



TOWN COUNCIL WORK SESSION

Monday, January 11, 2016 @ **6:00p.m.**
Warren County Government Center

1. CLOSED MEETING – Interviews for Appointment to Town Council

Motion to Go Into Closed Meeting

Pursuant to Va. Code Section 2.2-3711.A.I of the Freedom of Information Act, I move that Town Council go into closed meeting to discuss, consider, and interview prospective candidates for appointment to Town Council to fill the position vacated by the resignation of former Town Council Member Daryl L. Funk.

Motion to Certify Closed Meeting at its Conclusion *[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]*

I move that Town Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Action as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING

Monday, January 11, 2016 @ 7:00pm in Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of December 14, 2015
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
*** Report from NSVRC**
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** –
 - A. COUNCIL APPROVAL – Deed of Easement from Winchester Road (E&A), LLC and Winchester Realty (E&A), LLC for Water and Sewer Right-of-Way at Riverton Commons
 - B. COUNCIL APPROVAL – Deed of Easement for Middle School Entrance at Leach Run Pkwy
 - C. COUNCIL APPROVAL – Liaison Committee Meeting Items
 - D. COUNCIL APPROVAL – Donation of Used Pole Lights and Installation of Lights and Utility Pole to Humane Society of Warren County
8. COUNCIL APPROVAL – Right of Way Permit Extension with Shenandoah National Park

7A



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(A)

Meeting Date: January 11, 2016

Agenda Item: COUNCIL APPROVAL – Deed of Easement from Winchester Road (E&A) and Winchester Realty (E&A), LLC for Water and Sewer at Riverton Commons.

Summary: Council is requested to approve a Deed of Easement from Winchester Road (E&A), LLC and Winchester Realty (E&A), LLC to the Town for water and sewer easements and rights-of-way over portions of land units 8, 9, 12 and 13, Riverton Commons Land Condominium, located at Riverton Commons for access and maintenance to water and sewer facilities to be owned by the Town, necessary to provide utility service to these parcels located outside of Town limits.

Budget/Funding: None

Attachments: Deed of Easement

Meetings: Work Sessions December 7, 2015 and January 4, 2016

Staff

Recommendation: Approval X Denial _____

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Deed of Easement from Winchester Road (E&A), LLC and Winchester Realty (E&A), LLC to the Town for water and sewer easements and rights-of-way over portions of land units 8, 9, 12 and 13, Riverton Commons Land Condominium, located at Riverton Commons for access and maintenance to water and sewer facilities to be owned by the Town, necessary to provide utility service to these parcels located outside of Town limits.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: SB

**This instrument was prepared by J. Daniel Pond II, Esquire, VSB #13624
35 N. Royal Avenue Front
Royal, VA 22630**

This DEED OF EASEMENT made and entered into this 20 day of November, 2015, by and between **Winchester Road (E&A), LLC** South Carolina limited liability company, and **Winchester Realty (E&A), LLC**, a South Carolina limited liability company, GRANTORS, and **Town of Front Royal, Virginia, a Municipal Corporation**, GRANTEE.

WITNESSETH:

Whereas, Winchester Road (E & A), LLC is the owner of Land Units 8, 9, 12 and 13 as shown on that certain plat of survey dated March 19, 2007 and revised May 18, 2007, prepared by Control Point Associates, Inc. and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia in Slide 233-T, having acquired the same by deed recorded in the aforesaid Clerk's Office in Instrument #070004980; and

Whereas, Winchester Realty (E & A), LLC is the owner of Land Units 3 and 7 as shown on the aforesaid plat of survey, having acquired the same by deeds recorded in the aforesaid Clerk's Office in Instrument #100004744 (Unit 3) and Instrument #11000440 (Unit 7); and

Whereas, the Grantors wish to grant unto the Town of Front Royal, Virginia easements and rights-of-way for the installation and maintenance of sanitary sewer lines and water lines onto, over and through the aforesaid units, and to that end have caused to be prepared this instrument.

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR (\$1.00) cash in hand paid by the Grantee to the Grantors, receipt of which is hereby acknowledged, the Grantors grant and convey unto the Grantee, its successors and assigns, the following rights in real property situated in the North River Magisterial District, Warren County, Virginia, to-wit:

The privileges, easements, and rights-of-way in perpetuity to construct, lay, maintain, repair, inspect, improve and operate within the easements and rights-of-way of varying widths herein described and referred to, mains, works and systems for the operation of utilities over, upon, across and under the properties of the Grantors as shown on Sheet 1 and Sheet 3 of a plat of survey dated October 24, 2007 and revised on July 27, 2015 and on September 8, 2015, prepared by Bohler Engineering and attached hereto and made a part of this instrument.

These easements and rights-of-way shall be for the construction, installation, inspection, repair and maintenance of mains, works, and systems for the transmission of water and the collection and transmission of sewage, and waste water, including, but not limited to, water meters and water meter vaults, (herein "facilities") over, across and under the properties of the Grantors, with the location and width of said easements and rights-of-way as shown on the aforesaid attached plat. The real parcels encumbered by this instrument are known and designated as Land Units 3, 7, 8, 9, 12 and 13 on the aforesaid plat recorded in the aforesaid Clerk's Office in Slide 233-T.

There is also hereby conveyed rights-of-way of ingress, egress, and access over, upon, and across the properties of the Grantors to the above-described easements for the purpose of allowing access to facilities located thereon by the employees, agents, and contractors of the

Grantee.

The further terms and conditions of this grant are as follows:

(a) That the Grantee may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said easements and rights-of way, that may in any manner, in Grantee's sole judgment, endanger or interfere with the proper and efficient operation of the facilities, and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easements and rights-of-way herein granted for the aforesaid purpose. Nothing contained herein shall be construed to require Grantee to install, repair or maintain any portion of any water and sewer service laterals providing utilities to any improvements located on the aforesaid Land Units.

(b) The granting of the easements and rights-of-way hereinafter described neither expressly nor impliedly constitutes any payment, nor the waiver of any obligation for the payment, by the Grantors or their successors or assigns, or any cut-in fee or charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Grantee or to any person, firm or other corporation whatsoever.

(c) That Grantee will exercise reasonable care to protect the properties of the Grantors from damage or injury occasioned in the enjoyment of the easements and rights-of-way herein granted, and to promptly repair the said properties or reimburse the Grantors for any property damaged beyond repair.

(d) That, if Grantee does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to these easements and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks

and boulders shall, at the expense of Grantee be removed from the properties of the Grantors.

(e) Once constructed and installed, the facilities shall become the property of the Grantee and Grantors shall have no right, title, interest, estate or claim whatsoever in facilities by virtue of the rights conveyed herein.

(f) The easements are non-exclusive.

(g) Facilities installed pursuant to the easement shall be underground, except for manhole and vault covers which shall be flush with adjacent grade, except as is otherwise consistent with best practices or as shown on plans approved by Grantors.

(h) Grantors retain the right to use the surface areas of such encumbered parcels for any use not inconsistent with the rights granted the Grantee, including use of the easements areas for pavement, drives, curbing, sidewalks and landscaping.

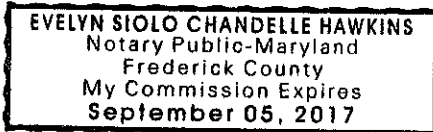
(i) Grantors reserve the right to require the Grantee to relocate its facilities to another location on the affected parcels, subject to the conveyance of a similar easements and rights-of-way, all at the cost and expense of the Grantors.

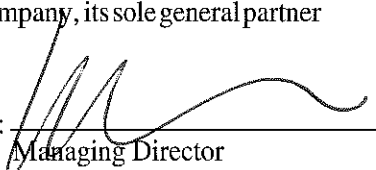
WITNESS the following signatures and seals.

WINCHESTER ROAD (E&A) LLC, a South
Carolina limited liability company

By: Edens Limited Partnership, a Delaware limited
partnership, its sole member

By: Edens GP, LLC, a Delaware limited liability
company, its sole general partner



By: 
Managing Director

STATE OF MARYLAND

COUNTY OF FREDERICK

I, Evelyn Hawkins, A Notary Public for the state
and county aforesaid, do hereby certify that William Caldwell personally
appeared before me this day and acknowledged that he is a Managing Director of Edens GP,
LLC, a Delaware limited liability company, sole general partner of Edens Limited Partnership,
a Delaware limited partnership, sole member of Winchester Road (E&A), LLC, and that by
authority duly given he executed the foregoing instrument on behalf of Edens
GP, LLC, acting for and on behalf of Winchester Road (E&A), LLC as the act and deed of the
foregoing Winchester Road (E&A), LLC for the purposes stated in such instrument and he is
personally known to me.

Witness my hand and official seal

this 20 day of November, 2015.

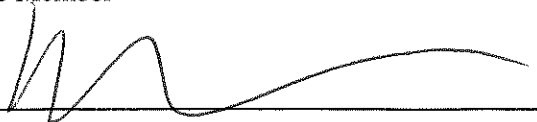


Notary Public for Maryland
My commission/expires: 9/5/2017

[SEAL]

WINCHESTER REALTY (E&A) LLC, a South
a South Carolina limited liability company

By: Edens Realty, Inc. a South Carolina corporation,
its sole Member

By: 

Managing Director

EVELYN SIOLO CHANDELLE HAWKINS
Notary Public-Maryland
Frederick County
My Commission Expires
September 05, 2017

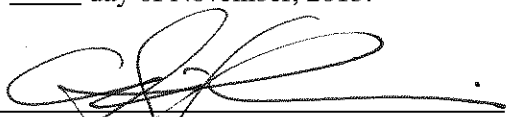
STATE OF MARYLAND

COUNTY OF FREDERICK

I, Evelyn Hawkins A Notary Public for the state
and county aforesaid, do hereby certify that William Caldwell personally
appeared before me this day and acknowledged that he is a Managing Director of Edens Realty, Inc.,
a South Carolina corporation, which is the sole member of Winchester Realty (E&A), LLC, a
South Carolina limited liability company, and that by authority duly given he executed the
foregoing instrument on behalf of Edens Realty, Inc. acting for and on behalf of Winchester Realty
(E&A), LLC as the act and deed of the foregoing Winchester Realty (E&A), LLC for the purposes
stated in such instrument and he is personally known to me.

Witness my hand and official seal

this 20 day of November, 2015.


Notary Public for Maryland

My commission expires: 9/5/2017

[SEAL]

EVELYN SIOLO CHANDELLE HAWKINS
Notary Public-Maryland
Frederick County
My Commission Expires
September 05, 2017

The foregoing conveyance is hereby accepted by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Town, as evidenced by a Resolution adopted by the Town Council.

WITNESS the following signature:

TOWN OF FRONT ROYAL, VIRGINIA

By: _____
Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry
Clerk of Council

STATE OF VIRGINIA

COUNTY OF WARREN, TO-WIT:

I, _____ A Notary Public in and for the
State and County aforesaid, do hereby certify that Timothy W. Darr, Mayor and Jennifer E. Berry,
Clerk, whose names are signed on behalf of the Town of Front Royal, Virginia, to the
foregoing Deed of Easement bearing the date of November 10, 2015, have each this day
personally appeared and acknowledged the same before me in my State and County aforesaid.

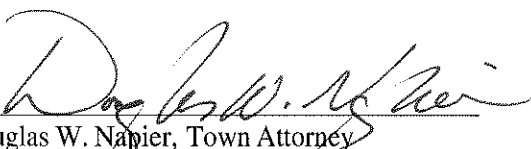
My commission expires: _____

Registration No.: _____

Given under my hand this _____ day of November, 2015.

Notary Public

APPROVED AS TO FORM:



Douglas W. Napier, Town Attorney

Date: 11-24-2015

7B



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(B)

Meeting Date: January 11, 2016

Agenda Item: COUNCIL APPROVAL – Deed of Dedication of Rights-of-Way and Easements for Middle School Entrance at Leach Run Parkway – Kidwell and Testerman

Summary: In order to develop a new Middle School and construct a safe school bus entrance from Happy Creek Road, Council is requested to approve and accept two Deed of Dedication of Rights-of-Way and Easements for right of ways, permanent storm drainage easements and temporary construction easements from Jason Kidwell and Jason Kidwell, Jr., and Wayne Testerman, as presented.

Budget/Funding: None

Attachments: Deed of Dedication of Rights-of-Way and Easements

Meetings: Work Sessions December 7, 2015 and January 4, 2016

Staff

Recommendation: Approval X Denial _____

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve and accept two Deed of Dedication of Rights-of-Way and Easements for right of ways, permanent storm drainage easements and temporary construction easements from Jason Kidwell and Jason Kidwell, Jr., and Wayne Testerman for the development of the new Middle School located off Happy Creek Road, as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: SB



COUNTY OF WARREN

Office of the County Attorney
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Phone: (540) 636-6674

FAX: (540) 636-6980

email: bmitchell@warrencountyva.net

dwhitten@warrencountyva.net

jwoody@warrencountyva.net

Blair D. Mitchell
County Attorney

Dan N. Whitten
Assistant County Attorney

Jennifer L. Woody
Paralegal

November 30, 2015

BOARD OF SUPERVISORS

CHAIRMAN
Richard H. Traczyk
Shenandoah
District

VICE-CHAIR
Linda P. Glavis
South River
District

Tony F. Carter
Happy Creek
District

Archie A. Fox
Fork
District

Daniel J. Murray, Jr.
North River
District

Douglas W. Napier
Front Royal Town Attorney
102 E. Main Street
Front Royal, Virginia 22630

RE: Easements for Leach Run Parkway; Kidwell and Testerman

Dear Doug:

Enclosed are the original deeds that have already been signed by Jason and James Kidwell and Wayne Testerman. They now need to be signed by you, Timothy W. Darr, Mayor and Steven M. Burke, Town Manager. Please put this on the town agenda at your earliest convenience for approval and acceptance by the town. Also enclosed are original plats and copies of the agreements with regard to the above.

Please call my office if you should have any questions.

Sincerely,

Blair D. Mitchell
Warren County Attorney

BDM/jlw
Enclosures

Douglas P. Stanley
County Administrator

NOV 30 2015

Celebrating 175 Years
1836 – 2011

This deed is exempt from the recordation taxes imposed by
Va. Code Ann. §§ 58.1-801 and 58.1-803, pursuant to § 58.1-811.

Consideration: \$0.00

Prepared by: Blair D. Mitchell
County Attorney
220 N. Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Telephone: (540) 636-6674
Fax: (540) 636-6980

Assessment: \$0.00

Tax Map Reference No.:
Portion of 21-27

DEED OF DEDICATION OF RIGHT-OF-WAY AND EASEMENTS

THIS DEED OF DEDICATION OF RIGHT-OF-WAY AND EASEMENTS

is made and entered into this 29th day of October, 2015, by and
between JASON A. KIDWELL and JAMES M. KIDWELL, JR., widowed and not
remarried (GRANTOR), and THE TOWN OF FRONT ROYAL, VIRGINIA, a
Virginia municipal corporation, whose address is **102 East Main Street, Front Royal,
Virginia 22630 (GRANTEE).**

WITNESSETH:

WHEREAS, Jason A. Kidwell is the owner of a parcel of real estate known and
designated as "Residue of TM #21-27 Jason A. Kidwell, Inst. #140002320", on a plat
entitled "Plat of Road Dedication & Various Easements, Kidwell Property, Happy
Creek District, Warren County, Virginia, Scale: 1" = 50' Date: August 7, 2015, Present
Owner: Jason A. Kidwell, TM #21-27, inst. #140002320", dated August 7, 2015, made
by Michael M. Artz, Land Surveyor, for Pennoni Associates, Inc., a copy of which is
attached hereto and made a part hereof ("the Property"); and

WHEREAS, James M. Kidwell, Jr., is the holder of a life estate on the
Property; and

WHEREAS, the Warren County School Board is developing nearby land as a middle school site, which requires a portion of the Property for right-of-way, drainage easement and temporary construction easement for a safe school bus entrance from Happy Creek Road; and

WHEREAS, the Grantor desires to convey the said right-of-way and easements;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby dedicates, grants, and conveys with Special Warranty unto the Grantee, in fee simple, the following described property in the **HAPPY CREEK MAGISTERIAL DISTRICT** of Warren County, Virginia, to-wit:

All that certain lot, piece, or parcel of land lying and being situate in the Happy Creek Magisterial District of Warren County, Virginia, containing 0.0502 acres or 2,187 square feet of land shown and designated as "Road Dedication Parcel 0.0502 Ac. 2,187 sf" on the aforesaid plat.

AND BEING a portion of the property conveyed to Jason A. Kidwell by deed dated May 16, 2014, from James M. Kidwell, Jr., of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, as Instrument Number 140002320, it being **a portion of Tax Assessor's Parcel 21-27.**

There are also hereby conveyed the following easements on the aforesaid property:

A temporary construction easement on the south side of the said land being dedicated above, to be used by the Grantee's contractors during construction of road improvements and of the said school bus entrance, shown and designated as "15' Wide Temporary Construction Easement" as shown on the aforesaid plat. The temporary construction easement to become null and void at such time as the school bus entrance construction is complete and bonds have been released.

A permanent storm drainage easement fifteen feet (15') in width and approximately one hundred fifty-four and seventy-one one hundredths feet (154.71') in length along the frontage of the Property within which the Grantee and its contractors, successors and assigns may construct, operate and maintain a system and/or facility for the removal from and transmission

away from the said right-of-way of storm water, as shown and designated as "15' Wide Storm Drainage Easement" as shown on the south side of the said right-of-way on the aforesaid plat.

The further terms and conditions of this grant are as follows:

(a) During the construction phase of the middle school bus entrance project the Grantee may (but is not required to) access the easement areas to have access to assist in the construction of the school bus entrance within the right-of-way dedicated above, which may include the trimming, cutting, removing, and keeping clear all trees, limbs, undergrowth, and any and all other obstructions, within the said easement strips, that may in any manner in the School Board's judgment endanger or interfere with the proper and efficient operation of the works and systems therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easements herein granted for the aforesaid purpose.

(b) The Grantee will exercise reasonable care to protect the Property from damage or injury occasioned in the enjoyment of the easements and rights herein granted, and to promptly repair the said property or reimburse the Grantor for any property damaged beyond repair.

(c) If Grantee does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall, at the expense of Grantee be removed from the Property.

(d) That Grantor shall have no right, title, interest, estate or claim whatsoever in or to any of the lines, pipes, or other equipment and accessories installed by virtue hereof.

Grantor further covenants that they have the right to convey the said property and easements; that the Grantee shall have quiet and peaceful enjoyment and possession of said property and easements, and that the Grantor will execute such further assurances of the said grant and easements herein contained as may be requisite.

James M. Kidwell, Jr., Grantor, joins in this Deed as a Grantor as holder of a life estate in the Property as described in the source deed mentioned above.

[signatures begin on the next following page]

WITNESS the following signatures and seals:

Jason A. Kidwell (SEAL)
Jason A. Kidwell

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

I, the undersigned Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Jason A. Kidwell, whose name is signed to the foregoing Deed of Dedication of Right-of-Way and Easements bearing the date of the 29th day of October, 2015, has this day personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this 29 day of October, 2015.

Michael Henry
NOTARY PUBLIC

My commission expires 4/30/18

Certificate number 7360170

James M. Kidwell, Jr. (SEAL)
James M. Kidwell, Jr.

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

I, the undersigned Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that James M. Kidwell, Jr., whose name is signed to the foregoing Deed of Dedication of Right-of-Way and Easements bearing the date of the

____ day of _____, 2015, has this day personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this 29 day of October, 2015.

Michael Henry
NOTARY PUBLIC

My commission expires 4/30/18

Certificate number 7260170

The foregoing conveyance is hereby accepted by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Town of Front Royal.

WITNESS the following signature:

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____
Timothy W. Darr, Mayor

Attest:

Steven M. Burke, Town Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Timothy W. Darr, Mayor, and Steven M. Burke, Town Manager, whose names are signed on behalf of the Town of Front Royal, Virginia, to

the foregoing Deed of Dedication of Right-of-Way have this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

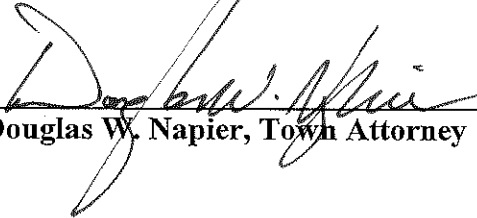
Given under my hand this ____ day of _____, 2015.

NOTARY PUBLIC

My commission expires on the ____ day of _____, _____.

Certificate number: _____

APPROVED AS TO FORM:



Douglas W. Napier, Town Attorney

DATE: 11-30-2015

Notes:

1. Boundary shown hereon was determined by a field run survey performed by Marsh & Legge Land Surveyors, PLC.
2. This plat is subject to easements and restrictions of record.
3. No title report furnished.
4. The 0.0502 Ac. Road Dedication Parcel and the Storm Drainage and Temporary Construction Easements are to be conveyed to Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia.

- Rebar found or to be set
- Point

Happy Creek Road
(VA. RTE. 606)

Road Dedication Parcel
0.0502 Ac.
2,187 sf

TM #21-28
Wayne Testerman
Inst. #120004829

S 59°46'40" W
41.37'

N 59°06'35" E 150.66'

S 55°35'07" W 113.34'

S 39°30'30" E

15' Wide Storm
Drainage
Easement

15' Wide
Temporary
Construction
Easement

TM #20A21-2-6
Industrial Development
Authority of the Town of
Front Royal and the County
of Warren, Virginia
Inst. #150003336

Residue of
TM #21-27
Jason A. Kidwell
Inst. #140002320

TM #20A21-2-7
Warren County
School Board
Inst. #150003338

AREA TABULATION

EXISTING:

TM #21-27 6.225 AC.

PROPOSED:

Road Dedication 0.0502 AC.

TM #21-27 6.1748 AC.

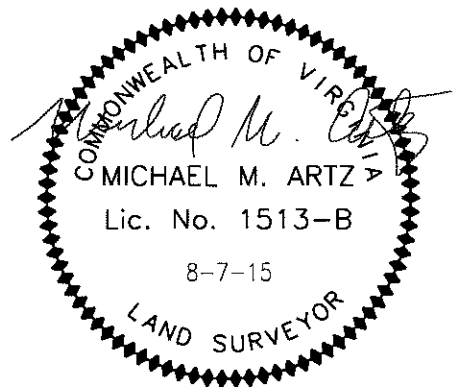
Plat of Road Dedication & Various Easements Kidwell Property

Happy Creek District, Warren County, Virginia
Scale: 1" = 50' Date: August 7, 2015

Present Owner:

Jason A. Kidwell

TM #21-27 Inst. #140002320



PREPARED BY:

PENNONI ASSOCIATES INC.



117 East Piccadilly Street
Winchester, VA 22601
T 540.667.2139
F 540.665.0493

AGREEMENT FOR CONVEYANCE OF RIGHT-OF-WAY

This AGREEMENT FOR CONVEYANCE OF RIGHT-OF-WAY (Agreement) dated this 16th day of October, 2015, by and between the COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the County) and JASON A. KIDWELL and JAMES M. KIDWELL, JR., (the Kidwells)

Witnesseth:

WHEREAS, the County is assisting the Warren County School Board and the Town of Front Royal in the improvement of Happy Creek Road and the development of a middle school site on Happy Creek Road; and

WHEREAS Jason A. Kidwell is the owner of Tax Map Parcel 21-27 fronting on Happy Creek Road in Warren County (the Property) by virtue of a deed dated May 16, 2014, from James M. Kidwell, Jr., recorded at Instrument Number 140002320 in the Clerk's Office of the Circuit Court of Warren County, Virginia, wherein James M. Kidwell, Jr., retained a life estate in the Property; and

WHEREAS, in order to complete the road and school projects, engineers for the projects have determined that a small amount of land is needed from the Kidwells for right-of-way, drainage easement, and temporary construction easement, as shown on a plat entitled "Plat of Road Dedication & Various Easements, Kidwell Property, Happy Creek District, Warren County, Virginia, Scale: 1" = 50', Date: August 7, 2015, Present Owner: Jason A. Kidwell, TM #21-27, Inst. #140002320" dated August 7, 2015, made by Michael M. Artz, Land Surveyor for Pennoni Associates Inc., a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Kidwells desire to convey the right-of-way and easements for the projects to the Town of Front Royal in return for certain work and improvements to be completed on the Property by Warren County, and the County desires to complete the work and improvements for the Kidwells;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

Within 10 days of the date of this Agreement, the Kidwells will execute and deliver to the County a Deed of Dedication of Right-of-Way and Easements as drafted by the County Attorney, conveying to the Town of Front Royal the right-of-way and easements shown on the aforesaid plat;

During the construction of the road improvements by the Town of Front Royal, the Economic Development Authority, and/or the County, and their contractors, the County will provide for the installation of three (3) culvert pipes fifteen inches (15") in diameter and twenty-four feet (24') in length beneath the entrance to the driveway serving the Property, adjacent to and parallel with the right-of-way line of the south side of Happy Creek Road, to improve the flow of surface water and storm water from the paved surface of Happy Creek Road;

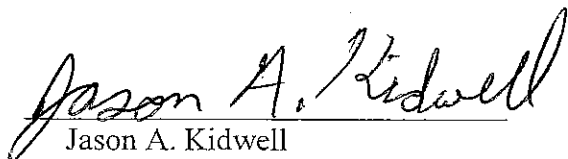
During the construction of the road improvements by the Town of Front Royal, the Economic Development Authority, and/or the County, and their contractors, the County will provide for the paving of the front thirty feet (30') of the Kidwells' current gravel driveway, a minimum of twelve feet (12') in width, as it comes off Happy Creek Road, in its current location;

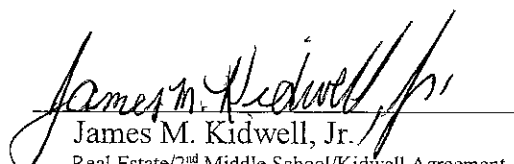
During the construction of the road improvements by the Town of Front Royal, the Economic Development Authority, and/or the County, and their contractors, the County will maintain and provide any needed repairs to and/or relocation of an existing livestock fence along the northern portion of the property which fence retains and keeps the Kidwells' horses on the Property.

Witness the following signatures:

County of Warren, Virginia

By: 
Douglas P. Stanley
County Administrator


Jason A. Kidwell


James M. Kidwell, Jr.
Real Estate/2nd Middle School/Kidwell Agreement 10-01-2015

This deed is exempt from the recordation taxes imposed by
Va. Code Ann. §§ 58.1-801 and 58.1-803, pursuant to § 58.1-811.

Consideration: \$0.00

Prepared by: Blair D. Mitchell
County Attorney
220 N. Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Telephone: (540) 636-6674
Fax: (540) 636-6980

Assessment: \$0.00

Tax Map Reference No.:
Portion of 21-28

DEED OF DEDICATION OF RIGHT-OF-WAY AND EASEMENTS

THIS DEED OF DEDICATION OF RIGHT-OF-WAY AND EASEMENTS

is made and entered into this 24th day of November, 2015, by and
between **WAYNE TESTERMAN, (GRANTOR), and THE TOWN OF FRONT**
ROYAL, VIRGINIA, a Virginia municipal corporation, whose address is **102 East**
Main Street, Front Royal, Virginia 22630 (GRANTEE).

WITNESSETH:

WHEREAS, the Grantor is the owner of a parcel of real estate known and
designated as "Residue of TM #21-28 Wayne Testerman, Inst. #120004829", on a plat
entitled "Plat of Road Dedication & Various Easements, Testerman Property, Happy
Creek District, Warren County, Virginia, Scale: 1" = 50' Date: September 29, 2015,
Present Owner: Wayne Testerman, TM #21-28, Inst. #120004829", dated September
29, 2015, made by Michael M. Artz, Land Surveyor, for Pennoni Associates, Inc., a
copy of which is attached hereto and made a part hereof; and

WHEREAS, the Warren County School Board is developing nearby land as a
middle school site, which requires a portion of the Grantor's property to be conveyed to
the Town of Front Royal for right-of-way, drainage easement and temporary
construction easement for a safe school bus entrance on Happy Creek Road; and

WHEREAS, the Grantor desires to convey the said right-of-way and easements;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby dedicates, grants, and conveys with Special Warranty unto the Grantee, in fee simple, the following described property in the **HAPPY CREEK MAGISTERIAL DISTRICT** of Warren County, Virginia, to-wit:

All that certain lot, piece, or parcel of land lying and being situate in the Happy Creek Magisterial District of Warren County, Virginia, containing 0.0143 acres or 625 square feet of land shown and designated as "Road Dedication Parcel 0.0143 Ac. 625 sf" on the aforesaid plat.

AND BEING a portion of the property conveyed to Wayne Testerman by deed dated August 17, 2012, from NVA Properties, LLC, a Virginia Limited Liability Company, of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, as Instrument Number 120004829, it being **a portion of Tax Assessor's Parcel 21-28**.

There are also hereby conveyed the following easements on the aforesaid property:

A temporary construction easement on the south side of the said land being dedicated above, to be used by the Grantee's contractors during construction of the said school bus entrance, shown and designated as "15' Wide Temporary Construction Easement (2,422 sf)" as shown on the aforesaid plat. The temporary construction easement to become null and void at such time as the school bus entrance construction is complete and bonds have been released.

A temporary construction easement on the south side of the said land being dedicated above, to be used by the Grantee's contractors during construction of the said school bus entrance, shown and designated as "15' Wide Temporary Construction Easement (1,612 sf)" as shown on the aforesaid plat. The temporary construction easement to become null and void at such time as the school bus entrance construction is complete and bonds have been released.

A permanent storm drainage easement fifteen feet (15') in width and shown and designated as "15' Wide Storm Drainage Easement (3,213 sf)" as shown on the aforesaid plat, within which the Grantee and its contractors, successors and assigns may construct, operate and maintain a system and/or

facility for the removal from and transmission away from the said right-of-way of storm water.

The further terms and conditions of this grant are as follows:

(a) During the construction phase of the middle school bus entrance project the Grantee may (but is not required to) access the easement areas to have access to assist in the construction of the school bus entrance within the right-of-way dedicated above, which may include the trimming, cutting, removing, and keeping clear all trees, limbs, undergrowth, and any and all other obstructions, within the said easement strips, that may in any manner in the School Board's judgment endanger or interfere with the proper and efficient operation of the works and systems therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easements herein granted for the aforesaid purpose.

(b) The Grantee will exercise reasonable care to protect Grantor's property from damage or injury occasioned in the enjoyment of the easements and rights herein granted, and to promptly repair the said property or reimburse the Grantor for any property damaged beyond repair.

(c) If Grantee does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall, at the expense of Grantee be removed from Grantor's property.

(d) That Grantor shall have no right, title, interest, estate or claim whatsoever in or to any of the lines, pipes, or other equipment and accessories installed by virtue hereof.

Grantor further covenants that they have the right to convey the said property and easements; that the Grantee shall have quiet and peaceful enjoyment and possession of said property and easements, and that the Grantor will execute such further assurances of the said grant and easements herein contained as may be requisite.

WITNESS the following signatures and seals:

[signatures begin on the next following page]

Wayne M Testerman (SEAL)
Wayne Testerman

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

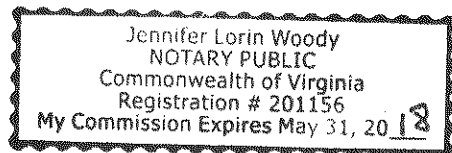
I, the undersigned Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Wayne Testerman, whose name is signed to the foregoing Deed of Dedication of Right-of-Way and Easements bearing the date of the 24 day of November, 2015, has this day personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this 24th day of November, 2015.

Jennifer Lorin Woody
NOTARY PUBLIC

My commission expires 5-31-18

Certificate number 201156



The foregoing conveyance is hereby accepted by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Town of Front Royal.

WITNESS the following signature:

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____
Timothy W. Darr, Mayor

Attest:

Steven M. Burke, Town Manager

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

I, the undersigned Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Timothy W. Darr, Mayor, and Steven M. Burke, Town Manager, whose names are signed on behalf of the Town of Front Royal, Virginia, to the foregoing Deed of Dedication of Right-of-Way have this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this ____ day of _____, 2015.

NOTARY PUBLIC

My commission expires on the ____ day of _____, _____.

Certificate number: _____

APPROVED AS TO FORM:

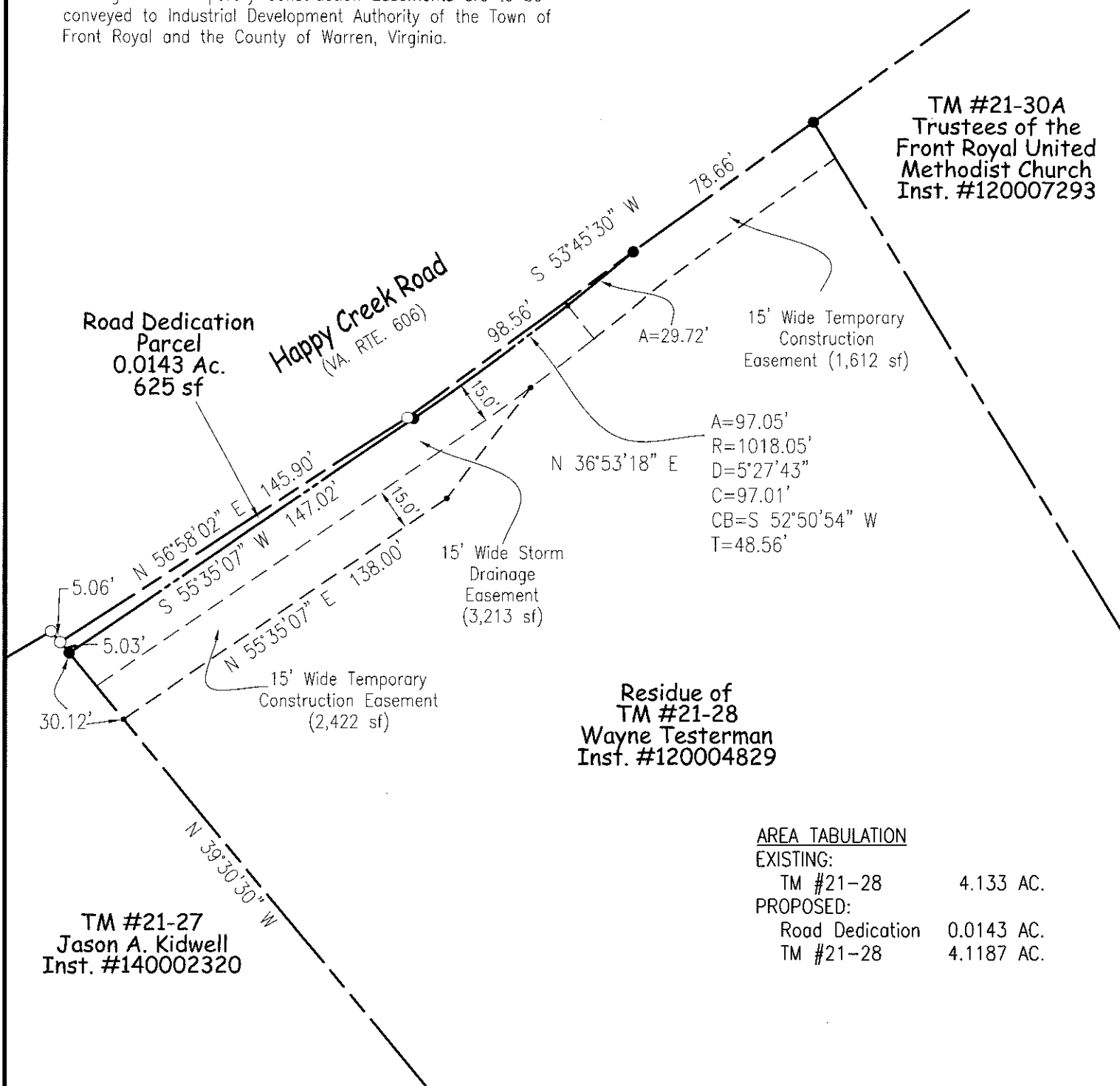


Douglas W. Napier, Town Attorney

DATE: 11-30-2015

1. Boundary shown hereon was determined by a field run survey performed by Marsh & Legge Land Surveyors, PLC.
2. This plot is subject to easements and restrictions of record.
3. No title report furnished.
4. The 0.0143 Ac. Road Dedication Parcel and the Storm Drainage and Temporary Construction Easements are to be conveyed to Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia.

- Rebar found or to be set
- Point



Plat of Road Dedication & Various Easements Testerman Property

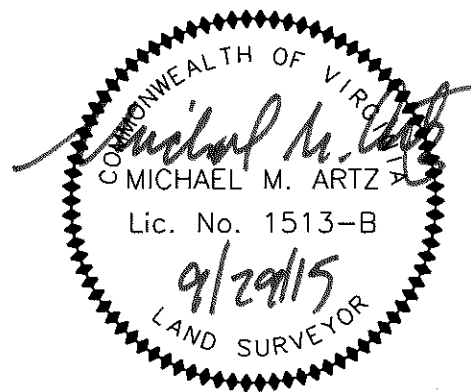
Happy Creek District, Warren County, Virginia
Scale: 1" = 50' Date: September 29, 2015

Present Owner:

Wayne Testerman

TM #21-28 Inst. #120004829

WRRN1302



PREPARED BY:

PENNONI ASSOCIATES INC.



117 East Piccadilly Street
Winchester, VA 22601
T 540.667.2139
F 540.665.0493

AGREEMENT FOR CONVEYANCE OF RIGHT-OF-WAY

This AGREEMENT FOR CONVEYANCE OF RIGHT-OF-WAY (Agreement) dated this 9 day of November, 2015, by and between the COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the County) and Wayne TESTERMAN, (Testerman)

Witnesseth:

WHEREAS, the County is assisting the Warren County School Board and the Town of Front Royal in the improvement of Happy Creek Road and the development of a middle school site on Happy Creek Road; and

WHEREAS Testerman is the owner of Tax Map Parcel 21-28 fronting on Happy Creek Road in Warren County (the Property) by virtue of a deed dated August 17, 2012, from NVA Properties, LLC, a Virginia limited liability company, recorded at Instrument Number 120004829 in the Clerk's Office of the Circuit Court of Warren County, Virginia; and

WHEREAS, in order to complete the road and school projects, engineers for the projects have determined that a small amount of land is needed from Testerman for right-of-way, drainage easement, and temporary construction easement, as shown on a plat entitled "Plat of Road Dedication & Various Easements, Testerman Property, Happy Creek District, Warren County, Virginia, Scale: 1" = 50', Date: September 29, 2015, Present Owner: Wayne Testerman, TM #21-28, Inst. #120004829" dated September 29, 2015, made by Michael M. Artz, Land Surveyor for Pennoni Associates Inc., a copy of which is attached hereto and made a part hereof; and

WHEREAS, Testerman desires to convey the right-of-way and easements for the projects to the Town of Front Royal in return for the payment of the sum of \$15,000 and the completion of certain work and improvements to be completed on the Property by Warren County, and the County desires to complete the work and improvements for Testerman;

NOW THEREFORE, for and in consideration of the payment of \$15,000 to be paid to Testerman by the County at transfer, and the mutual covenants contained herein, and for other

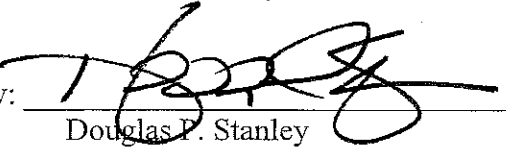
good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

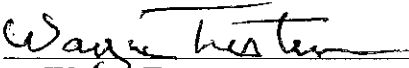
Within 30 days of the date of this Agreement, Testerman will execute and deliver to the County a Deed of Dedication of Right-of-Way and Easements as drafted by the County Attorney, conveying to the Town of Front Royal the right-of-way and easements shown on the aforesaid plat;

During the construction of the road improvements by the Town of Front Royal, the Economic Development Authority, and/or the County, and their contractors, the County will provide for the relocation of a Dogwood tree, a Red Maple tree, a power pole, a water service (as needed), mailboxes, an existing split rail fence, the provision of four (4) Rocky Mountain Maple trees (minimum 3" caliper at breast height), and the removal of existing CMP culverts from the driveway and placement of the same on the property at a location to be designated by Testerman, all as detailed and described on a "Landscape Plan" dated May 22, 2015, revised September 28, 2015, re-revised November 4, 2015, prepared by Pennoni Associates, Inc., a copy of which is attached hereto and made a part hereof.

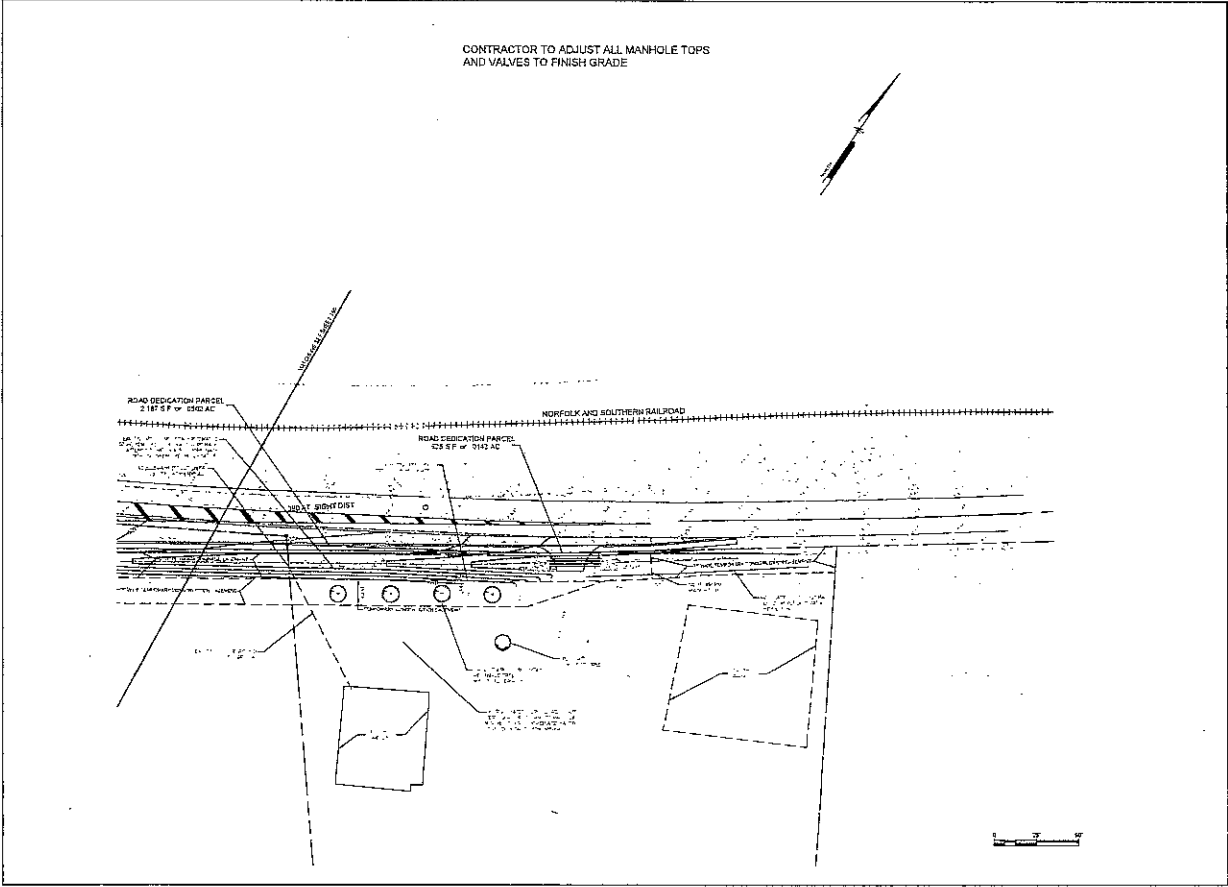
Witness the following signatures:

County of Warren, Virginia

By: 
Douglas P. Stanley
County Administrator


Wayne Testerman

Real Estate/2nd Middle School/Testerman Agreement 11-05-2015



Pennoni

PROFESSIONAL ENGINEER
STATE OF VIRGINIA
EXPIRATION DATE: 12/31/2024
NO. 1148

LEACH RUN PARKWAY
HARRIS COUNTY
WHITE RIVER, VIRGINIA
LANDSCAPE PLAN
FRONT ROYAL/WINNEMAN COUNTY EDA
FRONT RIVER, VIRGINIA

NO.	DESCRIPTION	DATE	BY	CHKD.
1	DESIGNED & DRAWN			
2	REVIEWED & APPROVED			
3	APPROVED FOR CONSTRUCTION			

CS2019
SHEET 157 OF 161

7C



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(C)

Meeting Date: January 11, 2016

Agenda Item: COUNCIL APPROVAL – Liaison Committee Meeting Items

Summary: Council is requested to approve the continued discussion of Liaison Committee Meeting Items from the November 19, 2015 Liaison Committee Meeting to the Liaison Committee Meeting scheduled for January 21, 2016.

Budget/Funding: None

Attachments: Liaison Committee Meeting Agenda from November 19, 2015

Meetings: Work Session held January 4, 2016

Staff Recommendation: Approval X Denial _____

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve the continued discussion of Liaison Committee Meeting Items from the November 19, 2015 Liaison Committee Meeting to the Liaison Committee Meeting scheduled for January 21, 2016

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: SB



AGENDA
TOWN/COUNTY LIAISON
COMMITTEE MEETING
Warren County Government Center



November 19, 2015
6:00 P. M.

- A. Call to Order – Richard Traczyk, Board of Supervisors Chairman**
- B. Approval of Minutes – September 17, 2015**
- C. Leach Run Parkway – Doug Stanley**
- D. Wastewater Treatment Plant/Septage Receiving Facility – Steve Burke**
- E. Building Inspections Software – Doug Stanley**
- F. Development Review Committee – Doug Stanley**
- G. McKay Property Update – Jennifer McDonald**
- H. Warren County's in-Town Projects – Doug Stanley**
- I. Avtex Property – Main Street Extension – Steve Burke**
- J. Main Street Application - Steve Burke**
- K. Adjournment**

7D



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(D)

Meeting Date: January 11, 2016

Agenda Item: COUNCIL APPROVAL – Donation of Used Pole Lights and Installation of Lights and Utility Pole to Humane Society of Warren County

Summary: Council is requested to consider the donation of two Town-owned used pole lights and Town staff labor to install the lights and a utility pole for the Humane Society of Warren County at a cost of less than \$500.00.

Budget/Funding: None

Attachments: None

Meetings: Work Session held January 4, 2016

Staff Recommendation: Approval X Denial _____

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve the donation of two Town-owned used pole lights and Town staff labor to install the lights and a utility pole for the Humane Society of Warren County at a cost of less than \$500.00.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: SB

8



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 8

Meeting Date: January 11, 2016

Agenda Item: COUNCIL APPROVAL – Right of Way Permit Extension with Shenandoah National Park

Summary: Council is requested to approve a 10-year extension for a Right-of-Way Permit with the United States Department of the Interior National Park Service for an electric utility pole and guy wire on Criser Road at its intersection with South Royal Avenue that was made necessary by the addition of a turn lane at that intersection in 2006. Council is further requested to authorize the Town Manager to execute the permit.

Budget/Funding: None

Attachments: Right-of-Way Permit

Meetings: None

Staff Recommendation: Approval X Denial

Proposed Motion: I move that Council approve a 10-year extension for a Right-of-Way Permit with the United States Department of the Interior National Park Service for an electric utility pole and guy wire on Criser Road at its intersection with South Royal Avenue. I further move that Council authorize the Town Manager to execute the permit.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

United States Department of the Interior
National Park Service
Right-of-Way Permit for

WHEREAS, the Town of Front Royal, Virginia (hereinafter Permittee) has applied to the United States of America, (hereinafter Permittor) for a right-of-way to construct, operate and maintain existing overhead power pole support within the boundaries of Shenandoah National Park (hereinafter Park), a unit of the National Park System, United States Department of the Interior; and

WHEREAS, the National Park Service (hereinafter Service) administers the Park that was established as a unit of the National Park System, United States Department of the Interior pursuant to 16 U.S.C. § 403; and

WHEREAS, the Director of the National Park Service (or his delegate) is required pursuant to 16 U.S.C. §1a-1 to authorize only those uses of land within the Park which will not be in derogation of the values and purposes for which the Park was established, except as may have been or shall be directly and specifically provided by Congress; and

WHEREAS, 16 U.S.C. 79 AUTHORIZES THE Director of the National Park Service (or his delegate) having jurisdiction over subject land, to issue a permit for right-of-way over, across and upon the lands and reservations of the United States for a support guy wire for a power pole and upon a finding by the Director (or his delegate) that the right-of-way is not incompatible with the public interest; and

WHEREAS, the Service has determined that the proposed use of the Park lands for the construction, maintenance and operation of the subject power pole support guy wire is neither incompatible with the public interest nor inconsistent with the use of such lands for Park purposes; and

THEREFORE, the United States, through the Service, an agency of the Department of the Interior, acting pursuant to the authority of 16 U.S.C. § 79 issues this permit to the Town of Front Royal, 16 North Royal Avenue, Front Royal, Virginia for a right-of-way across Federal lands within Shenandoah National Park for the construction, operation and maintenance of a power pole support guy wire. The Permittee agrees to comply with and be bound by the Service regulations, 36 CFR Part 14, regarding rights-of-way over, across and upon lands administered by the Service, in addition to the terms and conditions set forth in this permit.

MAP AND LEGAL DESCRIPTION OF RIGHT-OF-WAY

The right-of-way shall be for the power pole support guy wire for the pole located along Criser Road to the west of the intersection with US Highway 340 which is designated by the following numbers located on two tags located on the pole: Tag 1-F1 8B1X, Tag 2-NOC B396 SPPA 45A 4/30.

AUTHORITY TO ENTER INTO AGREEMENT OF RIGHT-OF-WAY

The Permittee represents and warrants to the Permittor that:

- (1) It is duly authorized and empowered under applicable laws of the Commonwealth of Virginia and by its charter and bylaws to enter into and perform this agreement in accordance with the provisions;
- (2) Its Board of Supervisors, or duly authorized executive committee, has duly approved and has duly authorized the execution, delivery and performance by it of this agreement by Steve Burke, PE, Town Manager
- (3) All actions that may be necessary or incidental to the approval of this permit, and the due execution, delivery and performance by the Permittee has been taken ; and
- (4) All of the foregoing approvals, authorizations, and actions are in full force and effect at the time of the execution and delivery of this permit

PERMITTED USE OF RIGHT-OF-WAY BY THE PERMITTEE

The right-of-way is for the sole purpose of constructing, operating and maintaining a power pole support guy wire across the above described lands, the request for which was made in writing to the Superintendent, Shenandoah National Park (hereinafter Superintendent) on June 16, 2006, by the Permittee. That in utilizing the right-of-way the Permittee agrees to comply with and be bound by laws and regulations regarding the use and occupancy of the lands administered by the Service and by the terms of this permit.

DEVIATION FROM APPROVED RIGHT-OF-WAY

The Permittee agrees that it will not deviate from the location of the approved right-of-way in its construction, operation and maintenance of the subject power pole support guy wire. All ingress and egress for construction maintenance and operation of the power pole support guy wire shall be restricted to the right-of-way. In the event that the Permittee determines that ingress and egress over Park lands not included in the right-of-way are necessary for the construction, maintenance and operation for the subject power pole support guy wire then the Permittee must apply, in writing, to the Superintendent for approval of such ingress and egress.

EFFECTIVE DATE OF THE RIGHT-OF-WAY

The effective date of this permit shall be the date of its execution by the Superintendent. The right-of-way permit shall terminate TEN (10) years from the effective date, at noon, Eastern Standard Time unless prior thereto it is relinquished, abandoned or otherwise terminated pursuant to the provisions of this permit or of any applicable Federal law or regulation.

RENEWAL OF RIGHT-OF-WAY

Unless relinquished, abandoned, or otherwise terminated pursuant to the provisions of the permit or of any applicable Federal law or regulations, the Permittee may make applications to

the Superintendent, at least six months prior to its expiration date, for renewal of the right-of-way.

The Permittee shall request in writing, in accordance with the existing Service regulations, to renew the right-of-way. The Permittee shall agree to comply with all the laws and regulations existing at such application date governing the occupancy and use of the lands of the Park for the purposes desired. The right-of-way permit may be renewed after full consideration of the application.

DISPOSAL OF PROPERTY ON TERMINATION OF RIGHT-OF-WAY

Upon the termination of the right-of-way permit by expiration or by cancellation for cause, in the absence of any agreement to the contrary, if all monies due the Permitter have been paid, to remove from the right-of-way all property or improvement of any kind place by them; and if not removed within the time allowed all such property and improvements shall become the property of the United States.

NONUSE OR ABANDONMENT

It is understood and agreed by the parties that all or any part of the right-of-way may be terminated at the discretion of the Permitter in the event of nonuse or abandonment for a period of two years by the Permittee. In the case of termination, the Permitter will provide the Permittee with written notice including reasons for the termination.

FEES AND REIMBURSEMENT OF COSTS

Pursuant to 36 CFR, 14.22(a) (2), for municipally operated project, payment of fees and costs incurred by the Service as a result of this permit are waived.

TERMS AND CONDITIONS

The permit is subject to the following terms and conditions:

- (1) This permit shall not be construed as a permanent interest in the land of the right-of-way or as an abandonment of use and occupancy by the United States, but shall be considered a use of the land as described, anything contained to the contrary notwithstanding.
- (2) This right-of-way permit may be terminated upon breach of any of the stated conditions or at the discretion of the Superintendent of Shenandoah National Park. The permittee will be given written notice and thirty (30) days to allow an opportunity for corrective actions before termination may occur. The written notice shall describe the specific

violations of the permit. If Permittee does not correct the violations to the satisfaction of the Service, or present a reasonable plan acceptable to the Service within the thirty (30) day period then the NPS shall be entitled to revoke this permit.

- (3) The Permittee shall comply with all applicable State and Federal laws and existing regulations promulgated thereunder in the construction, operation and maintenance of the power pole support guy wire.
- (4) The Superintendent, Shenandoah National Park, shall be notified prior to the start of initial construction on Park lands. All work on Park lands shall be completed to the satisfaction of the Superintendent or his or her representative.
- (5) The permittee shall have a right of ingress and egress within the right-of-way at all times for the purposes of maintaining and operating the existing power pole support guy wire and appurtenances.
- (6) If any portion of the existing power pole support guy wire is to be installed underground within the road shoulders of public roads, they shall comply with the specification of the highway department having jurisdiction. Detailed procedures of installation are also subject to approval in advance of construction by the Superintendent or his representative.
- (7) If required, the Permittee shall file a performance bond with satisfactory surety payable to the Permitter to fully insure compliance with the permit terms and conditions.
- (8) The Permittee shall be responsible to pay the Permitter for any damage resulting from this permit which would not reasonably be inherent in the use which the Permittee is authorized to make of the land. The Permittee will either take corrective action or pay the indicated amount as agreed upon and approved by the Superintendent.
- (9) Use by the Permittee of the land is subject to the right of the Park to establish trails, roads, and other improvements and betterments over, upon or through said premises, and further to the use by travelers and others of such roads, trails and other improvements already existing. If it is necessary to exercise such right, every effort will be made by the Park to refrain from unduly interfering with or preventing use of the land by the Permittee for the purposes intended under this permit.
- (10) The Permittee shall take adequate measures as directed and approved by the Superintendent to prevent or minimize damage to Park resources. This may include restoration, soil conservation and protection measures, landscaping and repairing roads, trails, fences, etc. The Permittee shall dispose of brush and other refuse as required by

the Superintendent. The Superintendent or his representative may inspect the right-of-way area as deemed necessary.

- (11) The Permittee will halt any activities and notify the Superintendent upon discovery of threatened or endangered species or archeological, paleontological or historical findings. All artifacts unearthed remain the property of the Park.
- (12) No vegetation may be cut or destroyed without first obtaining approval from the Superintendent. Any vegetation that must be removed shall be mitigated as specified by the Superintendent.
- (13) Use of pesticides and/or herbicides on Park lands is prohibited without prior written approval from the Superintendent.
- (14) In the event any facilities covered by the permit should interfere with future Park construction, the Permittee agrees to terminate the use or relocate them at no cost to the Service within sixty (60) days after written notice.
- (15) The Permittee agrees to do everything reasonably within its power, both independently and upon request of the Superintendent, to prevent and suppress fires resulting from the Permittee's activities on and adjacent to the right-of-way.
- (16) The Permittee agrees that the right-of-way shall be subject to the express condition that the use will not unduly interfere with the management and administration by the Service of the lands. Further, the Permittee agrees and consents to the occupancy and use by the Park, its Permittees, or Lessees of any part of the right-of-way not actually occupied or required by the project, or the full and safe utilization, for necessary operations incident to such management, administration, or disposal.
- (17) Upon expiration, revocation or termination of this permit, the Permittee shall leave the lands subject to the permit in as nearly the original condition as possible, as directed and approved by the Superintendent.
- (18) The Permittee agrees that in undertaking all activities pursuant to this permit, it will not discriminate against any person because of race, color, religion, sex or national origin.
- (19) No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this permit if made with a corporation for its general benefit.

- (20) No transfer of the permit will be recognized unless and until it is first approved in writing by the Superintendent of the Park. Such a transfer must be filed in accordance with existing regulations at the time of transfer and must be supported by the stipulation that the assignee agrees to comply with and to be bound by the terms and conditions of the right-of-way.
- (21) The Town of Front Royal will indemnify, save and hold harmless and defend the United States against all fines, claims, damages, losses, judgments and expenses arising out of or from any omission or activity of the Town of Front Royal, or its employees, to the extent allowable under Commonwealth of Virginia law.
- (22) Any alterations to this permit must be in writing and signed by the parties. Renewals will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.
- (23) Any underground utilities previously located within this right-of-way which are damaged or disrupted during maintenance shall be repaired or restored by the Permittee within four (4) hours.
- (24) The Permittee shall be responsible for the provision and maintenance of proper signs, barricades or other means of warning motorists and pedestrians of danger during all periods of repair and maintenance.
- (25) Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligations of the further expenditure of money in excess of such appropriations or allocations.

COMPLIANCE

Failure of the Permittee to comply with any provision of this right-of-way permit shall constitute grounds for immediate termination of this permit.

WAIVER NOT CONTINUING

The waiver or any breach of any provision of this right-of-way permit, whether such waiver be expressed or implied, shall not be construed to be a continuing waiver or a waiver of, or consent, to any subsequent or prior breach of the same or any other provision of this permit.

IN WITNESS WHEREOF, the Superintendent of Shenandoah National Park, acting on the behalf of the United States, in the exercise of the delegated authority from the Secretary of the Department of the Interior, has caused this Permit of Right-of-Way number RW 4840-15-001, to be executed this

14th day of December 2015

James A. North
James A. North

Superintendent
Shenandoah National Park
National Park Service
United State Department of the Interior

ACCEPTED THIS 18th DAY OF December, 2015

Sz mBe

Town Manager
Town of Front Royal, Virginia

Ira A. Presley

Attest