

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



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

**Vinton Town Council
Regular Meeting
Tuesday, January 17, 2012**

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 the regular Council meeting of December 20, 2011.
 - 2. Consider adoption of a Resolution reappointing James Warren Childress, II to the Highway Safety Commission.
 - 3. Consider adoption of a Resolution reappointing Fred L. Swisher to the Highway Safety Commission.
- E. AWARDS, RECOGNITIONS, PRESENTATIONS**
 - 1. Officers of the Month for December, 2011 – MPO Scott Hurt, Officer Stephen Foutz and Officer Michael Byrd.
- F. CITIZENS' COMMENTS AND PETITIONS** - This section is reserved for comments and questions for issues not listed on the agenda.
- G. TOWN ATTORNEY**
- H. TOWN MANAGER**
- BRIEFINGS – NONE**

ITEMS REQUIRING ACTION - OLD BUSINESS

1. Consider action on William Byrd High School's final design and location of the electronic message board monument sign within the right-of-way owned by the Town at the intersection of Washington Avenue and Bypass Road.
2. Consider adoption of an Ordinance to amend Ordinance No. 915 and Deed of Easement, approved on June 21, 2011, relating to conveyance of an access easement to Eula B. Ayers to amend the amount of insurance coverage.

I. MAYOR

J. COUNCIL

K. ADJOURNMENT

L. WORK SESSION

1. Briefing on proposed use of Vinton Health Department Building.
2. Further update on War Memorial Business Plan.

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 MEETINGS:

- February 7, 2012 – Regular Council Meeting – Council Chambers
- February 21, 2012 – 6:30 p.m. – **Council in the Neighborhood Meeting** – W. E. Cundiff Elementary School, 1200 Hardy Road

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 7:00 P.M. ON TUESDAY, DECEMBER 20, 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
Theresa Fontana, Town Attorney
Susan N. Johnson, Town Clerk
Consuella Caudill, Assistant Town Manager/Economic Development Manager
Ben Cook, Police Chief
Joey Hiner, Assistant Public Works Director
Lijah Robinson, Accounting Manager

The Mayor called the meeting to order at 7:00 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.

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, the Town Manager commented on his appointment to the Roanoke Valley Resource Authority. Upon the resignation of Mike Kennedy and during the process of hiring a Public Works Director, he is requesting to be appointed in the interim so that the Town will have a voting member on the Board. Upon motion by Mr. Hare, seconded by Mr. Nance, with a 5-0 vote, Council approved the consent agenda as presented.

Mr. Nance read a letter from Chief Cook naming Officer Stephen Foutz as Officer of the Month of November.

The next item on the agenda was to conduct a Public Hearing on the request from Appalachian Power Company, a Virginia corporation, a unit of American Electric Power, (AEP) to purchase from the Town certain permanent rights of way and easements for the Huntington Court Transmission Line.

The Town Manager made opening comments that a new 138kV power line is needed to support and provide

Roll call

Approved minutes of December 6, 2011 and December 8, 2011; adopted Resolution No. 1947 reappointing Robert W. Benninger to Vinton Board of Appeals; adopted Resolution No. 1948 appointing Christopher S. Lawrence to Roanoke Valley Resource Authority

continuity of power to the Huntington Court substation. The original easement documents were amended to remove references to allowances of guy wires in all easements and to state that a greenway is permitted within easement No. 37 on Walnut Avenue provided it does not interfere with the operations of the power line. Surveys and appraisals have been completed on the properties owned by the Town and AEP and the Town have agreed on a final offer of \$126,205 for six easements.

The final easement documents were reviewed by our Town Attorney and AEP's Attorney and some amendments were made regarding indemnification and insurance requirements. Ms. Fontana, Town Attorney, explained that the insurance provisions were amended to omit a specific amount of coverage, but that the easements would be adequately insured for any type of problems that could arise within the easement premises.

The Mayor opened the Public Hearing. There were no public comments. Mr. Hare asked when construction would begin and Tom Rotenberry with AEP answered in the first quarter of 2012 and would take 10 to 12 months to complete. The target date to be completed is December of 2012. Mr. Nance and Mayor Grose expressed appreciation to Staff and AEP for working together to come up with a final agreement.

The Mayor then closed the Public Hearing. Upon motion by Mr. Altice, seconded by Vice Mayor Fidler, with a 5-0 vote, the Ordinance was adopted as presented.

The Town Manager announced the appointment of Joey Hiner as the Interim Public Works Director and that he will report directly to Consuella Caudill, Assistant Town Manager.

The Mayor commented that due to the fact that there are no significant items for the January 3, 2012 regular Council meeting, that the two meetings in January be combined into one meeting on January 17, 2012. Mr. Hare asked about meeting on January 10, 2012. He will not be at the January 17, 2012 meeting. The Town Manager indicated that his plans were to present the Water Study at the first meeting in February. After further discussion, upon motion by Mr. Hare, seconded

Adopted Ordinance No. 920 approving purchase and conveyance of rights of way and easements to AEP for the Huntington Court Transmission Line

Approved combining two Council meetings in January into one meeting on January 17, 2012.

by Mr. Nance, with a 4-0-1 vote, with Vice Mayor Fidler abstaining, the motion passed.

The Mayor commented that the City of Roanoke is using power poles for traffic signage and he asked the Town Manager to follow up on the matter and report back to Council. The Mayor then expressed holiday wishes to Council, staff and citizens.

Mr. Hare made brief comments on the Financial Report for October and upon motion by Mr. Hare, seconded by Mr. Nance, with a 5-0 vote, the report was approved as presented.

Approved Financial Report of
October 2011

Comments by Council Members: Mr. Hare commented on the white and black posts in the middle of intersections that either need to be painted or removed. The Town Manager indicated that he would work with Public Works to evaluate the current posts and consider other options and Mr. Hiner indicated that he has it on his to do list.

Mr. Nance acknowledged all the Town employees, specifically mentioning Chief Cooley, Darlene Bailey and Mike Kennedy who left the Town this year. He expressed appreciation to Susan Johnson, Town Clerk, and best of luck to Chief Cook in his new position and to Joey Hiner in his interim position. He commented on growth in the Town and on the significant investment for the future Vinton Library. He mentioned Sam Cundiff and the Obenchain family. The Mayor commented as well on Billy Obenchain and the contributions he made to the Town. Mr. Altice wished everyone a Merry Christmas and Happy New Year. Vice Mayor also extended holiday wishes and reminded everyone of the New Year's Eve Gala at the War Memorial sponsored by the Chamber of Commerce.

Upon motion by Mr. Hare, seconded by Mr. Nance, with a 5-0 vote, the meeting was adjourned at 7:45 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, JANUARY 17, 2012, AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

WHEREAS, James Warren Childress, II's three-year term on the Vinton Highway Safety Commission will expire on February 4, 2012; and,

WHEREAS, according to the Highway Safety Commission's 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. Childress has been contacted and is willing to continue serving on this Commission, subject to reappointment by Town Council.

NOW, THEREFORE, BE IT RESOLVED, that the Vinton Town Council does hereby reappoint James Warren Childress, II to a new three-year term on the Vinton Highway Safety Commission that will run from February 5, 2012 through February 4, 2015.

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, JANUARY 17, 2012, AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

WHEREAS, Fred L. Swisher's three-year term on the Vinton Highway Safety Commission will expire on February 4, 2012; and,

WHEREAS, according to the Highway Safety Commission's 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. Swisher has been contacted and is willing to continue serving on this Commission, subject to reappointment by Town Council.

NOW, THEREFORE, BE IT RESOLVED, that the Vinton Town Council does hereby reappoint Fred L. Swisher to a new three-year term on the Vinton Highway Safety Commission that will run from February 5, 2012 through February 4, 2015.

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: MPO Scott Hurt, Officer Stephen Foutz, Officer Michael Byrd

From: Benjamin L. Cook, Chief of Police *B.L.C.*

Date: January 9, 2012

Subject: Officers of the Month – December 2011

Congratulations! You have been nominated and selected as Officers of the Month for December 2011.

On December 17, 2011, you responded to a call of an elderly female having difficulty breathing. As stated in a letter of commendation received from the Vinton First Aid Crew, you had to force entry into the residence to gain access to the victim and found an elderly female that had stopped breathing. You assisted rescue by holding IV's, providing light for them in low light conditions, gathered equipment, and obtained necessary information about the patient.

The First Aid Crew was very appreciative of your efforts and I want to commend you as well for your dedication to duty and continued service to the community. Keep up the good work!

TO: TOWN COUNCIL

FROM: Christopher S. Lawrence, Town Manager



DATE: January 13, 2012

SUBJECT: WBHS Electronic Message Board Sign

ISSUE/PURPOSE:

Roanoke County Public Schools has submitted the details requested by Town Council for the electronic message board sign proposed for installation at the intersection of Washington Avenue and Bypass Road.

The MOU requires that the sign location and angle of the sign structure be designed to maximize safety, visibility, and conform to the site triangle visibility standards set forth in the Town Code, Appendix B, Sec. 5-11 and Sec. 5-43.1(d). Town staff has reviewed the location in its relationship to the intersection and has determined that the location does not interfere with the site triangle visibility standards. It is set 23-feet off of edge of curb from Washington Ave. and 30-feet off of Bypass Road. It is also 33-feet off of the old Preston Road (driveway) to the rear of the sign. The location is oriented to be primarily seen by vehicles traveling East on Washington Avenue as they approach the intersection. The sign is visible as you pass the entrance to River Park shopping Center and becomes more legible as you get closer. The sign is also oriented to be visible and legible traveling West on Washington Avenue, primarily as you sit in the turn lane to turn left onto Bypass Road as well as continuing to travel West on Washington Ave.

The MOU also requires that the sign structure be no larger than 6-feet in height and 8-feet in width. As submitted, the design drawing states the height and width of both sides of the sign conform to this standard. The sign will be constructed of brick and will have a 3" precast concrete cap. The sign will be a V-shaped sign with a maximum angle of 30-degrees in conformance with the Town Code. Landscaping will be installed after the sign is constructed in after consultation with the immediate neighbors. The landscaping will be inspected after installation to ensure conformance with the MOU. All other standards related to lighting standards and content will be inspected after installation.

It is staff's determination that all requirements on the MOU have been met.

ACTION REQUESTED: For the Town Council to take final action on the proposal.

DATE ACTION NEEDED: January 17, 2012

RESOLUTION NO. 1940

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

WHEREAS, the Roanoke County School Board, specifically William Byrd High School proposes to build an electronic message board monument sign in the Town of Vinton's right of way located at the intersection of Washington Avenue and Bypass Road; and

WHEREAS, the sign will serve as a public community information sign for the schools, the Town government and the Vinton Area Chamber of Commerce; and

WHEREAS, the Roanoke County School Board will enter into a Memorandum of Understanding setting forth the conditions controlling the construction and maintenance of the sign; and

WHEREAS, the design, location, and message board lighting will conform to all Town Code standards set forth in the Zoning Ordinance.

NOW THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE TOWN OF VINTON, VIRGINIA, as follows:

1. The Memorandum of Understanding is hereby approved in a form substantially similar to the Memorandum of Understanding attached hereto as amended at this Council meeting; and
2. The Town Manager is hereby authorized, for and on behalf of the Town, to execute and then to deliver the Memorandum of Understanding and any other necessary documents in furtherance of the same; and
3. The Memorandum of Understanding and any other necessary documents shall be in form approved by the Town Attorney.

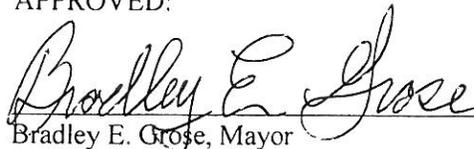
This Resolution shall be effective from and after the date of its adoption.

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

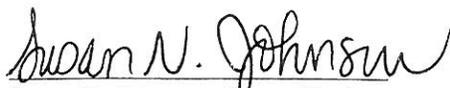
AYES: Altice, Fidler, Hare, Nance, Mayor Grose

NAYS: None

APPROVED:


Bradley E. Grose, Mayor

ATTEST:


Susan N. Johnson, Town Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 27 day of October, 2011, by and between the Roanoke County School Board ("School Board") and the Town of Vinton, Virginia ("Town").

The School Board and the Town agree as follows:

The School Board proposes to construct an electronic message board monument sign ("EMBMS") within the right-of-way owned by the Town at the intersection of Washington Avenue and Bypass Road. This location is more specifically identified on the attached site map.

As proposed, the sign will be a monument sign with a masonry base and the electronic sign attached above. The sign will be a v-shaped sign, whereby two faces will be constructed, each facing Washington Avenue and Bypass Road respectively. Final location and angle of sign structure will be determined by the contractor/designer to maximize visibility, minimize safety issues, and conform to site triangle visibility standards set forth in the Town Code, Appendix B, Sec. 5-11 and Sec. 5-43.1(d). This final location must be approved by Town Council prior to construction.

The final sign design will be determined by the School Board and also requires the Vinton Town Council's approval to ensure conformance with the following conditions:

1. Maximum size of the sign, to include its base, will be 6-feet in height and 8-feet in width as measured in conformance with the definition of "sign area" in the Town Code, Appendix B, Sec. 5-41(20).
2. The base of the monument sign will be landscaped with mulch. In addition, evergreen vegetation will be installed behind the sign to shield it from the adjacent single-family homes.
3. The School Board will consult with the immediately adjacent property owners to the rear of the sign to allow input into the final landscaping design. This shall be completed within 60 days of the completion of the installation of the sign.
4. The hours of the EMBMS shall be limited as follows:
 - A. Operating times: 5am-11pm
 - B. Sign turned off: 11pm-5am
5. The School Board will be responsible for the maintenance of the landscaping around the sign. Maintenance will include, but not be limited to replacement of any dead evergreen and mulch as needed and/or removal of debris and litter. The Town will continue to maintain the grass areas within the adjacent right-of-way.

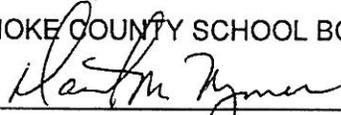
6. The School Board will manage the sign message board content and agrees to allow public announcements from the Town of Vinton and the Vinton Area Chamber of Commerce. Announcements will meet School Board policies.
7. The message board lighting shall conform to all Town sign standards, including intensity of illumination, glare, frequency of changing message, interference with traffic control device, sight lines, and sight visibility at the intersections. Zoning, electrical, and any other applicable permits will be submitted to the Town by the School Board for review and approval of the Town and Roanoke County applicable departments.
8. The following properties are located behind the sign:
 - a. Parcel ID 061.13-04-17.00-0000
 - b. Parcel ID 061.13-04-18.00-0000
 - c. Parcel ID 061.13-04-19.00-0000
 - d. Parcel ID 061.13-04-20.00-0000

If any of these adjacent properties are redeveloped for commercial use and the Town makes a determination that the right-of-way is required for said commercial development, the sign shall be removed by the School Board. The School Board will incur all costs associated with this removal. Removal must be completed within 60 days of written notice by the Town.

9. If the Town determines the right-of-way is needed for any other public purpose, such as, but not limited to, public safety, road widening, intersection enhancements, or utility line installation, the School Board agrees to remove the sign. The School Board will incur all costs associated with this removal. Removal must be completed within 60 days of written notice by the Town.

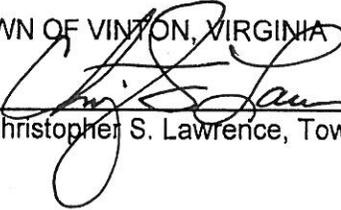
IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding on the day and year first above written.

ROANOKE COUNTY SCHOOL BOARD

By 

DAVID M. WYMER, Chm. Roanoke County Schools
Printed Name and Title

TOWN OF VINTON, VIRGINIA

By 
Christopher S. Lawrence, Town Manager

TOWN OF VINTON
311 S. Pollard Street • Vinton, VA 24179

PERMIT NO. _____

DATE 11/30/2011

PERMIT FOR:

ZONING () Value \$ _____ Fee \$ _____
SIGN (X) Value \$ 20,000 Fee \$ _____
OTHER () Value \$ _____ Fee \$ _____
Total Fee \$ _____

VALID BUSINESS LICENSE?

License #: _____
Locality: _____
(Require local license if value over \$25,000)

PROPERTY OWNER: ROANOKE COUNTY PUBLIC SCHOOLS

APPLICANT: C/O CHRIS LOWE

PERMIT FOR: (include dimensions) BRICK DIGITAL SIGN NEAR THE CORNER OF BYPASS & WASHINGTON. SIGN WILL BE 6'H X 8'W, INCLUDING BRICK.

() New () Alteration () Addition () Accessory Bldg. () New Business () Home Occupation

ADDRESS BYPASS & WASHINGTON

LOT _____ BLOCK _____ SECTION _____ SUBDIVISION _____

ZONING DISTRICT _____ TAX MAP # _____

INFORMATION ON APPLICANT:

Name ROANOKE COUNTY PUBLIC SCHOOLS C/O CHRIS LOWE

Mailing Address, City, State, Zip 5937 COVE ROAD

Telephone # 540 562-3800 Cell # 540 314-0901

State License _____ Expires _____

VERIFICATION OF RESPONSIBILITY, SERVICE AND CONNECTIONS:

Water _____ Sewer _____
(Developer assures finished floor elevation is accessible to sanitary sewer)

Solid Waste _____ Storm Drainage _____

Erosion and Sediment Control _____

I hereby submit this application for said permit, and certify that I will observe all requirements of the Code of the Town of Vinton and any Federal, State, and Local laws. _____
Owner or Authorized Applicant

Approved By: _____

For questions on BUILDING CODE call (540) 772-2065
For questions on ZONING call (540) 983-0601

COPY DISTRIBUTION:

- 1. White - Planning Copy
- 2. Yellow - Applicant Copy
- 3. Pink - Treasurer Copy

WMA



13 INCH TOP BACK LED LIGHTED SIGN
AD SPACE TO BE 10 INCHES HIGH

3 INCH PRECAST CAP

WILLIAM BYRD HIGH SCHOOL



DISPLAY CABINET AREA IS 48 INCHES BY 75 INCHES

75 INCHES DISPLAY LENGTH

96 INCHES TOTAL BRICK STRUCTURE LENGTH

6 FEET
TOTAL
STRUCTURE
HEIGHT

48 INCHES
DISPLAY
CABINET
HEIGHT

8 INCHES
BRICK FACE

THE STRUCTURE WILL BE IN A "V" CONFIGURATION ; EACH SIDE WILL BE IDENTICAL

TO: TOWN COUNCIL

FROM: Christopher S. Lawrence, Town Manager

DATE: January 13, 2012

SUBJECT: 605 Maplewood Dr. Easement

ISSUE/PURPOSE:

The original easement was approved by Town Council on June 21, 2011, allowing an access easement over town property to clear up title issues. The easement was written to require two-million dollars of liability insurance by the homeowner to cover the town as an additional insured. Ms. Kathy Stafford attempted to purchase the insurance coverage and received quotes that appeared to be excessive and were well over \$1,000 per year for the policy. After contacting the town, staff researched and determined that two-million dollars of insurance is typical for commercial liability needs. However, after discussion with legal counsel and staff, a more appropriate amount of insurance for residential liability is one-million dollars. This is much more affordable and easier to acquire for instances such as this. This amount is also sufficient to cover and protect the town's liability. It is believed that the sale of the property has been impacted by this requirement.

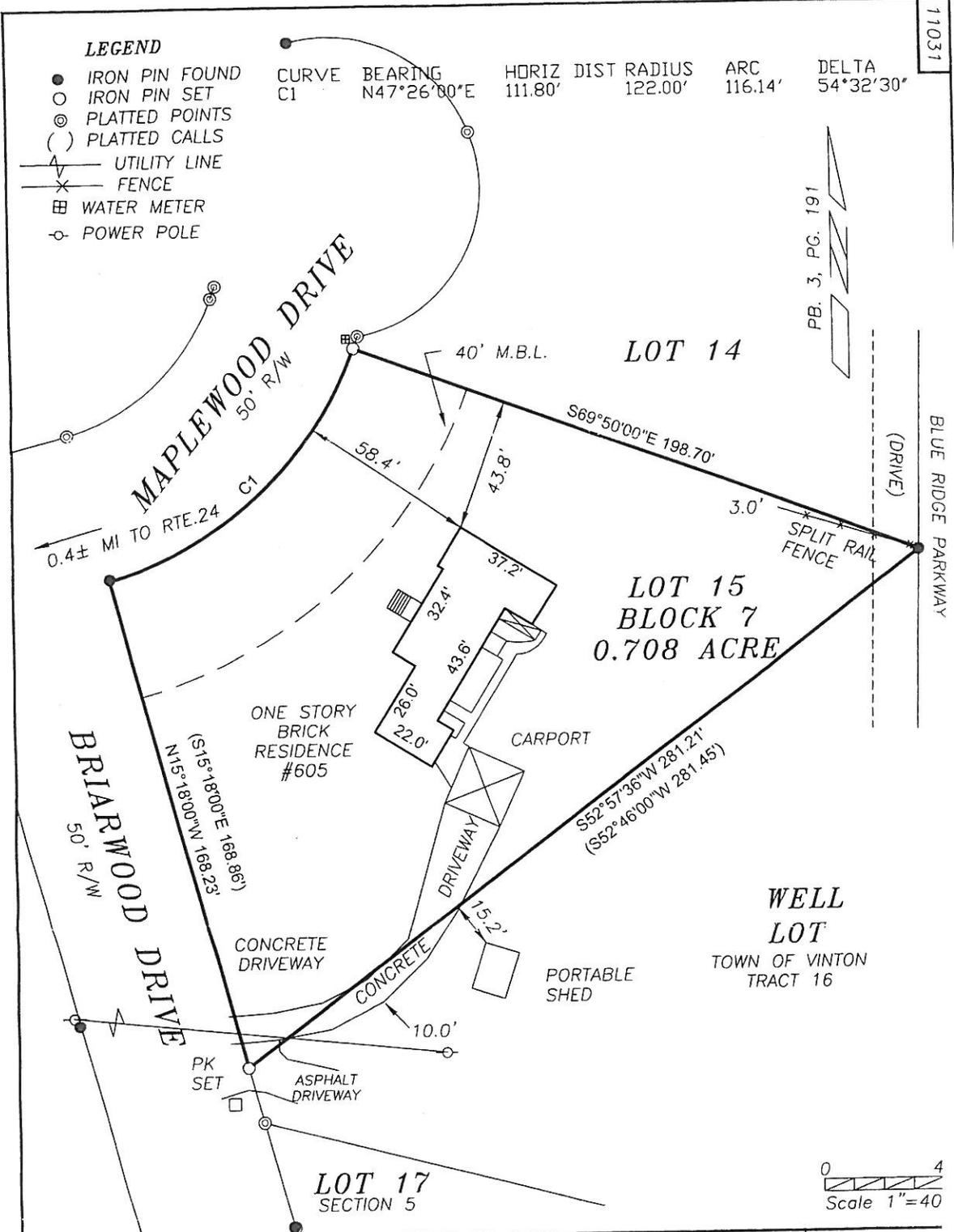
To this end, we are recommending that the specific reference to an insurance amount be removed from the deed of easement. The deed will still require insurance, but it will be determined by staff as to the appropriate amount, in this case, one-million dollars.

ACTION REQUESTED: For the Town Council to take action on the proposed easement.

DATE ACTION NEEDED: January 17, 2012

- LEGEND**
- IRON PIN FOUND
 - IRON PIN SET
 - ⊙ PLATTED POINTS
 - () PLATTED CALLS
 - UTILITY LINE
 - X — FENCE
 - ⊞ WATER METER
 - ⊖ POWER POLE

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA
C1	N47°26'00"E	111.80'	122.00'	116.14'	54°32'30"

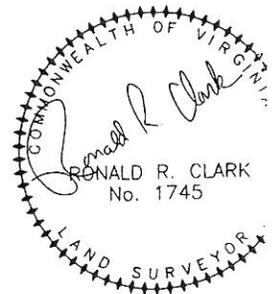


PHYSICAL IMPROVEMENT SURVEY FOR
EULA B. AYRES
 LOT 15, BLOCK 7, MAP NO.4, LINDENWOOD
 PLAT BOOK 3, PAGE 191
 VINTON MAGISTERIAL DISTRICT, ROANOKE COUNTY, VIRGINIA
 CURRENT OWNER: EULA B. AYRES
 STREET ADDRESS IS: 605 MAPLEWOOD DRIVE
 SCALE: 1" = 40'

DATE	MAY 5, 2011
DISK	200

PREPARED BY:
CLARK SURVEYING
 P.O. BOX 5575
 ROANOKE, VIRGINIA
 PHONE: (540) 362-1002

NOTES:
 TAX # 61.15-03-72
 SOURCE OF TITLE: WB. 24/137
 NO TITLE REPORT FURNISHED
 PROPERTY IS DESIGNATED AS A
 F.E.M.A. DEFINED ZONE X, UNSHADED.



ORDINANCE NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, JANUARY 17, 2012, 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 a certain non-exclusive access easement (“Easement Premises”) as set forth in the revised Deed of Easement attached hereto as Exhibit A and located on property owned by the Town of Vinton, Virginia, said property more specifically described as Well Tract 16 of Map #4 Lindenwood, Plat Book 3, Page 191, Vinton Magisterial District, Roanoke County, Virginia (“Town Property”); and

WHEREAS, Eula B. Ayres (“Grantee”), has requested access to the Easement Premises along an existing driveway located on Town Property in order to access her property located at 605 Maplewood Drive; and

WHEREAS, the Town wishes to provide access to the Easement Premises pursuant to the Terms, Conditions, and Provisions of the Deed of Easement set forth in Exhibit A; and

WHEREAS, the Town previously approved the easement (Ordinance No. 915, adopted on June 21, 2011), but the Grantee requested that the amount of insurance coverage be removed from the easement document and the Town has agreed; and

WHEREAS, the Town Council held a public hearing on Tuesday, June 21, 2011, for public comment on the proposed non-exclusive access easement;

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 an on behalf of the Town, to execute and attest, respectively, the necessary documents, including a deed of easement, conveying the non-exclusive easement.

2. All documents necessary to accomplish this acceptance shall be in 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

Prepared by:

Theresa J. Fontana
GUYNN, MEMMER & DILLON, P.C.
415 S. College Ave.
Salem, Virginia 24153
P.O. Box 20788
Roanoke, Virginia 24018

Tax Map No. 061.15-03-73.00-0000

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.

THIS DEED OF EASEMENT is made this ____ day of January, 2012, by and between THE TOWN OF VINTON, VIRGINIA, a Virginia municipal corporation, the GRANTOR, and, EULA B. AYRES, the GRANTEE, whose address is: 605 Maplewood Drive, Vinton, VA 24179.

WITNESSETH:

WHEREAS, the Grantor is the owner of property identified as Tax Map No. 061.15-03-73.00-0000, Vinton, Virginia 24179, hereinafter referred to as the "Town Property," and more fully described as Well Tract 16 of Map #4 Lindenwood, Plat book 3, Page 191, Vinton Magisterial District, Roanoke County, Virginia, Tax Map # 061.15-03-73.00-0000; and

WHEREAS, Grantee has requested access to the Town Property in order to access Grantee's property located at 605 Maplewood Drive, Vinton, Virginia 24179, hereinafter referred to as "Grantee's Property," and more fully described as Lot 15, Block 7 of Map #4, Lindenwood, Plat Book 3, Page 191, Vinton Magisterial District, Roanoke County, Virginia Tax Map # 61.15-03-72.00-0000; and

WHEREAS, the Grantor wishes to provide Grantee access to the Town Property for the limited purpose as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Grantor does hereby grant and convey unto Grantee a non-exclusive access easement as shown on the map entitled "Physical Improvement Survey for Eula B. Ayres, Lot 15, Block 7, Map No. 4, Lindenwood" showing a 10 foot easement consisting of a concrete driveway along

the common boundary line of the Town Property and Grantee's Property, dated May 5, 2011, and prepared by Clark Surveying, which map is attached hereto and incorporated herein as said Exhibit A.

TERMS, CONDITIONS, AND PROVISIONS

1. Use. Grantee may utilize and occupy the Town Property for the sole purpose of accessing Grantee's Property by way of an existing driveway located on the Town Property as depicted in Exhibit C.

2. Town's Rights. Grantee acknowledges that this non-exclusive access easement is being granted solely to allow Grantee to access Grantee's Property by way of an existing driveway over the Town Property and that Grantor is the owner of the Town Property described herein. Grantee acknowledges that its right to use the Town Property is limited to access only and that Grantee's use of the Town Property shall always be subordinate to Grantor's rights in the Town Property. Grantor reserves the right to use and enter upon the Town Property for Grantor's purposes at any time at its discretion. Grantee agrees that Grantor shall not be liable for any damage to personal property of Grantee or its guests located on Town Property nor shall Grantor be responsible for any damage to the driveway located on Town Property under any circumstances.

3. Restrictions on Use. Grantee shall not use the Property in any manner which, in the sole opinion and discretion of Grantor, will or may interfere with the Town's facilities, use of its property, or may cause a hazardous condition to exist. Grantee shall not cause or permit any waste, damage, or alteration of the Property without the written permission of Grantor. Other than routine maintenance of the current driveway to Grantee's property, Grantee shall not enlarge the driveway located on Town Property, or install any type of building, structure, fence, gate, shelter, attachment, or other improvement without the prior written permission of Grantor.

4. Grantor's Right to Cure. Grantor may, at its sole discretion, remove or cause to be removed by it or its contractors, agents, or vendors, all objects, materials, debris, or structures that create or may create a hazardous condition on the Town Property or may interfere with Grantor's use thereof. All costs expended by Town pursuant to this paragraph are and shall be the sole obligation of Grantee and shall be reimbursed to Grantor immediately upon demand.

5. Maintenance. Grantee acknowledges that Grantor currently provides minimal maintenance of the Property. In no event shall Grantor be responsible or liable to Grantee or any

third party for Grantee's inability to access the Town or Grantee's Property due to maintenance issues. In the event Grantee determines additional maintenance of the Town Property is needed for its use, Grantee shall provide a written request to Grantor for same. If Grantor agrees to provide the additional maintenance of the Town Property, Grantee shall reimburse Grantor for 100% of the cost of the additional maintenance. Grantee shall be solely responsible for the maintenance of Grantee's driveway.

6. Notices. Any notices or communications required or permitted to be given pursuant to the terms of this easement shall be in writing and may be delivered to, or sent by prepaid registered or certified mail addressed to:

In the case of a notice or communication to the Town:

Christopher S. Lawrence, Town Manager

311 South Pollard Street

Vinton, VA 24179

In the case of a notice or communication to Grantee:

Name, Title

Address

or to such other address as either party may notify the other in accordance with this section, and if so delivered shall be deemed to have been given when delivered, and if so mailed shall be deemed to have been given on the fifth business day after the date of mailing.

7. Compliance with Laws. Grantee agrees, at its sole cost and expense, to comply with all laws, rules, regulations, and all orders of all governmental and/or quasi-governmental authority(ies) having jurisdiction over the Town Property.

8. Indemnity. Grantee shall exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Town, its elected officials, officers, directors, agents, and employees from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by Grantor by reason of the death or injury to any person or damage to any property, arising out of or in connection with the use of the Town Property by Grantee, its employees,

contractors, agents, invitees, or emergency personnel. Further, Grantee agrees to defend, at its sole cost and expense, and at no cost or expense to Grantor, any and all suits or actions instituted against Town for the imposition of such liability, loss, costs, and expense.

9. Insurance. Grantee shall maintain at its sole cost and expense, liability insurance coverage acceptable to the Town of Vinton for property damage arising out of a single occurrence. Said coverage shall be endorsed to insure against obligations assumed by the Grantee in the indemnity herein. A certificate of insurance naming the Town of Vinton as both an additional insured and as a certificate holder shall be furnished to Grantor at its request evidencing that said coverage is in force and will not be cancelled or materially changed without notice to and written permission of Grantor.

10. Ingress & Egress. Grantor makes no warranties or representations concerning the Town Property or any means of ingress thereto or egress therefrom.

11. Applicable Law & Venue. These terms and conditions are governed and interpreted pursuant to the laws of the Commonwealth of Virginia. All legal matters arising out of, or in connection with this easement, shall be subject to a court of competent jurisdiction within Roanoke County, Virginia. If any part(s) of the terms, conditions, and/or provisions of this easement is/are unlawful, void, or unenforceable, that part(s) will be deemed severable and will not impair or affect the validity and enforceability of any of the remaining terms, conditions, and/or provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Easement to be executed on the day and year first above written.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

