

**James River Water Authority
Board of Directors Meeting
181 Clubhouse Way
Zion Crossroads, Virginia
September 5, 2017
10:30 A.M.**

Regular Business Meeting of the James River Water Authority Board of Directors

I. Call to Order

II. Adoption of Agenda

III. Items from the Public

IV. Approval of Minutes of Preceding Meeting

- a. August 1, 2017 – Regular Meeting

V. Financial Report

- a. Bills Approval
 - i. Quickbooks Annual Subscription
 - ii. CSX Transportation, Inc.
 - iii. US Bank for Debt Service Payment

VI. Discussion/Information Items

- a. Tier 1 Plan Update for VWP Individual Permit No. 14-0343

VII. Action Items

- a. CSX Transportation Facility Encroachment Agreement

VIII. Consent Agenda

IX. Closed Meeting

X. Adjournment

The James River Water Authority Board of Directors reserves the right to amend and/or change the Agenda the day of the meeting.

BY ORDER OF:
GOODMAN B. DUKE, CHAIRMAN
BOARD OF DIRECTORS
JAMES RIVER WATER AUTHORITY

**JAMES RIVER WATER AUTHORITY
BOARD OF DIRECTORS
SPRING CREEK SPORTS CLUB
181 CLUBHOUSE WAY
ZION CROSSROADS, VIRGINIA
August 1, 2017
10:30 A.M.**

Present: Goodman Duke (Chairman), Joe Chesser (Treasurer), Mark Dunning, Steven Nichols, and Christian Goodwin

Absent: D.D. Watson

Others Present: Mr. Brendan Hefty, Legal Counsel (Hefty, Wiley, and Gore); Greg Krysiniaik (Faulconer Construction); Mike Knight (MBP Engineering), Doug Wylie (property owner); and Joe Hines (Timmons Group)

CALL TO ORDER

Chairman Duke called the meeting of the James River Water Authority (JRWA) Board of Directors to order at 10:30 a.m. Mr. Nichols led the Board in the Pledge of Allegiance.

ADOPTION OF AGENDA

On the motion of Mr. Goodwin, seconded by Mr. Chesser which carried by a vote of 5-0, the Board approved the agenda with the addition of a discussion item regarding Department of Environmental Quality (DEQ) permit reporting requirements.

APPROVAL OF MINUTES OF PRECEDING MEETING

On the motion of Mr. Chesser, seconded by Mr. Nichols, which carried by a vote of 5-0, the Board approved the minutes of the July 12, 2017 meeting.

FINANCIAL REPORT

Mr. Chesser noted that a total of \$449,393.09 was available to meet funding obligations.

Bills as presented in the packet were considered. On the motion of Mr. Goodwin, seconded by Mr. Nichols, which passed by a vote of 5-0, the payments were approved.

DISCUSSION/INFORMATION ITEMS

Discussion – Army Corps of Engineers Permit Update

Mr. Goodwin reported that the process was continuing, and asked to have a more detailed discussion with consultation from legal counsel in closed session.

Discussion – DEQ Permit Reporting Requirement

Mr. Goodwin noted that the withdrawal permit approved by DEQ in 2014 included a requirement that the member localities report water system infrastructure development efforts in conjunction with the project, and that the deadline for such reporting was June 30, 2017. Though construction is not yet underway on the JRWA section, both Louisa and Fluvanna Counties are constructing their respective systems. Mr. Nichols expressed concern regarding responsibility for the reporting. Mr. Dunning suggested a review of the Authority’s permits so that a timeline for any future reporting could be generated, and Mr. Knight agreed to work on the same. Mr. Nichols agreed to contact DEQ to ascertain the extent of reporting in the current situation.

ACTION ITEMS

(none)

CLOSED SESSION

On the motion of Mr. Goodwin, seconded by Mr. Chesser, which carried by a vote of 5-0, the Board voted to enter Closed Session at 10:48 a.m. for the purpose of discussing the following:

1. In accordance with 2.2-3711(A)(7) for consultation with legal counsel regarding the issuance of the U.S. Army Corps of Engineers’ permit.

RESUMPTION OF REGULAR SESSION

On the motion of Mr. Goodwin seconded by Mr. Nichols, which carried by a vote of 5-0, the Board voted to return to regular session at 11:13 a.m.

RESOLUTION - CERTIFICATION OF CLOSED SESSION

By roll call, which carried by a vote of 5-0, the Board voted to adopt the following resolution:

WHEREAS, the James River Water Authority Board of Directors has convened a Closed Meeting pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, §2.2-3712.D of the Code of Virginia requires a certification by the James River Water Authority Board of Directors that such closed meeting was conducted in conformity with the Virginia Law.

NOW, THEREFORE BE IT RESOLVED that the James River Water Authority Board of Directors does hereby certify that, to the best of each member's knowledge, (i) only public business

matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting was heard, discussed or considered by the James River Water Authority Board of Directors.

NAME

D.D. Watson
Mark Dunning
Christian R. Goodwin
Steven M. Nichols
Goodman B. Duke

VOTE

(absent)
Yes/Aye
Yes/Aye
Yes/Aye
Yes/Aye

ADJOURNMENT

On the motion of Mr. Goodwin, seconded by Mr. Chesser, which carried by a vote of 5-0, the Board voted to adjourn the meeting at 11:13 a.m.

BY ORDER OF:

GOODMAN B. DUKE, CHAIRMAN
BOARD OF DIRECTORS
JAMES RIVER WATER AUTHORITY

QuickBooks Online Simple Start
1223031595

Payment To
Intuit

Payment Date
10 Jul 2017

ITEM DETAILS	AMOUNT
Base Subscription	\$160.00
Tax	\$0.00
Total \$160.00	



Invoice

Page 1 of 1
 Account/Contract No. CSX845004
 Customer Project No.
 Date 8/4/2017

Customer

JAMES RIVER WATER AUTHORITY
 132 Main St, 3rd Floor County Administration
 Palmyra, VA 22963

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due U.S. Dollars \$ 6,225.00

Fees Summary

Application Review Fee	\$	3,500.00
Railroad Protective Liability	\$	750.00
Passenger Service Surcharge	\$	375.00
License Fee	\$	5,100.00
Money on File	\$	(3,500.00)

Total Current Fees in U.S. dollars \$ 6,225.00

CSX Federal ID No. 54-6000720
 CSX Canadian ID No. 105203095 RC 0001
 CSX Quebec ID No. 1022434469 IC 0001

Please remit payment to: CSX Transportation, Inc.

Legal Address:
 500 Water Street, J180
 Jacksonville, FL 32202

Mailing Address:
 500 Water Street, J180
 Jacksonville, FL 32202

Questions? Contact:

Flavio_Rosa@csx.com
 904.279.3860



All of us serving you

August 11, 2017

Mr. Steve Nichols
James River Water Authority
P.O. Box 540
132 Main Street
Palmyra, VA 22963

Subject: Semi-Annual Payment Amount
VRA Pooled Financing Program, Series 2016A - James River Water Authority

Dear Mr. Nichols

Your principal and/or interest payment related to the referenced bond issue will be due on: October 1, 2017

Interest:	\$171,128.13
Principal:	\$130,000.00
Less Bill Credit:	\$1,236.85
Total Due:	\$299,891.28

Payments should be made payable to U.S. Bank N.A. on or before the due date, as follows:

Wire Instructions:

RBK: U.S. Bank N.A.
ABA: 091000022
BNF: SE WIRE CLRG
A/C #: 173103781824
OBI: Pat Welling
Ref: James River Water Authority - 214245000

Checks – First Class Mail

U.S. Bank Operations Center
Attn: Trust Finance Management
P.O. Box 86
Lockbox Services-SDS 12-2699
Minneapolis, MN 55486-2699

Checks – Overnight Express Mail

U.S. Bank Operations Center
Lockbox Services-SDS 12-2699
EP-MN-01LB
1200 Energy Park Drive
St. Paul, MN 55108

Please do not hesitate to call me if you have any questions or if I can be of any assistance.

Very truly yours,

Pat Welling
Vice President
U.S. Bank N.A.
EX-VA-URIT
Two James Center
1021 E Cary St., Suite 1850
Richmond, VA 23219
Tel: 804-771-7933
Fax: 804-771-7941



JAMES RIVER WATER AUTHORITY

132 Main Street, P.O. Box 540, Palmyra, VA 22963



BOARD OF DIRECTORS

Goodman B. Duke, Chair
Louisa County

D. D. Watson, Vice Chair
Louisa County

Joe Chesser, Sec./Treasurer
Fluvanna County

Charles M. Dunning
Fluvanna County

Christian Goodwin
County Administrator
Louisa County

Steven M. Nichols
County Administrator
Fluvanna County

Brendan S. Hefty
Legal Counsel

August 18, 2017

Virginia Department of Environmental Quality
Office of Water Supply
Attn: Brian McGurk
P.O. Box 1105
Richmond, Virginia 23218

Re: Tier 1 Plan Update for VWP Individual Permit No. 14-0343

Dear Mr. McGurk,

1. This update report is hereby submitted in compliance with Part I.F.4 of the subject permit. The James River Water Authority (JRWA) regrets the delay in submitting the report by the initial submission date of June 30, 2017. The JRWA has been focused on preliminary plans, property acquisition, and the necessary project permits and we overlooked this first reporting requirement.
2. JRWA project construction is not likely to begin until early 2018 since we are still awaiting issuance of the USACE Permit and the associated Burial Permit from the Virginia Department of Historic Resources. As you know, the project has received the requisite DEQ and Virginia Marine Resources Commission permits. We have also completed acquisition of all necessary property and property easements.
3. While waiting on start of JRWA construction, however, both Fluvanna and Louisa Counties have proceeded with their separate water project planning and construction efforts in anticipation of the JRWA project completion. Tier 1 activities for each county are outlined in enclosures (1) and (2).
4. For additional information or clarification, please contact me at (434) 591-1910 or by email at snichols@fluvannacounty.org. Mr. Christian Goodwin, Louisa County Administrator, can be contacted at (540) 967-0401 or by email at cgoodwin@louisa.org.

Sincerely,

Steven M. Nichols
Fluvanna County Administrator
Member, JRWA Board of Directors

Attachments:

- A – Fluvanna County Tier 1 Plan Update
- B – Louisa County Tier 1 Plan Update

Attachment A
Fluvanna County Tier 1 Update
VMP Individual Permit No. 14-0343

Section 4 - Required Tier 1 Capital Improvements in order for Fluvanna County to serve its Zion Crossroads service area.

Section 4a - Summary of Capital Improvements that must be completed to transport, treat and distribute treated drinking water to the Zion Crossroads service area in Fluvanna County include:

JRWA Projects (Covered elsewhere)

1. *Raw Water Intake, Pump Station & Raw Water Line to Columbia*

Louisa County Projects (Covered Elsewhere)

2. *Raw Water Line from Columbia to Ferncliff*
3. *Water Treatment Plant in Ferncliff*
4. *Water Distribution Line extension from Ferncliff to existing Zion Crossroads water system.*

Fluvanna County Projects

5. New Water Booster, Storage and Distribution System in Fluvanna County's Zion Crossroads service area, to include:
 - a) Connection to Louisa County's Zion Crossroads water system near the intersection of Rt 15 and Rt250.
 - b) Approximately 3.5 miles of 12" water main in Fluvanna County, extending along Rt 250 from Rt 15 to the Fluvanna Correctional Center for Women.
 - c) Connection to the Department of Correction's water system, and associated water booster station, to serve as initial and future alternate source of water for Fluvanna's Zion Crossroads Water System (current limit = 75,000 gpd).
 - d) A 500,000 gallon elevated water storage tank in Fluvanna County near the intersection of Rt 15 and Rt 250.

Section 4b – Location(s) of wastewater treatment facilities that will treat any part of the Tier 1 water withdrawn from the JRWA Raw water intake and the watershed to which return flows will be discharged.

1. Louisa County (Covered Elsewhere)
2. Fluvanna County
 - a) Fluvanna County's Zion Crossroads infrastructure project includes a wastewater collection and conveyance component which will initially collection, convey and discharge up to

100,000 gpd of wastewater to the Department of Correction's WWTP at the Fluvanna Women's Correctional Facility.

- b) Fluvanna County is in the initial stages of negotiations with DoC to potentially expand this plant to allow for an additional 300,000 gpd, or more, of flows from Fluvanna's Zion Crossroads service area. This WWTP discharges to Mechunk Creek in the Middle James Watershed.
- c) Fluvanna County is also investigating a range of other sewage treatment and disposal alternatives, from allowing certain low-intensity uses to utilize on-site disposal systems, to construction of a County-owned WWTP. As of this date, it is assumed that any/all discharges of treated wastewater for Fluvanna's Zion Crossroads service area will be to the Middle James Watershed.

Section 4c – Anticipated Completion Dates for identified capital improvements:

JRWA Projects (Covered elsewhere)

Louisa County Projects (Covered Elsewhere)

Fluvanna County Projects – Fluvanna County's current Zion Crossroads Water & Sewer Infrastructure Project is at 95% completion of final design. Plans have been submitted by the County's consultant to DEQ, VDH and other state, local and federal agency for review and permitting. Land/Easement Acquisition is underway. Current schedule for completion is as follows:

- Project to Bid – Fall 2017
- Start of Construction – Late Fall 2017/Early Winter 2018
- Completion of Construction – Late Spring 2019/Early Summer 2019
- Start-up of Water & Sewer Systems - Summer 2019

Attachment B
Louisa County Tier 1 Update
VMP Individual Permit No. 14-0343

Section 4: Required Tier 1 Capital Improvements in order for Louisa County to serve Designated Growth Areas identified in the permit application as Tier 1 and also in our Long Range Water Supply Plan.

Section 4a: Summary of Capital Improvement that must be/have been completed in order to convey, treat and distribute potable water to our Designated Growth Areas.

Louisa County Projects:

1) Finished Water Line:

- a. Zion Crossroads to Ferncliff, paralleling Rt. 250. (Combo 16" & 20" piping)
- b. Total linear feet: ~ 43,000
- c. Project is 97% complete
- d. Finished water line pressure and Bac T testing – September 4th start date.
- e. Substantial completion and service to the Ferncliff Business Park scheduled for October 1, 2017.
- f. All easements for the project are controlled by the LCWA and/or the Louisa County Board of Supervisors.

2) Water Treatment Plant:

- a. The water treatment plant is under construction and at this time it is 44% complete.
 - i. Pre-settling basin (5 Million Gallons)
 - ii. Finished Water Tank (2 Million Gallons)
 - iii. Foundation and footing work for the treatment facility
 - iv. Related site work and ground piping work
- b. Substantial completion is scheduled for June 2018

3) Raw Water Line:

- a. 24" raw water line is currently being strung across properties that are controlled by the LCWA.
- b. Easement acquisition for this section of the project is 95% complete and we currently have 5 properties, 3 owners that we have not closed conventionally or by means afforded to us via legal takes.
- c. We are awaiting one final Army Corp permit determination related to time of year restrictions for construction activity in a couple of stream crossings on the linear project. We expect the final permit in mid-September 2017 and at that time we are scheduled to begin excavation for the installation of the 24" raw water line.
- d. Clearing contractors have cleared 60% of the linear project to date. They continue to clear on properties controlled by the LCWA.

- e. Our blasting contractors have completed test blasting and identified areas of additional blasting along the linear project.
- f. 15% of rural road crossings have been completed to date.
- g. Substantial completion scheduled for December 2018.

Section 4b: Location(s) of wastewater treatment facilities that will treat any part of Tier 1 water withdrawn from the JRWA Raw Water intake and the watershed to which return flows are discharged.

- a. Tier 1 wastewater treatment will occur at our Zion Crossroads Wastewater Treatment Facility. This facility currently serves both the Zion Crossroads and Ferncliff Growth Areas. Waste collected in both growth areas is forced and gravity fed to the plant and then discharged into the South Anna River in the York River Watershed.

Section 4c – Anticipated Completion Dates for identified capital improvements:

See above sections.

Agreement Checklist

Please perform the following when executing the attached instrument:

- X Sign the signature page in order to execute the agreement. Once of the following should apply.

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President, or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. **(Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President.)** If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. (Municipal Corporation, furnish copy of such Resolution.)

If the Agreement is with an INDIVIDUAL, that individual should sign the Agreement exactly as the name is set out in the caption of the Agreement. If the name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears.

If the Agreement is with a PARTNERSHIP, all general members of the partnership should execute the document unless one member of the firm has been designated managing partner or expressly by the partnership to execute the Agreement. (Furnish copy of such authority.)

- X NAME(S) and TITLE (S) of person (s) executing the agreement must be typed or printed in ink directly beneath signature (s).

- X **Social Security Number is required if Agreement is with an INDIVIDUAL, if Agreement is with other than an INDIVIDUAL, a Tax identification Number is required.**

- X Furnish Certificate of Insurance which states "CSX Transportation, Inc. as additional insured in the Description Box on the certificate, which is required under the INSURANCE Article, Certificate Holder address should be as follows:

CSX Transportation
Speed Code J180
500 Water Street,
Jacksonville FL 32202.

Questions regarding the insurance requirements should be directed to this office for handling.

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of August 4, 2017, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, herein after called "Licensor," and JAMES RIVER WATER AUTHORITY, a municipal corporation, political subdivision or state agency, under the laws of the Commonwealth of Virginia, whose mailing address is 132 Main Street, Virginia 22963, herein after called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), herein after called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twenty-four inch (24") diameter sub-grade pipeline crossing, solely for the conveyance of reclaimed/non-potable water, located at or near Columbia, Fluvanna County, Virginia, Florence Division, Rivanna Subdivision, Milepost CAB-5739, Latitude N37:45:05., Longitude W78:10:31.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right thereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having

jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment therein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State Law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence,

operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State Law (constitutional or statutory, as amended), during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State Law (constitutional or statutory, as amended), Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;
- (iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured,

written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant thereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 434-591-1910.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as

or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 To the fullest extent permitted by State Law (constitutional or statutory, as amended), Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction,

installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an

auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

JAMES RIVER WATER AUTHORITY

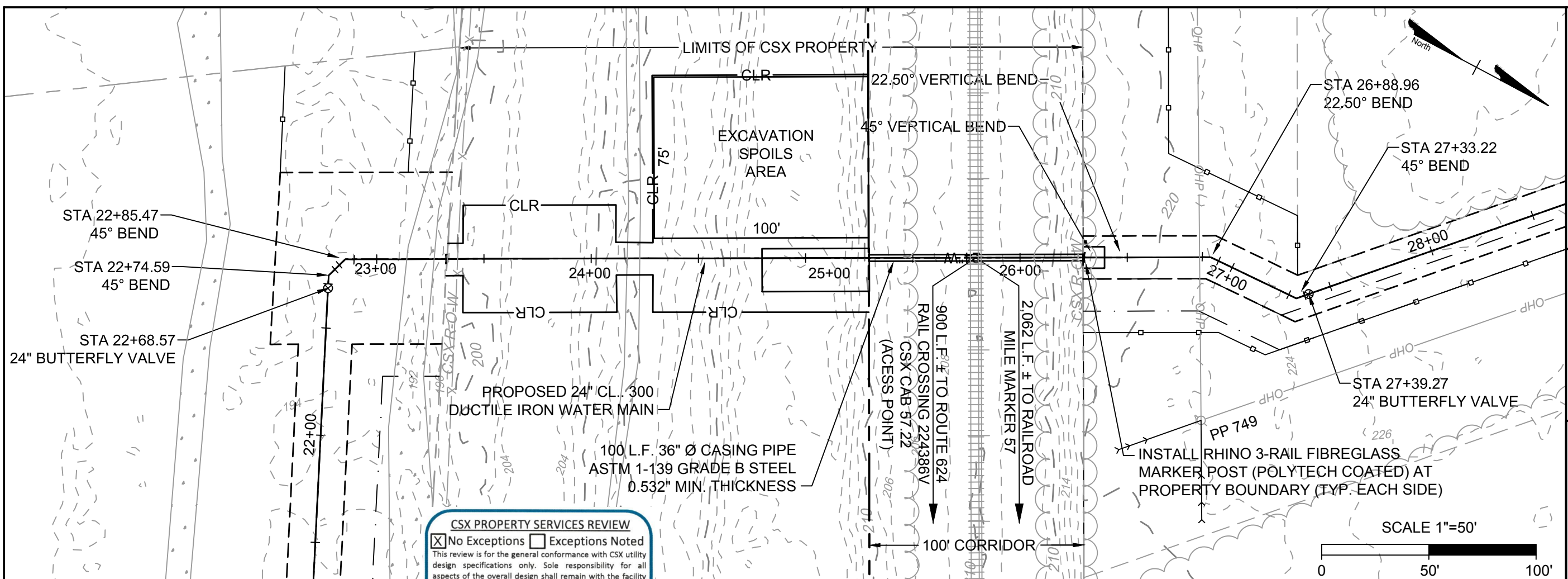
By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____



CSX PROPERTY SERVICES REVIEW
 No Exceptions Exceptions Noted
 This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.
 By: *Thur Parry*

CSX RAILROAD UNDERGROUND UTILITY CROSSING NOTES

1. THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
2. CASING PIPE ENDS TO BE SEALED IN ACCORDANCE WITH CURRENT CSXT SPECIFICATIONS.
3. RESTRAIN ALL PIPE JOINTS AND FITTINGS WITHIN CSX RIGHT OF WAY.
4. ALL DISTURBED AREAS WITHIN THE CSX RIGHT OF WAY ARE TO BE RESTORED TO PRE CONSTRUCTION CONDITIONS WITH RESPECT TO GRADE AND ELEVATION AND HAVE SEED AND STRAW MULCH APPLIED PER VESCH REQUIREMENTS.

CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS		
	Commodity Description:	NON POTABLE WATER	
	Maximum Operating Pressure:	240 PSI	
	Is Commodity Flammable:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CARRIER/CASING PIPE DETAILS			
		Carrier Pipe	Casing Pipe
Page 13, C); & 17, D)	Pipe Material:	DUCTILE IRON	WELDED STEEL
Page 13, C); & 17, D)	Material Specifications & Grade:	AWWA C151/ANSI A21.51	ASTM 1-139 GRADE B
Page 13, C); & 17, D)	Specified Minimum Yield Strength:	42,000 PSI	35,000 PSI
	Nominal Size Outside Diameter (Inches):	25.80 INCHES	37.06 INCHES
Page 14, ii), (d)	Wall Thickness (Inches):	0.40 INCHES	0.532 INCHES
Page 13, C); & 17, D)	Type of Seam:	N/A	WELDED
Page 13, C); & 17, D)	Type of Joints:	PUSH ON W/ RESTRAINT	N/A
Page 16, v)	Tunnel Liner Plates Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Cathodic Protection:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Type:	
	Protective Coating:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Type:	
	Temp. Track Support or Rip-Rap Req:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Must Describe & Show on Dwg.	

Location: 2,062' West of Rail Mile Marker 57 at the Town of Columbia, Va.

Latitude: N 37° 45' 5.40"

Longitude: W 78° 10' 31.01"

Drawing No.: 33927-CSX-UTIL Sheet: 1 of 3

Drawing Date: 05 / 26 / 2017 Revised: / /

Drawing Scale: V 1 Inches = 5 Feet

Drawing Scale: H 1 Inches = 50 Feet

TIMMONS GROUP
 JAMES RIVER WATER AUTHORITY RAW WATER MAIN
 FLOUVANNA COUNTY - VIRGINIA
 CSX RAILWAY CROSSING PERMIT - PLAN VIEW
 SHEET NO. 33927
 CSX 1 of 2

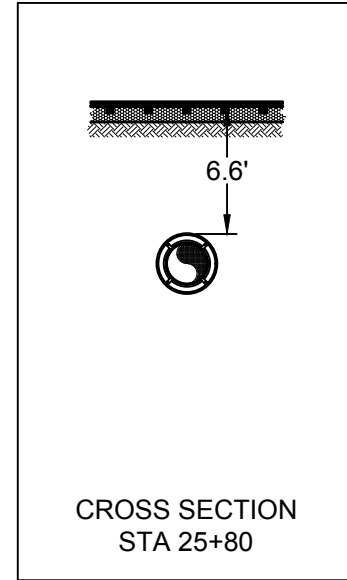
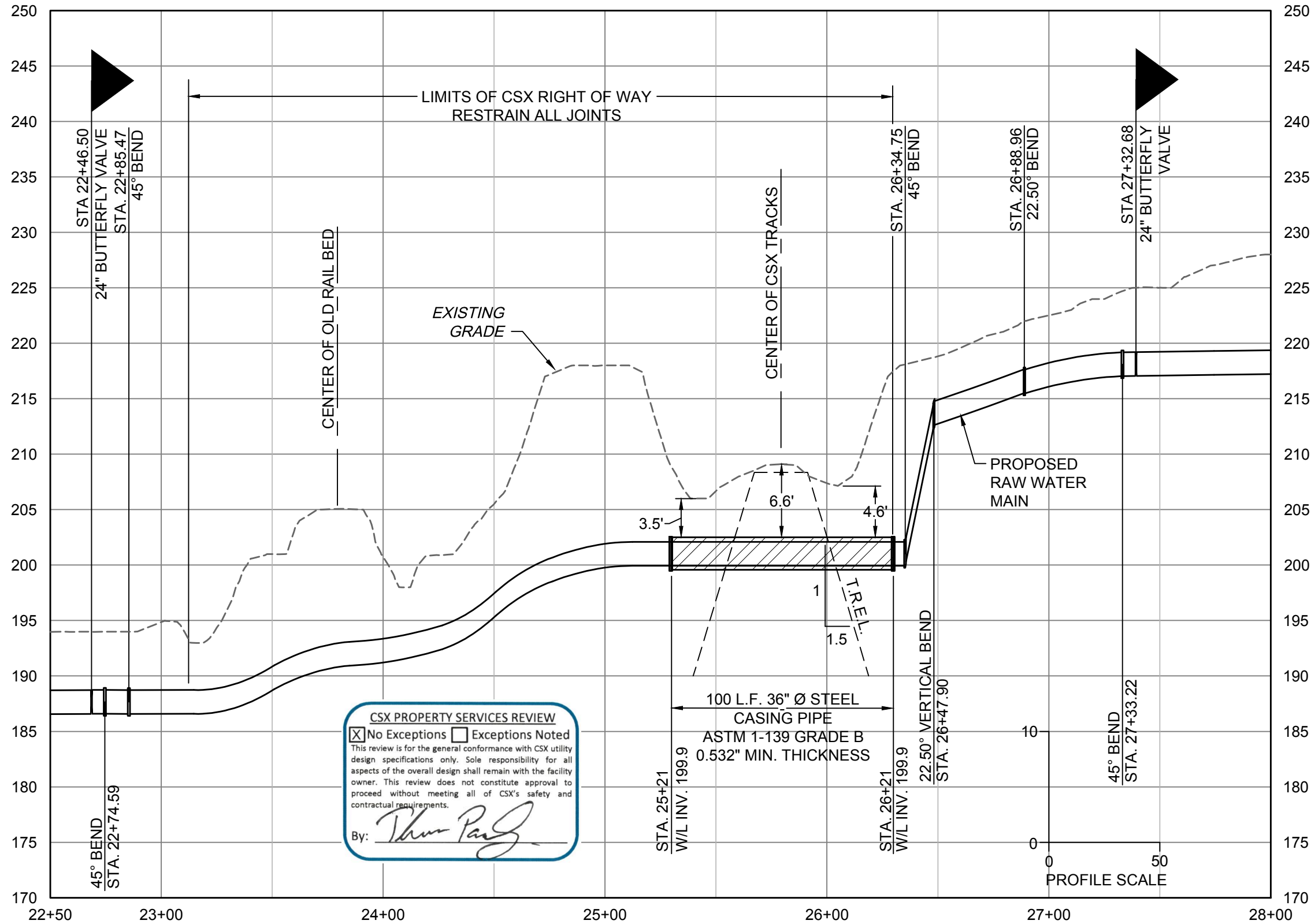
THIS DRAWING PREPARED AT THE CORPORATE OFFICE
 1001 Boulders Parkway, Suite 300 | Richmond, VA 23225
 TEL 804-200-6500 FAX 804-560-1016 www.timmons.com

YOUR VISION ACHIEVED THROUGH OURS.

REVISION DESCRIPTION	DATE
	06-07-17

DRAWN BY: J. CARTER
 DESIGNED BY: J. CARTER
 CHECKED BY: D. SAUNDERS
 SCALE: 1" = 50'

L:\2013\3927 - James River Water Project\DWG\Sheet\CD\33927-CSX-UTIL.dwg | Plotted on 6/9/2017 4:46 PM | by James Carter



L:\2013\3927 - James River Water Project\DWG\Sheet\CD\33927-CSX-UTIL.dwg | Plotted on 6/8/2017 10:50 AM | by James Carter

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.

DATE: 06-07-17
 DRAWN BY: J. CARTER
 DESIGNED BY: J. CARTER
 CHECKED BY: D. SAUNDERS

SCALE
 H: 1" = 50'
 V: 1" = 5'

TIMMONS GROUP

JAMES RIVER WATER AUTHORITY RAW WATER MAIN
 FLOUVANNA COUNTY - VIRGINIA

CSX RAILWAY CROSSING PERMIT - PROFILE AND SECTION VIEW

JOB NO. 33927
 SHEET NO. CSX 2 of 2

These plans and associated documents are the exclusive property of TIMMONS GROUP and may not be reproduced in whole or in part and shall not be used for any purpose whatsoever, inclusive, but not limited to construction, bidding, and/or construction staking without the express written consent of TIMMONS GROUP.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER</p>	<p>CONTACT NAME:</p> <p>PHONE (A/C No. Ext): _____ FAX (A/C No.): _____</p> <p>E-MAIL ADDRESS: patty.muncy@reaganinsurance.com</p>
<p>INSURED</p>	<p>INSURER(S) AFFORDING COVERAGE</p> <p>INSURER A: _____ NAIC # _____</p> <p>INSURER B: _____</p> <p>INSURER C: _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p> <p>INSURER F: _____</p>

The Licensee/Lessee/Industry identified in the agreement must be the named insured. CSXT will not accept the contractor's CGL certificate.

COVERAGES **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC</p>	X					<p>EACH OCCURRENCE \$ _____</p> <p>CLAIMS-MADE/REPORTED PREMISES (Ea occurrence) \$ _____</p> <p>MED EXP (Any one person) \$ _____</p> <p>PERSONAL & ADV INJURY \$ _____</p> <p>GENERAL AGGREGATE \$ _____</p> <p>PRODUCTS - COMP/OP AGG \$ _____</p>
	<p>AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>	X					<p>COMBINED SINGLE LIMIT (Ea accident) \$ _____</p> <p>BODILY INJURY (Per person) \$ _____</p> <p>BODILY INJURY (Per accident) \$ _____</p> <p>PROPERTY DAMAGE (Per accident) \$ _____</p>
	<p>UMBRELLA LIAB <input type="checkbox"/> OCCUR</p> <p>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p>DED: _____ RETENTION \$: _____</p>						<p>EACH OCCURRENCE \$ _____</p> <p>AGGREGATE \$ _____</p>
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/></p> <p>If yes, describe under DESCRIPTION OF OPERATIONS below</p>		X				<p>WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/></p> <p>E.L. EACH ACCIDENT \$ _____ X</p> <p>E.L. DISEASE - EA EMPLOYEE \$ _____</p> <p>E.L. DISEASE - POLICY LIMIT \$ _____</p>

The amount in this "Each Occurrence" box must be at least five million dollars (\$5,000,000); or the amount in the box combined with the "Each Occurrence" coverage of any Excess Liability must be at least five million dollars (\$5,000,000)

Combined single limit of not less than one million dollars (\$1,000,000.00)

Standard limits of liability. Must contain a waiver of subrogation in favor of CSXT \$1,000,000.00 per occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required):

This box should contain the following: CSX Transportation, Inc., is included as additional insured. This certificate applies to all contracts/agreements between the named Insured and CSXT.

CERTIFICATE HOLDER **CANCELLATION**

CSX Transportation, Inc.
500 Water Street, J180
Jacksonville, FL 32202

Per the terms of the agreement this should state: Should any of the above described policies be modified, cancelled, or not renewed, the issuing insurer shall mail 30 days written notice to the certificate holder named herein.