



EXECUTIVE VICE PRESIDENT
AND CHIEF FINANCIAL OFFICER

October 1, 1997

MEMORANDUM

TO: Robert W. Tucker, Jr.
Gary B. O'Connell

FROM: Leonard W. Sandridge

SUBJECT: ECC Lease

Attached are the three originals of the ECC lease, with all of the state and University signatures. We regret that state approvals slowed down the project. I hope that you will now be able to move forward quickly with construction.

We look forward to participating in the planning process for Phase II. We have greatly benefited from the location of the temporary fire station at this site, and the building of a permanent facility is a significant factor in the University's agreement to provide this frontage property for the ECC.

Please contact Susan Harris (924-7120) or me if you have any questions about the lease.

LWS:sgH

cc: Susan Harris
Michael Sheffield
Colette Capone
Robert Dillman



UNIVERSITY OF VIRGINIA · FACILITIES MANAGEMENT

Facilities Planning and Construction Department

MEMORANDUM

October 1, 1997

TO: Leonard W. Sandridge
Colette Capone

VIA: Susan Harris

FROM: Melanie Besio *Melanie*

SUBJ: Ground Lease with City/County for
Emergency Communications Center

ENC: Original Documents (3); **For Signature**
Supporting Documentation

It is with tremendous pleasure that I transmit three originals of the Emergency Communications Ground lease for Leonard's signature.

Susan Harris has prepared a cover memorandum for transmittal of the lease documents to the City and County. According to Mr. Wayne Campagna, the City Manager and County Executive stand ready to sign as soon as the documents are delivered.

Thank you.

file: e7777\win\lwssigec.doc

c: Wayne Campagna, Robert P. Dillman, Susan Harris, Tom Leback, Kenneth G. Smith, P.E.

LEASE NO. 207-L0131

GROUND LEASE AGREEMENT

by and between

THE RECTOR AND
VISITORS OF THE UNIVERSITY OF VIRGINIA

and

THE CITY OF CHARLOTTESVILLE

and

THE COUNTY OF ALBEMARLE, VIRGINIA

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GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (herein called "Ground Lease") made and executed this 3RD day of OCTOBER 1997, by and between THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA (herein the "Landlord" or "UVA") and the CITY OF CHARLOTTESVILLE, VIRGINIA ("City") and the COUNTY OF ALBEMARLE, VIRGINIA ("County") (herein together called the "Tenant");

WITNESSETH THAT:

Landlord and Tenant do hereby mutually covenant, promise and agree as follows:

ARTICLE 1. DEMISE, PROPERTY, TERM, RENT

1.01 Demise and Premises. Landlord does hereby demise and let unto Tenant, and Tenant does hereby lease and take from Landlord, for the term and upon the covenants, terms and conditions hereinafter set forth, and on the plat which is attached hereto as Exhibit A-1:

Parcel 'X', 2.078 acres, more or less, as shown on a plat by Roudabush, Gale and Associates, dated February 28, 1997, titled, Plat Showing Parcel 'X', 2.078 Acres and Parcel 'Y', 2.446 Acres, A Redivision of Parcels 30C, D, E, & F of County Tax Map 60, BEGINNING at an iron set in the southern margin of the U.S. Route 250 right-of-way, said iron being the common corner of Parcels 30E and 30C and being located along the curve of the Route 250 right-of-way and Arc Distance of 210.02 feet from an iron found, said iron being the common corner between Parcel 30D and Parcel 31, thence along the property line of Parcels 30E and 30C S 28° 42' 00" W a distance of 114.21 feet to a point, thence N 61° 18'00" W 6.00 feet, thence S 28°42'00" W 42.67 feet, thence S 61° 18'00" E 6.00 feet, thence S 28°42'00" W 134.07 feet to an iron set, said iron being a new corner to Parcel 'X', thence

continuing along a new line N 83° 53' 20" W 153.19 feet to an iron found, said iron being on the eastern property line of Parcel 30 along a 60 foot right-of-way to Parcel 30B, thence along the eastern boundary of Parcel 30 N 08°23'00"W 143.50 feet to an iron found, thence continuing along said boundary N 06°22'00" W 205.55 feet to an iron set in the eastern property line of Parcel 30, thence continuing along said boundary along a curve to the right having a Radius of 52.27 feet and a Delta of 131°48'13" for an Arc Distance of 120.24 feet to an iron set in the southern margin of the U.S. Route 250 right-of-way, said iron being east an Arc Distance of 14.50 feet from a Highway Monument found, thence along the southern right-of-way of Route 250, along a curve to the left having a Radius of 2,202.00 feet and a Delta of 07°44'50" for an Arc Distance of 297.74 feet to the POINT OF BEGINNING, containing 2.0726 Acres, more or less, said Parcel 'X' being a combination of a 0.4056 Acre portion of Parcel 30E, Parcel 30F, 1.0105 Acres and a 0.6565 Acre portion of Parcel 30D.

TOGETHER WITH each and every appurtenance, right, privilege and easement unto the aforesaid tract or parcel of ground belonging or in any wise appertaining (the aforesaid tract or parcel of ground and said appurtenances, rights, privileges and easements as well as any improvements thereon are herein collectively called the "Premises".)

1.02 Term. The term of this Lease ("Term") shall commence upon the date of execution (the "Commencement Date") and shall expire 50 (fifty) years after the Commencement Date (herein called the "Expiration Date") unless extended or sooner terminated as hereinafter provided.

1.03 Rent. Tenant shall pay to Landlord as the annual rent for the Term of this Lease the sum of one dollar (\$1.00) per year, paid in advance, receipt of which is hereby acknowledged.

ARTICLE 2. USE

2.01 Use. Tenant shall have the right, at its own cost and expense except as otherwise provided in this Agreement, to construct on any part or all of the Premises, at any time and from time to time and in accordance with the terms of this Lease Agreement, such improvements as Tenant shall from time to time determine, if Tenant has satisfied the other provisions of this Ground Lease. Tenant may at its option and at its own cost and expense, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Premises ("Improvements"), as it may deem desirable, including the demolition of any Improvement(s), provided the Tenant has satisfied the other provisions of this Ground Lease.

2.02 Restrictions on Use.

(a) The Premises shall be used solely for the purpose of constructing Improvements thereon and using the Improvements for activities related to public safety, including but not limited to emergency communications, fire and emergency medical services and storage space. With the prior written consent of the Landlord the Premises may be used for a different purpose that is compatible with the then existing use by the Landlord of the surrounding property, which consent shall not be unreasonably withheld. Any other use requires the prior written consent of the Landlord, which consent Landlord reserves the right to withhold in Landlord's sole and absolute discretion.

(b) Tenant hereby agrees that Tenant shall oversee the maintenance of the Premises and any Improvements constructed thereon, to insure that the Premises are kept in good condition and repair, during the term of this Lease.

ARTICLE 3. REZONING AND ADMINISTRATIVE LAND USE APPROVALS

3.01 Application for Rezoning. If Tenant, for the purposes of constructing the Improvements or using the Premises as provided in Article 2 of this Agreement, requires or prefers that any part of the Premises be rezoned, the Landlord, in conjunction with the Tenant shall prepare for filing by the Landlord, an appropriate application to rezone. In addition, Tenant shall, for the purposes of constructing the Improvements on Premises, have prepared a revised plat of the Premises with the lot lines redrawn so that the Improvements, when built, will be located on one lot, with the exception of the motorcycle storage facility.

3.02 Consent to Rezoning. The Landlord hereby consents to join with Tenant in rezoning and revision of the plat or subdivision as may be required for the purposes of Tenant constructing the Improvements, and agrees to execute promptly any documents reasonably required and/or requested to accomplish said rezoning and re-surveying, or subdivision, including but not limited to proffered condition statements, affidavits, notice statements, confirmation of consent, and the like, which are not in derogation of Landlord's rights in the Lease. However, such consent and execution of any documents does not subject Landlord to the County's jurisdiction under such ordinances, except as provided for in the 1986 Three Party Agreement between the City, County, and University. These limitations and conditions will be noted on all applications or other documents requested by Tenant.

3.03 Administrative Approvals. Landlord shall seek and obtain all required state approvals for demolition and construction on Premises prior to initiation of the project. The Tenant shall execute promptly any and all applications for site plan approvals, grading permits, building permits and special use permits, and any and all such other applications or documents necessary to obtain all approvals to construct, occupy and use a building or buildings of sufficient size and dimensions to house an emergency communications center, a police, fire and emergency medical services dispatch center and storage space, including a 1600 square foot storage area for use by Landlord, as is more fully described in Exhibit A-2, attached hereto and made a part hereof.

3.04 Compliance with Conditions. In the event any condition shall be imposed by governmental authorities with respect to the granting of any and all said approvals which require improvements to be made to the Premises, then Tenant shall comply, at Tenant's expense, with said condition.

3.05 Inability to Obtain Rezoning, Subdivision, Site Plan, or Special Use Approvals. Landlord and Tenant shall cooperate with efforts to obtain said rezoning or subdivision, if necessary, and special use permit approvals ("Approvals") subject to 3.02 above. In the event Tenant shall be unable to obtain any necessary approval then at any time thereafter Tenant may elect to terminate and cancel this Ground Lease by giving notice of such election to the Landlord. If Tenant does not obtain necessary Approvals and begin construction on the Premises within five years of final approval of the Site Plan, then Landlord shall have the right to terminate the lease.

Neither party shall be liable to the other for any damages which the other party may sustain by reason of the inability to obtain said Approvals.

3.06 Expenses of Approvals. Any expense incurred by Landlord in obtaining said Approvals shall be paid by Tenant.

3.07 Soil Tests and Toxic Wastes.

(a) The Tenant shall have the right to enter upon the Premises for the purpose of making, at Tenant's expense, such engineering studies, tests and surveys (collectively the "Studies") as Tenant deems desirable in connection with the proposed development of the Premises including, but not limited to test borings and other soil tests and investigations to determine if the Premises are suitable for development or there exists upon or beneath the surface of the Premises hazardous or toxic wastes as defined in Federal Law ("hazardous or toxic waste" shall include asbestos and other contaminants contained in the existing structure.) The Tenant shall provide to the Landlord, without cost, copies of the Studies. The Tenant shall pay any and all costs incurred by the Landlord resulting from Tenant's entry upon the Premises and the conducting of the Studies, except as provided for in subsection (b), below.

(b) In the event that the Studies and/ or on-site construction activities disclose evidence of existing hazardous or toxic wastes, Tenant shall promptly notify Landlord and Landlord shall ameliorate any toxic or hazardous waste contamination, but Landlord shall not be obligated to expend in excess of \$50,000 to ameliorate toxic or hazardous waste on the Premises. If the Landlord does not ameliorate the toxic or hazardous waste because the cost to do so exceeds \$50,000, then Tenant shall have the right to terminate this Lease by giving written notice to Landlord within 90 days of notice from Landlord, whereupon, except for the obligation of the

Tenant to the Landlord to rough-grade and stabilize the site, which Tenant hereby agrees to perform, neither party shall have further liability to the other under this Lease. If the Tenant determines that any other site conditions prohibit development of the Premises in accordance with its plans, it shall notify Landlord within 30 days of such site conditions coming to its attention. If the Landlord does not elect to ameliorate the conditions, the Tenant or Landlord may terminate the Lease upon written notice to the other within 90 days of the Landlord's election not to so ameliorate.

ARTICLE 4. CONSTRUCTION OF IMPROVEMENTS

4.01 Tenant's Duty to Construct Improvements.

(a) Tenant, at Tenant's sole cost and expense, shall cause an architect or engineer, as appropriate, to prepare a graphic plan of the Premises, preliminary plans, sections, elevation and other materials including but not limited to the Site Plan (herein collectively called "Preliminary Plans") with respect to the proposed Improvements, which shall be executed by an architect or engineer, as appropriate, licensed to practice in the Commonwealth of Virginia, disclosing the matters and details of the Project. Landlord shall have the right to approve the Preliminary Plans, which approval shall not be unreasonably withheld or delayed.

(b) Tenant, at Tenant's sole cost and expense, shall cause actual working drawings and specifications (including drawings of a motorcycle storage facility on Landlord's property adjacent to the Premises) with respect to the proposed Improvements (herein called "Final Plans"), which shall be logical extensions of the approved Preliminary Plans, to be prepared

and shall submit the same to Landlord, for Landlord's information and approval, which approval shall not be unreasonably withheld or delayed.

(c) Landlord hereby agrees to seek the necessary state approvals for the demolition of the existing structures located on the Premises. State approvals for demolition of a structure on state land are required under Code of Virginia § 2.1-488.4B. Upon Landlord's written notice of approval, including any stipulated conditions of said approval, Tenant shall proceed, at Tenant's sole cost and expense except as otherwise provided in this Lease Agreement, to demolish the existing structures in accordance with any stipulations made by Landlord.

(d) Landlord hereby grants Tenant permission, and Tenant, at Tenant's sole cost and expense, shall construct the building and other improvements upon the Premises substantially in accordance with the Final Plans, and shall install therein fixtures, equipment and apparatus to be used in connection with the operation and maintenance thereof, except the motorcycle storage facility, which, if constructed in accordance with plans approved by the Landlord, and at the Landlord's request, shall be at the cost and expense of Landlord.

4.02 Changes, Alterations and Additional Construction.

Tenant covenants and agrees that, except as shown on the Final Plans, no additional building or other structure or improvement shall be commenced, erected or maintained on the Premises without first obtaining Landlord's written approval, which shall not be unreasonably withheld. No change, alteration or addition (hereinafter "Alterations") in or to the Improvements or such additional building or other structure or improvement shall be commenced, erected or maintained on the Premises except for interior changes, alterations and additions which do not affect the exterior of the structure or the Premises (which Tenant shall be permitted to make without

Landlord's approval) without Landlord's prior written approval. Final Plans for erection of a fire station must be approved by the Landlord prior to construction of the fire station.

4.03 Manner of Completion.

(a) All Improvements and Alterations prior to occupancy shall be constructed and completed by Tenant, without expense to Landlord except as specifically stated in this Lease agreement, in a good, first class and workmanlike manner, and substantially in compliance with the approved Final Plans therefor and all applicable permits and authorizations and building and zoning laws and with all other applicable laws, ordinances, orders, rules, regulations and other requirements of all federal, state, and local governments, departments, commissions, boards, and officers, and in compliance with the terms and conditions of this Lease.

(b) The cost of the Improvements and Alterations shall be paid by Tenant so that the Premises, Improvements and Alterations shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Premises, Improvements, and Alterations.

(c) Upon completion of the construction of each Alteration in accordance with the provisions hereof, each such Alteration shall be deemed to be and shall constitute part of the Improvements for all purposes of this Lease.

(d) Promptly upon completion of the Improvements and each Alteration, Tenant shall deliver to Landlord one print set of "as-built" drawings thereof.

(e) If Tenant, for any reason, fails to contract with a contractor and begin construction of the Improvements within five years of final approval of the Site Plan, Landlord

reserves and has the right to cancel this Lease without any further cost or obligation to Tenant or Landlord.

(f) If either the City or the County fails to appropriate the necessary funds to construct the Improvements, then this Lease Agreement shall automatically terminate without any further cost or obligation to the Landlord.

4.04 Title to Improvements and Alterations.

(a) Title to all Improvements and Alterations when made, erected, constructed, installed or placed by Tenant upon the Premises shall be held by and remain in Tenant until the expiration of the Term hereof, which is specified in section 1.02 of this Lease Agreement, unless this Lease shall be sooner terminated as herein provided. Construction of any facilities financed by Landlord shall be owned by Landlord.

(b) If during the Term of this Lease, Tenant no longer needs or can use the Improvements and Alterations for the use specified in Article 2 of this Lease Agreement, Tenant shall notify Landlord one year in advance of Tenant's intention to vacate the Premises. In such event, Landlord shall have the option to purchase the Improvements and Alterations at a cost of 65% of the then fair market value of the Improvements and Alterations as determined by two independent appraisals (excluding the value of any Improvements and Alterations constructed at Landlord's expense), or to lease the Improvements and Alterations at market rates. If Landlord does not notify Tenant within six months of the notice of Tenant's intention to vacate the Premises, of its intention to purchase or lease the Improvements and Alterations, then Tenant may sublease or assign the Lease in accordance with the restrictions on use contained in Article 2 of this Lease Agreement, for the remainder of the Term. If Tenant subleases the Premises, then

Tenant shall remain responsible for the performance under this Lease, including liability for any default by its sublessee. Any sublease or assignment must conform with the requirements of Article 15 of this Lease Agreement, and all other terms and conditions of this Lease.

(c) The lease shall expire at the end of the Term. Upon expiration of the lease, title to all Improvements and Alterations shall pass to, vest in and belong to Landlord without remuneration to Tenant for the value of the Improvements and Alterations.

(d) During the Term hereof, Tenant alone shall be able to claim depreciation on the Improvements and Alterations for all purposes.

4.05 Landlord's Right to Inspect New Construction. Landlord shall have the right from time to time during the course of construction of the Improvements or any Alteration to inspect the work being done to ensure that the same is being constructed in substantial accordance with the approved Final Plans therefore. Landlord shall notify Tenant in writing of any noted deviation from approved Final Plans, and Tenant shall remedy or seek approval from Landlord, of changes within 30 days of notice by Landlord.

4.06 Communication Tower. In the event that a communication tower is proposed for construction on the Premises, all proceeds, including those that are gained from leasing space on the tower, will go to Landlord. Further, construction of any such tower shall be reviewed and approved by Landlord in advance.

ARTICLE 5. IMPOSITIONS AND PAYMENT THEREOF

5.01 Capital Expenditures. In addition to construction costs of Improvements, Tenant at Tenant's sole cost and expense, shall pay all charges and assessments for installation of water and sewer lines, telephone service and telephones, electricity, gas lines, and any and all other utilities and fixtures necessary for beneficial occupancy of the Premises. Tenant, at Tenant's sole expense, shall also arrange for payment of all other fees, including license and permit fees and other governmental charges, general or special, ordinary or extraordinary, unforeseen and foreseen, of any kind and nature whatsoever (including any penalties and interest thereon) which at any time may be assessed, levied, imposed upon, or become due and payable out of or in respect of the construction of the Improvements on the Premises, or any part thereof or any appurtenance thereto (all such assessments, charges, installation of public utilities, license and permit fees and other governmental charges being hereinafter collectively called "Impositions," and any of the same being hereinafter individually called "Imposition.")

5.02 Evidence of Payment. The Tenant shall furnish to Landlord, upon written request, for inspection within thirty (30) days after the date when any Imposition would become delinquent, a photocopy of the official receipt of the appropriate authority, or, in lieu thereof, other proof satisfactory to Landlord evidencing payment of such Imposition.

5.03 Connection Charges. The Tenant shall promptly reimburse Landlord for any sewer or other connection charges paid by Landlord and allocable to the Premises. Any credits or refunds made on account of the payment of such charges allocated as aforesaid, shall belong to the Tenant to the extent the Tenant has reimbursed Landlord for such charges.

5.04 Ongoing Operating Costs.

(a) Representatives of the County, the City, and UVA, entered into an agreement for managing a Joint Dispatch Center and "911" telephone system, and set up a "Management Board" to manage these functions. This agreement, dated January 20, 1984, which is attached to and incorporated in this Lease Agreement as Exhibit B, shall control operation of the Emergency Communications Center ("ECC"), including allocation among the County, City and UVA of the ongoing operating costs of the ECC, unless superseded by another agreement between the parties, in which case the superseding agreement shall become a part of and incorporated into this Lease Agreement. Ongoing operating costs shall include but are not limited to any required major repairs and capital improvements that the parties agree are necessary for operation of the ECC, maintenance costs, repair and replacement of equipment and fixtures, water and sewer rental charges and all ongoing charges for gas, electricity, telephone and communication services and other utility services used, rendered or consumed upon the Premises and Improvements during the Term hereof.

(b) If and when a fire station is erected on the Premises, ongoing operating costs of the fire station shall be negotiated among the County, City and UVA and shall be set out in a written agreement.

ARTICLE 6. SURRENDER

6.01 Delivery of Possession. Tenant shall and will on the last day of the Term, or upon any earlier or later termination of this Lease, or upon any re-entry by Landlord upon the Premises as provided herein, well and truly surrender and deliver up the Premises and Improvements into the possession and use of Landlord without delay and in the condition in which Tenant has

agreed to maintain them pursuant to the provisions of this Lease, free and clear of all lettings and occupancies, and free and clear of all liens and encumbrances other than those authorized by Landlord.

6.02 Retention of Personal Premises. Any such personal property of Tenant, Tenant's employees or of any sublessee, which shall remain in or on the Premises for more than sixty (60) days after the expiration of the Term or earlier or later termination of this Lease and the removal of Tenant or such sublessee from the Premises, may, at the option of Landlord, either be deemed to have been abandoned by Tenant, Tenant's employees or such sublessee in which case the same may be retained by Landlord as Landlord's property, or be disposed of, without accountability, in such manner as Landlord may see fit, or Landlord may require Tenant to remove the same at Tenant's expense. In case of any such removal, the cost of repairing any damage to the Premises or Improvements arising from such removal shall be borne by Tenant.

6.03 Survival. The provisions of this Article 6 shall survive any termination of this Lease.

ARTICLE 7. INSURANCE

7.01 Insurance During Construction. From the date on which demolition of any existing structures is commenced, and continuing through the construction of any Improvements or any Alterations until the date of completion thereof, Tenant shall effect and maintain, at Tenant's sole cost and expense, builder's all risk and extended coverage insurance covering liability for any claim that may arise in connection with the demolition of the existing buildings and, with respect to any Improvements or Alterations being constructed, to one hundred per cent (100%) of the insurable value thereof, such insurance to include coverage of items of labor and

materials connected therewith, whether in or adjacent thereto, and materials and equipment in place or to be used as part of the permanent construction thereof. This insurance shall provide coverage against any claims arising out of the work performed by or on behalf of Tenant pursuant to sections 4.01(c) and 4.01(d) of this Lease. To the extent that Landlord performs work on the leased premises, Landlord shall provide liability coverage for its activities.

7.02 Fire Insurance. During the Term hereof, the Management Board, at the Board's sole cost and expense, shall keep all buildings and Building Equipment constituting part of the Improvements and all Alterations immediately from and after the completion of each of them, insured at replacement value against loss or damage by fire or by any other cause through a program of self insurance or comparable commercial policies.

7.03 Other Insurance. The Management Board, at the Board's sole cost and expense shall also during the Term self-insure or purchase comparable commercial coverage as to general or comprehensive public liability insurance of not less than one million dollars per occurrence, against any claims for bodily injury, death or property damage, occurring on, in or about the Premises and the Improvements, and against contractual liability of any such claims.

7.04 Insurers. All insurance provided for in this Article 7, except in the instances of self insurance, shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Virginia and are well rated by national rating organizations.

7.05 Insureds. All policies of insurance provided for in this Article 7 shall name Landlord as an additional insured.

7.06 Blanket Insurance Policies. Nothing in this Lease shall prevent Tenant or the Management Board from taking out insurance of the kinds required by this Article 7 under a blanket insurance policy or policies maintained by Tenant or the Management Board in respect to other property owned or operated by Tenant or the Board, as well as the Premises and Improvements; provided, however, that (i) any such policy of blanket insurance shall specify therein, or Tenant or the Board shall furnish Landlord with a written statement from the insurer under such policy so specifying, the amount of the total insurance allocated to the Improvements, which amount shall be not less than the amount required herein, (ii) any such policy of blanket insurance of the kind provided for by Section 7.01 and 7.02 hereof shall specify that any loss payable thereunder shall be payable first in respect of the Improvements without regard to the contents thereof, (iii) any policy of blanket insurance hereunder shall comply in all respects with the other provisions of this Article 7, and (iv) the protection afforded Landlord, Tenant and the Management Board pursuant to Section 7.03 under any policy of blanket insurance hereunder shall be no less than that which would have been afforded under a separate policy or policies relating only to the Premises and the Improvements.

7.07 Notice of Cancellation. Each policy or certification therefor obtained by Tenant or the Board pursuant to this Article 7 shall contain an express agreement by the insurer that such policy shall not be canceled or modified without at least thirty (30) days' prior written notice to Landlord.

7.08 Certificate of Insurance. During the term of the Lease, Tenant shall provide Landlord with the certificates of insurance as evidence of Tenant's compliance with Article 7 of this Lease.

ARTICLE 8. PERFORMANCE

If the Tenant shall at any time fail to pay any Imposition in accordance with the provisions of Article 5 hereof, or to take out, pay for, maintain or deliver any of the insurance policies (or certificates of the insurers) required by Article 7 hereof, or shall fail to make any other payment or perform any other act on the Tenant's part to be made or performed under this Lease and (i) such default shall continue for a period of thirty (30) days after written notice as to a default in the payment of any sum of money or (ii) as to any default other than in the payment of money, if within sixty (60) days after notice by Landlord to the Tenant, the Tenant shall not have cured such default or shall not have commenced and is not diligently proceeding to cure it, or (iii) without notice if an emergency exists, Landlord may (but shall be under no obligation to):

- (a) Pay such Imposition,
- (b) Take out, pay for and maintain such insurance policy or policies, or
- (c) Make sure of payment or perform such other act, as the case may be, and take all such action as may be necessary with respect thereto.

All sums paid by Landlord and all costs and expenses incurred by Landlord pursuant to this Article 8, together with interest thereon at the annual rate of six percent (6%) (but not in excess of the rate which would constitute usury) from the respective dates of payment of such sums or incurring of such costs and expenses shall constitute Additional Rent payable by the Tenant under this Lease and shall be payable by the Tenant to Landlord on demand.

ARTICLE 9. COMPLIANCE WITH LAWS, ORDINANCES, ETC.

9.01 Compliance with Laws. Landlord warrants and represents that, to the best of its knowledge, as of the date hereof, the Premises is in compliance with all applicable laws, statutes, ordinances, orders, rules, regulations and requirements of any governmental entity having jurisdiction including, without limiting the generality hereof, those relating to toxic and/or hazardous wastes, as defined in Federal law. Throughout the Term of this Lease, Tenant and the Management Board will conform to, comply with and take any and all action necessary to avoid or eliminate any violation of, any present or future law, statute, order, rule, regulation or requirement of any federal or state government, department, commission, board or officers having jurisdiction, foreseen or unforeseen, ordinary as well as extraordinary, which shall be applicable to the Premises, Improvements, Alterations or the sidewalks, curbs, driveways and passageways and parking areas constituting part of the Premises or the Improvements or Alterations, or to the use or manner of use thereof by the Tenant or occupants thereof whether or not such law, ordinance, order, rule, regulations or requirement shall necessitate structural changes or improvements or interferes with the use and enjoyment of the Premises or the Improvements or Alterations.

9.02 Permits. Throughout the Term of this Lease, Tenant and the Management Board at their sole cost and expense, will procure and maintain all permits, licenses and authorizations required for any use of the Premises and the Improvements, or any part thereof, then being made, and for the lawful and proper operations and maintenance thereof.

ARTICLE 10. MECHANIC'S LIENS

Tenant shall not suffer or permit any mechanic's lien to be filed against the interest of Landlord or Tenant in the Premises or Improvements by reason of work, labor, services or

materials supplied to Tenant, the Premises, or the Improvements or Alterations, or any part thereof and agrees to protect and defend Landlord against any such lien, with the understanding that none of the parties to this Agreement are subject to mechanic's liens.

ARTICLE 11. INSPECTION OF PREMISES BY LANDLORD

Tenant agrees to permit Landlord and the duly authorized representatives of Landlord to enter the Premises and the Improvements at all reasonable times during usual business hours upon forty-eight (48) hours written notice for the purpose of:

- (a) inspecting the same, and/or
- (b) performing any work for which Tenant or the Management Board shall be responsible under the terms of this Lease not performed by Tenant or the Management Board after notice to Tenant or Board as set forth herein, provided, however, that Landlord shall not perform any such work if Tenant or Board has commenced and is diligently pursuing the work within thirty (30) days after such notice.

Landlord agrees, however, in connection with the inspection and/or doing of any such work to cause as little inconvenience, annoyance, disturbance, loss of business or other damage to the Premises and/or the Improvements as may reasonably be possible under the circumstances. Nothing herein contained shall imply any duty or obligation upon Landlord to make any repair or to perform any work which under any provision of this Lease Tenant or the Board is required to

make or perform, and the making or performing thereof by Landlord shall not constitute a waiver of Tenant's and the Board's default in failing to make or perform the same.

ARTICLE 12. TENANT'S ACCEPTANCE OF CONDITION OF PREMISES

Tenant agrees that Tenant is fully familiar with the physical condition of the Premises and any Improvements presently erected thereon. Landlord has made no representation of whatever nature in connection with the condition of any of the foregoing, and except as specifically agreed to in this Lease, Landlord shall not be liable for any latent or patent defect therein.

ARTICLE 13. DEFAULT BY TENANT

13.01 Event of Default. Tenant shall not be deemed to be in default hereunder unless an Event of Default, as hereinafter specified, has occurred. Each of the following shall constitute an "Event of Default" by Tenant hereunder:

(a) Failure on the part of Tenant to pay the Rent or any other sum of money called for herein, or any part thereof, when due, and continuance of such failure for sixty (60) days after written notice from Landlord to Tenant;

(b) Failure on the part of Tenant to comply with or perform any other term, covenant, condition or agreement to be complied with or performed by Tenant and continuance of such failure for sixty (60) days after written notice from Landlord to Tenant, or, if the failure is of such a character as cannot reasonably be cured within said sixty (60) days, failure to initiate within said sixty (60) day period such action as reasonably can be taken toward curing the same and/or failure to prosecute such action as promptly as is reasonably possible after said action is initiated.

13.02 Landlord's Remedies for Tenant's Default. If any Event of Default as defined in Section 13.01 shall have occurred and shall be continuing beyond those periods of time herein granted to cure the same, then Landlord may give Tenant notice of Landlord's intention to terminate this Lease on a date specified in such notice, which date shall not be less than ninety (90) days after the date of giving of such notice, and upon the giving of such notice and the expiration of said period, the Term hereof and the estate hereby granted with respect to the Premises shall expire on the date so specified in said notice with the same effect as if the date specified in said notice were the date hereinbefore fixed for the expiration of the Term of this Lease.

13.03 Force Majeure. It is covenanted and agreed that the time or times herein specified within which either party is required to perform any act or to do any thing in order to comply with the hereby terms and provisions of this lease shall be and they are each hereby extended to the extent that such party is delayed or hindered by any cause or causes beyond such party's control, which shall include, without limitation, all labor disputes, the elements, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental orders, regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or other causes and conditions beyond such party's control.

13.04 Remedies Not Exclusive. Except as herein specifically provided, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law. Landlord shall be entitled, to the extent permitted by law, to injunctive relief in case of the violation, or attempted or threatened

violation, of any covenant, agreement, condition or provision of this Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Lease, or to any other remedy allowed by law or in equity.

13.05 Waiver of Performance. No failure by Landlord or Tenant to insist upon the strict performance of any covenant, agreement, term or condition of this Lease on the part of either party to be performed, or to exercise any permitted right or remedy consequent upon a default therein, and no acceptance of payment of full or partial Rent by Landlord during the continuance of any such default shall constitute a waiver by either party of such default or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party and no default therein, shall be waived, altered, modified or terminated except by written instrument executed by the other party. No waiver of any default shall otherwise affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default therein.

ARTICLE 14. CONDEMNATION

14.01 Total Taking. In the event that the whole of the Premises and the Improvements, or the entire Improvements on the Premises, shall be taken by any governmental body under the exercise of the power of eminent domain or by agreement with any such governmental body in lieu of such taking (herein called a "Total Taking"), then this Lease shall terminate as of the date when possession thereof shall be delivered to the condemnor.

14.02 Apportionment of Award on Total Taking. The award with respect to any Total Taking shall be paid over to Tenant and shall be apportioned between Tenant and Landlord as follows:

(a) Tenant shall first receive an amount equal to the fair market value, at the time of taking, of the Improvements on the Premises; and the remainder of the award, if any, shall be paid to Landlord.

In the event the amount of the award attributable to the Improvements shall not be determined in the proceedings for the establishment thereof, then such amount shall be determined by the average of two independent appraisals.

All costs and expenses incurred by Landlord and Tenant in establishing the amount of the award shall be shared by Landlord and Tenant in the same proportion in which the entire award is apportioned.

14.03 Partial Taking. In the event that any portion or portions of the Premises or the Improvements and any Alteration thereon shall be taken by any governmental body under the exercise of the power of eminent domain or by agreement with any such governmental body in lieu of such taking (herein called a "Partial Taking"), then this Lease, as to the portion or portions so taken, shall terminate as of the date the possession thereof and shall be delivered to the condemnor, provided, however, that if, in Tenant's sole discretion, as a result of such Partial Taking, it is economically unfeasible to reconstruct or operate the improvements on the remaining portion of the Premises and Tenant so certifies to Landlord, then this Lease shall terminate thirty (30) days from the date of possession of the part taken shall be delivered to the condemnor.

14.04 Reconstruction. If during the term there shall be a Partial Taking and if this Lease shall not be terminated on account thereof pursuant to the provisions of Section 14.03, then Tenant, at Tenant's expense, may elect to repair and restore the building constituting part of the Improvements on the remaining portion of the Premises so that it constitutes an architectural unit with the same general character and condition, in the opinion of Landlord and Tenant, as the previous building, and this Lease shall remain in full force and effect with respect to such remaining portion of the Premises and Improvements.

14.05 Apportionment of Award on Partial Taking. The award with respect to any Partial Taking shall be paid to Tenant and shall be apportioned between Landlord and Tenant as follows:

(a) In the event Tenant shall be obliged to repair and reconstruct the Improvements as provided in Section 14.04, then the net amount of the award, after the payment of all costs and expenses incurred in the establishment thereof, shall be paid to and applied by Tenant to the cost of such repair and reconstruction; and if the net amount of any such award shall exceed the total cost of such repair and reconstruction, the balance thereof, upon the completion of such reconstruction shall belong to the Landlord.

(b) In the event that Tenant shall not be obliged to repair and reconstruct the Improvements, then the net amount of the award, after deducting the costs and expenses incurred in the establishment thereof, shall be paid to Tenant to the extent of the unamortized original cost of construction of the Improvements, and the balance shall be paid to Landlord.

All costs and expenses incurred by Landlord and Tenant in establishing the amount of the award shall be shared by Landlord and Tenant in the same proportion in which the entire award is apportioned.

14.06 Temporary Taking. In the event the taking or condemnation of the Premises, or the Improvements, or any part thereof, shall be for temporary use or occupancy, then this Lease and all of Tenant's obligations hereunder shall continue in full force and effect (except to the extent that performance by Tenant of Tenant's covenants and agreements is prevented by such taking), and there shall be no reduction or abatement of the Rent; Tenant shall be entitled to the entire award with respect to any such taking except that Landlord shall be entitled to any portion of such award allocable to any period of time beyond the Expiration Date, and the rights of Landlord and Tenant shall be unaffected by the other provisions of this Article 14 and shall be governed by applicable law. Tenant covenants that, upon the termination of any such period of temporary use or occupancy (only if prior to the expiration or termination of this Lease), Tenant, at Tenant's sole cost and expense, shall restore the Premises and the Improvements as nearly as may be reasonably possible to the condition in which the same were immediately prior to such taking. Unless an award is made to Tenant by the condemning authority for such purposes, if Landlord receives any award by way of the aforesaid apportionment, Landlord will pay such sum to Tenant to the extent necessary to reimburse Tenant for the cost of such restoration.

14.07 Settlement Agreement. For the purposes of this Lease, all amounts paid pursuant to an agreement with any condemning party which has been made in settlement of any condemnation or any eminent domain proceeding affecting the Premises or Improvements shall be deemed to constitute an award made in such proceeding.

ARTICLE 15. ASSIGNMENT AND SUBLETTING

15.01 Assignment or Other Transfer of Lease

(a) Tenant shall not assign this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld. No such assignment, with consent, shall be valid unless there shall be delivered to Landlord in due form for recording, within thirty (30) days after the date of the assignment: (i) a duplicate original of the instrument of assignment, and (ii) an instrument of assumption by the transferee of all of Tenant's obligations under this Lease.

(b) The obligations of this Lease shall bind and benefit the assignees and transferees of Tenant with the same effect as if mentioned in each instance where Tenant herein is named or referred to.

15.02 Subletting. Tenant shall not sublease all or any part of the Premises and/or Improvements without the prior written consent of Landlord.

ARTICLE 16. EXTENSION PRIVILEGES

16.01 Option. If the parties desire an extension of the Lease beyond the Term set out in Section 1.2 hereof, two years prior to the Expiration Date, the parties shall meet concerning an extension and negotiate in good faith.

ARTICLE 17. NOTICES AND APPROVALS

17.01 Notices. All notices, approvals, consents, demands and requests which may or are required to be given by one party to the other party shall be in writing and shall be deemed to have been properly given if and when delivered personally or sent by registered or certified mail, postage prepaid, addressed as follows:

(a) If to Tenant:

Office of the County Attorney

401 McIntire Road
Charlottesville, VA 22902-4596

and

Office of the City Attorney
P.O. Box 911
Charlottesville, VA 22902

or at such other place and to such other persons, as Tenant may from time to time designate by notice to Landlord; and

(b) If to Landlord,

University of Virginia
Vice President for Management and Budget
Madison Hall, Lower Level
P. O. Box 9014
Charlottesville, Virginia 22906-9014

or at such other place, and to such other persons, as Landlord may from time to time designate by notice to Tenant.

17.02 Approvals. No approval or consent of any party hereto or of any other person which is required by any provision of this Lease shall be unreasonably delayed or withheld, unless the context hereof shall expressly state to the contrary.

ARTICLE 18. SUCCESSORS AND ASSIGNS OF THE PARTIES,
CONTROLLING LAW

18.01 Successors. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, and Landlord's successors and Tenant and Tenant's successors and assigns, subject to the provisions of this Lease. Each reference in this Lease to Landlord or Tenant shall be deemed to include any and all of their respective successors and assigns, and, in

the case of Landlord, each and every present or future joint tenant or tenant in common of the fee title to the Premises or any part thereof. If at any time during the Term hereof there shall be more than one person or entity, or a combination thereof, as Tenant hereunder, then the liability and obligations of each such person and entity shall be joint and several.

18.02 Conveyance by Landlord. If Landlord or any successor owner of the Premises shall convey or otherwise dispose of the Premises, thereupon all liabilities and obligations on the part of Landlord or such successor owner under this Lease shall be binding upon the transferee of the Premises, and if, in addition, Landlord or such successor owner shall turn over to such transferee any and all funds held by Landlord or such successor owner hereunder in which Tenant has an interest hereunder, and such transferee shall in writing expressly assume Landlord's obligations hereunder with respect to such funds, thereupon all such liabilities and obligations on the part of Landlord or such successor owner under this Lease accruing after such conveyance or disposal and assumption shall terminate.

18.03 Controlling Law. This Lease has been delivered in, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

ARTICLE 19. ESTOPPEL CERTIFICATES

19.01 Tenant's Estoppel. Tenant agrees, at any time and from time to time, upon no less than thirty (30) days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying (i) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and (ii) the dates to which the Rent and other charges have been paid in

advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the Premises.

19.02 Landlord's Report of Occupancy. Landlord agrees, at any time and from time to time, upon not less than thirty (30) days' prior notice by Tenant, to execute, acknowledge and deliver to Tenant a statement in writing certifying (i) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent and other charges have been paid in advance, if any, and (iii) stating whether or not, to the best knowledge of Landlord, Tenant is in default in performance of any covenant, agreement or condition contained in this Ground Lease and, if so, specifying each such Event of Default of which Landlord may have knowledge and also stating whether or not any notice of default has been given under this Ground Lease which default has not been remedied, and if so, stating the nature of said Event of Default and the date of the giving of said notice, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective assignee or mortgagee of this Ground Lease, or any portion thereof, or by any assignee or prospective assignee of any such mortgages or by any other tenant or prospective sublessee of the whole or any part of the Premises or Improvements.

ARTICLE 20. MISCELLANEOUS PROVISIONS

20.01 Integration. This Ground Lease and the documents referred to herein set forth all the promises, agreements, conditions and understandings between Landlord and Tenant relative to the leasing of the Premises, and there is no promise, agreement, condition or understanding, either

oral or written, between them other than as are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

20.02 Memorandum of Ground Lease. The parties may execute and deliver in recordable form a short form or memorandum of this Ground Lease which Tenant may record at Tenant's sole expense in the Clerk's Office of the Circuit Court of the County of Albemarle, Virginia.

20.03 Separability. Each covenant and agreement contained in this Ground Lease shall for all purposes be construed to be a separate and independent covenant and agreement. If any term or provision of this Ground Lease or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Ground Lease or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Ground Lease shall be valid and shall be enforced to the extent permitted by law.

20.04 Counterparts. This Lease shall be executed in 4 counterparts, each of which shall be deemed to be an original.

20.05 Headings. The headings to the various Articles and Sections of this Lease have been inserted for convenient reference only and shall not modify, amend or change the express terms and provisions of this Lease.

20.06 Liability Obligations of the Parties. To the extent permitted by the laws of the Commonwealth of Virginia, the Landlord and the Tenant shall be responsible for the acts or omissions of its agents and employees causing harm to persons not a party to this Agreement.

Nothing herein shall be construed as a waiver of the sovereign immunity of the Commonwealth, the County or the City.

20.07 Governor's Approval. This Lease Agreement shall not be effective or binding unless and until signed by both parties and, where required by law, approved by the Governor of Virginia pursuant to §2.1-504.3 of the Code of Virginia (1950), as amended. This provision is not subject to Section 17.02 of this Lease Agreement.

ARTICLE 21. UVA STATUS

21.01 State Law. Notwithstanding that certain issues are addressed in provisions of this Ground Lease, the City and County acknowledge that said provisions relating to mechanics liens, zoning applicability, insurance and real estate taxes do not subject UVA to liability, exposure or obligation to third parties under Federal, State and/or local law and any rules and regulations promulgated therefrom. This declaration and agreement does not excuse any obligation UVA may have to the City and County pursuant to this Ground Lease; rather it addresses only the potential creation of liability, exposure or obligation to others as a result of this Ground Lease.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

THE RECTOR AND VISITORS
OF THE UNIVERSITY OF
VIRGINIA

By: 

Title: _____
Executive Vice President
and Chief Financial Officer

STATE OF VIRGINIA
CITY/COUNTY OF Albemarle to-wit:

The foregoing instrument was acknowledged before me this 2 day of October,
1997 by Leonard W Sandidge as representative of THE RECTOR AND VISITORS
OF THE UNIVERSITY OF VIRGINIA, on behalf of the University.

Kay M Campbell
Notary Public

My Commission Expires 8/31/00

THE CITY OF CHARLOTTESVILLE,
VIRGINIA

By: Gary O'Connell
Name: GARY O'CONNELL

Title: CITY MANAGER

Approved as to form:

S Craig Brown
Deputy City Attorney

STATE OF VIRGINIA
CITY/COUNTY OF CHARLOTTESVILLE to-wit:

The foregoing instrument was acknowledged before me this 3rd day of October, 1997, by Gary O'Connell as City Manager of the City of Charlottesville, Virginia on behalf of the City.

Barbara K. Ronan
Notary Public

My Commission Expires April 30, 2001

THE COUNTY OF ALBEMARLE,
VIRGINIA

Approved as to form:

[Signature]
County Attorney

By: [Signature]

Name: ROBERT W. TUCKER, Jr.

Title: COUNTY EXECUTIVE

STATE OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

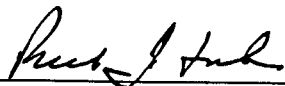
The foregoing instrument was acknowledged before me this 3 day of October, 1997, by Robert W. Tucker, Jr. as Co. Executive of the County of Albemarle, Virginia, on behalf of the County.

Sherry M. Short
Notary Public

My Commission Expires: March 31, 1999

STATE APPROVALS

APPROVED AS TO FORM:



Paul J. Forch
General Counsel and Special Assistant
Attorney General

August 21, 1997
Date

RECOMMEND APPROVAL:
DIVISION OF ENGINEERING AND BUILDINGS



Director

Sept 26, 1997
Date

RECOMMEND APPROVAL:
DEPARTMENT OF GENERAL SERVICES

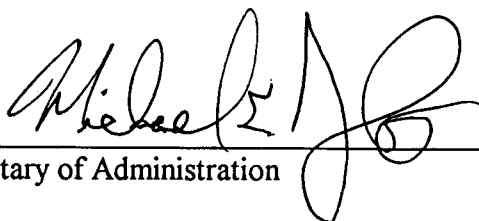


Director

9/26/97
Date

APPROVED BY THE GOVERNOR

Pursuant to § 2.1-504.3 of the Code of Virginia (1950), as amended, and by the authority delegated to me under Executive Order 31 (94) dated October 25, 1994, I hereby approve the disposition of the property above described located in Albemarle County, Virginia and the execution of this instrument for and on behalf of the Governor of Virginia.



Secretary of Administration

9/26/97

Date

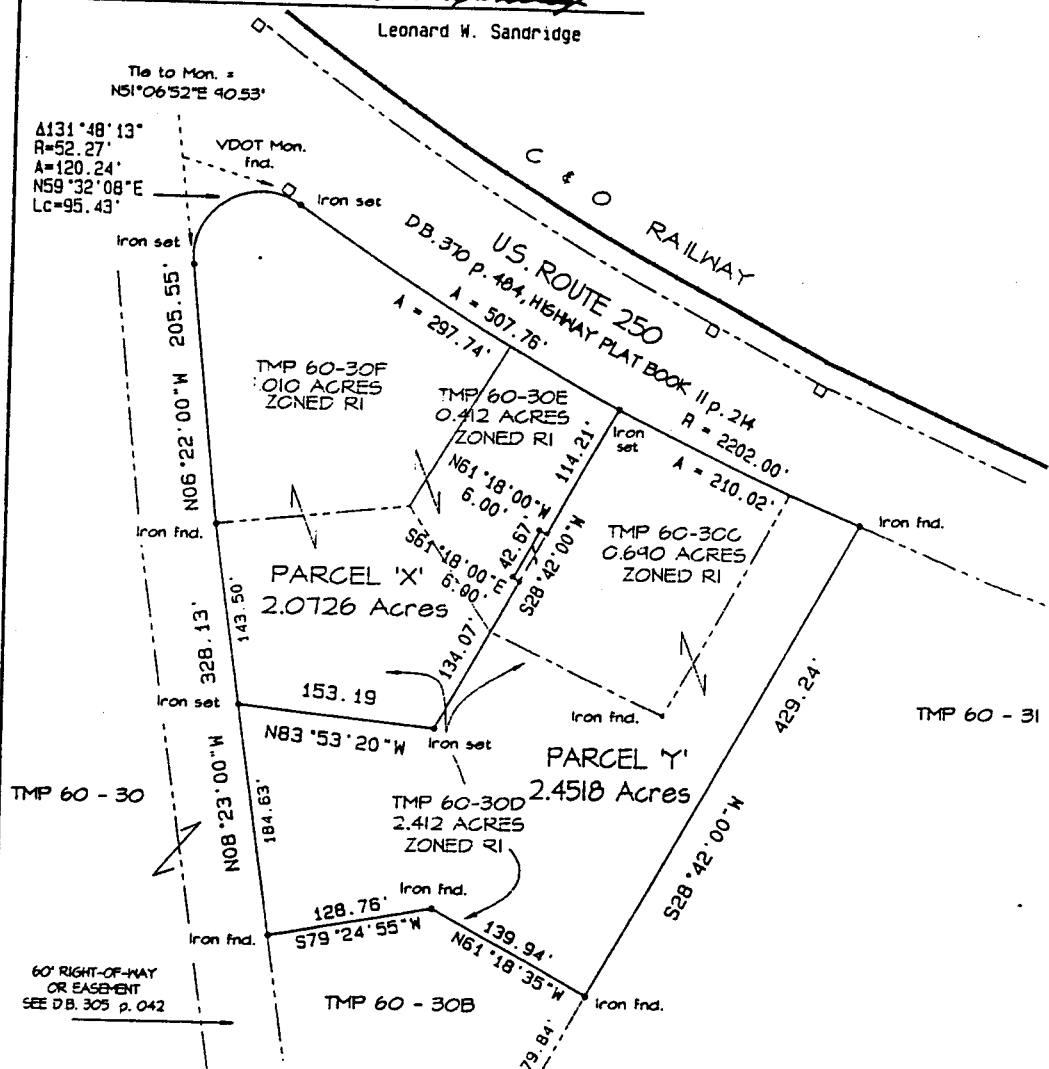
OWNERS APPROVAL

THE SUBDIVISION OF THE LAND DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. ANY REFERENCE TO FUTURE POTENTIAL DEVELOPMENT IS TO BE DEEMED AS THEORETICAL ONLY. ALL STATEMENTS AFFIXED TO THIS PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

APPROVED FOR RECORDATION

V. J. Wayne Whitey 3/25/97
Director of Planning Date

Leonard W. Sandridge
Leonard W. Sandridge



OWNER : THE RECTORS and VISITORS
of THE UNIVERSITY of VIRGINIA

SOURCE OF TITLE : D.B. 523 p.265
D.B. 469 p.173, D.B. 403 p.279,
D.B. 394 p.137, D.B. 349 p.243 (plat)
D.B. 300 p.248 (plat)

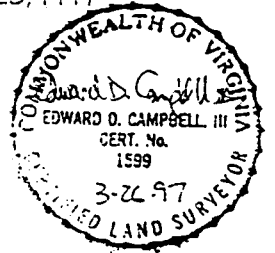
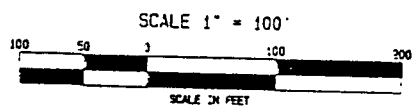
THESE PARCELS LIE IN FLOOD ZONE 'C', AREAS
OF MINIMAL FLOODING AS SHOWN ON
COMMUNITY PANEL NUMBER 51006 0220B.

ALL PARCELS ARE ZONED RI

PLAT SHOWING
PARCEL 'X', 2.0726 Acres &
PARCEL 'Y', 2.4518 Acres
A REDIVISION OF PARCELS 30C, D, E & F
OF COUNTY TAX MAP 60
LOCATED ON U.S. ROUTE 250 WEST
AT THE U.S. ROUTE 29 BYPASS
JACK JOUETT MAGISTERIAL DISTRICT
ALBEMARLE COUNTY, VIRGINIA

FEBRUARY 28, 1997

ROUDABUSH, GALE AND ASSOCIATES
A PROFESSIONAL CORPORATION
SURVEYORS, PLANNERS, ENGINEERS
414 MONTICELLO ROAD
CHARLOTTESVILLE, VIRGINIA



FILE #7721
MODEL #7721PLAT

THIS AGREEMENT made this 20th day of January, 1984 by and among the CITY OF CHARLOTTESVILLE, VIRGINIA ("City"), the COUNTY OF ALBEMARLE, VIRGINIA ("County"), and the RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA ("University"), sometimes collectively referred to as "Participants".

WITNESSETH:

I. BACKGROUND

The Participants have studied at length the problems, costs and benefits associated with the establishment of a centralized dispatching facility for their respective law enforcement agencies, and other emergency services operating in the Albemarle and Charlottesville community, and the provision of a "911" emergency telephone system to provide immediate citizen access to those services. The Participants appointed a task force to make recommendations for implementing the joint dispatch center and 911 system, and that task force, in a final report dated November 5, 1982, made such recommendations to the University and the governing bodies of the county and the city. In this agreement the participants wish to set forth the terms upon which those recommendations will be implemented. In consideration of the mutual benefits and obligations contained herein, the Participants therefore agree to the following terms.

II. JOINT DISPATCH CENTER

a. The participants will establish a Joint Dispatch Center in the basement of the City police department headquarters. The Center will be placed in operation on or after January 1, 1984, to perform direct dispatching functions for County, City and University law enforcement personnel. The Center will also maintain "patching" or transfer capabilities to direct incoming calls immediately to the City fire department, participating volunteer fire companies, rescue squads, and other emergency service providers, as appropriate.

b. The Joint Dispatch Center shall be controlled by a board, known as the Joint Dispatch Center Management Board ("Management Board"), consisting of eight (8) members. The Management Board shall include the Albemarle County Executive, the Charlottesville City Manager, the University of Virginia Vice President for Administration, the Chief of Police of Albemarle County, the Chief of Police of Charlottesville, the Director of University Police, the Chief of the Charlottesville Fire Department and one representative from the Advisory Board of the area rescue squads, any of whom may designate a subordinate to attend meetings of the Management Board and vote in his/her behalf. Members of the Management Board and their designees shall serve ex officio as representatives of their respective jurisdictions or agencies, and shall incur no individual or personal liability for actions taken in good faith by them as members of the Management Board.

c. The Management Board shall establish a set of by laws and shall elect from among its members a chairman and a secretary, whose terms shall be for one year with eligibility for re-election.

d. Operating procedures and policies for the Center will be established by the Management Board. The Management Board shall submit annually to the Participants a budget and cost allocation schedule (as delineated below) and other data which any of the Participants may desire.

e. The City, County and University hereby delegate to the Management Board the power to sue and be sued in its own name and enter into contracts, including but not limited to contracts for the purchase of goods and services necessary to carry out its functions, provided that no such contract obligates the Board or the Participants to any expenditure in excess of the total amount appropriated to the Board by the Participants for the fiscal year to which the contract applies.

f. The Management Board shall select a Center Manager and authorize the number of other employees to operate the Center. All persons employed to operate the Center shall be employees of the County of Albemarle; however, the County hereby delegates to the Board the power to hire, discipline and remove such employees, within the limits of the County's established personnel policies and regulations, and to establish their duties and compensation within the County's classification and pay plan. The employees shall be eligible to receive all rights and benefits of County employees.

g. The Management Board may delegate to the Center Manager or other employees any of the powers delegated to it in subparagraphs (e) and (f) above, within such limits as the Management Board may prescribe.

III. 911 SERVICE

The participants will authorize the telephone company(s) to make the necessary changes in the local telephone system to make 911 emergency telephone service available to the Joint Dispatch Center from all possible telephone prefixes in Charlottesville and Albemarle County, including the University's 924 prefix. Any additional exchanges in Albemarle County not served by this 911 facility will have available a toll free number to be paid for by Albemarle County. The changes to be requested will include the installation of the "hot lines" necessary to provide for immediate transfer of incoming calls from the Joint Dispatch Center to the City fire department and the participating fire companies, rescue squads and other emergency service providers recommended by the Management Board.

IV. ALLOCATION OF COSTS

a. Expenditures for operation of the Center through June 30, 1985 shall be apportioned among Participants according to the formula set out in the task force report dated November 5, 1982 and attached to this agreement (Attachment A).

b. Charges made to each Participant for provision of service in the first year of operation shall include necessary expenditures for the purchase and installation of equipment, building modification, modification of the telephone system and operating costs for the Center through June 30, 1985. These expenditures shall be based on estimates set forth in the task force report as revised by the Management Board and agreed to by the Participants. Among the costs to the Participants shall be the provision of certain dispatch equipment for use within the Center, as outlined in the task force report, which shall become the property of and the responsibility of the Management Board upon delivery to the Center. The first year's operating costs shall include the cost of a buy-in to VSRS of credits for all past service for City employees hired by the Center; the cost to the Center shall be the amount charged by VSRS less any funds withdrawn from the City retirement system for the affected employees and contributed by the City to VSRS separately.

c. With the fiscal year beginning July 1, 1985 operating costs will be apportioned among the Participants in the manner set forth in the task force report but on the basis of their respective populations, numbers of calls for service and crime index figures for calendar year 1984. The Management Board shall obtain such revised figures annually (including such estimates of population changes as determined by the Tayloe-Murphy Institute that the Management Board may agree to) and shall

recompute the allocation formula for each next ensuing fiscal year. The recomputation shall be made as soon after January 1 as possible to make accurate figures available to the participants for their annual budget.

V. FISCAL AND ADMINISTRATIVE AGENT

a. The County of Albemarle is designated as fiscal manager for the Joint Dispatch Center and the 911 system. The County shall be responsible for furnishing fiscal management, purchasing, personnel, payroll administration and legal counsel for the Center. By executing this agreement the Participants authorize the County to contract with the telephone company and others as necessary for the initial expenditures necessary to implement the Center and the system. The Management Board may contract for other services as necessary subject to the limits in paragraph II.

b. To cover administrative expenses and overhead for acting as fiscal manager, the County will be paid a sum equal to 2% of the annual operating budget of the Center until such time as an accurate accounting of the cost as determined in a standard indirect cost study shall be computed. At that time, the County shall contract with Center based on that amount, and either reimburse or be paid the difference for prior years.

c. The Participants will pay their respective shares of the cost of building modification, equipment purchase and installation and

telephone system modification within 30 days after executing this agreement. The fiscal agent will invoice each participant in advance of each operating quarter for its quarterly share of operating costs. These invoices will be paid within thirty days. Dispatch equipment shall be delivered to the Center according to a schedule recommended by the Management Board.

VI. LIABILITY

The Participants acknowledge that the Management Board will act as agents for each of them in carrying out the dispatching functions of their respective law enforcement and public safety responsibilities. The Management Board shall obtain liability insurance adequate to protect the interests of the City, County, University and/or itself for claims arising out of its performance of these functions. The purchase of such insurance shall in no way constitute a waiver of any defenses, including but not limited to the defense of sovereign immunity, that may be available to the Management Board, City, County, State or University with respect to any claim against any or all of them.

VII. EXECUTION: DURATION; JOINT EXERCISE OF POWERS

The City and County intend this agreement as a joint exercise of their respective powers on political subdivisions, as authorized by §15.1-21 of the Code of Virginia and the University joins by the authority

vested in it by Title 23 of said code. The governing body of each Participant has therefore caused the agreement to be executed in its behalf by the authorized officer indicated below, as of the respective dates indicated. The agreement will take effect on the date of the last signature and will continue in effect until modified or dissolved by mutual agreement of the Participants; provided that any Participant may discontinue its participation at the end of any fiscal year on one year's written notice to the others, and provided also that the Participants' respective obligations for payment of operating costs are subject to their respective annual authorization of funds for that purpose. Upon withdrawal of any Participant(s) from this agreement, the withdrawing Participant(s) shall be entitled to receive payment from the Board for a percentage of the value of the depreciated assets of the Center in a proportion equal to the percentage of total costs of operating the Center assigned to said Participant(s) as of the date of notice of intent to discontinue.

COUNTY OF ALBEMARLE

ATTEST:

Debra E. Fisher

BY *Terrald E. Fisher*

DATE: *January 18, 1984*

CITY OF CHARLOTTESVILLE

ATTEST:

James G. Lane

BY

[Signature]

DATE:

1/6/84

RECTOR AND VISITORS OF THE
UNIVERSITY OF VIRGINIA

ATTEST:

James G. Lane

BY

[Signature]

DATE:

1-2-84



COUNTY OF ALBEMARLE
Office of County Executive
401 McIntire Road
Charlottesville, Virginia 22902-4596
(804) 296-5841 FAX (804) 972-4060

March 21, 1997

Leonard W. Sandridge
Executive Vice President and Chief Financial Officer
University of Virginia
P. O. Box 9014
Charlottesville, Virginia 22906

RE: Emergency Communications Center Ground Lease

Dear Leonard:

Bill Letteri, Wayne Campagna, Mark Trank and Craig Brown have been working with Susan Harris and Melanie Besio of your staff to develop a fifty-year ground lease to enable the County and City to lease University land for the Emergency Communications Center project. As you know, this project is a critical component of our joint efforts to consolidate management and operations for emergency services in our region. I am informed that, if all proceeds as planned, construction of Phase I (the emergency services dispatch operation building) should begin within the next six months. I also understand that the design of the facility has been approved and working drawings are approximately 95% complete.

The Board of Supervisors approved the proposed ground lease in principle at its March 19, 1997 meeting. Once the state review process is completed, the final lease agreement will be subject to the Board's final review and approval. I understand that the ground lease has the approval of the Attorney General's staff, but still must be reviewed and approved by the Governor's administrative staff prior to execution by the parties. Please keep me informed of the progress of the final state review.

Sincerely yours,

Robert W. Tucker, Jr.
County Executive

RWT,Jr/dbm
97.040

cc: Gary B. O'Connell, City Manager
Bill Letteri, Craig Brown - City of Charlottesville
Mark Trank - Albemarle County
Susan Harris, Melanie Besio - University of Virginia
Wayne Campagna - Emergency Communications Center

CITY OF CHARLOTTESVILLE

Office of the City Manager

P.O. Box 911 • Charlottesville, Virginia • 22902

Telephone (804) 970-3101

Fax (804) 970-3890



March 25, 1997

Leonard W. Sandridge
Executive Vice President
and Chief Financial Officer
University of Virginia
Madison Hall
P.O. Box 9014
Charlottesville, VA 22906

RE: Emergency Communication Center Project - Ground Lease

Dear Leonard:

Bill Letteri, Wayne Campagna, Mark Trank and Craig Brown have been working with Susan Harris and Melanie Besio of your staff to develop a fifty-year ground lease to enable the City and County to lease University land for the Emergency Communications Center project. As you know, this project is a critical component of our joint efforts to consolidate management and operations for emergency services in our region. I am informed that, if all proceeds as planned, the construction of Phase I (the emergency services dispatch operation) will begin within the next six months. I also understand that the design of the facility has been approved and working drawings are approximately 95% complete.

I have reviewed the proposed ground lease and find it to be acceptable to the City. The final, fully executed lease document will of course be subject to City Council review and approval. I understand that the ground lease has the approval of the Attorney General's staff, but still must be reviewed and approved on behalf of the Governor's administrative staff prior to signature of the parties. Please keep me informed as to the progress of the final state review.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gary O'Connell', with a stylized flourish at the end.

Gary B. O'Connell
City Manager

cc: Robert Tucker, County Executive
Bill Letteri, Craig Brown - City of Charlottesville
Mark Trank - Albemarle County
Wayne Campagna - Emergency Communications Center
Susan Harris, Melanie Besio - University of Virginia

OWNERS APPROVAL

APPROVED FOR RECORDATION

THE SUBDIVISION OF THE LAND DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. ANY REFERENCE TO FUTURE POTENTIAL DEVELOPMENT IS TO BE DEEMED AS THEORETICAL ONLY. ALL STATEMENTS AFFIXED TO THIS PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

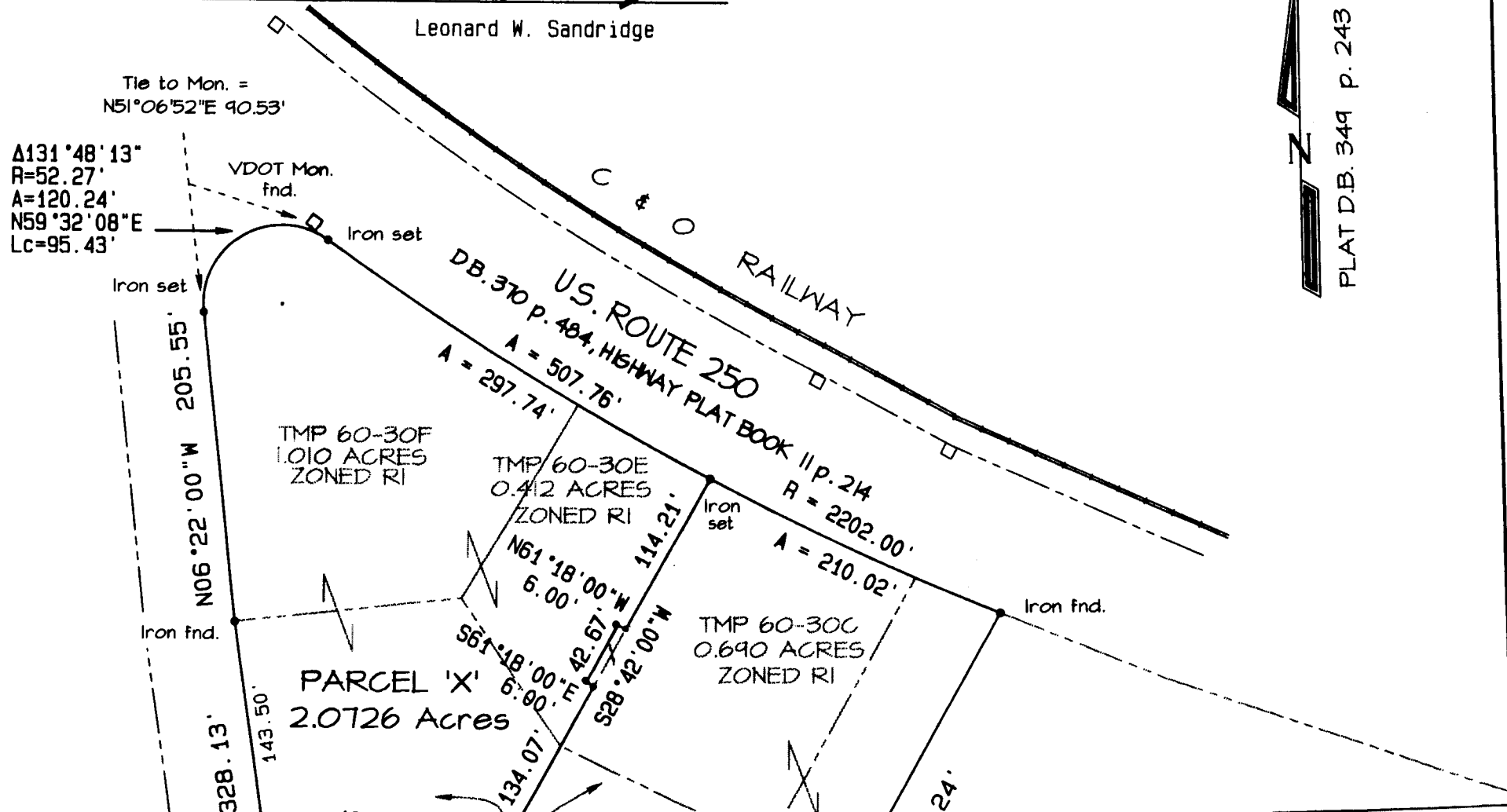
V. Wayne Lakin WOF 3/25/97
Director of Planning Date

Leonard W. Sandridge

Leonard W. Sandridge



PLAT D.B. 349 P. 243



TMP 60 - 30

PARCEL 'Y'
2.4518 Acres

TMP 60-30D
2.412 ACRES
ZONED RI

TMP 60 - 30B

60' RIGHT-OF-WAY
OR EASEMENT
SEE D.B. 305 p. 042

OWNER : THE RECTORS and VISITORS
of THE UNIVERSITY of VIRGINIA

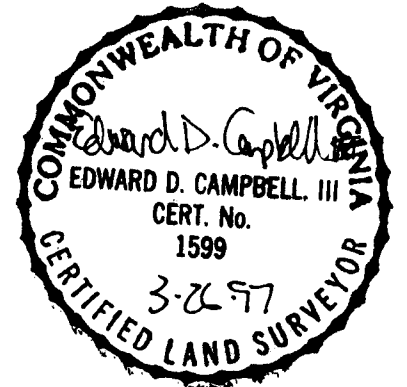
SOURCE OF TITLE : D.B. 523 p.265
D.B. 469 p.173, D.B. 403 p.279,
D.B. 394 p.137, D.B. 349 p.243 (plat)
D.B. 300 p.248 (plat)

THESE PARCELS LIE IN FLOOD ZONE 'C', AREAS
OF MINIMAL FLOODING AS SHOWN ON
COMMUNITY PANEL NUMBER 51006 0220B.

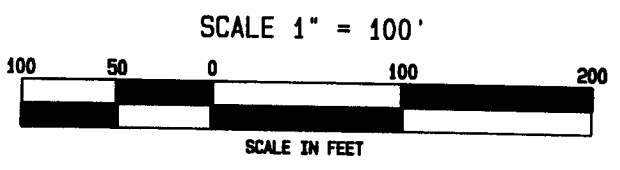
ALL PARCELS ARE ZONED RI

PLAT SHOWING
PARCEL 'X', 2.0726 Acres &
PARCEL 'Y', 2.4518 Acres
A REDIVISION OF PARCELS 30C, D, E & F
OF COUNTY TAX MAP 60
LOCATED ON U.S. ROUTE 250 WEST
AT THE U.S. ROUTE 29 BYPASS
JACK JOUETT MAGISTERIAL DISTRICT
ALBEMARLE COUNTY, VIRGINIA

FEBRUARY 28, 1997



ROUDABUSH, GALE AND ASSOCIATES
A PROFESSIONAL CORPORATION
SURVEYORS, PLANNERS, ENGINEERS
914 MONTICELLO ROAD
CHARLOTTESVILLE, VIRGINIA



FILE #7721
TMODEL "772IPLAT"

University of Virginia
Demolition Authorization

DATE: October 13, 1997

TO: Robert P. Dillman, P.E.
Chief Facilities Officer

FROM: Real Estate and Space Management *Melanie Bessie*

SUBJECT: The Ground Lease, No. 207-L0131, with the County/City, dated October 3, 1997, allows for the Construction of the Emergency Communications Center (ECC) and necessitates the removal of Facility No. 207-0602, Police Garage.

ENCLOSURES: Board of Visitors Resolution, July 9, 1997
AARB Minutes, January 5, 1996
Dept. of Historic Resources Approval, December 29, 1995

The University has leased approximately two acres of land, located south of Rt. 250 West and adjacent to its Police Headquarters, to the County of Albemarle and the City of Charlottesville for fifty years. The City and County will fund the construction of an emergency communications center and fire station to serve all three entities. This parcel includes the one-story steel-framed garage described below; this facility must be demolished in support of this project.

Tract Number:	207-0001
FAACS Number:	207-0602
Agency:	University of Virginia
Facility Type:	One-story garage
Type of Construction:	Steel-frame, stuccoed masonry walls, tar-and-paper roof
Date of Construction:	1952
Condition:	Good
Location:	2304 Ivy Road, Ivy, VA
Square Feet:	1,360
Original Use:	Service Station
Present Use:	Police Garage

BACKGROUND/REQUIRED APPROVALS:

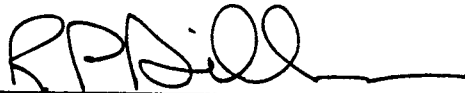
Demolition of the above-named structure was recommended for approval by the Art and Architectural Review Board at its January 5, 1996 meeting. The Department of Historic Resources, in a letter dated December 29, 1995, had no objection to the demolition of this structure. The Board of Visitors has approved this demolition at its July 9, 1997 meeting.

DIRECTIVE:

I hereby authorize that the above-named structure be demolished as part of the City/County ECC Project. This demolition action is directed to be in compliance with all statutes and regulations of the Commonwealth of Virginia. This demolition shall also comply with applicable regulations pertaining to asbestos removal, including USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS), Asbestos Regulations (40 C.F.R. 61, Subpart M). Solid waste shall be disposed of in accordance with Section 10-271 of the Code of Virginia.

CERTIFICATION:

Pursuant to Section 2.1-488(B) of the Code of Virginia (1950), as amended, as the official designee of the University of Virginia, in the stead of the Governor of Virginia, and by the authority delegated to the Board of Visitors of the University of Virginia by Executive Order Seventy-One (97), dated January 17, 1997, I hereby certify that the Board of Visitors has approved a resolution permitting the demolition of the above-named structures at its July 9, 1997 meeting, an act on behalf of, and in the stead of the Governor of Virginia.



Robert P. Dillman, P.E.
University of Virginia
Chief Facilities Officer

Oct 17, 1997
Date