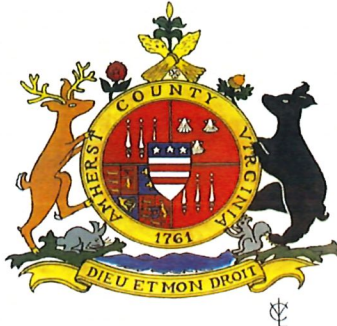


**Board of Supervisors**

Claudia D. Tucker, Chair  
District 2  
David W. Pugh, Jr., Vice-Chair  
District 4  
L. J. Ayers III, Supervisor  
District 3  
Kenneth M. Campbell, Supervisor  
District 1  
John A. Marks, Jr., Supervisor  
District 5



**County Administrator**  
Dean C. Rodgers

**County Attorney**  
Ellen Bowyer

**AMHERST COUNTY BOARD OF SUPERVISORS**

**MINUTES**

**AGENDA**

**February 21, 2017**

Administration Building - 153 Washington Street - Public Meeting Room  
6:00 p.m.

- I. Call to Order**
- II. Approval of Agenda**
- III. Invocation and Pledge of Allegiance**
- IV. Closed Session**

A. Pursuant to § 2.2-3711 (A)(7) of the Code of Virginia, to consult with the County Attorney and other legal counsel regarding the disposition of County property, which matter requires the provision of legal advice by counsel.

*The Board anticipates that the closed session will end shortly before 7:00 PM. The Board will recess until 7:00 PM and then reconvene in open session at that time.*

- V. Recess until 7:00 p.m.**
- VI. Citizen Comment**
- VII. Public Hearing**

A. Ordinance No. 2017-0003, vacating any interest held by Amherst County in a possible public right-of-way located in Tax Map Section 124, bordered by tax map parcels 124-6-A, and 124-6-4, all sited in Madison Heights, Virginia, 24572; such vacation being conditioned on the acceptance by Anthony Belman, and Howard V. Jr., and Judith Hammett, adjoining landowners, of the property interest being vacated.

B. Special Exception Request No. 2016-17, request by Wright Family Rental LLC., for a special exception request in the RMU-1 Residential Mixed Use District. The purpose of the special exception is to allow a two-family dwelling that has the outward appearance of a single family dwelling. The parcel is located at 373 Main Street and is further identified as tax map number 160A4-A-7.

C. Chamber of Commerce Agreements

D. Gift and Disposition of Blue Ridge Regional Jail Authority Property

- VIII. Consent Agenda**

**BOOK 35**  
MINUTES - February 21, 2017  
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- A. Minutes - January 17, 2017
- B. Finance - FY17 Appropriation of Revenue: 1) Commonwealth Attorney; 2) Sheriff's Office; and 3) Animal Shelter
- C. Support to Willow Branch Apartments Improvements - Resolution 2017-0005-R
- D. James River Heritage Trail Access - Resolution Nos. 2017-0007-R and 2017-0008-R

**IX. Special Presentation**

- A. Brown Edwards - Audit

**X. Old Business**

**XI. New Business**

- A. Planning/Zoning - Old Town Madison Heights - Main Street Revitalization
- B. Public Safety - Financial Audits for volunteer fire and rescue agencies

**XII. County Administrator's Report**

- A. Finance - FY 2018 Revenue Projections
- B. Projects Status Report (handout)

**XIII. Liaison and Committee Reports**

- A. Lynchburg Regional Business Alliance, Executive Board February 10, 2017

**XIV. Departmental Reports**

- A. Finance - Quarterly update

**XV. Citizen Comment**

**XVI. Matters from Members of the Board of Supervisors**

**XVII. Closed Session**

A. Pursuant to § 2.2-3711 (A)(3) and pursuant to § 2.2-3711 (A)(7) of the Code of Virginia, to consult with the County Attorney regarding disposition of County real property, which matter may require the provision of legal advice by the County Attorney and where discussion in open session would adversely affect the County's negotiating strategy.

**XVIII. Adjournment**

**MINUTES**

At a regular meeting of the Board of Supervisors of Amherst County and held at the Administration building thereof on Tuesday, the 21<sup>st</sup> day of February, 2017, at 7:00 p.m. at which the following members were present:

**BOARD OF SUPERVISORS:**

PRESENT: Claudia D. Tucker, Chair  
David W. Pugh, Jr., Vice-Chair  
L. J. Ayers, III, Supervisor  
Kenneth M. Campbell, Supervisor  
John A. Marks, Jr., Supervisor

ABSENT: None

STAFF PRESENT: County Administrator Dean C. Rodgers; Deputy County Administrator David R. Proffitt; County Attorney Ellen Bowyer and Executive Administrative Assistant Regina Rice

**BOOK 35**  
MINUTES - February 21, 2017  
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OTHERS PRESENT: Planning/Zoning Director Jeremy S. Bryant  
Public Safety Director/Fire Marshal Gary M. Roakes  
Finance Director Stacey H. Wilkes

**I. Call to Order**

Chair Tucker called the meeting to order at 7:00 p.m.

**II. Approval of Agenda**

By motion of Supervisor Marks and with the following vote, the Board amended the Agenda for February 21, 2017, by deleting Items IV. and V.

AYE: Mrs. Tucker, Mr. Pugh, Mr. Ayers, Mr. Campbell and Mr. Marks  
NAY: None  
ABSTAIN: None

**III. Invocation and Pledge of Allegiance**

Supervisor Marks led the Invocation and Pledge of Allegiance.

**IV. ~~Closed Session~~**

~~\_\_\_\_\_ A. Pursuant to § 2.2-3711 (A)(7) of the Code of Virginia, to consult with the County Attorney and other legal  
\_\_\_\_\_ counsel regarding the disposition of County property, which matter requires the provision of legal advice by  
\_\_\_\_\_ counsel.~~

~~The Board anticipates that the closed session will end shortly before 7:00 PM. The  
Board will recess until 7:00 PM and then reconvene in open session at that time.~~

**V. ~~Recess until 7:00 p.m.~~**

**VI. Citizen Comment**

Mr. Bill Peters of Amherst, Virginia, addressed the Board and reported he was appointed as the liaison with the NAACP and will be attending the meetings.

**VII. Public Hearing**

A. Ordinance No. 2017-0003, vacating any interest held by Amherst County in a possible public right-of-way located in Tax Map Section 124, bordered by tax map parcels 124-6-A, and 124-6-4, all sited in Madison Heights, Virginia, 24572; such vacation being conditioned on the acceptance by Anthony Belman, and Howard V. Jr., and Judith Hammett, adjoining landowners, of the property interest being vacated.

Planning/Zoning Director Jeremy Bryant addressed the Board and explained the issue of an unnamed "paper street" adjoining property owned by Anthony Belman and Howard and Judith Hammett. This 0.661 acre of land was dedicated to the County and the street terminating at the end of Mr. Belman's property does not provide access to other vacant parcels. Mr. Belman and the Hammetts have requested to purchase this property, thus vacating any interest held by Amherst County.

Chair Tucker opened the Public Hearing.

Opponents: None  
Proponents: None

Chair Tucker closed the Public Hearing.

By motion of Supervisor Ayers and with the following vote, the Board adopted Ordinance 2017-0003. (See Attachment 1)

AYE: Mrs. Tucker, Mr. Pugh, Mr. Ayers, Mr. Campbell and Mr. Marks  
NAY: None  
ABSTAIN: None

B. Special Exception Request No. 2016-17, request by Wright Family Rental LLC., for a special exception request in the RMU-1 Residential Mixed Use District. The purpose of the special exception is to allow a two-family dwelling that has the outward appearance of a single family dwelling. The parcel is located at 373 Main Street and is further identified as tax map number 160A4-A-7.

Planning/Zoning Director Jeremy Bryant presented to the Board his report regarding Special Exception Request No. 2016-17.

Mr. Bryant explained Wright Family Rental has requested the special exception to allow a two-family dwelling, having the appearance of a single family dwelling, at 373 Main Street, Madison Heights, Virginia.

Mr. Bryant reported the Amherst County Planning Commission approved the request on January 19, 2017, with a condition that the structure be connected to public water and public sewer.

Chair Tucker opened the Public Hearing.

Opponents: None  
Proponents: None

Chair Tucker closed the Public Hearing.

By motion of Supervisor Marks and with the following vote, the Board approved Special Exception Request No. 2016-17 with the condition recommended by the Planning Commission.

AYE: Mrs. Tucker, Mr. Pugh, Mr. Ayers, Mr. Campbell and Mr. Marks  
NAY: None  
ABSTAIN: None

C. Chamber of Commerce Agreements

Deputy County Administrator David Proffitt presented to the Board the Chamber lease, Tourism Services, and Equipment agreements. Mr. Proffitt advised that all three agreements have been agreed to and signed by the Chamber of Commerce.

Mr. Proffitt recommended the Board approve adoption of the Chamber of Commerce Lease Agreements and authorize the Chair to sign all three agreements.

Chair Tucker opened the Public Hearing for consideration to sign the lease agreement with the Chamber of Commerce.

Opponents: None  
Proponents: None

Chair Tucker closed the Public Hearing.

By motion of Supervisor Ayers and with the following vote, the Board approved adoption of the Chamber of Commerce Lease Agreements.



AYE: Mrs. Tucker, Mr. Pugh, Mr. Ayers, Mr. Campbell and Mr. Marks  
NAY: None  
ABSTAIN: None

By motion of Vice-Chair Pugh and with the following vote, the Board authorized the Chair to sign the Chamber of Commerce Lease, Tourism Services, and Equipment Agreements.  
**(See Attachment 2)**

AYE: Mrs. Tucker, Mr. Pugh, Mr. Ayers, Mr. Campbell and Mr. Marks  
NAY: None  
ABSTAIN: None

D. Gift and Disposition of Blue Ridge Regional Jail Authority Property

Planning/Zoning Director Jeremy Bryant presented the Board his report regarding a gift of land from the Blue Ridge Regional Jail Authority (BRRJA) to Amherst County and conveyance of an easement by Amherst County to the Lee Family's adjoining parcel.

Mr. Bryant explained that BRRJA has offered to convey 2.169 acres to Amherst County that would allow the County to convey an easement to the Lee Family whose parcel (Tax Map 161-A-145) does not have ingress/egress.

Once BRRJA conveys the parcel, the County would then convey an easement to the Lee Family for benefit of an ingress/egress to their property.

Mr. Bryant explained that if the Board adopts Resolution 2017-0006-R, the Chair of the Board of Supervisors will withhold her signature until the parcel is received from the Blue Ridge Regional Jail.

Chair Tucker opened the Public Hearing.

Opponents: None  
Proponents: None

Chair Tucker closed the Public Hearing.

By motion of Vice-Chair Pugh and with the following vote, the Board adopted Resolution 2017-0006-R, and directed the Chair to withhold her signature until the parcel is received from the Blue Ridge Regional Jail. **(See Attachment 3)**

AYE: Mrs. Tucker, Mr. Pugh, Mr. Ayers, Mr. Campbell and Mr. Marks  
NAY: None  
ABSTAIN: None

**VIII. Consent Agenda**

A. Minutes - January 17, 2017

B. Finance - FY17 Appropriation of Revenue: 1) Commonwealth Attorney; 2) Sheriff's Office; and 3) Animal Shelter

C. Support to Willow Branch Apartments Improvements - Resolution 2017-0005-R  
**(See Attachment 4)**

D. James River Heritage Trail Access - Resolution Nos. 2017-0007-R and 2017-0008-R  
(See Attachments 5 and 6)

By motion of Supervisor Marks and with the following vote, the Board approved the Consent Agenda for February 21, 2017.

AYE: Mrs. Tucker, Mr. Pugh, Mr. Ayers, Mr. Campbell and Mr. Marks  
NAY: None  
ABSTAIN: None

**IX. Special Presentation**

A. Brown Edwards - Audit

Ms. Susan Chapman of Brown Edward presented to the Board the County's 2016 Audit Report.

Ms. Chapman provided an overview of the audit and advised she was available via e-mail if the Board had specific questions regarding the audit.

**X. Old Business**

**XI. New Business**

A. Planning/Zoning - Old Town Madison Heights - Main Street Revitalization

Planning/Zoning Director Jeremy Bryant presented to the Board his report and explained the County is working on a second block grant to be used for revitalization in Old Town Madison Heights.

Mr. Bryant recommended the Board direct the County Attorney to prepare a resolution to endorse submission of the CDBG application.

County Attorney Bowyer confirmed she would prepare the resolution.

By motion of Supervisor Campbell and with the following vote, the Board directed the County Attorney to prepare a resolution to endorse the submission of the Community Development Block Grant Application for consideration at the March 21, 2017, meeting.

AYE: Mrs. Tucker, Mr. Pugh, Mr. Ayers, Mr. Campbell and Mr. Marks  
NAY: None  
ABSTAIN: None

B. Public Safety - Financial Audits for volunteer fire and rescue agencies

Director of Public Safety Gary Roakes addressed the Board and advised that the volunteer fire and rescue agencies are required to provide an audited financial report each year to receive county funds.

Mr. Roakes explained the cost to each agency to use a secondary outside accounting firm is approximately \$2,500 and is paid from operating funds received from the county.

Mr. Roakes asked the Board to amend the requirements that these agencies use the same accounting firm instead of a third party audit firm, thus eliminating an unnecessary expense for them.

Supervisor Ayers said that as a liaison on that Emergency Services Council, he was supportive of amending this and advised if the Board had any questions regarding the books for these agencies, they would be made available for review.

By motion of Supervisor Ayers and with the following vote, the Board allowed those volunteer fire and rescue agencies, which use outside accounting firms to perform their internal accounting functions, to use financial statements from those firms to satisfy annual County reporting requirements.

AYE: Mrs. Tucker, Mr. Pugh, Mr. Ayers, Mr. Campbell and Mr. Marks  
NAY: None  
ABSTAIN: None

**XII. County Administrator's Report**

A. Finance - FY 2018 Revenue Projections

County Administrator Dean Rodgers and Finance Director Stacey Wilkes presented the proposed FY20178 Revenue projections for the Board's consideration.

Mr. Rodgers explained the handout reflected several changes on the revenue analysis and projection summary than what was provided in the Board's Agenda packet. **(See Attachment 7)**

Ms. Wilkes advised the biggest increase was in the meals tax and remarked the process has been smooth and she is now working on the O&M budget.

B. Projects Status Report (handout) **(See Attachment 8)**

Mr. Rodgers said the report is self-explanatory.

Chair Tucker asked about the broadband issue.

Mr. Rodgers reported on the status of a request for proposal for rural broadband service for the county. He stated that we are attempting to coordinate a joint effort by the county, the Regional Commission and Sweet Briar College.

Chair Tucker asked what will be the impact on citizens in Amherst County.

Mr. Rodgers said the county would go from 60% to 90-95% coverage wirelessly and all that would be necessary for coverage of those few percentages would be placement of small towers. Mr. Rodgers said that would reach the entire county wirelessly without having to lay any fiber.

It is the objective for Amherst County to have better broadband than our neighbors.

**XIII. Liaison and Committee Reports**

A. Lynchburg Regional Business Alliance, Executive Board February 10, 2017

For information only.

**XIV. Departmental Reports**

A. Finance - Quarterly update

For information only.

**XV. Citizen Comment**

There were no citizen comments.

**XVI. Matters from Members of the Board of Supervisors**

Supervisor Marks advised of a fallen pine tree located on the Amherst County side of Route 29 North past the Carter Glass Bridge and requested the County Administrator contact VDOT for removal.

Supervisor Campbell had no matter to discuss.

Supervisor Ayers requested the County Administrator prepare a commemorative resolution in recognition of Mr. Ernie Cash, Chief of the Monelison Fire Department who recently retired with 45 years of service. It was the Board's consensus to present a commemorative resolution to Mr. Cash at a future evening Board meeting.

Vice-Chair Pugh had no matter to discuss.

Chair Tucker had no matter to discuss.

**XVII. Closed Session**

A. Pursuant to § 2.2-3711 (A)(3) and pursuant to § 2.2-3711 (A)(7) of the Code of Virginia, to consult with the County Attorney regarding disposition of County real property, which matter may require the provision of legal advice by the County Attorney and where discussion in open session would adversely affect the County's negotiating strategy.

Supervisor Marks moved that the Amherst County Board of Supervisors convene in closed session pursuant to § 2.2-3711 (A)(3) and pursuant to § 2.2-3711 (A)(7) of the Code of Virginia, to consult with the County Attorney regarding disposition of County real property, which matter may require the provision of legal advice by the County Attorney and where discussion in open session would adversely affect the County's negotiating strategy.

Supervisor Marks motioned to come out of closed session and was approved with the following vote:

AYE:	Mrs. Tucker, Mr. Pugh, Mr. Ayers, Mr. Campbell, and Mr. Marks
NAY:	None
ABSTAIN:	None

**CERTIFICATION OF CLOSED MEETING**

Supervisor Marks moved that the Amherst County Board of Supervisors certify by a recorded vote that, to the best of each Board member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered in the closed session.

Mrs. Tucker	AYE
Mr. Pugh	AYE
Mr. Ayers	AYE
Mr. Campbell	AYE
Mr. Marks	AYE

**XVIII. Adjournment**

By motion of Chair Tucker and with the following vote, the Board adjourned.

AYE:	Mrs. Tucker, Mr. Pugh, Mr. Ayers, Mr. Campbell and Mr. Marks
NAY:	None
ABSTAIN:	None

**BOOK 35**

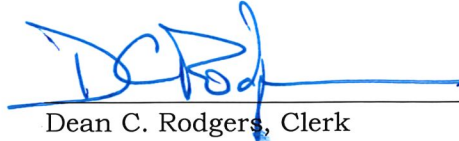
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Claudia D. Tucker, Chair  
Amherst County Board of Supervisors



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Dean C. Rodgers, Clerk



Amherst County Board of Supervisors  
County Ordinance No. 2017-0003

**AN ORDINANCE, NO. 2017-0003**

Vacating any interest held by Amherst County in a possible public right-of-way located in Tax Map Section 124, bordered by tax map parcels 124-6-A, and 124-6-4, all sited in Amherst, Virginia, 24521; such vacation being conditioned on the acceptance by Anthony Belman, and Howard V. Jr., and Judith Hammett, adjoining landowners, of the property interest being vacated.

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Approved as to form and legality by the County Attorney

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**FIRST READING: February 7, 2017**  
**PUBLIC HEARING: February 21, 2017**

**THE COUNTY OF AMHERST HEREBY ORDAINS:**

**§ 1.** That Amherst County vacates any interest it may hold in a possible public right-of-way located in Tax Map Section 124, bordered by tax map parcels 124-6-A, and 124-6-4, in Amherst, Virginia, 24521; such vacation being conditioned, however, on the acceptance by Anthony Belman, and Howard V. Jr., and Judith Hammett, adjoining landowners, of the property interest being vacated, as follows:

**WHEREAS**, a plat entitled "Plat Showing Resurvey for Anthony A. Belman", dated March 16, 2016 (hereafter "Plat I"), was recorded on May 13, 2016, in Plat Cabinet 3, Slide 64, in the Clerk's Office for the Circuit Court of Amherst County, Virginia; and

**WHEREAS**, Plat I, attached hereto as Exhibit A, delineates in part a piece of property (hereafter, "Property") located in tax map section 124, and identified as a "30' Street" which is bordered by tax map parcels 124-6-4 and 124-6-A, 5, 6, 11-21; and

**WHEREAS**, Plat I plainly depicts the Property as a right-of-way; and

**WHEREAS**, Virginia Code § 15.2-2265 provides that "[T]he recordation of an approved plat shall operate to transfer, in fee simple, to the respective localities in which the land lies the portion of the premises platted as is on the plat set apart for streets, alleys or other public use and to transfer to the locality any easement indicated on the plat to create a public right of passage over the land. ...."; and

**WHEREAS**, tax map parcel 124-6-A (2309 South Amherst Highway, Amherst, Virginia, 24521), located adjacent to the Property, is owned by Anthony Belman, and tax map parcel 124-6-4 (2307 South

Amherst Highway, Amherst, Virginia, 24521), also located adjacent to the Property, is owned by Howard V. Jr., and Judith Hammett; and

**WHEREAS**, by letters dated November 14, 2016, Howard V. Jr., and Judith Hammett, requested a portion (0.331 acres) of the unnamed paper street be vacated, and Anthony Belman, requested a portion (0.330 acres) of the unnamed paper street be vacated; and

**WHEREAS**, a plat entitled "Plat Showing 30' Street Vacation Surveyed for Anthony A. Belman", dated October 4, 2016 (hereafter "Plat II"), which specifically depicts the street to be vacated and is attached hereto as Exhibit B; and

**WHEREAS**, as the Property has not been developed for the purposes identified in the Plat and there is no indication that it is needed for the purposes identified in the Plat, it does not provide any beneficial use for the general public nor for adjacent property owners; and

**WHEREAS**, it is the desire of Amherst County, acting by and through its Board of Supervisors, to vacate any interest Amherst County may have in the Property by this Ordinance 2017-0003 in accordance with the provisions of Virginia Code § 15.2-2006 and § 15.2-2008; and

**WHEREAS**, Amherst County has given notice of its intention to vacate its interest in the Property in favor of Anthony Belman, and Howard V. Jr., and Judith Hammett, by twice publishing a notice of public hearing, with at least six days elapsing between the first and second publication, in the New Era Progress, a newspaper having general circulation in Amherst County, which notice specified the time and place of the public hearing at which persons, and the costs of which notice were taxed to the Anthony Belman, and Howard V. Jr., and Judith Hammett, all in accordance with the provisions of Virginia Code § 15.2-2006; and

**WHEREAS**, Amherst County has notified the land owners situated along the public right-of-way proposed to be vacated of the impending vacation by a letter mailed on February 3, 2017, in accordance with the provisions of Virginia Code § 15.2-2006; and

**WHEREAS**, Amherst County conditions its vacation of the Property on acceptance by Anthony Belman, and Howard V. Jr., and Judith Hammett, abutting property owners, of the property interest being vacated at a cost of \$2,313.50 as agreed to by the County in accordance with the provisions of Virginia Code § 15.2-2008; and

**NOW, THEREFORE, BE IT ORDAINED**, that in accordance with the provisions of Virginia Code § 15.2-2006 and § 15.2-2008, any interest held by Amherst County in the Property shall be, and the same hereby is, vacated in favor of Anthony Belman, and Howard V. Jr., and Judith Hammett, a public hearing thereon having been duly advertised and conducted in accordance with the provisions of Virginia Code § 15.2-2006.

**BE IT FURTHER ORDAINED**, that a certified copy of this Ordinance 2017-0003 shall be recorded in the Circuit Court for the County of Amherst, Virginia, after the expiration of 60 days from the date of adoption, unless adoption is appealed to said Court.

**BE IT FURTHER ORDAINED**, that within 60 days following the adoption of this Ordinance 2017-0003, Anthony Belman, and Howard V. Jr., and Judith Hammett shall pay to the County the costs of the property and the costs of publishing the advertisement of the conduct of the public hearing on this Ordinance.

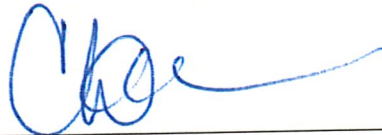
**BE IT FURTHER ORDAINED**, that 60 days after adoption of this Ordinance 2017-0003, and upon payment to the County of the costs of publishing the advertisement, the Board of Supervisors authorizes its Chairman to execute a quit-claim deed transferring any interest the County may hold in the Property to Anthony Belman, and Howard V. Jr., and Judith Hammett.

**BE IT FURTHER ORDAINED**, that if payment of the costs are not made within 90 days of the adoption of this Ordinance, the Board may repeal the Ordinance and shall thereafter retain any property rights it may hold in the Property.

§ 2. That this Ordinance 2017-0003 shall not be codified in the Code of the County of Amherst.

§ 3. That this Ordinance 2017-0003 shall be in force and effect upon adoption.

Adopted this 21<sup>st</sup> day of February, 2017.



Claudia D. Tucker, Chair  
Amherst County Board of Supervisors

**ATTEST:**



Dean C. Rodgers, Clerk  
Amherst County Board of Supervisors

Ayes 5

Nays 0

Abstentions 0

**ADOPTED**

2 / 21 / 17



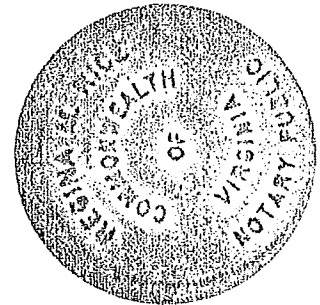
STATE OF VIRGINIA,  
COUNTY OF AMHERST, to-wit:

I, Regina Rice, a notary public in and for the state and county as aforesaid, do hereby certify that Claudia D. Tucker did sign her name to the foregoing Amherst County Ordinance No. 2017-0003 before me this 21<sup>st</sup> day of February, 2017.

Regina M. Rice  
Notary Public

Notary registration number: 205607

My commission expires: November 30, 2018



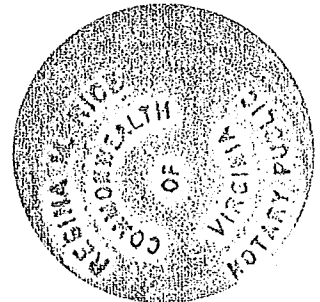
STATE OF VIRGINIA,  
COUNTY OF AMHERST, to-wit:

I, Regina Rice, a notary public in and for the state and county as aforesaid, do hereby certify that Dean C. Rodgers did sign his name to the foregoing Amherst County Ordinance No. 2017-0003 before me this 21<sup>st</sup> day of February, 2017.

Regina M. Rice  
Notary Public

Notary registration number: 205607

My commission expires: November 30, 2018



STATE OF VIRGINIA,  
COUNTY OF AMHERST, to-wit:

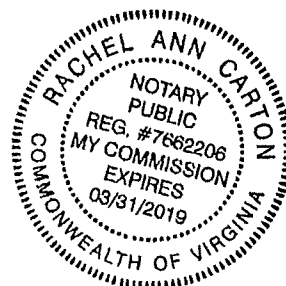
I certify the foregoing to be a complete, full, true and exact reproduction of the original ordinance 2017-0003, adopted by the Amherst County Board of Supervisors on February 21, 2017, except that the exhibit to the ordinance is not attached but may be found in the Clerk's Office for the Circuit Court of Amherst County, Plat Cabinet 3, Slide 64.

Certified this 21<sup>st</sup> day of February, 2017.

Rachel A. Carton  
Rachel A. Carton, Notary Public

Notary registration number: 7662206

My commission expires: March 31, 2019





### LEASE AGREEMENT

**THIS LEASE AGREEMENT** (hereinafter "Lease"), made as of the first day of January, 2017, by and between **Amherst County**, a political subdivision of the Commonwealth of Virginia (hereinafter "Lessor"), party of the first part; and the **Amherst County Chamber of Commerce**, a Virginia nonprofit nonstock corporation (hereinafter "Lessee"), party of the second part.

### **WITNESSETH:**

**WHEREAS**, Lessor owns the real property located at 328 Richmond Highway, designated as Tax Map Parcel 96A7-5-A ("Property"), on which is situated a renovated historic Train Depot ("Depot"); and

**WHEREAS**, Lessor obtained grant funds from the Virginia Department of Transportation to move and renovate the Depot for purposes which included supplying the Lessee with office and meeting space, and establishing a Visitor Center for the County.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the parties herein, and other good and valuable consideration, Lessor does hereby lease to Lessee certain space within the Depot, as depicted in Exhibit A attached hereto, the same being hereinafter designated "Premises"; and in furtherance thereof the parties agree as follows:

1. Term. The initial period of the Lease is one (1) year beginning on January 1, 2017. The parties may agree to renew the Lease after the initial period.

2. Rent. Rent for the Premises is \$700 per month. The County shall discount the rent in return for Lessee's operation of the Visitor Center and provision of tourism services, as provided for in the Amherst County Visitor Center and Tourism Services Agreement, attached hereto as Exhibit B, such that Lessee shall pay rent for the Premises in the sum of \$10.00 annually.

3. Termination of Lease. The Lease may be terminated as follows:

- a. Lessor may terminate the Lease upon termination of the Amherst County Visitor Center and Tourism Services Agreement.
- b. Lessor or Lessee may terminate the Lease at any time by giving written notice 120 days prior to the identified termination date; except that Lessor shall use its best efforts in its sole discretion to provide written notice at least 365 days prior to the identified termination date.
- c. Lessor may terminate this Lease on written notice provided 90 days prior to the identified termination date if (i) Lessee engages in any activity which may cause an encumbrance to be placed upon the Property that limits Lessor's full control, use or disposition of the Property, or (ii) Lessee fails to give Lessor any notice required by the Lease.
- d. Pursuant to paragraphs 14 or 17.

4. Premises. The Premises consists of two offices, a conference room, a kitchenette/workroom and access to the public entrance lobby and multipurpose/exhibits room. The Premises is depicted in Exhibit A. The Lessee will use the Premises for its primary office space. The Lessor or another Depot tenant may use the conference room, subject to the Lessee's need for that space. The Lessee may use the parking lot for events, provided that the Lessee notifies any other tenant of the Depot reasonably in

advance of any such events. All events at the Premises shall be undertaken only with the mutual consent of all Depot tenants; except that Lessor shall have the option to prohibit any event it deems an inappropriate use of the Property. All Depot tenants shall have access to the restrooms.

5. Furnishings. Lessor will provide certain furnishings such as sofas, chairs, desks, tables, shelving, filing cabinets, and audiovisual equipment for the Visitor Center for Lessee's use during the term of the Lease. Such furnishings and equipment shall remain within the Premises during the term of the Lease as personal property of Lessor. Lessee shall properly maintain such furnishings and equipment, and shall reimburse Lessor the value of any missing or damaged items upon termination of the Lease. The term "furnishings" as used in this Lease does not include IT equipment such as computers, servers, printers, and copiers.

6. Maintenance. The Lessor agrees to maintain the Premises, which shall include maintaining the roof, outside walls, electrical wiring and other structural components such as the foundations of the Depot, stormwater facilities, sewer, water pipes, all other plumbing, heating, ventilating, and air conditioning. The Lessor further agrees that it will maintain the exterior of the Depot and grounds and landscaping on the Premises, including the mowing of grass, raking of leaves, removal of snow and ice from all walks, steps, and driveways, and cleaning of gutters and drains. The Lessor shall bear all costs of the maintenance stated herein.

7. Utilities. The Lessor shall pay for the following utilities and services in connection with the Premises: electricity, water, heating, garbage/trash disposal costs, and janitorial services pursuant to the County's existing janitorial services contract. Lessee may obtain additional janitorial services not provided for in said contract at Lessee's expense. Lessee shall arrange and pay for its internet and telephone services.

8. Appearance of Premises. The Lessee shall coordinate with the other Depot tenant to ensure the Premises are maintained in a neat, clean and attractive manner. Lessee shall provide for the annual plantings and seasonal decorations necessary for exterior public appearance and attraction. Lessee is encouraged, but not obligated, to contact local civic organizations and garden clubs to assist making the appearance of the Premises attractive.

9. Alterations. The Lessee may at its own cost and expense decorate the Premises in such manner as it considers appropriate. With the written approval of the Lessor, Lessee may make alterations or improvements to the Premises, provided that any alterations or improvements shall be made in a good and workmanlike manner. If Lessee makes any alterations or improvements which require Mechanic's Lien coverage, Lessee shall inform Lessor of the identity of the Mechanic's Lien agent prior to commencing the work.

10. Funding. Lessee may accept and use funding from any source so long as such acceptance or use is not predicated on a commitment of County resources which has not been approved in writing by the Amherst County Board of Supervisors prior to funding acceptance or use. Lessee will not undertake any action, commitment, status, registration, application, or representation that will collateralize, impede, encumber or otherwise restrict the County's use or control of the Premises.

11. Property Insurance. The Lessor shall maintain insurance against loss or damage to the Property and Depot, and any personal property owned by the County located upon the Property or within the Depot. Lessor shall not insure Lessee's personal property located upon the Property or within the Depot, and Lessee shall carry such insurance with respect to such personal property as it may deem appropriate.

12. Liability Policy. Lessee shall maintain, at its own expense during and throughout the term of the Lease, comprehensive general liability insurance for the benefit of Lessee and Lessor, with minimum limits of One Million Dollars (\$1,000,000.00), and shall deliver to Lessor certificates of insurance or

copies of such policies showing that such insurance is in full force and effect and that the County has been listed as an additional insured. The policy shall contain a statement requiring the insurer to provide 30 days written notice to the County Purchasing Agent before any cancellation, reduction, or non-renewal of insurance coverage.

13. Indemnification. Lessee shall indemnify and hold harmless Amherst County and its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Lessee's or its agent's activities or omissions on the Premises, including, without limitation, fines and penalties, violations of federal, state, or local laws, or regulations promulgated thereunder, or any personal injury, wrongful death, or property damage claims of any type.

14. Damage and Destruction of Premises. If, during the term of this Lease, the Premises, or any part thereof, is damaged or destroyed by fire or other casualty, either party shall have the right to terminate the Lease immediately. Lessor shall determine within a reasonable time whether it will rebuild or repair the Premises.

15. Taxes. Lessor shall pay all taxes and assessments levied upon the Property except for taxes assessed against the personal property of Lessee, and except for licenses and permits required in connection with Lessee's business.

16. View of Premises. Lessor may enter the Premises to view them. If Lessor needs access to perform maintenance under Paragraph 6 herein, Lessor shall have the right to enter the Premises at such times as the Lessor deems necessary.

17. Default. If any party breaches any of the terms of this Lease, the breaching party shall be in default and written notice of such default shall be given to the breaching party by the non-breaching party. If the breaching party fails to cure such default to the reasonable satisfaction of the non-breaching party within thirty (30) days of the date of such notice, the non-breaching party may at its option, terminate the Lease.

18. Notice. All notices required to be given hereunder shall be delivered by hand or certified mail to:

If to Lessor: Dean C. Rodgers  
Amherst County Administrator  
PO Box 390  
Amherst, VA 24521

If to Lessee: Chad A. Mooney, Esquire  
Registered Agent  
Petty, Livingston, Dawson, & Richards, PC  
PO Box 1080  
Lynchburg, VA 24505

19. The terms and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

20. By virtue of entering into this Lease, Lessee submits itself to a court of competent jurisdiction in the County of Amherst, Virginia, and further agrees that this Lease is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such a court according to the laws of the Commonwealth of Virginia.

21. This Lease represents the complete understanding of the parties, and there are no agreements, representations or warranties, except as contained herein. This Lease may not be amended except in writing, signed by both parties.

22. Lessee shall comply with all applicable federal, state, and local laws, codes and regulations currently in force or subsequently adopted.

23. In the event that any provision of this Lease is adjudged or decreed to be invalid, such ruling shall not invalidate the entire Lease but shall pertain only to the provision in question, and the remaining provisions shall continue to be valid, binding, and in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, THE PARTIES HEREBY BIND THEMSELVES TO THIS LEASE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

LESSOR: Board of Supervisors of Amherst County, Virginia

By: [Signature]  
Claudia D. Tucker, Chair, Amherst County Board of Supervisors

STATE OF VIRGINIA,  
COUNTY OF AMHERST, to-wit:

I, Regina M. Rice, a notary public in and for the state and county as aforesaid, do hereby certify that Claudia D. Tucker, Chair, Amherst County Board of Supervisors, did sign her name to the foregoing Lease Agreement before me the 21<sup>st</sup> day of January, 2017.

Notary Public: Regina M. Rice

Notary Registration Number: 205867

My Commission Expires November 30, 2018

LESSEE: Chamber of Commerce of Amherst County

By: [Signature]  
President, Amherst County Chamber of Commerce

STATE OF VIRGINIA,  
COUNTY/CITY OF Amherst, to-wit:

I, Regina M. Rice, a notary public in and for the state and county as aforesaid, do hereby certify that Patrick R. Dreher President, Amherst County Chamber of Commerce, did sign his name to the foregoing Lease Agreement before me the 3<sup>rd</sup> day of February, 2017.

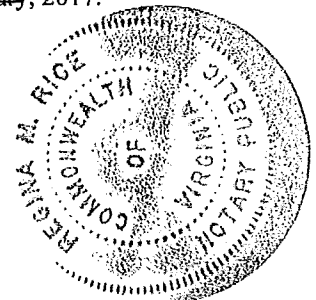
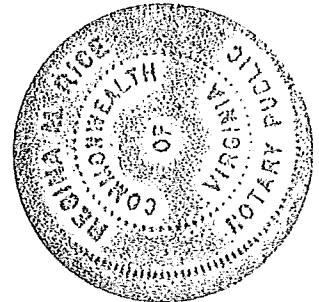
Notary Public: Regina M. Rice

Notary Registration Number: 205867

My Commission Expires: Nov. 30, 2018

Approved as to form:  
[Signature]  
Ellen Bowyer  
Amherst County Attorney

3.1.2017  
Date



**EXHIBIT A: DEPICTION OF PREMISES**





## **TOURISM AND VISITOR CENTER SERVICES AGREEMENT**

**THIS AGREEMENT** (hereinafter "Agreement"), is made as of the 1<sup>st</sup> day of January, 2017, by and between **Amherst County**, a political subdivision of the Commonwealth of Virginia (hereinafter "County"), party of the first part; and the **Amherst County Chamber of Commerce**, a Virginia nonprofit nonstock corporation (hereinafter "Contractor"), party of the second part.

### **WITNESSETH:**

**WHEREAS**, County owns the real property located at 328 Richmond Highway, designated as Tax Map Parcel 96A7-5-A ("Property"), on which is situated a renovated historic Train Depot ("Depot"); and

**WHEREAS**, County developed the Property in part for the purpose of providing a Visitor Center for Amherst County ("Visitor Center"); and

**WHEREAS**, Contractor has submitted a highly competitive proposal for provision of tourism services; and

**WHEREAS**, Contractor also will be occupying certain rooms within the Depot as office space ("Premises"); and

**WHEREAS**, County has deemed Contractor the sole source practicable to operate the Visitor Center located in the multipurpose room of the Train Depot, and has selected Contractor to provide tourism services to Amherst County.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the parties herein, and other good and valuable consideration, County does hereby contract with Contractor for the provision of tourism services and operation of the Visitor Center, and in furtherance thereof the parties agree as follows:

1. Term. The initial period of the Agreement is one (1) year beginning on January 1, 2017. The parties may agree to renew the Agreement after the initial period.

2. Funding. County will lease the Premises to Contractor at a reduced rent and will pay Contractor \$29,500 annually during the term of this Agreement to operate the Visitor Center and provide tourism services. Contractor shall have discretion in managing and operating the Visitor Center and in providing tourism services, except as specifically directed by the County, provided that County has disbursed sufficient funds to Contractor for such services that County seeks to direct.

3. Visitor Center. Contractor shall operate the Visitor Center and manage Visitor Center staff. The Visitor Center shall contain information about businesses, attractions, natural resources, parks, festivals, recreational, and cultural activities. The Visitor Center shall be in operation at least from Wednesday to Sunday of each week, and shall be open for a minimum of eight hours on each of those five days. Contractor may operate the Visitor Center more often than as herein required.

4. Tourism Services. Contractor shall provide County with the tourism services listed in this paragraph. Services listed under item 4.q are subject to additional funding from County.

- a. Dedicate 10 hours per month by Contractor's Office Manager on tourism services.

- b. Manage Chamber website that promotes Amherst County tourism.
- c. Market local destination and attractions.
- d. Maintain well-informed, current working knowledge of area facilities, attractions and services both public and private, and facilitate and encourage the use of the same.
- e. Respond to all inquiries from patrons, including giving directions and providing brochures, maps, and other information.
- f. Establish rapport with travel industry leaders, agencies and service providers.
- g. Attend training and educational seminars offered by the Virginia Tourism Corporation and other sources as they are identified.
- h. Become a member of the Virginia Tourism Corporation.
- i. Apply for at least one annual grant from the Virginia Tourism Corporation to support tourism in Amherst County.
- j. Form and support a Tourism Council comprised of members drawn from the businesses that participate in Amherst County's tourism industry. Members may include representatives from hotels, vineyards, recreational companies, the Monacan Indian tribe, restaurants, and other businesses, non-profit organizations, and other entities with interests in tourist and recreational activities. The County may choose to name an appointee to the Tourism Council.
- k. Act on behalf of the County in local, regional, and state travel organizations to make Amherst County a travel destination.
- l. Prepare tourism services budget; monitor expenditures.
- m. Develop and implement an Amherst County Marketing Plan as part of each fiscal year budget request.
- n. Maintain and prepare statistical information for reports.
- o. Maintain updated records on local and state events.
- p. Report regularly to the County through the County Administrator.
- q. As additional funding is made available:
  - i. Develop advertisements and related marketing materials.
  - ii. Approve, order and stock local, area, and state brochures and travel guides.
  - iii. Travel to regional meetings, conferences and training events.

**5. Termination of Agreement.** The Agreement may be terminated as follows:

- a. County may terminate the Agreement pursuant to paragraph 9 upon Contractor's failure to operate the Visitor Center or provide tourism services in a manner satisfactory to County.

- b. County may terminate the Agreement if it or Contractor terminates the Lease governing Contractor's occupancy of the Depot. A copy of said Lease is attached as Exhibit A.
- c. County or Contractor may terminate the Agreement at any time by giving written notice 120 days prior to the identified termination date; except that the parties shall use their best efforts to provide written notice at least 365 days prior to the identified termination date.
- d. Pursuant to paragraph 8.

6. Acceptance and Use of Non-County Monies. Contractor may accept and use funding from any source so long as such acceptance or use is not predicated on a commitment of County resources which has not been approved in writing by the Amherst County Board of Supervisors prior to funding acceptance or use.

7. Indemnification. Contractor shall indemnify and hold harmless Amherst County and its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its agent's activities or omissions, including, without limitation, fines and penalties, violations of federal, state, or local laws, or regulations promulgated thereunder, or any personal injury, wrongful death, or property damage claims of any type.

8. Damage and Destruction of Premises. If, during the term of this Agreement, the Depot or Property is damaged or destroyed by fire or other casualty, either party shall have the right to terminate the Agreement immediately. County shall determine within a reasonable time whether it will rebuild or repair the Premises.

9. Default. If any party breaches any of the terms of this Agreement, the breaching party shall be in default and written notice of such default shall be given to the breaching party by the non-breaching party. If the breaching party fails to cure such default to the reasonable satisfaction of the non-breaching party within thirty (30) days of the date of such notice, the non-breaching party may, at its option, terminate the Agreement.

10. Notice. All notices required to be given hereunder shall be delivered by hand or certified mail to:

If to County: Dean C. Rodgers  
Amherst County Administrator  
PO Box 390  
Amherst, VA 24521

If to Contractor: Chad A. Mooney, Esquire  
Registered Agent  
Petty, Livingston, Dawson, & Richards, PC  
PO Box 1080  
Lynchburg, VA 24505

11. Drug Free Work Place. Contractor shall provide a drug-free workplace for Contractor's employees. Contractor shall post in conspicuous places, available to employees and applicants for

employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace. Contractor shall include these provisions in every subcontract or purchase order of over \$10,000, so that these requirements are binding upon each subcontractor or vendor.

12. Nondiscrimination. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to Contractor's normal operation. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

13. Illegal Aliens. Contractor does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

14. Organizational Structure. If Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this Agreement.

15. Payment Clauses.

- a. Contractor shall take one of the two following actions within seven days after receipt of amounts paid to him by the County for work performed by a subcontractor under the Agreement:
  - i. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Agreement; or
  - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for nonpayment.
- b. Contractor shall pay interest in the amount of .5 percent per month (six percent annually) to the subcontractor on all amounts owed by Contractor that remain unpaid after seven days following receipt by Contractor of payment from the County for work performed

by the subcontractor under the Agreement, except for amounts withheld as allowed in subsection a.

- c. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent per month.
- d. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- e. Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the state agency or agency of local government. No modification to this Agreement shall be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- f. Contractor shall provide to the County its federal employer identification number.

16. Insurance. Contractor shall maintain, at its own expense during and throughout the term of the Lease, comprehensive general liability insurance for the benefit of Contractor and County, with minimum limits of One Million Dollars (\$1,000,000.00), and shall deliver to County certificates of insurance or copies of such policies showing that such insurance is in full force and effect and that the County has been listed as an additional insured. The policy shall contain a statement requiring the insurer to provide 30 days written notice to the County Purchasing Agent before any cancellation, reduction, or non-renewal of insurance coverage.

17. By virtue of entering into this Agreement the Contractor submits itself to a court of competent jurisdiction in the County of Amherst, Virginia, and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such a court according to the laws of the Commonwealth of Virginia.

18. No payment, final or otherwise, nor partial or entire use or acceptance of Contractor's work by the County shall constitute acceptance of any professional services not in accordance with the Agreement, nor shall the same relieve Contractor of any responsibility for any errors or omissions in connection with the Project or operate to release Contractor from any obligation under the Agreement.

19. Contractor shall be fully responsible to the County for all acts and omissions of all succeeding tiers of subcontractors and agents performing or furnishing any of the work just as Contractor is responsible for its own acts and omissions.

20. Contractor shall comply with all applicable federal, state, and local laws, codes and regulations currently in force or subsequently adopted, including terms and provisions of Amherst County Code.

21. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

22. This Agreement represents the complete understanding of the parties, and there are no agreements, representations or warranties, except as contained herein. This Agreement may not be amended except in writing, signed by both parties.

23. In the event that any provision of this Agreement is adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, THE PARTIES HEREBY BIND THEMSELVES TO THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY: Board of Supervisors of Amherst County, Virginia

By: [Signature]  
Claudia D. Tucker, Chair, Amherst County Board of Supervisors

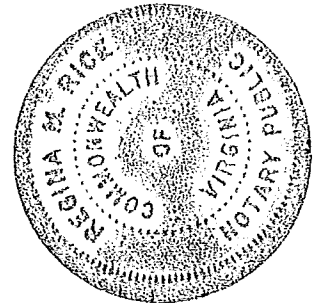
STATE OF VIRGINIA,  
COUNTY OF AMHERST, to-wit:

I, Regina M. Rice, a notary public in and for the aforesaid State and County, do hereby certify that Claudia D. Tucker, Chair, Amherst County Board of Supervisors, did sign her name to the foregoing Agreement before me the 21<sup>st</sup> day of February, 2017.

Notary Public: Regina M. Rice

Notary Registration Number: 205867

My Commission Expires: November 30, 2018



CONTRACTOR: Chamber of Commerce of Amherst County

By: [Signature]  
President, Amherst County Chamber of Commerce

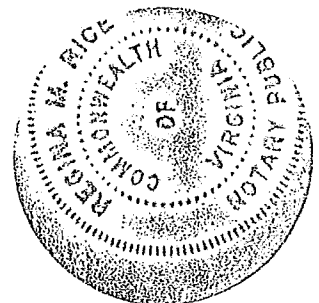
STATE OF VIRGINIA,  
COUNTY OF Amherst, to-wit:

I, Regina M. Rice, a notary public in and for the aforesaid State and County, do hereby certify that Patrick R. Dreher did sign his name to the foregoing Agreement before me the 3rd day of February, 2017.

Notary Public: Regina M. Rice

Notary Registration Number: 205867

My Commission Expires: Nov. 30, 2018



Approved as to form:  
[Signature]  
Ellen Bowyer  
Amherst County Attorney

3.1.2017.  
Date

**EXHIBIT A: LEASE AGREEMENT**



## **EQUIPMENT AGREEMENT**

**THIS EQUIPMENT AGREEMENT** (hereinafter "Agreement"), is made as of the 1<sup>st</sup> day of January, 2017, by and between **Amherst County**, a political subdivision of the Commonwealth of Virginia (hereinafter "County"), party of the first part; and the **Amherst County Chamber of Commerce**, a Virginia nonprofit nonstock corporation (hereinafter "Chamber"), party of the second part.

### **WITNESSETH:**

**WHEREAS**, County owns the real property located at 328 Richmond Highway, designated as Tax Map Parcel 96A7-5-A, on which is situated a renovated historic Train Depot ("Depot"); and

**WHEREAS**, County has entered into a lease with Chamber for its occupancy of certain space in the Depot ("Lease"), a copy of which is attached as **Exhibit A**, and has entered into an agreement with Chamber for its provision of tourism services and operation of the County's Visitor Center ("Tourism and Visitor Center Services Agreement"), a copy of which is attached as **Exhibit B**; and

**WHEREAS**, County is intending to allocate funding to the Chamber to support their purchase of certain computer equipment ("Equipment") for use by the Chamber; and

**WHEREAS**, County wishes to protect its investment in, and ensure proper use of, the Equipment by entering into this Agreement with Chamber.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the parties herein, and other good and valuable consideration, County and the Chamber do hereby agree as follows:

1. **Funding.** Chamber shall present appropriation requests, which shall support the purchase of computer Equipment. Funding shall be used, if granted, to support the initial purchase of the Equipment, and shall not be expended on any maintenance or repair costs, or any purchases of software subsequent to the initial purchase of the Equipment.

2. **Term.** The term of Agreement shall be commensurate with the term of the Lease, except that it may be terminated as provided in paragraph 10 of Agreement.

3. **Equipment.** Chamber shall purchase the Equipment, and shall provide a list of the Equipment to the County upon Chamber's receipt and acceptance of the Equipment. County shall at all times retain ownership of the Equipment. Upon termination of this Agreement, if not earlier as per paragraph 9 of Agreement, Chamber shall reimburse County for any missing or damaged Equipment in amounts as determined by the County, and shall leave all other Equipment in the Depot for the County's subsequent disposition of the same.

4. **Installation.** Chamber shall contract for installation of all Equipment. Chamber shall not hire any contractor to install the Equipment, until said contractor has been approved by the County. Except as authorized by the County in writing, Chamber shall make no changes to the Depot's IT infrastructure, which includes but may not be limited to the server rack, cabling, and network cabinet. No Equipment other than laptops and projectors needed for business purposes outside of the Depot may be taken from the Depot except with the County's written authorization.

5. **Use.** The Chamber may use the Equipment in the performance of Chamber business. Only Chamber employees and volunteers may use the Equipment, except that the general public may use Equipment designated for public access. Chamber employees and volunteers shall not make any personal

use of the Equipment, shall not use the Equipment for any illegal purpose, and shall not make any use of the Equipment that would not be permissible on other County Equipment. This includes but is not limited to engaging in shopping, viewing sports, viewing movies or other videos unrelated to Chamber business, or engaging in non-business use of social media. Any questions regarding appropriate use shall be directed to the County in writing.

6. Software. Chamber shall be responsible for purchasing all software to be installed on the Equipment. Such software shall be licensed appropriately, and all Equipment shall be protected by reputable anti-virus protection, updated as necessary to ensure continuing protection. Chamber shall provide County a list of all software installed on the Equipment, along with license registrations.

7. Maintenance. Chamber shall maintain the Equipment, and shall resolve any breakdown or malfunction of the Equipment, at its own expense. Chamber understands that County staff are not available to assist with any issue connected to the Equipment, and that County monies other than Funding as specified herein are not to be expended on the Equipment. Chamber agrees it will not contact County staff for assistance with the Equipment, and Chamber agrees it will not use County monies to support the cost of maintaining or repairing the Equipment.

8. Indemnification. Chamber shall indemnify and hold harmless Amherst County and its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Chamber or its agent's actions or omissions connected to the installation, use, or maintenance of the Equipment, including, without limitation, fines and penalties, violations of federal, state, or local laws, or regulations promulgated thereunder, or any personal injury, wrongful death, or property damage claims of any type.

9. Damage and Destruction of Equipment. If, during the term of this Agreement, all, or any single item, of the Equipment is damaged or destroyed by fire or other casualty, Chamber shall reimburse County for the damaged or destroyed Equipment and the County is not obligated to replace or repair the Equipment.

10. Termination of Agreement. If the County finds that the Chamber has breached any of the terms of this Agreement, the County may deem the Chamber to be in default of the Agreement. Upon its supplying the Chamber with written notice of such default, the County may terminate the Agreement. The County also may terminate this Agreement upon termination of the Lease or termination of the Tourism and Visitor Center Services Agreement.

11. Notice. All notices required to be given hereunder shall be delivered by hand or certified mail to:

If to County:	Dean C. Rodgers Amherst County Administrator PO Box 390 Amherst, VA 24521
If to Chamber:	Chad A. Mooney, Esquire Registered Agent Petty, Livingston, Dawson, & Richards, PC

PO Box 1080  
Lynchburg, VA 24505

12. By virtue of entering into this Agreement Chamber submits itself to a court of competent jurisdiction in the County of Amherst, Virginia, and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such a court according to the laws of the Commonwealth of Virginia.

13. No payment, final or otherwise, nor partial or entire use or acceptance of Chamber work by the County shall relieve Chamber of any responsibility for any errors or omissions in connection with the Equipment, or operate to release Chamber from any obligation under the Agreement.

14. Chamber shall be fully responsible to the County for all acts and omissions of all succeeding tiers of subcontractors and agents which affect the Equipment just as Chamber is responsible for its own acts and omissions.

15. Chamber shall comply in its use of the Equipment with all applicable federal, state, and local laws, codes and regulations currently in force or subsequently adopted, including terms and provisions of Amherst County Code.

16. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

17. This Agreement represents the complete understanding of the parties, and there are no agreements, representations or warranties, except as contained herein. This Agreement may not be amended except in writing, signed by both parties.

18. In the event that any provision of this Agreement is adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, THE PARTIES HEREBY BIND THEMSELVES TO THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY: Board of Supervisors of Amherst County, Virginia

By: [Signature]  
Claudia D. Tucker, Chair, Amherst County Board of Supervisors

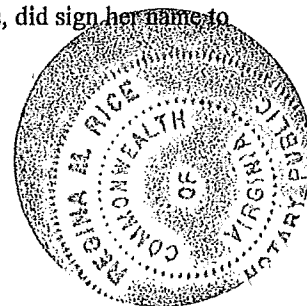
STATE OF VIRGINIA,  
COUNTY OF AMHERST, to-wit:

I, Regina M. Rice, a notary public in and for the aforesaid State and County, do hereby certify that Claudia D. Tucker, Chair, Amherst County Board of Supervisors, did sign her name to the foregoing Agreement before me the 21<sup>st</sup> day of February, 2017.

Notary Public: Regina M. Rice

Notary Registration Number: 205267

My Commission Expires: November 30, 2018



CHAMBER: Chamber of Commerce of Amherst County

By: [Signature]  
President, Amherst County Chamber of Commerce

STATE OF VIRGINIA,  
COUNTY OF Amherst, to-wit:

I, Donna P. Bennett, a notary public in and for the aforesaid State and County, do hereby certify that Patrick R. Dreher did sign his name to the foregoing Agreement before me the 14<sup>th</sup> day of February, 2017.

Notary Public: Donna P. Bennett

Notary Registration Number: 7086744

My Commission Expires: 12/31/2021



Approved as to form: [Signature]  
Ellen Bowyer  
Amherst County Attorney

3.1.2017  
Date



Amherst County Board of Supervisors  
County Resolution No. 2017-0006-R

For consideration on February 21, 2017

**A RESOLUTION, NO. 2017-0006-R**

A resolution, expressing the willingness of Amherst County to accept the conveyance of an interest in real property, specifically a linear strip of land (2.169 acres), from the Blue Ridge Regional Jail Authority.

---

Approved as to form by the County Attorney

---

**BE IT RESOLVED BY THE AMHERST COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF AMHERST, VIRGINIA:**

**I. That the Board of Supervisors of Amherst County hereby expresses its willingness to accept the conveyance of an interest in real property, specifically a linear strip of land (2.169 acres), from the Blue Ridge Regional Jail Authority, as follows:**

**WHEREAS**, the Blue Ridge Regional Jail Authority ("BRRJA") holds title to certain land lying along the Route 210 connector on which is sited the Blue Ridge Regional Jail; and

**WHEREAS**, BRRJA may wish to transfer 2.169 acres of that land, as depicted on the Plat dated October 10, 2016, Commission number 16068 ("Plat"), which Plat is attached hereto as Exhibit A; and

**WHEREAS**, the Amherst County Board of Supervisors ("Board") is desirous of supporting improved access by the Lee Family, LLC to certain property owned by the Lee Family, LLC which adjoins property owned by Amherst County; and

**WHEREAS**, transfer of property as depicted on the Plat, from the BRRJA to the County will allow the County to in turn facilitate the Lee Family, LLC's access to their property by affording them an easement over the newly-owned County property; and

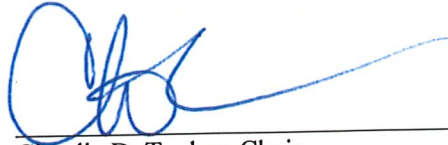
**WHEREAS**, the Amherst County Attorney will review the deed and ensure it is in proper form for acceptance by the County.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMHERST, VIRGINIA:**

That the Board does hereby express its willingness to consent to and approve of the conveyance of the interest in real property as depicted on the Plat attached hereto as Exhibit A from the Blue Ridge Regional Jail Authority, and Claudia D. Tucker, in her capacity as Chair of the Board, on behalf of the Board, is hereby authorized and directed to execute and deliver the deed once it has been put in proper form by the Amherst County Attorney.

II. That this resolution shall be in force and effect upon adoption.

Adopted this 21<sup>st</sup> day of February, 2017.



Claudia D. Tucker, Chair  
Amherst County Board of Supervisors

ATTEST:



Dean C. Rodgers, Clerk  
Amherst County Board of Supervisors

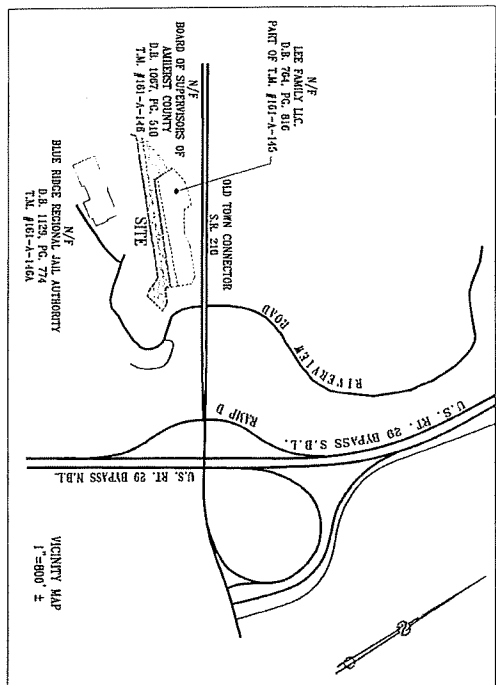
Ayes 5

Nays 0

Abstentions 0

**ADOPTED**

2 / 21 / 17



- NOTES:
1. THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE REPORT AND DOES NOT, THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES UPON THE PROPERTY.
  2. THIS PROPERTY IS IN FLOOD ZONE "X" AS SCALED FROM F.E.M.A. MAP # 51000C415B, EFFECTIVE DATE SEPTEMBER 19, 2007.
  3. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY DONE PER DATE OF THIS PLAT AND THERE ARE NO VISIBLE ENCUMBRANCES OR EMBODIMENTS EXCEPT AS SHOWN HEREON.
  4. NO SUBSURFACE INVESTIGATIONS HAVE BEEN PERFORMED AND THE SURVEYOR DISCLAIMS RESPONSIBILITY FOR THE EXISTENCE OR NON-EXISTENCE OF ANY AND ALL UNDERGROUND UTILITIES, SEWER SYSTEMS, OR THIS SURVEYOR, THIS PLAT DOES NOT ADDRESS THE EXISTENCE OF THE AFOREMENTIONED IN OR AROUND THE BOUNDARIES OF THIS PROPERTY.
  5. THIS PROPERTY IS NOT IN A PRIMARY OR SECONDARY WATERSHED.
  6. THIS PROPERTY WILL BE SERVED BY PUBLIC WATER AND PRIVATE SEWER SYSTEMS.
  7. THE VIRGINIA DEPARTMENT OF HEALTH ADVISES THAT SEPTIC TANKS BE PUMPED EVERY 3 TO 5 YEARS TO MAXIMIZE THE LIFE OF THE ON-SITE WASTEWATER SYSTEM AREA.
  8. NO SUBSURFACE INVESTIGATIONS HAVE BEEN PERFORMED AND THE SURVEYOR DISCLAIMS RESPONSIBILITY FOR THE EXISTENCE OR NON-EXISTENCE OF ANY AND ALL UNDERGROUND UTILITIES, SEWER SYSTEMS, OR THIS SURVEYOR, THIS PLAT DOES NOT ADDRESS THE EXISTENCE OF THE AFOREMENTIONED IN OR AROUND THE BOUNDARIES OF THIS PROPERTY.
  9. T.M. #101-1-146 AND 146A ARE ZONED P-1 (PUBLIC LANDS DISTRICT). THERE ARE NO SETBACK REQUIREMENTS FOR THE PUBLIC LAND DISTRICT.

- LIST OF REFERENCES:
- 1) P.B. A. PG. 48 - PLAT BY C.C. MASSIE S.A.C. DATED OCTOBER, 1916.
  - 2) D.B. 77, PG. 409 - PLAT BY C.C. & L.B. MASSIE, SURVEYORS DATED OCTOBER, 1917.
  - 3) D.B. SS. PG. 71 - PLAT BY E.M. WISE, SURVEYOR DATED JULY, 1885.
  - 4) P.B. A. PG. 314 - PLAT BY DENOTT & MACGRODER DATED FEB. 23, 1883.
  - 5) P.B. E. PG. 40 - PLAT BY ADRIAN OVERSTREET S.C.S. DATED OCTOBER 29, 1965.
  - 6) P.C. 1, SLIDE 173 - PLAT BY L.A. MICHAEL NICHOLS DATED APRIL 10, 2007.
  - 7) D.B. 1154, PG. 155/157 - APPLICANT POWER COMPANY 'S' UTILITY EASEMENT.
  - 8) P.B. C. PG. 12 - PLAT BY ADRIAN OVERSTREET S.C.S. DATED APRIL 10, 1964.



SHEET 1 OF 2

SUBJECT: BOARD OF SUPERVISORS OF AMHERST COUNTY D.B. 1067, PG. 510  
BLUE RIDGE REGIONAL JAIL AUTHORITY D.B. 1129, PG. 774

JAMES C. MAY AND ASSOCIATES, P.C.  
ENGINEERS-SURVEYORS-PLANNERS  
P.O. BOX 718, LYNCHBURG, VA. 24501  
434-529-1065 (FAX 434-546-5412)

PLAT SHOWING RECONSTRUCTION OF LANDS STANDING IN THE NAMES OF  
BOARD OF SUPERVISORS OF AMHERST COUNTY, AND  
D.B. 1067, PG. 510 AND D.B. 1129, PG. 774, RESPECTIVELY  
WITH APURTENANT EASEMENTS

MADISON MAG. DIST. AMHERST CO. VIRGINIA

SEE ABOVE

SCALE: 1"=100' DATE: 06/02/2016 COMM. NO.: 16058 F.B. REF.: PAC  
FOR: SEE ABOVE TAX ID.: 161-A-146 & 146A

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
VOTER REPRESENTATIVE: \_\_\_\_\_  
THE SIGNATURE OF VOTER'S REPRESENTATIVE IS AN ACKNOWLEDGMENT OF THE  
SUBDIVISION OF LAND AND IS NOT AN ENDORSEMENT OF THE ACCURACY OF  
THE SURVEY.

APPROVED: \_\_\_\_\_  
AMHERST COUNTY SUBDIVISION AGENT DATE \_\_\_\_\_  
AMHERST COUNTY SERVICE AUTHORITY DATE \_\_\_\_\_

DATE: \_\_\_\_\_ BY: \_\_\_\_\_ BLUE RIDGE REGIONAL JAIL OFFICIAL  
STATE OF VIRGINIA TO WIT:  
CITY/COUNTY OF \_\_\_\_\_ A NOTARY PUBLIC IN  
AND FOR THE CITY/COUNTY AND STATE AFORESAID,  
DO HEREBY CERTIFY THAT THE NAMES SIGNED TO  
THE FOREGOING CONSENT STATEMENT WERE ACKNOWLEDGED  
BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED  
LAND (SEE TITLE BLOCK) IS WITH THE FREE CONSENT AND IN  
ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS,  
PROPRIETORS, AND TRUSTEES, IF ANY.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_ AMHERST COUNTY OFFICIAL  
STATE OF VIRGINIA TO WIT:  
CITY/COUNTY OF \_\_\_\_\_ A NOTARY PUBLIC IN  
AND FOR THE CITY/COUNTY AND STATE AFORESAID,  
DO HEREBY CERTIFY THAT THE NAMES SIGNED TO  
THE FOREGOING CONSENT STATEMENT WERE ACKNOWLEDGED  
BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC







Amherst County Board of Supervisors  
County Resolution No. 2017-0005-R

For consideration on February 21, 2017

**A RESOLUTION, NO. 2017-0005-R**

A resolution, confirming that the Willow Branch Apartments in Madison Heights, Virginia, are located in a revitalization area.

\_\_\_\_\_  
Approved as to form by the County Attorney

**BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMHERST, VIRGINIA:**

**I. That the Board of Supervisors of Amherst County hereby confirms that the Willow Branch Apartments in Madison Heights, Virginia, are located in a revitalization area, as follows:**

**WHEREAS**, the above-referenced development is located in a revitalization area in Amherst County, Virginia; and

**WHEREAS**, the revitalization area contains properties that are blighted and, if not rehabilitated, are likely to deteriorate because the buildings, improvements or other facilities on such properties are subject to one or more of the following conditions: dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality, or condition; and

**WHEREAS**, the County does not expect that private enterprise and investment alone, without assistance, can produce the construction or rehabilitation of decent, safe, and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the revitalization area; and


**WHEREAS**, such construction or rehabilitation will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMHERST, VIRGINIA:**

That the Board of Supervisors of Amherst County hereby confirms that the Willow Branch Apartments located in Madison Heights, are located in a revitalization area such that the Virginia Housing Development Authority can provide financing in accordance with Chapter 1.2 of Title 36 of the Code of Virginia.

**II. That this resolution shall be in force and effect upon adoption.**

Adopted this 21<sup>st</sup> day of February, 2017.



Claudia D. Tucker, Chair  
Amherst County Board of Supervisors

**ATTEST:**



Dean C. Rodgers, Clerk  
Amherst County Board of Supervisors

Ayes 5

Nays 0

Abstentions 0

**ADOPTED**

2 / 21 / 17



Amherst County Board of Supervisors  
County Resolution No. 2017-0007-R

For consideration on February 21, 2017

**A RESOLUTION, NO. 2017-0007-R**

A resolution, accepting the conveyance of an interest in real property, specifically a right-of-way fifty (50) feet in width, from the Virginia Public Building Authority and the Virginia Department of Behavioral Health and Development Services.

---

Approved as to form by the County Attorney

---

**BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMHERST, VIRGINIA:**

**I. That the Board of Supervisors of Amherst County hereby accepts the conveyance of an interest in real property, specifically a right-of-way fifty (50) feet in width, from the Virginia Public Building Authority and the Virginia Department of Behavioral Health and Development Services ("Grantors"), as follows:**

**WHEREAS**, by Special Warranty Deed from the Commonwealth of Virginia ("Commonwealth"), acting by and through Department of Behavioral Health and Development Services ("DBHDS"), to Virginia Public Building Authority ("VPBA"), dated October 15, 1994, and recorded in the Clerk's Office of the Circuit Court of Amherst, Virginia ("Clerk's Office"), in Deed Book 687, at Page 371 ("1994 Special Warranty Deed"), the Commonwealth conveyed to the VPBA certain real property ("Property"), more fully described in the 1994 Special Warranty Deed, as security for the VPBA's Series 1994 A Bond Issuance; and

**WHEREAS**, by Easement Agreement dated February 13, 2001, and recorded in Deed Book 834, page 074 in the Clerk's Office, DBHDS conveyed to the County the right, privilege, and easement of right-of-way, fifty (50) feet in width, over, upon, and across the Property ("Original Easement") as shown on that plat entitled "EASEMENT SURVEY FOR AMHERST COUNTY" prepared by Blue Ridge Surveyors Incorporated, dated January 16, 2001, and recorded in the Clerk's Office with the Original Easement in Plat Cabinet 2, slide 2-353C ("Easement Plat"), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the Amherst County Board of Supervisors ("Board") has asked that VPBA convey to Amherst County a permanent easement of right-of-way in the location of the Original Easement; and

**WHEREAS**, VPBA has agreed to make the requested conveyance, subject to the terms and conditions contained in the Deed of Easement and Quitclaim of Existing Easement ("Deed"), a copy of which is attached hereto as Exhibit B, and in further consideration of Amherst County's quitclaim and release of any and all rights and title the County has to the land under the Original Easement; and

**WHEREAS**, the Amherst County Attorney has approved the form of the Deed; and



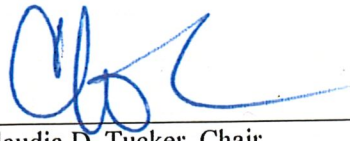
WHEREAS, the Board wishes to accept the conveyance.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMHERST, VIRGINIA:**

That the Board does hereby consent to and approve of the conveyance of the interest in real property from the Grantors subject to the terms of the Deed, and Claudia D. Tucker, in her capacity as Chair of the Board, is hereby authorized and directed to execute and deliver the Deed on behalf of the Board.

**II. That this resolution shall be in force and effect upon adoption.**

Adopted this 21<sup>st</sup> day of February, 2017.



Claudia D. Tucker, Chair  
Amherst County Board of Supervisors

**ATTEST:**



Dean C. Rodgers, Clerk  
Amherst County Board of Supervisors

Ayes 5

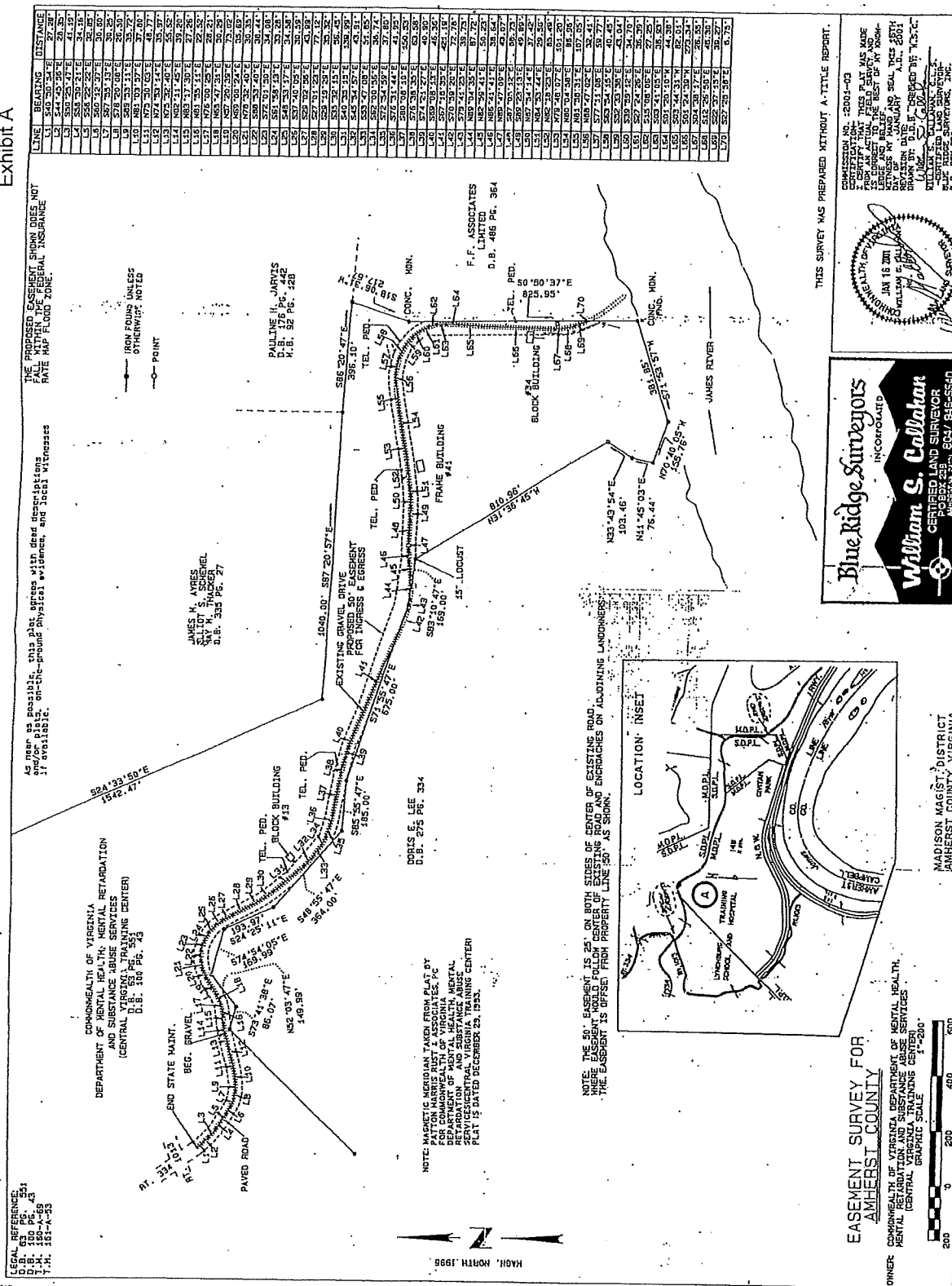
Nays 0

Abstentions 0

**ADOPTED**

2 / 21 / 17

Exhibit A



*This Deed is exempt from (i) recordation taxes pursuant to § 58.1-811(A)(3) and § 58.1-811(C)(4) of the Code of Virginia (1950), as amended, and (ii) the payment of Clerk's fees pursuant to § 17.1-266 and § 17.1-279(E) of the Code of Virginia (1950), as amended.*

Tax Parcel Nos. 160-A-69 and 161-A-53

Consideration: \$1.00

Actual Value: \$1.00

Prepared by: Office of the Attorney General

### **DEED OF EASEMENT AND QUITCLAIM OF EXISTING EASEMENT**

This DEED OF EASEMENT AND QUITCLAIM OF EXISTING EASEMENT (this "Deed of Easement") is dated the 21<sup>st</sup> day of February, 2017, by and between the **VIRGINIA PUBLIC BUILDING AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("VPBA") hereinafter called "Grantor", and the **BOARD OF SUPERVISORS OF COUNTY OF AMHERST**, a political subdivision of the Commonwealth of Virginia (the "County"), and **AMHERST COUNTY SERVICE AUTHORITY**, a public body politic and corporate and a political subdivision of the Commonwealth of Virginia (the "Authority"), hereinafter each called "Grantee", and collectively, called "Grantees". For indexing purposes, "Grantor" shall also include the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES** ("DBHDS", formerly known as the "Commonwealth of Virginia, Department of Mental Health, Mental Retardation and Substance Abuse Services").

### **WITNESSETH**

WHEREAS, by Special Warranty Deed from the Commonwealth of Virginia (the "Commonwealth"), acting by and through DBHDS, to VPBA, dated October 15, 1994, and recorded in the Clerk's Office of the Circuit Court of the County of Amherst, Virginia (the "Clerk's Office"), in Deed Book 687, at Page 371 (the "1994 Special Warranty Deed"), the Commonwealth conveyed to VPBA certain real property (the "Property"), more fully described in the 1994 Special Warranty Deed, as security for the VPBA's Series 1994 A Bond Issuance;

WHEREAS, by Easement Agreement dated February 13, 2001, and recorded in Deed Book 834, page 074 in the Clerk's Office, DBHDS conveyed to the County the right, privilege, and easement of right-of-way, fifty (50) feet in width, over, upon, and across the Property (the "Original Easement") as shown on that plat entitled "EASEMENT SURVEY FOR AMHERST COUNTY" prepared by Blue Ridge Surveyors Incorporated, dated January 16, 2001, and recorded in the Clerk's Office with the Original Easement in Plat Cabinet 2, slide 2-353C (the "Easement Plat");

WHEREAS, Grantees desire that Grantor grant, and Grantor agrees to grant to Grantees a permanent easement of right-of-way in the location of the Original Easement subject to the terms and conditions contained herein and in further consideration of the County's quitclaim and release of any and all rights and title the County has to the land under the Original Easement.

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with § 2.2-2263(A)(4) of the Code of Virginia (1950), as amended (the "Code of Virginia"), and Chapter 572 of the 2000 Acts of Assembly, Grantor grants unto Grantees, their employees, agents, contractors, and successors and permitted assigns, a perpetual, non-exclusive, right-of-way and easement fifty (50) feet in width upon and across the Property for vehicular and pedestrian ingress and egress to and from (i) that certain easement area one hundred (100) feet in width as shown on that plat entitled "EASEMENT

SURVEY FOR AMHERST COUNTY” prepared by Blue Ridge Surveyors Incorporated, dated January 16, 2001, and recorded in the Clerk’s Office in Plat Cabinet 2, slide 2-353H; and (ii) that certain real estate conveyed to the Authority by quitclaim deed dated February \_\_\_, 2017, and recorded February \_\_\_, 2017, in the Clerk’s Office in Deed Book \_\_\_, page \_\_\_ (the “Easement”), with the area subject to the Easement (the “Easement Area”) shown and designated as “PROPOSED 50’ EASEMENT FOR INGRESS & EGRESS” on the Easement Plat. This grant of Easement includes the following rights of Grantees within the Easement Area: (A) constructing, installing, operating, maintaining, and repairing a roadway, and (B) laying, storing, and positioning construction equipment and materials, and all accessories and appurtenances necessary in connection therewith (the “Facilities”).

THIS DEED FURTHER WITNESSETH, that in further consideration of the grant of the Easement from Grantor to Grantees, the County hereby surrenders, quitclaims, releases, grants, and conveys unto Grantor, its successors and assigns, any and all right, title, and interest the County may possess in and to the Original Easement and the land under the Original Easement.

A. The Easement is subject to all existing easements, rights-of-way, covenants, encumbrances, and restrictions of record, and is further subject to the following conditions:

1. Nothing contained herein shall be construed as dedicating for public use any portion of the Property. No easements except those expressly set forth herein shall be implied by this Deed of Easement.
2. Grantees may lay, erect, construct, install, use, operate, inspect, maintain, repair, replace, rebuild, remove, improve, and make such other changes, alterations, additions to or extensions of the Facilities within the Easement Area as are consistent with the purposes expressed herein. All Facilities and activity occurring within the Easement Area shall comply with all applicable laws, ordinances, codes and regulations. The Facilities constructed or placed within the Easement Area shall remain the property of the Grantees.
3. Grantees shall have the right of ingress to and egress from the Easement Area over the lands of Grantor as may be necessary to exercise Grantees’ rights herein; provided, however, Grantees shall, to the greatest extent possible, confine their ingress and egress to the Easement Area. Upon completion of any activity by Grantees upon the Easement Area, Grantees shall restore the lands of Grantor and the Easement Area as nearly to their original condition as practicable, including, but not limited to, backfilling of trenches, repaving, reseeding, or resodding of lands, replacement of Grantor’s property, removal of trash and debris, and removal of any of Grantees’ equipment, accessories or appurtenances not consistent with the construction, maintenance or operation of the Facilities or the exercise of any right expressed herein. Grantees shall maintain the Facilities in such repair as not to endanger or otherwise limit the enjoyment or use of Grantor’s lands and adjacent lands.
4. Grantees shall have the right to trim, cut and remove trees, shrubbery or other natural obstructions on, under or over the Easement Area which interfere with or threaten the efficient and safe operation, construction or maintenance of the Facilities. All trees cut by Grantees shall remain the property of Grantor. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of the Easement Area shall be removed from the lands of Grantor and disposed of by Grantees.

5. Grantees shall exercise any right expressed herein in such manner as shall not occasion injury, damage, or inconvenience to Grantor and as otherwise shall minimize any adverse impact or disturbance to Grantor's lands and property, including any conservation and natural heritage values thereof. Any activity or omission by Grantees, their employees, agents, or contractors that results in injury, damage or adverse impact or disturbance, in Grantor's sole judgment, to Grantor's lands and property, including any conservation and natural heritage values thereof, shall be remedied under prescriptions prepared as directed by Grantor. Grantees shall at Grantor's election pay for or repair any injury, damage or adverse impact or disturbance to any of Grantor's land and property, including any conservation and natural heritage values thereof, caused by any of Grantees, their employees, agents, or contractors. Grantees shall notify Grantor immediately of any such injury, damage, or adverse impact or disturbance and shall make said payment or repair within thirty (30) days after such election by Grantor; provided, however, that if such injury, damage or adverse impact or disturbance results in an on-going hazardous condition or a material loss of use of Grantor's lands or property (such as, by way of illustration and not by limitation, a disruption of any utilities or loss of access to Grantor's lands or property) then Grantees shall immediately remedy the hazardous condition or material loss of use.
6. Grantor may use the Easement Area for any purpose not inconsistent with the rights hereby granted in this Deed of Easement, provided such use does not interfere with the safe and efficient construction, operation, or maintenance of the Facilities, and further provided that such use is not inconsistent with any laws, ordinances, codes, or regulations pertaining to the construction, operation, or maintenance of the Facilities and to which Grantor is subject.
7. Grantees covenant and agree to jointly and severally defend and hold Grantor, its employees and agents, harmless from and against any claims of injury to any persons or property and from and against any other liability of any nature whatsoever to the full extent authorized by Virginia law resulting from the laying, erecting, constructing, installing, using, operating, inspecting, maintaining, repairing, replacing, rebuilding, removing, improving, changing, altering, adding to or extending the Facilities or connecting to other utility facilities on or adjacent to the Easement Area, or in any way arising out of any of Grantees', their employees', agents' or contractors' exercise of any rights herein granted.
8. No person or entity, whether the Grantees, their employees, agents or contractors, including, but not limited to, any general contractor, subcontractor or maintenance contractor, shall commence any activity upon the lands of Grantor unless and until such person or entity has obtained such insurance coverage as may be required from time to time by the Commonwealth of Virginia, Department of General Services pursuant to its guidelines adopted in respect to Code of Virginia § 2.2-1151, as such section may be amended or its successor provisions.
9. If Grantees at any time discontinue use of all or any portion of the Easement Area for a period of one (1) year, all of Grantees' rights and interest in the Easement Area or portion thereof shall immediately terminate and revert to Grantor, its successors and assigns, and Grantees shall at their expense remove the Facilities and restore Grantor's lands and property as nearly to its original condition as practicable and, on written request by Grantor, Grantees shall quitclaim and release the Easement Area, or portion thereof, to Grantor.



10. Grantees shall provide as-built drawings to Grantor showing the location of the Facilities, which as-built drawings shall be in form and substance as directed by and satisfactory to Grantor.
11. Notwithstanding any other provision of this Deed of Easement, neither of the Grantees may itself, nor by sublease, license, or other grant of permission to any third party, utilize the Easement Area for the installation of any equipment or property for purposes other than set forth herein. Neither the Easement nor Grantees' rights hereunder are delegable, transferrable or assignable, and any delegation, transfer, or assignment of the Easement or any portion thereof or Grantees' rights or obligations hereunder without the prior written consent of Grantor shall be null and void and of no effect; provided, however, Grantees' rights hereunder may be assigned without Grantor's approval in accordance with an order of the State Corporation Commission to any municipal utility, utility cooperative or other utility authorized to provide utility service within the Commonwealth.
12. If Grantor at any time deems it necessary or advisable to relocate for Grantor's convenience any of the Facilities, Grantor shall relocate, at the sole cost of Grantor, such Facilities to a place acceptable to Grantor, provided Grantor, for no additional consideration, shall grant unto Grantees such replacement easement as may be necessary to effect such relocation, subject to the same rights, privileges and conditions, as herein set forth. Upon relocation of any of the Facilities from any portion of the Easement Area, the Easement for or over such portion of the Easement Area shall automatically terminate, and all rights, title and interest therein shall revert to Grantor.

B. The parties hereto acknowledge and agree that notwithstanding anything contained in this Deed of Easement to the contrary, so long as the Commonwealth is a party hereto, the following provisions shall control over any conflicting provisions hereof:

1. With respect to tort liability for acts or occurrences with respect to this Deed of Easement, including product liability, the Commonwealth is either constitutionally immune (or partially immune) from suit, judgment or liability, insured, or covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
2. No equitable, quasi-contractual, or injunctive remedies, other than those specifically authorized by law, may be used or are effective against the Commonwealth.
3. No liens may be placed against, or shall attach to, any property owned by the Commonwealth.
4. This Deed of Easement shall be governed by, and construed according to, the laws of the Commonwealth, and any legal action against the Commonwealth shall be instituted and maintained only in the state courts of the Commonwealth.
5. No provision, covenant, or agreement contained in this Deed of Easement shall be deemed, in any manner, to be a waiver of the sovereign immunity of the Commonwealth, or any of its boards, agencies, or other political subdivisions, from tort or other liability.

Nothing contained herein shall be deemed to convey any rights to the Grantees in the property of any adjacent landowner which may be required to enjoy access to the property of the Grantees. All obligations of the Grantees herein shall be joint and several. The foregoing Easement shall be perpetual in nature and shall run with the land.

The Authority represents and warrants that it is duly authorized with all requisite power and all governmental authorizations to enter into this Deed of Easement and that the person executing this Deed of Easement on behalf of the Authority is authorized to do so. Further, in compliance with the provisions of § 15.2-1803 of the Code of Virginia, this Deed of Easement has been accepted by the County pursuant to a resolution of the Board of Supervisors of Amherst County duly adopted at a meeting of said Board held on the 7<sup>th</sup> day of February, 2017. Further, acceptance of this Deed of Easement is evidenced below by the execution of this Deed of Easement on behalf of the County by the undersigned duly authorized official of the County.

[Signature Page to Follow]  
[Remainder of the Page Intentionally Left Blank]

WITNESS the following signatures and seals.

Grantor: VIRGINIA PUBLIC BUILDING AUTHORITY,  
a political subdivision of the Commonwealth  
of Virginia

By: \_\_\_\_\_  
Manju Ganeriwala, Secretary/Treasurer

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND

The foregoing Deed of Easement was acknowledged before me in my jurisdiction aforesaid this \_\_\_\_\_ day of February, 2017, by Manju Ganeriwala, acting in her capacity as Secretary/Treasurer of the Virginia Public Building Authority, on behalf of the Virginia Public Building Authority.

My Commission expires: \_\_\_\_\_  
Notary Registration No. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Grantor: COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF BEHAVIORAL HEALTH  
AND DEVELOPMENTAL SERVICES

By: \_\_\_\_\_  
Dr. Jack Barber, Interim Commissioner

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

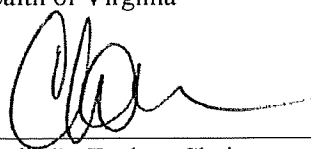
The foregoing Deed of Easement was acknowledged before me in my jurisdiction aforesaid this \_\_\_\_\_ day of February, 2017, by Dr. Jack Barber, acting in his capacity as Interim Commissioner of the Commonwealth of Virginia, Department of Behavioral Health and Developmental Services, on behalf of the agency.

My commission expires: \_\_\_\_\_  
Registration No. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Grantee: BOARD OF SUPERVISORS OF COUNTY OF  
AMHERST, a political subdivision of the  
Commonwealth of Virginia

By:

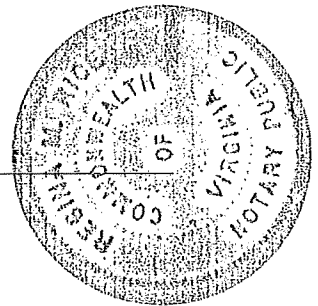
  
\_\_\_\_\_  
Claudia D. Tucker, Chair  
Amherst County Board of Supervisors

COMMONWEALTH OF VIRGINIA  
COUNTY OF AMHERST, to-wit:

The foregoing Deed of Easement was acknowledged before me in my jurisdiction aforesaid this  
21<sup>st</sup> day of February, 2017, by Claudia D. Tucker, acting in her capacity as Chair of the Board of  
Supervisors for Amherst County, on behalf of the County.

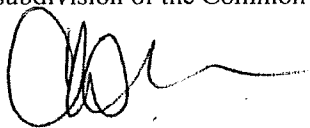
My commission expires: November 30, 2018  
Registration No. 205667

  
\_\_\_\_\_  
Regina M. Rice  
Notary Public



Grantee: AMHERST COUNTY SERVICE AUTHORITY, a  
political subdivision of the Commonwealth of Virginia

By:

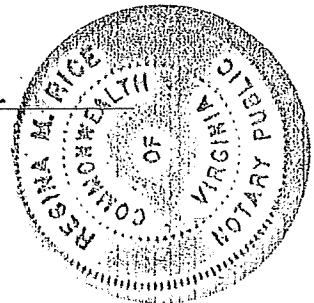
  
\_\_\_\_\_  
Claudia D. Tucker, Chair  
Amherst County Service Authority Board

COMMONWEALTH OF VIRGINIA  
COUNTY OF AMHERST, to-wit:

The foregoing Deed of Easement was acknowledged before me in my jurisdiction aforesaid this  
21<sup>st</sup> day of February, 2017, by Claudia D. Tucker, acting in her capacity as chair of the Amherst County  
Service Authority Board, on behalf of the Authority.

My commission expires: November 30, 2018  
Registration No. 205667

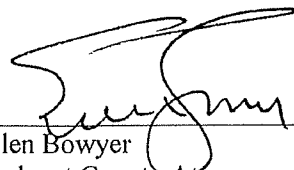
  
\_\_\_\_\_  
Regina M. Rice  
Notary Public



APPROVED AS TO FORM:  
OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_  
Catherine A. Shankles  
Assistant Attorney General

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Ellen Bowyer  
Amherst County Attorney

RECOMMEND APPROVAL:  
DEPARTMENT OF GENERAL SERVICES

By: \_\_\_\_\_  
Christopher L. Beschler, Director

APPROVED BY THE GOVERNOR:

Pursuant to Section 2.2-2263 of the Code of Virginia (1950), as amended, and by the authority vested in me to act for and on behalf of the Governor of Virginia under Executive Order 88 (01), dated December 21, 2001, I hereby approve this easement and the execution of this instrument.

\_\_\_\_\_  
Secretary of Administration

\_\_\_\_\_  
Date



Amherst County Board of Supervisors  
County Resolution No. 2017-0008-R

For consideration on February 21, 2017

**A RESOLUTION, NO. 2017-0008-R**

A resolution, accepting the conveyance of an interest in real property, specifically a right-of-way one hundred (100) feet in width, from the Virginia Public Building Authority and the Virginia Department of Behavioral Health and Development Services.

\_\_\_\_\_  
Approved as to form by the County Attorney

**BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMHERST, VIRGINIA:**

**I.** That the Board of Supervisors of Amherst County hereby accepts the conveyance of an interest in real property, specifically a right-of-way one hundred (100) feet in width, from the Virginia Public Building Authority and the Virginia Department of Behavioral Health and Development Services ("Grantors"), as follows:

**WHEREAS**, by Special Warranty Deed from the Commonwealth of Virginia ("Commonwealth"), acting by and through Department of Behavioral Health and Development Services ("DBHDS"), to Virginia Public Building Authority ("VPBA"), dated October 15, 1994, and recorded in the Clerk's Office of the Circuit Court of Amherst, Virginia ("Clerk's Office"), in Deed Book 687, at Page 371 ("1994 Special Warranty Deed"), the Commonwealth conveyed to the VPBA certain real property ("Property"), more fully described in the 1994 Special Warranty Deed, as security for the VPBA's Series 1994 A Bond Issuance; and

**WHEREAS**, by Easement Agreement dated February 13, 2001, and recorded in Deed Book 834, page 079 in the Clerk's Office, DBHDS conveyed to the County the right, privilege, and easement of right-of-way, one hundred (100) feet in width, over, upon, and across the Property ("Original Easement") as shown on that plat entitled "EASEMENT SURVEY FOR AMHERST COUNTY" prepared by Blue Ridge Surveyors Incorporated, dated January 16, 2001, and recorded in the Clerk's Office with the Original Easement in Plat Cabinet 2, slide 2-353H ("Easement Plat"), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the Amherst County Board of Supervisors ("Board") has asked that VPBA convey to Amherst County a permanent easement of right-of-way in the location of the Original Easement; and

**WHEREAS**, VPBA has agreed to make the requested conveyance, subject to the terms and conditions contained in the Deed of Easement and Quitclaim of Existing Easement ("Deed"), a copy of which is attached hereto as Exhibit B, and in further consideration of Amherst County's quitclaim and release of any and all rights and title the County has to the land under the Original Easement; and

**WHEREAS**, the Amherst County Attorney has approved the form of the Deed; and

**WHEREAS**, the Board wishes to accept the conveyance.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMHERST, VIRGINIA:**

That the Board does hereby consent to and approve of the conveyance of the interest in real property from the Grantors subject to the terms of the Deed, and Claudia D. Tucker, in her capacity as Chair of the Board, is hereby authorized and directed to execute and deliver the Deed on behalf of the Board.

Adopted this 21<sup>st</sup> day of February, 2017.

Claudia D. Tucker, Chair  
Amherst County Board of Supervisors

**ATTEST:**

Dean C. Rodgers, Clerk  
Amherst County Board of Supervisors

Ayes 5

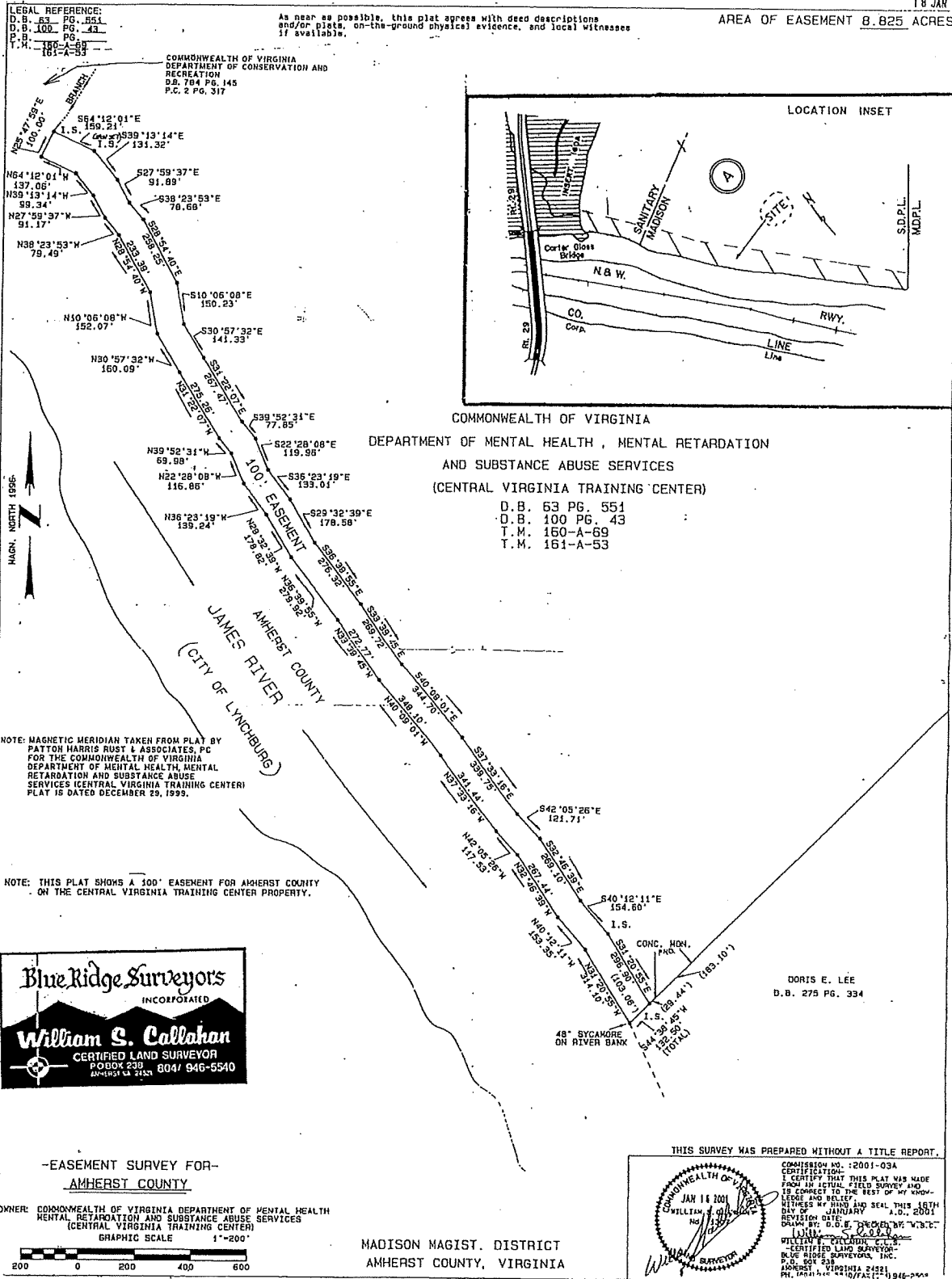
Nays 0

Abstentions 0

**ADOPTED**

2 / 21 / 17

18 JAN 2001





*This Deed is exempt from (i) recordation taxes pursuant to § 58.1-811(A)(3) and § 58.1-811(C)(4) of the Code of Virginia (1950), as amended, and (ii) the payment of Clerk's fees pursuant to § 17.1-266 of the Code of Virginia (1950), as amended.*

Tax Parcel Nos. 160-A-69 and 161-A-53

Consideration: \$1.00

Actual Value: \$1.00

Prepared by: Office of the Attorney General

### **DEED OF EASEMENT AND QUITCLAIM OF EXISTING EASEMENT**

This DEED OF EASEMENT AND QUITCLAIM OF EXISTING EASEMENT (this "Deed of Easement") is dated the 21<sup>st</sup> day of February, 2017, by and between the **VIRGINIA PUBLIC BUILDING AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("VPBA"), hereinafter called "Grantor" and the **BOARD OF SUPERVISORS OF COUNTY OF AMHERST**, a political subdivision of the Commonwealth of Virginia (the "County"), hereinafter called "Grantee". For indexing purposes, "Grantor" shall also include the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES** ("DBHDS", formerly known as the "Commonwealth of Virginia, Department of Mental Health, Mental Retardation and Substance Abuse Services").

### **WITNESSETH**

WHEREAS, by Special Warranty Deed from the Commonwealth of Virginia (the "Commonwealth"), acting by and through DBHDS, to VPBA, dated October 15, 1994, and recorded in the Clerk's Office of the Circuit Court of the County of Amherst, Virginia (the "Clerk's Office"), in Deed Book 687, at Page 371 (the "1994 Special Warranty Deed"), the Commonwealth conveyed to VPBA certain real property (the "Property"), more fully described in the 1994 Special Warranty Deed, as security for the VPBA's Series 1994 A Bond Issuance;

WHEREAS, by Easement Agreement dated February 13, 2001, and recorded in Deed Book 834, page 079 in the Clerk's Office, DBHDS conveyed to the County the right, privilege, and easement of right-of-way, one hundred (100) feet in width, over, upon, and across the Property (the "Original Easement") as shown on that plat entitled "EASEMENT SURVEY FOR AMHERST COUNTY" prepared by Blue Ridge Surveyors Incorporated, dated January 16, 2001, and recorded in the Clerk's Office with the Original Easement in Plat Cabinet 2, slide 2-353H (the "Easement Plat");

WHEREAS, Grantee desires that Grantor grant, and Grantor agrees to grant to Grantee a permanent easement of right-of-way in the location of the Original Easement subject to the terms and conditions contained herein and in further consideration of the County's quitclaim and release of any and all rights and title the County has to the land under the Original Easement.

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with § 2.2-2263(A)(4) of the Code of Virginia (1950), as amended (the "Code of Virginia"), and Chapter 572 of the 2000 Acts of Assembly, Grantor grants unto Grantee, its successors and permitted assigns, a perpetual, non-exclusive, right-of-way and easement one hundred (100) feet in width (the "Easement") to lay, erect, construct, install, operate, maintain and repair a recreational trail and all equipment, accessories, and appurtenances necessary in connection therewith (the "Facilities") for hiking, bicycling, and other uses compatible with the trail structure and composition upon and across the Property, with the area subject to the Easement (the "Easement Area") shown and designated as "100' EASEMENT" on the

Easement Plat.

THIS DEED FURTHER WITNESSETH, that in further consideration of the grant of the Easement from Grantor to Grantee, the County hereby surrenders, quitclaims, releases, grants, and conveys unto Grantor, its successors and assigns, any and all right, title, and interest the County may possess in and to the Original Easement and the land under the Original Easement.

A. The Easement is subject to all existing easements, rights-of-way, covenants, encumbrances, and restrictions of record, and is further subject to the following conditions:

1. Nothing contained herein shall be construed as dedicating for public use any portion of the Property. No easements except those expressly set forth herein shall be implied by this Deed of Easement.
2. Grantee may lay, erect, construct, install, use, operate, inspect, maintain, repair, replace, rebuild, remove, improve, and make such other changes, alterations, additions to or extensions of the Facilities within the Easement Area as are consistent with the purposes expressed herein. All Facilities and activity occurring within the Easement Area shall comply with all applicable laws, ordinances, codes, and regulations. The Facilities constructed or placed within the Easement Area shall remain the property of the Grantee.
3. Grantee shall have the right of ingress to and egress from the Easement Area over the lands of Grantor as may be necessary to exercise Grantee's rights herein; provided, however, Grantee shall, to the greatest extent possible, confine their ingress and egress to the Easement Area. Upon completion of any activity by Grantee upon the Easement Area, Grantee shall restore the lands of Grantor and the Easement Area as nearly to their original condition as practicable, including, but not limited to, backfilling of trenches, repaving, reseeding or resodding of lands, replacement of Grantor's property, removal of trash and debris, and removal of any of Grantee's equipment, accessories, or appurtenances not consistent with the construction, maintenance or operation of the Facilities or the exercise of any right expressed herein. Grantee shall maintain the Facilities in such repair as not to endanger or otherwise limit the enjoyment or use of Grantor's lands and adjacent lands.
4. Grantee shall have the right to trim, cut, and remove trees, shrubbery, or other natural obstructions on, under, or over the Easement Area which interfere with or threaten the efficient and safe operation, construction, or maintenance of the Facilities. All trees cut by Grantee shall remain the property of Grantor. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of the Easement Area shall be removed from the lands of Grantor and disposed of by Grantee.
5. Grantee shall exercise any right expressed herein in such manner as shall not occasion injury, damage, or inconvenience to Grantor and as otherwise shall minimize any adverse impact or disturbance to Grantor's lands and property, including any conservation and natural heritage values thereof. Any activity or omission by Grantee, its employees, agents, or contractors that results in injury, damage or adverse impact or disturbance, in Grantor's sole judgment, to Grantor's lands and property, including any conservation and natural heritage values thereof, shall be remedied under prescriptions prepared as directed by Grantor. Grantee shall at Grantor's election pay for or repair any injury, damage or adverse impact or disturbance to any of Grantor's land and property, including any conservation and natural heritage values thereof, caused by Grantee, its employees,

agents, or contractors. Grantee shall notify Grantor immediately of any such injury, damage or adverse impact or disturbance and shall make said payment or repair within thirty (30) days after such election by Grantor; provided, however, that if such injury, damage, or adverse impact or disturbance results in an on-going hazardous condition or a material loss of use of Grantor's lands or property (such as, by way of illustration and not by limitation, a disruption of any utilities or loss of access to Grantor's lands or property) then Grantee shall immediately remedy the hazardous condition or material loss of use.

6. Grantor may use the Easement Area for any purpose not inconsistent with the rights hereby granted in this Deed of Easement, provided such use does not interfere with the safe and efficient construction, operation, or maintenance of the Facilities, and further provided that such use is not inconsistent with any laws, ordinances, codes, or regulations pertaining to the construction, operation, or maintenance of the Facilities and to which Grantor is subject.
7. Grantee covenants and agrees to defend and hold Grantor, its employees and agents, harmless from and against any claims of injury to any persons or property and from and against any other liability of any nature whatsoever to the full extent authorized by Virginia law resulting from the laying, erecting, constructing, installing, using, operating, inspecting, maintaining, repairing, replacing, rebuilding, removing, improving, changing, altering, adding to or extending the Facilities or connecting to other utility facilities on or adjacent to the Easement Area, or in any way arising out of any of Grantee's, its employees', agents,' or contractors' exercise of any rights herein granted.
8. No person or entity, whether the Grantee, its employees, agents, or contractors, including, but not limited to, any general contractor, subcontractor, or maintenance contractor, shall commence any activity upon the lands of Grantor unless and until such person or entity has obtained such insurance coverage as may be required from time to time by the Commonwealth of Virginia, Department of General Services pursuant to its guidelines adopted in respect to Code of Virginia § 2.2-1151, as such section may be amended, or its successor provisions.
9. If Grantee at any time discontinues use of all or any portion of the Easement Area for a period of one (1) year, all of Grantee's rights and interest in the Easement Area or portion thereof shall immediately terminate and revert to Grantor, its successors and assigns, and Grantee shall at its expense remove the Facilities and restore Grantor's lands and property as nearly to its original condition as practicable and, on written request by Grantor, Grantee shall quitclaim and release the Easement Area, or portion thereof, to Grantor.
10. Grantee shall provide as-built drawings to Grantor showing the location of the Facilities, which as-built drawings shall be in form and substance as directed by and satisfactory to Grantor.
11. Notwithstanding any other provision of this Deed of Easement, neither Grantee may itself, nor by sublease, license, or other grant of permission to any third party, utilize the Easement Area for the installation of any equipment or property for purposes other than set forth herein. Neither the Easement, nor Grantees' rights hereunder are delegable, transferrable, or assignable, and any delegation, transfer, or assignment of the Easement or any portion thereof or Grantee's rights or obligations hereunder without the prior written consent of Grantor shall be null and void and of no effect; provided, however,

Grantee's rights hereunder may be assigned without Grantor's approval in accordance with an order of the State Corporation Commission to any municipal utility, utility cooperative, or other utility authorized to provide utility service within the Commonwealth.

12. If Grantor at any time deems it necessary or advisable to relocate for Grantor's convenience any of the Facilities, Grantor shall relocate, at the sole cost of Grantor, such Facilities to a place acceptable to Grantor, provided Grantor, for no additional consideration, shall grant unto Grantee such replacement easement as may be necessary to effect such relocation, subject to the same rights, privileges and conditions, as herein set forth. Upon relocation of any of the Facilities from any portion of the Easement Area, the Easement for or over such portion of the Easement Area shall automatically terminate, and all rights, title and interest therein shall revert to Grantor.

B. The parties hereto acknowledge and agree that notwithstanding anything contained in this Deed of Easement to the contrary, so long as the Commonwealth is a party hereto, the following provisions shall control over any conflicting provisions hereof:

1. With respect to tort liability for acts or occurrences with respect to this Deed of Easement, including product liability, the Commonwealth is either constitutionally immune (or partially immune) from suit, judgment, or liability, insured, or covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
2. No equitable, quasi-contractual, or injunctive remedies, other than those specifically authorized by law, may be used or are effective against the Commonwealth.
3. No liens may be placed against, or shall attach to, any property owned by the Commonwealth.
4. This Deed of Easement shall be governed by, and construed according to, the laws of the Commonwealth, and any legal action against the Commonwealth shall be instituted and maintained only in the state courts of the Commonwealth.
5. No provision, covenant, or agreement contained in this Deed of Easement shall be deemed, in any manner, to be a waiver of the sovereign immunity of the Commonwealth, or any of its boards, agencies, or other political subdivisions, from tort or other liability.

Nothing contained herein shall be deemed to convey any rights to Grantee in the property of any adjacent landowner which may be required to enjoy access to the property of the Grantee. The foregoing Easement shall be perpetual in nature and shall run with the land.

In compliance with the provisions of § 15.2-1803 of the Code of Virginia, this Deed of Easement has been accepted by the County pursuant to a resolution of the Board of Supervisors of Amherst County duly adopted at a meeting of said Board held on the 7<sup>th</sup> day of February, 2017. Further, acceptance of this Deed of Easement is evidenced below by the execution of this Deed of Easement on behalf of the County by the undersigned duly authorized official of the County.

[Signature Page to Follow]  
[Remainder of the Page Intentionally Left Blank]

WITNESS the following signatures and seals.

Grantor: VIRGINIA PUBLIC BUILDING AUTHORITY,  
a political subdivision of the Commonwealth  
of Virginia

By: \_\_\_\_\_  
Manju Ganeriwala, Secretary/Treasurer

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND

The foregoing Deed of Easement was acknowledged before me in my jurisdiction aforesaid this \_\_\_\_\_ day of February, 2017, by Manju Ganeriwala, acting in her capacity as Secretary/Treasurer of the Virginia Public Building Authority, on behalf of the Virginia Public Building Authority.

My Commission expires: \_\_\_\_\_  
Notary Registration No. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Grantor: COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF BEHAVIORAL HEALTH  
AND DEVELOPMENTAL SERVICES

By: \_\_\_\_\_  
Dr. Jack Barber, Interim Commissioner

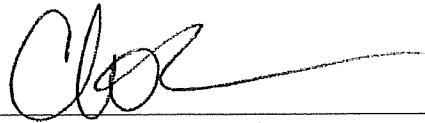
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing Deed of Easement was acknowledged before me in my jurisdiction aforesaid this \_\_\_\_\_ day of February, 2017, by Dr. Jack Barber, acting in his capacity as Interim Commissioner of the Commonwealth of Virginia, Department of Behavioral Health and Developmental Services, on behalf of the agency.

My commission expires: \_\_\_\_\_  
Registration No. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Grantee: BOARD OF SUPERVISORS OF COUNTY OF  
AMHERST, a political subdivision of the  
Commonwealth of Virginia

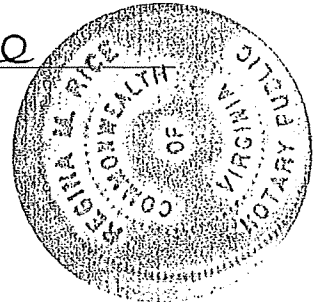
By:   
Claudia D. Tucker, Chair  
Amherst County Board of Supervisors

COMMONWEALTH OF VIRGINIA  
COUNTY OF AMHERST, to-wit:

The foregoing Deed of Easement was acknowledged before me in my jurisdiction aforesaid this  
21<sup>st</sup> day of February, 2017, by Claudia D. Tucker, acting in her capacity as Chair of the Board of  
Supervisors for Amherst County, on behalf of the County.

My commission expires: November 30, 2018  
Registration No. 205667

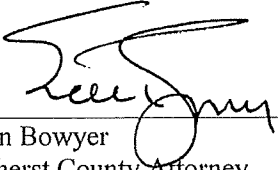
Regina M. Rice  
Notary Public



APPROVED AS TO FORM:  
OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_  
Catherine A. Shankles  
Assistant Attorney General

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Ellen Bowyer  
Amherst County Attorney

RECOMMEND APPROVAL:  
DEPARTMENT OF GENERAL SERVICES

By: \_\_\_\_\_  
Christopher L. Beschler, Director

APPROVED BY THE GOVERNOR:

Pursuant to Section 2.2-2263 of the Code of Virginia (1950), as amended, and by the authority vested in me to act for and on behalf of the Governor of Virginia under Executive Order 88 (01), dated December 21, 2001, I hereby approve this easement and the execution of this instrument.

\_\_\_\_\_  
Secretary of Administration

\_\_\_\_\_  
Date

# AMHERST COUNTY

## REVENUE ANALYSIS AND PROJECTION - SUMMARY

FY 2018

NOTE	DESCRIPTION	FY 2014	FY 2015	FY 2016	Actual through 12/31/2016	Projected FY 17	Proposed FY 18
1	REAL PROPERTY TAXES	12,852,411	12,988,559	13,038,513	13,333,661	13,708,700	14,200,000
1	PUBLIC SERVICE TAXES	593,291	628,188	669,979	777,816	777,816	760,000
1	PERSONAL PROPERTY TAXES	5,532,784	5,439,230	5,547,027	4,997,148	5,621,105	5,875,000
1	MACH & TOOL TAXES	1,809,156	1,976,937	1,993,183	2,176,926	2,178,400	2,100,000
1	MERCHANT'S CAPITAL TAXES	292,992	289,057	312,549	274,277	277,700	300,000
1	PENALTIES AND INTEREST	370,307	378,562	313,009	130,835	305,125	275,000
	REAL ESTATE SALE FORECLOSURES	68,446	-	5,516	-	-	-
2	LOCAL SALES & USE TAXES	2,395,076	2,431,339	2,550,194	1,310,943	2,600,000	2,600,000
2	CONSUMER UTILITY TAXES	2,093,107	2,081,683	1,945,586	1,007,235	2,012,000	2,015,000
2	BUSINESS LICENSE TAXES	375,234	330,905	380,601	43,700	380,000	380,000
2	MOTOR VEHICLE LICENSES	702,442	720,149	723,346	569,598	680,200	725,000
2	BANK STOCK TAX	98,756	111,309	92,186	-	92,000	91,000
2	TAXES ON RECORDATION & WILLS	182,781	181,420	201,942	115,033	185,000	190,000
2	LODGING TAX	89,150	72,975	71,753	40,008	80,000	80,000
2	MEALS TAX	910,668	918,812	957,337	498,233	1,000,000	1,000,000
	ANIMAL LICENSES	15,450	16,482	13,245	3,553	13,000	13,000
	PERMITS, FEES & LICENSES	168,257	137,345	153,076	124,338	164,132	156,000
3	FINES & FORFEITURES	510,927	443,406	278,583	172,099	320,100	-
	REIMBURSEMENT ACCOUNT	18,236	16,863	10,133	6,683	17,000	19,300
4	INTEREST ON BANK DEPOSITS	25,491	32,655	32,780	16,413	33,000	32,000
	REVENUE FROM USE OF PROPERTY	81,038	168,402	145,985	45,430	88,429	87,947
4	CHARGES FOR SERVICES	1,259,574	1,294,976	1,299,331	645,561	1,374,319	1,374,949
	MISCELLANEOUS REVENUE	111,926	152,040	231,123	112,712	148,827	126,700
4	RECOVERED COSTS	113,904	110,881	349,390	149,406	159,717	162,050
	NON-CATEGORICAL AIDE	2,392,564	2,384,534	2,395,439	1,887,563	2,382,018	2,382,018
	SHARED EXPENSES	2,404,808	2,432,932	2,496,945	1,223,382	2,540,000	2,520,000
4	WELFARE	638,100	587,835	917,241	974,180	1,100,000	1,100,000
	STATE REIMB FOR CRIMINAL JURORS	8,609	4,103	15,194	522	1,000	8,000
	OTHER CATEGORICAL AIDE	610,954	1,264,054	655,746	264,126	423,538	437,098
4	FEDERAL REVENUE	1,184,386	1,149,647	750,092	35,010	695,010	715,000
	FEDERAL GRANT REVENUE	3,888	1,161	-	-	-	-
	NON REVENUE RECEIPTS	19,534	56,747	75,301	4,617	4,617	-
	RECOVERED REVENUE	92,437	189,448	29,696	99,076	99,471	17,500
	REVENUE TRANSFER ACCOUNT	7,279	(20,966)	6,050	-	-	-
		\$ 38,033,965	\$ 38,971,670	\$ 38,658,070	\$ 31,040,083	\$ 39,462,224	\$ 39,742,562
1	Tax estimates were reviewed with the Treasurer and adjusted for historical data.						
2	Other taxes have been based on historical average and multi-year trends.						
3	Fines & Forfeitures are being budget at \$-0-. These funds are currently split 80/20 between Sheriff and General County. However, the use of these funds by the Sheriff to supplement the O&M budget does not allow for a good picture of the true cost of operations for the department when developing the budget.						
4	Increased based on historical trend.						



## FY 2018

[illegible]

## REVENUE ANALYSIS AND PROJECTION - DETAIL

DESCRIPTION	FY 2014	FY 2015	FY 2016	Actual through 12/31/2016	Projected FY 17	Proposed FY 18

011030-0371	MOBILE HOME TAX 2012	7,603	774	934	193	300	
011030-0372	MOBILE HOME TAX 2011	1,061	71	351	61	100	
011030-0373	MOBILE HOME TAX 2010	648	12	110	112	150	
011030-0374	MOBILE HOME TAX 2009	424	23	39	58	75	
011030-0375	MOBILE HOME TAX 2008	756	12	15	-	-	
011030-0376	MOBILE HOME TAXES 2007	318	118	25	166	175	
011030-0377	MOBILE HOME TAX 2006	298	110	157	-	-	
	MACH & TOOL TAX 2017					2,100,000	
011040-0468	MACH & TOOL TAX 2016	-	-	-		2,155,000	
011040-0469	MACH & TOOL TAX 2015	-	-	1,982,885	2,154,347	8,500	
011040-0470	MACH & TOOL TAX 2014	-	1,924,555	9,414	8,006	14,500	
011040-0471	MACH & TOOL TAX 2013	1,800,427	48,625	646	14,213	-	
011040-0472	MACH & TOOL TAX 2012	8,633	125	-	-	-	
011040-0474	MACH & TOOL TAX 2010	-	-	-	-	100	
011040-0475	MACH & TOOL TAX 2009	96	120	232	85	300	
011040-0476	MACH & TOOL TAX 2008	-	3,513	-	275	-	
011040-0478	MACH & TOOL TAX 2006	-	-	6	-	-	
	MERCHANT'S CAP TAX 2017				-	300,000	
011050-0568	MERCHANT'S CAP TAX 2016	-	-	-	271,725	275,000	
011050-0569	MERCHANT'S CAP TAX 2015	-	-	310,272	680	700	
011050-0570	MERCHANT'S CAP TAX 2014	-	287,478	684	357	400	
011050-0571	MERCHANT'S CAP TAX 2013	280,203	549	289	1,217	1,250	
011050-0572	MERCHANT'S CAP TAX 2012	379	340	1,165	264	300	
011050-0573	MERCHANT'S CAP TAX 2011	295	298	139	-	-	
011050-0574	MERCHANT'S CAP TAX 2010	10,138			-	-	
011050-0575	MERCHANT'S CAPITAL 2009	940	392	-	-	-	
011050-0576	MERCHANT'S CAPITAL TAX 2008	1,037	-	-	34	50	
	PENALTY ON DEL TAXES 2017					150,000	
011060-0647	PENALTY ON DEL TAXES 2016	-	-	-		150,000	
011060-0648	PENALTY ON DEL TAXES 2015	-	7,846	154,287	67,499	35,000	
011060-0649	PENALTY ON DEL TAXES 2014	9,215	155,901	37,158	6,722	7,000	
011060-0650	PENALTY ON DEL TAXES 2013	148,500	49,607	7,123	2,040	2,200	
011060-0651	PENALTY ON DEL TAXES 2012	44,436	11,111	2,470	538	550	
011060-0652	PENALTY ON DEL TAXES 2011	12,788	3,344	815	97	150	
011060-0653	PENALTY ON DEL TAXES 2010	3,551	923	332	39	50	
011060-0654	PENALTY ON DEL TAXES 2009	1,512	572	167	50	50	
011060-0655	PENALTY ON DEL TAXES 2008	900	630	175	53	75	
011060-0656	PENALTY ON DEL TAXES 2007	290	109	136	16	25	
011060-0657	PENALTY ON DEL TAXES 2006	164	102	71	5	25	

## FY 2018

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## FY 2018

[illegible]

## FY 2018

[illegible]

**AMHERST COUNTY**

## REVENUE ANALYSIS AND PROJECTION - DETAIL

## FY 2018

[illegible]

# AGENDA ITEM XII.B.

## Projects Status Report

Project Name	Next Milestone	Current Status
Learning Lane	Obtain signatures on conveyance documents.	Mr. Cunningham and River James have consented to transfer. Deed changes have been requested by R-J and agreed. Cnty Atty preparing final deed changes. Finalized plat has been prepared by H&P. We are collecting required signatures of the parties.
Admin Bldg Extension	Refurb of existing office space expected in April 2017.	New public meeting rooms & DSS space is substantially complete. Refurbishment of old spaces is underway.
Old Town Madison Heights	Preparing contents of application due March 29,'17.	Developing budget to determine application amount. Need BoS resolution endorsing the application.
Train Depot	Grand opening in April(?).	Leases finalized. Construction of visitor center displays being solicited. Will seek appropriation of tourism funds for furnishings/equipment at March BoS mtg.
County-wide Broadband	Advertise request for proposals (RFP).	Awaiting sharing of radio frequency from SBC Board of Directors. Expect SBC Board to address at end of April.
Riveredge Park Trail Phase II	Award of \$80K TAP grant for design work for CVTC portion of trail.	Application for TAP design grant submitted. Permanent easement across CVTC property before BoS for acceptance.
Phelps Road School	Begin repairs or demolition after court order.	24 Oct, court imposed criminal fine on corporation, suspending \$2000 until Apr 28, 2017 when ALL violations must be resolved. Civil action filed 25 Jan 17. County repairs on 10 Feb to secure bldg. Owner billed \$87.50.