

Town of Windsor

Memorandum

May 11, 2021

TO: The Honorable Mayor and Town Council
FROM: William G. Saunders, IV, Town Manager W.G.S.T.V
SUBJECT: Windsor Town Library Agreement

Background

An agreement between the Town of Windsor and Isle of Wight County whereby the Town authorizes the County to expand the Library structure on Town-owned property.

Specifics

Following requests for the improvement and/or enlargement of the Library facility in Windsor, Isle of Wight County has programmed funding for an expansion of the library into their FY20-21 Capital Improvement Plan and is currently working on the site plan and design of the structure.

The proposed expansion will be an addition to the north side of the existing building of approximately 1,800 sq. ft. with a storage room above. This project will require the approval of Council, as it is on town-owned property.

A draft copy of an agreement between the Town of Windsor and Isle of Wight County for the expansion of the Windsor Town Library has been received from the County Attorney for your review.

Enclosures

Draft Windsor Town Center Roof Funding Agreement
Original Agreement
Conceptual Site Plan
Project Slideshow

Recommendation

Enter into agreement

THIS MODIFICATION AGREEMENT, dated this _____ day of _____, 202_____, by and between by and between the TOWN OF WINDSOR, a Virginia Municipal corporation, party of the first part, hereinafter called "Town"; and the COUNTY OF ISLE OF WIGHT, a political subdivision of the Commonwealth, party of the second part, hereinafter called "County";

WITNESSETH:

WHEREAS, the Town and County entered into a deed and agreement dated September 16, 1993, which is of record in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia, in Deed Book 422, page 786 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement provided the terms for the construction and operation of a public library (hereinafter referred to as the "Facility") by the County upon land owned by the Town, as is more specifically set for in the Agreement to which reference is here made; and

WHEREAS, the Town and County have agreed to the expansion of the Facility by the County upon the land of the Town; and

WHEREAS, the parties desire to modify the Agreement to reflect such expansion.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, and the mutual promises herein, the parties hereto agree as follows:

1. Town and County hereby ratify and affirm the terms and conditions of the Agreement and further acknowledge and agree that the Agreement is in full force and effect, and neither Town nor County, as of the date hereof, is in breach under the terms of the agreement.
2. The Town and County agree that the County may construct an addition to the facility, the location of such expansion is shown on the attached Exhibit "A" to which reference is hereby made.
3. In all other respects the Agreement shall remain unaffected and unchanged and unimpaired by reason of the foregoing.

WITNESS the following signatures and seals:

[Signatures pages to follow]

Town of Windsor

By _____

STATE OF VIRGINIA,
COUNTY OF ISLE OF WIGHT, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____, on behalf of the Town of Windsor, Virginia.

My commission expires: _____.

Notary Public

Attest:

Clerk

Approved as to form:

Town Attorney

[Additional signatures appear on following page.]

County of Isle of Wight

By: _____
Joel C. Acree, Chairman

STATE OF VIRGINIA,
COUNTY OF ISLE OF WIGHT, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Joel C. Acree, Chairman, on behalf of the Isle of Wight County, Virginia.

My commission expires: _____.

Notary Public

Attest:

Carey Mills Storm, Clerk

Approved as to Form:

Robert W. Jones, Jr.
County Attorney for
Isle of Wight County, Virginia

THIS DEED AND AGREEMENT, made and entered into in duplicate this 16th day of September, 1993 by and between the TOWN OF WINDSOR, a Virginia Municipal Corporation, of the first part, hereinafter called "Town"; and the COUNTY OF ISLE OF WIGHT, of the second part, hereinafter called "County":

WHEREAS, by deed from Mary Herbert Watkins Laine to the Town of Windsor dated May 15, 1975 and recorded in the Clerk's Office of the Circuit Court for Isle of Wight County, Virginia in Deed Book 232, page 49, the Town acquired a certain parcel of land situate on Duke Street, in the Town of Windsor, County of Isle of Wight, State of Virginia, containing 0.398 acres according to a plat of survey recorded in the Clerk's Office aforesaid in Deed Book 232, page 51, the said parcel of land having been acquired and held by the Town for public purposes, hereinafter referred to as the "Property";

*FOR PLAT
SEE
2-10-5*

WHEREAS, the Town and the County have agreed that the public interest of their citizens will be served and promoted by the construction of a building and accessory improvements and facilities on the Property for use as a public library, the said building, facilities and improvements being collectively referred to hereinafter as the "Facility"; and

WHEREAS, in order to provide for construction and maintenance of the Facility, the Town and the County have agreed to enter into this deed and agreement for the purpose of providing access to and from the Facility for the County and for ownership of the Facility, exclusive of the Property, by the County:

NOW, THEREFORE, for and in consideration of the sum of Ten

(\$10.00) Dollars, cash in hand, paid by Town and County, each to the other, and other good and sufficient considerations, the receipt of all of which is hereby acknowledged, one from the other, the Town hereby grants and conveys to the County all of its right, title and interest in the Facility, separate and apart from, and exclusive of, the Property, together with a free and unrestricted public right of ingress to and egress from the Facility from Duke Street; provided, however, that this easement shall terminate at such time as the Town shall acquire exclusive ownership of the Facility as provided hereinbelow.

And for the same consideration, it is agreed by the Town and the County, in the way of a restrictive covenant upon the land, that the County shall own the Facility upon the following terms and conditions, this restrictive covenant to run with the land:

1. The interest of the County in and to the Property is limited to the public easement granted hereinabove and an ownership interest in the Facility. The County shall have no ownership interest in the fee title to the Property.

2. The County shall manage and operate the Facility as a public library.

3. A. At such time as the Facility shall cease to be used and occupied as a public library, the Town may, at its option, purchase the Facility from the County for the price determined hereinbelow, upon the Town giving the County not less than 90 days written notice of its intention to purchase.

B. In order to determine the price to be paid by the Town to the County for the Facility, the Town and the County shall

each select a qualified appraiser, which appraisers shall in turn jointly select a third qualified appraiser, and each of the three appraisers will thereupon conduct a fair market appraisal of the Facility in accordance with generally accepted principles of appraisal, whereupon the Town shall pay to the County the average of the fair market values determined by the three appraisals, the cost of which appraisal shall be divided equally by the Town and the County.

C. In the event the Town declines to exercise the purchase option described above, then the County shall have the same option to purchase the underlying fee title to the Property from the Town in the same manner.

WITNESS the following signatures, Town of Windsor having caused this instrument to be executed by its Mayor pursuant to a resolution of the Town Council of the Town of Windsor adopted July 13, 1993, and the County of Isle of Wight having caused this instrument to be executed by the Chairman of its Board of Supervisors, pursuant to a resolution adopted on September 16, 1993.

TOWN OF WINDSOR

By: Robert A. Clark
Mayor

COUNTY OF ISLE OF WIGHT

By: Steve Edwards
Chairman, Board of Supervisors

STATE OF VIRGINIA,
COUNTY OF ISLE OF WIGHT, to-wit:

The foregoing instrument was duly acknowledged before me this
28 day of July, 1993 by Robert C. Claud,
Mayor of the Town of Windsbr.

My commission expires: September 30, 1994.

Patricia M. Mann
Notary Public

STATE OF VIRGINIA,
COUNTY OF ISLE OF WIGHT, to-wit:

The foregoing instrument was duly acknowledged before me this
16th day of September, 1993 by Steve W. Edwards,
Chairman of the Board of Supervisors of Isle of Wight County.

My commission expires: May 31, 1994.

Carey W. Mills
Notary Public

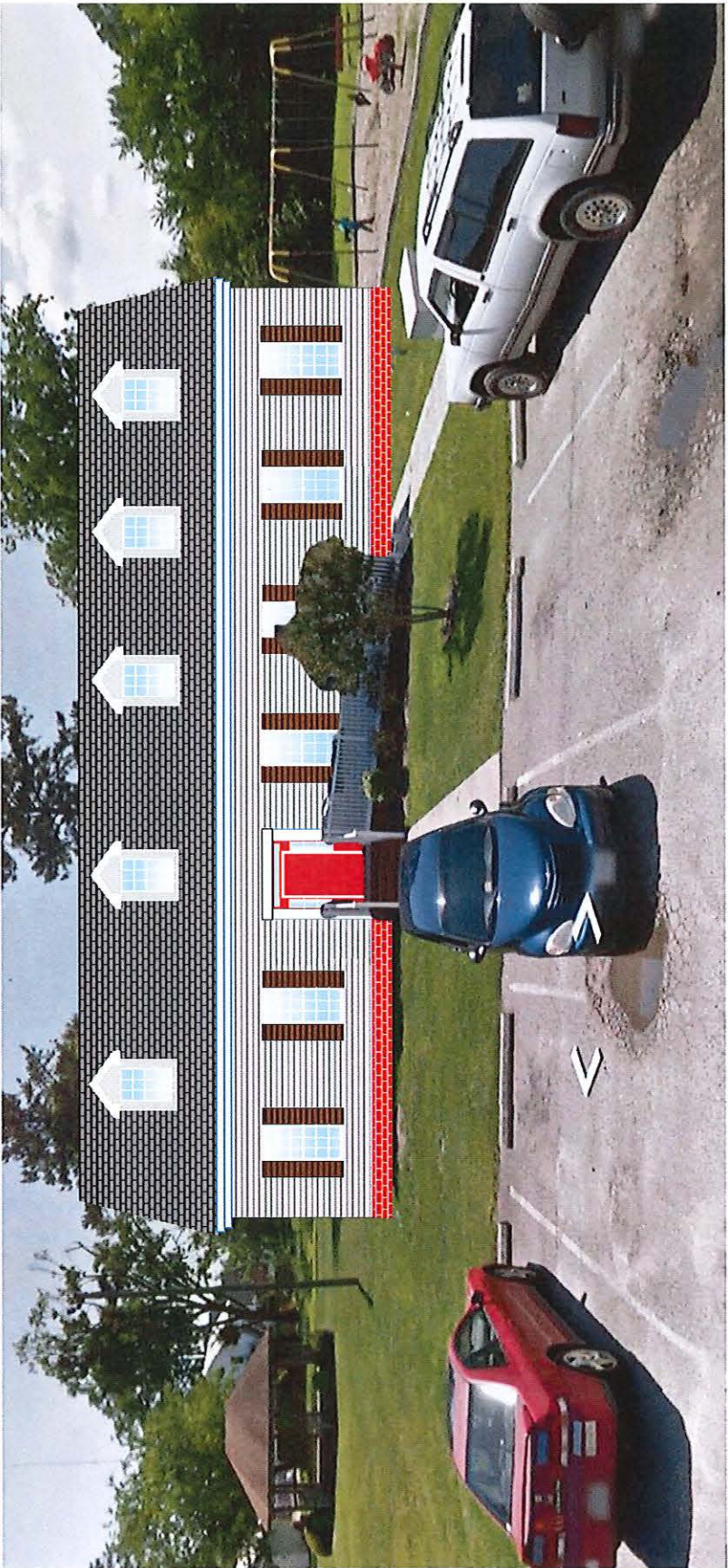
VIRGINIA: Clerk's Office of the Circuit Court of Isle of Wight County, This Deed + Agreement
was received and with the certificate annexed, admitted to record September 29, 1993
at 4:02 o'clock P. M., State Tax \$ EX Local Tax \$ EX

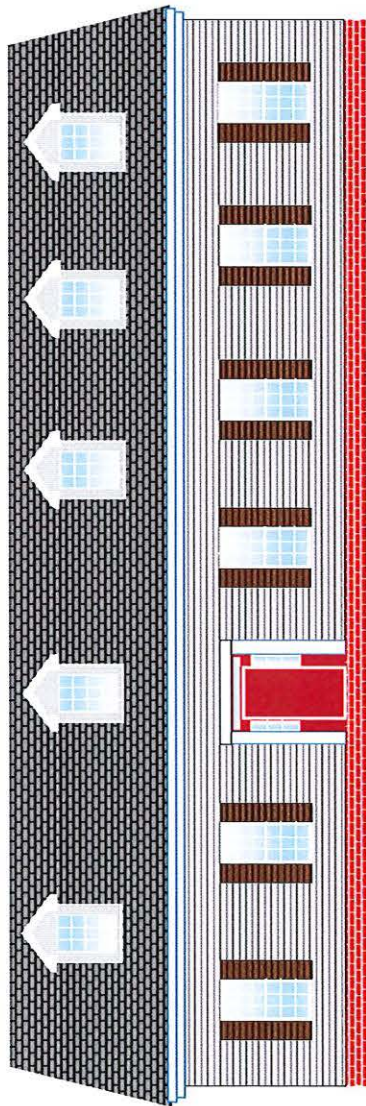
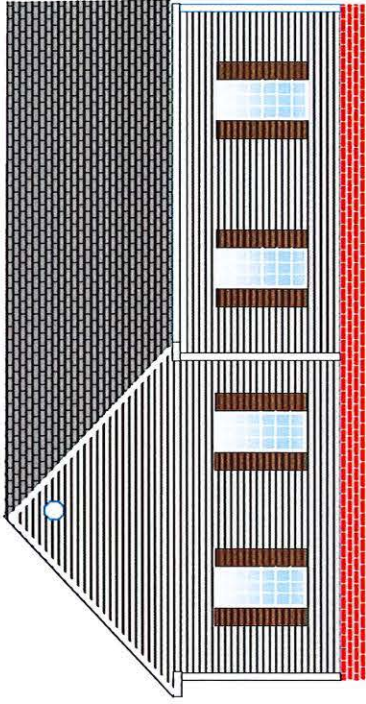
Verified and mailed to:
10/25/93 Crook + Edwards

TESTE: W. E. Laine, Jr., CLERK, By: Lennie K. Hunt, D.C.

Windsor Library

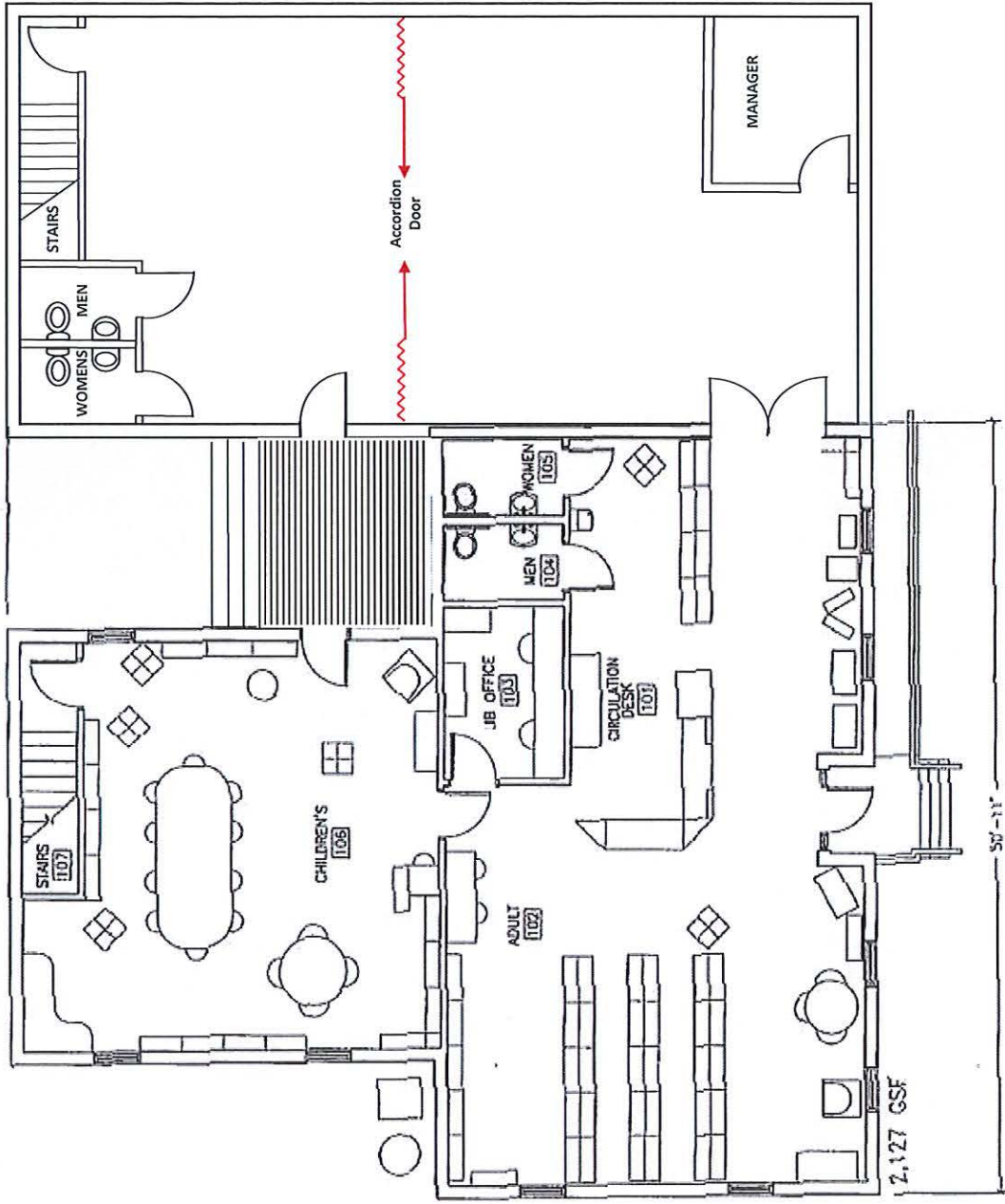


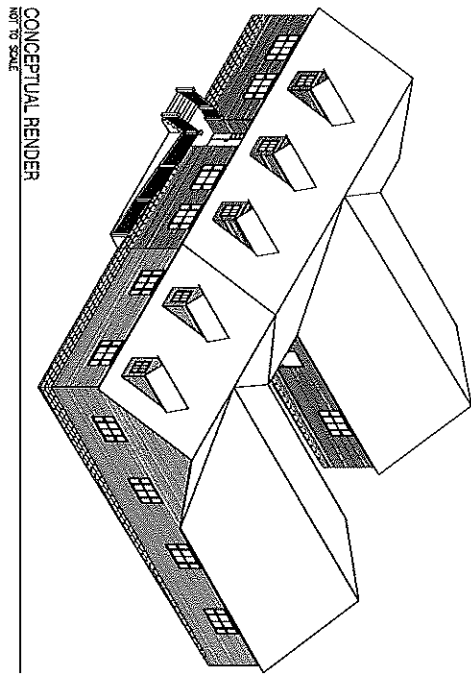
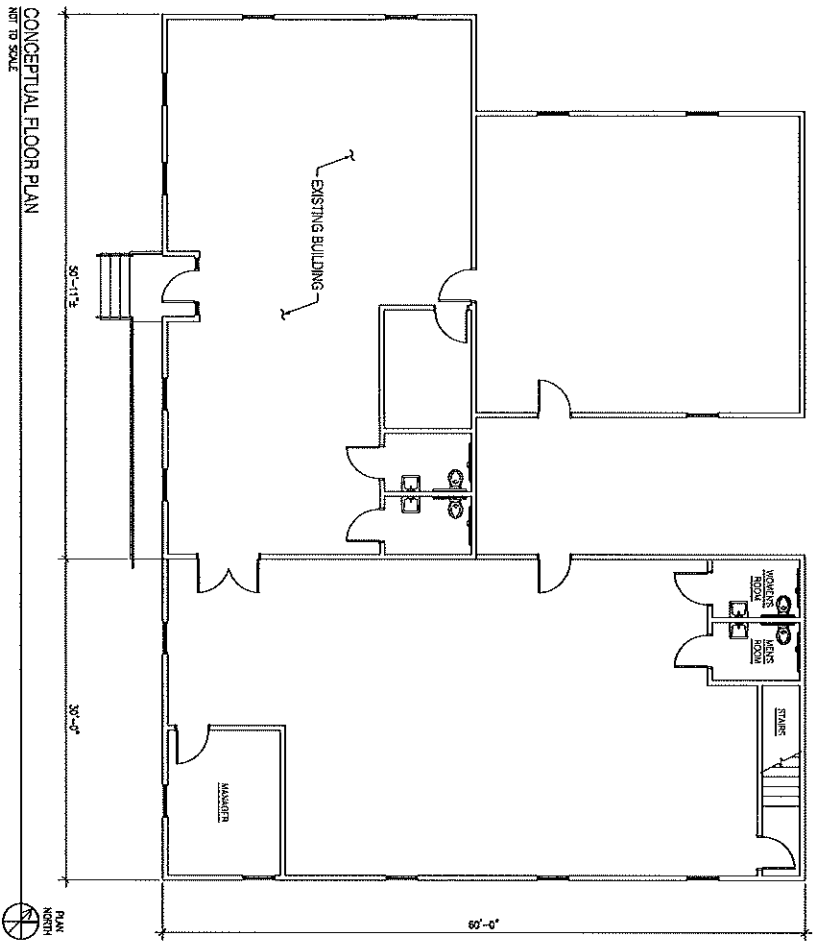






Floor Plan





SHEET A101	CONCEPTUAL FLOOR PLAN AND RENDER	McPHERSON DESIGN GROUP STRUCTURAL ENGINEERS	2771 Center Drive, Suite 100 Falls Church, VA 22044, Telephone 703-233-2413 Phone (703) 861-3200, Fax (703) 861-3061 www.mpdg.com					DATE: 03/19/2021 DESIGNED BY: JAK CHECKED BY: NCS IN CHARGE: NCS PLOT NO.: 20-332	PROCESSING SUBMITTAL 03/10/2021
			NEW EXPANSION FOR WINDSOR LIBRARY WINDSOR, VA					NOT FOR CONSTRUCTION	