

VIRGINIA:

BEFORE THE COMMISSION ON LOCAL GOVERNMENT

RE: ECONOMIC GROWTH SHARING)
AGREEMENT BETWEEN CAROLINE COUNTY)
AND SPOTSYLVANIA COUNTY)

NOTICE OF CAROLINE COUNTY, VIRGINIA AND SPOTSYLVANIA COUNTY, VIRGINIA OF THEIR REFERRAL TO THE COMMISSION ON LOCAL GOVERNMENT OF THEIR ECONOMIC GROWTH SHARING AGREEMENT

The County of Caroline, Virginia (“**Caroline**”) and the County of Spotsylvania, Virginia (“**Spotsylvania**” and together with Caroline, the “**Counties**”), by their counsel, hereby notify the Commission on Local Government (the “**Commission**”), and all Virginia local governments contiguous to, or sharing any function, revenue, or tax source with Caroline or Spotsylvania, of their referral of a proposed economic growth sharing agreement between Caroline and Spotsylvania to the Commission for review in accordance with the provisions of §§ 15.2-1301 and 15.2- 2903(4) of the Virginia Code, and Title 1 Virginia Administrative Code (“**VAC**”), Sections 50-20-382 and 50-20-612.

The proposed agreement is the Economic Growth Sharing Agreement (the “**Agreement**”). A copy of the Agreement is attached to this Notice.

In support of this Notice, the Counties state the following:

1. The Counties have a history of cooperation in promoting regional economic development.
2. To further attract and promote regional economic development, Spotsylvania and Caroline have determined it is in the best interests of the Counties and their citizens, respectively, to enter into the Agreement relating to the construction, development, and operation of a data center facility in an area in Caroline and Spotsylvania at their shared border, known as the Mattameade Tech Campus and further described and defined in the Agreement (the “**MTC**”), pursuant to which Spotsylvania will provide water, wastewater, recycled water, and sewer services to the MTC, in exchange for which the Counties will share tax revenue generated by the MTC for a fixed term.
3. Code of Virginia § 15.2-1301 provides that revenue, tax base and economic growth-sharing agreements such as the Agreement shall be referred to the Commission for review and issuance of findings in accordance with Code of Virginia § 15.2- 2903(4).
4. On November 12, 2024 Spotsylvania, and on November 14, 2024 Caroline, each passed a Joint Resolution of the Counties requesting that the Commission review the Agreement and make the appropriate findings (the “**Joint Resolution**”).

5. 1VAC50-20-612 provides that in developing its findings of fact and recommendations with respect to a proposed voluntary economic growth-sharing agreement referred to the Commission for review in accordance with Code of Virginia § 15.2-2903(4), the Commission shall consider certain information, data, and factors listed in 1VAC50-20-612. Caroline and Spotsylvania have provided such information to the Commission in the Joint Submission by Caroline County and Spotsylvania County.
6. 1VAC50-20-382(D) provides that any local government receiving this notice of referral, or any other party, may submit data, exhibits, documents, or other supporting materials relevant to the Commission's review as it deems appropriate; however, the submissions should be responsive to all relevant elements of 1VAC50-20-612. Furthermore, any party submitting materials shall follow the requirements set out in 1VAC50-20-382(D).
7. Caroline and Spotsylvania have each designated as their principal contacts with the Commission the following individuals, who along with the undersigned Counsel, may be contacted by the Commission or any locality to whom this Notice is sent:

CAROLINE COUNTY

Charles M. Culley, Jr., County Administrator
Physical Address: 212 N. Main Street
Bowling Green, VA 22427
Mailing Address: P.O. Box 447
Bowling Green, VA 22427
Phone: (804) 633-5380
Fax: (804)-633-4970
Email: cculley@co.caroline.va.us

SPOTSYLVANIA COUNTY

Ed Petrovitch, County Administrator
Physical Address: 9104 Courthouse Road
Spotsylvania, VA 22553
Mailing Address: P.O. Box 99
Spotsylvania, VA 22553
Phone: (540) 507-7010
Fax: (540) 507-7019
Email: epetrovitch@spotsylvania.va.us

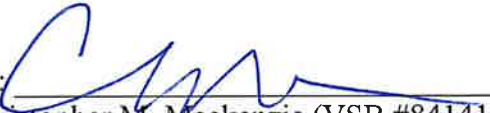
8. Pursuant to 1VAC50-20-382, Caroline and Spotsylvania have together mailed copies of this Notice, the Joint Resolution, the Agreement and the attached annotated listing of documents, exhibits and other materials submitted to the Commission in support of the Agreement.
9. The undersigned counsel certify pursuant to 1VAC50-20-390(L) that the information provided in this Notice came from publicly available sources or was provided by Amazon Data Services, Inc., and was learned during the course of representation of such


counsel's respective client. The undersigned further certify that the information provided in this Notice is correct within the knowledge of the submitting party.

WHEREFORE, Caroline County, Virginia and Spotsylvania County, Virginia request that the Commission review the Agreement and make its findings at the earliest possible time in accordance with the requirements of §§ 15.2-1301 and 15.2- 2903(4) of the Virginia Code.

CAROLINE COUNTY, VIRGINIA

SPOTSYLVANIA COUNTY, VIRGINIA

By: 
Christopher M. Mackenzie (VSB #84141)
Sands Anderson PC
919 East Main Street, Suite 2300 (23219)
P. O. Box 1998
Richmond, Virginia 23218-1998
Phone: (804) 783-7280
Fax: (804) 783-7291
Email: cmackenzie@sandsanderson.com
Counsel for Caroline County, Virginia

By: 
Karl R. Holsten (VSB #48387)
P.O. Box 308
9104 Courthouse Road
Spotsylvania, VA 22553
Phone: (540) 507-7020
Fax: (540) 242-0239
Email: KHolsten@Spotsylvania.va.us
Counsel for Spotsylvania County, Virginia

LOCAL GOVERNMENTS NOTIFIED

Pursuant to 1VAC50-20-382, Caroline and Spotsylvania have together mailed copies of this Notice, the Joint Resolution, the Agreement and the attached annotated listing of documents, exhibits and other materials submitted to the Commission in support of the Agreement to each of the following Virginia local governments contiguous with Caroline and/or Spotsylvania, or which Caroline or Spotsylvania shares any function, revenue or tax source.

Essex County, Virginia
c/o Essex County Administrator
P.O. Box 1079
202 South Church Lane
Tappahannock, VA 22560

Hanover County, Virginia
c/o Hanover County Administrator
7516 County Complex Road
Hanover, VA 23069

King and Queen County, Virginia
c/o King and Queen County Administrator
P.O. Box 177
242 Allens Circle, Suite L
King & Queen C.H., VA 23085

Westmoreland County, Virginia
c/o Westmoreland County Administrator
111 Polk Street
Montross, VA 22520

King George County, Virginia
c/o King George County Administrator
10459 Courthouse Drive, Suite 200
King George, VA 22485

Stafford County, Virginia
c/o Stafford County Administrator
1300 Courthouse Road, 3rd Floor
Stafford, VA 22554

Culpeper County, Virginia
c/o Culpeper County Administrator
302 North Main Street
Culpeper, VA 22701

Orange County, Virginia
c/o Orange County Administrator
P.O. Box 111
112 W. Main Street
Orange, VA 22960

Louisa County, Virginia
c/o Louisa County Administrator
1 Woolfolk Avenue, Suite 301
Louisa, VA 23093

King William, Virginia
c/o King William County Administrator
180 Horse Landing Road, #4
King William, VA 23086

City of Fredericksburg, Virginia
c/o Fredericksburg City Manager
P.O. Box 7447
Fredericksburg, VA 22404

Town of Bowling Green
c/o Bowling Green Town Manager
P.O. Box 468
117 Butler Street
Bowling Green, VA 22427

Town of Ashland, Virginia
c/o Ashland Town Manager
P.O. Box 600
121 Thompson Street
Ashland, VA 23005

Town of Port Royal
c/o Port Royal Town Manager
P.O. Box 9
419 King Street
Port Royal, VA 22535

Town of West Point
c/o West Point Town Manager
802 Main Street
West Point, VA 23181

Town of Mineral
c/o Mineral Town Manager
312 Mineral Avenue
Mineral, VA 23117

Town of Tappahannock
c/o Tappahannock Town Manager
P.O. Box 266
915 Church Lane
Tappahannock, VA 22560

Town of Colonial Beach
c/o Colonial Beach Town Manager
315 Douglas Avenue
Colonial Beach, VA 22443

Town of Gordonsville
c/o Gordonsville Town Manager
P.O. Box 276
Gordonsville, VA 22942

ANNOTATED LIST

The following is an annotated list of the documents, exhibits, and other materials Caroline and Spotsylvania have submitted to the Commission in support of the Agreement:

1. Economic Growth Sharing Agreement.
2. Joint Resolution of Caroline County, Virginia and Spotsylvania County, Virginia Referring Their Proposed Economic Growth Sharing Agreement to the Commission on Local Government for Review.
3. Joint Submission of Caroline County, Virginia and Spotsylvania County, Virginia Providing Information Regarding Commission Review of Proposed Economic Growth Sharing Agreement Between and Among Spotsylvania County and Caroline County.

County of Spotsylvania
Founded 1721

Board of Supervisors
GERALD CHILDRESS
DEBORAH H. FRAZIER
LORI HAYES
JACOB LANE
KEVIN W. MARSHALL
DREW MULLINS
CHRIS YAKABOUSKI



County Administrator
ED PETROVITCH
Deputy County Administrator
MARK L. COLE
P. O BOX 99, SPOTSYLVANIA, VA 22553
Voice: (540) 507-7010
Fax: (540) 507-7019

Service, Integrity, Pride

At a meeting of the Spotsylvania County Board of Supervisors held on November 12, 2024, on a motion by Supervisor Childress and passed unanimously, the Board adopted the resolution as follows:

RESOLUTION NO. 2024-159

**JOINT RESOLUTION OF
SPOTSYLVANIA COUNTY, VIRGINIA AND CAROLINE COUNTY, VIRGINIA
REFERRING THEIR PROPOSED ECONOMIC GROWTH SHARING AGREEMENT
TO THE COMMISSION ON LOCAL GOVERNMENT FOR REVIEW**

WHEREAS, Spotsylvania County, Virginia (“**Spotsylvania**”) and Caroline County, Virginia (“**Caroline**” and together with Spotsylvania, the “**Counties**”) have a history of cooperation in promoting regional economic development; and

WHEREAS, to further attract and promote regional economic development, Spotsylvania and Caroline have determined it is in the best interests of both Counties and their citizens, respectively, to enter into an Economic Growth Sharing Agreement (the “**Agreement**”) relating to the construction, development, and operation of a data center facility in an area in Caroline and Spotsylvania at their shared border, known as the Mattameade Tech Campus and further described and defined in the Agreement (the “**MTC Area**”), pursuant to which Spotsylvania will provide water, wastewater, recycled water, and sewer services to the MTC Area, in exchange for which the Counties will share tax revenue generated by the MTC Area for a fixed term; a copy of the Agreement is attached to this Resolution; and

WHEREAS, at its regular meeting held on November 12, 2024, the Board of Supervisors of Spotsylvania reviewed and considered the form of the Agreement; and

WHEREAS, at its regular meeting held on November 14, 2024, the Board of Supervisors of Caroline reviewed and considered the form of the Agreement; and

WHEREAS, §15.2-1301 of the Code of Virginia, as amended, provides that economic growth sharing agreements such as the Agreement shall be referred to the Virginia Commission on Local Government (the “**Commission**”) for review and the making of findings as to the probable effect of such agreements on the people residing in the area affected by such agreements; and

WHEREAS, 1 VAC50-20-382 requires that referral of such agreements to the Commission shall be accompanied by resolutions, joint or separate, of the governing bodies of the localities that are parties to such proposed agreements requesting that the Commission review such agreements, stating the parties' intention to adopt such agreements, and providing certain information to the Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, VIRGINIA AND THE BOARD OF SUPERVISORS OF CAROLINE COUNTY, VIRGINIA THAT:

1. The Boards both find and determine that it is in the best interests of their respective County and their respective citizens to enter into the Agreement, and hereby approve the Agreement in substantially the same form as attached hereto.
2. The Boards (a) request that the Commission review the Agreement and issue its findings in accordance with the requirements of Code of Virginia § 15.2-1301 and (b) state their intention to adopt the Agreement in final form and direct that it be executed subsequent to the Commission's review.
3. The County Administrators and County Attorneys of both Counties are hereby respectively authorized and directed to refer the Agreement, together with all necessary data and materials, including, but not limited to, those materials identified in 1VAC50-20-612, to the Commission, and to take all other actions as may be required to accomplish the Commission's review of the Agreement.
4. The Boards authorize the advertisement of respective public hearings on the Agreement in accordance with §15.2-1301 of the Code of Virginia, as amended, at the December 10, 2024 regular meeting of each County, or as soon thereafter as may reasonably be held, to consider the Commission's issuance of its findings in accordance with subsection D of foregoing statute; however, no public hearing shall be held until after the Commission issues its findings.
5. Spotsylvania designates the following individual as its contact persons for communications with the Commission regarding the review of the Agreement:

Ed Petrovitch, County Administrator. Spotsylvania County, Virginia

Physical Address: 9104 Courthouse Road
Spotsylvania, VA 22553

Mailing Address: P.O. Box 99
Spotsylvania, VA 22553

Phone: [\(540\) 507-7010](tel:5405077010)

Email address: epetrovitch@spotsylvania.va.us

6. Caroline designates the following individual as its contact persons for communications with the Commission regarding the review of the Agreement:

Charles M. Culley, Jr., County Administrator. Caroline County, Virginia

Physical Address: 212 N. Main Street
Bowling Green, VA 22427

Mailing Address: P.O. Box 447
Bowling Green, VA 22427

Phone: (804) 633-5380

Email address: cculley@co.caroline.va.us

Adopted by the Board of Supervisors of Spotsylvania County, Virginia this 12th day of November, 2024.

CERTIFICATE

The undersigned Clerk of the Board of Supervisors of Spotsylvania County, Virginia hereby certifies that the foregoing constitutes a true and correct copy of the Joint Resolution of Spotsylvania County, Virginia and Caroline County, Virginia Referring Their Proposed Economic Growth Sharing Agreement to the Commission on Local Government Review, adopted by the Board of Supervisors at a meeting held on November 12, 2024.

Date: November 12, 2024

[SEAL]



Clerk of the Board of Supervisors
Spotsylvania County, Virginia

Adopted by the Board of Supervisors of Caroline County, Virginia this 14th day of November, 2024.

CERTIFICATE

The undersigned Clerk of the Board of Supervisors of Caroline County, Virginia hereby certifies that the foregoing constitutes a true and correct copy of the Joint Resolution of Spotsylvania County, Virginia and Caroline County, Virginia Referring Their Proposed Economic Growth Sharing Agreement to the Commission on Local Government Review, adopted by the Board of Supervisors at a meeting held on November 14, 2024.

Date: _____, 2024

[SEAL]

Clerk of the Board of Supervisors
Caroline County, Virginia

Caroline County, Virginia

Board of Supervisors

Jeffrey S. Black
Western Caroline District

Clayton T. Forehand
Madison District

Nancy L. Long
Port Royal District

Jeffery M. Sili
Bowling Green District

Floyd W. Thomas
Mattaponi District

Reginald L. Underwood
Reedy Church District

Charles M. Culley, Jr.
County Administrator



Caroline County, VA



JOINT RESOLUTION OF SPOTSYLVANIA COUNTY, VIRGINIA AND CAROLINE COUNTY, VIRGINIA REFERRING THEIR PROPOSED ECONOMIC GROWTH SHARING AGREEMENT TO THE COMMISSION ON LOCAL GOVERNMENT FOR REVIEW

WHEREAS, Spotsylvania County, Virginia (“**Spotsylvania**”) and Caroline County, Virginia (“**Caroline**” and together with **Spotsylvania**, the “**Counties**”) have a history of cooperation in promoting regional economic development; and

WHEREAS, to further attract and promote regional economic development, Spotsylvania and Caroline have determined it is in the best interests of both Counties and their citizens, respectively, to enter into an Economic Growth Sharing Agreement (the “**Agreement**”) relating to the construction, development, and operation of a data center facility in an area in Caroline and Spotsylvania at their shared border, known as the Mattameade Tech Campus and further described and defined in the Agreement (the “**MTC Area**”), pursuant to which Spotsylvania will provide water, wastewater, recycled water, and sewer services to the MTC Area, in exchange for which the Counties will share tax revenue generated by the MTC Area for a fixed term; a copy of the Agreement is attached to this Resolution; and

WHEREAS, at its regular meeting held on November 12, 2024, the Board of Supervisors of Spotsylvania reviewed and considered the form of the Agreement; and

WHEREAS, at its regular meeting held on November 14, 2024, the Board of Supervisors of Caroline reviewed and considered the form of the Agreement; and

WHEREAS, §15.2-1301 of the Code of Virginia, as amended, provides that economic growth sharing agreements such as the Agreement shall be referred to the Virginia Commission on Local Government (the “**Commission**”) for review and the making of findings as to the probable effect of such agreements on the people residing in the area affected by such agreements; and

WHEREAS, 1 VAC50-20-382 requires that referral of such agreements to the Commission shall be accompanied by resolutions, joint or separate, of the governing bodies of the localities that are parties to such proposed agreements requesting that the

“Committed To Service, Dedicated To The People”

212 North Main Street, P. O. Box 447, Bowling Green, Virginia 22427

(804)633-5380 – Telephone (804)633-4970 – Fax

www.co.caroline.va.us

Commission review such agreements, stating the parties' intention to adopt such agreements, and providing certain information to the Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, VIRGINIA AND THE BOARD OF SUPERVISORS OF CAROLINE COUNTY, VIRGINIA THAT:

1. The Boards both find and determine that it is in the best interests of their respective County and their respective citizens to enter into the Agreement, and hereby approve the Agreement in substantially the same form as attached hereto.
2. The Boards (a) request that the Commission review the Agreement and issue its findings in accordance with the requirements of Code of Virginia § 15.2-1301 and (b) state their intention to adopt the Agreement in final form and direct that it be executed subsequent to the Commission's review.
3. The County Administrators and County Attorneys of both Counties are hereby respectively authorized and directed to refer the Agreement, together with all necessary data and materials, including, but not limited to, those materials identified in 1VAC50-20-612, to the Commission, and to take all other actions as may be required to accomplish the Commission's review of the Agreement.
4. The Boards authorize the advertisement of respective public hearings on the Agreement in accordance with §15.2-1301 of the Code of Virginia, as amended, at the December 10, 2024 regular meeting of each County, or as soon thereafter as may reasonably be held, to consider the Commission's issuance of its findings in accordance with subsection D of foregoing statute; however, no public hearing shall be held until after the Commission issues its findings.
5. Spotsylvania designates the following individual as its contact persons for communications with the Commission regarding the review of the Agreement:

Ed Petrovitch, County Administrator. Spotsylvania County, Virginia

Physical Address: 9104 Courthouse Road
Spotsylvania, VA 22553

Mailing Address: P.O. Box 99
Spotsylvania, VA 22553

Phone: (540) 507-7010

Email address: epetrovitch@spotsylvania.va.us

6. Caroline designates the following individual as its contact persons for communications with the Commission regarding the review of the Agreement:

Charles M. Culley, Jr., County Administrator. Caroline County, Virginia

Physical Address: 212 N. Main Street
Bowling Green, VA 22427

Mailing Address: P.O. Box 447
Bowling Green, VA 22427

Phone: (804) 633-5380

Email address: cculley@co.caroline.va.us

Adopted by the Board of Supervisors of Spotsylvania County, Virginia this ____ day of November, 2024.

CERTIFICATE

The undersigned Clerk of the Board of Supervisors of Spotsylvania County, Virginia hereby certifies that the foregoing constitutes a true and correct copy of the Joint Resolution of Spotsylvania County, Virginia and Caroline County, Virginia Referring Their Proposed Economic Growth Sharing Agreement to the Commission on Local Government Review, adopted by the Board of Supervisors at a meeting held on November ____, 2024.

Date: _____, 2024

[SEAL]

Clerk of the Board of Supervisors
Spotsylvania County, Virginia


Adopted by the Board of Supervisors of Caroline County, Virginia this 14th day of November, 2024.

CERTIFICATE

The undersigned Clerk of the Board of Supervisors of Caroline County, Virginia hereby certifies that the foregoing constitutes a true and correct copy of the Joint Resolution of Spotsylvania County, Virginia and Caroline County, Virginia Referring Their Proposed Economic Growth Sharing Agreement to the Commission on Local Government Review, adopted by the Board of Supervisors at a meeting held on November 14, 2024.

Date: November 15, 2024

[SEAL]



Clerk of the Board of Supervisors
Caroline County, Virginia

VIRGINIA:

BEFORE THE COMMISSION ON LOCAL GOVERNMENT

RE: ECONOMIC GROWTH SHARING)
AGREEMENT BETWEEN SPOTSYLVANIA)
COUNTY AND CAROLINE COUNTY)

JOINT SUBMISSION OF CAROLINE COUNTY, VIRGINIA AND SPOTSYLVANIA COUNTY, VIRGINIA PROVIDING INFORMATION REGARDING COMMISSION REVIEW OF AN ECONOMIC GROWTH SHARING AGREEMENT BETWEEN AND AMONG SPOTSYLVANIA COUNTY AND CAROLINE COUNTY

The County of Caroline, Virginia (“**Caroline**”) and Spotsylvania County, Virginia (“**Spotsylvania**” and together with **Caroline**, the “**Counties**”), by their counsel, hereby provide the Commission on Local Government (the “**Commission**”) with information and data related to the factors listed in Title 1 Virginia Administrative Code (“**VAC**”) Section 50-20-612 concerning a proposed economic growth sharing agreement between and among the Counties.

A. INTRODUCTION

On December 12, 2023, the Board of Supervisors for Spotsylvania County authorized its County Administrator to enter into an Economic Development Local Performance Agreement between the County, Amazon Data Services, Inc. (“**ADS**”) and the County’s Economic Development Authority, effective as of February 8, 2024 (“**Spotsylvania Performance Agreement**”). The Board of Supervisors for Caroline County, Virginia also authorized a similar Economic Development Local Performance Agreement with ADS, effective as of January 23, 2024 (“**Caroline Performance Agreement**”).

The terms of the Spotsylvania Performance Agreement incentivize ADS to construct, develop, and operate data center projects within Spotsylvania County resulting in new jobs as well as significant economic growth and tax revenue. The terms of the Caroline Performance Agreement incentivize ADS to construct, develop, and operate data center projects within Caroline County resulting in new jobs, as well as significant economic growth and tax revenue. One of the data center projects contemplated by these agreements will be located within both Spotsylvania County and Caroline County along their shared border, and is known as the Mattameade Tech Campus (“**MTC**”). The Counties anticipate that most, if not all, of the actual data centers in the MTC will be located in Caroline County. However, the development of the MTC within Caroline County requires water utilities which can only be provided by Spotsylvania County. The MTC is not viable without the assistance and cooperation of Spotsylvania County in providing the water utilities. In exchange for Spotsylvania providing water utilities to serve up to at least 11 data centers at the MTC, including those in Caroline County, Caroline and Spotsylvania have agreed in principle to share the local tax revenue generated at the MTC, with Spotsylvania receiving 42.5% of the local tax revenue within the MTC and Caroline receiving 57.5% of the local tax

revenue within the MTC, after the payment of all grants and other incentive obligations provided for under the Caroline Performance Agreement and the Spotsylvania Performance Agreement.

The Spotsylvania County Board of Supervisors authorized its County Administrator to enter into a Water and Wastewater Service Agreement to serve the MTC on October 22, 2024 (“MTC WSA”), a copy of which is included with this submission. Per the MTC WSA, Spotsylvania will provide water utilities, including potable water, recycled water, and sewer, for at least 11 data centers that will be located within the boundaries of the MTC. The MTC WSA is contingent on Spotsylvania and Caroline entering into an agreement to effectuate the aforementioned revenue share, this Economic Growth Sharing Agreement (the “Agreement”).

Notice of this referral to the Commission, copies of the Agreement and an annotated listing of documents, exhibits and materials submitted to the Commission has been sent to each Virginia locality contiguous to the Counties or with which either Spotsylvania or Caroline share any function, revenue, or tax source. Notice has also been provided to incorporated towns within those localities. These localities include the City of Fredericksburg, the Towns of Ashland, Bowling Green, Port Royal, West Point, Mineral, Tappahannock, Colonial Beach, and Gordonsville, and the Counties of Stafford, Culpeper, Orange, Louisa, Hanover, King George, Essex, King and Queen, King William, and Westmoreland.

The Boards of Supervisors for the County of Spotsylvania and the County of Caroline adopted a joint resolution on November 12, 2024 and November 14, 2024, respectively, approving the form of this Agreement, authorizing and directing this submission, and indicating that they intend to adopt this Agreement after the Commission issues its findings and after each Board holds a public hearing to allow public comment on this Agreement.

B. INFORMATION RESPONSIVE TO FACTORS LISTED IN 1VAC50-20-612

Listed below are the factors set forth in 1VAC50-20-612 and the information and data submitted by the Counties responsive to each factor.

1. A copy of the proposed agreement and a description of the economic growth sharing plan.

A copy of the proposed Agreement is attached hereto.

The development of the MTC within Caroline requires water utilities which can only be provided by Spotsylvania. The MTC is not viable without the assistance and cooperation of Spotsylvania in providing the water utilities to serve the data centers at the MTC which are within Caroline’s borders. In exchange for Spotsylvania providing water utilities, the Counties have agreed to share in all local tax revenues generated and collected within the MTC. Revenues include, but are not limited to, real estate, personal property, machinery and tools, and consumer utility taxes, with Spotsylvania receiving 42.5% of the local tax revenue and Caroline receiving 57.5%, after the payment of all grants and other incentive obligations provided for under the Caroline Performance Agreement and the Spotsylvania Performance Agreement, over entire term of the Agreement, expected to be (40) years from the date that at least 1,000,000 square feet of Data Center improvements are constructed and receive an occupancy permit in the MTC.

2. A description of the financial investment or other contributions which each participating locality will make to the projects(s) envisaged under the agreement.

The Spotsylvania Performance Agreement and the Caroline Performance Agreement provide significant grants to ADS incentivizing the development of data centers in the Counties which will result new jobs as well as significant economic growth and tax revenue in the Counties. However, these benefits will not be realized by the Counties at the MTC without the Agreement.

As described in Section 1 above, in the MTC WSA, Spotsylvania County commits to providing water utilities to the MTC contingent upon the approval of the Agreement.

The Counties agree that the 57.5% - 42.5% split of net revenues described in Section 1 above, and Section 3 below, is fair and equitable consideration for Spotsylvania's commitment to provide the necessary water utilities to the MTC.

3. Projections of each participating locality's net annual receipt or net annual contributions to the projects(s) specified in the agreement for the next 10-year period, or for a lesser or greater period, as deemed appropriate.

During the term of the Agreement, the Counties agree to the sharing of all local taxes received from the MTC after the payment of all grants and other incentive obligations provided for under the Caroline Performance Agreement and the Spotsylvania Performance Agreement, as follows: 57.5% Caroline; 42.5% Spotsylvania.

Local taxes shall mean all local taxes assessed and revenue received by each respective County relating to real and personal property, the operation of businesses located in the MTC, and any other taxable event within the MTC including, but not limited to, real property personal property, machinery and tools, sales and use, food and beverage, lodging, transient occupancy, business license, gross receipts, consumer utility, merchants' capital, and all other local taxes which will be interpreted as being inclusive rather than exclusive, plus any late fees, penalties or other charges paid in connection with such taxes whether currently assessed or assessed in the future. The Agreement does not allow for any interpretation to pay over, divest, allocate, or pledge any revenues of Spotsylvania related to its utility fees to Caroline or any third party. Spotsylvania will retain its utility fees related to the services provided to the MTC.

Projections of the following net annual receipts (Table 1) are limited to the two primary revenue sources of real estate and personal property taxes and based on ADS's estimated timeline for construction of each data center and investment values based on 2022 pricing models, not adjusted for inflation. For revenue modeling, the tax rates are set and maintained at the respective locality's approved tax rates as of January 1, 2023. Actual revenues will vary depending on future Board approved tax rates and ADS's adherence to projected construction timelines and equipment replacement cycles.

In the Agreement, the Counties agree, to the fullest extent of the law, to fully levy, assess and collect any and all local taxes. The Counties agree, to the fullest extent of the law, to not exempt any property or taxable events within the MTC in the future which is within the power of

the respective Counties to exempt, whether exclusively applying to the MTC or applying to all such property or taxable events in the locality which will include the MTC, and to cooperate with each other in any action to lobby against any attempt by the General Assembly to exempt any property or taxable events within the MTC or to reduce, by General Assembly legislation rather than market valuation, the value of taxable property or taxable events within the MTC, whether exclusively applying to the MTC or applying to all such property or taxable events in the Commonwealth which will include the MTC.

Table 1. Projected Real and Personal Property Tax Revenues.

	Total Projected Real & Personal Property Revenues (Net of Infrastructure Grants)	Allocation to Caroline County (57.5%)	Allocation to Spotsylvania County (42.5%)
Year 1	\$ 1,018,200	\$ 585,465	\$ 432,735
Year 2	\$ 4,546,912	\$ 2,614,474	\$ 1,932,438
Year 3*	\$ 6,414,538	\$ 3,688,359	\$ 2,726,179
Year 4	\$ 9,040,448	\$ 5,198,257	\$ 3,842,190
Year 5	\$ 9,231,156	\$ 5,307,915	\$ 3,923,241
Year 6	\$ 10,092,472	\$ 5,803,171	\$ 4,289,300
Year 7	\$ 14,117,458	\$ 8,117,538	\$ 5,999,920
Year 8	\$ 23,131,077	\$ 13,300,369	\$ 9,830,708
Year 9	\$ 29,373,399	\$ 16,889,705	\$ 12,483,695
Year 10	\$ 27,393,674	\$ 15,751,363	\$ 11,642,312
Average annual revenue for each year thereafter	\$ 22,385,217	\$ 12,871,500	\$ 9,513,717

* Estimated year for completion of 1,000,000 square feet of improvements. Term of Agreement expected to run (40) years from this date.

4. A description of any dedication or restriction on the use of funds generated by the project(s) specified in the agreement for the participating localities.

After payment of all grants and other incentive obligations provided under the Caroline Performance Agreement and the Spotsylvania Performance Agreement, there are no restrictions on the use of tax revenue shared between the Counties.

5. Calculations indicating the estimated impact of the project(s) proposed in the agreement on the annual operating expenditures of each participating jurisdiction for the next 10-year period, or for a lesser or greater period as deemed appropriate.

Revenues received by either Spotsylvania or Caroline under the Agreement may be applied by the Counties, respectively, for any lawful purpose, including operating expenditures or capital expenditures. The Counties have not planned for or budgeted any potential revenues that may be received under the Agreement.

6. Calculations indicating the estimated impact of the project(s) proposed in the agreement on the current and prospective capital expenditures of each participating jurisdiction for the next 10-year period, or for a lesser or greater period as deemed appropriate.

See response to Number 5 above.

7. Calculations indicating the estimated impact of the project(s) proposed in the agreement on the debt and annual debt service of each participating jurisdiction for the next 10-year period, or for a lesser or greater period as deemed appropriate.

Revenues received by the Counties from the MTC under the Agreement will have no impact on the debt of either Spotsylvania or Caroline, and will have no impact on the annual debt service of either.

8. Information indicating the general equity of the proposed plan for each participating locality.


The Agreement reflects a practical partnership in operation of the MTC. The Counties will both benefit from increases in real estate, personal property, machinery and tools, and consumer utility taxes resulting from the development and operation of the MTC. The Agreement was crafted to reflect the contributions of both Counties to such development.

9. Other information which would assist the Commission in analyzing the “probable effect on the people” in the participating jurisdictions of the proposed agreement.


There are no negative impacts anticipated for citizens of the Counties.

Respectfully submitted this 15th day of November, 2024 by:

CAROLINE COUNTY, VIRGINIA

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SPOTSYLVANIA COUNTY, VIRGINIA

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Counsel for Spotsylvania County, Virginia

ECONOMIC GROWTH SHARING AGREEMENT

This Economic Growth Sharing Agreement (“**Agreement**”) is dated and effective as of _____, 2024 (the “**Effective Date**”), between and among the **COUNTY OF CAROLINE, VIRGINIA**, a Virginia political subdivision, (“**Caroline**”), and the **COUNTY OF SPOTSYLVANIA, VIRGINIA**, a Virginia political subdivision (“**Spotsylvania**,” and, together with Caroline, the “**Counties**”, either Spotsylvania or Caroline may also be referred to herein individually as “**party**” or together as “**parties**”).

WHEREAS, the Counties are authorized pursuant to Section 15.2-1300 et seq. (the “**Joint Exercise of Powers Act**”) of the *Code of Virginia* of 1950, as amended (the “**Virginia Code**”), to enter into agreements with other localities for the provision on a multi-jurisdictional basis of one or more public services or facilities or any type of economic development project, to enter into binding fiscal arrangements for fixed time periods, to exceed one year, to share in the benefits of the economic growth of their localities; and

WHEREAS, pursuant to that certain Economic Development Local Performance Agreement effective as of January 23, 2024 (the “**Caroline Performance Agreement**”) between Caroline and Amazon Data Services, Inc. (“**ADS**”), and pursuant to that certain Economic Development Local Performance Agreement effective as of February 8, 2024 (the “**Spotsylvania Performance Agreement**”) between Spotsylvania, the Economic Development Authority of the County of Spotsylvania, Virginia and ADS, ADS intends to construct, develop, and operate a Data Center facility in an area in Caroline at its border with Spotsylvania known as the Mattameade Tech Campus, that area, together with the areas of Spotsylvania County included in ADS’s development of the Mattameade Tech Campus, are further described in **Exhibit A** hereto (the “**MTC Area**”), with Water Utilities (as defined herein) supplied by and from Spotsylvania; and

WHEREAS, pursuant to that certain Water and Wastewater Services Agreement between Spotsylvania and ADS (the “**WSA**”), Spotsylvania will provide Water Utilities to the MTC Area; and

WHEREAS, in exchange for Spotsylvania’s provision of Water Utilities serving up to at least eleven (11) Data Centers in the MTC Area as part of the WSA or Spotsylvania’s provision of Water Utilities serving up to at least eleven (11) Data Centers in the MTC Area regardless of the WSA, the Counties wish to share tax revenue generated at the MTC Area in accordance with the terms of this Agreement; and

WHEREAS, Spotsylvania’s consideration in entering into the WSA includes Caroline’s commitment herein to share the Local Taxes with Spotsylvania for the entire term of this Agreement, expected by the to be forty (40) years from the date that at least 1,000,000 square feet of Data Center improvements are constructed and receive an occupancy permit in the MTC Area, so long as a Data Center is located on the MTC Area; and

WHEREAS, the parties desire to protect the consideration provided by Spotsylvania in entering into the WSA and this Agreement, pursuant to which Spotsylvania commits to providing Water Utilities serving up to at least eleven (11) Data Centers in the MTC Area, in exchange for which the Counties

commit to sharing tax revenue as set forth herein for the entire Term (as hereinafter defined) of this Agreement, and as further consideration Caroline desires to ensure that Spotsylvania County will be the sole provider of Water Utilities for at least the first eleven (11) Data Centers in the MTC Area, and all Data Centers in the MTC Area, if Spotsylvania County chooses to provide sufficient Water Utilities beyond the first eleven (11) Data Centers, for the entire Term of this Agreement and Caroline will not act to connect, or allow a connection, of any other Water Utilities to at least the first eleven (11) Data Centers in the MTC Area, and all Data Centers in the MTC Area, if Spotsylvania County chooses to provide sufficient Water Utilities beyond the first eleven (11) Data Centers the MTC Area; and

WHEREAS, pursuant to Section 15.2-1301 of the Joint Exercise of Powers Act, the Counties have submitted to the Commission on Local Government a draft of this Agreement and received findings from the Commission as provided under Section 15.2-1301(D); and

WHEREAS, pursuant to Section 15.2-1301 of the Joint Exercise of Powers Act, the Counties have held public hearings related to the sharing of revenues related to the MTC Area as set forth in this Agreement and taken all actions following such public hearings necessary to approve such Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

I. INCORPORATION OF RECITALS. The recitals above are hereby fully incorporated into this Agreement by reference.

II. DEFINITIONS. The following terms shall be defined as follows:

“Data Center” means an industrial-scale facility that houses computing machines and their relative hardware equipment used or intended for the use of running and storing data associated with IT applications and services, regardless of whether it is operational or not.

“MTC Area” means the real property located in Spotsylvania and Caroline, as further described on **Exhibit A** hereto, and as the boundaries of such area may hereafter be adjusted via written agreement of the Counties.

“MTC Infrastructure” means the water, recycled water, and sewer improvements to be constructed by Spotsylvania and/or ADS in Spotsylvania to provide potable water, recycled water, and sewage service to the property line of the MTC Area in Spotsylvania County to meet the needs of ADS for the construction and operation of Data Centers and any other uses on the MTC Area. “MTC Infrastructure” does not include any infrastructure located in the MTC Area itself, which shall be constructed by ADS, its affiliates or subsidiaries.

“Local Taxes” shall mean all local taxes assessed and revenue received therefrom by each respective County relating to real and personal property, the operation of businesses located in the MTC Area, and any other taxable event within the MTC Area including, but not limited to, real property, personal property, machinery and tools, sales and use, food and beverage, lodging, transient occupancy,

business license, gross receipts, consumer utility, merchants' capital, and all other local taxes which will be interpreted as being inclusive rather than exclusive, plus any late fees, penalties or other charges paid in connection with such taxes whether currently assessed or assessed in the future. "Local Taxes" does not include any fees for Water Utilities which are to be solely owed to, and retained, by Spotsylvania.

"Term" shall mean the period of time starting on the Effective Date and ending on the first to occur of the following: (i) after the owner or occupant of the MTC Area receives an occupation permit and begins operations of the first Data Center in the MTC Area, and except in cases where operations have temporarily ceased for any period of time due to an event beyond the control of the owner or occupant of the MTC Area such as an act of God, labor strike, or any failure of utilities serving the MTC Area, the MTC Area has not be used in any way for the operation of a Data Center for a continuous period of six (6) months or more, and seventy five percent (75%) of personal property typically serving a Data Center has been removed from the MTC Area including, but not limited to, computer equipment including computing machines and their relative hardware equipment intended for the use of running and storing data associated with IT applications and services, and the MTC Area no longer utilizes or receives recycled water; or (ii) forty (40) years from the date that at least 1,000,000 square feet of Data Center improvements are constructed and receive an occupancy permit in the MTC Area. Notwithstanding (i) above, in no event shall this Agreement terminate prior to the expiration of the Caroline Performance Agreement with ADS. Spotsylvania will promptly notify Caroline in writing when at least 1,000,000 square feet of Data Center improvements are constructed and receive an occupancy permit in the MTC Area.

"Water Utilities" means water, wastewater, recycled water, and sewer utilities.

III. REVENUE SHARING. During the Term of this Agreement, the Counties hereby agree to the sharing of all Local Taxes received from the MTC Area after the payment of all grants and other incentive obligations provided for under the Caroline Performance Agreement and the Spotsylvania Performance Agreement, as follows: 57.5% Caroline; 42.5% Spotsylvania.

IV. OTHER MTC AREA INFRASTRUCTURE AND IMPROVEMENTS, CAPACITY, GUARANTY OF EXCLUSIVE SPOTSYLVANIA SERVICE TO MTC AREA FOR ENTIRE TERM. Any infrastructure located in the MTC Area related to, or connecting to, the MTC Area Infrastructure will be undertaken, and the related costs borne, by ADS and will not be undertaken, and the costs will not be borne, by either County. Any and all connections to the MTC Area Infrastructure must, at the point of connection, meet any and all requirements and conditions of Spotsylvania as determined by Spotsylvania in its sole discretion. Spotsylvania will retain its sole right to limit the amount of utilities provided through the MTC Area Infrastructure to the MTC Area and conditions of connection through the Spotsylvania WSA or its service agreements with the other owners or occupants of the MTC Area and is under no obligation to extend services or service capacity beyond the MTC Area; provided, however, Spotsylvania commits to providing Water Utilities serving up to at least eleven (11) Data Centers in the MTC Area during the Term. In exchange for this commitment, Caroline will not provide any Water Utilities to the MTC Area and Caroline will not allow the connection of any Water Utilities to the MTC Area except as provided by Spotsylvania, as set forth herein. Caroline further agrees that should it create any authority or other separate entity to provide any Water Utilities to Caroline County, Caroline will, in its act to create said authority or other separate entity, including, but not limited to, in any

legislation and in governing documents, include the limitation set forth herein to limit the authority or other separate entity from providing Water Utilities to the MTC Area for the entirety of the Term. Caroline agrees that this will protect Spotsylvania's consideration herein to even further ensure that Caroline will share the Local Taxes for the entire Term. Notwithstanding the foregoing, after eleven (11) Data Centers are built on the MTC Area, and should Spotsylvania specifically confirm in writing to Caroline that it will not provide any Water Utilities to any additional Data Centers within the MTC Area beyond eleven (11), then Caroline may provide or allow the provision of any Water Utility Services not provided by Spotsylvania only to those additional Data Centers beyond the first eleven (11) Data Centers constructed on the MTC Area in Caroline County. In the event Water Utility Services are provided by an entity other than Spotsylvania to those additional Data Centers beyond the first eleven (11) Data Centers constructed on the MTC Area in Caroline County, the revenue sharing set forth herein will not be impacted and the Local Taxes related to the first eleven (11) Data Centers constructed on the MTC Area in Caroline County will continue to be shared between Spotsylvania and Caroline at the rates set forth herein for the entire Term, but will exclude any Local Taxes realized through the construction of any additional Data Centers beyond the first eleven (11) on the MTC Area not served by Spotsylvania Water Utilities.

V. **MODIFICATION OF THE MTC AREA**. The Counties may specifically agree in writing to add to or remove parcels or portions thereof from the MTC Area after the date hereof.

VI. **PROCEDURES FOR REVENUE SHARING**. The Counties agree that the revenue sharing set forth in Section III shall be calculated by the Finance staff for each of the Counties in which each parcel included in the MTC Area resides using tax revenue information provided by the Counties' Commissioners of Revenue, the Counties' Treasurers, or the taxpayer(s) directly. The Finance Department of Spotsylvania shall serve as project accountant (**the "Project Accountant"**) for purposes of the revenue sharing in the MTC Area. This procedure is necessarily subject to, and conditioned upon: (1) ADS authorizing the Counties' Commissioners of Revenue and the Counties' Treasurers to share the aforementioned tax revenue information with the Counties that would help determine the taxes to be levied and the revenue derived therefrom whether held by the Commissioners, the Treasurers, or ADS or its agents (**the "Tax Information"**), in a form approved by the Counties' Commissioners of Revenue, and the Counties' Treasurer so as to allow the Commissioners of Revenue and Treasurers to share the Tax Information with the Counties for the sole and limited purposes of administering this Agreement (**the "Authorization"**); or (2) ADS otherwise sharing the Tax Information directly with the Counties and the Project Accountant should the Commissioners of Revenue or Treasurers refuse to do so. Therefore, the Counties, acting together or independently, will contractually, through lawfully imposed conditions, and through any other lawful means, require the Authorization or require, in the event either Commissioner of Revenue or Treasurer refuses to provide said Tax Information to the Counties, that ADS provide the Tax Information directly to the Counties. The Counties will request that the Commissioner of Revenue and Treasurer of each County provide the Project Accountant semi-annual reports by January 31 and July 31 reporting all Local Taxes allocable to the MTC Area and paid during the preceding six month period (July 1-December 31 and January 1-June 30). The Project Accountant will prepare a reconciliation report, within sixty (60) days of receipt of the semi-annual report from each County, within sixty (60) days of receipt of the raw information from the Commissioners of Revenue and Treasurers of each County should no report be provided, or within sixty (60) days of receipt of the raw information provided by ADS should no information be provided by the Commissioners of Revenue and Treasurers, providing the Project Accountant's calculation of the revenue share and the net payment due to Caroline or Spotsylvania as

appropriate thereunder. The net payment shall be made by the respective County within 45 days of receipt of the report from the Project Accountant, unless challenged by either party as provided for in Section VII. The Project Accountant's, and the Counties' responsibilities and liabilities in this Section VI are conditioned upon, and subject to, having received the necessary information required herein within the timeframes required herein and will be allowed a corresponding day-for-day delay for every day the information is not provided to them. The parties agree and acknowledge that all Tax Information shared pursuant to this provision shall remain confidential to the fullest extent permitted under applicable law.

VII. RIGHT OF AUDIT. The Counties have the right to audit the other or the Project Accountant to ensure compliance with this Agreement. The costs of any audit hereunder will be paid by the auditing party and not the party being audited but neither party shall be liable to the other for any administrative costs or costs of cooperation or participation related to an audit. The parties agree to participate with any audit and provide any documents reasonably requested by the other. Any audit shall be conducted under reasonable terms and conditions, and the access required herein shall not be unreasonably withheld or delayed.

VIII. OBLIGATION TO LEVY, ASSESS, AND COLLECT TAXES, OBLIGATION TO NOT EXEMPT. The Counties agree, to the fullest extent of the law, to fully levy and assess any and all Local Taxes. The Counties agree, to the fullest extent of the law, to fully collect and defend any and all Local Taxes. The Counties agree, to the fullest extent of the law, to not exempt any property or taxable events within the MTC Area in the future which is within the power of the respective Counties to exempt, whether exclusively applying to the MTC Area or applying to all such property or taxable events in the locality which will include the MTC Area, and to cooperate with each other in any action to lobby against any attempt by the General Assembly to exempt any property or taxable events within the MTC Area or to reduce, by General Assembly legislation rather than market valuation, the value of taxable property or taxable events within the MTC Area, whether exclusively applying to the MTC Area or applying to all such property or taxable events in the Commonwealth which will include the MTC Area.

IX. BREACH. Should either party find the other in breach of this Agreement, the non-breaching party shall provide the breaching party written notice of the specific breach and allow for a reasonable time to cure the breach before the non-breaching party may take any action to address the breach. In the case of non-payment, the breaching party shall have sixty (60) days to cure the breach before further action is taken by the non-breaching party. The non-breaching party shall have all available remedies under the law except that neither party shall terminate this Agreement for a breach thereof.

X. TERMINATION OF AGREEMENT. This Agreement shall terminate upon the expiration of the Term, unless otherwise specifically agreed to in writing by both Counties. Upon termination of this Agreement, any revenue sharing shall cease, however, the Counties will remain obligated to pay any payments due to revenue sharing accruing and payable but not yet paid for prior and current fiscal years.

XI. ASSIGNMENT. The Counties may not assign their rights and obligations under this Agreement without the written consent of the other party, provided that such provision shall not restrict the ability of the Counties to pledge the full faith and credit or the revenues of any revenue-generating operation to bonds or other obligations of the respective County which may include revenues or taxes

related to the MTC Area; provided, however, that any such pledge shall not reduce the amounts to be paid under this Agreement.

XII. DISCLAIMER. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the Counties within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers nor as a donation or a lending of the credit of the Counties within the meaning of the Virginia Constitution. This Agreement shall not directly or indirectly obligate the Counties to make any payments beyond those appropriated for the purposes set forth herein in the sole discretion of the Board of Supervisors of Caroline and Spotsylvania respectively. No provision of this Agreement shall be construed to pledge or to create a lien on any asset or source of the Counties' moneys. To the extent of any conflict between this section and any other provision of this Agreement, this section takes priority.

XIII. NO ANNEXATION. The Counties agree that neither shall attempt to annex any portion of the MTC Area, and neither will use this Agreement or the covenants and actions taken pursuant to it as the basis for any annexation action.

XIV. MISCELLANEOUS.

- A. Governing Law. The law of the Commonwealth of Virginia will govern this Agreement, and the exclusive venue for actions regarding this Agreement will be the Spotsylvania County Circuit Court.
- B. Spotsylvania's Utility Fees. Notwithstanding anything herein to the contrary, this Agreement will not be interpreted to pay over, divest, allocate, or pledge any revenues of Spotsylvania related to its utility fees to Caroline or any third party. Spotsylvania will retain its utility fees related to the services provided to the MTC Area.
- C. No Warranties. The Counties agree to provide reasonable access to each other in the MTC Area to conduct investigations, inspections and tests in the MTC Area reasonably required to determine the condition in the MTC Area. Neither of the Counties make any representation nor warranty as to rights of easement, rights of way or rights of access to the MTC Area or easements, rights of way or other encumbrances on the MTC Area.
- D. Communications. Any communication under this Agreement shall be sufficiently given when delivered by hand or by first-class certified mail, postage prepaid, as follows:
 - a. If to Caroline:
County Administrator
Caroline County
212 North Main Street, Post Office Box 447
Bowling Green, Virginia 22427

- b. With a copy to:
Caroline County Attorney
Sands Anderson PC
919 East Main Street, Suite 2300, Post Office Box 1998
Richmond, Virginia 23219

- c. If to Spotsylvania:
County Administrator
Spotsylvania County
9104 Courthouse Road, Post Office Box 99
Spotsylvania, Virginia 22553

- d. With a copy to:
County Attorney
Spotsylvania County
9105 Courthouse Road, Post Office Box 308
Spotsylvania, Virginia 22553

- E. Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties and may not be changed except in writing signed by all parties to this Agreement.

- F. Binding Effect. This Agreement is binding upon the parties and their respective successors and assigns.

- G. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

- H. Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid, then (a) such holding shall not invalidate any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms shall constitute the parties' entire agreement.

- I. Time of the Essence. Time shall be of the essence of all provisions of this Agreement.

- J. Litigation. Attorney's fees shall not be recoverable by the prevailing party in the event this Agreement is subject to litigation.

- K. Additional Reports. The parties agree to provide each other the reports required of the parties in Virginia Code Section 15.2-1301 (A).

- L. Consents. Any consent, agreement, or approval required or allowed for under this Agreement, must be accompanied by a resolution approved by the Board of Supervisors of the consenting County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

COUNTY OF CAROLINE, VIRGINIA

By: _____

Title: _____

DATE: _____

**COUNTY OF SPOTSYLVANIA,
VIRGINIA**

By: _____

Title: _____


DATE: _____

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 07°01'08" W	648.05
L2	S 07°07'49" W	232.78
L3	N 85°17'56" W	22.13
L4	N 02°23'34" W	146.74
L5	N 44°52'07" W	105.67
L6	S 88°21'19" W	180.19
L7	S 29°14'46" W	143.63
L8	S 25°29'10" W	96.50
L9	N 87°59'03" W	44.36
L10	N 70°02'20" W	183.56
L11	S 69°07'24" W	153.19
L12	S 83°39'00" W	254.33
L13	N 45°48'24" W	327.90
L14	N 58°46'09" W	162.34
L15	S 48°36'29" W	263.69
L16	N 48°44'50" W	159.01
L17	N 52°32'17" W	173.55
L18	N 28°52'48" W	164.70
L19	S 41°19'25" W	126.53
L20	S 02°16'39" W	87.69
L21	S 14°04'30" W	74.76
L22	N 81°18'06" W	229.07
L23	S 35°45'53" W	489.47
L24	S 60°03'41" W	271.46
L25	S 12°12'35" W	58.72
L26	S 59°38'56" W	104.72
L27	S 71°45'15" W	156.40
L28	S 62°27'19" W	255.67
L29	S 47°14'44" W	225.97
L30	N 45°41'47" W	133.72
L31	S 54°26'43" W	258.82
L32	S 57°51'01" W	228.86
L33	S 83°27'31" W	172.83
L34	N 68°18'14" W	382.01
L35	N 71°00'32" W	237.28
L36	N 52°26'58" W	251.12
L37	N 00°40'52" W	175.40
L38	N 31°17'55" W	262.00
L39	N 20°22'12" W	318.90

LINE TABLE		
LINE	BEARING	DISTANCE
L40	N 74°19'41" E	128.14
L41	N 21°38'23" E	157.02
L42	N 02°29'44" W	193.51
L43	N 35°36'37" W	171.62
L44	S 83°24'25" W	182.70
L45	S 68°53'04" W	336.99
L46	S 46°53'24" W	134.88
L47	S 61°37'53" W	247.90
L48	N 54°45'47" W	23.93
L49	N 22°59'10" E	1366.77
L50	N 67°00'50" W	411.45
L51	N 20°29'02" W	113.89
L52	N 79°42'43" W	204.52
L53	N 55°05'29" W	220.56
L54	N 42°58'02" W	119.02
L55	N 09°12'48" E	173.82
L56	N 50°09'50" W	206.44
L57	N 66°08'06" W	198.04
L58	N 55°19'47" W	214.71
L59	N 64°29'43" W	170.44
L60	S 86°29'42" W	236.30
L61	N 89°33'42" W	241.78
L62	N 48°04'54" W	176.03
L63	N 73°11'16" W	264.88
L64	S 58°49'13" E	401.48
L65	S 17°20'41" E	372.02
L66	S 06°18'29" W	4.77
L67	S 22°48'58" E	335.50
L68	S 13°49'13" E	88.96
L69	S 44°31'99" E	120.65
L70	S 28°08'40" E	117.46
L71	N 52°08'14" E	143.11
L72	N 19°04'08" E	255.44
L73	N 50°23'57" E	341.08
L74	N 06°59'03" W	934.56
L75	S 89°57'11" E	402.26
L76	N 88°28'20" E	249.93
L77	N 85°43'37" E	110.12
L78	N 86°35'24" E	750.30

SHEET 3 OF 3

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SCALE: 1" = 1200'		