



CITY COUNCIL AGENDA
March 21, 2016

6:00 p.m.

Closed session as provided by Section 2.2-3712 of the Virginia Code

Second Floor Conference Room (Boards and Commissions; discussion of the acquisition of properties along Moore's Creek and the Rt. 250 Bypass for public park and trail purposes; consultation with legal counsel regarding litigation filed by Charlottesville Parking Center.)

7:00 p.m.

Regular Meeting

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

Council Chambers

AWARDS/RECOGNITIONS
ANNOUNCEMENTS

Poison Prevention; Fire Station Platinum LEED Certification

CITY MANAGER RESPONSE TO MATTERS BY THE PUBLIC

MATTERS BY THE PUBLIC

Public comment provided for up to 12 speakers publicized at noon the day of the meeting (limit 3 minutes per speaker) and for an unlimited number of speakers at the end of the meeting on any item, provided that a public hearing is not planned or has not previously been held on the matter.

1. CONSENT AGENDA*

(Items removed from consent agenda will be considered at the end of the regular agenda.)

Passed 5-0

a. Minutes for March 7

b. **APPROPRIATION:**

CATEC to the CATEC-IT Networking Academy Project – \$10,000
(2nd of 2 readings)

c. **APPROPRIATION:**

Department of Conservation and Recreation Trail Grant – \$175,000 (2nd of 2 readings)

d. **APPROPRIATION:**

Piedmont Workforce Network Incumbent Worker Training Matching Grant – \$3,010
(2nd of 2 readings)

e. **APPROPRIATION:**

CATEC to the CATEC-IT Networking Academy Project – \$201,500
(1st of 2 readings)

f. **APPROPRIATION:**

2015 Edward Byrne Memorial Justice Assistance Grant (JAG) – \$24,950 (1st of 2 readings)

g. **APPROPRIATION:**

Community Mental Health and Wellness Coalition Donation from Charlottesville Albemarle Community Foundation \$10,000 (1st of 2 readings)

h. **RESOLUTION:**

Safe Routes to School Non-Infrastructure Grant Application – \$66,000 (1st of 1 reading)

i. **RESOLUTION:**

Allocation of Charlottesville Affordable Housing Fund (CAHF) for repayment of CDBG Funds – \$12,598.95 (1st of 1 reading)

j. **RESOLUTION:**

Easement for Temporary Construction and Right of Way Easement with the United States Postal Service – Hillsdale Drive Extension (1st of 1 reading)

k. **RESOLUTION:**

Century Link Communications LLC License Agreement (1st of 1 reading)

2. REPORT

FY 2017 Budget

- Public Hearing – FY 2017 Tax Rate
- Public Hearing – Amendment to City Code – Transient Occupancy (Lodging) Tax Ordinance Change
- Public Hearing – City Manager's Proposed FY 2017 Budget

3. ORDINANCE*

West Main Street Mixed Use Corridors Amendment (2nd of 2 readings) – **Passed 5-0**

4. RESOLUTION*

West Main Streetscape Conceptual Plan (1st of 1 reading) – **Passed 5-0**

5. REPORT

Update from Early Education Task Force

OTHER BUSINESS ZTA for Water St. Corridor Districts and By-Right Density Changes W. Main Street – **Passed 5-0**
MATTERS BY THE PUBLIC

*ACTION NEEDED

Persons with disabilities may request reasonable accommodations by contacting ada@charlottesville.org or (434)970-3182.

APPROPRIATION.

**Appropriation of Funds from C.A.T.E.C. to the C.A.T.E.C. – I.T. Networking Academy
Project Account: \$10,000**

WHEREAS, C.A.T.E.C. has made a contribution to the C.A.T.E.C. – I.T. Networking Academy Project in the amount of \$10,000 originating from C.A.T.E.C.’s Contingency Fund.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that \$10,000 from C.A.T.E.C. is to be appropriated in the following manner:

Revenues - \$10,000

Fund: 426 Funded Program: CP-016 (P-00881-09) G/L Account: 432900

Expenditures - \$10,000

Fund: 426 Funded Program: CP-016 (P-00881-09) G/L Account: 599999

APPROPRIATION

**DCR Recreational Trails Grant for Construction of Trail bridges over Meadow Creek
\$175,000**

WHEREAS, the City of Charlottesville, through Parks and Recreation, has been awarded \$140,000 from the Virginia Department of Conservation and Recreation to construct two bicycle and pedestrian bridges along Meadow Creek; and

WHEREAS, the City will match this grant in the amount of \$35,000 which will come from the Meadow Creek Valley Master Plan Implementation fund (P-00817) account.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$175,000 is hereby appropriated in the following manner:

Revenue

\$140,000	Fund: 426	WBS: P-00905	G/L Account: 430120
\$ 35,000	Fund: 426	WBS: P-00905	G/L Account: 498010

Expenditures

\$175,000	Fund: 426	WBS: P-00905	G/L Account: 599999
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Transfer From

\$35,000	Fund: 426	WBS: P-00817	G/L Account: 561426
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$140,000 from the Virginia Department of Conservation and Recreation.

APPROPRIATION
Piedmont Workforce Network Incumbent Worker Training Matching Grant
\$3,010

WHEREAS, the City of Charlottesville has received federal pass-through funds from the Workforce Development Act administered by Piedmont Workforce in the amount of \$1,505, and a 50% in-kind local match is also required provided by Charlottesville Area Transit through operating funds; and

WHEREAS, the funds will be used to support workforce development training programs; and

WHEREAS, the grant award covers the period from February 19, 2016 through March 17, 2016;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$3,010 is hereby appropriated in the following manner:

Revenue – \$1,505

\$1,505 Fund: 245 IO: 2200006 G/L: 432080 Rev Other Local Gov.

Expenditures - \$3,010

\$3,010 Fund: 245 IO: 2200006 G/L: 530210 Education & Training

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$1,505 from Piedmont Workforce.

APPROPRIATION.

**Appropriation of Funds from C.A.T.E.C. to the C.A.T.E.C. – I.T. Networking Academy
Project Account: \$201,500.**

WHEREAS, C.A.T.E.C. has made a contribution to the C.A.T.E.C. – I.T. Networking Academy Project in the amount of \$201,500 originating from C.A.T.E.C.’s Fund Balance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that \$201,500 from C.A.T.E.C. is to be appropriated in the following manner:

Revenues - \$201,500

Fund: 426 Funded Program: CP-016 (P-00881-09) G/L Account: 432900

Expenditures - \$201,500

Fund: 426 Funded Program: CP-016 (P-00881-09) G/L Account: 599999

RESOLUTION
Supporting Safe Routes to School (“SRTS”) Projects

WHEREAS, obesity is one of the most serious threats to American public health, ranking third among preventable causes of death in the United States;

WHEREAS, motor vehicle crashes are also a leading cause of death and injury to children;

WHEREAS, between 1969 and 2009 the percentage of children walking and biking to school dramatically declined from 48 percent to 13 percent;

WHEREAS, the Safe Routes to School program, created by Congress in 2005, aimed to increase the number of children engaged in active transportation when traveling to school by funding (1) infrastructure projects, located within two miles of a public school, that directly increase safety and convenience for public school children walking and/or biking to school, and (2) non-infrastructure projects designed to encourage public school children to walk and bicycle to school;

WHEREAS, Safe Routes to School projects are a proven, effective approach to increasing the number of children actively traveling to school by foot or bike;

WHEREAS, Safe Routes to School projects provide important health, safety, and environmental benefits for children, including reducing risk of obesity/chronic disease and pedestrian/bicycle injuries as well as improving air quality;

WHEREAS, the need for Safe Routes to School projects is especially strong in low-income areas, which suffer from a disproportionately high incidence of both childhood obesity/chronic disease and pedestrian and bicycle injuries and often have inferior pedestrian and bicycle infrastructure;

WHEREAS, Safe Routes to School projects make it safer and more convenient for all residents to walk and bike to destinations, further promoting public health;

WHEREAS, a goal of the City of Charlottesville’s current Comprehensive Plan, Bicycle and Pedestrian Master Plan, Complete Streets Resolution and Healthy Eating Active Living Resolution supports active transportation options, which can be met in part by implementation of Safe Routes to School projects;

NOW, THEREFORE, BE IT RESOLVED that the City of Charlottesville affirms its commitment to active transportation and supporting Safe Routes to School infrastructure and non-infrastructure projects.

RESOLUTION
Allocation of Charlottesville Affordable Housing Fund (CAHF) for
Community Development Block Grant (CDBG) Repayment to the U.S. Department of
Housing and Urban Development
\$12,598.95

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$12,598.95 be allocated from previously appropriated funds in the Charlottesville Affordable Housing Fund for repayment of CDBG funds to HUD.

Transfer from:

\$12,598.95 Fund: 426 Project: CP-084 G/L: 561218 Transfer to CDBG

Transfer to:

\$4,578.96 Fund: 218 WBS: P-00001-05-01 G/L: 498010 Transfer from Other
\$8,019.99 Fund: 218 WBS: P-00001-04-95 G/L: 498010 Transfer from Other

Expense:

\$4,578.96 Fund: 218 WBS: P-00001-05-01 G/L: 540368 Refund Disallowed
\$8,019.99 Fund: 218 WBS: P-00001-04-95 G/L: 540368 Refund Disallowed

RESOLUTION

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that this Council hereby authorizes the City Manager, or his designee, to sign the following documents, in form approved by the City Attorney:

1. Easement for Temporary Construction between the City of Charlottesville (City) and the United States Postal Service (USPS), dated _____, 2016, for the Hillsdale Drive Extension, State Highway Project U000-104-119, R201.

2. Permanent Right of Way Easement between the City of Charlottesville (City) and the United States Postal Service (USPS), dated _____, 2016, for the reconstruction, operation and maintenance of the Hillsdale Drive Extension, State Highway Project U000-104-119, R201.

EASEMENT FOR TEMPORARY CONSTRUCTION

THIS EASEMENT FOR TEMPORARY CONSTRUCTION (the "TCE") made and entered into on the _____ day of _____, 20____, by and between the United States Postal Service ("USPS,") an independent establishment of the executive branch of the United States Government (39 U.S.C. § 201), ("Grantor,") with its principal place of business being located at 475 L'Enfant Plaza, SW, Room 6670 in Washington, DC 20260-1862 and the City of Charlottesville, Virginia, a municipal corporation("Grantee.")

RECITALS

A. WITNESSETH that the Grantor is the owner of a tract of land in the City of Charlottesville located at 1155 Seminole Trail in Charlottesville, VA 22906 (the "Grantor's Parcel¹"), and legally described in Exhibit A, attached hereto and incorporated herein, through which the City of Charlottesville and the Virginia Department of Transportation (VDOT) are planning to build State Highway Project U000-104-119, R201, Hillsdale Drive Extension, which begins 0.106 miles north of Greenbrier Drive in Albemarle County and ends at Hydraulic Road in the City of Charlottesville ("the Project.") This Project will enhance the area's multi-modal transportation network by providing safe and functional access for local trips generated outside and parallel to the Route 29 business corridor and will improve access to commercial businesses. The proposed Project will extend along the eastern portion of the Grantor's Parcel and provide turn lanes, on-road bike lanes, a shared use path, sidewalks and related improvements. Hereinafter, reference to "Project" shall specifically denote the Project as it may impact the Grantor's Parcel.

B. The Grantee has determined that a temporary construction easement ("TCE") over the Grantor's Parcel ("TCE Area"), legally described in Exhibit B attached hereto and incorporated herein, and is shown in Exhibit C, attached hereto and incorporated herein, is reasonably necessary for additional construction, re-paving and re-sloping along with the relocation and reinstallation of improvements as impact and required for the construction of the Hillsdale Drive Extension.

C. Subject to and in accordance with the terms set forth below, Grantor has agreed to the transfer the rights to Easement Area to the Grantee.

AGREEMENTS

For and in consideration of the sum of Fifty thousand, forty-nine dollars (\$50,049) and good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee, agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Grant of TCE. Grantor hereby grants, bargains, sells and conveys to the Grantee, a temporary construction easement on, over, under and across in the TCE Area for the purposes set forth below in Paragraph 3.
3. Purpose of the TCE. The TCE granted herein shall be for the purposes of cuts and fills for slopes; the demolition and repaving of the rear entrance in the northeast corner of the Grantor's Parcel; the demolition and reconstruction of the concrete island located in the rear parking lot, which shall include relocating the signs and lamp posts and re-installing the 10 foot long

¹ Grantor, United States Postal Service, acquired Grantor's Parcel from United States of America at Transfer of Properties, 36 Fed. Reg. 17917 (1971).

retaining wall; and replacement of any trees damaged by the Grantee in its activities pursuant to this Easement, (hereinafter referred to as "Construction Activities"). All improvements contained within the TCE, outside of the permanent easement, will be owned and maintained by the Grantor after construction and the warranty period.

4. All Construction Activities shall be performed by Grantee and its contractors in full compliance with the attached Construction Rider, attached hereto and incorporated herein as Exhibit D and all applicable local, state or federal statutes, rules, regulations, orders, codes, directives, or ordinances and any binding judicial or administrative interpretations thereof or requirements thereunder; and, Grantee shall obtain all necessary local, state or federal permits, licenses and approvals necessary for the performance of such Construction Activities work.
5. Prior to the removal of any of the existing security fence within the TCE Area or previously within the Grantor's Parcel, the Grantee shall install temporary security fencing to the specifications and satisfaction of the Grantor, which temporary security fencing shall be equal in height and coverage to the existing security fence. Specifically, temporary construction fencing shall be at least 6 feet in height with posts being no more than 6 feet apart, preferably 9 gauge steel wire with no more than 2" mesh fabric chain link, which is the same standard as current postal design. Grantee shall maintain such temporary security fencing until the Grantee installs the permanent fencing. Within 30 days following completion of the construction within the TCE Area, Grantee shall install permanent security fence at an approved location and to the specifications and satisfaction of the Grantor. In the event Grantee fails to comply with the terms of this paragraph 5, Grantor shall, having given Grantee notice and opportunity to cure, have the right to perform such work as required by the terms of this paragraph 5 and shall further have the right to recover its costs from the Grantee.
6. Restoration. All the areas used shall be restored to the same condition that existed prior to the execution of this TCE and left in a neat and workmanlike manner.
7. The trees adjacent to TCE Area on the Grantor's Parcel may be damaged during the construction. Pursuant to the Construction Rider, Grantee shall replace any such trees damaged during construction.
8. Grantor reserves the right to use the TCE Area for any purpose not inconsistent with the rights herein granted. Except with the prior written consent of the Postmaster or his or her designee, Grantee agrees throughout the duration of this TCE and Project to provide the Grantor, its employees, customers, and the public with continual and uninterrupted access to the Grantor's Parcel, Pursuant to this paragraph, Grantee agrees specifically, but not limited to, the following:
 - Not to interfere with access to and from Seminole Trail via the driveway located in the northeast corner of the Grantor's Parcel
 - To give the Postmaster or his or her designee two (2) weeks' notice before any construction within the TCE Area commences; and,
 - To coordinate with the Postmaster or his or her designee to mitigate any impact to operations on the Grantor's Parcel and keep him or her updated on the schedule for all work on the Project that could have potential to impact USPS operations. Upon written request by the Grantee, the Grantor may approve short term interruptions to access during reconstruction of the entrance and other construction activities. The Grantee's request shall be delivered to the Postmaster no less than seven (7) calendar days in advance of the proposed interruption. To be considered for approval the request must include the anticipated date, time and duration of the proposed interruption; demonstrate an avoidance of the peak hours of access as identified by the Postmaster; and propose mitigation measures, if necessary, to limit the impacts to Grantor's access and operations.

9. In the event Grantee deviates from the terms of any written consent by the Postmaster or his or her designee, or in the event the Grantee otherwise breaches its obligations in paragraph 8, Grantee will pay to the Grantor liquidated damages in the amount of \$10,000 per day for each day, or any part thereof, in which the Grantor, its employees or contractors, customers, or any member of the public are not able to gain access to the Grantor's Parcel due to the actions of Grantee, its agents, servants, employees, invitees, or contractors. The parties agree that quantifying losses arising from Grantee's breach is inherently difficult and further stipulate that the agreed upon sum is not a penalty but rather a reasonable measure of damages.
10. Grantee shall be responsible for proper construction, maintenance and repair of any improvements it makes within the TCE Area, including, but not limited to, the paving, grading, reinstallation of the retaining wall, relocation of any improvements and landscaping. Grantee shall also be responsible for repair and maintenance of its equipment and any and all costs related thereto. Further, such maintenance and repair responsibility shall also include but not be limited to repair to all improvements, snow removal, landscaping, grading, paving and removal of all trash and debris caused by Grantee's exercise of its rights under this TCE. In the event the Grantee fails in its responsibility to maintain and repair the TCE Area as set forth above, upon reasonable notice and opportunity to cure, Grantor shall have the right to perform such maintenance or repair, and shall further have the right to recover its costs from the Grantee, their respective heirs, successors and assignees. All improvements contained within the TCE, outside of the permanent easement, will be owned and maintained by the Grantor after construction and the warranty period.
11. Insurance or Self-Insurance. Grantee, and/or its contractors, at their sole cost and expense, shall maintain and keep in effect during any and all construction or work activities within the TCE Area insurance against claims for personal injury (including death) or property damage, under a policy of comprehensive general public liability insurance, with such limits (through basic coverage plus umbrella coverage) as may be reasonably requested by Grantor from time to time, but not less than \$1,000,000 in respect of bodily injury (including death) and property damage, which amounts shall be adjusted upon reasonable request of Grantor from time to time to amounts which are normal and customary for similar operations. Such policies of insurance shall name Grantor as an additional insured. The policy shall provide that it shall not be cancelable nor may it expire without at least thirty (30) days' prior written notice to Grantor. Prior to the commencement of the construction under the TCE, there shall be delivered by to Grantor a certificate of the insurance carrier certifying that the policy so delivered has been issued and is in effect and the duration thereof. At least thirty (30) days before any policy shall expire (10 days for non-payment of premium), Grantee shall deliver to Grantor a replacement certificate, and at least twenty (20) days prior to the date that the premium on any policy shall become due and payable, Grantor shall be furnished with satisfactory evidence of its payment. Grantee shall provide Grantor evidence of such insurance coverage upon request.
12. Grantee, by acceptance of this TCE, agrees for and on behalf of itself and all persons who may at any time use, occupy, visit or maintain said TCE herein granted to the Grantee, that the Grantor, its successors and assigns shall not be responsible for damages, loss to property, injuries or death, which may arise from or be incident to the use and occupation of the TCE Area, nor for damages, loss to property, injuries or death to others who may be on said premises at the Grantee's invitation.
13. Grantee, by acceptance of this TCE, to the extent permitted by Virginia law, agrees to defend, indemnify and hold the Grantor harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by Grantor, its employees, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the property that is the subject of said TCE, or be on or about the property that is the subject of said TCE, when such loss, injury, death, or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the Grantee or its agents, servants, employees, invitees, or

contractors. In case of any action or proceeding brought against the Grantor, by reason of such a claim, upon notice from the Grantor, Grantee covenants to defend such action or proceeding. Grantor shall not be liable and the Grantee waives and releases the Grantor from all claims for damage to persons or property sustained by the Grantee or its employees, agents, servants, invitees, contractors, or customers resulting by reason of the use of the TCE. Nothing herein shall be construed as a waiver of Grantee's sovereign immunity.

14. **Applicable Law.** Any claim, controversy or dispute arising out of this TCE shall be governed by applicable federal law.
15. **Duration of Easement.** This TCE shall expire on the project's substantial completion date and completion of all punch list items or April 30, 2018 whichever is earlier.
16. **The Grantor does not warrant that the TCE Area is suitable for the purpose of installation of said utility and Grantee hereby waives any express or implied warranty on the part of Grantor. Grantor has no knowledge of subsurface conditions and makes no representations as to soil types, existence of underground utilities, or any other latent conditions that may impact Grantee's use and enjoyment of said TCE.**
17. **This TCE is granted subject to any and all restrictions, covenants, other easements, encumbrances, liens of any kind, leases, and interests of others, including rights of way for roads, pipelines, railroads, and public utilities, whether or not matters of public record.**

TO HAVE AND TO HOLD the aforesaid TCE and all privileges and appurtenances thereunto belonging to the said Grantee for the term set forth herein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, or if corporate, has caused this instrument to be signed in its name by its duly authorized contracting officer affixed the day and year first above written.

Signature Pages to Follow

GRANTOR: **UNITED STATES POSTAL SERVICE**

BY: _____

NAME: _____

ITS: _____

DISTRICT OF COLUMBIA)
) SS
)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the District of Columbia, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____, of **UNITED STATES POSTAL SERVICE**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **UNITED STATES POSTAL SERVICE** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the District of Columbia, residing
at _____

My Appointment Expires: _____

Notary seal, text and all notations must be inside 1" margins

The City of Charlottesville, acting by and through its City Attorney, the City official designated by the City Manager pursuant to authority granted by resolution of the City Council of the City of Charlottesville, does hereby accept the conveyance of this easement, pursuant to Virginia Code Section 15.2-1803, as evidenced by the City Attorney's signature hereto and the City's recordation of this deed. As is further required by Sec. 15.2-1803 of the Virginia Code, the City Attorney's signature hereto constitutes his certification that this deed is in a form approved by him.

GRANTEE: **CITY OF CHARLOTTESVILLE**

BY: _____

NAME: _____

ITS: _____

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF _____) SS

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of _____, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____, of **CITY OF CHARLOTTESVILLE**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **CITY OF CHARLOTTESVILLE** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of the Commonwealth of Virginia.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the Commonwealth of Virginia,
residing

at _____

My Appointment Expires: _____

Notary seal, text and all notations must be inside 1" margins

Exhibit A

STATE TAX \$ _____
 CITY TAX \$ _____
 TRANS. \$ 1.00
 FEE \$ 8.00
 PLAT \$ 2.00
 SEC. 58-59/65 712.00
 TOTAL \$ 723.00

BOOK 324 PAGE 388

THIS DEED, made this 11th day of March, 1971, by and between EUNICE S. MICHIE, single, and CLAY M. PEYTON and RUTH N. PEYTON, his wife, parties of the first part; and UNITED STATES OF AMERICA and its assigns, party of the second part;

WITNESSETH:

That for and in consideration of the sum of Seven Hundred Eleven Thousand Nine Hundred Dollars (\$711,900.00), cash in hand paid, receipt of which is hereby acknowledged, the parties of the first part do hereby grant and convey with General Warranty and English Covenants of Title unto the United States of America and its assigns, all that certain land situate in the City of Charlottesville, Virginia, described as follows:

Beginning at a concrete monument on the East margin of U.S. Route 29, being the Southwest corner of Alvin Clements, et als, thence with the East margin of U.S. Route 29, S 35° 14' 50" W 100.19 feet to a concrete monument, thence continuing along said street margin S 32° 20' 05" W 539.81 feet to a point on said street margin in a branch, said point being N 32° 20' 05" E 8.76 feet from a concrete highway monument, thence leaving U.S. Route 29 S 56° 14' 03" E 20.00 feet to a steel pin, thence continuing the same course 609.81 feet (for a total distance of 629.81 feet) to a concrete monument, a corner with Clay M. Peyton, thence N 35° 21' 06" E 640.00 feet to a concrete monument, a corner with Clay M. Peyton thence with Clay M. Peyton and Alvin Clements N 56° 13' 49" W 658.41 feet to the point of beginning. Containing 413,461 square feet being the Northeast portion of the Clay M. Peyton property and shown as Parcel D-1 on the plat of Huffman-Foster and Associates dated December 19, 1969, attached to and to be recorded with this deed.

Being part of property acquired by Eunice S. Michie and Clay M. Peyton under the will of Mollie M. Peyton dated August 15, 1922, probated July 18, 1933, W.B. 35, p. 231, under the will of Grace Coleman Michie dated October 29, 1921, probated January 8, 1929, W.B. 34, p. 280, and

*To same
 as assigned
 for delivery to
 U.S.A.*

MICHAEL AND DENT
 LAW OFFICES
 CHARLOTTESVILLE, VA.

Exhibit A

BOOK 324 PAGE 389

-2-

Deed of Partition dated August 1, 1941, D. B. 252, p. 66, under the will of Henry Clay Michie dated April 23, 1924, probated January 31, 1925, W. B. 33, p. 293, and Deed from Winston T. Michie to Eva S. Michie dated January 20, 1936, D. B. 230, p. 371. 393

The above described property is acquired for and on behalf of the Post Office Department of the United States of America.

SUBJECT, HOWEVER, to any easements, rights-of-way or restrictions of record.

Witness the following signatures and seals:

Eunice S. Michie (SEAL)
Eunice S. Michie

Clay M. Peyton (SEAL)
Clay M. Peyton

Ruth N. Peyton (SEAL)
Ruth N. Peyton

STATE OF VIRGINIA:

COUNTY OF ALBEMARLE, to-wit:

I, Margaret Scott, a Notary

Public for the County aforesaid, in the State of Virginia, whose commission expires on the 4th day of August, 1974, do hereby certify that Eunice S. Michie and Clay M. Peyton and Ruth N. Peyton, whose names are signed to the foregoing DEED, bearing date on the 11th day of March, 1971, have, and each has, acknowledged the same before me in my State and County aforesaid.

Given under my hand this 18th day of March,

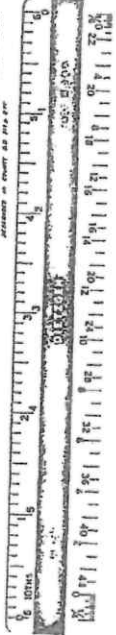
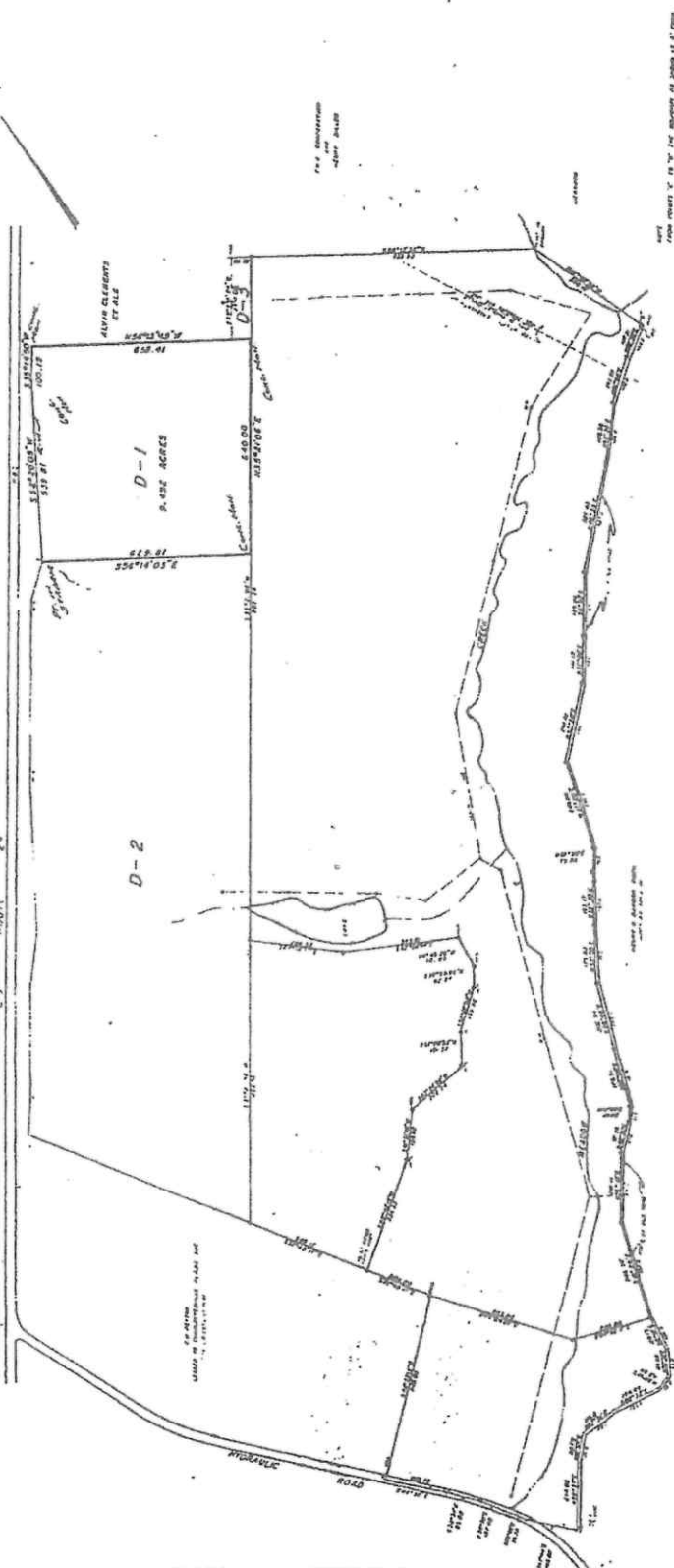
1971.

Margaret Scott
Notary Public

MICHAEL AND DENT
LAW OFFICES
CHARLOTTESVILLE, VA.

Exhibit A

BOOK 324 PAGE 390



PLAT SHOWING
 A DIVISION OF TRACT 'D'
CLAY M. PEYTON PROPERTY
 CHARLOTTESVILLE, VIRGINIA
 DEC. 19, 1928

GRAPHIC SCALE IN FEET

HUFFMAN - FOSTER & ASSOCIATES
 CIVIL ENGINEER AND LAND SURVEYING
 CHARLOTTESVILLE, VIRGINIA

FILE 448

VIRGINIA:

In the Clerk's Office of the Corporation Court of the City of Charlottesville.

The foregoing instrument of writing, together with certificate of acknowledgment thereto annexed, was presented and admitted to record on the 22nd day of March, 1921, at 12:52 o'clock, P.M. The taxes imposed by 5854.1 in the amount of \$ 712.00 have been paid.

Testes
Carl C. Heinrich Clerk

**Temporary Construction Easements
U.S. Postal Service
1155 Seminole Trail
Charlottesville, Virginia 22906
Page 1 of 2
April 7, 2015**

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENTS CONVEYED BY UNITED STATES POSTAL SERVICE, (USPS), GRANTOR, TO THE CITY OF CHARLOTTESVILLE, GRANTEE, FOR HILLSDALE DRIVE EXTENSION, STATE HIGHWAY PROJECT U000-104-119, R201, (UPS 60233), IN THE CITY OF CHARLOTTESVILLE, VIRGINIA.

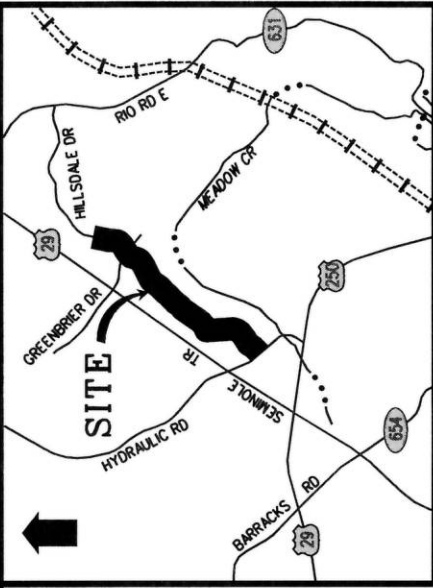
PARCEL 010: – Being as shown on the plats (Sheets 1 of 3 through 3 of 3) of the plans for Hillsdale Drive Extension, State Highway Project U000-104-119, R201, (UPC 60233), said plats titled “PLAT SHOWING PROPOSED EASEMENTS ON THE PROPERTY OF UNITED STATES OF AMERICA, U. S. POSTAL SERVICE, CITY OF CHARLOTTESVILLE, VIRGINIA, PREPARED BY NXL, INC., DATED APRIL 3, 2015, with the point of beginning for the area designated as Proposed Temporary Construction Easement For Entrance for the proper construction of the project, lying at the intersection of the northeast property line of USPS, the southwest property line of Pepsi-Cola Bottling Co-Central VA and lying adjacent to the proposed permanent roadway easement area, thence, along the following courses: S38°51’23”W, 48.18 feet; S37°3’39”E, 11.79 feet to a point, thence, N84°16’24”W, 20.94 feet; thence, N84°16’24”W, 13.43 feet to a point, thence, N36°17’7”E, 48.52 feet to a point; thence, N71°19’44”E, 34.60 feet to a point on the northeast property line of USPS; thence, S56°17’28”E, 12.06 feet to the point of beginning and containing 1,797 square feet (0.0413 acre), more or less; and also with the point of beginning for the area designated as Proposed Temporary Construction Easement for the proper construction of the project, lying at the intersection of the south USPS property line, the southwest corner of the proposed permanent roadway easement and the north property line of Towers Limited

**Temporary Construction Easements
U.S. Postal Service
1155 Seminole Trail
Charlottesville, Virginia 22906
Page 2 of 2
April 7, 2015**

EXHIBIT B (continued)

Partnership, et al.; thence, along the following courses: N56°16'46"W, 12.91 feet to a point; thence, N33°26'46"E, 96.46 feet; N33°3'17"E, 85.50 feet; N33°49'52"E, 53.22 feet to a point; thence, S55°27'58"E, 43.39 feet to a point; thence, N49°16'59"E, 60.08 feet; N48°23'49"E, 28.34 feet; N69°10'42"E, 27.27 feet; N47°26'37"E, 41.57 feet; N35°17'19"E, 45.28 feet; N33°39'28"E, 80.54 feet; N6°8'40"E, 18.03 feet; N35°8'35"E, 46.13 feet to a point; thence, S84°16'24"E, 20.94 feet to a point; thence, S37°3'39"W, 9.63 feet to a point; thence, S35°19'12"W, 151.54 feet; S39°13'37"W, 42.72 feet; S47°2'26"W, 42.72 feet; thence, S55°33'25"W, 25.81 feet; S52°47'59"W, 35.09 feet; S47°4'52"W, 35.09 feet; S41°21'45"W, 35.09 feet; S35°38'39"W, 35.09 feet; S46°14'52"W, 55.83 feet; S45°46'18"W, 42.06 feet; S7°47'19"E, 4.29 feet; S67°15'2"W, 9.93 feet; S26°5'42"W, 9.24 feet; S47°50'10"W, 59.39 feet to the point of beginning and containing 12,141 square feet (0.2787 acres), more or less.

For a more particular description of the easements herein conveyed, reference is made to the photocopies of the said plats (sheets 1 of 3 through 3 of 3), showing outline in RED the permanent roadway easement and in ORANGE the temporary construction easements and recorded simultaneously herewith in the State Highway Plat Book and the City of Charlottesville Deed Book.



N.T.S.

Exhibit C

PROJECT NO. U000-104-119, RW-201

PLAT SHOWING PROPOSED EASEMENTS ON THE PROPERTY OF

UNITED STATES OF AMERICA
U.S. POSTAL SERVICE

CITY OF CHARLOTTEVILLE, VIRGINIA

PREPARED BY:



114 east cary street, suite 200
richmond, virginia 23219
(804) 644-4600

FILE NAME	SCALE	DATE	UPC NO.	SHEET
010-41C002000	N.T.S.	APRIL 3, 2015	60233	1 of 3

REVISION: DATE:

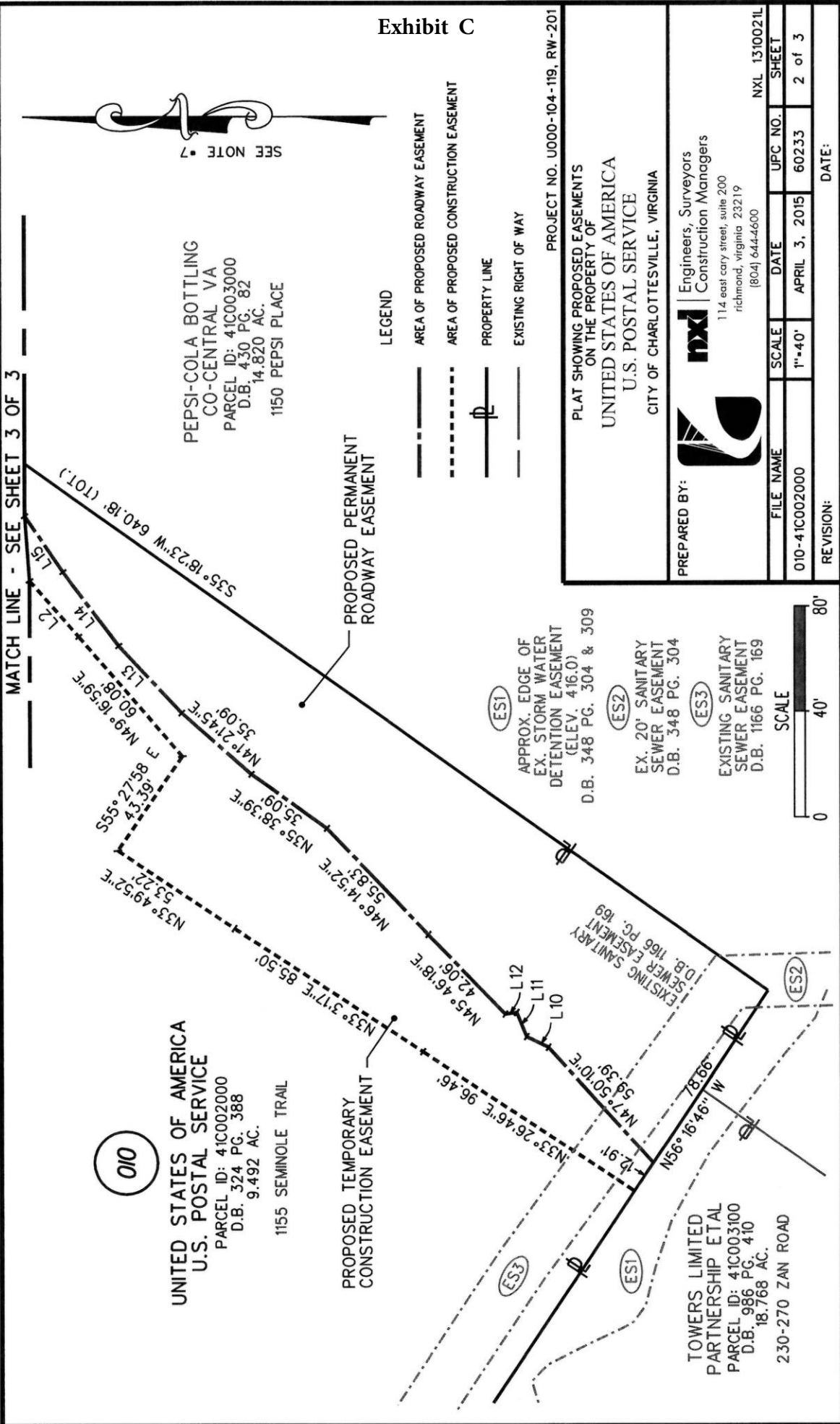
LINE DATA TABLE		
BEARING	DIST.(FT.)	
L11	N67° 15'2"E	9.93
L12	N7° 47'19"W	4.29
L13	N47° 4'52"E	35.09
L14	N52° 47'59"E	35.09
L15	N55° 33'25"E	25.81
L16	N47° 2'26"E	42.72
L17	N39° 13'37"E	42.72
L18	N84° 16'24"W	20.94
L19	N37° 3'39"E	9.63
L20	N37° 3'39"E	11.79

LINE DATA TABLE		
BEARING	DIST.(FT.)	
L1	-	-
L2	N48° 23'49"E	28.34
L3	N69° 10'42"E	27.27
L4	N47° 26'37"E	41.57
L5	N6° 8'40"E	18.03
L6	N84° 16'24"W	13.43
L7	N71° 19'44"E	34.60
L8	S56° 17'28"E	12.06
L9	S56° 17'28"E	0.84
L10	N26° 5'42"E	9.24



- NOTES
1. THIS PLAT MEETS THE MINIMUM PLAT STANDARDS OF THE VA DPOR APELSCIDLA REGULATIONS.
 2. THIS COMPILED PLAT WAS PREPARED TO SHOW THE ACQUISITIONS NOTED, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY HEREON.
 3. ALL THE PROPERTIES PHYSICAL IMPROVEMENTS ARE NOT SHOWN.
 4. ACQUISITIONS SHOWN ARE BASED ON FILES PROVIDED BY MCCORMICK TAYLOR, RECEIVED ON 1/26/15 AND 3/11/15.
 5. THIS COMPILED PLAT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY HEREON.
 6. NO DESIGNATION OR LOCATION OF SUBSURFACE UTILITIES WAS PERFORMED DURING THE PREPARATION OF THIS PLAT.
 7. MERIDIAN SOURCE:
VA STATE PLANE, SOUTH ZONE, GRID NORTH
 8. PROPERTY ACRES, IF PROVIDED, ARE BASED ON INFORMATION PROVIDED BY THE CITY OF CHARLOTTEVILLE TAX ASSESSOR'S OFFICE, AND MAY NOT AGREE WITH COMPUTED AREAS OR RECORDED DEEDS.

Exhibit C



SEE NOTE 7

MATCH LINE - SEE SHEET 3 OF 3

LEGEND

- AREA OF PROPOSED ROADWAY EASEMENT
- - - AREA OF PROPOSED CONSTRUCTION EASEMENT
- |— PROPERTY LINE
- |— EXISTING RIGHT OF WAY

PROJECT NO. U000-104-119, RW-201

PLAT SHOWING PROPOSED EASEMENTS ON THE PROPERTY OF UNITED STATES OF AMERICA U.S. POSTAL SERVICE CITY OF CHARLOTTESVILLE, VIRGINIA

PREPARED BY: **nxd** Engineers, Surveyors Construction Managers
 114 east cary street, suite 200 richmond, virginia 23219 (804) 644-4600

FILE NAME	SCALE	DATE	UPC NO.	SHEET
010-41C002000	1"=40'	APRIL 3, 2015	60233	2 of 3
REVISION:			DATE:	

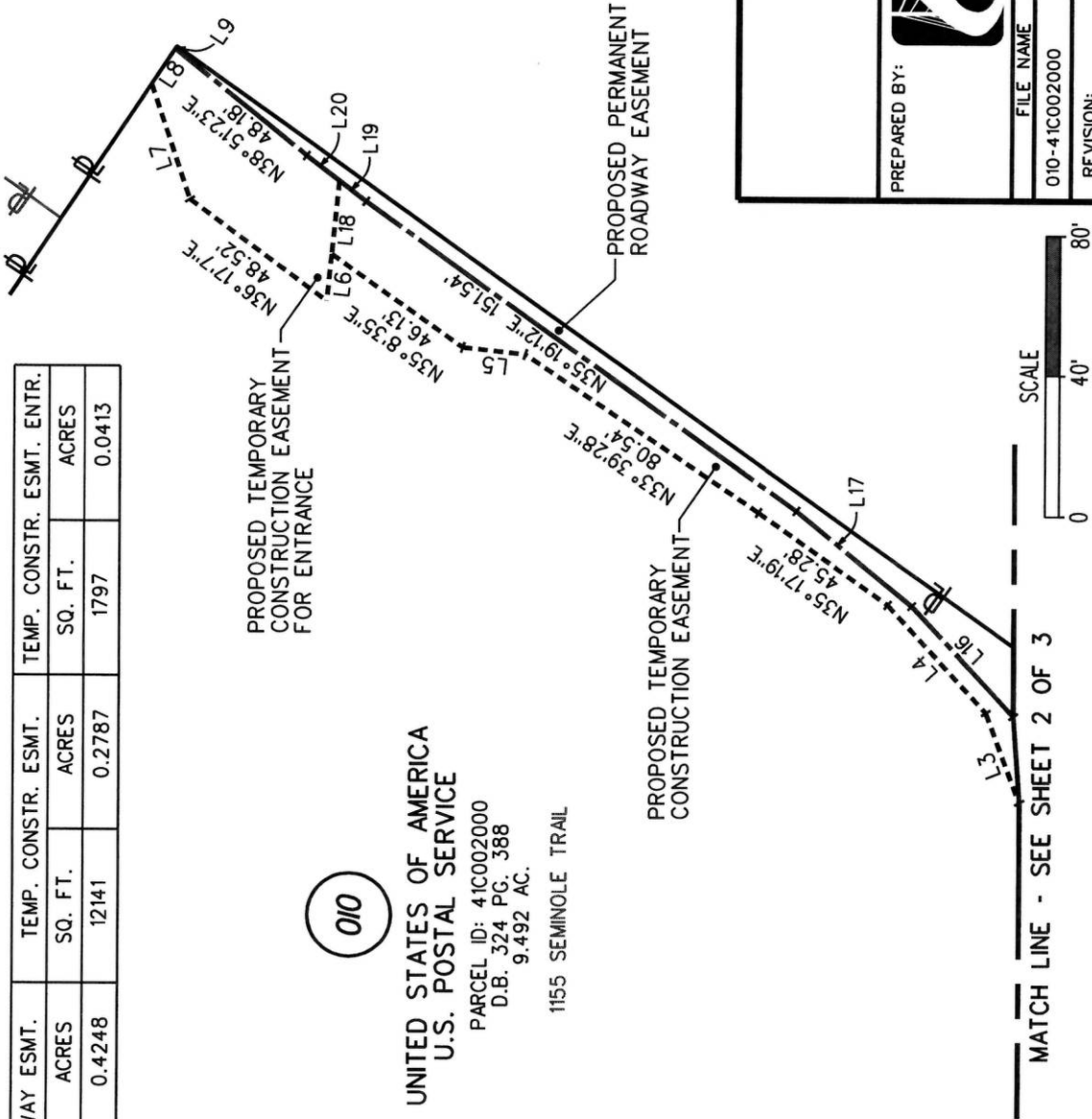


Exhibit C

EX. 20' SANITARY
SEWER EASEMENT
D.B. 335 PG. 440



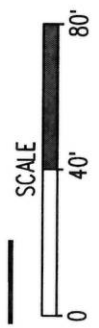
PEPSI-COLA BOTTLING
CO-CENTRAL VA
PARCEL ID: 41C003000
D.B. 430 PG. 82
14.820 AC.
1150 PEPSI PLACE



PERM. ROADWAY ESMT.		TEMP. CONSTR. ESMT.		TEMP. CONSTR. ESMT. ENTR.	
SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES
18504	0.4248	12141	0.2787	1797	0.0413

010


UNITED STATES OF AMERICA
U.S. POSTAL SERVICE
PARCEL ID: 41C002000
D.B. 324 PG. 388
9.492 AC.
1155 SEMINOLE TRAIL



MATCH LINE - SEE SHEET 2 OF 3

PROJECT NO. U000-104-119, RW-201

PLAT SHOWING PROPOSED EASEMENTS
ON THE PROPERTY OF
UNITED STATES OF AMERICA
U.S. POSTAL SERVICE
CITY OF CHARLOTTEVILLE, VIRGINIA

PREPARED BY:  nxd Engineers, Surveyors
Construction Managers
114 east cary street, suite 200
richmond, virginia 23219
(804) 644-4600

FILE NAME	SCALE	DATE	UPC NO.	SHEET
010-41C002000	1"=40'	APRIL 3, 2015	60233	3 of 3

REVISION: _____ DATE: _____

NXL 1310021L

**EXHIBIT D
EASEMENT CONSTRUCTION RIDER**

This Rider is to the foregoing Temporary Construction Easement (TCE) Agreement. If there is any inconsistency between the terms of this Rider and the terms of the TCE Agreement, the terms of this Rider shall prevail.

1. The Construction Activities shall be performed by Grantee in accordance with standard industry practice and Final Plans as referenced below. Grantee shall be responsible for design, construction and all costs related thereto of the Construction Activities. Grantee shall also provide construction oversight during the period of performance of the Construction Activities to ensure that the Construction Activities are completed in compliance with the terms of this Easement Construction Rider (“Construction Rider” and “Rider.”)

2. Specifically with regard to the replacement of any trees damaged in the course of completion of the Construction Activities, Grantee shall replace any such damaged tree(s) which fail to thrive during first 18 months after expiration of the TCE. Grantee shall replace such damaged trees with trees of the same type as the damaged trees. Further, Grantee shall be responsible for the health of the replacement trees for one year after they are planted.

3. Final Plans. Within four (4) months of execution of the TCE Agreement, Grantee shall provide USPS with final plans, drawings, specifications and details showing the 100% design and a construction schedule, of the Project with specific impacts to the Grantor’s Parcel and including storm water flow calculations used to determine pipe dimensions and grading plans (“Final Plans”), and incorporating mitigation measures to accommodate and maintain continuous operation by USPS at the facility, for approval by USPS. The construction schedule shall provide that performance of the Construction Activities shall be completed by April 30, 2018, unless otherwise modified or extended in writing by both parties. In the event USPS requires reasonable changes to any or all the Final Plans, Grantee shall incorporate such changes. If the Grantee changes the Final Plans specific to the Grantor’s Parcel, Grantor will provide review comments within two weeks. Final Plans and changes to Final Plans will be deemed approved if comments from Grantor are not received within three weeks. Approval by Grantor will not be unreasonably withheld and either party can request an extension with good cause.

3. Notice to Proceed. The Grantor’s approval of the Final Plans will constitute notice to the Grantee to proceed with the work.

4. Construction Schedule. Once Grantee receives approval of Final Plans, Grantee shall proceed with construction in accordance with the construction schedule. Unless otherwise provided in this Construction Rider, said Construction Activities, shall be completed to the reasonable satisfaction of the USPS no later than April 30, 2018, unless otherwise modified or extended in writing by both parties.

5. Bonds. Grantee shall require that its contractor to post a Performance Bond and Payment Bond (“Bonds”) in a minimum of \$1,000,000, and that Grantee shall submit to USPS copies of such bonds at least thirty (30) days before construction begins. No work or services under this Agreement may be commenced until required bonds have been furnished and the Grantee has received written notice from the Contracting Officer or his or her designee that the bond is acceptable. In the event Grantee fails or refuses to provide the Bond as defined herein, the TCE shall terminate at no cost to the USPS.

6. Termination for Default

a. If Grantee refuses or fails to begin construction within the timeframes and provisions specified by this Construction Rider, or to prosecute the work with such diligence as will ensure its completion within the time specified in this Construction Rider, or any extension thereof, or fails to complete said work within such time, unless extended, Grantee shall be in default.

b. In the event of Grantee’s default, USPS shall provide written notice of the default to Grantee. USPS shall include details as to the facts and circumstances constituting Grantee’s default.

c. Upon receipt of the written notice indicated in **Section 6(b)** Grantee shall have 14 days to cure such default provided, however, that if upon receipt of the notice of default Grantee promptly and diligently works to cure the default, Grantee may request an additional reasonable amount of time to cure if, given the nature and extent of the default, the cure cannot be accomplished in the first 14 days, approval of which Grantor shall not unreasonably withhold.

d. If Grantee fails to cure such default, USPS may terminate the TCE for default. Upon such termination for default, USPS may complete the Construction Activities and recover all of its costs from the Grantee.

e. Grantee’s right to proceed shall **not** be so terminated nor Grantee charged with resulting damage if:

i. The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of Grantee, including but not restricted to acts of God, acts of the public enemy, acts of Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the USPS, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both Grantee and such subcontractors or suppliers, (inability to comply with state, city, or local construction or zoning

laws or ordinances, or with restrictive covenants, shall not be regarded as an unforeseeable cause); and

ii. Grantee notifies the Grantor's Contracting Officer (or their designated representative) in writing of the causes of delay within 5 days of the beginning of such delay.

f. In the event of a dispute regarding paragraph 6, Grantee shall submit to the Grantor's Contracting Officer evidence in support of Grantee's position.

g. Upon receipt of the documentation referenced in paragraph f above, the Grantor's Contracting Officer (or their designated representative) in his/her reasonable discretion agrees to ascertain the facts and issue the Grantor's Contracting Officer final decision in the event the default is conclusive on the Parties that is subject to appeal as provided in the clause of this contract entitled "Claims and Disputes" and the Contract Disputes Act, 41 U.S.C. §7101, et. seq. (the "CDA").

h. Pending final decision on an extension of time hereunder, the Licensee must proceed diligently with the performance of this Construction Rider and in accordance with the Grantor's Contracting Officer (or their designated representative)'s decision. Inability to comply with state, city, or local construction or zoning laws or ordinances, or with restrictive covenants, shall not be regarded as an unforeseeable cause.

i. The rights and remedies of the USPS provided in this clause are in addition to any other rights and remedies which may be available to the USPS by law or under this Temporary Construction Easement.

7. Inspection

a. Grantee must, without charge to USPS, replace any material, correct any workmanship or supply omitted work found by the USPS not to comply with the approved Final Plans, unless in its interest, the USPS consents to accept such material or workmanship or omitted work.

b. The Construction Activities must be accessible at reasonable times and upon reasonable notice for inspection by the authorized representative of the Grantor's Contracting Officer to determine whether contractual requirements are being met during construction and/or acceptance inspection of construction of the facility. Failure of the USPS to identify deficient work or materials shall not shift the responsibility for correction of such deficient work or materials to the USPS.

c. If the Grantee does not replace rejected material, correct rejected workmanship, or supply omitted work after it is given a reasonable time to comply, then in addition to any other remedies

available to it, the USPS have the right to perform such work as required by the Final Plans and shall further have the right to recover its costs from the Grantee.

d. In the absence of a specific agreement, time allowed for completion of any work required under the provisions of this paragraph is limited to sixty (60) days, unless extended by both parties.

8. Safety. Grantee must take proper safety and health precautions to protect the work, the workers, the public and the property of others. Grantee is responsible also for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction that may have been accepted.

9. Site Conditions. Grantee must examine the Grantee Property and be thoroughly acquainted with conditions thereon. The Grantee will be responsible for site conditions including but not limited to subsurface or latent physical conditions or unknown physical conditions.

10. Safety and Health Standards

a. Materials, supplies, articles, or equipment manufactured or furnished under this contract or order must conform to the Occupational Safety and Health Standards (29 CFR 1910) pursuant to authority in the OSHA, and to other safety and health requirements specified in this Construction Rider or order.

b. If no OSHA standard exists, federal or other nationally recognized standards apply. Copies of current OSHA Standards are available from regional and/or area offices of the U. S. Department of Labor, Occupational Safety and Health Administration.

c. If this Construction Rider or order contains a USPS standard and an OSHA standard covering the same general area of applicability, the USPS standard governs and takes precedence, unless the OSHA standard contains more rigorous or stringent safety requirements, in which case the OSHA standard governs and takes precedence.

11. Omissions and Defects. Grantee must complete or correct the omissions or defects from the contract requirements and approved construction plans by the completion date established in **Section 4** herein or extension thereof. If the Grantee fails to complete or correct such omissions or defects, the USPS have the right to perform such work as required by the Final Plans and shall further have the right to recover its costs from the Grantee.

12. Convict Labor. In connection with the work under this contract, the Grantee agrees not to employ any person undergoing sentence of imprisonment, except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c) (2)) and Executive Order 11755, December 29, 1973.

13. Warranty (Construction)

a. If within five (5) years of termination of the temporary construction easement, the USPS finds that warranted work for the Improvements on USPS property needs to be repaired or changed because materials, equipment, or workmanship were inferior, defective, or not in accordance with the Construction Rider, USPS shall notify Grantee of such in writing.

b. Upon receipt of such notice, Grantee shall promptly and without expense to the USPS:

i. Place in a satisfactory condition all of the warranted work;

ii. Satisfactorily correct all damage to equipment, the site, the building, or its contents that is the result of such unsatisfactory work; and

iii. Satisfactorily correct any work, materials, or equipment disturbed in fulfilling the warranty.

c. Should the Grantee fail to proceed promptly in accordance with the warranty, the USPS may have the work performed and recover the cost thereof from the Grantee.

d. This Paragraph 13 shall survive the expiration or termination of the Easement for Temporary Construction.

14. Design and Approval Requirements

a. Unless otherwise exempted within this Construction Rider, Grantee must employ the services of an architect-engineer, who is licensed to practice in the state in which the facility is located, to prepare for the approval of the USPS, complete specifications and working drawings including architectural, structural, mechanical, electrical and site improvement work for the construction of the facility in accordance with all requirements included in this Construction Rider. All final drawings must bear the appropriate registration seal. All fees or charges required for architect/engineer services, for necessary permits or approvals, for connection charges, or for similar fees incidental to construction of the facility must be at Grantee's sole cost and expense.

b. The minimum requirements established by this Construction Rider must not be construed as lowering the standards established by the local, county, or state laws, ordinances, or regulations. When such local, county or state requirements are more stringent than the minimum requirements set forth in this Construction Rider, the more stringent requirements must govern.

c. Approval by the USPS of any drawings and specifications constitutes approval of general arrangement only and is not to be construed as waiving or changing any requirements set forth in this Construction Rider unless a deviation, waiver or other change is specifically identified and approved by the Contracting Officer (or their designated representative).

d. The Grantee must be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., for the project.

e. Unless otherwise specified, no construction activity at the Grantor's Property may be commenced until Grantee has received written notice from the Contracting Officer (or their designated representative) of approval of the Final Plans. Changes or modifications which may be required during construction shall be approved in writing by the Contracting Officer (or their designated representative) prior to proceeding with such changes, subject to the procedure for approval of changes to the Final Plans set forth in paragraph 3, supra.

15. Changes (Construction). After the Final Plans have been reviewed and approved in accordance with paragraph 3 herein, the Grantor (or his or her designated representative) may, at any time, without notice to any sureties, by written order designated or indicated to be a change order, make reasonable requests for changes in the work within the general scope of the contract s, including changes:

- a. In the specifications (including drawings and designs);
- b. In the method or manner of performance of the work;

Grantee shall implement such requested changes Grantor can show are critical to Grantor's operation at Grantor's parcel. All other requests will be reviewed and incorporated by Grantee if deemed reasonable with a response to Grantor within two weeks of request. Grantor will provide review comments within two weeks. Changes to Final Plans will be deemed approved if comments from Grantor are not received within two weeks. Approval by Grantor will not be unreasonably withheld and either party can request an extension with good cause. The project on the Grantor's land is a portion of a much larger project, and Grantor agrees that after approval of the Final Plans it will make all reasonable efforts to avoid any requests, or any other actions, that would adversely affect the critical path of the Project.

16. Disputes. Any disputes that arise between Grantee and USPS that arise under this Construction Rider of the Agreement shall be subject to the Contract Disputes Act, 41 U.S.C. §7101, et. sseq. (the "CDA").

Space above this line for Recorder's Use

RIGHT OF WAY EASEMENT DEED

This Deed is made on _____ of _____, 2016, by and between the United States Postal Service ("USPS"), an independent establishment of the executive branch of the United States Government (39 U.S.C. § 201), ("GRANTOR"), and the City of Charlottesville, Virginia, a municipal corporation ("GRANTEE"). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

RECITALS

- A. WITNESSETH that the GRANTOR is the owner of a tract of land in City of Charlottesville located at 1155 Seminole Trail in Charlottesville, VA 22906 (the "GRANTOR's Parcel¹"), and legally described in Exhibit A, attached hereto and incorporated herein, through which the City of Charlottesville and the Virginia Department of Transportation (VDOT) are planning to build State Highway Project U000-104-119, R201, Hillsdale Drive Extension, which begins 0.106 miles north of Greenbrier Drive in Albemarle County and ends at Hydraulic Road in the City of Charlottesville ("the Project.") This Project will enhance the area's multi-modal transportation network by providing safe and functional access for local trips generated outside and parallel to the Route 29 business corridor and will improve access to commercial businesses. The proposed Project will extend along the southern portion of the GRANTOR's Parcel and provide turn lanes, on-road bike lanes, a shared use path, sidewalks and related improvements. Hereinafter, reference to "Project" shall specifically denote the Project as it may impact the Grantor's Parcel.
- B. The GRANTEE has determined that a permanent right of way easement ("Easement") over the GRANTOR's Parcel ("Easement Area"), legally described in Exhibit B attached hereto and incorporated herein, and is shown in Exhibit C, attached hereto and incorporated herein, is reasonably necessary for a right of way for the reconstruction, operation and maintenance of the Hillsdale Drive Extension.
- C. Subject to and in accordance with the terms set forth below, GRANTOR has agreed to the transfer certain rights to Easement Area to the GRANTEE.

¹ Grantor, United States Postal Service, acquired Grantor's Parcel from United States of America at Transfer of Properties, 36 Fed. Reg. 17917 (1971).

AGREEMENTS

For and in consideration of the sum of three hundred ninety-four thousand, five hundred ninety-five dollars (\$394,595) and other valuable consideration in hand paid, and the mutual agreements that follow, GRANTOR and GRANTEE agree as follows:

1. GRANTOR does hereby grant to GRANTEE a permanent easement to construct a portion of the 5 foot concrete sidewalk, storm water piping, a portion of the new roadway and bridge and a retaining wall and guardrail and use of the space above and below the established grade line of the highway pavement for construction and other purposes on, over, across, in, and upon the Easement Area not otherwise mentioned but necessary for completing the Project.
2. Prior to the removal of any of the existing security fence within the GRANTOR's Parcel or Easement Area, the GRANTEE shall install temporary security fencing to the specifications and satisfaction of the GRANTOR, which temporary security fencing shall be equal in height and coverage to the existing security fence. Specifically, temporary construction fencing shall be at least 6 feet in height with posts being no more than 6 feet apart, preferably 9 gauge steel wire with no more than 2" mesh fabric chain link, which is the same standard as current postal design. GRANTEE shall maintain such temporary security fencing until the GRANTEE installs the permanent fencing. Within 30 days following completion of the construction within the Easement Area, GRANTEE shall install permanent security fence at an approved location and to the specifications and satisfaction of the GRANTOR. In the event GRANTEE fails to comply with the terms of this paragraph 2, GRANTOR shall, having given GRANTEE notice and opportunity to cure, have the right to perform such work as required by the terms of this paragraph 2 and shall further have the right to recover its costs from the GRANTEE.
3. GRANTEE, and/or its contractors, at their sole cost and expense, shall maintain and keep in effect during any and all construction or work activities within the Easement Area insurance against claims for personal injury (including death) or property damage, under a policy of comprehensive general public liability insurance, with such limits (through basic coverage plus umbrella coverage) as may be reasonably requested by GRANTOR from time to time, but not less than \$1,000,000 in respect of bodily injury (including death) and property damage, which amounts shall be adjusted upon reasonable request of GRANTOR from time to time to amounts which are normal and customary for similar operations. Such policies of insurance shall name GRANTOR as an additional insured. The policy shall provide that it shall not be cancelable nor may it expire without at least thirty (30) days' prior written notice to GRANTOR. Prior to the commencement of the construction under the Easement, there shall be delivered by to GRANTOR a certificate of the insurance carrier certifying that the policy so delivered has been issued and is in effect and the duration thereof. At least thirty (30) days before any policy shall expire (10 days for non-payment of premium), GRANTEE shall deliver to GRANTOR a replacement certificate, and at least twenty (20) days prior to the date that the premium on any policy shall become due and payable, GRANTOR shall be furnished with satisfactory evidence of its payment.
4. GRANTEE shall be responsible for maintenance and repair of the Easement Area, which includes but is not limited to GRANTEE's equipment and improvements, and any and all costs related thereto. Such maintenance and repairs shall include but are not limited to repair, snow removal (excluding sidewalk and driveway entrance), landscaping, grading, paving and removal of all trash and debris caused by GRANTEE 's exercise of its rights under this Easement.
5. GRANTEE, by acceptance of this Easement, agrees for and on behalf of itself, its agents, servants, employees, invitees, and contractors who may at any time use, occupy, visit, or maintain said Easement herein created that the GRANTOR shall not be responsible for damage or loss to property, injuries, or death, which may arise from or be incident to the use and occupation of the Easement as granted herein to GRANTEE, its agents, servants, employees, invitees, and contractors.
6. GRANTEE, by acceptance of this Easement, to the extent permitted by Virginia law, agrees to defend, indemnify and hold the GRANTOR harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by GRANTOR, its employees, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the property that is the subject of said Easement, or be on or about the property that is the subject of said Easement, when such loss, injury, death, or damage is asserted to have

been caused by any negligent act or omission or intentional misconduct of the GRANTEE or its agents, servants, employees, invitees, or contractors. In case of any action or proceeding brought against the GRANTOR, by reason of such a claim, upon notice from the GRANTOR, GRANTEE covenants to defend such action or proceeding. The GRANTOR shall not be liable and the GRANTEE waives and releases the GRANTOR from all claims for damage to persons or property sustained by the GRANTEE or its employees, agents, servants, invitees, contractors, or customers resulting by reason of the use of the Easement. Nothing herein shall be construed as a waiver of Grantee's sovereign immunity.

7. GRANTOR reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted. During construction of the Project, GRANTEE specifically agrees that, in addition to any other covenants, terms and conditions contained herein, it will:

- Not interfere with access to and from Seminole Trail via the driveway located in the northeast corner of the GRANTOR's Parcel, except as may be authorized by the Postmaster pursuant to paragraph (8) of the Easement for Temporary Construction between the parties; and
- Give the Postmaster or his or her designee no less than fourteen (14) calendar days of notice before any construction within the Easement Area or Temporary Easement Area commences.

Following construction, the GRANTOR and its employees, customers, and the public will retain the right to use the reconstructed driveway entrance/exit for purposes of access between GRANTOR's Parcel and Hillsdale Drive Extended.

8. In the event Grantee deviates from the terms of any written consent by the Postmaster or his or her designee, or in the event the Grantee otherwise breaches its obligations in paragraph 7 during construction, maintenance, or restoration activities performed by GRANTEE, its agents, servants, employees, invitees, or contractors, GRANTEE will pay to the GRANTOR liquidated damages in the amount of \$10,000 per day for each day, or any part thereof, in which the GRANTOR, its employees or contractors are not able to gain access to the GRANTOR's Parcel due to the actions of GRANTEE, its agents, servants, employees, invitees, or contractors. The parties agree that quantifying losses arising from Grantee's breach is inherently difficult and further stipulate that the agreed upon sum is not a penalty but rather a reasonable measure of damages.

9. If GRANTEE terminates the Easement, the property rights granted to GRANTEE herein shall revert back to the GRANTOR. Further, GRANTEE shall restore any affected portion of the property to the condition in which it existed prior to the grant of the Easement to GRANTEE.

10. Any claim, controversy or dispute arising out of this Agreement shall be governed by applicable federal law.

11. Except as specifically provided within Final Plans, (Exhibit D), for managing storm water within the underground system installed in the ROW Easement Area, Grantee is not permitted to discharge storm water runoff within the Easement Area or onto the GRANTOR's Parcel generally. Such prohibition shall include, but not be limited to, discharging silt, hazardous materials or other environmental contaminants within the Easement Area or onto Grantor's Parcel generally. Grantee shall be responsible for maintaining and repairing the stormwater structure, which shall include but not be limited to the obligation to replace such structure if necessary. Grantee shall also maintain the outfall, which shall include but not be limited to preventing soil erosion, installing rip-rap and eliminating debris. Finally, Grantee shall comply with all environmental laws when performing any activity within the Easement Area or Grantor's Parcel generally.

12. The GRANTOR does not warrant that the Easement Area is suitable for the purposes set forth herein and GRANTEE hereby waives any express or implied warranty on the part of GRANTOR. GRANTOR has no knowledge of subsurface conditions and makes no representations as to soil types, existence of underground utilities, or any other latent conditions that may impact GRANTEE's use and enjoyment of said Easement.

13. This Easement is granted subject to any and all restrictions, covenants, other easements, encumbrances, liens of any kind, leases, and interests of others, including rights of way for roads, pipelines, railroads, and public utilities, whether or not matters of public record.

IN WITNESS WHEREOF, the parties hereto have executed this Easement of the day and year first above written.

[SIGNATURES AND NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGES.]

Grantor:
United States Postal Service

By: _____

DISTRICT OF COLUMBIA) ss

On this _____ day of _____, 20____, personally appeared before me _____, Contracting Officer who being by me duly sworn, did say that he/she represents the United States Postal Service, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he/she executed said instrument as the act and deed of the United States Postal Service for the purposes therein mentioned.

SEAL

NOTARY PUBLIC

My commission expires: _____

The City of Charlottesville, acting by and through its City Attorney, the City official designated by the City Manager pursuant to authority granted by resolution of the City Council of the City of Charlottesville, does hereby accept the conveyance of this easement, pursuant to Virginia Code Section 15.2-1803, as evidenced by the City Attorney's signature hereto and the City's recordation of this deed. As is further required by Sec. 15.2-1803 of the Virginia Code, the City Attorney's signature hereto constitutes his certification that this deed is in a form approved by him.

Grantee:
City of Charlottesville

By: _____

COMMONWEALTH OF VIRGINIA)
) ss
COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say that he/she represents, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he/she executed said instrument as the act and deed of City of Charlottesville for the purposes therein mentioned.

SEAL

NOTARY PUBLIC

My commission expires: _____

The City of Charlottesville, acting by and through its City Attorney, the City official designated by the City Manager pursuant to authority granted by resolution of the City Council of the City of Charlottesville, does hereby accept the conveyance of this easement, pursuant to Virginia Code Section 15.2-1803, as evidenced by the City Attorney's signature hereto and the City's recordation of this deed. As is further required by Sec. 15.2-1803 of the Virginia Code, the City Attorney's signature hereto constitutes his certification that this deed is in a form approved by him.

GRANTEE: **CITY OF CHARLOTTESVILLE**

BY: _____

NAME: _____

ITS: _____

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF _____) SS

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of _____, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____, of **CITY OF CHARLOTTESVILLE**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **CITY OF CHARLOTTESVILLE** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of the Commonwealth of Virginia.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the Commonwealth of Virginia,
residing

at _____

My Appointment Expires: _____

Notary seal, text and all notations must be inside 1" margins

Exhibit A

STATE TAX \$ _____
 CITY TAX \$ _____
 TRANS. \$ 1.00
 FEE \$ 8.00
 PLAT \$ 2.00
 SEC. 58-59/65 712.00
 TOTAL \$ 723.00

BOOK 324 PAGE 388

THIS DEED, made this 11th day of March, 1971, by and between EUNICE S. MICHIE, single, and CLAY M. PEYTON and RUTH N. PEYTON, his wife, parties of the first part; and UNITED STATES OF AMERICA and its assigns, party of the second part;

WITNESSETH:

That for and in consideration of the sum of Seven Hundred Eleven Thousand Nine Hundred Dollars (\$711,900.00), cash in hand paid, receipt of which is hereby acknowledged, the parties of the first part do hereby grant and convey with General Warranty and English Covenants of Title unto the United States of America and its assigns, all that certain land situate in the City of Charlottesville, Virginia, described as follows:

Beginning at a concrete monument on the East margin of U.S. Route 29, being the Southwest corner of Alvin Clements, et als, thence with the East margin of U.S. Route 29, S 35° 14' 50" W 100.19 feet to a concrete monument, thence continuing along said street margin S 32° 20' 05" W 539.81 feet to a point on said street margin in a branch, said point being N 32° 20' 05" E 8.76 feet from a concrete highway monument, thence leaving U.S. Route 29 S 56° 14' 03" E 20.00 feet to a steel pin, thence continuing the same course 609.81 feet (for a total distance of 629.81 feet) to a concrete monument, a corner with Clay M. Peyton, thence N 35° 21' 06" E 640.00 feet to a concrete monument, a corner with Clay M. Peyton thence with Clay M. Peyton and Alvin Clements N 56° 13' 49" W 658.41 feet to the point of beginning. Containing 413,461 square feet being the Northeast portion of the Clay M. Peyton property and shown as Parcel D-1 on the plat of Huffman-Foster and Associates dated December 19, 1969, attached to and to be recorded with this deed.

Being part of property acquired by Eunice S. Michie and Clay M. Peyton under the will of Mollie M. Peyton dated August 15, 1922, probated July 18, 1933, W.B. 35, p. 231, under the will of Grace Coleman Michie dated October 29, 1921, probated January 8, 1929, W.B. 34, p. 280, and

*To same
 as assigned
 for delivery to
 U.S.A.*

MICHAEL AND DENT
 LAW OFFICES
 CHARLOTTESVILLE, VA.

Exhibit A

BOOK 324 PAGE 389

-2-

Deed of Partition dated August 1, 1941, D. B. 252, p. 66, under the will of Henry Clay Michie dated April 23, 1924, probated January 31, 1925, W. B. 33, p. 293, and Deed from Winston T. Michie to Eva S. Michie dated January 20, 1936, D. B. 230, p. 371. 393

The above described property is acquired for and on behalf of the Post Office Department of the United States of America.

SUBJECT, HOWEVER, to any easements, rights-of-way or restrictions of record.

Witness the following signatures and seals:

Eunice S. Michie (SEAL)
Eunice S. Michie

Clay M. Peyton (SEAL)
Clay M. Peyton

Ruth N. Peyton (SEAL)
Ruth N. Peyton

STATE OF VIRGINIA:

COUNTY OF ALBEMARLE, to-wit:

I, Magnum D. Scott, Jr., a Notary

Public for the County aforesaid, in the State of Virginia, whose commission expires on the 4th day of August, 1974, do hereby certify that Eunice S. Michie and Clay M. Peyton and Ruth N. Peyton, whose names are signed to the foregoing DEED, bearing date on the 11th day of March, 1971, have, and each has, acknowledged the same before me in my State and County aforesaid.

Given under my hand this 18th day of March,

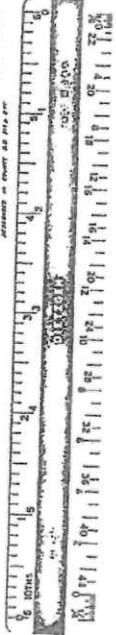
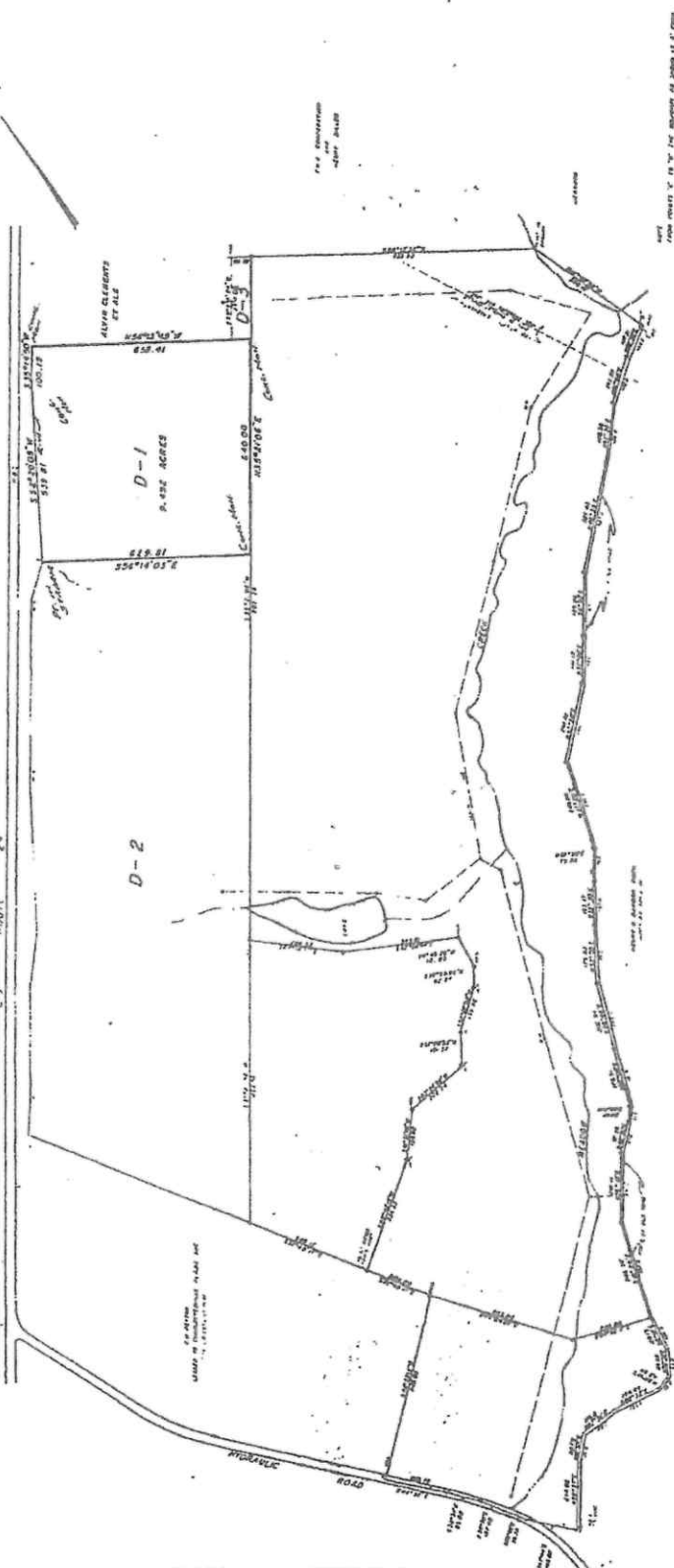
1971.

Magnum D. Scott, Jr.
Notary Public

MICHAEL AND DENT
LAW OFFICES
CHARLOTTESVILLE, VA.

Exhibit A

BOOK 324 PAGE 390



PLAT SHOWING
 A DIVISION OF TRACT 'D'
CLAY M. PEYTON PROPERTY
 CHARLOTTEVILLE, VIRGINIA
 DEC. 19, 1928

GRAPHIC SCALE IN FEET

HUFFMAN - FOSTER & ASSOCIATES
 CIVIL ENGINEER AND LAND SURVEYING
 CHARLOTTEVILLE, VIRGINIA

FILE 448

VIRGINIA: In the Clerk's Office of the Corporation Court of the City of Charlottesville.

The foregoing instrument of writing, together with certificate of acknowledgment thereto annexed, was presented and admitted to record on the 22nd day of March, 1921, at 12:52 o'clock, P.M. The taxes imposed by 5854.1 in the amount of \$ 712.00 have been paid.

Testes
Carl C. Heinrich Clerk

**Temporary Construction Easements
U.S. Postal Service
1155 Seminole Trail
Charlottesville, Virginia 22906
Page 1 of 2
April 7, 2015**

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENTS CONVEYED BY UNITED STATES POSTAL SERVICE, (USPS), GRANTOR, TO THE CITY OF CHARLOTTESVILLE, GRANTEE, FOR HILLSDALE DRIVE EXTENSION, STATE HIGHWAY PROJECT U000-104-119, R201, (UPS 60233), IN THE CITY OF CHARLOTTESVILLE, VIRGINIA.

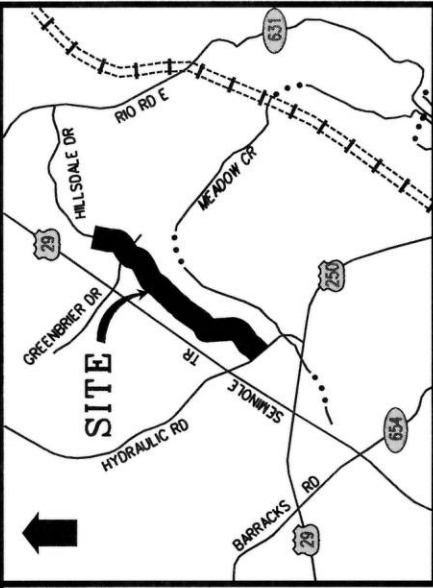
PARCEL 010: – Being as shown on the plats (Sheets 1 of 3 through 3 of 3) of the plans for Hillsdale Drive Extension, State Highway Project U000-104-119, R201, (UPC 60233), said plats titled “PLAT SHOWING PROPOSED EASEMENTS ON THE PROPERTY OF UNITED STATES OF AMERICA, U. S. POSTAL SERVICE, CITY OF CHARLOTTESVILLE, VIRGINIA, PREPARED BY NXL, INC., DATED APRIL 3, 2015, with the point of beginning for the area designated as Proposed Temporary Construction Easement For Entrance for the proper construction of the project, lying at the intersection of the northeast property line of USPS, the southwest property line of Pepsi-Cola Bottling Co-Central VA and lying adjacent to the proposed permanent roadway easement area, thence, along the following courses: S38°51’23”W, 48.18 feet; S37°3’39”E, 11.79 feet to a point, thence, N84°16’24”W, 20.94 feet; thence, N84°16’24”W, 13.43 feet to a point, thence, N36°17’7”E, 48.52 feet to a point; thence, N71°19’44”E, 34.60 feet to a point on the northeast property line of USPS; thence, S56°17’28”E, 12.06 feet to the point of beginning and containing 1,797 square feet (0.0413 acre), more or less; and also with the point of beginning for the area designated as Proposed Temporary Construction Easement for the proper construction of the project, lying at the intersection of the south USPS property line, the southwest corner of the proposed permanent roadway easement and the north property line of Towers Limited

**Temporary Construction Easements
U.S. Postal Service
1155 Seminole Trail
Charlottesville, Virginia 22906
Page 2 of 2
April 7, 2015**

EXHIBIT B (continued)

Partnership, et al.; thence, along the following courses: N56°16'46"W, 12.91 feet to a point; thence, N33°26'46"E, 96.46 feet; N33°3'17"E, 85.50 feet; N33°49'52"E, 53.22 feet to a point; thence, S55°27'58"E, 43.39 feet to a point; thence, N49°16'59"E, 60.08 feet; N48°23'49"E, 28.34 feet; N69°10'42"E, 27.27 feet; N47°26'37"E, 41.57 feet; N35°17'19"E, 45.28 feet; N33°39'28"E, 80.54 feet; N6°8'40"E, 18.03 feet; N35°8'35"E, 46.13 feet to a point; thence, S84°16'24"E, 20.94 feet to a point; thence, S37°3'39"W, 9.63 feet to a point; thence, S35°19'12"W, 151.54 feet; S39°13'37"W, 42.72 feet; S47°2'26"W, 42.72 feet; thence, S55°33'25"W, 25.81 feet; S52°47'59"W, 35.09 feet; S47°4'52"W, 35.09 feet; S41°21'45"W, 35.09 feet; S35°38'39"W, 35.09 feet; S46°14'52"W, 55.83 feet; S45°46'18"W, 42.06 feet; S7°47'19"E, 4.29 feet; S67°15'2"W, 9.93 feet; S26°5'42"W, 9.24 feet; S47°50'10"W, 59.39 feet to the point of beginning and containing 12,141 square feet (0.2787 acres), more or less.

For a more particular description of the easements herein conveyed, reference is made to the photocopies of the said plats (sheets 1 of 3 through 3 of 3), showing outline in RED the permanent roadway easement and in ORANGE the temporary construction easements and recorded simultaneously herewith in the State Highway Plat Book and the City of Charlottesville Deed Book.



N.T.S.

Exhibit C

PROJECT NO. U000-104-119, RW-201

PLAT SHOWING PROPOSED EASEMENTS ON THE PROPERTY OF

UNITED STATES OF AMERICA
U.S. POSTAL SERVICE

CITY OF CHARLOTTEVILLE, VIRGINIA

PREPARED BY:



nxl Engineers, Surveyors
Construction Managers
114 east cary street, suite 200
richmond, virginia 23219
(804) 644-4600

FILE NAME	SCALE	DATE	UPC NO.	SHEET
010-41C002000	N.T.S.	APRIL 3, 2015	60233	1 of 3

REVISION: DATE:

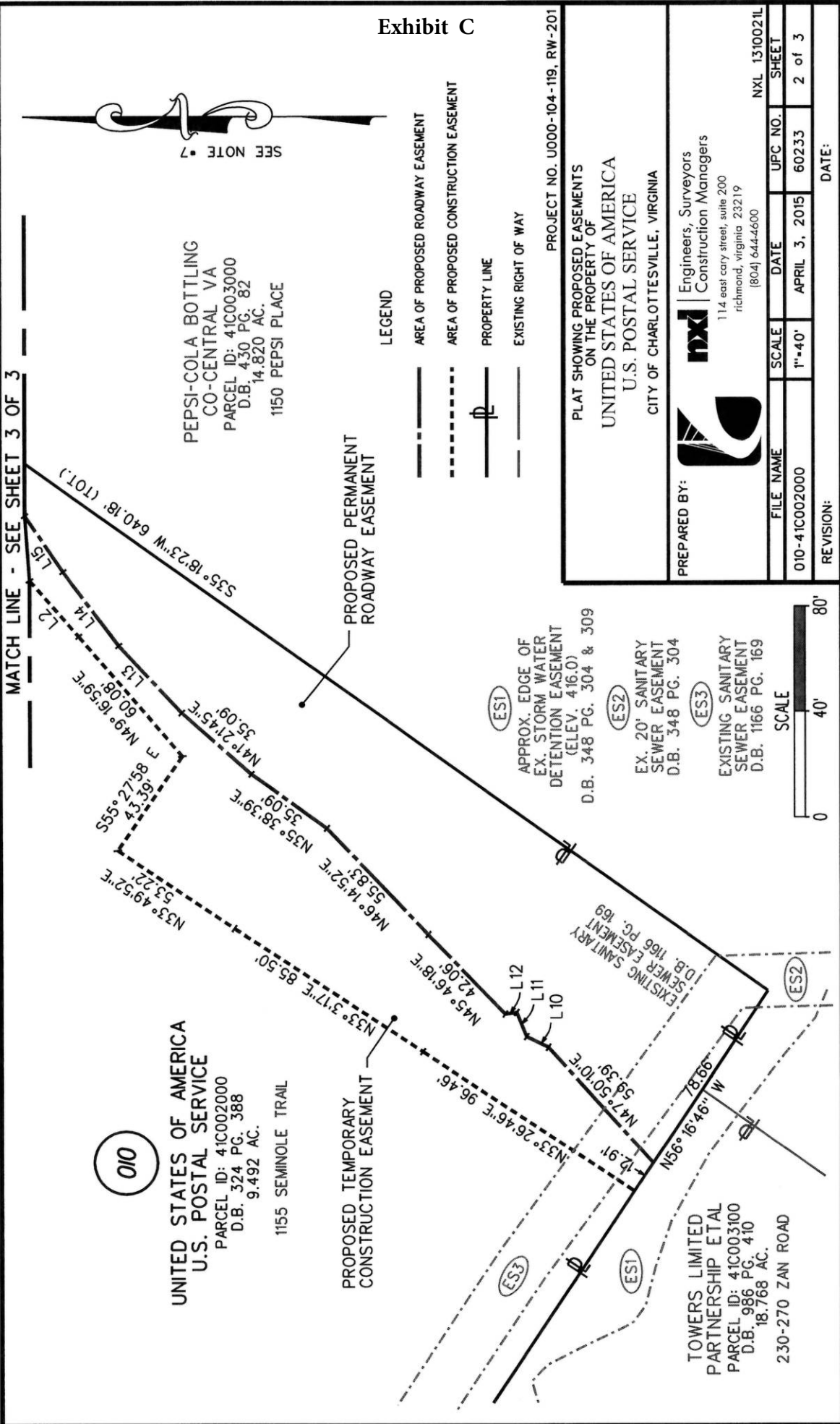
LINE DATA TABLE		
BEARING	DIST.(FT.)	
L11	N67° 15'2"E	9.93
L12	N7° 47'19"W	4.29
L13	N47° 4'52"E	35.09
L14	N52° 47'59"E	35.09
L15	N55° 33'25"E	25.81
L16	N47° 2'26"E	42.72
L17	N39° 13'37"E	42.72
L18	N84° 16'24"W	20.94
L19	N37° 3'39"E	9.63
L20	N37° 3'39"E	11.79

LINE DATA TABLE		
BEARING	DIST.(FT.)	
L1	-	-
L2	N48° 23'49"E	28.34
L3	N69° 10'42"E	27.27
L4	N47° 26'37"E	41.57
L5	N6° 8'40"E	18.03
L6	N84° 16'24"W	13.43
L7	N71° 19'44"E	34.60
L8	S56° 17'28"E	12.06
L9	S56° 17'28"E	0.84
L10	N26° 5'42"E	9.24



- NOTES
1. THIS PLAT MEETS THE MINIMUM PLAT STANDARDS OF THE VA DPOR APELSCIDLA REGULATIONS.
 2. THIS COMPILED PLAT WAS PREPARED TO SHOW THE ACQUISITIONS NOTED, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY HEREON.
 3. ALL THE PROPERTIES PHYSICAL IMPROVEMENTS ARE NOT SHOWN.
 4. ACQUISITIONS SHOWN ARE BASED ON FILES PROVIDED BY MCCORMICK TAYLOR, RECEIVED ON 1/26/15 AND 3/11/15.
 5. THIS COMPILED PLAT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT SHOW ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY HEREON.
 6. NO DESIGNATION OR LOCATION OF SUBSURFACE UTILITIES WAS PERFORMED DURING THE PREPARATION OF THIS PLAT.
 7. MERIDIAN SOURCE:
VA STATE PLANE, SOUTH ZONE, GRID NORTH
 8. PROPERTY ACRES, IF PROVIDED, ARE BASED ON INFORMATION PROVIDED BY THE CITY OF CHARLOTTEVILLE TAX ASSESSOR'S OFFICE, AND MAY NOT AGREE WITH COMPUTED AREAS OR RECORDED DEEDS.

Exhibit C



SEE NOTE 7

LEGEND

- AREA OF PROPOSED ROADWAY EASEMENT
- - - AREA OF PROPOSED CONSTRUCTION EASEMENT
- |— PROPERTY LINE
- |— EXISTING RIGHT OF WAY

PROJECT NO. U000-104-119, RW-201

PLAT SHOWING PROPOSED EASEMENTS ON THE PROPERTY OF
UNITED STATES OF AMERICA
 U.S. POSTAL SERVICE
 CITY OF CHARLOTTESVILLE, VIRGINIA

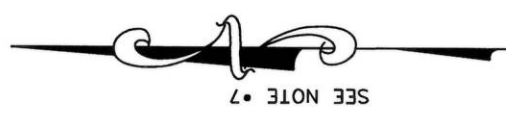
PREPARED BY: **nxd** Engineers, Surveyors
 Construction Managers
 1114 east cary street, suite 200
 richmond, virginia 23219
 (804) 644-4600

FILE NAME	SCALE	DATE	UPC NO.	SHEET
010-41C002000	1"=40'	APRIL 3, 2015	60233	2 of 3
REVISION:				DATE:

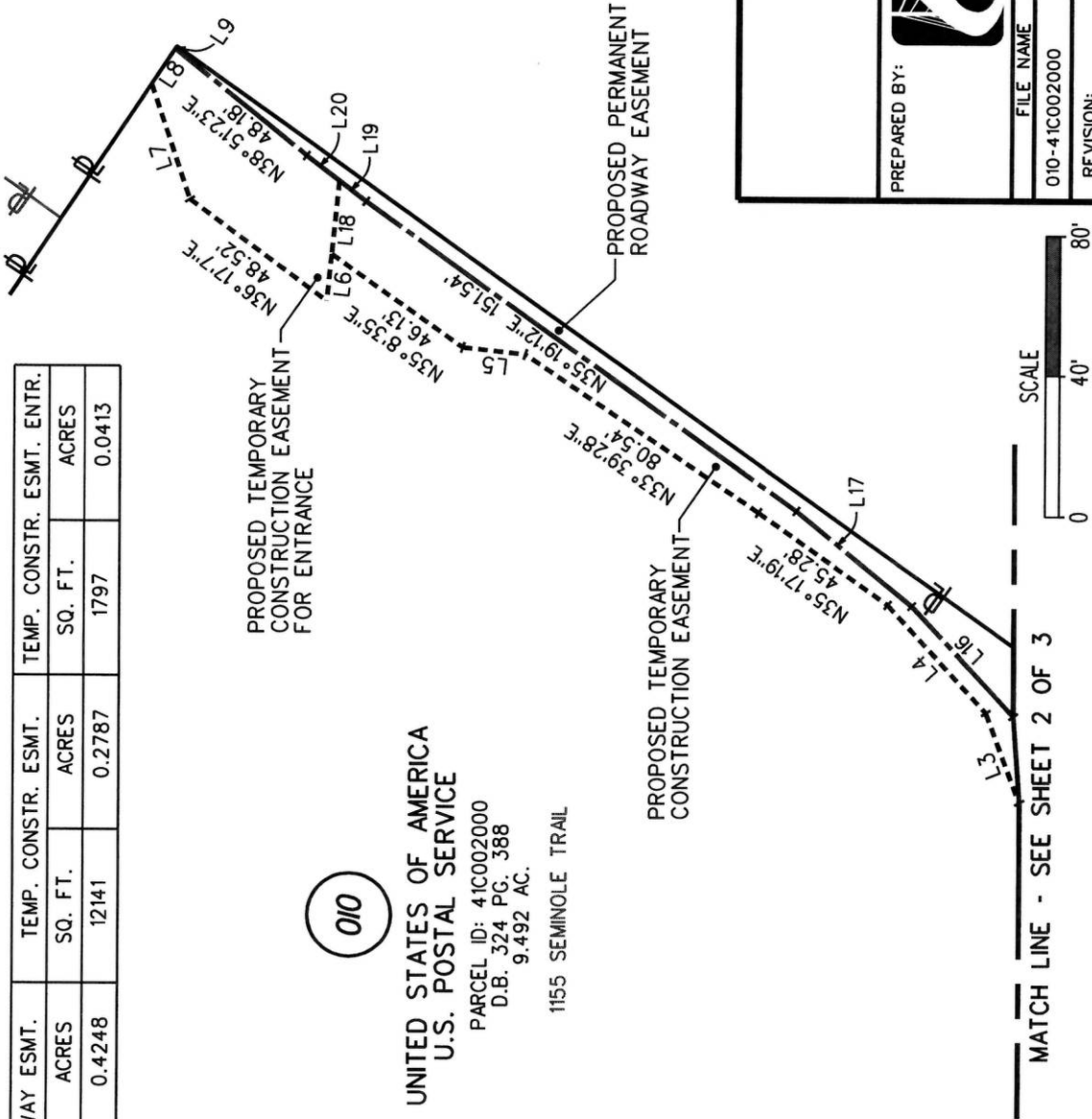


Exhibit C

EX. 20' SANITARY
SEWER EASEMENT
D.B. 335 PG. 440



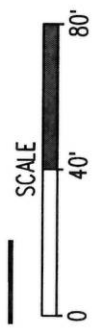
PEPSI-COLA BOTTLING
CO-CENTRAL VA
PARCEL ID: 41C003000
D.B. 430 PG. 82
14.820 AC.
1150 PEPSI PLACE



PERM. ROADWAY ESMT.		TEMP. CONSTR. ESMT.		TEMP. CONSTR. ESMT. ENTR.	
SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES
18504	0.4248	12141	0.2787	1797	0.0413

010

UNITED STATES OF AMERICA
U.S. POSTAL SERVICE
PARCEL ID: 41C002000
D.B. 324 PG. 388
9.492 AC.
1155 SEMINOLE TRAIL



MATCH LINE - SEE SHEET 2 OF 3

PROJECT NO. U000-104-119, RW-201

PLAT SHOWING PROPOSED EASEMENTS
ON THE PROPERTY OF
UNITED STATES OF AMERICA
U.S. POSTAL SERVICE
CITY OF CHARLOTTEVILLE, VIRGINIA

PREPARED BY: **ncd** Engineers, Surveyors
Construction Managers
114 east cary street, suite 200
richmond, virginia 23219
(804) 644-4600

FILE NAME	SCALE	DATE	UPC NO.	SHEET
010-41C002000	1"=40'	APRIL 3, 2015	60233	3 of 3

REVISION: _____ DATE: _____

NXL 1310021L

EXHIBIT D EASEMENT CONSTRUCTION RIDER

This Rider is to the foregoing Temporary Construction Easement (TCE) Agreement. If there is any inconsistency between the terms of this Rider and the terms of the TCE Agreement, the terms of this Rider shall prevail.

1. The Construction Activities shall be performed by Grantee in accordance with standard industry practice and Final Plans as referenced below. Grantee shall be responsible for design, construction and all costs related thereto of the Construction Activities. Grantee shall also provide construction oversight during the period of performance of the Construction Activities to ensure that the Construction Activities are completed in compliance with the terms of this Easement Construction Rider (“Construction Rider” and “Rider.”)

2. Specifically with regard to the replacement of any trees damaged in the course of completion of the Construction Activities, Grantee shall replace any such damaged tree(s) which fail to thrive during first 18 months after expiration of the TCE. Grantee shall replace such damaged trees with trees of the same type of the damaged trees. Further, Grantee shall be responsible for the health of the replacement trees for one year after they are planted.

3. Final Plans. Within four (4) months of execution of the TCE Agreement, Grantee shall provide USPS with final plans, drawings, specifications and details showing the 100% design and a construction schedule, of the Project with specific impacts to the Grantor’s Parcel and including storm water flow calculations used to determine pipe dimensions and grading plans (“Final Plans”), and incorporating mitigation measures to accommodate and maintain continuous operation by USPS at the facility, for approval by USPS. The construction schedule shall provide that performance of the Construction Activities shall be completed by April 30, 2018, unless otherwise modified or extended in writing by both parties. In the event USPS requires reasonable changes to any or all the Final Plans, Grantee shall incorporate such changes. If the Grantee changes the Final Plans specific to the Grantor’s Parcel, Grantor will provide review comments within two weeks. Final Plans and changes to Final Plans will be deemed approved if comments from Grantor are not received within two weeks. Approval by Grantor will not be unreasonably withheld and either party can request an extension with good cause.

3. Notice to Proceed. The Grantor’s approval of the Final Plans will constitute notice to the Grantee to proceed with the work.

4. Construction Schedule. Once Grantee receives approval of Final Plans, Grantee shall proceed with construction in accordance with the construction schedule. Unless otherwise provided in this Construction Rider, said Construction Activities, shall be completed to the reasonable satisfaction of the USPS no later than April 30, 2018, unless otherwise modified or extended in writing by both parties.

Exhibit D (continued)

5. Bonds. Grantee shall require that its contractor to post a Performance Bond and Payment Bond (“Bonds”) in a minimum of \$1,000,000, and that Grantee shall submit to USPS copies of such bonds at least thirty (30) days before construction begins. No work or services under this Agreement may be commenced until required bonds have been furnished and the Grantee has received written notice from the Contracting Officer or his or her designee that the bond is acceptable. In the event Grantee fails or refuses to provide the Bond as defined herein, the TCE shall terminate at no cost to the USPS.

6. Termination for Default

a. If Grantee refuses or fails to begin construction within the timeframes and provisions specified by this Construction Rider, or to prosecute the work with such diligence as will ensure its completion within the time specified in this Construction Rider, or any extension thereof, or fails to complete said work within such time, unless extended, Grantee shall be in default.

b. In the event of Grantee’s default, USPS shall provide written notice of the default to Grantee. USPS shall include details as to the facts and circumstances constituting Grantee’s default.

c. Upon receipt of the written notice indicated in **Section 7(b)** Grantee shall have 14 days to cure such default provided, however, that if upon receipt of the notice of default Grantee promptly and diligently works to cure the default, Grantee may request an additional reasonable amount of time to cure if, given the nature and extent of the default, the cure cannot be accomplished in the first 14 days, approval of which Grantor shall not unreasonably withhold.

d. If Grantee fails to cure such default, USPS may terminate the TCE for default. Upon such termination for default, USPS may complete the Construction Activities and recover all of its costs from the Grantee.

e. Grantee’s right to proceed shall **not** be so terminated nor Grantee charged with resulting damage if:

i. The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of Grantee, including but not restricted to acts of God, acts of the public enemy, acts of Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the USPS, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both Grantee and such subcontractors or suppliers, (inability to comply with state, city, or local construction or zoning

Exhibit D (continued)

laws or ordinances, or with restrictive covenants, shall not be regarded as an unforeseeable cause); and

ii. Grantee notifies the Grantor's Contracting Officer (or their designated representative) in writing of the causes of delay within 5 days of the beginning of such delay.

f. In the event of a dispute regarding paragraph 7, Grantee shall submit to the Grantor's Contracting Officer evidence in support of Grantee's position.

g. Upon receipt of the documentation referenced in paragraph f above, the Grantor's Contracting Officer (or their designated representative) in his/her reasonable discretion agrees to ascertain the facts and issue the Grantor's Contracting Officer final decision in the event the default is conclusive on the Parties that is subject to appeal as provided in the clause of this contract entitled "Claims and Disputes" and the Contract Disputes Act, 41 U.S.C. §7101, et. seq. (the "CDA").

h. Pending final decision on an extension of time hereunder, the Licensee must proceed diligently with the performance of this Construction Rider and in accordance with the Grantor's Contracting Officer (or their designated representative)'s decision. Inability to comply with state, city, or local construction or zoning laws or ordinances, or with restrictive covenants, shall not be regarded as an unforeseeable cause.

i. The rights and remedies of the USPS provided in this clause are in addition to any other rights and remedies which may be available to the USPS by law or under this Temporary Construction Easement.

7. Inspection

a. Grantee must, without charge to USPS, replace any material, correct any workmanship or supply omitted work found by the USPS not to comply with the approved Final Plans, unless in its interest, the USPS consents to accept such material or workmanship or omitted work.

b. The Construction Activities must be accessible at reasonable times and upon reasonable notice for inspection by the authorized representative of the Grantor's Contracting Officer to determine whether contractual requirements are being met during construction and/or acceptance inspection of construction of the facility. Failure of the USPS to identify deficient work or materials shall not shift the responsibility for correction of such deficient work or materials to the USPS.

c. If the Grantee does not replace rejected material, correct rejected workmanship, or supply omitted work after it is given a reasonable time to comply, then in addition to any other remedies

Exhibit D (continued)

available to it, the USPS have the right to perform such work as required by the Final Plans and shall further have the right to recover its costs from the Grantee.

d. In the absence of a specific agreement, time allowed for completion of any work required under the provisions of this paragraph is limited to sixty (60) days, unless extended by both parties.

8. Safety. Grantee must take proper safety and health precautions to protect the work, the workers, the public and the property of others. Grantee is responsible also for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction that may have been accepted.

9. Site Conditions. Grantee must examine the Grantee Property and be thoroughly acquainted with conditions thereon. The Grantee will be responsible for site conditions including but not limited to subsurface or latent physical conditions or unknown physical conditions.

10. Safety and Health Standards

a. Materials, supplies, articles, or equipment manufactured or furnished under this contract or order must conform to the Occupational Safety and Health Standards (29 CFR 1910) pursuant to authority in the OSHA, and to other safety and health requirements specified in this Construction Rider or order.

b. If no OSHA standard exists, federal or other nationally recognized standards apply. Copies of current OSHA Standards are available from regional and/or area offices of the U. S. Department of Labor, Occupational Safety and Health Administration.

c. If this Construction Rider or order contains a USPS standard and an OSHA standard covering the same general area of applicability, the USPS standard governs and takes precedence, unless the OSHA standard contains more rigorous or stringent safety requirements, in which case the OSHA standard governs and takes precedence.

11. Omissions and Defects. Grantee must complete or correct the omissions or defects from the contract requirements and approved construction plans by the completion date established in **Section 4** herein or extension thereof. If the Grantee fails to complete or correct such omissions or defects, the USPS have the right to perform such work as required by the Final Plans and shall further have the right to recover its costs from the Grantee.

12. Convict Labor. In connection with the work under this contract, the Grantee agrees not to employ any person undergoing sentence of imprisonment, except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c) (2)) and Executive Order 11755, December 29, 1973.

Exhibit D (continued)

13. Warranty (Construction)

a. If within five (5) years of termination of the temporary construction easement, the USPS finds that warranted work for the Improvements on USPS property needs to be repaired or changed because materials, equipment, or workmanship were inferior, defective, or not in accordance with the Construction Rider, USPS shall notify Grantee of such in writing.

b. Upon receipt of such notice, Grantee shall promptly and without expense to the USPS:

i. Place in a satisfactory condition all of the warranted work;

ii. Satisfactorily correct all damage to equipment, the site, the building, or its contents that is the result of such unsatisfactory work; and

iii. Satisfactorily correct any work, materials, or equipment disturbed in fulfilling the warranty.

c. Should the Grantee fail to proceed promptly in accordance with the warranty, the USPS may have the work performed and recover the cost thereof from the Grantee.

d. This Paragraph 13 shall survive the expiration or termination of the Easement for Temporary Construction.

14. Design and Approval Requirements

a. Unless otherwise exempted within this Construction Rider, Grantee must employ the services of an architect-engineer, who is licensed to practice in the state in which the facility is located, to prepare for the approval of the USPS, complete specifications and working drawings including architectural, structural, mechanical, electrical and site improvement work for the construction of the facility in accordance with all requirements included in this Construction Rider. All final drawings must bear the appropriate registration seal. All fees or charges required for architect/engineer services, for necessary permits or approvals, for connection charges, or for similar fees incidental to construction of the facility must be at Grantee's sole cost and expense.

b. The minimum requirements established by this Construction Rider must not be construed as lowering the standards established by the local, county, or state laws, ordinances, or regulations. When such local, county or state requirements are more stringent than the minimum requirements set forth in this Construction Rider, the more stringent requirements must govern.

Exhibit D (continued)

c. Approval by the USPS of any drawings and specifications constitutes approval of general arrangement only and is not to be construed as waiving or changing any requirements set forth in this Construction Rider unless a deviation, waiver or other change is specifically identified and approved by the Contracting Officer (or their designated representative).

d. The Grantee must be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., for the project.

e. Unless otherwise specified, no construction activity at the Grantor's Property may be commenced until Grantee has received written notice from the Contracting Officer (or their designated representative) of approval of the Final Plans. . Changes or modifications which may be required during construction shall be approved in writing by the Contracting Officer (or their designated representative) prior to proceeding with such changes, subject to the procedure for approval of changes to the Final Plans set forth in paragraph 3, supra.

15. Changes (Construction). After the Finals Plans have been reviewed and approved in accordance with paragraph 3 herein, the Grantor (or his or her designated representative) may, at any time, without notice to any sureties, by written order designated or indicated to be a change order, make reasonable requests for changes in the work within the general scope of the contract s, including changes:

- a. In the specifications (including drawings and designs);
- b. In the method or manner of performance of the work;

Grantee shall implement such requested changes Grantor can show are critical to Grantor's operation at Grantor's parcel. All other requests will be reviewed and incorporated by Grantee if deemed reasonable with a response to Grantor within two weeks of request. Grantor will provide review comments within two weeks. Changes to Final Plans will be deemed approved if comments from Grantor are not received within two weeks. Approval by Grantor will not be unreasonably withheld and either party can request an extension with good cause. The project on the Grantor's land is a portion of a much larger project, and Grantor agrees that after approval of the Final Plans it will make all reasonable efforts to avoid any requests, or any other actions, that would adversely affect the critical path of the Project.

16. Disputes. Any disputes that arise between Grantee and USPS that arise under this Construction Rider of the Agreement shall be subject to the Contract Disputes Act, 41 U.S.C. §7101, et. sseq. (the "CDA").

RESOLUTION

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that this Council hereby authorizes the City Manager, or his designee, to sign the following documents, in form approved by the City Attorney:

Underground Right-of-Way License Agreement between the City of Charlottesville and the County of Albemarle, as Licensors, and CenturyLink Communications, LLC, as Licensee, for the installation and maintenance of underground fiber optic cable at an agreed upon location in Darden Towe Park for a period of five years.

Underground Right-of-Way License Agreement between the City of Charlottesville, as Licensor, and CenturyLink Communications LLC, as Licensee, for the installation and maintenance of underground fiber optic cable at an agreed upon location in the Meadow Creek golf course for a period of five years.

UNDERGROUND RIGHT-OF-WAY LICENSE

Permission is hereby granted by the **CITY OF CHARLOTTESVILLE** and the **COUNTY OF ALBEMARLE**, political subdivisions of the Commonwealth of Virginia and the joint owners of the property that is subject to this License (hereinafter referred to as "Licensors") to **CENTURYLINK COMMUNICATIONS, LLC**, a limited liability company authorized to transact business in Virginia (hereinafter referred to as "Licensee") to make excavation into the real property owned by Licensors and as described herein, under the terms and conditions set forth in this License.

1. Term:

This License shall be valid for a period of five (5) years beginning January 1, 2016 and ending December 31, 2020, unless this License is terminated as provided herein.

2. Rights Not Exclusive:

Nothing contained in this License shall ever be held or construed to confer upon Licensee, its successors and / or assigns, exclusive rights or privileges of any nature whatsoever.

3. Conditions of Use:

a. Prior to beginning any work on the property subject to this License, Licensee shall submit detailed engineering drawings to the County of Albemarle for approval, and obtain from the County any permits or approvals that may be required by the County or any other governing authority for the installation of a total of 4,500 linear feet of fiber optic cable at the location more specifically described in section 4 herein. Licensee is further required, before beginning any excavation on the property described herein, to contact all applicable utility companies for location of buried cable, water or sewer services or mains, electric lines, gas lines, and the like. All construction allowed under this License shall be accomplished under the supervision and direction of the County Engineer, or such other person as the County of Albemarle may designate. Licensee shall not unnecessarily obstruct or impair traffic upon any street, road or other public way within Albemarle County and shall comply with all of the County's rules and regulations designed to prevent damage to trees and shrubbery that may be caused by its installation hereunder.

b. Upon making an opening in any portion of the property subject to this License for the purpose of laying, constructing, repairing and/or maintaining Licensee's System, Licensee shall, without unnecessary delay, replace and restore the same to its former condition as nearly as possible, and in full compliance with the provisions of the County of Albemarle's policies, rules, regulations and / or ordinances. Licensee shall re-sod disturbed grassed areas and replace all excavated areas to their original or better condition in order to minimize the disruption of public property. Licensee shall, at its

sole cost, repair paving cuts in a good workmanlike manner to specifications outlined by the County.

c. Licensee shall provide safe passageway for pedestrians and vehicles through, in and around the work site areas. Work shall be performed at night, if requested by the County, so as not to impede the regular use of Darden Towe Park. Licensee shall use directional boring in all areas where possible unless otherwise required or approved by the County of Albemarle. Licensee shall meet all local and State requirements for traffic control and notify the County at least 24 hours prior to the commencement of work or the accessing of conduit installed pursuant to this License, except in cases of emergency.

d. Licensee shall not cut or install any ditches or trenches within the root zone of any tree but rather shall bore under the same unless written permission to do otherwise is provided in advance by the County Engineer or his designee.

e. The work authorized by this License shall be the installation, repair, replacement and maintenance of two (2) two-inch (2") conduits containing fiber optic cable, as well as related other facilities and equipment (collectively, the "Facilities"). All such Facilities within Darden Towe Park shall be placed underground.

f. Licensee shall file with the County Engineer true and correct maps or plats of all existing and proposed installations and the types of equipment and facilities installed or constructed, properly identified and described as to the type of equipment and facility by appropriate symbols and marks and which shall include annotations of all public property, public ways, street, road and conduits where the work is to be undertaken. Maps shall be drawn in a scale and in such detail so as to allow proper review and interpretation by the County Engineer, and the same will be filed with the County not less than ten (10) working days before any excavation or installation of said cable or equipment or facilities commences.

g. If, at any time during the term of this Permit, Licensors shall determine, in their sole discretion, that the Facilities of Licensee installed pursuant to this License are in conflict with an intended use of Darden Towe Park by the City or County (and not, for example, to accommodate another private party or utility) and must be relocated, Licensee, upon reasonable notice from Licensors, shall remove, relay and relocate its Facilities at its own expense and within reasonable time schedules established by Licensors, to another location mutually agreeable to Licensors and Licensee. Should Licensee refuse or fail to remove its equipment or plant as provided for herein within 45 days after written notification, Licensors shall have the right to do such work or cause it to be done and the full cost thereof shall be chargeable to the Licensee, or in the alternative, to consider such failure by the Licensee to remove its equipment or plant as abandonment of all ownership rights in said property. Upon relocation, Licensee shall prepare at its own expense and provide to Licensors a revised survey plat that shows the new location of Licensee's wires, cables and equipment.

h. Licensee shall keep Licensors fully informed as to all matters in connection with or affecting the construction, reconstruction, removal, maintenance, operation and repair of Licensee's System installed hereunder. Licensee shall report to Licensors such other information relating to the Licensee as Licensors may reasonably request in writing. Licensee shall respond to such inquiries on a timely basis.

i. Licensee shall install and maintain its wires, cables, fixtures and other equipment in accordance with the requirements of all applicable County codes, ordinances and regulations, and in such a manner that they will not interfere with any existing installations of the County or of a public utility serving the residents of the County of Albemarle or the City of Charlottesville.

4. Permit Specifications; Payment:

a. The right-of-way occupancy permitted under this License shall be approximately 4,500 linear feet of Licensee's System, to be installed in Darden Towe Park in the location shown on the attached survey plat prepared by Thomas B. Lincoln Land Surveyor, Inc., and dated January 6, 2006, revised February 10, 2006, a copy of which is attached to this License as Exhibit A.

b. The granting of this License is conditioned upon the payment by Licensee to Licensors of the annual sum of One Thousand, Six Hundred Eighty and 00/100 Dollars (\$1,680.00), which represents the fee for the use of approximately 4,500 linear feet of property in Albemarle County that is subject to this License. Annual payments shall be due and payable on or before January 10th of each year commencing for the year 2016 and shall be due and payable at a like date each year during the term of the Permit. In the event that Licensee's payments are not timely made, a ten percent (10%) surcharge shall be due and payable to Licensors. All payments by Licensee pursuant to this License shall be made to the County of Albemarle, as agent of the Licensors.

5. Safety Requirements:

a. Licensee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injury to the public or to constitute a nuisance. Licensee shall install such equipment and employ such personnel to maintain its facilities so as to assure efficient service, and shall have the equipment and personnel necessary to make repairs promptly.

b. Licensee shall install and maintain its System in accordance with the requirements of applicable building codes and regulations of the County of Albemarle and the statutes and regulations of appropriate Federal and State agencies, including but not limited to the Federal Communications Commission and the U.S. Army Corps of Engineers, which may now be in effect or enacted, and in such a manner that will not interfere with any installations of the County of Albemarle or the City of Charlottesville

or of any public utility serving residents of the County of Albemarle or the City of Charlottesville.

c. Licensee's System, wherever situated, or located, shall at all times be kept and maintained in a safe operating condition and in good order and repair.

6. Liability and Indemnification:

a. By acceptance of this License, Licensee agrees that it shall indemnify, protect, defend and hold forever harmless the Licensors, their elected officials, officers, agents, representatives and employees, and their successors, legal representatives and assigns, from any and all claims of every kind and nature whatsoever, and from liabilities, losses, costs, judgments, penalties, damages, and expenses, including reasonable attorney's fees and expenses of litigation incurred in the defense of any such claim arising out of or relating to the installation, operation or maintenance by the Licensee of the Licensee's System or the Licensee's failure to perform any of the obligations of this License, including but not limited to claims for injury or death to any person or persons, or damages to any property, as may be incurred by or asserted against Licensors, or either of them, their elected officials, officers, agents, representatives and/or employees, directly or indirectly, by reason of the installation, operation or maintenance by the Licensee of the Licensee's System within the area subject to this License. Licensee shall pay, and by acceptance of this Permit, the Licensee specifically agrees that it will pay all damages and penalties which Licensors, or either of them, may legally be required to pay as a result of installation, operation or maintenance by the Licensee of the Licensee's System or the Licensee's failure to perform any of the obligations of this Permit. These damages or penalties shall include all damages arising from the installation, operation or maintenance of the System authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this Permit, and Licensors shall not be responsible in any manner for any damage to the System and which may be caused by Licensee or other persons regardless of the cause of damage. Notwithstanding the foregoing, Licensee shall not be required to indemnify, protect, defend or hold harmless Licensor(s) for claims arising out of or relating, in whole or in part, to the negligence or willful conduct of either or both Licensor(s).

b. Licensee shall maintain, and by its acceptance of this License, specifically agrees that it will provide throughout the term of the Permit, workers compensation insurance in such amounts of coverage as required by the Commonwealth of Virginia and liability insurance coverage with regard to all damages mentioned in subsection (a) above in the following minimum amounts, whichever is greater:

1. General Liability Insurance- \$1,000,000 per occurrence, \$2,000,000 aggregate limits. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The County of Albemarle and City of Charlottesville are to be included as additional insureds with respect to General Liability coverage.

2. Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles. Minimum coverage of \$1,000,000 combined single limit for each accident. The County of Albemarle and City of Charlottesville are to be included as additional insureds with respect to Auto Liability coverage.

c. Licensee agrees that all insurance contracts providing any of the above-required coverage will be issued by one or more insurance carriers duly authorized to do business in the Commonwealth of Virginia and will contain the following required provisions:

1. Both of the Licensors, their elected officials, officers, agents, employees and representatives shall be included as additional insureds (as the interests of each may appear) as to all applicable coverage:

2. The amount and conditions of said liability and comprehensive insurance may be increased upon sixty (60) days written notice by Licensors should the protection afforded by this insurance be deemed by Licensors to be insufficient for the risk created by this License. At no time, however, will any such increase in the amount of required liability and comprehensive insurance exceed that which is customarily required of other franchises or contractors of services for similar situations of risk.

3. Prior to the commencement of any work pursuant to this License and at least annually thereafter Licensee shall make available to Licensor evidence of such insurance coverage certifying that such coverage is in full force and effect. Evidence of Licensee's insurance is available at www.centurylink.com/moi.

7. Licensors' Rights in License:

a. Licensee shall construct, maintain and operate said System in the locations described in Exhibit A and will at all times comply with all reasonable requirements, regulations, laws and ordinances now in force, and which may hereafter be adopted by the County of Albemarle and be applicable to the construction, repair or maintenance of said system or use of the property subject to this License. Failure of the Licensee to comply with any of the terms of this License or failure to pay the License fees prescribed by this Agreement shall be cause for Licensors to revoke this License. Without limiting the generality of the foregoing, Licensors also reserve the right to terminate and cancel this License and all rights and privileges of the Licensee hereunder in the event that the Licensee: (1) violates any rule, order or determination of Albemarle County made pursuant to this License, except where such violation is without fault or through excusable neglect; (2) becomes insolvent, unable or unwilling to pay its legal debts, or is adjudged a bankrupt; (3) attempts to evade any of the provisions of this License; (4) practices any fraud or deceit upon the Licensors, or either of them or; (5) fails to begin construction of its System within one hundred eighty (180) days from the date this

License is granted and to continue such construction without unreasonable delay or interruption until completed.

b. Licensors' right to revoke this License pursuant to section 7.a. may be exercised only after written notice of default and a thirty (30) day period for Licensee to cure such default except for any act of default involving the payment of money or failing to provide any insurance coverage required hereunder in which event said thirty (30) day period shall be reduced to three (3) business days. The right is hereby reserved to the County of Albemarle to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations of general applications to all similarly situated Licensees as it shall find necessary in the exercise of its police power provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

8. Assignment:

The License granted pursuant to this Agreement shall not be assigned by the Licensee without the prior written consent of the Licensors, which consent may be granted or withheld in Licensors' sole discretion; provided, however, that Licensee may assign this License to a governmental entity without consent of the Licensors, and provided further that the sale or transfer of a controlling interest in Licensee shall not be considered an assignment within the meaning of this paragraph.

9. Notice:

For the purpose of giving notice as provided for in this Permit, the following addresses are provided:

For the Licensee:

CenturyLink Communications, LLC
100 CenturyLink Drive
Monroe, Louisiana 71203
Attention: National ROW

For the Licensors:

Maurice Jones
City Manager
P. O. Box 911
Charlottesville, VA 22902

With a copy to:
S. Craig Brown
City Attorney
P. O. Box 911

Charlottesville, VA 22902

And

Thomas C. Foley
County Executive
401 McIntire Road
Charlottesville, VA 22902

With a copy to:
Larry W. Davis
County Attorney
401 McIntire Road
Charlottesville, VA 22902

Unless and until a different address is provided in writing by Licensee to Licensors, the placing of notices in the United States Mail addressed to the Licensee as set forth above by registered or certified mail, return receipt requested, shall constitute compliance with the provisions of this Section.

10. Miscellaneous:

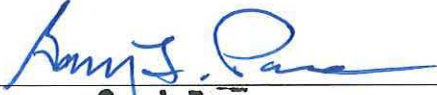
If any section, subsection, sentence, clause, phrase or portion of this Permit is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions hereof. This Permit shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia. All claims, disputes and other matters in question between the Licensee and Licensors, or either of them, arising out of or relating to this Permit, or the breach thereof, shall be decided in a state or federal court in the Commonwealth of Virginia that has subject matter jurisdiction over the claim or dispute. The Licensee, by accepting this Permit, specifically consents to venue in either state or federal court in Virginia and waives any right to contest venue in Virginia.

WHEREFORE, this Permit has been authorized by the City Council of the City of Charlottesville, Virginia in an open meeting on _____, 2016 and by the Board of Supervisors of Albemarle County, Virginia in an open meeting on _____, 2016, and each governing body has authorized the execution of this License by the City Manager and County Executive, respectively, as attested by the Clerk of each governing body, and the Licensee has accepted the terms and conditions of this License as evidenced by its corporate presents which have been executed by and through its authorized officers..

This ____ day of _____, 2016.

Licensee:

CenturyLink Communications, LLC



By: **Gary L. Pace**

Title: **Mgr. National Contract Admin & ROW**

Licensors:

City of Charlottesville

By: Maurice Jones
Title: City Manager

Attest: _____
By: Paige Rice
Title: Clerk of Council

Approved as to form:

By: S. Craig Brown
Title: City Attorney

County of Albemarle

By: Thomas C. Foley
Title: County Executive

Attest: _____
By: Ella W. Carey
Title: Clerk to the Board of Supervisors

Approved as to form:

By: Larry W. Davis
Title: County Attorney

PLAT SHOWING A
 NEW 10' QWEST COMMUNICATIONS LICENSE AREA
 ACROSS TAX MAP 62 PARCEL 23
 ACROSS TAX MAP 78 PARCELS 1 AND 58L
 AND ACROSS THE RIVANNA RIVER
 PROPERTY BELONGING TO THE
 CITY OF CHARLOTTEVILLE AND
 COUNTY OF ALBEMARLE
 ALBEMARLE COUNTY, VIRGINIA
 SCALE: 1" = 300' JANUARY 6, 2006
 REVISED: FEBRUARY 10, 2006



CTMP 48B-1
 CITY OF
 CHARLOTTEVILLE, VA
 D.B. 507 P. 432-435 PLAT
 D.B. 507 P. 427

PEN PARK
 MEADOWCREEK
 GOLF COURSE

CENTERLINE OF 10'
 QWEST COMMUNICATIONS
 LICENSE AREA (SEE PLAT
 BY THIS OFFICE DATED
 JANUARY 6, 2006)

PARCEL B
 PARCEL A

TMP 78-1
 CITY OF CHARLOTTEVILLE AND
 COUNTY OF ALBEMARLE
 D.B. 916 P. 179
 D.B. 281 P. 334 PLAT
 D.B. 280 P. 474 PLAT

CENTERLINE OF NEW
 10' QWEST COMMUNICATIONS
 LICENSE AREA
 46,519.93 S.F.

N08°33'29"E
 682.61'

S85°23'14"E
 16.83'

118.66'

N55°11'02"E
 178.99'

297.85' TOTAL

N33°11'11"W
 624.75'

N08°27'06"W
 472.83'

N05°29'38"E
 753.90'

DARDEN TOWE
 MEMORIAL PARK

TMP 62-23
 CITY OF CHARLOTTEVILLE AND
 THE COUNTY OF ALBEMARLE
 D.B. 1056 P. 80, 83 PLAT
 D.B. 872 P. 1
 D.B. 280 P. 474 PLAT

THOMAS B. LINCOLN LAND SURVEYOR INC.
 632 BERKMAR CIRCLE
 CHARLOTTEVILLE, VIRGINIA 22901
 434-974-1417

TMODEL SERVER1 DATA9\ 105\ 105012802.PRO 105-0128-02

Exhibit "A"

TMP 78-58L
 CITY OF CHARLOTTEVILLE AND
 COUNTY OF ALBEMARLE
 D.B. 1412 P. 692
 D.B. 1284 P. 638
 D.B. 1179 P. 41
 D.B. 1132 P. 343
 D.B. 201 P. 454 PLAT

CENTERLINE OF
 LICENSE AREA LIES
 8' NORTH OF EDGE
 OF PAVEMENT OF
 FREE BRIDGE LANE

R=510.05'
 A=115.40'
 T=57.95'
 C=15.15'
 CB=N40°36'37"E
 DELTA= 12°57'46"

R=456.57'
 A=97.66'
 T=49.02'
 C=97.48'
 CB=N27°52'24"E
 DELTA= 12°15'21"

R=752.36'
 A=94.94'
 T=47.53'
 C=94.87'
 CB=N20°06'46"E
 DELTA= 7°13'47"

U.S. ROUTE 250 RICHMOND ROAD

TMP 78-4B

TMP 78-58G2

TMP 78-58H

FREE BRIDGE LANE
 STATE ROUTE 1421

TMP 78-58

TMP 62-23

ELK DRIVE
 ST. RT. 1421

100' VEP/CO EASEMENT
 D.B. 271 P. 303

RIVANNA RIVER

I HEREBY CERTIFY THAT THIS LICENSE AREA
 PLAT, TO THE BEST OF MY PROFESSIONAL
 KNOWLEDGE AND BELIEF, IS CORRECT AND
 COMPLIES WITH THE MINIMUM PROCEDURES
 AND STANDARDS ESTABLISHED BY THE VIRGINIA
 STATE BOARD OF ARCHITECTS, PROFESSIONAL
 ENGINEERS, LAND SURVEYORS AND CERTIFIED
 LANDSCAPE ARCHITECTS.

UNDERGROUND RIGHT-OF-WAY LICENSE

Meadow Creek Golf Course

Permission is hereby granted by the **CITY OF CHARLOTTESVILLE**, a political subdivision of the Commonwealth of Virginia and the owner of the property that is subject to this License (hereinafter referred to as "Licensor") to **CENTURYLINK COMMUNICATIONS, LLC**, a corporation authorized to transact business in Virginia (hereinafter referred to as "Licensee") to make excavation into the real property owned by Licensor and as described herein, under the terms and conditions set forth in this License.

1. Term:

This License shall be valid for a period of five (5) years beginning January 1, 2016 and ending December 31, 2020 unless this License is terminated as provided herein.

2. Rights Not Exclusive:

Nothing contained in this License shall ever be held or construed to confer upon Licensee, its successors and/or assigns, exclusive rights or privileges of any nature whatsoever.

3. Conditions of Use:

a. Prior to beginning any work on the property subject to this License, Licensee shall submit detailed engineering drawings to the City of Charlottesville for approval, and obtain from the City any permits or approvals that may be required by the City or any other governing authority for the installation of a total of 3,500 linear feet of fiber optic cable at the location more specifically described in section 4 herein. Licensee is further required, before beginning any excavation on the property described herein, to contact all applicable utility companies for location of buried cable, water or sewer services or mains, electric lines, gas lines, and the like. All construction allowed under this License shall be accomplished under the supervision and direction of the City Engineer, or such other person as the City of Charlottesville may designate. Licensee shall not unnecessarily obstruct or impair traffic upon any street, road or other public way within the City of Charlottesville and shall comply with all of the City's rules and regulations designed to prevent damage to trees and shrubbery that may be caused by its installation hereunder.

b. Upon making an opening in any portion of the property subject to this License for the purpose of laying, constructing, repairing and/or maintaining Licensee's System, Licensee shall, without unnecessary delay, replace and restore the same to its former condition as nearly as possible, and in full compliance with the provisions of the City of Charlottesville's policies, rules, regulations and/or ordinances. Licensee shall re-sod disturbed grassed areas and replace all excavated areas to their original or better condition in order to minimize the disruption of public property. Licensee shall, at its sole cost, repair paving cuts in a good workmanlike manner to specifications outlined by the City.

c. Licensee shall provide safe passageway for pedestrians and vehicles through, in and around the work site areas. Work shall be performed at night, if requested by the City, so as not

to impede the regular use of the Meadow Creek golf course. Licensee shall use directional boring in all areas where possible unless otherwise required or approved by the City of Charlottesville. Licensee shall meet all local and State requirements for traffic control and notify the City at least 24 hours prior to the commencement of work or the accessing of conduit installed pursuant to this License, except in cases of emergency.

d. Licensee shall not cut or install any ditches or trenches within the root zone of any tree but rather shall bore under the same unless written permission to do otherwise is provided in advance by the City Engineer or his designee.

e. The work authorized by this License shall be the installation, repair, replacement and maintenance of two (2) two-inch (2") conduits containing fiber optic cable, as well as related other facilities and equipment (collectively, the "Facilities"). All Facilities within the Meadow Creek Golf Course shall be placed underground.

f. Licensee shall file with the City Engineer true and correct maps or plats of all existing and proposed installations and the types of equipment and facilities installed or constructed, properly identified and described as to the type of equipment and facility by appropriate symbols and marks and which shall include annotations of all public property, public ways, street, road and conduits where the work is to be undertaken. Maps shall be drawn in a scale and in such detail so as to allow proper review and interpretation by the City Engineer, and the same will be filed with the City not less than ten (10) working days before any excavation or installation of said cable or equipment or facilities commences.

g. If, at any time during the term of this Permit, Licensor shall determine, in its sole discretion, that the Facilities Licensee installed pursuant to this License are in conflict with an intended use of Meadow Creek Golf Course by the City (and not, for example, to accommodate another private party or utility) and must be relocated, Licensee, upon reasonable notice from Licensor, shall remove, relay and relocate its Facilities at its own expense and within reasonable time schedules established by Licensor, to another location mutually agreeable to Licensor and Licensee. Should Licensee refuse or fail to remove its equipment or plant as provided for herein within 45 days after written notification, Licensor shall have the right to do such work or cause it to be done and the full cost thereof shall be chargeable to the Licensee, or in the alternative, to consider such failure by the Licensee to remove its equipment or plant as abandonment of all ownership rights in said property. Upon relocation, Licensee shall prepare at its own expense and provide to Licensor a revised survey plat that shows the new location of Licensee's wires, cables and equipment.

h. Licensee shall keep Licensor fully informed as to all matters in connection with or affecting the construction, reconstruction, removal, maintenance, operation and repair of Licensee's System installed hereunder. Licensee shall report to Licensor such other information relating to the Licensee as Licensor may reasonably request in writing. Licensee shall respond to such inquiries on a timely basis.

i. Licensee shall install and maintain its wires, cables, fixtures and other equipment in accordance with the requirements of all applicable City codes, ordinances and regulations, and in such a manner that they will not interfere with any existing installations of the City or of a

public utility serving the residents of the County of Albemarle or the City of Charlottesville.

4. Permit Specifications; Payment:

a. The right-of-way occupancy permitted under this License shall be approximately 3,500 linear feet of Licensee's System, to be installed in the Meadow Creek golf course in the location shown on the attached survey plat prepared by Thomas B. Lincoln Land Surveyor, Inc., dated January 12, 2006, revised February 10, 2006, a copy of which is attached to this License as Exhibit A.

b. The granting of this License is conditioned upon the payment by Licensee to Licensor of the annual sum of Six Thousand, Nine Hundred Forty and 00/100 Dollars (\$6,940.00), which represents the fee for the use of approximately 3,500 linear feet of property in the City of Charlottesville that is subject to this License. Annual payments shall be due and payable on or before January 10th of each year commencing for the year 2016 and shall be due and payable at a like date each year during the term of the Permit. In the event that Licensee's payments are not timely made, a ten percent (10%) surcharge shall be due and payable to Licensor. All payments by Licensee pursuant to this License shall be made to the City of Charlottesville.

5. Safety Requirements:

a. Licensee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injury to the public or to constitute a nuisance. Licensee shall install such equipment and employ such personnel to maintain its facilities so as to assure efficient service, and shall have the equipment and personnel necessary to make repairs promptly.

b. Licensee shall install and maintain its System in accordance with the requirements of applicable building codes and regulations of the City of Charlottesville and the statutes and regulations of appropriate Federal and State agencies, including but not limited to the Federal Communications Commission and the U.S. Army Corps of Engineers, which may now be in effect or enacted, and in such a manner that will not interfere with any installations of the City of Charlottesville or of any public utility serving residents of the County of Albemarle or the City of Charlottesville.

c. Licensee's System, wherever situated, or located, shall at all times be kept and maintained in a safe operating condition and in good order and repair.

6. Liability and Indemnification:

a. By acceptance of this License, Licensee agrees that it shall indemnify, protect, defend and hold forever harmless the Licensor, its elected officials, officers, agents, representatives and employees, and their successors, legal representatives and assigns, from any and all claims of every kind and nature whatsoever, and from liabilities, losses, costs, judgments, penalties, damages, and expenses, including reasonable attorney's fees and expenses of litigation incurred in the defense of any such claim arising out of or relating to the installation, operation or maintenance by the Licensee of the Licensee's System or the Licensee's failure to perform

any of the obligations of this License, including but not limited to claims for injury or death to any person or persons, or damages to any property, as may be incurred by or asserted against Licensor, or its elected officials, officers, agents, representatives and/or employees, directly or indirectly, by reason of the installation, operation or maintenance by the Licensee of the Licensee's System within the area subject to this License. Licensee shall pay, and by acceptance of this Permit, the Licensee specifically agrees that it will pay all damages and penalties which Licensor may legally be required to pay as a result of installation, operation or maintenance by the Licensee of the Licensee's System or the Licensee's failure to perform any of the obligations of this Permit. These damages or penalties shall include all damages arising from the installation, operation or maintenance of the System authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this Permit, and Licensor shall not be responsible in any manner for any damage to the System and which may be caused by Licensee or other persons regardless of the cause of damage. Notwithstanding the foregoing, Licensee shall not be required to indemnify, protect, defend or hold harmless Licensor for claims arising out of or relating, in whole or in part, to the negligence or willful conduct of Licensor.

b. Licensee shall maintain, and by its acceptance of this License, specifically agrees that it will provide throughout the term of the Permit, workers compensation insurance in such amounts of coverage as required by the Commonwealth of Virginia and liability insurance coverage with regard to all damages mentioned in subsection (a) above in the following minimum amounts, whichever is greater:

1. General Liability Insurance - \$1,000,000 per occurrence; \$2,000,000 aggregate limits. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville is to be included as additional insured with respect to General Liability coverage
2. Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles. Minimum coverage of \$1,000,000 combined single limit for each accident. The City of Charlottesville is to be included as additional insured with respect to Auto Liability coverage.

c. Licensee agrees that all insurance contracts providing any of the above-required coverage will be issued by one or more insurance carriers duly authorized to do business in the Commonwealth of Virginia and will contain the following required provisions:

1. The Licensor, its elected officials, officers, agents, employees and representatives shall be included as additional insureds (as the interests of each may appear) as to all applicable coverage.
2. The amount and conditions of said liability and comprehensive insurance may be increased upon sixty (60) days written notice by Licensor should the protection afforded by this insurance be deemed by Licensor to be insufficient for the risk created by this License. At no time, however, will any such increase in the amount of required liability and comprehensive insurance exceed that which is customarily required of other franchises or contractors of services for similar situations of risk.

3. Prior to the commencement of any work pursuant to this License and at least annually thereafter Licensee shall make available to Licensor evidence of such insurance coverage certifying that such coverage is in full force and effect. Evidence of Licensee's insurance is available at www.centurylink.com/moi.

7. Licensor's Rights in License:

a. Licensee shall construct, maintain and operate said System in the locations described in Exhibit A and will at all times comply with all reasonable requirements, regulations, laws and ordinances now in force, and which may hereafter be adopted by the City of Charlottesville and be applicable to the construction, repair or maintenance of said system or use of the property subject to this License. Failure of the Licensee to comply with any of the terms of this License or failure to pay the License fees prescribed by this Agreement shall be cause for Licensor to revoke this License. Without limiting the generality of the foregoing, Licensor also reserves the right to terminate and cancel this License and all rights and privileges of the Licensee hereunder in the event that the Licensee: (1) violates any rule, order or determination of the City of Charlottesville made pursuant to this License, except where such violation is without fault or through excusable neglect; (2) becomes insolvent, unable or unwilling to pay its legal debts, or is adjudged a bankrupt; (3) attempts to evade any of the provisions of this License; (4) practices any fraud or deceit upon the Licensor, or either of them or; (5) fails to begin construction of its System within one hundred eighty (180) days from the date this License is granted and to continue such construction without unreasonable delay or interruption until completed.

b. Licensor's right to revoke this License pursuant to section 7.a may be exercised only after written notice of default and a thirty (30) day period for Licensee to cure such default except for any act of default involving the payment of money or failing to provide any insurance coverage required hereunder in which event said thirty (30) day period shall be reduced to three (3) business days. The right is hereby reserved to the City of Charlottesville to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations of general applications to all similarly situated Licensees as it shall find necessary in the exercise of its police power provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

8. Assignment:

The License granted pursuant to this Agreement shall not be assigned by the Licensee without the prior written consent of the Licensor, which consent may be granted or withheld in Licensor's sole discretion; provided, however, that Licensee may assign this License to a governmental entity without consent of the Licensor, and provided further that the sale or transfer of a controlling interest in Licensee shall not be considered an assignment within the meaning of this paragraph.

9. Notice:

For the purpose of giving notice as provided for in this Permit, the following addresses are provided:

For the Licensee:

CenturyLink Communications, LLC
100 CenturyLink Drive
Monroe, LA 71203
Attention: Gary Pace

For the Licensor:

Maurice Jones
City Manager
P. O. Box 911
Charlottesville, VA 22902

With a copy to:
S. Craig Brown
City Attorney
P. O. Box 911
Charlottesville, VA 22902

Unless and until a different address is provided in writing by Licensee to Licensor, the placing of notices in the United States Mail addressed to the Licensee as set forth above by registered or certified mail, return receipt requested, shall constitute compliance with the provisions of this Section.

10. Miscellaneous:

If any section, subsection, sentence, clause, phrase or portion of this Permit is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions hereof. This Permit shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia. All claims, disputes and other matters in question between the Licensee and Licensor, or either of them, arising out of or relating to this Permit, or the breach thereof, shall be decided in a state or federal court in the Commonwealth of Virginia that has subject matter jurisdiction over the claim or dispute. The Licensee, by accepting this Permit, specifically consents to venue in either state or federal court in Virginia and waives any right to contest venue in Virginia.

WHEREFORE, this Permit has been authorized by the City Council of the City of Charlottesville, Virginia in an open meeting on _____, 2016, and the governing body has authorized the execution of this License by the City Manager, as attested by the Clerk of the governing body, and the Licensee has accepted the terms and conditions of this License as evidenced by its corporate presents which have been executed by and

through its authorized officers.

This _____ day of _____, 2016.

Licensee: CenturyLink Communications, LLC

By: Gary L. Pace 
Mgr. National Contract Admin & ROW

Title: _____

Licensor: City of Charlottesville, Virginia

By: _____
Maurice Jones, City Manager

Approved as to Form:

Andrew A. Gore, Asst. City Attorney

Attest:

Paige Rice, Clerk of Council

Legal Description FOR 10' QWEST COMMUNICATIONS LICENSE AREA ON
TMP 48B-1.

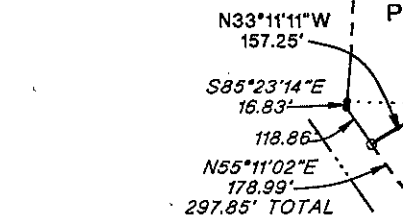
Commencing at the Point of Beginning situated on the property line of Parcel A being located on the northern bank of the Rivanna River South 85°23'14" East 16.83 feet and thence North 55°11'02" East 118.86 feet from the common corner of Parcels A and B; thence along the centerline of a 10 foot license area North 33°11'11" West, a distance of 157.25 feet; thence North 51°26'06" East, a distance of 547.23 feet; thence North 46°12'47" East, a distance of 341.25 feet; thence North 23°09'26" East, a distance of 436.23 feet; thence North 01°48'00" East, a distance of 346.05 feet; thence North 00°45'41" East, a distance of 310.23 feet; thence North 02°15'39" East, a distance of 26.12 feet; thence North 13°39'12" West, a distance of 9.42 feet; thence North 13°46'39" West, a distance of 52.34 feet; thence North 13°46'43" West, a distance of 158.74 feet; thence North 13°47'04" West, a distance of 135.48 feet; thence North 13°46'11" West, a distance of 139.53 feet; thence North 13°50'26" West, a distance of 129.88 feet; thence North 18°23'16" West, a distance of 60.24 feet; thence North 24°18'47" West, a distance of 49.11 feet; thence North 29°42'54" West, a distance of 57.18 feet; thence North 36°37'58" West, a distance of 74.82 feet; thence North 39°56'22" West, a distance of 54.98 feet; thence North 42°54'27" West, a distance of 82.51 feet; thence North 48°52'04" West, a distance of 43.98 feet; thence North 55°52'10" West, a distance of 87.27 feet; thence North 62°57'30" West, a distance of 50.07 feet; thence North 66°28'55" West, a distance of 143.51 feet; thence North 66°35'21" West, a distance of 64.82 feet; thence North 64°49'39" West, a distance of 15.85 feet; thence North 62°45'19" West, a distance of 15.71 feet; thence North 61°17'17" West, a distance of 0.62 feet to the ending point on the eastern margin of State Route 768 (Pen Park Road) right-of-way being the End of State Maintenance and being South 29°30'24" West 53.05 feet from a monument found on the margin of State Route 768 right-of-way, containing 35,904.40 square feet, more or less.

**PLAT SHOWING A
NEW 10' QWEST COMMUNICATIONS LICENSE AREA
ACROSS TAX MAP 48B PARCEL 1
PROPERTY BELONGING TO THE
CITY OF CHARLOTTESVILLE
CHARLOTTESVILLE, VIRGINIA**
SCALE: 1" = 400' JANUARY 6, 2006
REVISED: JANUARY 12, 2006
REVISED: FEBRUARY 10, 2006

VASP GRID NORTH
SOUTH ZONE NAD '83

LEGEND:

MF = MONUMENT FOUND



**COURSE DATA ALONG CENTERLINE
OF LICENSE AREA FROM POINT "A"
TO POINT "B":**

N02°15'39"E	26.12'
N13°39'12"W	9.42'
N13°46'39"W	52.34'
N13°46'43"W	158.74'
N13°47'04"W	135.48'
N13°46'11"W	139.53'
N13°50'26"W	129.88'
N18°23'16"W	60.24'
N24°18'47"W	49.11'
N29°42'54"W	57.18'
N36°37'58"W	74.82'
N39°56'22"W	54.98'
N42°54'27"W	82.51'
N48°52'04"W	43.98'
N55°52'10"W	87.27'
N62°57'30"W	50.07'
N66°28'55"W	143.51'
N66°35'21"W	64.82'
N64°49'39"W	15.85'
N62°45'19"W	15.71'
N61°17'17"W	0.62'

PARCEL B

PEN PARK
MEADOWCREEK GOLF COURSE

**TMP 48B-1
PARCEL A**

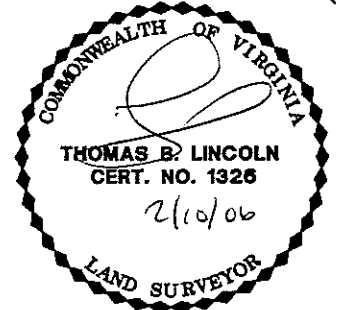
CITY OF CHARLOTTESVILLE, VA
D.B. 507 P. 432-435 PLAT
D.B. 507 P. 427

**NEW 10' QWEST
COMMUNICATIONS
LICENSE AREA**

35,904.40 S.F.

CENTERLINE OF LICENSE
AREA LIES 7' SOUTH OF
BACK OF CURB FROM
POINT "A" TO
POINT "B"

END STATE
MAINTENANCE
POINT
"B"



I HEREBY CERTIFY THAT THIS LICENSE AREA
PLAT, TO THE BEST OF MY PROFESSIONAL
KNOWLEDGE AND BELIEF, IS CORRECT AND
COMPLIES WITH THE MINIMUM PROCEDURES
AND STANDARDS ESTABLISHED BY THE VIRGINIA
STATE BOARD OF ARCHITECTS, PROFESSIONAL
ENGINEERS, LAND SURVEYORS AND CERTIFIED
LANDSCAPE ARCHITECTS. I ALSO CERTIFY THAT
THE BOUNDARY SHOWN HEREON IS BASED ON
A CURRENT FIELD SURVEY.

PARCEL A
CITY OF CHARLOTTESVILLE, VA
D.B. 507 P. 432-435 PLAT
D.B. 507 P. 427

**THOMAS B. LINCOLN LAND SURVEYOR INC.
632 BERKMAR CIRCLE
CHARLOTTESVILLE, VIRGINIA 22901
434-974-1417**

TMODEL SERVER1 DATA9\ 105\ 105012801TMP48B-1.PRO 105-0128-01

ORDINANCE

TO REPEAL THE PROVISIONS OF SECTIONS 34-541(4) (West Main North Corridor) AND 34-541(5) (West Main South Corridor) OF ARTICLE VI (Mixed Use Corridor Districts) OF CHAPTER 34 (ZONING), and

TO REPEAL THE PROVISIONS OF SECTIONS 34-617 THROUGH 34-622 OF ARTICLE VI, DIVISION 5 (Regulations—West Main Street North Corridor (“WMN”), and SECTIONS 34-637 THROUGH 34-642 OF ARTICLE VI, DIVISION 6 (Regulations—West Main Street South Corridor (“WMS”)), OF CHAPTER 34 (ZONING), and

TO AMEND AND RE-ENACT CERTAIN SECTIONS, AND ADD NEW SECTIONS IN ORDER TO ESTABLISH ZONING REGULATIONS FOR TWO NEW ZONING DISTRICTS, TO BE KNOWN AS THE WEST MAIN WEST (“WMW”) AND WEST MAIN EAST (“WME”) CORRIDOR DISTRICTS, and TO AMEND THE ZONING MAP REFERENCED IN 34-1(1), and

TO AMEND AND RE-ENACT SECTIONS 34-796 (Use Matrix—Mixed use corridor districts), 34-1101 (Appurtenances) and 34-1200 (Definitions) OF CHAPTER 34 (ZONING), and

TO ADD A NEW SECTION 34-882 (Bicycle Parking for WME and WMW zoning districts) IN ARTICLE VIII (Required Improvements), DIVISION 3 (Off-Street Parking and Loading) OF CHAPTER 34 (ZONING).

WHEREAS, by motion, the Charlottesville City Planning Commission initiated ZT15-00007, proposing consideration of certain zoning text amendments as well as the amendment of the City’s official zoning map, in order to repeal the existing mixed use zoning district classifications referred to as “West Main North Corridor” (WMN) and “West Main South Corridor” (WMS), and the zoning text regulations for those districts, and to establish in their place two new zoning district classifications, “West Main West Corridor” (WMW) and “West Main East Corridor” (WME), along with zoning regulations for the new districts and a zoning map amendment reclassifying certain parcels of land from the WMN and WMS districts to the new WMW and WME districts, as shown on a map dated July 28, 2015 (collectively, the zoning text and zoning map amendments constitute the “Proposed Rezoning”); and

WHEREAS, the Planning Commission’s motion stated that the Proposed Rezoning is required by the public necessity, convenience, general welfare or good zoning practice; and,

WHEREAS, (i) notice of a public hearing of the Proposed Rezoning, to be conducted jointly by the Planning Commission and City Council on February 9, 2016, was advertised in accordance with Va. Code Sec. 15.2-2204, (ii) notice of the Proposed Rezoning was given to property owners in accordance with Va. Code Sec. 15.2-2204, and (iii) a joint public hearing on

the Proposed Rezoning was held before the Planning Commission and City Council on February 9, 2016; and

WHEREAS, the Planning Commission and City Council also conducted two other joint public hearings on the Proposed Rezoning, each held after advertised public notice and notice to affected property owners, on October 13, 2015 and December 8, 2015, respectively; and

WHEREAS, on February 9, 2016 the Planning Commission adopted a resolution, recommending that City Council should adopt the Proposed Rezoning, with several modifications; and

WHEREAS, this Council finds and determines that the public necessity, convenience, general welfare or good zoning practice requires the Proposed Rezoning; that the Proposed Rezoning is reasonable; and that the Proposed Rezoning is consistent with the Comprehensive Plan; and

WHEREAS, this Council also finds and determines that the Proposed Rezoning will accomplish the objectives of Virginia Code § 15.2-2200, and has been designed to give reasonable consideration to each of the following purposes: to provide for adequate light, air, convenience of access; to facilitate the creation of an attractive, convenient and harmonious community; to protect against destruction of or encroachment upon historic areas; to protect against overcrowding of land, undue density of population in relation to community facilities existing or available; obstruction of light and air; danger and congestion in travel and transportation; to provide for the preservation of land areas of significance for the protection of the natural environment; and

WHEREAS, this Council has reviewed the Planning Commission's recommendations, all of the staff materials and public comments offered by citizens in connection with the Proposed Rezoning; and has determined that the proposed zoning text and zoning map amendments have been drawn and applied with reasonable consideration for the matters set forth within Virginia Code § 15.2-2284, including the existing use and character of property, the comprehensive plan, the suitability of property for various uses, the trends of growth or change, the current and future requirements of the community as to land for various purposes, the transportation requirements of the community, the requirements for public services, the conservation of natural resources, the conservation of properties and their values and the encouragement of the most appropriate use of land throughout the city, and other matters set forth within Virginia Code § 15.2-2284; NOW, THEREFORE,

BE IT ORDAINED by the Council of the City of Charlottesville that Chapter 34 (Zoning) is hereby amended and re-ordained, as follows:

1. Effective as of the date of adoption of this ordinance, the zoning district map referenced in Sec. 34-1(1) is hereby amended and readopted, to reflect amendments changing the zoning district classifications of each of the parcels of land in the West Main Street Corridor from their existing West Main North (“WMN”) and West Main South (“WMS”) classifications, to new classifications of West Main West Corridor (“WMW”) and West Main East Corridor (“WME”), and Council finds each change in classification to be reasonable and appropriate, as follows:

- i. The property having an address of 100 Ridge Street, identified on City Tax Map 28 as Parcel 93, and currently zoned “West Main South Corridor”, shall be classified as “Water Street Corridor (WSD)”;
- ii. The property addressed as 810-820 West Main Street, identified on City Tax Map 30 as Parcel 2, and currently zoned “West Main South Corridor”, shall be classified as “WME”;
- iii. The property identified on City Tax Map 30 as Parcel 2.A, and currently zoned “West Main South Corridor,” shall be classified as “WME”;
- iv. All other parcels currently zoned WMN or WMS (identified within the list of affected parcels prepared by staff in connection with ZT15-00007, and on the Zoning Map referenced within City Code Sec. 34-1(1)), shall be classified as “WMW” or “WME” in accordance with the proposed amended Zoning Map dated July 28, 2015.

2. Article VI (Mixed Use Corridor Districts), Sections 34-541(4) and 34-541(5) are hereby repealed, and the following provisions are enacted in their place:

Sec. 34-541. Mixed use districts—Intent and description.

...

(4) West Main West Corridor. The land use and lots on West Main Street west of the railroad bridge are generally larger in size than those east of the bridge. The West Main West district (“WMW”) is established to provide the opportunity for large-scale redevelopment that may alter established patterns of commercial and residential development along West Main Street and that will respect the character of neighborhoods in close proximity. Within this district, the purpose of zoning regulations is to facilitate redevelopment while at the same time creating a walkable, mixed use “main street” setting that encourages vibrant pedestrian activity. The following streets shall have the designations indicated:

- a. Where only one street abuts a lot, that street is considered the primary street.

- b. Where more than one street abuts a lot, the following are considered primary streets:
 - (i) West Main Street
 - (ii) Roosevelt Brown Boulevard
 - (iii) Jefferson Park Avenue
 - (iv) Wertland Street
 - (v) 10th Street NW
- c. Where a lot with multiple street frontages on the primary streets listed in section (b) exists, each frontage is considered a primary street.
- d. Where a lot has multiple street frontages, streets not listed in section (b) above will be considered a linking street.

(5) West Main East Corridor. The land use and lots on West Main Street east of the railroad bridge are smaller than those west of the bridge, containing existing buildings (including historic buildings) that have been renovated to accommodate modern commercial uses. Established buildings are located in close proximity to the street on which they front. Within this district, the purpose of zoning regulations is to encourage a continuation of the established pattern and scale of commercial uses, and to encourage an extension of a walkable, mixed use “main street” setting eastward from the railroad bridge, continuing into the area where the West Main Street Corridor transitions into the City’s downtown. Within the West Main Street East district (“WME”), the following streets shall have the designations indicated:

- a. Where only one street abuts a lot, that street is considered the primary street.
- b. Where more than one street abuts a lot, the following are considered primary streets:
 - (i) West Main Street
 - (ii) Commerce Street
 - (iii) South Street
 - (iv) Ridge Street
 - (v) 7th Street SW
 - (vi) 4th Street NW
- c. Where a lot with multiple street frontages on the primary streets listed in section (b) exists, each frontage is considered a primary street.
- d. Where a lot has multiple street frontages, streets not listed in section (b) above will be considered a linking street.

3. Article VI (Mixed Use Districts), Division 5, Sections 34-617 through 34-622 are hereby repealed, and the following provisions are enacted in their place:

DIVISION 5. REGULATIONS – WEST MAIN
STREET NORTH WEST CORRIDOR (“WMN”) (“WMW”)

Sec. 34-616. Uses.

The uses allowed within this district are those designated within the matrix set forth within section 34-796.

Sec. 34-617. Height regulations.

(a) The height regulations shall apply to buildings within the West Main Street West (“WMW”) Corridor district:

- (1) Minimum height: 35 feet
- (2) Maximum height: 75 feet

(b) Notwithstanding the provisions of Sec. 34-1100(a) or Sec. 34-1200 (definitions of “building height” or “grade”), the height of a building within the WMW district shall mean the vertical distance measured from grade level to the level of the highest point of the roof of the building.

- (1) For the purposes of this provision, the term “grade level” shall refer to the average level of the curb at the primary street frontage. If a lot has frontage on West Main Street and on another primary street, then average level of the curb along the West Main Street frontage shall be used to determine building height.
- (2) For the purposes of this provision, reference to the “highest point of the roof” shall mean: the level of a flat roof; the deck line of a mansard or parapet roof; or, for buildings with gable, hip or gambrel roofs, the level of the average height between the eaves and ridge.

(c) The first floor of every building shall have a minimum height, measured floor to floor, of fifteen (15) feet.

Sec. 34-618. Streetwall regulations.

(a) Setbacks shall be required, as follows:

- (1) Primary street frontage: Ten (10) feet minimum; twenty (20) feet maximum. At least eighty (80) percent of the building façade width of a building must be in the build-to zone adjacent to a primary street.

- (2) Linking street frontage: Five (5) feet minimum; twelve (12) feet maximum. At least forty (40) percent of the building façade width of a building must be in the build-to zone adjacent to a linking street.
- (3) Side and rear setback, adjacent to any low density residential district: Twenty (20) feet, minimum.
- (4) Side and rear setback, adjacent to any other zoning district: None required.

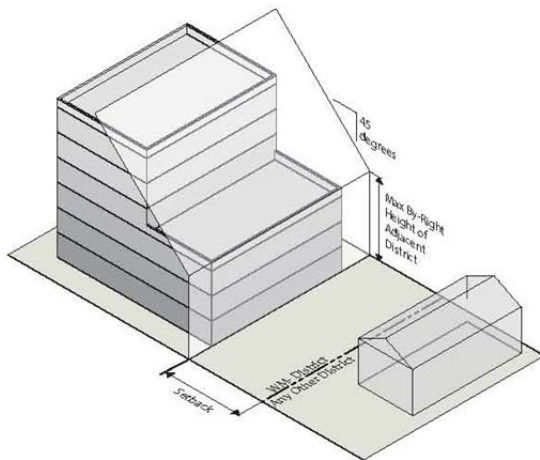
(b) Stepback requirement. The maximum height of the streetwall of any building or structure shall be forty (40) feet. At the top of the streetwall height, there shall be a minimum stepback of ten (10) feet.

(c) Building width requirement. The apparent mass and scale of each building over one-hundred (100) feet wide shall be reduced through the use of building and material modulation and articulation to provide a pedestrian scale and architectural interest, and to ensure the building is compatible with the character of the district. This determination shall be made by the Board of Architectural Review through the Certificate of Appropriateness process.

Sec. 34-619. Bulk plane and buffer.

(a) Bulk plane.

- (1) To promote building massing compatible with adjacent districts, a bulk plane shall apply where the rear of a lot in the West Main West district abuts any other zoning district, and where any side of a lot in the West Main West district abuts a low density residential zoning district. No building may extend into a 45 degree angular plane projecting above the lot measured at the interior edge of any required setback, starting at a height equal to the maximum allowed height in the adjacent zoning district.
- (2) The bulk plane ends at each lot line adjacent to a street right-of-way.



(b) Buffer. Along the frontage with any low density residential district, side and rear buffers shall be required, ten (10) feet, minimum, consisting of an S-1 type buffer (refer to section 34-871).

Sec. 34-620. Mixed-use developments—Additional regulations.

No parking garage, other than ingress and egress to the garage, may front on a primary street. No ground floor residential uses shall front on West Main Street.

Sec. 34-621. Density.

Residential density shall not exceed forty-three (43) DUA; however, up to two hundred (200) DUA may be allowed by special use permit.

Sec. 34-622. Additional regulations.

(a) Developments that occupy an entire city block shall provide courtyards and plazas accessible from adjacent public rights-of-way.

(b) No ground floor residential uses shall front on West Main Street.

(c) For uses requiring more than twenty (20) off-street parking spaces, no more than fifty percent (50%) of such required spaces shall consist of surface parking open to the sky.

(d) No off-street loading areas may face any public right-of-way.

Sec. 34-623. Parking requirements adjustment.

Article VIII, Division 3, Off-Street Parking and Loading, applies to development in this district, except that:

- (1) Parking lot buffers are required only along the edge(s) of a low density district.
- (2) No parking is required for any retail use having less than 5,000 square feet in floor area.

Secs. 34-624 - 34-635. Reserved.

4. Article VI (Mixed Use Districts), Division 6, Sections 34-637 through 34-642 are hereby repealed, and the following provisions are hereby enacted in their place:

DIVISION 6. REGULATIONS – WEST MAIN
STREET SOUTH EAST CORRIDOR (“WMS”) (“WME”)

Sec. 34-636. Uses.

The uses allowed within this district are those designated within the matrix set forth within section 34-796.

Sec. 34-637. Height regulations.

- (a) The height regulations shall apply to buildings within the West Main Street East (WME) Corridor district:
 - (1) Minimum height: 35 feet
 - (2) Maximum height: 52 feet

- (b) Notwithstanding the provisions of Sec. 34-1100(a) or of Sec. 34-1200 (definitions of “building height” or “grade”), the height of a building within the WME district shall mean the vertical distance measured from grade level to the level of the highest point of the roof of the building.
 - (1) For the purposes of this provision, the term “grade level” shall refer to the average level of the curb at the primary street frontage. If a lot has frontage on West Main Street and on another primary street, the average level of the curb along the West Main Street frontage shall be used to determine building height.

 - (2) For the purposes of this provision, reference to the “highest point of the roof” shall mean: the level of a flat roof; the deck line of a mansard or parapet roof; or, for buildings with gable, hip or gambrel roofs, the level of the average height between the eaves and ridge.

- (c) The first floor of every building shall have a minimum height, measured floor to floor, of fifteen (15) feet.

Sec. 34-638. Streetwall regulations.

- (a) Setbacks shall be required, as follows:
 - (1) Primary street frontage: Ten (10) feet minimum; twenty (20) feet maximum. At least eighty (80) percent of the building façade width of a building must be in the build-to zone adjacent to a primary street.
 - (2) Linking street frontage: Five (5) feet minimum; twelve (12) feet maximum. At least forty (40) percent of the building façade width of a building must be in the build-to zone adjacent to a linking street.
 - (3) Side and rear setback, adjacent to any low density residential district: Twenty (20) feet, minimum.
 - (4) Side and rear setback, adjacent to any other zoning district: None required.

(b) Stepback requirement. The maximum height of the streetwall of any building or structure shall be forty (40) feet. At the top of the streetwall height, there shall be a minimum setback of ten (10) feet.

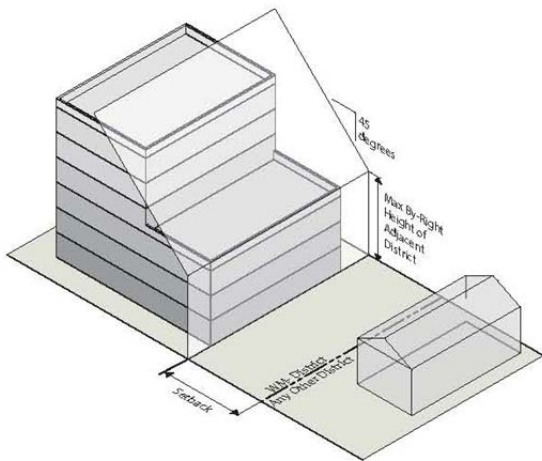
(c) Building width requirement. The apparent mass and scale of each building over one-hundred (100) feet wide shall be reduced through the use of building and material modulation and articulation to provide a pedestrian scale and architectural interest, and to ensure the building is compatible with the character of the district. This determination shall be made by the Board of Architectural Review through the Certificate of Appropriateness process.

Sec. 34-639. Bulk plane and buffer.

(a) Bulk plane.

(1) To promote building massing compatible with adjacent districts, a bulk plane shall apply where the rear of a lot in the West Main Street East district abuts any other zoning district, and where any side of a lot in the West Main Street East district abuts a low density residential zoning district. No building may extend into a 45 degree angular plane projecting above the lot measured at the interior edge of any required setback, starting at a height equal to the maximum allowed height in the adjacent zoning district.

(2) The bulk plane ends at each lot line adjacent to a street right-of-way.



(b) Buffer. Along the frontage with any low density residential district, side and rear buffers shall be required, ten (10) feet, minimum, consisting of an S-1 type buffer (refer to section 34-871).

Sec. 34-640. Mixed-use developments—Additional regulations.

No parking garage, other than ingress and egress to the garage, may front on a primary street. No ground floor residential uses shall front on West Main Street.

Sec. 34-641. Density.

Residential density shall not exceed forty-three (43) DUA; however, up to two hundred (200) DUA may be allowed by special use permit.

Sec. 34-642. Additional regulations.

(a) Developments that occupy an entire city block shall provide courtyards and plazas accessible from adjacent public rights-of-way.

(b) No ground floor residential uses shall front on West Main Street.

(c) For uses requiring more than twenty (20) off-street parking spaces, no more than fifty percent (50%) of such required spaces shall consist of surface parking open to the sky.

(d) No off-street loading areas may face any public right-of-way.

Sec. 34-643. Parking requirements adjustment.

Article VIII, Division 3, Off-Street Parking and Loading, applies, except that:

- (1) Parking lot buffers are required only along the edge(s) of a low density district.
- (2) No parking is required for any retail use having less than 5,000 square feet in floor area.

Secs. 34-644—34-655. Reserved.

- 5. Article VI (Mixed Use Districts), Division 16 (Use Matrix), Sec. 34-796 (Use matrix—mixed use corridor districts), is hereby amended as follows:**

Sec. 34-796. Use matrix—Mixed use corridor districts.

Amend the headings identifying the Zoning Districts, to substitute “WMW” in place of “WMS” and to substitute “WME” in place of “WMN”. In the column specifying uses allowed in the WME zoning district, make the following changes:

Use Types	Zoning Districts	
	WMN -WME	WMS -WMW
NON-RESIDENTIAL: GENERAL AND MISC. COMMERCIAL		
Automobile uses:		
Auto parts and equipment sales	<u>B</u>	B
Data center > 4,000	<u>S</u>	S
Educational facilities (non-residential)		
Artistic instruction, up to 10,000 SF	<u>B</u>	B
Hotels/motels: 100+ guest rooms	S <u>B</u>	B
Museums: Up to 10,000 SF, GFA	S <u>B</u>	B
Recreational facilities:		
Indoor health/sports clubs, GFA (4,001-10,000 SF)	S <u>B</u>	B
Indoor health/ sports clubs, GFA more than 10,000 SF	S <u>B</u>	B
NON-RESIDENTIAL USES: RETAIL		
General, up to 10,000 SF, GFA	S <u>B</u>	B
General, more than 4,001 +10,000 SF, GFA	S <u>B</u>	B
Other retail stores (non-specified):		
Up to 4,000 SF, GFA	B	B
Up to 20,000 SF, GFA 4,001 SF to 20,000 SF, GFA	S <u>B</u>	B
20,000+ <u>more than 20,000</u> SF, GFA	<u>S</u>	S

6. Article VIII (Required Improvements), Division 3 (Off-street Parking and Loading) is hereby amended, to add a new Sec. 34-882, as follows:

Sec. 34-882. Bicycle parking requirements for WME and WMW zoning districts.

In the West Main Street East (WME) and West Main Street West (WMW) zoning districts, bicycle parking spaces shall be required for: new buildings and developments, the addition of new enclosed floor area to an existing building, and for any change in use of any building.

(a) Required bicycle spaces.

(1) Bicycle space requirements by use.

<u>Use</u>	<u>Long Term Spaces Required</u>	<u>Short Term Spaces Required</u>
<u>General retail</u>	<u>1 space per 10,000 square feet of floor area, 2 minimum</u>	<u>1 space per 5,000 square feet of floor area, 2 minimum</u>
<u>Office</u>	<u>1.5 spaces per 10,000 square feet of floor area, 2 minimum</u>	<u>1 space per 20,000 square feet of floor area, 2 minimum</u>

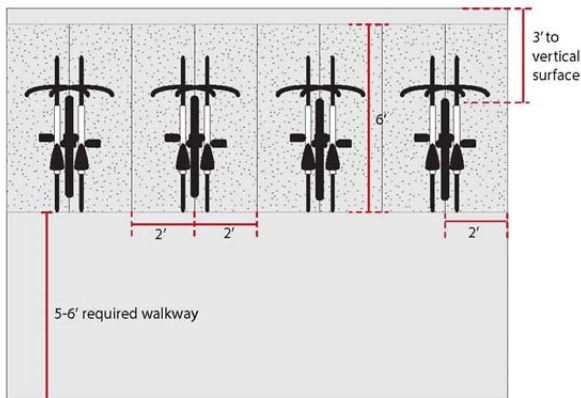
<u>Off-street parking lots and garages available to the general public either without charge or on a fee basis</u>	<u>1 space per 20 auto spaces, minimum requirement is 2 spaces. Unattended lots excepted</u>	<u>1 space per 10 auto spaces or minimum requirement is 6 spaces. Unattended lots excepted</u>
<u>Single family dwelling</u>	<u>No spaces required</u>	<u>No spaces required</u>
<u>Multi-family dwelling with private garage for each unit</u>	<u>No spaces required</u>	<u>0.1 space per bedroom, 2 minimum</u>
<u>Multifamily dwelling without private garage</u>	<u>0.5 spaces per bedroom, 2 minimum</u>	<u>0.1 space per bedroom, 2 minimum</u>
<u>Senior housing</u>	<u>0.5 spaces per bedroom, 2 minimum</u>	<u>0.1 space per bedroom, 2 minimum</u>
<u>Lodging (hotel, motel)</u>	<u>1 space for every 10 spaces of required automobile parking, 2 minimum</u>	<u>No spaces required</u>
<u>General food sales and groceries</u>	<u>1 space per 10,000 square feet of floor area, 2 minimum</u>	<u>1 space per 2,000 square feet of floor area, 2 minimum</u>
<u>Non-assembly cultural (library, government buildings, courts, etc.)</u>	<u>1.5 spaces for each 10 employees, 2 minimum</u>	<u>1 space per 8,000 square feet of floor area, 2 minimum</u>
<u>Assembly (houses of worship, theater, auditorium, outdoor assembly, etc.)</u>	<u>1.5 spaces for each 20 employees, 2 minimum</u>	<u>Spaces for 5% of maximum expected daily attendance</u>
<u>Health clinic/hospitals</u>	<u>1.5 spaces for each 20 employees or 1 space per 50,000 square feet of floor area, whichever is greater, 2 minimum</u>	<u>1 space per 20,000 square feet of floor area, 2 minimum</u>
<u>Public, parochial, and private day care centers for 15 or more children</u>	<u>1.5 spaces for each 20 employees, 2 minimum</u>	<u>1 space for each 20 students of planned capacity, 2 minimum</u>
<u>Public, parochial, and private nursery schools, kindergartens, and elementary schools (1-3)</u>	<u>1.5 spaces for each 10 employees, 2 minimum</u>	<u>1.5 space for each 20 students of planned capacity, 2 minimum</u>
<u>Public, parochial, and private elementary schools (4-6), junior high, and high schools</u>	<u>1.5 spaces for each 10 employees plus 1.5 spaces per each 20 students of planned capacity, 2 minimum</u>	<u>1 space for each 10 students of planned capacity, 2 minimum</u>
<u>Transit facility</u>	<u>Spaces for 7% of projected a.m. peak period daily ridership</u>	<u>Spaces for 2% of a.m. peak period daily ridership</u>

(b) Location of bicycle parking.

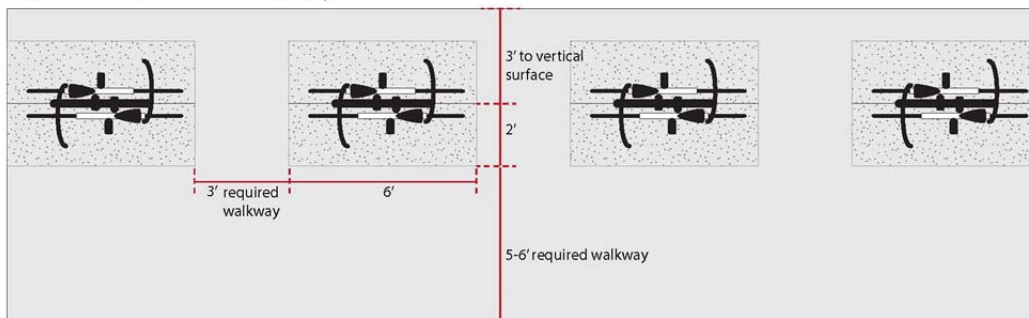
- (1) Bicycle parking spaces must be located on paved or pervious, dust-free surface with a slope no greater than three percent (3%). Surfaces cannot be gravel, landscape stone or wood chips.
- (2) Bicycle parking spaces must be a minimum of two (2) feet by six (6) feet.
- (3) Bicycle parking spaces must be placed at least three (3) feet from all vertical surfaces such as walls, fences, curbs, etc.
- (4) Bicycle racks must be provided to accommodate each bicycle parking space. Racks shall be placed such that each required bicycle parking space must be accessible without moving another bicycle, and its placement must not result in a bicycle obstructing a required walkway or drive aisle.
- (5) Up to 25% of bicycle parking may be structured parking, vertical parking or wall mount parking, provided there is an adequate access aisle.
- (6) All racks must accommodate cable locks and "U" locks, must permit the locking of the bicycle frame and one wheel to the rack, and must support a bicycle in a stable position.

(c) Example of bicycle parking layout.

EXAMPLE 1 (16' x 12') accomodates 8 bicycles



EXAMPLE 2 (33' x 10') accomodates 8 bicycles



(d) Short-term bicycle parking. Required short term bicycle parking shall be visible from nearby bikeways and conveniently located to the main building entrance, no further than 50 feet. Short-term bicycle parking must meet all other applicable design standards of the City.

(e) Long-term bicycle parking.

(1) Required long-term bicycle parking spaces must be located in enclosed and secured or supervised areas providing protection from theft, vandalism and weather, and must be accessible to intended users.

(2) Required long-term bicycle parking for residential uses may be located within dwelling units or within deck, patio areas or private storage areas accessory to dwelling units if documented and approved by the director of neighborhood development services.

(3) Long-term bicycle parking spaces for nonresidential uses may be located off-site, within 300 feet of the site, upon a determination by the director of neighborhood development services that this arrangement would better serve the . The off-site parking distance is measured in walking distance from the nearest point of the remote parking area to the closest primary entrance of the use served.

Secs. 34-883—34-895. Reserved.

7. Article IX, Sec. 34-1101 is hereby amended and re-ordained, as follows:

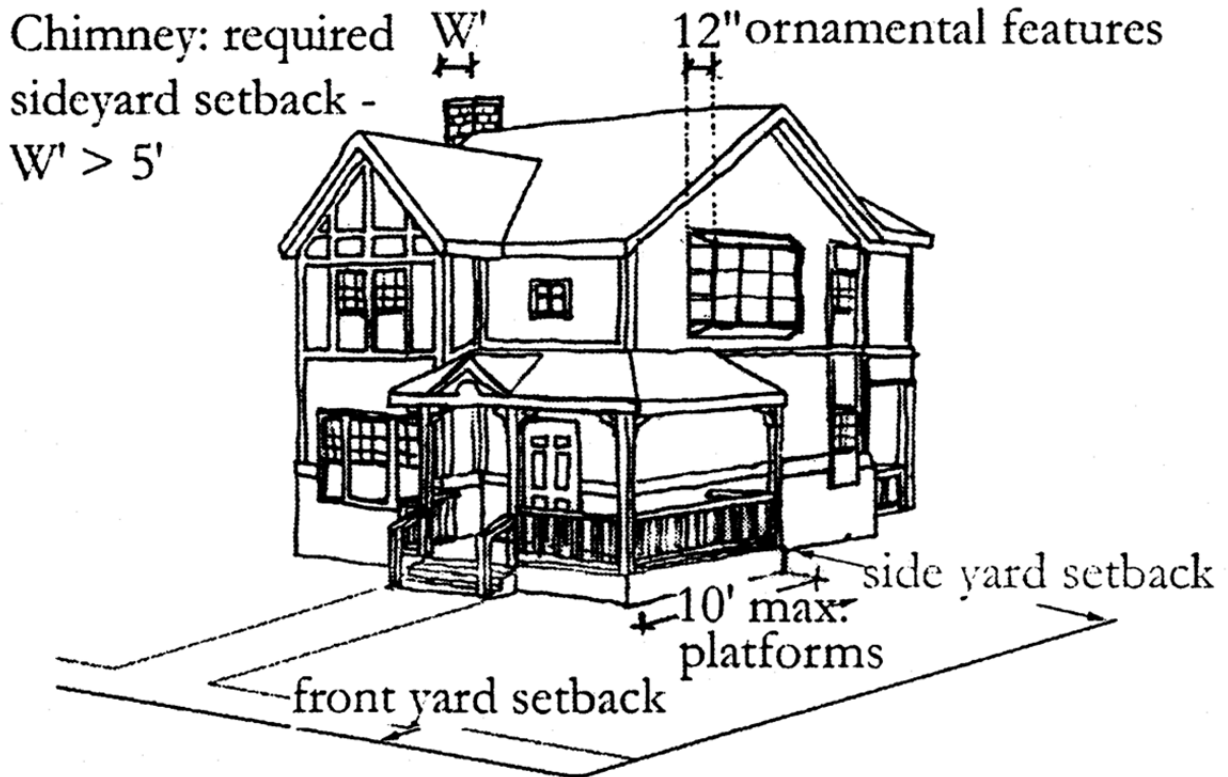
Sec. 34-1101. - Appurtenances.

(a) An appurtenance to a building or structure shall not be counted in measuring the height of a building or structure.

~~(b) The director of neighborhood development services or planning commission may approve additions of appurtenances to buildings or structures, in excess of the maximum permitted height of the structure, upon finding that there is a functional need for the appurtenance that cannot be met with an appurtenance having a lesser height, and that visible materials and colors are compatible with the building or structure to which the appurtenance is attached.~~

(b) No rooftop appurtenance shall: (i) itself measure more than ~~sixteen (16)~~ eighteen (18) feet in height above the building, or (ii) cover more than twenty-five (25) percent of the roof area of a building. ~~A roof top appurtenance may contain useable floor area, but such area may only be used for or as an accessory to a residential or commercial use allowed within the applicable zoning district.~~

(c) Within a rooftop appurtenance, no enclosed space shall be designed or used as any type of habitable residential space. The provisions of this paragraph shall not preclude open-air space on a building rooftop from being used accessory to the primary use of the building.



Appurtenances

(d) The following appurtenances may encroach into minimum required yards as specified:

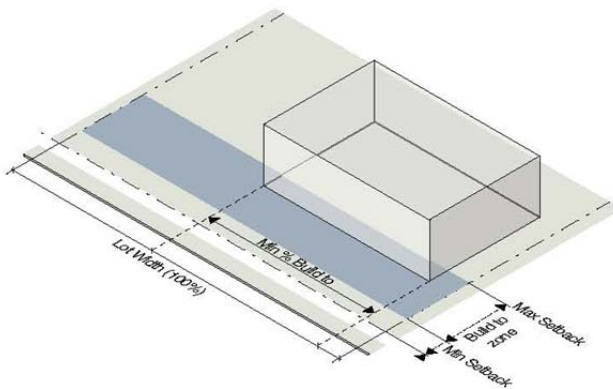
- (1) Window sills, roof overhangs, belt courses, cornices and ornamental features may encroach into a required yard by no more than twelve (12) inches,
- (2) Open lattice-enclosed fire escapes, fireproof outside stairways, and the ordinary projections of chimneys and flues may encroach into a required rear yard by no more than five (5) feet.
- (3) Chimneys or flues being added to an existing building may encroach into a required side yard, but not closer than five (5) feet to the side lot line.
- (4) Elevator shafts and mechanical equipment which are screened in accordance with the requirements of Sec. 34-872.

- (5) Handicapped ramps meeting ADA standards may encroach into a required yard.
- (6) Except as otherwise provided above:
 - a. Uncovered appurtenances which have a maximum floor height of three (3) feet above the finished grade may encroach into any required yard, but not closer than five (5) feet to any lot line and no more than ten (10) feet into a required front yard; however, no such appurtenance shall occupy more than thirty (30) percent of a rear yard.
 - b. Any appurtenance to a single- or two-family dwelling, having a height greater than three (3) feet above finished grade may encroach into a required front yard by up to ten (10) feet, but no closer than five (5) feet to a front lot line; however, such appurtenance shall be in compliance with the applicable side yard setback;
 - c. No enclosed appurtenance, regardless of height (including but not limited to a screened-in porch) shall encroach into any required yard.

8. Article X is amended and re-ordained, to add a new definition (“build-to-zone”):

...

Build-to-zone is the area between the minimum and maximum allowable setbacks along a street frontage. A building façade may be required to maintain a minimum percentage in the build-to-zone, measured based on the width of the building divided by the width of the lot. Minor deviations such as recessed entries, recessed balconies, and architectural features are considered to be at the same setback as the building façade immediately adjacent to those features.



AND BE IT FURTHER ORDAINED that, effective on adoption of this Ordinance, the City's Board of Architectural Review is directed to review the City's Design Guidelines, in coordination with other city regulatory review and advisory bodies, and to report back to City Council with any proposed revisions or updates that may be necessary or desirable as a result of the zoning text and zoning map amendments that have been approved herein.

RESOLUTION
To Adopt West Main Streetscape Improvement Plan Option 1

WHEREAS, The West Main Street Streetscape Plan Option 1 (herein referred to as “The Plan”) seeks to retain and grow the patrons of the corridor by creating a safe, active, pleasant and usable space for all users, thereby sustaining the customer base for local businesses and promoting a sense of well-being for local residences, and

WHEREAS, The Plan is the product of three (3) public meetings with over 100 citizens in attendance at each meeting, several focus group sessions, two parking surveys and meetings with the planning commission, board of architectural review, tree commission, Mid-Town Business Association and the University of Virginia over several years beginning in December, 2013, and

WHEREAS, Execution of The Plan will meet several objectives of the City’s Strategic Plan Goal 2: Be a safe, equitable, thriving and beautiful community and Goal 3: Have a strong diversified economy; and

WHEREAS, The Plan encourages physical activity by creating a safe and welcoming place to walk or bike by improving the walkability and bike-ability of a vital corridor that connects neighborhoods, downtown, and the University of Virginia; by making biking far safer on this crucial corridor through improved and wider bike lanes; and improves bus service on the City’s busiest route by adding shelters and amenities and improving access to the Jefferson School on Fourth Street, and

WHEREAS, The Plan proposes a 400% increase in street trees along the corridor in a variety of large-canopy, medium-canopy, columnar, and small trees for their visual interest, their ability to adapt and thrive in the West Main Street environment, and their positive impact on the environmental quality of the immediate area through carbon dioxide reduction, and

WHEREAS, The Plan establishes several areas for Low Impact Development where green infrastructure practices could be utilized and highlighted and recommends technologies to preserve tree root zones that prevent compaction, a deadly force upon many urban trees, and

WHEREAS, The Plan also proposes undergrounding overhead utilities, which are limiting to the health and canopy of large trees due to the regular trimming or removal of branches to prevent conflicts with utility lines, and prone to failure during heavy snow and wind storms thereby disturbing the well-being of both businesses and residences, and

WHEREAS, The West Main Street Citizen Steering Committee has provided valuable input throughout the multi-year planning process and has fulfilled its duties as charged for which the Charlottesville City Council is grateful;

BE IT RESOLVED that the Charlottesville City Council hereby adopts the West Main Street Streetscape Plan Option 1, as the guiding document for executing streetscape improvements to the West Main Street Corridor, and

BE IT FURTHER RESOLVED that the Charlottesville City Council shall henceforth serve as the West Main Street Streetscape project’s review body during the construction documents phase, availing itself of the expertise of its advisory groups as needed, and

BE IT FURTHER RESOLVED that the City of Charlottesville through its representatives on the Planning and Coordination Council (PACC) and key staff shall engage with the University of Virginia to identify shared investment opportunities within three (3) months of passing this resolution, and

BE IT FURTHER RESOLVED that Charlottesville City Council directs the City Manager, his staff and consultants to within six (6) months of passing this resolution:

- Authorize the design and engineering team of Rhodeside Harwell to proceed immediately with construction documents needed to bid and execute the work and secure all necessary approvals, without the use of a Pilot Project; and
- Develop an Implementation “Action” Plan including the following:
 - A parking plan including, but not limited to, developing new structured parking within the West Main Street corridor, on-street parking meters, restriping spaces and enhanced enforcement), exploration of shared use agreements;
 - A cost estimate based on more accurate design development drawings, inclusive of undergrounding utilities;
 - A funding and financing strategy including an evaluation of and advice regarding tax increment financing (TIF) strategies, parking meter revenue dedicated to infrastructure maintenance, a business improvement district (BID), general obligation bonds, revenue bonds and applicable state and federal grants);
 - A phasing plan based on allocated and potential sources of funding and a timeline for construction;
 - A construction mitigation plan including strategies and a timeframe for informing West Main residents and businesses about construction, alternative routes, appropriate signage;
 - A property owner outreach plan including meetings with owners about the streetscape improvement plan;
 - A coordinated, timely community engagement strategy;
 - A project management strategy for pre- and post ground breaking to ensure proper coordination of the above and contract monitoring and
 - Quarterly progress reports to City Council, and

BE IT FURTHER RESOLVED that Charlottesville City Council directs the City Manager to conduct an analysis of jobs required by the West Main Street Improvement Project that can be performed in-house by city departments (such as sidewalk installation, laying pipe, others) and linked to the Growing Opportunity GO apprenticeship programs for the benefit of local residents within nine (9) months of passing this resolution.

RESOLUTION

Initiating Zoning Text Amendments for the Water Street Corridor District and the By-Right Density Changes for Both West Main Street Districts

WHEREAS, this City Council recently enacted a number of changes to the zoning district regulations for the West Main Street Corridor, and as a result of those proceedings, Council seeks consideration of two additional zoning text amendments; and

WHEREAS, the Comprehensive Plan calls for a wide range of housing options in the City, and a high by-right density minimum is a growing practice to achieve a range of affordability in highly desirable districts; and

WHEREAS, Council finds that the public necessity, convenience, general welfare or good zoning practice requires consideration of the following zoning text amendments:

(1) Changes to the regulations governing streetwall characteristics and mixed-use developments within the Water Street Corridor district, as set forth within the discussion draft text amendments attached as **Exhibit A** to this Resolution; and

(2) Changes to the West Main Street Corridor districts (West Main East (WME) and West Main West (WMW)), proposing to allow residential density of development up to 200 dwelling units per acre (200 DUA), as a matter of right, in each district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville that the zoning text amendments referenced above within this Resolution are hereby initiated by City Council, and the Planning Commission is directed to review the proposed text amendments, conduct a joint public hearing with City Council to allow affected persons to be heard on these matters, and then report its findings and recommendations back to City Council within 100 days of the date of this Resolution.

Approved by Council
March 21, 2016



Clerk of Council

DIVISION 11. - REGULATIONS—WATER STREET DISTRICT ("WSD")

Sec. 34-741. - Uses.

The uses allowed within this district are those designated within the matrix set forth within section 34-796.

(5-19-08(3))

Sec. 34-742. - Height regulations

The following height regulations shall apply to buildings and structures within the Water Street district:

- (1) Minimum: Forty (40) feet.
- (2) Maximum: Seventy (70) feet, subject to streetwall regulations.
- (3) With special use permit: One hundred one (101) feet.

(5-19-08(3))

Sec. 34-743. - Streetwall regulations.

- (a) Stepbacks. For properties with frontage on ~~the north side of~~ South Street between Ridge Street and 2nd Street SW, the maximum height of the streetwall of any building or structure shall be forty-five (45) feet. After forty-five (45) feet, there shall be a minimum setback of twenty-five (25) feet along the length of such street wall along South Street, and a minimum setback of ten (10) feet along the length of Ridge Street.
- (b) Setbacks.
 - (1) Primary and linking street frontage. At least seventy-five (75) percent of the streetwall of a building must be built to the property line adjacent to a primary street. For the remaining portion of streetwall (i.e., twenty-five (25) percent), the maximum permitted setback is five (5) feet; however, (i) if streetscape trees are provided to the standards set forth in section 34-870, or (ii) pursuant to a special use permit granted by city council up to fifty (50) percent of the streetwall of a building may be set back twenty (20) feet.
 - (2) Setback, Water Street: A minimum setback of five (5) feet shall be required for all buildings located on Water Street.
 - (3) Abutting South Street Mixed Use District: A minimum setback of 10 feet from any parcel zoned South Street shall be required for all buildings located on South Street and an S-2 buffer shall be provided within the setback.

(5-19-08(3))

Sec. 34-744. - Density regulations.

Residential density shall not exceed forty-three DUA; however, up to two hundred forty (240) DUA may be allowed by special use permit. The minimum density required for multifamily developments (new construction only) shall be twenty-one (21) DUA.

(5-19-08(3); 9-15-08(2))

Sec. 34-745. - Reserved.

Editor's note— Ord. of September 15, 2008, repealed § 34-745, which pertained to multifamily developments—bedroom limitations. See also the Code Comparative Table.

Sec. 34-746. - Mixed-use developments—Additional regulations.

(a) [Reserved.]

(b) No ground floor residential uses may front on a primary street, unless a building fronts on more than one (1) primary street, in which case ground floor residential uses may front on one (1) primary street. Under no circumstances, however, shall any ground floor residential uses front on Main Street, Market Street, Ridge Street or Water Street.

(c) All entrances shall be sheltered from the weather, and lighted.

(d) Where any building or development occupies one (1) or more parcels constituting an entire city block, courtyards shall be provided (subject to the street wall requirements set forth, above, within this division). Such courtyards shall be accessible from adjacent streets.

(5-19-08(3); 8-16-10(5))

Sec. 34-747. - Off-street loading areas.

Off-street loading areas may not face public right-of-way.

(5-19-08(3))

Secs. 34-748—34-755. - Reserved.