

**LYNCHBURG CITY COUNCIL
PHYSICAL DEVELOPMENT COMMITTEE
Tuesday, May 14, 2013
10:00 a.m.**

Information Items

Recent/Pending Contract Awards

<u>Project/Phase</u>	<u>Contractor/Consultant</u>	<u>Budgeted Amount</u>	<u>Contract Amount</u>
Miller Center Renovation	Iron Bridge Construction	\$5,450,000	\$4,725,916
Stormwater Mapping Updates	Worldview for GIS	N/A	\$299,700

Update on priority projects – see attached.

General Business

1. Vacate Unopened Right-of-Way Lying Between
3540 Young Place and 4000 Mayflower Drive Tom Martin
2. Right-of-way Vacation – Unnamed alley between
Huron Avenue and Irvington Street Kevin Henry
3. Lease of City-owned Property Located at
3813 Old Forest Road Steve Lawson
4. Discussion of Capital Improvement Program Projects Lee Newland

5. Roll Call

Pc: Kimball Payne, City Manager
Bonnie Svrcek, Deputy City Manager
Council Members
Dave Owen, Director of Public Works
News & Advance
File

Next Meeting: June 11, 2013

Lynchburg Capital Projects (General Fund)

May 14, 2013

Projects of Interest	Status		Notes
Rivermont Ave. Bridge	Construction	July 2012	Revised schedule has finials being installed first week in May.
Wards Road Pedestrian X-ing 2B	Construction	May 2013	Trail phase 2B Acquiring Easements (2 of 4 remaining)
Midtown Connector	Construction	March 2015	Under Construction
Greenview Drive Phase 2	R/W	August 2014	Project schedule is dependent on available funds from VDOT. R/W Authorization granted by FHWA. Considering Revenue Sharing Funds
Kemper Street Bridge / Interchange	Design	March 2013	Finalizing a design exception request to VDOT - Planned to bid in Nov.
Lower Bluffwalk Phase 1 (lower bluffwalk, 12th St. & Jefferson St. south)	Construction	December 2012	Scheduled for completion in early spring.
Lower Bluffwalk Phase 2	Construction	October 2014	Underway
Memorial - Park - Lakeside Intersection	R/W	April 2013	Working on acquiring R/W . Progress with owner being made.
Multiple Bridge Maintenance Work	Construction	September 2013	Underway
Expressway Drainage	Construction	February 2013	Closeout
Holiday Inn Parking Deck Repairs	Construction	June 2013	Contract executed. Plans to remove and reinstall beam early June.
Fifth Street Phase 2 Utilities w/ streetscapes	Construction	August 2013	Working within final two blocks

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **May 14, 2013 (PDC)**

AGENDA ITEM NO.:

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: Vacate unopened right-of-way lying between 3540 Young Place and 4000 Mayflower Drive

RECOMMENDATION: Vacate unopened right-of-way and quitclaim any City interest to Liberty University

SUMMARY: Mr. Paul J. Feinman, Petty, Livingston, Dawson & Richards is representing Liberty University in requesting the City quitclaim any interest it has in a strip of land lying between 3540 Young Place and 4000 Mayflower Drive to the University. The strip of land is approximately three hundred thirty-five (335) feet in length and forty-six (46) feet in width. The property was conveyed to the City by deed on August 1, 1968 by Mr. and Mrs. Frank A. Young, Jr. The deed contained a reversionary clause that if the land was not used as a public street within fifteen (15) years its ownership would revert back to the Youngs. A small portion of the property was used in the construction of Young Place and the remainder is currently mapped as unopened right-of-way. The Youngs or their successors in interest have never taken any action to have ownership of the land revert back. Both 3540 Young Place and 4000 Mayflower Drive are currently owned by Liberty University. The only other property that could be accessed by the unopened right-of-way is located at 3550 Young Place. 3550 Young Place is currently owned by the City, used by the Department of Information Technology and has adequate access from Young Place.

PRIOR ACTION(S): N/A

FISCAL IMPACT: N/A

CONTACT(S): Tom Martin, City Planner - 455-3900
Walter Erwin, City Attorney – 455-3973

ATTACHMENT(S):

- April 12, 2013 letter from Paul Feinman
- Deed and Plat
- Area Map

REVIEWED BY

PETTY,
LIVINGSTON,
DAWSON
&
RICHARDS

Individual & Corporate Counsel

PAUL J. FEINMAN
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FAX 434-847-8195

www.pldrlaw.com

Mailing Address:
P.O. Box 1080
Lynchburg, VA 24505

Street Address:
725 Church Street
Suite 1200
Lynchburg, VA 24504

April 12, 2013

Kimball Payne, III
City Manager
900 Church Street
Lynchburg, VA 24504



Re: Property Between Intersection of Mayflower Drive and Young Place

Dear Kim:

I am writing on behalf of Liberty University, Inc., to request that the City of Lynchburg quitclaim its interest in an unused strip of land located at the intersection of Mayflower Drive and Young Place, to the University. The strip of land is approximately 46 feet in width, and appears to have a length of from 330 to 335 feet, and is located between 4000 Mayflower Drive and 3540 Young Place. I have enclosed the plat used to convey the strip to the City, and also an aerial view with an overlay of the strip of land where it now lies in relation to Young Place and Mayflower Drive. (Please note that this overlay was not done by a surveyor.)

Mr. and Mrs. Frank A. Young, Jr. conveyed the full ownership of this strip of land to the City by deed dated August 1, 1968, recorded in Deed Book 430, at page 249. That deed contained a reversionary clause, stating that the strip was to be used for the City's public streets, but that if it was not so used within 15 years, its ownership would revert to the Youngs. I have also included a copy of that deed.

Mayflower Drive already existed at the time of the Young deed. It appears that VDOT subsequently put in Young Place, within the 15 year period, and then at some point after that, transferred Young Place to the City. The overlay demonstrates that part of the strip of land was used at the eventual location of the intersection of Young Place and Mayflower Drive. The rest of the strip of land has not been used at all.

Our legal analysis is that the City still owns this strip of land, by virtue of part of the strip having been used for Young Place. Even if it did not receive Young Place from the Commonwealth until after the end of the 15 year period (which is possible), or even if the attempted map overlay done on Parcel 2 were shown to be incorrect by an actual field survey, the Youngs and their successors in interest have not taken any steps to take back

this parcel. Thus, the statute of limitations period regarding their right to enforce their reversionary interest has already run, and they no longer have an interest either (we are asking them for a quitclaim deed too, just to remove any possible cloud on the title).

Liberty University owns the properties on both sides of this strip of land, and has already been in discussion with the folks in the GIS section of the Assessor's Office about its desire to acquire this strip and thereby remove this peninsula between its two surrounding parcels by adding it to one or the other. I have discussed this with Walter Erwin's Office as well, and he is familiar with it.

Please let me know if you have any questions about this, or simply need some more information or documentation, and whether there are other steps I need to take to move this forward in addition to this request.

Thank you very much for your consideration. With kindest regards, I am

Sincerely yours,

A handwritten signature in blue ink that reads "Paul".

Paul J. Feinman

cc: Walter C. Erwin
David M. Corry

1584

THIS DEED, made this 1st day of August, 1968, by and between FRANK A. YOUNG JR. and ETELLE C. YOUNG, husband and wife, respectively, parties of the first part; CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia, party of the second part; S. THOMAS MARTIN and WILLIAM S. ADAMS, TRUSTEES, as hereinafter shown, parties of the third part; and FIDELITY NATIONAL BANK, of Lynchburg, Virginia, party of the fourth part:

W I T N E S S E T H :

That for and in consideration of the sum of FIVE DOLLARS (\$5.00) cash and other valuable considerations in hand paid and delivered by the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged, and the agreement by and on behalf of the party of the second part, evidenced by its acceptance of the delivery of this deed, that upon the application of the parties of the first part their successors or assigns, the party of the second part agrees to provide at the City's expense a tap to the existing sanitary sewer line as shown on the attached plat and further agrees to extend said tap line across the property hereby conveyed to the new property line hereby created of the parties of the first part; and the further agreement by the party of the second part that, at its sole expense, it will extend, or cause to be extended, a water line in Mayflower Drive shown on said plat to the point where the same will be available for use as an appurtenance to the said adjoining property of the parties of the first part or their successors, the said parties of the first part do hereby grant and convey, with General Warranty of Title, unto the party of the second part, the following described real estate, to-wit:

That certain strip or parcel of land approximately 30 feet wide, situate, lying and being in the City of Lynchburg, Virginia, adjoining and on the southeasterly side of Mayflower Drive in the City of Lynchburg, Virginia and which said strip or parcel of land is outlined in red on a plat prepared by the Department of Public Works of the City of Lynchburg, Virginia, entitled "Mayflower Drive Land To Be Acquired By The City Of Lynchburg From Frank A. Young Jr. and Etelle C. Young--Part Of Carrollton Farm", dated May 25, 1968, designated File A-1706, a copy of which plat is attached hereto and made a part hereof. Said property being more particularly described according to said plat as follows:

Beginning at an iron on the southerly side of Mayflower Drive, which point is corner to the property of the parties of the first part and the property of Lynchburg Area Development Corporation; thence along said dividing line S. 27° 16' W. 328.96 feet to a point; thence S. 14° 39' W. 147.30 feet to a point corner of the property owned by the parties of the first part and property owned by the Lynchburg Area Development Corporation and property owned by the Rental Uniform Service of Roanoke, Inc. ; thence along the dividing line between the property of the parties of the first part and the property of Rental Uniform Service of Roanoke, Inc. N. 59° 30' W. 26 feet to a point; thence along a new line N. 12° 32' E. 143.54 feet to a point; thence N. 27° 16' E. 189.92 feet to a point; thence along a curved line in a westerly direction with a radius of 25 feet for a distance of 65.23 feet to P. C. on the southerly line of Mayflower Drive, thence along the southerly line of Mayflower Drive on a curved line in an easterly direction with a radius of 1939.86 feet for a distance of 151.50 feet to an iron at the point of beginning; and being part of the same property conveyed to the parties of the first part, by deed from Lynchburg Industrial Enterprises Inc., dated December 7, 1967, recorded in the Lynchburg Clerk's Office in Deed Book 423, at page 491.

TO HAVE AND TO HOLD the above described property unto the party of the second part, its successors and assigns forever, as and for a part of the public streets of the City of Lynchburg, provided, however, that if no such use of said property shall be made within fifteen years from the date of this deed, then said property shall at the expiration of fifteen years from the date of this deed, immediately revert to the parties of the first part or their successors in interest, in fee simple estate.

WHEREAS, by deed of trust dated December 27, 1967, of record in the Clerk's Office of the Corporation Court of the City of Lynchburg, Virginia, in Deed Book 423, page 495, the parties of the first part conveyed to S. Thomas Martin and William S. Adams, Trustees, certain property including the property hereinbefore described and conveyed, in trust to secure the payment of a certain debt more fully described therein; and

WHEREAS, Fidelity National Bank, Lynchburg, Virginia, is the holder of the debt secured by the deed of trust aforesaid; and

WHEREAS, the holder, party of the fourth part hereto, regards the conveyance of the parcel of land here in before described and conveyed as not reducing the security for the debt secured by the deed of trust aforesaid and is willing to release the lien of said deed of trust as to the parcel of land hereinbefore described and conveyed, and has directed the parties of the third part, Trustees, to release the said deed of trust as to the same, as evidenced by the execution of this deed by the said party of the fourth part hereto;

NOW, THEREFORE, THIS DEED FURTHER WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, by the party of the second part to the party of the fourth part, the receipt whereof is hereby acknowledged, the parties of the third part, Trustees, at the direction of the party of the fourth part, do hereby release, with Special Warranty of Title, unto the party of the second part, the parcel of land hereinbefore described and conveyed, free from the lien of said deed of trust, but it is expressly understood and agreed that as to the residue of the property conveyed by the aforesaid deed of trust, the lien thereof shall remain in full force and effect.

WITNESS the following signatures and seals, as of the day and year first above written.

Frank A. Young Jr. (SEAL)

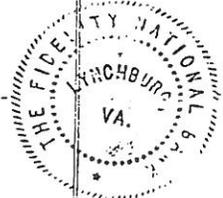
Estelle C. Young (SEAL)

J. C. [unclear]
Trustee

William S. [unclear]
Trustee

FIDELITY NATIONAL BANK, Lynchburg,
Virginia

By D. D. [unclear]
Its Vice-President



Attest:

[Signature]
Its Asst. Cashier

STATE OF VIRGINIA,

CITY OF LYNCHBURG, to-wit:

I, Mary Willie Carson, a Notary Public in and for the City of Lynchburg, in the State of Virginia, do hereby certify that FRANK A. YOUNG JR. and ETELLE C. YOUNG, husband and wife, respectively, whose names are signed to the foregoing writing, bearing date the 1st day of August, 1968, have acknowledged the same before me in my City and State aforesaid.

My commission expires the 3rd day of May, 1970.

Given under my hand this 5th day of August, 1968.

Mary Willie Carson
Notary Public

STATE OF VIRGINIA,

CITY OF LYNCHBURG, to-wit:

I, Mary Willie Carson, a Notary Public in and for the City of Lynchburg, in the State of Virginia, do hereby certify that S. THOMAS MARTIN and WILLIAM S. ADAMS, whose names as Trustees are signed to the foregoing writing, bearing date the 1st day of August, 1968, have acknowledged the same before me in my City and State aforesaid.

My commission expires the 3rd day of May, 1970.

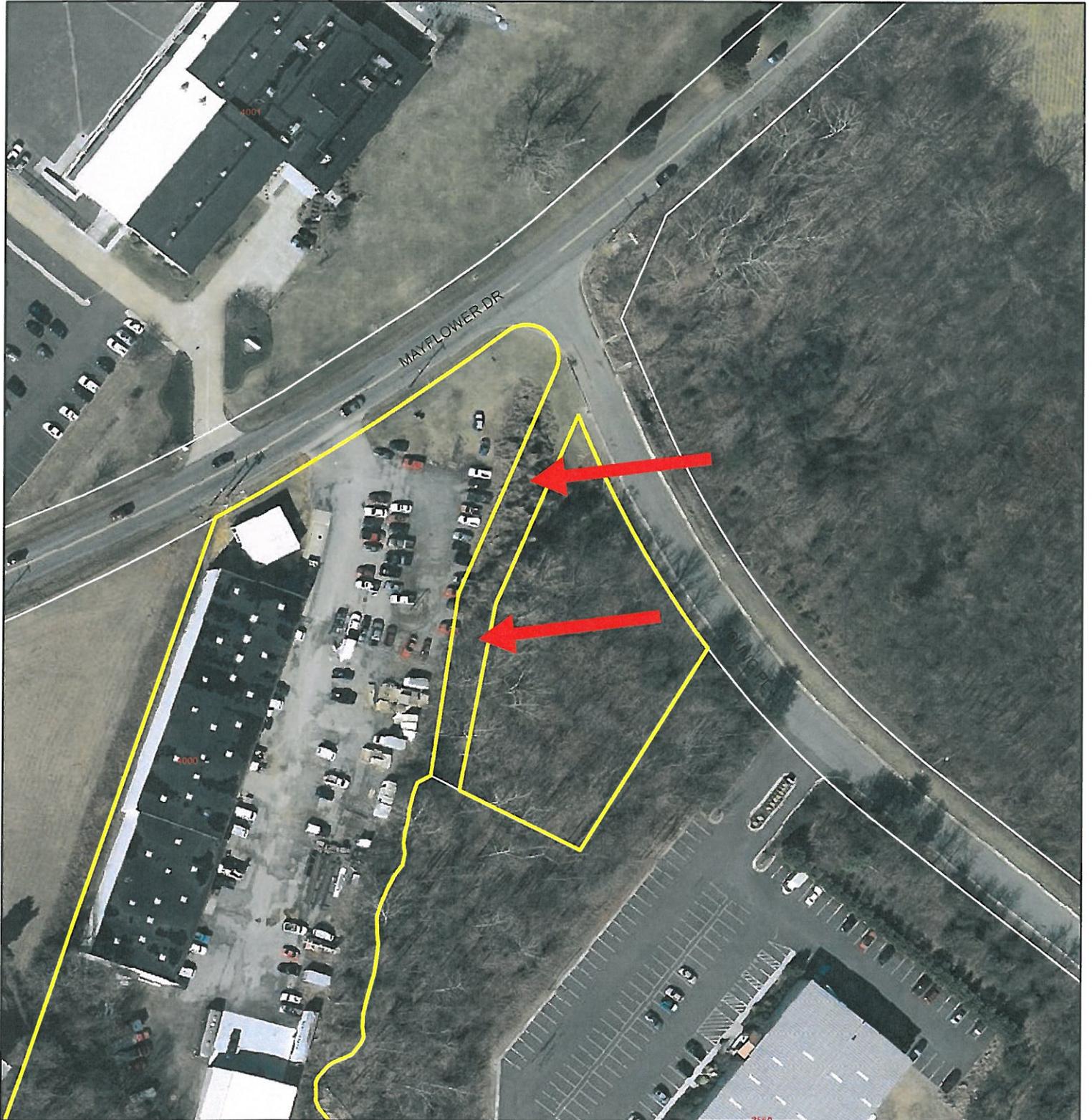
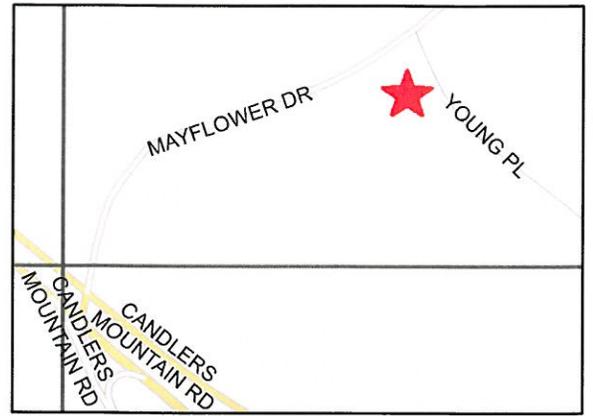
Given under my hand this 6th day of August, 1968.

Mary Willie Carson
Notary Public

4000 Mayflower Dr. & 3540 Young Pl.

Right-of-Way Vacation

-  Property
-  Property adjoining right of way



LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **May 14, 2013 PDC**

AGENDA ITEM NO.:

CONSENT:

REGULAR:

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION:

INFORMATION:

ITEM TITLE: **Right of Way Vacation – Unnamed alley between Huron Avenue and Irvington Street**

RECOMMENDATION: Forward to full Council for public hearing.

SUMMARY: Mr. & Mrs. Michael McLeroy, are petitioning to vacate an unnamed alley between Huron Avenue and Irvington Street, more particularly situated between the properties of 2018, 2024 Rivermont Avenue, 115 Huron Avenue, and 121 Irvington Street. The portion of the right of way they desire to vacate is two hundred sixty six (266) feet in length and fifteen (15) feet wide.

Each of the aforementioned parcels will extend their current boundary with the right of way to the center-line of the alley. The applicant has requested this vacation to limit pedestrian through traffic.

The four (4) parcels that adjoin the alley are the only properties served by the alley, therefore there is no impact by the proposed vacation since all properties currently front existing City-maintained streets.

PRIOR ACTION(S):

April 30, 2013: The Technical Review Committee [TRC] reviewed the petition. The TRC comments have been incorporated into the proposed ordinance.

FISCAL IMPACT: None

CONTACT(S):

Kevin Henry, Planner II – 455-3900
Tom Martin, City Planner - 455-3900
Kent White, Director of Community Development – 455-3900

ATTACHMENT(S):

- Ordinance
- Vicinity Maps
- Application
- Photos

REVIEWED BY: lkp

AN ORDINANCE VACATING AN UNNAMED ALLEY BETWEEN 2018, 2024 RIVERMONT AVENUE, 115 HURON AVENUE, AND 121 IRVINGTON STREET.

WHEREAS, Mr. & Mrs. Michael McLeroy are petitioning to vacate an unnamed alley located between the properties of 2018, 2024 Rivermont Avenue, 115 Huron Avenue, and 121 Irvington Street, which extends two hundred sixty six (266) feet; and

WHEREAS, City Council finds that no public inconvenience will result from vacating a portion of the unnamed 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 Section 35-71 through Section 36-77 of the City Code, 1981, as amended, the following described right of way be, and the same hereby is, discontinued and vacated, namely:

The unnamed alley located between 2018, 2024 Rivermont Avenue, 115 Huron Avenue, and 121 Irvington Street, which extends two hundred sixty six (266) feet.

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, and 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.

BE IT FURTHER ORDAINED that the Clerk of the 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:

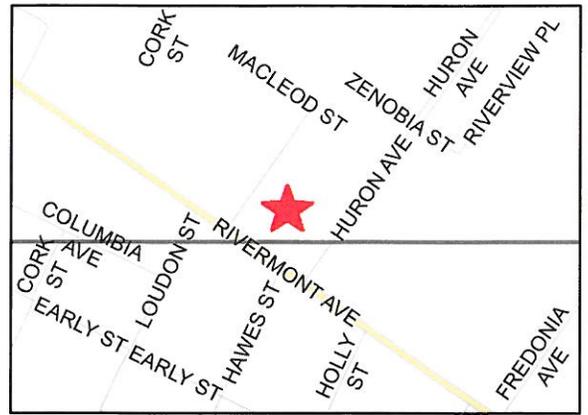
Certified:

Clerk of Council

2018 & 2024 Rivermont Avenue 121 Irvington Street 115 Huron Avenue

Right-of-Way Vacation

-  Property
-  Property adjoining right of way

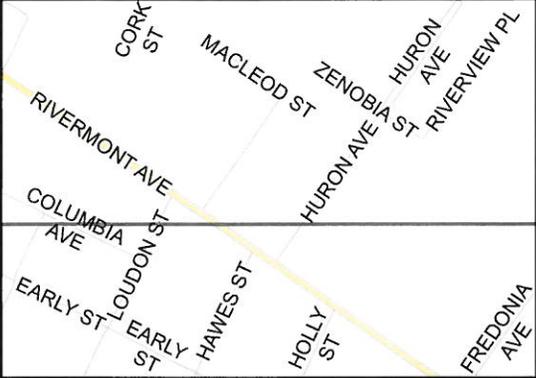


**2018 & 2024 Rivermont Avenue
121 Irvington Street
115 Huron Avenue**

Right-of-Way Vacation



Area to be vacated



APPLICATION FOR THE VACATION OF A

Alley
(Street/Alley)

LOCATED BETWEEN

Huron Ave. and Irvington Ave.

The undersigned applicant, Michael and Jennifer McLeroy, 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 Alley described as follows:

Alley extends from Huron Ave. (Lat: 37°26'06.47"N Lon: 79°09'34.95"W) to Irvington Ave. (Lat: 37°26'07.92"N Lon: 79°09'37.40"W) in Lynchburg, VA. Alley is approx. 15 x 266 feet.

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 Chambers, City Hall, 900 Church Street, Lynchburg, Virginia, on May 7th, 2013, at 7:30 p.m., or as soon

thereafter as the matter may be heard, and at the conclusion of which hearing to consider whether or not to vacate the above described Alley.

Given under my hand this 7th day of April, 2013.

Michael and Jennifer McLeroy
Michael and Jennifer McLeroy
Applicant

2018 Rivermont Ave., Lynchburg, VA 24503
Address

434-382-1818
Telephone Number

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

Patricia & Norcea Parker are willing to allow the portion of the alley on the McLeroy property to revert to the McLeroys.

Patricia Parker Norcea Parker
115 Hudson Ave, Lynchburg VA 24503

April 7, 2013

ESM Elizabeth Martin 4/7/13
121 Irvington St. Lynchburg, VA 24503

I waive my portion of the back alley which is used as Beth Martin's driveway to 2024 Rivermont Ave. — Maureen Giehl 4/18/13









LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **May 14, 2013 (PDC)**

AGENDA ITEM NO.:

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

CLOSED SESSION:
(Confidential)

ACTION: **X** INFORMATION:

ITEM TITLE: **Lease of City-owned property located at 3813 Old Forest Road**

RECOMMENDATION: Forward to full Council to hold a public hearing for consideration of leasing City-owned property located at 3813 Old Forest Road.

SUMMARY: Ramp Church International has requested to lease the City of Lynchburg's property at 3813 Old Forest Road on a year-to-year lease beginning June 1, 2013. The building will be used for a day care center.

PRIOR ACTION(S): None

FISCAL IMPACT: Lease revenue \$21,000 for the first year of the lease.

CONTACT(S): Steve Lawson, Real Estate Manager – 455-3945
Lee Newland, City Engineer – 455-3947
David Owen, Director of Public Works – 455-4469

ATTACHMENT(S): None

REVIEWED BY: