

<p style="text-align: center;">ACTIONS Board of Supervisors Meeting of September 15, 2021</p>		
		September 16, 2021
AGENDA ITEM/ACTION	ASSIGNMENT	VIDEO
<p>1. Call to Order.</p> <ul style="list-style-type: none"> Meeting was called to order at 1:00 p.m., by the Chair, Mr. Gallaway. All BOS members were present with the exception of Ms. Palmer who arrived at 1:38 p.m. Also present were Jeff Richardson, Greg Kamptner, Claudette Borgersen and Travis Morris. 		Link to Video
<p>4. Adoption of Final Agenda.</p> <ul style="list-style-type: none"> By a vote of 5:0 (Palmer absent), ADOPTED Final Agenda. 		
<p>5. Brief Announcements by Board Members.</p> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> Mentioned that the Rivanna River Basin Commission met on September 14, 2020 and that the Rivanna River Corridor Plan will be out soon. She also mentioned that the conference would be at the end of September and encouraged Board members to attend. Commented that she had recently been appointed to the NACo to the Veterans and Military Service Committee and she had attended her first meeting at which risks associated with Expiration of Term of Service (ETS) were discussed. Announced that the Career Works branch at Rivanna Station has been certified by the state and the Albemarle County branch has almost completed certification as part of Department of Social Services. Announced that Friday, September 17, 2020 is first day of early voting at the County Office Building 5th Street location and that the deadline to register vote is October 12, 2020. <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> Mentioned that Scottsville Farmers Market had been held the previous Saturday and that the Blue Ridge District had the mobile vaccination van available. Encouraged the County Executive review the Albemarle County compensation package. <p><u>Bea LaPisto-Kirtley:</u></p> <ul style="list-style-type: none"> Mentioned that she and Ned Gallaway had attended a VFW ceremony the previous Saturday honoring those who had scarified and served on 9/11. <p><u>Ned Gallaway:</u></p> <ul style="list-style-type: none"> Noted that Ann Mallek was in attendance at the VFW event as well as City of Charlottesville and State representative. He mentioned that the County received a service flag and asked staff to look into the protocol to fly the flag. 	<p><u>Staff:</u> Proceed as directed.</p>	
<p>6. Proclamations and Recognitions.</p> <p>a. VACo Achievement Award.</p> <ul style="list-style-type: none"> Gage Harter, VACo Director of Communications presented award to Emily Kilroy who accepted on behalf of the County. <p>b. Proclamation Celebrating National Hispanic and Latino Heritage Month.</p>	<p>(Attachment 1)</p>	

	<ul style="list-style-type: none"> By a vote of 5:0 (Palmer absent), ADOPTED proclamation and presented to Edgar Lara, Sin Barreras Director of Community Engagement. 	
7.	<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>The following individuals addressed the Board concerning agenda item # 11 Albemarle County's Conservation Easement Programs.</u> <ul style="list-style-type: none"> Rex Linville Neil Williamson <u>Lori Schweller</u> addressed the Board and spoke toward agenda item #9 SE202100030 Ramsay Cottage Homestay Special Exceptions on behalf of the applicant. <u>Chip Giessler</u>, resident of Rio District, spoke concerning a roundabout plan at the front of Dunlora and invited Supervisors to visit his property to see how the proposal would effect his neighborhood first hand. 	
8.1	<p>Fiscal Year 2021 Appropriations.</p> <ul style="list-style-type: none"> ADOPTED resolution to approve appropriation #2021087 for local government projects and programs. 	<u>Clerk:</u> Forward copy of signed resolution to Finance and Budget and County Attorney's office. (Attachment 2)
8.2	<p>Schedule a Public Hearing to Consider the Adoption of an Ordinance to Implement a Cigarette Tax.</p> <ul style="list-style-type: none"> SCHEDULED public hearing for October 20, 2021. 	<u>Clerk:</u> Advertise in the Daily Progress and schedule on October 20 agenda.
8.3	<p>Maintenance Agreement for Brookhill Pedestrian Tunnel.</p> <ul style="list-style-type: none"> ADOPTED Resolution approving both a maintenance agreement with VDOT and a separate "pass through" agreement for the Brookhill developer/owner to provide routine maintenance for this pedestrian underpass, and AUHTORIZED the County Executive to sign both agreements on behalf of the County once they have been approved as to substance and form by the County Attorney. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 3)</p> <p><u>County Attorney:</u> Provide clerk with copy of fully executed agreements. (Attachments 4-5)</p>
8.4	<p>2021 Transportation Revenue Sharing Project Resolutions.</p> <ul style="list-style-type: none"> ENDORSED, grant applications and ADOPTED Resolutions for the Revenue Sharing grant applications. 	<u>Clerk:</u> Forward copy of signed resolutions to Community Development and County Attorney's office. (Attachments 6-7)
8.5	<p>Resolution to Accept road(s) in Old Trail Lower Ballard into the State Secondary System of Highways. (<i>White Hall Magisterial District</i>)</p> <ul style="list-style-type: none"> ADOPTED resolution. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development. (Attachment 8)
8.6	<p>SE202100025 Stonefield Towncenter Block C2-1 Residential Units Special Exception.</p> <ul style="list-style-type: none"> ADOPTED Resolution to approve the special exception request, subject to the condition attached thereto. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 9)
8.7	<p>SE202100026 Stonefield Towncenter Block C2-1 Maximum Stories Special Exception.</p> <ul style="list-style-type: none"> ADOPTED Resolution to approve the special exception request, subject to the condition attached thereto. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 10)

8.8	SE202100029 McCarthy Homestay Special Exception. <ul style="list-style-type: none"> ADOPTED Resolution to approve the special exception, subject to the conditions attached thereto. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 11)	
8.9	SE202100031 Blessing Homestay Special Exception. <ul style="list-style-type: none"> ADOPTED Resolution to approve the special exception, subject to the conditions attached thereto. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 12)	
8.10	SE202100033 R.A. Yancey - Special Exception. <ul style="list-style-type: none"> ADOPTED Resolution to approve the special exception request. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 13)	
9.	SE202100030 Ramsay Cottage Homestay Special Exceptions. (<i>White Hall Magisterial District</i>) <ul style="list-style-type: none"> By a vote of 6:0, ADOPTED resolution to approve the special exception requests, subject to the conditions attached thereto as amended. 	<u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 14)	
10.	Presentation: Southwood Phase I Update. <ul style="list-style-type: none"> RECEIVED. 		
	Recess. At 3:28 the Board recessed and reconvened at 3:46 p.m.		
11.	Presentation: Albemarle County's Conservation Easement Programs. <ul style="list-style-type: none"> RECEIVED. 		
12.	Acquisition of Conservation Easements (ACE) Property Appraisal Request for FY20 Applicant Class. <ul style="list-style-type: none"> By a vote of 6:0, AUTHORIZED an appraisal of the Campbell easement (tax parcel 99-36D) for consideration of the County purchasing a perpetual conservation easement; and AUTHORIZED an appraisal of the Henley easement (tax parcel 40-12A) for consideration of the County purchasing a perpetual conservation easement. 	<u>Community Development:</u> Proceed as authorized.	
13.	Discussion: COVID-19 Update. <ul style="list-style-type: none"> HELD. 		
14.	Closed Meeting. <ul style="list-style-type: none"> At 5:46 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: <ol style="list-style-type: none"> The annual performance of the Clerk; and The annual performance of the County Attorney and the appointment of his successor upon his pending retirement in 2022. 		
15.	Certify Closed Meeting. <ul style="list-style-type: none"> At 6:04 p.m., the Board reconvened into open meeting and certified the closed meeting. 		
16.	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>, resident of the Rio District asked Supervisors questions pertaining to the September 1, 2021 Climate Program Update. <u>Laura Mulligan Thomas</u>, resident of the Rio District spoke on behalf of the Dunlora HOA 		

	<p>Board, Shepherd's Ridge at Dunlora and Dunlora Park concerning a proposal to construct a two-lane traffic circle at the front of Dunlora.</p> <ul style="list-style-type: none"> • <u>Pam Riley</u>, resident of the Scottsville District spoke on the Southwood Phase 1 Rezoning Update that was presented to the Board earlier on the agenda. 	
17.	<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 County Executive's monthly report. 	
18.	<p><u>Pb. Hrg.: ZMA202000007 & SE202000003 RST Residences.</u></p> <ul style="list-style-type: none"> • By a vote of 5:1 (LaPisto-Kirtley), ADOPTED ordinance to approve ZMA202000007 RST Residences. • By a vote of 5:1 (LaPisto-Kirtley), ADOPTED resolution to approve SE202000003, the special exception request, subject to conditions attached thereto. 	<p><u>Clerk:</u> Forward copy of signed ordinance and resolution to Community Development and County Attorney's office. (Attachment 15-16)</p>
	<p>Recess. At 9:46 the Board recessed and reconvened at 9:54 p.m.</p>	
	<p>Note: At 9:46 p.m., Supervisor Palmer left the meeting.</p>	
19.	<p><u>Pb. Hrg.: SP202100009 Natural Burial Ground at Panorama Farms.</u></p> <ul style="list-style-type: none"> • By a vote of 5:0, ADOPTED resolution to approve SP202100009, subject to the revised conditions attached thereto. 	<p><u>Clerk:</u> Forward copy of signed resolution to Community Development and County Attorney's office. (Attachment 17)</p>
20.	<p>From the Board: Committee Reports and Matters Not Listed on the Agenda.</p> <p><u>Ann Mallek:</u></p> <ul style="list-style-type: none"> • Encouraged Board members to consider if they would like to send a letter to Daniel Carey, Secretary of Human Resources, asking for more COVID leadership support. <p><u>Donna Price:</u></p> <ul style="list-style-type: none"> • Announced that at the Scottsville Town Council County meeting on Monday, September 20, she, County staff, and representative from Century Link will discuss Broadband difficulties in Southern Albemarle. 	
21.	<p>Adjourn to September 27, 2021, 6:30 p.m., Joint Community Advisory Committee meeting, electronic meeting pursuant to Ordinance No. 20-A(16).</p> <ul style="list-style-type: none"> • The meeting was adjourned at 10:39 p.m. 	

ckb/tom

Attachment 1 – Proclamation Celebrating Hispanic and Latino Heritage Month

Attachment 2 – Resolution to Approve Additional FY 2021 Appropriation

Attachment 3 – Resolution to Approve Agreements with VDOT and the Brookhill Developer/Owner for the Routine Maintenance of a Pedestrian Underpass Under Polo Grounds Road

Attachment 4 – Draft County – VDOT Agreement

Attachment 5 – Draft County – Developer/Owner Agreement

Attachment 6 – Eastern Avenue South Revenue Sharing Grant Resolution

Attachment 7 – Avon Street Extended Bicycle and Pedestrian Improvements Revenue Sharing Grant Resolution

Attachment 8 – VDOT Resolution – Old Trail – Lower Ballard Field

Attachment 9 – Resolution to Approve SE202100025 Stonefield Towncenter Block C2-1 Residential Units

Attachment 10 – Resolution to Approve SE202100026 Stonefield Towncenter Block C2-1 Maximum Stories

Attachment 11 – Resolution to Approve Special Exception for SE2021-00029 McCarthy Homestay

Attachment 12 – Resolution to Approve Special Exception for SE2021-00031 Blessing Homestay

Attachment 13 – Resolution to Approve Amendment to Special Exceptions for R.A. Yancey Lumber Corp:
Special Exception Request
Attachment 14 – Resolution to Approve Special Exceptions for SE2021-00030 Ramsay Cottage Homestay
Attachment 15 – Ordinance No. 21-A(7) ZMA 2020-00007
Attachment 16 – Resolution to Approve A Special Exception for SE2020-00003 RST Residences
Attachment 17 – Resolution to Approve SP202100009 Natural Burial Ground Panorama Farms

Proclamation Celebrating Hispanic and Latino Heritage Month

- WHEREAS,** Hispanic and Latino Americans make up 18.5% of the nation's population, making them the largest ethnic minority; and
- WHEREAS,** Hispanic and Latino Americans enrich every community they are a part of through their vibrant and diverse cultures; and
- WHEREAS,** Hispanic and Latino Americans have persevered and prospered through their hard work and commitment despite systemic and linguistic barriers; and
- WHEREAS,** Hispanic and Latino Americans make significant contributions through their leadership in government, protecting freedoms as part of the military, helping feed our community through agriculture, inspiring children as educators, helping fight against the COVID-19 pandemic as healthcare professionals, and advancing society through science and technology; and
- WHEREAS,** Hispanic and Latino owned businesses contribute to Albemarle County's economic growth and job creation; and
- WHEREAS,** the stories of Hispanic and Latino community members are woven into the fabric of our community and Hispanic and Latino history is our collective history; and
- NOW, THEREFORE, BE IT PROCLAIMED,** that we, the Albemarle County Board of Supervisors, do hereby recognize September 15 – October 15, 2021 as the 53rd National Hispanic and Latino Heritage Month and recommit to building a diverse and inclusive society that works for all members of our community.

Signed this 15th day of September 2021.

**RESOLUTION TO APPROVE
ADDITIONAL FY 2021 APPROPRIATION**

BE IT RESOLVED by the Albemarle County Board of Supervisors:

- 1) That Appropriation #2021087 is approved;
- 2) That the appropriation referenced in Paragraph #1, above, is subject to the provisions set forth in the Annual Resolution of Appropriations of the County of Albemarle for the Fiscal Year ending June 30, 2021.

**RESOLUTION TO APPROVE AGREEMENTS WITH THE VIRGINIA DEPARTMENT OF
TRANSPORTATION AND THE BROOKHILL DEVELOPER/OWNER
FOR THE ROUTINE MAINTENANCE OF A PEDESTRIAN UNDERPASS
UNDER POLO GROUNDS ROAD**

WHEREAS, the Board approved the Brookhill rezoning in 2016, which included an application plan obligating the property owner to construct a pedestrian underpass that connects a public trail as it passes under Polo Grounds Road; and

WHEREAS, the Virginia Department of Transportation (VDOT) does not routinely maintain pedestrian underpasses and requires an agreement that the County maintain the underpass before considering the roadway as part of the Secondary Street System; and

WHEREAS, the County in turn would require the responsibility for future maintenance of this pedestrian underpass to be borne by the owner of the trail facility; and

WHEREAS, the Board believes it is in the best interest of the County to approve agreements with VDOT and with the Brookhill developer/property owner to ensure the maintenance of the pedestrian underpass.

IT IS HEREBY RESOLVED that the Albemarle County Board of Supervisors hereby approves an agreement with VDOT for the maintenance of a pedestrian underpass under Polo Grounds Road and a maintenance agreement with the Brookhill property owner that requires a responsible party to assume all responsibility to provide routine inspection and maintenance of the pedestrian underpass; and

BE IT FURTHER RESOLVED that the Board hereby authorizes the County Executive to sign the agreements subject to their approval as to substance and form by the County Attorney.

**AGREEMENT FOR THE INSPECTION AND MAINTENANCE
OF THE GRADE SEPARATED STRUCTURE OF POLO GROUNDS ROAD
AND THE BROOKHILL TRAIL/GREENWAY, ALBEMARLE COUNTY**

THIS AGREEMENT FOR INSPECTION AND MAINTENANCE ("Agreement") is made as of the date last signed below, by and between the County of Albemarle (the "County"), and the Commonwealth of Virginia, Department of Transportation (the "Department" or "VDOT");

WHEREAS, the County has a greenway trail known as the Brookhill Trail (the "Trail"), which is located adjacent to the unnamed stream near the Brookhill development in Albemarle County, Virginia; and

WHEREAS, the developer of Brookhill (the "Developer") is required to construct improvements in a portion of the roadway referred to as Polo Grounds Road, which will cross over the unnamed stream along the Brookhill Trail, and which will include a concrete culvert structure (the "Structure") to allow pedestrian traffic to pass under the roadway; and

WHEREAS, the County is entering into a separate agreement with the Developer regarding the Developer's responsibilities for maintenance and inspection of the Structure; and

WHEREAS, because the Structure is intended to serve a secondary purpose that is not essential to the operation of the roadway, the parties to this Agreement agree that the Structure is an extrinsic structure, ineligible for maintenance by the Department at public expense; and

WHEREAS, the costs associated with periodic safety inspections and maintenance of such structures, including ultimate closure or removal, are deemed appropriately sustained by the community that they are intended to serve; and

WHEREAS, the National Bridge Safety Inspection Act requires that uniquely qualified personnel perform periodic safety inspections of roadway structures to ensure their structural integrity and the safety of those using the structures; and

WHEREAS, the County agrees to bear the costs, including but not limited to the construction, maintenance, inspection, and repair, of the Structure, up to but not including the surface of Polo Grounds Road, which the Department shall maintain.

NOW, THEREFORE WITNESSETH, that for and in consideration of the aforesaid recitals, which are hereby incorporated into this Agreement as if fully set forth herein, and in further consideration of the covenants contained herein, the parties agree as follows:

A. The County agrees to the following:

1. The Structure will be treated as an integral part of the highway system, but that the County shall be responsible for routine bridge safety inspections of the Structure, the results of which the County will promptly provide to the Department. All inspections must meet the Department's regulatory guidance and be undertaken by an inspector licensed to perform those inspections to the Department's standards.

2. The Structure shall be inventoried and inspected in accordance with the Department's IIM policy guidance as a large culvert, and that the level of the inventory and inspection shall meet the requirements of the National Bridge Inspection Standards and the Department's IIM policy guidelines provided in the following standards (as they may be amended from time to time):
 - *The National Bridge Inspection Standards (NBIS)* found in the *Code of Federal Regulations title 23 Highways - Part 650, Subpart C*;
 - *The Manual for Bridge Evaluation (MBE)*;
 - *VDOT IIM-S&B-27.8 Bridge Safety Inspections*;
 - *VDOT IIM-S&B-86.1 Load Rating and Posting of Structures (Bridges and Culverts)*.
3. The Department has no maintenance, upkeep and/or repair responsibility or liability for the Structure, except in cases of physical damage resulting from road maintenance operations or road construction projects administered by the Department.
4. The Department, in its sole discretion, may require an inspection of the Structure at any time, and may at any time require that the County perform any maintenance it deems necessary for the timely preservation of the Structure or for public safety. In the event of any disagreement regarding the necessity of an inspection, the Department's determination shall be binding.
5. The County shall operate and maintain all pedestrian facilities within the Structure, or otherwise associated with the Trail crossing of Polo Grounds Road that are within VDOT operated right of way, in compliance with all requirements of the Americans with Disabilities Act or any other state and federal law, and to make no claim for financial assistance from the Department for the operation of the pedestrian facilities.
6. The County shall not fasten or attach to the Structure any pedestrian facility component (including but not limited to: signs, lighting fixtures, paved invert, and hand rails), except (a) by pre-approved attachments to anchor systems installed by the prefabricator or (b) as otherwise approved by the Department in its review of the construction plans. Neither additional attachments to the Structure nor any painting of the Structure's surfaces may be made without approval of the Department's bridge and structures office.
7. All maintenance, repairs or replacements of the Structure performed by the County, and all fastenings or attachments to the Structure made by the County, are herein collectively referred to as the "Work". All of the Work shall be done in accordance with a Single Use Permit issued by the Department pursuant to 24VAC30-151 upon proper application therefor made by the County prior to the commencement of such Work.
8. The County shall carry insurance against liability for personal injury and property damage that may arise from the operation of the Trail, up to one million dollars (\$1,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate. In addition, the County or any contractor or subcontractor of the County who wishes to enter the Property for the purpose of performing Work thereon shall obtain and maintain Workers' Compensation, Employer's

Liability, Commercial General Liability and Automobile Liability insurance as required by, and in the amounts set forth, in the Commonwealth of Virginia Agency Procurement and Surplus Property Manual, as amended (the "Manual"). All insurance required under this Section shall name the Department as an additional insured. The County, or any contractor or other party performing the Work on County's behalf, as the case may be, shall provide to the Department a certificate of insurance evidencing insurance coverage required by this Section prior to commencement of the Work or entry upon the Department's property, and in addition the Contractor shall provide any bonds required by the Manual in form acceptable to the Department. All insurance coverage required hereunder shall require written notice to the Department at least thirty (30) days prior to any cancellation, renewal or expiration of such coverage.

9. If the Structure is no longer required for its intended purpose, the County will permanently close the structure to the Department's satisfaction at no cost to the Department. Alternatively, in such event the Department may elect to close the Structure and recover its costs from the County up to the amount of the actual costs.
10. To timely perform all maintenance of the Structure when required by the Department.
11. To pay all costs of repair of the roadway over the Structure in the event failure of the Structure causes damage to the roadway.
12. Not to seek indemnification or contribution from the Department for any claims or damages arising from improper maintenance or operation of the pedestrian facility by the County.

B. The Department agrees:

1. To accept the operational responsibilities associated with the Structure as part of the highway system carried by the Structure, in keeping with its normal practices and in accord with this Agreement.
2. To coordinate its activities with the County to avoid interfering with the County's activities, events or use of pedestrian facilities within the Structure.
3. To not restrict pedestrian movement on the trail within its right of way without cause.

C. Both parties further acknowledge that:

1. The Department in its sole discretion may close the road above the Structure or the Structure itself, as the Commissioner of Highways or his agent deems necessary for the safety of the public or for the proper completion of work. However, the Department will coordinate its activities with the County to avoid interference with the County's activities, events, and use of the pedestrian facility within the Structure.
2. This Agreement does not relieve the parties hereto of their rights and obligations pursuant to any applicable federal or state laws or regulations.

3. While this Agreement is not intended to relieve the parties hereto for any liability to each other for the parties' actions under this Agreement for which the parties may be subject under the law, nothing in this Agreement is intended to limit or waive either party's rights to assert sovereign immunity as a defense to any action against that party arising from this Agreement.

Witness the following signatures and seals:

County Board of Supervisors of Albemarle County, Virginia

By: _____

Name: _____

Title: _____

Date: _____

Witness: _____

Approved as to form:

Albemarle County Attorney

Commonwealth of Virginia, Department of Transportation

By: _____

Name: _____

Title: _____

Date: _____

Witness: _____

This document was prepared by:
 Mary Katherine McGetrick, Esq.
 Williams Mullen
 200 S. 10th Street, 16th floor
 Richmond, Virginia 23219

Tax Map Parcels 04600-00-00-019B8 and 04600-00-00-019B9

This instrument is exempt from Clerk's fees under Virginia Code § 17.1-266.

AGREEMENT TO MAINTAIN PEDESTRIAN TUNNEL

THIS AGREEMENT, dated this 5th day of May, 2021, is entered into by and between **CROCKETT CORPORATION**, a Virginia corporation ("Crockett") and **BROOKHILL MASTER ASSOCIATION, INC.**, a Virginia non-stock corporation ("Brookhill"), collectively hereinafter called the "Owner," and the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter called the "County."

RECITALS

R-1. Owner is the owner of certain real property described as Albemarle County Tax Map Parcels 46-19B8 and 46-19B9 (together, the "Property"); and

R-2. Owner is proceeding to build on and develop the Property into a residential subdivision known as "Brookhill"; and

R-3. As part of the development of the Property, the Owner has agreed to install a 10' x 8' high box culvert to serve as a pedestrian tunnel, or grade separation structure (the "Tunnel"), which will ultimately be maintained by the Owner, under portions of Polo Grounds Road, identified on the Plan (as defined below) as "Polo Grounds Road", which is maintained by the Commonwealth of Virginia, Department of Transportation ("VDOT"); and

R-4. The Tunnel is required as part of the extension of the existing greenway and trail system which runs through the Property (the "Trail System"), and pursuant to the proffer statement for ZMA 201800011, dated April 18, 2019, as the same may be amended, hereinafter called the "Plan," which is expressly made a part hereof, as approved or to be approved by the County, and which provides for certain improvements to the Trail System through the Property; and

R-5. As a condition of permitting the Tunnel under Polo Grounds Road, VDOT is requiring the County to enter a certain "Agreement for the Inspection and Maintenance of the Grade Separated Structure of Brookhill Trail/Greenway, Albemarle County" (the "VDOT Agreement", a true copy of which is attached hereto and incorporated herein as Exhibit A), in which the County is agreeing to assume responsibility for the Tunnel; and

R-6. As a condition of entering the required VDOT Agreement, the County requires that the Owner assume a portion of the County's obligations, responsibilities, and liabilities under the VDOT Agreement; and

R-7. As part of the ongoing approval of the Brookhill development on the Property, including the Plan and any additional plans or phases of the Plan which may be approved by the County in the future, the County further requires that the Tunnel, including the concrete culvert and all supporting infrastructure necessary to allow safe and convenient passage of pedestrians under Polo Grounds Road, all structures, berms, drainage structures, and any other improvement that may affect the proper functioning of the Tunnel (collectively, the "Facilities") be constructed by the Owner and adequately maintained by the Owner in perpetuity.

In consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

- 1. Obligation of the Owner to construct the Facilities.** The Owner shall construct and protect any required Facilities in accordance with the plans and specifications identified in the Plan and as shown on that certain plan entitled "WPO 201800013 Brookhill VSMP Plan" prepared by Bohler Engineering and last revised 9/27/18.
- 2. Obligation of the Owner to maintain the Facilities.** The Owner shall maintain the Facilities in good working condition for so long as the Facilities exist, in a manner that meets or exceeds the maintenance standards provided herein, subject to the following:
 - A. "Good working condition" defined.** For the purposes of this Agreement, a Facility is in "good working condition" when it performs its design function in accordance with the plans and specifications identified in the Plan, including all conditions imposed in conjunction with approval of the Plan.
 - B. "Maintain and maintenance" defined.** For the purposes of this Agreement, "maintain" and "maintenance" include (but are not limited to): maintaining, repairing, replacing, reconstructing, preserving, and restoring the Facilities or any part thereof necessary to comply with the plans and specifications identified in the Plan.
- 3. Inspections and the Inspection Report by the Owner.** At least once per year following completion of the construction of the Facilities, the Owner must have the Facilities inspected to ensure that the Facilities are in good working condition. The Owner's inspection report to the County must include, at a minimum: the date of the inspection, the name of the inspector, a description of the condition of the concrete culvert and all structures, berms, inlet and outlet structures, and any other improvement that may affect the proper functioning of the Facilities, a list of all deficiencies causing the Facilities not to be in good working condition, if any, a list of required maintenance work to be performed so that the Facilities are restored to good working condition, and the date by which the maintenance work will be performed (the "Inspection Report"). Upon written request from the County, the Owner must submit the Inspection Report and any other requested documentation to

the Director, Albemarle County Department of Facilities and Environmental Services, 401 McIntire Road, Charlottesville, Virginia 22902 or a successor department, office and address as specified by the County to the Owner. The Owner must provide the Inspection Report to the Department within thirty (30) days of such request.

4. **Permission to the County or VDOT to inspect the Facilities.** The Owner hereby grants permission to the County and to VDOT, including its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the County or VDOT deems an inspection to be necessary, subject to the following terms:

A. Purposes for County/VDOT inspection. The County and VDOT may inspect the Facilities for the purpose of determining the condition of the Facilities including (but not limited to) determining whether the Facilities are in good working condition, investigating any deficiencies reported in the Inspection Report, responding to citizen complaints about the Facilities, and inspecting or observing any maintenance of the Facilities.

B. Prior notice to the Owner not required. Neither the County nor VDOT is required to provide prior notice to the Owner to enter the Property to conduct the inspection.

C. Inspection findings and demand for maintenance. The County and/or VDOT will provide the Owner with a copy of the findings of its/their inspection of the Facilities. If the inspection concludes that maintenance of any of the Facilities is required, the County and/or VDOT also will notify the Owner of the required maintenance and the date by which the maintenance work must be completed.

5. **The Owner's response to the Inspection, the Inspection Report or the County's or VDOT's demand for maintenance.** If the Inspection Report under Section 3 or the inspection conducted by the County and/or VDOT under Section 4 identifies Facility deficiencies, the Owner must promptly complete the maintenance work by the date specified in the Inspection Report or as demanded by the County or VDOT. When the maintenance work is completed, a qualified inspector retained by Owner must certify to the County and VDOT that the Facilities are in good working condition.

6. **Permission to the County to access the Facilities to conduct routine maintenance.** The Owner hereby grants permission to the County, including its authorized agents and employees, to enter the Property and to perform routine non-structural maintenance (such as landscaping and cleaning) when the County deems necessary. The County has the right, but not the responsibility, to perform any such maintenance.

7. **Obligation of the Owner to indemnify and hold harmless the County.** The following terms apply to this Agreement:

A. Owner Performance under the VDOT Agreement. The Owner hereby assumes all obligations, responsibilities, and liabilities of the County under the VDOT Agreement.

B. No County liability. This Agreement imposes no liability of any kind whatsoever on the County, including its agents, officers and employees.

C. Obligation of the Owner to indemnify and hold harmless. The Owner hereby indemnifies and holds harmless the County (including its agents, officers and employees) for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County (including its agents, officers and employees) resulting from (a) the VDOT Agreement or (b) the failure of the Facilities to perform their design function or to otherwise operate properly; any repairs, maintenance, construction, or any other acts performed by the County or the Owner, including their respective agents, officers and employees, related to the Facilities, regardless of how those acts were performed, except if the County's acts are the product of willful misconduct.

D. Notice of and defense of actions. If a claim is asserted against the County, including its agents, officers and employees, based upon any of the indemnities in subsection (C), the County will promptly notify the Owner of the claim. The Owner shall defend, at its expense, any lawsuit or other action arising therefrom. If, as a result of a claim, any judgment is allowed against the County, its agents, officers and employees, or any of them, the Owner shall pay all damages, costs, expenses and fees associated with the judgment.

8. References to County departments and officers; successors. Any reference in this Agreement to a County department or office includes its successor department or office as determined by the County.

9. Covenant running with the land. This Agreement will be recorded by the County in the Clerk's Office of the Circuit Court of Albemarle County, Virginia. It constitutes a covenant running with the land, and is binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners' association.

10. Date of this Agreement. This Agreement will be deemed to have been entered into by the parties and will be effective on and after the date it is signed by the Albemarle County Executive.

WITNESS the following signatures:

OWNER:

CROCKETT CORPORATION

By: Ann O. Haugh

Name: ANN O. HAUGH

Title: President

COMMONWEALTH OF VIRGINIA

~~CITY~~ COUNTY OF ALBEMARLE :

The foregoing instrument was acknowledged before me this 5th day of MAY, 2021 by Ann O. Haugh as President of Crockett Corporation, a Virginia corporation.

[Signature]

Notary Public


My Commission Expires: 8-31-2024

Registration Number: 101961

SIGNATURES CONTINUE ON THE FOLLOWING PAGE



BROOKHILL MASTER ASSOCIATION, INC.

By: 
Alan R. Taylor, Jr., President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Charlottesville:

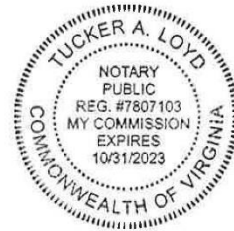
The foregoing instrument was acknowledged before me this 10th day of May, 2021
by Alan R. Taylor, Jr. as President of Brookhill Master Association, Inc., a Virginia non-stock
corporation.



Notary Public

My Commission Expires: Oct. 31st 2023

Registration Number: 7807103



SIGNATURES CONTINUE ON THE FOLLOWING PAGE

COUNTY OF ALBEMARLE, VIRGINIA

By: _____

Jeffrey B. Richardson, County Executive

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021
by Jeffrey B. Richardson, County Executive, on behalf of the County of Albemarle, Virginia.

Notary Public

My Commission Expires: _____

Registration Number: _____

Approved as to Form:

County Attorney

Date

**RESOLUTION TO PARTICIPATE IN
VIRGINIA DEPARTMENT OF TRANSPORTATION
REVENUE SHARING PROGRAM FOR FISCAL YEARS 2023 AND 2024**

Eastern Avenue South Connection

WHEREAS, the County of Albemarle desires to submit an application for the allocation of funds through the Virginia Department of Transportation Fiscal Year 2023 and 2024 Revenue Sharing Program; and

WHEREAS, the County is willing to commit local funds of a minimum of fifty percent (50%) of the total project cost in order to compete for a Revenue Sharing Program award; and

WHEREAS, these funds are requested to implement the Eastern Avenue South Connection project, which proposes to construct a new road connection from the intersection of Eastern Avenue and Westhall Drive to Cory Farms Road/US 250 (Rockfish Gap Turnpike), including bike lanes, sidewalks, and a bridge over Lickinghole Creek.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby commits to provide local funds of a minimum of fifty percent (50%) of the total project cost in its application for revenue sharing funds from the FY 2022 Virginia Department of Transportation Revenue Sharing Program and requests that the Virginia Department of Transportation approve the County's application.

BE IT FURTHER RESOLVED THAT the Board of Supervisors hereby authorizes the County Executive to execute project administration agreements for any approved Fiscal Year 2023 and 2024 Revenue Sharing Program projects.

**RESOLUTION TO PARTICIPATE IN
VIRGINIA DEPARTMENT OF TRANSPORTATION
REVENUE SHARING PROGRAM FOR FISCAL YEARS 2023 AND 2024
Avon Street Extended Bicycle and Pedestrian Improvements**

WHEREAS, the County of Albemarle desires to submit an application for the allocation of funds through the Virginia Department of Transportation Fiscal Year 2023 and 2024 Revenue Sharing Program; and

WHEREAS, the County is willing to commit local funds of a minimum of fifty percent (50%) of the total project cost in order to compete for a Revenue Sharing Program award; and

WHEREAS, these funds are requested to implement the Avon Street Extended Bicycle and Pedestrian Improvements project, which proposes to construct a shared use path adjacent to the western side of Avon Street Extended from Mill Creek Drive to Peregory Lane, including a pedestrian crossing of Avon Street near Swan Lake Drive.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby commits to provide local funds of a minimum of fifty percent (50%) of the total project cost in its application for revenue sharing funds from the FY 2023 and 2024 Virginia Department of Transportation Revenue Sharing Program and requests that the Virginia Department of Transportation approve the County's application.

BE IT FURTHER RESOLVED THAT the Board of Supervisors hereby authorizes the County Executive to execute project administration agreements for any approved Fiscal Year 2023 and 2024 Revenue Sharing Program projects.

The Board of County Supervisors of Albemarle County, Virginia, in regular meeting on the 15th day of September 2021, adopted the following resolution:

R E S O L U T I O N

WHEREAS, the street(s) in **Old Trail – Lower Ballard Field**, as described on the attached Additions Form AM-4.3 dated **September 15, 2021**, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised the Board that the street(s) meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle Board of County Supervisors requests the Virginia Department of Transportation to add the street(s) in **Old Trail – Lower Ballard Field**, as described on the attached Additions Form AM-4.3 dated **September 15, 2021**, to the secondary system of state highways, pursuant to §33.2-705, Code of Virginia, and the Department's Subdivision Street Requirements; and

BE IT FURTHER RESOLVED that the Board guarantees a clear and unrestricted right- of-way, as described, exclusive of any necessary easements for cuts, fills and drainage as described on the recorded plats; and

FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

* * * * *

Report of Changes in the Secondary System of State Highways

Project/Subdivision: Old Trail - Lower Ballard Field

Addition - New subdivision street §33.2-705

Rte Number	Street Name	From Termini	To Termini	Length	Number Of Lanes	Recordation Reference	Row Width
1811	Grass Dale Lane	Alley C (PVT)	0.027 Miles North to Rt 1814, West End Drive	0.03	2	DB 2895, PGS 483-499	40
1811	Grass Dale Lane	Rt 1818, Hampstead Drive	0.026 Miles North to Alley C (PVT)	0.03	2	DB 2895, PGS 483-499	40
1811	Grass Dale Lane	Rt 1820, Welbourne Lane	0.046 Miles North to Rt 1818, Hampstead Drive	0.05	2	DB 2895, PGS 483-499	40
1812	Haden Terrace	Rt 1819, Haden Lane	0.08 Miles North to ESM	0.08	2	DB 2895, PGS 483-499	40
1813	Summerford Lane	Alley C (PVT)	0.029 Miles North to Rt 1814, West End Drive	0.03	2	DB 2895, PGS 483-499	40
1813	Summerford Lane	Alley E (PVT)	0.037 Miles North to Rt 1820, Wellbourne Drive	0.04	2	DB 2895, PGS 483-499	40

1813	Summerford Lane	Alley (PVT)	0.022 Miles North to Rt 1215, Killdeer Lane	0.02	2	DB 2895, PGS 483-499	40
1813	Summerford Lane	Rt 1029, Haden Place	0.012 Miles North to ESM	0.01	2	DB 2895, PGS 483-499	40
1813	Summerford Lane	Rt 1215, Killdeer Lane	0.069 Miles North to Rt 1029, Haden Place	0.07	2	DB 2895, PGS 483-499	40
1813	Summerford Lane	Rt 1814, West End Drive	0.022 Miles North to Alley (PVT)	0.02	2	DB 2895, PGS 483-499	40
1813	Summerford Lane	Rt 1818, Hempstead Drive	0.03 Miles North to Alley C (PVT)	0.03	2	DB 2895, PGS 483-499	40
1813	Summerford Lane	Rt 1820, Welbourne Drive	0.014 Miles North to Rt 1818, Hampstead Drive	0.01	2	DB 2895, PGS 483-499	40
1813	Summerford Lane	Rt 1832, Brook View Lane	0.026 Miles North to Alley E (PVT)	0.03	2	DB 2895, PGS 483-499	40
1814	West End Drive	Rt 1718, West End Circle	0.034 Miles East to Rt 1819, Haden Lane	0.03	2	DB 2895, PGS 483-499	40
1814	West End Drive	Rt 1811, Grass Dale Lane	0.097 Miles East to Rt 1813, Summerford Lane	0.1	2	DB 2895, PGS 483-499	40
1814	West End Drive	Rt 1813, Summerford Lane	0.03 Miles East to Rt 1817, West End Circle	0.03	2	DB 2895, PGS 483-499	40

1814	West End Drive	Rt 1815, Old Trail Drive	0.058 Miles East to Rt 1811, Grass Dale Lane	0.06	2	DB 2895, PGS 483-499	40
1814	West End Drive	Rt 1817, West End Circle	0.055 Miles East to Rt 1817, West End Circle	0.06	2	DB 2895, PGS 483-499	40
1817	West End Circle	Rt 1814, West End Drive	0.07 Miles North to Rt 1814, West End Drive	0.07	2	DB 2895, PGS 483-499	40
1818	Hampstead Drive	Rt 1811, Grass Dale Lane	0.094 Miles East to Rt 1813, Summerford Lane	0.09	2	DB 2895, PGS 483-499	40
1818	Hampstead Drive	Rt 1813, Summerford Lane	0.12 Miles East to Rt 1819, Haden Lane	0.12	2	DB 2895, PGS 483-499	40
1819	Haden Lane	Alley C (PVT)	0.03 Miles North to Rt 1814, West End Drive	0.03	2	DB 2895, PGS 483-499	40
1819	Haden Lane	Alley E (PVT)	0.02 Miles North to Rt 1833, Haden Court	0.02	2	DB 2895, PGS 483-499	40
1819	Haden Lane	Rt 1814, West End Drive	0.029 Miles North to Rt 1812, Haden Terrace	0.03	2	DB 2895, PGS 483-499	40
1819	Haden Lane	Rt 1818, Hempstead Dr	0.008 Miles North to Rt 1833, Haden Ct	0.01	2	DB 2895, PGS 483-499	40
1819	Haden Lane	Rt 1832, Brook View Lane	0.026 Miles North to Alley E (PVT)	0.03	2	DB 2895, PGS 483-499	40

1819	Haden Lane	Rt 1833, Haden Court	0.009 Miles North to Rt 1818, Hampstead Dr	0.01	2	DB 2895, PGS 483-499	40
1819	Haden Lane	Rt 1833, Haden Court	0.018 Miles North to Alley C (PVT)	0.02	2	DB 2895, PGS 4883-499	40
1820	Welbourne Lane	Alley C (PVT)	0.036 Miles East to Rt 1811, Grass Dale Lane	0.04	2	DB 2895, PGS 483-499	40
1820	Welbourne Lane	Rt 1811, Grass Dale Lane	0.099 Miles East to Rt 1813, Summerford Lane	0.1	2	DB 2895, PGS 483-499	40
1820	Welbourne Lane	Rt 1815, Old Trail Drive	0.024 Miles East to Alley C (PVT)	0.02	2	DB 2895, PGS 483-499	40
1832	Brook View Road	Alley C (PVT)	0.16 Miles East to Rt 1813, Summerford Lane	0.16	2	DB 2895, PGS 483-499	40
1832	Brook View Road	Rt 1813, Summerford Lane	0.11 Miles East to Rt 1819, Haden Lane	0.11	2	DB 2895, PGS 483-499	40
1832	Brook View Road	Rt 1815, Old Trail Drive	0.027 Miles East to Alley C (PVT)	0.03	2	DB 2895, PGS 483-499	40
1832	Brook View Road	Rt 1819, Haden Lane	0.083 Miles East to Alley F (PVT)	0.08	2	DB 2895, PGS 83-499	40
1833	Haden Court	Rt 1819, Haden Lane	0.02 Miles East to Rt 1819, Haden Lane	0.02	2	DB 2895, PGS 483-499	40

**RESOLUTION TO APPROVE
SE202100025 STONEFIELD TOWNCENTER
BLOCK C2-1 RESIDENTIAL UNITS**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the special exception request and the attachments thereto, including staff's supporting analysis, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-5.5.3 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that the special exception:

- (1) would be consistent with the goals and objectives of the comprehensive plan;
- (2) would not increase the approved development density or intensity of development;
- (3) would not adversely affect the timing and phasing of development of any other development in the zoning district;
- (4) would not require a special use permit; and
- (5) would be in general accord with the purpose and intent of the approved application.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves SE202100025 Stonefield Towncenter Block C2-1 Residential Units varying the Code of Development approved in conjunction with ZMA201000007 to transfer 73 allotted residential units of the Stonefield development from Block E to Blocks A through D, subject to the condition attached hereto.

* * *

SE202100025 Stonefield Towncenter Block C2-1 Residential Units Special Exception Condition

1. All development must be in accord with the Applicant's Narrative on Stonefield Block C2-1 Special Exception – Residential Units submitted by WW Associates, Inc. dated June 16, 2021.

**RESOLUTION TO APPROVE
SE202100026 STONEFIELD TOWNCENTER
BLOCK C2-1 MAXIMUM STORIES**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the special exception request and the attachments thereto, including staff's supporting analysis, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-5.5.3 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that the special exception:

- (1) would be consistent with the goals and objectives of the comprehensive plan;
- (2) would not increase the approved development density or intensity of development;
- (3) would not adversely affect the timing and phasing of development of any other development in the zoning district;
- (4) would not require a special use permit; and
- (5) would be in general accord with the purpose and intent of the approved application.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves SE202100026 Stonefield Towncenter Block C2-1 Maximum Stories varying the Code of Development approved in conjunction with ZMA201000007 to increase the maximum number of stories permitted in Block C of the Stonefield development from 5 stories to 7, subject to the condition attached hereto.

* * *

SE202100026 Stonefield Towncenter Block C2-1 Maximum Stories Special Exception Condition

1. All development must be in accord with the Applicant's Narrative on Stonefield Block C2-1 Special Exception – Building Height submitted by WW Associates, dated June 16, 2021.

**RESOLUTION TO APPROVE SPECIAL EXCEPTION
FOR SE2021-00029 MCCARTHY HOMESTAY**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE2021-00029 McCarthy Homestay application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-5.1.48 and 18-33.5, the Albemarle County Board of Supervisors hereby finds that the requested special exception would cause (i) no detriment to any abutting lot and (ii) no harm to the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that in association with the McCarthy Homestay, the Albemarle County Board of Supervisors hereby approves the special exception to modify the minimum 125-foot southern yard required for a homestay in the Rural Areas zoning district, subject to the conditions attached hereto.

* * *

SE 2021-00029 McCarthy Homestay Special Exception Conditions

1. Parking for homestay guests is limited to the existing parking areas, as depicted on the House and Parking Location Exhibit dated August 18, 2021.
2. Homestay use is limited to the existing structures, as currently configured and depicted on the House and Parking Location Exhibit dated August 18, 2021.
3. The existing screening, as depicted on the House and Parking Location Exhibit dated August 18, 2021, must be maintained, or equivalent screening that meets the minimum requirements of County Code § 18-32.7.9.7(b)-(e) must be established and maintained.

**RESOLUTION TO APPROVE SPECIAL EXCEPTION
FOR SE2021-00031 BLESSING HOMESTAY**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE2021-00031 Blessing Homestay application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-5.1.48 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that the requested special exception would cause (i) no detriment to any abutting lot and (ii) no harm to the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that in association with the Blessing Homestay, the Albemarle County Board of Supervisors hereby approves the special exception to modify the minimum 125-foot western yard required for a homestay in the Rural Areas zoning district, subject to the conditions attached hereto.

* * *

SE 2021-00031 Blessing Homestay Special Exception Conditions

1. Parking for homestay guests is limited to the existing parking areas, as depicted on the House and Parking Location Exhibit dated August 17, 2021.
2. Homestay use is limited to the existing structure, as currently configured and depicted on the House and Parking Location Exhibit dated August 17, 2021.
3. The existing screening, as depicted on the House and Parking Location Exhibit dated August 17, 2021, must be maintained, or equivalent screening that meets the minimum requirements of County Code § 18-32.7.9.7(b)-(e) must be established and maintained.

**RESOLUTION TO APPROVE AMENDMENT TO SPECIAL EXCEPTIONS FOR R. A. YANCEY
LUMBER CORPORATION: SPECIAL EXCEPTION REQUEST**

WHEREAS, by Resolution dated July 15, 2020, the Albemarle County Board of Supervisors approved certain special exceptions requested by the R. A. Yancey Lumber Corporation (listed therein as Special Exceptions 1-3, 5, and 8-17), and deferred certain other requests (listed therein as requests 4, 6, and 7) for further consideration; and

WHEREAS, by Resolution dated August 19, 2020, the Albemarle County Board of Supervisors restated and reaffirmed the special exceptions previously approved on July 15, 2020, and approved the special exception requests previously deferred subject to conditions; and

WHEREAS, by Resolution dated January 6, 2021, the Albemarle County Board of Supervisors amended condition 2 of the approved conditions; and

WHEREAS, the Board now wishes to again amend Condition 2 of the approved conditions.

NOW, THEREFORE, BE IT RESOLVED that, upon consideration of the Memorandum prepared in conjunction with the application to amend Condition 2 and the attachments thereto, including staff's supporting analysis, and all of the factors relevant to special exceptions in Albemarle County Code §§ 18-4.18, 18-4.20, 18-5.1(a), 18-5.1.15, and 18-33.9, the Albemarle County Board of Supervisors hereby restates and reaffirms all the Special Exceptions previously granted for and on County Parcel ID Numbers 05500-00-00-111B0 and 05500-00-00-11200, subject to the conditions attached thereto, with the following amendment to Condition 2:

- 2 The owner must obtain a Certificate of Occupancy for all existing structures by December 15, 2021. For any structure that is not issued a Certificate of Occupancy by December 15, 2021, the owner must cease use of the structure until such time as a Certificate of Occupancy is obtained.

**RESOLUTION TO APPROVE SPECIAL EXCEPTIONS
FOR SE2021-00030 RAMSAY COTTAGE HOMESTAY**

WHEREAS, upon consideration of the Memorandum prepared in conjunction with the SE2021-00030 Ramsay Cottage Homestay application and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exceptions in Albemarle County Code §§ 18-5.1.48 and 18-33.9, the Albemarle County Board of Supervisors hereby finds that the requested special exceptions would cause (i) no detriment to any abutting lot and (ii) no harm to the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that in association with the Ramsay Cottage Homestay, the Albemarle County Board of Supervisors hereby approves the special exceptions (i) to increase the number of permitted guest rooms to three (3); (ii) to modify the minimum 125-foot eastern yard required for a homestay in the Rural Areas zoning district; and (iii) to allow occupancy by a tenant resident manager, all of which are subject to the conditions attached hereto.

* * *

SE 2021-00030 Ramsay Cottage Homestay Special Exception Conditions

1. Parking for homestay guests is limited to the existing parking area as designated on the House and Parking Location Exhibit dated August 18, 2021.
2. Homestay use is limited to a total of three guest rooms, all of which must be within the Ramsay Cottage, as currently configured and depicted on the House and Parking Location Exhibit dated August 18, 2021.
3. The existing screening, as depicted on the House and Parking Location Exhibit dated August 18, 2021, must be maintained, or equivalent screening that meets the minimum requirements of County Code § 18-32.7.9.7(b)-(e) must be established and maintained.
4. Tax Parcel 07000-00-00-00500 must remain under the same ownership as Tax Parcel 07000-00-00-005A0 for the special exception to remain valid.

**ORDINANCE NO. 21-A(7)
ZMA 2020-00007**

**AN ORDINANCE TO AMEND THE ZONING MAP
FOR PARCEL IDs 04600000010800 AND 04600000010900**

BE IT ORDAINED by the Board of Supervisors of the County of Albemarle, Virginia, that upon consideration of the transmittal summary and staff report prepared for ZMA 2020-00007 RST Residences and their attachments, including the application plan dated June 1, 2021 and the concept plan dated June 1, 2021, the information presented at the public hearing, any comments received, the material and relevant factors in Virginia Code § 15.2-2284 and County Code §§ 18-8.1, 18-19.1, and 18-33.6, and for the purposes of public necessity, convenience, general welfare and good zoning practices, the Board hereby approves ZMA 2020-00007 RST Residences with the application plan dated June 1, 2021 and the concept plan dated June 1, 2021.

**RESOLUTION TO APPROVE A SPECIAL EXCEPTION
FOR SE2020-00003 RST RESIDENCES**

WHEREAS, upon consideration of the Transmittal Summary and Planning Commission Staff Report prepared in conjunction with the SE2020-00003 RST Residences application, which was filed in connection with ZMA2020-00007 RST Residences, and the attachments thereto, including staff's supporting analysis, any comments received, and all of the factors relevant to the special exception in Albemarle County Code §§ 18-4.19(5) and 18-33.9, the Albemarle County Board of Supervisors hereby finds that the requested special exception:

- (i) is consistent with the intent and purposes of the planned development district under the particular circumstances, and satisfies all other applicable requirements of County Code § 18-8;
- (ii) is consistent with planned development design principles;
- (iii) would not adversely affect the public health, safety or general welfare; and
- (iv) would satisfy the public purposes of the original regulation to at least an equivalent degree by the modification.

NOW, THEREFORE, BE IT RESOLVED, that in association with SE2020-00003 RST Residences, the Albemarle County Board of Supervisors hereby approves the special exception to modify the setback requirements for buildings in the development, subject to the conditions attached hereto.

* * *

SE 2020-00003 RST Residences Special Exception Conditions

1. Development of the use must be in general accord (as determined by the Director of Planning and the Zoning Administrator) with the application plan entitled, "ZMA2020- 00007 Zoning Map Amendment for RST Residences," prepared by Bohler, dated May 18, 2020, last revised June 1, 2021.
2. The setback requirement is waived for the fourth story of each of the six townhouse structures as shown on the plan and identified in the special exception request and narrative, entitled "RST Residences, Special Exception Application Narrative, SE2020- 00003," dated May 18, 2020, last revised June 1, 2021.
3. The setback requirement is waived for the fourth story of each of the multi-family apartment buildings identified as Buildings 2, 3, and 4 on the plan and in the special exception request and narrative, entitled "RST Residences, Special Exception Application Narrative, SE2020-00003," dated May 18, 2020, last revised June 1, 2021.
4. The setback requirement is waived for the fourth story of each of the two wings of the central multi-family building identified as Building 1 on the plan and in the special exception request and narrative, entitled "RST Residences, Special Exception Application Narrative, SE2020-00003," dated May 18, 2020, last revised June 1, 2021.
5. The fifth story of each of the two wings of the central multi-family building identified as Building 1 on the plan and in the special exception request and narrative, entitled "RST Residences, Special Exception Application Narrative, SE2020-00003," dated May 18, 2020, last revised June 1, 2021, must be stepped back. For calculation of the setbacks, the frontage for the North Wing of Building 1 is Travelway A, as identified on the application plan entitled, "ZMA2020-00007 Zoning Map Amendment for RST Residences," prepared by Bohler, dated May 18, 2020, last revised June 1, 2021, and the frontage for the South Wing of Building 1 is U.S. Route 29.

**RESOLUTION TO APPROVE
SP202100009 NATURAL BURIAL GROUND AT PANORAMA FARMS**

WHEREAS, upon consideration of the staff report prepared for SP 202100009 Natural Burial Ground at Panorama Farms and the attachments thereto, including staff's supporting analysis, the information presented at the public hearing, any comments received, and all of the factors relevant to the special use permit in Albemarle County Code §§ 18-10.2.2(32) and 18-33.8(A), the Albemarle County Board of Supervisors hereby finds that the proposed special use would:

1. not be a substantial detriment to adjacent parcels;
2. not change the character of the adjacent parcels and the nearby area;
3. be in harmony with the purpose and intent of the Zoning Ordinance, with the uses permitted by right in the Rural Areas district, and with the public health, safety, and general welfare (including equity); and
4. be consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby approves SP 202100009 Natural Burial Ground at Panorama Farms, subject to the conditions attached hereto.

* * *

SP202100009 Burial Ground at Panorama Farms 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 Conceptual Plans titled "Green Cemetery Footprint – aerial – v 4.5" dated April 21, 2021 and "Green Cemetery Parking and Pavilion – v 3.0 100ft scale" dated March 13, 2021. To be in general accord with the Conceptual Plans, development must reflect the following essential major elements:

- Burial areas
- Parking areas
- Potential future pavilion location
- Seventy (70) foot setback along Reas Ford Lane

Minor modifications to the Conceptual Plans that do not conflict with the above elements may be made to ensure compliance with the Zoning Ordinance.

2. Maintenance and operation of the cemetery, including the digging of graves, are restricted to the hours of 8:00 a.m. – 5:00 p.m. only.
3. Burial services may not occur at the same time as special events associated with SP201100027.
4. Only biodegradable materials may be interred into the ground during burials. Non-biodegradable materials include embalming fluids, non-biodegradable caskets, and concrete vaults.
5. No non-biodegradable memorials are permitted.
6. No individual grave will be marked by a fixed, upright marker, monument, or other structure.
7. The footprint of the pavilion structure will not exceed 2,000 square feet.
8. Uses permitted in accordance with this application must maintain a fifty (50) foot setback along the northern property boundary.