

ACTIONS
Board of Supervisors Meeting of September 7, 2005

September 19, 2005

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called to order at 9:00 a.m. by the Chairman, Mr. Rooker. All BOS members were present. Also present were Bob Tucker, Larry Davis and Debi Moyers. 	
<p>4. From the Public: Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> David Blount spoke about the development of the regional legislative program. Legislative luncheon with legislators will be November 21st. Charles Trachta spoke about hiring more police officers given increased development in the County. 	
<p>5a. Recognition: Digital County Survey.</p> <ul style="list-style-type: none"> Chairman recognized the County Web Team. For the third year in a row, Albemarle County has been named among the top ten most technologically advanced and cutting edge county governments in the U.S. by the Center for Digital Government and the National Association of Counties in their 2005 Digital Counties Survey. 	
<p>5b. Recognition: Family Support</p> <ul style="list-style-type: none"> Chairman recognized the Department of Social Services' Family Support Program which has been awarded a 2005 Achievement Award by the Virginia Association of Counties (VACo), which recognizes exemplary local government programs. 	
<p>6.2 Adopt resolution requesting VDOT to designate Route 640 (Gilbert Station Road) from Route 784 to Route 1094 (Ashleigh Way) as Rural Rustic Road.</p> <ul style="list-style-type: none"> ADOPTED the attached resolution. 	<p><u>Clerk:</u> Forward a copy of adopted resolution to Juan Wade and VDOT. (Attachment 1)</p>
<p>6.3 Revision to Personnel Policy – P-83 “Military Leave”.</p> <ul style="list-style-type: none"> ADOPTED the attached resolution. 	<p><u>Clerk:</u> Forward copy of adopted resolution to Human Resources. (Attachment 2)</p>
<p>6.4 Resolution to Establish Policy for consideration of requests for Tax Exempt Status by Designation.</p> <ul style="list-style-type: none"> ADOPTED the attached resolution. 	<p><u>Clerk:</u> Forward copy of signed resolution to County Attorney’s Office and copy Finance office. (Attachment 3)</p>
<p>6.5 Requested 2005 Appropriations.</p> <ul style="list-style-type: none"> APPROVED FY 2005 Appropriations #2005065, #2005066, and #2005067. 	<p><u>Clerk:</u> Forward signed appropriation forms to Finance, OMB, and copy appropriate individuals.</p>
<p>6.6 National Incident Management System (NIMS) Resolution.</p> <ul style="list-style-type: none"> ADOPTED the attached resolution. 	<p><u>Clerk:</u> Forward copy of signed resolution to County Attorney’s Office and copy Dan Eggleston (Fire/Rescue) and Chief Miller (Police Department). (Attachment 4)</p>
<p>6.7 Resolution to accept road(s) in Fontana Subdivision, Phase 1 and 2 into the Secondary System of State Highways.</p> <ul style="list-style-type: none"> ADOPTED the attached resolution. 	<p><u>Clerk:</u> Forward signed resolution to Greg Cooley in Department of Community Development. (Attachment 5)</p>
<p>6.8 Resolution to accept road(s) in The Quarries</p>	<p><u>Clerk:</u> Forward signed resolution to Greg</p>

<p>Subdivision into the Secondary System of State Highways.</p> <ul style="list-style-type: none"> • ADOPTED the attached resolution. 	<p>Cooley in Department of Community Development. (Attachment 6)</p>
<p>6.15 2005 Second Quarter Building Report as prepared by the Community Development Department.</p> <ul style="list-style-type: none"> • ACCEPTED. 	
<p>7. Board to Board Presentation, School Board Chairman.</p> <ul style="list-style-type: none"> • RECEIVED. 	
<p>8a. Route 250 West Task Force Request.</p> <ul style="list-style-type: none"> • DISCUSSED. CONSENSUS of the Board for staff to meet with Planning Commission and ARB to bring back more information before the Board adopts a Resolution of Intent to amend the zoning ordinance. 	<p><u>Mark Graham/Wayne Cilimberg/Amelia McCulley</u>: Proceed as directed.</p>
<p>8b. Albemarle County's Priorities for Primary Road System Improvements.</p> <ul style="list-style-type: none"> • APPROVED, as amended at Board meeting, the attached priorities for primary road system improvements. 	<p><u>David Benish</u>: Proceed as directed in order to provide recommendations to VDOT and CTB at an upcoming Public Hearing on the VDOT Six Year Primary Plan. (Attachment 7)</p>
<p>8c. Other Transportation Matters.</p> <p><u>Jim Utterback</u>:</p> <ul style="list-style-type: none"> • Updated Board on status of Jarmans Gap Road project. • Updated Board on Georgetown Road project. Will provide further information as he receives it to Mr. Rooker. • He has not received an update on the Route 29 South corridor. • Spoke about maintenance of the concrete islands. • Updated the Board on Route 640, Gilbert Station Road. VDOT finished the first portion and crews will be back in the next couple of weeks. <p><u>David Wyant</u>:</p> <ul style="list-style-type: none"> • Thanked VDOT for line painting on Twenty-One Curves Road (Old Garth Road). • Asked about status of white lines on edge of pavement on Garth Road. • Mentioned the need for more patchwork on Millington Bridge traveling from Free Union towards White Hall. There are some bad ruts at the end. • Asked about VDOT picking up carcasses on the side of road. • Asked VDOT to look at the curve near Mt. Moriah Church in Whitehall. Several accidents have occurred in the area. <p><u>Sally Thomas</u>:</p> <ul style="list-style-type: none"> • Emailed Mr. Utterback a list of items. Would like to have a discussion next month on some of those items including Johnson Grass. <p><u>Dennis Rooker</u>:</p> <ul style="list-style-type: none"> • He has had several citizens complain to him about the poor grounds maintenance on the ramp areas off the Route 250 By-Pass at Ivy Road. 	<p><u>Clerk</u>: Forward comments to VDOT.</p>

<ul style="list-style-type: none"> • Solomon Road is getting more traffic and road geometry is difficult. Requested a child-at-play sign be considered for Solomon Road. • Discussed problem with growth in sidewalks on Hydraulic Road and Berkmar Drive. Asked about County doing the spraying instead of VDOT. Asked that the County staff be notified about this spraying. <p><u>Ken Boyd:</u></p> <ul style="list-style-type: none"> • Asked about the posted speed limit on Route 769, Rocky Hollow Road. Mr. Utterback said that the speed limit will be lowered on the curve only, not the entire road. • Asked that VDOT Monthly Report be moved to regular agenda under "Transportation Matters". 	<p><u>Juan Wade:</u> Proceed as directed and bring back to October 5th meeting. <u>Clerk:</u> Schedule on October 5th consent agenda.</p> <p><u>Clerk:</u> Proceed as directed.</p>
<ul style="list-style-type: none"> • The Board recessed at 11:00 a.m. and reconvened at 11:15 a.m. 	
<p>9. Center for Survey Research's "Priority Analysis" of Albemarle County's 2004 Citizen Survey Report, Tom Guterbock.</p> <ul style="list-style-type: none"> • PRESENTED. • Mr. Boyd asked that the CSR report conducted for the County in 2002 be emailed to Board members. 	<p><u>Lori Allshouse:</u> Proceed as directed.</p>
<p>10. Volunteer Fire Rescue Building Maintenance Funding.</p> <ul style="list-style-type: none"> • ADOPTED, by a vote of 6:0, the attached Volunteer Fire Rescue Building Maintenance Funding Policy. 	<p><u>Clerk:</u> Forward copy of adopted policy to Dan Eggleston, OMB and Finance. (Attachment 8)</p>
<p>11. Update on Retiree Health Insurance.</p> <ul style="list-style-type: none"> • DISCUSSED. CONSENSUS of the Board not to change the current policy on Retiree Health Insurance at this time. 	
<p>12. Closed Session: Personnel and Legal Matters.</p> <ul style="list-style-type: none"> • At 12:13 p.m., the Board went into closed session to consider appointments to boards, committees, and commissions. 	
<p>13. Certified Close Session.</p> <ul style="list-style-type: none"> • At 2:05 p.m., the Board reconvened into open session and certified the closed session. 	
<p>14. Vacancies/Appointments.</p> <ul style="list-style-type: none"> • APPOINTED Charles Martin as the joint County/City service provider for the Commission on Children and Families with said term to expire June 30, 2006. • APPOINTED James Currie to the Charlottesville Albemarle Regional Transportation (CHART) Committee with said term to expire April 3, 2008. • APPOINTED Judd Bankert to the Historic Preservation Committee. • APPOINTED Rodrick Adkins and Scott Wawner to Fiscal Impact Committee with said terms to expire July 8, 2007. 	<p><u>Clerk:</u> Prepare reappointment/appointment letters, update Boards and Commissions book and notify appropriate persons.</p>
<p>15. FY 2006 Budget Amendment.</p> <ul style="list-style-type: none"> • APPROVED FY 2006 Budget Amendment in the amount of \$3,963,066.31. • APPROVED FY 2006 Appropriations 	<p><u>Clerk:</u> Forward signed appropriation forms to Finance, OMB, and copy appropriate individuals.</p>

	#2006011, #2006013, #2006014, #2006015, #2006016, and #2006017.	
16.	Proposed lease agreement between Silvercrest Asset Management Group, LLC, the County of Albemarle, and the City of Charlottesville for property located at 614 East High Street, commonly known as the Jessup Building. <ul style="list-style-type: none"> • AUTHORIZED County Executive to execute the lease agreement in a form approved by the County Attorney. 	<u>County Attorney</u> : Provide Clerk with copy of signed document. (Attachment 9)
17.	SP-2005-013. Hollymead Swim Club (Sign #67). <ul style="list-style-type: none"> • APPROVED SP-2005-013, by a vote of 6:0, subject to the two conditions recommended by the Planning Commission. 	<u>Clerk</u> : Set out conditions of approval. (Attachment 10)
18.	SP-2004-032. St. Nicholas Orthodox Church (Sign #34). <ul style="list-style-type: none"> • APPROVED SP-2004-032, by a vote of 6:0, subject to the five conditions recommended by the Planning Commission. 	<u>Clerk</u> : Set out conditions of approval. (Attachment 10)
19.	SP-2004-053. Wildon Grove Baptist Church (Sign #33). <ul style="list-style-type: none"> • APPROVED SP-2004-053, by a vote of 6:0, subject to the four conditions recommended by the Planning Commission. 	<u>Clerk</u> : Set out conditions of approval. (Attachment 10)
20.	SP-2004-055. Walgreens (Signs #52,63,96). <ul style="list-style-type: none"> • APPROVED SP-2004-055, by a vote of 6:0, subject to the three conditions recommended by the Planning Commission. 	<u>Clerk</u> : Set out conditions of approval. (Attachment 10)
21.	Human Services Work Session. <ul style="list-style-type: none"> • HELD. • Mr. Dorrier suggested putting the Power Point presentation in the form of a brochure available to the public. 	
22.	Transportation Strategy Work Session. <ul style="list-style-type: none"> • HELD. • Mr. Rooker stated the Board would like for staff to engage in a discussion with VDOT on ways to accelerate some of the Secondary Six-Year Plan priority projects. In addition, he requested that staff bring a separate list of local priorities to the Board that the County can make a difference on that are not yet approved for funding by VDOT. • Ms. Thomas suggested staff work with the Virginians for Better Transportation. 	<u>Mark Graham/Wayne Cilimberg/Andy Bowman</u> : Proceed as directed.
23.	Ivy Landfill – Cell 3 Evaluation. <ul style="list-style-type: none"> • DISCUSSED. Tom Frederick, from RWSA, gave an update on Cell 3. 	
24.	ZMA-2004-007. Belvedere (Signs #62,76&84). <ul style="list-style-type: none"> • HELD public hearing. • DEFERRED until October 5, 2005 as the last public hearing of the day. 	<u>Clerk</u> : Reschedule on October 5 th agenda for public hearing.
25.	Discussion: Hurricane Katrina Relief Fund. <ul style="list-style-type: none"> • DISCUSSED. CONSENSUS of the Board to hold off on providing relief funding for Hurricane Katrina victims until coordination efforts and long term needs within the County are determined. 	

<p>26. From the Board: Matters Not Listed on the Agenda. <u>Ken Boyd:</u></p> <ul style="list-style-type: none"> • Stated he sent Board members a copy of Chesterfield's Strategies for a Healthy Growing Community. Stated other people in the state are coming to them and modeling their proffer statement after it. • Expressed concern with spending \$4.0 million for BPKSE. For strategic planning, these kinds of expenditures should come with expected savings which need to be verified in the future. <p><u>Lindsay Dorrier:</u></p> <ul style="list-style-type: none"> • Asked about the waiver of the penalty on the real estate Land Use Taxation. Mr. Davis stated there was no penalty for anyone who paid their back taxes on time. Anyone who did not pay on time, will be assessed a penalty. 	
<p>27. Adjourn to September 9, 2005, 9:00 a.m., Zehmer Hall, Board Annual Strategic Retreat.</p> <ul style="list-style-type: none"> • The meeting was adjourned at 7:22 p.m. 	

/djm

- Attachment 1 – Resolution requesting VDOT to designate Route 640 (Gilbert Station Road) from Route 784 to Route 1094 (Ashleigh Way) as Rural Rustic Road
- Attachment 2 – Revision to Personnel Policy – P-83 “Military Leave”
- Attachment 3 – Resolution to Establish Policy for consideration of requests for Tax Exempt Status by Designation
- Attachment 4 – Resolution for the Adoption of the National Incident Management System
- Attachment 5 – Resolution to accept road(s) in Fontana Subdivision
- Attachment 6 – Resolution to accept road(s) in The Quarries Subdivision
- Attachment 7 – Albemarle County’s Priorities for Primary Road System Improvements.
- Attachment 8 – Volunteer Fire Rescue Building Maintenance Funding Policy
- Attachment 9 – Commercial Lease Agreement
- Attachment 10– Conditions of Approval for Planning Items

RESOLUTION

WHEREAS, during the 2002 session of the General Assembly, legislation was passed to revise §33.1-70.1 of the Code of Virginia, to allow for the improvement and hard surfacing of certain unpaved roads deemed to qualify for and be designated a Rural Rustic Road; and

WHEREAS, such roads must be located in a low-density development area and have a minimum of fifty (50) vehicles per day (vpd), and have no more than five hundred (500) vpd; and

WHEREAS, this Board is unaware of pending development that will significantly affect the existing traffic on the road; and

WHEREAS, the citizens that utilize this road have been aware of this road being paved with minimal improvements; and

WHEREAS, this Board believes Route 640 – Gilbert Station Road should be designated a Rural Rustic Road, from Route 784 to Route 1094 (Ashleigh Way) a distance of approximately 0.65 miles owing to its qualifying characteristics; and

WHEREAS, the aforesaid road is in this Board's six-year plan for improvements to its secondary system of state highways:

NOW, THEREFORE, BE IT RESOLVED, this Board hereby designates and requests VDOT's Resident Engineer to concur in the aforesaid road as a Rural Rustic Road; and

BE IT FURTHER RESOLVED, this Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right of way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

RESOLUTION

WHEREAS, the County of Albemarle Personnel Policy Manual has been adopted by the Board of Supervisors; and

WHEREAS, the Board of Supervisors finds that an amendment to Personnel Policy P-83, Military Leave, is appropriate to address benefits to County employees serving in the military.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Albemarle County, Virginia, hereby amends the following section of the County of Albemarle Personnel Policy Manual:

By Amending:

Section P-83 Military Leave.

§P-83

MILITARY LEAVE

1. **Military Leave with Pay** - Upon presentation of a copy of final orders or other equivalent notice, regular employee who is a member of an officially-recognized reserve or National Guard unit shall be entitled to 15 work days of military leave for training purposes or active duty per federal fiscal year (October 1 – September 30). During this 15-day period, the employee shall be considered on military leave with pay and shall accordingly be paid his or her full gross salary for regularly scheduled work hours during this period.
2. **Advance Notice** – An employee who is leaving to perform military service shall provide advance written notice to his immediate supervisor (including the best approximation of the expected dates of the leave), unless it would be unreasonable to provide notice at that time or he is precluded by military necessity from providing notice. When available, employees shall provide a copy of their military orders to their supervisor.
3. **Military Leave without Pay for Reservist Called to Active Duty** – An employee who is called to active duty may be placed on military leave without pay when paid military leave under section 1 above is exhausted.
4. **Voluntary Enlistment in the Uniformed Services of the United States** – Employees who voluntarily enlist in the uniformed services shall be placed on leave without pay for up to five (5) years while serving in the uniformed services. The leave without pay shall commence after the 15-day military leave with pay and any other applicable leave has been utilized.
5. **Supplemental Pay** – For all employees involuntary recalled to active military duty, the County, after the expiration of 15 workdays of military leave with pay, shall supplement the employee's pay in an amount necessary to bring the gross monthly salary, inclusive of the base military pay, to the gross salary earned for regularly scheduled work hours at the time of recall to federally funded military duty. An employee is entitled to receive a maximum total of two years of supplemental pay while employed by the County. Employees who are receiving supplemental pay under this provision shall be considered on military leave without pay for purposes of benefits under section 7 of this policy. Upon exhaustion of supplemental pay, however, an employee may utilize accrued annual leave to cover periods of military leave upon the request of the employee.
6. **Reemployment** – Any employee whose absence from employment with the County is necessitated by reason of military service in the uniformed services shall be entitled to all

reemployment rights and benefits as set forth in the federal Uniformed Services Employment and Reemployment Rights Act and other applicable federal or state laws.

In accordance with the time frames and requirements established by federal law, employees shall promptly return to employment after military service is completed. The period an individual has to report back to work or notify the employer of his intent to return to work after military service shall be based on time spent on military duty. For service of less than 31 days, the employee/service member must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight-hour rest period. For service of more than 30 days but less than 181 days, the employee/service member must either return to work or submit notice of intent to return to work within 14 days of release from service. For service of more than 180 days, the employee/service member must either return to work or submit notice of intent to return to work within 90 days of release from service.

Returning employees shall be required to provide documentation to the County from their respective military commands that indicate a release from this period of active duty and that the service was performed under honorable conditions.

7. Benefits - During military leave with pay, the employee will continue to accrue seniority, annual leave, sick leave, life insurance and VRS contributions that may be applicable during regular employment. Employees who are on military leave without pay (including employees who are receiving supplemental pay under section 5 of this policy) will continue to accrue seniority but not annual leave, sick leave, life insurance or VRS contributions.

During the period of active duty military service, an employee's health insurance coverage may continue with no change in coverage from what the employee has during regular employment for a period of up to 24 months.

An employee who is involuntarily recalled to active military service may request the County to pay the employer portion of the applicable health care premium for the lesser of 24 months or the day after the date on which the person fails to apply for or return to a position of employment with the County as required by federal law. The employee shall continue to pay the remainder of the cost of employee coverage and the cost of any dependent coverage. The County will assist the returning employee with applying to VRS for retirement benefits that may have been earned while on active military duty.

Legal References: Virginia Code § 44-93. Leaves of absence for employees of the Commonwealth and political subdivisions.
38 U.S.C. §§ 4301-4333. Employment and Reemployment Rights of Members of the Uniformed Services.

Amended: August 4, 1993; July 3, 2002; September 7, 2005

**RESOLUTION TO ESTABLISH
POLICY FOR CONSIDERATION OF REQUESTS FOR
TAX-EXEMPT STATUS BY DESIGNATION**

WHEREAS, effective January 1, 2003, the Virginia Constitution provides that only local governments can grant property tax-exempt status by designation; and

WHEREAS, Albemarle County Code § 15-1602 was adopted to establish the procedure for considering requests for tax-exempt status by designation pursuant to Virginia Code § 58.1-3651; and

WHEREAS, Albemarle County Code § 15-1602 and applicable state law establish that the Board of Supervisors has the discretion whether or not to consider and approve a request for it to grant property tax-exempt status by special designation; and

WHEREAS, the number of requests to the Board of Supervisors for tax-exempt status is likely to increase now that the authority to grant such status to qualifying entities is purely a local decision; and

WHEREAS, many of the property owners that might qualify for tax-exempt status are already subsidized by the County through donations granted by the County in its annually adopted budget; and

WHEREAS, to be fair and orderly in its treatment of all property owners that might qualify for tax-exempt status and to fairly allocate limited tax dollars to those entities requesting tax relief or seeking County funding, the Board of Supervisors prefers that such funding decisions be made as part of the budget process rather than by grants of perpetual tax-exempt status.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Albemarle County that the Board shall not consider or adopt ordinances granting tax-exempt status by designation unless there is found to be compelling circumstances to do so.

BE IT FURTHER RESOLVED that the Board encourages all qualifying entities seeking relief from property taxation by requesting tax-exempt status to instead request County funding during the County's annual budget process in which the County will consider all factors relating to the request so that a fair and appropriate allocation of County funding, if available, can be determined on an annual basis.

**ALBEMARLE COUNTY RESOLUTION
FOR THE ADOPTION OF
THE NATIONAL INCIDENT MANAGEMENT SYSTEM**

AT A MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALBEMARLE, VIRGINIA, HELD AT 9:00 A.M., ON SEPTEMBER 7, 2005

RESOLUTION ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM IN ALBEMARLE COUNTY, VIRGINIA

WHEREAS, the Board of Supervisors of the County of Albemarle, Virginia does hereby find as follows:

WHEREAS, the President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, and local governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, the collective input and guidance from all Federal, State, and local homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary and desirable that all Federal, State, and local emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management it is critical that Federal, State, and local organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the county's ability to utilize federal funding to enhance local agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various county incident management activities, including current emergency management training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System;

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the Board of Supervisors of the County of Albemarle, Virginia that the National Incident Management System (NIMS) is established as the County standard for incident management.

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 7th day of September 2005, adopted the following resolution:

RESOLUTION

WHEREAS, the street(s) in **Fontana Subdivision, Phases 1 and 2**, described on the attached Additions Form LA-5(A) dated **September 7, 2005**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised the Board that the street(s) meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **Fontana Subdivision , Phases 1 and 2**, as described on the attached Additions Form LA-5(A) dated **September 7, 2005**, to the secondary system of state highways, pursuant to §33.1-229, Code of Virginia, and the Department's Subdivision Street Requirements; and

BE IT FURTHER RESOLVED that the Board guarantees a clear and unrestricted right-of-way, as described, exclusive of any necessary easements for cuts, fills and drainage as described on the recorded plats; and

FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

* * * * *

The road(s) described on Additions Form LA-5(A) is:

- 1) **Fontana Drive (State Route 1765)** from Route 20 to .12 mile east of Route 20, as shown on plat recorded 07/28/1998 in the office the Clerk of Circuit Court of Albemarle County in Deed Book 1729, page 315, with a 70-foot variable right-of-way width, for a length of 0.12 miles.
- 2) **Fontana Drive (State Route 1765)** from .12 mile east of Route 20 to the intersection of Merano Lane (Route 1766), as shown on plat recorded 07/28/1998 in the office the Clerk of Circuit Court of Albemarle County in Deed Book 1729, page 315, with a 50-foot variable right-of-way width, for a length of 0.19 miles.
- 3) **Fontana Drive (State Route 1765)** from the intersection of Merano Lane (Route 1766) to the intersection of Appian Way (Route 1769), as shown on plat recorded 07/28/1998 in the office the Clerk of Circuit Court of Albemarle County in Deed Book 1729, page 315, with a 50-foot right-of-way width, for a length of 0.08 miles.
- 4) **Fontana Drive (State Route 1765)** from the intersection of Appian Way (Route 1769) to the intersection of Fontana Court (Route 1767), as shown on plat recorded 07/28/1998 in the office the Clerk of Circuit Court of Albemarle County in Deed Book 1729, page 315, with a 50-foot right-of-way width, for a length of 0.18 miles.
- 5) **Fontana Court (State Route 1767)** from the intersection of Fontana Drive (Route 1765) to the intersection of Capri Way (Route 1768), as shown on plat recorded 04/22/1999 in the office the Clerk of Circuit Court of Albemarle County in Deed Book 1808, page 138, with a 50-foot right-of-way width, for a length of 0.18 miles.

- 6) **Fontana Court (State Route 1767)** from the intersection of Capri Way (Route 1768) to the cul-de-sac, as shown on plat recorded 04/22/1999 in the office the Clerk of Circuit Court of Albemarle County in Deed Book 1808, page 138, with a 50-foot right-of-way width, for a length of 0.13 miles.
- 7) **Capri Way (State Route 1768)** from the intersection of Fontana Court (Route 1767) to the cul-de-sac, as shown on plat recorded 04/28/1999 in the office the Clerk of Circuit Court of Albemarle County in Deed Book 1809, page 473, with a 50-foot right-of-way width, for a length of 0.06 miles.
- 8) **Merano Lane (State Route 1766)** from the intersection of Fontana Drive (Route 1765) to the cul-de-sac, as shown on plat recorded 07/28/1999 in the office the Clerk of Circuit Court of Albemarle County in Deed Book 1729, page 315, with a 50-foot right-of-way width, for a length of 0.05 miles.
- 9) **Appian Way (State Route 1769)** from the intersection of Fontana Drive (Route 1765) to the intersection of Olympia Drive (Route 1770), as shown on plat recorded 04/17/2003 in the office the Clerk of Circuit Court of Albemarle County in Deed Book 2455, page 551, with a 50-foot right-of-way width, for a length of 0.17 miles.
- 10) **Olympia Drive (State Route 1770)** from the intersection of Appian Way (Route 1769) to the east to end of state maintenance, as shown on plat recorded 03/20/2000 in the office the Clerk of Circuit Court of Albemarle County in Deed Book 1902, page 138, with a 50-foot right-of-way width, for a length of 0.09 miles.
- 11) **Olympia Drive (State Route 1770)** from the intersection of Appian Way (Route 1769) to the west to the cul-de-sac, as shown on plat recorded 03/20/2000 in the office the Clerk of Circuit Court of Albemarle County in Deed Book 1902, page 138, with a 50-foot right-of-way width, for a length of 0.09 miles.

Total Mileage – 1.21 miles

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 7th day of September 2005, adopted the following:

RESOLUTION

WHEREAS, the Department of Transportation recommends that the road described in the Board's resolution adopted on **September 7, 2005** be added to the secondary system of state highways as a no cost rural addition pursuant to § 33.1-229 and Commonwealth Transportation Board policy, because the road meets current minimum standards, the condition of the existing hard surface is serviceable, the road has provided continuous public service since its establishment in May 2004, and currently serves the public use as a turnaround.

NOW, THEREFORE, BE IT RESOLVED, this Board requests the following street be added to the secondary system of state highways, pursuant to §33.1-229, Code of Virginia, and the Rural Addition Policy of the Commonwealth Transportation Board of the Virginia Department of Transportation as a no cost rural addition:

Name of Street: Gold Mine Lane (State Route 1808). Length: 0.12 miles.
From: Nelson County Line (Route 808).
To: cul-de-sac.
Guaranteed Right-of-Way Width: 50 feet.
Plat Recorded, Date: June 26, 2002. Book: 2219. Pages: 463-470.

BE IT FURTHER RESOLVED, this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage, and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

* * * * *

The road(s) described on Additions Form LA-5(A) is:

- 1) **Gold Mine Lane (State Route 1808)** from the Nelson County line (Route 808) to the cul-de-sac, as shown on plat recorded 06/26/2002 in the office the Clerk of Circuit Court of Albemarle County in Deed Book 2219, pages 463-470, with a 50-foot right-of-way width, for a length of 0.12 miles.

Total Mileage - 0.12 miles

VIRGINIA DEPARTMENT OF TRANSPORTATION RE-ALLOCATION FOR THE INTERSTATE, PRIMARY, AND URBAN SYSTEMS, AND FOR MASS TRANSIT

RECOMMENDED ALBEMARLE COUNTY PRIORITIES SEPTEMBER 7, 2005

The following addresses Albemarle County's priorities for each allocation of TEA-21 and each sub-allocation of the Surface Transportation Program (STP) funds.

I. Surface Transportation Program (STP)

Standard Projects:

The following projects, listed in priority order, are eligible for STP funds. The County supports these projects as referenced.

Undertake those projects in the Charlottesville Albemarle Regional Transportation Study (CHART) – UnJam 2025 (adopted May 3, 2004) eligible for the primary program in the sequence as called for in the February 2, 1992 joint resolution between the City, County and University and agreed to by VDOT. These include:

- A. **Meadow Creek Parkway from the Route 250 Bypass to Rio Road.** The Parkway is the County's highest priority project after Route 29 North, and is of the utmost importance in order to maintain an adequate level of service on Route 29 and to improve the overall roadway system serving the urbanizing area north of the City. This project is being funded in the County's secondary program and has been approved by the Commonwealth Transportation Board (CTB) as a low speed parkway in the City of Charlottesville and the County. The County asks that this section be designed and built in accord with the County's design and alignment recommendations developed with the assistance of an independent consultant and endorsed by resolution of the County Board of Supervisors on June 20, 2001 (Attachment A) and approved by the CTB on December 18, 2001. This endorsed design and alignment emphasizes the parkway corridor's potential as a linear park and its relationship to the development of adjacent urban land. The linear park concept is intended to replace McIntire Park land lost due to the project and, at the same time, link McIntire Park to the Rivanna Trails Foundation trail along Meadow Creek and the County's urbanizing area along Rio Road.

Meadow Creek Parkway/Route 250 Bypass Interchange. The County also supports the construction of the Meadow Creek Parkway interchange at the terminus of the Parkway with Route 250 in the City of Charlottesville. This interchange is essential to the safe and acceptable future traffic operation of this high volume intersection. The County is grateful for the \$27,000,000 earmarked in the latest Federal Transportation Bill for this interchange. It is recognized that this interchange project, and its funding, is a separate but related project from the Meadow Creek Parkway mainline project.

Northern Free State Road (formerly Meadow Creek Parkway Phase II) is being funded in VDOT's Six Year Secondary Road Plan for the county. The County is now studying the concept/alignment of this road as part of the previously noted Places 29 Study.

- B. **Route 29 North.** The U. S. Route 29 North corridor has been the focal point of interest, discussion and debate in the Charlottesville area for many years. Numerous and varied transportation improvements have been proposed and/or funded over the years. This highly

urbanized area continues to grow and transportation system improvement needs increase. The County, City, VDOT and the MPO have completed Phase I and Phase II of the 29H250 (US 29 – Hydraulic – 250 Bypass Intersection) Study. The County requests that VDOT plan for the funding of the 29H250 Phase II Option B design recommendations, which emphasizes improving Rt. 29 to serve regional trips and changing the character of Hydraulic Road between Rt. 29 and the Rt. 250 Bypass.

The County appreciates continued VDOT and Commonwealth Transportation Board support of initiatives in the U. S. 29 North corridor. The County, in coordination with the MPO, is currently utilizing VDOT, developer proffered and County general funds to study the concept/alignment of U. S. 29 North as part of a larger transportation network study for the County's Northern Development Areas from the City limits to the Greene County line. This study, a component of the County's Places 29 Study, will include a comprehensive and integrated evaluation of both transportation and land use issues and planning to establish a series of land use recommendations, transportation network improvements and a multi-modal approaches that will support the Northern Development Areas and the Rt. 29 Corridor.

Other projects listed in CHART in the northern study area must be actively pursued and completed. These projects include the Hillsdale Drive Extension Project and Berkmar Drive Extended (recommended in CHART). Also, while funding has previously been dropped for Route 29 improvements north of the South Fork Rivanna River, transportation system improvements as identified by the County in its Comprehensive Plan are imperative to this area. Specifically, the County requests funding for a third lane north and southbound on Rt. 29 from the South Fork Rivanna River to north of its intersection with Hollymead Drive. These improvements would tie into a third lane recently constructed in each direction along Rt. 29 as part of major land development projects at the Hollymead Town Center. There are significant peaks and valleys in Rt. 29 through this area that create an existing dangerous condition and this will only worsen as traffic increases as development occurs in this area in accord with the Comprehensive Plan. This section of road already experiences a high level of vehicle accidents, particularly in the area of Forest Lakes South. This new third lane section, and other road improvements in the area, was funded by the developer through zoning proffers related to the project's approval. Completion of this section would essentially complete the three phases of improvements to Rt. 29 from Hydraulic Road to Airport Road that were originally programmed in the Six-Year Plan in 1988. These and other Comprehensive Plan transportation system recommendations envision future development to be served by a transportation network that ultimately provides a complete system of urban streets and supports walking and biking and comprehensively links all land uses.

- C. Complete preliminary engineering and undertake the widening of Route 20 South from I-64 to Mill Creek Drive. Incorporate sidewalks and bike lane facilities into these improvements. This is a curvy section of road in the County's Urban Area that serves the traffic from Monticello High School and has experienced several accidents with fatalities in recent years.
- D. The County supports the funding of the TransDominion Express and recommends that it be seriously considered as a multi-modal means to address the issues and recommendations identified in the multi-phased Route 29 Corridor Study.
- E. There are three areas of emphasis the County requests be addressed on Route 250:
 - 1. Improve Route 250 west from Emmet Street to the Route 29/250 Bypass. This section is covered by the joint Ivy Road Design Study conducted by the City, County and University of Virginia and originally recognized for improvement in the Lewis Mountain Neighborhood/University Heights (Area B) Study. The University of Virginia is currently constructing a new basketball arena and parking facilities in this area that will likely create additional traffic demands on Ivy Road. Any plans for the improvement of this section of Route 250 West need to be coordinated between the City, County and University.

2. The remaining portion of Rt. 250 West to Yancey Mills (the I-64/250 interchange) was studied by VDOT with a local advisory committee to determine long term needs for this road. The Board of Supervisors has rejected the study recommendations completed in 2000 and, passed a resolution supporting Route 250 West as a Scenic Virginia Byway with significant historic, natural, and scenic qualities. The County instead recommends maintaining the present two-lane configuration of the corridor with any short term or spot improvements being as non-intrusive and consistent as possible with the special character of this scenic by-way.
 3. VDOT has completed a similar study of Rt. 250 East from Free Bridge to the Fluvanna County line. This study's findings have been presented to the Albemarle County Board of Supervisors. The County will consider the recommendations of this study as part of the Neighborhood Planning process "Pantops Urban Area Neighborhood Master Plan." This study will focus on creating a neighborhood plan that integrates land use and transportation planning to establish land use recommendations, transportation network improvements and multimodal approaches that will support neighborhood development.
- F. Undertake improvements that will benefit/improve Route 240 in Crozet in accord with recommendations from the recently completed Crozet Master Plan.
- Implement sidewalk plan (per Downtown Sidewalk and Parking Study).
 - Create bike lanes to and in downtown.
 - Construct Eastern Avenue, to include the Lickinghole Bridge and a railroad crossing
 - Construction of Main Street east from Crozet Avenue.
- G Undertake the widening of Route 20 North from north of Route 250 East to the Elks Drive/Fontana Drive intersection. Incorporate sidewalks and bike lane facilities into the west side improvements. The County has also listed these improvements under "Safety" priorities. To date, the County has constructed sidewalks on the east side of Route 20 from Route 250 to Fontana Drive.
- H. Undertake improvements recommended in the Southern Urban Area B Study recently completed in coordination with the City of Charlottesville, County of Albemarle, and the University of Virginia. The Study recommended for a road to be constructed between Fontaine Avenue and Sunset Avenue.
- I. Recognize that mass transit can relieve traffic congestion and is an alternative to road construction, particularly in more densely developed urban areas, and shift funds from road construction into mass transit to accomplish this.

NOTE: The Town of Scottsville has requested that VDOT improve Route 20 (Valley Street) at the intersection of both Warren Street and Hardware Street. VDOT had proposed these improvements in the 1970's, but the improvements were not completed. The improvements will enhance the safety of the traveling public in the Town.

II. Safety Improvements:

Several projects in the County seem to qualify under this 10% set-aside. They are, in priority order:

- J. Construct pedestrian walkways along various primary routes within the County's Urban Neighborhoods. Absent the incorporation of such road walkways into full road widening/improvement projects, the following road sections are priorities for pedestrian walkways: 1) Route 240 in "downtown" Crozet; 2) Route 20 South from the City limits to Mill Creek Drive; 3) along Route 250 East in the Pantops area as an extension to existing sidewalks; and 4) along Route 250 West from the City limits to the Farmington entrance.

- K. The County has placed a high priority on pedestrian improvements in the Crozet area. The County chose Crozet as the first community to be master planned based on the County's adopted Neighborhood Model. The County received TEA 21 funding in July 2004 for Phase I of the Crozet Streetscape Plan and continues to seek additional funding to undertake needed improvements (see Enhancement Project section).
- L. Reconfigure intersection and install traffic signals at the intersection of Routes 22 and 250
- M. Improvements to Route 250 West along the corridor in Ivy to address existing and short-term traffic circulation problems, including access to developed properties in this area. Of particular concern is the Tillman Road intersection (Route 676), which serves school bus traffic and has poor sight distance. These improvements should be undertaken in accordance with recommendations approved by the Board of Supervisors in the Route 250 West Corridor Study.
- N. Improvements to the Route 240 underpass at the CSX Railroad tracks in Crozet.
- O. Functional plans, including an analysis of possible safety improvements, for Routes 22 and 231. The County remains concerned with overall public safety as it relates to traffic created by large trucks along these road segments, and encourages VDOT to consider all appropriate measures to ensure that trucks travel safely along these roadways in the future. The County has repeatedly requested VDOT to restrict through trucks on Route 22 and Route 231.

III. Enhancement Projects:

This is a valuable funding source for which several projects appear to be eligible. Unfortunately funding for new projects is not available this year. The County urges that funds be made available for new pedestrian and bicycling projects. For the County, new projects, in priority order, are:

- P. Pedestrian streetscape improvements in downtown Crozet. These streetscape improvements, which were included in an Enhancement Grant submitted in January 2002, June 2003 and October 2004, include the relocation and burial of overhead utility wires, and construction of historically compatible sidewalks. The County received TEA 21 funding in July 2004 for Phase I and July 2005 for Phase II of the Crozet Streetscape Plan.
- Q. Beautification of entrance corridors (particularly Route 20, 29 and Route 250).
- R. Construction of bikeway, pedestrian, and greenway facilities as prioritized in the Jefferson Area Bicycle, Pedestrian, and Greenways Plan.
- S. Development of portions of the Rivanna River Greenway path system.
- T. Removal of non-conforming billboards.

National Highway System (NHS)

The Charlottesville-Albemarle MPO Policy Board approved the NHS as proposed by VDOT in this area excluding the Route 29 Bypass. The Federal Highway Administration (FHWA) has approved the NHS, which includes the existing Route 29, and the Route 29 Bypass. The County believes any projects that are included in the NHS should reflect the recommendations that result from the previously referenced transportation improvement study of the Route 29 North corridor area.

Congestion Mitigation and Air Quality Improvement Program

This does not apply to Albemarle County. The County is not in an area of non-attainment for ozone or carbon monoxide.

Six Year Primary Plan Priority List By Categories

I STP Projects

Undertake projects in CHART –UNJam 2025 (adopted May 3, 2004)

- A. Construct Meadow Creek Parkway from Route 250 Bypass to Rio Road, including interchange at the Route 250 Bypass.
- B. Improvements to Route 29 North Corridor:
 - 1) Funding of 29H250 Phase II, Option B design recommendations; which emphasizes improving Rt. 29 to serve regional trips and changing the character of Hydraulic Road between Rt. 29 and Rt. 250 Bypass;
 - 2) Berkmar Drive extension;
 - 3) Hillsdale Drive extension;
 - 4) Widening improvements to Route 29 North (3rd lane, from S.F. Rivanna River);
- C. Widening of Route 20 south (from I-64 to Mill Creek Drive), including bike lanes and sidewalks.
- D. Funding of the TransDominion Express.
- E. Improvements to Route 250:
 - 1) Improve Route 250 West from Emmet Street to the Route 29/250 Bypass;
 - 2) Maintain current two-lane road configuration from the Bypass to Yancey Mills, reflective it character as a Scenic Virginia Byway;
 - 3) Spot improvements to intersections in Ivy at Routes 678 and 637
- F. Improve Route 240 in accord with the recommendations of the Crozet Master Plan.
- G. Widen Route 20 North, from Route 250 to Elks Drive/Fontaine Drive intersection, including bike lanes and sidewalks.
- H. Improve Fontaine Avenue consistent from Jefferson Park Avenue to its terminus consistent with recommendations identified by the Fontaine Avenue Task Force.
The Study recommended for a road to be constructed between Fontaine Avenue and Sunset Avenue.
- I. Recognize mass transit as it can relieve traffic congestion and as an alternative to road construction and shift funds from road construction to mass transit to accomplish this.

Note: The Town of Scottsville has requested that the intersections of Route 20 (Valley Street) with both Warren Street and Hardware Street be improved.

II. Safety Improvements

- J. Construction of pedestrian walkways along various routes in the County Urban Areas
- K. Pedestrian improvements in Crozet
- L. Reconfigure intersection and install traffic signals at intersection of Rt. 22 at Rt. 250
- M. Improvements to Route 250 West in the Ivy area
- N. Improvements to Rt. 240 underpass at CSX RR in Crozet
- O. Functional plan for the Route 22/231 corridor

III. Enhancement Projects

- P. Pedestrian Streetscape improvements in downtown Crozet
- Q. Beautification of entrance corridors
- R. Construction of Bikeway, pedestrian, and greenway improvements as prioritized in the Jefferson Area Bicycle, Pedestrian and Greenways Plan and the County's Comprehensive Plan
- S. Development of portions of the Rivanna River Greenway path system.
- T. Removal of non-conforming billboards.

National Highway System (NHS)

- V. The Charlottesville-Albemarle MPO Policy Board approved the NHS as proposed by VDOT in this area excluding the Route 29 Bypass.

**Volunteer Fire Rescue
Building Maintenance Funding Policy**

1. Purpose

The purpose of this policy is to assist volunteer fire and rescue stations that do not have the financial means to fund building repairs and minor building renovations.

2. Volunteer Station financial assessment

The intent of the policy is to provide financial assistance to volunteer stations that do not have the financial means to fund building repairs and minor building renovation projects. Therefore, a volunteer station requesting assistance will need to show that the station is unable to independently fund the project. Determining financial hardship requires that the station disclose the department’s financial statements (balance sheet and income statement – see example at end of document) to help demonstrate the station’s financial need.

3. Qualified projects

Building repairs and minor building renovation projects that help maintain the current facility shall be qualified for consideration. Projects beyond this scope will be addressed on a case by case basis through the normal CIP process.

4. Five year building assessment to determine future expenditures

4.1. Stations requesting financial assistance must conduct a five year assessment of their building to determine the long term maintenance needs. The five year assessment should include a projected and prioritized list of building repairs/renovations, a cost estimate per repair/renovation, and a narrative outlining the justification for each repair/renovation.

North River VFD						
Major Building Repairs						
Priority	Project type	FY06/07	FY07/08	FY08/09	FY09/10	FY10/11
High	Roof repair	30,000				
Medium	HVAC replacement			15,000		
Medium	Bunk room renovation					5,000
	Total	30,000	-	15,000	-	5,000

4.2. County staff will work with volunteer staff to assess the projects to help determine needs, eligibility and timing.

5. Funding Assistance

5.1. Financial assistance shall be provided through a no-interest loan with a five to ten year payback period. In cases of extreme financial hardship, a grant may be considered.

5.2. A volunteer station receiving a no-interest loan will work with County staff to develop a financial plan to ensure that the loan will be paid in full over time. The plan will be reviewed and approved by the Office of Management and Budget (OMB) before financial assistance is provided.

6. Other requirements

6.1. Volunteer stations that qualify according to this policy shall submit a request to the Department of Fire Rescue by August 1 in preparation for the next fiscal year budget process.

6.2. Approved projects will be procured and completed according to current County policies and procedures.

COMMERCIAL LEASE

THIS LEASE AGREEMENT is made as of this 1st day of August, 2005, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA** and the **COUNTY OF ALBEMARLE, VIRGINIA**, both political subdivisions of the Commonwealth of Virginia (hereinafter "Lessors"), and **SILVERCREST ASSET MANAGEMENT GROUP, LLC** (hereinafter "Lessee").

WITNESSETH:

WHEREAS, the Lessors are the owners of the Premises described herein, and represents that they have clear and unencumbered title to said Premises and are able to lease the same and deliver possession of the Premises to the Lessee upon the Commencement Date as set forth herein; and

WHEREAS, the Lessee is currently in possession of the Premises pursuant to an Assignment of Lease dated March 31, 2005 and desires to continue to lease the Premises for use as commercial office space; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereby agree as follows:

1. **LEASED PREMISES**. The leased premises, herein referred to as the "Premises", shall be all the property identified as Parcel 111 on City Real Property Tax Map 53, including the building containing approximately 6,218 square feet and commonly known as the Jessup Building, 614 East High Street, and labeled as "Town Hall Two" on the attached Site Plan (Attachment A), together with the parking area hereinafter designated. The property lies between East High Street and Jefferson Street, and on the west side of 7th Street, N.E. in the City of Charlottesville.

The designated parking area shall include those ten (10) individual parking spaces marked on the attached Site Plan with an "X".

2. **LEASE TERM AND NON-RENEWAL**. The term of this Lease shall be for a period of five (5) years, beginning August 1, 2005 ("Commencement Date") and terminating at midnight on June 30, 2010, or sooner as provided herein. There shall be no automatic renewal or extension of the term of this Lease, and should extension or renewal be desired by Lessors or Lessee, such renewal or extension shall be accomplished by separate written instrument of equal dignity to this Lease. Absent such written renewal or extension, this Lease shall automatically terminate at the end of the term hereof.
3. **RENT**. (A) The base annual rent for the Premises shall be Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) for a total base rent for the entire term of Three Hundred Sixty-Eight Thousand, Seven Hundred Fifty and 00/100 Dollars (\$368,750.00). Said rent is payable in advance in monthly installments on the first day of each successive month of the lease term commencing on August 1, 2005. Until the same is adjusted as hereinafter set forth, said monthly rental payments shall be Six Thousand, Two Hundred Fifty and 00/100 Dollars (\$6,250.00) (the "Base Monthly Rent"). If such monthly rental payment is not received by Lessors on or before the fifth (5th) day of the month in which it is due, Lessee shall pay Lessors a late charge in addition to the monthly rental of five percent (5%) of such late monthly rental payment(s). All payments shall be made to Lessors at the address specified herein.

(B) Lessee and Lessors agree that the annual Rent for each year following the initial year of the Lease (August 1, 2005 to July 31, 2006) shall equal the amount of Rent payable during the previous rent year, unreduced by any rent credits provided for herein, increased by the "Rent Increase Percentage". The Rent Increase Percentage shall mean the greater of (i) the percentage increase of the Consumer Price Index for All Urban Consumers for All Items [CPI-U (1982-1984=100)] that occurred during the preceding Lease Year ending three (3) months before

the anniversary date of this Lease; or (ii) three percent (3%) of the Rent payable during the previous rent year, unreduced by any rent credits provided for herein.

(C) In consideration for this Lease, Lessee agrees to perform certain renovation work at the Premises, as more particularly described in the "Intended Rehabilitation" section of the attached Memorandum from Lessee to Lessors, dated August 24, 2005, with supporting electronic mail messages attached, all of which is attached hereto as Attachment B to this Lease. Lessee agrees that during the first year of this Lease it will expend approximately Ninety Thousand and 00/100 Dollars (\$90,000.00) for the Intended Rehabilitation work described in the Attachment. All work shall be performed in a first class professional manner by licensed contractors, in full compliance with any and all applicable building and safety codes. Lessee shall be responsible for the prompt payment of all costs, charges and invoices for the above-described work. All work shall be completed during the first year of the lease term, unless Lessee and Lessors agree to a longer period.

Subject to the conditions stated herein, when any of the intended rehabilitation work referenced in this paragraph (C) has been completed and paid for by Lessee, Lessee shall be entitled to a rent credit equal to the cost of the repair. Lessee shall submit to Lessors copies of all invoices for the interior repair work with documentation evidencing payment by Lessee. Lessors shall have the right of access to the building, upon reasonable notice to Lessee, to verify that the repairs have been performed in a satisfactory manner. Upon receipt of the required documentation from the Lessee, Lessors shall have ten (10) working days to give written notice to Lessee if the rent credit is denied, with reasons for the denial. If Lessors do not give timely written notice of denial to Lessee, Lessee shall be entitled to deduct from the next month's rental payment the paid costs of the repairs. If the amount of the rent credit is greater than the monthly rental amount, Lessee may continue to deduct the repair costs from subsequent monthly rental payments until the entire amount of the rent credit has been exhausted; provided, however, that in no event shall a credit be claimed by Lessee or allowed by Lessors (i) for any costs in excess of Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) over the entire term of this Lease; or (ii) for any repairs not referenced in this paragraph (C), unless such non-routine repairs and credits therefore are agreed to in writing by Lessors and Lessee prior to such repairs being made.

4. **REAL PROPERTY TAXES.** Throughout the term of this Lease Lessee shall pay all real property taxes lawfully assessed against its leasehold interest by the City of Charlottesville pursuant to Virginia Code § 58.1-3203. In the event that the taxing authority of the City of Charlottesville determines that the Premises is not eligible for an exemption from real property taxation pursuant to Virginia Code § 58.1-3603, Lessee shall within thirty (30) days of receipt of written notice and proof of payment by Lessors, reimburse Lessors for the amount of real property taxes each has paid as an owner of the Premises.
5. **USE.** Lessee shall use and occupy the Premises for general office purposes in the conduct of its business and shall not use the Premises for activities that would in any way violate any law or requirement of any public authority, cause structural damage to the improvements, interfere with the normal operation of the utility systems, cause undue noise or disturbance to neighboring properties or alter the exterior of the building. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing or device.
6. **QUIET ENJOYMENT.** Lessors covenant that, upon payment of rent and conditioned upon performance of all of the covenants and conditions of this Lease, the Lessee shall peacefully and quietly have, hold and enjoy the said leased Premises for the term aforesaid.
7. **CONDITION OF PREMISES / CARE AND MAINTENANCE.** (A) Except as may be expressly provided otherwise herein, Lessee accepts said premises and fixtures therein, if any, in their present condition and agrees to keep said premises and fixtures in a good clean condition; to commit no waste thereon; to obey all laws and ordinances affecting said Premises; and at termination hereof to surrender the premises and fixtures in like condition as when taken, reasonable wear and tear excepted.

(B) Lessee shall be responsible for all routine and ordinary interior and exterior maintenance and repairs to the building and Premises during the term of the Lease, except that Lessors will be responsible for the following:

- (1) Maintenance, repair or replacement of the heating, ventilation and air conditioning system;
- (2) The initial repair of the exterior front and side walkways, and front and side retaining walls which are at the Commencement Date in a damaged condition;
- (3) The initial repainting of the exterior window frames, shutters and roof in a color scheme mutually acceptable to Lessors and Lessee;
- (4) Treatment and or removal of the two existing hemlock trees located in the front of the building, and if removal is necessary to install appropriate replacement trees or plantings.

Any extraordinary repairs or replacements, including but not limited to repair or replacement to the roof, shall be performed by the Lessors, "extraordinary" being defined as those non-routine repairs or replacements with a life expectancy longer than the term of this Lease.

8. **ALTERATIONS**. Lessee shall not, without first obtaining the written consent of the Lessors, make any alterations, additions, or improvements in, to or about the Premises, except as described in paragraph 3 (C), *supra*. The Lessors' written consent will not be unreasonably withheld for any alterations, additions or improvements Lessee deems necessary or convenient to its use of the Premises for its intended purpose. Any permanent fixtures shall become the property of the Lessors upon termination of the Lease. Lessee shall be entitled to make improvements and additions to the existing gardens on the Premises. All alterations shall be in accordance with applicable law, regulations and codes, including but not limited to the applicable building codes and the City of Charlottesville's zoning ordinance. Any changes to the exterior appearance of the building shall not be made until the Lessee has obtained a certificate of appropriateness from the City's Board of Architectural Review or, on appeal, City Council.
9. **ORDINANCES AND STATUTES**. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.
10. **ASSIGNMENT AND SUBLETTING**. Lessee shall not assign this Lease or sublet any portion of the Premises without the prior written consent of the Lessors, which consent may be withheld for any reason or for no reason, or which may be conditioned in any way Lessors choose. Any such assignment or subletting without consent shall be void and the Lessors, at their option, may terminate this Lease.
11. **UTILITIES**. Lessee shall provide and pay all charges incurred by Lessee for utilities, including gas, electricity, water, sanitary sewer and trash disposal services incurred by Lessee during the term of this Lease. Lessee shall be responsible for the costs of any telephone, cable television and internet services to the Premises. Lessors may interrupt or suspend the supply of any utility service to the Premises in order to make any necessary repairs or perform any maintenance for which Lessors are responsible so long as Lessors shall pursue with reasonable diligence the completion of the work. No such interruption shall exceed a period of one (1) day without prior consent of Lessee. If such interruption is necessary, Lessors shall give Lessee at least 48 hours prior written notice of the dates and times of the contemplated interruption, unless such interruption is due to an emergency not caused by Lessee, and shall cooperate with Lessee in order to minimize any inconvenience to Lessee.
12. **ENTRY AND INSPECTION**: Lessees shall permit Lessors or Lessors' agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessors at any time within sixty (60) days prior to the expiration of this Lease to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

13. **INSURANCE.** Lessee shall obtain and maintain in full force and effect during the term hereof business personal property insurance, including fire and extended coverage insurance, to cover its property and business operations within the Premises, and general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate and not less than One Hundred Thousand Dollars (\$100,000.00) with respect to property damage per occurrence. The Lessee's general liability insurance policy shall name the City of Charlottesville and the County of Albemarle as additional insureds as it pertains to the Premises. A certificate evidencing that the Lessors have been named as additional insureds shall be provided to the City of Charlottesville as fiscal agent for Lessors. The Lessors, at their sole expense, shall adequately insure the building for fire, casualty, hazard and liability.
14. **INDEMNIFICATION.** (A) Lessee agrees to indemnify and hold harmless Lessors and their officials, officers, agents and employees from and against any and all claims, losses, liabilities, damages and expenses which arise from Lessee's possession, use, occupation, management, repair, maintenance or control of the Premises, or any portion thereof, which arise from any negligent or wrongful act or omission of Lessee or Lessee's agents, employees, licensees, or invitees, or result from any default, breach, violation or nonperformance of this Lease or any provision of this Lease by Lessee. Lessee shall, at its own cost and expense, defend any and all actions, suits or proceedings which are brought against Lessors with respect to the foregoing. Lessee shall pay, satisfy and discharge any and all judgments, orders and decrees which may be recovered against Lessors as a result of the foregoing. Lessors shall fully cooperate in the defense of any such actions, suits or proceedings.
- (B) Lessors shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, oil, rain, ice, snow, or any leak or flow from or into any part of the Premises or the building of which the same is a part, or for any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury is caused by the negligent or wrongful act or omission of the Lessors or either of them; and, notwithstanding the foregoing or any other provision of this Lease, Lessors shall not be liable to Lessee or any insurance company insuring Lessee for any loss or damage to Lessee's personal property within the Premises or on Lessors' property which was covered by fire and extended coverage insurance.
15. **EMINENT DOMAIN.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the Premises shall be taken by eminent domain, this Lease shall terminate on the date when entry onto the Premises is made by the takeover entity. The rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date or rent credits shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of improvements owned by Lessee, and for relocation expenses.
16. **DAMAGE BY FIRE OR OTHER CASUALTY.** If all or any portion of the Premises shall be damaged or destroyed by fire or other casualty, this Lease shall not be terminated unless Lessors decide not to replace, repair or rebuild in accord with the following provisions. Lessee hereby waives any and all rights to terminate this Lease by reason of damage to the Premises by fire or other casualty pursuant to any presently existing or hereafter enacted statute or pursuant to any other law. In the event of any damage to the Premises by fire or other casualty which renders the premises unfit for Lessee's purposes, in whole or in part, there shall be an abatement of the rent payable hereunder during the period of such condition for so long as Lessee is not engaged in the conduct of its business operations in the Premises to substantially the same extent as that prior to said casualty and only to that extent which the Premises are rendered unusable, and on a *pro rata* basis. If all or any portion of the Premises is damaged or destroyed by fire or other casualty that is covered by Lessee's general liability insurance, then all insurance proceeds under such policy shall be paid to the Lessors or made available for the payment for repair, replacement, or rebuilding, and the Lessors shall elect as soon as practical after the damage has occurred, but no later than twenty (20) days thereafter, whether or not to repair or rebuild the Premises or any such portion thereof to its condition immediately prior to such occurrence; provided, however, that the foregoing provisions shall not require the Lessor to repair or rebuild

any part of the Premises, or of Lessee's improvements, equipment or appurtenances not constituting fixtures or otherwise a part of the Premises owned by Lessors. In any event, Lessors shall provide Lessee written notice of its decision either to elect to or refuse to replace or rebuild said Premises within the aforesaid twenty (20) day period. If Lessors elect not to replace or rebuild then said Lease shall be deemed terminated thirty (30) days following the occurrence causing said damage. If at the time of Lessors' decision to replace or rebuild, Lessors do not agree in writing to complete the repair or rebuilding within ninety (90) days after the decision is made, or within a reasonable period if ninety (90) days is unreasonable under the circumstances in light of the nature and extent of the damages, as decided by both Lessors and Lessee, Lessee shall have the option to terminate this Lease by written notice to Lessors within fifteen (15) days after Lessors' decision.

17. **DEFAULT PROVISIONS.** (A) The following shall constitute events of default:

- (1) Abandonment of the Premises;
- (2) The default of seven (7) days in payment of rent or other sums due to Lessors hereunder;
- (3) Breach of any of the covenants or conditions of this Lease continuing for more than fifteen (15) days following receipt of written notice thereof from Lessors to Lessee;
- (4) Dissolution or commencement of any proceedings to dissolve Lessee;
- (5) Termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors of all or any part of the property of the Lessee, or commencement of any proceedings under any bankruptcy or insolvency law by or against Lessee.

No failure on the part of the Lessors to enforce any covenant or provision herein, nor the waiver of any right hereunder by Lessors, shall discharge or invalidate such covenant or provision or any other covenant, condition or provision hereof, or affect the right of the Lessors to enforce the same in the event of subsequent breach or default.

(B) **REMEDIES ON DEFAULT.** Upon the occurrence of any event of default, Lessors shall have the right, then or at any time thereafter while such event of default shall continue, to terminate this Lease on not less than ten (10) days notice to Lessee. On the date specified in such notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the Premises to Lessors, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessors, Lessors may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. In the event of default by Lessee, rentals received by Lessors following reentry shall be applied to liability of the Lessee resulting from said default.

(C) **LIABILITY OF TENANT ON DEFAULT.** If the Lessors rightfully terminate this Lease or reenters pursuant to the foregoing section, Lessee shall remain liable for the rent and all of the sums provided for in this Lease until the date this Lease would have expired had such termination not occurred and any and all expenses incurred by Lessors in reentering the Premises, repossessing the same, making good any default of the Lessee, and repairing any damage which may have resulted from Lessee's use of the Premises excepting normal wear and tear and the expense which Lessors may incur in obtaining a new tenant. Lessee agrees to pay to Lessors the amount of the foregoing liability with respect to each month during the term of this Lease, all of which shall be accelerated upon any default. In the event of default, and in addition to the foregoing, Lessee shall pay Lessors all costs incurred, including reasonable attorney's fees with respect to any collection efforts, suit, or action taken or instituted by Lessors against Lessee to enforce the provisions of this Lease provided the Lessors substantially prevail.

(D) **LIQUIDATED DAMAGES.** If Lessors rightfully terminate this Lease pursuant to the foregoing default provisions, Lessors shall have the right at any time, at their option, to require Lessee to pay to Lessors, on demand, as liquidated and agreed final damages in lieu of Lessee's liability hereinbefore provided, the rent and all of the charges which would have been payable from the date of such demand to the date when this Lease would have expired if it had not been terminated. If the Premises have been relet for all or part of the remaining balance of the term by Lessors after default by Lessee, the amount of said rent shall be credited against any liquidated

damages. Upon payment of any such liquidated and agreed final damages, Lessee shall be released from all further liability under this Lease.

18. **RIGHT OF LESSORS TO CURE LESSEE'S DEFAULT.** If Lessee shall fail to keep or perform any of its obligations as provided in this Lease, then Lessors may, upon the continuance of such failure on Lessee's part for fifteen (15) days after receipt of written notice from Lessors to Lessee and without waiving or releasing Lessee from any obligations, and as an additional but not exclusive remedy, make such payment or perform any such obligation and all sums so paid by Lessors and all necessary and incidental costs and expenses incurred by Lessors in making such payment or performing such obligation together with interest thereon at the judgment rate of interest, from time to time as provided by the Code of Virginia, shall be paid by Lessee to Lessors on demand, or at Lessors' option may be added to any installment of rent thereafter falling due.
19. **SECURITY DEPOSIT.** Lessors have received a security deposit from Lessee in the amount of Four Thousand, One Hundred and Sixty-Six and 00/100 Dollars (\$4,166.00) as security for the full and faithful performance by Lessee of every provision, covenant and condition of this Lease, including without limitation the surrender of possession of the Premises to Lessors as herein provided. If Lessors apply any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessors the amount so applied so that Lessors shall have the full deposit on hand at all times during the term of the Lease. At the termination of this Lease, In the event that Lessee shall fully and faithfully comply with every provision, covenant and condition of this Lease, such security deposit or any balance of it shall be returned to Lessee within thirty (30) days after expiration or earlier termination (without default of Lessee) of the Lease and delivery of possession of the Premises to Lessors. Acceptance of the security deposit by Lessors does not constitute any waiver of damages that may exceed the amount of the security deposit or any waiver of any other rights the Lessors may have against the Lessee, at law or in equity, by reason of Lessee's default, and in the event of damages suffered by Lessors by reason of Lessee's default, that exceed the amount of the security deposit, Lessors shall be entitled to such additional damages directly attributable to Lessee's use of the Premises.
20. **ATTORNEY'S FEES.** In the event that suit is brought by either party in furtherance of its rights under this Lease, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
21. **WAIVER.** No failure of Lessors to insist upon the strict performance of any term or provision of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Lessors of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term or provision of this Lease. Any waiver by Lessors must be by a written instrument executed by Lessors clearly describing the waiver and its extent.
22. **SURRENDER OF LEASED PREMISES.** Upon the expiration or other termination of the term of this Lease, Lessee shall quit and surrender the Premises in good order, repair, and in clean condition, and shall remove all of its property therefrom, except as otherwise provided in this Lease.
23. **ESTOPPEL CERTIFICATE.** Lessee shall, without charge therefore, at any time and from time to time, within ten (10) days after receipt of a written request by Lessors, execute, acknowledge and deliver to Lessors a written estoppel certificate certifying to Lessors or any purchaser of the Premises, or any other person designated by Lessors, as of the date of such certificate, to be prepared at Lessors' expense, stating whether or not Lessee is in possession of the Premises; whether or not this Lease is unmodified and in full force and effect; whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of Lessors known to Lessee at that time; the dates, if any, to which any rent or other charges have been paid in advance; that Lessee has no knowledge of any then uncured defaults on the part of the Lessors under this Lease or if Lessee has knowledge of any such uncured defaults, specifying the same; that Lessee has no knowledge of any event having occurred that authorizes the termination of this Lease by Lessee; and the address to which notices to Lessee should be sent. Further, Lessors agree to provide an estoppel certificate covering the same items to Lessee or other

person designated by Lessee without charge, within ten (10) days of Lessee's request for the same.

24. **NOTICES**. Any notice which either party may or is required to give shall be given by mailing the same, postage prepaid, to the following and, unless otherwise provided for herein, shall be deemed given as of the date postmarked in the United States mail to the following addresses or at such other addresses as are specified by written notice delivered in accordance herewith.

To Lessee: Russell J. Bell
 Managing Director
 Silvercrest Asset Management Group LLC
 614 East High Street
 Charlottesville, VA 22902

To Lessors: City of Charlottesville, Virginia
 City Hall, 601 East Market Street
 P.O. Box 911
 Charlottesville, VA 22902
 Attn: Gary O'Connell, City Manager

and

County of Albemarle, Virginia
County Office Building
401 McIntire Road
Charlottesville, VA 22902
Attn: Robert W. Tucker, Jr., County Executive

with a copy to: S. Craig Brown, Charlottesville City Attorney
City Hall, 601 East Market Street
P.O. Box 911
Charlottesville, VA 22902

and

Larry W. Davis, Albemarle County Attorney
County Office Building
401 McIntire Road
Charlottesville, VA 22902

25. **HEIRS, ASSIGNS AND SUCCESSORS**. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
26. **SUBORDINATION**. This Lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
27. **NONAPPROPRIATION**. This Lease is subject to the approval, ratification and annual appropriations by the County of Albemarle Board of Supervisors and the City of Charlottesville City Council of the necessary money to fund the obligations of the Lessors under the Lease for succeeding fiscal years. Should either or both of the governing bodies fail to appropriate necessary funding, the Lessors shall promptly give notice of such nonappropriation to Lessee and may terminate this Lease without incurring any penalty, liability or additional costs whatsoever.
28. **COMMISSIONS**. Lessors and Lessee agree that no real estate agent or company has provided services in connection with this Lease, and each party hereto agrees to hold the other harmless from any claim made for a commission in connection with this Lease.

29. **ENTIRE AGREEMENT AND AMENDMENTS.** This Lease represents the entire agreement between the parties, and may only be amended by written addendum executed by authorized representatives of both the Lessors and the Lessee.
30. **APPLICABLE LAW.** This Lease shall be governed by the laws of the Commonwealth of Virginia.
31. **FISCAL AGENT.** As set forth in that certain Agreement dated July 20, 2004, between the City of Charlottesville (the "City") and the County of Albemarle (the "County"), attached hereto as Exhibit C, the City shall serve as the Fiscal Agent for the Lessors under this Lease, and the Lessee shall have the benefit of the provisions of said Agreement as it relates to the Property herein. The City shall be the recipient of all rents or other monies due.

WITNESS the following authorized signatures and seals, all as of the day and year first herein above written.

LESSEE:

SILVERCREST ASSET MANAGEMENT GROUP, LLC

Russell J. Bell
Managing Director

LESSORS:

CITY OF CHARLOTTESVILLE

BY: _____
Gary B. O'Connell, City Manager

COUNTY OF ALBEMARLE

BY: _____
Robert W. Tucker, Jr., County Executive

SP-2005-013. Hollymead Swim Club (Sign #67). Request for swim, golf, tennis or similar fac, to allow membership to swimming pool from outside of Hollymead Planned Unit Development in accord w/Secs 20.4.2.1, 22.2.2.6, 18.2.2.4 & 5.1.16 of the Zoning Ord which allow for swim, golf, tennis & similar facs. TM 46B2, Sec 2, P A contains 17 acs. Znd Hollymead PUD. Loc at 2000 Hollymead Dr in Hollymead development. Rivanna Dist.

1. Family memberships, including residents of the Hollymead PUD, shall not exceed four hundred sixty-six (466); and
2. Prior to the issuance of a Zoning Clearance for the commercial swim club, the applicant shall provide sight distance at the entrance/exit to the property onto Hollymead Drive to the satisfaction of the Virginia Department of Transportation.

SP-2004-032. St. Nicholas Orthodox Church (Sign #34). Request for church use to be established on a 4.45 acs in accord w/Sec 18.10.2.2.35 of the Zoning Ord. TM 70, P 12A. Znd RA & EC. Loc on St Rt 250 (7581 Rockfish Gap Turnpike), approx .5 mls W of intersec of St Rt 691 (Greenwood Rd) & Rt 250. White Hall Dist.

1. The site shall be developed in general accord with the plan entitled "Application Plan-SP- 2004-0032", prepared by Blackwell Engineering, PLC, revised July 2005;
2. The area of assembly shall be limited to one hundred (100)-seat sanctuary;
3. There shall be no day care center or private school on site without approval of a separate special use permit;
4. The applicants shall secure VDOT approval of the entrance from Route 250, prior to the issuance of a zoning clearance for church use of the site; and
5. No building expansions are permitted without prior approval of a new special use permit.

SP-2004-053. Wildon Grove Baptist Church (Sign #33). - Request for church to allow bld addition, in accord w/Sec 18.2.2.35 of the Zoning Ord which allows for church uses in the RA. TM 36, P 22, contains approx 1 ac. Znd RA. Loc at 6820 Wildon Grove Rd (Rt 645), which is approx 1.5 mls SW of intersec of Rt 645 (Magnolia Rd) & Rt 608 (Happy Creek Rd), approx 2 mls S of the Albemarle/Orange County line. Rivanna Dist.

1. The site shall be developed in general accord with the plan entitled "Application Plan for Special Use Permit 2004-53," revised June 13, 2005;
2. The area of assembly shall be limited to the existing ninety-four (94)-seat sanctuary;
3. There shall be no day care center or private school on site without approval of a separate special use permit; and
4. The church shall make the property available for documentation of the fellowship hall building (as labeled on the Application Plan Attachment B) by an architectural historian or other person approved by staff, prior to proceeding with removal.

SP-2004-055. Walgreens (Signs #52,63,96) Request to operate two-lane, drive-thru fac associated w/pharmacy on approx 1.78 acs, in accord w/Sec 24.2.2.13 of the Zoning Ord. TM 32, P 37C. Znd HC & EC. Loc at SE corner of intersec of Rt 29 (Seminole Trail) & Rt 649 (Proffit Rd). Rivanna Dist.

1. The site shall be constructed in general accordance with the preliminary site plan entitled "Walgreens", issue date of 7/13/05 and initialed Y.Q.A. dated 7/15/05;
2. Signage and pavement markings shall be provided at the entrance and exit points of the drive-through lane, subject to Current Development Division engineering approval to ensure appropriate and safe travel patterns; and
3. Landscaping beyond that outlined in the ARB Design Guidelines is required to mitigate the impacts of the site layout. Landscaping shall be provided to the satisfaction of the ARB.