

LEASE AGREEMENT

Albemarle-Berkeley Pump Station Parcel
at Lambs Lane

THIS LEASE AGREEMENT (the “Lease”) dated as of this ____ day of _____, 2025 (the “Effective Date”), by and between RIVANNA WATER AND SEWER AUTHORITY, a body political and corporate created pursuant to the Virginia Water and Waste Authorities Act (the “Authority”), and COUNTY OF ALBEMARLE SCHOOL BOARD, a political subdivision of the Commonwealth of Virginia (the “School Board”).

WITNESSETH:

WHEREAS, the Authority desires to lease a certain portion of its real property in Albemarle County, Virginia, to the School Board, and the School Board desires to lease the same from the Authority, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein exchanged, the receipt and sufficiency of each of which is acknowledged by the parties, the Authority hereby leases unto the School Board and the School Board hereby leases from the Authority the real property more particularly described in Section 1 below on the following terms and conditions:

1. DESCRIPTION OF PREMISES. The Authority is the fee simple owner of a special lot containing approximately 0.1865 acres, shown and labeled as “Lot X” on that certain plat prepared by Draper Aden Associates entitled “Special Lot Subdivision for Albemarle-Berkeley Pump Station,” dated June 28, 2021, last revised September 9, 2021, which plat is attached hereto as Exhibit A, and which plat was also recorded in the aforesaid Clerk’s Office as Instrument Number 202200003250 (“Lot X”). Lot X is currently shown on the tax maps of Albemarle County, Virginia as a portion of Albemarle County Tax Map Parcel 06000-00-00-078A0. The portion of Lot X that is inside the boundaries of the fenced area shown and labeled as “Existing Pump Station 108 Lambs Lane” on Exhibit A (the “Pump Station Area”), includes the Albemarle-Berkeley Wastewater Pump Station, which the Authority owns and operates (the “Pump Station”). The Authority hereby leases to the School Board, and the School Board hereby leases from the Authority that portion of Parcel X excluding the Pump Station Area (the “Premises”).

2. LEASE TERM; TERMINATION. This Lease shall commence on the Effective Date and shall continue for an initial term of one (1) year. Unless terminated pursuant to the

provisions of this Lease, the term of this Lease shall automatically renew for consecutive renewal terms of one (1) year each. This Lease may only be terminated by either party upon reasonable notice, which shall require six (6) months' notice to the School Board to vacate the Premises, including by removing all Improvements (as the "Improvements" are defined in paragraph 9 herein), including, but not limited to, fencing and concrete from the Premises, and as further provided in paragraph 10 herein.

3. RENT. In lieu of rent, the School Board will be responsible for maintaining the Premises in their condition as improved, subject to the terms and conditions herein.

4. PERMITTED USE. The Premises shall be used by the School Board for shot put and discus facilities for high school track and field teams (the "Permitted Use"), and neither the Premises nor any part thereof shall be used at any time during the term of this Lease by the School Board for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than the Permitted Use. The School Board shall give the Authority prior written notice of the dates when the Premises will be used to host track and field meets, so that the Authority can make reasonable efforts to coordinate any maintenance activities on the Premises around the meets, which notices shall be delivered as soon as reasonably practical, and in any event no less than one week prior to any meet. The Authority's maintenance activities will generally occur during the hours of 7 am – 5 pm on weekdays. In the event that any track and field meets are rescheduled due to weather or other events, the School Board will promptly notify the Authority of such new dates as soon as possible to provide ample time for the Authority to reschedule maintenance activities as needed and when reasonably possible. Notwithstanding the Authority's reasonable efforts to coordinate maintenance activities to avoid conflicts with track meets at the Premises, the School Board acknowledges and agrees that there may be occasions when such coordination is not reasonably practical, and that in the event of a conflict, the Authority's work at the Pump Station or Premises shall take priority over the School Board's use of the Premises.

5. PARKING. There shall be no parking allowed on the Premises. The School Board, at its sole expense, shall install and maintain "No Parking" signs on the Premises, and shall enforce such prohibition.

6. ACCESS TO THE PREMISES. The Authority shall have the right to enter the Premises at all times for the purpose of accessing the Pump Station. In the event of an emergency, the Authority may immediately, without prior notice, shut down any activities on the

Premises necessary to perform work on the Pump Station. The Authority will nevertheless endeavor to promptly communicate such emergency actions to the School Board as reasonably practicable under the circumstances. In the event of a conflict, the Authority's scheduled or emergency work on the Pump Station or Premises shall take priority over the School Board's use of the Premises.

7. QUIET ENJOYMENT. On performing the covenants herein contained, the School Board shall peacefully and quietly have, hold, and enjoy the Premises during the term of this Lease.

8. REAL ESTATE TAXES. The Authority shall be responsible for the payment of all real estate taxes attributable to the Premises, excluding any portion that may be attributable to the Improvements.

9. IMPROVEMENTS. The School Board shall make all improvements necessary for the Permitted Use, which, except as provided herein, shall be substantially consistent with Sheet C4.3 of the site plan labeled "New Construction High School Center II" by Quinn Evans and Timmons Group, dated October 8, 2024, last revised February 21, 2025, and attached hereto as Exhibit B (the "Site Plan"), and which will include fencing and concrete, except that notwithstanding how the improvements are shown on the Site Plan, such improvements shall include a protective net and fence to prevent objects from entering the Pump Station Area, damaging the Pump Station, or injuring Authority staff or contractors (collectively, the "Improvements"). In addition, (i) the Improvements shall be designed and constructed so the protective net extends well above the height of the throwing facilities, the Authority's existing fence around the Pump Station Area, and any fences that are installed as part of the Improvements; and (ii) the protective net shall be collocated with the Authority's existing fence around the Pump Station Area and designed and installed to allow it to be lowered by the Authority during any emergency maintenance or crane activities at the Pump Station or at Lot X. The Improvements shall be designed and installed at the School Board's sole expense, and the coordination, oversight, maintenance, liability, and responsibility for the Improvements shall be the sole responsibility of the School Board. To the extent authorized by Virginia law, the School Board will indemnify, defend, and hold the Authority and its agents and employees harmless from any and all claims, actions at law, suits in equity, damages, costs of defense, liability, injury or loss of every kind and nature, whether relating to person or property, arising on or within the Premises, or incident to the School Board's management of the Premises or the Improvements.

This provision will survive termination of this Lease. Nothing herein may be deemed a waiver of either party's sovereign immunity, as may be applicable.

10. CONDITION OF THE PREMISES, ALTERATIONS AND MODIFICATIONS.

The School Board accepts the Premises "as is" and in their present condition as suited for the Permitted Use and the Improvements intended by the School Board. The School Board acknowledges that the Authority has no plans for, and shall have no obligation to install any odor control or architectural improvements within the Premises or within Lot X prior to the replacement of the Pump Station, which is tentatively planned to begin in the Authority's 2028 fiscal year. The School Board agrees to repair and maintain the Premises, all Improvements, and associated facilities and improvements, such as, without limitation, fences, roads, drainage ditches, and the like, all at the School Board's sole cost and expense. With the exception of the Improvements, the School Board shall not construct, install, remove or modify any other improvements (including without limitation, fences, roads and ditches) on or to the Premises or Lot X without the prior written approval of the Authority, which shall not be unreasonably withheld, and all such approved improvements or modifications shall be made at the expense of the School Board. The School Board agrees to return the Premises to the Authority upon the termination of this Lease in at least as good condition and repair as when received, natural wear and tear excepted, including by removing all Improvements and any other approved improvements and modifications. The School Board covenants and agrees to pay promptly when due the costs of all such repairs and approved improvements and modifications contracted for by the School Board and to keep the Premises free and clear of all liens or claims of liens for materials for labor used in the making of such repairs or approved improvements and modifications.

11. COMPREHENSIVE LIABILITY INSURANCE. At all times during the term of this Lease, the School Board shall procure and maintain, at the School Board's sole cost and expense, and with coverage limits and policy terms reasonably satisfactory to the Authority, a policy of comprehensive liability insurance for the School Board's operations and Improvements within the Premises, for any occurrence resulting in bodily or personal injury to or the death of one or more persons, and for damage to or loss of property, including the Pump Station and the Pump Station Area. The Authority shall be shown as an additional insured under any and all policies meeting the requirements of these provisions. The School Board shall also obtain the written agreement of each and every insurer that its insurance will not be cancelled or allowed to

lapse until after fifteen (15) days' written notice to the Authority. The School Board shall at all times provide the Authority with a certified copy of such insurance policies or a certificate of such insurance as shall be obtained by the School Board pursuant to the foregoing.

12. DEFAULT. If the School Board defaults for thirty (30) days after written notice thereof in performing any of the School Board's obligations hereunder, then, in any of said events, the Authority, at its option, may at once, or at any time within six (6) months thereafter (but only during continuance of such default or condition) terminate this Lease by written notice to the School Board. Upon notice of such termination by the Authority, the School Board shall have six (6) months to surrender possession of the Premises to the Authority and remove all Improvements therefrom; and the Authority shall have all rights and remedies available at law or in equity.

13. ASSIGNMENT AND SUBLETTING. The School Board shall not assign this Lease, or sublet or grant any concession or license to use the Premises or any part thereof. Any assignment, subletting, concession, or license shall be void and shall, at the Authority's option, terminate this Lease.

14. SUBORDINATION. This Lease shall be subject and subordinate to all underlying leases and security deeds which may now or hereafter affect this Lease or the real property for which the Premises form a part, and also to all renewals, modifications, extensions, consolidations and replacement of such underlying leases and security deeds. In confirmation of the subordination set forth herein, the School Board shall, at the request of the Authority or the holder of any underlying lease or security deed, execute and deliver such further instruments as may be desired by any holder of a security deed or by any lessor under any such underlying lease.

15. REMEDIES CUMULATIVE. The rights given to the Authority herein are in addition to, and not in lieu of, any rights that may be given to the Authority by any statute or otherwise.

16. HOLDING OVER. If the School Board remains in possession after expiration or earlier termination of the term hereof, with the Authority's acquiescence but without any written agreement between the parties, the School Board shall be a month-to-month tenant at the will of the Authority, and such tenancy shall be subject to all the provisions hereof. Nothing contained in this paragraph shall be construed as a consent by the Authority to any other type of tenancy by the School Board after the expiration of the term of this Lease.

17. NO WAIVER/AMENDMENTS/SEVERABILITY. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or other option in any other instance. This Lease can be amended or modified only in writing executed by both parties expressly stating that it seeks to modify this Lease. In the event any term or provision hereof is adjudicated to be void or unenforceable, the remaining terms and provisions shall, so far as is practical and consistent, remain in full force and effect.

18. NOTICE. Any notice by either party to the other shall be valid only if in writing and shall be deemed to be duly given only if delivered personally or sent by registered or certified mail addressed to the addresses below or at such other address for either party as that party may designate by notice to the other:

(a) If to the School Board:

Albemarle County Public Schools
Building Services Department
1180 Seminole Trail, Suite 170
Charlottesville, VA 22901

(b) If to the Authority:

Rivanna Water and Sewer Authority
Office of the Executive Director
695 Moores Creek Lane
Charlottesville, VA 22902

19. NO ESTATE IN LAND. The School Board has only a leasehold interest under this Lease, an interest which is subject neither to levy nor sale; no estate shall pass out of the Authority by virtue of this Lease.

20. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto and no representation, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

21. GOVERNING LAW. This Lease shall be governed by and construed under the laws of the Commonwealth of Virginia.

22. MEMORANDUM OF LEASE. The Parties agree to execute a Memorandum of Leases in substantially the form attached hereto as Exhibit C, and further agree that either Party may record such memorandum in the Clerk's Office of the County of Albemarle at its expense.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal in duplicate, as of the day and year first above written.

RIVANNA WATER AND SEWER AUTHORITY

By: _____(SEAL)
William I. Mawyer, Jr. P.E., Executive Director

COUNTY OF ALBEMARLE SCHOOL BOARD

By: _____(SEAL)
Its: _____

Exhibit A

NOTES

1. SOURCE OF MERIDIAN: VIRGINIA STATE PLANE, SOUTH ZONE (NAD83), BASED UPON GPS OBSERVATIONS BY DRAPER ADEN ASSOCIATES ON JUNE 16, 2021.
2. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE TITLE.
3. EXTERIOR PROPERTY LINES SHOWN HEREON ARE COMPILED FROM RECORD DOCUMENTS. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
4. LOT 'X' IS A SPECIAL LOT ESTABLISHED SOLELY FOR THE PURPOSES OF OPERATING, MAINTAINING AND CONSTRUCTING UTILITIES OWNED BY RIVANNA WATER AND SEWER AUTHORITY.
5. LOT 'Y' IS TO BE JOINED WITH AND BECOME A PART OF PARCEL 06000-00-00-078A0.
6. THE PROPERTIES SHOWN HEREON ARE LOCATED WITHIN FLOOD ZONE X BASED UPON A SCALED LOCATION ON FLOOD INSURANCE RATE MAP PANEL #51003C0260D WITH THE EFFECTIVE DATE OF FEBRUARY 4, 2005. THIS FLOOD DETERMINATION IS NOT A RECOMMENDATION BY DRAPER ADEN ASSOCIATES TO NOT PURCHASE OR PURCHASE FLOOD INSURANCE COVERAGE AND DOES NOT IMPLY THAT THE REFERENCED PROPERTY WILL OR WILL NOT BE FREE FROM FLOOD DAMAGE.
7. THE PROPERTIES SHOWN HEREON ARE LOCATED WITHIN THE IVY CREEK WATER SUPPLY WATERSHED.
8. THE PROPERTIES SHOWN HEREON ARE LOCATED WITHIN THE AIRPORT IMPACT AREA AND ENTRANCE CORRIDOR OVERLAY DISTRICTS.
9. THE PROPERTIES SHOWN HEREON ARE NOT LOCATED WITHIN AN AGRICULTURAL-FORESTAL DISTRICT.
10. THIS SURVEY WAS PREPARED FOR THE RIVANNA WATER AND SEWER AUTHORITY. DRAPER ADEN ASSOCIATES ASSUMES NO LIABILITY FOR REUSE OR MODIFICATION OF THIS DOCUMENT.
11. NO RESIDENTIAL BUILDINGS ARE TO BE CONSTRUCTED ON LOT 'X'.
12. PARCEL X IS ASSIGNED 0 DEVELOPMENT RIGHTS AND MAY NOT BE FURTHER DIVIDED. THE RESIDUE OF TAX MAP PARCEL 06000-00-00-078A0 IS RETAINING 5 DEVELOPMENT RIGHTS AND WHEN FURTHER DIVIDED IT SHALL NOT CONSIST OF MORE THAN 206.8765 ACRES.
13. NO GRAVES OR PLACES OF BURIAL ARE FOUND ON LOTS Y AND X.
14. THERE ARE NO STREAM BUFFERS TO BE MANAGED IN ACCORDANCE WITH THE ALBEMARLE COUNTY WATER PROTECTION ORDINANCE.
15. LOCATION AND DIMENSIONS OF THE BOUNDARY OF LOT CREATED IN DEED BOOK 546 AT PAGE 643 AS SHOWN HEREON IS AGREED UPON BY THE ALBEMARLE COUNTY SCHOOL BOARD AND THE RIVANNA WATER AND SEWER AUTHORITY.
16. UTILITIES SHOWN ARE BASED UPON SUE QUALITY LEVEL B, ASCE 38-02 FIELD DESIGNATION OF UNDERGROUND UTILITIES PERFORMED BY DRAPER ADEN ASSOCIATES AND MISS UTILITY, TICKET #B115800547, AND VISIBLE EVIDENCE IN CONJUNCTION WITH COMPILED RECORDS.
17. PROPOSED TEMPORARY ACCESS & CONSTRUCTION EASEMENT IS COMPRISED OF THE ENTIRETY OF LOT Y AND IS TO BE VACATED UPON COMPLETION OF PROPOSED NEW PUMP STATION ON LOT X.

ALBEMARLE COUNTY CODE

CHAPTER 18 - ZONING, ARTICLE I - GENERAL PROVISIONS, SECTION 2 - APPLICATION OF REGULATIONS
SEC. 2.1.7 - CREATION AND USE OF SPECIAL LOTS.

A SPECIAL LOT SHALL NOT BE SUBJECT TO THE REQUIREMENTS OF THIS CHAPTER FOR THE CREATION OF A LOT INCLUDING, BUT NOT LIMITED TO, THE BUILDING SITE REQUIREMENTS IN SECTION 4.2.1, THE FRONTAGE AND LOT WIDTH REQUIREMENTS IN SECTION 4.6.1, THE AREA AND BULK REGULATIONS OF THE ZONING DISTRICT IN WHICH THE SPECIAL LOT IS LOCATED AND, FOR SPECIAL LOTS IN THE RURAL AREAS ZONING DISTRICT, THE REQUIREMENT IN SECTION 10.3 THAT EACH LOT LESS THAN 21 ACRES IN SIZE HAVE A DEVELOPMENT RIGHT. A SPECIAL LOT SHALL BE SUBJECT TO THE REQUIREMENTS OF THIS CHAPTER PERTAINING TO THE USE OF THE SPECIAL LOT AND THE LOCATION OF A BUILDING, STRUCTURE, AND IMPROVEMENTS ON A SPECIAL LOT.

STATEMENT OF CONSENT

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND, IDENTIFIED AS PARCEL 06000-00-00-078A0 WITHIN ALBEMARLE COUNTY IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

AGENT, ALBEMARLE COUNTY SCHOOL BOARD

CERTIFICATE OF ACKNOWLEDGMENT

CITY/COUNTY OF _____
COMMONWEALTH OF VIRGINIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 20____ BY _____

NOTARY REGISTRATION NUMBER: _____

MY COMMISSION EXPIRES: _____

STATEMENT OF CONSENT

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND, IDENTIFIED AS THE RECTANGULAR PARCEL OF LAND CONVEYED IN DEED BOOK 546 AT PAGE 643, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

AGENT, RIVANNA WATER AND SEWER AUTHORITY DATE

CERTIFICATE OF ACKNOWLEDGMENT

CITY/COUNTY OF _____
COMMONWEALTH OF VIRGINIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 20____ BY _____

NOTARY REGISTRATION NUMBER:

MY COMMISSION EXPIRES: _____

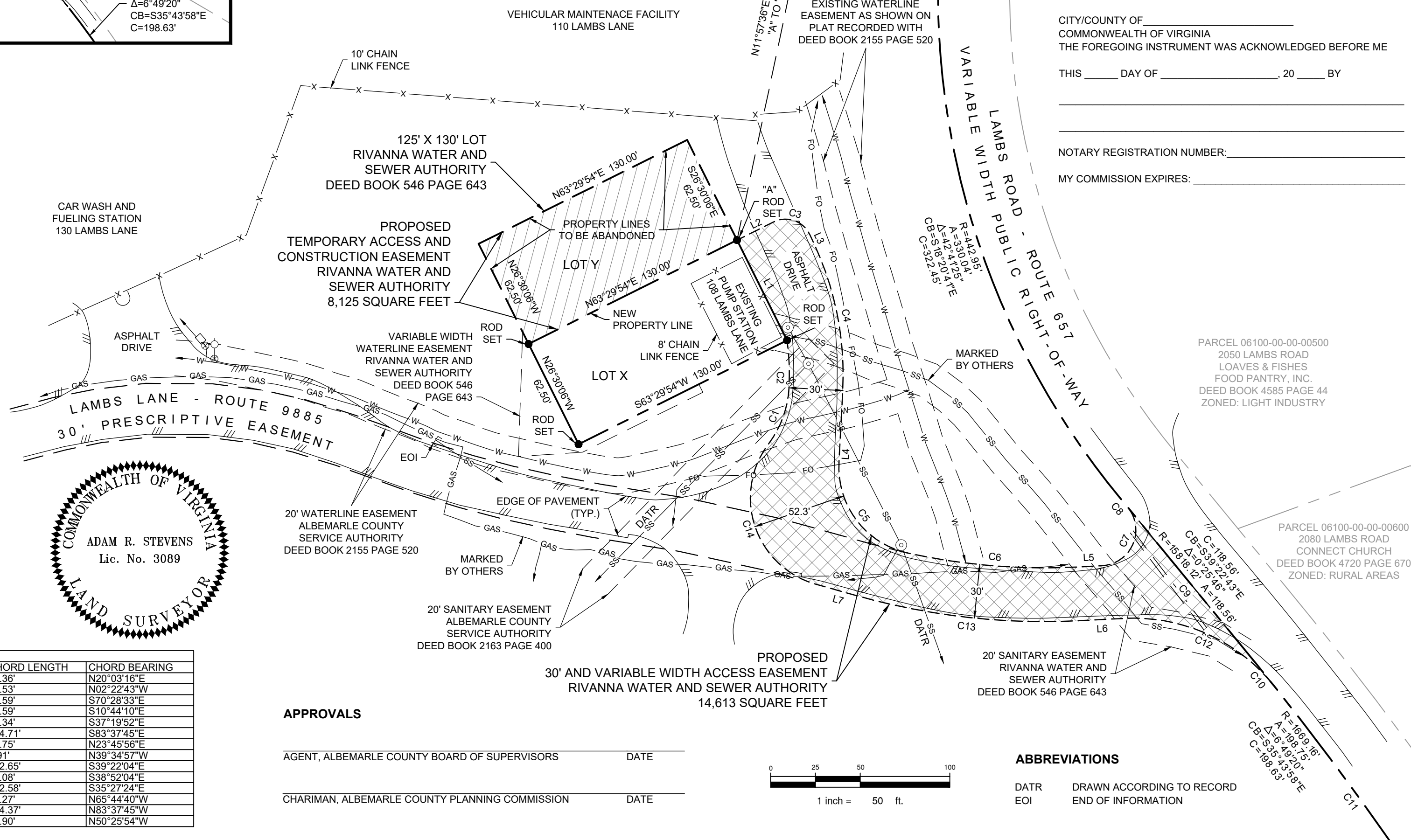
AREA SUMMARY

DB 546 PG 643 PARCEL	0.3730 ACRE
LESS LOT 'Y'	0.1865 ACRE
<u>LOT 'X' TOTAL</u>	<u>0.1865 ACRE</u>

06000-00-00-078A0	216.69 ACRES (RECORD)
PLUS LOT 'Y'	0.1865 ACRE
<u>06000-00-00-078A0 TOTAL</u>	<u>216.8765 ACRES</u>

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N26°30'06"W	62.50'
L2	N63°29'54"E	22.72'
L3	S24°26'59"E	7.42'
L4	S02°58'40"W	40.41'
L5	N87°06'11"E	14.08'
L6	S87°06'11"W	25.31'
L7	N74°21'42"W	24.37'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	56.80'	33.86'	34°09'13"	33.36'	N20°03'16"E
C2	142.08'	26.57'	10°42'45"	26.53'	N02°22'43"W
C3	15.00'	24.10'	92°03'07"	21.59'	S70°28'33"E
C4	172.08'	82.38'	27°25'39"	81.59'	S10°44'10"E
C5	48.95'	68.88'	80°37'04"	63.34'	S37°19'52"E
C6	356.15'	115.21'	18°32'07"	114.71'	S83°37'45"E
C7	20.00'	44.22'	126°40'30"	35.75'	N23°45'56"E
C8	15818.12'	5.91'	0°01'17"	5.91'	N39°34'57"W
C9	15818.12'	112.65'	0°24'29"	112.65'	S39°22'04"E
C10	1669.16'	16.08'	0°33'07"	16.08'	S38°52'04"E
C11	1669.16'	182.67'	6°16'13"	182.58'	S35°27'24"E
C12	100.00'	94.78'	54°18'18"	91.27'	N65°44'40"W
C13	386.15'	124.92'	18°32'07"	124.37'	N83°37'45"W
C14	80.00'	66.83'	47°51'36"	64.90'	N50°25'54"W



APPROVALS

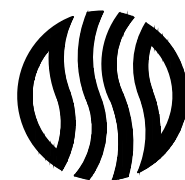
AGENT, ALBEMARLE COUNTY BOARD OF SUPERVISORS _____ DATE _____

CHARIMAN, ALBEMARLE COUNTY PLANNING COMMISSION

ABBREVIATIONS

DATR	DRAWN ACCORDING TO RECORD
EOI	END OF INFORMATION

Draper Aden Associates



Engineering • Surveying • Environmental Services

110 Avon Street
Charlottesville, VA 22902
434-295-0700 Fax: 434-295-2105
www.daa.com

- Richmond, VA
- Blacksburg, VA
- Hampton Roads, VA
- Raleigh, NC
- Fayetteville, NC
- Northern Virginia
- Virginia Beach, VA

**SPECIAL LOT SUBDIVISION FOR
ALBEMARLE-BERKELEY
PUMP STATION**

JACK JOUETT MAGISTERIAL DISTRICT, ALBEMARLE COUNTY
CHARLOTTESVILLE, VIRGINIA

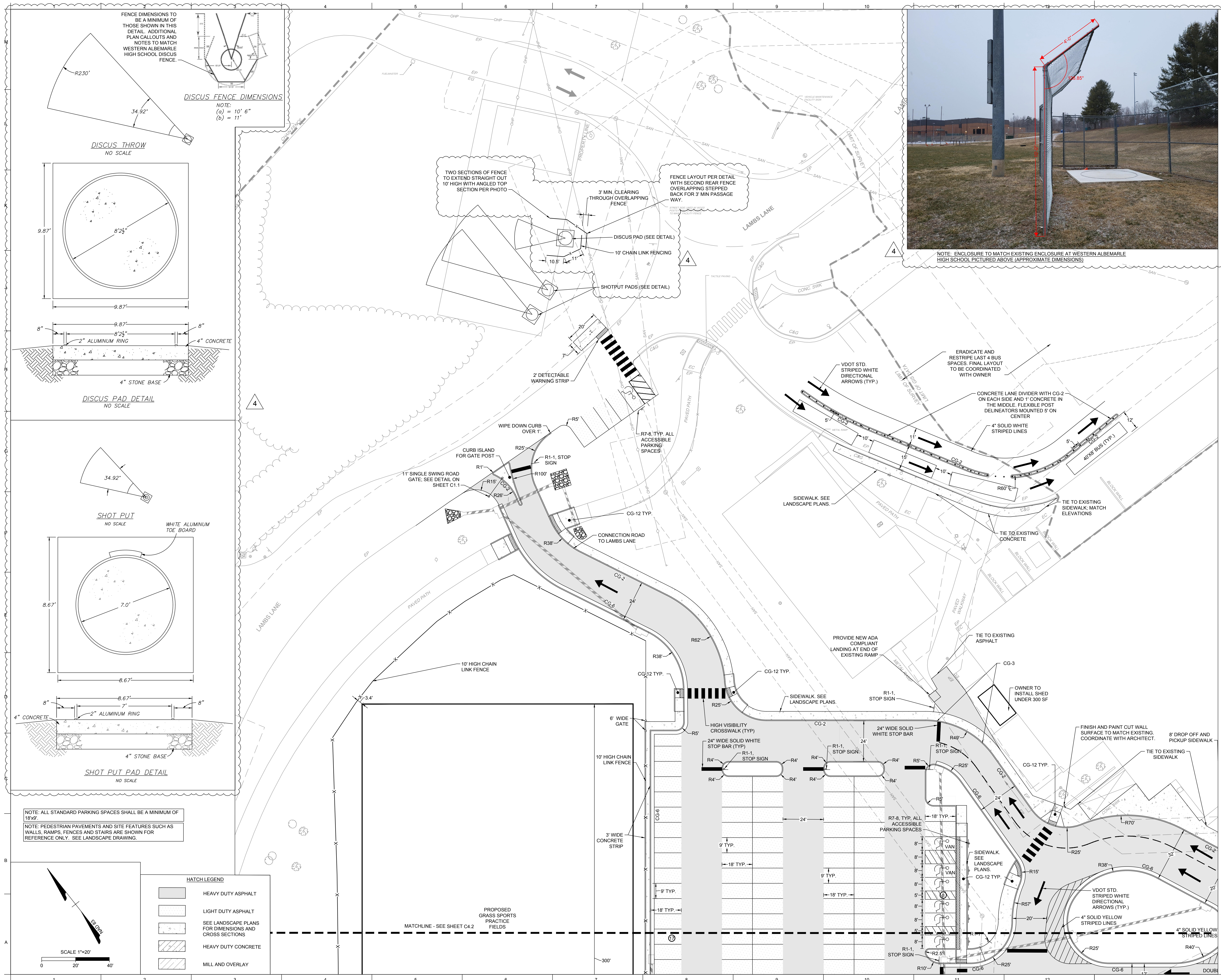
REVISIONS

1 07/26/2021
 RWSA COMMENTS
 2 08/27/2021
 RWSA COMMENTS
 3 09/09/2021
 RWSA COMMENTS

DESIGNED BY:	
DRAWN BY:	ARS
CHECKED BY:	CAS
SCALE:	1" = 50'
DATE:	06/28/2021
PROJECT NUMBER:	2101144

SHEET
1 OF 1

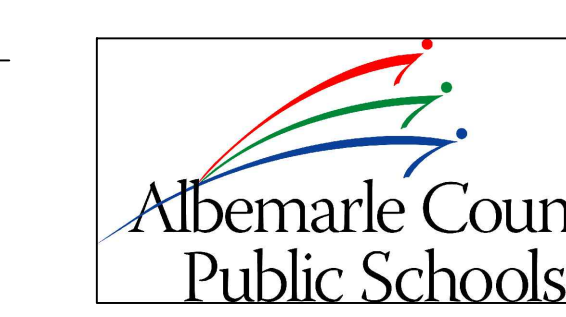
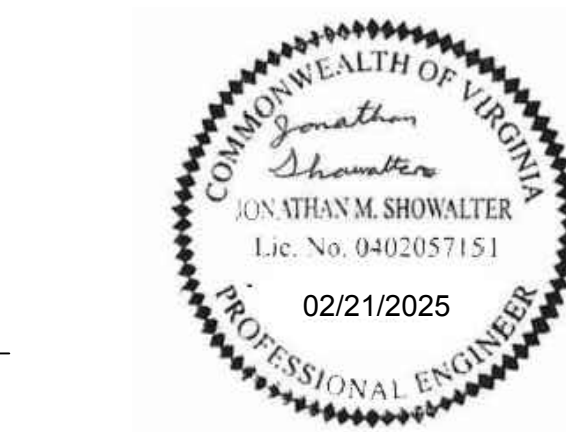
Exhibit B



**QUINN
EVANS**

1840 WEST BROAD STREET
SUITE 400
RICHMOND, VA 23220
v 804.788.4774

QUINNEVANS.COM



**NEW
CONSTRUCTION
HIGH SCHOOL
CENTER II**

IFB No. 2025-IFB-1007262
STATE PROJECT NO.
002-88-01-100

Albemarle County
Public Schools

2775 Hydraulic Rd,
Charlottesville, VA 22901

1	10/25/2024	ADDENDUM 2
2	10/29/2024	ADDENDUM 3
3	11/01/2024	ADDENDUM 4
4	02/21/2025	ASI 001 - SHOTPUT A DISCUS DETAILS

No.	Date	Description
PROJECT MANAGER:		DRAWN BY:
J. Showalter		S. Kirby/A. Fli...

QEA No.41911390

BID DOCUMENTS
10/08/2024

SITE PLAN

C4.3



EXHIBIT C

Form of Memorandum of Lease

Memorandum of Lease Albemarle-Berkeley Pump Station at Lambs Lane

Prepared by:
Valerie W. Long, Esq., VSB #42968
Williams Mullen
323 2nd St. SE, Suite 900
Charlottesville, VA 22902

Albemarle County TMP #60-78A (portion)

EXEMPT FROM RECORDATION TAXES UNDER SECTION 58.1-811E OF THE CODE OF VIRGINIA (1950) AS AMENDED

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this “Memorandum”) is made as of the _____ day of _____, 2025, by and among the **RIVANNA WATER AND SEWER AUTHORITY**, a body corporate and politic created pursuant to the “Virginia Water and Waste Authorities Act” (“Landlord” or the “Authority,” and “Grantee” for indexing purposes), with offices at 695 Moores Creek Lane, Charlottesville, VA 22902, and the **COUNTY OF ALBEMARLE SCHOOL BOARD**, a political subdivision of the Commonwealth of Virginia (“Tenant” or “School Board,” and “Grantee” for indexing purposes), with offices at 401 McIntire Road, Charlottesville, VA 22902.

1. **Lease:** The Authority and the School Board are parties to that certain Lease entitled “LEASE AGREEMENT Albemarle-Berkeley Pump Station Parcel at Lambs Lane dated _____, 2025” (the “Lease”).

2. **Description of Premises:** The “Premises” is located in Albemarle County, Virginia, contain approximately 0.1865 acres, shown and labeled as “Lot X” on that certain plat prepared by Draper Aden Associates entitled “Special Lot Subdivision for Albemarle-Berkeley Pump Station,” dated June 28, 2021, last revised **September 9, 2021**, which plat is attached hereto as Exhibit A.

3. **Date of Commencement and Term:** The term of the Lease commenced on _____, 2025 and shall continue for an initial term of one (1) year. Unless terminated pursuant to the provisions of the Lease, the term of the Lease shall automatically renew for consecutive renewal terms of one (1) year each. Any termination requires notice at least six (6) months’ advance notice.

4. **Counterparts.** This Memorandum of Lease may be executed in counterparts and all such executed counterparts shall constitute one instrument, binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

5. **Purpose.** The Parties have entered into this Memorandum of Lease for informational purposes only in order that third parties may have notice of the existence of the Lease and some of its specific provisions. This Memorandum of Lease is not a complete summary of the Lease, and is not intended to amend, modify, or otherwise change the terms and conditions of either. Provisions in this Memorandum shall not be used in interpreting the provisions of the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Upon the expiration or sooner termination of the Lease this Memorandum shall automatically become null and void, released and discharged, and of no further force and effect.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives, following below:

LANDLORD:

RIVANNA WATER AND SEWER AUTHORITY

By: _____
William I. Mawyer, Jr., P.E., Executive Director

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that such person signed the foregoing document in the capacity indicated: William I. Mawyer, Jr., P.E. as Executive Director of Rivanna Water and Sewer Authority.

Date: _____, 2025

Signature of Notary Public

Notary Printed Name

My Commission Expires: _____

(Official Seal)

TENANT:

COUNTY OF ALBEMARLE SCHOOL BOARD

By: _____

Printed Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that such person signed the foregoing document in the capacity indicated: _____ as _____ of the County of Albemarle School Board.

Date: _____, 2025

Signature of Notary Public

Notary Printed Name

My Commission Expires: _____

(Official Seal)