

THIS AGREEMENT (this “Agreement”), made and entered into as of June 1, 2016 (“Effective Date”), by and between the **JAMES RIVER WATER AUTHORITY** (the “Authority”), and the **COUNTY OF FLUVANNA, VIRGINIA** (“County”).

RECITALS:

WHEREAS, the Authority, the County, Louisa County and the Louisa County Water Authority (“LCWA”) entered into an agreement (the “2013 Interjurisdictional Agreement”) dated October 1, 2013 to reflect the desire to move the James River intake from Bremo Bluff to near Columbia, Virginia and to set forth the parties’ respective rights and duties with respect to a James River pipeline project (“Project”);

WHEREAS, the Authority applied for a special use permit to construct the Project on tax map number 53-A-62C in the County Fluvanna, which was rejected by the County on December 2, 2015; and

WHEREAS, the Authority subsequently applied to the County for a special use permit to Construct the Project on tax map number 61-A-4, which is adjacent to the property that was previously denied a special use permit; and

WHEREAS, on January 20, 2016, the County approved a special use permit for the Authority to construct the Project on tax map number 61-A-4; and

WHEREAS, the Authority has incurred additional Project costs associated with moving and redesigning the Project to the adjacent property.

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

Section 1. The County agrees to pay the amount of \$525,039.00 to the Authority within 30 days of the Effective Date of this Agreement as payment in full for the additional costs incurred by the Authority associated with relocating the Project to tax map number 61-A-4.

Section 2. The Authority agrees to apply the amount received under Section 1 above towards the payment of the guaranteed maximum price as described in the Comprehensive Agreement between the Authority and Faulconer Construction Company, Inc., for the construction of the James River Water Authority’s project.

Section 3. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties caused this Agreement to be signed by their respective officers thereunto duly authorized, and this Agreement to be dated as of the date and year first above written.

JAMES RIVER WATER AUTHORITY

By:  _____
Chairman

Approved as to Form

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Authority Attorney

COUNTY OF FLUVANNA, VIRGINIA

By:  _____
Chair, Board of Supervisors

Approved as to Form

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Fluvanna County Attorney