



**Economic Development Authority of Fluvanna County  
Annual Meeting Agenda  
November 13, 2023 at 5:00 pm  
County Administration Building – Morris Room  
132 Main Street, Palmyra, VA 22963  
Public Access via [Zoom](#)**

- I. Call to Order**
- II. Approval of Consent Agenda**
  - A. Minutes of September 11, 2023
  - B. Treasurer's Report
- III. Reports**
  - A. County Report [J. Schmack]
  - B. Chair's Report [R. Garcia]
- IV. Unfinished Business**
- V. New Business**
  - A. Development Agreement
- VI. Public Comments**
- VII. Adjourn**

**Regular Meeting:  
December 11, 2023 at 5:00 pm  
County Administration Building – Morris Room**

**Minutes of Meeting  
Monday September 11, 2023, 5:00 PM**

**Directors:** Joshua Bower (p) Valerie Palamountain (a) Ben Hudson (p)  
Brittany Gray (p) Rudy Garcia (p) Raghvendra Singh (p)  
Jeffrey Potter (p)

**County Staff:** Jennifer Schmack (p) Michele Armentrout (p)

**P - present A - absent**

- I. Chair Garcia convened the assembly of EDA directors at 5:03 PM**  
Bower motioned to approve virtual attendance for Brittany Gray, for medical reasons, Singh seconded (5-0)
- II. Approval of Consent Agenda** – Bower motioned to approve with corrections to the minutes, Singh seconded (6-0)
- III. Unfinished Business** – no unfinished business was reported.
- IV. New Business** – no new business was reported.
- V. County Report** – Jennifer Schmack provided a summary of economic activity for the months of July and August. Schmack presented the new “Find Fluvanna” marketing and branding campaign, to include a new FindFluvanna.org website. The SBDC will continue Fluvanna office hours at the Chamber Office on September 19<sup>th</sup> from 1:00 to 4:00 pm. The Chamber will hold their Annual Meeting and Dinner on September 15<sup>th</sup> and their monthly breakfast will be held on September 26<sup>th</sup>.
- VI. Chair’s Report** – Chair Garcia reminded everyone that due to the Indigenous People’s Holiday, the October EDA Meeting was canceled. There may be a need for a special called meeting in October.
- VII. Public Comment** – No public comments.

**Adjournment:** There being no further business to come before the Authority, Potter made a motion to adjourn, Singh seconded (6-0) the Chair adjourned the meeting at 5:32 PM.

Next meeting is November 13, 2023 at 5:00 PM.

Respectfully submitted,

Jennifer Schmack  
Director of Economic Development  
Fluvanna County

# FLUVANNA COUNTY ECONOMIC DEVELOPMENT AUTHORITY

## IDA FINANCIAL ACTIVITY STATEMENT FY 2020-2021

<b>2018/19 totals:</b>	<b>Deposits:</b>	<b>Payments:</b>	<b>Balance:</b>
6/30/2019	\$10,343.33	\$21,946.25	\$27,360.82
\$27,360.82			

Date:	Deposit:	Ident. #	Payment:	Identification:	Balance:
					\$27,360.82
					\$27,360.82
7/1/2019	\$9.12	a		Interest	\$27,369.94
7/23/2019		194	\$76.00	PO Box #546 Fee	\$27,293.94
7/31/2019	\$8.66	b		Interest	\$27,302.60
8/30/2019	\$7.84	c		Interest	\$27,310.44
10/7/2019		195	518.82	Curtis Putnam/VEDA Conf Exp	\$26,791.62
10/31/2019	\$5.61	d		Correction	\$26,797.23
10/31/2019	\$3.55	e		Interest	\$26,800.78
11/18/2019	\$4,375.00	f		Flora Pettit (SOCA)	\$31,175.78
11/29/2019	\$3.54	g		Interest	\$31,179.32
12/2/2019	\$1,000.00	h		FluvannaCounty	\$32,179.32
12/31/2019	\$4.10	i		Interest	\$32,183.42
1/14/2020		196	\$250.00	Curtis Putnam (VEDA Membership)	\$31,933.42
1/31/2020	\$4.09	j		Interest	\$31,937.51
2/3/2020	\$1,750.00	k		R-10/Mountain Top Montessori	\$33,687.51
2/21/2020		197	\$135.00	Fluvanna Review	\$33,552.51
2/28/2020	\$3.99	l		Interest	\$33,556.50
3/24/2020		198	\$760.26		\$32,796.24
3/31/2020	\$2.10	m		Interest	\$32,798.34
4/17/2020		199	\$135.00	Fluvanna Review	\$32,663.34
5/1/2020	\$1.34	n		Interest	\$32,664.68
5/29/2020	\$1.38	o		Interest	\$32,666.06
6/20/2020		200	\$135.00	Fluvanna Review	\$32,531.06
6/23/2020		201	\$500.00	Va Dept Treasury (Liability Insur)	\$32,031.06
6/30/2020	\$1.33	p		Interest	\$32,032.39
7/31/2020	\$0.54	q		Interest	\$32,032.93
8/6/2020		202	\$787.29	MJC Designs LLC (Graphic Garage)	\$31,245.64
8/12/2020	\$398,000.00	r		Flu Sm Bus Grant (FROM)	\$429,245.64
8/13/2020		203	\$76.00	USPS	\$429,169.64
8/17/2020		s	\$398,000.00	Community Invest. Collaborative (CIC)	\$31,169.64
8/17/2020		t	\$30.00	Miscel/Wire Transfer Fee (CIC)	\$31,139.64
8/31/2020	\$6.32	u		Interest	\$31,145.96
9/2/2020		204	\$23.00	USPS	\$31,122.96
9/8/2020		205	\$135.00	Valley Publishing (Flu Review)	\$30,987.96
9/21/2020		206	\$72.42	R Garcia(Touchless Sanitizer Dispenser)	\$30,915.54
9/22/2020		207	\$2,040.00	R Garcia (30-Dispensers)	\$28,875.54
9/30/2020	\$0.50	v		Interest	\$28,876.04
10/13/2020		w	\$25.00	Fee: Audit Bk Stmt	\$28,851.04
10/16/2020		x	\$25.00	Fee: Audit Bk Stmt (YE)	\$28,826.04
10/19/2020	\$258,212.00	y		Sm Bus Grants & MOA Broadband Ext	\$287,038.04
10/22/2020		z	\$128,212.00	CIC (Sm Bus Grants) Wire Trans	\$158,826.04
10/23/2020		208	\$135.00	Flu Review	\$158,691.04
10/23/2020		209	\$1,426.39	R. Garcia (Hand Sanitizer/Stickers)	\$157,264.65
10/22/2020		a	\$30.00	WireTransfer Fee (CIC on 10/22)	\$157,234.65
10/30/2020	\$4.28	b		Interest	\$157,238.93
11/2/2020		c	\$130,000.00	Central Va Services Inc (CVSI)	\$27,238.93
11/2/2020		d	\$30.00	WireTransfer Fee (CVSI on 11/02)	\$27,208.93

11/4/2020	\$750.00	e		Montessori Sch	\$27,958.93
11/4/2020	\$1,000.00	f		Soccer Org of C'ville	\$28,958.93
11/4/2020	\$10,000.00	g		CACF Grant	\$38,958.93
11/6/2020	\$1,966.00	h		BOS for CIC Sm Bus Grants	\$40,924.93
11/6/2020	\$1,000.00	i		BOS Annual Allocation to EDA	\$41,924.93
11/6/2020		210	\$1,966.00	CIC (Sm Bus Grants)	\$39,958.93
11/13/2020		211	\$50.00	L. Mastro (VIDA)	\$39,908.93
11/14/2020		212	\$50.00	L. Johnson-Morgan (VIDA)	\$39,858.93
11/20/2020		213	\$31.00	Box #546 Fee, Lock Change	\$39,827.93
11/20/2020		214	\$50.00	V. Palamountain (VIDA)	\$39,777.93
11/20/2020	\$146,000.00	j		Funds for Nelson Cable/CVSI & Reg 10 recd	\$185,777.93
11/20/2020		k	\$15,000.00	1st Payment Nelson Cable(IntraTransfer)	\$170,777.93
11/30/2020	\$1.50	l		Interest	\$170,779.43
12/2/2020		m	\$30.00	Wire Transfer Fee (CVSI)	\$170,749.43
12/2/2020		n	\$130,000.00	CVSI (Wire Transfer)	\$40,749.43
12/11/2020	\$112.00	o		Refund fr CIC	\$40,861.43
12/21/2020	\$16,520.00	p		2d Payment for Nelson cable/Bowling	\$57,381.43
12/21/2020		215	\$112.00	County of Fluvanna (Refund)	\$57,269.43
12/23/2020		216	\$1,520.00	Mr Bowling (Legal)	\$55,749.43
12/28/2020		q	\$15,000.00	2d Payment Nelson cable (IntraTransfer)	\$40,749.43
12/31/2020	\$0.83	r		Interest	\$40,750.26
1/5/2021		s	\$0.00	<b>CACF Grant (Tracking Only)</b>	\$40,750.26
1/12/2021	\$11,500.00	t		Fund for Nelson Cable recd (Final)	\$52,250.26
1/12/2021		u	\$11,500.00	Final payment to Nelson Cable	\$40,750.26
1/29/2021	\$0.70	v		Interest	\$40,750.96
2/2/2021		217	\$270.00	Fluvanna Review (Ads: Oct & Dec '20)	\$40,480.96
2/24/2021	\$375,000.00	w		Recd for CVSI	\$415,480.96
2/6/2021		x	\$375,000.00	Payment to CVSI	\$40,480.96
2/6/2021		y	\$30.00	Wire Transfer Fee (CVSI)	\$40,450.96
2/26/2021	\$1.26	z		Interest	\$40,452.22
3/4/2021		218(CF)	\$844.55	Annual Ads Prepayment (CF=214)	\$39,607.67
3/31/2021	\$0.68	a		Interest	\$39,608.35
4/20/2021		219(CF)	\$2,450.00	CIC (FluForward: 7 Partial Scholarships)	\$37,158.35
4/30/2021	\$0.65	b		Interest	\$37,159.00
5/28/2021	\$0.67	c		Interest	\$37,159.67
6/23/2021		220	\$500.00	Va Dept Treasury (VARisk 2:Liability Insur)	\$36,659.67
6/30/2021	\$0.61	d		Interest	\$36,660.28
7/30/2021	\$0.62	e		Interest	\$36,660.90
8/23/2021	\$260,000.00	f		CVSI Payment #3 Recd	\$296,660.90
8/26/2021		g	\$30.00	Wire Transfer Fee (CVSI)	\$296,630.90
8/26/2021		h	\$260,000.00	Payment (#3) to CVSI	\$36,630.90
8/31/2021	\$0.78	i		Interest	\$36,631.68
9/14/2021		221(CF)	\$480.00	Agee Catering	\$36,151.68
9/30/2021	\$0.30	j		Interest	\$36,151.98
10/29/2021	\$0.31	k		Interest	\$36,152.29
11/12/2021		222(CF)	\$2,450.00	CIC (FluForward: 7 Partial Scholarships)	\$33,702.29
11/30/2021	\$0.29	l		Interest	\$33,702.58
12/8/2021		223	\$94.00	R. Garcia (EDA PO Box Rental Renewal)	\$33,608.58
12/29/2021	\$641,967.00	m		VATI Grant-Columbia (CVEC)	\$675,575.58
12/31/2021	\$1.37	n		Interest	\$675,576.95
1/31/2022	\$11.48	o		Interest	\$675,588.43
2/7/2022		p	\$641,967.00	CVEC/Columbia	\$33,621.43
2/7/2022		q	\$30.00	Wire Transfer Fee (CVEC)	\$33,591.43
2/28/2022	\$2.42	r		Interest	\$33,593.85
3/9/2022		224	\$1,045.00	FluReview (Sm Bus/Vendor Fair Ads)	\$32,548.85
3/17/2022		225	\$200.00	Craddock Insur. Services (Sm Bus/Vend Fair)	\$32,348.85
3/28/2022		226	\$20.00	Craddock Insur. Services (Sm Bus/Vend Fair)	\$32,328.85
3/30/2022		227	\$150.00	FCHS (Sm Bus/Vendor Fair)	\$32,178.85
3/31/2022	\$0.28	s		Interest	\$32,179.13

4/2/2022		228	\$140.00	EDA Membership of Chamber of Commerce	\$32,039.13
4/8/2022		229	\$75.79	FedEx Office (EDA Posters @ Vendor Fair)	\$31,963.34
4/22/2022		230	\$3,000.00	AG Mobile Enterprises (Pitch Grant)	\$28,963.34
4/22/2022		231	\$5,000.00	Sweet Art Emporium (Pitch Grant)	\$23,963.34
4/29/2022	\$0.26	t		Interest	\$23,963.60
5/3/2022	\$750.00	u		Montessori Sch (Bond payment)	\$24,713.60
5/3/2022	\$1,000.00	v		Soccer Org of C'ville (Bond payment)	\$25,713.60
5/3/2022	\$1,210.00	w		BOS (Allotment & Transfer Fees)	\$26,923.60
5/31/2022	\$0.23	x		Interest	\$26,923.83
6/30/2022	\$0.34	y		Interest	\$26,924.17
7/18/2022		233	\$950.00	Flu Review	\$25,974.17
7/21/2022		232	\$500.00	VA Dept of Treasury	\$25,474.17
7/29/2022	\$1.12	z		Interest	\$25,475.29
8/31/2022	\$1.08	a		Interest	\$25,476.37
9/1/2022		234	\$250.00	Louisa Co Business Summit	\$25,226.37
9/6/2022	\$1,000.00	b		Region Ten--Bond Payment	\$26,226.37
9/15/2022		235	\$862.50	Attorney Bowling	\$25,363.87
9/15/2022		236	\$135.00	Flu Review	\$25,228.87
9/30/2022	\$1.07	c		Interest	\$25,229.94
10/31/2022	\$1.07	d		Interest	\$25,231.01
11/14/2022		237	\$90.00	USPS (Box Rental)	\$25,141.01
11/30/2022	\$1.35	e		Interest	\$25,142.36
12/30/2022	\$3.07	f		Interest	\$25,145.43
1/31/2023	\$5.34	g		Interest	\$25,150.77
2/17/2023		238	\$135.00	Flu Review	\$25,015.77
2/28/2023	\$4.81	h		Interest	\$25,020.58
3/31/2023	\$5.31	i		Interest	\$25,025.89
4/8/2023		239	\$1,312.50	Attorney Bowling	\$23,713.39
4/14/2023		240	\$135.00	Flu Review	\$23,578.39
4/28/2023	\$4.40	j		Interest	\$23,582.79
5/4/2023		241	\$0.00	Flu Review (Voided)	\$23,582.79
5/31/2023	\$2.00	k		Interest	\$23,584.79
6/3/2023		242	\$135.00	Flu Review	\$23,449.79
6/30/2023	\$1.93	l		Interest	\$23,451.72
7/20/2023		m	\$15,000.00	VIP Initial Investment	\$8,451.72
7/31/2023	\$1.50	n		Interest	\$8,453.22
8/31/2023	\$0.72	o		Interest	\$8,453.94
9/29/2023	\$0.69	p		Interest	\$8,454.63
10/31/2023	\$0.72	q		Interest	\$8,455.35
					\$8,455.35
					\$8,455.35
<b>I/O Totals</b>	<b>\$2,133,242.05</b>		<b>\$2,152,147.52</b>		<b>\$8,455.35</b>

11/07/2023

Submitted by: B. Hudson, Treasurer

Funds located in Money Movement  
Checking Acct at Atlantic Union Bank



VIP Stable NAV Liquidity Pool  
VA-XXX-5002  
Opportunity Fund

VIP Stable NAV Liquidity Pool  
VA-XXX-5003  
IDA

Date	Deposit ID #	Payment	Description	Bal
7/18/2023	20,000 a		Inception	20,000
9/1/2023	140.6 b		FYTD Income	20,140.60
11/8/2023	199.27 c		FYTD Income	20,339.87

Deposit ID #	Payment	Description	Bal
15,000 a		Inception	15,000
105.48 b		FYTD Income	15,105.48
149.47 c		FYTD Income	15,254.95

Grand Total = 5002 + 5003

= 35,594.82

Submitted: Ben Hudson, Treasurer  
11/07/2023 Fluvanna Co. EDA

**A RESOLUTION AUTHORIZING THE DEVELOPMENT AGREEMENT BETWEEN  
FLUVANNA COUNTY, THE ECONOMIC DEVELOPMENT AUTHORITY OF  
FLUVANNA COUNTY AND ZION 3 NOTCH LLC**

**WHEREAS**, the development agreement (“Development Agreement”) is among Fluvanna County, the Economic Development Authority of Fluvanna County and Zion 3 Notch LLC; and

**WHEREAS**, the Development Agreement will offer a grant (“Grant”) of up to One Hundred and Twenty-five Thousand Dollars (\$125,000) after completing construction of a sewer line improvement project; and

**WHEREAS**, Zion 3 Notch LLC will purchase, improve, equip, and operate a convenience store (“Convenience Store”) located on James Madison Highway in Zions Crossroads, Virginia, thereby making a significant capital investment, and creating and maintaining a significant number of new jobs; and

**WHEREAS**, the stimulation of the additional tax revenue and economic activity to be generated by the construction of the Convenience Store constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the Grant.

**NOW, THEREFORE, BE IT RESOLVED**, that the Economic Development Authority of Fluvanna County, Virginia accepts the Development Agreement and that the Chairman is directed to execute the Development Agreement.

\* \* \* \*

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Economic Development Authority of Fluvanna County, on this 13th day of November 2023:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Rudy Garcia, Chair						
Joshua Bower, Vice Chair						
Valerie Palamountain, Secretary						
Ben Hudson, Treasurer						
Brittany Gray						
Raghvendra Singh						
Jeffrey Potter						

Attest:

\_\_\_\_\_  
Rudy Garcia, Chair  
Economic Development Authority of Fluvanna County, Virginia



## **DEVELOPMENT AGREEMENT**

This **DEVELOPMENT AGREEMENT** (“Agreement”) made and entered this \_\_\_\_ day of \_\_\_\_\_, 2023, by and among the **COUNTY OF FLUVANNA, VIRGINIA** (the “Locality”) a political subdivision of the Commonwealth of Virginia, **ZION 3 NOTCH LLC** (the “Company”), a Delaware limited liability company, and the **ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY, VIRGINIA** (the “Authority”), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Company qualifies for a development agreement grant of up to One Hundred and Twenty-five Thousand Dollars (\$125,000) (the “Grant”) after completing construction of the sewer line improvement project (“Project”) outlined below for the purpose of inducing the Company to purchase, improve, equip, and operate a convenience store (“Convenience Store”) located on James Madison Highway in Zions Crossroads, Virginia, thereby making a significant capital investment, and creating and maintaining a significant number of new jobs; and

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company meets certain criteria outlined below relating to completing the Project; and

WHEREAS, the Locality, the Authority and the Company desire to set forth their understanding and agreement as to the payout of the Grant, the use of the Grant, and the obligations of the Company regarding the completion of the Project; and

WHEREAS, the Company will purchase real property and construct the Convenience Store in Fluvanna County, Virginia; and

WHEREAS, the expansion, improvement, equipping, and operation of the Convenience Store will entail a capital expenditure by or on behalf of the Company of approximately \$3,350,000; and

WHEREAS, the expansion, improvement, equipping, and operation of the Convenience Store will further entail the creation and maintenance of 50 new jobs at the Convenience Store and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the construction of the Convenience Store constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the Grant.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

**Section 1. Definitions.**

For the purposes of this Agreement, the following terms shall have the following definitions:

“Performance Date” means December 31, 2024. If the Locality, in consultation with the Authority, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Target (as hereinafter defined), the Company may request an extension of the Performance Date by up to 12 months. Any extension of the Performance Date shall require the prior approval of the Locality and the Authority. If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority and the Company and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

“Project” means the construction of a gravity sewer line in accordance with the specifications and plans as shown in Exhibit 1, attached hereto.

“Target” means the Company’s obligations to (i) complete construction of the Project, as of the Performance Date.

**Section 2. Grant.**

The Company will be eligible for a Grant up to One Hundred and Twenty-five Thousand Dollars (\$125,000). The Grant value will be up to half of the construction costs for the Project but will not exceed One Hundred and Twenty-five Thousand Dollars (\$125,000).

**Section 3. Target.**

(a) *Target:* The Company will complete construction of the Project, as of the Performance Date subject to inspection by the County and its representatives.

**Section 4. Disbursement of Grant.**

(a) *Disbursement of the Grant:* The disbursement of the Grant to the Company will serve as an inducement to the Company to complete construction of the Project. The Grant shall be retained by the Locality and shall be disbursed in one payment as follows:

The Company will provide notice and evidence reasonably satisfactory to the Locality and the Authority that it completed construction of the Project. Such evidence will be subject to verification and inspection by the Locality and its representatives. Within 30 days of the acceptance of the gravity sewer line into the County’s system, the Locality will disburse the Grant to the Authority. Within 30 days of its receipt of the Grant, the Authority will disburse the Grant to the Company.

(b) The Company agrees that should the requirements of Section 3 of this Agreement not be met by the Performance Date, the Grant shall not be awarded.

**Section 5. Company Reporting.**

(a) *Progress Reporting:* The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality and the Authority of the Company's progress on the Target. Such progress reports will be provided quarterly, starting on April 1, 2024, and covering the period through the prior quarter. Further, the Company shall provide such progress reports at such other times as the Locality or the Authority may reasonably require.

(b) *Financial Reporting:* The Company shall provide financial reporting on a quarterly basis, starting on April 1, 2024, and covering the period through the prior quarter. The report shall show the current financial expenditures on the Project.

(c) *Final Report:* The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality and the Authority of the Company's achievement of the Target. The final report may be submitted after the Performance Date, but no later than June 30, 2025.

**Section 6. Notices.**

Formal notices and communications between the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

Zion 3 Notch LLC  
1401 Broad Street  
Clifton, New Jersey 07013

if to the Locality, to:

with a copy to:

County Administrator  
County of Fluvanna  
P.O. Box 540  
Palmyra, Virginia 22963  
Facsimile: (434) 591-1913

County Attorney  
County of Fluvanna  
P.O. Box 540  
Palmyra, Virginia  
Facsimile: (434) 591-1913

if to the Authority, to:

Economic Development Director  
Economic Development Authority of the  
County of Fluvanna, Virginia  
P.O. Box 540  
Palmyra, Virginia 22963  
Facsimile: (434) 591-1913

**Section 7. Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality and the Authority.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Fluvanna, and such litigation shall be brought only in such court.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(d) *Assignment:* The Company shall not assign its rights and duties under this Agreement without the prior written consent of the County and the Authority.

(e) *Authority:* The undersigned representative of the Company represents and warrants he/she is authorized to execute this Agreement on behalf of the Company and that the execution and delivery of this Agreement has been duly authorized by all appropriate and necessary action.

(f) *No Waiver:* The failure of any party to insist upon strict performance of any obligation in this Agreement shall not constitute a waiver of said party's right to demand strict performance therewith in the future.

(g) *Attorney's Fees:* Attorney's fees shall be paid by the party incurring such fees.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Development Agreement as of the date first written above.

**COUNTY OF FLUVANNA, VIRGINIA**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dan Whitten,  
County Attorney

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**ECONOMIC DEVELOPMENT  
AUTHORITY OF THE COUNTY OF  
FLUVANNA, VIRGINIA**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James M. Bowling, IV,  
Legal Counsel for the Economic Development Authority

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**ZION 3 NOTCH LLC**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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