CROZET PARK AGREEMENT
and
RESTRICTIVE COVENANT

THIS AGREEMENT made this 25 day of March, 1997, by and between CLAUDIUS CROZET PARK, INC., a Virginia non-profit corporation (hereafter the "Crozet Park") and the COUNTY OF ALBEMARLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereafter the "County").

WHEREAS, Crozet Park is the owner of all those two tracts or parcels of land, with improvements thereon and appurtenances thereto, known as Claudius Crozet Park, (hereafter "Park") designated as Parcel A1 and B1, containing 22.396 acres, as shown on a plat made by Kirk Hughes and Associates, dated March 15, 1996, and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1536, page 408. The Park is the same property in all respects previously designated as Parcel A, containing 8.81 acres, more or less, and Parcel B containing 13.62 acres, more or less, as shown on plat of John McNair & Associates, dated August 24, 1958, revised December 4, 1975, and recorded in the Clerk's Office of the Circuit Court of Albemarle County in Deed Book 587, page 55 and is the same property in all respects conveyed to Claudius Crozet Park, Inc.. by deed of Dabney N. Sandridge, et al., dated September 23, 1958 and recorded in the aforesaid Clerk's Office in Deed Book 343, page 381. Crozet Park presently operates a park on Parcels A1 and B1 for the benefit of the residents of the community of Crozet and the surrounding area of Albemarle County, Virginia; and

WHEREAS, Crozet Park and the County entered into an Agreement dated November 6, 1985 in which Crozet Park placed a restrictive covenant on what was then designated Parcel B restricting use of said Parcel B to recreational and public purposes and the County agreed to make recreational improvements to the Park and assist in the maintenance of the Park; and

WHEREAS, the County has agreed to contribute $200,000 to the construction of a new swimming facility and to further plan for the funding and construction of additional facilities at the Park; and

WHEREAS, Crozet Park and the County now agree that the entire Park should in perpetuity be used only for park and recreational and community related entertainment activities for the benefit of the citizens of the community of Crozet and Albemarle County, Virginia; and

WHEREAS, Crozet Park and the County have reached further agreement for cooperative use and participation in the future of the Park.

NOW THEREFORE, in consideration of the above stated premises and for valuable consideration Crozet Park and the County agree as follows:

1. The Park, consisting of both Parcel A1 and Parcel B1 shall in perpetuity be used only for park and recreational purposes which may include any lawful activities such as festivals, carnivals, concerts, celebrations, and other community related entertainment uses that have historically been allowed at the Park and shall be open for public use unless the County and Crozet Park jointly agree otherwise. This restrictive covenant shall run with the land for the benefit of the citizens of the community of Crozet and Albemarle County, Virginia, and shall be enforceable on their behalf by the Albemarle Board of County Supervisors.

2. The County will contribute a total of $200,000 to Crozet Park to be used solely for the construction of a new swimming facility.

3. The County will assist in the maintenance of the Park and in the mowing and trimming of the Park grounds.

4. Crozet Park shall make land available in the Park for additional recreational fields and facilities to be developed by the County to help meet the recreational needs of the Crozet Community and the citizens of the County. The development of the fields and facilities shall be determined by the County Parks and Recreation Department in consultation with the Crozet Park Board and subject to final approval by the Albemarle Board of County Supervisors. The fields and facilities shall be developed in general accord with the plan titled *Claudius Crozet Park: Field Study* dated May 15, 1996, and attached hereto as Exhibit "A", unless otherwise agreed to by Crozet Park and the County.

5. Crozet Park shall make the Park available free of charge for the County's summer playground program. The program will be allowed to operate for up to an eight week period during the months of June, July and August of each year. During such period the program will be allowed to operate between the hours of 8:00 a.m. and 5:00 p.m. on a schedule determined by the County Parks and Recreation Department. Facilities available to the program shall include the main building, identified on Attachment "A", and all outdoor fields and facilities exclusive of the swimming pool.

6. Crozet Park shall make its swimming facilities available for use by the County summer playground program at a reduced entry fee. The price per participant in the playground program for group visits shall not exceed 59% of the regular daily admission charge for children ages 6 to 11. Playground program participants who have a Park season pass to the pool will not be charged an additional entry fee. County summer playground employees and persons acting in a supervisory capacity for the summer playground program will be admitted free of charge.

7. Crozet Park shall give free or reduced priced entry scholarships for the swimming facilities to families and individuals certified by the County Department of Social Services using the same criteria used for free and reduced County park passes. Initially, scholarships shall be equal to five percent of the total value of Park membership fees. Crozet Park will consider increasing this percentage in the future as its revenues grow.

8. Crozet Park shall make the swimming facilities available for use by the County Parks and Recreation Department if such use does not conflict with the regular pool hours, programs and maintenance of the facilities by Crozet Park. Such use shall be coordinated between the County Parks and Recreation Department and the Crozet Park Board. The charge for such use, if any, shall be limited solely to cover any incurred operating costs that result from the use. Future uses may include, but shall not be limited to, a water aerobics class for senior citizens and a therapeutic recreation class.

9. Crozet Park agrees that it shall assure that prior to or at such time as it ceases to exist as a legal entity all legal interests and fee simple title to the Park, including all improvements thereto, shall be transferred to the County by Crozet Park or its successors in interest at no cost to the County upon the County's request.

10. Crozet Park hereby gives the County a right of first refusal to purchase the Park, or any part thereof, before the Park, or any part thereof, may be offered for sale. Notice of such proposed sale shall be given by certified mail to the County Executive and shall include a copy of this Agreement. The County may purchase the Park, or any part thereof, offered for sale for $1.00. The $1.00 shall constitute full and fair consideration for the purchase in light of the contributions made by the County to the park prior to the exercise of this right of first refusal. Such right of first refusal must be exercised by the County within ninety days of receipt of the notice by the County Executive.

11. All contributions, payments, and obligations of the County shall be subject to and contingent upon the annual appropriation of funds by the Albemarle County Board of Supervisors.

12. This Agreement shall be valid for a period of twenty years from the date of its execution by the parties hereto, unless Crozet Park and the County agree otherwise in writing. The Agreement shall be automatically renewed for consecutive periods of twenty years unless the County notifies Crozet Park in writing of its intent to terminate the Agreement at least 90 days prior to the expiration date of the Agreement or any future Agreement as provided herein.

13. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, personal representatives, and successors in interest of the parties.

14. This Agreement represents the entire understanding between the parties and there are no collateral or oral agreements or understandings, and this Agreement shall not be modified unless in writing of equal formality signed by both parties.

15. This Agreement shall be construed according to the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day first above written.

CLAUDIUS CROZET PARK, INC.

Danny Denton (Seal)

President

COUNTY OF ALBEMARLE, VIRGINIA
Agreed to and Accepted

Robert W. Tucker, Jr. (Seal)

ROBERT W. TUCKER, JR.
COUNTY EXECUTIVE

Approved as to form:

County Attorney

STATE OF VIRGINIA
COUNTY OF ALBEMARLE:

The foregoing *Crozet Park Agreement* was acknowledged before me this 19 day of March, 1997, by Danny Denton on behalf of Claudius Crozet Park, Inc.

Mary A. B. Yoder
Notary Public

My Commission Expires:

January 31, 2000

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 trial 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.

[signatures on following page]

Claudius Crozet Park, Incorporated

By: _____

Its: _____

Date: _____

Albemarle County, Virginia

By: _____
Thomas C. Foley, County Executive

Date: _____

Crozet Park Project Committee Allocations

In accordance with Article 2 of the January 12, 2012 agreement by and between the County of Albemarle and Claudius Crozet Park, Inc., the Project Committee does hereby approve the following tasks and 2012 cost allocations for capital improvements to Claudius Crozet Park. These improvements, as stipulated in the agreement, are to be provided by Claudius Crozet Park, Inc. on or before January 12, 2019.

1) Two adult tennis courts, meeting USTA standards, to replace existing basketball courts/parking lot.
   Cost allocation: $100,000
2) One 60 FT x 90 FT concrete basketball court.
   Cost allocation: $ 50,000
3) Six foot wide stone dust perimeter trail, approximate length 3,900 feet.
   Cost allocation: $ 50,000 (estimated total cost for perimeter trail is $100,000)

It is further stipulated herein that these cost allocations are understood to be based on a 2012 budget developed by the Project Committee. It is expected that CCP, Inc. shall provide $200,000 of value toward improvements to include a minimum of these three projects, or any other improvements mutually agreed by the parties.

Acknowledged herein by the Project Committee:

Robert A. Mappi, President — 12/20/2012
Claudius Crozet Park, Inc. — **Date**

Robert W. Crickenberger — 12/21/2012
Albemarle County Parks and Recreation — **Date**

Neal T. Kluge — 1/2/13
Albemarle County Office of Facilities Development — **Date**