

## RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (this “**Agreement**”), dated as of \_\_\_\_\_, 2018, is executed by the **School Board of Albemarle County, Virginia**, with a mailing address 401 McIntire Road, Room 345, Charlottesville, Virginia 22902 (the “**Property Owner**”), and **the County of Albemarle, Virginia** (the “**County**”), with an address of 401 McIntire Road, Charlottesville, Virginia 22902.

### RECITALS

R-1. The Property Owner entered into a Real Property Deed of Lease Agreement with **Milestone Tower Limited Partnership - IV**, dated January 10th, 2019, for the purpose of leasing to Milestone Tower Limited Partnership - IV a portion of the Property Owner’s property located at 5941 Rockfish Gap Turnpike, Crozet, VA 22932, as more particularly described in the lease (the “**Site**”) for the purpose of constructing, maintaining, and operating a Personal Wireless Communications Facility.

R-2. **Milestone Tower Limited Partnership - IV** is required by those sections of the County Code governing erosion and sediment control and storm water management and water quality regulations to post a Water Protection Performance Bond with surety (the “**bond**”) in order to perform certain work (the “**Work**”) on the Site in accordance with the terms and conditions of Water Protection Ordinance Application No. WP0201800094 (the “**Plan**”) to prepare the leased premises for installation of the communications facility. The Property Owner will not be a principal on the bond as it will not be indemnified by **Milestone Tower Limited Partnership - IV** surety.

R-3. The Property Owner shall have no obligation to complete the Work and no financial obligation relating to the Plan or the Work. In the event of **Milestone Tower Limited Partnership - IV**’s default on its obligations under the Plan and the terms of the bond, or the termination of the lease prior to completion of the Work, then the County has certain rights, as described in the bond.

R-4. Should the County deem it necessary to require the surety to pay over all or a portion of the sum of the bond so that the County may perform, or hire others to perform, the Work, the County shall require a right to enter onto the Site for such purposes.

R-5. The Property Owner agrees to permit the County to enter the Site for the limited purpose of completing and inspecting the Work in fulfillment of the Plan.

NOW, THEREFORE, the Property Owner hereby agrees as follows:

1. **Access to Site and Property Owner's Consent.** The Property Owner grants to the County and its employees, agents, consultants, representatives, and independent contractors (collectively, the "**County Representatives**"), the right, but not the obligation, of ingress to, egress from, and access above and through, the Site for the purpose of inspections, planning, and performing the Work in accordance with the Plan. The County Representatives shall undertake all activities on the Site in compliance with all applicable laws and shall use reasonable efforts to minimize the extent and duration of any interference with Property Owner's operations on the Site. The Property Owner shall bear no responsibility for the cost of any such Work.

2. **Notice.** Except in cases of emergency, the County Representatives shall give Property Owner at least twenty four (24) hours advance notice, either orally (by telephone or in person) or by electronic message of a planned entry onto the Site.

3. **Termination.** This Agreement shall terminate automatically upon release of the bond by the County.

4. **Assignment; Third Party Beneficiaries.** Neither the entry of this Agreement or any action taken by the parties hereunder shall create any third party beneficiary or third party beneficiary rights.

IN WITNESS WHEREOF, the Property Owner has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

**PROPERTY OWNER:**

THE SCHOOL BOARD OF ALBEMARLE  
COUNTY, VIRGINIA, a body corporate and politic

By:

Its:

Date:

**Approved as to form:**

\_\_\_\_\_  
County Attorney

Date

