TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING
Monday, September 12, 2016 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Recognize Temporary Clerk of Council, Steven M. Burke

   I move that Town Council appoint and recognize Steven M. Burke as Clerk of the Front Royal Town Council pro tempore for the meeting of Front Royal Town Council on September 12, 2016, and for such additional and further meetings and times that are a continuation of the September 12, 2016 meeting as his services such as Clerk pro tempore may be needed.
4. Roll Call
5. Approval of the Regular Council Meeting minutes of August 22, 2016
6. Receipt of Petitions and/or Correspondence from the Public
7. Reports:
   a. Report of special committees or Town officials and Town Manager.
   b. Requests and inquiries of Council members.
   c. Report of the Mayor
   d. Proposals for addition/deletion of items to the Agenda.

8. **CONSENT AGENDA ITEMS** – (**ROLL CALL VOTE REQUIRED)**
   A. COUNCIL APPROVAL – HOME Consortium Agreement Renewal
   B. COUNCIL APPROVAL – Letter of Intent for AMP AMI Program
   C. COUNCIL APPROVAL – Resolution to Reschedule October Meeting
   D. COUNCIL APPROVAL – Liaison Committee Meeting Items
   E. COUNCIL APPROVAL – Request VRT to Provide Trolley to Appalachian Trail in 2017
   F. COUNCIL APPROVAL – Amendments to AMP Solar Project Lease Agreement
   G. COUNCIL APPROVAL – DMV/Highway Safety Grant

9. **PUBLIC HEARING** – Special Use Permit on Jefferson Avenue - Gary Bunch *(1st Reading)*

10. **COUNCIL APPROVAL** – Special Exception Application – FRLP *(1st Reading)*

11. **COUNCIL APPROVAL** – Authorization to Sell 24 W. Main Street

8A

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: September 12, 2016

Agenda Item: COUNCIL APPROVAL – HOME Consortium Agreement Renewal

Summary: The Town is a member of a regional HOME Consortium. It allows the region to receive direct allocations from United States of Housing and Urban Development (HUD) to assist with housing assistance activities. Renewal is necessary to continue participation in the program for 2016-2019. Council is requested to approve renewal of Front Royal's continued participation in the HOME Consortium as presented.

Budget/Funding: None

Attachments: Letter/Agreement from Northern Shenandoah Valley Regional Commission

Meetings: Work Session held September 6, 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 three-year renewal of the HOME Consortium Agreement that begins October 1, 2016 and ends September 30, 2019, as presented. I further move to authorize the Town Manager to sign the Agreement on behalf of the Town of Front Royal.**

*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

NSVRC
NORTHERN SHENANDOAH VALLEY
REGIONAL COMMISSION

400E Kendrick Lane
Front Royal VA 22630
Phone: 540-636-8800
Fax: 540-635-4147
www.NSVregion.org

OFFICERS

Dennis M. Morris
Chairman

Eric Lawrence
Vice Chairman

Nora Belle Comer
Secretary/Treasurer

EXECUTIVE DIRECTOR
Brandon Davis

COMMISSIONERS

CLARKE COUNTY
Bev McKay
Brandon Stidham*

FREDERICK COUNTY
Robert Hess
Judith McCann-Slaughter
Eric R. Lawrence*
Brenda Garton

PAGE COUNTY
Nora Belle Comer*
D. Keith Guzy, Jr.

SHENANDOAH COUNTY
Conrad Helsley
Dick Neese
Dennis M. Morris*
Bradley Polk

WARREN COUNTY
Daniel J. Murray, Jr.
Tom Sayre
John E. Vance*

BERRYVILLE
Mayor Wilson Kirby

FRONT ROYAL
Bret Hrbek
Jeremy F. Camp

LURAY
Jerry Schiro

MIDDLETOWN
Carolyn Aliff

STRASBURG
Seth Newman

STEPHENS CITY
Linden Fravel

WINCHESTER
Evan H. Clark
Bill Wiley
Timothy A. Youmans*

WOODSTOCK
Jacqueline Lambert*

*denotes Executive
Committee Member

To: Northern Shenandoah Valley Chief Administrative Officers

From: Alex Schweiger, Community Development Program Coordinator

Re: HOME Program cooperative agreement renewal 2016-2019

The federal HOME program allows local governments to form a regional "consortium" in order to receive federal funding for affordable housing. Forming a consortium enables local governments that would not otherwise qualify for HOME program funding under the formula criteria to join with other units of local government to receive a direct allocation of funds. This creates an opportunity for these jurisdictions to take a more regional, collaborative approach to meeting their affordable housing needs.

In 2007, the Northern Shenandoah Valley region jurisdictions adopted Resolutions of Support and executed a Cooperative Agreement establishing a regional HOME Consortium (renewed in 2013). The Cooperative Agreement names the Northern Shenandoah Valley Regional Commission (NSVRC) as the administering agency. Since 2008, NSVRC has provided for than $3.8 million dollars in project funding (which is used to leverage additional financial resources) to local housing agencies in support of affordable housing initiatives.

The U.S. Department of Housing and Urban Development (HUD) requires that the Cooperative Agreement be renewed on a tri-annual basis. As such, NSVRC is obligated to inform each member jurisdiction of the proposed renewal and inform each member jurisdiction of their right to withdraw from the consortium prior to the end of the term per HUD CPD Notice 13-002. NSVRC formally requests that the Chief Administrative Officer of each jurisdiction review the attached document renewing the terms of the Cooperative Agreement for 2016 to 2019 consistent with the resolutions that have been previously adopted by each jurisdiction in 2007, and automatically renewed on a triannual basis since. No response or action will result in automatic renewal for your jurisdiction. Please notify staff in writing immediately if you would like to opt-out of the renewal.

Please contact me directly at 540-636-8800 if you have any questions or if you would like any additional information. Thank you for your consideration.

I. Membership:

1. The members of the CONSORTIUM include the governments of the City of Winchester, and the Counties of Clarke, Frederick, Page, Shenandoah, and Warren, and the Towns of Berryville, Boyce, Edinburg, Front Royal, Luray, Middletown, Mount Jackson, New Market, Shenandoah, Stanley, Stephens City, Strasburg, Toms Brook and Woodstock (MEMBERS). A MEMBERS list is included hereto as Attachment A.

II. Responsibilities of MEMBERS:

1. The MEMBERS of the CONSORTIUM agree to cooperate to undertake or assist in undertaking housing assistance activities through the HOME Investment Partnership Program.

2. The MEMBERS agree affirmatively to further fair housing within the CONSORTIUM.

3. The MEMBERS designate the City of Winchester (LEAD ENTITY) to act in a representative capacity for all MEMBERS for the purpose of executing an annual agreement with the Northern Shenandoah Valley Regional Commission for administration of the HOME Program, and to assume overall responsibility for ensuring that the CONSORTIUM's HOME Program is carried out in compliance with the HOME Program requirements, including requirements concerning a Consolidated Plan in accordance with Department of Housing and Urban Development (HUD) regulations in 24 CFR parts 91 and 92, and the non-discrimination and other federal requirements of 24 CFR 92.350.

4. The NSVRC will serve as the managing body for the HOME Investment Partnership Program and shall be responsible for (a) development of the Consolidated Plan to include regional use of HOME funds; (b) preparation of an annual budget; (c) development of rules and regulations consistent with federal rules and regulations; (d) development of program design and oversight; (e) provision of financial management, compliance oversight, and general management; and (f) other such requirements which may, from time to time, be promulgated by the federal government. Policy-making responsibility consistent with the terms of this AGREEMENT is assigned to the NSVRC, and the administrative duties are assigned to the NSVRC staff.

5. MEMBERS understand that two types of housing organizations may use CONSORTIUM HOME funds:

(a) a SUBRECIPIENT is a housing organization identified and selected to implement housing activities using HOME CONSORTIUM funds.

(b) a Community Housing Development Organization (CHDO) is a non-profit housing organization which has met federal guidelines to manage, own, or otherwise control housing activity other than homeowner rehabilitation. A CHDO thereby qualifies for a portion of the HOME funds designated by federal law as a minimum 15% of the total allocation to the CONSORTIUM. CHDO designation shall be made by the NSVRC.

III. Distribution of HOME Funds:

1. HOME funding allocations will be made among the qualified applicants to the NSVRC pursuant to criteria based on several factors, including, but not limited to, consistency with the Consolidated Plan, demonstration of need and capacity, and leveraged funding.

2. Factors underlying the allocation of HOME funds will be reassessed on an annual basis, and articulated through the annual Notice of Funding Availability and Annual Action Plan.

IV. Responsibilities of the LEAD ENTITY.

1. The LEAD ENTITY will oversee the work of the NSVRC to complete the following:

(a) The NSVRC staff will administer the program and report progress on a quarterly basis.

(b) The NSVRC staff will prepare the regional portion of the annual Consolidated Plan, the Annual Report, and other such documents that are, from time to time, required by the NSVRC, the MEMBERS, or the federal government. The Annual Report and the Consolidated Plan will be presented to the NSVRC at a regular meeting. The Consolidated Plan is subject to a public hearing at the regional level, to be held by the NSVRC staff, and may be, at the discretion of the local governing body, subject to a public hearing at the local level.

V. Use of HOME Funds

1. Funds available annually through the CONSORTIUM, for evaluation of project proposals, allocation, and review.

VI. Term, Amendment, and Termination of the AGREEMENT:

1. The term of this AGREEMENT shall cover a period of three (3) years beginning the __1st day of __October__, 2016 and ending the __30th__day of __September__ 2019. The terms of this AGREEMENT will be renewed automatically for participation in successive three-year qualification periods and the NSVRC will notify each MEMBER in writing of its right not to participate for the successive three-year qualification period. It is understood that non-participation by any one MEMBER may have the effect of discontinuing the CONSORTIUM, and the forfeiture of future federal funding under the HOME Investment Partnership Program for all MEMBERS. The CONSORTIUM will adopt any amendment to the AGREEMENT incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and will submit the amendment to HUD as specified in the Consortia Qualification Notice for that period. Failure to do so will automatically void the automatic renewal of the AGREEMENT.

2. The AGREEMENT may be amended to provide for a change in the LEAD ENTITY or the Program Administration, or any other component, provided such a request for change is submitted to the NSVRC at least ninety (90) days before the beginning of the fiscal year (July 1).

The NSVRC will consider the request and communicate with each MEMBER regarding the request to develop consensus on the requested change.

3. The AGREEMENT may be terminated by any MEMBER with ninety (90) days written notice of intent to withdraw, prior to the beginning of the fiscal year. It is understood that termination of this AGREEMENT by any one MEMBER may have the effect of discontinuing the CONSORTIUM, and the forfeiture of future federal funding under the HOME Investment Partnership Program for all MEMBERS.

VII. Administrative Capability

The MEMBERS of the CONSORTIUM further assert that there is sufficient authority and administrative capability to carry out the purposes of the HOME Investment Partnership Program including, but not limited to, the NSVRC as affirmatively furthering fair housing.

ATTACHMENT A

Consortium MEMBERS for fiscal years 2016-201 (October 1, 2016- September 30, 2019):

City of Winchester
Clarke County
Frederick County
Page County
Shenandoah County
Warren County
Town of Berryville
Town of Boyce
Town of Edinburg
Town of Front Royal
Town of Luray
Town of Middletown
Town of Mount Jackson
Town of New Market
Town of Shenandoah
Town of Stanley
Town of Stephens City
Town of Strasburg
Town of Toms Brook
Town of Woodstock

By our signatures hereto, we agree to the terms of this Cooperation Agreement:

CLARKE COUNTY

By: _____
Name

_____
Title

FREDERICK COUNTY

By: _____
Name

_____
Title

TOWN OF BERRYVILLE

By: _____
Name

_____
Title

TOWN OF STEPHENS CITY

By: _____
Name

_____
Title

TOWN OF BOYCE

By: _____
Name

_____
Title

TOWN OF MIDDLETOWN

By: _____
Name

_____
Title

WARREN COUNTY

By: _____
Name

_____
Title

PAGE COUNTY

By: _____
Name

_____
Title

TOWN OF FRONT ROYAL

By: _____
Name

_____
Title

TOWN OF LURAY

By: _____
Name

_____
Title

TOWN OF SHENANDOAH

By: _____
Name

_____
Title

TOWN OF STANLEY

By: _____
Name

_____
Title

TOWN OF EDINBURG

By: _____
Name

_____
Title

TOWN OF MOUNT JACKSON

By: _____
Name

_____
Title

TOWN OF NEW MARKET

By: _____
Name

_____
Title

TOWN OF STRASBURG

By: _____
Name

_____
Title

TOWN OF TOMS BROOK

By: _____
Name

_____
Title

TOWN OF WOODSTOCK

By: _____
Name

_____
Title

CITY OF WINCHESTER

By: _____
Name

_____
Title

COUNTY OF SHENANDOAH

By: _____
Name

_____
Title

8B

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 8(B)

Meeting Date: September 12, 2016

Agenda Item: COUNCIL APPROVAL – Letter of Intent for AMP AMI Program

Summary: In 2014 Advance Metering Infrastructure (AMI) was evaluated by a steering committee for the Energy Services Department. An analysis was performed showing the benefits of AMI. The steering committee then evaluated the American Municipal Power (AMP) AMI program being offered to its members. After four months of evaluation representatives advised Council in a work session on August 1, 2016 of details and cost estimates of the project and further details were discussed in another work session held on September 6, 2016. Council is requested to consider a non-binding Letter of Intent (LOI) to AMP to develop a detailed cost estimate along with a high-level project plan for further evaluation of their AMI Program.

Budget/Funding: Future CIP Project

Attachments: Letter of Intent

Meetings: Work Sessions held August 1 and September 6, 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 non-binding Letter of Intent (LOI) to American Municipal Power (AMP) to develop a detailed cost estimate along with a high-level project plan for further evaluation of their Advanced Metering Infrastructure (AMI) Program. I further move to direct the Town Manger to sign the letter on behalf of the Town of Front Royal.**

*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

[Municipality Letterhead]

Branndon Kelley, CIO
American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229

Dear Mr. Kelley:

This letter is in response to your letter dated July 29th, 2016 concerning the American Municipal Power, Inc. ("AMP") Advanced Metering Project (the "Project"). The Town of Front Royal ("Municipality") has reviewed the information provided by AMP regarding the Project. Based on our review, we have an interest in participating in the Project and expect to include 7,438 electrical meters in the Project. We would like to begin our deployment in 2017. We understand that this letter does not serve as a binding commitment of participation in the Project by the Municipality, but is to provide AMP with an indication of our real interest in the Project.

We have been informed that AMP may be able to secure favorable pricing on meters supplied as part of the Project, by soliciting bids for those meters. AMP is hereby appointed as the Municipality's agent for such bidding purposes. The Municipality's relevant bidding requirements are enclosed with this letter. In the event that AMP is unable to comply with any such bidding requirements, we understand that AMP will promptly notify the Municipality.

Sincerely,

[Member's Authorized Representative]

[Enclosure]
4828-5497-8603, v. 1

8C

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: September 12, 2016

Agenda Item: COUNCIL APPROVAL – Resolution to Reschedule Meeting

Summary: Council is requested to approve a resolution to reschedule the Tuesday, October 11, 2016 regular council meeting due to the 2016 Virginia Municipal League Conference being held October 9 – 11, 2016. The Town Code allows the Council to hold the regular meeting on an alternate date when there are certain circumstances; therefore, the meeting is to be rescheduled for Monday, October 17, 2016 in the Town Hall Conference Room.

Budget/Funding: None

Attachments: Resolution and Section of Town Code

Meetings: Work Session held September 6, 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 the Town Council approve a Resolution to reschedule the October 11, 2016 regular council meeting to Monday, October 17, 2016 in the Town Hall Conference Room, 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

RESOLUTION
To Reschedule Town Council Meeting

WHEREAS, Town Code Section 4-1(A) calls for the Town Council to hold its regular meetings on the second and fourth Mondays of every month; and

WHEREAS, the second Monday of the month is October 10, 2016 which is Columbus Day, a Town Holiday and Town Code Section 4-1(B) states that in the event a regular meeting shall fall on a date designated as a Town holiday, then the regular Council meeting shall be held on the following day (Tuesday) at 7:00 p.m.; and,

WHEREAS, the Regular Council Meeting had been rescheduled to Tuesday, October 11, 2016; and,

WHEREAS, Town Code Section 4-1(C) allows the Town Council to conduct meetings on an alternative meeting date if there are circumstances beyond the Town's control, on the following Monday in the Town Administrative Offices;

WHEREAS, the 2016 Virginia Municipal League Annual (VML) Conference is scheduled to be held October 9 – 11, 2016, falling on the second Monday of the month and the Tuesday following; and

WHEREAS, it is the Town Council's practice is to attend the Annual VML Conference; and

NOW, THEREFORE, IT BE RESOLVED by the Town Council of the Town of Front Royal that the regular meeting of the Town Council scheduled to be held on Tuesday, October 11, 2016 shall be re-scheduled to October 17, 2016 at 7:00 p.m. in the Front Royal Town Hall 2nd Floor Conference Room located at 102 E. Main Street.

APPROVED:

_____
Timothy W. Darr, Mayor

Attest:

_____
Jennifer E. Berry, CMC, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2016 upon the following recorded vote:

Hollis L. Tharpe	Yes/No	Bret W. Hrbek	Yes/No
Eugene R. Tewalt	Yes/No	Bébhinn C. Egger	Yes/No
John P. Connolly	Yes/No	Jacob L. Meza	Yes/No

****

Approved as to Form and Legality:

_____
Douglas W. Napier, Town Attorney Dated: _____

4-1 TIME OF MEETINGS

A. The Council shall hold its regular meetings in the Warren County Board of Supervisors Chambers on the second and fourth Mondays of each month at 7:00 p.m.; provided however, that there shall be only one (1) such regular meeting in the month of December of each year, and it shall be on the second Monday of that month, held as the same time and in the same place.

(Ord. No. 10-04 Amended Time/Place 8-27-04-Effective Upon Passage)
(Ord. No. 2-10 Amended To Second Monday in December 3-22-10-Effective Upon Passage)

B. In the event that a regular Town Council meeting shall fall on a date designated as a Town holiday, then the regular Council meeting shall be held on the following day (Tuesday) at 7:00 p.m.

C. In the event that a regular Town Council meeting cannot be conducted at the regular time or location due to circumstances beyond the Town's control, the alternative meeting date shall be the following Monday at 7:00 p.m. in Town Administrative Offices.

(Ord. No. 7-92 Amended Entire Section (A-C) 7-27-92 –Effective Upon Passage)
(Ord. No. 1-95 Amended (C) 2-27-95-Effective Upon Passage)
(Ord. No. 2-10 Repealed (C) 3-22-10-Effective Upon Passage)
(Ord. Added (C) 7-23-12-Effective Upon Passage)

8D

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 7(D)

Meeting Date: September 12, 2016

Agenda Item: COUNCIL APPROVAL – Liaison Committee Meeting Items

Summary: Council is requested to approve the items from the July 21, 2016 as items to discuss at the Liaison Committee Meeting Agenda scheduled for September 15, 2016.

Budget/Funding: None

Attachments: Liaison Committee Meeting Agenda from July 21, 2016.

Meetings: Work Session held September 6, 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 items from the July 21, 2016 as items to discuss at the Liaison Committee Meeting Agenda scheduled for September 15, 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

July 21, 2016
6:00 PM

A. Call to Order – Linda Glavis, Board of Supervisors Chair

B. Leach Run Parkway – Doug Stanley

C. Wastewater Treatment Plant/Septage Receiving Facility – Steve Burke

D. Building Inspections Software – Doug Stanley

E. Development Review Committee – Doug Stanley

F. McKay Property Update/ Acquisition of Trailer Park – Jennifer McDonald

G. Warren County's in-Town Projects – Doug Stanley

H. Avtex Property – Main Street Extension – Steve Burke

I. Town Commercial Waste Tipping Fee Structure – Steve Burke

J. Chris Ramsey Boundary Adjustment Request Adjournment – Steve Burke

K. Current Town of Front Royal Transportation Priorities – Steve Burke

L. Tipping Fees for Private Residential Garbage Collection – Steve Burke

M. Adjournment

8E

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 7(E)

Meeting Date: September 12, 2016

Agenda Item: COUNCIL APPROVAL – Request Virginia Regional Transit to Provide Trolley Service to Appalachian Trail in 2017

Summary: The Virginia Regional Transit (VRT) conducted a pilot program in 2016 to provide Trolley service twice a day to the Appalachian Trail from May 15th through July 15th at the Town's request. VRT recorded over 250 Trail hiker riders for this pilot service. Council is requested to consider requested that VRT continue the Trolley service to the Appalachian Trailhead located on Route 522 South twice a day in 2017 beginning Monday, May 15th through Saturday, July 15th at same fare of current riders, $0.50 per trip.

Budget/Funding: None

Attachments: None

Meetings: Work Session held September 6, 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 request the Virginia Regional Transit to provide Trolley service to the Appalachian Trailhead located on Route 522 South twice a day in 2017 beginning Monday, May 15th through Saturday, July 15th at the same fare of current riders.

*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

8F

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 8(F)

Meeting Date: September 12, 2016

Agenda Item: COUNCIL APPROVAL – Amendments to AMP Solar Project Lease Agreement

Summary: On July 18, 2016 Council approved an Ordinance/Resolution to execute a Power Sales Contract with American Municipal Power (AMP) and a Solar Project Lease Agreement for the Solar Phase II Project. Since that time AMP has requested that Council approve a revised Solar Lease Agreement, as presented.

Budget/Funding: 1000-3150202 - $1.00 General Fund - Rental of General Property

Attachments: Lease Agreement

Meetings: September 6, 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 Solar Project Lease Agreement from American Municipal Power (AMP) as revised and 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

SOLAR PROJECT
LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into as of the ___ day of _____, 2016, ("Effective Date") by and between the Town of Front Royal, Virginia, a municipal corporation ("Lessor"), with an address at P.O. Box 1560, Front Royal, Virginia 22630, and DG AMP Solar, LLC, with an office at 700 Universe Boulevard, Juno Beach, Florida 33408 ("Lessee").

WITNESSETH:

WHEREAS, the Lessor owns property near the property commonly known as 730 Manassas Avenue in Front Royal, Virginia and more particularly described on Exhibit A (the "Property") and desires to lease to Lessee that portion of the Property described and depicted in Exhibit A-1 attached hereto and made a part hereof ~~(~~, including, but not limited to, the area described therein as the "Open Space Area" (all of the property described in Exhibit A-1 is hereby defined as the "Premises"); and

WHEREAS, Lessee desires to lease the Premises for the purpose of placing on it a solar photovoltaic electronic generating facility and ancillary or related services and facilities thereto (the "Solar Electric Facility") used in the provision of reliable, environmentally sound and reasonably priced electric power to Lessor and certain other members of American Municipal Power, Inc. (hereinafter "AMP") ; and

WHEREAS, a portion of the electric energy and certain related products produced by the Solar Electric Facility, among other such facilities, will be sold to Lessor; and

WHEREAS, the Lessor will recognize electric system reliability benefits as a result of the placement of the Solar Electric Facility in its community; and

WHEREAS, the Lessee has agreed to cause the Solar Electric Facility, as hereinafter defined, to be constructed, improved, repaired, replaced and operated on the Premises; and

WHEREAS, Lessor and Lessee desire to set forth in writing the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual obligations, representations and promises contained in this Lease, the parties hereto agree as follows:

1. **DESCRIPTION**

1.01 For valuable consideration, Lessor hereby leases to Lessee and Lessee rents from Lessor the Premises. This Lease and the Premises are subject to all liens, encumbrances, conditions, rights, easements, restrictions, rights-of-way, covenants, other matters of record and zoning and building laws, ordinances, regulations and codes governing the Premises.

2. **TERM AND RENT**

2.01 Term. Lessee's obligation to pay rent and occupy the Premises in accordance with this Lease shall begin on the Effective Date and expire five (5) years thereafter (the "Initial Term"), unless terminated earlier for any reason set forth in this Lease. Lessor and Lessor may renew the Lease, upon mutual agreement prior to the then-effective termination date, for up to six (6) consecutive five (5) year terms (each, a "Renewal Term"). If so renewed, the Lease shall expire thirty-five (35) years from the Effective Date. The Initial Term and all Renewal Terms shall be referred to herein as the "Lease Term". In the event that Lessor does not renew the Lease for any Renewal Term, or otherwise upon expiration of the Lease Term, Lessee shall have a license to use the Premises for the six (6) month period following the expiration of the Lease Term in which to remove all of its improvements from the Premises and take such actions as are set forth in Section 10.01 below.

2.02 Rent. During the Lease Term, Lessee shall pay rent to Lessor, without notice or demand and without abatement, reductions, or set-off for any reason, at P.O. Box 1560, Front Royal, Virginia 22630. Rent shall be payable as follows: One Dollar ($1.00) on the date this Lease is signed by both parties covering the period from such date to the end of the Lease Term, the receipt and sufficiency of which is hereby acknowledged by the parties. Notwithstanding the foregoing, in the event that the Solar Project Power Sales Contract between AMP and Lessor designated as AMP Contract No. C-12-2007-6255 (the "Power Sales Contract") terminates, beginning on the date six (6) months after such termination date and continuing for the remainder of the Lease Term, Lessee shall pay monthly rent to Lessor in an amount which

Lessor and Lessee determine to equal fair market value rental for the Premises. If Lessor and Lessee are unable to agree on a fair market value, they shall, unless otherwise agreed by Lessor and Lessee, determine fair market value through use of the process set forth in Section 7.02 of the Solar Power Purchase Agreement between Lessee and AMP.

2.03 Taxes.

a. Lessee's Taxes. Subject to timely receipt from Lessor of the relevant statement for Taxes pursuant to this Section, Lessee shall pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("Taxes") levied or assessed against the Premises and all improvements thereon. Lessor shall submit the annual statement for Taxes to Lessee within thirty (30) days after the date Lessor receives the statement from the taxing authority. Lessee may elect to have the statement for Taxes sent directly to Lessee. In such event, Lessee shall pay all Taxes to the appropriate taxing authority prior to delinquency. If Lessee receives such statement directly, Lessee shall submit a copy of the statement for Taxes to Lessor within thirty (30) days after the date Lessee receives the statement from the taxing authority.

b. Failure to Pay. In the event of the failure of Lessee to pay the Taxes prior to delinquency, the Lessor shall have the right to cure such default by payment of those Taxes and any penalties or interest on such Taxes which are due, and to add or deduct, as the case may be, such amounts to the other payments due under this Lease.

c. Lessee's Right to Contest. Lessee may contest the legal validity or amount of any such Taxes for which it is responsible under this Lease, and may institute such proceedings as it considers necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. With respect to any Taxes which may constitute a lien on the Premises, Lessee shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Lessee removes any such lien by bonding or otherwise. Lessor agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any such Taxes, including joining in the signing of any reasonable protests or pleading which

Lessee may deem advisable to file; provided, however, that Lessee shall reimburse Lessor for its reasonable out-of-pocket expenses, including reasonable attorneys' fees incurred in connection with providing such assistance.

3. USE OF PREMISES

3.01 Lessee shall have the right to use the Premises for the construction, operation and maintenance of the following items: Solar Electric Facility and facilities connecting the Solar Electric Facility and all necessary and reasonable purposes associated therewith, except that any use shall be subject to the terms and conditions of that certain Interconnection Agreement by and between Lessee, Lessor and AMP relating to the Solar Electric Facility (the "Interconnection Agreement"). Lessee shall make no alterations to the Premises other than those contemplated herein without permission of Lessor (which permission shall not be unreasonably withheld), except as may be provided herein. Lessor has no right and shall not claim a right in any fixture placed on the Premises, except as may be claimed as a result of abandonment, default or termination of this Lease as herein provided.

3.02 Grant of Easements. In addition to the Lease and the right of use and possession given to Lessee thereby, Lessor grants to Lessee, its agents, employees, contractors, subcontractors and invitees, all necessary easements over the Property (to the extent that the Premises do not include the entire Property) that may be reasonably necessary to allow for the installation and unencumbered maintenance, alteration and/or operation of a Solar Electric Facility, including but not limited to (i) a non-exclusive easement for audio, visual, view, light, reflection, electromagnetic, electrical and radio frequency interference and any other effects attributable to the Solar Electric Facility, (ii) an exclusive easement to use, convert, maintain and capture the free and unobstructed view of the sun and solar resources over and across the Property, (iii) an exclusive easement over, on or under the Property to install, operate, maintain, improve and replace, from time to time, wires and conduits for interconnection between the Solar Electric Facility and the electrical grid, and (iv) a non-exclusive easement for vehicular and pedestrian ingress and egress over the Property by means of any existing roads or lanes thereon over and across that certain real property described on Exhibit "A-2" attached hereto (the "Access Easement Area"), or otherwise by such route or routes as Lessor or Lessee may

construct from time to time; (v) a temporary exclusive and irrevocable license to utilize the area designated as the "Temporary Laydown Area" for equipment storage, project staging, construction laydown and other miscellaneous purposes associated with the construction of Solar Electric Facility until such time as the construction of the Solar Electric Facility is complete and not to extend more than sixty (60) days after termination of the construction permit for the Solar Electric Facility; (vi) the right to grade, level, fill, clear and replant ground; and to use on-site sand, gravel, or other materials suitable for road cover solely to construct the Solar Electric Facility and related facilities on the Premises, all to the extent permitted by law and in accordance with any applicable permits (collectively the "Easements"). As reasonably requested by Lessee, Lessor shall grant such other easements, rights of way, and other rights or encumbrances necessary for the completion, maintenance and operation of Lessee's Solar Electric Facility, across, over, under or through the Property.

3.03 Open Space Area

Notwithstanding anything else contained herein to the contrary, the Open Space Area will be kept in a natural, vegetated state for the Lease Term, until completion of the decommissioning of the Solar Electric Facility, and until such a time that a new and approvable stormwater management plan for the Premises is received by the Virginia Stormwater Management Plan Authority or otherwise in accordance with state law. The Open Space Area shall not be mowed more than four (4) times per year. No soil shall be disturbed in the Open Space Area. Nothing impervious is to be placed within the Open Space Area. Livestock will not be allowed within the Open Space Area. To the extent required, Lessee, or its successor in interest, shall be responsible for obtaining the new and approvable stormwater management plan for the Property referenced above.

4. **LAWS AND REGULATIONS**

4.01 Compliance with Legal Requirements. Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and offices of these governments ("Legal Requirements") throughout the term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen

or unforeseen, or ordinary or extraordinary, except that any compliance with Legal Requirements associated with Lessor's use of the Property shall be the sole responsibility of the Lessor.

4.02 Contest of Legal Requirements. Lessee shall have the right, after prior written notice to Lessor, to contest the validity of any Legal Requirements by appropriate legal proceedings, provided Lessor shall not be subject to any criminal or civil liability as a result of any legal contest. Lessee shall indemnify and hold Lessor harmless from all loss, claims, and expenses, including reasonable attorneys' fees, as a result of Lessee's failure to comply with Legal Requirements or any contest relating to Legal Requirements, except any contest of any Legal Requirement enacted by Lessor, subsequent to the Effective Date.

5. **LIENS AND ENCUMBRANCES**

5.01 Mortgage of Premises. Lessee may, upon notice to Lessor, but without requiring Lessor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Premises. These various security interests in all or a part of the Premises are collectively referred to as a "Lessee Mortgage" and the holder of such security interest, a "Lessee Mortgagee." Any Lessee Mortgagee shall use the Premises only for the uses permitted under this Lease. Whenever Lessee has granted a security interest under this Section, it will give Lessor notice of the Lessee Mortgage (including the name and address of the Lessee Mortgagee for notice purposes) to Lessor; provided that failure to give this notice shall not constitute a default under this Lease.

a. Notice of Default and Opportunity to Cure. As a precondition to exercising any rights or remedies related to any alleged default by Lessee under this Lease, Lessor shall give written notice of the default to each Lessee Mortgagee at the same time it delivers notice of default to Lessee, specifying in detail the alleged event of default and the required remedy. Each Lessee Mortgagee shall have the right to cure any default as Lessee, and/or the right to remove any Lessee Assets or other property owned by Lessee or such Lessee Mortgagee located on the Lessor's Premises to the same extent as Lessee. The cure period for any Lessee Mortgagee shall be the later of (i) the end of the Lessee cure period; (ii) thirty (30) days after such Lessee Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided below. Failure by

Lessor to give a Lessee Mortgagee notice of default shall not diminish Lessor's rights against Lessee, but shall preserve all rights of the Lessee Mortgagee to cure any default and to remove any Lessee Assets or other property of Lessee or the Lessee Mortgagee located on the Lessor's Premises.

b. Extended Cure Period. If any default by Lessee under this Lease cannot be cured without the Lessee Mortgagee obtaining possession of all or part of the Premises, then any such default shall be deemed remedied if a Lessee Mortgagee: (i) within sixty (60) days after receiving notice from Lessor, acquires possession of all or part of the Premises, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of the Premises performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Lessee Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

c. Lessee Mortgagee Liability. Any Lessee Mortgagee whose interest in the Premises is held solely for security purposes shall have no obligation or liability under this Lease unless and until the Lessee Mortgagee succeeds to absolute title to the Premises and the rights of Lessee under this Lease. A Lessee Mortgagee shall be liable to perform obligations under this Lease only for and during the period it directly holds such absolute title.

d. Certificates & Other Documents. Lessor shall execute any estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Lease, if such be the case) and consent to assignment and non-disturbance agreements as Lessee or any Lessee Mortgagee may reasonably request from time to time. Lessor and Lessee shall cooperate in amending this Lease from time to time to include any provision that may be reasonably requested by Lessee or any Lessee Mortgagee to implement the provisions contained in this Lease or to preserve a

Lessee Mortgagee's security interest.

e. Lessee Mortgagee's Right to Enforce Mortgage & Assign. Each Lessee Mortgagee shall have the right, in its sole discretion: (i) to assign its Lessee Mortgage; (ii) to enforce its lien and acquire title to all or any portion of the Premises by any lawful means; (iii) to take possession of and operate all or any portion of the Premises and to perform all obligations to be performed by Lessee under this Lease, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Premises by foreclosure or by an assignment in lieu of foreclosure and thereafter, without Lessor's consent, to assign or transfer all or any portion of the Premises to a third party. Any Lessee Mortgagee or other party who acquires Lessee's interest in the Premises pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Lease which are incurred or accruing after such Lessee Mortgagee or other party no longer has ownership or possession of the Premises.

f. New Agreement. If the Premises is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights and, within ninety (90) days after such event, Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Lessor for the payment of all Lease Rent or other charges due and payable by Lessee as of the date of such event, then Lessor shall execute and deliver to Lessee or such Lessee Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new agreement ("New Agreement") which (i) shall be for a term equal to the remainder of the Term of this Lease before giving effect to such rejection or termination; (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Lease); and (iii) shall include that portion of the Premises in which Lessee or such other Lessee Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination. If more than one Lessee Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the

Lessee Mortgagee requesting such New Agreement whose Lessee Mortgage has lien priority, and the written request of any other Lessee Mortgagee whose lien is subordinate shall be void and of no further force or effect. The provisions of this Section shall survive the termination, rejection or disaffirmation of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Lessor, Lessee and each Lessee Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such New Agreement, such Lessee Mortgagee or other purchaser at a foreclosure sale may use and enjoy the Premises without hindrance by Lessor or any person claiming by, through or under Lessor; provided that all of the conditions for the New Agreement as set forth above are complied with.

g. Lessee Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as any Lessee Mortgage remains outstanding, this Lease shall not be materially modified or amended, and Lessor shall not accept a surrender, cancellation or release of all or any part of the Premises from Lessee, prior to expiration of the Term of this Lease, without the prior written consent of the Lessee Mortgagee holding such Lessee Mortgage. This provision is for the express benefit of and shall be enforceable by each Lessee Mortgagee as if it were a party named in this Lease.

5.02 Lessor Not Liable For Labor, Services, or Materials Furnished to Lessee. Lessor shall not be liable for any labor, services, or materials furnished to or to be furnished to Lessee or any sublessee in connection with any work performed on or at the Premises after the execution of this Lease and no mechanics' liens or other lien or encumbrance for any labor, services, or materials shall attach to or affect Lessor's fee estate or reversion in the Premises.

6. **INSURANCE AND INDEMNITY**

6.01 Fire and Extended Coverage Insurance. At all times during the term of this Lease, Lessee shall maintain, at its sole cost, insurance or self-insurance covering its property located on the Premises.

6.02 Property and Personal Injury Liability Insurance. At all times during the Lease Term, Lessee shall maintain, at its sole cost, commercial general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Premises, Lessee's property located thereon and Lessee's activities thereon. The insurance shall be carried by insurance companies authorized to transact business in Virginia, selected by Lessee. The insurance shall be maintained for the mutual benefit of Lessor and Lessee, and any succeeding owners of the fee title in the Premises. The insurance policy or policies shall name Lessee as insured and Lessor as additional insured.

6.03 Indemnification. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from Lessee's use of the Premises or any property on the Premises, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the Premises, or occasioned by the failure of Lessee to maintain the Premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage or injury not caused by Lessor's negligent or intentional acts or omissions, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury, relating to the Premises or the Lessee's use of the Premises, caused other than by the negligent or intentional act or omission of Lessor.

7. **CONDEMNATION**

7.01 Although the parties agree that the Premises are and will continue to be dedicated to public use, nonetheless it is possible that local, state or federal governments may attempt to acquire all or any part of the Premises for other public or quasi-public purposes by condemnation in an action or proceeding in eminent domain. Upon such taking, should such taking destroy the current use, this Lease shall terminate and Lessor shall be entitled to receive the entire award or compensation for the taking of the Premises or any part of the Premises, except Lessee shall be entitled to any damages specifically awarded to it.

8. **LESSOR REPRESENTATIONS AND WARRANTIES**

8.01 Lessor's Representations. Lessor hereby represents and warrants to Lessee that:

a. Lessor has no actual knowledge of any existing physical conditions of the Premises which would prevent, significantly restrict or make more expensive Lessee's development of the Premises for the purposes specified in this Lease, or which could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

b. Lessor has not received notice, oral or written, of and does not have any actual knowledge that there are any mining, mineral or water extraction or development projects in progress or planned to commence on or under the Premises or any portion thereof.

c. The execution of this Lease will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Lessor is a party or by which the Premises or any part thereof is bound.

d. Lessor has no knowledge of any pending or threatened proceedings in eminent domain, or for a sale in lieu thereof, affecting the Premises or any portion thereof, or of any plans for a possible widening of the streets abutting the Premises. If Lessor learns of any litigation or administrative action proposed, threatened or instituted with respect to the Premises, Lessor shall give Lessee prompt notice thereof.

e. Without having made any specific investigation thereof, and without undertaking to do so, Lessor has no actual knowledge of any law, regulation, ordinance or order of any local, state or federal governmental authority which would prohibit or significantly restrict Lessee's development of the Premises pursuant to this Lease. To the best of Lessor's knowledge, the Premises is currently in material compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Premises.

f. To the best of Lessor's knowledge, neither the Premises nor any part thereof violates any Environmental Law. Without limiting the foregoing, except as

disclosed in writing to Lessee, to the best of Lessor's knowledge no Hazardous Materials have been disposed of on the Premises or have been accumulated or burned on the Premises, no part of the Premises or any improvements thereon contain asbestos or asbestos-containing materials (including, without limitation, acoustical plaster, fireproofing, pipe and boiler insulation or similar materials), and no underground storage tanks are located on or under the Premises. "Environmental Law" means all laws of any governmental authority having jurisdiction over the Premises addressing pollution or protection of the environment and all amendments to such laws and all regulations implementing any of the foregoing. "Hazardous Material" shall mean any pollutant, contaminant, hazardous substance, hazardous waste, medical waste, special waste, toxic substance, petroleum-derived substance, waste or additive, asbestos, polychlorinated biphenyl (PCB), radioactive material, or other compound, element or substance in any form (including products) regulated or restricted by or under any Environmental Law.

g. The representations and warranties set forth in this Section shall survive the execution and delivery hereof.

8.02 Lessor Covenants.

a. Lessor covenants and agrees to give Lessee exclusive possession of the Premises during the Lease Term, free and clear of all structures, lessees and occupants. Lessor may enter onto the Premises during the Lease Term with reasonable advance notice to Lessee and in such event Lessor shall at all times be accompanied by a representative of Lessee, except (1) upon bona fide emergency to protect life and property and/or (2) in order to maintain, repair or replace Lessor's existing improvements or construct, install, maintain, repair and/or replace future improvements located on or adjacent to the Premises (nothing in this paragraph shall alter the rights between Lessor and Lessee with respect to the maintenance of, possession of, or improvement to the Premises). Except for entry by Lessee under the terms of this Lease, Lessor agrees, for itself and for parties under its control, not to allow entry upon the Premises and shall not interfere with or handle any of Lessee's equipment or the Solar Electric Facility without written authorization from Lessee.

b. Lessor does not and shall not have a lien on, or any interest in, any of Lessee's personal property, including, but not limited to, the Solar Electric Facility, Lessee's inventory, trade fixtures, removable equipment, fixtures and all improvements ("Lessee's Assets"), and all of Lessee's Assets shall be deemed the personal property of Lessee in accordance with applicable state law and the UCC. Lessor expressly waives any lien or related rights, if any, granted or conferred upon Lessor by Applicable Law on any of Lessee's Assets, and to the extent any such lien is nevertheless imposed upon Lessee's Assets, Lessor subordinates such lien to the lien of any "Lessee Mortgagee", and will specifically acknowledge the rights of any Lessee Mortgagee. This provision is operative without execution of any further documentation, and may be relied on by any Lessee Mortgagee in extending credit to Lessee. Any Lessee Mortgagee shall be a third-party beneficiary of this section of this Lease and may take action against Lessor (i) to enforce its rights and Lessee's rights or (ii) in the event of a breach by Lessor of its duties under this provision.

c. Lessor covenants and agrees that if there is a mortgage or mortgages encumbering the Premises, as of the reference date of this Lease, (each, a "Lessor Mortgage"), then Lessor agrees to make all payments under each such Lessor Mortgage when due. In the event that Lessor receives from the mortgagee of any such Lessor Mortgage any notice that payments under such Lessor Mortgage are overdue, Lessor shall so notify Lessee and each Lessee Mortgagee by sending a copy of such notice to Lessee within the earlier of (i) five (5) days of receipt, and (ii) three (3) business days prior to the date by which a default under or in respect of such Lessor Mortgage could occur. If Lessee or any Lessee Mortgagee determines that it would be in Lessee's interest to make such payments under such Lessor Mortgage on Lessor's behalf following receipt of such notice, Lessee shall have the right to make such payments and to credit the payments so made against the rent payment next due under the Lease.

d. Except for Lessor Mortgages existing on the Effective Date (for which Lessor shall have delivered an SNDA) and Taxes not yet due and payable, Lessor shall not permit any monetary liens to encumber the Premises which have priority over the Lease. In the event Lessor encumbers the Premises subsequent to the date of this Lease,

(i) the Lease shall retain its priority position, and (ii) the holder of each Lessor Mortgage or security interest shall execute and deliver to Lessee a fully executed and acknowledged non-disturbance agreement in a commercially reasonable form, and reasonably acceptable to Lessee and any Lessee Mortgagee whereby the holder agrees, among other things, to recognize Lessee's rights under this Lease and not to disturb Lessee's possession and use of the Premises and such other appurtenant rights and easements in the Premises. With respect to other monetary encumbrances (i.e., mechanics' liens, judgment liens, tax liens, etc.), Lessor shall take any such actions as are required to prevent any material adverse effect to Lessee's use hereunder as a result of such encumbrances.

e. Lessor agrees that whenever it is provided in this Lease that the prior consent or approval of Lessor is required, Lessor will not unreasonably withhold, condition or delay the giving of such consent or approval.

9. **DEFAULT**

9.01 Events of Default. Any one or more of the events listed in Sub-paragraphs (a) through (e) of this Section 9.01 shall constitute a default under this Lease (each, an "Event of Default").

a) Lessee's failure to pay rent within forty-five (45) days after the rent becomes due and payable in accordance with the terms, covenants and agreements of this Lease.

b) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease, and continuation of this failure for a period of thirty (30) days after Lessor's written notice to Lessee specifying the nature of Lessee's failure; however, a failure as described in this Subparagraph (b) shall not constitute a default if it is curable but cannot with reasonable diligence be cured by Lessee within a period of thirty (30) days, and if Lessee proceeds to cure the failure with reasonable diligence and in good faith,

c) Lessee's abandonment of the Premises and improvements. For the

purposes of this Lease, "abandonment" shall be defined as vacating the Premises with the intention of not returning.

d) The occurrence of both the following events at the date of the commencement of this Lease or during the Term:

i) Filing of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of Lessee's property, by or against Lessee in any court pursuant to any statute either of the United States or of any state.

ii) Lessee's failure to secure a dismissal of the petition within sixty (60) days after its filing.

e) Lessee's assignment of the leasehold interest under this Lease for the benefit of creditors, except as permitted by Section 5.01 of this Lease.

9.02 Notice of Election to Terminate Lessee's Possession. If any Event of Default occurs, Lessor may, after the expiration of any and all applicable cure periods, elect to terminate Lessee's right of possession under this Lease after thirty (30) days from the date of service of notice of the election. If this notice is given, then at the expiration of the thirty (30) days all Lessee's rights, title and interest in the Premises shall expire completely, and Lessee shall quit and surrender the Premises to Lessor without penalty or recourse whatsoever.

9.03 Lessor's Entry After Termination of Lessee's Possession. At any time after the termination of Lessee's right of possession under this Lease, Lessor may enter and possess the Premises by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Premises. If Lessor takes the actions described in this Section 9.03, Lessor may then possess the Premises.

9.04 Rent on Expiration or Termination. The expiration or termination of this Lease shall not relieve Lessee of its liability and obligation to pay the rent and any other charges accrued prior to these events, or relieve Lessee of liability for damages for breach. These liabilities and obligations of Lessee shall survive any expiration or termination of the Lease.

Upon expiration or termination, Lessor shall be entitled to keep all prepaid rent and Lessee waives any claim therefore.

9.05 Costs Incurred Due to Breach. Lessee expressly agrees to pay all expenses that Lessor may incur for reasonable attorney's fees or brokerage commissions, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Lease, restoring the Premises to good order and condition, or otherwise repairing the same and for maintaining the Premises and any of Lessee's property left on the Premises, or for disposing of any of Lessee's property left on the Premises.

9.06 Limitation of Liability. Except for the indemnification pursuant to Section 6.03 and Section 10.01 of this Lease, and except as set forth in in Section 9.07 below, neither party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, incidental, punitive, special or consequential damages, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

9.07. Lessor Default. Lessor shall be in default of this Lease if it shall fail to meet any of its obligations under the terms of this Lease and shall not cure such default within thirty (30) days after receiving notice thereof from Lessee (or if such default cannot be cured through the exercise of reasonable diligence within such thirty (30) day period, if Lessor fails to commence corrective action within such thirty (30) day period and thereafter diligently prosecutes same to completion) ("Lessor Default"). Upon the occurrence of a Lessor Default, Lessee shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) terminate this Lease without being liable for prosecution or any claim of damages therefor; and (ii) pursue any and all other action or remedies that may be available to Lessee at law or in equity, including but not limited to all loss or damage which Lessee may suffer by reason of a termination of this Lease and the loss of the value of the leasehold interest and Solar Electric Facility. In the event of a Lessor Default, Lessee shall provide written notice of such default to AMP as well as Lessor. AMP's address for such notice shall be as follows:

American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229

Attn: General Counsel

10. **EXPIRATION OF TERM**

10.01 Lessee's Delivery of Possession after Termination or Expiration. On the expiration date of this Lease, or the termination of Lessee's possession under this Lease, or any entry or possession of the Premises by Lessor after a default (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Premises, remove its property and deliver to Lessor actual possession and ownership of the Premises in good order, condition and repair. Lessee shall remove its property from the Premises and dispose of it in accordance with generally recognized engineering principles at the time the property is removed and in accordance with all applicable laws, rules and regulations. Lessee shall be responsible for any cleaning of waste, hazardous waste, or other substance placed on the Premises (by anyone other than Lessor or its agents, employees or invitees) during the Term and repair any surface damage; further, if clean-up of the Premises is recommended or ordered by EPA or other governmental officials, including local, state or federal, as a result of Lessee's action or omission during the Term, Lessee will indemnify Lessor for and defend Lessor against all claims made and fines assessed in regard thereto, including reasonable attorney fees associated therewith. Finally, in the event decommissioning is required, Lessee shall cause the decommissioning at its expense and post any required bond or security associated therewith.

11. **GENERAL PROVISIONS**

11.01 No Waiver of Breach. The failure of either party to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt or payment of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

11.02 Waiver of Any Provision Must Be Written. No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall

be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute or otherwise.

11.03 Governing Agreements. This Lease contains the entire agreement between Lessor and Lessee with respect to the lease of the Premises, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought. Notwithstanding the foregoing, Lessor and Lessee acknowledge that other agreements, including but not limited to the Power Sales Contract and the Interconnection Agreement (collectively, the "Other Agreements"), may govern certain aspects of the relationship between Lessor and Lessee in connection with the Solar Electric Facility. Lessor and Lessee further acknowledge that certain costs and expenses allocated to Lessee pursuant to this Lease, including but not limited to allocations set forth in Sections 4.01, 4.02, 5.02, 6.01, 6.02, 6.03, 9.05, 9.06, 10.01 and 11.14, may be wholly or partially re-allocated to Lessor or AMP by the terms of the Other Agreements.

11.04 Notices. All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by certified mail, return receipt requested, with postage fully prepaid or overnight delivery by nationally recognized service, and addressed to the party to be served at the party's address as set forth above. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Section 11.04.

11.05 Lessor's Entry and Inspection of Premises. Lessor, or its agents or designee, shall have the right to enter the Premises during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this Lease continuing beyond the applicable periods of grace. Any entry by Lessor shall be made pursuant to Lessee's safety and security procedures.

11.06 Partial Invalidity or Unenforceability. If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected,

impaired, or invalidated.

11.07 Individuals Benefited by Lease. This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective successors and assigns except as otherwise provided in this Lease.

11.08 Effective Date. This Lease shall be effective and the term shall commence on the Effective Date.

11.09 Authority. The undersigned specifically represent that they are authorized to execute this Lease and that the parties have the right and capacity, respectively, to perform the acts contemplated by this Lease.

11.10 Engineering Standards and Laws. Lessee shall conduct its activities on the Premises in a good and workmanlike manner and in accordance with acceptable construction and engineering standards and in compliance with all applicable federal, state and local laws, rules and regulations.

11.11 No Warranty. Lessor does not warrant or represent that the Premises are safe, healthful or suitable for the purposes for which it is permitted to be used under the terms of this Lease.

11.12 Town Officials Not Liable. No town official or employee shall be personally liable for any matter arising from or in any way connected to this Lease.

11.13 Memorandum of Lease. Lessee may record a Memorandum of Lease in the public records of the county in which the Premises is located. Lessee shall pay for its preparation and recordation and Lessor and Lessee shall execute the Memorandum of Lease attached hereto as Exhibit B contemporaneously with the execution hereof.

11.14 Utilities. Lessee shall pay all utility charges, if any, including, but not limited to water, gas, electricity and sewer, used in and about the Premises, all such charges to be paid by Lessee to the utility company or municipality furnishing the same before the same shall become delinquent.

11.15 Transfer, Assign or Sublet.

a. Assignment by Lessor. It is hereby expressly acknowledged by Lessor that this Lease runs with the Land and is not otherwise assignable by Lessor.

b. Assignment by Lessee. Lessee shall have the right, without Lessor's consent, to sell, convey, lease, or assign all or any portion of its interest in the Premises, on either an exclusive or a non-exclusive basis, or to grant subleases, co-leases, leases, licenses or similar rights with respect to the Premises (collectively, "Assignment"), to AMP or to any Affiliate of Lessee or to any Lessee Mortgagee (as defined herein) or specifically to NextEra Energy Resources, LLC, a Delaware limited liability company or any of its Affiliates (collectively "Assignee"). "Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. Each Assignee shall use the Premises only for the uses permitted under this Lease. "Person" shall be any legal entity, including but not limited to any corporation, limited liability company, partnership, limited partnership, limited liability limited partnership, or any other legal entity established under the laws of any jurisdiction. When Lessee makes any Assignment under this Section, Lessee shall give notice to Lessor of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes) to Lessor. Any Assignment by Lessee to (i) AMP, (ii) NextEra Energy Resources, LLC, or (iii) a Person who directly or indirectly controls Lessee shall release Lessee from obligations assigned thereby which accrue after the date that liability for such obligations is assumed by the Assignee.

11.16 Mutual Waiver of Subrogation. Each party hereby waives any and all claims which arise or which may arise in its favor and against the other party hereto during the Lease Term or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Solar Electric Facility, to the extent that such loss or damage is recovered under an insurance policy or policies and to the extent such policy or policies contain provision(s) permitting such waiver of claims. Each party agrees to request its insurers to issue policies containing such provisions.

11.17 Estoppel Certificate. Lessor and Lessee shall execute and deliver to each

other, within 15 business days after request therefor by the other party, a certificate addressed as indicated by the requesting party and stating:

(a) whether or not this Lease is in full force and effect;

(b) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments;

(c) whether or not there are any existing defaults or Events of Default hereunder known to the party executing the certificate, and specifying the nature thereof;

(d) whether or not any particular Article, Section, or provision of this Lease has been complied with; and

(e) such other matters as may be reasonably requested by the requesting party.

11.18 Counterparts. This Lease may be executed in counterparts, each of which shall constitute original documents, but all of which together shall constitute one and the same instrument.

11.19 Applicable Law. This Lease shall be interpreted and enforced in accordance with the laws of the State of Virginia.

11.20 Headings. The headings of the several sections hereof are inserted for convenience only and shall not control or affect the interpretation of the provisions hereof.

11.21 Force Majeure. If Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any acts required hereunder, other than the payment of Rent, by reason of an event of force majeure, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

11.22 No Joint Venture. Nothing contained in this Lease shall be interpreted as creating a joint venture, partnership, or any other relationship between the parties, other than the relationship described in this Lease.

11.23 Reserved.

11.24 Quiet Enjoyment and Warranty of Title. Lessor covenants that Lessee, upon payment of the rentals reserved herein and the performance of each and every one of the covenants, agreements and conditions on the part of Lessee to be observed and performed, shall and may, peaceably and quietly, have, hold and enjoy the Premises for the term aforesaid, free from molestation, eviction or disturbance (except as allowed or permitted by this Lease). Lessor warrants that Lessor holds a fee simple interest in the Premises and that the Premises are free of any liens, encumbrances or restrictions of any kind that may interfere with Lessee's anticipated use of the Premises. During the Term of this Lease, Lessor covenants and agrees that neither Lessor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; or (ii) take any action which will interfere with or impair Lessee's access to the Premises for the purposes specified in this Lease. Lessor further covenants that, to the best of Lessor's knowledge, there are no outstanding written or oral leases, purchase or sale agreements or other agreements or restrictions encumbering, or in any way affecting the Premises, and no person or entity has any right with respect to the Premises, whether by option to purchase, contract or otherwise, that would prevent or interfere with any of Lessee's rights under this Lease.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the Effective Date.

TOWN OF FRONT ROYAL, VIRGINIA	**DG AMP SOLAR, LLC**
By: _____	By: _____
Name: _____	Name:
Title: _____	Title:

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____, the _____ of the Town of Front Royal, Virginia.

By: _____

Name: _____
My Commission Expires: _____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____ _____, 2016 by_____, as the _____ of DG AMP Solar, LLC.

By: _____

Name: _____
My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

All that certain tract or parcel of land with all the improvements thereon and appurtenances thereunto belonging, lying and being situate in the Shenandoah Magisterial District of Warren County, Virginia and shown on the attached plat prepared by William A. Hall, C.L.S., dated October 13, 1978 and being more particularly described as follows:

Beginning at an iron pin set in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the easterly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence leaving the railway North 38°12'35" East, 760.77 feet running with the easterly line of Manassas Avenue extended to an iron pin set in the center of Leach Run; thence leaving the easterly line of Manassas Avenue North 52°30'57" West, 50.00 feet running with the centerline of Leach Run to a corner of the property acquired by the Town of Front Royal from the Estate of J. F. Donaldson by deed dated 21 December 1973 and recorded in Deed Book 208, at page 92, said point being in the westerly line of Manassas Avenue extended; thence leaving Manassas Avenue and running

[continued on next page]

with the property line of the Town of Front Royal along the center line of Leach Run, the average courses and distances of which are North 41°56'40" West, 242.00 feet; thence North 12°43'17" West, 86.33 feet; thence North 39°46'31" West, 47.74 feet; thence North 54°57'31" West, 113.14 feet; thence North 25°54'56" West, 107.50 feet; thence North 56°40'42" West, 189.71 feet; thence North 44°15'24" West, 105.88 feet; thence North 23°01'09" West, 75.63 feet; thence North 29°57'07" West, 104.02 feet; thence North 08°54'39" East, 79.95 feet; thence North 31°14'05" West, 133.71 feet; thence North 14°14'04" West, 65.44 feet; thence North 27°52'05" West, 70.58 feet; thence North 10°34'11" West, 50.16 feet; thence North 18°19'31" West, 40.42 feet; thence North 31°37'18" West, 100.61 feet; thence North 09°11'00" East, 52.23 feet; thence North 59°05'57" West, 232.62 feet to the point of intersection of Leach Run and Happy Creek, a point in the line of the property acquired by the Riverton Lime Company, Inc. From W. E. Carson by deed dated 23 April 1918 and recorded in Deed Book 21 at Page 322; thence leaving the property of the Town of Front Royal and running with the centerline of Happy Creek the average courses and distances of which are North 07°12'51" West, 212.53 feet; thence North 67°07'55" West, 31.22 feet; thence North 04°19'38" East, 205.86 feet; thence North 22°34'39" East, 393.81 feet; thence North 38°40'12" East, 106.79 feet to a corner of the property acquired by T. Brooks Mims and Beatrice R. Mims, his wife, from R. Alton Morrison by deed of partition dated 6 April 1967 and recorded in Deed Book 152 at page 391, said point bearing North 76°16'44" West, 21.96 feet from an iron pin set; thence leaving Happy Creek South 76°16'44" East, 978.48 feet running with line of the Mims property to an iron pin found by a triple dead cedar tree; thence South 06°15'41" East, 340.62 feet to an iron pin found; thence South 03°53'06" West, 787.98 feet to an iron pin found; thence South 82°07'11" East, 1856.90 feet to an iron pin found at a corner of the property acquired by Donatienne Von Ludwig, et al, from the Estate of J. F. Donaldson by deed dated 1 August 1974 and recorded in Deed Book 214, at Page 616; thence leaving the property of Mims South 07°56'11" East, 763.69 feet running with the line of the property of Von Ludwig to an iron pin found; thence South 14°35'04" West, 1268.51 feet to an iron pin found; thence South 48°46'24" West, 445.91 feet to an iron pin found; thence South 13°25'19" West, 160.59 feet to a point in the northerly line of the Southern Railway right of way and crossing over an iron pin found 2.39 feet from said point; thence leaving the property of Von Ludwig and running with the line of the Southern Railway along a curve to

the right having a radius of 2259.01 feet, an arc of 1020.60 feet and a chord bearing and distance of North 69°30'52" West, 1011.94 feet to a point of compound curve; thence running with a curve to the right having a radius of 3786.83 feet, an arc of 93.19 feet and a chord bearing and distance of North 55°52'00" West, 93.19 feet, thence North 46°04'32" West, 100.00 feet; thence North 52°02'29" West, 98.75 feet; thence North 59°11'04" West, 99.81 feet; thence North 51°21'23" West, 99.14 feet; thence running with a curve to the right having a radius of 3786.83 feet, an arc of 600.02 feet and a chord bearing and distance of North 44°37'21" West, 599.39 feet to the point of beginning. Containing 144.506 Acres of land.

This being the identical real estate acquired by J. F. Donaldson as an heir at law of John W. Donaldson and from Andrew L. Donaldson and Rebecca Donaldson, husband and wife, by deed dated December 19, 1945 of record in the Clerk's Office of the Circuit Court of Warren County, Virginia in Deed Book 64, at Page 452; and from Gretta M. Wallihan, divorced, by deed dated June 24, 1950 of record in the aforesaid Clerk's Office in Deed Book 76, at page 339, less and except out-conveyances in Deed Book 204, at Page 599, Deed Book 208, at Page 365, Deed Book 214, at Page 616, Deed Book 208, at Page 92, and Deed Book 207, at Page 447.

EXHIBIT A-1

PREMISES DESCRIPTION

Beginning at an iron pin set in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the easterly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line S 87° 10' 31" E 652.36' to an iron rod set and being the point of beginning of the new lease area; thence N 00° 15' 37" W397.39' to an iron rod set; thence N 90° 00' 00" E 152.03' to an iron rod set; thence S 75° 14' 39" E211.31' to an iron rod set; thence S 67° 00' 35" E 74.49' to an iron rod set; thence S 49° 41' 02" E 89.93' to an iron rod set; thence S 40° 22' 4" E 318.36' to an iron rod set; thence S 46° 52' 25" E149.40' to an iron rod set; thence S 89° 48' 05" E 139.32' to an iron rod set; thence S 41° 26' 35" E 225.85' to an iron rod set; thence S 49° 22' 55" E 339.00' to an iron rod set; thence S 00° 20' 45" E 197.37' to an iron rod set; thence S 66° 45' 04" W 84.02' to an iron rod set; thence S 89° 47' 08" W 206.12' to an iron rod set; thence N 54° 33' 05" W 332.69' to an iron rod set; thence N 60° 21' 20" W 225.64' to an iron rod set; thence N 56° 57' 51" W 250.21' to an iron rod set; thence 52° 52' 42" W 308.21' to an iron rod set; thence n 60° 43' 01" W 170.08' to the point of beginning. Containing 14.8002 Acres of land, more or less.

AND BEING the same property conveyed to THE TOWN OF FRONT ROYAL, a Municipal Corporation by Deed dated March 22, 1979 from Elizabeth D. Forrester and Paul C. Forrester, husband and wife; John W. Donaldson and Pauline Donaldson, husband and wife; Dorothy L. Stone, divorced; Andrew L. Donaldson and Patricia Donaldson, husband and wife; Mary Alice Cooper and Gary Cooper, husband and wife; Frank D. Donaldson, single; HEIRS OF THE ESTATE OF J.F. DONALDSON recorded in the Clerk's Office of the Circuit Court of Warren County Virginia in Deed Book 264, page 463.

OPEN SPACE AREA

[depicted on survey - legal to be provided prior to execution]

EXHIBIT A-2

ACCESS EASEMENTS

NEW ACCESS EASEMENT DESCRIPTION:
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of N 38°27'17" E 748.49' to a point on the northeast end of Manassas Avenue right of way, said point being the True Point of Beginning of a 20' Access Easement herein described; following the center line of a paved road the following courses N 38°58'50" E 196.00' to a point; thence N 89°46'52" E 48.31' to a point; thence S 46°41'32" E 52.93' to a point; thence S 28°23'30" E 46.42' to a point; thence S 20°30'40" E 106.44' to a point; thence S 33°37'50" E 126.26' to a point; thence S 42°05'57" E 92.16' to a point; thence S 62°51'29" E 76.37' to a point; thence N 85°52'28" E 92.90' to the point, said point being the end of the easement and the beginning of the Access Easement-2.

NEW ACCESS EASEMENT-2 DESCRIPTION:
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of N 70°40'41" E 1088.65' to a point, said point being the True Point of Beginning of the 20' Access Easement-2 herein described; following the centerline of a gravel road the following courses S 34°19'04" E 50.51' to a point; thence S 22°06'19" E 45.20' to a point, said point being on the limit of the lease area; S 61°59'51" W 10.22' to an iron rod, said rod being a corner of the lease area.

EXHIBIT B

MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

This instrument was prepared by and after recording return to: Andrew K. Fritsch, Esquire NextEra Energy Resources, LLC 700 Universe Boulevard LAW/JB Juno Beach, Florida 33408-2657	(This space reserved for recording information)

MEMORANDUM OF SOLAR PROJECT LEASE AGREEMENT

This Memorandum of Solar Project Lease Agreement is executed and effective this _____ day of _____, 2016 by and between the Town of Front Royal, Virginia ("Lessor"), with an address of P.O. Box 1560, Front Royal, Virginia 22630, and DG AMP Solar, LLC ("Lessee") with an address of 700 Universe Boulevard, Juno Beach, Florida 33408.

Witnesseth

1. **Lease**. Pursuant to that certain Solar Project Lease Agreement between Lessor and Lessee with an Effective date of _____, 2016, Lessee has leased from Lessor in accordance with the provisions specified in the Lease, that certain real property situated in Warren County, Virginia, and more particularly described in **Exhibit A** attached hereto and incorporated by reference ~~(the~~, including, but not limited to, the area described therein as the "Open Space Area" on Exhibit A-1 (all of the property described in Exhibits A and A-1 is hereby defined as the "**Demised Premises**"), for the purpose of constructing, installing, operating, inspecting, maintaining, repairing, testing, enlarging, modifying, removing, and replacing the solar Equipment (as defined in the Lease) and any additional equipment required to generate, measure, and transmit solar power.

2. **Access Rights**. Further, The Lease provides Lessee with non-exclusive access easement rights over that property identified in Exhibit B attached hereto and labelled accordingly (the "Access Area"). The Access Area is not a part of the Demised Premises.

3. ~~2.~~ **Lease Term**. The term of the Lease commences on _____, 2016 and continues to and until _____, ~~2021~~20___ (the "**Term**").

4. **Open Space**. Notwithstanding anything else contained herein to the contrary, the Open Space Area will be kept in a natural, vegetated state for the Lease Term, until completion of the decommissioning of the Solar Electric Facility, and until such a time that a new and approvable stormwater management plan for the demised Premises is received by the Virginia Stormwater Management Plan Authority or otherwise in accordance with state law. The Open Space Area shall not be mowed more than four (4) times per year. No soil shall be disturbed in the Open Space Area. Nothing impervious is to be placed within the Open Space Area. Livestock will not be allowed within the Open Space Area. To the extent required, Lessee, or its successor in interest, shall be responsible for obtaining the new and approvable stormwater management plan for the Demised Premises.

5. ~~3.~~ **Notice**. This Memorandum is prepared for the purpose of recordation in order to give notice of the existence of and Term of the Lease.

6. ~~4.~~ **Counterparts**. This Memorandum may be executed in one or more counterparts, each of which is an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date set forth above.

WITNESSES:	LESSOR:
	TOWN OF FRONT ROYAL, VIRGINIA
_____ Print name:_____	By:_____ Name:_____ Title:_____
_____ Print name:_____	

STATE OF_____)
)

COUNTY OF _____)

On this, the ___ day of _____, 2016, before me, a Notary Public in and for the State of Virginia, personally appeared_____, _____ of the Town of Front Royal, Virginia, personally known to me or who provided _____ as identification, and who acknowledged himself/herself to be an authorized officer of the Town of Front Royal, Virginia, and that he/she, as such officer, executed the foregoing instrument for the purposes therein contained and that he/she was duly authorized to do so.
In Witness Whereof, I hereunto set my hand and official seal.

Print Name: _____
(seal) Notary Public, State of _____
Notary Commission No.: _____
My Commission Expires: _____

WITNESSES:

LESSEE:

DG AMP SOLAR, LLC

By: _____

_____
Print name:_____

Name: _____

Title: _____

_____
Print name:_____

STATE OF _____)
)
COUNTY OF _____)

On this, the ___ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, as _____, of DG AMP Solar, LLC, personally known to me, to be the person who subscribed the foregoing instrument and acknowledged that she executed the same on behalf of said corporation and that she was duly authorized to do so.

In Witness Whereof, I hereunto set my hand and official seal.

(seal)

_____
Print Name: _____
Notary Public, State of _____
Notary Commission No.: _____
My Commission Expires: _____

EXHIBIT A
DEMISED PREMISES

Beginning at an iron pin set in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the easterly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line S 87° 10' 31" E 652.36' to an iron rod set and being the point of beginning of the new lease area; thence N 00° 15' 37" W397.39' to an iron rod set; thence N 90° 00' 00" E 152.03' to an iron rod set; thence S 75° 14' 39" E211.31' to an iron rod set; thence S 67° 00' 35" E 74.49' to an iron rod set; thence S 49° 41' 02" E 89.93' to an iron rod set; thence S 40° 22' 4" E 318.36' to an iron rod set; thence S 46° 52' 25" E149.40' to an iron rod set; thence S 89° 48' 05" E 139.32' to an iron rod set; thence S 41° 26' 35" E 225.85' to an iron rod set; thence S 49° 22' 55" E 339.00' to an iron rod set; thence S 00° 20' 45" E 197.37' to an iron rod set; thence S 66° 45' 04" W 84.02' to an iron rod set; thence S 89° 47' 08" W 206.12' to an iron rod set; thence N 54° 33' 05" W 332.69' to an iron rod set; thence N 60° 21' 20" W 225.64' to an iron rod set; thence N 56° 57' 51" W 250.21' to an iron rod set; thence 52° 52' 42" W 308.21' to an iron rod set; thence n 60° 43' 01" W 170.08' to the point of beginning. Containing 14.8002 Acres of land, more or less.

AND BEING the same property conveyed to THE TOWN OF FRONT ROYAL, a Municipal Corporation by Deed dated March 22, 1979 from Elizabeth D. Forrester and Paul C. Forrester, husband and wife; John W. Donaldson and Pauline Donaldson, husband and wife; Dorothy L. Stone, divorced; Andrew L. Donaldson and Patricia Donaldson, husband and wife; Mary Alice Cooper and Gary Cooper, husband and wife; Frank D. Donaldson, single; HEIRS OF THE ESTATE OF J.F. DONALDSON recorded in the Clerk's Office of the Circuit Court of Warren County Virginia in Deed Book 264, page 463.

EXHIBIT A-1
OPEN SPACE AREA

[depicted on survey - legal to be provided prior to execution]

EXHIBIT B

ACCESS AREA

NEW ACCESS EASEMENT DESCRIPTION:
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of N 38°27'17" E 748.49' to a point on the northeast end of Manassas Avenue right of way, said point being the True Point of Beginning of a 20' Access Easement herein described; following the center line of a paved road the following courses N 38°58'50" E 196.00' to a point; thence N 89°46'52" E 48.31' to a point; thence S 46°41'32" E 52.93' to a point; thence S 28°23'30" E 46.42' to a point; thence S 20°30'40" E 106.44' to a point; thence S 33°37'50" E 126.26' to a point; thence S 42°05'57" E 92.16' to a point; thence S 62°51'29" E 76.37' to a point; thence N 85°52'28" E 92.90' to the point, said point being the end of the easement and the beginning of the Access Easement-2.

NEW ACCESS EASEMENT-2 DESCRIPTION:
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of N 70°40'41" E 1088.65' to a point, said point being the True Point of Beginning of the 20' Access Easement-2 herein described; following the centerline of a gravel road the following courses S 34°19'04" E 50.51' to a point; thence S 22°06'19" E 45.20' to a point, said point being on the limit of the lease area; S 61°59'51" W 10.22' to an iron rod, said rod being a corner of the lease area.

EXHIBIT C

OPEN SPACE AREA

4841-0491-4990, v. 4

Document comparison by Workshare Compare on Wednesday, August 24, 2016 10:32:50 AM

Input:	
Document 1 ID	file://C:\Users\akf0r9a\Documents\Front Royal Solar Lease (sent to Town).docx
Description	Front Royal Solar Lease (sent to Town)
Document 2 ID	file://C:\Users\akf0r9a\Documents\Front Royal Solar Lease v5.docx
Description	Front Royal Solar Lease v5
Rendering set	standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	35
Deletions	7
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	42

NOTES CORRESPONDING TO SCHEDULE "B"

THIS SURVEY IS PREPARED WITH REFERENCE TO COMMITMENT FOR TITLE INSURANCE BY FIRST AMERICAN TITLE INSURANCE CO., TITLE NUMBER HTA-9702, EFFECTIVE DATE JANUARY 29, 2016 AT 7:00 AM. OUR OFFICE HAS REVIEWED THE FOLLOWING RELATED EXCEPTIONS IN SCHEDULE BII OF THE ABOVE MENTIONED REPORT:

10. AGREEMENT FOR EASEMENT WITH PAGE POWER CO. OF RECORD IN DEED BOOK 331, PAGE 409, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - IT IS A BLANKET EASEMENT AND THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT

11. EASEMENT TO NORTHERN VIRGINIA POWER CO., ET AL, OF RECORD IN DEED BOOK 68, PAGE 33, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - AS SHOWN (NO SPECIFIED WIDTH)

12. EASEMENT TO NORTHERN VIRGINIA POWER COMPANY OF RECORD IN DEED BOOK 70, PAGE 372, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - AS SHOWN (NO SPECIFIED WIDTH) (REFERENCE IS MADE TO A PLAT IN DEED BOOK 264, PAGE 463 ON WHICH THE EASEMENT IS PLOTTED)

13. EASEMENT TO NORTHERN VIRGINIA POWER COMPANY OF RECORD IN DEED BOOK 73, PAGE 205, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - AS SHOWN (NO SPECIFIED WIDTH)

14. EASEMENT TO TOWN OF FRONT ROYAL OF RECORD IN DEED BOOK 163, PAGE 129, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - AS SHOWN

15. RIGHT OF WAY AGREEMENT OF RECORD IN DEED BOOK 265, PAGE 705, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - AS SHOWN

16. EASEMENT TO VIRGINIA TELEPHONE AND TELEGRAPH COMPANY OF RECORD IN DEED BOOK 189, PAGE 618, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. -THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT

17. EASEMENT TO VIRGINIA TELEPHONE AND TELEGRAPH COMPANY OF RECORD IN DEED BOOK 197, PAGE 473, RECORDER'S OFFICE, WARRANT COUNTY, VIRGINIA. - AS SHOWN

18. DEED OF EASEMENT OF RECORD IN DEED BOOK 207, PAGE 447, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - AS SHOWN

19. NOTWITHSTANDING THE REFERENCE TO ACREAGE OR SQUARE FOOTAGE IN THE DESCRIPTION SET FORTH IN SCHEDULE A HEREOF, THIS COMMITMENT DOES NOT INSURE NOR GUARANTEE THE ACREAGE OR QUANTITY OF LAND SET FORTH THEREIN. - NOT A MATTER OF SURVEY

20. RIGHTS OF PUBLIC TO USE THOSE PORTIONS OF THE SUBJECT PREMISES LYING WITHIN THE BOUNDS OF ANY LEGAL HIGHWAY. - NOT A MATTER OF SURVEY

21. TERMS AND CONDITIONS OF THE DECREE OF ANNEXATION OF RECORD IN DEED BOOK 441, PAGE 788, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA.- DOES NOT AFFECT

22. RIGHTS, IF ANY, FOR SOUTHERN RAILROAD. - AS SHOWN

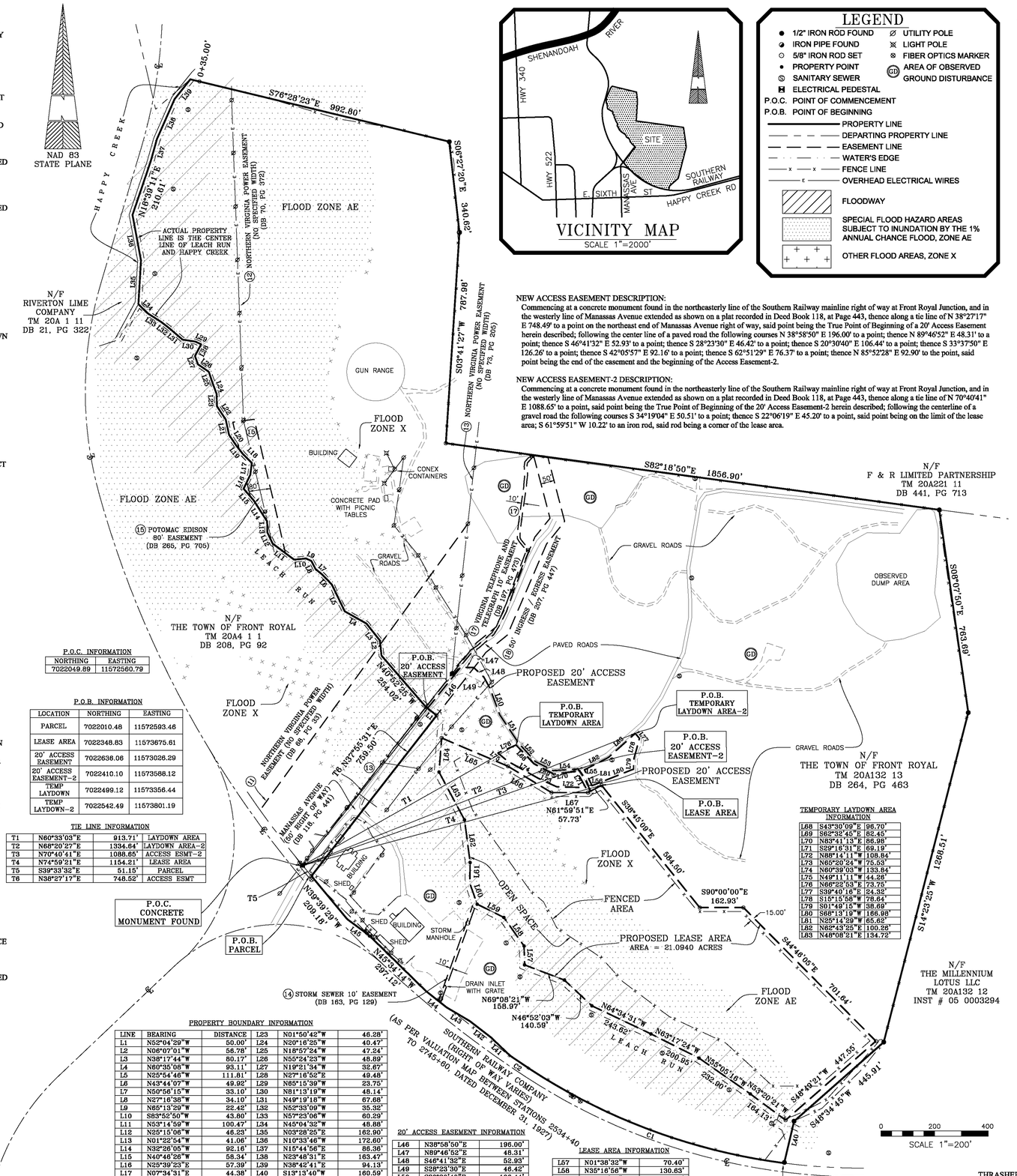
23. RIGHTS, DUTIES AND OBLIGATIONS TO THE UNITED STATES GOVERNMENT AS SET FORTH IN THE SOURCE DEED OF RECORD IN DEED BOOK 264, PAGE 463. - NOT A MATTER OF SURVEY

GENERAL NOTES

1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF AN UPDATED COMMITMENT FOR TITLE BY FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE NUMBER HTA-9702, EFFECTIVE DATE JANUARY 29, 2016, AT 7:00AM. ALL EXCEPTIONS LISTED IN SCHEDULE B, SECTION II ARE SHOWN HEREON OR DO NOT EFFECT THE SUBJECT PROPERTY.
2. THIS PLAT IS BASED ON INFORMATION PROVIDED BY A FIELD SURVEY FROM NOVEMBER 30 TO DECEMBER 30, 2015 BY THE THRASHER GROUP AND OTHER REFERENCE MATERIAL AS LISTED HEREON. UNLESS INDICATED, ALL FEATURES WERE LOCATED BY A FIELD RUN SURVEY.
3. BOUNDARY LINES SHOWN HEREON ARE COMPILED FROM INFORMATION OF RECORD.
4. NON RECORDED EASEMENTS MAY EXIST.
5. THIS SURVEY DOES NOT ADDRESS WETLANDS, TOXIC OR CONTAMINATED WASTE, OR SOIL CONDITIONS NOR HAVE ANY REPORTS, STUDIES, ETC., BEEN FURNISHED TO THIS SURVEYOR OTHER THAN THOSE NOTED - NO OBSERVABLE EVIDENCE OF WETLANDS WERE SEEN DURING THE SURVEY .
6. THERE IS OBSERVABLE EVIDENCE THAT THE SITE WAS USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
7. THERE ARE NO KNOWN OR PROPOSED CHANGES IN STREET RIGHT OF WAY. - AT THE TIME OF THE SURVEY THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK REPAIRS.
8. PROPERTY HAS ACCESS TO MANASSAS AVENUE, BEING A PUBLIC MAINTAINED RIGHT OF WAY.
9. THERE IS OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
10. AS SHOWN ALL CORNERS TO BE MARKED BY AN IRON ROD UNLESS OTHERWISE NOTED.
11. THE AREA OF SUBJECT PROPERTY SHOWN IS PER A FIELD SURVEY FROM NOVEMBER 30 TO DECEMBER 30, 2015 BY THE THRASHER GROUP.
12. AS ACCURATELY AS THE EVIDENCE PERMITS, THE LOCATION OF CEMETERIES, GRAVESITES, AND BURIAL GROUNDS (i) DISCLOSED IN THE RECORD DOCUMENTS PROVIDED TO THE SURVEYOR, OR (ii) OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY. - ARE SHOWN (NONE EVIDENT)
13. LEGAL DESCRIPTION FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GAPS, GORES OR OVERLAPS.
14. ONLY OBSERVABLE AND MARKED UTILITIES WHERE LOCATED, MISS UTILITY WAS CONTACTED TO MARK THE UTILITIES.
15. NO OBSERVED ADDRESS.
16. NUMEROUS SANITARY SEWER MANHOLES WHERE LOCATED THROUGHOUT THE PROPERTY, BUT NO EASEMENT DOCUMENTATION WAS PROVIDED IN THE TITLE COMMITMENT.

FLOOD NOTE

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" AND "AE" ON FLOOD INSURANCE RATE MAP NUMBERS 51187C0108C AND 51187C0116C, WHICH BEAR AN EFFECTIVE DATE OF 06/03/08 AND IS IN A SPECIAL FLOOD HAZARD AREA. BY REVIEWING FLOOD MAPS PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM WE HAVE LEARNED THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THE ACCURACY OF THE MAPS AND/OR TO APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



P.O.C. INFORMATION	
NORTHING	EASTING
7022049.89	11572560.79

P.O.B. INFORMATION		
LOCATION	NORTHING	EASTING
PARCEL	7022010.48	11572593.46
LEASE AREA	7022348.83	11573675.61
20' ACCESS EASEMENT	7022636.06	11573026.29
20' ACCESS EASEMENT-2	7022410.10	11573588.12
TEMP LAYDOWN	7022499.12	11573356.44
TEMP LAYDOWN-2	7022542.49	11573801.19

TIE LINE INFORMATION			
T1	N60°33'03"E	913.71'	LAYDOWN AREA
T2	N68°20'27"E	1334.64'	LAYDOWN AREA-2
T3	N70°40'41"E	1088.65'	ACCESS ESMT-2
T4	N74°59'21"E	1154.21'	LEASE AREA
T5	S39°33'32"E	51.15'	PARCEL
T6	N36°27'17"E	748.52'	ACCESS ESMT

PROPERTY BOUNDARY INFORMATION					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N52°04'29"W	50.00'	L23	N01°50'42"W	46.28'
L2	N06°07'01"W	56.78'	L24	N20°16'25"W	40.47'
L3	N38°17'44"W	80.17'	L25	N18°57'24"W	47.24'
L4	N60°35'08"W	93.11'	L26	N55°24'23"W	48.89'
L5	N25°54'46"W	111.81'	L27	N19°21'34"W	32.67'
L6	N43°44'07"W	49.92'	L28	N27°16'52"E	49.48'
L7	N50°56'15"W	33.10'	L30	N81°13'19"W	48.14'
L8	N27°16'38"W	34.10'	L31	N49°19'18"W	67.68'
L9	N65°13'29"W	22.42'	L32	N52°33'09"W	35.32'
L10	S83°52'50"W	43.80'	L33	N57°23'06"W	60.29'
L11	N53°14'59"W	100.47'	L34	N45°04'32"W	48.88'
L12	N25°15'06"W	46.23'	L35	N03°28'25"E	162.90'
L13	N01°22'54"W	41.06'	L36	N10°33'46"W	172.60'
L14	N32°26'05"W	92.16'	L37	N15°44'56"E	86.36'
L15	N40°46'26"W	58.34'	L38	N23°46'31"E	163.47'
L16	N25°39'23"E	57.39'	L39	N38°42'41"E	94.13'
L17	N07°34'31"E	44.38'	L40	S13°13'40"W	160.59'
L18	N45°21'15"W	45.20'	L41	N46°22'20"W	100.00'
L19	N37°58'04"W	42.78'	L42	N52°20'18"W	98.75'
L20	N33°44'36"W	47.62'	L43	N59°28'54"W	99.81'
L21	N12°11'23"W	58.44'	L44	N51°39'13"W	99.13'
L22	N33°37'57"W	59.06'	L45	N53°39'30"W	100.49'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2258.83'	1015.53'	1007.00'	N69°44'54"W
C2	3786.72'	93.19'	93.19'	N56°09'49"W

20' ACCESS EASEMENT INFORMATION		
L46	N38°58'50"E	196.00'
L47	N89°46'52"E	45.31'
L48	S46°41'32"E	52.93'
L49	S28°23'30"E	46.42'
L50	S20°30'40"E	106.44'
L51	S33°37'50"E	126.26'
L52	S42°05'57"E	92.16'
L53	S62°51'29"E	76.37'
L54	N85°52'28"E	92.90'

20' ACCESS EASEMENT-2 INFORMATION		
L55	S34°19'04"E	50.51'
L56	S22°06'19"E	45.20'

LEASE AREA INFORMATION		
L57	N01°38'32"W	70.40'
L58	N35°16'56"W	130.63'
L59	N63°37'21"W	110.85'
L60	N19°23'07"W	82.32'
L61	N00°47'16"E	77.75'
L62	N07°31'35"W	160.46'
L63	N28°02'16"W	202.26'
L64	N04°23'14"E	127.31'
L65	S86°55'40"E	269.04'
L66	S58°46'35"E	189.56'
L67	S90°00'00"E	136.00'

TEMPORARY LAYDOWN AREA INFORMATION	
L68	S43°30'09"E 96.70'
L69	S62°32'45"E 82.45'
L70	N83°41'13"E 86.98'
L71	S29°16'31"E 69.19'
L72	N88°14'11"W 108.84'
L73	N65°20'24"W 75.53'
L74	N60°39'03"W 133.84'
L75	N49°11'11"W 44.26'
L76	N66°22'53"E 73.75'
L77	S39°40'18"E 24.32'
L78	S15°15'58"W 78.64'
L79	S01°49'15"W 38.69'
L80	S88°13'19"W 166.98'
L81	N25°14'29"W 65.62'
L82	N62°43'25"E 100.26'
L83	N48°08'21"E 134.72'

VICINITY MAP
SCALE 1"=2000'

LEGEND

- 1/2" IRON ROD FOUND
- IRON PIPE FOUND
- 5/8" IRON ROD SET
- PROPERTY POINT
- SANITARY SEWER
- ELECTRICAL PEDESTAL
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- UTILITY POLE
- LIGHT POLE
- FIBER OPTICS MARKER
- AREA OF OBSERVED GROUND DISTURBANCE
- PROPERTY LINE
- DEPARTING PROPERTY LINE
- EASEMENT LINE
- WATER'S EDGE
- FENCE LINE
- OVERHEAD ELECTRICAL WIRES
- FLOODWAY
- SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, ZONE AE
- OTHER FLOOD AREAS, ZONE X

NEW ACCESS EASEMENT DESCRIPTION:
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of N 38°27'17" E 748.49' to a point on the northeast end of Manassas Avenue right of way, said point being the True Point of Beginning of a 20' Access Easement herein described; following the center line of a paved road the following courses N 38°58'50" E 196.00' to a point; thence N 89°46'52" E 48.31' to a point; thence S 46°41'32" E 52.93' to a point; thence S 28°23'30" E 46.42' to a point; thence S 20°30'40" E 106.44' to a point; thence S 33°37'50" E 126.26' to a point; thence S 42°05'57" E 92.16' to a point; thence S 62°51'29" E 76.37' to a point; thence N 85°52'28" E 92.90' to the point, said point being the end of the easement and the beginning of the Access Easement-2.

NEW ACCESS EASEMENT-2 DESCRIPTION:
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of N 70°40'41" E 1088.65' to a point, said point being the True Point of Beginning of the 20' Access Easement-2 herein described; following the centerline of a gravel road the following courses S 34°19'04" E 50.51' to a point; thence S 22°06'19" E 45.20' to a point, said point being on the limit of the lease area; S 61°59'51" W 10.22' to an iron rod, said rod being a corner of the lease area.

LEGAL DESCRIPTION

CURRENT RECORD DESCRIPTION PER DEED BOOK 264, PAGE 463:
All that certain tract or parcel of land with all the improvements thereon and appurtenances thereunto belonging, lying and being situate in the Shenandoah Magisterial District of Warren County, Virginia and shown on the attached plat prepared by William A. Hall, C.L.S., dated October 13, 1978 and being more particularly described as follows:

Beginning at an iron pin set in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the easterly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence leaving the railway North 38°12'35" East, 760.77 feet running with the easterly line of Manassas Avenue extended to an iron pin set in the center of Leach Run; thence leaving the easterly line of Manassas Avenue North 52°30'57" West, 50.00 feet running with the centerline of Leach Run to a corner of the property acquired by the Town of Front Royal from the Estate of J. F. Donaldson by deed dated 21 December 1973 and recorded in Deed Book 208, at page 92, said point being in the westerly line of Manassas Avenue extended; thence leaving Manassas Avenue and running with the property line of the Town of Front Royal along the center line of Leach Run, the average courses and distances of which are North 41°56'40" West, 242.00 feet; thence North 12°43'17" West, 86.33 feet; thence North 39°46'31" West, 47.74 feet; thence North 54°57'31" West, 113.14 feet; thence North 25°54'56" West, 107.50 feet; thence North 56°40'42" West, 189.71 feet; thence North 44°15'24" West, 105.88 feet; thence North 23°01'09" West, 75.63 feet; thence North 29°57'07" West, 104.02 feet; thence North 08°54'39" East, 79.95 feet; thence North 31°14'05" West, 133.71 feet; thence North 14°14'04" West, 65.44 feet; thence North 27°52'05" West, 70.58 feet; thence North 10°34'11" West, 50.16 feet; thence North 18°19'31" West, 40. 42 feet; thence North 31°37'18" West, 100.61 feet; thence North 09°11'00" East, 52.23 feet; thence North 59°05'57" West, 232.62 feet to the point of intersection of Leach Run and Happy Creek, a point in the line of the property acquired by the Riverton Lime Company, Inc. from W. E. Carson by deed dated 23 April 1918 and recorded in Deed Book 21 at Page 322; thence leaving the property of the Town of Front Royal and running with the centerline of Happy Creek the average courses and distances of which are North 07°12'51" West, 212.53 feet; thence North 67°07'55" West, 31.22 feet; thence North 04°19'38" East, 205.86 feet; thence North 22°34'39" East, 393.81 feet; thence North 38°40'12" East, 106.79 feet to a corner of the property acquired by T. Brooks Mims and Beatrice R. Mims, his wife, from R. Alton Morrison by deed of partition dated 6 April 1967 and recorded in Deed Book 152 at page 391, said point bearing North 76°16'44" West, 21.96 feet from an iron pin set; thence leaving Happy Creek South 76°16'44" East, 978.48 feet running with line of the Mims property to an iron pin found by a triple dead cedar tree; thence South 06°15'41" East, 340.62 feet to an iron pin found; thence South 03°53'06" West, 787.98 feet to an iron pin found; thence South 82°07'11" East, 1856.90 feet to an iron pin found at a corner of the property acquired by Donatienne Von Ludwig, et al, from the Estate of J. F. Donaldson by deed dated 1 August 1974 and recorded in Deed Book 214, at Page 616; thence leaving the property of Mims South 07°56'11" East, 763.69 feet running with the line of the property of Von Ludwig to an iron pin found; thence South 14°35'04"West, 1268.51 feet to an iron pin found; thence South 48°46'24" West, 445.91 feet to an iron pin found; thence South 13°25'19" West, 160.59 feet to a point in the northerly line of the Southern Railway right of way and crossing over an iron pin found 2.39 feet from said point; thence leaving the property of Von Ludwig and running with the line of the Southern Railway along a curve to the right having a radius of 2259.01 feet, an arc of 1020.60 feet and a chord bearing and distance of North 69°30'52" West, 1011.94 feet to a point of compound curve; thence running with a curve to the right having a radius of 3786.83 feet, an arc of 93.19 feet and a chord bearing and distance of North 55°52'00" West, 93.19 feet; thence North 46°04'32" West, 100.00 feet; thence North 52°02'29" West, 98.75 feet; thence North 59°11'04" West, 99.81 feet; thence North 51°21'23" West, 99.14 feet; thence running with a curve to the right having a radius of 3786.83 feet, an arc of 600.02 feet and a chord bearing and distance of North 44°37'21" West, 599.39 feet to the point of beginning. Containing 144.506 Acres of land.

This being the identical real estate acquired by J. F. Donaldson as an heir at law of John W. Donaldson and from Andrew L. Donaldson and Rebecca Donaldson, husband and wife, by deed dated December 19, 1945 of record in the Clerk's Office of the Circuit Court of Warren County, Virginia in Deed Book 64, at Page 452; and from Gretta M. Wallihan, divorced, by deed dated June 24, 1950 of record in the aforesaid Clerk's Office in Deed Book 76, at page 339, less and except out-conveyances in Deed Book 204, at Page 599, Deed Book 208, at Page 365, Deed Book 214, at Page 616, Deed Book 208, at Page 92, and Deed Book 207, at Page 447.

NEW PARCEL DESCRIPTION PER CURRENT SURVEY:
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of S 39°33'32" E 51.15' to an iron rod set, said rod being the True Point of Beginning of the Parcel herein described; thence N 37°55'31" E 759.50' running with the easterly line of Manassas Avenue extended to an iron pin set in the center of Leach Run; thence leaving the easterly line of Manassas Avenue N 52°04'29" W 50.00' running with the centerline of Leach Run to a corner of the property acquired by the Town of Front Royal from the Estate of J. F. Donaldson by deed dated 21 December 1973 and recorded in Deed Book 208, at page 92, said point being in the westerly line of Manassas Avenue extended; thence leaving Manassas Avenue and running with the property line of the Town of Front Royal along the center line of Leach Run, the average courses and distances of which are N 40°52'25" W 254.02'; thence N 06°07'01" W 56.78'; thence N 38°17'44" W 80.17'; thence N 60°35'08" W 93.11'; thence N 25°54'46" W 111.81'; thence N 43°44'07" W 49.92'; thence N 50°56'15" W 33.10'; thence N 27°16'38" W 34.10'; thence N 65°13'29" W 22.42'; thence S 83°52'50" W 43.80'; thence N 53°14'59" W 100.47'; thence N 25°15'06" W 46.23'; thence N 01°22'54" W 41.06'; thence N 32°26'05" W 92.16'; thence N 40°46'26" W 58.34'; thence N 25°39'23" E 57.39'; thence N 07°34'31" E 44.38'; thence N 45°21'15" W 45.20'; thence N 37°58'04" W 42.78'; thence N 33°44'36" W 47.62'; thence N 12°11'23" W 58.44'; thence N 33°37'57" W 59.06'; thence N 01°50'42" W 46.28'; thence N 20°16'25" W 40.47'; thence N 55°24'23" W 48.89'; thence N 19°21'34" W 32.67'; thence N 27°16'52" E 49.48'; thence N 65°15'39" W 23.75'; thence N 81°13'19" W 48.14'; thence N 49°19'18" W 67.68'; thence N 52°33'09" W 35.32'; thence N 57°23'06" W 60.29'; thence N 45°04'32" W 48.88' to the point of intersection of Leach Run and Happy Creek, a point in the line of the property acquired by the Riverton Lime Company, Inc. from W. E. Carson by deed dated 23 April 1918 and recorded in Deed Book 21 at Page 322; thence leaving the property of the Town of Front Royal and running with the centerline of Happy Creek the average courses and distances of which are N 03°28'25" E 162.90'; thence N 10°33'46" W 172.60'; thence N 18°39'11" E 210.61'; thence N 15°44'56" E 86.36'; thence N 23°46'31" E 163.47'; thence N 38°42'41" E 94.13' to a corner of the property acquired by F & R Limited Partnership, from MVA, Limited Partnership by deed dated 25 January 1991 and recorded in Deed Book 441 at page 713, said point bearing N 76°28'23" West 35.00' from an iron pin set; thence leaving Happy Creek S 76°28'23" E 992.80' running with line of the F & R Limited Partnership property to an iron pin found by a triple dead cedar tree; thence S 06°27'20" E 340.62' to an iron pin found; thence S 03°41'27" W 787.98 feet to an iron pin set; thence S 82°18'50" E 1856.90' to an iron pin found at a corner of the property acquired by The Millennium Lotus, LLC, from Donatienne Lerolle by deed dated 29 March 2005 and recorded in Instrument # 05 0003294; thence leaving the property of F & R Limited Partnership S 08°07'50" E 763.69' running with the line of the property of The Millennium Lotus, LLC to an iron pin found; thence S 14°23'25" W 1268.51' to an iron pin found; thence S 48°34'45" W 445.91' to an iron pin found; thence S 13°13'40" W 160.59' to a point in the northerly line of the Southern Railway right of way and crossing over an iron pin found 2.80' from said point; thence leaving the property of The Millennium Lotus, LLC and running with the line of the Southern Railway along a curve to the right having a radius of 2258.83', an arc of 1015.53' and a chord bearing and distance of N 69°44'54" W 1007.00' to a point of compound curve; thence running with a curve to the right having a radius of 3786.72', an arc of 93.19' and a chord bearing and distance of N 56°09'49" W 93.19'; thence N 46°22'20" W 100.00'; thence N 52°20'18" W 98.75'; thence N 59°28'54" W 99.81'; thence N 51°39'13" W 99.13'; thence N 45°34'14" W 297.12'; thence N 53°39'30" W 100.49'; thence N 39°39'29" W 209.18' to the point of beginning. Containing 144.5503 Acres of land.

NEW LEASE AREA DESCRIPTION:
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of S 74°59'21" E 1154.21' to an iron rod set, said rod being the True Point of Beginning of the Lease Area herein described; thence S 38°45'09" E 584.50' to an iron rod set; thence S 90°00'00" E 162.93' to an iron rod set; thence S 44°46'05" E 701.64' to an iron rod set; thence S 48°49'21" W 447.55' to an iron rod set on the easterly bank of Leach Run; thence running with said bank of Leach Run the following courses and distances: N 53°20'21" W 164.13' to a point; N 55°05'16" W 232.90' to a point; N 63°17'24" W 200.95' to a point; N 64°34'31" W 243.62' to a point; N 46°52'03" W 140.59' to a point; N 69°08'21" W 158.97' to a point; N 35°16'56" W 130.63' to a point; N 63°37'21" W 110.85' to a point; N 19°23'07" W 82.32' to a point; N 00°47'16" E 77.75' to a point; N 07°31'35" W 160.46' to a point; N 28°02'16" W 202.26' to a point; N 04°23'14" E 127.31' to an iron rod set; thence departing said bank of Leach Run S 66°55'40" E 269.04' to an iron rod set; thence S 58°46'35" E 189.56' to an iron rod set; thence S 90°00'00" E 136.00' to an iron rod set; thence N 61°59'51" E 57.73' to the point of beginning. Containing 21.0940 Acres of land.

TEMPORARY LAYDOWN AREA DESCRIPTION:
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of N 60°33'03" E 913.71' to the point of beginning of the herein described Laydown Area; thence S 43°30'09" E 96.70' to a point; thence S 62°32'45" E 82.45' to a point; thence N 83°41'13" E 86.98' to a point; thence S 29°16'31" E 69.19' to a point; thence N 88°14'11" W 108.84' to a point; thence N 65°20'24" W 75.53' to a point' thence N 60°39'03" W 133.84' to a point; thence N 49°11'11" W 44.26' to a point; thence N 66°22'53" E 73.75' to the point of beginning and containing 0.3600 acre of land.

TEMPORARY LAYDOWN AREA-2 DESCRIPTION:
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of N 68°20'27" E 1334.64' to the point of beginning of the herein described Laydown Area-2; thence S 39°40'16" E 24.32' to a point; thence S 15°15'58" W 78.64' to a point; thence S 01°49'15" W 38.69' to a point; thence S 88°13'19" W 166.98' to a point; thence N 25°14'29" W 65.62' to a point; thence N 62°43'25" E 100.26' to a point; thence N 48°08'21" E 134.72' to the point of beginning and containing 0.3833acre of land.

ALTA/NSPS LAND TITLE SURVEY

SURVEYOR'S CERTIFICATE:

TO AMERICAN MUNICIPAL POWER, DG AMP SOLAR, LLC and FIRST AMERICAM TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON DECEMBER 30, 2015.

DATE OF PLAT OR MAP: AUGUST 22, 2016

COMMONWEALTH OF VIRGINIA
DOUGLAS A. RICHMOND
Lic. No. 1718
08/22/2016
LAND SURVEYOR

THRASHER PROJECT NUMBER: 101-050-5688

NO.	DATE	REVISION
1.	04/06/16	REVISED GENERAL NOTE #6 & FIELD CORRECTIONS
2.	06/22/16	REVISED LEASE AREA & ADDED TWO 20' ACCESS EASEMENTS
3.	08/22/16	REVISED LEASE AREA & ADDED TWO TEMP LAYDOWN AREAS

ALTA/NSPS LAND TITLE SURVEY
for
AMERICAN MUNICIPAL POWER, INC (AMP)
TOWN OF FRONT ROYAL
TM 20A132 13
WARREN COUNTY, VA

DRAWN BY: SJB
CHECKED BY: DAR

SHEET 1 OF 1

THRASHER
THE THRASHER GROUP INC.
SURVEYING • MAPPING • CONSULTING
236 CAMBRIDGE STREET, FREDERICKSBURG, VA 22405
PHONE (540) 372-3499 • FAX (540) 372-6746

8G

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 8(G)

Meeting Date: September 12, 2016

Agenda Item: COUNCIL APPROVAL – DMV Highway Safety Grant

Summary: Council is requested to approve a Division of Motor Vehicles (DMV)/Highway Safety Grant in the amount of $15,375.00 ($7,688.00 matching funds) to be used to pay officers who work overtime for selective enforcement assignments such as sobriety checkpoints and saturation patrols to focus on identifying impaired drivers. The funds will also cover the cost to replace three aging radar units, three breath test units and the expense of having on officer attend the annual Mid-Atlantic DUI Conference.

Budget/Funding: 1000 – 3310003 - $15,375.00 – General Fund –Grant Proceeds Law Enforcement
3102-47001 - $6,825.00 – Police Patrol – Machinery & Equipment
3102-45504 - $750.00 – Police Patrol – Travel & Education
3102-41002 - $7,800.00 – Police Patrol – Salaries – Overtime

Attachments: Memo from the Police Captain and Grant information

Meetings: None

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 Division of Motor Vehicle (DMV)/Highway Safety Grant in the amount of $15,375.00 with a matching fund of $7,688.00 to be used for selective enforcement assignments overtime, cost to replace three radar units, cost to replace three breath test units and to have an officer attend the Annual Mid-Atlantic DUI Conference. I further move to direct the Town Manager to sign the necessary documents to accept the grant.**

*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

TOWN OF FRONT ROYAL

POLICE DEPARTMENT
23 EAST JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

NORMAN SHIFLETT
Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

To: Mr. Steve Burke, Town Manager

From: Kevin Nicewarner, Captain

Date: August 26, 2016

Subject: DMV Highway Safety Grant FY2017

Attached you will find a DMV / Highway Safety Grant that has been awarded to the Town of Front Royal Police Department for Federal Fiscal Year 2017. This grant would be effective from October 01, 2016 through September 30, 2017.

The *Selective Enforcement – Alcohol* grant approved amount totals $15,375.00. These funds will be used to pay officers who work overtime for selective enforcements assignments such as sobriety checkpoints and saturation patrols to focus on identifying impaired drivers. The funds will also cover the cost to replace three aging radar units, three preliminary breath test units, and to cover the expense of having one officer attend the annual Mid-Atlantic DUI conference in Virginia Beach, VA.

As in previous years, the approved project requires the town to include a 50% match of funds for law enforcement. The matching funds total $7,688.00 and will be incurred through our fuel and vehicle maintenance budget.

I am requesting this be placed on the Council's Consent Agenda. If approved, I will need your authorizing signature on both attached originals and returned back to me for processing. Please let me know if you have any questions.

CC: Major Hite
Captain Ryman
MPO Mauck
Lois Miner

RECEIVED
AUG 29 2016
TOWN OF FRONT ROYAL
TOWN MANAGER'S OFFICE

www.dmvNow.com
Virginia Department of Motor Vehicles
Post Office Box 27412
Richmond, Virginia 23269-0001

HIGHWAY SAFETY GRANT AGREEMENT

Purpose: Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

Instructions: Subrecipients must read the contract, complete all applicable information on the first and last page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subrecipient: Front Royal Town	**Federal Award Identification Number (FAIN):** 18X9205464VA14
Project Title: Selective Enforcement - Alcohol	**Project Number:** 154AL-2017-57012-6661
CFDA#: 20.607 **CFDA Name:** Alcohol Open Container Requirements	**Grant Award Amount:** $15,375.00 Federal Funds Obligated: $15,375.00 Total Federal Funds Obligated: $15,375.00
Period of Performance: From October 1, 2016, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2017. Allow 21 days for the Department to complete its review and signature. **FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2017.**	**Sounce of funds obligated to this award:** U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) **Date of Award Letter from NHTSA:** September 30, 2016

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter. **Subrecipient certifies that this grant does not include research and development.**

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

Kevin D. Nicewarner, Captain
Name and Title of Project Director (print)

Signature _____ Date _____

Subrecipient's DUNS Number _____

Does your locality/legal entity expend $750,000 or more annually in total federal funds? *(check one)* ____Yes ____No

_____
Name and Title of Authorized Approving Official (print)

_____
Signature Date

For Virginia Department of Motor Vehicles:

John Saunders
Director, Virginia Highway Safety Office (print)

Signature _____ Date _____

Department of Motor Vehicles

Grant Budget Lines

Date Run: 01- AUG- 2016

154AL- 2017 - 57012 - 6661 - Front Royal Town **PM: Doug Stader** **Project Director Initials ____ Date**

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	Approx 200 hrs selective enforcement @ $39.00/hr	200	39.00	7,800.00	7,800.00	0.00
Training / Travel	VAHSO Approved Training (DUI Conference)	1	750.00	750.00	750.00	0.00
Equipment	Stalker Dual SL 805-0022-00 Moving and Stationary In Car Radars	3	1,950.00	5,850.00	5,850.00	0.00
Equipment	Alco-sensor III part# 12-0210-00, P B T Device	3	325.00	975.00	975.00	0.00
Matching Funds	Fuel and Vehicle Maintenance	1	7,688.00	7,688.00	0.00	7,688.00
			Total:	**23,063.00**	**15,375.00**	**7,688.00**

Subrecipient Name: Front Royal Town Project #: 154AL-2017-57012-6661

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

   a. List Specific Program Elements:

   For October 1, 2016 through December 31, 2016

   Estimated 60 number of overtime hours to be used

   Estimated 1 number of checkpoints

   Estimated 4 number of saturation/individual patrols

   For January 1, 2017 through March 31, 2017

   Estimated 20 number of overtime hours to be used

   Estimated 0 number of checkpoints

   Estimated 4 number of saturation/individual patrols

   For April 1, 2017 through June 30, 2017

   Estimated 60 number of overtime hours to be used

   Estimated 1 number of checkpoints

   Estimated 4 number of saturation/individual patrols

   For July 1, 2017 through September 30, 2017

   Estimated 60 number of overtime hours to be used

   Estimated 1 number of checkpoints

   Estimated 4 number of saturation/individual patrols

   b. To conduct a minimum of 1 checkpoints and/or 2 saturation/individual patrols for (during) the Click It or Ticket Mobilization period in May 2017.

   c. To conduct a minimum of 2 checkpoints and/or 4 saturation patrols for the mandatory Checkpoint Strike Force Campaign.

   d. To have 1 number of sworn officers attend 1 number DMV approved traffic safety-related training events (e.g. ACTS, NHTSA Safety Summit, Field Sobriety Testing).

   e. Increase from number of radar units in active use from 13 to 13. (If approved, all units must be ordered by December 31, 2016 and put in service by March 31, 2017).

   f. Increase from number of breath testing units in active use from 11 to 11. (If approved, all units must be ordered by December 31, 2016 and put in service by March 31, 2017).

Project Director _____ _____
Initial Date

Subrecipient Name: Front Royal Town Project #: 154AL-2017-57012-6661

2. The subrecipient must contribute to the overall State Highway Safety Plan goals:

ALCOHOL

STATEWIDE GOAL: Decrease alcohol impaired driving fatalities 4 percent from the 2014 calendar base year of 214 to 205 by December 31, 2017.

AGENCY GOAL: To reduce alcohol related injury crashes in Front Royal/Warren County from 16 to 10 and reduce alcohol fatality accidents from 1 to 0.

- Must participate in Checkpoint Strike Force (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) activities.
- Subrecipients must submit Checkpoint Strike Force (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) selective enforcement data electronically through TREDS (Traffic Records Electronic Data System).
- BASED ON ALCOHOL-RELATED CRASH DATA (using crash data from VAHSO or other approved local crash information):

  75% percent of alcohol selective enforcement activities are to be conducted

  between the hours of 9:00 PM - 3:00 AM

  with special emphasis on the following days of the week: Friday, Saturday, Sunday.

  The remaining 25% percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.
- Enforcement is to be conducted using data-identified problem locations.
- Grant-funded equipment must be ordered by December 31, 2016, and put in service by March 31, 2017 and documentation maintained concerning use.
- All subrecipients must submit a completed monitoring report (TSS 14-A) to their DMV Grant Monitor by specific assigned dates.
- Subrecipients must attend all mandatory DMV grant-related trainings.

Zero tolerance (no warnings) for violators during grant-funded overtime.

Project Director _____ _____
Initial Date

HIGHWAY SAFETY GRANT AGREEMENT
GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Department is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under Section 1906, Public Law 109-59 (Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users - SAFETEA-LU), as amended by Section 4011, Public Law 114-94 (Fix America's Surface Transportation (FAST) Act).

2. Paid Media. Grants consisting of $100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:

   a. Level 1, for a paid advertising campaign of up to $100,000:

      At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.

   b. Level 2, for a paid advertising campaign **greater than** $100,000:

      In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

      - Mail surveys;
      - Telephone surveys;
      - Focus groups;
      - Mall intercept interviews;
      - Direct mailings;
      - Call-in centers;
      - Newspaper polls;
      - Household interviews;
      - Before and after approach, which compares system status before and after the introduction of the message; and
      - Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.

3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of $5,000 or more must be pre-approved before a Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

   Subrecipient must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal

highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and the Subrecipient and approved by NHTSA and the Department. In the event of a conflict between this section, 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards -- referred to as the "Supercircular"), the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address the Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of the Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to the Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and the Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by the Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Audit. Subrecipients expending $750,000 or more in Federal awards (single or multiple awards) in a year are required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit.* The audit report must be submitted to DMV by **March 15**. Subrecipients are encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at http://harvester.census.gov/sac/. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, the Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipients are required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Article 1. COMPLIANCE WITH LAWS

The Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

The Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) Chapter 4, Highway Safety Act of 1966, as amended; 23 U.S.C. 405, National Priority Safety Programs; 2 CFR Part 200 and 2 CFR Part 1201; the Federal Highway Safety Grant Funding Guidance (Revised 2013); the Federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, the Subrecipient assures and certifies that:

A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of the Subrecipient to act in connection with the application and to provide such additional information as may be required.

B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees.

F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.

G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.

H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to the Subrecipient.

B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.

C. All payments will be made in accordance with the terms of the Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

D. To be eligible for reimbursement under the Grant Agreement, a cost must be incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of Federal or Department funds to support personnel or an activity already supported by local or State funds.

F. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.

G. A Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. The Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A Subrecipient that does not have a Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.

Indirect cost references and information can be found in 2 CFR Part 200.

H. The Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before the Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. A matching report must be submitted with each reimbursement voucher.

I. The Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. The Subrecipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

All grant funds must be encumbered by the end of the grant period (**September 30**), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds shall no longer be available to the Subrecipient. In no case shall the Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.

J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.

K. Grant Agreements supported with Federal or State funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subrecipient may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, the Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to deobligate funds not obligated by the Subrecipient as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may deobligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, the Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, the Subrecipient shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If the Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct the Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

The Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subrecipient or any costs incurred by the Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subrecipients shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

The Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect the Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.

B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

The Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. The Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of the Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. INDEMNIFICATION

The Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of the Subrecipient, its officers, agents or employees. The Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If the Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 10. DISPUTES AND REMEDIES

The Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subrecipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 11. TERMINATION

The Department may terminate the Grant Agreement, in whole or in part, for cause if the Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until the Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- The Department terminates the Grant Agreement for cause and informs the Subrecipient that the project is terminated immediately; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subrecipient that the project is terminated immediately; or
- The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate the Subrecipient for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 12. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that the Subrecipient desires to subcontract part of the work specified in the Grant Agreement, the Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

The Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, the Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 13. NONCOLLUSION

The Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 14. SUBRECIPIENT'S RESOURCES

The Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department.

All employees of the Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, the Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 15. SUBRECIPIENT SEAT BELT USE

The Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by the Subrecipient, including police vehicles.

Article 16. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 17. PROCUREMENT AND PROPERTY MANAGEMENT

The Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose more strict requirements than the Federal standards.

Article 18. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, the Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Article 19. RESEARCH ON HUMAN SUBJECTS

The Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 20. ASSIGNMENT

The Grant Agreement shall not be assignable by the Subrecipient in whole or in part without the written consent of the Department.

Article 21. NONDISCRIMINATION

A. The Subrecipient WILL COMPLY WITH ALL Federal Statutes and implementing regulations relating to nondiscrimination. These include, but are not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
8. **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs a through e, in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program."

C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Subrecipient has been cited for noncompliance with these laws, regulations or policies, the Subrecipient will not be eligible to receive funding.

Article 22. DRUG-FREE WORKPLACE

The Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F.

Article 23. BUY AMERICA ACT

The Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or subrecipient to purchase any manufactured product with a purchase price of $5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 USC 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

Article 24. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- The Subrecipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, the Subrecipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or sub agreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 25. DEBARMENT AND SUSPENSION

A. The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

   1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
   2. Have not within a three (3) year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local public transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
   4. Have not, within a three (3) year period preceding this Grant Agreement, had one or more Federal, State, or local public transactions terminated for cause or default.

B. Where the Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.

C. The Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to the Subrecipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.

D. The Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

Article 26. POLITICAL ACTIVITY (HATCH ACT)

The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Article 27. FEDERAL LOBBYING CERTIFICATION

The Subrecipient certifies to the best of his or her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.

D. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Article 28. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 29. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of

any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If the Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 30. ADDITIONAL PROVISIONS

A. Signature Authorized. The Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

To Subrecipient: _____
_____
_____
_____

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Department of Motor Vehicles Virginia Highway Safety Office

Staunton Region *August, 2016*

Front Royal Alcohol Crash Stats

CY 2014	Fatal CRASHES	CY 2015
0		0

Highest Time Periods

Highest Days

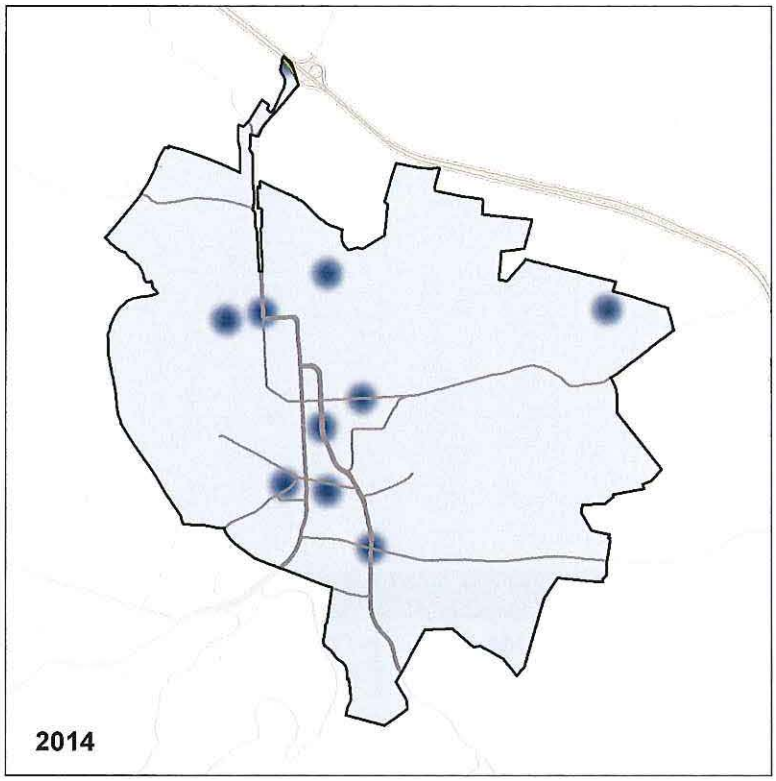
Highest Months

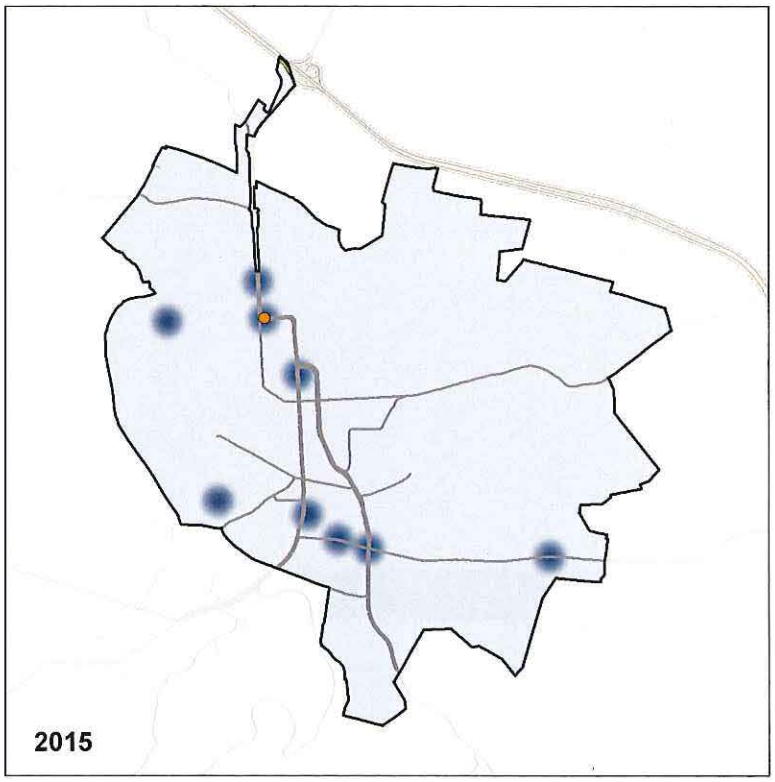
CY 2014	Serious Injury CRASHES	CY 2015
0		1

Highest Time Periods 6:00pm- 8:59pm
100% of serious injury alcohol crashes

Highest Days Saturday
100% of serious injury alcohol crashes

Highest Months January
100% of serious injury alcohol crashes





Front Royal Alcohol-Related Crashes

Interstate Crashes	Non-interstate Crashes
Fatal	Fatal
Serious Injury	Serious Injury

The blue gradient represents the density of all alcohol-related crashes.

0 0.5 1 2
Miles

N

Virginia Tech

This report was generated by the Center for Geospatial Information Technology

Department of Motor Vehicles Virginia Highway Safety Office

Staunton Region *August, 2016*

Front Royal Alcohol Crash Stats

CY 2014 Fatal Crashes

Street	Cross Street	Count

CY 2015 Fatal Crashes

Street	Cross Street	Count

CY 2014 Serious Injury Crashes

Street	Cross Street	Count

CY 2015 Serious Injury Crashes

Street	Cross Street	Count
14TH ST	UNKNOWN	1

Crash Trends

Available Crash Data - Calendar Year (CY)	CY 2012	CY 2013	CY 2014	CY 2015
Total Crashes	195	153	178	179
Fatal Crashes	0	0	1	0
Injury Crashes	76	41	42	45
Alcohol-Related Fatal Crashes	0	0	0	0
Percent of Alcohol-Related Fatal Crashes to Total Fatal Crashes	0%	0%	0%	0%
Alcohol-Related Injury Crashes	8	1	3	3
Percent of Alcohol-Related Injury Crashes to Total Injury Crashes	11%	2%	7%	7%

This report was generated by the Center for Geospatial Information Technology

Department of Motor Vehicles Virginia Highway Safety Office

Staunton Region *August, 2016*

Front Royal Alcohol Crash Stats

Data provided for January 1st - June 30th

January 1st - June 30th, 2015		January 1st - June 30th, 2016*
0	**Fatal CRASHES**	0

Highest Time Periods

Highest Days

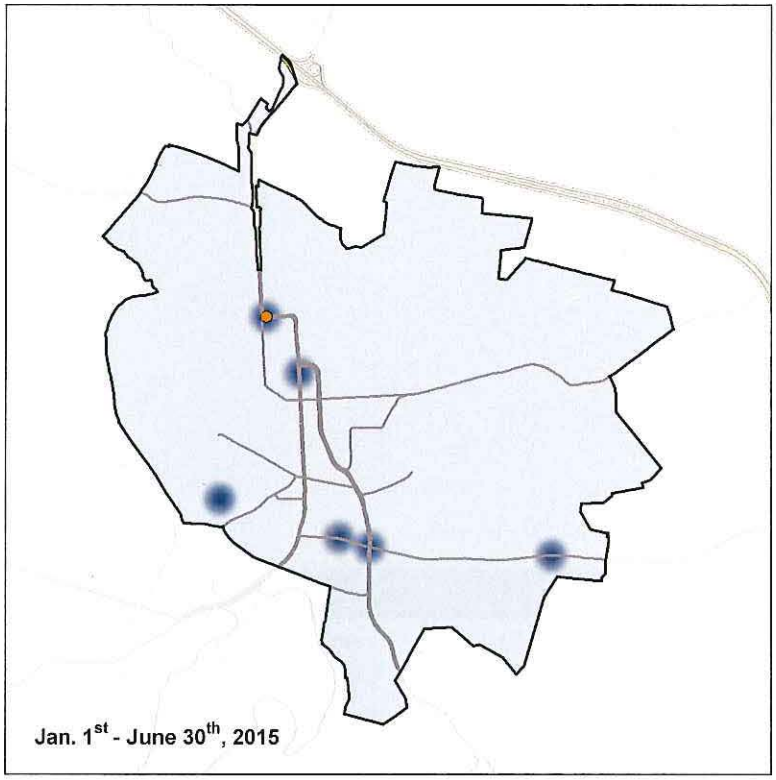
Highest Months

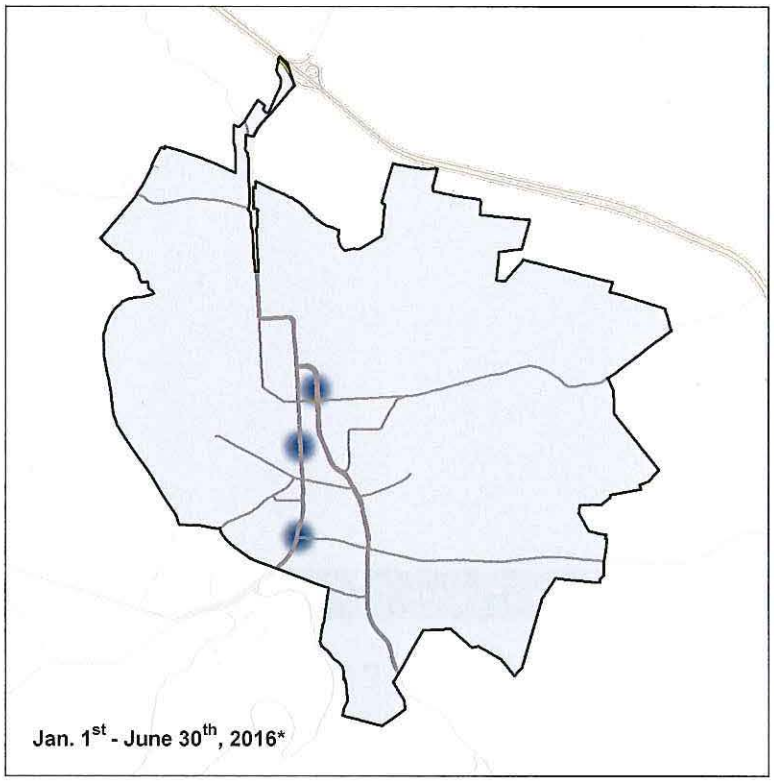
January 1st - June 30th, 2015		January 1st - June 30th, 2016*
1	**Serious Injury CRASHES**	0

6:00pm- 8:59pm **Highest Time Periods**
100% of serious injury alcohol crashes

Saturday **Highest Days**
100% of serious injury alcohol crashes

January **Highest Months**
100% of serious injury alcohol crashes





Front Royal Alcohol-Related Crashes

Interstate Crashes	Non-interstate Crashes
Fatal	Fatal
Serious Injury	Serious Injury

The blue gradient represents the density of all alcohol-related crashes.

0 0.5 1 2
Miles

N

**preliminary data*

Virginia Tech

This report was generated by the Center for Geospatial Information Technology

Department of Motor Vehicles Virginia Highway Safety Office

Staunton Region *August, 2016*

Front Royal Alcohol Crash Stats

Data provided for January 1st - June 30th

January 1st - June 30th, 2015 Fatal Crashes

Street	Cross Street	Count

January 1st - June 30th, 2016 Fatal Crashes*

Street	Cross Street	Count

January 1st - June 30th, 2015 Serious Injury Crashes

Street	Cross Street	Count
14TH ST	UNKNOWN	1

January 1st - June 30th, 2016 Serious Injury Crashes*

Street	Cross Street	Count

Crash Trends

Available Crash Data - January 1st - June 30th	2013†	2014†	2015†	2016*†
Total Crashes	71	83	80	90
Fatal Crashes	0	1	0	1
Injury Crashes	18	17	19	19
Alcohol-Related Fatal Crashes	0	0	0	0
Percent of Alcohol-Related Fatal Crashes to Total Fatal Crashes	0%	0%	0%	0%
Alcohol-Related Injury Crashes	1	2	1	2
Percent of Alcohol-Related Injury Crashes to Total Injury Crashes	6%	12%	5%	11%

This report was generated by the Center for Geospatial Information Technology

†January 1st - June 30th
**preliminary data*

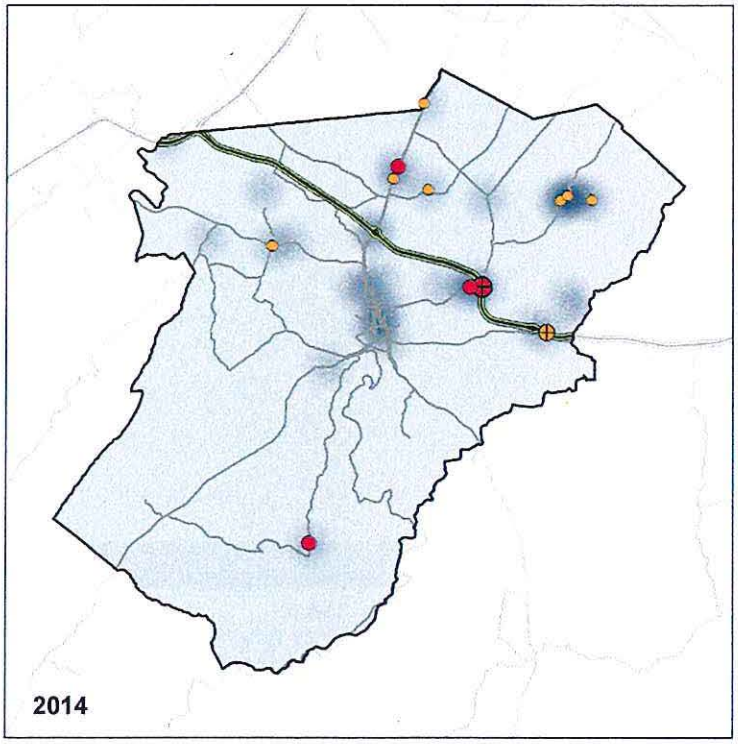
Department of Motor Vehicles Virginia Highway Safety Office

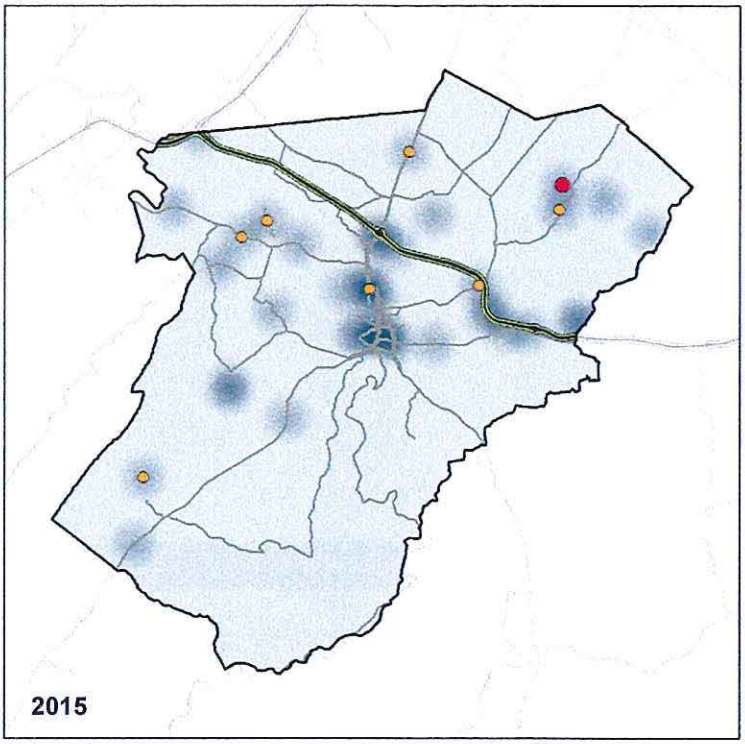
Staunton Region *August, 2016*

Warren County Alcohol Crash Stats

CY 2014	Fatal CRASHES	CY 2015
4		1
Midnight - 2:59am • 3:00am - 5:59am *50% of fatal Alcohol crashes*	**Highest Time Periods**	9:00pm- 11:59pm *100% of fatal alcohol crashes*
Friday • Sunday *50% of fatal Alcohol crashes*	**Highest Days**	Sunday *100% of fatal alcohol crashes*
May • January *50% of fatal Alcohol crashes*	**Highest Months**	June *100% of fatal alcohol crashes*

CY 2014	Serious Injury CRASHES	CY 2015
8		7
6:00pm- 8:59pm *38% of serious injury alcohol crashes*	**Highest Time Periods**	Midnight - 2:59am *57% of serious injury alcohol crashes*
Saturday *38% of serious injury alcohol crashes*	**Highest Days**	Sunday *43% of serious injury alcohol crashes*
October • July *50% of serious injury Alcohol crashes*	**Highest Months**	January *29% of serious injury alcohol crashes*





Warren County Alcohol-Related Crashes

Interstate Crashes
- Fatal
- Serious Injury

Non-interstate Crashes
- Fatal
- Serious Injury

The blue gradient represents the density of all alcohol-related crashes.

0 2.75 5.5 11
Miles

N

Virginia Tech

This report was generated by the Center for Geospatial Information Technology

Department of Motor Vehicles Virginia Highway Safety Office

Staunton Region *August, 2016*

Warren County Alcohol Crash Stats

Data provided for January 1st - June 30th

January 1st - June 30th, 2015 Fatal Crashes

Street	Cross Street	Count
FELLOWS DR		1

January 1st - June 30th, 2016 Fatal Crashes*

Street	Cross Street	Count

January 1st - June 30th, 2015 Serious Injury Crashes

Street	Cross Street	Count
HOWELLSVILLE RD		1
WINCHESTER RD		1
14TH ST	UNKNOWN	1
BUCKS MILL RD	ANDREWS RD	1

January 1st - June 30th, 2016 Serious Injury Crashes*

Street	Cross Street	Count
BROWNTOWN RD		1
FAIRGROUND RD		1
DISMAL HOLLOW RD		1

Crash Trends

Available Crash Data - January 1st - June 30th	2013†	2014†	2015†	2016*†
Total Crashes	220	273	315	270
Fatal Crashes	3	3	2	4
Injury Crashes	70	75	92	85
Alcohol-Related Fatal Crashes	2	2	1	0
Percent of Alcohol-Related Fatal Crashes to Total Fatal Crashes	67%	67%	50%	0%
Alcohol-Related Injury Crashes	5	6	9	8
Percent of Alcohol-Related Injury Crashes to Total Injury Crashes	7%	8%	10%	9%

This report was generated by the Center for Geospatial Information Technology

†January 1st - June 30th
**preliminary data*

Department of Motor Vehicles Virginia Highway Safety Office

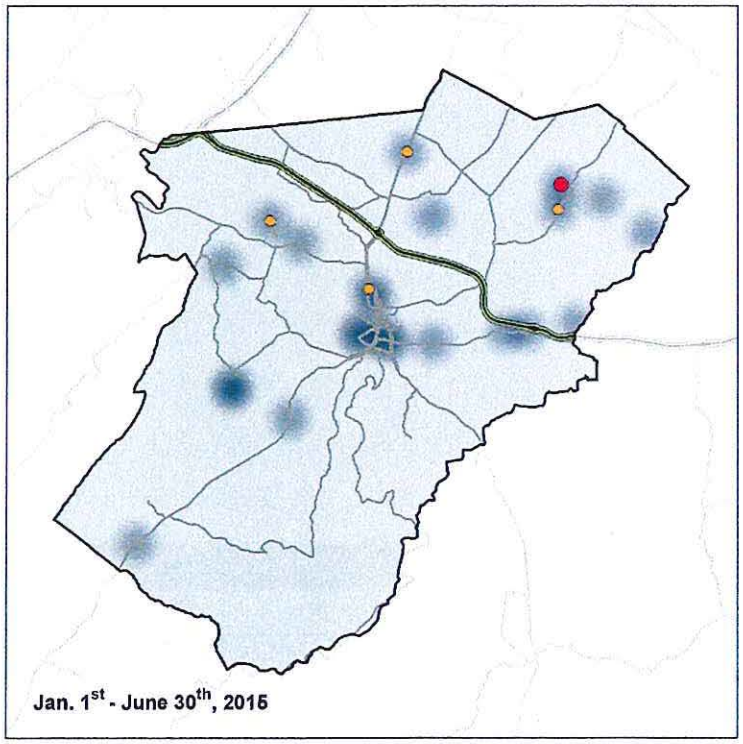
Staunton Region *August, 2016*

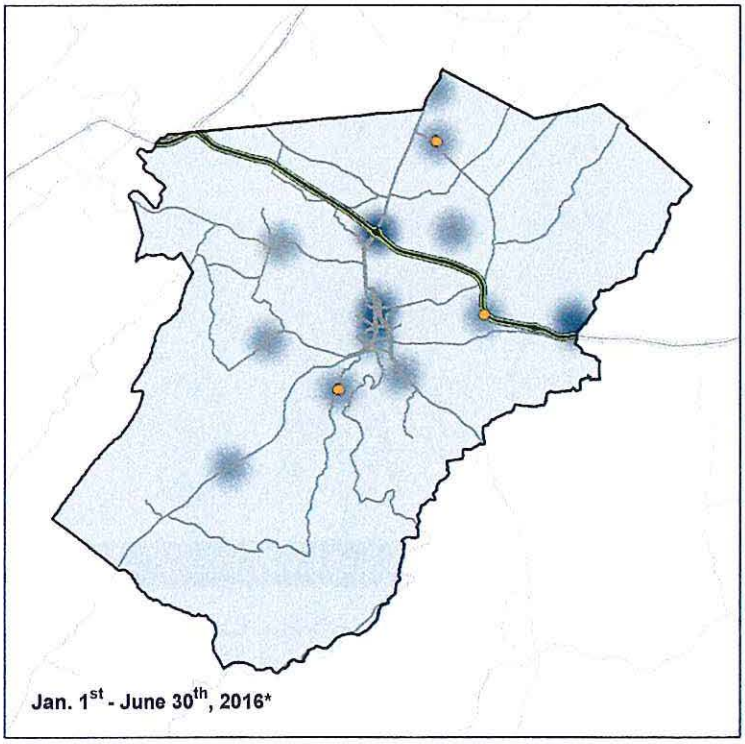
Warren County Alcohol Crash Stats

Data provided for January 1st - June 30th

January 1st - June 30th, 2015		January 1st - June 30th, 2016*
1	**Fatal CRASHES**	0
9:00pm- 11:59pm *100% of fatal alcohol crashes*	**Highest Time Periods**	
Sunday *100% of fatal alcohol crashes*	**Highest Days**	
June *100% of fatal alcohol crashes*	**Highest Months**	

January 1st - June 30th, 2015		January 1st - June 30th, 2016*
4	**Serious Injury CRASHES**	3
Midnight - 2:59am *50% of serious injury alcohol crashes*	**Highest Time Periods**	3:00pm- 5:59pm • 6:00pm- 8:59pm *66% of serious injury Alcohol crashes*
Saturday *50% of serious injury alcohol crashes*	**Highest Days**	Friday • Thursday *66% of serious injury Alcohol crashes*
January *50% of serious injury alcohol crashes*	**Highest Months**	May *67% of serious injury alcohol crashes*





Warren County Alcohol-Related Crashes

Interstate Crashes	Non-interstate Crashes
Fatal	Fatal
Serious Injury	Serious Injury

The blue gradient represents the density of all alcohol-related crashes.

0 2.75 5.5 11
Miles

N

**preliminary data*

Virginia Tech

This report was generated by the Center for Geospatial Information Technology

Department of Motor Vehicles Virginia Highway Safety Office

Staunton Region *August, 2016*

Warren County Alcohol Crash Stats

CY 2014 Fatal Crashes

Street	Cross Street	Count
HAPPY CREEK RD		1
BROWNTOWN RD		1
WINCHESTER RD	TORAY DR	1
I-66		1

CY 2015 Fatal Crashes

Street	Cross Street	Count
FELLOWS DR		1

CY 2014 Serious Injury Crashes

Street	Cross Street	Count
HOWELLSVILLE RD		2
ROCKLAND RD	WINDY RIDGE RD	1
STRASBURG RD	TOTTEN LN	1
I-66		1
FRONT ROYAL PIKE		1
BLUE MOUNTAIN RD		1
WINCHESTER RD		1

CY 2015 Serious Injury Crashes

Street	Cross Street	Count
HOWELLSVILLE RD		1
HAPPY CREEK RD		1
STRASBURG RD		1
WINCHESTER RD		1
14TH ST	UNKNOWN	1
PANHANDLE RD		1
BUCKS MILL RD	ANDREWS RD	1

Crash Trends

Available Crash Data - Calendar Year (CY)	CY 2012	CY 2013	CY 2014	CY 2015
Total Crashes	543	545	554	642
Fatal Crashes	5	5	8	4
Injury Crashes	195	159	163	198
Alcohol-Related Fatal Crashes	2	3	4	1
Percent of Alcohol-Related Fatal Crashes to Total Fatal Crashes	40%	60%	50%	25%
Alcohol-Related Injury Crashes	28	10	16	16
Percent of Alcohol-Related Injury Crashes to Total Injury Crashes	14%	6%	10%	8%

This report was generated by the Center for Geospatial Information Technology

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Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: September 12, 2016

Agenda Item: PUBLIC HEARING – Special Use Permit - Jefferson Avenue - Gary Bunch *(1st R)*

Summary: Council is requested to affirm on its first reading a Special Use Permit submitted by Gary Bunch of a nonconforming lot on Jefferson Avenue. Pursuant to Town Code 175-128.A., new construction on nonconforming lots in the R-1 District requires approval of a Special Use Permit by Town Council when the lot is 80% of the minimum required lot width and area. The minimum lot size in the R-1 District is 10,000 square feet and the minimum width is 75 feet. The applicant's lot is 7,500 square feet and 50 feet in width.

Budget/Funding: None

Attachments: Staff Report, Applicant's submission and Code Reference

Meetings: Work Session held September 6, 2016

Staff Recommendation: Approval X Denial_____

Proposed Motion: **I move that Council affirm on its first reading a Special Use Permit submitted by Gary Bunch of a nonconforming lot on Jefferson Avenue, as presented.**

ROLL CALL VOTE REQUIRED

*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

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

STAFF REPORT FOR THE JULY 20, 2016 PLANNING COMMISSION MEETING
Updated for Town Council

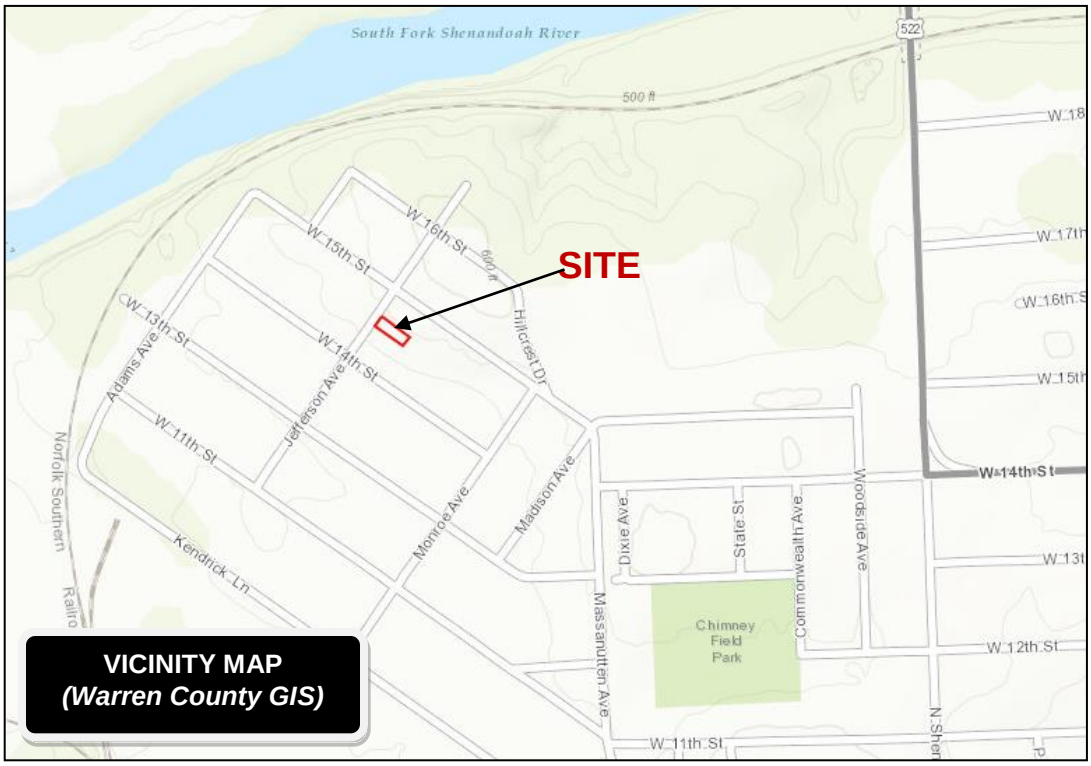
APPLICATION #:
SUP 16-06-265

APPLICANT:
Gary Bunch

APPLICATION SUMMARY:
The Applicant has submitted a special use permit to construct a single family detached dwelling on a nonconforming lot in the R-1 District. The applicant's application is attached (**Attachment 1**).

GENERAL INFORMATION:

Site Address	No address currently. Located on Jefferson Avenue.		
Zoning District	C-1, Community Business District		
Overlay Districts	Historic Area – NO	Floodway - NO	Entrance Corridor – NO
Tax IDs	20A1512, lot 24		
Location	The subject lot is located on the east side of Jefferson Avenue, between 14th Street and 15th Street, directly across the street from 1404 Jefferson Avenue.		
Existing Use	Vacant lot		
Proposed Use	Single-Family Detached Dwelling		



SITE
AERIAL MAP
(Google Maps)

W 15th St
Jefferson Ave
SITE
AERIAL MAP
(Bing Maps)

ADDITIONAL INFORMATION:

Background

Town Code 175-128.A. establishes special rules for developing on nonconforming lots in the R-1 District. These rules differ from the rules for other districts, which pursuant to Town Code 175-125.B., do not include rules related to the existing lot size and lot width, provided that the setback and other requirements of the Town Code are complied with. In the R-1 District, nonconforming lots must meet special criteria if they are to be developed, and in cases where the minimum lot width or minimum lot area are less than 80% of the R-1 District Standard, then a special use permit is required. In this case, the applicant's lot is less than 80% of the minimum standards for the R-1 District.

Below are the minimum lot width and minimum lot area requirements for the R-1 District, as specified under Town Code 175-13 for lots serviced by public water and public sewer:

- **Minimum Lot Width: 75 feet**
- **Minimum Lot Area: 10,000 square feet**

The applicants lot is as follows:

- **Subject Lot Width: 50 feet**

- **Subject Lot Area: 7,500 square feet**

Below is the exact language from Town Code 175-128.A. and 175-128.B:

175-128 NONCONFORMING LOTS OF RECORD

A. Except as hereinafter provided, the minimum lot width and lot area shall be required for the establishment of any new lot, or use of a lot, in the R-1 Residential District. Wherever possible, the consolidation of existing nonconforming lots is encouraged to meet the minimum lot size requirements. All new construction shall conform to the yard dimensions and all other regulations for the R-1 Residential District.

1. The Administrator may issue an administrative variance of up to twenty percent (20%) of the required lot width and/or area, where it is found that the proposed new construction is consistent with the structure size, orientation and pattern of development on the street and in the immediate neighborhood.

2. On lots with an area or lot width of less than eighty percent (80%) of the minimum required, approval for construction may be granted by special permit by the Town Council, where the Council finds the application meets the following conditions:

a. The proposed structure has a finished floor area of not less than ninety percent (90%) of the amount of finished floor area prevalent in comparative homes. Finished floor areas do not include basement areas.

b. The proposed structure is compatible with comparative homes in terms of building orientation, scale, proportion and site layout.

c. The site grading provides for adequate drainage on and off the site, without any adverse impact onto adjoining properties.

3. For the purpose of this section, comparative homes shall mean characteristics that are present in at least sixty percent (60%) of the homes located on both sides of the street in the immediate block where the proposed structure is located.

4. The Council may approve a reduction of the side yard requirement, by not more than forty percent (40%), where necessary, to achieve increased compatibility with other structures in the immediate block.

B. In any other residential district, a single dwelling may be erected on any single lot of record, notwithstanding limitations imposed by other provisions of this chapter. This provision shall apply even though such lot fails to meet the requirements for lot area and/or lot width, that are generally applicable in the district, provided that yard dimensions shall conform to the regulations for the district in which such lot is located. All other uses, except a single dwelling, are required to meet the minimum lot area requirements for the district in which it is located.

Legal Venue	The Town is authorized to require a special use permit for certain uses within any zoning district under Virginia Code §15.2-2286. Some specific uses are granted protection from regulation from localities by the Virginia Code, including agriculture uses, small scale conversion of biomass to alternative fuel, certain residential uses, private tents, farm wineries, assisted living facilities, and group homes. The issuance of a special use permit is subject to such conditions as are deemed necessary by the Front Royal Town Council after recommendations of the Front Royal Planning Commission. Prior to an action by Town Council or a recommendation by the Planning Commission, a public hearing is required for special use permits.
Review	175-128.A. allows for new development of nonconforming lots in the R-1 District when certain criteria are met. These criteria are shown below with commentary from Town Staff. **a. The proposed structure has a finished floor area of not less than ninety percent (90%) of the amount of finished floor area prevalent in comparative homes. Finished floor areas do not include basement areas.** *The average comparative house has a square footage of 1510.2 square feet. 90% of this average, as required under category a, shown above, is 1,359.18 square feet. The applicant's proposed house is 1,440 square feet, which is greater than 90% of the average of comparative homes.* **b. The proposed structure is compatible with comparative homes in terms of building orientation, scale, proportion and site layout.** *All comparative homes, those houses on the same street within the immediate block, are shown below for information purposes. The question is whether or not the applicant's proposed house would be* ***compatible*** *<u>to the comparative homes</u> in terms of* ***building orientation, scale, proportion and site layout.*** ***Building Orientation*** *–* *The applicant's proposed house faces the street as other comparative houses, and as required.* *The applicant's house is orientated to face Jefferson Avenue, versus 14th and 15th Street. This side street orientation is common in the area blocks, and is the orientation at 1404 Jefferson Avenue.* *Comparative homes generally have the wider side of their house facing the street; whereas the applicant's proposed house is orientated so the*

narrower side is the front.

Scale *– The proposed house and lot appear to have a similar scale to other comparative houses and lots in the area. 50' wide lots are typical in the area.*

Proportion *– The applicant's proposed house has similar proportions to the comparative houses, but is a 2-story house, as is 1404 Jefferson Avenue. The other houses are 1-story, although two comparative houses have basements.*

Site Layout *– The applicant's property is at the transition point between the R-1 District and the R-1A and R-2 Districts, which are generally more compact site layouts.*

The applicant's proposed house has a proposed setback of 42 feet, which is setback greater than comparative homes on the same street.

All comparative houses have driveways to accommodate off-street parking, as does the proposed house.

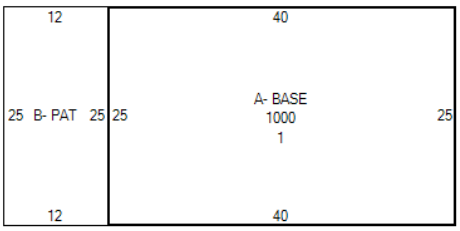
The two adjacent houses facing 15th Street have brick exteriors, while the other three houses across the street and along 14th Street have siding exteriors.

c. The site grading provides for adequate drainage on and off the site, without any adverse impact onto adjoining properties.

Drainage does not appear to be an issue with the proposed house. The lot is relatively flat and the drainage would need to be directed away from the house with a swale.

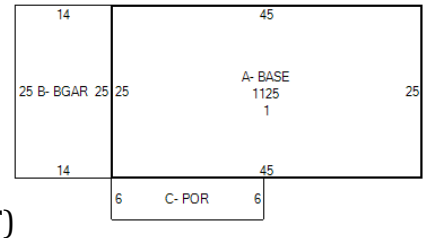
Below are other comparative houses on the immediate block that have frontage on Jefferson Avenue.

<u>Comparative House #1: 800 W. 15th Street</u>



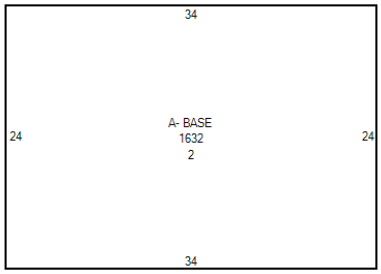
- 1500 finished floor area (SF)
- 1-story
- 3 bedrooms, 1 bath
- Brick
- Driveway: Yes - Garage: No
- Total Assessed Value: $125,900

Comparative House #2: 736 W. 15th Street



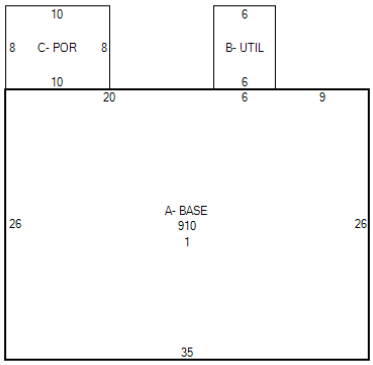
- 2,025 finished floor area (SF)
- 1-story
- 4 bedrooms, 3 baths
- Brick
- Driveway: Yes - Garage: Yes
- Total Assessed Value: $160,400

Comparative House #3: 1404 Jefferson Avenue



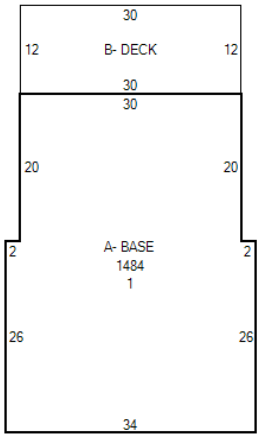
- 1,632 square feet (TF)
- 2-story
- 4 bedrooms, 2 baths
- Siding
- Driveway: Yes - Garage: No
- Total Assessed Value: $147,600

Comparative House #4: 753 W. 14th Street



- 910 square feet (SF)
- 1-story
- 3 bedrooms, 1 bath
- Siding
- Driveway: Yes - Garage: No
- Total Assessed Value: $97,700

Comparative House #5: 803 W. 14th Street



- 1,484 square feet (SF)
- 1-story
- 3 bedrooms, 1 bath
- Siding
- Driveway: Yes - Garage: No
- Total Assessed Value: $137,70

Town Staff inquired with the Applicant since he is also listed by the Warren County GIS to own the nonconforming lot immediately north of the subject lot. The Applicant informed Town Staff that this lot was sold to the owner of the house on the corner, 736 W. 15th Street. If the applicant still owned this additional lot he could have consolidated it, or half of it, with the subject lot to create a conforming lot. Unfortunately, this does not appear to be an option at this time.

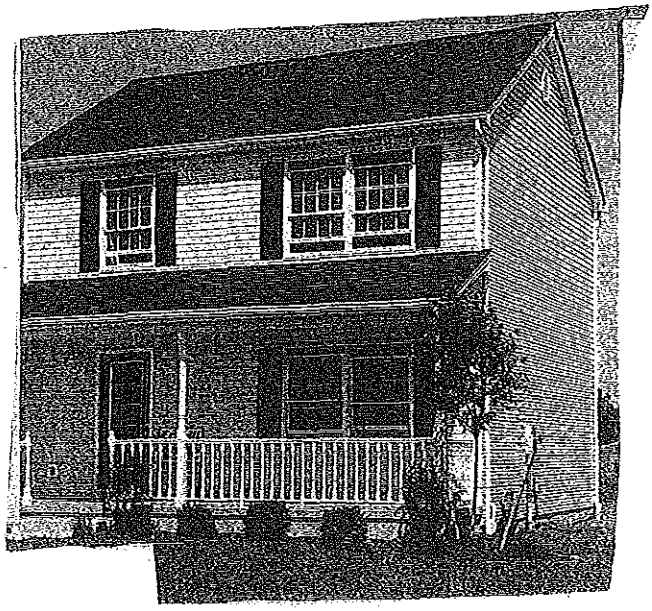
Town Staff recommends that the Planning Commission evaluate public input received during the scheduled public hearing and evaluate it along with the comparative home information above. If the proposed house is determined to be compatible with the comparative homes in the neighborhood it should be recommended for authorization.

UPDATE:

During the July 20th Town Council Meeting the Planning Commission unanimously recommended approval of the special use permit application as submitted with no conditions. No members of the public spoke in regards to the application.

ATTACHMENTS: Attachment 1: Special Use Permit Application & submitted attachments to the application

Gary Bunch



TWO STORY- 24 X 30- EACH FLOOR 720 SQ.FEET- TOTALING 1440 SQ. FEET FINISHED

THREE BEDROOMS, 2 ½ BATH

FRONT PORCH 6 X 24 WOOD FLOORING & VINYL RAILING

VINYL SIDING / CRAWL SPACE (NO BASEMENT)

RECEIVED
JUL 11 2016
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

from phyllis

10

Town of Front Royal, Virginia
Council Agenda Statement

Item No. 10

Meeting Date: September 12, 2016

Agenda Item: COUNCIL APPROVAL – Special Exception Application for FRLP *(1st Reading)*

Summary: Council is requested to affirm on its first reading a Special Exception Application by Front Royal Limited Partnership (FRLP), c/o David Vazzana, for a special exception to Town Code 148-820.D.6 that would permit a reduction of four (4) feet from the minimum pavement width, base course width, and sub base width for both local and collector streets. The special exception would only apply to FRLP's property that is presently zoned R-1A, as identified by Tax Map Number 20A221 5, consisting of approximately 149.3 acres. The request is submitted pursuant to the provision of Town Code 148-211.A.2.b&c. Council held a public hearing on this application on August 22, 2016 where much discussion ensued as to specifics that may be included in the motion. Staff has recommend the following to be included in the motion from the August 22nd Meeting: *"this special exception shall not alter the Town Code regulation that requires the minimum street width to be increased to meet the guidelines of the Virginia Department of Transportation (VDOT) Road Design Manual where additional width are necessary, such as, but not limited to, streets that are designated as school bus access roads. The planned East/West Connector Road shall also be specifically excluded from the special exception"*

Budget/Funding: None

Attachments: Staff Report and Letter from Mr. Vazzana

Meetings: Work Session held August 1, 2016

Staff Recommendation: Approval X Denial_____

Proposed Motion: **I move that Council affirm on its first reading a Special Exception Application by Front Royal Limited Partnership (FRLP), c/o David Vazzana, for a special exception to Town Code 148-820.D.6., that would permit a reduction of four (4) feet from the minimum pavement width, base course width, and sub base width for both local and collector streets. I further move that this special exception shall not alter the Town Code regulation that requires the minimum street width to be increased to meet the guidelines of the Virginia Department of Transportation (VDOT) Road Design Manual where additional widths are necessary, such as, but not limited to, streets that are designated as school bus access roads. I continue to further move that the planned East/West Connector road shall also be specifically excluded from the special exception and that the special exception shall only apply to FRLP's property that is presently zoned R-1A, as identified by Tax Map Number 20A221 5, consisting of approximately 149.3 acres.**

ROLL CALL VOTE REQUIRED

*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

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

STAFF REPORT FOR THE JUNE 15, 2016 PLANNING COMMISSION MEETING
Updated for Town Council Work Session – August 1, 2016

APPLICATION #:
SPEXP15-10-01

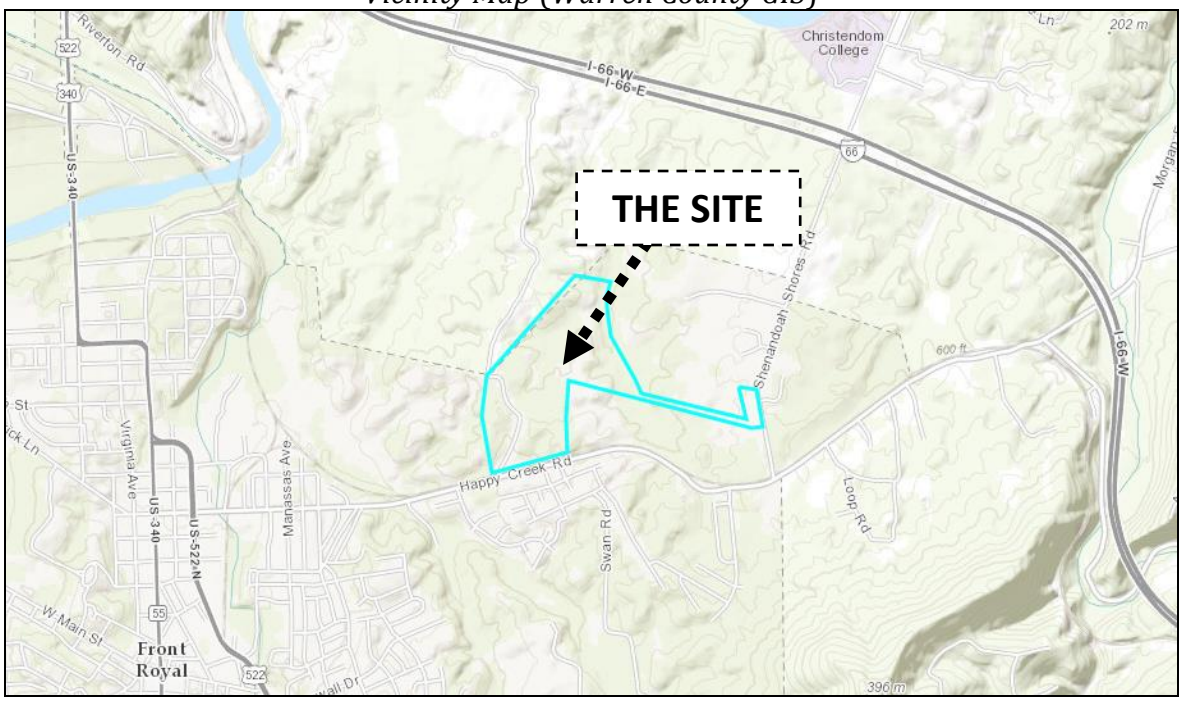
APPLICANT:
Front Royal Limited Partnership

SUMMARY OF REQUEST:
Front Royal Limited Partnership has applied for a special exception, pursuant to Town Code Section 148-211.A(2)(c), for alternative standards to Town Code Section 148-820.D.6, including table 148-820.D.6, that would allow a reduction to street widths on FRLP's property that is presently zoned R-1A and consisting of approximately 149-acres. (See **Attachment 1** – Applicant's May 20, 2016 Submission)

GENERAL INFORMATION:

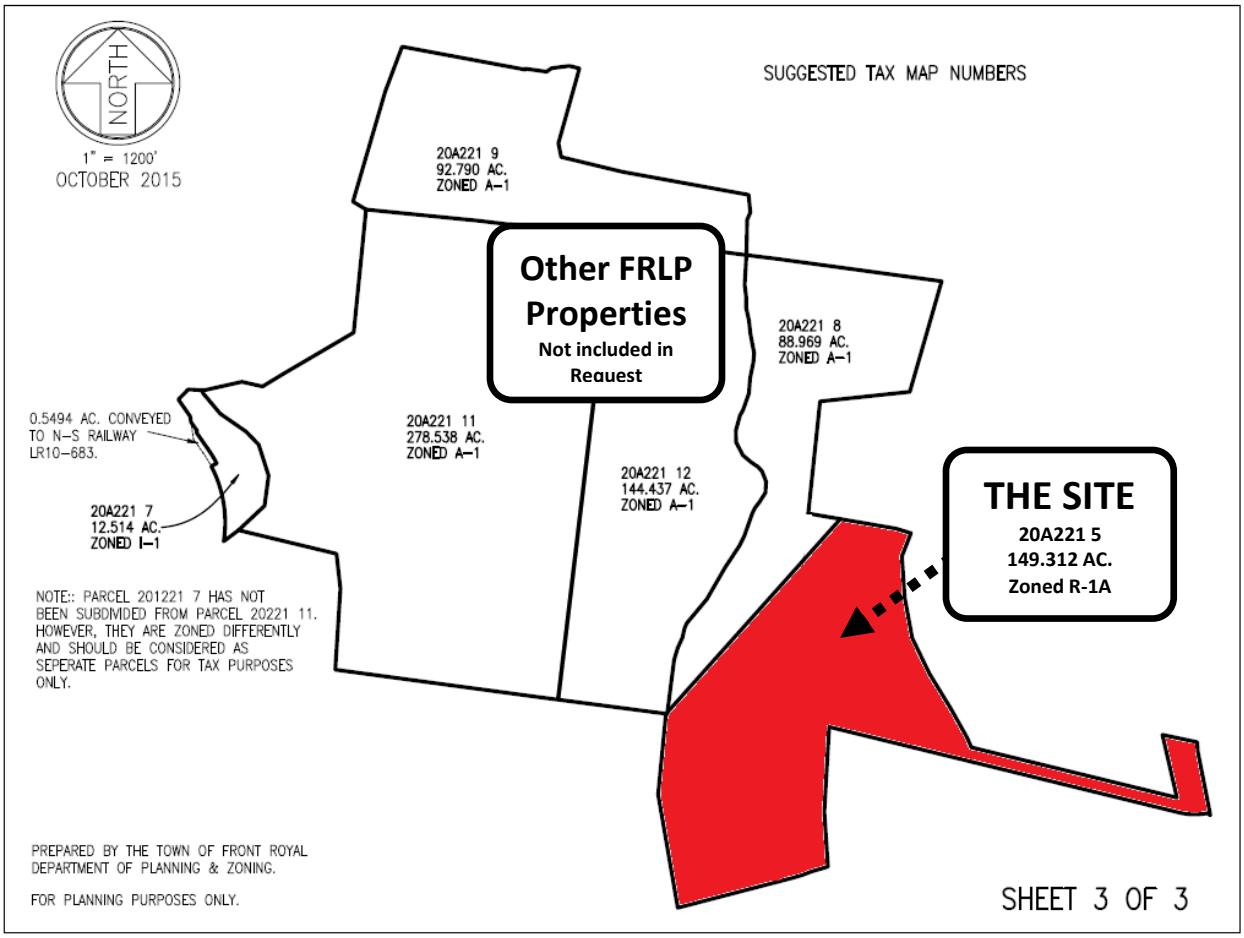
Site Addresses	None (Vacant Land)
Property Owner(s)	Front Royal Limited Partnership
Zoning District	R-1A (Residential) District
Tax Identification	20A221 5
Location	The property is located north of Happy Creek Road and Norfolk Southern Railroad, presently accessible via Marys Shady Lane.

Vicinity Map (*Warren County GIS*)

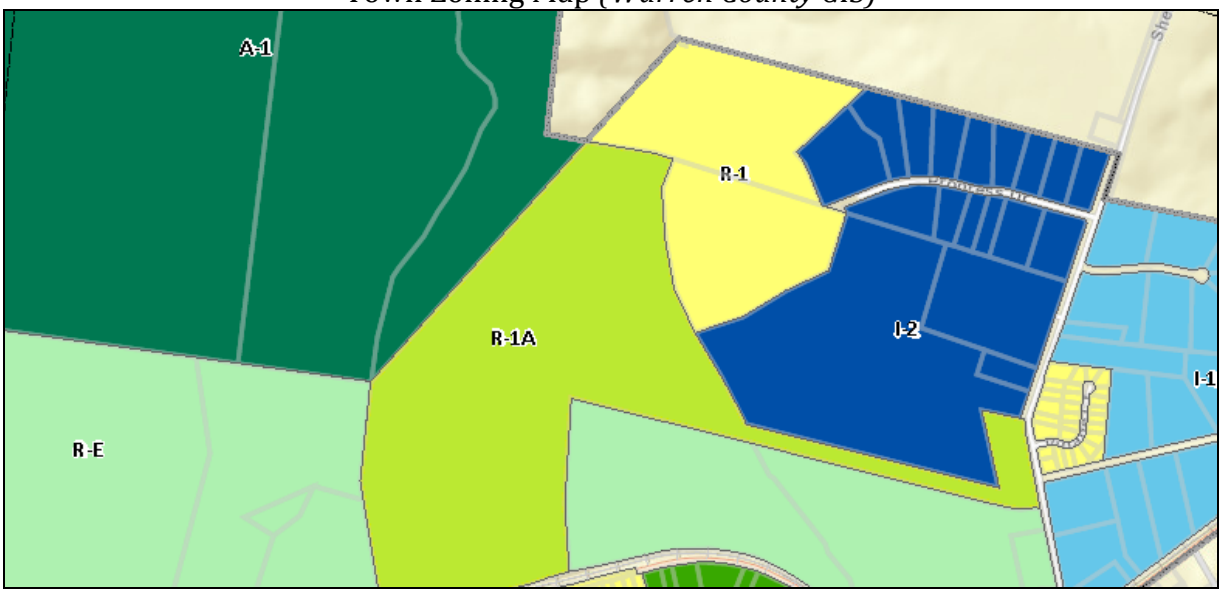


ILLUSTRATIONS

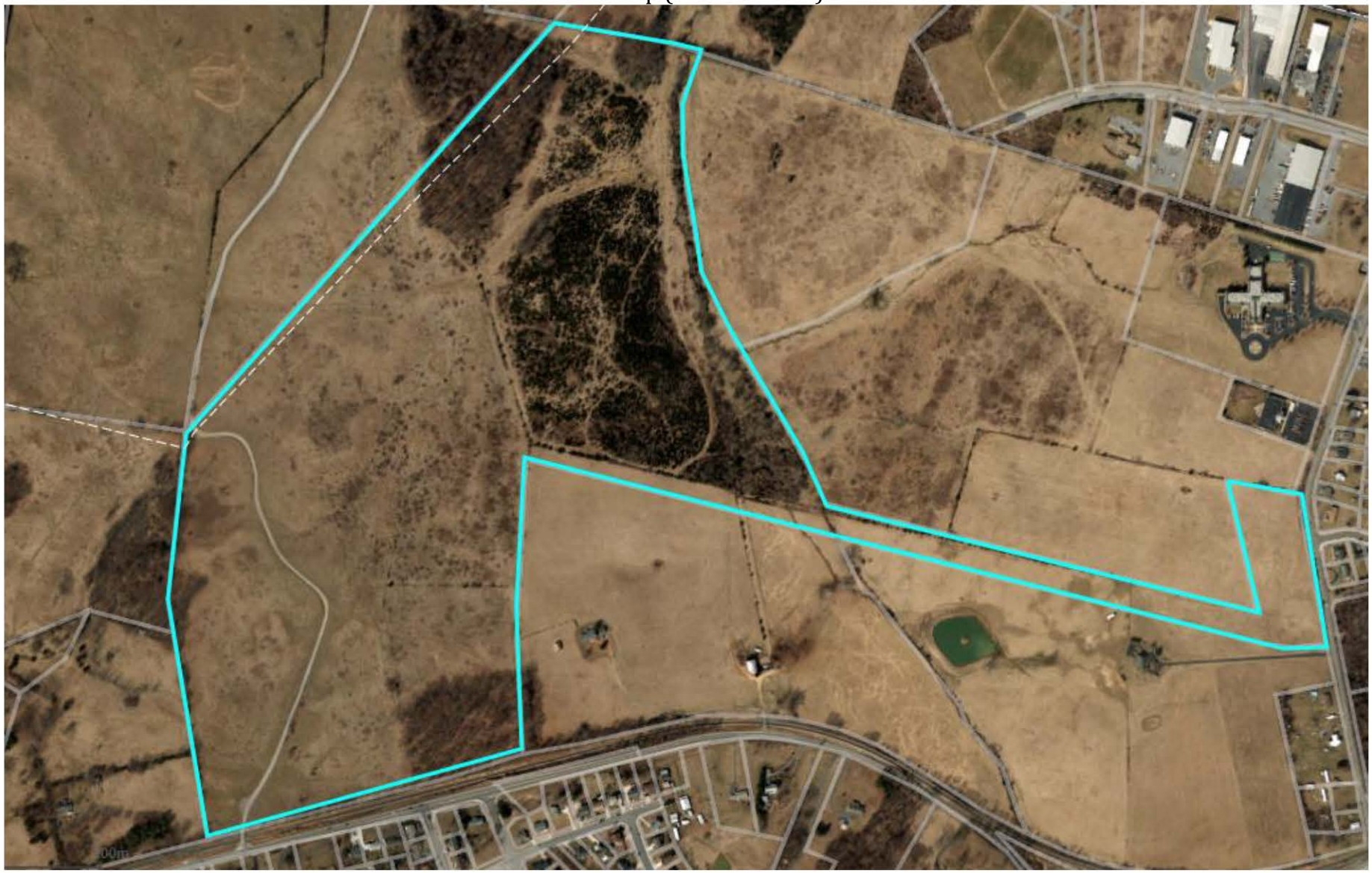
Map of FRLP Propertie *(Warren County GIS)*



Town Zoning Map *(Warren County GIS)*



Aerial Map (*WC Online GIS*)



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SUPPLEMENTAL INFORMATION:

Legal Review

Virginia Code § 15.2-2310 authorizes localities to consider special exceptions when adopted as part of the localities ordinances.

Town Code 148-211 authorizes Town Council to issue special exceptions to the standards of the Subdivision & Land Development Ordinance, after review and recommendation by the Planning Commission, and under certain criteria, including a determination that the special exception will help facilitate the creation of affordable housing; will better facilitate traditional neighborhood design principles; or will better facilitate the conservation of natural features to protect water and open space resources. The entire code language of Town Code 148-211 is as follows:

148-211 SPECIAL EXCEPTIONS

A. A special exception to the general regulations of this Chapter may be granted by Town Council, for either of the following circumstances:

1. When strict adherence to the general regulations would result in substantial injustice or hardship; provided that, the special exception would not diminish public health, safety or general welfare, including, but not limited to, consideration that adequate provisions are provided to ensure long-term maintenance of public and shared private facilities, and conformance with the goals and objectives of the Comprehensive Plan.
2. When it is demonstrated that use of alternative regulations for a particular development would better achieve at least one of the goals listed below; provided that, the special exception would not diminish public health, safety or general welfare, including, but not limited to, consideration that adequate provisions are provided to ensure long-term maintenance of public and shared private facilities, and conformance with the goals and objectives of the Comprehensive Plan.
   a. Creation of affordable housing.
   b. Design emphasis on the principles of traditional neighborhood design, including pedestrian-friendly roads, interconnection of new local streets with existing local streets, connectivity of pedestrian networks, and mixed-use neighborhoods.
   c. Conservation or use of on-site natural features to protect water quality or open spaces.

B. Any request for an exception, shall be submitted to the Director, and shall include a signed and completed application form, any application fees, and any supporting documentation submitted by the applicant.

C. Prior to approval or denial of any request for an exception, the Planning Commission shall hold a public hearing, in accordance with Virginia Code § 15.2-2204, to review and provide recommendations to Town Council.

D. Prior to approval or denial of any exception to the design standards of this Chapter, Town Council shall hold a public hearing, in accordance with Virginia Code § 15.2-2204.

E. Town Council may impose such conditions or restrictions upon the premises benefited by an exception as may be necessary to comply with intent of this Chapter and to protect the public interest, safety and/or general welfare.

Summary of Applicant's Request

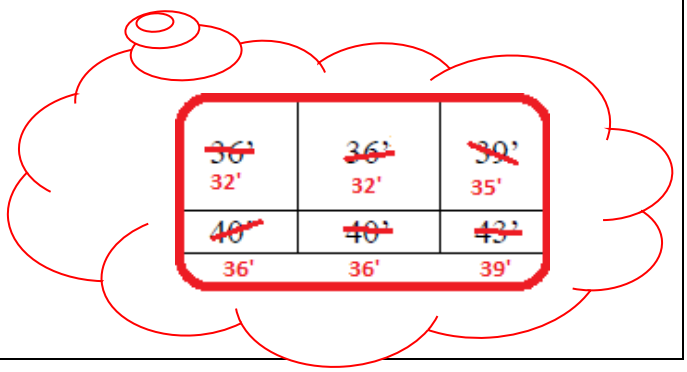
The Applicant's May 20th submission is a change from FRLP's original request. The original submission included a request to modify subsections A through N under Town Code 148-820. During work session discussions with the applicant, the Planning Commission expressed concerns about the original special exception requests. This include concerns about bonding, entrance road requirements, maintenance, street parking, emergency vehicular access, private streets, VDOT review and interpretations, and more. The Planning Commission expressed the need for a development plan before such significant changes to the Town's development standards. The current modified special exception requested was then submitted by the Applicant that just pertained to street widths. Furthermore, the street widths requested were less narrow than the original submission.

The current special exception requested submitted by the applicant pertains to Town Code Section 148-820.D.6., related to minimum street widths. In general, the requests proposes a 4' wide reduction to the minimum street widths. However below is a more detailed comparison of the current requirements of Town Code 148-820.D.6. and the modified requirements requested by the Applicant.

<u>Applicant's Requested – Modifications to Town Code 148-820.D.6.</u>

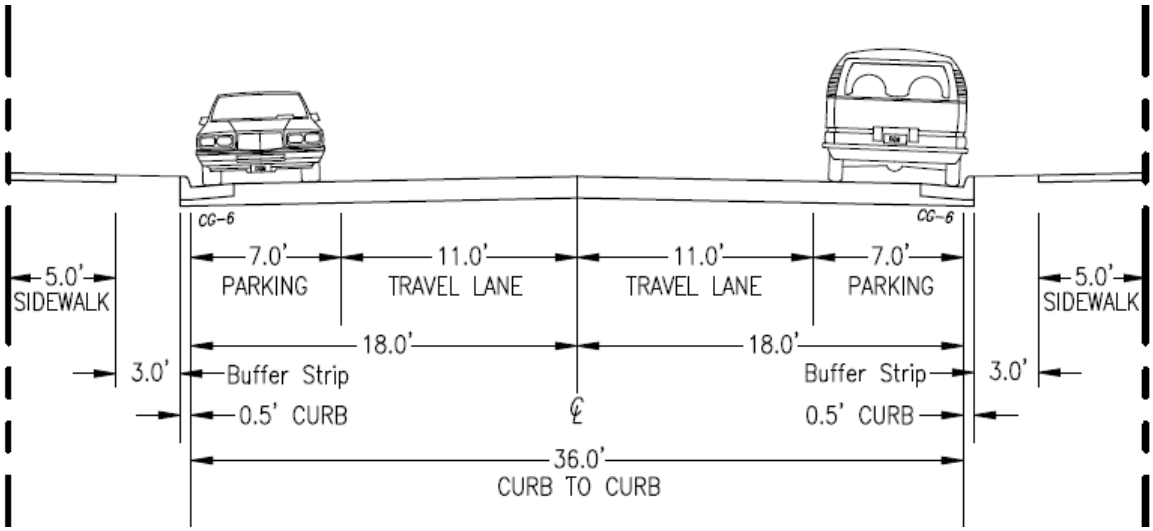
6. The minimum design standards of the following table shall be required for all Local Streets, Collector Streets and Alleys. Arterial Streets design standards shall comply with the Virginia Department of Transportation Road Design Manual, and associated Appendixes.

	Pavement Width (SM-9.5A)[2]	Base Course Width (BM 25.0)[3]	Sub Base Width (21-B)[4]	Surface Course Pavement Depth (SM-9.5A)	Base Course Depth (BM 25.0)	Sub Base Depth (21-B)[5]
Alleys	12'	N/A	N/A	1 1/2"	N/A	6"
Local Streets: Up to 2,000 ADT	36'	36'	39'	1 1/2"	3"	6"
Collector Streets[6]:	40'	40'	43'	1 1/2"	3"	6"



CONCLUSIONS:

The current request limits the special exception to address only the minimum street width requirements. If approved, the special exception would allow street widths of 32' and 36' in lieu of the current code requirements of 36' and 40'. This is effectively a reduction in street widths by 4' for all roads. For comparison and point of reference purposes, existing examples of roads that are approximately 32' in width include Chester Street and W. Main Street from Royal to Massie. Virginia Avenue and Kerfoot Avenue are examples of 36-foot wide streets. A street profile of a 36-foot wide street is shown below. A 32-foot wide street would include travel lanes 9' in width (combined width of 18 feet).



The widths of 32', 36', and 40' were previously recommended by the Planning Commission when the Subdivision and Land Development Ordinance was drafted and reviewed in 2014/2015. The proposed change does differ in that the 40' wide street widths are proposed to be removed entirely, regardless of ADTs. For this reason, the special exception should not be accepted for the East/West Connector Road.

Town Staff does not object to the proposed street widths but recommends that the Planning Commission specify in their motion that the street width reduction not apply to the East/West Connector Road that is planned to traverse the applicant's property from Shenandoah Shores Road to 8th Street/Commerce Ave.

UPDATE: During the June 15, 2016 Planning Commission Regular Meeting, Vice Chairman Jones moved *"to recommend approval of Special Exception Application #15-10-01, for a special exception to Town Code 148-82.D.6, to allow alternative standards to the minimum required pavement, base course, and subbase widths for local and collector streets with the applicant's property that is presently zoned R-1A. The alternative standards shall reduce the pavement, base course and subbase widths by 4 feet, as outlined in the Staff Report and the applicant's submission." Mr. Jones extended his motion to "further move to recommend that the special exception specifically not apply to the East/West Connector Road, the primary access road into the proposed future development by FRLP*. The motion was seconded and approved by the Planning Commission.

Attachments to Staff Report:

1) Attachment 1 – Applicant's May 20, 2016 Modified Request Submission

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 22630

Main: 540.635.4236
Fax: 540.631.2727
Internet: www.frontroyalva.com

SUP 16-06-265

SPECIAL USE PERMIT REQUEST

APPLICANT

NAME Gary Bunch PHONE 540-635-2222

ADDRESS 106 West 14TH ST. Front Royal VA. 22630

E-MAIL Sales@GandMAutoSales.com

PROPERTY DESCRIPTION

PROPERTY ADDRESS Jefferson Avenue

TAX MAP 2041 SECTION 5 BLOCK 12 LOT 24

SUBDIVISION NAME ROYAL VILLAGE ACREAGE 7,500 □

REQUEST

ZONING DISTRICT R-1

PROPOSED USE OF PROPERTY RESIDENTIAL

SPECIFIC SPECIAL USE PERMIT REQUEST YES

To be able to acquire A Building permit to build SFD on lot

ATTACHMENTS –The following *must* be submitted with the application. Additional information may be required depending on the nature of the request.

1. Survey/Plat of property showing all **existing** improvements. (10 copies if larger than 11" X 17")
2. Site Plan Application
3. Application Fee of $400.00 (Checks payable to the Town of Front Royal)
4. Additional information as required by the Department of Planning & Zoning.

CERTIFICATION

I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Signature Gary Bunch Date 6-29-16

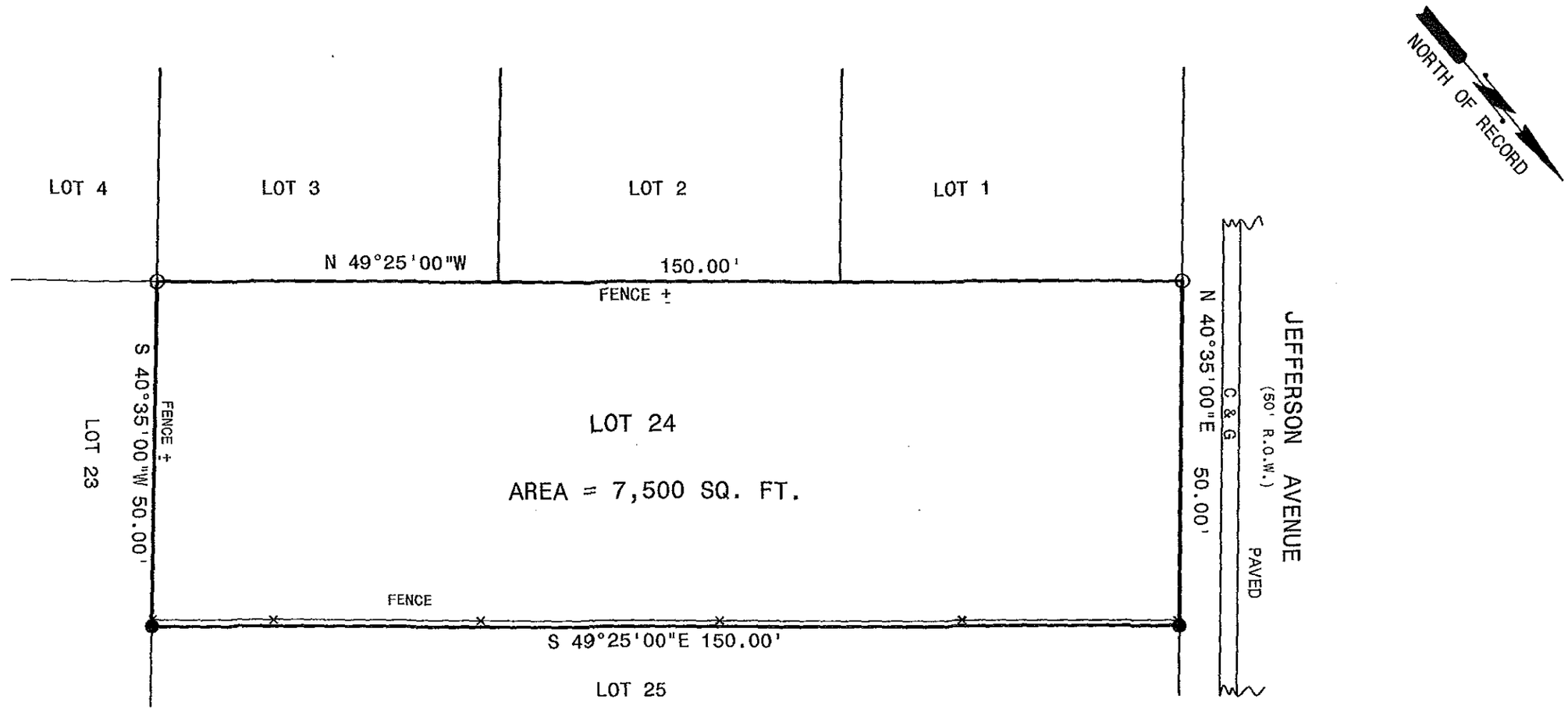
By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

Receipt # _____ Date Paid _____

Revised 2-15-13

PROPOSED SITE PLAN TO FOLLOW

RECEIVED
JUN 29 2016
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT



T. M. 20A1-5-12-24

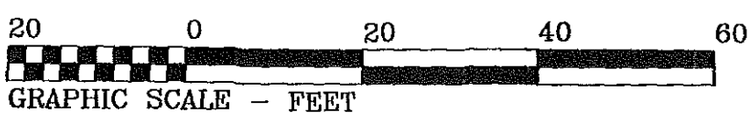
SURVEY OF LOT 24, BLOCK 12, ROYAL VILLAGE
SUBDIVISION RECORDED IN P. B. 2, PG. 202.

NORTH RIVER MAGISTERIAL DISTRICT

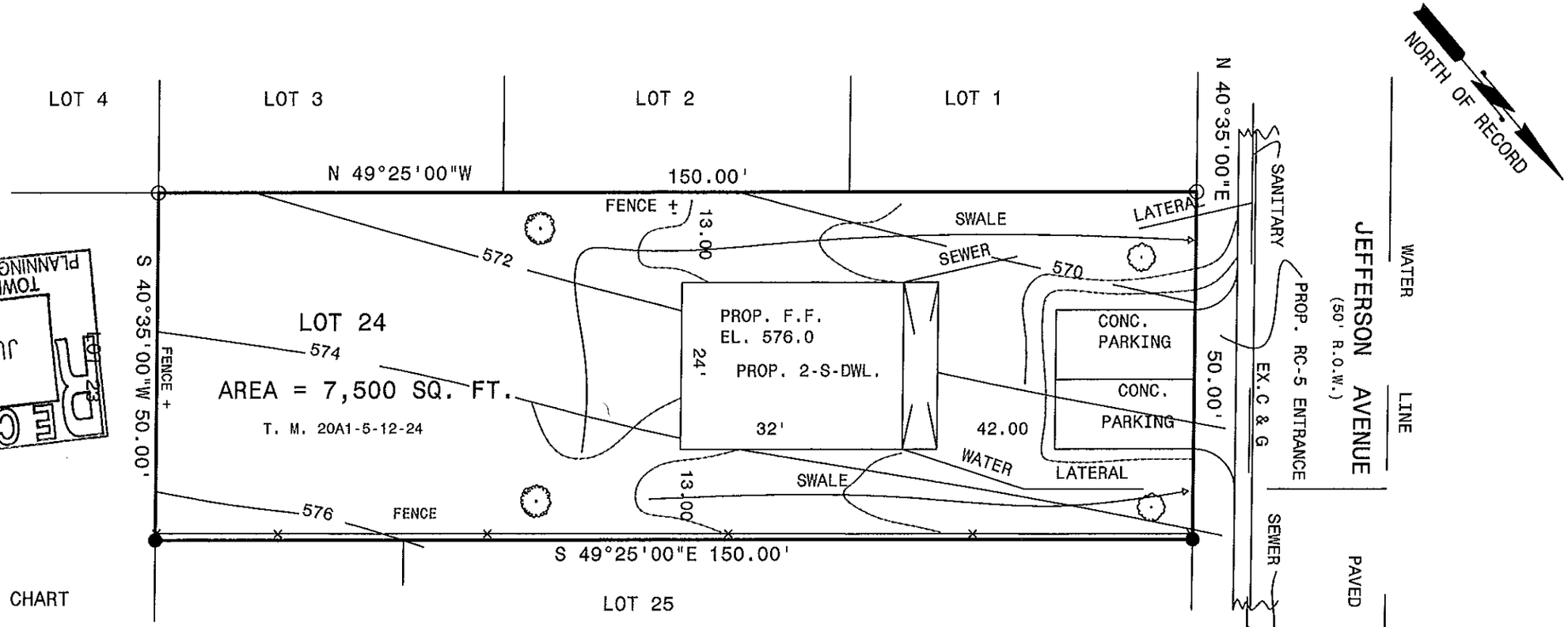
WARREN COUNTY

TOWN OF FRONT ROYAL, VIRGINIA

● DENOTES IRON PIN SET
○ DENOTES EXISTING PIN OR PIPE



PREPARED BY
HIMELRIGHT & ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
694 RED BUD ROAD, STRASBURG, VA.
PHONE 465-8767
FEBRUARY 26, 2015



RECEIVED
JUL 8 2016
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

TREE CHART

TOTAL AREA LOT	7,500 SQ. FT.
MINUS 30%	- 2,250 SQ. FT.
	5,250 SQ. FT.
20% OCVERAGE	1,050 SQ. FT.

2- 2" QUERCUS PALUSTRUS (PIN OAK) 340 SQ. FT.
EACH FOR TOTAL 680 SQ. FT.

2- 1" ACER SACCHARINUM (SILVER MAPLE) 250 SQ. FT.
EACH FOR TOTAL 500 SQ. FT.

TOTAL COVER 1,180 SQ. FT.

PROPOSED COUNTOURS ----------

SURVEY OF LOT 24, BLOCK 12, ROYAL VILLAGE
SUBDIVISION RECORDED IN P. B. 2, PG. 202.

NORTH RIVER MAGISTERIAL DISTRICT

WARREN COUNTY

TOWN OF FRONT ROYAL, VIRGINIA

PREPARED BY
HIMELRIGHT & ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
694 RED BUD ROAD, STRASBURG, VA.
PHONE 465-8767

JULY 8, 2016

● DENOTES IRON PIN SET
○ DENOTES EXISTING PIN OR PIPE
ACER SACCHARINUM (SILVER MAPLE)
QUERCUS PALUST RUS (PIN OAK)

COMMONWEALTH OF VIRGINIA
L. C. HIMELRIGHT
Lic. No. 1314
LAND SURVEYOR

20 0 20 40 60
GRAPHIC SCALE – FEET

Front Royal Limited Partnership

May 20,2016

Mr. Jeremy Camp
Director of Planning
Town of Front Royal, VA.
Front Royal, Va. 22630

Dear Mr. Camp,

As discussed at the Planning Commission's work session on Wednesday please find attached an amended Chapter 148 Special Exception Request, which was originally filed on October 19, 2015. In addition, we are thankful for the time and patience of so many members of the Commission with us on this issue.

Most notably, and based on input from the Town Staff and Planning Commission, we have narrowed the scope of this Special Exception Request to street widths *only*. For reference and comparison, the proposed widths changes are as follows:

Existing Town Chapter 148 Street Widths (on left)
FRLP's October 16, 2015, Submission (middle)
FRLP's May 20, 2016 Submission (on right)

	Pavement Width (Existing Ch. 148)	Pavement Width October 16, 2015	Pavement Width May 20, 2016
Local Streets: (ADT 0-2000)	36'	29'	**32'**
Collector Street (ADT 2001+)	40'	36'	**36'**

As you are well aware, this is our (and the Town's) first "Special Exception" that has been filed pursuant to the Town's new Chapter 148 land development ordinance permitting such exceptions. As such, I think it was a learning experience for FRLP, and we appreciate staff's time and assistance throughout this process. As always, please do not hesitate to contact me should you have any questions or suggestions as to the format etc. of the Special Exception.

Sincerely,

David Vazzana
202-215-0038
dvazzana@gmail.com

FRONT ROYAL LIMITED PARTNERSHIP (FRLP) SPECIAL EXCEPTION TO CHAPTER 148 FOR TOWN REZONING# RZ09-02-64

PROPERTY:	Parcel 5A, containing approximately 149.3 acres, as shown on "Plat Showing Vacation of Boundary Line on the Property of F&R Limited Partnership" and as recorded in the Land Records of Warren County as Instrument Number 060012763
ORGINAL DATE OF SPECIAL EXCEPTION REQUEST:	October 16, 2015
REVISION DATES:	May 11, 2016 May 20, 2016

Pursuant to section 148-211.A(2)(c) of the Town Code, FRLP requests a Special Exception that would allow it to use alternative street design standards instead of the Town's standards in Chapter 148 (Subdivision and Land Development Ordinance).

Specifically, FRLP requests a Special Exception to Town Code Section 148-820.D.6, and including Table 148-820.D.6, that would permit a reduction of four (4) feet for "Pavement Width", "Base Course Width", and "Sub-Base Width" for both "Local Streets: Up to 2,000 ADT" and "Collector Streets", and, as follows:

TABLE 148-820.D.6.	**Pavement Width**	**Base Course Width**	**Sub Base Width**
Local Streets: Up to 2,000 ADT	32'	32'	35'
Collector Streets:	36'	36'	39'

This Special Exception shall not alleviate the applicant of any other requirements of the Town Code (and as it may be amended), or of the Town Construction Guidelines 2005 (and as it may be amended), except that it shall permit the above widths as a matter of right, or by right, on the Property.

However, and in addition, *in no event* shall the road design standards permitted hereby fail to meet the current, or then current, applicable minimum V-DOT road design standards for neighborhood streets width (Secondary Street Design Guidelines (SSARS)).

Town of Front Royal, Virginia
Council Agenda Statement

Meeting Date: September 12, 2016

Agenda Item: COUNCIL APPROVAL – Authorization for Sale of 24 W. Main Street

Summary: The Town has received an offer from Gerald W. Welcome, Jr. to purchase 24 West Main Street, the former Police Building, for two hundred seventy-five thousand and 00/100 dollars ($275,000). Council is requested to authorize the approval of the sale to Mr. Welcome, Jr. and the Contract of Purchase and Sale with the exception of removal of paragraph no. 12 (d), which shall be removed and deleted in its entirety from the contract in its final form.

Budget/Funding: 1000-3410202 – General Fund - Sale of Real Estate

Attachments: Agreement

Meetings: Closed

Staff Recommendation: Approval X Denial_____

Proposed Motion: **I move that Council approve the sale of 24 West Main Street to Gerald W. Welcome, Jr., with the exception of removal of paragraph no. 12 (d), which shall be removed and deleted in its entirety from the Contract in its final form, for two hundred seventy-five thousand and 00/100 dollars ($275,000) and further move to authorize the Town Manager and Town Attorney to execute all necessary documents to complete said property sale.**

Option: I further move that Council include an additional clause in the agreement to specify that if the buyer does not place the property into productive, tax-producing use within twenty-four months that the Town, at its option, can repurchase the property at the same purchase price with wording determined by the Town Attorney.

*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

Bill Barnett

Edward A. Ogletree, Jr. Real Estate

1115 Buck Mountain Road
Bentonville, Virginia 22610
Commercial, Industrial, Technology Properties
Sales, Leases, Site Location, Businesses
billbarnett@centurylink.net
540-671-0278

August 17, 2016

Jennifer McDonald
Executive Director
Front Royal – Warren County
Economic Development Authority
Front Royal, VA

Dear Jennifer,

I thank you, Steve Burke, and Town staff for your responsiveness in opening the old police station building for my clients to tour and access on several occasions. The number of investors and partners in this project has grown since I first started working with Jerry Welcome, so along with the architect, the last tour was a pretty big group.

This offer contract is a result of some pretty intense analysis, albeit short of engineering and design, of the property by this group. It is our hope that Mayor Tim Darr, and the Town Counsel will agree to this proposal. I know that you were hoping to get a higher price for this property, and I encouraged my clients to bring forward a fair offer. I believe they have done so. Some of the issues they had to take into consideration were:

- Although the exterior is well maintained and attractive, the interior design is functionally obsolete, and likely would need to be reconfigured for any marketable use.
- The same asbestos that required the Town to discontinue using it must be remediated by either removal or encapsulation, or a combination thereof. Extent as yet undetermined.
- The building has had several structural modifications over the years, including, but not limited to, relocation of the stairway. This has left old supports within the walls which may require engineering changes, or a work-around that could affect the design.
- The same Historic district that has preserved the look and feel of the street so wonderfully does, to some extent, have the potential to add cost to and exterior changes or additions.
- The extensive pump system in the basement to handle the below-grade sewage discharged, may present challenges meeting code requirements for ADA and food

service build-out.

It is a wonderful building that I remember as the old Post Office, and where I visited the basement located Selective Service (Draft Board) as a young man. I personally would love to see it rehabilitated with original type lamp post in front and repurposed for a Restaurant, as so many old Post Offices around the country have been. Yes, it will contain both a restaurant and brewery, but it will not be a bar, or a night club, but a restaurant, that will make both the owners and the Town, proud to have in this prominent location.

My clients were pleased to learn that the Town of Front Royal is pro-business, and it is hopeful that some of the Town incentive programs will assist them in this project.

I understand the study period is a bit long, but if the engineering, design work, and financing issues can be completed faster, and the Planning and Building Inspection departments can complete their work as they have assured us, they may be able to shorten it. My clients desire to move as quickly as they can to begin work on the building.

During the study period, my clients also plan to reach out individually to all of the surrounding property owners, including the homes, churches, and businesses, to share their plans, and hear any concerns the owners may have. They desire to be a good neighbor, and the best way to do so is to proactively engage the neighbors in conversation.

We look forward to hearing from the Town that this redevelopment project can move forward.

Thanks
Bill

CONTRACT OF PURCHASE AND SALE

THIS CONTRACT, made and entered into by and between **TOWN OF FRONT ROYAL, VIRGINIA**, a municipal corporation, whose address is 102 East Main Street, Front Royal, Virginia 22630, hereinafter called "Seller," and **GERALD W. WELCOME, JR.,** or assigns, whose address is Post Office Box 399, Linden, Virginia 22642, hereinafter called "Buyer" or "Purchaser",

W I T N E S S E T H:

WHEREAS, Seller now owns and desires to sell the property with a street address of 24 West Main Street, Front Royal, Virginia 22630, the same having a tax map number ***Map: 20A7 4 13*** ("Property"), and Buyer desires to purchase the same on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and the earnest money deposit, the parties covenant and agree as follows:

1. **SALE OF PROPERTY:** Seller agrees to sell and Buyer agrees to purchase the Property, together with all appurtenances, easements and privileges thereto belonging including all right, title and interest of the Seller in and to any streets or ways adjoining said Property.

2. **PURCHASE PRICE AND EARNEST MONEY DEPOSIT:** The purchase price to be paid by Buyer to Seller for the Property is TWO HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($275,000.00). Said purchase price, as adjusted by the credits and prorations described herein, shall be paid at settlement in cash or immediately available funds.

Within five (5) calendar days following the effective date of this Contract, Buyer shall deliver to Rogan Miller Zimmerman, PLLC ("Escrow Agent") the sum of Five Thousand Dollars ($5,000.00) to serve as the Earnest Money Deposit ("Deposit") to be applied to the Purchase Price at closing.

3. **TITLE, TITLE EXAMINATION, AND SURVEY:** Title to the Property shall be good and marketable and free and clear of all leases, liens, encumbrances, easements, restrictions or any other conditions excepting only utility easements and such other exceptions that are acceptable to Buyer. During the Feasibility Study Period defined below, (i) Buyer shall obtain a title insurance commitment covering the Property issued by the Title Company, and (ii) Buyer, at Buyer's sole and exclusive option, shall obtain a boundary survey by a licensed surveyor. Buyer shall have seven (7) calendar days after receipt of each the title insurance commitment and the survey within which to deliver to Seller written notice of any objection that Buyer may have to the same. The failure of Buyer to so deliver written notice of any such objection shall constitute approval by Buyer of said title insurance commitment and/or survey. If Seller is notified by Buyer of any objection to the same, as and when aforesaid, and if Seller is unwilling to correct such objections, Buyer shall have the right (a) to declare this Contract null and void, at which time the Deposit shall be promptly refunded to Buyer and thereafter no party hereto shall have any further rights or obligations hereunder, except as otherwise herein expressly provided, or (b) to waive its objections and to proceed to Closing.

4. **FEASIBILITY STUDY PERIOD:** Buyer shall have ninety (90) calendar days ("Feasibility Study Period") from the ratification hereof to conduct such studies as Buyer deems necessary, appropriate or desirable to determine if the Property meets the needs for its intended use. Provided Buyer does not notify Seller of its decision to void this Contract, at the end of the Feasibility Study Period this contingency shall be automatically removed and the parties will proceed to closing. Conversely, if Buyer, in its sole and absolute discretion, determines within that Feasibility Study Period that the Property does not satisfy Buyer's needs or desires, then Buyer may declare this Contract null and void and the Deposit shall be returned to Buyer and all parties shall be released from further liability hereunder. Seller agrees to give Buyer and its agents full access to the Property to conduct such studies as may be desired, provided, however, such studies shall occur in such a manner as to cause the least interference with Seller's business activities.

5. **CLOSING DATE:** Provided all contingencies have been satisfied, this transaction shall be closed and the deed delivered to Buyer ("Closing") upon a mutually agreeable business day within thirty (30) calendar days of the expiration of the Feasibility Study Period, or ten (10) calendar days following the first meeting of Seller's Town Council after the expiration of the Feasibility Study Period, whichever first occurs. At the Closing, Seller shall execute and deliver to Buyer a general warranty deed in recordable form conveying good and marketable fee simple title to the Property free and clear of all liens, encumbrances, restrictions and conditions as herein provided. At Buyer's election, the description used in the deed shall be prepared in accordance with the survey obtained by Buyer. The parties shall also execute and deliver any other documents customarily necessary to complete this transaction. Seller shall furnish an affidavit of title covering mechanics' and materialmens' liens and any other matters required or appropriate for the issuance of an owner's title insurance policy covering the Property. Seller shall pay the costs of any Grantor transfer tax and release fees required in recording the deed; Buyer shall pay all other costs, including but not limited to other recording fees, title examination fee and premium and any lender fees. Possession shall be given to the Buyer on the date of Closing free and clear of any tenancies or occupancies.

Notwithstanding anything to the contrary herein, prior to Closing Seller agrees to repair to normal standards the sidewalk on West Main Street in front of the Property.

6. **TAX PRORATIONS:** Taxes for the current year, water charges and sewer rents, if any, shall be prorated as of the closing date. Back taxes, if any, shall be paid by Seller. If at the time of closing, the Property shall be subject to or affected by any assessment payable in installments of which the first installment shall be a charge or lien or shall have been paid, all the remaining installments shall be deemed due and payable for the purposes of this Contract and shall be paid by Seller at the time of closing.

7. **DEFAULT:** If Buyer shall default hereunder, the entire Deposit shall be paid to Seller as liquidated damages in full settlement of any and all claims against the Buyer under this Contract. Seller and Buyer acknowledge the difficulty in ascertaining Seller's damages if Buyer defaults hereunder and Seller and Buyer agree that the Deposit constitutes their best, good faith effort in estimating Seller's damages, and is not a penalty. In the event Seller defaults under the terms of this Contract, Buyer shall have all rights and remedies available to it, including but not limited to specific

performance.

8. **NOTICE:** Any notice required or permitted to be given hereunder shall be in writing and, without limitation on other adequate methods of communication, shall be deemed to have been sufficiently delivered upon deposit with the carrier if delivered by personal hand delivery, by certified United States mail, postage prepaid, return receipt requested, sent via telecopy with receipt confirmation or by Federal Express or other reputable express courier service, to the party being given such notice at the address of such party set forth above. Any such notice shall be considered given or delivered, as the case may be, on the actual date of deposit with the carrier (which, in the case of telecopied notice, shall be the date such telecopy is transmitted with confirmation of receipt, and which, if received after 5:00 p.m. recipient's time, shall be deemed delivered the next business day) as provided above; however, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice by the addressee thereof. Refusal, rejection, or return of any notice otherwise properly delivered shall be deemed to constitute receipt of such notice. Any party hereto may change the address for notices to it, effective as of any date not less than ten (10) days following delivery of the change of address notice, by giving the other parties hereto notice of such change of address in the manner specified above. A copy of any notice to Buyer shall simultaneously be delivered to Eric V. Zimmerman, Esquire, Rogan Miller Zimmerman, PLLC, 50 Catoctin Circle, NE, Suite 333, Leesburg, Virginia 20176 [ezimmerman@rmzlawfirm.com].

Before a party ("Non-defaulting Party") can place another party ("Defaulting Party") in default under the terms of this Contract, the Non-Defaulting Party must give the Defaulting Party written notice of the event of default and the Defaulting Party shall then have seven (7) calendar days from the date of its receipt or rejection of the written notice to cure the stated default ("Notice Period"). If the default has not been cured by 5:00 p.m. Eastern Standard Time on the seventh (7th) day following the date of receipt or rejection of the written default notice, then the Non-Defaulting Party can exercise its rights and remedies under the terms of this Contract.

9. **CONDEMNATION:** Until this transaction is closed and the deed delivered to Buyer, the risk of condemnation and any other loss to the Property or liability arising therefrom shall be borne by Seller. In the event of condemnation, Buyer may, at its option, either (i) close the transaction and receive any proceeds awarded as a result of such condemnation, or (ii) terminate this Contract, in which event all sums deposited hereunder shall be immediately returned to Buyer. Unless specifically excepted herein, Seller warrants that it has no knowledge of, nor has it received any notification from any governmental agency or other institution concerning any pending public improvement or of the proposed exercise of, or offer to purchase under, the power of eminent domain relative to any part of the Property or requiring any alteration or other work thereon that has not been satisfactorily made, which warranty shall survive the delivery of the deed hereunder.

10. **POSSESSION:** Upon the expiration of the Feasibility Study Period, provided Buyer has not declared this Contract null and void, Seller shall grant Buyer possession of the property to commence renovations. Until that time, all risk of loss to the Property shall remain with Seller.

11. **SUCCESSORS AND ASSIGNS:** This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns. At the election of Buyer, this Contract may be assigned to a corporate entity formed to hold title to the Property.

12. **REPRESENTATIONS:** Seller hereby represents, warrants and covenants to and with the Buyer that: (a) there is no violation of any deed restriction to which the Property is subject or of any law, ordinance, rule or regulation, and Seller has not prior hereto at any time received any notice of such violation which has not since been corrected; (b) no litigation or governmental proceeding is pending or, to the best of Seller's knowledge, threatened against or involves the property or Seller which might adversely affect the Property and/or the ability of Seller to perform its obligations under this Contract; (c) the property is not in a designated wet land, floodplain, or flood insurance area; and (d) the Property does not contain any asbestos, ureaformaldehyde foamed-in-place insulation, polychlorinated biphenyl ("PCBs") or any other hazardous, dangerous or toxic materials or other substances, the release or disposal of which is regulated by any law, regulation, code or ordinance, including, without limitation, Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Property has not been used for the production, processing, burial, storage (including inground storage tanks), disposal or release of hazardous materials. The foregoing representations shall survive the closing and the Seller shall indemnify and hold the Buyer harmless from any breach thereof, including attorney's fees, whether such breach is discovered or asserted before or after the closing.

13. **REALTORS' COMMISSIONS:** Realtor commission, if any, shall be paid solely by Seller. Seller shall indemnify and hold Buyer harmless for any claims made against Buyer by any broker acting or claiming to act on behalf of Seller. The indemnifications and hold harmless provisions of this paragraph include, but are not limited to, court costs, reasonable attorney fees and other professional fees and expenses, including the cost of any appeals.

14. **ATTORNEYS' FEES:** In the event of any suit, action or proceeding at law or in equity, by either of the parties hereto against the other by reason of any manner or thing arising out of this Contract, the prevailing party shall recover, not only its legal costs, but reasonable attorney's fee (to be computed by the court) (including the costs of all appeals) for the maintenance or defense of said action or suit, as the case may be.

15. **MISCELLANEOUS:** As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. This Contract shall be interpreted under the laws of the Commonwealth of Virginia. The headings of the paragraphs of this Contract are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision, or any portion thereof, of this Contract, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law. If the date on which any contingency expires or the date required for closing falls on a non-business day, then the closing will occur on the contingency time expire on the

next business day. A "business day" is defined to mean a day that is not a Saturday, Sunday or a day on which a federally charter bank operating in the state in which the Property is located is not open for business to the public.

16. **SURVIVAL**: All of the terms and provisions of this Contract that have not been performed as of the date of closing shall survive the closing and shall not be merged into the deed. Upon execution of the closing statement, all warranties and representations of the Seller shall be considered restated to be true and correct and without any change as of the date of closing. The parties shall include the foregoing provisions as a note on the closing statement to be executed at closing.

17. **EXECUTION:** This Contract is an offer by the first signing party to the other party that is made this ___ day of August, 2016 and is open for acceptance for ten (10) days by which date the first signing party must have received an original, unmodified, fully executed Contract. This offer to purchase shall be null and void unless the first signing party receives the required fully executed Contract by 5:00 P.M. Eastern Standard Time on or before the final date for acceptance of this offer to purchase.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date appearing together with their signatures below. For purposes of the calculations of any time periods set forth in this Contract, this Contract shall be deemed to have been entered into and effective on the latest of the dates set forth below, or the date last initialed, whichever is later.

Executed by Buyer this 16 day of August, 2016.

BUYER:

Gerald W. Welcome Jr. (SEAL)
Gerald W. Welcome, Jr.

Executed by Seller this ___ day of _____, 2016.

SELLER:

TOWN OF FRONT ROYAL, VIRGINIA

By: _____ (SEAL)
Name: _____
Its: _____