

Bradley E. Grose, Mayor
Robert R. Altice, Councilmember
Carolyn D. Fidler, Vice Mayor
Matthew S. Hare, Councilmember
William "Wes" Nance, Councilmember



Vinton Municipal Building
311 South Pollard Street
Vinton, VA 24179
(540) 983-0607

Vinton Town Council
Regular Meeting
Tuesday, December 20, 2011

AGENDA

Consideration of:

- A. 7:00 p.m. - ROLL CALL AND ESTABLISHMENT OF A QUORUM**
- B. MOMENT OF SILENCE**
- C. PLEDGE OF ALLEGIANCE TO THE U. S. FLAG**
- D. CONSENT AGENDA**
1. Consider approval of minutes for Council Meeting of December 6, 2011.
 2. Consider approval of minutes of Special Council Meeting of December 8, 2011.
 3. Consider adoption of a Resolution reappointing Robert W. Benninger to Vinton Board of Zoning Appeals.
 4. Consider adoption of a Resolution appointing Christopher S. Lawrence to the Roanoke Valley Resource Authority Board.
- E. AWARDS, RECOGNITIONS, PRESENTATIONS**
1. Officer of the Month for November, 2011 – Stephen Foutz
- F. CITIZENS' COMMENTS AND PETITIONS** - This section is reserved for comments and questions for issues not listed on the agenda.

G. PUBLIC HEARING

1. Request from Appalachian Power Company, a Virginia corporation, a unit of American Electric Power, to purchase from the Town certain permanent rights of way and easements for the Huntington Court Transmission Line.
 - a. Report from Staff
 - b. Conduct Public Hearing
 - c. Consider adoption of an Ordinance approving the purchase and conveyance of the subject rights of way and easements.

H. TOWN ATTORNEY

I. TOWN MANAGER

J. MAYOR

K. COUNCIL

1. Finance Committee Report – October 2011

L. ADJOURNMENT

NOTICE OF INTENT TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.
Reasonable efforts will be made to provide assistance or special arrangements to qualified individuals with disabilities in order to participate in or attend Town Council meetings. Please call (540) 983-0607 at least 48 hours prior to the meeting date so that proper arrangements may be made.

NEXT TOWN COUNCIL MEETING:

- January 3, 2012- 7:00 p.m. – **Regular Council Meeting – Council Chambers**

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 6:00 P.M. ON TUESDAY, DECEMBER 6, 2011, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

MEMBERS PRESENT: Bradley E. Grose, Mayor
Carolyn D. Fidler, Vice Mayor
Robert R. Altice
Matthew S. Hare
William W. Nance

STAFF PRESENT: Christopher S. Lawrence, Town Manager
Susan N. Johnson, Town Clerk
Elizabeth Dillon, Town Attorney
Barry Thompson, Finance Director/Treasurer
Stephanie Dearing, Human Resources Director
Benjamin Cook, Police Chief
Anita McMillan, Planning and Zoning Director

The Mayor called the meeting to order at 6:00 p.m. The Town Manager called the roll with Council Member Altice, Council Member Hare, Council Member Nance, Vice Mayor Fidler and Mayor Grose present.

Roll call

The Mayor advised that Council needed to go into a Closed Meeting pursuant to Section 2.2-3711 (A) (1) of the Code of Virginia, as amended, for discussion or consideration of personnel matters relating to the Police Chief position and pursuant to Section 2.2-3711 A (3) of the 1950 Code of Virginia, as amended, for discussion or consideration of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body relating to purchase of right of way easements by Appalachian Power Company for the Huntington Court Transmission Line. On motion by Mr. Hare, seconded by Mr. Nance, with a vote of 5-0, Council went into Closed Meeting at 6:05 p.m.

At 7:00 p.m., the regular meeting reconvened. The Mayor welcomed those in attendance and after a Moment of Silence, Mr. Altice led the Pledge of Allegiance to the U.S. Flag.

Under consent agenda, upon motion by Mr. Nance, seconded by Mr. Hare, with a 5-0 vote, Council approved the minutes as presented.

Approved minutes of November 15, 2011 and November 30, 2011

The Town Manager read a portion of a report prepared by the Public Works Director relating to the Town's recycling program. The Virginia Department of Environmental Quality recently released the Calendar Year 2010 Annual Recycling Rate Report and Vinton's rate of 51.8% ranked 7th in the Commonwealth amongst 71 Solid Waste Planning Units, which represent 324 cities, towns, and counties. This is the third time in the past four years that Vinton placed in the top ten statewide

and the fifth consecutive year placing in the top 15 statewide. The Town Manager then expressed his appreciation to the dedicated efforts of Public Works staff, namely Sandra Jacobs, Brenda McGuire, Bo Cherry, and Eddie Cooper. Brenda McGuire was present at the meeting. The Mayor also expressed his thanks to the Public Works staff.

The next item on the agenda was to conduct a Public Hearing on the application from Potomac Foods Real Estate, LLC, to rezone three parcels of land off Bedford Road from R-3 Residential to GB General Business District to expand Bojangles' Restaurant parking areas and associated improvements.

Anita McMillan, Planning and Zoning Director, made brief comments on the application. The Planning Commission had its Public Hearing on November 3, 2011, and unanimously recommended to Town Council that the rezoning be approved. However, some members of the Planning Commission requested that Bojangles, through Mr. Seymour, consider addressing the concerns expressed by Renita McMillan at their Public Hearing. Her concerns related to her property value, the dumpster, lighting, safety, lack of sidewalks, parking and the circulation within the existing parking lot.

Ms. McMillan indicated that based on her concerns, Mr. Seymour and Mr. Crew have assured staff and the Planning Commission that they will consider relocating the dumpster closer to the service center and with future dumpster service will ask for them to empty the dumpster between 9 a.m. and 7 p.m. instead of the early morning hours.

The Mayor asked about proffers and Ms. McMillan indicated that they have not submitted proffers, but they will provide what is required by the current zoning ordinance.

The Town Attorney indicated that proffers have to be voluntarily tendered and signed before the Public Hearing, so there are no proffers. If there are proffers that the applicant wanted to tender, Council could refer back to the Planning Commission, but if not, would still have to have another Public Hearing.

Mr. Seymour indicated that he has cancelled his service with Waste Management because they are not willing to change their schedule and he is in the process of talking with two other providers.

Mr. Nance asked about the two revised development plans, one with the storage building and one without. Ms. McMillan answered that they are not able to meet the required setback for the storage building. Mr. Nance commented on the relocation of the dumpster and Ms. McMillan indicated that a restaurant has to have a dumpster, but we cannot dictate where it is to be located.

Mr. Ben Crew with Balzer and Associates, Inc. made brief comments of clarification. The final plan shows the relocation of the dumpster and the omission of the outside storage area. They will do the same landscaping, same buffering and same entrance location.

The Mayor then declared the Public Hearing open. Renita McMillan of 932 Bedford Road indicated she appreciated Mr. Seymour's efforts in relocating the dumpster and that if Council approves the plan for the expansion, that the application be approved with the changes. The original location of the original dumpster is a major concern of hers.

The Mayor asked if any deviation from the final plan would have to come back to Council. The Town Attorney indicated that Council could not enforce it unless it is proffered.

Mr. Nance commented that when Mr. Seymour came before the Board of Zoning Appeals in 1999 that he went out of his way to attempt to alleviate as many concerns of the residents as he could and he had no concerns that Mr. Seymour will not go by the final plan that he has submitted. Hearing no further public comments, the Mayor closed the Public Hearing.

Upon motion by Mr. Nance, seconded by Mr. Altice, with 5-0 vote, Council adopted the Ordinance approving the rezoning as presented.

The next item on the agenda related to the June 30, 2011, Comprehensive Annual Financial Report by Brown Edwards & Company, LLP. Barry Thompson, Finance Director/Treasurer, made brief comments before introducing John Aldridge of Brown Edwards. Mr. Thompson indicated that this year's report is an improvement over the year before. Also, the Finance Department has submitted its transmittal to the State which was due December 1st and Lijah Robinson, the new Accounting Manager, prepared the transmittal this year and this was an expense that was reduced from the audit.

Mr. Aldridge made brief comments on the report, specifically page 1 which issued a clean opinion on the financial report, and page 3 which is the Management's Discussion and Analysis. He also commented on other parts of the audit report as well as the Financial Analysis Report.

The Mayor expressed his thanks to Brown Edwards, our Finance Department and Finance Committee for their work as well as the Town Manager. The Town Manager expressed his thanks to Brown Edwards and the working relationship they have with the Town.

Approved Ordinance No. 919 for rezoning of three parcels of land off Bedford Road; two vacant parcels and 953 Bedford Road, tax map numbers 060.20-07-29.00, 060.20-07-30.00, and 060.20-07-31.00, from R-3 Residential District to GB General Business District.

Upon motion by Mr. Hare, seconded by Mr. Altice, with 5-0 vote, Council adopted the Resolution as presented.

Approved Resolution No. 1945 receiving and accepting the June 30, 2011 Comprehensive Annual Financial Report prepared by Brown Edwards & Company, L.L.P.

The Town Manager briefed Council on a Supplemental Agreement with Norfolk Southern and the Town relating to the Glade-Tinker Creek Wastewater Interceptor line.

When this project was first put out to bid, and the bids were substantially above the funds available, it was decided to reuse the existing sewer line to reduce costs. The use of the existing crossing trench requires a supplemental agreement to the June 12, 1951 License Agreement. The revised design is presently under review by U.S. Army Corps of Engineers and U.S. Fish & Wildlife because of the crossing's close proximity to Glade Creek, but the supplemental agreement with Norfolk Southern is necessary and needs to be executed now.

Mr. Hare asked if there is any idea of the savings by doing it this way and it was indicated that there is no exact figure, but it should help reduce the costs of the project. Upon motion by Mr. Altice, seconded by Mr. Nance, with a 5-0 vote, Council adopted the Resolution as presented.

Approved Resolution No. 1946 authorizing Town Manager to execute Supplemental Agreement with Norfolk Southern Railway Company to revise a License Agreement dated June 15, 1951.

The Town Manager announced the resignation of Mike Kennedy as the Public Works Director, who will become the Public Works Director for the City of Lexington. His last day with Vinton will be Friday, December 16th. He also reminded Council of the Employee Luncheon on December 15th at the War Memorial; the Volunteer First Aid Crew Christmas Dinner at the War Memorial on December 16th and the Volunteer Fire Department's at the Fire Station on December 17th.

The Mayor indicated that he had received positive comments on the Christmas parade and expressed thanks to all who worked on the parade. He indicated that the owner of Charity Cottage expressed his appreciation to the Police and Public Works Departments and also for how fast the streets were cleaned after the parade. He also mentioned a compliment from a citizen who served on a recent Grand Jury and how impressed they were with the presentation given by Detective Sgt. Valerie Cummings.

Comments from Council Members: Mr. Hare also commented on the Christmas parade and his appreciation to staff for the work they have done to get the Town in a better financial situation. He also commended Lijah Robinson for his work in the Finance Department and the Town Manager for his good management. Mr. Nance also expressed his appreciation to the Finance Department and Staff for the good audit report. He commented on the Christmas Parade and expressed his appreciation and thanks to Mike Kennedy and stated that the Public Works Department is where it is

today because of him. Mr. Altice asked that we recognize Mike Kennedy in some fashion. Vice Mayor Fidler commented on Mike Kennedy and also reiterated the comments made by the Mayor on Detective Sgt. Valerie Cummings. Ms. Fidler made a suggestion for a skate park at the site of the old Steve's Garage that has been demolished and that she would be willing to solicit funds to help with the costs. She also made comments on the audit report.

The Mayor expressed his appreciation to Mike Kennedy. He mentioned a Proclamation that will declare Virginia Department of Housing and Community Development Day on January 9, 2012.

Vice Mayor Fidler mentioned an incident where a child had been badly burned and that Mr. Norman Smith had complimented Officer Michael Byrd on how he handled the situation.

Mr. William Booth asked what property Ms. Fidler was referring to for the skate park and she responded the property behind the Municipal Building, across from the Fire Station.

The meeting was recessed at 8:14 p.m. to go back into Closed Meeting.

At 8:20 p.m., the regular meeting reconvened and the Certification that the Closed Meeting was held in accordance with State Code requirements was approved on motion by Mr. Nance, seconded by Mr. Altice, with a 5-0 vote. The meeting was adjourned at 8:25 p.m.

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk

AT A CLOSED MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, DECEMBER 6, 2011 AT 6:00 P.M. AT THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

**CERTIFICATION THAT A CLOSED MEETING WAS HELD
IN CONFORMITY WITH THE CODE OF VIRGINIA**

WHEREAS, the Town Council of the Town of Vinton, Virginia has convened a closed meeting on this date, pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and,

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Vinton Town Council that such closed meeting was conducted in conformity with Virginia Law.

NOW, THEREFORE, BE IT RESOLVED that the Vinton Town Council hereby certifies that to the best of each member's knowledge:

1. Only public business matters lawfully exempted from opening meeting requirements by Virginia law were discussed in the closed meeting to which this certification applies; and
2. Only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Town Council.

Motion made by Council Member Nance, and seconded by Council Member Altice, with all in favor.

Clerk of Council

MINUTES OF A SPECIAL MEETING OF VINTON TOWN COUNCIL HELD AT 5:45 P.M. ON THURSDAY, DECEMBER 8, 2011, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

MEMBERS PRESENT: Bradley E. Grose, Mayor
Carolyn D. Fidler, Vice Mayor
Robert R. Altice
Matthew S. Hare
William W. Nance

STAFF PRESENT: Christopher S. Lawrence, Town Manager
Susan N. Johnson, Town Clerk
Consuella Caudill, Assistant Town Manager/Economic
Development Manager
Mike Kennedy, Public Works Director
Joey Hiner, Assistant Public Works Director
Benjamin Cook, Police Chief

The Mayor called the meeting to order at 5:55 p.m. The Town Clerk called the roll with Council Member Altice, Council Member Hare, Council Member Nance, Vice Mayor Fidler, and Mayor Grose present. Roll call

The Mayor welcomed those in attendance and after a Moment of Silence, Mr. Altice led the Pledge of Allegiance to the U.S. Flag.

The Mayor indicated that the purpose of the special meeting is to appoint the new Chief of Police for the Town. He made brief comments about the tragedy at Virginia Tech today and how it emphasized the importance of our police departments and then called for the nomination.

Upon motion by Mr. Altice, seconded by Mr. Nance, with a 5-0 vote, Benjamin Cook was appointed the new Chief of Police. Appointed Benjamin Cook as the new Police Chief

Police Chief Benjamin Cook expressed his appreciation for the appointment and made brief comments. Following Chief Cook's comments, Council Members and the Mayor made comments and expressed their congratulations.

The Town Manager congratulated Chief Cook and briefly explained the interview process from the initial advertisement to the final selection of Chief Cook.

The Mayor opened the floor for any comments and Amanda Overfelt congratulated Chief Cook on his appointment.

Upon motion by Mr. Hare, seconded by Mr. Nance, with a 5-0
vote, the meeting was adjourned at 6:10 p.m.

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk

RESOLUTION NO.

AT A REGULAR MEETING OF VINTON TOWN COUNCIL HELD ON TUESDAY, DECEMBER 20, 2011, AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

WHEREAS, Robert W. Benninger's five-year term on the Vinton Board of Zoning Appeals will expire on January 16, 2012; and,

WHEREAS, according to the Board of Zoning Appeals' By-laws, members are appointed for three-year terms by the Town Council and may be appointed to succeed themselves in office; and,

WHEREAS, Mr. Patterson has been contacted and is willing to continue serving on this Board, subject to reappointment by Town Council.

NOW, THEREFORE, BE IT RESOLVED, that the Vinton Town Council does hereby nominate to the Roanoke County Circuit Court the reappointment of Robert W. Benninger to a five-year term on the Vinton Board of Zoning Appeals that will run from January 17, 2012 through January 16, 2017.

This Resolution adopted by consent on motion made by Council Member _____, and seconded by Council Member _____, with the following votes recorded:

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk

RESOLUTION NO

AT A REGULAR MEETING OF VINTON TOWN COUNCIL HELD ON TUESDAY, DECEMBER 20, 2011, AT 7:00 PM, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

WHEREAS, Michael Kennedy's four-year term on the Roanoke Valley Resource Authority Board (RVRA) will expire on December 31, 2011; and,

WHEREAS, Michael Kennedy is not eligible for reappointment to the RVRA due to the fact that he has resigned from his position as the Town's Director of Public Works effective December 16, 2011; and

WHEREAS, Christopher S. Lawrence, the Town Manager, will serve as the town's representative on the RVRA, subject to appointment by Town Council.

NOW, THEREFORE, BE IT RESOLVED, that the Vinton Town Council does hereby appoint Christopher S. Lawrence to a four-year term on the Roanoke Valley Resource Authority Board that will run from January 1, 2012 through December 31, 2016.

This Resolution adopted by consent on motion made by Council Member _____, and seconded by Council Member _____, with the following votes recorded:

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk



Vinton Police Department

311 SOUTH POLLARD STREET
VINTON, VIRGINIA 24179

PHONE (540) 983-0617
FAX (540) 983-0624

BENJAMIN L. COOK
CHIEF OF POLICE

A State Accredited Agency

To: Stephen Foutz, Police Officer

From: Benjamin L. Cook, Chief of Police

Date: December 8, 2011

Subject: Officer of the Month – November 2011

Congratulations! You have been nominated and selected as Officer of the Month for November 2011.

On November 18th 2011, you answered a hit and run call at the intersection of Virginia Avenue and 2nd Street. Two parked vehicles had been struck and the operator of the suspect vehicle was reported to have been driving erratically. Neither the suspect nor the vehicle could be located initially, but you later found a subject walking on 2nd Street and he appeared to be impaired. He stated that he was looking for his vehicle, the description of which closely matched that of the hit and run vehicle. You arrested the subject for Drunk in Public. The vehicle involved in the hit and run was located at a later time which belonged to the subject arrested earlier. A search warrant was obtained for the car and evidence of drug use was found. Very positive comments were made by the magistrate as to the search warrant affidavit, which was your first.

On November 25th 2011, you conducted a traffic stop which turned into a DUI arrest. After further investigation, you located 21.2 grams of cocaine. The driver and the two passengers were charged with felony possession of narcotics.

Your attention to detail and ability to conduct thorough investigations make you well deserving of this recognition. You are a credit to the department and the community we serve. Keep up the good work!

TO: TOWN COUNCIL

FROM: Christopher S. Lawrence, Town Manager 

DATE: December 16, 2011

SUBJECT: Appalachian Power Company - Huntington Court – Roanoke 138kV Project

ISSUE/PURPOSE: The Hunting Court project includes a new 138kV power line to support and provide continuity of power to the Huntington Court substation. The new power line route was reviewed and approved by Town Council on November 3, 2009. AEP has completed all survey and appraisal work on properties owned by the Town of Vinton. Easements have been completed and negotiated between the Town and AEP. Below is a summary of each easement being requested. A project map and detailed map is attached.

18	0.90-acres	\$29,200	Old Vinton Landfill property
21	0.19-acres	\$11,100	3 rd St. Public Works Storage Lot
25	1.00-acres	\$34,200	3 rd St. Public Works Storage Lot
37	0.76-acres	\$10,300	Walnut Avenue open space flood property
42	0.02-acres	\$2,700	Sliver of property adjacent to Booker St. and 11 th St. (no appraisal completed because it would cost more than the offer. Offer of \$2,700 based on appraisal completed for property no. 44 which is adjacent and twice as large
44	0.04-acres	\$2,700	Sliver of property adjacent to Booker St. and 11 th St.

Total of initial offer: \$90,200

Town of Vinton and AEP staff discussed concerns related to the specific location and conditions of the easements. Two primary items were identified, (1) guy wire provisions in the lease; (2) lack of greenway provisions. Both items have been resolved by removing references to the allowance of guy wires in all easements and explicitly stating that a greenway is permitted within easement no. 37 on Walnut Ave, provided it does not interfere with the operations of the power line. An additional item was added to all easements to indemnify the Town of Vinton similar to as the easement indemnifies AEP.

A final agreed upon offer of **\$126,205** was negotiated at a meeting held on November 17, 2011.

ACTION REQUESTED: For the Town Council to receive public comments on the proposed easements between AEP and the Town of Vinton. Proposed ordinance for the deed of easements is attached.

DATE ACTION NEEDED: December 20, 2011

ORDINANCE NO. ____

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, DECEMBER 20, 2011, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

AN ORDINANCE approving the conveyance of certain permanent rights of way and easements (“Easements”) to Appalachian Power Company, a Virginia corporation and unit of American Electric Power, in substantial conformity with the locations set forth in the Easement Plats attached hereto as Exhibit A and the terms, conditions, and provisions of the Right of Way and Easement document attached hereto as Exhibit B. Said Easements are located on property owned by the Town of Vinton, said property more specifically described in Exhibit C and located in the Town of Vinton, County of Roanoke, Virginia (“Town Property”); and

WHEREAS, the Town Council held a public hearing on Tuesday, December 20, 2011, for public comment on the proposed conveyances; and

WHEREAS, the Town desires to grant the Easements to Appalachian Power Company as set forth herein;

NOW THEREFORE, BE IT HEREBY ORDAINED by the Council of the Town of Vinton, Virginia, that:

1. The Town Manager and the Town Clerk are hereby authorized, for and on behalf of the Town, to execute and attest, respectively, the necessary documents, conveying the rights of way and easements referred to herein.

2. All documents necessary to accomplish the conveyances shall be in a form approved by the Town Attorney.

This ordinance shall take effect immediately upon passage.

This Ordinance adopted on motion made by Council Member _____ and seconded by Council Member _____, with the following votes recorded:

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk

Exhibit B
Right of Way and Easement Document

Line Name; HUNTINGTON COURT-ROANOKE
Line No. TLN150:01053 **Easement No.**

Tax Map No.

THIS CONVEYANCE IS EXEMPT FROM THE GRANTOR'S TAX IMPOSED BY SECTION 58.1-802 PURSUANT TO SECTION 58.1-811(C)(4) OF THE CODE OF VIRGINIA (1950), AS AMENDED.

RIGHT OF WAY AND EASEMENT

THIS RIGHT OF WAY AND EASEMENT, made this _____ day of _____ 2011, by and between the **TOWN OF VINTON, VIRGINIA**, a municipal corporation, whose address is 311 South Pollard Street, Vinton, Virginia 24179 herein called "Grantor", whether one or more persons, and **APPALACHIAN POWER COMPANY**, a Virginia corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, herein called "Grantee".

WITNESSETH:

That in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, Grantor hereby grants, conveys, and warrants to the Grantee, its successors, assigns, lessees, tenants and licensees, a permanent right of way and easement, herein called "Easement", for electric transmission, distribution, and communication lines, being eighty (80) feet in width, in, on, over, under, through and across the following described lands of the Grantor, situated in the Town of Vinton, County of Roanoke, State of Virginia.

Auditor/Key/Tax Number:

The right of way and Easement shall be more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof.

GRANTOR ALSO GRANTS TO GRANTEE THE FOLLOWING RIGHTS: Grantee has the right, now or in the future, to construct, reconstruct, operate, maintain, alter, inspect, patrol, protect, repair, replace, renew, upgrade, relocate within or along the centerline of the Easement, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, counterpoises, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement.

GRANTOR FURTHER GRANTS TO GRANTEE the right in Grantee's discretion to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at the Grantee's option, to remove from the Easement any and all trees, overhanging branches, vegetation, brush, or other obstructions, Grantee shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement, when in the opinion of the Grantee those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, front or along the Easement.

GRANTOR FURTHER GRANTS TO GRANTEE the right in Grantee's discretion to remove buildings, structures, or other obstructions in the Easement when in the opinion of the Grantee those improvements may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, from or along the Easement.

GRANTOR FURTHER GRANTS TO GRANTEE the right of unobstructed access, at any and all times, over, across and along the Easement, and the right of ingress and egress to and from the Easement from a public road in, on, over and across existing or future access roads and lanes and other reasonable routes outside the Easement across Grantor's adjoining land. In the event there is no existing access road or lane to the Easement, the Grantor will provide a mutually agreed upon reasonable ingress and egress route over the Grantor's lands, and any of the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted herein. Notwithstanding the foregoing, Grantor shall not be liable to the Grantee for any improvements or costs, if any, associated with the provision of reasonable ingress and egress across Grantor's lands to the Easement.

THIS GRANT IS FURTHER SUBJECT TO THE FOLLOWING CONDITIONS:

The Grantor reserves the right to cultivate, pasture or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. However, Grantor shall not place, construct, install, erect or permit any temporary or permanent building, structure, advertising device, sign, dumpster, light pole, swimming pool, well, storage tank, obstruction, or use or store any hazardous/flammable material within the Easement. No shed, road, driveway, mounding, fill, excavation, water impoundment or tree plantings shall be permitted within the Easement without the written permission of the Grantee. Notwithstanding the foregoing, Grantee agrees that Grantor may construct and maintain a Greenway for public access and use within the Easement so long as it does not unreasonably interfere with Grantee's use of the Easement.

Grantee agrees to repair or pay the Grantor for damage to growing crops, fences, gates, field tile, drainage ways, drives, lawns, or structures caused by the Grantee in the exercise of the rights herein granted. Grantee further agrees to pay the prevailing market price for standing timber for any marketable trees cut down outside the Easement during construction or maintenance of Grantee's electric transmission, distribution, and communication lines.

The failure of Grantee to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

Grantee agrees to indemnify, hold harmless, and defend Grantor from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorneys' fees, which Grantor may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, arising out of or in any manner connected with the exercise of the rights herein granted, or which Grantor may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted to enforce the obligation of this agreement of indemnity, due in whole or in part to any act, omission, or negligence of Grantee or any of its representatives or employees. In the event the injuries, including death, or damages are due to the sole negligence of Grantor or its representatives or employees, then and only then the Grantee shall not be liable under the provisions of this paragraph.

Grantee agrees to obtain comprehensive general liability insurance, covering bodily injury, death and property damage, at its expense, naming Grantor as an additional insured, which shall be in an amount not less than \$1,000,000 for bodily injury, including death, to any one person; not less than \$2,000,000 for bodily injury, including death, to more than one person in the same accident or occurrence; not less than \$1,000,000 for damage to or destruction of property, including the loss of use thereof, in any one occurrence; and an aggregate limit not less than \$2,000,000. The insurance shall include comprehensive public liability insurance, covering bodily injury, and death.

Grantee shall, at all times during the term of this easement, maintain workers' compensation insurance to comply with the applicable laws of the State of Virginia.

Grantee shall, prior to the commencement of the term of this Easement and at such other times as Grantor shall request, furnish to Grantor a certificate from Grantee's insurance carrier acceptable to Grantor, which provides that a policy of insurance has been issued by it to Grantee providing for indemnity insurance and that such policy is in force. Such certificate shall state that the insurance carrier will give Grantor fifteen (15) days prior written notice of any cancellation of or material change in such policy. If the certificate recites that it is subject to any exceptions contained in the policy of insurance, such exceptions shall be stated in full in said certificate and Grantor may, in its discretion, require Grantee, before this Easement shall become effective, to obtain a policy of insurance which is not subject to any exceptions which Grantor finds objectionable.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

GRANTOR:
TOWN OF VINTON, VIRGINIA

(Signed Name)

(Print/Type Name)

(Title)

STATE OF VIRGINIA)

COUNTY OF ROANOKE) SS:

This Instrument was acknowledged before me on the _____ day of
_____, 2011, by _____.

Notary Public

Notary Public (Print/Type Name)

My Commission Expires: _____

When Recorded Return to: Appalachian Power Company, Transmission Right of Way 1800
Loch Haven Drive, Roanoke, VA 24019-2121

Exhibit C
Legal Description of Town Property

Tax Map No. 070.07-01-04.00-0000

All that certain tract or parcel of land containing 5.76 acres, more or less, located on Third Street in the Town of Vinton, County of Roanoke, Virginia;

BEING the same property conveyed to the Town of Vinton by FWC Corporation by deed dated March 4, 1970, and recorded in the Clerk's Office of the Roanoke County Circuit Court in Deed Book 892, Page 729, and more fully described therein.

* * *

Tax Map No. 070.07-01-03.01-0000

All that certain tract or parcel of land containing 0.521 acres, more or less, located between Third Street and Highland Avenue in the Town of Vinton, County of Roanoke, Virginia;

BEING the same property conveyed to the Town of Vinton by Frank A. Boxley and Elizabeth M. Boxley, husband and wife, by deed dated October 13, 1992, and recorded in the Clerk's Office of the Roanoke County Circuit Court in Deed Book 1381, Page 1, and more fully described therein.

* * *

Tax Map No. 060.19-01-09.00-0000

All that certain tract or parcel of land located on Third Street in the Town of Vinton, County of Roanoke, Virginia;

BEING the same property conveyed to the Town of Vinton by Silas J. Witt, by deed of exchange dated January 24, 1994, and recorded in the Clerk's Office of the Roanoke County Circuit Court in Deed Book 1435, Page 323, and more fully described therein.

* * *

Tax Map No. 060.15-02-01.00-0000

All that certain tract or parcel of land located at the juncture of Tinker Creek and Glade Creek in the Town of Vinton, County of Roanoke, Virginia;

BEING the same property conveyed to the Town of Vinton by John D. Haynes, by deed dated April 5, 2005, and recorded in the Clerk's Office of the Roanoke County Circuit Court as Instrument Number 200505089 and re-recorded as Instrument Number 200516218, and more fully described therein.

* * *

Tax Map Nos. 060.14-02-24.00-0000; 060.14-02-25.00-0000; 060.14-02-26.00-0000

All that certain tract or parcel of land located at the corner of 11th Street and Booker Avenue in the Town of Vinton, County of Roanoke, Virginia;

BEING the same property conveyed to the Town of Vinton by George W. Ferguson, Jr., by deed dated May 18, 1998, and recorded in the Clerk's Office of the Roanoke County Circuit Court in Deed Book 1578, Page 780 and re-recorded in Deed Book 1705, Page 902, and more fully described therein; and

BEING the same property conveyed to the Town of Vinton by Alvin Wayne Miller, by deed dated August 7, 1998, and recorded in the Clerk's Office of the Roanoke County Circuit Court in Deed Book 1588, Page 1684 and re-recorded in Deed Book 1705, Page 917, and more fully described therein.

* * *

Tax Map Nos. 060.14-02-01.00-0000; 060.14-02-02.00-0000; 060.14-02-03.00-0000;

060.14-02-04.00-0000; 060.14-02-05.00-0000.

All that certain tract or parcel of land located between Walnut Avenue and the Norfolk Southern Railroad in the Town of Vinton, County of Roanoke, Virginia;

BEING the same property conveyed to the Town of Vinton by Ethel Brandon through Rebecca A. Brandon, her Attorney-in-Fact, and Florence W. Ham, by deed dated June 24, 1998, and recorded in the Clerk's Office of the Roanoke County Circuit Court in Deed Book 1585, Page 1324 and re-recorded in Deed Book 1705, Page 896, and more fully described therein; and

BEING the same property conveyed to the Town of Vinton by Edward Strange and Susie L. Strange, by deed dated July 17, 1998, and recorded in the Clerk's Office of the Roanoke County Circuit Court in Deed Book 1585, Page 1027 and re-recorded in Deed Book 1705, Page 885, and more fully described therein.