

**This instrument was prepared by and  
when recorded should be returned to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parcel ID Number(s) or Tax Map Number: \_\_\_\_\_

**FIRST AMENDMENT TO  
SEWER AGREEMENT**

This First Amendment to Sewer Agreement (“Amendment”) made this \_\_\_ day of \_\_\_\_\_, 2016, by and among **RIVANNA VILLAGE, LLC**, a Virginia limited liability company and their successors and assigns (“Rivanna Village”), the **ALBEMARLE COUNTY SERVICE AUTHORITY** (“ACSA”), and the **RIVANNA WATER AND SEWER AUTHORITY** (“RWSA”).

**RECITALS:**

1. Glenmore Associates Limited Partnership (“Glenmore”), ACSA, and RWSA entered into an Agreement dated June 15, 1995 (“the Agreement”), to provide for the construction, operation and maintenance of the Glenmore Sewage Treatment Plant (now referred to as the Glenmore Water Resource Recovery Facility (“WRRF”). The WRRF was constructed by Glenmore and conveyed to ACSA, as required by the Agreement.

2. Glenmore assigned certain of its rights under the Agreement to Rivanna Village by assignment agreement dated June 3, 2013, in which Rivanna Village in part accepted all of the rights and obligations of Glenmore under the Agreement in conjunction with the acquisition of the Rivanna Village Development. By assignment agreement dated November 4, 2014, between the ACSA and Rivanna Village, Rivanna Village accepted all of the rights and obligations of

Glenmore under the Agreement and ACSA acknowledged and agreed that Rivanna Village, as the owner of the Rivanna Village Development, is the successor in interest to Glenmore under the Agreement.

3. After completion of studies, the ACSA proposes that ACSA take on all financial obligations for the additional components to be added to the Glenmore WRRF to be able to effectively operate at its current permitted capacity of 381,000 gpd. This will relieve Rivanna Village of any responsibility to pay for additional components to the Glenmore WRRF as called for in Paragraph 9 of the Agreement. By accepting full financial responsibility for increasing the capacity of the WRRF, the ACSA will have sole discretion in providing sanitary sewer services to all properties within the Village of Rivanna, as designated by the Comprehensive Plan of Albemarle County, subject to the provisions of the Agreement and this Amendment regarding guaranteed capacity available to Glenmore and its assign, Rivanna Village, up to the Rivanna Village Allocation, as defined below.

4. ACSA and RWSA have also determined that the permanent crossing of the stream, identified in Paragraph 6 of the Agreement, was satisfied by the construction of Newbridge Road. Therefore, ACSA and RWSA desire to relieve Rivanna Village of any construction and indemnity obligations contained in Paragraph 6 of the Agreement.

NOW THEREFORE, for and in consideration of the premises and of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Rivanna Village, ACSA, and RWSA agree as follows:

1. The above Recitals are an integral part of this Amendment and are incorporated herein by reference.

2. Rivanna Village is hereby relieved of any and all obligations, now or in the future,

arising under Paragraph 6 of the Agreement.

3. Paragraph 7 of the Agreement is amended to clarify that the area described on Exhibit A to the Agreement shall also include the entirety of any lot or parcel, now existing or created in the future, that has a greater than 50% portion of acreage within the area depicted on Exhibit A attached to this Amendment.

4. Paragraph 9 of the Agreement is amended and restated as follows:

Paragraph 9. The WRRF has been designed to treat ultimately up to 381,000 gpd. The WRRF is currently permitted by the Commonwealth of Virginia Department of Environmental Quality for an operating capacity of 381,000 gpd. Over time, as the flow rates increase or as may be required by applicable law, various components must be added to the WRRF to effectively and legally treat the 381,000 gpd design capacity. These components include, but are not limited to, the purchase and installation of an additional raw sewage pump, aeration blowers, flocculation unit, and ultraviolet light disinfection unit. Rivanna Village predicts it will only need 297,000 gpd for the full development of the Glenmore Property as defined in Exhibit A attached to this Amendment (the "Rivanna Village Allocation"). The Rivanna Village Allocation includes the rights of Glenmore Association Limited Partnership to connect fifty taps as more particularly described in a Bill of Sale and Assignment of Glenmore Associates Limited Partnership and Rivanna Village, LLC dated June 2013, referred to in an Assignment Agreement dated November 4, 2013, between the ACSA and Rivanna Village. The ACSA shall be responsible for all costs of expansion required by flows from the Glenmore Property and flows generated from sources outside of the Glenmore Property: provided, Rivanna Village shall always have the right to and ACSA shall always provide WRRF capacity to the Rivanna Village Development within the Glenmore Property as depicted in attached Exhibit A, up to the Rivanna Village Allocation, a maximum of 297,000 gpd.

5. In all other respects, the Agreement remains the same.

***[Signatures appear on the following pages.]***

WITNESS the following signatures and seals:

ALBEMARLE COUNTY SERVICE AUTHORITY

Dated: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

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

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

COMMONWEALTH OF VIRGINIA-AT-LARGE

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

The foregoing instrument was personally acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, a duly authorized representative of the Albemarle County Service Authority.

(SEAL)

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

My Commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

RIVANNA WATER AND SEWER AUTHORITY

Dated: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

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

Title: Chairman

COMMONWEALTH OF VIRGINIA-AT-LARGE

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

The foregoing instrument was personally acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, a duly authorized representative of the Rivanna Water and Sewer Authority.

(SEAL)

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

My Commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

RIVANNA VILLAGE, LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

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

Title: Managing Member

COMMONWEALTH OF VIRGINIA-AT-LARGE

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

The foregoing instrument was personally acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as Managing Member of Rivanna Village, LLC.

(SEAL)

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

My Commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_