

**ACTIONS**  
**Board of Supervisors Meeting of September 5, 2007**

September 6, 2007

| <u>AGENDA ITEM/ACTION</u>   | <u>ASSIGNMENT</u>  |
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| <p>1. Call to Order.</p> <ul style="list-style-type: none"> <li>• Meeting was called to order at 9:02 a.m., by the Chairman, Mr. Boyd. All BOS members were present. Also present were Bob Tucker, Larry Davis, Ella Jordan, and Meagan Hoy.</li> </ul>   |  |
| <p>4. Recognitions:</p> <ol style="list-style-type: none"> <li>a. Proclamation recognizing October 2007 as Domestic Violence Awareness Month. <ul style="list-style-type: none"> <li>• Chairman read and presented proclamation to Marie Murray and Tom Laux.</li> </ul> </li> <li>b. Proclamation recognizing Latino Heritage Month. <ul style="list-style-type: none"> <li>• Chairman to present the proclamation at the Zona Latina event on September 14, 2007.</li> </ul> </li> <li>c. Total Rewards. <ul style="list-style-type: none"> <li>• Chairman recognized the Human Resources Department.</li> </ul> </li> <li>d. Digital Government. <ul style="list-style-type: none"> <li>• Chairman recognized the Information Technology Department and the Web Team.</li> </ul> </li> </ol>   | <p>(Attachment 1)</p> <p>(Attachment 2)</p>  |
| <p>5. From the Board: Matters Not Listed on the Agenda.<br/> <u>Ken Boyd:</u></p> <ul style="list-style-type: none"> <li>• Discussed a proposed resolution from CvilleRail requesting support for a market study of enhanced passenger rail in the U.S. 29 Piedmont Corridor. Board members directed staff to make changes to the resolution that would take out any reference to the commitment of financial support.</li> <li>• Asked the status of a previous request regarding how the County can prevent the building of agricultural roads that are turning into subdivision roads. Storm water is also a concern. Mark Graham to bring back for a more detailed discussion in the Fall.</li> <li>• Mentioned a letter from the Corp of Engineers indicating they are beginning the approval process for the County's 50 year water plan.</li> <li>• Discussed with Board members their interest in pursuing restructuring the RSWA to include elected officials. Mr. Boyd will speak with Mayor Brown to determine if the City is interested.</li> </ul> | <p><u>Clerk:</u> Schedule resolution on September 12, 2007 consent agenda after proposed changes have been made.</p> |
| <p>6. From the Public: Matters not Listed on the Agenda.</p> <ul style="list-style-type: none"> <li>• Allan Kindrick thanked the Board for their efforts with the Advanced Mills bridge, and asked for a schedule of how VDoT will do the bridge work.</li> <li>• Ann Mallek of Earlysville asked the Board to write a letter in support of the Land Preservation Tax Credit.</li> <li>• Sam Caughron asked the Board to add to the Legislative Agenda support for a change in the law to allow cities and counties to adopt ordinances eliminating second hand smoke in public places.</li> </ul>  |  |

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| <ul style="list-style-type: none"> <li>• Paul Newland, resident of Advanced Mills, said he was pleased with the County's web page. He also provided an update from the Advance Mills Homeowners Association.</li> <li>• Jay Willer, Blue Ridge Homebuilders Association, pointed out that the employment created by the building industry does have a positive impact on the local economy.</li> <li>• In response to public comments, Mr. Rooker said that he would like to request enabling legislation to control smoking in public places and add it to the legislative packet, and to also add support of the Land Preservation Tax Credit to the packet.</li> </ul>   | <p><u>Andy Bowman</u>: Update Legislative Packet.</p>  |
| <p>7.2 Requested FY 2007 Budget Appropriation.</p> <ul style="list-style-type: none"> <li>• <b>APPROVED</b> FY 2007 Appropriations #2007090 and #2007091.</li> </ul>  | <p><u>Clerk</u>: Forward copy of signed appropriation form to OMB, Finance and appropriate individuals.</p>  |
| <p>7.3 Requested FY 2008 Budget Appropriations.</p> <ul style="list-style-type: none"> <li>• <b>APPROVED</b> the FY 2008 Appropriations #2008013, #2008014, #2008015, #2008016, #2008017 and #2008018.</li> </ul>   | <p><u>Clerk</u>: Forward copy of signed appropriation forms to OMB, Finance and appropriate individuals.</p>   |
| <p>7.4 Commission on Children &amp; Families (CCF) Amended Lease.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> the attached resolution to authorize the County Executive to execute on behalf of the County an amended lease between the County and the Commission on Children and Families for office space at the County Office Building on 5<sup>th</sup> Street.</li> </ul>  | <p><u>Clerk</u>: Forward copy of signed resolution to CCF and County Attorney's office. (Attachment 3)</p> <p><u>County Attorney's Office</u>: Provide Clerk with copy of fully executed lease. (Attachment 4)</p> |
| <p>7.5 Destruction of Tax Records.</p> <ul style="list-style-type: none"> <li>• <b>AUTHORIZED</b> the destruction of tax records.</li> </ul>  | <p><u>Finance Office</u>: Proceed as approved.</p>   |
| <p>7.6 2006-07 ACE Appraisals from Round 7 and Purchase of Easements.</p> <ul style="list-style-type: none"> <li>• <b>APPROVED</b> the 7 appraisals by Pape and Company for applications from the year FY 2006-07 applicant pool (Strawberry Hill Farm, Clayton, Anderson, McDaniel, Sacre, Barksdale, and Rives properties.</li> <li>• <b>APPROVED</b> Option 1 as recommended by the ACE Committee to approve the purchase of Strawberry Hill Farm, Clayton, Anderson, McDaniel, Sacre, Barksdale, and Rives properties according to the priority ranking order and based on funds available for FY2006-07. Based on available funds, initial offers to sell will be made for Strawberry Hill Farm and the Clayton properties.</li> </ul> | <p><u>Ches Goodall/David Benish</u>: Proceed as approved. Board requested that future reports show the number of development rights that would be retired on each property.</p>                                    |
| <p>7.7 Resolution to include roads in Old Trail Subdivision into the State Secondary System of Highways.</p> <ul style="list-style-type: none"> <li>• <b>ADOPTED</b> the attached resolution.</li> </ul>  | <p><u>Clerk</u>: Forward resolution and signed AM-4.3 Form to Greg Cooley. (Attachment 5)</p>  |
| <p>7.15 Grass/Weed and Building Maintenance Ordinances.</p> <ul style="list-style-type: none"> <li>• <b>DIRICTED</b> staff to bring back grass and weed ordinance.</li> </ul>   | <p><u>Mark Graham/Amelia McCulley</u>: Proceed as directed.</p>  |
| <p>8a. Advance Mills Bridge Update.</p> <ul style="list-style-type: none"> <li>• Updated provided. VDoT has scheduled a public meeting, on the three proposed alignments for the permanent bridge, at Spring Hill Baptist Church on October 11, 2007 between 5 and 7 p.m. Work on the temporary bridge is tentatively</li> </ul>  |  |

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|     | scheduled to begin in the next six months.   |   |
|     | <p>Albemarle County Bridges Update.</p> <ul style="list-style-type: none"> <li>Mr. Boyd mentioned public concerns with railroad bridges. VDoT to work with staff to possibly include railroad bridges in the Six Year Plan.</li> </ul>   |   |
| 8b. | <p>VDoT Monthly Report.</p> <ul style="list-style-type: none"> <li><b>RECEIVED.</b></li> </ul>   |   |
| 8c. | <p>Transportation Matters not Listed on the Agenda.<br/> <u>Sally Thomas</u></p> <ul style="list-style-type: none"> <li>Mentioned the status of the Meadow Creek Parkway. Mr. Sumpter advised that VDoT is moving along with the right of way acquisition phase.</li> </ul> <p><u>Dennis Rooker:</u></p> <ul style="list-style-type: none"> <li>Mentioned the timing of the lights on Hydraulic Road/Rio Road and Route Route 29. Mr. Sumpter advised that a new Signal Timing Engineer just at VDoT. He has made an initial visit to the corridor, and work is currently under way. Mr. Boyd said the same problem exists at Rio Road and Greenbrier Drive.</li> </ul> <p><u>Ken Boyd:</u></p> <ul style="list-style-type: none"> <li>Asked about the status of the traffic light on State Farm Boulevard. VDoT is waiting for authorizations to move forward with the installations. He will keep the Board updated as they go along.</li> </ul> <p><u>David Wyant:</u></p> <ul style="list-style-type: none"> <li>Thanked Mr. Sumpter and VDoT for their efforts.</li> </ul> <p><u>David Slutzky:</u></p> <ul style="list-style-type: none"> <li>Asked County staff to monitor which routes the gravel trucks will take to/from the quarry on Rio Mills Road before granting entrance permits. The bridges that the trucks will travel over need to be studied as well.</li> <li>County staff agreed to make contact with users of the bridges to make sure they realize the weight limits on the bridges, and especially on railroad bridges.</li> </ul> | <p><u>Clerk:</u> Forward comments to VDOT.</p>  |
| 9.  | <p>Wine Industry on Agricultural Economy in Albemarle, Presentation by Bill Moses.</p> <ul style="list-style-type: none"> <li><b>RECEIVED.</b></li> <li><b>DIRECTED</b> local wineries to put together a “straw man” to present proposals and suggestions to the Board.</li> </ul>   |   |
| 10. | <p>Boys and Girls Club, Presentation by Tim Sinatra.</p> <ul style="list-style-type: none"> <li><b>AUTHORIZED</b> \$50,000 contingent on the Boys and Girls Club raising \$200,000 as a match to the \$50,000.</li> </ul>  | <p><u>County Executive office:</u> Notify Tim Sinatra of Board’s action.<br/> <u>OMB:</u> Prepare appropriate appropriation form.</p> |
| 11. | <p>School Support Services Complex.</p> <ul style="list-style-type: none"> <li><b>RECEIVED</b> report.</li> </ul>  |   |
| 12. | <p><del>Economic Development Policy, 2007 Update.</del></p> <ul style="list-style-type: none"> <li><b>Removed from Agenda.</b></li> </ul>  |   |
| 13. | <p>Closed Session.</p> <ul style="list-style-type: none"> <li>At 12:42 p.m., the Board went into closed session to consider appointments to Boards, Committees, and Commissions, and to discuss with legal counsel and staff specific legal matters relating to</li> </ul>   |   |

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|     | an interjurisdictional agreement.  |   |
| 14. | <p>Certify Closed Session.</p> <ul style="list-style-type: none"> <li>At 2:16 p.m., the Board reconvened into open session and certified the closed session.</li> </ul>  |   |
| 15. | <p>Appointments.</p> <ul style="list-style-type: none"> <li><b>APPOINTED</b> Rob Farrell and <b>REAPPOINTED</b> James F. Powell, Joseph T. Samuels and Richard Keeling to the ACE Committee with said terms to expire August 1, 2010.</li> <li><b>APPOINTED</b> Larry Wilson to the Charlottesville-Albemarle Convention &amp; Visitors Bureau (CACVB), with said term to expire June 30, 2009.</li> <li><b>APPOINTED</b> Robert M. Burke, Jr., to the Community Mobility Committee, with said term to expire</li> <li><b>APPOINTED</b> Jim Duncan to the Fiscal Impact Advisory Committee, with said term to expire July 8, 2009.</li> <li><b>APPOINTED</b> Robert M. Burke, Jr., to JAUNT, with said term to expire September 30, 2009.</li> <li><b>APPOINTED</b> Lynwood Bell to the Pantops Community Advisory Council.</li> </ul> | <p><u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, update webpage, and notify appropriate persons.</p> |
| 16. | <p><b><u>SP-2007-0012. John Murphy Home Occupations Class B (Signs#104,105).</u></b></p> <ul style="list-style-type: none"> <li><b>APPROVED SP-2007-0012</b>, by a vote of 6:0, subject to the two conditions recommended by the Planning Commission.</li> </ul>   | <p><u>Clerk:</u> Set out conditions of approval. (Attachment 6)</p>   |
| 17. | <p><b><u>SP-2007-0018. Blue Ridge Equine Clinic Amendment (Sign #12).</u></b></p> <ul style="list-style-type: none"> <li><b>APPROVED SP-2007-0018</b>, by a vote of 6:0, subject to the one condition recommended by the Planning Commission.</li> </ul>   | <p><u>Clerk:</u> Set out condition of approval. (Attachment 6)</p>  |
| 18. | <p><b><u>SP-2007-0019. St. George Church Addition (Sign #13).</u></b></p> <ul style="list-style-type: none"> <li><b>APPROVED SP-2007-0019</b>, by a vote of 6:0, subject to the five conditions recommended by the Planning Commission and amended at the Board meeting.</li> </ul>  | <p><u>Clerk:</u> Set out conditions of approval. (Attachment 6)</p>   |
| 19. | <p><b><u>SP-2007-0023. Kia Auto Display (Sign # 55).</u></b></p> <ul style="list-style-type: none"> <li><b>APPROVED SP-2007-0023</b>, by a vote of 6:0, subject to the five conditions recommended by the Planning Commission.</li> </ul>  | <p><u>Clerk:</u> Set out conditions of approval. (Attachment 6)</p>   |
| 20. | <p><b><u>SP-2007-0022. Lewis and Clark Exploratory Center - Access Rd (Signs #49,50&amp;54).</u></b></p> <ul style="list-style-type: none"> <li><b>APPROVED SP-2007-0022</b>, by a vote of 6:0, subject to the three conditions recommended by the Planning Commission.</li> </ul>   | <p><u>Clerk:</u> Set out conditions of approval. (Attachment 6)</p>   |
| 21. | <p><b><u>SP-2007-0024. Lewis and Clark Exploratory Center (Signs #49,50&amp;54).</u></b></p> <ul style="list-style-type: none"> <li><b>APPROVED SP-2007-0024</b>, by a vote of 6:0, subject to the five conditions recommended by the Planning Commission.</li> </ul>  | <p><u>Clerk:</u> Set out conditions of approval. (Attachment 6)</p>   |
|     | <p><b>Recessed at 2:59 p.m., and Reconvened at 3:33 p.m.</b></p>   |   |
| 22. | <p><b><u>Work Session: Places29 Master Plan – Chapters 5 and 6.</u></b></p> <ul style="list-style-type: none"> <li><b>HELD.</b></li> </ul>   |   |
| 23. | <p><b><u>Work Session: CPA-2006-003 and ZMA-2006-</u></b></p>  | <p><u>Clerk:</u> Schedule on October 10 BOS meeting.</p>  |

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| <p><b><u>0019. Willow Glen. (Signs #27&amp;29).</u></b></p> <ul style="list-style-type: none"> <li>• <b>HELD.</b></li> </ul>   |  |
| <p>24. From the Board: Committee Reports.<br/> <u>Sally Thomas:</u></p> <ul style="list-style-type: none"> <li>• Mentioned the information Board members received from VDOT regarding its Signing Program. She commented that the “blue” signs do bring to the attention farm sales that otherwise would go unnoticed.</li> </ul> <p><u>David Slutzky:</u></p> <ul style="list-style-type: none"> <li>• Mentioned the reasons the drought restrictions are still in effect given some recent significant rains. Mr. Boyd suggested that the information related to the drought on Rivanna’s website be made more easily accessible.</li> </ul> |  |
| <p><b>Nonagenda item:</b></p> <ul style="list-style-type: none"> <li>• Discussed the public hearing on the proposed rural area ordinances and notification of property owners. The Board <b>DIRECTED</b> staff to notify the same listing of property owners who were notified of the Commission’s public hearing.</li> </ul>  |  |
| <p>27. Adjourn.</p> <ul style="list-style-type: none"> <li>• The meeting was adjourned at 8:49 p.m.</li> </ul>   |  |

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- Attachment 1 – Proclamation recognizing October 2007 as Domestic Violence Awareness Month
- Attachment 2 – Proclamation recognizing Latino Heritage Month
- Attachment 3 – Resolution - Commission on Children & Families (CCF) Amended Lease
- Attachment 4 – Commission on Children & Families (CCF) Amended Lease
- Attachment 5 – Resolution - Old Trail Subdivision
- Attachment 6 – Conditions of Approval on Planning items

**Domestic Violence Awareness Month**

**Whereas,** *violence against women, children, and men continues to become more prevalent as a social problem in our society; and*

**Whereas,** *the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial and societal barriers, and are supported by societal indifference; and*

**Whereas,** *the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse, with the impact of this crime being wide-ranging; and*

**Whereas,** *in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of victims of domestic violence who often suffer grave physical, psychological and financial losses; and*

**Whereas,** *it is victims of domestic violence themselves who have been in the forefront of efforts to bring peace and equality to the home; and*

**Whereas,** *no one person, organization, agency or community can eliminate domestic violence on their own—we must work together to educate our entire population about what can be done to prevent such violence, support victims/survivors and their families, and increase support for agencies providing services to those community members; and*

**Whereas,** *the Shelter for Help in Emergency has led the way in the County of Albemarle in addressing domestic violence by providing 24-hour hotline services to victims/survivors and their families, offering support and information, and empowering survivors to chart their own course for healing; and*

**Whereas,** *the Shelter for Help in Emergency commemorates its 28<sup>th</sup> year of providing unparalleled services to women, children and men who have been victimized by domestic violence;*

**Now, Therefore, Be It Resolved,** *that in recognition of the important work being done by the Shelter for Help in Emergency, I, Kenneth C. Boyd, Chairman of the Albemarle County Board of Supervisors, do hereby proclaim the month of October 2007 as **DOMESTIC VIOLENCE AWARENESS MONTH** and urge all citizens to actively participate in the scheduled activities and programs sponsored by the Shelter for Help in Emergency, and to work toward the elimination of personal and institutional violence against women, children, and men.*

**Signed and sealed this 5<sup>th</sup> day of September, 2007.**

**Latino Heritage Month**

**WHEREAS**, each year, the U.S. celebrates Latino/Hispanic Heritage Month from September 15 through October 15, to recognize and celebrate the contributions of the more than 44.3 million Latinos residing in the U.S.; and

**WHEREAS**, the citizens of Albemarle County wish to acknowledge our Latino residents and their contributions to the cultural richness, diversity and economic success of our community; and

**WHEREAS**, many organizations in our community are working to welcome and support our Latino residents, and bring all of our community members together through their education and outreach efforts; and

**WHEREAS**, Albemarle County wishes to recognize local firms such as Zona Latina, for helping to dispel cultural stereotypes and bridge barriers by providing educational and television programming to improve the quality of life for our growing Latino population and the general public; and

**WHEREAS**, in conjunction with Latino Heritage Month, Zona Latina is celebrating the start of their second season of educational programming that showcases the richness of Latino culture and provides a service to our Latino community; and

**WHEREAS**, Zona Latina has worked tirelessly and successfully to address the communication and cultural challenges faced by our community's growing Latino population by eliminating language and cultural divides that serve as an impediment to greater understanding among diverse groups of citizens;

**NOW, THEREFORE, BE IT RESOLVED**, that, I, Kenneth C. Boyd, Chairman, on behalf of the Board of Supervisors of Albemarle County, Virginia, do hereby proclaim **September 15, 2007 through October 15, 2007**, as "**LATINO HERITAGE MONTH**" in Albemarle County, and encourage our citizens to celebrate the accomplishments and diversity of our Latino residents, and recognize the valuable achievements and efforts of organizations such as Zona Latina who are working to create opportunity and inclusiveness in our community.

**Signed and sealed this 5<sup>th</sup> day of September, 2007.**

**RESOLUTION TO AUTHORIZE AMENDED  
LEASE WITH CHARLOTTESVILLE-ALBEMARLE  
COMMISSION ON CHILDREN AND FAMILIES (CCF)**

**WHEREAS**, the County Office Building on 5<sup>th</sup> Street contains certain office space that has been leased to the Charlottesville-Albemarle Commission on Children and Families (“CCF”) since October 2004; and

**WHEREAS**, the relocation of the County Registrar to the County Office Building on 5<sup>th</sup> Street requires the relocation of certain CCF office space; and

**WHEREAS**, the County and CCF wish to amend their prior lease to recognize this office relocation, and to extend the term of CCF’s occupancy through June 2014.

**NOW, THEREFORE, BE IT RESOLVED**, that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute on behalf of the County of Albemarle, Virginia, an Amended Lease and any other document(s) necessary to lease office space at the County Office Building on 5<sup>th</sup> Street to the Charlottesville-Albemarle Commission on Children and Families.



AMENDED AGREEMENT OF LEASE

THIS AMENDED LEASE AGREEMENT is made as of September 5, 2007 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the CHARLOTTESVILLE/ ALBEMARLE COMMISSION ON CHILDREN AND FAMILIES, Tenant. This Amended Lease Agreement supersedes that certain Lease Agreement between the parties dated March 22, 2006.

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Leased Premises"). The Leased Premises shall be occupied by the Charlottesville/Albemarle Commission on Children and Families.

ARTICLE II. TITLE: QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have peaceful and quiet enjoyment, use and possession of the Leased Premises without hindrance on the part of the Landlord or anyone claiming by, through, or under Landlord.

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease shall commence on July 1, 2007 (the "Date of Commencement") and shall expire June 30, 2014. All references to the "term" of this Lease shall, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. This Lease may be renewed for an additional period as may be mutually agreed by the Landlord and Tenant. If renewal is not agreed upon by the Landlord and Tenant, this Lease shall expire upon expiration of the initial term.

ARTICLE IV. RENT

Section 4.1. Annual Rent. Commencing upon the Date of Commencement, during the first year of this Lease, Tenant agrees to pay to Landlord annual rent of \$12.00 per gross square foot, payable in equal monthly installments, in advance, on the first day of each month during the term hereof. During the second year of this Lease, Tenant agrees to pay to Landlord annual rent of \$16.00 per gross square foot, payable in equal monthly installments, in advance, on the first day of each month during the term hereof. During the third year of this Lease, Tenant agrees to pay to Landlord annual rent of \$18.00 per gross square foot, payable in equal monthly installments, in advance, on the first day of each month during the term hereof. Gross square feet shall be calculated within the perimeter of the area to be used solely by the Charlottesville/Albemarle Commission on Children and Families.

After the third year of this Lease, the rent for any subsequent term of the Lease shall be indexed for inflation and shall be calculated by first establishing a fraction, the numerator of which shall be the level of the CPI Index (as defined herein) as of the first day of that month which is two months before the month in which the Date of Commencement occurs in the subsequent years, and the denominator of which shall be the level of the CPI Index as of the first day of that month which is two months before the initial Date of Commencement. The resulting fraction shall be multiplied by the rent agreed upon or established for the first year of the term of the Lease to determine the annual rent due for the year. The rental figure shall be revised each year based upon this formula. The CPI Index shall be the U.S. Bureau of Labor Statistics Consumer Price Index (all items, all urban consumers, 1982-1984 = 100). If the CPI Index shall be discontinued, Landlord shall designate an appropriate substitute index or formula having the same general acceptance as to use and reliability as the CPI Index and such substitute shall be used as if originally designated herein. Notwithstanding the foregoing, in no event shall the rent due for any lease year decrease below the rent payable for the first year.

Section 4.2. Address for Rent Payment. All payments of rent due Landlord pursuant to Section 4.1 shall be made to Landlord at the address specified in Section 15.3, or to such other party or at such other address as hereinafter may be designated by Landlord by written notice delivered to Tenant at least ten (10) days prior to the next ensuing monthly rental payment date.

#### ARTICLE V. UTILITIES AND SERVICES

Landlord shall provide water, sewer, electricity, heating and cooling, trash collection and janitorial services at no additional cost to Tenant. Tenant shall provide telephone and all other services.

#### ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. Tenant shall have use of the Leased Premises for offices. Tenant shall also have use of the lunchroom, restrooms, elevators and main entry corridors, which areas will not be calculated in the gross square footage for rental purposes.

Section 6.2. Parking. Tenant shall be entitled to the use of parking spaces in the parking lot and an access easement to the Leased Premises.

#### ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by Tenant.

(a) Tenant may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do not damage or alter the Leased Premises, provided that Landlord's consent shall have first been obtained in writing, and provided that Tenant shall obtain all required governmental permits for such alterations, additions or improvements.

(b) Tenant may, from time to time, make interior structural alterations, additions or improvements, only with Landlord's prior written consent to plans and specifications therefor, which consent shall not be unreasonably withheld. Upon the expiration or sooner termination of this Lease, Landlord shall have the option (exercisable upon sixty (60) days notice to Tenant except in the case of a termination of this Lease due to a default by Tenant, in which case no such notice shall be required) to require Tenant to remove at Tenant's sole cost and expense any and all improvements made by Tenant to the Leased Premises or to elect to keep such improvement as Landlord's property. In the event Tenant is required to remove any improvements, (i) Tenant shall be responsible for the repair of all damage caused by the installation or removal thereof, and (ii) if Tenant fails to properly remove such improvements or provide for the repair of the Leased Premises, Landlord may perform the same at Tenant's cost and expense.

Section 7.2. Signs. Tenant shall have the right to place signs on the interior or exterior of the Leased Premises with the prior written approval of Landlord.

#### ARTICLE VIII MAINTENANCE OF LEASED PREMISES

Section 8.1. Maintenance. Landlord shall be responsible for all repairs and maintenance for the Leased Premises, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, including, but not limited to, plumbing, heating, electrical, air conditioning, plate glass and windows. Notwithstanding the foregoing, Tenant shall be responsible for all maintenance and repairs necessitated by the negligence of Tenant, its employees and invitees.

Section 8.2. Surrender of Leased Premises. At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises and all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, which Landlord has granted permission to have left in the Leased Premises. At such time, the Leased Premises shall be broom clean and in good condition and repair, commensurate with its age. If Tenant leaves any of Tenant's personal property in the Leased Premises, Landlord, at its option, may remove and store any or all of such property at Tenant's expense or may deem the same abandoned

and, in such event, the property deemed abandoned shall become the property of Landlord.

#### ARTICLE IX. INSURANCE

Section 9.1. Fire and Extended Coverage. Landlord agrees that it will, during the initial and any renewal term of this Lease, insure and keep insured, for the benefit of Landlord and its respective successors in interest, the Leased Premises, or any portion thereof then in being. Such policy shall contain coverage against loss, damage or destruction by fire and such other hazards as are covered and protected against, at standard rates under policies of insurance commonly referred to and known as "extended coverage," as the same may exist from time to time. Landlord agrees to name Tenant as an additional insured on such policy, as its interest may appear.

Section 9.2. Waiver of Subrogation. Landlord and Tenant each hereby releases the other from any and all liability or responsibility to itself or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty results from the negligence of itself or anyone for whom it may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as any such release shall not adversely affect or impair the releasor's policies or insurance or prejudice the right of the releasor to recover thereunder.

#### ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH GOVERNMENTAL REGULATIONS

Section 10.1. Waste or Nuisance. Tenant shall not commit or suffer to be committed any waste or any nuisance upon the Leased Premises.

Section 10.2. Governmental Regulations. During the term of this Lease, Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises or Tenant's use and occupancy thereof.

#### ARTICLE XI. FIRE OR OTHER CASUALTY

If the Leased Premises shall be damaged so as to render two-thirds (2/3) or more of the Leased Premises untenantable by fire or other casualty insured against under the insurance required to be carried by Landlord pursuant to Section 9.2, Landlord may elect to either terminate this Lease as of the date of damage or repair the Leased Premises. Unless Landlord elects to terminate this Lease, such damage or destruction shall in no way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of the rent payable under Article IV while such repairs are being made, such proportionate reduction to be based upon the proportion of the Leased Premises rendered untenantable as a result of such damage. Notwithstanding the foregoing, if any damage or destruction from any cause whatsoever has not been repaired and such repairs have not commenced within one hundred eighty (180) days of the date thereof, Tenant may, as its exclusive remedy, terminate this Lease upon thirty (30) days written notice to Landlord.

#### ARTICLE XII CONDEMNATION

If the whole or any part of the Leased Premises shall be taken under the power of eminent domain, then this Lease shall terminate as to the part so taken on the day when Tenant is required to yield possession thereof, the Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition; and the rent payable under Article IV shall be reduced proportionately as to the portion of the Leased Premises so taken. If the amount of the Leased Premises so taken is such as to impair substantially the usefulness of the Leased Premises for the purposes for which the same are hereby leased, then either party shall have the option to terminate this Lease as of the date when Tenant is required to yield possession.

#### ARTICLE XIII DEFAULT OF TENANT

Section 13.1. Default. The occurrence of any of the following shall be deemed a "default" under

this Lease:

(a) Tenant fails to pay when due any amount of rent, additional rent or other monies due under this Lease, including Articles IV and V, and such payment is not received by Landlord within ten (10) days after written notice of such failure is received by Tenant; or

(b) a default in any of the other provisions of this Lease, and such default continues uncured for a period of thirty (30) days after written notice thereof from Landlord.

Section 13.2. Remedies. In the event of any default or breach hereof by Tenant, Landlord shall have the right (in addition to all other rights and remedies provided by law) to terminate this Lease or to re-enter and take possession of the Leased Premises, peaceably or by force, and to remove any property therein without liability for damage to and without obligation to store such property, but may store the same at Tenant's expense, and to collect from Tenant all rent then due and which would accrue for the unexpired portion of the term hereof, together with reasonable attorney's fees. In addition, in the event of a failure to pay rent, additional rent or other money within five (5) days of its due date, Tenant shall pay to Landlord the greater of Twenty-Five and no/100 Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each day after the fifth day such rent or other money is late.

#### ARTICLE XIV. HOLDING OVER, SIGNS, SUCCESSORS

Section 14.1. Holding Over. Any holding over after the expiration of the term hereof, with the consent of Landlord, shall be construed to be a tenancy from month-to-month at the same rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified as far as applicable.

Section 14.2. Showing the Leased Premises. During the last ninety (90) days of the term hereof, Tenant shall allow Landlord, or its agents, to show the Leased Premises to prospective tenants or purchasers at such times as Landlord may reasonably desire.

Section 14.3. Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the heirs, executors, administrators, successors and permitted assigns of the parties. All covenants, representations and agreements of Landlord shall be deemed the covenants, representations and agreements of the fee owner from time to time of the Leased Premises and Landlord shall be automatically released of all liability under this Lease from and after the date of any sale by Landlord of the Leased Premises. All covenants, representations and agreements of Tenant shall be deemed the covenants, representations, and agreements of the occupant or occupants of the Leased Premises.

#### ARTICLE XV. BROKER'S FEES

Tenant and Landlord hereby warrant that there are no brokerage commissions due in connection with this Lease.

#### ARTICLE XVI. NO ASSIGNMENT

Tenant shall not assign this Lease or sublet all or any portion of the Leased Premises, either directly or indirectly, without the prior written consent of Landlord. No assignment, sublease or transfer of this Lease by Tenant shall (i) be effective unless and until the assignee, subtenant or transferee expressly assumes in writing Tenant's obligations under this Lease, or (ii) relieve Tenant of its obligations hereunder, and Tenant shall thereafter remain liable for the obligations of the Tenant under this Lease whether arising before or after such assignment, sublease or transfer.

#### ARTICLE XVII. SUBORDINATION OF LEASE

This Lease and all rights of Tenant hereunder are and shall be subject and subordinate in all respects to (1) any mortgages, deeds of trust and building loan agreements affecting the Leased Premises, including any and all renewals, replacements, modifications, substitutions, supplements and extensions thereof, and (2) each advance made or to be made thereunder. In confirmation of such

subordination, Tenant shall promptly upon the request of Landlord execute and deliver an instrument in recordable form satisfactory to Landlord evidencing such subordination; and if Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver any such instruments on behalf of Tenant. Tenant further agrees that in the event any such mortgagee or lender requests reasonable modifications to this Lease as a condition of such financing, Tenant shall not withhold or delay its consent thereto.

#### ARTICLE XVIII. MISCELLANEOUS

Section 18.1. Waiver. The waiver by landlord or Tenant of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance or payment of rent hereunder by Landlord or Tenant, respectively, shall not be deemed to be a waiver of any breach by Tenant or Landlord, respectively, of any term, covenant or condition of this Lease regardless of knowledge of such breach at the time of acceptance or payment of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Tenant or Landlord unless the waiver be in writing signed by the party to be charged thereby.

Section 18.2. Entire Agreement. This Lease, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises; and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced in writing and signed by them.

Section 18.3. Notices. Any notice, demand, request or other instrument which may be, or are required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

- (a) if to Landlord, at  
County of Albemarle  
County Executive's Office  
401 McIntire Road  
Charlottesville, Virginia 22902  
or at such other address as Landlord may designate by written notice;
- (b) if to Tenant, at  
Charlottesville/Albemarle Commission on Children and Families  
1600 Fifth Street  
Charlottesville, Virginia 22902  
or at such other address as Tenant shall designate by written notice.

Section 18.4. Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way do they affect this Lease.

Section 18.5. Partial Invalidity. If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 18.6. Recording. Upon request of either party, a memorandum of lease will be executed and recorded. Such memorandum shall contain any provisions of this Lease which either party requests except for the provisions of Article IV, which shall not be included. The cost of recording such memorandum of lease or a short form hereof shall be borne by the party requesting such recordation.

Section 18.7. Governing Law. This Agreement shall be governed by and construed in

accordance with the laws of the Commonwealth of Virginia.

Section 18.8. Counterparts This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 18.9. This lease is subject to annual appropriations by the Board of Supervisors of Albemarle County, Virginia.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument as of the day and year first above written.

**TENANT**

**CHARLOTTESVILLE/ALBEMARLE COMMISSION ON CHILDREN AND FAMILIES**

By: \_\_\_\_\_  
Print Name: Gretchen Ellis  
Title: Director

**LANDLORD**

This Lease is executed on behalf of the County of Albemarle by Robert W. Tucker, Jr., County Executive, pursuant to a Resolution of the Albemarle County Board of Supervisors.

**COUNTY OF ALBEMARLE, VIRGINIA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 5th day of September 2007, adopted the following resolution:

RESOLUTION

WHEREAS, the street(s) in **Old Trail Subdivision**, as described on the attached Additions Form AM-4.3 dated **September 5, 2007**, 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 **Old Trail**, as described on the attached Additions Form AM-4.3 dated **September 5, 2007**, 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 AM-4.3 is:

- 1) **Old Trail Drive (State Route 1815)** from the intersection of Route 250 (Rockfish Gap Turnpike) to the intersection of Reas Creek Drive (Route 1816), as shown on plat recorded in the office the Clerk of Circuit Court of Albemarle County in Deed Book 2886, pages 134-155, with a 42-foot plus right-of-way width, for a length of 0.52 miles.
- 2) **Old Trail Drive (State Route 1815)** from the intersection of Reas Creek Drive (Route 1816) to the end of state maintenance, as shown on plat recorded in the office the Clerk of Circuit Court of Albemarle County in Deed Book 2886, pages 134-155, with a 42-foot plus right-of-way width, for a length of 0.03 miles.
- 3) **Reas Creek Drive (State Route 1816)** from the intersection of Old Trail Drive (Route 1815) to the end of state maintenance, as shown on plat recorded in the office the Clerk of Circuit Court of Albemarle County in Deed Book 3442, page 188, with a 40-foot plus right-of-way width, for a length of 0.35 miles.
- 4) **Reas Creek Drive (State Route 1816)** from the intersection of Old Trail Drive (Route 1815) to the end of state maintenance, as shown on plat recorded in the office the Clerk of Circuit Court of Albemarle County in Deed Book 3442, page 188, with a 40-foot plus right-of-way width, for a length of 0.02 miles.

Total Mileage – 0.92

## CONDITIONS OF APPROVAL

### **SP-2007-0012. John Murphy Home Occupations Class B (Signs#104,105).**

1. Special Use Permit 2007-12 shall be developed in general accord with the concept application plan, a survey plat by Thomas D. Blue, dated 12/19/94 and received February 26, 2007 (Attachment A-on file) However, the Zoning Administrator may approve revisions to the concept application plan to allow compliance with the Zoning Ordinance; and
2. The presence on the site of employees shall be limited to 9:00 am until 5:00 pm Monday through Friday.

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### **SP-2007-0018. Blue Ridge Equine Clinic Amendment (Sign #12).**

1. The clinic shall be for equine care only and shall be operated in accordance with the letter dated July 23, 1997 (attached to the staff report as Attachment D-on file). However, the clinic's improvements and the scale and location of the improvements shall be developed in general accord with the conceptual plan entitled "Conceptual Plan for SP 2007-00018," dated June 26, 2007, and initialed "SMC."

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### **SP-2007-0019. St. George Church Addition.**

1. Special Use Permit 2007-19 shall be developed in general accord with the concept application plan, provided by the applicant and dated July 31, 2006 (Attachment C-on file). However, the Zoning Administrator may approve revisions to the concept application plan to allow compliance with the Zoning Ordinance;
2. The addition shall be limited to not more than one thousand three hundred (1,300) square feet;
3. The area of assembly shall be limited to a maximum sixty-five (65) seat sanctuary; occasional church gatherings beyond the normal capacity of the sanctuary shall be permitted;
4. There shall be no day care center or private school on site without approval of a separate special use permit; and
5. Construction of the addition shall commence within five (5) years or this special use permit shall expire.

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### **SP-2007-0023. Kia Auto Display (Sign # 55).**

1. Vehicles shall not be elevated anywhere on site;
2. The improvements proposed under SP-2007-23 shall be developed in general accord with the site plan entitled "Kia Auto Dealership Major Site Plan Amendment" prepared by Dominion Development Resources, LLC, with revisions dated 6-22-07. Vehicles shall be displayed only in spaces labeled as "display parking" on this plan;
3. Display parking shall be only in designated striped parking spaces as identified on this plan;
4. Final site plan approval is subject to ARB approval of the landscape plan (which shall be submitted with the site plan). Landscaping shown on the plan may be required to be in excess of the minimum requirements of ARB guidelines or the Zoning Ordinance to compensate for the negative visual impact of the proposed use, particularly regarding perimeter trees at the new display area; and
5. Final site plan approval is subject to ARB approval of the lighting plan (which shall be submitted with the site plan). Maximum light levels on site shall not exceed thirty (30) footcandles.



**SP-2007-0022. Lewis and Clark Exploratory Center - Access Rd (Signs #49,50&54).**

1. The applicant must obtain a map revision, letter of revision, or letter of amendment as required from the Federal Emergency Management Agency (FEMA) and copy the County Engineer on all correspondence;
2. The fill slope must be protected against possible scour during the one hundred (100)-year storm, and must not exceed that shown in the application plan; and
3. Army Corps of Engineers, Virginia Department of Environmental Quality, and other necessary state and federal agency approvals must be obtained prior to issuance of grading permits.

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**SP-2007-0024. Lewis and Clark Exploratory Center (Signs #49,50&54).**

1. The site shall be developed in general accord with all sheets of the plan entitled "Lewis & Clark Exploratory Center," revised October 18, 2005 and prepared by Nelson, Byrd, Woltz. Setbacks indicated in the table on sheets L3.1 and L3.2 do not set increased minimum setbacks;
2. The top of the Lookout Tower, measured in elevation above mean sea level, shall not exceed [AMSL + 35]. The approved height shall at no time be taller than the tallest tree within twenty-five (25) feet of the Lookout Tower, and shall include any base, foundation or grading that raises the tower above the pre-existing natural ground elevation;
3. A maximum of twelve (12) special events, in accordance with Section 5.1.42.i, are authorized per calendar year;
4. A maximum of four (4) festivals, in accordance with Section 5.1.42.j, are authorized per calendar year;
5. A lighting plan and a landscaping plan shall be submitted, reviewed, and approved by the Architectural Review Board prior to final site plan development plan approval;
6. In accordance with Section 32.7.9.9, a twenty (20) percent tree canopy shall be required for the site based on the disturbed area for the historical center building, parking, and access road;
7. Prior to any grading or construction activity, the limits of the one hundred (100)-year flood plain and stream buffers, where adjacent to constructed proposed improvements including the amphitheater, timber fort, lookout tower, entrance road and retaining wall, shall be flagged at ten (10)-foot intervals by a land surveyor to prevent encroachment land disturbing activity, storage of construction equipment or materials, and actual construction of improvements during construction;
8. Outdoor amplified noise is not allowed on site;
9. As stipulated in the lease agreement between the applicant and the City and County, the proposed improvements are to be reviewed by the City and County prior to construction to make sure there are alternative uses available for the improvements should the venture fail, and
10. Special Use Permit 2007-024 shall be valid twelve (12) months from the date of the original approval and shall be expire on January 4, 2010.