

Board of Supervisors

Jack R. Cavalier, Chairman Gary F. Snellings, Vice Chairman Meg Bohmke Paul V. Milde, III Laura A. Sellers Cord A. Sterling Robert "Bob" Thomas, Jr.

Anthony J. Romanello, ICMA-CM County Administrator

Infrastructure Committee AGENDA

April 1, 2014 @ 1:15 p.m. ABC Conference Room, First Floor

	Agenda Item
	Introduction
	Welcome
1.	 Transportation Matters a. Stafford (Berea) Parkway Alignment Options b. Rock Hill Church Road Safety Study Results c. Celebrate Virginia Parkway Completion
2.	Indoor Recreation Center Operations RFP Update (Closed Session)
3.	Rocky Pen Run Update
4.	Parks Projects Update
5.	Road Projects Update
	Next Meeting
	May 6, 2014 at 1:30 PM; ABC Conference Room
	# Adjourn



Stafford Parkway

- After the initial evaluation of several alternatives, our consultant determined three (3) corridor alignments were practical for detailed study
- \circ The following issues were considered in the analysis:
 - Corridor length
 - Environmental impacts, including potential wetland crossings, Resource Protection Area (RPA) crossings, water supply degradation
 - Floodway considerations
 - Historic resource impacts
 - Property acquisitions
 - Adjacent property impacts
 - o Existing roads affected
 - o Planning level costs
- $\circ~$ Each corridor was evaluated as a 200 foot wide impact area.
- Similarities for each corridor include:
 - Identical intersections at U.S. Route 17 and Centreport Parkway, and all must span the Falls Run floodway and floodplain fringe.
 - All of the corridors have portions that fall in both of the Abel Lake and Falls Run drainage sheds.
 - With appropriate Stormwater management per Stafford's new regulations, degradation of the water supply should not be an issue.
- Preliminary historical and environmental reviews have been done for the corridors. Additional work will be required with all three, but no major problems are expected.
- This is a very high level planning exercise, future studies pertaining to the typical roadway section will determine the exact locations, intersection geometry for the various road crossings and full impacts of the project

Highlights of each corridor:

Corridor A:

- o Has the least amount of environmental and historical impacts
- o Is the shortest distance and lowest estimated cost
- Has many secondary impacts on properties, but those secondary impacts are further from the structures than corridor C
- May directly impact 3-6 structures
- Estimated cost (based on linear feet alone): \$99,090,288

Corridor B:

- This alignment reduces some of the secondary impacts by swinging the alignment west
- This change in alignment increases the environmental and historical impacts
- Estimated project costs are over \$8 million above Corridor A, but \$8 million less than Corridor C
- May directly impact 3-5 structures
- Estimated cost (based on linear feet alone): \$108,644,448

Corridor C:

- Has the largest amount of environmental impacts
- The constructability of this Corridor between The Willows subdivision and Cardinal Drive may be very difficult and expensive due to floodway, RPA and Wetlands. Because of these concerns, the alignment may be shifted, impacting many homes.
- Is the longest distance and highest estimated cost
- Has many secondary impacts on properties, and will be very close to the homes on Cardinal Drive and Summer Breeze Lane (Depending on environmental issues, the alignment may shift which could impact many of these structures)
- Will impact only 1 structure, unless environmental impacts force realignment
- Estimated cost (based on linear feet alone): \$116,287,776

Consultant's Draft Recommendation

After analyzing the initial environmental, historical, property and constructability information, TEG provided an initial recommendation for detailed study of the alignment shown in Corridor A. This alignment has the least cost when considering construction, right-of-way acquisition, utilities and bicycle/pedestrian facilities. Depending on the type of intersections constructed, the impacts to existing structures could be reduced from what is shown on Table 1. Environmental issues, including wetlands, RPA, and floodplains, are impacted the least with this corridor.

After consultation with VDOT staff coordinating on this study, VDOT felt that Corridor B would have fewer impacts on the future development of parcels along the roadway, and favored this alignment. While County staff feels that development potential is not a key evaluating factor, we believe that acknowledging the potential alignment in a broader corridor between A and B will not hinder the traffic engineering analysis to be performed as the next phase of the study. County staff is of the opinion that Corridor C is the least desirable of the three options and recommends it be dropped from further study at this time.



DRAFT TECHNICAL MEMORANDUM

Date:	March 19, 2014
To:	Mike Smith, Director, Department of Public Works, Stafford County
	Joey Hess, Senior Transportation Planner, Stafford County
From:	Billy Flynn
Re:	Task 2A – Stafford Parkway Alternative Alignment Review

Task Description

The Engineering Groupe, Inc. (TEG) has been tasked to investigate and evaluate alternative corridor alignments for the proposed Stafford Parkway between Centreport Parkway and U.S. Route 17, Warrenton Road. After the initial evaluation of several alternatives, three (3) corridor alignments were determined to be practical for detailed study, as shown on Exhibit 1, attached.

A high level review of each option has been performed in order to evaluate the pros and cons of each alignment, and assist Stafford County and VDOT in selecting a preferred alignment. Since this is a high level review, the exact alignment of each alternative may shift during engineering; therefore, the numbers for environmental and property impacts are general in nature and may evolve with the project.

The following issues were considered in the analysis:

- Corridor length
- Environmental impacts, including potential wetland crossings, Resource Protection Area (RPA) crossings, water supply degradation and other stream considerations.
- Historic resource impacts
- Property acquisitions
- Adjacent property impacts
- Existing roads affected
- Planning level costs

The base map was compiled from available County records. The proposed Staffordshire development is shown since it is a planned community adjacent to one of the corridors and is currently under review by Stafford County.

Overall Analysis

Table 1 contains the results of the evaluation. Each corridor has been evaluated as a 200 foot wide impact area. Similarities for each corridor include identical intersections at U.S. Route 17 and Centreport Parkway, and all must span the Falls Run floodway and floodplain fringe. All of the corridors have portions that fall in both of the Abel Lake and Falls Run drainage sheds. Appropriate Stormwater Management (SWM) and Best Management Practices (BMP) will be required to provide adequate runoff quality and quantity control. The post construction nonpoint nutrient and sediment runoff will comply with the Stafford County regulations in place at the time of design. Therefore, degradation of the water supply will not be an issue.

A project review of the existence of threatened and endangered species has been performed by the Division of Natural Heritage in a letter dated March 17, 2014. According to the information in their files, there is the potential for the Small whorled pogonia to occur within any of the corridors. It is recommended that a field survey be conducted once an alignment is chosen to determine the existence of the plant. Historic resources are still being analyzed by the Department Historical Resources. The results are due the week of March 17, 2014. A map prepared in 2003 for Stafford County called the Scheel Map, indicates that there are a few structures of historic interest within all of the corridors. They are noted on the attached exhibits.

Future studies pertaining to the typical roadway section will determine the intersection geometry for the various road crossings. Note that information shown on the attached exhibits has been taken from existing records. The areas and lengths of environmental impacts and impacted properties shown on Table 1 are based solely on the 200 foot width of the corridors. Once a preferred corridor has been selected, a more in depth analysis can be performed, including preliminary engineering of the horizontal and vertical alignment, a field verified wetlands study, and a topographic and boundary survey.

The pros and cons of each corridor are described in more detail below.

					CORRIDOR DESIGNATION	ESIGNATION		
		ISSUE	200' CORRIDOR A	RIDOR A	200' CORRIDOR B	RIDOR B	200' COR	200' CORRIDOR C
CORRIDOR LENGTH (miles)	IGTH (miles)		3.63	33	3.98	86	4.26	26
ESTIMATED COST	ıST ¹		\$99,090,288	0,288	\$108,644,448	14,448	\$116,287,776	37,776
		Potential Wetland Crossings (Acres) ²	0.5	6	0.5	5	2.1	1
		RPA Crossings (# of x-ings; Acres) ³	m	3.5	'n	3.5	5	9.1
ENVIRON	ENVIRONIMENTAL INPACTS	Perennial Stream Crossings in RPA (# of x-ings; LF) ³	m	068	4	1,180	7	3,190
		Other Stream Crossings (# of x-ings; LF) ³	15	7,540	22	10,160	18	8,440
		Bald Eagle	No	0	No	0	z	No
		Small whorled pogonia	Potential	ntial	Potential	ntial	Potential	ntial
I HKEA I ENE	I HKEA I EN EU & EN DANGEREU corcirca	harperella	Unlikely	tely	Unlikely	kely	Unlikely	kely
n		Dwarf wedgemussel	Unlikely	tely	Unlikely	kely	Unlikely	kely
		Critical Habitats	None	ы	None	ne	None	ne
		Regulatory Floodway (Falls Run)	Yes	s	Yes	S	Yes	s
LOOD HAZAR	D OVERLAY DISTRICT 5	FLOOD HAZARD OVERLAY DISTRICT ⁵ Flood Fringe (Falls Run)	Yes	s	Yes	Si	Yes	S
		Approximate Floodplain (Abel Lake)	No	0	No	0	Yes	S
0000		# Structures of Historic Interest ⁶	1		T		L	
NUICH	HISTURIC RESOURCES	# Eligible or Listed NRHP Sites ⁷	TBD	D	TBD	D	TBD	D
		A-1	31		30	0	£	33
		A-2	3		3		3	
		R-1	9		9		0	
ANALYSIS OF		R-2	2		2		2	
IMPACTS ON		M-1	æ		æ		æ	
PROPERTIES	_	Total	45	10	44	4	41	1
IN THE		A-1	3 to 6	. 6	3 to 5	55	1	
PROJECT		A-2	1		:		-	
VICINITY	STRUCTURE IMPACTS R-1	R-1			-			
(PRESENTED		R-2	-				-	
		M-1	4		4		4	_
CATEGORY)	CECONDARY	A-1	16		17	7	4	45
		A-2	2		2		2	-
		R-1	36	9	36	6	27	7
		R-2	-					
		M-1			-		•	
OTENTIAL FO	POTENTIAL FOR FUTURE EXTENSION TO	FO SPOTSYLVANIA COUNTY?	Yes	S	Yes	S	Yes	S

²Wetlands taken from the USFWS National Wetlands Inventory ³Taken from available Stafford County maps. ⁴DCR-DNH Project Review, Dated March 17, 2014 ⁵ FEMA FIRM Map Number 510154 Panels 0118E and 0119E ⁶Based on the Stafford Hisorical Society & Eugene Scheel Map, 2003 ⁷VDHR Project Review TBD

Individual Corridor Analysis

<u>Corridor A</u>

Corridor A, as shown on attached Exhibit 2, is the shortest alignment. This corridor also has the lowest amount of environmental impacts in all categories of wetland and stream disturbances. Although this corridor does not have the least number of properties impacted, it does have the lowest number of lots affected by secondary proximity impacts. Based on cost per linear foot alone, this option is the least expensive.

Corridor B

Corridor B is shown on attached Exhibit 3. Corridors A and B share a similar crossing point on Truslow Road and alignment from U.S. Route 17 to Truslow Road. Between Truslow Road and Centreport Parkway, however, the divergent path of Corridor B has extended its length and increased the impacts on a greater number of streams. The cost of this option, based on linear feet alone, is almost squarely between Corridors A and C. Other impacts are very similar to Corridor A.

Corridor C

This corridor, shown on attached Exhibit 4, is the longest of the options. Also to its disadvantage, it has the greatest number of wetlands, RPA, and floodplain disturbances. However, this alignment has the lowest number of affected lots based on land acquisition and structure impacts, mostly due to the fact that the alignment was previously planned. Conversely, it has the highest amount of lots affected by secondary proximity impacts, such as noise and line of sight. This alignment has the highest linear footage cost of the three alignments.

Exhibit 5 illustrates the various zoning categories and locations within the corridor alignments.

Alignment Recommendation

After analyzing the information obtained, TEG recommends the alignment shown in Corridor A. This alignment has the least cost when considering construction, right-of-way acquisition, utilities and bicycle/pedestrian facilities. Depending on the type of intersections constructed, the impacts to existing structures could be reduced from what is shown on Table 1. Environmental issues, including wetlands, RPA, and floodplains, are impacted the least with this corridor, as well as secondary property impacts.













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ROCK HILL CHURCH ROAD SAFETY STUDY

- The 2008 Transportation Bond Referendum listed safety improvements to Rock Hill Church Road as one of the proposed projects.
- The specific area of concern is located north of Mountain View Road near the intersection with Dunbar Drive. The improvement identified on the attached graphic, was estimated to cost ~\$950,000. Recent road improvement experience would put the actual cost at around \$1.5 million.
- At the request of the Board, VDOT recently completed the attached safety study of Rock Hill Church Road. Some key findings are as follows:
 - 2011 AADT equaled 1,800
 - The current speed limit of 40 mph appears appropriate
 - Road width is around 18', with 1' to 2' gravel shoulders
 - Safety/advisory signs are generally in place, but don't meet current guidelines
 - Clear zone width should be 12' to 14' for this road, but is far less than that in many locations. Right of way width is generally 30' (15' from center line)
 - Crash history is less than the district average, although an April 2013 fatal crash was not in the study period. It appears the fatal crash was not caused by deficient road conditions.
- VDOT listed numerous signage modifications and removal of clear zone obstructions along Rock Hill Church Road in their recommendations, including enhanced marking at the sharp curve identified by the Youth Driver Task Force.
- Similar to safety improvements on Mountain View Road and Brooke Road, Stafford County would take the lead to remove trees and driveway endwalls in the clear zone. VDOT would install delineators and highway safety signs.
- This work will be coordinated between County and VDOT staff and scheduled to begin after July 1, 2014.
- VDOT plans to initiate the evaluation of Telegraph Road next.

Transportation Bond Referendum Improvements Rock Hill Church Road





Introduction:

VDOT has completed a safety evaluation of Rock Hill Church Road from Mountain View Road (627) to Garrisonville Road (610) as shown on the location map on page 4 at the request of the Stafford County Board of Supervisors. The total length of the roadway in the study area is approximately three miles and was recently resurfaced and restriped with double yellow centerline. This study included review of crash data, visual assessment of the appropriateness of the posted speed, assessment of the need for curve warning signs, evaluation of available sight distances at public roadway intersections, and evaluation of the recommended clear zone along the roadway.

Existing Conditions:

Traffic Volume: The 2011 AADT along this roadway was 1800.

Geometry: Rock Hill Church Road is generally 18' wide with 1 to 2' gravel shoulders. The roadway has horizontal and vertical curvature at various locations along the route. Warning signs for horizontal curves along the roadway are in place and in fair condition, but to comply with new guidelines regarding the placement of horizontal warning signs, most signs will need to be relocated/upgraded.

Speed Limit and Associated Factors: Rock Hill Church Road is posted 40 mph by two resolutions – October 4, 1977 (Garrisonville Road to Van Horn Lane) and June 18, 1987 (Van Horn Lane to Mt. View Road).

Based on this field review the posted speed limits appear to be appropriate.



Traffic Control Devices: The roadway is marked with centerline pavement markings, and there are no passing zones along the roadway. Rock Hill Church Road is free-flowing throughout its length with stop conditions at Mountain View Road and Garrisonville Road. There are school bus stop ahead signs at several locations along the roadway as well as curve warning signs.

Clear Zone: The clear zone for the 40 mph speed limit and indicated traffic volumes is recommended to be 14-16 feet. This is the area that should be free of fixed objects, steep slopes, bodies of water, etc. that could increase the severity of run off the road crashes. The rural character and narrow right-of-way of Virginia's roadway system makes providing recommended clear zones impractical on a system-wide basis. VDOT strives to address the most critical locations as identified in our crash history data-base, as well as significant deficiencies that can be addressed by removal of isolated fixed objects and/or placement of guard rail and delineators. The right-of-way width for most secondary rural roads is 30 feet unless a specific project has occurred resulting in additional width. This limits our ability to remove obstructions as most will be outside the right-of-way. During our field review, we noted numerous trees and a few mailboxes, utility poles and fences within the right of way that are recommended for removal as detailed later in this memo.

Crash History: Crash occurrence for the three-year period from January 1, 2010 to December 31, 2012 was reviewed for the corridor and tabulated to identify any particular areas with a high incidence of crashes. The Fredericksburg District crash rate for similar roadways is detailed below:

For secondary highways:

The district average **crash** rate is: 254 per 100 million VMT. The district average **injury** rate is: 128 per 100 million VMT. The district average **fatality** rate is: 2.68 per 100 million VMT.

For the reported three-year period there were eight fixed object – off road crashes, two classified as "other" crashes, one rear-end, one non-collision, and one crash involved a deer for a total of 13 crashes, resulting in six injuries and \$119,900 in property damage. This gives a crash rate of 230, and an injury rate of 106 – both lower than the district averages. Although there were no high-crash locations, updating curve warning signs and providing a proper clear zone could lessen the number and impact of fixed object – off road crashes. There was a fatal crash on April 27, 2013 – outside of the three-year reporting period – that has not been included in these rates. Our review of the crash did not reveal any roadway deficiencies that would have contributed to the crash.



Recommendations:

Based on the completed research and field review, we have the following recommendations for this roadway:

- 1. The existing posted speed limit of 40 appears to be appropriate.
- 2. All curves are appropriately marked with advisory speed limits and signs are in good to fair condition. Chevrons will need to be upgraded and warning signs will be relocated to comply with new guidelines.
- 3. Delineators will be added to the right side of the roadway NB for the ditch just north of mailbox 477.
- 4. Object markers will be installed in the following locations:
 - a. Opposite Red Hill Drive for SB traffic approaching stream/headwall.
 - b. In the NW corner at Van Horn Street for SB traffic approaching culvert end.
- 5. Trim tree branches approximately 300 feet north of Mt. View Drive to improve visibility of the stop sign for SB traffic.
- 6. We recommend removal/relocation of the following roadside obstructions:
 - a. Utility pole and several trees on left shoulder between 0.1 and 0.6 mile north of Mt. View Road;
 - b. Tree on right shoulder approximately 0.3 mile north of Mt. View Road;
 - c. Several trees on left shoulder between 0.7 and 0.9 mile north of Mt. View Road in the vicinity of Dunbar Road;
 - d. Tree and brick walls on right shoulder approximately 1 mile north of Mt. View Road;
 - e. Several trees on left shoulder approximately 1 mile north of Mt. View Road;
 - f. Several trees on right shoulder approximately 1.5 miles north of Mt. View Road;
 - g. Tree on left shoulder approximately 1.8 miles north of Mt. View Road;
 - h. Split-rail fence on left shoulder just north of Maple Hill Rd which is approximately 2 miles north of Mt. View Road;
 - i. Several trees on right shoulder 2 miles north of Mt. View Road;
 - j. Tree on left shoulder approximately 2.2 miles north of Mt. View Road;
 - k. Utility pole on right shoulder approximately 2.6 miles north of Mt. View Road;



VDOT will pursue the utility pole issues in conjunction with permit applications, utility work and road work projects. Removal of trees and driveway columns would require the involvement of the County in contacting homeowners to determine their willingness to allow removal of these items. The guardrail located on the bridge over Aquia Creek, approximately 1.25 miles north of Route 627, was determined to be substandard and or/damaged and we are beginning the process to have the guardrail replaced.

Please contact us with any questions.





CRO-Traffic Engineering Fredericksburg Office



Sketch 1 of 3

Locations have been marked on pavement

To: Peter Hedrich From: Connie Johnson Location: Rt. 644, Rock Hill Church Rd., Stafford County Date: 2-11-2014



CRO-Traffic Engineering Fredericksburg Office



Sketch 2 of 3

Locations have been marked on pavement

To: Peter Hedrich From: Connie Johnson Location: Rt. 644, Rock Hill Church Rd. Stafford County Date: 2-11-2014



CRO-Traffic Engineering Fredericksburg Office



Sketch 3 of 3

Locations have been marked on pavement

To: Peter Hedrich From: Connie Johnson Location: Rt. 644, Rock Hill Church Rd. Stafford County Date: 2-11-2014

BOARD OF SUPERVISORS Agenda Item

#_____

Meeting Date:	April 1, 2014
Title:	Authorize the County Administrator to Execute an Agreement with Celebrate Virginia Development Company, LLC, Regarding Completion of the Celebrate Virginia Parkway
Department:	County Administration
Staff Contact:	Keith Dayton
Board Committee/ Other BACC:	Infrastructure Committee
Staff Recommendation:	Approval
Budget Impact:	See background report
Time Sensitivity:	N/A

ATTACHMENTS:

STAFFORD Virginia

1.	Background Report	4.	Draft Agreement, Note, and Deed of Trust
2.	Resolution R12-285 dtd. 12/18/12	5.	Proposed Resolution R14-46
3.	Map of Parcel 45-15B		

Consent Agenda	Other Business	Х	Unfinished Business
Discussion	Presentation		Work Session
New Business	Public Hearing		Add-On

REVIEW:

Х	County Administrator	
Х	County Attorney	
Х	Finance and Budget	

DISTRICT:	Hartwood
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BACKGROUND REPORT

The Celebrate Virginia Parkway (Parkway) is a private four-lane road, approximately four miles long, constructed in association with the Celebrate Virginia community. Construction plans for the road were submitted in 2001 and work began not long after. The road has been completed and in use for approximately ten years, but never accepted by VDOT into the Secondary System of State Highways (SSSH) for maintenance. The Parkway is an important road serving a large commercial area and residential community, as well as a planned office park in Celebrate Virginia North.

On December 18, 2012, the Board adopted Resolution R12-285 (Attachment 2), which authorized the County Administrator to execute an Agreement with the developer, Celebrate Virginia Development Company, LLC (Developer), to complete the work necessary to have the Parkway accepted into the SSSH. The principal terms of this proposed Agreement, as authorized by R12-285, were to be as follows:

- The Developer would provide \$300,000 to the County upon execution of the Agreement to complete the remaining work;
- The County would provide up to an additional \$150,000 for the completion of the work, should it be necessary, and the Developer would reimburse the County at \$30,000 per year for not longer than the next five years;
- The Developer offered Tax Map Parcel 44W-4A as collateral toward the satisfaction of the obligation, should the cost of the work exceed the \$300,000. This parcel had an assessed value of just over \$688,000;
- The Developer requested the right to review construction bids prior to issuance of a contract by the County, and to attempt to obtain a lower price if they felt the cost excessive; and
- The County would manage the work necessary to complete the Parkway.

To establish the final terms of the Agreement, the work necessary to complete the Parkway was quantified and offered for public bids. The lowest bid was considerably higher than the \$450,000 limit authorized by Resolution R12-285, due to additional work requirements placed upon the project by the Virginia Department of Transportation (VDOT). Without any practical way to fund the added cost for the road improvements, the Agreement was never finalized.

Recently, the developer approached the County with an alternate proposal for the completion of the work necessary to have the Parkway accepted into the SSSH. The revised, proposed terms include:

- The County will provide a \$150,000 loan from the Transportation Fund for the completion of the work, with the Developer reimbursing the County at least \$30,000 per year for not longer than a five year period;
- The Developer will provide all funding in excess of the \$150,000 loan provided by the County to complete the remaining work;
- The Developer will manage the work necessary to complete the Parkway;
- If the Developer completes the sale of the law enforcement training apartments authorized by the Board by Ordinance 013-50, the Developer will repay the County's loan with any proceeds remaining after taxes and the deeds of trusts are paid in full. If proceeds from the sale of the law enforcement training apartments are less than \$150,000, the Developer will remain responsible for the outstanding balance, with details for payment to be provided in the Agreement; and

Attachment 1 R14-46 Page 2

• The Developer will provide Tax Map Parcel 45-15B, as shown on Attachment 3, as security to the County for the loan. County staff has researched the title to this property and determined that the assessed value of \$265,300 is adequate for this purpose. Parcel 45-15B is included with several other parcels as collateral on a loan. In order for 45-15B to serve as collateral for this Agreement, the parcel must be released from the previous Agreement, or subordinated, to the County; consequently, this provision is included in the authorization to execute an agreement with the Developer.

The Infrastructure Committee considered this matter at its March 4, 2014 meeting. Following the Infrastructure Committee meeting, discussions were conducted to see if the proposed agreement could be modified to address the concerns expressed at the Infrastructure Committee meeting. The following provisions are now proposed to address these concerns.

- The County will receive interest on the outstanding loan balance equal to the Federal Funds Rate Plus 1%, on the date the Agreement is executed until the loan is paid in full; and
- Funds from the Transportation Fund loan will be provided to the developer <u>only after</u> completion of the work to the satisfaction of VDOT for acceptance into SSSH. This ensures completion of the road work before public funds are committed.

When the work is completed and accepted by VDOT into the SSSH, private roadway maintenance costs will be reduced. This will ultimately result in savings for the residents of Celebrate Virginia, as well as reducing the long-term liability of the residents for maintenance costs associated with roadway repairs.

The proposed draft Agreement, Note, and Deed of Trust are included as Attachment 4.

Staff recommends approval of proposed Resolution R14-46, authorizing an Agreement with the Developer wherein the County will provide a loan of up to \$150,000 from Transportation Fund revenues for completion of the road improvements necessary to have the Celebrate Virginia Parkway accepted by VDOT into the SSSH.

<u>R12-285</u>

BOARD OF SUPERVISORS COUNTY OF STAFFORD STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, Stafford County Administration Center, Stafford, Virginia, on the 18th day of December, 2012:

MEMBERS:	<u>VOTE</u> :
Susan B. Stimpson, Chairman	Yes
Cord A. Sterling, Vice Chairman	Yes
Jack R. Cavalier	Yes
Paul V. Milde III	Yes
Ty A. Schieber	Yes
Gary F. Snellings	Yes
Robert "Bob" Thomas, Jr.	Yes

On motion of Mr. Milde, seconded by Mr. Thomas, which carried by a vote of 7 to 0, the following was adopted:

A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH CELEBRATE VIRGINIA DEVELOPMENT COMPANY, LLC, FOR COMPLETION OF THE CELEBRATE VIRGINIA PARKWAY FOR ACCEPTANCE INTO THE SECONDARY SYSTEM OF STATE HIGHWAYS

WHEREAS, construction of the Celebrate Virginia Parkway ("the Parkway") was completed by the developer, Celebrate Virginia Development Company, LLC, ("the Developer") but the road was never accepted into the Secondary System of State Highways for maintenance; and

WHEREAS, the Parkway serves a large commercial area, residential neighborhoods, County construction efforts associated with Rocky Pen Run Reservoir, and a planned office park; and

WHEREAS, it will cost up to \$450,000 to complete the remaining work for the Virginia Department of Transportation (VDOT) to accept the Parkway into the Secondary System of State Highways; and

WHEREAS, this cost will rise substantially if immediate action is not taken to complete the work for acceptance by VDOT; and

WHEREAS, the Developer indicated that it is unable to fully fund the remaining work at this time, but it will execute an agreement with the County, subject to certain terms, to allow the County to complete the work; and WHEREAS, the following provisions will be included in the agreement:

- The Developer will provide \$300,000 to the County upon execution of the agreement to complete the remaining work on the Parkway.
- The County will provide up to an additional \$150,000 for the completion of the work, should it be necessary, and the Developer will reimburse the County at \$30,000 per year for not longer than the next five (5) years.
- The Developer offered Parcel 44W-4A as collateral towards the satisfaction of this obligation, should the cost of the work exceed the \$300,000 they are providing.
- The Developer requests the right to review construction bids prior to issuance of a contract by the County, and to attempt to obtain a lower price if they feel the cost is excessive.
- The County will solely manage the work necessary to complete the Parkway.

WHEREAS, staff reviewed these terms and determined that they are reasonable and acceptable; and

WHEREAS, the agreement will contain other necessary and appropriate terms defining the responsibilities of the parties; and

WHEREAS, the Board finds that this agreement, and completion of the Parkway, promotes the health, safety, and general welfare of the County and its citizens;

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 18th day of December, 2012, that it be and hereby does authorize the County Administrator to execute an agreement and any other necessary documents with Celebrate Virginia Development Company, LLC, for the County to complete the Celebrate Virginia Parkway for acceptance into the Secondary System of State Highways.

A Copy, teste:

Anthony J. Romanello, ICMA-CM County Administrator

AJR:KCD:kd

Attachment 3



DRAFT AGREEMENT

April 1, 2014

THIS AGREEMENT (this "<u>Agreement</u>") is made effective as of ***** _____, 2014, the date this Agreement has been executed by the parties (the "<u>Effective Date</u>"), by and between **CELEBRATE VIRGINIA DEVELOPMENT COMPANY, INC.**, a Virginia corporation ("<u>Celebrate Virginia</u>"), **CELEBRATE VIRGINIA CORPORATE CAMPUS, LLC**, a Virginia limited liability company, (the "<u>CVCC</u>") (Celebrate Virginia and CVCC collectively referred to herein as "<u>Celebrate Virginia Entities</u>"), **CARTER 9, LLC**, a Virginia limited liability company ("Carter"), and the **COUNTY OF STAFFORD, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "<u>County</u>").

RECITALS:

Celebrate Virginia, on behalf of the Celebrate Virginia North Community A. Development Authority, constructed the Celebrate Virginia North Parkway located in Stafford County, Virginia in accordance with those certain construction plans entitled ςς prepared by and dated (the "Plans"). Prior to the dedication of the Celebrate Virginia North Parkway to the County, excluding Ramp A, which is shown on Sheet(s) of the Plans (the "Parkway"), repairs to the Parkway are necessary, including but not limited to curb and sidewalk replacements, asphalt repairs, striping, bridge repairs and sewer cleaning as more particularly described on Exhibit A ("Repairs"). The parties estimate the cost of the Repairs will total approximately \$650,000, provided that the exact amount shall be determined -upon completion of the Repairs ("Cost of Repairs").

B. Upon execution of a construction contract for the Repairs ("<u>Contract Award</u>"), Celebrate Virginia shall manage the completion of the Repairs and obtain the acceptance of the Parkway by the Virginia Department of Transportation ("<u>VDOT</u>") in consideration of the terms and conditions of this Agreement. Celebrate Virginia will solely manage the Repairs for completion of the Parkway.

C. Celebrate Virginia shall hire a contractor for the completion of the Repairs, to include punch list items, if any.

D. Celebrate Virginia shall coordinate with the Virginia Department of Transportation (VDOT) for inspection of the work, development and completion of a punch list, and completion of a Final Inspection and Notice of Acceptance of the Work.

E. Upon notice of completion of the Work and notice by VDOT of its acceptability into the Secondary System of State Highways (System), the County will provide Celebrate Virginia with \$150,000 as a Loan to be applied against the Cost of Repairs, subject to the terms as follows:. The County shall finance the Loan at a rate equal to the Federal Funds Rate in effect on the date of execution of the Agreement, plus 1%, over 5 years with five annual, principal payments based on the Loan amount (i.e. a Loan amount of \$150,000.00 would require five annual payments of \$30,000.00 plus interest) in accordance with the terms of the Promissory Note ("Note") attached hereto and incorporated herein as **Exhibit B**. The Note shall be secured

by a first lien priority deed of trust on Stafford County Tax Map Parcel 45-15B owned by Carter and in accordance with the terms of the Deed of Trust ("<u>Deed of Trust</u>") attached hereto and incorporated herein as <u>Exhibit C</u>.

F. The County will in good faith expeditiously pursue the process of acceptance of the Parkway into the System, to include the Board of Supervisors petitioning VDOT for acceptance. Celebrate Virginia shall be responsible for the filing of acceptance paperwork, payment of all filing and maintenance fees, and providing bonds necessary for VDOT acceptance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto hereby covenant and agree as follows:

1. <u>Recitals</u>. The recitals above are incorporated herein by this reference as matters of contract, and not mere recital.

2. <u>Contract</u>. This Agreement shall constitute a binding contract on the terms and conditions set forth herein.

3. <u>Closing/Post-Closing</u>. The closing of the Loan (the "<u>Closing</u>") shall occur on or prior to ______, 2014 ("<u>Closing Date</u>"), subject to the satisfaction of the Contract Award.

The Closing shall take place at the office of Fidelity National Title Insurance Company ("<u>Settlement Agent</u>"), 804 Charles Street, Fredericksburg, Virginia 22401, or at such other place as may be agreed to by the parties. The Celebrate Virginia Entities shall pay the costs of preparing the Note, Deed of Trust, examination of title to Parcel 45-15B, the lender's title insurance policy for the Deed of Trust, and any recording taxes, fees and costs in connection with the recordation of the Deed of Trust. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Closing.

4. <u>Documents for Closing</u>. On the Closing Date, the Celebrate Virginia Entities shall deliver to the Settlement Agent the following, all in form and content reasonably satisfactory to the County:(a) Note; (b) Deed of Trust; and (c) settlement statement. On the Closing Date, County shall deliver to the Settlement Agent a settlement statement. The parties agree to provide such other documents as may be reasonably necessary in the opinion of County's counsel or the Settlement Agent to consummate and close the Loan pursuant to the terms and provisions of this Agreement.

5. <u>Remedies</u>. In the event that either party deems the other party to be in default, the non-defaulting party shall provide to the other party a written notice of default and 5 day opportunity to cure before proceeding to exercise its remedies hereunder. The non-defaulting party shall have the right to either (i) terminate this Agreement whereupon this Agreement shall become null and void and of no further force and effect, except to the extent that any such

obligations expressly survive Closing or (ii) to seek specific performance of this Agreement by appropriate pleading filed in the Circuit County of Stafford within ninety (90) days after such default, or (iii) exercise all remedies available at law.

6. <u>Assignment</u>. Neither party hereto shall assign its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party.

7. <u>Notices</u>. Any and all notices, elections and communications required or permitted by this Agreement shall be made or given in writing and shall be delivered in person, or sent by postage prepaid United States mail, certified or registered, return receipt requested, to the other parties at the addresses set forth below, or such other address as may be furnished by notice in accordance with this paragraph. The date of notice given by personal delivery or by facsimile or electronic mail transmission shall be the date of such delivery or such transmission. The effective date of notice by mail shall be the date such notice is received by addressee:

If to Celebrate Virginia Entities:	1201 Central Park Boulevard Fredericksburg, Virginia 22401
with a copy to:	Hirschler Fleischer 725 Jackson Street, Suite 200 Fredericksburg, Virginia 22401 Attention: John F. McManus, Esq.
If to Carter:	1201 Central Park Boulevard Fredericksburg, Virginia 22401
with a copy to:	Hirschler Fleischer 725 Jackson Street, Suite 200 Fredericksburg, Virginia 22401 Attention: John F. McManus, Esq.
If to County:	County Administrator, Stafford County P. O. Box 339, Stafford, VA 22555
If to Settlement Agent:	Fidelity Title Insurance Company 804 Charles Street Fredericksburg, Virginia 22401 Attn: Ms. Crystal Gray

Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall not invalidate the effectiveness of any notice, demand, request or other communication. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Any notice required under this Agreement may be given on behalf of a party by its legal counsel.

8. <u>Entire Agreement</u>. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

9. <u>Headings</u>. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.

11. <u>Calculation of Time Periods</u>. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday in the State of Virginia, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. EST.

12. <u>Governing Law</u>. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

13. <u>Construction</u>. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

14. <u>Authority</u>. Seller and Purchaser represent to one another that the person executing this Agreement on its behalf is duly authorized by its board of directors, members or managers, as applicable, to execute and deliver this Agreement on behalf of such party.

15. <u>Binding Effect</u>. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns.

16. <u>Severability</u>. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

17. <u>Counterparts</u>. This Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one agreement. Notwithstanding the foregoing, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

18. <u>Attorneys' Fees</u>. In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including, without limitation, reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level.

19. <u>Survival</u>. The provisions of this Agreement that contemplate performance after Closing and the obligations of the parties not fully performed at Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

STAFFORD COUNTY, VIRGINIA

By:

Anthony J. Romanello, County Administrator

APPROVED AS TO FORM:

Stafford County Attorney's Office Printed Name: Title: By: [SEAL] B. Judson Honaker, Jr., Vice President and Member of the Board of Managers

CELEBRATE VIRGINIA DEVELOPMENT COMPANY, INC., a Virginia corporation

By: [SEAL] B. Judson Honaker, Jr., President

CARTER 9,LLC, a Virginia limited liability company

By: [SEAL]

B. Judson Honaker, Jr., President

Exhibits:

Exhibit A: Repairs Exhibit B: Note Exhibit C: Deed of Trust

EXHIBIT A – REPAIRS

[TO BE ATTACHED]

EXHIBIT B - PROMISSORY NOTE

_____, 2014 Fredericksburg, Virginia

For value received, **CELEBRATE VIRGINIA DEVELOPMENT COMPANY, INC.**, a Virginia corporation ("Maker"), unconditionally promises to pay to the order of **COUNTY OF STAFFORD, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Noteholder"), at County Administrator, Stafford County, P. O. Box 339, Stafford, VA 22555, or at such other place as the Holder may designate, in lawful money of the United States of America, the principal sum of **ONE HUNDRED AND FIFTY THOUSAND DOLLARS** (**\$150,000.00**), Federal Funds Rate in effect on the date of execution of the Agreement, plus 1%, and in accordance with the following terms and provisions:

- 1. <u>Payment Terms</u>. Commencing on ______, 2014, and annually thereafter until the Maturity Date (as defined below), Maker shall pay annual installments of principal in the amount of \$30,000.00, plus interest at the Federal Funds Rate in effect on the date of execution of the Agreement, plus 1%,. Any payment not received by the Noteholder by no later than 10 days after the due date thereof shall be subject to a five percent (5%) late charge.
- 2. <u>Maturity Date</u>. The entire principal balance hereof together with all interest and all other amounts payable under or in connection herewith shall be due and payable in full on or before ______, 2019 (the "Maturity Date").
- 3. **<u>Prepayment</u>**. This Note may be prepaid in full or in part at any time without premium or penalty.
- 4. **Default.** If the Maker shall fail to pay any amount due under this Note within ten (10) days of written notice of such default by Noteholder to Maker, then in such event the entire principal balance hereof, and all other amounts payable hereunder shall become immediately due and payable at the option of the Noteholder. Any delay by the Noteholder in exercising or any failure of the Noteholder to exercise the aforesaid option to accelerate with respect to a particular default shall not constitute a waiver of its right to exercise such option with respect to that or any subsequent default.
- 5. <u>Collection Costs and Expenses</u>. The Maker shall pay all costs, fees and expenses, including court costs and reasonable attorneys' fees, incurred by the Noteholder in collecting or attempting to collect any amount that becomes due hereunder.
- 6. <u>Notices</u>. All notices, requests and demands with respect hereto shall be in writing and shall be delivered by hand, via overnight mail, or sent by the United States mail, certified, first class postage prepaid, return receipt requested, at the following addresses:
| If to the Noteholder to: | County Administrator, Stafford County
P. O. Box 339, Stafford, VA 22555 |
|--------------------------|--|
| If to Maker: | 1201 Central Park Boulevard
Fredericksburg, Virginia 22401 |

Any notice, request or demand delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) upon the earlier of the date it is actually received or (a) on the business day after the day on which it is delivered by hand or sent by overnight mail, or (b) on the second business day after the day on which it is deposited in the United States mail. The Maker or the Noteholder may change their address by notifying the other party of the new address in any manner permitted by this paragraph.

7. <u>Severability</u>. If any provisions of this Note, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of the provisions of this Note, or the application of such provision to other persons or circumstances, shall remain in force to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed.

CELEBRATE VIRGINIA DEVELOPMENT COMPANY, INC., a Virginia corporation

By:

[SEAL]

B. Judson Honaker, Jr., President

EXHIBIT C - DEED OF TRUST

Prepared by and return to: Hirschler Fleischer 725 Jackson Street, Suite 200 Fredericksburg, VA 22401

Consideration: \$150,000.00 Tax Map Parcel Number: 45-15B

DEED OF TRUST

THIS DEED OF TRUST, made this _____ day of ______, 2014, by and between <u>CARTER 9, LLC</u>, a Virginia limited liability company (the "Grantor"); and <u>COUNTY OF STAFFORD, VIRGINIA</u>, a political subdivision of the Commonwealth of Virginia (the "Lender").

Celebrate Virginia Development Company, Inc., a Virginia corporation ("Celebrate Virginia"), is justly indebted unto Lender in the principal sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00**). To evidence that indebtedness, Celebrate Virginia has executed a Promissory Note of even date herewith, payable to Lender in the principal amount of \$150,000.00, plus interest at the rate described in the Agreement (the "**Note**"), with a maturity date of _______, 2019. Grantor acknowledges and confirms that Grantor will derive material and direct benefits from the Note and agrees that such benefits are sufficient consideration to support the conveyance of its property in trust pursuant to this Deed of Trust to secure the payment of the Note. Grantor desires to secure the payment of the Note and the performance of the obligations of Grantor hereunder, all in accordance with the terms and conditions set forth below.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That to secure the prompt payment of the Note and all charges and advances in the Note and as herein provided, Grantor does hereby grant and convey unto the Trustee the land and premises designated as Stafford County Tax Map Parcel 45-15B and as described in <u>Exhibit A</u>, attached hereto and incorporated herein.

TOGETHER WITH all the buildings, improvements, equipment and fixtures now or hereafter erected or placed thereon, and all privileges, easements, rights of way and appurtenances thereto belonging, all building materials and supplies at any time delivered to or placed thereon and all the estate, right, title and interest of Grantor in and to the said land and premises. The land and property described above is hereinafter referred to as the "Property".

TO HAVE AND TO HOLD, the Property, with all rights, privileges and appurtenances thereunto, belonging to the Trustee, upon the trusts and for the uses and purposes hereinafter set out. Grantor covenants with the Trustee that Grantor is seized of, and has the right to convey, the Property, in fee simple, that the Property is free and clear of all encumbrances except to the extent of the lawful priority of liens or encumbrances approved and accepted by Lender.

IN TRUST to secure the prompt payment of the Note and the indebtedness herein described and secured and to secure the performance by Grantor of the conditions, obligations and covenants in the Note and in this Deed of Trust.

Grantor further covenants with the Trustee and Lender and their respective heirs, successors and substitutes as follows:

1. <u>Note Payments</u>. Grantor shall make timely payments of principal on the Note in the amounts, in the manner, and at the place set forth therein. This Deed of Trust secures payment of the Note in accordance with its terms, which are incorporated herein by reference.

2. <u>Taxes and Charges</u>. Grantor shall pay all taxes, charges and assessments which may become a lien upon the Property hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Lender official receipts evidencing payment thereof. In the event of the passage after the date of this Deed of Trust of any law changing in any way the laws now in force for state or local taxation of mortgages, deeds of trust or debts secured thereby, or the manner of the collection of any such taxes so as to affect this Deed of Trust, the whole principal sum (together with interest) secured by this Deed of Trust shall at the option of Lender without notice become immediately due and payable. Grantor shall pay all recording fees, filing fees and documentary stamp taxes associated with the recording of this Deed of Trust and any modifications, extensions, or amendments hereto or releases hereof.

3. <u>Insurance</u>. Upon the construction of any improvements on the Property by Grantor, Grantor shall continually maintain insurance against loss, by fire, or other hazards on such improvements hereafter constructed on the Property and shall (1) promptly pay all premiums, therefore, when due, (2) name Lender in all such policies as first mortgagee/loss payee, and (3) provide Lender proof of such insurance coverage annually.

4. <u>Assignment of Rents, Profits, and Condemnation Awards</u>. To further secure said Note, Grantor hereby presently and irrevocably assigns and transfers to Lender all rents, profits, proceeds, and other payments due Grantor at any time under any leases and/or condemnation actions, now existing or hereafter arising, concerning the Property. In the event Grantor defaults hereunder or under said Note, Lender shall be immediately entitled to collect directly all such rents, profits, proceeds, and other payments due Grantor and to apply the monies so collected to the indebtedness under said Note. However, these assignments shall be cumulative remedies to Lender in the event of default and any and all other remedies available to Lender may be exercised. Grantor agrees to execute such further assignments of any compensation, awards, damages, claims, rights of action and proceeds as Lender may require.

5. <u>Care of Property</u>. Grantor will keep the Property in good order and repair and will not commit or permit any waste, deterioration, impairment or any other thing whereby the value of the Property might be impaired.

6. <u>Compliance with Laws</u>. This Deed of Trust shall be governed by the laws of Virginia. If any one or more of the provisions or clauses of this Deed of Trust or the Note or any other document executed in connection therewith shall be held invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby and this Deed of Trust shall otherwise remain in full force and effect. Grantor shall promptly and at all times comply with all laws, statutes and regulations

regarding the use and occupancy of the Property, including but not limited to any applicable legal requirements of the Commonwealth of Virginia or other federal or local government laws relating to the use or condition of the Property.

7. <u>Substitute Trustees</u>. Lender shall have the unqualified right to remove the Trustee and to appoint one or more substitute or successor trustees by filing or recording, in the office where this Deed of Trust is recorded, a deed of appointment of substitute trustees. Any such removal or appointment may be made any time without notice and without specifying any reason therefor. Any such appointee shall become vested with title to the Property, in trust, and with all rights, powers and duties conferred upon the Trustee in the same manner and to the same effect as though he or she were named herein as the original trustees. The powers, duties and trusts hereby created and in the Trustee may be executed by one of the trustees with the same legal force and effect as though executed by both of them.

8. <u>Attorneys' Fees</u>. In the event that Grantor shall default in its obligations hereunder and it becomes necessary or proper to employ an attorney to enforce compliance by Grantor with any of the provisions herein contained, or in the event the Trustee voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under the Bankruptcy Code) to protect the Property herein conveyed or to protect the lien of this Deed of Trust, Grantor agrees to pay all reasonable attorneys' fees and all of the costs that may reasonably be incurred and such fees and costs shall be secured by this Deed of Trust and its payment enforced as if it were a part of the Note. Grantor shall be liable for all reasonable attorneys' fees and costs of the Trustee whether or not any suit or proceeding is commenced.

9. <u>Transfer of Premises</u>. If all or any part of the Property or any interest therein is sold, or otherwise transferred by deed without Lender's prior written consent, Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable; provided, however, the Grantor may execute a deed of trust encumbering the Property that is subordinate to this Deed of Trust without Lender's written consent.

10. <u>Remedies</u>. All remedies provided in this Deed of Trust to Lender are cumulative to any other right or remedy under this Deed of Trust or the Note or as afforded by law or equity, and may be exercised concurrently, independently or successively and any costs, expenses or monetary rights (including rights of the Lender to attorneys' fees) associated with the exercise of such remedy or remedies shall be secured by this Deed of Trust in addition to all other obligations herein provided for.

11. Default. If there shall be a default in any of the terms and conditions of this Deed of Trust and/or the Note that remains uncured, all sums owing to Lender thereunder regardless of maturity and without further notice shall immediately become due and payable at the option of Lender. On application of Lender, the Trustee shall foreclose this Deed of Trust and is hereby empowered to sell the Property at public sale. If Lender invokes the power of sale, Lender or the Trustee shall give to Grantor a copy of a notice of sale in the manner prescribed by applicable law. Trustee shall give public notice of sale by advertising, in accordance with applicable law, once a week for four successive weeks in a newspaper published or having general circulation in the county or city in which the property or some portion thereof is located, and by such additional or different form of advertisement as the Trustee may deem advisable. The Trustee may sell the Property on any day following the day of the last advertisement which is no earlier than eight days following the first advertisement nor more than thirty days following the last

advertisement. The Trustee, without further demand on Grantor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as the Trustee may determine. At any such sale the Trustee may require the successful bidder immediately to deposit with the Trustee cash or certified check in an amount equal to as much as ten (10) percent of the foreclosure sale price. The Trustee may postpone sale of all or any part of the Property by public announcement at the time and place of any previously scheduled sale or by advertising in accordance with applicable law. Lender or Lender's designee may purchase the property at any sale held by the Trustee or otherwise.

The Trustee shall deliver to the successful bidder or purchaser at the Trustee's sale a Trustee's deed conveying the Property so sold with special warranty of title. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. The Trustee shall apply the proceeds of the sale in the following order: (a) all reasonable costs and expenses of the sale, including, but not limited to, Trustee's fees, reasonable attorneys' fees and costs of title examination; (b) to the discharge of all taxes, levies and assessments on the Property, if any, as provided by applicable law, (c) to all sums secured by this Deed of Trust; (d) the excess, if any, to the person or persons legally entitled thereto, including, if any, holders of liens inferior to this Deed of Trust in order of their priority, provided that the Trustee has actual notice of such liens. The Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at such sale.

12. <u>Virginia Statutory Provisions</u>. This Deed of Trust shall be construed to confer and impose on the parties hereto the rights, duties, and obligations set forth in Virginia Code §§55-59 *et seq.*, and to incorporate herein the following provisions of Virginia Code §55-60 by short term reference:

All exemptions waived. Subject to call on default. Deferred purchase money. Renewal, extension or reinstatement permitted. Substitution of trustee permitted, any number of times without exhaustion of the right to do so. Any trustee may act.

13. <u>Successors and Assigns</u>. The provisions of this Deed of Trust shall be binding upon and inure to the benefit of Grantor, their heirs, personal representatives, successors and assigns, the Trustee and any successor, or substitute trustee or trustees, and the holder of the Note hereby secured. Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

14. <u>Release</u>. Upon the full payment of the Note and any extensions or renewals thereof, and all moneys advanced or expended as provided for in the Note or as herein provided, and all other costs, attorney's fees, charges, commissions, and expenses of whatever kind and nature which may become due hereunder or under the Note, the Lender shall release and reconvey the Property unto Grantor. Within five (5) days of Grantor's written request after the full payment of the Note and any extensions or renewals thereof, and without requirement of any additional payment, Lender and Trustee shall execute all deeds of dedication, subdivision plats, easements, utility agreements, restrictive covenants, declarations or other agreements, and

release from the lien of the Deed of Trust all streets, alleys, easements, buffer areas, widening strips, dedications and common areas, as may be required for the development of the Property.

WITNESS the following signature and seal.

CARTER 9, LLC, a Virginia limited liability company

_____ [SEAL] B. Judson Honaker, Jr., President By:

COMMONWEALTH OF VIRGINIA COUNTY OF _____:

This _____, 2014, by B. Judson Honaker, Jr., President of Carter 9, LLC, a Virginia limited liability company, personally appeared before me and acknowledged the foregoing deed of trust.

Notary Public	
Registration #	
My commission expires:	

EXHIBIT A

[PROPERTY DESCRIPTION TO BE ADDED]

4830154-4 038993.00001

PROPOSED

BOARD OF SUPERVISORS COUNTY OF STAFFORD STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, Stafford County Administration Center, Stafford, Virginia, on the 1st day of April, 2014:

MEMBERS:

VOTE:

Jack R. Cavalier, Chairman Gary F. Snellings, Vice Chairman Meg Bohmke Paul V. Milde, III Laura A. Sellers Cord A. Sterling Robert "Bob" Thomas, Jr.

On motion of , seconded by , which carried by a vote of to , the following was adopted:

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH CELEBRATE VIRGINIA DEVELOPMENT COMPANY, LLC, TO COMPLETE THE CELEBRATE VIRGINIA PARKWAY FOR ACCEPTANCE BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION INTO THE SECONDARY SYSTEM OF STATE HIGHWAYS

WHEREAS, construction of the Celebrate Virginia Parkway (Parkway) was completed by the developer, Celebrate Virginia Development Company, LLC (Developer) but the road was never accepted into the Secondary System of State Highways for maintenance; and

WHEREAS, the Parkway serves a large commercial area, residential neighborhoods, County construction efforts associated with Rocky Pen Run Reservoir, and a planned office park; and

WHEREAS, completion of the Parkway and acceptance into the state system for maintenance will result in a reduction of private maintenance costs, and the long term liability resulting from major roadway deterioration; and

WHEREAS, the Board, by adoption of Resolution R12-285, authorized the County Administrator to execute an agreement with the Developer that included specific terms; and

WHEREAS, the Parkway road improvements could not be completed under those original terms; and

WHEREAS, the Developer desires to complete the Parkway, and the proposed new Agreement terms are as follows:

- The County shall provide a \$150,000 loan from the County's Transportation Fund for the completion of the work, and the Developer shall pay the County a minimum of \$30,000 per year, plus interest, for not longer than a five-year period.
- The Developer shall provide all funding in excess of the \$150,000 provided by the County to complete the remaining Parkway work.
- The Developer shall manage the work necessary to complete the Parkway.
- If the Developer completes the sale of the law enforcement training apartments authorized by the Board by Ordinance O13-50, the Developer shall repay the County with any proceeds remaining after the taxes and the deeds of trusts are paid in full.
- The County will receive interest on the outstanding loan balance equal to the Federal Funds Rate Plus 1%, in effect on the date the Agreement is executed until the loan is paid in full.
- Funds from the loan will be provided only after completion of the work to the satisfaction of VDOT for acceptance of the Parkway into Secondary System of State Highways.
- The Developer shall provide Parcel 45-15B as security for the County's loan.
- Any and all liens, deeds of trust, or other encumbrances against Parcel 45-15B shall be released in full, or subordinated to the County from any prior agreements involving the Developer prior to execution of the Agreement.

; and

WHEREAS, staff reviewed these terms and determined that they are reasonable and acceptable; and

WHEREAS, completion of these road repairs and acceptance of the Parkway into the state system will ultimately result in savings for the residents of Celebrate Virginia, as well as reducing the long term liability to these residents for maintenance costs associated with roadway repairs; and

WHEREAS, the Board finds this Agreement secures and promotes the health, safety, and general welfare of the County and its citizens;

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 1st day of April, 2014, that it be and hereby does authorize the County Administrator or his designee to execute an Agreement substantially in conformance with the draft Agreement dated April 1, 2014, and any other necessary and/or appropriate documents, with Celebrate Virginia Development Company, LLC, to complete the Celebrate Virginia Parkway for acceptance into the Secondary System of State Highways.

AJR:KCD:kd

<u>CM14-01(a)</u>

INFRASTRUCTURE COMMITTEE BOARD OF SUPERVISORS COUNTY OF STAFFORD STAFFORD, VIRGINIA

AGENDA

CLOSED MEETING April 1, 2014

ABC Conference Room George L. Gordon, Jr., Government Center

1. Public Contract

Discussion of a public contract for the operation of the Embrey Mill Indoor Recreational facility.

Keith C. Dayton, Deputy County Administrator Virginia Code § 2.2-3711(A)(29)

INFRASTRUCTURE COMMITTEE BOARD OF SUPERVISORS COUNTY OF STAFFORD STAFFORD, VIRGINIA

RESOLUTION OF CLOSED MEETING

At a regular meeting of the Stafford County Board of Supervisors Infrastructure Committee (the Committee) held in the ABC Conference Room, George L. Gordon, Jr., Government Center, Stafford, Virginia, on the 1st day of April, 2014:

MEMBERS:

Cord A. Sterling, Chairman Paul V. Milde III Gary Snellings

VOTE:

On motion of , seconded by , which carried by a vote of , the following was adopted:

A RESOLUTION TO AUTHORIZE CLOSED MEETING

WHEREAS, the Committee desires to hold a Closed Meeting for discussion of a public contract for the operation of the Embrey Mill Indoor Recreational facility; and

WHEREAS, pursuant to Virginia Code § 2.2-3711(A)(29), such discussions may occur in Closed Meeting;

NOW, THEREFORE, BE IT RESOLVED that the Stafford County Board of Supervisors Infrastructure Committee on this the 1st day of April, 2014, does hereby authorize discussions of the aforestated matters in Closed Meeting.

A Copy, teste:

Anthony J. Romanello, ICMA-CM County Administrator

INFRASTRUCTURE COMMITTEE BOARD OF SUPERVISORS COUNTY OF STAFFORD STAFFORD, VIRGINIA

RESOLUTION OF CERTIFICATION

At a closed meeting of the Stafford County Board of Supervisors Infrastructure Committee (the Committee) held in the ABC Conference Room, George L. Gordon, Jr., Government Center, Stafford, Virginia, on the 1st day of April, 2014:

MEMBERS:

Cord A. Sterling, Chairman Paul V. Milde III Gary F. Snellings

<u>VOTE</u>:

On motion of , seconded by , which carried by a vote of , the following was adopted:

A RESOLUTION TO CERTIFY THE ACTIONS OF THE STAFFORD COUNTY BOARD OF SUPERVISORS INFRASTRUCTURE COMMITTEE IN A CLOSED MEETING ON APRIL 1, 2014

WHEREAS, the Committee has, on this the 1st day of April, 2014 adjourned into a closed meeting in accordance with a formal vote of the Committee and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, the Virginia Freedom of Information Act, as it became effective July 1, 1989, provides for certification that such Closed Meeting was conducted in conformity with the law;

NOW, THEREFORE, BE IT RESOLVED that the Stafford County Infrastructure Committee does hereby certify, on this the 1st day of April, 2014, that to the best of each member's knowledge: (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act were discussed in the Closed Meeting to which this certification applies; and (2) only such public business matters as were identified in the Motion by which the said Closed Meeting was convened were heard, discussed, or considered by the Committee.

A Copy, teste:

Anthony J. Romanello, ICMA-CM County Administrator

AJR:CLS:ce

Rocky Pen Run Projects Update Infrastructure Committee April 1, 2014

1. Dam & Reservoir

- Reservoir filling continues; currently at elevation 167', approx.
 500 MG of 5.5BG
- Reservoir pump station testing to begin at elevation 175'
- Construction of cul-de-sacs at each end of Rocky Run Road underway
- Ready to provide water to Water Treatment Facility upon request from Contractor – will likely be early fall 2014 before the treatment facility is ready for testing with raw water.
- Minor punchlist work remains, including access road paving, site stabilization, and testing of the pumping station.

2. Water Treatment Facility

- Work continues in the following areas
 - On-going instrument and control (I&C) install at solids handling area
 - Rough-in electrical and interior process piping for membrane system
 - On-going mechanical, electrical, plumbing install at process area
 - o Continue chemical equipment installation
 - Continue rough-in electrical at admin building
 - Continue clarifier sealing efforts
 - Coating work all areas
 - Installation and testing of interior and exterior piping
 - HVAC work
- Contractor behind schedule

Current estimate for substantial completion is late summer – early fall 2014

3. Well Abandonments (Former house sites)

> 13 of 27 wells complete

4. Water Distribution Lines

- Contract was approved by the Board in December and NTP was February 23, 2014.
- ➢ Work to begin week of April 1, 2014
- Scheduled completion date is September 2014
- Residents have been notified by means of electronic sign boards along Greenbank Road.

5. Environmental Mitigation

- > Three final construction projects active.
 - School bus garage work is underway
 - Mitigation near dam had NTP on March 1, 2014, but work has not begun
 - Fish blockage removal postponed until June

PARK PROJECTS

CHICHESTER PARK

- Staff is procuring roadway signage for the park.
- Rough grading on large baseball field is complete. Fine grading is underway.
- The concession stand/ restroom is closed in and the interior wall studs are complete. Working on electrical, plumbing, and HVAC.
- Storm drain system is complete. Inspection complete.
- Construction of hiking trail in stream valley is 90% complete.
- Still discussing the extent of the weather delay claim with contractor.

Planned Date Opened to Public Use: Fall 2014

CURTIS PARK POOL

- Installing pumps and filters for wading pool.
- Wading pool piping and forming is in place ready for weather to allow stone base and reinforcing wire to be installed.
- Wading pool water features are being fabricated.
- Lane line tiles in main pool scheduled for 2nd week of April.

Planned Date Opened to Public Use: Memorial Day Weekend May 24, 2014

PARK AT EMBREY MILL

- Resubmitted Phase 2 plans for review on 3/18. Preparing consolidation plat.
- Review of building plans for the concession and restroom buildings is complete.

- Cost estimate from Dominion Virginia Power anticipated in mid-April.
- Requested Columbia Gas to proceed to get a more firm installation cost estimate. Results expected in a few months.
- Preparing documents to bid on schedule this spring.

Planned Date Opened to Public Use: Summer 2015

INDOOR RECREATION FACILITY AT EMBREY MILL

- Review of building permit set for the indoor recreation facility building is complete.
- Project is scheduled to advertise for bids week of 3/31.

Planned Date Opened to Public Use: Fall 2015

BELMONT – FERRY FARM TRAIL PHASE 4

- Soil borings and archaeological shovel tests are complete. No findings of any significance.
- Met with VDOT on 3/27 to discuss their comments on the Belmont crosswalks and the 30% plans.
- Preparing Belmont crosswalk bid package to submit to VDOT for approval to bid.
- Preparing trail plans to submit to VDOT for approval to go to public hearing.

Planned Date Opened to Public Use: 2016

WOODSTREAM TRAIL TO SMITH LAKE PARK

- Pursuing the alternative alignment for the north end of the trail. Have completed getting additional topo and tree locations.
- We have determined that stick building the stream crossings is more cost effective than using existing bridges.

Planned Date Opened to Public Use: N/A

350th CELEBRATION STAGE AT PRATT PARK

- The stage structure is scheduled for 2^{nd} week of April.
- Pre-erection meeting scheduled for 1st week of April
- Concrete stage will be poured after the structure is erected.

Planned Date Opened to Public Use: June 25, 2014

Transportation Update 4/1/14

Project: Poplar Road Improvement Project

Description: Design of the intersection and road improvements on Poplar Road between Route 17 and Truslow Road.

Projected Completion Date: Date Change – October 2016 (for both phases) (old date - October 2014) **Recent Activity:**

- AT&T has almost completed the conduit installation, and expect to run the fiber optic cable over the next month
- Once the cable has been installed, they will schedule the splicing crew (this can take a few months) and then pull the old cable out; they still expect to have it all completed no later than July
- Once AT&T has completed their work, Verizon will begin their relocation efforts

Project: Poplar Road Safety Improvements Design (Poplar II) –Bond Project

Description: Design of the safety improvements on Poplar Road north between Truslow Road and Kellogg Mill Road.

Projected Completion Date: Date Change - October 2016 (for both Phases) (old date -June 2015) **Recent Activity:**

- The consultant has provided basic administrative review (BAR) appraisals for four of the thirteen properties remaining
- Staff has reviewed and approved the appraisals the consultant will now begin negotiations

Project: Mountain View Road - Bond Project

Description: Design of the safety improvements on Mountain View Road between Joshua Road and Rose Hill Farm Road.

Projected Completion Date: July 2015 **Recent Activity:**

- Clearing activities and excavations are just about complete on Mountain View Road
- The contractor will now begin constructing the temporary roads for use during construction

Project: Mountain View Road Extension Design

Description: Design of safety improvements on Mountain View Road between Mountain View High School and Rose Hill Farm Road.

Projected Completion Date: July 2015

Recent Activity:

- We have received comments for the construction plans back from VDOT
- Our consultant is working on responses for the comments

Project: Poplar Road and Mountain View Road Intersection Improvements Design - Bond Project **Description:** Design of safety improvements on Poplar Road at the intersection of Mountain View Road and south of intersection on Poplar Road.

Projected Completion Date: October 2015

Recent Activity:

- FI plan review comments received from VDOT
- The County met with VDOT to discuss the comments given with the last plan set submittal.
- The Consultant has asked for some clarification on a few comments before resubmission

Project: Brooke Road Safety Improvements - Bond Project

Description: Design of safety improvements on Brooke Road between Eskimo Hill Road and Stagecoach Road.

Projected Completion Date: September 2015 **Recent Activity:**

- The consultant has met with Verizon and come to agreements on the alignment for their utilities.
- AMT is finalizing revisions from the comments provided by VDOT, expect to have ROW plans in for review in the next few weeks

Project: PPTA – (Garrisonville Road & Truslow Road) - Bond Project

Description: Design and construction of two projects under the Public Private Transportation Act **Projected Completion Date:** January 2016 for Truslow Road and June 2017 for Garrisonville Road **Recent Activity:**

- Truslow Road -
 - Geotechnical soil borings on Truslow Road were scheduled to begin this week. Some brief lane closures may be required.
 - A Public Hearing for Truslow Road has been set for Wednesday, April 9th at T. Benton Gayle Middle School.
- Garrisonville Road
 - 10% over the shoulder review with Branch Highways for constructability will be held in early April.
 - Submission of Public Hearing plans scheduled for the end of April.
 - Staff is working with Utility Department to determine if there will be a need for betterment of the water and sewer systems in this area

Project: Completion of Centreport Parkway

Description: Complete intersection of Centreport Parkway and Ramoth Church Road

Projected Completion Date: June 2015

Recent Activity:

- Staff has begun right of way acquisition
- We have received confirmation from the major property owner of the willingness to donate right of way

Project: Stafford Parkway

Description: Feasibility Study for the Stafford Parkway to determine the need for this roadway and the type recommended.

Projected Completion Date: December 2014 **Recent Activity:**

- Draft alignment investigation completed
- Staff will discuss the results of this study at the April 1st Infrastructure Committee meeting

Project: Enon Road

Description: Intersection Improvements at Route 1 and Enon and Widening of Enon to include a third lane to the I-95 Bridge

Projected Completion Date: September 2018 **Recent Activity:**

- Ground surveying is underway
- Preliminary environmental investigation and underground utility location will begin within the next couple of weeks