

**ACTIONS**  
**Board of Supervisors Meeting of February 18, 2026**

February 19, 2026

<b>AGENDA ITEM/ACTION</b>	<b>ASSIGNMENT</b>	<b>VIDEO</b>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> <li>The meeting was called to order at 3:00 p.m. by the Chair, Mr. Gallaway. All BOS members were present. Also present were Jeff Richardson, Andy Herrick, Claudette Borgersen, and Travis Morris.</li> </ul>		
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>ADOPTED</b> final agenda.</li> </ul>		
<p>5. Brief Announcements by Board Members.</p> <p><u>Sally Duncan:</u></p> <ul style="list-style-type: none"> <li>Remarked that she had attended the walkout at Albemarle High School the previous Friday.</li> </ul> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>Commented that she would continue to bring up snow removal from sidewalks and pointed out that many sidewalks remained covered with ice, and children were walking in the road.</li> <li>Mentioned that on February 17, 2026, the third of four Scholar Studio Advisory Committee was held at the workspace at Center One.</li> </ul> <p><u>Mike Pruitt:</u></p> <ul style="list-style-type: none"> <li>Highlight advocacy that had taken place in Scottsville the previous week regarding community pharmacies and highlighted the progress being made with the federal government on these issues.</li> <li>Reminded the community that the next voting opportunity was on April 21, 2026, with early voting happening prior. He said it was for a single ballot measure to consider a temporary pause on the current redistricting process.</li> </ul> <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> <li>Commented that she attended the Albemarle County Spelling Bee for elementary and middle school students.</li> <li>Remarked that the Fire and Rescue Foundation was up and running, and they were actively working on funding projects that would assist the career staff of the fire department.</li> <li>Stated that on February 10, 2026, at the request of school staff, she conducted a tour of Stony Point Elementary School to assess the need for renovations.</li> <li>Mentioned that on February 11, 2026, she and Mayor Wade welcomed the Chesapeake Gateways Network which was held at the Dairy Market.</li> <li>Commented that on February 9, 2026, she was in Richmond lobbying for HB821, which is related to photo speed cameras. She said it did not make it out of committee, but there was another bill under consideration.</li> </ul> <p><u>Fred Missel:</u></p> <ul style="list-style-type: none"> <li>Announced that March was National Senior Nutrition Month and that Jefferson Area Board for Aging (JABA) provided free meals and community center membership to people over 60. He added that March 3, 2026, was National Caregiver Day, and JABA offered two caregiver support groups open to the public monthly.</li> </ul> <p><u>Ned Gallaway:</u></p>		<a href="#">Link to Video</a>

<ul style="list-style-type: none"> <li>Said he joined Ms. LaPisto-Kirtley in attending the spelling bee.</li> <li>Express his appreciation for the Albemarle County Police Department for responding to situations in the community, regardless of the circumstances, and that their primary focus was to protect and serve.</li> </ul>		
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> <li>There were none.</li> </ul>		
<p>8.2 Fiscal Year 2026 Appropriations.</p> <ul style="list-style-type: none"> <li><b>ADOPTED</b> resolution approving appropriation #2026030 for County government projects and programs.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget and County Attorney's office. (Attachment 1)</p>	
<p>8.3 Quarterly Tax Refund Approval Request.</p> <ul style="list-style-type: none"> <li><b>ADOPTED</b> resolution to approve the refund request and authorize the Department of Finance and Budget to initiate the refund payment.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget, and County Attorney's office. (Attachment 2)</p>	
<p>8.4 Schedule a Public Hearing for Conveyance of Utility Easements on County-Owned Parcel Tax Map Parcel 06200-00-002C0 as Proposed with SUB-2025-00176.</p> <ul style="list-style-type: none"> <li><b>AUTHORIZED</b> a public hearing to consider the conveyance of utility easements to ACSA on Parcel 62-2C.</li> </ul>	<p><u>Clerk:</u> Schedule on future agenda and advertise in the Daily Progress when ready.</p> <p><u>Community Development:</u> Notify Clerk when ready.</p>	
<p>8.5 Rivanna River Bicycle and Pedestrian Crossing Planning Study – BUILD Application.</p> <ul style="list-style-type: none"> <li><b>SUPPORTED</b> the CA-MPO's FY26 BUILD Grant Program application for the preliminary engineering phase of the Rivanna River Bike/Ped Bridge by <b>AUTHORIZING</b> the Chair of the Board of Supervisors to sign the letter of support.</li> </ul>	<p><u>Clerk:</u> Format letter for Chair's signature.</p>	
<p>8.6 SE202500027 2010A Milton Road Homestay. (Scottsville Magisterial District)</p> <ul style="list-style-type: none"> <li><b>ADOPTED</b> resolution to approve the special exception.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 3)</p>	
<p>8.7 SE202500035 2924 Earlysville Road Homestay. (Rio Magisterial District)</p> <ul style="list-style-type: none"> <li><b>ADOPTED</b> resolution to approve the special exception.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 4)</p>	
<p>9. <b>Presentation:</b> Three Notched Trail Master Plan Project Update.</p> <ul style="list-style-type: none"> <li><b>RECEIVED.</b></li> </ul>		
<p>10. <b>Presentation:</b> Introduction to the Bond Issuance Process.</p> <ul style="list-style-type: none"> <li><b>RECEIVED.</b></li> </ul>		
<p>11. Closed Meeting.</p> <ul style="list-style-type: none"> <li>At 4:29 p.m., the Board went into Closed meeting pursuant to section 2.2-3711(A) of the Code of Virginia:</li> <li>under subsection (6) to discuss and consider the investment of public funds related to possible agreement(s) with AstraZeneca LP and the Virginia Department of Transportation, where bargaining is involved and where, if made public initially, would adversely affect the financial interest of the County;</li> <li>under subsection (8), to consult with legal counsel regarding specific legal matters (including possible agreement(s) with AstraZeneca LP and the Virginia Department of</li> </ul>		

<p>Transportation) requiring the provision of legal advice by such counsel; and</p> <ul style="list-style-type: none"> <li>• under subsection (29), to discuss the negotiation of public contract(s) with AstraZeneca LP, involving the expenditure of public funds, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the County and the Board.</li> </ul>		
<p>12. Certify Closed Meeting.</p> <ul style="list-style-type: none"> <li>• At 6:02 p.m., the Board reconvened into an open meeting and certified the closed meeting.</li> </ul>		
<p>13. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> <li>• There were none.</li> </ul>		
<p>14. Public Comment on: Matters Previously Considered or Currently Pending Before the Board (Other than Scheduled Public Hearings). <u>The following individuals spoke regarding Immigration and Customs Enforcement (ICE) activities and transparency:</u></p> <ul style="list-style-type: none"> <li>• Alicia Lenahan</li> <li>• Susan McCulley</li> <li>• <u>Rebecca Brown</u>, resident of the Rio District, spoke regarding the hiring search for the Director of Community Development and the need for refinement of the current housing assistance infrastructure.</li> </ul>		
<p>15. <b><u>Pb. Hrg.: Public Hearing for Walnut Creek Park Appalachian Power Utility Easement.</u></b></p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>ADOPTED</b> resolution approving conveyance of the utility easement.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Parks and Rec, and County Attorney's office. (Attachment 5)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executed easement. (Attachment 6)</p>	
<p>16. <b><u>Pb. Hrg.: Utility Easements across County-Owned Parcel 09100-00-00-002E0.</u></b></p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>ADOPTED</b> resolution approving the easements and licensed use and authorizing the County Executive to sign the agreements.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services (FES), and County Attorney's office. (Attachment 7)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executed Easements and Agreements. (Attachments 8,9, and 10)</p>	
<p>17. <b><u>Pb. Hrg.: HEARR Lease - Yancey Community Center.</u></b></p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>ADOPTED</b> resolution to authorize the County Executive to sign a proposed lease agreement.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services and County Attorney's office. (Attachment 11)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executed Lease. (Attachment 12)</p>	
<p>18. <b><u>Pb. Hrg.: Public Hearing for Conveyance of Utility Easements on Colonnade Drive (SUB-2025-00215).</u></b></p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, <b>ADOPTED</b> resolution to authorize conveyance of the easements.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 13)</p> <p><u>County Attorney:</u> Provide Clerk with copy of conveyed easement. (Attachment 14)</p>	
<p>Closed Meeting.</p>		

<ul style="list-style-type: none"> <li>• At 6:36 p.m., the Board went into Closed meeting pursuant to section 2.2-3711(A) of the Code of Virginia:</li> <li>• under subsection (6) to discuss and consider the investment of public funds related to possible agreement(s) with AstraZeneca LP and the Virginia Department of Transportation, where bargaining is involved and where, if made public initially, would adversely affect the financial interest of the County;</li> <li>• under subsection (8), to consult with legal counsel regarding specific legal matters (including possible agreement(s) with AstraZeneca LP and the Virginia Department of Transportation) requiring the provision of legal advice by such counsel; and</li> <li>• under subsection (29), to discuss the negotiation of public contract(s) with AstraZeneca LP, involving the expenditure of public funds, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the County and the Board.</li> </ul>		
<p>Certify Closed Meeting.</p> <ul style="list-style-type: none"> <li>• At 7:02 p.m., the Board reconvened into an open meeting and certified the closed meeting.</li> </ul>		
<p><b>Non-Agenda.</b> AstraZeneca Resolution.</p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, the Board <b>ADOPTED</b> resolution.</li> </ul>	<p><u>Clerk:</u> Forward copy of signed resolution to Economic Development office and County Attorney's office. (Attachment 15)</p>	
<p>19. From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>• Mentioned that the Crozet Community Advisory Committee met the previous Wednesday, where they discussed topics for the year and focused on the high-priority goal of the Crozet Master Plan, including a plan aimed to inventory the existing naturally occurring affordable housing (NOAAs) in the Crozet growth area.</li> <li>• Commented that Solid Waste Alternatives Advisory Committee (SWAAC) received a presentation on the bottle bill recycling programs across the country highlighting various methods to reduce the waste stream and benefit industries using aluminum and steel.</li> </ul> <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> <li>• Said that at the SWAAC (Solid Waste Alternatives Advisory Committee) meeting it was decided to forward a proposal to the Board to change the charter. She said instead of having two supervisors on the committee, it would be one supervisor.</li> <li>• Agreed with Ms. Mallek that there was a lot of interest in exploring County-wide or at least urban area initiatives related to recycling.</li> <li>• Commented that the previous day, the EDA toured the CvilleBioHub research facility.</li> <li>• Announced that the EDA had been awarded a \$25,000 planning grant for the first year and an additional \$25,000 for the second year to further develop the food industry in their area.</li> <li>• Mentioned that the Rio 29 Community Advisory</li> </ul>		

<p>Committee (CAC) meeting was about North Point.</p> <ul style="list-style-type: none"> <li>Announced that the airport was hosting an event at Research Park on February 27, 2026, from 11:00 to 12:30 and advance registration was required.</li> <li>Announced the <i>Tourism for All</i> conference scheduled from 8:00 to 3:00 at the Hillsdale Conference Center on February 24, 2026.</li> </ul> <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> <li>Commented that the <i>State of Community</i> had been rescheduled due to the recent snow event and would take place on Friday, February 20, 2026, at 7:30 a.m. He said the event was the focus of the recent meeting of the Charlottesville Chamber of Commerce Public Policy Committee, which was responsible for hosting.</li> <li>Announced that on March 25, 2026, the Regional Housing Partnership would be holding their quarterly meeting, and Dr. Benjamin Preis of the National Housing Crisis Task Force would be presenting.</li> <li>Commented that he would be attending the NACo Legislative Conference in Washington DC.</li> <li>Presented a letter related to the ICE topic. He requested that the Board take action to authorize him to sign and deliver the letter to federal representatives at the NACo conference. <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>AUTHORIZE</b> the chair to sign and deliver the letter to federal representatives.</li> </ul> </li> </ul>	<p>(Attachment 16)</p>	
<p>20. Adjourn to February 25, 2026, 12:00 p.m., Room 241.</p> <ul style="list-style-type: none"> <li>The meeting was adjourned at 7:34 p.m.</li> </ul>		

ckb/tom

- Attachment 1 – Resolution to Approve Additional FY 2026 Appropriation
- Attachment 2 – Resolution Requesting Tax Refund
- Attachment 3 – Resolution to Approve SE2025-00027 2010A Milton Road Homestay
- Attachment 4 – Resolution to Approve SE2025-00035 2924 Earlysville Road Homestay
- Attachment 5 – Resolution Approving Conveyance of a Utility Easement to the APCo. on Tax Parcel 100-35
- Attachment 6 – DRAFT Walnut Creek Park Appalachian Power Utility Easement
- Attachment 7 – Resolution Approving Conveyance of a Utility ESMT to Dominion Energy and a Utility ESMT and License AGMT to Brightspeed of VA Across Parcel 91-2E
- Attachment 8 – Dominion Right of Way Agreement
- Attachment 9 – DRAFT Brightspeed Non-Exclusive Easement Agreement
- Attachment 10 – DRAFT Brightspeed Non-Exclusive License Agreement
- Attachment 11 – Resolution Approving a Lease to Health Equity and Access in Rural Regions at the Yancey Community Center
- Attachment 12 – HEARR Lease - Yancey
- Attachment 13 – Resolution Approving the Conveyance of Easements to the ACSA
- Attachment 14 – Draft Easement
- Attachment 15 – Resolution Authorizing both Development Grant AGMTS and Performance AGMTS with the Albemarle EDA and AstraZeneca LP and Directed Funds AGMT with the VDOT
- Attachment 16 – Letter to Encourage Legislation to Ensure Enforcement and Immigration Initiatives are Constitutionally Implemented.

**RESOLUTION TO APPROVE  
ADDITIONAL FY 2026 APPROPRIATION**

**BE IT RESOLVED** by the Albemarle County Board of Supervisors:

- 1) That the FY 26 Budget is amended to increase it by \$544,060;
- 2) That Appropriation #2026030 is approved;
- 3) That the appropriation referenced in Paragraph #2, above, is subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2026.

**RESOLUTION  
REQUESTING TAX REFUND**

**WHEREAS**, Virginia Code § 58.1-3981 requires that erroneous tax assessments be corrected and that a refund, with interest as applicable, be paid back to the taxpayer; and

**WHEREAS**, Tax refunds resulting from erroneous assessment that exceed \$10,000 must be approved by the Board of Supervisors, after being certified by the Chief Financial Officer and the County Attorney.

**NOW, THEREFORE, BE IT RESOLVED** that a refund in the amount of \$41,535.24 has been reviewed and certified due to a real estate assessment change and this refund shall be remitted to March Mountain Properties LLC to conform with Virginia Code § 58.1-3981.

**RESOLUTION TO APPROVE SE2025-00027  
2010A MILTON ROAD HOMESTAY**

**WHEREAS**, upon consideration of the Memorandum prepared in conjunction with the SE2025-00027 2010A Milton Road Homestay application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the relevant factors in *Albemarle County Code* §§ 18-5.1.48 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that a modified regulation would satisfy the purposes of the Zoning Ordinance to at least an equivalent degree as the specified requirement, and that the requested special exception:

- (i) would not cause adverse impacts to the surrounding neighborhood;
- (ii) would not cause adverse impacts to the public health, safety, or welfare;
- (iii) would be consistent with the Comprehensive Plan and any applicable master or small-area plan(s); and
- (iv) would be consistent in size and scale with the surrounding neighborhood.

**NOW, THEREFORE, BE IT RESOLVED**, that in association with SE2025-00027 2010A Milton Road Homestay, the Albemarle County Board of Supervisors hereby grants a special exception to authorize the use of an accessory structure built on a parcel of less than five acres for a homestay use on Parcel 07900-00-00-04100.

**RESOLUTION TO APPROVE SE2025-00035  
2924 EARLYSVILLE ROAD HOMESTAY**

**WHEREAS**, upon consideration of the Memorandum prepared in conjunction with the SE2025-00035 2924 Earlysville Road Homestay application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the relevant factors in *Albemarle County Code* §§ 18-5.1.48 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that a modified regulation would satisfy the purposes of the Zoning Ordinance to at least an equivalent degree as the specified requirement, and that the requested special exception:

- (i) would not cause adverse impacts to the surrounding neighborhood;
- (ii) would not cause adverse impacts to the public health, safety, or welfare;
- (iii) would be consistent with the Comprehensive Plan and any applicable master or small-area plan(s); and
- (iv) would be consistent in size and scale with the surrounding neighborhood.

**NOW, THEREFORE, BE IT RESOLVED**, that in association with SE2025-00035 2924 Earlysville Road Homestay, the Albemarle County Board of Supervisors hereby grants a special exception to authorize the use of an accessory structure built on a parcel of less than five acres for a homestay use on Parcel 04500-00-00-048B2.

**RESOLUTION APPROVING CONVEYANCE OF A UTILITY EASEMENT TO THE  
APPALACHIAN POWER COMPANY ON TAX PARCEL 10000-00-00-03500**

**WHEREAS**, the Board finds it is in the best interest of the County to approve the conveyance of a utility easement to the Appalachian Power Company across a portion of Parcel 10000-00-00-03500 ("Parcel 100-35"), a part of Walnut Creek Park, for the purpose of providing electrical service to a cell tower located on Parcel 100-35;

**NOW, THEREFORE, BE IT RESOLVED**, that the Albemarle County Board of Supervisors, hereby approves the conveyance of a utility easement to the Appalachian Power Company across a portion of parcel 100-35 for the purpose of providing electrical service to the cell tower located on parcel 100-35, and authorizes the County Executive to execute an easement and any related documents on behalf of the County after such documents are approved as to substance and form by the County Attorney.

GRW 256 - UNDGRD - VA - CORP

Eas. No.

R/W Map No. 38790670C0Line No. Vertical Bridge LineW.O. No. W003836001Job No. 25310040Prop. No. 1

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, herein called "Grantor", and **APPALACHIAN POWER COMPANY**, a Virginia corporation, herein called "Appalachian",

## WITNESSETH:

That for good and valuable consideration from Appalachian, the receipt and sufficiency of which hereby acknowledged, Grantors hereby grant, convey, and warrant to Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in Samuel Miller District, County of Albemarle, Commonwealth of Virginia.

Being a right of way and easement on the property of the Grantors identified as Albemarle County, Tax Parcel No. 100000-00-00-03500 herein after referred to as "premises."

The Easement shall be 20 feet wide, lying 10 feet on each side of the facilities as constructed. The approximate location of said Easement or Easement centerline is depicted on Exhibit A, attached hereto and incorporated herein.

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and appurtenances (hereinafter called "Appalachian's Facilities"), in, on, along, through, across and under the above referred to premises. The right to cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the right of way and easement; the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith. Within the Easement, Grantor shall not: place any buildings, structures, piles of debris, change the level of the ground by excavation or mounding.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns, lessees and tenants.

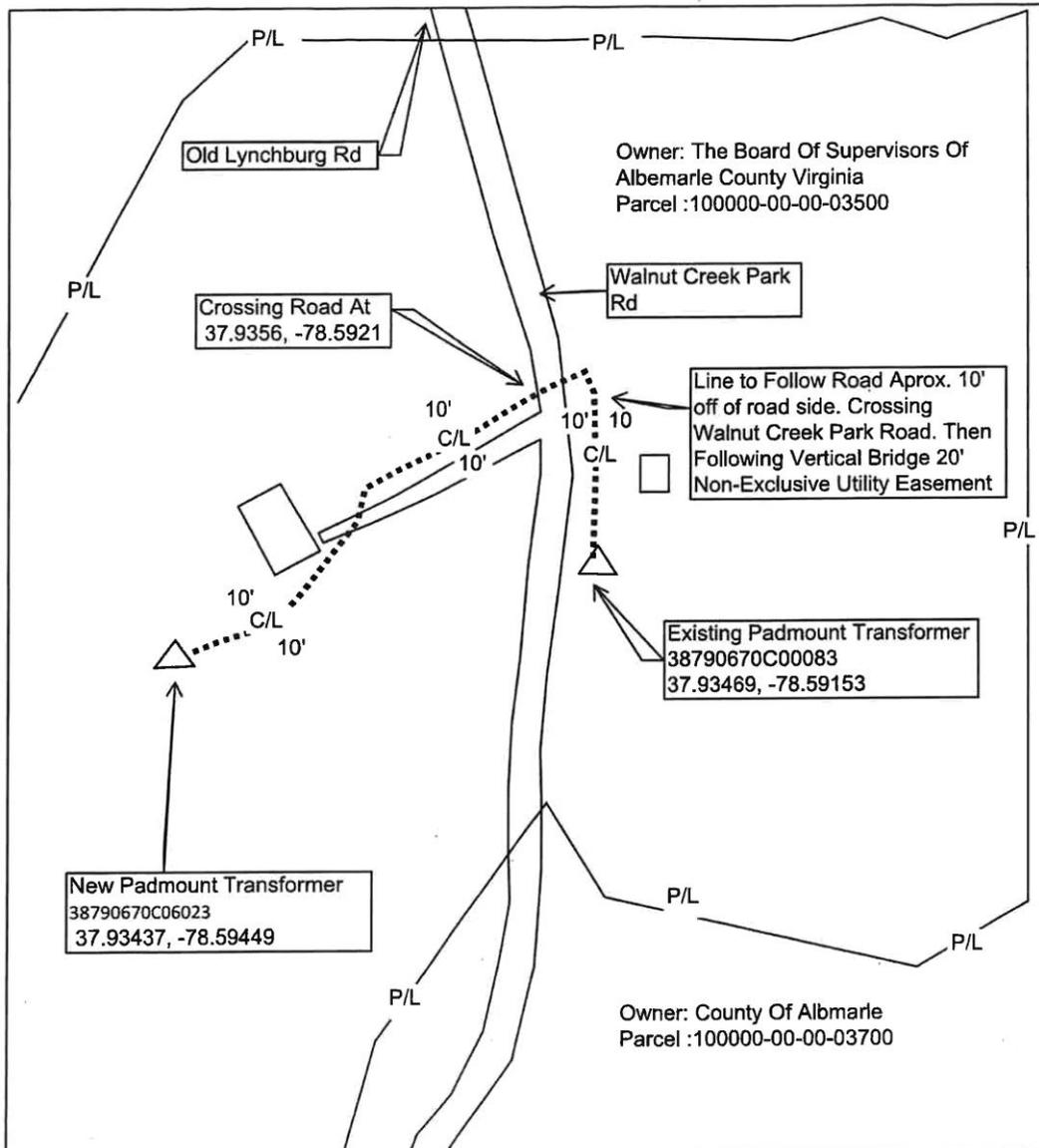
It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO  
APPALACHIAN POWER COMPANY, PO BOX 2021, ROANOKE, VIRGINIA 24022



# "Exhibit A"



<b>PROJECT:</b> Vertical Bridge Development LLC 3750 Walnut Creek Park		<b>CITY, STATE:</b> North Garden, VA		COMPANY: Appalachian Power	
		<b>COUNTY:</b> Albemarle		DESIGNER: Paul Hopkins	
WO# W003836001		<b>TOWNSHIP:</b> Samuel Miller District		EASEMENT CENTERLINE -----C-----C-----	
<b>WR#</b> 88046571	<b>NOT TO SCALE</b>		 Note: This drawing was prepared based on the use of a global positioning system. All depicted GPS coordinates, property lines, span lengths, etc. are approximate.	PROPERTY LINE -----P/L-----P/L-----	
	<b>REVISION</b> 2	<b>DATE</b> 4/28/25		ROAD ROW -----R/W-----	

**RESOLUTION APPROVING CONVEYANCE OF A UTILITY EASEMENT TO DOMINION VIRGINIA ENERGY AND A UTILITY EASEMENT AND LICENSE AGREEMENT TO BRIGHTSPEED OF VIRGINIA ACROSS PARCEL NUMBER 09100-00-00-002E0**

**WHEREAS**, Albemarle County Public Schools (“ACPS”) is developing and constructing the Southern Feeder Pattern Elementary School (the “Project”), adjacent from County-owned Parcel 09100-00-00-002E0 (“Parcel 91-2E”); and

**WHEREAS**, utility easements for Dominion Virginia Energy (“Dominion”) and Brightspeed of Virginia (“Brightspeed”) are needed across a portion of Parcel 91-2E to provide power and phone/internet service to the Project; and

**WHEREAS**, the Board finds that granting a utility easement to Dominion and a non-exclusive utility easement and non-exclusive license to Brightspeed across portions of Parcel 91-2E, is necessary to support the construction and operation of the Project.

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby approves conveying a utility easement to Dominion, and a non-exclusive utility easement and non-exclusive license agreement to Brightspeed, across a portion of Parcel 91-2E, and authorizes the County Executive to sign any documents needed for conveyance of the utility easements and license agreement as proposed, once the County Attorney has approved those documents as to form and substance.



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 25 day of February, 2026, by and between the COUNTY OF ALBEMARLE, VIRGINIA ("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for lighting purposes; including but not limited to the rights:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said exclusive easement shall extend FIFTEEN (15) feet in width across the lands of GRANTOR; and

1.3 to apportion, lease, or license the voice, text, data, internet service, and other communications rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.

2. The easement granted herein shall extend across the lands of GRANTOR situated in ALBEMARLE COUNTY, Virginia, as more fully described on Plat(s) Numbered 81-24-0079, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by GRANTOR, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, 1719 Hydraulic Road, Charlottesville, VA 22901.

Initials: [Signature] \_\_\_\_\_



## Right of Way Agreement

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE**'s exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE**'s rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE**'s exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE**'S right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE**'S obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE**'S stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials:  \_\_\_\_\_

(Page 2 of 4 Pages)  
 DEVID No(s). 81-24-0079  
 Form No. 729483-1 (Dec 2021)  
 © 2025 Dominion Energy

Right of Way Agreement

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that they have been duly authorized to execute this easement on behalf of said County.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

[Signature]  
(Name)  
DEPUTY COUNTY ATTORNEY  
(Title)

ALBEMARLE COUNTY, VIRGINIA  
By: [Signature]  
Title: County Executive

State of Virginia

City  
County of Charlottesville

I, Cheryl L. Skeen, a Notary Public in and for the Commonwealth of Virginia at Large, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid Jeffrey B. Richardson, County Executive on behalf of the County of Albemarle, Virginia whose name is signed to the foregoing writing this 27<sup>th</sup> day of Feb., 2026 and acknowledged the same before me.

Given under my hand February 27, 2026

Cheryl L. Skeen  
Notary Public (Print Name)

Cheryl L. Skeen  
Notary Public (Signature)

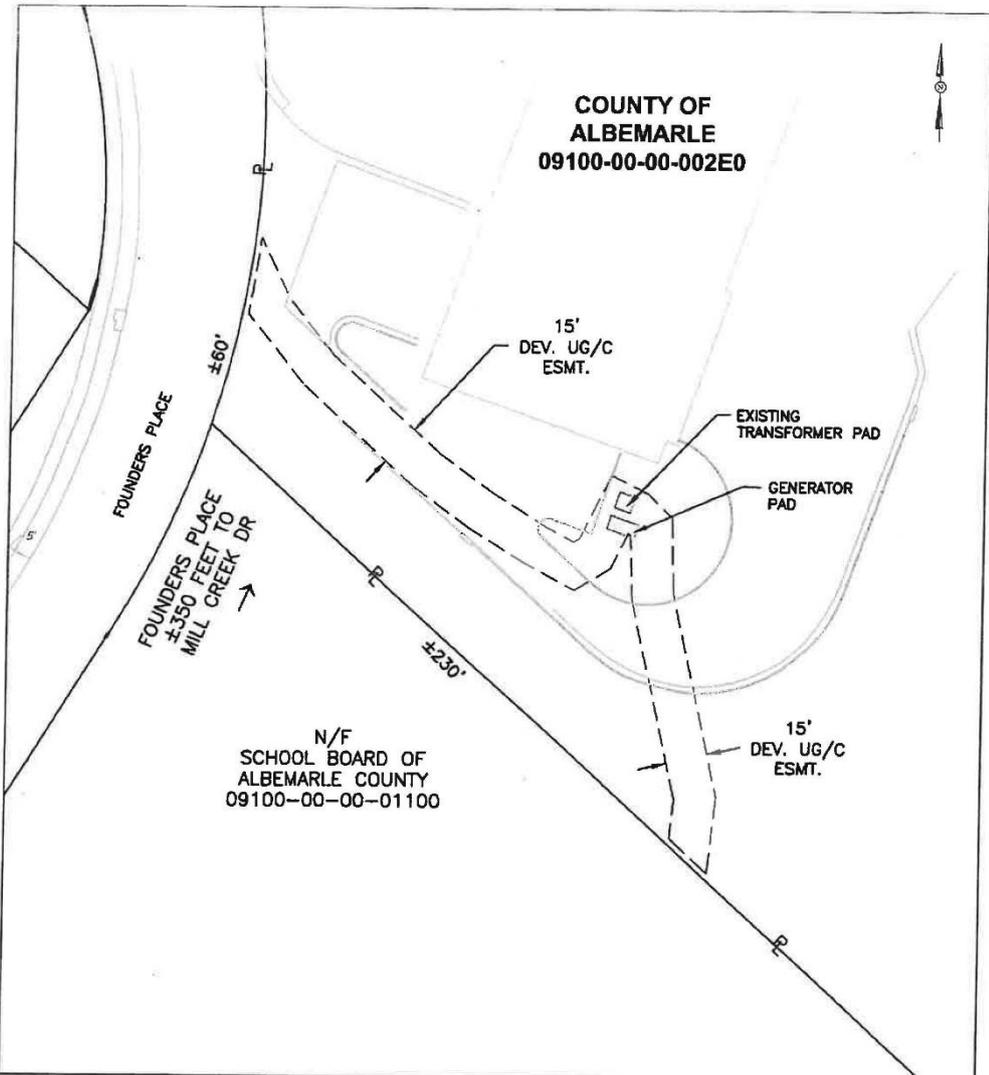
Virginia Notary Reg. No. 7153762

My Commission Expires: Oct. 31, 2027

(Page 3 of 4 Pages )  
DEVID No(s) 81-24-0079



(Notary Seal Here)



<b>LEGEND</b> - - - Location of Right-of-Way Boundary = P = Indicates Property Line is Right-of-Way Boundary *NOTE: The centerline of the facilities in the field determines the centerline of the easement.	Region Western	Local Office Charlottesville	State VA	PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT UG/C VIRGINIA ELECTRIC AND POWER COMPANY doing business as <b>Dominion Energy Virginia</b>
	County-City Albemarle	Grid Number G0023	Scale Not to Scale	
	Work Request No. 10695296	DEVID No. 81-24-0079		
	Date 05/12/2025	By R. Mason		
OWNER INITIALS _____				Page 4 of 4

row\_10695296\_0079.dwg

After recording, please return to:  
Brightspeed  
Right of Way Dept.  
1120 South Tryon Street  
Charlotte, NC 28203

---

Prepared by:  
Todd Stults  
Brightspeed ROW PM

RECORDING INFORMATION ABOVE

**Grantor:** COUNTY OF ALBEMARLE  
**Grantee:** BRIGHTSPEED OF VIRGINIA, LLC  
**Parcel:** 09100-00-00-002E0

EASEMENT AGREEMENT

The undersigned (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **BRIGHTSPEED OF VIRGINIA, LLC**, a limited liability company, its successors, assigns, lessees, licensees, agents and affiliates (“Grantee”), having an address of 1120 South Tryon Street, Charlotte, North Carolina 28203, Attn: Right of Way Dept., a perpetual, non-exclusive easement as shown on Exhibit A as “C/L 15” Brightspeed Easement Hereby Dedicated 1179 SF or 0.041 AC” (“Easement”) to construct, operate, maintain, repair, expand, replace and remove a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the “Facilities”) over, under and across the following property located in the County of Albemarle, in the Commonwealth of Virginia, identified as Parcel Number 09100-00-00-002E0, which Grantor owns ( the “Property”):

SEE THE DESCRIPTION SET FORTH ON EXHIBIT A ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

- (1) The right of ingress and egress over and across Grantor’s lands to and from the Easement; and
- (2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee’s use and enjoyment of the Easement Area as shown on Exhibit A.

Grantor reserves the right to use and enjoy the Property so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Area that will interfere with the Easement or Facilities and will not alter the surface or subsurface of the Property or the ground immediately adjacent to the Easement Area by grading or otherwise excavating, without Grantee's written consent.

(34) Grantee must remove from the Easement Area all trash and other debris resulting from or otherwise accumulating due to establishment, installation, construction, maintenance, use or repair of the Facilities.

Grantor warrants that Grantor is the owner of the Property identified as Parcel Number 09100-00-00-002E0.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Executed by Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**SIGNATURE ON FOLLOWING PAGE**

**GRANTOR:**

**COUNTY OF ALBEMARLE**

By: \_\_\_\_\_  
Jeffrey B. Richardson, County Executive

COMMONWEALTH OF VIRGINIA)

) ss.

CITY OF CHARLOTTESVILLE)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2026,  
by Jeffrey B. Richardson, as County Executive on behalf of the County of  
Albemarle, Virginia.

My commission expires: \_\_\_\_\_  
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

Approved as to Form:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

**EXHIBIT A TO EASEMENT AGREEMENT**

**Legal Description of Easement Tract**

The easement is a strip of land fifteen (15) feet wide shown on the plat named "15' BRIGHTSPEED EASEMENT HEREBY DEDICATED 1779 SF or 0.041 AC" as shown on that certain plat of Timmons Group dated December 8, 2025 and titled "Plat Showing 15' Brightspeed Easement Across The Lands of County Of Albemarle Tax Map Parcel 91-2E Scottsville Magisterial District, Albemarle County, Virginia" recorded immediately prior hereto in the Circuit Court Clerk's Office of the County of Albemarle. ▸

This document was prepared by:  
Albemarle County Attorney  
County of Albemarle  
401 McIntire Road  
Charlottesville, Virginia 22902

Parcel ID Number 09100-00-00-002E0

This instrument is exempt from taxation under *Virginia Code* §§ 58.1-811(A)(3) and/or 58.1-811(C)(4) and from Clerk’s fees under *Virginia Code* § 17.1-266.

**NON-EXCLUSIVE REVOCABLE UTILITY LICENSE**

THIS NON-EXCLUSIVE REVOCABLE LICENSE (the “License”) dated \_\_\_\_\_, 2026, is by and between the COUNTY OF ALBEMARLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County” or “Licensor”) and BRIGHTSPEED OF VIRGINIA, LLC, a limited liability company authorized to transact business in Virginia (hereinafter referred to as “Licensee”).

**WHEREAS**, the County is the fee simple owner Parcel ID Number 09100-00-00-002E0, located in Albemarle County, Virginia.

**WHEREAS**, the County desires to grant to Licensee a non-exclusive revocable license to use certain portions of Parcel ID Number 09100-00-00-002E0, described below as the “Licensed Premises,” for the purposes hereinafter set forth, subject to the terms and conditions set forth in this License.

**WITNESS:**

**NOW, THEREFORE**, for and in consideration of TEN DOLLARS (\$10.00), cash in hand paid and in consideration of the mutual premises stated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Licensee hereby agree as follows:

**1. Grant of License.** Subject to the terms and conditions set forth herein, the County hereby grants to Licensee a non-exclusive revocable license within the Licensed Premises to install, operate, construct, maintain, and repair all necessary cables, wires, conduits, drains, splicing boxes, surface location markers, equipment cabinets and other facilities to include utility service to provide telephone and internet service and other communications to third parties as may be needed. The Licensed Premises consists of those certain areas shown as “C/L 15’ Brightspeed Licensed Use Area (Hatched) Hereby Dedicated 5119 SF or 0.188 AC” on that certain plat of Timmons Group dated December 8, 2025 and titled “Plat Showing 15’ Brightspeed Easement Across The Lands of County Of Albemarle Tax Map Parcel 91-2E Scottsville Magisterial District, Albemarle County, Virginia” attached hereto and recorded herewith in the Circuit Court Clerk’s Office of the County of Albemarle.

**2. Use of Existing Conduits.** As part of the construction of school facilities on a parcel adjoining the County’s property, telephone, internet, and broadband service connections are needed. Licensee may utilize a single 3” existing conduit and underground infrastructure to run the necessary wires and fiber to the existing pedestal on Mill Creek Road. The Licensee is granted a license to access the

existing single 3" conduit in the Licensed Premises in order to provide telephone, internet, broadband and other similar services, at its sole cost and expense ("Improvements").

The conduits within the Licensed Premises and in the Licensed Area will be and remain the property of the County.

**3. Rights of Licensee Associated with Maintaining the Licensed Premises.** Licensee, its agents, employees and contractors may enter the Licensed Premises under the following terms:

A. **Right of Ingress and Egress.** Licensee may enter the Licensed Premises at any time for the purpose of installing, inspecting, and maintaining the wires and fibers they place in the existing conduits in the Licensed Premises, and/or repairing the Licensed Premises and will be solely responsible for inspecting, maintaining, and repairing the Licensed Premises and any wires and fiber in the conduits.

B. **Obligation to Remove Trash and Other Debris.** Licensee must remove from the Licensed Premises all trash and other debris resulting from or otherwise accumulating due to the installation, maintenance, or repair of the Licensed Premises.

**4. Termination.**

A. Either the County or its successors may revoke this License at any time and for any reason by giving sixty (60) days' written notice to the Licensee or its successors of the terminating party's intent to terminate, and this License will automatically terminate without any further action of either party hereto on the date specified in such notice (but not earlier than 60 days after such notice) and may not thereafter be reinstated without the express consent of the County.

B. Within thirty (30) days of the termination of this License or as soon thereafter as practical, if so requested by the County, Licensee must promptly remove, at its sole cost and expense, any Improvements installed by Licensee in the Licensed Premises. If Licensee does not promptly complete such removal, the County may either (i) complete such removal and thereafter the County will be entitled to reimbursement by Licensee for reasonable costs associated therewith, or (ii) accept ownership of any Improvements and thereupon the County will be the sole owner of said Improvements, which will be deemed a part of the real property and improvements comprising Parcel ID Number 09100-00-00-002E0, free and clear of any claims, liens, encumbrances or the like of any party.

**5. Non-Exclusivity; Restrictions.**

A. This License is non-exclusive; provided, however, that the County will not grant any license, right, permission, consent or any interest in land that allows the grantee thereof to occupy or enter the Licensed Premises in a manner inconsistent with the terms of this License.

B. Each party will use reasonable best efforts to ensure that no party interferes with the peaceful enjoyment of the other party in the rightful use of the Licensed Premises.

C. Licensee may use the Licensed Premises and any Improvements only for the purposes set forth in this License and in accordance with this License. The County may enter the Licensed Premises or any Improvements at any time and from time to time for any purpose that is not inconsistent with the terms of this License. Licensee must maintain the Licensed Premises and any Improvements in a neat and orderly fashion at all times, free of refuse and debris and anything that might reasonably pose a hazard or danger to the safety of any person thereupon.

D. No Improvements may be substantially relocated or expanded by Licensee within the Licensed Premises without the County's prior written consent in each instance.

6. **Liability.** The County has no affirmative obligation to maintain the Licensed Premises (or any Improvement(s) thereon). Notwithstanding anything to the contrary set forth herein, the County has no liability or obligation with respect to the Licensed Premises, except as related to the gross negligence or malfeasance of the County.

7. **Liability Insurance.** Licensee must add the County to Licensee's general liability insurance policy as an additional insured with respect to the License granted herein to Licensee. Licensee must maintain at all times general liability insurance coverage reasonably satisfactory to the County that names the County as an additional insured thereon. The County will not be liable to Licensee or Licensee's employees, agents, patrons, visitors, or any other person whomsoever, for any injury to person or damage to property, or for any loss, liability, damages or claims resulting on or about or otherwise arising in connection with the Licensed Premises from the use thereof or of any Improvements by Licensee, its agents, servants or employees, or any other person. Such insurer, by endorsement upon the policy or policies issued by it or by independent instrument furnished to the County, must give the County thirty (30) days' prior written notice of the effective date of any alteration or cancellation of such policy. If such insurance policy does lapse, with or without notice to the County, this License will automatically terminate without any further action of either party hereto and may not thereafter be reinstated without the express consent of the County.

8. **Hold Harmless.** Notwithstanding any other provision in this License, Licensee will protect, defend and save harmless the County from and against any and all liabilities, obligations, losses, claims, damages, demands, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) of any kinds imposed upon, incurred by, or otherwise asserted against the County on account of (a) any loss or damage caused by the Licensee or its agents during construction of the Improvements to the Licensed Premises or Archer Avenue, or (b) any injury to, or death of, any person that may be occasioned by any cause whatsoever pertaining to or otherwise associated with this License or any Improvements, except the gross negligence or malfeasance of the County. The terms of this Section 9 including the Licensee's indemnity obligations hereunder will survive the expiration or termination of this License.

9. **Reimbursement of Costs.** Licensee must reimburse the County for any cost or expenses incurred by the County in maintaining this License or the Licensed Premises, or any Improvements, within thirty (30) working days after receiving a written request from the County for such reimbursement.

10. **Title, Access and Authority.** The County covenants and warrants to Licensee that it presently owns the fee simple interest in and to Parcel ID Number 09100-00-00-002E0, and that the County is duly authorized and empowered to grant this License.

11. **No Dedication.**

A. Licensee certifies, represents and declares that it has no title in or to the Licensed Premises nor to the fee or any portion thereof and has not, does not, and will not in the future claim any such title nor any easement (or other rights except as expressly set forth in this License or any future written agreement with the County) on all or any portion thereof.

B. Notwithstanding any other provision in this License, the License herein granted is not intended to and will not effect or constitute a dedication to the Licensee of the Licensed Premises, and

the rights created hereunder are and will remain for the benefit only of the authorized and permitted persons designated herein, including Licensee.

**12. Governmental and Other Requirements.** Licensee will (a) faithfully observe all applicable laws in the use of the Licensed Premises, (b) bear all costs incurred in the performance of any permitted activities set out herein, and (c) complete all such activities in accordance with, all municipal and county ordinances and codes and all state and federal statutes, rules and regulations, and reasonable rules and regulations established by the County, now in force or which may hereafter be in force.

**13. Miscellaneous Provisions.**

A. Modifications. This Agreement may not be modified, except in a writing signed by the County and Licensee.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting subject matter herein contained.

C. Assignment. Licensee may not assign or allow another party to assume its interest in this License without the prior written approval of the County in each such instance. Permission to any single assignment will not operate as a waiver of such right to approve any subsequent assignment. This License is not appurtenant to and does not run with the Licensed Premises.

D. Successors and Assigns. The covenants, promises, conditions, licenses and agreements contained in this License are binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

E. Governing Law. This License is governed by and construed in accordance with the laws of the Commonwealth of Virginia, principles of conflicts of law notwithstanding.

F. Recordation; Release. In the event of recordation of this License, the County and Licensee agree to deliver upon the termination of this License an executed document or instrument (in form reasonably acceptable to the County and recordable in the in the Clerk's Office of the Circuit Court of Albemarle County, Virginia) acknowledging the termination of this License and that Licensee, for itself, its successor and assigns, expressly relinquishes any and all rights and interest in the Licensed Premises arising under this License, and Licensee expressly authorizes the County to record such document or instrument in the aforesaid Clerk's Office upon receipt of same.

The County, acting by and through its County Executive, duly authorized by the Board of Supervisors of Albemarle County, Virginia, does hereby consent to the terms of this License.

Licensee, acting by and through its duly authorized agent, does hereby consent to the terms of this License.

**SIGNATURES ON FOLLOWING PAGES**

WITNESS the following signatures.

**LICENSOR:**

**COUNTY OF ALBEMARLE, VIRGINIA,**  
a political subdivision of  
the Commonwealth of Virginia,

By: \_\_\_\_\_  
Jeffrey B. Richardson, County Executive

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2026 by Jeffrey B. Richardson, County Executive on behalf of the County of Albemarle, Virginia.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

**LICENSEE:**

**BRIGHTSPEED OF VIRGINIA, LLC**

a limited liability company authorized to transact  
business in Virginia

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

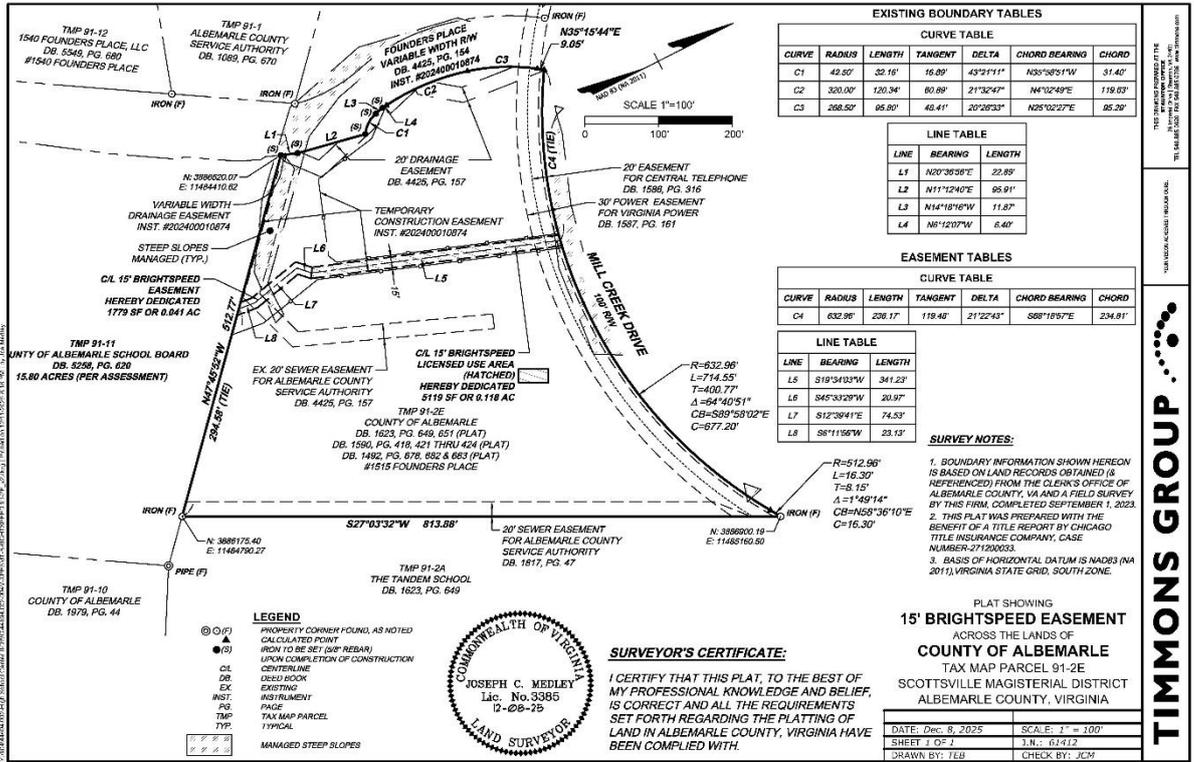
COMMONWEALTH/STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2026 by \_\_\_\_\_, \_\_\_\_\_ (Title) on behalf of Brightspeed of  
Virginia, LLC.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**RESOLUTION APPROVING A LEASE  
TO HEALTH EQUITY AND ACCESS IN RURAL REGIONS  
AT THE YANCEY COMMUNITY CENTER**

**WHEREAS**, the Board finds it is in the best interest of the County to lease a portion of the space at the Yancey School Community Center, located at 7625 Porters Road, Esmont, VA 22937 (Parcel 128A2-00-00-01800), to Health Equity and Access in Rural Regions (HEARR);

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby authorizes the County Executive to execute a Lease to HEARR at the Yancey Community Center, once approved by the County Attorney as to form and substance.

LEASE

THIS LEASE, dated this 1st day of February 2026, is by and between the COUNTY OF ALBEMARLE, VIRGINIA (the "County" or "Owner"), and Health Equity and Access in Rural Regions ("HEARR" or the "Occupant")

ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the covenants herein set forth, the County hereby authorizes HEARR to occupy the premises shown as "Leased Space" on Exhibit A attached hereto and made a part hereof, together with any and all improvements thereon (the "Premises"). Except as otherwise provided herein, HEARR will have exclusive use of Trailer #1 and shared use of the common areas. Upon mutual written agreement of the parties, this Lease may be amended to add additional square footage to the Premises.

ARTICLE II. TITLE: QUIET ENJOYMENT

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

ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease will commence on February 1, 2026 (the "Date of Commencement") and will expire on February 1, 2027. All references to the "term" of this Lease will, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. This Lease will automatically renew for additional 12-month terms unless written notice is given by either the County or the HEARR no later than 60 days prior to the expiration of any term.

ARTICLE IV. RENT

Though the County reserves the right to collect unpaid charges and expenses incurred under this Lease, no rent (other than for utilities and services as provided in Article V) will be charged for HEARR's occupancy of the Premises.

ARTICLE V. UTILITIES AND SERVICES

The County will provide water, sewer, electricity, and heating and cooling services at no expense to HEARR. The County will further provide custodial services to the common areas only, and arrange for the regular collection of a shared dumpster at no expense to HEARR. HEARR will exercise reasonable and responsible care to conserve these services. Rent may be charged or adjusted to reflect any change in the cost to the County of providing the above services. The County will provide HEARR with prompt notice of any such change and will provide evidence of its actual costs. HEARR will provide telephone, custodial services to all office spaces, and will

provide clean-up of shared space(s) when used, and all other services to the Premises.

ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. HEARR may use the Premises only for the office(s) of its Program. No other use of the Premises is permitted without the prior written consent of the County.

Section 6.2. Parking. HEARR will have shared use of parking spaces in the parking lot and an access easement to the Premises. The County reserves the nonexclusive right to use the parking lot.

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

Section 7.1. Installation by HEARR.

(a) HEARR may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements that do not damage or alter the Premises, provided that HEARR has first obtained both (a) the County's written consent and (b) all required governmental permits for such alterations, additions or improvements. All such alterations, additions or improvements will be at the sole expense of HEARR.

Section 7.2. Signs. HEARR may place signs on the interior or exterior of the Premises with the prior written approval of the County.

ARTICLE VIII. MAINTENANCE OF THE PREMISES

Section 8.1. Maintenance. HEARR will keep the Premises clean, neat, orderly, presentable, and in good repair at all times. The County will deliver the Premises to HEARR at the beginning of the term in its present condition. The County will be responsible for all repairs and maintenance for the 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. HEARR will be responsible for routine repairs and maintenance (excluding repairs and maintenance of the building and structural components identified above), except that HEARR's obligation for such routine repairs and maintenance will not exceed \$2,500 in any one year of the initial or subsequent term(s). Notwithstanding the foregoing, HEARR will be responsible for all maintenance and repairs necessitated by the negligence of HEARR, its employees and invitees.

Section 8.2. Right of Entry. The County reserves the right for itself, its agents and employees, to enter upon the Premises at any reasonable time to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements do not unreasonably interfere with HEARR's operations. Such right to enter will also include the right to enter upon the Premises for the purposes of inspection.

Section 8.3. Surrender of the Premises. At the expiration of the occupancy hereby created, HEARR will surrender the Premises and all keys for the Premises to the County and will inform the County of all combinations on locks, safes and vaults, if any, which the County has granted

permission to have left in the Premises. At such time, the Premises will be broom clean and in good condition and repair, commensurate with its age. If HEARR leaves any of its personal property in the Premises, the County, at its option, may remove and store any or all such property at HEARR's expense or may deem the same abandoned and, in such event, the property deemed abandoned will become the property of the County.

#### ARTICLE IX. INSURANCE

Section 9.1. Liability Insurance of HEARR. At all times during the term of this Lease, HEARR must keep in full force and effect a policy of general liability and property damage insurance, Auto Liability – no less than Five hundred thousand(\$500,000)/One Million Dollars(\$1,000,000) per occurrence and renter's insurance with respect to the Premises and the business operated by HEARR and any sub-tenants of HEARR on the Premises. The limits of general liability for bodily injury and property damage must not be less than One Million Dollars (\$1,000,000) per accident, combined single limit. The policy must name the County as an additional insured. The policy will provide that the insurance thereunder may not be cancelled until thirty (30) days after written notice thereof to all named insured.

Section 9.2. Fire and Extended Coverage. During the initial and any renewal term of this Lease, the County will insure and keep insured, for the benefit of the County and its respective successors in interest, the Premises, or any portion thereof then in being. Such policy will 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. The County will name HEARR 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 HEARR and the County pursuant to Sections 9.1 and 9.2 will be delivered by the County or HEARR, 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. The County and HEARR each hereby release 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 will be applicable and in force and effect only with respect to loss or damage occurring during such time as any such release will 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. HEARR must not commit or allow to be committed any waste or any nuisance upon the Premises.

Section 10.2. Governmental Regulations. During the term of this Lease, HEARR must, at HEARR's sole cost and expense, comply with all 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 Premises or HEARR's use and occupancy thereof.

#### ARTICLE XI. FIRE OR OTHER CASUALTY

If the Premises are damaged so as to render two-thirds (2/3) or more of the Premises untenantable by fire or other casualty insured against under the insurance required to be carried by the County pursuant to Section 9.2, the County may elect either to terminate this Lease as of the date of damage or to repair the Premises. Unless the County elects to terminate this Lease, such damage or destruction will in no way annul or void this Lease. 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, HEARR may, as its exclusive remedy, terminate this Lease upon thirty (30) days written notice to the County.

#### ARTICLE XII. CONDEMNATION

If the whole or any part of the Premises is taken under the power of eminent domain, then this Lease will terminate as to the part so taken on the day when HEARR is required to yield possession thereof, and the County will make such repairs and alterations as may be necessary to restore the part not taken to useful condition. If the amount of the Premises so taken substantially impairs the usefulness of the Premises, then either party may terminate this Lease as of the date when HEARR is required to yield possession.

#### ARTICLE XIII. DEFAULT

Section 13.1. Default. The occurrence of any of the following will be deemed a "default" under this Lease:

- (a) HEARR fails to pay when due any amounts due under this Lease, including Articles IV and V, and such payment is not received by the County within ten (10) days after written notice of such failure is received by HEARR; 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 the County.

Section 13.2. Remedies. In the event of any default or breach hereof by HEARR, the County may, in addition to all other rights and remedies provided by law, terminate this Lease or re-enter and take possession of the Premises, peaceably or by force, and remove any property therein without liability for damage to and without obligation to store such property, but may store the same at HEARR's expense, and collect from HEARR any amounts 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 any amount due within five (5) days of its due date, HEARR must pay to the County the greater of Twenty-Five Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each day after the fifth day such amount is late.

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

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

herein specified as far as applicable.

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

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

#### ARTICLE XV. BROKER'S FEES

HEARR and the County hereby warrant that there are no brokerage commissions due in connection with this Lease.

#### ARTICLE XVI. NO ASSIGNMENT

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

#### ARTICLE XVII. SUBORDINATION OF AGREEMENT

This Lease and all rights of HEARR hereunder are and will be subject and subordinate in all respects to (1) any mortgages, deeds of trust and building loan agreements affecting the 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, upon the County's request, HEARR will promptly execute and deliver an instrument in recordable form satisfactory to the County evidencing such subordination. If HEARR fails to execute, acknowledge or deliver any such instrument within ten (10) days after request therefor, HEARR hereby irrevocably constitutes and appoints the County as HEARR's attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver any such instruments on behalf of HEARR. If any such mortgagee or lender requests reasonable modifications to this Lease as a condition of such financing, HEARR may not withhold or delay its consent thereto.

#### ARTICLE XVIII. MISCELLANEOUS

Section 18.1. Waiver. A waiver by either party of any breach of any term, covenant or condition contained herein will 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 any amount hereunder by the County or HEARR, respectively, will not be deemed to be a waiver of any breach by HEARR or the County, 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 amount. No covenant, term, or condition of this Lease will be deemed to have been waived by HEARR or the County 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 the County and HEARR concerning the 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 will be binding upon the County or HEARR unless reduced in writing and signed by them.

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

- (a) The County:  
County of Albemarle  
County Executive's Office  
401 McIntire Road  
Charlottesville, Virginia 22902  
with a copy to:  
County of Albemarle  
Facilities & Environmental Services  
401 McIntire Road  
Charlottesville, Virginia 22902

or at such other address as the County may designate by written notice;

- (b) To HEARR:  
HEARR  
Attention Peggy Scott  
5645 Green Creek Rd  
Schuyler, VA 22969

or at such other address as HEARR may 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 to any extent is held to 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, will not be affected thereby and each term, covenant, or condition of this Lease will be valid and be enforced to the fullest extent permitted by law.

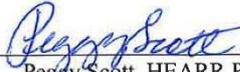
Section 18.6. Governing Law. This Lease will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 18.7. Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will 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.

**OCCUPANT**

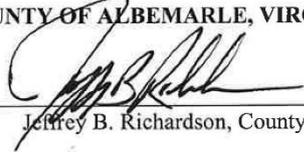
**Health Equity and Access in Rural Areas (HEARR)**

By:  2/20/26  
Peggy Scott, HEARR President

**COUNTY**

This Lease is executed on behalf of the County of Albemarle by Jeffrey B. Richardson, 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:   
Jeffrey B. Richardson, County Executive

Approved as to form:

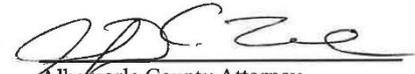
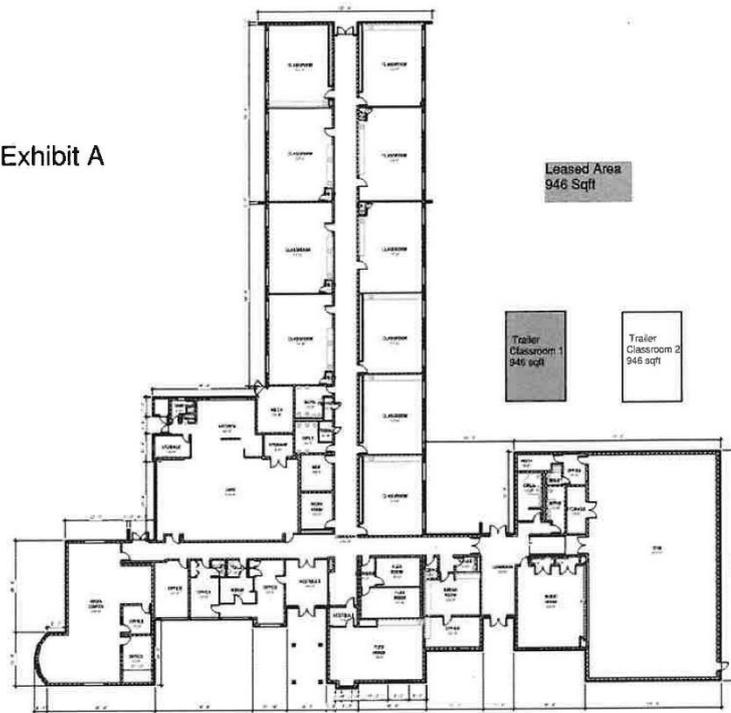
  
Albemarle County Attorney

Exhibit A



**RESOLUTION APPROVING THE CONVEYANCE OF EASEMENTS  
TO THE ALBEMARLE COUNTY SERVICE AUTHORITY**

**WHEREAS**, the Skyline Ridge Apartments were approved with site development plan SDP202400007 on March 12, 2025, for Parcel 06000-00-00-040C8 ("Parcel 60-40C8"); and

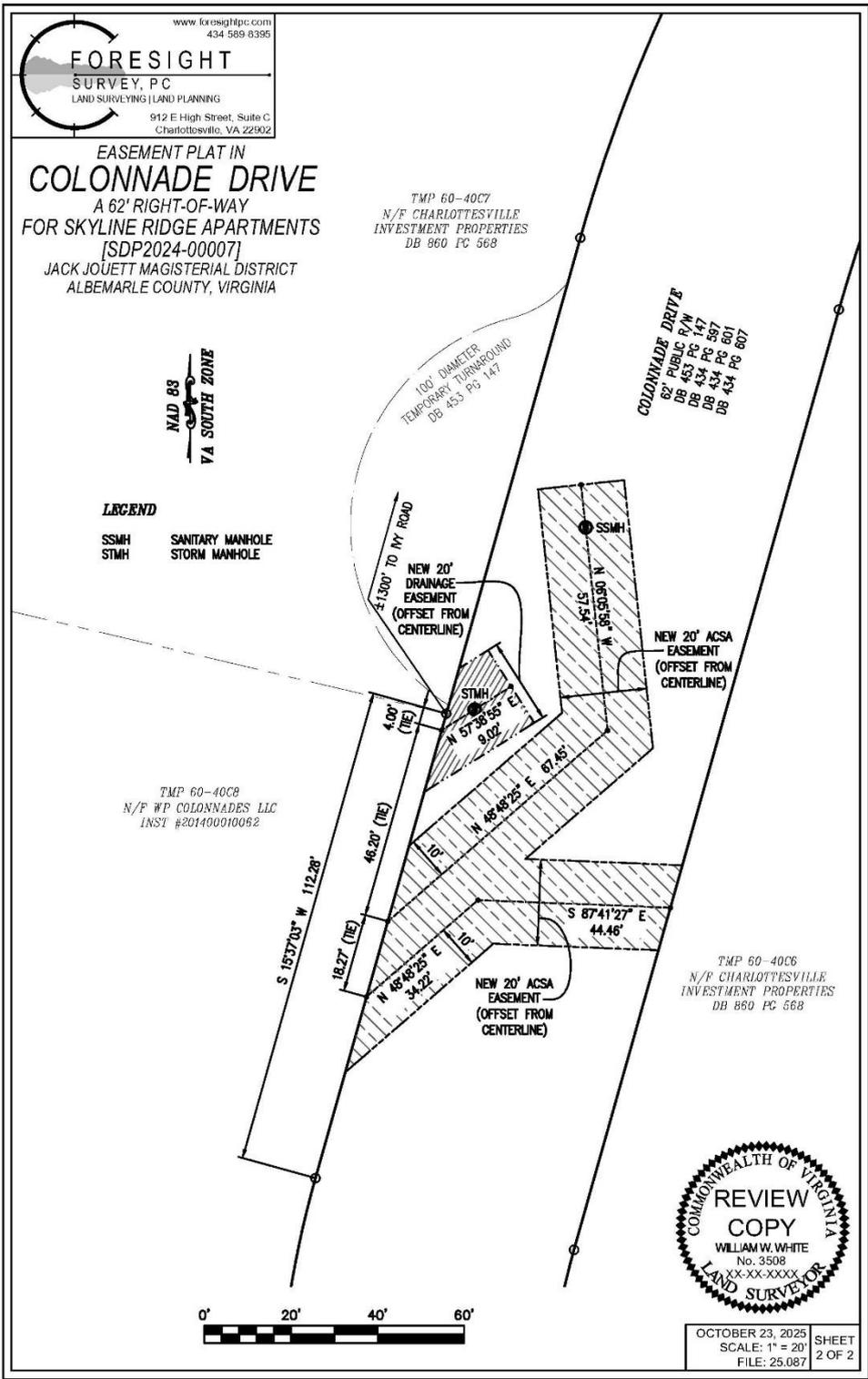
**WHEREAS**, access to Parcel 60-40C8 is provided by Colonnade Drive, an existing road dedicated to public use that has not been accepted into the State Secondary Highway System; and

**WHEREAS**, since Colonnade Drive has not been accepted into the State Secondary Highway System, the County must authorize the conveyance of any utility easements on the road; and

**WHEREAS**, public drainage easements and utility easements are needed within a portion of the Colonnade Drive for the Albemarle County Service Authority ("ACSA") to provide service to Parcel 60-40C8;

**NOW, THEREFORE, BE IT RESOLVED** that the Albemarle County Board of Supervisors hereby approves the conveyance of public drainage easements and utility easements to the ACSA across Parcel 60-40C8 and authorizes the County Executive to sign any documents needed to effect this conveyance as proposed, once those documents have been approved as to form and substance by the County Attorney.





F:\Survey\PROJECTS\2025\25.087 - Skyline Ridge (A)\SURVEY\DWG\EASEMENT\25.087 - SKYLINE RIDGE (A) - ESMT.dwg

**RESOLUTION AUTHORIZING BOTH (I) DEVELOPMENT GRANT AGREEMENT(S) AND/OR PERFORMANCE AGREEMENT(S) WITH THE ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA, AND/OR ASTRAZENECA LP AND (II) A DIRECTED FUNDS AGREEMENT WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the County of Albemarle, Virginia (the "County") seeks to promote the economic development, improvement, and increased vitality of the Places29-North area;

**WHEREAS**, AstraZeneca LP ("AstraZeneca") intends to acquire and develop portions of Parcels 03300-00-00-001D0, 03300-00-00-01000, and 03300-00-00-00100 (the "Rivanna Futures Property"), located north and east of the existing terminus of Boulders Road, for industrial uses, including Project Zodiac and Project Gemini (collectively, the "Projects");

**WHEREAS**, the Projects are consistent with, promote, and implement several Goals, Objectives, and Actions of the Albemarle County 2044 (AC44) Comprehensive Plan;

**WHEREAS**, the Projects are expected to generate an estimated \$709.6 million in County tax revenue over a 25-year period;

**WHEREAS**, AstraZeneca seeks the financial support of the County and the Economic Development Authority of Albemarle County, Virginia ("EDA") both through (a) development grant(s) gauged to the incremental increase in real property taxes that will be paid to the County as a direct result of the Projects and (b) other performance agreement(s);

**WHEREAS**, County staff has discussed with AstraZeneca the general terms of potential development grant agreement(s) and/or performance agreement(s), subject to approval and execution by each party's duly authorized agent(s);

**WHEREAS**, the Governor of the Commonwealth of Virginia has directed \$20 million from the Commonwealth's Transportation Partnership Opportunity Fund ("TPOF") to support the Boulders Road Improvement Project, conditioned on the County's execution of and performance under a Directed Funds Agreement, including the County's commitment of \$10 million to the Boulders Road Improvement Project; and

**WHEREAS**, the County Board of Supervisors finds that:

- a. it is in the best interest of the County to enter into development grant agreement(s) and/or performance agreement(s) with the EDA and/or AstraZeneca to support the development and improvement of the Rivanna Futures Property;
- b. it is in the best interest of the County to enter into a Directed Funds Agreement with VDOT to support the Boulders Road Improvement Project; and
- c. such agreement(s) would promote the welfare, convenience, and prosperity of the inhabitants of the County;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Albemarle County, Virginia:

1. Approves entry into development grant agreement(s) and/or performance agreement(s) with the EDA and/or AstraZeneca, subject to the terms specified herein, to support the development and improvement of the Rivanna Futures Property;

2. Authorizes the County Executive to execute development grant agreement(s) and/or performance agreement(s), collectively providing for up to \$95,570,000 in financial incentives over a 25-year period and the conveyance of up to 82 acres of land, once such agreement(s) has/have been approved as to form and substance by the County Attorney;

3. Approves entry into a Directed Funds Agreement with the Virginia Department of Transportation, subject to the terms specified herein, to support the Boulders Road Improvement Project;

4. Authorizes the County Executive to execute a Directed Funds Agreement with VDOT, providing for a County commitment of up to \$10,000,000 to the Boulders Road Improvement Project, once such agreement has been approved as to form and substance by the County Attorney; and

5. Authorizes the County Executive or his designee to execute on behalf of the County such other requisite documents in connection with the transaction contemplated by the development grant

agreement(s), performance agreement(s), and/or Directed Funds Agreement. Such officer or his designee is authorized to execute and deliver on behalf of the County such instruments, documents, or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate in connection with the transaction authorized by this Resolution or contemplated by the development grant agreement(s), performance agreement(s), and/or Directed Funds Agreement; and all of the foregoing, previously done or performed by such officer or agents of the County are in all respects approved, ratified, and confirmed.



Beatrice (Bea) J.S. LaPisto-Kirtley  
Rivanna

Michael O. D. Pruitt  
Scottsville

Ann H. Mallek  
White Hall

**COUNTY OF ALBEMARLE**

Office of Board of Supervisors  
401 McIntire Road  
Charlottesville, Virginia 22902-4596  
(434) 296-5843

Sally A. Duncan  
Jack Jouett

Frederick A. "Fred" Missel  
Samuel Miller

Ned L. Galloway  
Rio

February 18, 2026

The Honorable Mark R. Warner  
703 Hart Senate Office Building  
Washington, DC 20510

The Honorable Timothy M. Kaine  
231 Russell Senate Office Building  
Washington, DC 20510

The Honorable John J. McGuire III  
1013 Longworth House Office Building  
Washington, DC 20515

Dear Senator Warner, Senator Kaine, Representative McGuire,  
The Albemarle County Board of Supervisors is committed to the safety of all members of our community. That commitment includes acting within the rule of law and the authority granted to local government.

Across the country, localities are increasingly being pulled into federal matters, and in many communities, frustration with national policies is being directed toward local officials and police officers.

The Albemarle County Board of Supervisors operates under a set of defined roles and limits, to that end we do not seek to obstruct lawful federal authority. However, local elected officials have a responsibility to express our views on matters that could impact the lives of our constituents.

We encourage our federal and state representatives to advance legislation to ensure law enforcement and immigration initiatives are constitutionally implemented. Furthermore, we support legislation that would prohibit officers from obscuring their faces during

immigrations enforcement and require clear display of agency name, officer name, and unique identifier.

These provisions are aligned with our own local police department's policies to safeguard the public's civil liberties. Our policies require the Chief of Police's authorization for use of face coverings, mandate the use of body-worn cameras during law enforcement duties, and permit only the amount of force reasonably necessary to accomplish their law enforcement duty. Our officers are trained in de-escalation strategies to defuse situations before they escalate. Notably, these policies are publicly available for full transparency.

This Board believes that immigration enforcement actions that exceed or evade legal limits erode public confidence, destabilize communities, and undermine the legitimacy of law enforcement and governmental authority at all levels.

We will work to ensure our actions and authority are constitutional, and we respectfully request that you do the same at the federal level to ensure all community members are treated professionally while interacting with officers of the law.

Sincerely,



Ned Gallaway  
Chair, Albemarle County Board of Supervisors

CC:  
Albemarle County of Supervisors  
Jeffrey B. Richardson, County Executive  
Andy Herrick, County Attorney