

ACTIONS		
Board of Supervisors Meeting of October 21, 2020		
		October 22, 2020
AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
1. Call to Order. <ul style="list-style-type: none"> Meeting was called to order at 1:01 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
4. Adoption of Final Agenda. <ul style="list-style-type: none"> Added discussion of Breezy Hill rezoning application. By a vote of 6:0, ADOPTED the final agenda as amended. 		
5. Brief Announcements by Board Members. <u>Ann Mallek:</u> <ul style="list-style-type: none"> Mentioned that she may have to cut her video feed to preserve the audio if video starts buffering. Announced that the Coalition for Recreational Trails has selected the Blue Ridge Tunnel to receive its Construction and Design Award and that a virtual ceremony will be held on October 22 at 2 p.m. <u>Donna Price:</u> <ul style="list-style-type: none"> Reminded residents of the upcoming election and encouraged everyone to vote and mentioned that early voting was available. Announced that the joint meeting with Scottsville Town Council will be held on October 26 and encouraged residents to participate. Commended Dominion Energy and its power response team for restoring power to her neighborhood and thanked them for their rapid response whenever there is power outages throughout the County. <u>Bea LaPisto-Kirtley:</u> <ul style="list-style-type: none"> Thanked Dominion Energy and Project Plant It for their donation of 500 redbud seedlings that went out to Albemarle County residents. <u>Liz Palmer:</u> <ul style="list-style-type: none"> Announced that the Cove Garden Ruritans will annual apple butter fundraiser will be a drive-thru event due to COVID on November 7 and 8 at Vintage Virginia Apple and Cidery. <u>Diantha McKeel:</u> <ul style="list-style-type: none"> Announced that she has received emails from residents who voted early and were very complimentary of the Electoral Board and County with the safe and speedy process. Complimented Dominion Energy and VDoT for their wonderful responses to calls for service. 		
7. From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board. <ul style="list-style-type: none"> <u>Gary Grant</u>, Rio district resident, thanked the Board for allowing taxpayers to pay for the streaming of Board meetings, and asked questions concerning made by Supervisor, Gallaway on October 7; the Climate Action Plan, Local Government Employee 		

	<p>Compensation; and comments made by Supervisor, LaPisto-Kirtley on September 16.</p> <ul style="list-style-type: none"> • <u>Waki Wynn</u>, Rio district resident, spoke on an upcoming Northfield Manor homestay special exception. 		
8.2	<p>Resolution Combining the Office of Management and Budget and the Department of Finance.</p> <ul style="list-style-type: none"> • ADOPTED resolution. 	<u>Clerk:</u> Forward copy of signed resolution to Finance and County Attorney's office. (Attachment 1)	
8.3	<p>Endorsement for the Nomination of Ann H. Mallek to the Post of Second Vice President of the Virginia Association of Counties.</p> <ul style="list-style-type: none"> • AUTHORIZED chair to sign letter of endorsement. 		
	<p>Discussion: ZMA2019-0004 Breezy Hill.</p> <ul style="list-style-type: none"> • By a vote of 6:0, APPROVED sending the resubmitted Breezy Hill application to the Planning Commission before coming back to the Board. 		
9.	<p>Board of Supervisors and School Board Joint Work Session.</p> <ul style="list-style-type: none"> • HELD. 		
	<p>Recess. The Board recessed at 4:02 p.m., and reconvened at 4:18 p.m.</p>		
10.	<p>Work Session: Proposed Guidelines for Implementation of the Albemarle County Anti-displacement and Tenant Relocation Policy.</p> <ul style="list-style-type: none"> • HELD. 		
11.	<p>Closed Meeting.</p> <ul style="list-style-type: none"> • At 5:21 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 the annual performance of the County Executive; and • Under Subsection (8), to consult with and be briefed by legal counsel regarding specific legal matters requiring legal advice regarding legislation. 		
12.	<p>Certify Closed Meeting.</p> <ul style="list-style-type: none"> • At 6:01 p.m., the Board reconvened into open meeting and certified the closed meeting. 		
13.	<p>From the Public: Matters Not Listed for Public Hearing on the Agenda or on Matters Previously Considered by the Board or Matters that are Pending Before the Board.</p> <ul style="list-style-type: none"> • <u>Delores Carr</u>, Rio district resident, spoke on an upcoming Northfield Manor homestay special exception. 		
14.	<p>Pb. Hrg.: SP202000010 and SE 202000002 Airport Animal Clinic.</p> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED resolutions approving SP202000010 and SE202000002 with conditions. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 2-3)	
15.	<p>Pb. Hrg.: Buck's Elbow Mountain Tower Lease.</p> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED resolution approving a proposed lease and memorandum of lease of the Buck's Elbow Mountain tower site. 	<p><u>Clerk:</u> Forward copy of signed resolution to ECC and County Attorney's office. (Attachment 4)</p> <p><u>County Attorney:</u> Provide Clerk with copy of fully executed lease and memorandum of lease. (Attachments 5-6)</p>	
16.	<p>Pb. Hrg.: Ordinance to Amend County Code Chapter 1, General Provisions.</p> <ul style="list-style-type: none"> • By a vote of 6:0, ADOPTED ordinance. 	<u>Clerk:</u> Forward copy of signed ordinance to County Attorney's office. (Attachment 7)	

17.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> Reminded residents to get out and vote. <p><u>Diantha McKeel:</u></p> <ul style="list-style-type: none"> Encouraged resident to take advantage of early voting. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Mentioned that the Commonwealth Transportation Board was meeting on October 20 and 21 and would likely discuss the 5311 CARES Act funding for Rural Transportation. 		
18.	<p>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"> Presented the County Executive's Monthly report. 		
19.	<p>Adjourn to October 26, 2020, 5:00 p.m., electronic meeting pursuant to Ordinance No. 20-A(14).</p> <ul style="list-style-type: none"> The meeting was adjourned at 6:55 p.m. 		

ckb/tom

Attachment 1 – Resolution Combining the Office of Management and Budget and the Department of Finance
Attachment 2 – Resolution to Approve SP 202000010 Airport Animal Clinic
Attachment 3 – Resolution to Approve A Special Exception for SE202000002 Airport Animal Clinic
Attachment 4 – Resolution to Approve A Telecommunications Tower Lease on Bucks Elbow Mountain
Attachment 5 – Proposed Lease
Attachment 6 – Proposed Memorandum of Lease
Attachment 7 – Ordinance No. 20-1(1)

**RESOLUTION COMBINING THE OFFICE OF MANAGEMENT AND BUDGET
AND THE DEPARTMENT OF FINANCE**

WHEREAS, the Office of Management and Budget has functioned within the County Executive's Office for many years; and

WHEREAS, the County Executive has recommended that the Office of Management and Budget be combined with the Department of Finance to create a renamed Department of Finance and Budget to align the technical and strategic responsibilities of the two departments in order to optimize customer service and internal processes; and

WHEREAS, this recommended merger aligns the County's organization with that provided in Virginia Code § 15.2-519 for the County Executive form of government under which the County of Albemarle exists; and

WHEREAS, the County Executive also recommends that the Department of Finance and Budget operate under the direction of the Chief Financial Officer.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Albemarle, Virginia that the Office of Management and Budget is combined with the Department of Finance, operating under the direction of the Chief Financial Officer; and

BE IT FURTHER RESOLVED that the Department of Finance is renamed the Department of Finance and Budget; and

BE IT FURTHER RESOLVED that the changes described herein are effective as of July 1, 2020; and

BE IT FURTHER RESOLVED that the Board ratifies the actions of the County Executive and any other County officers already taken pertaining to the combination of the Office of Management and Budget and the Department of Finance and the renaming of the Department of Finance.

**RESOLUTION TO APPROVE
SP 202000010 AIRPORT ANIMAL CLINIC**

BE IT RESOLVED that, upon consideration of the staff reports prepared for SP 202000010 and all of their attachments, the information presented at the public hearings, any written comments received, and the factors relevant to special use permits in Albemarle County Code §§ 18-24.2.2.4 and 18-33.40, the Albemarle County Board of Supervisors hereby approves SP 202000010, subject to the conditions attached hereto.

* * * * *

SP2020-10 Airport Animal Clinic Special Use Permit Conditions

1. Development of the use must be in general accord (as determined by the Director of Planning and the Zoning Administrator) with the exhibit titled "Airport Road Animal Clinic Relocation, SUP Exhibit," prepared by Line + Grade Civil Engineering, dated May 7, 2020. To be in general accord with the exhibit, development must reflect the following essential major elements:
 - Location of the existing building
 - Location of the parking areasMinor modifications to the plan which do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance.
2. Any enlargement or expansion of the existing building for the purposes of the veterinary use, other than minor changes needed for renovations and soundproofing, will require an amendment to this Special Use Permit (SP202000010).
3. The hours of operation for the veterinary use may not begin earlier than 7:00 a.m. and may not end later than 8:00 p.m.
4. No outdoor exercise areas or runs.
5. No overnight boarding use, other than for those animals under medical care, may take place at the veterinary clinic.

**RESOLUTION TO APPROVE A SPECIAL EXCEPTION
FOR SE202000002 AIRPORT ANIMAL CLINIC**

BE IT RESOLVED that, upon consideration of the Staff Reports prepared in conjunction with the application and the attachments thereto, including staff's supporting analysis, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-5.1.11(b) and 18-33.49, the Albemarle County Board of Supervisors hereby approves the special exception to allow the proposed veterinary clinic to be located within 200 feet of a residential property line for SE202000002 Airport Animal Clinic, subject to the condition attached hereto.

* * * * *

SE202000002 Airport Animal Clinic Special Exception Condition

1. Development of the use must be in general accord (as determined by the Director of Planning and the Zoning Administrator) with the exhibit titled "Airport Road Animal Clinic Relocation, SUP Exhibit," prepared by Line + Grade Civil Engineering, dated May 7, 2020. To be in general accord with the exhibit, development must reflect the following essential major elements:

- Location of the existing building
- Location of the parking areas

Minor modifications to the plan which do not conflict with the elements above may be made to ensure compliance with the Zoning Ordinance.

**RESOLUTION TO APPROVE A TELECOMMUNICATIONS
TOWER LEASE ON BUCKS ELBOW MOUNTAIN**

WHEREAS, the County owns a 120-foot telecommunications tower and tower site located on Buck's Elbow Mountain, which hosts equipment used by the Charlottesville-U.Va.-Albemarle County Emergency Communications Center ("ECC") as part of the regional 800 MHz. public safety radio system; and

WHEREAS, the County leased excess space on the tower, as well as ground space for an equipment shelter, to Charlottesville Cellular Partnership, the local licensing entity for U.S. Cellular Corporation, from 1996 to 2006; and

WHEREAS, following the expiration of the lease in 2006, U.S. Cellular remained on-site and continued to make payments according to the lease terms, until the parties subsequently entered a new five-year lease with an updated fair market value commencing on July 1, 2008 and including two additional five-year extensions (to commence on July 1, 2013 and July 1, 2018, respectively); and

WHEREAS, USCOC of Virginia RSA #3, Inc. now wishes to enter a new five-year lease to commence on July 1, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Albemarle County, Virginia hereby approves a new tower and ground space lease and memorandum of lease with USCOC of Virginia RSA #3, Inc., and authorizes the County Executive to execute a lease and memorandum of lease on behalf of the County once it has been approved as to substance and form by the County Attorney.

TOWER AND GROUND SPACE LEASE

This lease, dated this _____ day of _____, 20____, is by and between the COUNTY OF ALBEMARLE, a political subdivision of the Commonwealth of Virginia, whose principal address is 401 McIntire Road, Charlottesville, Virginia 22902-4579, hereinafter referred to as "Lessor," and USCOC OF VIRGINIA RSA #3, INC., a Virginia corporation with its principal place of business at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Lessee."

WITNESS:

WHEREAS, the Lessor and Lessee were parties to a Tower and Ground Space Lease from July 1, 2008 to June 30, 2013 (the "Original Lease"), an Addendum to the Original Lease for the term of July 1, 2013 to June 30, 2018 (the "First Addendum"), and a Second Addendum to the Original Lease for the term of July 1, 2018 to June 30, 2023 (the "Second Addendum"), and desire to enter into a new tower and ground space lease.

WHEREAS, the Lessor is the owner of certain real property in the Buck's Elbow area of Albemarle County which has an existing communications tower erected on it and existing communications equipment owned by Lessee; and

WHEREAS, the Lessee desires to lease a portion of the property, including some space on the tower.

NOW THEREFORE, in consideration of the mutual promises, conditions and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Property. The Lessor is the owner of certain property, hereinafter referred to as the "Property," located in the County of Albemarle, Virginia, identified as the "Tower Site" on Exhibit A, which is attached hereto and incorporated herein by reference. Lessor also is the owner of a 150-foot telecommunications tower, hereinafter referred to as the "Tower," which is located on the Property. The portion of the Property that has been used by Lessee for its telecommunications facility, hereinafter referred to as the "Site," is depicted on Exhibit A, which is attached hereto and incorporated herein by reference. The demised premises referred to in Section 2 are located within the Site.

2. Demise of Premises. Lessor hereby lets and demises unto Lessee, and Lessee hereby receives and accepts from Lessor, the following described Premises:

"Tower Space": Attachment locations on the Tower located on the Site for the placement and affixing of: Four (4) approximately 8' panel antennas, 1 Rad Center approximately 102' above ground level, and Eight (8) lines (1-5/8" coaxial cable), and attachment locations for the placement and affixing of one (1) Eight (8') foot microwave dish, 1 Rad Center approximately 75' above ground level and lines (EW-65 coaxial cable), and additional attachment locations on the Tower as authorized by the Lessor in writing.

"Ground Space": 240 square feet of ground space at the Site, adjacent to the base of the Tower for the placement of a radio station concrete equipment shelter ("Lessee's Building") approximately 20' X 12', one generator, and a line bridge structure.

"Access Easement": A nonexclusive easement over the Site, measuring approximately 99 feet in width and 98 feet in length for ingress and egress extending across the Property, which easement shall be for the purposes described herein.

"Utility Easement": An easement for utility lines and related appurtenances extending between the Site and suitable utility company service points.

The Tower Space, Ground Space, Access Easement and Utility Easement are collectively referred to hereinafter as the "Premises," and each shall be located on the Site as shown on Exhibit A.

3. Use of the Premises. Lessee shall be entitled, at Lessee's sole expense, to use and occupy the Premises for the commercial purpose of affixing, installing, operating and/or maintaining four cellular antennas and one microwave antenna on the Tower Space, an access road on the Access Easement, an equipment building on the Ground Space, and a security fence around the perimeter of the Premises, together with all necessary lines, anchors, connections, conduits, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage, as shown on Exhibit A.

4. Term. The term of this Lease shall be five (5) years, commencing on July 1, 2023 and expiring on June 30, 2028 (the "Original Term").

5. Extensions of Term. The parties acknowledge that it is their intent to extend the lease for two (2) additional, five (5) year terms upon the following conditions:

(a) The conditions and provisions contained in this lease will be the basis for any lease amendment executed for a renewal term, except for the rental terms in Section 7.

(b) The annual rent and annual percentage increase in rent for each renewal term will be determined by the parties prior to the renewal term to reflect then existing market conditions (fair market value). Fair market value will be determined by a third-party appraiser to be mutually agreed upon by the parties.

(c) Written notice of intent to renew must be provided by Lessee to Lessor no later than ninety (90) days prior to the expiration of the current term.

(d) Notwithstanding the provisions of this section, neither party is bound to accept a renewal term.

(e) Neither the original nor any renewal term of this Lease shall be established without the express written consent of the Lessor.

All references in this Lease to the "term" of this Lease shall be deemed to include the original term hereof and any and all extensions thereof pursuant to this Section.

6. Option to Terminate. Lessee shall have the unilateral right to terminate this Lease at any time by giving written notice to Lessor of Lessee's exercise of this option and paying to Lessor as liquidated damages an amount equal to one year of rent at the time of termination. These liquidated damages are for Lessor's damages resulting from the termination of the Lease only, and by Lessor's acceptance thereof, Lessor does not waive any right or remedy it may have against Lessee arising from any default by Lessee as described in Section 16 of the Lease, from any damage caused by Lessee to the Property or any improvements thereon, or from Lessee's failure to remove its property and/or restore the property if requested to do so by Lessor, as provided in Section 24.

7. Rent.

7.1. Original Term Rent. Rent for Year One of the Original Term, beginning July 1, 2023 and ending June 30, 2024, shall be as shown below. In Years Two, Three, Four and Five, rent shall increase annually by three (3) percent, also as shown below:

Term	Rent
Year 1 (7/1/23-6/30/24)	\$37,685.76
Year 2 (7/1/24-6/30/25)	\$38,816.33
Year 3 (7/1/25-6/30/26)	\$39,980.82
Year 4 (7/1/26-6/30/27)	\$41,180.25
Year 5 (7/1/27-6/30/28)	\$42,415.65

7.2. Submission of Rent. Rent shall be due annually on the first day of each Lease year (July 1). Payment shall be made to the County of Albemarle, Department of Finance, 401 McIntire Road, Charlottesville, Virginia 22902-4579, and the payment shall identify that it is for the Buck's Elbow Tower and Ground Space Lease, and state the date of this Lease.

8. Maintenance.

8.1. Maintenance of the Tower. Lessor shall, at Lessor's expense, keep the Tower in good condition and repair, and include the Tower in a regular regime of inspection and maintenance. In the event that the condition of the Tower is such that Lessee is unable to transmit, receive, encrypt and translate voice and data signals by means or radio frequency energy and landline carriage from the Site, and such condition is the result of Lessor's failure to keep the Tower in good condition and repair, Lessor shall, upon receipt of notice from Lessee of such inability, promptly make necessary repairs to restore Lessee's ability to provide such services. In the alternative, Lessor may authorize Lessee to make such necessary repairs by written agreement which shall, among other things, specify the work to be performed and the cost therefor. Notwithstanding the foregoing, Lessee may effectuate emergency repairs to the Tower with the prior authorization of Lessor, who shall reimburse Lessee for the reasonable cost for such repairs. Lessor shall not unreasonably withhold such prior authorization.

8.2. Maintenance and Replacement of Equipment. Lessee shall keep all of its antennas, lines, anchors, connections, conduits, devices, and other equipment located on the Tower in good condition and repair. All trash and unwanted debris shall be properly disposed of and removed from the premises. Lessee shall remove any propane tanks from the Premises no later than 60 days after execution of this Lease. Lessee may maintain and repair any lines, anchors, connections, devices or equipment without prior consent of the Lessor.

Lessee shall not add any antennas to the Tower, or relocate its antennas, without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee shall not add or relocate any antennas, lines, anchors, connections, devices or equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. In addition, prior to replacing any currently existing equipment or antennas with new or modified equipment, Lessee shall conduct a structural analysis of the tower, at its sole expense, to ensure that any newly placed equipment will not impair the structural integrity of the tower and provide a copy of the structural analysis report

to Lessor. Lessee shall submit to Lessor the names and proposals of three (3) contractors qualified to perform that work for selection by Lessor.

9. Aviation Hazard Marking. Lessor shall, at Lessor's sole cost and expense, comply at all times with the Tower marking, lighting, recording and notification requirements of the Federal Communications Commission and the Federal Aviation Administration.

10. Utilities. Lessor shall cooperate with Lessee in any efforts made by Lessee to obtain utility services at the Site for Lessee's intended use. Lessee shall be responsible for the separate metering, billing, and payment of its utility consumption by its operation.

11. Taxes. Lessee shall pay all personal property taxes levied against Lessee's Building and Lessee's base station equipment. Lessor shall claim any exemption from real and personal property taxes to which Lessor is entitled.

12. Compliance with Laws. Lessee, shall, at Lessee's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Premises and Lessee's operations thereupon.

13. Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of Lessee, its officers, employees and agents. Nothing in this Section shall require Lessee to indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of Lessor its officers, employees and agents.

14. Insurance. Lessee shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of not less than One Million Dollars covering Lessee's work and operations upon the Property. Lessee shall name the "County of Albemarle, its officers, agents, employees and volunteers" as additional insureds and, within five days of the execution of this Lease, shall provide to Lessor a certificate of insurance so stating.

15. Interference. Lessee's base station shall be installed and operated in a manner which does not cause interference to the operations of any Protected Users. "Protected User" shall mean any user of the Site and the Tower whose claimed protected operations chronologically predate Lessee's accused offending operations. Lessee agrees to immediately cure any such interference or, if such interference cannot immediately be cured, to temporarily reduce power or cease the offending operations, if so demanded by Lessor on the ground of interference, until a cure at full power is achieved. Lessor covenants to use Lessor's best efforts to protect Lessee from interference caused or potentially caused by subsequent users of changes in use.

16. Default. If Lessor or Lessee fails to comply with any provisions of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of default. The grace period shall automatically be extended for an additional thirty (30)

days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

17. Quiet Enjoyment. Lessor hereby covenants that Lessee shall have quiet and peaceful enjoyment of the Premises throughout the lease term as long as Lessee is not in default hereunder.

18. Title, Access and Authority. Lessor covenants and warrants to Lessee that Lessor presently owns the fee simple interest in and to the Property; that Lessor is duly authorized and empowered to enter into this Lease; and that the person executing this lease on behalf of the Lessor warrants himself to be duly authorized to bind the Lessor hereto.

19. Assignment of Lessee's Interest. Lessee's interest under this Lease may be freely assigned in connection with the transfer of the Federal Communications Commission authorization to operate a cellular common carrier mobile radio telephone communications system, so that the name and identity of the holder of Lessee's interest hereunder can be consistent with the name and identity of the holder of said Federal Communications Commission authorization. Any other assignment of this Lease by Lessee shall require Lessor's prior written consent, which consent shall not be unreasonably withheld.

20. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, sorted, handled, or disposed of any hazardous waste or hazardous substances upon the Premises, and that Lessor has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon.

21. Subordination. Lessee agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall inure to Lessee the right to possession of the Premises and other rights granted to Lessee herein so long as Lessee is not in default beyond any applicable grace or cure period, such assurance to be in a form reasonably satisfactory to Lessee.

22. Notices. Any notice, demand or communication which Lessor or Lessee shall desire or be required to give pursuant to the provisions of this Lease, shall be sent by registered or certified mail; and the giving of such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, addressed as indicated below, or to such other address as such party may heretofore have designated.

If to Lessor:

Executive Director
Charlottesville-U.Va.-Albemarle County Emergency Communications Center
2306 Ivy Road
Charlottesville, VA 22903

If to Lessee:

USCOC of Virginia RSA #3, Inc.
Attn: Real Estate Lease Administration
8410 West Bryn Mawr Ave.
Chicago, Illinois 60631

23. Lessee's Personal Property. All personal property placed upon the Premises by Lessee shall remain the sole and exclusive property of the Lessee, and may be removed by Lessee at any time, including upon the expiration or other termination of this lease or any extension hereof.

24. Upon Expiration of this Lease. Prior to the expiration or other termination of this Lease, Lessee may remove Lessee's building, antennas and lines. Upon thirty days' written notice prior to the expiration or other termination of this Lease, at Lessor's request, Lessee shall (i) remove any or all other personal property placed upon the Premises by Lessee, (ii) request that overhead utility lines and related appurtenances be removed from the utility easement and (iii) restore the Premises to its condition as of the original date of this Lease. In no event shall Lessee remove any improvements made to the Tower. Upon the expiration or other termination of this Lease, all improvements made by the Lessee on the Site shall revert to Lessor and shall be free from any encumbrance at the time of such reversion.

25. Limitation of Lessor's Liability. Lessor shall not be liable to Lessee for any damages whatsoever for any damage to Lessee's property located on the Premises, including but not limited to any equipment of Lessee installed on the Tower, or for any interference with, or any damage, injury, or loss to its operations, caused by fire, flood, wind, rain, snow, hail, ice, lightning, earthquake, or any other force of natural cause, or any accident not caused by and not within the control of the Lessor.

26. Binding Effect. All of the covenants, conditions and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

28. Modifications. This Lease cannot be modified except by a written agreement executed by both parties expressly stating that it seeks to modify this Lease.

COUNTY OF ALBEMARLE, VIRGINIA

Approved as to form:

BY: Jeffrey B. Richardson, County Executive

Albemarle County Attorney

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE

The foregoing Tower and Ground Space Lease was signed, sworn to, and acknowledged before me on this _____ day of _____, 20____, by Jeffrey B. Richardson, County Executive, on behalf of the County of Albemarle, Virginia.

Notary Public

My commission expires: _____

USCOC of Virginia RSA #3, Inc.

By: *[Signature]*
Vice President

STATE OF ILLINOIS

COUNTY OF COOK

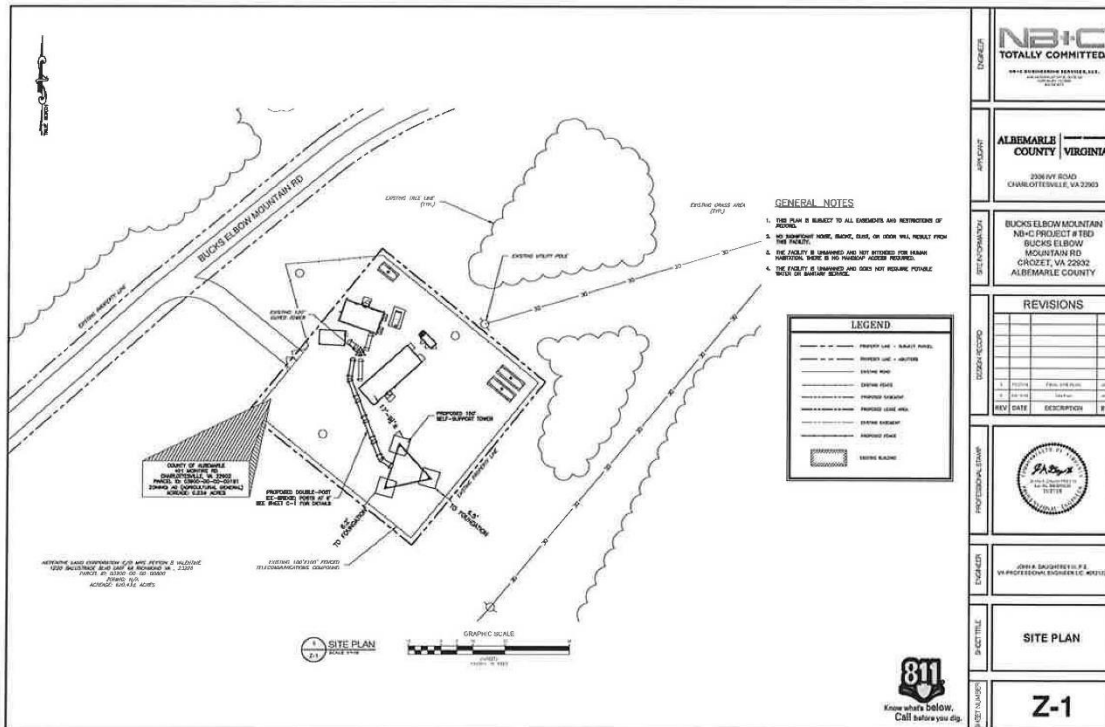
The foregoing Tower and Ground Space Lease was signed, sworn to, and acknowledged before me this 27th day of August, 2020, by Jack R. Phipps, Vice-President, on behalf of USCOC of Virginia RSA #3, Inc.

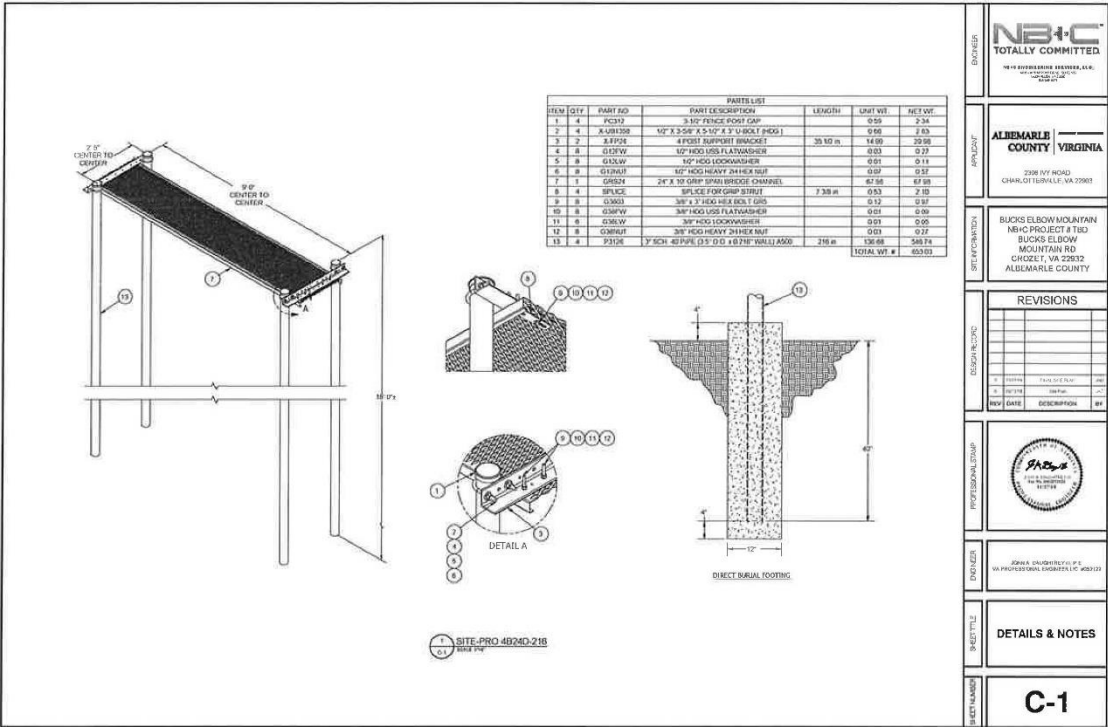
Ellen M Groh
Notary Public

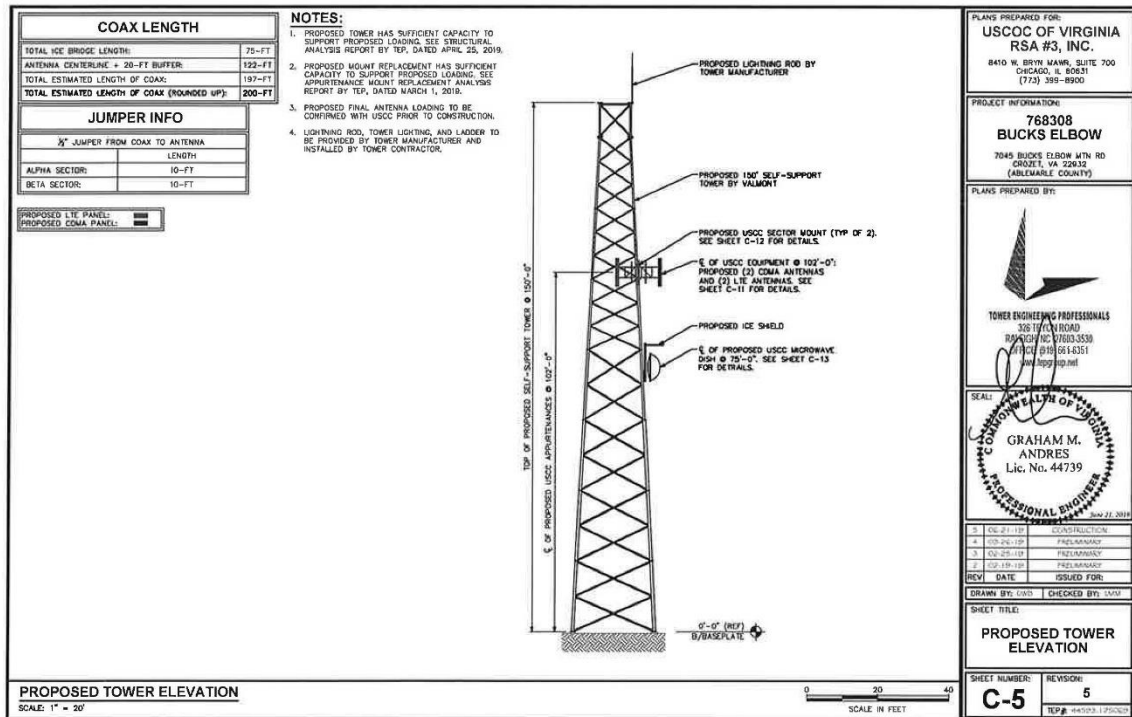
My commission expires: 1/22/2021

7









Prepared by and return to:
 USCOC of Virginia RSA #3, Inc.
 Attention: Real Estate Legal
 8410 W. Bryn Mawr Ave.
 Chicago, IL 60631

Site Name: Bucks Elbow
 Site Number: 768308
 County: Albemarle
 State: Virginia

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and between the County of Albemarle, a political subdivision of the Commonwealth of Virginia, whose address is 401 McIntire Road, Charlottesville, Virginia, 22902-4579, hereinafter referred to as "Landlord", and USCOC of Virginia RSA #3, Inc., a Virginia corporation, whose address is Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, by the terms of a certain Tower and Ground Lease, entered into on the ____ of _____, 20 __, ("the Lease"), the Landlord has leased to Tenant certain property and easements, all being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises"), upon the terms and conditions set forth in the Lease; and

WHEREAS, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Albemarle County, Virginia.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby lease to Tenant the Premises, including certain easements, upon the terms and conditions of the Lease, which is incorporated herein by specific reference, and do agree as follows:

1. The Landlord leases the Premises, including certain easements, all as more particularly described on the attached Exhibit A, to Tenant for an initial lease term of five (5) years. The Lease provides for renewal terms that may extend the term of the lease for up to two (2) additional five (5) year terms, which may be exercised upon the terms and conditions more particularly as set forth in the Lease.
2. This Memorandum of Lease is subject to all the terms and provisions of the Lease, which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Lease and the Memorandum of Lease will be resolved in favor of the Lease.

TENANT: USCOC of Virginia RSA#3, Inc.

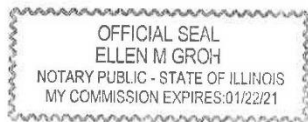
By: JRM
Vice-President

Date: 8-27-2020

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Jack R. Phipps, Vice-President of USCOC of Virginia RSA#3, Inc., known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 27th day of August, 2020

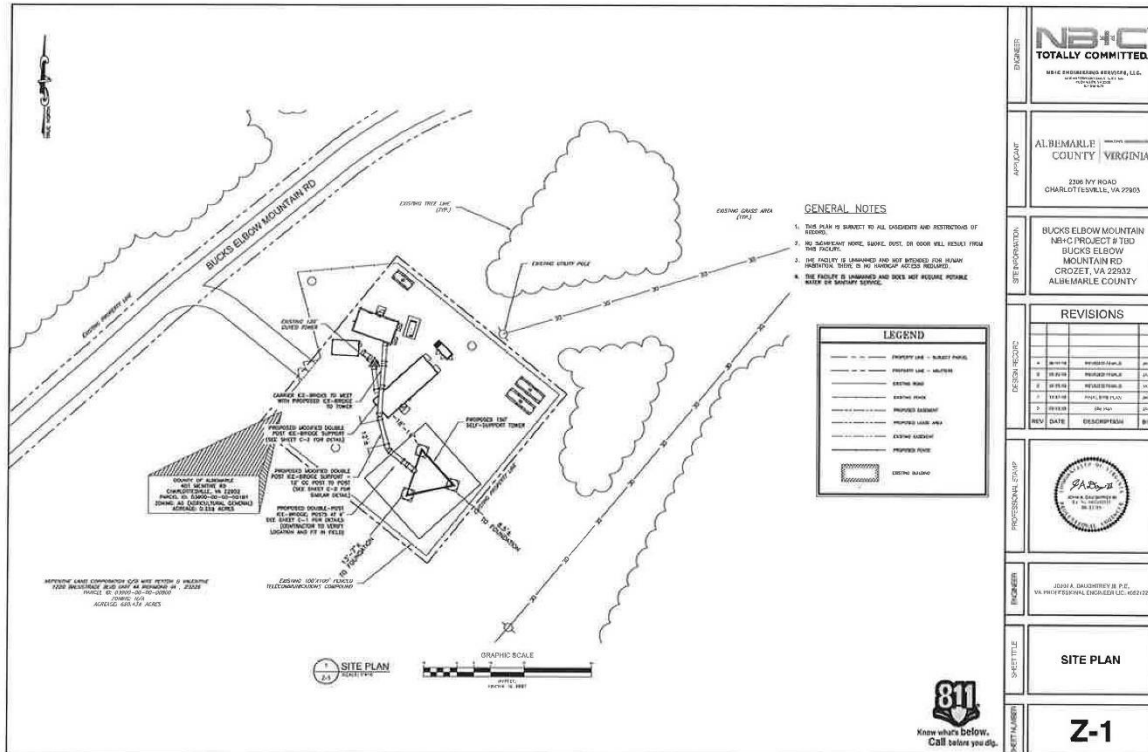


Ellen M Groh
Notary Public
My commission expires 1/22/2021

EXHIBIT A

Legal Description of Premises

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ORDINANCE NO. 20-1(1)

AN ORDINANCE TO AMEND ARTICLE 1, THE ALBEMARLE COUNTY CODE, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF THE COUNTY OF ALBEMARLE, VIRGINIA

BE IT ORDAINED By the Board of Supervisors of the County of Albemarle, Virginia, that Article 1, The Albemarle County Code, of Chapter 1, General Provisions, is hereby amended as follows:

By Amending:**Sec. 1-102 Rules of construction.****Chapter 1. General Provisions****Article I. The Albemarle County Code****Sec. 1-102 Rules of construction.**

The following rules of construction apply to the construction of the Code, unless the application of a rule would be contrary to the purposes of the Code or the context clearly indicates otherwise:

- A. *Catchlines of subsections.* The italicized catchlines of subsections within sections of the Code are intended as mere catchwords to indicate the contents of the subsection and are not part of the substance of the subsection.
- B. *Chapters, articles, divisions, sections, or subsections.* Any references to a chapter, article, division, section, or subsection of the Code is construed to be followed by the words "of the Albemarle County Code of 1998" unless otherwise provided.
- C. *Computation of time.* The manner in which to compute time is as follows:
 - 1. *Providing notice before a public hearing or other proceeding.* When notice is required to be given before a public hearing or other proceeding, the day on which the public hearing or other proceeding will be held is not counted against the time allowed, and the day on which notice is given may be counted against the time allowed.
 - 2. *Act to be performed after a decision or event.* When an act must be performed within a prescribed period of time after a decision or event, the day on which the decision or event occurred is not counted against the time allowed.
 - 3. *Effect of Saturday, Sunday, or legal holiday on time in which to perform an act.* When the Code requires, either by specification of a date or by a prescribed period of time, that an act be performed on a Saturday, Sunday, or legal holiday or on any day or part of a day on which the County office where the act to be performed is closed, the act may be performed on the next business day of the County that is not a Saturday, Sunday, legal holiday, or day on which the County office is closed. Any day on which the governor authorizes the closing of the State government shall be considered a legal holiday.
- D. *Conflicting provisions.* If any chapter, article, division, or section conflicts with another, the provisions of each chapter, article, division, or section shall control on all matters pertaining to the subject matter of that chapter, article, division, or section. If clearly conflicting provisions exist in different sections of the same chapter, the provisions of the section last enacted shall apply unless the construction is inconsistent with the meaning of that chapter.
- E. *Definitions within other chapters.* Any definition within a chapter shall apply only to that chapter unless otherwise provided.
- F. *Gender pronouns.* A word used in the masculine or the feminine, in particular "he," "she," "him," and "her," includes all gender identities.
- G. *Headlines of sections.* The bold-faced headlines of the sections of the Code are intended as mere catchwords to indicate the contents of the section and are not part of the substance of the section.
- H. *Including.* The word "including" is construed to be followed by the phrase "but not limited to."
- I. *Interpretation of words and phrases, generally.* Words and phrases that are not defined in the Code shall be given their plain and natural meaning which is most appropriate in the context in which they are used; provided that technical words and phrases are presumed to be given their technical

meaning and words and phrases having legal significance are presumed to be given their legal meaning.

- J. *May*. Depending on the context in which it is used, the term "may" is permissive or it is the grant of authority to act.
- K. *Notes following sections or subsections*. The legislative history notes and the State law references appearing after sections are not intended to have any legal effect but are merely intended to indicate the sources of the matter contained in the sections.
- L. *Number*. A word used in the singular includes the plural, and a word in the plural includes the singular.
- M. *Officers; employees; departments; boards; commissions; agencies*. Any reference to an officer, employee, department, board, commission, or agency is construed to be followed by the words "of the County of Albemarle, Virginia."
- N. *Owner*. The term "owner," when it is used in reference to a building or land, includes any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety of the whole or a part of the building or land.
- O. *Shall*. The term "shall" is mandatory.
- P. *Signature*. A "signature" may be a mark when a person cannot write.
- Q. *Tense*. In the appropriate context, any word used in the past or present tense includes the future tense.
- R. *Written, writing, or in writing*. The terms "written," "writing," or "in writing" include any representation of words, letters, symbols, numbers, or figures, whether printed or inscribed on a tangible medium, or stored in an electronic or other medium and retrievable in a perceivable form.

(§ 1-101: Code 1967, § 1-2; Code 1975 § 1-2; Code 1988, § 1-2; § 1-101, Ord. No. 98-A(1), 8-5-98)(§ 1-103: Code 1967, § 1-4; Code 1975 § 1-4; Code 1988, § 1-4; § 1-103, Ord. No. 98-A(1), 8-5-98)(§ 1-104: § 1-104, Ord. No. 98-A(1), 8-5-98)(§ 1-105: § 1-105, Ord. No. 98-A(1), 8-5-98)(§ 1-106: § 1-106, Ord. No. 98-A(1), 8-5-98)(§ 1-110: § 1-110, Ord. No. 98-A(1), 8-5-98); § 1-102, Ord. 18-1(1) , 1-10-18; Ord. 20-1(1), 10-21-20)