



AGENDA

Board of Supervisors Meeting

February 2, 2021

9:00 AM

Moment of Silence

- A. Call to Order and Pledge of Allegiance of the United States of America
- B. Adoption of Agenda – Additions or Deletions
- C. Public Comment Period (60 Minute Time Limit)
- D. Report – Virginia Department of Transportation – Ed Carter
- E. Report – Department of Social Services – Jon Martz
- F. Report – Economic Development Authority – Doug Parsons
- G. Report – Virginia Cooperative Extension Office – Corey Childs
- H. Reports – Board Members, Interim County Administrator, Interim County Attorney

NEW BUSINESS

- I. Consent Agenda
 - 1. Authorization to Advertise for Public Hearing – Entering into an Option Agreement for the Disposition of Publicly Held Real Property – Jason Ham
 - 2. Authorization to Advertise for Public Hearing – Sale of County-Owned Property Located at the Corner of Route 340/522 and Reliance Road – Doug Parsons
 - 3. Authorization to Advertise for Public Hearing – Ordinance to Amend and Re-Ordain Section 82-4 of the Warren County Code to have Shannon Woods Sanitary District be Authorized to Apply a Construction Road Use Fee – Caitlin Jordan
 - 4. Authorization to Advertise for Public Hearing – Approval of Easement to the Town of Front Royal, Virginia for the Installation of Water Mains – Caitlin Jordan
 - 5. Authorization to Advertise for Public Hearing – Ordinance to Vacate Unimproved Right-of-Ways in the Elias Herr Lots in Limeton – Taryn Logan
 - 6. Coyote Bounty – \$50.00 Each – Animal Control
 - a. Michael Mitchell (1)
 - b. Tyler Poe (2)

- J. Closed Session – Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act for Consultation with Legal Counsel Pertaining to Actual or Probable Litigation and Consultation with Legal Counsel for the Provision of Legal Advice re: Economic Development Authority Matters
- K. Additional New Business (If needed)
- L. Adjournment

- - -

WORK SESSION

- A. Discussion – Virginia Department of Transportation Secondary Six-Year Plan and the 2035 Small Urban Area Transportation Study (SUATS) – Ed Carter
- B. Discussion – 2021 Board Goals – Ed Daley
- C. Adjournment

Maintenance:

- Conducted shoulder repairs on various routes throughout the County and plan to continue this month
- Moisture content usually prohibits grading operations this time of year, however, the weather has allowed VDOT to grade various non-hard surfaced roads in January and will continue this month as weather allows; VDOT is expecting this recent weather event to limit this function
- Performed brush cutting on Route 626 (Andrews Road) and Route 667 (Mitchell Drive); will be moving to other routes this month
- Cleaned ditches on various routes and picked up 230 bags of trash collected by the corrections crew along Routes 340 and 613

Board Issues:

- Rockland Road Railroad Crossing – Worked with County Emergency operations during recent train derailment in Hagerstown, Maryland that block crossings in Warren County
- Speed Differential on Downing Farm Road – 30 vs. 35 MPH is currently being reviewed with Traffic Engineering

ALICE and Warren County

Report prepared and submitted by the Warren County
Department of Social Services



Who is ALICE?

- ALICE, an acronym for Asset Limited, Income Constrained, Employed, is a new way of defining and understanding the struggles of households that earn above the Federal Poverty Level, but not enough to afford a bare-bones household budget.
- For many families, the cost of living outpaces what they earn. These households struggle to manage even their most basic needs - housing, food, transportation, child care, health care, and necessary technology.
- When funds run short, cash-strapped households are forced to make impossible choices, such as deciding between quality child care or paying the rent, filling a prescription or fixing the car. These short-term decisions have long-term consequences not only for ALICE families, but for all of us.



ALICE is an acronym for **A**sset **L**imited, **I**ncome **C**onstrained, **E**mployed — households that earn more than the Federal Poverty Level, but less than the basic cost of living for the county

Warren County	2018 Point-in-Time-Data
Population	39,449
Number of Households	14,379
Median Household Income	\$68,189 (state average: \$72,577)
Unemployment Rate	6.1% (state average: 4.2%)
ALICE Households	24% (state average: 29%)
Households in Poverty	9% (state average: 10%)

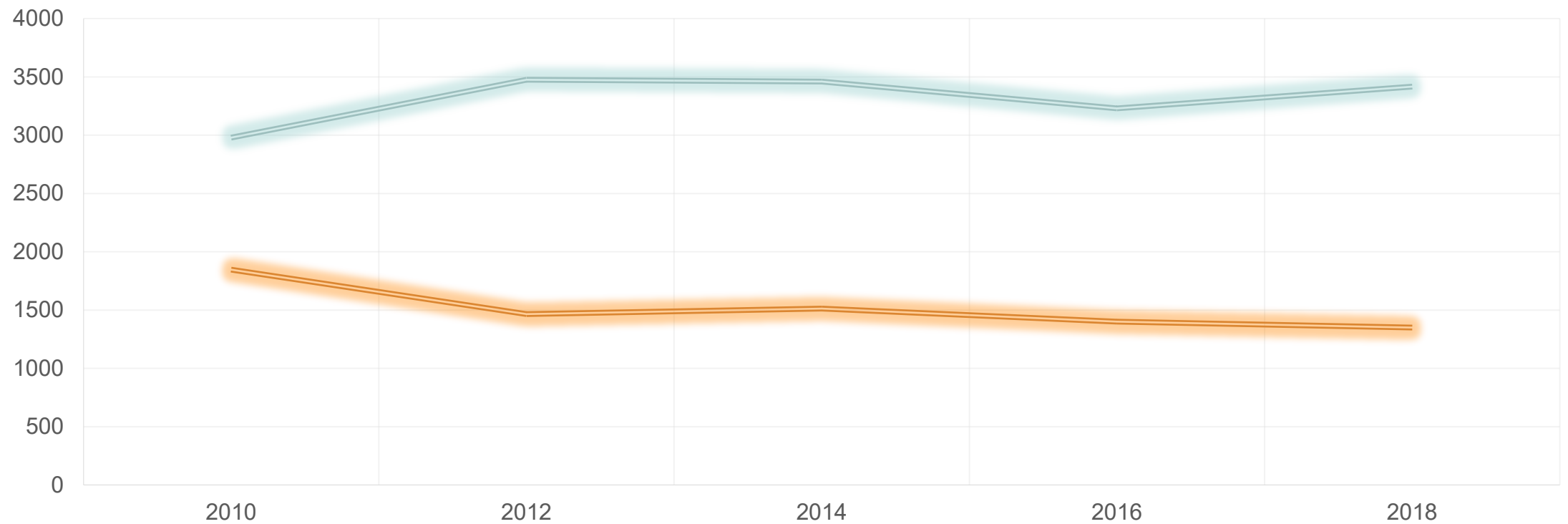
Source: American Community Survey 2018



How has the number of ALICE Households changed over time?

WARREN COUNTY

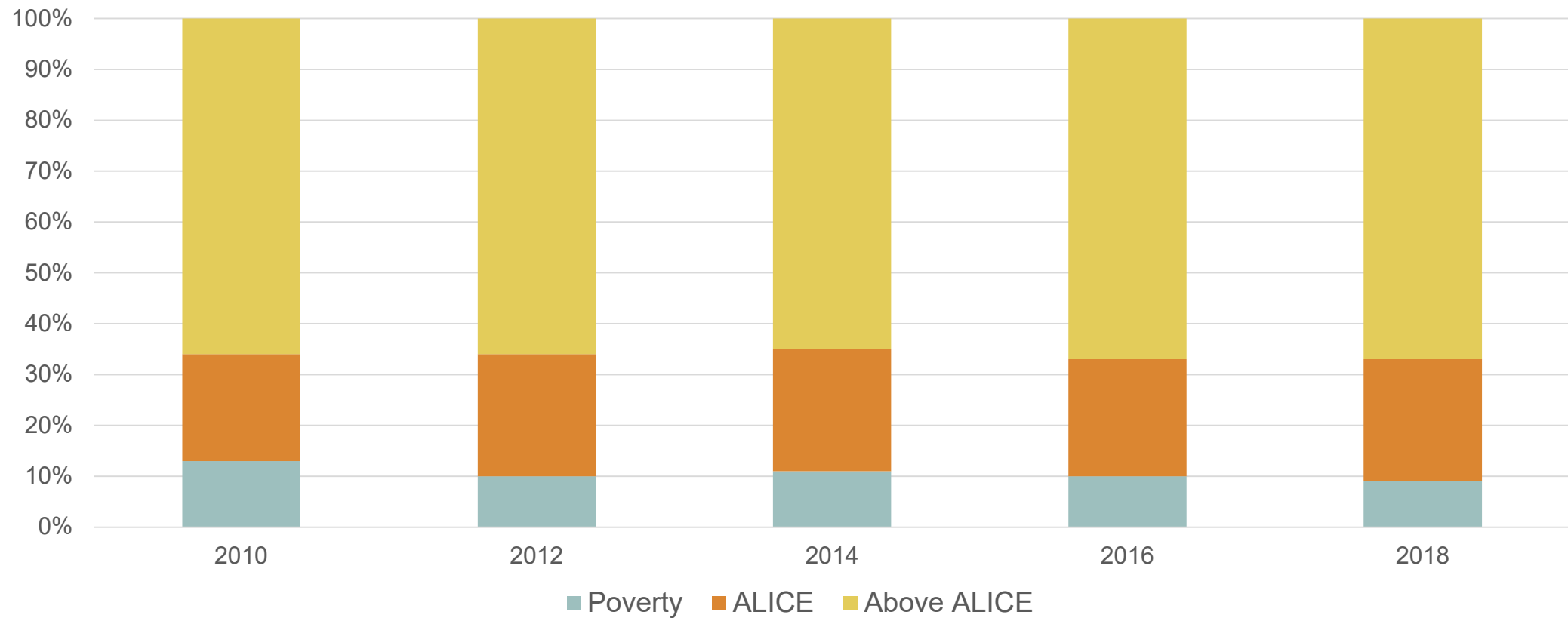
— ALICE — Poverty



Source: American Community Survey 2018



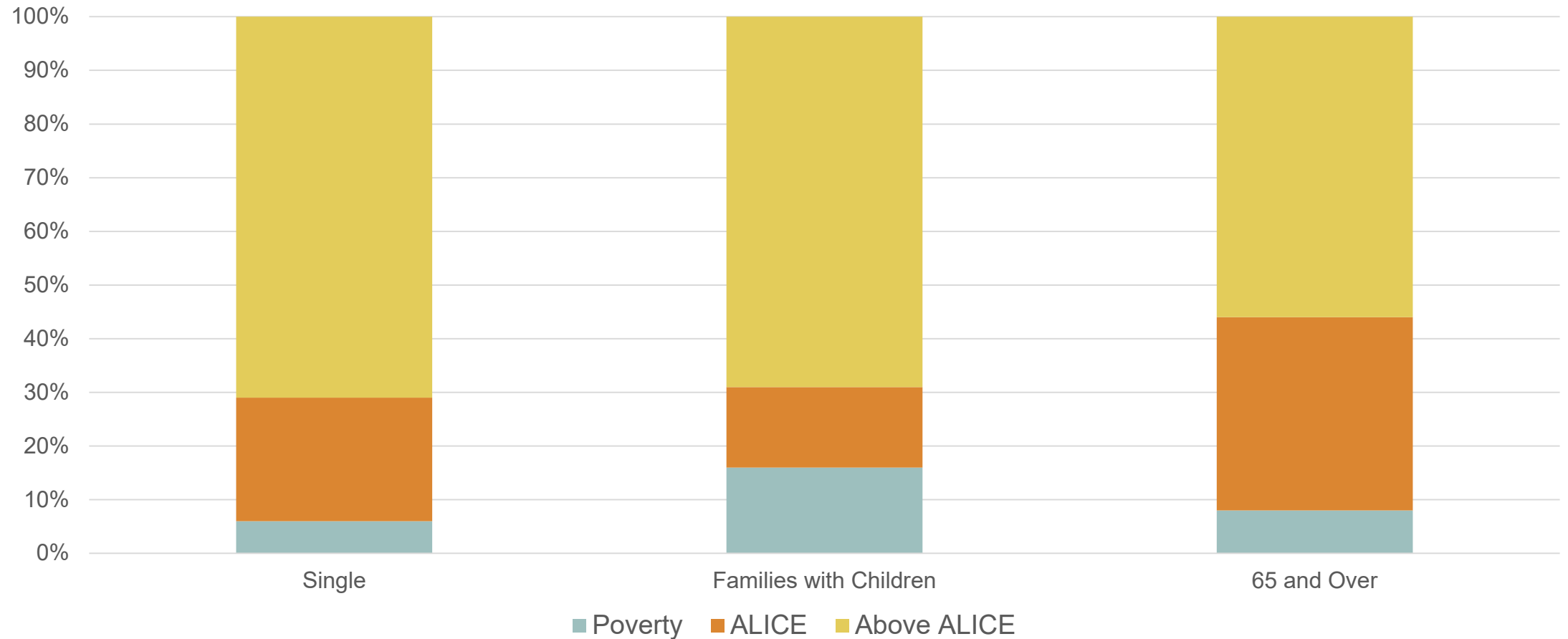
ALICE 2010-2018



Source: American Community Survey, 2007-2018



What Types of Households Are Struggling?



Source: American Community Survey, 2007-2018

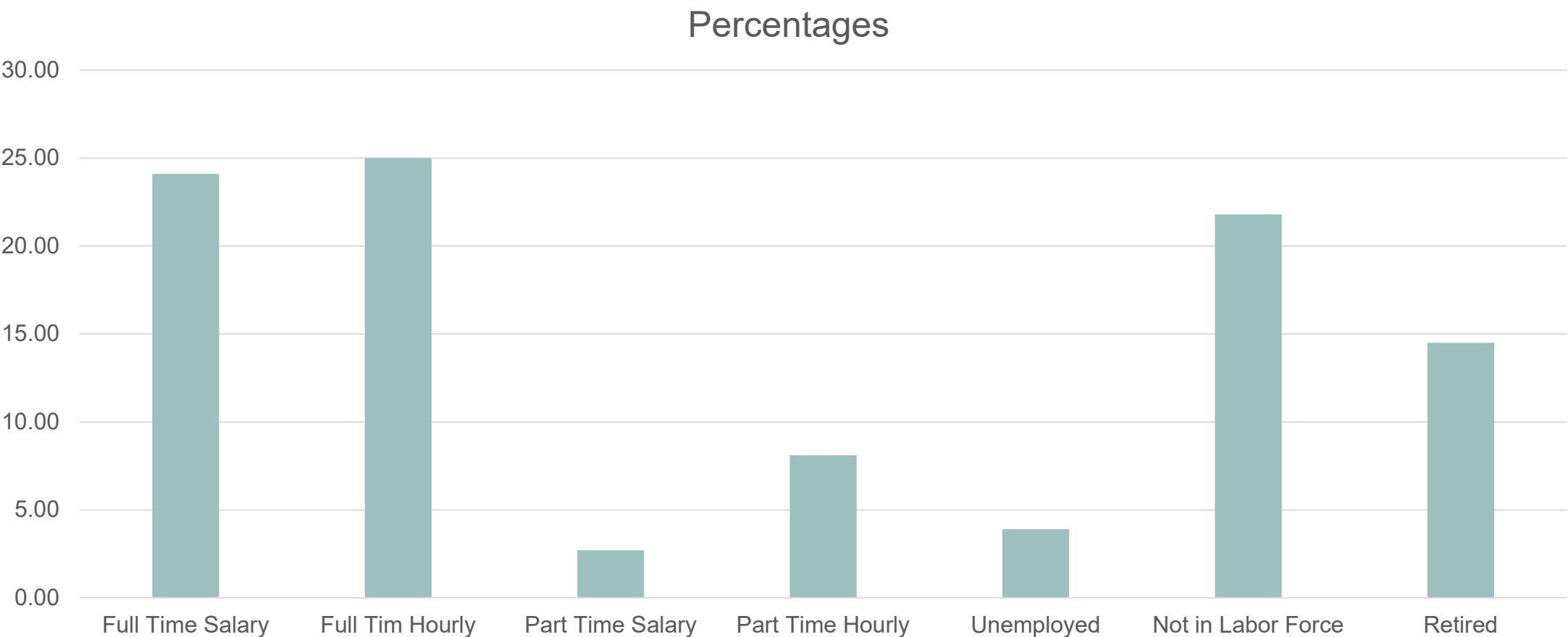


The Household Survival Budget reflects the bare minimum cost to live and work in the modern economy.

	Single Adult	Two Adults	Two Adults – Two School Age Children	Two Adults – Two in Child Care	Single Senior	Two Seniors
Housing	\$764	\$770	\$1,024	\$1,024	\$764	\$770
Child Care	\$0	\$0	\$391	\$1,104	\$0	\$0
Food	\$262	\$544	\$909	\$794	\$223	\$464
Transportation	\$325	\$497	\$794	\$794	\$279	\$405
Health Care	\$230	\$515	\$877	\$877	\$470	\$940
Technology	\$55	\$75	\$75	\$75	\$55	\$75
Miscellaneous	\$200	\$291	\$472	\$552	\$216	\$317
Taxes	\$363	\$511	\$654	\$856	\$372	\$514
Monthly Total	\$2,199	\$3,203	\$5,196	\$6,076	\$2,379	\$3,485
Annual Total	\$26,388	\$38,436	\$62,352	\$72,912	\$28,548	\$41,820
Hourly Wage	\$13.19	\$19.22	\$31.18	\$36.46	\$14.27	\$20.91



Labor Status – Warren County



Source: American Community Survey, 2018; Federal Reserve Bank of St. Louis, 2018



Front Royal/Warren County Economic Development Authority

Board of Supervisors Report

February 2, 2021

To: The Honorable Cheryl Cullers and Members of the Warren County Board of Supervisors

From: Doug Parsons, Executive Director

Subject: Front Royal/Warren County Economic Development Authority Executive Director's report

Date: February 2, 2021

1. Audits:

Our accountant, Carolyn Stimmel has reviewed the Leach Run Parkway numbers provided by Brown Edwards and has suggested minor adjustments. She has also reconciled this project to the County's audit and is recommending adjustments to that number as well. Carolyn is also working to tie in the other past projects, which won't be nearly as complex as Leach Run Parkway.

2. Website:

The Board of Directors is reviewing our new website for additions or edits. I'm glad to forward you the link and password so the Board of Supervisors can review it as well for suggestions before we go live.

3. WCEDA Owned Properties:

The new sump pumps have been installed at 400 Kendrick Lane and worked well during the heavy rains at Christmas. We're working to shut off the water supply and heat to the parts of the building currently unrented to save substantial money in utility costs.

4. Silent Falcon

We continue to work with Silent Falcon to get them settled in Warren County. They are looking for high school and college students that are interested in becoming UAV pilots and I've reached out to Dr. Ballenger, the Superintendent of the Warren County Public Schools and Lord Fairfax Community College to work on this initiative. We continue to work toward renovating the hangar and to seek office space for the company. We've identified several possibilities in Front Royal and Warren County.

5. Prospects:

We're working on three new projects, one for the Avtex site and two for Stephens Industrial Park. I can discuss these as well as other ongoing projects in more detail in closed session if you like.

6. VEDP Business Ready Sites Program:

We are waiting on the State GO VA Board to vote for approval of the regional application that includes Stephens Industrial Park for money to complete due diligence items for our property.

Stephens is the highest ranked site of the six included in this application in the Shenandoah Valley.

7. **Collaborative Efforts:** We've been working with our neighbors in Clarke, Frederick, Page and Shenandoah Counties on a Regional Talent Attraction Website designed to attract educated, talented workers to the northern Shenandoah Valley. The group is asking us for \$1,000 toward this effort and our Board is considering this request.
8. **Leach Run Parkway:**
Carolyn Stimmel and B.J. Wilson continue to make progress on reconciling financial records on the Leach Run Parkway project. Carolyn estimates they are about 85% done with that work.

I've reached out to our engineers and VDOT to work toward closing out the project. The EDA will need to transfer rights of way for certain parcels or portions of parcels that are under Leach Run to the Town for the road to be accepted into the Urban Maintenance Program. We will work cooperatively with VDOT and the Town to complete this work over the next few weeks.



Warren County Quarterly Reports to the

Warren County Board of Supervisors

October to December 2020

Program Areas Serving the Citizens of Warren County:

Agriculture and Natural Resources:

- Livestock: Corey Childs, cchilds@vt.edu, 540/635-4549
- Horticulture: Mark Sutphin, mark.sutphin@vt.edu, 540/665-5699
- Crop and Soil Science: Robert Clark, raclark@vt.edu, 540/459-6140

Family and Consumer Sciences:

- Family Financial Management: Karen Poff, kpoff@vt.edu, 540/635-4549
- Food, Nutrition, and Health: Vanessa Santiago, vsantiago@vt.edu, 540/665-5699
- SNAP-Ed Extension Agent: Molly Beardslee, mollykb@vt.edu, 540/778-5794

4-H Youth Development:

- 4-H: Stacy Swain, hstacy@vt.edu, 540/ 635-4549

Agriculture & Natural Resources: Livestock
Corey Childs, Extension Agent
540/635-4549; cchilds@vt.edu
Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties



Programs: October 1 – December 31, 2020

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah, and Warren):

Shenandoah, and Warren):

- Provided technical educational support to the Virginia Junior Youth Livestock Program held during the State Fair of Virginia. This included facilitation of the Stockman's and Premier Exhibitor program and serving as Assistant Superintendent of the Youth Sheep and Goat shows. 160 youth participants.
- Administer the on-line Private and Commercial Pesticide License Recertification:
 - Participants from the Northern Shenandoah Valley received pest management training and recertification by enrolling in a on line series of educational videos, testing and certification.
- Represent VCE while serving as Director to the Lord Fairfax Soil and Water Conservation District.
 - Serve as Chair of the Conservation Technical Committee.
 - Also, serve as a member of the Resource Management Subcommittee.
 - Attended a total of seven virtual meetings.
- Served as organizer and Sale Co-Chairman for the Virtual Virginia Bred Ewe and Lamb Sale.
 - 13 producers consigned 24 head of bred commercial ewes that sold for an average of \$688 per head. (increase of \$108 per head over 2019) and sold into 9 states
- Provided organizational support and facilitation to the State graded Sheep and Goat Sale for 26 participating producers who marketed 326 sheep and goats.
- Ensuring Safe Drinking Water through the Virginia Household Water Quality Program
 - 182 households tested 219 wells and private water supplies for 14 parameters through the five Virginia Household Water Quality Program events that were offered in Clarke, Frederick, Page, Shenandoah, and Warren.
- Presented Goat Marketing and Farm Business Planning presentations for North Carolina and Georgia Extension Units.
- Planning and Development team for the Northern District Forestry and Wildlife Bus Tour
- Collaborated with the Northern District Program Leadership Team to conduct District wide Elements Reporting training and ANR Agents Fall Retreat and Update.
- Program Development Institute, State team member and presenter
- Attended VCE Northern District Fall Conference.
- Developed the NSV Livestock E-Update Newsletter and maintained the Northern Shenandoah Valley Agriculture and Natural Resources Blog and social networking presence.
- Developed enterprise budgets and/or ration formulations for 4 livestock producers.
- Responded to producer informational or other educational needs on animal health, livestock, production, forages, and marketing issues as requested.
- Serve as a member of the Farm Management Committee with MARE/Clermont Farm.
- As Unit Coordinator, work with UAA to manage the office finances and ensure accurate accounting, personnel management, and timely reporting to both local and state funding partners.
- Collaborate with all unit staff to ensure that all activities comply with all federal civil rights requirements.
- Developed enterprise budgets, ration formulations or provided business analysis for 14 livestock producers.
- Collaborated with Warren Master Gardener volunteer staff to responded to 31 requests from local home and property owners requesting diagnostic and technical recommendations relating to:
 - Insect identification and control



- Plant identification
- Ornamental Disease control

Media

- Co-maintain four Facebook pages: Northern Shenandoah Valley Agriculture and Natural Resources – 561,755 educational contacts reached in 2020 (<https://www.facebook.com/VCE-Northern-Shenandoah-Valley-Agriculture-and-Natural-Resources-183932085102951/>); VCE-Clarke County – 33,076 educational contacts reached in 2020 <https://www.facebook.com/VCEClarke>, Virginia Sheep and Goats – 22,929 contacts reached in 2020 <https://www.facebook.com/Virginia-Sheep-And-Goat-Producers-235422895132> Graze 300 Virginia- 18,929 contacts reached in 2020 <https://www.facebook.com/Graze300Virginia>
- Managed Informational on-line Blog - Virginia Cooperative Extension <http://vacoopext.blogspot.com/>
 - Your stop for Clarke, Frederick, Page, Shenandoah, and Warren agriculture and natural resource education
- Managed <https://www.facebook.com/pages/VCE-Northern-Shenandoah-Valley-Agriculture-and-Natural-Resources> a resource for residents and landowners to keep up with upcoming Extension events and activities 3,201 contacts in 2020.
- Interviewed by 95.3 The River for The Valley Today – December 28, 2020 Byline: Backyard Poultry

Professional Development

- Northern District Conference Fall 1 day
- Engaging a Virtual Audience
- Freedom of Information Act
- Animal Science Updates (5)
- Farm Business Management program training

Client Contacts/Farm Visits

- 22 Pest Management Contacts
- 1102 Livestock/Health/Marketing/Forage Management Contacts
- Site Visits: 21
- Total program contacts: 516

Other Activities

- Serve as VCE-Warren Unit Coordinator
- Liaison for the Emergency Covid Emergency Response Leadership Team
- Serve as Educational Advisor to Blue Ridge Cattleman's Association
- Serve on Educational Advisor to Old Dominion Livestock Association
- Virginia Sheep Producers Board member, Seedstock
- Clarke and Frederick County Public Schools, CTE Committee
- Clermont Foundation, Farm Board

Family & Consumer Sciences: Family Financial Management
Karen Poff, Senior Extension Agent
540/635-4549; kpoff@vt.edu
Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties



Programs: October 1 - December 31, 2020

Educational Presentations/Programs (Up to 2 ½ Hours)

Coping with a Money Crunch Webinar (4 Webinars, 2 Hours Each) – All Counties

Drinking Water Clinics (Kit Distribution, Kick-off Meetings, Sample Collection) – Team Effort in All Counties – Lead Agent in Page County and Assisted in Warren County

Preparing for Employment: Money Management Zoom Presentation for Special Education Students – All Counties

Extended Learning Programs (In-Depth or Multiple Sessions)

None

Exhibits/Displays/Brief Community Presentations

“Your Financial Questions & Answers” Exhibit at the Hispanic/Latinx Health and Resources Fair – Frederick County

The Valley Today Radio Interview (WFTR Interview), “Financial Questions & Answers” – All Counties

Additional Accomplishments

Financial Mentoring (2 Meetings) – Warren County

Pressure Canner Testing – Frederick and Warren Counties

Networking Meetings (7 Meetings) – All Counties

Planning Meetings (20 Meetings) – All Counties and State Teams

Virginia Department of Education Independent Living Curriculum Review Team

Professional Development

Professional Development Webinars on Various Topics (17 Webinars))

COVID-19 Specific Meetings and Webinars (6 Meetings)

2020 VCE Northern District Fall Conference

2020 Jump\$tart Fall Summit (Statewide Virtual Conference)

Association for Financial Counseling and Planning Education 2020 Annual Symposium (National Virtual Conference)

Submitted by: Karen Lynn Poff, MPA, AFC®
Senior Extension Agent, Family and Consumer Sciences
kpoff@vt.edu

Sign Up for Our Upcoming Programs E-mail List: <http://tinyurl.com/nsvfepemails>

Financial Education Website – <http://warren.ext.vt.edu/programs/nsvfep.html>

Facebook Page – <https://www.facebook.com/nsvfinancialeducation>

LinkedIn – www.linkedin.com/in/karenlynnpoff



Virginia Cooperative Extension
Virginia Tech • Virginia State University

www.ext.vt.edu

4-H Youth Development
Stacy Swain, 4-H Program Educator
540/635-4549; hstacy@vt.edu
Warren County



Programs: October 1 – December 31, 2020

Programs, Trainings & Meetings

- ✿ Warren County 4-H Annual Achievement Banquet- I organized the in-person event, ordered awards, developed the script and attended the event.
- ✿ Partnered with Warren County Parks and Rec. Department to provide approximately 50 Christmas themed activity boxes for local residents.
- ✿ Clarke-Warren Winter Fest 2021- meet with Claudia, Clarke 4-H, and camp teens to start planning for this camp in a box program.
- ✿ I judged 4-H project books for Shenandoah County for their Achievement Banquet.
- ✿ Warren County 4-H Food and Pet Supplies drive- organized, sorted and delivered items to CCAP, Backpack Buddies and Humane Society.
- ✿ Salvation Army Bell Ringing- assisted in recruiting volunteers and scheduling families to ring the bells. Families rang the bells for 22 hours raising \$745.19.
- ✿ Adapt a Family during the holiday- organized, shopped, sorted and delivered gifts for the family. Club members and the VLA donated over \$375.00 for this annual community service project.
- ✿ Monarch Watch Virtual Programming- continued with the virtual program by posting videos and pictures online.
- ✿ 4-H Online 2.0 Trainings and Enrollments for the 2020-2021 4-H Year
- ✿ National 4-H Week promotions and member spotlights
- ✿ West Virginia Association of Extension 4-H Agents (WVAE4-HA) Fall Professional Development
- ✿ Youth for the Quality Care of Animals (YQCA) Certification for 2021
- ✿ Developed various surveys for 4-H families to gather programming interests. Surveys included livestock programs, holiday programs, family contact information.
- ✿ National Association of Extension 4-H Youth Development Professionals (NAE4-HYDP) Conference (3-day virtually)
- ✿ VCE Northern District Fall Conference
- ✿ Virginia Association of Extension 4-H Youth Development Professionals (VAE4-HYDP) annual meeting and professional development
- ✿ Pumpkin Carving Contest- organized a virtual pumpkin carving contest for 4-H members and their families.
- ✿ District 4-H Agents Meeting
- ✿ Virginia Leaders Conference
- ✿ 4-H Lunch & Learn Professional Development Workshops (bi-weekly)
- ✿ 4-H Programming Zoom Discussions (bi-weekly)
- ✿ VCE- Ask Ed & Ray Updates
- ✿ VCE First Fridays Professional Development Workshops
- ✿ Professional Youth Development Workshop
- ✿ Mindfulness Monday Sessions
- ✿ Northern District Programming Idea Session
- ✿ 4-H Club Meetings- setup Zoom meetings and assist with information during the meetings
- ✿ Meeting to discuss the community garden at Skyline High School
- ✿ Warren County 4-H Volunteer Leaders' Association (VLA) meetings
- ✿ Secret Santa Gift Exchange- organized a simple gift exchange for 4-H youth.
- ✿ 4-H Camp Junior Camp Coordinator (JCC) interviews for the 2021 NOVA 4-H Summer Staff

Agriculture & Natural Resources: Horticulture
Mark Sutphin, Extension Agent
540/665-5699; mark.sutphin@vt.edu
Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties



Programs: October 1 – December 31, 2020

Activities related to all five counties in the Northern Shenandoah Valley/PD7 (Clarke, Frederick, Page, Shenandoah, and Warren):

- Supervised and advised Northern Shenandoah Valley Master Gardener volunteers to provide community with best management practices for residential horticulture activities along with appropriate pest identification to reduce misuse and overuse of pesticides and fertilizers
 - 164 Virginia Cooperative Extension volunteers serve as Master Gardeners and interns in the Northern Shenandoah Valley and offer outreach to our communities by offering educational programs teaching horticultural and environmentally sound practices
 - In 2020, Extension Master Gardener volunteers contributed 12,134 volunteer hours and reached 313,091 individuals as educational contacts
 - Master Gardener volunteers responded to requests from local home and property owners requesting diagnostic and technical recommendations relating to:
 - Insect identification and control
 - Plant identification
 - Ornamental Disease control
- Invasive Species Education, Outreach, and Management for Spotted Lanternfly
 - Assisting with volunteer banding and early detection project
 - Spoke to fourteen audiences (294 individuals) regarding spotted lanternfly
 - Responded to 294 reports of spotted lanternfly via [eXtension](#), in-person, email, phone, postage mail, and Facebook. These location reports were entered into Survey 123 for mapping purposes and coordination with Virginia Department of Agriculture and Consumer Services and the United States Department of Agriculture SLF field teams conducting management activities in Winchester, Frederick County, and Clarke County
 - Conducted weekly sampling and data collections for two research trials
- Ensuring Safe Drinking Water through the Virginia Household Water Quality Program
 - 182 households tested 219 wells and private water supplies for 14 parameters through the five Virginia Household Water Quality Program events that were offered in Clarke, Frederick, Page, Shenandoah, and Warren.

Client Contacts/Farm Visits (additional to programs previously mentioned)

- 37 Plant & Plant Products Contacts (excluding social media)

Media

- Co-maintain five Facebook pages: Virginia Tech Tree Fruit Extension and Outreach – 27,472 educational contacts reached in 2020 (<https://www.facebook.com/VtechPomology/>); VCE Northern Shenandoah Valley Agriculture and Natural Resources – 561,755 educational contacts reached in 2020 (<https://www.facebook.com/VCE-Northern-Shenandoah-Valley-Agriculture-and-Natural-Resources-183932085102951/>); VCE-Clarke County – 33,076 educational contacts reached in 2020

(<https://www.facebook.com/VCEClarke/>); Strasburg Community Garden – 13,698 educational contacts reached in 2020 (<https://www.facebook.com/strasburgcommunitygarden/>); and Young Grower Alliance of Virginia – 4,247 educational contacts reached in 2020 (<https://www.facebook.com/virginiayga/>)

- Extension Master Gardener Volunteers manage the following: Northern Shenandoah Valley Master Gardener Association Facebook page (<https://www.facebook.com/NSVMGA>) and website (<http://nsvmga.org/>).
- Extension Master Gardener Volunteers and I were interviewed for Virginia Tech News feature: “Battle against the highly invasive spotted lanternfly heats up in Virginia”
- Supplied photos for VNLA News Fall 2020 regarding Spotted Lanternfly and Wavy Leaf Basket Grass
- Interviewed by 95.3 The River for The Valley Today – November 6, 2020 BOLO: Spotted Lanternfly Egg Masses
- Virginia Cooperative Extension Master Gardener Volunteer produced the Northern Shenandoah Valley Master Gardener Association Quarterly Newsletter: <http://nsvmga.org/newsletter/>

Professional Development

- 96th Annual Cumberland-Shenandoah Fruit Workers Conference (3-days), Zoom
- VCE - Northern District Fall Conference (1-day), Zoom

Other Activities

- Serve as VCE-Frederick County Unit Coordinator
- Coordinate the VCE-Frederick Extension Leadership Council
- Serve on the state VCE Master Gardener College Planning Team
- Serve on the VT Foundation – J. Fred Thwaite Frederick 4-H Account Committee
- Serve as Educational Advisor to the Shenandoah Valley Nursery & Greenhouse Association
- Serve as Extension Representative to the Frederick County Fruit Growers Association
- Serve as Educational Advisor to the Virginia Young Grower Alliance
- Serve on the Alson H. Smith, Jr., AREC Strategic Planning Working Group & ELC
- Serve on the Frederick County Public Schools Ag Advisory Committee
- Serve on the Lord Fairfax Soil and Water Conservation District Urban Ag Working Group
- Serve on the Alson H. Smith, Jr., AREC Tree Fruit Pathology Position Interview Committee

Agriculture & Natural Resources: Crop & Soil Science
Robert Clark, Senior Extension Agent
540/459-6140; raclark@vt.edu
Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties



Programs: October 1 – December 31, 2020

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah and Warren):

- Completed an annual review for support staff.
- Attended a meeting of the Conservation Easement Authority in Shenandoah County.
- Assisted with completing the Household Water Quality Testing Program.
- Held eight in-person Private Pesticide Applicator Recertification Trainings in the Northern Valley. 40 farmers attended these meetings. In addition, 4 farmers requested mail in trainings and several farmers are completing an on-line recertification training.
- Assisted with planting the Virginia State Wheat Variety Test Plot in the Mount Jackson area.

- Activities Associated with Coronavirus
 - Sent multiple e-mails and made multiple phone calls to make sure farmers knew about Phase II CARES Funding from the USDA Farm Service Agency.
 - Held double the in-person Private Pesticide Applicator meetings and other work described above.

- Shenandoah County Sustainable Farm Demonstration
 - Sprayed for Honey Locust trees at County Farm.
 - With the assistance of Dr. Ozzie Abaye; a student at Virginia Tech, completed and field tested an initial survey of landowners and farmers to better understand their lease arrangements.
 - Due to other work obligations, I needed to delay proceeding with committee work to develop a plan for Phase II of this demonstration.

- Aboveground Burial for Management of Catastrophic Livestock Mortality
 - Made a presentation about; Options for Disposing of Swine Mortality in Catastrophic Situations at the “Swine Health and Production” web series hosted with the North Carolina Swine Industry and the NCSU College of Veterinary Medicine.
 - Completed the final report for the USDA NRCS Above Ground Burial Grant.
 - Made a Presentation to the USDA NRCS about; Above Ground Burial (this was part of the process of completing the grant).
 - Completed the Final Report for a Virginia Pork Council Grant that is titled *African Swine Fever Disaster Preparedness Work in Virginia*.

- Screening and Beneficial Re-Use of Large Animal Mortality Compost
 - Completed the final report for the USDA NRCS Grant title Screening and Beneficial Re-use of Large Animal Mortality Compost.

- Made a presentation to the USDA NRCS about the Screening Grant (this was part of the process of completing the grant).

- Improving Farm Profitability through Grazing Management (Graze 300)
 - Attended and spoke at a field day in eastern Virginia about Grazing Management.
 - Coordinated a statewide effort to collect Virginia specific data on Hay Feeding Practices. To date we have 240 responses for this survey. This data will be combined with the Virginia Data from the Southeast Hay Feeding Survey.



- Slug Management in No-Till
 - The following article was published on the No-Till Farmer website.
<https://www.no-tillfarmer.com/blogs/1-covering-no-till/post/10219-slugging-it-out-with-pre-plant-insecticides-is-it-worth-it>
 - Secured five fields for a new research project that is being led by the University of Delaware to better study the weather impact on slug numbers. Dr. Sally Taylor from Virginia Tech is doing the Virginia work.
 - Information about the latest slug Management work done in Virginia was presented at all of the Private Pesticide Applicator Recertification meetings in the Shenandoah Valley.
https://video.vt.edu/media/Slug+Scouting+Update+3+cc+video/1_xl0g5l0g

Media

- 6 Posts to the Graze 300 VA Facebook page reaching 200 people.
- 2 Posts to the VCE Northern Shenandoah Valley Facebook page.
- 4 Group e-mails to Area Farmers and Agribusinesses (322 people on e-mail list)
- 2 Newspaper Press Releases

Other Activities

- Coordinated one meeting with the Shenandoah County Extension Leadership Council

Family & Consumer Sciences: Food, Nutrition, and Health

Vanessa Santiago, Associate Extension Agent

540/665-5699; vsantiago@vt.edu

Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties



Programs: October 1 – December 31, 2020

Nutrition, Health, and Food Safety Related Programs

- Developed and distributed monthly state-wide newsletter *Buzz, Body & Bites* targeting older adults with two other colleagues; content includes current news and trends related to nutrition and wellness, a recipe, an exercise, and a puzzle. It is distributed by e-mail and mail.
- Led planning and coordinating efforts for Clarke, Frederick, Page, Shenandoah, and Warren county to deliver water testing clinics. Across all five counties, we had a total of 182 individuals participate and request for a total of 219 water kits to test their water. Hosted two kick-off meetings where agents presented educational information on public water systems and how to properly collect their sample for testing.
- Advertised, recruited, and formed Northern Shenandoah Valley Diabetes Prevention Program group of 12 participants. Facilitate group and educate participants using CDC curriculum on preventing Type 2 Diabetes through physical activity and healthy eating. Classes this quarter were held weekly. This year-long program will conclude in November 2021.
- Delivered Read for Health program with 4H Agent Dyllan Chapins; virtually presented interactive nutrition curriculum to four first grade classrooms at a Frederick County elementary school.
- Judged three monthly 4-H food art contests for three levels.
- Scheduled training in order to become certified to deliver Lifelong Improvements through Fitness Together (LIFT) program to older adults; 8-week program strengthens participants' balance and muscles in a social supportive group environment.
- Responded to multiple inquiries in regard to food safety, food preservation, and water safety.
- Provided regular nutrition education content on Virginia Cooperative Extension N. Shenandoah Valley Nutrition Programs Facebook page.

Professional Development

- Attended VCE Balancing Life & First Fridays series focusing on emotional and overall employee well-being
- Attended How the DMV is Rescuing Food – A Conversation with Local Food Recovery Organizations
- Attended VCE Fall District Conference
- Attended Remote Delivery of the Diabetes Prevention Program: Key Components and Examples from Cooperative Extension
- Attended Racial Understanding Bi-Monthly Dialogues
- Presented at Food, Nutrition, and Health Program Team Quarterly Meeting about the success of the older adult newsletter *Buzz, Body & Bites*

Networking

- Connected with Clarke County Parks & Recreation department to brainstorm and schedule future nutritional programs for the public
- Attended monthly Diabetes Prevention Program meetings for those teaching the program across Virginia
- Attended monthly Page Alliance for Community Action (PACA) meetings to get to know community members in Page County, learn issues facing them, and to form collaborations

Family & Consumer Sciences: SNAP-ED
Molly Beardslee, Extension Agent
540/778-5794; mollykb@vt.edu
Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties



Programs: October 1 - December 31, 2020

Nutrition Education & Training

In this issue:

- VCE's FNP
- Programming
- Contact Information
- Available Curricula

Virginia Cooperative Extension's Family Nutrition Program

SNAP-Ed Extension Agents recruit and train volunteers to deliver nutrition and physical activity program to low-income populations. We also assist with community/school Policy, System, and Environmental (PSE) Changes. Program Assistants provide direct education to youth and adults. We work in schools, community centers, afterschool programs, and other settings as needed. For more information about our programs and how to become a partner, please contact:

Kimberly Costa, Adult Program Assistant

kimcosta@vt.edu - 540-665-5699

Programming

Page: At Shoppers Value, as part of our Shop Smart, Eat there are point of sale prompts on 5 healthy items in the store and a recipe tear off sheet for apple salad which has the potential to reach 11,562 people.

At Page One, as part of our Shop Smart, Eat Smart Pantry program there are point of distribution prompts throughout the pantry with the potential to reach 1,040 people.

A community garden was started at the Rural Health Clinic in Stanley by PACA and Valley Health. Over 600 pounds of produce were harvested and used by community members this past growing season. A Monster Smoothie food demonstration video using spinach from the garden was posted on the FNP Facebook for Halloween and received 271 views.

At the Page Middle 21st Century Community Learning Center at the family engagement night in November a presentation was given on cooking on a budget and included information about making Thanksgiving/holiday cooking healthier. Three lessons of Choose Health: Food, Fun, and Fitness were taught to 6th-8th graders participating in the after school program, they learned about sugar sweetened beverages, fruits and vegetables, and nutrition facts labels.

In November, the presentation on the Page County Community Learning through Data Driven Discovery project, conducted virtually over the summer with Virginia Tech students, was given, it was on generational poverty in Page. You can watch the recording at https://video.vt.edu/media/VCE+Community+Learning+Through+Data+Driven+Discovery+%28CLD3%29+Project+Presentations+-+Halifax+and+Page+11+5+2020+Edit+Media/1_6qslhfug

Shenandoah: At Jon Henry General Store, as part of our Shop Smart, Eat Smart program point of sale prompts on healthy items and posters in the store has the potential to reach 2,146 people. A virtual food demonstration on how to use fresh/canned pumpkin in a pumpkin dip and crustless pumpkin pie was published in October and 985 people viewed it. Recipes on using root vegetables was also distributed in their produce boxes.

Virginia Cooperative Extension programs and employment are open to all, regardless of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, veteran status, or any other basis protected by law. An equal opportunity/affirmative action employer. Issued in furtherance of Cooperative Extension work, Virginia Polytechnic Institute and State University, Virginia State University, and the U.S. Department of Agriculture cooperating. Edwin J. Jones, Director, Virginia Cooperative Extension, Virginia Tech, Blacksburg; M. Ray McKinnie, Administrator, 1890 Extension Program, Virginia State University, Petersburg.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 1
February 2, 2021	I-1	Authorization to Advertise for Public Hearing – Entering into an Option Agreement for the Disposition of Publicly Held Real Property	

EXPLANATION & SUMMARY:

Following a closed session discussion at its regular meeting on July 21, 2020, Warren County entered into a letter of intention with American Power Ventures, LLC to negotiate the possible future purchase or lease of a portion of County-owned property (the “LOI”). At this time, the County wishes to execute an Option Agreement which would provide the purchaser with the option to buy County owned real property located at 261 Country Club Road, Front Royal, and further identified as Tax Map 12, Parcel 57B, pursuant to the LOI. The LOI provided that American Power Ventures, LLC may assign the LOI to an affiliate, and the LOI has been so assigned to APV Cardinal Energy, LLC (“APV”). APV desires to purchase ± 3.00 acres out of this 30.5571 acre parcel, as further described in the LOI.

Section 15.2-1800 of the Code of Virginia requires a locality to hold a public hearing prior to the disposition of any publicly held real property.

COST & FINANCING:

The sale price is \$90,000 per acre, and the Option Agreement provides for payments to the County of \$2500 per six month period for the first three years, and then \$2500 per three month period for the final year of the Option Agreement. Additionally, if the proposed facility is built, substantial tax revenues would be generated.

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the advertisement of the entering into of an Option Agreement between the County of Warren, Virginia and APV Cardinal Energy, LLC (“APV”) for the granting of an option to APV to purchase a portion of County owned property located at 261 Country Club Road, Front Royal, further identified as Tax Map 12, Parcel 57B, comprised of approximately three acres, together with certain easements thereto.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Jason J. Ham, Interim County Attorney		



July 22, 2020

County of Warren
C/O Mr. Douglas P. Stanley, County Administrator
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Gentlemen:

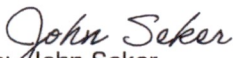
The purpose of this letter ("LOI") is to propose certain general business terms and conditions pursuant to which American Power Ventures, LLC, or its assignee¹ ("Purchaser") will enter an option agreement ("Option Agreement") to purchase or lease the Property (as defined in the attached term sheet) with County of Warren ("Seller"). The proposed business terms of the contemplated Option Agreement are contained in the term sheet attached hereto.

By signing this LOI, Seller agrees that from the date that this letter is signed until March 1, 2021 ("Negotiation Period"), Seller will negotiate exclusively with Purchaser and will not have any discussions or seek alternative opportunities with any other potential purchaser, tenant or other party which may express an interest in the Property. Seller will also make available to Purchaser all non-privileged information and materials in its possession related to the Property that it can do so with reasonable effort upon execution of this LOI. The terms and conditions of this LOI or the Option Agreement shall not be disclosed to other parties, except as required by law or, in the case of Purchaser, as may be required to develop and finance the Project.

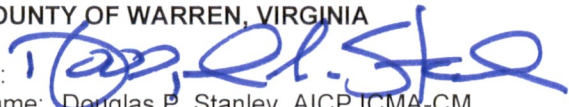
No liability or obligation of any nature whatsoever is intended to be created by this letter, except for the provisions of the immediately preceding paragraph, nor is this letter intended to constitute a binding agreement to consummate an option agreement. Each party shall bear its costs in connection with this LOI and other agreements (if executed), except to the extent specifically provided otherwise. While neither of us shall have any obligation to the other if we fail to reach agreement upon all terms of the Agreement and other documentation, we believe, and your signature below will confirm, that this letter sets forth our mutual understandings in principle.

Sincerely,

AMERICAN POWER VENTURES, LLC

By: 
Name: John Seker
Title: Chief Executive Officer

CONFIRMED AND AGREED TO:
COUNTY OF WARREN, VIRGINIA

By: 
Name: Douglas P. Stanley, AICP ICMA-CM
Title: County Administrator

¹ Purchaser may assign this and all related agreements to any subsidiary or affiliate, upon notice to Seller. Assignment to an unrelated entity requires the written consent of Seller.

**Term Sheet
Summarizing
Key Commercial Terms and Conditions**

for

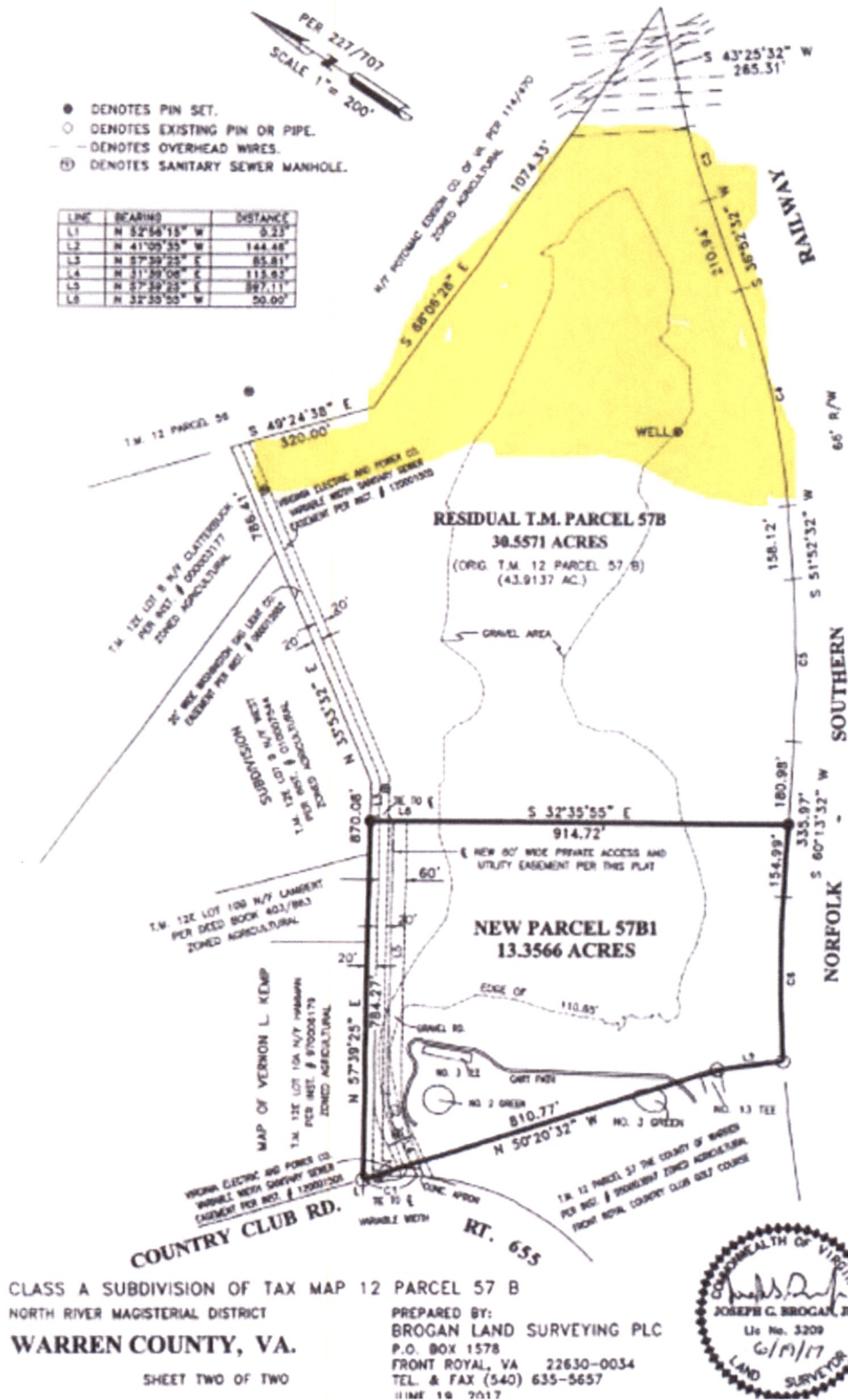
Option Agreement

Disclaimer: The information and terms contained in this document are for discussion purposes only and shall not be binding in any way upon Seller or APV. In addition, this Term Sheet does not constitute an offer subject to acceptance by either of the Parties. It is understood that this Term Sheet does not contain all matters to be agreed upon for a final definitive Option Agreement. It is also understood that the approval of the respective managements and boards of both Parties is necessary for final agreement of any transaction.

Seller	County of Warren.
Purchaser	A special-purpose affiliate or subsidiary of American Power Ventures, LLC "Purchaser" to be formed with the purpose of acquiring the Property.
Property	The property to be sold or leased to Purchaser (the " Property ") will be approximately 3.000 acres located within the 30.5571 acre site identified on the attached survey dated June 19, 2017, as Residual T.M. Parcel 57B, as depicted within the yellow shaded area in Exhibit A.
Purchase Price	Two Hundred Seventy Thousand Dollars (\$270,000) for 3.000 acres. If the actual land is selected is more or less than the acreage, the purchase price will be based upon \$90,000 per acre.
Lease Price & Term	The Lease price for the Property will be based upon \$4,500 per acre per year and a lease term of 35 years.
Grant of Option	For the consideration expressed below, Seller shall grant Purchaser the exclusive right and option (the " Option ") to purchase or lease the Property. The term of the Option (" Option Period ") shall commence upon execution of the Option Agreement and shall terminate in three (3) years. In addition, Purchaser shall have the option to extend the Option Period for as many as four (4) three-month extension periods. Purchaser may exercise the Option at any time during the Option Period by delivering written notice to Seller. The Seller, at its sole discretion, shall determine whether it wants to sell or lease the property to the Purchaser after a public hearing.
Deposit	Upon execution of the Option Agreement, Purchaser shall pay into escrow a deposit of Two Thousand Five Hundred Dollars (\$2,500) (the " Deposit "). If Purchaser terminates the Option Agreement during the Due Diligence Period, the Deposit shall be returned to Purchaser, in which case, Purchaser will have no further obligations to Seller and Seller will have no further rights against Purchaser.
Due Diligence	There shall be a due diligence period commencing on the date the Option Agreement is executed and expiring six (6) months thereafter (the " Due Diligence Period "). The Due Diligence Period coincides with the first six (6) months of the Option Period. During the Due Diligence Period, Purchaser shall have the right to inspect the Property and to investigate all matters relating thereto. Seller will cooperate with Purchaser in connection with such Due Diligence, including providing access to the Property by Purchaser's contractors and consultants to inspect and conduct environmental and geotechnical test borings, upon reasonable notice and proof of satisfactory insurance by the contractors and consultants. If Purchaser becomes aware of any potentially reportable condition

	on the Property, it shall promptly notify Seller who shall make the determination of if and how to report. Purchaser shall indemnify and hold harmless Seller from and against all claims, costs and liabilities arising from Purchaser's due diligence activities.
Option Payments	In the event Purchaser does not terminate the Option Agreement during the Due Diligence Period, the Deposit shall be released by the escrow agent to Seller and the Deposit shall be credited as the First Option Payment (as defined below). Purchaser will make the following Option Payments to Seller over the Option Period: (i) Two Thousand Five-Hundred Dollars (\$2,500) for the first six (6) month period of the first year of the Option Period; (ii) Two Thousand Five-Hundred Dollars (\$2,500) for the second six (6) month period of the first year of the Option Period; (iii) Two Thousand Five-Hundred Dollars (\$2,500) for the first (6) month period of the second year of the Option Period; (iv) Two Thousand Five-Hundred Dollars (\$2,500) for the second sixth (6) month period of the second year of the Option Period; (v) Two Thousand Five-Hundred Dollars (\$2,500) for the first six (6) month period of the third year of the Option Period; and (vi) Two Thousand Five-Hundred Dollars (\$2,500) for the second six (6) month period of the third year of the Option Period. Payments for the four three-month extensions beyond the initial Option Period, if necessary, shall be Two Thousand Five-Hundred Dollars (\$2,500) each. At any time prior to Closing, Purchaser shall have the right to terminate the Option Agreement for any or no reason. If Purchaser determines, at any time, to terminate the Option Agreement, Seller shall retain the Option Payments made by Purchaser to that date as its sole remedy and Purchaser shall have no further obligation to thereafter make any option payments.
Environmental	Purchaser, at its sole cost and expense, would be responsible for remediating any existing contamination and new releases of contamination at the Property.
Title and Possession Date	Title to the Property shall be free and clear of all liens and encumbrances subject only to the permitted exceptions to be determined during the Due Diligence Period. The Settlement (" Settlement ") shall be thirty (30) days after Purchaser exercises the Option. If Purchaser exercises the Option, possession of the Property shall be delivered vacant and free of all tenancies at Settlement.
Taxes	Seller shall pay any real estate taxes for the Property during the Option Period, as may be extended.
Other Terms and Conditions	The Option Agreement would include such other representations, warranties, conditions, covenants, indemnities and other terms that are customary for transactions of this kind and are not inconsistent with this Term Sheet. Further, Purchaser understands and agrees that all County zoning and other ordinances and requirements must be complied with in order for Purchaser to develop this Property. Purchaser further understands that the County may require insurance, indemnity, a bond or letter of credit, and other requirements to ensure timely and proper construction, liability protection and that there are sufficient funds to decommission any improvements to the Property.

Term Sheet
Exhibit A



ASSIGNMENT OF LETTER OF INTENT

This **ASSIGNMENT OF LETTER OF INTENT** (the “Assignment”), made and entered into as of the 28th day of July, 2020, by and between AMERICAN POWER VENTURES, LLC, a New Jersey limited liability company (“Assignor”), and APV CARDINAL ENERGY LLC, a New Jersey limited liability company (“Assignee”),

WITNESSETH THAT:

WHEREAS, Assignor is a party to a Letter of Intent (the “LOI”) dated July 22, 2020 between Assignor and the County of Warren, Virginia (the “Owner”) on Owner’s real property on a 30.5571 acre site identified on the attached survey dated June 19, 2017, as Residual T.M. Parcel 57B, as depicted within the yellow shaded area in Exhibit A, in the Town of Front Royal, Warren County, Virginia; and

WHEREAS, by agreement between Assignor and Assignee, Assignor has agreed to unconditionally assign to Assignee all of Assignor’s right, title and interest in and to the LOI, and any other rights Assignor may have in or to the Term Sheet that is the subject matter of the LOI.

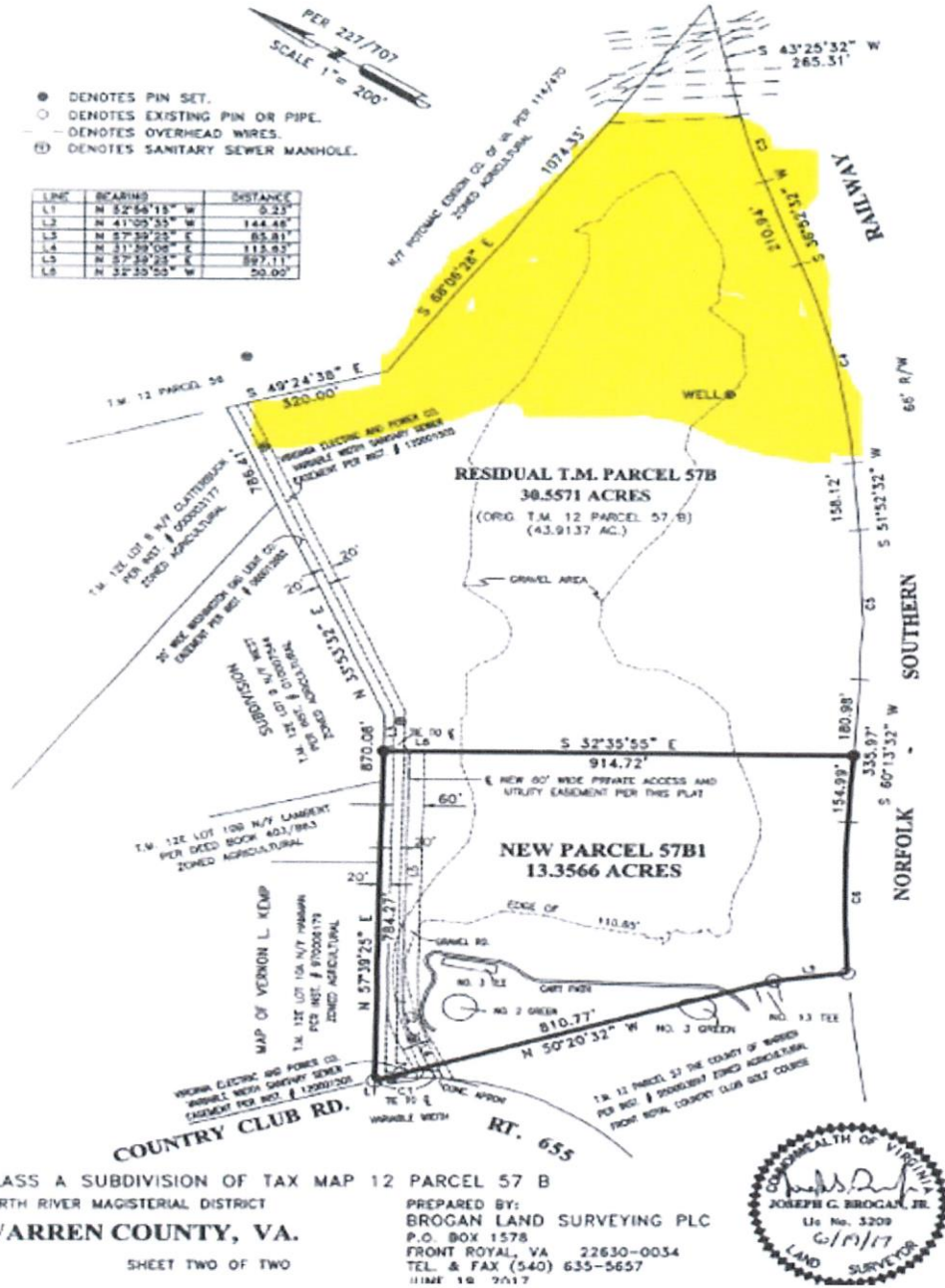
NOW, THEREFORE, in consideration of the premises, Ten and No/100 Dollars (\$10.00) in hand, paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee all of its, right, title and interest in and to the LOI and Term Sheet.

IN WITNESS WHEREOF, Assignor has executed this Assignment, intending to be legally bound.

AMERICAN POWER VENTURES, LLC

By: 
Name: John Seker
Title: Chief Executive Officer

Term Sheet
Exhibit A





COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE February 2, 2021	ITEM I-2	SUBJECT: Authorization to Advertise for Public Hearing – Sale of 1.4253 acres of County-Owned Property	PAGE 1 OF 1
<u>EXPLANATION & SUMMARY:</u> The County has received a Letter of Intent for the sale of 1.4253 acres at the McKay Springs property located at the corner of U.S. Route 340/522 and Reliance Road. The offer would be for a new fast-food establishment. This project will create jobs and new tax revenue for the citizens of Warren County and Front Royal. The subject property is owned by three entities: The County of Warren, the Front Royal/Warren County EDA and the Town of Front Royal. Each entity would get a proportional amount of the sales proceeds based on the ownership composition of the proposed parcel. <u>COST & FINANCING:</u> The property was purchased by the County of Warren and the Town of Front Royal under a Memorandum of Agreement dated November 30, 2011. The current proposed parcel has appraised for \$310,000.00. The offer price for the land from the client is \$475,000.00. <u>PROPOSED OR SUGGESTED MOTION:</u> I move that the Board of Supervisors authorize the advertisement of a public hearing for the proposed sale of 1.4253 acres of County-owned property located at the corner of U.S. 340/522 and Reliance Road.			
SUBMITTED BY: Doug Parsons, Executive Director of the EDA	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

Emily Ciarrocchi

From: Douglas Parsons <dparsons@wceda.com>
Sent: Wednesday, January 13, 2021 1:42 PM
To: Emily Ciarrocchi
Cc: Edwin Daley; Jeffrey Browne; Jordan Bowman
Subject: RE: McKay Springs Property
Attachments: AREA EXHIBITS with Ownership and Composition Percentages 9-23-2020.pdf; Revised Plat BLA ADVANCE 4-20-2020.pdf; Revised McKay Springs LOI 1-13-2021.pdf

Emily:

I do have additional information on this rather complex project. Boddie Noel is the broker for Hardees who I'm working with on this project. They just sent me a revised LOI with the restrictive language we've agree upon, whereby the County will not allow certain competitive restaurants on land the County controls within a 1,000 foot radius for 10 years.

There's also the calculus regarding the disbursement of sale proceeds. What the County, EDA and, ostensibly, the Town have agreed to is outlined below. Although the MOU from 2011 speaks to a 50%-50% split, the County paid 100% of the cost for 42.8% of the subject property.

The proceeds from the sale, not including any bank, title company, state or local fees associated with the sale, are:

12A-113-1 Hardee's lot: 1.4253 acres (no flood plain) There are two ROWs listed, one on EDA's property and the other on shared property. The County, therefore is entitled to 3/4's of the ROW.

A. EDA/County	.6109 acre
B. County Share ROW	.102225 acre
C. County share	<u>.3390 acre</u>
Total	1.052125 acres

Total County 73.81% Total Town 26.19%

So the Town would get 26.19% of the sale price of \$475,000, or \$124,402.50 and the County would get 73.81% of the proceeds, or \$350,597.50.

Please note the 1.4253 acre tract does not yet exist. It would have to be approved by Town and County as a new parcel per the proposed boundary line adjustment in the attached proposed plat.

I've also attached the AREA EXHIBITS pdf that shows how the percentage of ownership of the proposed new parcel would be comprised of the land as currently configured.

This is one complicated puppy, so let me know if you or Ed have any other questions. All of this has been reviewed by Jordan Bowman at Litten Sipe.

Thanks!

Doug Parsons
Executive Director
Front Royal/Warren County EDA



July 13, 2020

Mr. Doug Stanley
County Administrator
Warren County Board of Supervisors
220 North Commerce Avenue
Front Royal, VA 22630

Mr. Matt Tederick
Interim Town Manager
Town of Front Royal
16 North Royal Avenue
Front Royal, VA 22630

Mr. Stanley and Mr. Tederick:

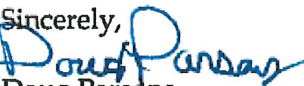
We received an offer for a parcel of ground at the McKay Springs site at the corner of Reliance Road and Route 340/522. The offer is for tax map 12A-113-1 for 1.4253 acres at the corner where the Estep Mobile Home Park used to be.

These parcels were recently revised by Marsh and Legge Land Surveyors and the plat showing the boundary line adjustments and consolidation is attached. It is my understanding that Jason Ham, counsel for the County, has been talking with Mr. Napier to get these revised plats approved by the Town and County and put to record in the near future.

We've also attached an appraisal for this same parcel recently conducted by Blue Ridge Appraisers for \$310,000.00 and the proposed LOI from the prospect for \$475,000.00 for a proposed fast food restaurant.

The sales proceeds will be distributed to the Town and County pursuant to the Memorandum of Understanding approved by the County and Town in 2011, taking into consideration the 2.06 acre Estep Property purchased by the County in 2016. The County would receive a proportionate monetary value based on the share of the Estep acreage that is contained within the parcel being sold.

We ask that the County Board of Supervisors and Town Council decide if this is an acceptable offer and notify us in writing as to their decision so we may execute the LOI and move toward closing. We can concurrently work together to arrive at a fair and equitable distribution of the proceeds.

Sincerely,

Doug Parsons

LETTER OF INTENT
PROPOSED TERMS OF PURCHASE OF REAL ESTATE
BY BODDIE-NOELL ENTERPRISES, INC.

The following constitutes the principal terms of our current proposal to purchase the real estate in Front Royal, VA containing approximately 1.42 acres (+/-) of land situated at the corner of Winchester Road and Reliance Road, together with the improvements located thereon if any. It does not cover many details and standard provisions that will be included in the definitive purchase agreement we will later negotiate. Except as to the matters set forth in Sections 7, 8 and 9, below, it is not intended, and does not constitute a legally binding or enforceable agreement of any sort or impose any obligation on either party to enter into a binding agreement.

1. Purchaser. The purchaser will be Boddie-Noell Enterprises, Inc., a North Carolina corporation, or its assignees or designees (the "Purchaser").
2. Seller. The ("Seller") The Town of Front Royal, as the owner of the fee simple title to the Premises.
3. Purchase Price. The purchase price shall be \$475,000.00 payable as follows:
 - (1) Ten Thousand and no/100 Dollars (\$10,000.00) good faith deposit paid within ten (10) days of execution of the Purchase Agreement and held in escrow and paid to Seller at the Closing, or returned to us if the Purchase Agreement is not executed in accordance with the Letter of Intent, or if the purchase transaction is not closed after execution and delivery of such Purchase Agreement.
 - (2) The balance to be paid in cash or confirmed wire transfer at Closing.
4. Closing. The closing (the "Closing") will take place within 30 days after due diligence activities have been performed and all conditions have been met.
5. Feasibility Period.
 - a) Upon execution of this Letter of Intent, the Purchaser and its representatives and advisers will be provided access to the Premises, and the Purchaser and its representatives and advisers will be allowed to inspect and conduct such other due diligence reviews, as it deems necessary and appropriate.
 - b) Seller shall deliver to Purchaser, or make available to Purchaser for examination, all

documents and information with respect to the Property, such as surveys, plans, specifications, environmental, engineering, and reports such as soils reports and environmental audits, that are in Seller's possession or which Seller can obtain with reasonable effort.

- c) Conditions are to be satisfied or waived in sole discretion of Purchaser within one hundred fifty (150) days (the "Feasibility Period") of final execution of a purchase agreement to perform basic due diligence and confirm availability of adequate public utilities, acceptable environmental, geotechnical and title reports. Purchaser to acquire all permits and approvals ("Approvals") if and as necessary, to operate a Hardee's Restaurant on the Property.
- d) Upon expiration of the Feasibility Period, Purchaser shall have two (2) thirty (30) day extension periods.
- e) Survey, Soils and Environmental. Receipt of a topographic and boundary survey, soil tests and environmental tests which disclose no conditions which render the Premise unsuitable for its intended use.
- f) Utilities. Availability and adequacy of all utilities at the property line.
- g) Seller's Work. Cleanup of any existing environmental impediments that would render the parcel unsuitable for its intended use.

6. Conditions of Closing:

- a) Title. The Seller will convey the Premises to the Purchaser free and clear of all liens, restrictions or other encumbrances.
- b) Consents and Approvals. The Purchaser must have received all necessary governmental licenses, consents, approvals, and Hardee's Food Systems franchise license agreement, necessary for the layout, construction at an acceptable cost and operation of a Hardee's restaurant on the Premises.
- c) Additional Representations, Warranties, Indemnities and Conditions. The Closing will also be subject to additional representations, warranties, indemnities and conditions customary in transactions of this nature.
- d) Premises. Seller will be responsible for any potential environmental cleanup as stated in Seller's work.
- e) Restriction: Seller agrees that no parcel of property, within its control, within 1000 feet of the premise shall be used, sold for or leased to a restaurant specifically operated by or under the franchise from McDonald's, Burger King, Wendy's, Sonic Biscuitville, or any other drive-thru quick service restaurant that sells hamburgers or

biscuits as a primary item, for a period of ten (10) years from the date of closing. Sit down restaurants without a drive-thru are not subject to the restriction.

7. Costs. The Purchaser and the Seller shall bear their own costs and expenses incurred in conjunction with the proposed transaction, including, without limitation, all legal and accounting fees, whether or not the transaction is consummated. The Seller shall be responsible for all brokerage commissions or fees associated with this transaction.
8. Exclusivity. Upon acceptance of this Letter of Intent, the Seller agrees to negotiate in good faith with the Purchaser toward the execution and delivery of the Purchase Agreement (defined below) and the consummation of the transaction contemplated thereby. The Seller further agrees that it will not negotiate the sale of the Premises with any other party until February 15, 2021.
9. Confidentiality. Both the Purchaser and the Seller agree not to disclose or discuss any information exchanged concerning this proposed transaction with anyone other than their respective representatives and advisers. If the proposed transaction is not consummated, the Purchaser and the Seller shall return all documents and other materials provided by the other in conjunction with such proposed transaction.
10. Definitive Purchase Agreement. This Letter of Intent is not intended to be binding upon any party hereto, nor create any legal rights or obligations with respect to the matters set forth herein, except for the duty to negotiate in good faith and the other provisions of Section 7 (Costs), Section 8 (Exclusivity) and 9 (Confidentiality) hereof. Upon acceptance of this proposal, our representatives and advisers will proceed to conduct the inspections and other due diligence matters and our legal counsel will prepare for your review a definitive agreement for the purchase of the Assets (the "Definitive Purchase Agreement"). Except as specifically provided in the first sentence of this Section 10, we will have no legal rights or obligations related to the sale/purchase of the Premises until a Definitive Purchase Agreement has been executed and delivered by the respective parties.
11. Broker. It is understood by all parties to this agreement that Seller shall be responsible for any broker's commission related to this transaction. Purchaser represents that it has not dealt with any broker, agent or finder in connection with this purchase other than Rob Heavner of Retail Advisors.
12. This letter of intent is non-binding upon Seller and Purchaser and shall be deemed null and void if Seller does not accept it on or before January 31, 2021. Only a fully executed Purchase Agreement shall constitute a binding agreement for the Property.

If this proposal is acceptable to you, please indicate by signing and dating a copy of this letter and returning it to Purchaser.

Submitted

BODDIE-NOELL ENTERPRISES, INC.

BY: Scott Keene
Scott Keene
Director of Real Estate

Date: 1/13/2021

ACCEPTED AND AGREED this _____
day of _____, 2021.

Seller: Economic Industrial Development Authority of Front Royal & Warren CountyBY:

Its: _____

Seller: Warren County

BY: _____

Its: _____

Seller: Town of Front Royal

BY: _____

Its: _____

MEMORANDUM OF UNDERSTANDING
MCKAY SPRING PROPERTY

09/26/2011

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 30th day of November, 2011, by and between the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter "the County") and **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Virginia municipal corporation (hereinafter "the Town").

WITNESSETH:

On December 21, 2004, the County and Town entered into a Memorandum of Understanding jointly to purchase a parcel of land at Cedarville consisting of 8.155 acres with improvements (the "Property") from Maureen O'Donnell, unmarried, to vacate certain rights-of-way in the vicinity, to convey the County's interest in an adjacent parcel (the "DuPont Parcel") to the Town, to pursue a commercial zoning designation for the property, to convey to the Virginia Department of Transportation ("VDOT") portions of the Town's and County's properties for improvements of the intersection of Reliance Road and U.S. Route 340/522, and to market and sell the parts of the Property, the DuPont Parcel, and the other adjacent lands owned by the Town which are not needed for the Town for the development of the McKay Spring as a source of potable water.

In March 2005, the County and Town jointly purchased the property.

Since March 2005, the County and Town have each conveyed to VDOT the appropriate rights-of-way for the intersection improvements. The Town has identified the portions of the various properties to be appropriately conveyed to the Town for development and use of the McKay Spring as a potable water source, and the various properties have been rezoned by the County to a commercial zoning designation. Further, the parties have agreed that the lands owned by the parties and not needed for the development of the McKay Spring should be consolidated and titled jointly in the County and the Town for purposes of marketing and selling for development, subject to the designation in a perpetual preservation easement of an area of at least 0.50 acres of land surrounding the ruins of the former Robert McKay, Jr. house and outbuildings, as provided for in proffered conditions of the rezoning.

The parties now desire to set forth their remaining agreement concerning the ownership, use, marketing and sale of the various properties, and to supersede the Memorandum of Understanding of December 21, 2004 with the following.

To that end, and for and in consideration of the mutual covenants contained herein, the County and Town agree as follows:

1. The County and the Town will cooperate together to obtain the vacation of existing rights-of-way now platted and present on the Property and on the Town's adjacent lands which are not necessary for the development of the

Property, the DuPont Parcel and the Town's adjacent lands, and which may hinder the development of the McKay Spring and the Town's lands for use as a potable water source.

2. The County and the Town will cooperate with each other to convey to or reserve for the Town an appropriate portion of the Property, as well as an appropriate portion of the County's DuPont Parcel required by the Commonwealth of Virginia for an appropriate buffer (hereinafter "the Buffer") surrounding the McKay Spring to allow its development as a water source and treatment facility to supplement the Town's water supply. The Buffer will be contained within the portion of the Property as shown and described on a plat entitled "Plat Showing Boundary, Consolidation, & Division Survey of Property of the Town of Front Royal, VA., and the County of Warren, VA., North River Magisterial District, Warren County, Virginia", dated 03/10/2010, made by Kirk W. Norton, Land Surveyor, for Racey Engineering.
3. The County will convey or is in the process of conveying to the Town its interest in the remaining portion of the DuPont Parcel (0.649 acres, Tax Map Parcel 12-69) and its one-half interest in a portion of Tax Map Parcel 12-26D, consisting of 2.003 acres, as shown on the aforesaid plat, to be combined with the Town's McKay Spring property to allow its development as a water source and treatment facility to supplement the Town's water supply.
4. In exchange for the County's conveying to the Town the desired portion of the DuPont Parcel for the Buffer and other equitable consideration, the Town will convey to the County from the Town's adjacent lands a one-half interest in the remaining portions of Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Block 11, and Lot 15 shown as Parcel 3 (0.950 acres), and Parcel 15 (2.779 acres) on the aforesaid plat.
5. The County and Town will cooperate to obtain a designation that the McKay Spring and the Town's adjacent lands are appropriate and in compliance with the County's Comprehensive Plan as a public potable water source to be developed in the future.
6. The County and/or Town will identify, plat and designate an area of at least 0.50 acres of land surrounding the ruins of the former Robert McKay, Jr. house and outbuildings and record a perpetual preservation easement, condition and/or restriction to ensure the preservation, restoration and/or interpretation of the site and structures.
7. The County and Town will jointly market the resulting jointly owned land for sale and development to commercial developers and incorporate the remaining elements of the former Robert McKay, Jr. house into the

eventual development of the site, to respect and recognize the historic value and significance of the remains of the house. Proceeds from the sale of the jointly owned land will be shared by the County and Town equally except that from the County's share of the proceeds, the County shall reimburse the Town for the property provided to the County by the Town for the construction of the Parks and Recreation maintenance facility through a credit, therefore, to the Town from the County's share of the sale proceeds prior to disbursement.

8. The terms of this Memorandum of Understanding are contingent upon the County and the Town each formally ratifying the execution of this Memorandum of Understanding at public meetings of the Board of Supervisors and the Town Council, respectively.
9. The County and Town will cooperate to do all other things necessary or appropriate for the ends of this Memorandum of Understanding to be accomplished.
10. This Memorandum of Understanding shall effectively supersede the Memorandum of Understanding between the parties, dated December 21, 2004.

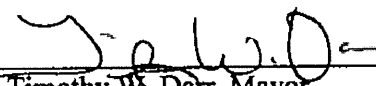
WITNESSETH the following signatures:

For the County of Warren, Virginia


Archie A. Fox, Chairman

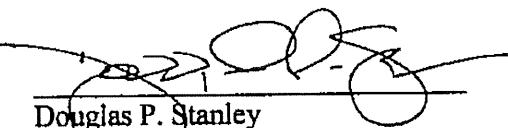
Date: 11-30-2011

For the Town of Front Royal, Virginia


Timothy W. Darr, Mayor

Date: 11-28-2011

Attest:


Douglas P. Stanley
County Administrator

Date: 11/30/11

Attest:

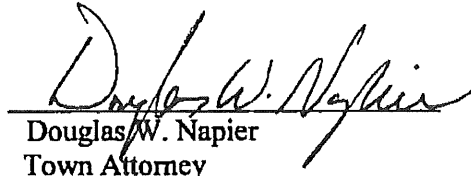

Steven M. Burke
Town Manager

Date: 11/28/11

Approved as to Form:



Blair D. Mitchell
County Attorney



Douglas W. Napier
Town Attorney

APPRAISAL OF REAL PROPERTY



LOCATED AT

TBD RELIANCE RD & WINCHESTER RD.
FRONT ROYAL, VA 22630
SEE ATTACHED METES AND BOUND PLAT

FOR

DOUG PARSONS
P. O. BOX 1560
FRONT ROYAL, V 22630

OPINION OF VALUE

310,000

AS OF

MAY 15, 2020

BY

DAVID F. MILLER
BLUE RIDGE APPRAISAL CO., LLC
11 TERRY COURT, SUITE A
STAUNTON, VA 24401
(800) 248-0535
nicoleg@blueridgeappraisal.com

LAND APPRAISAL REPORT

The purpose of this appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: TBD RELIANCE RD & WINCHESTER RD. City: FRONT ROYAL State: VA ZIP: 22630
Borrower: NOT APPLICABLE Owner of Public Record: INS. DEVELOPMENT OF FRONT ROYAL & WARREN CO. County: WARREN
Legal Description: SEE ATTACHED METES AND BOUND PLAT
Assessor's Parcel #: 12A-113-1 Tax Year: 2020 R.E. Taxes: NEW PARCEL
Neighborhood Name: WARREN COUNTY Map Reference: 12A-113-1 Census Tract: 510166-0202.00
Special Assessments: NONE PUD ☐ Yes ☒ No HOA: \$ ☐ Per Year ☐ Per Month
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) INTENDED DECISION MAKING
Lender/Client: DOUG PARSONS Address: P. O. BOX 1560, FRONT ROYAL, VA 22630

CONTRACT ANALYSIS

☐ I did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. NA
Contract Price \$: Date of Contract: 5/15/20 Is the property seller the owner of public record? ☐ Yes ☐ No Data Sources
Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
If Yes, report the total dollar amount and describe the items to be paid. \$ NA NA

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %					
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	50 %				
Built-Up	☐ Over 75%	☒ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	%				
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☐ 3-6 mths	☒ Over 6 mths	150	Low	NEW	Multi-Family %				
Neighborhood Boundaries: <u>NORTH OF I-66, EAST OF I-81, SOUTH OF FREDERICK COUNTY, WEST OF THE SHENANDOAH RIVER.</u>								500	High	1870	Commercial 15 %				
								200	Pred.	60	VAC 35 %				
				Good	Average	Fair	Poor								
Convenience to Employment				☐	☒	☐	☐	Property Compatibility				☐	☒	☐	☐
Convenience to Shopping				☐	☒	☐	☐	General Appearance of Properties				☐	☒	☐	☐
Convenience to Primary Education				☐	☒	☐	☐	Adequacy of Police/Fire Protection				☐	☒	☐	☐
Convenience to Recreational Facilities				☐	☒	☐	☐	Protection from Detrimental Conditions				☐	☒	☐	☐
Employment Stability				☐	☒	☐	☐	Overall Appeal to Market				☐	☒	☐	☐
Neighborhood Description: <u>THE SUBJECT IS LOCATED JUST NORTH OF THE TOWN OF WARREN COUNTY AND ON INTERSTATE 66 INTERCHANGE ON WINCHESTER ROAD AND RELIANCE ROAD. YOU FIND A WIDE VARIETY OF DIFFERENT SIZE AND STYLE PROPERTIES IN THE AREA. WINCHESTER ROAD IS A MAJOR NORTH SOUTH CORRIDOR WHICH HAS EXPERIENCED A STEADY AMOUNT OF COMMERCIAL DEVELOPMENT.</u>															
Market Conditions (including support for the above conclusions): <u>THE LOCAL REAL ESTATE MARKET REMAINS STEADY WITH DEMAND FOR ALL TYPES OF PROPERTY. INTEREST RATES REMAIN LOW AND AFFORDABLE WHICH HAS HELPED KEEP DEMAND UP.</u>															

SITE DESCRIPTION

Dimensions: SEE ATTACHED PLAT Area: 62,086 ☐ Acres ☒ Sq.Ft. Shape: RECTANGLE View: AVERAGE
Zoning Classification: C-COMMERCIAL Zoning Description: VARIOUS COMMERCIAL USES AVAILABLE
Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
Uses permitted under current zoning regulations: VARIOUS COMMERCIAL USES
Highest & Best Use: COMMERCIAL DEVELOPMENT
Describe any improvements: NONE
Do present improvements conform to zoning? ☐ Yes ☐ No ☒ No improvements If No, explain:
Present use of subject site: VACANT Current or proposed ground rent? ☐ Yes ☒ No If Yes, \$
Topography: ON GRADE/GENTLY ROLLING Size: TYPICAL FOR AREA Drainage: ADEQUATE
Corner Lot: ☐ Yes ☐ No Underground Utilities: ☐ Yes ☐ No Fenced: ☐ Yes ☐ No If Yes, type:
Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone: X FEMA Map #: 51187C0110C FEMA Map Date: 6/3/08

Utilities	Public	Other	Provider or Description	Off-site Improvements	Type/Description	Public	Other
Electricity	☒	☐	<u>RAPAHANNOCK ELEC COOP</u>	Street Surface	<u>ASPHALT</u>	☒	☐
Gas	☐	☐		Street Type/Influence	<u>PRIMARY/SECONDARY</u>	☐	☐
Water	☒	☐	<u>AVAILABLE</u>	Curb/Gutter		☐	☐
Sanitary Sewer	☒	☐	<u>AVAILABLE</u>	Sidewalk		☐	☐
Other	☐	☐		Street Lights (type)		☐	☐
Other	☐	☐		Alley		☐	☐

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No If No, describe:
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe:
THERE APPEARS TO BE NO APPARENT ADVERSE EASEMENTS OR ENCROACHMENTS EFFECTING THE SUBJECT PROPERTY.

Site Comments: THE SUBJECT SITE IS LOCATED AT THE INTERSECTION OF WINCHESTER ROAD AND RELIANCE ROAD. THE TRACT IS ON GRADE AND APPEARS TO BE ACCESSED BY A PROPOSED SERVICE ROAD OFF OF RELIANCE ROAD. THE TERRAIN IS OPEN AND GENTLY ROLLING.

LAND APPRAISAL REPORT

File No.: 0078061

Loan No.:

There are <u>10</u> comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ <u>325,000</u> to \$ <u>795,000</u>					
There were <u>5</u> comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ <u>310,000</u> to \$ <u>700,000</u>					
COMPARABLE SALES					
FEATURE	SUBJECT	COMPARABLE # 1		COMPARABLE # 2	
Address	TBD RELIANCE RD & WINCHES	John Marshall Hwy		Fairfax Pike	
City/SV/Zip	Front Royal, VA 22630	Front Royal, VA 22630		Stephens City, VA 22655	
Proximity to Subject		5.08 miles SE		7.15 miles N	
Data Sources	INSPECTION	VAMANET		VAMANET	
Verification Sources	IDA	CLERKS OFFICE		CLERKS OFFICE	
Sale Price	\$	\$ 310,000		\$ 365,000	
Price/ Sq.Ft.	\$	4.23		5.34	
Date of Sale (MO/DA/YR)	5/15/20	4/18/19		10/9/19	
Days on Market	NA	UNKN		UNKN	
Financing Type	NA	CONV		CONV	
Concessions	NA	NONE		NONE	
Location	AVERAGE	AVERAGE		AVERAGE	
Property Rights Appraised	Fee Simple	Fee Simple		Fee Simple	
Site Size (in Sq.Ft.)	62,086	73,259		68,389	
View	AVERAGE	AVERAGE		AVERAGE	
Topography	GENTLY ROLLING	GENTLY ROLLING		GENTLY ROLLING	
Available Utilities	ALL NECESSARY	ALL NECESSARY		ALL NECESSARY	
Street Frontage	ADEQUATE	ADEQUATE		ADEQUATE	
Street Type	PRIMARY/SECOND	PRIMARY		PRIMARY	
Water Influence	NONE	NONE		NONE	
Fencing	NONE	NONE		NONE	
Improvements	NONE	NONE		NONE	
Other Feature					
Other Feature					
Net Adjustment (Total, in \$)		☐ + ☐ - \$		☐ + ☐ - \$	
Adjusted sales price of the		Net Adj. %		Net Adj. %	
Comparable Sales (in \$ / Sq.Ft.)		Gross Adj. % \$ 4.23		Gross Adj. % \$ 5.34	
				Gross Adj. 23.1% \$ -109,760	
				Gross Adj. 23.1% (\$ -1.5 /sq.ft.)	
				Gross Adj. 23.1% \$ 4.99	
The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.					
The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.					
Data Sources:					
The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.					
Data Sources:					
The appraiser's research ☐ did ☒ did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.					
Data Sources:					
Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:	
\$	\$	\$	\$	\$	\$
\$	\$	\$	\$	\$	\$
Subject property is currently listed for sale? ☐ Yes ☒ No Data Source:					
Current Listing History	List Date	List Price	Days on Market	Data Source	
		\$			
Subject property has been listed within the last 12 months? ☐ Yes ☒ No Data Source:					
12 Month Listing History	List Date	List Price	Days on Market	Data Source	
		\$			
		\$			
Comments on Prior Sales/Transfers and Current and Prior Listings: <u>NONE OBSERVED</u>					
Summary of the Sales Comparison Approach: <u>THE ABOVE SALES WERE THE BEST AVAILABLE AFTER A MARKET SEARCH. THE ADJUSTED PER SQUARE FOOT RATE RANGES FROM \$4.23 TO \$5.33 PER SQUARE FOOT. EQUAL WEIGHT HAS BEEN PLACE ON ALL SALES.</u>					
Reconciliation Comments: <u>AFTER CAREFUL CONSIDERATION I HAVE CONCLUDED THAT THE VALUE OF THE SUBJECT TRACT IS \$5.00 PER SQUARE FOOT OR 62,086 SQUARE FEET AT \$5.00 PER SQUARE FEET EQUALS \$310,430 SAY \$310,000 ROUND.</u>					
This appraisal is made ☒ "as is", or ☐ subject to the following conditions or inspections:					
Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:					
Opinion of Market Value: \$ <u>310,000</u> , as of: <u>MAY 15, 2020</u> , which is the date of inspection and the effective date of this appraisal.					

LAND APPRAISAL REPORT

File No.: 0078061

Loan No.:

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s): ☐ Detached: ☐ Attached:

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project: _____

Total number of phases: _____ Total number of units: _____ Total number of units sold: _____

Total number of units rented: _____ Total number of units for sale: _____ Data sources: _____

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion: _____

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source: _____

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

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 and 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 they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States 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: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

*Adjustments to the comparables must be made for special or creative 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 judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
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. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into one reported sale.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

File No.: 0078061

Loan No.:

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

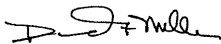
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature: 

Name: DAVID F. MILLER

Company Name: BLUE RIDGE APPRAISAL CO., LLC

Company Address: 11 TERRY COURT, SUITE A
STAUNTON, VA 24401

Telephone Number: (800) 248-0535

Email Address: nicoleg@blueridgeappraisal.com

Date of Signature and Report: 06/03/2020

Effective Date of Appraisal: MAY 15, 2020

State Certification #: 4001000367

or State License #: _____

or Other (describe): _____ State #: _____

State: VA

Expiration Date of Certification or License: 10/31/2021

ADDRESS OF PROPERTY APPRAISED
TBD RELIANCE RD & WINCHESTER RD.
FRONT ROYAL, VA 22630

APPRAISED VALUE OF SUBJECT PROPERTY \$ 310,000

LENDER/CLIENT
Name: _____

Company Name: DOUG PARSONS

Company Address: P. O. BOX 1560
FRONT ROYAL, V 22630

Email Address: _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature: _____

Name: _____

Company Name: _____

Company Address: _____

Telephone Number: _____

Email Address: _____

Date of Signature: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

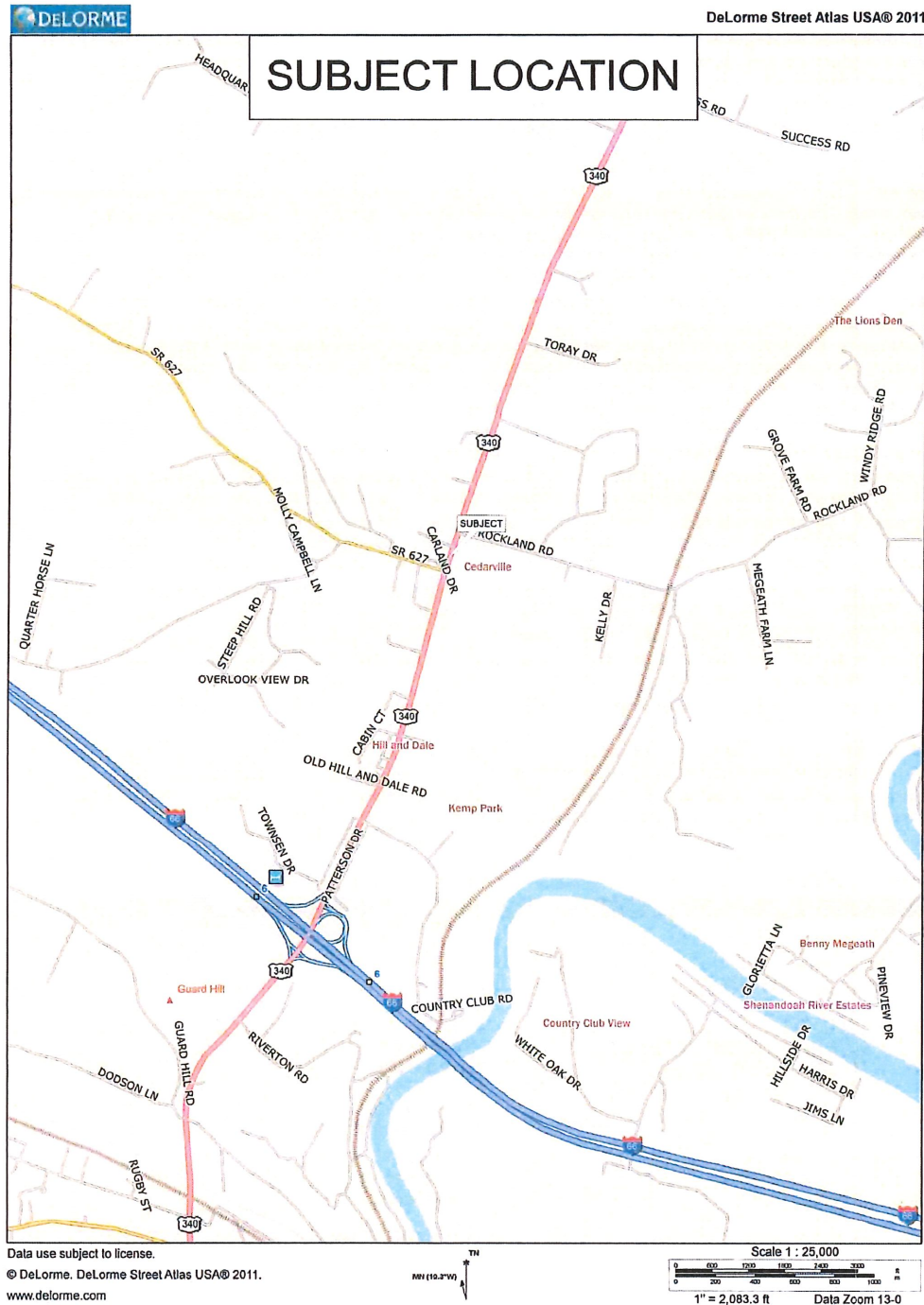
SUBJECT PROPERTY

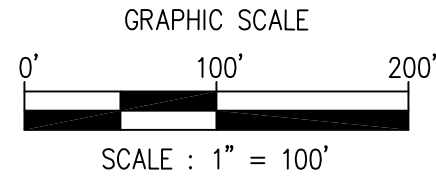
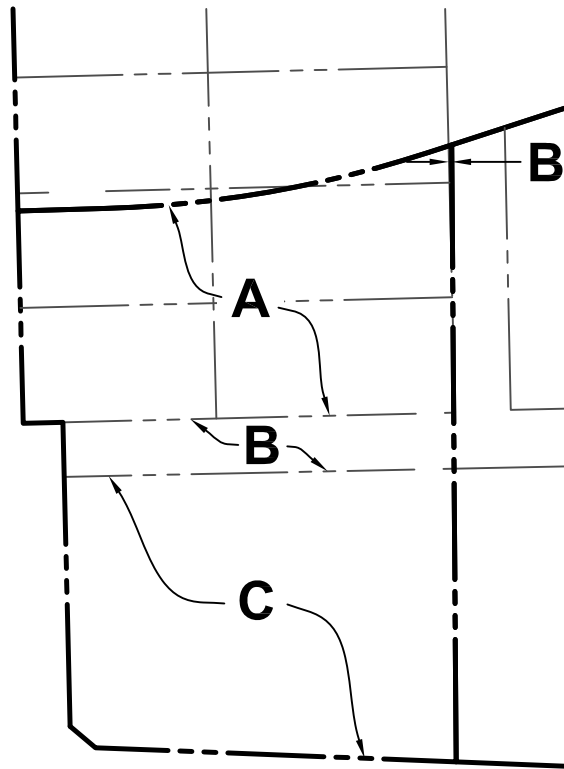
- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from at least the street
- Date of Inspection: _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
- Date of Inspection: _____

SUBJECT MAP





AREA SUMMARY

ADJUSTED TAX MAP 12A-113-1 1.4253 ACRES

A – ORIGINAL TAX MAP 12A-113-1THRU 14 0.6109 ACRES 42.8%

B – ORIGINAL RIGHT OF WAY 0.1363 ACRES 9.6%

C – ORIGINAL TAX MAP 12A-115-15 0.6780 ACRES 47.6%

TOTAL AREA 1.4253 ACRES

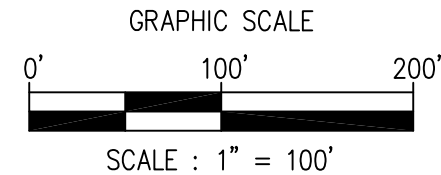
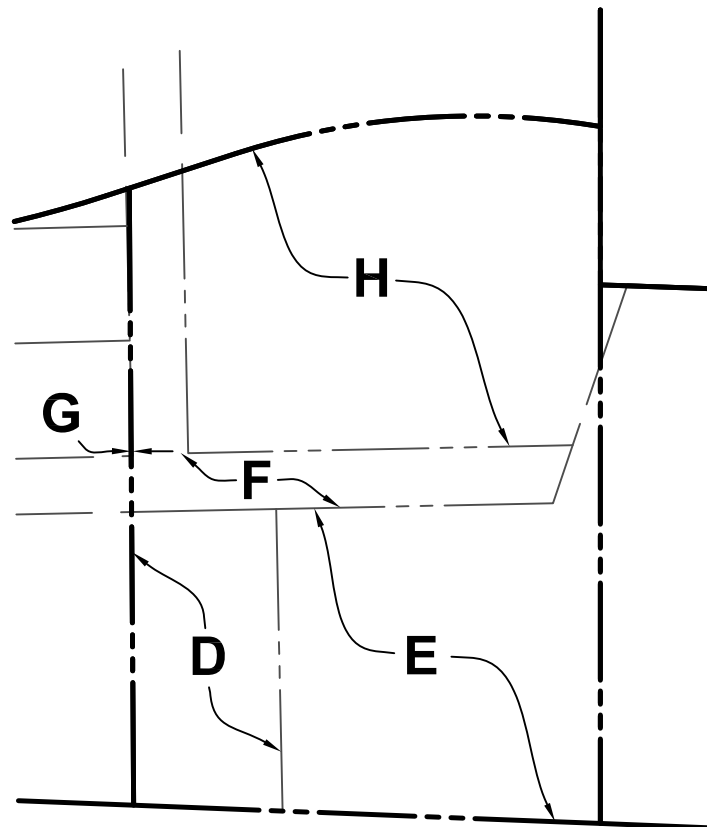
OWNERSHIP SUMMARY

A – INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA

B – RIGHT OF WAY

C – TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

**ADJUSTED TAX MAP
12A-113-1
AREA SUMMARY**



AREA SUMMARY

ADJUSTED TAX MAP 12A-115-15 1.9825 ACRES

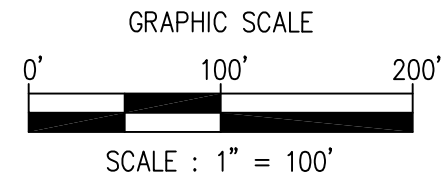
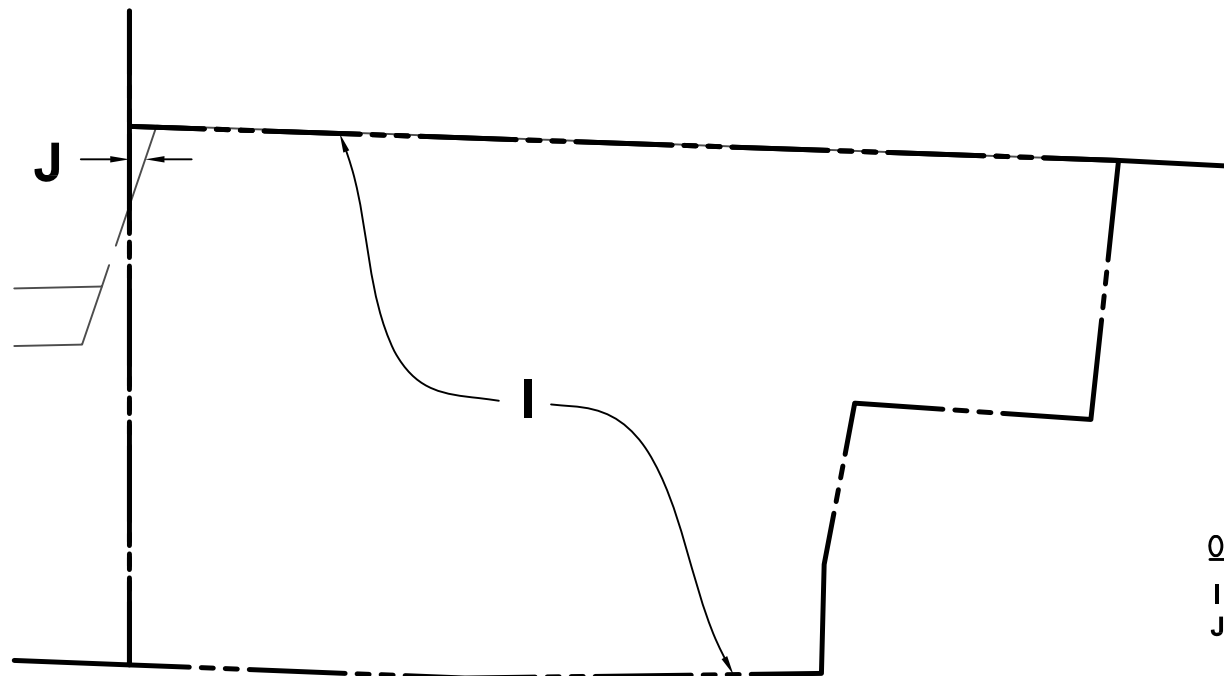
D - ORIGINAL TAX MAP 12A-115-15 0.2719 ACRES 13.7%
E - ORIGINAL TAX MAP 12-69 0.6433 ACRES 32.5%
F - ORIGINAL RIGHT OF WAY 0.2487 ACRES 12.5%
G - ORIGINAL TAX MAP 12A-113-1 THRU 14 ... 0.0004 ACRES <0.1%
H - ORIGINAL TAX MAP 12A-26D 0.8182 ACRES 41.3%

TOTAL AREA 1.9825 ACRES

OWNERSHIP SUMMARY

D - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA
E - TOWN OF FRONT ROYAL, VIRGINIA
F - RIGHT OF WAY
G - INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA
H - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

**ADJUSTED TAX MAP
 12A-115-15
 AREA SUMMARY**



AREA SUMMARY

ADJUSTED TAX MAP 12-69 2.7778 ACRES

I - ORIGINAL TAX MAP 12-69 2.7712 ACRES 99.8%

J - ORIGINAL TAX MAP 12-26D ... 0.0066 ACRES 0.2%

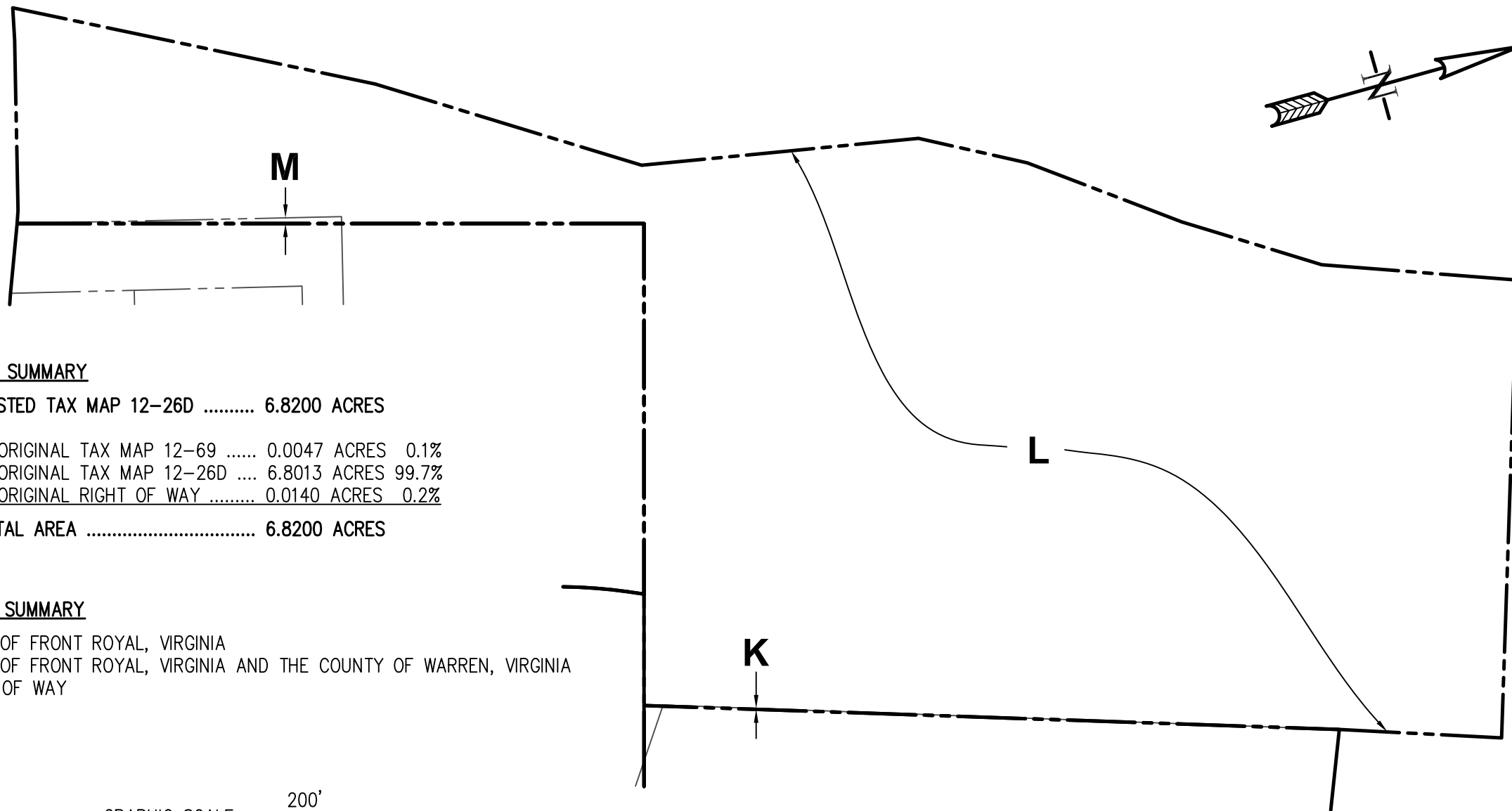
TOTAL AREA 2.7778 ACRES

OWNERSHIP SUMMARY

I - TOWN OF FRONT ROYAL, VIRGINIA

J - TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

**ADJUSTED TAX MAP
12-69
AREA SUMMARY**



AREA SUMMARY

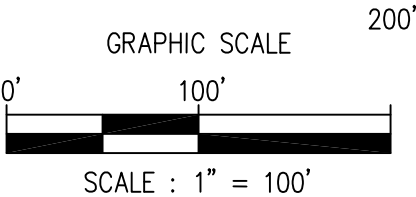
ADJUSTED TAX MAP 12-26D 6.8200 ACRES

K – ORIGINAL TAX MAP 12-69 0.0047 ACRES 0.1%
L – ORIGINAL TAX MAP 12-26D 6.8013 ACRES 99.7%
M – ORIGINAL RIGHT OF WAY 0.0140 ACRES 0.2%

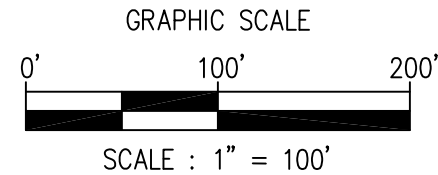
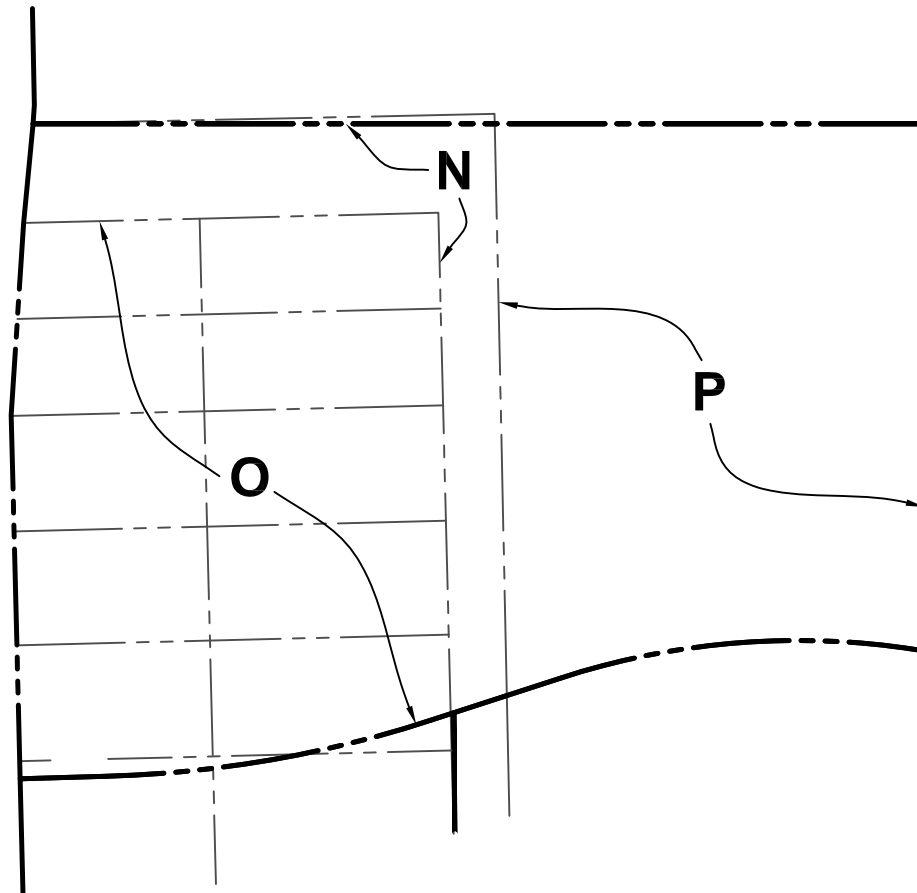
TOTAL AREA 6.8200 ACRES

OWNERSHIP SUMMARY

K – TOWN OF FRONT ROYAL, VIRGINIA
L – TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA
M – RIGHT OF WAY



**ADJUSTED TAX MAP
12-26D
AREA SUMMARY**



AREA SUMMARY

ADJUSTED TAX MAP 12A-113-2 3.2967 ACRES

N – ORIGINAL RIGHT OF WAY 0.4483 ACRES 13.6%

O – ORIGINAL TAX MAP 12A-113-1 THRU 14 ... 1.4446 ACRES 43.8%

P – ORIGINAL TAX MAP 12-26D 1.4038 ACRES 42.6%

TOTAL AREA 3.2967 ACRES

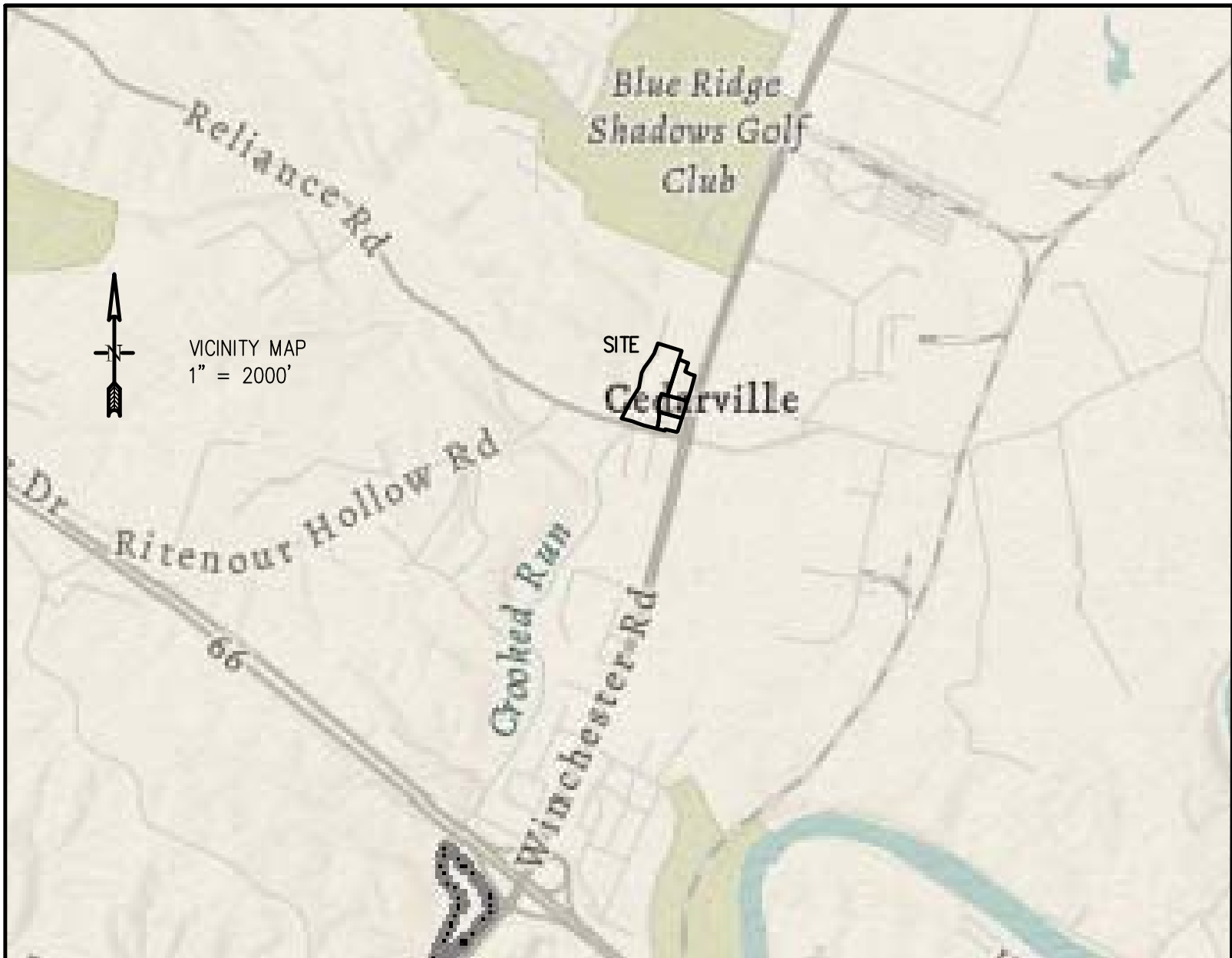
OWNERSHIP SUMMARY

N – RIGHT OF WAY

O – INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA

P – TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA

**ADJUSTED TAX MAP
12A-113-2
AREA SUMMARY**



OWNER'S CERTIFICATE

THE ABOVE AND FOREGOING BOUNDARY LINE ADJUSTMENT AND CONSOLIDATION, AS APPEARS ON THE ACCOMPANYING PLAT, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

FOR THE INDUSTRIAL DEVELOPMENT OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA

DATE

FOR THE TOWN OF FRONT ROYAL, VIRGINIA

DATE

FOR THE COUNTY OF WARREN, VIRGINIA

DATE

COUNTY OF WARREN APPROVAL

APPROVED PURSUANT TO VIRGINIA STATE CODE SECTION 15.2-2272.

COUNTY ADMINISTRATOR

DATE

COUNTY OF WARREN APPROVAL

REVIEWED AND CERTIFIED AS EXEMPT FROM THE WARREN COUNTY SUBDIVISION ORDINANCE UNDER SECTION 155-3 B (1)(a) ALLOWING BOUNDARY ADJUSTMENTS AND MAY BE COMMITTED TO RECORD.

PLANNING DIRECTOR

DATE

TOWN OF FRONT ROYAL APPROVALS

REVIEWED AND APPROVED BY THE TOWN PLANNING COMMISSION

PLANNING DIRECTOR

DATE

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL

MAYOR

DATE

CLERK

DATE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 55°28'25" W	17.30'
L2	S 14°07'16" W	20.68'
L3	N 13°54'39" E	45.33'
L4	N 02°28'36" W	12.71'
L5	N 02°28'36" W	58.41'
L6	N 69°02'42" W	51.96'
L7	N 70°19'11" W	9.68'
L8	N 77°47'37" W	24.05'

WATER SOURCE
EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
E1	N 74°27'58" W	169.95'
E2	S 15°32'02" W	115.58'
E3	S 74°27'58" E	165.41'
E4	N 17°46'51" E	115.67'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	600.00'	171.61'	171.03'	N 05°43'01" E	16°23'15"
C2	400.00'	192.16'	190.32'	N 11°17'09" E	27°31'31"
C3	400.00'	57.57'	57.52'	N 29°10'19" E	8°14'48"

AREA SUMMARY

ORIGINAL TAX MAP 12A-113-1 THROUGH 14 ... 2.056 ACRES
ORIGINAL TAX MAP 12A-115-15 0.950 ACRES
ORIGINAL TAX MAP 12-26D 9.030 ACRES
ORIGINAL TAX MAP 12-69 3.419 ACRES
RIGHT OF WAYS 0.847 ACRES

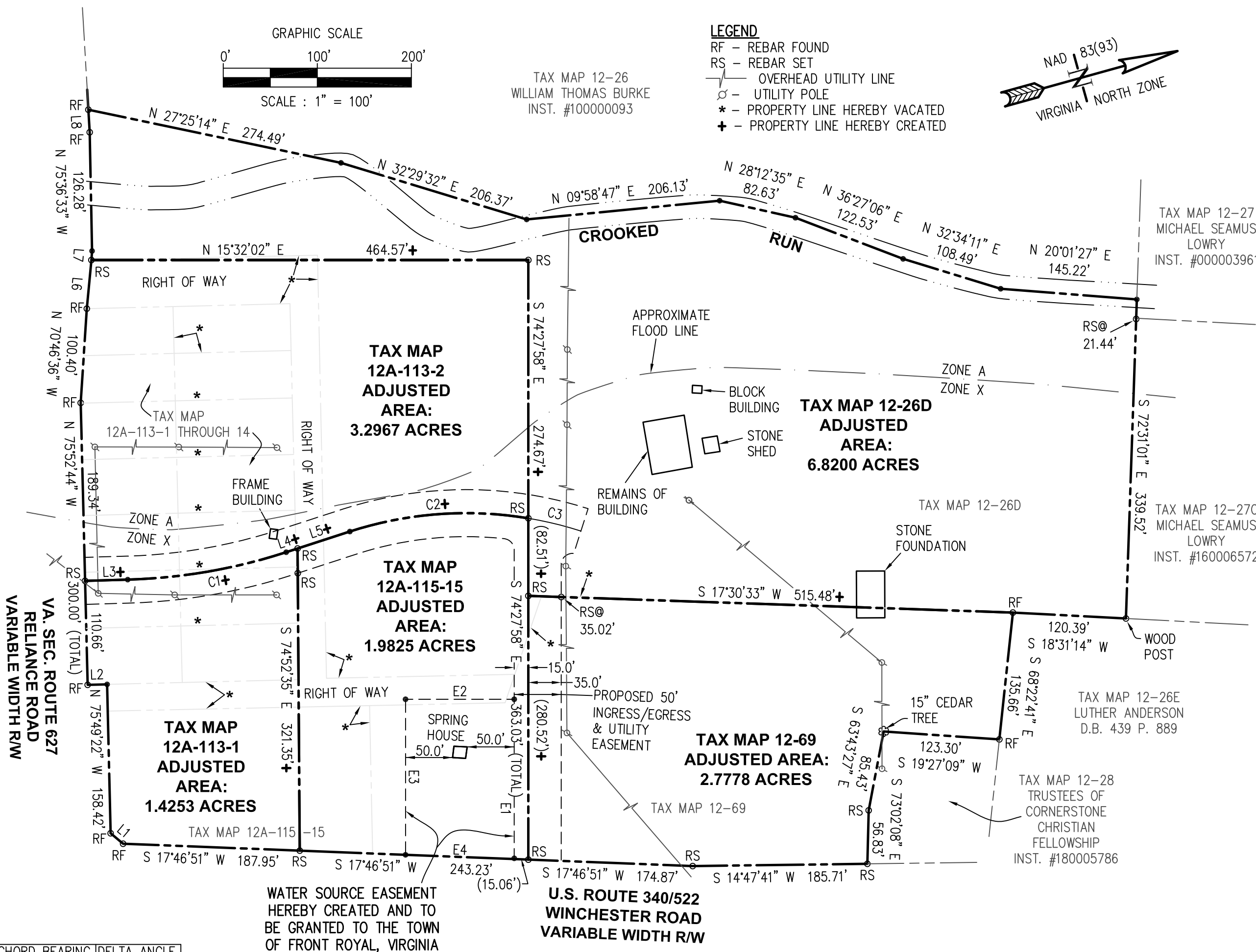
TOTAL ORIGINAL AREA 16.302 ACRES

ADJUSTED TAX MAP 12A-113-1 1.425 ACRES
ADJUSTED TAX MAP 12A-113-2 3.297 ACRES
ADJUSTED TAX MAP 12A-113-3 THROUGH 14 ... VACATED
ADJUSTED TAX MAP 12A-115-15 1.982 ACRES
ADJUSTED TAX MAP 12-26D 6.820 ACRES
ADJUSTED TAX MAP 12-69 2.778 ACRES
RIGHT OF WAYS VACATED

TOTAL ADJUSTED AREA 16.302 ACRES

NOTES

1. NO TITLE REPORT FURNISHED; THEREFORE, EASEMENTS OR ENCUMBRANCES AFFECTING THE PROPERTY REPRESENTED BY THIS SURVEY MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
2. THE LOCATIONS OF UNDERGROUND UTILITIES OR OTHER SUBSURFACE IMPROVEMENTS, IF ANY, WERE NOT ASCERTAINED; THEREFORE, ARE NOT SHOWN.
3. THE BOUNDARY INFORMATION SHOWN ON THIS PLAT IS BASED ON PLAT DATED 10 MARCH 2010 BY KIRK W. NORTON, L.S., RECORDED IN SLIDE 257-B AND PLAT DATED 20 JANUARY 2016 BY L.C. HIMELRIGHT, L.S. RECORDED WITH INSTRUMENT #160003334 AND VERIFIED ALONG WITH THE LOCATIONS OF PHYSICAL IMPROVEMENTS BY A FIELD RUN SURVEY COMPLETED UNDER MY SUPERVISION ON 31 MARCH 2020.
4. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 51187C0110C, DATED 3 JUNE 2008, A PORTION OF THE LANDS SHOWN ON THIS PLAT ARE WITHIN AN AREA DESIGNATED AS ZONE A, WHICH IS A SPECIAL FLOOD HAZARD AREA. FLOOD LINE SHOWN HEREON IS APPROXIMATE AND WAS SCALED FROM AFOREMENTIONED MAP.

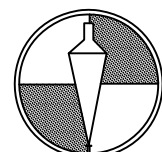


SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE LAND CONTAINED IN THIS BOUNDARY LINE ADJUSTMENT AND CONSOLIDATION ARE THE LANDS CONVEYED TO THE INDUSTRIAL DEVELOPMENT OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-113-1 THROUGH 14] BY DEED DATED 7 JULY 2016, RECORDED AS INSTRUMENT #160003334; THE LANDS CONVEYED THE TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-115-15 & 12-26D] BY DEED DATED 21 MARCH 2012, RECORDED AS INSTRUMENT #120002714 AND THE LAND CONVEYED TO THE TOWN OF FRONT ROYAL, VIRGINIA [TAX MAP 12-69] BY DEED DATED 14 MARCH 2012, RECORDED AS INSTRUMENT #120002713.

BOUNDARY LINE ADJUSTMENT AND CONSOLIDATION
OF THE LANDS OF THE INDUSTRIAL DEVELOPMENT OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA [TAX MAP 12A-113-1 THOUGH 14]
THE LANDS OF THE TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA
TAX MAP 12A-115-15, 12-26D]
AND THE LANDS OF THE TOWN OF FRONT ROYAL, VIRGINIA [TAX MAP 12-69]
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

DATE:
04/20/2020
DWG NAME:
10939-BLA
DRAWN BY: JTG
SHEET 1 OF 1



Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET ~ WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468 ~ FAX (540) 667-0469 ~ EMAIL office@marshandlegge.com
www.marshandlegge.com





COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
February 2, 2021	I-3	Authorization to Advertise for Public Hearing – Ordinance to Amend and Re-Ordain Section 82-4 of the Warren County Code to have Shannon Woods Sanitary District be Authorized to Implement a New Construction Road Use Fee.	1 OF 1

EXPLANATION & SUMMARY:

Chapter 82 of the Warren County Code states that the Board of Supervisors may set a rate of charge for the extraordinary use of the streets and roads in sanitary districts to the owners of lots upon which new construction is commencing. The rate of charge must be paid by the home builder/property owner at the time of building permit application for a dwelling or other principal structure.

The intent is that the funding would help offset any damages and/or repairs to the road system that may result from the heavy construction trucks and equipment associated with the new construction. The new construction fee must be closely tied to the actual impact of construction equipment. Under Virginia law, Warren County cannot charge a construction "impact fee" for new development. In essence, the fee is to provide funding to repair the roads that are used to access the construction site, note to construct or improve the roads. The current fees vary from \$1,500 to \$5,000 and are currently collected in 10 of our 14 Sanitary Districts.

At this time, the Shannon Woods Sanitary District Board is requesting to implement a new construction road use fee of \$2,500 for the streets and roads in the district. In order for the district to apply a new construction road use fee, it must be included on the list enumerated in Section 82-4 of the Warren County Code.

COST AND FINANCING:

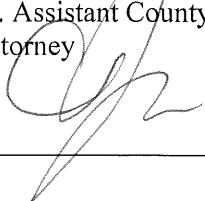
N/A

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the advertisement of a public hearing to amend and re-ordain Section 82-4 of the Warren County Code to have Shannon Woods Sanitary District be authorized to apply a construction road use fee, such fee to be \$2,500.

ALTERNATIVE MOTION:

I move that the Board of Supervisors postpone this item for further discussion to _____.

SUBMITTED BY: Caitlin W. Jordan, Sr. Assistant County Attorney 	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
---	---	----------------------

AN ORDINANCE TO AMEND AND RE-ORDAIN SECTION 82-4 OF THE WARREN COUNTY CODE TO ADD SHANNON WOODS SANITARY DISTRICT TO THE LIST OF SANITARY DISTRICTS AUTHORIZED TO APPLY CONSTRUCTION ROAD USE FEES

BE IT ORDAINED BY THE Warren County Board of Supervisors that Section 82-4 of the Warren County Code (Applicability to certain sanitary districts) be amended and re-ordained as follows:

Chapter 82: Construction, New

§82-4 Applicability to certain sanitary districts

The user fee authorized by the article shall apply to the following sanitary districts:

- A. Within the boundary lines of the Skyland Estates Sanitary District.
- B. Within the boundary lines of the Blue Mountain Sanitary District.
- C. Within the boundary lines of the Shenandoah Farms Sanitary District.
- D. Within the boundary lines of the Shenandoah Shores Sanitary District.
- E. Within the boundary lines of the High Knob Sanitary District.
- F. Within the boundary lines of the Linden Heights Sanitary District.
[Added 6-17-2014]
- G. Within the boundary lines of the Shangri-La Sanitary District.
[Added 5-16-2017]
- H. Within the boundary lines of the Lake Front Royal Sanitary District.
[Added 5-16-2017]
- I. Within the boundary lines of the Osprey Lane Sanitary District.
[Added 5-21-2019]
- J. Within the boundary lines of the South River Estates Sanitary District.
[Added 9-15-2020]
- K. **Within the boundary lines of the Shannon Woods Sanitary District.**
[Added 2-16-2021]

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is ~~lined through~~.

Language proposed to be added is **underlined**.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
February 2, 2021	I-4	Authorization to Advertise for Public Hearing – Approval of Easement to Town of Front Royal, Virginia for the installation of water mains	1 OF 1

EXPLANATION & SUMMARY:

The Town of Front Royal, Virginia (“Town”), through CHA Consulting, Inc., has requested that the County of Warren (“County”) grant the Town an easement over two County properties, namely tax map number 12-57 and 12-53A, to allow the Town to install a new water main to the Route 522 Corridor. See the attached letter and plats.

Currently, there is only one water main that provides water to the shopping centers, restaurants, and other businesses north of the bridges. In the event this water main breaks or is damaged there is no other way for the Town to supply these commercial users with water. To address this concern, the Town is installing several new waterlines that will not only provide water to the Route 522 Corridor but also improve water quality and system reliability. After conducting a detailed engineering and design analysis, it was determined that a section of the new waterlines would need to be installed on two County properties, namely tax map number 12-57 and 12-53A. The primary property’s address is 701 Country Club Rd., Front Royal, Virginia 22630.

The new waterlines will be installed underground and will be invisible after installation. The easement would require the Town to confine construction to an agreed upon area and would also require the Town to restore the property to the same or better condition prior to construction.

CHA Consulting, Inc. has prepared an easement that is currently being reviewed by the County Attorney’s Office. See the attached easement.

COST AND FINANCING:

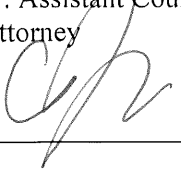
N/A

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the advertisement and public hearing regarding granting the Town of Front Royal, Virginia an easement over Tax Map Number 12-57 and 12-53A.

ALTERNATIVE MOTIONS:

I move that the Board of Supervisors postpone this request until _____.

SUBMITTED BY: Caitlin W. Jordan, Sr. Assistant County Attorney 	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
---	---	----------------------

Prepared and Recorded By:
Town of Front Royal
102 E. Main
Front Royal, VA 22630

Tax Map No. 12-57, 53A

This Deed is exempt (i) from recordation taxes pursuant to Section 58.1-811 (A)(3) and (C)(5) of the Code of Virginia (1950), as amended, and (ii) from the payment of Clerk's fees pursuant to Section 17.1-266 of the Code of Virginia (1950), as amended.

NOTICE TO THE CLERK: When indexing this instrument, please refer to the Town of Front Royal Parallel Waterline for the Route 522 North Corridor project.

This Deed of Easement is made and entered this _____ day of _____, 2020 by and between COUNTY OF WARREN VA (THE), herein referred to as **GRANTOR** and the Town of Front Royal, Virginia, "Town", a Municipal Corporation, herein referred to as **GRANTEE**.

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the Grantee to the Grantor, receipt whereof is hereby acknowledged, the Grantor grants and conveys unto the Grantee, its successors and assigns, the following rights in real property situated in Warren County, Virginia, to wit:

The privilege and easement in perpetuity to construct, lay, maintain, repair, inspect, improve and operate within the easement as shown on an easement figure(s) "Exhibit 1, 2" dated November 18, 2020, prepared by CHA Consulting, Inc., and attached hereto and made a part of this instrument. The said easement is marked thereon as shown in the attached figure(s) "Exhibit 1, 2" The real estate encumbered by this instrument was conveyed to the Grantors by deed dated 4/14/2005, 5/18/2007 and recorded in the Warren County, VA Clerk's Office as Instrument Number 050003897, 070004858, and designated on the Land Records as Tax Map No. 12-57, 53A (herein referred to as "the Property").

In addition, the Grantor grants and conveys unto the Grantee, its successors and assigns, an underground easement for water facilities (which have been installed) which serve the Town, designated as 701 COUNTRY CLUB RD.

This easement is subject to all existing easements, rights-of-way, and restrictions and is further subject to the following conditions:

1. The Grantee shall assume all responsibility for repair, maintenance, reconstruction and replacement of the water facilities within the easement.

2. The water facilities constructed shall remain the property of the Grantee. The Grantee shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations, additions to or extensions of its water facilities within the boundaries of said easement as are consistent with the purpose expressed herein. All construction, maintenance, equipment and water facilities shall comply with all applicable law ordinances, codes and regulations.

3. Upon completion of any activity by Grantee upon the easement, Grantee shall restore the Property as nearly as possible to its original condition as is practicable, including backfilling, and compaction of trenches, repaving, reseeding or resodding of lands, replacement of equipment and facilities of Grantor, removal of trash and debris, and removal of Grantee's equipment, accessories or appurtenances not inconsistent with the construction, maintenance or operation of said water facilities or the exercise of any rights or privileges expressed herein, and will make a good faith effort to minimize any damage. Grantee shall maintain said easement and water facilities in such repair as not to endanger or otherwise limit the enjoyment or use of the Property, including ingress, egress or parking in, on and over driveways, roads, or parking lots.

4. That the Grantee may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said rights-of-way or easement that may in any manner, in Grantee's judgment, endanger or interfere with the proper and efficient operation of the water facilities therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easement herein granted for the aforesaid purpose.

5. The granting of the easement hereinafter described neither expressly nor impliedly constitutes any payment, nor the waiver of any obligation for the payment, by the Grantor or his successors or assigns, of any cut-in fee or charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Grantee or to any person, firm or other corporation whatsoever.

6. That Grantee will exercise reasonable care to protect the Property from damage or injury occasioned in the enjoyment of the easement and rights herein granted, and to promptly repair the Property or reimburse the Grantor for any property damaged beyond repair.

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

8. That Grantor shall have no right, title, interest, estate or claim whatsoever in or to any of the water facilities or other equipment and accessories installed by virtue hereof.

9. This permanent easement shall run with the land of the Grantor, and shall be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and the Grantee.

WITNESS the following signatures and seals.

_____(SEAL)

Property Owner 1

_____(SEAL)

Property Owner 2

STATE OF VIRGINIA, TO-WIT:

I, _____, a Notary Public in and for the State, do hereby certify that COUNTY OF WARREN VA (THE), whose names are signed to the foregoing Deed of Easement, dated _____, have this day personally appeared and acknowledged the same before me in my State and County aforesaid.

My commission expires: _____

Registration No.: _____

Given under my hand this _____ day of _____, 2020.

NOTARY PUBLIC

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

WITNESS the following signature:

GRANTEE: TOWN OF FRONT ROYAL, VIRGINIA

BY: _____

Matthew Tederick, Town Manager



DATE: November 20, 2020

TAX ID: 12-57, 53A - 701 COUNTRY CLUB RD

COUNTY OF WARREN VA (THE)
220 N COMMERCE AVE #100
FRONT ROYAL VA 22630

Dear Property Owner(s):

The Town of Front Royal (Town) needs to install several new water mains to improve water service in multiple areas of the Town as well as in the County, which includes the Route 522 Corridor north of Town. Currently, there is only one water main that provides Town water service to the Route 522 Corridor, which serves all of the commercial users, including the shopping centers and restaurants north of the bridges, and industrial users north of Town all the way beyond Fairgrounds Road. If the current water line should break, customers in the Route 522 Corridor would be without water. To prevent this from occurring, the Town will be constructing a second waterline across the Shenandoah River to the Corridor to increase reliability of the water supply in this area. Several additional waterlines are also being constructed within the Route 522 Corridor system to improve water quality and system reliability.

Locations and alignments for the proposed waterlines are currently being finalized. After a detailed engineering and design analysis, a section of one of the new waterlines is proposed to be located on your property. To accomplish construction with the least amount of disturbance, an easement, which is a permission by you in exchange for compensation to you by the Town, would be required for the waterline, which would be entirely underground and invisible, to be located on your property. The construction work would be confined to the area agreed to in the easement and all your property will be restored to like or better condition after construction. With a signed easement, you will still own your entire property.

Enclosed you will find copies of the following:

<i>Document Name</i>	<i>Purpose</i>
1. Easement Agreement with Exhibit	Legal Agreement for the easement
2. W-9 form	Required for tax purposes
3. Easement Purchase Invoice	Outlines payment instructions for your easement

Please sign the enclosed easement agreement in the presence of a notary public and return it to the Town of Front Royal using the enclosed envelope by December 16, 2020.

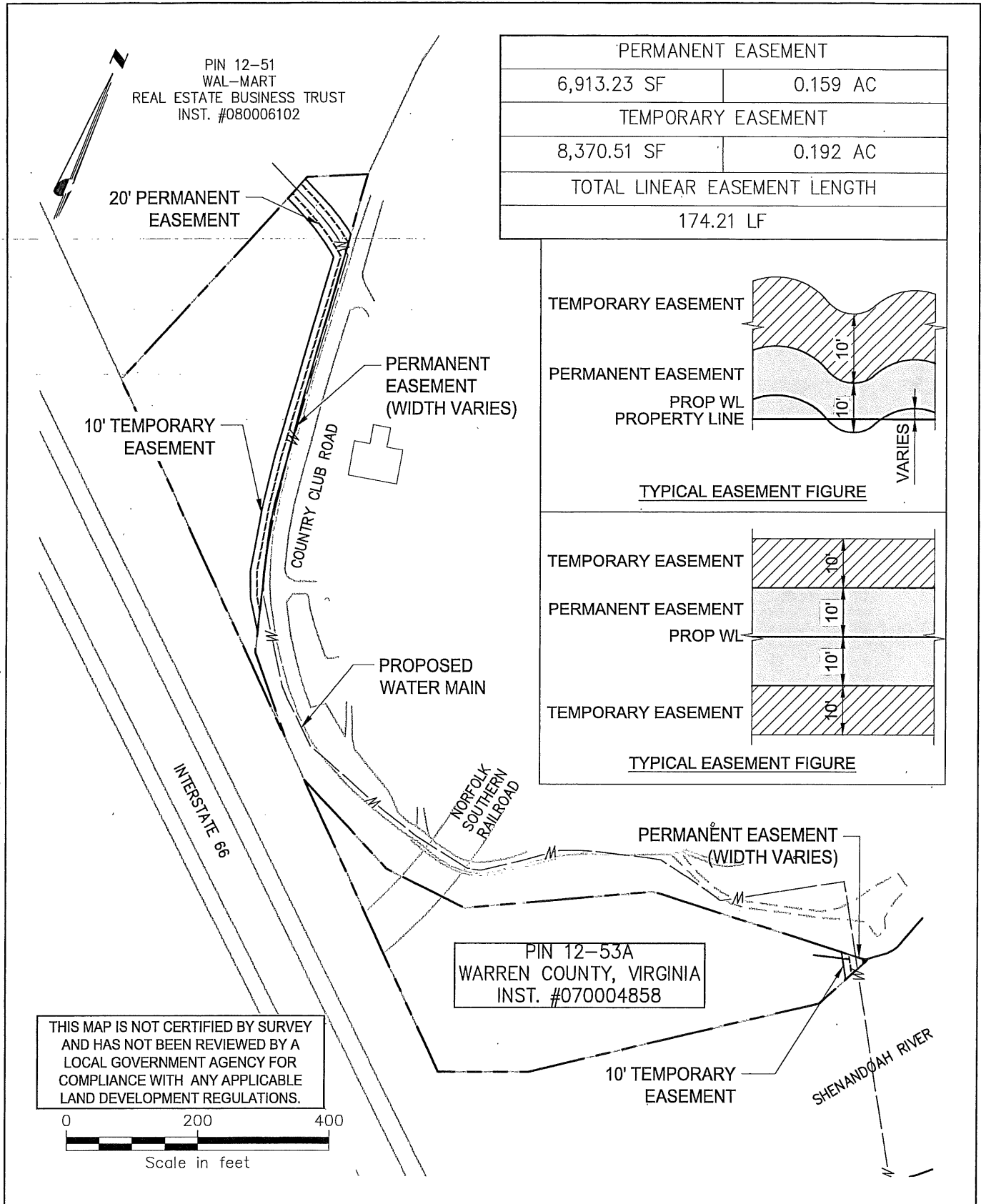


Please contact Lindsay Swain at CHA Consulting, Inc. if you have any questions about the easement. Lindsay can be contacted via email (LSwain@chacompanies.com) or by phone at 540-227-7262 (office).

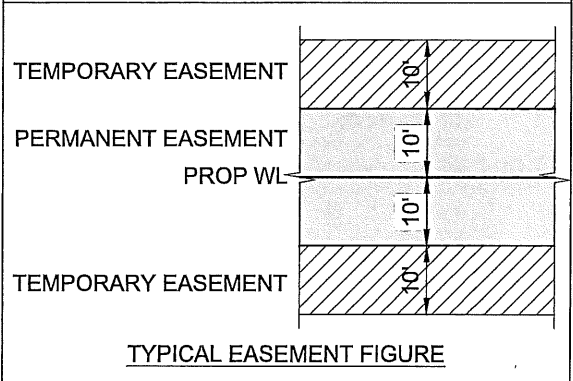
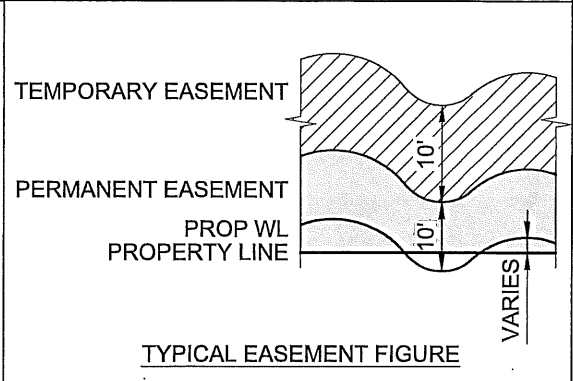
Thank you very much for your input and I look forward to talking with you.

Best Regards,

Lindsay Swain, P.E.
Southern US Water/Wastewater Manager
Project Manager
CHA ~ Responsibly Improving the World We Live In

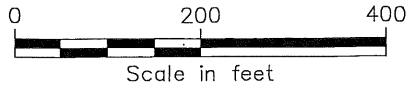
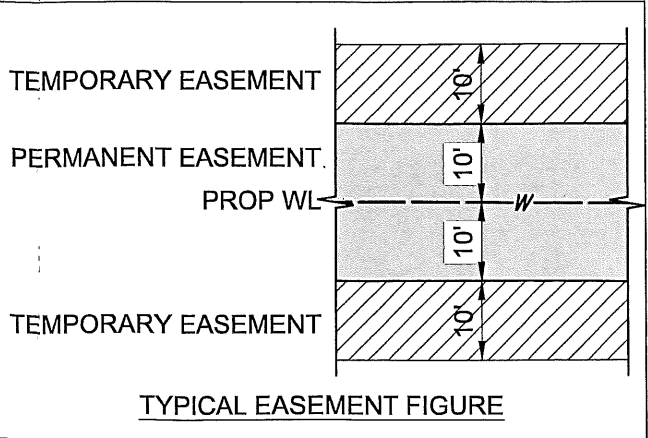
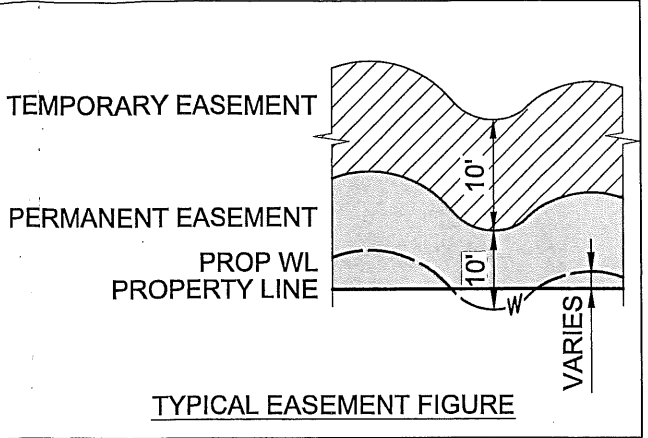
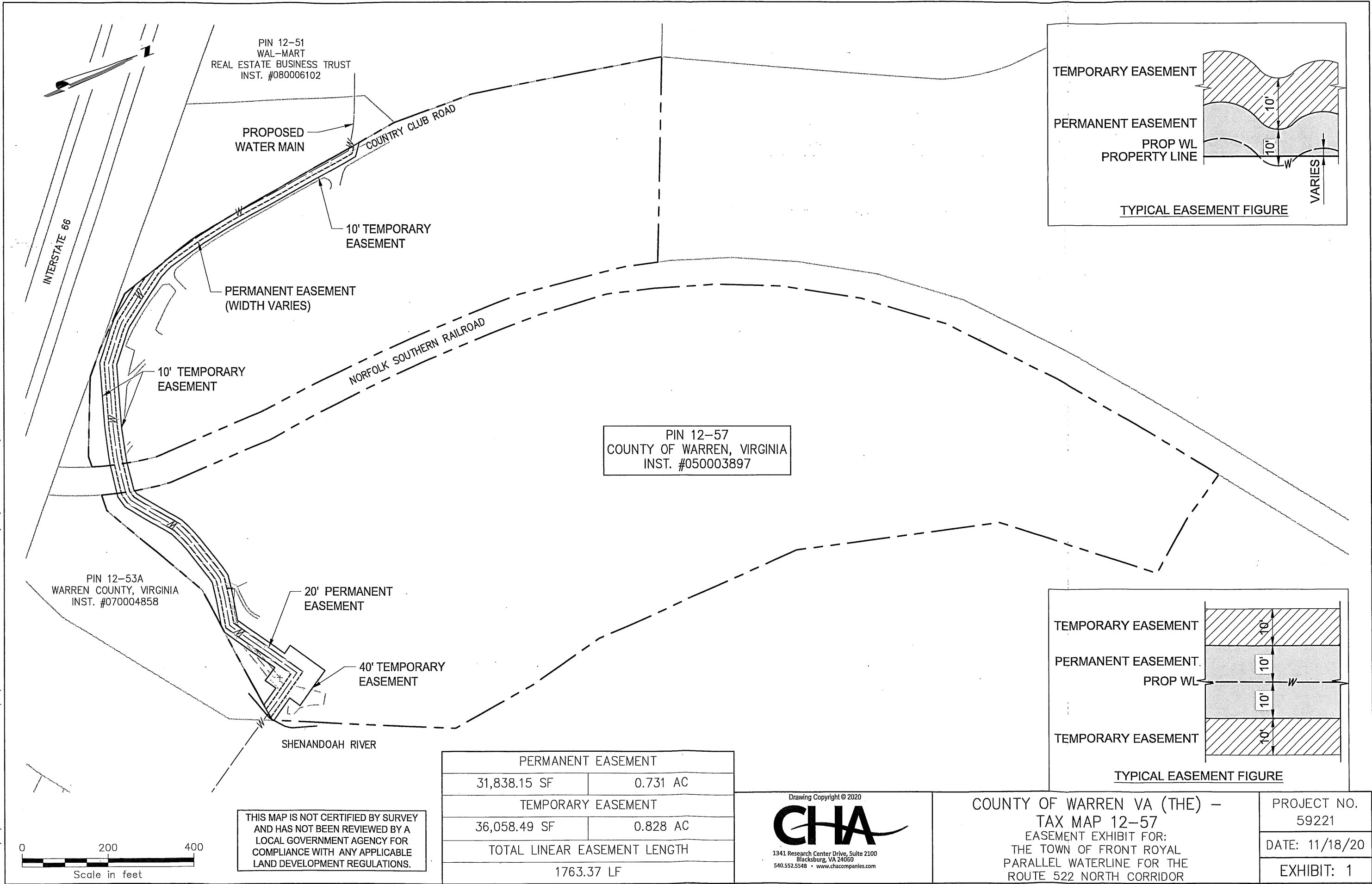


PERMANENT EASEMENT	
6,913.23 SF	0.159 AC
TEMPORARY EASEMENT	
8,370.51 SF	0.192 AC
TOTAL LINEAR EASEMENT LENGTH	
174.21 LF	



Drawing Copyright © 2020 CHA 1341 Research Center Drive, Suite 2100 Blacksburg, VA 24060 540.552.5548 • www.chacompanies.com	WARREN COUNTY VA – TAX MAP 12-53A		PROJECT NO. 59221
	EASEMENT EXHIBIT FOR: THE TOWN OF FRONT ROYAL PARALLEL WATERLINE FOR THE ROUTE 522 NORTH CORRIDOR		DATE: 11/18/20
			EXHIBIT: 2

File: V:\PROJECTS\ANY\K5\059221.000\CADD\FIGURES\EASEMENTS\59221 ESMT FIGURES_A.DWG
Saved: 11/18/2020 1:26:01 PM Plotted: 11/18/2020 1:37:22 PM Current User: Roby, Cynthia LastSavedBy: 7434



THIS MAP IS NOT CERTIFIED BY SURVEY
AND HAS NOT BEEN REVIEWED BY A
LOCAL GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE
LAND DEVELOPMENT REGULATIONS.

PERMANENT EASEMENT	
31,838.15 SF	0.731 AC
TEMPORARY EASEMENT	
36,058.49 SF	0.828 AC
TOTAL LINEAR EASEMENT LENGTH	
1763.37 LF	

Drawing Copyright © 2020

CHA

1341 Research Center Drive, Suite 2100
Blacksburg, VA 24060
540.552.5548 • www.chacompanies.com

COUNTY OF WARREN VA (THE) –
TAX MAP 12-57
EASEMENT EXHIBIT FOR:
THE TOWN OF FRONT ROYAL
PARALLEL WATERLINE FOR THE
ROUTE 522 NORTH CORRIDOR

PROJECT NO.
59221

DATE: 11/18/20

EXHIBIT: 1



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
2/2/2021	I-5	Authorization to Advertise for Public Hearing An ordinance to vacate the existing 28 foot wide unimproved right-of-way and 14 foot wide unimproved right-of-way between tax map number 36A, lots 22, 32, and 33 in the Elias Herr lots in Limeton.	1 of 1

EXPLANATION & SUMMARY:

The Planning Department has received a request to vacate a 28 foot wide platted right-of-way and 14 foot wide platted right-of-way in the Elias Herr Lots in Limeton. The right-of-ways are located between tax map 36A, lots 8, 9, 22, 32, and 33. The right-of-ways are unimproved and are shown on the original plat of the lots recorded in deed book "R", page "527".

At this time, the owners of tax map 36A, lots 22, 32, and 33 have recently sold their properties to Mr. Zachary Anderson. The realtor involved in the sell has sent an email requesting this vacation as it was agreed upon between the two parties in their contract. There is an agreement between them for the installation of a new septic system, but in order to have room to place the septic system, they will need to vacate the alleyways shown on the attached plat from Preston Humphreys, surveyor.

There is no evidence of the right-of-ways on site; it is only shown on the plat recorded in the courthouse. The right-of-way vacation would not hinder current or future access to any lots. We are still waiting on information from the surveyor that the 14 foot alleyway can go in totality to this property or it may need to be split between properties on both sides. We will have that answer by the public hearing.

Virginia Code Section 15.2-2272(2) gives the authority to the Board of Supervisors to vacate existing right-of-ways dedicated for public use after proper notice and after a public hearing. Any person aggrieved by such decision has thirty (30) days to appeal such decision.

Virginia Code Section 15.2-2274 states that fee simple title to the centerline of the right-of-way hereby vacated shall transfer and vest with the owners of the abutting properties.

The County Attorney's Office is drafting a proposed ordinance that vacates the right-of-way and will be submitted to the Board prior to the public hearing on this request.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the advertisement for a public hearing for the ordinance to vacate a 28 foot platted right-of-way and a 14 foot platted right-of-way as shown on the survey by Preston Humphreys dated December 8, 2020, located in the Elias Herr Lots in Limeton.

-OR-

I move this matter be tabled until for further discussion.

SUBMITTED BY:	DISPOSITION OF COMMISSION:	PROCESSED BY:
Taryn Logan, Planning Director	☐ APPROVED ☐ OTHER (Describe)	

Taryn Logan

From: Jennifer Avery <jenaveryrealtor@gmail.com>
Sent: Tuesday, January 26, 2021 2:41 PM
To: Taryn Logan; Pioneer Land Surveys PLC
Subject: Vacation of Alleyway 34 Maple Street

To whom it may concern,

We are requesting the ROW vacation at 34 Maple Street, Bentonville VA for the installation of a new septic system as agreed per contract between Rebecca Cooke (seller) and Zachary Anderson (purchaser).

Thanks,
Jen Avery

Jennifer Avery
BPOR, CNE, e-PRO, SRS, REALTOR®
CRUM REALTY, INC
540.662.0400 | 540.683.0790 |
318 S Loudoun St. Winchester VA 22601 [|jenaveryrealtor@gmail.com](mailto:jenaveryrealtor@gmail.com)

Jennifer Avery - Owner/Inspirationalist
Jenspiration, LLC

Total Control Panel

[Login](#)

To: tlogan@warrencountyva.net [Remove](#) this sender from my allow list
From: jenaveryrealtor@gmail.com

You received this message because the sender is on your allow list.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	900.00'	94.84'	94.80'	N 60°26'48" E	06°02'16"

AREA TABULATION

0.1187 AC. (ALLEYS)
0.1224 AC. (TM #36A-22)
0.1102 AC. (TM #36A-18)
+0.1102 AC. (TM #36A-19)
0.4615 AC. NEW TM #36A-19A

LEGEND

- O = IRON PIN FOUND
- U = UTILITY POLE
- ⊗ = EXISTING WELL
- = IRON REBAR SET



AREA OF EXISTING
ALLEYS HEREBY
VACATED
0.1187 ACRES

WARREN COUNTY APPROVAL

COUNTY ADMINISTRATOR
DATE: _____

REVIEWED AND CERTIFIED AS
EXEMPT FROM THE WARREN
COUNTY SUBDIVISION
ORDINANCE UNDER SECTION
155-3 (B) (1) (a), ALLOWING
BOUNDARY ADJUSTMENTS AND
MAY BE COMMITTED TO
RECORD.

PLANNING DIRECTOR
DATE: _____



ALLEY VACATION & LOT CONSOLIDATION ANDERSON PROPERTY, INSTRUMENT #200009110, SOUTH RIVER DISTRICT, WARREN COUNTY, VIRGINIA

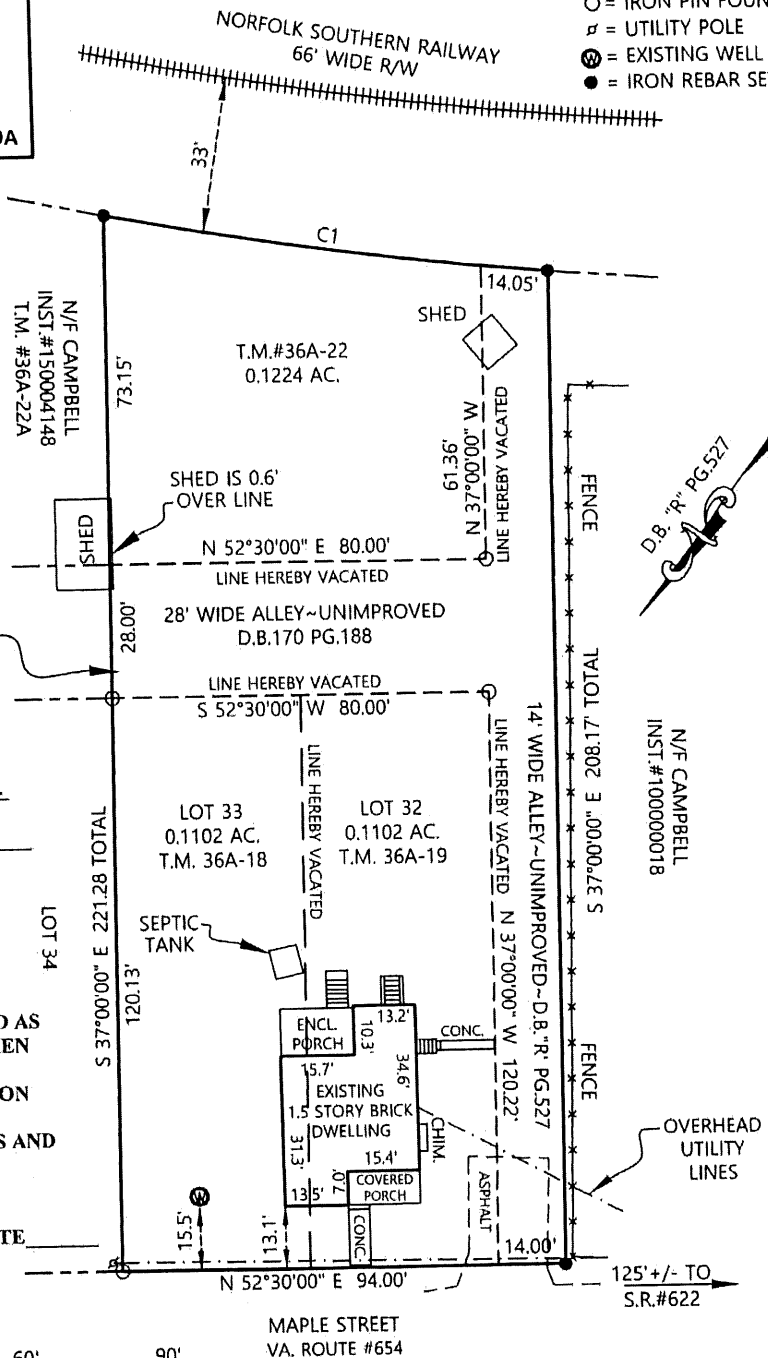
SCALE: 1" = 30'	DATE: DEC. 8, 2020	PREPARED BY: PIONEER LAND SURVEYS PLC P.O. BOX 1012, FRONT ROYAL, VA 22630 PH 540-631-0700
JOB: W20-98	PAPER SIZE: 8.5" X 14"	

DRAWING FILE: 34 Maple St Alley vacation.dwg

SHEET:
1 OF 1

NOTES:

1. CURRENT OWNER: ZACHARY MATTHEW ANDERSON AS SHOWN AT INSTRUMENT #200009110 AMONG THE LAND RECORDS OF THE WARREN COUNTY CLERKS OFFICE.
2. THE LAND BOUNDARY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.
3. THIS PROPERTY IS SUBJECT TO ANY ADDITIONAL EASEMENTS THAT MAY NOT BE SHOWN HEREON.
4. ZONED: VILLAGE RESIDENTIAL
5. PROPERTY ADDRESS: 34 MAPLE STREET, BENTONVILLE, VA 22610
6. NEW TOTAL AREA = 0.4615 AC.



Trimeter.

DB R p. 527

69	80	62	64
40x120	89	40x120	63
40x120	78	40x120	62
40x120	77	40x120	61
40x120	76	40x120	60
40x120	75	40x120	59
40x120	74	40x120	58
40x120	73	40x120	57
40x120	72	40x120	56
40x120	71	40x120	55
40x120	70	40x120	54
40x120	69	40x120	53
40x120	68	40x120	52
40x120	67	40x120	51
40x120	66	40x120	50
40x120	65	40x120	49

48
47
46
45
44
43
42
41
40
39
38
37
36
35
34
33
32

— ALLEY VACATION

— LOTS

Alley No 2, 1 K.F.

15	40x120	40x120	40x120	40x120
Church	13	12	11	10
14				

N.E. Sh.

#22

1st Alley

9	8
110x120	

1/2 Sec Main St.

7	6	5	4	3	2
---	---	---	---	---	---

Main St Crossing

Bally

No 1

16
17
18
19
20
21

S.W. Sh.

1/2 Sec Main St.

1st Alley

27	22
28	23
29	24
30	25
31	26



COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant Mitchell, Michael Phone 540-660-1329

Address 319 Mitchell Drive Strasburg, VA 22657

Date Reported to Animal Control Officer 1/11/2021 Signed [Signature]

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amount Claimed
1/11/2021	1		\$ 50.00	\$ 50.00

Total amount requested by claimant: \$ 50.00

Amount recommended to be paid by Animal Control Officer \$ 50.00

Remarks:

Killed on own property in Warren County
COUNTY OF WARREN

APPROVAL FOR PAYMENT

I certify that this expenditure is necessary
for the operation of this department, that
appropriated funds are available for payment
and the goods/services have been received
in good order.

Signature [Signature] Claimant _____ Date _____

Department _____

Recm'd Budget Code 35010-5802 Animal Control Officer [Signature] Date 1/11/2021

Comments: JAN 15 2021

The Board, after an examination of the above claim, approves same and allows
\$ _____. Please charge to Animal Control 35010-5802.

Board of Supervisors of Warren County

Date of Action _____

By _____

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant Tyler Scott Poe Phone 540-671-0994
Address 97 Passage Manor Drive Stashbury, VT 22030
Date Reported to Animal Control Officer 1/23/2021 Signed [Signature]

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amount Claimed
1/23/21	2	Coyote	\$50.00	\$50.00

Total amount requested by claimant: \$ 100.00

Amount recommended to be paid by Animal Control Officer \$ 100.00

Remarks:

COUNTY OF WARREN Passage Manor Drive, Family property.

APPROVAL FOR PAYMENT

I certify that this expenditure is necessary
for the operation of this department, that
appropriated funds are available for payment
and the goods/services have been received
in good order.

Signature [Signature] Claimant [Signature] Date 1-23-21

Department _____

Recm'd Budget Code 35010-5802 Animal Control Officer [Signature] Date 1/23/21

Comments: _____

JAN 26-2021

The Board, after an examination of the above claim, approves same and allows
\$ _____. Please charge to Animal Control 35010-5802.

Board of Supervisors of Warren County

Date of Action _____ By _____

Motion to be Made Going into Closed Meeting

I move the Board enter into a closed meeting under the provisions of Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act for consultation with legal counsel pertaining to actual or probable litigation and the provision of legal advice regarding the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the “EDA”), the Town of Front Royal, the *EDA vs. Jennifer McDonald, et al.*, the *Town of Front Royal vs. the EDA, et al.*, and other potential claims and litigation relating to other possible liabilities of the EDA and the recovery of EDA funds and assets.

- - -

Motion to be Made Coming out of Closed Meeting

I move that the Board certifies to the best of each member’s knowledge only public business matters lawfully exempted from open meeting requirements under Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.

Secondary System
Warren County
Construction Program
Estimated Allocations

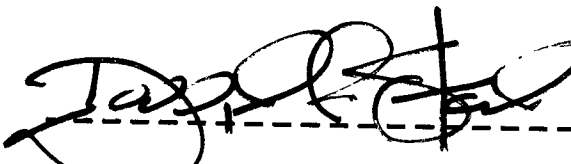
Fund	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	Total
CTB Formula - Unpaved State	\$153,375	\$0	\$0	\$0	\$0	\$0	\$153,375
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$79,173	\$79,173	\$79,173	\$79,173	\$79,173	\$79,173	\$475,038
Residue Parcels	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STP Converted from IM	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP - Bond Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MG Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BR Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other State Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
District Grant - Unpaved	\$0	\$215,351	\$141,055	\$187,270	\$199,477	\$199,477	\$942,630
Total	\$232,548	\$294,524	\$220,228	\$266,443	\$278,650	\$278,650	\$1,571,043

Board Approval Date:

 5-29-19

Residency Administrator

Date

 5-22-19

County Administrator

Date

District: Staunton
County: Warren County
Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

2020-21 through 2024-25

Route	Road Name	Estimated Cost		Previous Funding	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count
PPMS ID	Project #												Scope of Work
Accomplishment	Description												FHWA #
Type of Funds	FROM			SSYP Funding		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25		Comments
Type of Project	TO			Other Funding									
Priority #	Length	Ad Date		Total									
Rt.0624	MORGAN FORD ROAD	PE	\$1,452,640										
77272	0624093192	RW	\$165,069	\$276,511		\$0	\$0	\$0	\$0	\$0	\$0		1876
RAAP CONTRACT	RTE 624 - BRIDGE & APPROACHES OVER SHENANDOAH RIVER	CON	\$7,332,790	\$8,673,988		\$0	\$0	\$0	\$0	\$0	\$0		Bridge Replacement w/o Added Capacity
BR	0.03 Mi South of Rte 643	Total	\$8,950,499	\$8,950,499	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	14011
Migration	0.36 Mi North of Rte 643												
0001.02	0.4												
Rt.0624	HAPPY CREEK RD	PE	\$1,321,196										
17714	0624093186	RW	\$569,234	\$528,000		\$0	\$0	\$0	\$0	\$0	\$0		4200
RAAP CONTRACT	#HB2.FY17 RTE 624 - RECONSTRUCTION	CON	\$8,596,622	\$5,454,857		\$1,272,027	\$1,225,599	\$2,006,569	\$0	\$0	\$0		Reconstruction w/o Added Capacity
STP	ECL FRONT ROYAL	Total	\$10,487,052	\$5,982,857	\$4,504,195	\$1,272,027	\$1,225,599	\$2,006,569	\$0	\$0	\$0	\$0	15004
Migration	ROUTE 645												
0001.03	0.9												
Rt.0607	Rocky lane	PE	\$10,000										
104624	0607093766	RW	\$0	\$147,052		\$0	\$0	\$0	\$0	\$0	\$0		280
STATE FORCES/HIRED EQUIPMENT	Rocky LN - Rural Rustic	CON	\$350,000	\$212,948		\$0	\$0	\$0	\$0	\$0	\$0		Reconstruction w/o Added Capacity
	Rt 340	Total	\$360,000	\$360,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	17004
	Rt 649												
Migration	1.6												
0003.02													
Rt.0616	Richardson Road	PE	\$2,500										
105006	0616093775	RW	\$0	\$45,000		\$0	\$0	\$0	\$0	\$0	\$0		210
STATE FORCES/HIRED EQUIPMENT	Richardson Road - Rural Rustic	CON	\$42,500	\$0		\$0	\$0	\$0	\$0	\$0	\$0		Reconstruction w/o Added Capacity
	Rt 610	Total	\$45,000	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	17004
	River Lakes Drive												
Migration	0.2												
0003.04													
Rt.0610	Bucks Mill Road	PE	\$2,500										
105009	0610093774	RW	\$0	\$45,000		\$0	\$0	\$0	\$0	\$0	\$0		450
STATE FORCES/HIRED EQUIPMENT	Bucks Mill Rd - Rural Rustic	CON	\$42,500	\$0		\$0	\$0	\$0	\$0	\$0	\$0		Reconstruction w/o Added Capacity
	Rt 55	Total	\$45,000	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	17004
	.05 East of Rt 616												
Migration	0.2												
0003.05													

District: Staunton
County: Warren County
Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

2020-21 through 2024-25

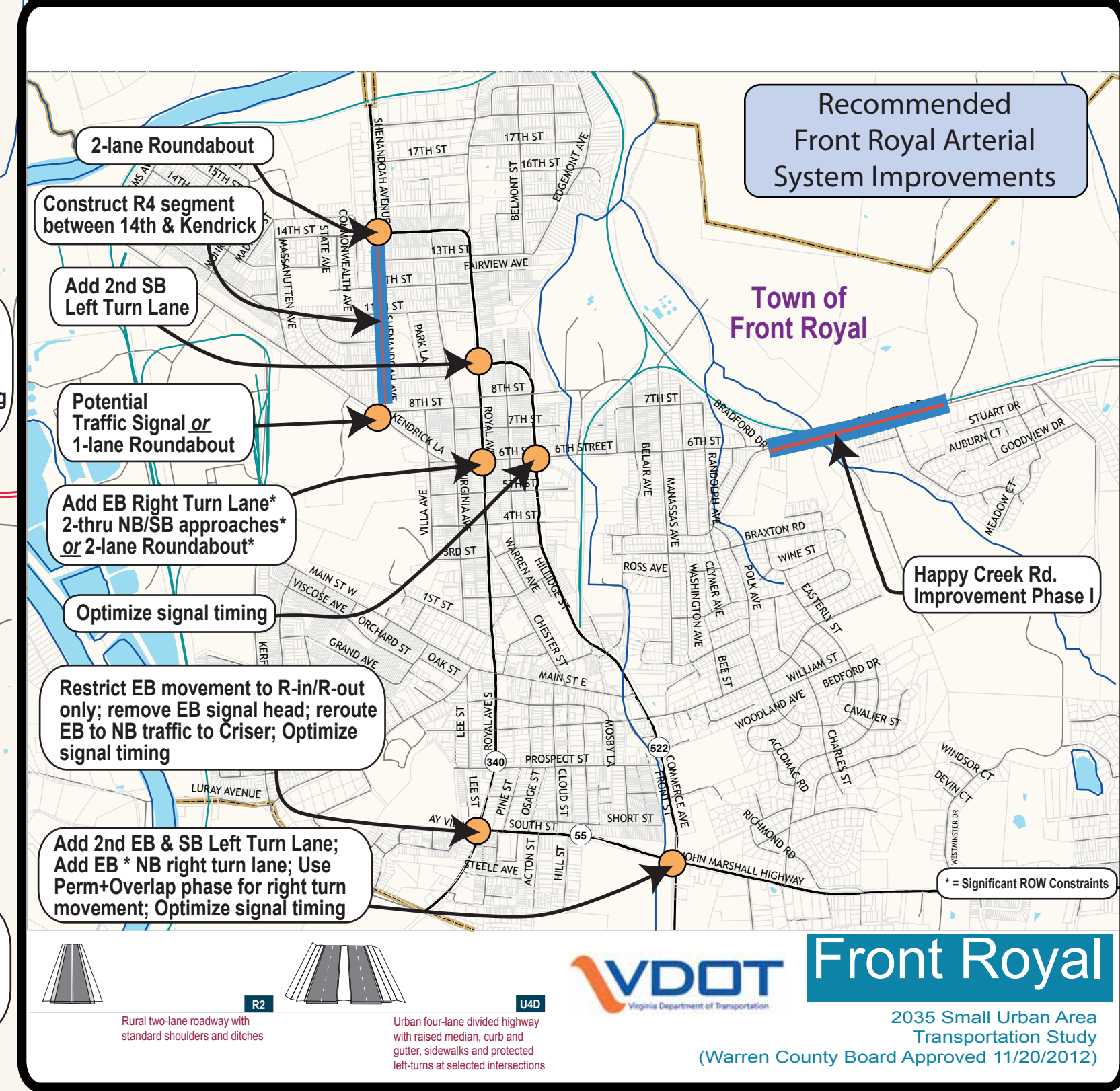
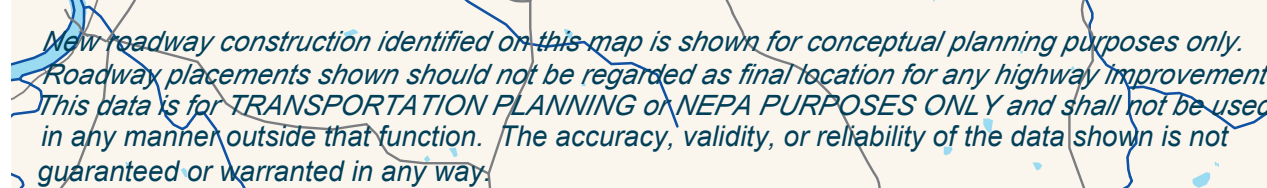
Route PPMS ID Accomplishment Type of Funds Type of Project Priority #	Road Name Project # Description FROM TO Length	Estimated Cost Ad Date	Previous Funding SSYP Funding Other Funding Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count Scope of Work FHWA # Comments
					2019-20	2020-21	2021-22	2022-23	2023-24	2024-25		
Rt.0623 104618 STATE FORCES/HIRED EQUIPMENT Migration 0003.06	Downing Farm Road 0623093769 Downing Farm Road - Rural Rustic Thunder Road Stoney Bottom Road 1.0	PE \$10,000 RW \$0 CON \$215,000 Total \$225,000	\$0 \$225,000 \$0 \$225,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	490 Reconstruction w/o Added Capacity 17004
Rt.0613 104617 STATE FORCES/HIRED EQUIPMENT Migration 0003.07	Panhandle Road 0613093770 Panhandle Rd - Rural Rustic 1.1 Mile from Lower Water Bridge Shenandoah River 1000' from Lower Water Bridge Shenandoah River 1.1	PE \$10,000 RW \$0 CON \$237,500 Total \$247,500	\$0 \$132,885 \$0 \$132,885	\$114,615	\$114,615	\$0	\$0	\$0	\$0	\$0	\$0	260 Reconstruction w/o Added Capacity 17004
Rt.0628 111061 STATE FORCES/HIRED EQUIPMENT State forces/Hired equip CN Only 0003.08	Rocky Hollow Road 0628093811 Rocky Hollow Road Rd - Rural Rustic Rt. 613 - Indian Hollow Road Rt. 629 - Acorn Hill Road 1.1	PE \$0 RW \$0 CON \$250,000 Total \$250,000	\$0 \$0 \$0 \$0	\$250,000	\$38,760 \$0 \$38,760	\$211,240 \$0 \$211,240	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0	100 Reconstruction w/o Added Capacity 17004
Rt.0637 -18105 STATE FORCES/HIRED EQUIPMENT State forces/Hired equip CN Only 0003.10	Cauthorn Mill Road 0637093805 Cauthorn Mill Road - Rural Rustic 0.06 Mile North of Rt. 627 0.62 Mile North of Rt. 627 0.6	PE \$0 RW \$0 CON \$135,000 Total \$135,000	\$0 \$0 \$0 \$0	\$135,000	\$67,500 \$0 \$67,500	\$67,500 \$0 \$67,500	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$0	180 Reconstruction w/o Added Capacity 17004
Rt.0660 -21814 STATE FORCES/HIRED EQUIPMENT State forces/Hired equip CN Only 0003.11	Kendrick Ford Road 0660093817 Kendrick Ford Road - Rural Rustic Punch Run Rd. Rt. 621 End of State Maintenance 0.7	PE \$0 RW \$0 CON \$216,390 Total \$216,390	\$0 \$0 \$0 \$0	\$216,390	\$0 \$0 \$0	\$4,111 \$0 \$4,111	\$141,055 \$0 \$141,055	\$71,224 \$0 \$71,224	\$0 \$0 \$0	\$0 \$0 \$0	\$0	110 Reconstruction w/o Added Capacity 17004

District: Staunton
County: Warren County
Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

2020-21 through 2024-25

Route	Road Name	Estimated Cost	Previous Funding	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count
PPMS ID	Project #											Scope of Work
Accomplishment	Description											FHWA #
Type of Funds	FROM		SSYP Funding		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25		Comments
Type of Project	TO		Other Funding									
Priority #	Length	Ad Date	Total									
RL0613	Panhandle Road	PE \$0										200
-21815	0613093818	RW \$0	\$0		\$0	\$0	\$0	\$116,046	\$43,954	\$0		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	Panhandle Road Phase II - Rural Rustic	CON \$160,000	\$0		\$0	\$0	\$0	\$0	\$0	\$0		17004
	Mountain Road Rt. 619	Total \$160,000	\$0	\$160,000	\$0	\$0	\$0	\$116,046	\$43,954	\$0	\$0	
	Wilson Burke Road RL 608											
State forces/Hired equip CN Only	0.5											
0003.12												
RL0631	William Vincent Road	PE \$0										90
-21816	0631093819	RW \$0	\$0		\$0	\$0	\$0	\$0	\$155,523	\$199,477		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	William Vincent Road - Rural Rustic	CON \$355,000	\$0		\$0	\$0	\$0	\$0	\$0	\$0		17004
	Buck Mountain Road Rt. 622	Total \$355,000	\$0	\$355,000	\$0	\$0	\$0	\$0	\$155,523	\$199,477	\$0	
	Bentonville Road RL 613											
State forces/Hired equip CN Only	1.2											
0003.13												
RL0603	Oregon Hollow Road	PE \$0										820
112383	0603093806	RW \$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	Oregon Hollow - High Volume Unpaved Road - Warren County Rte 643	CON \$599,000	\$768,000		\$0	\$0	\$0	\$0	\$0	\$0		17004
	0.74 Miles S of Rt 643	Total \$599,000	\$768,000	(\$169,000)	\$0	\$0	\$0	\$0	\$0	\$0	(\$169,000)	Revised estimate required
	0.7											
State forces/Hired equip CN Only												
0005.02												
RL4005	1204005	PE \$0										0
100215	COUNTYWIDE ENGINEERING & SURVEY	RW \$0	\$267,516		\$11,673	\$11,673	\$79,173	\$79,173	\$79,173	\$79,173		Preliminary Engineering
NOT APPLICABLE	VARIOUS LOCATIONS IN COUNTY	CON \$250,000	\$0		\$0	\$0	\$0	\$0	\$0	\$0		17015
S	VARIOUS LOCATIONS IN COUNTY	Total \$250,000	\$267,516	(\$17,516)	\$11,673	\$11,673	\$79,173	\$79,173	\$79,173	\$79,173	(\$357,554)	MINOR SURVEY & PRELIMINARY ENGINEERING FOR BUDGET ITEMS AND INCIDENTAL TYPE WORK
9999.99												





2021 WARREN COUNTY BOARD OF SUPERVISORS GOALS, PROJECTS, AND PROGRAMS

Priority	Future Goals, Projects, Programs	Update
1	Complete understanding of how the embezzlement occurred and work with the EDA Executive Director and Board of Directors to recover the lost funds	
2	~~Make the Airport Self Sufficient~~	COMPLETE
3	~~Complete construction of the new Rivermont Fire Station~~	COMPLETE
2	Assist the collection of delinquent taxes, both real estate and personal property	\$148,238.27 collected in 2020
3	No more land annexations to the Town of Front Royal	
4	County to complete upgrade of Happy Creek Road/Morgan Ford Road from Town limits to Manassas Run Road with bike and pedestrian access	
5	Construction of a grade separated crossing of Rt. 658 (Rockland Road)	
6	Complete implementation of EnerGov software for Building Inspections, County Planning and Town Planning	
7	Complete the hiring of a new ~~Finance Director and~~ Deputy Director	Finance Director Hired
8	Continue update of the Warren County Comprehensive Plan; work to incorporate the new Strategic Vision into the overall plan	January 19, 2021
11	~~Purchase of new self-contained breathing apparatus for all paid and volunteer staff in Fire and Rescue~~	COMPLETE
9	Expansion of Broadband into underserved areas of the County	Broadband Committee
10	Develop training for volunteers for Fire and Rescue	
11	More carefully review the costs and expenses of the County and expand the fraud, waste, and abuse reporting center	Nine (9) unique reports received in 2020
12	Fewer warehousing jobs and more manufacturing jobs in the County	
13	Continued award recognition of Audit and Budget Report by GFOA	
17	~~Complete the FY 2020-2021 budget~~	COMPLETE
14	Updates and revisions to the County Personnel Policy	
15	Continue to train and develop volunteers for Fire and Rescue and foster better	

Priority	Future Goals, Projects, Programs	Update
16	Increase staffing levels for Fire and Rescue Services	Six (6) Firefighter/ EMTs hired through
17	Expand the County Commercial Tax Base in the following areas: Route 340/522 Corridor and I-66 at Linden	Chipotle and Five Guys constructed in 2020
18	Pay for projects currently in the process before starting new ones, other than necessary ones	
19	Review the initial and long-term costs associated with projects before applying for funding from grant agencies	
24	~~Review and renew all 3 of the County's Agricultural and Forestal Districts~~	COMPLETE
20	Implementation of Annual Fire Marshal Inspection Program for all County-owned Facilities	
21	Improvement of Substandard Roads and continued development of the Rural Addition and Revenue Sharing programs through VDOT; improved understanding in the community about the programs	
22	Widen and improve Rt. 55 East from Town Limits to Linden interchange	
23	Complete revisions to County's Sign Ordinance (Zoning Ordinance)	On Hold
24	ISO 9000 training for Board members to bolster continued communication and transparency	
30	~~Assist with the creation of a Town/County tourism plan and implement said plan with attention paid to the effects infrastructure has on tourism~~	COMPLETE
31	~~Address Airport management issues~~	COMPLETE
32	~~Implement Phase II of the County-wide Pay and Classification Study~~	COMPLETE
25	Return obstetrics and Intensive Care Unit (ICU) services to Warren Memorial Hospital	
26	Complete design, secure environmental permitting, and begin construction of the new Shenandoah Farms convenience site and Sanitary District	On Hold
27	Secure Dupont grant funding for safety improvements to the South River boat landing	
28	Safety improvements to Route 340 South, Browntown-Bentonville Road, and Browntown Road	
29	Complete re-development of Health and Human Services Building	
30	Expansion of Park and Ride Facilities	
39	~~Evaluate ownership and operations at the Front Royal Golf Club~~	COMPLETE
31	Complete close-out of the Airport obstruction removal and tower project	