

Industrial Development Authority of the Town of Front Royal  
and the County of Warren, Virginia, trading as  
**ECONOMIC DEVELOPMENT AUTHORITY**  
P.O. Box 445, 400-D Kendrick Lane  
Front Royal, Virginia USA 22630  
540.635.2182 office; [www.wceda.com](http://www.wceda.com)  
400-D Kendrick Lane  
Front Royal, Virginia  
**January 6, 2021, 8:00 a.m.**

**AGENDA**

*\*The EDA Board of Directors continues to meet virtually due to the COVID-19 crisis\**

1. **CALL TO ORDER – Chair Jeff Browne**
2. **ADOPTION OF AGENDA - ADDITIONS OR DELETIONS**
3. **CLOSED MEETING**
  1. 1 matters – Consultation with legal counsel and briefings by staff members pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, Town of Front Royal v. EDA, EDA v. Town of Front Royal, pursuant to Va. Code § 2.2-3711.A.7.
  2. 2 matters-Consultation with legal counsel regarding a specific legal matter requiring the provision of legal advice - Proposed Master Agreement with Warren County for Performance Grant and Cincinnati Insurance, pursuant to Va. Code §2.2-3711.A.8.
4. **NEW BUSINESS-**  
Motion to approve Baldwin grazing lease at Happy Creek Technology Park for 2021.

**ADJOURN**

*The next EDA regular board meeting for November/December will be Friday, January 22, 2021, 2020 at 8 a.m.*



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<b>DATE</b> 1-6-2021	<b>ITEM</b> 3	<b>SUBJECT:</b> Closed Meeting	
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**CERTIFICATION OF CLOSED MEETING**

**WHEREAS**, the Front Royal Warren County Economic Development Authority (“Authority”) has convened in closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

**WHEREAS**, Va. Code §2.2-3712 requires a certification by the Authority that such closed meeting was conducted in conformity with Virginia law;

**NOW, THEREFORE, BE IT RESOLVED** that the Authority hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Authority.

<b>SUBMITTED BY:</b>  Gretchen Henderson	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)	<b>PROCESSED BY:</b>
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## **Happy Creek Industrial Park Grazing and/or Hay Program**

This lease made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND COUNTY OF WARREN, hereinafter called "EDA", and Jeremy Baldwin; 10231 US Highway 340 North; Rileyville, VA 22650.

1. **Property Leased.** The open land on the west side of Route 606 known as "Happy Creek Industrial Park", located in Warren County and owned by the Industrial Development Authority of the Town of Front Royal and County of Warren, Virginia comprising approximately 185 acres of open land, corresponding to tax map numbers 20A221 20B, 20A221 2A1, and 20A221 1.
2. **Terms of lease.** This lease is for a grazing and/or hay program, and shall run from January 1, 2021 until December 31, 2021. Lessee(s) agrees to evacuate premises within a 30-day notice. The EDA may grant an extension of the lease in its sole discretion; any such extension shall be in writing.
3. **Rent.** The Lessee will make a lease payment to the owner of \$1000.00 for the initial 12-month lease term and for each year of this lease thereafter. Payment, and subsequent payments, shall be made to the EDA prior to December 31, 2021. In the event that the Lease is terminated during the term, the EDA retains the sole right to determine whether a prorated refund will be issued.
4. **Conditions of Premises and Indemnification.** Lessee(s) accept the leased premises in its present condition and agrees to indemnify and hold EDA and/or Agent harmless from any claim for injury, loss, or damages to property during the term of this lease arising out of Lessee's use of the leased property.
5. **Lessee's Obligations**
  - A. To operate the property solely for a grazing program and the production of hay in a sound and husband-like fashion, and in accordance with customary and accepted farm practices in the area.
  - B. To remove any deceased cattle immediately from the leased property.
  - C. To control weeds and fescue by mowing, grazing, or hay-making. All land must be bush-hogged at least once annually including the 3-acre parcel on Progress Drive across from the Humane Society and Industrial Buildings.
  - D. The spreading of poultry litter must not exceed two (2) tons per year and it must be spread in accordance with the regulations addressing this activity. All permits must be secured and copies presented to the EDA noting that the lessee had the authority to spread the litter.  
  
A copy of the Nutrient Management Plan must be submitted to the EDA.
  - E. To maintain the existing fences and gates on the leased property in a cattle-tight condition, and repair any storm damage. Lessee will supply all materials, equipment, and labor for such repairs that are mutually agreed upon as being necessary.
  - F. Not to make any alterations in existing fences or improvements or construct new improvements without EDA's prior written approval.

G. The barn may be used by the Lessee for the storage of equipment, but the building is not to be demolished or dismantled by the Lessee in any manner.

H. Not to cut live trees nor sell or remove sod from any of the fields.

I. To exercise particular efforts in controlling trespassing and poaching on the leased property.

J. Not to sublease nor assign this lease or any part thereof without EDA's prior written approval.

K. To respect the right of the EDA, Agents, and other tenants to ingress and egress across the leased property and to conduct farm operations in such a manner as not to create a nuisance.

L. Not to shoot or hunt or permit others to shoot or hunt on leased property.

M. Lessee agrees to save the EDA and/or Agents harmless from any and all liability by reason of property damage, personal injury or death of any person or persons, or cattle occurring or arising on or about leased premises from any cause whatsoever. The lessee will provide liability insurance naming the "Industrial Development Authority of the Town of Front Royal and the County of Warren" as additional insured with coverage of not less than \$500,000. A copy of said policy is to be delivered to the EDA prior to January 1, 2020. Any renewals or alternations thereof must be delivered to EDA within 15 days of renewal or alteration to policy.

N. Lessee agrees not to commit or suffer any waste on premises and to use care to prevent others from so doing.

**6. Owner's Obligations**

A. To pay all real estate taxes and assessments on the leased property.

B. To carry such property and liability insurance on the leased property as Owner considers necessary to protect their interests.

7. Condemnation or Sale of Property. Should any part of the leased property be taken by eminent domain, such award shall accrue solely to the Owner. Should such taking substantially reduce Lessee's use of the leased property, the annual rental shall be proportionally reduced. Should the Owner sell any part of the leased property prior to the end of the lease agreement, the annual rental shall be proportionally reduced.

This agreement is binding upon the heirs and personal representatives of the parties.

WITNESS our hands below:

\_\_\_\_\_  
Jeff Browne, EDA Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Greg Harold, EDA Board Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeremy Baldwin, Lessee

\_\_\_\_\_  
Date