

SOUTHERN ALBEMARLE CONVENIENCE CENTER

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “License”), dated _____, 2025, is between the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (the “County”), and **RIVANNA SOLID WASTE AUTHORITY**, a body politic and corporate formed under the Virginia Water and Waste Authorities Act (the “Authority”), recites and provides:

RECITALS

A. On November 20, 1990, the City of Charlottesville (the “City”) and the County entered into a certain Solid Waste Organizational Agreement, which agreement was made as of November 5, 1990 (the “Organizational Agreement”) for the purposes of forming the Authority to provide all waste disposal services, including recycling programs, for waste collected within the City and County

B. Pursuant to Section 4.3 of the Organizational Agreement, the County determined the need to offer expanded recycling and refuse collection services at strategic locations (“Convenience Centers”) throughout Albemarle County in support of the County’s Climate Action Plan and its goal of Sustainable Materials Management, and the County requested the Authority to manage the design and construction of, and thereafter operate, a Convenience Center to serve the southern portion of Albemarle County, and the Authority agreed to provide such services.

C. The County and the Authority worked collaboratively on the Authority’s design and construction of the Southern Albemarle Convenience Center (the “Southern Albemarle Convenience Center,” or the “SACC”), which provides recycling and household trash facilitates for the use of the general public on land owned by the County located at 6269 Esmont Road in Keene.

D. The SACC opened in June, 2023, and the Authority operates the SACC on behalf of the County at the sole cost of the County.

E. The parties now desire to enter into a license agreement to clarify the boundaries of and clarify the rights and obligations of the parties regarding the property upon which the SACC is located and operated by the Authority.

NOW, THEREFORE, pursuant to the recitals contained herein and in consideration of the mutual agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject Property. The County hereby grants to the Authority, and the Authority hereby accepts from the County, for the term and upon the terms and conditions hereinafter set forth, a license to occupy and use real property containing approximately 2.416 acres (the “Subject Property” as further described herein), comprising a portion of that certain parcel of land owned by the County containing approximately seven (7) acres, located in the Samuel Miller Magisterial District, having an address of 6269 Esmont Road in Keene, and identified on the current tax maps of the County as parcel 12100-00-00-082A2 (the “Land”). The Land is shown on a plat prepared by Draper Aden Associates entitled “Southern Albemarle Convenience Center, Plat Showing the Location of a SWM Forest and Open Space Easement to be Acquired through the Property of the County of Albemarle, Parcel ID: 121-82A2, County of Albemarle, Virginia,” dated September 15, 2022, and recorded with a Certificate of Plat on October 21, 2022 in the Clerk’s Office of the Circuit Court of Albemarle County, Virginia as Instrument No. 202200012153 (the “Plat”), a copy of which Plat is attached hereto for reference and convenience. Two portions of the Land, containing 1.364 acres and 3.220 acres

individually, and 4.584 acres in the aggregate, are shown on the Plat as “SWM Forest and Open Space Easement” (the “Easement Area”). The Subject Property comprises the 2.416 acres of the Land that is located outside the boundary of the Easement Area.

2. Term. The initial one-year term of this License is deemed to have commenced on July 27, 2022, the date that the Authority commenced construction of the SACC. Thereafter, unless earlier terminated pursuant to its terms, this License will automatically renew for successive one-year terms (collectively with the initial term, the “Term”) and will continue for so long as the County desires for the Authority to operate the SACC and continues to fund the Authority’s expenses in operating the SACC (the “Operating Expenses”).

3. Operation and Maintenance. Subject always to the County’s financial support and payment of the Authority’s Operating Expenses, the Authority will at its own cost and expense during the term of this License use the Subject Property to operate the SACC and must maintain and keep the Subject Property and all improvements, equipment, and facilities located therein (collectively, the “Facilities”) in a reasonably safe, clean, and attractive condition, and as required by applicable laws, ordinances, regulations, and policies, including any rules and regulations the Authority may adopt from time to time for operation of Convenience Centers. The County has no obligation to operate or maintain the SACC or the Subject Property, and the Authority has no obligation or right to maintain the Easement Area, nor any right to enter the Easement Area without the express written permission of the County.

4. Reimbursement of Operating Expenses. No rent is owed by the Authority to the County in connection with this License or the Subject Property. In lieu of paying rent to the County, the Authority operates the SACC on behalf of the County using funds specifically allocated for the Operating Expenses of the SACC from the Authority’s budget, which funds are provided by the County to the Authority pursuant to Section 4.3 of the Organizational Agreement.

5. Ownership of Improvements, Equipment, & Facilities. All improvements, equipment, and facilities located on the Subject Property will be and remain the property of the Authority.

6. Utilities. The Authority will pay when due all expenses incurred for utilities provided to the Subject Property, such as telephone, electricity, and any other applicable utility services, which expenses constitute part of the Operating Expenses.

7. Real Property Taxes. Because the SACC is a public use conducted and maintained by a governmental entity, the use is non-taxable, and no real property taxes will be imposed against the Subject Property.

8. Insurance. During the term, the Authority must maintain and keep in force as part of its Operating Expenses insurance coverage at the levels or in such amounts as the Authority may reasonably determine to be appropriate. The policy or policies must name the County as an additional insured and provide that the insurance thereunder may not be cancelled without thirty (30) days prior written notice thereof to the County. The Authority will not be liable for any claims arising out of the operation of the SACC that exceed the applicable insurance coverage limits, provided that nothing herein is a waiver of the County’s sovereign immunity. The Authority has no obligation to maintain insurance over the Easement Area and has no liability for any personal injury or property damage occurring within the Easement Area, without exception.

9. Assignments; Subordination. The Authority will not transfer or assign this License or let or sublet the whole or any part of the Subject Property without the prior written consent of the County Executive of Albemarle County, which consent may not be unreasonably withheld, delayed, or conditioned. The County will not transfer, assign, or otherwise encumber in any way any or all of its interest in the Subject Property or any or all of its rights under this

License at any time without the prior written consent of the Authority, which consent may not be unreasonably withheld, delayed, or conditioned.

10. Rights of the County Upon Authority Default. Any of the following will be deemed a default by the Authority and a breach of this License: (a) a default by the Authority in the performance of any provision, covenant, or condition of this License, and (b) any abandonment, desertion, or vacation of the Subject Property by the Authority. In the event of any such default by the Authority and the failure of the Authority to cure such default within sixty (60) days after written notice thereof by the County (unless such default is of a type that is not reasonably capable of being cured within such sixty (60) day period, such period will be extended for so long as required for such cure, provided the Authority is making diligent efforts to complete such cure), the County and its agents may reenter and resume possession of the Subject Property and terminate this License.

11. Termination and Reconciliation of Operating Expenses. Either party may terminate this License upon twelve (12) months advance written notice. In such event, the Term will expire on the date that is twelve (12) months after such notice. Prior to the expiration of the Term, the County will pay the Authority for any portion of Operating Expenses that have not yet been paid to the Authority by the County, and for all Operating Expenses incurred or estimated by the Authority to be incurred as part of the Authority's closure of the SACC, including the removal of all Facilities from the Subject Property, unless the County specifies that all or any portion of the Facilities should remain on the Subject Property following expiration of the License. The Authority must within two (2) years after the expiration of the Term complete the removal of the Facilities from the Subject Property except for any Facilities that the County has directed to remain at the Subject Property.

12. Miscellaneous.

a. Entire Agreement. This License constitutes the entire agreement between the parties and may not be modified except by written instrument executed by both the County and the Authority.

b. Governing Law. This License will be construed and governed by the laws of the Commonwealth of Virginia.

c. Binding nature. This License will be binding upon and inure to the benefit of the representatives, successors, permitted sublessees, and permitted assigns of the parties.

d. Headings. Headings have been inserted solely as a matter of convenience and do not define or limit the scope of any of the provisions contained therein.

e. No Holdover. Upon termination of this License, the Authority must deliver possession of the Subject Property to the County subject to the terms of this License.

f. Quiet Possession. If the Authority is not in default under the terms of this License, the Authority will have the quiet possession and enjoyment of the Subject Property during the term of this License.

g. Execution in Counterparts. This License may be executed in any number of duplicate originals or counterparts, all of which constitute a single agreement.

h. No Waiver. No delay or omission by any party hereto to exercise any right or power accruing upon any noncompliance or default by any party with respect to any of the terms of this License will impair any such right

or power nor be construed to be a waiver thereof, except as may be otherwise herein provided. A waiver by any party hereto of any covenant, condition, or agreement to be performed by the other party hereto must be in writing and will not be a waiver of any succeeding breach thereof or any other covenant, condition, or agreement herein contained.

i. Memorandum of License. The Authority will not record this License without the written consent of the County, however, upon the request of either party hereto, the other party will join in the execution of a Memorandum of this License for the purpose of recordation. The memorandum or short form of this License will name the parties, describe the Subject Property, set forth the term of this License, and include any other provisions required by Section 55.1-1601 of the Code of Virginia, and incorporate this License by reference.

13. Notice. Any notice provided for or permitted by this License must be in writing and sent to the following addresses:

To the County:

Office of the County Executive
Albemarle County
401 McIntire Road
Charlottesville, VA 22902

To the Authority:

Office of the Executive Director
Rivanna Solid Waste Authority
695 Moores Creek Lane
Charlottesville, VA 22902

Any party may at any time designate by written notice to the other a change of address for notices. All notices, demands and requests that are addressed as provided above and are (i) hand-delivered, (ii) deposited in the United States mail, certified, postage prepaid, return receipt requested, or (iii) accepted for overnight delivery by any reputable, national overnight courier, such as, for example, Federal Express, or Express Mail, delivery charges prepaid or with delivery not conditioned upon payment of charges, will be deemed to have been given for all purposes hereunder at the time such notice, demand or request was hand delivered, deposited in the United States mail, or accepted for delivery by the applicable overnight delivery service, each as applicable.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

Signature page to License

WITNESS the following signatures.

COUNTY OF ALBEMARLE VIRGINIA

By: _____
Jeffrey B. Richardson, County Executive

Approved as to form:

Albemarle County Attorney

RIVANNA SOLID WASTE AUTHORITY

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

Exhibit A:

Attach Plat prepared by Draper Aden Associates entitled “Southern Albemarle Convenience Center, Plat Showing the Location of a SWM Forest and Open Space Easement to be Acquired through the Property of the County of Albemarle, Parcel ID: 121-82A2, County of Albemarle, Virginia,” dated September 15, 2022, and recorded with a Certificate of Plat on October 21, 2022 in the Clerk’s Office of the Circuit Court of Albemarle County, Virginia as Instrument No. 202200012153.