

**LYNCHBURG CITY COUNCIL  
PHYSICAL DEVELOPMENT COMMITTEE**

**Tuesday, June 14, 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. Request to waive Real Property Tax Penalty and Interest | Donna Witt         |
| 2. Vacation of property- Lakeside Drive                    | Rachel Frischeisen |
| 3. Vacate portion- Lucado Place/unnamed right-of-way       | Rachel Frischeisen |
| 4. Main Street Bridge Update                               | 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: July 12, 2016**

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

June 14, 2016

Projects of Interest	Status		Notes
Timberlake / Logan's Lane Intersection	Design	December 2016	Proceeding with Design
Midtown Connector	Construction	May 2016	Final Inspections June 28th
Greenview Drive Phase 2	Construction	July 2017	Construction Underway
Kemper Street Bridge / Interchange	Construction	September 2016	Lighting and Paving Underway
One Way Pairs @ 501/221	Preliminary	August 2016	HB2 Submittal - Right of Way Vacation and Rezoning
Memorial - Park - Lakeside Intersection	Construction	September 2017	Construction Underway
Odd Fellows Road - P3	Construction	August 2018	Construction Underway
Juvenile Services Group Home	Construction	April 2016	Winding Down
Downtown Streetscapes	Construction	August 2017	Construction Underway
LU Intramural Field Road - Phase 1	Construction	September 2016	Underway
LU Intramural Field Road - Phase 2	Bid	June 2016	Bids Received 6/8

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **June 14, 2016**

AGENDA ITEM NO.:

CONSENT:           REGULAR: **X**

WORK SESSION:

CLOSED SESSION:  
(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Request to Waive Real Property Tax Penalty and Interest for the Krise Building**

RECOMMENDATION: Denial of the request to waive the Real Property Tax penalty and interest accumulated on the Krise Building.

SUMMARY: Krise Re-Development, LLC has requested a waiver of the Real Property Tax penalty and interest for the Krise Building at the corner of 9<sup>th</sup> Street and Main Street. The current owner, Krise Building Associates, LLC, has \$55,451.74 in delinquent property taxes, \$5,611.34 in penalty and \$23,393.70 in interest for a total of \$84,456.78. The total assessed value of the Krise Building is \$1,286,300.

The Real Estate Taxes will need to be paid in full as part of the sale closing. The request is for a waiver of the penalty and interest of \$29,005.04.

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 and is inconsistent with the Municipal Property Liens Waiver Policy, staff was advised by the City Attorney to follow the policy procedure guidelines.

Krise Re-Development, LLC Managing Partner, Cliff Harrison, has submitted the request as outlined in the policy with the intent to utilize a HUD 220 loan and Federal and State Historic Tax Credits to renovate the property.

City staff is not recommending the waiver of penalty and interest due to this property being eligible for the Residential Tax Rehabilitation Program and therefore, no Real Estate Taxes will be collected on the additional value of the building for fifteen (15) years.

PRIOR ACTION(S): Municipal Property Lien Policy, June 19, 2001; Physical Development Committee, June 14, 2016

FISCAL IMPACT: Reduction of \$29,005.04 (Real Property Tax penalty and interest) 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 Krise Re-Development, LLC; Draft Sale Agreement; Real Estate Bills for Krise Building, LLC., Fact Sheet on Mortgage Insurance for Rental Housing for Urban Renewal and Concentrated Development

REVIEWED BY:



# 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

# KRISE RE-DEVELOPMENT LLC

po box 32  
powhatan, va 23139  
tel 434-981-6764

City of Lynchburg  
Financial Services Dept  
Office of the Director  
900 Church St  
Lynchburg, Va 24504

May 31, 2016

Donna Witt,

Per our phone conversation last week, I would like to make a petition on behalf of the proposed Krise Building Historic renovation. This petition is to request relief from the penalties and interest fees associated with the past real estate tax delinquencies which were compiled under a different ownership group.

My partners and I have been in pursuit of this development for about 4 years now. The economic feasibility of this project is extremely difficult. With that said, we are presently in the Due Diligence process of a HUD 220 program loan. About the only way we can place this product back into the market is directly related to this program's 40 year amortization capability and the use of Fed and State Historic Tax Credits. Every dollar becomes precious as we look to position this building back into the market.

Years ago, the previous owners had registered this building as condominiums which drastically increased the assessment, and therefore the taxes, over the course of time. The condominiums were never built and, therefore, never created any income. All it did was increase the real estate tax burden for no cause. Furthermore, there is no real way that the building could even have been developed without the use of the historic tax credit investment. Under IRS regulations, that tax credit source of capital restricts an owner from selling any part of the real estate for the first 5 years. Needless to say, we will be terminating that condominium registration moving forward.

Before we take ownership of the property, and in our efforts to manage our cash equity position, we would like to respectfully ask that the City approve this request for forgiveness of past penalties and interest and allow us to factor that in to our Settlement Statement for closing.

Thank you for your consideration in this regard,

Cliff Harrison, Managing Partner

**AMENDED AND RESTATED  
REAL ESTATE PURCHASE AGREEMENT**

April 27, June 7, 2016 (“*Effective Date*”)

THIS AMENDED AND RESTATED REAL ESTATE PURCHASE AGREEMENT (this “*Agreement*”) is made and entered into by and between **KRISE REDEVELOPMENT, LLC**, (“*Purchaser*”), a Virginia limited liability company, and **KRISE BUILDING ASSOCIATES, LLC**, (“*Seller*”), a Virginia limited liability company, and with the consent of **S&T REAL ESTATE, LLC**, a Virginia limited liability company with offices in Danville, Virginia (“*S&T*”). Seller and Purchaser are collectively referred to herein as the “*Parties*”, and each a “*Party*”, individually. S&T is the lender whose loan is presently secured by the Property described below and who has agreed to finance Purchaser’s acquisition of the Property from Seller on the terms described below.

**RECITALS:**

A. On February 6, 2008, S&T loaned **One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00)** to Seller, secured by a first lien deed of trust covering the Condominium Property (and/or covering the real property that Seller subjected to the Krise Conversion Condominium), as hereinafter defined (“*Building Loan*”).

B. In October 2011, S&T purchased from the First National Bank of Altavista a promissory note in the amount of **One Hundred Fifty Six Thousand Dollars (\$156,000.00)** made by Seller, payable to the First National Bank of Altavista together with a first lien deed of trust on the Parking Lot and Alley Parcels, as hereinafter defined, which secured such promissory note (“*Parking Lot Note*”).

C. As of the Effective Date, Seller is in default under the Parking Lot Note, and the promissory note evidencing the Building Loan, and the Parties, and all other persons or entities giving their consent hereto, desire to enter into this Agreement to effect the sale by Seller to Purchaser of the Property and S&T’s financing of Purchaser’s acquisition of the Property from Seller hereunder, all on the terms and conditions hereinafter described.

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

**1. RESTATEMENT; DEPOSIT; DESCRIPTION OF PROPERTY.**

a. Restatement. This Agreement amends and entirely restates that Real Estate Purchase Agreement between Seller and Cliff Harrison, as Purchaser, dated September 28, 2010 (the “*Original Agreement*”) or any other agreements between the Parties and between Purchaser and S&T. Except as otherwise may be provided herein, Cliff Harrison’s signature is affixed to this Agreement solely for the purpose of assigning any right, title, interest, duty, obligation, or responsibility he may have under the Original Agreement to the Purchaser, and he has no personal liability for any obligation of the Purchaser hereunder or with respect to the transactions to be consummated as provided in this Agreement, except to the extent expressly provided herein with respect to the Limited Guaranty Agreement to be delivered by him and others, if and only if the HUD Loan (as defined below) is closed.

b. Deposit. Pursuant to the terms of the Original Agreement, Purchaser paid to Sherwood S. Day Trust Account, a deposit of **Ten Thousand Dollars (\$10,000.00)** (“*Deposit*”), the receipt of which is acknowledged by Seller, and which shall remain in escrow until Settlement and be applied to the Preservation Fee (as defined in paragraph 2(i) below) payable to Seller at Settlement. Seller shall be

solely responsible for collecting the Deposit from Sherwood S. Day or his law firm.

c. Description of Property. The real property owned by Seller that is the subject of this Agreement is all of the following real estate, together with all improvements thereon and appurtenances thereunto belonging, and together with all of Seller's right, title and interest in and to alleyways or other adjacent property, easements, rights of way, permits and like (collectively, the "**Property**"):

(i) The Krise Conversion Condominium, in its entirety, being all sixteen (16) condominium units and all common elements appurtenant thereto, in The Krise Conversion Condominium, commonly referred to as 203 Ninth Street, Lynchburg, VA 24504, pursuant to and as described in the condominium instruments, including the Declaration of The Krise Conversion Condominium, recorded in the Clerk's Office of the Circuit Court of the City of Lynchburg, Virginia (the "**Clerk's Office**"), as Instrument 050012840, which units are briefly described as follows (collectively, the "**Condominium Property**"):

Unit 1A, 628 square feet	Parcel ID 02447018
Unit 1B, 1,192 square feet	Parcel ID 02447019
Unit 1C, 765 square feet	Parcel ID 02447020
Unit 1D, 3,598 square feet	Parcel ID 02447021
Unit 2A, 2,175 square feet	Parcel ID 02447022
Unit 2B, 2,169 square feet	Parcel ID 02447023
Unit 3A, 2,237 square feet	Parcel ID 02447024
Unit 3B, 1,876 square feet	Parcel ID 02447025
Unit 4A, 2,102 square feet	Parcel ID 02447026
Unit 4B, 1,876 square feet	Parcel ID 02447027
Unit 5A, 2,102 square feet	Parcel ID 02447028
Unit 5B, 1,876 square feet	Parcel ID 02447029
Unit 6A, 2,143 square feet	Parcel ID 02447030
Unit 6B, 1,884 square feet	Parcel ID 02447031
Unit 7A, 2,143 square feet	Parcel ID 02447032
Unit 7B, 1,892 square feet	Parcel ID 02447033

The common elements are designated by the City of Lynchburg, Virginia as Parcel ID 02447012.

The land and all buildings and improvements thereon, and the easements, rights and appurtenances thereunto belonging, submitted to the provisions of the Condominium Act, Chapter 4.2 of Title 55 of the Code of Virginia, 1950, as amended, are shown and described in the said condominium instruments and the land is also shown as Parcel 1, 0.1289 Ac., on the plat recorded in the Clerk's Office in Plat Cabinet 8, slide 4 (the "**Plat**").

For purposes of this Agreement, the Condominium Property shall also include a non-exclusive easement for ingress and egress in and to the 3.77' Alley described in item (ii) below.

(ii) The adjacent parking lots and alleyways owned by Seller, commonly known as 211 Ninth Street, Lynchburg, VA, designated by the City of Lynchburg, Virginia as Parcel ID 02447013, and shown as Parcels 5 (0.0720 Ac.), 6 (0.0085 Ac.), 7 (0.0858 Ac.), and 8 (0.0679 Ac.) on the Plat and as 3.77' Alley and 5' Private Alley (collectively, the "**Parking Lot and Alley Parcels**").

Being all of the real estate, improvements thereon and appurtenances thereunto pertaining,

described, and labeled as Parcels A, B, C, D, and E, in a deed dated August 12, 2004 from General Business Three, L.C. to Seller, recorded in the Clerk's Office as Instrument 040008579 ("**Source Deed**"), provided that Parcel A (Parcel 1 as shown on the Plat) has been subjected to The Krise Conversion Condominium, as aforesaid.

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, the Property, upon the terms and conditions herein set forth.

d. Condominium Termination. The Seller, being the sole owner of the Condominium Property, shall, prior to or at Settlement, terminate the condominium pursuant to Virginia Code § 55-79.72:1A by recording, at Purchaser's sole cost, an instrument of termination of condominium in substantially the form attached hereto as **Exhibit A**, which Termination of Condominium instrument will be recorded immediately prior to recordation of the deed for the Property. Although the Condominium Property is presently described as condominium units as set forth in paragraph 1(c), the Condominium Property, post termination of the condominium, will be conveyed by description consistent with the Source Deed and the character of such real property as no longer being subject to the condominium instruments of Krise Conversion Condominium.

**2. PURCHASE PRICE.** The purchase price of the Property is **One Million Four Hundred Six Thousand Dollars (\$1,406,000.00)**, payable at Settlement as follows ("**Purchase Price**"):

- (a) ~~Financing~~ 100% financing from S&T to Purchaser, in an amount and otherwise as set forth in Paragraph 3 below, for application to pay off the Building Loan and Parking Lot Note in full and to release the ~~deed~~ deeds of trust against the Property securing such Building Loan by ~~certificate~~ and Parking Lot Note by certificates of satisfaction executed by S&T and delivered at Settlement;
- ~~(b) Payment by Purchaser to S&T of **Three Hundred Six Thousand and No/100 Dollars (\$306,000.00)** in immediately available U.S. cash funds ("**Down Payment**") at Settlement, for application to pay off the Parking Lot Note in full and to release the deed of trust against the Property securing such Parking Lot Note by certificate of satisfaction executed by S&T and delivered at Settlement;~~
- ~~(b) (e)~~ Seller shall be responsible for collecting the Deposit from Sherwood S. Day or his law firm and applying such amount against the Preservation Fee such that Purchaser's payment to Seller of the Preservation Fee (as defined below) at Settlement shall be \$24,000, ~~less any interest that accrued on said Deposit~~ 24,000 (which amount has been held in Seller's counsel's IOLTA account and has not earned interest).

In addition to the Purchase Price, Purchaser shall pay the following amounts to the settlement agent at Settlement:

- (i) **\$24,000** of a fee of **Thirty-Four Thousand Dollars (\$34,000.00)** (the "**Preservation Fee**") to be paid to Seller, for Seller's services in preserving of the Property over the course of years during which Purchaser pursued its development interest in the Property, and S&T consents to this payment, which is not required to be applied to the Building Loan or Parking Lot Note owed by Seller to S&T; provided that Purchaser shall be entitled to a credit of \$10,000 ~~plus accrued interest~~ in the form of the Deposit that Seller will be responsible for collecting from Sherwood S. Day ~~or his's~~ law firm.

- (ii) All delinquent real estate taxes and related penalties and interest owed on the Property, estimated through the Closing Date to be \$83,792.50, exclusive of penalties and interest, owed on the Property. PURCHASER'S OBLIGATION TO GO TO CLOSING UNDER THIS AGREEMENT IS CONTINGENT, AT PURCHASER'S OPTION, ON THE CITY OF LYNCHBURG, VIRGINIA WAIVING PENALTIES AND INTEREST THAT HAVE ACCRUED WITH RESPECT TO UNPAID OR LATE PAID REAL ESTATE TAXES DUE AND PAYABLE WITH RESPECT TO THE PROPERTY ("THE PENALTY & INTEREST AMOUNTS"). PURCHASER AGREES, WITH SELLER'S COOPERATION, TO SEEK CITY COUNCIL'S WAIVER OF THE PENALTY & INTEREST AMOUNTS AT A CITY COUNCIL MEETING TO OCCUR IN JUNE OR JULY, 2016.
- (iii) Accrued unpaid interest on the Parking Lot Loan, estimated through the Closing Date to be \$20,300.
- (iv) All closing costs related to the transaction contemplated herein, including, but not limited to, clerk's fees, Purchaser's and settlement agent's fees, title search fees, recordation costs or taxes, title insurance premiums (for both owner's and lender's policies of title insurance), and fees of any inspections or studies that remain unpaid as of Settlement.

Seller represents and warrants to Purchaser that there are no condominium dues owing for the Condominium Property.

**3. FINANCING.** This Agreement is contingent on Purchaser delivering to S&T, at Settlement, a promissory note payable to S&T or order in the principal amount of ~~One Million One~~ **Four Hundred Six Thousand Dollars (\$1,100,00.00 1,406,00.00)** (the "*Principal*") with interest accumulating at five percent (5%) per annum (the "*Note*"), which shall be executed in substantially the form as that attached hereto as **Exhibit B**. The Note shall be secured by a first lien deed of trust against the Property executed at Settlement in substantially the form as that attached hereto as **Exhibit C**. ~~The Note includes the following payment provision D; provided, however, that if and only if Purchaser closes the HUD Loan (as defined below) (A) S&T will be obligated to release this deed of trust in return for (1) a joint and several personal guaranty of Cliff Leslie Harrison, Michael Wayne Martin, Jr., and Gregory S. McCauley, Sr. guaranteeing \$420,000 of the principal balance of the Note remaining after the minimum partial payment described in item (2) plus interest on that principal amount at the interest rate specified in the Note, in the form of Exhibit C (the "*Limited Guaranty Agreement*") and (2) Purchaser (through the HUD Loan settlement agent) will make a minimum partial payment on the Note to S&T in the amount of \$706,000, out of the HUD Loan proceeds available at closing of the HUD Loan. Accordingly, if the HUD Loan closes, S&T will have no collateral security for the remaining balance of the Note, but S&T will have Limited Guaranty Agreement. The Limited Guaranty Agreement shall not be deliverable unless and until the HUD Loan closes. The Note will include the following payment provisions (where Maker refers to Purchaser and Payee refers to S&T and the date hereof refers to the Settlement Date):~~

"This Note shall be due and payable as follows:

- (a) ~~Interest Rate & Interest Only Payments.~~ The outstanding principal balance of this Note shall accrue interest at the rate of five percent (5%) per annum simple interest (the "*Interest Rate*") until paid in full.
- (b)
  - (i) ~~Unless the Early Maturity Date is triggered as provided in item (c)(ii) below, there shall be no payments due on this~~

Note prior to the Initial Maturity Date (defined below), on which date (whether or not the Maturity Date is extended as provided in item (c)(iii)) all accrued unpaid interest on this Note is due and payable.

No Regular Payments until HUD Loan Closing; Interim Payments after HUD Loan Closing Based on Tax Credit Capital Contributions. Prior to the Maturity Date, no payments will be due and payable on the Note, except that from and after the closing of Maker's HUD financing (the "**HUD Loan**") to develop and renovate the Property (the "**Project**"), Maker agrees to make payments to the extent of Funds Available, first towards accrued unpaid interest at the Interest Rate and then to outstanding principal. "**Funds Available**" means and is limited to capital contributions received by the Maker from tax credit proceeds contributed by the state historic tax credit investor member of the Maker, or after application of all such funds, if such funds are insufficient to retire the Note, then from distributions payable to the Maker by reason of capital contributions in the nature of tax credit proceeds contributed to the master tenant of which the federal historic tax credit investor is a member with respect to the Project.

~~(c) (ii) If the Maturity Date of this Note is extended from the Initial Maturity Date to the Extended Maturity Date (as defined below), Maker shall have no obligation to pay the outstanding principal balance of this Note on the Initial Maturity Date but shall pay accrued unpaid interest due and payable through the Initial Maturity Date on the Initial Maturity Date and, in addition, shall pay interest monthly in arrears at the Interest Rate for the period between the Initial Maturity Date and the Extended Maturity Date (the "**Extension Period**"), in equal, consecutive monthly installments, on the first day of each calendar month during the Extension Period, commencing with the date that is one month from the Initial Maturity Date. Release Fee Upon HUD Loan Closing. If prior to the Maturity Date Maker closes on the HUD Loan, Maker must pay Payee the Minimum Release Fee and Payee must fully release its deed of trust lien against the Property as collateral security for the Note. As used herein, "**Minimum Release Fee**" means a partial payment against the Note in the amount of (i) \$706,000, representing principal, plus (ii) a sum equal to the accrued unpaid interest to date on the Note at the Interest Rate.~~

~~(d) (b) Maturity Date. The "**Maturity Date**" of this Note means the earlier of (i) five (5) years from the date of closing of the HUD Loan or (ii) seven (7) years from the date of this Note. All outstanding principal and accrued unpaid interest and other charges under this Note shall be due and payable in full on the~~

Maturity Date of this Note.

~~(e) The "Maturity Date" of this Note means the Initial Maturity Date, Early Maturity Date or Extended Maturity Date, as provided below:~~

~~(i) "Initial Maturity Date" means the date that is one year from the date of this Note; and~~

~~(ii) The Maturity Date of this Note shall be the Initial Maturity Date, provided, however that if prior to the Initial Maturity Date Maker closes on third party financing to develop and renovate the Property and such loan includes a sum sufficient to retire the debt evidenced by this Note ("Third Party Construction Loan"), the Maturity Date of this Note shall be the date that Maker closes on such Third Party Construction Loan with another lender (the "Early Maturity Date"); or~~

~~(iii) If Maker does not close on a Third Party Construction Loan on or before the Initial Maturity Date, the Maturity Date of this Note automatically shall be extended for twelve (12) months beyond the Initial Maturity Date (such date, the "Extended Maturity Date")."~~

**4. TITLE.** The Property is sold free of encumbrances and title shall be good of record and marketable, subject, however, to covenants, rights of way, easements, conditions and restrictions of record, if any, which do not interfere with Purchaser's intended use of the Property, as determined in the Purchaser's sole discretion, and further subject to the Termination of Condominium to be recorded at Settlement. Otherwise, the Deposit is to be returned and this Agreement declared void at the option of the Purchaser, unless the defects are of such character that they may be promptly remedied by legal action and Seller is able to remedy such defects at its expense, allowing a reasonable time for Seller to remedy such defects.

**5. DEED.** Seller agrees to execute and deliver at settlement a good and sufficient general warranty deed, in proper form for recordation, conveying the Property to Purchaser, in substantially the form as that attached hereto as Exhibit DE.

**6. ADJUSTMENTS.** (A) *Water, Sewer and Electric.* All water, sewer and electric utility costs are to be adjusted to the Settlement Date. (B) *Rent.* Rent shall be prorated as of the Settlement Date with all rent accruing prior to Settlement being delivered by Seller to S&T for application to current or past due real estate taxes, penalties and interest, water, sewer, electric and maintenance relating to the Property. Seller and/or S&T shall deliver lease deposits and rent adjustments, together with any other balance in the operating account, to Purchaser at Settlement. These obligations shall survive Settlement and delivery and recording of the deed.

**7. Attorney Fees.** Seller, Purchaser and S&T shall each pay its respective attorneys' fees.

**8. SETTLEMENT: FORFEITURE OF DEPOSIT.** The date of Settlement ("*Settlement Date*") shall be on or about ~~April 29, 2016~~ June 30, 2016, or if closing hereunder has not occurred by the original

Settlement Date Purchaser may go to Closing at a later date to be scheduled within 90 days of the Effective Date provided Purchaser gives Seller at least ten (10) days' advance notice of the later Settlement Date. If the Purchaser shall fail to go to Settlement within 3090 days of the Settlement Date hereof through no fault of Seller or S&T, the full Deposit provided for may be forfeited as liquidated damages as Seller's sole remedy, in which event the Purchaser shall be relieved from further liability hereunder. In any case in which Seller is entitled to receive the Deposit hereunder, Seller shall direct Sherwood S. Day to deliver the Deposit to Seller for application to the Preservation Fee.

**9. EMINENT DOMAIN.** As of the Settlement Date no part of the Property shall have been acquired, or shall be about to be acquired, by any governmental authority or agency in the exercise of its power of eminent domain or by private purchase in lieu thereof, nor shall there be any threat or imminence of any such acquisition or purchase.

**10. PLACE OF SETTLEMENT; OWNER'S AFFIDAVIT AND INDEMNITY BY SELLER.** Settlement is to be made at the office of Purchaser's attorney at 828 Main Street, 19<sup>th</sup> FL, Lynchburg, Virginia 24504. Seller represents and warrants to Purchaser that all contractors, sub-contractors, laborers, materialmen or other parties rendering professional services to improve or benefit the Property have been or will be paid in full by Seller prior to Settlement, and Seller shall deliver to Purchaser at Settlement final lien waivers and/or releases of liens from all such parties. Furthermore, Seller agrees to execute and deliver at Settlement such affidavits or indemnities as Purchaser's title insurance company or Purchaser's counsel shall require in order to delete from Purchaser's title insurance policy all standard exceptions for unfiled mechanic's, materialmen's or similar liens except exceptions approved by Purchaser related to the first floor leases.

**11. POSSESSION; ESTOPPELS.** Seller agrees to give occupancy of the Property at Settlement by delivering the property subject to leases for the existing first floor retail tenants, which Seller shall assign, and Purchaser shall assume, by instrument of assignment and assumption at Settlement. Prior to Settlement, Purchaser shall have received tenant's estoppel certificates from all current tenants of the Property in a form satisfactory to Purchaser in its sole discretion. Purchaser may waive this requirement, at its option, in Purchaser's sole discretion.

**12. RISK OF LOSS.** Seller assumes the risk of loss or damage to the Property by fire or other casualty until the executed deed of conveyance is delivered to Purchaser or is recorded for him by the law firm or title company making the Settlement. However, in the event of any such damage, loss, or casualty to the Property prior to Settlement, Purchaser shall have the election to close as required hereunder without diminution in the Purchase Price and with the assignment by Seller of all its interest in insurance or other payments for such damage, loss, or casualty to the Property. In the event of a condemnation of any part of the Property prior to Settlement, Purchaser shall have the option in its sole discretion to terminate this Agreement or to proceed to Settlement with any condemnation award paid or credited to Purchaser at Settlement.

**13. CONDITION AND OPERATION OF PROPERTY.** Property is sold in an "as is" condition. Routine property maintenance shall not be discontinued or deferred during the term of this Agreement. Seller agrees to furnish Purchaser all documentation related to previous building permits and condominium conversion. Between the date of this Agreement and the Settlement, Seller shall not, without Purchaser's prior written consent, grant a written lease, lease modification or other agreement to any party for any purpose relating to any portion of the Property.

**14. GRANTEE.** The Property shall be conveyed in accordance with the terms set forth in this Agreement to the name or names as designated by Purchaser prior to Settlement.

**15. MORTGAGEE APPROVAL.** This Agreement shall not be effective unless and until the first mortgagee on the Property, S&T Real Estate, LLC of Danville, VA, has consented as mortgagee to the terms hereof, by its execution of this Agreement below.

**16. NO BROKERAGE FEE DUE.** Seller represents that no real estate agent or brokerage firm is entitled to a payment, finder's fee or commission under this Agreement by reason of any actions of Seller, its members or its agents. Seller and its members shall indemnify and hold Purchaser harmless from and against any claim that is contrary to such warranty

**17. NOTICES.** All notices required or permitted herein shall be in writing and effective as of the date on which such notice is mailed in any United States Post Office, by certified or registered mail, postage prepaid, or hand-delivered, to Seller at PO Box 897, Lynchburg, VA 24505, or Purchaser at PO Box 5837, Charlottesville, VA 22905 (with a copy to Edmunds & Williams, P.C., 828 Main St., 19<sup>th</sup> Floor, Lynchburg, VA 24504) and Mortgagee at PO Box 3424, Danville, VA 24543 (as shall be applicable) at the addresses designated herein, or to such other addresses as the parties may designate in writing from time to time.

**18. MISCELLANEOUS.** This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine or PDF email attachment shall be considered as originals. It is further disclosed that Robert Bruce Johnson, Member Manager of Krise Building Associates, LLC is a licensed real estate Broker in the Commonwealth of Virginia.

**20. QUALIFIED REHABILITATION EXPENSES.** Seller represents that it has expended approximately \$210,000 toward qualified rehabilitation expenses (QREs) prior to Settlement against which Purchaser will be entitled to seek federal and state historic tax credits. At Settlement, Seller shall provide Purchaser with sufficient evidence of such expenditures so that Purchaser may secure historic rehabilitation tax credits based on such QREs from the Virginia Department of Historic Resources, and shall take any further actions required or helpful to permit the Purchaser to fully utilize the credits. This obligation of Seller shall survive Settlement and delivery and recording of the deed.

**21. BINDING EFFECT; ENTIRE AGREEMENT.** Purchaser and Seller mutually agree that this Agreement shall be binding upon them, and their respective heirs, executors, administrators, successors and assigns.

**22. NOT A FOREIGN PERSON.** Under penalty of law, Seller represents that it is not a "foreign person" as contemplated in Section 1445 of the Internal Revenue Code, as amended. Seller agrees to execute at Settlement an affidavit in the form required by the Internal Revenue Service to exempt Purchaser from any withholding requirements under Section 1445.

[SIGNATURES AND ACKNOWLEDGMENTS ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, or have caused this Agreement to be executed by a duly authorized representative acting on their behalf:

**PURCHASER:** Krise Redevelopment, LLC  
*a Virginia limited liability company*

DATE: \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Cliff Harrison, Member-Manager

**SELLER:** Krise Building Associates, LLC  
*a Virginia limited liability company*

DATE: \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Robert Bruce Johnson  
Member-Manager

DATE: \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Norris David Blanks (aka Inez Berinson Blanks)  
Member-Manager

**WITH THE CONSENT OF JOHNSON AND BLANKS:**

The undersigned execute this Agreement to consent to the terms thereof.

\_\_\_\_\_  
(SEAL)  
Robert Bruce Johnson

\_\_\_\_\_  
(SEAL)  
Norris David Blanks (a/k/a Inez Berinson Blanks)

**FURTHER WITH THE CONSENT OF S & T:**

The undersigned executes this Agreement on behalf of S&T Real Estate, LLC as its duly authorized representative, to evidence its consent to the terms hereof.

S & T Real Estate, LLC, *a Virginia limited liability company* [SEAL]

By: \_\_\_\_\_  
L. Samuel Saunders, Member-Manager

By: \_\_\_\_\_  
Ronald J. Thompson, Member-Manager

**FURTHER WITH THE CONSENT OF CLIFF HARRISON:**

Cliff Harrison signs this Agreement to evidence his consent to relinquish any rights of his under the Original Agreement and to substitute Krise Redevelopment, LLC as the Purchaser.

\_\_\_\_\_(SEAL)  
Cliff Harrison



THE CITY OF LYNCHBURG, VIRGINIA

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

**TAX YEAR: 2015**

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

**REAL ESTATE BILL**

Return Service Requested

KRISE BUILDING ASSOCIATES LLC  
PO BOX 897  
LYNCHBURG, VA 24505-0897

\* = Prior Tax Year

Parcel ID	Property Address		Lot Size	Legal Description					
02447012	203 9TH ST		0.1300	BLK 5					
Tax Rate	Land Assessment		Building and Improvement Assessment			Total Assessment			
1.11	17,300		71,300			88,600			
Tax Year	Description	Installment	Installment Amount	Tax Relief	Amount Due After Relief	Penalty	Interest	Payments	Total Due
* 2014	Real Estate Tax	1	245.86	0.00	245.86	24.59	0.00	80.13	190.32
* 2014	Real Estate Tax	2	245.86	0.00	245.86	24.59	40.97	0.00	311.42
* 2014	Real Estate Tax	3	245.86	0.00	245.86	24.59	35.85	0.00	306.30
* 2014	Real Estate Tax	4	245.88	0.00	245.88	24.59	30.81	0.00	301.28
2015	Real Estate Tax	1	245.86	0.00	245.86	24.59	16.17	0.00	286.62
2015	Real Estate Tax	2	245.86	0.00	245.86	24.59	11.45	0.00	281.90
2015	Real Estate Tax	3	245.86	0.00	245.86	24.59	6.81	0.00	277.26
2015	Real Estate Tax	4	245.88	0.00	245.88	24.59	2.25	0.00	272.72
<b>Grand Total</b>									<b>2,227.82</b>

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: 02447012 Installment: 4

Tax Year	Current Installment Amount Due	Current Installment Due Date	Past Due Amount	Future Installments Amount Due	Penalty	Interest	Total Due
2015	0.00	6/2/2016	983.46	0.00	98.36	36.68	1,118.50
Past Due			927.92		73.77	107.63	1,109.32
<b>Grand Total</b>							<b>2,227.82</b>

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KRISE BUILDING ASSOCIATES LLC  
PO BOX 897  
LYNCHBURG, VA 24505-0897



THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

REAL ESTATE BILL

Return Service Requested

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

KRISE BUILDING ASSOCIATES LLC
517 WASHINGTON ST
LYNCHBURG, VA 24504-2619

\* = Prior Tax Year

Table with columns: Parcel ID, Property Address, Lot Size, Legal Description, Tax Rate, Land Assessment, Building and Improvement Assessment, Total Assessment, Tax Year, Description, Installment, Installment Amount, Tax Relief, Amount Due After Relief, Penalty, Interest, Payments, Total Due. Includes a Grand Total of 2,626.92.

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: 02447019 Installment: 4

Summary table with columns: Tax Year, Current Installment Amount Due, Current Installment Due Date, Past Due Amount, Future Installments Amount Due, Penalty, Interest, Total Due. Includes a Grand Total of 2,626.92.

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CITY OF LYNCHBURG
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KRISE BUILDING ASSOCIATES LLC
517 WASHINGTON ST
LYNCHBURG, VA 24504-2619



THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

REAL ESTATE BILL

Return Service Requested

KRISE BUILDING ASSOCIATES LLC
517 WASHINGTON ST
LYNCHBURG, VA 24504-2619

\* = Prior Tax Year

Table with columns: Parcel ID, Property Address, Lot Size, Legal Description, Tax Rate, Land Assessment, Building and Improvement Assessment, Total Assessment, Tax Year, Description, Installment, Installment Amount, Tax Relief, Amount Due After Relief, Penalty, Interest, Payments, Total Due. Includes a Grand Total of 2,481.85.

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: 02447020 Installment: 4

Summary table with columns: Tax Year, Current Installment Amount Due, Current Installment Due Date, Past Due Amount, Future Installments Amount Due, Penalty, Interest, Total Due. Grand Total: 2,481.85.

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CITY OF LYNCHBURG
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KRISE BUILDING ASSOCIATES LLC
517 WASHINGTON ST
LYNCHBURG, VA 24504-2619



THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

REAL ESTATE BILL

Return Service Requested

KRISE BUILDING ASSOCIATES LLC
2321 RIVERSIDE DR
DANVILLE, VA 24540-4267

\* = Prior Tax Year

Table with columns: Parcel ID, Property Address, Lot Size, Legal Description, Tax Rate, Land Assessment, Building and Improvement Assessment, Total Assessment, Tax Year, Description, Installment, Installment Amount, Tax Relief, Amount Due After Relief, Penalty, Interest, Payments, Total Due. Includes a Grand Total of 2,664.77.

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: 02447021 Installment: 4

Summary table with columns: Tax Year, Current Installment Amount Due, Current Installment Due Date, Past Due Amount, Future Installments Amount Due, Penalty, Interest, Total Due. Grand Total: 2,664.77.

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KRISE BUILDING ASSOCIATES LLC
2321 RIVERSIDE DR
DANVILLE, VA 24540-4267



THE CITY OF LYNCHBURG, VIRGINIA

BILLINGS & COLLECTIONS

PO Box 9000  
Lynchburg, VA 24505-9000

REAL ESTATE BILL

Return Service Requested

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

KRISE BUILDING ASSOCIATES LLC  
2321 RIVERSIDE DR  
DANVILLE, VA 24540-4267

\* = Prior Tax Year

Parcel ID	Property Address		Lot Size	Legal Description					
02447024	203 9TH ST 3A		0.0061	THE KRISE CONVERSION CONDOMINIUM UNTI # 3A					
Tax Rate	Land Assessment		Building and Improvement Assessment		Total Assessment				
1.11	15,500		41,600		57,100				
Tax Year	Description	Installment	Installment Amount	Tax Relief	Amount Due After Relief	Penalty	Interest	Payments	Total Due
* 2008	Real Estate Tax	4	599.55	0.00	599.55	59.96	476.89	577.22	559.18
* 2009	Real Estate Tax	4	599.55	0.00	599.55	59.96	382.26	0.00	1,041.77
* 2010	Real Estate Tax	4	599.55	0.00	599.55	59.96	294.94	0.00	954.45
* 2011	Real Estate Tax	1	149.88	0.00	149.88	14.99	57.37	0.00	222.24
* 2011	Real Estate Tax	2	149.88	0.00	149.88	14.99	53.72	0.00	218.59
* 2011	Real Estate Tax	3	149.88	0.00	149.88	14.99	50.12	0.00	214.99
* 2011	Real Estate Tax	4	149.91	0.00	149.91	14.99	46.60	0.00	211.50
* 2012	Real Estate Tax	1	158.45	0.00	158.45	15.84	38.39	0.00	212.68
* 2012	Real Estate Tax	2	158.45	0.00	158.45	15.84	34.89	0.00	209.18
* 2012	Real Estate Tax	3	158.45	0.00	158.45	15.84	31.45	0.00	205.74
* 2012	Real Estate Tax	4	158.46	0.00	158.46	15.85	28.06	0.00	202.37
* 2013	Real Estate Tax	1	158.45	0.00	158.45	15.84	18.24	0.00	192.53
* 2013	Real Estate Tax	2	158.45	0.00	158.45	15.84	15.07	0.00	189.36
* 2013	Real Estate Tax	3	158.45	0.00	158.45	15.84	11.96	0.00	186.25
* 2013	Real Estate Tax	4	158.46	0.00	158.46	15.85	8.89	0.00	183.20



THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

REAL ESTATE BILL

Return Service Requested

KRISE BUILDING ASSOCIATES LLC
2321 RIVERSIDE DR
DANVILLE, VA 24540-4267

\* = Prior Tax Year

Table with 10 columns: Year, Description, Parcel ID, Amount 1, Amount 2, Amount 3, Amount 4, Amount 5, Amount 6, Total. Includes rows for 2014 and 2015 tax years and a Grand Total of 6,491.35.

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: 02447024 Installment: 4

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: 6,491.35.

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KRISE BUILDING ASSOCIATES LLC
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THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

REAL ESTATE BILL

Return Service Requested

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

KRISE BUILDING ASSOCIATES LLC
2321 RIVERSIDE DR
DANVILLE, VA 24540-4267

\* = Prior Tax Year

Table with columns: Parcel ID, Property Address, Lot Size, Legal Description, Tax Rate, Land Assessment, Building and Improvement Assessment, Total Assessment, Tax Year, Description, Installment, Installment Amount, Tax Relief, Amount Due After Relief, Penalty, Interest, Payments, Total Due.





THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Instalment Due Date: 6/2/2016

REAL ESTATE BILL

Return Service Requested

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

KRISE BUILDING ASSOCIATES LLC
2321 RIVERSIDE DR
DANVILLE, VA 24540-4267

\* = Prior Tax Year

Table with columns: Parcel ID, Property Address, Lot Size, Legal Description, Tax Rate, Land Assessment, Building and Improvement Assessment, Total Assessment, Tax Year, Description, Installment, Installment Amount, Tax Relief, Amount Due After Relief, Penalty, Interest, Payments, Total Due.



THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

REAL ESTATE BILL

Return Service Requested

KRISE BUILDING ASSOCIATES LLC
2321 RIVERSIDE DR
DANVILLE, VA 24540-4267

\* = Prior Tax Year

Table with 10 columns: Year, Tax Type, Parcel ID, Amount, etc. Includes a Grand Total row at the bottom right showing 12,023.05.

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: 02447026 Installment: 4

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. Includes a Grand Total row.

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KRISE BUILDING ASSOCIATES LLC
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DANVILLE, VA 24540-4267



THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

REAL ESTATE BILL

Return Service Requested

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

KRISE BUILDING ASSOCIATES LLC
2321 RIVERSIDE DR
DANVILLE, VA 24540-4267

\* = Prior Tax Year

Table with columns: Parcel ID, Property Address, Lot Size, Legal Description, Tax Rate, Land Assessment, Building and Improvement Assessment, Total Assessment, Tax Year, Description, Installment, Installment Amount, Tax Relief, Amount Due After Relief, Penalty, Interest, Payments, Total Due.



THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

REAL ESTATE BILL

Return Service Requested

KRISE BUILDING ASSOCIATES LLC
2321 RIVERSIDE DR
DANVILLE, VA 24540-4267

\* = Prior Tax Year

Table with 11 columns: Year, Description, Parcel ID, Amount, Interest, Total, etc. Includes rows for years 2013-2015 and a Grand Total of 10,914.52.

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: 02447027 Installment: 4

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: 10,914.52.

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DANVILLE, VA 24540-4267



THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

REAL ESTATE BILL

Return Service Requested

KRISE BUILDING ASSOCIATES LLC
2321 RIVERSIDE DR
DANVILLE, VA 24540-4267

\* = Prior Tax Year

Table with columns: Parcel ID, Property Address, Lot Size, Legal Description, Tax Rate, Land Assessment, Building and Improvement Assessment, Total Assessment, Tax Year, Description, Installment, Installment Amount, Tax Relief, Amount Due After Relief, Penalty, Interest, Payments, Total Due.



THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

REAL ESTATE BILL

Return Service Requested

KRISE BUILDING ASSOCIATES LLC  
2321 RIVERSIDE DR  
DANVILLE, VA 24540-4267

\* = Prior Tax Year

* 2013	Real Estate Tax	3	149.29	0.00	149.29	14.93	11.27	0.00	175.49
* 2013	Real Estate Tax	4	149.31	0.00	149.31	14.93	8.38	0.00	172.62
* 2014	Real Estate Tax	1	149.29	0.00	149.29	14.93	0.00	0.00	164.22
* 2014	Real Estate Tax	2	149.29	0.00	149.29	14.93	24.87	0.00	189.09
* 2014	Real Estate Tax	3	149.29	0.00	149.29	14.93	21.76	0.00	185.98
* 2014	Real Estate Tax	4	149.31	0.00	149.31	14.93	18.70	0.00	182.94
2015	Real Estate Tax	1	149.29	0.00	149.29	14.93	9.82	0.00	174.04
2015	Real Estate Tax	2	149.29	0.00	149.29	14.93	6.95	0.00	171.17
2015	Real Estate Tax	3	149.29	0.00	149.29	14.93	4.14	0.00	168.36
2015	Real Estate Tax	4	149.31	0.00	149.31	14.93	1.37	0.00	165.61
<b>Grand Total</b>									<b>9,127.39</b>

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: 02447028 Installment: 4

Tax Year	Current Installment Amount Due	Current Installment Due Date	Past Due Amount	Future Installments Amount Due	Penalty	Interest	Total Due
2015	0.00	6/2/2016	597.18	0.00	59.72	22.28	679.18
Past Due			5,213.22		521.28	2,713.71	8,448.21
<b>Grand Total</b>							<b>9,127.39</b>

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CITY OF LYNCHBURG  
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LYNCHBURG, VA 24505-9000

KRISE BUILDING ASSOCIATES LLC  
2321 RIVERSIDE DR  
DANVILLE, VA 24540-4267



THE CITY OF LYNCHBURG, VIRGINIA

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

**TAX YEAR: 2015**

**Bill Date: 6/2/2016**

**Current Installment Due Date: 6/2/2016**

**Billing Questions: 434-455-3850**

**Assessment Questions: 434-455-3830**

**REAL ESTATE BILL**

Return Service Requested

KRISE BUILDING ASSOCIATES LLC  
2321 RIVERSIDE DR  
DANVILLE, VA 24540-4267

\* = Prior Tax Year

Parcel ID	Property Address		Lot Size	Legal Description					
02447029	203 9TH ST 5B		0.0062	THE KRISSE CONVERSION CONDOMINIUM UNIT #5B					
Tax Rate	Land Assessment	Building and Improvement Assessment		Total Assessment					
1.11	15,500	33,800		49,300					
Tax Year	Description	Installment	Installment Amount	Tax Relief	Amount Due After Relief	Penalty	Interest	Payments	Total Due
2015	Real Estate Tax	3	136.80	0.00	136.80	12.22	3.39	14.60	137.81
2015	Real Estate Tax	4	136.83	0.00	136.83	13.68	1.25	0.00	151.76
<b>Grand Total</b>									<b>289.57</b>

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

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See reverse side for additional payment methods.

Real Estate Bill Parcel ID: 02447029 Installment: 4

Tax Year	Current Installment Amount Due	Current Installment Due Date	Past Due Amount	Future Installments Amount Due	Penalty	Interest	Total Due
2015	0.00	6/2/2016	259.03	0.00	25.90	4.64	289.57
Past Due			0.00		0.00	0.00	0.00
<b>Grand Total</b>							<b>289.57</b>

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THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

REAL ESTATE BILL

Return Service Requested

KRISE BUILDING ASSOCIATES LLC
2321 RIVERSIDE DR
DANVILLE, VA 24540-4267

\* = Prior Tax Year

Table with columns: Parcel ID, Property Address, Lot Size, Legal Description, Tax Rate, Land Assessment, Building and Improvement Assessment, Total Assessment, Tax Year, Description, Installment, Installment Amount, Tax Relief, Amount Due After Relief, Penalty, Interest, Payments, Total Due.



THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

REAL ESTATE BILL

Return Service Requested

KRISE BUILDING ASSOCIATES LLC  
2321 RIVERSIDE DR  
DANVILLE, VA 24540-4267

\* = Prior Tax Year

* 2013	Real Estate Tax	3	150.68	0.00	150.68	15.07	11.37	0.00	177.12
* 2013	Real Estate Tax	4	150.69	0.00	150.69	15.07	8.46	0.00	174.22
* 2014	Real Estate Tax	1	150.68	0.00	150.68	15.07	0.00	0.00	165.75
* 2014	Real Estate Tax	2	150.68	0.00	150.68	15.07	25.11	0.00	190.86
* 2014	Real Estate Tax	3	150.68	0.00	150.68	15.07	21.97	0.00	187.72
* 2014	Real Estate Tax	4	150.69	0.00	150.69	15.07	18.88	0.00	184.64
2015	Real Estate Tax	1	150.68	0.00	150.68	15.07	9.91	0.00	175.66
2015	Real Estate Tax	2	150.68	0.00	150.68	15.07	7.02	0.00	172.77
2015	Real Estate Tax	3	150.68	0.00	150.68	15.07	4.17	0.00	169.92
2015	Real Estate Tax	4	150.69	0.00	150.69	15.07	1.38	0.00	167.14
<b>Grand Total</b>									<b>9,211.78</b>

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Real Estate Bill Parcel ID: 02447030 Installment: 4

Tax Year	Current Installment Amount Due	Current Installment Due Date	Past Due Amount	Future Installments Amount Due	Penalty	Interest	Total Due
2015	0.00	6/2/2016	602.73	0.00	60.28	22.48	685.49
Past Due			5,261.67		526.17	2,738.45	8,526.29
<b>Grand Total</b>							<b>9,211.78</b>

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THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

REAL ESTATE BILL

Return Service Requested

KRISE BUILDING ASSOCIATES LLC
2321 RIVERSIDE DR
DANVILLE, VA 24540-4267

\* = Prior Tax Year

Table with columns: Parcel ID, Property Address, Lot Size, Legal Description, Tax Rate, Land Assessment, Building and Improvement Assessment, Total Assessment, Tax Year, Description, Installment, Installment Amount, Tax Relief, Amount Due After Relief, Penalty, Interest, Payments, Total Due.



THE CITY OF LYNCHBURG, VIRGINIA

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

TAX YEAR: 2015

Bill Date: 6/2/2016

Current Installment Due Date: 6/2/2016

Billing Questions: 434-455-3850

Assessment Questions: 434-455-3830

REAL ESTATE BILL

Return Service Requested

KRISE BUILDING ASSOCIATES LLC  
2321 RIVERSIDE DR  
DANVILLE, VA 24540-4267

\* = Prior Tax Year

* 2013	Real Estate Tax	3	137.64	0.00	137.64	13.76	10.38	0.00	161.78
* 2013	Real Estate Tax	4	137.64	0.00	137.64	13.76	7.71	0.00	159.11
* 2014	Real Estate Tax	1	137.64	0.00	137.64	13.76	0.00	0.00	151.40
* 2014	Real Estate Tax	2	137.64	0.00	137.64	13.76	22.92	0.00	174.32
* 2014	Real Estate Tax	3	137.64	0.00	137.64	13.76	20.05	0.00	171.45
* 2014	Real Estate Tax	4	137.64	0.00	137.64	13.76	17.23	0.00	168.63
2015	Real Estate Tax	1	137.64	0.00	137.64	13.76	9.04	0.00	160.44
2015	Real Estate Tax	2	137.64	0.00	137.64	13.76	6.40	0.00	157.80
2015	Real Estate Tax	3	137.64	0.00	137.64	13.76	3.81	0.00	155.21
2015	Real Estate Tax	4	137.64	0.00	137.64	13.76	1.26	0.00	152.66
<b>Grand Total</b>									<b>8,413.50</b>

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

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See reverse side for additional payment methods.

Real Estate Bill Parcel ID: 02447031 Installment: 4

Tax Year	Current Installment Amount Due	Current Installment Due Date	Past Due Amount	Future Installments Amount Due	Penalty	Interest	Total Due
2015	0.00	6/2/2016	550.56	0.00	55.04	20.51	626.11
Past Due			4,806.24		480.56	2,500.59	7,787.39
<b>Grand Total</b>							<b>8,413.50</b>

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Lynchburg, VA 24505-9000

**TAX YEAR: 2015**

**Bill Date: 6/2/2016**

**Current Installment Due Date: 6/2/2016**

**Billing Questions: 434-455-3850**

**Assessment Questions: 434-455-3830**

**REAL ESTATE BILL**

Return Service Requested

KRISE BUILDING ASSOCIATES LLC  
2321 RIVERSIDE DR  
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\* = Prior Tax Year

Parcel ID	Property Address		Lot Size	Legal Description					
02447033	203 9TH ST 7B		0.0062	THE KRISE CONVERSION CONDOMINIUM UNIT # 7B					
Tax Rate	Land Assessment	Building and Improvement Assessment		Total Assessment					
1.11	15,500	37,600		53,100					
Tax Year	Description	Installment	Installment Amount	Tax Relief	Amount Due After Relief	Penalty	Interest	Payments	Total Due
* 2006	Real Estate Tax	4	589.41	0.00	589.41	58.96	776.38	448.51	976.24
* 2007	Real Estate Tax	4	557.55	0.00	557.55	55.76	697.48	0.00	1,310.79
* 2008	Real Estate Tax	4	557.55	0.00	557.55	55.76	603.94	0.00	1,217.25
* 2009	Real Estate Tax	4	557.55	0.00	557.55	55.76	502.49	0.00	1,115.80
* 2010	Real Estate Tax	4	557.55	0.00	557.55	55.76	408.84	0.00	1,022.15
* 2011	Real Estate Tax	1	139.38	0.00	139.38	13.94	84.64	0.00	237.96
* 2011	Real Estate Tax	2	139.38	0.00	139.38	13.94	80.75	0.00	234.07
* 2011	Real Estate Tax	3	139.38	0.00	139.38	13.94	76.90	0.00	230.22
* 2011	Real Estate Tax	4	139.41	0.00	139.41	13.94	73.12	0.00	226.47
* 2012	Real Estate Tax	1	147.35	0.00	147.35	14.73	65.65	0.00	227.73
* 2012	Real Estate Tax	2	147.35	0.00	147.35	14.73	61.90	0.00	223.98
* 2012	Real Estate Tax	3	147.35	0.00	147.35	14.73	58.21	0.00	220.29
* 2012	Real Estate Tax	4	147.36	0.00	147.36	14.74	54.60	0.00	216.70
* 2013	Real Estate Tax	1	147.35	0.00	147.35	14.73	44.06	0.00	206.14
* 2013	Real Estate Tax	2	147.35	0.00	147.35	14.73	40.67	0.00	202.75



THE CITY OF LYNCHBURG, VIRGINIA

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REAL ESTATE BILL

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\* = Prior Tax Year

* 2013	Real Estate Tax	3	147.35	0.00	147.35	14.73	37.34	0.00	199.42
* 2013	Real Estate Tax	4	147.36	0.00	147.36	14.74	34.06	0.00	196.16
* 2014	Real Estate Tax	1	147.35	0.00	147.35	14.73	24.54	0.00	186.62
* 2014	Real Estate Tax	2	147.35	0.00	147.35	14.73	24.54	0.00	186.62
* 2014	Real Estate Tax	3	147.35	0.00	147.35	14.73	21.47	0.00	183.55
* 2014	Real Estate Tax	4	147.36	0.00	147.36	14.74	18.45	0.00	180.55
2015	Real Estate Tax	1	147.35	0.00	147.35	14.73	9.69	0.00	171.77
2015	Real Estate Tax	2	147.35	0.00	147.35	14.73	6.86	0.00	168.94
2015	Real Estate Tax	3	147.35	0.00	147.35	14.73	4.08	0.00	166.16
2015	Real Estate Tax	4	147.36	0.00	147.36	14.74	1.35	0.00	163.45
<b>Grand Total</b>									<b>9,671.78</b>

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Real Estate Bill Parcel ID: 02447033 Installment: 4

Tax Year	Current Installment Amount Due	Current Installment Due Date	Past Due Amount	Future Installments Amount Due	Penalty	Interest	Total Due
2015	0.00	6/2/2016	589.41	0.00	58.93	21.98	670.32
Past Due			5,145.39		514.55	3,341.52	9,001.46
<b>Grand Total</b>							<b>9,671.78</b>

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HUD > Program Offices > Housing > Multifamily > Programs > Program Section 220

# Mortgage Insurance for Rental Housing for Urban Renewal and Concentrated Development Areas: Section 220

**Summary:**

Section 220 insures loans for multifamily housing projects in urban renewal areas, code enforcement areas, and other areas where local governments have undertaken designated revitalization activities.

**Purpose:**

Section 220 insures lenders against loss on mortgage defaults. Section 220 provides good quality rental housing in urban areas that have been targeted for overall revitalization. Section 220 insures mortgages on new or rehabilitated housing located in designated urban renewal areas, and in areas with concentrated programs of code enforcement, and neighborhood development.

**Type of Assistance:**

FHA mortgage insurance for HUD-approved lenders.

**Eligible Activities:**

Insured mortgages may be used to finance construction or rehabilitation of detached, semi-detached, row, walk-up, or elevator type rental housing or to finance the purchase of properties which have been rehabilitated by a local public agency. Properties must consist of two or more units and must be located in an urban renewal area, in an urban development project, code enforcement program area, urban area receiving rehabilitation assistance as a result of natural disaster, or area where concentrated housing, physical development, or public service activities are being carried out in a coordinated manner.

The program has statutory mortgage limits, which may vary according to the size of the unit, the type of structure, and the location of the project. There are also loan-to-replacement cost and debt service limitations. The maximum amount of the mortgage loan may not exceed 90

percent of the estimated replacement cost for new construction. For substantial rehabilitation projects, the maximum mortgage amount is 90 percent of the estimated cost of repair and rehabilitation and the estimated value of the property before the repair and rehabilitation project. The maximum mortgage term is 40 years, or not in excess of three-fourths of the remaining economic life of the project, whichever is less. Contractors for new construction or substantial rehabilitation projects must comply with prevailing wage standards under the Davis-Bacon Act.

**Eligible Borrowers:**

Eligible mortgagors include private profit motivated entities, public bodies, and others who meet HUD requirements for mortgagors.

**Eligible Customers:**

All families are eligible to occupy a dwelling in a structure where the mortgage is insured under the program, subject to normal tenant selection.

**Application:**

Section 220 is eligible for Multifamily Accelerated Processing (MAP). For new construction and substantial rehabilitation loans, the sponsor works with the MAP-approved lender who submits required exhibits for the pre-application stage. HUD reviews the lender's exhibits and will either invite the lender to apply for a Firm Commitment for mortgage insurance, or decline to consider the application further. If HUD determines that the exhibits are acceptable, the lender then submits the Firm Commitment application, including a full underwriting package, to the local Multifamily Hub or Program Center for review. The application is reviewed to determine whether the proposed loan is an acceptable risk. Considerations include market need, zoning, architectural merits, capabilities of the borrower, availability of community resources, etc. If the project meets program requirements, the Multifamily Hub or Program Center issues a commitment to the lender for mortgage insurance.

Applications submitted by non-MAP lenders must be processed by HUD field office staff under Traditional Application Processing (TAP). The sponsor has a pre-application conference with the local HUD Multifamily Hub or Program Center to determine preliminary feasibility of

the project. The sponsor must then submit a site appraisal and market analysis application (SAMA) (for new construction projects), or feasibility application (for substantial rehabilitation projects). Following HUD's issuance of a SAMA or feasibility letter, the sponsor submits a Firm Commitment application through a HUD-approved lender for processing. If the proposed project meets program requirements, the local Multifamily Hub or Program Center issues a commitment to the lender for mortgage insurance.

**Technical Guidance:**

This program is authorized by Section 220(a) and (h), National Housing Act (12 U.S.C. 1715k. Regulations are in 24 CFR 200 et seq., 24 CFR 220.1 et seq. The basic program instructions are in HUD Handbook 4555.1. - Rental Housing in Urban Renewal Areas for Project available on HUDclips. Refer to the MAP web site for guidelines, instructions, lender approval requirements, and MAP coordinators. The program is administered by the Office of Multifamily Housing Programs, Office of Production, Program Administration Division.

**Program Accomplishment**

In fiscal year 2015, the Department insured mortgages for 1 project with 143 units, totaling \$27.4 million.

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **June 14, 2016 – Physical Development Committee**

AGENDA ITEM NO.:

CONSENT:           REGULAR: **X**

WORK SESSION:

CLOSED SESSION:  
(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Vacating Property in Lakeside Drive, Old Forest Road & Whitehall Road Area**

RECOMMENDATION: Approval of the property vacation.

SUMMARY: The property was originally acquired by the Virginia Department of Transportation (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 City Council adopted a concept for an at-grade improvement (one-way pair) 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 property or parcels within the City limits owned by VDOT transferred to the City in 2009.

In 2012 City Council vacated excess property in the vicinity of Lakeside Drive and Whitehall Road and sold it for the development of the Fresh Market Shopping Center. The proposed seventeen and eight hundred fifty-one thousandths (17.851) acre property vacation would vacate any public property interest in the areas as shown on "Plat Showing City of Lynchburg Property Vacation, City of Lynchburg Property Division, Area of Lakeside Drive, Old Forest Road & Whitehall Road." The property vacation would facilitate the creation of five (5) new parcels that would be marketed for sale in conjunction with or after the construction of the one-way pair. Adequate property has been reserved to allow the construction of the road improvement project.

For purposes of discussion, the terms "right-of-way" and "property" are being used interchangeably, since it has not been determined if VDOT ever dedicated the property as right-of-way.

PRIOR ACTION(S):

April 19, 2016:           The Technical Review Committee (TRC) reviewed the petition.

May 11, 2016:           The Planning Division recommended approval of the related zoning petition.

The Planning Commission recommended approval of the zoning petition (7-0).

FISCAL IMPACT:

Estimated \$7.14 Million, future sale of City owned property

CONTACT(S):

Tom Martin, City Planner - 455-3900

Kent White, Director of Community Development – 455-3900

ATTACHMENT(S):

- Ordinance
- Plat
- Map

REVIEWED BY:

UNCODIFIED ORDINANCE:

AN ORDINANCE TO VACATE 17.851 ACRES OF EXCESS PROPERTY BETWEEN LAKESIDE DRIVE AND ROUTE 501, BETWEEN WHITEHALL ROAD AND NORFOLK & SOUTHERN RAILWAY PROPERTY ADJACENT TO 3804 OLD FOREST ROAD & 2346 LAKESIDE DRIVE.

WHEREAS, the City owns 17.851 acres of unused excess property that is located in the area of Lakeside Drive, Old Forest Road and Whitehall Road in the City of Lynchburg, Virginia; and

WHEREAS, the Virginia Department of Transportation originally acquired the property in question for the construction of a grade separated interchange and the property consists of the remnants of various parcels of the property that were not used by the Virginia Department of Transportation and which the Virginia Department of Transportation subsequently conveyed to the City; and

WHEREAS, City is not currently using the 17.851 acres of excess property and has no plans to use such property in the future; the City's continued ownership of the 17.851 acres of excess property is no longer necessary or required for the best interests of the City; and the City finds that no public inconvenience will result from vacating the 17.851 acres of excess right-of-way;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lynchburg, on its own motion, and in accordance with the provisions of Section 15.2-2006 of the Code of Virginia, 1950 and Sections 35.71 through 35-77 of the City Code, 1981, as amended, that the following described property be and the same hereby is, discontinued and vacated, namely:

NEW PARCEL 'A'

CURRENTLY CONSIDERED CITY OF LYNCHBURG PUBLIC RIGHT OF WAY TO BE VACATED

BEGINNING AT 1/2 INCH REBAR SET, SAID POINT BEING AT THE INTERSECTION OF THE NEW SOUTHERN RIGHT OF WAY LINE OF LAKESIDE DRIVE AND THE NEW EASTERN RIGHT OF WAY LINE OF ROUTE 501, THENCE ALONG A NEW SOUTHERLY RIGHT OF WAY LINE FOR LAKESIDE DRIVE NORTH 75 DEGREES 40 MINUTES 32 SECONDS EAST 561.78 TO A 1/2 INCH REBAR SET AT THE INTERSECTION OF THE NEW WESTERLY RIGHT OF WAY OF NORTH BOUND ROUTE 501; THENCE ALONG SAID RIGHT OF WAY SOUTH 11 DEGREES 52 MINUTES 48 SECONDS WEST 814.23 FEET TO 1/2 INCH REBAR SET AT THE INTERSECTION OF THE NEW EASTERN SOUTH BOUND ROUTE 501; THENCE ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 22 MINUTES 35 SECONDS A RADIUS OF 1725.56 FEET A LENGTH OF 764.25 FEET A CHORD LENGTH OF 758.02 FEET AND A CHORD BEARING OF NORTH 29 DEGREES 47 MINUTES 53 SECONDS WEST TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 4.221 ACRES.

NEW PARCEL 'B'

BEGINNING AT A 1/2 INCH REBAR FOUND, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY OF OLD FOREST ROAD APPROXIMATELY 470 FEET FROM THE NORTHERLY RIGHT OF WAY OF WHITEHALL ROAD, THENCE WITH EASTERLY RIGHT OF WAY OF OLD FOREST ROAD THE FOLLOWING COURSES, NORTH 23 DEGREES 10 MINUTES 27 SECONDS EAST 250.20 FEET TO A CONCRETE VDHT MONUMENT FOUND, SOUTH 66 DEGREES 49 MINUTES 33 SECONDS EAST 10.00 FEET TO A CONCRETE VDHT MONUMENT FOUND, NORTH 23 DEGREES 10 MINUTES 27 SECONDS EAST 9.98 FEET TO A CONCRETE VDHT MONUMENT FOUND, NORTH 66 DEGREES 49 MINUTES 33 SECONDS WEST 10.00 FEET TO A CONCRETE VDHT MONUMENT FOUND, NORTH 23 DEGREES 10 MINUTES 27 SECONDS EAST 7.73 FEET TO A 1/2 INCH REBAR SET; THENCE LEAVING SAID RIGHT OF WAY LINE AND ALONG A NEW WESTERLY RIGHT OF WAY LINE OF NORTH BOUND ROUTE 501 THE FOLLOWING COURSES, A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 103 DEGREES 49 MINUTES 07 SECONDS, A RADIUS OF 20.00 FEET, A LENGTH OF 36.24 FEET, A CHORD LENGTH OF 31.48 FEET, A CHORD BEARING OF NORTH 75 DEGREES 05 MINUTES 00 SECONDS EAST TO A 1/2

INCH REBAR SET, SOUTH 53 DEGREES 00 MINUTES 27 SECONDS EAST 123.83 FEET TO A 1/2 INCH REBAR SET, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52 DEGREES 24 MINUTES 38 SECONDS, A RADIUS OF 679.50 FEET, A LENGTH OF 621.56 FEET, A CHORD LENGTH OF 600.12 FEET, A CHORD BEARING OF SOUTH 26 DEGREES 48 MINUTES 08 SECONDS EAST TO A 1/2 INCH REBAR SET, SOUTH 00 DEGREES 35 MINUTES 49 SECONDS EAST 339.55 TO A 1/2 INCH REBAR SET ON THE NORTHERLY RIGHT OF WAY OF WHITEHALL ROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES, NORTH 69 DEGREES 42 MINUTES 37 SECONDS WEST 232.93 FEET TO A 1/2 INCH REBAR SET, THENCE NORTH 71 DEGREES 32 MINUTES 28 SECONDS WEST 245.62 FEET TO A 1/2 INCH REBAR SET; THENCE LEAVING SAID RIGHT OF WAY NORTH 25 DEGREES 01 MINUTES 26 SECONDS EAST 227.93 FEET TO A 1/2 INCH REBAR FOUND; THENCE NORTH 25 DEGREES 04 MINUTES 41 SECONDS EAST 5.18 FEET TO 1/2 INCH REBAR FOUND; THENCE NORTH 33 DEGREES 57 MINUTES 56 SECONDS EAST 10.25 FEET TO A 1/2 INCH REBAR FOUND; THENCE NORTH 32 DEGREES 49 MINUTES 47 SECONDS EAST 160.35 FEET TO A 1/2 INCH REBAR SET; THENCE NORTH 09 DEGREES 54 MINUTES 52 SECONDS EAST 73.40 FEET TO A 1/2 INCH REBAR SET; THENCE NORTH 67 DEGREES 10 MINUTES 39 SECONDS WEST 283.53 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 6.162 ACRES.

#### NEW PARCEL 'C'

BEGINNING AT A CONCRETE VDHT MONUMENT FOUND ON THE WESTERLY RIGHT OF WAY OF OLD FOREST ROAD, SAID POINT BEING APPROXIMATELY 232 FEET SOUTH OF THE NORFOLK SOUTHERN RAILROAD TRACK; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES, SOUTH 24 DEGREES 43 MINUTES 27 SECONDS WEST 70.72 FEET TO A 1/2 INCH REBAR SET, SOUTH 23 DEGREES 10 MINUTES 27 SECONDS WEST 60.63 FEET TO A 1/2 INCH REBAR SET; THENCE LEAVING SAID RIGHT OF WAY AND ALONG A NEW EASTERLY RIGHT OF WAY LINE OF ROUTE 501 THE FOLLOWING COURSES, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 120 DEGREES 46 MINUTES 41 SECONDS, A RADIUS OF 25.00 FEET, A LENGTH OF 52.70 FEET, A CHORD LENGTH OF 43.47 FEET, A CHORD BEARING OF SOUTH 83 DEGREES 33 MINUTES 54 SECONDS WEST TO A 1/2 INCH REBAR SET, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26 DEGREES 44 MINUTES 11 SECONDS, A RADIUS OF 651.00 FEET, A LENGTH OF 303.78 FEET, A CHORD LENGTH OF 301.04 FEET, A CHORD BEARING OF NORTH 22 DEGREES 40 MINUTES 33 SECONDS WEST TO A 1/2 INCH REBAR SET, NORTH 60 DEGREES 16 MINUTES 06 SECONDS EAST 63.98 FEET TO A 1/2 INCH REBAR SET IN THE EXISTING RIGHT OF WAY LINE OF ROUTE 501; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES, SOUTH 26 DEGREES 22 MINUTES 00 SECONDS EAST 118.06 FEET TO A CONCRETE VDHT MONUMENT FOUND, THENCE SOUTH 53 DEGREES 00 MINUTES 27 SECONDS EAST 131.08 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 0.715 ACRES.

#### NEW PARCEL 'D'

BEGINNING AT A 1/2 INCH REBAR SET IN THE EASTERLY RIGHT OF WAY OF OLD FOREST ROAD, SAID POINT BEING APPROXIMATELY 217 FEET SOUTH OF THE NORFOLK SOUTHERN RAILROAD TRACK; THENCE LEAVING SAID RIGHT OF WAY SOUTH 73 DEGREES 21 MINUTES 09 SECONDS EAST 174.68 FEET TO 5/8 INCH REBAR FOUND, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY OF NORFOLK SOUTHERN RAILROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES, SOUTH 26 DEGREES 43 MINUTES 55 SECONDS EAST 80.30 FEET TO A 5/8 INCH REBAR FOUND; THENCE SOUTH 26 DEGREES 46 MINUTES 21 SECONDS EAST 73.42 FEET TO A 3/4 INCH PIPE FOUND, NORTH 71 DEGREES 39 MINUTES 08 SECONDS EAST 410.52 FEET TO A 3/4 INCH PIPE FOUND, PASSING A CONCRETE VDH CONCRETE MONUMENT FOUND AT 241.37 FEET 0.90 FEET LEFT, PASSING A 5/8 INCH PIPE FOUND AT 347.12 FEET 4.40 FEET RIGHT, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 27 MINUTES 19 SECONDS, A RADIUS OF 969.91 FEET, A LENGTH OF 143.13 FEET, A CHORD LENGTH OF 143.00 FEET AND A CHORD BEARING OF NORTH 89 DEGREES 33 MINUTES 48 SECONDS EAST TO A 1/2 INCH REBAR SET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 37 DEGREES 56 MINUTES 11 SECONDS WEST 470.89 FEET TO A CONCRETE VDH MONUMENT FOUND, PASSING A CONCRETE VDH MONUMENT FOUND AT 7.32

FEET, PASSING A 1/2 INCH REBAR FOUND AT 191.19 FEET; THENCE SOUTH 12 DEGREES 05 MINUTES 16 SECONDS EAST 115.47 FEET TO A 5/8 INCH PIPE FOUND; THENCE SOUTH 72 DEGREES 03 MINUTES 31 SECONDS WEST 103.25 FEET TO A 1/2 INCH REBAR FOUND; THENCE SOUTH 27 DEGREES 05 MINUTES 49 SECONDS WEST 2.42 FEET TO A CONCRETE VDH MONUMENT FOUND; THENCE SOUTH 09 DEGREES 00 MINUTES 19 SECONDS WEST 279.00 FEET TO A CONCRETE VDH MONUMENT FOUND; THENCE SOUTH 87 DEGREES 03 MINUTES 34 SECONDS WEST 4.80 FEET TO A 1/2 INCH REBAR SET ON THE NEW EASTERLY RIGHT OF WAY OF NORTH BOUND ROUTE 501; THENCE ALONG SAID NEW RIGHT OF WAY THE FOLLOWING COURSES, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50 DEGREES 20 MINUTES 46 SECONDS, A RADIUS OF 764.50FEET, A LENGTH OF 671.76FEET, A CHORD LENGTH OF 650.36FEET, A CHORD BEARING OF NORTH 27 DEGREES 50 MINUTES 04 SECONDS WEST TO A 1/2 INCH REBAR SET, NORTH 53 DEGREES 00 MINUTES 27 SECONDS WEST 58.84 FEET TO A 1/2 INCH REBAR SET, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 77 DEGREES 32 MINUTES 47 SECONDS, A RADIUS OF 133.50FEET, A LENGTH OF 180.69FEET, A CHORD LENGTH OF 167.21 FEET, A CHORD BEARING OF NORTH 14 DEGREES 14 MINUTES 03 SECONDS WEST TO A 1/2 INCH REBAR SET ON THE EASTERLY RIGHT OF WAY OF OLD FOREST ROAD; THENCE WITH SAID RIGHT OF WAY NORTH 23 DEGREES 10 MINUTES 27 SECONDS EAST 14.67 FEET TO A 1/2 INCH REBAR SET, NORTH 24 DEGREES 43 MINUTES 27 SECONDS EAST 71.54 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 5.525 ACRES.

NEW PARCEL 'E'

BEGINNING AT A 1-1/4 INCH ROD FOUND, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF WHITE HALL ROAD APPROXIMATELY 167.47 FEET NORTHWESTERLY OF SAID RIGHT OF WAY INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF LAKESIDE DRIVE; THENCE LEAVING NORTHERLY RIGHT OF WAY OF WHITEHALL ROAD THENCE NORTH 08 DEGREES 28 MINUTES 49 SECONDS EAST 191.34 FEET TO A 1/2 INCH REBAR SET; THENCE SOUTH 79 DEGREES 50 MINUTES 50 SECONDS EAST 98.15 FEET TO A 1/2 INCH REBAR SET; THENCE NORTH 79 DEGREES 21 MINUTES 37 SECONDS EAST 165.39 FEET TO A 1/2 INCH REBAR SET; THENCE SOUTH 10 DEGREES 38 MINUTES 23 SECONDS EAST 143.58 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 86 DEGREES 28 MINUTES 16 SECONDS, A RADIUS OF 35.00 FEET, A LENGTH OF 52.82 FEET, A CHORD LENGTH OF 47.95 FEET, A CHORD BEARING OF SOUTH 32 DEGREES 28 MINUTES 10 SECONDS WEST TO A 1/2 INCH REBAR SET, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF LAKESIDE DRIVE; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES, SOUTH 75 DEGREES 39 MINUTES 57 SECONDS WEST 124.86 FEET TO A 1/2 INCH REBAR SET, NORTH 86 DEGREES 34 MINUTES 43 SECONDS WEST 167.47 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 1.228 ACRES.

Provided, however, that any easements to locate, relocate, repair, replace, maintain and perpetually operate all utilities currently located therein or needed by the City in the future is hereby reserved unto the City of Lynchburg.

BE IT FURTHER ORDAINED that the Clerk of Council is hereby authorized and directed to deliver a duly certified copy of this ordinance to the Clerk of the Circuit Court for the City of Lynchburg so that said certified copy of this ordinance may be recorded as deeds are recorded and indexed in the name of the City of Lynchburg, and the City Manager is hereby authorized to sign any documents that may be needed to complete the vacation of the property.

Adopted:

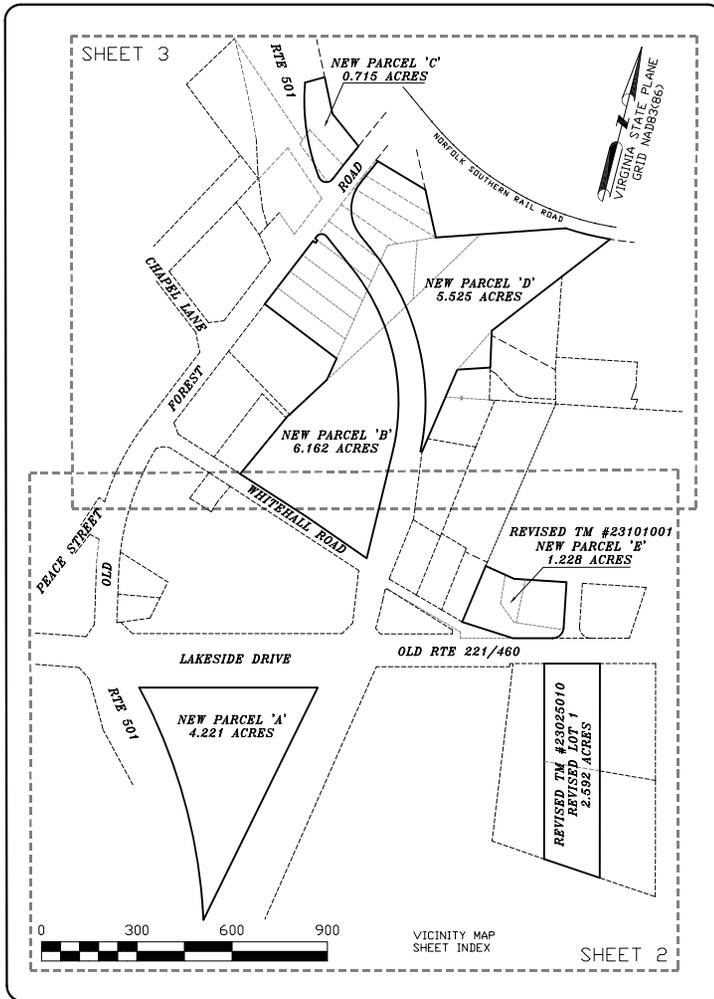
Certified: \_\_\_\_\_

Clerk of Council

**PRELIMINARY**  
**6/2/2016**  
**FOR CITY COUNCIL**  
**APPROVAL**

**PLAT SHOWING**  
**RIGHT-OF-WAY VACATION, RIGHT-OF-WAY DEDICATION AND DIVISION**  
**FOR PROPERTY OF CITY ON LYNCHBURG**  
**AREA OF LAKESIDE DRIVE, OLD FOREST ROAD & WHITEHALL ROAD**  
**CITY OF LYNCHBURG, VIRGINIA**

- 1) THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY AS OF DATE SHOWN HEREON AND THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN.
- 2) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
- 3) THE AREA SHOWN IS LOCATED IN FLOOD HAZARD ZONE 'X' AS INDICATED ON FLOOD INSURANCE RATE MAP BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY PANEL NUMBER 5100930101D, DATED JUNE 3, 2008. ZONE 'X' IS DEFINED ON SAID MAP AS 'AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN'.
- 4) SUBJECT PARCELS (EXCEPT FOR REVISED LOT 1 AND EXISTING PARCEL ⑥) WERE FIRST ACQUIRED BY COMMONWEALTH OF VIRGINIA AND LATER CONVEYED TO CITY OF LYNCHBURG BY DB 1095 PG 111 AND/OR INSTR. #090003373. SEE PARCEL INDEX ON SHEET 1 FOR ADDITIONAL INFORMATION.
- 5) THIS SURVEY WAS COMPLETED AT THE REQUEST OF ECONOMIC DEVELOPMENT AUTHORITY OF CITY OF LYNCHBURG.
- 6) SUBJECT PROPERTIES ARE OR CAN BE SERVED BY CITY OF LYNCHBURG PUBLIC WATER.
- 7) SUBJECT PROPERTIES, 'LOT 1', 'B', & 'D', ARE OR CAN BE SERVED BY CITY OF LYNCHBURG PUBLIC SANITARY SEWER.
- 8) SUBJECT PROPERTIES 'A', 'C' & 'E' ARE NOT CURRENTLY SERVED BY CITY OF LYNCHBURG PUBLIC SANITARY SEWER. ADDITIONAL PUBLIC SEWER IS REQUIRED FOR SAID PARCELS.
- 9) THE OWNERS DO NOT WISH TO PLACE RESTRICTIONS ON SUBDIVISION AT THIS TIME.
- 10) THERE ARE NO NEW UTILITIES PLANNED AT TIME OF SURVEY.
- 11) SEE BELOW FOR VDOT PLANS USED IN THIS SURVEY:  
 0291-118-101,PE-102,C-501,RW-201  
 0291-118-101,PE-102,C-502,RW-202  
 0291-118-103,PE-101,RW-202,C-502  
 0291-015-102,RW-201,C-501  
 0221-118-102,C-501,RW-201  
 0291-015-101,PE-101,C-501,RW-201
- 12) OLD LOT LINES AND R/W LINES (THIN DASHED LINES) ARE SHOWN IN EFFORT TO REFLECT OWNERSHIP FROM TIME COMMONWEALTH OF VIRGINIA ACQUIRED PROPERTIES TO CURRENT DATE. SOME LINES MAY ALREADY BE VACATED.
- 13) ALL INTERIOR LOT AND/OR R/W LINES SHOWN (THIN DASHED LINES) WITHIN SUBJECT PARCELS AND/OR CURRENT CITY OF LYNCHBURG R/W ARE HEREBY VACATED.
- 14) ALL SUBJECT PARCELS ARE CURRENTLY ZONED B-5 (GENERAL BUSINESS) WITH EXCEPTION OF PART OF TAX MAP #23101001 (NEW PARCEL 'C') BEING ZONED R-4 (MEDIUM HIGH-DENSITY MULTI-FAMILY RESIDENTIAL), AND EXISTING PARCEL #27 BEING ZONED B-3. SEE SHEETS 2 AND 3 FOR DETAILS.



SUBJECT PROPERTY INDEX		
①	TM #23101001 CITY OF LYNCHBURG INSTR. #090003373 DB 790 PG 326 HWPB 2 PG 323 #2328 LAKESIDE DR	TM #22606012 CITY OF LYNCHBURG DB 1095 PG 111 DB 469 PG 204 C.C. HWPB 11 PG 28 C.C. #123 WHITEHALL RD
②	TM #23101012 CITY OF LYNCHBURG INSTR. #090003373 DB 790 PG 326 HWPB 2 PG 323 #2346 LAKESIDE DR	TM #22606013 CITY OF LYNCHBURG DB 1095 PG 111 DB 469 PG 201 C.C. HWPB 11 PG 27 C.C. #125 WHITEHALL RD
③	TM #22606001 CITY OF LYNCHBURG INSTR. #090003373 DB 912 PG 488 HWPB 2 PG 361 #3819 OLD FOREST RD	TM #22605003 CITY OF LYNCHBURG DB 1095 PG 111 DB 463 PG 123 C.C. HWPB 10 PG 241-242 C.C. #113 WHITEHALL RD
④	TM #22606002 CITY OF LYNCHBURG INSTR. #090003373 DB 785 PG 56 HWPB 2 PG 332 #3817 OLD FOREST RD	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 93 C.C. HWPB 10 PG 199-202 C.C.
⑤	TM #22606003 CITY OF LYNCHBURG INSTR. #090003373 DB 943 PG 493 HWPB 2 PG 367 3815 OLD FOREST RD	TM #22608002 CITY OF LYNCHBURG INSTR. #090003373 DB 680 PG 703 HWPB 2 PG 216-217 #3804 OLD FOREST RD
⑥	TM #22606004 CITY OF LYNCHBURG INSTR. #100004029 DB 601 PG 828 (PLAT) #3813 OLD FOREST RD	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 463 PG 123 C.C. HWPB 10 PG 151 C.C.
⑦	TM #22606006 CITY OF LYNCHBURG INSTR. #090003373 DB 775 PG 772 HWPB 2 PG 317-318 #3809 OLD FOREST RD	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 471 PG 381 C.C. HWPB 11 PG 35-36 C.C.
⑧	TM #22606007 CITY OF LYNCHBURG INSTR. #090003373 DB 775 PG 772 HWPB 2 PG 317-318 #3807 OLD FOREST RD	NO CURRENT TM CITY OF LYNCHBURG INSTR. #09003768 DB 455 PG 632 C.C. HWPB 10 PG 161-162 C.C.
⑨	TM #22606008 CITY OF LYNCHBURG INSTR. #090003373 DB 946 PG 412 HWPB 2 PG 368 #3805 OLD FOREST RD	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 472 PG 203 C.C. HWPB 11 PG 92 C.C.
⑩	TM #22606010 CITY OF LYNCHBURG INSTR. #090003373 DB 778 PG 454 HWPB 2 PG 319 #3803 OLD FOREST RD	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 471 PG 378 C.C. HWPB 11 PG 33-34 C.C.
⑪	TM #22606011 CITY OF LYNCHBURG DB 1095 PG 111 DB 461 PG 72 C.C. HWPB 10 PG 231 C.C. 111 WHITEHALL RD	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 715 C.C. HWPB 10 PG 113-114 C.C.
⑫	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 457 PG 319 C.C. HWPB 10 PG 167-168 C.C.	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 663 C.C. HWPB 10 PG 112 C.C.
⑬	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 461 PG 273 C.C. HWPB 10 PG 126 C.C.	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 93 C.C. HWPB 10 PG 199-202 C.C.
⑭	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 93 C.C. HWPB 10 PG 199-202 C.C.	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 93 C.C. HWPB 10 PG 199-202 C.C.
⑮	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 93 C.C. HWPB 10 PG 199-202 C.C.	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 93 C.C. HWPB 10 PG 199-202 C.C.
⑯	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 93 C.C. HWPB 10 PG 199-202 C.C.	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 93 C.C. HWPB 10 PG 199-202 C.C.
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⑳	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 93 C.C. HWPB 10 PG 199-202 C.C.	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 93 C.C. HWPB 10 PG 199-202 C.C.
㉑	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 93 C.C. HWPB 10 PG 199-202 C.C.	NO CURRENT TM CITY OF LYNCHBURG DB 1095 PG 111 DB 460 PG 93 C.C. HWPB 10 PG 199-202 C.C.
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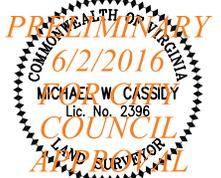
SUBDIVISION PLAT APPROVED:	
CITY ENGINEER, LYNCHBURG, VA _____	DATE _____
CITY PLANNER, LYNCHBURG, VA _____	DATE _____
CITY MANAGER, LYNCHBURG, VA _____	DATE _____

- LEGEND**
- OVERHEAD UTILITY
  - UTILITY POLE
  - /—/— EDGE OF PAVEMENT
  - 1/2" REBAR SET (UNLESS NOTED OTHER)
  - CORNER FOUND AS NOTED
  - R/W MONUMENT FOUND STAMPED AS NOTED

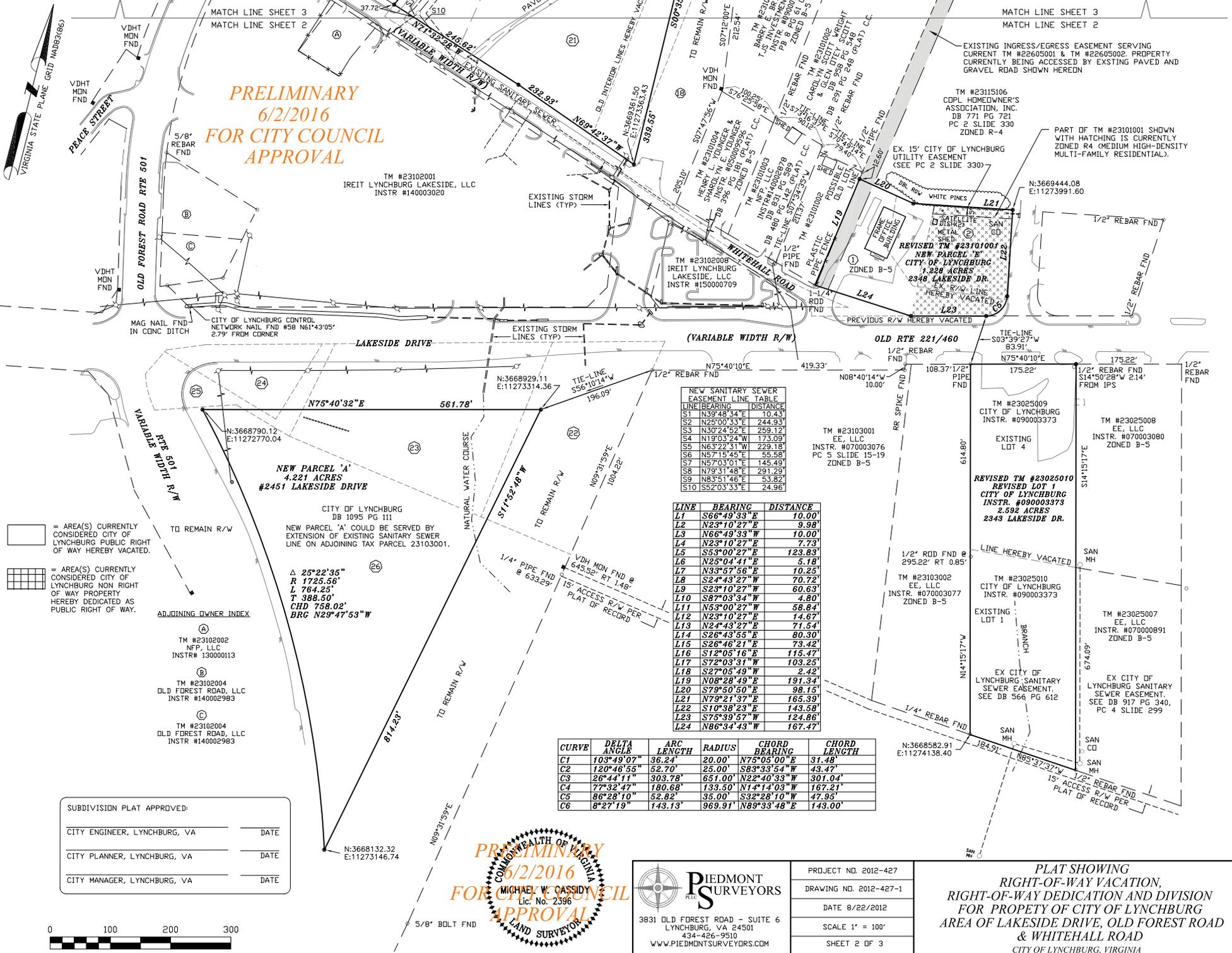
**PIEDMONT SURVEYORS**  
 3831 OLD FOREST ROAD - SUITE 6  
 LYNCHBURG, VA 24501  
 434-426-9510  
 WWW.PIEDMONTSURVEYORS.COM

PROJECT NO. 2012-427
DRAWING NO. 2012-427-2
DATE 2/15/2016
SCALE 1" = 100'
SHEET 1 OF 3

**PLAT SHOWING**  
**RIGHT-OF-WAY VACATION,**  
**RIGHT-OF-WAY DEDICATION AND DIVISION**  
**FOR PROPERTY OF CITY OF LYNCHBURG**  
**AREA OF LAKESIDE DRIVE, OLD FOREST ROAD**  
**& WHITEHALL ROAD**  
**CITY OF LYNCHBURG, VIRGINIA**



**PRELIMINARY  
6/2/2016  
FOR CITY COUNCIL  
APPROVAL**



- = AREA(S) CURRENTLY CONSIDERED CITY OF LYNCHBURG PUBLIC RIGHT OF WAY HEREBY VACATED.
- = AREA(S) CURRENTLY CONSIDERED CITY OF LYNCHBURG NON RIGHT OF WAY PROPERTY HEREBY DEDICATED AS PUBLIC RIGHT OF WAY.

**ADJOINING OWNER INDEX**

(A)	TM #23102002 NFP, LLC INSTR# 130000113
(B)	TM #23102004 OLD FOREST ROAD, LLC INSTR #140002993
(C)	TM #23102004 OLD FOREST ROAD, LLC INSTR #140002993

**NEW PARCEL 'A'  
4.221 ACRES  
#2451 LAKESIDE DRIVE**

CITY OF LYNCHBURG  
DB 1095 PG 111

NEW PARCEL 'A' COULD BE SERVED BY EXTENSION OF EXISTING SANITARY SEWER LINE ON ADJOINING TAX PARCEL 23103001.

$\Delta$  25°22'35"  
R 1725.56'  
L 764.25'  
T 388.50'  
CHD 768.02'  
BRC N29°47'53"W

**NEW SANITARY SEWER EASEMENT LINE TABLE**

LINE	BEARING	DISTANCE
S1	N39°48'34"E	10.43'
S2	N25°00'33"E	244.93'
S3	N30°24'52"E	259.12'
S4	N19°03'24"W	173.09'
S5	N63°22'31"W	229.18'
S6	N57°15'45"E	55.58'
S7	N57°03'01"E	145.49'
S8	N79°31'48"E	291.29'
S9	N83°51'46"E	53.82'
S10	S52°03'33"E	24.96'

LINE	BEARING	DISTANCE
L1	S66°49'33"E	10.00'
L2	N23°10'27"E	9.98'
L3	N66°49'33"W	10.00'
L4	N23°10'27"E	7.73'
L5	S53°00'27"E	123.83'
L6	N25°04'41"E	5.18'
L7	N33°57'56"E	10.25'
L8	S2°43'27"W	70.72'
L9	S23°10'27"W	60.63'
L10	S87°03'34"W	4.80'
L11	N53°00'27"W	58.84'
L12	N23°10'27"E	14.67'
L13	N2°43'27"E	71.54'
L14	S26°43'55"E	80.30'
L15	S26°46'21"E	73.42'
L16	S12°05'16"E	115.47'
L17	S72°03'31"W	103.25'
L18	S27°05'49"W	2.42'
L19	N08°28'49"E	191.34'
L20	S79°50'50"E	98.15'
L21	N79°21'37"E	165.39'
L22	S10°58'29"E	143.58'
L23	S75°39'57"W	124.86'
L24	N86°34'43"W	167.47'

CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	103°49'07"	36.24'	20.00'	N75°05'00"E	31.48'
C2	120°46'55"	52.70'	25.00'	S83°33'54"W	43.47'
C3	26°44'11"W	303.78'	651.00'	N22°40'38"W	301.04'
C4	77°32'47"	180.68'	133.50'	N14°14'03"W	167.21'
C5	86°28'10"	52.82'	35.00'	S32°28'10"W	47.95'
C6	8°27'19"	143.13'	969.91'	N89°33'48"E	143.00'

**SUBDIVISION PLAT APPROVED:**

CITY ENGINEER, LYNCHBURG, VA	DATE
CITY PLANNER, LYNCHBURG, VA	DATE
CITY MANAGER, LYNCHBURG, VA	DATE

**PRELIMINARY  
6/2/2016  
FOR CITY COUNCIL  
APPROVAL**

MICHAEL V. CASSIDA  
Lic. No. 2396  
LAND SURVEYOR

**PIEDMONT SURVEYORS**

3831 OLD FOREST ROAD - SUITE 6  
LYNCHBURG, VA 24501  
434-426-9510  
WWW.PIEDMONTSURVEYORS.COM

PROJECT NO. 2012-427
DRAWING NO. 2012-427-1
DATE 8/22/2012
SCALE 1" = 100'
SHEET 2 OF 3

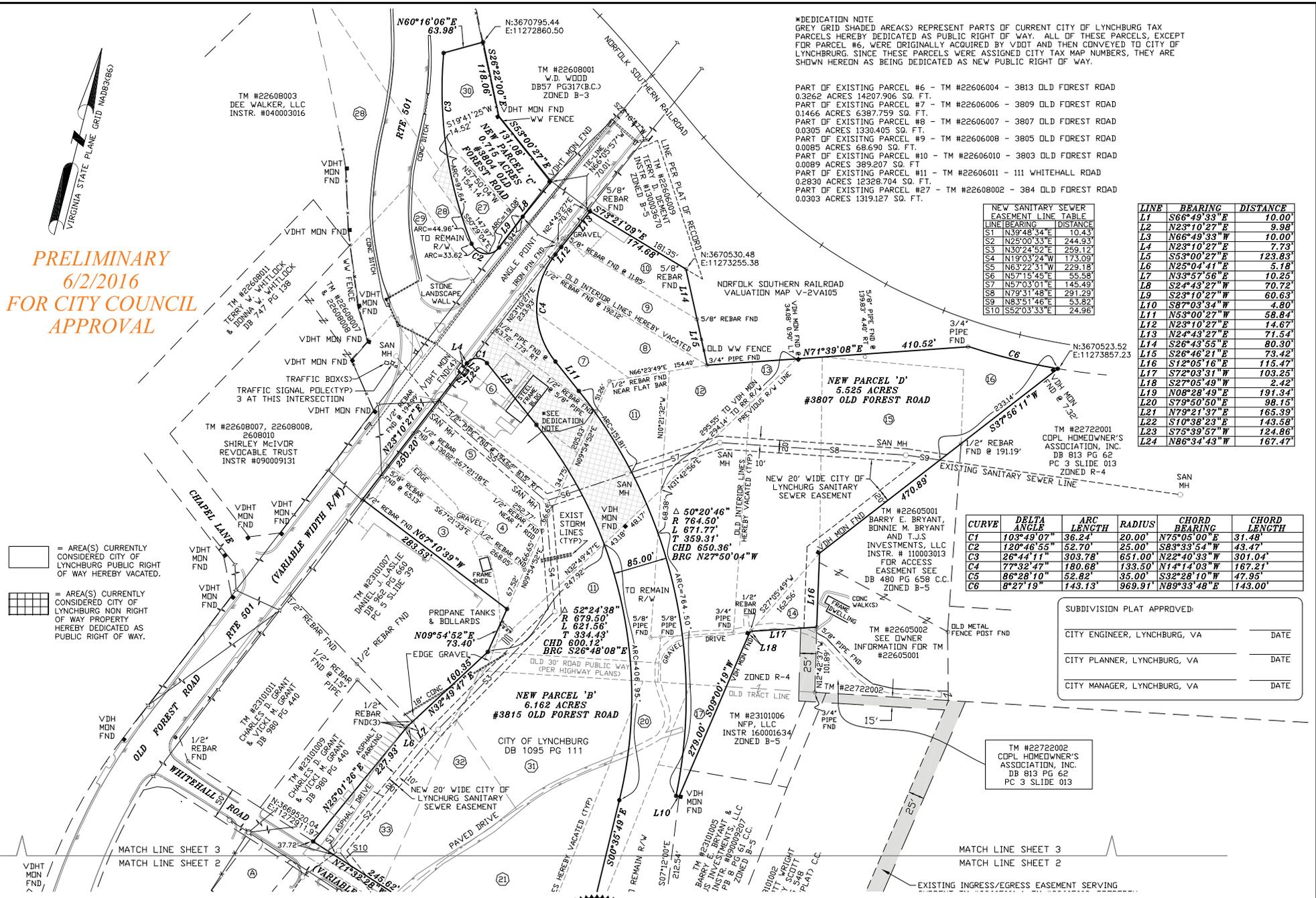
**PLAT SHOWING  
RIGHT-OF-WAY VACATION,  
RIGHT-OF-WAY DEDICATION AND DIVISION  
FOR PROPERTY OF CITY OF LYNCHBURG  
AREA OF LAKESIDE DRIVE, OLD FOREST ROAD  
& WHITEHALL ROAD  
CITY OF LYNCHBURG, VIRGINIA**





**PRELIMINARY**  
6/2/2016  
FOR CITY COUNCIL  
APPROVAL

- = AREA(S) CURRENTLY CONSIDERED CITY OF LYNCHBURG PUBLIC RIGHT OF WAY HEREBY VACATED.
- = AREA(S) CURRENTLY CONSIDERED CITY OF LYNCHBURG NON RIGHT OF WAY PROPERTY HEREBY DEDICATED AS PUBLIC RIGHT OF WAY.



\*DEDICATION NOTE  
GREY GRID SHADED AREAS REPRESENT PARTS OF CURRENT CITY OF LYNCHBURG TAX PARCELS HEREBY DEDICATED AS PUBLIC RIGHT OF WAY. ALL OF THESE PARCELS, EXCEPT FOR PARCEL #6, WERE ORIGINALLY ACQUIRED BY VDOT AND THEN CONVEYED TO CITY OF LYNCHBURG. SINCE THESE PARCELS WERE ASSIGNED CITY TAX MAP NUMBERS, THEY ARE SHOWN HEREIN AS BEING DEDICATED AS NEW PUBLIC RIGHT OF WAY.

PART OF EXISTING PARCEL #6 - TM #22606004 - 3813 OLD FOREST ROAD 0.3262 ACRES 14207.906 SQ. FT.  
 PART OF EXISTING PARCEL #7 - TM #22606006 - 3809 OLD FOREST ROAD 0.1466 ACRES 6387.759 SQ. FT.  
 PART OF EXISTING PARCEL #8 - TM #22606007 - 3807 OLD FOREST ROAD 0.0305 ACRES 1330.405 SQ. FT.  
 PART OF EXISTING PARCEL #9 - TM #22606008 - 3805 OLD FOREST ROAD 0.0085 ACRES 68.690 SQ. FT.  
 PART OF EXISTING PARCEL #10 - TM #22606010 - 3803 OLD FOREST ROAD 0.0089 ACRES 389.207 SQ. FT.  
 PART OF EXISTING PARCEL #11 - TM #22606011 - 111 WHITEHALL ROAD 0.2830 ACRES 12328.704 SQ. FT.  
 PART OF EXISTING PARCEL #27 - TM #22608002 - 384 OLD FOREST ROAD 0.0303 ACRES 1319.127 SQ. FT.

LINE	BEARING	DISTANCE
L1	S66°49'33"E	10.00'
L2	N23°10'27"W	9.98'
L3	N66°49'33"W	10.00'
L4	N23°10'27"W	7.73'
L5	S53°00'27"E	123.83'
L6	N25°04'41"E	5.18'
L7	N33°57'56"E	10.25'
L8	S24°43'27"W	70.72'
L9	S23°03'34"W	60.63'
L10	S87°03'34"W	4.60'
L11	N53°00'27"W	58.64'
L12	N23°10'27"W	14.67'
L13	N24°43'27"E	71.54'
L14	S26°43'55"E	80.30'
L15	S26°46'21"E	73.42'
L16	S12°05'16"E	115.47'
L17	S72°03'31"W	103.25'
L18	S27°05'49"W	2.42'
L19	N08°28'49"E	191.34'
L20	S79°50'50"E	98.15'
L21	N79°27'37"E	165.39'
L22	S10°38'23"E	143.58'
L23	S75°39'57"W	124.86'
L24	N86°34'43"W	167.47'

CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	103°49'07"	36.24'	20.00'	N75°05'00"E	31.48'
C2	120°46'55"	52.70'	25.00'	S83°33'54"W	43.47'
C3	26°44'11"	303.78'	651.00'	N22°40'33"W	301.04'
C4	77°32'47"	180.68'	133.50'	N14°14'03"W	167.21'
C5	86°28'10"	52.82'	35.00'	S32°28'10"W	47.95'
C6	8°27'19"	143.13'	969.91'	N89°33'48"E	143.00'

SUBDIVISION PLAT APPROVED:		
CITY ENGINEER, LYNCHBURG, VA	_____	DATE
CITY PLANNER, LYNCHBURG, VA	_____	DATE
CITY MANAGER, LYNCHBURG, VA	_____	DATE

TM #22722002  
CDPL HOMEOWNER'S ASSOCIATION, INC.  
DB 813 PG 62  
PC 3 SLIDE 013

**PRELIMINARY**  
6/2/2016  
FOR CITY COUNCIL  
APPROVAL

COMMONWEALTH OF VIRGINIA  
MICHAEL W. CASSIDY  
Lic. No. 2398  
LAND SURVEYOR

**PIEDMONT SURVEYORS**  
3831 OLD FOREST ROAD - SUITE 6  
LYNCHBURG, VA 24501  
434-426-9510  
WWW.PIEDMONTSURVEYORS.COM

PROJECT NO. 2012-427
DRAWING NO. 2012-427-1
DATE 8/22/2012
SCALE 1" = 100'
SHEET 3 OF 3

**PLAT SHOWING**  
RIGHT-OF-WAY VACATION,  
RIGHT-OF-WAY DEDICATION AND DIVISION  
FOR PROPERTY OF CITY OF LYNCHBURG  
AREA OF LAKESIDE DRIVE, OLD FOREST ROAD  
& WHITEHALL ROAD  
CITY OF LYNCHBURG, VIRGINIA





### Whitehall-Lakeside Area Existing Conditions

-  Parcels
-  Proposed Parcels

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **June 14, 2016 – Physical Development Committee**

AGENDA ITEM NO.:

CONSENT:           REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Vacate a portion of Lucado Place and unnamed right-of-way**

RECOMMENDATION: After a public hearing, adopt an uncodified ordinance vacating the right of way.

SUMMARY: The Lynchburg Regional Business Alliance, as contract purchaser on behalf of the current owner, First Properties, Inc., is petitioning to vacate a portion of right-of-way at the end of Lucado Place. The area includes approximately one-hundred and ninety-six (196) feet of the street and a small parking lot that serves 301 5<sup>th</sup> Street (formerly known as the James River Conference Center). The petitioner is requesting the right-of-way vacation to bring the parking area and drive under private ownership, since it only serves the conference center. The total area of the proposed vacation is approximately twenty-seven hundredths (0.27) of an acre.

PRIOR ACTION(S):

May 17, 2016:

The Technical Review Committee [TRC] reviewed the petition. The TRC comments have been incorporated into the proposed ordinance.

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):

- Ordinance
- Application
- Right-of-way vacation plat
- Map

REVIEWED BY:

UNCODIFIED ORDINANCE:

AN ORDINANCE VACATING A PORTION OF LUCADO PLACE AND UNNAMED RIGHT-OF-WAY.

WHEREAS, the Lynchburg Regional Business Alliance, as contract purchaser on behalf of the current owner, First Properties, Inc., is petitioning to vacate right-of-way located at the end of Lucado Place; and

WHEREAS, City Council finds that no public inconvenience will result from vacating the alley;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lynchburg, on its own motion, and in accordance with the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Sections 35-71 through 35-77 of the City Code, 1981, as amended, the following described alley be, and the same hereby is, discontinued and vacated, namely:

Beginning at an iron found in the southern right-of-way of Lucado Place, thence along the proposed eastern end of Lucado Place North 35 degrees 04 minutes 24 seconds West 30.00 feet to a mag nail found in the northern right-of-way of Lucado Place; thence leaving said right-of-way North 55 degrees 22 minutes 21 seconds East 195.75 feet to a point; thence South 35 degrees 26 minutes 15 seconds East 101.21 feet to an iron set; thence south 08 degrees 14 minutes 23 seconds East 109.40 feet to an iron set; thence North 35 degrees 04 minutes 39 seconds West 169.21 feet to a point; thence South 55 degrees 22 minutes 21 seconds West 147.00 feet to the point of beginning contain an area of 0.270 acres.

Said vacation is contingent upon the following: (1) that an easement to locate, relocate, repair, replace, maintain and perpetually operate all utilities currently located therein or needed by the City in the future is hereby reserved unto the City of Lynchburg, (2) the construction of any building or structure or the use of the vacated property in any manner that could interfere with the City's right to locate, relocate, repair, replace, maintain and perpetually operate utilities is prohibited without the prior written approval of the City Manager's Office, City Utilities Division and the City Engineering Division and (3) an easement for ingress/egress shall be provided to 301 Lucado Place.

BE IT FURTHER ORDAINED that the City of Lynchburg relinquishes any interest it may have in the vacated right-of-way to the Lynchburg Regional Business Alliance, that the Clerk of Council is hereby authorized and directed to deliver a duly certified copy of this ordinance to the Clerk of the Circuit Court for the City of Lynchburg so that said certified copy of this ordinance may be recorded as deeds are recorded and indexed in the name of the City of Lynchburg.

Adopted:

Certified:

\_\_\_\_\_  
Clerk of Council

APPLICATION FOR THE VACATION OF

A portion of Lucado Place and unnamed right-of-way

LOCATED

At the end of Lucado Place, including approximately 196 feet of the street and a small parking area that serves 301 5th Street

The undersigned applicant, Lynchburg Regional Business Alliance, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Section 35-71 through Section 35-77 of the City Code 1981, as amended, respectfully makes application to the Lynchburg City Council for the vacation of that certain portion of Lucado Place and unnamed right-of-way described as follows:

Beginning at an iron found in the southern right-of-way of Lucado Place, thence along the proposed eastern end of Lucado Place North 35 degrees 04 minutes 24 seconds West 30.00 feet to a mag nail found in the northern right-of-way of Lucado Place; thence leaving said right-of-way North 55 degrees 22 minutes 21 seconds East 195.75 feet to a point; thence South 35 degrees 26 minutes 15 seconds East 101.21 feet to an iron set; thence south 08 degrees 14 minutes 23 seconds East 109.40 feet to an iron set; thence North 35 degrees 04 minutes 39 seconds West 169.21 feet to a point; thence South 55 degrees 22 minutes 21 seconds West 147.00 feet to the point of beginning contain an area of 0.270 acres.

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, VA on June 14, 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 portion of Lucado Place and unnamed right-of-way.

Given under my hand this 26 day of May, 2016.

Central VA Foundation for  
Economic Education & Improvement  
Applicant

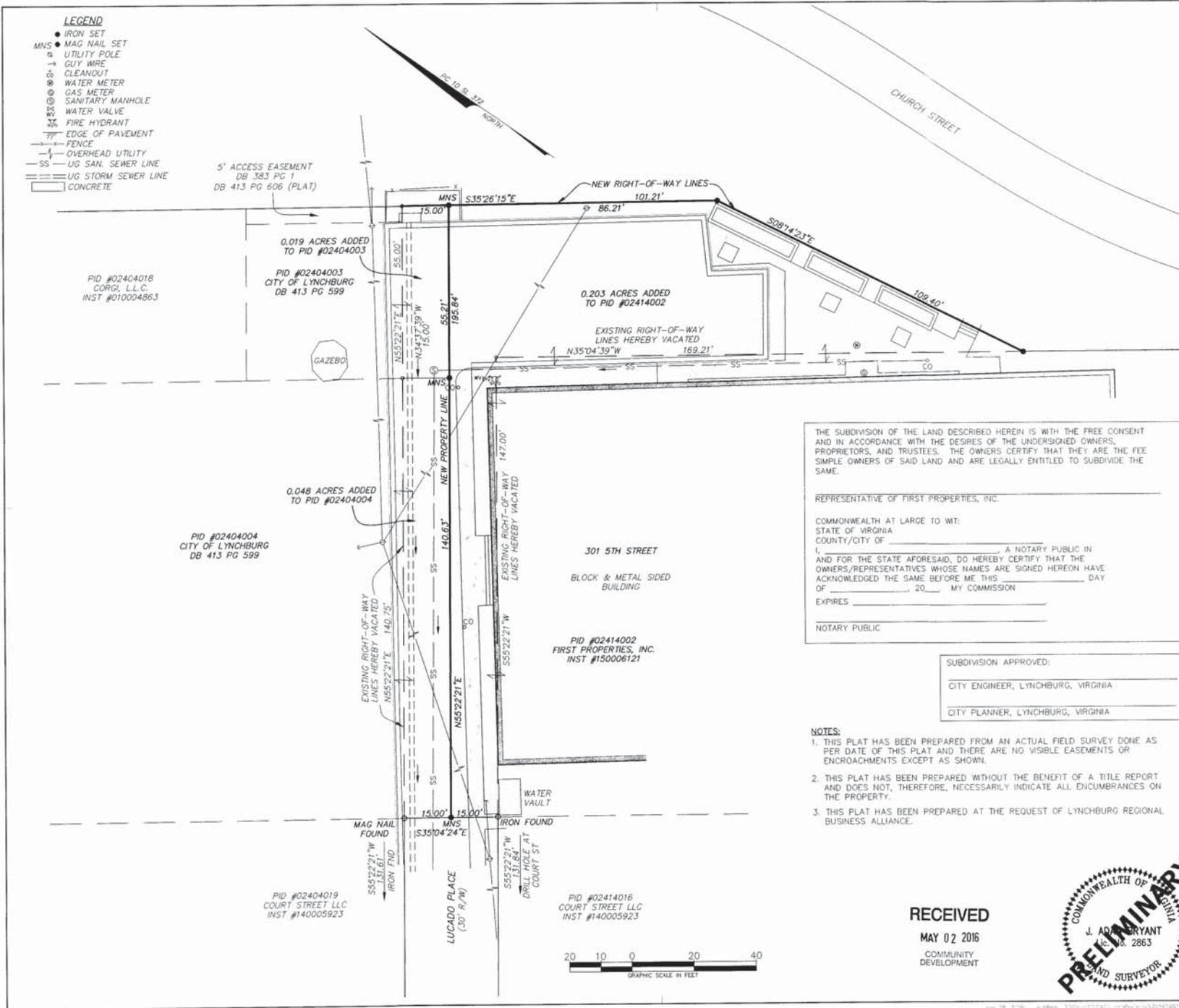
2015 Memorial Ave, 24503  
Address

434-845-5966  
Phone Number

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

M. Lucas, CEO  
Megan A. Lucas

- LEGEND**
- IRON SET
  - MAG NAIL SET
  - UTILITY POLE
  - GUY WIRE
  - CLEANOUT
  - WATER METER
  - GAS METER
  - SANITARY MANHOLE
  - WATER VALVE
  - FIRE HYDRANT
  - EDGE OF PAVEMENT
  - FENCE
  - OVERHEAD UTILITY
  - SS — UG SAN. SEWER LINE
  - UG STORM SEWER LINE
  - CONCRETE



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 FIRST PROPERTIES, INC. \_\_\_\_\_

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

- 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 WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT, THEREFORE, NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
  3. THIS PLAT HAS BEEN PREPARED AT THE REQUEST OF LYNCHBURG REGIONAL BUSINESS ALLIANCE.

RECEIVED  
 MAY 02 2016  
 COMMUNITY DEVELOPMENT



ENGINEERING & SURVEYING & PLANNING  
**PROFFITT INCORPORATED**  
 1700  
 LYNCHBURG, VA 24502  
 800.242.4994 TOLL FREE  
 434.847.7796 MAIN  
 434.847.7047 FAX

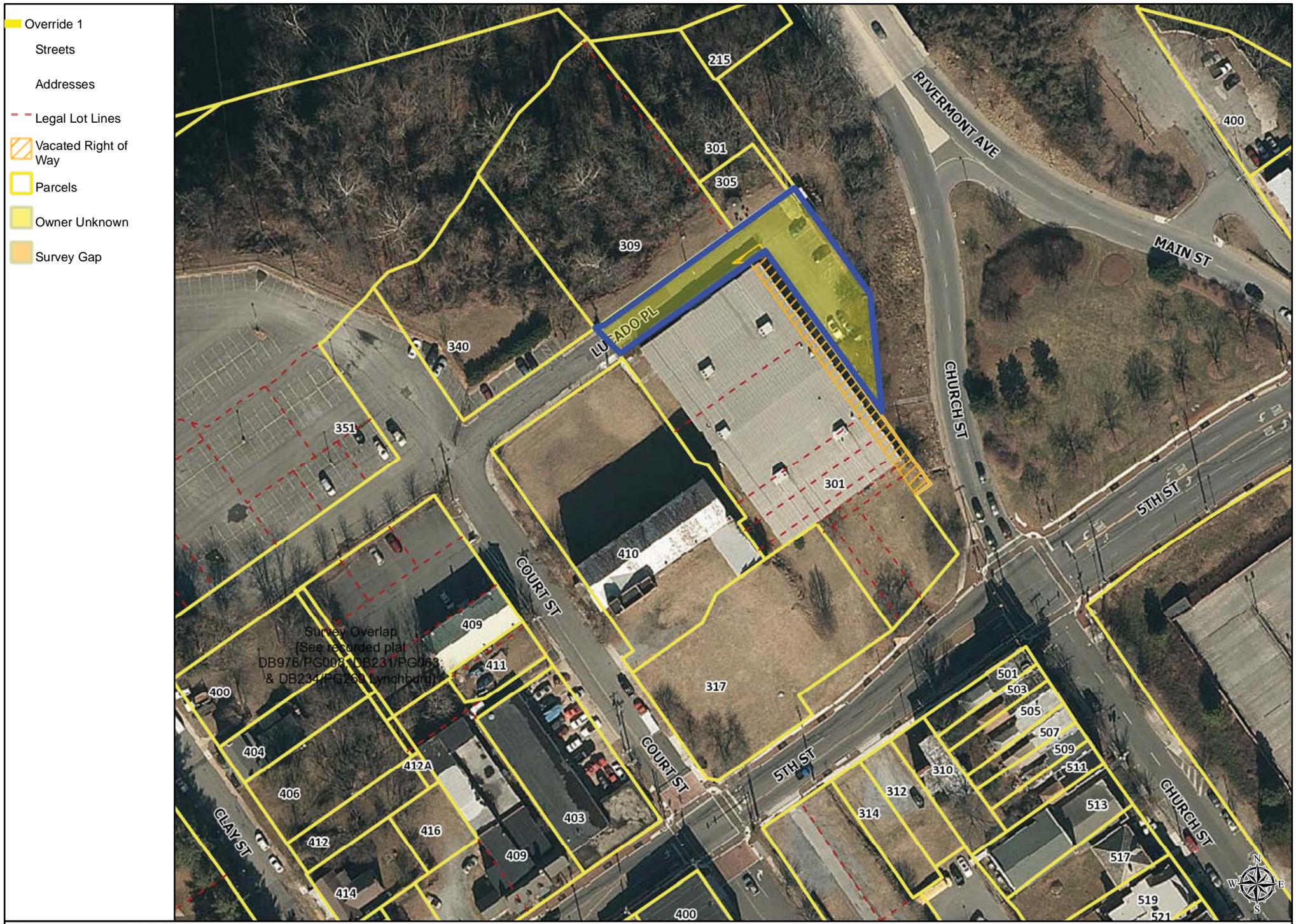
**HURT**

**PLAT SHOWING  
 RIGHT-OF-WAY VACATION  
 LUCADO PLACE & CHURCH STREET  
 CITY OF LYNCHBURG, VIRGINIA**

PROJECT NO. 20160491  
 G.I. NO. \_\_\_\_\_  
 FILE NO. SL-14564  
 DATE: 4/25/16  
 DRAWN BY: JAB  
 CHECKED BY: JAB

**HURT PROFFITT**

SHEET NO.  
**1 OF 1**



### Proposed Right-of-Way Vacation



DISCLAIMER: THIS MAP IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS SUCH. THE INFORMATION DISPLAYED IS A COMPILATION OF RECORDS, INFORMATION, AND DATA OBTAINED FROM VARIOUS SOURCES. THE CITY OF LYNCHBURG IS NOT RESPONSIBLE FOR ITS ACCURACY OR HOW CURRENT IT MAY BE.



PRINTED ON  
May 25, 2016

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **June 14, 2016 PDC**

AGENDA ITEM NO.:

CONSENT:                   REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

ACTION:

INFORMATION: **X**

(Confidential)

ITEM TITLE: **Main Street Bridge Update**

RECOMMENDATION: None, informational only.

SUMMARY: Main Street Bridge has been in the City's Capital Improvement Plan since 2012. The bridge has had multiple vehicle strikes over the years with the latest happening in 2015. Originally the project started as a maintenance project to fix the beam that had been damaged. After further review and evaluations, it was determined that the bridge should be raised 1.5' to get better clearance underneath. While discussing the Kemper Street Bridge with VDOT, the City realized that the current Main Street Bridge did not meet ASHTO standards and if the structure was going to be raised, other improvements were going to be required to meet the new standards.

This project is a VDOT Revenue Sharing Project in which 50% of the construction cost will be reimbursed by VDOT. Schwartz and Associates was the winning design firm through a RFP process and discussions recently have been about process, schedule and cost. These discussions have led staff to consider closing the structure and detouring traffic around similar to Kemper Street Bridge (1 stage construction) rather than maintaining one lane of traffic at all times (2 stage construction).

Proceeding with 1 stage construction instead of 2 stage construction has the following advantages: 1) Overall timeframe for construction is reduced from 20 months to 12 months and 2) The cost of the project is reduced by approximately \$1.4 million and stays within the budget.

The schedule for Main Street Bridge is for construction to begin in November 2017, which will be after the downtown waterline/streetscape phase 1 project is complete.

Detour options for both pedestrian and traffic are being studied and will be communicated to the public as the project gets closer.

PRIOR ACTION(S):

PDC - April 8, 2014; November 10, 2015

City Council – November 27, 2012; November 12, 2013; April 8, 2014; November 10, 2015; January 26, 2016

FISCAL IMPACT:

Complete Project 9,800,000

CONTACT(S):

Lee Newland, City Engineer, 455-3947

Gaynelle Hart, Director of Public Works, 455-4406

ATTACHMENT(S):

None

REVIEWED BY: