

ACTIONS
Board of Supervisors Meeting of February 1, 2006

February 15, 2006

<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 9:05 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"> No one from the public spoke. 	
<p>5a. Boards and Commissions Certificate of Appreciation.</p> <ul style="list-style-type: none"> Chairman PRESENTED certificate to Rodney Thomas formally of the Albemarle County Planning Commission. 	
<p>6.2 Requested FY2006 Appropriations.</p> <ul style="list-style-type: none"> APPROVED FY 2006 Appropriations #2006042 and #2006043. 	<p><u>Clerk:</u> Forward signed appropriation forms to Finance, OMB, and copy appropriate individuals.</p>
<p>6.3 Resolution: Reasonable Solutions for I-81: A Six Point Plan for the Future.</p> <ul style="list-style-type: none"> Ms. Thomas asked that a letter be sent (with a copy of the resolution) from the Chairman to the local government bodies in the Valley stating the Board adopted the resolution and supports the proposed <i>Reasonable Solutions for I-81: A Six Point Plan for the Future</i>. 	<p><u>Clerk:</u> Write letter for Chairman's signature and fax/mail to appropriate government bodies. Send copy of resolution to David Blount. (Attachment 1)</p>
<p>7a. VDOT Monthly Report for January 2006.</p> <ul style="list-style-type: none"> RECEIVED. 	
<p>7b. Transportation Matters not Listed on the Agenda. <u>Jim Utterback:</u></p> <ul style="list-style-type: none"> On the letter from Butch Davies discussed at last month's meeting which referenced the I-64 widening of the west bound exit, clarified that was the 5th Street exit. Discussed what needs to be done to bring Brocks Mill Road into State Secondary System. Mr. Tucker suggested citizens contact Juan Wade. Provided update on Doctor's Crossing Road. VDOT has done some machining out on Hears Mountain Road. Maintenance of potholes was completed on Raes Ford Road. Addressed erosion on West Leigh. On Buck Mountain Road VDOT needs to meet and look at those locations. Mr. Wyant agreed to meet with VDOT. <p><u>David Wyant:</u></p> <ul style="list-style-type: none"> On Route 810, between 614 and 674, speed study is going to be done by a private firm. Submission should be February 10th or 12th. 	<p><u>Clerk:</u> Forward comments to VDOT.</p>

- Mentioned a sharp turn, near the memorial on Afton Mountain. Suggested signage be installed to warn people of the sharp curve.

Sally Thomas:

- Expressed appreciation to VDOT for removing all the equipment, except one piece, out of the Ivy Interchange. Said Mr. Utterback's predecessor agreed to seed the area and make it an area that did not become re-trashed. Mr. Utterback said VDOT is planning to do that. He also said one piece of equipment left will be removed very shortly. Mr. Tucker suggested landscaping the area.
- One of her constituents got a letter indicating that the Owensville/Route 250 intersection is being looked at by a Culpeper Engineer. Asked that whatever they are looking at they include a roundabout. Mr. Utterback said the traffic engineer is looking at it and doing an analysis to see the feasibility of a roundabout there.
- On Decca Lane there are a lot of people who do not want it paved so she is not urging the County to pave it but apparently it does not qualify for rustic road and she just wants to know why.
- Brought up that "No Parking" signs have been installed on Route 53 near the trail to Monticello. Wanted to know if there was anyway VDOT could allow parking there. Mr. Utterback said this originated out of request from County police as a safety concern.

Lindsay Dorrier:

- Mentioned a dangerous area as you turn off Route 22 and move into the far left lane. Asked if VDOT can notify people that as they turn off Route 22 they should be slowing down or stopping. Mr. Utterback said there is signage there but it does not appear to be adequate. Mr. Dorrier asked about a flashing light. Mr. Utterback said he will check into that.

Dennis Rooker:

- Stated the Inglewood/Solomon speed study was done. Neighborhood is having a meeting on February 21st. Mr. Rooker requested a representative from VDOT attend to explain the speed test and, in light of the results, what options are or are not available to the neighborhood. Mr. Utterback said he will see what VDOT can do. Mr. Rooker also would like VDOT there to discuss the potential "pork chop" idea at Solomon and Inglewood off of Hydraulic.
- Asked about clarification on page 1 of the VDOT Monthly Report, Route 691. Asked what is a hydraulic review. Mr. Utterback said it is all

<p>the water/drainage. It is the design and analysis.</p> <p><u>Ken Boyd:</u></p> <ul style="list-style-type: none"> Said VDOT was going to look at the viability of the Rural Rustic Road Plan schedule and whether our costs were adequate and whether we could accelerate some of it. Mr. Utterback said he can give a formal answer at the next meeting. <p><u>David Slutzky:</u></p> <ul style="list-style-type: none"> Said at the corner of Rio where Hillsdale crosses over to the Northfields intersection, there are regular accidents. He said the accidents occur when you are coming north from Hillsdale or South from Northfields. He asked if a sign could be placed next to the light that says "Yield to Oncoming Traffic". Discussed principle policy about paving country roads. Ms. Thomas said the Commonwealth's policy is to get rid of all unpaved roads in the Commonwealth. To that end they give the County a certain amount of money every year and we have to take that money whether we want it or not. Albemarle County has always taken the minimum amount. Rural Rustic Roads is having that minimum amount go further. The County's policy is to spend the minimum amount but we cannot have a policy that we do not pave rural roads because that is Commonwealth's policy. Mr. Rooker said we need to find out if it is a legislative or administrative rule. 	
<p>8. PVCC Annual Update, Dr. Frank Friedman.</p> <ul style="list-style-type: none"> Dr. Friedman provided the Board with an informational packet and gave his annual update on PVCC activities. 	
<p>9. Human Resources Annual Report, Kimberly Suyes.</p> <ul style="list-style-type: none"> RECEIVED report. 	
<ul style="list-style-type: none"> The Board recessed at 11:00 a.m. and reconvened at 11:15 a.m. 	
<p>10. Status on Foxfield, Ben Dick.</p> <ul style="list-style-type: none"> Pat Butterfield (Director, Foxfield Racing Association) and Ann Brown (Marketing Director of Foxfield) updated the Board on the status of Foxfield. 	
<p>11. FY06 Second Quarter Financial Report.</p> <ul style="list-style-type: none"> ACCEPTED FY06 Second Quarter Financial Report. 	
<p>12. FY 2004-05 Comprehensive Annual Financial Report (CAFR).</p> <ul style="list-style-type: none"> ACCEPTED FY 2004-05 Comprehensive Annual Financial Report (CAFR). 	
<p>13. Financial Assurance for School Board Underground Storage Tanks.</p>	<p><u>County Attorney:</u> Provide Clerk with copy of signed document.</p>

<ul style="list-style-type: none"> • AUTHORIZED, by a vote of 5:0, the County Executive to execute the attached Local Government Guarantee Without Standby Trust in a form approved by the County Attorney. (Mr. Slutzky abstained). 	(Attachment 2)
<p>14. Update on Removal of Signs in VDOT Right-of-Way (deferred from January 4, 2006).</p> <ul style="list-style-type: none"> • DISCUSSED. • Mr. Tucker stated staff will bring this back at budget time for discussion of additional resources for a proactive removal program. 	
<p>15. Update on Places 29, Endorsement of Vision and Guiding Principles.</p> <ul style="list-style-type: none"> • PRESENTED by Lee Catlin. Reviewed current vision and guiding principles. • Staff to redraft Vision Statement and Guiding Principles with modifications made at Board meeting. • Mr. Tucker asked Board members to email to Ms. Catlin any other ideas or thoughts for the next draft. • Ms. Catlin stated on Tuesday, February 14th, the consultants will be in town for an interim visit and a work session with the Planning Commission at 4 p.m. for an overview of the framework alternatives. 	<u>Lee Catlin</u> : Proceed as directed.
<p>16. Preliminary Review of Options for Retirees.</p> <ul style="list-style-type: none"> • PRESENTED by Kimberley Suyes. • CONSENSUS of the Board for staff to come back with a plan to cover people that are currently in retirement that are under 65 and people near retirement (within 5 years) at a fixed amount. This plan would have a sunset clause (to be determined). Plan would cover retirees whose VERIP benefits had expired until they reach 65. • Ms. Thomas suggested at the same time, staff look into expanding deferred comp to include an employer matching option for all employees. 	<u>Kimberley Suyes/Melvin Breeden/County Attorney</u> : Proceed as directed.
<ul style="list-style-type: none"> • The Board recessed at 1:52 p.m. and reconvened at 2:15 p.m. 	
<p>19b. Establishment of Crozet Advisory Council.</p> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, establishment of the committee with modifications to guidelines made at the meeting. 	<u>Clerk</u> : Advertise for applications. (Attachment 3)
<p>20. A proposed Lease Amendment requested by the Charlottesville Waldorf School for the old Crozet Elementary School building that would extend the lease until July 31, 2007 with an option to renew until January 31, 2008.</p> <ul style="list-style-type: none"> • AUTHORIZED, by a vote of 6:0, the County Executive to sign the Lease Amendment, as modified, which would extend the term of the Lease for the Old Crozet Elementary School 	<u>County Attorney's office</u> : Provide Clerk with copy of lease after it has been signed by all appropriate parties. (Attachment 4)

	building by the Charlottesville Waldorf School.	
21.	<p>A proposed Lease Agreement for the Towe Park tenant house.</p> <ul style="list-style-type: none"> • AUTHORIZED, by a vote of 6:0, the County Executive to sign the lease agreement on behalf of the County. 	<p><u>County Attorney's office</u>: Provide Clerk with copy of lease after it has been signed by all appropriate parties. (Attachment 5)</p>
22.	<p>SP-2005-024. Schuyler Country Store (Sign #29).</p> <ul style="list-style-type: none"> • APPROVED SP-2005-024, by a vote of 6:0, subject to the seven conditions recommended by the Planning Commission with condition number six being modified at the meeting. 	<p><u>Clerk</u>: Set out conditions of approval. (Attachment 6)</p>
23.	<p>Proposed Annual Revalidation of Land Use Taxation Program.</p> <ul style="list-style-type: none"> • PRESENTED by Bruce Woodzell, County Assessor. • Ms. Thomas made a motion to refer the proposed information to the committee on the Rural Areas. The motion was seconded by Mr. Boyd. Motion PASSED by a vote of 6:0. 	
	<ul style="list-style-type: none"> • The Board recessed at 4:05 p.m. and reconvened at 4:10 p.m. 	
24a.	<p>Fire/Rescue Related Issues: Volunteer Funding Policy.</p> <ul style="list-style-type: none"> • DISCUSSED. • Ms. Thomas made a motion to co-title the equipment, that use of the proceeds (except for insurance proceeds) from the sale of the equipment will go towards the upgrade of the new replacement equipment, however, the portion of the proceeds related to the previous upgrade paid for solely by the volunteer company will be reimbursed directly to the volunteers to use at their discretion. The County will not fund the janitorial and lawn care as a component of the basic operations cost of the Volunteer Funding Policy. The motion was seconded by Mr. Slutzky. Motion PASSED by a vote of 6:0. • Mr. Foley said staff will make the revisions to Volunteer Funding Policy and put on consent agenda for March meeting. 	<p><u>Tom Foley/Dan Eggleston</u>: Proceed as directed. <u>Clerk</u>: Schedule on March 1st consent agenda.</p>
24b.	<p>Fire/Rescue Related Issues: Career Staffing at the Charlottesville-Albemarle Rescue Squad.</p> <ul style="list-style-type: none"> • DISCUSSED for information only. 	
25a.	<p>Work Session-Community Development: Five Year Work Program.</p> <ul style="list-style-type: none"> • HELD. • Board made preliminary recommendations on priorities. Staff to bring back revised work plan on March 1st. 	<p><u>Mark Graham</u>: Proceed as directed.</p>
25b.	<p>Work Session-Community Development: Development Review Processes (deferred from January 11, 2005).</p> <ul style="list-style-type: none"> • HELD. 	<p><u>Mark Graham</u>: Proceed as directed. <u>Clerk</u>: Schedule work session on March 1st agenda.</p>

<ul style="list-style-type: none"> • CONSENSUS of the Board to create a Development Process Taskforce. Staff to bring back details to the Board March 1st. 	
<p>25c. Work Session-Community Development: Proffer Policy Update.</p> <ul style="list-style-type: none"> • HELD. • CONSENSUS of the Board to shelve formal cash proffer policy for now. 	
<p>17. Closed Session. Personnel and Legal Matters.</p> <ul style="list-style-type: none"> • At 7:25 p.m., the Board went into closed session to consider appointments to boards, committees, and commissions; and to discuss the acquisition of property for a public facility. 	
<p>18. Certified Close Session.</p> <ul style="list-style-type: none"> • At 8:36 p.m., the Board reconvened into open session and certified the closed session. 	
<p>19a. Appointments.</p> <ul style="list-style-type: none"> • REAPPOINTED Clarence Roberts, Stephen Smith, Dana Slater, Lloyd Wood, Jr. and Jewel Mason to Police Department Citizens Advisory Committee with said terms to expire March 5, 2008. • APPOINTED Robert F. Bossi to Public Recreational Facilities with said term to expire December 13, 2008. • APPOINTED James P. Fitzgerald to serve the remainder of Ida Lee Wooten's term which expires December 31, 2008 on the Housing Committee as the UVA Representative. <p><u>BOARD/COMMITTEE APPOINTMENTS:</u></p> <ul style="list-style-type: none"> • APPOINTED Sally Thomas to the ACE Committee. • APPOINTED David Slutzky to the Agricultural & Forestal District Advisory Committee. • REAPPOINTED Lindsay Dorrier, Jr. and APPOINTED Dennis Rooker to the Audit Committee. • REAPPOINTED Sally Thomas and David Wyant to the Building Committee. • REAPPOINTED Dennis Rooker and APPOINTED Ken Boyd to the Charlottesville/Albemarle/UVA Planning & Coordination Council-Policy Committee. • REAPPOINTED David Wyant to the Consortium of Chief Local Elected Officials for the Workforce Investment Act. • REAPPOINTED Ken Boyd and APPOINTED David Slutzky to the Darden Towe Memorial Park Committee. • APPOINTED David Wyant to the Fire/Rescue Advisory Committee. • APPOINTED Ken Boyd to the Fiscal Impact Committee. • APPOINTED David Slutzky to the Hazardous 	<p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book and notify appropriate persons.</p>

<p>Materials Local Emergency Planning Commission.</p> <ul style="list-style-type: none"> • REAPPOINTED Sally Thomas to the High Growth Coalition. • APPOINTED Sally Thomas to the Historic Preservation Committee. • REAPPOINTED Sally Thomas and Lindsay Dorrier, Jr. to the Lewis & Clark Exploratory Center Board. • REAPPOINTED Dennis Rooker and APPOINTED David Slutzky to the MPO Policy Committee. • REAPPOINTED Sally Thomas to the Mountain Overlay District Committee. • APPOINTED Lindsay Dorrier, Jr. to the Police Department Citizens Advisory Committee. • REAPPOINTED David Wyant and Sally Thomas to the Thomas Jefferson Planning District Commission. 	
<p>26. From the Board: Matters Not Listed on the Agenda. <u>David Wyant:</u></p> <ul style="list-style-type: none"> • Asked about Crozet having its own Architectural Review Board. <p><u>Sally Thomas:</u></p> <ul style="list-style-type: none"> • Secretary Preston Bryant has asked the amount of acreage in conservation easement in Albemarle County. • Couple of bills in General Assembly that affect land use powers. <p><u>Dennis Rooker:</u></p> <ul style="list-style-type: none"> • Discussed Meadow Creek Parkway letter from City of Charlottesville. <p><u>Ken Boyd:</u></p> <ul style="list-style-type: none"> • Asked Clerk to include Committee Reports with Matters Not Listed on the Agenda from the Board. 	<p><u>Clerk:</u> Proceed as directed.</p>
<p>27. Adjourn to February 8, 2006, 2:00 p.m., Meeting Room 235.</p> <ul style="list-style-type: none"> • The meeting was adjourned at 8:55 p.m. 	

/djm

- Attachment 1 – Resolution: Reasonable Solutions for I-81: A Six Point Plan for the Future
- Attachment 2 – Financial Assurance for School Board Underground Storage Tanks- Local Government Guarantee Without Standby Trust
- Attachment 3 – Crozet Advisory Council Guidelines
- Attachment 4 – Lease Amendment requested by the Charlottesville Waldorf School for the old Crozet Elementary School
- Attachment 5 – Lease Agreement for the Towe Park tenant house
- Attachment 6 – Conditions of Approval - SP-2005-024. Schuyler Country Store (Sign #29).

RESOLUTION

Reasonable Solutions for I-81: A Six Point Plan for the Future

WHEREAS, there is a need to address safety issues and congestion problems on portions of I-81 throughout the Commonwealth of Virginia; and

WHEREAS, an eight to 12 lane, tolled truck lane project has been proposed and is under review by the Virginia Department of Transportation (VDOT); and

WHEREAS, elected officials both state and local, business groups and citizens organizations throughout the I-81 corridor have called for an alternative plan that is less costly, more targeted to specific safety and congestion issues, and more effective at moving goods and people throughout the corridor;

NOW, THEREFORE, Be It Resolved that the Board of Supervisors of Albemarle County, Virginia, hereby supports *Reasonable Solutions for I-81: A Six Point Plan for the Future*, as outlined below. We call on federal, state and local governments to work cooperatively toward achieving these goals:

- Complete spot improvements to I-81, such as climbing lanes and redesigned exits, which will improve safety and relieve congestion. Data should support the need and type of each improvement, many of which are identified in earlier VDOT studies.
- Use the highway's median for improvements to limit the encroachment of the road on private property and to avoid further impacts on adjacent landowners, communities, farmland, battlefields and tourism.
- Significantly step up law enforcement to greatly improve safety.
- Incorporate meaningful transit options for both urban and rural areas in road improvement plans. Coordinate with cities, local governments, major employers and universities.
- Implement the rail component of a balanced transportation system to increase options for freight capacity, maintain economic competitiveness and avoid air quality and congestion problems as road use grows.
- Provide funding for land acquisition to mitigate impacts of I-81 on cultural resources in the corridor, most notably battlefields.

APPENDIX G

**Local Government Guarantee Without Standby Trust
Made by a Local Government**

Guarantee made this December 7, 2005 by the County of Albemarle, Virginia, a local government organized under the laws of the Commonwealth of Virginia (herein referred to as guarantor), to the Virginia Department of Environmental Quality and to any and all third parties, and obliges, on behalf of the Albemarle County School Board.

Recitals

(1) Guarantor meets or exceeds the local government bond rating test requirements of 40 CFR part 280.104.

(2) The Albemarle County School Board owns or operates the following underground storage tank(s) covered by this guarantee:

- a) Walton Middle School, 4217 Red Hill Road, Charlottesville, Virginia 22901 – 2 tanks
- b) Western Albemarle High School, 5941 Rockfish Gap Turnpike, Crozet, Virginia 22932 – 3 tanks
- c) Vehicle Maintenance Facility, 2045 Lambs Road, Charlottesville, Virginia 22901 – 2 tanks

This guarantee satisfies 40 CFR Part 280, Subpart H requirements for assuring funding for taking corrective action and/or compensating third parties for bodily injury and property damage caused by either sudden accidental releases, nonsudden accidental releases or accidental releases arising from operating the above-identified underground storage tank(s) in the amount of \$10,000 for corrective actions and \$30,000 for third party liability claims per occurrence and \$40,000 annual aggregate.

(3) Incident to our substantial governmental relationship with the Albemarle County School Board, guarantor guarantees to the Virginia Department of Environmental Quality and to any and all third parties and obliges that:

In the event that the Albemarle County School Board fails to provide alternative coverage within 60 days after receipt of a notice of cancellation of this guarantee and the Director of the Virginia Department of Environmental Quality has determined or suspects that a release has occurred at an underground storage tank covered by this guarantee, the guarantor, upon written instructions from the Director shall make funds available to pay for corrective actions and compensate third parties for bodily injury and property damage in an amount not to exceed the coverage limits specified above.

In the event that the Director determines that the Albemarle County School Board has failed to perform corrective action for releases arising out of the operation of the above-identified tank(s) in accordance with 40 CFR part 280, subpart F, the guarantor upon written instructions from the Director shall make funds available to pay for corrective actions in an amount not to exceed the coverage limits specified above.

If the Albemarle County School Board fails to satisfy a judgment or award based on a determination of liability for bodily injury or property damage to third parties caused by sudden and/or nonsudden accidental releases arising from the operation of the above-identified tank(s), or fails to pay an amount agreed to in settlement of a claim arising from or alleged to arise from such injury or damage, the guarantor, upon written instructions from the Director, shall make funds available to compensate third parties for bodily injury and property damage in an amount not to exceed the coverage limits specified above.

(4) Guarantor agrees that, if at the end of any fiscal year before cancellation of this guarantee, the guarantor fails to meet or exceed the requirements of the financial responsibility mechanism specified in paragraph (1), guarantor shall send within 120 days of such failure, by certified mail, notice to the Albemarle County School Board, as evidence by the return receipt.

(5) Guarantor agrees to notify the Albemarle County School Board by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code naming guarantor as debtor, within 10 days after commencement of the proceeding.

(6) Guarantor agrees to remain bound under this guarantee notwithstanding any modification or alteration of any obligation of the Albemarle County School Board pursuant to 40 CFR Part 280.

(7) Guarantor agrees to remain bound under this guarantee for so long as the Albemarle County School Board must comply with the applicable financial responsibility requirements of 40 CFR part 280, Subpart H for the above identified tank(s), except that guarantor may cancel this guarantee by sending notice by certified mail to the Albemarle County School Board, such cancellation to become effective no earlier than 120 days after receipt of such notice by the Albemarle County School Board, as evidenced by the return receipt. If notified of a probable release, the guarantor agrees to remain bound to the terms of this guarantee for all charges arising from the release, up to the coverage limits specified above, notwithstanding the cancellation of the guarantee with respect to future releases.

(8) The guarantor's obligation does not apply to any of the following:

- (a) Any obligation of the Albemarle County School Board under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of the Albemarle County School Board arising from, and in the course of employment by the Albemarle County School Board;
- (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;
- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by the Albemarle County School Board that is not the direct result of a release from a petroleum underground storage tank;
- (e) Bodily damage or property damage for which the Albemarle County School Board is obligated to pay damages by reason of the assumption of liability in a contract or agreement other than a contract or agreement entered into to meet the requirements of 40 CFR part 280.93.

(9) Guarantor expressly waives notice of acceptance of this guarantee by the Virginia Department of Environmental Quality, by any or all third parties, or by the Albemarle County School Board.

I hereby certify that the wording of this guarantee is identical to the wording specified in 40 CFR part 280.106(d) as such regulations were constituted on the effective date shown immediately below.

CROZET COMMUNITY ADVISORY COUNCIL GUIDELINES

Duties/Function: The Crozet Community Advisory Council (CCAC) is an advisory committee that provides assistance to County staff and the Board of Supervisors on civic/community issues related to implementation of the Crozet Master Plan in accordance with established county procedures. Members will communicate with their constituencies to increase understanding of and support for successful implementation of the Master Plan. The membership is broad-based to incorporate a variety of perspectives and ideas and to provide citizens, businesspersons and representatives of active community groups a chance to be engaged and be heard in a constructive and meaningful way.

Responsibilities:

- A. Provide feedback and input on civic/community issues associated with implementation of the Crozet Master Plan.
- B. Support implementation activities as identified in the CCAC Action Items Table which is based on recommendations of the Crozet Master Plan. The CCAC will prioritize its work plan based on the Action Items Table.
- C. Identify the need for and establish community work teams to address specific master plan issues
- D. Gather input from constituencies represented and bring issues to the attention of staff and the CCAC, and distribute information of the CCAC back to constituents with a report back to the CCAC on constituent activities annually
- E. Enhance collaboration among all Crozet community stakeholders
- F. Contribute to public understanding of and encourage support for Master Plan implementation
- G. Help keep the community informed of the needs, purposes, and progress of Master Plan implementation
- H. Encourage greater interest in and participation in community-based activities related to the Master Plan
- I. Stimulate creative thinking in examining implementation issues
- J. Identify ways of using community resources to meet implementation needs and challenges
- K. Lead community groups and set the tone for positive and productive interactive relations among various organizations and with staff

Principles:

- A. CCAC Members will act on the basis of information and understanding
- B. The CCAC will focus its efforts strategically to achieve the greatest possible contributions
- C. The CCAC will strive to achieve a consensus bringing together diverse views to yield actions/recommendations that are important to Master Plan implementation
- D. The CCAC will comment as a committee constructively and with appropriate suggestions and offers of help
- E. Individual members of the CCAC will:
 - Listen to each other
 - Speak their beliefs
 - Be objective
 - Work towards benefiting Master Plan implementation rather than special needs or interests
 - Take on responsibility for the success of the CCAC, contributing appropriate time and energy

Expected Work Products:

- A. An annual 12-month work plan of priority action items based on the Master Plan Action Items Table
- B. Periodic reports to the Board of Supervisors on the status of implementation and CCAC activities in the County. These reports will consist of updates of the CCAC's progress on Action Items and on community issues related to Master Plan implementation and will funnel any financial requests through the County's established budgeting process.

Length of Term:

Initial appointments will be for a two-year term, after which time staff and CCAC members will conduct a re-evaluation of the CCAC's mission and accomplishments to determine the future direction of the CCAC

Membership:

The Board of Supervisors shall appoint ten to fifteen members.

Members shall consist of residents of the Community of Crozet, with representation of the following:

1. Community of Crozet citizens at large members (2)*
2. Business community (2)
3. Other potential community representatives and organizations (8):
 - Claudius Crozet Park Board
 - Jefferson Madison Regional Library
 - Crozet Community Association
 - Parent Teacher Organization members from either the High School, Middle School, Elementary School
 - Public safety representative i.e. Crozet Volunteer Fire

- Department or Rescue Squad
- Other organizations or representatives

In addition there will be a liaison from both the Planning Commission and the Board of Supervisors.

LEASE AMENDMENT

The County of Albemarle, Virginia ("Landlord") and Charlottesville Waldorf School (f/k/a Crossroads Waldorf School) ("Tenant") enter into this Lease Amendment this _____ day of February, 2006.

WHEREAS, Landlord and Tenant entered into a Lease Agreement (the "Lease Agreement") dated July 15, 1999 and amended May 17, 2004 for the lease of the Old Crozet Elementary School; and

WHEREAS, Landlord and Tenant desire to again amend the Lease Agreement;

NOW, THEREFORE, Landlord and Tenant, for the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. In addition to the Option to Renew set forth in Paragraph 1.5 of the Lease Agreement and the Option to Renew set forth in the Lease Amendment dated May 17, 2004, Tenant agrees to extend the lease for a term of twelve (12) months (ending July 31, 2007), and, subject to approval by the Landlord, may also have the option to renew the Lease for an additional term of six (6) months. Tenant must exercise the option to request to renew the lease for the additional term of six (6) months by providing written notice in accordance with Section 16.1 of the Lease Agreement on or before January 1, 2007. The renewal term(s) shall be on the same terms and conditions of the Lease, except as expressly agreed to by the parties. The rent to be paid by Tenant during the renewal term(s) shall be calculated according to Section 1.7 of the Lease Agreement.

2. Notwithstanding anything in the Lease Agreement to the contrary, Landlord shall have the right to use the auditorium and restroom facilities on the Property one day per month on Friday evening or Saturday at no cost to Landlord. "Friday evening" shall be defined to mean after 6:00 P.M. on Friday. Any request for use of the Property shall be made in writing by the Landlord not less than thirty (30) days in advance of the date of use. Landlord shall endeavor to schedule use of the Property at times not inconsistent with use by Tenant, provided, however, any written request made by Landlord ninety (90) days in advance shall be honored unless the use is scheduled on the Tenant's school-use calendar or Tenant demonstrates that a prior use of the Property by the Tenant cannot reasonably be rescheduled. Tenant shall cooperate with Landlord to schedule its use of the Property and shall provide Landlord with a copy of its school-use calendar, as updated from time to time.

3. Landlord shall be responsible for managing and overseeing the use of the Property while being used by Landlord, including opening and closing the Property for use. During Landlord's use of the Property, Tenant's teachers shall have access to classrooms and Tenant's cleaners shall be permitted to clean those areas of the Property not being used by Landlord provided it does not unreasonably interfere with Landlord's use of the Property. Landlord shall provide on-site security to protect the Property and shall return the Property to Tenant in the same condition found prior to Landlord's use. Landlord will maintain comprehensive liability insurance against liability arising out of its use of the Property in amounts equal to its general liability policy for all other purposes.

IN WITNESS WHEREOF, the undersigned have executed this Lease Amendment this _____ day of _____, _____.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of this _____ day of _____, 2006 by and between the COUNTY OF ALBEMARLE, VIRGINIA and the CITY OF CHARLOTTESVILLE, VIRGINIA (collectively referred to as "Landlord") and TULLY WRIGHT and DAWN WRIGHT (collectively referred to as "Tenant").

1. PREMISES AND TERM OF OCCUPANCY. In consideration of the promises and covenants herein, Landlord hereby leases to Tenant that property located in the County of Albemarle, Virginia, and known as Towe Park Tenant House together with the fixtures and personal property listed below, (the Premises) for the term of 1 (one) year commencing on _____, 2006.

2. PERSONAL PROPERTY. The following personal property is included in the Premises subject to this lease: _____.

3. USE OF PREMISES. The Premises will be used by Tenant as a private dwelling and for no other purpose. The Premises will be occupied by no persons other than persons who have signed this Lease as Tenant and such persons' children under the age of 18. Each person signing this Lease as Tenant shall be jointly and severally liable for all obligations imposed hereunder, including but not limited to payment of rent. Landlord reserves the right to require Tenant to remove from the Premises or adjoining Park property any personal property that in Landlord's sole discretion may be inconsistent with the scenic natural beauty of the Park, including but not limited to inoperable vehicles, appliances, etc. Landlord may also require Tenant to immediately cease any activity that is inconsistent with the Park or surrounding neighborhood.

4. RENT. Tenant agrees to pay as rent the total annual sum of \$6,600.00, due and payable in advance in monthly installments of \$550.00. The first month's rent payment is due on or before the commencement of this Lease. The monthly installment of rent due for each month thereafter shall be due on the first day of each month. Rent shall be paid to the County of Albemarle at the Albemarle County Parks & Recreation Department office, whose address is 401 McIntire Road, Charlottesville, VA 22902, or at such other place as Landlord or Agent may from time to time designate in writing. If a monthly installment of rent is not received before the 6th day of the month, Tenant agrees to pay as additional rent a charge of late fee of \$10.00 for each month that the monthly installment of rent is not received by the 6th day of such month. The purpose of this late fee is to compensate Landlord for the expenses of processing such delinquent account. Rent payments will be applied first to all past due balances of rent and other charges owing under this Lease. The remaining portion if any of such rent payments will be applied to current rent. Unless otherwise agreed by Landlord, Tenant shall provide one check, cashier's check or money order for each monthly installment for rent.

5. ADDITIONAL TENANT RESPONSIBILITIES. As additional rent, Tenant agrees to perform certain duties listed below for the duration of the original and any renewal term(s). The following duties may be modified by mutual agreement between Landlord and Tenant. Failure to perform the following duties on the part of the Tenant shall constitute a material breach by the Tenant under the Lease Agreement and shall entitle the Landlord to terminate this Lease or exercise any other remedy under this lease or available law. Tenant shall:

(a) Assure the park entrance gates and greenbelt gate are opened and closed per posted times and at special requests;

(b) Assist the public with information as needed;

(c) Clean and stock restrooms and clean up and remove trash in parking lot and playing areas on days park employees are not scheduled to work;

(d) In absence of park personnel, perform emergency repair or maintenance of park facilities and grounds, to the extent possible and contact park personnel;

(e) In absence of park personnel, assist athletic program officials with decisions related to playability of fields and contact proper athletic program directors when necessary;

(f) Take daily attendance count when park employees are not available to perform this duty;

(g) Mow and trim grass around tenant house as outlined by Park Foreman; and

(h) Raise and lower flags at the Darden Towe Memorial on a schedule to be determined by Park Foreman.

6. **BAD CHECKS.** Tenant agrees to pay as additional rent a charge of \$15.00 for each check returned for insufficient funds. This charge will be in addition to any late fee which may be due. If any of Tenant's checks are returned to Landlord or Agent for insufficient funds, Landlord will have the option of requiring that further payments must be paid by cash, cashier's check, certified check, or money order.

7. **SECURITY DEPOSIT.** Tenant agrees to pay the sum of \$ 550.00 as a security deposit. This sum will be due when this Lease is signed by Tenant. Prior to the termination or expiration of this Lease, if Landlord makes any deductions from the security deposit for charges arising under this Lease or by law, Tenant agrees to pay Landlord such sums as may be necessary to offset such deductions to replenish and maintain the security deposit in the amount set forth above. The security deposit will be held by Landlord to secure Tenant's full compliance with the terms of this Lease. Within 30 days after the termination of this Lease, Landlord may apply the security deposit and any interest required by law to the payment of any damages Landlord has suffered due to Tenant's failure to maintain the Premises, to surrender possession of the premises thoroughly cleaned and in good condition (reasonable wear and tear excepted), or to fully comply with the terms of this Lease, and any balance, if any, to unpaid rent. Landlord shall provide Tenant with an itemized accounting, in writing, showing all such deductions. Within this 30 day period, Landlord will give or mail to Tenant the security deposit, with any interest required by law and minus any deductions. To assist Landlord, Tenant shall give Landlord written notice of Tenant's new address before Tenant vacates the Premises. During the term of occupancy under this Lease, if Landlord determines that any deductions are to be made from the security deposit, Landlord will give written notice to Tenant of such deduction within 30 days of the time Landlord determines that such deduction should be made. This provision applies only to deductions made 30 days or more before the termination of this Lease. Landlord will maintain itemized records of all security deposit deductions and these records may be inspected by Tenant, his authorized agent or attorney, during normal business hours. However, when two years has passed from the time a deduction was made, Landlord may destroy the record of that deduction.

8. **PARKING.** Tenant agrees to comply with such parking rules and regulations as Landlord may issue from time to time, and deliver to Tenant; provided that Tenant shall be given a reasonable opportunity to comply with any parking changes made during Tenant's term of occupancy under this Lease. Vehicles parked on or about the Premises in violation of such rules and regulations may be towed at the owner's expense.

9. **PETS.** No dogs, cats or other animals shall be kept in or about the Premises by Tenant or Tenant's guests without Landlord's prior written consent, which may be withheld in the Landlord's sole discretion. If such permission is granted, Tenant agrees to be responsible for all damages to the Premises and damages or injuries to persons or other property caused by pets owned by Tenant or Tenant's guests. It is understood that if Landlord grants this approval, it may be rescinded in Landlord's sole discretion in the event a problem develops related to one or more pets owned by Tenant or Tenant's guests.

10. **UTILITIES.** Tenant is responsible for payment of all utility fees and expenses, including but not limited to water and sewer, electrical, heating and cooling, cable television, internet and telephone. With Landlord's prior written consent, Tenant may install and use a wood-burning stove at the Premises. In the event a wood-

burning stove is permitted to be used, Tenant shall be responsible for providing all wood, pellets or other materials to be used.

11. ALTERATIONS AND IMPROVEMENTS. Tenant agrees that no alterations, installations, repairs or decoration (including painting, staining and applying other finishes) shall be done without Landlord's written consent. However, Landlord may require Tenant to return the Premises to its original condition when this Lease terminates or expires. In addition, Landlord may require that any change, alteration or improvement to the Premises will become a permanent part of the Premises that may not be removed upon the termination or expiration of this Lease. Such changes or improvements will include, but not be limited to, locks, light fixtures, shutters, built-in shelves or bookcases, wall-to-wall carpeting, flowers and shrubs.

12. INSPECTIONS AND ACCESS. Landlord may enter the Premises to make inspections, repairs, decorations, alterations or improvements, and to show the Premises to prospective tenants, workers, contractors or others for Landlord's business purposes. Except in case of emergency or when it is impractical to give notice, Landlord will give Tenant reasonable notice of Landlord's intent to enter and may enter the Premises only at reasonable times.

13. MOVE-IN INSPECTION. Within five (5) days after Tenant takes possession of the Premises, Landlord agrees to provide Tenant with a list setting forth all of the defects and damages to the Premises, its equipment and appliances. The list shall be treated as correct unless Tenant objects to the list by written notice given to Landlord within five days after Tenant receives the list.

14. COVENANTS BY LANDLORD. Landlord covenants and agrees to maintain all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in good and safe working condition; and comply with applicable building and housing code requirements materially affecting health and safety. Landlord's failure to comply with the above requirements will not be grounds for Tenant's termination of this Lease unless Tenant has given Landlord written notice of the defective condition and Landlord has failed to remedy the condition within 21 days. However, Tenant may not terminate the Lease if Tenant, a member of Tenant's family or some other person on the Premises with Tenant's consent intentionally or negligently caused the defective condition. Such defective conditions will be repaired at Tenant's expense. Any termination by Tenant shall be made in accordance with the section of this Lease concerning breach by Landlord.

15. COVENANTS BY TENANT. Tenant covenants and agrees to keep the Premises clean and safe; use all electrical, plumbing, heating, ventilating and air-conditioning facilities and appliances in a reasonable manner; conduct himself or herself, and require guests to conduct themselves, in a manner that will not disturb Tenant's neighbors; and to take care not to intentionally or negligently destroy, damage or remove any part of the Premises, and that he or she will not permit any person to do so. Tenant covenants and agrees to care for, maintain and repair the Premises, equipment, appliances and fixtures. Upon the expiration or termination of this Lease, Tenant agrees to deliver the Premises in good and clean condition, ordinary wear and tear excepted. Tenant agrees to pay the cost of all repairs and cleaning required by wear and tear beyond the ordinary. During the duration of this Lease, Tenant agrees to give Landlord prompt written notice of any defects in the Premises, its equipment, appliances and fixtures. If further damage occurs between the time Tenant learns that a defect exists and the time Landlord learns of such defect. Tenant will be liable for the costs of any repairs of such additional damage which might have been avoided had Tenant promptly notified Landlord of the defect. Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by Tenant or by any of Tenant's guest or other persons on the Premises with Tenant's consent.

Tenant further agrees to release, indemnify, protect, defend and hold the County and City harmless from all liability, obligations, losses, claims, demands, damages, actions, suits, proceedings, costs and expenses, including attorney's fees, of any kind or nature whatsoever, whether suffered, made, instituted or asserted by any entity, party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of the Premises, arising out of, connected with, or resulting directly or indirectly from the negligent or intentional acts of Tenant, Tenant's guests or other persons on the Premises with the consent

or permission of Tenant. The foregoing agreement to indemnify shall continue in full force and effect notwithstanding the termination of this Agreement. Tenant further agrees to release, indemnify, protect, defend and hold the County and City, its officials, employees and agents harmless from all liability, obligations, losses, claims, demands, damages, actions, suits, proceedings, costs and expenses, including attorney's fees, of any kind or nature whatsoever, whether suffered, made, instituted or asserted by any entity, party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of the Premises, arising out of, connected with, or resulting directly or indirectly from the negligent or intentional acts of Tenant, Tenant's guests or other persons on the Premises with the consent or permission of Tenant. The foregoing agreement to indemnify shall continue in full force and effect notwithstanding the termination of this Agreement.

16. **TENANT TO CLEAN PREMISES WHEN LEASE ENDS.** Upon the termination or expiration of this Lease, Tenant will remove all of Tenant's property from the Premises and deliver possession of the Premises, thoroughly clean and in good condition, reasonable wear and tear excepted, and in compliance with such reasonable conditions as may be set forth in Landlord's rules and regulations. Tenant's compliance with this section is necessary to insure that the Premises will be in good condition for the next tenants to whom Landlord leases the Premises. Tenant will be liable for any damages Landlord may suffer due to Tenant's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear expected.

17. **MOVE-OUT INSPECTION.** Upon the termination or expiration of this Lease, Landlord will inspect the Premises to determine whether Tenant has properly maintained the Premises and has left Premises thoroughly cleaned and in good condition, reasonable wear and tear excepted. Grease accumulation and unreasonable marks, holes, nicks or other injury to walls, ceilings, floors or appliances will not be considered ordinary wear and tear. This inspection will be made to determine what portion of the security deposit will be returned to Tenant and whether Tenant may be liable for damages exceeding the amount of the security deposit. This inspection will be made with 72 hours after the termination of Tenant's occupancy of the Premises. For the purposes of this section, the termination of Tenant's occupancy of the Premises will not be deemed to have occurred until all or substantially all of Tenant's property has been removed from the Premises. Tenant will have the right to be present during this inspection, provided Tenant gives Landlord written notice of Tenant's desire to be present during the inspection. Upon receiving such notice, Landlord will notify Tenant of the time and date when the inspection will be made. However, Tenant's delay in notifying Landlord of Tenant's desire to attend the inspection will not require Landlord to delay making the inspection more than 72 hours after the termination of Tenant's occupancy. If Tenant attends the inspection, an itemized list of damages known to exist at the time of the inspection will be provided to Tenant by Landlord immediately upon the completion of the inspection.

18. **ABANDONMENT OF PROPERTY.** Any personal property Tenant leaves on the Premises after the termination or expiration of this Lease may be treated by Landlord as abandoned property. Landlord will prepare an itemized list of such property and may immediately remove the property from the Premises and place it in storage for safekeeping for a period not less than one month from the date this Lease terminates and possession of the Premises is delivered to Landlord. Tenant may reclaim the property during this one month period, provided that Tenant pays the cost of its removal and storage. Upon expiration of the one month period, Landlord will be free to dispose of the property as Landlord sees fit, provided written notice of Landlord's intent to dispose of the property is given to Tenant at least 10 days before such disposal occurs. This notice must be sent to Tenant's last known address, address correction requested. In addition, Landlord must keep the itemized list of Tenant's property for two years after Landlord disposes of that property. Any funds received by Landlord from the disposal of Tenant's property may be applied to Tenant's indebtedness to Landlord for unpaid rent or other damages, including charges for removing, storing and selling the property. Any remaining funds will be treated as security deposit.

19. **DAMAGE OR DESTRUCTION OF PREMISES.** If, through no fault or negligence of Tenant or Tenant's guest, fire or other cause destroys or damages the Premises to the extent that Tenant's enjoyment is substantially impaired, Tenant may immediately vacate the premises and within 14 days thereafter give written notice to Landlord of Tenant's intention to terminate this Lease. In such cases, the Lease will terminate as of the date of termination of Tenant's occupancy and Landlord will return Tenant's security deposit, any interest

required by law, and prepaid rent covering the period after Tenant vacated the Premises - subject to any set off for charges or damages Tenant owes to Landlord. If, through no fault or negligence of Tenant or Tenant's guests, fire or other cause damages the Premises to the extent that Tenant's enjoyment is somewhat impaired, though not substantially impaired, Landlord will have a reasonable period of time in which to repair the Premises. Landlord's duty to repair will not arise until Tenant gives Landlord written notice of the damage to the Premises. If Landlord fails to repair the Premises within a reasonable period of time after having received written notice from Tenant, Tenant will be entitled to a reduction in rent for that period of time beginning 30 days after notice was given to Landlord and ending on the date Landlord successfully repairs the Premises. In any dispute concerning Tenant's right to terminate this Lease or receive a rent reduction, Tenant will be required to prove that the condition of the Premises justifies such relief.

20. **BODILY INJURY AND PROPERTY DAMAGE.** Landlord is not an insurer of Tenant's person or property. Except to the extent provided by law, Landlord will not be liable to Tenant for any bodily injury or property damage suffered by Tenant or Tenant's guest.

21. **RULES AND REGULATIONS.** Tenant agrees to comply with Landlord's reasonable and non-discriminatory rules and regulations which concern the use and occupancy of the Premises, which intend to promote the convenience, safety or welfare to tenants or preserve Landlord's property from abusive conduct. Landlord agrees to give Tenant reasonable notice of any new rules or regulations before enforcing such rules and regulations against Tenant.

22. **EARLY TERMINATION OF OCCUPANCY.** Tenant will not be released from liability for all rent and other charges due under this lease unless Landlord signs a written statement on which Landlord agrees to release Tenant from such liability.

23. **EARLY TERMINATION OF LEASE BY MILITARY PERSONNEL.** If Tenant is a member of the United States armed forces and (i) receives orders for a permanent change of station to depart 50 miles or more (radius) from the Premises or (ii) is prematurely and involuntarily discharged or relieved from active duty with the United States armed forces, Tenant may terminate this Lease by serving on Landlord a written notice of termination. This notice must state the date when termination will be effective and that date shall not be less than 30 days after the date Landlord receives the notice. In addition, the termination date shall not be more than 60 days prior to the date of departure necessary for Tenant to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Tenant's written notice of termination must be accompanied by a copy of the official orders. If Tenant exercises this right to terminate this Lease, Tenant shall be obligated for rent prorated to the date of termination. Rent for the final month or portion thereof shall be due on the first day of such month. On account of Tenant's early termination of this Lease, Landlord may require Tenant to pay liquidated damages as follows:

(a) If Tenant has completed less than 6 months of the tenancy under this Lease as of the effective date of termination, liquidated damages may be no greater than one month's rent;

(b) If Tenant has completed at least 6 months but less than 12 months of the tenancy under this Lease as of the effective date of termination, liquidated damages may be no greater than one half of one month's rent. Any amount owed as liquidated damages by Tenant shall be due on the first day of the month in which the effective termination date occurs. This section shall not relieve Tenant of any other liabilities which have accrued as of the date of termination.

24. **RENEWAL OR EXTENSION OF LEASE.** This Lease will automatically terminate at the end of the lease term on the date on which Tenant's occupancy ends. The termination of this Lease will terminate Tenant's right to occupancy but it will not terminate any claims Tenant or Landlord may have arising out of events occurring during the Lease term or during any holdover by Tenant. No agreement renewing or extending this Lease will be effective unless that agreement is in writing and signed by Tenant and Landlord. If Tenant remains in possession of the Premises after the lease term is terminated or expires and Landlord consents to such holdover but does not enter into a written agreement extending this Lease or substituting a new written lease, Tenant shall have a month to month lease subject to termination by either party upon 30

days notice. The monthly rent during such holdover period shall be at the same rate as under this Lease or as otherwise agreed in writing. Notwithstanding the foregoing, upon satisfactory performance by the Tenant of the obligations and duties imposed herein upon the Tenant, Landlord, through its City Manager and County Executive, may renew this Lease for up to 4 consecutive one-year terms following expiration of the current lease term. The amount of rent may be adjusted annually to reflect any change in the fair market rent for the Premises.

25. ASSIGNMENT OR SUBLET. Tenant will not assign this Lease or sublet the Premises without Landlord's prior written consent, which will not be unreasonably withheld or delayed. No assignment or sublet will release Tenant from continuing liability for the full performance of this Lease unless Landlord signs a written statement clearly releasing Tenant from such liability.

26. BREACH BY TENANT. If (a) Tenant fails to pay rent within five days after the date when due, (b) Tenant commits a material breach of this Lease, (c) Tenant denies Landlord's exercise of any rights under this Lease or arising by law, (d) legal proceedings or begun by or against Tenant to levy upon or dispose of Tenant's leasehold interest in the Premises, or (e) the Premises is used by Tenant or others for any illegal purposes, Landlord will have the right to sue for rent and to enter and take possession through legal proceedings or, if the Premises is abandoned, to enter and take possession by any lawful means. In addition, Landlord will have the right to pursue all other remedies available, including a claim for damages. If Landlord pursues any such remedies (and regardless of whether such remedies are prosecuted to judgment), Tenant will be liable as follows:

- (1) for all past due rent and other charges;
- (2) for all additional rent (future rent) that would have accrued until the expiration of the term of occupancy under this Lease or until a new lease term begins, provided (i) that this will not affect Landlord's duty to minimize the damages by making reasonable efforts to enter into a new lease as soon as practical, and (ii) that if Landlord obtains a judgment for future rent, Landlord shall apply as a credit towards that judgment all funds received by Landlord as rent for the Premises for these months for which the judgment for future rent was awarded;
- (3) for all expenses Landlord may incur for cleaning, painting and repairing the Premises due to Tenant's failure to leave the Premises thoroughly clean and in good condition, reasonable wear and tear excepted;
- (4) for any court costs and reasonable attorneys fees incurred by Landlord in collecting rent, other charges or damages, and in obtaining possession of the Premises; and/or
- (5) for a collection fee equal to 25% of the judgment amount for rent, damages, court costs and attorneys fees. Tenant understands and agrees that this amount represents damages Landlord will be likely to incur in efforts to obtain a judgment against Tenant (including time and effort spent in case investigation, correspondence, filling suit, discussions with lawyers, case preparation and court attendance) and to collect such a judgment.

If Tenant has breached the Lease by failing to pay rent when due, Landlord shall give a written notice to Tenant stating that the Lease will terminate within 5 days if the rent is not paid. If Tenant fails to pay the rent within that 5 day period, Landlord may terminate the Lease and proceed to obtain possession of the Premises by filing an unlawful detainer proceeding. In that proceeding, Landlord may pursue a claim for rent and other damages. In connection with breaches other than failure to pay rent, if a material noncompliance with this Lease exists or if there is a violation materially affecting health and safety, Landlord may serve Tenant with a written notice stating that acts or omissions constituting the breach and stating (i) that the Lease will terminate upon a date not less than 30 days after Tenant receives the notice unless the breach is remedied within 21 days, and (ii) that the lease will terminate as set forth in the notice. If the breach is remedial by repairs or the payment of damages and Tenant adequately remedies the breach within 21 days or such longer period of time as Landlord may allow, the Lease shall not terminate. On the other hand, if the

breach is not remedial, Landlord's written notice to Tenant may state the acts and omissions constituting the breach and state that the lease will terminate upon a specific date, which date may not be less than 30 days after Tenant receives the notice.

27. **BREACH BY LANDLORD.** If Landlord commits a material breach of this Lease, or fails to a substantial extent to comply with any laws with which Landlord must comply and which materially affect Tenant's health and safety, Tenant may give written notice to Landlord identifying the acts and conditions on the Premises concerning Landlord's breach and stating that this lease will terminate upon a specific date (which must be 30 days or more from the date Landlord receives the notice) unless Landlord remedies the breach within 21 days. If Landlord remedies the breach within that 21 day period, this Lease will not be subject to termination by Tenant in that instance. Tenant will not have the right to terminate this Lease because of conditions caused by the intentional or negligent acts of Tenant or persons on the Premises with Tenant's consent.

28. **RENT WITHHOLDING.** Tenant may not withhold rent because of conditions on the Premises which Landlord is required to repair unless Tenant has given Landlord written notice of the condition and Landlord has failed to successfully repair the condition within a reasonable period of time. If Tenant withholds rent because Landlord has breached the Lease, Tenant must immediately give Landlord a second written notice of the breach and of any conditions of the Premises which Landlord is required to remedy or repair and must state that rent is being withheld for such reasons. If Landlord then sues Tenant for possession of the Premises or for withheld rent, Tenant must promptly pay the rent to the court, which will hold the rent until it decides what portion, if any, should be paid to Landlord. If conditions exist which Landlord is required to remedy and which creates a fire hazard or serious threat to the health or safety of Tenant, Tenant may file an action in a court of competent jurisdiction to terminate the Lease, to require Landlord to repair the Premises, or to obtain other relief. In such an action, Tenant may pay rent to the court to be held until Tenant's action is decided. If Tenant withholds rent or pays rent into court under this section and the court finds that Tenant has acted in bad faith or that Tenant, Tenant's family or guests have caused the conditions or have refused unreasonably to allow Landlord or Landlord's written notice of the condition, Tenant will be liable for Landlord's reasonable costs, including costs for time spent, court costs, any repair costs due to Tenant's violation of the Lease, and attorneys fees.

29. **NOTICES.** All notices in writing required or permitted by this Lease may be delivered in person, or sent by mail (postage prepaid) to Landlord, Tenant or Agent at such party's address, as set forth above or at such other address as a party may designate from time to time by notice given in accordance with the terms of this section.

30. **HEADINGS.** The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

31. **GOVERNING LAW.** This Lease is entered into and shall be construed under the laws of the Commonwealth of Virginia.

32. **SEVERABILITY.** Any provision of this Lease which is prohibited by, or unlawful or unenforceable under, Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease.

33. **FAILURE TO ENFORCE LEASE NOT A WAIVER.** Landlord's waiver of a breach by Tenant shall not be interpreted as a waiver of any subsequent breach or noncompliance, and this lease shall continue in full force and effect.

34. **AMENDMENTS.** This lease may not be amended or modified except by prior written consent of the Landlord. All amendments or modifications shall be in writing and signed by both parties.

35. ENTIRE AGREEMENT. This Lease constitutes the full and complete agreement between the parties, and no other writings or statements (other than amendments or modifications pursuant to Section 34) shall be of any consequence or have any legal effect.

36. GOVERNMENTAL APPROVAL. This Lease is subject to and contingent upon approval by Landlord pursuant to Va. Code § 15.2-1800(B). Signature by Landlord's authorized representatives below shall be conclusive evidence that necessary governmental approvals have been obtained.

SP-2005-024. Schuyler Country Store (Sign #29). PROPOSAL: Country store, in accord w/Sec 10.2.2(22) of the Zoning Ord which allows for country stores. ZONING CATEGORY/GENERAL USAGE: Tax Map 126 Parcel 34, contains 2.69 acres & is zoned RA, Rural Areas. Located at 8429 Schuyler Rd (Rt 800), approximately 1,200 feet north of its intersection with Howardsville Turnpike (Rt 602). MAGISTERIAL DISTRICT: Scottsville.

1. Special Use Permit 2005-24 shall be developed in general accord with the concept application plan dated November 15, 2005, prepared by Brenda and Robert Moon, and titled "The Schuyler Country Store, SP2005-24" (Attachment F.). However, revisions to the sketch plan shall be allowed for compliance with the Zoning Ordinance;
2. The parking area shall be comprised of a loose gravel surface with parking spaces (provided the total trips per week do not exceed three hundred fifty [350]) delineated by wheel stops, flush railroad ties, or some similar means subject to the approval of the Zoning Administrator;
3. The vehicular entrance into the site shall be constructed based on the VDOT Standard Private Subdivision Road/Street Entrance with the exception of using gravel as an alternative paving material, or such other standard as may be required by VDOT.
4. The existing White Oak (*Quercus alba*) as shown on Attachment B shall be retained, and it shall be protected by the following:
 - a) Permanent fencing shall be installed at the drip line (outermost extent of the canopy) of the existing White Oak as identified in Attachment B, the full circumference of the canopy. The fencing shall be installed before any site disturbance commences and shall be maintained for the life of the tree. The fencing materials may include post and wire, split rail, or picket types. The fencing shall not be comprised of chain link. The fencing shall be subject to the approval of the Zoning Administrator;
 - b) No materials of any sort shall be stored within the drip line of the tree; and
 - c) No vehicular or equipment movement or parking shall occur within the drip line of the tree.
5. Water and septic systems shall be subject to Health Department approval prior to site plan approval;
6. Hours of operation shall be between the hours of 6:00 a.m. and 10:00 p.m.; and
7. Outdoor display shall be limited to plants and agricultural products.