



---

COUNTY OF ALBEMARLE  
401 McIntire Road  
Charlottesville, Virginia 22902-4596

September 1, 2016

March Mountain Properties, LLC  
East Village, LLC  
1005 Heathercroft Circle  
Suite 100  
Crozet, VA 22932  
Attn: Suzanne J. Brooks, Manager

Re: Parcel 055E0-01-00-000H0  
Limited-Purpose Right of Entry

Dear Ms. Brooks:

The County of Albemarle, Virginia (the "County") hereby grants permission to March Mountain Properties, LLC ("MMP"), East Village, LLC ("EV"), and/or their respective agents, contractors, and subcontractors, to immediately enter upon Albemarle County Parcel 055E0-01-00-000H0, owned by the County (the "Property"), on the conditions and for the limited purposes outlined herein. Such permission is granted on a nonexclusive basis with the rights of others. The activities permitted herein shall be at no cost whatsoever to the County.

This grant is made only to the extent reasonably necessary for MMP, EV and their respective agents to perform the limited purposes outlined herein. Specifically, this permission is granted subject to the following conditions:

1. This right of entry is granted solely and only to the extent reasonably necessary for MMP, EV and/or their respective agents, contractors, and subcontractors:
  - a. to deposit and grade fill material on the Property;
  - b. to establish a greenway trail; and
  - c. to establish approved plantings and landscaping in identified mitigation areas.
2. MMP, EV and/or their respective agents shall be solely responsible to apply for and obtain all permits necessary for the work described herein, at their sole expense, and shall perform all work in conformance with said permits.
3. Physical access to the Property shall be upon 24 hours advance notice to the County, unless otherwise mutually agreed to. If otherwise not available, said access shall be

provided by County employees, who may remain present during all work performed hereunder.

4. The permission granted by this Right of Entry shall be temporary in nature and shall terminate upon completion of the work described herein, but in no event later than June 30, 2018.
5. MMP and EV assume full responsibility, and jointly indemnify, defend, and hold the County and its agents harmless, for any and all injury or damage caused by either of them, by their agents', contractors' or subcontractors' entry onto the Property, and/or the work undertaken pursuant to this letter. In addition, MMP and EV jointly agree to repair any and all damage to the Property, including structures, roads, sidewalks, fences, and other improvements, which damage was caused by the work performed pursuant to this letter.

The County reserves the right to terminate this right of entry upon thirty (30) days' prior written notice. Your dated signatures in the spaces below will acknowledge acceptance of the terms of this letter. Please return a countersigned original to me.

Sincerely yours,

COUNTY OF ALBEMARLE

\_\_\_\_\_  
Thomas C. Foley, County Executive

Agreed and accepted on \_\_\_\_\_, 2016

MARCH MOUNTAIN PROPERTIES, LLC

By: \_\_\_\_\_  
Suzanne J. Brooks, Manager

EAST VILLAGE, LLC

By: \_\_\_\_\_  
Suzanne J. Brooks, Manager