

**Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
November 9, 2023
5:30 p.m.**

- | | | |
|------------------|-----------|--|
| 5:30 p.m. | 1. | Consideration of Work Session and Regular Meeting Agendas |
| 5:35 p.m. | 2. | Staunton Plan Update |
| 5:55 p.m. | 3. | Tourism Update |
| 6:15 p.m. | 4. | Closed Meeting for: Consultation with Legal Counsel Concerning a Regional Agreement; Consultation on Actual or Probable Litigation Related to a Quiet Title Action for Property Located on Churchville Avenue; and the Discussion or Consideration of the Disposition of Publicly Held Real Property at Crossing Way (Includes Dinner Break Until Regular Meeting at 7:00 p.m.) |

**Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
November 9, 2023
7:00 p.m.**

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence—Woods

Proclamations

Veterans Day

Small Business Saturday

Mayor's Report

Additional Items by Members of Council

REGULAR MEETING

A. Consent Agenda

A.1. Approval of Minutes

Work Session and Regular Meeting of October 26, 2023

A.2. Consideration of Panhandling Signage in the City of Staunton

All items will be voted on in one (1) motion. If so requested by any member of Council, an item placed on the consent agenda shall be removed and taken up as a separate matter at the end of the Regular Meeting.

B. Public Hearing and Consideration of a Request by the Staunton Economic Development Authority to Rezone 100 North Frontier Drive (Parcel Identification Number 12411), Consisting of 79.3951 Acres, and a Portion of 1249 Richmond Avenue (Parcel Identification Number 12412), Consisting of 26.3072 Acres, From B-2, General Business District, to I-1, Light Industrial District

C. Public Hearing and Consideration of an Amendment to Chapter 18.95, Agricultural-Forestal Districts, of Title 18, Zoning, of the Staunton City Code to Eliminate the Minimum Acreage Requirement for a Parcel to be Added to an Agricultural-Forestal District

D. Consideration of a Request by D. R. Horton, Inc, to Amend the Final Plat for Old South Village, Section Four, to be renamed South View, Section Four

Matters from the City Manager

Matters from the Public*

Adjournment

***Public Participation** For instructions on how to participate in a Public Hearing and Matters from the Public portions of the City Council meeting visit www.staunton.va.us/council.

Per **Council Procedure Memorandum No. 5, Grant Applications**, grants that do not require City funds or property to be contributed as a matching share do not require City Council approval. However, Council's procedure requires that the City Manager report all such grants to Council no later than the second meeting of City Council following their approval and submittal by the City Manager. Recently approved and submitted grants include:

Public Works: *Virginia Department of Environmental Quality Litter Prevention and Recycling Program Grant, \$12,949.* These funds are used each year to help offset the cost of recycling. Recycling data is the primary justification used each year to show how the City is preventing litter.

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	November 9, 2023	City Council
Item #	1	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Integrity Engagement	
Subject:	Work Session and Regular Meeting Agendas	

Background: Consistent with Procedural Memorandum No. 3, attached are draft meeting agendas for City Council's consideration and for approval as Council prefers.

Suggested Motion: I move to approve the Work Session agenda and the Regular Meeting agenda [as presented] [with the following changes: as to the Work Session, the addition/deletion of _____; as to the Regular Meeting, the addition/deletion of _____].

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	November 9, 2023	Leslie Beauregard City Manager
Item #	2	
Department:	City Manager’s Office	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Integrity, Inclusion & Equity, Excellence, and Engagement, Environmental Consciousness Strategic Areas: Infrastructure, Economic Development, Responsive, Efficient Government, West End and Built Environment	
Subject:	Staunton Plan Update	

Background: The City Manager will provide an update on the [Staunton Plan](#), City Council's strategic plan that was adopted on May 11, 2023 following a two-day retreat held in late February/early March 2023.

Attachment: The Staunton Plan can be found online at:
<https://www.ci.staunton.va.us/government/city-council/staunton-plan>

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	November 9, 2023	Sheryl Wagner Tourism Director
Item #	3	
Department:	Tourism	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Inclusion & Equity, Excellence, and Engagement Strategic Areas: Responsive, Efficient Government	
Subject:	Tourism Update	

Background: Tourism Director, Sheryl Wagner, will provide an update to City Council concerning the department's activities over the past year and the impact that tourism has had on the City's economy.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	November 9, 2023	City Council John C. Blair, II City Attorney
Item #	4	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Closed Meeting for: Consultation with Legal Counsel Concerning a Regional Agreement; Consultation on Actual or Probable Litigation Related to a Quiet Title Action for Property Located on Churchville Avenue; and the Discussion or Consideration of the Disposition of Publicly Held Real Property at Crossing Way	

Suggested Motion: I move to enter a closed meeting for: (i) consultation with legal counsel, the City Attorney of Staunton, Virginia, to discuss legal matters related to a regional agreement requiring the provision of legal advice, pursuant to Virginia Code § 2.2-3711(A)(8); (ii) consultation with legal counsel of actual or probable litigation related to a quiet title action for property located on Churchville Avenue, pursuant to Virginia Code § 2.2-3711(A)(7); and, (iii) discussion or consideration of the disposition of real property located within the city limits of Staunton, Virginia on Crossing Way where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A)(3);

Second. Discussion. Vote – Clerk of Council to poll members of Council.

After the closed meeting: I move that Council reconvene in an open meeting and certify to the best of each member's knowledge that only lawfully exempted public business matters

were discussed and that only public business matters as identified in the closed meeting motion were heard, discussed or considered in the meeting.

Second. Discussion. Vote –Clerk of Council to poll members of Council.

City Manager: Leslie Beauregard



CITY OF STAUNTON, VIRGINIA

Proclamation

Veterans Day November 11, 2023

- WHEREAS,** Veterans Day has its origins in the November 11th, 1918 armistice that brought World War I to a conclusion; and
- WHEREAS,** the Allied victory in World War I affirmed the strength of great nations acting together for high purposes; and
- WHEREAS,** the people of the United States, through their elected representatives, designated November 11th as a federal legal holiday in 1954 that became officially known thereafter as Veterans Day; and
- WHEREAS,** Veterans Day continues to be celebrated and commemorated with solemn observances in honor of all Americans who have served their country in times of war and conflict; and
- WHEREAS,** Veterans Day has become a significant part of our American heritage as we recognize the millions of citizens whose military service has had a profound effect on history; and
- WHEREAS,** the courage, honor, sacrifice, and dedication that veterans of the United States Armed Forces have displayed in the name of freedom and democracy are most worthy of recognition and will not soon be forgot.

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council, that November 11, 2023 is hereby designated as

Veterans Day

in the City of Staunton, and Staunton City Council urges our community and communities across the country to observe the day with appropriate ceremonies in honor of those men and women who have served.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the city to be affixed, adopted this 9th day of November, 2023.



STEPHEN W. CLAFFEY, MAYOR

ATTEST: _____
CLERK OF COUNCIL



CITY OF STAUNTON, VIRGINIA

Proclamation

Small Business Saturday

November 25, 2023

WHEREAS, the City of Staunton, Virginia, celebrates our local small businesses and the contribution they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are approximately 30.7 million small businesses in the United States that represent 99.7 percent of all businesses with employees in the United States, and are responsible for 64.9 percent of net new jobs created over the past 20 years, and

WHEREAS, small businesses employ 48% of the employees in private sector in the United States; and

WHEREAS, 94% of consumers in the United States value the contributions small businesses make in their community; and

WHEREAS, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday season; and

WHEREAS, the citizens of Staunton support our local businesses and recognize that such businesses create jobs, boost our local economy and preserve our communities; and

WHEREAS, the City of Staunton supports local businesses by, among other initiatives and activities, establishing and maintaining a downtown service district and partnering with the Staunton Downtown Development Association; and

WHEREAS, the City of Staunton joins with other localities in Virginia and across the nation in recognizing the importance of local businesses.

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council that November 25, 2023, is hereby designated as

Small Business Saturday

in the City of Staunton, and City Council urges the residents of our community to support small business and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the city to be affixed, adopted this 9th day of November, 2023.

ATTEST: _____
CLERK OF COUNCIL



STEPHEN W. CLAFFEY, MAYOR

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	November 9, 2023	City Council
Item #:	A	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government	
Subject:	Consent Agenda	

Background: As provided in [Council Procedure Memorandum No. 14](#), it is the policy of City Council to have the City Manager place routine, noncontroversial items on a Consent Agenda. Briefings for each item included on the Consent Agenda have been prepared in the manner and format of regular business items on the agenda, with each item described in sufficient detail to provide the public with an appropriate understanding of such item. All matters listed on the Consent Agenda will be enacted by one motion and as a single item. There will be no separate discussion of an item. If discussion is desired, the item may be removed from the Consent Agenda at the request of a member of City Council and considered separately at the end of the regular meeting agenda.

The Mayor will inquire whether any member of City Council desires to remove any item from the Consent Agenda and to place such item on the regular meeting agenda for separate consideration.

Suggested Motion (if no items removed): I move to approve the Consent Agenda, as presented.

Suggestion Motion (if one or more items removed): I move to approve the Consent Agenda with the exception of item(s) _____, and that item(s)_____ be moved to the end of the regular agenda for discussion and a separate vote.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	November 9, 2023	City Council
Item #	A.1	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Integrity Engagement	
Subject:	Approval of Minutes	

Background: Draft meeting minutes are attached for City Council's consideration and for approval as Council prefers.

Attachment:

Attachment 1 – Work Session and Regular Meeting Minutes of October 26, 2023

Suggested Motions: I move to approve the work session regular meeting minutes of October 26, 2023 [as presented] [with the following changes: _____].

City Manager: Leslie Beauregard



City Council
WORK SESSION
October 26, 2023
5:00 p.m.

Council Members present: Mayor Claffey, Vice Mayor Darby, and Councilors Edwards, Holmes, Robertson, and Woods. Councilor Arrowood participated virtually.

Mayor Claffey called the meeting to order: Mayor Claffey called this meeting of Staunton City Council to order.

Mayor Claffey stated “on October 26, 2023, I received a request from Councilor Arrowood to participate remotely in the October 26, 2023 Staunton City Council meeting due to a temporary medical condition that prevents his physical attendance at the meeting. I will now entertain a motion to allow Councilor Arrowood’s remote participation in this meeting pursuant to Staunton City Council Procedural Memorandum Number Three.”

Mr. Robertson stated “Pursuant to Staunton City Council Procedural Memorandum Number Three, I move to allow Councilor Arrowood to remotely participate in the October 26, 2023 Staunton City Council meeting due to a temporary medical condition.”

The motion was seconded by Mr. Holmes and carried as follows:

Mr. Robertson	aye	Ms. Edwards	aye
Ms. Woods	aye	Vice Mayor Darby	absent
Mr. Holmes	aye	Mayor Claffey	aye

Mayor Claffey asked Mr. Arrowood to state the remote location from which he was participating.

Mr. Arrowood stated that he was on Fillmore Street in Staunton.

1. Consideration of Work Session and Regular Meeting Agendas

Consistent with Procedural Memorandum No. 3, the agendas were presented for Council consideration.

Ms. Woods moved to approve the work session and regular meeting agendas as presented.

The motion was seconded by Mr. Robertson and carried as follows:

50	Ms. Edwards	aye	Mr. Robertson	aye
51	Mr. Arrowood	aye	Vice Mayor Darby	absent
52	Ms. Woods	aye	Mayor Claffey	aye
53	Mr. Holmes	aye		

54

55 **2. Discussion of Request of Green Street Redesignation**

56

57 Assistant City Manager Amanda Kaufman stated that Council received a request from Melissa
58 Patrick, Quartermaster at Thomas-Fields VFW Post 7814, to redesignate Green Street. The request
59 is to honor, via proclamation, the memories of two African American war heroes from Staunton:
60 Captain William Washington Green, Sr. – Buffalo Soldier and WWI officer, and Captain William
61 W. Green, Jr. – Tuskegee Airman and Korean War veteran.

62

63 Vice Mayor Darby arrived at 5:07 p.m.

64

65 Col. Patrick briefly outlined the request.

66

67 A brief discussion took place and Councilmembers were in support of the request.

68

69 **3. Staunton Public Library Annual Report 2022-2023**

70

71 Director of Library Services Sarah Skrobis presented a general update on the Staunton Public
72 Library's activities for the past fiscal year.

73

74 **4. Discussion of City of Staunton Alternative Energy Plan Proposal**

75

76 Ms. Edwards gave a brief presentation on a proposed sustainability plan and how it aligns with the
77 values and vision of the Staunton Plan.

78

79 Discussion ensued and Councilmembers agreed that the Comprehensive Plan is the appropriate
80 avenue to focus on sustainable goals and visions for the city.

81

82 **5. Update on Staunton's Pathway to Affordable Housing and Housing for Working**
83 **Families**

84

85 Housing Planner Rebecca Joyce presented an update on the housing program's activities since the
86 August 24 update. The presentation focused on the city's partnership activities with local housing
87 providers and human services organizations, the Central Shenandoah Regional Housing Study,
88 and the Staunton-Augusta-Waynesboro Housing Summit.

89

90 **6. Discussion of Panhandling and Potential Signage in the City of Staunton**

91

92 Ms. Kaufman stated that during the September 14 work session, Council discussed panhandling
93 and potential signage within the city and directed staff to further examine the issue. A working
94 group with representatives from the City Manager's Office, Community Development, Public
95 Works, Police Department, Valley Community Services Board, Valley Mission, and Shenandoah
96 Valley Social Services was established and discussed potential signage, content, and locations,
97 which were outlined for Council.

98

Discussion ensued regarding the specifics of the phone number listed on the sign and how the line would be monitored and answered.

It was determined that staff would use the input received to create a final version of the signage for consideration at the next meeting.

7. **Closed Meeting for: (i) Discussion of the Performance of the City Manager, and (ii) Discussion of the Acquisition of Real Property within the City of Staunton on Thornrose Avenue Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body**

Mr. Robertson moved to enter a closed meeting for: (i) discussion of the performance of a Council-appointed employee, the City Manager, pursuant to Virginia Code § 2.2-3711(A)(1); and, (ii) discussion of the acquisition of real property located within the city limits of Staunton, Virginia on Thornrose Avenue where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A)(3).

The motion was seconded by Ms. Edwards and carried as follows:

Mr. Holmes	aye	Mr. Arrowood	aye
Mr. Robertson	aye	Vice Mayor Darby	aye
Ms. Edwards	aye	Mayor Claffey	aye
Ms. Woods	aye		

Ms. Woods moved that Council reconvene in an open meeting and certify to the best of each member's knowledge that only lawfully exempted public business matters were discussed, and that only public business matters as identified in the closed meeting motion were heard, discussed, or considered in the meeting.

The motion was seconded by Mr. Robertson and carried as follows:

Mr. Robertson	aye	Ms. Edwards	aye
Mr. Holmes	aye	Vice Mayor Darby	aye
Ms. Woods	aye	Mayor Claffey	aye
Mr. Arrowood	aye		

The work session adjourned at 7:01 p.m.

Kiley A. Kesecker
Clerk of Council

**REGULAR MEETING OF STAUNTON CITY COUNCIL****Thursday, October 26, 2023****7:00 p.m.****Rita S. Wilson Council Chambers**

PRESENT: Mayor Stephen W. Claffey
Vice Mayor Amy G. Darby
Brad D. Arrowood (remote participant)
Michele D. Edwards
R. Terry Holmes
Mark A. Robertson
Alice L. Woods

ALSO PRESENT: Leslie Beauregard, City Manager
Amanda Kaufman, Assistant City Manager
John Blair, City Attorney
Kiley Kesecker, Clerk of Council

Mayor Claffey called the meeting to order: Mayor Claffey called this meeting of Staunton City Council to order.

The Pledge of Allegiance was recited in unison.

The invocation/moment of silence was given by Mr. Robertson.

Proclamation – Attendance Awareness Month

MAYOR'S REPORT

Mayor Claffey stated that he attended the Economic Development Authority meeting that morning that was fully staffed with two new members.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Mr. Robertson stated that he attended a meeting of the Community Action Partnership of Staunton-Augusta-Waynesboro.

Ms. Edwards stated that she attended a Fall Festival at Bessie Weller Elementary School, the Dawbarn Awards, and the NAACP Freedom Fund Banquet.

Ms. Woods stated that she provided greetings at the NAACP Freedom Fund Banquet.

49
50 **REGULAR MEETING**

51
52 **A. Consent Agenda**

53
54 Mayor Claffey made the following statement:

55
56 “Per Procedure Memorandum No. 14, it is the policy of City Council to have routine, non-
57 controversial items placed on a Consent Agenda. All items on the Consent Agenda will be voted
58 on in one motion. If separate discussion of an item is requested by any member of Council, that
59 item shall be removed and considered separately at the end of the regular meeting agenda.”

60
61 **A.1. Approval of Meeting Minutes**
62 **Work Session and Regular Meeting of October 12, 2023**

63
64 **A.2 Consideration of Proclamations to be Presented in Council Chambers at the**
65 **November 9, 2023 City Council Meeting—Veterans Day and Small Business**
66 **Saturday**

67
68 Mayor Claffey asked if any Councilmembers desired to remove any item from the Consent
69 Agenda to be placed on the regular meeting agenda for separate consideration.

70
71 Councilmembers had no comments.

72
73 Ms. Woods moved to approve the Consent Agenda as presented.

74
75 The motion was seconded by Mr. Holmes and carried as follows:

76				
77	Ms. Woods	aye	Ms. Edwards	aye
78	Mr. Robertson	aye	Vice Mayor Darby	aye
79	Mr. Holmes	aye	Mayor Claffey	aye
80	Mr. Arrowood	aye		
81				

82 **B. Public Hearing and Consideration of Application for Exemption from Real Estate**
83 **Property Taxes by Valley Area Community Support Inc., dba Valley Supportive**
84 **Housing**

85
86 City Manager Leslie Beauregard stated that in April 2023, Lou Siegel, Executive Director of
87 Valley Supportive Housing (VSH) sent a letter to the City Assessor’s office requesting a real
88 estate tax exemption for six properties purchased by Valley St. Clair Properties LLC, which is
89 owned by VSH. He also requested that a real estate tax exemption be granted for a portion of 111
90 Pump Street. VSH is remodeling the commercial portion of the Pump Street property in order to
91 provide additional below market-rate housing units.

92
93 In 2006, Valley Area Community Support Inc., a federally tax-exempt organization pursuant to §
94 501(c)(3) of the Internal Revenue Code, was granted real property tax exempt status by the
95 Staunton City Assessor’s office without proper authorization from Virginia state code or a local
96 ordinance. Ms. Beauregard noted that VSH is a component of Valley Area Community Support

Inc. The organization currently has six properties being treated as exempt for real property taxes. In 2023, VSH acquired the above-described six properties for \$1,300,000. These properties have been treated as taxable to this point, pending further action. City staff still has not been able to find any justification in State code or local ordinance to allow for the real estate tax exemption that had been granted to Valley Supportive Housing.

At City Council's August 24, 2023 Work Session, there was discussion about this tax exemption request. At the conclusion of that discussion, City Council directed staff to return with some possible solutions between the City and Valley Supportive Housing concerning the tax exemption request as well as VSH's potential tax liability for previously due real estate taxes. There was not support at that time by City Council to address or consider the request by VSH to become officially tax exempt, and Council continued the discussion at the September 28, 2023 work session.

Several questions regarding tax exemptions arose at a September 21 meeting between Ms. Beauregard, Housing Planner Rebecca Joyce, Mr. Siegel, and several VSH Board Members. City Assessor Charley Haney was asked to provide some additional clarification on these issues: Valley Supportive Housing believes they qualify for the requested exemption, but has not been designated under Virginia Code § 58.1-3607 as exempt, nor does it qualify per Virginia Code § 58.1-3606 under any of the eight classes of properties listed in that section of the code. They must affirmatively fit in one of these classes and the code sections are to be strictly construed. City Attorney John Blair, has supported Mr. Haney's opinion concerning Virginia Code § 58.1-3606. VSH has also not been granted an exemption under Virginia Code § 58.1-3651, exemption by ordinance adopted by local governing body. Mr. Haney's determination of VSH's tax exempt status is also supported by other jurisdictions' practices of not exempting properties owned by organizations with similar mission statements from real estate taxes.

Ms. Beauregard closed by stating that during the September 28 work session, Valley Supportive Housing provided Council with a list of properties they stated are tax exempt. That list shows that each tax exempt property is designated via a State Code section, either by classification or designation, and several are actually taxable. None of these tax exemptions were designated by City Council action, and the only tax exemption by designation request in recent history to have been before City Council was denied in 2013.

Mayor Claffey asked if Councilmembers had any questions for staff.

Mayor Claffey asked for some examples of organizations that would classify for exemption. Mr. Haney stated that church-owned properties where religious activity is occurring as well as school property where education is occurring are two examples.

A brief discussion ensued and Councilmembers clarified several examples of taxable properties.

Vice Mayor Darby asked if the Code of Virginia has been changed since the last request for exemption before Council in 2013. Mr. Blair stated that an amendment was passed in 2002 or 2003 that turned it back from the state to the locality to make those decisions as to the designation of tax exemption.

Councilmembers had no further questions for staff.

Mr. Siegel, and board members David Rissmeyer and Elizabeth Cianciolo reviewed the request and the functions of their organization.

Mayor Claffey stated the following:

“In a moment, I will open the Public Hearing. It is a time that Council sets aside to hear from citizens and others about a specific topic.

We ask that you please give your name, your address, and then keep your remarks at five minutes or less. When you reach the five-minute time limit, I will let you know that your time limit has expired.

For our Zoom participants, please raise your hand now if you wish to speak on this particular Public Hearing. If you raise your hand during this Public Hearing, you will also be able to raise your hand during this Council meeting for other Public Hearings and Matters of the Public. Please keep your comments to five minutes as well. Once everyone who wishes to speak has had an opportunity, I will then close the Public Hearing.

I will now open the Public Hearing, so if you wish to speak, please approach the podium. We will alternate between individuals physically present and those that have their hands raised via the Zoom platform.”

The public hearing was opened.

Susan Richardson, 1513 West Beverley Street, spoke in support of VSH and the proposed exemption.

Constance Birch, 319 Mary Gray Lane, stated that she was not convinced that everyone living individually and independently in VSH properties is the best way to go.

Brenda Mead, 342 Sherwood Avenue, spoke in support of VSH and the proposed exemption.

Karen Ress, 220 Biltmore Street, spoke in support of VSH and the proposed exemption.

Elizabeth Cianciolo, no address given, spoke in support of VSH and the proposed exemption.

With there being no one else wishing to speak, the public hearing was closed.

Mr. Holmes stated that he did not feel good about giving a tax exemption, but thought that they should give VSH a year to get their business in order and make necessary adjustments to rents.

Ms. Woods stated that she felt good about granting the tax exemption.

Ms. Edwards stated that it is a worthy investment, but she was unsure whether it should be a tax exemption investment or a budgetary investment.

Mayor Claffey stated that if Council chooses to grant the exemption and break ranks with state recommendations, they will be taking positive taxpaying entities off of the city books and putting them into a tax exempt status, adding that he is not sure that that can continue in the future.

Mr. Arrowood stated that VSH does not create individuals that need their services since they are already in our community, and that in many instances, the value of the services VSH provides is more than the costs associated with housing the unhoused.

After consideration of the questions specified in Virginia Code § 58.1-3651 and other pertinent criteria, facts, and circumstances as reflected in the information presented, Vice Mayor Darby moved that Council deny the application for the exemption by designation from real and personal property taxes, for the reasons included in the City Manager's and City Assessor's recommendation.

The motion was seconded by Mr. Robertson and failed as follows:

Mr. Arrowood	no	Mr. Holmes	no
Ms. Edwards	no	Vice Mayor Darby	aye
Ms. Woods	no	Mayor Claffey	aye
Mr. Robertson	aye		

Further discussion regarding other options ensued, with representatives from VSH intermittently commenting throughout.

After consideration of the questions specified in Virginia Code § 58.1-3651 and other pertinent criteria, facts, and circumstances as reflected in the information presented, Mr. Arrowood moved that Council approve the application for the exemption by designation from real and personal property taxes.

The motion was seconded by Mr. Holmes and carried as follows:

Mr. Arrowood	aye	Mr. Holmes	aye
Ms. Edwards	aye	Vice Mayor Darby	no
Ms. Woods	aye	Mayor Claffey	no
Mr. Robertson	no		

Ordinance No. 2023 - 35

AN ORDINANCE GRANTING VALLEY AREA COMMUNITY SUPPORT, INC. AN EXEMPTION FROM REAL ESTATE TAXES IN THE CITY OF STAUNTON, VIRGINIA

Recitals

A. Louis Siegel, Executive Director for Valley Area Community Support, Inc. (VACSI), submitted a request for an exemption from real property taxes in the City of Staunton, Virginia; and

B. Pursuant to Section 6(a)(6) of Article X of the Constitution of Virginia and Section 58.1-3651 of the Code of Virginia, 1950, as amended, Staunton City Council may by designation or classification exempt from real or personal property taxes, or both, property owned by a nonprofit organization that uses such property for religious, charitable, patriotic, historic, benevolent, cultural, or public park and playground purposes; and

C. VACSI owns properties located at:

1314 W. Johnson St.
1115 W. Johnson St.
1111 W. Johnson St.
233 N. Madison St.
111 Pump St.
240 Kalorama St.
303 N. Lewis St.
207 S. St. Clair St.
211 S. St. Clair St.
213 S. St. Clair St.
217 S. St. Clair St.
216 S. St. Clair St.
220 S. St. Clair St.

D. VACSI states that it provides affordable, safe housing and supportive services for those with mental illness, intellectual disabilities or substance use issues, who struggle with homelessness and with very low income.

E. Pursuant to Section 6(a)(6) of Article X of the Constitution of Virginia and Section 58.1-3651 of the Code of Virginia, 1950, as amended, the City Assessor requested information from VACSI in order to analyze the following criteria:

NOTE: Below in this section are the questions from § 58.1-3651 of the Code of Virginia and the answers provided by the applicant.

1. Whether the organization is exempt from taxation pursuant to § 501(c) of the Internal Revenue Code of 1954; **Valley Area Community Support (VACSI) dba Valley Supportive Housing (VSH) was approved by the IRS as a public charity under Section 501(c)3 of the Federal Tax Code on October 26, 2005. Approval document included with this petition.**

2. Whether a current annual alcoholic beverage license for serving alcoholic beverages has been issued by the Virginia Alcoholic Beverage Control Board to such organization, for use on such property; **no such document has ever been requested. Subsequently, none has been issued.**

3. Whether any director, officer, or employee of the organization is paid compensation in excess of a reasonable allowance for salaries or other compensation for personal services which such director, officer, or employee actually renders; **no director receives any salary for or other compensation for services. The executive director is paid \$54,000 per year. The maintenance director is budgeted at \$35,000 per year. The Tenant**

Sustainability Counselor is paid via a grant from the Community Foundation of the Central Blue Ridge at \$37,800 per year.

4. Whether any part of the net earnings of such organization inures to the benefit of any individual, and whether any significant portion of the service provided by such organization is generated by funds received from donations, contributions, or local, state or federal grants. As used in this subsection, donations shall include the providing of personal services or the contribution of in-kind or other material services; ***the articles of incorporation (included as an attachment) state that “no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its officers, directors, or other private persons (except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in reasonable compensation for services rendered and to make payment and distributions in furtherance of the purposes set forth above). NOTE: net earnings have always been kept to further the mission of VACSI/VSH.***

In answering the section: “whether any significant portion of the service provided by such organization is generated by funds received from donations, contributions, or local, state or federal grants, “sone [sic] explanation is necessary to understand the operations of VACSI/VSH leases apartments only for single occupancy for those individuals with a diagnosed serious mental illness. The typical monthly income of the typical tenant ranges between \$794 and \$836 per month. This is generated by Supplemental Social Security (SSI), or in some cases by social security disability payments which might be slightly higher. The board of directors set this business up to allow for this income, classified as “very low income” against the median in Staunton of \$52,000. The rent reflects the income restraints of the tenant and the typical rent is \$500 per month including all utilities. As such rents of 42 apartments cover approximately 75% of the annual expense budget of \$348,269. The remainder of the budget is covered by grants from: a) United Way (\$15,000), b) an annual fund drive to citizens and some businesses of the SAW area (\$27,500 is the goal for the year ending June 30, 2023. To date donations are \$23,237.00).

5. Whether the organization provides services for the common good of the public; ***VACSI/VSH provides housing only for those with a diagnosed serious mental illness. Most of the tenants have come directly out of homelessness. These are tenants that may have been living on the streets or in camps in the SAW area, were in temporary housing such as the Valley Mission or may have been housed overnight during cold weather periods by other civic sources. Estimated cost of homelessness per person in a region vary, but \$35,000 per person is a typical estimate (see the studies included with this petition). Costs on average are reduced 49.5% when an individual is placed in supportive housing. Supportive housing costs on average are \$12,800 per year making the net savings roughly \$4,800 per year per individual. With the 62 individuals that VACSI/VSH supports (soon to be 68 with the Pump Street buildout), this number is \$297,600. Now, if one has a problem with that number, take some percentage of it-it is still a big number. This, is what VACSI/VSH does.***

6. Whether a substantial part of the activities of the organization involves carrying on propaganda, or otherwise attempting to influence legislation and whether the organization

participates in, or intervenes in, any political campaign on behalf of any candidate for public office; ***the VACSI/VSH articles of incorporation state that: no substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation (except as provided in 501(h) of the IRC), and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation operated exclusively for charitable, scientific, and educational purposes within the meaning of, and exempt from federal income tax under, 501(c)(3) of the IRC, or by a corporation, contributions to which are deductible under 107(c)(2) of the IRC. VACSI/VSH is not involved in such activity.***

7. The revenue impact to the locality and its taxpayers of exempting the property; ***given current assessed value and taxed at \$0.89per \$100, and working with current data(included) the tax revenue oor[sic] the original six properties is \$19,823.95. Except for the commercial section of Pump St. (now being rebuilt to accommodate another six apartments) real estate tax has never been invoiced or paid on these. The new section at St. Clair St., bought on January 1, 2023, calculates to be \$13,696.30.***

8. Any other criteria, facts and circumstances that is pertinent to the adoption of such ordinance. ***a) the current number of occupied units is 62. With the buildout at Pump St., this will increase to 68 units. Note: VACSI/VSH is always fully occupied. b) Income is budgeted at \$341,643; expenses are budgeted at \$348,269. c) typical rent per month is\$500.00 including all utilities. There are no additional fees to the tenant. NOTE: adding the additional cost of real estate taxes can possibly eliminate the further existence of VACSI/VSH. The board has no knowledge of where the additional cost can be obtained.***

F. Based on the information provided by VACSI and further research by the City Assessor, the City Assessor does not support the exemption of VACSI properties (or its subsidiaries) from real estate taxes for the following reasons:

1. VACSI properties and their use do not qualify under Code of Virginia 58.1-3606, exemption by classification.
2. The Constitution of Virginia and the Code of Virginia does not favor exemption of real estate taxes, outside of Virginia Code exemptions by classification.
3. A survey of jurisdictions around the state indicates that similar properties with similar uses are treated as taxable.

G. The City Council finds that it is in the interest of the City and its citizens to exempt from real estate taxes the aforementioned properties owned by VACSI;

H. This matter has been properly advertised, heard, and considered; and

I. These recitals are deemed an integral part of this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that the real properties located at: 1314 W. Johnson St., 1115 W. Johnson St., 1111 W. Johnson St., 233 N. Madison St., 111 Pump St., 240 Kalorama St., 303 N. Lewis St., 207 S. St. Clair St., 211 S. St. Clair St., 213 S. St. Clair St., 217 S. St. Clair St., 216 S. St. Clair St., and 220 S. St. Clair St. are hereby exempt from real estate property taxes based on VACSI's use of the properties as rentals to low-income individuals who have a recognized mental health issue.

AND BE IT FURTHER ORDAINED that the exemption from real estate taxes is contingent on VACSI's continued use as housing for low-income individuals who have a recognized mental health issue.

AND BE IT FURTHER ORDAINED that any additional real estate parcels within the City of Staunton obtained by Valley Area Community Support, Inc. (or its subsidiaries) and used as rentals to low-income individuals who have a recognized mental health issue are hereby exempt from real estate taxes.

Introduced: October 26, 2023

Adopted: October 26, 2023

Effective Date: October 26, 2023

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER

Clerk of Council

C. Consideration of Resolution Endorsing an Application by City of Staunton to the Virginia Department of Housing and Community Development for a Virginia Industrial Revitalization Fund Loan for the WSH Boiler/Steam Plant Project

Economic Development Specialist Amanda DiMeo stated that the Virginia Department of Housing and Community Development (DHCD) operates the Industrial Revitalization Fund, from which grants and loans can be made to localities for the purpose of rehabilitating vacant or distressed properties, or for demolishing such buildings to make way for new development.

BCS Holdings, LLC, project developers of the WSH Boiler/Steam Plant Project, is requesting the City of Staunton apply for a FY2023-2024 Industrial Revitalization Fund (IRF)/American Rescue Plan Act (ARPA) Loan in the amount of \$2,255,301. The funds will be used by BCS Holdings, LLC to redevelop the downtown property as a restaurant and brewery at a total cost of \$4,510,602. The project will retain and enhance this historic structure, while taking advantage of state and federal historic rehabilitation tax credits. The IRF program requires a 1:1 match of loan funds requested. The local match requirement will be provided by BCS Holdings, LLC. A funding commitment from the city is not required nor requested for the loan application or project. The IRF program guidelines require the local governing body to approve a resolution of endorsement for the application.

Chip Clarke, Managing Partner, BCS Holdings, LLC, and project manager for the WSH Boiler/Steam Plant Project provided a brief overview of the project, stating that it will include complete upgrades of utilities, including electrical, mechanical, and plumbing on the property

and in the boiler plant, to accommodate the new use. The grant will also assist with extensive site work to provide an expanded, safer vehicular entrance, adequate parking, new site lighting, and landscaping.

Mayor Claffey asked if Councilmembers had any questions or comments.

Mr. Holmes clarified several details and features of the property and proposed project.

Vice Mayor Darby moved that City Council adopt the resolution endorsing an application to the Virginia Department of Housing and Community Development as presented and authorize the City Manager to sign the Local Certification letter.

The motion was seconded by Mr. Robertson and carried as follows:

Ms. Woods	aye	Ms. Edwards	aye
Mr. Robertson	aye	Vice Mayor Darby	aye
Mr. Holmes	aye	Mayor Claffey	aye
Mr. Arrowood	aye		

**RESOLUTION APPROVING AN APPLICATION BY THE CITY OF STAUNTON TO
THE VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
FOR AN INDUSTRIAL REVITALIZATION FUND LOAN FOR THE WSH
BOILER/STEAM PLANT PROJECT**

WHEREAS, the Virginia Department of Housing and Community Development (DHCD) operates the Industrial Revitalization Fund (IRF) from which grants and loans can be made to localities for the purpose of rehabilitating vacant or distressed properties or demolishing buildings to make way for new development; and

WHEREAS, BCS Holdings, LLC, project developers of the WSH Boiler/Steam Plant Project, is requesting the City of Staunton apply for a FY2023-2024 Industrial Revitalization Fund (IRF)/American Rescue Plan Act (ARPA) Loan in the amount of \$2,255,301. The funds will be used by BCS Holdings, LLC to redevelop the downtown property as a restaurant and brewery; and

WHEREAS, in addition to the IRF Loan, an additional \$2,205,301 will be expended on this project, \$669,523 from a bridge loan, and \$1,535,778 in the cash value of Historic Tax Credits, for a total project cost of \$4,510,602.

WHEREAS, the goal of the WSH Boiler/Steam Plant Project is to preserve this historic building, and convert this visible blight on the community into a desirable, thriving new business. This project will create a catalyst for long-term employment opportunities and on-going physical and economic revitalization; and

WHEREAS, it is projected by BCS Holdings, LLC that the redevelopment of the entire property will improve the appearance of a major downtown entry point and improve the impression to passersby as well as potential business developers and investors. The rehabilitation

will support the adjacent hotel complex at The Villages at Staunton, and will have a positive impact on the continued revitalization of the downtown area; and

WHEREAS, City Council has made the revitalization of the downtown area a high priority in the community's economic development efforts.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Staunton, Virginia, that:

1. The submittal of an application to the Virginia Department of Housing and Community Development for an IRF Loan, in the amount of \$2,255,301, to be used by BCS Holdings, LLC to redevelop the WSH Boiler/Steam Plant property, located at 420 Richmond Avenue, as a restaurant and brewery, is hereby authorized.

2. The City confirms that the local match requirement will be satisfied by BCS Holding, LLC, and their other private funding sources.

3. The City understands that a funding commitment from the City is neither required nor requested for the loan application or the project, and Council's authorization of submittal of an application to the Virginia Department of Housing and Community Development is conditioned upon the same.

4. Since the City is unable to manage the loan, it is condition of this approval that the Virginia Department of Housing and Community Development authorize Virginia Community Capital to underwrite the loan.

5. The City Manager or her designee is hereby authorized to sign and submit appropriate documents, as approved by the City Attorney, for the submittal of this Industrial Revitalization Fund Loan application.

Adopted this 26th day of October, 2023.

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

D. Consideration of Resolution Establishing the City of Staunton's 2024 Legislative Program

Mr. Blair stated that the proposed 2024 Legislative Program consists of four items. The first is the Virginia Municipal League's Legislative Positions for 2024. Adopted at the Virginia Municipal League's Annual Conference, it contains four legislative priorities and nine legislative position statements. The Legislative Program consists of two proposed bills that City Council discussed at its July 27, 2023 meeting. The first proposed bill would allow Staunton and other localities to conduct special elections on primary election days, allowing a locality to save costs because a primary election results in the expenditure of funds for the election process. The locality could conduct its special election at the same time as the primary election, thus avoiding

the need for the costs of a special election on a separate date. The Staunton General Registrar and Director of Elections estimates that the cost to administer a special election on a separate date is \$19,000. The second proposed bill would permit the City of Staunton to establish policies and adopt an ordinance either reducing or waiving the utility connection fee for residents of Uniontown.

Mr. Robertson stated that the final resolution is requesting that Virginia's Line of Duty Act be amended to permit private police departments to participate in the Line of Duty Act. This proposed resolution is in response to the tragic death of a Wintergreen Police Department officer earlier this year. Augusta, Nelson, and Montgomery Counties have adopted similar resolutions, and Albemarle County also adopted a statement in support of this proposed amendment.

Mr. Blair stated that the Staunton will have two new representatives in the General Assembly for its 2024 Session, as Delegate John Avoli and Senator Emmett Hanger announced their retirements earlier this year. The two elected representatives will be invited to attend the December 14, 2023 City Council work session to discuss the adopted legislative agenda with City Council, as has been the practice in previous years. Staunton will be represented by the electoral victors in Senate District Three and House of Delegates District 36.

Mayor Claffey asked if Councilmembers had any questions.

Councilmembers had no comments or questions.

Mr. Holmes moved that City Council adopt the resolution establishing the City of Staunton's 2024 Legislative Program.

The motion was seconded by Mr. Robertson and carried as follows:

Ms. Edwards	aye	Mr. Holmes	aye
Ms. Woods	aye	Vice Mayor Darby	aye
Mr. Robertson	aye	Mayor Claffey	aye
Mr. Arrowood	aye		

**RESOLUTION OF THE STAUNTON
CITY COUNCIL HONORING OFFICER
MARK CHRISTOPHER WAGNER, II AND
REQUESTING A LINE OF DUTY ACT AMENDMENT**

WHEREAS, Mark Christopher Wagner II served for seven years with the Massanutten Police Department, beginning his law enforcement career as a Gate Attendant and in May of 2019, earned Police Officer status following his graduation from Central Shenandoah Police Academy; and

WHEREAS, Officer Wagner joined the Wintergreen Police Department in August of 2020 and diligently served the Wintergreen Community with unwavering honor and commitment; and

WHEREAS, Officer Mark Christopher Wagner II was killed in the line of duty on June

16, 2023, in his capacity as a law enforcement officer employed by the Wintergreen Police Department, a private police department; and

WHEREAS, the Line of Duty Act, Virginia Code § 9.1-400 *et seq.*, excludes private Police Officers from the benefits of that Act; and

WHEREAS, by definition under the Code of Virginia private Police Officers are law enforcement officers; and

WHEREAS, private Police Officers, just as their counterparts employed by a police department or sheriff's office, are responsible for the prevention and detection of crime and the enforcement of the penal laws and are exposed to the same risks of injury or death; and,

WHEREAS, it is the desire of the Staunton City Council that the Line of Duty Act should be amended to afford private Police Officers the benefits available under the Act by permitting private Police Departments to join and pay premiums pursuant to the Line of Duty Act's provisions.

NOW, THEREFORE, BE IT RESOLVED, the Staunton City Council hereby honors Officer Mark Christopher Wagner II of the Wintergreen Police Department for his heroism and honorable service to the residents of Wintergreen, for whom he made the ultimate sacrifice, and

BE IT FURTHER RESOLVED, the Staunton City Council hereby requests the General Assembly to amend the Code of Virginia to afford private Police Departments the ability to participate in, pursuant to Virginia Code § 9.1-400 *et seq.*, the Line of Duty Act, and

BE IT FINALLY RESOLVED, the Staunton City Council hereby directs that a copy of this Resolution requesting these State Code amendments be delivered forthwith to the City's representatives in the 2024 Session of the Virginia General Assembly.

Adopted this 26th day of October, 2023.

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON
APPROVING THE 2024 LEGISLATIVE PROGRAM**

WHEREAS, the Staunton City Council has determined that it needs two specific pieces of legislation enacted by the Virginia General Assembly; and

WHEREAS, as a member of the Virginia Municipal League, the City of Staunton endorses VML's Legislative Program; and

WHEREAS, the City of Staunton joins with other localities within the Commonwealth to request an amendment to the Line of Duty Act to permit private police departments to participate in the Line of Duty Act program.

NOW, THEREFORE, BE IT RESOLVED that the Staunton City Council adopts the 2024 Legislative Program presented to it at its October 26, 2023 meeting.

BE IT FURTHER RESOLVED that the 2024 Legislative Program shall be presented to the City of Staunton's representatives in the 2024 Session of the Virginia General Assembly.

Adopted this 26th day of October, 2023.

Signed: STEPHEN W. CLAFFEY, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

MATTERS FROM THE CITY MANAGER

Ms. Beauregard presented updates and information on the following items:

- Citywide leaf collection days.
- The city received the Virginia Economic Development Partnership for a Virginia Brownfields Restoration and Economic Redevelopment Assistant Fund Remediation Grant in the amount of \$50,000 on behalf of the Arcadia Project.
- The modified Veterans Day trash schedule.
- Voluntary water conservation efforts are ongoing as water levels at the Staunton Dam continue to drop.

MATTERS FROM THE PUBLIC

Mayor Claffey read the following statement:

"This part of City Council's agenda is entitled matters from the public. It is a time that Council sets aside to hear from citizens and others about a wide variety of subjects. A copy of the Staunton City Council's 'Matters from the Public' rules are available in paper form at the Clerk's desk and online at the City of Staunton webpage. You are asked to familiarize yourself with those rules before commenting. Please come to the podium or begin your call, identify yourself and complete your remarks within five minutes."

Laura Shapiro, 109 South Waverley Street, described issues with the timing of property tax bills and suggested the option of splitting the payments up throughout the year.

Constance Birch, 319 Mary Gray Lane, suggested that Council change the zoning of Uniontown from light industrial to residential.

Barbara Lee, 904 Rockway Street, spoke in support of the idea of splitting up tax payments throughout the year.

Brenda Mead, 342 Sherwood Avenue, described issues with the recording that plays after calling the Valley Homeless Connection helpline.

There was no one else present wishing to speak.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 9:03 p.m.

Kiley A. Kesecker
Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	November 9, 2023	City Council Amanda Kaufman Assistant City Manager
Item #	A.2	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement Strategic Area: Responsive, Efficient Government	
Subject:	Consideration of Panhandling Signage in the City of Staunton	

Background: During the September 14, 2023 work session, City Council discussed panhandling and potential signage within the City of Staunton, and directed staff to explore this issue. A working group was pulled together, with representatives from the City Manager's Office, Community Development, Public Works, Police Department, Valley Community Services Board, Valley Mission, and Shenandoah Valley Social Services. This group discussed potential signage, content, and locations, which was presented to City Council during its October 26, 2023 work session.

The signage will be made and installed by Public Works in two locations along Richmond Avenue. The design of the sign, based on Council feedback received during the October 26, 2023 work session, is attached to this memo. The resource listed on the signage will be the Valley Homeless Connection Hotline number, which is managed by the Valley Community Services Board. The working group felt this was the most comprehensive resource and referral hotline available to our community.

Attachment: Sign mock up, designed by the Public Works Department

City Manager's Recommendation: Approve the panhandling signage, as presented, and direct staff to install on Richmond Avenue.

Suggested Motion: I move that City Council approve the panhandling signage, as presented, and direct staff to install on Richmond Avenue.

City Manager: Leslie Beauregard



FOR EVERYONE'S SAFETY

Panhandling isn't safe.

Donate to social
service organizations.

For Help:
540-213-7347

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	November 9, 2023	Staff Members: Rodney Rhodes Tim Hartless
Item #	B	
Department:	Community Development— Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Areas: Infrastructure, Responsive, Efficient Government	
Subject:	Public Hearing and Consideration of a Request by the Staunton Economic Development Authority to Rezone 100 North Frontier Drive (Parcel Identification Number 12411), Consisting of 79.3951 Acres, and a Portion of 1249 Richmond Avenue (Parcel Identification Number 12412), Consisting of 26.3072 Acres, From B-2, General Business District, to I-1, Light Industrial District	

Background: The Staunton Economic Development Authority has requested a rezoning of 100 North Frontier Drive and a portion of 1249 Richmond Avenue. The combined area to be rezoned is approximately 105.7023 acres. The purpose of the rezoning is to make this area compatible with the I-1, Light Industrial Zoning to the north, which is part of the Valley Center Industrial Park, and to implement the recommendations of the Staunton Crossing Economic Development Business Plan, which calls for this portion of Staunton Crossing to be developed for industrial uses. The Staunton Crossing Economic Development Business Plan was adopted by City Council on September 25, 2019.

In 2013, the Staunton Economic Development Authority acquired the 300-acre site which was the former location of Western State Hospital. Western State moved from this location to its new location on Valley Center Drive. In 2016, the site's front 25 acres was sold to Staunton Crossing Partners, LLC, which has developed the property with two hotels, several fast-food restaurants, and convenience and retail stores. The Virginia Department of Transportation is constructing an extension of Crossing Way that will connect Richmond Avenue with Valley Center Drive. The eastern border of the property, subject to this rezoning request, follows the path of the road extension. Attachment A in the application packet explains the history and plans for Staunton Crossing in more detail.

A current zoning map, proposed rezoning map, and recommended land use map of the requested area are attached.

Analysis: City staff conducted a review of the proposed rezoning and has not identified any areas of concern. Once the Crossing Way road extension is complete, a final plat will be required to accept the new public right-of-way and create new property lines that will reflect the proposed zoning boundary between the proposed I-1, Light Industrial District and the remaining B-2, General Business District on 1249 Richmond Avenue.

Surrounding zoning to the north and west is I-1, Light Industrial District and to the south and east is B-2, General Business District. There is a small portion of B-2, to the north along National Avenue which is not part of Staunton Crossing or Valley Center.

City staff shared a copy of the application with the Augusta County Community Development Department. No comments about the rezoning request have been received from the County.

The "Generalized Land Use and Development Guide, Future Land Use Map" *Staunton, Virginia, Comprehensive Plan 2018 – 2040*, designates this area as Commercial. The Comprehensive Plan has not yet been updated to reflect the land use changes that need to be made to implement with the Staunton Crossing Economic Development Business Plan. Staff recommends that this area be changed in the next Comprehensive Plan update so that the Comprehensive Plan is consistent with the Staunton Crossing Economic Development Plan. It was staff's intent to make this change during the 2018 update to the Future Land Use Map.

Planning Commission Recommendation:

At its October 19, 2023 meeting, the Planning Commission conducted a public hearing on the request. During the public hearing, no one spoke in opposition to the request; however, one person questioned the need to rezone over 100 acres to industrial and the potential impacts it would have on the adjoining property zoned B-2, General Business District. On a 5-0 vote the Commission voted unanimously to recommend approval of the rezoning.

Attachments:

Attachment 1—Application for Zoning Classification Change – letter of explanation and map of the subject area

Attachment 2—Crossing Way Vicinity Map

Attachment 3—Crossing Way Current Zoning

Attachment 4—Crossing Way Proposed Rezoning

Attachment 5—2018-2040 Future Land Use Map for Crossing Way

Attachment 6—Draft Ordinance of Rezoning

Suggested Motion (to be made after the public hearing is conducted): I move that Council adopt the ordinance and approve the rezoning as recommended by the Planning Commission.

City Manager: Leslie Beauregard

Attachment 1



Application for Rezoning

Applicant: Staunton Economic Development Authority Date: September 7, 2023

Address: 116 W. Beverley Street, Staunton, Virginia 24401

Telephone #s: Primary: 540-332-3869 Secondary: _____

Email address: vaughnwl@ci.staunton.va.us

If the applicant is NOT the owner of the property in question, explain. A copy of a pending contract or option agreement shall be attached hereto and made a part of this application.

Name of person to be notified in addition to the applicant and/or property owner:

Name: William L. Vaughn, Executive Director, Staunton Economic Development Authority

Address: 116 W. Beverley Street, Staunton, Virginia 24401

Phone #: 540-332-3869

Email address: vaughnwl@ci.staunton.va.us

Location of property:

110 N. Frontier Drive, and 1249 Richmond Avenue

Legal description of property:

Tract 1 - 79.3951 acres, and a portion of Tract 2 - totaling 28.3 Acres

Purpose of request: Please see attached report.

Map Provided: YES ☒ NO ☐

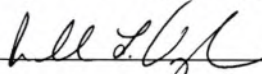
Present zoning classification of property: B2 - General Business District

Requested zoning classification: I1 - Light Industrial District

List permits pending approval of this rezoning: NA

Fee Paid (\$250) YES ☒ NO ☐ *check or cash only

Applicant must provide 19 copies of complete application

Signature of applicant: 
(Owner / Agent)

Staunton Economic Development Authority
Rezoning Request for Staunton Crossing

Purpose of Request: To rezone a portion of land area in Staunton Crossing from *B-2 General Business District* to *I1 Light Industrial District* to be compatible with the land area that is currently zoned industrially, and to implement the recommendations of the Staunton Crossing Economic Development Business Plan. **Attachment A** is a map of Staunton Crossing showing the area of the requested rezoning.

The total acreage for this rezoning request is 105.7023 acres as detailed in the following table. **Attachment B** is a parcel map with the acreage determined as a result of a recent *ALTA/NSPS Land Title Survey* conducted by TRC Companies, Inc, February 17, 2023.

Address	City Parcel ID	Legal Description	ALTA/NSPS Acreage	ALTA/NSPS Parcel ID
100 N Frontier Drive	12411	Tract 1	79.3951	III
1249 Richmond Avenue	12412	Tract 2 (portion of)	26.3072	IVB

Background:

In 2013, the Staunton Economic Development Authority (EDA) obtained ownership of the former 300-acre Western State Hospital campus from the State Department of Behavioral Health and Developmental Services. **Attachment A** is a map of the site.

The plans for Staunton Crossing are to redevelop the site into a high-tax revenue property producing jobs, having a strong economic development presence commensurate with the valuable location of the property at the intersection of Interstates 81 and 64 in the Shenandoah Valley.

Since the acquisition, the city has expended funding for infrastructure extensions and due diligence. Efforts included the demolition of the 19 former hospital campus buildings and the removal of the 17 above and underground tanks. The City has invested in the construction of an entrance boulevard, sewer extensions, acquisition and relocation of Virginia State Police facility, master planning, and a marketing plan. The Virginia Economic Development Partnership (VEDP) provided funding to support their economic development mission to establish more project-ready sites in Virginia. VEDP provided grant funding to the City to undertake the installation/extension of needed infrastructure. This funding effort helps elevate Staunton Crossing's development status to top tier site in the State.

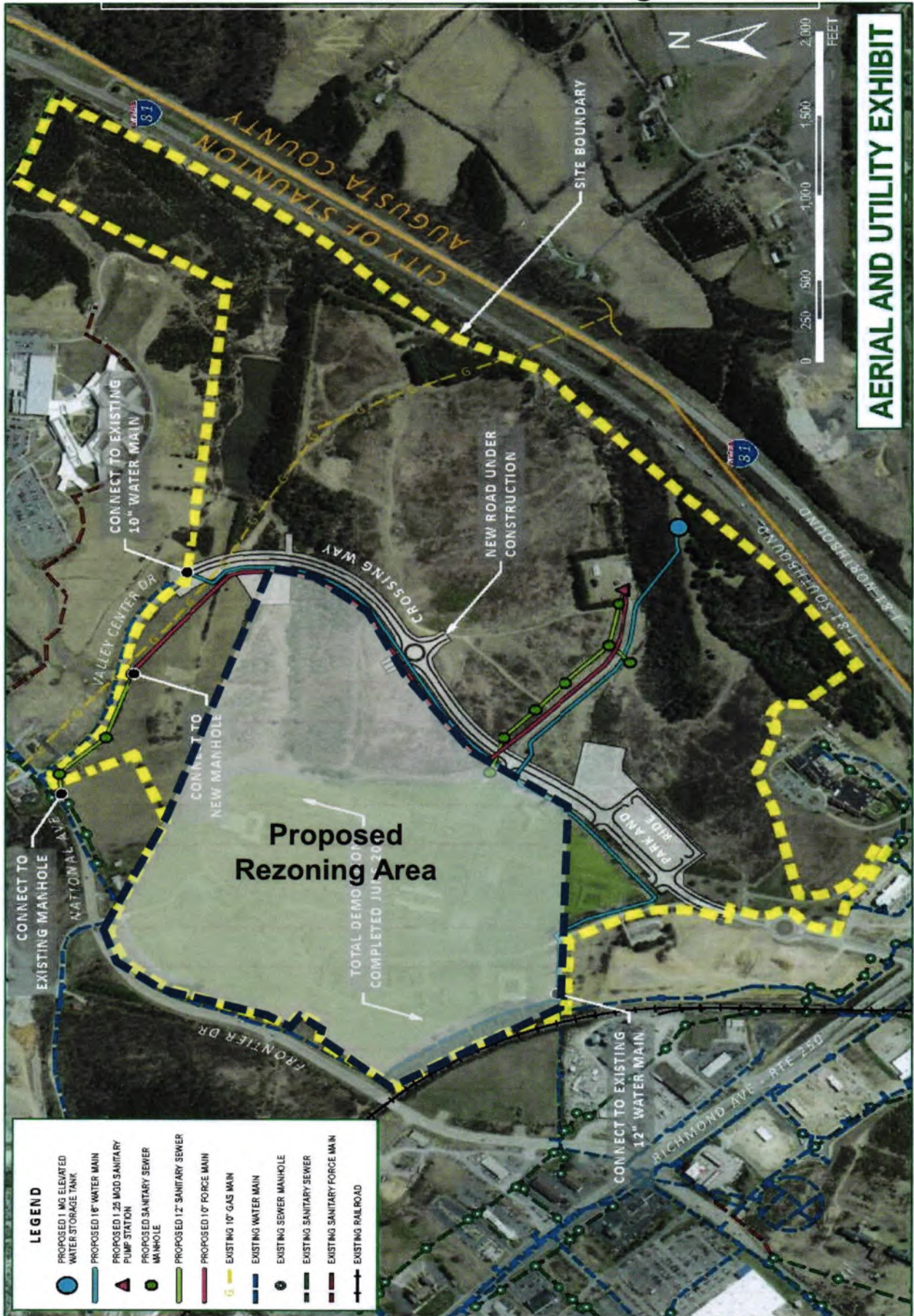
In 2016, the commercial phase of the site development began when the front 25 acres being sold to Staunton Crossing Partners, LLC. Today, it's the site of two hotels, several fast food/restaurants, and convenience and retails stores.

Staunton Economic Development Authority
Rezoning Request for Staunton Crossing

As efforts continued to make the remaining 275 acres of Staunton Crossing more marketable for development, a consultant was engaged to develop a business plan to determine how best to capitalize on the momentum and recommend next steps for the remaining undeveloped area. The final business plan proposed advanced manufacturing uses with other direct or indirect related businesses for the majority of the site. Plans also propose uses to include data centers, and office operations. On August 22, 2019, EDA approved the plan, with City Council taking the same action its September 25, 2019 meeting. **Attachment C** displays the development options for Staunton Crossing. It should be noted that commercial development is insignificant in these options, since the majority of retail, including food and personal services, are currently being developed in Phase 1 fronting on Richmond Avenue.

The Crossing Way Extension project, funded by Virginia Department of Transportation (VDOT) under its SMART SCALE program, involved the design and construction of a new 4,000 linear-foot spine road connecting Richmond Avenue to Valley Center Drive. When completed, the \$10.5 million road project will make the property fully accessible connecting Richmond Avenue to Valley Center Drive. The project is slated to be completed in May 2024. **Attachment A** displays the new road project.

Attachment A - Staunton Crossing Site Plan



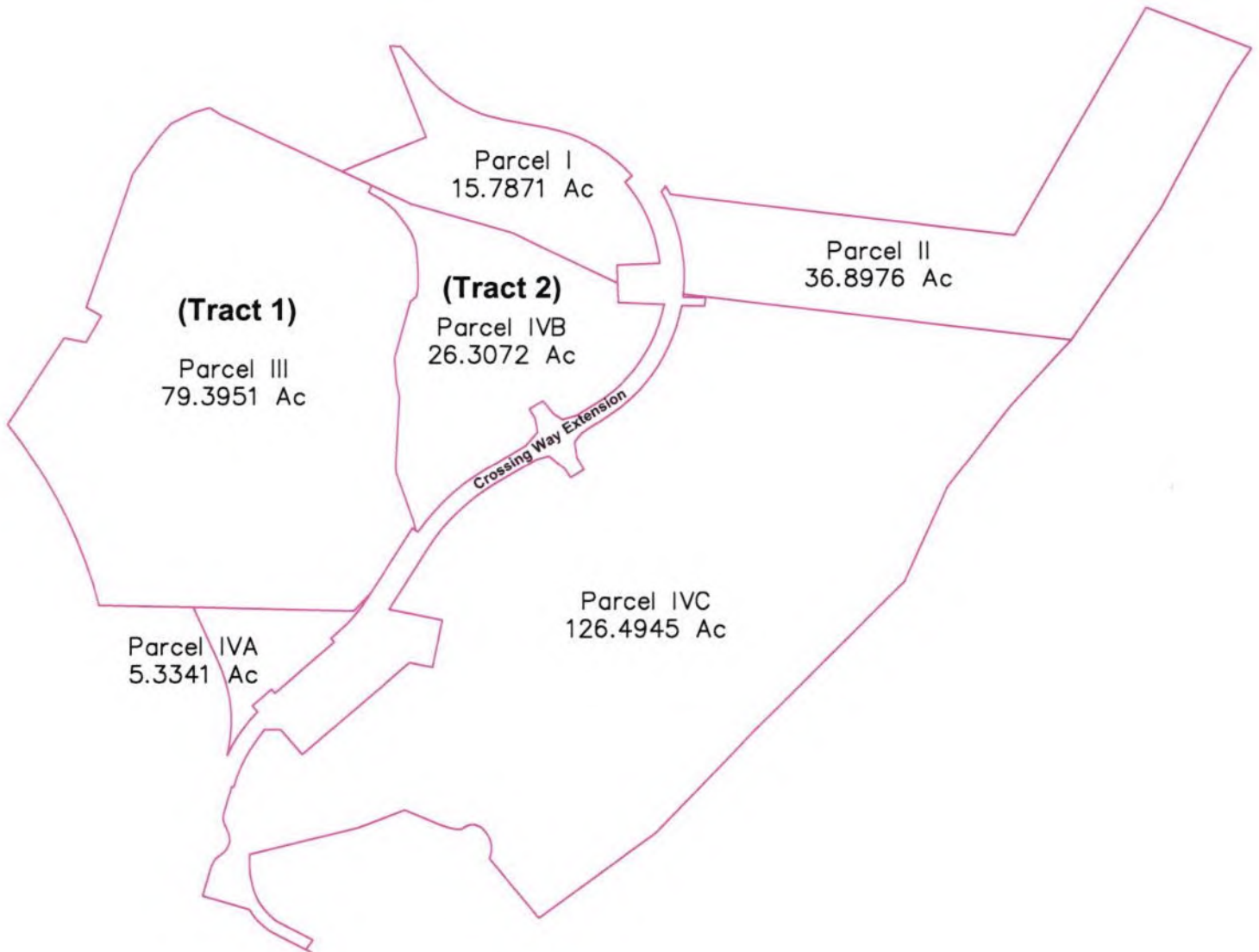
AERIAL AND UTILITY EXHIBIT

STAUNTON CROSSING SITE
CITY OF STAUNTON, VIRGINIA

STAUNTON VIRGINIA
TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

ATTACHMENT B

Staunton Crossing Parcel Map



Source: Parcel map provided by City Engineering Division, based upon data from 2023 ALTA/NSPS
Land Title Survey provided by TRC Companies, Inc.

Attachment C

Staunton Crossing Development Plan Options

Staunton Crossing Economic Development Business Plan

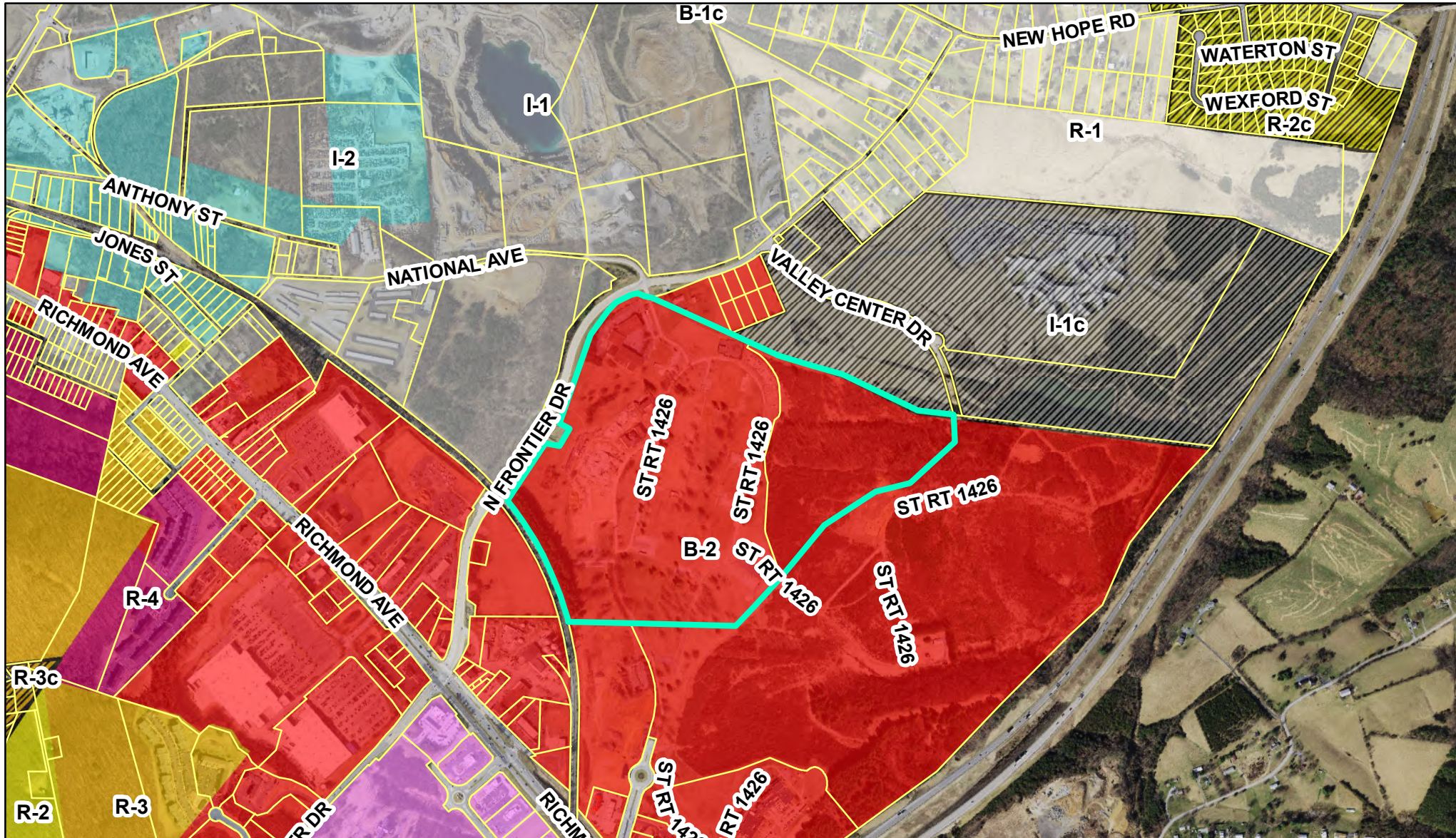


Crossing Way Vicinity Map

Attachment 2



Crossing Way Current Zoning Map Attachment 3



0 500 1,000 2,000 Feet

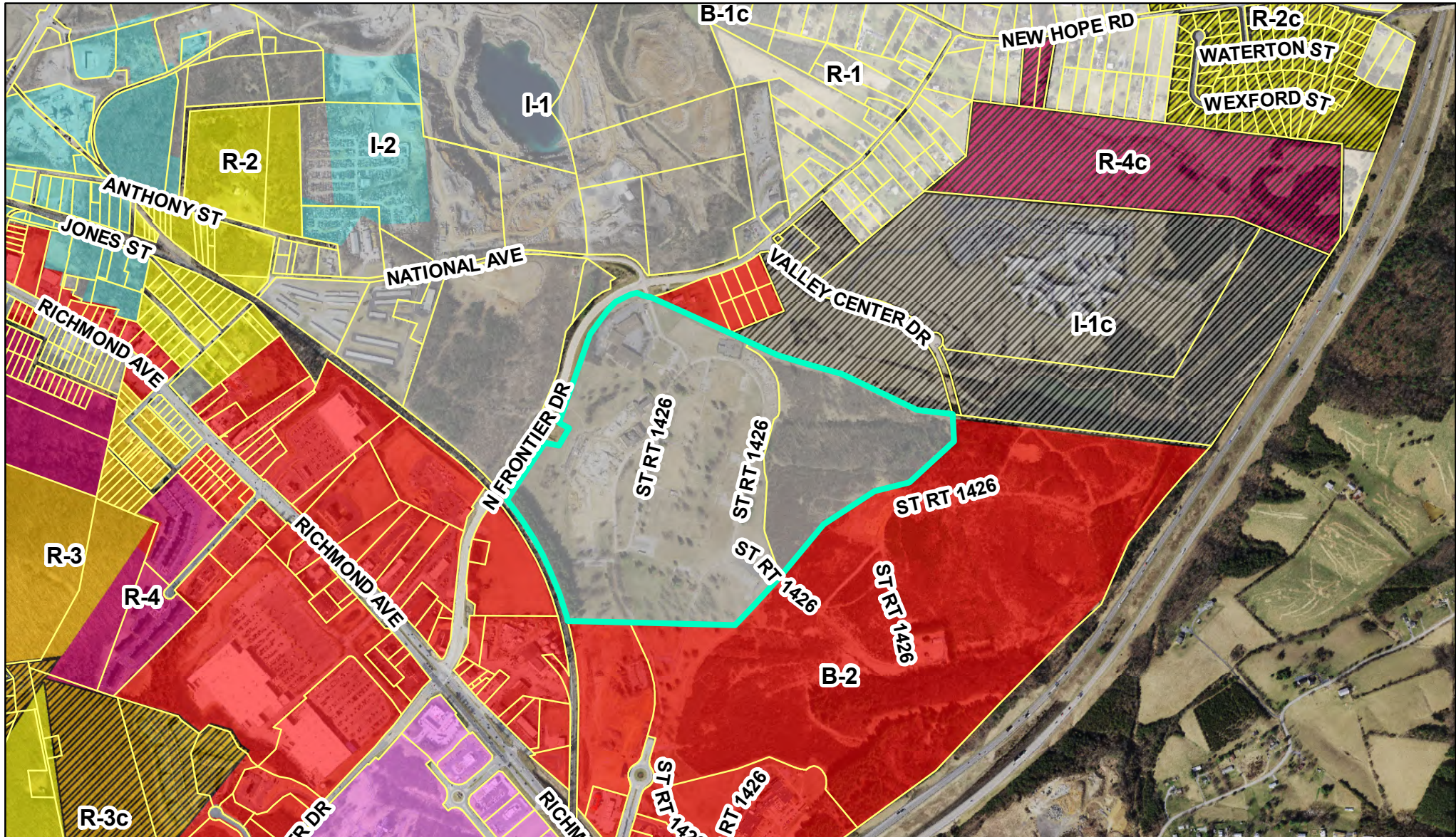
Zoning

B-1	B-3	I-2	R-1
B-1(conditional)	B-5	I-2(conditional)	R-2
B-2	HE-1	I-3(conditional)	R-2(conditional)
B-2(conditional)	I-1	P-1	R-3
		I-1(conditional)	P-1(conditional)
			R-3(conditional)
			R-4
			R-4(conditional)

Additional Layers

- Selected Property
- Lot_Lines

Crossing Way Proposed Rezoning Map Attachment 4



0 500 1,000 2,000 Feet

Zoning

B-1	B-3	I-2	R-1	R-3(conditional)
B-1(conditional)	B-5	I-2(conditional)	R-2	R-4
B-2	HE-1	I-3(conditional)	R-2(conditional)	R-4(conditional)
B-2(conditional)	I-1	P-1	R-3	

Additional Layers

- Selected Property
- Lot_Lines

Ordinance No. 2023-____

AN ORDINANCE REZONING
FROM B-2, GENERAL BUSINESS DISTRICT,
TO I-1, LIGHT INDUSTRIAL DISTRICT,
THAT CERTAIN TRACT OR PARCEL OF LAND
LOCATED AT 100 NORTH FRONTIER DRIVE
(PARCEL IDENTIFICATION NUMBER 12411)
AND
A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND
LOCATED AT 1249 RICHMOND AVENUE
(PARCEL IDENTIFICATION NUMBER 12412)
CONSISTING OF 26.3072 ACRES
IN THE CITY OF STAUNTON, VIRGINIA

Recitals

A. It appears by deed dated April 23, 2010, recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia, as Instrument Number 100000926, that the Economic Development Authority of the City of Staunton, acquired from the Commonwealth of Virginia, Department of Behavioral Health and Development Services, what is known by present address numbering as 100 North Frontier Drive and 1249 Richmond Avenue with further description provided in the deed, a copy of which is annexed and incorporated herein by reference (**Exhibit A**);

B. The Economic Development Authority of the City of Staunton has applied to the City of Staunton for a zoning classification change, under the provisions of the Staunton City Code ("SCC"), from B-2, General Business District, to I-1, Light Industrial District;

C. The proposed rezoning is consistent with the provisions of SCC 18.215.060(1) and is necessary so that the zoning of the property is consistent with the master plan that has been approved for the development of the lands within the Staunton Crossing economic development site;

D. The Planning Commission of the City of Staunton, after study and review, has properly heard the matter and recommended approval;

E. This matter has been properly advertised, heard, and considered including the consideration of written reports provided by City of Staunton staff members; and

F. These recitals are an integral part of this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that the property known as 100 North Frontier Drive (Parcel Identification Number 12411) and a 26.3072 acre portion of 1249 Richmond Avenue (Parcel Identification Number 12412), in the City of Staunton, Virginia, is **HEREBY REZONED** from B-2, General Business District, to I-1, Light Industrial District, on the basis that the rezoning would serve the interests of public necessity, convenience, general welfare, and good zoning practice.

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Introduced:
Adopted:
Effective Date:

Stephen W. Claffey, Mayor

ATTEST:

Kiley A. Kesecker,
Clerk of Council

DRAFT

DGS-50-546 Revised 11/01/05

P60024 APR 28 10**100000926**

*Exempt from Recordation Taxes and Fees
Under Sections 58.1-811(A)(3), 58.1-811(C)(4),
58.1-811(C)(5), 58.1-3315, 42.1-70, 17.1-266 and 17.1-279(E)*

PREPARED BY THE OFFICE OF THE ATTORNEY GENERAL OF VIRGINIA
Tax ID No. Portion of PIN 10514

DEED

This DEED is dated the 23rd day of April, 2010, by and between the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES** (formerly Department of Mental Health, Mental Retardation and Substance Abuse Services) "Grantor", and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF STAUNTON, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and restrictions hereinafter set forth, the Grantor hereby grants and conveys with Special Warranty of title to the Grantee the following described property:

All those certain parcels of land, with improvements thereon and appurtenances thereto belonging, as shown as Tract 1 containing 79.646 acres, more or less, Tract 2 containing 196.261 acres, more or less, and Tract 5 containing 1.519 acres, more or less, all being shown on the plat entitled Plat of a Division of the Commonwealth of Virginia Western State Hospital Property, dated August 25, 2009 and Revised October 28, 2009, prepared by EGS & Associates, Inc., a copy of which plat is attached hereto and recorded herewith as Exhibit A (the "Plat");

less and except that portion of Tract 2 comprising State Route 1426; and

being a portion of the same lands acquired by Grantor by deeds dated: June 30, 1945, recorded August 6, 1945 in Deed Book 331, page 324; July 13, 1945, recorded August 6, 1945 in Deed Book 331, page 322; May 28, 1946, recorded June 24, 1946 in Deed Book 341, page 94; and, August 17, 1953, recorded September 8, 1953 in Deed Book 397, page 374; all as recorded in the Clerk's Office, Circuit Court of Augusta County, Virginia.

Tract 2 does not include the area designated on the Plat as Tract 4, "Commonwealth of Virginia Department of State Police D.B. 497-P. 531" and described in the Agreement dated November 13, 1964, recorded November 24, 1964 in Deed Book 497, page 531 in the Clerk's Office. Furthermore, the property conveyed herein does not include the parcel of land shown as Tract 3 on the Plat containing 18.886 acres, more or less.

DGS-50-546 Revised 11/01/05

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This conveyance is made subject to any rights, covenants, privileges or easements encumbering the Property, whether located above, upon, or under the surface, either presently in use or of record, and further subject to the following reservations and conditions:

Grantor hereby expressly reserves for itself and its successors and assigns, as an easement appurtenant to the tract of 18.886 acres presently occupied by the Commonwealth Center for Children and Adolescents ("CCCA") (shown generally as "Tract 3" on the Plat and referred to herein as the "CCCA Property."), an exclusive, irrevocable and perpetual right, privilege, and easement of right-of-way fifty feet (50') in width for ingress and egress over, upon and across that portion of Grantor's property identified on the attached plat as "50' RIGHT-OF-WAY" (referred to as the "Roadway") to provide direct access for vehicle and pedestrian traffic to and from the CCCA Property and U.S. Route 250 for all present and future uses of the Grantee's property on the following terms:

1. Relocation of Roadway. Grantee, working together with a private developer, will have the right to relocate and/or reconfigure the Roadway pursuant to the terms of the Real Estate Purchase and Exchange Agreement attached hereto as Exhibit B.
2. Grantor may elect, but shall not be required, to perform construction, maintenance or improvements to the Roadway, including but not limited to those necessary to accommodate any future use of the CCCA Property. Grantee shall not be responsible for the costs of such work. If Grantor shall exercise its rights under this provision, it shall have a temporary license to use such portions of Grantee's lands as may be reasonably necessary to permit Grantor to exercise its rights under this provision. In exercising its rights under this provision, Grantor shall: (i) perform its work with due diligence and in conformance with all laws and regulations to which it is subject; (ii) take reasonable safety measures to protect persons and property; (iii) perform such work so as to avoid, to the extent practicable, interference with business operations on the Grantee's lands on which entry is made; and (iv) after the work is completed, restore Grantee's lands as closely as practicable to its condition prior to such work.
3. The Grantor further reserves for itself and its successors and assigns, as easements appurtenant to the CCCA Property, non-exclusive, irrevocable and perpetual rights, privileges, and easements of rights-of-way, to lay, erect, construct, operate, maintain, upgrade and repair any all equipment, accessories and appurtenances necessary (including but not limited to underground lines, conduits, pipes, fittings and other like equipment in connection therewith) for all utilities and communication facilities, whether currently in use or available in the future in the following locations (together the "Utility Easements"): (i) in the area designated as the Roadway, and (ii) an area sufficient in width for necessary maintenance following the current location of every utility currently serving the CCCA Property. At its own cost and expense, Grantor may install, operate, upgrade, maintain and replace such facilities to serve all present and future uses of the CCCA Property. Installation, operation and repair of such utility and communications facilities shall be conducted in such manner as to interfere as little as reasonably practicable with Grantee's use of its property. Upon completion of installation and any

DGS-50-546 Revised 11/01/05

PG 0026 APR 28 10

maintenance of such facilities, Grantor shall restore Grantee's property as closely as practicable to its condition prior to the conduct of such installation or maintenance. Grantee shall have the right to relocate any utility services or lines covered by this section where they cross Grantee's land as needed to facilitate future development on Grantee's property, so long as Grantee provides a replacement utility easement to Grantor on terms identical to those herein and provides comparable utility service and maintains uninterrupted utility service to Grantor, after which Grantor shall vacate the former easement. Such relocation shall be at Grantee's expense. Any replacement utility easement outside of the Roadway shall be twenty feet (20') wide.

All easements and rights reserved or established in this Deed for the benefit of Grantor shall be for the benefit not only of Grantor, but also for the benefit of any tenants, licensees, invitees (including agents and employees of governmental authorities), officers, directors, employees, agents, and contractors of Grantor or of any tenant whom Grantor or tenant shall permit to use such easements and rights.

Grantor does further quitclaim without warranty unto Grantee any interest it may have in that portion of Tract 2 comprising State Route 1426.

Witness the following signature and seal:

Commonwealth of Virginia
Department of Behavioral Health and Developmental Services


Commissioner

STATE OF VIRGINIA
CITY OF RICHMOND, to wit:

The foregoing Deed was acknowledged before me this 26th day of April, 2010 by, James R. Richard, Commissioner, Department of Behavioral Health and Developmental Services.
James W. Stewart, III 26 6 1

My commission expires: 9/30/2011

L. G. M. Lopez-Holman
Notary Public
Registration #: 7120281

DGS-50-546 Revised 11/01/05

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OFFICE OF ATTORNEY GENERAL
Approved as to Form:

By: Richard A. Mahevich
Richard A. Mahevich
Senior Assistant Attorney General
Date: 4/23/10

RECOMMEND APPROVAL:
DEPARTMENT OF GENERAL SERVICES
and its Division of Real Estate Services

By: R. J. Slivinski
Director

APPROVAL BY THE GOVERNOR:

Pursuant to Virginia Code § 2.2-1150, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order No.88 (01), dated December 21, 2001, I hereby approve the acquisition of the property described in the attached or foregoing Deed, and the execution of this instrument for, on behalf of, and in the stead of the Governor of Virginia.

Lisa M. Hicks Thomas 4-27-10
Secretary of Administration Date

INSTRUMENT #100000926
RECORDED IN THE CLERK'S OFFICE OF
STAUNTON ON
APRIL 28, 2010 AT 11:32AM
THOMAS E. ROBERTS, CLERK
RECORDED BY: CGN



P60028 APR 28 10

REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT

THIS AGREEMENT, dated this 22nd day of October, 2009 for identification, is made by and between the Commonwealth of Virginia, Department of General Services ("DGS") and Department of Behavioral Health and Developmental Services (DBHDS) (formerly Department of Mental Health, Mental Retardation and Substance Abuse Services), Parties of the First Part (sometimes herein referred to collectively as the "Commonwealth"), and the City of Staunton, a municipal corporation and political subdivision of the Commonwealth of Virginia, Party of the Second Part (the "City"), and the Industrial Development Authority of the City of Staunton, Virginia, a political subdivision of the Commonwealth of Virginia, Party of the Third Part (the "IDA").

1. **Background.** The parties are entering this AGREEMENT in order to establish and memorialize a framework for certain actions that will facilitate the construction of a new Western State Hospital facility ("WSH Facility") on lands now owned by the IDA. As an inducement to locate the WSH Facility on the IDA site in order to make the existing WSH property available for sale and development, the IDA will convey to DBHDS at no cost certain lands now owned by the IDA, and the City will pay \$15 million to DBHDS, subject to the provisions of Paragraph 8. The Commonwealth will convey a portion of the existing Western State Hospital compound and land ("WSH Property") to the IDA.
2. **Commonwealth's WSH Property.** The Commonwealth owns certain land located in the City of Staunton commonly known as Western State Hospital (WSH) which is under control of the DBHDS, and is shown generally as "Tract 1", "Tract 2" and "Tract 3" combined on the attached Exhibit 2. The WSH Property is comprised of approximately 294 acres bounded by Interstate Route 81 on the east, Route 250 on the south, CSX Railroad and Frontier Drive/National Avenue on the west and lands of the IDA on the north, and shown as Tracts 1 and 2 on Exhibit 2, excepting approximately 18.8 acres occupied by the Commonwealth Center for Children and Adolescents ("CCCA") (shown generally as "Tract 3" on Exhibit 2 and referred to herein as the "CCCA Property."). The WSH Property is improved with a hospital complex including hospital buildings and several support and ancillary facilities.
3. **State Police Property.** DBHDS has no control over the property owned or controlled and occupied by the Department of State Police containing approximately 0.95 acres, and shown on Exhibit 2 as "Tract 4", and such area and access thereto is not included in property to be conveyed under this AGREEMENT. The City and IDA shall ensure access to the State Police Property from Route 250 will be provided for the benefit of the State Police Property by equivalent access over a City public street.
4. **Funding of New WSH.** DBHDS has entered into a contract for the design and construction of a replacement of the WSH Facility under the Public-Private Education Facilities and Infrastructure Act of 2002.
5. **City IDA's Property.** The IDA owns undeveloped land adjacent to the existing Western State Hospital land comprised of approximately 125 acres. The land is generally shown as "Virginia Crossroads" on Exhibit 1. The IDA agrees to convey to DBHDS, by Special Warranty deed and with good and marketable title, subject to any rights, covenants, privileges or easements encumbering the Property, whether located above, upon, or under the surface, either presently in use or of record, approximately 66.35 acres of the City Land, shown as "Lot 1B" on Exhibit 1 (the "New Hospital Site") at no cost to DBHDS for construction of the WSH Facility. In addition, the IDA will provide a temporary ingress-egress, construction, drainage and storm water retention easement in favor of DBHDS over, under, across and upon Lot 1A during the construction of Western State Hospital. The IDA shall grant a permanent non-exclusive easement fifty (50) feet in width along the northern boundary of Lot 1C from its intersection with Lot 1B to I-81 for a sewer line to enable DBHDS to access the City's pump station using the City's easement over adjacent property owned by McCray. Such conveyances will be completed by November 13, 2009, simultaneously with the conveyance in paragraph 9. The IDA has statutory authority to convey the specified property to the DBHDS and is prepared to convey such property upon conveyance of the WSH land to the IDA.
6. **Intentionally Omitted.**
7. **Warranties.** The City, the IDA and the Commonwealth understand and agree that, except with respect to title issues, any conveyances hereunder shall be "as is", without warranty with respect to, *inter alia*, environmental matters or use of the land for any particular purpose.

P60029 APR 28 10

8. **City's Payment.** The City shall pay \$15 million cash to DBHDS which payment may be used by DBHDS in its sole discretion for any cost related to replacement of the hospital facility. Rather than paying at the beginning of the New Hospital Site project, the City will make its \$15 million in funding available to cover hospital construction costs after the date that represents the 80% completion date of the new hospital project. The City's commitment to pay \$15 million toward the construction costs of the new hospital will be backed by an irrevocable letter of credit that will be obtained by the City on or before November 10, 2009. Closing on conveyance of the WSH Property is specifically subject to the City obtaining the Letter of Credit. To enable sufficient notice for the City to plan for payment of funds, DBHDS shall notify the City with form *DGS-30-104: CO-12, Schedule of Values and Certificate of Payment* evidencing DBHDS' payment of 50% of the initial Guaranteed Maximum Price established in DBHDS' contract for construction of the facility. The City shall then pay the \$15 million to DBHDS within ten (10) business days following the City's receipt of an invoice from DBHDS which shall be accompanied by a form *DGS-30-104: CO-12, Schedule of Values and Certificate of Payment* evidencing DBHDS' payment of 80% of the initial Guaranteed Maximum Price established in DBHDS' contract for construction of the facility.
9. **Commonwealth Conveyance to IDA.** In exchange for the contributions of land and cash by the IDA and City, respectively, the Commonwealth shall convey to the IDA by Special Warranty deed with good and marketable title, subject to any rights, covenants, privileges or easements encumbering the Property, whether located above, upon, or under the surface, either presently in use or of record, the existing WSH Property represented as Tract 1 and Tract 2 on Exhibit 2 subject to an ingress and egress easement shown on Exhibit 2 and defined below. Notwithstanding the foregoing and subject to the easements set forth below, title to the portions of Tracts 1 & 2 constituting State Route 1426 shall be conveyed via quit-claim and without warranty. The Commonwealth has statutory authority to convey the specified property to the IDA and is prepared to convey such property to the IDA upon conveyance of the IDA land to the Commonwealth and arrangement of the \$15 million letter of credit. Title to the CCCA property, represented as Tract 3 on Exhibit 2, will not be conveyed to the IDA, and shall be retained by DBHDS. Access to the CCCA property will be across the portion of State Route 1426 maintained by the City of Staunton as a public street (approximately 581 lineal feet) and then across an "Ingress and Egress Easement" as shown on Exhibit 2. The Ingress and Egress Easement shall allow access for all present and future uses of the CCCA property, at no charge for maintenance or other purposes (either at the time of conveyance or in the future), shall permit but not require maintenance and improvement by the Commonwealth, and shall be on terms in substantial conformance with the form attached hereto as Exhibit 3. The IDA and the City, working together with a private developer, will have the right to relocate and/or reconfigure the access from U.S. 250 to the CCCA property so long as: (i) the relocated and/or reconfigured access from U.S. 250 is equal to, or better than, the access to the CCCA property as of the date of signing of this AGREEMENT and at a minimum conforms to the most restrictive or demanding of the following standards (based on the then current version at the time the new access is constructed): City of Staunton Design and Construction Standards, the Virginia Department of Transportation's ("VDOT") Subdivision Street Requirements, VDOT's Subdivision Street Guide, and VDOT's Pavement and Design Guide for Subdivisions and Secondary Roads; (ii) DBHDS is given six months written notice prior to the start of the relocation and/or reconfiguration of the access; and (iii) prior to beginning the relocation and/or reconfiguration, the conveyance to and acceptance by the Commonwealth of a non-exclusive ingress-egress easement across the relocated and/or reconfigured access, allowing access for all present and future uses of the CCCA property, at no charge for maintenance or other purposes (either at the time of conveyance or in the future), permitting but not requiring maintenance and improvements by the Commonwealth, and on terms that are in substantial conformance with the form attached hereto as Exhibit 4. Until such time as the access to the CCCA property is relocated and/or reconfigured and the new access easement conveyed to and accepted by DBHDS, the City of Staunton, the IDA or any successor in interest will continue to maintain the approximately 581 feet of State Route 1426 currently maintained as a public street by the City and continue to make the Ingress and Egress Easement available to DBHDS for access to the CCCA Property that is uninterrupted, safe and sufficient for DBHDS. Additionally, DBHDS shall reserve: (i) utility easements for all utilities currently serving the CCCA property in the locations of the existing utilities on terms reasonably acceptable to the Commonwealth, the City and the IDA, and a utility easement following the current access and relocated access for all present and future utilities serving the CCCA property on terms as set forth in Exhibits 3 and 4. If the parties are unable to reach agreement on the terms of the easements, any party may terminate this AGREEMENT without further obligation hereunder.

PG0030 APR 28 10

The DBHDS may at its own cost elect to perform maintenance or make improvements to the existing access or the relocated access as provided above at any time and from time to time. Nothing in this agreement shall require the City or the developer to incur the costs of relocated or improved access from U.S. 250 to the CCCA property when the request for such improved or relocated access is made solely at the request of the DBHDS.

10. IDA Lease of Property to DBHDS for WSH Operation. The IDA will lease back to DBHDS approximately 80.19 acres, shown on Exhibit 2 as Tract 2, including all land, buildings, and other improvements thereon, for the purpose of continued operation of WSH, at the sole risk and responsibility of DBHDS, until the new WSH facility is completed and the WSH operation is relocated to the new facility, defined as 60 days after the Certificate of Occupancy is issued for the new WSH facility. The IDA will also lease back to DBHDS for the same term the following portions of Tract 2, subject to finalization prior to closing, all as reasonably determined by DBHDS: (i) the sewage pump station located on Tract 2 and a reasonable buffer around the plant; (ii) easements for access, sewer lines and other utility lines (and their replacements) in the current locations of such lines for operation of the sewage pump station; and (iii) easements for all utilities including but not limited to water, gas, electric, telecommunications and data lines that serve the WSH on Tract 2 (and their replacements) in their current locations. The IDA will have the right to cross the easements for development purposes, but shall be responsible for any damages it causes to DBHDS property in exercising such right. The rent payable to the IDA by DBHDS for the property lease will be \$1 per year. The Lease shall be in substantial conformance with the form attached hereto as Exhibit 5.
11. Access to Leased Property from U.S. 250. While the WSH operation remains on Tract 2, DBHDS may continue to use State Route 1426 as a primary vehicle access to and from the leased property until the time that the City and IDA, working together with a private developer relocate and/or reconfigure State Route 1426 for access to new commercial development on the property. The IDA will give DBHDS six months written notice prior to the start of any relocation and/or reconfiguration of State Route 1426, and the IDA and the City, working together with a private developer, will provide equivalent, uninterrupted access to and from the leased property during the relocation and/or reconfiguration of the access. Following the relocation and/or reconfiguration of the access to the leased property DBHDS may have a secondary, emergency access to U.S. 250 across the relocated and/or reconfigured access for as long as the WSH continues in operation on the leased property.
12. Property Access. Upon execution of this AGREEMENT, each party shall have access to the respective property which each intends to acquire to permit such tests, inspections and investigations as each party deems necessary, subject, however, to the limitation that prior to any entry onto the WSH property, the City/IDA shall provide prior notification to the Hospital Director at least 48 hours in advance of such entry and will cooperate with the Hospital Director to reasonably ensure the privacy, safety and well-being of hospital staff and patients.
13. Commonwealth Immunity. The City and IDA understand and acknowledge that DBHDS and DGS are agencies and departments of the Commonwealth of Virginia. With respect to tort liability for any acts or occurrences in any way related to this AGREEMENT, including product liability, the Commonwealth, DGS and DBHDS are either: (i) constitutionally immune (or partially immune) from suit, judgment or liability; (ii) insured; or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. The City and IDA acknowledge that the Commonwealth, DGS and DBHDS have not agreed to provide any indemnification or save harmless agreements running to the City or IDA. No provision, covenant or agreement contained in this AGREEMENT shall be deemed, in any manner, to be a waiver of the sovereign immunity of the Commonwealth of Virginia, DGS or DBHDS, from tort or other liability. This AGREEMENT shall be governed by, and construed according to, the laws of the Commonwealth of Virginia, and any legal action here under shall be instituted and maintained only in the state courts of the Commonwealth of Virginia. Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. Therefore, notwithstanding any provision in this AGREEMENT to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this AGREEMENT, this AGREEMENT and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.
14. City-IDA Immunity. DBHDS understands and acknowledges that the City and IDA are political subdivisions of the Commonwealth of Virginia. With respect to tort liability for any acts or occurrences

P6003 | APR 28 10

in any way related to this AGREEMENT, including product liability, the City and IDA may be: (i) constitutionally immune (or partially immune) from suit, judgment or liability; (ii) insured; or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. DBHDS acknowledges that the City and IDA have not agreed to provide any indemnification or save harmless agreements running to DBHDS. No provision, covenant or agreement contained in this AGREEMENT shall be deemed, in any manner, to be a waiver of any sovereign immunity the City or IDA may have from tort or other liability.

15. Governing Law. This AGREEMENT constitutes the entire agreement between the parties and may be amended or modified only by written agreement. This AGREEMENT shall be governed by, and construed according to, the laws of the Commonwealth of Virginia, and any legal action hereunder shall be instituted and maintained only in the state courts of the Commonwealth of Virginia.
16. Appropriation of Funds. Political subdivisions of the Commonwealth of Virginia cannot expend funds unless appropriated by the governing bodies and may not obligate a future session of the governing body. Therefore, if any session of the governing body fails to appropriate funds for the continuance of this AGREEMENT, this AGREEMENT and all intended obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds. Notwithstanding the preceding, should the City fail to appropriate sufficient funds to satisfy the terms of this AGREEMENT, DBHDS shall be entitled to collect any amount outstanding from the letter of credit secured pursuant to Paragraph 8 of this Agreement.
17. Continuing WSH Operation of Leased Property. Under the property lease referenced in Paragraph 10, DBHDS will operate the leased WSH facility in a safe and professional manner and will be solely responsible for the condition of the premises and all operations, maintenance and insurance associated with WSH.
18. Easement Reserved. The City will reserve an easement, in a location and on terms satisfactory to DBHDS, across land to be conveyed for the new hospital facility for the purpose of maintenance access to the City's existing sewage pumping station located near I-81 and the northern boundary of the property intended to be conveyed to DBHDS.
19. Role of DBHDS and DGS. The City and the IDA acknowledge that with respect to the WSH Property, DBHDS and DGS are acting solely as the seller/transferor of the portions of the WSH Property to be conveyed and have made no representations on behalf of or regarding any other agency or department of the Commonwealth of Virginia (regulatory or otherwise) including but not limited to VDOT and DEQ. For purposes of this transaction, DBHDS and DGS shall be separate entities from any other agency or department of the Commonwealth of Virginia (regulatory or otherwise) including but not limited to VDOT and DEQ. Nothing in this AGREEMENT shall be deemed or construed as a waiver of any regulatory authority of the Commonwealth of Virginia, and no approval to be provided under this AGREEMENT shall be deemed to be approval by any agency, board, commission or authority of the Commonwealth of Virginia that is not a party to this AGREEMENT.
20. Right of First Refusal. The Commonwealth hereby provides the City, or at the City's direction the IDA, a right of first refusal in the event the CCCA property or the State Police Property is declared surplus to the Commonwealth and offered for sale pursuant to the provisions of Virginia Code §2.2-1156. In such event with respect to either or both properties, the Commonwealth will notify the City of availability of the property and any terms of the sale. The property will be offered to the City at fair market value as determined by one or more appraisals obtained by the Department of General Services that conform to the Uniform Standards of Professional Appraisal Practice promulgated by the Appraisal Foundation or the generally recognized successor organization or authority at the time. The City will have 30 days to notify DGS of its interest and 90 days thereafter to close the transaction. Such conveyance is authorized under the provisions of Virginia Code 2.2-1150. Because of the law authorizing the conveyance to the City, this Right of First Refusal cannot be transferred to an entity that is not a political subdivision, public authority, or the federal government.
21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.
22. Closing. The conveyance of properties set forth hereunder shall close on or before November 13, 2009, or at such other time as mutually agreed.

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23. Governor's Approvals. The conveyance to DBHDS and the conveyance by DBHDS under this AGREEMENT, and the acceptance, delivery and recordation of the deeds, shall be expressly subject to and contingent upon the final written approval of the Governor of Virginia or his designee, which shall be appended to and recorded with the deeds, and which final approval is required by Virginia Code §2.2-1149 and Virginia Code §2.2-1150.
24. Merger. The warranties, representations and terms of this AGREEMENT shall survive delivery of the deeds and shall not be merged therein.
25. Attorney Fees. Except as otherwise expressly provided by law, each party shall bear their respective attorney fees in the event of any litigation.

List of Exhibits:

1. Plat of IDA Property
2. Plat of Western State Hospital Property
3. Deed Reservation Language
4. Ingress- Egress Agreement
5. Lease Form

CITY OF STAUNTON

By: Stephen F. OwenTitle: City Manager

COMMONWEALTH OF VIRGINIA
In the City of Staunton

The foregoing instrument was acknowledged before me this 29th day of October, 2009 by Stephen F. Owen, City Manager of the City of Staunton, Virginia.

Darryl L. Moore
Notary Public

7118209

Registration Number

My commission expires: 7/31/2011

65



PG0033 APR 28 10

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE
CITY OF STAUNTON, VIRGINIA

By: _____

Title: ChairmanCOMMONWEALTH OF VIRGINIA
In the City of Staunton

The foregoing instrument was acknowledged before me this 23 day of October, 2009 by
Joseph A. Leigh, Chairman of the Industrial Development Authority of the City of Staunton, Virginia.

Joan W. Perry
Notary Public Waynesboro, VA

336108
Registration Number

My commission expires: August 31, 2011

76

PG0034 APR 28 10

COMMONWEALTH OF VIRGINIA
Department of General Services

By: _____

Title: DEPUTY DIRECTORCOMMONWEALTH OF VIRGINIA
In the City of RichmondThe foregoing instrument was acknowledged before me this 5th day of November, 2009 by
Richard Sliwoski, Director, Virginia Department of General Services.by Joseph F. Demico forRhonda M Bishton

Notary Public

326868

Registration Number

My commission expires: Feb 28, 2011COMMONWEALTH OF VIRGINIA
Department of Behavioral Health and Developmental Services

By: _____

Title: CommissionerCOMMONWEALTH OF VIRGINIA
In the City of RichmondThe foregoing instrument was acknowledged before me this 5th day of November, 2009 by
James Rinehard, Commissioner, Virginia Department of Behavioral Health and Developmental Services.Dr. C. M. Slagel-Holtz

Notary Public

7120281

Registration Number

My commission expires: 9/30/2011

PG0035 APR 28 10

APPROVED AS TO FORM:

Richard A. Mahanik
Assistant Attorney General, for the Attorney General of Virginia

RECOMMEND APPROVAL:

Department of General Services

By:

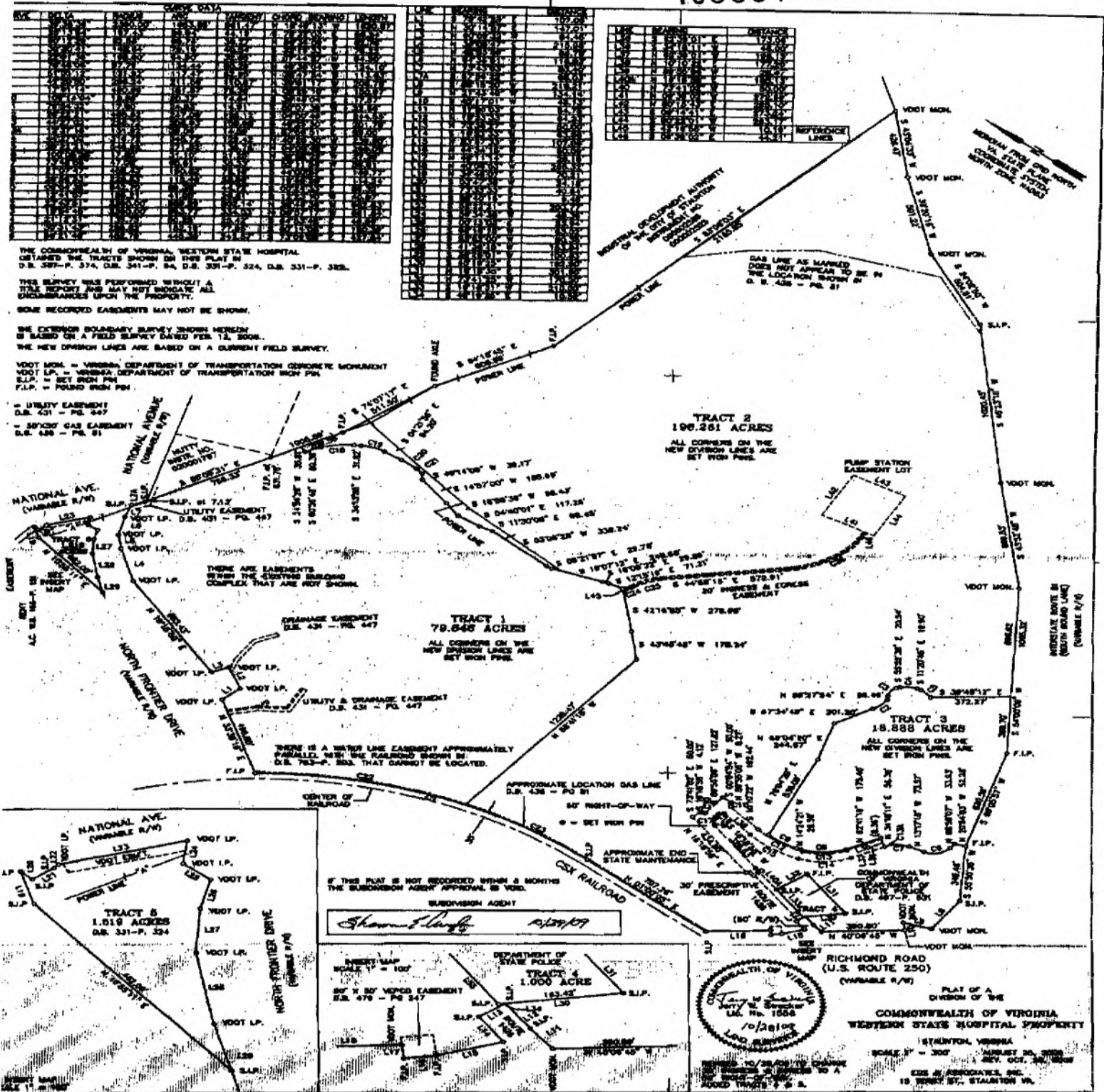
[Signature]
for Director DEPT. OF GENERAL SERVICES

APPROVED BY THE GOVERNOR:

Pursuant to § 2.2-1149 and § 2.2-1150 of the Code of Virginia (1950), as amended, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 88 (01) dated December 21, 2001, I hereby approve the exchange of properties set forth in the foregoing Agreement for and on behalf of the Governor of Virginia.

[Signature] 11/09/09
Secretary of Administration Date

PG 0037 APR 28 10



PG0038 APR 28 10

EXHIBIT 3

Grantor hereby expressly reserves for itself and its successors and assigns, as an easement appurtenant to the tract of 18.886 acres occupied by the Commonwealth Center for Children and Adolescents ("CCCA") (shown generally as "Tract 3" on the attached plat and referred to herein as the "CCCA Property."), an exclusive, irrevocable and perpetual right, privilege, and easement of right-of-way fifty feet (50') in width for ingress and egress over, upon and across that portion of Grantor's property identified on the attached plat as "Ingress and Egress Easement" (referred to as the "Roadway") to provide direct access for vehicle and pedestrian traffic to and from the CCCA Property and U.S. Route 250 for all present and future uses of the Grantee's property on the following terms:

1. Relocation of Roadway. Grantee, working together with a private developer, will have the right to relocate and/or reconfigure the Roadway pursuant to the terms of the Agreement.
2. Grantor may elect, but shall not be required, to perform construction, maintenance or improvements to the Roadway, including but not limited to those necessary to accommodate any future use of the CCCA Property. Grantee shall not be responsible for the costs of such work. If Grantor shall exercise its rights under this provision, it shall have a temporary license to use such portions of Grantee's lands as may be reasonably necessary to permit Grantor to exercise its rights under this provision. In exercising its rights under this provision, Grantor shall:
(i) perform its work with due diligence and in conformance with all laws and regulations to which it is subject; (ii) take reasonable safety measures to protect persons and property; (iii) perform such work so as to avoid, to the extent practicable, interference with business operations on the Grantee's lands on which entry is made; and (iv) after the work is completed, restore Grantee's lands as closely as practicable to its condition prior to such work.

The Grantor further reserves for itself and its successors and assigns, as easements appurtenant to the CCCA Property, non-exclusive, irrevocable and perpetual rights, privileges, and easements of rights-of-way, to lay, erect, construct, operate, maintain, upgrade and repair any all equipment, accessories and appurtenances necessary (including but not limited to underground lines, conduits, pipes, fittings and other like equipment in connection therewith) for all utilities and communication facilities, whether currently in use or available in the future in the following locations (together the "Utility Easements"): (i) in the area designated as the Roadway, and (ii) an area sufficient in width for necessary maintenance following the current location of every utility currently serving the CCCA Property. At its own cost and expense, Grantor may install, operate, upgrade, maintain and replace such facilities to serve all present and future uses of the CCCA Property. Installation, operation and repair of such utility and communications facilities shall be conducted in such manner as to interfere as little as reasonably practicable with Grantee's use of its property. Upon completion of installation and any maintenance of such facilities, Grantor shall restore Grantee's property as closely as practicable to its condition prior to the conduct of such installation or maintenance. Grantee shall have the right to relocate any utility services or lines covered by this section where they cross Grantee's land as needed to facilitate future development on Grantee's property, so long as Grantee provides comparable utility service and maintains uninterrupted utility service to Grantor, after which Grantor shall vacate the former easement. Such relocation shall be at Grantee's expense. Any replacement utility easement outside of the Roadway shall be twenty feet (20') wide.

All easements and rights reserved or established in this Deed for the benefit of Grantor shall be for the benefit not only of Grantor, but also for the benefit of any tenants, licensees, invitees (including agents and employees of governmental authorities), officers, directors, employees, agents, and contractors of Grantor or of any tenant whom Grantor or tenant shall permit to use such easements and rights.

PG 0039 APR 28 10

4. Improvements by Grantor. Grantor shall have the right to improve and/or relocate the Roadway as needed to facilitate development of the property adjoining the Grantee's property. At a minimum, when improving and/or relocating the Roadway, Grantor shall construct and maintain the Roadway in a manner that conforms to the most restrictive or demanding of the following standards (based on the then current version or replacement thereof at the time the Roadway is constructed, maintained or improved): City of Staunton Design and Construction Standards, the Virginia Department of Transportation's ("VDOT") Subdivision Street Requirements, VDOT's Subdivision Street Guide, and VDOT's Pavement and Design Guide for Subdivisions and Secondary Roads. Any improvement and/or relocation of the Roadway by Grantor shall be made so as to interfere as little as practicable with the rights granted to the Grantee pursuant to this Deed of Easement and with the operations on the Grantee's Property. The Roadway shall remain open and passable at all times, and in no event shall access to the Grantee's property be diminished so as to pose a danger to the life, safety and welfare of the users or occupants of the Grantee's property. All costs of construction to improve and/or relocate the Roadway, except as expressly set forth in Section 5 of this Deed of Easement, shall be the responsibility of the Grantor with no contribution by or liability on the part of the Grantee. Once improvement and/or relocation of the Roadway by the Grantor is complete, maintenance of the Roadway will be by the City of Staunton in accordance with standards for City of Staunton urban streets maintenance.

5. Improvements by Grantee. Grantee, on its own initiative and at its own expense, may elect to perform construction or improvements to the Roadway (including those necessary to accommodate any future use of Grantee's Property) which exceed the standards set forth in Section 4 of this Deed of Easement. If these improvements bring the Roadway up to City of Staunton public street standards that qualifies the Roadway for reimbursement of maintenance expenses under the Virginia Department of Transportation Urban Maintenance Street Reimbursement program, the Grantor will request that the City of Staunton accept the Roadway into the public street system. However, Grantor shall not incur the costs of construction or improvement which exceed the standards set forth in Section 4 of this Deed of Easement when the maintenance or improvement is made solely at the request of the Grantee. Work conducted by Grantee pursuant to this Section of this Deed of Easement shall be conducted in such manner as to interfere as little as reasonably practicable with the rights of others using the Roadway.

6. Damage to or Destruction of Roadway. While the Roadway remains outside of the City of Staunton urban street system, in the event of any damage to or destruction of any portion of the Roadway, the Grantor shall restore and repair the damaged or destroyed area with due diligence, to the conditions herein provided at its cost and expense. In the event such damage or destruction is the sole responsibility of Grantee then Grantee shall be responsible for the cost to restore and repair.

7. Right of Self Help. Subject to the last sentence of this Section 7, if the Grantor fails to perform the obligations in accordance with the requirements contained herein solely under paragraphs 3 and 4, the Grantee shall, except in the event of an emergency threatening human safety or property, or a condition preventing the use of of the Roadway, give written notice to the Grantor's successor in interest, if any, of the acts or omissions complained of and the Grantor shall then have ninety (90) days to cure the deficiency or, if the deficiency cannot reasonably be cured within ninety (90) days, to commence to cure such deficiency and thereafter diligently continue and conclude such work as may be necessary to cure that deficiency. If the Grantor's successor in interest, if any, fails to so cure a deficiency, or in the event of a condition threatening human safety or property or a condition preventing the Roadway, the Grantee, upon such notice to the Grantor's successor in interest, if any, as may be reasonable under the circumstances, may undertake such work as is necessary to cure that deficiency at the least reasonable cost under the circumstances. The Grantee shall be entitled to receive reimbursement of its reasonable expenses from Grantor's successor in interest, if any, within sixty (60) days of sending a bill for such expenses to such successor. Any payment not made when due shall: (i) accrue interest at an annual floating rate equal to the highest prime rate of interest published in the Wall Street Journal (or, if the Wall Street Journal is not in publication, another nationally recognized financial publication), plus four percent (4%);

PG0040 APR 28 10

Exhibit 4

THIS **DEED OF EASEMENT** is made and entered this ____ day of _____, 200__, by and between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF STAUNTON, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, Grantor, and **THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES**, Grantee.

WITNESSETH

WHEREAS, the Grantee owns that certain real estate containing 18.886 acres and described as Tract 3 on the plat attached to a deed (the Deed) from the Grantee to the Grantor recorded in the Clerk's Office of the Circuit Court of the City of Staunton, Virginia, as Instrument No. _____ (the "Grantee's Property").

WHEREAS, the Grantor is fee owner of certain real estate described as Tract 2 on the plat, which real estate is subject to the terms of easements reserved in the Deed, and Grantee wishes to exercise its right to relocate the access to Grantee's lands.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, conveyances, agreements, covenants and restrictions are made:

- 1. Ingress/Egress Easement.** The Grantor hereby grants, gives and conveys to the Grantee and its successors and assigns, as an easement appurtenant to the Grantee's Property, a non-exclusive, irrevocable and perpetual right, privilege, and easement of right-of-way fifty feet (50') in width for ingress and egress over, upon and across that portion of Grantor's lands which is identified on the site plan attached hereto as Exhibit A (the "Roadway") which excludes any portion of the City of Staunton public street to provide direct access for vehicle and pedestrian traffic to and from the Grantee's Property and U.S. Route 250 for all present and future uses of the Grantee's property.
- 2. Utility Easement.** The Grantor hereby grants, gives and conveys to the Grantee and its successors and assigns, as an easement appurtenant to the Grantee's Property, a non-exclusive, irrevocable and perpetual right, privilege, and easement of right-of-way, in the same location as the Roadway, to lay, erect, construct, operate, maintain and repair any all equipment, accessories and appurtenances necessary (including but not limited to underground lines, conduits, pipes, fittings and other like equipment in connection therewith) for all utilities and communication facilities, whether currently in use or available in the future. At its own cost and expense, Grantee may install, operate, maintain and replace such facilities within the boundaries of the Roadway to serve the Grantee's Property. Installation, operation and repair of such utility and communications facilities shall be conducted in such manner as to interfere as little as reasonably practicable with the rights of others using the Roadway. Installation of any new utility services, including but not limited to water, sewer, natural gas, electric, and communications, shall be underground. Upon completion of installation and any maintenance of such facilities, Grantee shall restore the Roadway as closely as practicable to its condition prior to the conduct of such installation or maintenance.
- 3. Construction and Maintenance.** The Grantor, at its own cost and expense, shall construct, maintain and repair the Roadway and any adjoining landscaping, street lighting and signage, striping and directional markers. It shall maintain and repair the Roadway so as to keep the same at all time in a clean, orderly, safe, unobstructed, sightly, good and usable condition. Maintenance and repair shall include, but not be limited to, the furnishing of snow and ice removal, lighting, cleaning, repairing, replacing (including replacing lighting fixtures and repaving and restriping) and anything necessary for the maintenance and upkeep of the Roadway. Grantor shall comply with the terms of the Agreement and with any and all applicable federal, state and local laws, ordinances, statutes, guidelines, requirements and regulations.

P6004 | APR 28 10

(ii) solely be the personal obligation of Grantor's successor in interest, if any; and (iii) be a charge on the land and a continuing lien upon the Grantor successor in interest's land, enforceable, at law or in equity, provided such lien shall be subordinate to any bona fide first lien deed of trust, now or in the future, encumbering such land without the necessity of any further action by any party. The right of self help provided under this Section 7 shall have no application to the Industrial Development Authority of the City of Staunton, the City of Staunton, or any other political subdivision or agency, even if a successor in interest of the Grantor.

8. Construction License. If Grantee shall exercise its rights under the provisions of Sections 2, 3, 5 or 7 of this Deed of Easement, it shall have a temporary construction easement across an additional ten feet of the Grantor's land on either side of the Roadway to exercise its rights under the provisions of this Deed of Easement. In exercising its rights under the provisions of this Section of this Deed of Easement, Grantee shall: (i) perform its work with due diligence and in conformance with all laws and regulations to which it is subject; (ii) take reasonable safety measures to protect persons and property; (iii) perform such work so as to avoid, to the extent practicable, interference with business operations on the Grantor's lands on which entry is made; and (iv) after the work is completed, restore Grantor's lands as closely as practicable to its condition prior to such work.

9. Covenants Running with the Land. All provisions of this Deed of Easement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto forever.

10. Hold Harmless. To the extent permitted by law, the Grantor's successor in interest agrees to hold the Grantee, its successors and assigns harmless from any liability, responsibility, or damages caused by the use of the Roadway by the Grantor, their successors and assigns. To the extent permitted by law, Grantor(s) shall indemnify, hold harmless and defend Grantee and its successors and assigns from and against any and all losses, claims, demands, suits and causes of action and damages, including without limitation court costs and attorney fees, resulting from or in any manner connected with the use of the Roadway by the Grantor, their successors and assigns, their invitees, contractors and agents.

11. Vacation of Prior Easement. The Grantee hereby vacates any and all rights they may have to use those easements for ingress and egress that were reserved by Grantee by that Deed recorded in the aforesaid Clerk's Office as Instrument Number _____. The Grantees agree that the easement created herein entirely replaces, terminates and extinguishes said ingress and egress easement.

12. Governing Law. The provisions of this Deed of Easement shall be governed by the laws of the Commonwealth of Virginia.

13. Severability. If any provision of this Deed of Easement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Deed of Easement, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

14. Tenders of Notice. All tenders and notices served hereunder shall be made and given in writing by (a) hand delivery with a signed receipt at sender's expense; or (b) Federal Express or other nationally recognized overnight courier, prepaid at sender's expense; or (c) United States Certified Mail, Return Receipt Requested, postage prepaid; to a party at the address provided for below; and shall be effective as of the date of personal delivery or the signed receipt of a delivery by Federal Express or other nationally recognized overnight courier or upon three (3) days after deposit in the United States Mail, as the case may be. Initially, notices shall be addressed as follows:

Any party may change its notice address by giving written notice of such change to the other party in the manner provided for herein, and any party desiring to send a notice to

P60042 APR 28 10

another party who has not received a change of notice statement hereunder from such party, may rely on the address set forth for such party in the current tax records of the City of Staunton, Virginia.

15. Easements Benefit Tenants, Etc. All easements and rights created or established in this Deed of Easement for the benefit of Grantee shall be for the benefit not only of Grantee, but also for the benefit of any tenants, licensees, invitees (including agents and employees of governmental authorities), officers, directors, employees, agents, and contractors of Grantee or of any tenant whom Grantee or tenant shall permit to use such easements and rights.

16. Non-Waiver. The delay, omission or failure of Grantee to enforce any provision herein contained shall in no event be deemed to be a waiver of Grantee's right to do so thereafter nor of the right to enforce any other provision.

17. Warranties. Grantor covenants that Grantor has good right and lawful authority to convey this Deed of Easement; that Grantee will have quiet, but non-exclusive enjoyment of the easements and that it will warrant the title to the easements to the same extent as the warranty which it received from Grantee; and that it will execute such further assurances thereof as may be required.

18. Interpretation. This Deed of Easement shall not be construed against either party as drafter as all parties to this Deed of Easement have participated in the drafting of this Agreement.

19. Ownership of Grantor's Land. Nothing herein shall relieve the Grantor as fee simple title owner of Grantor's land of all obligations as the fee simple titleholder to the property.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Easement as of the day and year first above written.

GRANTOR

By: _____

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, to-wit;

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 by _____.

Notary Public/Notary Registration No.

My Commission expires: _____

P60043 APR 28 10

OFFICE OF THE ATTORNEY GENERAL
Approved as to Form:

By: _____
Senior Assistant Attorney General

RECOMMEND APPROVAL:
DEPARTMENT OF GENERAL SERVICES

By: _____
Director

APPROVED BY THE GOVERNOR:

Pursuant to Virginia Code §2.2-1149, and by the authority vested in me to act for and on behalf of the Governor of Virginia under Executive Order _____ dated _____, I hereby approve this easement and acceptance of this instrument.

Secretary of Administration

PG0044 APR 28 10

Lease No. L03382

Lease

This LEASE (the "Lease") is dated the 22nd day of October, 2009, between INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF STAUNTON, VIRGINIA, a political subdivision of the Commonwealth of Virginia, as Grantor ("Landlord"), and the COMMONWEALTH OF VIRGINIA, by and through the Department of Behavioral Health and Developmental Services, as Grantee ("Tenant"), with approval of the Governor pursuant to § 2.2-1149 of the Code of Virginia (1950), as amended.

WITNESSETH

Under the terms of that certain Agreement dated October 22, 2009 (the "Agreement"), the Commonwealth of Virginia conveyed property known as Western State Hospital to the Landlord, which property is located in the City of Staunton and shown generally as "Tract 1" and "Tract 2" combined on the attached Exhibit A. By the terms of the Agreement, the Tenant will construct a new Western State Hospital facility on land provided by the Landlord. This Deed of Lease is entered in order to allow the Tenant to continue operating the existing Western State Hospital facility on the land identified as Tract 1 on the aforesaid Exhibit until the new facility is completed and occupied by Tenant.

1. **PREMISES.** For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Landlord leases to Tenant the following property or premises (the "Premises"), together with full rights of ingress and egress, in the City of Staunton, Virginia, more particularly described as Tract 1 on the plat attached hereto as Exhibit A together with portions of Tract 2 including (i) the sewage pump station located on Tract 1 and a reasonable buffer around the plant; (ii) easements for access, sewer lines and other utility lines (and their replacements) in the current locations of such access and lines for operation of the sewage pump station; and (iii) maintenance easements for all utilities including but not limited to water, gas, electric, telecommunications and data lines on Tract 1 (and their replacements) in their current locations that serve the existing Western State Hospital property. Landlord shall have the right to relocate any utility services or lines covered by this section where they cross Tract 1 on Exhibit A as needed to facilitate future development on Landlord's property, so long as Landlord provides comparable utility service and maintains uninterrupted utility service to Tenant. These easements shall terminate at the end of this lease when Tenant vacates the leased premises.
2. **RENT; TERM.** Total rent shall be \$1 for each year or portion thereof this lease is in effect, which annual rent shall be paid to Landlord upon commencement of this lease and at the beginning of each lease year thereafter until termination of this lease. This lease shall commence on the date the deed from Tenant to Landlord is effective ("Commencement Date") and terminate on the date that is sixty (60) days following the date that the Certificate of Occupancy is issued for the new hospital facility ("Termination Date").

P60045 APR 28 10

3. **USE OF PREMISES.** Tenant is permitted to use the Premises, at its own risk and expense, to continue its functions and operations as a mental health hospital facility and related activities consistent with the authorized purposes of Tenant.
4. **POSSESSION OF PREMISES.** Landlord shall deliver quiet possession of the Premises to Tenant and shall provide quiet enjoyment of the Premises during the term hereof. Tenant agrees to accept the Premises AS IS on the date of execution of this Lease.
5. **MAINTENANCE.** All necessary or required maintenance, repairs and replacements to the Premises shall be the responsibility of Tenant at Tenant's sole expense; provided, nothing herein shall require Tenant to provide any repair or replacements of any of the improvements beyond ordinary wear and tear, except to the extent that such repair or replacements are required to avoid the diminution of value of the premises. Provided, however, any capital repair or replacement is subject to approval and funding by the Virginia General Assembly.
6. **DAMAGE OR DESTRUCTION OF THE PREMISES.** If the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other loss, Tenant may but shall not be required to repair, restore or rebuild the Premises or portion thereof.
7. **ALTERATIONS.** Tenant, at its sole cost and expense, may make alterations and additions, install fixtures and partitions, and make such other improvements to the Premises as Tenant deems proper.
8. **UTILITIES AND INSURANCE.** All costs of utilities and insurance associated with WSH during the term of this Lease shall be borne by the Tenant. The parties acknowledge that the Commonwealth of Virginia is self-insured.
9. **DISCLOSURES; NON-WAIVER; APPROPRIATIONS.**
 - (a) Landlord understands and acknowledges that Tenant is an agency of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Commonwealth and Tenant are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
 - (b) Landlord understands and acknowledges that Tenant has not agreed to provide any indemnification or save harmless agreements running to Landlord. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia or Tenant, from tort or other liability.

PG0046 APR 28 10

- (c) Tenant understands and acknowledges that the Landlord is a political subdivision of the Commonwealth of Virginia. With respect to tort liability for any acts or occurrences in any way related to this Lease, including product liability, the Landlord may be: (i) constitutionally immune (or partially immune) from suit, judgment or liability; (ii) insured; or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
- (d) Tenant understands and acknowledges that the Landlord has not agreed to provide any indemnification or save harmless agreements running to Tenant. No provision, covenant or agreement contained in this Lease shall be deemed, in any manner, to be a waiver of any sovereign immunity the Landlord may have from tort or other liability.
- (e) This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Staunton, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.

10. **ENVIRONMENTAL CONDITIONS.**

- (a) In the event the Chief Administrative Office of the Lessor or Lessee becomes aware of the presence of any Hazardous Wastes or Toxic Substances affecting the Demised Premises in violation of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, or Lessee's failure to comply with any of the requirements of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, Lessor or Lessee, as applicable, shall immediately notify the other party orally, to be followed by written confirmation.
- (b) In the event of any Release of any Hazardous Wastes or Toxic Substances affecting the Demised Premises, or in the event Lessee shall fail to comply with any applicable requirements of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, unless any of the aforesaid is due to the conduct of Lessor or a third party unaffiliated with Lessee, Lessee shall, using commercially reasonable, good faith efforts, diligently proceed to restore the Demised Premises to the original condition existing as of the date of this Lease. If Lessee fails to use its commercially reasonable, good faith efforts or to diligently pursue such restoration of the Demised Premises, Lessor may, at its election, and at Lessee's cost and expense but without the obligation to do so, give such notice and/or cause such work to be performed at the Demised Premises and/or take any and all other actions as Lessor shall deem necessary to restore the Demised Premises to the original condition existing as of the date of this Lease.

PG0047 APR 28 10

- (c) As used herein, the term "Hazardous Wastes" shall have the same meaning as set forth in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. and the regulations promulgated thereunder and in the Virginia Hazardous Waste Management Regulations, all as amended from time to time. The term "Toxic Substances" shall include all substances defined pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601(14), as amended from time to time, without limitation, however, as to the quantity of substances released. Further, the term "Toxic Substances" shall also include petroleum as defined at 42 U.S.C. § 6991(8), whether contained above or below ground, and shall include asbestos contained in or comprising building materials or building components. The term "Release" shall have the same meaning as set forth at 42 U.S.C. § 9601(22).
11. **CONDEMNATION.** Landlord shall give immediate notice to Tenant of any discussions, offers, negotiations or proceedings with any party regarding condemnation or taking of any portion of the Premises.
12. **NOTICES.**
- (a) All notices (except as provided in § 15(e)) to Tenant required or permitted under this Lease shall be given in any manner set out in subsection (c) of this Section, to Tenant addressed to:
- Facility Director, Western State Hospital
P.O. Box 2500
Staunton, VA 24402
- With a copy to:
- Division of Real Estate Services
Attn: Director
1111 E. Broad St., 2nd Floor
Richmond, VA 23219
- and a copy to:
- Director, Office of Architectural and Engineering Services
Department of Behavioral Health And Developmental Service
1220 Bank Street; Room 1310
Richmond, VA 23219
- (b) All notices to Landlord required or permitted under this Lease shall be given in any manner set out in subsection (c) of this Section, to Landlord addressed to:
- Chairman, Staunton Industrial Development Authority

PG0048 APR 28 10

c/o Staunton Department of Economic Development
P. O. Box 58
Staunton, VA 24402-0058

With a copy to:

Mr. N. Douglas Noland, Jr.
Black Noland & Read
One Barristers Row
P. O. Box 1206
Staunton, VA 24402-1206

- (c) Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid.
 - (d) Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in this Section.
 - (e) Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.
13. **BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. This Lease shall not be effective or binding unless and until signed by all parties and Tenant obtains the recommendation of the Virginia Department of General Services and the approval of the Governor of Virginia, or his designee, as required by §2.2-1149 of the Code of Virginia (1950), as amended.
14. **ADDITIONAL PROVISIONS.** This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments, exhibits and riders, which are hereby incorporated into this Deed of Lease:

PG0049 APR 28 10

Exhibits: A Site Plan

SIGNATURE PAGES FOLLOW

PG0050 APR 28 10

Lease No. _____

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

LANDLORD:

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE
CITY OF STAUNTON, VIRGINIA
a Political Subdivision of the Commonwealth of VirginiaBy: Joseph A. LeighTitle: ChairmanCOMMONWEALTH OF VIRGINIA
In the City of StauntonThe foregoing instrument was acknowledged before me this 23 day of October,
2009 by Joseph A. Leigh, Chairman, Industrial Development Authority of the City of Staunton,
Virginia.Joan W. Perry

Notary Public Waynesboro, VA

336108

Registration Number

My commission expires: August 31, 2011

PG0051 APR 28 10

TENANT:

COMMONWEALTH OF VIRGINIA
Department of Behavioral Health and Developmental Services

By:

Title:

James Rinehart
Commissioner

COMMONWEALTH OF VIRGINIA

In the City of Richmond

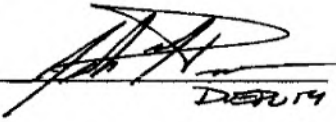
The foregoing instrument was acknowledged before me this 5th day of November, 2009 by James Rinehart, Commissioner, Virginia Department of Behavioral Health and Developmental Services.

Notary Public
Notary Public7120281
Registration NumberMy commission expires: 9/30/2011

PG0052 APR 28 10

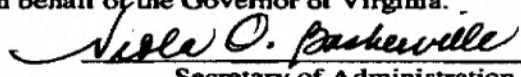
RECOMMEND APPROVAL:**DEPARTMENT OF GENERAL SERVICES**

By:


for Director DEPUTY DIRECTOR

APPROVED BY THE GOVERNOR:

Pursuant to § 2.2-1149 of the Code of Virginia (1950), as amended, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 88 (01) dated December 21, 2001, I hereby approve the acquisition of the Premises pursuant to this Deed of Lease for and on behalf of the Governor of Virginia.


Secretary of Administration

11/09/09
Date

CURVE DATA						
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	LENGTH
C1	39°38'36"	2390.00'	1653.66'	861.47'	N 18°49'13" W	1620.87'
C2	25°13'54"	197.43'	86.94'	44.19'	S 78°32'03" E	86.24'
C3	60°12'29"	62.56'	65.74'	36.27'	N 86°34'09" E	62.76'
C4	30°30'41"	148.64'	79.16'	40.54'	S 32°19'33" E	78.22'
C5	22°01'38"	168.80'	84.90'	32.85'	S 07°44'27" W	64.50'
C6	78°46'06"	97.79'	134.44'	80.28'	N 49°35'04" W	124.10'
C7	51°01'12"	131.92'	117.47'	62.95'	N 38°47'54" W	113.83'
C8	42°20'50"	286.24'	211.56'	110.87'	N 39°01'17" W	206.78'
C9	17°41'14"	490.99'	151.57'	76.39'	N 05°25'10" W	150.97'
C10	106°14'04"	10.98'	20.37'	14.84'	S 36°48'04" E	17.57'
C11	79°54'32"	17.80'	24.83'	14.91'	S 50°07'38" W	22.86'
C12	28°22'21"	498.92'	247.06'	126.12'	S 04°00'49" E	244.55'
C13	44°27'02"	266.72'	206.93'	108.98'	S 40°25'30" E	201.78'
C13A	12°37'18"	131.92'	29.06'	14.59'	S 57°59'51" E	29.00'
C14	44°27'02"	316.72'	245.72'	129.42'	N 40°25'30" W	239.60'
C15	28°22'21"	548.92'	271.82'	138.76'	N 04°00'49" W	269.06'
C16	100°05'28"	17.80'	31.10'	21.25'	N 39°52'22" W	27.29'
C17	73°45'56"	47.08'	60.61'	35.33'	S 53°11'56" W	56.51'
C18	21°07'47"	408.43'	150.62'	76.18'	S 44°00'57" E	149.77'
C19	28°56'53"	228.53'	115.46'	58.99'	S 19°45'28" E	114.24'
C20	06°04'32"	842.70'	89.36'	44.72'	S 00°24'33" E	89.32'
C21	12°41'57"	185.21'	41.05'	20.81'	S 12°23'10" W	40.97'
C22	23°43'51"	2390.00'	989.89'	502.14'	N 26°46'36" W	982.83'
C23	15°54'45"	2390.00'	663.77'	334.03'	N 06°57'17" W	661.64'
C24	21°12'31"	135.75'	50.25'	25.42'	S 64°53'42" E	49.96'
C25	30°31'43"	285.62'	152.19'	77.95'	S 60°14'06" E	150.39'
C26	56°21'46"	452.75'	445.38'	242.57'	S 73°09'08" E	427.64'

LINE	BEARING	DISTANCE
L1	S 78°42'23" E	107.05'
L2	N 30°14'57" E	147.01'
L3	N 60°09'32" W	84.45'
L4	N 36°05'47" E	215.98'
L5	N 42°53'59" E	86.78'
L6	N 64°35'51" E	118.83'
L7	N 73°43'03" E	83.40'
L7A	S 57°56'22" E	65.03'
L8	S 88°15'20" W	218.21'
L9	N 21°43'49" W	134.14'
L10	S 45°17'01" W	48.13'
L11	N 11°50'03" E	54.75'
L12	N 16°23'33" E	64.23'
L13	N 73°36'27" W	50.00'
L14	N 16°23'33" W	63.56'
L15	N 53°57'33" W	107.06'
L16	N 44°34'15" W	50.09'
L17	N 46°11'14" E	28.18'
L18	N 40°06'53" W	295.32'
L19	N 34°48'07" E	70.21'
L20	S 03°47'38" W	24.18'
L21	S 73°33'33" E	40.84'
L22	S 86°40'15" E	9.45'
L23	S 52°22'21" E	203.77'
L24	S 59°34'38" W	48.36'
L25	S 00°15'03" E	53.94'
L26	S 66°16'15" W	63.02'
L27	S 55°52'00" W	90.35'
L28	S 41°36'15" W	153.84'
L29	S 36°26'01" W	100.83'
L30	S 45°19'25" E	182.90'
L31	N 16°18'35" E	301.90'
L32	N 73°41'25" W	170.20'
L33	S 16°18'31" W	210.00'
L34	S 45°19'25" E	10.52'

LINE	BEARING
L35	S 60°09'32" W
L36	S 36°05'47" E
L37	N 42°53'59" E
L38	N 64°35'51" E
L39	N 73°43'03" E
L40A	N 30°14'57" E
L40	N 36°05'47" E
L41	N 42°53'59" E
L42	N 64°35'51" E
L43	N 73°43'03" E
L44	S 57°56'22" E
L45	S 88°15'20" W
L46	N 21°43'49" W

THE COMMONWEALTH OF VIRGINIA, WESTERN STATE HOSPITAL
OBTAINED THE TRACTS SHOWN ON THIS PLAT IN
D.B. 397-P. 374, D.B. 341-P. 94, D.B. 331-P. 324, D.B. 331-P. 322.,

THIS SURVEY WAS PERFORMED WITHOUT A
TITLE REPORT AND MAY NOT INDICATE ALL
ENCUMBRANCES UPON THE PROPERTY.

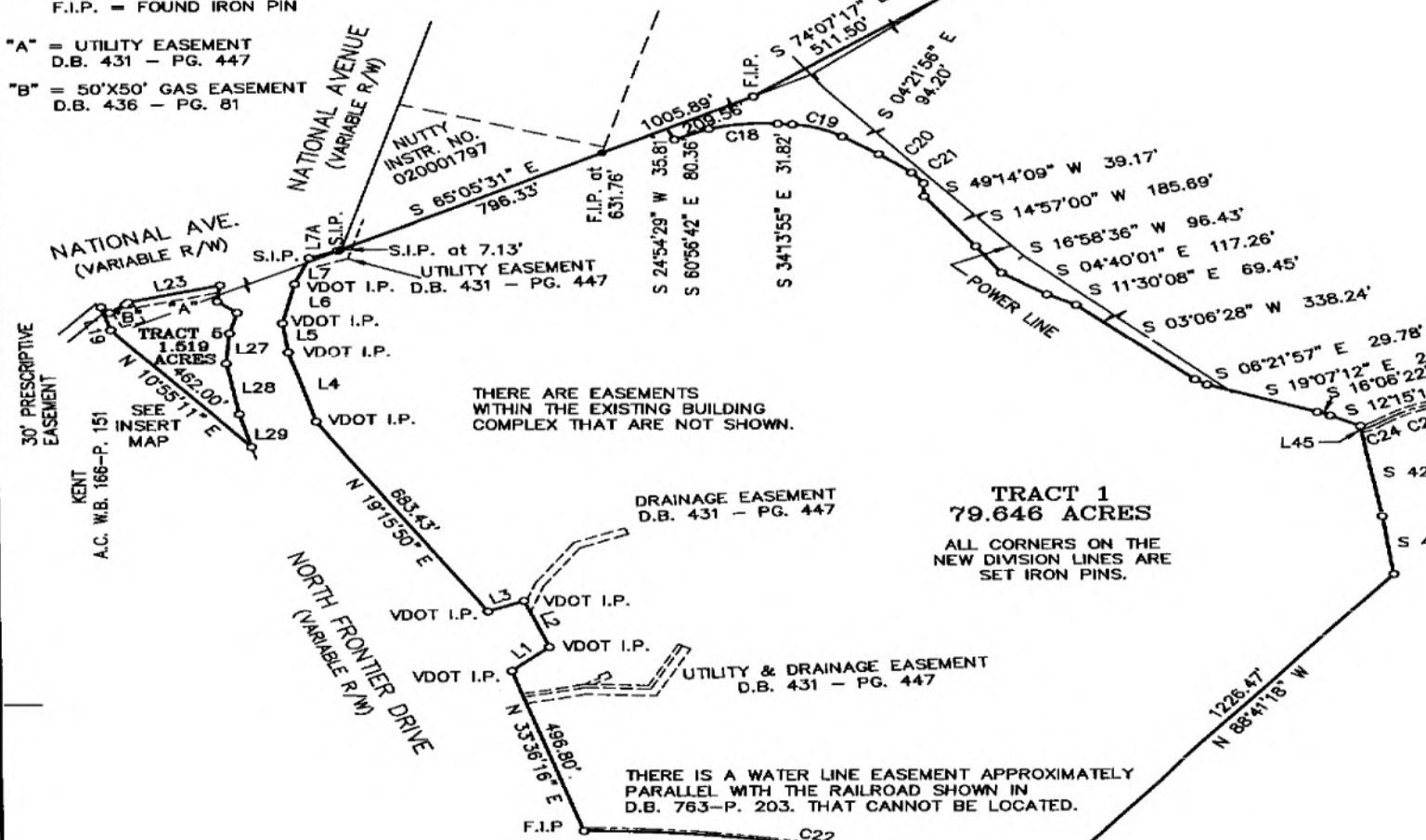
SOME RECORDED EASEMENTS MAY NOT BE SHOWN.

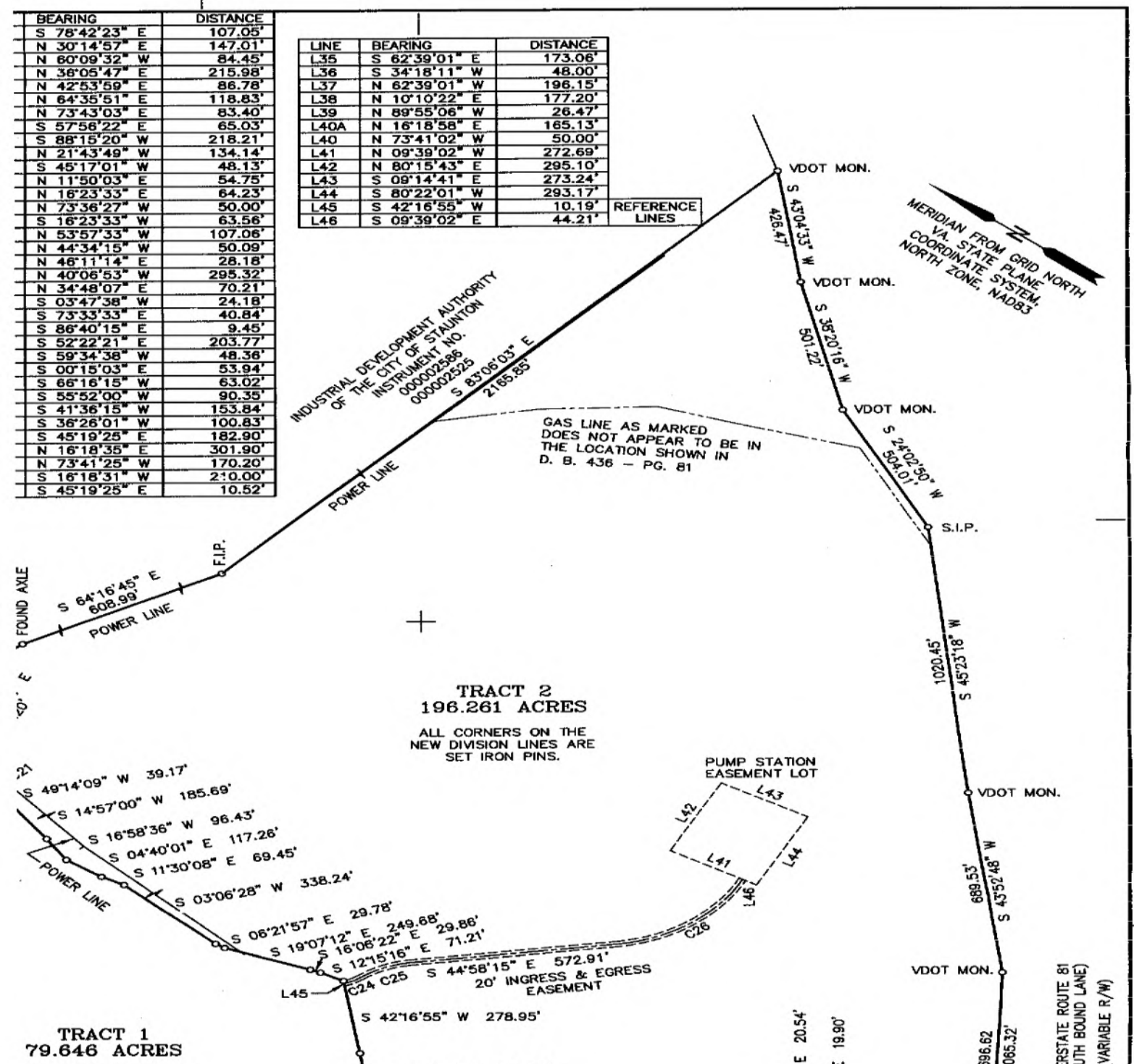
THE EXTERIOR BOUNDARY SURVEY SHOWN HEREON
IS BASED ON A FIELD SURVEY DATED FEB. 12, 2008..

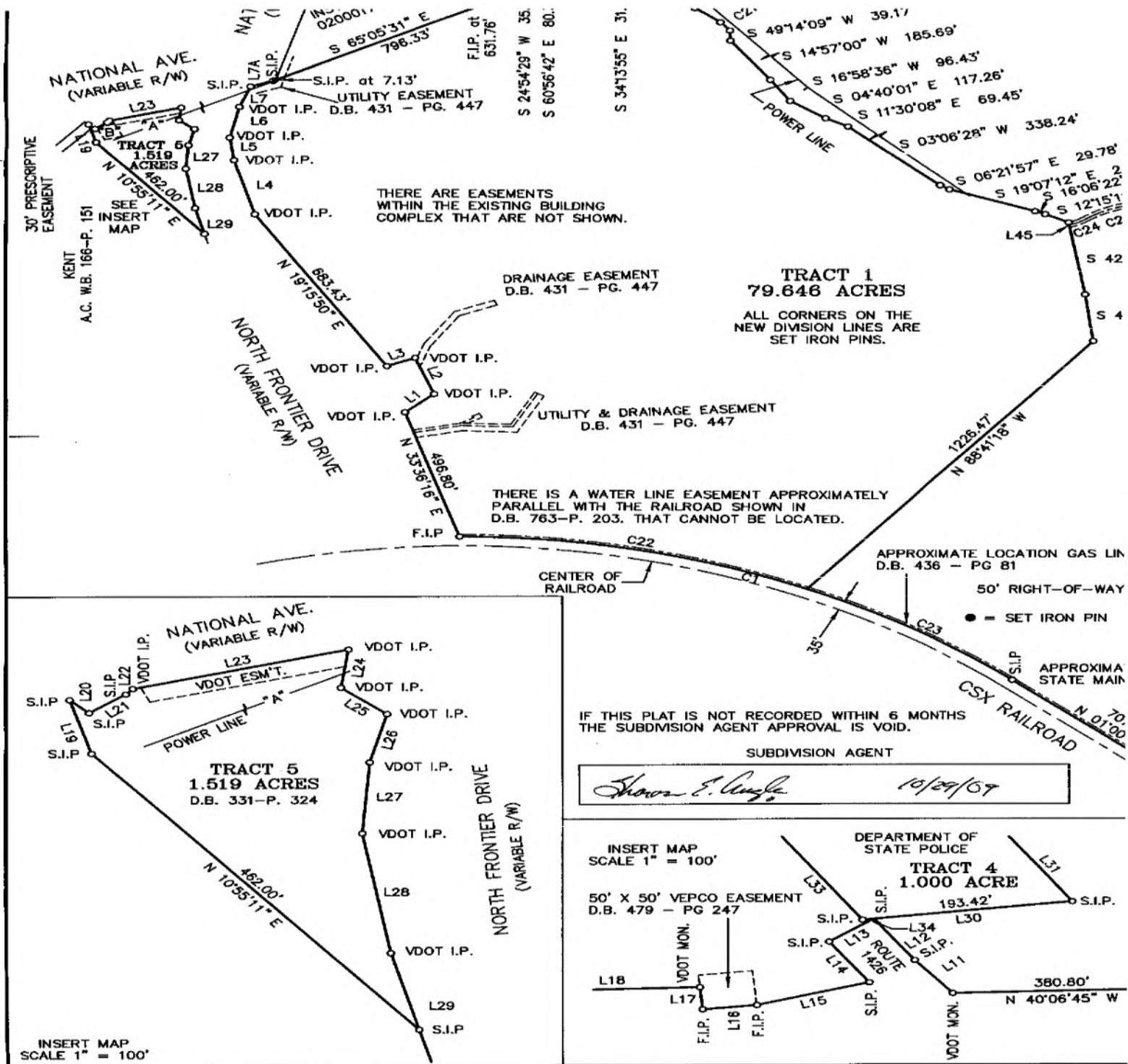
THE NEW DIVISION LINES ARE BASED ON A CURRENT FIELD SURVEY.

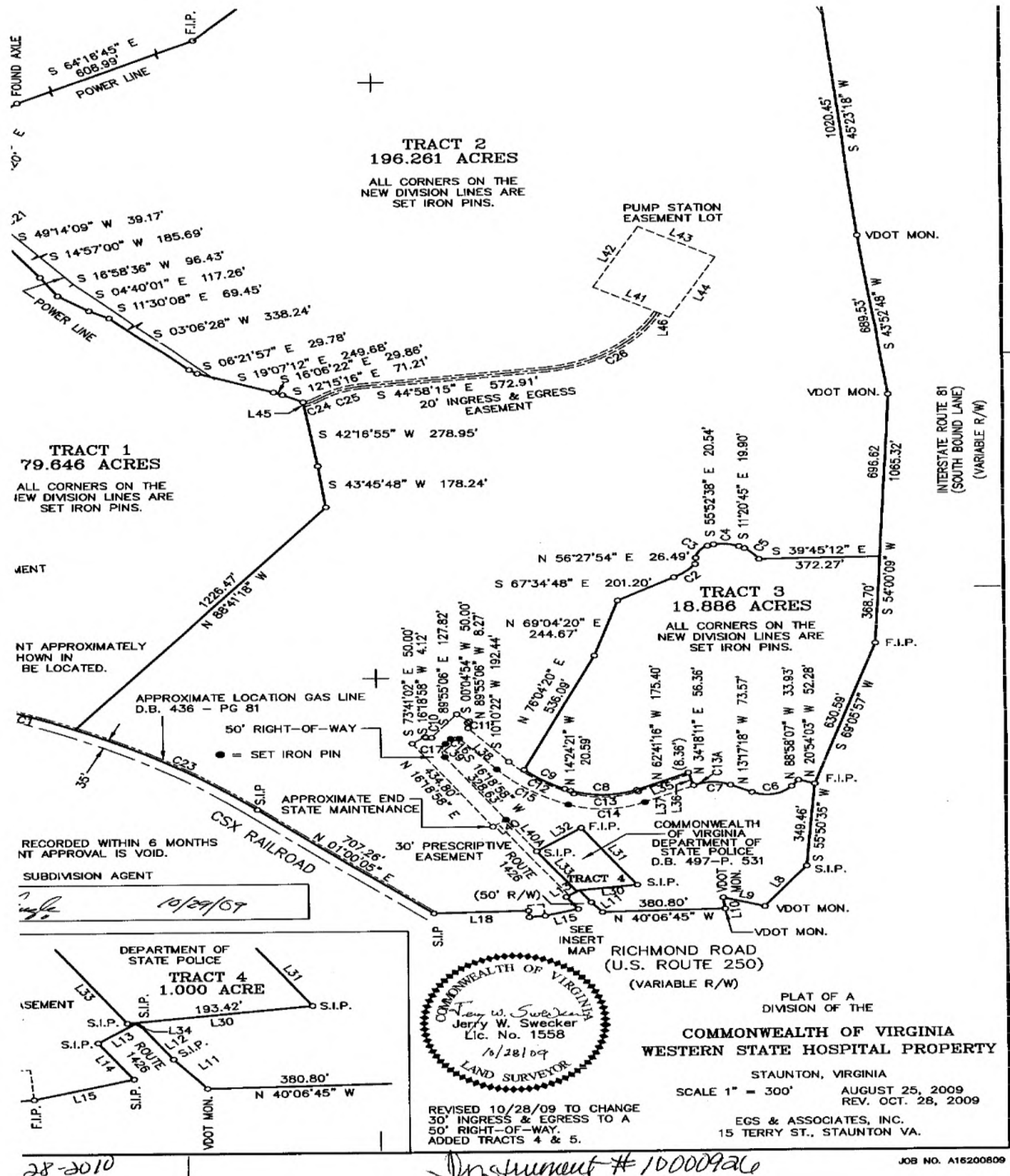
VDOT MON. = VIRGINIA DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT
VDOT I.P. = VIRGINIA DEPARTMENT OF TRANSPORTATION IRON PIN
S.I.P. = SET IRON PIN
F.I.P. = FOUND IRON PIN

"A" = UTILITY EASEMENT
D.B. 431 - PG. 447
"B" = 50'X50' GAS EASEMENT
D.B. 436 - PG. 81









CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	November 9, 2023	Staff Members: Rodney Rhodes Tim Hartless
Item #	C	
Department:	Community Development— Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Areas: Infrastructure, Responsive, Efficient Government	
Subject:	Public Hearing and Consideration of an Amendment to Chapter 18.95, Agricultural-Forestal Districts, of Title 18, Zoning, of the Staunton City Code to Eliminate the Minimum Acreage Requirement for a Parcel to be Added to an Agricultural-Forestal District	

Background: The City's Agricultural-Forestal Districts are established and regulated under The Code of Virginia § 15.2-4300, et al., The Agricultural and Forestal Districts Act, and Staunton City Code (SCC) 18.95, A-1, Agricultural-Forestal Districts. Currently, Chapter 18.95 of the City Code requires that a parcel contain a minimum of 20 acres to be considered for inclusion as an addition to the Agricultural-Forestal Districts. The Code of Virginia does not include a minimum acreage requirement for individual parcels to be added to the Agricultural-Forestal Districts, it only includes a 200-acre minimum for each district. Recently, an application was submitted for the addition of six parcels to the M. O. Carr Agricultural-Forestal District. The six adjoining parcels together contain over 45 acres; however, individually none of the six parcels contain 20 acres. To comply with the current City Code requirements, the applicant would need to seek approval of a minor subdivision, vacating adjoining property lines, to create parcels more than 20 acres. This would entail significant (costly) survey work.

Analysis: At the request of Planning Staff, the City Attorney reviewed both the Code of Virginia § 15.2-4300 and Staunton City Code 18.95. It is the City Attorney's opinion that because the enabling legislation in the Code of Virginia does not specify a minimum acreage requirement, the Staunton City Code cannot specify a minimum acreage requirement. To eliminate this conflict between state law and local ordinance, staff is recommending an amendment to remove the 20-acre minimum requirement.

Based on research conducted by staff, it appears that this 20-acre minimum requirement was added sometime after 2008 (likely during the 2012 renewal). The purpose of adding the 20-acre requirement was to discourage land owners from attempting to add small parcels of land to the Agricultural-Forestal Districts merely to reduce their real estate taxes. It should be noted that State Land Use Tax Law, found in Section 58.1-3200 of the Code of Virginia, includes a five-acre minimum agricultural use requirement, and a 20-acre minimum forestal use requirement to qualify for land use valuation. Eliminating the 20-acre minimum requirement in the Zoning Code would not permit a land owner from qualifying for land use valuation unless they met these minimum requirements in the State Tax Code.

Planning Commission Recommendation:

At its October 19, 2023 meeting, the Planning Commission conducted a public hearing on the request. During the public hearing, no one spoke in opposition to the request. On a 5-0 vote the Commission voted unanimously to recommend approval of the zoning text amendment. If the amendment is approved by City Council, a public hearing on the specific request, to add parcels to an existing Agricultural-Forestal District, will be conducted at a future date.

Attachment: Draft Amendment to SCC 18.95, A-1, Agricultural-Forestal District

Suggested Motion (to be made after the public hearing is conducted): I move that Council adopt the ordinance and approve the amendment as recommended by the Planning Commission.

City Manager: Leslie Beauregard

Ordinance No. 2023-____

**AN ORDINANCE AMENDING
SECTION 18.95.020, DISTRICTS DESIGNATED AND DESCRIBED –
ADDITIONS TO DISTRICT,
OF CHAPTER 18.95, A-1 AGRICULTURAL-FORESTAL DISTRICT
OF TITLE 18, ZONING, OF THE STAUNTON CITY CODE
TO REMOVE THE MINIMUM SIZE REQUIREMENT FOR A PARCEL TO BE
ADDED TO THE DISTRICTS**

Recitals

A. Chapter 18.95 of the Staunton City Code establishes and regulates the A-1, Agricultural-Forestal Districts, in the City of Staunton;

B. Section 18.95.020, Districts designated and described – additions to district, establishes a 20 acre minimum size requirement for parcels of land to be considered for addition to the Agricultural-Forestal Districts;

C. § 15.2-4300 of the Code of Virginia, the Agricultural and Forestal Districts Act, does not provide for a locality to enact such a requirement within a local ordinance;

D. City Staff have determined that Chapter 18.95, A-1 Agricultural-Forestal District, of Title 18, Zoning, of the Staunton City Code should be amended to remove the minimum size requirement and make the local ordinance consistent with the provisions of the Code of Virginia;

E. The Planning Commission of the City of Staunton, after study and review, has properly heard the matter and recommended approval of the text amendment;

F. This matter has been properly advertised, heard, and considered; and

G. These recitals are an integral part of this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that section 18.95.020 of Chapter 18.95, A-1 Agricultural-Forestal District, of Title 18, Zoning, of the Staunton City Code, is **HEREBY AMENDED, RESTATED, AND REORDAINED** as follows:

Chapter 18.95

A-1 AGRICULTURAL-FORESTAL DISTRICT

Sections:

18.95.005 Definitions.

18.95.010 Districts continued.

18.95.020 Districts designated and described – Additions to districts.

18.95.030 Required and permitted uses.

- 44 18.95.040 Overlay.
- 45 18.95.050 Private roads.
- 46 18.95.060 Other conditions.
- 47 18.95.070 Term review.
- 48 18.95.080 Severability.

49 **18.95.005 Definitions.**

50 For purposes of this chapter, the following definitions apply unless otherwise provided herein:

- 51
- 52
- 53
- 54

55
56 **18.95.020 Districts designated and described – Additions to districts.**

57 (1) Districts. The agricultural, or sometimes referred to as agricultural and forestal or
58 agricultural-forestal, districts designated and the land included within the districts are the
59 following:

- 60 (a)
- 61
- 62
- 63

64 (2) Additions to Districts. ~~No additional district shall be established and no land shall be added to~~
65 ~~a district unless the land as a parcel for which application is made totals at least 20 acres and the~~
66 ~~district already has a core of not less than 200 acres in one parcel or in contiguous parcels.~~
67 Additional parcels of land may be added to an existing district at any time by following the
68 process and application deadlines prescribed for the creation of a new district. The assessor for
69 the city of Staunton shall specify an application form and, as necessary, other forms related to
70 any proposed additional district and for proposed land to be added to a district consistent with the
71 provisions of this chapter. (Ord. 2020-16; Ord. 2020-01; Ord. 2015-02; Ord. 2010-29; Ord.
72 2009-06; Ord. 2009-05; Ord. 2004-38. Zoning ordinance Art. 4, § 16).

- 73
- 74
- 75
- 76

77
78
79 In all other respects, the provisions of Title 18, Zoning, of the Staunton City Code
80 remain the same and are hereby restated, confirmed and reordained.

- 81
- 82 Introduced:
- 83 Adopted:
- 84 Effective Date:

Stephen W. Claffey, Mayor

ATTEST: _____
Kiley A. Kesecker,
Clerk of Council

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	November 9, 2023	Staff Members: Rodney Rhodes Tim Hartless
Item #	D	
Department:	Community Development— Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Areas: Infrastructure, Responsive, Efficient Government	
Subject:	Consideration of a Request by D. R. Horton, Inc, to Amend the Final Plat for Old South Village, Section Four, to be Renamed South View, Section Four	

Background: Olde South Village is a Planned Residential Development (PRD) located off Commerce Road and Green Hills Drive. As originally proposed, the subdivision contained a residential area, zoned R-4, High Density Residential District, with 98.6 acres and 317 lots, and a commercial area containing 9.01 acres and 3 lots.

The Special Use Permit for a PRD and the Preliminary Plat for the entire subdivision were approved in January 2006. In the fall of 2007, approval was given for the first section of the development, which included the development of the first 30 residential units.

An amended Preliminary Plat and Master Plan were approved in 2013, reducing the total number of lots to 286.

A Final Plat for section two was approved in 2014, and section three in 2019. Presently, between the three previously approved sections, 83 lots have been approved for development. **The sole purpose of the current Final Plat submission is to change**

the name of the section under development and the name of a street under construction.

Analysis: In May of 2023, a Final Plat for section four was approved by City Council. The Final Plat created 33 new lots with an extension of Stonewall Jackson Boulevard and the creation of a new street which was to be named Antietam Court. The revised Final Plat renames this section to South View, Section Four, and includes the same 33 lots with the same configuration but changes the name of Antietam Court to Rolling Ridge Court. Although construction of the infrastructure is nearly complete, it has not yet been accepted as a public street; therefore, recordation of a revised Final Plat is the appropriate means to satisfy the developer's request to change the street name.

Planning Commission Recommendation:

At its October 19, 2023 meeting, the Planning Commission considered the request. On a 4-0 vote, with one abstention, the Commission voted to recommend approval of the amended Final Plat.

Attachments:

Attachment 1—Final Plat, Olde South Village, Section Four

Attachment 2—Amended Final Plat, South View, Section Four

Suggested Motion: I move that Council approve the amended Final Plat as recommended by the Planning Commission.

City Manager: Leslie Beauregard

Attachment 1

SURVEY NOTES:

- 1) THIS PLAT REPRESENTS A CURRENT FIELD SURVEY.
- 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION DISCLOSED BY SUCH.
- 3) PROPERTY IS LOCATED IN FEMA DEFINED ZONE "X"
MAP NUMBER: 51015C0333D & 51015C0334D
EFFECTIVE DATE: SEPTEMBER 28, 2007
- 4) ALL REAR LOT LINES SHALL HAVE A 10' UTILITY EASEMENT ALONG THE INTERIOR OF EACH LOT. ALL SIDE LOTS LINES SHALL HAVE A 10' UTILITY EASEMENT CENTERED ON EACH LOT LINE.
- 5) ALL PRE-EXISTING PROPERTY LINES ASSOCIATED WITH THE LOT ACQUIRED BY VALLEY ALLIANCE LLC PER INST# 210003814, AND TRANSFERRED TO AUGUSTA OPPORTUNITIES INC PER INST# 220001115 (PARCEL SIX), AND IDENTIFIED AS PID# 10236 BY THE CITY OF STAUNTON ARE HEREBY VACATED.
- 6) ALL BEARINGS AND DISTANCES IN PARENTHESIS ARE FOR STORMWATER EASEMENT
- 7) MAINTENANCE OF ALL OPEN SPACES AND PRIVATE EASEMENTS SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE DEVELOPER UNTIL SUCH TIME THAT THOSE AREAS ARE DEDICATED TO THE HOMEOWNERS' ASSOCIATION.
- 8) STONEWALL JACKSON BOULEVARD AND ANTIETAM COURT AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC STREET PURPOSES.
- 9) THE TEMPORARY TURNAROUND EASEMENT RECORDED AT INST# 080000874 AS SHOWN ON SHEET 3 SHALL BE VACATED AT SUCH TIME AS THE CONSTRUCTION OF STONEWALL JACKSON BOULEVARD IS COMPLETED THROUGH THE INTERSECTION WITH ANTIETAM COURT AND IS ACCEPTED INTO THE MAINTENANCE SYSTEM OF THE CITY OF STAUNTON.
- 10) THE PROPOSED TEMPORARY TURNAROUND EASEMENT SHOWN ON SHEET 3 SHALL BE VACATED AT SUCH TIME AS THE STONEWALL JACKSON BLVD RIGHT-OF-WAY IS EXTENDED AND DEDICATED FOR PUBLIC STREET PURPOSES AND THE ASSOCIATED ROAD IMPROVEMENTS FOR STONEWALL JACKSON BLVD ARE CONSTRUCTED AND ACCEPTED FOR MAINTENANCE BY VDOT.
- 11) ALL REQUIRED DEEDS OF EASEMENT SHALL BE RECORDED AT SAME TIME AS APPROVED FINAL PLAT.

GENERAL NOTES:

OWNER: AUGUSTA OPPORTUNITIES INC
PID# 10435 & PID# 10236
INST# 220001115

EXISTING ZONING: (R-4) HIGH DENSITY RESIDENTIAL
PLANNED RESIDENTIAL DEVELOPMENT
PER CITY COUNCIL MINUTES
DATED JANUARY 12, 2006

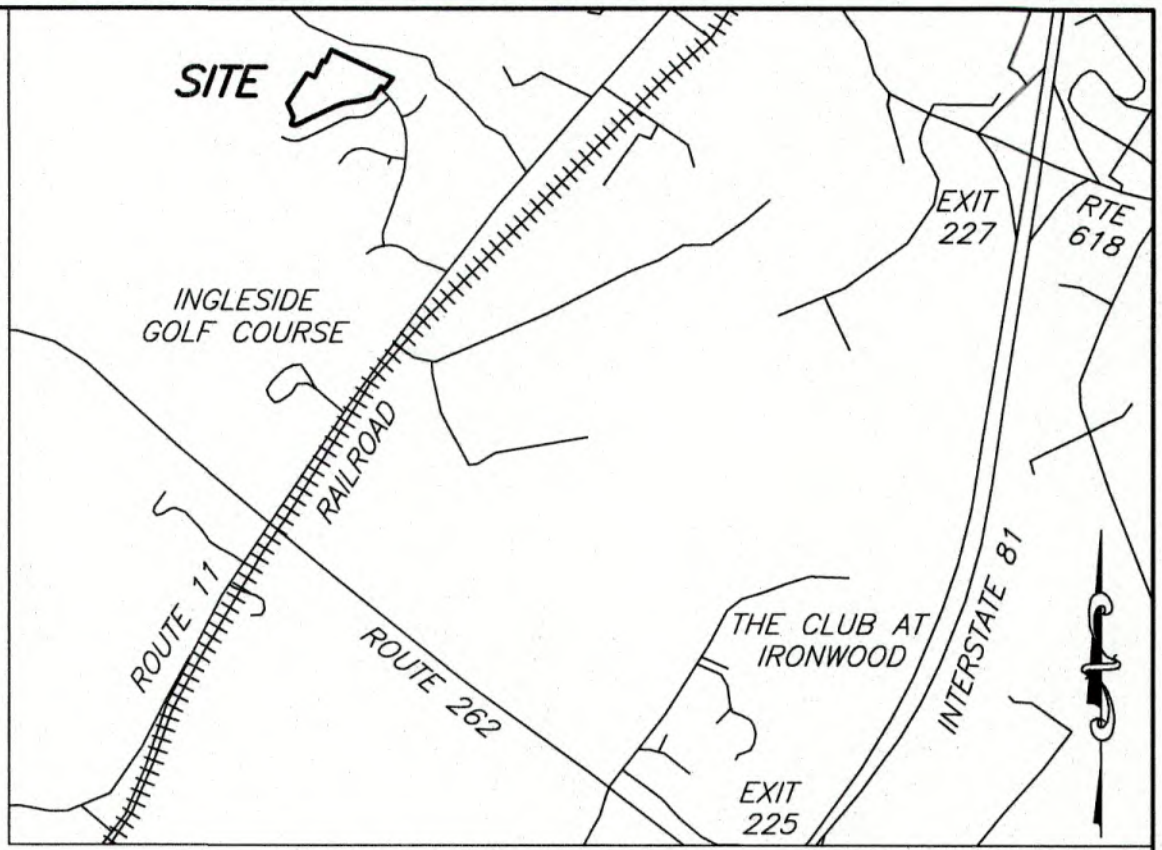
SETBACKS: FRONT = 25 FEET
SIDE = 7 FEET
REAR = 25 FEET

SUBDIVIDER: AUGUSTA OPPORTUNITIES
5061 LEE JACKSON HIGHWAY
GREENVILLE, VA 24440

AGENT: BALZER & ASSOCIATES, INC
104 INDUSTRY WAY, SUITE 102
STAUNTON, VA 24401
540-248-3220 (TEL)

WATER: CITY OF STAUNTON

SEWER: CITY OF STAUNTON



VICINITY MAP (SCALE: 1" ≈ 2000')

AREA TABULATION FOR SECTION FOUR:

PID# 10435 AREA=	65.48 ACS	(BY TAX RECORDS)
PID# 10236 AREA=	+ 0.517 ACS	
TOTAL ORIGINAL AREA=	65.997 ACS	
TOTAL NUMBER OF LOTS= 33		
AREA IN LOTS=	6.978 ACS	
AREA IN ROADS=	1.469 ACS	
AREA IN OPEN SPACE=	+ 1.129 ACS	
TOTAL SUBDIVISION AREA=	9.576 ACS	
TOTAL ORIGINAL AREA=	65.997 ACS	
TOTAL SUBDIVISION AREA=	- 9.576 ACS	
RESIDUAL AREA=	56.421 ACS	

SURVEYOR'S CERTIFICATE

I, DANIEL E. HANSEN, A LAND SURVEYOR DULY LICENSED BY THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS SUBDIVISION KNOWN AS "OLDE SOUTH VILLAGE, SECTION FOUR" IS A PORTION OF THOSE CERTAIN TRACTS OF LAND LAST CONVEYED TO AUGUSTA OPPORTUNITIES INC IN INSTRUMENT #220001115, PARCELS ONE AND SIX, OF RECORD IN THE CLERK'S OFFICE OF THE CITY OF STAUNTON, VIRGINIA.



OWNER'S CONSENT TO DIVISION

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND "OLDE SOUTH VILLAGE, SECTION FOUR" IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

AUGUSTA OPPORTUNITIES INC
AGENT

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Staunton, TO WIT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED

BEFORE ME THIS 27th DAY OF April, 2023.

BY: Phillip Brown

NOTARY: Elizabeth Carol Simmons



CERTIFICATE OF APPROVAL

THIS SUBDIVISION KNOWN AS "OLDE SOUTH VILLAGE, SECTION FOUR" IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

APPROVED BY THE CITY OF STAUNTON

PLANNING COMMISSION _____ DATE _____

CITY COUNCIL _____ DATE _____

***IF THIS PLAT IS NOT RECORDED WITHIN 6 MONTHS, THE SUBDIVISION APPROVAL IS VOID.

OLDE SOUTH VILLAGE
SECTION FOUR

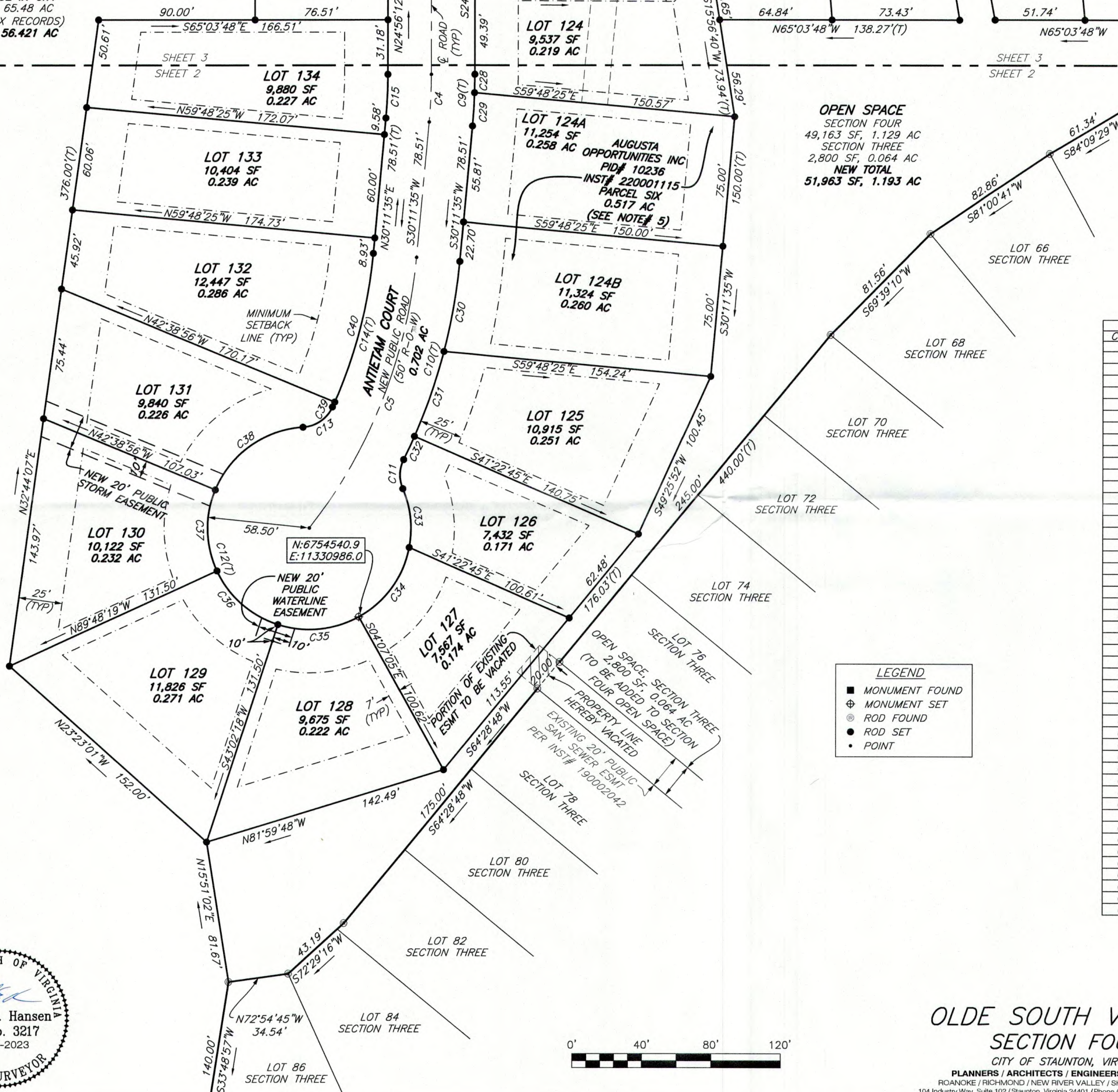
CITY OF STAUNTON, VIRGINIA
PLANNERS / ARCHITECTS / ENGINEERS / SURVEYORS
ROANOKE / RICHMOND / NEW RIVER VALLEY / SHENANDOAH VALLEY
104 Industry Way, Suite 102 / Staunton, Virginia 24401 / Phone (540) 248-3220 / www.balzer.cc

REV: 03-15-2023
DATE: 02-01-2022
SCALE: 1" = 40'
JOB: 34200067.01
DRAWN BY: DEN

SHEET 01 OF 03



AUGUSTA OPPORTUNITIES INC
PID# 10435 (CITY)
TAX MAP# 46-46A (AUG CO)
INST# 220001115
PARCEL ONE
RESIDUE IN CITY
OLD: 65.48 AC
(BY TAX RECORDS)
NEW: 56.421 AC



OPEN SPACE
SECTION FOUR
49,163 SF, 1.129 AC
SECTION THREE
2,800 SF, 0.064 AC
NEW TOTAL
51,963 SF, 1.193 AC

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	720.00'	39.63'	N51°51'34"W	39.63'
C2	695.00'	273.46'	N64°40'31"W	271.70'
C3	695.00'	132.03'	N70°30'19"W	131.83'
C4	300.00'	27.52'	S27°33'54"W	27.51'
C5	300.00'	170.11'	S46°26'15"W	167.84'
C6	670.00'	264.04'	N64°39'27"W	262.34'
C7	720.00'	136.78'	N70°30'19"W	136.57'
C8	25.00'	39.27'	S69°56'12"W	35.36'
C9	325.00'	29.82'	S27°33'54"W	29.80'
C10	325.00'	119.20'	S40°42'01"W	118.53'
C11	20.00'	17.27'	S26°27'52"W	16.74'
C12	58.50'	295.66'	N33°29'23"W	67.46'
C13	20.00'	21.63'	N80°18'48"E	20.59'
C14	275.00'	91.84'	N39°45'37"E	91.41'
C15	275.00'	25.23'	N27°33'54"E	25.22'
C16	25.00'	39.27'	N20°03'48"W	35.36'
C17	670.00'	127.28'	S70°30'19"E	127.09'
C18	720.00'	282.89'	S64°41'31"E	281.07'
C19	670.00'	66.86'	S56°13'36"E	66.83'
C20	670.00'	66.47'	S61°55'40"E	66.45'
C21	670.00'	66.47'	S67°36'44"E	66.45'
C22	670.00'	64.23'	S73°12'04"E	64.21'
C23	720.00'	1.86'	S75°52'25"E	1.86'
C24	720.00'	16.52'	S75°08'33"E	16.52'
C25	720.00'	60.52'	S72°04'38"E	60.50'
C26	720.00'	56.20'	S67°26'00"E	56.18'
C27	720.00'	1.69'	S65°07'49"E	1.69'
C28	325.00'	10.61'	N25°52'19"E	10.61'
C29	325.00'	19.21'	N28°30'00"E	19.20'
C30	325.00'	52.53'	N34°49'23"E	52.47'
C31	325.00'	51.90'	N44°01'42"E	51.85'
C32	325.00'	14.77'	N49°54'20"E	14.77'
C33	58.50'	34.89'	N18°48'26"E	34.38'
C34	58.50'	51.04'	N60°53'15"E	49.44'
C35	58.50'	48.15'	S70°32'24"E	46.80'
C36	58.50'	48.15'	S23°23'01"E	46.80'
C37	58.50'	48.15'	S23°46'22"W	46.80'
C38	58.50'	65.29'	S79°19'31"W	61.96'
C39	275.00'	3.17'	S48°59'52"W	3.17'
C40	275.00'	88.67'	S39°25'49"W	88.29'
C41	670.00'	16.50'	N65°46'07"W	16.50'
C42	670.00'	67.81'	N69°22'25"W	67.79'
C43	670.00'	42.97'	N74°06'38"W	42.96'
C44	720.00'	20.62'	N75°07'37"W	20.62'
C45	720.00'	60.02'	N71°55'06"W	60.00'
C46	720.00'	60.02'	N67°08'32"W	60.00'
C47	720.00'	60.02'	N62°21'58"W	60.00'
C48	720.00'	60.02'	N57°35'25"W	60.00'
C49	720.00'	22.19'	N54°19'09"W	22.19'

LEGEND
■ MONUMENT FOUND
⊕ MONUMENT SET
⊙ ROD FOUND
● ROD SET
• POINT

COMMONWEALTH OF VIRGINIA
Daniel E. Hansen
Lic. No. 3217
03-15-2023
LAND SURVEYOR



OLDE SOUTH VILLAGE
SECTION FOUR
CITY OF STAUNTON, VIRGINIA
PLANNERS / ARCHITECTS / ENGINEERS / SURVEYORS
ROANOKE / RICHMOND / NEW RIVER VALLEY / SHENANDOAH VALLEY
104 Industry Way, Suite 102 / Staunton, Virginia 24401 / Phone (540) 248-3220 / www.balzer.cc

REV: 03-15-2023
DATE: 02-01-2022
SCALE: 1" = 40'
JOB: 34200067.01
DRAWN BY: DEN

SHEET 02 OF 03



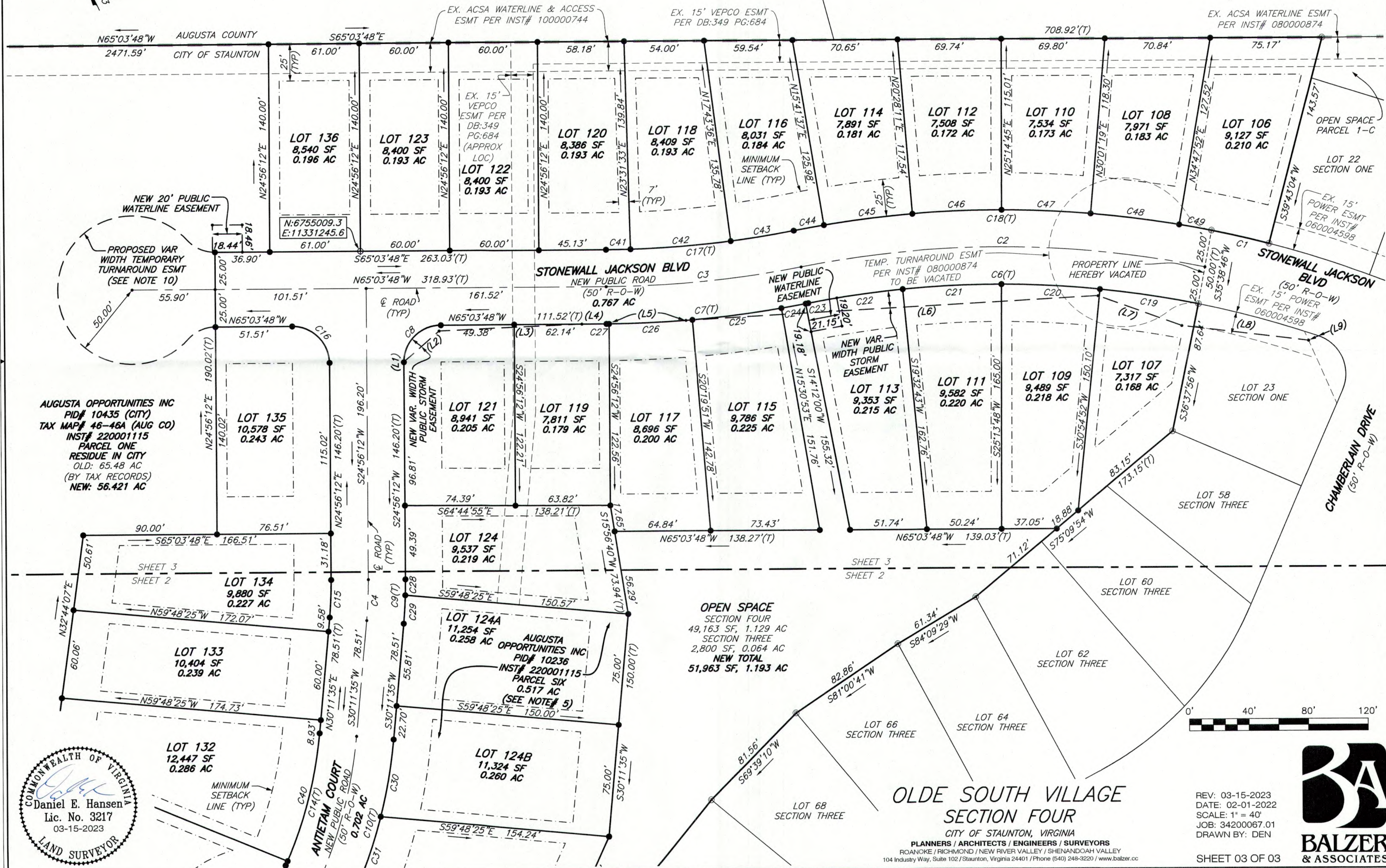


LOT 3, SILVER SUBDIVISION
NANCY LOU SIMMONS
& RODGER HAYMAN SIMMONS
TAX MAP# 46A1-1-3
WF# 140022170

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N25°12'32"E	0.24'
L2	N73°41'25"E	31.68'
L3	S67°22'15"E	96.22'
L4	S65°03'48"E	16.55'
L5	S67°15'39"E	51.85'
L6	S68°08'22"E	277.86'
L7	S45°12'12"E	59.69'
L8	S58°01'35"E	85.87'
L9	S88°29'22"E	7.36'

LOT 2, SILVER SUBDIVISION
NANCY LOU SIMMONS
& RODGER HAYMAN SIMMONS
TAX MAP# 46A1-1-2
WF# 140022170

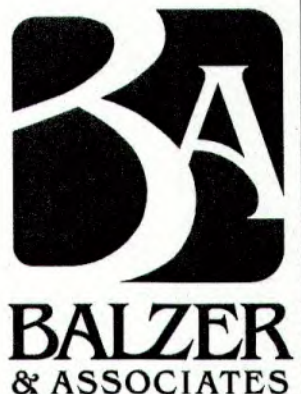
LEGEND	
■	MONUMENT FOUND
⊕	MONUMENT SET
⊙	ROD FOUND
●	ROD SET
•	POINT



OLDE SOUTH VILLAGE
SECTION FOUR
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SHEET 03 OF 03



Attachment 2

SURVEY NOTES:

- 1) THIS PLAT REPRESENTS A CURRENT FIELD SURVEY.
- 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION DISCLOSED BY SUCH.
- 3) PROPERTY IS LOCATED IN FEMA DEFINED ZONE "X"
MAP NUMBER: 51015C0333D & 51015C0334D
EFFECTIVE DATE: SEPTEMBER 28, 2007
- 4) ALL REAR LOT LINES SHALL HAVE A 10' UTILITY EASEMENT ALONG THE INTERIOR OF EACH LOT. ALL SIDE LOTS LINES SHALL HAVE A 10' UTILITY EASEMENT CENTERED ON EACH LOT LINE.
- 5) ALL PRE-EXISTING PROPERTY LINES ASSOCIATED WITH THE LOT ACQUIRED BY VALLEY ALLIANCE LLC PER INST# 210003814, AND TRANSFERRED TO AUGUSTA OPPORTUNITIES INC PER INST# 220001115 (PARCEL SIX), AND IDENTIFIED AS PID# 10236 BY THE CITY OF STAUNTON ARE HEREBY VACATED.
- 6) ALL BEARINGS AND DISTANCES IN PARENTHESIS ARE FOR STORMWATER EASEMENT
- 7) MAINTENANCE OF ALL OPEN SPACES AND PRIVATE EASEMENTS SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE DEVELOPER UNTIL SUCH TIME THAT THOSE AREAS ARE DEDICATED TO THE HOMEOWNERS' ASSOCIATION.
- 8) STONEWALL JACKSON BOULEVARD AND ANTIETAM COURT AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC STREET PURPOSES.
- 9) THE TEMPORARY TURNAROUND EASEMENT RECORDED AT INST# 080000874 AS SHOWN ON SHEET 3 SHALL BE VACATED AT SUCH TIME AS THE CONSTRUCTION OF STONEWALL JACKSON BOULEVARD IS COMPLETED THROUGH THE INTERSECTION WITH ANTIETAM COURT AND IS ACCEPTED INTO THE MAINTENANCE SYSTEM OF THE CITY OF STAUNTON.
- 10) THE PROPOSED TEMPORARY TURNAROUND EASEMENT SHOWN ON SHEET 3 SHALL BE VACATED AT SUCH TIME AS THE STONEWALL JACKSON BLVD RIGHT-OF-WAY IS EXTENDED AND DEDICATED FOR PUBLIC STREET PURPOSES AND THE ASSOCIATED ROAD IMPROVEMENTS FOR STONEWALL JACKSON BLVD ARE CONSTRUCTED AND ACCEPTED FOR MAINTENANCE BY VDOT.
- 11) ALL REQUIRED DEEDS OF EASEMENT SHALL BE RECORDED AT SAME TIME AS APPROVED FINAL PLAT.
- 12) THIS SUBDIVISION PLAT WAS ORIGINALLY RECORDED AS "OLDE SOUTH VILLAGE, SECTION FOUR" AT INSTRUMENT #230001139. IT IS THE INTENT OF THE DEVELOPERS TO RE-RECORD THIS SECTION AS "SOUTH VIEW, SECTION FOUR".

GENERAL NOTES:

OWNER: AUGUSTA OPPORTUNITIES, INC. D.R. HORTON, INC.
PID# 10435 & PID# 10236 (PORTION) PID# 10435 & PID# 10236 (PORTION)
INST# 220001115 INST #230001402 AND #230001487
[OPEN SPACES] [LOTS]

EXISTING ZONING: (R-4) HIGH DENSITY RESIDENTIAL
PLANNED RESIDENTIAL DEVELOPMENT
PER CITY COUNCIL MINUTES DATED JANUARY 12, 2006

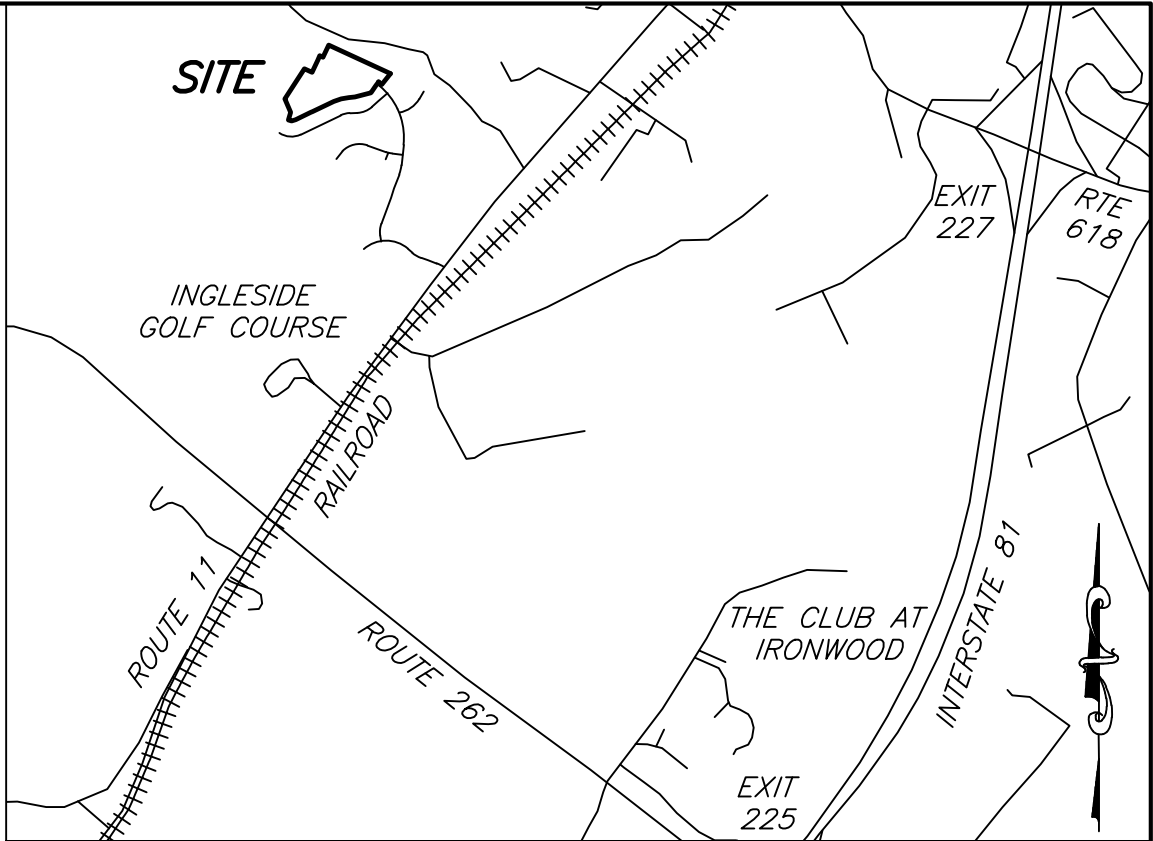
SETBACKS: FRONT = 25 FEET
SIDE = 7 FEET
REAR = 25 FEET

SUBDIVIDER: AUGUSTA OPPORTUNITIES, INC. D.R. HORTON, INC.
5061 LEE JACKSON HIGHWAY 2820 WATERFORD LAKE DRIVE
GREENVILLE, VA 24440 MIDLOTHIAN, VA 23112

AGENT: BALZER & ASSOCIATES, INC
104 INDUSTRY WAY, SUITE 102
STAUNTON, VA 24401
540-248-3220 (TEL)

WATER: CITY OF STAUNTON

SEWER: CITY OF STAUNTON



VICINITY MAP (SCALE: 1" ≈ 2000')

AREA TABULATION FOR SECTION FOUR:

PID# 10435 AREA=	65.48 ACS	(BY TAX RECORDS)
PID# 10236 AREA=	+ 0.517 ACS	
TOTAL ORIGINAL AREA=	65.997 ACS	
TOTAL NUMBER OF LOTS= 33		
AREA IN LOTS=	6.978 ACS	
AREA IN ROADS=	1.469 ACS	
AREA IN OPEN SPACE=	+ 1.129 ACS	
TOTAL SUBDIVISION AREA=	9.576 ACS	
TOTAL ORIGINAL AREA=	65.997 ACS	
TOTAL SUBDIVISION AREA=	- 9.576 ACS	
RESIDUAL AREA=	56.421 ACS	

OWNERS' CONSENT TO DIVISION

THE PLATTING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND "SOUTH VIEW, SECTION FOUR" IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

SURVEYOR'S CERTIFICATE

I, DANIEL E. HANSEN, A LAND SURVEYOR DULY LICENSED BY THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS SUBDIVISION KNOWN AS "SOUTH VIEW, SECTION FOUR" IS A PORTION OF THOSE CERTAIN TRACTS OF LAND LAST CONVEYED TO AUGUSTA OPPORTUNITIES, INC. IN INSTRUMENT #220001115, PARCELS ONE AND SIX, AND TO D.R. HORTON, INC. IN INSTRUMENTS #230001402 AND #130001487, ALL OF RECORD IN THE CLERK'S OFFICE OF THE CITY OF STAUNTON, VIRGINIA.



AUGUSTA OPPORTUNITIES, INC. DATE
AGENT
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, TO WIT:
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, 2023.
BY: _____
NOTARY: _____

D.R. HORTON, INC. DATE
AGENT
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, TO WIT:
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, 2023.
BY: _____
NOTARY: _____

CERTIFICATE OF APPROVAL

THIS SUBDIVISION KNOWN AS "SOUTH VIEW, SECTION FOUR" IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

APPROVED BY THE CITY OF STAUNTON

PLANNING COMMISSION DATE
CITY COUNCIL DATE
***IF THIS PLAT IS NOT RECORDED WITHIN 6 MONTHS, THE SUBDIVISION APPROVAL IS VOID.

SOUTH VIEW
SECTION FOUR

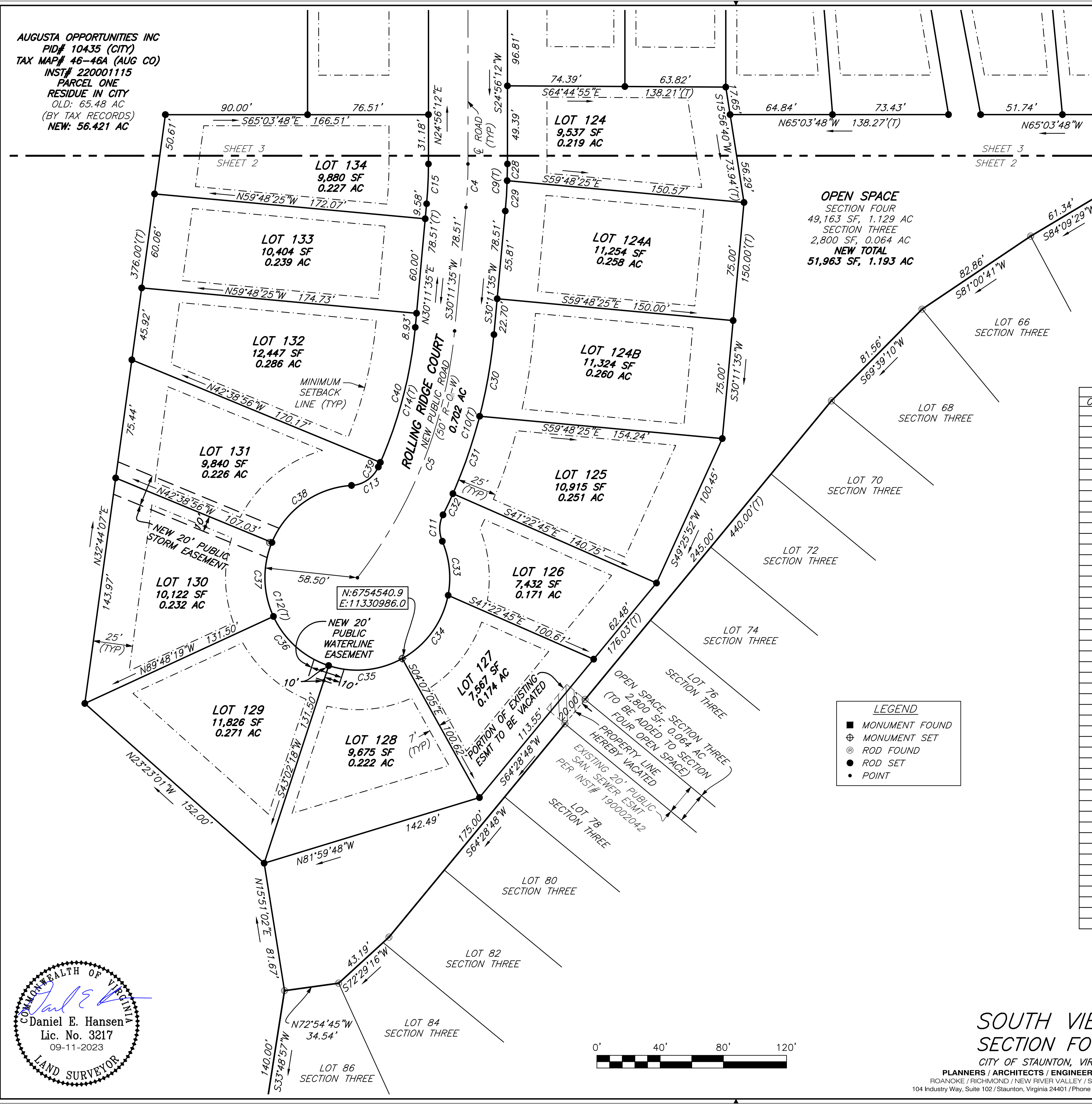
CITY OF STAUNTON, VIRGINIA
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DATE: 09-11-2023
SCALE: 1" = 40'
JOB: 34200067.01
DRAWN BY: DEH

SHEET 01 OF 03



AUGUSTA OPPORTUNITIES INC
PID# 10435 (CITY)
TAX MAP# 46-46A (AUG CO)
INST# 220001115
PARCEL ONE
RESIDUE IN CITY
OLD: 65.48 AC
(BY TAX RECORDS)
NEW: 56.421 AC



OPEN SPACE
SECTION FOUR
49,163 SF, 1.129 AC
SECTION THREE
2,800 SF, 0.064 AC
NEW TOTAL
51,963 SF, 1.193 AC

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	720.00'	39.63'	N51°51'34"W	39.63'
C2	695.00'	273.46'	N64°40'31"W	271.70'
C3	695.00'	132.03'	N70°30'19"W	131.83'
C4	300.00'	27.52'	S27°33'54"W	27.51'
C5	300.00'	170.11'	S46°26'15"W	167.84'
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C12	58.50'	295.66'	N33°29'23"W	67.46'
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C14	275.00'	91.84'	N39°45'37"E	91.41'
C15	275.00'	25.23'	N27°33'54"E	25.22'
C16	25.00'	39.27'	N20°03'48"W	35.36'
C17	670.00'	127.28'	S70°30'19"E	127.09'
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C24	720.00'	16.52'	S75°08'33"E	16.52'
C25	720.00'	60.52'	S72°04'38"E	60.50'
C26	720.00'	56.20'	S67°26'00"E	56.18'
C27	720.00'	1.69'	S65°07'49"E	1.69'
C28	325.00'	10.61'	N25°52'19"E	10.61'
C29	325.00'	19.21'	N28°30'00"E	19.20'
C30	325.00'	52.53'	N34°49'23"E	52.47'
C31	325.00'	51.90'	N44°01'42"E	51.85'
C32	325.00'	14.77'	N49°54'20"E	14.77'
C33	58.50'	34.89'	N18°48'26"E	34.38'
C34	58.50'	51.04'	N60°53'15"E	49.44'
C35	58.50'	48.15'	S70°32'24"E	46.80'
C36	58.50'	48.15'	S23°23'01"E	46.80'
C37	58.50'	48.15'	S23°46'22"W	46.80'
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C39	275.00'	3.17'	S48°59'52"W	3.17'
C40	275.00'	88.67'	S39°25'49"W	88.29'
C41	670.00'	16.50'	N65°46'07"W	16.50'
C42	670.00'	67.81'	N69°22'25"W	67.79'
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C45	720.00'	60.02'	N71°55'06"W	60.00'
C46	720.00'	60.02'	N67°08'32"W	60.00'
C47	720.00'	60.02'	N62°21'58"W	60.00'
C48	720.00'	60.02'	N57°35'25"W	60.00'
C49	720.00'	22.19'	N54°19'09"W	22.19'

LEGEND	
■	MONUMENT FOUND
⊕	MONUMENT SET
⊗	ROD FOUND
●	ROD SET
•	POINT

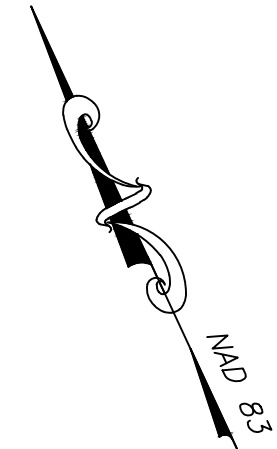


SOUTH VIEW
SECTION FOUR

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LOT 3, SILVER SUBDIVISION
NANCY LOU SIMMONS
& RODGER HAYMAN SIMMONS
TAX MAP# 46A1-1-3
WF# 140022170

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N25°12'32"E	0.24'
L2	N73°41'25"E	31.68'
L3	S67°22'15"E	96.22'
L4	S65°03'48"E	16.55'
L5	S67°15'39"E	51.85'
L6	S68°08'22"E	277.86'
L7	S45°12'12"E	59.69'
L8	S58°01'35"E	85.87'
L9	S88°29'22"E	7.36'

LOT 2, SILVER SUBDIVISION
NANCY LOU SIMMONS
& RODGER HAYMAN SIMMONS
TAX MAP# 46A1-1-2
WF# 140022170

LEGEND	
■	MONUMENT FOUND
⊕	MONUMENT SET
⊙	ROD FOUND
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•	POINT



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BALZER & ASSOCIATES