

The Planner explained the proposed program and informed the Board that the Planning Commission recommended approval to the Board of Supervisors.

The Chairman opened the hearing and one citizen spoke in favor of the program. The hearing was then closed.

On a motion made by Chairman Osl, the Board of Supervisors of Cumberland County approved the Resolution of adoption of an ordinance for a Purchase of Development Rights program, according to the votes stated below:

<u>Present:</u>	<u>Vote:</u>
William F. Osl, Jr., Chairman	aye
Clifton C. White	aye
Van H. Petty	aye
Elbert R. Womack	aye
Robert J. Oertel	aye

WHEREAS, the Planning Commission and the Board of Supervisors held a joint workshop on May 21, 2007 to discuss the creation of a local Purchase of Development Rights Program; and

WHEREAS, the Planning Commission directed staff to prepare a draft ordinance and to make such draft available for public review; and

WHEREAS, the Planning Commission duly advertised and held a public hearing on June 25, 2007; and

WHEREAS, after such public hearing the Planning Commission adopted a resolution recommending to the Board of Supervisors that it adopt the draft ordinance for the Purchase of Development Rights Program; and

WHEREAS, the Board of Supervisors duly advertised and held a public hearing on August 21, 2007; and

WHEREAS, the Board of Supervisors carefully considered the testimony and evidence presented at the public hearing in support or opposition to the proposed Purchase of Development Rights Ordinance including the information and recommendation from the Planning Commission; and

WHEREAS, in its review of the draft ordinance, the Board of Supervisors gave reasonable consideration to furthering the goals of the County in its Comprehensive Plan, the trends of growth or change in the County, and the current and future requirements of the County as to land use; and

WHEREAS, the Board of Supervisors found that the proposed ordinance furthers the goals of the Comprehensive Plan by preserving and protecting valuable natural and rural resources such as farm, forestland and open space through the purchase of the development rights from private landowners and recording of conservation easements on such property within the County; and

WHEREAS, after discussion, staff presentation and due deliberation with respect to such information, including information and materials presented at this public hearing and the comments in support or opposition to the proposed Purchase of Development Rights Program, the Board of Supervisors desires to affirm its findings and to take action with respect to the proposed ordinance;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors as follows:

- a. The foregoing recitals are hereby incorporated by this reference.
- b. The Board of Supervisors further finds that the adoption of the purchase of development rights ordinance is in substantial accordance with the County's Comprehensive Plan.
- c. Upon consideration of the proposed ordinance for a Purchase of Development Rights Program, testimony, staff remarks, and public comment, and after consideration of the foregoing, the Board of Supervisors adopts and approves the ordinance entitled, "Chapter 75, Purchase of Development Rights Program," and with the text of such ordinance as attached to this Resolution.

This Resolution is effective immediately.

On a motion by Supervisor White, the Board of Supervisors of Cumberland County adopted and approved a property ranking system to be used in conjunction with the review and ranking of properties for the consideration of being placed under a conservation easement through the Cumberland County Purchase of Development Rights Program, in accordance with the following Resolution.

Following presentation of the Resolution, the Board of Supervisors adopted and approved the Resolution according to the votes stated below:

<u>Present:</u>	<u>Vote:</u>
William F. Osl, Jr., Chairman	aye
Clifton C. White	aye
Van H. Petty	aye
Elbert R. Womack	aye
Robert J. Oertel	aye

WHEREAS, the Planning Commission and the Board of Supervisors held a joint workshop on May 21, 2007 to discuss the creation of a local Purchase of Development Rights Program; and

WHEREAS, the Planning Commission directed staff to prepare a Purchase of Development Rights draft ordinance and program ranking system and to make such drafts available for public review; and

WHEREAS, the Planning Commission duly advertised and held a public hearing on June 25, 2007 for considering such Program; and

WHEREAS, in its review of the draft ordinance and associated ranking system, the Planning Commission held a workshop on July 9, 2007 to further critique and revise the proposed Purchase of Development Rights Program ranking system in preparation for the Board of Supervisors' consideration at this August 21, 2007 meeting; and

WHEREAS, the Planning Commission recommended adoption of the Purchase of Development Rights program ranking system as presented at this meeting; and

WHEREAS, the Board of Supervisors duly advertised and held a public hearing on August 21, 2007 to consider adoption of a Purchase of Development Rights Program and thereafter adopted such ordinance; and

WHEREAS, the Board of Supervisors further desires to adopt a ranking system for implementing such Program; and

WHEREAS, the Board of Supervisors carefully considered the testimony and evidence presented at the public hearing in support or opposition to the proposed

- c) Jim Thornton, Superintendent of Schools, reported to the Board on the progress made through the AVID program. He also discussed the dropout rate of 25% and that he is putting together a task force, targeting dropouts.
- d) Karen Mulleins – School Construction Progress Report
Karen Mulleins gave a status report of school construction, stating that 20% of the budget has been spent. She stated that the VPSA application is complete and the application has been given to the County.
- e) Kevin Ingle – Emergency Services Committee Report
Mr. Ingle reported that the ESC would like to streamline the CIP process for the volunteer agencies by taking all requests through the ESC prior to submission to the County. They continue to work on the recruitment and retention package and will need another meeting to finalize. He asked the Board if the truck replacement for the Cumberland Fire Department is in the CIP budget, and this was confirmed by the Board.
- f) Jack Ingle – Citizens Landfill Advisory Committee
Mr. Ingle, Vice Chair of the CLAC reported the recommendations of the committee regarding the Property Valuation Assurance Program. The committee would like to meet with the Board to discuss the proposal. The County Attorney stated that the CLAC would continue to serve in an advisory role to the Board of Supervisors and provide input on other landfill issues. Therefore, the CLAC will be a standing committee.

On a motion by Mr. Oertel and carried, the Board approved the recommendation of the CLAC to amend the Host Agreement (Exhibit C), allowing the three recommendations to be included: 1) Eligible Properties – The current host agreement restricts eligible property to residentially zoned properties adjacent to the landfill disposal boundary. The CLAC recommends this be expanded to include agriculturally zoned properties that are within ½ a mile of the landfill property zoned M-2 or M-2C. This incorporates the Woods subdivision and properties to the South of Goshen and French’s Store roads. 2) Life of Program – Currently the program would be effective as long as the landfill site accepts waste for disposal. The CLAC recommends this be extended for 5 years from the date of the closure of the landfill. In addition, the CLAC proposes that the program apply to owners effective when the rezoning was approved on 10/17/2006 rather than the current date of 1/1/2006. 3) Obtaining Adjusted Property Value – currently the program determines the adjusted property value by using a baseline appraisal to determine a “Base year Value” of a property. Over the life of the program, the Base Year Value would be adjusted on an annual basis for each property.

Vote: Mr. Osl – aye Mr. White – aye
 Mr. Petty – aye Mr. Womack – aye
 Mr. Oertel – aye

- g) Piedmont Disabilities Services Board
 Mr. Womack serves as the Board’s representative on the PDSB. He requested that Ms. Matthews show a brief video which was provided by the PDSB showing many common facts and myths relating to the Americans with Disabilities Act.

- h) Jerry Giles – Water and Sewer Advisory Committee
 Mr. Giles informed the Board that the recommendation made by the W&S Advisory Committee was a two-year old recommendation and that as of now, no connection fee has been set. After discussion, the Board agreed to continue discussion on the ordinance and fees at a meeting on August 28th and set the public hearing for October.

Public Comments

Due to the length of the agenda, the Board agreed to have a public comment period at this point in the meeting, and another at the regularly scheduled time at the end of the meeting.

A citizen stated that the Sheriff’s Department needs to be on duty 24 hours per day to insure the citizens’ safety. The Chairman explained that this Board had increased the number of deputies in the Sheriff’s Department with County funds since there is inadequate funding from the State. The Board continues to provide additional funding in support of public safety.

5. Asst. County Administrator’s Report

- a) On a motion by Mr. Womack and carried, the Board approved the list of year-end transactions, needed to close out the fiscal year (list in Board file).

Vote: Mr. Osl – aye Mr. White – aye
 Mr. Petty – aye Mr. Womack – aye
 Mr. Oertel – aye

- b) Reappropriation of ESC funds

On a motion by Mr. Osl and carried, the Board authorized reappropriation of \$10,793.05 from FY 2007 funds to the ESC; and reimbursed \$597 that was expended from the ESC budget (this amount will be moved from the Board of Supervisors budget).

- c) The monthly short-term financing report was presented by the Assistant County Administrator and information is included in the Board file.

- d) Appropriation – School Funds

On a motion by Mr. White and carried, the Board appropriated \$25,347.66 to the School Fund to close out the books for the 2006-07 No Child Left Behind Partnership.

Vote: Mr. Osl – aye Mr. White – aye
Mr. Petty – aye Mr. Womack – aye
Mr. Oertel – aye

On a motion by Mr. Petty and carried, the Board appropriated \$3,000 in grant funds for the Dominion Education Partnership Grant for FY 2007-08.

Vote: Mr. Osl – aye Mr. White – aye
Mr. Petty – aye Mr. Womack – aye
Mr. Oertel – aye

Mr. Petty made a motion to appropriate \$25,000 to the School Fund, which was carried, however, Mr. Osl made a motion to reconsider the motion once questions surfaced as to whether the amount was entirely made up of grant funds.

Vote: Mr. Osl – aye Mr. White – aye
Mr. Petty – aye Mr. Womack – aye
Mr. Oertel – aye

Note: Clarification will be requested from the school and the item will be reconsidered at the August 28th Board meeting.

- e) Update on Flippen Building
The Assistant Administrator reported that Dispatch, Sheriff, some of the Deputies, Probation and Magistrate had moved into the new building. The remaining deputies who are on shift work will move as schedules allow.

The Board discussed naming of the new building and agreed upon “Cumberland County Public Safety Center.” A plaque in dedication to the Blanton family for years of service to public safety in the County will be placed in or on the building, and signs will be placed at the building. This will be discussed further on the 28th.

The Chairman commended the County staff for finishing the building in a timely manner once responsibility was transferred to them.

6. Planner/Zoning Administrator

- a) 2007 Transportation Legislation

The Planner reported to the Board that he attended a transportation summit to review land use provisions for the 2007 Transportation Act. He reviewed requirements that will impact Cumberland County.

On a motion by Mr. White and carried, the Board approved the annual contract with Crossroads Services Board.

Vote: Mr. Osl – aye Mr. White – aye
 Mr. Petty – aye Mr. Womack – aye
 Mr. Oertel – aye

d) Randolph sign

The Board discussed the fact that a committee at the Southern Cumberland Community Center was working on sign design, getting estimates, etc. and would possibly provide funding for the sign. The Board agreed to let the committee make a recommendation to the Board, with the Board of Supervisors having final approval on design, etc.

e) On a motion by Mr. Womack and carried, the Board adopted a resolution requesting that the Governor declare Cumberland County as a disaster area due to drought and excessive heat:

WHEREAS, the lack of rainfall and increased daily temperatures during 2007 caused a decrease in production, quality, and yields on forages (pastures and hay), corn, and soybeans, and

WHEREAS, the current weather conditions have limited area agricultural producers in maintaining and establishing fall forage crops and, resulting in a decrease in animal weight gains and production, and

WHEREAS, Virginia Cooperative Extension Service agents and U.S. Agricultural representative have estimated crop losses in Cumberland

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors requests that the Governor of Virginia designate Cumberland County as an agricultural disaster area.

Vote: Mr. Osl – aye Mr. White – aye
 Mr. Petty – aye Mr. Womack – aye
 Mr. Oertel – aye

The resolution and a cover letter will be forwarded to the Governor.

f) Application for Festival Permit

On a motion by Mr. Womack and carried, the Board approved a festival permit “Rally for the Wright Choice,” for October 13th to be held at the Cartersville Community House, 2168 Cartersville Road.

Vote: Mr. Osl – aye Mr. White – aye
 Mr. Petty – aye Mr. Womack – aye
 Mr. Oertel – aye

8. Director of Community Development

a) Update on Projects

1) The Director of Community Development gave an update on the Flippen building site work.

On a motion by Mr. Womack and carried by the following vote, the Board agreed to move forward on bidding out the site work, to include comments made by the Board regarding fencing.

Vote:	Mr. Osl – aye	Mr. White – nay
	Mr. Petty – aye	Mr. Womack – aye
	Mr. Oertel – aye	

It was also requested that the Board give direction on whether any of the space in the Museum (old jail) would be retained for County use. After discussion, the Board agreed that since the visitors center has to be staffed to receive certain funding, the County should retain some space for an office. The Board agreed to continue moving forward with this project.

2) Middle College Grand opening – The grand opening ceremony of the middle college is scheduled for September 5, beginning at noon.

3) Future plans for Community Center Phase II – The Director of Community Development told the Board that planning and engineering costs would be grant eligible for Phase II renovations. He requested the Board’s direction on submitting an application to the Tobacco Commission on November 1 for planning and engineering funding of the water line extension to the Community Center. The Board authorized moving forward with the grant application in the amount of \$126,700 (\$96,631 from Tobacco Commission, and the remainder of \$30,069 will be the responsibility of the County, but will be sought from other grant sources).

b) Business Survey Results

Mr. Cooper reviewed the results of the business surveys and indicated that we would proceed with some initiatives to help our business community, such as management seminars.

c) On a motion by Mr. Petty and carried, the Board adopted the following resolution:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF CUMBERLAND, VIRGINIA**

WHEREAS, the Board of Supervisors of the County of Cumberland believes it is critical to develop and foster continuing educational opportunities to citizens in order to stimulate individual and economic growth; and

WHEREAS, the County of Cumberland is submitting a proposal to the Virginia Tobacco Indemnification and Community Revitalization Commission to assist with Cumberland County’s Educational Advancement Center to serve the citizens of Cumberland County and adjoining communities; and

WHEREAS, the Board of Supervisors of the County of Cumberland has committed more than \$500,000 to the completion of Phase I of this project; now therefore be it

RESOLVED, that the Board of Supervisors of the County of Cumberland, Virginia, respectfully requests that the Virginia Tobacco Indemnification and Community Revitalization Commission support the efforts of the county by providing funding assistance for Cumberland County's Educational Advancement Center.

Vote: Mr. Osl – aye
Mr. Petty – aye
Mr. Oertel – aye

Mr. White – aye
Mr. Womack – aye

- d) On a motion by Mr. Petty and carried, the Board adopted the following resolution:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF CUMBERLAND, VIRGINIA**

WHEREAS, the Board of Supervisors of the County of Cumberland believes it is critical to attract and develop economic opportunities in order to stimulate individual and economic growth; and

WHEREAS, the County of Cumberland has initiated the process of planning and developing plans for a 1.5 mile extension of its current water facilities westward along US Route 60; and

WHEREAS, the Board of Supervisors understands this to be a critical step in maximizing Cumberland's ability to develop its economic potential by attracting new businesses to the Route 60 corridor; and

WHEREAS, the Board of Supervisors of the County of Cumberland has committed more than \$500,000 to the completion of the Educational Advancement Center, to be served by the proposed water extension, that will provide the citizens of Cumberland County and adjoining communities with a facility that will significantly enhance educational and economic opportunities; now therefore be it

RESOLVED, that the Board of Supervisors of the County of Cumberland, Virginia, respectfully requests the support of state and local funding agencies in its effort to foster business development and continuing educational opportunities by providing this critical infrastructure.

Vote: Mr. Osl – aye
Mr. Petty – aye
Mr. Oertel – aye

Mr. White – aye
Mr. Womack – aye

- e) On a motion by Mr. Osl and carried, the Board adopted the following resolution:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF CUMBERLAND, VIRGINIA**

WHEREAS, the Board of Supervisors of the County of Cumberland believes it is critical to attract and develop economic opportunities in order to stimulate individual and economic growth; and

WHEREAS, the County of Cumberland is diligently exploring opportunities for high-speed internet capabilities along US Route 60, through the Courthouse village; and

WHEREAS, the Board of Supervisors understands this to be a critical step in maximizing Cumberland's ability to develop its economic potential by attracting new businesses to the Route 60 corridor; and

WHEREAS, the Board of Supervisors of the County of Cumberland has committed more than \$1,000,000 to the completion of the public water and sewer systems which, along with high-speed internet, will significantly enhance educational and economic opportunities; now therefore be it

RESOLVED, that the Board of Supervisors of the County of Cumberland, Virginia, supports Mid-Atlantic Broadband, Inc. in its effort to provide an open-access fiber optic broadband system to foster business development and continuing educational opportunities by providing this critical infrastructure.

Vote:	Mr. Osl – aye	Mr. White – aye
	Mr. Petty – aye	Mr. Womack – aye
	Mr. Oertel – aye	

9. County Attorney's Report

a) The County Attorney reported that in order to relocate the Registrar's Office, the County must seek approval from the Department of Justice. He is currently drafting a letter for the judges to sign, and he will then submit with the application.

b) On a motion by Mr. Petty and carried, the Board adopted a deed of lease between the School Board and Cumberland County:

DEED OF LEASE

This DEED OF LEASE (the "Lease"), made this 21st day of August, 2007, by and between the Cumberland County School Board, a public body corporate and politic of the Commonwealth of Virginia (the "Lessor"), and County of Cumberland, Virginia, a political subdivision and public body corporate of the Commonwealth of Virginia (the "Lessee").

WITNESSETH

For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Lessor hereby leases and demises unto Lessee all that real and personal property of the following described property (the "Demised Premises"):

The Luther P. Jackson Elementary School
1874 Anderson Highway
Cumberland, Virginia 23040
Tax Map Reference Parcel 65-A3-A4

1. INITIAL TERM OF LEASE: The Demised Premises are leased to Lessee for a period of Twenty (20) years beginning on the 1st day of June, 2007 and terminating on the 31st day of May, 2027 (the "Initial Term"). In addition, the Lessee shall have the option to renew the Initial Term for two additional five (5) year periods.

2. RENT: Lessee covenants to pay Lessor the sum of Ten Dollars (\$10.00) as rent for the Initial Term.
3. PURPOSE AND USE OF DEMISED PREMISES: The Demised Premises are leased to be used and occupied by the Lessee and its agents and employees, for such purposes and uses as it may now or hereafter be empowered by law to use same. Lessee shall not permit or suffer the use of the Demised Premises for any unlawful purpose.
4. DELIVERY OF POSSESSION: Subject to Lessor's right of access to the Demised Premises for inspection and necessary repairs, matters of record, Lessor covenants to deliver quiet and undisturbed possession of the Demised Premises at the commencement of the Initial Term.
5. CONDITION AND MAINTENANCE: The Lessee acknowledges that the Lessee has inspected and examined the Demised Premises and that the Demised Premises is in acceptable condition to Lessee. Upon execution of this Lease, Lessee shall assume the risk of any adverse matters otherwise not covered in this Lease, including, but not limited to zoning for its use, obtaining all necessary permits and approvals, including, without limitation, a certificate of occupancy. Therefore, the Lessee hereby accepts the Demised Premises in an "as is" condition and acknowledges that the Lessor has not made any express or implied warranties with respect to the Demised Premises. Lessee hereby assumes the full and sole responsibility and expense for the condition, operation, repair, replacement, maintenance and management of the entire Demised Premises, whether latent or patent, including, without limitation, the interior and exterior of the Demised Premises, the repair, replacement, and maintenance of the roof, foundation and structural members of the Demised Premises, the mechanical, HVAC, plumbing and electrical systems on or serving the Demised Premises, all doors and windows of the Demised Premises, and the maintenance and repair of the parking lot and all access ways, including, without limitation, all snow removal.
6. ALTERATIONS BY LESSEE:
 - (a) Lessee may make such alterations, renovations, modifications, additions and/or improvements, whether structural or nonstructural, upon or to the Demised Premises and may install or remove such fixtures, equipment and utilities as Lessee may deem proper. Lessee may further make such alterations and improvements to the land on such Demised Premises, including but not limited to grading, parking, and any form of building or construction for Lessee's purposes. All materials used in such alterations, modifications, improvements, and all fixture made and/or installed by Lessee shall remain the property of Lessee and, upon termination of this Lease, may, at Lessee's option, be removed.
 - (b) If applicable, Lessor shall join Lessee in obtaining any zoning changes necessary to Lessee's use of the Demised Premises as set forth herein.
7. ASSIGNMENT AND SUBLETTING: Lessee may assign this Lease or sublet all or any part of the Demised Premises at any time without the Lessor's consent and in Lessee's sole discretion.
8. UTILITIES AND SERVICE MAINTENANCE. Lessee shall pay when due and without demand all expenses and charges for gas, heat, light, water, sewer, electricity, garbage, cable television and any other utility services supplied to the Demised Premises or service contract entered into during the Initial Term. Lessor shall have no responsibility whatsoever for payment of charges or for servicing for any utility services used by Lessee at the Demised Premises and no liability for the interruption of any utility service unless same is caused by the negligent or intentional act of Lessor or its agents or employees.

9. COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA). The parties acknowledge that the Demised Premises do not fully comply with the ADA. The Lessee, if the reasonable accommodations under the ADA are determined to be required by law, shall forthwith take all necessary steps to comply with the law to provide such reasonable accommodations.
10. INDEMNIFICATION AND WAIVER OF CLAIMS: The Lessee, as indemnitor, shall save, defend, hold harmless, and indemnify Lessor and any of its successors and assigns, or any of them, from any and all suits, actions, damages, liability, cost and expenses (including, without limitation, reasonable attorneys' fees) arising from or out of any act or failure to act of the Lessee, its assignees, Lessees, sub-Lessees, agents, servants, employees, visitors or licensees, in or on the Demised Premises, arising out of or in connection with the Lessee's continued possession, use and occupancy of the Demised Premises, or resulting from any other claim, investigation, suit, demand, action or complaint or any other cause made by any party hereto or any third party, including, without limitation, Lessee, against Lessor or Lessee based, in whole or in part, on the Lessee's possession, use and occupancy of the Demised Premises. Lessee's indemnification obligation hereunder shall be unlimited. Lessor and Lessor's agents, employees, and contractors shall not be liable for, and Lessee hereby releases Lessor from all claims for damage to person or property sustained by Lessee or any person claiming through Lessee resulting from fire, accident, occurrence or condition in or about the Demised Premises. Further, all personal property of Lessee in the Demised Premises shall be at the sole risk of Lessee.
11. EMBLEMENTS: In the event of termination of this Lease for any reason, Lessee may leave any annual crops on the premises and harvest such crops when they reach maturity.
12. HAZARDOUS MATERIALS:
 - (a) Lessor represents that there is not currently and in the past there has not been any: (i) use, treatment, storage or disposal of any hazardous substance or material (as defined in 42 U.S.C. 9601(14) (1982) and 40 C.F.R. 302.4 (1986) or pollutant on the subject property; (ii) any spill, discharge or release of any hazardous substance or material or pollutant thereon or therefrom.
 - (b) Lessor acknowledges that nothing contained in this Lease is intended to shift liability to the Lessee that the Lessor may have to any third parties, the Commonwealth of Virginia or the United States with respect to events occurring or conditions existing prior to Lessee's possession, or claim in connection with any environmental law or any use, treatment, storage or disposal of any hazardous substance or pollutant or any spill, leakage, discharge or release of any hazardous substance or pollutant.
13. RENEWAL OF LEASE: Unless otherwise terminated as herein provided, at the end of the Initial Term, this Lease shall automatically renew and continue in full force and effect from year to year ("renewal term"), subject to all terms, conditions, covenants, promises and agreements herein contained. Such year-to-year or renewal term shall continue to renew automatically unless terminated by Lessee in such manner and at such time as hereinafter provided for termination of the Initial Term.
14. TERMINATION: This Lease and any renewal term of this Lease may be terminated by either party only upon written notice to the other party by certified or registered mail, return receipt requested, at least three (3) months prior to the expiration of the Initial Term or any renewal term; otherwise, this Lease shall renew and continue as provided in paragraph 13. In addition, during any renewal term, Lessee, at its option, may terminate this Lease at any time upon at least three (3) months written notice to Lessor by certified or registered mail, return receipt requested.

15. NOTICE:

- (a) Any and all notices affecting this Lease may be served by the parties hereto, or by their duly authorized agents, as effectively as if same were served by any officer authorized by law to serve such notices. The return of such party, or its duly authorized agent, showing the time, place and manner of service of such notice shall have the same force and effect in any legal proceedings based thereon as a return of service by any officer authorized by law to serve such notice.
- (b) All notices required by law to be served upon, and all notices permitted by this Lease to be mailed to, a party to this Lease shall be served upon or mailed to, as the case may be, the following agents for each party who are hereby appointed and designated as such for the purpose of receiving all such notices:

Lessor's Agent: Dr. James Thornton, Division Superintendent
Address: 1514 Anderson Highway
Cumberland, Virginia 23040

Lessee's Agent: Judy Ownby, County Administrator
Address: 1 Courthouse Circle
Cumberland, Virginia 23040

Each party shall immediately notify the other party, in writing, of any change of agents, and no change of agents shall be effective until such notice is given.

- (c) Where under the terms of this Lease a notice is required or permitted to be mailed by certified or registered mail, return receipt requested, and such notice is not mailed in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is directed.
16. **BINDING UPON SUCCESSORS:** This Lease shall be binding upon the parties hereto and their successors in interests, including but not limited to heirs, assigns, purchasers at lien, deed of trust, or mortgage foreclosure.
17. **ENTIRE AGREEMENT:** This Lease constitutes the entire, full and complete understanding and agreement of the parties, and all representations, conditions, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are hereby expressly merged into this Lease and shall be null, void and without legal effect.
18. **MODIFICATION:** This Lease shall not be modified, altered or amended except by written agreement executed by the parties hereto with the same formality as this agreement.
19. **PARAGRAPH HEADINGS:** Headings to the paragraphs are mere catchwords and are illustrative only; they do not form a part of this Lease nor are they intended to be used in construing same.
20. **ADDITIONAL PROVISIONS:** This Lease is subject to the terms, conditions, modifications, additions and/or deletions provided in the following designated attachments which are incorporated herein by reference: None.
21. **EXECUTION:** This Lease shall not be effective or binding unless and until signed by both parties and approved by the respective Boards of each party.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals.

LESSOR: Cumberland County School Board
By: _____
Its: _____
Title: _____

LESSEE: County of Cumberland, Virginia
By: _____
Its: _____
Title: _____

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing Deed of Lease was acknowledged before me this ____ day of _____, 2007, by _____, as _____ of Cumberland County School Board.

My commission expires: _____

Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing Lease Agreement was acknowledged before me this ____ day of _____, 2007, by _____, as _____ of the County of Cumberland, Virginia.

My commission expires: _____

Notary Public

SVCC/County Lease

The lease between SVCC and the County is not yet ready for Board action.

10. Board members

Mr. Petty reported that he and Mr. Cooper attended the NACo conference, and that the County hosted a bus tour. He noted that many similar issues were discussed among other counties. He also said that he met with Verizon's governmental representative who was instrumental in getting Morris Road on the list of work to be done by Verizon.

Mr. Osl stated that the Planning Commission is working on developing an ordinance on cluster development, in order to control development in the A-2 zone. He also stated that the report from Draper Aden indicated to him that we have experienced so few problems with the three landfills operated by the County many years ago without the technology of today, that new landfills with better liners and requirements should be considered even safer.

11. Public Comments

N/A

The Chairman adjourned the meeting. The next meeting will be held at Bear Creek Hall on August 28th at 3:30 p.m. for a joint work session with the School Board.

Chairman

County Administrator