

SUGAR HOLLOW RESERVOIR

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (this “Lease”) is made as of the _____ day of _____, 2026, by and between the **CITY OF CHARLOTTESVILLE**, a municipal corporation (the “City”), and **RIVANNA WATER AND SEWER AUTHORITY** (“Rivanna”) a body corporate and politic created pursuant to the “Virginia Water and Waste Authorities Act” (§ 15.2-5100 of the Code of Virginia, 1950, as amended).

WITNESSETH:

WHEREAS, pursuant to a Four-Party Agreement dated June 12, 1973, by and between the City of Charlottesville, Virginia, the Albemarle County Service Authority, the County of Albemarle, Virginia (the “County”), and Rivanna (the “Four-Party Agreement”), the parties therein agreed that the City would own and retain certain real property including the Sugar Hollow Reservoir, the two Ragged Mountain Reservoirs, and the South Rivanna Reservoir (collectively, the “Reservoirs”), including the real property adjacent to and surrounding such Reservoirs; and

WHEREAS, the Four-Party Agreement further provided that the City agreed to lease to Rivanna all water rights in and to the Reservoirs, including the right to maintain and operate all impoundment and pumping facilities, and the right to withdraw all water that may be available; and

WHEREAS, the Four-Party Agreement further provided that Rivanna will undertake to maintain all dams and other facilities at the Reservoirs for the production of water but shall not be required to maintain areas at such Reservoirs used for municipal purposes; and

WHEREAS, pursuant to the terms of the Four-Party Agreement, the City and Rivanna entered into a Deed and Bill of Sale dated June 13, 1983, which Deed and Bill of Sale is recorded in the Clerk’s Office of the City of Charlottesville in Deed Book 438, page 854, and in the Clerk’s Office of the County of Albemarle in Deed Book 768, page 277 (the “1983 Deed and Bill of Sale”), wherein the City in paragraph V. therein leased to Rivanna for as long as the Four-Party Agreement remains in effect, all water rights in and to the Reservoirs, including the rights to maintain and operate all impoundment and pumping facilities, and to withdraw all water that may be available. The 1983 Deed and Bill of Sale further provided that as specified in the Four-Party Agreement, Rivanna will maintain all dams and water production facilities at such Reservoirs, but will not be required to maintain areas at the Reservoirs used for other municipal purposes; and

WHEREAS, the 1983 Deed and Bill of Sale conveyed lease rights in and to the Reservoirs, but not specifically lease rights in the City’s real property bordering on and surrounding the Reservoirs; and

WHEREAS, further pursuant to the Four-Party Agreement, the City and Rivanna entered into a Lease dated August 18, 1986, wherein the City leased to Rivanna its real property bordering on and surrounding the Reservoirs (the “1986 Lease”) for purposes of maintenance and security control of the Reservoirs; and

WHEREAS, the parties hereto desire to amend and restate the terms of the 1986 Lease with regard to the Sugar Hollow Reservoir to clarify and amend the precise boundaries of the land that is to be subject to this Lease, including the land comprising the Sugar Hollow Reservoir and the land bordering on and surrounding the Sugar Hollow Reservoir, and to make certain other changes in connection therewith; and

NOW THEREFORE, in consideration of the mutual benefits hereunder and the premises contained herein, the parties hereby enter into this Lease to amend and restate the 1986 Lease in its entirety as follows:

1) Sugar Hollow Reservoir Leased Property. The City is fee simple owner of the two parcels of real property located in the County of Albemarle and identified on the current tax maps thereof as tax map parcel 24-1, containing approximately 169.164 acres, and tax map parcel 25-7 containing approximately 726.443 acres, as shown on that certain boundary survey entitled “Boundary Survey Tax Parcels 24-1 and 25-7, Sugar Hollow, Albemarle County, Virginia,” prepared by TRC Engineers, Inc., dated May 21, 2024, which Boundary Survey was recorded with a Deed of Confirmation by the City recorded in the Clerk’s Office of Albemarle County, Virginia as Instrument Number 202400007616 (the “City Property”). The parties hereby agree that as of the date of this Lease, the property that the City leases to Rivanna shall comprise the area containing approximately 98.5 acres (the “Leased Property”), shown as “RWSA Lease Area Apox 98.5 Acres” on that certain lease exhibit entitled “Exhibit – Rivanna Water and Sewer Authority Sugar Hollow Lease Area” prepared by TRC Engineers, Inc. dated July 30, 2025, last revised September, 29, 2026, which lease exhibit is attached hereto as Exhibit A, incorporated herein, and recorded herewith (the “Lease Exhibit”). Rivanna’s rights under this Lease shall also expressly include a non-exclusive easement for unrestricted vehicular access to and from the Leased Property along any portion of Sugar Hollow Road within the City Property (whether private or public) and located outside the boundary of the Leased Property (the “Access Easement”).

Commented [VL1]: Insert last revised date once available

2) Use of Leased Property. As stated in the 1983 Deed and Bill of Sale, Rivanna currently uses, manages, and maintains the Leased Property as a community water supply reservoir, including the maintenance of the dam and all water supply equipment, facilities, and improvements located thereon (including the 18-inch water transmission line from the Sugar Hollow Reservoir to the Ragged Mountain Reservoir) and pertaining to such use (the “Reservoir Use”), and Rivanna shall continue to use the Leased Property for the Reservoir Use during the Term of this Lease (as “Term” is defined in paragraph 6 herein). The parties hereby acknowledge and agree that the following activities and tasks are part of the Reservoir Use, but that such list is not exhaustive and may include other activities and tasks not expressly stated herein:

- a) Maintenance of the dam, including any future expansion or modifications to the dam
- b) Maintenance of all water supply equipment, facilities, appurtenances, and other improvements related thereto, including, but not limited to fencing, the dam parking lot, and utility easements
- c) Water testing
- d) Opening, closing, and maintenance of gates
- e) Maintenance of all signage related to the Reservoir Use

- 3) **Municipal/Recreational Use of the Leased Property** Certain areas of the Leased Property may also be used secondarily as recreational space for members of the general public (the “Municipal/Recreational Uses”). Rivanna has, and shall have the exclusive right to use of the Leased Property for the Reservoir Use and the City shall not lease, allocate, or otherwise allow the use of all or any portion of the Leased Property for any use contrary to the Reservoir Use, or for any use other than the Municipal/Recreational Uses without Rivanna’s express advance written permission.
- 4) **Adjacent Municipal Area; License for Access.** The City may in the future enter into leases, license agreements and/or temporary construction easements for other portions of the City Property located outside the boundaries of the Leased Property. Specifically, the City may grant a license and/or a temporary construction easement to the County for the County to construct and install certain improvements in the area shown as “Adjacent Municipal Area Apox 66.5 Acres” on the Lease Exhibit (the “Adjacent Municipal Area”), which improvements may include a parking lot, restrooms, trash receptacles, security enhancements such as gates and fencing, and other associated facilities intended to support the Municipal/Recreational Uses (collectively, as applicable, the “Future Municipal Improvements”). Notwithstanding the provision in the 1983 Deed and Bill of Sale that, as specified in the Four-Party Agreement, Rivanna will not be required to maintain areas at the Reservoirs used for other municipal purposes, the City and Rivanna have agreed that prior to and upon the completion of the installation of any Future Municipal Improvements, Rivanna will support the City and the County in carrying out certain tasks associated with the Municipal/Recreational Uses in the Adjacent Municipal Area, as assigned to Rivanna in Exhibit B, attached hereto and incorporated herein (collectively, the “Rivanna Adjacent Municipal Area Duties”), and the City hereby grants to Rivanna, its employees, contractors, and agents, the right to enter the Adjacent Municipal Area to carry out the Rivanna Adjacent Municipal Area Duties during the term of this Lease. The City and Rivanna hereby further agree that prior to the completion of any Future Municipal Improvements, they will reasonably negotiate and enter into a license agreement or other similar agreement detailing the scope and terms of the Rivanna Adjacent Municipal Area Duties, consistent with Exhibit B (the “Future Rivanna License Agreement”). The parties’ duties under Exhibit B are effective upon execution of this Lease, and Exhibit B controls any inconsistent allocation of those duties in this Lease. Nothing in this paragraph or in any other paragraph of this Lease shall in any way alter the terms of the 1986 Lease with regard to the South Rivanna Reservoir and the Ragged Mountain Reservoir, the terms of which remain in full force and effect.
- 5) **Maintenance.** Rivanna shall be solely responsible for maintenance and security of its equipment, facilities, buildings, structures, water transmission lines, appurtenances, improvements and any personal property associated with the Reservoir Use and located within the Leased Property. Except for Rivanna’s duties under Exhibit B, and except as may otherwise be described in the Future Rivanna License Agreement, pursuant to the terms of the Four-Party Agreement and the 1983 Deed and Bill of Sale, Rivanna shall have no obligation or responsibility for the management, maintenance, operation, or any other role or liability, without exception, in connection with the Municipal/Recreational Use or any other municipal purpose or use that is beyond the scope of or unrelated to the Reservoir Use. The City agrees to take all necessary steps (including as part of any lease, license, or easement to the County

of the Adjacent Municipal Area or other portions of the City Property outside the boundaries of the Leased Property) to ensure that the Municipal/Recreational Uses are managed and operated to not interfere with the Reservoir Use, whether such Municipal/Recreational Uses are managed and operated by the City or by the County, including, without limitation, by ensuring all trash and debris resulting from the Municipal/Recreational Uses are promptly removed and appropriately disposed of. The City further agrees that the following tasks within the Adjacent Municipal Area shall not constitute Rivanna Adjacent Municipal Area Duties, except as provided in Exhibit B or as may be otherwise agreed to in the Future Rivanna License Agreement:

- Removal of dead animals
- Trash removal
- Maintenance of restrooms
- Mowing and maintenance of parking areas
- Signage
- Maintenance of Sugar Hollow Road and guardrail, or any other roads within the City Property
- Subleases, trails, community projects
- Maintenance of the fish slide
- Fishing permits

6) **Term.** Consistent with paragraph V. of the 1983 Deed and Bill of Sale, and as expressly permitted by Virginia Code Section 15.2-5147.1, which authorizes the City to lease property to Rivanna with or without consideration, and upon such terms and conditions as the governing body determines to be in the best interest of the City, the term of this Lease shall be for so long as the Four-Party Agreement remains in effect, and shall commence on the date that this Lease is fully executed by the parties (the “Term”).

7) **Rent.** Notwithstanding that the 1986 Lease provides that Rivanna will pay One Dollar (\$1.00) annually to the City as rent for all the properties subject to the 1986 Lease, the parties agree that pursuant to Section 15.2-5147.1 of the Virginia Water and Waste Authorities Act, Rivanna shall have no obligation to pay rent to the City for the Leased Property.

8) **Maintenance/Operational Expenses.** Rivanna shall, at its own cost and expense during the Term of this Lease, maintain and keep the Leased Property in a reasonably clean, attractive condition, and not commit or allow any waste or damage to be committed on or to any portion of the Leased Property, provided however, that, except as provided in Exhibit B, in no instance shall Rivanna have any obligation for maintenance of the Leased Property associated with any use other than the Reservoir Use.

9) **Intentionally Omitted.**

10) **Intentionally Omitted.**

11) Adequate Supervision. Rivanna shall be responsible for the well-being and safety of its employees, agents and invitees present on and/or performing activities permitted or required by Rivanna while on the Leased Property or carrying out the Rivanna Adjacent Municipal Area Duties and shall, at all times, provide reasonable and customary supervision of all actions related to the Reservoir Use and the Rivanna Adjacent Municipal Area Duties.

12) Development, Improvements and Signage.

- a. No new or additional improvements of any kind, including roadways and parking areas, that are unrelated to the Reservoir Use shall be made to the Leased Property by Rivanna except with the City's prior written consent provided, however, that such consent shall not be unreasonably withheld, conditioned, or delayed.
- b. No improvements shall be undertaken on the Leased Property by Rivanna, unless and until Rivanna shall have obtained all applicable and required local, state, and federal governmental approvals and permits, and all such improvements shall be undertaken in strict compliance with all applicable local, state, and federal rules, regulations, and laws.
- c. Rivanna shall permit no mechanic's liens, materialmen's liens or other statutory liens to attach to the Leased Property as a result of any alterations, improvements, additions or repairs performed by Rivanna or at Rivanna's direction. If any such lien or notice of lien rights shall be filed with respect to the Leased Property, Rivanna shall immediately take such steps as may be necessary to have such lien released and shall permit no further work to be performed at the Leased Property until such release has been accomplished, unless otherwise agreed to by the City in writing.
- d. Rivanna shall have the right to place signs on the Leased Property related to the Reservoir Use as it deems appropriate or necessary, in conformity with all local regulations. In addition, signs in existence on the date of this Lease are hereby approved and may be maintained or replaced as Rivanna deems appropriate or necessary in connection with the Reservoir Use.

13) Insurance.

- a. Liability Insurance of Rivanna. Rivanna covenants and agrees that it will, at all times during the Term, to keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Property and the Adjacent Municipal Area and the operations of Rivanna on the Leased Property and in the Adjacent Municipal Area in which the limits of public liability for bodily injury and property damage shall not be less than One Million and 00/100 Dollars (\$1,000,000.00) per accident, combined single limit. The policy shall name the City as an additional insured. The policy shall provide that the insurance thereunder shall not be canceled without thirty (30) days written notice thereof to the City.
- b. Fire and Extended Coverages. Rivanna shall maintain coverage against loss, damage or destruction by fire and such other hazards as are covered and protected against, at standard

rates under policies of insurance commonly referred to and known as “extended coverage,” as the same may exist from time to time.

- c. **Proof of Insurance.** Copies of policies of insurance (or certificates of the insurers) for insurance required to be maintained by Rivanna shall be delivered by Rivanna to the City, upon the issuance of such insurance and thereafter no later than January 31 of each year, unless otherwise agreed to in writing by the parties.

14) Default.

Failure by either party in the performance or compliance with any of the terms, covenants, or conditions provided in this Lease, which failure continues uncured for a period of sixty (60) days after written notice from the other party specifying the items in default shall constitute default; provided, however, if such failure is of a type that is not reasonably capable of being cured within such sixty (60) day period, such sixty (60) day period shall be extended for so long as the party that is failing to perform or comply as required herein is making reasonable and diligent efforts to cure such default.

- 15) Storage and Installation of Property and Equipment.** Rivanna agrees that all property of every kind and description kept, stored or placed on the Leased Property shall be at Rivanna’s sole risk and hazard and that the City shall not be responsible for any loss or damage to any such property. All equipment shall be stored in a safe manner and shall be installed and properly anchored consistent with applicable industry standards and local, state, and federal rules, regulations, and laws.

- 16) Existing Sublease with Trout Unlimited.** Pursuant to the provisions of paragraph V. of the 1986 Lease, which authorized Rivanna to sublease portions of the property leased from the City under the 1986 Lease upon receipt of written approval by the Office of the City Attorney of any such sublease, Rivanna entered into a Lease dated January 20, 1995 with the Thomas Jefferson Chapter of Trout Unlimited as Sublessee (“Trout Unlimited”) wherein Rivanna as Lessee subleases a portion of the City Property to Trout Unlimited for a public fishing area (the “Sublease”). Pursuant to the terms of paragraph 2 of the Sublease, Rivanna intends to terminate such Sublease within thirty (30) days after execution of this Lease, if it has not already. The City and Rivanna acknowledge that the City intends, but is not obligated, to work with Trout Unlimited to negotiate the terms of a license agreement with Trout Unlimited allowing it to access and use certain portions of the City Property located outside the boundaries of the Leased Property for a public fishing area.

- 17) Indemnification.** To the extent permitted by Virginia law, each party hereby agrees to indemnify, defend and hold the other party and its officials, officers and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense suffered, sustained, incurred or in any way be subjected to, on account of death of or injury to any person and for damage to, loss of and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken in the performance of the such party’s obligations under this Lease, or which occurs as a consequence of any negligence, omission or misconduct of such party and any contractors, subcontractors, agents or employees in the performance of such party’s obligations under this Lease.

- 18) Assignment.** Neither party shall have the right to assign any of the rights, privileges or interests accruing to it under this Lease to any other individual or entity, without the written consent of the other party.
- 19) Surrender.** Upon expiration or sooner termination of this Lease, Rivanna shall quit and surrender to the City the Leased Property in good order and condition, except for ordinary wear and tear, provided that Rivanna shall remove from the Leased Property any personal property belonging to Rivanna, and at its cost and expense shall repair any damage caused by such removal. Personal property not so removed shall become the property of the City, which may thereafter remove the property and dispose of it in the City's sole discretion. On the expiration or sooner termination of this Lease, the City may, without further notice to Rivanna, enter on, reenter, possess and repossess the Leased Property by any necessary means.
- 20) Right of Entry.** At any time during the Term of this Lease, the City shall have the right to enter the Leased Property at reasonable times (or at any time in the event of an emergency) for the purposes of inspecting the Leased Property to ensure compliance with the terms of this Lease, provided that Rivanna is provided an opportunity to have a Rivanna representative present at any such inspection. Notwithstanding the prior sentence to the contrary, the City's access to those certain areas of the Leased Property that are behind locked gates on the dam is subject to prior written notice to Rivanna, and a Rivanna employee must be present during such access.
- 21) Waiver.** The waiver by the City or Rivanna of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition contained herein. No covenant, term or condition of this Lease shall be deemed to have been waived by Rivanna or the City unless the waiver be in writing signed by the party to be charged thereby.
- 22) Entire Agreement.** This Lease and the exhibits attached hereto and forming a part of hereof, sets forth all the covenants, promises, agreements, conditions and understandings, between the City and Rivanna concerning the Leased Property and other than the Sublease, the 1983 Deed and Bargain of Sale, and the Four-Party Agreement there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them with respect to the Leased Property other than as herein set forth, and also except as otherwise agreed to by the parties in the Future Rivanna License Agreement, the terms of which Future Rivanna License Agreement shall be incorporated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the City or Rivanna unless reduced to in writing and signed by them with the same formality as this Lease and identified expressly as an amendment hereto. For the avoidance of doubt, the 1986 Lease shall no longer have any effect with respect to the Sugar Hollow Reservoir or the City Property and this Lease shall fully amend and replace the 1986 Lease as to the Leased Property. The 1986 Lease shall remain in full force and effect with regard to the South Rivanna Reservoir and the Ragged Mountain Reservoir.

23) Headings. The section headings in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Lease nor in any way do they affect this Lease.

24) Severability. If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

25) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

26) Notices. Any notice, demand, request, or other instrument which may be, or are required to be given under this Lease shall be in writing and delivered either in person, by United States certified mail, return receipt requested, postage prepaid, or by overnight delivery (such as Federal Express), and shall be addressed as follows:

Rivanna: Mailing Address:
 695 Moores Creek Lane
 Charlottesville, Va 22902
 Attn: Executive Director

City: Mailing Address:
 Office of the City Manager
 City of Charlottesville
 P.O. Box 911
 Charlottesville, VA 22902
 Attn: City Lease

 Delivery Address:
 Office of the City Manager
 City of Charlottesville
 605 E. Main Street, 2nd Floor
 Charlottesville, VA 22902
 Attn: City Lease

or at such other address as designated by written notice of a party.

27) 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.

28) Execution in Counterparts. This Lease may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same instrument.

29) Hazardous Materials. Rivanna shall not cause or permit any Hazardous Material (as defined below) to be brought, kept or used in or about the Leased Property except as may be associated with the Reservoir Use and permitted by applicable laws, regulations, and permits. Rivanna agrees to indemnify the City from and against any breach by Rivanna of the obligations stated in the preceding sentence and any breach of such applicable laws, regulations and/or permits, and to the extent permitted by law, agrees to defend and hold the City harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Leased Property and sums paid in settlement of claims, attorneys' fees and costs, consultant fees, and expert fees) which arise during Rivanna's occupation of the Leased Property, as a result of such breach. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Property caused or permitted by Rivanna results in any contamination, then Rivanna shall promptly take all actions at its sole expense as are necessary to return the Leased Property to the condition existing prior to the introduction of any such Hazardous Material; provided however, the City shall also have the right, by written notice to Rivanna, to directly undertake any such mitigation efforts with regard to Hazardous Materials in or about the Leased Property due to Rivanna's breach of its obligations pursuant to this paragraph and to charge Rivanna for the costs thereof.

As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the Commonwealth of Virginia or the United States Government. The term "**Hazardous Material**" includes, without limitation, any material or substance which is (i) designated as a "**Hazardous Substance**" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (ii) defined as a "**Hazardous Waste**" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), or (iii) defined as a "**Hazardous Substance**" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

30) Condemnation. If the whole of the Leased Property is taken or condemned for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain or by agreement or conveyance in lieu thereof such that the City is no longer the owner of the Leased Property (each of the foregoing being hereinafter referred to as "Condemnation"), this Lease shall terminate as of the date possession shall be taken by such authority. If less than all of the Leased Property is taken by Condemnation and the remainder cannot be used for the Reservoir Use, in the reasonable judgment of Rivanna, then either the City or Rivanna may terminate this Lease upon notice to the other party within sixty (60) days after possession is taken by such Condemnation. If this Lease is terminated due to a Condemnation, Rivanna shall perform all of its obligations under this Lease up to such date that possession is taken by the authority. If the Reservoir Use may continue after a Condemnation, this Lease shall terminate only with respect to the parts of the Leased Property so taken as of the date possession shall be taken by such authority.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES IMMEDIATELY FOLLOW*

(SIGNATURE PAGE 1 of 2 TO LEASE)

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

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Samuel Sanders, Jr., City Manager

Date: _____

APPROVED AS TO FORM:

John Maddux, City Attorney

(SIGNATURE PAGE 2 of 2 TO LEASE)

RIVANNA WATER AND SEWER AUTHORITY

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

Date: _____

EXHIBIT A
LEASED PROPERTY

EXHIBIT B

Task	Responsibility
Opening, closing, and maintenance of gates	RWSA
Dead animals in municipal areas	City
Trash pickup and disposal from parking and municipal areas	City
Mowing and maintenance of parking and municipal areas	City
Signage	
• Dam and reservoir	RWSA
• Municipal areas	City
Maintenance of road and guardrail	City
Subleases, trails, community projects in municipal areas	City
Enforcement of Parking Rules	RWSA
Mowing and maintenance of dam, dam parking lot, fencing on dam, and utility easements	RWSA
Dead animals in reservoir	RWSA
Emergency access to dam	RWSA
Enforcement of “no boating” and “no swimming” rules	RWSA
Fish slide	VDWR
Fishing permits	VDWR

Exhibit C

Form of Memorandum of Leases

Memorandum of Lease

Sugar Hollow Reservoir

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

Albemarle County TMP #25-7

**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 _____, 2026, by and among the **CITY OF CHARLOTTESVILLE**, a municipal corporation of the Commonwealth of Virginia (“Landlord” or “City,” and “Grantor” for indexing purposes), with offices at 605 E. Main St., 2nd Fl., Charlottesville, VA 22902 and **RIVANNA WATER AND SEWER AUTHORITY**, a body corporate and politic created pursuant to the “Virginia Water and Waste Authorities Act” (“Tenant” or “Rivanna,” and “Grantee” for indexing purposes), with offices at 695 Moores Creek Lane, Charlottesville, VA 22902.

1. **Lease:** Landlord and Rivanna are parties to that certain Lease entitled “Sugar Hollow Reservoir Amended and Restated Lease Agreement dated _____, 2026” (the “Rivanna Lease”).

2. **Description of Premises:** The “Leased Property” is located in Albemarle County, Virginia, contains approximately 98.5 acres, is a portion of tax map parcel 25-7, and is shown as “RWSA LEASE AREA APOX 98.5 ACRES” on a drawing made by TRC Engineers dated July 30, 2025, last revised February 27, 2026, entitled “EXHIBIT – ALBEMARLE COUNTY AND

RIVANNA WATER AND SEWER AUTHORITY SUGAR HOLLOW LEASE AREAS,” attached hereto as Exhibit A.

3. **Date of Commencement and Term:** The term of the Rivanna Lease commenced on [date of Amended and Restated Lease Agreement] and shall continue for as long as the Four-Party Agreement dated June 12, 1973, between the City, the Albemarle County Service Authority, the County and Rivanna, remains in effect.

4. **Lease Terms.** All capitalized terms used in this Memorandum of Lease shall have the meaning provided pursuant to the applicable Lease.

5. **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.

6. **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 Rivanna Lease and the County Lease and some of their specific provisions. This Memorandum of Lease is not a complete summary of either the Rivanna Lease or the County 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 Rivanna Lease or the County Lease. In the event of a conflict between this Memorandum and the Rivanna Lease, or between this Memorandum and the County Lease, the Rivanna or County Lease, as applicable, shall control. Upon the expiration or sooner termination of either the Rivanna Lease or the County Lease, this Memorandum shall automatically become null and void, released and discharged, and of no further force and effect with respect to the expiration or terminated Lease, but shall remain in full force and effect with regard to the other Lease.

[Signature pages follow]

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

LANDLORD:
CITY OF CHARLOTTESVILLE

By: _____
Samuel Sanders, Jr., City Manager

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: Samuel Sanders, Jr., as City Manager of the City of Charlottesville.

Date: _____, 2026

Signature of Notary Public

Notary Printed Name

My Commission Expires: _____

(Official Seal)

TENANT:

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: _____, 2026

Signature of Notary Public

Notary Printed Name

My Commission Expires: _____

(Official Seal)