

**APPOMATTOX RIVER WATER AUTHORITY
21300 CHESDIN ROAD
PETERSBURG, VIRGINIA 23803**

CONSTRUCTION AND USE PERMIT AGREEMENT

You have requested that Appomattox River Water Authority agree to your construction and use of a dock/boat house (herein called Facility) on Authority owned land in Chesterfield County, Virginia at the location shown on the attached print. The Authority hereby agrees to your request, provided such construction and use is in accordance with the following conditions:

1. You shall construct such Facility substantially in accordance with the attached sketch and in such a manner as not to interfere with the use of the reservoir by your neighbor or others.
2. You shall not permit any nuisance on Authority property nor permit an unsightly structure to be placed or maintained on Authority property during or following the performance of any work or use authorized pursuant to this Agreement. If the Facility is not maintained in good condition, as determined by the Authority, you must repair or remove the Facility at your expense. If the Facility is not repaired or removed within thirty days after written notice by the Authority, the Authority may remove or cause the Facility to be removed and all costs incidental to the removal will be borne by you.
3. You hereby agree to indemnify and save harmless the Authority, its officers, agents, and employees from any and all claims, demands, actions, causes of action, injury or death to persons or damages to property arising out of or resulting directly or indirectly from any action taken by you, your agents, employees, contractors (including presence upon Authority property) pursuant to this Agreement. You further agree to carry a minimum of \$500,000 liability insurance on this Facility as part of your home owners insurance; the Authority will be named as an additional insured and proof of this coverage will be sent to the Authority annually.
4. The work to be performed by you shall comply with all applicable Federal, State, and local laws, ordinances, or regulations. Specifically, you shall obtain all necessary permits for any work performed pursuant to this Agreement, including a building permit from the County.
5. All work performed on Authority property under this Agreement shall be at your sole cost and expense.
6. You shall construct such facility between property lines extended into the water and generally at right angles to the shoreline.
7. This permit shall not constitute an interest in Authority property and the activity herein agreed to shall not in any way interfere with the Authority's lawful operation of its Reservoir and Water Treatment Plant, including flooding Authority land and maintaining the Reservoir in a manner consistent with all rights and privileges conferred upon the Authority. To the extent that any alteration of Authority property, including the erection of a structure thereon, is determined by the Authority to be inconsistent with the safe and efficient operation of the Reservoir and Water Treatment Plant, you shall restore such property to its original condition, or remove such structures when requested to do so, and at your own cost and expense.
8. All structures erected by you on Authority property shall constitute structures appurtenant to your real property. You shall be exclusively responsible for their maintenance, proper repair and upkeep. (See Condition #2)

9. The structure constructed pursuant to this Agreement, shall not be sold separate from the real property to which it is appurtenant. In the event your property is sold, the purchase shall assume in writing, all conditions and responsibilities of this Agreement. This will be done by the purchase completing a new Agreement with the Authority. In the event a subsequent purchaser should not accept the terms of this Agreement, the Authority may elect to remove any structure erected pursuant to this Agreement, and/or restore Authority property to its approximate original condition at your expense.
10. You shall not use this Facility for human habitation.
11. You shall agree to comply with the Authority's August 1991 Policy on use of its land by adjacent property owners. A copy is attached. Any trees, limbs, or other debris which may be cut will be removed from the site.
12. The slopes of any area to be excavated by you or any excavation or dredging activity undertaken pursuant to this Agreement shall comply with the applicable standards, Criteria and Guidelines published in the Virginia Erosion and Sediment Control Handbook, under the authority of the Virginia Soil and Water Conservation Commission.
13. This permit is revocable by the Authority with ninety (90) days written notice.
14. If any provision of this permit, or the application of any provision of Agreement to any person or circumstance is held unenforceable for any reason, the application of such provision to any other person or circumstance, and the remainder of the permit, shall not be affected thereby.
15. In the event the Authority brings suit or retains an attorney to enforce the terms of this Agreement against you, you hereby agree to pay the Authority's court costs and reasonable attorneys fees in connection therewith.
16. Any utilities installed to the structure will be installed underground.

To evidence your acceptance of this Agreement upon the conditions stated above, please sign and return both copies of this Agreement letter.

Yours very truly,

Appomattox River Water Authority

BY: _____

We, the undersigned, hereby agree to and accept the conditions set forth in this letter.

Date: _____

Permittee: _____