

EXHIBIT B to Invitation For Bid No. 415

FORM OF CONTRACT OF PURCHASE AND SALE

CONTRACT OF PURCHASE AND SALE

THIS CONTRACT OF PURCHASE AND SALE (the “Contract”) is made as of the _____ day of _____, 2025, between **RIVANNA WATER AND SEWER AUTHORITY**, a body politic and corporate created pursuant to the Virginia Water and Waste Authorities Act, whose address is 695 Moores Creek Lane, Charlottesville, Virginia, owner of record of the Property sold herein (collectively the “Seller”), and _____, whose address is _____ (collectively, if applicable, the “Purchaser”).

1. **INCORPORATION OF BID INTO CONTRACT.** This Contract is made pursuant to Seller’s Invitation For Bid No. 415, dated April 21, 2025, pertaining to the sale of the Property (as the Property is defined herein) (the “Invitation for Bid”). Purchaser submitted a bid in response to the Invitation for Bid, a copy of which is attached hereto and incorporated herein and made a part of this Contract as Exhibit B-1 (the “Purchaser’s Bid”), and Seller has notified Purchaser that it is the successful bidder pursuant to an Award Letter of even date herewith (the “Award Letter”). Any terms, conditions, or provisions in Purchaser’s Bid that are not expressly referenced in this Contract shall expressly survive Settlement and thereafter be enforceable by Seller.

2. **REAL PROPERTY.** Purchaser agrees to buy, and Seller agrees to sell the vacant land and improvements thereon and appurtenances thereto, the real property located in Albemarle County, Virginia, having a street address of 1706 Buck Mountain Road, Earlysville, VA, identified as Albemarle County tax map parcel 30-35B, containing 2.18 acres (the “Property”). The Property is further shown as “REVISED T.M. 30-35B 2.18 ACRES” on a boundary line adjustment plat entitled “Boundary Line Adjustment Plat, Revised T.M. 30-35B, containing 2.18 Acres (Note: The dwelling shown on the plat has been demolished and removed from the property), Parcel X, containing 4.53 Acres & Parcel Y, containing 0.17 Acre, Portions of T.M. 30-35B, the Property of Rivanna Water and Sewer Authority being added to and combined with T.M. 30-1A, the Property of Rivanna Water and Sewer Authority located on State Route 665 (Buck Mountain Road), White Hall Magisterial District, Albemarle County, Virginia,” dated November 29, 2023, last revised July 17, 2024, and prepared by Roger W. Ray & Associates, Inc. (the “Boundary Line Adjustment Plat”), which Boundary Line Adjustment Plat was in the Clerk’s Office of the Circuit Court of Albemarle County, Virginia on September 11, 2024, as Instrument No. 202400007676, a copy of which is attached hereto, incorporated herein, and made a part hereof as Exhibit B-2.

3. **PERSONAL PROPERTY.** The following personal property is included in this sale: Any personal property that may be located at the Property as of the date of this Contract (if any), in its “as-is, where-is” condition. Seller makes no warranty, express or implied with regard to any

items of personal property, and any such personal property is expressly subject to the terms of paragraph 12 herein.

4. PURCHASE PRICE. The purchase price of the Property is _____ DOLLARS (\$ _____) (the "Purchase Price"), which shall be paid to the Settlement Agent chosen by Purchaser at Settlement (as hereinafter defined) by wired funds, subject to the prorations described herein and/or from the following sources:

\$ 1,000.00 DEPOSIT: See paragraph 5.

\$ _____ BALANCE OF THE PURCHASE PRICE. To be paid by Purchaser at Settlement by wired funds.

\$ _____ TOTAL PURCHASE PRICE.

5. DEPOSIT. Purchaser has made a deposit with Seller of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) (the "Deposit") in the form of a check. The Deposit shall be held in escrow initially by Seller in a non-interest-bearing account, and then delivered to the Settlement Agent within five (5) business days after Purchaser provides Seller with the name and contact information of the Settlement Agent, pursuant to paragraph 7 herein. The Settlement Agent shall thereafter hold the Deposit in escrow until Settlement at which time it shall be applied to the Purchase Price.

If this transaction is not consummated, then except as may be otherwise required by any applicable law or regulation, the Settlement Agent shall hold the Deposit in escrow until (1) all parties to the transaction have agreed in writing to the disposition thereof, or (2) a court of competent jurisdiction orders disbursement by a final order of the court following the expiration of the appeal period; if the matter is appealed, the Settlement Agent, unless otherwise ordered by a court of competent jurisdiction following the notice of appeal, and upon receipt of refunding bonds from the parties receiving the funds, shall continue to hold the Deposit pending the appeal, or (3) the Settlement Agent can pay the funds to the party who is entitled to receive them in accordance with the explicit terms of this Contract. In the latter event, prior to disbursement, the Settlement Agent shall give written notice to all parties by either (i) hand delivery receipted for the addressee, or (ii) by regular and certified mail, that this payment will be made unless a written protest is received by the Settlement Agent within thirty (30) calendar days of the delivery or mailing, as appropriate, of the notice, in which event the Deposit will be held in accordance with the terms of this Contract.

6. EXPENSES; PRORATIONS; ROLLBACK TAXES. Seller agrees to pay the costs of preparing the deed, preparing the certificates and affidavits referenced in paragraph 13(n) herein, the recordation tax applicable to grantors, and Seller's attorney's fees. Except as otherwise expressly provided herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth herein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs, and fees of Purchaser's attorney and Settlement Agent, shall be borne by Purchaser.

All taxes, assessments, and interest, if any, shall be prorated as of Settlement. Seller shall pay no more than TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) in conjunction with escrow, closing, or settlement services as defined in Virginia Code Section 55.1-1000 unless otherwise approved by Seller in writing. Purchaser shall pay any costs in excess of this amount charged by the Settlement Agent. Seller reserves the right to retain an attorney of its choosing and at its expense, to draft the deed and represent Seller by providing services other than those defined as escrow, closing, or settlement services in Virginia Code Section 55.1-1000. Any rollback taxes owed as a result of this Contract and the transaction set forth herein shall be paid by Seller, which obligation by Seller shall survive Settlement.

7. TITLE. At Settlement, Seller shall convey good and marketable title to the Property to Purchaser by Special Warranty Deed, free of all liens, defects, and tenancies, which shall be subject to (a) real estate taxes not yet due and payable; (b) any utility easements of record serving the Property; and (c) all other matters of record which may affect the Property.

If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within sixty (60) calendar days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser at the expiration of such sixty (60) day period, at which time the Deposit shall be returned to Purchaser. Upon the return of the Deposit, this Contract shall be terminated and shall have no further force or effect, and both Seller and Purchaser shall thereafter be relieved from any and all liability under this Contract, except for those matters which shall survive termination of this Contract as expressly provided herein. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph 7.

8. SETTLEMENT AND POSSESSION. Settlement shall be made at the office of Purchaser's attorney or Settlement Agent in the jurisdiction wherein the Property is located no later than the date that is sixty (60) calendar days after this Contract is approved by the Seller's Board of Directors, time being of the essence ("Settlement"). Within five (5) business days after delivery of the Award Letter, Purchaser shall notify Seller of its selection of Settlement Agent, including contract information therefor. Possession shall be given at Settlement, unless otherwise agreed in writing by the parties.

9. BROKERS. Seller and Purchaser each represent and warrant to each other that it did not deal or consult with any broker or agent, real estate or otherwise, in connection with this Contract and the transaction contemplated hereby, other than as expressly listed below:

Seller: NONE

Purchaser: _____
("Purchaser's Broker"). If Purchaser has not worked with any broker or agent, Purchaser should insert the word "NONE" in the line above.

Seller agrees to pay Purchaser's Broker a fee equal to One Percent (1%) of the Purchase Price. Purchaser shall compensate Purchaser's Broker (as applicable) pursuant to a separate agreement

between Purchaser and Purchaser's Broker, and except as expressly provided herein, Seller shall have no obligation for any broker or agent fees or commissions of any kind, without exception. Each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees and court costs, that may arise by reason of any claim, demand or suit of any agent or broker arising out of the facts constituting a breach of the foregoing representations and warranties. The foregoing indemnification shall survive Settlement or any termination of this Contract.

10. RISK OF LOSS. All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause, or taking by eminent domain is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property occurring between the date this Contract is approved by the Seller's Board of Directors and Settlement, Purchaser shall have the option of either (1) terminating this Contract and recovering the Deposit, or (2) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance applicable to the Property.

11. DEFAULT.

(a) SELLER DEFAULT; PURCHASER'S REMEDIES. In the event that Seller shall be in material default hereunder for any reason other than Purchaser's default, Purchaser may deliver a written notice to Seller stating with particularity the alleged material default of Seller, the action required by Seller to cure such alleged material default, and Purchaser's intent to exercise its remedies provided below if the alleged material default is not cured. Seller shall have five (5) business days after receipt of such notice to cure the alleged material default to Purchaser's reasonable satisfaction (and the Settlement Date shall be delayed, if necessary, until the end of such five (5) day period). In the event such alleged material default is not cured within such five (5) day period, then Purchaser may elect, as its sole and exclusive remedy, to seek to enforce specific performance only for failure to cause the Property to be conveyed in accordance with the terms and provisions hereof or to terminate this Contract by written notice to Seller, whereupon Purchaser shall be entitled to a full refund of the Deposit. It is expressly understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder other than a failure to cause the Property to be conveyed in accordance with the terms and provisions of this Contract. Purchaser hereby expressly waives its rights to seek damages in the event of Seller's default hereunder. Purchaser shall be deemed to have elected to terminate this Contract if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located on or before sixty (60) calendar days following the date upon which the Settlement was to have occurred.

(b) PURCHASER DEFAULT; SELLER'S REMEDIES. In the event that Purchaser shall be in material default hereunder for any reason other than Seller's default, Seller may deliver a written notice to Purchaser stating with particularity the alleged material default of Purchaser, the action required by Purchaser to cure such alleged material default and Seller's intent to terminate this Contract if the alleged material default is not cured. Purchaser shall have five (5) business days after receipt of such notice to cure the alleged material default to Seller's reasonable satisfaction (and the Settlement Date shall be delayed, if necessary, until the end of

such five (5) day period). In the event such alleged material default is not cured within such five (5) day period, then Seller may, as Seller's sole and exclusive remedy for such alleged material default, terminate this Contract by written notice to Purchaser, whereupon Seller shall be entitled to the Deposit. Seller hereby expressly waives its rights to seek damages in the event of Purchaser's default hereunder.

12. AS-IS, WHERE-IS SALE. Seller makes no express or implied representation or warranty of any kind whatsoever with respect to the Property, without exception, and Purchaser is acquiring the Property **"AS-IS"** AND **"WHERE-IS"**, **WITHOUT REPRESENTATION OR WARRANTY, EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS CONTRACT AND EXCEPT AS MAY EXPRESSLY BE SET FORTH IN ANY DOCUMENTATION EXECUTED AND DELIVERED AT SETTLEMENT**. Except as expressly set forth herein and except as may be set forth in any documentation executed and delivered at Settlement, Seller hereby specifically disclaims any representation or warranty, express or implied, including, without limitation, those concerning (a) the nature and condition of the Property and the suitability of the Property for any and all activities and uses which Purchaser may elect to conduct thereon, (b) the manner, construction, condition and state of repair or lack of repair of any improvements located on, or comprising, the Property or part thereof, and (c) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any government or other body, including, but not limited to, the Americans with Disability Act and other laws regarding access for handicapped persons. The sale of the Property is made on an **"AS IS"** AND **"WHERE IS"** basis, and Purchaser expressly acknowledges that, in consideration of the agreements of Seller herein, except as otherwise expressly set forth herein and except as may expressly be set forth in any documentation executed and delivered at Settlement, **SELLER HAS NOT MADE, AND DOES NOT MAKE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECT, ANY IMPROVEMENTS, ANY PERSONAL PROPERTY, SOIL CONDITIONS OR THE PRESENCE OR RELEASE OF HAZARDOUS MATERIALS**. This paragraph 12 shall survive Settlement.

13. MISCELLANEOUS.

(a). GOVERNING LAW. This Contract and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia.

(b). NOTICES. All notices required hereunder shall be in writing and delivered by email, certified mail, return receipt requested, postage prepaid, or by overnight courier service such as Federal Express, or shall be personally delivered at the address shown below, or such other address as the party may specify by giving notice. Notices, demands, documents and requests by Seller or Purchaser shall be deemed received (i) five (5) business days after the date of mailing if sent by certified mail, (ii) the next business day if sent by overnight courier, (iii) on the date of delivery if personally delivered, and (iv) at the time of being sent by email provided

such email was sent prior to 5:00 p.m. Eastern Standard Time. Notices shall be delivered to the following addresses:

If to Seller: Rivanna Water & Sewer Authority
695 Moores Creek Lane
Charlottesville, VA 22902
Attn: William I. Mawyer, Jr., P.E,
Executive Director
Email: LWood@rivanna.org

With a copy to: Valerie W. Long, Esq.
Williams Mullen
323 2nd Street, SE
Suite 900
Charlottesville, VA 22902
Email: vlong@williamsmullen.com

If to Buyer: _____

Attn: _____
Email: _____

With a copy to: _____

Attn: _____
Email: _____

(c). COUNTERPARTS. To facilitate execution, this Contract may be executed in as many counterparts as may be required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind each party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto.

(d). ASSIGNMENT. This Contract may not be assigned by Purchaser without the prior written consent of the Seller, which consent may be withheld in Seller's sole discretion, provided, however, that Purchaser may assign this Contract without the Seller's consent to an entity owned by and controlled by Purchaser, provided that Purchaser shall remain liable for all of the obligations of the Purchaser under this Contract until Settlement.

(e). ENTIRE AGREEMENT. This Contract represents the entire agreement between the parties with respect to the transaction contemplated herein, and no prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties shall have any force or effect, and this Contract may not be modified in whole or in part except by written instrument executed by the parties.

(f). GOVERNING LAW. This Contract shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties

(g). MERGER. Unless otherwise expressly provided herein, the representations and warranties made by Seller herein and all other provisions of this Contract shall be deemed merged into the deed delivered at Settlement and shall not survive Settlement.

(h). NO WAIVER. No failure or delay of any party to exercise any right or power given said party hereunder or to insist upon strict compliance by another party with his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a modification hereof or a waiver of any party's right to demand strict compliance with the terms hereof.

(i). EXTENSION TO NEXT BUSINESS DAY. In the event the time period within which any right, option, or election provided in this Contract must be exercised or by which any acts or payments required herein must be performed or paid, or by which any notice must be given, or by which Settlement must be held, expires on a day which is not a business day, then such time period shall automatically be extended to the same time on the next business day.

(j). FURTHER ASSURANCES. The parties hereto covenant and agree to do such further acts and things, and to execute and deliver such additional agreements, documents, and instruments as may be reasonably necessary from time to time (whether prior or subsequent to Settlement) to implement the terms of this Contract. The provisions of this paragraph 13(j) shall survive Closing.

(k). SEVERABILITY. If any portion of this Contract becomes or is held to be illegal, null or void or against public policy, for any reason, then the remaining portions of this Contract will not be affected thereby and will remain in force and effect to the fullest extent permissible by law.

(l). WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION HERewith OR ANY OF THE MATTERS ADDRESSED HEREIN. EACH OF THE PARTIES ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY AND HAS BEEN MADE AFTER CONSULTING LEGAL COUNSEL.

(m). BINDING EFFECT. This Contract shall inure to the benefit of and bind the respective successors and, to the extent permitted, assigns of the parties hereto.

(n). AFFIDAVITS AND CERTIFICATES. At Settlement Seller shall deliver to Purchaser an affidavit on a form reasonably acceptable to Purchaser's title insurance company, if applicable, signed by the Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property or, if labor or materials have been furnished during the statutory period, that the costs thereof have been paid. Seller shall also deliver to Purchaser the applicable non-foreign status and state residency certificates and IRS certificates.

(o). FORCE MAJEURE. Neither party will be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

14. ACCEPTANCE. Upon submittal of Purchaser's Bid to Seller in response to the Invitation for Bids, Purchaser is deemed to have signed and delivered this Contract on the terms consistent therewith, which offer shall remain open until Seller's delivery of the Award Letter. The date of the Award Letter shall be deemed the date that Seller accepts this Contract. Within five (5) business days following delivery of the Award Letter, Purchaser shall execute and deliver to Seller a confirming copy of this Contract.

Notwithstanding any other provision of this Contract to the contrary, Seller's acceptance of this Contract is expressly subject to the approval thereof by Seller's Board of Directors. In the event that Seller's Board of Directors does not approve this Contract for any reason, Seller shall send written notice thereof to Purchaser, which notice shall constitute a termination of the Contract, and Settlement Agent shall return the Deposit to Purchaser. Seller and Purchaser shall thereafter be relieved from any and all liability under this Contract, except for those matters which shall survive termination of this Contract as expressly provided herein.

(Signature Page Immediately Follows)

(Signature Page to Contract of Purchase and Sale)

PURCHASER:

Date: _____

Name (please print): _____

Date: _____

Name (please print): _____

SELLER:

RIVANNA WATER AND SEWER AUTHORITY

Date: _____

By: _____
William I. Mawyer, Jr., P.E., Executive Director

EXHIBIT B-1

Copy Of Successful Bidder's Completed Bid Form

EXHIBIT B-2:

Copy of Recorded Boundary Line Adjustment Plat dated November 29, 2023 and last revised July 17, 2024, by Roger Ray & Associates, Inc.

202400007676.003

Prepared by:
VALERIE W. LONG, ESQ.
VSB No. 42968
WILLIAMS MULLEN
323 2ND ST., STE. 900
CHARLOTTESVILLE, VIRGINIA 22902

Tax Map Nos. 30-1A and 30-35B

CERTIFICATE OF PLAT

The attached plat entitled, "BOUNDARY LINE ADJUSTMENT PLAT REVISED T.M. 30-35B, CONTAINING 2.18 ACRES, PARCEL X, CONTAINING 4.53 ACRES & PARCEL Y, CONTAINING 0.17 ACRE, PORTIONS OF T.M. 30-35B THE PROPERTY OF RIVANNA WATER AND SEWER AUTHORITY BEING ADDED TO AND COMBINED WITH T.M. 30-1A, THE PROPERTY OF RIVANNA WATER AND SEWER AUTHORITY LOCATED ON STATE ROUTE 665 (BUCK MOUNTAIN ROAD), WHITE HALL MAGISTERIAL DISTRICT ALBEMARLE COUNTY, VIRGINIA" made by Brian S. Ray, L.S., of Roger W. Ray & Assoc., Inc., dated November 29, 2023, last revised July 17, 2024 (the "Plat"), is hereby submitted for recordation on behalf of the Owner in the Clerk's Office of the Circuit Court of the County of Albemarle, Virginia.

Given under my hand this 11th day of September, 2024.

OWNER:

RIVANNA WATER AND SEWER AUTHORITY, a body corporate and politic formed under the Virginia Water and Waste Authorities Act

By: W. I. Mawyer, Jr. P.E.
William I. Mawyer, Jr., Executive Director

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle County:

The foregoing instrument was acknowledged before me this 11th day of September, 2024, by William I. Mawyer, Jr., Executive Director of the Rivanna Water and Sewer Authority.

Deborah Gumm Anama
Notary Public

Registration Number: 7972678
My commission expires: January 31, 2026

106227444_2



20240007676004

DEDICATION OF THE FOLLOWING DESCRIBED LAND,
REVISED T.M.30-1A AND REVISED T.M.30-35B, IS WITH THE FREE CONSENT
AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER(S),
PROPRIETORS, AND/OR TRUSTEES, IF ANY.

W.T. Mawyer, Jr. P.E.
FOR: RIVANNA WATER AND SEWER AUTHORITY

CITY/COUNTY OF Albemarle County
STATE OF Virginia

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS 2nd DAY OF August

2024 BY William T. Mawyer, Jr., Executive Director
FOR: RIVANNA WATER AND SEWER AUTHORITY

NOTARY PUBLIC Deborah Guinn Hanna # 7972678

MY COMMISSION EXPIRES : January 31, 2026

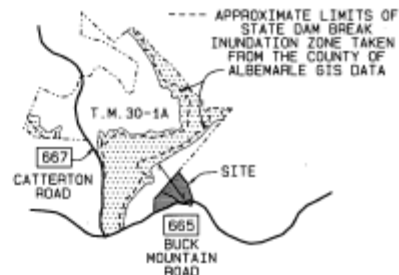


NOTARY SEAL



KEY MAP & VICINITY MAP
SCALE: 1" = 2000' +/-

APPROXIMATE LOCATION OF AREA
WITHIN ZONE A (100 YEAR FLOOD
PLAIN) ACCORDING TO THE FEMA
FLOOD INSURANCE RATE MAPS,
EFFECTIVE DATE FEBRUARY 4, 2005
(COMMUNITY PANEL 510006 012001).



NOTES:

- OWNERS & ADDRESS:
T.M.30-1A & T.M.30-35B
RIVANNA WATER AND SEWER AUTHORITY
695 MOORES CREEK LANE, CHARLOTTESVILLE, VA 22902
- THE BOUNDARY DATA SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.
- SHOULD AN OFFICIAL DETERMINATION OF PARCELS OF RECORD REVEAL THAT ADDITIONAL PARCELS AND/OR DEVELOPMENT RIGHTS EXIST, THE INTENT OF THIS PLAT IS NOT TO COMBINE THESE PARCELS OR EXTINGUISH DEVELOPMENT RIGHTS.
- T.M.30-1A IS SUBJECT TO THE FOLLOWING:
A. EASEMENTS TO VIRGINIA TELEPHONE & TELEGRAPH COMPANY (D.B. 490-350, D.B. 449-370 & D.B. 352-461).
B. A GAS LINE EASEMENT TO THE CITY OF CHARLOTTESVILLE (D.B. 426-214, D.B. 290-417 & D.B. 290-433).
- T.M.30-35B IS SUBJECT TO THE FOLLOWING:
A. EASEMENTS TO VIRGINIA TELEPHONE & TELEGRAPH COMPANY (D.B. 449-404 & D.B. 359-153).
B. A GAS LINE EASEMENT TO THE CITY OF CHARLOTTESVILLE (D.B. 416-112 & D.B. 290-447).
- T.M.30-35B IS SUBJECT TO A GAS LINE EASEMENT TO THE CITY OF CHARLOTTESVILLE INsofar AS IT MAY APPLY (D.B. 304-354).
- NO TITLE REPORT FURNISHED. ALL EASEMENTS KNOWN BY ME ARE SHOWN OR NOTED HEREON. THIS PROPERTY IS SUBJECT TO ANY ADDITIONAL EASEMENTS, UTILITIES, CONDITIONS, AND/OR COVENANTS THAT MAY EXIST.
- ACREAGES BEFORE THIS BOUNDARY LINE ADJUSTMENT PLAT:
T.M.30-1A = 159.95 +/- ACRES (TAXED ACREAGE)
T.M.30-35B = 6.70 ACRES

APPROVED FOR RECORDATION

Jodie Filardo u
AGENT FOR THE BOARD OF SUPERVISORS

6/6/2024
DATE

THE LAND USE NOTES SHOWN ON THIS PLAT ARE IMPOSED AT THE REQUEST OF THE DIRECTOR OF PLANNING. BY PLACING HIS/HER SIGNATURE ON THIS PLAT HE/SHE HAS DEEMED THAT THEY ARE CORRECT AND IN ACCORDANCE WITH THE ALBEMARLE COUNTY ZONING ORDINANCE IN EFFECT THIS DATE. THESE NOTES ARE NOT RESTRICTIVE COVENANTS RUNNING WITH THE LAND AND THEIR APPEARANCE ON THIS PLAT IS NOT INTENDED TO IMPOSE THEM AS SUCH. ANY REFERENCE TO FUTURE DEVELOPMENT RIGHTS SHOWN HEREON IS THEORETICAL.

- T.M.30-1A IS ZONED RA (FLOOD HAZARD OVERLAY)
- T.M.30-35B IS ZONED RA
- TWO DEVELOPMENT RIGHTS ARE BEING ADDED TO REVISED T.M.30-1A WITH THE 4.53 ACRES SHOWN HEREON.
- REVISED T.M.30-35B RETAINS ONE DEVELOPMENT RIGHT AND MAY NOT BE FURTHER DIVIDED.
- ACCORDING TO THE ALBEMARLE COUNTY GIS DATA, REVISED T.M.30-1A & REVISED T.M.30-35B, EACH CONTAIN A BUILDING SITE THAT COMPLIES WITH SECTION 4.2.1 OF THE ALBEMARLE COUNTY ZONING ORDINANCE.
- ACCORDING TO THE ALBEMARLE COUNTY GIS DATA, THESE PROPERTIES ARE NOT LOCATED IN AN AGRICULTURAL-FORESTAL DISTRICT.
- ACCORDING TO THE ALBEMARLE COUNTY GIS DATA, THESE PROPERTIES ARE LOCATED IN A WATER SUPPLY WATERSHED.
- THE STREAMS AND STREAM BUFFERS SHOWN HEREON WERE TAKEN FROM THE ALBEMARLE COUNTY GIS DATA AND SHALL BE MANAGED IN ACCORDANCE WITH THE ALBEMARLE COUNTY WATER PROTECTION ORDINANCE.

BOUNDARY LINE ADJUSTMENT PLAT
REVISED T.M.30-35B, CONTAINING 2.18 ACRES,
PARCEL X, CONTAINING 4.53 ACRES & PARCEL Y, CONTAINING 0.17 ACRE
PORTIONS OF T.M.30-35B
THE PROPERTY OF RIVANNA WATER AND SEWER AUTHORITY
BEING ADDED TO AND COMBINED WITH T.M.30-1A
THE PROPERTY OF RIVANNA WATER AND SEWER AUTHORITY
LOCATED ON STATE ROUTE 665 (BUCK MOUNTAIN ROAD)
WHITE HALL MAGISTERIAL DISTRICT
ALBEMARLE COUNTY, VIRGINIA

SCALE: 1" = 100'

DATE: NOVEMBER 29, 2023

REVISED: JUNE 3, 2024

(TO UPDATE OWNERSHIP OF T.M.30-35B ONLY)

REVISED: JULY 17, 2024

INSTRUMENT # 20240007676
RECORDED ALBEMARLE CO CIRCUIT COURT CLERK'S OFFICE
Sep 11, 2024 AT 11:27 am
JON R. ZUG, CLERK by NEB

FOR:
RIVANNA WATER AND SEWER AUTHORITY

ROGER W. RAY & ASSOC., INC.
683 BERKMAR COURT
CHARLOTTESVILLE, VIRGINIA 22901
TELEPHONE: (434) 293-3195
RAYSURVEYING.COM

GL

SHEET 1 OF 2 15181

202400007576.005

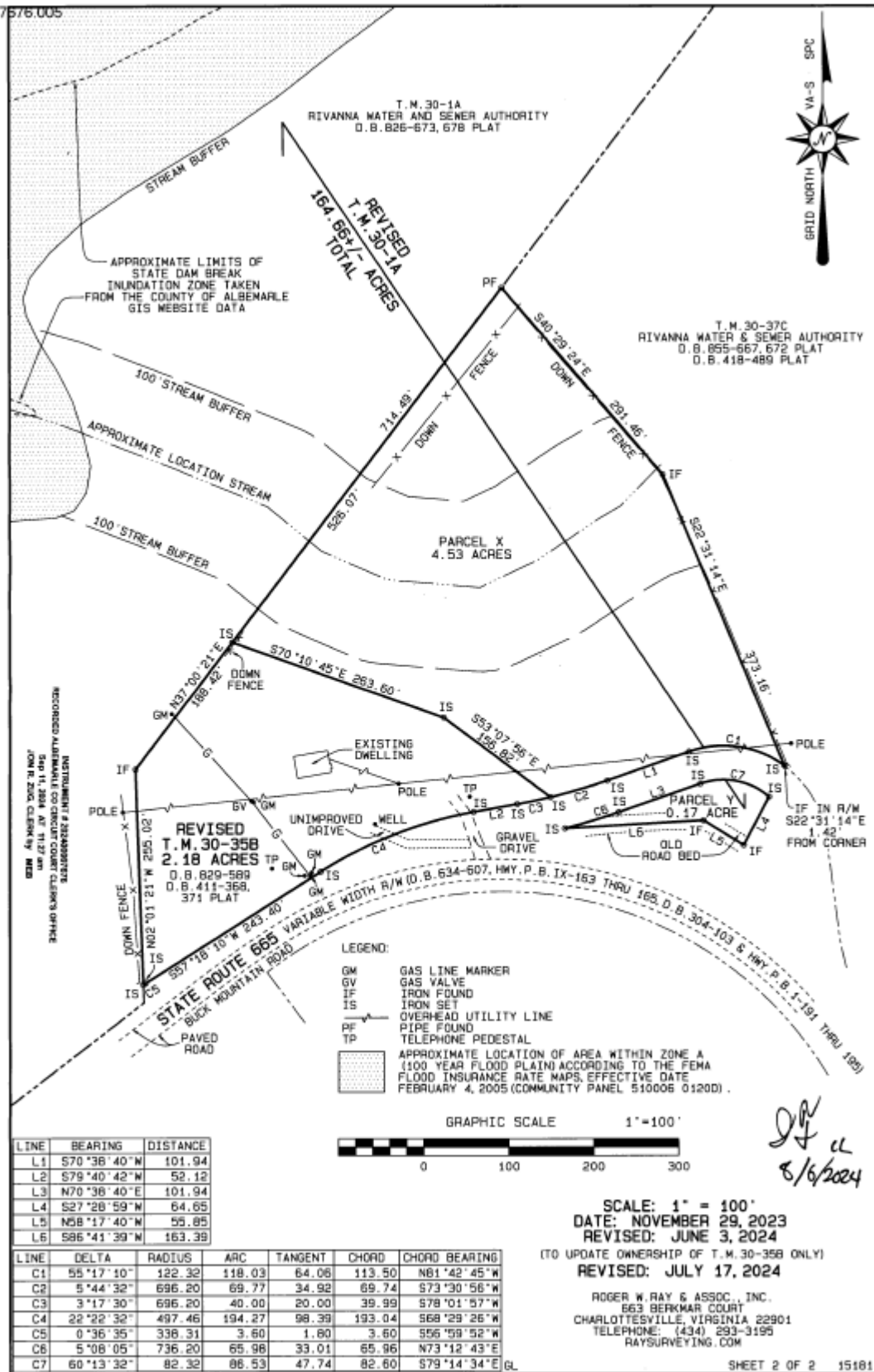


EXHIBIT B-3:

**Copy of Soils Study for Reserve Drain Field Site, Revised Tax Map 30-35B dated
June 13, 2024, by Steve Gooch Consulting Geologist, Inc.**

**Soils Study for Reserve Drain Field Site
Revised Tax Map 30-35B
A Boundary Line Adjustment with Tax Map
30-1A
Albemarle County**

SUB202400081

Prepared for:
Rivanna Water and Sewer Authority
695 Moores Creek Lane
Charlottesville, VA 22902

Prepared by:
Steve Gooch Consulting Geologist, Inc.
703 Oliver Creek Road
Troy, Virginia 22974

June 13, 2024

OSE/PE Report for:Construction Permit ☐ Certification Letter ☐ Subdivision Approval ☒**Property Location:**

911 Address: 1706 Buck Mountain Road City: _____

Lot _____ Section _____ Subdivision _____

GPIN or Tax Map # 30-35B (Revised) Health Dept ID # _____

Latitude _____ Longitude _____

Applicant or Client Mailing Address:

Name: Rivanna Water and Sewer Authority

Street: 695 Moores Creek Lane

City: Charlottesville State VA Zip Code 22902

Prepared by:

OSE Name Steve Gooch License # 1940001284

Address 703 Oliver Creek Road

City Troy State VA Zip Code 22974

PE Name: _____ License # _____

Address _____

City _____ State _____ Zip Code _____

Date of Report 6/6/24 Date of Revision #1 _____

OSE/PE Job # _____ Date of Revision #2 _____

Contents/Index of this report (e.g., Site Evaluation Summary, Soil Profile Descriptions, Site Sketch, Abbreviated Design, etc.)

OSE Cover Page	Abbreviated Design Form
Soil Profile Sheet	Plat
Soil Information Summary Sheet	

Certification Statement

I hereby certify that the evaluations and/or designs contained herein were conducted in accordance with the Sewage Handling and Disposal Regulations (12 VAC5-610), the Private Well Regulations (12 VAC5-630) and all other applicable laws, regulations and policies implemented by the Virginia Department of Health. I further certify that I currently possess any professional license required by the laws and regulations of the Commonwealth that have been duly issued by the applicable agency charged with licensure to perform the work contained herein.

☐ The work attached to this cover page has been conducted under an exemption to the practice of engineering, specifically the exemption in Code of Virginia Section 54.1-402.11

I recommend that a (select one): construction permit ☐ certification letter ☐ subdivision approval ☒
 be (select one) issued ☒ denied ☐.

OSE/PE Signature Steve Gooch Date 6/6/24

Soil Profile
Reserve Drain Field
 Revised Tax Map 30-35B
 1706 Buck Mountain Road
 Albemarle County

Hole	Depth (in.)	Horizon	Material Description	Soil Texture Group
1	0-17	Bt [^]	Light reddish brown (5YR 5/4) loam, friable	2
	17-21	Ab	Gray (10YR 5/1) loam, friable	2
	21-30	Eb	Light brown (7.5YR 6/4) loam, friable	2
	30-35	Btb	Light reddish brown (2.5YR 6/4) clay loam, friable	3
	35-74	Cb	Yellowish brown (10YR 5/8) sandy loam, friable, 15% weathered schist fragments	2
	74-	R		
2	0-4	A	Gray (10YR 5/1) loam, friable	2
	4-15	E	Light brown (7.5YR 6/4) loam, friable	2
	15-34	Bt	Light reddish brown (2.5YR 6/4) clay loam, friable	3
	34-74	C	Light yellowish brown (10YR 6/4) sandy loam, friable, 25% weathered schist fragments below 67"	2
	74-	R		
3	0-5	A	Gray (10YR 5/1) loam, friable	2
	5-18	E	Light brown (7.5YR 6/4) loam, friable	2
	18-40	Bt	Red (2.5YR 4/6) silty clay loam, firm	3
	40-53	Bt2	Red (2.5YR 5/8) clay loam, friable	2
	53-75	C	Light yellowish brown (10YR 6/4) sandy loam, friable, 25% weathered schist fragments below 70"	2
	75-	R		

Appendix 2
Soil Summary Report

GENERAL INFORMATION	
Date <u>11/6/23</u>	Submitted to <u>Albemarle County</u> Health Department
Applicant <u>Rivanna Water and Sewer Authority</u>	Telephone Number <u>(434) 977-2970</u>
Address <u>695 Moores Creek Lane Charlottesville, VA 22902-9016</u>	
Owner <u>same</u>	Address <u>same</u>
Location <u>1706 Buck Mountain Road</u>	
Tax Map <u>30-35B (Revised)</u>	Subdivision _____
Block/Section _____	Lot _____
SOIL INFORMATION SUMMARY - <i>Reserve Drain Field</i>	
1. Position in landscape satisfactory? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Describe <u>shoulder</u>	
2. Slope <u>15</u> %	
3. Depth to rock or impervious strata: Max. <u>75"</u> Min. <u>74"</u> None _____	
4. Depth to seasonal water table (gray mottling or gray color) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes inches _____	
5. Free water present <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes range in inches _____	
6. Soil percolation rate estimated <input checked="" type="checkbox"/> Yes Texture group I II <u>III</u> IV	
<input type="checkbox"/> No Estimated rate <u>65</u> min/inch	
7. Permeability test performed <input type="checkbox"/> Yes	
<input checked="" type="checkbox"/> No	
If yes, note type of test performed and attach	
<input checked="" type="checkbox"/> Site Approved: Drainfield to be placed at <u>30-68"</u> depth at site designated on permit. <input type="checkbox"/> Site Disapproved: Reasons for rejection: <ol style="list-style-type: none"> 1. <input type="checkbox"/> Position in landscape subject to flooding or periodic saturation. 2. <input type="checkbox"/> Insufficient depth of suitable soil over hard rock. 3. <input type="checkbox"/> Insufficient depth of suitable soil to seasonal water table. 4. <input type="checkbox"/> Rates of absorption too slow. 5. <input type="checkbox"/> Insufficient area of acceptable soil for required drainfield, and/or Reverse Area. 6. <input type="checkbox"/> Proposed system too close to well. 7. <input type="checkbox"/> Other Specify _____ 	
(attach additional pages if necessary)	

Abbreviated Design Form

This form is for use with gravity, pump to gravity, enhanced flow, and low pressure distribution (LPD) sewage system designs and when applying for a certification letter or subdivision approval.

This abbreviated design covers the ☐ primary and reserve area, ☐ only the primary area, ☒ only the reserve area (check one) for Revised Tax Map 30-35B (1706 Buck Mountain Road)

Design Basis

Total length of available area: 85' Total width of available area: 12'

Estimated Perc. Rate: 65 at 30"-68" in. (depth) Number of bedrooms (or GPD): 3

Conveyance Method¹: Pump Distribution method² (specify): Pump

Dispersal system basis^{3c} VDH Loading Rate Guidance Table LGMI required? No (Yes/No)

Effluent quality required: Advanced Secondary (TL 3) (Primary, Secondary, Advanced Secondary)

Square feet per bedroom: 294

Total trench bottom area required: 882

Pad

Linear loading rate – 0.51 gpd/sqft

Area Calculations

Number of pads 2

Length of pad: 40'

Width of pad: 12'

Center to center spacing: n/a

Reserve required? This is reserve

Percent reserve area required: 100

Total width of absorption area required 12'

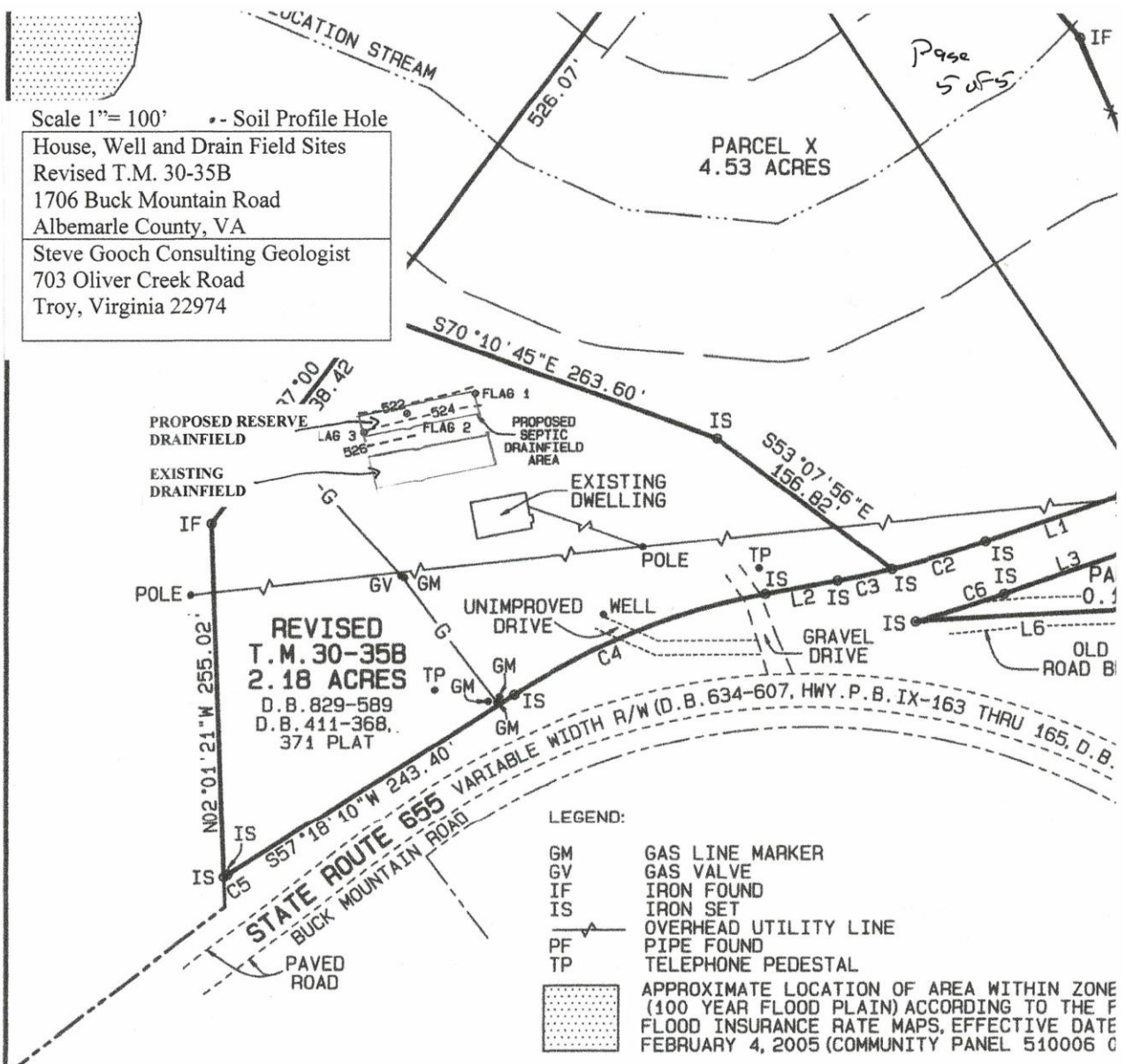
Total trench bottom area provided: 960

The required width is calculated by multiplying the center-to-center spacing by one less than the number of trenches and adding 1 trench width plus any required reserve area. If the topography is not uniform across the length of the site the trenches will need to flare apart on one end to maintain contour. When this occurs it is necessary to use a center-to-center spacing that accounts for the flair or the installer will not be able to fit the system within the approved area. It is perfectly acceptable to have more area available, especially up and down the slope, than is required.

Page of

Scale 1"= 100' - - Soil Profile Hole

House, Well and Drain Field Sites
Revised T.M. 30-35B
1706 Buck Mountain Road
Albemarle County, VA
Steve Gooch Consulting Geologist
703 Oliver Creek Road
Troy, Virginia 22974



LINE	BEARING	DISTANCE
L1	S70°38'40"W	101.94
L2	S79°40'42"W	52.12
L3	N70°38'40"E	101.94
L4	S27°28'59"W	64.65
L5	N58°17'40"W	55.85
L6	S86°41'39"W	163.39

LINE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	55°17'10"	122.32	118.03	64.06	113.50	N81°42'45"W
C2	5°44'32"	696.20	69.77	34.92	69.74	S73°30'56"W
C3	3°17'30"	696.20	40.00	20.00	39.99	S78°01'57"W
C4	22°22'32"	497.46	194.27	98.39	193.04	S68°29'26"W
C5	0°36'35"	338.31	3.60	1.80	3.60	S56°59'52"W
C6	5°08'05"	736.20	65.98	33.01	65.96	N73°12'43"E

HEALTH DEPARTMENT COPY
NOT FOR RECORDATION

SCALE: 1"
DATE: NOVEME
REVISED: JU
(TO UPDATE OWNERSHIP

ROGER W. RAY &
663 BERKM
CHARLOTTESVILLE,
TELEPHONE: (4
RAYSURVEY