

<p style="text-align: center;">ACTIONS Board of Supervisors Meeting of April 1, 2020</p>		
		April 2, 2020
<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>	<u>VIDEO</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called to order at 5:02 p.m., by the Chair, Mr. Gallaway. All BOS members were present. Also present were Jeff Richardson, Greg Kamptner Claudette Borgersen and Travis Morris. 		Link to Video
<p>2. Closed Meeting.</p> <ul style="list-style-type: none"> At 5:03 p.m., the Board went into Closed Meeting pursuant to Section 2.2-3711(A) of the Code of Virginia: Under Subsection (1), to discuss and consider appointments to the Albemarle County Service Authority and three advisory committees; and Under Subsection (6), to discuss and consider the investment of public funds in the Scottsville Magisterial District where bargaining is involved and where, if made public initially, the financial interest of the County would be adversely affected; and Under Subsection (19), as modified by Emergency Ordinance 20E-(2), to discuss plans to protect public health and safety as it relates to the COVID-19 disaster, including briefings by staff members, legal counsel, and officers from the Police Department and the Department of Fire Rescue concerning actions taken to respond to the disaster. 		
<p>3. Certify Closed Meeting.</p> <ul style="list-style-type: none"> At 6:01 p.m., the Board reconvened into open meeting and certified by a recorded vote that, to the best of each Supervisor's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting were heard, discussed, or considered in the closed meeting. 		
<p>4. Vacancies and Appointments.</p> <ul style="list-style-type: none"> REAPPOINTED, Mr. Kostas Alibertis, Mr. Brian Day, Mr. Joe Fore, Ms. Valerie Long, Mr. David Mitchell, Mr. Joshua Rector, and Ms. Katya Spicuza to the Crozet Community Advisory Committee with said terms to expire March 31, 2022. APPOINTED, Mr. Matthew Slaats to the Crozet Community Advisory Committee with said term to expire March 31, 2022. REAPPOINTED, Mr. Brian Hall and Ms. Olga Boucher to the Police Department Citizens Advisory Committee with said term to expire March 5, 2022. APPOINTED, Mr. Richard Hewitt to the Police Department Citizens Advisory Committee with 	<p>Clerk: Prepare appointment/reappointment letters, update Boards and Commissions book, webpage, and notify appropriate persons.</p>	

	<p>said term to expire March 5, 2022.</p> <ul style="list-style-type: none"> • REAPPOINTED, Mr. Tim Novak to the Village of Rivanna Community Advisory Committee with said term to expire March 31, 2022. 	
5.	<p>Call Back to Order.</p> <ul style="list-style-type: none"> • At 6:02 p.m., the Chair called the meeting back to order. 	
8.	<p>Adoption of Final Agenda.</p> <ul style="list-style-type: none"> • Item # 11.3 and item #11.6 were removed from the consent agenda for discussion. • Diantha McKeel added an item for discussion pedestrian bike access for the Old Ivy Bridge to under From the Board: Committee Reports and Matters not Listed on the Agenda. • Ann Mallek added an item for discussion regarding interest in the Board sending a letter to the Department of the Interior about the Shenandoah National Park under From the Board: Committee Reports and Matters not Listed on the Agenda. • By a vote of 6:0, ADOPTED the final agenda as amended. 	
9.	<p>Brief Announcements by Board Members.</p> <p><u>Ann Mallek</u></p> <ul style="list-style-type: none"> • Thanked citizens who wrote to the governor regarding stay at home orders. • Mentioned she is excited about local distilleries making hand sanitizers and citizens using 3D printers to make masks for first responders and healthcare workers. <p><u>Diantha McKeel</u></p> <ul style="list-style-type: none"> • Encouraged Board members and citizens to watch the documentary “Plastic Wars” on NPR and Frontline. <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> • Expressed her confidence in the county staff to work through the COVID–19 challenges and thanked the citizens of Albemarle County for their support. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> • Encouraged citizens to visit the Albemarle County webpage at www.albemarle.org/covid19 to view and learn about Albemarle County’s response to COVID-19. • Announced future plans for Board meetings during COVID-19. 	
10.	<p>Proclamations and Recognitions.</p> <ul style="list-style-type: none"> • There were none. 	
11.1	<p>FY 2020 Appropriations.</p> <ul style="list-style-type: none"> • ADOPTED Resolution to approve appropriations #2020054; and #2020055; for local government and school division projects. 	<p><u>Clerk:</u> Forward copy of signed resolution to OMB and County Attorney’s office. (Attachment 1)</p>
11.2	<p>Woolen Mills Shuttle Bus Service Agreement.</p> <ul style="list-style-type: none"> • ADOPTED, resolution to approve the Shuttle Bus Service Agreement and to authorize the County Executive to sign the Agreement on 	<p><u>Clerk:</u> Forward copy of signed resolution to Economic Development and County Attorney’s office. (Attachment 2)</p>

	behalf of Albemarle County once it has been approved as to substance and form by the County Attorney.	<u>County Attorney:</u> Provide Clerk with copy of fully executed agreement. (Attachment 3)	
11.3	<p>Parking Agreement for Parking Spaces at The Daily Progress.</p> <ul style="list-style-type: none"> ADOPTED, resolution approving the rental of 21 parking spaces at The Daily Progress office building and authorizing the County Executive to execute the parking agreement once it has been approved as to substance and form by the County Attorney. 	<p><u>Clerk:</u> Forward copy of signed resolution to FES and County Attorney's office. (Attachment 4)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executed agreement. (Attachment 5)</p>	
11.4	<p>VDOT FY 21-26 Secondary Six-Year Program.</p> <ul style="list-style-type: none"> APPROVED the draft Albemarle County Priority Paving List for Secondary Road Improvements, Unpaved Roads and the draft FY 2021-2026 Secondary Six-Year Program. 	(Attachment 6)	
11.5	<p>License Agreement for Emergency Access to Crozet Court Subdivision.</p> <ul style="list-style-type: none"> ADOPTED, resolution authorizing the County Executive to sign a proposed License Agreement on behalf of the County contingent on approval of final language as to substance and form of the license agreement by the County Attorney. 	<p><u>Clerk:</u> Forward cop of signed resolution to Community Development and County Attorney's office. (Attachment 7)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executed agreement. (Attachment 8)</p>	
11.6	<p>Waiver of Rents.</p> <ul style="list-style-type: none"> By a vote of 6:0, DEFERRED to May 6, 2020, 	<u>Clerk:</u> Schedule on May 6, 2020 agenda.	
12.	<p>Pb. Hrg.: Sale of 701 East Market Street.</p> <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution, authorizing the County Executive to execute all necessary documents related to the conveyance of the County's one-half interest in 701 East Market Street to the City. 	<p><u>Clerk:</u> Forward copy of signed resolution to County Attorney's office. (Attachment 9)</p> <p><u>County Attorney:</u> Provide Clerk with copy of recorded deed. (Attachment 10)</p>	
13.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> CONSENSUS to allow Kevin McDermott to work with VDoT regarding more information on bike and pedestrian access over the Old Ivy Bridge. <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Requested the Board send a letter to the Department of the Interior over closing the Shenandoah National Park. Prior to sending the letter, staff will engage with the superintendent of the national park for more information and Liz Palmer will drive to the park to gather pictures and information. <p><u>Liz Palmer:</u></p> <ul style="list-style-type: none"> Requested information regarding iLegislate comments for Public Hearing. <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> Thanked staff for their work in coordinating the electronic Board meeting. Stated she sees the Boards responsibilities to the public as providing essential service to 	<p><u>Kevin McDermott:</u> Proceed as authorized.</p> <p><u>Staff:</u> Proceed as directed.</p> <p><u>Clerk:</u> Provide information to the Board as requested.</p>	

<p>constituents, which includes public safety, health, and education. She noted that the Board needs to take care of constituents and ensure that the County comes out of the pandemic financially stable.</p> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> • Commented that some citizens in Earlysville had not received their ID numbers for the census. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> • Offered condolences for the passing of David Bowerman, who served on the Board of Supervisors as the Rio District Supervisor from 1989-2005. Mr. Bowerman also served on the Planning Commission and the Board of Zoning Appeals. 		
<p>14. From the County Executive: Report on Matters Not Listed on the Agenda.</p> <p><u>Jeff Richardson:</u></p> <ul style="list-style-type: none"> • Provided the Board with a report on County's operational response to the COVID-19 virus. • Provided the Board with an update on the economic impact of COVID-19 to the 4th Quarter of the county's budget and revenue estimates for the next year. 		
<p>15. Adjourn to April 13, 2020, 6:00 p.m., electronic meeting pursuant to Ordinance No. 20-E(2).</p> <ul style="list-style-type: none"> • The meeting was adjourned at 8:13 p.m. 		

ckb/tom

Attachment 1 – Resolution to Approve Additional FY 2020

Attachment 2 – Resolution to Approve an Agreement between the County, Woolen Mills, LLC, WillowTree, Inc., and JAUNT, Inc.,

Attachment 3 – Proposed Shuttle Bus Service Agreement between the County of Albemarle, WillowTree, Inc., Woolen Mills, LLC and JAUNT, Inc

Attachment 4 – Resolution to Approve a Parking Agreement between the County and Lee Enterprise

Attachment 5 – Parking Agreement Between the County and Lee Enterprises

Attachment 6 – Draft Albemarle County Priority Paving List for Secondary Road Improvements, Unpaved Roads and Draft FY 2021-2026 Secondary Six-Year Program.

Attachment 7 – Resolution to Approve a License Agreement to Allow the Construction and Maintenance of an Emergency Access to the Crozet Court Subdivision

Attachment 8 – Proposed License Agreement

Attachment 9 – Resolution to Approve Conveyance of Real Property to the City of Charlottesville

Attachment 10 – Proposed Deed

**RESOLUTION TO APPROVE
ADDITIONAL FY 2020 APPROPRIATIONS**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That Appropriations #2020054 and #2020055 are approved; and
- 2) That the appropriations referenced in Paragraph #1, 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, 2020.

**RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE COUNTY,
WOOLEN MILLS, LLC, WILLOWTREE, INC., AND JAUNT, INC., REGARDING THE
PROVISION OF PUBLIC TRANSIT SERVICE TO THE WOOLEN MILLS SITE**

WHEREAS, the County entered into an amended Performance Agreement with Woolen Mills, LLC, and the Albemarle County Economic Development Authority, dated October 31, 2019, regarding the redevelopment of the Woolen Mills site in anticipation of WillowTree, Inc.'s expansion and relocation to the site; and

WHEREAS, the First Amended Performance Agreement, Section 2, Paragraph 3, alludes to the County partially funding a transit service between Downtown Charlottesville and Woolen Mills for five years; and

WHEREAS, the Board finds it is in the best interest of the County to enter into a Shuttle Bus Service Agreement with Woolen Mills, LLC, WillowTree, Inc., and JAUNT, Inc., securing transit services to the Woolen Mills site.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves the Shuttle Bus Service Agreement between the County, Woolen Mills, LLC, WillowTree, Inc., and JAUNT, Inc., and authorizes the County Executive to execute the Agreement on behalf of the County once it has been approved as to substance and form by the County Attorney.

**SHUTTLE BUS SERVICE AGREEMENT BETWEEN
THE COUNTY OF ALBEMARLE, WILLOWTREE, INC.,
WOOLEN MILLS, LLC, AND JAUNT, INC.**

This Agreement is entered into as of ____ April, 2020, between the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia ("*County*"), WillowTree, Inc., a Virginia corporation ("*WillowTree*"), Woolen Mills, LLC a Virginia limited liability company ("*Developer*") and Jaunt, Inc., a Virginia corporation ("*Jaunt*").

RECITALS

- A. The County, WillowTree, Inc., and Developer wish to establish a shuttle bus service between Downtown Charlottesville proper and the new Woolen Mills development located on Broadway Street in Albemarle County; and
- B. Jaunt has the necessary expertise, skill, and business infrastructure to perform such services; and
- C. Jaunt's proposal can best meet the needs of WillowTree; and
- D. The County is enabled to enter into this Agreement pursuant to Virginia Code §§ 15.2-947, 15.2-950, and 15.2-1300 as an exercise of joint powers to provide and facilitate public transportation to and within Albemarle County; and
- E. This Agreement is in furtherance of and as contemplated by the First Amended Economic Opportunity Fund Performance Agreement dated 31 October 2019 between the County, Developer, and the Economic Development Authority of Albemarle County, Virginia, wherein the County and Developer, acknowledged the transit obligation, amongst other elements of the project, would stimulate additional tax revenues, generate economic activity, and constitute a valid public purpose.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between the County, WillowTree, Developer, and Jaunt consist of this Agreement including:

EXHIBIT A	Definitions
EXHIBIT B	Scope of Services
EXHIBIT B-1	Shuttle Bus Schedule.

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail.

This Agreement and the Exhibits set forth above and attached hereto contain all of the agreements, representations, and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

2. DEFINITIONS

Each reference in the body of this Agreement to specific terms or phrases set forth in **EXHIBIT A** shall have the specific meanings and/or contain the respective express information set forth below. To the extent there is a conflict between the information in **EXHIBIT A** and any more specific provision of this Agreement, the more specific provision contained in the Agreement shall control.

3. TERM OF AGREEMENT

The initial term of this Agreement is from March 1, 2020, to June 30, 2021 which is considered the first year of the Agreement. The term will automatically renew for 12 months on each successive June 30th until June 30, 2025, or unless otherwise terminated as set out in the provisions of Section 7.

4. SCOPE OF SERVICES

Jaunt's services must be completed according to the schedule set out in **EXHIBIT B**, "*Scope of Services*."

5. ADDITION OR DELETION OF SCOPE OF SERVICES

The parties may agree to add or delete areas designated for Shuttle Bus Service and/or Scope of Services. Jaunt will advise the County, WillowTree, and Developer of the effect on its pricing and schedule based on any proposed changes. Any and all changes in Scope of Services and compensation will only become effective upon execution of a signed addendum between the County, WillowTree, Developer, and Jaunt specifying the change in the Scope of Services and any adjustment to the Fee.

6. COMPENSATION

Albemarle County shall pay Jaunt quarterly (the "*Fee*") subject to the fee cap and receipt of contribution deposits defined below for the Shuttle Bus Services provided pursuant to this Agreement (with a 4% increase effective July 1, 2021). This figure will fully compensate Jaunt for all of its out-of-pocket expenses to fulfill the Scope of Services (including but not limited to all costs related to Shuttle Bus drivers; maintenance and supervisory staff; support vehicles; bus cleaning, maintenance, and repair operations; administrative; safety, management and dispatch staff; insurance costs; fixed facility and equipment costs; taxes; overhead) and a profit.

The maximum Fee for the period March 1, 2020 through June 30, 2021, will be \$120,000; and the maximum Fee for any renewal period will be \$120,000.

Within two weeks of full execution of this Agreement, Developer must deposit with the County \$80,000 to cover its and the County's first year payments. WillowTree must deposit \$40,000 with the County within the same time to cover its first year payments. Developer will be responsible for two-thirds of the first year charges and WillowTree will be responsible for one-third. Deposits with the County exceeding Jaunt's first year charges will be credited towards second year deposits.

Before July 1 of each renewal year, Developer and WillowTree must each deposit with the County \$40,000 to cover that renewal year's Jaunt charges. The County will contribute \$40,000 to cover its share of that year's Jaunt charges. The County, Developer, and WillowTree each will be responsible for one-third of the renewal year charges. Deposits exceeding Jaunt's annual charges will be credited towards renewal year deposits or returned to the contributing party upon expiration of this Agreement.

From the deposits and the County's required contribution, the County agrees to pay Jaunt in arrears, upon receipt of a quarterly invoice, the Fee for actual Shuttle Bus Service provided by Jaunt. The quarterly statement shall set forth the number of hours of Scheduled Shuttle Bus Service provided during the quarter subject to maximum annual Fee limits.

7. TERMINATION

7.1 Termination for convenience. The County, WillowTree, and Developer shall have the right to terminate this Agreement, without cause, by giving not less than ninety (90) days' written notice of termination.

7.2 Termination for default. If Jaunt fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the County, WillowTree, and Developer may terminate this Agreement immediately upon written notice.

7.3 Payments upon Termination. If this Agreement is terminated because of Jaunt's default or election not to renew, the County's obligation to provide transit services shall be limited to contributing funds

through grants to the EDA, subject to annual limits and according to the payment schedule described in Section 6, to Developer and/or WillowTree to support their efforts to replace the Shuttle Bus Service.

7.4 Effect of Termination. The termination of this Agreement for any reason shall not affect any right, obligation or liability which has accrued under this or any other Agreement or commitment, including the lease between WillowTree and Woolen Mills dated July 16, 2018, containing Woolen Mills' commitment to provide \$40,000 annually toward the cost of a shuttle, and the Albemarle County Board's July 2018 commitment to provide \$40,000 annually toward the cost of a shuttle Agreement on or before the effective date of such termination subject to Section 20.12 (Non-Appropriation).

8. INDEMNIFICATION

8.1 Jaunt's indemnification to the County, WillowTree, and Developer. Jaunt covenants and hereby agrees to indemnify, defend, protect, and hold harmless the County, Developer, and WillowTree ("the Indemnified Parties") from and against any and all claims, demands, damages, obligations, liabilities, losses, costs, expenses, reasonable attorneys' fees, penalties, suits, or judgments, at any time received, incurred, or accrued by any of the Indemnified Parties arising out of or resulting in whole or in part from any act (or failure to act) of Jaunt, its officers, employees, agents, permittees, or invitees, or which results from their noncompliance with any laws respecting the condition, use, occupation, or safety of the Shuttle Buses, or any part thereof, or which arises from the Shuttle Services, or which arises from Jaunt's failure to do anything required under this Agreement, except as may arise from the sole active negligence or the sole willful misconduct of any of the Indemnified Parties. The right to full indemnity hereunder shall arise notwithstanding that principles of joint, several, or concurrent liability or comparative negligence might otherwise impose liability on any of the Indemnified Parties pursuant to statutes, ordinances, regulations, or other laws. This Section shall survive termination of this Agreement.

8.2 Jaunt's assumption of risk. Jaunt agrees to and covenants that it shall voluntarily assume any and all risk of loss, damage, or injury to the person or property of Jaunt, the County, WillowTree, Developer, their respective directors, officers, employees, students, guests, and agents, that may occur in, on, or about the Shuttle Buses at any time and in any manner, except such loss, injury, or damage as may be caused by the sole active negligence or the sole willful misconduct of the County, WillowTree, Developer, their respective officers, employees, or agents, or any passengers. The indemnification obligations of Jaunt shall include the obligation of Jaunt to defend, indemnify, protect and hold the County, WillowTree, and/or Developer from and against fines, costs, claims, damages, obligations, suits, judgments, penalties, proceedings, causes of action, losses, liabilities (including those arising under the Americans With Disabilities Act of 1990), and reasonable attorneys' fees, which arise from Jaunt's activities under this Agreement.

8.3 Damage by Jaunt. If Jaunt's employees cause any injury, damage, or loss to any property of the County, WillowTree, or Developer, Jaunt shall repair such injury, damage, or loss at its sole cost and expense.

8.4 Indemnification to the County. Developer agrees to indemnify, hold harmless, and defend the County, its officers, directors, agents, and employees from any and all liability, loss, damage, claims, causes of action, and expenses (including without limitation reasonable attorneys' fees), caused or asserted to have been caused, directly or indirectly, in connection with the performance of this Agreement and any amendments thereto and/or any act or omission of an officer, director, agent, employee, or representative of Developer, its successors and assigns to the extent that such liability or damage is caused in whole or in part by Developer's default or breach, negligence, or intentional misconduct. The provisions of this section shall survive termination of this Agreement as to acts or omissions occurring prior to the effective date of termination. WillowTree agrees to indemnify, hold harmless, and defend the County, its officers, directors, agents, and employees from any and all liability, loss, damage, claims, causes of action, and expenses (including without limitation reasonable attorneys' fees), caused or asserted to have been caused, directly or indirectly, in connection with the performance of this Agreement and any amendments thereto and/or any act or omission of an officer, director, agent, employee, or representative of WillowTree, its successors and assigns to the extent that such liability or damage is caused in whole or in part by WillowTree's default or breach, negligence, or intentional misconduct. The provisions of this section shall survive termination of this Agreement as to acts or omissions occurring prior to the effective date of termination.

9. INSURANCE REQUIREMENTS

9.1 Required Insurance Coverage. Jaunt agrees to have and maintain commercial general liability insurance coverage against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the Shuttle Bus Services by Jaunt, its agents, representatives, and employees, in the amount of at least \$5,000,000 per occurrence for bodily injury, personal injury and property damage. All policies, endorsements, certificates and/or binders shall be subject to approval by the County, WillowTree, and Developer as to form and content. These requirements are subject to amendment or waiver if approved in writing by the County, WillowTree, and Developer. Jaunt agrees to provide the County, Developer and WillowTree with a copy of all policies, certificates, and/or endorsements before work commences under this Agreement.

The policies are to contain, or be endorsed to contain, the following provisions:

- a. The County, WillowTree, and Developer and their respective officers, employees, guests, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Jaunt and Jaunt's operations of Shuttle Buses or other vehicles owned, leased, hired, or borrowed by Jaunt. The coverage shall contain no special limitations on the scope of protection afforded to the County, WillowTree, and Developer, or their respective officers, employees, guests, and agents.
- b. Jaunt's insurance coverage shall be primary insurance as respects the County, WillowTree, or Developer, and their respective officers, employees, guests, and agents. Any insurance or self-insurance maintained by the County, WillowTree, and Developer, or their respective officers, employees, guests, and agents shall be excess of the Jaunt's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, WillowTree, and Developer, or their respective officers, employees, guests, or agents.
- d. Each insurance policy required under this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to Albemarle County, WillowTree, and Developer.

9.2 Acceptability of Insurance. Insurance is to be placed with insurers acceptable to the County, WillowTree, and Developer's Risk Manager.

10. INDEPENDENT CONTRACTOR

Jaunt, in the performance of this Agreement, will be considered an independent contractor. It shall not be represented, and Jaunt shall not represent itself, as an extension of the County, WillowTree, or Developer. Jaunt shall maintain complete control over all of Jaunt's employees and Jaunt's operations. Neither Jaunt nor any person retained by Jaunt may represent, act, or purport to act as the agent, representative, or employee of the County, WillowTree, or Developer. Neither Jaunt nor the County, WillowTree, or Developer is granted any right or authority to assume or create any obligation on behalf of the other.

11. COMPLIANCE WITH LAWS

Jaunt shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

12. NONDISCRIMINATION

Jaunt agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

13. DEFAULT BY JAUNT

13.1 Conditions of Default. In addition to the other defaults specified in this Agreement, the County, WillowTree, or Developer may determine that Jaunt is in default under this Agreement if:

- a) Jaunt fails to promptly commence services on the Commencement Date; or
- b) Jaunt fails duly and punctually to make any payment required hereunder, when due; or
- c) Jaunt makes a general assignment of its assets for the benefit of Jaunt's creditors except for usual and customary credit and security arrangements entered into with banks or other commercial lending institutions; or

d) Jaunt makes an assignment hereunder in violation of the provisions of this Agreement, whether voluntary or by operation of law; or Jaunt fails to provide Services, or to provide the Services in a timely manner as specified in **Exhibit B** for any period of time; or

e) Jaunt becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property; or

f) the interest of Jaunt under this Agreement shall be transferred, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm, corporation, or entity; or

g) The County, WillowTree, or Developer determine that there is a reasonable probability that Jaunt's financial condition is impaired and that Jaunt cannot provide adequate assurances that any conditions giving rise to the impairment of financial condition can be removed within thirty (30) days of receipt of the County, WillowTree, and Developer's demand for same; or

h) Jaunt fails to keep, perform, and observe any other promise, covenant, and agreement set forth in this Agreement, and such failure shall continue for a period of more than ten (10) days after delivery by the County, WillowTree, or Developer of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time, in excess of ten (10) days and Jaunt shall have commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or

i) any representation or warranty made by Jaunt hereunder or under any instrument delivered in connection herewith shall have been false or misleading in any material respect as of the date on which such representations or warranty was made.

13.2 Remedies. Upon the occurrence of a Default, the County, WillowTree, and Developer shall have the following rights and remedies, in addition to all other rights and remedies provided by law or at equity, to which Albemarle County, WillowTree, and Developer may resort cumulatively, or in the alternative.

13.21 Termination. Upon any default, the County, WillowTree, or Developer shall have the right to terminate this Agreement by giving Jaunt written notice of termination in which event this Agreement shall terminate on the date set forth for termination in such notice. Any termination under this paragraph shall not relieve Jaunt from any claim for damages or fees previously accrued or then accruing against Jaunt.

13.22 Damages. In the event Albemarle County, WillowTree, or Developer elects to terminate this Agreement, Jaunt shall pay all amounts owing at the time of termination on account of Jaunt's breach of any term, covenant, or condition of this Agreement including but not limited to unpaid or unearned fees plus interest thereon on all such amounts from the date due until paid at the judgment interest rate; and any other amount to compensate fully for all detriment and damage proximately caused by Jaunt's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom.

13.23 Liquidated Damages. Jaunt understands and agrees that one of the County, WillowTree, and Developer's primary goals in entering into this Agreement is to ensure that customer service provided to the employees and invitees of WillowTree and Developer's tenants using the Shuttle Bus services is of the highest caliber and is consistent with the image that WillowTree and Developer want to project to their users and visitors. Jaunt further agrees that WillowTree and Developer will suffer damage if Jaunt fails to meet these standards and that, due to the nature of certain breaches, the actual damage to WillowTree and Developer would be difficult to quantify.

JAUNT, WILLOWTREE, AND DEVELOPER AGREE THAT THE AMOUNTS SET FORTH IN SUBSECTIONS 13.2.4 BELOW SHALL BE IMPOSED AS LIQUIDATED DAMAGES IF JAUNT BREACHES THE PERFORMANCE STANDARDS REQUIRED BY THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT ACTUAL DAMAGES IN THE EVENT OF A BREACH OF SUCH PERFORMANCE STANDARDS WOULD BE IMPRACTICAL OR VERY DIFFICULT TO DETERMINE. THEREFORE, BY PLACING THEIR SIGNATURES BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNTS SET FORTH IN SUBSECTION 13.2.4 BELOW HAVE BEEN AGREED UPON AS THE PARTIES' REASONABLE ESTIMATE OF DAMAGES IN THE EVENT OF SUCH BREACH. ACCEPTANCE OF ANY LIQUIDATED DAMAGES AS A RESULT OF A PERFORMANCE STANDARD BREACH SHALL NOT PREVENT DEVELOPER OR WILLOWTREE FROM EXERCISING ANY OTHER RIGHT OR REMEDY FOR DEFAULT AVAILABLE TO EITHER PARTY UNDER THIS AGREEMENT

13.2.4 Performance Standard Breaches. The following specified breaches shall be referred to as "Performance Standard Breaches." Jaunt agrees to have imposed in the amount specified below as liquidated damages for the applicable breach.

No drivers for designated scheduled route	\$500.00 per occurrence
Passenger waiting for Shuttle Bus more than thirty (30) minutes during normal operating hours	\$25.00 per passenger per occurrence
Number of complaints exceeds three (3) in any one calendar month period	Warning for first three (3) complaints, \$100.00 for 4 th complaint in calendar month, \$25.00 for each additional complaint per calendar month
Shuttle bus driver not in uniform with name badge display while operating Shuttle Bus	Warning for first violation per calendar month, \$25.00 per additional violation per calendar month
Shuttle Bus driver failing to comply with the performance standards as set out in this Agreement	Warning for first violation per calendar month, \$25.00 per additional violation per calendar month
Failure to make Shuttle Buses available as stipulated in this Agreement	\$500.00 per occurrence

Upon determining the existence of a Performance Standard Breach, the County, WillowTree, and/or Developer shall issue a written notice to Jaunt of the occurrence of such breach and claim for liquidated damages. The notice of Performance Standard Breach shall become final unless the County, WillowTree, and Developer receive from Jaunt no later than ten (10) calendar days after the date of the notice of Performance Standard Breach is received by Jaunt, a written statement from Jaunt including Jaunt's evidence that the breach did not occur. The County, WillowTree, and Developer shall review such evidence and determine, in their reasonable discretion, whether Jaunt has demonstrated that the breach did not occur. If such written evidence is not received within ten (10) calendar days of the date Jaunt received the notice of Performance Standard Breach, the determination shall be final and the applicable liquidated damages shall be deducted from the next scheduled payment due to Jaunt.

13.2.5 No waiver. The agreement as to liquidated damages hereunder by the County, WillowTree, and/or Developer shall not be deemed to be a waiver of any preceding violation by Jaunt of any provision of this Agreement regardless of knowledge of such preceding or subsequent violation at the time such liquidated damage is deducted or the waiver of any other right or remedy allowed in law or in equity. The consent or approval to any act of Jaunt requiring approval shall not be deemed to waive or render unnecessary the need for consent to or approval of any subsequent similar act of Jaunt.

14. JAUNT'S BREACH NOT WAIVED

In the event of any breach of this Agreement by Jaunt, the County, WillowTree, and Developer may, at any time without notice and without any obligation to do so (implied or otherwise), and upon condition that it be for the account and at the expense of Jaunt, and without a waiver of such breach, perform any act which if performed by Jaunt would otherwise cure the breach. If in so doing the County, WillowTree, and/or Developer are required or elect to pay any moneys or do any acts which will require the payment of any moneys or the incurring of any costs or expenses, Jaunt covenants to reimburse the sum or sums of money paid or incurred, together with interest at judgment rate until paid. The receipt showing payment by the County, WillowTree, and/or Developer shall be *prima facie* evidence that the expense incurred was necessary and reasonable and that such expense was incurred on behalf of Jaunt.

15. REPRESENTATIONS AND WARRANTIES

Jaunt represents, warrants, and covenants as follows:

That Jaunt has the power and authority to enter into this Agreement, that the Board of Directors of Jaunt has by corporate resolution approved such power and authority to enter into this Agreement and bind Jaunt, that this Agreement shall be properly executed, delivered, and performed by Jaunt and shall be binding upon Jaunt, and that the individual executing this Agreement is duly authorized to do so.

That Jaunt shall furnish true and accurate financial statements, records, reports, resolutions, certifications, and other information required under **EXHIBIT B** as may be reasonably requested of Jaunt from time to time during the term of this Agreement.

That Jaunt is in compliance with all local, state, and federal laws related to the Services.

That Jaunt possesses the necessary experience and qualifications to provide the Shuttle Bus Services.

That all information provided in connection with the award of this contract is true and correct in all material respects.

16. JAUNT'S BOOKS AND RECORDS

16.1 Maintenance of records. Jaunt shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Jaunt pursuant to this Agreement.

16.2 Inspection. Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the County, WillowTree, or Developer. Jaunt shall provide copies of such documents for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Jaunt's address indicated for receipt of notices in this Agreement.

17. ASSIGNABILITY

Jaunt may not assign this Agreement or any of its rights or obligations under this Agreement without the advance written consent of the County, WillowTree, and Developer, which may be granted, conditioned, or withheld in their sole discretion.

18. GOVERNING LAW

This Agreement shall be construed, and its performance enforced, under the laws of the Commonwealth of Virginia, without reference to conflicts of law principles.

19. NOTICES

Any Party may change its address by giving notice as this section provides. All notices must be in writing and sent to the following addresses, unless duly changed, by facsimile, email (with receipt requested), or by UPS or Federal Express overnight delivery service:

Each Notice to the County shall be addressed as follows:

Albemarle County Executive's Office
401 McIntire Road
Charlottesville, Virginia 22902
Attention: Jeffrey B. Richardson, County Executive
Email: jrichardson3@albemarle.org

Designated Representative: Douglas C. Walker
Email: dwalker@albemarle.org

With a copy (which shall not constitute notice):

Albemarle County Attorney
401 McIntire Road, Suite 325
Charlottesville, VA 22902
Attention: Greg Kamptner, Esq.
Email: gkamptner@albemarle.org

Each Notice to Jaunt shall be addressed as follows:

JAUNT, Inc.
104 Keystone Place
Charlottesville, Virginia 22902-6200
Attention: Brad Sheffield, CEO
Email: brads@ridejaunt.org

Each Notice to WillowTree shall be addressed as follows:

WillowTree
_____ Broadway Street
Charlottesville, Virginia
Attention: Tobias Dengel, CEO
Email:

With a copy to:

Michael Signer, Esquire
_____ Broadway Street
Charlottesville, Virginia

Each Notice to Developer shall be addressed as follows:

Woolen Mills, LLC
1012-C Druid Avenue
Charlottesville, Virginia 22902
Attention: Brian H. Roy
Email:

With a copy to:

Peter J. Caramanis, Esquire
Royer & Caramanis, PLC
200-C Garrett Street
Charlottesville, Virginia 22902

The date such notice shall be deemed to have been received shall be the first to occur of (i) the actual date of receipt if delivered prior to 5:00 pm local time, or (ii) the first calendar day after delivery thereof to UPS or Federal Express ("next day delivery") or delivery of a facsimile or email after 5:00 pm local time.

20. MISCELLANEOUS

20.1 Entire agreement. This instrument contains all of the agreements and conditions entered into and made by and between the parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the parties hereto.

20.2 Headings. The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

20.3 Gender; Number; Including. The use of any gender in this Agreement shall refer to all genders, and the use of the singular shall refer to the plural, and vice versa, as the context may require. The term "including" and variants thereof shall mean "including without limitation."

20.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A faxed, scanned, or electronic signature shall be as effective as an original.

20.5 Severability. If a court of competent jurisdiction finds or rules that any Provision of this Agreement is void or unenforceable, the remaining Provisions of this Agreement shall remain in effect.

20.6 Successors and assigns. The provisions of this Agreement shall, subject to the provisions of this Agreement concerning transfer, apply to and bind the successors and assigns of the parties hereto. An assignment by one party must be approved in writing in advance by the remaining parties.

20.7 No joint venture. The parties do not intend to create a joint venture, partnership, or employer-employee relationship. Jaunt is acting solely as an independent contractor and not as an agent of the County, WillowTree, or Developer. No party has any authority to bind or commit any other party in any way.

20.8 No Third-Party Beneficiaries. This Agreement does not confer any rights on any person or entity who is not a party, whether as a third-party beneficiary or otherwise.

20.9 No Waiver of Sovereign Immunity or Other Immunities. This Agreement and any action taken by the County or its Board of Supervisors pursuant to this Agreement is not, and must not construed to be, a waiver of either sovereign immunity or any other governmental immunity that applies to the County or the Board of Supervisors.

20.10 Non-Liability of County Officers and Employees. No County Supervisor or other County officer or employee shall be personally liable to any of the other parties if there is any default or breach by the County or the Board of Supervisors pursuant to this Agreement.

20.11 Non-appropriation. The obligation of the County to contribute Payments as provided in this Agreement is subject to, and dependent upon, appropriations being made from time to time by the Board. Therefore:

- (a) Obligations in the Event of Non-appropriation. If the Board of Supervisors does not appropriate the County's contribution, then this Agreement shall terminate and the remaining parties shall have no further obligation under this Agreement.

- (b) This Agreement does not Establish an Irrevocable Obligation. Under no circumstances shall this Agreement be construed to establish an irrevocable obligation on the County to contribute to Jaunt as provided in this Agreement.

20.12 Interpretation of this Agreement. This Agreement shall be interpreted in accord with how any terms are defined in this Agreement and otherwise by applying the plain and natural meaning of the words used. The Parties and their respective legal counsel have fully participated in the preparation and negotiation of this Agreement and, accordingly, waive any rule of construction that this Agreement be construed for or against any party by reason of authorship.

20.13 Exhibits and addenda. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment thereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein.

20.14 Dispute Resolution. If there is a dispute of any kind between any parties arising under this Agreement, the resolution process, upon the written request of a party, shall be as follows, unless specifically provided otherwise in this Agreement:

- a. Designation of a Senior Representative; Negotiation. Each of the parties to whom the dispute pertains will designate one or more senior representatives to negotiate with the other parties' senior representatives in good faith and as necessary to attempt to resolve the dispute without any formal proceedings.
- b. Corrective Action. If the negotiated resolution of the dispute requires any party to take, cause to be taken, or cease taking some action or practice, that party shall do so within a reasonable period of time, not to exceed 30 days.
- c. Dispute Resolution Process a Prerequisite to Starting Court Proceedings. No party may initiate court proceedings by filing an action in a court of competent jurisdiction to resolve a dispute until the earlier of: (i) a good faith mutual conclusion by the senior representatives that amicable resolution through continued negotiation of the dispute does not appear likely; or (ii) 60 days after the initial request to negotiate the dispute. After either condition has occurred, a party may file an action in the jurisdiction and venue provided in this Agreement and may pursue any other remedy available at law or in equity. Each party shall be responsible for its own fees and costs.
- d. When the Dispute Resolution Process is Not Required. Nothing in this Section 20.14 will, however, prevent or delay a Party from instituting court proceedings to: (i) avoid the expiration of any applicable limitations period; or (ii) seek declaratory and injunctive relief.

20.15 Force Majeure. If a party's timely performance of any obligation in this Agreement is interrupted or delayed by any occurrence that is not caused by the conduct of the officers or employees of any party, whether the occurrence is an "Act of God" such as lightning, earthquakes, floods, or other similar causes; a common enemy; the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire, or the act or conduct of any person or persons not a party to or under the direction or control of the parties, then performance is excused for a period of time that is reasonably necessary after the occurrence to remedy the effects thereof.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

JAUNT, INC.,
a Virginia corporation

By: _____ [SEAL]
Brad L. Sheffield
Chief Executive Officer

WOOLEN MILLS, LLC
a Virginia limited liability company

By: _____ [SEAL]
Brian Roy
Manager

WILLOWTREE, INC.,
a Virginia corporation

By: _____ [SEAL]
Tobias Dengel
Chief Executive Officer

COUNTY OF ALBEMARLE, VIRGINIA

By: _____ [SEAL]
Jeffrey Richardson
County Executive

Approved as to Form Only:

County Attorney

EXHIBIT A DEFINITIONS

Each reference in the body of the Agreement to specific terms or phrases set forth in this Exhibit shall have the specific meanings and/or contain the respective express information set forth below. To the extent there is a conflict between the information in this Exhibit and any more specific provision of the Agreement, such more specific provision shall control.

“Agreement” means this Shuttle Bus Service Agreement between Albemarle County, WillowTree, Woolen Mills, and Jaunt.

“Assignment” means any dissolution, merger, consolidation or other reorganization of Jaunt, or the sale or transfer of a controlling percentage of the capital stock or membership interests of Jaunt, or the sale of at least fifty-one percent (51%) of the value of the assets of Jaunt.

“Business Day” means any calendar day except a Saturday, Sunday, and any day observed as a Holiday by WillowTree.

“Commencement Date” means the date that Jaunt’s obligations under this Agreement begin.

“Day” means any calendar day, unless a Business Day is specified. The time in which an act is to be performed shall be computed by excluding the first day and including the last day.

“Effective Date” means the date upon which the County, WillowTree, Developer and Jaunt have all executed this Agreement which date shall be set out in the first paragraph on page 1 of this Agreement by the last party to sign the Agreement.

“Fee” means the total compensation payable to Jaunt for fulfilling the Scope of Services pursuant to Section 6.

“Indemnified Parties” means the County, WillowTree, and Developer, their respective directors, officers, employees, and agents.

“Holiday” means each of the following days when the WillowTree is closed: New Year’s Eve, New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, day before Thanksgiving, Thanksgiving Day, Friday after Thanksgiving, and December 24 through 28.

“Jaunt” means JAUNT, Inc., a corporation duly organized and authorized to do business in the Commonwealth of Virginia.

“Performance Standard Breaches” means Jaunt’s failures to perform as more particularly described in Section 13.2.4.

“Scope of Services” means the services, equipment, and personnel to be provided by Jaunt as more fully set forth in EXHIBIT B.

“Shuttle Bus” means a passenger transport vehicle that provides 10 or more seating.

“Shuttle Bus Service” means the Shuttle Bus Service provided by Jaunt pursuant to the terms of this Agreement.

“Shuttle Bus Stop” means each of the stops designated by the County, WillowTree, and Woolen Mills for use by the Shuttle Buses.

“VADMV” means the Virginia Department of Motor Vehicles.

“USDOT” means the United States Department of Transportation.

EXHIBIT B SCOPE OF SERVICES

Jaunt shall perform the following services and provide the following equipment:

1. SERVICES AND EQUIPMENT

1.1 General. The Shuttle Bus Service is intended to provide timely and convenient transportation between Downtown Charlottesville proper and the Woolen Mills development for WillowTree employees and guests, and tenants and guests of Developer. During the term of this Agreement, Jaunt shall provide the highest level of professional, courteous, safe, and efficient Shuttle Bus Service in a quiet and orderly manner, so as not to annoy, disturb, injure, harm, or offend the general public or the passengers using the Shuttle Buses. The Shuttle Bus Service shall include, without limitation: (a) operating Shuttle Buses in accordance with the Shuttle Service Schedule of arrival and departure times attached as **EXHIBIT B-1**; (b) providing licensed, well-trained, professional, and courteous Shuttle Bus drivers to operate the Shuttle Buses and to assist the passengers; and (c) rendering such other related services as may be requested by Albemarle County, WillowTree, and Developer, or more fully set forth in this Agreement.

1.2 Provision and maintenance of Shuttle Buses. At minimum, Jaunt will provide one new ADA accessible passenger shuttle bus (minimum 10 passenger capacity); the Shuttle Bus shall be used solely and exclusively to fulfill Jaunt's obligations under this Agreement and for no other purpose. Wi-Fi will be available for passenger use at all times during Shuttle Bus Service Hours. Each Shuttle Bus will be equipped with bike racks (where legally allowed by Virginia state inspection code) and universal serial bus charging ports, which will be located at passenger seats.

Jaunt is responsible for providing all routine and necessary maintenance and repairs to the Shuttle Buses to ensure efficient and safe operation at all times. Jaunt shall direct its employees to monitor the condition of the Shuttle Bus during the course of operation of the Shuttle Bus, and to promptly report to Jaunt any items of concern.

Each Shuttle Bus will be "wrapped" with Jaunt's "Connect" brand. Each Shuttle Bus shall contain only such route/destination signs and messages that are applicable to the service provided.

1.3 Shuttle Bus Stops and signage. Jaunt will provide Shuttle Bus Stop signs and poles at each Shuttle Bus Stop. If applicable to the specific stops for the specific service to WillowTree, WillowTree will provide logo and artwork for signage and have final design approval. All Shuttle Bus Stops will be ADA compliant. Developer will provide and service a trash receptacle at the Woolen Mills stop(s).

1.4 Transit Visualization System (TransLoc GPS/AVL System). Jaunt will provide and install in each Shuttle Bus all hardware, equipment, and software, including GPS and wireless equipment and internet, required to access the TransLoc mobile application so that passengers may check actual locations of the Shuttle Buses and estimated Shuttle Bus arrival times. The use of this system will allow Jaunt, WillowTree, and passengers to pinpoint locations and specific routes and to provide accurate arrival estimates and locations for all Shuttle Buses on all routes; and will provide, by way of example, information such as management tracking, service hours, historical playback, web based exportable reports including on-time performance, headways, and all arrivals and departures for every Shuttle Bus. As these proceeding items are listed as examples of information only, they are not specifically required under this Agreement.

2. JAUNT PERSONNEL

2.1.1 Shuttle Bus drivers. All of Jaunt's Shuttle Bus drivers and shift supervisors shall be properly licensed and shall possess satisfactory work qualifications and experience with respect to their areas of responsibility. Jaunt shall not employ as a driver of a Shuttle Bus under the Agreement any person who has a poor record for operating any motor vehicle, including a Shuttle Bus. For purposes of this section, a poor driving record means any conviction for driving under the influence or a negative point balance as shown on the driver's record as compiled by the VADMV. A driver must also qualify for a commercial driving license under the applicable rules and regulations promulgated by USDOT and VADMV. Jaunt shall comply with USDOT's requirements for pre-employment drug and alcohol testing, and Jaunt shall participate in a

consortium for random drug and alcohol testing for its employees. Jaunt shall maintain at all times a personnel file for each employee that shall include verifications of employment and the employee's driver's license number and expiration date and any other information required by VADMV. Jaunt represents and warrants that all Shuttle Bus drivers are duly qualified to operate the Shuttle Buses, and that they will all be properly trained in the use and operation of the Shuttle Buses.

2.1.2 Employee use of cell phones. No driver of any shuttle bus shall drive while using a wireless telephone or cell phone. Drivers shall use radios provided by the Jaunt.

2.1.3 Employee appearance and conduct. All employees, while acting within the course and scope of employment by Jaunt in the provision of Shuttle Bus Service under this Agreement, shall be clean, neat in appearance, and uniformly attired, and shall behave courteously. No such personnel shall use improper language or act in a loud, offensive, or otherwise improper manner. Jaunt shall control the conduct, demeanor, and appearance of its agents, employees, and officers while providing the Shuttle Bus Service.

2.1.4 Uniforms and badges. All Shuttle Bus drivers will wear khaki pants, with polo shirts and jackets bearing Jaunt's "Connect" logo. The drivers shall wear in plain view a Jaunt-issued photo identification badge. Each Shuttle Bus driver shall wear as part of the uniform a reliable watch on his or her person during a work shift.

2.1.5 Customer service. All Shuttle Bus drivers shall provide appropriate customer service to passengers including, but not limited to, ADA required assistance and providing information and directions.

3. SHUTTLE BUS SCHEDULE

Jaunt shall operate the Shuttle Buses on every Business Day during the hours 8:00 a.m. through 7:00 p.m. Attached as **EXHIBIT B-1** is the initial Shuttle Bus Schedule. Jaunt will ensure that the Shuttle Bus will arrive no later than two (2) minutes after the designated arrival time at least ninety (90%) percent of each Business Day, provided that Jaunt shall not be responsible for delays beyond its control such as road repairs or major traffic delays that are not customary on the route.

Any proposed changes to the schedule must be submitted to the County, WillowTree, and Developer at least ten (10) days in advance of any proposed change and must be approved in writing prior to implementing the change.

Jaunt covenants to continuously operate the Shuttle Bus as specified in the Shuttle Bus Schedule during the term of the Agreement, and the failure of Jaunt to do so shall constitute a material event of default.

4. CLEAN AND ORDERLY CONDITION

Jaunt shall maintain the interior and the exterior of the Shuttle Buses in a clean, neat, and orderly manner at all times and provide for the timely disposal of trash and debris; and Jaunt shall establish a schedule to ensure interior cleaning of the buses are conducted by Jaunt on a regular basis. Interior cleaning should include, but not be limited to dusting, vacuuming, and spot/spill cleaning.

5. ENFORCEMENT OF NO SMOKING REQUIREMENTS

Jaunt shall post "NO SMOKING" signs on all Shuttle Buses. Jaunt shall ensure that the bus drivers inform passengers, as necessary, that smoking is prohibited on all Shuttle Buses at all times.

6. EQUIPMENT AND SUPPLIES

Jaunt shall provide any and all equipment and supplies that are necessary to provide the Shuttle Bus Service, including, without limitation, Shuttle Buses, employee uniforms, radio communication equipment, radio communication equipment, and reasonable and necessary office equipment. Jaunt shall obtain any and all required permits and licenses to operate the Shuttle Buses and such radios.

EXHIBIT B-1
SHUTTLE BUS SCHEDULE

Initial Shuttle Bus Schedule

(or substantially similar schedule as may be determined by Woolen Mills and WillowTree)

Two stops for pick-up within one (1) block of the Broadway route, including one on or immediately next to the Downtown Mall.

Monday through Friday

8:00 am – 10:00 am – continuous loop operation – (average travel time TBD)

10:00 am – 12:00 pm – at least one loop per hour

12:00 pm – 2:00 pm - continuous loop operation

2:00 pm – 5:00 pm – at least one loop per hour

5:00 pm – 7:00 pm - continuous loop operation

In the event Jaunt employs a vendor-based platform such as Routematch to provide the Services, the written consent of WillowTree will be required.

**RESOLUTION TO APPROVE A PARKING AGREEMENT
BETWEEN THE COUNTY AND LEE ENTERPRISES**

WHEREAS, the Board finds that it is in the best interest of the County to enter into an agreement with Lee Enterprises for 21 parking spaces at The Daily Progress property, located at 685 Rio Road West, Charlottesville, VA 22901, for use by Albemarle County local government, Albemarle County Public Schools (ACPS), and Jefferson Madison Regional Library (JMRL) staff assigned to the Northside Library and the County Warehouse.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves entering into an agreement with Lee Enterprises for 21 parking spaces at The Daily Progress property, located at 685 Rio Road West, Charlottesville, VA 22901, for use by Albemarle County local government, ACPS, and JMRL staff assigned to the Northside Library and the County Warehouse, and authorizes the County Executive to execute the agreement on behalf of the County after approval as to form and substance by the County Attorney.



PARKING AGREEMENT

THIS PARKING AGREEMENT (this "Agreement") is made effective as of the 1st day of May, 2020 (the "Effective Date"), by and between Lee BHM Corp. d/b/a The Daily Progress, a Delaware corporation ("Licensor") and the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia (Licensee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PRIMARY TERM.** The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement. Subject to the fee increases set forth in Section 4 below, Licensee shall have two (2) options of one (1) year each to extend the Initial Term of this Agreement (the "First Option Term" and "Second Option Term," respectively, and together with the Initial Term, the "Term") upon providing a minimum of sixty (60) days' written notice to Licensor prior to the expiration of the Initial Term or First Option Term as may be applicable; provided that at the time of exercise of each option: (i) this Agreement has been not previously cancelled or terminated by either party as provided for in this Agreement, by operation or law or otherwise; and (ii) Licensee is not in default at the time of Licensee's exercise of the option. In addition to any other termination rights set forth in this Agreement, Licensor may terminate this Agreement upon at least Sixty (60) days' prior written notice to Licensee at any time with or without cause.
2. **PARKING STALLS.** Subject to the terms and conditions hereof, Licensor hereby grants Licensee a license to use the twenty-one (21) parking stalls outlined in Exhibit A, attached to and incorporated into this Agreement by this reference, (each a "Parking Stall") in the parking lot located at 685 Rio Road West, Charlottesville, VA 22901, as depicted in Exhibit A (the "Parking Lot"), along with access easements to and from (a) Rio Road West and (b) the Licensee's adjacent property. Licensee may use the Parking Stalls solely for the purpose of the parking of vehicles by Licensee's employees. It shall be Licensee's responsibility to mark each Parking Stall with special lines and to install any signs desired by Licensee (provided the same have been approved by Licensor in advance) at Licensee's sole cost and expense to identify the Parking Stalls.
3. **PARKING AGREEMENT.** Each employee of Licensee that Licensee will allow to use a Parking Stall must sign a Parking Agreement substantially in the form attached hereto as Exhibit B, incorporated into this Agreement by this reference, as such form may be modified from time to time by Licensor (the "Parking Agreement") and submit such signed agreement to Licensor. Notwithstanding any other provision of this Agreement, Licensee is not allowed to permit any other person to park in the Parking Lot.
4. **PARKING FEE.** The parking fee to be paid by Licensee to Licensor during the Term of this Agreement is as follows (the "Fee"):

Initial Term: \$1,260 per month (\$60 per month per Parking Stall)

Option One Term (if exercised): \$1, 365 per month (\$65 per month per Parking Stall)

Option Two Term (if exercised): \$1, 470 per month (\$70 per month per Parking Stall)

Licensee agrees to pay the Fee to Licensor in advance on or before the first day of each month of the Term. Licensor and Licensee understands and agrees that if the Effective Date or last day of the Term occurs on a date that is other than the first or last day (as applicable) of a month, the fee for that month shall be prorated on a per diem basis. Fees that are due and payable by Licensee under this Agreement shall be paid to the following address:

The Daily Progress
685 Rio Road West
Charlottesville, VA 22901
Attn: Accounts Receivable

or to such other place as Licensor may from time to time designate in writing. All payments due from Licensee hereunder which are not paid when due shall bear interest at a rate equal to one and one half percent (1.5%) per month from the date due until paid (the "Default Rate"). Such interest shall be compounded monthly. All Fees shall be paid by Licensee without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds.

5. **PURPOSE.** The Parking Lot shall be used by Licensee solely for purposes of the parking of vehicles by Licensee's employees, in compliance with all applicable laws, ordinances and regulations.

6. **SAFETY REGULATIONS.** Licensee agrees to cause its employees to abide by the following:

- a. Drive slowly and use caution.
- b. Although pedestrians have the right-of-way, they must be alert to vehicles.
- c. Comply with all safety signs.
- d. No weapons, concealed or otherwise, including handguns with valid permits, are allowed in the Parking Lot except as permitted by applicable law.
- e. No smoking is allowed in the Parking Lot.
- f. No cell phone use while driving.

Additional reasonable rules and regulations may be adopted or modified from time to time by Licensor and Licensee hereby agrees to abide by such rules and regulations upon receipt of notice of the same from Licensor.

7. **ASSUMPTION OF RISK.** Licensee and its employees assume all risk and liability associated with any use of the Parking Lot (including but not limited to risk of personal injury, property damage or theft). Licensor, its parent and affiliated companies, shall not have any liability to Licensee or any other party for theft of any vehicle, its contents or other property from the Parking Lot, or damage of any kind or nature to any vehicle, its contents or other property in or on the Parking Lot except as a result of the gross negligence or intentional wrongful acts of Licensor. To the maximum extent permitted by law, Licensee hereby waives on behalf of Licensee, its employees, and any other party using, or parking a vehicle in, the Parking Lot with the permission of Licensee or one of its employees, all claims of any nature which may exist against, or may arise directly or indirectly out of use of the Parking Lot by any such person (the "Claims"), including but not limited to any claims for any personal injury, property damage or

theft, or any rights of subrogation or contribution, and covenants not to sue Licensor, its parent or affiliated companies, based on any Claims except those which result from the gross negligence or intentional wrongful acts of Licensor. At no time shall Licensor, or any of its agents, contractors, employees, parent companies, subsidiaries or affiliates, be considered to have possession of or control over any vehicle, its contents or other property in or on the Parking Lot, and shall in no event have any obligation to protect, care for, or insure any such vehicle, its contents or other property. Licensor is not obligated to provide any staffing, security or monitoring of the Parking Lot and if Licensor in its discretion does provide any staffing, security or monitoring of the Parking Lot, Licensor shall not be deemed to have assumed any duties or obligations which are otherwise disclaimed herein or assumed by Licensee under this Agreement and Licensor may terminate or suspend such services at any time in its discretion.

8. **CONDITION.** Licensee has examined the Parking Lot and knows its condition. Licensee hereby accepts the condition of the Parking Lot in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS. No representations or warranties have been made by or on behalf of Licensor or relied upon by Licensee as to the condition or repair of the Parking Lot, and no agreements have been made by or on behalf of Licensor or relied upon by Licensee with respect to any alterations, repairs or improvements to be made in or about the Parking Lot. Throughout the term of this Agreement, Licensor shall maintain the Parking Lot in good order and provide snow removal, to allow unimpeded access to and use of the subject Parking Stalls.

9. **SURRENDER OF STALLS.** Licensee agrees that upon termination of the Term, whether by expiration or otherwise, Licensee and its employees will peaceably quit and surrender to Licensor the Parking Stalls licensed for use within the Parking Lot. This Section shall survive the termination or expiration of this Agreement.

10. **INDEMNITY.** To the maximum extent permitted under law, Licensee agrees to protect, indemnify, defend (with counsel reasonably acceptable to Licensor) and hold harmless Licensor and its parents, affiliates and successors, and its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all losses, costs, damages, liabilities, expenses and/or injuries (including, without limitation, damage to property and/or personal injuries) directly or indirectly suffered or incurred by any of the Indemnified Parties (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), directly or indirectly arising out of, resulting from, relating to or in any way connected with: (i) any act or omission of Licensee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "Licensee Group") at, on or about the Parking Lot, and/or (ii) any breach or violation of this Agreement or any Parking Agreement on the part of Licensee or any of its employees, and notwithstanding anything to the contrary in this Agreement. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors). Nothing herein shall be deemed a waiver of the Licensee's sovereign immunity.

11. **REMOVAL OF VEHICLES.** Licensor, or any contractor designated by Licensor, may require a parker to remove from the Parking Lot any vehicle which leaks fluids or which is in violation of this Agreement or any Parking Agreement, or may remove the vehicle at the parker's cost if the parker fails to timely move the vehicle. This Section shall survive the expiration or other termination or expiration of the Agreement.

12. **DEFAULT.**

A. In the event that any of the following shall occur (each, a "Default"):

(i) Licensee shall at any time fail to make any payment (or any portion thereof) required of Licensee hereunder by the date when due or within 15 days thereafter; or

(ii) Licensee shall breach or violate any of its duties or obligations set forth in this Agreement and such breach or violation continues for more than thirty (30) days after Licensee's receipt of written notice from Licensor of such breach or violation; or

(iii) this Agreement or Licensee's interest therein, or any interest in Licensee, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Licensee, or any of Licensee's property in the Parking Lot shall be taken or occupied or attempted to be taken or occupied by someone other than Licensee; or

(iv) A receiver, assignee or trustee shall be appointed for Licensee or Licensee's property or if the Licensee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Licensee which Licensee fails to cause to be dismissed within sixty (60) days after filing.

then in any of said cases, Licensor may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Licensor may be entitled under this Agreement, at law or in equity):

(a) At its option, at once, with notice to Licensee, terminate this Agreement and at its option, require payment in full of the Fees due up to the date of termination;

(b) Relet the Parking Stalls or any part or parts thereof, either in the name of or for the account of Licensor or Licensee, at fair market value, which term may at Licensor's option extend beyond the balance of the Term of this Agreement. Except to the extent required under applicable law, Licensor shall not be required to accept any new licensee offered by Licensee or to observe any instructions given by the Licensee about such reletting. Licensee shall pay Licensor any deficiency between the Fees to be paid under this Agreement and the net amount of the fees collected on such reletting, for the balance of the Term of this Agreement, as well as any expenses incurred by Licensor in such reletting.

(c) Require that upon any termination of this Agreement, whether by lapse of time, the exercise of any option by Licensor to terminate the same, or in any other manner whatsoever, immediately vacate all Parking Stalls reserved to Licensee in the Parking Lot. If Licensee or its employees fails to do so, Licensor may, with or without process of law, tow any vehicles remaining thereon at Licensee's sole cost and expense without thereby waiving Licensor's rights to Fees or any other rights given Licensor under this Agreement or at law or in equity; and

(d) Enjoin any such breach of this Agreement by Licensee.

B. Any and all rights and remedies which Licensor may have under this Agreement at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time. The failure of Licensor to enforce rights under this Agreement on one or numerous occasions shall not affect Licensor's ability to enforce that right on any subsequent occasion or occasions.

C. In the event that a Default shall occur and Licensor elects to terminate this Agreement, or upon expiration of this Agreement, Licensee shall not be relieved of its duties or obligations under this Agreement so long as Licensee or any of Licensee's (or its employees') property remains in the Parking Lot. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Agreement.

13. **LIMITATION ON LIABILITY.** It is expressly understood and agreed by Licensee that none of Licensor's covenants, undertakings or agreements contained in this Agreement are made or intended as personal covenants, undertakings or agreements by Licensor or any entity which is affiliated with Licensor, its parent companies or affiliates. Licensee specifically agrees to look solely to Licensor's interest in the Parking Lot for the recovery of any sums, damages, awards or judgments from Licensor. It is agreed that neither Licensor, nor any entity which is affiliated with Licensor (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, investors, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Agreement. LANDLORD, ITS PARENT OR AFFILIATED COMPANIES SHALL NOT HAVE ANY LIABILITY FOR LOSS OF PROFITS, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **ASSIGNMENT AND SUBLETTING.** Licensee and its employees shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Agreement (or any interest of Licensee herein), whether by operation of law or otherwise, and shall not sublicense or sublet, or permit, or suffer the Parking Lot or any part thereof to be used or occupied by others, without Licensor's prior written consent in each instance, which consent may be granted or denied by Licensor in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Licensee or any of its employees in contravention of the provisions of this Section shall be void. For purposes of this Agreement any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Licensee shall constitute an assignment of this Agreement, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Licensee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Licensee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Licensee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

15. **LICENSOR'S RIGHT TO TRANSFER.** This Agreement shall not in any manner or to any extent limit or restrict the right of Licensor to use or dispose of the Parking Lot as Licensor may in its discretion desire. Licensor shall have the right, without consent from Licensee, to assign this Agreement to any person or entity who succeeds (directly, indirectly or by operation of law) to any of Licensor's right, title or interest in or to the Parking Lot.

16. **HOLDING OVER.** Licensee shall have no right to remain in possession of all or any part of the Parking Lot after the expiration of the Term. In the event that Licensee or any of its

employees remains in possession of all or any part of the Parking Lot after the expiration or earlier termination of the Term with Licensor 's consent such tenancy shall be deemed to be a periodic tenancy from month-to-month only, and such tenancy shall not constitute a renewal or extension of this Agreement for any further term; and such tenancy may be terminated by Licensor at any time. Any such month-to-month tenancy shall be subject to every other term, condition, and covenant contained in this Agreement.

17. **MISCELLANEOUS.**

A. **Notices.** Whenever notice is required to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses set forth below, or sent by email to the email address set forth below, provided there is reply confirmation that the email has been received:

If to Licensor:

The Daily Progress
685 Rio Road West
Charlottesville, VA 22901
Attn: Publisher

If to Licensee:

County of Albemarle
Attn.: County Executive
401 McIntire Road
Charlottesville, Virginia 22901

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Agreement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

B. **Waiver of Jury Trial.** Licensor and Licensee, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Agreement against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Licensor and Licensee, Licensee's use or occupancy of the Parking Lot, or any other claims, and any emergency statutory or any other statutory remedy.

C. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

D. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of Licensor and Licensee and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Licensee is comprised of more than one individual or entity, the obligations of such individuals or entities under this Agreement shall be joint and several.

E. Entire Agreement. This Agreement, the exhibits and addenda, if any, contain the entire agreement between Licensor and Licensee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Agreement, have been made to Licensee respecting the condition or the manner of operating the Parking Lot.

F. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

G. No Waiver. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

H. No Third Party Beneficiaries. Licensor and Licensee agree and acknowledge that, except as expressly set forth herein with respect to Indemnified Parties, there are no intended third party beneficiaries of this Agreement nor any of the rights and privileges conferred herein.

I. Governing Law; Venue. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. With respect to any suit, action or proceeding relating to this Agreement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the state or federal courts for Albemarle County, Virginia, (b) submit to the exclusive jurisdiction of such courts, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

J. Counterparts. This Agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

K. Subordinate. This Agreement, and all of Licensee's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Parking Lot (or title thereto) dated prior to the date of this Agreement.

L. Severability. If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

M. Time of the Essence. Time is of the essence of this Agreement, and each and every term and provision hereof.

N. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Agreement cause them to be considered joint venturers or members of any joint enterprise.

O. No Oral Change. This Agreement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

P. Licensee's Authority. Licensee represents and warrants that it has full right, power and authority to execute and deliver this Agreement, and to perform each and all of its duties and obligations hereunder.

Q. Negotiated: The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

R. Brokers. Licensee represents and warrants to Licensor that Licensee has dealt with no broker, finder or similar person or entity in connection with this Agreement, or Licensee's use or occupancy of any stalls in the Parking Lot. To the extent permitted under law, Licensee agrees to indemnify, defend (with counsel acceptable to Licensor) and hold Licensor harmless from and against any and all Claims and Losses brought against, sustained or incurred by Licensor by reason of Licensee's breach of the foregoing representation and warranty.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Licenser and Licensee have executed this Agreement on the date first written above.

Licenser:

LEE BHM CORP.
D/B/A THE DAILY PROGRESS

By: 

Its: Publisher

Licensee:

COUNTY OF ALBEMARLE, VIRGINIA

By: 

Its: County Executive

EXHIBIT A



EXHIBIT B

PARKING AGREEMENT

This agreement made this ____ day of _____, 20__ between Lee BHM Corp. d/b/a The Daily Progress (hereinafter referred to as "BH") and _____ (hereinafter referred to as "Parker").

BH hereby grants Parker the right to park in a parking space designated by BH (the "Parking Space") in The Daily Press parking lot located at 685 Rio Road West, Charlottesville, VA (the "Parking Lot"). Parker expressly understands and agrees that (i) the use of the Parking Space will be solely at Parker's risk; (ii) BH will have no agent or attendant at the Parking Lot to safeguard Parker's automobile or its contents from the theft or damage of any kind; and (iii) BH shall not be liable for any injury to Parker or any loss or damage to Parker's automobile, the parts or contents thereof from any cause whatsoever.

BH shall not be liable for any incidental or consequential damages. PARKER HEREBY RELEASES BH, ITS PARENT COMPANIES AND ITS AFFILIATES, AND THE OFFICERS, DIRECTORS AND EMPLOYEES OF BH, ITS PARENT COMPANIES AND ITS AFFILIATES, FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, WHATSOEVER, ARISING OUT OF OR RELATED TO ANY LOSS, PROPERTY DAMAGE, PHYSICAL INJURY OR DEATH THAT MAY BE SUSTAINED BY PARKER WHILE, IN, ON OR AROUND THE PARKING DECK. THIS RELEASE SHALL BE BINDING UPON PARKER'S RELATIVES, SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ANY OTHER INTERESTED PARTIES.

The Parker may not transfer, trade or assign the Parking Space to any other person. Parker shall not park in any reserved stall which has not been assigned to the Parker. Unless earlier terminated by BH as provided in this Agreement, the license to park hereby created can be terminated by either party giving not less than fifteen (15) days' notice of such termination.

Parker agrees to abide by the rules and regulations with respect to the Parking Lot established by BH from time to time, including without limitation the following safety rules, (collectively, the "Rules and Regulations") at all times:

- a. Drive slowly and use caution.
- b. Although pedestrians have the right-of-way, they must be alert to vehicles.
- c. Comply with all safety signs.
- d. No weapons, concealed or otherwise, including handguns with valid permits, are allowed in the Parking Facility except as permitted by applicable law.
- e. No smoking is allowed in the Parking Lot.
- f. No cell phone use while driving.

BH shall have the right to terminate this Agreement immediately upon (i) the termination of the Parking Agreement between Parker's employer and BH, (ii) the termination of employment of the Parker with such employer, or (iii) the violation of the Rules and Regulations by the Parker.

Parker's Signature: _____

Parker's Printed Name: _____

Date: _____

Make and Model of Vehicle: _____

License Plate No. of Vehicle: _____

ALBEMARLE COUNTY PRIORITY LIST FOR SECONDARY ROAD IMPROVEMENTS, UNPAVED ROADS -Updated 3.9.2020											
RURAL RUSTIC ROAD PAVING PROJECTS IN PRIORITY ORDER (HIGH TO LOW)											
Current Priority (Recommended)	Route Number, Road Name Priority	Location From - To	Length (mi.)	Current Funding/ Project Status	Current Traffic Count	Year of Count	Current Crash Data 2011-2018	thru or dead end	Description/Comments	Year Project placed on	VDOT's Cost Est
1	824 Patterson Mill Lane	From Rt. 888, To paved section	0.73	To be complete Spring 2020	215 avg	2018	2	thru	Public request. Provides improved connection to Rt. 250 and I-84 interchange	2011	\$270,000
2	712 Coles Rolling Road Phase 1	From Rt. 713, To: 1.40 mi east of Route 713	1.4	To be complete Spring 2020	165 avg	2018	2	thru	Public request. Provides thru road connection to primary route (Rt. 20)		\$378,000
3	712 Coles Rolling Road Phase 2	From: 1.40 mi east of Route 713, To: 2.75 mi east of Route 713	1.35	already funded in SSYP FY 20-21	165 avg	2018	4	thru	Public request. Provides thru road connection to primary route (Rt. 20)		\$364,500
3	671 Wesley Chapel Road	From: Rt 668 Chapel Spring Rd, To: Rt 668 Fox Mountain Rd	0.09	in SSYP FY 21	270	2018	0	thru	School transportation request. BOS request	2018	\$55,000
4	782 Reservoir Rd	From paved portion of Reservoir Rd, To: Holiday Trails Ln	0.97	in SSYP FY 21	255 avg	2015	2	dead end	Public request. Serves Camp Holiday Trails, Ragged Mountain Natural Area and access to Ragged Mountain Reservoir	2018	\$436,500
5	784 Bunt Mill Rd	From: Rt. 600 Watts Passage, To: Cindy Ln Rt 1009	0.71	in SSYP FY21-22	210	2018	1	dead end	Public request. Provides access to Fernbrook Natural Area and school bus route. Only portion to Cindy Lane can be under RRR.	2018	\$319,500
6	612 Hammocks Gap Road	From Route 20, To: 0.65 miles south of Route 20 at bridge	0.65	in SSYP FY22	170	2015	0	dead end	Public Request - Only portion closest to Rt 20 can be done under Rural Rustic Program	2016	\$180,000
7	720 Harris Creek Road	From: Rt. 20, To: Dead End	0.38	in SSYP FY22-23	155 avg	2018	0	dead end	Provides thru road connection	2007	\$102,500
8	760 Red Hill School Road	From: Rt. 29, To: Rt. 712	1.53	in SSYP FY 22-23	85 avg	2018	1	thru	Public request. Provides access to school. Serves former DA Village/RR zoning. Provides thru road connection to primary road (Rt. 29), previously killed by residents.	2011	\$375,000
9	833 Cove Garden Rd - west	From: 1.75 miles east of US 29, To: 3.04 miles east of US 29	1.29	in SSYP FY23-24	80	2015	0	thru	Public request. Provides thru road connection to primary road (Rt. 29)	2004	\$320,000
10	833 Cove Garden Rd - east	From: 3.04 miles east of US 29, To: 0.10 miles west of Blank Road	1.23	in SSYP FY23-24	80	2015	0	thru	Public request. Provides thru road connection to primary road (Rt. 29)	2004	\$300,000
10	769 Beam Road	From: Rt. 1494, To: Dead End	0.27	in SSYP FY 24	60	2018	0	dead end	Public request.		\$90,000
11	600 Stony Point Pass - northern segment	From: Route 20, To: 0.90 miles south of Route 20	0.9	in SSYP FY 24	70	2015	9	thru	Public and BOS requests- connection from bridge to Rt 20		\$225,000
12	600 Stony Point Pass - southern segment	From: 1.28 miles north of Route 231, To: Route 231	1.28	in SSYP FY 24	70	2015	9	thru	Public and BOS requests- connection from paved portion to Rt 231		\$315,000
13	721 Old Dominion Road	From: Rt. 6, To: Rt. 830	1.21	in SSYP FY 24-25	70	2018	0	thru	Public request. Serves active quarry site (soil storage)	2006	\$300,000
14	707 Blair Park Road	From: Rt. 891, To: end of state maintenance (before railroad tracks)	0.35	in SSYP FY25	70	2018	0	dead end	Public request. Serves large orchard operation		\$110,000
15	905 Henderson Ln	From: Rt 29, To: dead end	0.34	in SSYP FY25	70	2018	0	dead end	Public request. Provides access from Rt 29 to church	2016	\$76,500
16	723 Sharon Road	From: Rt. 6, To: Rt. 722	1.85	in SSYP FY25-26	80	2018	3	thru	Public request.		\$450,000
17	813 Starlight Road	From: Rt. 712, To: Dead End	0.5	in SSYP FY26	60	2018	0	dead end	Public request.	2004	\$125,000
18	736 White Mountain Road	From: Rt. 635 Craig Store Road, To: Rt. 636 Batesville Rd.	2.6	in SSYP FY28	50	2018	1	thru	Public request. Opposition to the project has been noted.		\$455,000
NOTES: all updated traffic counts as of 1.13.20 VDOT make the determination on whether a road is eligible for RRR paving. All projects are placed on the regular paving list until the determination is made by VDOT [Some projects may not be completed as prioritized due to project complexity and/or available funding]											

REGULAR PAVING PROJECTS IN PRIORITY ORDER (HIGH TO LOW)									
Current Priority	Route Number, Road Name	Location From - To	Length (mi.)	Funding Status	Current Traffic Count	Year of Count	Current Crash Data 2011-2018	Year Project placed on Priority List	Description/Comments
19	643 Rio Mills Road	From Rt. 28, To: Rt. 743		in VDOT SSYP	545 avg	2015	6	2003	Staff request. Serves Level Area, provides access to quarry, provides thru road connection to primary road (Rt. 28). Recommended in Comp. Plan and LRTP. Will need reevaluation upon completion of Connector Road.
20	761 Briery Creek Road	From Rt. 622, To: County Line	1.35	not yet funded	140	2018	2	2005	Public request. At current ranking due to traffic count.
21	629 Horseshoe Bend Road	From Rt. 601, To: Dead End	1.22	not yet funded	120	2018	1	2004	Public request. At current ranking due to traffic count.
22	640 Gilbert Station Road	From: Ashleigh Way Rd 1094, To: paved section	?	not yet funded	120	2015	0		Public request. At current ranking due to traffic count.
23	663 Shelton Mill Road	From Rt. 751, To: Dead End	1.48	not yet funded	110	2015	2	2007	Public request. At current ranking due to traffic count.
24	688 Hungrytown Road	From Rt. 633, To: Dead End	1.81	not yet funded	110	2015	1	2006	School transportation request
25	662 Broad Ave Road	From Rt. 837, To: current paved sections	1	not yet funded	90	2015	2		Public request. At current ranking due to traffic count.
26	634 Spring Valley Road	From Rt. 633, To: Nelson County Line	3.02	not yet funded	65 avg	2015	3	2007	Public request. At current ranking due to traffic count.
27	669 Burch's Creek Road	From Rt. 250, To: Rt. 635 Miller School Rd	2.35	not yet funded	80 avg or 228 avg	2015/2019	3		Public request. At current ranking due to traffic count. (previously Founding Creek Rd)
28	737 Mountain Vista Rd	From: Totter Creek bridge, To: 20 Valley St (Scottsville)	0.93	not yet funded	37.5 avg	2018	3	2018	Public request. town of Scottsville. not be eligible for traditional paving funds due to traffic counts below 50
29	629/624 Browns Gap TP/Headquarters Lane	From: Rt. 610, To: end of Rt. 624	1.5	not yet funded	30	2015	1		Public request. May not be eligible for traditional paving funds due to traffic counts below 50
30	668 Fox Mountain Rd	From: 810 Browns Gap Turnpike, To: 671 Wesley Chapel Rd	4.93	not yet funded	30	2015	0	2018	BOS request. Waiting for resident petition.

UNPAVED ROADS SECTIONS REMOVED BY BOARD OF SUPERVISORS									
	Road Name/No.	Location from - to	Length	year removed	Updated Traffic Count	Year of Count		Year Placed on Priority List	Description/Comments
	667 Catterton Road	From Rt. 601, To: east of Rt. 676	1.83						
	662 Bleak House Road	From Rt. 665, To: paved portion	1.03	2010					
	637 Dick Woods Road	From Rt. 691, To: Rt. 759	2.17	2014					
	796 Blenheim Road	From: north of Rt. 713, and To: south of Rt. 713		2012					
	671 Ballards Mill Road	From Rt. 609, To: Rt. 674	3.12	2017				2007	School transportation request
	674 Sugar Ridge Road	From: Rt. 614, To: Rt. 673	1.47	2017					Public request. At current ranking due to traffic count.
	678 Decca Lane	From Rt. 678, To: Rt. 614	1.72	2017					Public request. At current ranking due to traffic count.
	672 Via Ln	From: Rt. 610, To: dead end	2.75	2018				2018	BOS request
	856 Burton Lane	From Rt. 711, To: Dead End	0.4	2019				2007	Public request. Rt. 711 also unpaved (310/100 avg)

CURRENT UNPAVED ROADS REQUESTS TO GO TO BOARD									
Current Priority (Recommended)	Route Number, Road Name Priority	Location From - To	Length (mi.)	year removed	Updated Traffic Count	Year of Count		Year Placed on Priority List	
	691 Castle Rock Rd	From: Craigs Store Rd 635, To: Dead End	1.2		190	2015		2020	Citizen request. VDOT does not recommend for Rural Rustic.
	617 Rockfish River Rd	From: Nelson County line, To: Howardsville Pike 602	0.9		80	2018		2020	Citizen/BOS request. VDOT does not recommend for Rural Rustic.

Albemarle County SSYP - FY21 to FY26

	FY21	FY22	FY23	FY24	FY25
Allocations by the fiscal year	\$1,128,775	\$877,859	\$1,049,742	\$1,106,662	\$1,106,662
Allocations to be programmed	\$0	\$0	\$0	\$0	\$0

Priority		Route	UPC	Estimate	previous	FY21	FY22	FY23	FY24	FY25
1	Rio Mills Connector	9999	109397	\$3,799,233	\$3,141,711					
2	Patterson Mill Lane	824	111744	\$270,000	\$270,000					
3	Coles Rolling Road	712	113774	\$378,000	\$378,000					
4	Coles Rolling Road	712	113775	\$364,500	\$361,364	\$3,136				
5	Wesley Chapel Road	671	115842	\$55,000	\$0	\$55,000				
6	Reservior Road	702	115841	\$436,500	\$0	\$436,500	\$0			
7	Burnt Mill Road	784	115840	\$319,500	\$0	\$278,860	\$40,640			
8	Hammocks Gap Road	612	113778	\$180,000	\$0	\$0	\$180,000			
9	Harris Creek Road	720	113776	\$102,500	\$0	\$0	\$87,242	\$15,258		
10	Red Hill School Road	760	113779	\$375,000	\$0	\$0	\$214,698	\$160,302		
11	Cove Garden Road	633	113783	\$320,000	\$0	\$0	\$0	\$262,500	\$57,500	
12	Cove Garden Road	633	113784	\$300,000	\$0	\$0	\$0	\$256,403	\$43,597	
13	Beam Road	769	new	\$90,000	\$0				\$90,000	
14	Stoney Point Pass	600	new	\$225,000	\$0				\$225,000	
15	Stoney Point Pass	600	new	\$315,000	\$0				\$315,000	
16	Old Dominion Road	721	113780	\$300,000	\$0				\$20,286	\$279,714
17	Blair Park Road	707	113777	\$110,000	\$0					\$110,000
18	Henderson Lane	805	115843	\$76,500	\$0					\$76,500
19	Sharon Road	723	new	\$450,000	\$0					\$285,169
20	Starlight Road	813	new	\$125,000	\$0					
21	White Mountain Road	736	113858	\$455,000	\$0					
22	Connector Road	9999	111734	\$11,096,200	\$1,222,389	\$355,279	\$355,279	\$355,279		
	CW Traffic Services		99700		\$56,604				\$355,279	\$355,279

Denotes balance after radar sign invoice in the amount of \$38,864.

FY26
\$1,106,662
\$6,552

FY26	Balance	
		Old Secondary/SmartScale Funds
	\$0	
	\$0	
	\$0	\$303,698 surplus funds from completed Projects
	\$0	
	\$0	
	\$0	
	\$0	
	\$0	
	\$0	
	\$0	
	\$0	
	\$0	New Project
	\$0	New Project
	\$0	New Project
	\$0	
	\$0	
	\$0	
\$164,831	\$0	New Project
\$125,000	\$0	New Project
\$455,000	\$0	
		Telefee funds
\$355,279		Telefee funds

**RESOLUTION TO APPROVE A LICENSE AGREEMENT
TO ALLOW THE CONSTRUCTION AND MAINTENANCE OF AN EMERGENCY
ACCESS TO THE CROZET COURT SUBDIVISION**

WHEREAS, Stony Point Design/Building LLC is developing the Crozet Court Subdivision, which includes an emergency access to and from Park Road; and

WHEREAS, Albemarle County Fire Rescue is requiring a secondary emergency access; and

WHEREAS, the Board finds it is in the best interest of the County to enter into an agreement authorizing Stony Point Design/Building LLC to construct and maintain a 14-foot-wide emergency access between Jamestown Road and Agatha Ridge Court to serve as the secondary emergency access to the Crozet Court Subdivision.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Albemarle, Virginia, hereby authorizes the County Executive to execute an agreement authorizing Stony Point Design/Building LLC to construct and maintain a 14-foot-wide emergency access between Jamestown Road and Agatha Ridge Court to serve the Crozet Court Subdivision on behalf of the County after such documents are approved as to substance and form by the County Attorney.

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

Parcel ID Number N/A (Jamestown Road and Agatha Ridge Court)

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

NON-EXCLUSIVE REVOCABLE LICENSE

THIS NON-EXCLUSIVE REVOCABLE LICENSE (the "License") dated March 12, 2020, is by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Licensor") and **STONY POINT DESIGN/BUILD, LLC**, a Virginia limited liability company (hereinafter referred to as "Licensee").

WHEREAS, Licensor is the fee simple owner (a) of Jamestown Road, including that certain presently-unimproved portion northwest of Claudius Court (between Parcel ID Numbers 056D0-00-0D-00100 and 056D0-00-0A-00500) and (b) of Agatha Ridge Court, including that portion southeast of the improved portion of Agatha Ridge Court in the Crozet Court subdivision (between Lots 16 and 17 thereof), located in Albemarle County, Virginia.

WHEREAS, Licensor desires to grant to Licensee a non-exclusive revocable license to use the presently-unimproved portions of both Jamestown Road and Agatha Ridge Court, described below as the "Licensed Premises," for the purposes hereinafter set forth, subject to the terms and conditions set forth in this License.

WITNESS:

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

1. **Grant of License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee a non-exclusive revocable license within the Licensed Premises to establish, install, construct, maintain, and repair a fire apparatus access road. The Licensed Premises consists of (a) that presently-unimproved portion of Jamestown Road northwest of Claudius Court (between Parcel ID Numbers 056D0-00-0D-00100 and 056D0-00-0A-00500) and (b) that portion of Agatha Ridge Court southeast of the improved portion of Agatha Ridge Court in the Crozet Court subdivision (between Lots 16 and 17 thereof).

2. **Establishment and Maintenance of Improvements.** As a condition of subdivision approval, Licensee must establish, install, construct, maintain, and repair, at its sole cost and expense, the following improvements (collectively, the "Improvements") within the Licensed Premises:

- A fire apparatus access road, with an unobstructed width of not less than 14 feet, that otherwise meets all other specifications of Section 503 of the Virginia Statewide Fire Prevention Code

All Improvements within the Licensed Premises will be and remain the property of Licensors.

3. **Maintenance of Licensed Premises and Improvements.** Licensee must maintain, at its sole cost and expense, the Licensed Premises and Improvements. Licensors has the right, but not the obligation, to maintain the Licensed Premises and/or any Improvement(s) in the event that Licensee fails or otherwise refuses to do so, and, thereafter, Licensors will be entitled to reimbursement from Licensee for the reasonable costs associated therewith.

4. **Rights of Licensee Associated with Maintaining the Licensed Premises.** Licensee may enter the Licensed Premises under the following terms:

A. **Right of Ingress and Egress.** Licensee may enter the Licensed Premises at any time for the purpose of inspecting, maintaining, and/or repairing the Licensed Premises and will be solely responsible for inspecting, maintaining, and repairing the Licensed Premises and any Improvements thereon.

B. **Right to Disturb, Maintain and Repair the Licensed Premises.**

(i) While establishing, installing and constructing any Improvements, Licensee may trim, cut or remove from the Licensed Premises any trees, brush or shrubbery and other natural vegetation; remove and relocate fences, structures or other obstructions within the Licensed Premises; and take other similar action reasonably necessary in its good faith judgment to establish, install and construct any required Improvement(s); and

(ii) After establishing, installing and constructing any Improvements, Licensee may trim, cut or remove from the Licensed Premises any trees, brush or shrubbery; remove and relocate fences, structures or other obstructions within the Licensed Premises; and take other similar action reasonably necessary to maintain, operate, use and manage the Licensed Premises.

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

5. **Termination.**

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

B. Within thirty (30) days of the termination of this License, if so requested by the Licensors, Licensee must promptly remove, at its sole cost and expense, any improvements installed by Licensee in the Licensed Premises. If Licensee does not promptly complete such removal, Licensors may either (i) complete such removal and thereafter Licensors will be entitled to reimbursement by Licensee for reasonable costs associated therewith, or (ii) accept ownership of any Improvements and thereupon Licensors will be the sole owner of said Improvements, which will be deemed a part of the real property

and improvements comprising Jamestown Road and Agatha Ridge Court, free and clear of any claims, liens, encumbrances or the like of any party.

6. Non-Exclusivity; Restrictions.

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

B. Each party will use reasonable best efforts to ensure that no party interferes with the peaceful enjoyment of the other party in the rightful use of Jamestown Road and/or Agatha Ridge Court.

C. Licensee may use the Licensed Premises and any Improvements only for the purposes set forth in this License and in accordance with this License. Licensor may enter the Licensed Premises or any Improvements at any time and from time to time for any purpose. Licensee must maintain the Licensed Premises and any Improvements in a neat and orderly fashion at all times, free of refuse and debris and anything that might reasonably pose a hazard or danger to the safety of any person thereupon.

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

7. Liability. Licensor has no affirmative obligation to maintain the Licensed Premises (or any Improvement(s) thereon). Notwithstanding anything to the contrary set forth herein, Licensor has no liability or obligation with respect to the Licensed Premises.

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

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

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

11. **Title, Access and Authority.** Licensor covenants and warrants to Licensee that it presently owns the fee simple interest in and to Jamestown Road and Agatha Ridge Court, and that Licensor is duly authorized and empowered to grant this License.

12. **No Dedication.**

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

B. Notwithstanding any other provision in this License, the License herein granted is not intended to and will not effect or constitute a dedication to the Licensee of the Licensed Premises, and the rights created hereunder are and will remain for the benefit only of the authorized and permitted persons designated herein, including Licensee.

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

14. **Miscellaneous Provisions.**

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

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

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

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

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

F. **Recordation; Release.** In the event of recordation of this License, Licensor and Licensee agree to deliver upon the termination of this License an executed document or instrument (in form reasonably acceptable to Licensor and recordable in the in the Clerk's Office of the Circuit Court of

Albemarle County, Virginia) acknowledging the termination of this License and that Licensee, for itself, its successor and assigns, expressly relinquishes any and all rights and interest in the Licensed Premises arising under this License, and Licensee expressly authorizes Licensor to record such document or instrument in the aforesaid Clerk's Office upon receipt of same.

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

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

WITNESS the following signatures.

LICENSOR

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

By: _____
Jeffrey B. Richardson, County Executive

COMMONWEALTH OF VIRGINIA

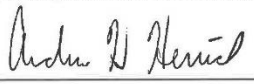
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by Jeffrey B. Richardson, County Executive on behalf of the County of Albemarle, Virginia.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:



County Attorney

LICENSEE:

STONY POINT DESIGN/BUILD, LLC,
a Virginia limited liability company,

By: 
Christopher Henry, President

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this 12th day of March,
20 20 by Christopher Henry, President on behalf of Stony Point Design/Build, LLC.

My Commission Expires: 7/31/2022


Notary Public



**RESOLUTION TO APPROVE CONVEYANCE OF REAL PROPERTY
TO THE CITY OF CHARLOTTESVILLE**

WHEREAS, on December 17, 2018, Albemarle County and the City of Charlottesville signed a memorandum of agreement to develop a joint court complex located at 350 Park Street in downtown Charlottesville; and

WHEREAS, the agreement is premised on the City's stated intention to construct a parking structure on property owned jointly by the City and the County at 701 East Market Street (City Parcel No. 530159000) and adjacent property owned solely by the City, both on East Market Street; and

WHEREAS, the agreement stipulates that the City will purchase the County's one-half interest of the jointly owned property following the completion of a professional appraisal; and

WHEREAS, the appraisal indicates the value of the County's one-half ownership to be \$1,280,000; and

WHEREAS, the Board finds it is in the best interest of the County to convey the County's one-half interest in 701 East Market Street (City Parcel No. 530159000) to the City of Charlottesville as part of the County and City's joint Courts project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Albemarle, Virginia, hereby approves the conveyance of the County's one-half interest in 701 East Market Street (City Parcel No. 530159000) to the City of Charlottesville, for the above purpose, and authorizes the County Executive to execute a Deed of Conveyance and all other necessary documents required in conjunction with the aforementioned sale of property on behalf of the County after such documents are approved as to substance and form by the County Attorney.

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

Parcel ID Number 530159000

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

THIS DEED, dated this _____ day of _____, 2020, is by and between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, the "Grantor," and **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia, the "Grantee," whose address is: c/o Charlottesville City Attorney, P.O. Box 911, Charlottesville, Virginia 22902.

W I T N E S S E T H :

That for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the Grantee the Grantor's one-half undivided interest as a tenant in common in certain real property located in the City of Charlottesville, Virginia (the "Property"). such Property being more particularly described as follows:

All that certain lot or parcel of land, with the improvements thereon and appurtenances thereto pertaining, situated in the City of Charlottesville, Virginia, fronting on Market Street and Seventh Street, N.E., and running back to Eighth Street, N.E., as shown on plat of the Engineering Department of City of Charlottesville, dated February 16, 1959, recorded in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia, in Deed Book 211, page 173, more commonly known as 701 East Market Street, Charlottesville, Virginia.

Being the same property conveyed to the Grantor and Grantee herein by deed of Hedgerow Corporation, a Virginia corporation, dated April 21, 2005 and recorded in the Clerk's Office aforesaid in Deed Book 1026, page 305.

This conveyance is made expressly subject to all easements, conditions, restrictions, reservations and other matters contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by a limitation of time contained therein or have not otherwise become ineffective.

The County of Albemarle, Virginia acting by and through its County Executive, duly authorized by the Board of Supervisors of the County of Albemarle, conveys this Property pursuant to *Virginia Code* §15.2-1800, as evidenced by the County Executive's signature hereto and the recordation of this deed.

The City of Charlottesville, Virginia, acting by and through its City Attorney, the City official designated by the City Manager pursuant to authority granted by resolution of the City Council of the City of Charlottesville, accepts the conveyance of this Property, pursuant to *Virginia Code* §15.2-1803, as evidenced by the signature hereto of the City Attorney and the recordation of this deed.

WITNESS the following signatures and seals:

[Signatures begin on the following page.]

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Jeffrey B. Richardson, County Executive

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing *Deed* was signed, sworn to and acknowledged before me this _____ day of _____, _____ by Jeffrey B. Richardson, County Executive, on behalf of the County of Albemarle, Virginia, Grantor.

Notary Public

My Commission Expires: _____

Registration Number: _____

Approved as to form:

By: _____
County Attorney

[Signatures continue on the following page.]

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
John C. Blair, II, City Attorney

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing *Deed* was signed, sworn to and acknowledged before me this _____ day of _____, _____ by John C. Blair, II, City Attorney, on behalf of the City of Charlottesville, Virginia, Grantee.

Notary Public

My Commission Expires: _____

Registration Number: _____

Approved as to form:

By: _____
City Attorney