

**ACTIONS**  
**Board of Supervisors Meeting of January 11, 2012**

January 12, 2012

<u>AGENDA ITEM/ACTION</u>	<u>ASSIGNMENT</u>
<p>1. Call to Order.</p> <ul style="list-style-type: none"> <li>Meeting was called to order at 6:03 p.m. by the Chair, Ms. Mallek. All Board Members were present. Also present were Tom Foley, Larry Davis, and Ella Jordan.</li> </ul>	
<p>4. Adoption of Final Agenda.  <u>Mr. Boyd requested that the following items be added to the final agenda for action:</u></p> <ul style="list-style-type: none"> <li>Election of Chairman</li> <li>Consider setting joint meetings with Planning Commission to fast track Comp Plan industrial land proposals and interstate interchanges after the Board receives the Target Industry study.</li> </ul> <p><u>Mr. Foley requested adding the following item to the final agenda:</u></p> <ul style="list-style-type: none"> <li>Appointment of Bryan Elliott as the County Executive's alternate on the Blue Ridge Juvenile Detention Commission. <ul style="list-style-type: none"> <li>By a vote of 6:0, <b>appointed</b> Bryan Elliott as the County Executive's alternate.</li> </ul> </li> <li>By a vote of 6:0, <b>adopted</b> the final agenda as amended.</li> </ul>	<p><u>Clerk:</u> Update Boards and Commissions book, webpage, and notify appropriate persons.</p>
<p>5. Brief Announcements by Board Members.  <u>Ann Mallek:</u></p> <ul style="list-style-type: none"> <li>Announced that at the recent VACo meeting, Albemarle received the Green Challenge Award for its efforts in energy conservation and investment.</li> <li>Announced that the Board received a letter from Butch Davies, the former CTB member, congratulating the County on its opening of the John Warner Parkway.</li> </ul>	
<p>6. <del>Recognitions.</del> <b>(Remove from agenda.)</b></p>	
<p>7. From the Public: Matters not Listed for Public Hearing on the Agenda.</p> <ul style="list-style-type: none"> <li><u>The following students from Monticello High School presented information on their CAP project concerning the Route 29 Western Bypass:</u> <ul style="list-style-type: none"> <li>Austin Wood, Taylor Bishop, Kathryn Gillette and Taylor McKenzie, Elisabeth Ainslie, Jamie Criser, Shae Douglas, Brandon Sealy, Shanell Rush, Jose D'Alta, Devin Jones, Brooke Shaver and Brittany Sprinkle.</li> </ul> </li> <li><u>John Mc Hugh</u>, on behalf of the Charlottesville Star Swimming Organization, spoke about their previous funding proposal for a pool enclosure at their Fairview location. Asked the Board to reconsider their swimming proposal.</li> <li><u>Debbie Lockman and Andy Lockman</u>, expressed support for the Claudius Crozet Park swimming proposal.</li> <li><u>J. J. Bean</u>, Director of the Stars Swimming</li> </ul>	

<p>Virginia Gators Swim Club, commended the Board for taking steps to facilitate the growth of swimming and aquatic facilities in the area. Encouraged them to work towards putting these facilities in all sections of the County.</p> <ul style="list-style-type: none"> <li>• <u>Charles Battig</u> spoke about climate change, provided an update on additional localities that have dropped out of ICLEI, and expressed concerns about cell phone tower radio frequency radiation.</li> <li>• <u>Lynda Harrill</u>, founder of QuickStart Tennis of Central Virginia, provided an update on the program and spoke in support of the Claudius Crozet Park request.</li> <li>• <u>Morgan Russell</u>, a Monticello High School student, expressed concerns about irresponsible spending and inadequate planning in education and the Route 29 Western Bypass.</li> <li>• <u>Brendan Kelly</u> spoke in support of adequate swimming facilities in the County. Expressed support for funding the previous Star swimming proposal.</li> <li>• <u>Scott Leake</u>, from Congressman Hurt's local office, offered any cooperation to the Board on behalf of Congressman Hurt.</li> <li>• <u>Morgan Butler</u>, of the Southern Environmental Law Center, spoke about the process for the Route 29 Western Bypass. Urged the Board and the MPO to work with the State to redirect the Bypass funding towards less damaging alternatives for improving traffic flow on Route 29.</li> <li>• <u>Neil Williamson</u>, of the Free Enterprise Forum, spoke in support of the Route 29 Western Bypass.</li> </ul>	
<p>9. <b><u>Pb. Hrg: SP-2011-00018. Colonial Nissan— Parking Deck (Signs #2&amp;3).</u></b></p> <ul style="list-style-type: none"> <li>• <b>APPROVED SP-2011-00018</b>, by a vote of 6:0, subject to two conditions.</li> </ul>	<p><u>Clerk:</u> Set out conditions of approval. (Attachment 1)</p>
<p>10. <b><u>Pb. Hrg: SP-2011-00020. L &amp; B Towing-Snows Business Park (Sign #101).</u></b></p> <ul style="list-style-type: none"> <li>• <b>APPROVED SP-2011-00020</b>, by a vote of 5:0:1 (Snow abstained), subject to three conditions.</li> </ul>	<p><u>Clerk:</u> Set out conditions of approval. (Attachment 1)</p>
<p>11. <b><u>Pb. Hrg: SP-2011-00021. Verizon Wireless – Herring Property (Sign #49).</u></b></p> <ul style="list-style-type: none"> <li>• <b>APPROVED SP-2011-00021</b>, by a vote of 6:0, subject to one condition.</li> <li>• <b>APPROVED</b>, by a vote of 6:0, granting modification of Sections 5.1.40(c)(4), (c)(5), (c)(9), and (d)(6). Modification to 5.1.40(c)(4) is to grant the ability to use the existing tree conservation plan in lieu of submitting a new tree conservation plan.</li> </ul>	<p><u>Clerk:</u> Set out condition of approval. (Attachment 1)</p>
<p>12. <b><u>Pb. Hrg: SP-2011-00023. Verizon Wireless/ Hudson Property Tier III Personal Wireless Service Facility (Sign #38).</u></b></p> <ul style="list-style-type: none"> <li>• <b>APPROVED SP-2011-00023</b>, by a vote of 6:0, subject to one condition.</li> <li>• <b>APPROVED</b>, by a vote of 6:0, granting</li> </ul>	<p><u>Clerk:</u> Set out condition of approval. (Attachment 1)</p>

	modification of Sections 5.1.40(c)(4), (c)(5), (c)(9), and (d)(6). Modification to 5.1.40(c)(4) is to grant the ability to use the existing tree conservation plan in lieu of submitting a new tree conservation plan.	
13.	<p><b><u>Pb. Hrg: SP-2011-00024. Verizon Wireless/Moyer Property Tier III Personal Wireless Service Facility (Sign #39).</u></b></p> <ul style="list-style-type: none"> <li>• <b>APPROVED SP-2011-00024</b>, by a vote of 6:0, subject to one condition.</li> <li>• <b>APPROVED</b>, by a vote of 6:0, granting modification of Sections 5.1.40(c)(4), (c)(5), (c)(9), and (d)(6). Modification to 5.1.40(c)(4) is to grant the ability to use the existing tree conservation plan in lieu of submitting a new tree conservation plan.</li> </ul>	<u>Clerk:</u> Set out condition of approval. (Attachment 1)
14.	<p><b><u>Pb. Hrg: SP-2011-00028. NTELOS CV646 Commonwealth Ave. Tier III Personal Wireless Service Facility (Sign #46).</u></b></p> <ul style="list-style-type: none"> <li>• <b>APPROVED SP-2011-00028</b>, by a vote of 6:0, subject to two conditions.</li> <li>• <b>APPROVED</b>, by a vote of 6:0, granting modification of Sections 5.1.40(a)(4d), (a)(4f), (a)(4g), (a)(6), (b)(2), (c)(6), (c)(7), (c)(2vi), (d)(2), (d)(6) and (d)(7) of the Zoning Ordinance.</li> </ul>	<u>Clerk:</u> Set out conditions of approval. (Attachment 1)
	<b>NonAgenda.</b> At 8:15 p.m., the Board recessed; then reconvened at 8:29 p.m.	
15.	<p><b><u>Pb. Hrg: SP-2010-040. Keswick Lake (Signs #84&amp;85).</u></b></p> <ul style="list-style-type: none"> <li>• <b>APPROVED SP-2010-00040</b>, by a vote of 6:0, subject to five conditions.</li> </ul>	<u>Clerk:</u> Set out conditions of approval. (Attachment 1)
16.	<p><b><u>Pb. Hrg: Dedication of Sanitary Sewer Easement to Rivanna Water and Sewer Authority.</u></b></p> <ul style="list-style-type: none"> <li>• <b>AUTHORIZED</b>, by a vote of 6:0, the County Executive to sign the following documents on behalf of the County, each in a form acceptable to the County Attorney: <ul style="list-style-type: none"> <li>a. Deed of Easement from the County to the RWSA to relocate an existing sanitary sewer line on County property: TMP 56-11.</li> <li>b. Plat for TMP 56-11 showing the existing RWSA sanitary sewer easement to be abandoned and the new sanitary sewer easement to be dedicated.</li> </ul> </li> </ul>	<u>County Attorney's office:</u> Provide Clerk with copy of final executed documents.
17.	<p>Claudius Crozet Park Community Building Improvements.</p> <ul style="list-style-type: none"> <li>• By a vote of 6:0, the Board <b>AUTHORIZED</b> the appropriation of \$200,000 from its CIP Fund to its General Fund by approving the budget amendment and approving Appropriation #2012050 in the amount of \$200,000; <b>AUTHORIZED</b> the County Executive to execute an agreement between the CCP and the County setting forth the financial arrangements after approval to both form and substance by the County Attorney; and <b>APPROVED</b> a \$200,000 donation to Claudius Crozet Park, Incorporated subject to the terms and conditions of this agreement.</li> <li>• Mr. Boyd asked that the County staff work with</li> </ul>	<p><u>County Attorney's office:</u> Provide Clerk with copy of executed agreement.</p> <p><u>Clerk:</u> Forward copy of approved appropriation form to appropriate individuals after receipt of signed agreement.</p>

Fairview for a similar type operation.		
18.	Boards and Commissions Appointments. <ul style="list-style-type: none"> <li>• <b>APPOINTED</b> Holly Hueston, as the Scottsville District representative, to the Albemarle County Service Authority, with said term to expire December 31, 2015.</li> </ul>	<u>Clerk:</u> Prepare appointment letter, update Boards and Commissions book, webpage, and notify appropriate persons.
19.	From the Board: Committee Reports and Matters Not Listed on the Agenda. <u>Ken Boyd:</u> <ul style="list-style-type: none"> <li>• With regard to election of Chairman since no one appears to be willing to change their vote, he said he would withdraw that item from consideration.</li> <li>• <b>CONSENSUS</b> to set joint meeting in February 2012 with the Planning Commission to receive the Target Industry Study.</li> </ul> <u>Ann Mallek:</u> <ul style="list-style-type: none"> <li>• Expressed interest in the Board again taking up the issues of dogs running at-large and barking dogs in the rural areas, and the County's ordinance relative to tethering and adequate care.</li> </ul> <u>Tom Foley:</u> <ul style="list-style-type: none"> <li>• Discussed comments Board members raised about special use permits and potential categories.</li> </ul>	<u>Clerk:</u> Schedule on agenda.  <u>Clerk:</u> Provide Board members with copies of previous minutes relative to these issues.
20.	Adjourn. <ul style="list-style-type: none"> <li>• At 10:33 p.m., the meeting was adjourned.</li> </ul>	

/ewj

Attachment 1 – Conditions of Approval on Planning items  
Attachment 2 – Claudius Crozet Park Agreement

## CONDITIONS OF APPROVAL

### **SP-2011-00018. Colonial Nissan—Parking Deck (Signs #2&3).**

1. Development and use shall be in general accord with the conceptual plan titled “Special Use Permit 2011-018 Colonial Auto- Parking Deck” prepared by Townes Site Engineering and dated October 17, 2011 (hereafter “Conceptual Plan”), as determined by the Director of Planning and the Zoning Administrator. To be in accord with the Conceptual Plan, development and use shall reflect the following major elements within the development essential to the design of the development, as shown on the Conceptual Plan:
  - a. limits of disturbance
  - b. location of buildings and structures
  - c. location of parking areas
  - d. employee parking and inventory storage parking layout

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

2. In areas designated for tree protection, the applicant shall have the dripline of the trees surveyed and shall mark the dripline in the field with temporary fencing. In areas designated for tree protection, no tree removal shall occur. No grading or disturbance shall take place within the driplines of trees located within the tree protection area. Any grading or disturbance within ten (10) feet of any dripline shall necessitate submittal of a “Tree Protection Plan” in accord with section 32.7.9.4 of the Zoning Ordinance. No grading or disturbance within ten (10) feet of any dripline shall be permitted until a) the survey has been completed and the fencing has been installed and b) the Planning Director approves a plan that shows the grading or disturbance and the surveyed dripline of the existing trees.

---

### **SP-2011-00020. L & B Towing-Snows Business Park (Sign #101).**

1. Development of the use shall be in general accord with the Concept Plan entitled L&B Towing for SP201100020, prepared by Brian Tate and dated November 17, 2011, (hereinafter, the “Conceptual Plan”), as determined by the Director of Planning and the Zoning Administrator. To be in general accord with the plan, development shall reflect the following major elements essential to the design of the development:
  - location of the area for towed vehicles
  - location of additional parking
  - location of existing landscaping area

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

2. Landscaping shown in the concept plan shall be maintained in its current condition, unless authorized to change by the Zoning Administrator; and
3. Vehicles may be stored on-site for a period of time not to exceed sixty (60) days, unless directed by a law enforcement or state government agency to keep them longer than sixty (60) days.

---

### **SP-2011-00021. Verizon Wireless – Herring Property (Sign #49).**

1. Development and use shall be in general accord with the conceptual plan titled “I-64 West – Herring Property” prepared by Stuart P. Patterson and dated 8/30/2011 (hereafter “Conceptual Plan”), as determined by the Director of Planning and the Zoning Administrator. To be in accord with the Conceptual Plan, development and use shall reflect the following major elements within the development essential to the design of the development, as shown on the Conceptual Plan:
  - a. Height
  - b. Mounting type
  - c. Antenna type
  - d. Number of antennae
  - e. Distance above reference tree

- f. Color
- g. Location of ground equipment

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

---

**SP-2011-00023. Verizon Wireless/Hudson Property Tier III Personal Wireless Service Facility (Sign #38).**

- 1. Development and use shall be in general accord with the conceptual plan titled “Gold Eagle-Hudson Property” prepared by Clark Nexson and dated 8/30/11 (hereafter “Conceptual Plan”), as determined by the Director of Planning and the Zoning Administrator. To be in accord with the Conceptual Plan, development and use shall reflect the following major elements within the development essential to the design of the development, as shown on the Conceptual Plan:
  - a. Height
  - b. Mounting type
  - c. Antenna type
  - d. Number of antenna
  - e. Distance above reference tree
  - f. Color
  - g. Location of ground equipment

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

---

**SP-2011-00024. Verizon Wireless/Moyer Property Tier III Personal Wireless Service Facility (Sign #39).**

- 1. Development and use shall be in general accord with the conceptual plan titled “Nix Way- Moyer Property” prepared by Clark Nexson and dated 11/9/11 (hereafter “Conceptual Plan”), as determined by the Director of Planning and the Zoning Administrator. To be in accord with the Conceptual Plan, development and use shall reflect the following major elements within the development essential to the design of the development, as shown on the Conceptual Plan:
  - a. Height
  - b. Mounting type
  - c. Antenna type
  - d. Number of antenna
  - e. Distance above reference tree
  - f. Color
  - g. Location of ground equipment

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

---

**SP-2011-00028. NTELOS CV646 Commonwealth Ave. Tier III Personal Wireless Service Facility (Sign #46).**

- 1. Development and use shall be in general accord with the conceptual plan titled “Commonwealth CV646 Collocation on an Existing 100’ Self-Supported Tower” prepared by James A Bumgarner, Jr and dated 9/27/11 (hereafter “Conceptual Plan”), as determined by the Director of Planning and the Zoning Administrator. To be in accord with the Conceptual Plan, development and use shall reflect the following major elements within the development essential to the design of the development, as shown on the Conceptual Plan:
  - a. Height
  - b. Mounting type
  - c. Antenna type
  - d. Number of antenna
  - e. Color
  - f. Location of ground equipment and fencing

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

2. The following change must be made to the Conceptual Plan: The Conceptual Plan must be amended to provide a light fixture which is fully shielded and meets the definition of Full Cutoff Luminaire, "Any outdoor light fixture shielded in such a manner that all light emitted by the fixture, either directly from the lamp or indirectly from the fixture, is projected below the horizontal plane" as required by Chapter 18, Section 4.17.

---

**SP-2010-040. Keswick Lake (Signs #84&85).**

1. The applicant shall obtain approval from FEMA for changes to the floodplain, and update the FEMA maps;
2. The applicant shall obtain County Engineer approval of plans for the road, culvert, dam and spillways;
3. The applicant shall obtain Program Authority approval for an erosion and sediment control plan, and obtain a land disturbance permit according to the Water Protection Ordinance requirements, regardless of whether the project exceeds the minimum disturbance limits;
4. The applicant shall obtain all necessary federal and state agency approvals prior to construction (Army Corps of Engineers, Department of Environmental Quality, etc.); and
5. The applicant shall obtain Program Authority approval of a mitigation plan, and provide mitigation according to the Water Protection Ordinance.

## AGREEMENT

This Agreement is made by and between the County of Albemarle, a political subdivision of the Commonwealth of Virginia (the "County") and Claudius Crozet Park, Incorporated, a Virginia nonstock corporation ("CCP") and is dated as of January 12, 2012.

### Recitals

A. CCP is a charitable organization that is organized and operated for the following exempt purposes as stated in its Restatement of the Articles of Incorporation, dated January 9, 1984: "The purpose for which [CCP] is formed is charitable, to promote the health and well being and enhance the general social and cultural welfare of residents of the Community of Crozet and the surrounding area of Albemarle County, Virginia."

B. CCP owns certain property (including the improvements) known as Claudius Crozet Park, located on Park Road in Crozet, Virginia, identified as Parcel IDs 056A2-01-00-07200, 056A2-01-00-072A0 and 56A2-04-00-000A4 on the County tax maps (the "Park").

C. The Park is open to the public. In the Park there are playgrounds, sports fields, open spaces, a pool and a community center. CCP is improving the community center and the pool (the "Facility") at the Park. Renovations to the existing community center will allow for year round fitness equipment and classes, after school programming, camps and community space for healthy lifestyle workshops. The Facility will be a 43,500 square foot year round facility offering aquatics, recreation, fitness and community space for all ages. A removable pool dome will go over the pool in September of each year and come off in May.

D. CCP and Piedmont Family Young Men's Christian Association, Inc., a Virginia nonstock corporation, ("YMCA") wish to enter into a joint venture to operate and maintain the Facility and to conduct recreational programs at the Facility in furtherance of the exempt purposes of YMCA and CCP. The Facility improvements must be complete before the joint venture can begin. The Facility improvements and YMCA's presence at the Park through the joint venture will provide the necessary oversight and growth for CCP to move forward with building, improving and renovating basketball courts, tennis courts, a skate park and a perimeter trail at the Park.

E. CCP and the County entered into an agreement, dated March 25, 1997, in which CCP agreed to make land available within the Park for the County to develop recreational fields and facilities and in which CCP and the County agreed that the Park would in perpetuity be used only for park and recreational and community related entertainment activities for the benefit of the citizens of Crozet and the County.

F. In or around 2008, the County allocated in its budget two hundred thousand dollars for improvements to the Park. The County intended to build, improve and renovate basketball courts, tennis courts, a skate park and a perimeter trail at the Park. The County now believes that its resources will be better spent helping to improve, remodel and renovate the community center, with the understanding that CCP will complete the projects that the County would have done. Improving the community center first will enable the joint venture between YMCA and CCP to move forward and will provide the best foundation for the proper oversight and maintenance of additional facilities at the Park. It will also provide additional and needed supervised recreational opportunities for youth in the Crozet area. For the purposes permitted by section 15.2-953 of the Code of Virginia and Article IV, Section 16 of the Constitution of Virginia, the County will instead now contribute the two hundred thousand dollars to CCP to assist in the building, improvement and renovation of the community center.

### Agreement

1. Establishment of Fund. The County will contribute two hundred thousand dollars (US\$200,000) to CCP to establish the Community Building Fund (the "Fund"). The County will make the contribution to CCP by check on or before January 22, 2012.



1.1. Use of Fund. The Fund will be established by CCP upon transfer to and acceptance by CCP of the contribution. CCP shall use the entire principal and the income of the Fund for the purposes described below. The Fund will be held as a restricted asset of CCP, but not segregated as a separate trust. The principal and income of the Fund may be combined with other funds or accounts of CCP for investment purposes, provided that a separate accounting of principal and income is maintained. CCP shall use the Fund only in a manner consistent with its tax exempt purposes under section 501(c)(3) of the Internal Revenue Code.

1.2. Purpose of Fund. The purpose of the Fund is to assist CCP in the improvement, renovation and remodeling of the community center.

1.3. Return of Fund. If within twelve (12) months of the date of this Agreement, should the fulfillment of the purpose of this donation, as described above, become frustrated, burdensome, impossible, or impracticable (or if CCP is for some unforeseen reason unable to raise all of the funds it needs to renovate and improve the community center), then the Fund, including principal and income, shall be transferred back to the County to be used by the County for building, improving, remodeling or renovating basketball courts, tennis courts, skate parks and/or trails at the Park or to make such other improvements or renovations at the Park that CCP and the County deem appropriate and that are consistent with the exempt purposes of CCP. The money shall be returned to the County within thirty (30) days of a written request by the County requesting CCP to do so. Upon the refund of the amount of the Fund to the County, CCP shall have no further obligations under this Agreement.

2. Park Improvements. Before January 12, 2019, subject to the provisions of paragraph 3, CCP will build, improve, remodel or renovate basketball courts, tennis courts, skate parks, trails and/or such other improvements or renovations at the Park that CCP and the County's Director of Parks and Recreation deem appropriate and that are consistent with the exempt purposes of CCP (the "Park Improvements"). In the absence of agreement, improvements and renovations will be made in the following order: tennis courts, basketball courts, trails, skate park. CCP's commitment under this paragraph shall be limited to those improvements or renovations that would have a cost equal to two hundred thousand dollars (US\$200,000) if such projects were undertaken and completed by the County in calendar year 2012. The projects that could be completed by the County for such amount shall be determined through an objective process by the Office of Facilities Development and jointly agreed to by the County and CCP within sixty (60) days after the date of this Agreement. The cost will be determined as though the County itself had made the programmed improvements or renovations (including without limitation what the County would have spent on administration, labor and materials), and not at CCP's actual cost. The aggregate cost of all such improvements and renovations is hereafter called the "Improvement Costs".

3. Project Committee. CCP will establish a Project Committee, to act on its behalf, to oversee completion of the Park Improvements. The County will appoint a member of the Office of Facilities Development and a member of the Parks and Recreation Department to serve as members of the Project Committee. CCP will appoint the other member or members of the Project Committee. The Project Committee will act by majority vote, but CCP shall require that no decision of the Project Committee will be effective unless the County's appointees agree with the majority. The Project Committee will determine the specifications for the improvements or renovations and, if appropriate, request bids. Unless otherwise agreed to by the County, all work shall be performed pursuant to a contract with a licensed contractor who shall provide a performance bond to assure that the work is completed according to the specifications.

4. Potential Payment. On January 12, 2019, CCP shall pay to the County the difference, if any, (but not below zero) between two hundred thousand dollars and the Improvement Costs.

5. Termination of Obligation. CCP's obligation under paragraph 2 terminates, and CCP may disband the Project Committee, at the time the improvements required by paragraph 2 have been completed and the payment described in paragraph 4 is zero.

6. Binding Effect. This Agreement is binding on and shall inure to the benefit of CCP, its successors and assigns, and upon the County, its successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of

which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of both the County and CCP.

8. Severability. The provisions of this Agreement are not severable.

9. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

**Claudius Crozet Park, Incorporated**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Albemarle County, Virginia**

By: \_\_\_\_\_

Thomas C. Foley, County Executive

Date: \_\_\_\_\_