

THREE PARTY AGREEMENT

The CITY OF CHARLOTTESVILLE; the COUNTY OF ALBEMARLE; and THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA, hereby agree as follows:

The University Will:

1. Voluntarily comply with the land use plans and regulations (as exemplified by those listed in Exhibit 1) of either the City or the County regarding the use of real estate held in Area C on the attached map.

Area C* includes all land not included in Areas A and B (see attached map).

2. Voluntarily submit its construction and/or development plans for review by the City or County to determine their compliance with land use plans and regulations on any real estate held in Area B on the attached map; and make reasonable efforts to comply with any recommendations received.

Area B* includes land which lies at the boundaries of or between the University and either the City or the County and on which the activities of any or all three of the parties might have an effect. Area B will be designated a "study area." The City, County and University will work with each other to try to develop a master plan for the study area perhaps by beginning with its most critical parts. The intent is that the results of the cooperative study will be made a part of the Comprehensive Plan of each body.

3. Voluntarily submit its construction and/or development plans for review by the City or County on any real estate held in

Area A on the attached map; and make reasonable efforts to comply with any recommendations received. Area A* includes land either on the Grounds of the University or at its borders. Since some portions of Area A are of critical importance to the City and County, the University also agrees that it will involve the City and County in the development or revision of its Master Plan for land use, and also in the study of those areas of A which, by mutual consent, will affect the land use plans of each other.

4. Anticipate the formation of a Real Estate Foundation created for the acquisition and development of land which would not be owned directly by the Rector and Visitors, but which would serve University purposes. The Real Estate Foundation will abide by all City and County land use laws and regulations (as exemplified by Exhibit 1) regarding any property it holds. The Foundation also will pay all applicable real estate taxes.

5. Not accept transfer of land to be used for investment purposes from the Real Estate Foundation to itself primarily for the purpose of avoiding the application of the City's and County's land use laws and regulations or taxation.

6. Accept a representative of the City and County as non-voting members of its Master Plan Committee.

7. Involve City and County representatives in site selection studies on any major new facilities which may be planned.

*Any difference of opinion over the geographical extent of either Area A, B, or C shall be governed by the attached map.

The County and/or City Will:

1. Submit to the University and to each other for review all proposed changes in land use plans or regulations in Area B on the attached map and make reasonable efforts to comply with any recommendations made by the other parties.

2. Submit to the University for review all proposed changes in land use plans or regulations in Areas A and C on the attached map and make reasonable efforts to comply with any recommendations made by the University.

3. Attempt to define a desired community growth rate within its laws, regulations, or plans and attempt to regulate development according to this growth rate to the extent allowed by law.

4. Include a representative of the University as a non-voting member of their planning commissions.

The City, County and the University Will:

1. Adopt the same length of land use planning period.
2. Develop and use common definitions and common land use data bases having the same or similar data elements.
3. Adopt the same interval between major reconsiderations of their land use plans and schedule those reconsiderations for the same year, unless precluded from doing so by State requirements.
4. Adopt a substantially similar topical outline for the purpose of describing their land use plans.
5. Share drafts of their land use plans with each other for review and comment in advance of any public hearings.
6. Indicate those portions of each other's plans with which it agrees and do nothing during the planning period to change those portions of the plan without mutual consultation.
7. Not sponsor, seek, nor support legislation restricting the powers of each other regarding any of the terms of the understanding or regarding any other matters related to taxation, land use planning, or land use regulation except by mutual agreement.
8. Agree to non-binding arbitration of any disputes during the term of this Agreement. Arbitrators shall be selected as follows:
 - (a) In case of disagreement involving all three parties, each party shall select one arbitrator.
 - (b) In case of disagreement between any two of the parties,

each party shall select one arbitrator and these two arbitrators shall select a third. If the first two selected are unable to agree on a third, then they shall request the third selection be made by the judge of the Circuit Court of the City of Charlottesville.

9. Agree these understandings may be dissolved on one year's written notice by any party to the other two parties.

10. Take no actions which circumvent the purposes of this agreement.

BY RESOLUTION duly adopted by Council on the 21st day of April , 1986, the Mayor was authorized to execute this Agreement on behalf of the City of Charlottesville.

BY RESOLUTION duly adopted by the Board of Supervisors on the 14th day of May , 1986, the Chairman was authorized to execute this Agreement on behalf of the County of Albemarle.

BY RESOLUTION duly adopted by the Board of Visitors on the 31st day of January, 1986, the President was authorized to execute this Agreement on behalf of the Rector and Visitors of the University of Virginia.

CITY OF CHARLOTTESVILLE

BY [Signature]

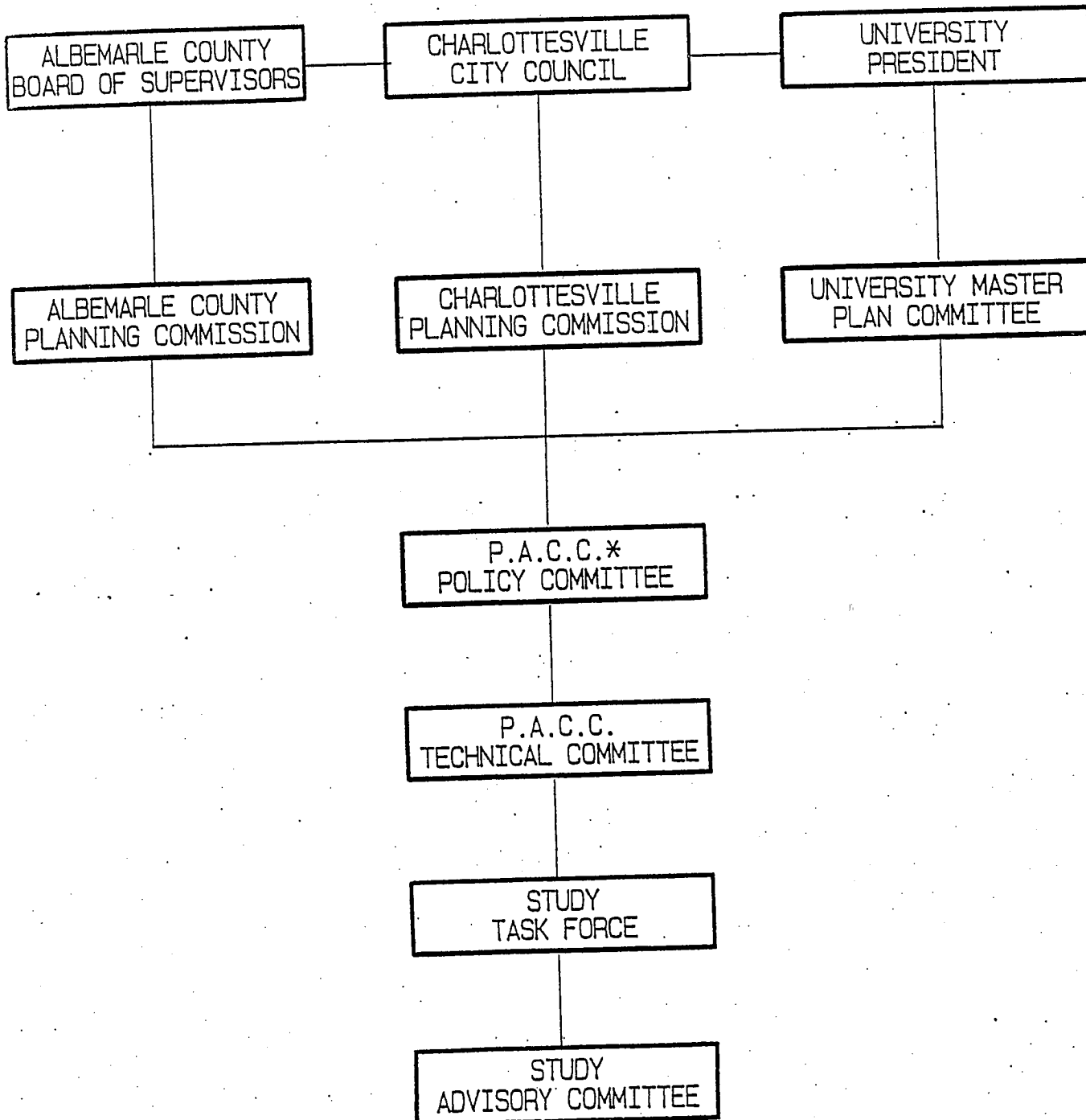
COUNTY OF ALBEMARLE

BY [Signature]

THE RECTOR AND VISITORS OF
THE UNIVERSITY OF VIRGINIA

BY [Signature]

PLANNING AND COORDINATION COUNCIL STUDY PROCESS



*Planning and Coordination Council

DCD
7/16/87