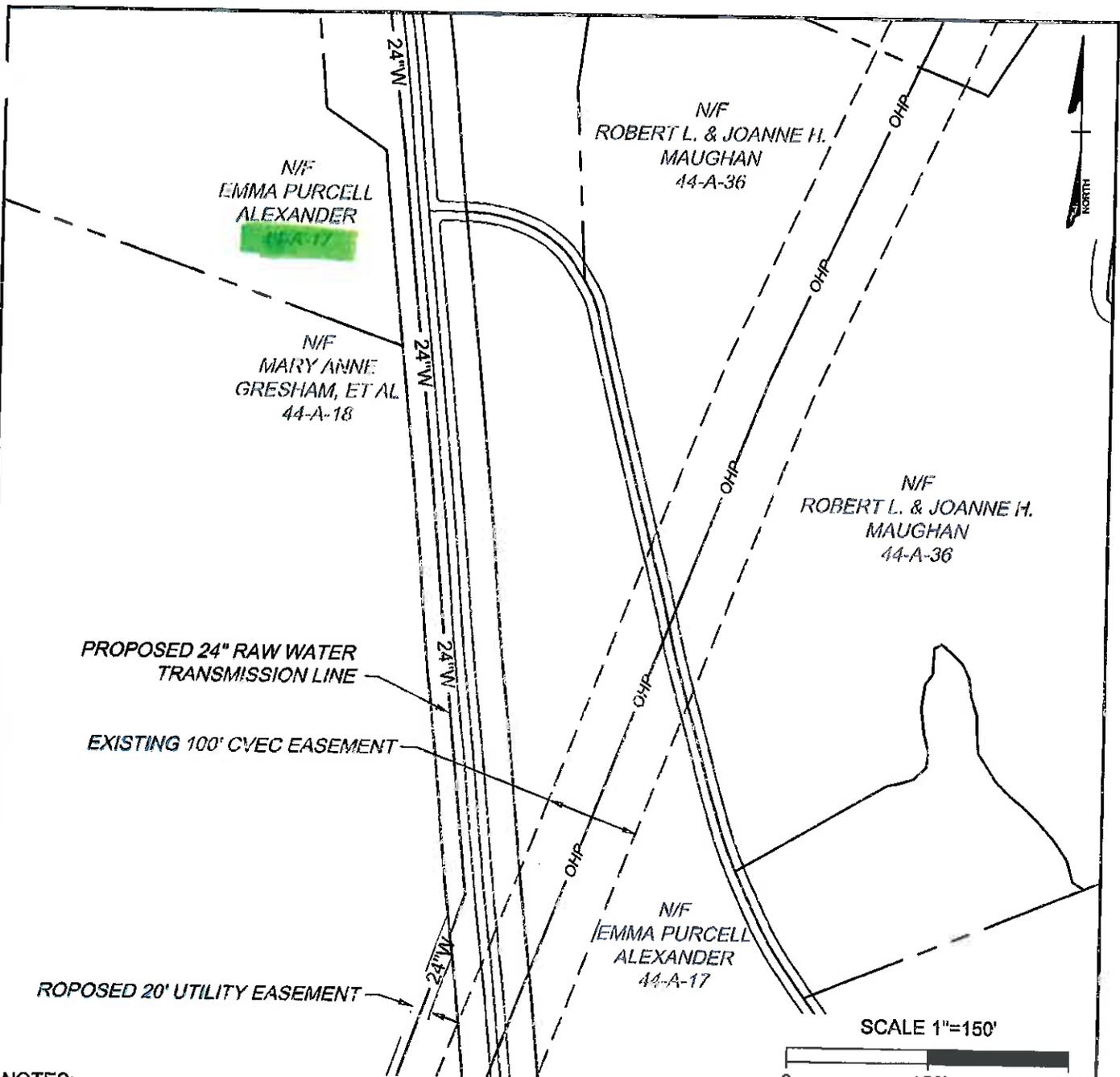
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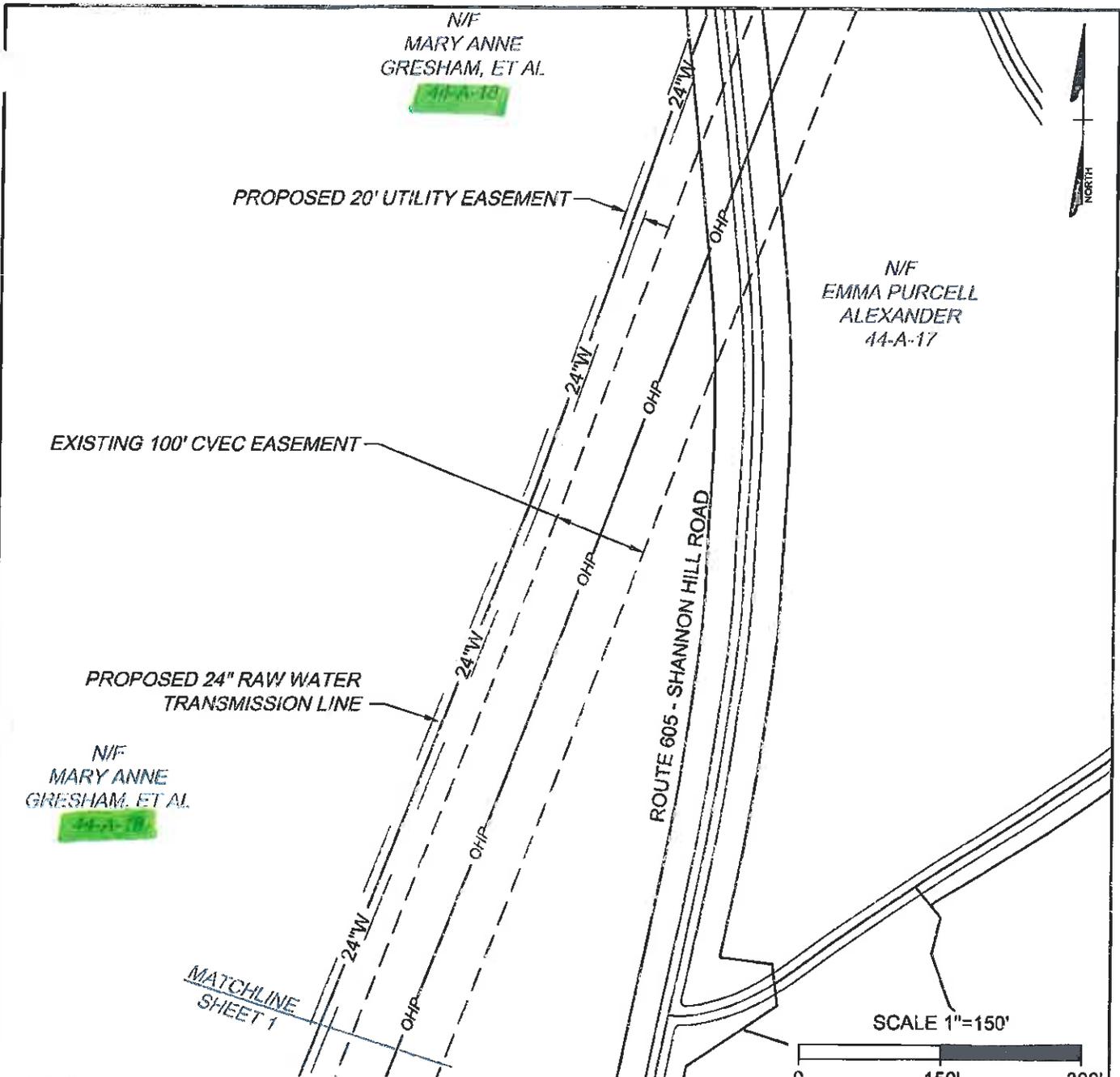
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-17**

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		Date: 06/11/2015	1" = 150'
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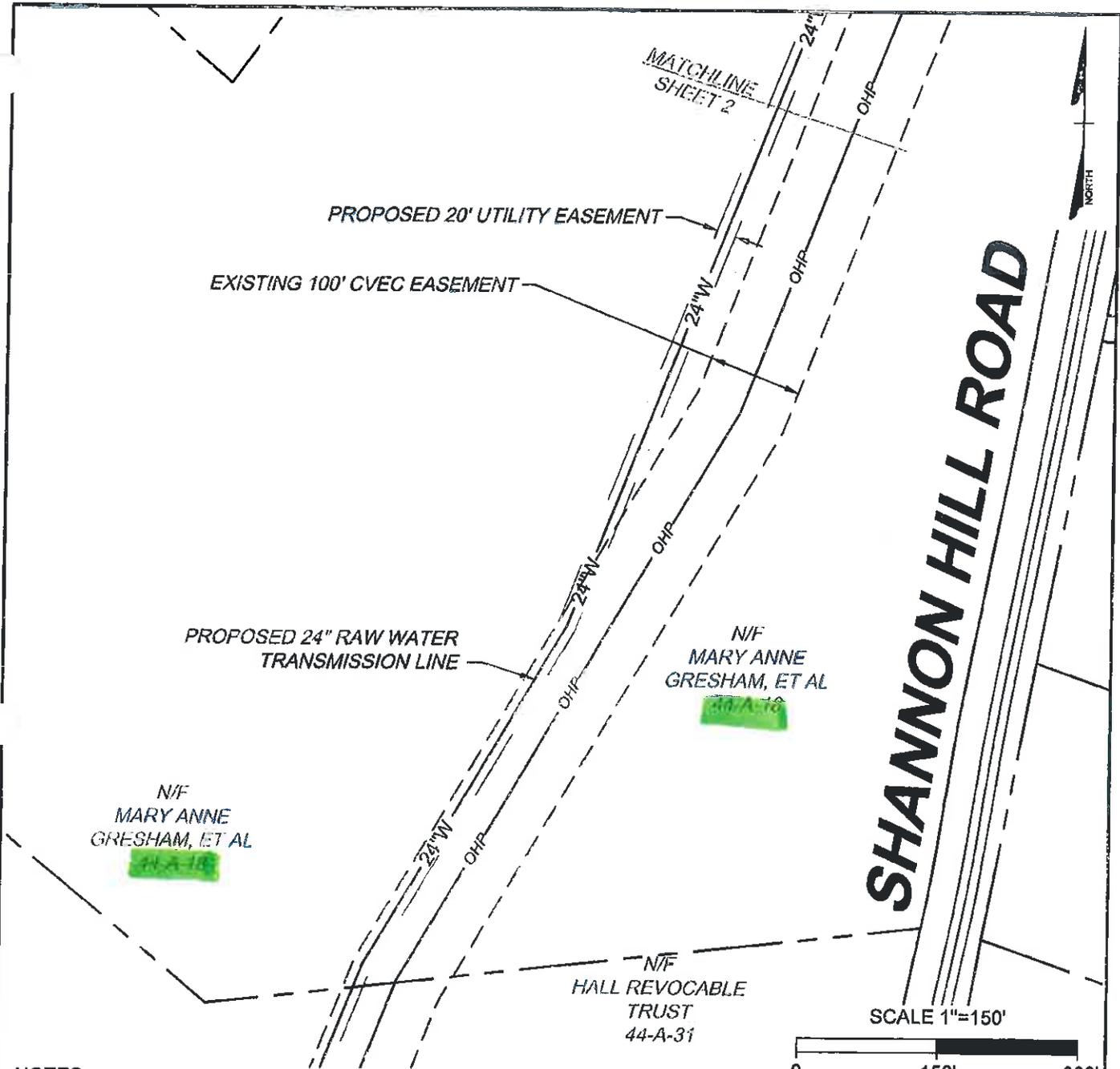
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-18**

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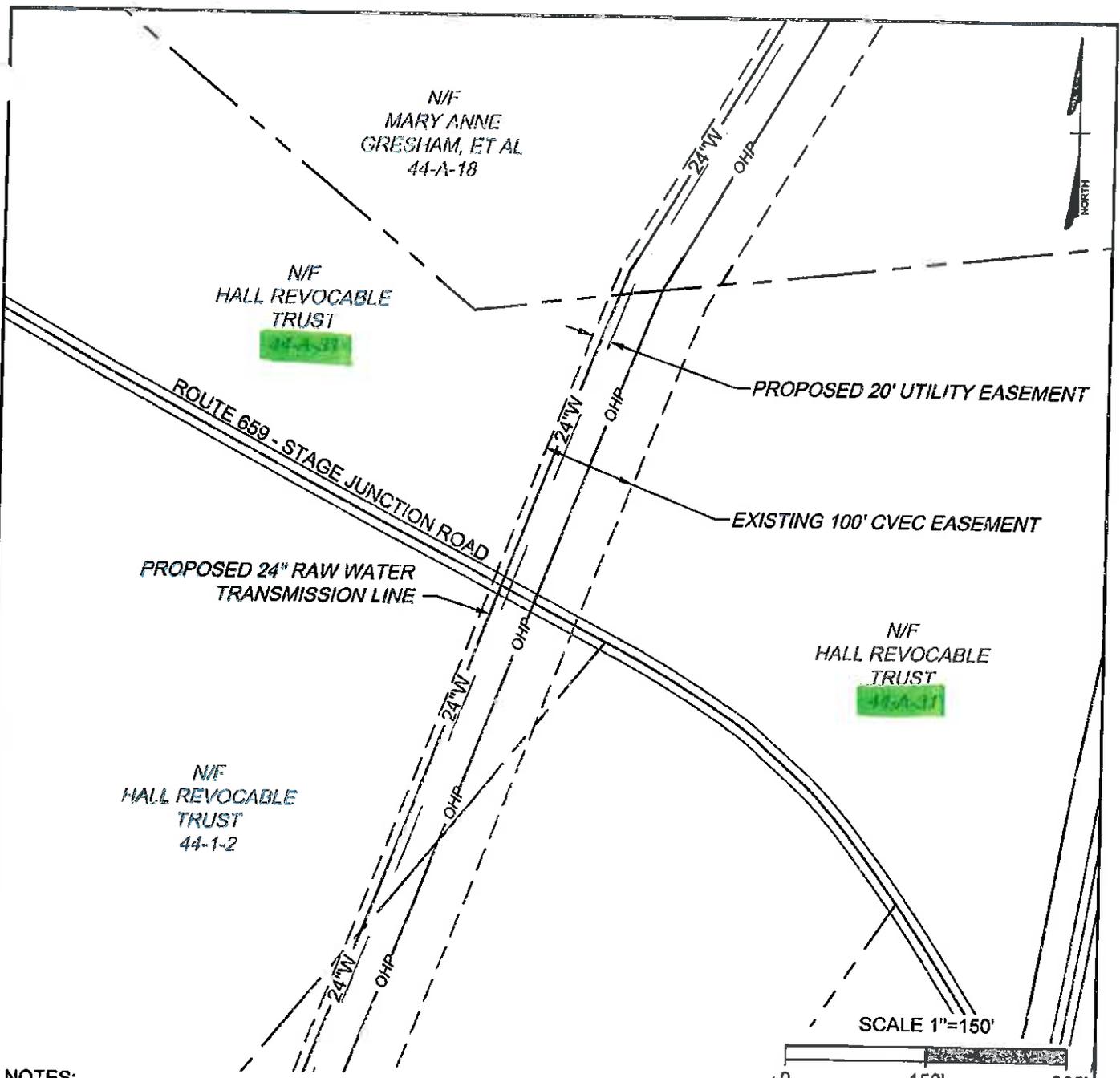
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-18**

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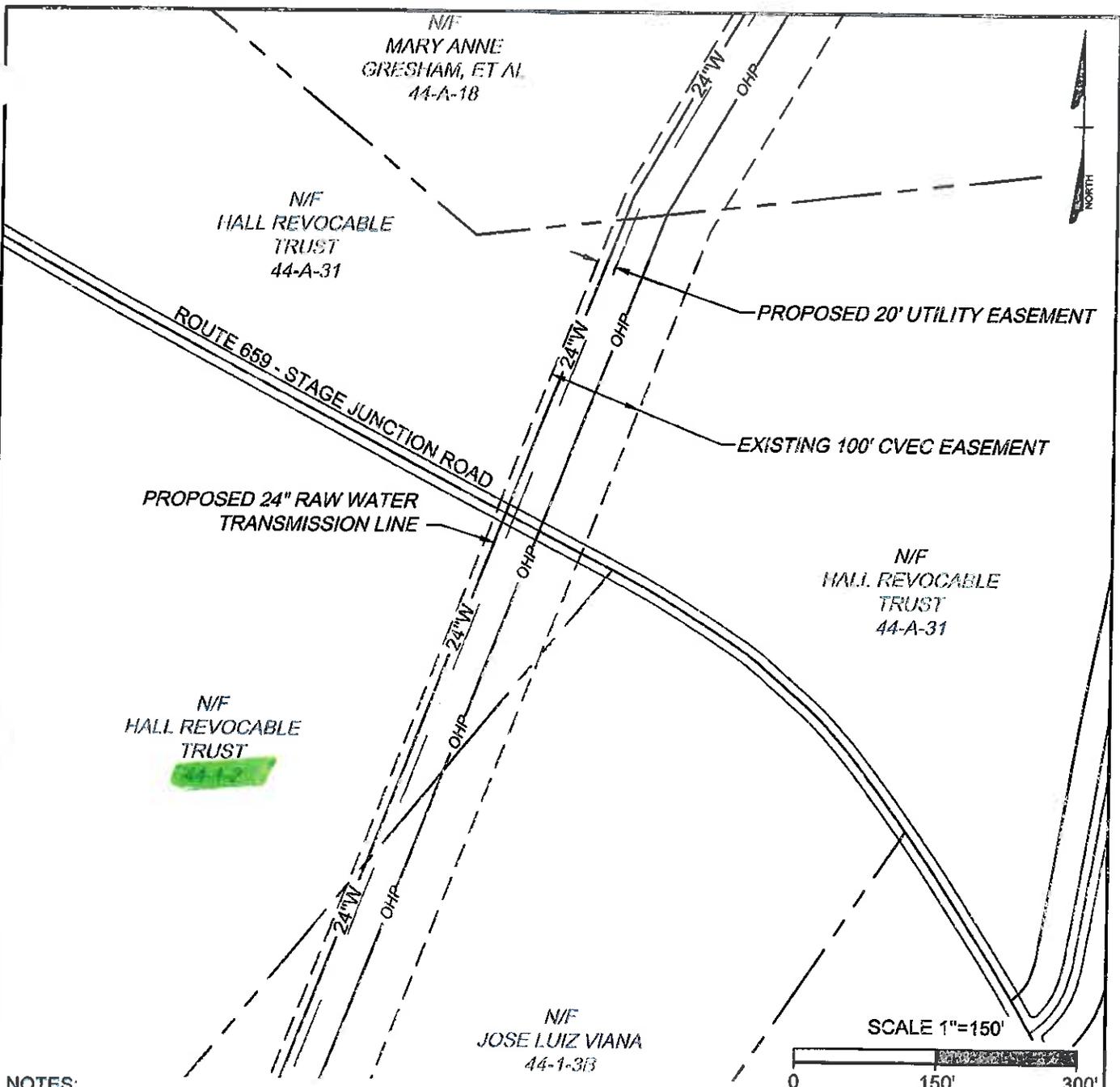
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-A-31**

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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
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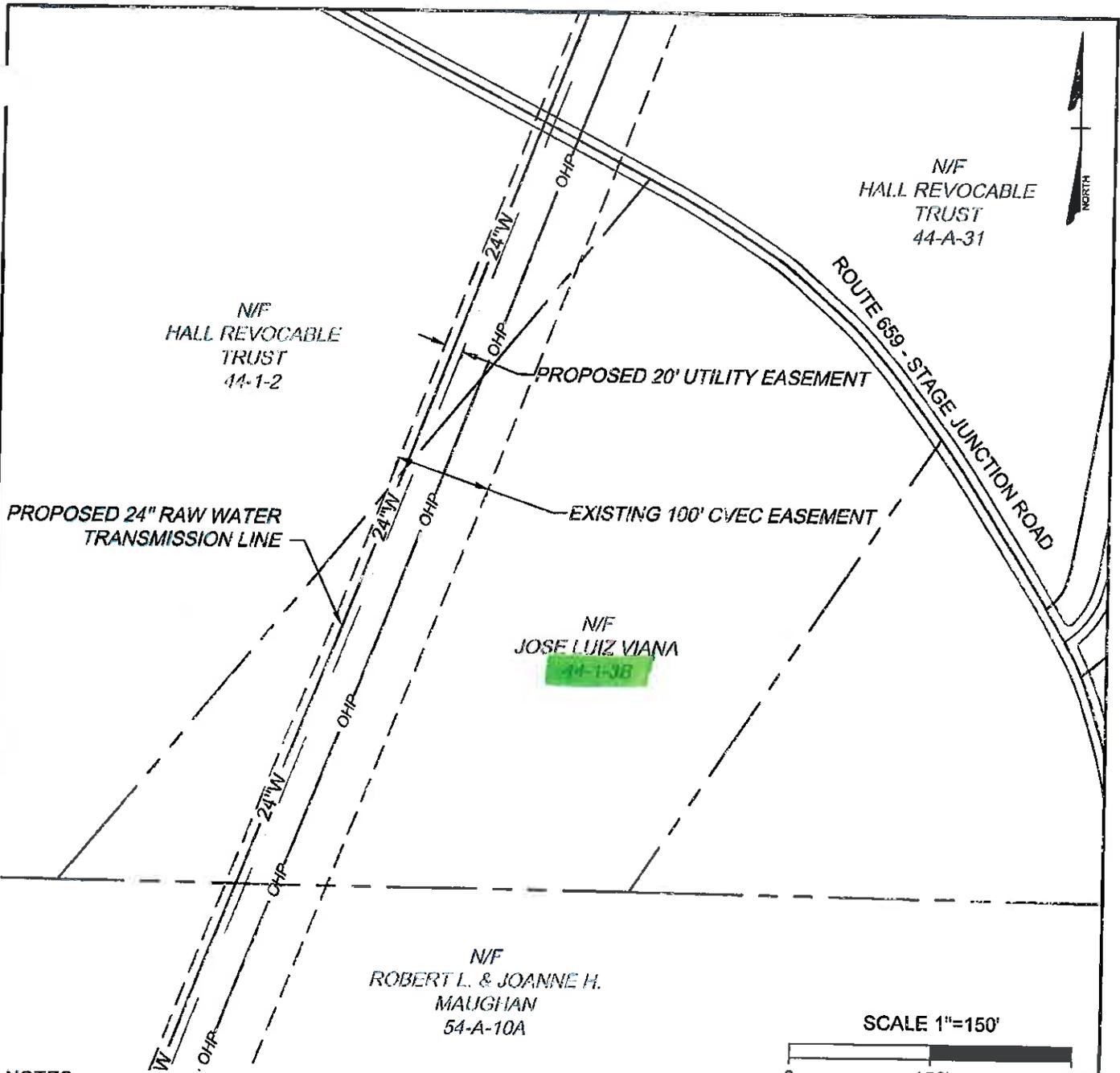
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-1-2**

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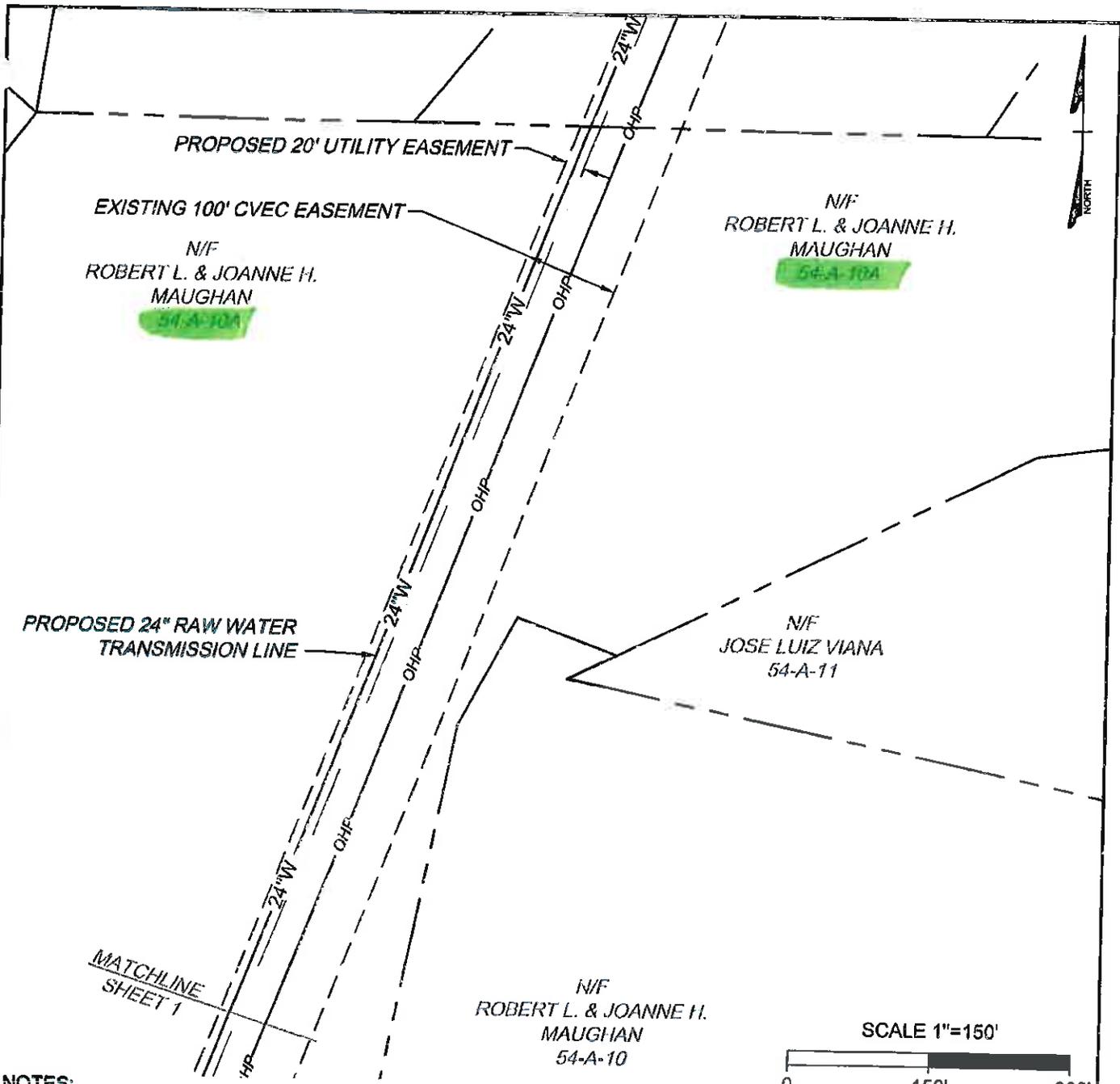
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2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
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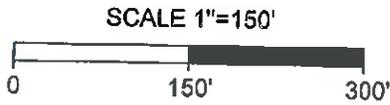
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 44-1-3B**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





- NOTES:**
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-A-10A**

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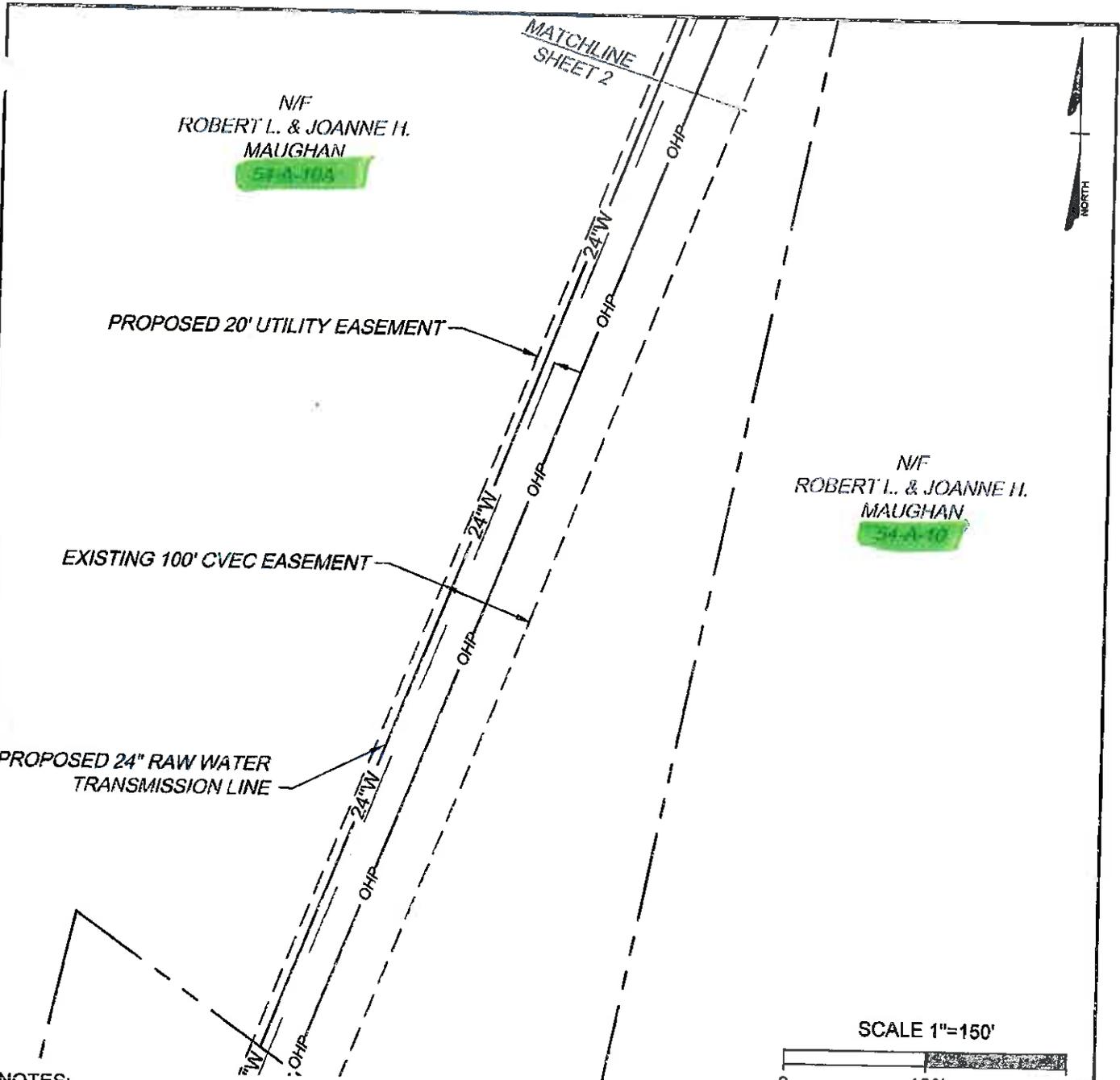
YOUR VISION ACHIEVED
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 2 of 2	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



Planning Dept.



NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-A-10A**

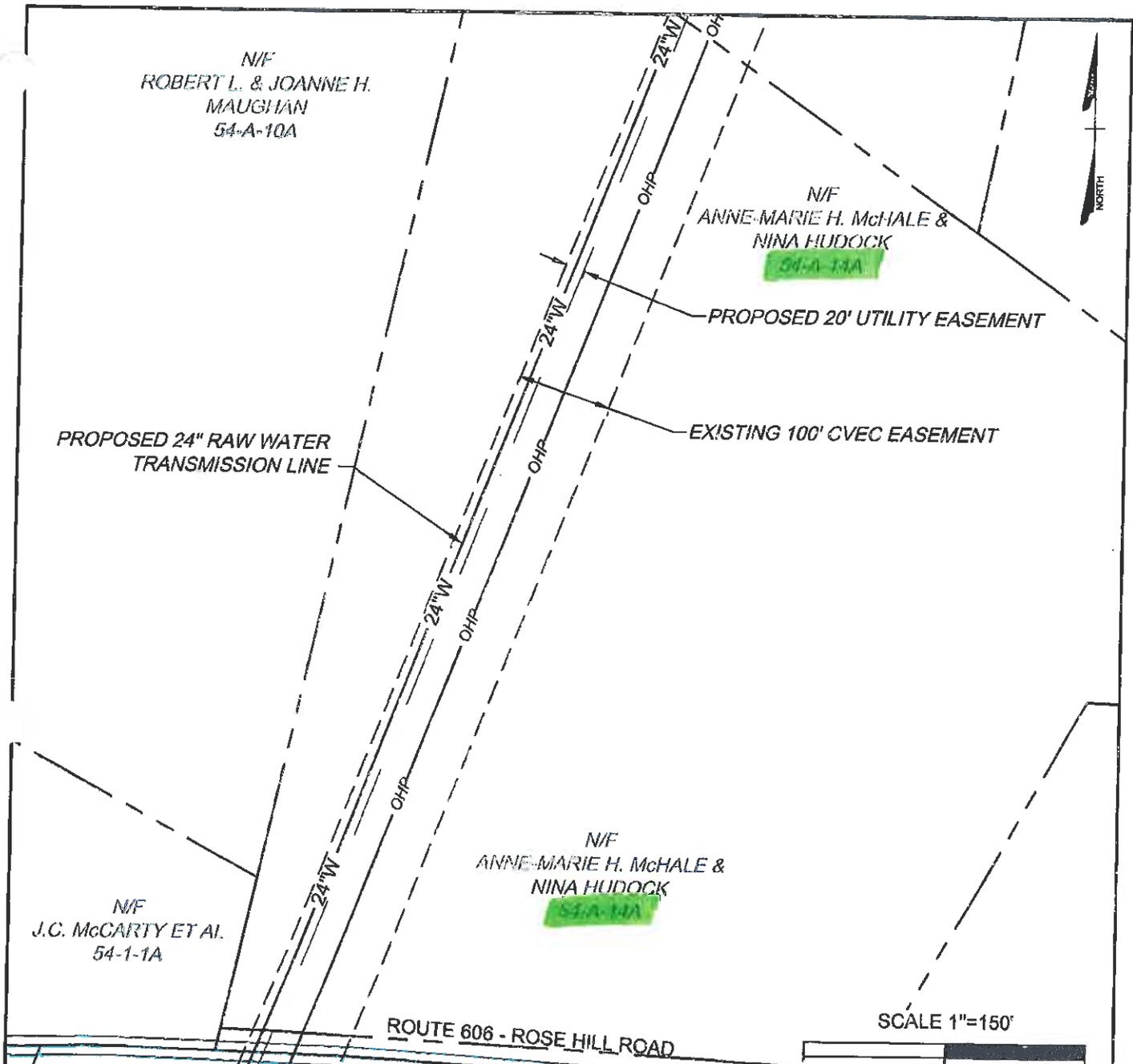
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YOUR VISION ACHIEVED
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015	1" = 150'
Sheet 1 of 2	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS

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NOTES:

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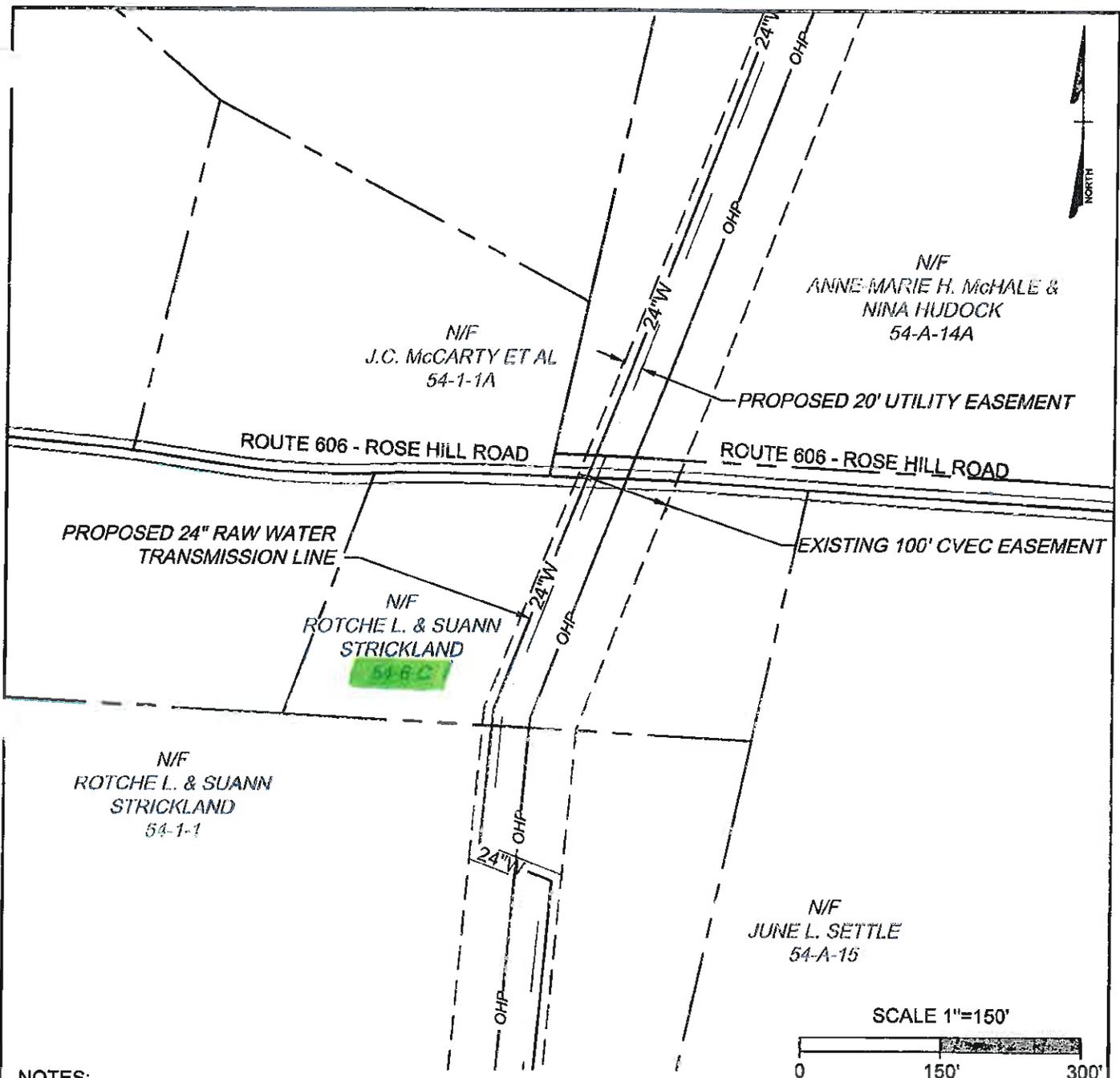
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-A-14A**

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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





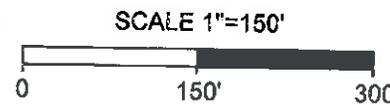
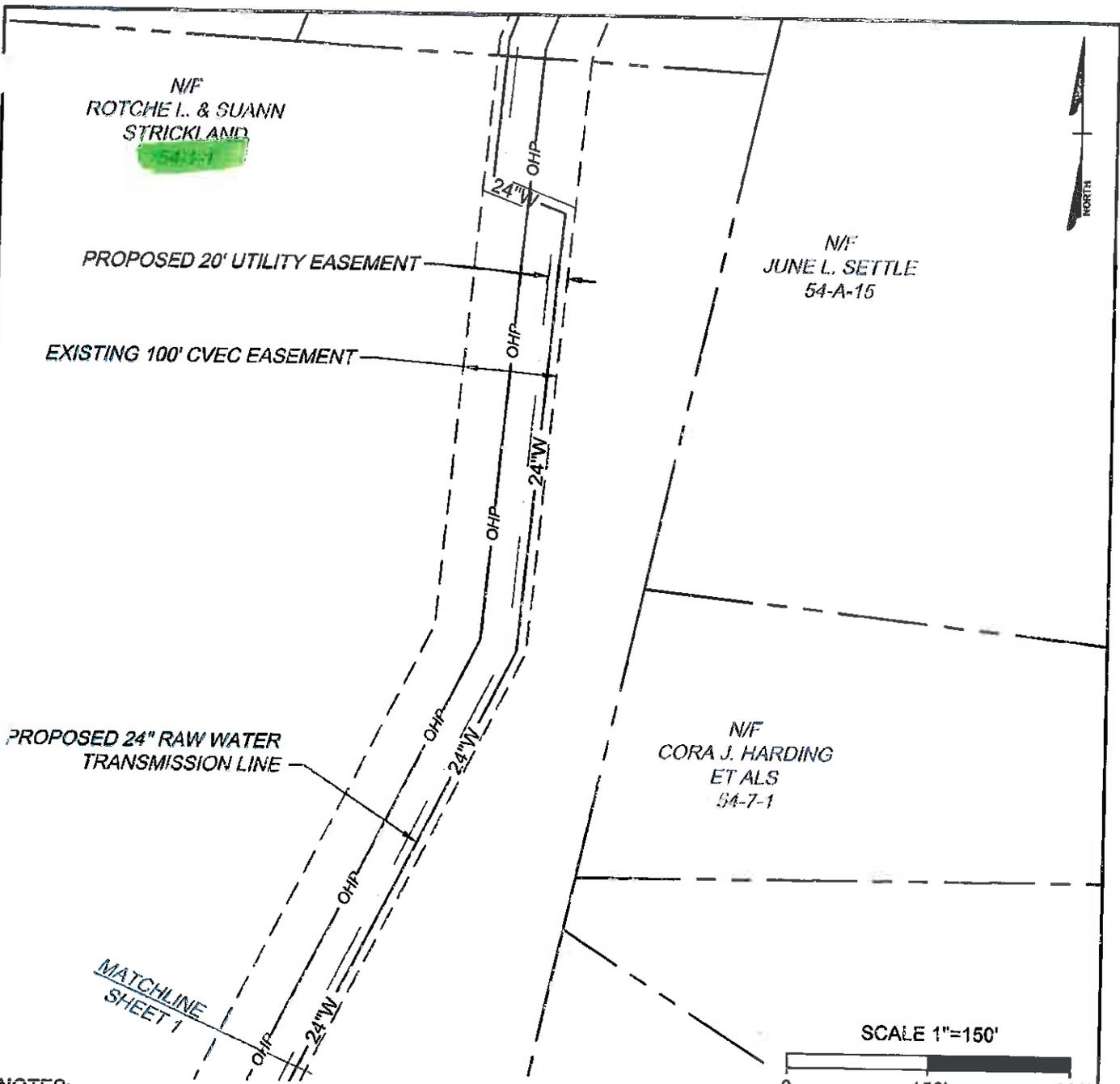
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-6-C**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





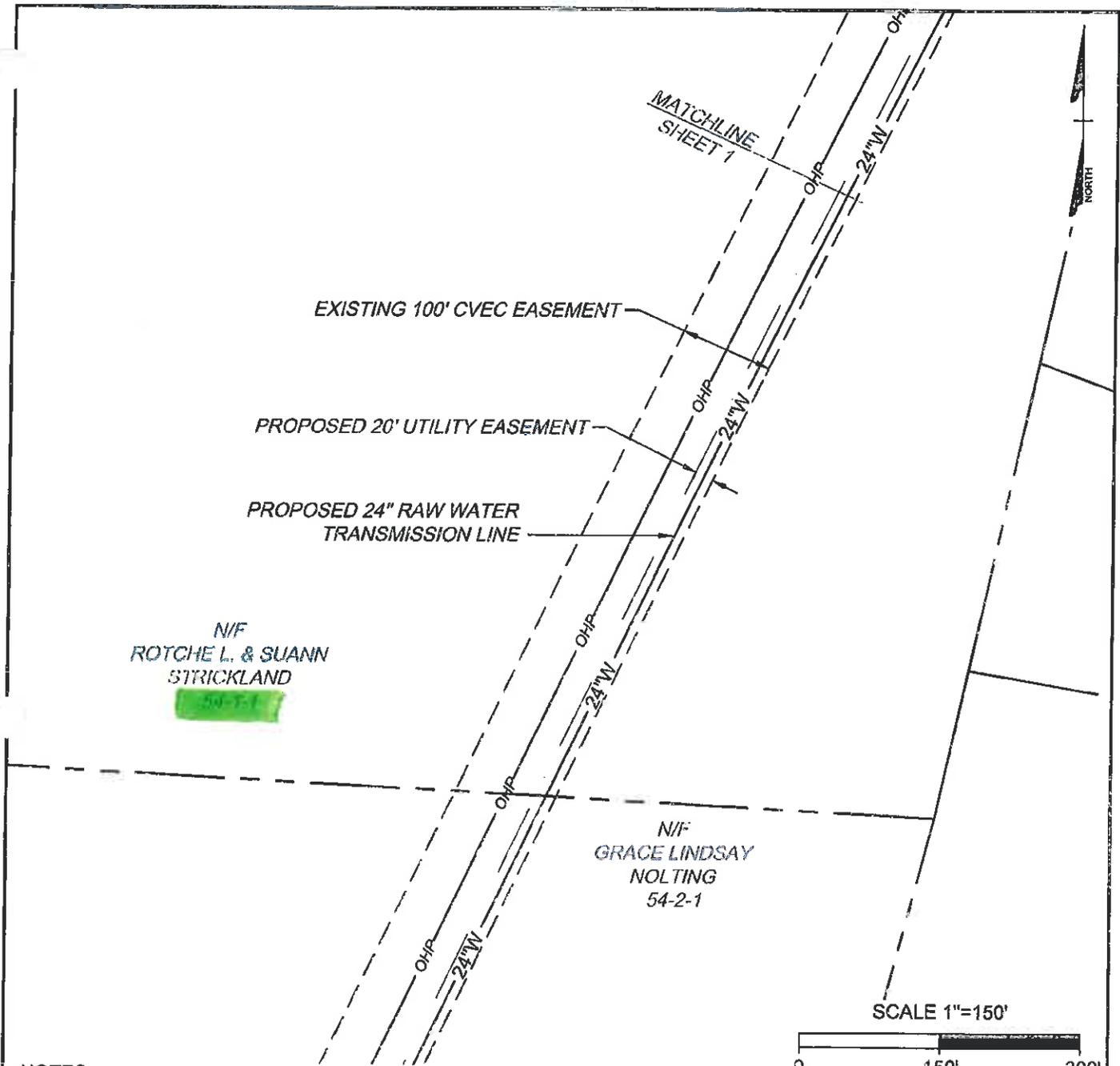
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-1-1**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





NOTES:

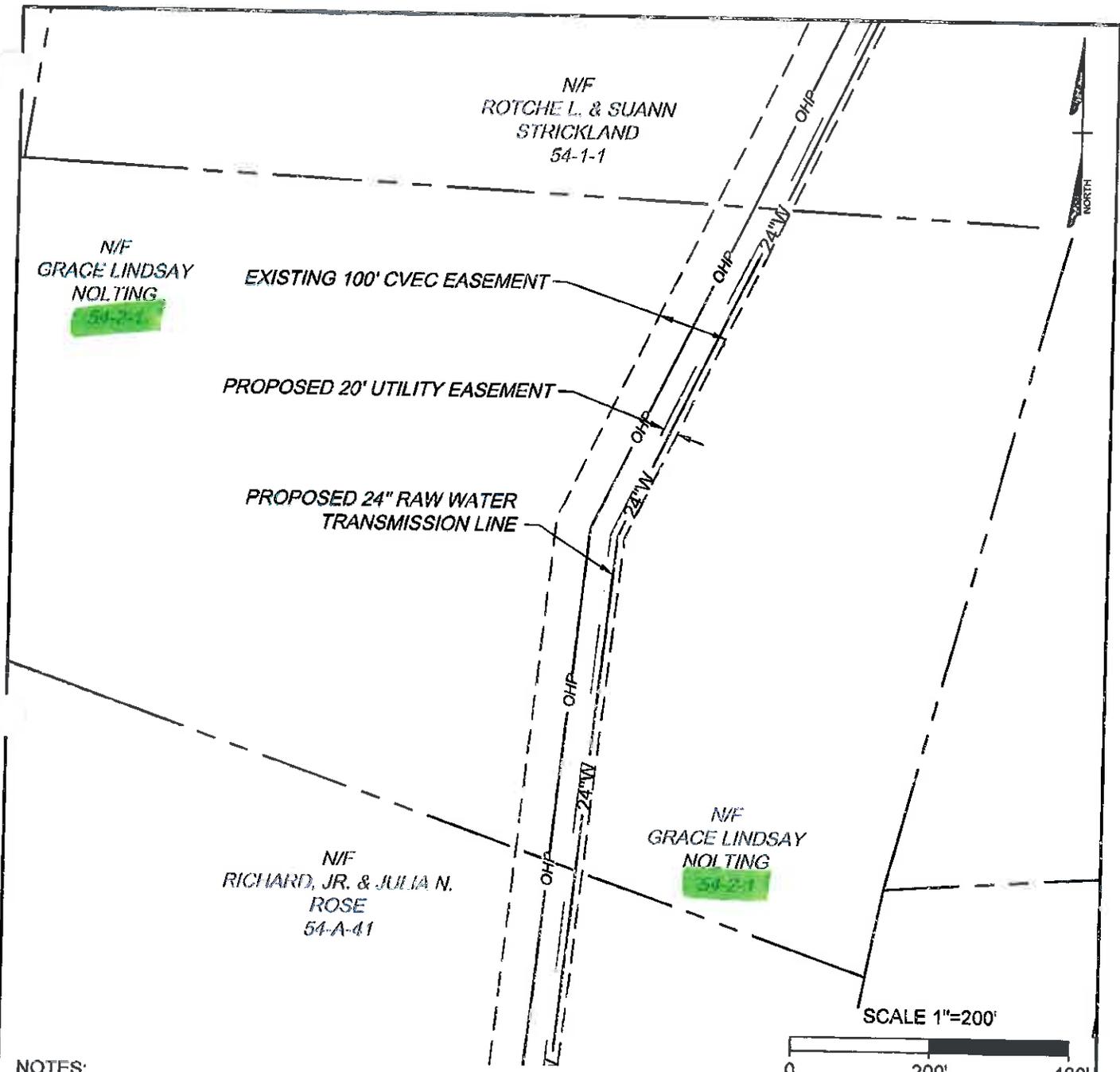
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-1-1**

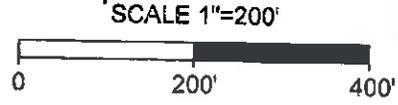
THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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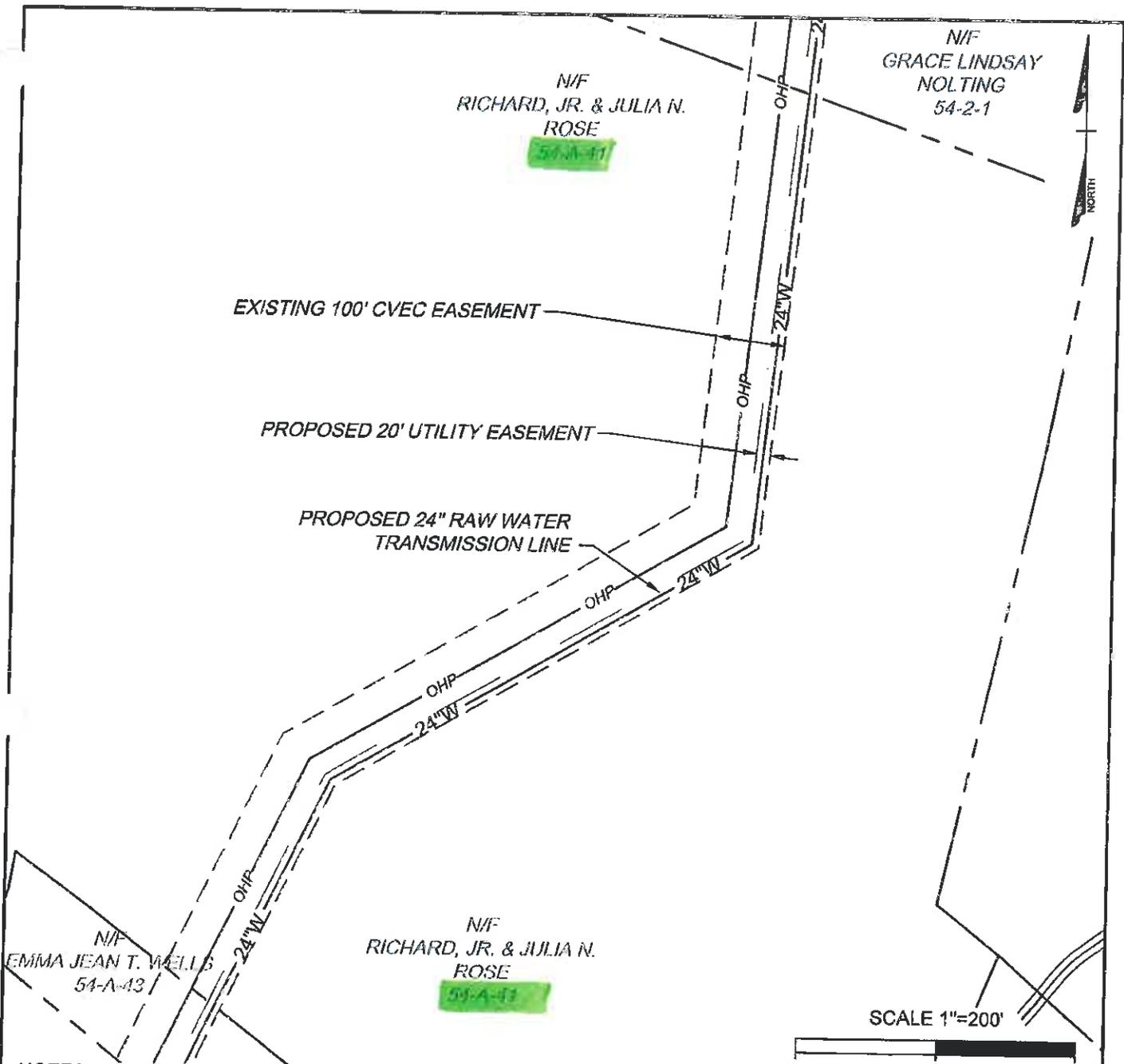
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-2-1**

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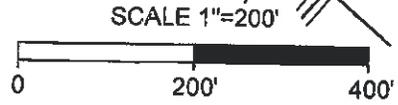
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 200'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





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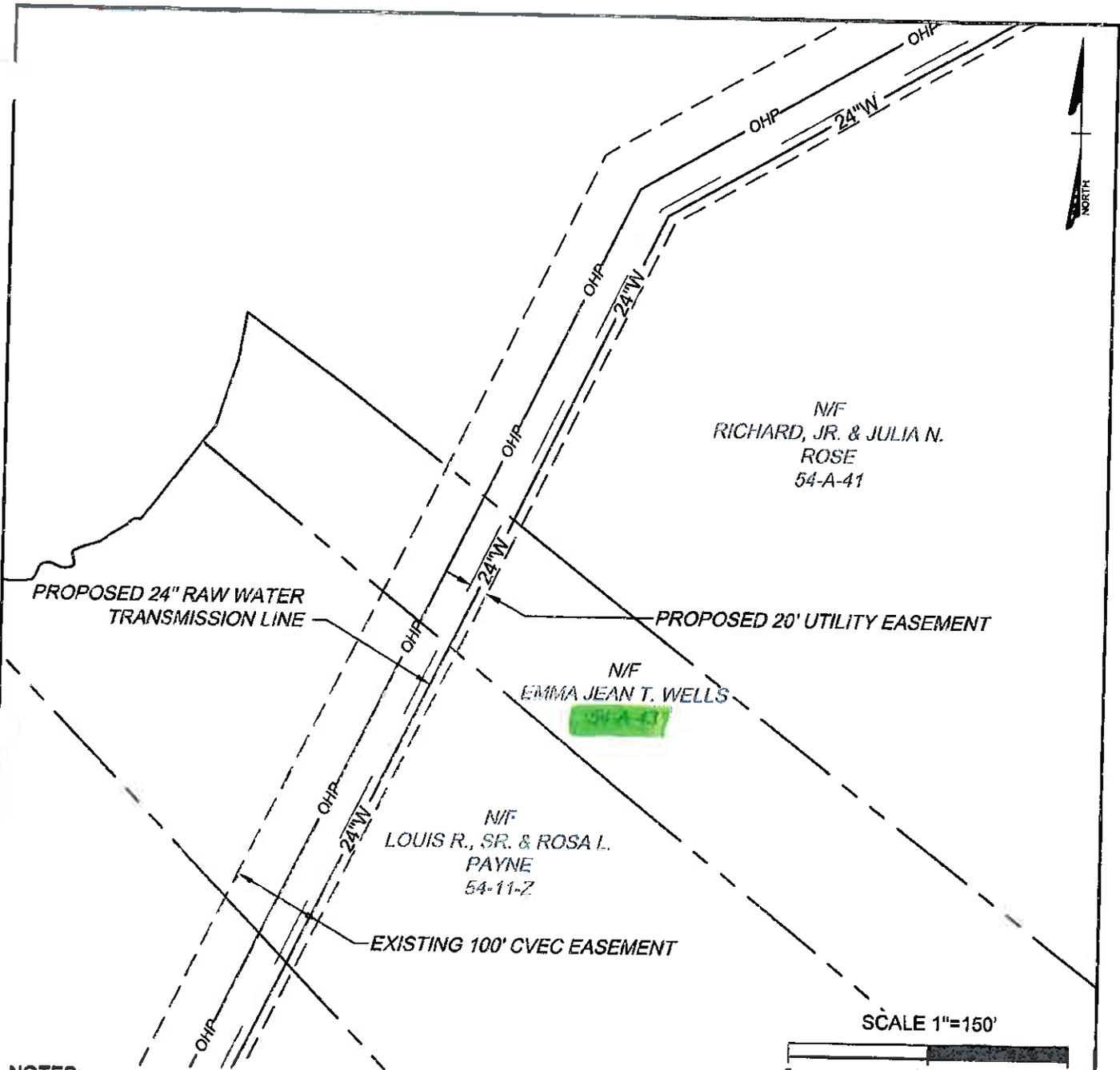
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-A-41**

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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 200'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





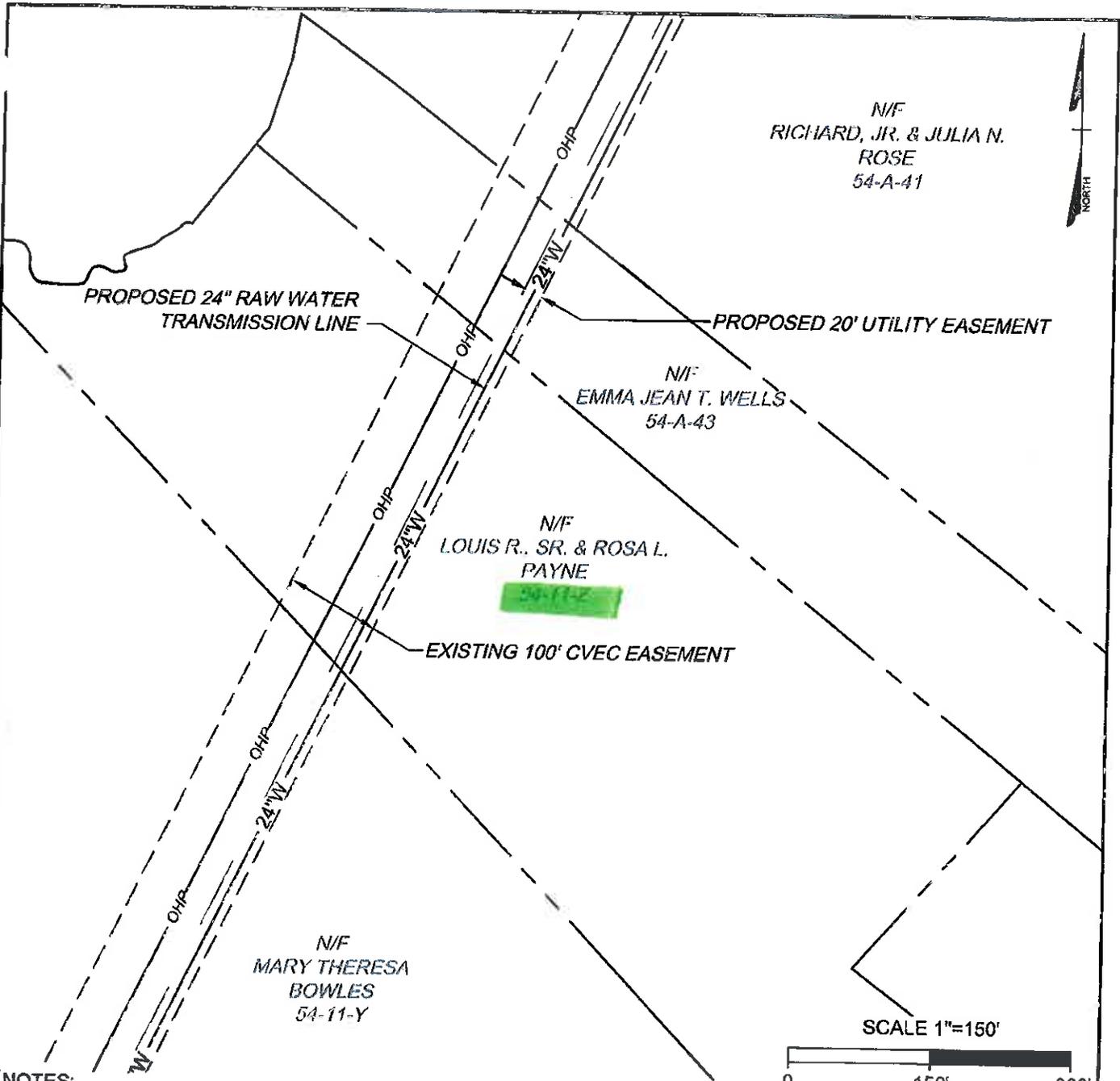
- NOTES:**
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-A-43**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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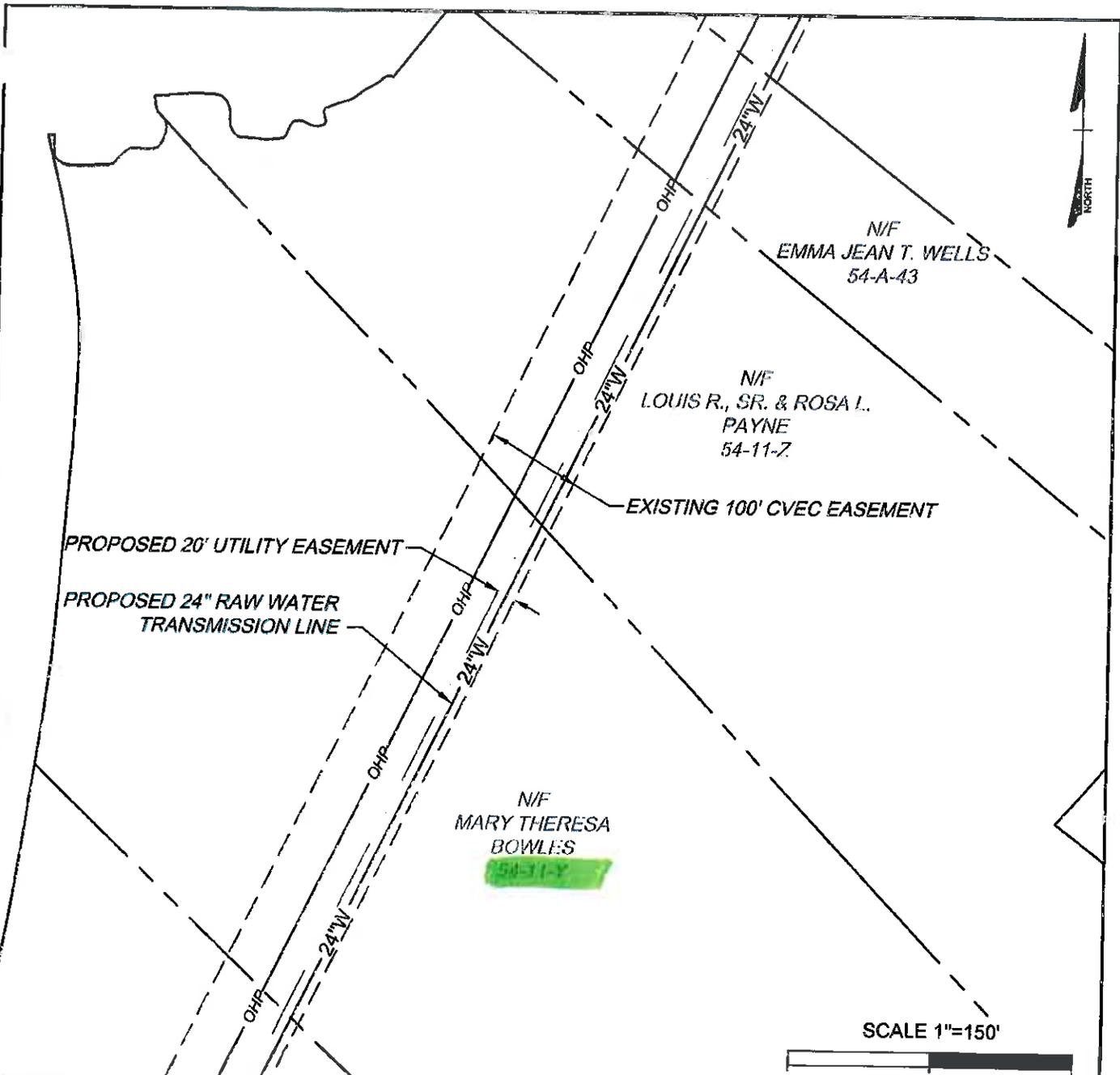
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-11-Z**

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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





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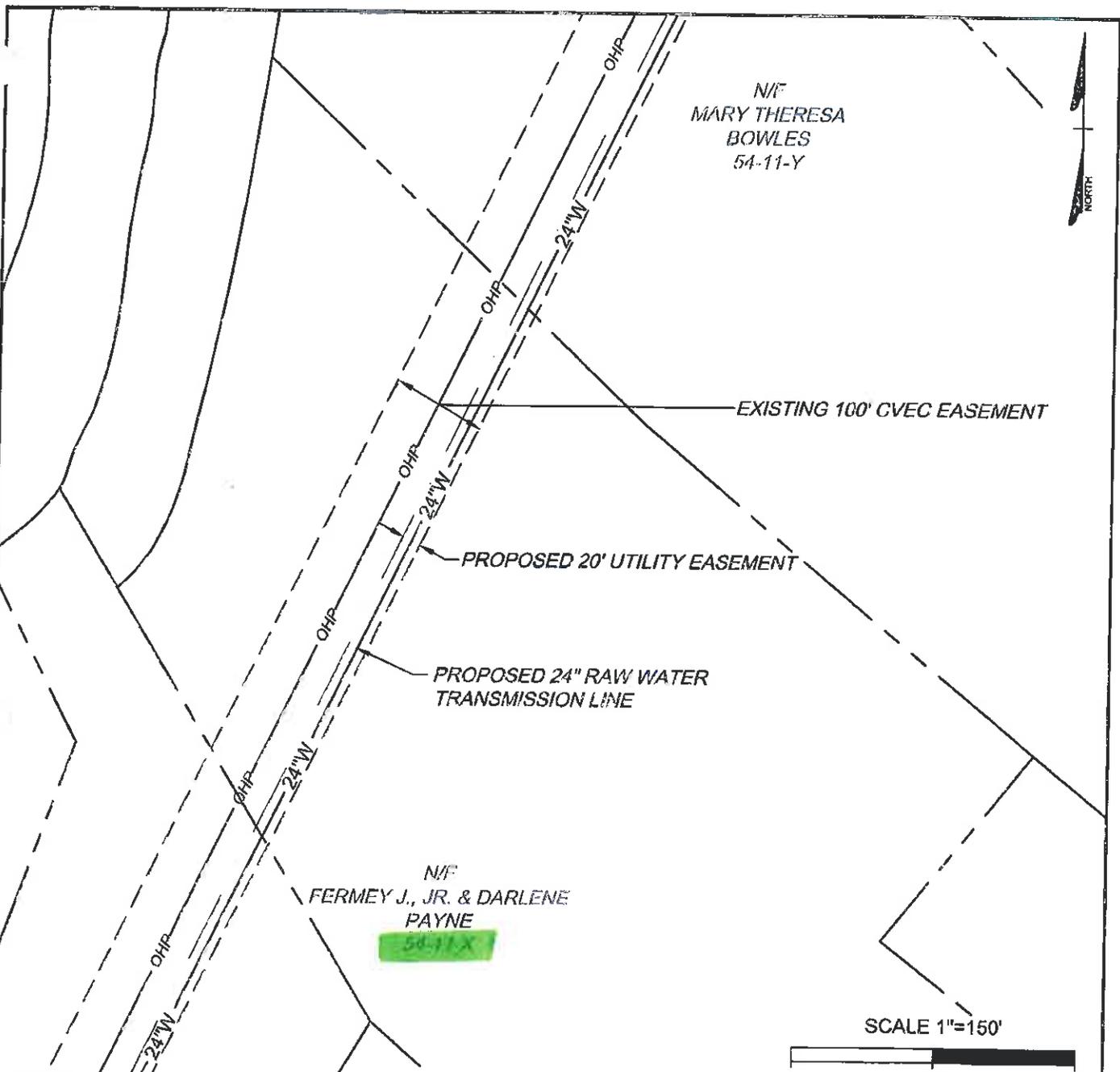
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-11-Y**

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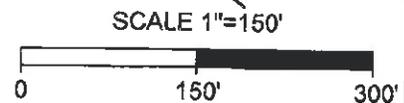
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS

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NOTES:

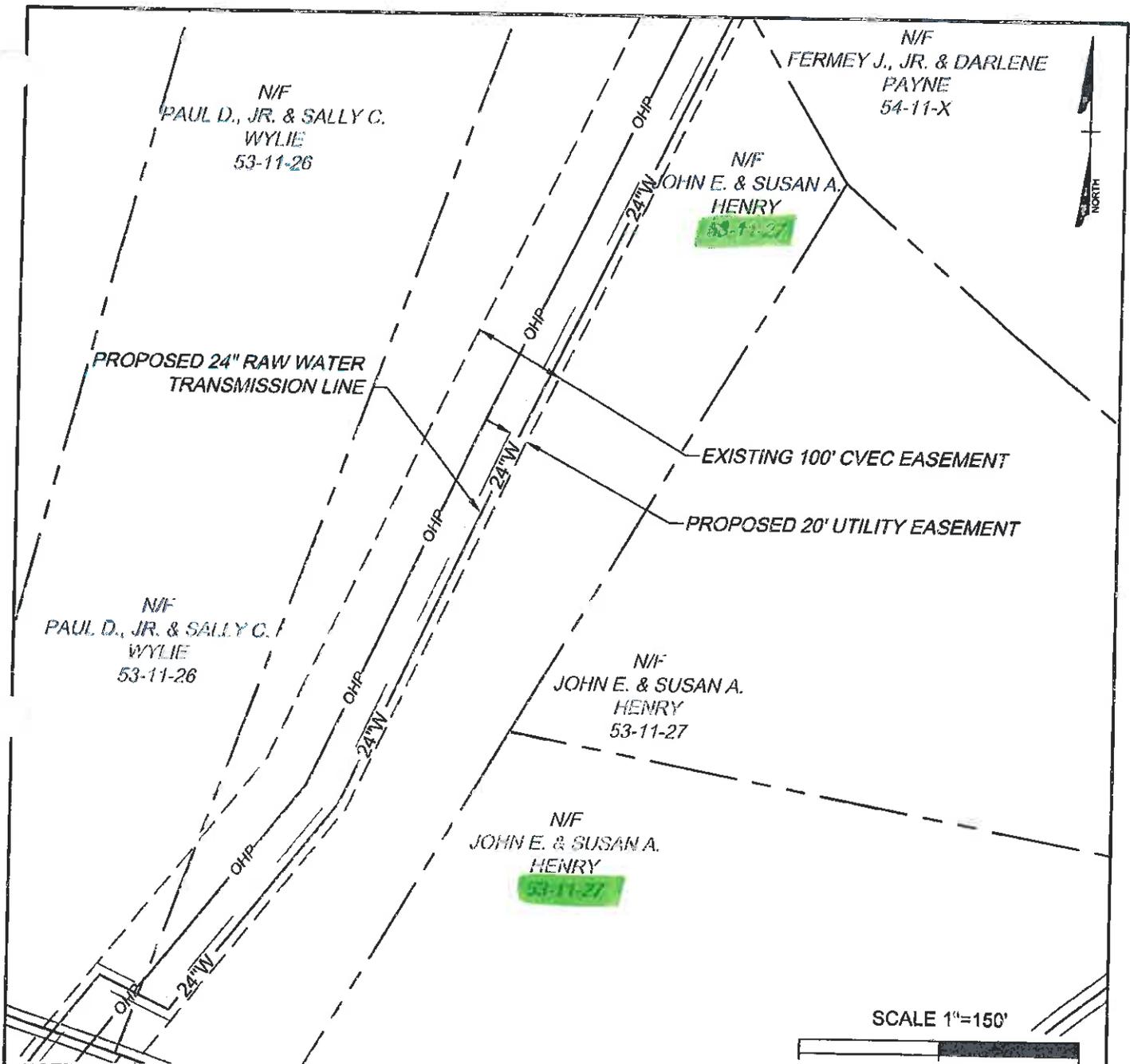
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-11-X**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

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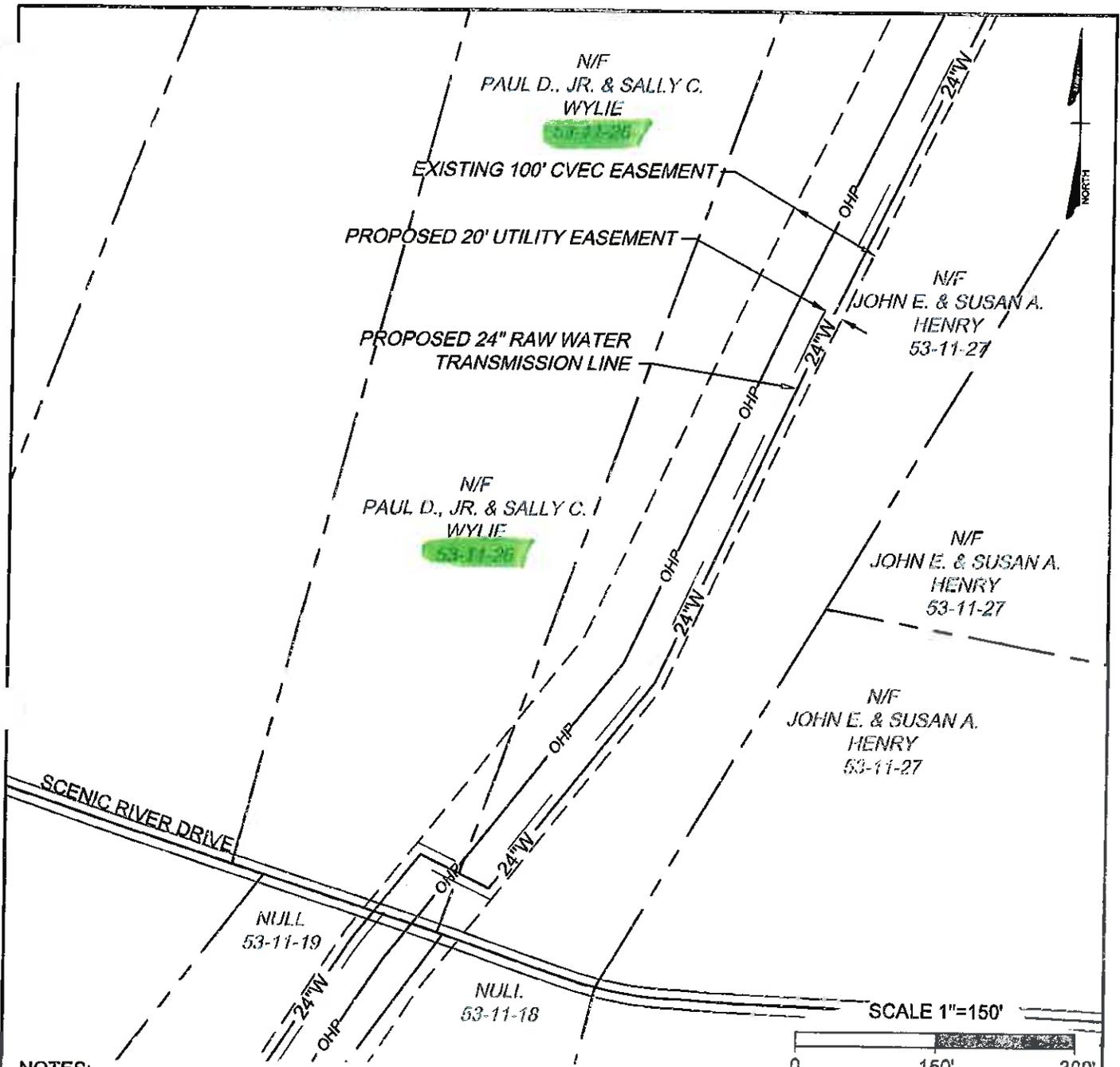
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-11-27**

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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





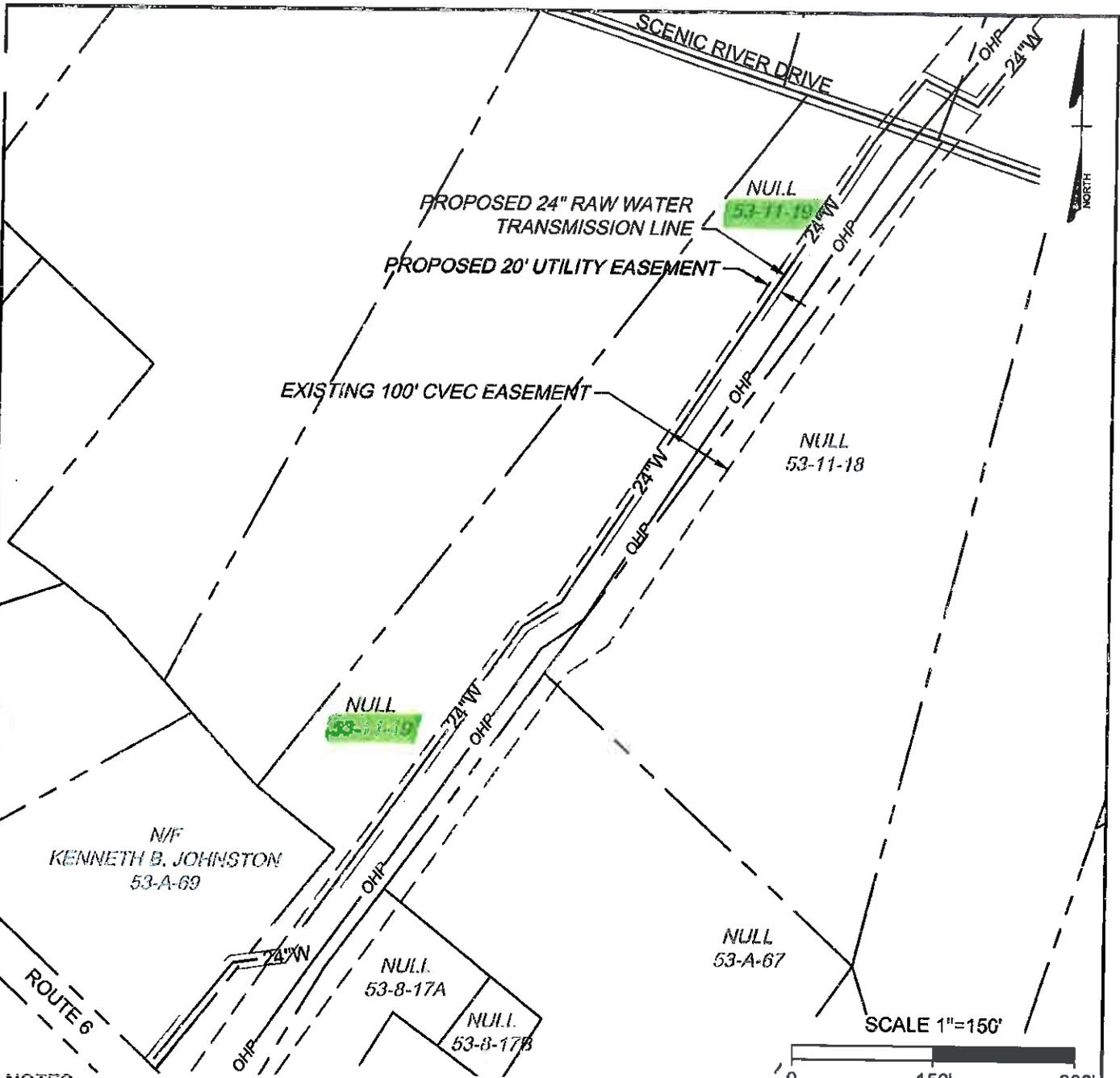
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-11-26**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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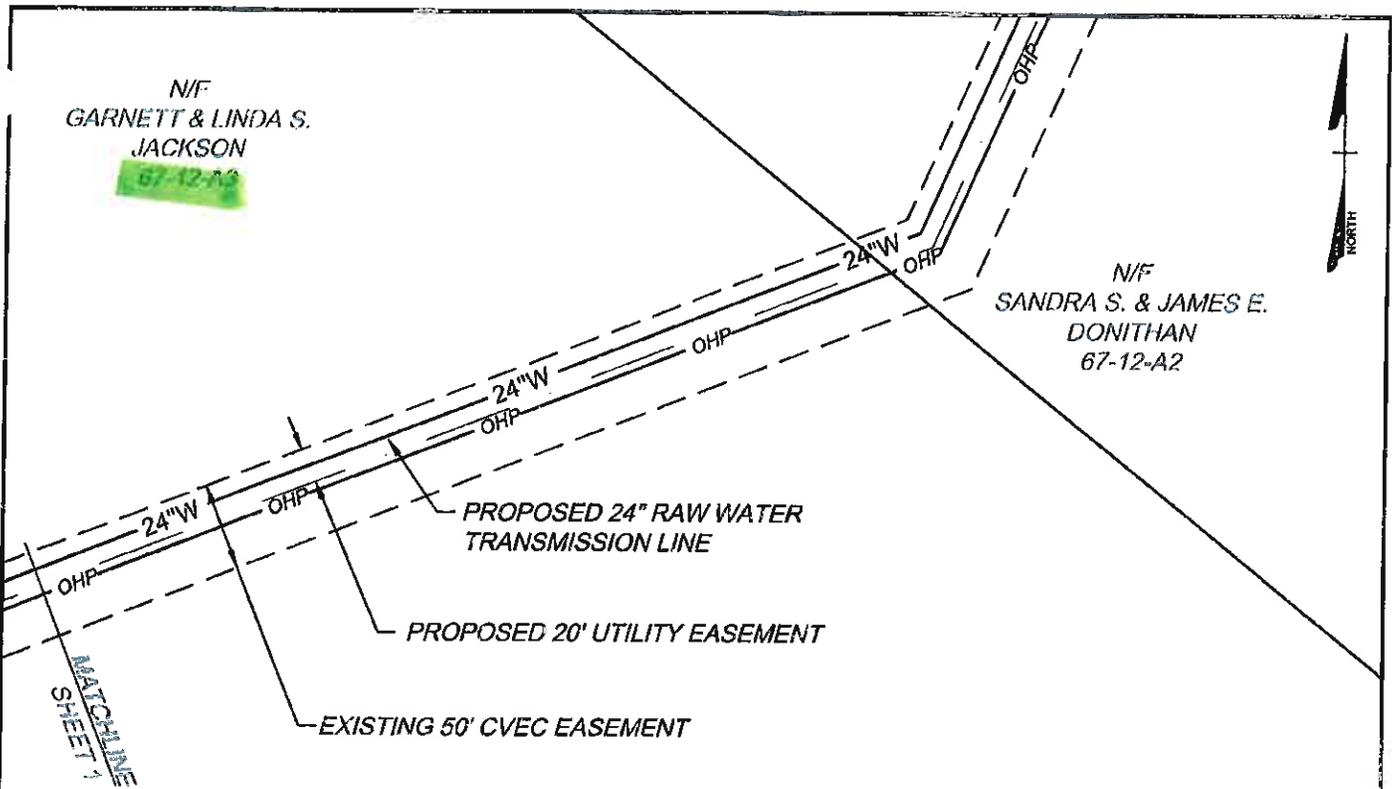
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-11-19**

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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS

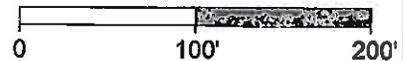




N/F
GARNETT & LINDA S.
JACKSON
67-12-A3

N/F
SANDRA S. & JAMES E.
DONITHAN
67-12-A2

SCALE 1"=100'



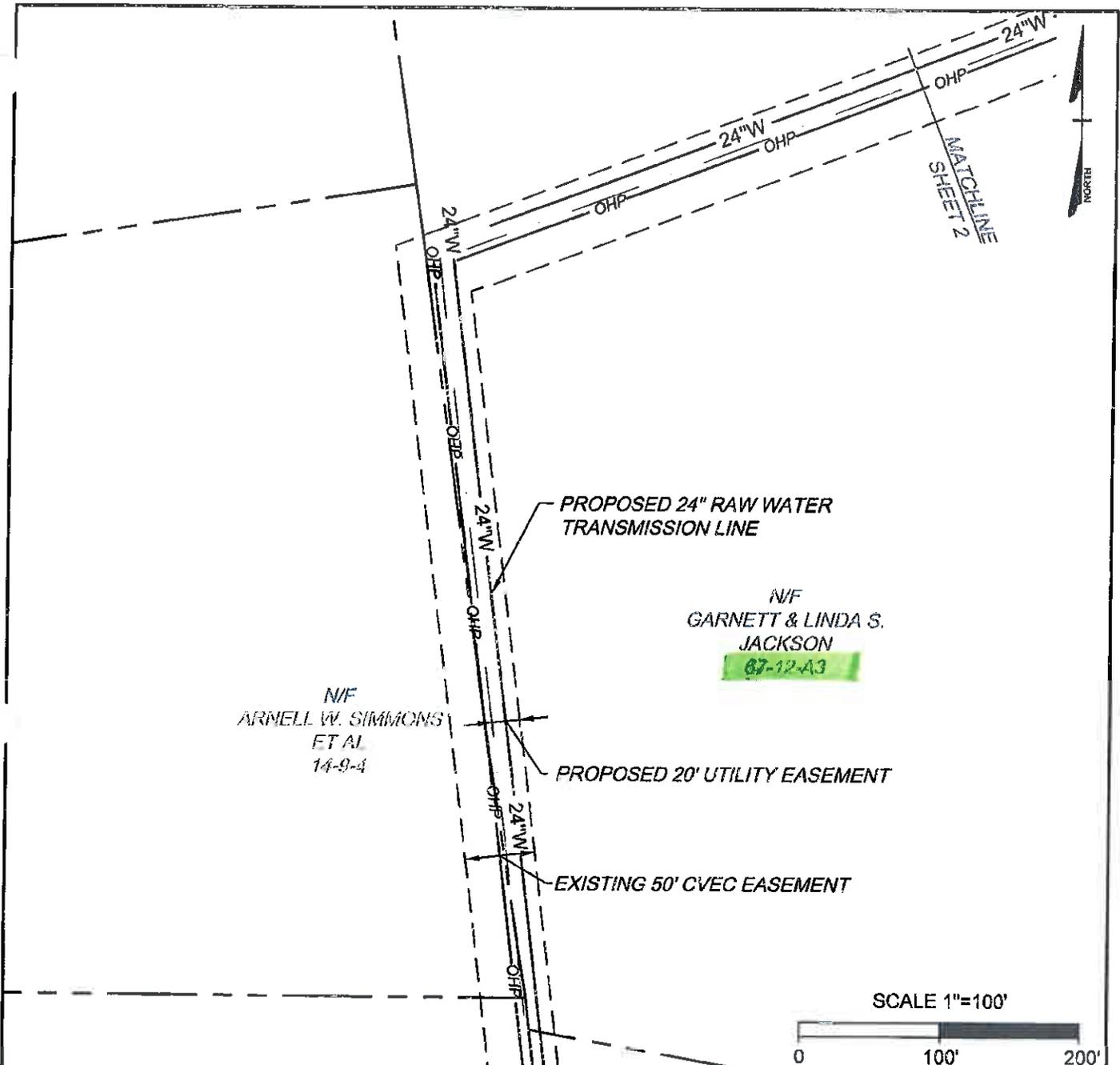
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 67-12-A3**

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		Date: 06/11/2015	1" = 100'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

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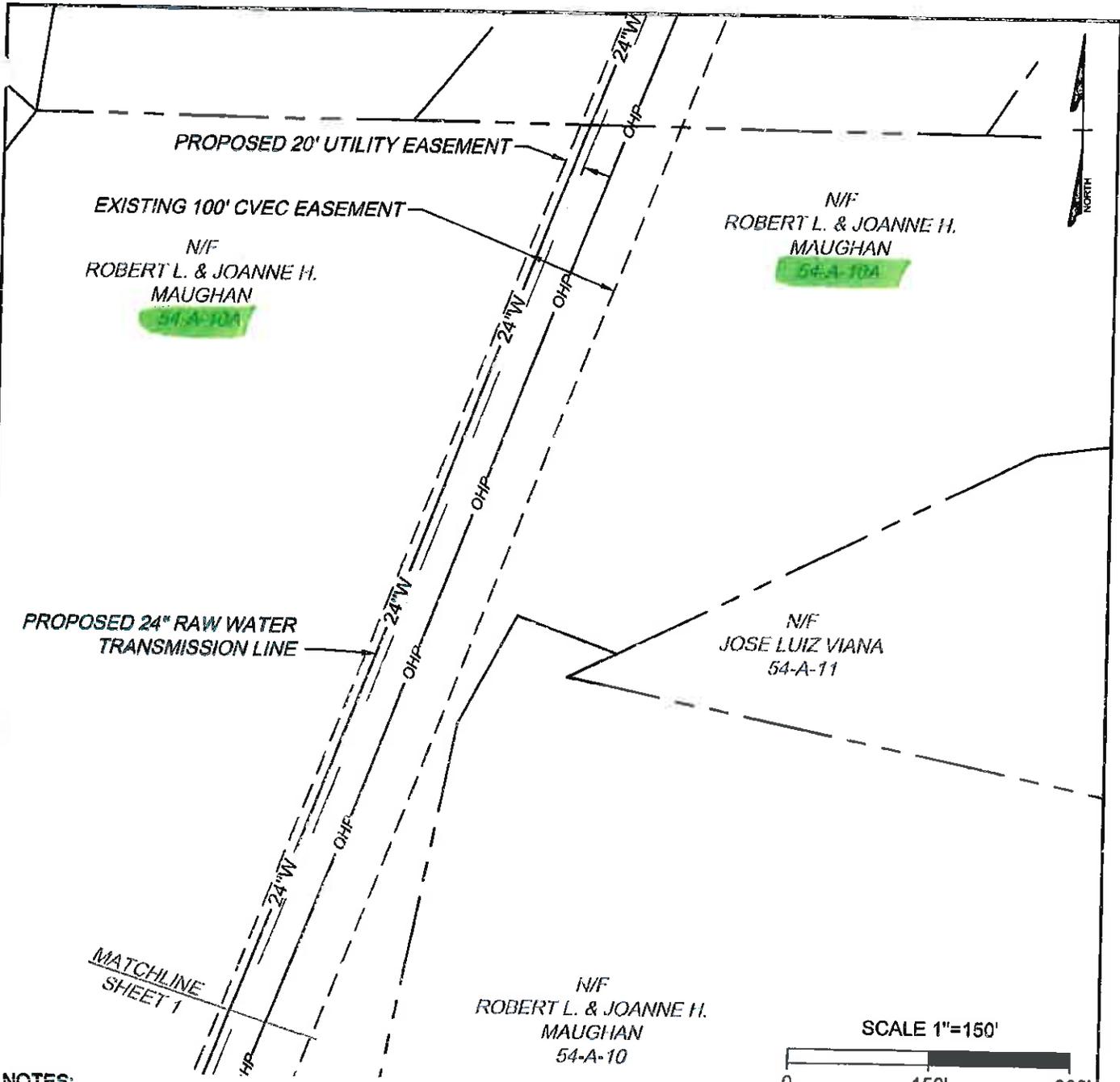
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 67-12-A3**

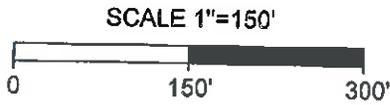
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		Date: 06/11/2015	1" = 100'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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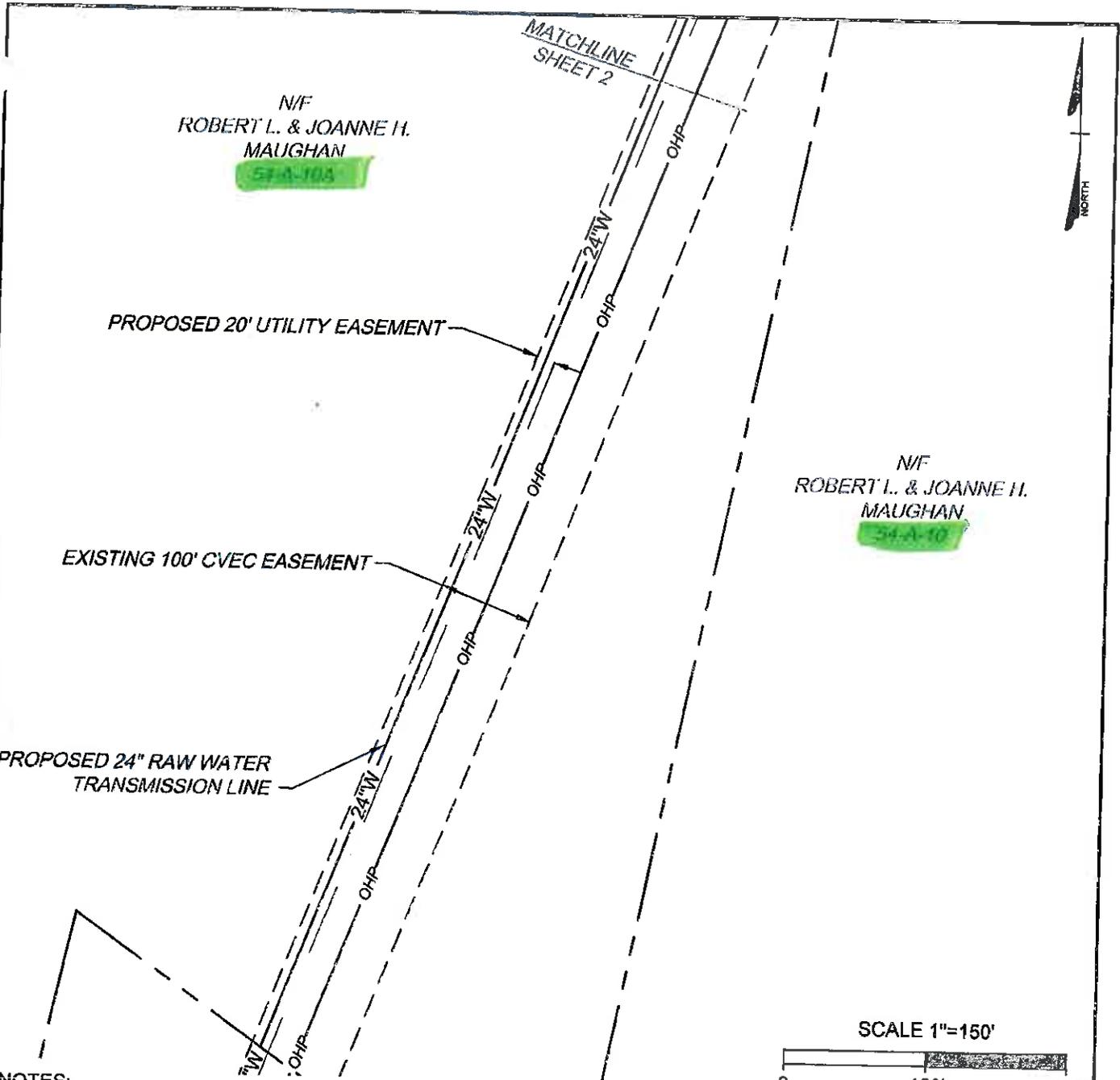
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-A-10A**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

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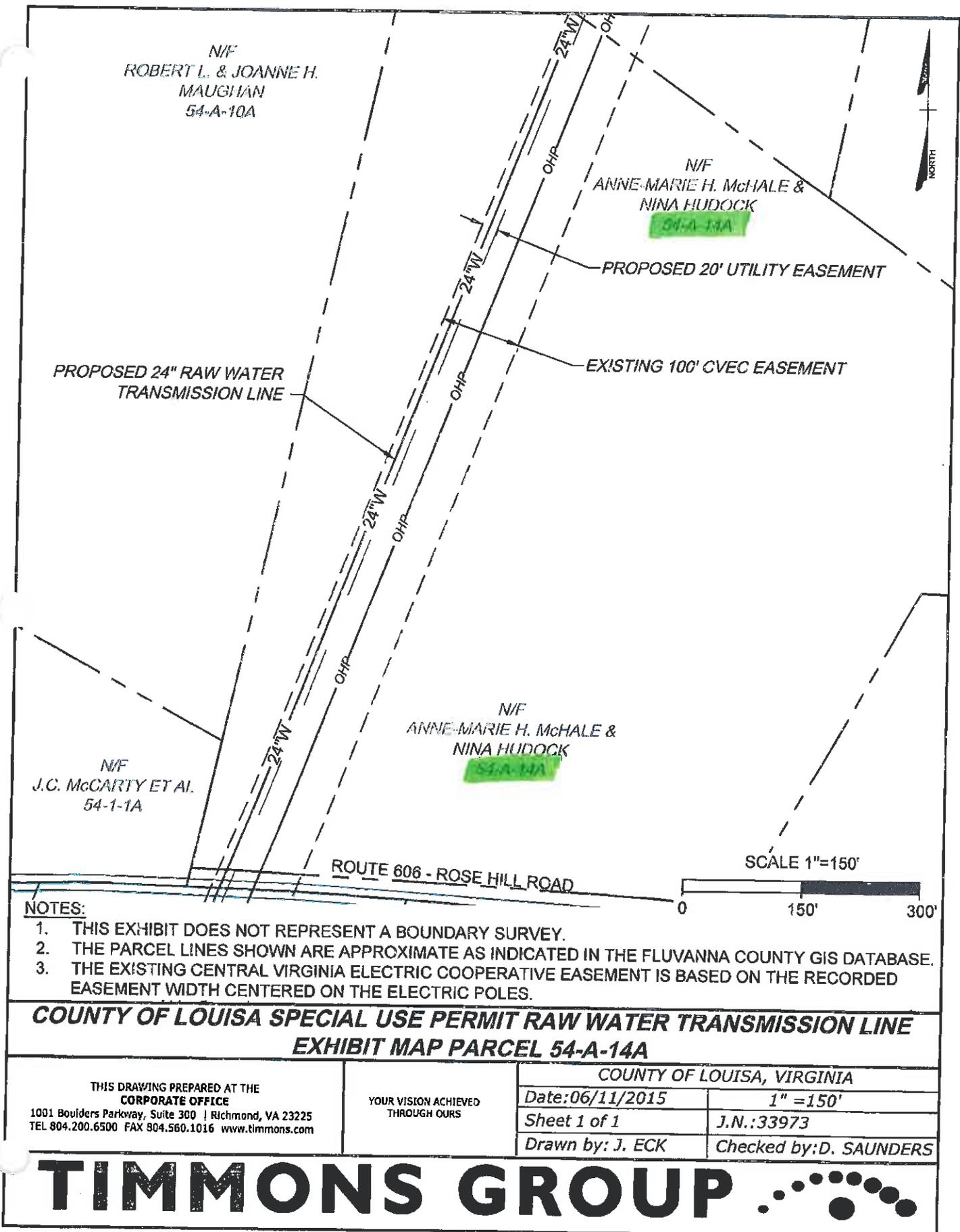
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-A-10A**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





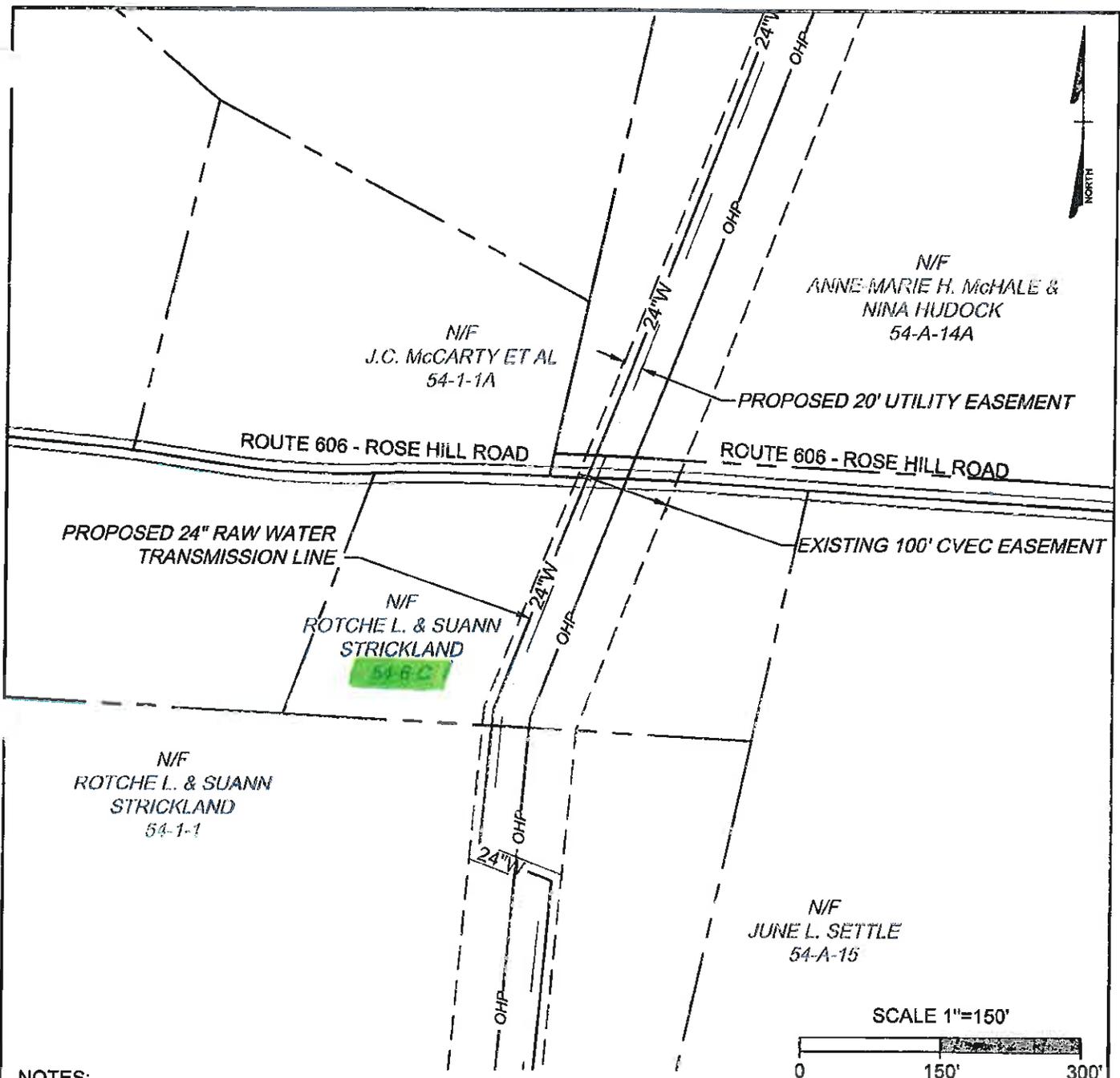
NOTES:

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-A-14A**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





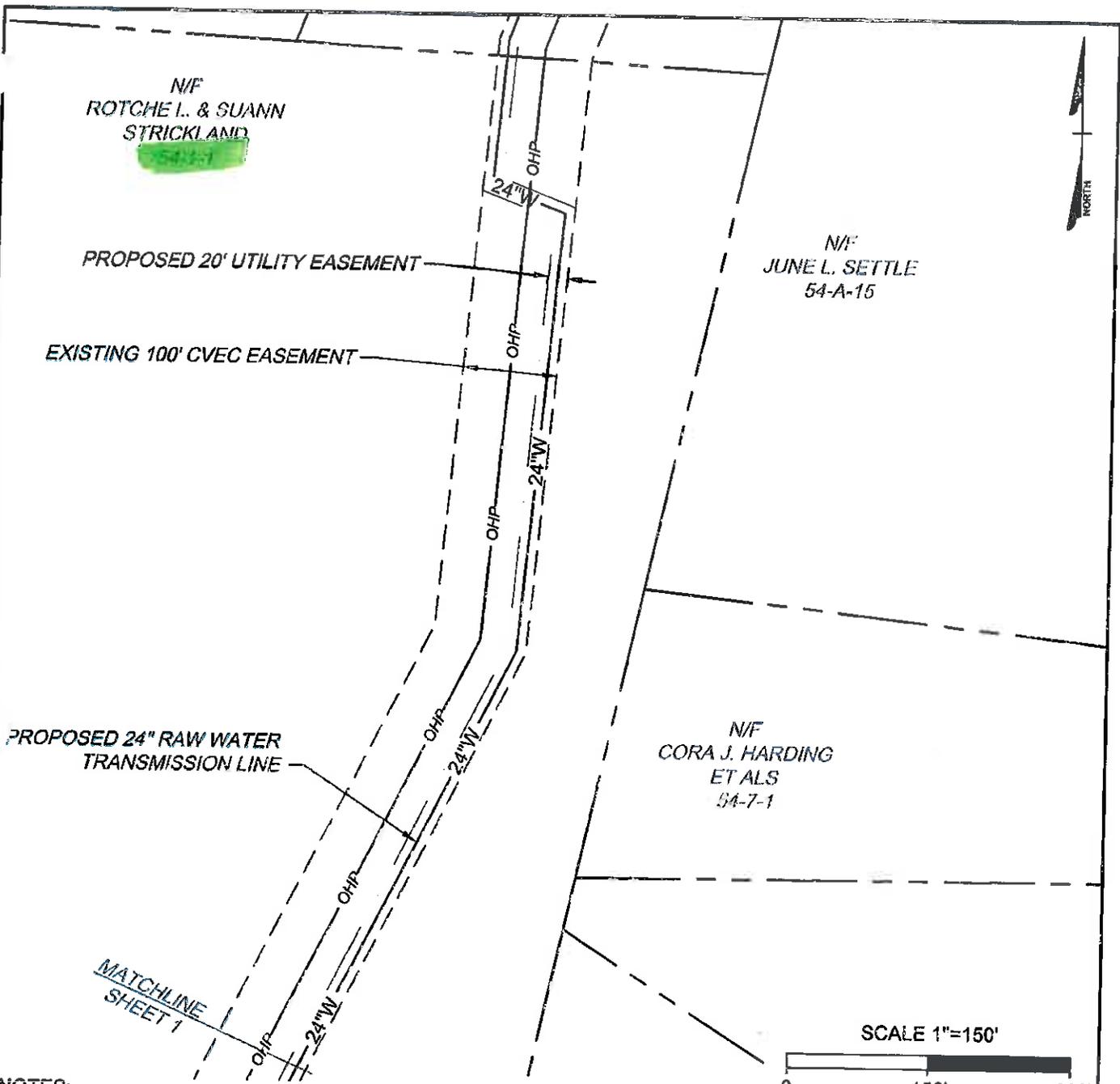
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-6-C**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.550.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





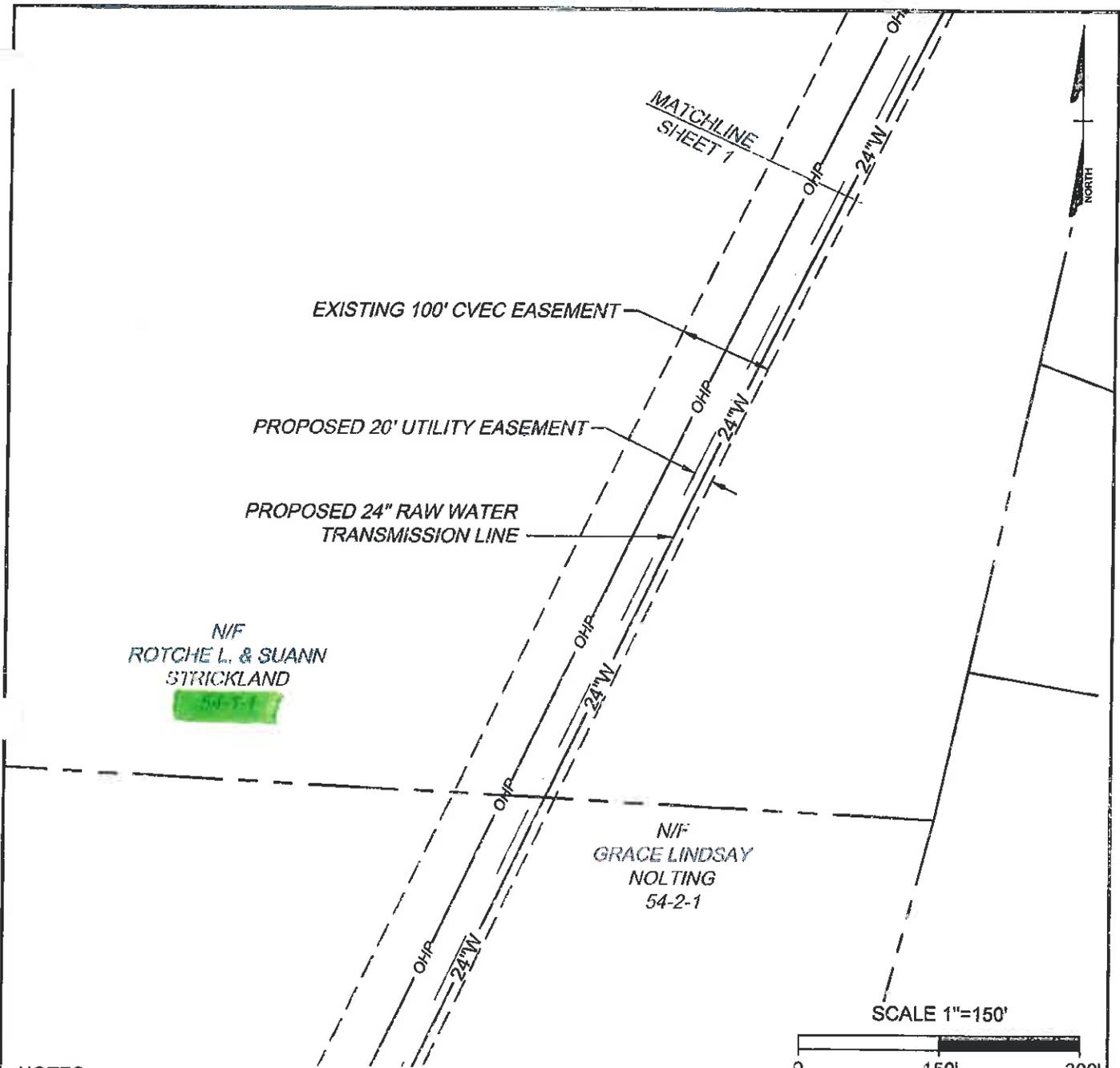
NOTES:

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-1-1**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





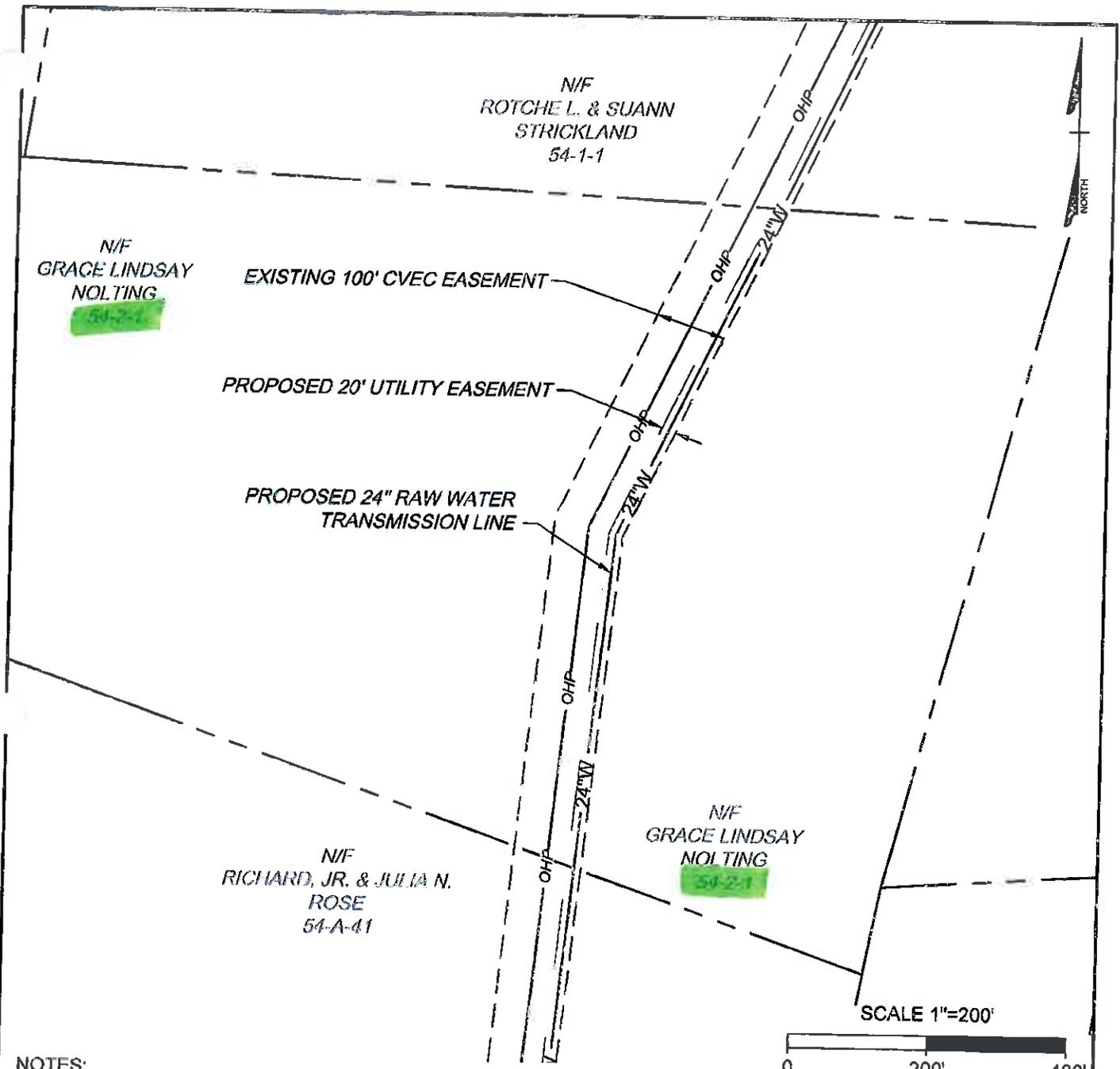
NOTES:

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-1-1**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.



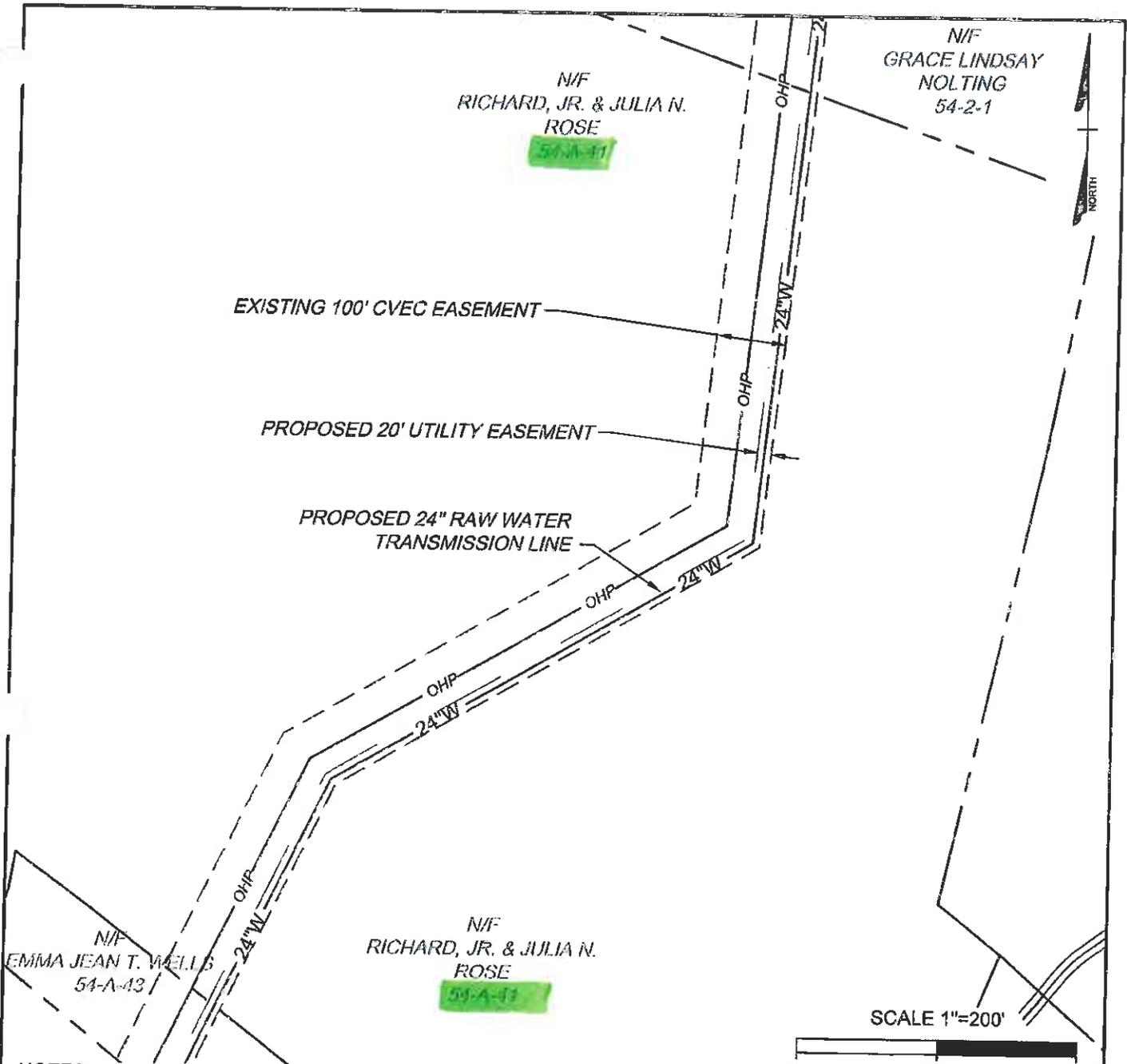
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-2-1**

THIS DRAWING PREPARED AT THE
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YOUR VISION ACHIEVED
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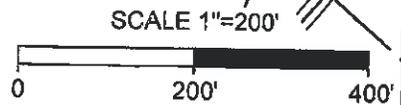
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 200'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-A-41**

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YOUR VISION ACHIEVED
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COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 200'

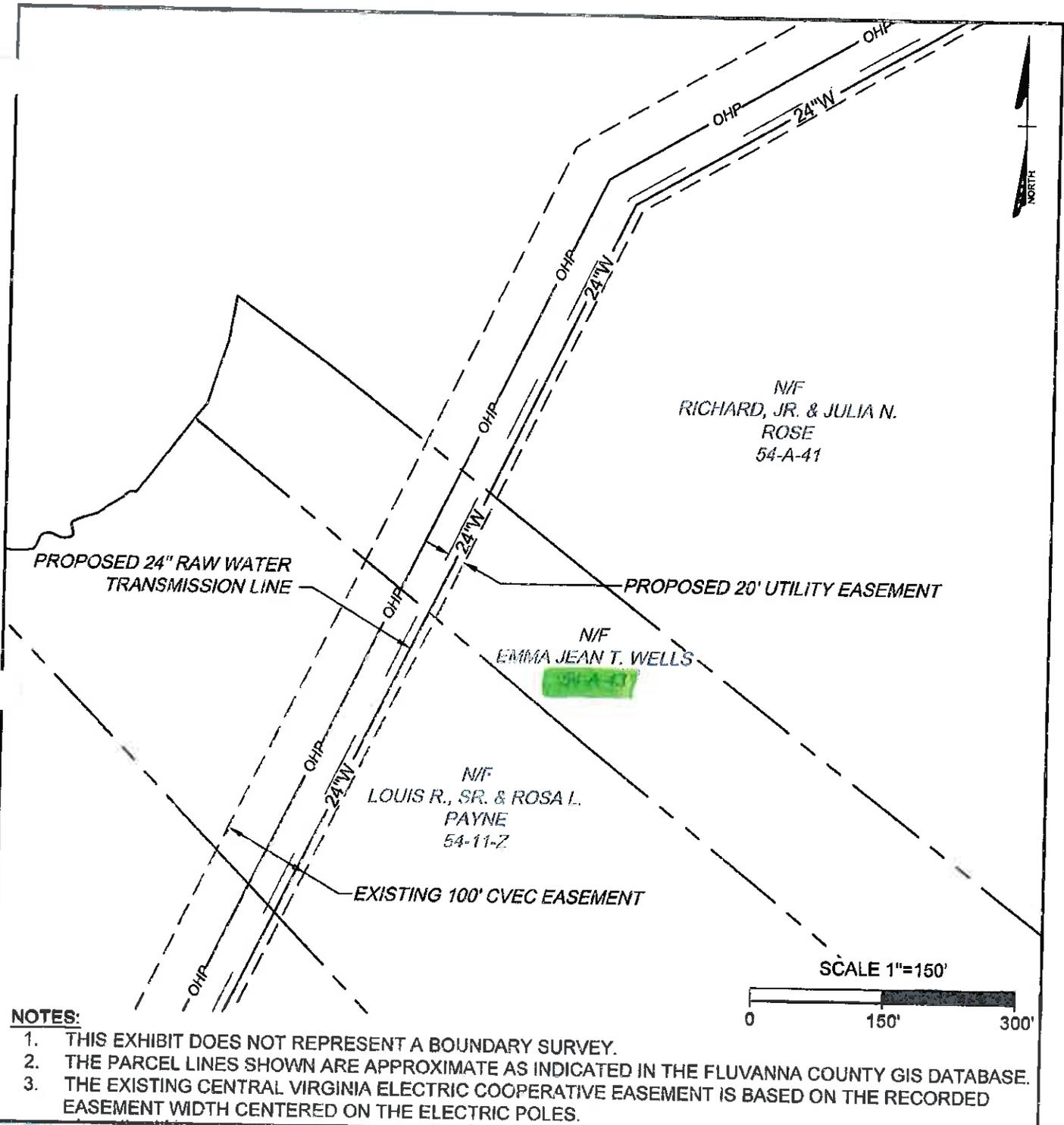
Sheet 1 of 1

J.N.: 33973

Drawn by: J. ECK

Checked by: D. SAUNDERS

TIMMONS GROUP



NOTES:

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
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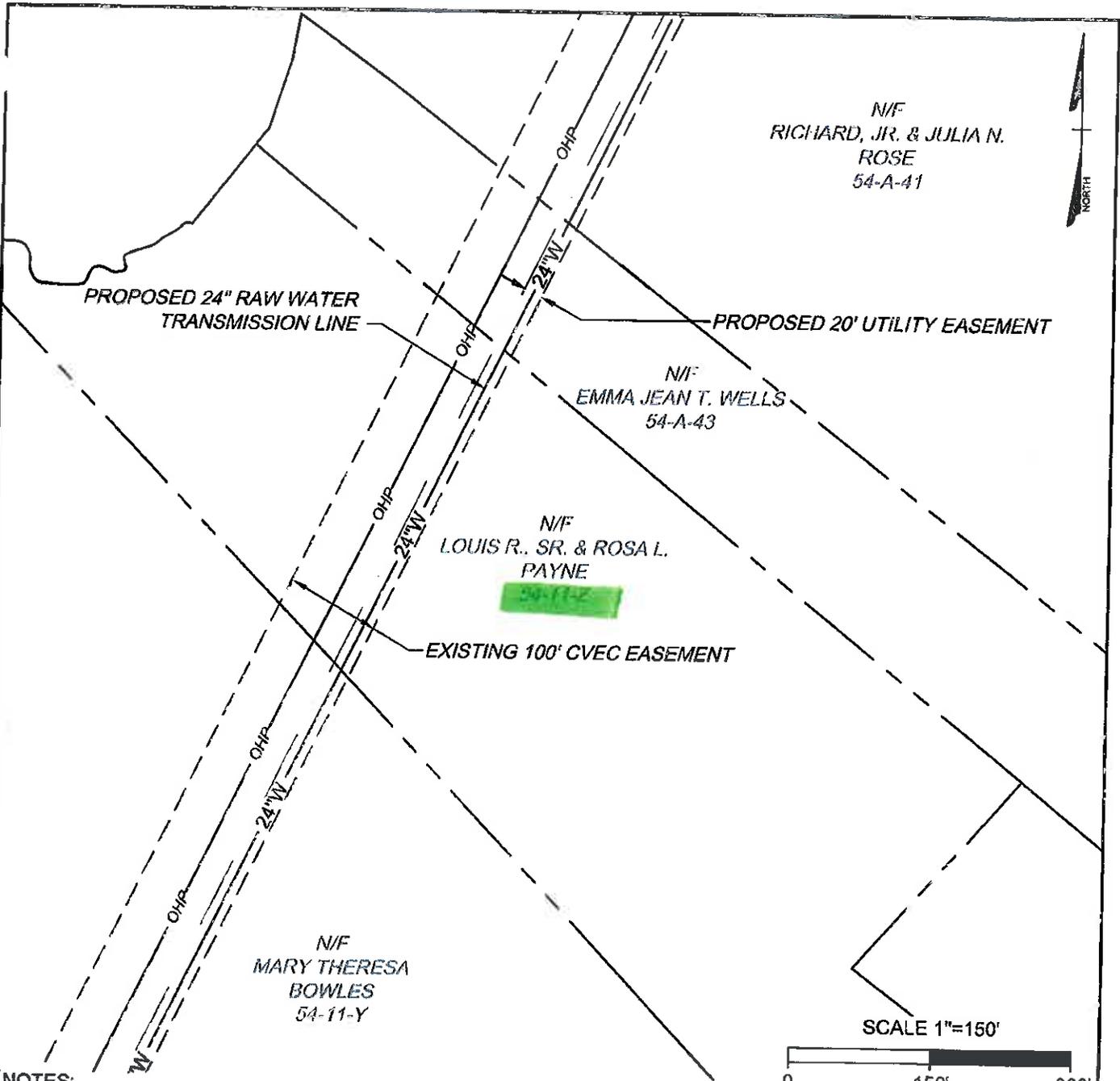
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-A-43**

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THROUGH OURS

COUNTY OF LOUISA, VIRGINIA	
Date:06/11/2015	1" = 150'
Sheet 1 of 1	J.N.:33973
Drawn by: J. ECK	Checked by:D. SAUNDERS





NOTES:

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2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

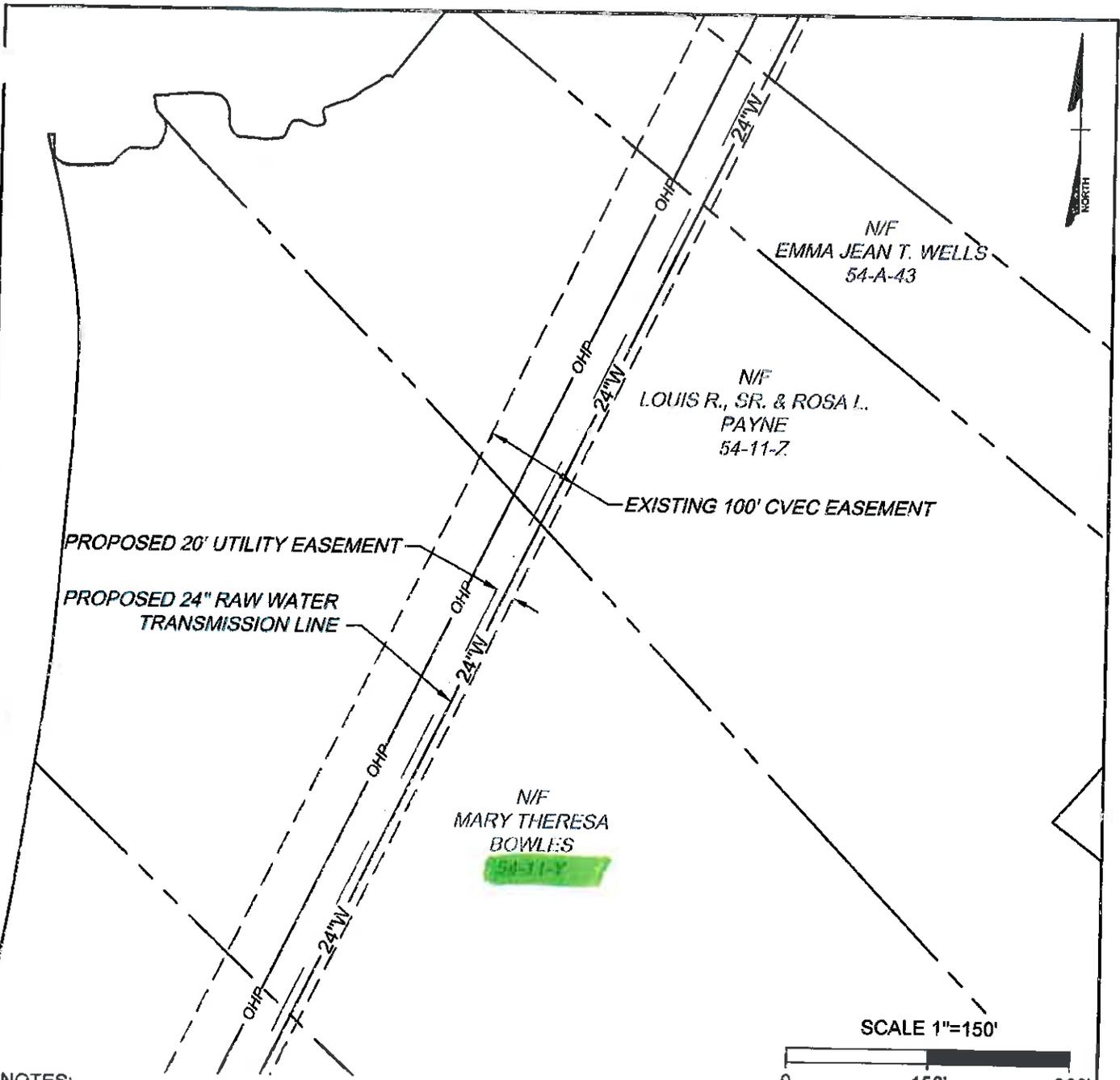
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-11-Z**

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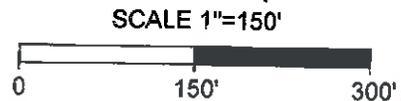
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-11-Y**

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YOUR VISION ACHIEVED
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COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 150'

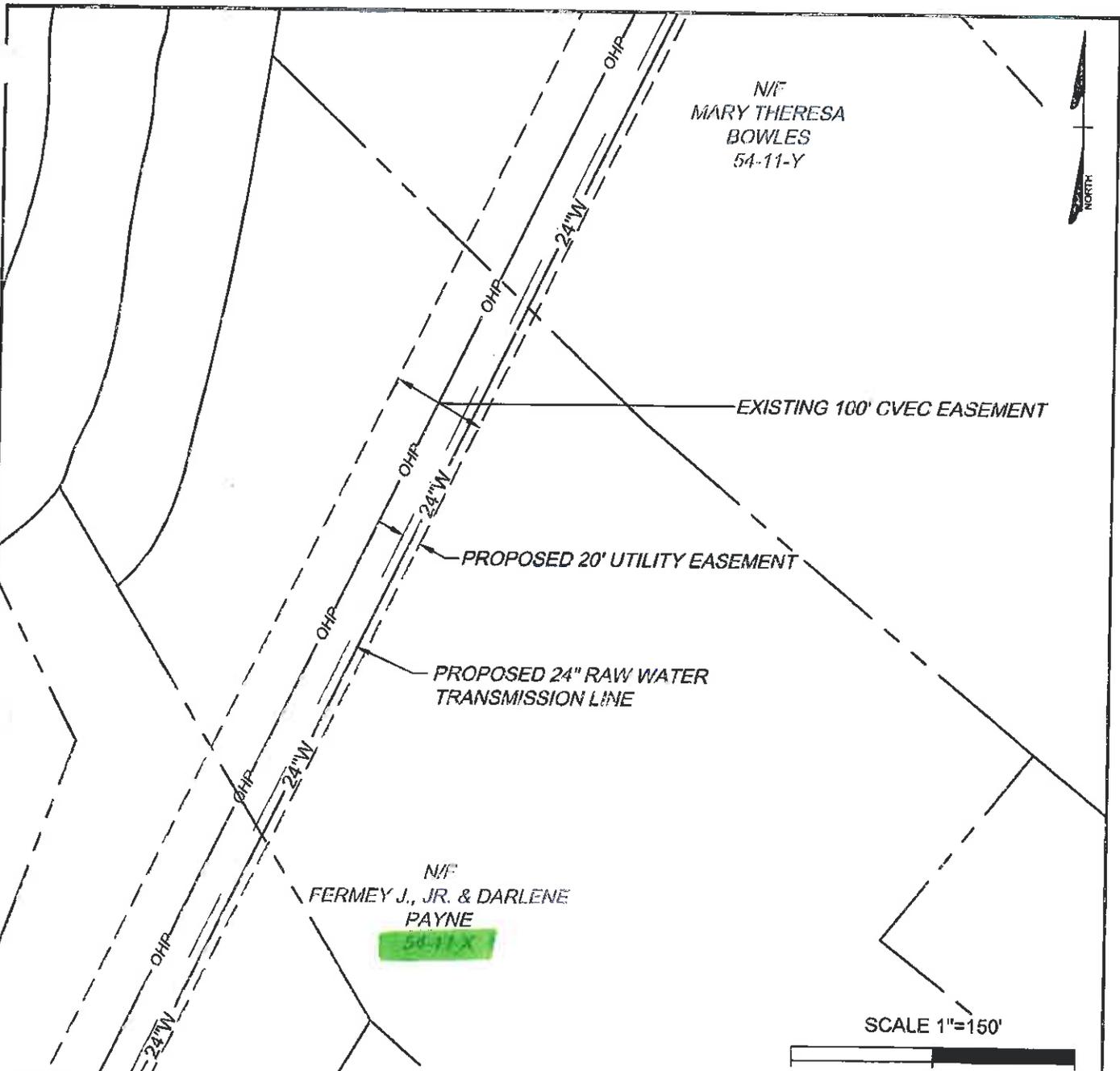
Sheet 1 of 1

J.N.: 33973

Drawn by: J. ECK

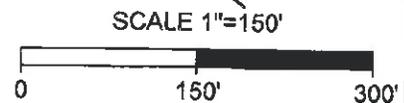
Checked by: D. SAUNDERS

TIMMONS GROUP



NOTES:

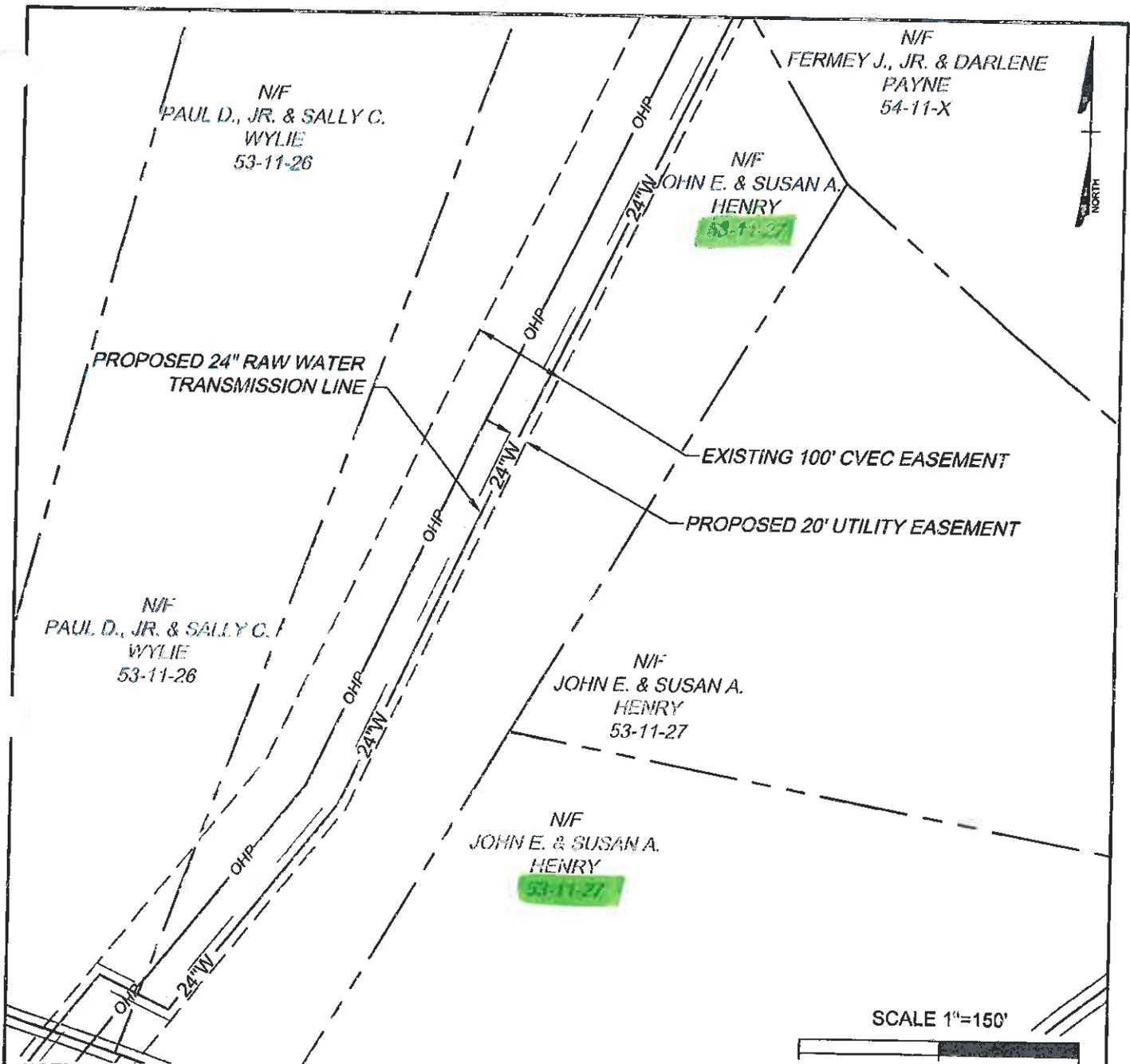
1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-11-X**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



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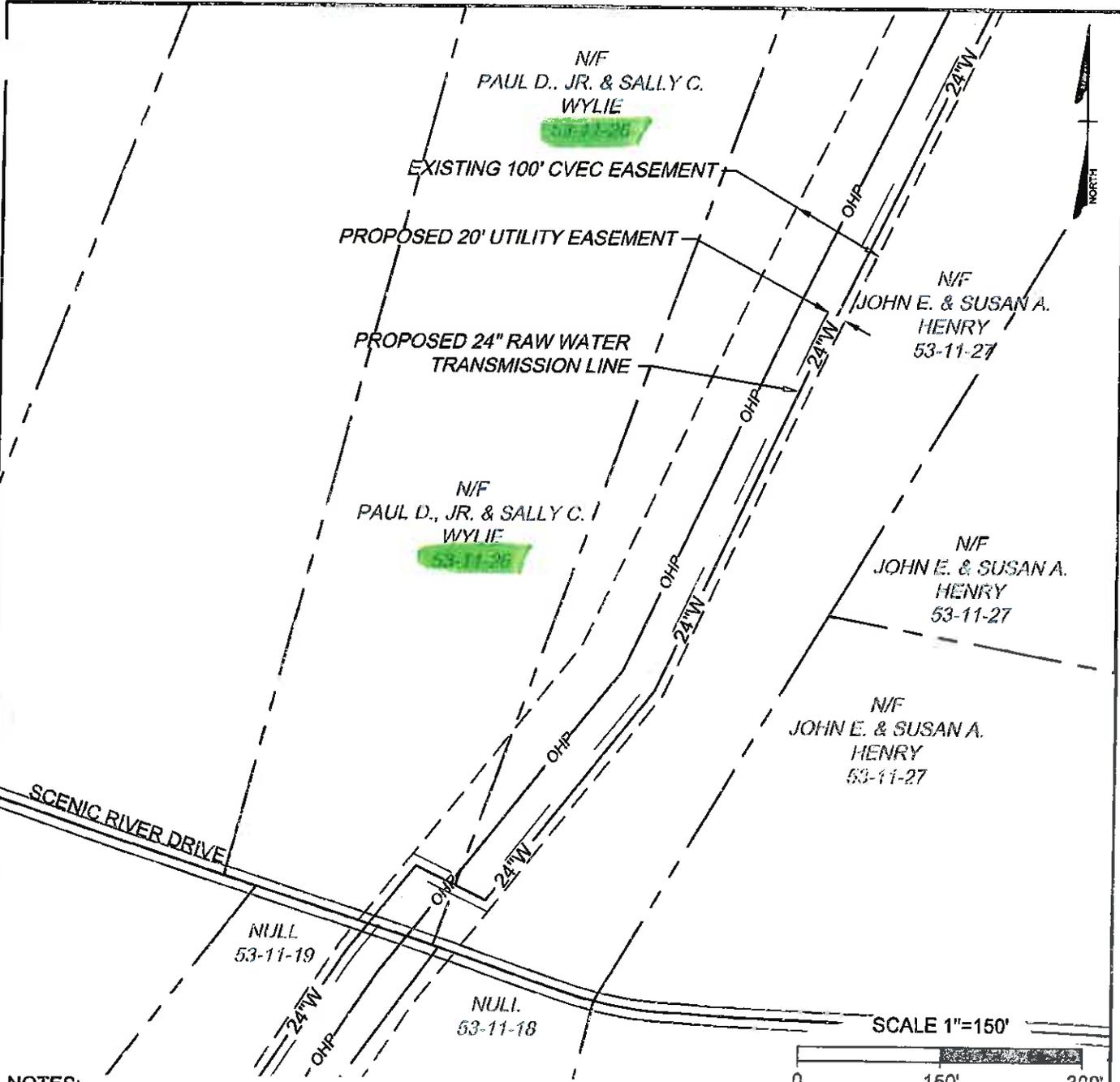
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-11-27**

THIS DRAWING PREPARED AT THE
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TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





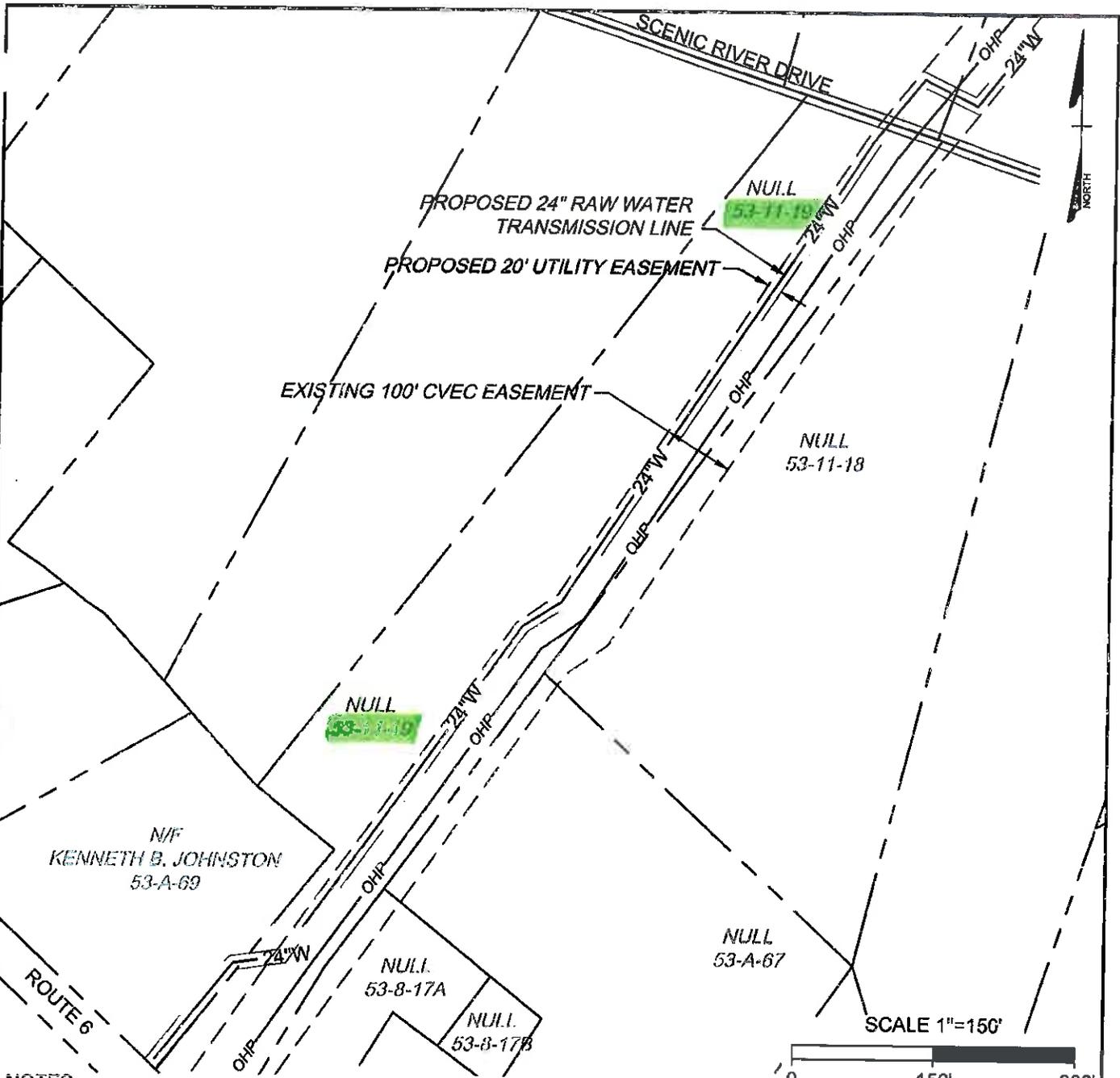
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-11-26**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





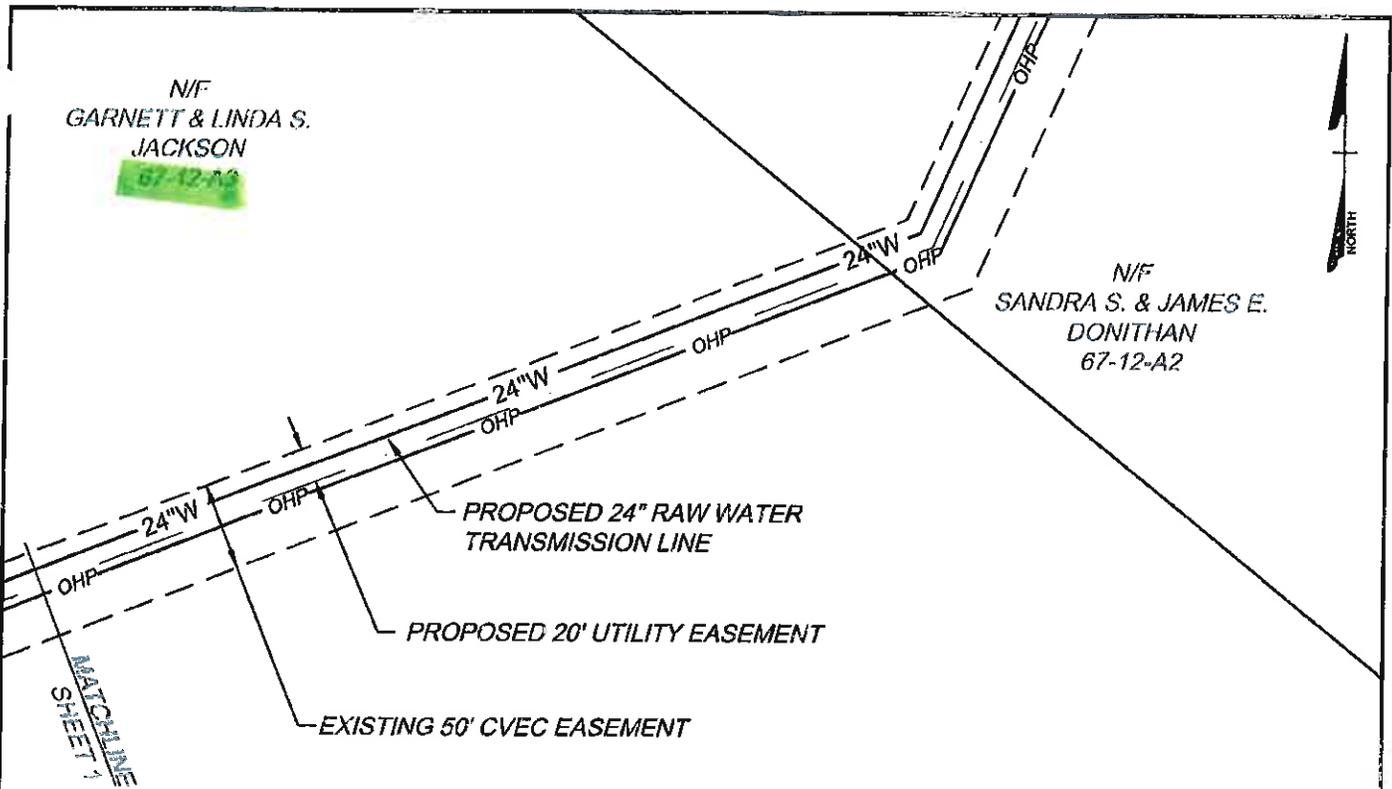
NOTES:

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 54-11-19**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

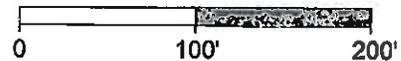




N/F
GARNETT & LINDA S.
JACKSON
67-12-A3

N/F
SANDRA S. & JAMES E.
DONITHAN
67-12-A2

SCALE 1"=100'



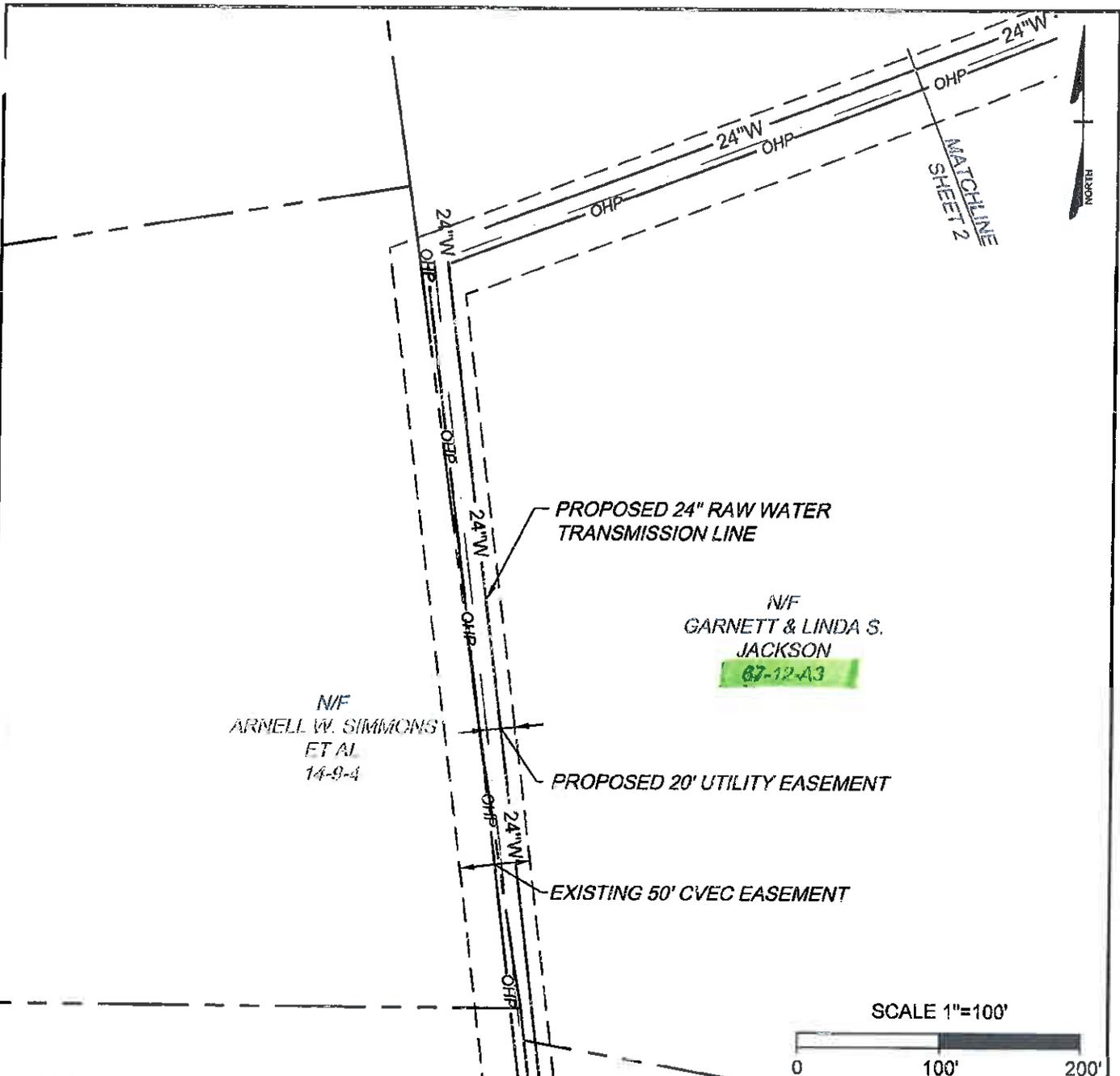
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 67-12-A3**

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		Date: 06/11/2015	1" = 100'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

TIMMONS GROUP



NOTES:

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3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 67-12-A3**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 100'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS



Executed Agency Agreements

Authorization to apply for the SUP's on behalf of the property owner(s)

Planning Dept.

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Arnell W. Simmons ET AL ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Arnell W. Simmons Dated: 7-28-2015

Print: Arnell W. Simmons

Agent: Pamela Baylmore Dated: 07/14/2015

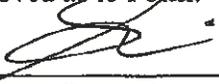
Received

AUG 05 2015

Planning Dept.

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Christopher E. Pucsek ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

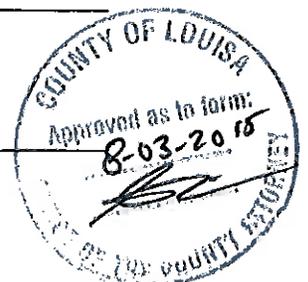
WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Chris Pucsek Dated: 7/21/15
 Print: Chris Pucsek
 Agent: Pamela Beughman Dated: 07/14/2015



14 A 14

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Gwendolyn D. Jones ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Gwendolyn Jones

Dated: 7/22/2015

Print: Gwendolyn Jones

Agent: Pamela Beuchman

Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 15 day of July, 2015, by and between Shelia Waddy ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline;

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

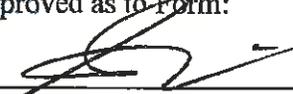
1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Shelia Waddy Dated: 7/28/15
 Print: Shelia Waddy
 Agent: Pamela Beugher Dated: 07/22/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

TM # 14 A 20A

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Janet M. Grubbs ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

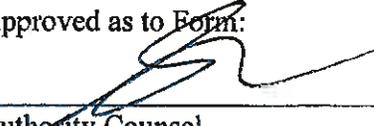
1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Janet M. Grubbs Dated: 7/21/15
 Print: AKA Janet M. Grubbs / Janet G. Green
 Agent: Patricia Beauchamp Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7-24-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between John M. & Kristie L. Sheridan ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

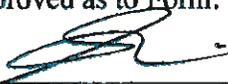
1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: John M. Sheridan Kristie L. Sheridan Dated: 07/24/15
 Print: John M. Sheridan Kristie L. Sheridan
 Agent: Pamela Bughman Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

TM # 23 A 51

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between William D. Weisenberger ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: William D. Weisenberger

Dated: 7/20/2015

Print: William Weisenberger TM

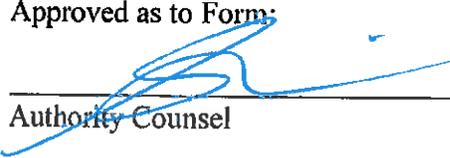
Agent: Pamela Beuchman

Dated: 07/14/2015

THIS IS THE PROPERTY WITH HORSES

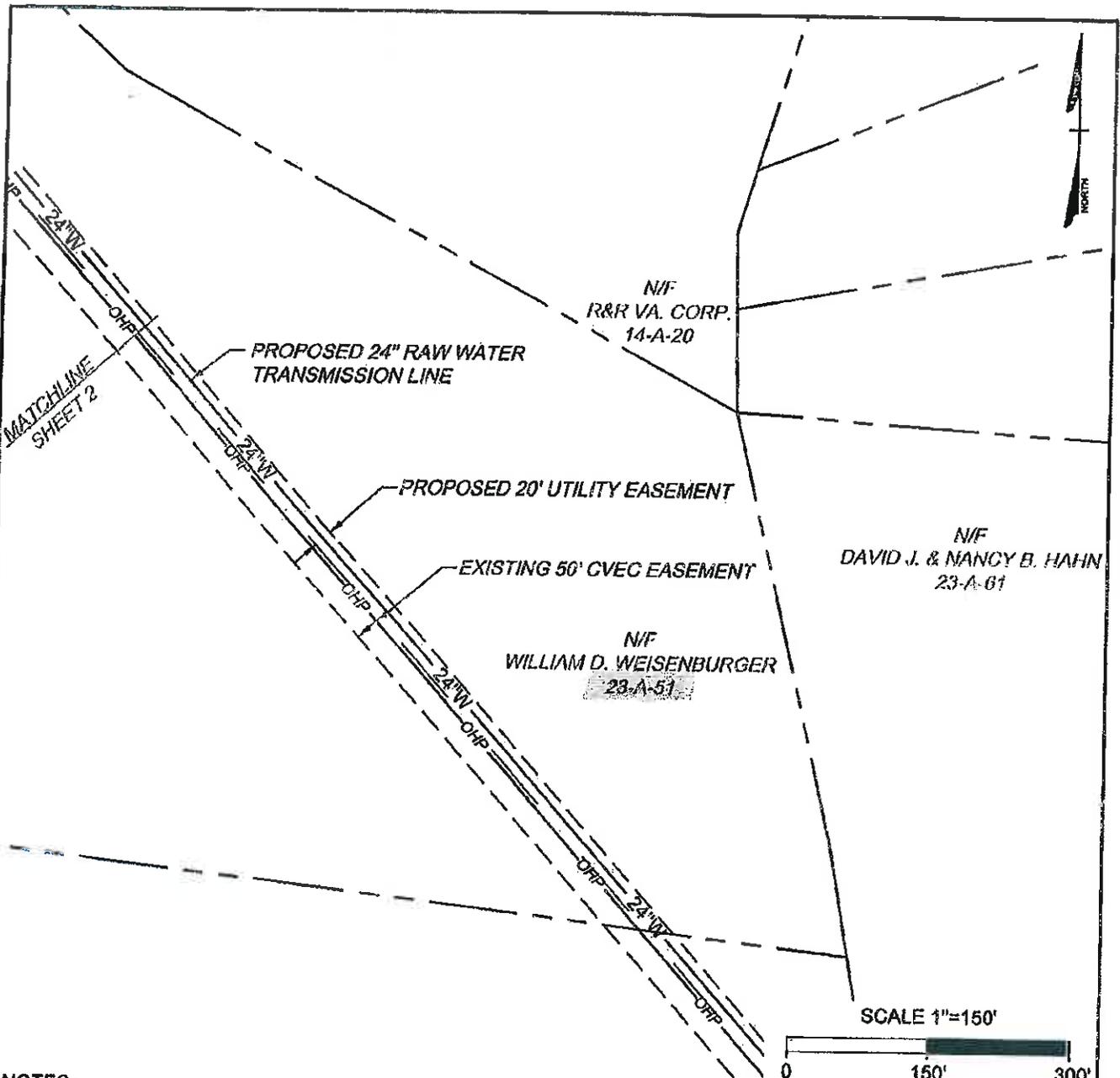
Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7-22-2015



NOTES:

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-51**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS		COUNTY OF LOUISA, VIRGINIA		
			Date: 06/11/2015	1" = 150'	
			Sheet 1 of 3	J.N.: 33973	
			Drawn by: J. ECK	Checked by: D. SAUNDERS	

TIMMONS GROUP

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Parrish Revocable Living Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Stephen Parrish Dated: 7/27/2015
 Print: STEPHEN PARRISH
 Agent: Pamela Beuchfman Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015_____

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between William R. Hodge Jr, ET AL ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

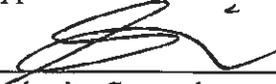
Owner: *Tammy Sayers* Dated: 7/23/15

Print: Tammy Sayers

Agent: *Penelope Beightman* Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

TM 2312D

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Smart Living Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Nancy P. Smart Dated: 7/20/2015

Print: Nancy P. Smart

Agent: Pamela Bruchman Dated: 07/19/2015

Approved as to form: [Signature]
AUTHORITY/COUNTY ATTORNEY

7-22-2015
Date

TM 23 12 A

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between William D. Weisenburger, Jr. ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: *William D. Weisenburger, Jr.*

Dated: 7/20/2015

Print: William D. Weisenburger, Jr.

Agent: *Pamela Bayliss*

Dated: 07/14/2015

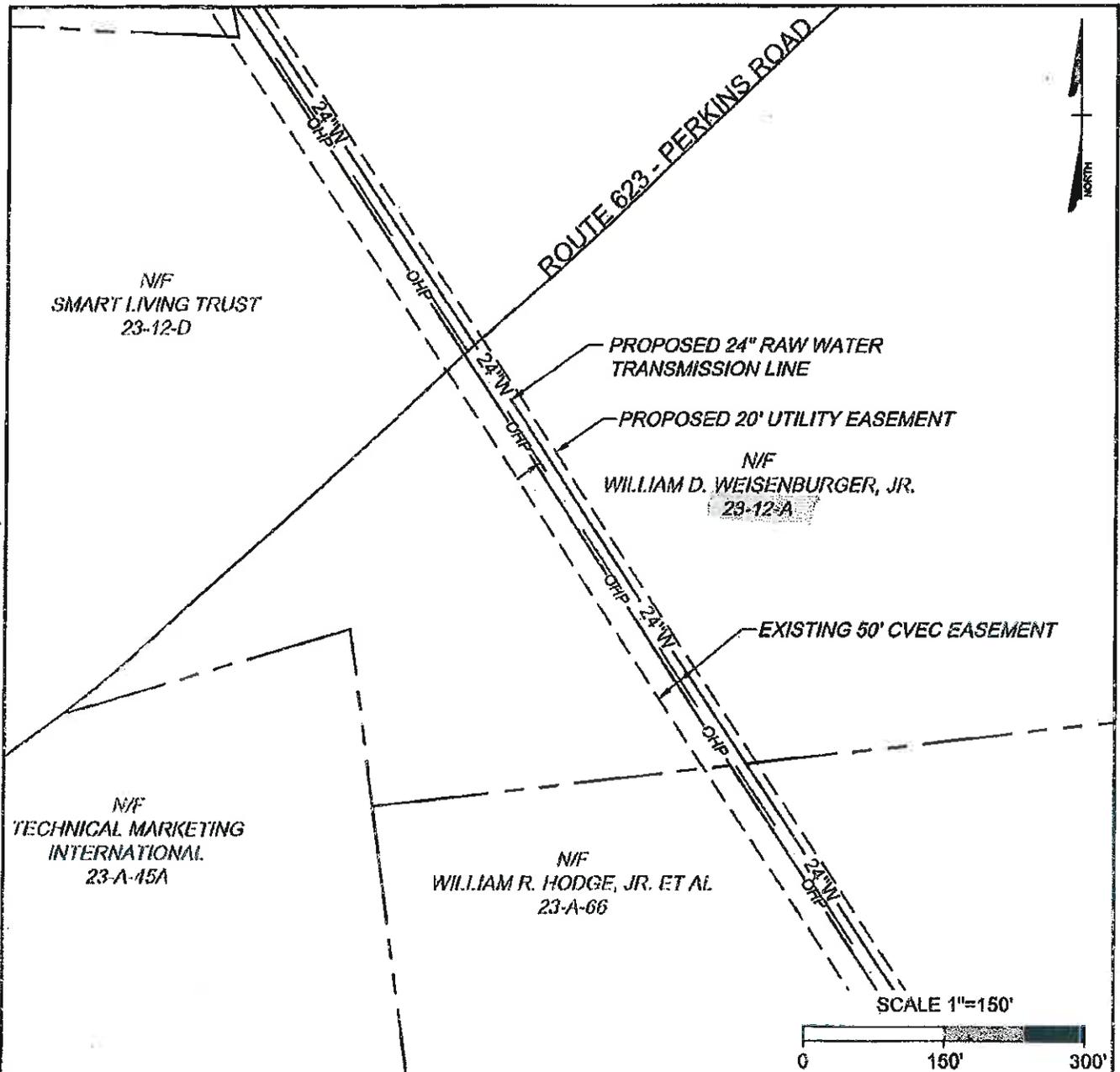
Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7-22-2015



NOTES:

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-12-A**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300 Richmond, VA 23225 TEL 804.280.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS



TM# 23 A 70

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Estate of John M. Cox ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Dorothy Beale, Executor for John M. Scott Est. Dated: July 21, 2015
 Print: DOROTHY BEALE, EXECUTOR for JOHN SCOTT EST.
 Agent: Pamela Bunchman Dated: 07/14/2015

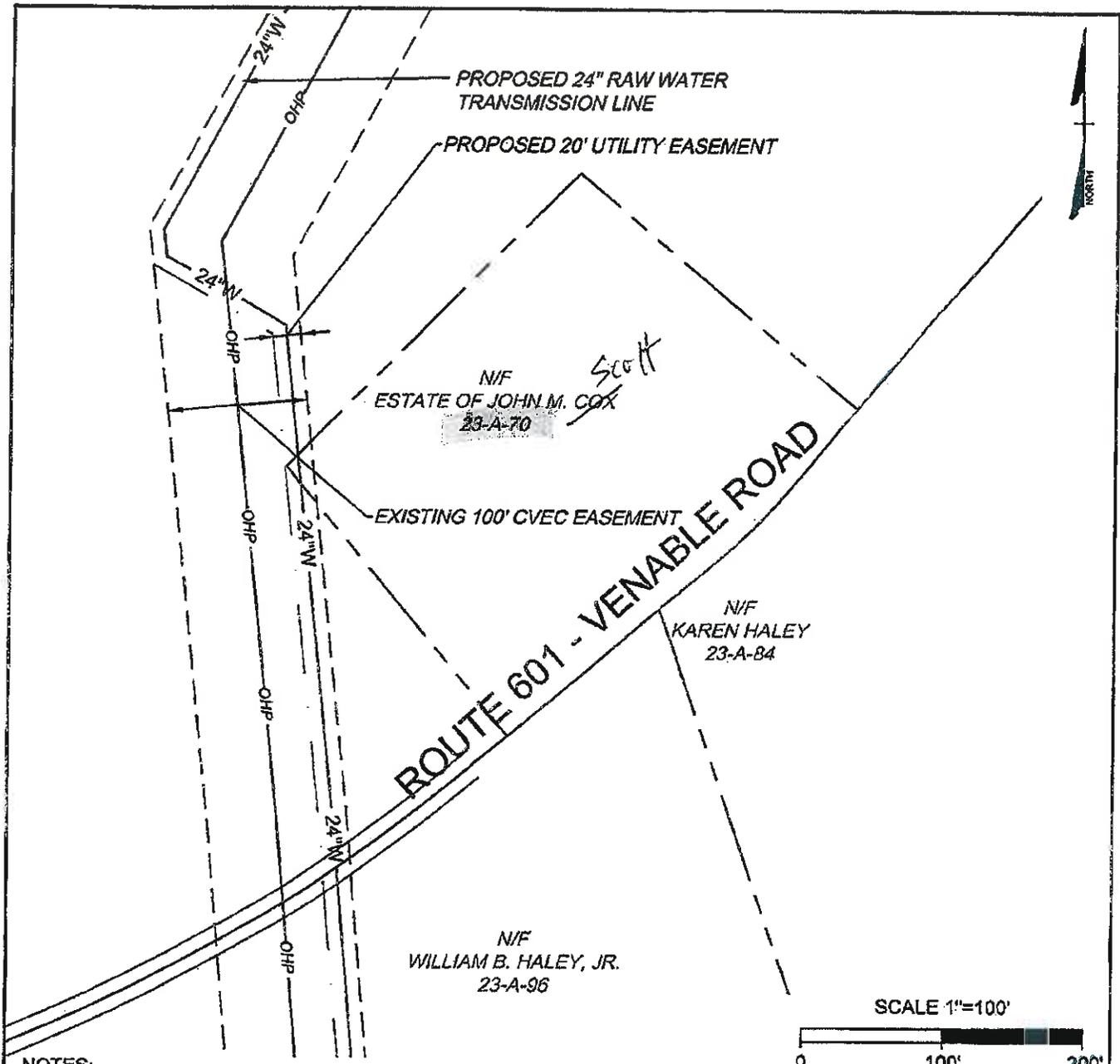
Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7-23-2015



NOTES:

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE
EXHIBIT MAP PARCEL 23-A-70**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 500 Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 100'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS



TM 23 A 94

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between William B. Haley, Jr. ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner:  Dated: 7/18/2015

Print: WILLIAM B. HALEY JR.

Agent:  Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7/20/2015

TM 23A99

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Grapetree Group LLC ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

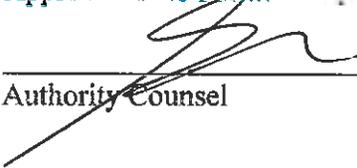
Owner: H. Edward Chapman Managing Partner Dated: 7-14-2015

Print: Grapetree Group LLC - H. EDWARD CHAPMAN

Agent: Pamela Broughman Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7-21-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Equity Trust Company ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Marla Miller Dated: 7/28/15
 Print: Marla Miller
 Agent: Pamela Baughman Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-05-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Carolyn H. Cpoenhaver ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

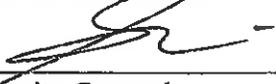
Owner: Carolyn H. Copenhaver Dated: 07/27/2015

Print: CAROLYN H. COPENHAVER

Agent: Patricia Beaufort Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Charlotte R. Kidd ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Charlotte R. Kidd

Dated: 7-25-2015

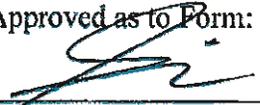
Print: Charlotte R. Kidd

Agent: Pamela Buegelman

Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Miller Revocable Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Jane M. Miller
Martin Miller
 Print: Jane M. Miller
MARTIN MILLER

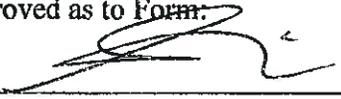
Dated: 7/23/2015

Agent: Pamela Boughman

Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between William B. Morgan, III ET UX ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

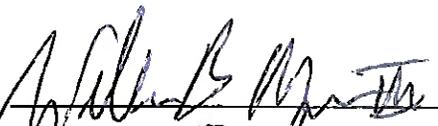
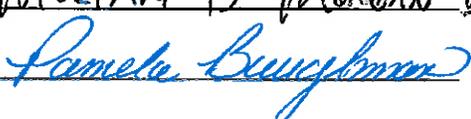
WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

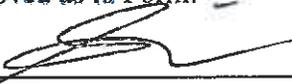
1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner:  Dated: 7-24-15
 Print: William B Morgan III
 Agent:  Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

Tm 343C

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Nellie M. Richardson ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Nellie M. Richardson Dated: July 17, 2015

Print: Nellie M Richardson

Agent: Samela Beuglman Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7/20/2015

TM 3411

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Beckman Revocable Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: David P. Beckman
Mary T. Beckman

Dated: 07/20/2015

Print: DAVID P. BECKMAN
MARY T. BECKMAN

Agent: Pamela Burchman

Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7-23-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Mary Anne Gresham, ET AL ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:



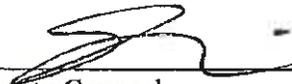

 Owner: Timothy L. Gresham Victor A. Gresham Dated: 7-25-15 7/26/15 7/27/15

 Print: Mary Anne Gresham

 Agent: Patricia Beaujourn Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Mary C. Turner ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Mary C. Turner Dated: 7/21/15

Print: Mary C. Turner

Agent: Pamela Bueghman Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Hall Revocable Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

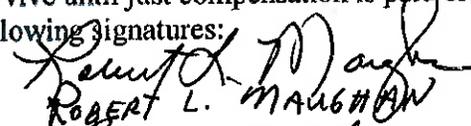
WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

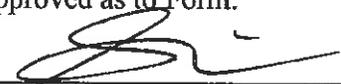
1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner:  Dated: 7/22/15
 Print: ROBERT L. MAUGHAN
 Print: ERNEST E. HALL
 Agent:  Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Hall Revocable Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

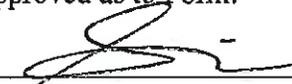
This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Robert L. Mays Dated: 7/22/15
Ernest E. Hall
 Print: _____

Agent: Pamela Beughman Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

TM'S 4431
4423

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between C. Allen & Loretta M. Haden ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: 

Dated: 7/16/15

Print: _____

Agent: 

Dated: 07/14/2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Hall Revocable Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

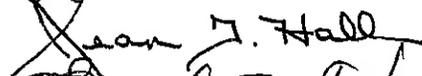
WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:


 Owner: Ernest E. Hall Dated: 7/22/15
 Print: Ernest E. Hall
 Agent: Pamela Baughman Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:

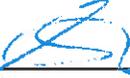


Authority Counsel

Dated: 8-03-2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7/20/2015

TM # 4425

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Jeffery S. & Emily I. Lukhard ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Jeffery S. Lukhard Dated: 7-17-15
 Print: Jeffery S. Lukhard
 Agent: Pamela Buoyman Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7-23-2015

TM
4422

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between John E. Jones ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: J.E. Jones

Dated: 7-16-15

Print: J.E. Jones

Agent: Pamela Burchman

Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7/20/2015

TM
4421

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between John E. Jones ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

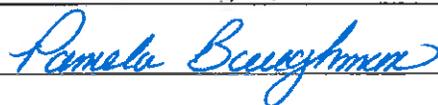
NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner:  Dated: 7-16-15

Print: J. E. Jones

Agent:  Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7/20/2015

TM # 54 A 10A

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Robert L. & Joanne H. Maughan ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

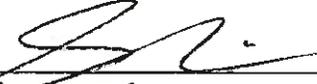
1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Robert L. Maughan
 Print: ROBERT L. MAUGHAN
 Owner: Jo Anne H. Maughan Dated: July 21, 2015
 Print: Jo Anne H. Maughan
 Agent: Pamela Bruchman Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7-24-2015

TM # 54 A 41

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Richard, Jr. & Julia N. Rose ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Julia N. Rose

Dated: 7/21/2015

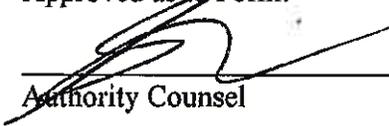
Print: Julia N. Rose

Agent: Lanette Burchman

Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 7-24-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Louis R., Sr. & Rosa L. Payne ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Rosa L. Payne Dated: 7-21-15
 Print: Rosa L. Payne
 Agent: Samela Burchman Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Paul D., Jr. & Sally C. Wylie ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Paul D. Wylie, Jr. / Sally C. Wylie
 Print: Paul D. Wylie, Jr. / Sally C. Wylie
 Agent: Pamela Buckman

Dated: 7-31-2015

Dated: 07/14/2015



AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Fermey J., Jr. & Darlene Payne ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Fermey J. Payne Jr.

Print: _____

Agent: Pamela Beughman

Dated: 7-28-2015

Dated: 07/14/2015



TU# 53 1127

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between John E. & Susan A. Henry ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

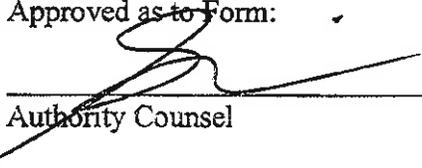
Owner: *Susan A. Henry* Dated: 7/18/2015

Print: SUSAN A. HENRY

Agent: *Pamela Boughman* Dated: 07/14/2015

Pamela Baughman, LCWA General
Manager

Approved as to Form: ✓



Authority Counsel

Dated: 7-23-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Rotche L. & Suann Strickland ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: *Rotche L. Strickland*
Suann J. Strickland
Rotche L. Strickland

Dated: *08/03/2015*

Print: *Suann L. Strickland*

Agent: *Pamela Beuchman*

Dated: *07/14/2015*

Pamela Baughman, LCWA General
Manager

Approved as to Form:



Authority Counsel

Dated: 8-10-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Canaan Saving Station Church ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Canaan Soul Saving Station Church Dated: 8/11/15

Print: Canaan Soul Saving Station Church

Agent: Pamela Beaufort Dated: 07/14/2015



July 18, 2015

Pam Baughman
General Manager
Louisa County Water Authority
P.O. Box 9
Louisa, Virginia 23093

Dear Mrs. Baughman,

Since we initially began this process my husband, John, passed away on February 9, 2015. I have enclosed the requested signed Agency Agreement from your letter dated July 14, 2015. I have also enclosed a death certificate for John and a copy of his will and probate of will in Prince William Co., VA. John and I owned the land in Fluvanna County, VA, together as husband and wife. The Agency Agreement will therefore be in my name only; and any and all future transactions will be in my name only.

If you have questions or need to contact me, please do so at H: (571) 261-4934 or C: (703) 791-3666.

Thank you.

Sincerely,

Susan G. Henry

Memorandum

DATE: November 17th, 2015
RE: Board of Supervisors APO Letter
TO: Jason Stewart
FROM: Deidre Creasy

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the December 2nd, 2015 Board of Supervisors meeting.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

NOTICE OF PUBLIC HEARING

November 16, 2015

«Owner»
«Address»
«City_State» «Zip_Code»
TMP# «TMP»

Re: Public Hearing on SUP 15:06

Dear «Owner»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced item as noted below:

Purpose: Board of Supervisor's Public Hearing
Day/Date: Wednesday, December 2, 2015
Time: 7:00 PM
Location: Fluvanna County Circuit Court Room, Palmyra, VA

The applicant or applicant's representative will be present at the Board of Supervisors meeting for the special use permit request that is described as follows:

SUP 15:06 – Louisa County Water Authority – A request for a special use permit to allow for major utilities with respect to the construction of a raw water pipeline from near Route 6 along the James River north to the Louisa County and Fluvanna County border. The properties are currently zoned A-1 (Agricultural General) and the properties are located in the Columbia Election District. The Tax Parcel Numbers of the properties affected by the proposal are as follows: 67-12-A3, 14-9-4, 14-A-14, 14-A-20A, 14-A-14A, 14-A-13, 14-A-20, 23-A-51, 23-A-61, 23-A-50, 23-A-62, 23-12-D, 23-12-A, 23-A-66, 23-A-67, 23-A-72B, 23-A-70, 23-A-96, 23-A-97, 23-A-99, 23-A-101, 23-A-102, 23-A-103, 23-A-37, 23-A-36E, 23-A-36A, 34-A-2, 34-A-4, 34-3-A, 34-3-B1, 34-3-B3, 34-3-C, 34-3-C1, 34-3-B2, 34-2-A, 34-A-17, 34-A-16, 34-A-18, 34-1-1, 34-1-3, 34-1-5, 34-1-4, 33-A-30A, 44-A-46, 44-A-46A, 44-3-1, 44-3-2, 44-2-3, 44-2-5, 44-2-4, 44-2-2, 44-2-1, 44-A-15, 44-A-17, 44-A-18, 44-A-31, 44-1-2, 44-1-3B, 54-A-10A, 54-A-14A, 54-1-1A, 54-6-C, 54-1-1, 54-2-1, 54-A-41, 54-A-43, 54-11-Z, 54-11-Y, 54-11-X, 53-11-27, 53-11-26, 53-11-19

You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at: <http://fluvannacounty.org/government/bos/agendasactionsminutes>. You can also view the report in the Fluvanna County Planning and Zoning Department during working hours (8:00 am – 5:00 pm, Monday through Friday).

If you have any questions regarding this special use permit application or the Public Hearing, please contact me at 434-591-1910.

Sincerely,

Jason Stewart
Planning and Zoning Administrator

SUP 15:06 LCWA

TMP	Name	Address	City, State	Zip
61-A-4	William Hammond	415 Gillums Ridge Rd	Charlottesville, Va	22903
61-A-1	541 Goldsborough Lane LLC	1500 StoneyCreek Ct	Richmond, Va	23233
53-A-63	G. Rodney Bialkowski	1215 Point of Fork Rd	Fork Union, Va	23055
53-11-6	John and Susan Henry	14924 Alpine bay Loop	Gainesville, Va	20155
53-11-4	Coleman and Sandra Lyttle	16251 Hunters Ridge lane	Moseley, Va	23120
53-A-60	Arsenal at point of Fork LLC	18 East Main St	Richmond, Va	23219
53-A-69	Kenneth Johnston	3775 E. River Rd	Columbia, Va	23038
53-11-20	Kenneth Droege	351 Scenic River Dr	Columbia, Va	23038
53-11-18	Central Virginia Electric Co-op	P.O. Box 247	Lovingston, Va	22949
53-11-5	Coleman and Sandra Lyttle	16251 Hunters Ridge lane	Moseley, Va	23120
53-11-25	James & Roseann Knepper	308 Scenic River Dr	Columbia, Va	23038
53-11-17	William Dooley & Patricia Arndt	133 Scenic River Dr	Columbia, Va	23038
53-11-28A	Stephanie Baskfield	50 Scenic River Dr	Columbia, Va	23038
53-11-28B	George & Ana Carr	610 Stage Junction Rd	Columbia, Va	23038
53-11-29	Philip and Susan Clifton	785 Stage Junction Rd	Columbia, Va	23038
54-A-45	Fermey & Darlene Payne	911 Stage Junction Rd	Columbia, Va	23038
54-A-44A	Mary T. Bowles	979 Stage Junction Rd	Columbia, Va	23038
54-A-44B	Mary Helen Johnson	1003 Stage Junction Rd	Columbia, Va	23038
54-A-41	Richard & Julia Rose	749 Carysbrook Rd	Fork Union, Va	23055
54-11-ZA	Rosa Payne	1149 Stage Junction Rd	Columbia, Va	23038
53-A-74	Bobbie Jo Eubank	530 Old Hundred Rd	Midlothian, Va	23114
53-3-2	George Sutton	8 Courtside Ln	Ashland, va	23005
54-4-41A	Stage Coach Properties LLC	P.O. Box 7427	Charlottesville, Va	22906
54-A-38	Michael White	9435 Bright Way Ct	Richmond, Va	23294
54-A-37	John & Barbara Lowe	P.O. Box 922	Scottsville, Va	24590
54-7-4	Mary Malone	P.O. Box 340905	Jamaica, NY	11434
54-7-3	Joseph Green	7826 Antionette Dr	Richmond, Va	23227
54-7-2	Lee Roy Dickerson	6048 Landing Point Way	Sacramento, Ca.	95823
54-7-1	Cora Harding	3216 Griffin Ave	Richmond, Va	23222
54-A-15	June Settle	10226 Dutch Hollow Rd	Rixeyville, Va	22737
54-6-B	Rotche & Suann Strickland	P.O. Box 36	Fork Union, Va	23055
54-A-14	Charles Frazier	2483 Stage Junction Rd	Columbia, Va	23038
54-6-A	Marilyn Johnson	566 Rose Hill Rd	Columbia, Va	23038
54-1-1C	Gladys Lancaster	646 Rose Hill Rd	Columbia, Va	23038
54-A-5A	Dorothy Pervall	1105 Canvas Back Ct	Upper Marlboro, Md	20774
54-A-5	Dorothy Pervall	1105 Canvas Back Ct	Upper Marlboro, Md	20774
54-A-7	Stephen & Pamela Gentry	385 Colemans Lane	Columbia, Va	23038
54-A-8	James Garrant	13408 Accent Way	Germantown, Md	20874
44-1-1	Thomas & Shirley Poore	3456 Bremo Rd	Bremo Bluff, Va	23022
54-A-11	Jose Luiz Viana	P.O. Box 10240	Rockville, Md	20849
54-A-10	Robert & Joanne Maughan	11524 Birchill Lane	Glen Allen, Va	23059
44-1-3	Jose Luiz Viana	P.O. Box 10240	Rockville, Md	20849
44-A-18A	William & Patricia Johnson	317 Shannon Hill Rd	Columbia, Va	23038
44-A-18B	Victor & Mary Gresham	3806 Stage Junction Rd	Columbia, Va	23038
44-A-22	Frances Carper/Thomas Davis	3220 Azalea Pl	Lynchburg, Va	24503

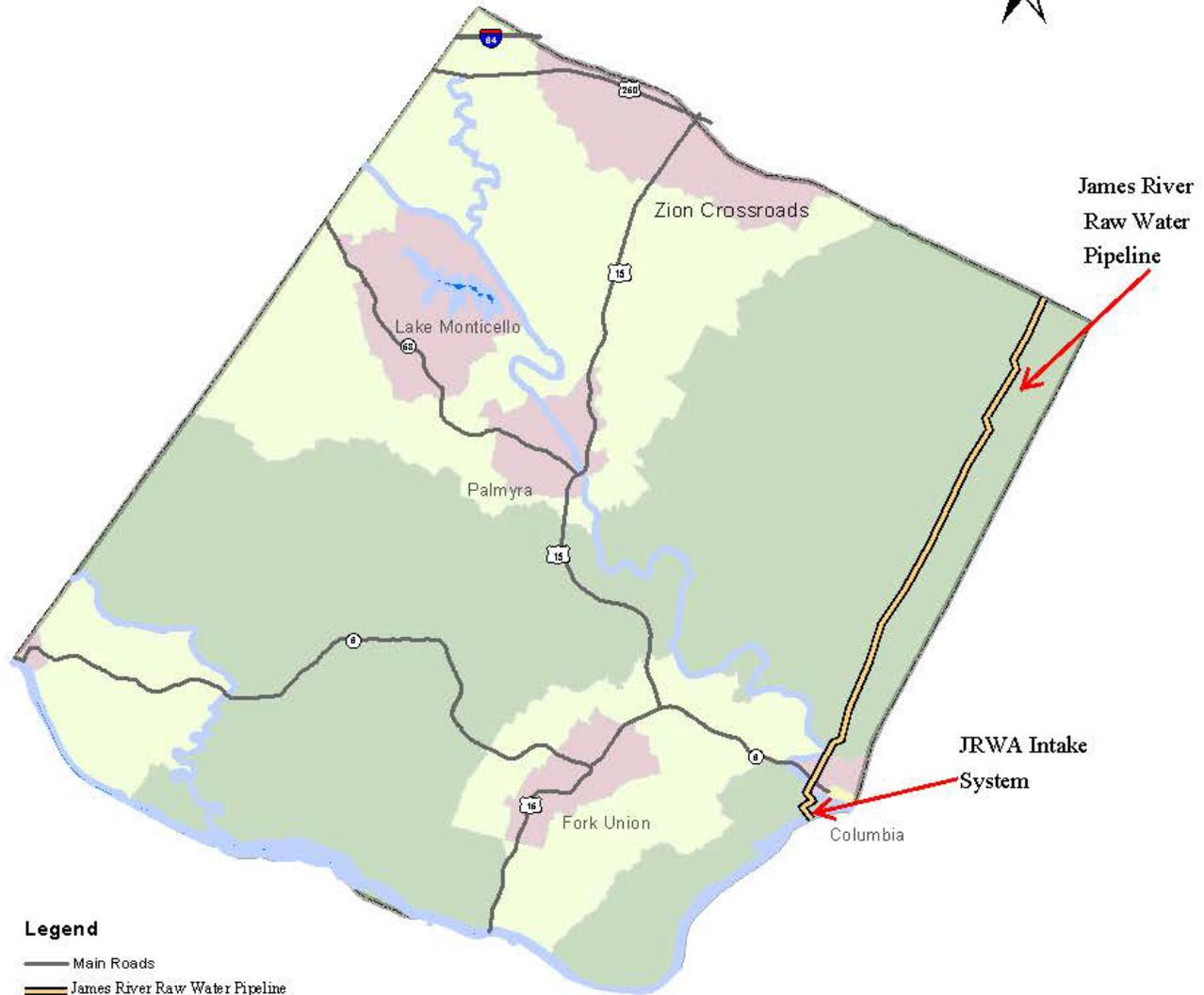
44-A-22A	Frances Carper/Thomas Davis	3220 Azalea Pl	Lynchburg, Va	24503
44-A-21	George & Elenora Bland	310 Stoneridge Way	Covington, Ga.	30016
44-A-13	Harriet Loving	6115 Stage Junction Rd	Columbia, Va	23038
44-A-14B	Kenneth & Bonnie Dickerson	364 Moonstar Ln	Columbia, Va	23038
44-5-14	Kenneth & Athena Low	332 Moonstar Ln	Columbia, Va	23038
44-A-12	Harold Turner	1074 Shannon Hill Rd	Columbia, Va	23038
44-A-8	John Rafferty & Rebecca Newlon	148 Kellam Dr	Louisa, Va	23093
44-A-7	John Rafferty & Rebecca Newlon	148 Kellam Dr	Louisa, Va	23093
44-2-2	John Jones	1401 Windsor Way	Manakin Sabot, Va	23103
44-2-4	Hall Revocable Trust	11189 Lake Shore Court	Glen Allen, Va	23059
44-2-5	Jeffery & Emily Lukhard	2426 Shannon Hill Rd	Columbia, Va	23038
44-A-2	Robert Breschel	3145 French Hill Dr	Powhatan, Va	23139
33-A-29	Simorg South Forests LLC	15 Piedmont Center Suite 1250	Atlanta, Ga	30305
33-A-30	Simorg South Forests LLC	15 Piedmont Center Suite 1250	Atlanta, Ga	30305
33-A-31	Myrtle Holland	P.O. Box 1049	Tappahannock, Va	22560
44-A-46A	Franetta Bland	2586 Community House Rd	Columbia, Va	23038
44-4-4	Fools Gold LLC	2415 Grenoble Rd	Henrico, Va	23294
44-4-3	Fools Gold LLC	2415 Grenoble Rd	Henrico, Va	23294
44-4-2	Fools Gold LLC	2415 Grenoble Rd	Henrico, Va	23294
45-A-3	Charles Dickerson	225 33rd St. N.E.	Washington, D.C.	20019
45-A-1	Margaret Massie	2931 Community House Rd	Columbia, Va	23038
45-1-1	Dana & Denise Bennett	2995 Community House Rd	Columbia, Va	23038
45-1-2	Margaret Massie	2931 Community House Rd	Columbia, Va	23038
45-A-2	Thomas & Tami Raniszewzki	29 Dupont Prwy P.O. Box 81	Saint Georges, De	19733
34-1-2	Karen & Charles Wright	3197 Community House Rd	Columbia, Va	23038
34-1-1	Beckman Revocable Trust	2299 Covered Bridge Rd	Kents Store, Va	23084
34-1-3D	James Wright	341 Douglas Ave	Portsmouth, Va	23707
34-A-22	Green Spring Timber	26 Zion park Rd	Troy, Va	22974
34-1-3C	Keith C. Wright	3197 Community House Rd	Columbia, Va	23038
34-1-3B	Keith C. Wright	3197 Community House Rd	Columbia, Va	23038
34-1-3A	Jeffrey & Helen Counts	2573 Covered Bridge Rd	Kents Store, Va	23038
33-A-34	David & Becky Peterson	2706 Covered Bridge Rd	Kents Store, Va	23084
33-A-34B	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
33-A-37	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
34-A-17	Carolyn Copenhaver	2018 Covered Bridge Rd	Kents Store, Va	23084
33-A-1	Elizabeth Sadler Revocable Trust	3826 Thomas Jefferson Pkwy	Palmyra, Va	22963
34-3-C1A	Kevin & Heather Kidd	1562 Covered Bridge Rd	Kents Store, Va	23084
34-3-C2	Janice & Alva Jones	1490 Covered Bridge Rd	Kents Store, Va	23084
34-A-3	Equity Trust Company	6 Riva Ridge lane	Stafford, Va	22566
34-A-14	Brandon & Marla Miller	6 Riva Ridge lane	Stafford, Va	22566
34-A-12	Fools Gold LLC	2415 Grenoble Rd	Henrico, Va	23294
34-A-5	Cody & Paula Stevenson	663 Covered Bridge Rd	Kents Store, Va	23084
34-A-2B	Jeffrey & Cheryl Potter	474 Covered Bridge Rd	Kents Store, Va	23084
23-A-36	Cecil & Sandra Ross	10806 Foxmore Ave	Richmond, Va	23233
22-A-66	Howard G.L.	P.O. Box 9	Rockville, Va	23146
34-A-2A	Howard G.L.	P.O. Box 9	Rockville, Va	23146
23-A-52	Thomas & Helen Fleming	P.O. Box 55	Kents Store, Va	23084

23-A-35	Carol & Mary Henley	4165 Tapscott Rd	Columbia, Va	23038
23-A-38B	Robert Hucks	6220 Venable Rd	Kents Store, Va	23086
23-A-104	George Minor Estate	11598 Game Preserve Rd	Gaithersburg, Md	20878
23-A-1	Lawrence Bowman	6736 Venable Rd	Kents Store, Va	23084
23-A-100	Henry & Virginia Sheridan	6368 Venable Rd	Kents Store, Va	23084
23-A-101A	Canaan Soul Saving St Pentecost	6576 Venable Rd	Kents Store, Va	23084
23-A-99F	Grapetree Group LLC	7506 Venable Rd	Kents Store, Va	23084
23-A-99A	Carroll & Patricia Morse	236 Tabscott Rd	Kents Store, Va	23084
23-A-95	Frank & Nan Brown	P.O. Box 39	Kents Store, Va	23084
23-A-99C	Jacqueline Able Family Trust	6736 Venable Rd	Kents Store, Va	23084
23-A-78B	Andrew & Donna Sheridan	89 Covered Bridge Rd	Kents Store, Va	23084
23-A-98	Patricia Woodson	1 Tabscott Rd	Kents Store, Va	23084
23-A-79C	Spencer Lee Barrett	7000 Venable Rd	Kents Store, Va	23084
23-A-79A	Jean M Richardson	7084 Venable Rd	Kents Store, Va	23084
23-A-80A	Jean M Richardson	7084 Venable Rd	Kents Store, Va	23084
23-A-84	Karen Haley	7388 Venable Rd	Kents Store, Va	23084
23-A-71	Anthony Smith	2435 Dogwood Dr	Palmyra, Va	22963
23-A-81	Roger Rothwell	P.O. Box 24061	Christianed, St Croix	524
23-A-72A	William & Deborah Hunsberger	7215 Venable Rd	Kents Store, Va	23084
23-A-69	Julia Key	7625 Venable Rd	Kents Store, Va	23084
23-A-66	William Hodge Jr	639 Way Station Ln	Kents Store, Va	23084
23-13-A	Paul Maosha	3706 Coles Point Way	Glen Allen, Va	23060
23-A-45A	Technical Marketing Internationa	17939 Joplin Rd	Triangle, Va	22172
23-A-64	William Weisneburger	17937 Joplin Rd	Triangle, Va	22172
23-1-3	Marian Quigley	410 Way Station Ln	Kents Store, Va	23084
23-16-6	Parrish Revocable	1 Reedy Pl	Bluffton, Sc	29909
23-16-7	Parrish Revocable	1 Reedy Pl	Bluffton, Sc	29909
23-16-8	Marvin & Marlene Dunivan	1792 Perkins Rd	Kents Store, Va	23084
23-16-9	Parrish Revocable	1 Reedy Pl	Bluffton, Sc	29909
23-A-62	Parrish Revocable	1 Reedy Pl	Bluffton, Sc	29909
23-A-61	David & Nancy Hahn	8915 Braeburn Dr	Annandale, Va	22003
23-12-C	Perkins Living Trust	7090 Covenant Woods Dr D 306	Mechanicsville, Va	23111
23-A-9	Stacy Ringle	P.O. Box 69	Kents Store, Va	23084
23-A-11A	Gregory & Jeanette Jackson	2932 Kents Store Way	Kents Store, Va	23084
23-A-11	Gregory & Jeanette Jackson	2932 Kents Store Way	Kents Store, Va	23084
23-A-6	Robert & Elizabeth Parrish	90 Parrish Lane	Kents Store, Va	23084
23-A-5	William Weisneburger	17937 Joplin Rd	Triangle, Va	22172
14-A-10	William Weisneburger	17937 Joplin Rd	Triangle, Va	22172
14-A-11	William Weisneburger	17937 Joplin Rd	Triangle, Va	22172
23-11-1	Clifton Palmateer	4 Russell Rd	Fredricksburg, Va	22405
23-11-2	Charles & Shelia Palmateer	315 Maple Ln	Kents Store, Va	23084
14-1-2	James Palmateer	88 Maple Ln	Kents Store, Va	23084
14-8-3	Janet Grubbs	1011 Leigh Mountain Rd	Green Bay, Va	23942
14-8-2	Janet Grubbs	1011 Leigh Mountain Rd	Green Bay, Va	23942
14-A-12	Odessa Parrish	P.O. Box 103	Kents Store, Va	23084
14-9-4	Arnell Simmons	6221 Cheverly Park Dr	Cheverly, Md	20785
14-A-13	Christopher Pucsek	49 Ponderosa Ln	Palmyra, Va	22963

14-A-14A	Shelia Waddy	69 Waddy Creek Dr	Kents Store, Va	23084
14-A-14	Gwendolyn Jones	65 Waddy Creek Dr	Kents Store, Va	23084
67-12-A3	Garnett and Linda Jackson	481 Kents Store Rd	Kents Store, Va	23084
14-A-20A	Janet Grubbs	1011 Leigh Mountain Rd	Green Bay, Va	23942
14-A-20	R&R VA. Corp	9505 Minna Drive	Richmond, Va	23229
23-A-51	William D. Weisenburger	P.O. Box 6	Kents Store, Va	23084
23-A-50	Robert O. Parrish ET.AL	819 Parrish Lane	Kents Store, Va	23084
23-12-D	Smart Living Trust	F301-7090 Covenant Woods Dr.	Mechanicsville, Va	23111
23-12-A	William D. Weisenburger Jr.	17932 Joplin Rd	Triangle, Va	22172
23-A-67	Mark & Mary Creasey	4499 Nahor Road	Charlottesville, Va	22902
23-A-72B	Steven & Deborah Miller	4230 Chestnut Hills Dr	Louisa, Va	23093
23-A-70	Estate of John Scott	13207 Piedmont Vista Dr	Haymarket, Va.	20169
23-A-96	William Haley Jr	10546 Louisa Rd	Gordonsville, Va	22942
23-A-97	Lorraine Everett	Sterling Valley Farm	Kresgeville, Pa	18333
23-A-99	Grapetree Group LLC	7506 Venable Rd	Kents Store, Va	23084
23-A-101	Canaan Saving Station Church	3718 Oak Avenue	Gwynn Oak, Md	21207
23-A-102	Martha jane Brice	103 Brice Lane	Kents Store, Va	23084
23-A-103	George Minor Estate	5807 Crown Street	Captiol Heights, Md	20743
23-A-37	Robert Hucks	6220 Venable Rd	Kents Store, Va	23084
23-A-36E	John & Kristie Sheridan	445 Covered Bridge Rd	Kents Store, Va	23084
23-A-36A	Michael & Celeste Cottrell	595 Covered Bridge Rd	Kents Store, Va	23084
34-A-2	Michael & Deborah Lewis	194 Covered Bridge Rd	Kents Store, Va	23084
34-A-4	Equity Trust Company	6 Riva Ridge lane	Stafford, Va	22556
34-3-A	A. Neal & Mary Smith	1450 Covered Bridge Rd	Kents Store, Va	23084
34-3-B1	A. Neal & Mary Smith	1450 Covered Bridge Rd	Kents Store, Va	23084
34-3-B3	A. Neal & Mary Smith	1450 Covered Bridge Rd	Kents Store, Va	23084
34-3-C	Nellie Richardson	1508 Covered Bridge Rd	Kents Store, Va	23084
34-3-C1	Charlotte Kidd	1562 Covered Bridge Rd	Kents Store, Va	23084
34-3-B2	William B. Morgan III	1700 Covered Bridge Rd	Kents Store, Va	23084
34-2-A	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
34-A-16	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
34-A-18	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
34-1-1	Beckman Revocable Trust	2299 Covered Bridge Rd	Kents Store, Va	23084
34-1-3	Keith C. Wright	3197 Community House Rd	Columbia, Va	23038
34-1-5	Miller Revocable Trust	295 Phillips Ln	Bumpass, Va	23024
34-1-4	Edward & Barbara Windsor	29091 Red Stone Lane	Mechanicsville, Va	20659
33-A-30A	Simorg South Forests LLC	15 Piedmont Ctr Suite 1250	Atlanta, Ga	30305
44-A-46	Helen Stinson Et. AL	P.O. Box 84	New Canton, Va	23123
44-3-1	C. Allen & Loretta Haden	133 Sugar Bush	Williamsburg, Va	23188
44-3-2	Diamond Branch Farms LLC	16332 Mile Branch Rd	Rockville, Va	23146
44-2-3	C. Allen & Loretta Haden	133 Sugar Bush	Williamsburg, Va	23188
44-2-1	John E. Jones	1401 Windsor Way	Manakin Sabot, Va	23103
44-A-15	Mary C. Turner	1074 Shannon Hill Rd	Columbia, Va	23038
44-A-17	Emma Purcell Alexander	P.O. Box 666	Louisa, Va	23093
44-A-18	Mary Anne Greshanm	13101 Middle Ridge Way	Richmond, Va	23233
44-A-31	Hall Revocable Trust	11189 Lake Shore Court	Glen Allen, Va	23059
44-1-2	Hall Revocable Trust	11189 Lake Shore Court	Glen Allen, Va	23059

44-1-3B	Jose Luiz Viana	P.O. Box 10240	Rockville, MD	20849
54-A-10A	Robert & Joanne Maughan	11524 Birchill Lane	Glen Allen, Va	23059
54-A-14A	Anne-Marie McHale/Nina Hudock	2489 Stage Junction Rd	Columbia, Va	23038
54-1-1A	J.C. McCarty	3605 Ammons Ave	Richmond, Va	23223
54-6-C	Rotche & Suann Strickland	P.O. Box 36	Fork Union, Va	23055
54-1-1	Rotche & Suann Strickland	P.O. Box 36	Fork Union, Va	23055
54-2-1	Grace Lindsay Nolting	1317 Stage Junction Rd	Columbia, Va	23038
54-A-43	Emma Jean Wells	1181 Stage Junction Rd	Columbia, Va	23038
54-11-Z	Louis SR. & Rosa Payne	P.O. Box 861	Columbia, Va	23038
54-11-Y	Mary Theresa Bowles	979 Stage Junction Rd	Columbia, Va	23038
54-11-X	Fermey & Darlene Payne	911 Stage Junction Rd	Columbia, Va	23038
53-11-27	John & Susan Henry	14924 Alpine bay Loop	Gainesville, Va	20155
53-11-26	Paul Jr. & Sally Wylie	188 Scenic River Dr	Columbia, Va	23038
53-11-19	Central Virginia Electric Co-op	P.O. Box 247	Lovingston, Va	22949

James River Water Project



Legend

- Main Roads
- James River Raw Water Pipeline
- Water

2009 Planning Areas

- Community Planning Areas
- Rural Preservation
- Rural Residential
- Town Boundaries



COURSE OF ACTION

The county's land-use vision cannot be realized without achieving the following goals by implementing the recommended strategies. However, these strategies are in no way intended to bind the policies of the Board of Supervisors, but should be used as a guide to help form and adopt the major policies and fiscal decisions of the county. Not all future projects or policies can be foreseen in the formulation of any plan, which is why the plan should be amended as needed to help support policies of the county that are not initially included in the plan.

Goal 1: To effectively implement the Comprehensive Plan land-use strategies and the Future Land Use Map.

Implementation Strategies

1. Establish a portion of the Zion Crossroads Community Planning Area as the county's designated urban development area on the Future Land Use Map.
2. Create a planned unit development (PUD) zoning district to allow for the efficient implementation of the seven community planning elements in the context of traditional neighborhood development (TND) within the urban development area and each of the community planning areas.
3. Amend the current R-3 zoning district to allow for TND, and other neotraditional planning concepts, within the community planning areas as appropriate.
4. Revise the county's zoning and subdivision ordinances so those land-use tools are consistent with the Comprehensive Plan's goals and strategies.
5. Develop new zoning and subdivision regulations that will further the desired growth patterns and property uses, as well as help to protect the rural preservation area (e.g., subdivisions with density of less than one unit per five acres, new zoning districts for rural areas to encourage a variety of housing types and rural mixture of uses, and so on).
6. Construct a public water line to the county's urban development and community planning areas as feasible, and require development projects to provide any necessary infrastructure such as waste treatment facilities, telecommunication services, road improvements, and stormwater facilities for healthy, viable community planning areas.

The county's capital improvement program (CIP) serves as the major financial planning guide for expenditures toward capital facilities and equipment. It guides development of large-scale projects for which costs exceed the amount normally available in the annual budgeting process, such as water and sewer, or government buildings. The CIP helps to ensure that major projects, considered together, are within the fiscal reach of the county. The county continually reexamines the way it does business, uses cost/benefit analyses to evaluate proposed spending projects, and strives to achieve maximum efficiency and cost savings in its operations.

Water and sewer infrastructure is critical to the long-term viability of communities in terms of cost-effectiveness and efficiency. These systems are carefully managed, and are accomplished in close cooperation with both the county and state, with particular attention to future operation and maintenance needs. Central systems are bonded if privately operated and maintained, and carefully regulated by state agencies. Consideration is given to the public operation of these systems, at least above a certain threshold as established by the county, and particularly in the community planning areas. The primary water source for the county's urban development area (UDA) is the James River water line, which is operated by a public utility authority.

Transportation infrastructure will continue to be the responsibility more of localities than of the state. Given this reality, the burden for this infrastructure shifts, in large part, to the development community for both the creation of new roads and the maintenance of existing roads, as correlated with the projected impact of the traffic each project will generate. Alternative transportation infrastructure and systems such as greenways, trails, bicycle lanes, sidewalks, and transit systems are a vital part of a healthy and diverse transportation system. Alternative transportation infrastructure through walkable, mixed-use, mixed-income communities holistically addresses the needs of the citizenry within a small area.

The green infrastructure model effectively addresses stormwater issues from cost to sustainability, thereby ensuring quality and reduced quantity of stormwater runoff. Regional stormwater controls are placed throughout the county in cooperation with major developments and individual landowners along critical drainage areas. The county also strictly enforces its own stormwater management ordinance.

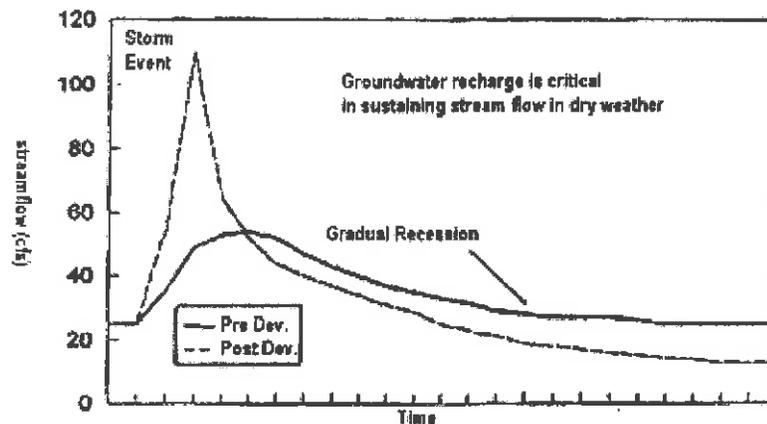


Figure I-2, Pre vs. Post Development Stormwater Runoff

Water Systems

The county's largest water system serves the Lake Monticello community, where over 40 percent of Fluvanna's population resides. This private water system is owned by Aqua Virginia and draws from the Rivanna River. The maximum daily withdrawal rate for the plant is 2.5 million gallons per day (mgd) with an annual withdrawal of 400 million gallons (which equates to a 1.1 mgd average withdrawal rate). River flows in the Rivanna are usually adequate, but also highly variable and occasionally subject to periods of severe drought. During such low-water periods, in-stream flow may be restricted by natural conditions and the demands of upstream localities and industrial users.

Other systems include the Fork Union Sanitary District, the Central Elementary/Fluvanna County High School system, and privately owned systems operating in Palmyra and Columbia. All of these systems draw from public wells. The remainder of the county residents draw their water from private sources such as wells or springs.

The Fork Union Sanitary District provides water through twenty-six miles of pipe to roughly 425 customers, including residences, small businesses, Dominion's Bremono Bluff power plant, the Fork Union Military Academy, Carysbrook, and the Fluvanna County Middle School. The district's service area includes Bremono Bluff, Fork Union, Thessalonias, Cloverdale, West Bottom, and portions of Carysbrook. In 2007, the system enhanced its volume and pressure by replacing two ground-level standpipe storage tanks with two elevated storage tanks. While this increased pressure was a positive step for the system, it highlighted the fact that the remaining infrastructure was aging. The sanitary district is preparing to review the connection fees. A typical residential connection fee was \$1,050 in 2008. For larger users, the fee is based on the actual cost to the district.

Present and long-term water needs are an issue in the county. There is much concern that the water table might not be able to adequately support existing and future wells. The county is in the design phase of a project that will bring water from the James River to provide additional capacity to the Fork Union, Palmyra, Rivanna, and Zion Crossroads areas. The county has a Memorandum of Understanding with Louisa County to share in the cost of construction of the water system and to share the available water supply equally. The existing well-based municipal systems have water tanks and pipes installed that could be integrated into a larger public water system. Reservoirs, which could also provide passive recreation opportunities, may also be considered as a means to serve the county with water. The county will develop a water supply plan in accordance with state requirements, and that plan will help the county design its public water infrastructure over the next fifty years.

Fluvanna's 2013 agreement with Louisa County, through the jointly-held James River Water Authority (created under the Virginia Water and Waste Authorities Act), will result in a pipeline which draws water from the James River near Columbia on Fluvanna's southern boundary for transmittal to Louisa County on Fluvanna's northern boundary. The water line will closely follow the existing right-of-way of the Colonial Gas Line.

Fluvanna County may, at future points, connect to the raw water line with “T” connections for distribution of water to the Community Planning Areas (the CPAs). However, any water transmitted through Fluvanna’s rural preservation districts should be raw, non-potable water, which can be treated for consumption at the CPAs. This measure is intended to mitigate the development pressures to rural areas generally associated with access to potable water.

Steven Tugwell

From: Steve Olson <solson@MyCVEC.com>
Sent: Tuesday, September 15, 2015 9:48 AM
To: Steven Tugwell
Cc: Travis Farrar
Subject: RE: September 10, 2015 TRC meeting

Steve,

CVEC does have an agreement in place to allow Louisa County Water Authority to install their facilities within CVEC's Transmission Line R/W. But they still need to obtain their own R/W easements from all the landowners along the route.

I have no comments on the other items.

Thanks,

Steven C. Olson
Field Engineering Supervisor
Reliability & System Engineering
P. O. Box 247
Lovingson, VA 22949
800.367.2832, Ext. 1450
Direct: 434.263.7631
www.mycvec.com



From: Steven Tugwell [<mailto:stugwell@fluvannacounty.org>]
Sent: Tuesday, September 15, 2015 9:40 AM
To: Alyson Sappington; Andrea Gaines; Andy Wills; Barry Bibb; Brad Sheffield; charles.miller@vdh.virginia.gov; chuck.wright@dof.virginia.gov; Deidre Creasy; Donald Gaines; Ed Zimmer; Jason Stewart; Jay Lindsey; Lewis Johnson; Lucas Lyons; Mark Wood; Mike Brent; Patricia Eager; Robert Popowicz; Roger Black; Steve Olson; Tony O'Brien; Wayne Stephens
Subject: September 10, 2015 TRC meeting
Importance: High

Please email your comments from last Thursday's meeting.

Thanks!
Steve

Steve Tugwell

October 13, 2015

Fluvanna County Board of Supervisors,
P.O. Box 540
Palmyra, Va. 22963

W.E. "Chip" Hunsberger
7215 Venable Road
Kents Store, Va. 23084

Dear Sirs:

Although my land parcel 23-A-72A is not directly called out in SUP 15:06 but is apparently adjacent to parcels (i.e. 23-A-72B & 23-A-66) of land that will be directly affected. I am writing this letter to state my opposition to Louisa County Water Authority's special use permit to construct and operate a water pipeline through this area.

Sincerely,



W.E. "Chip" Hunsberger
23-A-72A (40.0 Acres) & 23-A-73A (11.0 Acres)

Reference Letter: Notice of Public Hearing, dated September 24, 2015



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: December 2, 2015
From: Mary Anna Twisdale/ Management Analyst
To: Board of Supervisors
Subject: FY16 Capital Reserve Balances

The FY16 Capital Reserve account balances are as follows:

County Capital Reserve:

FY15 Carryover	\$15,970.00
FY16 Beginning Budget:	\$100,000.00
Less: HVAC Repairs at Various County Buildings 9.2.15	-\$42,900.00
Less: FSPCA Repairs 9.2.15	-73,700.00
Plus: Transfer from Unassigned Fund Balance 9.2.15	\$50,000.00
Available:	\$49,370.00

Schools Capital Reserve:

FY15 Carryover	\$203,733.00
FY16 Beginning Budget:	\$125,000.00
Less: Evacuation Chairs and Installation 10.21.15	-\$7,600.00
Available:	\$321,133.00



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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MEMORANDUM

Date: December 2, 2015
From: Mary Anna Twisdale/ Management Analyst
To: Board of Supervisors
Subject: FY16 BOS Contingency Balance

The FY16 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: Rivanna River Renaissance Conference Funding Support 9.2.15	-\$500.00
Less: State Vet Fee for FSPCA 9.16.15	-\$250.00
*Less: Fire Ladder Truck Replacement 9.16.15	-\$50,000
Available:	\$99,250.00

*Actual amount to be determined, not to exceed \$50,000.



**FLUVANNA COUNTY BUILDING INSPECTIONS
MONTHLY BUILDING INSPECTION REPORT
OCOTOPER 2015**

USE	Oct-14	VALUE	YTD 14	VALUE	Oct-15	VALUE	YTD 15	VALUE	Oct/Diff	VALUE	YTD	VALUE
											PERMITS	
New Homes	8	1,310,000	74	14,245,118	4	991,625	85	16,855,449	-4	(318,375)	11	2,610,331
Duplex	0	0	0	0	0	-	0	-	0	-	0	-
Single Family (Attached)	0	0	6	750,000	0	-	4	837,000	0	-	-2	87,000
Adds&Alterations	36	547,260	252	2,669,600	27	581,288	265	8,675,621	-9	34,028	13	6,006,021
Garages & Carports	1	50,000	7	433,500	0	-	13	267,500	-1	(50,000)	6	(166,000)
Accessory Buildings	1	15,000	10	137,800	0	-	8	400,839	-1	(15,000)	-2	263,039
Single Wide MH	0	0	4	113,312	0	-	4	67,488	0	-	0	(45,824)
Swimming Pools	0	0	3	63,674	0	-	5	106,200	0	-	2	42,526
Recreational Bldgs	0	0	0	-	0	-	0	-	0	-	0	-
Business Bldgs	0	0	0	-	0	-	1	1,300,000	0	-	1	1,300,000
Industrial Bldgs	0	0	0	-	0	-	0	-	0	-	0	-
Other Buildings	0	0	3	1,543,385	2	631,000	6	1,408,000	2	631,000	3	(135,385)
TOTALS	46	1,922,260	359	19,956,389	33	2,203,913	391	29,918,097	-13	281,653	32	9,961,708

FEES	Oct-14	PREV TOT	YTD 14	Oct-15	PREV TOT	YTD 15	DIFFERENCE	DIFFERENCE YTD
Building Permits	\$ 11,601.57	92,056.40	103,657.97	\$ 8,558.11	\$ 119,293.67	\$ 127,851.78	(3,043.46)	24,193.81
Land Disturb Permits	\$ 2,838.75	24,073.75	26,912.50	\$ 2,818.75	\$ 17,847.50	\$ 20,666.25	(20.00)	(6,246.25)
Zoning Permits/Proffers	\$ 1,350.00	43,100.00	44,450.00	\$ 1,050.00	\$ 15,700.00	\$ 16,750.00	(300.00)	(27,700.00)
TOTALS	\$ 15,790.32	159,230.15	175,020.47	\$ 12,426.86	\$ 152,841.17	\$ 165,268.03	\$ (3,363.46)	(9,752.44)

INSPECTIONS	Oct-14	PREVIOUS	YTD 14	Oct-15	PREVIOUS	YTD 15		
	167	1,324	1,491	206	1,580	1,786	39	295


 Darius S. Lester
 Building Official

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