



## **TOWN COUNCIL WORK SESSION**

**TUESDAY**, September 6, 2016 @ 7:00pm

Front Royal Administration Building

### **Town/Staff Related Issues:**

1. Presentation on Corridor Water Study - CHA
2. Continued Discussion of Warren Heritage Society Request for Utility Funding – *Patrick Farris*
3. Special Use Permit Application for Non-Conforming Lot on Jefferson Avenue – *Dir. Planning/Zoning*
4. HOME Program Agreement Renewal – *Director of Planning/Zoning*
5. Continued Discussion of AMP AMI Program – Letter of Intent – *Director of Energy Services*
6. AMP Solar Farm Lease Agreement – *Director of Energy Services*
7. Resolution to Reschedule Council Meeting in October – *Town Manager*
8. Downtown Welcome Wall – *Town Manager*

### **Council/Mayor Related Items**

9. Liaison Committee Meeting Items for September 15 Agenda
10. BZA Vacancy
11. Continue Trolley Stop for Appalachian Trail – *Councilman Egger*
12. Lake Avenue Extension – *Councilman Tharpe*
13. Council Discussion/Goals (*time permitting*)
14. CLOSED MEETING – Disposition of Real Property

### **Motion to Go Into Closed Meeting**

Discussion or consideration of the disposition of publicly held real property, specifically, the former Afton Inn property and the former Police Department headquarters, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2- 3711. A.3., of the Code of Virginia.

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

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

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Town of Front Royal, Virginia  
Work Session Agenda Form

Date: September 6, 2016

**Agenda Item:** Continued Discussion of Warren Heritage Society Request for Utility Funding

**Summary:** The Executive Director of Warren Heritage Society has requested that the Town consider an in-kind donation to offset the utility expenses incurred by the Society in the amount of \$15,000 for the utility services at 101 Chester Street for FY2016-2017. Council has approved similar requests for the previous two years. Council met on August 1, 2016 regarding this request but asked for more information.

**Council Discussion:** Council is requested to consider a donation toward utility service for the Warren Heritage Society as authorized by Virginia Code Section 15.2-953 for a Virginia non-profit organization.

**Staff Evaluation:** Staff have evaluated the request and confirmed it is similar to that made in the previous two fiscal years.

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

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

**Staff Recommendations:** Staff recommend Council consider a donation to the Warren Heritage Society.

**Town Manager Recommendation:** The Town Manager recommends Council consider a donation to the Warren Heritage Society.

**Council Recommendation:**

- Additional Work Session
  - Regular Meeting
  - No Action
- Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)



July 21, 2016

To: Honorable Timothy W. Darr  
Mayor, Town of Front Royal &  
Members of Town Council, Town of Front Royal

From: Patrick Farris  
Executive Director, Warren Heritage Society

Re: Cooperation between the Town of Front Royal and the Warren Heritage Society

Mayor Darr and Members of the Front Royal Town Council,

It is an honor to be able to correspond with you concerning the cooperative relationship enjoyed between the Town of Front Royal and the Warren Heritage Society. It is our mission but also our pleasure at the Warren Heritage Society to work with the staff and officials of the Town of Front Royal to advance the Front Royal and its rich history and heritage in the minds of the visiting public and for the benefit of our own local population.

To that end, the Warren Heritage Society would like to respectfully request that the Town of Front Royal extend to the Warren Heritage Society the abeyance on utilities fees initially put in place by Council. This service by the Town to the Society is of immense importance to our ability to maintain financial solvency and health, as well as our ability to continue providing the programming and services that we offer. I would like, then, to take this opportunity to enumerate some of the ways in which our public-private partnership benefits the Town of Front Royal.

#### Preservation

Since 1979 the Warren Heritage Society has engaged in the preservation of historic structures such as the Ivy Lodge, Belle Boyd Cottage, Balthis House and Fairview. The Society also provides materials from its Archives in assistance to property owners preserving their own structures.

#### Programming

Programming for all ages is available throughout the year for free or for a minimal fee to the public, and the staff of the Society is constantly engaged in public outreach to other entities, including and especially to schools.

#### Festival of Leaves

Our annual festival attracts over 20,000 visitors to downtown Front Royal every second Saturday in October, and has been regularly held and growing since 1971.

### Archives

The Laura Virginia Hale Archives is the only official repository of historical records for the Town and for Warren County, and research is open to the public 12 months out of the year from Monday through Friday in a modern, fully staffed facility.

### Materials Collection

The Society maintains a collection of artifacts from the Town and County's past, allowing for state-of-the-art exhibits. The Society mounts exhibits annually, and mounts special exhibits in cooperation with other institutions such as the Town, for which we have two case exhibits currently mounted (one in the new Town Administration Building, and one in the Visitor Center).

### Museums

The Society provides three museums which are open to the public year-round on Chester Street, allowing for destination tourism and adding to the amenities and open sites to which the Town's staff at the Front Royal Visitor Center may direct travelers.

### Commemorative Events

The Society is always prepared to cooperate with the Town, County and State on commemorative activities. In 2007 we cooperated with the state's 400<sup>th</sup> Jamestown anniversary, in 2011 we cooperated with the County on Warren's 175<sup>th</sup> anniversary, in 2013 we cooperated with the Town on Front Royal's 225<sup>th</sup> anniversary, and this year we helped plan the first annual Battle of Front Royal Commemorative Reenactment. Cooperation takes many forms, including research, event planning, historic trail and marker design, and much more.

### Battlefield Tours

The Society provides battlefield tours for Civil War battles which raged through Front Royal and Warren County. Of the five major engagements which took place in Warren County during the war, three took place in part through the Town: The Battle of Front Royal, the Battle of Wapping Heights/Manassas Gap, and the Battle of Guard Hill.

We would hope that the Town of Front Royal would see these activities of the Warren Heritage Society as assisting the Town and providing valuable services that the Town is not currently equipped to provide, and maintaining those services and programs as readily available to the public.

Please do not hesitate to contact me at any time concerning these services or this request, and as always I am grateful for the opportunity to work with the Town in order to achieve our common goals. Thank you so much for your time and consideration.

Most sincerely,

Patrick Farris  
Executive Director  
Warren Heritage Society  
101 Chester Street  
Front Royal, VA 22630  
[whsexecutivedirector@comcast.net](mailto:whsexecutivedirector@comcast.net)  
(540) 636-0702, ext. 11

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## Town of Front Royal, Virginia Work Session Agenda Form

Date: September 6, 2016

**Agenda Item:** SUP16-06-265, Special Use Permit Application, R-1 District Nonconforming Lot on Jefferson Avenue.  
*Director of Planning & Zoning*

**Summary:**

This Special Use Permit Application was submitted by the property owner (Gary Bunch) of a vacant lot on Jefferson Avenue. Pursuant to Town Code 175-128.A., new construction on nonconforming lots in the R-1 District requires approval of a Special Use Permit by Town Council when the lot is less than 80% of the minimum required lot width and lot area in the R-1 District. The minimum lot size in the R-1 District is 10,000 square feet, and the minimum width is 75 feet. The Applicant's lot is 7,500 square feet (75%) in area and 50 feet (66%) in width. Attached with this coverletter is a Staff Report on the request with additional information. Also attached is the applicant's submission.

**Council Discussion:** This agenda item is scheduled for a work session review on September 6, 2016.

**Staff Evaluation:** The Planning Commission recommended approval of the application during their meeting in July.

**Budget/Funding:** Not applicable.

**Legal Evaluation:** The Town Attorney will be available at the work session for questions.

**Town Manager:** The Town Manager will be available at the work session for questions.

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action  
Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

Work Session



**TOWN OF FRONT ROYAL**  
**DEPARTMENT OF PLANNING & ZONING**



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

**APPLICATION #:**

SUP 16-06-265

**APPLICANT:**

Gary Bunch

**APPLICATION SUMMARY:**

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

**GENERAL INFORMATION:**

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



**VICINITY MAP**  
(Warren County GIS)



**AERIAL MAP**  
*(Google Maps)*



**AERIAL MAP**  
*(Bing Maps)*



**ADDITIONAL INFORMATION:**

*Background*

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

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

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

The applicants lot is as follows:

- **Subject Lot Width: 50 feet**

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

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

**175-128 NONCONFORMING LOTS OF RECORD**

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

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

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

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

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

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

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

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

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

*Legal Venue*

The Town is authorized to require a special use permit for certain uses within any zoning district under Virginia Code §15.2-2286. Some specific uses are granted protection from regulation from localities by the Virginia Code, including agriculture uses, small scale conversion of biomass to alternative fuel, certain residential uses, private tents, farm wineries, assisted living facilities, and group homes.

The issuance of a special use permit is subject to such conditions as are deemed necessary by the Front Royal Town Council after recommendations of the Front Royal Planning Commission. Prior to an action by Town Council or a recommendation by the Planning Commission, a public hearing is required for special use permits.

*Review*

175-128.A. allows for new development of nonconforming lots in the R-1 District when certain criteria are met. These criteria are shown below with commentary from Town Staff.

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

*The average comparative house has a square footage of 1510.2 square feet. 90% of this average, as required under category a, shown above, is 1,359.18 square feet. The applicant's proposed house is 1,440 square feet, which is greater than 90% of the average of comparative homes.*

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

*All comparative homes, those houses on the same street within the immediate block, are shown below for information purposes. The question is whether or not the applicant's proposed house would be **compatible to the comparative homes** in terms of **building orientation, scale, proportion and site layout**.*

***Building Orientation –***

*The applicant's proposed house faces the street as other comparative houses, and as required.*

*The applicant's house is orientated to face Jefferson Avenue, versus 14<sup>th</sup> and 15<sup>th</sup> Street. This side street orientation is common in the area blocks, and is the orientation at 1404 Jefferson Avenue.*

*Comparative homes generally have the wider side of their house facing the street; whereas the applicant's proposed house is orientated so the*

narrower side is the front.

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

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

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

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

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

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

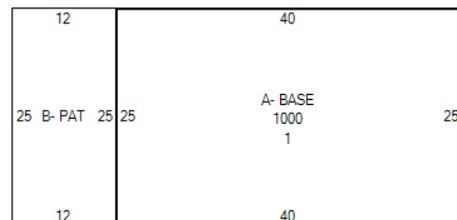
**c. The site grading provides for adequate drainage on and off the site, without any adverse impact onto adjoining properties.**

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

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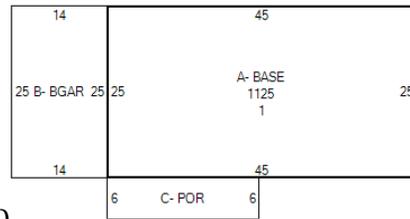
Below are other comparative houses on the immediate block that have frontage on Jefferson Avenue.

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



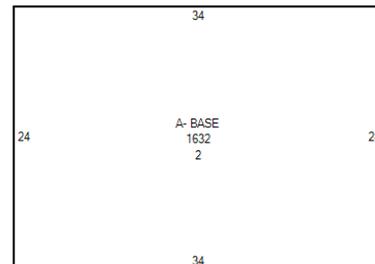
- 1500 finished floor area (SF)
- 1-story
- 3 bedrooms, 1 bath
- Brick
- Driveway: Yes - Garage: No
- Total Assessed Value: \$125,900

### **Comparative House #2: 736 W. 15<sup>th</sup> Street**



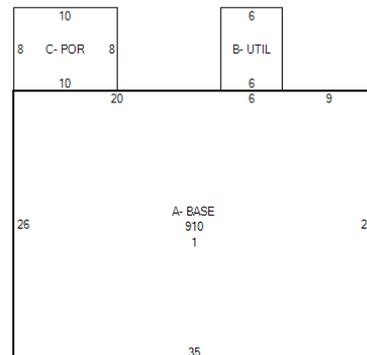
- 2,025 finished floor area (SF)
- 1-story
- 4 bedrooms, 3 baths
- Brick
- Driveway: Yes - Garage: Yes
- Total Assessed Value: \$160,400

### **Comparative House #3: 1404 Jefferson Avenue**



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

### **Comparative House #4: 753 W. 14<sup>th</sup> Street**

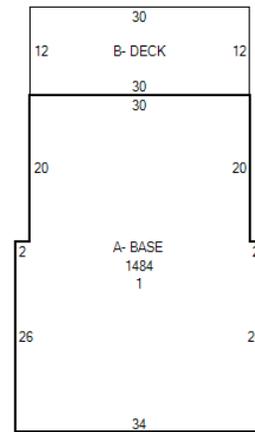


- 910 square feet (SF)
- 1-story
- 3 bedrooms, 1 bath
- Siding
- Driveway: Yes - Garage: No
- Total Assessed Value: \$97,700

### **Comparative House #5: 803 W. 14<sup>th</sup> Street**



- 1,484 square feet (SF)
- 1-story
- 3 bedrooms, 1 bath
- Siding
- Driveway: Yes - Garage: No
- Total Assessed Value: \$137,700



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

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

#### **UPDATE:**

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

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



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

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

SUP 16-06-265

**SPECIAL USE PERMIT REQUEST**

**APPLICANT**

NAME GARY BUNCH PHONE 540-635-2222  
 ADDRESS 106 West 14th St. Front Royal VA. 22630  
 E-MAIL SALES@GANDMARTSALES.COM

**PROPERTY DESCRIPTION**

PROPERTY ADDRESS Jefferson Avenue  
 TAX MAP 20A1 SECTION 5 BLOCK 12 LOT 24  
 SUBDIVISION NAME ROYAL VILLAGE ACREAGE 7,500 <sup>sq</sup>

**REQUEST**

ZONING DISTRICT R-1  
 PROPOSED USE OF PROPERTY RESIDENTIAL  
 SPECIFIC SPECIAL USE PERMIT REQUEST YES  
TO be able to acquire a Building Permit to  
build SFD on lot

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

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

**CERTIFICATION**

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

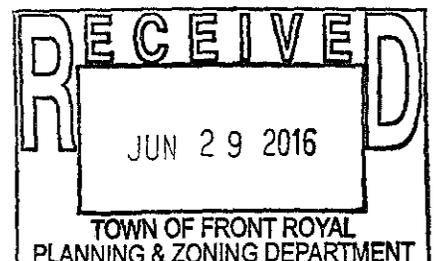
Signature [Signature] Date 6-29-16

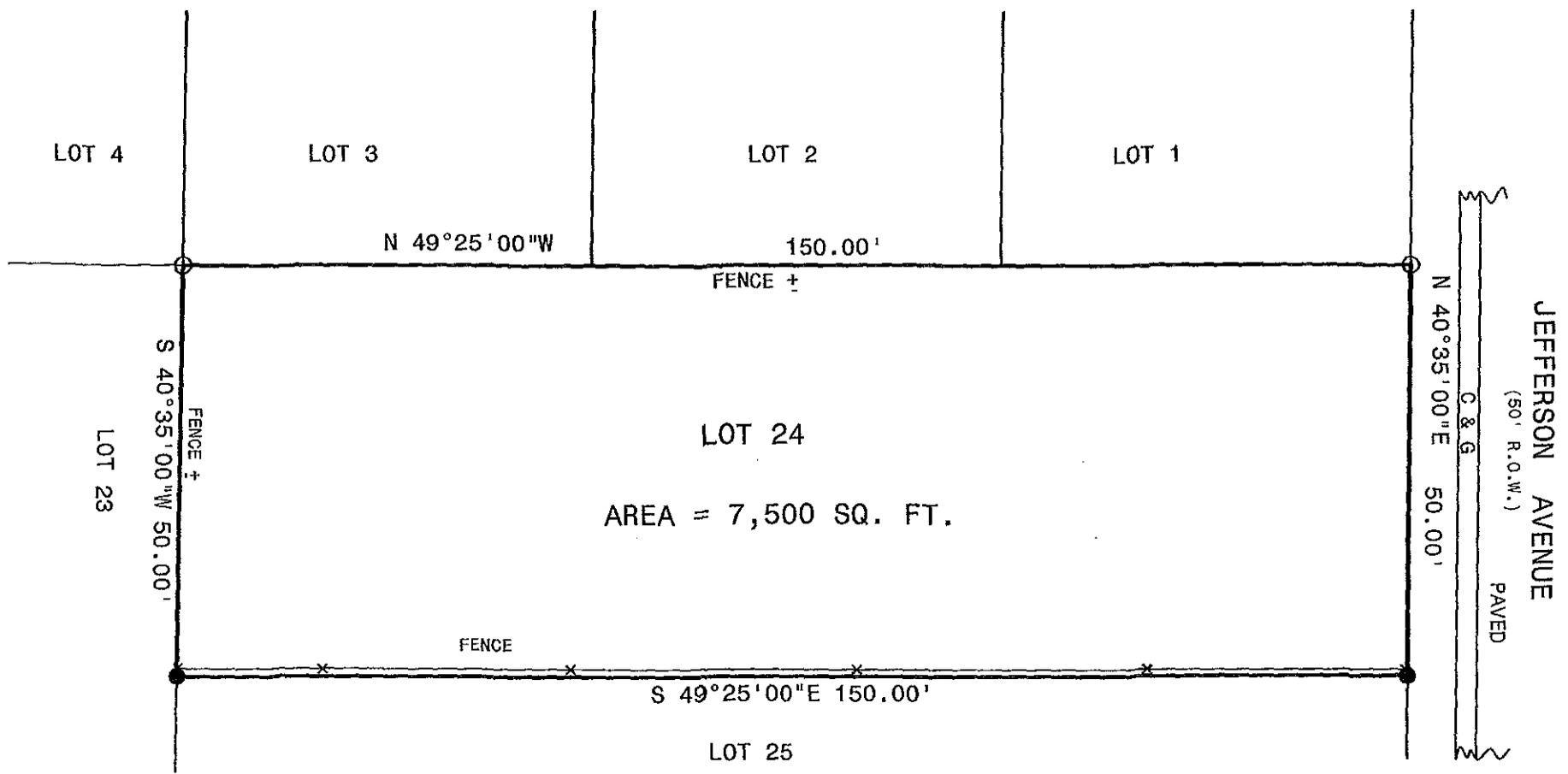
By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

Receipt # \_\_\_\_\_ Date Paid \_\_\_\_\_

Revised 2-15-13

PROPOSED SITE PLAN TO  
FOLLOW





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

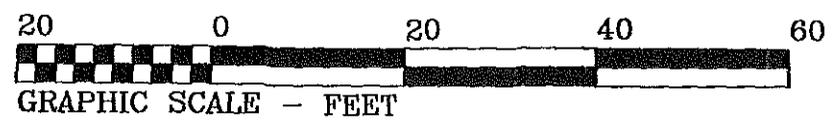
- DENOTES IRON PIN SET
- DENOTES EXISTING PIN OR PIPE

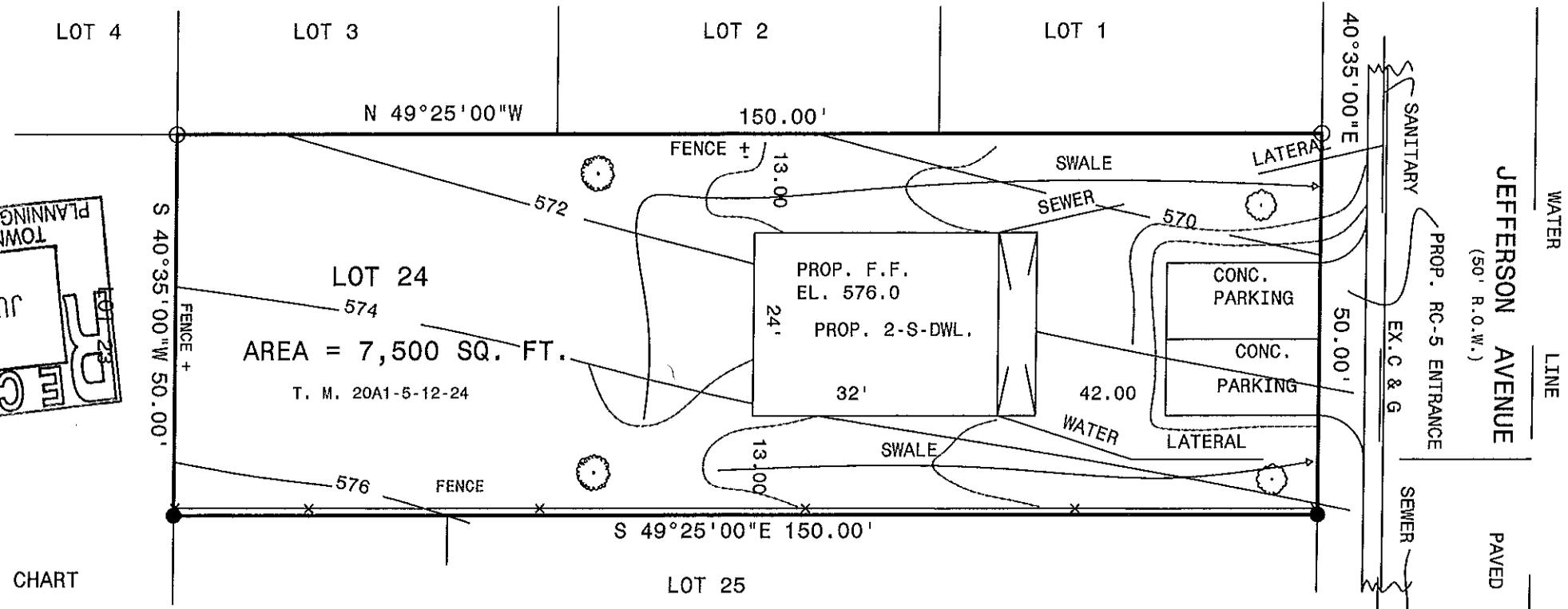
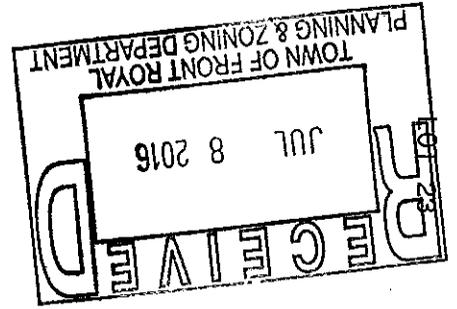
SURVEY OF LOT 24, BLOCK 12, ROYAL VILLAGE  
SUBDIVISION RECORDED IN P. B. 2, PG. 202.

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

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

FEBRUARY 26, 2015





**TREE CHART**

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

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

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

TOTAL COVER 1,180 SQ. FT.

PROPOSED COUNTOURS \_\_\_\_\_

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

NORTH RIVER MAGISTERIAL DISTRICT

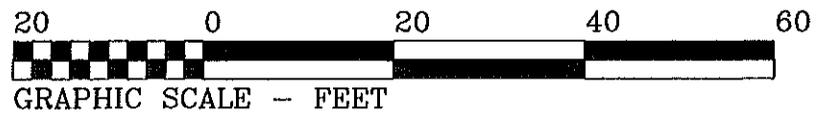
WARREN COUNTY

TOWN OF FRONT ROYAL, VIRGINIA

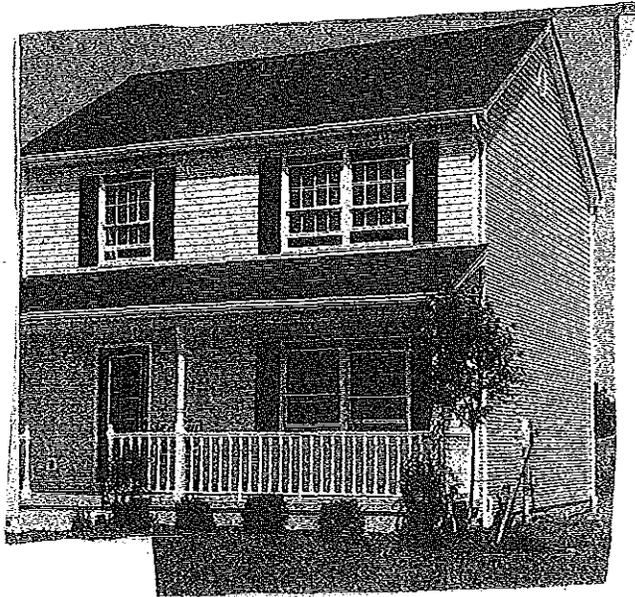
PREPARED BY  
 HIMELRIGHT & ASSOCIATES, PLLC  
 PROFESSIONAL LAND SURVEYORS  
 694 RED BUD ROAD, STRASBURG, VA.  
 PHONE 465-8767

JULY 8, 2016

- DENOTES IRON PIN SET
- DENOTES EXISTING PIN OR PIPE
- ⊙ DENOTES ACER SACCHARINUM (SILVER MAPLE)
- ⊙ DENOTES QUERCUS PALUSTRIS (PIN OAK)



Gary Bunch

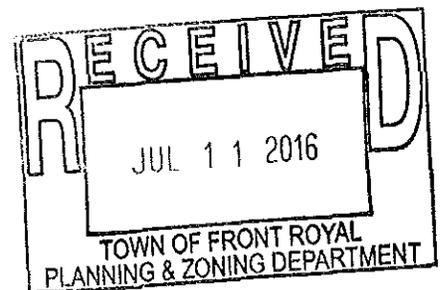


TWO STORY- 24 X 30- EACH FLOOR 720 SQ. FEET- TOTALING 1440 SQ. FEET FINISHED

THREE BEDROOMS, 2 ½ BATH

FRONT PORCH 6 X 24 WOOD FLOORING & VINYL RAILING

VINYL SIDING / CRAWL SPACE (NO BASEMENT)



from phyllis

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## Town of Front Royal, Virginia Work Session Agenda Form

Date: September 6, 2016

**Agenda Item:** HOME Consortium Renewal  
*Director of Planning & Zoning*

**Summary:** The Town is a member of a regional HOME Consortium with the City of Winchester, Clarke County, Frederick County, Page County, Shenandoah County, Warren County and the Towns of Berryville, Boyce, Edinburg, Luray, Middletown, Mount Jackson, New Market, Shenandoah, Stanley, Stephens City, Strasburg, Toms Brook and Woodstock. This HOMC Consortium allows the region to receive direct allocations from HUD to assist with housing assistance activities inside of the region. Every 3 years the members of the HOME Consortium are required to renew their participation in the program. The HOME Consortium was established in 2007 and was last renewed in 2013. Renewal is necessary to continue participation in the program for 2016-2019.

In the past couple years, the following benefits of the program have been realized within the Warren County and Town of Front Royal community.

- In 2015, an award of \$125,675.81 was assigned to Blue Ridge Housing Network to provide Tenant Based Rental Assistance specifically in Warren County and Front Royal. As of August 30<sup>th</sup>, 49% has been spent to assist in providing sustainable housing. This was spent primarily on security deposits, utility deposits and budget counseling.
- \$301,241.20 was assigned in 2015 to assist with the EDA's workforce housing project.
- In 2016, \$342,494.00 of the consortium's allocation was assigned to the Blue Ridge Housing Network to provide down-payment assistance regionally.
- Rehabilitation of 2 foreclosed homes under the Neighborhood Stabilization Program (leveraging other funds for land acquisition) for use as affordable housing.

Alex Schweiger, Community Development Program Coordinator, NSVRC, administers the HOME Consortium Program. The renewal agreement is attached, along with a memo from the NSVRC.

**Council Discussion:** This agenda item is scheduled for a work session review on September 6, 2016.

**Staff Evaluation:** Town Staff recommends that the Town approve the agreement to renew participation in the HOME Consortium.

**Budget/Funding:** Not applicable.

**Legal Evaluation:** The Town Attorney will be available at the work session for questions.

**Town Manager:** The Town Manager will be available at the work session for questions.

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action  
Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

Work Session





NORTHERN SHENANDOAH VALLEY  
REGIONAL COMMISSION

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

OFFICERS

Dennis M. Morris  
Chairman

Eric Lawrence  
Vice Chairman

Nora Belle Comer  
Secretary/Treasurer

EXECUTIVE DIRECTOR  
Brandon Davis

COMMISSIONERS

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Judith McCann-Slaughter  
Eric R. Lawrence\*  
Brenda Garton

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

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

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

BERRYVILLE  
Mayor Wilson Kirby

FRONT ROYAL  
Bret Hrbek  
Jeremy F. Camp

LURAY  
Jerry Schiro

MIDDLETOWN  
Carolyn Aliff

STRASBURG  
Seth Newman

STEPHENS CITY  
Linden Fravel

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

WOODSTOCK  
Jacqueline Lambert\*

\*denotes Executive  
Committee Member

**To:** Northern Shenandoah Valley Chief Administrative Officers  
**From:** Alex Schweiger, Community Development Program Coordinator  
**Re:** HOME Program cooperative agreement renewal 2016-2019

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

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

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

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

## **I. Membership:**

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

## **II. Responsibilities of MEMBERS:**

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

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

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

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

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

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

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

## **III. Distribution of HOME Funds:**

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

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

**IV. Responsibilities of the LEAD ENTITY.**

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

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

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

**V. Use of HOME Funds**

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

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

1. The term of this AGREEMENT shall cover a period of three (3) years beginning the 1<sup>st</sup> day of October, 2016 and ending the 30<sup>th</sup> day of September 2019. The terms of this AGREEMENT will be renewed automatically for participation in successive three-year qualification periods and the NSVRC will notify each MEMBER in writing of its right not to participate for the successive three-year qualification period. It is understood that non-participation by any one MEMBER may have the effect of discontinuing the CONSORTIUM, and the forfeiture of future federal funding under the HOME Investment Partnership Program for all MEMBERS. The CONSORTIUM will adopt any amendment to the AGREEMENT incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and will submit the amendment to HUD as specified in the Consortia Qualification Notice for that period. Failure to do so will automatically void the automatic renewal of the AGREEMENT.

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

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

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

## **VII. Administrative Capability**

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

ATTACHMENT A

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

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

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## Town of Front Royal, Virginia Work Session Agenda Form

Date: September 6, 2016

**Agenda Item:** AMP – Advanced Metering Infrastructure (AMI) Program

**Summary:** Staff has been evaluating AMP's AMI program over the past four months to determine the feasibility of the project for the Town. At the work session on August 1<sup>st</sup>, AMP representatives discussed the project in detail with cost estimates. If the Town decides to move forward in the project with firmer cost estimates and a project plan, the Town will need to send AMP a non-binding letter of interest.

**Council Discussion:**

**Staff Evaluation:** Staff has been evaluating the AMP's AMI program, which are currently underway with 11 other municipalities in the AMP membership. The program maximizes value with data center operations, advanced cyber security, dedicated staff to manage the system, economies of scale from collaborative procurement and sharing of experience and knowledge with other members.

**Budget/Funding:** Future CIP project

**Legal Evaluation:**

**Staff Recommendations:** Staff recommends council consider a Non-binding Letter of Intent (LOI) to AMP to develop a detailed cost estimate along with a high-level project plan for further evaluation.

**Town Manager Recommendation:**

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action  
Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

Work Session

[Municipality Letterhead]

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

Dear Mr. Kelley:

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

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

Sincerely,

[Member’s Authorized Representative]

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

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## Town of Front Royal, Virginia Work Session Agenda Form

Date: September 6, 2016

**Agenda Item:** CONSIDERATION/APPROVAL/DISAPPROVAL of minor amendments to Solar Project Lease Agreement requested by American Municipal Power

**Summary:** On July 18, 2016, Council unanimously approved on its first reading an Ordinance/Resolution to Approve and Execute a Power Sales Contract with American Municipal Power, Inc. (AMP), as well as, an Interconnection Agreement with AMP and a Solar Project Lease Agreement with AMP for the Solar Phase II Project at 3MW. Council granted the Solar Project Lease Agreement with AMP for a term of five years, with renewal for additional five years. AMP has requested that the Town approved a slightly revised Solar Lease. The requested revisions are practical in nature and include an Access Easement Area in section 3.04; a Temporary Laydown Area for equipment storage, project staging, etc.; inclusion of an Open Space Area as shown on the attached plat so that vegetation is not allowed to cover up the solar panel equipment, in Section 3.04; and a provision in Section 8.02. (d) for a “SDNA” (A subordination, non-disturbance, and attornment agreement (SNDA) addresses the priority of the rights of tenants and lenders. It deals with how and when the rights of tenants will be subordinate to the rights of lenders or, sometimes at lender’s option, senior to the rights of lenders. The non-disturbance portion assures tenants that their rights to their premises will be preserved (“nondisturbed”) on specified conditions within their control, even if the landlord defaults on its loan and the lender forecloses. It is to assure any lenders of the solar project that its security interests in the solar equipment will be preserved until its loan(s) is repaid by AMP. The revisions are shown in black-line form on the solar lease.

**Council Discussion:** Council is requested to consider adoption of these proposed revisions.

**Staff Evaluation:** Staff has reviewed this proposed revisions and does not find anything objectionable about them.

**Budget/Funding:** None.

**Legal Evaluation:** No additional legal issues have been raised by the proposed revisions.

**Staff Recommendations:** Staff has reviewed this proposed revisions and does not find anything objectionable about them.

**Town Manager Recommendation:** Town Manager concurs with staff’s recommendations.

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action  
Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

Work Session

**SOLAR PROJECT  
LEASE AGREEMENT**

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

**WITNESSETH:**

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

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

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

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

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

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

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

## 1. **DESCRIPTION**

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

## 2. **TERM AND RENT**

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

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

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

2.03 Taxes.

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

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

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

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

### 3. USE OF PREMISES

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

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

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

### 3.03 Open Space Area

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

## **4. LAWS AND REGULATIONS**

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

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

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

## 5. LIENS AND ENCUMBRANCES

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

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

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

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

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

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

Lessee Mortgagee's security interest.

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

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

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

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

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

## **6. INSURANCE AND INDEMNITY**

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

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

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

## **7. CONDEMNATION**

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

## **8. LESSOR REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

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

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

#### 8.02 Lessor Covenants.

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

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

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

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

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

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

## 9. **DEFAULT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attn: General Counsel

## 10. **EXPIRATION OF TERM**

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

## 11. **GENERAL PROVISIONS**

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

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

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

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

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

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

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

impaired, or invalidated.

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

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

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

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

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

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

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

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

11.15 Transfer, Assign or Sublet.

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

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

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

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

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

- (a) whether or not this Lease is in full force and effect;
- (b) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments;
- (c) whether or not there are any existing defaults or Events of Default hereunder known to the party executing the certificate, and specifying the nature thereof;
- (d) whether or not any particular Article, Section, or provision of this Lease has been complied with; and
- (e) such other matters as may be reasonably requested by the requesting party.

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

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

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

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

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

11.23 Reserved.

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

[Remainder of Page Intentionally Left Blank]

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

**TOWN OF FRONT ROYAL, VIRGINIA**

**DG AMP SOLAR, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Title:

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as the \_\_\_\_\_ of DG AMP Solar, LLC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

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

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

[continued on next page]

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

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

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

## EXHIBIT A-1

### PREMISES DESCRIPTION

Beginning at an iron pin set in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the easterly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line S 87° 10' 31" E 652.36' to an iron rod set and being the point of beginning of the new lease area; thence N 00° 15' 37" W 397.39' to an iron rod set; thence N 90° 00' 00" E 152.03' to an iron rod set; thence S 75° 14' 39" E 211.31' to an iron rod set; thence S 67° 00' 35" E 74.49' to an iron rod set; thence S 49° 41' 02" E 89.93' to an iron rod set; thence S 40° 22' 4" E 318.36' to an iron rod set; thence S 46° 52' 25" E 149.40' to an iron rod set; thence S 89° 48' 05" E 139.32' to an iron rod set; thence S 41° 26' 35" E 225.85' to an iron rod set; thence S 49° 22' 55" E 339.00' to an iron rod set; thence S 00° 20' 45" E 197.37' to an iron rod set; thence S 66° 45' 04" W 84.02' to an iron rod set; thence S 89° 47' 08" W 206.12' to an iron rod set; thence N 54° 33' 05" W 332.69' to an iron rod set; thence N 60° 21' 20" W 225.64' to an iron rod set; thence N 56° 57' 51" W 250.21' to an iron rod set; thence S 52° 52' 42" W 308.21' to an iron rod set; thence N 60° 43' 01" W 170.08' to the point of beginning. Containing 14.8002 Acres of land, more or less.

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

### OPEN SPACE AREA

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

**EXHIBIT A-2**  
**ACCESS EASEMENTS**

NEW ACCESS EASEMENT DESCRIPTION:

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

NEW ACCESS EASEMENT-2 DESCRIPTION:

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

**EXHIBIT B**  
**MEMORANDUM OF LEASE**

**MEMORANDUM OF LEASE**

This instrument was prepared  
by and after recording return to:

Andrew K. Fritsch, Esquire  
NextEra Energy Resources, LLC  
700 Universe Boulevard LAW/JB  
Juno Beach, Florida 33408-2657

(This space reserved for recording information)

**MEMORANDUM OF SOLAR PROJECT LEASE AGREEMENT**

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

Witnesseth

1. **Lease.** Pursuant to that certain Solar Project Lease Agreement between Lessor and Lessee with an Effective date of \_\_\_\_\_, 2016, Lessee has leased from Lessor in accordance with the provisions specified in the Lease, that certain real property situated in Warren County, Virginia, and more particularly described in **Exhibit A** attached hereto and incorporated by reference ~~(the, including, but not limited to, the area described therein as the “Open Space Area” on Exhibit A-1 (all of the property described in Exhibits A and A-1 is hereby defined as the “Demised Premises”)~~, for the purpose of constructing, installing, operating, inspecting, maintaining, repairing, testing, enlarging, modifying, removing, and replacing the solar Equipment (as defined in the Lease) and any additional equipment required to generate, measure, and transmit solar power.
2. **Access Rights.** Further, The Lease provides Lessee with non-exclusive access easement rights over that property identified in Exhibit B attached hereto and labelled accordingly (the “Access Area”). The Access Area is not a part of the Demised Premises.



COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for the State of Virginia, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Town of Front Royal, Virginia, personally known to me or who provided \_\_\_\_\_ as identification, and who acknowledged himself/herself to be an authorized officer of the Town of Front Royal, Virginia, and that he/she, as such officer, executed the foregoing instrument for the purposes therein contained and that he/she was duly authorized to do so.

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

(seal)

Print Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Notary Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Print  
name: \_\_\_\_\_

\_\_\_\_\_  
Print  
name: \_\_\_\_\_

LESSEE:

DG AMP SOLAR, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

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

*(seal)*

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

**EXHIBIT A**  
**DEMISED PREMISES**

Beginning at an iron pin set in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the easterly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line S 87° 10' 31" E 652.36' to an iron rod set and being the point of beginning of the new lease area; thence N 00° 15' 37" W 397.39' to an iron rod set; thence N 90° 00' 00" E 152.03' to an iron rod set; thence S 75° 14' 39" E 211.31' to an iron rod set; thence S 67° 00' 35" E 74.49' to an iron rod set; thence S 49° 41' 02" E 89.93' to an iron rod set; thence S 40° 22' 4" E 318.36' to an iron rod set; thence S 46° 52' 25" E 149.40' to an iron rod set; thence S 89° 48' 05" E 139.32' to an iron rod set; thence S 41° 26' 35" E 225.85' to an iron rod set; thence S 49° 22' 55" E 339.00' to an iron rod set; thence S 00° 20' 45" E 197.37' to an iron rod set; thence S 66° 45' 04" W 84.02' to an iron rod set; thence S 89° 47' 08" W 206.12' to an iron rod set; thence N 54° 33' 05" W 332.69' to an iron rod set; thence N 60° 21' 20" W 225.64' to an iron rod set; thence N 56° 57' 51" W 250.21' to an iron rod set; thence S 52° 52' 42" W 308.21' to an iron rod set; thence N 60° 43' 01" W 170.08' to the point of beginning. Containing 14.8002 Acres of land, more or less.

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

**EXHIBIT A-1**  
**OPEN SPACE AREA**

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

**EXHIBIT B**  
**ACCESS AREA**

**NEW ACCESS EASEMENT DESCRIPTION:**

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

**NEW ACCESS EASEMENT-2 DESCRIPTION:**

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



EXHIBIT C  
OPEN SPACE AREA

4841-0491-4990, v. 4

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

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

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

[RETURN TO LENDER'S OUTSIDE COUNSEL]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT OF SUBORDINATION**  
**NONDISTURBANCE AND ATTORNMENT**

THIS AGREEMENT is dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between LENDER NAME, a \_\_\_\_\_, as agent and investment manager for one or more of its affiliated insurance companies ("Lender"), \_\_\_\_\_, a \_\_\_\_\_ ("Tenant"), \_\_\_\_\_, a \_\_\_\_\_ ("Borrower").

**RECITALS:**

- A. Tenant has executed that certain lease dated \_\_\_\_\_, \_\_\_\_\_ (the "Lease") covering the premises described in the Lease ("Premises") in that certain building located at \_\_\_\_\_ (the "Property") and more particularly described in Exhibit A attached hereto and made a part hereof, by this reference; and
- B. Borrower is or will become the landlord under the Lease; and
- C. Lender has made or has agreed to make a mortgage loan to Borrower secured by a mortgage or deed of trust encumbering the Property which includes an assignment of the landlord's interest in the Lease (the "Mortgage"); and
- D. Tenant, Borrower and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, agreements contained herein, the parties hereto agree as follows:

1. The Lease and any extensions, modifications or renewals thereof, including but not limited to any option to purchase or right of first refusal to purchase the Property or any portion thereof, if any, is and shall continue to be subject and subordinate in all respects to the Mortgage and the lien created thereby, and to any advancements made thereunder and to any consolidations, extensions, modifications or renewals thereof.

2. Tenant agrees to deliver to Lender, in the manner set forth in Paragraph 7, a copy of any notice of default sent to the landlord by Tenant. If the landlord fails to cure such default within the time provided in the Lease, Lender shall have the right, but not the obligation to cure such default on behalf of the landlord within thirty (30) calendar days after the time provided for the landlord to cure such default in the Lease or within a reasonable period if such default cannot be cured within that time, provided Lender is proceeding with due diligence to cure such default. In such event Tenant shall not terminate the Lease while such remedies are being diligently pursued

by Lender. Further, Tenant shall not terminate the Lease on the basis of any default by the landlord which is incurable by Lender (such as, for example, the bankruptcy of the landlord or breach of any representation by the landlord), provided Lender is proceeding with due diligence to commence an action to appoint a receiver or to obtain the right to possession of the Property by foreclosure, deed in lieu of foreclosure, or otherwise ("Foreclosure"). Tenant hereby agrees that no action taken by Lender to enforce any rights under the Mortgage or related security documents, by reason of any default thereunder (including without limitation, the appointment of a receiver, any Foreclosure or any demand for rent under any assignment of rents or leases) shall give rise to any right of Tenant to terminate the Lease nor shall such action invalidate or constitute a breach of any of the terms of the Lease.

3. So long as Tenant is not in default under the Lease, Tenant's possession and occupancy of the Premises shall not be disturbed by Lender during the term of the Lease or any extension thereof.

4. If Lender succeeds to the interest of the landlord under the Lease, subject to Tenant's performance of its obligations under the Lease, the Lease will continue in full force and effect. Thereupon, Lender shall recognize the Lease and Tenant's rights thereunder and Tenant shall make full and complete attornment to Lender as substitute landlord upon the same terms, covenants and conditions as provided in the Lease, except for any option to purchase or right of first refusal to purchase the Property as may be provided in the Lease. Further, Tenant agrees that any such option or right of first refusal to purchase the Property or any portion thereof, as may be provided in the Lease shall not apply to and shall not in any way impair or delay any Foreclosure, as defined herein.

5. Tenant agrees that, if Lender shall succeed to the interest of the landlord under the Lease, Lender, its successors and assigns, shall not be:

- (a) liable for any prior act or omission of the landlord or any prior landlord or consequential damages arising therefrom; or
- (b) subject to any offsets or defenses which Tenant might have as to the landlord or any prior landlord; or
- (c) required or obligated to credit Tenant with any rent or additional rent for any rental period beyond the then current month which Tenant might have paid the landlord; or
- (d) bound by any cancellation or termination of the Lease (other than a unilateral termination made by Tenant pursuant to the terms of the Lease) or any material amendments or modifications of the Lease such as those affecting rent, term or permitted use made without Lender's prior written consent; or
- (e) liable for refund of all or any part of any security deposit unless such security deposit shall have been actually received by Lender.

The foregoing shall not, however: (i) relieve Lender or any other party succeeding to the interests of the landlord as a result of any foreclosure of the obligation to remedy or cure conditions at the Premises which constitute a landlord default under the Lease and which continue at the time of such succession or acquisition, and (ii) constitute a waiver by Tenant of any claims or causes of action it may have against the landlord as a result of conditions or events which occurred prior to the succession by Lender to the interests of the landlord.

6. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The words, "Lender," "Borrower" and "Tenant" shall include their respective heirs, legatees, executors, administrators, beneficiaries, successors and assigns.

7. All notices, and all other communication with respect to this Agreement, shall be directed as follows: if to Lender, c/o \_\_\_\_\_, Attention: \_\_\_\_\_ or such other address as Lender may designate in writing to Tenant and, if to Tenant, at the address set forth in the Lease or at such other address as Tenant may designate in writing to Lender. All notices shall be in writing and shall be: (a) hand-delivered; (b) sent by United States express mail or by private overnight courier; or (c) served by certified mail postage prepaid, return receipt requested, to the appropriate address set forth

above. Notices served as provided in (a) and (b) shall be deemed to be effective upon delivery. Any notice served by certified mail shall be deposited in the United States mail with postage thereon fully prepaid and shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three business days after the date of mailing, whichever is earlier in time.

8. Borrower has agreed under the Mortgage and other loan documents that rentals payable under the Lease shall be paid directly by Tenant to Lender upon any default by Borrower under the Mortgage. After receipt of notice from Lender to Tenant, at the address set forth above or at such other address as to which Lender has been notified in writing, that rentals under the Lease should be paid to Lender, Tenant shall pay to Lender, or at the direction of Lender, all monies due or to become due to the landlord under the Lease. Tenant shall have no responsibility to ascertain whether such demand by Lender is permitted under the Mortgage, or to inquire into the existence of a default. Borrower hereby waives any right, claim, or demand it may now or hereafter have against Tenant by reason of such payment to Lender, and any such payment shall discharge the obligations of Tenant to make such payment to the landlord.

9. This Agreement contains the entire agreement between the parties and no modifications shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

10. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LENDER:

TENANT:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Authorized Signatory

Its: \_\_\_\_\_

BORROWER:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS:

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity and that, by his or her signature on the instrument, the person or the entity upon behalf of which he or she acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS:

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity and that, by his or her signature on the instrument, the person or the entity upon behalf of which he or she acted, executed the instrument

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State



**NOTES CORRESPONDING TO SCHEDULE "B"**

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

- AGREEMENT FOR EASEMENT WITH PAGE POWER CO. OF RECORD IN DEED BOOK 331, PAGE 409, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - THIS IS A BLANKET EASEMENT AND THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT
- EASEMENT TO NORTHERN VIRGINIA POWER CO., ET AL. OF RECORD IN DEED BOOK 68, PAGE 33, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - AS SHOWN (NO SPECIFIED WIDTH)
- EASEMENT TO NORTHERN VIRGINIA POWER COMPANY OF RECORD IN DEED BOOK 70, PAGE 372, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - AS SHOWN (NO SPECIFIED WIDTH) (REFERENCE IS MADE TO A PLAT IN DEED BOOK 264, PAGE 463 ON WHICH THE EASEMENT IS PLOTTED)
- EASEMENT TO NORTHERN VIRGINIA POWER COMPANY OF RECORD IN DEED BOOK 73, PAGE 205, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - AS SHOWN (NO SPECIFIED WIDTH)
- EASEMENT TO TOWN OF FRONT ROYAL OF RECORD IN DEED BOOK 163, PAGE 129, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - AS SHOWN
- RIGHT OF WAY AGREEMENT OF RECORD IN DEED BOOK 265, PAGE 705, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - AS SHOWN
- EASEMENT TO VIRGINIA TELEPHONE AND TELEGRAPH COMPANY OF RECORD IN DEED BOOK 189, PAGE 618, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT
- EASEMENT TO VIRGINIA TELEPHONE AND TELEGRAPH COMPANY OF RECORD IN DEED BOOK 197, PAGE 473, RECORDER'S OFFICE, WARRANT COUNTY, VIRGINIA. - AS SHOWN
- DEED OF EASEMENT OF RECORD IN DEED BOOK 207, PAGE 447, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - AS SHOWN
- NOTWITHSTANDING THE REFERENCE TO ACREAGE OR SQUARE FOOTAGE IN THE DESCRIPTION SET FORTH IN SCHEDULE A HEREOF, THIS COMMITMENT DOES NOT INSURE NOR GUARANTEE THE ACREAGE OR QUANTITY OF LAND SET FORTH THEREIN. - NOT A MATTER OF SURVEY
- RIGHTS OF PUBLIC TO USE THOSE PORTIONS OF THE SUBJECT PREMISES LYING WITHIN THE BOUNDS OF ANY LEGAL HIGHWAY. - NOT A MATTER OF SURVEY
- TERMS AND CONDITIONS OF THE DECREE OF ANNEXATION OF RECORD IN DEED BOOK 441, PAGE 788, RECORDER'S OFFICE, WARREN COUNTY, VIRGINIA. - DOES NOT AFFECT
- RIGHTS, IF ANY, FOR SOUTHERN RAILROAD. - AS SHOWN
- RIGHTS, DUTIES AND OBLIGATIONS TO THE UNITED STATES GOVERNMENT AS SET FORTH IN THE SOURCE DEED OF RECORD IN DEED BOOK 264, PAGE 463. - NOT A MATTER OF SURVEY

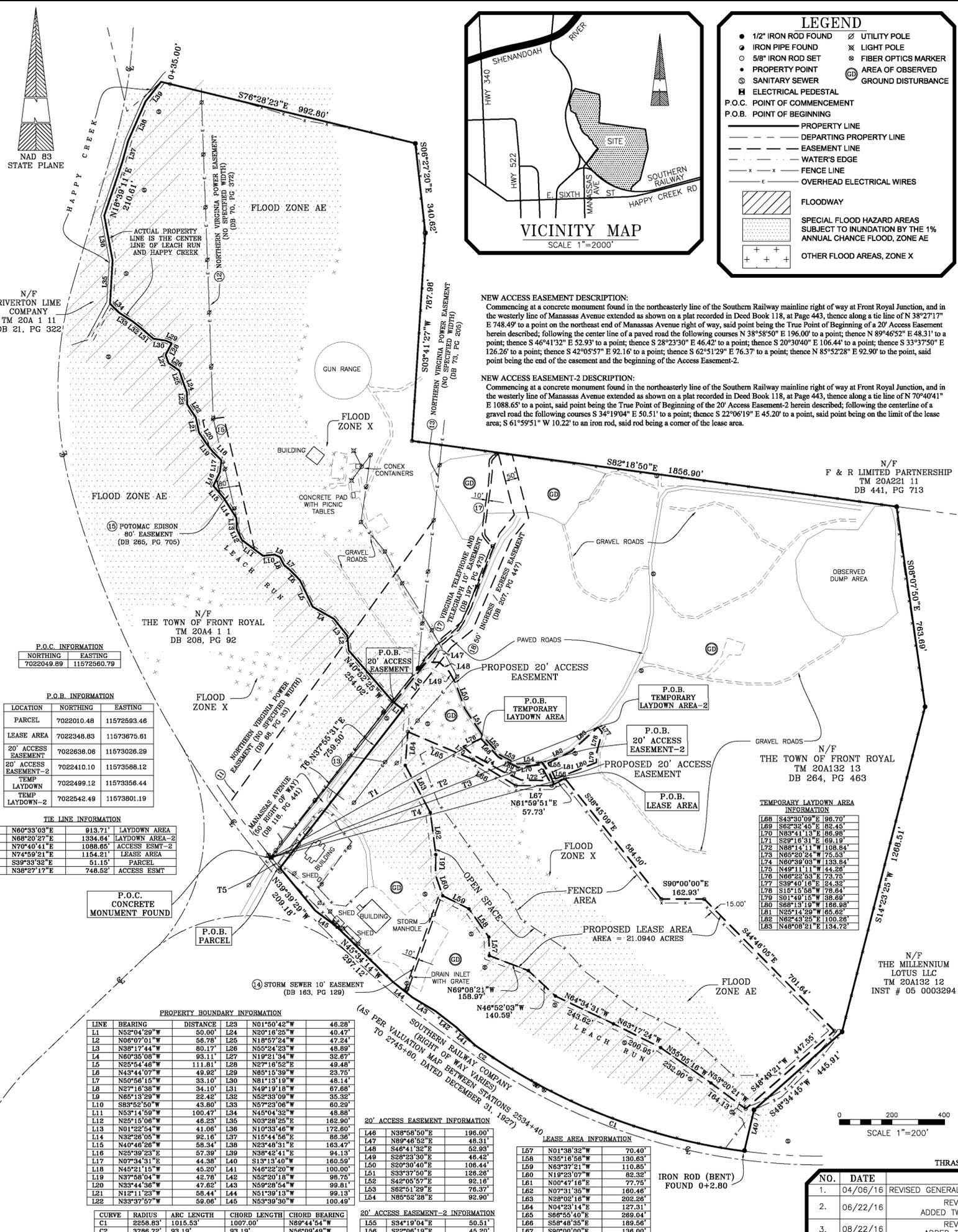
**GENERAL NOTES**

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

**FLOOD NOTE**

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

DRAWN BY: SIB  
CHECKED BY: DAR  
**SHEET 1 OF 1**



**LEGAL DESCRIPTION**

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

Beginning at an iron pin set in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the easterly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence leaving the railway North 38°23'5" East, 760.77 feet running with the easterly line of Manassas Avenue extended to an iron pin set in the center of Leach Run; thence leaving the easterly line of Manassas Avenue North 52°30'57" West, 50.00 feet running with the centerline of Leach Run to a corner of the property acquired by the Town of Front Royal from the Estate of J. F. Donaldson by deed dated 21 December 1973 and recorded in Deed Book 208, at page 92, said point being in the westerly line of Manassas Avenue extended; thence leaving Manassas Avenue and running with the property line of the Town of Front Royal along the center line of Leach Run, the average courses and distances of which are North 41°56'40" West, 242.00 feet; thence North 12°43'17" West, 86.33 feet; thence North 39°46'31" West, 47.74 feet; thence North 54°57'31" West, 113.14 feet; thence North 25°54'56" West, 107.50 feet; thence North 56°40'42" West, 189.71 feet; thence North 44°15'24" West, 105.88 feet; thence North 23°01'09" West, 75.63 feet; thence North 29°57'07" West, 104.02 feet; thence North 08°54'39" East, 79.95 feet; thence North 31°14'05" West, 133.71 feet; thence North 18°19'31" West, 40.42 feet; thence North 31°37'18" West, 100.61 feet; thence North 09°11'00" East, 52.23 feet; thence North 59°05'57" West, 232.62 feet to the point of intersection of Leach Run and Happy Creek, a point in the line of the property acquired by the Riverton Lime Company, Inc. from W. E. Carson by deed dated 23 April 1918 and recorded in Deed Book 21 at Page 322; thence leaving the property of the Town of Front Royal and running with the centerline of Happy Creek the average courses and distances of which are North 07°12'51" West, 212.53 feet; thence North 67°07'55" West, 31.22 feet; thence North 04°19'38" East, 205.86 feet; thence North 22°34'39" East, 393.81 feet; thence North 38°40'12" East, 106.79 feet to a corner of the property acquired by T. Brooks Mims and Beatrice R. Mims, his wife, from R. Alton Morrison by deed of partition dated 6 April 1967 and recorded in Deed Book 152 at page 391, said point bearing North 76°16'44" West, 21.96 feet from an iron pin set; thence leaving Happy Creek South 76°16'44" East, 978.48 feet running with the line of the Mims property to an iron pin found by a triple dead cedar tree; thence South 06°15'41" East, 340.62 feet to an iron pin found; thence South 03°53'06" West, 787.98 feet to an iron pin found; thence South 82°07'11" East, 1836.90 feet to an iron pin found at a corner of the property acquired by Donatienne Von Ludwig, et al, from the Estate of J. F. Donaldson by deed dated 1 August 1974 and recorded in Deed Book 214, at Page 616; thence leaving the property of Mims South 07°50'11" East, 763.69 feet running with the line of the property of Von Ludwig to an iron pin found; thence North 14°53'04" West, 126.51 feet to an iron pin found; thence South 48°49'24" West, 445.91 feet to an iron pin found; thence South 13°25'19" West, 160.59 feet to a point in the northerly line of the Southern Railway right of way and crossing over an iron pin found 2.39 feet from said point; thence leaving the property of Von Ludwig and running with the line of the Southern Railway along a curve to the right having a radius of 2259.01 feet, an arc of 1020.60 feet and a chord bearing and distance of North 69°30'52" West, 1011.94 feet to a point of compound curve; thence running with a curve to the right having a radius of 3786.83 feet, an arc of 93.19 feet and a chord bearing and distance of North 55°20'00" West, 93.19 feet; thence North 40°46'32" West, 100.00 feet; thence North 52°02'29" West, 98.75 feet; thence North 59°11'04" West, 99.81 feet; thence North 51°21'23" West, 99.14 feet; thence running with a curve to the right having a radius of 3786.83 feet, an arc of 600.02 feet and a chord bearing and distance of North 44°37'21" West, 599.39 feet to the point of beginning. Containing 144.506 Acres of land.

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

**NEW PARCEL DESCRIPTION PER CURRENT SURVEY:**  
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of S 39°33'32" E 51.15' to an iron rod set, said rod being the True Point of Beginning of the Parcel herein described; thence N 37°55'31" E 759.50' running with the easterly line of Manassas Avenue extended to an iron pin set in the center of Leach Run; thence leaving the easterly line of Manassas Avenue N 52°04'29" W 50.00' running with the centerline of Leach Run to a corner of the property acquired by the Town of Front Royal from the Estate of J. F. Donaldson by deed dated 21 December 1973 and recorded in Deed Book 208, at page 92, said point being in the westerly line of Manassas Avenue extended; thence leaving Manassas Avenue and running with the property line of the Town of Front Royal along the center line of Leach Run, the average courses and distances of which are N 40°52'25" W 254.02'; thence N 06°07'01" W 56.78'; thence N 38°17'44" W 80.17'; thence N 60°35'08" W 93.11'; thence N 25°54'48" W 111.81'; thence N 43°44'07" W 49.92'; thence N 50°56'15" W 33.10'; thence N 27°16'38" W 34.10'; thence N 65°13'29" W 22.42'; thence N 83°52'50" W 43.80'; thence N 53°14'59" W 100.47'; thence N 25°15'08" W 48.23'; thence N 01°22'54" W 41.06'; thence N 32°26'05" W 92.16'; thence N 40°48'28" W 58.34'; thence N 25°39'23" W 57.39'; thence N 07°34'31" W 44.38'; thence N 45°21'15" W 45.20'; thence N 37°58'04" W 42.78'; thence N 33°44'36" W 47.62'; thence N 33°44'36" W 58.44'; thence N 33°37'57" W 59.06'; thence N 01°50'42" W 48.28'; thence N 20°16'38" W 40.47'; thence N 18°57'24" W 47.24'; thence N 55°24'23" W 48.89'; thence N 19°21'34" W 32.87'; thence N 27°16'52" E 49.48'; thence N 65°13'30" W 23.75'; thence N 81°13'19" W 48.14'; thence N 49°19'18" W 67.88'; thence N 52°33'09" W 35.32'; thence N 57°23'08" W 60.29'; thence N 45°04'32" W 48.88' to the point of intersection of Leach Run and Happy Creek, a point in the line of the property acquired by the Riverton Lime Company, Inc. from W. E. Carson by deed dated 23 April 1918 and recorded in Deed Book 21 at Page 322; thence leaving the property of the Town of Front Royal and running with the centerline of Happy Creek the average courses and distances of which are N 03°28'25" E 162.90'; thence N 10°33'46" W 172.60'; thence N 18°39'11" E 210.61'; thence N 15°44'56" E 86.36'; thence N 23°48'31" E 163.47'; thence N 38°42'41" E 94.13' to a corner of the property acquired by F & R Limited Partnership, from MVA, Limited Partnership by deed dated 25 January 1991 and recorded in Deed Book 441 at page 713, said point being the True Point of Beginning of the Parcel herein described; thence N 27°16'38" W 34.10'; thence N 67°07'55" W 31.22'; thence N 04°19'38" E 205.86'; thence N 22°34'39" E 393.81'; thence N 38°40'12" E 106.79 feet to a corner of the property acquired by T. Brooks Mims and Beatrice R. Mims, his wife, from R. Alton Morrison by deed of partition dated 6 April 1967 and recorded in Deed Book 152 at page 391, said point bearing North 76°16'44" West, 21.96 feet from an iron pin found; thence leaving Happy Creek South 76°16'44" East, 978.48 feet running with the line of the Mims property to an iron pin found; thence South 06°15'41" East, 340.62 feet to an iron pin found; thence South 03°53'06" West, 787.98 feet to an iron pin found; thence South 82°07'11" East, 1836.90 feet to an iron pin found at a corner of the property acquired by Donatienne Von Ludwig, et al, from the Estate of J. F. Donaldson by deed dated 1 August 1974 and recorded in Deed Book 214, at Page 616; thence leaving the property of Mims South 07°50'11" East, 763.69 feet running with the line of the property of Von Ludwig to an iron pin found; thence North 14°53'04" West, 126.51 feet to an iron pin found; thence South 48°49'24" West, 445.91 feet to an iron pin found; thence South 13°25'19" West, 160.59 feet to a point in the northerly line of the Southern Railway right of way and crossing over an iron pin found 2.39 feet from said point; thence leaving the property of Von Ludwig and running with the line of the Southern Railway along a curve to the right having a radius of 2258.83 feet, an arc of 1015.53 feet and a chord bearing and distance of N 69°44'54" W 1007.00 feet to a point of compound curve; thence running with a curve to the right having a radius of 3786.72 feet, an arc of 93.19 feet and a chord bearing and distance of N 56°09'49" W 93.19'; thence N 46°22'20" W 100.00'; thence N 52°02'18" W 98.75'; thence N 59°11'04" W 99.81'; thence N 51°21'23" W 99.13'; thence N 45°34'14" W 99.14'; thence N 53°39'30" W 100.49'; thence N 39°39'29" W 209.18' to the point of beginning. Containing 144.5503 Acres of land.

**NEW LEASE AREA DESCRIPTION:**  
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of S 74°59'21" E 115.44' to an iron rod set, said rod being the True Point of Beginning of the Lease Area herein described; thence S 45°09' E 384.50' to an iron rod set; thence S 90°00'00" E 162.93' to an iron rod set; thence S 44°46'05" E 701.64' to an iron rod set; thence S 48°49'21" W 447.55' to an iron rod set on the easterly bank of Leach Run; thence running with said bank of Leach Run the following courses and distances: N 53°20'16" W 164.13' to a point; N 55°05'16" W 232.90' to a point; N 63°17'24" W 200.95' to a point; N 64°34'31" W 243.62' to a point; N 46°52'03" W 140.59' to a point; N 69°08'21" W 158.97' to a point; N 01°38'32" W 70.40' to a point; N 35°16'56" W 130.63' to a point; N 63°37'21" W 110.85' to a point; N 19°23'07" W 82.32' to a point; N 00°47'16" E 77.75' to a point; N 07°31'35" W 104.46' to a point; N 28°02'16" W 202.26' to a point; N 04°23'14" E 127.31' to an iron rod set; thence departing said bank of Leach Run S 66°55'40" E 269.04' to an iron rod set; thence S 58°48'35" E 189.56' to an iron rod set; thence S 90°00'00" E 136.00' to an iron rod set; thence N 61°59'51" E 57.73' to the point of beginning. Containing 21.0940 Acres of land.

**TEMPORARY LAYDOWN AREA DESCRIPTION:**  
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of N 60°33'03" E 913.71' to the point of beginning of the herein described Laydown Area; thence S 43°30'09" E 96.70' to a point; thence S 62°32'45" E 82.45' to a point; thence N 83°41'13" E 86.89' to a point; thence N 29°16'31" E 69.19' to a point; thence N 43°37'21" W 108.84' to a point; thence N 65°20'24" W 75.53' to a point; thence N 60°39'03" W 133.84' to a point; thence N 49°11'11" W 44.28' to a point; thence N 86°22'53" E 73.75' to a point; thence N 39°40'10" E 24.32' to a point; thence N 15°15'56" W 78.64' to a point; thence N 01°49'18" W 38.69' to a point; thence N 68°13'19" W 166.98' to a point; thence N 25°14'29" W 65.62' to a point; thence N 62°43'25" E 100.26' to a point; thence N 46°08'21" E 134.72' to the point of beginning and containing 0.3600 acre of land.

**TEMPORARY LAYDOWN AREA-2 DESCRIPTION:**  
Commencing at a concrete monument found in the northeasterly line of the Southern Railway mainline right of way at Front Royal Junction, and in the westerly line of Manassas Avenue extended as shown on a plat recorded in Deed Book 118, at Page 443, thence along a tie line of N 68°20'27" E 1334.84' to the point of beginning of the herein described Laydown Area-2; thence S 39°40'16" E 24.32' to a point; thence S 15°15'56" W 78.64' to a point; thence S 01°49'18" W 38.69' to a point; thence S 68°13'19" W 166.98' to a point; thence N 25°14'29" W 65.62' to a point; thence N 62°43'25" E 100.26' to a point; thence N 48°08'21" E 134.72' to the point of beginning and containing 0.3832 acres of land.

**ALTA/NSPS LAND TITLE SURVEY**

**SURVEYOR'S CERTIFICATE:**  
TO AMERICAN MUNICIPAL POWER, DG AMP SOLAR, LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY:

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Town of Front Royal, Virginia  
Work Session Agenda Form

Date: September 6, 2016

**Agenda Item:** Resolution to Reschedule October 10, 2016 Regular Council Meeting

**Summary:** The 2016 Virginia Municipal League (VML) Conference is scheduled for October 9 – 11, 2016. A regular Council meeting falls on Monday, October 10, 2016. This date is also Columbus Day which is a Town Holiday. Town Code Section 4-1(B) states that *in the event that a regular Town Council meeting shall fall on a date designated as a Town holiday, then the regular Council meeting shall be held on the following day (Tuesday) at 7:00 p.m.* and 4-1(C) states that *in the event that a regular Town Council meeting cannot be conducted at the regular time or location due to circumstances beyond the Town’s control, the alternative meeting date shall be the following Monday at 7:00 p.m. in Town Administrative Offices,* which would be Monday, October 17, 2016.

**Council Discussion:** Council takes desired action

**Staff Evaluation:** N/A

**Budget/Funding:** N/A

**Legal Evaluation:** Town Attorney will be in attendance

**Staff Recommendations:** Staff will be in attendance

**Town Manager Recommendation:** Town manager will be in attendance.

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action  
Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

**RESOLUTION**  
**To Reschedule Town Council Meeting**

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

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

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

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

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

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

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

APPROVED:

\_\_\_\_\_  
Timothy W. Darr, Mayor

Attest:

\_\_\_\_\_  
Jennifer E. Berry, CMC, Clerk of Council

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

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

\*\*\*\*\*

Approved as to Form and Legality:

\_\_\_\_\_  
Douglas W. Napier, Town Attorney

Dated: \_\_\_\_\_

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Town of Front Royal, Virginia  
Work Session Agenda Form

Date: September 6, 2016

**Agenda Item:** Downtown Welcome Wall

**Summary:** Staff have investigated the possible installation of a Downtown Front Royal Welcome/Civic Organization Wall that could be located on the northeast corner of Royal Avenue and Main Street on the Afton Inn property. Staff have developed a general layout plan for the wall and confirmed with the EDA Director that securing the necessary Right-of-Way for installation should not impact future sale of the property. As proposed the wall would be six feet in height at the center to include the Welcome message and four feet in height on the wings to display 18 inch medallions for the various civic organizations in Front Royal/Warren County.

**Council Discussion:** Council is requested to discuss requesting Right-of-Way from the EDA for the installation of a Welcome/Civic Organization Wall.

**Staff Evaluation:** The decorative concrete masonry wall could be constructed by Town staff. A local investment firm has indicated a desire to sponsor the cost for the wall.

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

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

**Staff Recommendations:** Staff recommend Council consider requesting Right-of-Way from the EDA for the installation of a Welcome/Civic Organization Wall.

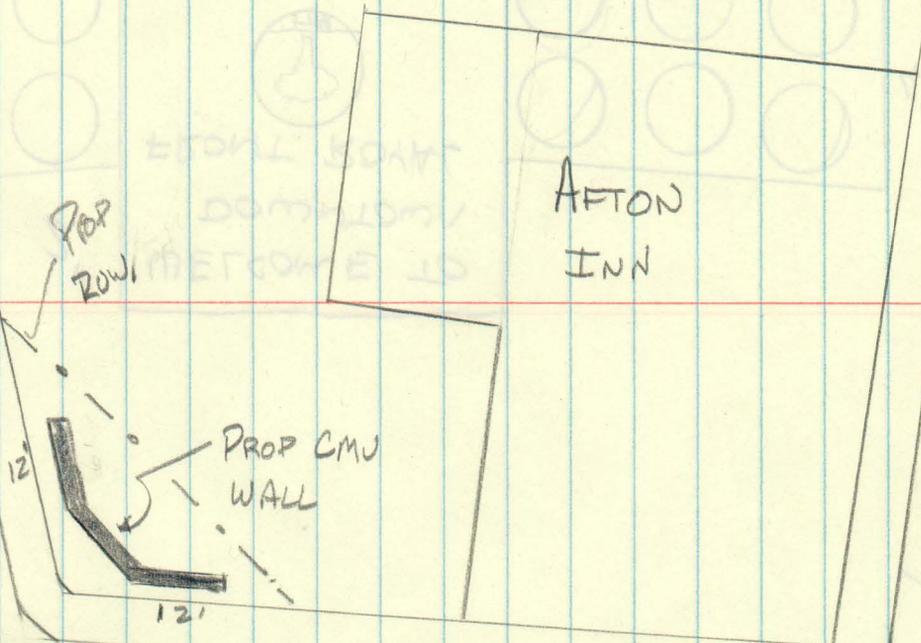
**Town Manager Recommendation:** The Town Manager recommends Council consider requesting Right-of-Way from the EDA for the installation of a Welcome/Civic Organization Wall.

**Council Recommendation:**

- Additional Work Session     Regular Meeting     No Action  
Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)



ROYAL AVENUE



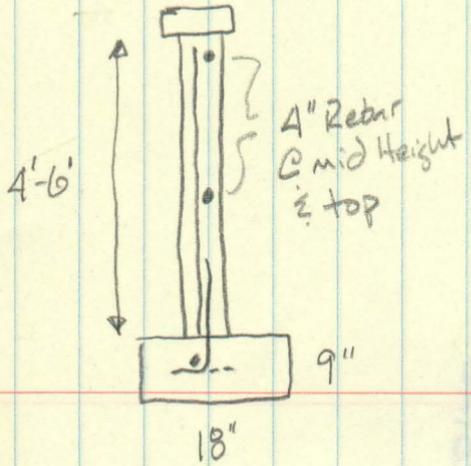
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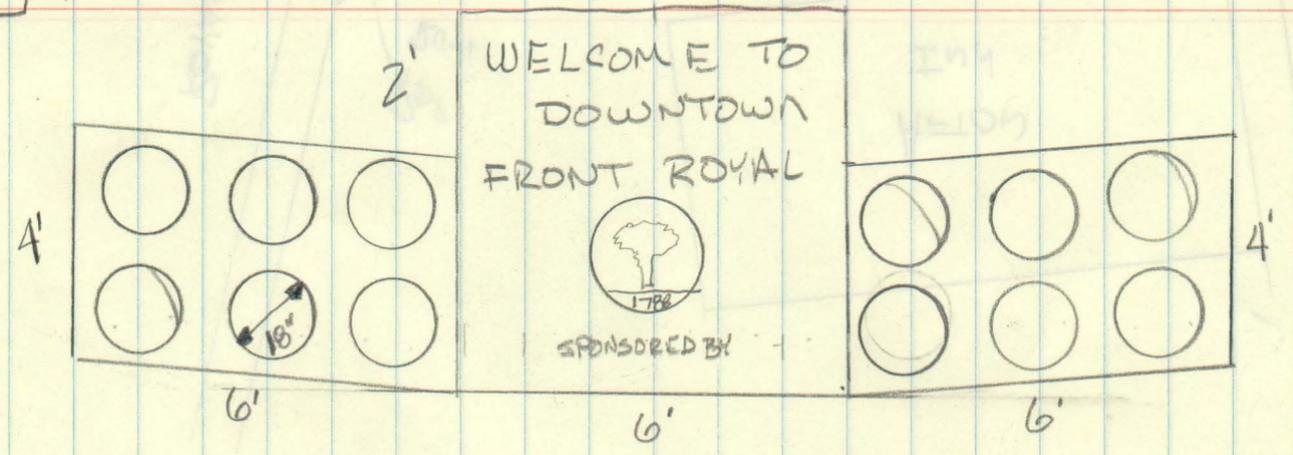
MAIN STREET

# SPLIT FACE CMU WALL

WALL 2025



4" Rebar @ 48" o.c.



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## Town of Front Royal, Virginia Work Session Agenda Form

Date: September 6, 2016

**Agenda Item:** Liaison Committee Meeting Items for September 15, 2016

**Summary:** The next Liaison Committee Meeting is scheduled for September 15, 2016. The last meeting agenda is attached.

**Council Discussion:** Council takes desired action

**Staff Evaluation:** None

**Budget/Funding:** None

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

**Staff Recommendations:** None

**Town Manager Recommendation:** Town Manager will be available for questions

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action

Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

Work Session



**AGENDA**  
**TOWN/COUNTY LIAISON**  
**COMMITTEE MEETING**  
Warren County Government Center



**July 21, 2016**  
**6:00 PM**

- A. Call to Order – Linda Glavis, Board of Supervisors Chair**
- B. Leach Run Parkway – Doug Stanley**
- C. Wastewater Treatment Plant/Septage Receiving Facility – Steve Burke**
- D. Building Inspections Software – Doug Stanley**
- E. Development Review Committee – Doug Stanley**
- F. McKay Property Update/ Acquisition of Trailer Park – Jennifer McDonald**
- G. Warren County’s in-Town Projects – Doug Stanley**
- H. Avtex Property – Main Street Extension – Steve Burke**
- I. Town Commercial Waste Tipping Fee Structure – Steve Burke**
- J. Chris Ramsey Boundary Adjustment Request Adjournment – Steve Burke**
- K. Current Town of Front Royal Transportation Priorities – Steve Burke**
- L. Tipping Fees for Private Residential Garbage Collection – Steve Burke**
- M. Adjournment**

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## Town of Front Royal, Virginia Work Session Agenda Form

Date: September 6, 2016

**Agenda Item:** Board of Zoning Appeals Vacancy

**Summary:** Stephen McKee Braddock resigned from the Board of Zoning Appeals (BZA) in May 2016. Staff received an email advising the Town of his resignation. Mr. Braddock was recommended by Council to a 5-year term on May 13, 2013. All BZA recommendations are 5-year terms; however, this one would be for an unexpired term to expire May 1, 2018. All recommendations are considered by the Judge of the Warren County Circuit Court for appointment.

**Council Discussion:** Council takes desired action

**Staff Evaluation:** None

**Budget/Funding:** None

**Legal Evaluation:** Town Attorney will be available

**Staff Recommendations:** Staff will be available

**Town Manager Recommendation:** Town Manager will be available

**Council Recommendation:**

Additional Work Session     Regular Meeting     No Action

Consensus Poll on Action: \_\_\_(Aye) \_\_\_(Nay)

Work Session

**From:** Stephen McKee [<mailto:srmrlb@hotmail.com>]

**Sent:** Tuesday, May 17, 2016 10:35 PM

**To:** Connie Potter <[cpotter@frontroyalva.com](mailto:cpotter@frontroyalva.com)>

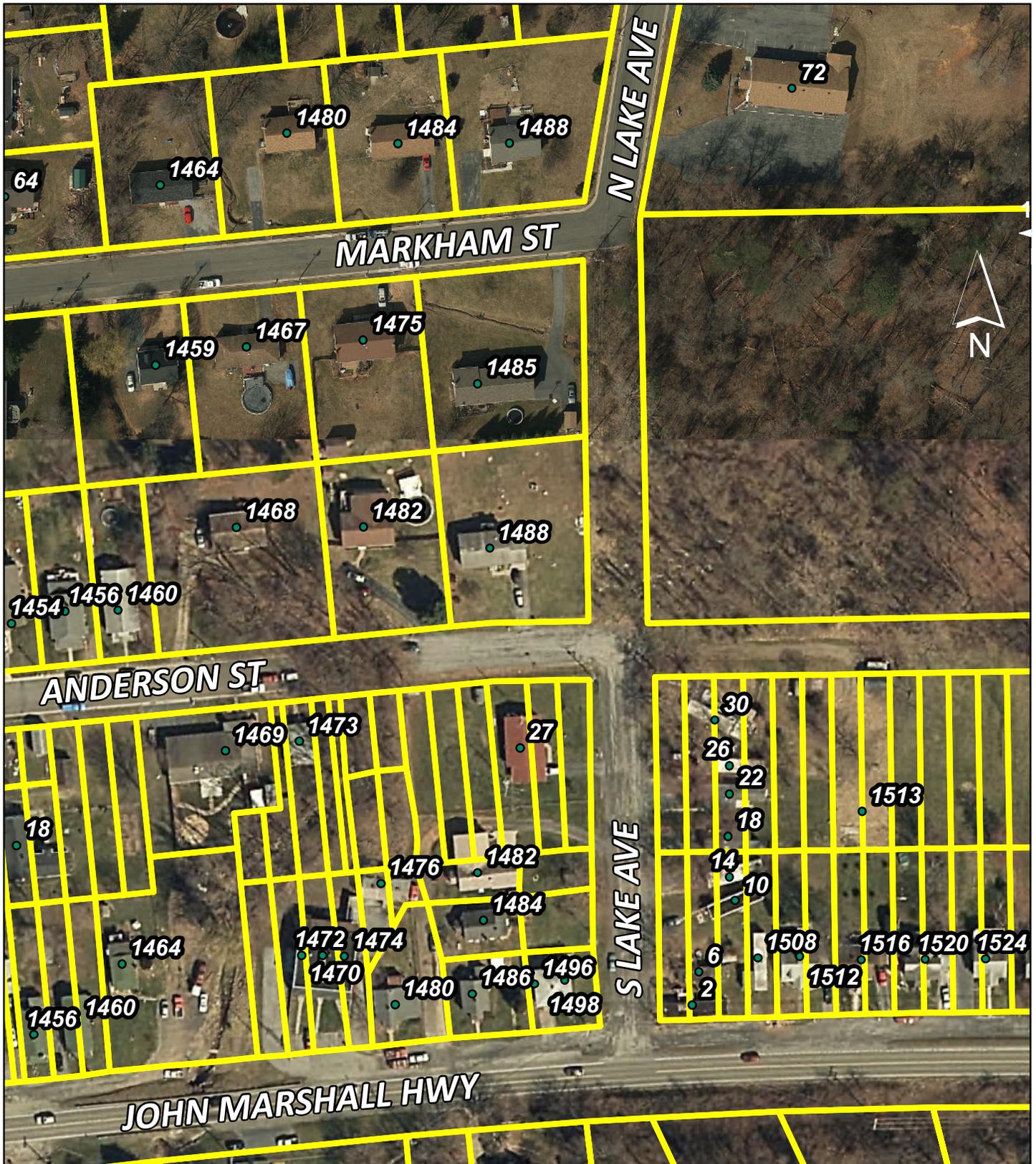
**Subject:** Re: BZA Mtg 5-17-16

Hope all went well this evening. Question: I need to resign from BZA board, who do I address resignation letter to? Please advise. Thanks

Sent from my iPhone

11

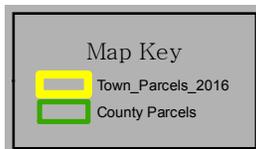
12



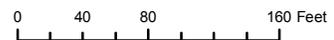
AUGUST 2016



D.G. Merchant, Cartographer



**AERIAL MAP**  
**LAKE AVENUE**  
**Mountain View Subdivision**



APPROVED BY:  
PLANNING COMMISSION

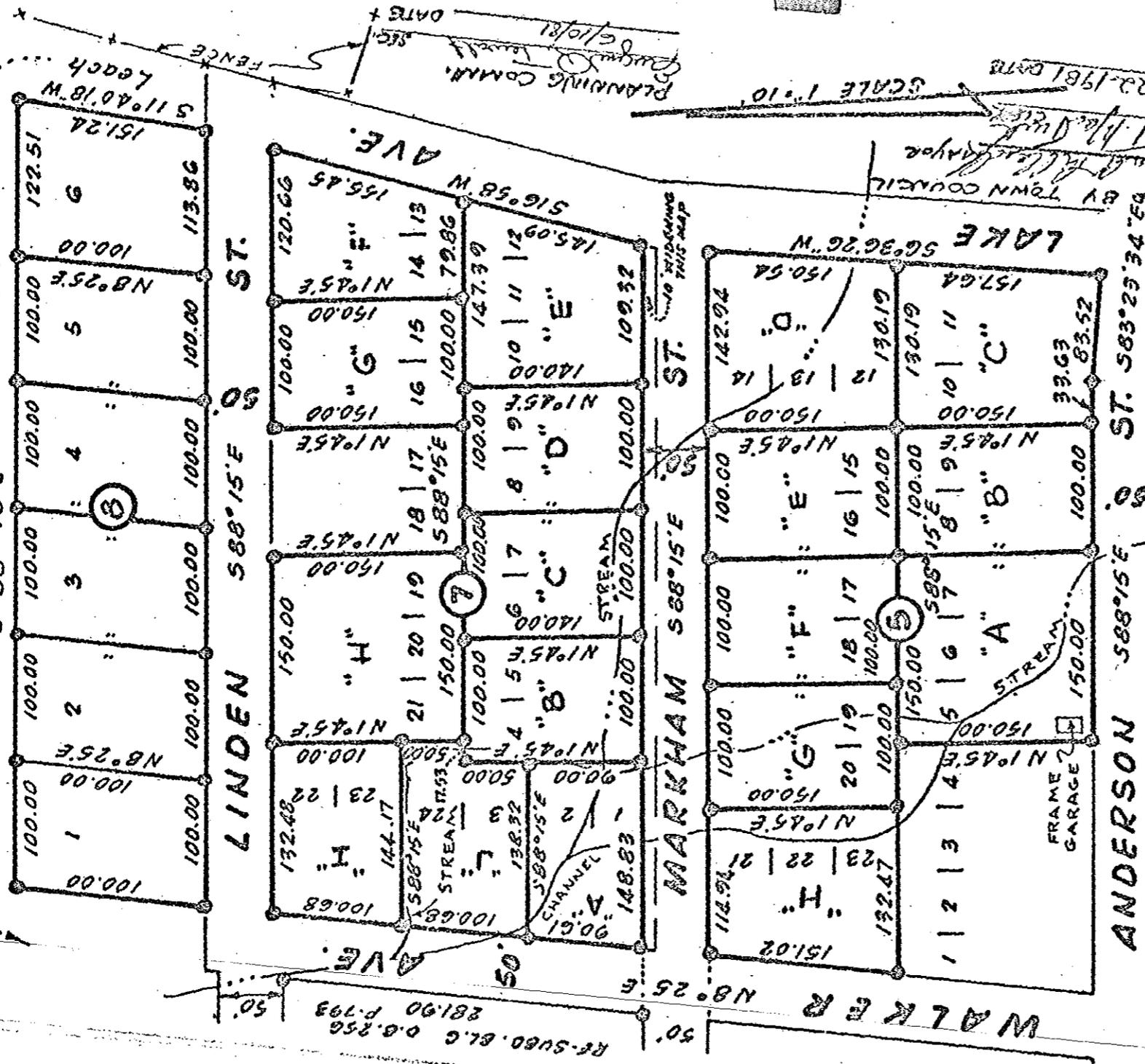
SEC. 11-14-79  
DATE

TOWN OF FRONT ROYAL  
TOWN COUNCIL

BOOK 286  
PAGE 206

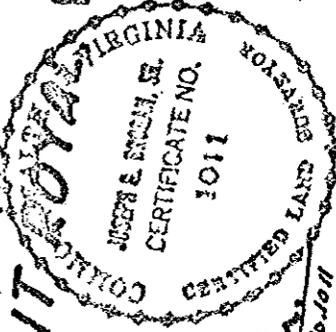
Leach

1979-86-1979 DATE  
Clerk



SURVEY OF BLOCK 8, EXTENSION OF MOUNTAIN VIEW SUBD. (269 A 531 TITLE)  
 BLOCK 7, LOTS 1 THRU 16, 19 THRU 24 MTH. VIEW SUBD. (TITLE D.B. 269 P. 530)  
 BLOCK 5, LOTS 5 THRU 23, MTH. VIEW SUBD. (TITLE D.B. 269 P. 531 & 5. 262 P. 326)  
 PLAT P. 8. 2 P. 25

TOWN OF FRONT ROYAL, VIRGINIA  
 APPROVED BY TOWN PLANNING COMMISSION



Prepared by  
 JOSEPH G. BROGAN, SR. C.L.S.  
 P.O. BOX 1578, FRONT ROYAL, VA.  
 OCT. 17, 1979  
 ADDED LOT #S 5/22/81 J.S.H.

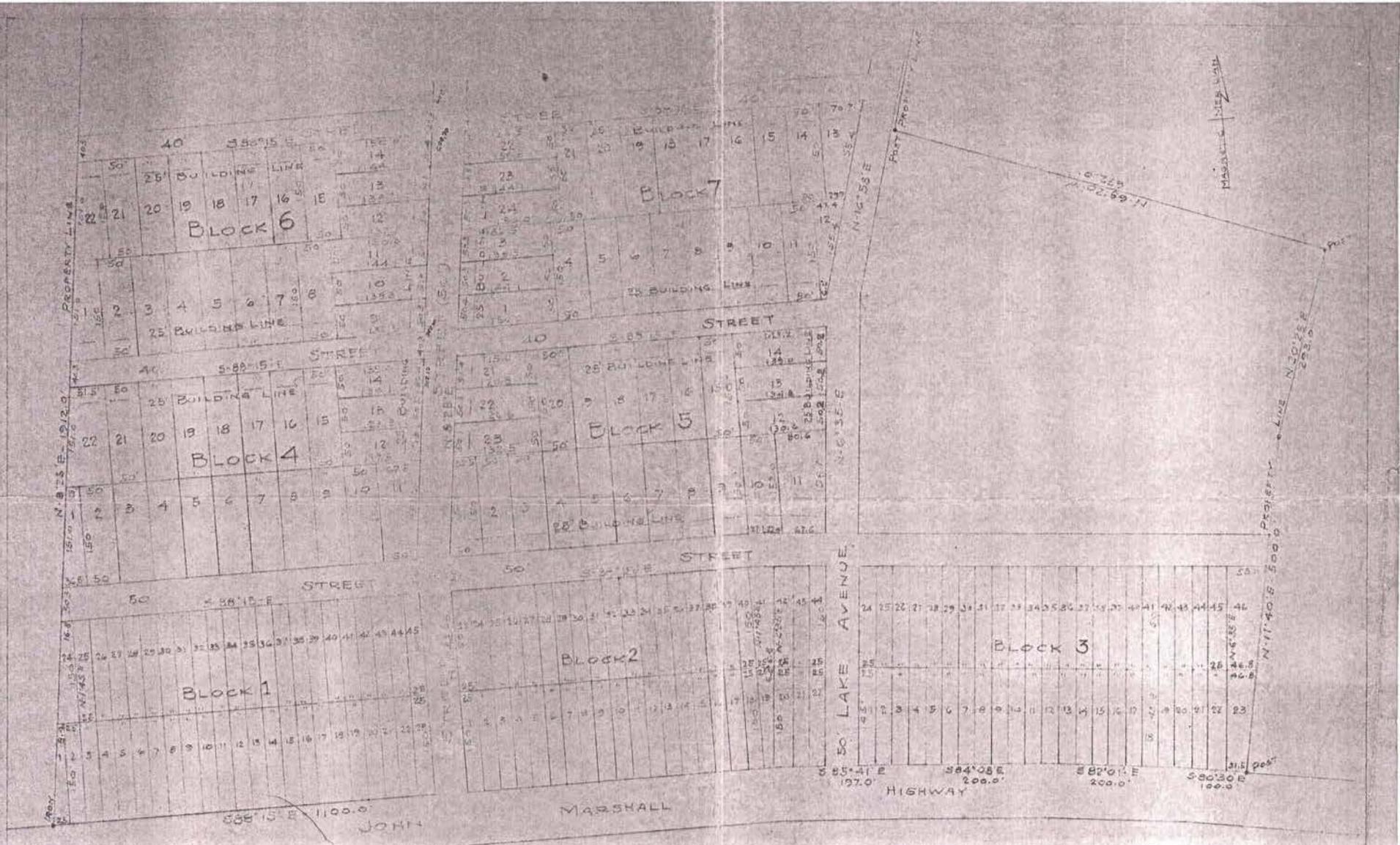
*Joseph G. Brogan, Sr.*  
 VA. LIC. No. 42907

TOWN COUNCIL  
 9-10-80 DATE

*William T. MacFink*  
 CLERK  
 9/10/80 DATE

APPROVED BY TOWN COUNCIL  
 June - 22, 1981 DATE  
 SCALE 1" = 10'

RE-SUBD. B.L.C. D.B. 256  
 28190 P. 193



APPROVED, WARREN COUNTY PLANNING COMMISSION, AUG 5, 1947  
 BY: S.M. Boyd, Jr. CHAIRMAN  
Emma A. Stokes SECRETARY

APPROVED, FRONT ROYAL PLANNING COMMISSION AUG 5, 1947  
 BY: Miss M. W. Roman CHAIRMAN  
R.B. Nations SECRETARY

PLAT  
 MOUNTAIN VIEW SUB DIVISION  
 SECOND ADDITION  
 FRONT ROYAL, WARREN CO., VA.  
 SCALE: 1" = 100' AUG. 2, 1947  
 G.M. BOYD, JR., ENGR.  
 COUNTY SURVEYOR, WARREN

B-48

Not on approved town road  
 (or on private drive)  
 to connect unapproved road - T.C. approved  
 for subdivision

Mountain View Subd. File

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