

ACTIONS	
Board of Supervisors Meeting of June 3, 2009	
June 4, 2009	
<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. Slutzky. All BOS members were present. Also present were Bob Tucker, Larry Davis, Ella Jordan and Meagan Hoy. 	
<p>4a. Recognition: Bright Stars.</p> <ul style="list-style-type: none"> Terry Higgins gave a history of the program, and Kathy Ralston thanked all the people that had worked to make Bright Stars a successful program. 	
<p>4b. Recognition: Proclamation recognizing May 29, 2009 as Charlottesville/Albemarle Senior Independence Day.</p> <ul style="list-style-type: none"> Chairman read the proclamation into the record. 	(Attachment 1)
<p>5. From the Board: Matters Not Listed on the Agenda.</p> <p><u>Lindsay Dorrier:</u></p> <ul style="list-style-type: none"> Discussed the rezoning request for the Yancey property in Crozet. After some discussion, Lee Catlin indicated that this request should be coming forward September 2009. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> VDOT is mowing less, but the plus side of that is that the milkweed can grow, and in turn the monarch butterflies are flourishing when they normally don't this time of year. Asked for clarification on Family Division parcels. Larry Davis said he is working with Planning to bring information to the Board. <p><u>Sally Thomas:</u></p> <ul style="list-style-type: none"> She is the Board's representative on RWSA. Provided an update on sewer plans for the area. 	
<p>6. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> James Dubovsky commented on the proposed noise ordinance and mentioned the problems with barking dog in the Rural Areas. Charlotte Self, Tim Tolson, and Bill Schrader all spoke in support of moving forward quickly with the Crozet Library project. Kip Newland thanked the Board and VDOT for their work on the Advance Mills bridge project. 	
<p>7.2 FY 2009 Appropriations.</p> <ul style="list-style-type: none"> APPROVED budget amendment in the amount of \$106,942.99 and APRPROVED Appropriations #2009061, #2009062, #2009063, and #2009064. 	<u>Clerk:</u> Forward copy of signed appropriation forms to Finance and appropriate individuals.

7.3	Resolution of Intent to Amend the Subdivision Ordinance regarding prerequisites to submitting final site plat. <ul style="list-style-type: none"> • ADOPTED Resolution of Intent to amend Albemarle County Code § 14-221 and other related sections. 	<u>Clerk</u> : Forward copy of adopted resolution to Community Development and County Attorney's Office. (Attachment 2)
7.4	Cancel August 12, 2009 Board of Supervisors' Meeting. <ul style="list-style-type: none"> • CANCELLED August 12, 2009 Board of Supervisors' meeting. 	<u>Clerk</u> : Notify appropriate individuals.
7.5	Traffic Light Signal Monitoring Systems ("Photo Red systems"). <ul style="list-style-type: none"> • APPROVED staff moving forward with the project and DIRECTED preparation of a Photo Red ordinance. 	<u>John Miller/Larry Davis</u> : Proceed as directed.
8.	Annual Presentation, Dr. Frank Friedman, PVCC. <ul style="list-style-type: none"> • RECEIVED. 	
9.	Annual Report, Commission on Children and Families. <ul style="list-style-type: none"> • RECEIVED. 	
10.	Crozet Library Update. <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, the schematic design as presented and DIRECTED staff to proceed to Construction Design. 	<u>Bill Letteri</u> : Proceed as directed.
11.	Ordinance Amendment – Chapter 4, Animals and Fowl. <ul style="list-style-type: none"> • AUTHORIZED, by a vote of 6:0, to set the public hearing for July 8, 2009 on the proposed ordinance, as modified by the amendments agreed to be included at the work session. 	<u>Clerk</u> : Advertise public hearing for July 8, 2009.
12.	<u>Public Hearing: Buck's Elbow Mountain Tower Lease.</u> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, the attached lease. 	(Attachment 3)
13.	<u>Public Hearing: PROJECT: SP 2009-0004 Old Crozet School Arts.</u> APPROVED , by a vote of 6:0, SP-2009-004 subject to one condition.	<u>Clerk</u> : Set out condition of approval. (Attachment 4)
14.	<u>Public Hearing: The Old Crozet School Arts Lease of the Old Crozet Elementary School.</u> <ul style="list-style-type: none"> • APPROVED, by a vote of 6:0, the lease with the OCSA and AUTHORIZED the County Executive to sign the lease on behalf of the County. 	(Attachment 5)
17.	Closed Meeting. <ul style="list-style-type: none"> • At 11:59 a.m., the Board went into Closed Meeting to consider appointments to boards, committees, and commissions; to conduct an administrative evaluation; to discuss with legal counsel and staff specific matters requiring legal advice relating to the negotiation of a contract for services provided by the SPCA; and to discuss with legal counsel and staff specific matters requiring legal advice relating to the negotiation of an agreement related to 	

	the provision of public safety services.
18. Certify Closed Meeting.	
<ul style="list-style-type: none"> • At 2:17 p.m., the Board reconvened into open meeting and certified the Closed Meeting. 	
19. Appointments: Boards and Commissions. <ul style="list-style-type: none"> • Appointed Melissa Celii, Emilie Johnson and K. Edward Lay to the Historic Preservation Committee, with said terms to expire June 4, 2012. • Appointed Kurt Keesecker, as the AHIP representative, to the Housing Committee, with said term to expire December 31, 2011. • Appointed Jean Wyant to the Jefferson Area Board on Aging, with said term to expire March 31, 2011. • Reappointed William Harvey to the Advisory Council on Aging, with said term to expire May 31, 2011. 	<u>Clerk:</u> Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.
20a. VDOT Monthly Report. <ul style="list-style-type: none"> • Allan Sumpter provided the following additional updates: <ul style="list-style-type: none"> • David Slutzky stated that several citizens expressed the community's appreciation of the excellent work VDoT did with the Advance Mills Bridge project. • VDoT crew is working on applying tar and gravel surface on Walnut Level Road. The next rural rustic project for tar and gravel is Old Green Mountain Road. • VDoT has received approval for right-of-way authorization for Jarman's Gap Road. • VDoT has been mowing primary routes, Route 29 and Route 250. They will next go to other primaries such as Routes 22/231, and then go to the secondary roads. They will also be addressing some site distance problems at intersections. 	
20b. Transportation Matters not Listed on the Agenda. <u>Ken Boyd:</u> <ul style="list-style-type: none"> • Asked for an update on the Meadow Creek Parkway. Mr. Sumpter said there is quite a bit of work going on. Currently they are doing bridge and slope work. Most of the current work is on underlying structures and necessary work prior to most of the road bed. At this time, everything is on schedule. <u>Sally Thomas:</u> <ul style="list-style-type: none"> • Mentioned traffic backup at Broomfield Road on Route 250 West. Mr. Sumpter said he will check into it. He added that the signal at Farmington will be upgraded due to a safety issue. <u>Dennis Rooker:</u> <ul style="list-style-type: none"> • Asked about the schedule for review and approval of the public hearing package for 	<u>Clerk:</u> Forward comments to Sue Kennedy and Allan Sumpter.

<p>Georgetown Road. Mr. Sumpter said the package was submitted about a week ago and the turnaround is between 30 and 60 days depending upon workload.</p> <ul style="list-style-type: none"> Mentioned that there are several potholes on Georgetown Road. Mr. Sumpter said VDoT will begin doing pothole repair work July 1st. 	
<p>20c. Discussion: Hatton Ferry Funding.</p> <ul style="list-style-type: none"> Directed staff to prepare a letter for the Chairman's signature, requesting the CTB to reconsider its decision to close the Hatton Ferry. The Board expressed interest in evaluating options for continuing the operation of the Ferry. 	<p><u>County Executive/Clerk</u>: Prepare letter and send to appropriate individuals.</p>
<p>Board recessed at 3:01 p.m. and reconvened at 3:09 p.m.</p>	
<p>21. Work Session: Joint Meeting with Planning Commission, re: Rural Area Strategies Chapter of Comp Plan.</p> <ul style="list-style-type: none"> HELD. Staff to proceed as proposed to address the updated Comp Plan regarding rural areas and specific action items. 	<p><u>Joan McDowell/David Benish</u>: Proceed as directed.</p>
<p>15. Work Session: Grass Ordinance.</p> <ul style="list-style-type: none"> Consensus that the proposed ordinance: <ol style="list-style-type: none"> will apply to all other areas except rural areas; staff will provide a perimeter for undeveloped properties adjacent to roads and other properties; provide provision for exemption for "natural landscaping"; establish 12 inches as maximum grass height; will be responsive rather than proactive enforcement; and to come directly back to Board; not go through Planning Commission. 	<p><u>Amelia McCulley/Rob Heide</u>: Proceed as directed.</p>
<p>Board recessed at 4:55 p.m. and Reconvened at 5:06 p.m.</p>	
<p>16. Work Session: STA-2008-01 – Private Streets and Single Point of Access.</p> <ul style="list-style-type: none"> Consensus to support staff's recommendation with the exception for lots with 500 feet of road frontage. 	<p><u>Bill Fritz/Amelia McCulley</u>: Proceed as directed.</p>
<p>22. From the Board: Matters Not Listed on the Agenda. <u>Sally Thomas</u>:</p> <ul style="list-style-type: none"> Invited Board members to the Sacajawea celebration on Friday, June 19, 2009, 1:00 p.m., at the Lewis & Clark statue, followed by reception and panel discussion at the Charlottesville Community Design Center, at 2:00 p.m. Suggested that a note of appreciation be sent to the Monticello High School teacher who organized the senior students' community service programs. 	

<ul style="list-style-type: none"> • Scenic Virginia is seeking nominations for outstanding awards for viewshed preservation, water corridor preservation, creative scenic enhancement and scenic tourism awards, and anti-litter awards. If anyone has any suggestions, pass them on to her. • The agenda for the High Growth Coalition communities' meeting on June 29, 2009, in Culpeper has been confirmed. The agenda will include alternative septic tank systems, new stormwater management requirements, and VDOT new secondary street acceptance requirements. Board members asked that Ms. Thomas forward them the information. <p><u>Ken Boyd:</u></p> <ul style="list-style-type: none"> • Discussed the 800 mhz system and the areas of the County where the system does not work. Asked staff to provide cost estimate to provide repeaters in those areas. 	<p><u>County Executive:</u> Provide information.</p>
<p>23. Adjourn to June 10, 2009.</p> <ul style="list-style-type: none"> • At 5:46 p.m., the Board adjourned to June 10, 2009, 5:00 p.m. 	

ewj/mrh

Attachment 1 – Proclamation recognizing May 29, 2009 as Charlottesville/Albemarle Senior Independence Day

Attachment 2 - Resolution of Intent to Amend the Subdivision Ordinance regarding prerequisites to submitting final site plat

Attachment 3 – Buck’s Elbow Mountain Tower Lease

Attachment 4 – SP-2009-0004 Old Crozet School Arts – Condition of Approval

Attachment 5 - The Old Crozet School Arts Lease of the Old Crozet Elementary School

Charlottesville/Albemarle Senior Independence Day

WHEREAS, *we are ever mindful that our nation is built on the wisdom, talents, and hard work of those who were born before us;*

WHEREAS, *we acknowledge with gratitude their contributions to those great gifts of peace and prosperity which we now enjoy;*

WHEREAS, *as a society fortified by independence, our aim is to nurture those who are younger and follow the example of those whose years exceed ours; and*

WHEREAS, *our older citizens have worked long and hard to ensure that our lives are better, and our community acknowledges and supports their right to live independently and actively into their later years.*

NOW, THEREFORE, *I, David Slutzky, Chairman, on behalf of the Albemarle Board of County Supervisors, do hereby proclaim*

May 29, 2009

Charlottesville/Albemarle Senior Independence Day

and call upon all of our citizens to serve one another and the common good by celebrating this day going forward.

IN WITNESS WHEREOF, *I have hereunto set my hand this twenty-ninth day of May, in the year two thousand nine.*

ATTACHMENT 2

RESOLUTION OF INTENT

WHEREAS, subdivision regulations should assure the orderly subdivision and development of land and promote the public health, safety, convenience and welfare of citizens; and

WHEREAS, State law and the County's subdivision regulations require that a final subdivision plat be submitted within one year after approval of the preliminary subdivision plat; and

WHEREAS, Albemarle County Code § 14-221(B), which is part of the County's subdivision regulations, requires that a subdivider satisfy all conditions of approval of the preliminary plat and obtain all tentative approvals from county departments and other agencies prior to submitting the final subdivision plat; and

WHEREAS, because of several recent amendments to State law pertaining to the period of validity of preliminary subdivision plats and the submittal of final subdivision plats, the absence of a similar requirement in the County's zoning regulations for site plans without any identified adverse effect and in the subdivision regulations of other surveyed localities, and difficulties experienced by some subdividers in satisfying all conditions or obtaining all approvals within the one-year period, Albemarle County Code § 14-221(B)'s requirement that a subdivider satisfy all conditions of approval and obtain all tentative approvals prior to submitting the final subdivision plat is unnecessary could be repealed without threatening the public health, safety, convenience or welfare; and

WHEREAS, in the absence of Albemarle County Code § 14-221(B), the public interest would nonetheless be protected because Albemarle County Code § 14-221(C) establishes the required elements of a final subdivision plat in order for it to be accepted as complete, and because a subdivider would have to satisfy all such conditions and obtain all approvals prior to the approval of the final subdivision plat.

NOW, THEREFORE, BE IT RESOLVED THAT for purposes of public necessity, convenience, general welfare and good land development practices, the Board of Supervisors hereby adopts a resolution of intent to amend Albemarle County Code § 14-221 and any other regulations of the Subdivision Ordinance deemed appropriate to achieve the purposes described herein.

BE IT FURTHER RESOLVED THAT the Planning Commission shall hold a public hearing on the subdivision text amendment proposed by this resolution of intent, and make its recommendation to the Board of Supervisors, at the earliest possible date.

ATTACHMENT 3

TOWER AND GROUND SPACE LEASE

This lease is made and entered into the _____ day of 2009, by and between the COUNTY OF ALBEMARLE, a political subdivision of the Commonwealth of Virginia, whose principal address is 401 McIntire Road, Charlottesville, Virginia 22902-4596, hereinafter referred to as "Lessor," and Charlottesville Cellular Partnership, a Washington, D.C. general partnership with its principal place of business at 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Lessee."

WITNESS:

WHEREAS, the Lessor and Lessee were parties to a Tower and Ground Space Lease from July 1, 1996 to July 1, 2001 (the "Original Lease") and an Addendum to the Original Lease for the term of July 1, 2001 to July 1, 2006 (the "Addendum"), and desire to enter into a new tower and ground space lease.

WHEREAS, the Lessor is the owner of certain real property in the Buck's Elbow area of Albemarle County which has an existing communications tower erected on it and existing communications equipment owned by Lessee; and

WHEREAS, the Lessee desires to lease a portion of the property, including some space on the tower.

NOW THEREFORE, in consideration of the mutual promises, conditions and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Property. The Lessor is the owner of certain property, hereinafter referred to as the "Property," located in the County of Albemarle, State of Virginia, identified as the "Tower Site" on Exhibit A, which is attached hereto and incorporated herein by reference. Lessor also is the owner of a 120 foot telecommunications tower, hereinafter referred to as the "Tower," which is located on the Property. The portion of the Property that has been used by Lessee for its telecommunications facility, hereinafter referred to as the "Site," is depicted on Exhibit A, which is attached hereto and incorporated herein by reference. The demised premises referred to in Section 2 are located within the Site.

2. Demise of Premises. Lessor hereby lets and demises unto Lessee, and Lessee hereby receives and accepts from Lessor, the following described Premises:

"Tower Space": Attachment locations on the Tower located on the Site for the placement and affixing of: two (2) approximately 6' panel antennas, 1 Rad Center approximately 90' above ground level, two (2) approximately 4' panel antennas, 1 Rad Center approximately 100' above ground level and lines (1-5/8" coaxial cable), and attachment locations for the placement and affixing of up to two (2) ten foot microwave dishes, 1 Rad Center approximately 70' above ground level and lines (1-5/8" coaxial cable), and additional attachment locations on the Tower as authorized by the Lessor in writing.

"Ground Space": 240 square feet of ground space at the Site, adjacent to the base of the Tower for the placement of a radio station concrete equipment shelter ("Lessee's Building") approximately 20' X 12', one generator, one fuel tank and a line bridge structure.

"Access Easement": A nonexclusive easement over the Site, measuring approximately 99 feet in width and 98 feet in length for ingress and egress extending across the Property, which easement shall be for the purposes described herein.

"Utility Easement": An easement for utility lines and related appurtenances extending between the Site and suitable utility company service points.

The Tower Space, Ground Space, Access Easement and Utility Easement are collectively referred to hereinafter as the "Premises," and each shall be located on the Site as shown on Exhibit A.

3. Use of the Premises. Lessee shall be entitled, at Lessee's sole expense, to use and occupy the Premises for the commercial purpose of affixing, installing, operating and/or maintaining four cellular antennas and two microwave antennas on the Tower Space, an access road on the Access Easement, an equipment building on the Ground Space, and a security fence around the perimeter of the Premises, together with all necessary lines, anchors, connections, conduits, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage, as shown on Exhibit A.

4. Term. The term of this Lease shall be five (5) years, commencing on July 1, 2008 and expiring on June 30, 2013 (the "Original Term").

5. Extensions of Term. The parties acknowledge that it is their intent to extend the lease for two (2) additional, five (5) year terms upon the following conditions:

- (a) The conditions and provisions contained in this lease will be the basis for any lease amendment executed for a renewal term, except for the rental terms in Section 7.
- (b) The annual rent and annual percentage increase in rent for each renewal term will be determined by the parties prior to the renewal term to reflect then existing market conditions (fair market value). Fair market value will be determined by a third-party appraiser to be mutually agreed upon by the parties.
- (c) Written notice of intent to renew must be provided by Lessee to Lessor no later than ninety (90) days prior to the expiration of the current term.
- (d) Notwithstanding the provisions of this section, neither party is bound to accept a renewal term.
- (e) Neither the original nor any renewal term of this Lease shall be established without the express written consent of the Lessor.

All references in this Lease to the "term" of this Lease shall be deemed to include the original term hereof and any and all extensions thereof pursuant to this Section.

6. Option to Terminate. Lessee shall have the unilateral right to terminate this Lease at any time by giving written notice to Lessor of Lessee's exercise of this option and paying Lessor the amount of Twenty-Four Thousand, One Hundred and Eighty-Nine Dollars and (\$24,189.00) as liquidated damages. These liquidated damages are for Lessor's damages resulting from the termination of the Lease only, and by Lessor's acceptance thereof, Lessor does not waive any right or remedy it may have against Lessee arising from any default by Lessee as described in Section 16 of the Lease, from any damage caused by Lessee to the Property or any improvements thereon, or from Lessee's failure to remove its property and/or restore the property if requested to do so by Lessor, as provided in Section 24.

7. Rent.

7.1. Original Term Rent. Rent for Year One of the Original Term, beginning July 1, 2008 and ending June 30, 2009, shall be Twenty-Four Thousand, One Hundred and Eighty-Nine Dollars

(\$24,189.00). In Years Two, Three, Four and Five, rent shall increase annually by three (3) percent, as shown below:

Year 2: \$24,915
Year 3: \$25,662
Year 4: \$26,432
Year 5: \$27,225

7.2. Retroactive Rent. Rent for the period of July 1, 2006 to June 30, 2008 shall be as follows: \$22,800 for the term July 1, 2006 to June 30, 2007, and \$23,484 for the term July 1, 2007 to June 30, 2008. The parties agree that Lessee shall remit to Lessor Twenty-Nine Thousand, Nine Hundred and Thirty-Five Dollars and Seventy-One Cents (\$29,935.71) within ten (10) days of executing this Lease, which is the difference between the rent paid by Lessee for the 2006-07 and 2007-08 lease years (\$16,348.29) and the rent established by this Section.

7.3. Submission of Rent. Rent for Year One in the amount of \$24,189 shall be due within ten (10) days of executing this Lease. Rent for Years Two through Five shall be due annually on the first day of each Lease year (July 1). Payment shall be made to the County of Albemarle, Department of Finance, 401 McIntire Road, Charlottesville, Virginia 22902-4596, and the payment shall identify that it is for the Buck's Elbow Tower and Ground Space Lease, and state the date of this Lease.

7.4. Rent for Additional Microwave Dish. In the event that Lessee adds an additional ten-foot microwave dish to the Tower for a total of two (2) ten-foot microwave dishes on the Tower, the following rent will be charged as additional rent to be paid the Lessor beyond the rent payments described in Section 7.1. Such additional rent for the additional microwave dish shall be calculated and paid as follows:

7.4.1. Rent for the additional microwave dish shall be calculated by taking the amount of \$700 per month, which is the rental value that would have been charged for the period of July 1, 2006 to June 30, 2007, and applying an annual three (3) percent increase for each contract year since June 30, 2007. The annual rent due for the additional dish shall be paid as follows, minus any proration based on the number of months remaining in the contract year at the time of antenna installation:

Year 1: \$8652
Year 2: \$8912
Year 3: \$9179
Year 4: \$9454
Year 5: \$9738

8. Maintenance.

8.1. Maintenance of the Tower. Lessor shall, at Lessor's expense, keep the Tower in good condition and repair, and include the Tower in a regular regime of inspection and maintenance. In the event that the condition of the Tower is such that Lessee is unable to transmit, receive, encrypt and translate voice and data signals by means or radio frequency energy and landline carriage from the Site, and such condition is the result of Lessor's failure to keep the Tower in good condition and repair, Lessor shall, upon receipt of notice from Lessee of such inability, promptly make necessary repairs to restore Lessee's ability to provide such services. In the alternative, Lessor may authorize Lessee to make such necessary repairs by written agreement which shall, among other things, specify the work to be performed and the cost therefor. Notwithstanding the foregoing, Lessee may effectuate emergency repairs to the Tower with the prior authorization of Lessor, who shall reimburse Lessee for the reasonable cost for such repairs. Lessor shall not unreasonably withhold such prior authorization.

8.2. Maintenance and Replacement of Equipment. Lessee shall keep all of its antennas, lines, anchors, connections, conduits, devices, and other equipment located on the Tower in good

condition and repair. All trash and unwanted debris shall be properly disposed of and removed from the premises. Lessee may maintain and repair any lines, anchors, connections, devices or equipment without prior consent of the Lessor.

Lessee shall not add any antennas to the Tower, or relocate its antennas, without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee shall not add or relocate any antennas, lines, anchors, connections, devices or equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. In addition, prior to replacing any currently existing equipment or antennas with new or modified equipment, Lessee shall conduct a structural analysis of the tower, at its sole expense, to ensure that any newly placed equipment will not impair the structural integrity of the tower and provide a copy of the structural analysis report to Lessor. Lessee shall submit to Lessor the names and proposals of three (3) contractors qualified to perform that work for selection by Lessor.

9. Aviation Hazard Marking. Lessor shall, at Lessor's sole cost and expense, comply at all times with the Tower marking, lighting, recording and notification requirements of the Federal Communications Commission and the Federal Aviation Administration.

10. Utilities. Lessor shall cooperate with Lessee in any efforts made by Lessee to obtain utility services at the Site for Lessee's intended use. Lessee shall be responsible for the separate metering, billing, and payment of its utility consumption by its operation.

11. Taxes. Lessee shall pay all personal property taxes levied against Lessee's Building and Lessee's base station equipment. Lessor shall claim any exemption from real and personal property taxes to which Lessor is entitled.

12. Compliance with Laws. Lessee, shall, at Lessee's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Premises and Lessee's operations thereupon.

13. Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of Lessee, its officers, employees and agents. Nothing in this Section shall require Lessee to indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of Lessor its officers, employees and agents.

14. Insurance. Lessee shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of not less than One Million Dollars covering Lessee's work and operations upon the Property. Lessee shall name the "County of Albemarle, its officers, agents, employees and volunteers" as additional insureds and, within five days of the execution of this Lease, shall provide to Lessor a certificate of insurance so stating.

15. Interference. Lessee's base station shall be installed and operated in a manner which does not cause interference to the operations of any Protected Users. "Protected User" shall mean any user of the Site and the Tower whose claimed protected operations chronologically predate Lessee's accused offending operations. Lessee agrees to immediately cure any such interference or, if such interference cannot immediately be cured, to temporarily reduce power or cease the offending operations, if so demanded by Lessor on the ground of interference, until a cure at full power is achieved. Lessor covenants to use Lessor's best efforts to protect Lessee from interference caused or potentially caused by subsequent users of changes in use.

16. Default. If Lessor or Lessee fails to comply with any provisions of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of default. The

grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

17. Quiet Enjoyment. Lessor hereby covenants that Lessee shall have quiet and peaceful enjoyment of the Premises throughout the lease term as long as Lessee is not in default hereunder.

18. Title, Access and Authority. Lessor covenants and warrants to Lessee that Lessor presently owns the fee simple interest in and to the Property; that Lessor is duly authorized and empowered to enter into this Lease; and that the person executing this lease on behalf of the Lessor warrants himself to be duly authorized to bind the Lessor hereto.

19. Assignment of Lessee's Interest. Lessee's interest under this Lease may be freely assigned in connection with the transfer of the Federal Communications Commission authorization to operate a cellular common carrier mobile radio telephone communications system, so that the name and identity of the holder of Lessee's interest hereunder can be consistent with the name and identity of the holder of said Federal Communications Commission authorization. Any other assignment of this Lease by Lessee shall require Lessor's prior written consent, which consent shall not be unreasonably withheld.

20. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, sorted, handled, or disposed of any hazardous waste or hazardous substances upon the Premises, and that Lessor has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon.

21. Subordination. Lessee agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall inure to Lessee the right to possession of the Premises and other rights granted to Lessee herein so long as Lessee is not in default beyond any applicable grace or cure period, such assurance to be in a form reasonably satisfactory to Lessee.

22. Notices. Any notice, demand or communication which Lessor or Lessee shall desire or be required to give pursuant to the provisions of this Lease, shall be sent by registered or certified mail; and the giving of such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, addressed as indicated below, or to such other address as such party may heretofore have designated.

If to Lessor:

Tom Hanson, Director
Charlottesville-U.Va.-Albemarle County Emergency Communications Center
2306 Ivy Road
Charlottesville, VA 22903

If to Lessee:

Charlottesville Cellular Partnership
Attn: Real Estate
8410 West Bryn Mawr Ave., Suite 700
Chicago, Illinois 60631

23. Lessee's Personal Property. All personal property placed upon the Premises by Lessee shall remain the sole and exclusive property of the Lessee, and may be removed by Lessee at any time, including upon the expiration or other termination of this lease or any extension hereof.

24. Upon Expiration of this Lease. Prior to the expiration or other termination of this Lease, Lessee may remove Lessee's building, antennas and lines. Upon thirty days' written notice prior to the expiration or other termination of this Lease, at Lessor's request, Lessee shall (i) remove any or all other personal property placed upon the Premises by Lessee, (ii) request that overhead utility lines and related appurtenances be removed from the utility easement and (iii) restore the Premises to its condition as of the original date of this Lease. In no event shall Lessee remove any improvements made to the Tower. Upon the expiration or other termination of this Lease, all improvements made by the Lessee on the Site shall revert to Lessor and shall be free from any encumbrance at the time of such reversion.

25. Limitation of Lessor's Liability. Lessor shall not be liable to Lessee for any damages whatsoever for any damage to Lessee's property located on the Premises, including but not limited to any equipment of Lessee installed on the Tower, or for any interference with, or any damage, injury, or loss to its operations, caused by fire, flood, wind, rain, snow, hail, ice, lightning, earthquake, or any other force of natural cause, or any accident not caused by and not within the control of the Lessor.

26. Binding Effect. All of the covenants, conditions and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

28. Modifications. This Lease cannot be modified except by a written agreement executed by both parties expressly stating that it seeks to modify this Lease.

COUNTY OF ALBEMARLE, VIRGINIA

Approved as to form:

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

County Attorney

SP 2009-0004 Old Crozet School Arts – Condition of Approval

1. Maximum number of students on-site at any one time attending private school use(s) shall not exceed two hundred, seventy-one (271) students.

AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of March 23, 2009 by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and the OLD CROZET SCHOOL ARTS, a Virginia non-stock corporation, Tenant.

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 Old Crozet School Arts.

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 1 August 2009 (the "Date of Commencement") and shall expire 31 July 2010. 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 \$15,068.55, 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 Old Crozet School Arts.

After the first year of this Lease, the rent for subsequent years of the 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 18.3, 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, and heating services as part of Tenant's rent. Tenant shall exercise reasonable and responsible care to conserve these utilities. The Tenant agrees that the monthly rent stipulated above may be adjusted to reflect any change in the cost to the Landlord of providing those utility services above. The Landlord shall provide the Tenant with prompt notice of any such change, and shall make available evidence of its actual utility costs. Tenant shall provide telephone, janitorial, garbage disposal, snow removal and all other services.

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. Tenant shall have use of the Leased Premises as a private school. No other use of the Leased Premises is permitted without the prior consent of the Landlord.

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. Landlord reserves the nonexclusive right to use the parking lot after 5 p.m. in conjunction with the community use of the Upper Athletic Field.

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. Except as provided in Section 7.1. (c), all such alterations, additions or improvements shall be at the sole expense of the Tenant.

(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. Except as provided in Section 7.1. (c), all such alterations, additions or improvements shall be at the sole expense of the Tenant. 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.

(c) During the first term of the lease, certain costs associated with alterations, additions, or improvements made pursuant to Section 7.1 (a) and Section 7.1 (b) may be deducted from the rent due during that term. With prior approval from the Landlord, documented paid costs for labor or material (excluding costs of donated labor or material) may be deducted. Documentation will consist of the original invoice from a business duly licensed to provide such material or services. The total deductions authorized under the provisions of this section shall not exceed \$11,034.45.

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. Tenant shall keep the Property clean, neat, orderly, presentable and in good repair at all times. Landlord shall deliver the Property to Tenant at the beginning of the term in its present condition. Landlord shall be responsible for all repairs and maintenance for the Leased Premises, except as provided below, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, including, but not limited to, plumbing, heating, electrical, plate glass and

windows. Tenant shall be responsible for routine repairs and maintenance (excluding repairs and maintenance of the building and structural components identified above), except that the Tenant's obligation for such routine repairs and maintenance shall not exceed \$2,500.00 in any one year of the initial or subsequent term(s). 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. Right of Entry. Landlord reserves the right for itself, its agents and employees to enter upon the Leased premises at any reasonable time to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements shall not unreasonably interfere with Tenant's operations. Such right to enter shall also include the right to enter upon the leased premises for the purposes of inspection.

Section 8.3. 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. Liability Insurance of Tenant. Tenant covenants and agrees that it will, at all times during the term of this Lease, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises and the business operated by Tenant and any sub-tenants of Tenant on the Leased Premises in which the limits of public liability for bodily injury and property damage shall not be less than One Million Dollars (\$1,000,000) per accident, combined single limit. The policy shall name Landlord as additional insured. The policy shall provide that the insurance thereunder shall not be cancelled until thirty (30) days after written notice thereof to all named insured.

Section 9.2. 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 9.3. Evidence of Insurance. Copies of policies of insurance (or certificates of the insurers) for insurance required to be maintained by Tenant and Landlord pursuant to Sections 9.1 and 9.2 shall be delivered by Landlord or Tenant, as the case may be, to the other upon the issuance of such insurance and thereafter not less than thirty (30) days prior to the expiration dates thereof.

Section 9.4. Waiver of Subrogation. Tenant hereby releases the Landlord from any and all liability or responsibility to Tenant or anyone claiming through or under it, by way of subrogation or otherwise, from any loss or damage to property caused by any peril insured under Tenant's policies of insurance covering such property (but only to the extent of the insurance proceeds payable under such policies), even if such loss or damage is attributable to the fault or negligence of Landlord, or anyone for whom the Landlord 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 untenable 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 untenable 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
Old Crozet School Arts
260 Deer Crest Heights
Charlottesville, VA 22903

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.

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

TENANT

OLD CROZET SCHOOL ARTS, a Virginia non-stock corporation

By: _____
Print Name: _____
Title: _____

LANDLORD

This Lease is executed on behalf of the County of Albemarle by Robert W. Tucker, Jr., County Executive, following a duly-held public hearing, and pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Print Name: _____
Title: _____

Approved as to form:

Albemarle County Attorney