

**LYNCHBURG CITY COUNCIL
PHYSICAL DEVELOPMENT COMMITTEE**

**Tuesday, March 8, 2016
9:00 a.m.**

Information Items

Recent/Pending Contract Awards: -No new contract awards.

Update on priority projects: -See attached report.

General Business

- | | |
|---|--------------------|
| 1. Jackson Street Alley Vacation | Rachel Frischeisen |
| 2. Real Estate Property Policy Update | Donna Witt |
| 3. Logan's Lane Update | Maggie Cossman |
| 4. Right of Way Vacation- Lakeside Drive & Old Forest Rd. | Lee Newland |
| 5. Roll Call | |

Pc: Kimball Payne, City Manager
Bonnie Svrcek, Deputy City Manager
Council Members
Gaynelle Hart, Director of Public Works
News & Advance

Next Meeting: April 12, 2016

Lynchburg Capital Projects Greater Than \$1 Million(General Fund)

March 8, 2016

Projects of Interest		Status		Notes
Timberlake / Logan's Lane Intersection	*	Right of Way	November 2015	Revised layout to PDC
Midtown Connector		Construction	December 2015	Under Construction - Paving Complete Langhorne and Kemper from 12th to 16th - Asphalt plants closed for winter
Greenview Drive Phase 2		Construction	July 2017	Right of Way Plans being Reviewed. Construction Proposed to Start March 2016.
Kemper Street Bridge / Interchange		Construction	September 2016	Deck poured in December. Working on Utilities and Parapet.
One Way Pairs @ 501/221	*	Preliminary	August 2014	Preliminary Design Completed to Determine Available R/W for Development - HB2 Submittal - Right of Way Vacation and Rezoning
Lower Bluffwalk Phase 2		Construction	July 2015	Closeout in Progress
Memorial - Park - Lakeside Intersection	*	Construction	September 2017	Public Meeting March 14th Library at 6:30 - Notice to Proceed 4/4.
Odd Fellows Road - P3		Construction	August 2018	Plans Released for Construction Segment A.
Juvenile Services Group Home		Construction	April 2016	On-going
Downtown Streetscapes		Design	January 2016	90% Plans
LU Intramural Field Road - Phase 1		Construction	September 2016	Underway
LU Intramural Field Road - Phase 2		Design	November 2016	Reviewing for Approval

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **March 8, 2016 - PDC**

AGENDA ITEM NO.:

CONSENT: REGULAR: **X** WORK SESSION:

CLOSED SESSION:
(Confidential)

ACTION: **X** INFORMATION:

ITEM TITLE: **Vacate an Unnamed Alley**

RECOMMENDATION: Approval of the alley vacation.

SUMMARY: Centra Health, Inc., as contract purchaser on behalf of the current owner, Peak Capital Group, LLC, is petitioning to vacate an unnamed alley located between 504 and 508 Jackson Street. The alley extends into 808 5th Street. The petitioner is requesting the alley vacation to accommodate the construction of a medical facility in this block. The alley contains a portion of a parking lot. The total area of the proposed vacation is approximately five hundredths (0.05) of an acre.

The portion of alley proposed for vacation does not serve as access to any of the adjoining parcels.

PRIOR ACTION(S):

February 2, 2016: The Technical Review Committee [TRC] reviewed the petition. The TRC comments have been incorporated into the proposed ordinance.

March 8, 2016: The Physical Development Committee will review the petition on this date.

FISCAL IMPACT: None

CONTACT(S):

Rachel Frischeisen, Planner I – 455-3900
Tom Martin, City Planner - 455-3900
Kent White, Director of Community Development – 455-3900

ATTACHMENT(S):

- Application
- Alley vacation plat
- Map
- Photo

REVIEWED BY:

**APPLICATION FOR THE VACATION OF AN ALLEY
LOCATED BETWEEN FORMER ADAMS MOTORS LOTS**

The undersigned applicant, Centra Health, Inc., a non-stock tax exempt Virginia corporation, as contract purchaser on behalf of the current owner, Peak Capital Group LLC, pursuant to the provisions of Section 51.1-364 of the Code of Virginia, 1950, as amended, and Sections 35-71 to 35-77, both inclusive, of the Lynchburg City Code, 1981, as amended, respectfully makes application to the Lynchburg City Council for the vacation of that certain alley, which is described as follows:

Brief Description: The alley is as shown in the attached preliminary plat of survey by J. Adam Bryant, of Hurt & Proffitt, Inc. The alley touches all of the parcels of real estate, located in the City of Lynchburg, Virginia, which are bounded by 5th Street, Federal Street, 6th Street, and Jackson Street, excepting only 522 Jackson Street (at the corner of Jackson and 6th Streets). Centra Health, Inc. has contracted to purchase all of said parcels from the current owner, Peak Capital Group, LLC. The subject parcels are described by street address and tax map as follows:

<u>Street Address</u>	<u>Tax Map Parcel No.</u>	<u>Approx. Legal (or GIS) Acreage</u>
800 5 th Street	024-24-006	0.043
804 5 th Street	024-24-005	0.065
808 5 th Street	024-24-001	1.234
504 Jackson Street	024-24-016	0.109
508 Jackson Street	024-24-015	0.072
510 Jackson Street	024-24-014	0.100
514 Jackson Street	024-24-013	0.083 (GIS)
815 6 th Street	024-24-011	0.062

Legal Description of Alley: Beginning at a point in the eastern right-of-way of Jackson Street, said point being North 35 degrees 00 minutes 11 seconds West 154.14 feet from the intersection of the northerly right-of-way of Sixth Street; thence leaving the right-of-way of Jackson Street and along the lines

of the alley to be vacated the following courses; North 55 degrees 29 minutes 23 seconds East 122.00 feet to a point, South 35 degrees 00 minutes 11 seconds East 43.50 feet to a point, North 55 degrees 29 minutes 23 seconds East 10.00 feet to a point, South 35 degrees 00 minutes 11 seconds East 58.71 feet to a point, North 55 degrees 29 minutes 23 seconds East 4.81 feet to a point, North 35 degrees 00 minutes 11 seconds West 111.50 feet to a point, South 55 degrees 29 minutes 23 seconds West 136.81 feet to a point in the aforementioned right-of-way of Jackson Street; thence along said right-of-way South 35 degrees 00 minutes 11 seconds East 9.30 feet to the point of beginning and containing 0.050 acre.

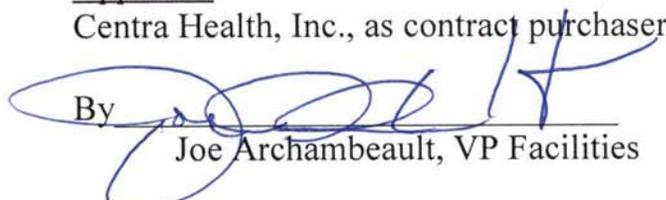
Centra Health, Inc. is authorized to make this application on behalf of the current owner, pursuant to the contract between Centra Health, Inc. and the current owner, Peak Capital Group, LLC.

The applicant further requests the Lynchburg City Council to hold a public hearing on this application at its meeting to be held in the Council Chamber, City Hall, 900 Church Street, Lynchburg, Virginia, on March 8, 2016, at 7:30 p.m., or as soon thereafter as the matter may be heard, and at the conclusion of which hearing to consider whether or not to vacate the above described alley.

Given under my hand this 5TH day of FEB, 2016.

Applicant:

Centra Health, Inc., as contract purchaser

By 

Joe Archambeault, VP Facilities

Address: 1901 Tate Springs Road Lynchburg,
VA 24501

Tel. No.: 434.200.7160

WE, THE ADJOINING PROPERTY OWNER(S), ARE IN AGREEMENT TO THE VACATION OF THE ABOVE DESCRIBED PROPERTY.

---- N/A ----

NOTES

1. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY DONE AS PER DATE OF THIS PLAT AND THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN.
2. THIS PLAT HAS BEEN PREPARED WITH THE BENEFIT OF RIVERSIDE TITLE AGENCY'S TITLE COMMITMENT NO. OR150516, DATED EFFECTIVE DECEMBER 28, 2015. A TITLE REPORT WAS COMPLETED AND IS THE BASIS OF THIS COMMITMENT.
3. THE AREA SHOWN HEREON IS LOCATED IN ZONE 'X' AND IS NOT LOCATED WITHIN FLOOD HAZARD ZONE 'A' FOR A 100 YEAR FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON COMMUNITY-PANEL MAP #5100930042D DATED EFFECTIVE JUNE 3, 2008.
4. THIS PROPERTY IS SERVED BY CITY WATER AND SEWER.

SOURCE OF TITLE:
THE AREA SHOWN WAS ACQUIRED BY PEAK CAPITAL GROUP, LLC FROM GIBBS-LYNCHBURG TWO, LLC, BY DEED DATED MAY 5, 2014 AS RECORDED AT INSTRUMENT NO. 140005430 OF THE CIRCUIT COURT CLERK'S OFFICE IN THE CITY OF LYNCHBURG, VIRGINIA.

SEE ALSO DEED DATED NOVEMBER 6, 2008 RECORDED AT INSTRUMENT NO. 080009734 FOR ADDITIONAL LAND GRANTED TO THE CITY OF LYNCHBURG FROM GIBBS-LYNCHBURG TWO, LLC.

PLATS OF REFERENCE:
PLAT BY ERSKINE PROFFITT TITLED, "PLAT SHOWING PART OF THE PROPERTY OF C.Y. WILSON & VIOLENT WILSON SITUATED ON FIFTH & JACKSON STREETS," DATED JULY 25, 1968, AND RECORDED IN DEED BOOK 429, PAGE 720 OF THE CIRCUIT COURT CLERK'S OFFICE IN THE CITY OF LYNCHBURG, VIRGINIA.

PLAT BY GUFFEY WARNER & ASSOCIATES TITLED "PLAT SHOWING PARCEL 'A', ADDITIONAL RIGHT-OF-WAY TO BE ACQUIRED FROM GIBBS-LYNCHBURG TWO, LLC BY CITY OF LYNCHBURG, VIRGINIA," DATED JULY 21, 2008, AND RECORDED IN PLAT CABINET 9, SLIDE 261 OF THE CIRCUIT COURT CLERK'S OFFICE IN THE CITY OF LYNCHBURG, VIRGINIA.

THE SUBDIVISION OF THE LAND DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LAND AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

REPRESENTATIVE OF PEAK CAPITAL GROUP, LLC

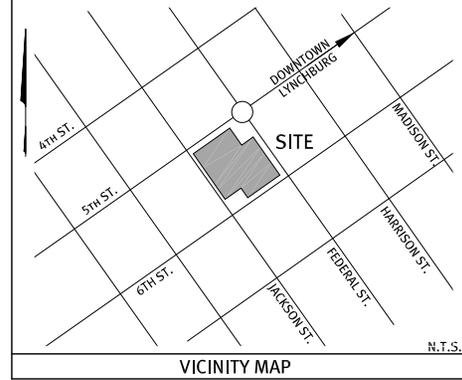
COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA
COUNTY/CITY OF _____
I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNERS/REPRESENTATIVES WHOSE NAMES ARE SIGNED HEREON HAVE ACKNOWLEDGED THE SAME BEFORE ME THIS _____ DAY OF _____, 20____ MY COMMISSION
EXPIRES _____

NOTARY PUBLIC

SUBDIVISION APPROVED:

CITY ENGINEER, LYNCHBURG, VIRGINIA

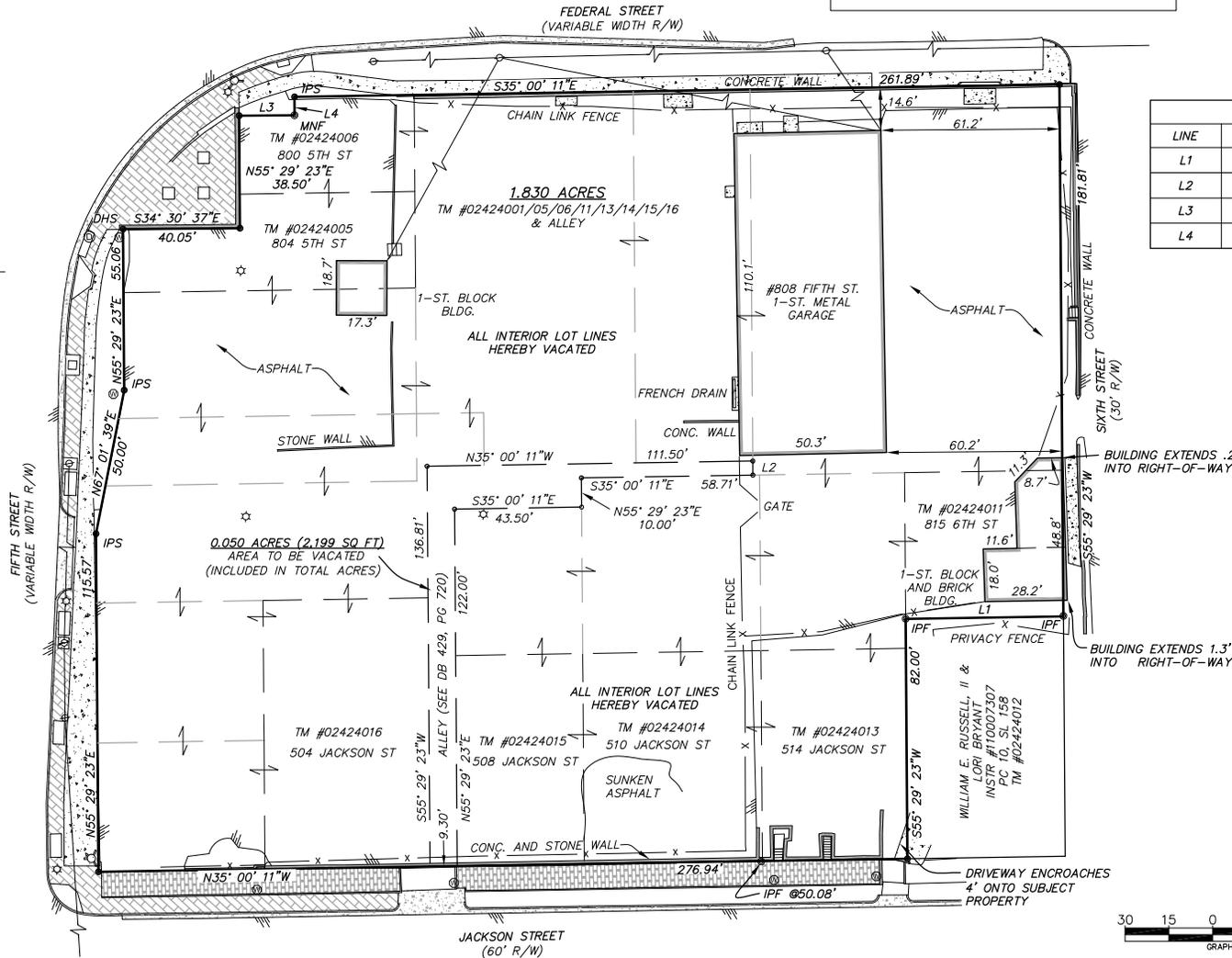
CITY PLANNER, LYNCHBURG, VIRGINIA



VICINITY MAP

HURT & PROFFITT
INCORPORATED
2524 LANGHORNE ROAD
LYNCHBURG, VA 24505
804.429.4500
434.847.7796 FAX
434.847.0047 FAX

ENGINEERING SURVEYING PLANNING



LINE	BEARING	LENGTH
L1	N 35°00'11" W	54.00
L2	N 55°29'23" E	4.81
L3	S 34°30'37" E	19.00
L4	N 55°29'23" E	6.28

- LEGEND**
- IPF REBAR FOUND
 - MNF MAG NAIL FOUND
 - IPS REBAR SET
 - DHS DRILL HOLE SET
 - MAG NAIL SET
 - UTILITY POLE
 - WATER METER
 - WATER VALVE
 - STORM MANHOLE
 - FIRE HYDRANT
 - LIGHT POLE
 - /// EDGE OF PAVEMENT
 - FENCE
 - OVERHEAD UTILITY
 - CONCRETE
 - BRICK
 - COBBLESTONE



PLAT OF SURVEY AND INTERIOR LINE VACATION
PROPERTY OF
PEAK CAPITAL GROUP, LLC
CITY OF LYNCHBURG, VIRGINIA

PROJECT NO. 20151055
FILE NO. SL-14505
DATE: 10/14/15
DRAWN BY: JFS
CHECKED BY: JAB

HURT & PROFFITT

SHEET NO.
1 OF 1



Image capture: Aug 2015 © 2016 Google

Lynchburg, Virginia

Street View - Aug 2015



LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **March 8, 2016 PDC**

AGENDA ITEM NO.:

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Waiver of Weed Bills, Penalty and Interest for 2006 Tulip Street**

RECOMMENDATION: Recommend to approve the waiver of weed bills, penalty and interest accumulated for 2006 Tulip Street to facilitate the sale of the property.

SUMMARY: Volk, LLC has requested a waiver of the weed bills, penalty and interest for 2006 Tulip Street. The current owner has \$1,361.52 in delinquent property taxes and \$2,668.19 in weed bills, penalty and interest for a total of \$4,029.71. The property is assessed at \$24,800.

In June 2001, City Council adopted a Municipal Property Liens Waiver Policy that states "the City will consider on a case-to-case basis petitions for the waiver of that amount of municipal liens that exceed, the fair market value of real property proposed for purchase by a third party." Even though the assessed value is more than the taxes and fees owed, staff was advised to follow the policy guidelines.

Volk, LLC members have submitted the request as outlined in the policy with the intent to renovate the property and provide the home at cost to a first time home owner and his family. Staff recommendation is that the weed bills, penalty and interest are waived in order to facilitate the transfer of the property to an owner that will pay the taxes and keep the property maintained.

In April, staff would like to bring revisions to this policy for consideration by City Council.

PRIOR ACTION(S):

Municipal Property Lien Policy, June 19, 2001

FISCAL IMPACT:

Waiver of \$2,668.19 from the Real Estate Tax Receivable.

CONTACT(S):

Donna Witt, Director of Financial Services, 455-3968

ATTACHMENT(S):

Municipal Property Lien Policy, June 19, 2001

Request letter from Volk, LLC

Standard Real Estate Purchase and Sale Agreement

Tax Year 2015 Real Estate Bill for 2006 Tulip Street

REVIEWED BY:

RESOLUTION:

BE IT RESOLVED That the weed bills, penalty and interest are waived for 2006 Tulip Street.

Introduced:

Adopted:

Certified: _____
Clerk of Council



City of Lynchburg Online Policy System

Policy Document

DOCUMENT INFORMATION

Document Information

Subject: Municipal Property Liens - Waivers
Category: Municipal Operations
Sub-Category:

Last Updated: 06/19/2001
Effective Date:
Supercedes/Amends:

Year(s) to next review:
Optional Reviewer(s):

I. POLICY

A. Policy Statement:

The City of Lynchburg shall consider petitions for the waiver of that amount of municipal liens that exceed the fair market value of real property proposed for purchase by a third party.

At the discretion of City Council, the City expressly reserves the right to exercise the following options:

- Waive the municipal lien on the subject property for the prospective purchaser, but pursue collection of the amount due for the municipal lien from the owner of the property at the time the municipal lien was imposed.
- Waive the municipal lien on the subject property and not pursue collection of the amount due from the owner of the property at the time the municipal lien was imposed.

B. Applicability:

Petitioners who request a waiver of municipal liens to facilitate the sale of privately-owned real property.

C. Municipal Liens Defined:

Municipal liens include but are not limited to, demolition costs and weed and grass cutting costs. Municipal liens do NOT include delinquent real estate taxes.

II. OBJECTIVE

A. Policy Objective:

The purpose of this policy is to provide a means for citizens and non-profit housing groups to petition for the waiver of municipal liens on privately-owned real property in order to facilitate the sale of such property for a higher and better use and to return it to the active tax records.

General Policy:

The City of Lynchburg shall consider on a case-to-case basis petitions for the waiver of that amount of municipal liens that exceed, the fair market value of real property proposed for purchase by a third party. No payment in exchange for real estate transfer is to be made to the owners of property on which liens have been waived by City Council. If any compensation is made for such property, it shall be paid directly to the City of Lynchburg against the balance owed.

B. Background:

Citizens and non-profit housing groups may occasionally request the waiver of municipal liens on privately owned

real property to facilitate the transfer of such property to a new property owner for a better and higher use. The Code of Virginia provides that a locality may waive municipal liens in order to facilitate the sale of real property, that otherwise might not be salable.

As provided by State law, municipal liens may only be waived to facilitate the sale of property to a new owner. Liens cannot be waived for the benefit of the person(s) that owned the property when the liens were created. Also, municipal liens on property can only be waived as to purchasers who are unrelated by blood or marriage to the owner and who have no business association with the owner or his or her spouse

III. PROCEDURES

Prospective Purchaser Files the Request

The prospective purchaser of lien encumbered real property shall present an executed contract for sale along with a request for a waiver of municipal liens to the Real Property Manager in the Public Works Department. The request shall include the following:

- property location;
- tax map number;
- proposed use;
- amount of delinquent taxes owed (which cannot be waived);
- a listing of municipal liens against such property; and
- a statement that the purchaser is not related by blood or marriage and has no business association with the property owner or his or her spouse.

Responsibilities of Staff and Departments

1. The Real Property Manager shall review the request, determine the fair market value of the property, prepare a summary report and distribute the report to the City Attorney's Office, the Department of Community Planning & Development, and Billings and Collection Division for review and recommendations.
2. The Real Property Manager shall schedule the request for consideration by the Physical Development Committee. The Physical Development Committee shall recommend approval or denial of the request to City Council.
3. The Lynchburg City Council shall consider the request to waive the municipal lien and either grant approval or denial of the waiver.
4. The Real Property Manager shall provide notice of City Council action to the petitioner and affected City offices. Once the purchaser of the property produces a recorded deed of conveyance, the Billings and Collections Divisions shall remove the municipal lien. Any unpaid delinquent taxes become the responsibility of the new owner.

IV. ADMINISTRATION

A. Office of Primary Responsibility:

Department of Public Works/City Attorney's Office

V. ATTACHMENTS

A. Attached Files:

None

INSPECTIONS DIV

FEB 22 2016

RECEIVED

Parcel ID	Property Address
04630001	2006 TULIP ST

This request is for the waiver of fines associated with the property at 2006 Tulip Street that has been abandoned for many years and accrued a large sum of fines and taxes. We have a family of faithful tenants who we would like to give an opportunity to own their own home. After the planned renovation is complete, we will provide this home at cost to this first time home owner and his family.

The purchaser of this property, Volk LLC, has no blood, marriage, or business affiliations with the current owner of the property nor his/her spouse.

Total taxes owed: \$1,223.88 + \$137.64 (for the March and May installments) = \$1,361.52

Weed bills, penalty and interest: \$2,668.19

Grand Total: \$4,029.71

Thank you,

Ben Jonas
Owner, Volk LLC



STANDARD REAL ESTATE PURCHASE AND SALE AGREEMENT

Parties Ben Jones & Seth Wadsworth, hereinafter referred to as Buyer,
 and KC Realty, LLC, hereinafter referred to as Seller,
 which terms may be singular or plural and include the heirs, successors, personal representatives and assigns of Seller and
 Buyer, hereby agree that Seller will sell and Buyer will buy the following property, with such improvements as are located
 thereon, and is described as follows:
 Address: 2006 Tulip St City: Lynchburg State: VA Zip: 24501

All light fixtures, all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures as are attached
 thereto; all plants trees, and shrubbery now a part thereof, together with all the improvements thereon; and all
 appurtenances thereto, all being hereinafter collectively referred to as the "Property." The full legal description of said
 Property is the same as is recorded with the Clerk of the Superior Court of the County in which the Property is located and
 is made a part of this Agreement by reference.

Seller will sell and Buyer will buy upon the following terms and conditions, as completed or marked. On any
 conflict of terms or conditions, that which is added will supersede that which is printed or marked. It is understood
 that the Property will be conveyed by Limited Warranty Deed, with covenants, restrictions, and easements of
 record.

1. Total Purchase Price to be paid by Buyer is payable as follows: *Not-refundable*
- A. Earnest Money received from Buyer: \$ 1500.00
 - B. Additional Earnest Money due from Buyer on _____ (date): \$ _____
 - C. Purchase money loan to Seller on terms set forth in Paragraph 2a:
 (including discount points) \$ _____
 - D. Proceeds of a new loan to be executed by Buyer to any lender other than
 Seller as set forth in Paragraph 2b. Name of Lender: _____ \$ _____
 - E. Balance due at closing (not including Buyers closing costs, prepaid items or
 prorations) in U.S. cash or locally drawn certified or cashiers check.
 approximately exactly \$ _____
 - F. Total Purchase Price. approximately exactly \$ 6500.00

2a. Seller Financing: The balance due to Seller will be evidenced by a negotiable Promissory Note of Borrower,
 secured by a Mortgage or Deed to Secure Debt on the Property and delivered by Buyer to Seller dated the date of closing,
 bearing an annual interest rate of _____ % and payable at \$ _____ per _____ for _____ months, which
 includes ; does not include ; an escrow for property taxes and hazard insurance. Loan amount includes _____ loan
 discount point(s). This loan contains a _____ % prepayment penalty. This Agreement is NOT assignable without the
 consent of Seller.

2b. New Financing: If Buyer does not obtain the required financing, the earnest money deposit shall be forfeited to
 Seller as liquidated damages. Buyer will make application for financing within five days of the date of acceptance of this
 Agreement and in a timely manner furnish any and all credit, employment, financial and other information required by the
 lender. In the event the original loan application is denied, Buyer, if requested by Seller, will reapply within five days of
 such request to an alternate institution suggested by Seller then has the option to suggest the lender. Seller further has the
 option to substitute itself as an alternate financing source anytime after the first loan denial. Unless such mortgage loan is
 approved without continued contingencies other than those elsewhere covered in this Agreement within thirty (30) days of
 the date of acceptance of this agreement, Seller will have the right to terminate this Agreement, and Buyer will return to
 Seller all the title evidence and surveys received from Seller.

3. Buyer Will Pay: Buyer will pay all closing costs to include: Recording Fees, Intangibles Tax, Credit Reports,
 Funding Fee, Loan Origination Fee, Document Preparation Fee, Loan Insurance Premium, Loan Discount, Title Insurance
 Policy, Attorney's Fees, Courier Fees, Overnight Fee, Appraisal Fee, Survey, Transfer Tax, Satisfaction and Recording
 Fees, Wood Destroying Organism Report and any other costs associated with the funding or closing of this Agreement,
 Buyer will pay all additional monies. All taxes, rentals, condominium or association fees, monthly mortgage insurance
 premiums and interest on loans will be prorated as of the date of closing.

4. Prorations: All taxes, rentals, condominium or association fees, monthly mortgage insurance premiums and interest
 on loans will be prorated as of the date of closing.

5. **Title Evidence:** Buyer shall have the title to the Property researched prior to closing. Any expense of curing title, including but not limited to legal fees, discharge of liens and recording fees will be paid by Seller. This Agreement shall be extended as required to resolve any title issues revealed by said title research.

6. **Survey:** If required by Buyer, or Buyer's lender, Buyer or closing attorney, may, at Buyer's expense, obtain a new staked survey showing all improvements now existing thereon.

7. **Title Examination and Time for Closing:** A. If title evidence and survey, as specified above, show Seller is vested with a marketable title, subject to the usual exceptions contained in title insurance commitments (such as exceptions for survey, current taxes, zoning ordinances, covenants, restrictions and easements of record), the transaction will be closed and the limited warranty deed and other closing papers delivered on or before June 17, 2015, unless extended by other conditions of this Agreement or this agreement is canceled by the Buyer with any earnest money forfeited to the Seller. B. If title evidence or survey reveal any defects which render the title unmarketable, Buyer will immediately notify Seller of such title defects and Seller agrees to use reasonable diligence to cure such defects at Seller's expense and will have 30 days to do so, in which event this transaction will be closed immediately after delivery to Buyer of evidence that such defects have been cured. Seller agrees to pay for and discharge all due or delinquent taxes, liens and other encumbrances, unless otherwise agreed. If Seller is unable to convey to Buyer a marketable title, Buyer will have the right to terminate this Agreement, at the same time returning to Seller all title evidence and surveys received from Seller, or Buyer will have the right to accept such title as Seller may be able to convey, and to close this transaction upon the terms stated herein, which election will be exercised within 10 days from notice of Seller's inability to cure.

8. **Loss or Damage:** If the property is damaged by fire or other casualty prior to closing, and cost of restoration does not exceed 3% of the assessed valuation of the improvements located on the Property, cost of restoration will be an obligation of the Seller and closing will proceed pursuant to the terms of this Agreement with cost thereof escrowing at closing. In the event cost of restoration exceeds 3% of the assessed valuation of the improvements and Seller declines to repair or restore, Buyer will have the option of either taking the Property as-is, together with either the said 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Agreement.

9. **Property Condition:** Seller agrees to deliver the Property in its **PRESENT AS-IS CONDITION** except as otherwise specified herein. Seller does hereby certify and represent that Seller has legal authority and capacity to convey the Property with all improvements. Seller further certifies and represents that Seller knows of no latent defects to the Property and knows of no facts materially affecting the value of the Property except the following:

Buyer has inspected the Property and accepts the Property in its **PRESENT AS-IS CONDITION**, except as otherwise specified herein.

10. **Personal Property:** Included in the purchase price are all fixed equipment including carpeting, floor coverings, ceiling fans, dishwasher, range, range hood, drapery hardware, attached lighting fixtures, mailbox, fence, plants, and shrubbery as now installed on the property, and these additional items: _____

11. **Default and Attorney's Fees:** Should Buyer elect not to fulfill Buyer's obligations under this Agreement all earnest monies will be retained by the Seller as liquidated damages and full settlement of any claim, whereupon Buyer and Seller will be relieved of all obligations under this Agreement. If Seller defaults under this Agreement, the Buyer may seek specific performance or elect to receive the return of the Buyer's earnest money deposit. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs including reasonable attorney's fees.

12. **TIME IS OF ESSENCE IN THIS AGREEMENT.**

13. **Entire Agreement:** There are no other agreements, promises or understandings between these parties except as specifically set forth herein. This legal and binding Agreement will be construed under Virginia Law, will not be recorded and if not understood, parties should seek competent legal advice. If any signature is faxed or digitally produced, it shall have the same legal force and effect as an original ink signature.

14. **Special Stipulations:** The following stipulations, if in conflict with any of the preceding, shall control:

IN WITNESS WHEREOF, all of the parties hereto affix their hands and seals this 11th day of June, 2015.

KC Realty, LLC (Seal)
Seller: Djawa, Manager

Seller: _____ (Seal)

Ben Jones (Seal)
Buyer: Ben Jones
(434)409-7735

434 221-6761 (Seal)
Buyer: Seth Wadsworth



THE CITY OF LYNCHBURG, VIRGINIA

BILLINGS & COLLECTIONS
PO Box 9000
Lynchburg, VA 24505-9000

TAX YEAR: 2015

Bill Date: 3/2/2016

Current Installment Due Date: 3/15/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

REAL ESTATE BILL

Return Service Requested

WOOD, PATRICIA A
2006 TULIP ST
LYNCHBURG, VA 24504-4722

* = Prior Tax Year

Table with 10 columns: Year, Description, Parcel ID, Amount, etc. Includes rows for 2013-2015 Real Estate Tax and Weed General, ending with a Grand Total of 4,062.13.

If your mortgage company is responsible for paying your Real Estate Tax, please forward this bill to them immediately.

Please make checks payable to "City of Lynchburg" and return this portion with your payment.

***** PLEASE DO NOT FOLD, STAPLE, PAPER CLIP OR WRITE ON THIS PORTION *****

See reverse side for additional payment methods.

Real Estate Bill Parcel ID: 04630001 Installment: 3

Summary table with 8 columns: Tax Year, Current Installment Amount Due, Current Installment Due Date, Past Due Amount, Future Installments Amount Due, Penalty, Interest, Total Due. Grand Total: 4,062.13.

Go Green! eBills and eChecks
No additional fees!
www.lynchburgva.gov/citylink

0200463000100000688204062138



CITY OF LYNCHBURG
PO BOX 9000
LYNCHBURG, VA 24505-9000

WOOD, PATRICIA A
2006 TULIP ST
LYNCHBURG, VA 24504-4722



THE CITY OF LYNCHBURG, VIRGINIA

BILLINGS & COLLECTIONS

PO Box 9000
Lynchburg, VA 24505-9000

TAX YEAR: 2015

Bill Date: 3/2/2016

Current Installment Due Date: 3/15/2016

REAL ESTATE BILL

Return Service Requested

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

WOOD, PATRICIA A

2006 TULIP ST

LYNCHBURG, VA 24504-4722

* = Prior Tax Year

Parcel ID	Property Address		Lot Size	Legal Description					
04630001	2006 TULIP ST		0.2603	DAVIS ADD, BLK D 45, PT LOT D					
Tax Rate	Land Assessment	Building and Improvement Assessment		Total Assessment					
1.11	3,800	21,000		24,800					
Tax Year	Description	Installment	Installment Amount	Tax Relief	Amount Due After Relief	Penalty	Interest	Payments	Total Due
* 2011	Real Estate Tax	1	65.10	0.00	65.10	6.51	38.63	0.00	110.24
* 2011	Real Estate Tax	2	65.10	0.00	65.10	6.51	36.82	0.00	108.43
* 2011	Weed General	2	250.00	0.00	250.00	25.00	141.38	0.00	416.38
* 2011	Real Estate Tax	3	65.10	0.00	65.10	6.51	35.03	0.00	106.64
* 2011	Real Estate Tax	4	65.10	0.00	65.10	6.51	33.28	0.00	104.89
* 2012	Real Estate Tax	1	68.82	0.00	68.82	6.88	29.80	0.00	105.50
* 2012	Real Estate Tax	2	68.82	0.00	68.82	6.88	28.07	0.00	103.77
* 2012	Weed General	2	250.00	0.00	250.00	25.00	101.92	0.00	376.92
* 2012	Real Estate Tax	3	68.82	0.00	68.82	6.88	26.36	0.00	102.06
* 2012	Real Estate Tax	4	68.82	0.00	68.82	6.88	24.68	0.00	100.38
* 2012	Weed General	4	250.00	0.00	250.00	25.00	77.72	0.00	352.72
* 2013	Real Estate Tax	1	68.82	0.00	68.82	6.88	19.80	0.00	95.50
* 2013	Real Estate Tax	2	68.82	0.00	68.82	6.88	18.23	0.00	93.93
* 2013	Weed General	2	350.00	0.00	350.00	35.00	92.66	0.00	477.66
* 2013	Real Estate Tax	3	68.82	0.00	68.82	6.88	16.68	0.00	92.38

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **March 8, 2016 (PDC)**

AGENDA ITEM NO.:

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Timberlake Rd. - Logan's Lane concept discussion**

RECOMMENDATION:

Submit revised layout to Council for review.

SUMMARY:

Per Council's request, an alternative configuration for the Timberlake- Logan's Lane-Route 501 off-ramp has been developed. The alternative configuration includes a roundabout at the off-ramp terminus with a connection to the credit union and adjacent residential area. The Schewel's parcel ties to Logans Lane between the roundabout and Timberlake Road. Permission is required from Schewels to relocate their entrance as shown on the concept. This concept is only viable because the City has approved the purchase of the 7001 Timberlake Road parcel making it available for road construction. This concept has not yet been reviewed by VDOT. Per the project design engineer, a VDOT access management waiver would be required to allow the ramp terminus, which is the roundabout, to be located 500' from the intersection of Logans Lane and Timberlake Road instead of the 1320' required by VDOT standards. The current distance between the off-ramp/Timberlake and Wards Ferry/Timberlake intersection is 290'. The revised concept is an improvement over current conditions. Estimated construction cost is \$3.1M.

The bridge alternative concept previously submitted to PDC and to Council as part of the request to purchase the 7001 Timberlake Road property has been approved by VDOT and requires no access management waivers. Estimated construction cost is \$6.3M.

PRIOR ACTION(S):

- January 12, 2016-Council approved purchase of the property at 7001 Timberlake Road with the condition that the conceptual design is brought back to Council for approval.
- March 10, 2015-PDC approved the conceptual bridge layout and authorized pursuing the purchase of the 7001 Timberlake Rd parcel.
- January 26, 2016, November 27, 2012, and May 10, 2011-Council approved applications for revenue sharing funds for this project.

FISCAL IMPACT:

Total project cost is \$5.4M with the new layout including design, land acquisition and construction. Funds for right of way acquisition are available as part of this revenue sharing project.

CONTACT(S):

Maggie Cossman – City Transportation Engineer – 455-3935

Lee Newland – City Engineer – 455-3947

Gaynelle Hart – Public Works Director – 455-4406

ATTACHMENT(S):

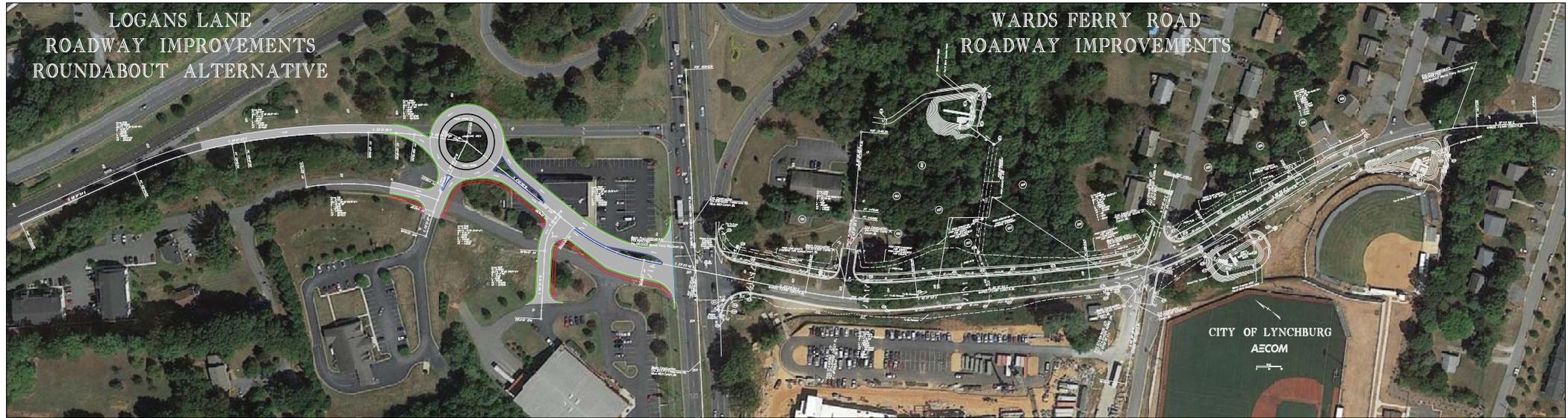
Conceptual layouts: 1. Off-ramp with roundabout 2. Off-ramp with bridge
Ramp Alternatives summary and comparison

REVIEWED BY:

LOGANS LANE
ROADWAY IMPROVEMENTS
ROUNDBOUT ALTERNATIVE

WARDS FERRY ROAD
ROADWAY IMPROVEMENTS

CITY OF LYNCHBURG
AECOM



LOGANS LANE ROUNDABOUT ALTERNATIVE

Project: Logan's Lane Improvements

Response by: Matt Timm, PE - AECOM

For: Maggie Cossman, PE – City of Lynchburg Project Manager

AECOM has been requested to analyze a roundabout alternative for the Logans Lane Improvements project. AECOM will provide preliminary horizontal and vertical alignments, displays, cost estimate, and a report. A pro/con list will also be included to compare the updated roundabout alternative to the current bridge design.

The current design proposes to bridge Logans Lane over the Route 501 off-ramp. The sequence of events that led to the current configuration of the Logans Lane Ramp project was addressed in Mike Greenwood's memo (sent 2/17/2016).

Before the City of Lynchburg's purchase of the restaurant property, the roundabout alternative (shown in the original IMR) was determined to not be a cost effective design. However, after the restaurant purchase, there is now space to shift the roundabout to reduce the cost of this alternative.

The preliminary horizontal and vertical alignments of the updated roundabout alternative are attached. There are no anticipated design exceptions required for this alignment alternative.

The existing alignment of the Route 501 off-ramp will be utilized as much as possible before the entry into the roundabout. This would minimize impacts to the large fill slope adjacent to the ramp and the roadway lighting along the ramp. Sight distance will be met for the proper design speed approaching the roundabout.

The roundabout's inscribed circle diameter is currently shown as 150', which would accommodate a WB-67 for a single-lane roundabout (Exhibit 6-9, FHWA's *Roundabouts: An Informational Guide*).

The bank entrance will need to be extended to connect with the roundabout. This would require excavating existing Logans Lane to tie to the elevation of the roundabout. This could result in potential impacts to underground utilities (sanitary, water, and fiber optic). The portion of existing Logans Lane that serves the residential properties will be tied to the bank entrance extension.

The entrance to the Schewel's Furniture store will be relocated to the back of their parking lot. This will provide increased spacing between the entrance and the intersection of Logans Lane and Timberlake Road. A median break is shown to provide access to the store.

A sidewalk is shown on Logans Lane to service the local residents and commercial properties. This sidewalk would cross Timberlake Road and tie into the Wards Ferry Road project improvements.

The drainage and stormwater management design would be similar in size and scope for each alternative. Both would require proposed inlets, stormsewer systems, and stormwater management basins.

In comparing the two alternatives, there are no major differences from an environmental impact perspective.

Below is a pro/con list for the roundabout alternative versus the bridge alternative.

Pros:

- Reduced cost (see attached cost estimates for each alternative)
- Reduced construction schedule
- Improved residential/commercial access
- Improved maintenance of traffic during construction
- Reduced geotechnical investigation required
- Reduced utility impact at bridge abutment (sanitary)

Cons:

- Impact to the Schewels Furniture property (no impact in the bridge alternative)
- Traffic analysis required to verify roundabout alternative concept
- Access management design waivers
- Potential utility impacts near bank property (sanitary, water, and fiber optic)
- Does not match the displays from public meeting; may require another public meeting

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **March 8, 2016 PDC**

AGENDA ITEM NO.:

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Vacating Right of Way around Lakeside Dr. and Old Forest Road**

RECOMMENDATION:

Forward to full Council at a future date through the Public Hearing process for consideration of vacating the Right of Way, rezoning and creating separate parcels for future sale and development.

SUMMARY:

The right of way and parcels were originally acquired by VDOT prior to the 1976 annexation for the construction of a grade separated interchange. In 2006, the City performed a study to evaluate options for the area and adopted a concept for an at-grade improvement instead of the interchange concept. Some of the reasons were available funding and the likelihood of constructing an interchange in the urban environment of the retail establishments in the area. In 2007, the City of Lynchburg joined the Urban Construction Initiative (UCI) of the Commonwealth of Virginia and took control of the VDOT construction program for the City. The City, as part of the UCI, requested to have any right of way or parcels within the City limits owned by VDOT transferred to the City in 2009. In 2012, Council voted to take the first parcel (Fresh Market Site) through this process and this will clear up the remaining land.

This property is currently right of way and/or parcels and would have to go through the public hearing process before it can revert back to land that could then be sold.

PRIOR ACTION(S):

March 2012 PDC – Fresh Market Site

FISCAL IMPACT:

The vacation of right of way creates a parcel available for sale.

CONTACT(S):

Lee Newland, City Engineer 455-3947

Gaynelle Hart, Public Works Dir. 455-4406

ATTACHMENT(S):

- Preliminary Concept of Subdivision

REVIEWED BY:

CONCEPTUAL PLAN FOR RIGHT OF WAY REVISION AND
DIVISION OF PROPERTY OF CITY OF LYNCHBURG

LOCATED NEAR INTERSECTION OF OLD FOREST ROAD,
LAKESIDE DRIVE, WHITEHALL ROAD AND ROUTE 501

FEBRUARY 29, 2016

