



TOWN COUNCIL WORK SESSION

TUESDAY, September 5, 2017 @ 7:00pm

Town Hall Conference Room

Town/Staff Related Issues:

1. CHA Presentation on Route 522 Corridor Water Upgrade/Reliability
2. Continued Discussion - Proposed Vacation of Town Rights-of-Way a 1521 N. Royal Ave - Butler
3. Adoption of Llewellyn LLC Conservation Easement – *Town Attorney*
4. Advancement of Abandonment of Right-of-Way and Authorization of Quitclaim Deed to William M. Biggs and William J. Biggs Resolutions and Acceptance of Right-of-Way Deed Previously Adopted by Town Council; and, Damages Claim – *Town Attorney*
5. Request to Revise Policy for Town Fixed Video Equipment in Public Areas – *Town Manager*

Council/Mayor Related Items

6. Liaison Committee Meeting Items for September 21 Meeting
7. Council Discussion/Goals (*time permitting*)

1



Item No. 1

Town of Front Royal, Virginia Work Session Agenda Form

Date: September 5, 2017

Agenda Item: 522 Corridor Water System Upgrade

Summary: Information will be provided at the work session. Attached is information from March 20, 2017 Work Session

Council Discussion: Council takes desired action

Staff Evaluation: CHA will be presenting

Budget/Funding: N/A

Legal Evaluation: Town Attorney will be available

Staff Recommendations: Staff will be available

Town Manager Recommendation: Town Manager will be available

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____ (Aye) ____ (Nay)

Work Session

Route 522 Corridor Reliability Study

Project Summary

- Agreement with Dominion Power results in up to \$3.5 million dollars to help fund construction of the “Looping Project”.
- While the original “Looping Project” idea has been eliminated from consideration, the concept has been replaced with a new 12-inch waterline running parallel to the existing waterline along Route 522, as shown on the attached Figure 5.1
- CHA performed an evaluation of available options for increasing the reliability of the Route 522 Corridor water system. This report evaluated storage tank and parallel waterline options. The Executive Summary is included in this packet. The study recommends the installation of a parallel waterline
- Town Staff concur with recommendations of the CHA Report
- Dominion Power has indicated that “....of the options presented [in the CHA Report], only the New Parallel Waterline will meet this requirement.”
- Overall project cost is estimated at \$5.5 million (\$2.0 million contribution from the Town)
- Modeling based upon the Town GIS information does indicate a 3-12 psi pressure drop when Route 522 pump station capacity increases due to additional line capacity provided by parallel waterline. Pressure stays at acceptable levels, though pump control measures (short term) and/or waterline improvements (long term) within the Town distribution network would eliminate these concerns.

1.0 EXECUTIVE SUMMARY

The Town of Front Royal desires to increase the reliability of the northern portion of their water distribution system known as the Route 522 corridor (Corridor). This water system includes many large commercial and industrial users and is currently served by a single transmission main. If this main were to fail anywhere in the Corridor, the only water available north of the break would be that already stored in the 1.0 million gallon Fairgrounds Road tank. The goals of the project are to:

1. Maximize the volume of water supply available if water transmission main failure occurs;
2. Minimize the users affected during this scenario; and
3. Ensure all water quality regulations continue to be met.

Several alternatives along the Corridor were evaluated including:

1. Installing a waterline parallel to the existing line;
2. Connecting to an alternate portion of the Town's distribution system (Route 55 Pressure Zone Loop Connection);
3. Adding storage tank volume; and
4. Adding storage tank volume and upgrading the distribution pipe network.

These four alternatives were evaluated based effectiveness at meeting project goals, estimated project costs, and constructability. The current Corridor water demands were utilized in the evaluation as well as future demand projections based on Warren County's (County) evaluation of undeveloped land.

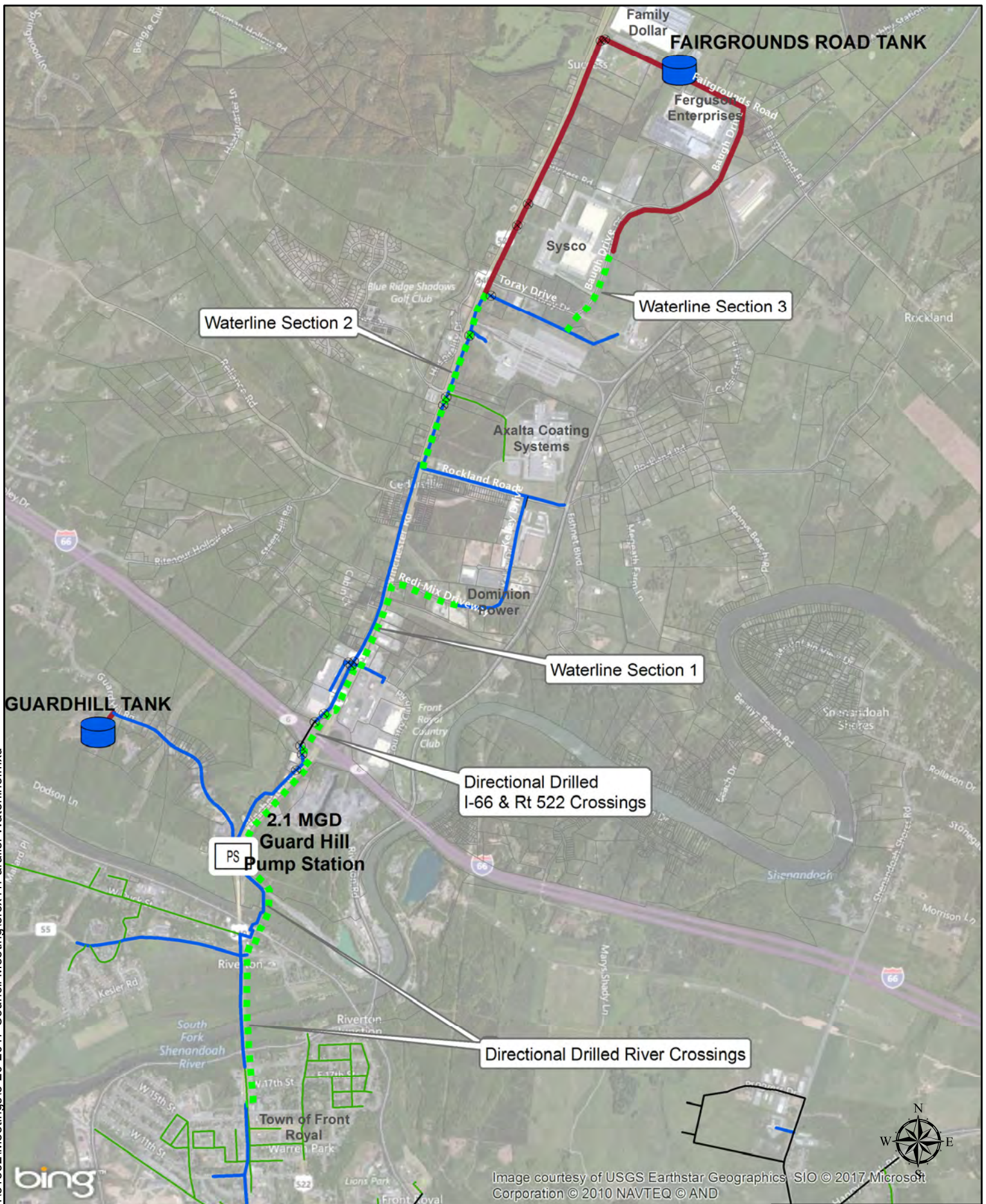
A parallel waterline would significantly increase the reliability of the water supply in the 522 Corridor. If a line break occurred at any location in the Corridor to either of the waterlines, the other line would be able provide all the necessary flow to all users along the Corridor. Figure 5.1 shows the proposed routing of this parallel line alternative, and divides the project up into three separate sections. The sum of the three new sections of waterline totals approximately 23,500 linear feet.

The total estimated project cost for a redundant waterline is \$5,470,800.

Table 5.1 - Alternative 1 – Parallel Waterline Preliminary Cost Estimate

Item	Quantity	Unit	Unit Cost	Total Cost
River Crossings (Bore and Jack)	780	LF	\$1,000	\$780,000
I-66 Crossing (Bore and Jack)	900	LF	\$600	\$540,000
522 Crossings (Bore and Jack)	400	LF	\$600	\$240,000
12-inch Ductile Iron Water Main	21,420	LF	\$88	\$1,884,960
Valves and Fittings	1	LS	\$80,000	\$80,000
Pavement Restoration	2,250	SY	\$50	\$112,500
			Construction Subtotal	\$3,637,460
Mobilization	3%	% of Sub	\$109,200	\$109,200
Contractor Overhead and Profit	12%	% of Sub	\$436,500	\$436,500
Construction Cost				\$4,183,200
Easement Acquisition	1	LS	\$50,000	\$50,000
Geotechnical and Survey	2%	% of Const	\$83,700	\$83,700
Contingency	10%	% of Const	\$418,400	\$418,400
Legal, Engineering and Permitting	15%	% of Const	\$627,500	\$627,500
Resident Project Representation	1,350	Hours	\$80	\$108,000
				\$5,470,800

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**Town of Front Royal
Route 522 Corridor Water Distribution
System Reliability Upgrade Evaluation
Preliminary Engineering Report**

CHA Project Number: 31532

Prepared for:

Town of Front Royal, Virginia

Prepared by:



*1901 Innovation Drive, Suite 2100
Blacksburg, VA 24060*

January 2017

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1.0 EXECUTIVE SUMMARY

The Town of Front Royal desires to increase the reliability of the northern portion of their water distribution system known as the Route 522 corridor (Corridor). This water system includes many large commercial and industrial users and is currently served by a single transmission main. If this main were to fail anywhere in the Corridor, the only water available north of the break would be that already stored in the 1.0 million gallon Fairgrounds Road tank. The goals of the project are to:

1. Maximize the volume of water supply available if water transmission main failure occurs;
2. Minimize the users affected during this scenario; and
3. Ensure all water quality regulations continue to be met.

Several alternatives along the Corridor were evaluated including:

1. Installing a waterline parallel to the existing line;
2. Connecting to an alternate portion of the Town's distribution system (Route 55 Pressure Zone Loop Connection);
3. Adding storage tank volume; and
4. Adding storage tank volume and upgrading the distribution pipe network.

These four alternatives were evaluated based effectiveness at meeting project goals, estimated project costs, and constructability. The current Corridor water demands were utilized in the evaluation as well as future demand projections based on Warren County's (County) evaluation of undeveloped land.

A parallel waterline would significantly increase the reliability of the water supply in the 522 Corridor. If a line break occurred at any location in the Corridor to either of the waterlines, the other line would be able provide all the necessary flow to all users along the Corridor. Figure 5.1 shows the proposed routing of this parallel line alternative, and divides the project up into three separate sections. The sum of the three new sections of waterline totals approximately 23,500 linear feet.

The total estimated project cost for a redundant waterline is \$5,470,800.

2.0 INTRODUCTION

The Town of Front Royal (Town) provides water to residential, commercial, and industrial users within the Town and surrounding areas. The Town's water source is the South Fork Shenandoah River and the water is treated by the Town's water treatment plant. The plant has a rated capacity of 6 million gallons per day (MGD), but current demands are approximately 1.95 MGD.

A large portion of the Town's water demand comes from commercial and industrial facilities located along the Corridor. These facilities use the water for fire protection, process and cooling applications. The Corridor is served through a single transmission main made up of 10-inch, 12-inch, and 16-inch diameter pipe. This single waterline has been reliable, but a line break or failure anywhere along the Corridor would threaten water delivery to these major users, causing not just inconvenience and the potential health hazard of low pressure water, but also significant financial loss due to process interruption.

The Town desires to increase the reliability of its water distribution system along the 522 Corridor to limit the potential for the large facilities located in this area to be without water in the event of a single line break or other system failure.

3.0 PURPOSE AND SCOPE OF THIS REPORT

The purpose of this report is to:

1. Evaluate several different alternatives to increase the reliability of the distribution system in the 522 Corridor to determine which alternative can maximize the time the system can supply water locations most vulnerable to line breaks as well as ensure all water quality regulations continue to be met.
2. Identify and provide preliminary design information for infrastructure that will be required for the selected alternative, including additional water line, pump stations, and/or water storage tanks.

4.0 EXISTING CONDITIONS

Figure 4.1 shows the existing facilities owned by the Town. The Town of Front Royal owns and operates a water plant that has a capacity to treat 6 MGD, but due to water withdrawal permit limits for the South Fork Shenandoah River, the plant is limited to 4 MGD. From 2014-2015, the plant has produced an average of 1.95 MGD of finished water, with a maximum month production of 2.1 MGD.

The Town also operates four water pump stations in the water distribution system, the Guard Hill pump station and the Jamestown pump station perform the bulk of the pumping for the Town. The Loop Road and 4H pump stations are small pump stations designed to serve small areas. The 0.65 MGD Jamestown pump station fills the Jamestown/Route 55 tank and is the sole source of water to the Jamestown pressure zone which is roughly 300-feet higher than the main Town pressure zones. The Guard Hill pump station is sized at 2.1 MGD and all water entering the 522 Corridor passes through this pump station. The main storage tank in this pressure zone is the Fairgrounds Road Tank which has an overflow elevation of 785 feet. Currently, if the Fairgrounds Road Tank needs to be taken offline, the Guard Hill Tank can be used as an emergency backup. The Guard Hill Tank is a ground level storage tank that is fed by gravity from the clearwells at the water plant. This tank's overflow elevation is 18 feet lower than the Fairgrounds Road tank and is separated from the majority of the Corridor by thousands of feet of 12-inch line and a short section of 10-inch line under I-66. Thus, this tank can act as an emergency backup for the Fairgrounds Road Tank, but at reduced system pressures and inadequate fire flows.

The remainder of this report will focus on the 522 Corridor water system.

4.1 EXISTING WATER DEMAND

Based upon Town water meter billing from May 2015 to April 2016 demand in the Corridor averaged 0.42 MGD. The largest user is Dominion Power who uses an average of approximately 0.17 MGD which is about 40-percent of the total Corridor demand. The Fairgrounds Road Tank can store 1 million gallons, so in the event that a line break isolates the Corridor from the rest of the distribution system, the Fairgrounds Road Tank would be able to feed the Corridor north of the break for approximately 2 days at the current average water demand.

4.2 FUTURE WATER DEMAND

The Town provided CHA with an analysis of future water demand along the Corridor. The Corridor has significant available land that is expected to be developed by year 2076. Based on Warren County's land use plan, the majority of the available 1,393 acres are for industrial uses. The remainder of the raw land will be used for commercial, institutional, and residential uses. Table 4.1 below includes an estimate the future water demands for these four land uses.

Table 4.1 – Year 2076 Estimated Future Water Demand for Developable Land

Planning Area	Quantity	Estimated Demand Multiplier	Estimated Demand, GPD
Commercial	1,820,000 Building SF	200 gpd/1000 SF	364,000
Industrial	21,236,000 Building SF	100 gpd/1000 SF	2,124,000
Institutional	4,854,000 Building SF	150 gpd/1000 SF	728,100
Residential	204 Lots	(100 gpd x 3.2 person)*lot	65,300
Developable Land Total Estimated Demand			3,281,400

In addition to the above estimates, Dominion Power will continue to increase usage in the future, with a projected demand of 0.65 MGD, well above their existing consumption of 0.17 MGD. While we do not have a projected schedule for this increase in demand, we have assumed that the facility will reach its peak production in the next 20 years, with demand growing at approximately 7% per year.

In order to determine total future demands per decade for the next sixty years, the total estimated demand for developable land is assumed to increase at an average 4.5% growth rate until the full build-out is reached in year 2076. Table 4.2 below shows the total future demands for each decade accounting for the Dominion power demands, population increase, and the future development.

Table 4.2 – Estimated Total Future Water Demand

Year	Dominion Power Estimated Demand (MGD)	Residential and Developable Land Estimated Demand (MGD)	Total Estimated Demand (MGD)
2016	0.17	0.25	0.42
2026	0.33	0.39	0.72
2036	0.65	0.60	1.26
2046	0.65	0.94	1.59
2056	0.65	1.46	2.11
2066	0.65	2.27	2.92
2076	0.65	3.53	4.18

Based on the above information, demand in 2076 will be approximately 4.18 MGD. The existing Fairgrounds Road Tank's storage capacity of 1.0 MG would only be able to serve the 522 Corridor for approximately 5.7 hours at this future average demand, if the break happened to occur when the tank was completely full. The estimated demands, however, do not consider peak demands and fire flow situations. If a line break occurred during a future peak demand period, the time of supply would be drastically decreased.

5.0 EVALUATION OF ALTERNATIVES

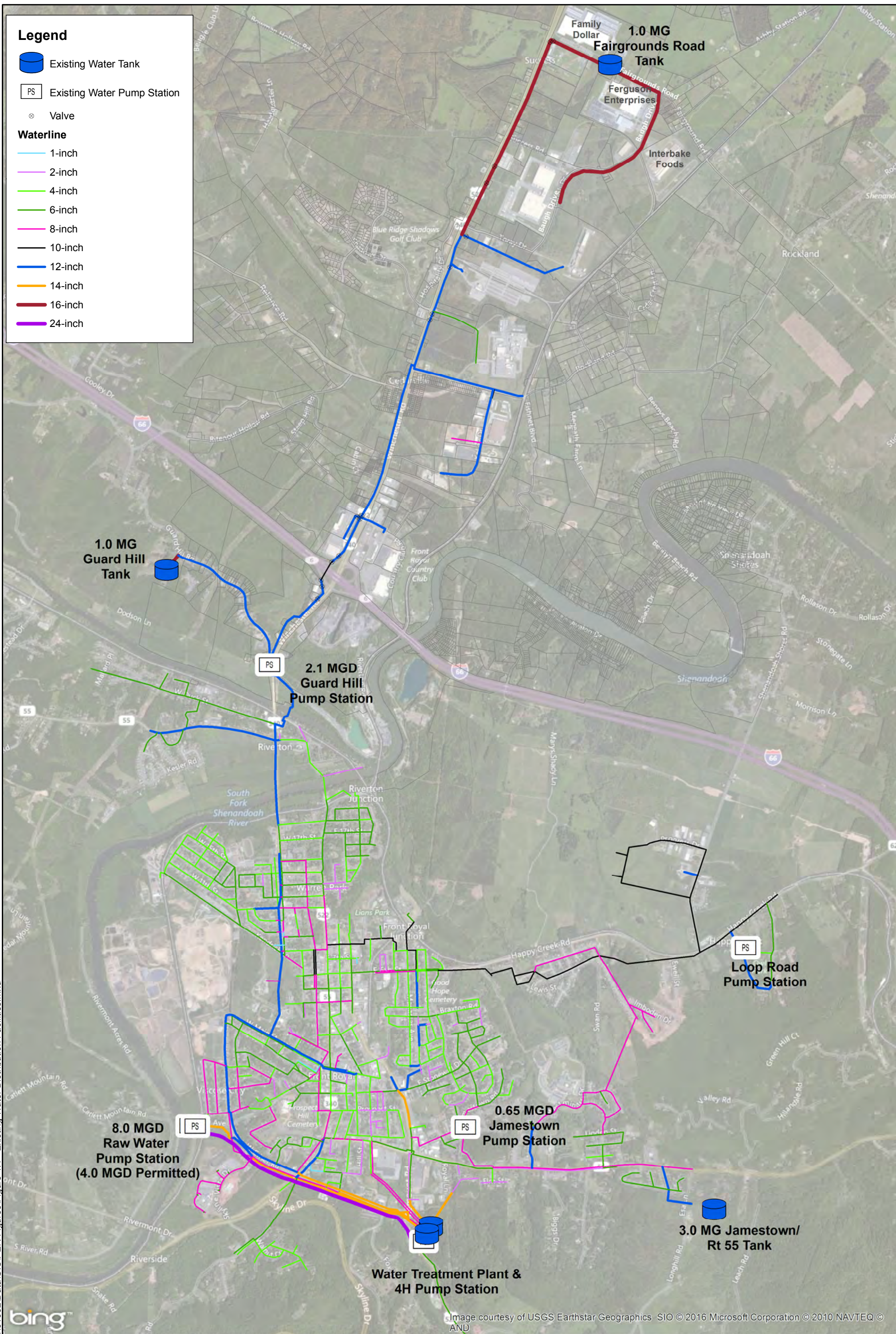
5.1 OVERVIEW OF REDUNDANCY ALTERNATIVES

Four alternatives were evaluated to increase 522 Corridor water system reliability:

- Alternative 1: Parallel Waterline – This alternative includes the construction of a new water line running parallel to the existing Corridor’s transmission main to provide a second and redundant feed from the current Town connection into the existing Fairgrounds Road Tank.
- Alternative 2: Route 55 Pressure Zone Connection (Jamestown Loop Connection) – This option includes the construction of new water line that would connect into the Route 55 pressure zone at the existing 12-inch line that runs parallel to Toray Drive.
- Alternative 3: Additional Water Storage – This alternative includes a storage tank installed in the Corridor to provide storage in addition to the existing 1 million gallon Fairgrounds Road Tank.
- Alternative 4: Additional Water Storage with Network Improvements – This option includes an additional storage tank in the Corridor as well as several short sections of new waterline designed to create a waterline network in the northern portion of the existing distribution system.

5.2 ALTERNATIVE 1: NEW PARALLEL WATERLINE

A parallel waterline would significantly increase the reliability of the water supply in the 522 Corridor. If a line break occurred at any location in the Corridor to either of the waterlines, the other line would be able provide all the necessary flow to all users along the Corridor. This high degree of redundancy, however, has a significant cost associated with it, as it requires a large amount of new waterline and would include very difficult construction under the two forks of the Shenandoah River, as well as a long directional drilling under I-66. Figure 5.1 shows the proposed routing of this parallel line alternative, and divides the project up into three separate sections. The sum of the three new sections of waterline totals approximately 23,500 linear feet.



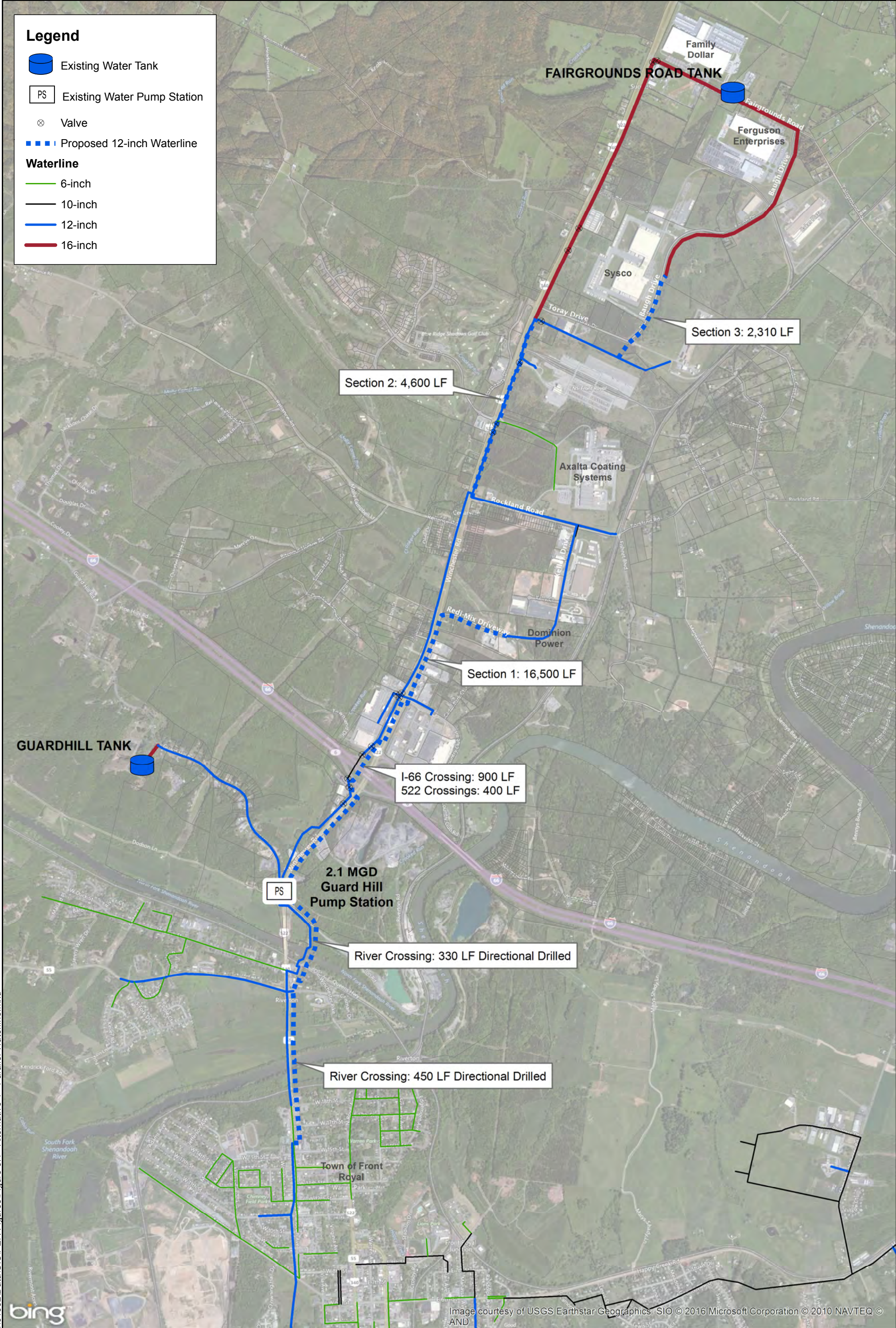
The proposed new 12-inch parallel waterline connects into the existing system at the end of the westerly waterline that terminates near W 16th St. The proposed line then turns east to cross the easterly waterline, and then turns north to run parallel up the east side of the Corridor. This first section of new waterline terminates at the end of the existing waterline along Kelly Drive near Dominion Power. Section 2 of the new waterline connects into the existing 12-inch waterline at the intersection of Rockland Road and Route 522 and runs parallel to Route 522 east of the existing line, and terminates at the existing 12-inch east/west waterline just south of Toray Drive. The third section of new 12-inch waterline connects into the line at the intersection of Baugh drive and the waterline just south of Toray Drive and then terminates at the end of the existing 16-inch waterline along Baugh Drive.

Table 5.1 below provides a cost estimate of the required borings, waterline, pavement restoration, and easement acquisitions required for this option.

Table 5.1 – Alternative 1: Parallel Waterline Preliminary Cost Estimate

Item	Quantity	Unit	Unit Cost	Total Cost
River Crossings (Directional Drilled)	780	LF	\$1,000	\$780,000
I-66 Crossing (Directionally Drilled)	900	LF	\$600	\$540,000
522 Crossings (Bore and Jack)	400	LF	\$600	\$240,000
12-inch Ductile Iron Water Main	21,420	LF	\$88	\$1,884,960
Valves and Fittings	1	LS	\$80,000	\$80,000
Pavement Restoration	2,250	SY	\$50	\$112,500
Construction Subtotal				\$3,637,460
Mobilization	3%	% of Sub	\$109,200	\$109,200
Contractor Overhead and Profit	12%	% of Sub	\$436,500	\$436,500
Construction Cost				\$4,183,200
Easement Acquisition	1	LS	\$50,000	\$50,000
Geotechnical and Survey	2%	% of Const	\$83,400	\$83,700
Contingency	10%	% of Const	\$416,700	\$418,400
Legal, Engineering and Permitting	15%	% of Const	\$627,500	\$627,500
Resident Project Representation	1350	Hours	\$80	\$108,000
Total Capital Cost				\$5,470,800

The opinion of probable cost to install a parallel waterline to the Corridor is approximately \$5.47 million.



5.3 ALTERNATIVE 2: CONNECT TO ROUTE 55 PRESSURE ZONE

Another option for increasing reliability along the Corridor is to install a new 12-inch waterline connecting the Corridor into the area served by the Jamestown/Route 55 tank. This tank is served by the Jamestown pump station which creates a hydraulic grade approximately 300' higher than the 522 Corridor pressure zone. Under this scenario, the Corridor would be served through both the 522 Corridor pressure zone and the Route 55 pressure zone. A pressure reducing valve would regulate flow into the Corridor from the Jamestown system. In the event of a line break that would prevent the Guard Hill pump station from feeding the Fairgrounds Road Tank, the Corridor would continue to be fed from both sides of the break by either the Guard Hill pump station or the Route 55 tank/Jamestown pump station.

This option has been evaluated extensively by another consultant as part of separate project, so it has not been heavily detailed here. It is clear the project would require an upgrade to the Jamestown pump station and the nearby distribution system, one major river crossing, one crossing of I-64 and a very long length of new waterline. In addition, extensive easements would have to be negotiated, as there is no existing waterline or easement in place. The other consultant's work on this option found that the cost would be approximately \$9 million. Due to high construction costs, Alternative 2 will no longer be considered for the remainder of this report.

5.4 ALTERNATIVE 3: ADDITIONAL STORAGE

The third alternative to increase reliability in the system is to install an additional storage tank in the Corridor to increase the amount of storage available in the event of a line break. Figure 5.2 shows the proposed location alternatives for the proposed tank and pump station. These locations will be discussed more in Section 6.

Two types of storage tanks were evaluated: 1) Ground level storage tanks and 2) Elevated storage tanks.

V:\Projects\ANY\K4\31532\Data\GIS\IPER Figures\Figure 5.2 - Alternative 3 - Storage Tank Locations.mxd

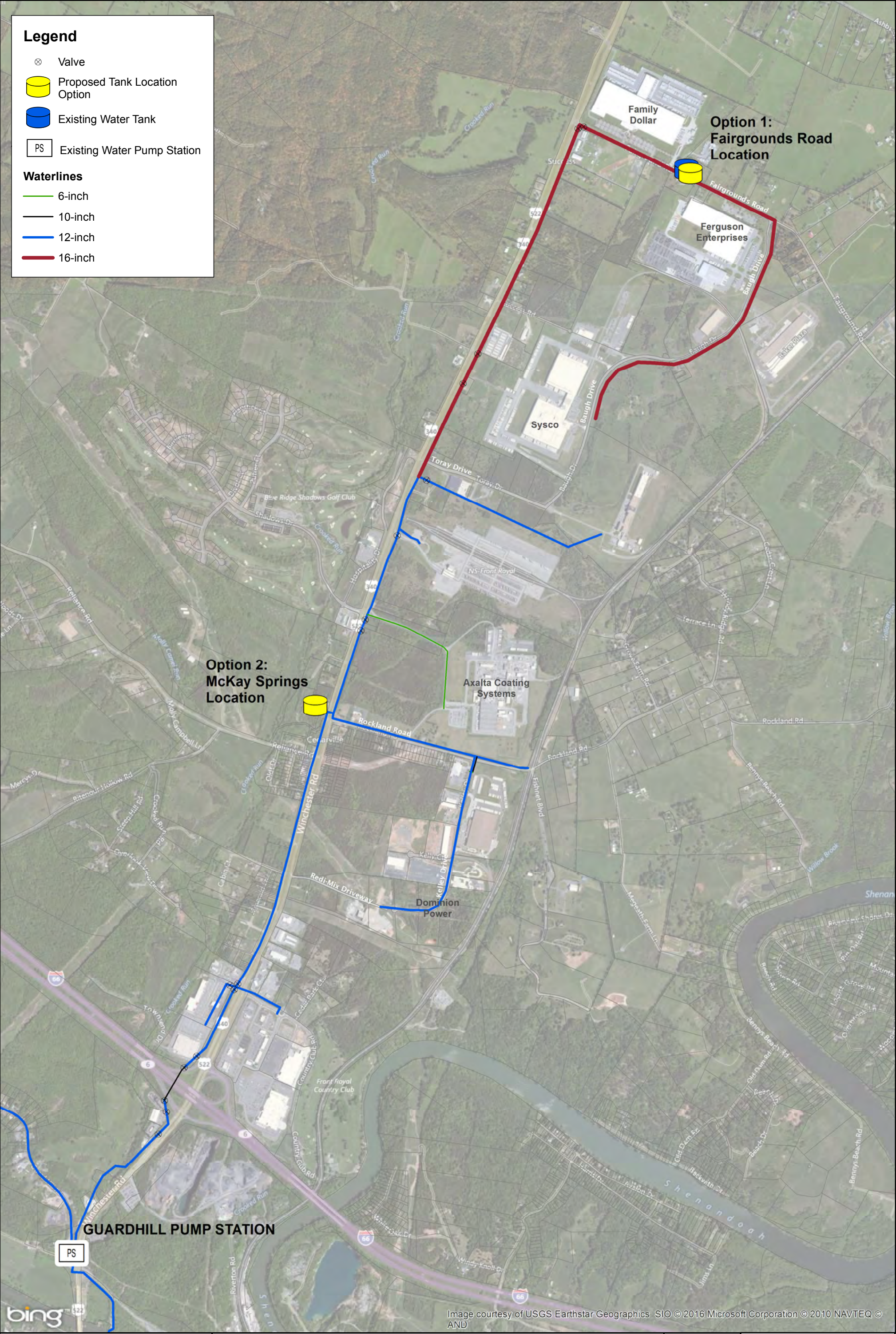


FIGURE 5.2
ALTERNATIVE 3 - ADDITIONAL WATER STORAGE



Date : May 2016

0 750 1,500
Feet

1 inch = 1,500 feet

5.4.1 Ground Storage Tank

If a ground storage tank was utilized to provide the additional storage for the Corridor, there would be several important considerations to take into account. First, because the topography would not allow a ground storage tank to be built at the necessary elevation, the storage tank would have to be filled by pressure from the existing waterlines, and then drained by pumping back into the higher pressure water system. This filling and draining system would require an altitude valve/pressure reducing valve to control the filling of the tank, and a pump station to pump the water back into the distribution system. From a cost standpoint, there would be two significant items: the storage tank and the pump station. The costs of constructing, operating and maintaining both systems needs to be considered for this option.

A ground storage tank has two important considerations that affect overall cost: 1) material, and 2) tank volume. Four materials typically used for ground storage tanks include pre-stressed concrete (AWWA D110 Type II, as manufactured by Crom Tank), glass-fused-to-steel (AWWA D103 as manufactured by Fusion or Aquastore), steel (AWWA D100), and pre-cast concrete (AWWA D115, as manufactured by Dutchland Tank) were evaluated.

Each of these tank materials have advantages and disadvantages:

1. The Crom-style concrete tank uses a thin concrete floor that can be subject to cracking, and the outer layers of shotcrete that are used may peel away over time, leaving a less visually appealing product.
2. A glass-fused-to-steel tank is typically long lasting, but if the tank gets damaged, it is difficult to repair.
3. A steel tank (the material used for all the Town's current water storage tanks) needs to be specially coated well during installation and recoated depending on the quality of the coating, increasing maintenance costs.
4. The pre-cast concrete tank is durable, and long lasting. The cost for this tank can be quite high, and there are only few manufacturer's that will make them. Dutchland's manufacturing facility is not far away from Front Royal, and so this may become a more attractive option.

Table 5.2 below tabulates the estimated equipment cost for a 1 and 2 million gallon tank with each of these different materials. The cost includes the design and construction of the tank, the foundation, and all necessary tank appurtenances. These costs do not include contract costs, engineering site work, concrete strength testing, or groundwater control.

Table 5.2 – Ground Storage Tank Material and Volume Cost Analysis

Material	1 Million Gallon Tank	2 Million Gallon Tank
Pre-stressed Concrete	\$600,000	\$925,000
Glass-Fused-to-Steel	\$587,000	\$1,050,000
Steel	\$985,000	\$1,750,000
Pre-cast Concrete	\$647,300	\$1,026,600

The glass-fused-to-steel tank (Aquastore) is the least expensive tank material for a 1 million gallon tank, by a slim margin, while the pre-stressed concrete is the least expensive material for a 2 million gallon tank. A ground storage tank will require an associated pump station in order to feed into the Fairgrounds Road Tank. This will add to the total project cost of a ground storage tank. Comparing the characteristics of the tank materials with their costs, the glass-fused-to-steel tank is the least expensive option for a 1 million gallon tank.

The necessary pump station for a ground storage tank would be designed to provide the same pumping capability as the existing Guard Hill pump station (2.1 MGD). Table 5.3 includes a cost estimate for the pump station that would be associated with the ground storage tank. Table 5.4 provides a preliminary cost analysis of a 1 million gallon glass-fused-to-steel ground tank combined with the associated pump station.

Table 5.3 – Pump Station Cost Analysis

Item Description	Quantity	Unit	Unit Cost	Total Cost
1500 gpm End Suction Pump	2	LS	\$37,500	\$75,000
Piping and Valves	1	LS	\$25,000	\$25,000
Cla-Val Pump Control Valve	2	LS	\$25,000	\$50,000
12-inch Flanged Piping	10	LF	\$250	\$3,000
10-inch Flanged Piping	25	LS	\$200	\$5,000
Automatic Transfer Switch	1	LS	\$25,000	\$25,000
Surge Anticipation Valve	1	EA	\$12,000	\$12,000
522 Corridor PRV Vault	1	LS	\$60,000	\$60,000
100 hp VFD	2	EA	\$25,000	\$50,000
25'x25' Building	625	SF	\$250	\$156,000
Site Work	1	LS	\$50,000	\$50,000
Backup Generator	1	LS	\$80,000	\$80,000
			Subtotal	\$591,000
Electrical	% of Sub.	20%		\$119,000
Estimated Total Construction Cost				\$710,000

Table 5.4 – Alternative 3A: Ground Storage Tank Preliminary Cost Estimate

Item	Quantity	Unit	Unit Cost	Total Cost
1 MG Glass-Fused-To-Steel Ground Storage Tank	1	EA	\$587,000	\$587,000
Piping, Valves, and Accessories	1	LS	\$130,000	\$130,000
Pump Station	1	LS	\$710,000	\$710,000
Electrical and Instrumentation	1	LS	\$50,000	\$50,000
Construction Subtotal				\$1,477,000
Mobilization	3%	% of Sub	\$44,400	\$44,400
Contractor Overhead and Profit	12%	% of Sub	\$177,300	\$177,300
Construction Cost				\$1,698,700
Geotechnical and Survey	1	LS	\$20,000	\$20,000
Contingency	10%	% of Const	\$169,900	\$169,900
Legal, Engineering and Permitting	15%	% of Const	\$305,800	\$254,900
Resident Project Representation	650	Hours	\$80	\$52,000
Total Capital Cost				\$2,195,500

5.4.2 Elevated Storage Tank

As a means of avoiding the costs and maintenance associated with a pump station, an elevated tank was also considered. This tank would simply operate in parallel with the Fairgrounds Road tank, and could even share some of the same piping. Overall, this type of tank would reduce the required maintenance and would not change the operation of the distribution system.

Budget quotations from several different manufacturers were obtained to determine the economic feasibility of this option. Siting of the tank is important as a cost consideration, because the tank must be built at an elevation that matches the required hydraulic grade line of 775'. Choosing a site at a lower elevation means that the tank must be taller. The existing location of the Fairgrounds Road tank was found to be the best suited for an elevated tank, meaning that the new proposed tank would essentially match this tank in height. Because it would be right next to the Fairgrounds Tank, quotes were obtained for a tank that is similar in nature, but a “composite” style was requested. This style tank would match the Fairgrounds Road tank visually, but would not provide the under-tank equipment storage and garage available at the existing tank. A comparison of the types of elevated storage tanks is included in Appendix A, along with quotes and information concerning all the different tanks evaluated.

This type of tank would be more expensive than the ground storage tank, even considering the construction cost of the pump station. A full breakdown of the costs of the elevated storage tank is included in Table 5.5.

Table 5.5 – Alternative 3B: Elevated Storage Tank Preliminary Cost Estimate

Item	Quantity	Unit	Unit Cost	Total Cost
1 MG Composite Elevated Storage Tank	1	EA	\$2,400,000	\$2,400,000
Site Work	1	LS	\$50,000	\$50,000
Piping, Valves, and Accessories	1	LS	\$70,000	\$100,000
Construction Subtotal				\$2,540,000
Mobilization	3%	% of Sub	\$75,600	\$76,200
Contractor Overhead and Profit	12%	% of Sub	\$302,400	\$304,800
Construction Cost				\$2,921,000
Geotechnical and Survey	1	LS	\$30,000	\$30,000
Contingency	10%	% of Const	\$289,800	\$292,100
Legal, Engineering and Permitting	15%	% of Const	\$521,700	\$438,200
Resident Project Representation	650	Hours	\$80	\$52,000
Total Capital Cost				\$3,733,300

5.4.3 Storage Tank Alternative Evaluation

A ground storage tank is a feasible and economical option to improve the reliability of the Corridor's distribution system. While an elevated storage tank would be easier to operate, the construction cost of the elevated storage tank is much higher. While the ground storage tank would be more costly to operate, the present worth of the operating expenses (maintenance and pumping costs) is less than \$250,000, not close to enough to make up the difference between the two tank types. Therefore, a ground storage tank with pump station should be chosen if this alternative is selected.

Using the existing 0.42 MGD average demand, a 1 million gallon storage tank in addition to the existing 1 million gallon Fairgrounds Road Tank would be able to serve the Corridor for approximately 4.5 days in the event of a line break. A 2 million gallon ground storage tank would be able to serve the Corridor for approximately 7 days. Using 2076 demand projections, an additional 1 million gallon storage tanks would allow water service to continue in the Corridor for approximately 12 hours, or an additional 2 million gallon tank for 18 hours.

One major drawback to using a storage tank is derived from the linear nature of the waterlines connecting the tanks with the main portion of the Town's system. Because of the single line serving the area, a line break necessarily splits one side of the distribution system from the other.

The side north of the break would be served by the Fairgrounds Road and proposed tanks, and users would experience normal pressures and fire flow availability, as long as the break did not result in a massive loss of water from the storage tank.

On the south side of any line break, the Guard Hill pump station would be required to run continuously to keep pressures at suitable levels for all users. This situation would require nearly constant attention from the operators, while wasting most of the water pumped, as one or two hydrants would need to be opened to allow the pumps to operate safely. During low usage hours, it might be possible to use the Guard Hill tank to provide flow the south side of the break, but at lower pressures and available fire flows. As demands in the area rise, using this tank will become less and less feasible.

Also, with the single nature of the water transmission line in place, a line break in any of the branch lines could eliminate a large individual user very easily. For example breaks on:

1. Fairgrounds road past the tank would eliminate water service to Ferguson Enterprises and Interbake Foods;
2. Toray Drive would eliminate water service to Toray Plastics;
3. Dupont's driveway would eliminate water service to Dupont; and
4. Rockland Road would eliminate water service to Dominion Power.

Overall, a storage tank would allow a minimum of 12 hours of response time during a line break or other emergency scenario, but all these scenarios would require significant effort for staff to operate the disabled distribution system, and in cases of a break along the above identified branch lines, disruptions in service would occur regardless of the amount of storage installed.

5.5 ALTERNATIVE 4: ADDITIONAL STORAGE WITH NETWORK DISTRIBUTION

This alternative uses the same ground storage tank and pump station layout and location options as Alternative 3 but also includes installing waterlines designed to allow looping in those portions of the Corridor where it is most feasible. The advantages to bolstering the Corridor's waterline network is that it would allow line breaks that occur within the networked area to be isolated without changing the nature of how the Fairgrounds Road tank and Guard Hill pump station operate and without disrupting service to the majority of users. Figure 5.3 shows the proposed waterline sections as well as two options for locating the ground storage tank for this alternative. The two storage tank locations will be discussed further in Section 6.

This alternative would include a ground storage tank, pump station, and approximately 8,740 feet of new 12-inch waterline. The proposed waterline network would be created by connecting into the existing system as follows:

1. Section 1 – 1,830 LF of new 12-inch waterline that connects the end of the 12-inch water line along Kelley Drive to the existing water line along the Corridor at the intersection of Cabin Court.
2. Section 2 – 4,600 LF of new 12-inch line that connects into the line along Rockland Road and runs parallel to the existing line that runs from Cabin Court to just south of Toray Drive
3. Section 3 – 2,310 LF of new 12-inch line that connects the end of the 16-inch line along Baugh Drive to the 12-inch waterline parallel to Toray Drive

By installing the above described waterlines, the Town would be nearly immune to single waterline breaks that occur anywhere north of the Redi-Mix driveway/Cabin Court road near the Dominion Power site. This upgrade to the water distribution system would not only reduce water system vulnerability, but it would increase fire flow delivery at most locations in the Corridor.

The Corridor would only be vulnerable to a single line break in that portion of the distribution system south of Cabin Court road, a 15,000-foot section of line that includes sections under I-64 and the two forks of the Shenandoah River. This section would be much more costly to parallel with a new line, reducing the cost/benefit ratio. However, if a line break occurred in this section, the same protocol would be required as explained above: the Guard Hill pump station would likely run continuously to provide adequate pressure and flow to the users between the pump station and the break. A hydrant or two would remain open to ensure the Guard Hill pump would not overheat. The Fairgrounds Road/Proposed tanks would supply users north of the break.

This alternative's cost estimate uses the same assumptions for the 1 million gallon glass-fused-to-steel ground storage tank and pump station as the cost estimate in Table 5.3 in Section 5.4. Table 5.5 below provides a preliminary cost analysis for a ground storage tank, associated pump station, and additional waterline.

V:\Projects\ANY\K4\31532\Data\GIS\PIPER Figures\Figure 5.3 - Alternative 4 - Storage Tank and Network Improvements.mxd

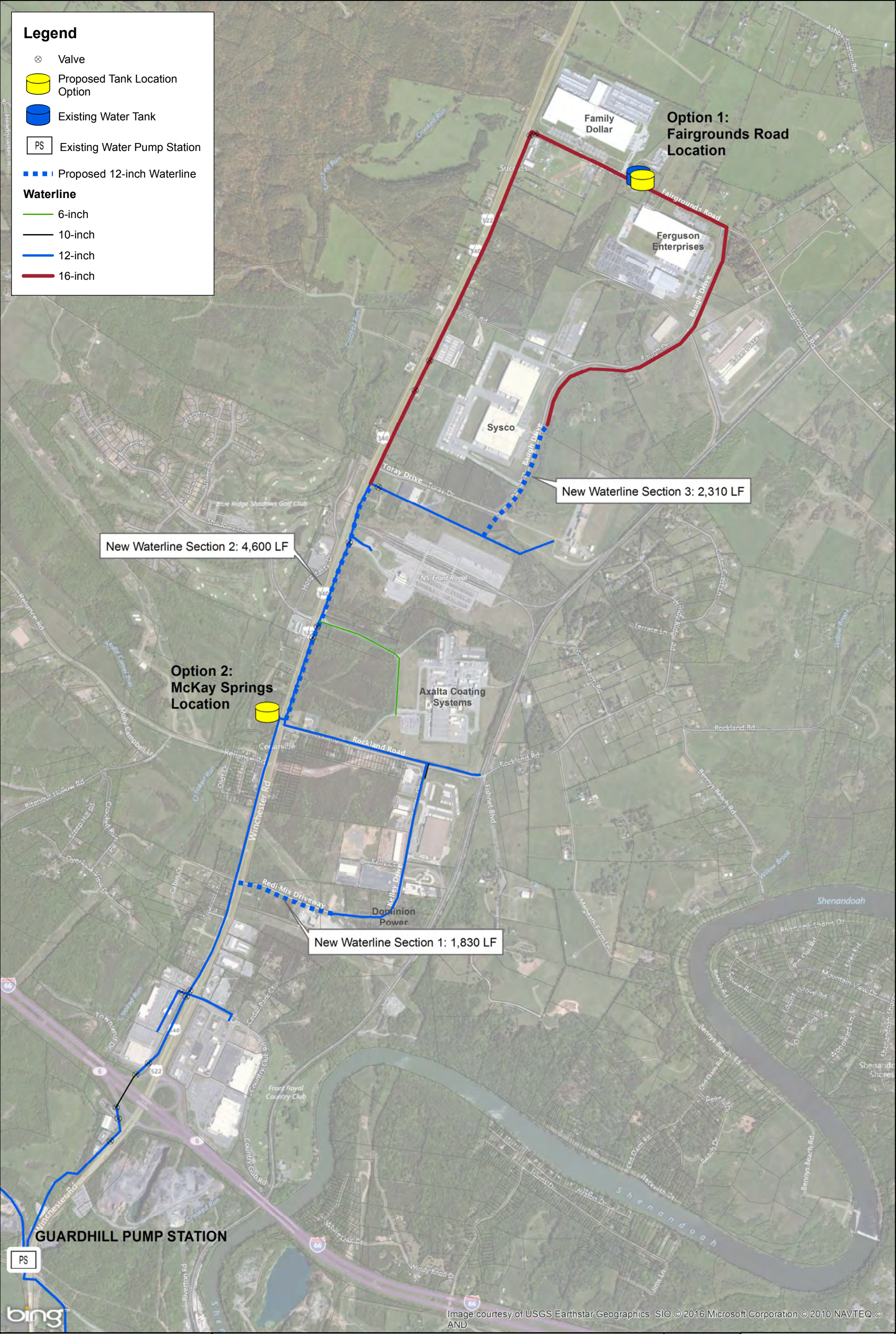


Table 5.6 – Alternative 4: Ground Storage Tank and Waterline Preliminary Cost Estimate

Item	Quantity	Unit	Unit Cost	Total Cost
1 MG Glass-Fused-To-Steel Ground Storage Tank	1	EA	\$587,000	\$587,000
Piping, Valves, and Accessories	1	LS	\$130,000	\$130,000
Pump Station	1	LS	\$710,000	\$710,000
Electrical and Instrumentation	1	LS	\$50,000	\$50,000
Waterline Section 1				
12-in Ductile Iron Pipe	1,830	LF	\$88	\$161,040
Gate Valve	4	EA	\$8,600	\$34,400
1-in Air Release Valve	1	EA	\$4,000	\$4,000
Route 522 Road Crossing (Jack and Bore)	165	LF	\$600	\$99,000
Waterline Section 2				
12-in Ductile Iron Pipe	4,600	LF	\$88	\$404,800
Gate Valve	7	EA	\$8,600	\$60,200
1-in Air Release Valve	1	EA	\$4,000	\$4,000
Waterline Section 3				
12-in Ductile Iron Pipe	2,310	LF	\$88	\$203,280
Gate Valve	5	EA	\$8,600	\$43,000
1-in Air Release Valve	1	EA	\$4,000	\$4,000
Pavement Restoration	500	SY	\$50	\$25,000
Construction Subtotal				\$2,519,800
Mobilization	3%	% of Sub	\$75,600	\$75,600
Contractor Overhead and Profit	12%	% of Sub	\$302,400	\$302,400
Construction Cost				\$2,897,800
Easement Acquisition	1	LS	\$40,000	\$40,000
Geotechnical and Survey	1	LS	\$35,000	\$35,000
Contingency	10%	% of Const	\$291,800	\$289,800
Legal, Engineering and Permitting	15%	% of Const	\$525,300	\$434,700
Resident Project Representation	1,000	Hours	\$80	\$80,000
Total Capital Cost				\$3,777,300

The waterline in Alternative 4 adds approximately \$1.5 million to the total project cost of Alternative 3, but this option reduces the length of single waterline serving the Corridor by over 60%, while still providing 1 million gallons of storage volume. This project can be accomplished for roughly the same cost as 1 million gallons of elevated storage tank alone.

5.6 SUMMARY OF ALTERNATIVES AND RECOMMENDATION

Alternative 1 - There are many advantages to Alternative 1-Parallel Waterline, including complete waterline redundancy, greater fire flows throughout the Corridor and increased Guard Hill pump station capacity. Almost all of the drawbacks are related to the construction of the line, the most notable being the two major river crossings. In the end, the parallel waterline option provides the most value for the Corridor.

Alternative 2 – Route 55 Pressure Zone Connection (Loop Connection) was previously evaluated by other consultants. This alternative was estimated to cost twice as much as the other alternatives, and provides no significant advantages beyond complete waterline redundancy. Based upon this, Alternative 2 is was eliminated from consideration.

Alternative 3- Additional Water Storage is the least expensive option and can be constructed for less than \$3 million; however, large water users in the Corridor would still be vulnerable to service disruptions in the event of a waterline break, even with full storage tanks.

Alternative 4 - Additional Water Storage with Network Improvements uses a combination of both waterline and tank storage to both reduce the likelihood that a single line break will take a significant portion of the Corridor out of service while also providing additional storage. In the event of a line break, Alternative 4 with the 1 million gallon storage tank along with the existing 1 million gallon Fairgrounds Road Tank can still only serve the Corridor for a short period of time. In addition, a new pump station will be required to utilize the new 1 million gallons of water.

CHA recommends that the Town choose Alternative 1 which includes the construction of a parallel waterline from the Town system to the Corridor. In addition, the 3 looping sections of waterline in the Industrial / Commercial area will increase redundancy as well. This alternative provides the most reliability to the Corridor at a cost of \$5.47 million.

2



Town of Front Royal, Virginia Work Session Agenda Form

Date: September 5, 2017

Agenda Item: Vacation of Town Rights-of-Way at 1521 N. Royal Avenue – David Butler

Summary: Town Council held a public hearing on the vacation of right-of-way on August 28, 2017 in which four citizens spoke with 2 in opposition to the vacation. Council also amended the motion to include a requirement that Mr. Butler comply with his future intent of the property. Council has requested to return to a work session to fully discuss the amended motion and the opposition to the vacation.

Council Discussion: To discuss the amended motion and the issues with the opposition brought up during the public hearing on August 28, 2017 before the second reading.

Staff Evaluation: Staff will be available

Budget/Funding: N/A

Legal Evaluation: Town Attorney will be available

Staff Recommendations: Approval

Town Manager Recommendation: Approval

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)

APPLICATION FOR VACATION OF STREETS AND ALLEYS

(Please see the attached Procedures before submitting the Application)

NAME DAVID BUTLER

ADDRESS 224 POLK AVE PHONE (540) 671-0507

Reason for vacation request: The western 15' alley and 16th

STREET SECTIONS ARE ISLANDS SURROUNDED BY MY

PROPERTY. The 20' Southern ALLEY would be completion of ALLEY

Please specify the portion of the street or alley to be vacated * (1) 16th ST (UNIMPROVED) from BELMONT

WEST TO 15' wide ALLEY (UNIMPROVED) S 85° 04' 56" E 322.32'

(2) 15' wide ALLEY (UNIMPROVED) 338.26' between 20-3-66 Parcel 21 & Parcel 15 as well as
20-3-69 LOT 1, (3) 20' wide ALLEY & UTILEASMENT From BELMONT AVE west 150' (N 79° 23' 55" W)

List all names and addresses of adjacent property owners: _____

TM 20A3-6 Lot 4 Per D.B. 113/270

*This application must be accompanied by a copy of a plat showing the dedicated street/alley to be vacated.

I have read, understand and will comply with all the specified regulations set forth in Vacation of Streets and Alley Procedures.

Signed David E Butler

Date 11/18/16

Return to: Town Manager
P.O. Box 1560
Front Royal, Virginia 22630

pol #100.00 ck# 1302
11/18/16

David & Jean Butler
224 Polk Avenue
Front Royal, VA 22630
540-671-0507

November 11, 2016

Joseph Waltz
Interim Front Royal Town Manager
Town Hall
P.O. Box 1560
Front Royal, VA 22630

Dear Mr. Waltz:

This letter is a request for the vacation of three public right-of-ways in the Town of Front Royal along Belmont Avenue.

Introduction

My name is David E. Butler and along with my wife, Jean A. Butler, we will be purchasing the land along Belmont Avenue owned by the Laura Anne Denny Estate.

It is our request to have three right-of-ways' vacated by the Town to be used for future development. Here are the requested vacancies:

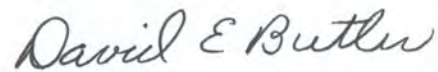
1. 16th Street unimproved extension along Belmont Avenue. The land is 60-foot wide x approx. 322-foot long. This right-of-way adjoins the Denny property on three sides and Belmont Avenue on one side.
2. Unimproved Alley – right-of-way measuring 15-foot wide x 303-foot long. This right-of-way runs across the middle of the Denny Property – north to south.
3. Alley – right-of-way measuring 20-foot wide by 150.75-foot long. This right-of-way is located on the left side of the property when viewing from Belmont Avenue. This right-of-way is adjacent to an improved lot currently owned by the estate of Ms. Bernice J. Bowden.

Our Intent

We will be purchasing the entire Laura Anne Denny Estate consisting of the Edge Hill Home (c-1880) and property along North Royal Avenue, as well as the back lot along Belmont Avenue. We will be renovating the entire home and grounds, preserving trees over 130 years old. To accomplish this work, we will sell five (5) quarter acre lots along Belmont Avenue. Each lot will measure 75-foot wide by 150-foot long. The homes planned for these lots will be in the range of \$200,000 - \$275,000 each.

We look forward working with you to make this request reality. We are truly excited to bring Edge Hill back to its former glory and have it remain a rich part of Front Royal's History.

Cordially,

A handwritten signature in cursive script that reads "David E Butler".

David E. Butler

DEB/jab
Attachments

SCALE 1" = 60'

VARIABLE WIDTH

1 STR. VINYL SIDING COTTAGE:

FR. SHED

66.71'	50.
--------	-----

50.00' 50.0

50.00'	50.00'
--------	--------

AV

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NO TITLE REPORT FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.
PROPERTY REF: D.B. 5/306, 123/444 AND 484/749.
SUBJECT PARCELS SITUATED OUTSIDE THE LIMITS OF THE F
PROPERTY SHOWN ON TAX MAP 20A3-3-66 PARCELS 15 1
TOTAL AREA = 4.9101 ACRES
SURVEY OF THE LAURA ANNE DENNY ESTATE
PER WF # 1600043
SHENANDOAH MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

NO TITLE REPORT FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.
PROPERTY REF: D.B. S/306, 123/444 AND 484/749.
SUBJECT PARCELS SITUATED OUTSIDE THE LIMITS OF THE F
PROPERTY SHOWN ON TAX MAP 20A3-3-66 PARCELS 15 T
TOTAL AREA = 4.9101 ACRES

NOTE: IMPROVEMENTS
APPEAR TO

EMENTS ON PARCEL 21 SERVED BY UNDERGROUND UTILITIES WHICH
FROM THE 20' WIDE EASEMENT HOWEVER EXACT LOCATION UNKNOWN.

COMMONWEALTH OF VIRGINIA

— X — DENOTES WOOD OR WIRE FENCE.
● DENOTES PIN SET.
○ DENOTES EXISTING PIN OR PIPE.

PREPARED BY:
BROGAN LAND SURVEYING, PLLC
P.O. BOX 1578
FRONT ROYAL, VA, 22630-0034
TEL. & FAX (540) 635-5657
OCTOBER 11, 2016

Copy

Town of Front Royal
Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 635-5497



Memo

To: Tina Presley
From: David Jenkins Interim Director of Energy Services. *DWJ*
Date: November 23, 2016
Re: 1521 North Royal Avenue

Staff has reviewed the request for the vacation of three public right-of-ways in the Town of Front Royal along Belmont Avenue. Staffs comments are as follows

1. 16th Street unimproved extension along Belmont Avenue.

- No conflict as purposed

2. Unimproved Alley

- Located on the southernmost end of the unimproved alley the Town has a underground transformer located in the unimproved alley as long as the 20 foot utility easement remains in place there will be no conflict

3. Alley

- The Town has a utility pole and underground primary located in the alley as long as the 20 foot utility easement remains in place there will be no conflict

Thank you

If you have any questions please let me know



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
Memorandum

To: Joe Waltz, Interim Town Manager

From: Jeremy F. Camp, Planning & Zoning Director

Date: December 7, 2016

Re: Review Comments – David Butler Public ROW Vacation Request

Applicant: David Butler (224 Polk Avenue) (540-671-0507)

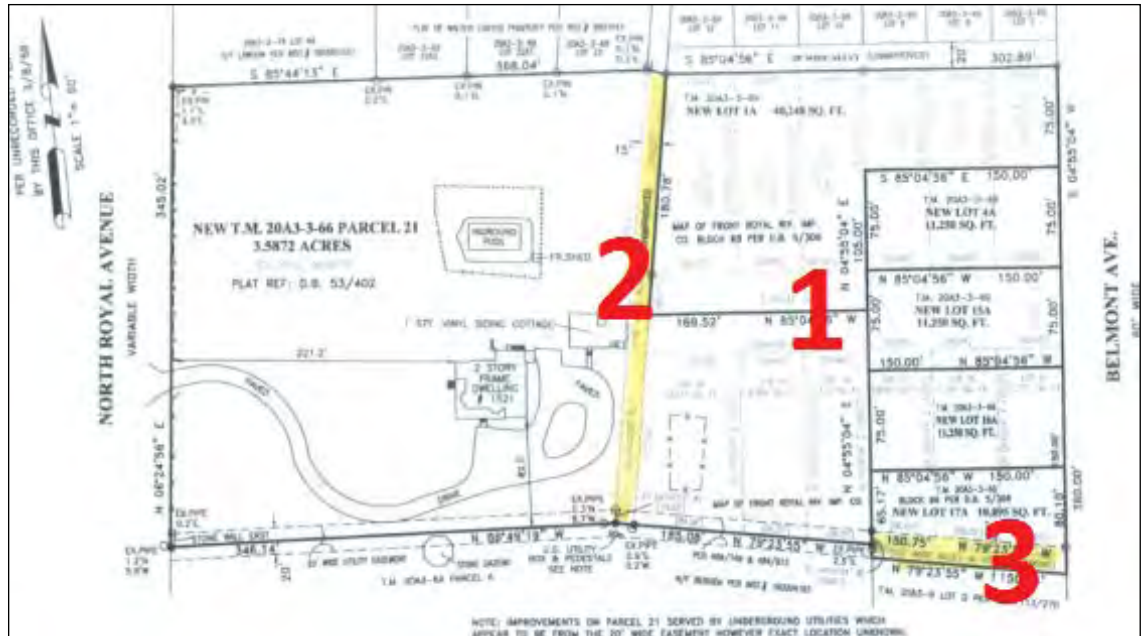
General Request: Vacation of two unimproved alleys and an unimproved street.

Location: The proposed vacated rights-of-way are located within TM# 20A3 366 15, consisting of 4.38 acres, addressed as 1521 N Royal Avenue, and zoned R-1 District. It is located immediately north of the historic home Killahevin.



Specific Requests:

- 1) Unimproved street – Previously platted public street that runs from Belmont Avenue, across from E 16th Street, to the 15' wide unimproved alley (#2 below).
- 2) Unimproved alley – 15' wide alley that divides the applicant's property extending from the unimproved alley to the north that connects with E 17th Street.
- 3) Unimproved alley – 20' wide alley and utility easement that extends from Belmont Avenue west 150' and to the right of 1430 Belmont Avenue.



Planning & Zoning Review Comments:

- This is not a subdivision application, but the applicant intends to submit a minor subdivision in the future. The alley vacation request would allow the re-subdivision of the property into 6 lots, one large parcel where the house is and 5 lots that would front Belmont Avenue.
- Vacation of the unimproved alley adjacent to 1430 Belmont Avenue (#3 above) appears to be proposed to allow sufficient width for an additional lot on Belmont Avenue. The Property is zoned R-1 which requires a minimum lot frontage of 75'.
- The eastern side of the tax map parcel is presently subdivided into 12 small lots. For this to be developed a new public street extension of E 16th Street would be necessary. The applicant's alternative subdivision would provide 5 lots along Belmont Avenue. In Staff's opinion, this lot layout is more consistent with the existing development pattern of the neighborhood and would also be more desirable because it would not create a new street for the Town to maintain.

- Vacation of the alley that is adjacent to 1430 Belmont Avenue appears to be the only alley that could have a direct impact on the adjacent properties. It should be verified that the existing driveway used by 1430 Belmont Avenue does not encroach within the alley.
 - The existing utility easement should be maintained if needed for public purposes.
 - The lots also need to be vacated with the right-of-ways. Otherwise, vacating the public right-of-way only would result in 10 nonconforming land-locked lots being created. This can be done by the applicant when they prepare the survey to vacate the rights-of-way. The applicant can the submit the minor subdivision plan to create the new lots that they intend to pursue.
 - No subdivision application request has been submitted, but Town Staff would note the following about such future submission:
 - o Tap fees would be required for development of each lot.
 - o Curb and gutter (existing) and sidewalks would be required along the lot fronts on Belmont Avenue at the time of development.
 - o All future subdivision or land development requests that may be submitted in the future are required to comply with the submission and detail requirements of Chapter 148.
 - Below is a list of adjoining properties that should be notified. A mailing list of the mailing addresses for the property owners, as based on the Warren County real estate records, is listed on the following page. A detailed aerial map is also included as an attachment.
- a) 9 E 17th Street
 - b) 13 E 17th Street
 - c) 17 E 17th Street
 - d) 21 E 17th Street
 - e) 35 E 17th Street
 - f) 1603 Belmont Avenue.
 - g) 1601 Belmont Avenue.
 - h) 1503 Belmont Avenue.
 - i) 1509 Belmont Avenue.
 - j) 1430 Belmont Avenue.
 - k) 1401 N Royal Avenue.
 - l) 1521 N Royal Avenue (subject property).

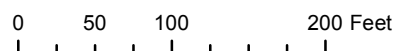
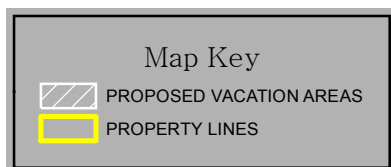




DECEMBER 2016



D.G.Merchant, Cartographer



AERIAL MAP

PROPOSED VACATION OF CERTAIN ALLEYS AND STREET

BLOCKS 66 & 69
FRONT ROYAL - RIVERTON
IMPROVEMENT CO.

TOWN OF FRONT ROYAL, VIRGINIA

DES

Tina Presley

From: Karen Williams
Sent: Wednesday, December 07, 2016 3:21 PM
To: Tina Presley; Joe Waltz
Cc: Jimmy Hannigan
Subject: FW: vacation of alleys
Attachments: Butler.pdf; ATT00001.htm

DES sees no issues with the vacating of alleys.
There are no water/sewer and streets issues.
If you need anything else, please let me know.
Thanks

Karen Williams

Senior Administrative Assistant
Town of Front Royal
Department of Environmental Services
PO Box 1560
800 Crosby Rd-Extended
Front Royal, VA 22630

>

> 540-635-7819(P)
> 540-635-8973(F)
> [Kwilliams@frontroyalva.com](mailto:kwilliams@frontroyalva.com)
> www.frontroyalva.com

From: Jimmy Hannigan
Sent: Thursday, December 1, 2016 3:11 PM
To: Tony Rogers <trogers@frontroyalva.com>; Terry Lewis <tlewis@frontroyalva.com>; Karen Williams <kwilliams@frontroyalva.com>; Robbie Boyer <rboyer@frontroyalva.com>
Subject: Fwd: vacation of alleys

Thank you
'Jimmy

Begin forwarded message:

From: "Tina Presley" <tpresley@frontroyalva.com>
To: "Jeremy Camp" <jcamp@frontroyalva.com>, "Jimmy Hannigan" <jhannigan@frontroyalva.com>
Subject: vacation of alleys

Jeremy/Jimmy,

Could you send me your comments and recommendations regarding the attached alley vacation?

Thanks,

Borrower/Client	David Butler	File No.	552882
Property Address	16th St		
City	Front Royal	County	Warren
Lender	David Butler	State	VA
		Zip Code	22630

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Photograph Addendum	7.....
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Plat - Page 1	10.....
Plat - Page 2	11.....



LAND APPRAISAL REPORT

File No. 552882

IDENTIFICATION

Borrower David Butler

Census Tract 0205.00 Map Reference 20A3-3-66 & 69

Property Address 16th St

City Front Royal County Warren State VA Zip Code 22630

Legal Description Unimproved portion of 16th St, 20 foot wide alley and utility easement & variable width alley

Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes \$ Unknown (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A

Lender/Client David Butler Address None

Occupant N/A Appraiser Ian Wahl Instructions to Appraiser Per clients request to appraise land at market value.

NEIGHBORHOOD

Location

Built Up

Growth Rate

Property Values

Demand/Supply

Marketing Time

Present Land Use

Change in Present Land Use

Predominant Occupancy

Single Family Price Range

Single Family Age

☐ Urban

☐ Over 75%

☐ Rapid

☐ Increasing

☐ Shortage

☐ Under 3 Mos.

☐ 65% 1 Family

☐ Not Likely

☒ Owner

\$ 50,000

New yrs. to

☒ Suburban

☒ 25% to 75%

☒ Steady

☒ Stable

☒ In Balance

☒ 4-6 Mos.

☐ 5% 2-4 Family

☐ Likely (*)

☐ Tenant

to \$ 750,000

225 yrs.

☐ Rural

☐ Under 25%

☐ Slow

☐ Declining

☐ Oversupply

☐ Over 6 Mos.

☐ 2% Condo

☐ Taking Place (*)

5 % Vacant

Predominant Value \$ 175,000

35 yrs.

☐ % Industrial

☐ % Vacant

☐ %

Good

Avg.

Fair

Poor

Employment Stability

Convenience to Employment

Convenience to Shopping

Convenience to Schools

Adequacy of Public Transportation

Recreational Facilities

Adequacy of Utilities

Property Compatibility

Protection from Detrimental Conditions

Police and Fire Protection

General Appearance of Properties

Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise):

Subject lot is located inside of town limits and does have access to public utilities (water, sewer & trash pick up). Subject lot is partially wooded that is level in topography.

SITE

Dimensions See attached plat = 27,271 Sq. Ft. or Acres ☐ Corner Lot

Zoning classification R Present Improvements ☒ do ☐ do not conform to zoning regulations

Highest and best use ☒ Present use ☐ Other (specify) _____

Elec.

Gas

Water

San. Sewer

☐ Public

☐ None

☐ None

☐ None

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface Asphalt

Maintenance ☒ Public ☐ Private

☐ Storm Sewer ☐ Curb/Gutter

☐ Sidewalk ☒ Street Lights

Topo Level

Size 27,271 sf

Shape Irregular

View Wooded & field

Drainage Appears adequate no laying water was observed

Is the property located in a HUD identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions):

Plat attached shows only one easement for a utility easement on parcel known as 20' wide alley & Utility easement A = 3,015 sf. Portion 20' wide alley & Utility easement and Variable Width Alley A =5,085 sf. do not meet zoning requirements to be a building lot.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>16th St</u> <u>Front Royal</u>	<u>Virginia Ave</u> <u>Front Royal, VA 22630</u>	<u>Jefferson Ave</u> <u>Front Royal, VA 22630</u>	<u>Kesler Rd</u> <u>Front Royal, Va 22630</u>
Proximity to Subject		<u>0.42 miles SW</u>	<u>0.79 miles W</u>	<u>1.00 miles NW</u>
Sales Price	\$ <u>N/A</u>	\$ <u>40,000</u>	\$ <u>30,000</u>	\$ <u>25,000</u>
Price List	\$	\$ <u>40,000</u>	\$ <u>40,000</u>	\$ <u>35,000</u>
Data Source	<u>Inspection, Tax record</u>	<u>Inspection, Tax record</u>	<u>Inspection, Tax record</u>	<u>Inspection, Tax record</u>
Date of Sale and Time Adjustment	<u>DESCRIPTION</u> <u>N/A</u>	<u>DESCRIPTION</u> <u>11/13/2015</u>	<u>DESCRIPTION</u> <u>09.27/2016</u>	<u>DESCRIPTION</u> <u>10/03/2016</u>
Location	<u>Suburban</u>	<u>Suburban</u>	<u>Suburban</u>	<u>Suburban</u>
Site/View	<u>27,271 sf</u>	<u>11,326 sf</u> +8,000	<u>7,492 sf</u> +10,000	<u>29,281 sf</u>
Structure's	<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>
Water &/or Sewer	<u>Access to Public</u>	<u>Access to Public</u>	<u>Access to Public</u>	<u>Access to Public</u>
Off site improvements	<u>None</u>	<u>Curb & Gutter</u>	<u>Curb & Gutter</u>	<u>Curb & Gutter</u>
Sales or Financing Concessions	<u>N/A</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Net Adj. (Total)		☒ + ☐ - \$ <u>8,000</u>	☒ + ☐ - \$ <u>10,000</u>	☐ + ☐ - \$
Indicated Value of Subject		\$ <u>48,000</u>	\$ <u>40,000</u>	\$ <u>25,000</u>

Comments on Market Data: Appraiser has searched the entire county of Warren for similar land sales. Search parameters are subjects neighborhood searching back 12 months from effective date for lots .01 acres - .80 acres in size.

Comments and Conditions of Appraisal: See attached addenda.

Final Reconciliation: Appraiser has placed value at comp #2 due to it being the most similar sale with topography, function, features and recent sale.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 06/07/2017 to be \$ 40,000

Ian Wahl

Appraiser(s)

☐ Did ☐ Did Not Physically Inspect Property

Review Appraiser (if applicable)

[Y2K]

Supplemental Addendum

File No. 552882

Borrower/Client	David Butler				
Property Address	16th St				
City	Front Royal	County	Warren	State	VA Zip Code 22630
Lender	David Butler				

• Land : Conditions of Appraisal

Land is appraised as vacant and available for its highest and best use . Appraiser per clients request has added parcels known as 16th st. A = 19,171 sf. parcel Variable Width Alley A =5,085 sf. & parcel 20' wide alley & Utility easement A = 3,015 sf.

Per market research for land in subjects market area , parcel known as Variable Width Alley A =5,085 sf. & parcel known as 20' Wide Alley & Utility easement A = 3,015 sf. only has value if sold as a whole with parcel known as 16th st. A = 19,171 sf. 2 parcels listed above have no value to current market due to size and easement and would not be of any value to anyone unless in increasing parcel size or moving a current boundary. Both parcels are land locked and can not be built on due to size and zoning. Both parcels have no current value outside of the taxes that they would bring due to easement and size.

No sales over the past 10 years were found with parcels selling in a open market with similar square feet and use. Sales of parcels/lots that are not buildable with in town limits are private and no data was found. No similar sales can be found in MLS, MRIS or Matrix systems. In order for a parcel / lot to be given market value appraiser has to find similar sales in an open and competitive market .

Due to info above all parcels are valued as one. All parcels are contiguous to parcels 20A3-3-66 and 20A3-3-69 & final value given in report is for all 3 parcels. Parcel known as Variable Width Alley A =5,085 sf. & parcel 20' wide alley & Utility easement A = 3,015 sf. are only of any value to increase size of an existing lot or boundary adjustment

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- 9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
- 10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 16th St, Front Royal, VA 22630

APPRAISER:

Signature: Ian Wahl
Name: Ian Wahl
Title: _____
State Certification #: _____
or State License #: 4001 012447
State: VA Expiration Date of Certification or License: 12/31/2017
Date Signed: 06/10/2017

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
Name: _____
Title: _____
State Certification #: _____
or State License #: _____
State: _____ Expiration Date of Certification or License: _____
Date Signed: _____
☐ Did ☐ Did Not Inspect Property

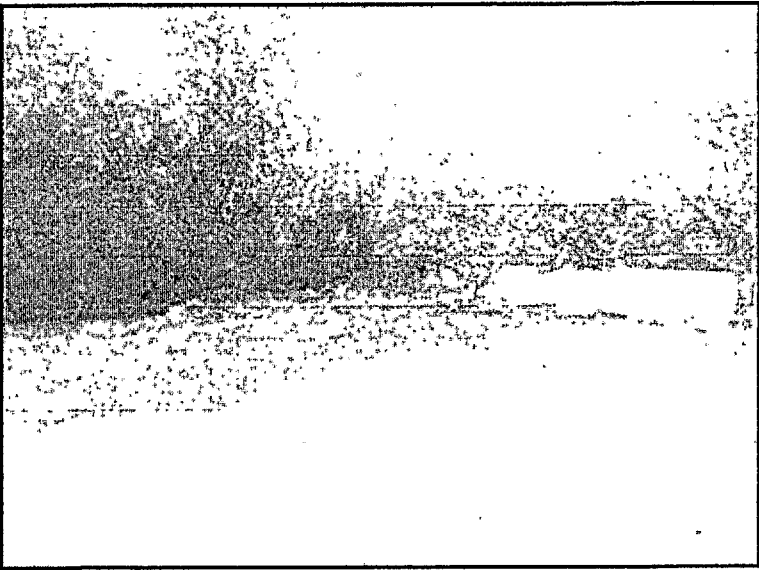
Subject Photo Page

Borrower/Client	David Butler				
Property Address	16th St				
City	Front Royal	County	Warren	State	VA Zip Code 22630
Lender	David Butler				

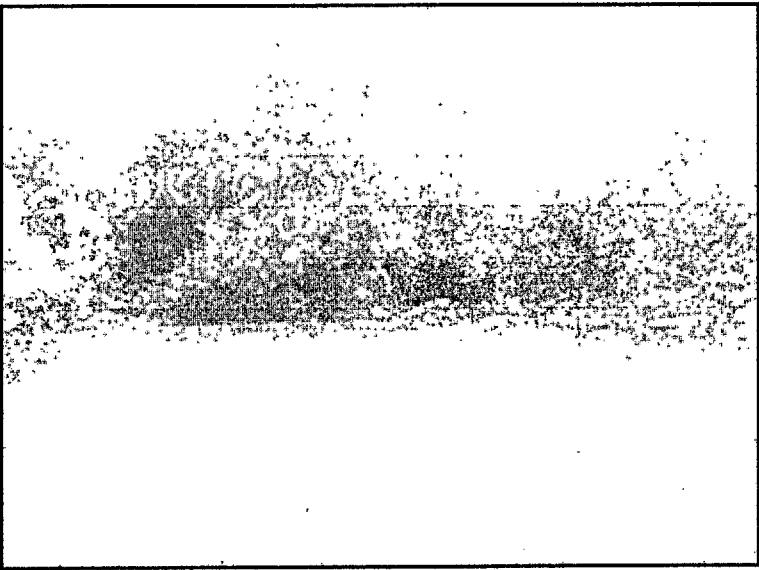


Subject Front

16th St
Sales Price N/A
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Suburban
View
Site
Quality
Age



Subject View #2



Subject View #3

Photograph Addendum

Borrower/Client	David Butler				
Property Address	16th St				
City	Front Royal	County	Warren	State	VA Zip Code 22630
Lender	David Butler				

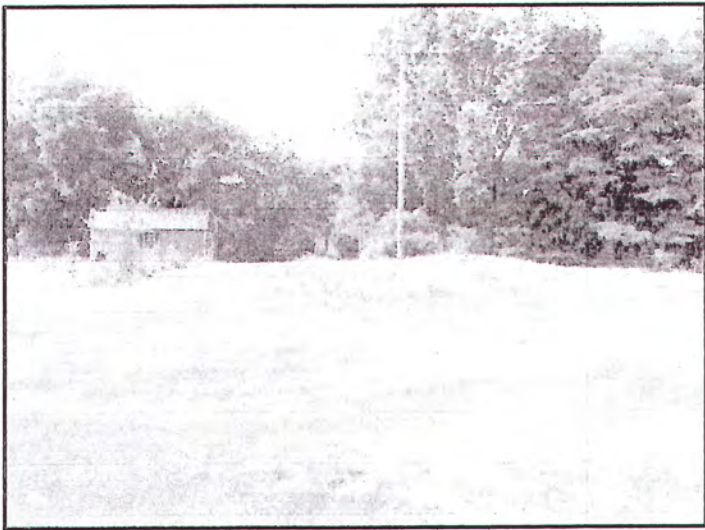


Variable Width Alley View #1

A = 5,085 sf.



Variable Width Alley View #2



Variable Width Alley View #3

Photograph Addendum

Borrower/Client	David Butler				
Property Address	16th St				
City	Front Royal	County	Warren	State	VA Zip Code 22630
Lender	David Butler				



20 foot alley / Utility easement

A = 3,015 sf

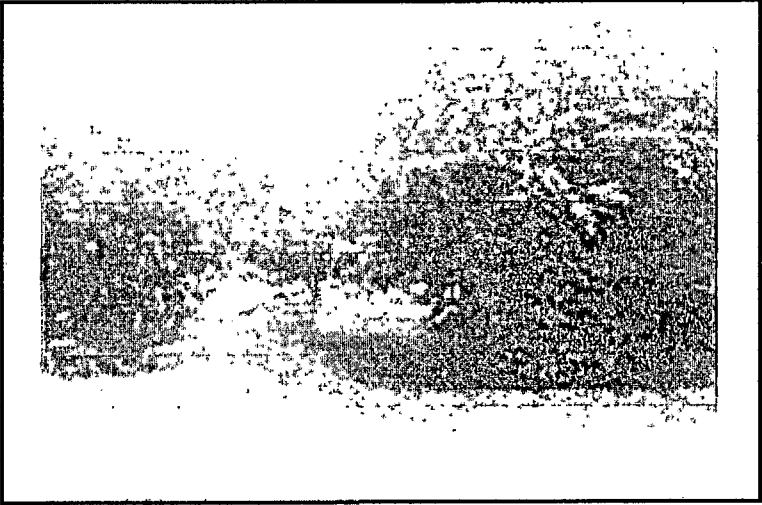
Comparable Photo Page

Borrower/Client	David Butler			
Property Address	16th St			
City	Front Royal	County	Warren	State VA Zip Code 22630
Lender	David Butler			



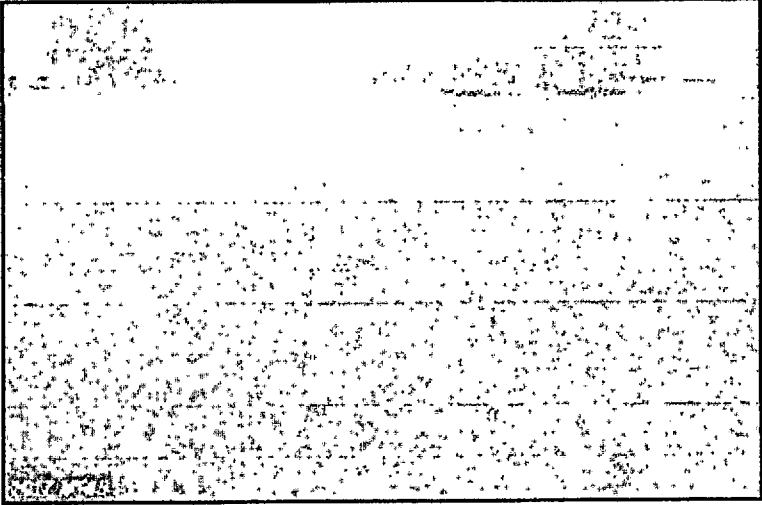
Comparable 1

Virginia Ave
Prox. to Subject 0.42 miles SW
Sales Price 40,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Suburban
View 11,326 sf
Site
Quality
Age



Comparable 2

Jefferson Ave
Prox. to Subject 0.79 miles W
Sales Price 30,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Suburban
View 7,492 sf
Site
Quality
Age

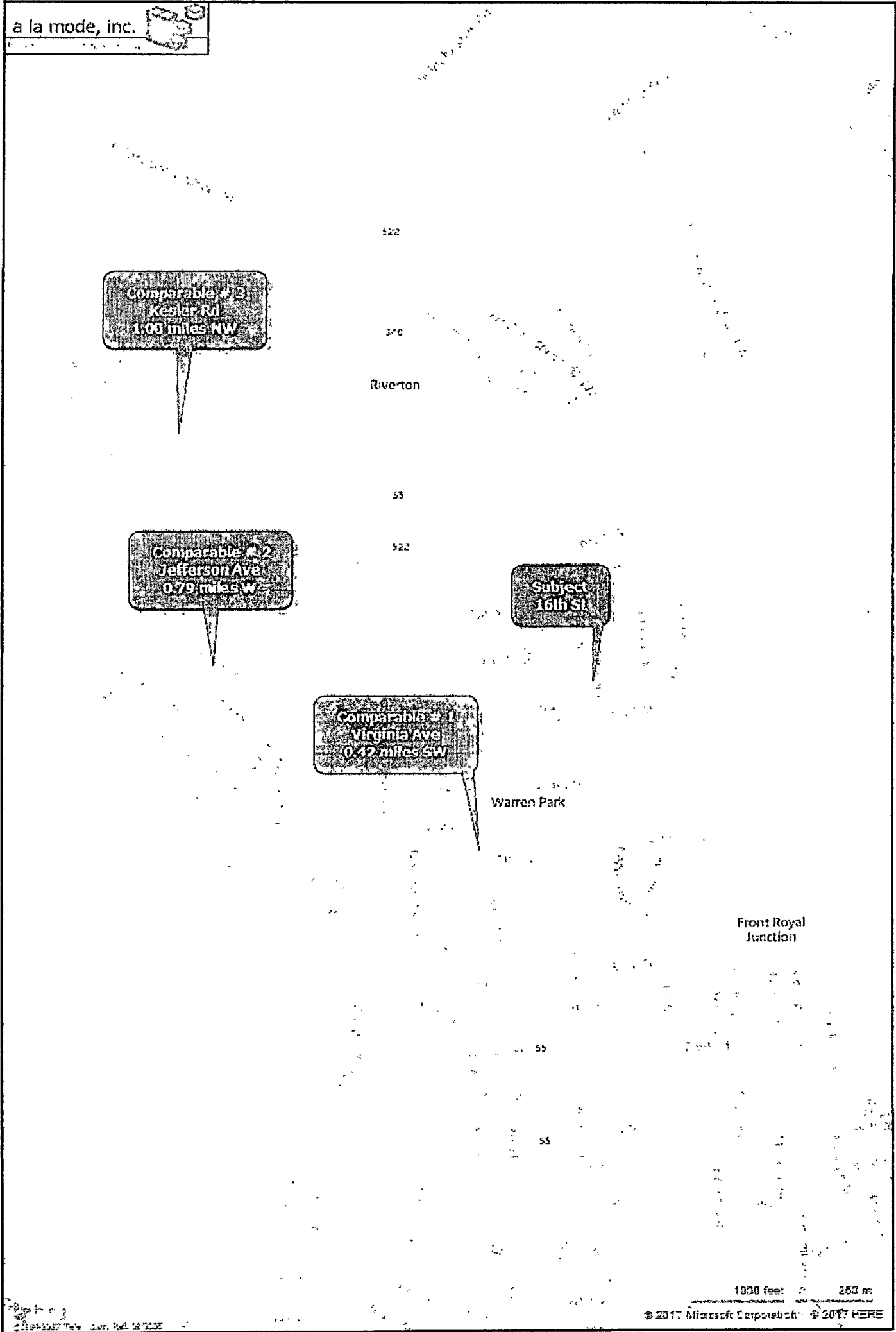


Comparable 3

Kesler Rd
Prox. to Subject 1.00 miles NW
Sales Price 25,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Suburban
View 29,281 sf
Site
Quality
Age

Location Map

Borrower/Client	David Butler				
Property Address	16th St				
City	Front Royal	County	Warren	State	VA Zip Code 22630
Lender	David Butler				



To: Front Royal Town Council
From: Viewing Committee
RE: Vacation of Three Right-of-Ways (portion of 16th St/Alleys) – David Butler
Date: January 20, 2017

The Town of Front Royal has received an "Application for Vacation of Streets and Alleys", dated November 18, 2016 from David Butler, 224 Polk Avenue, Front Royal, Virginia 22630, seeking the vacation of three right-of-ways. The right-of-ways include 1) a 60 foot wide x 322 foot long unimproved portion of E. 16th Street; 2) an unimproved 15 foot wide x 303 foot long alley and 3) a 20 foot wide x 150.75 foot long alley that in the area of Belmont Avenue, E. 16th Street and N. Royal Avenue.

There is currently no water or sewer infrastructure issues for any of the three right-of-way vacations.

Electric Issues

1st Vacation - There is no electric conflict with the unimproved portion of E. 16th Street

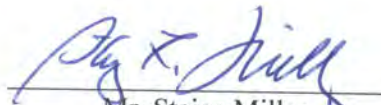
2nd Vacation - The Town has an underground transformer in the southernmost end of the unimproved alley and as long as the 20-foot utility easement stays in place there will be no conflict

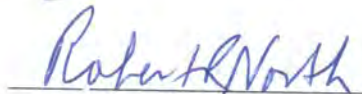
3rd Vacation - There is one issue with the proposed vacation. A memo from the Director of Energy Services dated November 23, 2016 indicates that there is a utility pole and underground primary located in the existing utility easement, south corner, and as long as the utility easement is in place there will be no conflict. We are uncertain about the underground service provided from the existing utility pole. The pole is located outside the proposed vacation (utility easement), but within the Town's Belmont Avenue right-of-way.

No adjacent property owners have objected to the vacation.

Otherwise, we recommend that all three requests of the applicant be approved.


Mr. Ronald W. Crawford


Mr. Staige Miller


Mr. Robert R. North

**AN ORDINANCE TO CONDITIONALLY VACATE A PORTION OF THE
TOWN OF FRONT ROYAL’S RIGHT-OF-WAY FOR A PORTION OF 16TH
STREET AND PORTIONS OF CERTAIN ALLEYS IN THE TOWN OF
FRONT ROYAL, VIRGINIA.**

WHEREAS, the Town Council of the Town of Front Royal, Virginia, has received a request from David Butler and Jean Butler, who resides at 224 Polk Avenue in said Town, to conditionally vacate a portion of the Town’s unimproved Street and certain alleys located at 1521 North Royal Avenue in said Town, more particularly described as:

- (1) An unimproved portion of 16th Street extension along Belmont Avenue, approximately 322 feet long by 60 feet wide;
- (2) An unimproved ally and right of way, running across the middle of the Estate of the Laura A. Denny (Denny) property (North to South), located adjacent to, near, and to the east of North Royal Avenue;
- (3) An unimproved alley and right of way, approximately 150 feet long by 20 feet wide, located on the left (West) side of the said Denny property when viewed from Belmont Avenue (all of which together being, the “Property”);

And to convey the Property to them, the said David Butler and Jean Butler; and,

WHEREAS, the said Town Council and its Staff have investigated said requests and have found that the portion of Street and alley rights-of-way requested for vacation and conveyance, being the Property, are not used by the Town or its citizens for public rights-of-way, except for certain public Town utility easements, which said public Town utility easements of not less than fifteen feet (15’) from the centerline of the utility lines shall be retained in perpetuity by the Town of Front Royal, its successors and assigns for all purposes for which public utility easements are normally and usually retained by public utilities for its use, maintenance, repair, improvement, ingress, and egress; and

WHEREAS, pursuant to the Town's Ordinance and standard procedures for said requests, and as required by Sections 15.2-2006, *et seq.*, and 15.2-2100, *et seq.*, of the Code of Virginia, 1950, a required \$100.00 application fee has been collected and paid into the Town's General Fund; letters of this proposed vacation have heretofore been sent to property owners who are effected by the proposed vacation and conveyance; the Town Manager and the aforesaid applicants have reached a tentative price for the land to be conveyed based on a fair market appraisal; and the Town has appointed a Viewer's Committee who have personally reviewed the area to be vacated and conveyed and who have filed a written Report with the Town recommending the vacation and conveyance; and, after conducting a duly advertised Public Hearing on the said vacation and conveyance; and Town Council now finds it appropriate and in the best interests of the Town to conditionally adopt this Ordinance and to hereby conditionally vacate and convey the Property to the said David Butler and Jean Butler upon the terms and conditions hereinafter specified.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia, that the following portions of the Town's unimproved Streets and certain alleys located at 1521 North Royal Avenue in said Town, more particularly described as:

- (1) An unimproved portion of 16th Street extension along Belmont Avenue, approximately 322 feet long by 60 feet wide;
- (2) An unimproved ally and right of way, running across the middle of the Estate of the Laura A. Denny (Denny) property (North to South), located adjacent to, near, and to the east of North Royal Avenue;
- (3) An unimproved alley and right of way, approximately 150 feet long by 20 feet wide, located on the left (West) side of the said Denny property when viewed from Belmont Avenue (all of which together being, the "Property"):

Are hereby conditionally vacated, on conditions and terms hereinafter described, and when said terms and conditions are satisfied, said Property will be unconditionally conveyed to the said David Butler and Jean Butler; subject to the said utility easements aforesaid, and,

AND BE IT, FURTHER, ORDAINED AND ENACTED that this vacation is conditioned upon the said David Butler and Jean Butler obtaining a plat and survey of the Property showing the location of the Town's utility easements, said plat and survey to be prepared by a licensed Virginia Land Surveyor, said survey to be obtained at the expense of the property owners, and the recordation thereof at the expense of the property owners to be filed in the land records of the Circuit Court of Warren County, Virginia; and the Town Manager and Town Surveyor shall, if appropriate, sign and thereby approve the aforesaid Plat of Survey, and that the Town Attorney shall forthwith prepare a good and sufficient Special Warranty Deed for the Property, with appropriate reservations of utility easements on behalf of the Town, to be signed on behalf of the Town Council by the Mayor, with the Town's Official Seal to be thereunto affixed and attested to by the Clerk of Town Council, and with a copy of the said approved Plat of Survey to be a part thereof, as well as an attested copy of this Ordinance, and that the said Town Attorney shall further, upon receipt of payment in the amount of Twenty Thousand Dollars (\$20,000.00), plus the costs to advertise the Public Hearing, deliver the deed for the Property;

AND BE IT, FURTHER, ORDAINED AND ENACTED that, if the aforesaid plat and survey and said sums are not delivered to the Town Attorney

within one (1) year from the date of the adoption of this Ordinance by the said David Butler and Jean Butler, he shall report same to this Council, and this Ordinance shall be void.

Upon payment of said sum and recordation of said deed and plat and this Conditional Ordinance, the conditions to this Ordinance shall expire, and this Ordinance and conveyance shall thereupon become Unconditional.

This ordinance shall be effective upon passage.

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2017, upon the following recorded vote:

APPROVED:

Hollis L. Tharpe, Mayor

Attest:

Jennifer E. Berry, CMC, Clerk of Council

Town Council Members:

John P. Connolly	_____	Bébhinn C. Egger	_____
Jacob Meza	_____	William A. Sealock	_____
Eugene R. Tewalt	_____	Christopher Morrison	_____

A public hearing on the above was held on _____, 2017, having been advertised in the Northern Virginia Daily on _____ and _____, 2017. The Ordinance was enacted at the regular meeting of the Town Council held _____, 2017.

Approved as to form:

Douglas W. Napier,
Town Attorney

Date

VACATION OF STREETS/ALLEYS

1. Vacation of Town streets and alleys shall be considered upon the written application of any person, or upon the motion of the Town Council.
2. All applications from private individuals shall be made to the Town Manager, shall be accompanied by a current plat of the street or alley (with a metes and bounds description) proposed for vacation. Applications shall also be accompanied by an administrative fee in the amount of one hundred dollars (\$100.00).
3. Upon receipt of the written request, the Clerk of Council shall notify the adjoining property owners of the request, allowing them thirty (30) days to submit, in writing, any comments/concerns they may have. This opportunity to submit comments/concerns shall be for the purpose of consideration of what inconveniences may occur by the Viewing Committee only. It shall be understood that application to vacate a street/alley is on a first come, first serve basis; and, that this comment period is not meant to allow the adjoining property owners to pre-empt the applicant.
4. Following this comment period, the Town Manager shall employ not less than three (3) nor more than five (5) viewers to examine the street or alley, and then to informally report what inconveniences shall result from the vacation and whether in their opinion the vacation should be approved. The Viewers shall be paid fifty dollars (\$50.00), with the applicant to reimburse the Town for this cost.
5. Upon receipt of the informal Viewers Committee report, the Town Manager shall contact the applicant to determine whether he/she wishes to continue the vacation process. If the applicant responds to the Town Manager's inquiry in the negative, the process shall be closed and the applicant shall be sent a bill for the costs incurred by the Town to date. If the applicant responds in the affirmative, the Town Manager shall engage the services of a real estate appraiser, certified to handle such appraisals (i.e. commercial appraiser in the case of commercial property), to guide the parties' understanding of the property's fair market value. The selection of the appraiser shall be at the sole discretion of the Town Manager. The Town Manager and the applicant shall meet with the appraiser prior to the commencement of the appraisal to outline the intended use of the property to be vacated. Any special instructions shall be given to the appraiser at that time. The applicant shall be required to reimburse the Town for the costs of the appraisal service. Upon the completion of the appraisal, both parties will be provided a copy of the appraisal report.
6. As a condition of the vacation, the Council may require that its streets, alleys, and/or other public rights-of-way be purchased at the property's fair market price or its contributory value to the abutting property, whichever is greater, or the

amount agreed to by the parties. The applicant shall make a formal offer to the Town Manager for purchase of street, alley or public right-of-way. The Town Manager shall, if appropriate, negotiate on behalf of Town Council in an attempt to arrive at a mutually agreeable purchase price.

7. Following submission of the applicant's final offer, the Town Manager shall reconvene the Viewing Committee to review the appraisal and any conditions that may have been negotiated between the Town Manager and the applicant. The Viewing Committee shall then formally report, in writing, what inconveniences will result from the vacation and whether in their opinion the vacation should be approved.
8. Following receipt of the Viewers Report, the Clerk of Council shall advertise a notice of public hearing (including date, time and place of the hearing) for the proposed vacation, said notice to be published at least twice in a newspaper having general circulation in the Town, with at least six days lapsing between the first and second publication. The applicant shall reimburse the Town for the costs of the advertisement.
9. At the same time as the initiation of the advertisement, the Clerk of Council shall notify the adjoining property owner(s), by certified mail, of the public hearing date, time and place, with the Town being reimbursed for said costs by the applicant.
10. During the public hearing, the Town Council shall hear the public's views, consider the Viewer's Report, review any recommendation of the Town Manager and vote on the proposed vacation. When the applicant requests the vacation to accommodate the expansion or development of an existing or proposed business, the Council may condition the vacation upon the commencement of the expansion or development within a specified period of time. If the applicant fails to commence the expansion or development within the specified time, at the option of the Council, the vacation may be voided. No such vacation shall be concluded until the agreed purchase price has been paid.
11. Any appeal of the Council's action with regard to the vacation request shall be filed within sixty (60) days of said action with the Warren County Circuit Court.

(Council approval – June 12, 2000)

3



Town of Front Royal, Virginia
Work Session Agenda Form

Date: September 5, 2017

Agenda Item: COUNCIL CONSIDERATION/APPROVAL/DISAPPROVAL: Adoption of
Llewellyn, LLC Conservation Easement

Summary: Llewellyn, LLC has submitted a request for the Town to accept a conservation easement of approximately 40 acres (the Property) situated on U.S. Route 340 and along the South Fork of the Shenandoah River. The purpose of the conservation easement is to retain open-space and natural resource values of the Property. The easement would substantially limit future development and subdivision of the Property.

The Virginia Open-Space Land Act, §§ 10.1-1700 — 10.1-1705, specifically, Va. Code § 10.1-1700, states: *"Open-space easement" means a nonpossessory interest of a public body in real property, whether easement appurtenant or in gross, acquired through gift, purchase, devise, or bequest imposing limitations or affirmative obligations, the purposes of which include retaining or protecting natural or open-space values of real property, assuring its availability for agricultural, forestal, recreational, or open-space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural or archaeological aspects of real property*", which may be granted to a public body. *"Public body" means any state agency having authority to acquire land for a public use, or any county or municipality, any park authority, any public recreational facilities authority, any soil and water conservation district, any community development authority formed pursuant to Article 6 (§ [15.2-5152](#) et seq.) of Chapter 51 of Title 15.2, or the Virginia Recreational Facilities Authority."*

Pursuant to the Open-Space Land Act, the Town must acknowledge that the conservation easement conforms to the Town's Comprehensive Plan for the owner, Llewellyn, LLC, to receive tax credits. The propose conservation easement is located within an area that is designated in the Comprehensive Plan for future conservation use.

Enclosed is a draft Deed of Gift of Easement submitted by Llewellyn, LLC. A survey and aerial map of the Property is also included.

Council Discussion: Town Council will want to consider whether it wishes to implement the Town's Comprehensive Plan by accepting the Conservation Easement.

Staff Evaluation: The Conservation Easement seems to conform to the Town's Comprehensive Plan. The draft Deed of Gift of Easement, when the blanks are properly filled in to properly list the names and dates at the time of signing, appears to be in proper legal form.

Budget/Funding: No additional funding required.

Legal Evaluation: See Staff evaluation above.

Staff Recommendations: See above.

Town Manager Recommendation: The Town Manager concurs with the Staff Evaluation.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)

Work Session

NOTE TO TITLE EXAMINERS: This open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Prepared by: (landowner's attorney)

TAX MAP NO. 20A2-1-2; 20A2-1-2A CHECK AGAINST REVISED PLAT

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF GIFT OF EASEMENT (this "Easement"), made this ____ day of _____, 2017, among LLEWELLYN, LLC, (and LLEWELLYN OF VIRGINIA, LLC?) a Virginia corporation ("Grantor"), and the TOWN OF FRONT ROYAL, a municipality of the COMMONWEALTH OF VIRGINIA, ("Grantee") (the designations "Grantor" and "Grantee" refer to the Grantor and Grantee and their respective successors and assigns); _____, (the "Noteholder") and _____, Trustees (the "Trustees").

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated on U.S. Route 340 and along the South Fork of the Shenandoah River in the Town of Front Royal and Warren County, Virginia, containing in the aggregate 40.4761 acres (ADJUST WITH NEW PLAT), more or less, as further described below (the "Property"), and desires to give and convey to Grantee a perpetual conservation and open-space easement over the Property as herein set forth; and

R-2 Grantee is a governmental agency of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (and corresponding provisions of any subsequent tax laws)(IRC) and Treasury Regulation §1.170A-14(c)(1), and is willing to accept a perpetual conservation and open-space easement over the Property as herein set forth; and

R-3 Chapter 461 of the Acts of 1966, codified in Chapter 17, Title 10.1, §§10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the "Open-Space Land Act"), declares that the preservation of open-space land serves a public purpose by curbing urban sprawl, preventing the spread of urban blight and deterioration and encouraging more economic and desirable urban development, helping provide or preserve necessary

park, recreational, historic and scenic areas, and conserving land and other natural resources, and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land; and

R-4 Pursuant to Sections 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for agriculture, livestock production, forest or open-space use, all as more particularly set forth below; and

R-5 Chapter 525 of the Acts of 1966, Chapter 17, the Open-Space Land Act, Title 10.1, §§10.1-1700 and 10.1-1701 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Town of Front Royal as a “public body” to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space and recreational lands of the Commonwealth; and

R-6 As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the Town of Front Royal Comprehensive Plan adopted on March 23, 1998; and

R-7 This Easement is granted “exclusively for conservation purposes” under IRC §170(h)(1)(C) because it effects “the preservation of open space (including farmland and forest land)” under IRC 170(h)(4)(A)(iii). Specifically, the preservation of open space on the Property is pursuant to clearly delineated state and local governmental conservation policies and will yield a significant public benefit; and

R-8 This open-space easement in gross constitutes a restriction granted in perpetuity on the use which may be made of the Property, and is in furtherance of and pursuant to the clearly delineated governmental policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth’s policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

b. The Open-Space Land Act cited above;

c. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, §§58.1-510 through 58.1-513 of the Code of Virginia, which supplements existing land conservation programs to further encourage the preservation and sustainability of the Commonwealth’s unique natural resources, wildlife habitats, open spaces and forest resources;

d Chapter 32, of Title 58.1, §§58.1-3230 through 58.1-3244 of the Code of Virginia, which authorizes special use-value tax assessments for real estate devoted to agricultural, forestal, horticultural and open-space use; and

(ii) Land use policies of the Town of Front Royal as delineated in its comprehensive plan adopted on March 23, 1998 to which plan the restrictions set forth in this deed conform and which contains the following goals, objectives, and strategies:

- a) Natural Environment and Unique Features Goal: “Identify and preserve those natural, open space and scenic resources that characterize Front Royal and add to the beauty that is enjoyed by the community. Incorporate the Shenandoah River as a true part of our Town.”
- b) From the Riverton Planning Area Action Strategies: “Maintain the integrity of the floodplain in its natural state. Prohibit new development in the floodplain”; and

R-9 The Property, which is currently used by the Grantor for passive recreation, comprises open grasslands, forestlands, and river bottom, and

R-10 The Property contains approximately one (1) mile of frontage on the South Fork of the Shenandoah River, from which the public has visual access to a substantial portion of the Property, and protection of the Property will contribute to improved water quality downstream and in the Chesapeake Bay; and

R-11 The Property fronts on both sides of U.S. Route 340 on the south side of the South Fork of the Shenandoah River bridge, and contributes to the scenic views enjoyed by the public therefrom; and

R-12 The Property is situated across the river from another property (owned by Larry Andrews) held in conservation easement by the Town of Front Royal; and

R-13 This easement will yield significant public benefit to the citizens of the Commonwealth as set forth as Section I; and

R-14 Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II; and

R-15 Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property, which values are reflected in Section I; and

R-16 Grantee has determined that the Restrictions will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by the Easement; and

R-17 Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby give, grant and convey to Grantee a conservation and open-space easement in gross (Easement) over, and the right in perpetuity to restrict the use of, the Property, which is described below (*or in SCHEDULE "A" attached hereto and made a part hereof*), and consists of **40.4761** located in North River Magisterial District, Town of Front Royal, Virginia, fronting on U.S. Route 340 to-wit:

_____ (*attorney to insert legal description*)

The Property is shown as Tax Map No. 20A2-1-2; 20A2-1-2A among the land records of the Town of Front Royal, Virginia. Even if the Property consists of more than one parcel for real estate tax or any other purpose, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.

SECTION I - PURPOSE

The conservation purpose of this Easement is to preserve land for agricultural use, watershed preservation, and preservation of scenic open space and to protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are its open-space and scenic values and its values as land preserved for open-space and rural uses including agriculture, livestock production and forestry. Grantor covenants that no acts or uses that are inconsistent with the purpose of this Easement or the conservation values herein protected shall be conducted on the Property.

SECTION II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

1. **DIVISION.** Division of the Property is prohibited. The Property shall not be sold or conveyed except as a whole.

Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered divisions of the Property, provided that Grantee is made party to the deed creating the boundary line adjustment and at least one of the following conditions is met:

- (i) The entire adjacent parcel is subject to a recorded open-space easement owned by Grantee; or
- (ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Town Council of the Town of Front Royal, Virginia.

2. **BUILDINGS AND STRUCTURES.** Grantor represents that the Property herein described is in current compliance with all applicable federal, State, and local laws. Grantor, further, covenants and agrees that no buildings or structures which have not been pre-approved in writing by the Grantee, and which are not found within the following list, shall be permitted on the Property, **PROVIDED, HOWEVER,** that nothing herein shall be construed as a waiver of any restrictions otherwise imposed by the Town through its lawfully adopted Ordinances, including, but not limited to, its Zoning Ordinance:

(i) one (1) single-family dwelling, which does not exist on the date of this Easement. Such dwelling shall not exceed 4,500 square feet of above-ground enclosed living area without Grantee's prior review and written approval;

(ii) non-residential outbuildings and structures commonly and appropriately incidental to the dwelling permitted in subsection (i) of this paragraph, and sized appropriately to serve as an amenity to single-family residential use, and located near such dwelling. For the purpose of this subsection of paragraph (ii), "near" means within 200 feet of such dwelling, unless prior written approval shall have been obtained from Grantee that a greater distance is permitted considering the purpose of this Easement and the scale of the proposed outbuilding or structure in relation to the surrounding area;

(iii) a picnic pavilion not to exceed 500 square feet without Grantee's prior written approval;

(iv) a storage shed to store recreational, sports, and maintenance equipment not to exceed 500 square feet without Grantee's prior written approval;

(v) a viewing deck not to exceed 300 square feet;

(vi) a board walk if needed for construction of river/greenway trail; and

(vii) if the County of Warren, Town of Front Royal, or other governmental body desires to maintain a public park or natural area on the Property and the Grantor hereafter enters into a lease, sale or other arrangement to facilitate such public access and amenity, picnic shelters and pavilions shall be permitted but

shall not exceed 10,000 square feet in the aggregate unless prior written approval shall have been obtained from Grantee, which shall consider the impact of the size, height and siting of the proposed structures on the conservation values of the Property. Hiking/biking trails, parking areas, tent campsites, educational and recreations monuments or signs and other similar improvements may be constructed on the Property, provided that parking areas and hiking/biking trails shall be primarily pervious surfaces with paving or other impervious surfaces permitted to a limited extent as necessary to facilitate accessibility and meet public accommodation requirements.

Grantor shall give Grantee 30 days' written notice before beginning construction or enlargement of any dwelling on the Property.

To protect the scenic values of the Property, no dwelling or other building shall be constructed within 300 feet of the South Fork of the Shenandoah River, except for a picnic pavilion described in Section II, paragraph 2, subsection (iii) and a trail boardwalk as described in Section II, paragraph 2, subsection (vi).

Private roads and utilities to serve permitted buildings or structures, and roads with permeable surfaces for other permitted uses, such as farming or forestry, may be constructed and maintained. Public or private utilities whose construction and maintenance Grantee determines will not impair the Property's conservation values may be constructed and maintained if Grantee gives its prior written approval. Notwithstanding the above, the Grantor reserves the right to install storm water management practices and underground utilities on the Property as necessary to serve development on an adjoining property.

Existing public utilities, including a water, sewer, and power line may be maintained, replaced, or upgraded.

The collective footprint of all buildings and structures on the Property, excluding roads, shall not exceed 1% of the total area of the Property, provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values protected herein, Grantee may approve such increase. For the purpose of this paragraph the collective footprint is the ground area measured in square feet of the structures set forth in subsections (i) through (iv) above and all other impervious surfaces, excluding roads.

3. **INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities other than the following are prohibited: (i) hay production; (ii) forest management; (iii) community gardens; (iv) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property and that do not diminish the conservation values herein protected; (v) use of the Property as a public natural area or park for passive recreational activities including, but not limited to, hiking, bird watching, nature study, and wildlife

photography; and (vi) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance. Temporary outdoor activities involving 100 or more people shall not exceed seven (7) consecutive days in any 90-day period without prior written approval of the Grantee. Notwithstanding any other provision of this easement, no commercial recreational use (except for *de minimis* commercial recreational uses) shall be allowed on the Property.

4. **MANAGEMENT OF FOREST.** Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any timber harvest or land-clearing activity is undertaken. All material timber harvest activities on the Property shall be guided by a Forest Stewardship Management Plan approved by Grantee. A pre-harvest plan consistent with the Forest Stewardship Management Plan shall be submitted to Grantee for approval 30 days before beginning any material timber harvest. Grantee shall be notified 30 days prior to the clearing of over 10 acres of forestland for grassland, crop land, or in association with the construction of permitted buildings.

Non-commercial *de minimis* harvest of trees for trail clearing, firewood or Grantor's domestic use, trees that pose an imminent hazard to human health or safety, or removal of invasive species shall not require a Forest Stewardship Management Plan.

5. **RIPARIAN BUFFER.** To protect water quality, a 35 -foot buffer strip shall be maintained in forest or be permitted to revegetate naturally along the edge of the South Fork of the Shenandoah River as measured from the top of the bank. Within this buffer strip there shall be (a) no buildings or other substantial structures constructed, (b) no storage of compost, manure, fertilizers, chemicals, machinery or equipment, (c) no removal of trees except removal of invasive species or removal of dead, diseased or dying trees or trees posing an imminent human health or safety hazard, and (d) no cultivation or other earth-disturbing activity, except as may be reasonably necessary for (i) wetland or stream bank restoration, or erosion control, pursuant to a government permit, (ii) fencing along or within the buffer area; (iii) construction and maintenance of stream crossings that do not obstruct water flow, (iv) creation and maintenance of foot or horse trails with unimproved surfaces, (v) clearing and maintenance of a .5 (1/2) acre picnic area; and (vi) two (2) small clearings of up to 20 feet along the river frontage to provide access for recreational boating. Limited mowing to control non-native species or protect trees and other plants planted in forested buffers is permitted. There shall be no grazing of livestock in the buffer strip.
6. **GRADING, BLASTING, MINING.** Grading, blasting or earth removal shall not materially alter the topography of the Property except for (i) dam construction to create ponds, (ii) wetlands or stream bank restoration pursuant to a government permit, (iii) erosion and sediment control pursuant to a government-required

erosion and sediment control plan, or (iv) as required in the construction of permitted buildings, structures, roads, and utilities. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in such construction. Grading, blasting or earth removal in excess of one acre for the purposes set forth in subparagraphs (i) through (iv) above require 30 days' prior notice to Grantee. Generally accepted agricultural activities shall not constitute a material alteration. Surface mining, subsurface mining, dredging on or from the Property, or drilling for oil or gas on the Property is prohibited.

7. **ACCUMULATION OF TRASH.** Accumulation or dumping of trash, refuse, junk or toxic materials is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts on the Property.
8. **SIGNS.** Display of billboards, signs, or other advertisements is not permitted on or over the Property except to: (i) state the name and/or address of the owners of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced incidentally to a permitted use of the Property, (iv) provide notice necessary for the protection of the Property, (v) give directions to visitors, or (vi) recognize historic status or participation in a conservation program. Temporary political signs are allowed. No signs visible from outside the Property shall exceed nine square feet in size.

SECTION III – ENFORCEMENT

1. **RIGHT OF INSPECTION AND ACCESS.** Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time. Representative of Grantee may enter the property in the event of an emergency and to maintain, replace, or upgrade existing utility lines as cited in Section II, paragraph 3 above.
2. **ENFORCEMENT.** Grantee has the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right specifically includes the right to require restoration of the Property to a condition of compliance with the terms of this Easement as existed on the date of the gift of the Easement, except to the extent such condition thereafter changed in a manner consistent with the Restrictions; to recover any damages arising from non-compliance; and to enjoin non-compliance by *ex parte* temporary or permanent injunction. If the court

determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to insure compliance with this Easement, and Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by Grantee. Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage or change to the condition of the Property caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantor's control or any prudent action taken by Grantor to avoid, abate, prevent or mitigate damage or changes to the Property from such causes.

SECTION IV – DOCUMENTATION

Documentation retained in the office of Grantee including, but not limited to, the Baseline Documentation Report ("Documentation Report"), describes the condition and character of the Property at the time of the gift. The Documentation Report may be used to determine compliance with and enforcement of the terms of this Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination. Grantor has made available to Grantee, prior to donating this Easement, documentation sufficient to establish the condition of the Property at the time of the gift. The parties hereby acknowledge that the Documentation Report contained in the files of Grantee is an accurate representation of the Property.

SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions and restrictions contained in this Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Property. Landowner's rights and obligations under this Easement terminate upon proper transfer of Landowner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **NO PUBLIC ACCESS.** Although this Easement will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to, or use of the Property. Grantor retains the exclusive right to such access and use, subject to the terms hereof, except in the event that Grantor enters into a lease, sale or other arrangement with Grantee to facilitate such public access for use of the Property as a public park or natural area as set forth in Section II, paragraph 2, subsection (vi).

3. **TITLE.** Grantor covenants and warrants that Grantor has good title to the Property, that Grantor has all right and authority to grant and convey this Easement and that the Property is free and clear of all encumbrances (other than utility and access easements) including, but not limited to, any mortgages not subordinated to this Easement.
4. **ACCEPTANCE.** Acceptance of this conveyance by Grantee is authorized by Virginia Code Section 10.1-1701 and is evidenced by the signature of [REDACTED], Mayor, pursuant to the authority granted to him by a Resolution of the Town Council of the Town of Front Royal, Virginia, a true copy of which is attached hereto and recorded herewith.
5. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, shall be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage or open-space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.
6. **CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses not expressly prohibited by this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Easement qualify as a “qualified conservation contribution” as that term is defined in Section 170(h)(1) of the Internal Revenue Code and Treasury Regulations §1.170A-14, and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.
7. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Property.
8. **NOTICE TO GRANTEE.** Grantor agrees to notify Grantee in writing (i) before exercising any reserved right that Grantor believes may have an adverse effect on the conservation or open-space values or interests associated with the Property; and (ii) at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.

9. **TAX MATTERS.** The parties hereto agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in IRS regulations (see Section 1.170A-13(c)(5)), and that the appraisal is subject to review and audit by all appropriate tax authorities. Grantee makes no express or implied warranties that any tax benefits will be available to Grantor from donation of this Easement, or that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.
10. **MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.
11. **ASSIGNMENT BY GRANTEE.** Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (1) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity and (2) the transferee then qualifies as an eligible donee as defined in Section 170(h)(3) of the IRC as amended and the applicable Treasury Regulations.
12. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the donation of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the perpetual conservation restriction at the time of the gift bears to the value of the Property as a whole at that time.
13. **EXTINGUISHMENT, CONVERSION, DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act which does not permit extinguishment of open-space easements or loss of open space. Nevertheless, should an attempt be made to extinguish this Easement, such extinguishment can be made only by judicial proceedings and only if in compliance with Section 10.1-1704. In any sale or exchange of the Property subsequent to an extinguishment, Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of this Easement computed as set forth in Section 12 above, but not to be less than the proportion that the value of this Easement at the time of extinguishment bears to the then value of the Property as a whole. Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purpose of this easement and the Open-Space Land Act.

14. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property, provided that no amendment shall affect this Easement's perpetual duration or reduce the Property's conservation values. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded among the land records of the County of Warren, Virginia.
15. **SEVERABILITY.** If any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.
16. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement.
17. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia.
18. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Warren, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.

_____, is the Noteholder under a certain Deed of Trust dated _____ and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia in Deed Book _____ at Page _____, which subjects the Property to the Noteholder's lien. The Noteholder hereby consents to the terms and intent of this Easement, and agrees that the lien represented by said Deed of Trust shall be held subject to this Easement and joins in this Deed to reflect its direction to the Trustee to execute this Easement to give effect to the subordination of such Deed of Trust to this Easement.

WITNESS the following signatures and seals:

[Counterpart signature pages follow]

[Counterpart signature page 1 of 2]

LLEWELLYN LLC

Ronald Llewellyn, Manager

Corinne Llewellyn, (title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Ronald Llewellyn.

Notary Public

My commission expires: _____

(SEAL)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Corinne Llewellyn, _____.

Notary Public

My commission expires: _____

(SEAL)

[Counterpart signature page 2 of 2]

Accepted:
TOWN OF NEW MARKET, VIRGINIA,

By: _____
_____, Mayor

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of
_____, 2017, by _____, Mayor of the Town of New Market.

Notary Public

My commission expires: _____

(SEAL)

DELETE IF NO LIEN

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

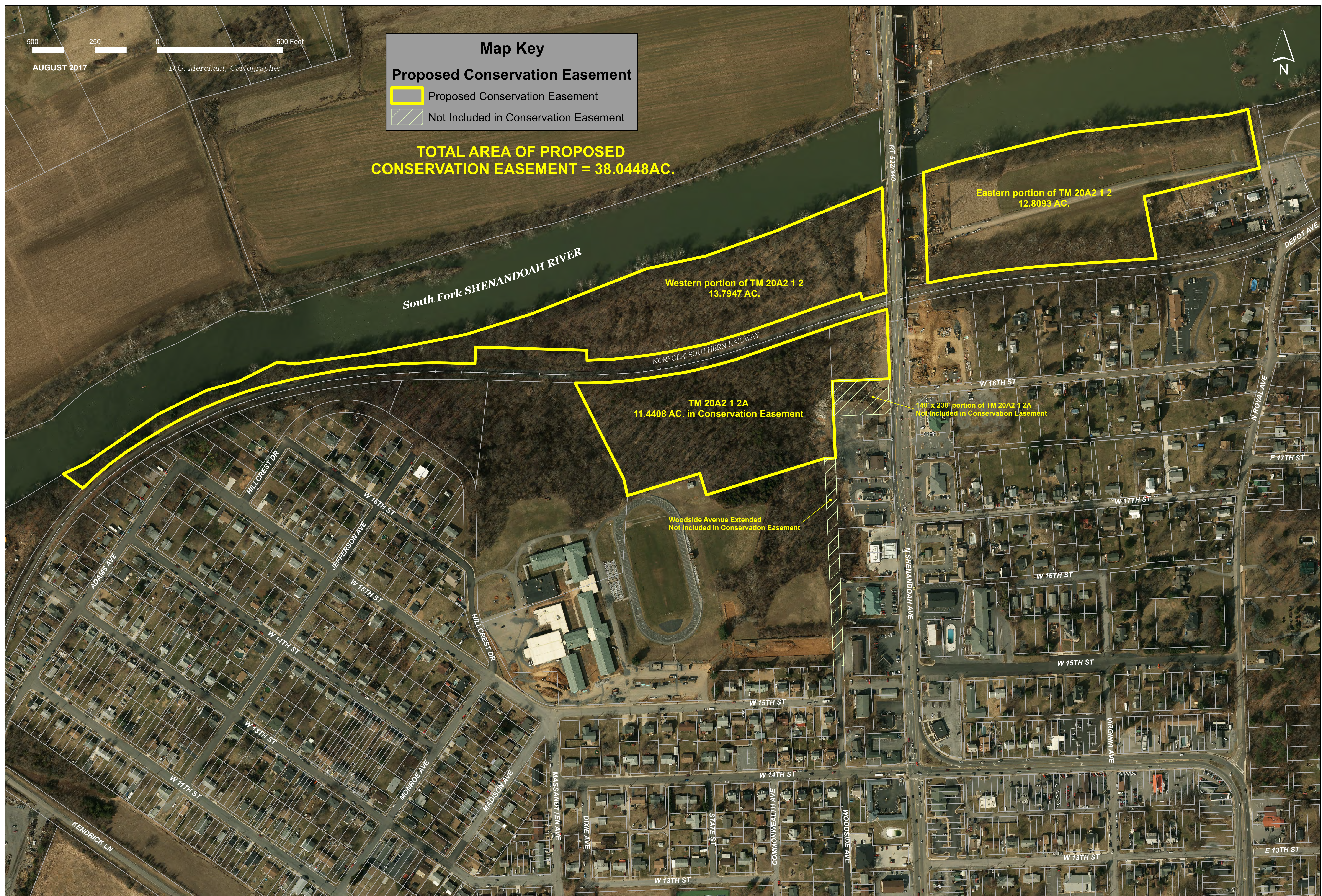
The foregoing instrument was acknowledged before me this _____ day of
_____, 2017 by _____, Noteholder.

**_____
Notary Public**

My commission expires: _____

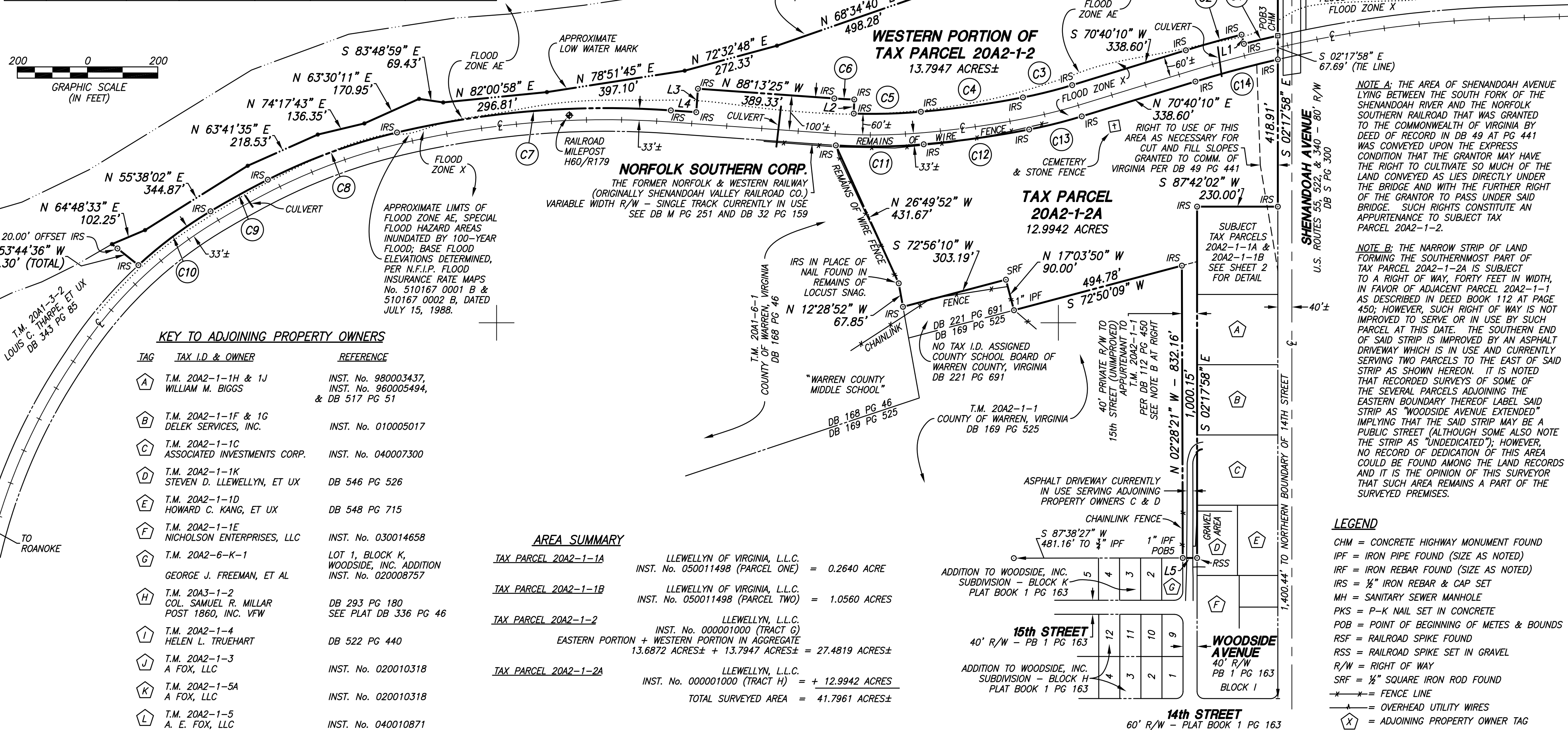
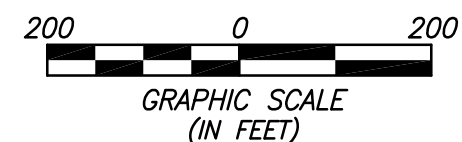
(SEAL)

North Shenandoah Avenue - Town of Front Royal, Virginia



CURVE DATA						
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	01°38'27"	3,470.79'	99.40'	49.70'	S 74°11'22" W	99.39'
C2	02°41'59"	3,497.79'	164.81'	82.42'	S 72°01'09" W	164.79'
C3	06°02'00"	1,372.41'	144.52'	72.33'	S 73°41'10" W	144.45'
C4	06°00'00"	2,804.82'	293.72'	146.99'	S 79°42'10" W	293.59'
C5	06°57'00"	1,577.04'	191.30'	95.77'	S 86°10'40" W	191.18'
C6	02°07'25"	1,537.04'	56.97'	28.49'	N 89°17'07" W	56.97'
C7	17°22'19"	2,590.36'	785.39'	395.73'	S 83°05'26" W	782.39'
C8	13°31'29"	1,663.42'	392.66'	197.24'	S 67°38'31" W	391.74'
C9	04°05'11"	2,612.65'	186.34'	93.21'	S 58°50'11" W	186.30'
C10	11°43'02"	1,255.52'	256.76'	128.83'	S 50°56'05" W	256.31'
C11	08°35'52"	1,670.04'	250.61'	125.54'	N 87°00'06" E	250.37'
C12	06°00'00"	2,897.83'	303.46'	151.87'	N 79°42'10" E	303.32'
C13	06°02'00"	1,465.41'	154.31'	77.23'	N 73°41'10" E	154.24'
C14	04°05'25"	3,404.79'	243.07'	121.58'	N 72°42'53" E	243.01'
C15	00°31'45"	1,757.52'	16.23'	8.12'	S 85°46'17" W	16.23'
C16	09°40'33"	3,470.79'	586.13'	293.76'	S 81°11'53" W	585.44'

LINE DATA		
LINE	BEARING	DISTANCE
L1	N 16°37'51" W	27.00'
L2	N 00°20'50" W	40.00'
L3	S 01°46'35" W	67.00'
L4	N 88°13'25" W	72.53'
L5	S 87°38'27" W	40.80'



DATE: JULY 6, 2007

SCALE: 1" = 200'

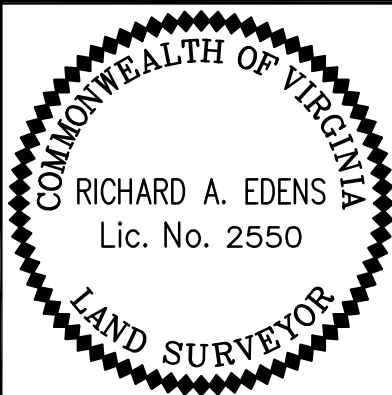
DRAWN BY: RAE

FILE NO. 4945

SHEET 1 OF 2

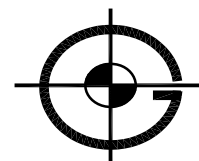
BOUNDARY SURVEY OF THE LANDS OF **LLEWELLYN OF VIRGINIA, L.L.C.** **AND LLEWELLYN, L.L.C.**

TOWN OF FRONT ROYAL, NORTH RIVER MAGISTERIAL DISTRICT, WARRREN COUNTY, VIRGINIA



DATE

REVISION

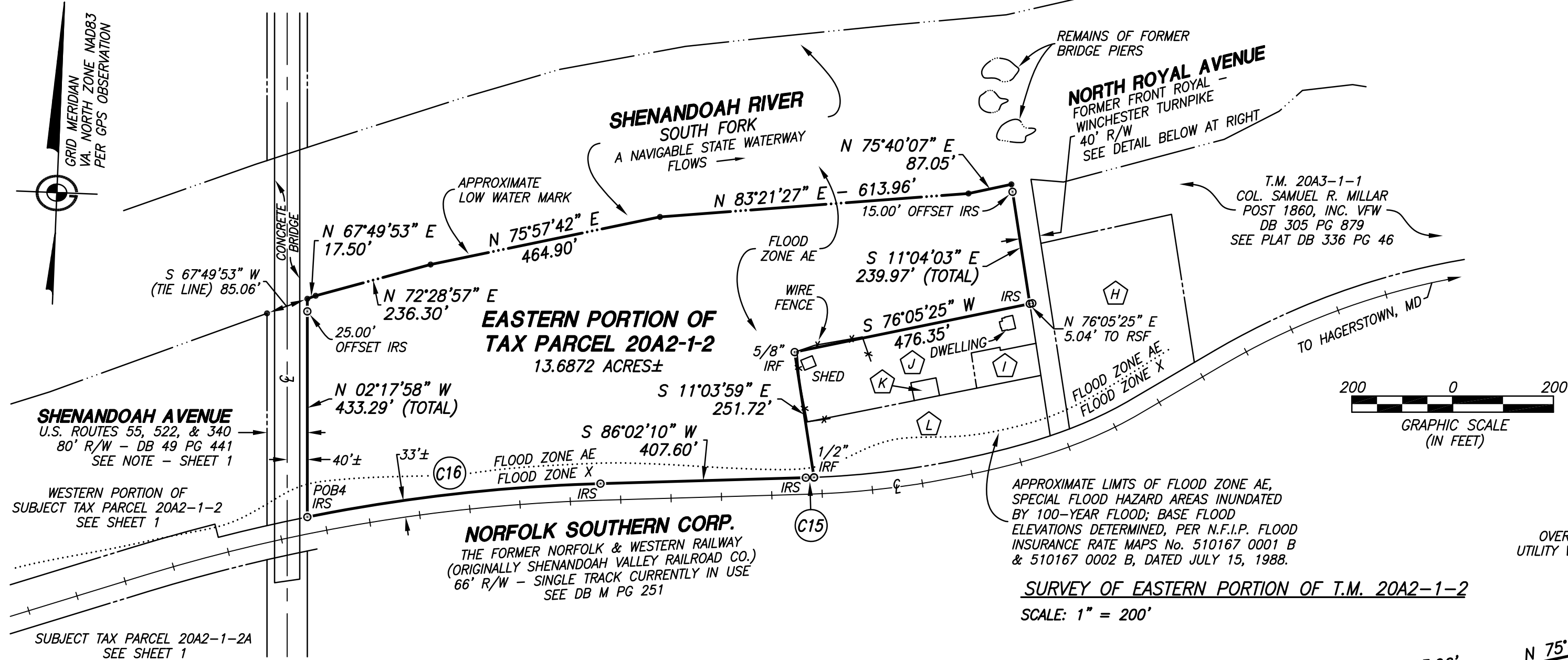


Founded in 1971

Engineers
Surveyors

GREENWAY ENGINEERING, INC.

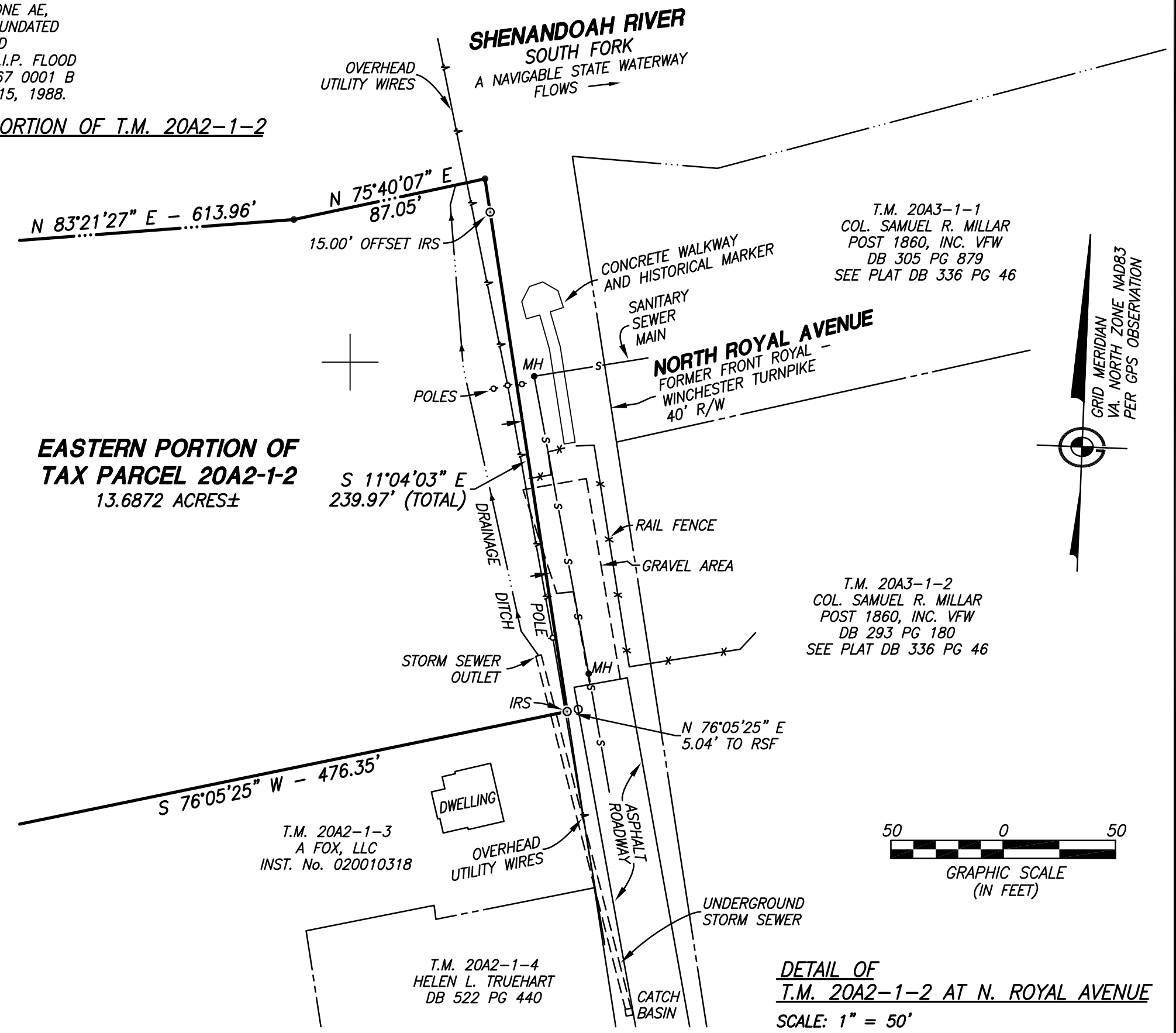
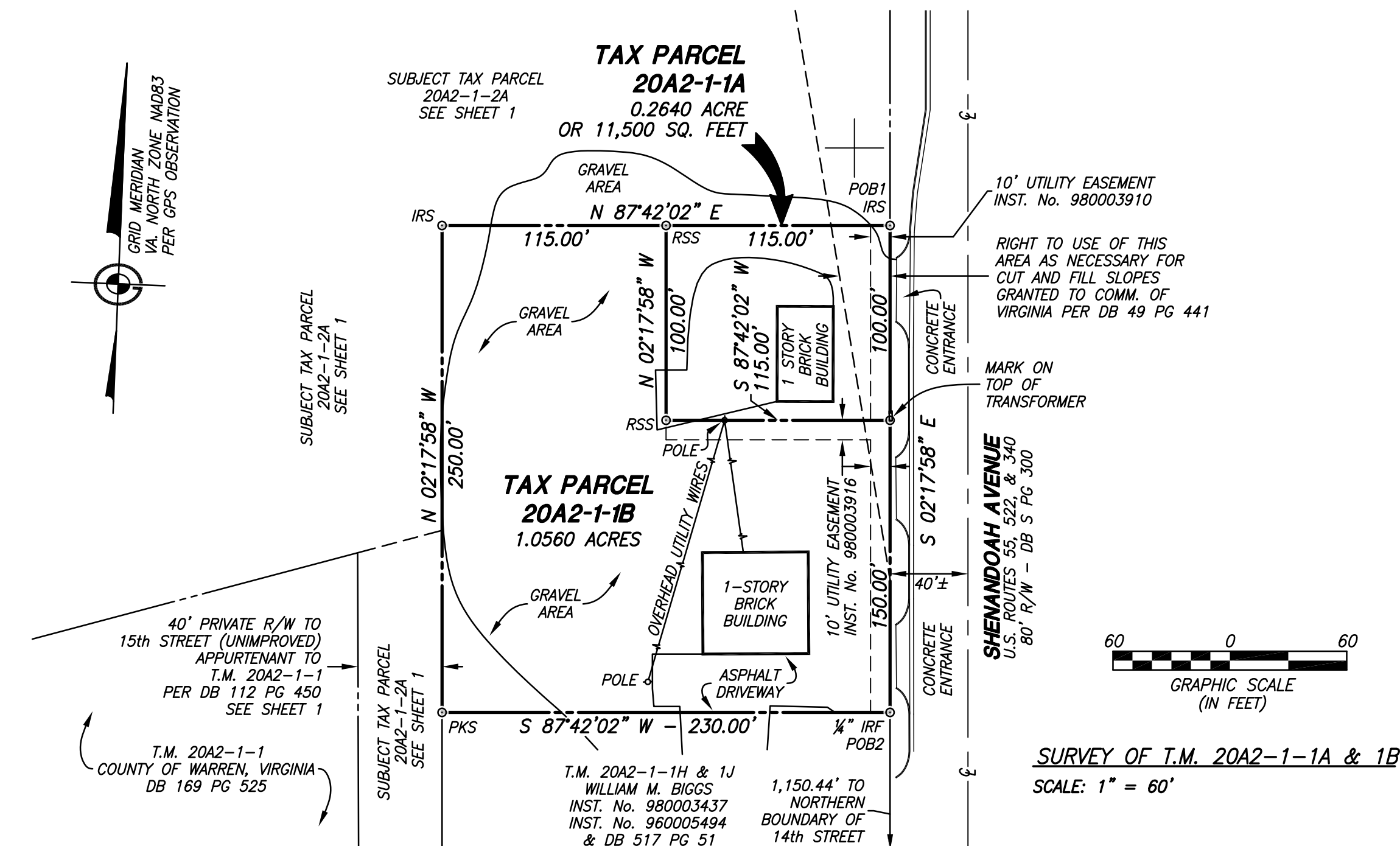
151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
FAX: (540) 722-9528
www.greenwayeng.com



NOTES

1. CURRENT OWNER OF RECORD:
T.M. 20A2-1-1A = LLEWELLYN OF VIRGINIA, L.L.C. - INST. No. 050011498 (PARCEL ONE)
T.M. 20A2-1-1B = LLEWELLYN OF VIRGINIA, L.L.C. - INST. No. 050011498 (PARCEL TWO)
T.M. 20A2-1-2 = LLEWELLYN, L.L.C. - INST. No. 000001000 (TRACT G)
T.M. 20A2-1-2A = LLEWELLYN, L.L.C. - INST. No. 000001000 (TRACT H)
2. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY BY THIS FIRM.
3. NO TITLE REPORT FURNISHED. EASEMENTS MAY EXIST WHICH ARE NOT SHOWN HEREON.
4. SUBJECT TAX PARCELS 20A2-1-1A, 20A2-1-1B AND 20A2-1-2A LIE ENTIRELY WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, PER N.F.I.P. FLOOD INSURANCE RATE MAPS No. 510167 0001 B AND 510167 0002 B, DATED JULY 15, 1988.

SUBJECT TAX PARCEL 20A2-1-2 LIES WITHIN ZONE AE, SPECIAL FLOOD HAZARD AREAS INUNDED BY 100-YEAR FLOOD; BASE FLOOD ELEVATIONS DETERMINED, AND ZONE X, AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, PER N.F.I.P. FLOOD INSURANCE RATE MAPS No. 510167 0001 B AND 510167 0002 B, DATED JULY 15, 1988. THE APPROXIMATE LIMITS OF SAID ZONE AE ARE SHOWN HEREON AS DETERMINED BY GRAPHIC PLOTTING UPON THE REFERENCED MAPS.
5. THE NORTHERN BOUNDARY OF SUBJECT TAX PARCEL 20A2-1-2 SHOWN HEREON FOLLOWS THE APPROXIMATE LOW WATER MARK OF THE SOUTH FORK OF THE SHENANDOAH RIVER AS VISIBLE ON THE DATE OF SURVEY. RIPARIAN BOUNDARIES ARE SUBJECT TO NATURAL CHANGE AND, AS SUCH, THE ACREAGE SHOWN HEREON FOR SAID PARCEL IS APPROXIMATE.
6. A NARRATIVE METES AND BOUNDS DESCRIPTION, CONSISTING OF FIVE TYPEWRITTEN LEGAL-SIZED PAGES, HAS BEEN PREPARED AS A SEPARATE DOCUMENT TO ACCOMPANY THIS PLAT.



DATE: JULY 6, 2007

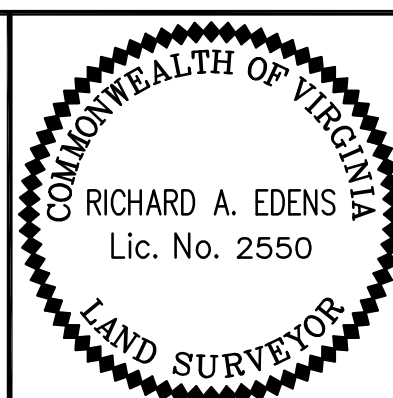
SCALE: AS SHOWN

DRAWN BY: RAE

FILE NO. 4945

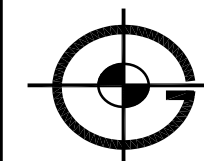
SHEET 2 OF 2

BOUNDARY SURVEY
OF THE LANDS OF
LLEWELLYN OF VIRGINIA, L.L.C.
AND LLEWELLYN, L.L.C.
TOWN OF FRONT ROYAL, NORTH RIVER MAGISTERIAL DISTRICT, WARRREN COUNTY, VIRGINIA



DATE

REVISION



Founded in 1971

Engineers
Surveyors

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METES AND BOUNDS DESCRIPTIONS

The accompanying plat entitled "Boundary Survey of the lands of Llewellyn of Virginia, L.L.C. and Llewellyn, L.L.C.," consisting of two 18"x24" sheets dated July 6, 2007, represents a boundary survey of (i) all of the land ("Parcel One" and " Parcel Two") conveyed to Llewellyn of Virginia, L.L.C. by deed dated September 15, 2005 of record in the Warren County Circuit Court Clerk's Office as Instrument No. 050011498 and (ii) all of "Tract G" and "Tract H," being a portion of the land conveyed to Llewellyn, L.L.C. by deed dated February 23, 2000 of record in said Clerk's Office as Instrument No. 000001000. The said land fronts both sides of Shenandoah Avenue (U.S. Routes 55, 522, & 340) at its intersection with the south bank of the South Fork of the Shenandoah River in the Town of Front Royal, North River Magisterial District, Warren County, Virginia. All directions described herein are given by quadrant bearings expressed in degrees (°), minutes ('), and seconds (") and all distances are expressed in decimal feet ('). The said land is more particularly described by metes and bounds as follows:

Tax Parcel 20A2-1-1A

(Being all of "Parcel One" conveyed to Llewellyn of Virginia, L.L.C. by deed dated September 15, 2005 of record as Instrument No. 050011498)

Beginning at a ½" iron rebar & cap set (labeled POB1 on Sheet 2 of the plat) in the western boundary of Shenandoah Avenue at a point located 1,400.44' north of its intersection with the northern boundary of 14th Street, corner to Llewellyn, L.L.C. (Subject Tax Parcel 20A2-1-2A described below); thence with said western boundary of Shenandoah Avenue

S 02°17'58" E - 100.00' to a mark set on the top of an electrical transformer cabinet, corner to other land of Llewellyn of Virginia, L.L.C. (Subject Tax Parcel 20A2-1-1B described below); thence with said other land of Llewellyn of Virginia, L.L.C. for the following two courses:

S 87°42'02" W - 115.00' to a railroad spike set in gravel; thence

N 02°17'58" W - 100.00' to a railroad spike set in gravel, in a line of Llewellyn, L.L.C. (Subject Tax Parcel 20A2-1-2A described below); thence with Llewellyn, L.L.C.

N 87°42'02" E - 115.00' to the beginning.

Containing **0.2640 Acre or 11,500 Square Feet.**

Tax Parcel 20A2-1-1B

(Being all of "Parcel Two" conveyed to Llewellyn of Virginia, L.L.C. by deed dated September 15, 2005 of record as Instrument No. 050011498)

Beginning at a ¼" iron rebar found (labeled POB2 on Sheet 2 of the plat) in the western boundary of Shenandoah Avenue at a point located 1,150.44' north of its intersection with the northern boundary of 14th Street, corner to William M. Biggs; thence with Biggs

S 87°42'02" W - 230.00' to a P-K nail set in a large piece of concrete debris and in a line of Llewellyn, L.L.C. (Subject Tax Parcel 20A2-1-2A described below); thence with Llewellyn, L.L.C. for the following two courses:

N 02°17'58" W - 250.00' to a ½" iron rebar & cap set; thence

N 87°42'02" E - 115.00' to a railroad spike set in gravel, corner to other land of Llewellyn of Virginia, L.L.C. (Subject Tax Parcel 20A2-1-1A described above); thence with said other land of Llewellyn of Virginia, L.L.C. for the following two courses:

S 02°17'58" E - 100.00' to a railroad spike set in gravel; thence
(Continued on sheet 2)

N 87°42'02" E - 115.00' to a mark set on the top of an electrical transformer cabinet and in the western boundary of Shenandoah Avenue; thence with said road boundary

S 02°17'58" E - 150.00' to the beginning.

Containing 1.0560 Acres.

Tax Parcel 20A2-1-2

(Being all of "Tract G" conveyed to Llewellyn, L.L.C. by deed dated February 23, 2000 of record as Instrument No. 000001000)

Western Portion (First of Two Parts)

Beginning at a concrete highway monument found (labeled POB3 on Sheet 1 of the plat) in the western boundary of Shenandoah Avenue (said monument located 1,887.04' north of the intersection with the northern boundary of 14th Street) at a point on curve at the interesection with the northern boundary of the Norfolk Southern Corporation Railroad; thence with said railroad boundary for the following sixteen courses:

99.40' along the arc of a curve to the left, having a radius of 3,470.79' and a chord bearing S 74°11'22" W for a distance of 99.39', to a ½" iron rebar & cap set at the end of said curve; thence

N 16°37'51" W - 27.00' to a ½" iron rebar & cap set at the beginning of a curve; thence

164.81' along the arc of a curve to the left (being non-tangent to the preceding course), having a radius of 3,497.79' and a chord bearing S 72°01'09" W for a distance of 164.79', to a ½" iron rebar & cap set at the point of tangency; thence

S 70°40'10" W - 338.60' to a ½" iron rebar & cap set at the point of curvature of a curve to the right; thence

144.52' along the arc of said curve, having a radius of 1,372.41' and a chord bearing S 73°41'10" W for a distance of 144.45', to a ½" iron rebar & cap set at a point of compound curvature of a second curve to the right; thence

293.72' along the arc of said curve, having a radius of 2,804.82' and a chord bearing S 79°42'10" W for a distance of 293.59', to a ½" iron rebar & cap set at a point of compound curvature of a third curve to the right; thence

191.30' along the arc of said curve, having a radius of 1,577.04' and a chord bearing S 86°10'40" W for a distance of 191.18', to a ½" iron rebar & cap set at the end of said curve; thence

N 00°20'50" W - 40.00' to a ½" iron rebar & cap set at the beginning of a curve; thence

56.97' along the arc of a curve to the right (being non-tangent to the preceding course), having a radius of 1,537.04' and a chord bearing N 89°17'07" W for a distance of 56.97', to a ½" iron rebar & cap set at the point of tangency; thence

N 88°13'25" W - 389.33' to a ½" iron rebar & cap set; thence

S 01°46'35" W - 67.00' to a ½" iron rebar & cap set; thence

N 88°13'25" W - 72.53' to a ½" iron rebar & cap set at the point of curvature of a curve to the left; thence

785.39' along the arc of said curve, having a radius of 2,590.36' and a chord bearing S 83°05'26" W for a distance of 782.39', to a ½" iron rebar & cap set at a point of compound (Continued on sheet 3)

curvature of a second curve to the left; thence

392.66' along the arc of said curve, having a radius of **1,663.42'** and a chord bearing **S 67°38'31" W** for a distance of **391.74'**, to a ½" iron rebar & cap set at a point of compound curvature of a third curve to the left; thence

186.34' along the arc of said curve, having a radius of **2,612.65'** and a chord bearing **S 58°50'11" W** for a distance of **186.30'**, to a ½" iron rebar & cap set at a point of compound curvature of a fourth curve to the left; thence

256.76' along the arc of said curve, having a radius of **1,255.52'** and a chord bearing **S 50°56'05" W** for a distance of **256.31'**, to a ½" iron rebar & cap set, corner to Louis C. Tharpe, et ux; thence with Tharpe

N 53°44'36" W, passing over a ½" iron rebar & cap set on the riverbank at 76.30' and continuing, **96.30' in all** to a point (unmonumented) at the approximate low water mark of the South Fork of the Shenandoah River; thence with the approximate low water mark of said river for the following thirteen courses:

N 64°48'33" E - 102.25' to a point; thence

N 55°38'02" E - 344.87' to a point; thence

N 63°41'35" E - 218.53' to a point; thence

N 74°17'43" E - 136.35' to a point; thence

N 63°30'11" E - 170.95' to a point; thence

S 83°48'59" E - 69.43' to a point; thence

N 82°00'58" E - 296.81' to a point; thence

N 78°51'45" E - 397.10' to a point; thence

N 72°32'48" E - 272.33' to a point; thence

N 68°34'40" E - 498.28' to a point; thence

N 77°50'10" E - 241.76' to a point; thence

N 70°21'21" E - 299.93' to a point; thence

N 67°49'53" E - 458.43' to a point of intersection between said low water mark and the western boundary of Shenandoah Avenue; thence with said road boundary

S 02°17'58" E, passing over a ½" iron rebar & cap set on the riverbank at 25.00' and continuing, **421.41' in all** to the beginning.

Western Portion Containing 13.7947 Acres±.

Eastern Portion (Second of Two Parts)

Beginning at a ½" iron rebar & cap set (labeled POB4 on Sheet 2 of the plat) in the eastern boundary of Shenandoah Avenue at its intersection with the northern boundary of the Norfolk Southern Corporation Railroad; thence with said eastern boundary of Shenandoah Avenue

N 02°17'58" W, passing over a ½" iron rebar & cap set on the riverbank at 408.29' and continuing, **433.29' in all** to a point (unmonumented) at the approximate low water mark (Continued on Sheet 4)

of the South Fork of the Shenandoah River; thence with the approximate low water mark of said river for the following five courses:

N 67°49'53" E - 17.50' to a point; thence

N 72°28'57" E - 236.30' to a point; thence

N 75°57'42" E - 464.90' to a point; thence

N 83°21'27" E - 613.96' to a point; thence

N 75°40'07" E - 87.05' to a point of intersection between said low water mark and the western boundary of North Royal Avenue; thence with said road boundary

S 11°04'03" E, passing over a ½" iron rebar & cap set on the riverbank at 15.00' and continuing, 239.97' in all to a ½" iron rebar & cap set, corner to A FOX, LLC (said rebar being located S 76°05'25" W - 5.04' from a railroad spike found); thence with A FOX, LLC

S 76°05'25" W - 476.35' to a 5⁄8" iron rebar found; thence continuing with A FOX, LLC and then A. E. FOX, LLC

S 11°03'59" E - 251.72' to a ½" iron rebar found on curve in the northern boundary of the Norfolk Southern Corporation Railroad; thence with said railroad boundary for the following three courses:

16.23' along the arc of a curve to the right, having a radius of 1,757.52' and a chord bearing S 85°46'17" W for a distance of 16.23', to a ½" iron rebar & cap set at the point of tangency; thence

S 86°02'10" W - 407.60' to a ½" iron rebar & cap set at the point of curvature of a curve to the left; thence

586.13' along the arc of said curve, having a radius of 3,470.79' and a chord bearing S 81°11'53" W for a distance of 585.44', to the beginning.

Eastern Portion Containing 13.6872 Acres±.

Tax Parcel 20A2-1-2 Containing a Total Area of
(In the aggregate of the two noncontiguous parts) 27.4819 Acres±.

Tax Parcel 20A2-1-2A

(Being all of "Tract H" conveyed to Llewellyn, L.L.C. by deed dated February 23, 2000 of record as Instrument No. 000001000)

Beginning at a 1" iron pipe found (labeled POB5 on Sheet 1 of the plat) in the western boundary of Woodside Avenue at its northern terminus, being the northeast corner of Lot 5 - Addition to Woodside, Inc. Subdivision (George J. Freeman, et al) and a corner common to County of Warren, Virginia (Warren County Middle School Property); thence with County of Warren, Virginia for the following six courses:

N 02°28'21" W - 832.16' to a ½" iron rebar & cap set; thence

S 72°50'09" W - 494.78' to a 1" iron pipe found; thence

N 17°03'50" W - 90.00' to a ½" square iron rod found; thence

S 72°56'10" W - 303.19' to a ½" iron rebar & cap set; thence

(Continued on Sheet 5)

N 12°28'52" W - 67.85' to a ½" iron rebar & cap set (in place of a nail found) in the remains of a locust snag; thence

N 26°49'52" W - 431.67' to a ½" iron rebar & cap set on curve in the southern boundary of the Norfolk Southern Corporation Railroad; thence with said railroad boundary for the following five courses:

250.61' along the arc of a curve to the left, having a radius of 1,670.04' and a chord bearing N 87°00'06" E for a distance of 250.37', to a ½" iron rebar & cap set at a point of compound curvature of a second curve to the left; thence

303.46' along the arc of said curve, having a radius of 2,897.82' and a chord bearing N 79°42'10" E for a distance of 303.32', to a ½" iron rebar & cap set at a point of compound curvature of a third curve to the left; thence

154.31' along the arc of said curve, having a radius of 1,465.41' and a chord bearing N 73°41'10" E for a distance of 154.24', to a ½" iron rebar & cap set at the point of tangency; thence

N 70°40'10" E - 338.60' to a ½" iron rebar & cap set at the point of curvature of a curve to the right; thence

243.07' along the arc of said curve, having a radius of 3,404.79' and a chord bearing N 72°42'53" E for a distance of 243.01', to a ½" iron rebar & cap set at a point of intersection with the western boundary of Shenandoah Avenue; thence with said road boundary

S 02°17'58" E - 418.91' to a ½" iron rebar & cap set, corner to Llewellyn of Virginia, L.L.C. (Subject Tax Parcel 20A2-1-1A described above); thence with Llewellyn of Viginia, L.L.C. and then a seond parcel of Llewellyn of Virginia, L.L.C. (Subject Tax Parcel 20A2-1-1B)

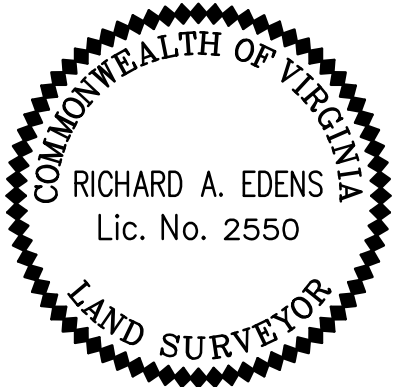
S 87°42'02" W - 230.00' to a ½" iron rebar & cap set; thence continuing with the land of Llewellyn of Virginia, L.L.C. (Subject Tax Parcel 20A2-1-1B) and then then western boundary of other lots fronting the western boundary of Shenandoah Avenue (William M. Biggs, then Delek Services, Inc., then Associated Investments Corp., then Steven D. Llewellyn, et ux)

S 02°17'58" E - 1,000.15' to a railroad spike set in a gravel entrance in the eastern boundary of Woodside Avenue at its northern terminus; thence with said northern terminus of Woodside Avenue

S 87°38'27" W - 40.80' to the beginning.

Containing 12.9942 Acres.
Surveyed July 6, 2007.

Prepared by:
Richard A. Edens, L.S.
Greenway Engineering
151 Windy Hill Lane
Winchester, VA 22602
540-662-4185



4



Town of Front Royal, Virginia
Work Session Agenda Form

Date: September 5, 2017

Agenda Item: COUNCIL CONSIDERATION/APPROVAL/DISAPPROVAL: **(1)** Advancement of Abandonment of Right of Way and Authorization of Quitclaim Deed to William M. Biggs and William J. Biggs Resolutions, and Acceptance of Right of way Deed from Messrs. Biggs, Previously Adopted by Town Council; **(2)** Purchase price of \$30,000 above to be offset by Damages Claim by Biggs against Town.

Summary: These two matters are being dealt with together, for reasons which hopefully will be clear. They can be separated if and when they go to Regular Meeting.

(1) By Resolution of Town Council dated November 10, 2009 (correcting two earlier Town Council Resolutions dealing with the same subject), Town Council authorized the Mayor to execute a Quitclaim Deed to William J. Biggs and William M. Biggs, as tenants in common, for an unimproved and unused portion of West 8th Street, the said portion being 60 feet in width and 150 feet in length (approximately 9,000 sq. ft.), in return for payment to the Town by the Biggs of the sum of \$30,000.00; it being further Resolved by Town Council that the conveyance of the portion of W. 8th Street would be conditioned by the Town retaining a twenty foot (20') wide easement for a sewer line. Said Resolution further accepted the conveyance of a Deed from Messrs. Biggs for a 1,860 square foot right of way at the intersection of Shenandoah Avenue and Kendrick Lane, all to be done upon the delivery of the said sum and the delivery of the right of way Deed.

After said Resolution was passed, it was discovered by the attorney for Messrs. Biggs that there was a title defect to the title to property that Messrs. Biggs already owned that they wished to merge with the property they were to acquire from the Town. This title issue took some years for the attorney to resolve. In the meantime, the prior Town Attorney resigned, and this issue "fell through the cracks". Messrs. Biggs still wish to go through with this transaction, and the current Town Attorney met with Messrs. Biggs on site on August 25 of this year to familiar himself with the particulars. Messrs. Biggs stated that they are willing to honor the terms of the agreement as stated in the Resolution.

(2) About the same time as said Resolution was passed by Town Council, William Biggs apparently notified the Town he had a claim with the Town for \$2,586.53 in property damages to his fence and gate. Mr. Biggs is also claiming damages for trees that were removed from his property. The claim arose on an Old Virginia lot that Mr. Biggs owns, where a fence was removed and damaged from the installation of a storm sewer on his parking lot in 2010. The information and paperwork I have on this are somewhat sketchy, but it seems that the Town used Key Construction, Inc. to install the storm sewer. Mr. Biggs states that this happened when Michael Graham was Town Manager. It seems that sometime after the damage occurred, Mr. Biggs contacted Key Construction about the damage. Charlie Williams of Key Construction in turn sent an e-mail to Steve Burke, who I assume at the time was Director of Environmental Services, who informed Mr. Burke that Key Construction had been unaware it had damaged the fence until contacted by Mr. Biggs over a year later, and that when Mr. Williams attempted to call Mr. Biggs to speak to him about the situation, Mr. Biggs told him that it was not a convenient time for him and to call back later. Mr. Williams informed Mr. Burke that he was somewhat concerned that this issue was first raised more than a year after completion of the storm sewer project. Later, it appeared that Key Construction went out of business. The Town did not receive any more information of this issue until I was contacted by B.J. Biggs on behalf of William Biggs and informed of the claim in late 2015. I notified the then-Town Manager of the claim, and was under the impression that the matter would be handled from there, but learned last week it had not been. Messrs. Biggs are willing to offset the damages claim against the \$30,000 purchase price if this

is better for the Town, although this might be problematic to the Town's auditors. Also, Messrs. Biggs are also under the impression that their damages claim is rather more in the range of \$5,000, apparently because of the loss of their trees. VML was notified of the Claim, and VML's response is:

From: Scott Martin [<mailto:SMartin@vmlins.org>]

To: Laura Scholtz <lscholtz@frontroyalva.com>

Subject: RE: Question

I looked at what you have supplied...I don't think the claim was ever reported to the VML; it was properly referred to the contractor who apparently ignored it or dropped the ball. The claimant has not followed up on it in 5-6 years. I don't think he can pursue the matter this late in the game; there is a 5 year statute of limitations for property damage in Virginia so even if the contractor went out of business, the Town is protected by the statute.

I can understand the situation for the Town as it relates to Mr. Biggs. Unfortunately give the statute, we cannot offer any assistance; if the Town chooses to pay Mr. Biggs, it should be a gratis payment with any admission of liability; it should also be in exchange for a full release of all claims. I can provide a fill in for if the Town chooses to go that route.

Regards, Scott

Council Discussion: (1) Town Council is asked consider honoring implementing the 2009 Town Council Resolution. (2) Town Council is also asked to consider whether or not it wishes to honor the contemporaneous damages claim the Biggs have submitted.

Staff Evaluation: Town Staff is prepared to implement the 2009 Town Council Resolution. As stated, the portion of W. 8th Street being considered to be conveyed has never been improved by the Town.

Budget/Funding: (1) None from the Town. (2) Whatever amount, if any, Town Council chooses to pay to Messrs. Biggs.

Legal Evaluation: (2) It appears that the damages claim by Mr. Biggs for his fence and gate was timely filed in writing with the Town within the six month period required by statute. There does not appear to be a written claim for the trees that were removed. My site visit left me little doubt that the trees were, in fact, removed, when the storm sewer line was installed. However, for reasons that are not clear, the records the Town has does not indicate why these matters were not followed up to their conclusion. There is a five (5) year statute of limitations on these claims being filed in court; however, given that the Biggs have seemed to have dealt patiently and in good faith with the Town, it is not my professional recommendation at this time to force this issue.

Staff Recommendations: See above.

Town Manager Recommendation: The Town Manager concurs with the Staff Evaluation.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____ (Aye) ____ (Nay)

R-11-09
Copy

**RESOLUTION REGARDING THE RESOLUTION OF TOWN
COUNCIL DATED MAY 23, 2005, TO ABANDON THE
UNDEVELOPED RIGHT-OF-WAY AND AUTHORIZE CONVEYANCE
OF AN UNDEVELOPED PORTION OF W. 8TH STREET TO WILLIAM
M. BIGGS AND WILLIAM J. BIGGS**

WHEREAS, the Town Council of the Town of Front Royal, Virginia, adopted a Resolution on May 23, 2005, after first conducting a duly advertised Public Hearing, as required by law, which authorized the, then, Mayor to execute a Quitclaim Deed to William M. Biggs and William J. Biggs (hereinafter "Biggs"), as tenants in common, for a portion of West 8th Street in said Town, measuring approximately 9,000 square feet, less and except a 20-foot wide easement for a sewer line, in exchange for the payment of the sum of \$30,000.00, and the conveyance by Biggs of an 1,860 square foot right-of-way at the intersection of Shenandoah Avenue and Kendrick Lane; and,

WHEREAS, said Resolution contained an additional requirement for Biggs to open an undeveloped alley that leads to 9th Street, as part of the consideration for the Town's Quitclaim Deed aforesaid, but an examination of the Minutes of the Meeting of May 23, 2005, clearly shows that Council voted to delete such a requirement from the arrangement as a result of the comments received from the public during the aforesaid Public Hearing, and that the resulting Resolution was, therefore, in error; and,

WHEREAS, the said Council now desires to reaffirm all portions of the aforesaid Resolution and to direct and authorize the Town's present Mayor to execute and deliver the aforesaid Quitclaim Deed in exchange for the payment described above and the conveyance described above, but deleting any and all references to any requirement that Biggs open any alley, developed or undeveloped, anywhere within the said Town.

NOW, THEREFORE, BE IT, HEREBY, RESOLVED by the Town Council of the Town of Front Royal, Virginia, that the said Resolution of May 23, 2005, is, hereby, reaffirmed in all particulars, **EXCEPT THAT** the said William M. Biggs and William J. Biggs are, in no way, required to open any undeveloped alley anywhere within the said Town; **AND BE IT, FURTHER, RESOLVED** that Eugene R. Tewalt, Mayor, is hereby authorized to execute and deliver, on behalf of the Town, the aforesaid Quitclaim Deed, and to execute, on behalf of the Town, as evidence of its acceptance of the conveyance, a Deed from the said William M. and William J. Biggs for the 1,860 square-foot right-of-way at the intersection of Shenandoah Avenue and Kendrick Lane, as aforesaid, all of this to be done upon delivery of the said sum and delivery of the said right-of-way Deed.

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on August _____, 2009, upon the following recorded vote:

Thomas E. Conkey
Bret W. Hrbek
Thomas H. Sayre

Yes/No
Yes/No
Yes/No

Chris W. Holloway Yes/No
Carson C. Lauder Yes/No
N. Shae Parker Yes/No

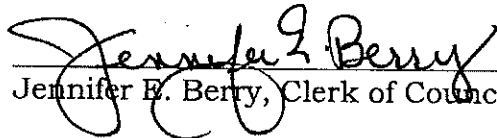
APPROVED:



~~Eugene R. Tewalt, Mayor~~

Bret W. Hrbek, Vice Mayor

ATTEST:



Jennifer E. Berry, Clerk of Council

Approved as to form and legality:



Thomas R. Robinett, Town Attorney

Date: 8 / 11 / 09

*CONFIDENTIAL: PROTECTED BY ATTORNEY/CLIENT PRIVILEGE
EXEMPT FROM DISCLOSURE UNDER F.O.I.A.*

MEMORANDUM

**TO: STEVEN M. BURKE, PE
SUE MCINTOSH, RISK MANAGER**

CC: TIMOTHY W. DARR, MAYOR

FROM: DOUGLAS W. NAPIER, TOWN ATTORNEY

DATE: JULY 20, 2015

RE: WILLIAM BIGGS FENCE CLAIM

William Biggs has filed a claim with the Town for \$2,586.53 in property damages. The claim arose on an Old Virginia lot that Mr. Biggs owns, where a fence was removed and damaged from the installation of a storm sewer on his parking lot in 2010. The information and paperwork I have on this are somewhat sketchy, but it seems that the Town used Key Construction, Inc. to install the storm sewer. Mr. Biggs states that this happened when Michael Graham was Town Manager. It seems that sometime after the damage occurred, Mr. Biggs contacted Key Construction about the damage. Charlie Williams of Key Construction in turn sent an e-mail to Steve Burke, who I assume at the time was Director of Environmental Services, who informed Mr. Burke that Key Construction had been unaware it had damaged the fence until contacted by Mr. Biggs over a year later, and that when Mr. Williams attempted to call Mr. Biggs to speak to him about the situation, Mr. Biggs told him that it was not a convenient time for him and to call back later. Mr. Williams informed Mr. Burke that he was somewhat concerned that this issue was first raised more than a year after completion of the storm sewer project. The Town did not receive any more information of this issue until the Town Attorney was contacted by B.J. Biggs on behalf of William Biggs late this spring.

The information I have on this is attached. It consists of a copy of an e-mail from Sue McIntosh, the Town's Risk manager, to Jennifer McDonald, of the EDA, dated December 29, 2014; a copy of an e-mail dated September 23, 2010, which a hand-written note at the bottom (I assume written by Mr. Biggs), from Sue Riner (-Biggs) to "markhart"; a copy of a follow-up e-mail from Sue Riner (-Biggs to "markhart" dated June 7, 2011; fan estimate to repair the damage

to fence and gates for \$2,586.53, on the letterhead of William J. Biggs Construction; and Acord Certificate of Liability Insurance, wherein the Town is listed as Certificate Holder.

The claim against the Town appears to be barred by operation of **Va. Code § 15.2-209.**

Notice to be given to counties, cities, and towns of tort claims for damages. —

- A. *Every claim cognizable against any county, city, or town for negligence shall be forever barred unless the claimant or his agent, attorney, or representative has filed a written statement of the nature of the claim, which includes the time and place at which the injury is alleged to have occurred, within six months after such cause of action accrued.*

This claim is also likely barred by the general statute of limitations.

However, these statutes do not mean that the Town, if Town Council so chose, could not recognize the claim as a moral obligation on the part of the Town. Because the Town would have a defense of these two different statutes of limitation, I have my doubts that VML would chose to pay the claim. However, I certainly cannot speak to that without VML seeing the claim.

I would anticipate that the route to be taken on this claim would be a submission to Key Construction and/or its liability carriers, if no luck there, then a submission to VML; and should VML decline to pay the claim, a submission of the claim to Town Council.

Jennifer

To: Sue McIntosh
Subject: RE: Bill Biggs

From: Sue McIntosh [<mailto:smcintosh@frontroyalva.com>]
Sent: Monday, December 29, 2014 2:13 PM
To: Jennifer
Subject: Bill Biggs

Jennifer,

I did some research and found that on 2/3/10, Steve Burke had sent an email to the construction company that did the work there, KEY-CONSTRUCTION, relaying that the Town received a claim from William Biggs owner of the Old Virginia lot where a fence was removed and damaged from installation of the stormsewer through his parking lot and asked them to contact Mr. Biggs. Steve in turn received an email back from Charlie Williams of Key-Construction stating that he contacted Mr. Biggs and was told that he (Mr. Biggs) would call Mr. Williams back at a more convenient time for him (Mr. Biggs). Mr. Williams did state in email that they were unaware of any damages they may have caused to any fencing and he was somewhat concerned that this issue is raised over a year after completion. The Town did not receive any more information of this issue.

Hope this helps,
Thanks,
Sue

*Sue McIntosh
Town of Front Royal, VA
Risk Management/Human Resources
Office: 540-631-2736
Fax: 540-631-9006
smcintosh@frontroyalva.com*

The information in this email and any attachments may be confidential and privileged. Access to this email by anyone other than the intended addressee is unauthorized. If you are not the intended recipient (or the employee or agent responsible for delivering this information to the intended recipient), please notify the sender by reply email and immediately delete this email and any copies from your computer and/or storage system. The sender does not authorize the use, distribution, disclosure or reproduction of this email (or any part of its contents) by anyone other than the intended recipient(s). No representation is made that this email and any attachments are free of viruses. Virus scanning is recommended and is the responsibility of the recipient.

Sue Riner

From: Sue Riner [riner1@earthlink.net]
Sent: Thursday, September 23, 2010 1:29 PM
To: 'markhart@cuna.com'
Subject: Old Virginia Industrial Park

Mark,

We talked about a month ago reference claim #26624703756 for the Old Virginia Industrial Park for an outstanding claim of \$2,586.23 for property damage caused by Key Construction, a contractor for the Town of Front Royal.

Please give me a call at 540 635-0295 as soon as possible to resolve this.

Thanks,
Sue Riner

LSH Needs
Also owe \$ ~~2586~~ ²⁵⁸⁶ for Fence They Tored down
on side by Trees and Back side \$ ~~2586~~ ²⁵⁸⁶.00 AS Old
Virginia had to replace

Sue Riner

From: Sue Riner [riner1@earthlink.net]
Sent: Tuesday, June 07, 2011 9:35 AM
To: 'markhart@cuna.com'
Subject: FW: Old Virginia Industrial Park

Mark,

We have never received a check. Can you please follow up and let me know what is going on?
Best regards, sue

From: Sue Riner [mailto:riner1@earthlink.net]
Sent: Thursday, September 23, 2010 1:29 PM
To: 'markhart@cuna.com'
Subject: Old Virginia Industrial Park

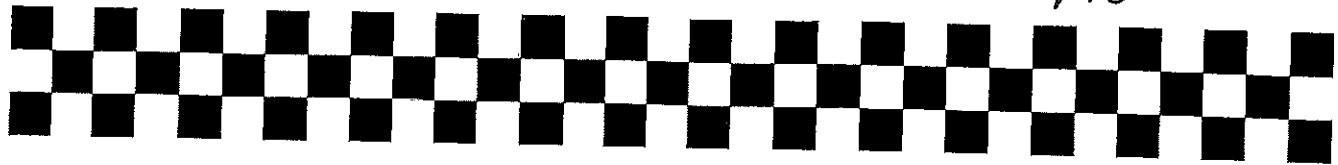
Mark,

We talked about a month ago reference claim #26624703756 for the Old Virginia Industrial Park for an outstanding claim of \$2,586.23 for property damage caused by Key Construction, a contractor for the Town of Front Royal.

Please give me a call at 540 635-0295 as soon as possible to resolve this.

Thanks,
Sue Riner

636-1475



**WILLIAM J. BIGGS
CONSTRUCTION**

500 East Main Street
Front Royal, VA 22630

Cell: (540) 660-2463
Office: (540) 636-3454

Subject: Estimate for Old Virginia Project

Job Description:

Replace fence that was removed for the Town's storm drain project for Royal Village as requested by Gary Burke. This is our estimate to repair damage to fence and gates. We rent this lot for \$500 per month and are in the process of leasing this lot.

Materials:	\$1,236.53
Equipment rental:	\$ 150.00
Labor:	\$1,200.00
Total:	\$2,586.53

We are able to begin work immediately.

Thanks,

William J. Biggs

540 660-2463

February 2, 2010

STEVE Burke

T.F.R.

TOWNSHIP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2008

PRODUCER Phone: 434-237-8036 Fax: 434-237-8011
 Rutherford
 P.O. Box 12748
 Roanoke VA 24028

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Key Construction, Inc.
 Key Constructors, Inc.; D. W. Lyle Corporation
 P O Box 698
 Clarksville VA 23927

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: National Fire Insurance Hartfo

INSURER B: Continental Insurance Company

INSURER C: Valley Forge Insurance Compan 20508

INSURER D: Arch Specialty Insurance Comp

INSURER E:

COVERAGES THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	2094585531	3/11/2008	3/1/2009	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	2094585545	3/11/2008	3/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$10,000	00EXU0022001206	3/11/2008	3/1/2009	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2094585514	3/11/2008	3/1/2009	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Royal Village Improvements - Storm Sewer Construction.

The Certificate Holder is included as Additional Insured under the General Liability and Designated Insured under the Automobile Liability as respects to work performed by the insured for the referenced job as required by written contract. Umbrella coverage is following form.

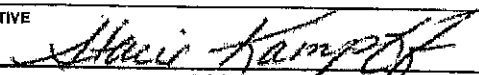
CERTIFICATE HOLDER

The Town of Front Royal, VA
 Attn: Director of Environmental Services
 P O Box 1560
 Front Royal VA 22630

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



5



Town of Front Royal, Virginia Work Session Agenda Form

Date: September 5, 2017

Agenda Item: Request to Revise Policy for Town Fixed Video Equipment in Public Areas

Summary: Town Council approved a Resolution on July 11, 2016 pertaining to enacting a policy for Town Fixed Video Equipment in Public Areas. Since this time Town Staff has realized that two revisions are warranted to the policy: 1) give the Town Manager the authority to give others, as he deems necessary, permission to view video recordings. Currently the policy states that no one can view a recording without a court order or without legitimate purpose directly related to an investigation by law enforcement of a reported criminal incident (#7). Another revision will also give the Town Manager the authority to place fixed video equipment in other Town buildings for monitoring as he deems necessary. (#10). The policy currently states that personnel at the Water Treatment Plant, Wastewater Treatment Plant and Energy Services Department are the only departments permitted to monitor their facility.

Council Discussion: Council is requested to consider the revisions as presented.

Staff Evaluation: None

Budget/Funding: The Director of Finance will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: None

Town Manager Recommendation: Town Manager will be available

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)



Town of Front Royal, Virginia

**RESOLUTION
POLICY FOR
TOWN FIXED VIDEO EQUIPMENT
IN PUBLIC AREAS**

WHEREAS, the Town of Front Royal recognizes that the use of fixed video recording equipment in public areas is a visual deterrent for criminal behavior and is a tool for our Police Department to investigate criminal incidents that occur in public places; and,

WHEREAS, the Town recognizes the concern of the public that a policy be established for the installation, use, and maintenance of these fixed video recording devices; and,

WHEREAS, the Town Council desires that the policy for Town fixed video equipment in public areas be expressly documented;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Front Royal, Virginia hereby establish the policy for the Town's use of fixed video recording equipment in public areas to be administered by the Town Manager.

Fixed Video Equipment in Public Places

1. The Town Manager may authorize installation of fixed video equipment and recording systems within Town buildings as a visual deterrent of criminal behavior and for the protection of Town employees, the public, and Town assets. In implementing these video camera systems, the Town Manager will ensure compliance with federal, state, and local laws and rules governing such use. The Town Manager will also ensure compliance with the regulations established in this Chapter.
2. The Town Council may authorize installation of fixed video equipment and recording systems within Town owned public areas for frequent assembly of large groups of individuals to promote a safe environment by deterring acts of theft, vandalism, harassment and/or assault. This authorization shall not extend to public streets, sidewalks, or trails. In implementing these video camera systems, the Town Manager will ensure compliance with federal, state, and local laws and rules governing such use. The Town Manager will also ensure compliance with the regulations established in this Chapter.
3. Installation of fixed video equipment and recording systems shall be focused on public areas and shall include the placement of notice to the public that such systems are in use. Placement of notification shall be of sufficient size and number that is reasonable to the Town Manager to ensure adequate communication of the use of such systems.
4. Installation of fixed video equipment not specifically identified in this Chapter shall require approval from the Town Council.
5. Access to the fixed video equipment and recording systems shall be limited to the Town's IT Department. The IT Department personnel shall only access the recordings upon request from the Police Department following a criminal incident or during maintenance of the system. Personnel shall maintain a log of events in which the system is accessed that, at a minimum, shall include the names of the individuals, date, time, and reason for access.
6. All fixed video equipment systems shall overwrite video data within two weeks of recording, unless otherwise retrieved for legitimate law enforcement investigator purposes. All video recordings retrieved and transmitted to the Police Department shall be subject to the Department's policies and regulations.
7. No Town employee or other person, without a court order, shall be permitted to view, continually watch, search, copy, disseminate, or otherwise use the Town's video recordings, **except 1)** without a specific

- legitimate purpose directly related to the legitimate investigation by a law enforcement agency of a reported criminal incident, ~~and~~ **or** 2) express prior permission from the Town Manager.
8. Any employee who becomes aware of any unauthorized access or use of a video record in contradiction of this Chapter and/or a potential privacy breach has the responsibility to ensure that the Town Manager is immediately informed of such a breach. The Town Manager shall investigate and address all incidents and issue the appropriate disciplinary action. The Town Manager shall advise Town Council of any such breach.
 9. Nothing in this Chapter shall prohibit the Police Department's use of video recordings from other sources (in-car, bodycams, private videos, etc.) to investigate criminal activity, nor shall it apply to the use of surveillance monitoring by a law enforcement agency engaged in a legitimate criminal investigation. The Police Department can continue to monitor the video cameras associated with access to their secure building and to their parking lots.
 10. Nothing in the Chapter shall prohibit personnel at the Water Treatment Plant, Wastewater Treatment Plant, ~~or~~ Energy Services **Department or any other Town buildings as deemed necessary by the Town Manager,** to monitor the video cameras associated with access to secure buildings or sites associated with the provision of utility service to our citizens.

APPROVED:

Hollis L. Tharpe, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS RESOLUTION was approved as revised at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2017 upon the following recorded vote:

William A. Sealock	<u>Yes/No</u>	Gary L. Gillispie	<u>Yes/No</u>
Eugene R. Tewalt	<u>Yes/No</u>	Jacob L. Meza	<u>Yes/No</u>
John P. Connolly	<u>Yes/No</u>	Christopher S. Morrison	<u>Yes/No</u>

Approved as to Form and Legality:

Douglas W. Napier, Town Attorney

Dated: _____

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Town of Front Royal, Virginia Work Session Agenda Form

Date: September 5, 2017

Agenda Item: Liaison Committee Meeting Items for September 21, 2017

Summary: The next Liaison Committee Meeting is scheduled for September 21, 2017. The last meeting agenda is attached. At the August 7, 2017 Work Session Council suggested that the MOA for the Front Royal-Warren County Joint Tourism Committee be added to the next Liaison Committee Agenda.

Council Discussion: Council takes desired action

Staff Evaluation: None

Budget/Funding: None

Legal Evaluation: Town Attorney will be available for questions or concerns

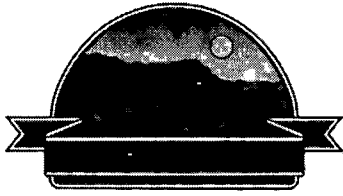
Staff Recommendations: None

Town Manager Recommendation: Town Manager will be available for questions

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____ (Aye) ____ (Nay)



AGENDA

TOWN/COUNTY LIAISON COMMITTEE MEETING

Warren County Government Center

July 20, 2017

6:00 PM



- **Call to Order – Linda P. Glavis, Chair of the Warren County Board of Supervisors**
 - 1) **Development Review Committee – Doug Stanley**
 - 2) **Avtex Property Main Street Extension – Joe Waltz**
 - 3) **Wastewater Treatment Plant/Septage Receiving Facility – Joe Waltz**
 - 4) **Consideration of Joint Towing Board – Doug Stanley**
 - 5) **McKay Property Update – Jennifer McDonald**
 - 6) **Building Inspections Software – Doug Stanley**
 - 7) **Warren County's In-Town Projects – Doug Stanley**
 - 8) **Leach Run Parkway Project – Doug Stanley**
 - 9) **Tethering of Dogs in Extreme Weather – Doug Stanley**
 - 10) **Electrical Outlets at County Soccer Facilities – Doug Stanley**
- **Adjournment**

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