

WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

PARTICIPATION COMMITTEE Wood Haven Road Project

WVRIFA PARTICIPATION COMMITTEE MEETING

Friday, March 8, 2024 at 10:00 a.m.
Roanoke Valley – Alleghany Regional Commission (Top Floor Conference Room)
313 Luck Ave., SW, Roanoke VA

Note: The March 8th meeting will be a Joint Meeting with the WVRIFA Board (both meetings will be held in conjunction with each other on the same date, time and location).

Please Note: RVARC's elevator is under maintenance and currently not in operation. Please contact Bryan Hill, RVARC's ADA Coordinator, at bhill@rvarc.org to request remote participation if you need ADA accommodations. We apologize for the inconvenience!

AGENDA

1. Call Meeting to Order *Chair Cowell*
2. Roll Call *Virginia Mullen*
3. **Action Requested:** Approval of Consent Agenda Items. *Chair Cowell*
 - A. Approval of Agenda
 - B. January 19, 2023 WVRIFA Participation Committee Minutes, pp. 3 – 5
4. Public Comment Period..... *Chair Cowell*

The WVRIFA Participation Committee will allow a 30-minute public comment period in which a citizen may sign-up for up to three (3) minutes of speaking time.
5. **Action Requested:** Acceptance of FY24 Woodhaven Budget Revision,.....*Sherry Dean*
FY25 Woodhaven Budget, & FY25 Bond Payments Budget, pp. 6 – 8
6. **Action Requested:** Consideration of a License Agreement for Use..... *Matt Miller*
Of a Portion of Authority Property with Zye and Gaven Reinhardt, pp. 9 – 14
7. **Action Requested:** Consideration of an Easement Agreement with Western..... *Matt Miller*
Virginia Water Authority Affiliated with Water Infrastructure Improvements, pp. 15 - 23

ADMINISTERED BY:

Roanoke Valley-Alleghany Regional Commission
P.O. Box 2569, Roanoke, VA 24010
540.343.4417 / info@wvrifa.org / www.wvrifa.org

- 8. Discussion of Wetland and Stream Credits and Potential for a Regional.....*John Hull*
Approach
 - 9. VEDP Business Ready Site Program Update.....*John Hull*
 - 10. Discussion on Meetings Schedule and Location*John Hull*
 - 11. Other Business *Chair Cowell*
 - 12. Request for Closed Meeting, p. 24 *Chair Cowell*
- Pursuant to Section 2.2-2711 A. 5. of the Code of Virginia, 1950, as amended, for the purpose of discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.*
- Pursuant to Section 2.2-3711. A. 6. of the Code of Virginia, 1950 as amended, for the purpose of discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the Authority would be adversely affected.*
- 13. End of Closed Mtg. Reconvene Regular Participation Committee Mtg *Chair Cowell*
 - 14. Adoption of Certification Resolution of Closed Meeting, p. 25 *Chair Cowell*
 - 15. Action by the Participation Committee as a Result of the Closed Meeting *Chair Cowell*
 - 16. Adjournment

ADMINISTERED BY:

Roanoke Valley-Alleghany Regional Commission
P.O. Box 2569, Roanoke, VA 24010
540.343.4417 / info@wyrifa.org / www.wvrifa.org

MINUTES

The January meeting of the WVRIFA Participation Committee for the Wood Haven Road Project was held on Friday, January 19, 2024 at 2:00 p.m. at the Roanoke Valley – Alleghany Regional Commission office (Top Floor Conference Room), 313 Luck Avenue, SW, Roanoke VA.

NOTE: *The January 19, 2024 Meetings of the WVRIFA Board of Directors and the WVRIFA Participation Committee were held simultaneously (jointly) since several items on both agendas were the same*

1. CALL MEETING TO ORDER

Chair Cowell called the meeting to order at 2:00 p.m.

2. ROLL CALL

Chair Cowell welcomed those in attendance and asked Virginia Mullen to call the roll. Ms. Mullen noted that a quorum was established.

Participation Committee Members Present: Rob Light, City of Salem; Bob Cowell, City of Roanoke; and Megan Baker, Roanoke County.

Staff Present: John Hull, WVRIFA Director; Matt Miller, Roanoke Regional Partnership; Sam Darby, WVRIFA Counsel; Sherry Dean and Virginia Mullen, WVRIFA Finance/Administrative Staff.

Others Present: Gary Larrowe, Botetourt County; Ken McFadyen, Botetourt County; Thomas Miller, City of Salem; Cody Sexton, Town of Vinton; Richard “Pete” Peters, Town of Vinton.

3. ACTION REQUESTED: APPROVAL OF CONSENT AGENDA ITEMS

The following consent agenda items were distributed earlier: (A) January 19, 2024 WVRIFA Participation Committee Agenda; (B) December 15, 2023 WVRIFA Participation Committee Minutes, and (C) Financial Reports, Ending December 31, 2023.

Motion: by Rob Light to approve the consent agenda items (A), (B) and (C), as presented. The motion was seconded by Megan Baker.

WVRIFA Participation Committee Action: Motion carried.

4. PUBLIC COMMENT PERIOD

There were no comments.

ADMINISTERED BY:

5. PROGECT UPDATES

John Hull reported that the application for Business Ready Sites program was submitted. Next step is a virtual presentation to VEDP. Staff are currently arranging a date for the presentation.

John Hull updated that Prologis continues to investigate the site's electrical infrastructure with Appalachian Power so they can present that information accurately with their customers.

6. OTHER BUSINESS

No other business was discussed.

7. REQUEST FOR CLOSED MEETING

Motion was made by Rob Light that the Committee convene in a Closed Meeting to discuss:

- a) the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority, pursuant to Section 2.2-3711 A. 3. of the Code of Virginia, 1950, as amended.
- b) the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the Authority would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia, 1950 as amended.

The motion was seconded by Megan Baker. The motion carried. The WVRIFA Participation Committee went into a Closed Meeting at 2:05 p.m.

8. END OF CLOSED MEETING, RECONVENE REGULAR PARTICIPATION COMMITTEE MEETING

Motion was made by Megan Baker and seconded by Rob Light that the WVRIFA Participation Committee end the Closed Meeting and return to its regular committee meeting. The motion carried. The WVRIFA Participation Committee ended the Closed Meeting and returned to its regular committee meeting at 2:51 p.m.

9. ADOPTION OF CERTIFICATION RESOLUTION OF CLOSED MEETING

Motion was made by Rob Light and seconded by Megan Baker to adopt the following certification resolution:

WHEREAS, the Western Virginia Regional Industrial Facility Authority Participation Committee has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

ADMINISTERED BY:

Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue, SW, Roanoke, VA 24016
info@wvrifa.org / www.wvrifa.org

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Western Virginia Regional Industrial Facility Authority Participation Committee that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED, that the Western Virginia Regional Industrial Facility Authority Participation Committee hereby certifies that, to the best of each member's knowledge: (1) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies; and (2) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed, or considered by the Western Virginia Regional Industrial Facility Authority Participation Committee.

The motion was adopted by a Roll Call vote of 3 to 0 as follows:

Member & Vote

Bob Cowell – Yes

Rob Light – Yes

Megan Baker – Yes

10. ACTION BY THE PARTICIPATION COMMITTEE AS A RESULT OF THE CLOSED MEETING

There was no action by the WVRIFA Board as a result of the closed meeting.

11. ADJOURNMENT OF THE WVRIFA PARTICIPATION COMMITTEE

The WVRIFA Participation Committee Meeting adjourned at 2:53 a.m.

Virginia Mullen, Recording Secretary
WVRIFA Participation Committee

ADMINISTERED BY:

Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue, SW, Roanoke, VA 24016
info@wvrifa.org / www.wvrifa.org

**WVRIFA
Woodhaven Participation Committee
BUDGET FY24**

	FY 24 Budget	FY 24 Revised Budget	Change
Locality Dues			
City of Roanoke	\$ 11,050.00	\$ 11,050.00	\$ -
Roanoke County	\$ 11,050.00	\$ 11,050.00	\$ -
City of Salem	\$ 2,900.00	\$ 2,900.00	\$ -
VBRSP Site Development Grant	\$ 504,149.00	\$ 2,000.00	\$ (502,149.00)
AEP	\$ -	\$ 5,000.00	\$ 5,000.00
Interest (LGIP)	\$ -	\$ 22,000.00	\$ 22,000.00
Total Revenue	\$ 529,149.00	\$ 54,000.00	\$ (475,149.00)
Expenses			
Legal Fees	\$ 26,300.00	\$ 11,000.00	\$ (15,300.00)
Engineering	\$ 70,000.00	\$ 6,500.00	\$ (63,500.00)
Construction/Drainage Project	\$ 414,149.00	\$ -	\$ (414,149.00)
Landscaping	\$ 2,000.00	\$ -	\$ (2,000.00)
Property Maintenance	\$ 6,000.00	\$ 12,250.00	\$ 6,250.00
Sign Electricity	\$ 200.00	\$ 240.00	\$ 40.00
Other Repairs & Maintenance	\$ 1,000.00	\$ 1,000.00	\$ -
Marketing/Project Management	\$ 6,000.00	\$ 6,000.00	\$ -
Bond Maintenance	\$ 3,000.00	\$ -	\$ (3,000.00)
Miscellaneous	\$ 500.00	\$ 460.00	\$ (40.00)
Total Expenses	\$ 529,149.00	\$ 37,450.00	\$ (491,699.00)
Difference	\$ -	\$ 16,550.00	\$ 16,550.00

**WVRIFA
Woodhaven Participation Committee
BUDGET FY25**

	FY 24 Revised Budget	Draft FY 25 Budget	Change
Locality Dues			
City of Roanoke	\$ 11,050.00	\$ 13,260.00	\$ 2,210.00
Roanoke County	\$ 11,050.00	\$ 13,260.00	\$ 2,210.00
City of Salem	\$ 2,900.00	\$ 3,480.00	\$ 580.00
VBRSP Site Development Grant	\$ 2,000.00	\$ 502,149.00	\$ 500,149.00
AEP	\$ 5,000.00	\$ -	\$ (5,000.00)
Interest (LGIP)	\$ 22,000.00	\$ 22,000.00	\$ -
Total Revenue	\$ 54,000.00	\$ 554,149.00	\$ 500,149.00

Expenses			
Legal Fees	\$ 11,000.00	\$ 23,050.00	\$ 12,050.00
Engineering	\$ 6,500.00	\$ 76,500.00	\$ 70,000.00
Construction/Drainage Project	\$ -	\$ 414,149.00	\$ 414,149.00
Landscaping	\$ -	\$ -	\$ -
Property Maintenance	\$ 12,250.00	\$ 9,000.00	\$ (3,250.00)
Sign Electricity	\$ 240.00	\$ 250.00	\$ 10.00
Other Repairs & Maintenance	\$ 1,000.00	\$ -	\$ (1,000.00)
Marketing/Project Management	\$ 6,000.00	\$ 6,000.00	\$ -
Bond Maintenance	\$ -	\$ -	\$ -
Miscellaneous	\$ 460.00	\$ -	\$ (460.00)

Total Expenses	\$ 37,450.00	\$ 528,949.00	\$ 491,499.00
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Difference	\$ 16,550.00	\$ 25,200.00	\$ 8,650.00
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WVRIFA
Woodhaven Participation Committee
Bond Payments FY25 Budget

	created 2/28/24 FY25 Budget	Notes
Bond Revenue		
City of Roanoke	\$ 367,483.36	44.20%
Roanoke County	\$ 367,483.36	44.20%
City of Salem	\$ 96,443.61	11.60%
	\$ -	
Total Revenue	\$ 831,410.33	
 Bond Payments Expense		
Bond Interest Expense	\$ 229,410.33	payable each July 15th and January 15th
Bond Principal	\$ 602,000.00	January 15, 2025
	\$ -	
Total Expense	\$ 831,410.33	
 Reserve Funds	 \$ -	

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this __ day of February, 2024 by and between THE WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a regional industrial facility authority formed and operating in accordance with Chapter 64 of Title 15.2 of the Code of Virginia, 1950, as amended, the Virginia Regional Industrial Facilities Act (“Licensor”) and Zye and Gaven Reinhardt, individual residents of Roanoke County, Virginia (“Licensee”).

WITNESSETH:

WHEREAS, Licensor is the owner of property located in Roanoke County north of Interstate 81 which was conveyed by Kenneth Landon Peoples, Executor of the Estate of Marjorie W. Peoples by deed assigned Instrument No. 201612158. (the “Property”); and

WHEREAS, Licensee is the owner of property located in proximity to the Property on which it has built a special events facility and specifically a wedding venue which it proposes to rent for wedding celebrations (the “Wedding Venue”); and

WHEREAS, Licensee has received a special use permit from Roanoke County for the operation of their Wedding Venue (the “Special Use Permit”); and

WHEREAS, the Special Use Permit requires that Licensee build a road from the Wedding Venue to Loch Haven Drive to transport participants in wedding celebrations; and

WHEREAS, Licensee has requested Licensor to grant this License permitting Licensee to build the road required of Licensee by the terms of the Special Use Permit, only upon the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the mutual agreements of the parties and the License Fee described herein, Licensor does hereby grant unto Licensee a License to use those portions of the Property as necessary and convenient to build a 18 foot-wide gravel road (the “Road”) for the purpose of transporting participants of a wedding celebration subject to the terms and conditions hereinafter set forth:

1. Licensee shall pay Licensor the sum of One Thousand and No/100 (\$1,000.00) Dollars per year license fee (the “License Fee”). The License Fee is due on the first day of March each year, beginning March 1, 2024. The obligations of the Licensee to perform under this License Agreement are joint and several. In addition,

Licensee shall reimburse Licensor for its reasonable attorney fees incurred in the preparation of this License Agreement or incurred at a later time with regard to matters contained herein (such as moving the Road).

2. Licensee may use those portions of the Property shown on the plat titled "PLAT SHOWING NEW PROPOSED 50' INGRESS/EGRESS LICENSE CONCEPT FROM LOCH HAVEN RD. (STATE ROUTE.1894 CONNECTING TO TAX MAP 026.03-01-17.01-0000 attached hereto and incorporated herein as Exhibit A for the sole purpose of building the Road for the purpose of transporting participants of a wedding celebration subject to the Special Use Permit and the terms and conditions hereinafter set forth. Licensee agrees that it will keep the Road neat, clean and safe condition during the term of this License Agreement. No other use of the Property is permitted. Licensee agrees that Licensor has no obligation to build, repair or maintain the Road.

In the event that Roanoke County determines at a later date that a pond or other improvement outside of the roadbed is required, WVRIFA is not obligated to provide additional land to support the same. The Licensee confirms that there is no potential requirement for a pond or other improvement.

3. This license is non-exclusive to the Licensee and may not be made available for use by persons other than the Licensee, their employees or agents. Licensee will be responsible for the design, permitting, grading, construction and maintenance of the Road to be placed on the Property by Licensee. In designing and placing the Road on the Property, Licensee will be required to submit plans indicating the location and elevation of the Road for Licensor's review and approval which Licensor will approve or reject within sixty (60) days and if no action is taken within such sixty (60) days shall be deemed to have approved.

4. In the event Licensor or its successors in interest determine at some future time that it has a need to use the location of the Road for a different purpose, Licensee will on ninety (90) days written notice move and rebuild the Road at their sole cost and expense.

5. Licensee shall not permit the Road to be used to store vehicles, materials or other personal property during the term of this License Agreement.

6. Licensee shall at all times conduct their activities on, and with respect to, the Property in such manner as not to conflict or interfere with the use of the Property by Licensor, its successors, assigns or licensees.

7. Either party can terminate this License Agreement upon forty-five (45) days' prior written notice to the other. This License Agreement does not create an easement. This License Agreement may not be assigned.

8. All notices required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered personally, or mailed first class, postage prepaid, registered or certified mail, as follows:

If to Licensee:

Mr. Zye Reinhardt
2875 Timberview Road
Roanoke, Virginia 24019

If to Licensor:

Western Virginia Regional Industrial Facility Authority
c/o Roanoke Regional Partnership
111 Franklin Road, Suite 333
Roanoke, Virginia 24011
Attention: John Hull, Executive Director

In the case of any change of such mailing address, the party so changing a mailing address shall give notice thereof to the other party in the manner hereinabove provided. In the absence of any such notice, notice mailed in accordance with the foregoing section shall be deemed sufficiently given and served for all purposes.

9. Licensor shall not be responsible or liable for injuries to persons including death or damage to property when such injuries or damages are caused by or result from Licensee's use of the Road or the Property under the terms of this Agreement and are not solely due to the negligence of Licensor. Licensee hereby agrees to indemnify and save harmless Licensor, its officers, agents, employees and assigns from any and all claims, demands, injury, damage, including death, and liability of every kind and nature whatsoever for, on account of, or growing out of this License Agreement unless caused solely by the negligence of Licensor. During the term of this license agreement, Licensee agrees to obtain, pay for, and maintain a policy of comprehensive public liability insurance underwritten by a company licensed to do business in Virginia naming Licensor as an additional insured party with minimum coverage limits of \$1,000,000.00. Licensee shall deliver to Licensor, upon request, a certificate of insurance showing the same to be in force and effect.

Said policy shall provide that it shall not be cancellable without at least 60 days' prior written notice to Licensor.

10. This License Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, covenants, representations, agreements, and understandings of the parties hereto relating to the subject matter hereof.

11. This License Agreement may be amended and any of the terms or conditions hereof may be waived, only by a written instrument executed by the parties, or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term contained in this License Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such condition or breach or a waiver of any other condition or of breach of any other term or provision.

12. This License Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

13. The parties agree that this License Agreement may be executed and delivered by electronic or digital signatures and that the signatures appearing on this License Agreement are the same as inked, pen-to-paper and handwritten signatures for the purposes of validity, enforceability and admissibility.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and sealed on their behalf by themselves or their duly authorized representative as of the date first above written.

**THE WESTERN VIRGINIA
REGIONAL INDUSTRIAL FACILITY
AUTHORITY**

By _____
Gary Larrowe, Chair

Zye Reinhardt

Gaven Reinhardt

Exhibit A

[Need to Substitute EIC Drawing showing Road Placement]

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N19°54'02"W	49.93
L2	N5°28'41"E	31.64
L3	N18°07'14"W	11.00
L4	N35°04'07"E	97.72
L5	N0°45'45"E	294.28
L6	N33°12'47"W	267.15

CURVE TABLE							
CURVE	DELTA	RADIUS	TAN	ARC	CHORD	BEARING	
C1	53°11'20"	200.00	100.13	185.66	179.07	S8°28'26"W	
C2	34°18'21"	100.00	30.87	59.88	58.98	S17°54'56"W	
C3	33°58'32"	350.00	106.92	207.55	204.52	S16°13'31"E	

**PLAT SHOWING NEW PROPOSED
50' INGRESS/EGRESS LICENSE CONCEPT
FROM LOCH HAVEN RD. (STATE ROUTE.1894)
CONNECTING TO TAX MAP
026.03-01-17.01-0000**

- NOTES:
- OWNER OF RECORD: WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
 - LEGAL REFERENCE: INST#201612158
 - TAX MAP NUMBER: 026.17-01-03.01-0000 AND 026.03-01-17.01-0000
 - CURRENT ZONING: ARCS (AGRICULTURAL/RESIDENTIAL W/ CONDITIONS AND SPECIAL USE)
 - REFERENCE PLATS: INST#2003011068, INST#201612158, INST#201810481, PB16 PG140,
 - THIS PLAT IS BASED ON A CURRENT FIELD SURVEY IN ACCORDANCE WITH "MINIMUM STANDARDS AND PROCEDURES FOR LAND BOUNDARY SURVEYING PRACTICE" AS DEFINED IN VA DPOR STANDARDS
 - BY GRAPHIC PLOTTING ONLY THE SUBJECT PROPERTIES LIE WITHIN F.E.M.A DEFINED ZONE X. SEE MAP NUMBER 51161C0134G EFFECTIVE DATE OF SEPT. 28, 2007. THIS OPINION IS BASED ON THE AFORESAID MAP AND HAS NOT BEEN VERIFIED BY ACTUAL FIELD ELEVATIONS.
 - THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL ENCUMBRANCES TO THE PROPERTY.
 - UNDERGROUND UTILITIES EXIST. NO UTILITIES WERE UNCOVERED FOR THIS SURVEY. FOR INFORMATION REGARDING THESE UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCIES.
 - SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY

IN THE CLERK'S OFFICE FOR THE CIRCUIT COURT OF THE COUNTY OF ROANOKE, VIRGINIA, THIS PLAT WAS PRESENTED AND WITH THE CERTIFICATE OF ACKNOWLEDGMENT THERETO ANNEXED, ADMITTED TO RECORD AT _____ O'CLOCK __M ON THIS _____ DAY OF _____, 202__, IN PLAT BOOK _____, PAGE _____.

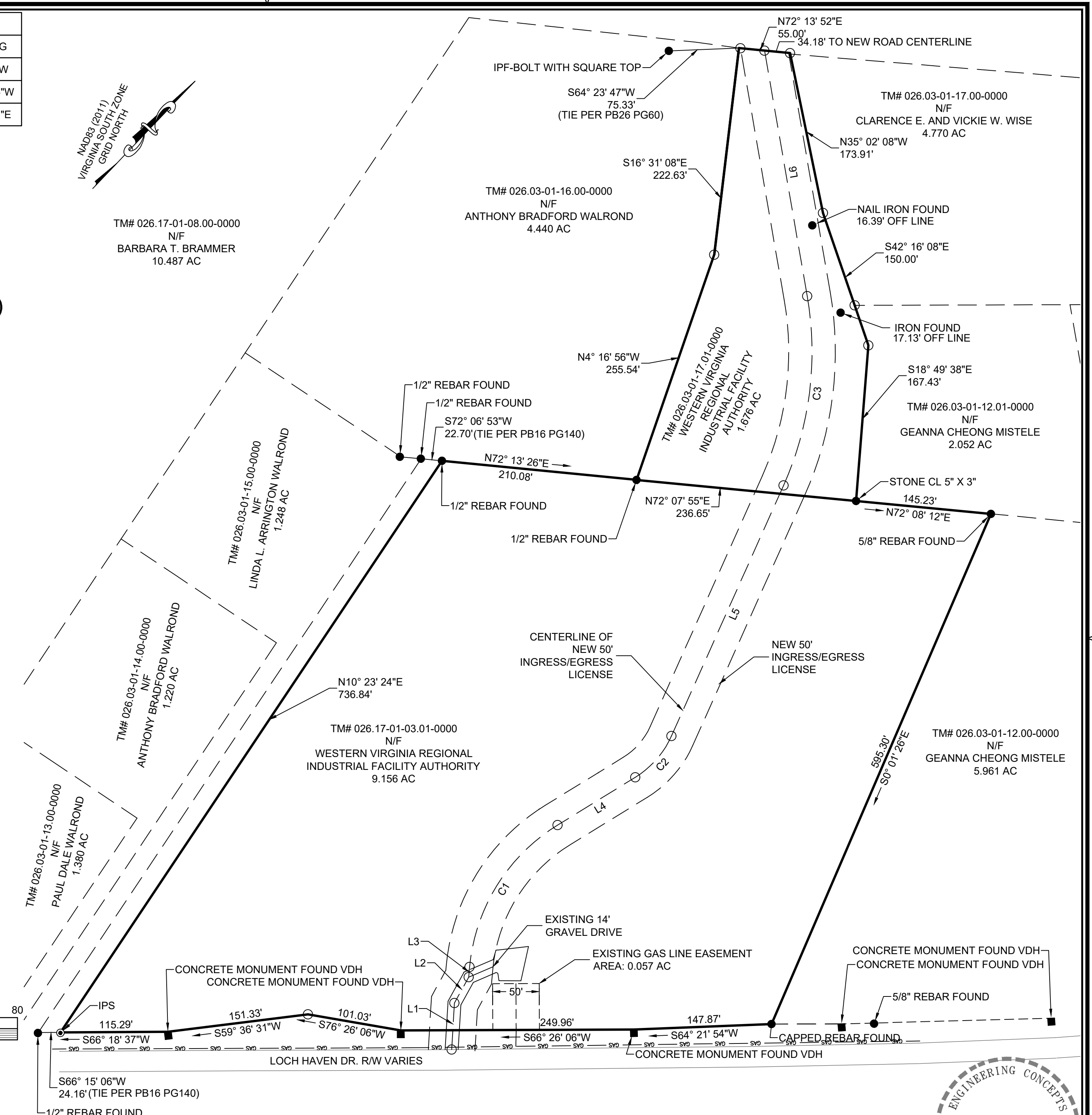
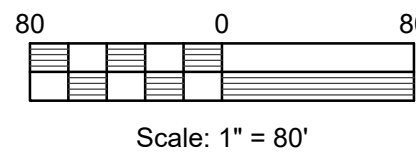
BY: _____
CLERK

DEPUTY CLERK

SOURCE OF TITLE CERTIFICATE:
THIS PROPERTY WAS CONVEYED TO WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY BY INSTRUMENT NO.201612158 BEING RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ROANOKE, VIRGINIA.

JASON SCOTT CALDWELL, SURVEYOR DATE _____
APPROVED: _____

WESTERN VIRGINIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY



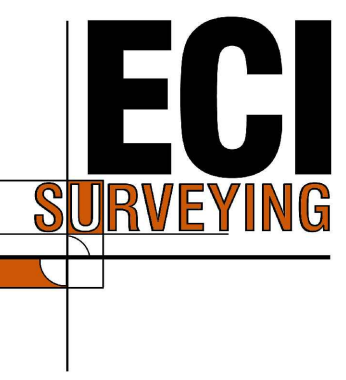
STATE OF VIRGINIA
COMMONWEALTH AT LARGE

I, _____, A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE DO HEREBY CERTIFY THAT _____, WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT, HAS PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME ON THIS _____ DAY OF _____, 202__

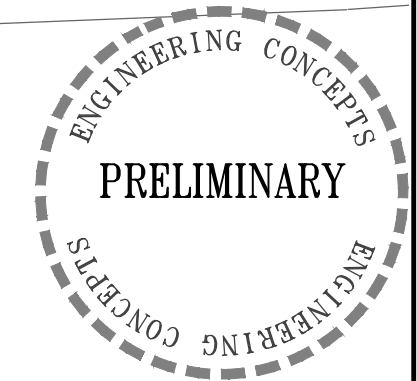
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

IN WITNESS THEREOF IS HEREBY PLACED THE FOLLOWING SIGNATURES AND SEALS.

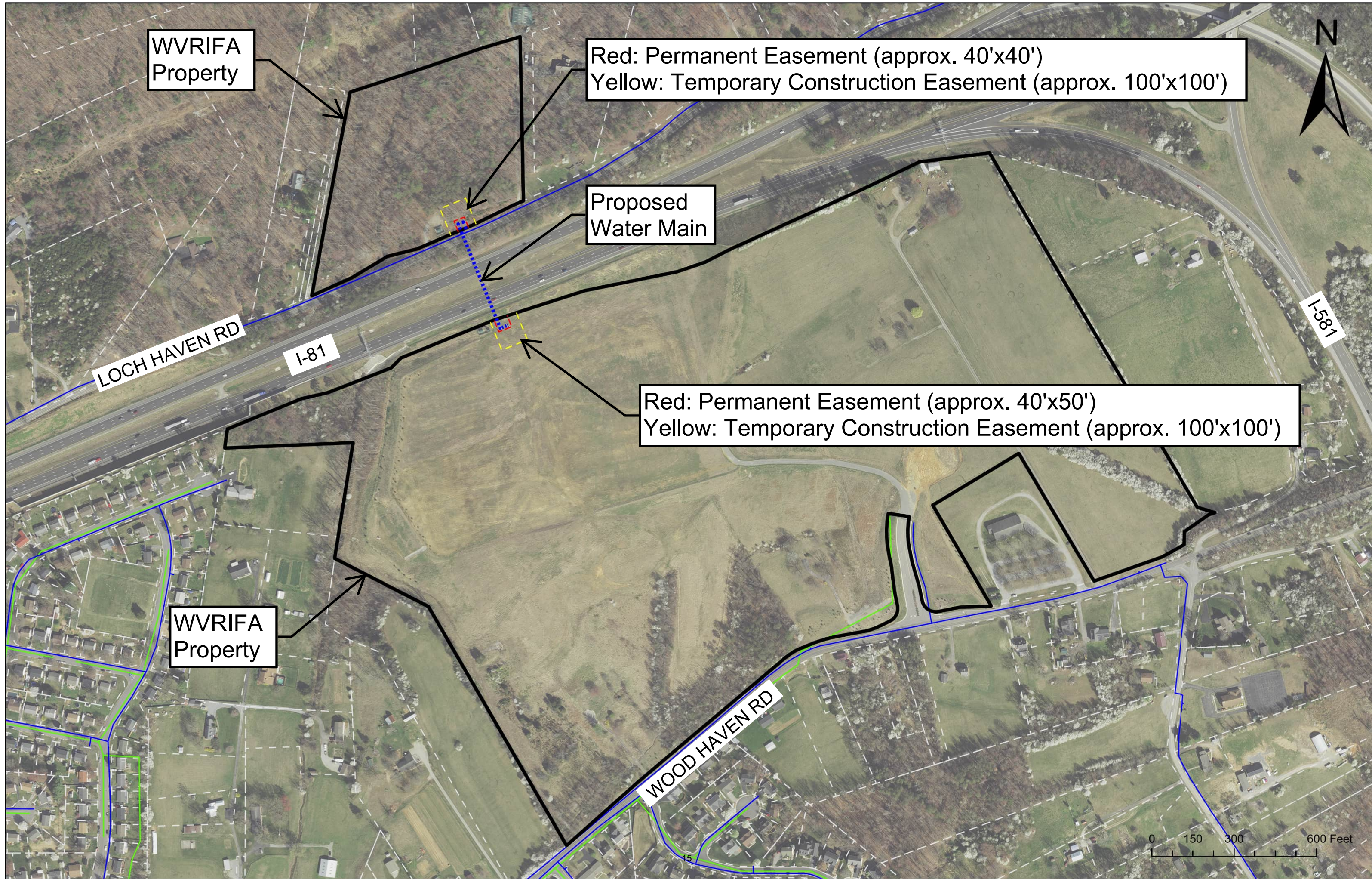
OWNER OR REPRESENTATIVE: _____ DATE: _____
WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY



94 GREENFIELD STREET
DALEVILLE, VIRGINIA 24083
540.473.1253



DRAWN	NDB	1"-80'	1 of 1
CHECKED	JSC	12/28/2023	
APPROVED		PROJECT: 23088	



WVRIFA
Property

Red: Permanent Easement (approx. 40'x40')
Yellow: Temporary Construction Easement (approx. 100'x100')

Proposed
Water Main

LOCH HAVEN RD

I-81

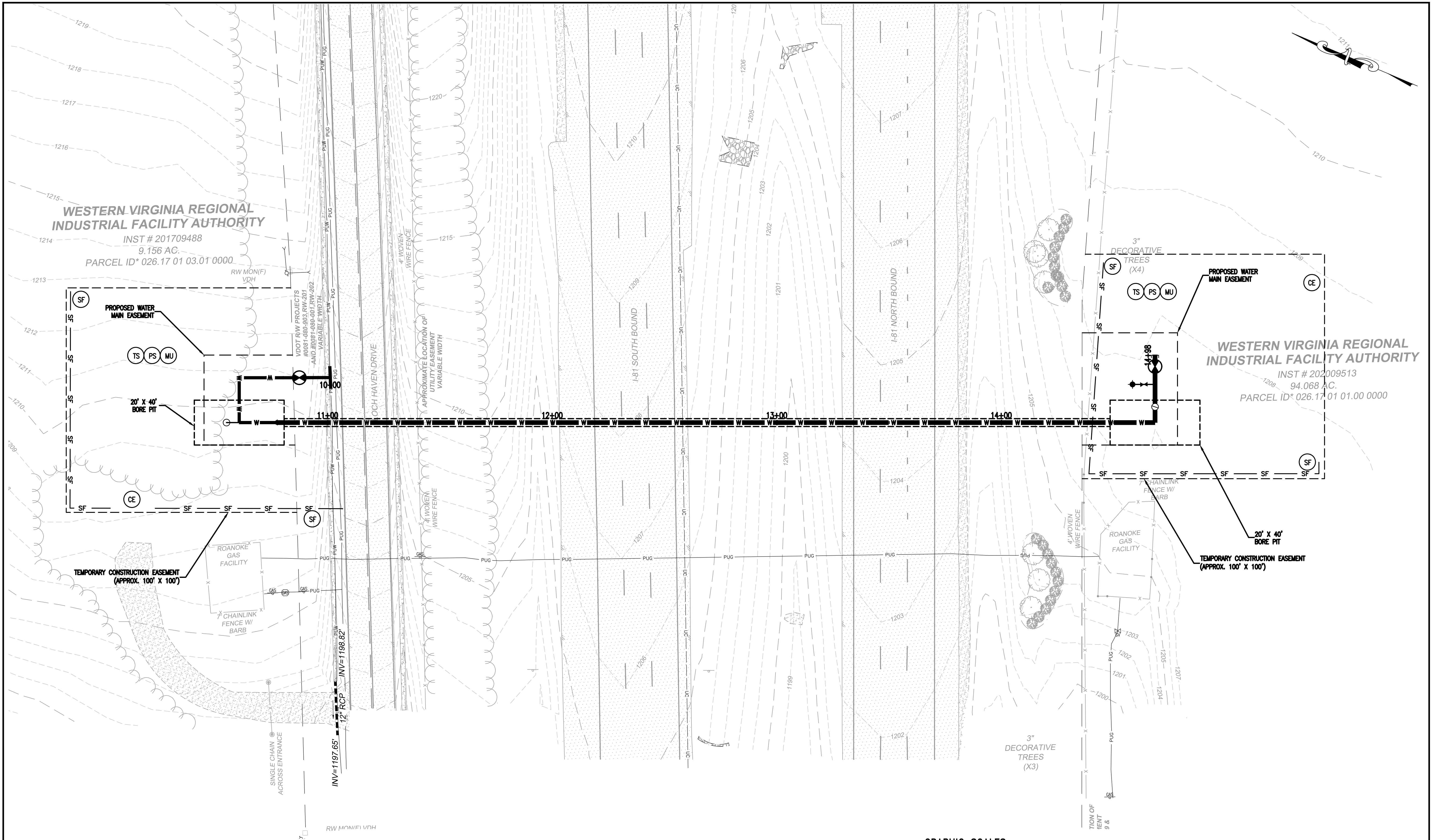
I-581

Red: Permanent Easement (approx. 40'x50')
Yellow: Temporary Construction Easement (approx. 100'x100')

WVRIFA
Property

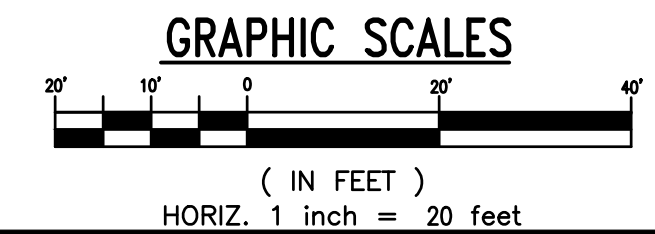
WOOD HAVEN RD

0 150 300 600 Feet



WESTERN VIRGINIA WATER AUTHORITY
 601 South Jefferson Street, Suite 300
 Roanoke, Virginia 24011

DES: **BF** SCALE: **AS SHOWN**
 DRAWN: **JES** HORIZ: **1" = 20'**
 CHECK: **PJM** VERT: **N/A**
 DATE: **2/16/24**

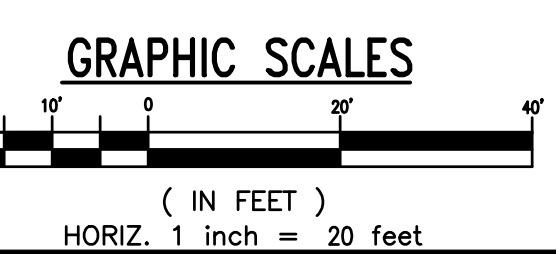


**WOOD HAVEN TECHNOLOGY PARK
 WATER SERVICE EXTENSION**

**CONSTRUCTION STAGING AREA
 AND
 EROSION AND SEDIMENT CONTROLS**

DRAWING **C1-02** SHEET **6**

REV	DATE	DESCRIPTION



WESTERN VIRGINIA WATER AUTHORITY
601 South Jefferson Street, Suite 300
Roanoke, Virginia 24011

DES: BF	SCALE: AS SHOWN
DRAWN: JES	HORIZ: 1" = 20'
CHECK: PJM	VERT: N/A
DATE: 2/16/24	

**WOOD HAVEN TECHNOLOGY PARK
WATER SERVICE EXTENSION**

REV	DATE	DESCRIPTION	DRAWING	SHEET
			CONSTRUCTION STAGING AREA AND EROSION AND SEDIMENT CONTROLS	6
			C1-02	

Consideration: \$1.00, see exemption below

Prepared and Recorded By:
Western Virginia Water Authority
601 S. Jefferson St., Suite 300
Roanoke, Virginia 24011

Tax Map No. 026.17-01-01.00-0000

Return to same address noted above

This Deed is exempt (i) from recordation taxes pursuant to Section 58.1-811 (A)(3) and (C)(5) of the Code of Virginia (1950), as amended, and (ii) from the payment of Clerk's fees pursuant to Section 17.1-266 of the Code of Virginia (1950), as amended.

NOTICE TO THE CLERK: When indexing this instrument, please refer to the Western Virginia Water Authority Wood Haven Technology Park Water Service Extension project

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2024, by and between **WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a regional industrial facility authority created pursuant to the Virginia Regional Industrial Facilities Act, Chapter 64 of Title 14.2 of the Code of Virginia (1950), as amended ("Grantor"); and the **WESTERN VIRGINIA WATER AUTHORITY**, a water and sewer authority created pursuant to Chapter 51 of Title 15.2 of the Code of Virginia (1950), as amended ("Grantee").

: W I T N E S S E T H :

That for and in consideration of the sum of One Dollar (\$1.00), paid in hand at and with the execution and delivery of this Easement Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY with General Warranty and Modern English Covenants of Title unto the Grantee, its successors and assigns, the following described easements, to-wit:

A new variable width RIGHT and EASEMENT and a variable width temporary construction easement, to construct, install, improve, operate, inspect, use, maintain, repair or replace a water line or lines together with related improvements including slope(s), if applicable (collectively, the "easement"), together with the right of ingress and egress thereto from a public road, upon, over, under, and across those tracts or parcels of land belonging to the Grantor, acquired by deed dated August 14, 2020, and recorded in the Clerk's Office for Circuit Court of the County of Roanoke, Virginia, as Instrument Number 202009513, and designated on the Land Records as Tax Map No. 026.17-01-01.00-0000 (the "Property"). The location of said easement is generally described on the exhibit attached hereto as "Exhibit A" and by this reference made a part hereof, and more particularly described as being centered over the constructed water line or lines.

The Grantee agrees to restore and repair any actual damage to Grantor's property which may be directly caused by the construction, reconstruction, or maintenance of said project except as hereinafter provided. The Grantor agrees that the Grantee will not be expected to restore the Property to the identical original condition, but rather as near thereto as is practicable to the condition at the time the easement was granted, and that the Grantor will cooperate with the Grantee in effectuating such restoration.

It is expressly agreed between the parties hereto that the Grantee and its agents shall have the right to inspect the easement herein granted and to cut, clear, and remove all undergrowth, obstructions, or improvements lying within, upon, or adjacent to said easement, that in any way endangers or interferes with the proper use of the same. The Grantor covenants that no building or structure shall be erected upon or within the easement herein granted or placed in such location as to render said easement inaccessible. In the event that this covenant is violated, the Grantee shall not be obligated to repair, replace, or otherwise be responsible for such improvements if damaged or removed.

The Grantor acknowledges that the plans for the aforesaid project as they affect the Property have been fully explained to Grantor or Grantor's authorized representative. The fixtures, facilities, lines, utilities, and any other improvements placed upon, under, or across the Property by

the Grantee or its assigns and further grantees shall remain the property of the Grantee or its assigns and further grantees. The easement herein granted is in addition to, and not in lieu of, any easement or right-of-way now in existence or which may be acquired in the future.

The Grantor covenants and agrees for themselves, and for their heirs, successors, successors in title, executors, legal representatives and assigns that the consideration aforementioned and the covenants herein shall be in lieu of any and all claims to compensation and damages by reason of the location, construction, operation, maintenance, or reconstruction of or within the easement herein granted.

The grant and provision of this Easement Agreement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns forever.

To have and to hold unto the Grantee, its successors and assigns forever.

WITNESS the following signature(s):

GRANTOR: WESTERN VIRGINIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF ROANOKE to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, its _____, on behalf of said entity, Grantor.

Notary Public

My Commission Expires: _____ My Registration Number is: _____

GRANTEE: WESTERN VIRGINIA WATER AUTHORITY

By: _____

Dr. Irene "Tasha" Okioga, P.E., PhD. DBIA, LEED AP, ENV SP
Title: Director – Engineering Services

COMMONWEALTH OF VIRGINIA

CITY OF ROANOKE to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Dr. Irene "Tasha" Okioga, P.E., PhD. DBIA, LEED AP, ENV SP, Director of Engineering Services for the Western Virginia Water Authority, on behalf of said corporation, Grantee.

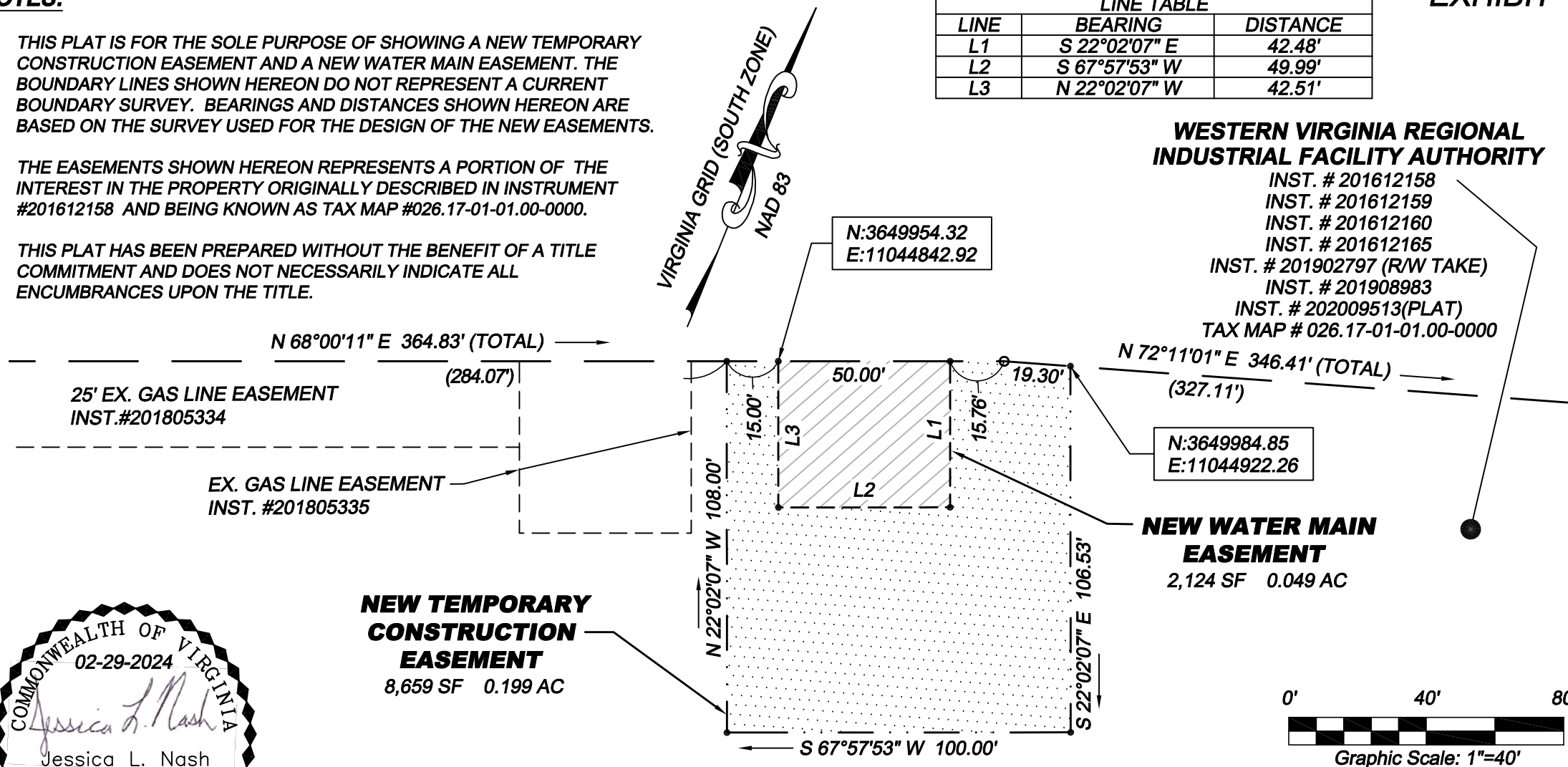
Notary Public

My Commission Expires: _____ My Registration Number is: _____

NOTES:

1. THIS PLAT IS FOR THE SOLE PURPOSE OF SHOWING A NEW TEMPORARY CONSTRUCTION EASEMENT AND A NEW WATER MAIN EASEMENT. THE BOUNDARY LINES SHOWN HEREON DO NOT REPRESENT A CURRENT BOUNDARY SURVEY. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE SURVEY USED FOR THE DESIGN OF THE NEW EASEMENTS.
2. THE EASEMENTS SHOWN HEREON REPRESENTS A PORTION OF THE INTEREST IN THE PROPERTY ORIGINALLY DESCRIBED IN INSTRUMENT #201612158 AND BEING KNOWN AS TAX MAP #026.17-01-01.00-0000.
3. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES UPON THE TITLE.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 22°02'07" E	42.48'
L2	S 67°57'53" W	49.99'
L3	N 22°02'07" W	42.51'



WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

INST. # 201612158
 INST. # 201612159
 INST. # 201612160
 INST. # 201612165
 INST. # 201902797 (R/W TAKE)
 INST. # 201908983
 INST. # 202009513(PLAT)
 TAX MAP # 026.17-01-01.00-0000



DATED: 02-29-2024

H&B SURVEYING and MAPPING, LLC.
 JESSICA L. NASH, LS * VA SURVEYOR'S LIC. NO.: 002929
 2105 ELECTRIC RD. SW. SUITE 103, ROANOKE, VA 23224
 OFFICE: (540) 904-2559

PLAT SHOWING THE LOCATION OF A NEW TEMPORARY CONSTRUCTION EASEMENT AND A NEW WATER MAIN EASEMENT TO BE ACQUIRED THROUGH THE PROPERTY OF **WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY** IN ROANOKE COUNTY, VIRGINIA



Consideration: \$1.00, see exemption below

Prepared and Recorded By:
Western Virginia Water Authority
601 S. Jefferson St., Suite 300
Roanoke, Virginia 24011

Tax Map No. 026.17-01-03.01-0000

Return to same address noted above

This Deed is exempt (i) from recordation taxes pursuant to Section 58.1-811 (A)(3) and (C)(5) of the Code of Virginia (1950), as amended, and (ii) from the payment of Clerk's fees pursuant to Section 17.1-266 of the Code of Virginia (1950), as amended.

NOTICE TO THE CLERK: When indexing this instrument, please refer to the Western Virginia Water Authority Wood Haven Technology Park Water Service Extension project

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2024, by and between **WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a regional industrial facility authority created pursuant to the Virginia Regional Industrial Facilities Act, Chapter 64 of Title 14.2 of the Code of Virginia (1950), as amended ("Grantor"); and the **WESTERN VIRGINIA WATER AUTHORITY**, a water and sewer authority created pursuant to Chapter 51 of Title 15.2 of the Code of Virginia (1950), as amended ("Grantee").

: W I T N E S S E T H :

That for and in consideration of the sum of One Dollar (\$1.00), paid in hand at and with the execution and delivery of this Easement Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Grantor does hereby GRANT and CONVEY with General Warranty and Modern English Covenants of Title unto the Grantee, its successors and assigns, the following described easements, to-wit:

A new variable width RIGHT and EASEMENT and a variable width temporary construction easement, to construct, install, improve, operate, inspect, use, maintain, repair or replace a water line or lines together with related improvements including slope(s), if applicable (collectively, the "easement"), together with the right of ingress and egress thereto from a public road, upon, over, under, and across those tracts or parcels of land belonging to the Grantor, acquired by deed dated June 28, 2017, and recorded in the Clerk's Office for Circuit Court of the County of Roanoke, Virginia, as Instrument Number 201709488, and designated on the Land Records as Tax Map No. 026.17-01-03.01-0000 (the "Property"). The location of said easement is generally described on the exhibit attached hereto as "Exhibit A" and by this reference made a part hereof, and more particularly described as being centered over the constructed water line or lines.

The Grantee agrees to restore and repair any actual damage to Grantor's property which may be directly caused by the construction, reconstruction, or maintenance of said project except as hereinafter provided. The Grantor agrees that the Grantee will not be expected to restore the Property to the identical original condition, but rather as near thereto as is practicable to the condition at the time the easement was granted, and that the Grantor will cooperate with the Grantee in effectuating such restoration.

It is expressly agreed between the parties hereto that the Grantee and its agents shall have the right to inspect the easement herein granted and to cut, clear, and remove all undergrowth, obstructions, or improvements lying within, upon, or adjacent to said easement, that in any way endangers or interferes with the proper use of the same. The Grantor covenants that no building or structure shall be erected upon or within the easement herein granted or placed in such location as to render said easement inaccessible. In the event that this covenant is violated, the Grantee shall not be obligated to repair, replace, or otherwise be responsible for such improvements if damaged or removed.

The Grantor acknowledges that the plans for the aforesaid project as they affect the Property have been fully explained to Grantor or Grantor's authorized representative. The fixtures, facilities, lines, utilities, and any other improvements placed upon, under, or across the Property by

the Grantee or its assigns and further grantees shall remain the property of the Grantee or its assigns and further grantees. The easement herein granted is in addition to, and not in lieu of, any easement or right-of-way now in existence or which may be acquired in the future.

The Grantor covenants and agrees for themselves, and for their heirs, successors, successors in title, executors, legal representatives and assigns that the consideration aforementioned and the covenants herein shall be in lieu of any and all claims to compensation and damages by reason of the location, construction, operation, maintenance, or reconstruction of or within the easement herein granted.

The grant and provision of this Easement Agreement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns forever.

To have and to hold unto the Grantee, its successors and assigns forever.

WITNESS the following signature(s):

GRANTOR: WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF ROANOKE to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, its _____, on behalf of said entity, Grantor.

Notary Public

My Commission Expires:_____ My Registration Number is:_____

GRANTEE: WESTERN VIRGINIA WATER AUTHORITY

By: _____

Dr. Irene “Tasha” Okioga, P.E., PhD. DBIA, LEED AP, ENV SP
Title: Director – Engineering Services

COMMONWEALTH OF VIRGINIA

CITY OF ROANOKE to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Dr. Irene “Tasha” Okioga, P.E., PhD. DBIA, LEED AP, ENV SP, Director of Engineering Services for the Western Virginia Water Authority, on behalf of said corporation, Grantee.

Notary Public

My Commission Expires:_____ My Registration Number is:_____

NOTES:

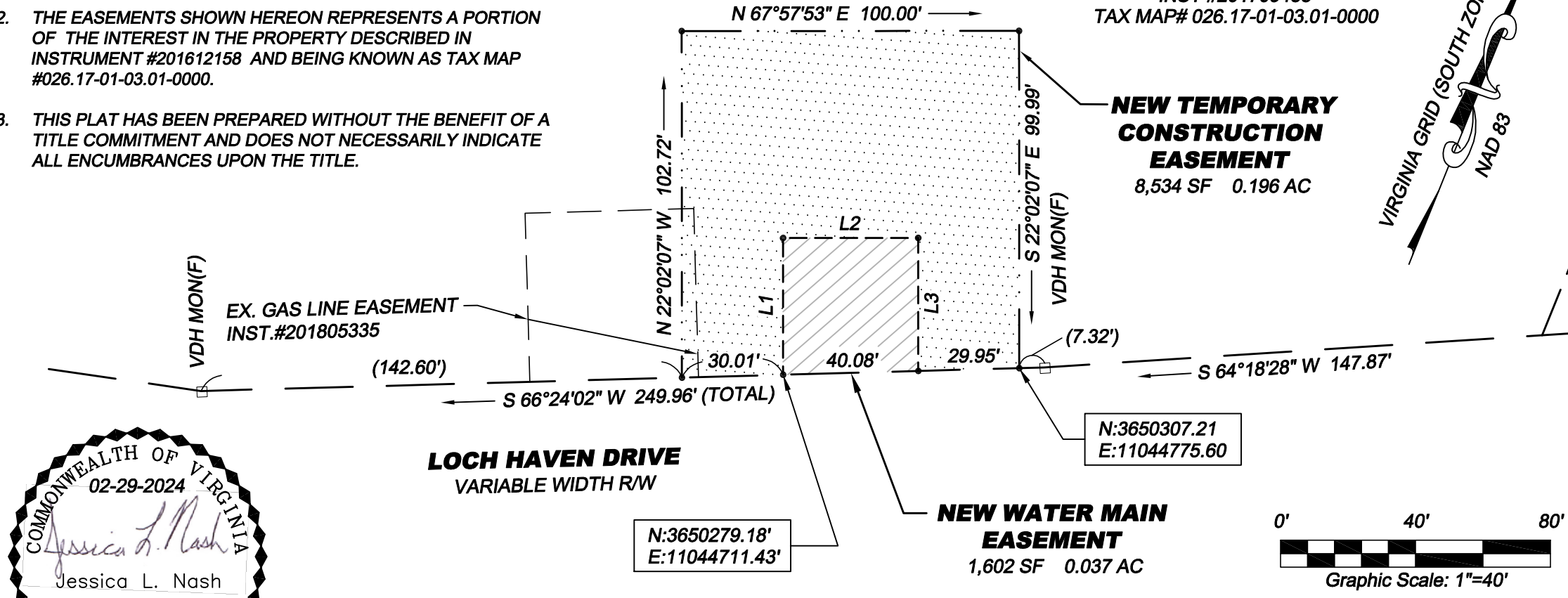
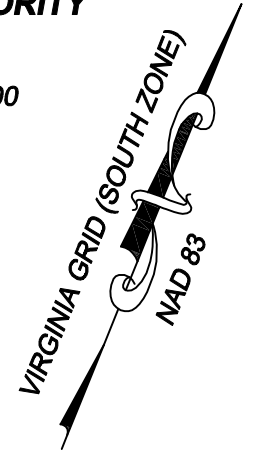
1. THIS PLAT IS FOR THE SOLE PURPOSE OF SHOWING A NEW TEMPORARY CONSTRUCTION EASEMENT AND A NEW WATER MAIN EASEMENT. THE BOUNDARY LINES SHOWN HEREON DO NOT REPRESENT A CURRENT BOUNDARY SURVEY. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE SURVEY USED FOR THE DESIGN OF THE NEW EASEMENTS.
2. THE EASEMENTS SHOWN HEREON REPRESENTS A PORTION OF THE INTEREST IN THE PROPERTY DESCRIBED IN INSTRUMENT #201612158 AND BEING KNOWN AS TAX MAP #026.17-01-03.01-0000.
3. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES UPON THE TITLE.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 22°02'07" W	40.53'
L2	N 67°57'53" E	40.06'
L3	S 22°02'07" E	39.44'

EXHIBIT A

WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

INST # 201612158
 INST #201709488
 TAX MAP# 026.17-01-03.01-0000



DATED: 02-29-2024

H&B SURVEYING and MAPPING, LLC.
 JESSICA L. NASH, LS * VA SURVEYOR'S LIC. NO.: 002929
 2105 ELECTRIC RD. SW. SUITE 103, ROANOKE, VA 23224
 OFFICE: (540) 904-2559

PLAT SHOWING THE LOCATION OF A NEW TEMPORARY CONSTRUCTION EASEMENT AND A NEW WATER MAIN EASEMENT TO BE ACQUIRED THROUGH THE PROPERTY OF **WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY** IN ROANOKE COUNTY, VIRGINIA

WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

PARTICIPATION COMMITTEE Wood Haven Road Project

February 29, 2024

Dear Participation Committee Members:

This is to request a Closed Meeting during the next scheduled meeting of the WVRIFA Participation Committee on Friday, March 8, 2024 at 10:00 a.m. at the Roanoke Valley-Alleghany Regional Commission (Top Floor Conference Room), 313 Luck Ave., SW, Roanoke, VA 24016.

The Closed Meeting is pursuant to Section 2.2-2711 A. 5. of the Code of Virginia, 1950, as amended, for the purpose of discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

The Closed Meeting is pursuant to Section 2.2-3711. A. 6. of the Code of Virginia, 1950 as amended, for the purpose of discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the Authority would be adversely affected.

Sincerely,

Bob Cowell
Chair
WVRIFA Participation Committee

CERTIFICATION RESOLUTION

RESOLUTION CERTIFYING CLOSED MEETING WAS HELD IN CONFORMITY WITH THE CODE OF VIRGINIA

WHEREAS, the WVRIFA Participation Committee has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the WVRIFA Participation Committee that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED, that the WVRIFA Participation Committee hereby certifies that, to the best of each member's knowledge:

1. Only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting which this certification resolution applies; and
2. Only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the WVRIFA Participation Committee.

The 8th day of March 2024