



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

December 3, 2025 at 5:00 pm

7:00pm Work Session Morris Room

TAB	AGENDA ITEMS
1	CALL TO ORDER
2	PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
3	ADOPTION OF AGENDA
4	COUNTY ADMINISTRATOR'S REPORT
5	PUBLIC COMMENTS #1 (5 minutes each)
6	APPOINTMENTS
7	PRESENTATIONS (normally not to exceed 10 minutes each)
A	VDOT Quarterly Report – Scott Thornton, Residency Administrator/Louisa Residency
8	ACTION MATTERS
B	Approval of General Reassessment Services Contract with Cowan Services, LLC – Dan Whitten, County Attorney
C	FY25 to FY26 Carryover Requests – Theresa McAllister, Management Analyst
D	Resolution Requesting Virginia Tourism to Designate Piedmont Region – Jennifer Schmack, Director of Economic Development
9	PUBLIC HEARING
10	CONSENT AGENDA
E	Minutes of November 18, 2025 – Elected Officials Gathering – Caitlin Solis, Clerk to the Board
F	Minutes of November 19, 2025 – IAC Dinner – Caitlin Solis, Clerk to the Board
G	Minutes of November 19, 2025 – Caitlin Solis, Clerk to the Board
H	FY26 FCPS Grants Supplemental Appropriation – Gemma Soares, Executive Director for Instruction and Finance
I	Project Agreement 04 with MTFA Architecture for Historic Courthouse – Dan Whitten, County Attorney
J	Approval of Open Space Agreement for Robert J. Atkinson and Eileen I. Atkinson – Andrew M. Sheridan, Jr., Commissioner of the Revenue
K	Approval of Open Space Agreement for Jerry S. Barker and Jean M. Barker – Andrew M. Sheridan, Jr., Commissioner of the Revenue
L	Approval of Open Space Agreement for William C. Boisseau III & Linda Boisseau – Andrew M. Sheridan, Jr., Commissioner of the Revenue
M	Approval of Open Space Agreement for Timothy Church & Kim Church – Andrew M. Sheridan, Jr., Commissioner of the Revenue

Fluvanna County is committed to providing an excellent quality of life for our citizens and businesses through the efficient delivery of core services and programs, while preserving the unique identity and rural character of the County.

- N Approval of Open Space Agreement for Matthew R. Esch and Sherry G. Esch – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- O Approval of Open Space Agreement for Maria Feisner – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- P Approval of Open Space Agreement for Jerry Goodson – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- Q Approval of Open Space Agreement for Samuel T. Hicks, Jr. – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- R Approval of Open Space Agreement for Patricia Ann Martin – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- S Approval of Open Space Agreement for Jason W. May – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- T Approval of Open Space Agreement for the Papa Family Trust – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- U Approval of Open Space Agreement for James Dwayne Phillips and Brenda Kay Phillips – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- V Approval of Open Space Agreement for Jarad Piniarski and Emily Piniarski – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- W Approval of Open Space Agreement for Lonnie E. Poore and Dena B. Poore – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- XYZ Approval of Open Space Agreement for Tapscott Bros. Logging, Inc. – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- A Approval of Open Space Agreement for Sandra N. Taylor and Bobby Mason Taylor – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- B Approval of Open Space Agreement for Ryant L. Washington and Camilla D. Washington – Andrew M. Sheridan, Jr., Commissioner of the Revenue

11 – UNFINISHED BUSINESS

TBD

12 – NEW BUSINESS

TBD

13 – PUBLIC COMMENTS #2 (5 minutes each)

14 – CLOSED MEETING AND DINNER RECESS

TBD

15 - FCPS AND COUNTY PRELIMINARY BUDGET DISCUSSION

16 – ADJOURN



County Administrator Review

Fluvanna County is committed to providing an excellent quality of life for our citizens and businesses through the efficient delivery of core services and programs, while preserving the unique identity and rural character of the County.

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.

GENERAL RULES OF 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 defamatory or abusive language directed at any member of the Board or other person, to create excessive noise, or in any way incite persons to use such tactics. The Chair shall be the judge of such breaches, however, the Board may by majority vote of the Board members present and voting to overrule the judgment of the Chair.
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.

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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 STAFF REPORT

TAB A

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	VDOT Quarterly Report				
MOTION(s):	N/A				
BOS 2 YEAR GOAL?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Scott Thornton, VDOT Residency Administrator				
RECOMMENDATION:	Information Only				
TIMING:	Routine				
DISCUSSION:	Quarterly VDOT update.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	VDOT Quarterly Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB B

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of General Reassessment Services Contract with Cowan Services, LLC				
MOTION(s):	I move the Board of Supervisors approve the General Reassessment Services Contract with Cowan Services, LLC				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> On November 5, 2025 the County issued #RFP 2025-03 for General Reassessment Services. Of the two vendors who responded, Cowan Services, LLC was selected. The per-parcel price for the 2027 Hybrid Administrative Review Reassessment is \$6.95, for a total estimated cost of \$120,691.30. The Option 1 per-parcel price for the 2029 Full Review Reassessment is \$16.95 (with EagleView imagery), for a total estimated cost of \$287,031.30. The Option 2 per-parcel price for the 2029 Full Review Reassessment is \$21.95 (without EagleView imagery), for a total estimated cost of \$371,701.30. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> General Reassessment Services contract with Cowan Services, LLC 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

**COUNTY OF FLUVANNA, VIRGINIA
GENERAL REASSESSMENT SERVICES OF REAL PROPERTY CONTRACT**

This General Reassessment Services of Real Property Contract (the “**Contract**”), is made this ____ day of _____, 2025, between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**County**”), and Cowan Services, LLC. (“**Contractor**” or “**Cowan**”), a Virginia limited liability company (each a “**Party**” and together the “**Parties**”).

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree to as follows:

I. SCOPE OF SERVICES: The Contractor shall provide all of the labor, materials, services, deliverables, and work necessary to or required to (i) complete the Hybrid (Administrative Review) Reassessment for 2027 and, at the County’s election to proceed, the Full Review Reassessment for 2029, (ii) meet or exceed all of the requirements, obligations, and provisions of the Request for Proposal(s) #2025-03 entitled “General Reassessment Services of Real Property”, issued November 5, 2025, attached hereto as **EXHIBIT 1** (the “RFP”), which is incorporated herein by reference as a material part of this Contract; and (iii) meet or exceed all of the requirements, obligations, and provisions and perform all of the services and work outlined in the Contractor’s Response to the RFP dated November 17, 2025, attached hereto as **EXHIBIT 2** (the “Response”), which is incorporated herein by reference as a material part of this Contract (collectively (i), (ii) and (iii) supra are hereinafter referred to as the “Services”).

The Contractor is required to meet or exceed all requirements, specifications and terms of the RFP including, but not limited to, those provisions on pages 3 through 21 of the RFP, being provisions 3 entitled “3. Statement of Needs” through and including provision 32 entitled “32. General (Full Review) Reassessment Statement of Needs” of the RFP and the requirements of the County of Fluvanna’s General Terms, Conditions and Instructions to Bidders and Contractors attached to the RFP as Appendix I (the “County’s General Terms”). The Contractor is required to perform the following services and work in a good and workmanlike manner of the highest professional standards and so as would pass without exception in the industry.

The Contractor shall assess the properties in the County in the same manner in which assessments were completed for the 2025 reassessment. The Contractor shall submit a breakdown consisting of the house site, open land, forested land, and marsh land. The Contractor shall not use a land curve method for determining assessments of parcels.

II. COMPENSATION: In accordance with Exhibit 2, the Contractor will be paid as follows:

For that 2027 Hybrid (Administrative Review) Reassessment including commercial property field inspections upcharge – \$120,691.30; and,

For that 2029 Full Reassessment (including on-site review and digital images):

- **Option 1 2029 Full review with EagleView Pictometry Imagery: \$287,031.30**

- **Option 2 2029 Full review without EagleView Pictometry Imagery: \$371,701.30**

The Contractor shall invoice the County annually for any first-time assessments of new construction services provided in the prior calendar year on or after the 1st of January each year during the Contract term (with the first invoice to be on or after January, 2027) after the Completion Date of such services. The Contract Term shall begin on the date this Contract is signed by the County and shall terminate when all Services have been provided unless earlier terminated by the County as permitted hereunder.

The Contractor shall invoice the County for those Services related to the 2027 Reassessment only after the Completion Date of all Services required under this Contract (including without limitation those Services related to the 2027 Reassessment). It is specifically understood that the final payment under this Contract for those Services relating to the 2027 Reassessment shall not be due or owing until all Services required under this Contract have been completed in full compliance with this Contract, the County's General Terms, the Response and the RFP to the sole satisfaction of the County.

If the County elects to proceed with the 2029 Full Review General Reassessment, the Contractor shall invoice the County for those Services related to the 2029 Reassessment only after the Completion Date of all Services required under this Contract (including without limitation those Services related to the 2029 Reassessment). It is specifically understood that the final payment under this Contract for those Services relating to the 2029 Reassessment shall not be due or owing until all Services required under this Contract have been completed in full compliance with this Contract, the County's General Terms, the Response and the RFP to the sole satisfaction of the County.

Payments shall be due within forty-five (45) days of receipt of a valid invoice by the County. All such payments shall be made in accordance with Section 47 "Payment" of the General Terms. The date that all Services, or portions thereof if so specified above, are completed in full compliance with this Contract, the County's General Terms, the Response and the RFP to the sole satisfaction of the County is the "**Completion Date.**"

III. OTHER CONTRACT TERMS: The County's General Terms are specifically made a part hereof and incorporated herein by reference. In the event of a direct conflict, this Contract shall control over any exhibit hereto. Whenever possible this Contract and all exhibits shall be read together. The order of precedence for the exhibits is as follows: (i) County's General Terms; (ii) Exhibit 2 - Response; and (iii) Exhibit 1 – RFP, with (i) controlling over (ii), (iii), and (iv) in the event of a direct conflict; (ii) controlling over (iii) and (iv), and so forth.

IV. PERIOD OF PERFORMANCE: The term of this Contract shall begin immediately upon signature by the County and shall end upon the completion of all the Services required under the Contract, in accordance with the Service Schedules. The Services related to the 2027 Reassessment shall be completed to the sole satisfaction of the County as required by the RFP and Response no later than September 30, 2026. If the County elects to proceed with the 2029 Full Review Reassessment, the work and services related to the 2029 Reassessment shall

begin no later than October 1, 2027 and shall be completed to the sole satisfaction of the County as required by the RFP and Response no later than September 30, 2028. The County shall give written notice to the Contractor by September 30, 2027 whether the County will proceed with the 2029 Full Review Reassessment. If the County does not proceed with the 2029 Full Review Reassessment, all the rights, responsibilities and obligations of the parties with respect to the 2029 Reassessment shall terminate, be null and void and of no further force or effect. Specifically, no payments shall be owed to the Contractor for the portions of the work and services related to the 2029 General Reassessment Project. This shall be in addition to any rights of termination the County has under this Contract or the General Terms, Conditions and Instructions to Bidders and Contractors.

V. 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 of, the following amounts of insurance:

Automobile	\$500,000	Liability
		Medical payment
		Comprehensive
		Collision
Public General Liability	\$1,000,000 per occurrence; \$2,000,000 in the aggregate	
Professional Liability	\$1,000,000 per occurrence; \$2,000,000 in the aggregate	
Excess/Umbrella Liability	\$2,000,000 aggregate over above policy limits (excluding Professional Liability)	
Workers' Compensation	Amount required by Virginia law	

These requirements are minimums. The Contractor shall provide a copy of a Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County prior to entering into any Contract with the County. On this Certificate of Insurance, the County shall be named or indicated as additional insured for comprehensive general liability. No change, cancellation or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County and such shall be noted in the policy. The Contractor shall furnish a new certificate prior to any change or cancellation date. Insurance required by this section shall be in full force and effect throughout any Contract term. If the Contractor fails to provide the County with acceptable evidence of current insurance within ten (10) days after written request from the county therefor during the Contract term, then the County shall have the absolute right to terminate the Contractor without any further obligation to the Contractor.

VI. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Contract may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. This Contract may be executed by a Party's signature transmitted by facsimile or email, and copies of this Contract executed and delivered by means of faxed or emailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures.

VII. FORCED AND CHILD LABOR PROHIBITION. Contractor agrees that the use of forced or indentured child labor, as defined by VA Code § 2.2-4311.4, will be prohibited in the performance of this Contract. Contractor agrees to include this prohibition in any subcontract or purchase order that exceeds \$10,000, so that the prohibition is binding upon each subcontractor or vendor.

VIII. MISCELLANEOUS. The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Contract, together with exhibits hereto, 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 Contract. The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

If to County:

County of Fluvanna
Purchasing
Attn: Ms. Linda Mills
132 Main Street
Palmyra, VA 22963

With a Copy to:

Fluvanna County Attorney
Mr. Dan Whitten
PO Box 540
Palmyra, VA 22963

If to Contractor:

Cowan Services, LLC
4342 Quince Rd.
Pilot, VA 24138

Witness the following duly authorized signatures and seals:

Cowan Services, LLC
a Virginia limited liability company

Fluvanna County,
a political subdivision of the
Commonwealth of Virginia

BY: _____(SEAL)

BY: _____(SEAL)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Dan Whitten
Fluvanna County Attorney

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB C

MEETING DATE:	December 3, 2025																																																						
AGENDA TITLE:	FY25 to FY26 Carryover Requests																																																						
MOTION(s):	<p>I move the Board of Supervisors [approve/deny/defer] the following carryover requests of FY25 unexpended budget lines from the listed departments to the FY26 Department Budget lines as specified and in the amounts listed:</p> <table border="1"> <thead> <tr> <th>Item</th><th>Department</th><th>Budget Line</th><th>Amount</th><th>Meets Policy</th></tr> </thead> <tbody> <tr> <td>A</td><td>Fire & Rescue</td><td>Convention & Education</td><td>\$13,685</td><td>No</td></tr> <tr> <td>B</td><td>Human Resources</td><td>Employee Recognition</td><td>\$17,462.09</td><td>Yes</td></tr> <tr> <td>C</td><td>Information Tech</td><td>EDP Equipment</td><td>\$22,547.31</td><td>Yes</td></tr> <tr> <td>D</td><td>County Planner</td><td>Maintenance Contract</td><td>\$2,900</td><td>No</td></tr> <tr> <td>O</td><td>Sheriff</td><td>Vehicle Repair & Maint</td><td>\$3,226</td><td>No</td></tr> <tr> <td>P</td><td>Sheriff</td><td>Subsistence & Lodging</td><td>\$1,558</td><td>Yes</td></tr> <tr> <td>Q</td><td>Sheriff</td><td>Convention & Education</td><td>\$4,033</td><td>Yes</td></tr> <tr> <td>R</td><td>Sheriff</td><td>Other Operating</td><td>\$2,510</td><td>Yes</td></tr> <tr> <td colspan="3" style="text-align: right;">Total</td><td>\$67,921.40</td><td></td></tr> </tbody> </table> <p>With a total amount of \$_____ to be re-appropriated.</p>					Item	Department	Budget Line	Amount	Meets Policy	A	Fire & Rescue	Convention & Education	\$13,685	No	B	Human Resources	Employee Recognition	\$17,462.09	Yes	C	Information Tech	EDP Equipment	\$22,547.31	Yes	D	County Planner	Maintenance Contract	\$2,900	No	O	Sheriff	Vehicle Repair & Maint	\$3,226	No	P	Sheriff	Subsistence & Lodging	\$1,558	Yes	Q	Sheriff	Convention & Education	\$4,033	Yes	R	Sheriff	Other Operating	\$2,510	Yes	Total			\$67,921.40	
Item	Department	Budget Line	Amount	Meets Policy																																																			
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BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):																																																				
		X																																																					
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																																																		
		X																																																					
STAFF CONTACT(S):	Theresa McAllister, Management Analyst																																																						
PRESENTER(S):	<ul style="list-style-type: none"> Theresa McAllister, Management Analyst Tori Melton, Director of Finance Andy Notman, Director of Information Technology Todd Fortune, Director of Planning Sheriff Eric Hess/Major David Wells, Sheriff's Office 																																																						
RECOMMENDATION:	Approve/Deny																																																						
TIMING:	Effective July 1, 2025																																																						
DISCUSSION:	<p>Per Fluvanna County Financial Finance Policies - Budget 3.1.10 Reappropriation of Balances (Carryovers):</p> <p><u>Had budget authority in FY25</u></p> <p>1. Initiative/Project was started in FY25, but was not able to be completed.</p>																																																						

	<p>a. Meets existing policy.</p> <p>2. Initiative/project not started in FY25 due to circumstances.</p> <p>a. Meets existing policy.</p> <p>No budget authority in FY25</p> <p>1. Requesting carryover of FY25 remaining funds to cover certain one-time special or capital projects that are not already approved/funded.</p> <p>a. Does not meet existing policy.</p> <p>2. Requesting carryover of FY25 remaining funds for unanticipated operating expenses not included in the FY26 budget</p> <p>a. i.e., Not funded in FY26, but request/need has been identified; asking for unexpended FY25 dollars to cover that request/need (rather than wait until FY27 budget).</p> <p>b. Does not meet existing policy.</p>				
FISCAL IMPACT:	Approval of the motion as stated above will allow the Finance Department to increase FY26 revenue and expenditure budgets equally within the assigned funds.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	Financial Policies 3.1.10 Reappropriation of Balances (Carryovers)				
ENCLOSURES:	<ul style="list-style-type: none"> Budget 3.1.10 Reappropriation of Balances (Carryovers) Office/Departmental Carryover Requests Forms (8) 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

3.1.10. Reappropriation of Balances (Carryovers)

A. Appropriations lapse on June 30, for all unencumbered budget items other than capital projects and grants.

B. All outstanding encumbrances, both operating and capital, as of fiscal year-end shall be automatically reappropriated to the subsequent fiscal year to the same department and account for which they were encumbered in the previous fiscal year.

C. All capital reserve appropriations shall be automatically reappropriated to the subsequent fiscal year to the same department and account for which they were originally appropriated.

D. All unencumbered balances for capital projects shall remain appropriations until the completion of the capital project or until the Board of Supervisors, by appropriate resolution, changes or eliminates the appropriation.

E. All supplemental appropriations approved within a fiscal year for a specific purpose or project shall be automatically reappropriated to the subsequent fiscal year and utilized to complete original purpose or project as identified in the board action

F. External school funding shall be reappropriated to the subsequent fiscal year upon receipt of approval by the funding agency. School administration is required to notify the county Finance Department of such approval no later than August 30th of the subsequent fiscal year in which the funding is to be reappropriated. This excludes the local general fund appropriation, which requires the school board or superintendent of schools to submit a formal request for carryover to the Board of Supervisors.

G. Those amounts necessary for the continuation of unencumbered operating projects or services may be requested by departments, amended by the County Administrator and adopted, with any changes, by the Board of Supervisors to be reappropriated to the budget of the next fiscal year. Such requests for reappropriation shall be for specifically defined projects that could not reasonably be started prior to June 30.

County of Fluvanna

Carryover Request FY25/FY26

Office/Department:

	General Ledger Account Title	FY25 Org Code	FY25 Object Code	FY26 Org Code (If Different)	FY26 Object Code (If Different)	Amount Requested	Justification: <u>Please answer all three questions.</u> Why should these funds be carried forward? Why was the project not completed within FY25? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1	Convention and Education	10032500	405540			\$13,685.00	Due to the vacancy in the Emergency Management Coordinator position the FRA was unclear who to provide training requests to. Due to the vacancy the FRA developed a training committee to be sure all necessary trainings are being provided for all. This carryover would allow for training catch-up.
2							
3							
4							
5							
6							
Office/Department: Fire & Rescue						Total Carryover Amount Requested: \$13,685.00	

County of Fluvanna

Carryover Request FY25/FY26

Office/Department:

	General Ledger Account Title	FY25 Org Code	FY25 Object Code	FY26 Org Code (If Different)	FY26 Object Code (If Different)	Amount Requested	Justification: <u>Please answer all three questions.</u> Why should these funds be carried forward? Why was the project not completed within FY25? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1	Employee Recognition	10018000	405360			\$17,462.09	Staff transition delayed finalization and implementation of FlucoBucks. The County signed a three year contract that we are halfway through with no movement, and the desire to continue forward.
2							
3							
4							
5							
6							
Office/Department: Human Resources							Total Carryover Amount Requested: \$17,462.09

County of Fluvanna

Carryover Request FY25/FY26

Office/Department:

	General Ledger Account Title	FY25 Org Code	FY25 Object Code	FY26 Org Code (If Different)	FY26 Object Code (If Different)	Amount Requested	Justification: <u>Please answer all three questions.</u> Why should these funds be carried forward? Why was the project not completed within FY25? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1	EDP Equipment	10015000	408107			\$22,547.31	Server replacement. I was unable to complete this due to not having an IT tech or Systems Engineer for the entirety of FY 25.
2							
3							
4							
5							
6							
Office/Department: Information Technology							Total Carryover Amount Requested: \$22,547.31

County of Fluvanna

Carryover Request FY25/FY26

Office/Department: Planning and Zoning

	General Ledger Account Title	FY25 Org Code	FY25 Object Code	FY26 Org Code (If Different)	FY26 Object Code (If Different)	Amount Requested	Justification: <u>Please answer all three questions. Why should these funds be carried forward?</u> Why was the project not completed within FY25? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1	County Planner	10081000	403100	Same	403320	\$2,900.00	Funds needed to repair the lateral filing system (also known as the wheel). The system has malfunctioned repeatedly over the last 12 months. The company that services the system was able to recently install a temporary fix; however, with the temporary fix, the system is still not reliable as it constantly needs to be rebooted. These funds are needed for a long-term fix to keep the system operational. This carryover is necessary because the funds in this FY budget for maintenance are not sufficient to cover this repair. The repairs have been delayed due to difficulties in contacting the vendor who handles maintenance of this system. If the repair is not made, it will compromise our ability to use this file system as intended.
2							
3							
4							
5							
6							
Office/Department: Planning and Zoning						Total Carryover Amount Requested: \$2,900.00	

County of Fluvanna

Carryover Request FY25/FY26

Office/Department: Sheriff's Office

	General Ledger Account Title	FY25 Org Code	FY25 Object Code	FY26 Org Code (If Different)	FY26 Object Code (If Different)	Amount Requested	Justification: <u>Please answer all three questions. Why should these funds be carried forward?</u> Why was the project not completed within FY25? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?
1	Vehicle Repair and Maintenance	10031000	403315			\$3,226.00	These funds should be carried over to help maintain our vehicle fleet in response ready condition. These funds were not allocated to a specific project other than keeping the fleet in operational condition, which is a perpetual project. Failure to carryover could impact the operational readiness of the agency.
2	Subsistence and Lodging	10031000	405530			\$1,558.00	These funds should be carried over to help cover the expense of basic academy related per diem expenses. Deputy Lamb was originally slotted to attend the academy in FY25, but due to an injury he was unable to attend the academy until FY 26. Also, staff shortages limited the amount of away training could be conducted. Failure to carry over these funds could impact the agency's ability to send deputies to specialized training.
3	Convention and Education	10031000	405540			\$4,033.00	These funds should be carried over to help cover the expense of specialized training that costs beyond what is included in our academy dues. Due to staff shortages, we were unable to send deputies to some specialized training that is not covered by our academy dues in FY25. As an example, Inv Fielding was not able to attend mobile device forensic training in FY25, but we intend to send him in FY26 as staffing has increased. Failure to carry over these funds could impact the agency's ability to send deputies to specialized training and impact operation readiness.
4	Other Operating	10031000	406014 16VOL			\$2,510.00	This line is our volunteer line made up of both county funds and donations. It funds our TRIAD and other community events. As this contains donations and is used for civic events, we request to roll it over so we continue to sponsor events in the community to foster good public/law enforcement engagement. Failure to carry over these dollars would reduce the number of events we can hold in FY26.
5							
6							
Office/Department: Sheriff's Office						Total Carryover Amount Requested: \$11,327.00	

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB D

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Resolution Requesting Virginia Tourism to Designate Piedmont Region				
MOTION(s):	I move the Board of Supervisors approve a Resolution entitled, “A Resolution Requesting Recognition of GO Virginia Region 9 as a Distinct Tourism Region”				
BOS GOALS?	Yes	No	If yes, which goal(s):		D1
	x				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		x			
STAFF CONTACT(S):	Jennifer Schmack, Director of Economic Development				
PRESENTER(S):	Jennifer Schmack, Director of Economic Development				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The purpose of the enclosed resolution is to formally request that the Virginia Tourism Corporation (VTC) recognize GO Virginia Region 9 as its own distinct tourism region, proposed to be named Virginia’s Piedmont. Part of the application process requires a resolution/letter of support from each of the localities governing body. See attachment for current and proposed regional alignment.</p> <p>The resolution outlines how the current VTC regional boundaries—Central Virginia and Northern Virginia—do not accurately reflect visitor behavior, tourism identity, or the collaborative economic relationships that already exist among the counties of Fauquier, Rappahannock, Culpeper, Orange, Madison, Greene, Fluvanna, Louisa, Albemarle, Charlottesville, and Nelson. These localities share strong cultural, historical, and natural tourism assets, including presidential estates, the Monticello American Viticultural Area, Shenandoah National Park, vibrant small towns, and rich agricultural landscapes. Visitors already move seamlessly across these counties, experiencing them as a unified destination, and the resolution requests that VTC’s regional structure reflect that reality.</p> <p>The resolution further emphasizes that Region 9 has demonstrated a long-standing pattern of collaboration through initiatives like the Wine Coalition, multi-locality tourism partnerships, and economic development programs. By establishing an officially recognized Virginia Piedmont tourism region, VTC and localities can better coordinate marketing, improve data collection, enhance targeted investment, and strengthen the Commonwealth’s statewide tourism strategy. Adoption of the resolution by each county affirms shared support for a cohesive regional identity and positions the region to more effectively promote its unique assets under a unified brand.</p>				

FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> Resolution Requesting Recognition of GO Virginia Region 9 as a Distinct Tourism Region Map of Current Virginia Tourism Corporation Regions and proposed Piedmont Region 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

CURRENT VIRGINIA TOURISM CORPORATION REGIONS



PROPOSED REGIONAL REALIGNMENT WITH VIRGINIA'S PIEDMONT REGION





BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia
RESOLUTION No. 25-2025

**A RESOLUTION REQUESTING RECOGNITION OF GO VIRGINIA REGION 9
 AS A DISTINCT TOURISM REGION**

WHEREAS, the Virginia Tourism Corporation (VTC) currently recognizes the Central Virginia Tourism Region as encompassing an extensive collection of counties, including Madison, Greene, Albemarle, Louisa, Fluvanna, Nelson, Charlottesville, Amherst, Campbell, Appomattox, Prince Edward, Nottoway, Buckingham, Cumberland, Goochland, Hanover, Powhatan, Amelia, Dinwiddie, Chesterfield, Henrico, Prince George, and Sussex; and

WHEREAS, VTC currently recognizes the Northern Virginia Tourism Region as encompassing the eclectic counties of Culpeper, Rappahannock, Fauquier, Arlington, Fairfax, Prince William, Stafford, Spotsylvania, and Caroline; and

WHEREAS, these two VTC regions do not align with tourists' travel tendencies, nor support any cohesive tourism identity or unified marketing strategy, and

WHEREAS, the counties/cities of Fauquier, Rappahannock, Culpeper, Orange, Madison, Greene, Fluvanna, Louisa, Albemarle, Charlottesville, and Nelson currently work collaboratively through GO Virginia Region 9 (hereafter "The Region") to advance shared goals in economic development, workforce, and entrepreneurship; and

WHEREAS, these same counties share distinct tourism commonalities, including rich agricultural landscapes, vibrant main streets, historic sites, wineries and breweries, and proximity to the Blue Ridge Mountains and Shenandoah National Park, creating a natural and unified visitor experience where visitors travel organically within The Region's lodging, dining and recreating — reinforcing a shared tourism ecosystem that functions as a single destination market; and

WHEREAS, The Region's steep history, serves as home to two of America's most significant presidential estates — Monticello and James Madison's Montpelier — as well as historic properties such as Airlie Resort, Barboursville Ruins, and countless Civil War and early American sites; and

WHEREAS, The Region offers unparalleled outdoor recreation opportunities, including the Blue Ridge Mountains and the Shenandoah National Park, a national treasure drawing over 1.2 million visitors annually, complemented by regional attractions such as the James River Water Trail, Rapidan Wildlife Management Area, and numerous cycling, hiking, and agritourism routes; and

WHEREAS, The Region is home to the Virginia's most award winning wine and internationally acclaimed Monticello American Viticultural Area (AVA), recognized as the birthplace of Virginia wine and consistently awarded among the nation's best, attracting both domestic and international visitors; and

WHEREAS, The Region's towns and rural communities — from Lovingson to Stanardsville, Orange, Culpeper, Madison, Sperryville, Washington, and Warrenton — embody the Virginia Main Street small-town charm, authenticity, and countryside beauty that define Virginia's tourism brand; and

WHEREAS, a collaborative tourism initiative within The Region would amplify these shared assets through joint marketing, coordinated visitor itineraries, and enhanced visibility of local businesses and attractions; and

WHEREAS, The Region has demonstrated strong collaboration through a number of GO Virginia Region 9 initiatives, including The Region’s Wine Coalition, which supports coordinated marketing, workforce development, and infrastructure efforts for the wine industry; and further, several of The Region’s localities participate in the “River Region” tourism initiative, illustrating an existing framework of inter-county cooperation, shared marketing, and collective visitor engagement; and

WHEREAS, the creation of a distinct tourism region under the VTC structure would allow more targeted investment, improved data collection, and a unified brand message aligned with the economic and cultural identity of The Region; and

WHEREAS, a redefined tourism region would not only improve coordination among local destination marketing organizations (DMOs) but also strengthen VTC’s ability to market Virginia’s tourism diversity more effectively across the Commonwealth;

NOW, THEREFORE, BE IT RESOLVED, that the localities of Fauquier, Rappahannock, Culpeper, Orange, Madison, Greene, Fluvanna, Louisa, Albemarle, Charlottesville, and Nelson hereby respectfully request that the Virginia Tourism Corporation formally recognize GO Virginia Region 9 as an independent and distinct tourism region known as Virginia’s Piedmont within the Commonwealth; and

BE IT FURTHER RESOLVED, that this newly recognized region be empowered to collaboratively promote its unique historical, cultural, and natural assets under a shared identity that reflects the spirit, landscape, and hospitality of Virginia’s Piedmont and Blue Ridge Mountains.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors on this 3rd day of December 2025.

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Chris Fairchild, Cunningham District						
John M. Sheridan, Columbia District						
Mike Goad, Fork Union District						
Timothy Hodge, Palmyra District						
Anthony P. O’Brien, Rivanna District						

Attest:

Christopher S. Fairchild, Chair
Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB E

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors November 18, 2025 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Special Meeting on Wednesday November 18, 2025, be adopted.				
BOS WORKPLAN?	Yes	No	If yes, list item(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes November 18, 2025.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

FLUVANNA COUNTY BOARD OF SUPERVISORS
SPECIAL MEETING MINUTES
Fluvanna County Community Center
November 18, 2025
Elected Officials Meeting 8:30am

MEMBERS PRESENT: Chris Fairchild, Cunningham District, Chair
Tony O’Brien, Rivanna District, Vice Chair
John M. (Mike) Sheridan, Columbia District
Timothy M. Hodge, Palmyra District

ABSENT: Mike Goad, Fork Union District

ELECTED OFFICIALS PRESENT: Delegate Tom Garrett, 56th House District
Andrew M. Sheridan, Commissioner of the Revenue
Jeff Haislip, Commonwealth’s Attorney

ALSO PRESENT: Matt Hall; Representative for Delegate John McGuire
Reed Terry; Representative for Delegate John McGuire
Cole Kawugale, Representative for Senator Mark Warner
Taylor Thornhill, Representative for Senator Tim Kaine
Jenny Slade, Chief of Staff for Delegate Tom Garret
Abigail Hendrickson, Representative for Delegate Amy Laufer
David Blount, TJPDC Legislative Liaison
Eric Dahl, County Administrator
Kelly Belanger Harris, Assistant County Administrator
Dan Whitten, County Attorney
Caitlin Solis, Clerk to the Board of Supervisors
Jennifer Schmack, Director of Economic Development
Aaron Spitzer, Director of Parks and Recreation
Todd Fortune, Director of Planning
Dale Critzer, Director of Public Works
Kim Mabe, Director of Social Services
Kimberly Mayo, Unit Coordinator Extension Agent
David Wells, Chief Deputy, Fluvanna County Sheriff’s Office

1 - BOARD OF SUPERVISORS CALL TO ORDER

At 9:05am, Chair Fairchild, called to order the Elected Officials Meeting, of November 18, 2025. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

MOTION:	Adoption of the Thursday, November 18, 2025 Elected Officials Meeting Agenda.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Absent	Yes	Yes	Yes
RESULT:	4-0				

5 - WELCOME AND INTRODUCTIONS

Chair Fairchild welcomed the elected officials and invited them to introduce themselves.

6 - GENERAL REMARKS BY LEGISLATORS / REPRESENTATIVES

7 - LEGISLATIVE CONCERNS

2026 Fluvanna County Legislative Concerns

Fluvanna County Government

The Board of Supervisors adopted the TJPDC Legislative Program on Nov 5, 2025.

following topics for discussion were identified as being of particular concern:

- Health and Human Services
 - CSA – Protected funding, reimbursement caps
 - SNAP/Medicaid Administrative Costs
- General Government and Finances
 - Financial impact of 45 day early voting funding on localities

- Taxation
 - Exemption from Food and Beverage Tax for agriculture-related enterprises
- Environment, Energy, and Land Use
 - Maintaining local authority to address all impacts and all choices associated with utility-scale installations of energy generation and storage facilities
- Public Safety
 - The state mental health system as it relates to Emergency Custody Orders & Temporary Detention Orders

Fluvanna County Public Schools

Governance and Budget

- We believe the Commonwealth of Virginia should fully fund all state mandates and local school boards should have the primary authority in implementing these mandates and deciding how resources received from State Government are used at the local level.
- Eliminate cap on support positions, re-instate the non-personal cost categories removed in FY09 and FY10
- State funds should be provided to cover the full costs of any required training of school staff.
- Added state funding is needed to allow school divisions to adjust their career and technical education programs to better meet the changing workforce needs within their communities.
- The General Assembly funded recovery high schools in all regions to assist students with substance abuse issues.

Teacher/Educator Shortage

- Virginia school staff (“teacher”) salaries should be above the national average.
- The locally awarded license recently supported by the General Assembly should be made renewable based on the superintendent’s recommendation/local school board’s approval.
- State funding is needed to assist local school divisions to attract and retain teachers (such as student loan forgiveness, provide day care and housing assistance)

Accountability and Accreditation

- Re-evaluate and amend the definition of chronic absenteeism so that all absences are not counted the same.
- Parent refusal for a child not abstain from taking an SOL test should NOT count as “0” for the school division in the mastery index of performance.
- The process through which new Standards of Learning (SOL) cut scores are determined must be transparent and data-driven. This includes extensive modeling of these proposed higher cut scores and their impact on students and schools - PRIOR to any implementation.
- Current cut scores must remain in place for all current high school students until they graduate. According to state code 8VAC20-132-51, requirements for graduation cannot be changed during a student cohort’s four years. The requirements in place when students enter ninth grade must be honored through graduation. This should include changes to cut scores that directly impact students’ ability to pass the required EOC assessments.
- Replace the proposed “Off Track” summative category with “Needs Support”
- Create an alternate assessment for students receiving special education services who do not receive a modified curriculum but who require additional support to access and demonstrate comprehension of grade level content standards. This assessment would complement, not replace, the Virginia Alternate Assessment Program (VAAP), which is available to only a limited number of students who receive a modified curriculum due to their significant cognitive disabilities
- The option for local growth assessments must be extended • School divisions will need greater flexibility in the implementation of HB 1957: • SOL assessments should be able to be administered earlier than two weeks before the end of school • Successful expedited retakes should count toward the school’s accountability score
- Removal of the SOL score counting as 10% of a student’s final grade requirement

Student and School Safety

- Provide increased funding for mental health services in schools.

- Require that Internet Companies doing business in Virginia be responsive to law enforcement investigations of threats against schools made by electronic means to reduce trauma, fear, and lost instructional time due to school closings.

8 - CONCLUSION AND ADDITIONAL COMMENTS

- After some final comments by the delegates, Chair Fairchild thanked the representatives and staff for their attendance and concluded.

10 – ADJOURN

MOTION:	Adjourn the Elected Officials Meeting, Thursday, November 18, 2025 at 10:30am.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Absent	Yes	Absent	Yes
RESULT:	4-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

Christopher S. Fairchild
Chair

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB F

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors November 19, 2025 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Special Meeting on Wednesday November 19, 2025, be adopted.				
BOS WORKPLAN?	Yes	No	If yes, list item(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes November 19, 2025.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
SPECIAL MEETING
INTERAGENCY COUNCIL PRESENTATION MINUTES
Morris Room, County Administration Bldg.
Palmyra, VA 22963
November 19, 2025
Special Meeting 4:00pm**

MEMBERS PRESENT: Chris Fairchild, Cunningham District, Chair
Tony O’Brien, Rivanna District, Vice Chair
John M. (Mike) Sheridan, Columbia District
Timothy M. Hodge, Palmyra District
Mike Goad, Fork Union District (*entered meeting at 4:50pm*)

ABSENT: None.

ALSO PRESENT: Eric M. Dahl, County Administrator
Kelly Harris, Assistant County Administrator
Caitlin Solis, Clerk for the Board of Supervisors

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 4:04pm, Chair Fairchild called to order the Special Meeting of November 19, 2025.

The Board of Supervisors listened to representatives from the groups that make up the Inter Agency Council present updates and synopses of the work they accomplished throughout the year.

- Kimberly Mabe and Allison Pace Fluvanna County Department of Social Services (DSS)
- Jon Nafziger, and Rosemary Beard Heflin, Child Health Partnership
- Kim Hyland and Wanda Armstrong, Fluvanna Louisa Housing Foundation
- Suzanne Bowers, and Lauren Egan, Monticello Area Community Action Agency (MACAA)
- Ashley Boschen and Kellie O'Connor, Habitat for Humanity
- Heather Marshall, Meals on Wheels
- Don Stribling, Executive Director, Fluvanna County Public Schools
- Jane Smith, Rotary Club
- James Schoenster, Fluvanna Representative for Jaunt Board, and Piedmont CASA Board

15 - ADJOURN

At 5:10pm, the Special Meeting of Wednesday, November 19, 2025 was adjourned by consensus.

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

Christopher S. Fairchild
Chair

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB G

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors November 18, 2025 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday November 18, 2025, be adopted.				
BOS WORKPLAN?	Yes	No	If yes, list item(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes November 18, 2025.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Courtroom, Fluvanna Courts Building
72 Main Street, Palmyra, VA 22963
November 19, 2025
Regular Meeting 6:00pm

MEMBERS PRESENT: Chris Fairchild, Cunningham District, Chair
Tony O’Brien, Rivanna District, Vice Chair
Mike Goad, Fork Union District
Timothy M. Hodge, Palmyra District
John M. (Mike) Sheridan, Columbia District

ABSENT: None.

ALSO PRESENT: Eric M. Dahl, County Administrator
Kelly Harris, Assistant County Administrator
Dan Whitten, County Attorney
Caitlin Solis, Clerk for the Board of Supervisors

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 6:01pm, Chair Fairchild called to order the Regular Meeting of November 19, 2025. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

- Mr. Dahl requested the addition of Technology Zone to New Business.

MOTION:	Accept the Agenda, for the November 19, 2025 Regular Meeting of the Board of Supervisors, as amended.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

PG Community of Lights Celebration

- Enjoy a Holiday-Light-Drive-Through-Loop at Pleasant Grove Park December 11-14, 2025
- Event is free and open to the public!
- Parks and Rec is looking for businesses, organizations, groups, clubs, scout troops, churches, families or anyone who would like to set up a family friendly holiday light display. FCPR will supply electricity!
- To set up a family friendly holiday light display please Register Online Free at <https://fluvanna.recdesk.com> or call (434)589-2016.
- The deadline to register is Noon, December 5, 2025

Next BOS Meetings

Day	Date	Time	Purpose	Location
Wed	Dec 3	5:00 PM	Regular Meeting	Circuit Court
Wed	Dec 17	6:00 PM	Regular Meeting	Circuit Court
Wed	Jan 7	5:00 PM	Organizational/Regular Meeting	Circuit Court

5 - PUBLIC COMMENTS #1

At 6:04pm, Chair Fairchild opened the first round of Public Comments.

- James Schoenster, 843 Jefferson Dr, commented on the Interagency Council Dinner, the JABA Board and CASA Board, and virtual public comments.
- Erin Wise Ackenbom, 2042 Friendship Way, spoke in opposition to the Tenaska power plant.
- Patti Reynard, 3531 Union Mills Rd, spoke in opposition to the Tenaska power plant. Commented on zoning, assessments and taxes.
- Vicky Wise, 2042 Friendship Way, spoke in opposition to the Tenaska power plant.
- Don Reynard, 3531 Union Mills Rd, commented on polling places on election day, and the removal of polling places from places of worship.
- Ray Bassi, 50 Smokewood Dr, asked for safeguards to be committed before Tenaska is approved.

With no one else wishing to speak, Chair Fairchild closed the first round of Public Comments at 6:26pm.

6 – BOARDS AND COMMISSIONS

None.

7 – PRESENTATIONS

Treasurer's Report – Debbie Rittenhouse, Treasurer

- Ms. Rittenhouse gave the Board a brief overview of the November 2025 Treasurer's Report.

Department of Emergency Services Staffing – Eric Dahl, County Administrator

At the October 15, 2025 Board of Supervisors meeting, the board asked staff to provide an update on staffing for the Department of Emergency Services, and more specifically an update on staffing the Kents Store rescue station. A discussion ensued about making the current Kents Store rescue station 24-hour staffing versus the current FY26 budgeted 12-hour staffing. The following slides will provide costs and different staffing options besides what is currently in place.

Current EMS Department Structure

- **Palmyra Rescue (A, B, C, D Shifts):**
 - 8 EMS Providers – Can be BLS or ALS providers working 24 hours shifts
- **Fork Union Rescue (A, B, C, D Shifts):**
 - 8 EMS Providers – Can be BLS or ALS providers working 24 hours shifts
- **Kents Store Rescue (rotating shift):**
 - 4 EMS Providers – Can be BLS or ALS providers working 12 hours shifts
 - **ALS-1/Quick Response Vehicle (A, B, C, D Shifts):**
 - 4 EMS Providers – ALS Providers only (Intermediate or Paramedic) working 24-hour shifts

Options

- **Currently Approved - Option 1: (2) 24-hour ambulances (Palmyra and Fork Union) and (1) 12-hour ambulance (Kents Store) and (1) 24-hour ALS QRV (Quick Response Vehicle)**
 - Pro: Cost the County no extra money
 - Pro: Potential for 3 current employees interested in Kents Store 12-hour shifts
 - Pro: Easier to back fill if there are vacancies or absences
 - Con: Figuring out a leadership structure, since their workdays will fall under all Lieutenants (inconsistency in leadership)
 - Staffing need: 5 ALS or BLS providers
- **New - Option 2: (3) 24-hour ambulances (Palmyra, Fork Union and Kents Store) and (1) 24-hour QRV**
 - Pro: Increased coverage and service to the County residents
 - Pro: Would be consistent with the two other 24-hour stations leadership (continuity of leadership)
 - Pro: No increased costs for FY26
 - Con: Increased cost of around \$300K for FY27
 - Staffing need: 9 ALS or BLS providers
- **New - Option 3: (2) 24-hour ambulances (Palmyra and Fork Union), (1) 24-hour QRV (Countywide), eliminate (1) 12-hour ambulance (Kents Store) and add (1) 24 hour or (1) 12-hour QRV (Kents Store)**
 - Pro: First response availability in the Kents Store first due
 - Pro: This ALS vehicle could be shifted to other locations of the County based upon call volume
 - Pro: No increased costs for FY26 for the 12- or 24-hour QRV
 - Con: No increased cost for FY27 for the 12 hour and an increased cost of \$25K for FY27
 - Con: Safety and mental health (only one person at the station for a 12- or 24-hour shift)
 - Con: Must be an ALS provider only (Intermediate or Paramedic)
 - Staffing need: 2 ALS providers (12 hour) or 4 ALS providers (24 hour)
- **New - Option 4: (3) 24-hour ambulances (Palmyra, Fork Union and Kents Store) and eliminate 24-hour QRV (Countywide)**
 - Pro: More transport vehicles available to the County
 - Pro: Provides flexibility based upon patient acuity
 - Pro: No increased costs for FY26 or FY27
 - Con: Loss of a resource Countywide
 - Con: 2 trucks could be assigned to one call for service
 - Staffing need: 5 ALS or BLS providers

Next Steps

- For the Board of Supervisors to determine any staffing option changes?
- Timing of changes, for current FY26 or discuss as part of the FY27 budget?

Fire Training Building – Eric Dahl, County Administrator

- The Containerized Live Fire Training Structure RFP was issued Friday, November 14, 2025.
- Attending the Virginia Fire Services Board meeting Tuesday, December 2, 2025 to request a grant extension. The current grant deadline is March 2, 2026.
- The Containerized Live Fire Training Structure RFP is due Friday, December 5, 2025 at 2pm.
- Depending on proposals received, planning to bring a contract to the BOS at the December 17, 2025 meeting.

8 - ACTION MATTERS

None.

9 - PUBLIC HEARING

Juror Pay Donation – Dan Whitten, County Attorney

Virginia Code Authority

- Virginia Code § 17.1-619 authorizes a County to “provide by local ordinance that a juror may direct in writing that compensation due him be paid to the court service unit or to any other agency, authority or organization which is ancillary to and provides services to the courts of the county or city.”

Proposed County Code Section

- The Circuit Court Clerk has requested the authority in the County Code for jurors to donate their pay Offender Aid and Restoration - Jefferson Area Community Corrections or to Region Ten Community Services Board.
- The juror must provide this direction in writing.
- OAR – Jefferson Area Community Corrections and Region Ten Community Service Board provide extensive services to our court, especially with regard to Recovery Court.

At 7:34pm, Chair Fairchild opened the Public Hearing.

- James Schoenster, 843 Jefferson Dr, asked how the donated juror pay would be tracked.

With no one else wishing to speak, Chair Fairchild closed the Public Hearing at 7:36pm.

MOTION:	Approve the amendment to the County Code to enact Section 2-1-8.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - CONSENT AGENDA

The following items were approved under the Consent Agenda for November 19, 2025:

- Minutes of November 5, 2025 – Caitlin Solis, Clerk to the Board
- FY26 EMS - Insurance Claim - 2022 Ford F-55 - 2973 – Linda Mills, Purchasing Officer
- FY26 E-911 - Insurance Claim - Radio RX VFW Antenna – Linda Mills, Purchasing Officer
- CRMF - Abrams Academy Fire Alarm System – Don Stribling, FCPS Executive Director
- CRMF - FCHS Chiller (1) Tubes Cleaning – Don Stribling, FCPS Executive Director
- CRMF - FCHS VFD in the AHU – Don Stribling, FCPS Executive Director
- CRMF - FMS and FCHS Remote Well Monitoring System – Don Stribling, FCPS Executive Director

MOTION:	Approve the consent agenda, for the November 19, 2025 Board of Supervisors meeting.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Second	Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

11 - UNFINISHED BUSINESS

Tenaska Project Update – Eric Dahl, County Administrator

Mr. Dahl gave the Board a brief update on the status of the proposed Tenaska power plant.

- At the November 18, 2205 Meeting, the Substantial Accord 25-01 was deferred by the Planning Commission until the January 13, 2206 Planning Commission Meeting.
- The proposal for Tenaska to pay for an environmental assessment by Potesta was approved, with County Administration to serve as the point of contact with the County.
- The January 13, 2026 Planning Commission Meeting will be held in the Carysbrook Performing Arts Center.

Mr. Hodge confirmed that Tenaska agreed to pay for the traffic study; asked to make the DEQ Reports for the current plant available in five year or random intervals over the last 20 years; and asked of the binder of information given to the Board by Tenaska, could be added to the website and made available to the public.

The Board asked if staff could vet the list of concerns and regulations to put into place before Tenaska is approved, sent to the Board by Ray Bassi. Mr. O’Brien cautioned against the duplication of efforts by different agencies.

12 - NEW BUSINESS

Technology Zone – Eric Dahl, County Administrator

The Planning Commission discussed looking into the process of creating a Technology Zone, similar to the designated Solar District, including a committee created to look into regulations. The Planning Commission also

asked if the moratorium for data center applications could be extended until the Technology Zone District could be looked into. Mr. Whitten explained a resolution from the Board of Supervisors is required to extend the moratorium as well as a resolution to state the proposed amendment to the county code and the goal they are trying to achieve.

- The Board asked for the Planning Commission to come back with a clearer vision for what they are asking the Board to approve.

13 - PUBLIC COMMENTS #2

At 8:04pm, Chair Fairchild opened the second round of Public Comments.

- James Schoenster, 843 Jefferson Dr, complimented the hard work of the Registrar’s Office and poll workers on election day; and asked the Board to advocate for support for the Registrar’s Office on the state level.
- Tracy Smith, 2 Sandy Beach Ct, commented on Tenaska, the November Planning Commission meeting, data centers, and solar.
- Don Reynard, 3531 Union Mills Rd, commented on the Tenaska power plant, and taxes.
- Patti Reynard, 3531 Union Mills Rd, commented on campaign and election issues.
- Ray Bassi, 50 Smokewood Dr, commented on the Tenaska power plant and environmental standards.
- Ron Barche, 204 Panorama Ct, commented on energy needs, and energy sources.
- Jeff Potter, 474 Covered Bridge Rd, commented on data centers.

With no one else wishing to speak, Chair Fairchild closed the second round of Public Comments at 8:31pm.

RECESS FOR CLOSED SESSION

14 - CLOSED MEETING

MOTION:	At 8:32pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.6, A.7 & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – employees of Human Resources, Investment of Funds – Tenaska Traffic Study, Litigation – Gate Plaza LLC v. Fluvanna County Board of Supervisors, Legal Matters – Fire and Rescue Ordinance.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 9:33 pm, move 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.”				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Second	Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

15 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, November 19, 2025 at 9:34pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O’Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

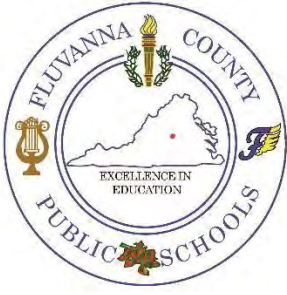
Christopher S. Fairchild
Chai

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB H

MEETING DATE:	December 3, 2025																																		
AGENDA TITLE:	FY26 FCPS Grants Supplemental Appropriation																																		
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$289,101.34 to the Fluvanna County Public Schools FY26 budget for funds received from State and Federal sources.																																		
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):																																
		X																																	
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																														
				X																															
STAFF CONTACT(S):	Tori Melton, Director of Finance Gemma Soares, Executive Director for Instruction and Finance																																		
PRESENTER(S):	Gemma Soares, Executive Director for Instruction and Finance																																		
RECOMMENDATION:	I recommend approval of the motion as stated above.																																		
TIMING:	Routine																																		
DISCUSSION:	<p>Fluvanna County Public Schools has received \$289,101.34 in new FY26 grant funding from State and Local revenue sources that were not included in the FY26 budget. The supplemental appropriation breakdown is provided on the FCPS request enclosed. The below tables show the change in the FY26 FCPS budget:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #d9ead3;"> <th style="text-align: left;">Revenue Category</th> <th style="text-align: right;">FY26 Adopted</th> <th style="text-align: right;">FY26 Revised</th> <th style="text-align: right;">FY26 Request</th> <th style="text-align: right;">FY26 Revised (NEW Total)</th> </tr> </thead> <tbody> <tr> <td>Local - County</td> <td style="text-align: right;">23,790,216</td> <td style="text-align: right;">-</td> <td style="text-align: right;">-</td> <td style="text-align: right;">23,790,216</td> </tr> <tr> <td>Other Local</td> <td style="text-align: right;">454,200</td> <td style="text-align: right;">29,140</td> <td style="text-align: right;">-</td> <td style="text-align: right;">483,340</td> </tr> <tr> <td>State</td> <td style="text-align: right;">31,265,400</td> <td style="text-align: right;">3,342,995.44</td> <td style="text-align: right;">150,374</td> <td style="text-align: right;">34,758,769.44</td> </tr> <tr> <td>Federal</td> <td style="text-align: right;">1,440,500</td> <td style="text-align: right;">322,670.98</td> <td style="text-align: right;">138,727.34</td> <td style="text-align: right;">1,901,898.32</td> </tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">56,950,316</td> <td style="text-align: right;">3,694,806.42</td> <td style="text-align: right;">289,101.34</td> <td style="text-align: right;">60,934,223.76</td> </tr> </tbody> </table>					Revenue Category	FY26 Adopted	FY26 Revised	FY26 Request	FY26 Revised (NEW Total)	Local - County	23,790,216	-	-	23,790,216	Other Local	454,200	29,140	-	483,340	State	31,265,400	3,342,995.44	150,374	34,758,769.44	Federal	1,440,500	322,670.98	138,727.34	1,901,898.32	TOTAL	56,950,316	3,694,806.42	289,101.34	60,934,223.76
Revenue Category	FY26 Adopted	FY26 Revised	FY26 Request	FY26 Revised (NEW Total)																															
Local - County	23,790,216	-	-	23,790,216																															
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Federal	1,440,500	322,670.98	138,727.34	1,901,898.32																															
TOTAL	56,950,316	3,694,806.42	289,101.34	60,934,223.76																															
FISCAL IMPACT:	<p>Approval of this supplemental appropriation will authorize staff to increase the Revenue and Expenditures by \$289,101.34 as outlined in the above table.</p> <p>There is no local County match required for these funds. In addition, this request is not for County Local funding carryover. Any requests for County Local funding carryovers will not occur until December 2025.</p>																																		

POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	FCPS Supplemental Appropriation Request				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



FLUVANNA COUNTY PUBLIC SCHOOLS

14455 JAMES MADISON HIGHWAY
PALMYRA, VIRGINIA 22963

Phone: (434) 589-8208 Fax: (434) 589-2248

TO: Eric Dahl, County Administrator, Fluvanna County

FROM: Gemma Soares, Executive Director for Instruction and Finance

Cc: Dr. Peter Gretz, Superintendent, Fluvanna County Public Schools
Amanda Settle, Coordinator of Finance, Fluvanna County Public Schools
Tori Melton, Fluvanna County Finance Director

DATE: November 06, 2025

RE: Supplemental Appropriation Request for Additional Federal and State Funding

Please see the itemized supplemental request below for additional federal and state funds that have been allocated in the final awards for FY 2026. Thank you for the consideration of this funding request.

Funding Source	Year	Type	Category	Expiration	Original Amount Budgeted	Final FY 26 Award Allocation	Additional Funds Received
Title I	2026	Federal	Instruction	09/30/2027	\$420,000	\$489,859.51	\$69,859.51
Title II	2026	Federal	Instruction	09/30/2027	\$86,000	\$97,095.06	\$11,095.06
Title III	2026	Federal	Instruction	09/30/2027	\$5,000	\$9,926.57	\$4,926.57
Title IV	2026	Federal	Instruction	09/30/2027	\$28,000	\$33,287.25	\$5,287.25
Title VIB 619 PreK	2026	Federal	Instruction	09/30/2027	\$21,500	\$22,425	\$925
Title VIB 611	2026	Federal	Instruction	09/30/2027	\$830,000	\$872,941	\$42,941
Carl Perkins	2026	Federal	Instruction	09/30/2027	\$50,000	\$53,692.95	\$3,692.95
School Security	2025	State	Operations	06/30/2026	N/A	N/A	\$140,000
School Security	2024	State	Operations	06/30/2026	N/A	N/A	\$10,374
					Total Supplemental Requested		\$289,101.34

The Fluvanna County School Board is committed to nondiscrimination with regard to sex, sexual orientation, gender, gender identity, race, color, national origin, disability, religion, ancestry, age, marital status, pregnancy, childbirth or related medical conditions, status as a veteran, genetic information or any other characteristic protected by law. This commitment prevails in all of its policies and practices concerning staff, students, educational programs and services, and individuals and entities with whom the Board does business. Mr. Don Stribling, Executive Director for Human Resources, Operations, and Student Services, is designated as the responsible person (Compliance Officer) regarding assurances of nondiscrimination. Any complaint alleging discrimination based on a disability shall be directed to Ms. Jennifer Valentine, Director of Special Education (the Section 504 Coordinator). Both may be reached at the following address: 14455 James Madison Highway, Palmyra, VA 22963; telephone (434) 589-8208. The Fluvanna County School Board is an Equal Opportunity Employer.

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

TAB I

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Project Agreement 04 with MTFA Architecture for Historic Courthouse				
MOTION(s):	I move the Board of Supervisors approve Project Agreement #04 between Fluvanna County and MTFA Architecture, PLLC for the Historic Courthouse restoration project totaling no more than \$16,979.75, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Dan Whitten, County Attorney				
PRESENTER(S):	Dan Whitten, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> The County signed a Term Agreement with MTFA Architecture, PLLC on Feb. 23, 2024 for professional services related to the Historic Structure Report for the Courthouse. It is anticipated that the proposed services under this proposal will pursue additional scopes of work to incorporate archaeological monitoring and associated efforts as required by the funding requirements of the Virginia 250 grant. 				
FISCAL IMPACT:	\$16,979.75 from FY26 CIP				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> MTFA Architecture Project Agreement #04 Proposal for A/E services 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

PROJECT AGREEMENT # 04
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES
Fluvanna County Historic Courthouse

This Project Agreement #04 (the "Project Agreement") made this ____ day of _____, 2025 between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and MTF Architecture, PLLC ("A/E"), a Virginia limited liability company, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 23rd day of February, 2024 (including all exhibits, and as modified by any amendments or addenda thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas, the A/E submitted a proposal letter dated October 13, 2025 entitled "County of Fluvanna, Fluvanna County Historic Courthouse, Courthouse Order 04 – Phase 2 Restoration - Archaeological Services" (the "Proposal") which is attached hereto as **Exhibit 1** and made a material part hereof;

Whereas, the County desires that the Consultant complete the work and services set forth in the Proposal, including, without limitation, the services described both in the "Additional Scope of Work" section, which services are generally described therein as:

The purpose of this task order ("Task Order") pursues additional scopes of work to incorporate archaeological monitoring and associated efforts are required by the funding requirements of the Virginia 250 grant.

Now therefore, 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 as needed and necessary or desired to complete Services on the Task Order consistent with all provisions of this Project Agreement, the Proposal, and the Agreement.

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

Dale Critzer
 Director of Public Works
 197 Main Street
 P.O. Box 540
 Palmyra, VA 22963

Phone: (434) 591-1925 Ext. 1008
 Email: dcritzer@fluvannacounty.org

Billing inquiries should be directed to Victoria Melton, Finance Director, 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;
- ii. Exhibit 1 hereto;
- iii. Exhibit 2 hereto, being the Term Contract for Professional Services dated February 23, 2024 and including exhibits thereto; and
- iv. Exhibit 3 hereto, being the County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors

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 Document will control. In other words, (i) shall control over (ii) to (iv) above, and (ii) shall control over (iii) and (iv) and so forth.

ARTICLE IV: FEES

The A/E shall receive up to a not-to-exceed total of SIXTEEN THOUSAND NINE HUNDRED SEVENTY-NINE AND 75/100 DOLLARS (\$16,979.75) based on the Proposal, which shall be payable monthly for work and expenses accrued during the past month.

The fixed fee, lump sum is a not-to exceed amount. The A/E shall submit invoices to the County monthly for services actually rendered on each subtask and upon final completion. The invoice shall describe the services rendered to date with specificity. The A/E will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County in the County's sole discretion ("Final Completion"). No invoice may be provided by the A/E to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees invoiced or due under this Project Agreement exceed \$16,979.75 total.

Notwithstanding anything to the contrary contained in the Proposal, the A/E shall be paid up to the fixed fee, lump sum for the Task Order Services set forth in this Project Agreement.

The 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(s) specified.

ARTICLE V: TERM

A/E shall with due diligence and dispatch assiduously pursue this Task Order to completion. A/E will meet the schedule provided in **Exhibit 1**, as time is 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: Victoria Melton, Finance Director

Fluvanna County

P.O. Box 540

Palmyra, VA 22963

Telephone: (434) 591-1930

Facsimile: (434) 591-1931

A/E:

MTFA Architecture, PLLC

ATTN: James P. Clark, Principal

3200 Langston Boulevard

Arlington, VA 22207

Telephone: (703) 524-6616

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.

[Signature page to follow.]

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

A/E:
MTFA Architecture, PLLC

County:
Fluvanna County:

By: _____ Date: _____
Name: James P. Clark
Title: Principal

By: _____ Date: _____
Name: Eric M. Dahl
Title: County Administrator

Approved as to form:

By: _____
Fluvanna County Attorney

October 13, 2025



County of Fluvanna, Virginia
132 Main Street
P.O. Box 540
Palmyra, VA 22963

ATTN: Eric Dahl
County Administrator
Submitted by e-mail: edahl@fluvannacounty.org

RE: *County of Fluvanna, Fluvanna County Historic Courthouse, Courthouse Order 04 – Phase 2
Restoration – Archaeological Services*

Dear Mr. Dahl:

We are pleased to submit a fee proposal for Courthouse Order 04 for Archaeological Services during construction under the Term Contract dated February 23, 2024 for the Fluvanna County (FC) Historic Courthouse AE Services in Palmyra, Virginia. This purchase order pursues additional scopes of work to incorporate archaeological monitoring and associated efforts as required by the funding requirements of the Virginia 250 grant. This work will be performed only to the extent required by the on-site activities.

For this expanded scope, the historic preservation division of MTFA Architecture will be supported by Rivanna Archaeological Services, LLC (RAS) for archaeological services.

ADDITIONAL SCOPE OF WORK

This purchase order includes the following efforts:

- Archaeological services including administration, fieldwork, laboratory processing, report production, and expenses.
- Additional architectural work for administering archaeologists on behalf of Fluvanna County during construction administration. MTFA will manage coordination with RAS as needed to facilitate on-site monitoring during ground-disturbing activities as well as review and issue all documentation generated as a part of the archaeological fieldwork.
- See attached RAS proposal for additional assumptions and clarifications

Compensation

Not-to-exceed hourly time-and-materials fee total is sixteen-thousand and nine-hundred-seventy-nine dollars and seventy-five cents (\$16,979.75).

Please let me know if you have any questions or if you need further information at this time.

Sincerely,

A handwritten signature in black ink that reads "James P. Clark". The signature is fluid and cursive.

James P. Clark, FAIA
Principal
MTFA Architecture, PLLC

Attachments (1) – RAS Proposal dated September 12, 2025



Rivanna
Archaeological
Services, LLC

BOS2025-12-03 p.62/258
410 E. Water St., Suite 1100
Charlottesville, VA 22902

Tel: 434-293-3108
Email: info@rivarch.com

A Proposal for Archaeological Investigations Associated with the Rehabilitation of the historic Fluvanna County Courthouse (VDHR 032-0013) Palmyra, Virginia

Submitted to MFTA Architecture
September 12, 2025

Rivanna Archaeological Services, LLC is pleased to submit the following proposal for archaeological investigations associated with the rehabilitation of the historic Fluvanna County Courthouse located in Palmyra, Virginia (Figure 1). In 2022 MFTA Architecture completed an Historic Structure Report (HSR) for the historic Fluvanna County Courthouse.¹ Based on the recommendations of the HSR, Fluvanna County is undertaking a targeted rehabilitation of the courthouse and surrounding grounds.

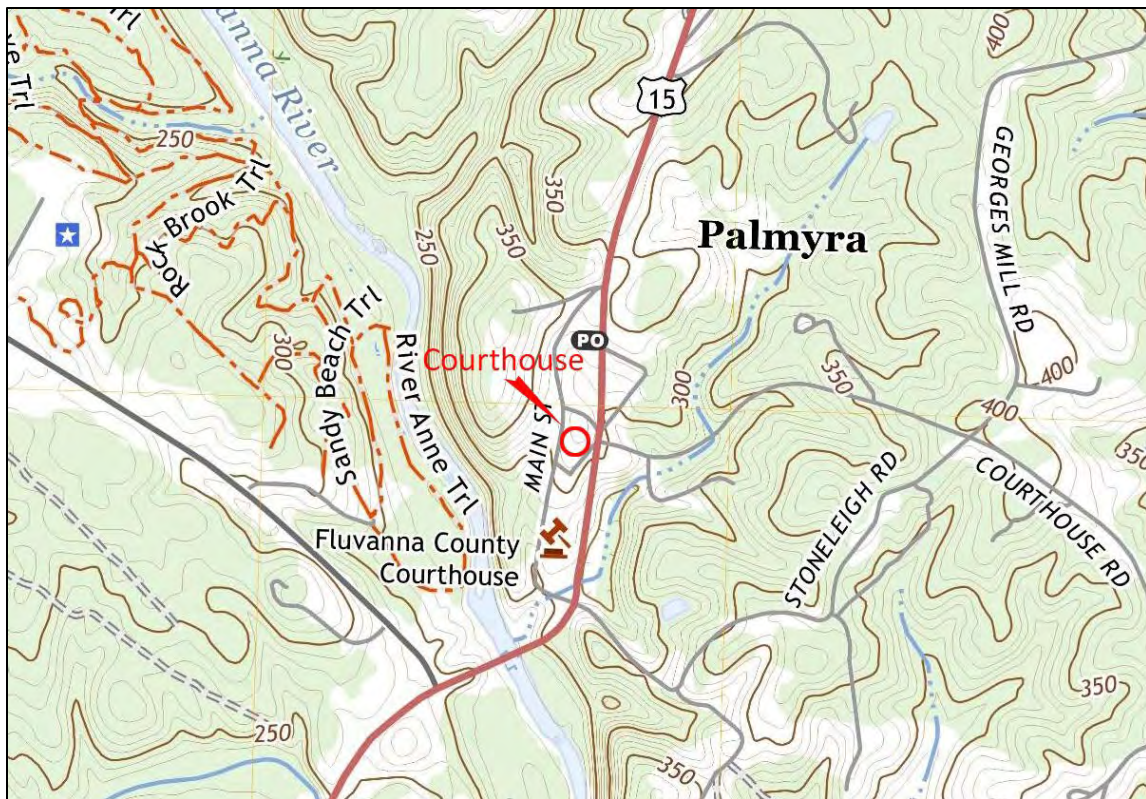


Figure 1: Plan showing the location of the historic Fluvanna County Courthouse in Palmyra, Virginia.
USGS, Palmyra Quadrangle, 7.5-Minute Series, 2022

¹ John Milner Associates Preservation, *Fluvanna County Historic Courthouse, Historic Structure Report*. (Arlington, Virginia: John Milner Associates Preservation, 2022).

Fluvanna County has applied for and received a *Virginia 250 Preservation* grant from the Virginia Department of Historic Resources. As required by the Virginia Department of Historic Resources, archaeological investigations will need to accompany the rehabilitation project where it proposes to disturb soils surrounding the Courthouse. The goal of these archaeological investigations is to determine the presence and integrity of archaeological features and deposits that may lie within the Courthouse project area and to assess their potential significance.

Project Understanding

Based on a preliminary conversation with John Milner Associates Preservation, a limited amount of ground disturbing activities, including removal of a limited number of trees and shrubs; removal of a section of extant brick surfacing; replacement of extant concrete gutters adjacent to the historic structure; and installation of a new lighting protection system that will require grounding (Figure 2).

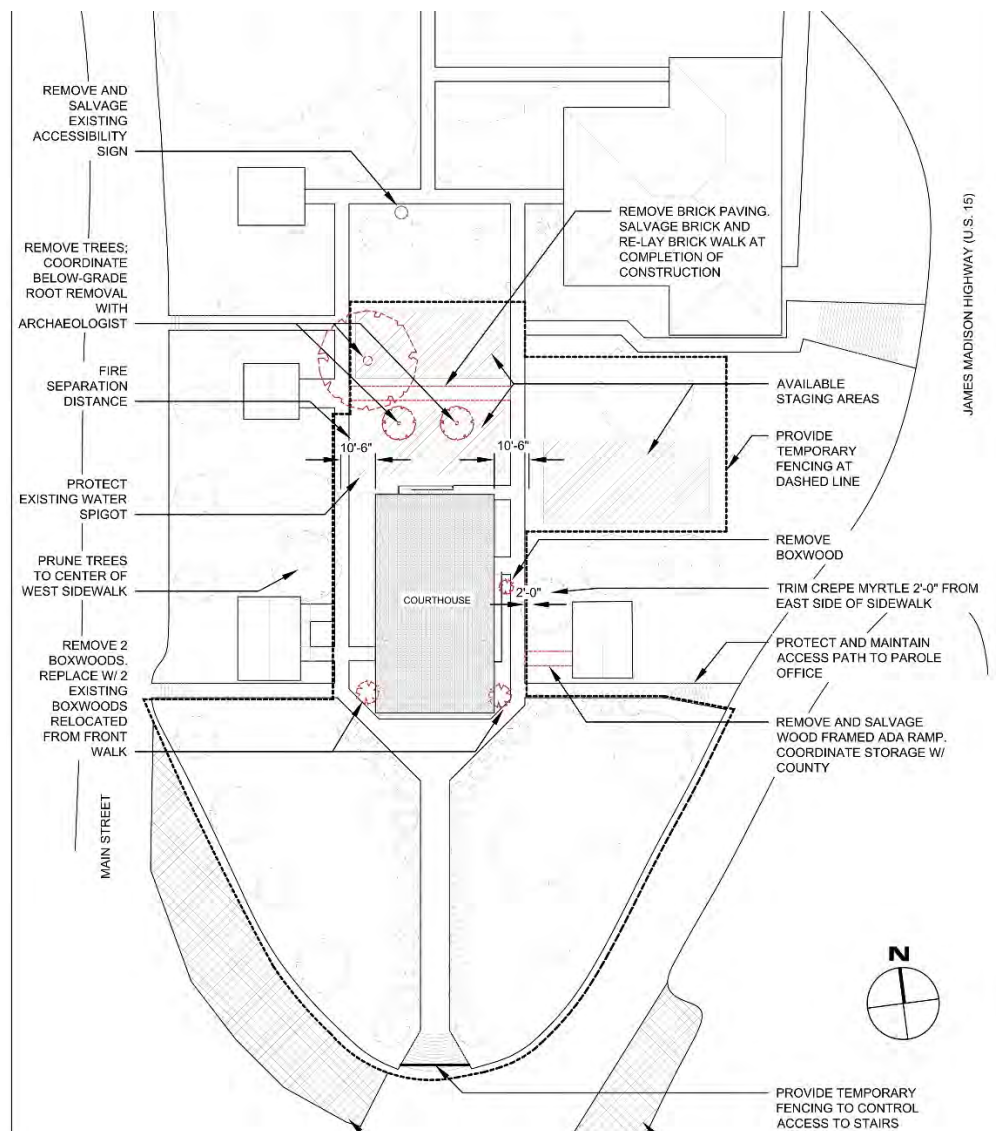


Figure 2: Plan showing location and description of ground disturbing activities associated with the rehabilitation of the Fluvanna County Courthouse. John Milner Associates Preservation, 2025.

Historic Context²

In June of 1828, Fluvanna County decided to move their court seat from Napiers Ford to the new town of Palmyra. A plan for the new courthouse was drafted by John Hartwell Cocke in November of 1829 (Figure 3) and subsequently approved by the court commissioners. Solicitations were received to build a new courthouse and jail on a 4-acre tract donated by Walker Timberlake. In December of 1829, John H. Cocke and Walker Timberlake joined together to submit a proposal to build the courthouse. The contract to build the new courthouse was awarded to Cocke and Timberlake in January of 1830 and construction was initiated early in that year. By March of 1831, Fluvanna County had accepted the completed courthouse.

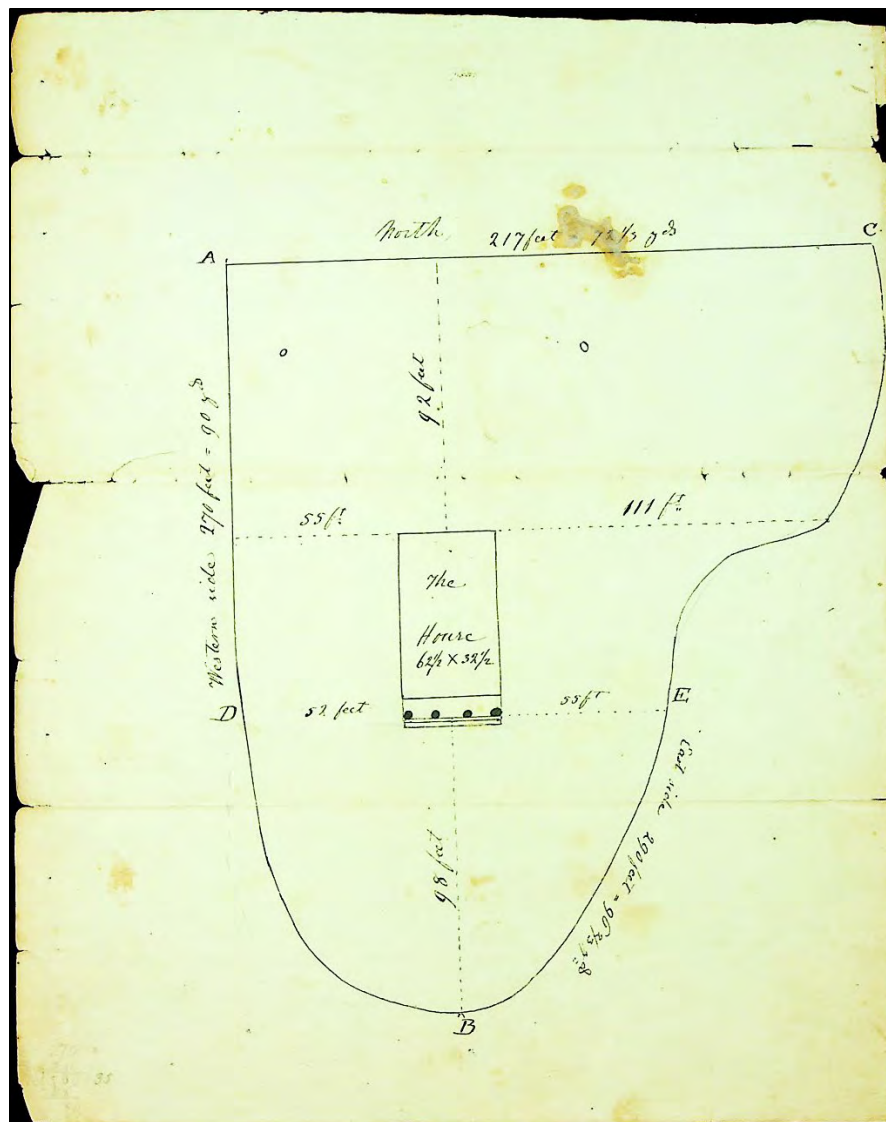


Figure 3: Plan for the new courthouse and adjacent grounds, n.d. [John Hartwell Cocke, ca. 1831].
Box 2.2, Folder 11, FHS.

² The summary historical context is taken from John Milner Associates Preservation, *Fluvanna County Historic Courthouse, Historic Structure Report*. (Arlington, Virginia: John Milner Associates Preservation, 2022).

Beyond the ca. 1831 Courthouse proper, throughout the nineteenth and into the early twentieth century, several buildings and landscape features were constructed within the adjacent grounds. John Hartwell Cocke submitted a spring of 1831 plan, subsequently approved by the county court, for enclosing the courthouse grounds with a stone wall following the topography of the grounds. Three stairways provided pedestrian access to points east, west, and south of the front Portico of the new courthouse. A picket gate was also constructed at the southern pedestrian entrance. The enclosure was completed in 1832.

John Hartwell Cocke's 1830 design for the court seat also included a pair of flanking supporting buildings. Two new small 18-foot square brick structures were constructed, one east and west of the courthouse, the western one constructed by clerk Abraham Shepherd as his office, and the eastern one constructed with county funds. By about the late 1840s, the county constructed a new, larger Clerk's Office. Located northeast of the courthouse, with the exception of the courthouse the new clerk's office was the largest structure within the courthouse grounds (Figure 4).

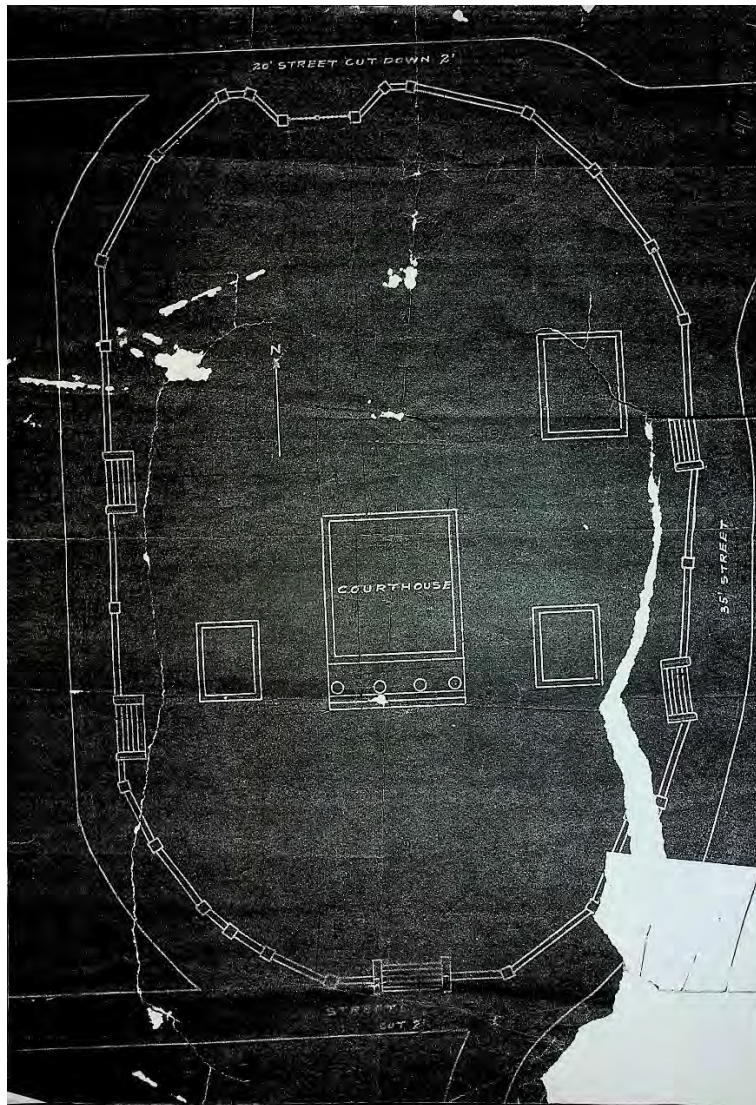


Figure 4: Plat of the Fluvanna County Courthouse, flanking offices east and west, and new clerk's office, ca. 1909. B2.2 F9 Oversized, FHS.

In 1840 the court approved the construction of a church on the grounds just north of the courthouse. Completed in the same year, the Palmyra Methodist Church developed structural issues and was demolished in the late 1880s.

Sometime ca. 1850, a well was dug in courthouse grounds. In addition, by the early 1870s a privy was also constructed at an unknown location in the courthouse grounds.

By the second decade of the twentieth century, a survey ascertaining the boundaries of the courthouse grounds documents the presence of six buildings, including the courthouse, a clerk's office west of the courthouse, a treasurer's office east of the courthouse, a larger clerk's office northeast of the courthouse, and two legal offices northwest of the courthouse (Figure 5).



Figure 5: Plat showing survey of Fluvanna County Courthouse grounds, 1913. Box 22, Folder 9, FHS.

Previous Research

The historic Fluvanna County Courthouse is the primary resource of the Fluvanna County Courthouse Historic District (VDHR 032-0040). The district was listed on the Virginia Landmarks Register and the National Register of Historic Places in 1971.

A search of the Virginia Department of Historic Resources VCRIS database did not identify any documented archaeological resources within the courthouse grounds. No archaeological research is known to have taken place within the courthouse grounds.

Research Design

Given the minimal impact of the proposed ground disturbing activities, it is recommended that archaeological monitoring of construction activities only take place for the duration of the project. Archaeological monitoring of construction activities has proven to be a valuable tool in documenting soil development and in identifying and documenting buried cultural resources in construction contexts.

Upon the initiation of construction, a qualified archaeologist will be on site during all ground disturbing activities to document soil development and to identify and document cultural features and deposits. Documentation will entail the periodic scraping down of soil profiles and surfaces, as well as taking photographs and drawing sketch maps where relevant. An unprovenienced and opportunistic collection of material culture will also be made from soils within the project area. In the event that a potentially significant cultural feature is identified during construction activities, the John Milner Associates Preservation project manager will be contacted immediately, and in consultation with Fluvanna County staff, a plan for mitigation will be developed. Mitigation can include avoidance, or additional archaeological excavation and documentation.

All areas of ground disturbing activity, as well as the location of any potentially significant cultural features and deposits, will be mapped using an *Emlid Reach RS 2* Receiver and Base GPS system with centimeter level accuracy.

Laboratory Processing

All material culture recovered during monitoring of construction activities will be returned to the Charlottesville offices of RAS. All artifacts will be washed and bagged by provenience and placed in an acid-free box for storage. Following the processing of material culture, a spreadsheet catalog identifying and describing all artifacts will be generated.

Report Preparation

A final technical report will be prepared detailing the research strategy and findings of the archaeological investigation. Report preparation will include analysis, write-up, and the assembly of all graphics necessary to illustrate the project area, the fieldwork and research conducted, and the findings of this work. Cultural resources identified during this work will be presented and interpreted within the context of the history of and development of the courthouse grounds and recommendations made regarding the need for any further archaeological and/or historical research.

Investigation Standards

The research proposed here is in full compliance with the standards and guidelines for archaeological investigations established by the Secretary of the Interior (48 FR 44716-44742), and Section 106 of the National Historic Preservation Act (36 CFR Part 800), and adopted by the Department of Historic Resources in Richmond, Virginia (2011, Revised 2017).

Schedule and Deliverables

The Fluvanna County Courthouse Rehabilitation project is anticipated to be initiated sometime in the fall of 2025. Monitoring of construction activities associated with the project will be coordinated with the construction contractor awarded the project and is anticipated to last several months. Following the completion of all fieldwork, laboratory analysis, including the cleaning and cataloging of all material culture recovered from the field, will be initiated. It is anticipated that laboratory processing of all material culture should take 30 days to complete.

A draft technical report of the archaeological investigations will be issued to John Milner Associates Preservation for review within 90 days of the completion of laboratory analysis. John Milner Associates Preservation will be responsible for passing on the draft technical report to Fluvanna County and other interested reviewers. Comments on the draft report should be submitted in writing to Rivanna Archaeological Services within four weeks of receiving the draft copy. A final edited report will be issued within two weeks of receiving John Milner Associates Preservation comments.

Four hard bound copies, and one electronic copy of the final technical report will be submitted to the John Milner Associates Preservation.

- One hard copy and one electronic copy should be forward to the Virginia Department of Historic Resources for review and as a permanent record;
- One hard copy and one electronic copy should be delivered to Fluvanna County;
- One hard copy and one electronic copy should be delivered to the Fluvanna Historical Society;
- One hard copy and one electronic copy should be retained by John Milner Associates Preservation.

Assumptions

- It is assumed that one RAS vehicle will be allowed to park near the project area during fieldwork responsibilities.

Fluvanna County Courthouse Rehabilitation Project
Archaeological Monitoring Services
Rivanna Archaeological Services 9.12.2025

<i>Task</i>	<i>Staff</i>	<i>Hours</i>	<i>Rate</i>	<i>Cost Estimate</i>
<i>Administration</i>				
Virtual and On-site Meetings / Phone Calls	Project Arch.	8	\$90.00	\$720.00
Field form scanning	Field Tech.	1	\$42.00	\$42.00
Photo labelling	Field Tech.	2	\$42.00	\$84.00
Subtotal				\$846.00

Fieldwork					
	Archaeological Monitoring	Project Arch.	40	\$90.00	\$3,600.00
	Site Mapping	GIS Tech.	8	\$75.00	\$600.00
	Mileage Reimbursal (7 Trips)	(360 mi * \$0.70)			\$252.00
				Subtotal	\$4,452.00

<i>Laboratory Processing</i>				
Washing / Bagging	Lab. Tech.	16	\$42.00	\$672.00
Artifact Photography / Digital Editing	Lab Director	8	\$90.00	\$720.00
Cataloging	Lab Director	24	\$90.00	\$2,160.00
Subtotal				\$3,552.00

<i>Report Production</i>				
Write Up / Analysis	Project Arch.	40	\$90.00	\$3,600.00
Graphics	GIS Tech.	16	\$75.00	\$1,200.00
Editing	Principal	8	\$105.00	\$840.00
Subtotal				\$5,640.00

<i>Miscellaneous</i>			
	Printing / Binding	4 hard bound copies	\$25.00
	Emlid Reach RS2 GPS Unit	<u>\$250 / week</u>	\$250.00
		Subtotal	\$275.00

Summary of Costs	
Administration	\$846.00
Fieldwork	\$4,452.00
Laboratory Processing	\$3,552.00
Report Production	\$5,640.00
Miscellaneous	\$275.00
Total Cost	\$14,765.00

The fees listed above will be incurred on a time and materials basis which will be billed at the end of each month. Archaeological monitoring of construction activities will proceed at the pace of construction and therefore the time budgeted is an estimate only. If the budgeted hours are found to be inadequate, Rivanna Archaeological Services, LLC will notify MFTA Architects as far in advance as possible and request a change order to cover the additional unanticipated expenses.

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

TAB J

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Robert J. Atkinson and Eileen I. Atkinson				
MOTION(s):	I move to approve the open space agreement for Robert J. Atkinson and Eileen I. Atkinson for tax map parcel 40-16-18; agreement shall remain in effect for a term of four (4) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Robert J. Atkinson and Eileen I. Atkinson's executed open space agreement - Map of tax map parcel 40-16-18				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Robert J. & Eileen I. Atkinson
13413 Kingham Place
Midlothian, VA 23114

Tax map parcel: 40-16-18

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 19 day of September, 2025, by and between **ROBERT J. ATKINSON** and **EILEEN I. ATKINSON**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 40-16-18 (20.08 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 FOUR (4) consecutive tax years.

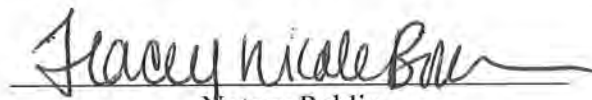
4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

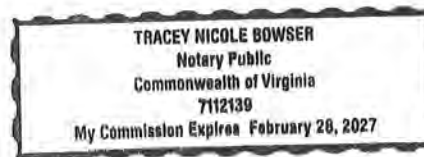
 (SEAL)
Landowner

STATE OF Virginia
CITY/COUNTY OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me this 19th day of September, 2025, by Robert J. Atkinson.


Notary Public

My commission expires: 2/28/2027
Notary registration number: 7112139

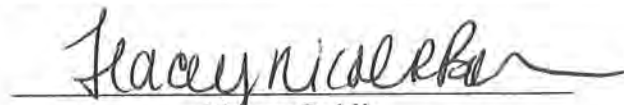


[SEAL]

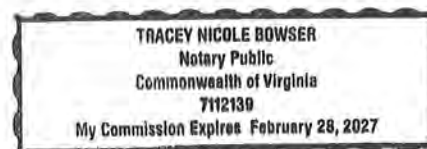
 (SEAL)
Landowner

STATE OF Virginia
CITY/COUNTY OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me this 19th day of September, 2025, by Eileen I. Atkinson.


Notary Public

My commission expires: 2/28/2027
Notary registration number: 7112139



[SEAL]

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

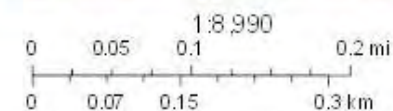
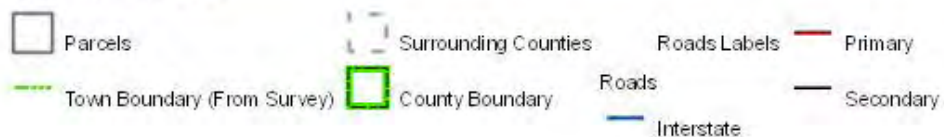
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 40 16 18

Parcel located off off Central Plains Road in Palmyra, VA



November 10, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

TAB K

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Jerry S. Barker and Jean M. Barker				
MOTION(s):	I move to approve the open space agreement for Jerry S. Barker and Jean M. Barker for tax map parcels 42-10-A, 42-10-B and 41-10-C; agreement shall remain in effect for a term of five (5) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Jerry S. Barker and Jean M. Barker's executed open space agreement - Map of tax map parcels 42-10-A, 42-10-B and 42-10-C				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Jerry S. & Jean M. Barker
3590 Arbor Place
Wake Forest, NC 27587

Tax map parcels: 42-10-A, 42-10-B & 42-10-C

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 27th day of October, 2025, by and between **JERRY S. BARKER** and **JEAN M. BARKER**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 42-10-A (9.5879 acres)
 42-10-B (11.2764 acres)
 42-10-C (9.9261 acres)
 Total Acreage: 30.7904 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Jerry S. Barker (SEAL)
Landowner

STATE OF North Carolina

CITY/COUNTY OF Wake, to-wit:

The foregoing instrument was acknowledged before me this 27th day of October, 2025, by Jerry Scot Barker.

[Signature]
Notary Public EX 11/08/2025

My commission expires: 11/08/2025
Notary registration number: N/A in NC



Jean M. Barker (SEAL)
Landowner

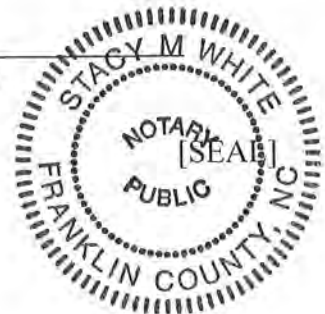
STATE OF North Carolina

CITY/COUNTY OF Wake, to-wit:

The foregoing instrument was acknowledged before me this 27th day of October, 2025, by Jean Marsh Barker.

[Signature]
Notary Public

My commission expires: 11/08/2025
Notary registration number: N/A in NC



COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

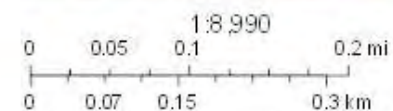
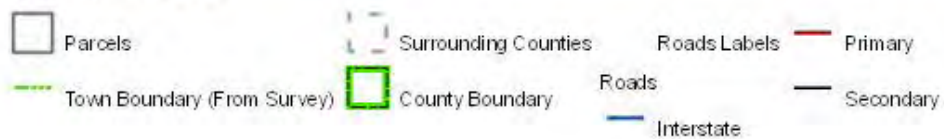
Fluvanna County Attorney

Fluvanna County, VA WebGIS

Parcels located off of Carysbrook Road in Palmyra, VA



November 12, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB L

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for William C. Boisseau III & Linda Boisseau				
MOTION(s):	I move to approve the open space agreement for William C. Boisseau III and Linda Boisseau for tax map parcel 51-14-3; agreement shall remain in effect for a term of ten (10) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- William C. Boisseau III and Linda Boisseau's executed open space agreement - Map of tax map parcel 51-14-3				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

William C. III & Linda Boisseau
18108 W. County Line Rd.
Midlothian, VA 23112

Tax map parcel: 51-14-3

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 28th day of October, 2025, by and between **WILLIAM C. BOISSEAU III** and **LINDA BOISSEAU**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 51-14-3 (12.208 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

William C. Boisseau III (SEAL)
Landowner

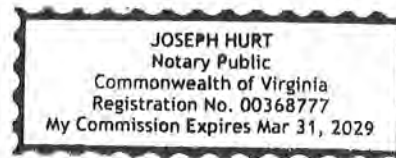
STATE OF Virginia

CITY/COUNTY OF Powhatan, to-wit:

The foregoing instrument was acknowledged before me this 28th day of October,
2025, by William C Boisseau III.

Joseph Hurt
Notary Public

My commission expires: March 31, 2029
Notary registration number: 00368777



[SEAL]

Linda S Boisseau (SEAL)
Landowner

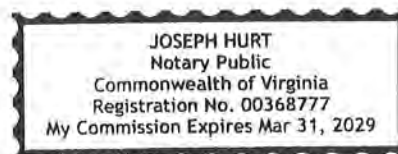
STATE OF Virginia

CITY/COUNTY OF Powhatan, to-wit:

The foregoing instrument was acknowledged before me this 28th day of October,
2025, by Linda S Boisseau.

Joseph Hurt
Notary Public

My commission expires: March 31, 2029
Notary registration number: 00368777



[SEAL]

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

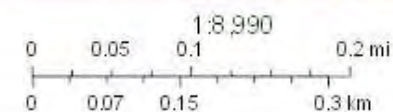
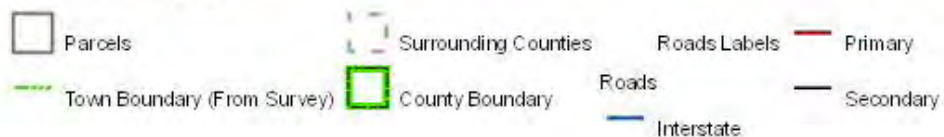
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 51 14 3

Parcel located off of Thessalonía Road in Bremo Bluff, VA



November 10, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB M

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Timothy Church & Kim Church				
MOTION(s):	I move to approve the open space agreement for Timothy Church and Kim Church for tax map parcel 33-12-6; agreement shall remain in effect for a term of four (4) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Timothy Church and Kim Church's executed open space agreement - Map of tax map parcel 33-12-6				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Timothy & Kim Church
13413 Boca Ciega Ave.
Madeira Beach, FL 33708

Tax map parcel: 33-12-6

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 9TH day of September, 2025, by and between **TIMOTHY CHURCH** and **KIM CHURCH**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 33-12-6 (11.656 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 four (4) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

[Signature] (SEAL)
Landowner

STATE OF Florida

CITY/COUNTY OF Pinellas, to-wit:

The foregoing instrument was acknowledged before me this 9th day of September,
2025, by TIMOTHY CHURET

[Signature]
Notary Public



[SEAL]

My commission expires:
Notary registration number:

[Signature] (SEAL)
Landowner

STATE OF Florida

CITY/COUNTY OF Pinellas, to-wit:

The foregoing instrument was acknowledged before me this 9th day of September,
2025, by KIM A. CHURET

[Signature]
Notary Public



[SEAL]

My commission expires:
Notary registration number:

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

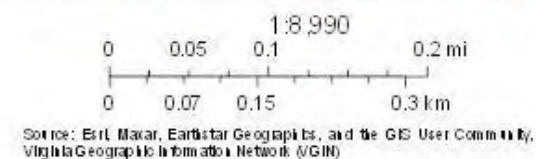
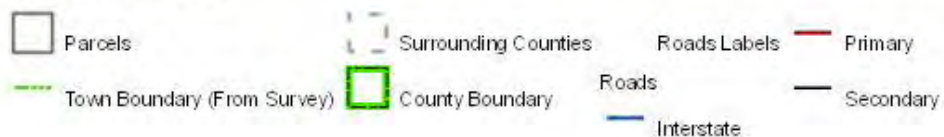
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 33 12 6

Parcel located off of Community House Road in Kents Store, VA



November 10, 2025



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB N

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Matthew R. Esch and Sherry G. Esch				
MOTION(s):	I move to approve the open space agreement for Matthew R. Esch and Sherry G. Esch for tax map parcel 56-1-5; agreement shall remain in effect for a term of ten (10) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Matthew R. Esch and Sherry G. Esch's executed open space agreement - Map of tax map parcel 56-1-5				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

MATTHEW AND SHERRY ESCH
205 HARDWARE RIVER DRIVE
SCOTTSVILLE, VA 24590

Tax Map Parcel: 56-1-5

Return to: County of Fluvanna
 132 Main Street
 Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 30 day of JUNE, 2025, by and between MATTHEW AND SHERRY ESCH, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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)
 205 HARDWARE RIVER DRIVE
 SCOTTSVILLE, VIRGINIA 24590

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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 10 ^{TEN} consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

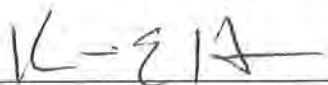
Witness the following duly authorized signatures and seals.

 (SEAL)
Landowner

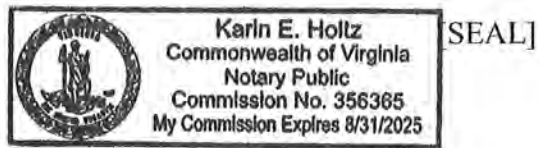
STATE OF Virginia

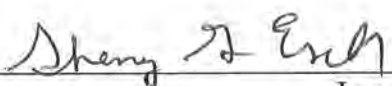
CITY/COUNTY OF Flovanna, to-wit:

The foregoing instrument was acknowledged before me this 30 day of June,
2025, by Matthew R. Esch.


Notary Public

My commission expires: August 31, 2025
Notary registration number: 356365



 (SEAL)
Landowner

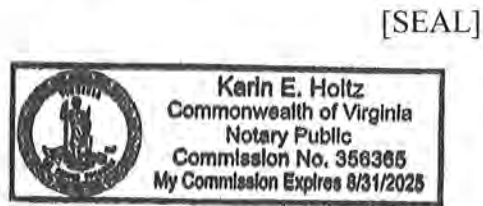
STATE OF Virginia

CITY/COUNTY OF Flovanna, to-wit:

The foregoing instrument was acknowledged before me this 30 day of June,
2025, by Sherry G. Esch.


Notary Public

My commission expires: August 31, 2025
Notary registration number: 356365



COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

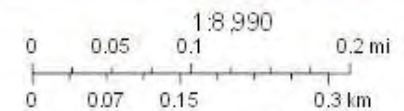
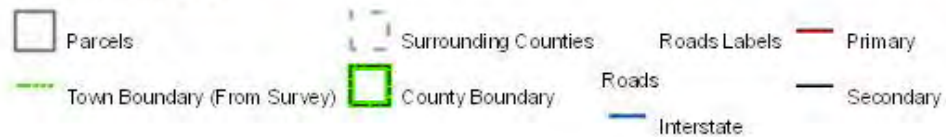
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 56 1 5

Parcel located at 205 Hardware River Drive, Scottsville, VA 24590



November 10, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB O

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Maria Feisner				
MOTION(s):	I move to approve the open space agreement for Maria Feisner for tax map parcel 40-10-3; agreement shall remain in effect for a term of four (4) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Maria Feisner's executed open space agreement - Order Appointing Guardian and Conservator for Maria Feisner - Map of tax map parcel 40-10-3				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Maria Feisner
282 Little Pond Ln.
Palmyra, VA 22963

Tax map parcel: 40-10-3

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 21st day of October, 2025, by and between **MARIA FEISNER**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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)

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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 four (4) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

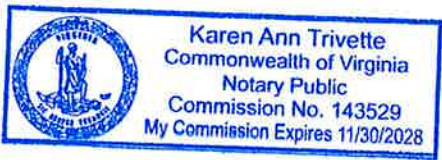
Consent for Mortgages (SEAL)
Landowner

STATE OF Virginia
CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 21st day of October,
2025, by Andrea York.

Karen Ann Trivette
Notary Public

My commission expires: 11/30/28
Notary registration number: 143529



[SEAL]

Landowner (SEAL)

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by _____.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

Fluvanna County Attorney

CERTIFICATE/LETTER OF QUALIFICATION

COMMONWEALTH OF VIRGINIA

VA. CODE §§ 6.2-893, 6.2-1171, 6.2-1365, 6.2-1367, 64.2-2011, 64.2-506, 64.2-607

Court File No. **25CL118****Fluvanna County** Circuit CourtI, the duly qualified clerk/deputy clerk of this Court, **CERTIFY** that on **May 12, 2025**
DATE**Andrea Yoak, Esq.**

NAME(S) OF PERSON(S) QUALIFYING

duly qualified in this court, under applicable provisions of law, as **Guardian of the person and Conservator of the estate of****Maria Feisner**☐ DECEASED ☐ MINOR ☒ INCAPACITATED

The powers of the fiduciary(ies) named above continue in full force and effect.

\$2,500.00 Guardian's bond has been posted.**\$900,000.00 Conservator's bond has been posted.**

Given under my hand and the seal of this Court on

May 12, 2025

DATE

Tristana P. Treadway, Clerkby *Tristana P. Treadway*, Clerk

VIRGINIA:
IN THE CIRCUIT COURT OF THE COUNTY OF FLUVANNA

IN RE: MARIA FEISNER,
Respondent and a Person Alleged Case No. 25CL118
to be Incapacitated

Order Appointing a Guardian and Conservator for Maria Feisner

This matter came on this day to be heard in open Court, at the address stated in the notice of hearing, upon the papers formerly read and the petition of MacKay M. Boyer, to appoint a guardian and conservator for Maria Feisner, the Respondent, and for other relief as set forth in the Petition.

Present and attending every stage of the hearing were the petitioner, MacKay M. Boyer, the guardian *ad litem*, Michelle A. Snell, and the respondent, Maria Feisner.

No request for a jury having been made, the Court heard the matter without a jury. There was no request for the appointment of counsel for Maria Feisner.

The Court finds from the record that due and timely notice of this hearing, and personal service of process concerning this proceeding, has been given to Maria Feisner as required by *Va. Code* §64.2-2004, and that due and timely notice as required by law has been given to all individuals and entities thereto entitled.

The Court having deemed Maria Feisner to have denied the allegations in the petition, upon the testimony adduced and the exhibits filed, including the

evaluation report submitted in accordance with *Va. Code* §64.2-2005 addressing the incapacity of Maria Feisner, and the report of the Guardian *ad litem* presented in compliance with *Va. Code* §64.2-2003, the Court makes the following findings, by clear and convincing evidence:

Maria Feisner is an adult person who is resident or located within the jurisdiction of this Court pursuant to *Va. Code* §64.2-2001, as of the date the Petition herein was filed, and on the date of the hearing.

Maria Feisner was personally, timely, and reasonably served with the notice of hearing, a copy of the petition, and a copy of the order appointing a guardian *ad litem* for her as required by *Va. Code* §64.2-2004.

That Maria Feisner is incapacitated and in need of a guardian and conservator and the guardian and conservator should have plenary and unlimited powers with respect to the custody and management of Maria Feisner's affairs and her estate and financial affairs. The determination of incapacity is perpetual or until such time as this Court directs otherwise upon petition of any interested party. The incapacity shall render Maria Feisner legally disabled in all respects; it is hereby ADJUDGED, ORDERED, AND DECREED that:

1. Pursuant to Virginia Code section 64.2-2009, Andrea Yoak is hereby appointed as guardian of Maria Feisner as a full guardianship of perpetual duration, with all duties and powers granted to a guardian

pursuant to Virginia Code section 64.2-2019, including but not limited to:

A. To attend to the personal affairs of the person of Maria Feisner, including the power to make decisions regarding her support, care, health, safety, habilitation, education, therapeutic treatment, and residence;

B. The power and sole discretion to consent, withhold consent, or terminate consent as to medical procedures affecting Maria Feisner. The sole duty of the guardian which corresponds to the power conferred in this subparagraph may be fully and completely discharged if, before the guardian consents, withholds consent, suspends consent, or terminates consent, the guardian makes a good faith effort to ascertain the risks and benefits of, and alternatives to, the procedures or treatment, or termination or withdrawal of such treatment, and the religious beliefs and basic values of Maria Feisner, and inform Maria Feisner, to the extent deemed reasonable by the guardian at the time of the execution of the power conferred in this subparagraph, of the proposed treatment;

C. The power and sole discretion to provide for the admission or retention of Maria Feisner, even if contrary to her expressed wishes, to any nursing facility, convalescent home, continuing care retirement community, adult care residence, private home, or any other residential or therapeutic placement in the Commonwealth of Virginia or in any other

jurisdiction, however, the guardian shall make every effort to allow Maria Feisner to continue to reside in her home;

D. To maintain sufficient contact with Maria Feisner to know of her capabilities, limitations, needs, and opportunities;

E. To seek Court authorization prior to changing Maria Feisner's residence to another state; and

F. To make arrangements for the funeral and disposition of the remains of Maria Feisner, including cremation, interment, entombment, memorialization, inurnment, or scattering of the cremains, or some combination thereof;

G. Maria Feisner's incapacity is total and complete and renders her legally disabled in all respects. Maria Feisner is deemed mentally incompetent as used in Article II, Section 1 of the Constitution of Virginia, therefore, she shall not retain her qualification to vote, to drive, or to possess a firearm.

2. Pursuant to the provisions of subsection (E) of Virginia Code Section 64.2-2019, the Guardian, to the extent possible, shall encourage the incapacitated person to participate in decisions, shall consider the expressed desires and personal values of the incapacitated person to the extent known, and shall not unreasonably restrict an incapacitated person's ability to

communicate with, visit, or interact with other persons with whom the incapacitated person has an established relationship, unless such restriction is reasonable to prevent physical, mental, or emotional harm to or financial exploitation of such incapacitated person and after consideration of the expressed wishes of the incapacitated person. Such restrictions shall only be imposed pursuant to Virginia Code section 64.2-2019.1 ;

3. Pursuant to Virginia Code section 64.2-2020, an annual report shall be filed by the Guardian with the local department of social services for the jurisdiction where the incapacitated person resides;

4. Pursuant to Virginia Code section 64.2-2012, all guardianship orders are subject to petition for restoration of the incapacitated person to capacity; modification of the type of appointment or areas of protection, management, or assistance granted; or termination of the guardianship. In lieu of such a petition, if the person subject to the guardianship is not represented by counsel, such person may initiate the process by sending informal written communications to the court. Such informal written communication shall be directed to one of the following:

**Fluvanna Circuit Court
72 Main Street
Palmyra, VA 22963**

Fluvanna Circuit Court
P.O. Box 550
Palmyra, VA 22963

Email address: fluvannacircuit@vacourts.gov

5. That review hearings pursuant to Virginia Code section 64.2-2009A(1) are hereby waived, as it is not likely that Respondent's condition will improve, Andrea Yoak is a suitable person to serve as guardian and conservator for Respondent, and no one is contesting her appointment.

6. The Guardian herein shall give bond for the faithful performance of her duties in the amount of \$ 2500.00 without surety.

7. Andrea Yoak is appointed conservator of the estate of Maria Feisner and shall give bond for the faithful performance of her duties in the amount of \$ 900,000.00 with surety. The Clerk of the Court shall have the authority to adjust the bond without further Court order;

8. The Conservator shall have the following powers and duties:

- A. To take care of and preserve the estate of Maria Feisner;
- B. To apply the income from the estate to the payment of Maria Feisner's debts, including payment for her lodging, food, clothing, medicine, medical care, and necessities;
- C. To sell or convey the residence of Maria Feisner, however, prior to the conveyance of any interest in real estate, the conservator shall be required to

obtain the approval of the Commissioner of Accounts of the County of Fluvanna;

D. To have such other powers and duties as set forth in Virginia Code section 64.2-2021, 64.2-2022 and 64.2-2024 through 64.2-2027;

E. That pursuant to Virginia Code section 8.01-606(F), the necessity for accountings shall be waived, and surety shall not be required of the Conservator when the assets under the control of the Conservator are Fifty Thousand dollars (\$50,000.00) or less;

F. That the guardian and conservator shall be entitled to compensation at her customary hourly rate;

9. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPPA) Privacy Standards, as defined under 45 C.F.R. section 160 and 164 and specifically, under 45 C.F.R section 164.502(g), Andrea Yoak shall be designated “personal representative” to act on behalf of Maria Feisner and to be “treated as the individual” for purposes of disclosure, receipt and inspection of any medical records and health information;

10. That Andrea Yoak is an appropriate person to serve as representative payee for Social Security or other governmental benefits due Maria Feisner;

11. A fee of \$ 3,360.00 is hereby awarded to Michelle A. Snell for her service as guardian *ad litem* for Maria Feisner in this proceeding, said

fee to be paid from the estate of Maria Feisner;

12. The appointment of Michelle A. Snell as guardian *ad litem* is hereby ended and she is dismissed from further obligations herein;

13. The Clerk of this Court shall issue certified copies of this Order to all counsel of record and the guardian *ad litem*;

14. This matter is hereby ended and placed among the ended causes.

Enter: 05 / 09 / 25



Judge

I ask for this:

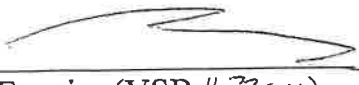


MacKay M. Boyer, Esquire (VSB #32077)
P.O. Box 8414
Richmond, Virginia 23226
(804) 920-4993
Counsel for Petitioner

Seen and Agreed :



Michelle A. Snell, Esquire (VSB #93368)
Winslow, McCurry & MacCormac, PLLC
1324 Sycamore Square
Midlothian, Virginia 23113
(804) 423-1382
Guardian *ad litem*



Andrea Yoak, Esquire (VSB # 73541)
Thompson McMullan, PC
100 Shockoe Slip, 3rd Floor
Richmond, Virginia 23219
Proposed Guardian and Conservator

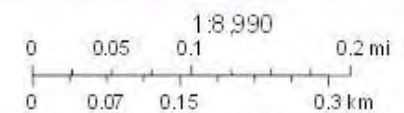
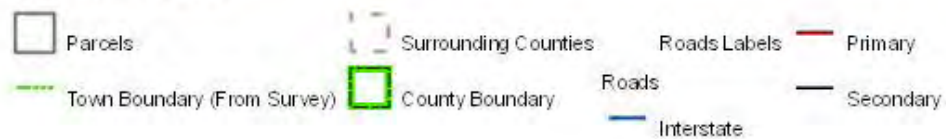
A Copy
Teste: Tristana P. Treadway, Clerk
Tristana P. Treadway, Clerk 5/12/25
Fluvanna County Circuit Court
Palmyra, Virginia

Fluvanna County, VA WebGIS Parcels - PIN: 40 10 3

Parcel located at 282 Little Pond Lane, Palmyra, VA 22963



November 12, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB P

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Jerry Goodson				
MOTION(s):	I move to approve the open space agreement for Jerry Goodson for tax map parcels 10-A-12E and 10-A-12F; agreement shall remain in effect for a term of five (5) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Jerry Goodson's executed open space agreement - Map of tax map parcels 10-A-12E and 10-A-12F				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Jerry Goodson
308 Broomsedge Dr.
Troy, VA 22974

Tax map parcels: 10-A-12E & 10-A-12F

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 26th day of Sept, 2025, by and between **JERRY GOODSON**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 10-A-12E (3.741 acres)
10-A-12F (16.842 acres)
Total Acreage: 20.583

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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 Fluyanna County Code. Thereafter, this agreement shall remain in effect for a term of five (5) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

[Signature] (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 26 day of September
2025, by JERRY Goodson

[Signature]
Notary Public

My commission expires: 05/31/2029
Notary registration number: 7960330



[SEAL]

Landowner (SEAL)

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by _____.

Notary Public

My commission expires:
Notary registration number:

[SEAL]

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

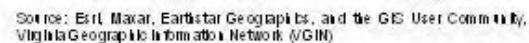
Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

Fluvanna County Attorney



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB Q

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Samuel T. Hicks, Jr.				
MOTION(s):	I move to approve the open space agreement for Samuel T. Hicks, Jr. for tax map parcels 39-8-3, 60-6-9 and 60-6-14; agreement shall remain in effect for a term of four (4) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Samuel T. Hicks, Jr.'s executed open space agreement - Maps of tax map parcels 39-8-3, 60-6-9 and 60-6-14				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Samuel T. Hicks, Jr.
501 Avalon Place
Palmyra, VA 22963

Tax map parcels: 39-8-3, 60-6-9 & 60-6-14

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 24 day of Sept., 2025, by and between **SAMUEL T. HICKS JR.**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 39-8-3 (10.001 acres)

60-6-9 (5 acres)

60-6-14 (13 acres)

Total Acreage: 28.001 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 Four (4) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Samuel T. Hicks, Jr. (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 24th day of September,
2025, by Samuel T. Hicks, Jr.

Lauren R. Sheridan
Notary Public

My commission expires: 3/31/2026
Notary registration number: 7509714



Landowner (SEAL)

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by _____.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

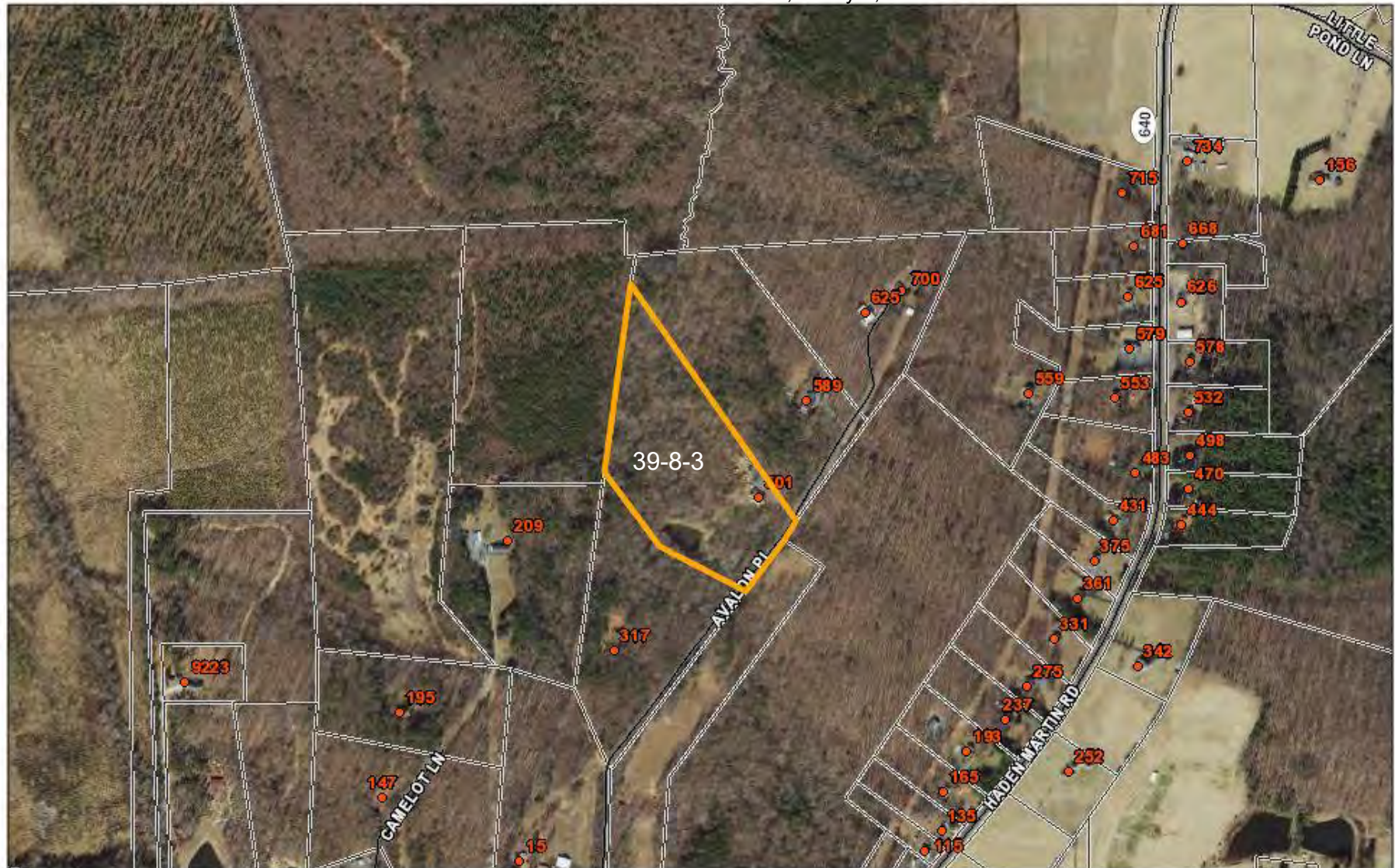
My commission expires:
Notary registration number:

Approved as to form:

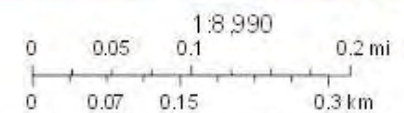
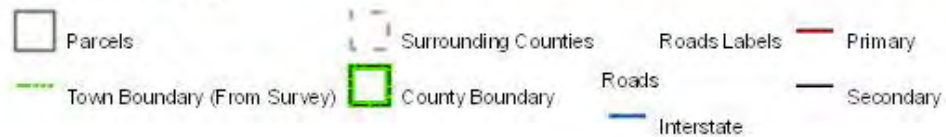
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 39 8 3

Parcel located at 501 Avalon Place, Palmyra, VA 22963



November 12, 2025



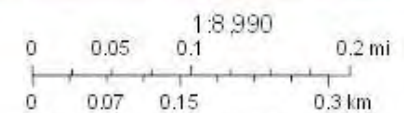
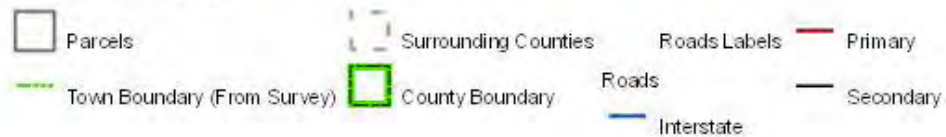
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

Fluvanna County, VA WebGIS

Parcels located off of Cloverdale Road in Brems Bluff, VA



November 12, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB R

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Patricia Ann Martin				
MOTION(s):	I move to approve the open space agreement for Patricia Ann Martin for tax map parcel 11-12-4; agreement shall remain in effect for a term of five (5) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Patricia Ann Martin's executed open space agreement - Map of tax map parcel 11-12-4				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Patricia Ann Martin
1915 Hunters Lodge Rd.
Troy, VA 22974

Tax map parcel: 11-12-4

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 24th day of September, 2025, by and between **PATRICIA ANN MARTIN**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 11-12-4 (14.718 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Patricia Ann Martin (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Fauquier, to-wit:

The foregoing instrument was acknowledged before me this 24th day of September, 2015, by Patricia Martin

Tabitha Marie Boisseau
Notary Public

My commission expires: June 30, 2028
Notary registration number: 7709016

TABITHA MARIE BOISSEAU
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2028
COMMISSION # 7709016

[SEAL]

Patricia Ann Martin (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Fauquier, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

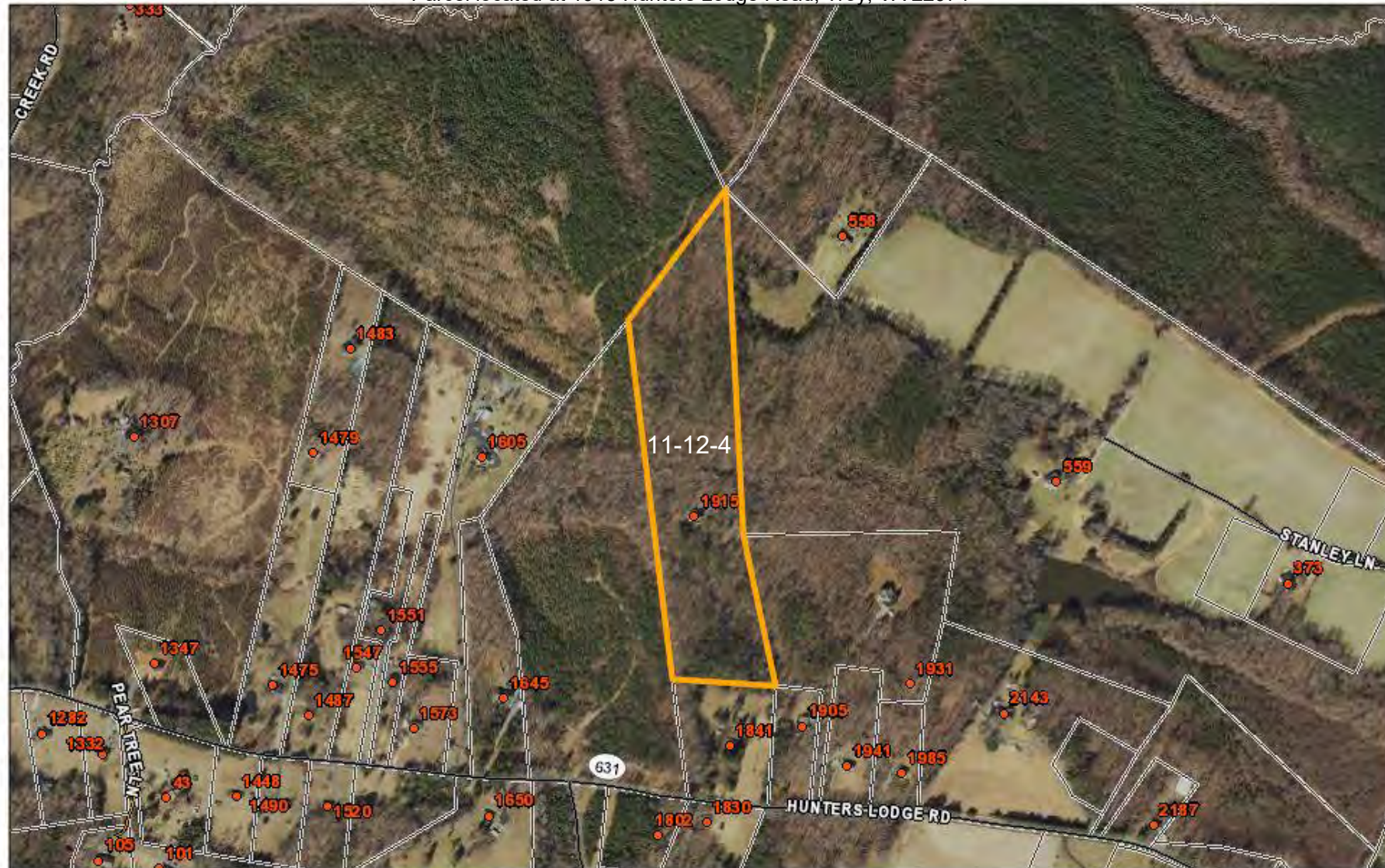
My commission expires:
Notary registration number:

Approved as to form:

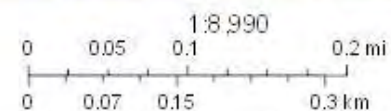
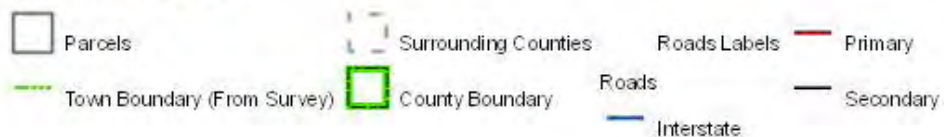
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 11 12 4

Parcel located at 1915 Hunters Lodge Road, Troy, VA 22974



November 12, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB S

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Jason W. May				
MOTION(s):	I move to approve the open space agreement for Jason W. May for tax map parcel 41-A-37; agreement shall remain in effect for a term of five (5) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Jason W. May's executed open space agreement - Map of tax map parcel 41-A-37				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Jason W. May
20 Williams Creek
Palmyra, VA 22963

Tax map parcel: 41-A-37

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 28 day of October, 2025, by and between **JASON W. MAY**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 41-A-37 (10.486 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Jason May (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 28th day of October, 2025, by Jason May.

Lauren Sheridan
Notary Public

My commission expires: 3/31/2026
Notary registration number: 7509714



Landowner (SEAL)

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, by _____.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

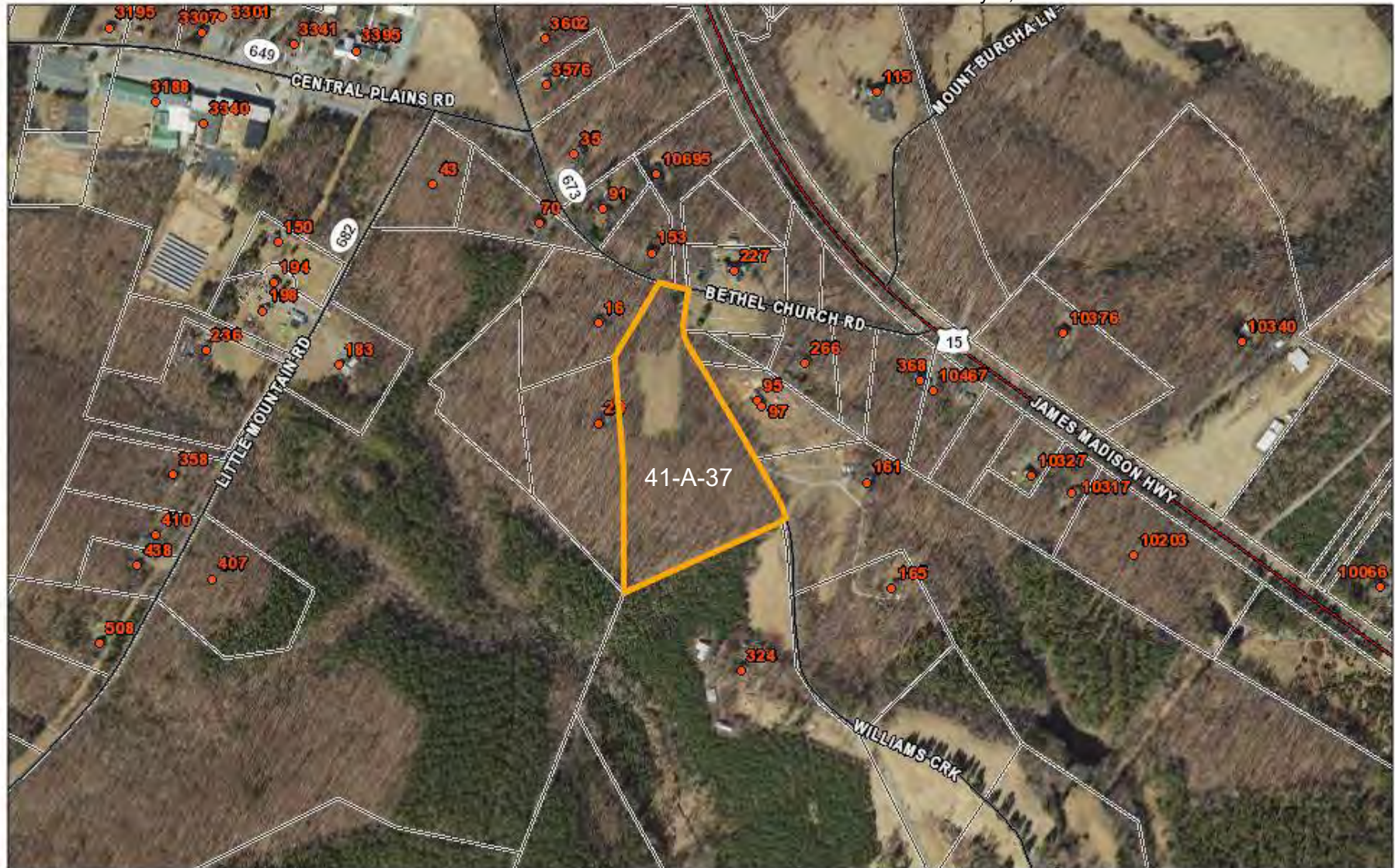
My commission expires:
Notary registration number:

Approved as to form:

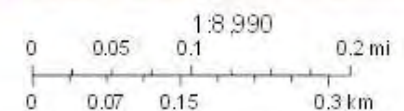
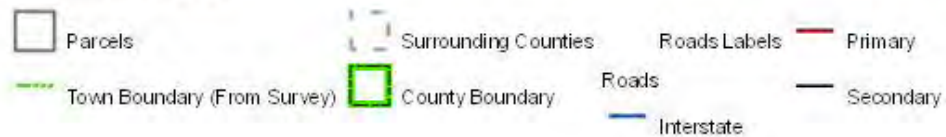
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 41 A 37

Parcel located off of Williams Creek and Bethel Church Road in Palmyra, VA



November 12, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB T

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for the Papa Family Trust				
MOTION(s):	I move to approve the open space agreement for Jason W. May for tax map parcel 33-A-29A; agreement shall remain in effect for a term of four (4) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Papa Family Trust's executed open space agreement - Map of tax map parcel 33-A-29A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Papa Family Trust
c/o Donna Papa, Trustee
105 25th Ave. N.
St. Petersburg, FL 33704

Tax map parcel: 33-A-29A

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 21st day of October, 2025, by and between **DONNA PAPA, TRUSTEE OF THE PAPA FAMILY TRUST DATED APRIL 18, 2016**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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-29A (12.5 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 Four (4) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Donna Papa (SEAL)
Landowner

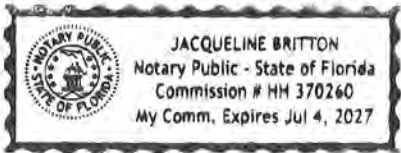
STATE OF Florida

CITY/COUNTY OF Pinellas, to-wit:

The foregoing instrument was acknowledged before me this 21 day of October, 2025, by Donna Papa.

J. Britton
Notary Public

My commission expires: July 4 2027
Notary registration number: HH 370260



[SEAL]

[Signature] (SEAL)
Landowner

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

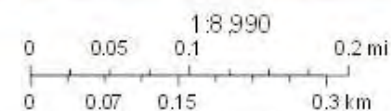
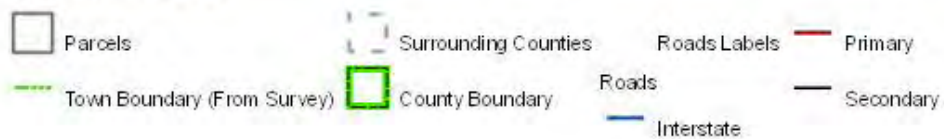
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 33 A 29A

Parcel located off of Covered Bridge Road in Kents Store, VA



November 12, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB U

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for James Dwayne Phillips and Brenda Kay Phillips				
MOTION(s):	I move to approve the open space agreement for James Dwayne Phillips and Brenda Kay Phillips for tax map parcel 51-14-3B; agreement shall remain in effect for a term of ten (10) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- James Dwayne Phillips and Brenda Kay Phillips's executed open space agreement - Map of tax map parcel 51-14-3B				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

James Dwayne & Brenda Kay Phillips
132 Thessalonía Rd.
Bremo Bluff, VA 23022

Tax map parcel: 51-14-3B

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 14 day of October, 2025, by and between **JAMES DWAYNE PHILLIPS** and **BRENDA KAY PHILLIPS**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 51-14-3B (10 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

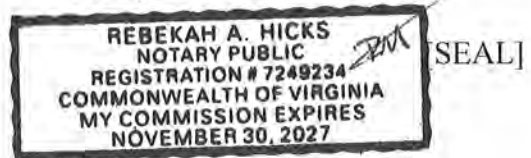
James Dwayne Phillips (SEAL)
Landowner

STATE OF Virginia
CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 14th day of October, 2025, by James Dwayne Phillips.

Rebekah A. Hicks
Notary Public

My commission expires: 11-30-27
Notary registration number: 7249234



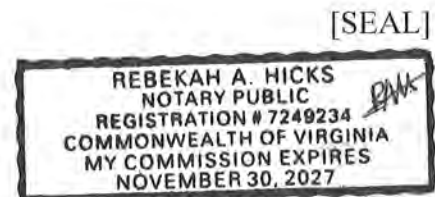
Brenda Phillips (SEAL)
Landowner

STATE OF Virginia
CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 14th day of October, 2025, by Brenda Phillips.

Rebekah A. Hicks
Notary Public

My commission expires: 11-30-27
Notary registration number: 7249234



COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

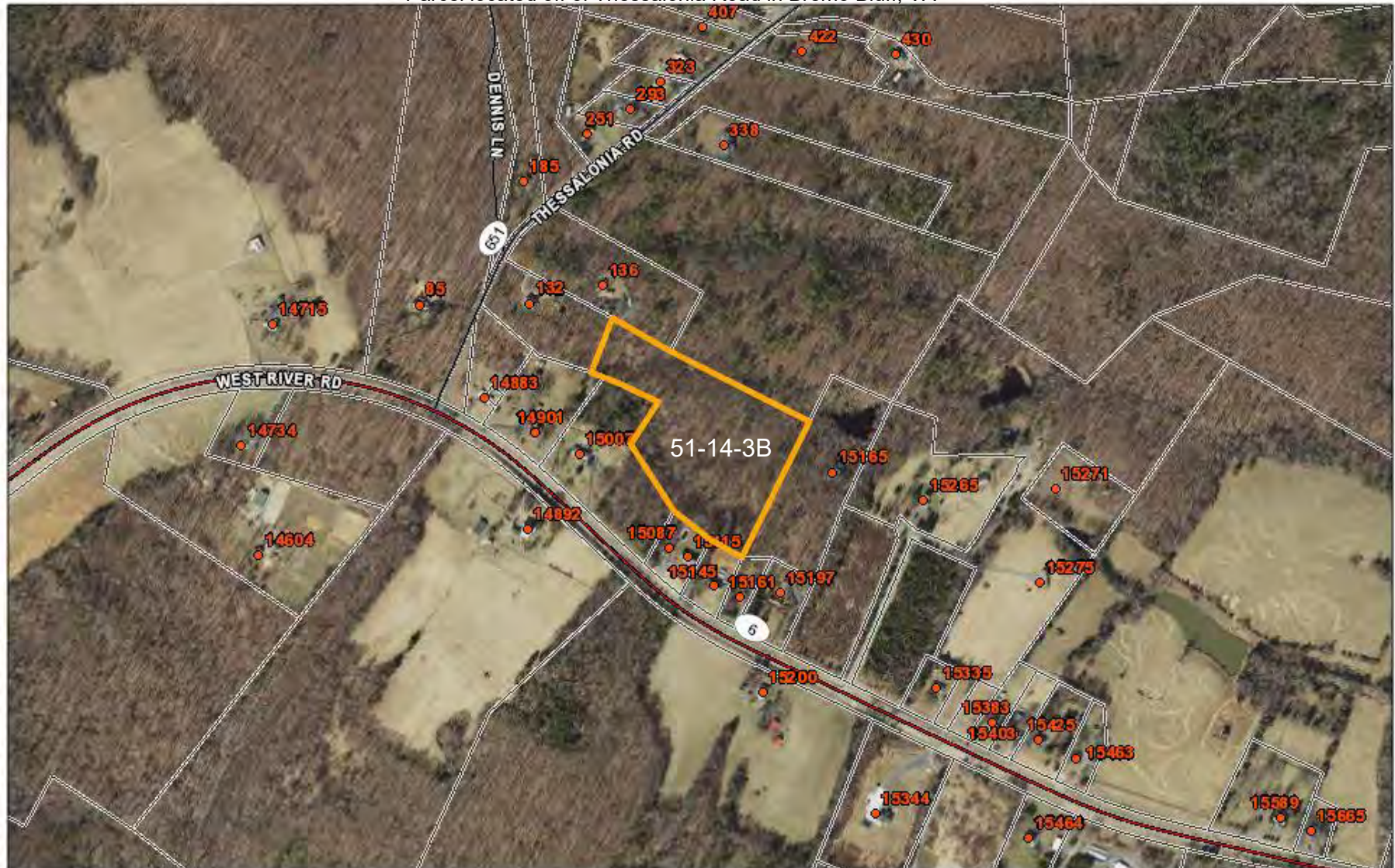
My commission expires:
Notary registration number:

Approved as to form:

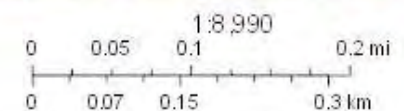
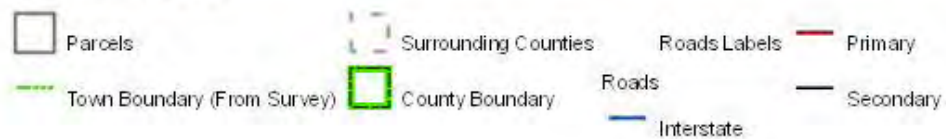
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 51 14 3B

Parcel located off of Thessalonía Road in Brema Bluff, VA



November 12, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB V

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Jarad Piniarski and Emily Piniarski				
MOTION(s):	I move to approve the open space agreement for Jarad Piniarski and Emily Piniarski for tax map parcel 32-15-5B; agreement shall remain in effect for a term of four (4) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Jarad Piniarski and Emily Piniarski's executed open space agreement - Map of tax map parcel 32-15-5B				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Jarad & Emily Piniarski
3629 Courthouse Rd.
Palmyra, VA 22963

Tax map parcel: 32-15-5B

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 30th day of October, 2025, by and between **JARAD PINIARSKI** and **EMILY PINIARSKI**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 32-15-5B (12.886 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 Four (4) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

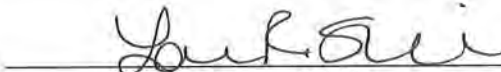
Witness the following duly authorized signatures and seals.

 (SEAL)
Landowner

STATE OF Virginia

~~CITY~~/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 30th day of October,
2025, by Jarad Piniarski.


Notary Public

My commission expires: 3/31/2026
Notary registration number: 7509714




 (SEAL)
Landowner

STATE OF Virginia

~~CITY~~/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 30th day of October,
2025 by Emily Piniarski.


Notary Public

My commission expires: 3/31/2026
Notary registration number: 7509714



COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

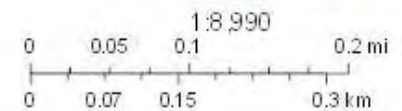
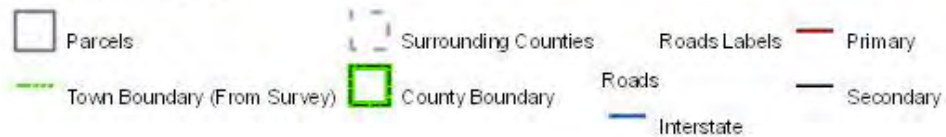
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 32 15 5B

Parcel located at 3629 Couthouse Road, Palmyra, VA 22963



November 12, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB W

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Lonnie E. Poore and Dena B. Poore				
MOTION(s):	I move to approve the open space agreement for Lonnie E. Poore and Dena B. Poore for tax map parcel 60-A-17D; agreement shall remain in effect for a term of four (4) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Lonnie E. Poore and Dena B. Poore's executed open space agreement - Map of tax map parcel 60-A-17D				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Lonnie E. & Dena B. Poore
3736 Bremo Rd.
Bremo Bluff, VA 23022

Tax map parcel: 60-A-17D

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 30th day of October, 2025, by and between **LONNIE E. POORE** and **DENA B. POORE**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 60-A-17D (17.032 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 Four (4) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Lonnie E. Poore (SEAL)
Landowner

STATE OF Virginia

~~CITY/COUNTY OF~~ Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 30th day of October,
2025, by Lonnie E. Poore

Lauren R. Sheridan
Notary Public

My commission expires: 3/31/2026
Notary registration number: 7509714



Dena B. Poore (SEAL)
Landowner

STATE OF Virginia

~~CITY/COUNTY OF~~ Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 30th day of October,
2025, by Dena B. Poore

Lauren R. Sheridan
Notary Public

My commission expires: 3/31/2026
Notary registration number: 7509714



COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

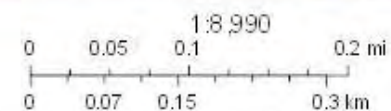
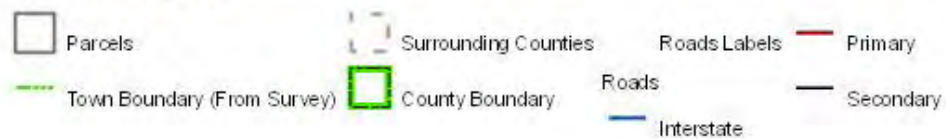
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 60 A 17D

Parcel located at 3736 Bremono Road, Bremono Bluff, VA 23022



November 12, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

TAB XYZ

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Tapscott Bros. Logging, Inc.				
MOTION(s):	I move to approve the open space agreement for Tapscott Bros. Logging, Inc. for tax map parcel 49-A-81; agreement shall remain in effect for a term of four (4) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Tapscott Bros. Logging, Inc.'s executed open space agreement - Map of tax map parcel 49-A-81				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Tapscott Bros. Logging, Inc.
54 Rolling Rd. S.
Scottsville, VA 24590

Tax map parcel: 49-A-81

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 3rd day of October, 2025, by and between **TAPSCOTT BROS. LOGGING, INC.**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 49-A-81 (18.203 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 Four (4) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

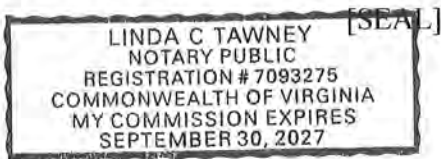
[Signature] (SEAL)
Landowner

STATE OF Virginia
CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 3 day of October,
2025, by Charles B. Tapscott

[Signature]
Notary Public

My commission expires: September 30, 2027
Notary registration number: 7093275



Landowner (SEAL)

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by _____.

Notary Public

My commission expires:
Notary registration number:

[SEAL]

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

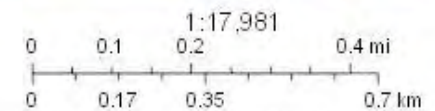
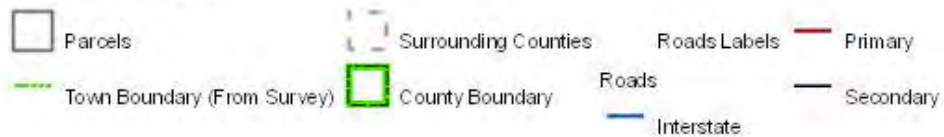
Fluvanna County Attorney

Fluvanna County, VA WebGIS Parcels - PIN: 49 A 81

Parcel located off of Old Fork Lane in Palmyra, VA



November 12, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB A

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Sandra N. Taylor and Bobby Mason Taylor				
MOTION(s):	I move to approve the open space agreement for Sandra N. Taylor and Bobby Mason Taylor for tax map parcel 11-A-49; agreement shall remain in effect for a term of four (4) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Sandra N. Taylor and Bobby Mason Taylor's executed open space agreement - Map of tax map parcel 11-A-49				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Sandra N. & Bobby Mason Taylor
274 Troy Rd.
Troy, VA 22974

Tax map parcel: 11-A-49

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 10 day of October, 2025, by and between **SANDRA N. TAYLOR** and **BOBBY MASON TAYLOR**, party(ies) of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 11-A-49 (19.98 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 four years (4) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Sandra N. Taylor (SEAL)
Landowner



STATE OF Virginia
CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 10th day of October, 2025, by Sandra Taylor.

Shaneeka Tinsley Brown
Notary Public

My commission expires: 03/31/2027
Notary registration number: 7622505

[SEAL]

Bobby M. Taylor (SEAL)
Landowner



STATE OF Virginia
CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 10th day of October, 2025, by Bobby Mason Taylor.

Shaneeka Tinsley Brown
Notary Public

My commission expires: 03/31/2027
Notary registration number: 7622505

[SEAL]

COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

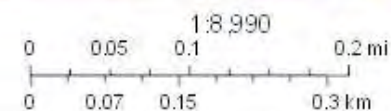
Notary Public

[SEAL]

My commission expires:
Notary registration number:

Approved as to form:

Fluvanna County Attorney



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB B

MEETING DATE:	December 3, 2025				
AGENDA TITLE:	Approval of Open Space Agreement for Ryant L. Washington and Camilla D. Washington				
MOTION(s):	I move to approve the open space agreement for Ryant L. Washington and Camilla D. Washington for tax map parcels 31-2-1 and 31-2-2; agreement shall remain in effect for a term of four (4) consecutive years.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	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 agreement with Fluvanna County in accordance with Code Section 58.1-3230 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3230 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	- Ryant L. Washington and Camilla D. Washington's executed open space agreement - Map of tax map parcels 31-2-1 and 31-2-2				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Prepared by (Landowner's name and address):

Ryant L. & Camilla D. Washington

264 Miles Jackson Road

Palmyra, VA 22963

Tax Map Parcels: 31-2-1 & 31-2-2

After recordation, return to: County of Fluvanna
132 Main Street
Palmyra, VA 22963

This instrument is exempt from Clerk's fees pursuant to Virginia Code Sections 17.1-266 and 17.1-279(E)



OPEN SPACE USE AGREEMENT

THIS AGREEMENT, made this 22 day of September, 2025,
by and between **RYANT L. WASHINGTON** and **CAMILLA D. WASHINGTON**, party(ies)
of the first part, hereinafter called the Grantor (whether one or more), 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 58.1-3230 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 foregoing recitals 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: 31-2-1 (5.441 acres)
31-2-2 (10.604 acres)
Total Acreage: 16.045 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, storage, or accumulations 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's 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 a noxious weed pursuant to 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 a 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 of 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 four (4) consecutive tax 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 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a 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. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, at the Grantor's expense. The Grantor, as evidenced by the Grantor's signature below, hereby authorizes the County to deliver this agreement to the Clerk's Office for recordation.
14. 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 CODE SECTION.

Witness the following duly authorized signatures and seals.

Ryart L. Washington (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of September, 2025, by Ryart L. Washington.

Lauren R. Sheridan
Notary Public

My commission expires: 3/31/2026
Notary registration number: 7509714



Camilla D. Washington (SEAL)
Landowner

STATE OF Virginia

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of September, 2025, by Camilla D. Washington.

Lauren R. Sheridan
Notary Public

My commission expires: 3/31/2026
Notary registration number: 7509714



COUNTY OF FLUVANNA, VIRGINIA

By: _____ (SEAL)
County Administrator

STATE OF VIRGINIA

COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, by Eric M. Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.

Notary Public

[SEAL]

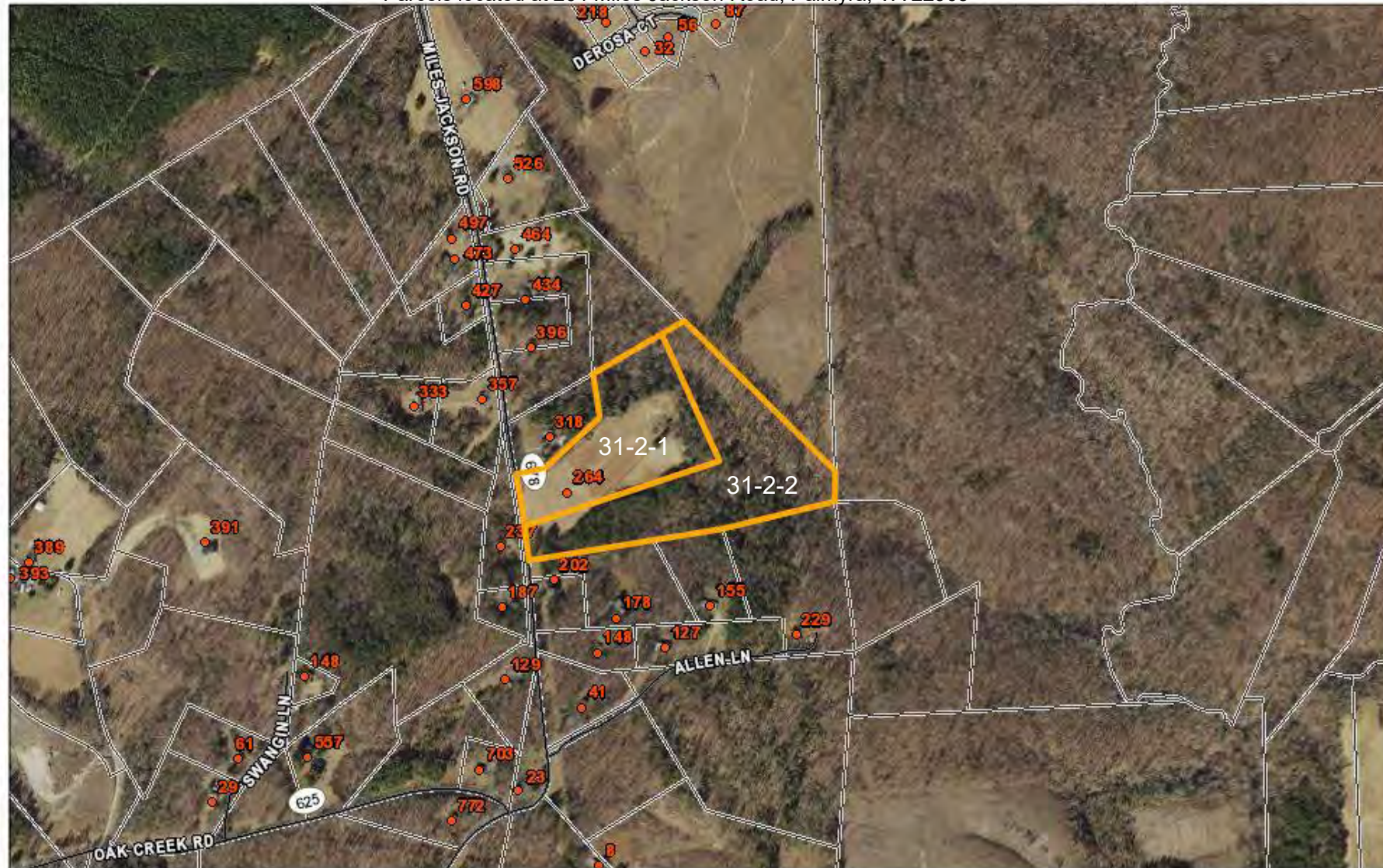
My commission expires:
Notary registration number:

Approved as to form:

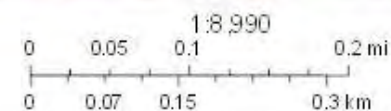
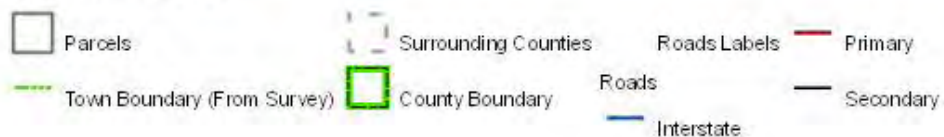
Fluvanna County Attorney

Fluvanna County, VA WebGIS

Parcels located at 264 Miles Jackson Road, Palmyra, VA 22963



November 12, 2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Virginia Geographic Information Network (VGIN)

**FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS**

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input type="checkbox"/>	Building Inspections Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input type="checkbox"/>	VDOT Monthly Report
<input type="checkbox"/>	ARPA Fund Balance Memo
<input type="checkbox"/>	The Board of Supervisors Work Plan



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2025-12-03 p.253/258

P.O. Box 540

Palmyra, VA 22963

(434) 591-1910

Fax (434) 591-1911

www.fluvannacounty.org

MEMORANDUM

Date: December 03, 2025
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY26 BOS Contingency Balance

The FY26 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$150,000
Less: Transfer to BOS Professional Services Budget – 10.15.25	-\$22,500
Less: Operational Medical Director (OMD) Agreement – 10.15.25	-\$24,000
Available:	\$103,500



COUNTY OF FLUVANNA

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BOS2025-12-03 p.255/258

P.O. Box 540

Palmyra, VA 22963

(434) 591-1910

Fax (434) 591-1911

www.fluvannacounty.org

MEMORANDUM

Date: December 03, 2025
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY26 Capital Reserve Balances

The FY26 Capital Reserve account balances are as follows:

County Capital Reserve:

FY25 Carryover	\$542,664.43
FY26 Budget Allocation:	\$250,000
Less: FUF D Receptacles to Light Poles – 10.01.25	-\$6,500
Less: Carysbrook Softball Field Lights – 10.15.25	-\$3,950
Less: Fire Rescue Door Repairs – 11.05.25	-\$6,580
Less: Migration to M365 Government Cloud – 11.05.25	-\$63,269.60
Less: PG P&R Extend Power – 11.05.25	-\$15,805
FY26 Available:	\$696,559.83

Schools Capital Reserve:

FY25 Carryover	\$176,044.63
FY26 Budget Allocation:	\$250,000
Less: CEN Playground Equipment – 08.06.25	-\$16,263.10
Less: FCHS Bus Loop Sheetrock & Ceiling – 08.06.25	-\$12,000
Less: FCHS Chiller 1 – 08.06.25	-\$9,430
Less: FCHS Stage CYC Lights – 08.06.25	-\$10,660
Less: FMS Track Inspections and Projects – 07.02.25	-\$13,000

Less: FCHS Café Dishwasher – 09.17.25	-\$5,448.93
Less: Replace Variable Frequency Drive in FCHS Air Handler – 10.01.25	-\$7,258
Less: Removal of Bleachers at Middle School Football Field – 10.01.25	-\$15,000
Less: CEN and CAR Replacement of Cafeteria Tables – 10.15.25	-\$29,982.27
Less: FCHS Baseball Field Drainage – 10.15.25	-\$13,905
Less: CE & FMS Replace Flooring in Food Service Coolers – 11.05.25	-\$36,708
Less: Replace (2) Refrigerators at FCHS – 11.05.25	-\$49,398
Less: Abrams Academy Fire Alarm System – 11.19.25	-\$9,991.99
Less: FCHS Chiller (1) Tubes Cleaning – 11.19.25	-\$10,000
Less: FCHS VFD in the AHU – 11.19.25	-\$6,833
Less: FMS & FCHS Remote Well Monitoring System – 11.19.25	-\$6,450
FY26 Available:	\$173,716.34



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

MEMORANDUM

Date: December 03, 2025
From: Theresa McAllister– Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

BOS2025-12-03 p.257/258

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

*FY25 Year End (Unaudited) Unassigned Fund Balance:	\$11,387,352.90
Less: Coves Monticello Performance Grant – 07.02.25	-\$63,208.33
Less: Pleasant Grove Park Paving CIP – 08.06.25	-\$21,216
Less: Information Technology ADP Services – 08.06.25	-\$11,535
Less: Fire Training Building – 09.17.25	-\$615,000
Current (Unaudited) Unassigned Fund Balance:	\$10,676,393.57

*Audited FY25 Year End Unassigned Fund Balance will be available upon Completion of the FY25 Annual Comprehensive Financial Report

