

This document was prepared by:
Albemarle County Attorney
County of Albemarle
401 McIntire Road, Suite 325
Charlottesville, Virginia 22902

Parcel ID Number 07700-00-00-00100

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

SIGN LICENSE AGREEMENT

This Sign License Agreement ("Agreement") is made by and between the **COUNTY OF ALBEMARLE, VIRGINIA** (hereinafter referred to as the "County"), and the **CITY OF CHARLOTTESVILLE, VIRGINIA** (hereinafter referred to as the "City").

The following recitals of fact are a material part of this Agreement:

A. The County is the owner of a certain parcel of land in the County of Albemarle, Virginia, legally described as Albemarle County Parcel ID 07700-00-00-00100 (hereinafter referred to as the "Parcel"), known as 501 East Jefferson Street, the Albemarle County Courthouse.

B. The City is a municipal corporation of the Commonwealth of Virginia.

C. The County wishes to grant and the City wishes to receive a certain License, in, upon, over and across the Parcel for the benefit of the City, its successors and assigns, all as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the public benefit, and other good and valuable consideration, the receipt of which are hereby acknowledged, the following grants, agreements and covenants are made:

1. **Grant of License**. The County hereby grants, gives and conveys to the City, and its successors and assigns, a revocable License over, across, under and through the "Sign Area" (hereinafter defined) to erect and maintain a sign in that area within, and attached to, the existing sign structure, and to permit the use of the Sign Area by the City for the other purposes stated in this grant of License.
2. **Sign Area**. The total horizontal sign area shall be 6' x 6' as shown on that certain drawing by the Engineering Division of the Charlottesville Neighborhood Development Services Department, dated July 2016, and titled "Sign Area Existing Court Square Historic Marker," hereinafter "Attachment 1", attached hereto and made a part hereof. The dimensions of the existing sign structure shall not exceed 4'6" in width or 7'3" in height, as shown on Attachment 1. The dimensions of the sign face shall not exceed 4' in width or 5' in height, and shall be located within the perimeter of the sign structure.
3. **Location of Sign Area**. The location of the Sign Area shall be as shown on Attachment 1.

4. **Use of and Access to Sign Area.** The City shall have the right to use the Sign Area to erect, maintain, improve, enlarge or reduce, repair or replace a sign, whose size, design, and placement are subject to the County's approval. For the purposes of installation, maintenance, repair and replacement of the Sign, the City shall have the right of ingress to and egress from the Sign Location, from the adjacent public right(s)-of-way and from portions of the County's Property adjacent to the Sign Location, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to the County.
5. **Repair and Maintenance.** The City shall maintain any sign that it places in the Sign Area in good condition and repair at its sole cost and expense.
6. **Compliance with Laws.** The City shall comply with all applicable ordinances, statutes, regulations and all other local, state and federal laws applicable to the Sign Area and any sign it places thereon, including the maintenance and repair thereof.
7. **Termination of License.** Either the County or the City may terminate this Agreement by delivering a written notice of termination to the other party at its address listed in Section 9 below. Upon such notice of termination, the City shall promptly remove any sign(s) from the Sign Area, and shall restore the Sign Area as nearly as possible to its prior condition. Thereafter all rights, duties and liabilities hereby created shall terminate.
8. **Transfer by the County.** Whenever a transfer of ownership of the Parcel occurs, liability hereunder of the transferor for any breach of any covenant occurring thereafter shall automatically terminate with respect to such transferor, and the transferee shall automatically assume the burdens and obligations running hereunder to the owner of the Parcel which shall accrue from and after the date of such transfer.
9. **Construction.** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a usable right of enjoyment for the benefit of the City is carried out.
10. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3rd) day after deposit in the U.S. mail, as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to the County:

County of Albemarle
c/o County Attorney
401 McIntire Road, Suite 325
Charlottesville, Virginia 22902

If to the City:

City of Charlottesville
c/o City Attorney
605 East Main Street
Charlottesville, VA 22902

11. **No Assignment by the City.** The City may not transfer or otherwise assign any of its rights or interest granted under this Agreement, and any purported assignment shall be null and void and shall entitle the County to terminate this Agreement and the License hereby granted.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the ____ day of _____, 2016.

The City of Charlottesville, acting by and through its City Manager, pursuant to authority granted by resolution of the City Council of the City of Charlottesville, does hereby accept the conveyance of this easement, pursuant to Virginia Code Sec. 15.2-1803, as evidenced by the City Manager's signature hereto and the City's recordation of this deed.

CITY:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Maurice Jones
City Manager

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this ____ day of _____, 201____ by Maurice Jones, City Manager, on behalf of the City of Charlottesville, Virginia.

Notary Public

My Commission Expires: _____
Registration No. _____

Approved as to form:

City Attorney

This Agreement is executed on behalf of the County of Albemarle by Thomas C. Foley, County Executive, pursuant to a Resolution of the Albemarle County Board of Supervisors.

COUNTY:

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Thomas C. Foley
County Executive

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by Thomas C. Foley, on behalf of the County of Albemarle, Virginia.

Notary Public

My Commission Expires: _____
Registration No. _____

Approved as to form:

County Attorney