

ACTIONS		
Board of Supervisors Meeting of September 3, 2025		
		September 9, 2025
AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
<p>1. Call to Order.</p> <ul style="list-style-type: none"> The meeting was called to order at 1:00 p.m., by the Chair, Mr. Andrews. All BOS members were present. Also present were Jeff Richardson, Andy Herrick, and Claudette Borgersen. 		
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED the final agenda. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> Stated that the Solid Waste Alternatives Advisory Committee (SWAAC) would be reviewing a letter to send to the Board regarding the use of Styrofoam. Commented that she was pleased to see that many people had gained a better understanding of data centers. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Mentioned that it had been a long time without any significant rain and urged community members to be extremely cautious with any combustible materials and fire hazards. Announced that the 10th Annual Rivanna River Basin Conference would take place on Wednesday, September 24, 2025, from 9:30 a.m. to 3:30 p.m. <p><u>Mike Pruitt:</u></p> <ul style="list-style-type: none"> Thanked Albemarle County police and first responders for their response to a recent incident on Scottsville Road involving an active pursuit and closure of a main arterial road in this County. Announced that the Loop de'Ville, the annual celebration of the Rivanna Trail, was scheduled for September 27, 2025. Announced that Charlottesville Pride Week was approaching, and would be marked by a Charlottesville Pride event at Ting Pavilion on September 6, 2025, at 12:30 p.m. Reminded everyone that there were local elections taking place in the Jack Jouett District, the Samuel Miller District, and the Rio District, and that there would be statewide elections on every ballot. Commented that early voting would begin on September 19, 2025, and run through November 1, 2025. He noted that election day would be on Tuesday, November 4, 2025, and would feature contested races for Governor, Lieutenant Governor, Attorney General, and both of Albemarle County's local delegates. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Mentioned that he had attended the grand opening of Home Depot the previous week and that he was joined by Supervisor LaPisto-Kirtley, Senator Deeds, Delegate Callsen, and Congressman McGuire. Commented that the condition of the medians had improved significantly since the previous summer, and that the roads and infrastructure 		

[Link to Video](#)

<p>were looking great. He commended County staff on their hard work.</p> <p><u>Jim Andrews:</u></p> <ul style="list-style-type: none"> • Acknowledged the Charlottesville Women's 4-Miler and noted that approximately 1,700 runners had participated in event this year, and that the race had raised \$4.2 million, going towards breast cancer research. • Reminded community members about the following fall clean up dates at the Ivy Solid Waste and Recycling Center: <ul style="list-style-type: none"> • Electronic Waste Disposal Day - September 13, 2025 • Household Hazardous Waste - September 19 and 20, 2025 • Furniture - September 27, 2025 • Appliances - October 4, 2025 • Tires - October 11, 2025 		
<p>6. Proclamations and Recognitions.</p> <p>a. By a vote of 6:0, ADOPTED proclamation Recognizing September as National Suicide Prevention Awareness Month and presented to Mike Fox.</p>	(Attachment 1)	
<p>7. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> • <u>Mark Uher</u>, Scottsville District, spoke toward the expansion of healthy aging opportunities in the Commonwealth. • <u>Maria Koss</u>, Jack Jouett District, spoke regarding noise pollution in Albemarle County. • <u>Neil Williamson</u>, Free Enterprise Forum, spoke regarding economic development projects in Albemarle County. • <u>Stuart Overbey</u>, Samuel Miller District and representing Don't Spread on Me, spoke regarding the issue of sewage sludge being spread on local farms as fertilizer. • <u>Renee Scheidegger</u>, Scottsville District, spoke regarding a 5G cell tower that had been installed on an easement of her property. 		
<p>8.2 Fiscal Year 2025 Appropriations.</p> <ul style="list-style-type: none"> • ADOPTED resolution approving appropriations #2025057 and #2025058 for the County government project/programs. 	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget and County Attorney's office. (Attachment 2)</p>	
<p>8.3 Proposed Mutual Aid and Emergency Response Agreement with the City of Charlottesville and the University of Virginia.</p> <ul style="list-style-type: none"> • ADOPTED Resolution approving the Mutual Aid and Emergency Response Agreement between Albemarle County, the City of Charlottesville, and the University of Virginia and authorizing the County Executive to execute the Agreement after approval as to form and substance by the County Attorney. 	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget and County Attorney's office. (Attachment 3)</p> <p><u>County Attorney:</u> Provide Clerk with fully executed copies of agreements. (Attachment 4)</p>	
<p>8.4 Proposed Opioid Settlement Agreement with Purdue Pharma L.P. and the Sackler Family.</p> <ul style="list-style-type: none"> • ADOPTED resolution to approve of the County's participation in the proposed Opioid Settlement Agreement and to authorize the County Attorney to execute the necessary document on the County's behalf. 	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget and County Attorney's office. (Attachment 5)</p> <p><u>County Attorney:</u> Provide Clerk with fully executed copies of agreements. (Attachment 6)</p>	

8.5	<p>Proposed Opioid Settlement Agreement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.</p> <ul style="list-style-type: none"> ADOPTED resolution to approve of the County's participation in the proposed Opioid Settlement Agreement and to authorize the County Attorney to execute the necessary document on the County's behalf. 	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget and County Attorney's office. (Attachment 7)</p> <p><u>County Attorney:</u> Provide Clerk with fully executed copies of agreements. (Attachment 8)</p>	
8.6	<p>Rivanna Futures Land Use Applications.</p> <ul style="list-style-type: none"> ADOPTED resolution to authorize the County Executive to apply for subdivision, rezoning, special use permits, and special exceptions related to the Rivanna Futures property. 	<p><u>Clerk:</u> Forward copy of signed resolution to County Attorney's office. (Attachment 9)</p>	
8.7	<p>Transportation VDOT Appendix A Revisions.</p> <ul style="list-style-type: none"> ADOPTED resolution re-affirming the County's commitment to fund its share of the approved projects under agreement with VDOT and authorize the County Executive or his designee to execute any such agreements and/or addendums once approved by the County Attorney. 	<p><u>Clerk:</u> Forward copy of signed resolution to County Attorney's office. (Attachment 10)</p>	
8.8	<p>SE-2025-00023 Pantops Chick-fil-a Parking Exception.</p> <ul style="list-style-type: none"> ADOPTED resolution to approve a special exception to reduce the minimum required on-site parking from 64 spaces to 61 spaces. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 11)</p>	
9.	<p>Board-to-Board, A Quarterly Report from the Albemarle County School Board to the Albemarle County Board of Supervisors.</p> <ul style="list-style-type: none"> HELD 		
10.	<p>Shenandoah National Park Update.</p> <ul style="list-style-type: none"> HELD 		
	<p>At 2:58 p.m., the Board recessed and reconvened at 3:11 p.m.</p>		
11.	<p>AC44: 2025 Buildout Analysis.</p> <ul style="list-style-type: none"> HELD 		
	<p>Note: Ned Gallaway left the meeting at 3:46 and returned at 6:00 p.m.</p>		
13.	<p>Closed Meeting.</p> <ul style="list-style-type: none"> At 4:13 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia: <ul style="list-style-type: none"> Under Subsection (1), to discuss and consider appointments to various boards and commissions including, without limitation: the 5th & Avon Community Advisory Committee, the Community Policy and Management Team, the Crozet Community Advisory Committee, the JAUNT Board, the Natural Heritage Committee, the Pantops Community Advisory Committee, the Piedmont Virginia Community College Board, the Places 29 (Hydraulic) Community Advisory Committee, the Places 29 (North) Community Advisory Committee, the Places 29 (Rio) Community Advisory Committee, the Region Ten Community Services Board, and the Route 250 West Task Force; under subsection (6) to discuss and consider the investment of public funds related to a performance agreement with 		

<p>Bonumose, Inc., where bargaining is involved and where, if made public initially, would adversely affect the financial interest of the County;</p> <ul style="list-style-type: none"> • under subsection (8), to consult with legal counsel regarding specific legal matters (including a performance agreement with Bonumose, Inc.) requiring the provision of legal advice by such counsel; and • under subsection (29), to discuss the negotiation or re-negotiation of a public contract with Bonumose, Inc., 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. 		
<p>14. Certify Closed Meeting. At 6:01 p.m., the Board reconvened into open meeting and certified the closed meeting.</p>		
<p>15. Vacancies and Appointments.</p> <ul style="list-style-type: none"> • REAPPOINTED, Ms. Carreen de Cardenas, Mr. Evan Macbeth, and Mr. Roger Schickedantz to the 5th & Avon Community Advisory Committee with said term to expire on September 30, 2027. • APPOINTED, Ms. Ewa Harr to the Crozet Community Advisory Committee with said term to expire on March 31, 2026. • REAPPOINTED, Mr. Nicholas Pilipowskyj to the JAUNT Board with said term to expire on September 30, 2028. • REAPPOINTED, Ms. Christine Hirsh-Putnam, Ms. Megan Sebasky, and Mr. Joseph Rhames to the Natural Heritage Committee with said term to expire on September 30, 2029. • APPOINTED, Ms. Sabrina Fuller to the Natural Heritage Committee with said term to expire on September 30, 2029. • REAPPOINTED, Mr. Christopher Rembold, Mr. Dennis King, and Ms. Rosemary Miller to the Places 29 (Hydraulic) Community Advisory Committee with said term to expire on August 5, 2027. • REAPPOINTED, Mr. John Reeher to the Places 29 (North) Community Advisory Committee with said term to expire on August 5, 2027. • REAPPOINTED, Mr. Martin Meth, Ms. Nicole Scro, Mr. Todd Cone, and Mr. Tom Paoletti to the Places 29 (Rio) Community Advisory Committee with said term to expire on September 30, 2027. • APPOINTED, Ms. JoAnn Robertson to the Region Ten Community Services Board with said term to expire on June 30, 2028. 	<p><u>Clerk</u>: Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>	
<p>16. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <ul style="list-style-type: none"> • There was not a report. 		
<p>17. From the Public: Matters Not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> • <u>Alicia Lenahan</u>, Scottsville District, spoke regarding concerns about recent Immigrations and Customs Enforcement (ICE) activities. 		

	<ul style="list-style-type: none"> Tim Tolson, White Hall District and member of the Crozet Community Association, spoke regarding future residential and commercial growth, and enforcement of the WPO. 	
17.	<p><u>Pb. Hrg.: Fiscal Year 2026 Budget Amendments and Appropriations.</u></p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED Resolution approving #2026004; 2026005; 2026006; 2026007; 2026008 and #2026009 for the County government project/programs. 	<p><u>Clerk:</u> Forward copy of signed resolution to Finance and Budget and County Attorney's office. (Attachment 12)</p>
18.	<p><u>Pb. Hrg.: Acquisition of a Portion of 2224 Commonwealth Drive.</u></p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution to authorize the acquisition of portions of Parcel 061W0-03-00-01600 on Commonwealth Drive by eminent domain. 	<p><u>Clerk:</u> Forward copy of signed resolution to Facilities and Environmental Services and County Attorney's office. (Attachment 13)</p>
19	<p><u>Pb. Hrg.: ZMA202400008 Brookhill Amendment.</u></p> <ul style="list-style-type: none"> By a vote of 5:1 (Pruitt), ADOPTED the ordinance to approve of ZMA202400008 Brookhill Amendment, as amended. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 14)</p>
22.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Reported on the Virginia Association of Counties (VACo) Summit. <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> Noted that Mr. Bellamy Brown was late to the meeting and could not give his comments during the public comment period regarding a Bennett Village update. She said Mr. Brown had sent out an email stating that they were incredibly grateful for Albemarle County's commitment to creating an inclusive play space in their community. <p><u>Mike Pruitt:</u></p> <ul style="list-style-type: none"> Noted that in the capital appropriation, there was a \$40,000 grant that the County was appropriating from a donation that they had received from the shuttered Scottsville Volunteer Rescue Squad that they had requested that the money be used for more accessible playground equipment in Dorrier Park. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Noted that he would be attending Senator Warner's event on keys to housing affordability the following Monday in Richmond. 	
24.	<p>Adjourn to September 10, 2025, 2:00 p.m., Room 241.</p> <ul style="list-style-type: none"> The meeting was adjourned at 7:42 p.m. 	

ckb/tom

Attachment 1 – Proclamation Recognizing September as National Suicide Prevention Awareness Month
Attachment 2 – Resolution to Approve Additional FY 2025 Appropriations
Attachment 3 – Resolution to Approve an Albemarle County Police Department Mutual Aid Agreement
Attachment 4 – Draft Mutual Aid and Emergency Response Agreement with the City of Charlottesville and the University of Virginia
Attachment 5 – Sackler Family Opioid Settlement Agreement Resolution
Attachment 6 – Sackler Family Opioid Settlement Agreement
Attachment 7 – Alvogen, Opioid Settlement Agreement Resolution
Attachment 8 – Alvogen, Opioid Settlement Agreement
Attachment 9 – Resolution - Rivanna Futures Property
Attachment 10 – Resolution - Fund the Locality Share of Projects with The Virginia Department of

Transportation

Attachment 11 – Resolution to Approve SE 2025-00023 Chick-Fil-A Parking Exception

Attachment 12 – Resolution to Approve Additional Fy 2026 Appropriations

Attachment 13 – Resolution to Authorize the Acquisition of Portions of Parcel 061W0-03-00-01600 on
Commonwealth Drive by Eminent Domain.

Attachment 14 – Ordinance No. 25-A(3) - ZMA 2024-00008



**Proclamation Recognizing September as
National Suicide Prevention Awareness Month**

- WHEREAS,** every year nearly 26,000 people in the United States die by firearm suicides, an average of 704 people in Virginia die by firearms suicides and 24 are wounded by gun suicide attempts; and, during the last two decades youth suicide has reached its highest rate in more than 20 years and firearms account for more than half of all suicide deaths nationwide; and
- WHEREAS** Albemarle County joins in observing National Suicide Prevention Awareness Month by raising awareness to foster a culture of understanding and empathy and encourage community members to becoming better educated on the signs of suicide risk factors, elevate local suicide prevention resources, and de-stigmatize conversations around mental health; and
- WHEREAS,** the 988 Suicide and Crisis Lifeline plays a helpful role in suicide prevention and mental health support by offering immediate confidential assistance 24/7 to people in suicidal crisis or emotional distress; and
- WHEREAS,** Albemarle County has played an important role in suicide prevention with the Commonwealth Attorney's Office hiring a new prosecutor for emergency substantial risk orders, University of Virginia law students working with state lawmakers on legislation to protect at-risk schoolchildren and Albemarle County Public Schools launching the HELPme app and Lightspeed Alert; and,
- WHEREAS,** there are many local organizations, including Moms Demand Action for Gun Sense in America, Students Demand Action, the American Foundation for Suicide Prevention, Region Ten and the National Alliance on Mental Illness, dedicated to saving lives and bringing hope through research, education, policies, advocacy, and resources for those who have lost someone to suicide, who struggle with suicidal ideation, or have otherwise been affected by suicide; and.
- NOW, THEREFORE, BE IT PROCLAIMED,** that we, the Albemarle County Board of Supervisors, do hereby recognize suicide as a public health problem and designates September 2025 as National Suicide Prevention Awareness Month.

Signed this 3rd day of September 2025

**RESOLUTION TO APPROVE
ADDITIONAL FY 2025 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That the FY 25 Budget is amended to increase it by \$33,824;
- 2) That Appropriations #2025057 and #2025058 are approved;
- 3) That the appropriations referenced in Paragraph #2, above, are subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2025.

**RESOLUTION TO APPROVE AN ALBEMARLE COUNTY POLICE DEPARTMENT
MUTUAL AID AGREEMENT BETWEEN THE COUNTY OF ALBEMARLE, THE CITY OF
CHARLOTTESVILLE, AND THE UNIVERSITY OF VIRGINIA**

WHEREAS, the Board finds it is in the best interest of the County of Albemarle to enter into an updated Mutual Aid Agreement with the City of Charlottesville and the University of Virginia to continue the police assistance provided between the County of Albemarle, the City of Charlottesville, and the University of Virginia.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves an updated Mutual Aid and Emergency Response Agreement between the County of Albemarle, the City of Charlottesville, and the University of Virginia, and authorizes the County Executive to execute such an Agreement on behalf of the County once approved as to form by the County Attorney.

MUTUAL AID AND EMERGENCY RESPONSE AGREEMENT

This Mutual Aid and Emergency Response Agreement (Agreement) is made between the City Council for the City of Charlottesville, Virginia (City); the Board of Supervisors of Albemarle County, Virginia (County); and The Rector and Visitors of the University of Virginia (University), on behalf of their respective police departments and public safety agencies and departments, including: Charlottesville Police Department (CPD), Albemarle County Police Department (ACPD), and University Police Division (UPD). In this Agreement, they will be collectively referred to as the “Parties.”

I. Purpose

The Parties acknowledge and agree that the continued operation and collaboration of the Parties are necessary to respond effectively to emergencies, threats to life, property, and public safety and to enhance the general welfare of the public throughout the region. The Parties make this Agreement for their mutual benefit, continuing and clarifying their long-standing practices in the provision of law enforcement and emergency response services to their citizens and visitors in the City, County, and University.

II. Authority

The Code of Virginia, §§ 15.2-1726, 15.2-1736, 23.1-815, and 44-146.20, authorizes this Agreement and its terms. The Parties intend and agree that this authority is invoked in this Agreement to the fullest extent permitted by law. The Parties also acknowledge the authority to send their respective personnel and equipment under the authority of Code of Virginia §§ 15.2-1724, 27-1, and 32.1-111.4:4. This Agreement does not limit or proscribe the acknowledged authority under these Sections or other provisions of law. The powers authorized to the respective Parties by Title 44, Chapter 3.2 of the Code of Virginia (“Emergency Services and Disaster Law”) are in no way limited or proscribed by this Agreement. Nothing in this Agreement requires mutual aid or emergency response services to be provided if requested.

III. Concurrent Jurisdiction and Property of the University of Virginia

- A. City and County extra-territorial public properties. Pursuant to Virginia Code § 15.2-1725, the City and County may exercise full police power over their respective public properties located beyond the limits of the locality. Law enforcement officers and public safety personnel of both localities may be lawfully sent to such properties to protect the property, keep order, and enforce the laws of the Commonwealth and ordinances of the owning locality. ACPD, CPD, and the respective fire marshals and assistants have concurrent jurisdiction over properties within their own political boundaries, together with the law enforcement of the owning locality.
- B. University extra-territorial properties. Pursuant to Virginia Code § 23.1-816, the University may exercise full police power over its properties, whether owned, leased, or rented, including properties beyond the limits of its campus territory. In addition, UPD officers have concurrent jurisdiction in the designated areas of the City of Charlottesville, pursuant to Charlottesville Circuit Court Order, entered March 7, 2005, and to the extent any future court orders may alter or amend the territorial scope of that concurrent jurisdiction in either the City of Charlottesville or County of Albemarle. For purposes of

this Agreement, the jurisdiction of UPD is defined as the designated areas identified in any respective court orders. The Parties acknowledge that any concurrency does not extinguish any lawful power or authority of ACPD and/or CPD on University property that is otherwise located within the political boundaries of the respective local governments. Notwithstanding such lawful power, the City and County acknowledge the primary responsibility for law enforcement of University property lies with UPD.

IV. Scope

This Agreement is intended to and shall provide for the broadest scope of cooperation, collaboration, mutual aid, assistance, and support permitted by law. No provision in this Agreement shall be construed to limit any lawful authority to achieve the Purpose. This Agreement includes mutual aid, cooperation, and authorization for law enforcement (including sworn officers, auxiliary personnel, and volunteers), fire protection, emergency medical services, and emergency management personnel. This Agreement also applies to the transport to and return from a Party's jurisdiction when any of that Party's personnel are engaged in providing emergency, mutual aid, and cooperative services, except to the extent said personnel are engaged in a frolic or detour.

V. Prior Agreements, Existing Agreements, Future Agreements

This Agreement replaces the "Police Mutual Aid Agreement" of August 16, 1995. The Parties acknowledge the continued effect of the "Executive Agreement for Implementation of Police Mutual Aid Agreement" of April 14, 2004, between the City and County and the "Executive Agreement for Implementation of Police Mutual Aid" of March 11, 2005, between the City and University and hereby authorize the Parties' respective executives or their designees to amend, re-execute, or replace these Executive Agreements to implement the provisions of this Agreement. Nothing contained in the Executive Agreements, as amended or superseded, shall contradict this Agreement. The Parties further authorize their respective executives to approve or execute additional protocols, including but not limited to those of the emergency management Multi-Agency Coordination Group. The 2023 "Mutual Aid Agreement between City of Charlottesville and County of Albemarle" regarding fire protection, firefighting, and emergency medical services, continues in full force and effect and is not altered by this Agreement. The "Memorandum of Agreement between UPD and ACPD" regarding emergency custody and temporary detention transfers, pursuant to Virginia Code § 37.2-808 et seq., is acknowledged, as amended.

VI. Requests for Mutual Aid and Assistance

- A. Circumstances for request. The Parties may request mutual aid under this Agreement for any lawful purpose related to public safety response, whether the circumstances are existing or anticipated, planned or unplanned.
- B. Authority to request and send aid. For any planned or anticipated event or incident requiring mutual aid or when the resources of multiple public safety agencies of any Party are requested, the County Executive, City Manager, and Chief Executive Officer of the University are authorized to make requests and respond thereto. In addition, mutual aid and assistance may be requested and approved by the following persons or their designees:
 - 1. *Law enforcement services.* The County Executive, City Manager, and Chief Executive Officer of the University may make and approve mutual aid

requests, generally. In addition, the following personnel and their superiors may request and respond to resource-specific mutual aid:

- a. Police chiefs for:
 - i. Emergency response group (Special Weapons And Tactics (SWAT)/Crisis Negotiation Teams/Special Response Team/Emergency Response Team) deployment. The respective chiefs of police may request and respond to a need for special teams deployment.
 - b. On-duty lieutenant or shift commander for:
 - i. Calls for service back-up. The on-duty lieutenant or shift commander from the respective Parties may request and provide officers to answer routine calls for service, if the Requesting Party's agency is responding to an incident within its jurisdiction for which its routine resources are rendered limited or operationally insufficient.
 - c. On-duty shift commander for:
 - i. Drones and special vehicles and equipment deployment;
 - ii. K-9 deployment; and
 - iii. Animal protection services.
 - d. On-duty police sergeant for: investigative services and enforcement.
2. *Fire protection, firefighting, and emergency medical services.* The respective on-duty battalion chiefs of the City or County may make and approve mutual aid requests, including but not limited to hazmat mitigation, water rescue, and vehicle extraction;
 3. *Emergency management services and coordination efforts.* The respective Emergency Management Coordinators for the City and County and Director of Emergency Management for the University, or their designees, may make and approve mutual aid requests.
 4. *Emergencies under Virginia Code §15.2-1724 and related sections.* For any circumstances described in Virginia Code §§ 15.2-1724, 27-1, and 32.1-111.4:4, for which law enforcement, firefighting, or emergency medical personnel, together with any necessary equipment, may be sent out of its political jurisdiction, the highest-ranking responsible officer on-scene may request assistance from any or all of the Parties' law enforcement officers and other public safety response personnel. Once lawfully sent, law enforcement officers and other public safety personnel may fulfill any proper duty involving or related to the emergency. This Agreement in no way restricts the Parties' authority to act under the authority of these statutes.
- C. Information and intelligence. When a request is made, the Requesting Party shall provide to Responding Party or Parties all plans, protocols, intelligence, and information, whether in draft or final form, related to the request. The Parties acknowledge that some or all of the contents of this disclosure may be confidential, law enforcement sensitive, or otherwise protected by law from further disclosure ("Confidential Information"). The Requesting Party shall indicate clearly what, if any, information is, in its assessment, confidential and not subject to public disclosure. If a Responding Party is in possession of Confidential Information and receives a request under the Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*) or a subpoena for which the Confidential Information would be responsive,

the Responding Party will confer with the Requesting Party before making a response.

- D. Scope of requested aid. The Parties intend that the scope of mutual aid that may be requested or provided by this Agreement is the broadest extent permitted by law. When mutual aid is requested by any Party or Parties, unilaterally or reciprocally, the Responding Party or Parties may send law enforcement officers and other personnel—including but not limited to firefighters, emergency medical providers, and emergency management and response personnel, together with any other resources or equipment of the Parties—beyond the territorial limits of their jurisdiction to the other Party's jurisdiction to assist in meeting a public safety need.
- E. Communications. To the extent feasible, the Requesting Party shall be responsible for designating or supplying radio or other communications equipment for use by and among the Responding Parties. Communications will be facilitated by the Emergency Communications Center (ECC).
- F. Command and control. While performing any duty, function, or service under this Agreement, personnel will at all times remain under the ultimate authority of the chiefs or directors of the Party by which they are appointed or employed. While in use under this Agreement, canines, vehicles, aircraft, drones, watercraft, equipment, and supplies shall at all times remain under the ultimate authority and control of the Party by which they are owned.
 - 1. *Incident command/unified command.* Notwithstanding the authority of the employing and owning Party described above, personnel and equipment deployed under this Agreement will integrate into the Incident Command System (ICS) established for the event. Operational control during the incident will follow ICS protocols under the direction of the Incident Commander or Unified Command. Any restrictions on personnel or equipment usage must be communicated to the Incident Commander before deployment. Every Party with resources provided under this Agreement will have the right to participation in planning for any incident or event and to representation in the command center during all operational periods of an event or incident.
 - 2. *Resulting criminal investigations.* The responsibility for investigation and subsequent actions concerning any criminal offense will remain with the law enforcement agency of the Requesting Party within whose jurisdiction the offense occurred. Law enforcement personnel entering the Requesting Party's jurisdiction will promptly notify the Requesting Party's law enforcement agency upon the discovery of a crime in the Requesting Party's jurisdiction.
 - 3. *After-action debriefing and reporting.* The Requesting Party will provide for an after-action debriefing opportunity as soon as practicable after the event. If a report is generated from the after-action debriefing, all participating Parties may provide input and will be provided a copy of the report. Nothing in this subsection requires distribution of intra-agency evaluations among the Parties, but such evaluations may be provided at the discretion of the respective Parties' police chiefs.
- G. Decline, withdrawal, and termination of aid. Any Party may decline a request for mutual aid. If an authorized person, as identified in Section VI(B), above, determines to terminate or withdraw mutual aid, in whole or in part, the action will

be communicated to the Requesting Party's authorized representative or designee. Withdrawal or termination of mutual aid will be coordinated among the Parties in such a manner as to protect the best interests of the public.

VII. Continuous Aid. In addition to the circumstances giving rise to the need for mutual aid as discussed in Section VI, the Parties intend for and authorize mutual aid and cooperative assistance to be provided on a regular and ongoing basis for the following activities:

- A. Multi-jurisdictional law enforcement investigations. Criminal investigations often require law enforcement activities across jurisdictional boundaries. The chiefs of police for each of the Parties are authorized to designate several investigators who may be sent across their respective political jurisdictional boundaries to participate in joint or related criminal investigations without specific requests. The chiefs of police or their designees will advise their counterparts of the designated investigators and the nature of the investigations. The chiefs of police may establish specific *ad hoc* task forces for specific investigations. The chiefs of police or their designees will confer as needed regarding the scope, efficacy, duration, and identity of assigned personnel designated under this subsection. The following types of investigations are expressly included in this authorization:
 - 1. *Felony criminal sexual assault and unattended death investigations.* In accordance with Virginia Code § 23.1-815, any Party may request mutual aid, assistance, and support for the investigation of felony criminal sexual assaults and medically unattended deaths. Any Party investigating a crime under this subsection on a University property, non-campus property, or public property immediately adjacent to campus property, will notify the appropriate local Commonwealth's Attorney within 48 hours of the beginning of the investigation. No notification to the Commonwealth's Attorney will require disclosure of the victim's identifying information, unless the victim provides express consent or as otherwise permitted by law.
 - 2. *Human trafficking, sexual exploitation, intimate partner violence, and stalking.* The Parties may request and provide mutual aid, assistance, and cooperation to investigate crimes involving human trafficking, sexual exploitation, intimate partner violence, and stalking.
- B. 3A Taskforce. The Parties are among the members of the currently constituted 3ATaskforce. All activities within the scope of the Memorandum of Understanding (MOU) between the Parties and the Virginia State Police and authorized by the Special State Police Officer authority of each Taskforce member are recognized by the Parties. To the extent that Taskforce members provide lawful, law enforcement services not covered by the MOU or otherwise authorized by Virginia Code § 15.2-1724, ¶1(i), this Agreement applies, and mutual aid is authorized.
- C. Fire marshal investigations. The respective Fire Marshals for the City and County are responsible for any investigations under their authority as local fire officials under the Statewide Fire Prevention Code, as well as any property subject to the authority of the State Fire Marshal, upon request of the State Fire Marshal.
- D. Joint trainings or exercises. The Parties are signatories to the "Operational Agreement for the Establishment of a Law Enforcement Training Facility." In

addition to the ongoing cooperation pursuant to that operational agreement, the Parties may engage in joint trainings, including but not limited to planning meetings, tabletop exercises, and full-scale drills. This Agreement provides authority for personnel to be present at the training within the hosting Party's jurisdiction as a provision of mutual aid.

- E. Law-enforcement activities at the University Medical Center. If law enforcement transports detainees, prisoners, or subjects of emergency custody or temporary detention orders, or otherwise maintains custody of such persons en route to or while at the University Medical Center, their lawful activities are permitted by this Agreement, if not otherwise authorized by Virginia Code § 15.2-1724, ¶1(iii) or other provision of law.
- F. Multi-jurisdictional cooperation pursuant to Virginia Code §§ 15.2-1627.4, -1627.5, 1627.6. If requested by the respective Commonwealth's Attorney for the City or County, UPD, CPD, and ACPD may participate in review teams for sexual assault; child sexual abuse; abuse, neglect, and exploitation of adults; and human trafficking.
- G. Information Sharing and Analysis. In addition to the information and intelligence sharing authorized in Section VI(C), above, the Parties agree to continue and enhance their information and intelligence sharing to the extent permitted by law and their respective policies and procedures.

VIII. Effective Date, Term, and Withdrawal

- A. Effective date. This Agreement shall be effective as of the date of the adopting resolution approved by the Party's governing body last in time.
- B. Term. This Agreement is in effect indefinitely unless and until withdrawal of two or more Parties.
- C. Withdrawal. Any Party may withdraw from this Agreement by giving 90 days' written notice of its intent to the other Parties. The withdrawal of one Party shall not affect the force and validity of the Agreement as to the remaining Parties. Any notice of intent to withdraw requires authorization by the Party's governing body.

IX. Liability, Immunity, Waiver

- A. Liability. To the extent required by law, each Party is solely and exclusively responsible for the acts and omissions of its law enforcement officers and other personnel while performing duties, functions, or services pursuant to this Agreement.
- B. No reimbursement. No Party shall be liable to any other Party for reimbursement for compensation, benefits, injuries to personnel, damages to equipment, cost of supplies, or any other expenses or costs incurred while performing services under this Agreement, unless the Parties expressly agree to the allocation of such expenses and costs, including but not limited to, an agreement for which reimbursement may be received from the Commonwealth of Virginia Department of Emergency Management (VDEM) or Federal Emergency Management Agency (FEMA).
- C. Immunity. Nothing in this Agreement waives or abrogates any immunity available to the Parties or their employees, agents, servants, or volunteers.

1. *Respective Parties.* The acts performed pursuant to this Agreement and the expenditures made for such purposes by the Parties will be deemed conclusively to be for a public and governmental purpose. All of the immunities from liability enjoyed by a Party when acting through its police officers or other officers, agents, or employees for a public or governmental purpose within its territorial limits shall be enjoyed by it to the same extent when the Party acts beyond its territorial limits pursuant to this Agreement.
 2. *Parties' officers, employees, agents, and volunteers.* All immunities from liability, exemptions from laws, ordinances and regulations, pension, relief, disability, workers' compensation, life and health insurance, and other benefits enjoyed by law enforcement officers and other employees, agents, and volunteers of each Party shall extend fully to all the services they perform under this Agreement outside of their respective jurisdictions. The provision of these benefits will remain the responsibility of the employing jurisdiction.
- D. Waiver. Nothing in this Agreement shall be deemed to be a waiver, express or implied, of the sovereign, governmental, or other immunity of the Parties, their respective officers, officials, or employees, or the Commonwealth of Virginia. This Agreement does not create and shall not be construed to create any right or claim by any alleged third-party beneficiary or any basis for reliance by any person or entity not a Party to this Agreement.

X. Miscellany

- A. Governing law. This Agreement is governed by the laws of the Commonwealth of Virginia without regard to its choice of law rules.
- B. Entire agreement. This Agreement is the entire agreement between the Parties on the subject of mutual aid, except as may be augmented and implemented by any supplemental agreements authorized in Section V, above.
- C. Signature authority. By adoption of this Agreement, the Parties authorize their respective County Executive, City Manager, and Chief Operating Officer to sign this Agreement.

[signatures following]

CITY COUNCIL FOR THE CITY OF CHARLOTTESVILLE, VIRGINIA

Samuel Sanders, Jr., City Manager

Date

Seen and agreed:

Michael Kochis, Chief of Police

Date

Michael Thomas, Fire Chief

Date

Brett Burnette, Acting Emergency Management
Coordinator

Date

Approved as to form:

City Attorney's Office

Date

BOARD OF SUPERVISORS FOR ALBEMARLE COUNTY, VIRGINIA

County Executive

Date

Seen and agreed:

Sean Reeves, Chief of Police

Date

Dan Eggleston, Fire Chief
Emergency Management Coordinator

Date

Approved as to form:

County Attorney

Date

RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

Jennifer Wagner Davis
Executive Vice President and Chief Operating Officer

Date

Seen and agreed:

Timothy J. Longo, Sr.
Associate Vice President for Safety and Security and Chief of Police

Date

John DeSilva
Director of Emergency Management

Date

Approved as to form:

University Counsel

Date

RESOLUTION

A RESOLUTION OF THE COUNTY OF ALBEMARLE BOARD OF SUPERVISORS APPROVING OF THE COUNTY'S PARTICIPATION IN THE PROPOSED DIRECT SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST THE SACKLER FAMILY, AND DIRECTING THE COUNTY ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S PARTICIPATION IN THE SETTLEMENT.

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the County of Albemarle, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by the County's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including Albemarle County, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and the County; and

WHEREAS, a settlement proposal has been negotiated that will cause the Sackler family, the owners of the Purdue Pharma family of companies, to pay an aggregate of \$6.5 billion dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the County has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that this pending settlement with the Sackler family shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, Walmart, and Kroger;

WHEREAS, the County Attorney has reviewed the available information about the proposed settlement with the Sackler family and has recommended that the County participate in the settlement in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the Albemarle Board of Supervisors, this 3rd day of September, 2025,, approves of the County's participation in the proposed settlement of opioid-related claims against the Sackler family, and directs the County Attorney to execute the documents necessary to effectuate the County's participation in the settlement, including the required release of claims against the Sackler family.

EXHIBIT K**Subdivision Participation and Release Form**

Governmental Entity: Albemarle County	State: VA
Authorized Signatory: Andrew H. Herrick	
Address 1: 401 McIntire Road	
Address 2: Suite 325	
City, State, Zip: Charlottesville	virginia 22902
Phone: 434-972-4067	
Email: aherrick@albemarle.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasers to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasers.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

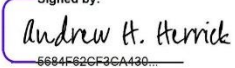
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releaser may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasers do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signed by:

6684F62CF3CA430.....

Signature: _____

Name: Andrew H. Herrick

Title: Albemarle County Attorney

Date: 9/3/2025

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RESOLUTION

A RESOLUTION OF THE COUNTY OF ALBEMARLE BOARD OF SUPERVISORS APPROVING OF THE COUNTY'S PARTICIPATION IN THE PROPOSED DIRECT SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS AND DIRECTING THE COUNTY ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S PARTICIPATION IN THE SETTLEMENTS.

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the County of Albemarle, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by the County's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including Albemarle County, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and the County; and

WHEREAS, settlement proposals have been negotiated that will cause Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus, the owners of the Purdue Pharma family of companies, to pay millions of dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the County has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that these pending settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus shall be considered "Settlements" that are subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, Walmart, and Kroger; and

WHEREAS, the County Attorney has reviewed the available information about the proposed settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and has recommended that the County participate in the settlement in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the Albemarle Board of Supervisors, this 3rd day of September, 2025, approves of the County's participation in the proposed settlement of opioid-related claims against Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and directs the County Attorney to execute the documents necessary to effectuate the County's participation in the settlement, including the required release of claims against settling entities.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Albemarle County	State: VA
Authorized Official: Andrew H. Herrick	
Address 1: 401 McIntire Road	
Address 2: Suite 325	
City, State, Zip: Charlottesville	virginia 22902
Phone: 434-972-4067	
Email: aherrick@albemarle.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

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authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

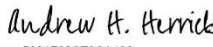
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

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I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signed by:

5684F62CF36A436...

Signature: _____

Name: Andrew H. Herrick

Title: Albemarle County Attorney

Date: 9/3/2025

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RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE TO APPLY TO SUBDIVIDE THE COUNTY-OWNED RIVANNA FUTURES PROPERTY AND TO APPLY FOR SPECIAL EXCEPTIONS AND SPECIAL USE PERMITS RELATED TO THE DEVELOPMENT OF THE RIVANNA FUTURES PROPERTY

WHEREAS, the County owns 462 acres of certain real property identified as Rivanna Futures, which consists of Albemarle County Parcel Numbers 03300-00-00-001G0, 03300-00-00-001D0, 02100-00-00-014C0, 03300-00-00-00100, 03300-00-00-00200, 03300-00-00-01000, 03300-00-00-001B0, 03300-00-00-01600, 03300-00-00-01500, and 03300-00-00-01400;

WHEREAS, the Board of Supervisors adopted a resolution on June 21, 2023, after a public hearing, authorizing the development of private business and industry on Rivanna Futures, and rezoned a portion of Rivanna Futures to Light Industry on June 12, 2024;

WHEREAS, upon that rezoning, the Board of Supervisors authorized the County Executive to apply on the County's behalf for a special use permit to allow commercial office uses on the Development Area portions of Rivanna Futures and for a special exception to allow certain residential developments on the subject property; and

WHEREAS, the Board of Supervisors finds that it is in the best interest of the County to accommodate the orderly and timely development of Rivanna Futures by authorizing the County Executive (i) to apply on the County's behalf to subdivide the property from time to time pursuant to Chapter 14 of *Albemarle County Code*, as amended; (ii) to apply on the County's behalf for any special exception or special use permit related to the orderly development of Rivanna Futures; (iii) to apply on the County's behalf to rezone portions of Rivanna Futures from time to time in accordance with state law and regulation, the *Albemarle County Code*, and the County's Comprehensive Plan; and (iv) to approve and execute on the County's behalf any other document or instrument related to or necessary for an application to subdivide, rezone, or obtain a special exception or special use permit related to Rivanna Futures.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby authorizes the County Executive to submit the following applications related to the County-owned property known as Rivanna Futures: (i) to subdivide the property from time to time to foster Rivanna Futures' orderly and timely development, (ii) to obtain special exceptions and/or special use permits related to the orderly development of Rivanna Futures, and (iii) to rezone portions of Rivanna Futures from time to time in accordance with state law and regulation, the *Albemarle County Code*, and the County's Comprehensive Plan. Additionally, the County Executive is authorized to approve and execute on the County's behalf any document or instrument related to or necessary for any application submitted for the above-described purposes.

RESOLUTION
AFFIRMING COMMITMENT TO FUND THE LOCALITY SHARE OF PROJECTS
UNDER AGREEMENT WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION AND PROVIDE
SIGNATURE AUTHORITY

WHEREAS, the County of Albemarle is a recipient of Virginia Department of Transportation ("VDOT") funds under various grant programs for the Berkmar Bicycle and Pedestrian Improvements, the Commonwealth and Dominion Drive Sidewalks, and the NIFI – The Square transportation-related projects (the "Projects"); and

WHEREAS, VDOT requires the County, by resolution, to provide assurance of its commitment to funding its local share for the Projects;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Albemarle hereby commits to fund its local share of preliminary engineering, right-of-way, and construction, as applicable, for the Projects under agreement with VDOT in accordance with the Projects financial documents; and

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the County Executive, or his designee to execute all such agreements and/or addendums for the approved Projects with VDOT on behalf of the County provided that such agreements and/or addendums are approved as to form and substance by the County Attorney.

**RESOLUTION TO APPROVE SE 2025-00023
CHICK-FIL-A PARKING EXCEPTION**

WHEREAS, upon consideration of the staff reports prepared for SE2025-00023 Chick-fil-a Parking Exception and the attachments thereto, including staff's supporting analysis, any comments received, and all relevant factors in Albemarle County Code §§ 18-4.12.2(c) and 18-33.9, the Albemarle County Board of Supervisors hereby finds that:

- a. the public health, safety or welfare would be equally or better served by the proposed modification;
- b. the proposed modification would not otherwise be contrary to the purpose and intent of the Zoning Ordinance;

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves a special exception to modify the minimum number of parking spaces otherwise required by County Code § 18-4.12.6 and permit 61 parking spaces on Parcel 07800-00-00-055A2.

**RESOLUTION TO APPROVE
ADDITIONAL FY 2026 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 4) That the FY 26 Budget is amended to increase it by \$10,393,794;
- 5) That Appropriations #2026004; 2026005; 2026006; 2026007; 2026008 and #2026009 are approved;
- 6) That the appropriations referenced in Paragraph #2, above, are 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 TO AUTHORIZE THE ACQUISITION BY CONDEMNATION OF A PORTION OF A CERTAIN PARCEL OF LAND, PARCEL ID NUMBER 061W0-03-00-01600, FOR THE PURPOSE OF CONSTRUCTING ROAD AND SAFETY IMPROVEMENTS, IN ACCORDANCE WITH THE COMMONWEALTH DRIVE/DOMINION DRIVE SIDEWALK IMPROVEMENTS PROJECT, AND TO ENTER UPON THE PROPERTY TO BE ACQUIRED AND INITIATE CONSTRUCTION BEFORE THE CONCLUSION OF THE CONDEMNATION PROCEEDING PURSUANT TO VIRGINIA CODE SECTIONS 15.2-1904 AND 15.2-1905(C) AND CHAPTER 3 OF TITLE 25.1 (SECTIONS 25.1-300 ET SEQ.)

WHEREAS, Albemarle County has proposed certain roadway improvements in the Rio and Jack Jouett Districts as part of the Commonwealth Drive/Dominion Drive Sidewalk Improvements Project in order to construct sidewalks and related improvements along Commonwealth and Dominion Drives;

WHEREAS, the Commonwealth Drive/Dominion Drive Sidewalk Improvements Project is necessary for the public health, safety, peace, good order, comfort, convenience, and welfare of the County;

WHEREAS, the project design for the Commonwealth Drive/Dominion Drive Sidewalk Improvements Project requires the acquisition of certain right-of-way and easement interests for the construction of road and safety improvements;

WHEREAS, the County has reviewed the acquisition for purposes of complying with Section 1-219.1 of the Code of Virginia and has certified that the acquisition is for the possession, ownership, occupation, and enjoyment of the property by the public, for the purpose of construction and maintenance of public facilities including public roads and other improvements;

WHEREAS, the County has made a bona fide but ineffectual effort to purchase the necessary right-of-way and easements for public road and other improvements at fair market value, and the County and landowner have been unable to reach an agreement because the County and landowner cannot agree on the compensation to be paid; and

WHEREAS, it is now necessary to enter upon the property to install the facilities and improvements prior to the completion of condemnation proceedings;

NOW, THEREFORE, BE IT RESOLVED BY THE ALBEMARLE COUNTY BOARD OF SUPERVISORS:

1. That the property is to be acquired for construction and maintenance of public roadway improvements and other related improvements, including road and safety improvements, required as a result of the proposed improvements for the purpose of constructing sidewalks and related improvements along Commonwealth and Dominion Drives.
2. That the Board approves the proposed public use of the property.
3. That acquisition of the property, as shown in the following chart along with the referenced plat, is for the public roadway and related facilities and is declared to be necessary for a public use and an authorized public undertaking pursuant to Chapter 19 of Title 15.2 (§ 15.2-1900, *et seq.*) of the Code of Virginia (1950), as amended.

Landowner	Parcel ID Number	Referenced Plat Showing Property Interests to be Acquired
SEMF Charleston, LLC	061W0-03-00-01600	Approximately 31 square feet of right-of-way in fee simple and 541 square feet of permanent utility easement on Parcel 012 on "Right of Way Plan Sheet" Number 5RW prepared by H&B Surveying and Mapping, dated September 6, 2024, attached hereto and labeled "Exhibit A."

4. That it is necessary to enter upon the property to begin construction of the roadway and other improvements prior to the completion of condemnation proceedings in order to adhere to the project schedule.
5. That Albemarle County may, upon the deposit of compensation in the amount of the County's opinion of just compensation and in compliance with all statutory requirements, including the recordation of a Certificate of Take with the Clerk of the Circuit Court of Albemarle County, enter upon the property

identified herein and take possession of the property prior to the conclusion of condemnation proceedings.

6. That, based upon the assessment records or other objective evidence, Albemarle County has determined that the just compensation due to the landowner for the property interests to be acquired for public purposes is as follows:

Landowner	Parcel ID Number	Property Interests to be Acquired	Estimated Value
SEMF Charleston, LLC	061W0- 03-00- 01600	Approximately 31 square feet of right-of-way in fee simple and 541 square feet of permanent utility easement on Parcel 012 on "Right of Way Plan Sheet" Number 5RW prepared by H&B Surveying and Mapping, dated September 6, 2024, attached hereto and labeled "Exhibit A."	\$3,705.00

7. That the ownership of the property interests to be acquired is as stated in paragraphs 3 and 6 herein.
8. That the County Executive or his designee will deposit with the Clerk of the Circuit Court of Albemarle County, to the credit of the landowner named above, the County's opinion of just compensation for the property interests, as listed in paragraph 6 herein and simultaneously record a Certificate of Take with the Clerk of the Circuit Court of Albemarle County.
9. That the County Executive or his designee will mail a certified copy of this resolution to the landowner(s).
10. That the County Attorney or his designee is authorized and directed to acquire the property interests for public use by condemnation or other means, and to institute and conduct condemnation proceedings to acquire the property interests from the landowner(s) named herein in the manner authorized and provided by Chapter 19 of Title 15.2 (Sections 15.2-1900 *et seq.*), and Chapters 2 and 3 of Title 25.1 (Sections 25.1-200 *et seq.* and 25.1-300 *et seq.*) of the Code of Virginia (1950), as amended.
11. That the County Executive or his designee may also continue to negotiate acquisition of the property interests, subject to approval by the Board of Supervisors.

ORDINANCE NO. 25-A(3)

ZMA 2024-00008

**AN ORDINANCE TO AMEND THE ZONING MAP FOR
PARCELS 04600-00-00-018A6, 04600-00-00-018A7, AND 04600-00-00-019B6**

WHEREAS, an application was submitted to amend the Neighborhood Model District (NMD) Code of Development on Parcels 04600-00-00-018A6, 04600-00-00-018A7, and 04600-00-00-019B6;

WHEREAS, on July 8, 2025, after a duly noticed public hearing, the Planning Commission recommended approval of ZMA 2024-00008;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Albemarle, Virginia, that upon consideration of the transmittal summary and staff report prepared for ZMA 2024-00008 and their attachments, including the Proposed Code of Development last revised April 21, 2025 and the Proffers revised and signed September 3, 2025, the information presented at the public hearings, any written comments received, the material and relevant factors in Virginia Code § 15.2-2284 and County Code § 18-18.1, and for the purposes of public necessity, convenience, general welfare, and good zoning practices, the Board hereby approves ZMA 2024-00008 with the revised Proposed Code of Development entitled "Brookhill Neighborhood Model Zoning Map Amendment ZMA 2024-00008 Code of Development" prepared by Riverbend Development, last revised on April 21, 2025, and the Proffers revised and signed September 3, 2025.

Original Proffers _____
Amendment X

Brookhill

PROFFER STATEMENT

Date: March 25, 2025

ZMA No. 202400008 Brookhill

Tax Map and Parcel Number(s): **04600-00-00-018A6, 04600-00-00-018A7, 04600-00-00-019B6**

This proffer statement shall amend and supersede the amended proffer statement for Brookhill, ZMA 201800011, approved on July 17, 2019.

Owner(s) of Record: **BROOKHILL TOWN CENTER, LLC AND RBD MULTI-FAMILY HOLDINGS II, LLC**

Approximately **26.74** acres zoned **NMD (Neighborhood Model District)**

BROOKHILL TOWN CENTER, LLC is the owner of Tax Map Parcels **04600-00-00-018A6** and **04600-00-00-018A7**, and **RBD MULTI-FAMILY HOLDINGS II, LLC** is the owner of Tax Map Parcel **04600-00-00-019B6**; all of the owners of such parcels are referred to herein, collectively as the "Owner" and the parcels are referred to herein as the "Property". The Property is the subject of the rezoning application identified by Albemarle County (the "County") as "ZMA 2015-007" for a project known as "Brookhill" (the "Project"), which includes the application plan prepared by Collins Engineering entitled, "Brookhill Neighborhood Model District (NMD) Application Plan," last revised September 16, 2016 (the "Application Plan"), and a Code of Development entitled the "Brookhill Neighborhood Model Code of Development," originally approved on November 9, 2016 by the Albemarle County Board of Supervisors and revised for variations #1 and #2 on September 5, 2018 (the "Code of Development"). Capitalized terms, not otherwise defined in these Proffers, shall have the same definitions as set forth in either the Code of Development or the Application Plan.

Pursuant to Section 33 of the Albemarle County Zoning Ordinance, the Owner hereby voluntarily proffers the conditions listed below which shall be applied to the Property if it is rezoned to the zoning district identified above. These conditions are proffered as a part of the proposed rezoning, and the Owner acknowledges that the conditions are reasonable.

1. Transportation Improvements.

- A. **Polo Grounds Road Improvements.** Pursuant to road plans approved by the Virginia Department of Transportation ("VDOT"), the Owner shall construct all intersection and turn lane improvements, including improvements to the horizontal alignment, vertical alignment and cross-section of Polo Grounds Road ("Polo Grounds Road Improvements"). The Polo Grounds Road Improvements shall be completed in two phases. Owner shall begin construction of Phase I, as depicted on the Figure A, Brookhill Traffic Phasing Plan ("Traffic Phasing Plan"), prior to the issuance of a building permit ("Permit") for the first (1st) dwelling within the Project, and the Phase I Polo Grounds Road Improvements shall be substantially completed prior to issuance of either i) a Permit for the fiftieth (50th) dwelling (other than an Assisted Living, nursing home, rest home or convalescent facility) within the Project, or ii) a certificate of occupancy for any units within a multi-family dwelling within the Project. Phase IV, as depicted on the Traffic Phasing Plan, shall be completed prior to issuance of any Permit for a dwelling (other than a multi-family dwelling, Assisted Living, nursing home, rest home or convalescent facility) within Blocks 14-18 of the

Project. The Polo Grounds Road Improvements shall be designed and constructed to applicable VDOT standards, including, without limitation, VDOT's Geometric Design. The Polo Grounds Road Improvements shall be determined to be substantially completed by: i) the Albemarle County Engineer, or its designee, or ii) when they are constructed, inspected and the VDOT construction bond is released, or iii) a VDOT official otherwise confirms that they are substantially complete.

Pursuant to approval by VDOT, Polo Grounds Road Improvements shall include salamander tunnels, shown conceptually in Figure B, ("Salamander Crossing Exhibit"). Maintenance of the salamander tunnels shall be the responsibility of the Owner, and a maintenance agreement shall be established and approved by VDOT during the VDOT review of the road plans for the Polo Grounds Road Improvements.

- B. Route 29 Intersection Improvements. Pursuant to road plans approved by VDOT, the Owner shall construct all intersection and turn lane improvements along Route 29, conceptually depicted on the Application Plan ("Route 29 Intersection Improvements"). The Route 29 Intersection Improvements shall be substantially completed prior to issuance of either i) a Permit for the fiftieth (50th) dwelling (other than an Assisted Living, nursing home, rest home or convalescent facility) within the Project or ii) a certificate of occupancy for any units within a multi-family dwelling within the Project, whichever occurs first. The Route 29 Intersection Improvements shall be designed and constructed to applicable VDOT standards, including, without limitation, VDOT's Geometric Design. The Route 29 Intersection Improvements shall be determined to be substantially completed by: i) the Albemarle County Engineer, or its designee, or ii) when they are constructed, inspected and the VDOT construction bond is released, or iii) a VDOT official otherwise confirms that they are substantially complete.
- C. Ashwood Boulevard Connection. Pursuant to road plans approved by VDOT and a temporary construction easement and maintenance agreement approved by the County, the Owner shall construct the Ashwood Boulevard Connection, as conceptually depicted with improvements and landscaping shown on Exhibit C, Ashwood Boulevard Connection ("Ashwood Boulevard Connection"). The Ashwood Boulevard Connection, which includes a pedestrian connection, shall be bonded prior to road plan approval and substantially completed prior to: i) the issuance of the six hundred and fiftieth (650th) Permit for a dwelling (other than a multi-family dwelling, Assisted Living, nursing home, rest home or convalescent facility) or ii) the issuance of the eight hundredth (800th) Permit for any dwelling type within the Project, whichever first occurs. In any event, Owner shall have completed the Ashwood Boulevard Connection prior to the completion of the western extension of Ashwood Boulevard to Berkmar Drive Extension.
- Until such time as the County determines to submit the Ashwood Boulevard Connection for public dedication, the Owner shall be responsible for all maintenance, repairs, bonding and insurance of the Ashwood Boulevard Connection. The Owner shall submit a temporary construction easement and maintenance agreement that is acceptable to the County prior to approval of road plans for Phase I roadway improvements. The Owner's improvements shall be dedicated, together with the County-owned right-of-way at such time as the County determines to submit the Ashwood Boulevard Connection for public dedication. The Ashwood Boulevard Connection shall be determined to be substantially completed by: i) the Albemarle County Engineer, or its designee or ii) when it is constructed, inspected and VDOT has accepted the Ashwood Connection for dedication, or iii) a VDOT official otherwise confirms that they are substantially complete.
- D. Rio Mills Road Connection. Within six (6) months after written request by the County, the Owner shall dedicate to the County, by General Warranty Deed and without consideration, fee simple title to a parcel of land for a public road connection, including right-of-way and granting of easements,

from Rio Mills Road to the Berkmar Drive Extension in the approximate location shown on Exhibit D, Rio Mills Roadway Connection ("Rio Mills Road Connection").

Substantial completion of the Rio Mills Road Connection by VDOT is anticipated prior to December 31, 2023. If VDOT is unable to complete the Rio Mills Road Connection by December 31, 2023 and permission is granted to the Owner by VDOT and the County, the Owner shall be responsible for the construction the Rio Mills Road Connection pursuant to road plans approved by VDOT, in the approximate location shown on Exhibit D, Rio Mills Roadway Connection ("Rio Mills Road Connection"). The Rio Mills Road Connection, if constructed by the Owner, shall be substantially completed prior to December 31, 2027. The Rio Mills Road Connection shall be determined to be substantially completed by: i) the Albemarle County Engineer, or its designee or ii) when it is constructed, inspected and VDOT has accepted the Rio Mills Connection for dedication, or iii) a VDOT official otherwise confirms that they are substantially complete.

The Credit for In-Kind Contributions, as referenced in Proffer 6, shall be increased to \$31,086,662.86 if the Owner completes the construction of the Rio Mills Road Connection.

- E. Transit Stop. The Owner shall construct a Transit Stop within the general location shown as a proposed Transit Stop on the Application Plan (the "Transit Stop"). The Transit Stop shall be designed and constructed in coordination with, and approval by the County Director of Community Development and Regional Transit Authority (if in place) and shall incorporate a shelter, including a rest bench, pedestrian access, and signage equal to or better than the current transit stops for Charlottesville Area Transit (CAT). The Transit Stop shall be installed and completed concurrently with the installation of surrounding roads and sidewalks within Block 1. The Transit Stop and above referenced features shall be dedicated to public use, or the Owner shall grant an easement as necessary to allow for the public access and usage of such facilities.
- F. Public Transit Operating Expenses. Within sixty (60) days of transit services to the Property having commenced by CAT, a regional transit authority, or other provider of transit service selected by the County, the Owner shall contribute Fifty Thousand Dollars (\$50,000) to the County to be used for operating expenses relating to transit service to the Property; and Owner shall contribute Fifty Thousand Dollars (\$50,000) to the County each year thereafter for a period of nine (9) additional years, such that the cash contributed to the County pursuant to this Proffer 1G, shall not exceed Five Hundred Thousand Dollars (\$500,000). The monetary contribution in years two (2) through ten (10) shall be paid by the anniversary date of the first contribution and each such contribution shall be conditioned upon transit service being provided to the Property during the twelve (12) month period prior to such contribution.
- G. Construction Traffic Management. The Owner shall establish Construction Entrances to the Property in locations as approved by the County and VDOT as part of the Erosion and Sediment Control Plan and Site Plan process. During the period in which all roads will be constructed within the Property (and until completion), construction traffic shall be required to use the Construction Entrances as designated in the approved Erosion and Sediment Control Plan. The Owner shall prohibit such construction traffic from entering the Project via Ashwood Boulevard and Montgomery Ridge Road. Once the roads are completed and dedicated for public use the Owner shall no longer have the authority or responsibility to regulate traffic thereon.
- H. Road Improvements, Generally. The road improvements listed in paragraph 1C (the "Road Improvements") above shall be constructed in accordance with road plans submitted by the Owner and approved by VDOT, and shall be dedicated to public use. All of the Road Improvements shall

be designed and constructed to applicable VDOT standards, including, without limitation, VDOT's Geometric Design.

1. **Polo Grounds Road Railroad Overpass.** Within ninety (90) days after the request by the County and the approval by VDOT, Owner shall cause to be installed, at Owners expense, a traffic signal at the Polo Grounds Road and Norfolk Southern Railroad Overpass. If, within ten (10) years after the date of issuance of the first (1st) CO for a single-family dwelling within the Project, the County has not so requested, (or VDOT has not approved the traffic signal within that time period) the Owner shall be relieved of any obligation to install a traffic signal.
2. **Trails, Parks and Civic Spaces.** The Owner shall provide the following improvements within the property:

- A. **Trail Network.** A primitive trail network (the "Trail Network"), consistent with the County's design standards for a Class B- type 1 primitive nature trail, shall be established within the Greenway as described within the Code of Development. The general location of the Trail Network is shown on the Application Plan; however exact trail locations shall be determined by the Owner based on site conditions and in coordination with the County. Installation of the Trail Network shall commence concurrently with the site work for the first Block developed within the Project and the entire trail network shall be substantially completed prior to issuance of the five hundredth (500th) Permit for a dwelling (other than a Multi-family dwelling, Assisted Living, nursing home, rest home or convalescent facility) within the Project. The Trail Network shall be determined to be substantially completed by the Albemarle County Engineer, or its designee.

Upon written request by the County, but not prior to the issuance of the five hundredth (500th) Permit for a dwelling within the Project, the Owner shall dedicate to the County an easement for public use over the Greenway area, as shown on the Application Plan. Prior to the County's request to dedicate such easement, the Owner may dedicate portions of the Greenway by easement concurrently with one or more subdivision plats for areas lying adjacent to the Greenway; provided however, that Owner may reserve in such easements, rights of access for grading, utilities and maintenance. Each subdivision plat shall depict the Greenway area to be dedicated and shall bear a notation that the Greenway area is dedicated for public use. If, at the time the County requests dedication of the Greenway, any part of the Greenway that has not been dedicated by subdivision plat, shall be (within six (6) months of such request) at Owner's cost, surveyed, platted and recorded with one or more deeds of easement dedication.

Pursuant to signage plan approval by the Rivanna Water and Sewer Authority (the "RWSA"), the Owner shall install signage along the Trail Network within the Dam Break Inundation Zone designating evacuation routes. Signage shall be installed as the Trail Network is established.

- B. **Parks and Civic Spaces.** The Owner shall provide not less than 3.2 acres of land within the Project for Parks and Civic Spaces as described in the Code of Development and generally shown on the Application Plan. Each Park or Civic Space shall be substantially completed prior to the issuance of the fortieth (40th) CO for a residential dwelling unit in the Block in which it is located. Parks and Civic Spaces shall be conveyed to and maintained by the Owner's Association.

3. **Cash Proffer for Capital Improvements Projects.**

- A. The Owner shall contribute cash on a per "market-rate" dwelling unit basis in excess of the number of units that are allowed by right under the zoning in existence prior to the approval of this ZMA 2015-007 for the purposes of addressing the fiscal impacts of development on the County's public

facilities and infrastructure, i.e., schools, public safety, libraries, parks and transportation. For the purposes of this Proffer 3, the number of units allowed by right under the R-1 Residential zoning is two hundred sixty-nine (269) single-family detached units. A "market rate" unit is any dwelling unit in the Project that is not either a For-Sale Affordable Housing Unit or For-Rent Affordable Unit as described in Proffer 4 ("Market Rate Unit"). The cash contributions shall be Seven Thousand Three Hundred and Thirty-three and 18/100 Dollars (\$7,333.18) for each single family detached Market Rate Unit, other than a constructed For-Sale Affordable Dwelling Unit within the Project qualifying as such under Proffer 4. In other words, the cash contribution for market rate single family units shall begin after the issuance of a CO for the 269th single family dwelling unit and prior to the issuance of a CO for the 270th single family dwelling unit. The cash contributions for each single family attached Market Rate Unit shall be Five Thousand Four Hundred and Forty-seven and 57/100 Dollars (\$5,447.57), other than a constructed For-Sale Affordable Housing Unit or a For Rent Affordable Housing Unit within the Project qualifying as such under Proffer 4. The cash contributions for each multifamily Market Rate Unit shall be Seven Thousand Four Hundred Nineteen and 91/100 Dollars (\$7,419.91), other than a constructed For Sale Affordable Housing Unit or For Rent Affordable Housing Unit within the Project qualifying as such under Proffer 4.

4. Affordable Housing.

The Owner shall provide affordable housing equal to fifteen percent (15%) of the total number of residential units constructed on the Property. For example, if one thousand (1000) total units are constructed in the Project, one hundred fifty (150) units, or their equivalent, are required to be provided to satisfy this Proffer 4, subject to paragraph 4C. The Owner or its successors in interest reserve the right to meet the affordable housing objective through a variety of housing types, including but not limited to for sale units, rental units, accessory units and Carriage Units, ("Affordable Units") or through cash contributions, as more particularly described in sections 4A, 4B and 4C below.

For the additional 300 residential units requested with ZMA202400008, the Owner shall provide affordable housing equal to twenty percent (20%) of the residential units constructed above the 1550 units that were approved in ZMA 201500007.

A. For-Sale Affordable Housing Units. All purchasers of the For-Sale Affordable Housing Units, (defined below) shall be approved by the Albemarle County Housing Office or its designee. "For-Sale Affordable Housing Units" shall be dwelling units offered for sale at prices for which households with incomes less than eighty percent (80%) of the area median income may qualify, and shall not exceed sixty-five percent (65%) of VHDA's Maximum Sales Price for first-time homebuyers. The Owner shall provide the County or its designee a period of one hundred twenty (120) days to identify and prequalify an eligible purchaser For-Sale Affordable Housing Units. The one hundred twenty (120) day period shall commence upon written notice from the Owner that the unit(s) shall be available for sale. This notice shall not be given more than ninety (90) days prior to receipt of the Certificate of Occupancy for the applicable For-Sale Affordable Housing Unit; the County or its designee may then have thirty (30) days within which to provide a qualified purchaser for such For-Sale Affordable Housing Unit. If the County or its designee does not provide a qualified purchaser during the one hundred twenty (120) day period, the Owner shall have the right to sell the unit(s) without any restriction on sales price or income of the purchaser(s). Carriage Units, as defined in the Code, shall not exceed twenty-five percent (25%) of the total Affordable Units.

B. For-Rent Affordable Housing Units.

- (1) Rental Rates. The initial net rent for each rental housing unit for which Owner seeks qualification for the purposes of this Proffer 4, ("For-Rent Affordable Housing Unit") shall not exceed the then-current and applicable maximum net rent rate approved by the Albemarle County Housing Office. In each subsequent calendar year, the monthly net rent for each For-Rent Affordable Housing Unit may be increased up to three percent (3%). For purpose of this Proffer 4B, the term "net rent" means that the rent does not include tenant-paid utilities. The requirement that the rents for such For-Rent Affordable Housing Units may not exceed the maximum rents established in this paragraph 4B shall apply for a period of ten (10) years following the date the certificate of occupancy is issued by the County for each For-Rent Affordable Housing Unit, or until the units are sold as low or moderate cost units qualifying as such under either the Virginia Housing Development Authority, Farmers Home Administration, or Housing and Urban Development, Section 8, whichever comes first (the "Affordable Term").
- (2) Conveyance of Interest. All deeds conveying any interest in the For-Rent Affordable Housing Units during the Affordable Term shall contain language reciting that such unit is subject to the terms of paragraph 4B. In addition, all contracts pertaining to a conveyance of any For-Rent Affordable Housing Unit, or any part thereof, during the Affordable Term shall contain a complete and full disclosure of the restrictions and controls established by this paragraph 4B. At least thirty (30) days prior to the conveyance of any interest in any For-Rent Affordable Housing Unit during the Affordable Term, the then-current Owner shall notify the County in writing of the conveyance and provide the name, address and telephone number of the potential grantee, and state that the requirements of this paragraph 4B(2) have been satisfied.
- (3) Reporting Rental Rates. During the Affordable Term, within thirty (30) days of each rental or lease term for each For-Rent Affordable Housing Unit, the then-current Owner shall provide to the Albemarle County Housing Office a copy of the rental or lease agreement for each such unit rented that shows the rental rate for such unit and the term of the rental or lease agreement. In addition, during the Affordable Term, the then-current Owner shall provide to the County, if requested, any reports, copies of rental or lease agreements, or other data pertaining to rental rates as the County may reasonably require.

C. Cash in lieu of Constructing Affordable Dwelling Units.

In lieu of constructing For-Sale, or For-Rent Affordable Dwelling Units for fifteen percent (15%) of the total number of Units, the Owner has the option to make a cash contribution to Albemarle County for the affordable housing program in the amount of Twenty-Four Thousand and Three Hundred Seventy Five Dollars (\$24,375.00) (the "Affordable Housing Cash Proffer") for each such unit as follows: the Owner shall exercise the option to make, and thereby shall pay the Affordable Housing Cash Proffer to the County, if the Affordable Housing requirement has not been proportionally met otherwise, in four (4) installments; after an inspection and prior to the issuance of approval of a CO for each of the two hundredth (200th), five hundredth (500th), eight hundredth (800th), and one thousandth (1000th) dwelling unit within the Project. The total Cash in lieu contribution due to Albemarle County at each of the four (4) payment periods as noted above shall be calculated based on the total number of Certificates of Occupancy issued for Market Rate and Affordable Housing Units.

5. Cost Index.

Beginning January 1 of each year following the approval of ZMA 2015-007, the amount of each cash contribution required by Proffers 3 and 4 (collectively, the "Cash Contributions" and individually "Cash Contribution") shall be adjusted annually until paid, to reflect any increase or decrease for the proceeding

calendar year in the Marshall and Swift Building Cost Index for masonry walls in the Mid-Atlantic ("MSI"). The annual adjustment shall be made by multiplying the proffered Cash Contributions amount due for the preceding year by a fraction, the numerator of which shall be the MSI as of December 1 in the preceding calendar year, the denominator of which shall be the MSI as of December 1 in the year preceding the calendar year most recently ended (the "Annual Percentage Change"). By way of example, the first annual adjustment shall be $\$7,333.18 \times 2017 \text{ MSI} / 2016 \text{ MSI}$. Each annual adjustment shall be based on the amount of the proffered Cash Contribution due for the immediately preceding year based on the formula contained in this Proffer 5 (the amount derived from such formula shall be referred to hereinafter as the "Cash Contribution Due"), provided, however, in no event shall the Cash Contribution amount paid by the Owner be less than Seven Thousand Three Hundred Thirty-three and 18/100 Dollars \$7,333.18 per single family detached Market Rate Unit and Five Thousand Four Hundred Forty-seven and 57/100 Dollars \$5,447.57 per single family attached Market Rate Unit and Seven Thousand Four Hundred Nineteen and 91/100 Dollars \$7,419.91 per multifamily Market Rate Unit under Proffer 3 or Twenty-Four Thousand and Three Hundred Seventy Five Dollars \$24,375.00 per affordable dwelling unit under Proffer 4 (the "Minimum Cash Contribution"). The Annual Percentage Change shall be calculated each year using the Cash Contribution Due, even though it may be less than the Minimum Cash Contribution, HOWEVER, the amount paid by the Owner shall not be less than the Minimum Cash Contribution. For each cash contribution that is being paid in increments, the unpaid incremental payments shall be correspondingly adjusted each year.

6. Credit For In-Kind Contributions.

Notwithstanding the provisions of these Proffers to the contrary, the Owner's obligation to pay Cash Contributions shall not commence until the number of units, to which such Cash Contributions apply have been completed that results in what would otherwise have been a total Cash Contribution equal to the total value of: i) the Elementary School Site, and related improvements to be completed by Owner, ii) the High School Site, iii) the Polo Grounds Road Improvements, iv) Route 29 Intersection Improvements, v) Ashwood Boulevard Connection, and vi) the Trail Network, (collectively referred to as the "In-kind Contribution"). The In-Kind Contribution amount shall be \$28,336,662.00. The In-kind Contribution reflects the value of the improvements that the Owner has committed to make in these proffers that are for the benefit of the public. In other words, the Owner shall not be required to pay any per unit Cash Contributions until the time of the issuance of the building permit for a new unit completed after applying a credit for the In-kind Contribution. In the event that the Project is completed prior to the balance of the In-kind Contribution being exhausted, any remaining balance of the In-kind Contribution may not be applied for any other project or development.

7. Elementary School Site.

Within one year after written request by the County, but in no event earlier than one year after the date of issuance of the first (1st) CO issued for a dwelling within the Project, the Owner shall dedicate to the County, by General Warranty Deed and without consideration, fee simple title to a parcel of land for a public elementary school of, as shown on Figure E: Brookhill School Sites Exhibit and labeled "Elementary School Site" (the "Elementary School Site"). The Elementary School site shall not be less than seven (7) acres, and shall abut a publicly-dedicated right of way. The Elementary School Site shall be a graded and compacted pad site with water, sewer and electricity utility connections constructed to the edge of the parcel to accommodate an elementary school according to standards of the County School Division's Building Services Department. At the option of the County, and in lieu of the construction of a school, a public park may be established by the County on the Elementary School Site.

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Until such time that the County requests the Elementary School Site, the site shall be available as a park and may include amenities such as playing fields, a covered pavilion, sport courts and parking.

8. Public High School or Institutional Use Site.

Within one year after written request by the County, the Owner shall dedicate to the County, by General Warranty Deed and without consideration, fee simple title to a parcel of land for a public high school, and/or such other use as the County may determine suitable, of not less than fifty (50) acres abutting a publicly-dedicated right of way, as shown on Figure E: Brookhill Schools Sites Exhibit and labeled "High School Site" (the "High School Site"). The High School Site shall be conveyed as-is, without any improvements or warranty as to suitability.

9. Historic Resources.

- A. National Register of Historic Places Eligibility. The existing Brookhill dwelling is eligible for the National Register of Historic Places. Owner shall address any adverse impact to this designation as part of the Section 106 Review under the National Historic Preservation Act of 1966 (NHPA), which is administered by the Virginia Department of Historic Resources (DHR).
- B. Cemetery Delineation. Owner shall i) delineate any cemeteries encountered within the Project on the site plan or subdivision plat for the area to be developed which contains such cemetery or cemeteries, and ii) submit a treatment plan for any such cemetery for approval by the County Director of Community Development, or its designee at the plan or plat review.
- C. Greenway Area Woodlands Camp. There shall be no land disturbance by Owner or by any of its licensees, or successors of the Woodlands Camp located in the Greenway Area and identified in the Phase I Historic Resources Study for the Project.

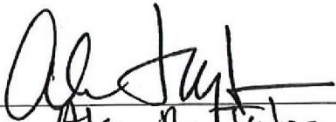
This Proffer Statement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.


[Signature Pages to Follow]

WITNESS the following signature:

OWNER of Tax Map Parcel 04600-00-00-018A6 and 04600-00-00-018A7:


BROOKHILL TOWN CENTER, LLC, a Virginia limited liability company


By: 
Name: Alan R. Taylor
Title: President
Date: 8/12/2025

By: 
Name: Alan R. Taylor
Title: President
Date: 9/3/2025

OWNER of Tax Map Parcel 04600-00-00-019B6:

RBD MULTI-FAMILY HOLDINGS II, LLC, a Virginia limited liability company

By: 
Name: Alan P. Taylor
Title: President
Date: 8/12/2025

By: 
Name: Alan P. Taylor
Title: President
Date: 9/3/2025