

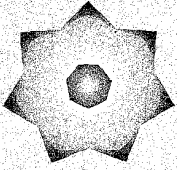
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DEC 19 2003

County of Albemarle
County Executive's Office

12/17/03

Charlottesville



Waldorf School

Larry Davis, Esquire
County Attorney
County of Albemarle
401 McIntire Road, Room 325
Charlottesville, Virginia 22902

re: Charlottesville Waldorf School Lease Amendment

Dear Mr. Davis:

As you know, the Charlottesville Waldorf School ("CWS") leases the old Crozet elementary school from the County. The lease currently expires July 2005, although it has a holdover option for a month-to-month lease at double the rent. This is to request that the County agree to a Lease Amendment.

After years of not having a permanent home, CWS has purchased property on Rio Road and has begun a capital campaign to raise funds to build a new school. We intend to be in the new school by July 2005; however, we recognize that fundraising and construction may delay us beyond that point. To avoid the disaster, expense, and uncertainty of not having a physical place in which to hold school, we propose that the County and CWS enter into the attached Lease Amendment.

We believe that CWS has been a good tenant for the County. We also recognize that some County residents look forward to having the old Crozet elementary school building put to public use, but we have been given to understand that no plans have been made nor funds budgeted for any such public use. Thus, we view the proposed Lease Amendment as a positive step for both CWS and the County, providing security for the school and income for the County.

We have attached the proposed Lease Amendment for your review. We look forward to the opportunity to meet with you to discuss the Lease Amendment and will call you to set up a meeting after the holidays. In the interim, please feel free to call me with any response or comments that you may have.

Sincerely yours,

Nancy Regan
Administrator

LEASE AMENDMENT

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

WHEREAS, Landlord and Tenant entered into a Lease Agreement (the "Lease Agreement") with a date of July 15, 1999 for the lease of the Old Crozet Elementary School; and

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

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

In addition to the Option to Renew set forth in Paragraph 1.5 of the Lease Agreement, Tenant shall have the option to renew the Lease for two (2) terms of six (6) months each. Tenant shall exercise this option to renew by providing written notice in accordance with Section 16.1 of the Lease Agreement on or before January 1, 2005. The renewal term shall be on the same terms and conditions of the Lease, except as expressly agreed to by the parties. The rent to be paid by Tenant during the renewal term(s) shall be calculated according to Section 1.7 of the Lease Agreement.

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