



CITY COUNCIL WORK SESSION

Tuesday, May 13, 2025 | 4:00 PM
2nd Floor Training Room- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

- I. Welcome** *Larry Taylor, Mayor*
- II. Work Session Agenda Overview** *Wynter C. Benda, City Manager*
- III. Work Session Agenda Items** *Wynter C. Benda, City Manager*
 - III.1.** Horizon Behavioral Health Annual Report
 - III.2.** Rosedale Encroachment Franchise Bid Review, Call, and Acceptance
 - III.3.** Hillcats Franchise Bid Review, Call, and Acceptance
 - III.4.** FY 2026 Budget Work Session
- IV. Business Item Briefing(s)**
 - IV.5.** Cedar Ridge Townhomes Rezoning - 665, 667, 669 Leesville Road
 - IV.6.** Lynchburg City Council Rules of Procedure Amendments
- V. Roll Call**
- VI. Closed Session**
 - VI.7.** Consideration of a closed meeting to discuss the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, pursuant to Sections 2.2-3711(A)(6) of the Code of Virginia, 1950, as amended; the subject of the closed meeting being specific to negotiations regarding the Campbell County Utilities and Service Authority (CCUSA) Water Purchase Contract.
 - VI.8.** Consideration of a closed meeting to discuss the performance of City Council's three (3) full-time appointees, how such performance has been affected by the behavior of a Councilmember, and how to resolve the same, pursuant to Section 2.2-3711(A)(1) of the Code of Virginia, 1950, as amended.

AGENDA ITEM SUMMARY**MEETING DATE**

May 13, 2025

PRESENTED BYMelissa Lucy - Chief Executive Officer -
Horizon Behavioral Health**AGENDA ITEM # III.1**

Horizon Behavioral Health Annual Report

RECOMMENDATION

Presentation of Horizon Behavioral Health's Annual Report

SUMMARY

Horizon Behavioral Health's mission is to support and promote the health, independence and self-worth of individuals and families in Central Virginia by providing a continuum of community-based treatment, prevention, early intervention, and aftercare services for persons affected by mental health, intellectual disabilities, substance use and co-occurring disorders.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

Horizon Behavioral Health is one of the City's External Service Providers, an organization that provides mandated services to the community.

CONTACT(S)

Melissa Lucy - Chief Executive Officer - Horizon Behavioral Health

ATTACHMENT(S)

1. Horizon Presentation 05.13.2025

REVIEWED BY

Alicia Finney, Clerk of Council

Date: May 07, 2025

55
YEARS OF SERVICE



HORIZON

BEHAVIORAL HEALTH

For Health, Independence, and Self-Worth



Melissa Lucy, Chief Executive Officer, Horizon Behavioral Health



www.horizonbh.org

LYNCHBURG
THE **LIVING**
BEST
of
LYNCHBURG
2024

Business
BEST
PLACES
to
WORK
2024



OUR VISION

To provide behavioral healthcare services that are accessible, consumer centered, cost effective, and outcome-based.

OUR MISSION

To support and promote the health, independence and self-worth of individuals and families in Central Virginia by providing a continuum of community-based treatment, prevention, early intervention, and aftercare services for persons affected by mental health, intellectual disabilities, substance use and co-occurring disorders.



PORTFOLIO OF SERVICES

Case Management | Emergency
Housing | Outpatient | Prevention
Primary Care | Psychiatric | School
Based

HORIZON'S BOARD OF DIRECTORS

Consists of 9 members representing 5 localities in Central Virginia:
Amherst, Appomattox, Bedford, Campbell, and Lynchburg.



EVIDENCE BASED PROGRAMS

- Acceptance and Commitment Therapy
- Adolescent Community Reinforcement Approach/ Assertive Continuing Care
- Anger Management: Keeping Your Cool
- Autism Diagnostic Observation Schedule
- Bridges Out of Poverty
- Cognitive Behavioral Therapy (CBT)
- Counter Tools Merchant Education
- Early Impact Virginia
- Eye Movement Desensitization and Reprocessing (EMDR)
- Hidden in Plain Sight
- InDepth Tobacco Cessation

- Illness Management & Recovery (IMR)
- Lions Quest: Positive Life Skills
- Matrix Model
- Motivational Enhancement Therapy
- Multi Systemic Therapy (MST)
- Nurturing Parenting
- Parents As Teachers Program
- Promoting Alternative Thinking Strategies
- Seeking Safety
- Too Good For Drugs
- Trauma Focused Cognitive Behavioral Therapy



IMPACT ON HOSPITAL READMISSION



HORIZON PROGRAMS WITH **DIRECT IMPACT**

Co-Responder and Mobile Response Teams

Crisis Stabilization

Emergency Services

On-Site Pharmacies

Program of Assertive Community Treatment (ACT)

Regional Partnerships

HORIZON PROGRAMS WITH **INDIRECT IMPACT**

Same-Day Assessments

Case Management

On-Site Primary Care

Provision

**PILLAR 1: OFFER SAME-DAY CARE FOR
BEHAVIORAL HEALTH CRISES**

**PILLAR 2: RELIEVE LAW ENFORCEMENT BURDENS
& REDUCE CRIMINALIZATION OF MENTAL HEALTH**

PILLAR 3: EXPAND CAPACITY TO SERVE PEOPLE

**PILLAR 4: TARGET SUPPORT FOR SUBSTANCE USE DISORDERS &
OVERDOSE**

PILLAR 5: STRENGTHEN BEHAVIORAL HEALTH WORKFORCE

PILLAR 6: IDENTIFY INNOVATIONS TO CLOSE CAPACITY GAPS

PROVIDING
***The Right Help
Right Now***



"Amazing service and kind understanding therapists. I've been using horizon for close to two years now and have received tremendous care. **I ALWAYS feel encouraged, safe, and cared for when I'm there. I have come a long way. I owe Horizon and [my therapist] my deepest gratitude** for helping unravel my anxiety, depression, and emotional struggles."

HORIZON CLIENT



▶ FY 2024 OUTCOMES

▶ CLIENTS SERVED

12,671 Total Clients Served

3,303 Children Served

9,368 Adults Served

▶ SERVICE TYPES

43,413 Telehealth appointments

70,279 In-person appointments

▶ COMMUNITY ENGAGEMENT

12,211 Engaged with Prevention

8,949 Enrolled in Treatment

265 Residents tested for HIV

209 Residents tested for HEP-C



FY 2024 OUTCOMES

ADMISSIONS



3,175

Same day assessments provided to new clients.

CASE MANAGEMENT



6,062

Individuals enrolled in case management services.

OUTPATIENT



2,902

Individuals enrolled in outpatient services.

HOUSING



32

Individuals supported 24 / 7/ 365 with intensive residential services.

FY 2024 OUTCOMES

EMERGENCY

▶ **100%** Of children in a psychiatric emergency seen within 2 hours.

CRISIS INTERVENTION

▶ **97%** Of cases with no reportable injuries to officer after CIT involvement

PRIMARY CARE

▶ **3,948** Individuals provided primary care services following admission.

PSYCHIATRIC

▶ **5,003** Individuals served by our psychiatric care team.

FY 2024 OUTCOMES



Intensive Treatment Programs



WOMEN'S RECOVERY RESIDENCE

A comprehensive, intensive addiction treatment program with an 8-bed capacity.



MULTISYSTEMIC THERAPY

An intensive family-based services model focused on equipping caregivers with tools to address youth behaviors.



ASSERTIVE COMMUNITY TREATMENT

An intensive mental health treatment program providing long-term support to individuals with severe and persistent mental illness.

64

women enrolled in Horizon's Women's Recovery program.

92%

of clients showed improvement at time of discharge in presenting problem.

41

youth enrolled in program.

100%

of youth in school and/or working.

95%

of youth living at home with no new arrests.

64

individuals enrolled in treatment.

294

home visits conducted by our Horizon team.

100%

of all clients discharged successfully.

FY 2024 OUTCOMES



Intensive Treatment Programs



PROJECT LINK

Intensive addiction treatment program for pregnant/postpartum women and their families.

97 women enrolled in project link program.
Six babies born, substance free.
100% of clients showed improvement at time of discharge in presenting problem.



PERMANENT SUPPORTIVE HOUSING

A program for individuals with a Severe Mental Illness (SMI) to ensure ongoing treatment paired with affordable, safe and stable housing.

52 vouchers offered to eligible individuals.
27 individuals with severe mental illness connected to permanent supportive housing.



OFFICE BASED ADDICTION TREATMENT

An intensive addiction treatment model offering opioid assistive treatment with suboxone.

118 individuals enrolled in treatment.
100% showed improvement in presenting problem at discharge.

FY 2024 KEY PREVENTION INITIATIVES

Horizon's Prevention Services works to **prevent substance misuse** and suicide to **promote healthy behaviors**, mental wellness and resiliency in Central Virginia.

MENTAL WELLNESS & SUICIDE

- 989** Medication lock boxes and medication disposal bags distributed.
- 284** Residents trained to identify, understand, and respond to Adverse Childhood Experiences (ACEs).
- 151** Individuals trained in Mental Health First Aid.

OPIOID RESPONSE

- 912 lbs.** of expired, unused medication collected in partnership with local law enforcement.
- 755** Individuals trained in emergency overdose response with life-saving Naloxone.

SUBSTANCE USE PREVENTION

- 596** High school students participated in the evidence-based Too Good For Drugs in-school curriculum.
- 98%** of students responded that "TGFD helped me to become more knowledgeable about drugs, alcohol, and tobacco usage and the health risks associated with each."



“I’m excited to continue to ‘look out’ for the health of our peers. This funding will help us make a change in young lives. We get a chance to show the community that you don’t need to turn to drugs when things get hard. I’m so thankful to make an impact and help the community in more ways than one.”

The Heroic. Young. Powerful. Energized (HYPE) Club
Local Youth-Led Coalition Supported by Horizon Behavioral Health
and CVARR





SERVICE SPOTLIGHT

SCHOOL BASED SERVICES

PROGRAM GOALS

Outpatient Therapy and/or Case Management services provided in 21 schools in Central Virginia.

The goal is to assist K-12 students in meeting their mental health needs while remaining in their academic setting.

CARE COORDINATION INTEGRATION

A short-term ancillary service with the goal of improving student and family engagement when extra support is needed during the school year.

PROGRAM OUTCOMES

- ▶ **716** students served with **School Based Outpatient** services.
- ▶ **368** students served with **School Based Case Management** services.
- ▶ **92%** of students discharged **showed improvement in presenting problem.**



YOUR COMMUNITY / LYNCHBURG

Impacting your community, with your contribution.

CITY	CHILDREN	ADULTS	LOCALITY CONTRIBUTION FY2025	LOCALITY CONTRIBUTION PER UNINSURED CLIENT SERVED / MONTH *
Lynchburg	1,189	3,532	\$943,770	\$165.23

*With your contribution, the average uninsured client receives a combination of one or more services, such as Case Management Services at the rate of \$367.31 per month and Outpatient Therapy at an average rate of \$216 per month, for as low as \$165.23 per month.

Providing quality care, close to home.



KEY CLINICAL INITIATIVE

PROJECT LINK

PROGRAM GOALS

- The goal is to establish a Coordinated System of Care for pregnant and postpartum women, and their families, in their natural environment by improving their access to needed services, such as:
 - Intensive outreach case management
 - Home visitation
 - Supportive services
- Funded by the Department of Behavioral Health and Developmental Services (DBHDS).
- Utilization of evidence-based programs **Seeking Safety** and **Nurturing Parenting**.

PROGRAM OUTCOMES

- ▶ **246** referrals received for **substance exposed infants**.
- ▶ **97** women received **comprehensive support** from the Project Link program.
- ▶ **6** babies born **substance free** while mother was enrolled in program.

PARTNERSHIPS

Centra, Dee's Diapers, Department of Social Services, HumanKind, Sylvia's Sisters, and Virginia Department of Health, among others.



"If you don't know where to start or if you're scared of the unknown or the challenges you might face, just reach out. They can be that pillow that can soften the blows that life is going to throw at you."

- HORIZON CLIENT, PROJECT LINK PROGRAM



KEY COLLABORATIVE INITIATIVE

THE LYNCHBURG BEHAVIORAL HEALTH DOCKET

PROGRAM GOALS

The goal is to provide an alternative pathway through the judicial system for individuals who are diagnosed with a Serious Mental Illness (SMI) and whose crime or offense is tied to their mental illness while balancing the need for public safety.

Utilization of evidence-based treatment models: **Assertive Community Treatment (ACT)** & **Illness Management Recovery (IMR)**.

PARTNERSHIPS

The Behavioral Health Docket is a collaborative initiative supported by the Commonwealth Attorney's Office, Horizon Behavioral Health, the Lynchburg Judicial System Public Defenders Office, the Lynchburg Police Department, the Department of Community Corrections, Liberty University, and Centra Health.

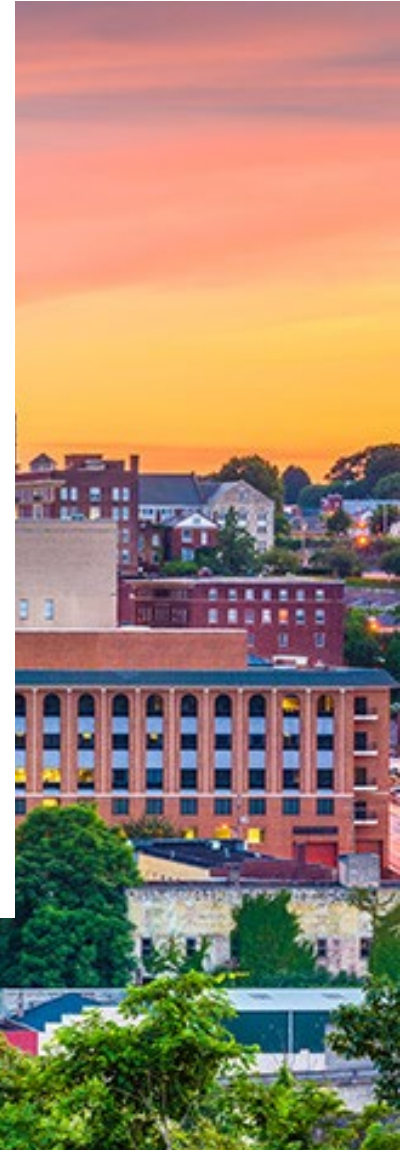
PROGRAM OUTCOMES

- Within the first six months, the program exceeded its goal to serve 6 individuals in year one.
- The program has celebrated it's first program graduate prior to year one of implementation.
- 4 current participants enrolled.



**"Horizon's collaborative support
has been instrumental to the
establishment of Lynchburg's
behavioral health docket. Their team
has demonstrated commendable
resolve every step of the way to
ensure the behavioral needs of our
community are met."**

AARON BOONE
CHIEF PUBLIC DEFENDER
LYNCHBURG, VA





KEY COLLABORATIVE INITIATIVE

THE LYNCHBURG ADULT RECOVERY COURT

PROGRAM GOALS

The goal of the program is to reduce participant substance use and recidivism by providing a combination of resources and support, such as:

- Expanded treatment capabilities
- Peer support
- Stable recovery housing
- Employment & transportation assistance, and more.

EXPANSION

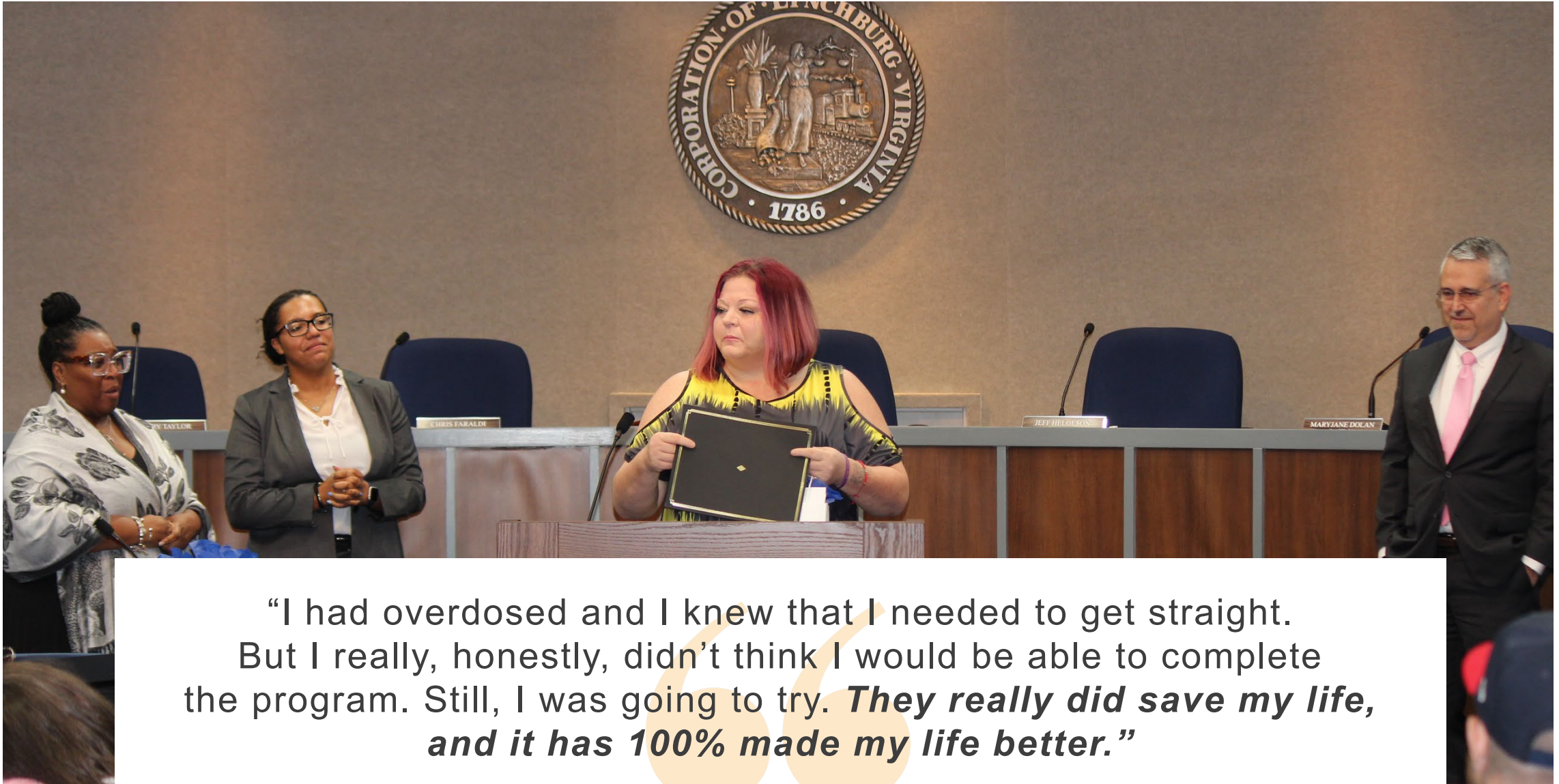
\$2 million federal Substance Abuse and Mental Health Services Administration (SAMHSA) grant to increase the program capacity to serve up to 20 individuals per year for the next five years.

PROGRAM OUTCOMES

- The program has served 70 individuals with comprehensive treatment in its lifetime.
- 22 program graduates since program inception in 2017.
- 16 current participants enrolled.

PARTNERSHIPS

The City of Lynchburg, the Virginia Department of Corrections, The Virginia Department of Health.



“I had overdosed and I knew that I needed to get straight.
But I really, honestly, didn’t think I would be able to complete
the program. Still, I was going to try. ***They really did save my life,
and it has 100% made my life better.***”

2024 LYNCHBURG RECOVERY COURT GRADUATE



KEY CLINICAL INITIATIVE

ENHANCEMENT & EXPANSION OF TREATMENT & RECOVERY SERVICES (TREE) GRANT

OVERVIEW

- Five-year, 2.7-million-dollar grant from the Substance Abuse and Mental Health Services Administration (SAMHSA).
 - GOAL: engage 50 youth in year one and 100 youth, annually, in years three through five.
 - ELIGIBILITY: Serving adolescents and youth ages 12–25.
- Utilization of evidence-based **Adolescent Community Reinforcement Approach (A-CRA) Model** designed to replace substance use behaviors with healthier alternatives by leveraging social, recreational, familial, school, or vocational reinforcers and skills training.
 - The intervention consists of 17 procedures tailored to meet each client's individual needs and goals.



PROGRAM OUTCOMES

Year 1 implementation achieved.

52 Clients enrolled since program inception.

93% Of clients received a three-month follow-up.



KEY CLINICAL INITIATIVE

MOBILE RESPONSE TEAM

OVERVIEW

- Mobile Crisis **responds to calls received by the 988 hotline in real-time with a team of two mental health professionals** who are prepared to assess and aid people experiencing a mental health crisis by meeting them wherever they are.
- Mobile Crisis Response program offers an **effective alternative to law enforcement / first responder / emergency room involvement** by connecting individuals with trained mental health professionals in the safety of their own home.



"We want our clients to feel empowered - not in fear of being arrested or hospitalized. Being a mobile crisis responder is an opportunity to do something that is very meaningful. It is an opportunity to help someone on the worst day of their lives."

*– Jason Hendricks,
Horizon Mobile Response
Clinician*





ON THE HORIZON

HORIZON’S CRISIS RECEIVING & STABILIZATION (CRS) SERVICES UNIT

The CRS Services Unit, otherwise known as a Crisis Receiving Center, will provide tiered treatment options for individuals experiencing a mental health crisis including those that are placed under an Emergency Custody Order or a Temporary Detention Order.

PRIMARY SERVICES

- Walk-in mental health evaluation
- Evaluations for Emergency Custody Orders
- 23-hour observation
- 16-Bed Residential Crisis Stabilization and Detox Unit

PROJECT PROGRESS

Facility Search and Selection Completed	May 2023
Site Plans Completed	December 2023
Construction Contractor Selected	June 2024
Construction Underway	October 2024
Estimated Completion	November 2025



Follow Us On Social Media

Horizon is dedicated to building safe and healthy communities
in person and online.



Melissa Lucy, CEO

Horizon Behavioral Health

(434) 455-1760

Melissa.Lucy@HorizonBH.org





Lynchburg Locations

**Horizon Wellness Center at Langhorne
2215 Langhorne Rd.
Lynchburg, Virginia 24501**

**Horizon Wellness Center at Landover
2235 Landover Place
Lynchburg, Virginia 24501**

**Horizon Wellness Center at Lansdown Place
2305 Lansdown Place
Lynchburg, Virginia 24501**

**Horizon Wellness Treatment Center
2225 Langhorne Road
Lynchburg, VA 24501**

**Horizon Fagan Administration Building
2241 Langhorne Rd
Lynchburg, Virginia 24501**

**Horizon Pearson/Powell Homes
722 Old Graves Mill Road
Lynchburg, VA 24502**

**Horizon Timothy/Bethany Homes
3009 & 3011 Roundelay Road
Lynchburg, VA 24502**

**Horizon Home at Forest Hills
3018 Forest Hills Circle
Lynchburg, VA 24501**



Lynchburg Locations, Cont.

Horizon Wellness Treatment Center
2225 Langhorne Road
Lynchburg, VA 24501

Horizon Pearson/Powell Homes
722 Old Graves Mill Road
Lynchburg, VA 24502

Horizon Timothy/Bethany Homes
3009 & 3011 Roundelay Road
Lynchburg, VA 24502



AGENDA ITEM SUMMARY

MEETING DATE

May 13, 2025

PRESENTED BY

Alicia Finney, Clerk of Council

AGENDA ITEM # III.2

Rosedale Encroachment Franchise Bid Review, Call, and Acceptance

RECOMMENDATION

Review bids received, call for further bids and accept a sole bid. This item will come before Council for action on May 13, 2025.

SUMMARY

The City proposes granting Rosedale Investments, LLC and Rosedale Owner's Association, Inc., as part of the development and subdivision at 1600 Graves Mill Road (i.e. Rosedale), a non-exclusive franchise right to maintain an improperly installed culvert in a soon-to-be dedicated right of way of the City. The general purpose of the franchise is to ensure the culvert is properly inspected, maintained, and owned by Rosedale Investments, LLC and/or Rosedale Owner's Association, Inc. and not the City unless certain criteria in the franchise have been met.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Alicia Finney, Clerk of Council

ATTACHMENT(S)

1. Proposed Ordinance - Rosedale Franchise Agreement
2. Proposed Personal Guaranty
3. Proposed Subdivision Plat - Exhibit A

REVIEWED BY

Date: May 07, 2025

AN ORDINANCE GRANTING A NON-EXCLUSIVE LIMITED FRANCHISE TO ROSEDALE INVESTMENTS, LLC AND ROSEDALE OWNERS ASSOCIATION, INC. TO PERMIT THE USE, MAINTENANCE, AND WORK OF AND UPON CERTAIN ENCROACHMENTS IN THE PUBLIC RIGHTS-OF-WAY OF THE CITY AT 1600 GRAVES MILL ROAD, LYNCHBURG, VIRGINIA 24502

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

ARTICLE I. GRANT AND PURPOSE

- A. Rosedale Investments, LLC, a Virginia limited liability company (“Rosedale”), is the owner of a certain parcel of real property located at 1600 Graves Mill Road, Lynchburg, Virginia, 24502, containing approximately 62.305 acres and designated as Parcel ID #23904004 (the “Property”).
- B. Rosedale is developing the Property as a mixed-use project (the “Project”).
- C. Rosedale desires to dedicate to the City of Lynchburg, Virginia, a municipal corporation (the “City”), certain portions of the Property (collectively, the “Dedicated Area”) as shown on that certain subdivision plat entitled “Plat Showing Rosedale City of Lynchburg, Virginia”, dated April 19, 2022, revised September 14, 2023 and March 18, 2025, made by Perkins & Orrison (the “Plat”), with City File No. D-2527, a copy of which Plat is expressly incorporated herein, is identified herein as **Exhibit A**, and will be recorded contemporaneously with this Franchise in the records of the Clerk’s Office of the Circuit Court for the City of Lynchburg, Virginia.
- D. As shown on the Plat, a culvert, referenced on the Plat as “Plate Arch,” runs under a portion of the Project, including a portion of the Dedicated Area. The portion of the culvert that runs under the portion of the Dedicated Area is referenced herein as the “Encroachment.”
- E. The United States Environmental Protection Agency (the “EPA”) and the Virginia Department of Environmental Quality (the “DEQ”) have initiated administrative actions with respect to the Property, including the Encroachment. The EPA has issued a Notice of Potential Violation dated September 18, 2023 (the “EPA NOV”). The DEQ has issued a Notice of Violation dated November 15, 2022 (the “DEQ NOV”).

- F. Rosedale has advised the City that Rosedale expects these administrative proceedings will be resolved through a consent decree entered by the United States District Court for the Western District of Virginia ("Consent Decree"), which will incorporate a Restoration and/or Remediation Plan approved by the EPA/DEQ (the "Remediation Plan").
- G. The EPA/DEQ and Rosedale are currently negotiating the terms of the Consent Decree and the Remediation Plan, and the schedule for implementing any remedial actions or corrective actions required by the Consent Decree and/or the Remediation Plan is unknown.
- H. Rosedale and the City wish to allow the subdivision of the Property and the development of the Property to proceed, subject to appropriate provisions to address the ongoing issues between the EPA/DEQ and Rosedale, including the Consent Decree and Remediation Plan.
- I. Rosedale has established Rosedale Owners Association, Inc., a Virginia corporation ("ROA"), pursuant to that certain Declaration of Easements, Covenants and Restrictions, a copy of which is contemporaneously recorded with this Franchise in the Clerk's Office of the Circuit Court of the City (the "ROA Declaration").
- J. Except as otherwise set forth herein, Rosedale and the ROA wish to retain any potential liability and responsibility related to the Encroachment, including all remedial action and corrective action required by the Consent Decree and/or the Remediation Plan.
- K. Rosedale, the ROA, Thomas P. Bell ("Bell"), and the City are entering into this Franchise for the purpose of providing for the rights and obligations of the parties, including the perpetual maintenance, repair and care of the Encroachment.
- L. Subject to the provisions, conditions, and restrictions hereafter set forth in this Franchise, the City herein and hereby grants a non-exclusive limited franchise, right, privilege, easement, and authority to Rosedale and the ROA, hereafter, collectively, the "Franchisees," to use, work upon, maintain, and/or remove the Encroachment.
- M. This Franchise shall permit the Franchisees to use, work upon, maintain, and/or remove the Encroachment exclusively shown on the Plat. This Franchise shall in no way be construed to permit the Franchisees to expand or extend the Encroachment or to create additional encroachments upon the Dedicated Area in any way unless a written amendment to this Franchise is completed. The Franchisees shall not become vested with any further rights beyond what is previously described due to the existence of this Franchise or the Encroachment.

- N. The City has agreed that the obligations agreed-to by Rosedale, Bell, and the ROA under this Franchise collectively constitute good and sufficient security required by Virginia Code § 15.2-2104.

ARTICLE II. TERM

- A. Unless this Franchise is sooner terminated in accordance with the terms described herein, this Franchise will be in effect for a term of thirty-nine (39) years, beginning on June 1, 2025, and ending May 31, 2064, at 11:59 p.m. This Franchise is intended to be a long-term arrangement, and at the expiration of the stated term, the City and the Franchisees will negotiate in good faith for a renewal of this Franchise under mutually acceptable conditions.
- B. At the end of the aforesaid term, unless a renewal of this Franchise has been negotiated, this Franchise shall continue as a month-to-month tenancy, subject to all terms and conditions contained in this Franchise. Such month-to-month tenancy shall continue until such time as the City gives the Franchisees thirty (30) days written notice of the termination of the month-to-month tenancy. In the event the City elects to terminate the Franchise after the expiration of the initial term, the City shall become solely responsible for the Encroachment notwithstanding anything set forth herein to the contrary, provided that the ROA and Rosedale, if applicable, shall remain liable for all obligations arising under this Franchise prior to the termination by the City.

ARTICLE III. CONSTRUCTION, WORK, AND REPAIR

- A. Franchisees, at their cost and expense, shall maintain the Encroachment in good operating condition and shall pay all costs associated with the operation and maintenance of the Encroachment. Any work, maintenance, repair, improvements, and/or changes to the Encroachment, including removal, shall be solely the responsibility of Rosedale and the ROA except as otherwise set forth herein. The City shall have no duty whatsoever to inform the Rosedale or the ROA of any needed maintenance, work, repair, improvements, and/or changes to the Encroachment. Rosedale and the ROA shall perform such maintenance, work, repair, improvements, and/or changes in accordance with all reasonable and applicable workman-like standards as well as in accordance with any applicable City, state, and federal laws and regulations.
- B. Rosedale and the ROA, at their sole expense and where required, shall obtain all necessary permits and/or approvals from all City, state, and federal agencies.
- C. In the event any maintenance, work, repair, improvements, and/or changes are required on the Encroachment, and such maintenance, work, repair,

improvements, and/or changes materially interfere with the City's operations in any way, as determined in good faith by the City, then Rosedale and the ROA shall be solely responsible for the actual costs of such additional work that results from the interference.

D. Without limitation to the foregoing, the Franchisees further agree to the following:

1. Take all actions necessary to comply with the Consent Decree, Remediation Plan, and/or any other order(s), requirement(s), and/or obligation(s) necessary to resolve the outstanding issues with the EPA and DEQ, including the EPA NOV and the DEQ NOV.
2. Conduct an annual inspection by a qualified inspector and provide an annual written report to the Erosion and Sediment Control Administrator, City of Lynchburg, 900 Church Street, Lynchburg, VA 24504, describing the condition of the Encroachment. The report shall be due on January 31 of each year, and the inspection shall have been performed within two (2) months prior to the report due date. The report shall state the site name and address, the owner's name, the inspection date, the inspector's name and qualifications, and shall describe any deficiencies with and/or required maintenance of the Encroachment.
3. Remediate any deficiencies identified by the annual inspection and written report and conduct a follow-up inspection and provide a follow-up report on such remediation within four (4) weeks of the date of the annual written report subject to the extension authorized in Paragraph B of Article IV.
4. Conduct periodic informal inspections of the Encroachment for excess sediment, debris, trash, or other impediments and pollutants.
5. Remove and properly dispose of sediment from the Encroachment when the flow or storage of the stormwater has been materially restricted or reduced by sediment.
6. Remove and properly dispose of trash, debris, loose brush and other growth from the Encroachment, as needed.
7. Remove and properly dispose of any oil or grease which has accumulated within the Encroachment.
8. If applicable, periodically cut any brush and other woody growth on and around the Encroachment as needed.
9. Make all other repairs and improvements that are reasonably necessary to keep the Encroachment operating in compliance with all applicable

City Ordinances, and all state and federal laws, requirements, and regulations.

ARTICLE IV. MAINTENANCE, INSPECTION AND REPAIR

- A. The City shall have the right and option, upon five (5) days written notice to Rosedale and the ROA, to inspect the Encroachment. The City may provide a written report that describes any deficiencies and required maintenance of the Encroachment. Rosedale and the ROA shall promptly remediate any deficiencies identified by the City's written report.
- B. In the event the remediation of deficiencies set forth in any report(s) provided under Articles III or IV of this Franchise cannot be reasonably cured within the time limits, the Franchisees shall have such additional, reasonable time as may be required as long the Franchisees are taking diligent and reasonable steps to resolve the same and provide the City with written notice of those steps.
- C. In the event the Franchisees fail to inspect, report on, or properly maintain the Encroachment within the above specified time limits, the City may, following at least fifteen (15) days' prior written notice to the Franchisees (provided no notice shall be required in an event of an emergency), take whatever steps it deems necessary to maintain the Encroachment in compliance with City Ordinances and federal and state laws, requirements, and regulations and this Franchise.
- D. It is understood and agreed by the Franchisees that the City is under no obligation to inspect and/or maintain the Encroachment and this Franchise shall not be construed to impose such an obligation on the City. If such inspection and/or maintenance by the City is performed due to the failure of the Franchisees to do so, the Franchisees shall be jointly and severally obligated to reimburse the City for the reasonable costs of such inspection and/or maintenance within thirty (30) days of receipt of written notice from the City to the Franchisees, which notice shall include invoices and/or other written detailed evidence of the costs incurred by the City to cure the failure of the Franchisees to maintain the Encroachment. Bell shall personally guaranty the obligations of the Franchisees in this Paragraph until the release of Rosedale under Paragraph F of this Article IV and shall execute a Guaranty Agreement in connection with this Franchise to that effect. Any costs not reimbursed by the Franchisees, or Bell, as applicable, to the City following this time may be recorded as liens against the Property, provided any and all liens shall be subordinate to the rights of any lender granted a deed of trust on any portion of the Property regardless of the date such deed of trust is recorded and further provided that the City shall not take any action to disturb the rights of any bona fide, unrelated third party leasing any portion of the Property.
- E. In the event any of the Agencies, as defined below, require that any part of the Encroachment be removed (the "Removal"), the Franchisees, jointly and severally, shall be solely responsible for all costs incurred in connection with the

Removal. If the City incurs costs related to the Removal due to the failure of the Franchisees to remove any part of the Encroachment as required by the Agencies, the Franchisees shall be jointly and severally obligated to reimburse the City for all reasonable costs incurred by the City within thirty (30) days of receipt of written notice from the City, which notice shall include invoices and/or other written detailed evidence of the costs incurred by the City to cure the failure of the Franchisees to conduct the Removal. Bell shall personally guaranty the obligations of the Franchisees in this Paragraph until the release of Rosedale under Paragraph F of this Article IV and shall execute a Guaranty Agreement in connection with this Franchise to that effect. Any amounts unpaid to the City following this time may be recorded as liens against the Property, provided any and all liens shall be subordinate to the rights of any lender granted a deed of trust on any portion of the Property regardless of the date such deed of trust is recorded and further provided that the City shall not take any action to disturb the rights of any bona fide, unrelated third party leasing any portion of the Property.

F. Upon the occurrence of the contingencies in this Paragraph F of Article IV, the ROA, its successors and assigns, shall be solely responsible for the obligations under this Franchise, and Rosedale and Bell shall be released from all obligations under this Franchise (the "Release"):

1. A resolution acceptable to the EPA, DEQ, the Virginia Department of Historic Resources, the U.S. Corps of Engineers, and any other state or federal agency reviewing violations related to the Project (collectively, the "Agencies") is reached concerning the Project; and
2. The completion of any remedial work required by the Agencies. Notwithstanding the foregoing, if any Liabilities (as defined in Paragraphs A and B of Article VI) arise prior to the Release, Rosedale shall remain responsible, jointly and severally with the ROA, for the Removal, and to defend, indemnify, and hold the City, its employees, officials, and agents harmless from all Liabilities.

G. Notwithstanding anything set forth herein to the contrary, in the event the City or the Virginia Department of Transportation ("VDOT") elect to make changes or improvements to Graves Mill Road which require alterations or improvements to be made to the Encroachment, the City and/or VDOT, as applicable, shall be responsible for all costs and expenses associated with the necessary changes or improvements to be made to the Encroachment.

ARTICLE V. DAMAGE TO PROPERTY

Unless caused by the negligence or intentional misconduct of the City, its employees, or its officials, the City shall in no way be liable for any damage to the Encroachment. Rosedale and the ROA shall be responsible for repairing or replacing any damages to the City's property or the like that are caused by the acts or omissions of Rosedale, the ROA, their employees, or their agents related

to the Encroachment.

ARTICLE VI. INDEMNIFICATION AND INSURANCE

- A. **INDEMNIFICATION – GENERAL.** Rosedale and the ROA, jointly and severally, shall indemnify, hold harmless, and defend the City, its employees, officials, and agents, from and against any and all lawsuits, claims, causes of action, liabilities, demands, damages, disability, losses and expenses, of any nature whatsoever, including reasonable attorneys' fees ("Liabilities"), resulting or in any manner arising out of: (i) the Encroachment; (ii) Rosedale's or the ROA's breach of obligations under this Franchise; or (iii) the negligent or intentional misconduct of Rosedale or the ROA, its members, employees or agents, unless such Liabilities are a direct result of the negligence or intentional misconduct of the City, its employees, or its officials. The City shall notify Rosedale and the ROA of any Liabilities subject to indemnification and defense hereunder and the parties shall cooperate with all reasonable requests for information, documents, testimony, or other assistance appropriate to a resolution of such Liabilities.
- B. **INDEMNIFICATION – CORRECTIVE ACTION/REMOVAL.** Rosedale and the ROA, jointly and severally, shall indemnify, hold harmless, and defend the City, its employees, officials and agents, from and against any and all lawsuits, claims, causes of action, liabilities, demands, damages, disability, losses, and expenses, of any nature whatsoever, including reasonable attorneys' fees ("Liabilities"), resulting or in any manner arising out of the Removal, and any remedial action or corrective action required to address the EPA and DEQ administrative actions. The City shall notify Rosedale and the ROA of any Liabilities subject to indemnification and defense hereunder and the parties shall cooperate with all reasonable requests for information, documents, testimony, or other assistance appropriate to a resolution of such Liabilities.
- C. The indemnification requirements described hereunder shall survive termination or expiration of this Franchise for a period of five (5) years beyond the same.
- D. **INSURANCE.** Rosedale and the ROA shall both obtain and maintain, at their sole cost and expense, with financially reputable insurers authorized to do business in the Commonwealth of Virginia, Commercial General Liability insurance for bodily injury, property damage, and all risk fire and casualty insurance coverage (multi-peril) in a limit of not less than USD\$3,000,000 (Three Million Dollars) per occurrence and USD\$5,000,000 (Five Million Dollars) in the annual aggregate;
1. Rosedale and the ROA shall further deliver to the City a Certificate of Insurance, satisfactory in form and content to the City, evidencing that the above insurance is in full force and effect. Rosedale and the ROA shall, at least thirty (30) days prior to the expiration of the policies, furnish the City with renewals or binders for the policies, or the City may order the required insurance and charge the cost to Rosedale or the ROA. Any and all such insurance policies shall name the City, its

employees, officials, and agents as additional insured parties and shall include or be endorsed to include contractual liability.

2. The insurance required hereunder shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of and shall not contribute with any insurance required of Rosedale and the ROA under this Franchise. Any deductibles or self-insured retentions applicable to the required coverage shall be paid by Rosedale and/or the ROA, as applicable, and the City shall not be required to participate therewith. All rights of subrogation against the City, its employees, officials, and agents are hereby waived, and such waiver of subrogation rights shall be shown on the aforesaid Certificate(s) of Insurance.
3. Nothing contained in this Franchise shall limit Rosedale's and/or the ROA's indemnification obligations to the City to the limits of the insurance certified or carried.
4. Notwithstanding any of the other provisions of this Franchise, in the event the Franchisees fail to (i) maintain the required insurance coverage throughout the term of this Franchise or (ii) deliver a new and valid binder or certificate verifying such coverage and such failure continues for five (5) days following the Franchisees' receipt of written notice from the City, the City may order the required insurance and charge the cost to Rosedale and/or the ROA. Bell shall personally guaranty the obligations of the Franchisees in this Paragraph until the release of Rosedale under Paragraph F of Article IV and shall execute a Guaranty Agreement in connection with this Franchise to that effect. Rosedale and/or the ROA, as applicable, shall reimburse the amounts paid by the City to obtain the insurance required by this Article VI upon demand and any amounts unpaid to the City within ten (10) days following written demand may be recorded as liens against the Property, provided any and all liens shall be subordinate to the rights of any lender granted a deed of trust on any portion of the Property regardless of the date such deed of trust is recorded and further provided that the City shall not take any action to disturb the rights of any bona fide, unrelated third party leasing any portion of the Property.

ARTICLE VII. COMPLIANCE WITH LAWS

The grant of this Franchise is subject to all ordinances, resolutions, and procedures of the City as the same now exist or may be hereafter adopted, amended, revised, or codified, in lawful exercise of any power granted to the City by the Virginia General Assembly or any other lawful body. The City agrees that, except in cases of emergency, it will give the Franchisees thirty (30) days advance written notice of all such rules and regulations adopted by the City before the Franchisees shall be required to comply therewith. In performing its responsibilities under this Franchise, the Franchisees

will comply with all applicable state and federal laws and regulations and all federal, state and local laws, ordinances, rules, and regulations currently in force or subsequently adopted that may apply to their obligations under this Franchise.

ARTICLE VIII. AMENDMENTS TO FRANCHISE

The City and the Franchisees may modify this Franchise from time to time; however, such modifications will be in writing and approved by the Lynchburg City Council.

ARTICLE IX. TERMINATION OF FRANCHISE

- A. The City retains the right to withhold or withdraw any and all privileges granted under this Franchise and to terminate this Franchise at any time if the Franchisees or Bell fail to comply with any of the provisions of this Franchise. Exercise of this right by the City shall be in addition to and not in place of any other rights which the City has under the terms of this Franchise. Prior to exercising this right, the City Manager, or such other person or persons as the City Manager may from time to time designate, shall provide the Franchisees and/or Bell, as appropriate, with written notice of the failure to comply with the terms of this Franchise or default. The Franchisees and/or Bell shall have thirty (30) days from receipt of such notice to remedy any such default, provided that in the event the Franchisees and/or Bell cannot cure the default within the thirty (30) day period, the Franchisees and/or Bell shall have such additional, reasonable time as may be required as long they are taking diligent and reasonable steps to resolve the same and provide the City with written notice of those steps.
- B. If there are instituted by or against the Franchisees or Bell proceedings in bankruptcy or insolvency during the term of this Franchise, the City may terminate the same at any time thereafter. The exercise of this right by the City shall be in addition to and not in place of any other rights which the City has under the terms of this Franchise. Any successors, assignee or assignees, trustee, or receiver of the Franchisees or Bell resulting from proceedings in bankruptcy or under any insolvency law shall be subject to and bound by all of the provisions, terms, conditions, and limitations of this Franchise.
- C. The City retains the right to withhold or withdraw any and all privileges under this Franchise and to terminate this Franchise at any time if there is a taking of the Franchisees' property by way of a court of competent jurisdiction, which precludes the Franchisees and/or Bell from satisfying their obligations under this Franchise. Exercise of this right by the City shall be in addition to and not in place of any other rights which the City has under the terms of this Franchise. In the event the City elects to terminate the Franchise in connection with a taking, the City shall become solely responsible for the Encroachment notwithstanding anything set forth herein to the contrary, provided that the ROA, Rosedale, and/or Bell if applicable, shall remain liable for all obligations arising under this Franchise prior to the termination by the City.

ARTICLE X. NOTICES

- A. Rosedale has designated Bell to serve as the responsible individual for execution of the responsibilities of the Franchisees under this Franchise. The Franchisees shall inform the City regarding any change in the designee in writing according to this Article X.
- B. Notices, demands, requests, and other writings made by the parties pursuant to this Franchise shall be made to the following addresses via (i) hand delivery, (ii) certified mail, return receipt requested, or (iii) overnight carrier, and shall be deemed given upon receipt or refusal of acceptance, unless otherwise communicated in writing:

Rosedale:

Rosedale Investments, LLC
Attn: Member/Managing Member
103 West Edge Way, Ste H
Lynchburg, VA 24502

ROA:

Rosedale Owners Association, Inc.
Attn: President
103 West Edge Way, Ste H
Lynchburg, VA 24502

Bell:

103 West Edge Way, Ste H
Forest, Virginia 24551

A copy of any notice sent to Rosedale, the ROA, or Bell shall be contemporaneously sent to:

Whitlow & Youell, PLC
Attn: Cooper Youell
28A Kirk Avenue, SW
Roanoke, VA 24011

City:

City of Lynchburg, Virginia
Attn: City Manager
900 Church Street – 3rd Floor
Lynchburg, VA 24504

and

City of Lynchburg, Virginia
ATTN: City Engineer
900 Church Street – 2nd Floor
Lynchburg, VA 24504

A copy of any notice sent to the City shall be contemporaneously sent to:

City of Lynchburg, Virginia
Attn: City Attorney
900 Church Street – 3rd Floor
Lynchburg, VA 24504

ARTICLE XI. MISCELLANEOUS

- A. **TAXES.** Rosedale and the ROA shall pay all real estate taxes and any other charges or fees that may be assessed against the portion of the Property owned by Rosedale and/or the ROA, but no real estate taxes and any other charges or fees shall be assessed or charged in connection with the Encroachment.
- B. **SUCCESSORS.** This Franchise and the rights and responsibilities of the same shall run with the title to the land and shall be binding upon and inure to the benefit of the Franchisees, successor owners, and assigns of the Franchisees' property. Neither the City, the Franchisees, nor Bell may assign this Franchise or any of the rights and/or responsibilities described herein without the written consent of the others, which will not be unreasonably withheld. Notwithstanding any other part of this Franchise, the City Manager, in his discretion, shall have the authority to permit such assignments on behalf of the City without the same being approved by the Lynchburg City Council. Notwithstanding the foregoing, once the conditions set forth in Paragraph F of Article IV of this Franchise have been satisfied, Rosedale may transfer any portion of the Property to a bona fide, unrelated third-party purchaser without the consent of the City.
- C. **SEVERABILITY.** In the event that any provision of this Franchise, or portion of the same, shall be construed to be invalid or unenforceable by a court of competent jurisdiction, then such provision or portion shall be stricken, and the remaining portions of this Franchise shall remain in full force and effect.
- D. **GOVERNING LAW.** This Franchise shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and any legal proceedings related to the same shall be filed in the courts of the City of Lynchburg, Virginia and in no other forum.
- E. **ENTIRE FRANCHISE.** All provisions with respect to this Franchise are expressly contained herein. No representative or agent of the City or the Franchisees has

made any representation or promise with respect to this Franchise not contained herein.

- F. RESERVATION OF RIGHTS. It is distinctively understood that all privileges and uses of the City's property and right-of-way, except to the extent herein permitted to the Franchisees, are expressly reserved by the City to use at its discretion as the City deems advisable.
- G. REMEDIES NOT EXCLUSIVE. All rights and remedies described in this Franchise shall be cumulative and additional to all other rights and/or remedies available at law or in equity.
- H. BINDING EFFECT. This Franchise shall be binding and inure to the benefit of the City, the Franchisees, and Bell and their respective representatives, successors, and permissible assigns. Further, upon being admitted 'of record' in the Clerk's Office of the Circuit Court of the City of Lynchburg, Virginia, this Franchise shall constitute a covenant running with the land. Notwithstanding the foregoing, once the conditions set forth in Paragraph F of Article IV of this Franchise have been satisfied, only the property owned by the ROA shall be subject to any liens arising out of the failure of the ROA to perform its obligations under this Franchise.
- I. INDEPENDENT ENTITIES. Nothing contained in this Franchise shall be construed as or deemed to make either the City or the Franchisees the agent, partner, or joint venture of the other, except as may otherwise be provided in this Franchise. Nothing contained in this Franchise shall give the Franchisees any authority to represent the City before any court or governmental or regulatory agency without the express prior written authorization of the City. Unless otherwise provided in this Franchise, neither the City nor the Franchisees shall be responsible or held liable for the acts or omissions of the other. Further, in performing any services or engaging in any actions pursuant to this Franchise, the Franchisees are and shall be acting as independent contractors, responsible to all parties for their acts and omissions, and the City shall not be liable for the same.
- J. THIRD-PARTY RIGHTS. Nothing in this Franchise shall be deemed to create any rights to those who are not expressly made a party to this Franchise. The parties to this Franchise are the City, the Franchisees, and Bell.
- K. COUNTERPARTS AND SIGNATURES. This Franchise may be executed in counterparts. Each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one document. Further, this Franchise may be executed and/or sealed electronically. An electronic signature and/or seal shall be equally as enforceable as an original signature or seal.
- L. HEADINGS. Marginal headings contained in this Franchise are for convenience only and shall not be considered to amplify, relate, modify, or otherwise affect any of the terms, provisions, or conditions of this Franchise.

M. FORCE MAJEURE. The Franchisees shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Franchise), where such noncompliance or alleged defaults occurred or were caused by events which constitute a Force Majeure. For purposes of this Franchise, "Force Majeure" means an event or events reasonably beyond the ability of the Franchisees to anticipate and control, and includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, or tornadoes.

ARTICLE XII. METHOD OF ACCEPTANCE

This Ordinance shall be and become effective as a Franchise and shall constitute a contract between the City, the Franchisees, and Bell once adopted by the Lynchburg City Council and executed by the Franchisees and Bell. The Franchisees and Bell shall execute this Ordinance prior to the said adoption by the Lynchburg City Council or within ten (10) days of the same.

ARTICLE XIII. ADOPTION OF ORDINANCE

This Ordinance was duly adopted by the Council of the City of Lynchburg, Virginia on the _____ day of _____, 2025, and shall be effective as of the 1st day of June, 2025.

Certified: _____
Clerk of Council

Approved as to Form:

City Attorney/Designee

ARTICLE XIV. ACCEPTANCE OF FRANCHISE

By joining in this Ordinance through signature of their duly authorized representatives, the Franchisees and Bell do hereby accept the entirety of the same as of its adoption date.

ROSEDALE INVESTMENTS, LLC

(SEAL)

By:_____

Printed Name:_____

Its: Manager

(SEAL)

ROSEDALE OWNERS ASSOCIATION, INC.

By:_____

Printed Name: Thomas P. Bell

Its: President

THOMAS P. BELL

_____(SEAL)

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (“Guaranty”) is made effective as of June 1, 2025 by Thomas P. Bell (“Guarantor”) to secure the obligations owed by Rosedale Investments, LLC, a Virginia limited liability company (“Rosedale”), and the Rosedale Owners Association, Inc., a Virginia corporation (“ROA”), under Articles III, IV, and VI (hereinafter, “Maintenance/Removal Obligations”) of the Franchise Agreement with the City of Lynchburg, Virginia (“City”) dated June 1, 2025 (“Franchise”).

1. Guaranteed Obligations. In consideration of the substantial direct and indirect benefits derived by Guarantor under the Franchise and this Guaranty, and to induce the City to enter into the Franchise by providing good and sufficient security, Guarantor hereby absolutely, unconditionally, and irrevocably guarantees the full and prompt performance of the Maintenance/Removal Obligations in accordance with the Franchise.

2. Nature of Guaranty; Waivers.

- a. This Guaranty is an absolute, unconditional, irrevocable and continuing guaranty, and will remain in full force and effect until the release of Rosedale under Paragraph F of Article IV of the Franchise (“Guaranty Period”). During the Guaranty Period, Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Maintenance/Removal Obligations until the expiration of the Guaranty Period.
- b. This Guaranty is a guaranty of performance and payment, and not merely of collection, and the City shall not be required or obligated, as a condition of the Guarantor’s liability, to make any demand upon or to pursue any of his rights against Rosedale or the ROA, or to pursue any rights which may be available to it with respect to any other person who may be liable for the Maintenance/Removal Obligations.
- c. Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Maintenance/Removal Obligations, provided Guarantor is not waiving any notice or demand rights specifically set forth in the Franchise.
- d. The Maintenance/Removal Obligations shall not be discharged or impaired or otherwise affected by, and Guarantor hereby irrevocably waives any defenses to enforcement he may have (now or in the future) by reason of:
 - (i) Any illegality, invalidity or unenforceability of any Maintenance/Removal Obligations or this Guaranty or any related agreement or instrument, or any law, regulation, decree or order of any

jurisdiction or any other event affecting any terms of the Maintenance/Removal Obligations;

- (ii) Any change in the time, place or manner of payment or performance of, or in any other terms of the Maintenance/Removal Obligations, or any rescission, waiver, release, assignment, amendment or other modification of this Guaranty;
- (iii) Any taking, exchange, substitution, release, impairment, amendment, waiver, modification or non-perfection of any other guaranty for the Maintenance/Removal Obligations, or any manner of sale, disposition or application of proceeds of any other assets to all or part of the Maintenance/Removal Obligations;
- (iv) Any change, restructuring or termination of the corporate structure, ownership or existence of Guarantor or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Guarantor or his assets or any resulting restructuring, release or discharge of any Maintenance/Removal Obligations;
- (v) The failure of the City to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of this Guaranty or otherwise;
- (vi) The existence of any claim, set-off, counterclaim, recoupment or other rights that Guarantor may have against the City, except as otherwise set forth in the Articles V and VI of the Franchise; and
- (vii) Any other circumstances (including, without limitation, any statute of limitations), act, omission, or manner of administering this Guaranty or any existence of or reliance on any representation by the City that might vary the risk of Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge for, Guarantor.

3. Events of Default. The occurrence of any of the following shall be an “Event of Default”:

- a. Failure by Rosedale or the ROA to perform the Maintenance/Removal Obligations in accordance with the Franchise;
- b. (i) A court having jurisdiction shall enter a decree or order for relief in respect of either Rosedale or the ROA in an involuntary case under Title 11 of the United States Code entitled “Bankruptcy” (as now and hereinafter in effect, or any successor thereto, the “Bankruptcy Code”) or any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, which decree or order is not stayed; or any other similar relief shall be granted under any applicable federal or state law; or

- (ii) An involuntary case shall be commenced against either Rosedale or the ROA, under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect; or a decree or order of a court having jurisdiction for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over either Rosedale or the ROA entered; or the involuntary appointment of an interim receiver, trustee or other custodian of either Rosedale or the ROA for all or a substantial part of Rosedale's or the ROA's property shall have occurred; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of either Rosedale or the ROA and, in the case of any event described in this clause (ii), such event shall have continued for 60 days unless dismissed, bonded, or discharged; or
- c. An order for relief shall be entered with respect to Rosedale or the ROA, or Rosedale or the ROA commence a voluntary case under the Bankruptcy Code or any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of their property; or Rosedale or the ROA make an assignment for the benefit of creditors; or Rosedale or the ROA shall be unable or fail, or shall admit in writing their inability, to pay their debts as such debts become due; or
- d. Either Rosedale or the ROA challenges, or initiates any proceedings to challenge, the validity, binding effect, or enforceability of the Franchise.
4. **Remedies.** Upon the occurrence of any Event of Default specified in Section 3, the City may, by written notice to Guarantor, declare the default. If such default is not cured within ten (10) days of such written notice, Guarantor shall assume all Maintenance/Removal Obligations and accomplish full and prompt performance of all outstanding Maintenance/Removal Obligations within fourteen (14) days. In the event Guarantor fails to accomplish such performance to the reasonable satisfaction of the City, the City will be entitled to preliminary and permanent injunctive relief requiring the cure of the default without the need for a showing of irreparable harm.
5. **Fees and Costs.** If an Event of Default occurs, and the City incurs costs or expenses in enforcing its rights under this Guaranty, including reasonable attorney's fees and the costs and expenses of litigation, Guarantor shall be responsible for such costs and expenses.
6. **Release of Guaranty.** Following the release of Rosedale under Paragraph F of Article IV of the Franchise, this Guaranty shall automatically terminate and be of no further force and effect.
7. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (collectively, "Notices") shall be made to the following

addresses via (i) hand delivery, (ii) certified mail, return receipt requested, or (iii) overnight carrier, and shall be deemed given upon receipt or refusal of acceptance, unless otherwise communicated in writing:

Guarantor:

Thomas P. Bell
103 West Edge Way, Ste H
Lynchburg, VA 24502

With a copy of any Notice sent contemporaneously to:

Whitlow & Youell, PLC
Attn: Cooper Youell
28A Kirk Avenue, SW
Roanoke, VA 24011

City:

City of Lynchburg, Virginia
Attn: City Manager
900 Church Street – 3rd Floor
Lynchburg, VA 24504

and

City of Lynchburg, Virginia
ATTN: City Engineer
900 Church Street – 2nd Floor
Lynchburg, VA 24504

With a copy of any Notice sent contemporaneously to:

City of Lynchburg, Virginia
Attn: City Attorney
900 Church Street – 3rd Floor
Lynchburg, VA 24504

7. **Subrogation.** Guarantor waives and shall not exercise any rights that it may acquire by way of subrogation, contribution, reimbursement, or indemnification until all Maintenance/Removal Obligations have been indefeasibly satisfied and discharged in full.
8. **Preservation of Rights.** No delay or omission by the City to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the City's action or inaction impair any such right or power.

The City's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the City may have under other agreements, at law, or in equity.

9. **Illegality.** If any provision in this Guaranty should be invalid, illegal, or unenforceable in any respect, it shall not affect or impair the validity, legality, and enforceability of the remaining provisions of this Guaranty.
10. **Changes in Writing.** No modification, amendment or waiver thereof, or consent to any departure by Guarantor from, any provision of this Guaranty will be effective unless made in a writing signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
11. **Entire Agreement.** This Guaranty constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between Guarantor and the City with respect to the subject matter hereof.
12. **Successors and Assigns.** This Guaranty will be binding upon and inure to the benefit of the Guarantor and the City and their respective successors and assigns; provided, however, that Guarantor may not assign this Guaranty in whole or in part without the City's prior written consent.
13. **Governing Law and Jurisdiction.** This Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and any legal proceedings related to the same shall be filed in the courts of the City of Lynchburg, Virginia and in no other forum.
14. **Execution.** A faxed, emailed, or electronic signature affirming this Guaranty constitutes an original signature.

WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

_____(Seal)
Thomas P. Bell

NOTES:

1. THIS PLAT HAS BEEN PREPARED FROM A CURRENT FIELD SURVEY DONE PER THE DATE OF THIS PLAT.
2. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT INDICATE ALL OF THE ENCUMBRANCES UPON THE PROPERTY.
3. IRON PINS ARE TO BE SET AT ALL CORNERS, WHERE POSSIBLE, OR AS OTHERWISE INDICATED ON THIS PLAT.
4. AS DETERMINED BY GRAPHIC SCALING ONLY, A PORTION OF THIS PROPERTY IS IN FLOOD ZONE "AE", AREA WITHIN THE 100 YEAR FLOOD ZONE, THE REMAINDER OF THIS PROPERTY IS IN FLOOD ZONES SHADED "X" AND ZONE "X", AREAS NOT WITHIN THE 100 YEAR FLOOD ZONE ACCORDING TO FEMA PANEL NUMBER 5100930036D, DATED JUNE 3, 2006.
5. THIS DEVELOPMENT WILL BE SERVED WITH PUBLIC WATER AND SEWER BY THE CITY OF LYNCHBURG.
6. ALL UTILITIES ARE UNDERGROUND EXCEPT WHERE SHOWN AND FUTURE UTILITIES WILL BE PLACED UNDERGROUND.
7. A PORTION OF THIS DEVELOPMENT IS CURRENTLY ZONED COMMUNITY BUSINESS DISTRICT (B-3C) AND CONSERVATION DISTRICT (R-C).
8. PROPERTY LINES FROM "A" TO "B" CLOCKWISE ARE THE CENTER OF TOMAHAWK CREEK. BEARINGS AND DISTANCES ALONG THESE LINES ARE FOR ACREAGE CALCULATION ONLY.
9. RESPONSIBILITY FOR MAINTENANCE OF PRIVATE STREETS SHALL BE WITH ROSEDALE OWNERS ASSOCIATION, INC. ("POA") WHO IS ALSO CHARGED WITH MANAGEMENT AND OWNERSHIP OF COMMON OPEN SPACE, PROPERTY, AND FACILITIES.
10. THE SUBDIVIDER AGREES TO CONSTRUCT A PUBLIC WATER AND SANITARY SEWER SYSTEM WITHIN THE BOUNDARIES OF THE SUBDIVISION TO MEET THE POLICIES, REGULATIONS, AND STANDARDS OF THE CITY.
11. THE TWO OPEN SPACES ARE STORMWATER MANAGEMENT CONSERVED OPEN SPACE AREAS, WHICH WILL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION (POA). THE TWO REMAINING LAND LOTS ARE PLANNED TO BE DEVELOPED IN THE FUTURE, PENDING PURCHASE OF ADDITIONAL LANDS, BUT WILL BE MAINTAINED BY THE DEVELOPER OR POA IN THE MEANTIME.
12. THE PROPERTY WILL BE DEVELOPED WITH TWO PUBLIC RIGHTS OF WAY ACCESS TO PROMOTE CONNECTIVITY WITH ADJOINING PROPERTIES (PIN 23405002 AND 23902005). THE CONNECTION POINTS ARE SUBJECT TO ADJUSTMENTS TO ACCOMMODATE CHANGES WITH THE PROJECTS INTERNAL LAYOUT.
13. THE PLATE ARCH, A PORTION OF WHICH IS LOCATED WITHIN RIGHT-OF-WAY DEDICATED TO THE CITY, IS AND SHALL REMAIN THE PROPERTY OF ROSEDALE INVESTMENTS, LLC, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE MAINTAINED, REPAIRED AND REPLACED BY ROSEDALE INVESTMENTS, LLC AND THE POA, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN FRANCHISE AGREEMENT RECORDED CONTEMPORANEOUSLY WITH THIS PLAT.

THE SUBDIVISION, AS SHOWN HEREON, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

ROSEDALE INVESTMENTS, LLC. _____ DATE _____

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA

COUNTY OF _____

I, _____ A NOTARY
PUBLIC IN AND FOR THE AFORESAID STATE, DO
HEREBY CERTIFY THAT THE OWNERS WHOSE NAMES ARE
SIGNED ABOVE HAVE ACKNOWLEDGED THE SAME BEFORE ME.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ DATE _____ NUMBER _____

BELLA ROSE PLANTATION, LLC. _____ DATE _____

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA

COUNTY OF _____

I, _____ A NOTARY
PUBLIC IN AND FOR THE AFORESAID STATE, DO
HEREBY CERTIFY THAT THE OWNERS WHOSE NAMES ARE
SIGNED ABOVE HAVE ACKNOWLEDGED THE SAME BEFORE ME.

MY COMMISSION EXPIRES: _____

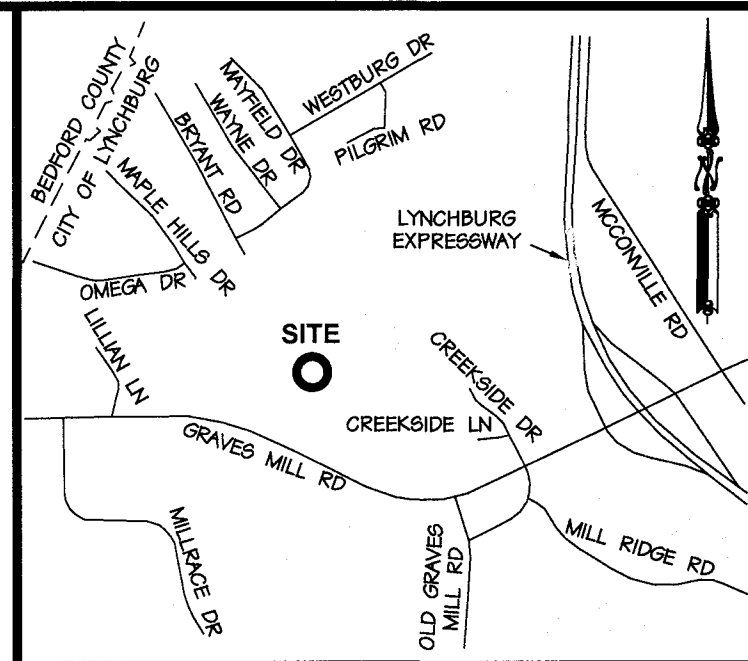
NOTARY PUBLIC _____ DATE _____ NUMBER _____

OWNERS:

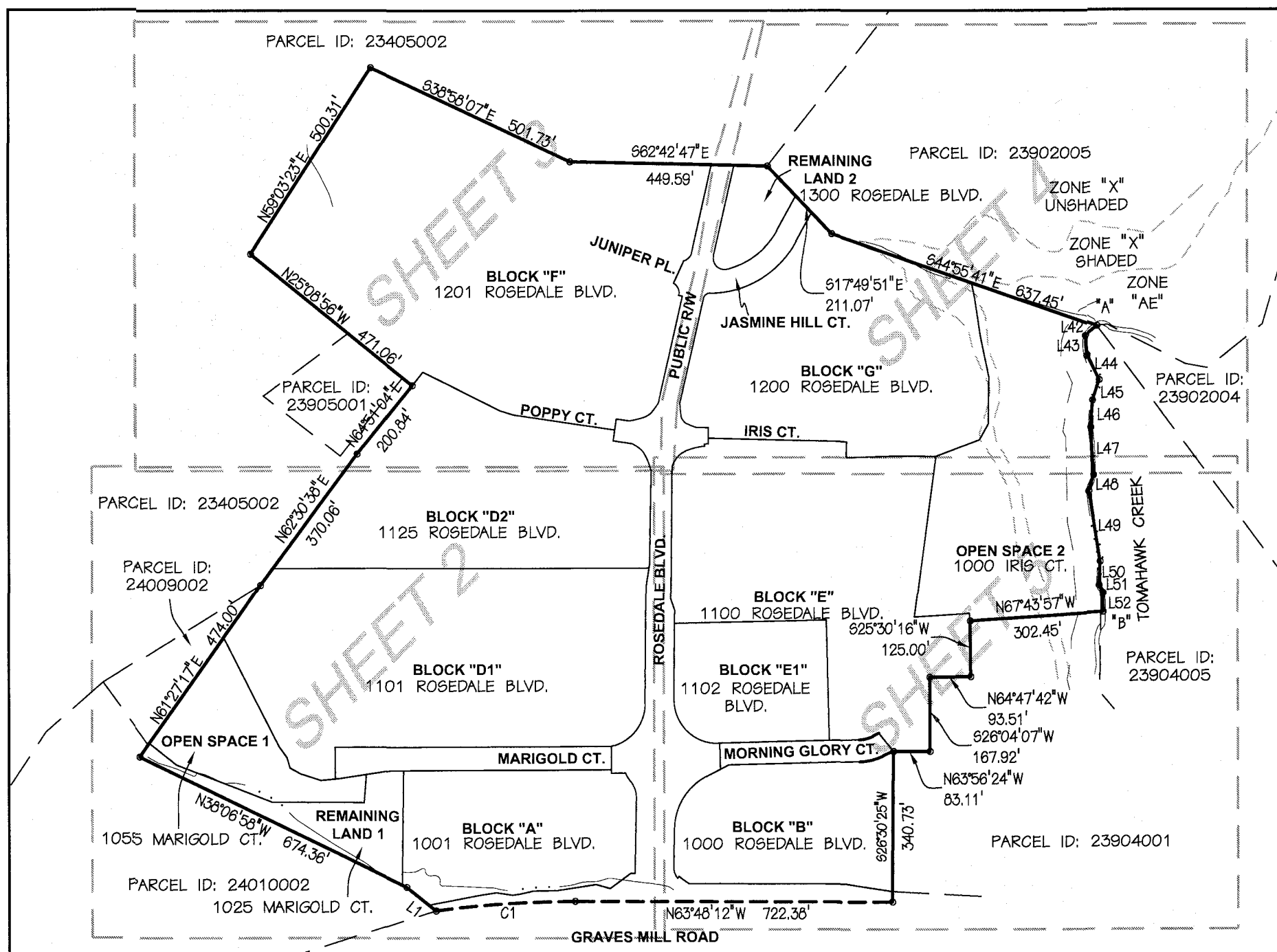
PARCEL ID# 23904004
ROSEDALE INVESTMENTS, LLC.
PO BOX 148
FOREST, VIRGINIA 24551

SOURCE OF TITLE: INST# 230001562
ALL SOURCES SHOWN ARE RECORDED IN THE CLERKS OFFICE OF THE CITY OF LYNCHBURG

VA STATE PLANE - SOUTH ZONE



VICINITY MAP - NOT TO SCALE



OVERALL EXISTING BOUNDARY & MAP KEY

EXCEPTION:
AS PROVIDED IN 24.1-45, EXCEPTIONS OF THE SUBDIVISION ORDINANCE, A DEPARTURE IS BEING MADE FROM 24.1-28-LOTS, WHICH REQUIRES EACH LOT TO PROVIDE SATISFACTORY AND DESIRABLE SITES FOR BUILDINGS AND TO HAVE FRONTAGE ON A PUBLIC STREET OR AN EXISTING PRIVATE STREET. THREE LOTS ARE BEING CREATED THAT DO NOT MEET THESE REQUIREMENTS. WHERE NO FRONTAGE EXISTS, THE LOTS WILL BE PROVIDED WITH AN EASEMENT FOR MEANS OF INGRESS AND EGRESS OR A PRIVATE RIGHT-OF-WAY. THE GRANTING OF THE EXCEPTION WILL NOT DESTROY THE SPIRIT AND INTENT OF THE SUBDIVISION ORDINANCE SINCE THE TWO OPEN SPACES ARE BEING CREATED AND PRESERVED TO PROVIDE STORMWATER MANAGEMENT AREAS AND THE REMAINING LAND 1 LOT WILL BE DEVELOPED IN THE FUTURE. ALL THREE WILL BE MAINTAINED BY THE POA AND WILL BE PROVIDED WITH A MEANS OF INGRESS AND EGRESS.

CITY OF LYNCHBURG SUBDIVISION AGENT

SUBDIVISION APPROVED:

CITY ENGINEER, LYNCHBURG, VIRGINIA _____ DATE _____

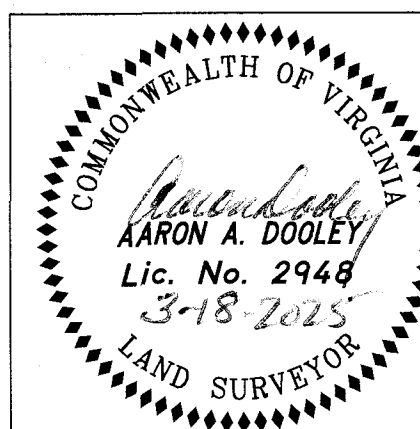
CITY PLANNER, LYNCHBURG, VIRGINIA _____ DATE _____

CITY MANAGER, LYNCHBURG, VIRGINIA _____ DATE _____

PLAT SHOWING
ROSEDALE
CITY OF LYNCHBURG, VIRGINIA
CITY FILE NO. D-2527

GRAPHIC SCALE 1" = 300'
300 0 300

SHEET 1 OF 5



LEGEND

- IRON PIN FOUND
- ⊙ IRON PIN SET
- OVERHEAD UTILITY
- UTILITY POLE
- N/F NOW OR FORMERLY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°27'18"W	85.11'
L42	S77°54'07"W	33.47'
L43	S22°22'10"W	45.36'
L44	S00°33'51"E	63.43'
L45	S44°33'07"W	48.46'
L46	S30°32'40"W	61.30'
L47	S22°19'52"W	107.81'
L48	S43°26'58"W	38.13'
L49	S16°44'41"W	161.26'
L50	S28°49'03"W	54.33'
L51	S01°12'59"E	19.32'
L52	S24°39'13"W	42.32'

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	317.77'	2320.92'	N67°43'33"W	317.53'	7°50'41"

REV: 3/18/2025
REV: 9/14/2023
DWN: CDS
DATE: 4/19/2022
DWG: V-6P-20161
JOB: 20161

317 BROOK PARK PLACE, FOREST, VIRGINIA 24551
PHONE: 434-525-5985 FAX: 434-525-5986
E-Mail: pno@perkins-orrison.com WEBSITE: http://www.perkins-orrison.net

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°27'18"W	64.49'
L2	S25°51'11"W	60.43'
L3	S64°08'49"E	31.90'
L4	N62°33'55"W	10.00'
L5	S79°39'55"W	57.85'
L6	N48°04'33"W	33.37'
L7	N72°35'05"W	87.96'
L8	N65°06'43"W	55.39'
L9	N75°55'44"W	31.85'
L10	N72°57'50"W	16.42'
L11	N56°08'38"W	37.52'
L12	S25°26'51"E	78.40'
L13	N30°28'13"E	63.73'
L14	S72°50'21"E	117.88'
L15	S09°59'28"E	30.77'
L16	S10°34'42"W	23.88'
L17	S35°02'37"E	27.45'
L18	S45°38'38"E	49.06'
L19	S70°05'04"E	44.23'
L20	S34°59'42"W	40.26'
L21	N81°11'50"W	7.27'

PARCEL ID: 23405002
N/F
CAROLYN S. HUTCHINSON, PHYLLIS S.
BREWSTER & NELLIE D. SKINNER
INST# 080005488

PARCEL ID: 24009002
N/F
FRED W. STANBERY JR.
INST# 130002436

PARCEL ID: 24010002
N/F
MILLSIDE DEVELOPMENT CENTER
INST# 040008059

(DE)	NEW PUBLIC DRAINAGE EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
(PDE)	NEW PRIVATE DRAINAGE EASEMENT
(SE)	NEW PUBLIC SANITARY SEWER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
(WE)	NEW PUBLIC WATER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
(SWE)	NEW COMBINED PUBLIC SANITARY AND WATER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG

CITY ENGINEER, LYNCHBURG, VIRGINIA DATE

CITY PLANNER, LYNCHBURG, VIRGINIA DATE

CITY MANAGER, LYNCHBURG, VIRGINIA DATE

BLOCK "D2"
5.901 AC.
1125 ROSEDALE BLVD.

BLOCK "D"
8.441 AC.
1101 ROSEDALE BLVD.

MARIGOLD CT.
PRIVATE R/W 0.793 AC.
664°08'49"E 500.28'

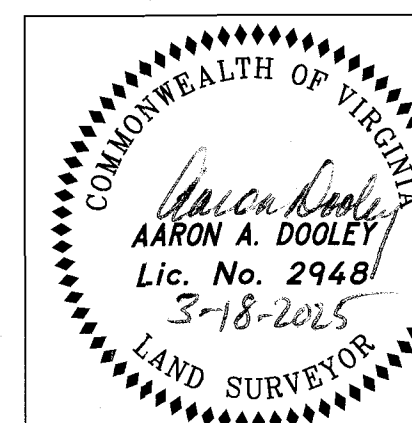
BLOCK "A"
3.325 AC.
1001 ROSEDALE BLVD.

GRAVES MILL ROAD
70' RIGHT-OF-WAY
E: CITY FILE NUMBER D-1482)

LEGEND

———— ● ————	IRON PIN FOUND
———— ⊗ ————	IRON PIN SET
———— ⚡ ————	OVERHEAD UTILITY
———— ⤿ ————	UTILITY POLE
———— N/F ————	NOW OR FORMERLY

SHEET 2 OF 5



VIA STATE PLANE - SOUTH ZONE

MATCH LINE SHEET 5

BLOCK "D"
8.441 AC.
1101 ROSEDALE BLVD.

BLOCK "A"
3.325 AC.
1001 ROSEDALE BLVD.

PLAT SHOWING
ROSEDALE
OF LYNCHBURG, VIRGINIA
CITY FILE NO. D-2527

GRAPHIC SCALE 1" = 100'

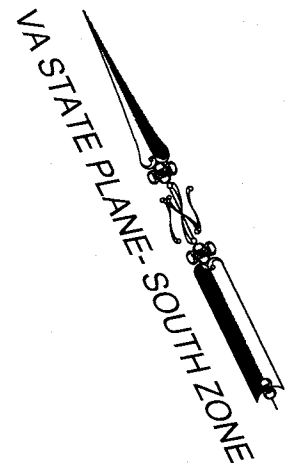


**PERKINS
&
ORRISON**

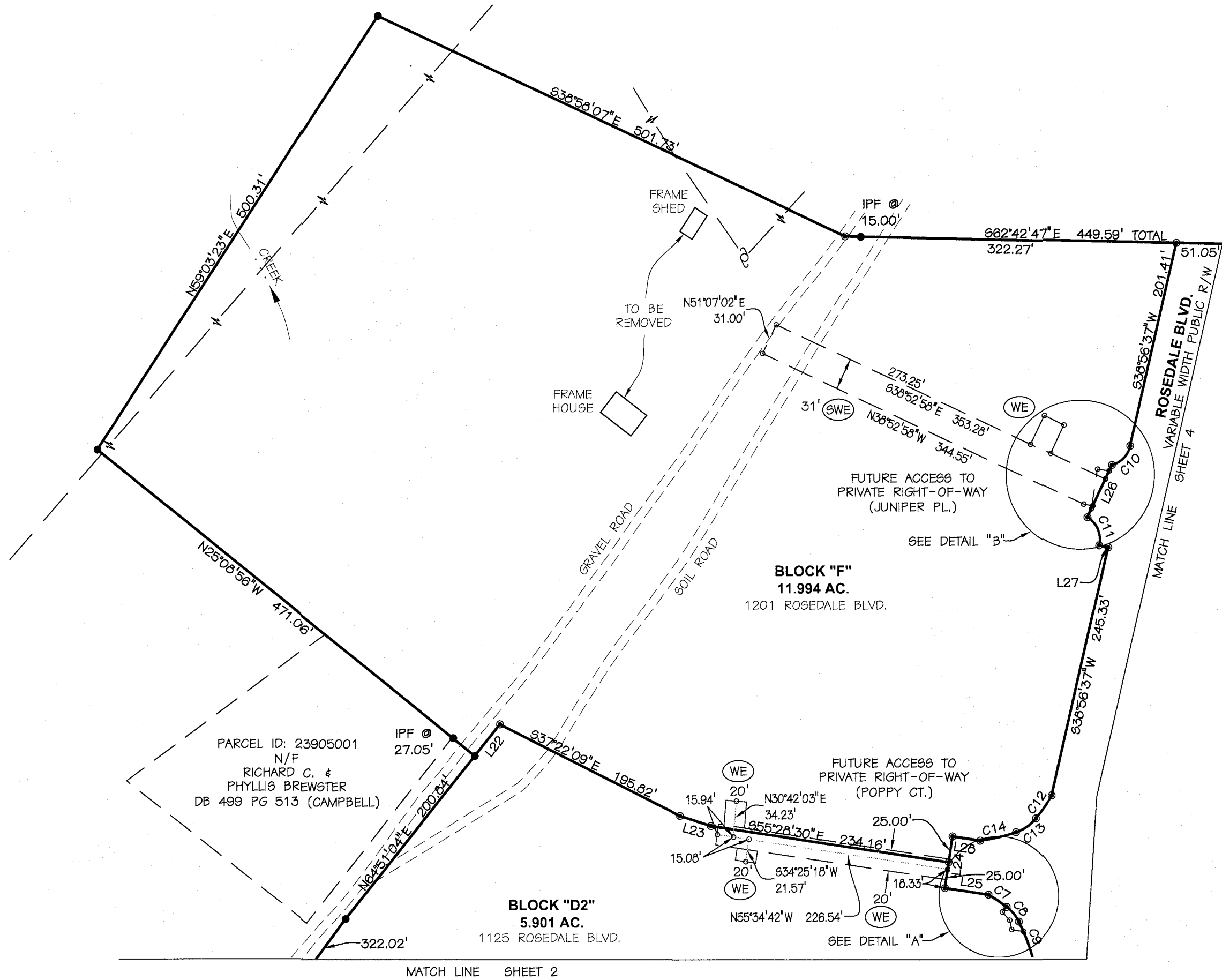
ENGINEERS ▲ PLANNERS ▲ SURVEYORS

317 BROOK PARK PLACE, FOREST, VIRGINIA 24551
PHONE: 434-525-5985 FAX: 434-525-5986

E-Mail: pno@perkins-orrison.com WEBSITE - <http://www.perkins-orrison.net>



PARCEL ID: 23405002
N/F
CAROLYN S. HUTCHINSON,
PHYLLIS S. BREWSTER & NELLIE D. SKINNER
INST# 080005488



LINE TABLE		
LINE	BEARING	LENGTH
L22	N64°51'04"E	39.04'
L23	S46°25'19"E	31.47'
L24	S34°31'30"W	50.00'
L25	S55°28'30"E	42.82'
L26	S51°07'02"W	56.03'
L27	S51°03'23"E	9.00'
L28	N55°28'30"W	27.16'

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C7	21.31'	122.50'	S30°20'18"E	21.28'	9°58'01"
C8	18.52'	44.50'	S13°25'51"E	18.39'	23°50'55"
C9	40.81'	173.63'	S05°13'34"W	40.71'	13°27'55"
C10	27.08'	25.00'	S69°58'47"W	25.78'	82°04'21"
C11	31.24'	25.00'	S03°08'51"W	29.25'	71°35'31"
C12	26.47'	127.24'	S61°16'02"W	26.43'	11°55'14"
C13	23.51'	44.50'	S82°21'38"W	23.23'	30°15'58"
C14	35.91'	189.50'	N77°04'39"W	35.86'	10°51'28"

EASEMENT LEGEND

- (DE) NEW PUBLIC DRAINAGE EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- (FDE) NEW PRIVATE DRAINAGE EASEMENT
- (SE) NEW PUBLIC SANITARY SEWER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- (WE) NEW PUBLIC WATER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- (SWE) NEW COMBINED PUBLIC SANITARY AND WATER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG

LEGEND

- IRON PIN FOUND
- ⊙ IRON PIN SET
- ⚡ OVERHEAD UTILITY
- ⦿ UTILITY POLE
- N/F NOW OR FORMERLY

EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
EC5	10.75'	173.63'	S00°15'59"W	10.74'	3°32'45"

SUBDIVISION APPROVED:

CITY ENGINEER, LYNCHBURG, VIRGINIA

CITY PLANNER, LYNCHBURG, VIRGINIA

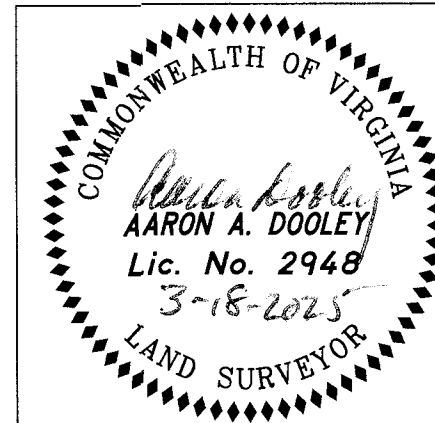
CITY MANAGER, LYNCHBURG, VIRGINIA

DATE

DATE

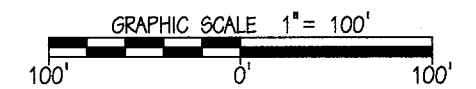
DATE

SHEET 3 OF 5

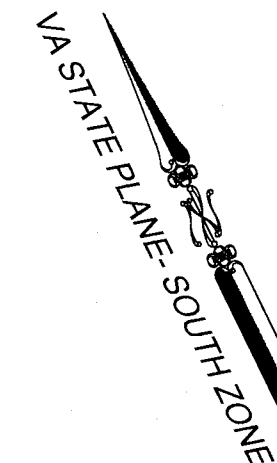


REV:	3/18/2025
REV:	9/14/2023
DWN:	CD6
DATE:	4/19/2022
DWG:	V-9P-20181
JOB:	20181

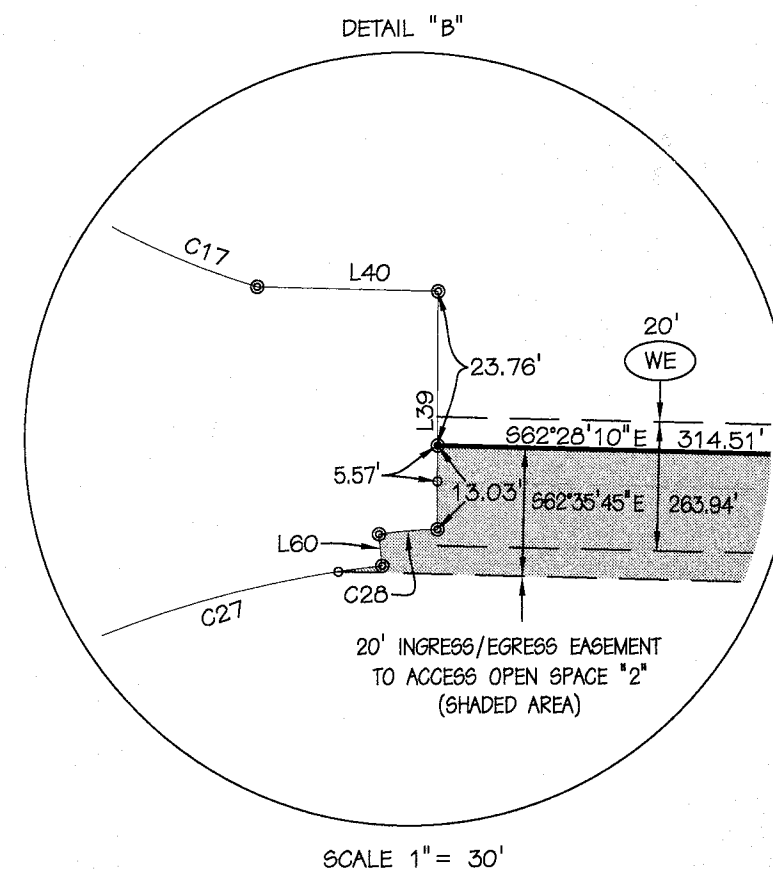
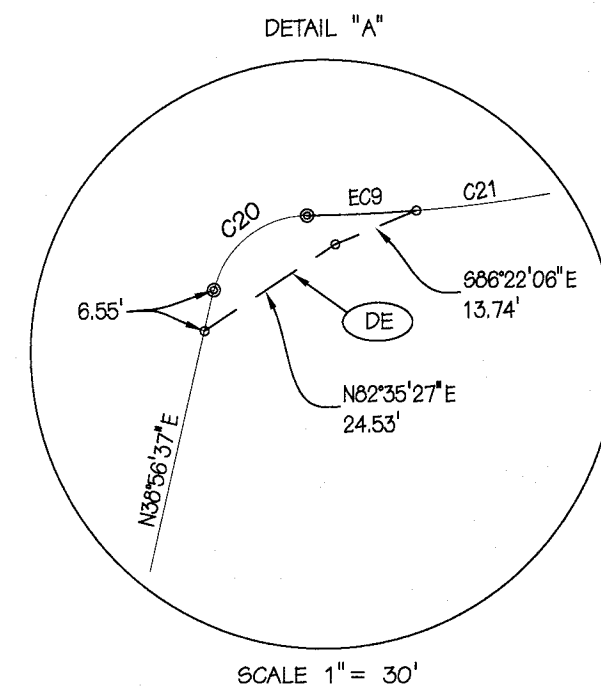
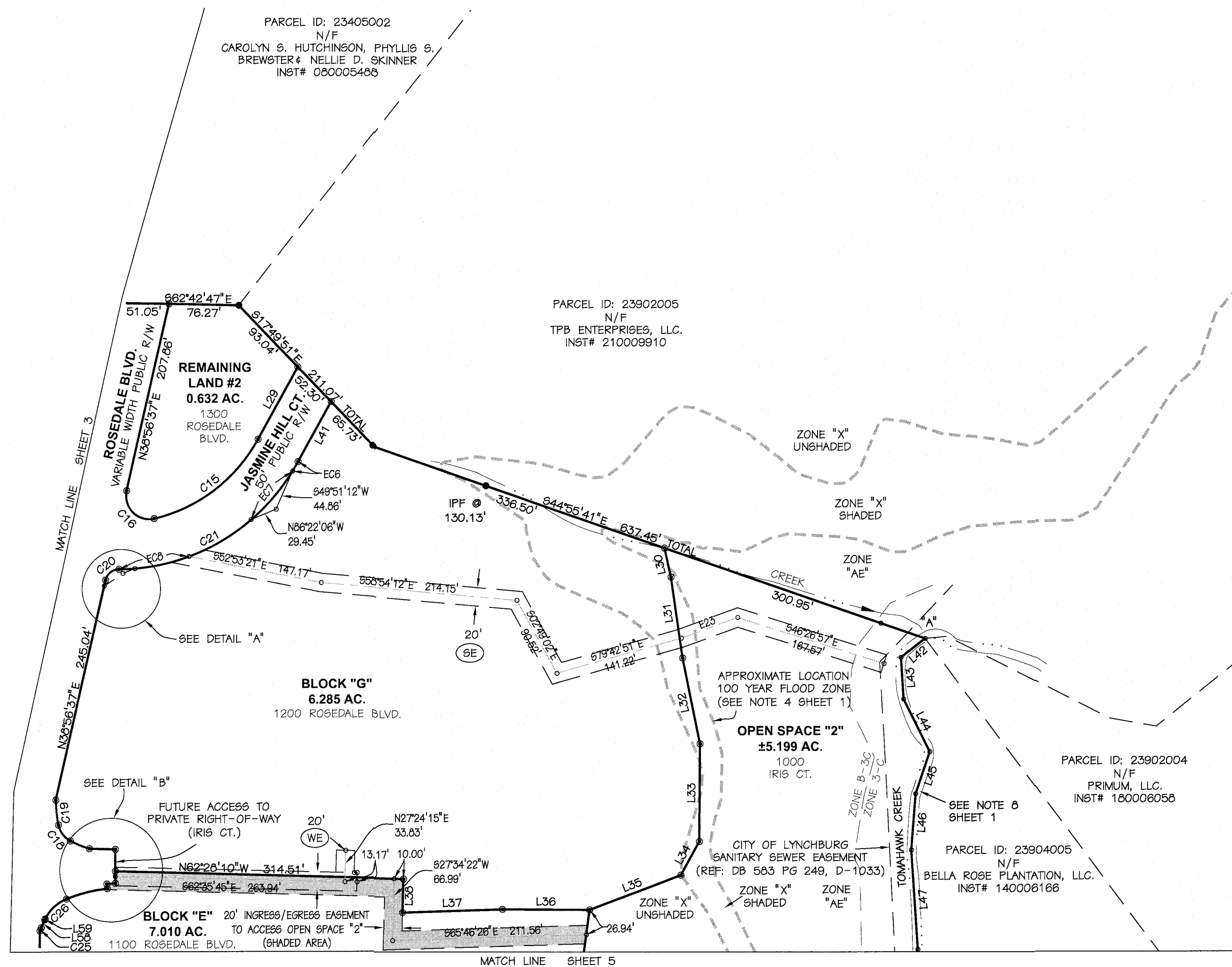
PLAT SHOWING
ROSEDALE
CITY OF LYNCHBURG, VIRGINIA
CITY FILE NO. D-2527



317 BROOK PARK PLACE, FOREST, VIRGINIA 24551
PHONE: 434-525-5985 FAX: 434-525-5986
E-Mail: pno@perkins-orrison.com WEBSITE: http://www.perkins-orrison.net



LINE TABLE		
LINE	BEARING	LENGTH
L29	S55°07'07"W	89.86'
L30	S13°32'34"W	32.19'
L31	S17°45'17"W	89.11'
L32	S14°32'35"W	94.69'
L33	S26°34'46"W	106.29'
L34	S55°01'29"W	41.46'
L35	N84°38'51"W	106.70'
L36	N63°42'57"W	95.11'
L37	N65°46'26"W	109.13'
L38	N27°34'22"E	36.36'
L39	N26°12'30"E	36.79'
L40	N62°27'55"W	28.28'
L41	N55°07'07"E	74.33'
L42	S77°54'07"W	33.47'
L43	S22°22'10"W	45.36'
L44	S00°33'51"E	63.43'
L45	S44°33'07"W	48.46'
L46	S30°32'40"W	61.30'
L47	S22°19'52"W	107.81'
L58	N50°24'08"E	9.38'
L59	N50°55'09"E	1.20'
L60	N19°57'37"E	5.00'



EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
E23	S84°00'01"E	65.49'

EASEMENT LEGEND

- (DE) NEW PUBLIC DRAINAGE EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- (PDE) NEW PRIVATE DRAINAGE EASEMENT
- (SE) NEW PUBLIC SANITARY SEWER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- (WE) NEW PUBLIC WATER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C15	146.37'	175.00'	S79°04'47"W	142.14'	47°55'21"
C16	50.57'	25.00'	N19°00'26"W	42.38'	115°54'09"
C17	22.74'	126.06'	N42°01'30"W	22.71'	10°20'11"
C18	22.26'	24.50'	N10°49'29"W	21.50'	52°03'51"
C19	27.16'	158.87'	N20°06'20"E	27.13'	9°47'46"
C20	20.12'	15.00'	N77°22'40"E	18.65'	76°52'05"
C21	238.34'	225.00'	N85°27'54"E	227.35'	60°41'36"
C25	3.51'	44.50'	N48°08'40"E	3.51'	4°30'56"
C26	32.41'	44.41'	N73°00'09"E	31.70'	41°48'35"
C27	46.43'	165.50'	S78°04'35"E	46.28'	16°04'24"
C28	9.19'	69.54'	S68°29'48"E	9.18'	7°34'13"

EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
EC6	11.84'	225.00'	S56°37'32"W	11.84'	3°00'51"
EC7	69.47'	225.00'	N66°58'40"E	69.19'	17°41'24"
EC8	78.13'	225.00'	S74°08'09"E	77.74'	19°53'43"
EC9	17.16'	225.00'	S66°22'26"E	17.16'	4°22'16"

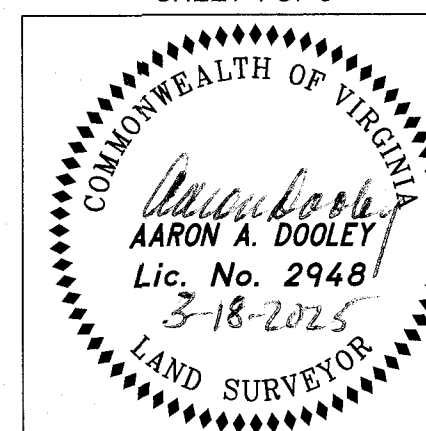
LEGEND

- IRON PIN FOUND
- IRON PIN SET
- +— OVERHEAD UTILITY
- UTILITY POLE
- N/F— NOW OR FORMERLY

SUBDIVISION APPROVED:

CITY ENGINEER, LYNCHBURG, VIRGINIA _____ DATE _____
CITY PLANNER, LYNCHBURG, VIRGINIA _____ DATE _____
CITY MANAGER, LYNCHBURG, VIRGINIA _____ DATE _____

SHEET 4 OF 5

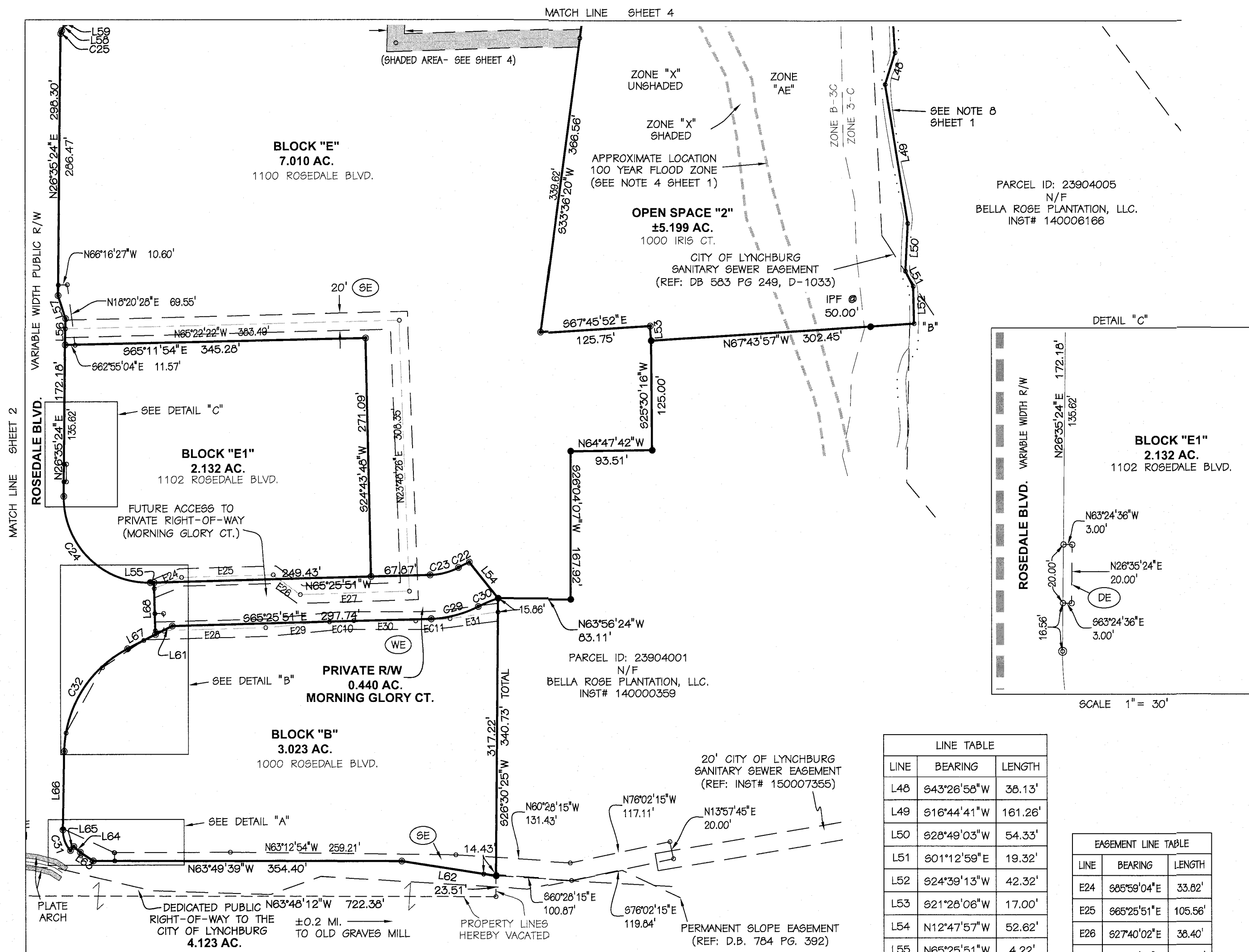


REV:	3/18/2025
REV:	9/14/2023
DWN:	CD6
DATE:	4/19/2022
DWG:	V-6P-20161
JOB:	20161

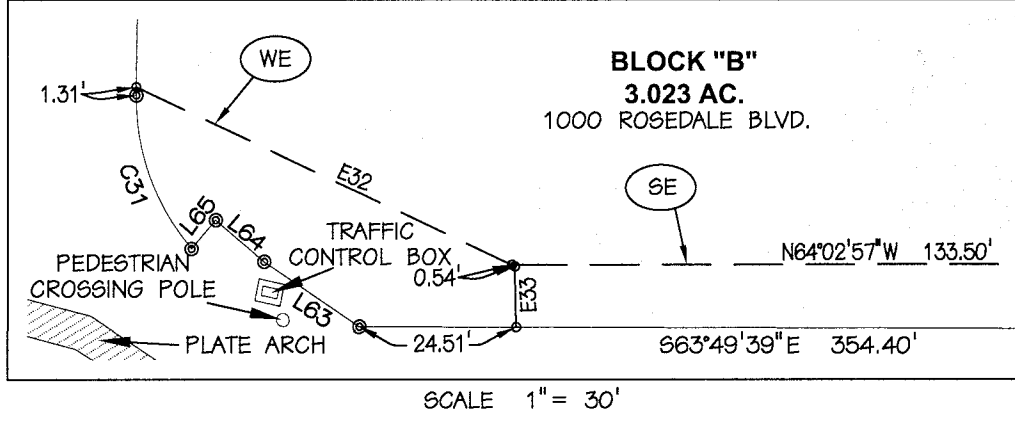
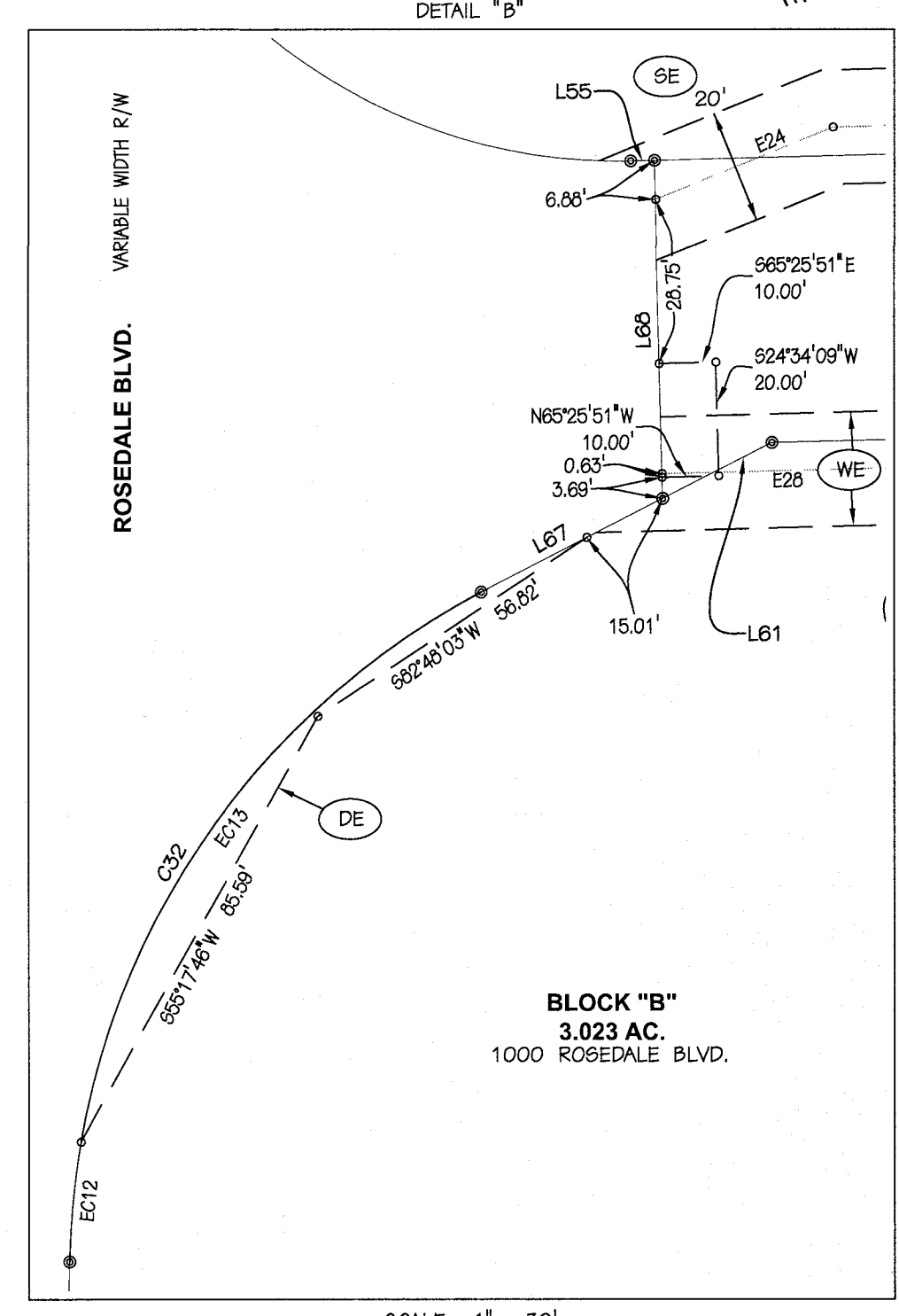
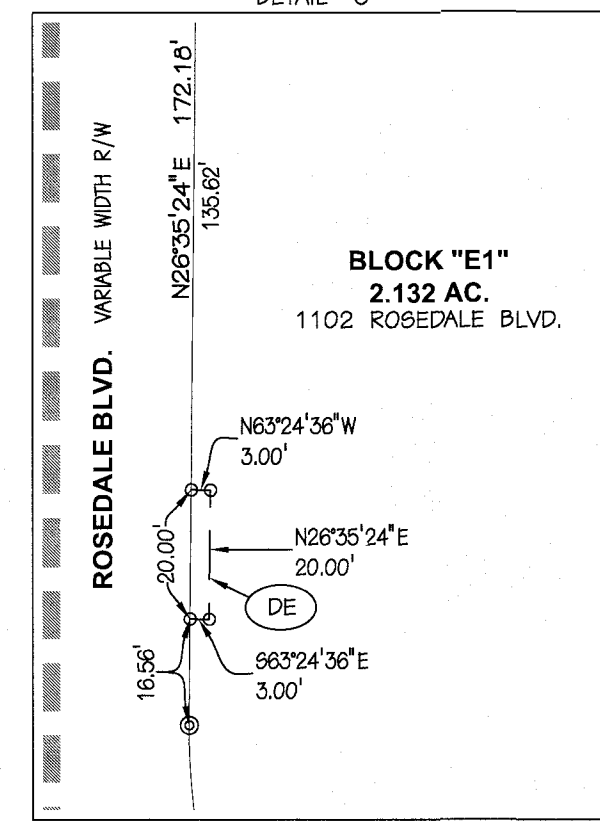
PLAT SHOWING
ROSEDALE
CITY OF LYNCHBURG, VIRGINIA
CITY FILE NO. D-2527



317 BROOK PARK PLACE, FOREST, VIRGINIA 24551
PHONE: 434-525-5985 FAX: 434-525-5986
E-Mail: pno@perkins-orrison.com WEBSITE: http://www.perkins-orrison.net



PARCEL ID: 23904005
N/F
BELLA ROSE PLANTATION, LLC.
INST# 140006166



EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
EC10	27.98'	300.00'	S66°29'04"E	27.97'	5°20'41"
EC11	39.56'	300.00'	S67°35'23"E	39.53'	7°33'19"
EC12	21.06'	135.00'	N31°34'29"E	21.06'	8°56'48"
EC13	123.74'	135.00'	N62°18'24"E	119.45'	52°31'03"

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C22	14.13'	210.00'	N89°18'21"W	14.13'	3°51'21"
C23	33.78'	75.00'	N78°19'56"W	33.49'	25°48'11"
C24	155.79'	97.00'	N19°25'14"W	139.58'	92°01'14"
C25	3.51'	44.50'	N48°08'40"E	3.51'	4°30'56"
C29	56.29'	125.00'	S78°19'56"E	55.82'	25°48'11"
C30	24.78'	143.33'	S66°32'17"E	24.75'	9°54'28"
C31	25.79'	35.00'	N05°59'43"E	25.21'	42°12'43"
C32	144.82'	135.00'	N57°50'00"E	137.98'	61°27'50"

EASEMENT LEGEND

- (DE) NEW PUBLIC DRAINAGE EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- (PDE) NEW PRIVATE DRAINAGE EASEMENT
- (SE) NEW PUBLIC SANITARY SEWER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- (WE) NEW PUBLIC WATER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG

SUBDIVISION APPROVED:

CITY ENGINEER, LYNCHBURG, VIRGINIA _____ DATE _____

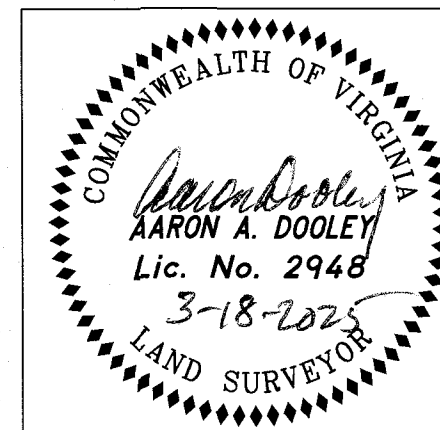
CITY PLANNER, LYNCHBURG, VIRGINIA _____ DATE _____

CITY MANAGER, LYNCHBURG, VIRGINIA _____ DATE _____

LINE TABLE		
LINE	BEARING	LENGTH
L48	S43°26'58"W	36.13'
L49	S16°44'41"W	161.26'
L50	S28°49'03"W	54.33'
L51	S01°12'59"E	19.32'
L52	S24°39'13"W	42.32'
L53	S21°28'08"W	17.00'
L54	N12°47'57"W	52.62'
L55	N65°25'51"W	4.22'
L56	N28°35'24"E	30.08'
L57	N07°41'17"E	27.78'
L58	N50°24'08"E	9.38'
L59	N50°55'09"E	1.20'
L61	N89°04'56"E	21.67'
L62	N54°59'34"W	109.75'
L63	N30°07'42"W	17.89'
L64	N23°42'12"W	9.99'
L65	S66°27'51"W	5.84'
L66	N27°06'05"E	89.24'
L67	N89°04'56"E	35.99'
L68	S24°34'09"W	59.32'

LEGEND

- IRON PIN FOUND
- ⊙ IRON PIN SET
- OVERHEAD UTILITY
- UTILITY POLE
- N/F NOW OR FORMERLY



REV:	3/16/2025
REV:	9/14/2023
DWN:	CD8
DATE:	4/19/2022
DWG:	V-9P-20161
JOB:	20161

PLAT SHOWING
ROSEDALE
CITY OF LYNCHBURG, VIRGINIA
CITY FILE NO. D-2527

GRAPHIC SCALE 1" = 100'

PERKINS & ORRISON
ENGINEERS ▲ PLANNERS ▲ SURVEYORS

317 BROOK PARK PLACE, FOREST, VIRGINIA 24551
PHONE: 434-525-5985 FAX: 434-525-5986
E-Mail: pno@perkins-orrison.com WEBSITE - http://www.perkins-orrison.net



AGENDA ITEM SUMMARY

MEETING DATE

May 13, 2025

PRESENTED BY

Alicia Finney, Clerk of Council

AGENDA ITEM # III.3

Hillcats Franchise Bid Review, Call, and Acceptance

RECOMMENDATION

Review bids received, call for further bids and accept a sole bid. This item will come before Council for action on May 13, 2025.

SUMMARY

The Lynchburg Hillcats baseball team is under new ownership and is seeking a new 15-year franchise agreement with the city, through the 2029 season, to allow the Hillcats to use public infrastructure (Bank of the James Stadium) to operate a minor league baseball team.

Under the proposed franchise, the city will collect annual rent, parking rights fee, naming rights fee, and local taxes (sales, meals, amusement) as a result of baseball operations. This revenue will support \$5.25M in up-front investment for improvements to the city-owned Stadium. The improvements are primarily fan experience amenities and required MLB stadium requirements. It also includes a \$150K annual maintenance reserve to ensure completion of basic maintenance needs and on-going compliance with MLB stadium requirements.

This agreement is contingent upon two other Council actions tonight. The first is an amendment to the city code to eliminate an exception to the city's amusement tax. The second is a budget amendment to add the \$5.25M capital improvement project to the city's FY 2025 CIP.

PRIOR ACTION(S)

Business Item Briefing (BIB) - April 8, 2025

FISCAL IMPACT

\$5.25M CIP project to improve the Bank of the James Stadium. \$150K annual maintenance reserve. \$7+M in city revenue over the next 15 years.

CONTACT(S)

Alicia Finney, Clerk of Council

ATTACHMENT(S)

1. Proposed Ordinance - Baseball Franchise for Hillcats Baseball, LLC

2. Proposed Franchise Agreement - Hillcats Baseball, LLC
3. Exhibit A
4. Proposed Performance Bond - Hillcats Baseball, LLC

REVIEWED BY



Alicia Finney, Clerk of Council

Date: May 07, 2025

AN ORDINANCE GRANTING HILLCATS BASEBALL, LLC, AN EXCLUSIVE FRANCHISE RIGHT TO USE THE CITY OF LYNCHBURG'S / BANK OF THE JAMES STADIUM (3180 FORT AVENUE, LYNCHBURG, VA 24501) FOR ITS BASEBALL GAMES, EVENTS, AND RELATED USES

ORDINANCE:

#O-25-_____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

ARTICLE I. AUTHORIZATION TO GRANT
A BASEBALL STADIUM FRANCHISE

1. That a franchise, as shown in that certain document entitled "A Baseball Stadium Franchise Agreement by and between the City of Lynchburg and Hillcats Baseball, LLC", dated April 1, 2025, is hereby approved, and Hillcats Baseball, LLC is granted an exclusive franchise right to use the City of Lynchburg's / Bank of the James Stadium (3180 Fort Avenue, Lynchburg, VA 24501) for its baseball games, events, and related uses as provided in the said agreement. Said agreement is expressly incorporated herein by reference.
2. That the City Manager, on behalf of the City of Lynchburg, is hereby authorized to execute all documents and take all actions necessary to effectuate the said franchise and agreement for the City of Lynchburg.

ARTICLE II. ADOPTION OF ORDINANCE

This Ordinance was duly adopted by the Council of the City of Lynchburg, Virginia on the _____ day of _____, 20_____, and shall be effective upon adoption.

Certified: _____
Clerk of Council

ARTICLE III. ACCEPTANCE / ACCEPTANCE OF FRANCHISE

By joining in this Ordinance through signature of its duly authorized representative, Hillcats Baseball, LLC hereby agrees to the entirety of the same as of its adoption date.

HILLCATS BASEBALL, LLC

By: _____

Printed Name: _____

Its: _____

State/Commonwealth/ _____ of _____, }

City/County of _____, *to - wit:* }

The foregoing instrument was acknowledged before me on behalf of Hillcats Baseball, LLC, by _____, its _____, on this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

My Registration No. _____

Affix Notary Seal:

**A Baseball Stadium Franchise Agreement
by and between the City of Lynchburg
and Hillcats Baseball, LLC**

Dated April 1, 2025

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CITY OF LYNCHBURG

BASEBALL STADIUM FRANCHISE AGREEMENT

THIS BASEBALL STADIUM FRANCHISE AGREEMENT (Franchise) is made and entered into as of April 1, 2025, by and between the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia (City) and HILLCATS BASEBALL, LLC, a Virginia Limited Liability Company d/b/a LYNCHBURG HILLCATS OF THE CAROLINA LEAGUE (Team), who are the sole parties to this Franchise.

WHEREAS, Hillcats Baseball LLC has purchased ownership and will operate a baseball team in the City of Lynchburg.

WHEREAS, that Team, The Lynchburg Hillcats, is a member of the Class A Advanced Carolina League of Minor League Baseball.

WHEREAS, Hillcats Baseball, LLC and the City desire that The Lynchburg Hillcats remain in the Carolina League and continue to play their home baseball games at Lynchburg City Stadium, Bank of the James Stadium (Stadium).

NOW, THEREFORE, WITNESSETH: that for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is mutually acknowledged, the City and the Team agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Franchise, the terms defined in this section shall have the meanings specified herein whether stated in the plural or singular.

Section 1.01. "BASEBALL SEASON" shall mean the period commencing April 1st of each full calendar year of this Franchise and ending on the date on which the Team's last home game is played during the same calendar year including any and all post-season competition, exhibition, play-off and All-Star games, pursuant to the Carolina League schedule.

Section 1.02. "CITY EVENTS" shall mean all events or activities held at the Stadium, except a Team Event or Team Special Event, under the auspices of the City including events coordinated with the City by an outside entity or promoter. The Virginia Commonwealth Games is such an event.

Section 1.03. "CITY STADIUM SERVICES" shall mean those services which are required for City Events at the Stadium. These services may include but are not limited to Food and Beverage Services and Team Stadium Services.

Section 1.04. "COMMON AREAS" shall mean all portions of the Stadium except the Team Areas as defined in Section 1.10 and any areas designated for City use.

Section 1.05. "FOOD AND BEVERAGE SERVICES" shall mean all food and beverage services required or appropriate for any and all events at the Stadium or its parking areas, including without limitation, dining, catering, vending and food and beverage service, through fixed and portable food and beverage service stands, vending machines, roving vendors, and snack bars at Food and Beverage Service Areas in the Stadium or its parking areas.

Section 1.06. "FOOD AND BEVERAGE SERVICE AREAS" shall mean all areas, together with improvements, fixtures and trade fixtures, which are used in connection with the operation of Food and Beverage Services in the Stadium or its parking areas, as described in Article V hereof.

Section 1.07. "GROSS REVENUE" shall mean all receipts from the sale of individual game or season tickets for Team Events and Team Special Events held at the Stadium, including all Sky Box rental and Food and Beverage Services income at Team Events and Team Special Events held at the Stadium, all parking revenue (if Team initiates a parking fee), advertising sales including, but not limited to, naming rights, outfield fence advertising, scoreboard message center

advertising sold by the Team, program advertising, program sales, the sale of Team merchandise by the Team or any agent of the Team, the sale of royalty and logo rights, the sale of radio, television, cablevision, movie, or other video rights, sponsorships, and any and all other fees and revenues generated from Team Events and Team Special Events excepting from such amounts only any state and local sales taxes and meals taxes applicable to such transactions. The City retains any revenue derived from City Events with the exception of food and beverages sold by HillCats Catering or third-party contractors or concessionaires under contract with HillCats Catering unless otherwise agreed by the City and Team. The City retains the right to provide its own food and beverages or use an outside caterer for any City Events that are not open to the public in place of Hillcats Catering or third-party contractors or concessionaires under contract with HillCats Catering.

Section 1.08. "REQUIRED UTILITIES" shall mean all required water, sewer, electric, cable television and gas services for the playing field, on-site parking lot and all other areas of the Stadium.

Section 1.09. "SCOREBOARD" shall mean the main electronic scoreboard and message center located inside the Stadium. Scoreboard may consist of areas for team scores, advertising and a video screen.

Section 1.10. "STADIUM" shall mean The Lynchburg City Stadium, Bank of the James Stadium, as shown on **Exhibit "A"**, including stadium lights, scoreboard, message board, City-owned concessions equipment, public address system, and other furniture and fixtures incident to stadium operations.

Section 1.09.01. "SKY BOX" shall mean the private fully furnished suites with outdoor balcony located on the upper level of the Stadium.

Section 1.09.02. "STADIUM BOX OFFICE" shall mean the physical space in the Stadium where tickets are sold for admission to games and events.

Section 1.09.03 "FIELD" shall mean the actual playing surface of the Stadium including dugout, bullpens, field lining, pitcher's mound, and bases.

Section 1.10. "TEAM AREAS" shall mean the Team administrative office area, locker room area, training area, press box area, dugouts, batting cages, ticket office, Team merchandise store area and all Sky Boxes in use during Team Events.

Section 1.11. "TEAM EVENTS" shall mean any Carolina League scheduled Team baseball game or other baseball-related event, such as practices or exhibition games, held at the Stadium by the Team with the approval of the City pursuant to Article XI, Section 11.02 hereof, other than a Team Special Event.

Section 1.12. "TEAM SPECIAL EVENTS" shall mean any events, other than Team Events, sponsored by the Team with City approval.

Section 1.13. "TEAM STADIUM SERVICES" shall consist of the following:

- a. Facility Services - shall mean the operation and staffing of the Stadium scoreboard, the public address system, the Stadium Box Office, all ticket booths, usher services, first-aid room, on-site and supplemental parking lot security services, the opening and closing of the Stadium, the operation of all Stadium utilities at all Team Events and Team Special Events.
- b. Field Maintenance - shall include, but not be limited to, maintenance of the playing field including without limitation, periodic mowing, watering, fertilizing and other chemical treatments required to maintain the field at professional stadium quality, sod replacement resulting from the use of the field, specialized turf care, such as aeration and other treatments which are required to maintain the quality of the field, and the maintenance of all unsodded areas of the field.
- c. Field Preparation - shall mean field preparation in advance of baseball games which shall include, but not be limited to, lining the field, preparation of the unsodded areas of the field, installation of bases, other such services needed to fully prepare the field for Team baseball games, and restoration of the field surface as required for uses of

the field other than baseball games.

- d. Janitorial Services - shall mean the cleaning and maintenance of all Team Areas and Common Areas during and after all Team Events, Team Special Events, and City Events held in the Stadium, including, but not limited to, the stocking of all restrooms with paper products as required prior to such events, the disposal of all trash collected from such areas immediately after such events, the pickup of all trash and debris from the on-site Team parking areas no later than 6:00 a.m. on the morning following such events and any needed clean-up of trash and debris from public areas surrounding the Stadium or such on-site parking areas as may be used by attendees of the Stadium. All Janitorial Services provided to the Team Areas and Common Areas shall include all action necessary to maintain the areas in a clean and attractive manner and in compliance with all legal requirements.
- e. Pre-Event Field Preparation - shall mean the preparation of the field for any Team Event or Team Special Event, as may be required for such event including, but not limited to, conversion of the playing field for other athletic events, installation of any supplemental seating equipment, installation of stage or platform equipment and/or temporary lighting which may be required for the event. Pre-Event Field Preparation shall be performed by the Team or, when necessary, by other parties under the supervision of the Team.

ARTICLE II

TERM OF AGREEMENT

Section 2.01. TERM. The term of this Franchise shall commence as of April 1, 2025, and shall be for a period of fifteen (15) years, ending with the conclusion of the 2040 Baseball Season.

Section 2.02. RENEWAL. At the beginning of the thirteenth (13th) year of the Franchise, the City and the Team shall enter into a discussion regarding renewal of the Franchise for an additional term of five (5) years under the same terms and conditions. However, the City or the Team may negotiate and request changes to the terms and conditions for such renewal that may be considered mutually beneficial and appropriate at that time. The renewal of the Franchise shall be approved by the Lynchburg City Council in accordance with applicable Virginia law.

ARTICLE III

TEAM USE OF STADIUM

Section 3.01. GRANT OF USE AND OPERATION RIGHTS. Subject to the provisions of Section 3.02, the City hereby grants to the Team the exclusive right to use the Stadium on the days scheduled for Team Events and Team Special Events during the term hereof and its renewal term, for and in consideration of the compensation payable by the Team to the City under Article VII hereof and the obligations assumed and undertaken by the Team hereunder. Subject to the terms and conditions of this Franchise, the City hereby grants to the Team, and the Team hereby accepts from the City, the rights and responsibilities herein set forth in and to the Stadium 'as is', 'where is', and without warranty. The Team shall not use the Stadium for any purposes other than those specifically set forth herein. This Franchise does not confer upon the Team any title, leasehold or other estate of any kind, or any interest in or to the Stadium, other than the rights pertaining to the Stadium set forth herein. The Team shall not have the power to, nor shall it attempt to, create or permit the creation or continuance of any lien, encumbrance or charge which is or might become a lien, encumbrance or charge against the Stadium, other than against Team personal property.

Section 3.02. RESERVATION OF RIGHTS BY THE CITY. All rights to occupy, use, enjoy or derive benefit from the Stadium, not expressly granted herein to the Team, are reserved by the City during the term hereof and any renewal term. Without in any way limiting or defining the extent of the reservation of this Section, the City expresses its intent to schedule athletic contests or other events at the Stadium and to retain revenues from City Events for the City's benefit with the exception of any food and beverages sold by Hillcats Catering or third-party contractors or concessionaires under contract with Hillcats Catering unless otherwise agreed upon by City and Team. The City retains the right to provide its own food and beverages or use an outside caterer for any City Events that are not open to the

public in place of Hillcats Catering or third-party contractors or concessionaires under contract with Hillcats Catering.

Section 3.03. USE FOR HOME GAMES. The Team agrees to play all its home games (estimated to be seventy-five (75) in number during a full Carolina League season) during its Baseball Season at the Stadium, beginning with the 2025 Baseball Season through the term of this Franchise. In addition to permitting the Team to use the Stadium for its home games during the Baseball Season including playoffs, the City shall permit the Team to use the Stadium for scheduled Team practices, tournaments, and when applicable, Carolina League All Star Game play on those dates approved by the City and the Team in accordance with the provisions of Article XI, Section 11.02 hereof. The Team shall be permitted to conduct promotional events before and after baseball games with all such events being scheduled pursuant to said Article XI, Section 11.02. During the term hereof, the Team will have access to all Team Areas in the Stadium and will be provided designated storage space during the Baseball Season and between Baseball Seasons at the Stadium. The City shall not be liable for any damages to or loss of any of the Team's property or the property of its employees, agents or volunteers. The Team, its employees, agents and volunteers in placing their property at the Stadium, do so at their own risk.

Section 3.04. STARTING TIMES FOR TEAM EVENTS AND TEAM SPECIAL EVENTS. No Team Event or Team Special Event shall be scheduled to start later than 8:30 p.m. or end later than 11:30 p.m. on Sunday through Thursday, and 12:00 a.m./midnight on Friday or Saturday, without the prior written approval of the City. In the case of a Team double header baseball game, this Section shall not preclude the second game from being played upon the completion of the first game nor preclude completion of a game following a rain or fog delay or completion of a game that has gone into extra innings. In the event that a game is still in progress after the above stated end times, special actions shall be taken to reduce noise originating in the Stadium, including minimizing the use of the public address system to only essential announcements.

Section 3.05. FIREWORKS. Fireworks shall only be allowed as permitted by the City Fire Marshal, with the following restrictions: (1) fireworks shall not be shot from or in such a way as to damage the artificial turf field in the adjacent football stadium, (2) no excessively loud, "cannon" type fireworks shall be used, (3) fireworks displays shall be limited to Friday and Saturday evenings and, (4) opening day or night as well as the night before or day of Memorial Day, Juneteenth, Independence Day, Labor Day, and two (2) additional days as agreed upon by the City and the Team. No fireworks show shall commence after 10:00 p.m., unless there has been a rain or fog delay or the game has gone into extra innings, in which case the fireworks show shall commence no later than 10:30 p.m.

Any trash or debris from a fireworks display shall be removed from the Stadium and its field within twelve (12) hours of the conclusion of the display. The Team will be responsible for repairing, or paying for repairs to any damage to the artificial turf or Stadium resulting from a fireworks display.

Section 3.06. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES. In its management, occupancy or use of the Stadium, the Team shall not permit the violation of any applicable federal, state and City laws, regulations, codes or ordinances, whether currently in force or subsequently adopted that may apply to the Team's use of the Stadium.

Section 3.07. REPAIR OF DAMAGE. In its management, occupancy or use of the Stadium, the Team shall not permit the structure to be damaged by its use or neglect. Any damage caused by the use of the Stadium shall be promptly reported to the City and will be repaired at the Team's expense by the City in an acceptable workmanlike manner, with the damaged portion of the structure restored to its original condition prior to such damage and in compliance with all of the applicable zoning, fire code, building and health department statutes, ordinances, rules and regulations. Such expenses shall be paid by the Team within thirty (30) days of a written request by the City.

Section 3.08. MODIFICATIONS TO STRUCTURE. The Team shall not make any material structural modifications to the Stadium without the prior written approval of the City. The Team shall be solely responsible for the cost of any structural modifications, must comply with federal, state and local building codes, regulations and ordinances in making such modifications, and any structural modifications the Team makes to the Stadium will become the property of the City.

Section 3.09. COMPLIANCE WITH OCCUPANCY LIMITATIONS. In its management, occupancy, or use of the Stadium, the Team shall not permit the Stadium occupancy limitations to be exceeded. The use of temporary seating and/or seating in areas other than those areas designated as permanent seating areas or in such supplemental seating

areas as may be designated by the City, is subject to the prior approval of the City.

Section 3.10. ADMINISTRATIVE OFFICE AREA. In consideration of the Team playing its home games at the Stadium during its Baseball Season, and providing City Stadium Services as provided herein and to facilitate the provision of such services, office space in the Stadium, along with batting cage facilities, will be provided for the use of the Team on a year-round basis while this Franchise is in effect. All furnishings and equipment required for such space(s) shall be the sole responsibility of the Team. The Team shall provide all Janitorial Services required for the office space and adjoining non-public restrooms and batting cages and shall maintain such areas in a clean condition at all times. Upon reasonable prior notice to the Team, the City may inspect the areas. Upon termination of this Franchise, the Team shall surrender possession of the areas to the City in the same condition as received, normal wear and tear excepted.

Section 3.11. TEAM MERCHANDISE SALES STORE. The Team shall have the right, on a year-round basis, to use the merchandise sales store in the Stadium for sale of the Team merchandise items.

Section 3.12. TEAM AREA FURNISHINGS. The Team shall be responsible for the provision of all furnishings required for its utilization of the Team Areas, including washers and dryers and vending machines, except for any lockers permanently installed in such areas by the City.

Section 3.13. IMPROVEMENTS. The Team shall make no improvements in the Team Areas or any portion of the Stadium without the prior written approval of the City. The Team shall be solely responsible for the cost of any improvements, must comply with federal, state, and local building codes, regulations, and ordinances in making such improvements, and any improvements the Team makes to the Stadium will become the property of the City.

Section 3.14. WASTE OR NUISANCE. The Team shall not commit or permit any waste on or about the Stadium while this Franchise is in effect nor shall it maintain, commit or permit the maintenance or commission of any nuisance on or about the Stadium or use the Stadium or Team Areas for any unlawful purposes.

ARTICLE IV

STADIUM OPERATION AND SERVICES

Section 4.01. TEAM STADIUM SERVICES. The Team will provide all Team Stadium Services required for Team Events and Team Special Events held in the Stadium and will retain, employ, compensate, train and manage sufficient numbers of polite and well-groomed personnel to provide such services in a high quality and professional manner while this Franchise remains in effect.

Section 4.02. COMMUNITY RELATIONS. The Team agrees to work in good faith with the City to develop programs to minimize the adverse impact of the Stadium's operation on the neighborhoods in which the Stadium is situated or which are directly affected by the Stadium.

Section 4.03. CITY STADIUM SERVICES. The Team shall provide the City with City Stadium Services as required for all City Events held in the Stadium. The cost of said services shall not exceed the actual cost for such services to the Team during such City Events and shall be calculated and accounted for on the basis of each separate City Event with the assessment of costs for such services to be in accordance with the schedules for such services as provided for in Article IV, Sections 4.04 and 4.05 hereof. Notwithstanding the provisions of this Agreement relating to City Stadium Services, if the Team is in default under the terms of this Franchise and the applicable period of time, if any, for curing such default has passed, the City expressly reserves the right to assume management and operating responsibility for City Events at the Stadium upon reasonable prior notice to the Team.

Section 4.04. SCHEDULE OF SERVICES AND COSTS. The Team and the City, prior to the commencement of each Baseball Season, shall adopt a Schedule of Services and Costs to be utilized in the assessment of costs for City Events and events sponsored by a promoter or outside entity. The costs of such City Stadium Services shall be reimbursed to the Team within thirty (30) days of the submission of an appropriate invoice to the City, outside entity or promoter.

Section 4.05. CITY STADIUM SERVICES & SCHEDULE OF SERVICES AND COSTS. The cost of City Stadium Services shall be assessed in accordance with the Schedule of Services and Costs, which shall be approved in writing by the Team and City upon the expiration of the prior year's Schedule of Services and Costs, or upon such later date as agreed to by the parties. At no time will the charges in such schedule or subsequent schedules agreed upon exceed

the actual costs of providing such services by the Team. The schedule shall be reviewed and modified, upon the agreement of the parties, if necessary, prior to the start of each Baseball Season during the term of this Franchise.

Section 4.06. PROMOTION OF THE CITY OF LYNCHBURG. The Team agrees that it will actively promote the tourism attributes and attractions of the Lynchburg region and will work with the City's Department of Economic Development and Tourism to promote the development and success of athletic activities in the Lynchburg region, including, but not limited to, the Virginia Commonwealth Games.

Section 4.07. QUALITY OF TEAM STADIUM SERVICES AND CITY STADIUM SERVICES. Team Stadium Services and City Stadium Services by the Team shall be provided in a manner to promote the use of the Stadium, attract the public to Team and City events scheduled at the Stadium, and shall be of acceptable quality consistent with the standards required of a professional Minor League Baseball facility. Should the quality of services be unacceptable to the City, notice shall be provided to the Team and the Team shall have thirty (30) days to improve the quality of such services. The City reserves the right, subsequent to the passage of said thirty (30) day period, to undertake corrective action with its own resources and invoice the Team for the cost of such corrective action. The cost shall be paid by the Team within thirty (30) days of receipt of such invoice. This Section does not authorize the City to retain, terminate, supervise, or take other direct actions relating to the employees of the Team.

Section 4.08. STADIUM OPERATION SERVICES. Such services shall include the retention, employment, compensation, training and management of the required personnel for the provision of City Stadium Services for City Events, coordination with the food and beverage staff pursuant to the Food and Beverage Services Agreement referred to herein at Article V, Section 5.01 hereof, and the monitoring of all elements of required City Stadium Services as described in Article I, Section 1.03 hereof.

Section 4.09. OPERATION OF STADIUM BOX OFFICE. The Team, in addition to providing ticketing services for all of its home Baseball Season games, shall operate the Stadium Box Office during home Baseball Season games and at other times to conduct advance ticket sales for Team Events. The Team shall provide all Janitorial Services required for the Stadium Box Office and shall maintain it in a clean condition at all times.

The City shall have the right to operate the Stadium Box Office during City Events and shall leave it in a better or same condition as it was found.

Section 4.10. EVENT SECURITY SERVICES. The Team will be responsible for providing security for all Team Events and Team Special Events where the public is in attendance and shall hire a minimum of one (1) uniformed off-duty City of Lynchburg Police Department law-enforcement officer. More law-enforcement personnel may be required at the direction of the Chief of Police of the City. Should, for any reason, off-duty City of Lynchburg Police Department law-enforcement officers be unavailable for such employment as required herein, other appropriate security officers, provided the same are reasonably approved by the Chief of Police of the City, may be hired by the Team. There shall be at least two (2) such officers employed at each Thursday, Friday, and Saturday Team baseball game held at the Stadium as well as any Sunday, Tuesday, and Wednesday games if attendance is expected to be in excess of 750 attendees. The number of officers provided at Team promotional events, other Team Events, Team Special Events, and City Events shall be adequate for the security of those persons attending the particular event and the provision of security for the Stadium and its contents, including all on-site parking lots. If Team employees are utilized for such purposes, they shall be uniformed and equipped with appropriate radio communications equipment. The officers or other security personnel shall be directed to be at the Stadium no later than one-half hour prior to its opening to the public and until at least one-half hour after the Stadium is closed to the public. When necessary, the Team, through a designated security representative, shall consult with the Chief of Police of the City, or the Chief's designee, to determine the adequacy of intended security for Team Events, Team Special Events, and City Events. The quality of the services provided for in this Section shall be expressly subject to the notice and substitute performance rights reserved to the City generally under Article IV, Section 4.07 hereof. In addition, any private security personnel utilized by the Team shall be considered as employees or independent contractors of the Team and in no manner considered or construed to be employees or agents of the City.

Section 4.11. CITY NOTICE TO TEAM OF REQUESTED LEVEL OF FACILITY SERVICES. The City shall, in advance of each City Event held in the Stadium, complete a memorandum of understanding with the Team with details for the City Event and what support services are needed from the Team within thirty (30) days of the scheduled event.

Section 4.12. FIELD RESTORATION COSTS AND DAMAGE TO THE FIELD. All costs of field restoration required as a result of damage to the field shall be borne by the party scheduling the event causing the damage to the field and shall be payable as an element of either Team Stadium Services or City Stadium Services as the case may be.

Section 4.13. NO SMOKING FACILITY. The Stadium shall be designated and operated as a non-smoking facility, with the exception of certain designated smoking areas separate from Stadium seating, and no tobacco, electronic cigarette or vaping products, shall be sold or marketed therein.

Section 4.14. PROHIBITION AGAINST FOOD AND BEVERAGES BEING BROUGHT INTO THE STADIUM. The City shall post signs in appropriate locations in the Stadium which shall prohibit patrons from bringing any food or beverages into the Stadium for Team Events, Team Special Events, and certain other events.

Section 4.15. PUBLIC ADDRESS ANNOUNCEMENTS REGARDING CITY AND CITY EVENTS. The Team agrees to make appropriate public address announcements and announcements on the Scoreboard message center in regard to future City Events to be held in the Stadium and/or other City facilities not scheduled for the same time as any Team Events or Team Special Events.

ARTICLE V

FOOD AND BEVERAGE SERVICES

Section 5.01. GRANT OF EXCLUSIVE LICENSE TO TEAM. The City hereby grants to the Team an exclusive food, beverage, and team merchandise license, except as otherwise provided for in Article V, Sections 5.06 and 5.07 herein, permitting the sale of food and beverages from those areas of the Stadium designated for the same by the City and the Team while this Franchise is in effect. The grant of this exclusive license includes the right of the Team to provide Food and Beverage Services in the said areas, either directly or by entering into a Food and Beverage Services Agreement granting a license to operate the same and certain merchandise sales to such professional Food and Beverage Services third-party contractors or concessionaires as may be acceptable to the Team and reasonably approved by the City. The aforesaid described exclusive license shall remain in effect while this Franchise remains in effect, but shall terminate when this Franchise terminates.

The City reserves the right to contract with outside vendors for Food and Beverage Services at City Events held outside of the Stadium, in the parking lot or other open areas.

Section 5.02. CITY APPROVAL OF TEAM FOOD AND BEVERAGE SERVICES CONTRACT. The Team shall advise the City when it intends to enter into a Food and Beverage Services Agreement. The material terms of such Food and Beverage Services Agreement shall include food products liability coverage comparable to the coverage required in Article XII, Section 12.04 hereof. Such agreement shall be approved by the City in writing, and the material provisions of said agreement shall not be modified except with the prior written approval of the City. Should the Food and Beverage Services Agreement be terminated, the Team shall have the right to provide Food and Beverage Services and certain merchandise sales as described in the agreement either directly or through a Food and Beverage Services Agreement entered into with another professional Food and Beverage Services third-party contractor or concessionaire with the selection being subject to the written approval of the City. If the Team undertakes the self-operation of Food and Beverage Services, the Team shall provide the same level of quality service and price provided at first-class professional baseball facilities. In the event the Team enters into a Food and Beverage Services Agreement with a third-party contractor or concessionaire, such contractor or concessionaire shall be experienced in such services.

Section 5.03. FOOD AND BEVERAGE SERVICE AREA JANITORIAL SERVICES. Janitorial Services to the areas designated for Food and Beverage Services shall be provided (i) pursuant to the Food and Beverage Services Agreement entered into by the Team, if any, or (ii) by the Team directly.

Section 5.04. MENU AND PRICE LIST. The menu and price list of food and beverages to be sold in the Stadium shall be provided and posted by the Team. Prices should be comparable to other Minor League Baseball parks in the Carolina League.

Section 5.05. TEAM MERCHANDISE ITEMS. The City hereby grants to the Team the right to sell Team merchandise items from those areas designated for the same by the Team and the City. The Team shall provide all Janitorial Services required for such areas and shall maintain such areas in a clean condition at all times.

Section 5.06. CONCERT AND OTHER ENTERTAINMENT MERCHANDISE. The Team and the City acknowledge that the sale of concert and other entertainment merchandise may be conducted through either (i) the City directly, during City Events scheduled under Article XI, Section 11.03 hereof, (ii) the Team during Team Special Events, or (iii) the event promoter or organizer. Such sales shall be from areas other than those areas designated for the sale of Team merchandise items unless the Team otherwise approves of the use of such areas, which approval shall not be unreasonably withheld, conditioned or delayed. The Team shall have the right to approve the sale of such merchandise items in advance of their sale which approval shall not be unreasonably withheld, conditioned, or delayed, and which approval shall be directed solely to assuring that the merchandise items sold are not substantially similar to Team merchandise items. The Team shall have no responsibility for the collection and payment of any sales taxes due or payable incidental to such sales.

Section 5.07. COMPLIANCE WITH STATE AND LOCAL RULES AND REGULATIONS. The Team shall assure that the areas designated for Food and Beverage Services are operated in a clean and healthy manner and in compliance with all rules, regulations, statutes and ordinances, whether currently in force or subsequently adopted/enacted that may apply to the Team's use of such areas.

Section 5.08. COMPLIANCE WITH STATE ALCOHOLIC BEVERAGE STATUTES AND REGULATIONS. The Team shall assure that the provision of Food and Beverage Services complies with all statutes and regulations concerning the sale of alcoholic beverages. The compliance of the areas designated for Food and Beverage Services with all statutes and regulations concerning the sale of alcoholic beverages shall be the sole responsibility of the Team.

Section 5.09. LICENSES AND PERMITS. The Team shall obtain and maintain all licenses and permits which may be required by the Commonwealth of Virginia, the City, or any other governmental agency or body for the use, operation or management of the Stadium. The Team shall at all times observe all rules and regulations pertaining to such licenses and permits and avoid any loss or suspension thereof. The Team shall assure that all applicable state and/or local permits and licenses for the provision of Food and Beverage Services in the Stadium will be obtained either directly or, during the period of the Team's agreement with its experienced third-party contractors or concessionaires, by said contractors or concessionaires, for the provision of Food and Beverage Services.

Section 5.10. QUALITY OF FOOD AND BEVERAGE SERVICES. The Team acknowledges that the provision of high-quality Food and Beverage Services in a manner pleasing to the public is of utmost importance to the overall success of the Stadium and events held in the Stadium. The Team shall make all reasonable efforts to assure that food is of high quality and consistent with the goals of the Team and the City to enhance attendance at all events held in the Stadium.

Section 5.11. BEVERAGES IN BOTTLES, GUM AND TOBACCO PRODUCTS. In the provision of Food and Beverage Services either directly by the Team or through its third-party contractors or concessionaires, no beverages in glass bottles, gum, tobacco, electronic cigarette or vaping products, fireworks, magic markers, silly string and other nuisance items or items prohibited by applicable law or City ordinance will be sold in the Stadium.

Section 5.12. USE OF STADIUM PICNIC AREA. Picnic areas in the Stadium, as designated by the City and the Team, may be utilized for casual dining services during any Team Event or Team Special Event.

Section 5.13. LOCAL VENDORS. The Team, directly and/or in its relationship with Food and Beverage Services third-party contractors or concessionaires, may, and is encouraged to, permit appropriate licensed local food and food service supply vendors to sell and/or supply their existing products having a local reputation within the Stadium during events.

ARTICLE VI

ADVERTISING, MARKETING AND BROADCAST RIGHTS

Section 6.01. TEAM MARKETING RESPONSIBILITIES. The Team shall market and enter into contractual arrangements for the use of those areas of the Stadium designated as Sky Boxes and for the provision of advertising space on the outfield advertising wall or fence and the Scoreboard message center. The Team shall additionally be responsible for marketing internal and concourse Stadium advertising which may be available during the term of this Franchise. All advertising shall be in good taste and consistent with the overall goals of the Team and the City to provide family entertainment through baseball and other athletic and recreational events at the Stadium. No tobacco advertising shall be permitted at any time. In no event shall the Team or the City, except in connection with the sale of any naming rights, locate any advertising upon the exterior or roof of the Stadium. Advertising may be placed by the Team in all suitable areas within the interior of the Stadium. The Team shall retain all advertising revenue, including outfield advertising and scoreboard advertising, as part of its Gross Revenue. The installation of any new exterior mounted digital message board or billboard and its content is subject to City approval.

Section 6.02. IMPROVEMENTS TO SKY BOX AREAS. The Team or the Sky Box licensee may make improvements, such as furniture, fixtures and finishes to the Sky Box areas. Furniture, fixtures and finishes shall remain the property of the Team or the licensee and be removed at the end of their agreement. No furniture, fixtures or finishes may be permanently affixed to the Sky Boxes other than the hanging of pictures, without City approval. Team or Licensee will be responsible for the cost to repair or restore any areas of the Sky Boxes as a result of their installation of furniture, fixtures or finishes. Any structural or mechanical system changes shall be subject to prior written approval of the City and such changes shall become part of the Stadium and the property of the City.

Section 6.03. TEAM SALE OF SCOREBOARD MESSAGE CENTER ADVERTISING FOR TEAM EVENTS. The Team shall have the right to sell Scoreboard message center advertising to be displayed at Team Events to be held at the Stadium. The sale of Scoreboard message center advertising for such events shall not preclude the City from the advertising of future City Events to be displayed at no cost to the City. All revenues generated by the sale of such advertising by the Team shall be the property of the Team. The cost of providing staffing for the Scoreboard message center shall not be an element of City Stadium Services. The City reserves the right to use the Scoreboard message center for City Events and to promote the City for municipal, tourism, and economic development purposes.

Section 6.04. EXCLUSIVE BROADCAST RIGHTS. The Team shall have the exclusive right to (i) broadcast, televise and cablecast all Team Events and Team Special Events held in the Stadium while this Franchise is in effect, and (ii) to retain all income and revenue generated by such broadcast rights.

ARTICLE VII

COMPENSATION PAYABLE BY THE TEAM TO THE CITY

Section 7.01. TEAM GROSS REVENUE. The Team will retain all Gross Revenue from Team Events and Team Special Events.

Section 7.02. ANNUAL RENT. The Team, without notice or demand, on or before April 1st of each year this Franchise is in effect, shall pay to the City \$132,500 as annual rent ("Annual Rent"). The Annual Rent will increase each year by the actual CPI for the City of Lynchburg, Virginia area.

Section 7.03. SALES AND MEALS TAX. The City will retain all sales and meals tax revenue generated by Team Events and Team Special Events.

Section 7.04. ADMISSIONS TAX. The City will retain all admissions tax revenue generated by Team Events and Team Special Events from the sale of tickets. The current Admissions Tax for the City of Lynchburg is 7%, and it may be subject to modification by the Lynchburg City Council. In the event the Admissions Tax is increased, the additional revenue generated above the previous 7% rate will be added to the Repair, Replacement and Maintenance Funds described in this Franchise.

Section 7.05. NAMING RIGHTS REVENUE. The Team, on or before April 1st of each year this Franchise is in effect, shall pay to the City an annual Naming Rights Fee of \$25,000. The Team will have the right to sell Naming

Rights to the Stadium and retain 100% of the revenue. The Team is responsible for all associated commissions and fulfillment expenses. All Naming Rights shall be in good taste and consistent with the overall goals of the Team and the City to provide family entertainment through baseball and other athletic and recreational events at the Stadium. Naming Rights associated with tobacco products shall not be permitted at any time.

ARTICLE VIII

FACILITY MAINTENANCE

Section 8.01. FACILITY MAINTENANCE. The City agrees to furnish the Team with a field that is in playable condition. The Team will maintain the Stadium turf and facilities as set forth in this Franchise.

Section 8.02. ONE-TIME CAPITAL IMPROVEMENTS. The City agrees to fund up to \$5.25 Million in one-time capital improvements to the Stadium inclusive of all project costs to include all Architectural and Engineering fees and any other fees associated directly therewith. Improvements are intended to take place in the first two (2) years of this Franchise, if possible. The Team will have the right to make recommendations for improvements to the City and to make such procurements subject to City approval. All improvements to the Stadium will be and remain the property of the City. The City will pay all invoices. In the event the City approves the Team paying an invoice, the Team will invoice the City only after satisfactory completion of work, as determined by the City. The City will then have thirty (30) days after receipt of an invoice to pay the Team.

Section 8.03. STRUCTURAL AND SYSTEMS MAINTENANCE. Routine maintenance, operation and repair of all structural components of the Stadium and all heat, ventilating, air conditioning, plumbing and electrical systems shall be the responsibility of the City. The Team shall follow City procedures to request maintenance and repairs, and the City shall have sole authority over scheduling repairs depending on staff levels and funding. The Team shall be responsible for repairs caused by abuse, neglect, damage, and/or vandalism by its employees, umpires, concessionaires, agents, Stadium opponents or attendees during Team Events or Team Special Events. The City shall make necessary repairs and invoice the Team for these repairs. The City shall not be responsible for any loss of revenues to the Team resulting from a building systems failure. Requests for payments hereunder shall be fulfilled within thirty (30) days of a request.

Section 8.04. CUSTODIAL SERVICES. The Team shall be responsible for the routine daily cleaning of the clubhouse, office areas, non-public restrooms and other administrative areas. The Team shall also be responsible for cleaning the public restrooms, Common Areas, seating areas, picnic areas, and clubhouse after each Team Event or Team Special Event. The Team will furnish sufficient equipment and supplies such as soap, paper products and cleaning supplies that are needed for its own use, visiting teams and the general public. The Team is responsible for the removal of all trash and debris from the site in accordance with all applicable regulations and City ordinances. All areas shall be maintained in a clean and attractive manner and in compliance with all applicable legal requirements. The City shall perform heavy cleaning, including, but not limited to, washing windows and walls, stripping floor tile, and shampooing carpet in all areas of the Stadium during the off season.

Section 8.05. ON-SITE PARKING AREA CLEAN-UP. The Team shall be responsible for picking up all trash, broken glass, etc., in the Stadium parking area and on street parking in surrounding neighborhoods by 9:00 a.m. the morning following a Team Event or Team Special Event. Should these services not be completed by that time, and upon reasonable notice to the Team, the City reserves the right to conduct such services and invoice the Team for services provided. Requests for payments hereunder shall be fulfilled within thirty (30) days of a request. The City shall be responsible for the onsite parking area cleanup for all City Events and subject to City approval, the Team may provide this clean-up for City Events and invoice the City for services provided if necessary.

Section 8.06. EMERGENCY REPAIRS. The City will provide emergency repair services to the Stadium after the City's normal operating hours. The Team shall follow the City's procedures to request these services. To request emergency repairs after hours, the Team should call Lynchburg Emergency Communications with the nature of the request and duty personnel will be contacted to respond. In order to keep the City's overtime costs to a minimum, the Team shall reserve the request of this service for extreme emergencies, including, but not limited to, failure of building systems that would cause the cancellation of an event, structural damage to the facility or a threat to the life safety of the public or employees.

Section 8.07. EXTERIOR SITE AND FIELD MAINTENANCE. The City shall be responsible for routine maintenance of the grounds and landscaping surrounding the Stadium. The City's responsibility shall include mowing,

landscape maintenance, including the replacement of trees and shrubs, and parking lot maintenance and repair.

The Team shall provide daily routine maintenance for the field, including, but not limited to, mowing the infield and outfield, spot seeding, watering, all infield maintenance, marking, trash pick-up, edging infield, and repairing damage to the field due to Team Events or Team Special Events. All field maintenance practices or enhancements used by the Team are subject to prior written approval by the City and shall meet professional baseball standards. The Team shall be required to provide all tools and equipment necessary to perform field maintenance. The Team shall supply marble dust, red clay, "weblight", sand, and any other specialized field materials. The Team shall purchase and handle field covers at its own effort and expense.

The Team shall provide broad leaf weed control, pre-emergent herbicide applications, seed, and fertilizer and shall perform periodic activities beyond routine daily maintenance such as aerating, overseeding, and warning track renovation. All pesticides shall be applied, stored, and disposed of in accordance with all applicable regulations.

Section 8.08. LONG-TERM FIELD MAINTENANCE. The City's written consent shall be necessary prior to the Team's undertaking of a major turf replacement. In the event of a major turf replacement, the Team shall submit a report to the City, specifying in detail the nature and cause of the damage to the turf and the cost of replacement. Sod removal and/or replacement necessitated by the conversion of the Stadium's field for athletic events or resulting from damage to the field occurring at Team Events, Team Special Events, or City Events, shall be handled pursuant to Article IV, Stadium Operation and Services, of this Franchise. Field renovation would qualify as a capital expense to be funded from the capital reserve as outlined in Article VIII, Section 8.13 hereof.

Section 8.09. SITE SECURITY. The Team assumes full responsibility for the security of those portions of the Stadium it occupies and/or uses pursuant to the terms of this Franchise and it is understood that any property placed at the Stadium is so placed at the risk of the owner. The City shall not be responsible for any loss of or damage to property which the Team, any of its players or any visiting team may sustain at the Stadium, regardless of how such loss or damage occurs. The Team is expressly prohibited from using the football field or the running track adjacent to the Stadium without the City's approval.

Section 8.10. LIGHT BULB REPLACEMENT. The Team will be responsible for all light bulb replacement in the interior and exterior of the Stadium while this Franchise is in effect, excluding field lights. The City agrees to maintain field lights at or above Minor League Baseball standards.

Section 8.11. MAINTENANCE OF ELECTRONIC SCOREBOARD, PUBLIC ADDRESS SYSTEM, AND ELECTRONIC MESSAGE BOARD. The Team shall be responsible for the maintenance and repair of the Scoreboard, the electronic message board, and the public address system. Upon termination of this Franchise, the public address system, the Scoreboard, and the electronic message board will remain the property of the City. Any manuals, software, or records relating to the operation of this equipment shall be given to the City. If Team elects not to use any of the \$5.25M in capital improvements for a new Scoreboard and new electronic message board, then the Team, not the City, will pay the cost for any replacement Scoreboard or major repair of the current Scoreboard during the term hereof.

Section 8.12. REPLACEMENT OF CAPITAL ITEMS. While this Franchise is in effect, the Team shall replace as necessary all capital items that are not the responsibility of the City under the provisions of this Franchise consistent with the provisions of Article VIII, Section 8.13 hereof, including the Scoreboard and the electronic message board. The City shall undertake to pursue its remedies under any warranties for all capital items and original construction. Any recoveries realized shall be reimbursed to the Team to the extent the Team has incurred expenses under this Section. The City shall be responsible for scheduling all Capital Improvement Projects related to the Stadium including the Scoreboard, the electronic message board, and the public address system depending on available funding. Requests for payments hereunder shall be fulfilled within thirty (30) days of a request.

Section 8.13. REPAIR, REPLACEMENT AND MAINTENANCE FUND. The City will establish a \$150,000 annual reserve account, to be maintained by the City, for mutually agreed upon expenditures of a capital nature such as repair, replacement, maintenance and improvements of the Stadium structural elements and associated equipment. Subject to City approval, Funds may be used for repairs and replacement in Sky Boxes and a new Scoreboard. Capital expenditures shall consist of those items having an initial cost in excess of \$10,000 and which are required to be assigned a useful life in accordance with Internal Revenue Service rules and guidelines for amortization purposes. The funds will roll over each year with any excess funds added to the \$150,000 in the following year. In the event the spending should exceed \$150,000 in any year, then any savings in other years will be used to offset any years overages.

Section 8.14. MLB OR CAROLINA LEAGUE REQUIRED OR MANDATED IMPROVEMNENTS. The City will make its best efforts to include these in the “Repair, Replacement and Maintenance Funds” as listed in Section 8.13 above. If any Major League Baseball (“MLB”) or Carolina League required or mandated improvements result in the “Repair, Replacement and Maintenance Funds” exceeding \$150,000 in any given Baseball Season, the overage amount will be shared equally between the City and the Team.

Section 8.15. PDL TERMINATION. In the event that MLB terminates the license agreement with Lynchburg and the team desires to change from a natural grass field to Artificial Turf, the City and the Team agree to address the issue of sharing costs of repairing or converting the field in the next or renewed franchise.

ARTICLE IX

UTILITIES

Section 9.01. ELECTRICAL, WATER, SEWER, CABLE SERVICE. The City shall be responsible for providing and funding all utilities at the Stadium, including electricity, water, and sewer. Where able, the City shall also provide a cable television drop for free basic cable service as part of a local cable franchise held by the City. Cable service above and beyond this free service is the responsibility of the Team. The Team shall responsibly consume the utilities provided to keep the cost to the City at a minimum.

ARTICLE X

TEAM SUPPLIED EQUIPMENT

Section 10.01. TEAM SUPPLIED EQUIPMENT. The Team shall provide, at its sole cost and expense, the following items (the "Team Supplied Equipment"): all equipment necessary for Food and Beverage Services, other than currently existing City-owned equipment; Batting Cages apparatus; the furniture and office equipment for the areas designated for ticketing, merchandise sales, Press Box, and administrative offices; and any other Team equipment necessary for its operations. If any Team Supplied Equipment is removed by the Team, the Team shall repair and restore, at its sole cost and expense, any damage caused by its removal.

ARTICLE XI

SCHEDULING

Section 11.01. AGREEMENT OF THE PARTIES. The Team and the City agree that all scheduling for events in the Stadium will be coordinated in a fashion to maximize the beneficial use of the Stadium by the City and the Team.

Section 11.02. SCHEDULING TEAM EVENTS. By October 1st of each year, the City and the Team shall mutually and reasonably approve all Team Special Events and Team Events to take place at the Stadium during the succeeding calendar year. The Team shall have priority in the selection of its home Baseball Season dates, tournament game dates, and Carolina League All-Star game dates, if applicable, and will be provided (number to be determined) rain dates during the home Baseball Season prior to the scheduling of City Events during the Baseball Season.

Section 11.03. SCHEDULING CITY EVENTS. No later than October 1st of each year while this Franchise is in effect, the City will provide to the Team a listing of those City Events which are priority events for purposes of scheduling during the Baseball Season. In no case shall the City preempt the Team's Baseball Season with a single or multi-day event. The Team shall submit its approved home Baseball Season schedule to the City as soon thereafter as such schedule is approved by the Carolina League and Major League Baseball. Any dates reserved for post-season play by the Team shall be released and canceled on the schedule from the time that the Team is mathematically eliminated from post-season competition.

The Team shall notify the City of requested dates for Team Special Events no later than October 1st of each calendar year. The balance of the events scheduled at the Stadium shall be scheduled with conflicts in requested dates being resolved by the parties on the basis of the following criteria:

- (a) The date the request was received by the City or Team, as the case may be;

- (b) The requested event's ability to maximize the productive long-term use of the Stadium; and
- (c) The goal of the City to provide the opportunity of equal access to the Team to maximize scheduling of Team Events after the scheduling of those City Events which are priority events.

Section 11.04. ACCESS FOR BASEBALL PRACTICES. The Team shall have reasonable access to the Stadium to conduct practices during the Baseball Season. A "practice" shall consist of required drills and workouts under coaching supervision at which all players are required to appear and shall be scheduled so as not to interfere with otherwise scheduled events at the Stadium.

Section 11.05. COORDINATION OF SCHEDULING. All scheduling will be coordinated with the Team to assure that the required City Stadium Services can be provided by the Team without hindering the provision of Team Stadium Services as required for the Team's use of the Stadium.

ARTICLE XII

INDEMNIFICATION AND INSURANCE

Section 12.01. INDEMNIFICATION. The Team agrees to indemnify, defend and hold harmless the City and its respective officers, agents, employees and volunteers, from any and all claims brought against them for personal injury, death, property damage and any other losses, damages, charges or expenses, including attorneys' fees, which are in connection with, or by reason of any act, omission or negligence of the Team, its officers, employees, contractors, agents, players, or of any occupant, visitor or user present on or about the Stadium in connection with the Team's activities pursuant to this Franchise. The indemnity set forth in this Article XII shall survive the termination or expiration of this Franchise. The Team agrees to have its insurance companies waive any rights of subrogation that such companies may have against the City and such waiver shall be shown on the certificates of insurance described in this Article. Further, the Team agrees to indemnify, defend and hold harmless the City, its officials and employees, from any and all environmental liability arising out of the use and operation of the Stadium during the term of this Franchise.

Section 12.02. INSURANCE POLICIES ON TEAM PROPERTY. The Team shall, effective as of the commencement date of this Franchise, obtain policies of insurance on any property or equipment placed within the Stadium or on surrounding City property and maintain such policies on all its property or equipment placed in the Stadium or on surrounding City property during the term of this Franchise. Such policies shall provide for fire, theft, vandalism and extended coverage for the Team's equipment. The City shall have no responsibility or liability whatsoever with respect to any loss, theft of, or damage to the personal property of the Team, its employees, officers, agents, contractors, players, players for opposing teams, umpires, concessionaires, employees and agents of concessionaires, stadium attendees, and others.

Section 12.03. INDEMNIFICATION FOR LOSS, THEFT OR DAMAGE TO PERSONAL PROPERTY. The Team agrees to indemnify, defend and hold harmless the City, its officers, directors, employees and agents with respect to any claim or liability for loss, theft of, or damage to personal property of the Team, its employees and players, players for opposing teams, umpires, concessionaires, employees and agents of concessionaires, stadium attendees, and others, except to the extent that such loss, theft or damage is caused by the acts of the City, its employees, or agents.

Section 12.04. REQUIRED TEAM POLICIES OF INSURANCE EFFECTIVE AS OF COMMENCEMENT DATE. The Team shall, effective as of the commencement date of this Franchise and thereafter while this Franchise is in effect, keep in full force and effect the following policies of insurance: Comprehensive general liability insurance, including products liability insurance against any and all claims and losses arising out of its activities under this Franchise in the following minimum amounts:

Bodily injury and property damage coverage with a combined single limit of \$3,000,000.00.

Umbrella Liability Coverage and Umbrella Liability Policy in an amount not less than \$5,000,000.00 for any one occurrence in excess of the aforementioned general liability insurance.

Liquor Liability Coverage - The Team, either directly or through its Food and Beverage Services third-party contractors or concessionaires, shall provide and keep in full force and effect while this Franchise is in effect, liquor liability coverage in the amount of \$3,000,000.00.

Food and Vending Liability Coverage - the Team, either directly or through its Food and Beverage Services third-party contractors or concessionaires, shall provide and keep in full force and effect while this Franchise is in effect, food and vending liability coverage in an amount of \$3,000,000.00.

Workers Compensation - the Team shall provide and keep in full force and effect during the term of this Franchise, workers compensation insurance in full compliance with the laws of the Commonwealth of Virginia.

Section 12.05. NAMED INSURED AND CERTIFICATES OF INSURANCE. Where permitted by Virginia law and policy, all of the insurance policies described in Article XII, Section 12.04 herein shall show the Team and the City, its officials, officers, and employees, as named insured parties as their interests may appear. The insurance required of the Team herein shall be primary and any insurance or self-insurance maintained by the City is secondary and applies only in excess of and shall not contribute with the insurance obtained by the Team. Any deductibles or self-insurance retention applicable to the required coverage shall be paid by the Team and the City shall not be required to participate therewith. The Team shall deliver to the City a copy of said insurance policy or certificate of insurance with the necessary endorsements to the City's Risk Manager showing the same to be in full force and effect before occupying the Stadium; upon renewal of this Franchise; and, at other times throughout the term of the Franchise when the City requests confirmation of insurance coverage. The Team must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such cancellation or nonrenewal notice, the Team shall obtain and pay all premiums for the renewal or replacement of the insurance required hereunder. The Team shall, at least sixty (60) days prior to the expiration of the policies, furnish the City with renewals or "binders" for the policies, or the City may order the required insurance and charge the cost to the Team, which such costs shall be paid to the City within thirty (30) days of a written request.

The failure of the Team to maintain such insurance coverage throughout the term of this Franchise shall be grounds for the immediate termination hereof. The Team's responsibility to the City hereunder is not limited to the amount of such insurance coverage. All insurance will be obtained by the Team from insurance companies authorized by Virginia's State Corporation Commission to do business in Virginia.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES

Section 13.01. EVENTS OF DEFAULT. The occurrence of any one or more of the following events constitutes a default under this Franchise:

Section 13.01.1. Failure by the Team to pay to the City any fees or other payments due hereunder when due and payable, and such failure shall continue for ten (10) days following written notice (which notice shall not be required for a default in any payment required pursuant to Article VII);

Section 13.01.2. Failure by the City or the Team to make the capital improvements required by Article VIII, Section 8.02;

Section 13.01.3. Failure by the Team to observe or perform in any material respect any other covenant, agreement, condition or provision of this Franchise (other than as specified in Section 13.01.1), and such failure shall continue for thirty (30) days after notice thereof from the City to the Team; provided, however, the Team shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice the Team gives written notice to the City of its inability to cure within such thirty (30) day period and immediately commences such cure and diligently proceeds with best efforts to complete the same at all times thereafter and the Team provides the City with detailed status reports of its current and future efforts to cure such default; further provided that all such defaults shall be cured no later than one hundred eighty (180) days after notice of default from the City;

Section 13.01.4. Failure by the City to observe or perform in any material respect any other covenant, agreement, condition or provision of this Franchise (other than as specified in Section 13.01.2), and such failure shall continue for thirty (30) days after notice thereof from the Team to the City; provided, however, the City shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice the City gives written notice to the Team of its inability to cure within such thirty (30) day period and immediately commences such cure and diligently proceeds with best efforts to complete the same at all times thereafter and the City provides the Team with detailed status reports of its current and future efforts to cure such default; further provided that all such defaults shall be cured no later than one hundred eighty (180) days after notice of default from the Team;

Section 13.01.5. The levy upon or under writ of execution or the attachment by legal process of the interest of the Team under this Franchise, or the filing or creation of a lien in respect of such interest, which levy, attachment, or lien shall not be released, discharged, or bonded against within sixty (60) days from the date of such filing;

Section 13.01.6. The Team makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the Team or for the major part of its property or admits in writing its inability to pay or is unable to pay its obligations as they come due;

Section 13.01.7. A trustee or receiver is appointed for the Team or for the major part of its property and is not discharged within sixty (60) days after such appointment;

Section 13.01.8. Bankruptcy, reorganization, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against the Team, and, if instituted against the Team, are allowed against it or are consented to by it or are not dismissed within one hundred eighty (180) days after such appointment;

Section 13.01.9. The Stadium shall be abandoned, deserted, or vacated by the Team, even though at such time the Stadium may not be then used (because of the time of the year) for Baseball Season games; or

Section 13.01.10. Failure by the Carolina League to sustain the operation of a professional baseball league by scheduling a minimum number of home games in excess of sixty (60) per Baseball Season. Provided, however, such failure may be cured by the Team if it is able to consummate an affiliation with another professional baseball league whose financial condition, quality of baseball, number of teams and games, all as determined by the City in its sole and absolute discretion, is satisfactory, by November 15th of the year in which the Carolina League failure occurs. Such change of leagues may result in the Team requesting the City change the terms of this Franchise. Any agreed upon changes would begin with the first year of a Franchise extension.

Section 13.02. REMEDIES IN THE EVENT OF DEFAULT. If a default occurs under Section 13.01 of this Franchise, and the applicable period of time, if any, for curing such default has passed, the City and Team (the "Parties") shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and to the extent not mutually exclusive, cumulative and shall not operate to exclude or deprive the Parties of any other right or remedy allowed by this Franchise or applicable law, including without limitation, the City's right to advance any sums to be paid to third parties by the Team or otherwise remedy the Team's default and to be reimbursed by the Team for the City's costs and expenses on account thereof. No delay or omission to exercise any right or power accruing under any default shall impair any such right or power or be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 13.02.1. If one of the Parties is in default, and the applicable period of time, if any, for curing such default has passed, the non-defaulting party may terminate this Franchise effective as of the date of its notice or as of the end of the then current Carolina League Baseball Season by giving to the defaulting party notice of the non-defaulting party's election to do so, and all rights, title and interest of the Parties hereunder shall expire at the end of the then current Carolina League Baseball Season.

Section 13.02.2. If the City exercises the remedy of termination, the Team shall vacate the Stadium no later than thirty (30) days following the date of the Team's receipt of the City's notice of termination and deliver exclusive possession thereof to the City, and the City may then or at any time thereafter, re-enter and take complete and peaceful possession of the Stadium, with or without process of law, and the City may remove all occupants and property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry and

detainer and without relinquishing the City's right to any fees due to the City or any other right given to the City by this Franchise or by operation of law.

Section 13.02.3. All property removed from the Stadium by the City pursuant to a default by Team under any provisions of this Article XIII or by law may be handled, removed or stored by the City at the cost and expense of the Team, and the City shall in no event be responsible for the value, preservation or safekeeping thereof. The Team shall reimburse the City for all costs and expenses incurred by the City in such removal and storage charges against such property so long as the same shall be in the City's possession or under the City's control. All property not removed from the Stadium or retaken from storage by the Team within sixty (60) days after the end of the term, however terminated, shall be deemed conclusively to have been conveyed by the Team to the City as by bill of sale without further payment or credit by the City to the Team.

Section 13.02.4. The City may enforce the provisions of this Franchise and may enforce and protect the rights of the City hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from the Team under any of the provisions of this Franchise.

Section 13.02.5. Upon the occurrence of any event with which the giving of notice or the passage of time would constitute a default by the Team, and until such event has been cured by the Team, the City shall be excused from the payment of any amounts which are or may become due to the Team by the City. If such event is subsequently cured, any such amounts not paid by reason of this subsection 13.02.5 shall be paid without interest.

Section 13.02.6. The Team may enforce the provisions of this Franchise and may enforce and protect the rights of the Team hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from the City under any of the provisions of this Franchise.

Section 13.03. LIQUIDATED DAMAGES PAYABLE TO THE CITY UPON TERMINATION OF STADIUM FRANCHISE PURSUANT TO SECTION 13.02. The Team shall pay the City liquidated damages, in the amount of \$100,000 a year for the remaining years of the lease term, plus the payment of any outstanding debt and the payment of any unamortized amount of the City funded initial \$5.25M capital improvements, in the event the Team terminates this Franchise prior to the end of its term.

City funded improvements will be depreciated on a straight-line basis over the term of this Franchise. Further, such liquidated damages are deemed by the parties not to be a penalty of any kind whatsoever.

ARTICLE XIV

PARKING

Section 14.01. USE OF CITY PROPERTY SURROUNDING THE STADIUM. In the event parking fees are instituted, any fees charged by the Team for access to parking shall be reasonable and consistent with such fees charged for comparable parking within the Carolina League and at other minor league ballparks in the Carolina League. All revenue from such fees shall be the sole property of the Team. The City acknowledges that the Team has the sole right to enact a parking fee and to engage the services of a professional parking management company to operate all parking areas. If the Team enacts a parking fee it will pay the City a \$25,000 Parking Rights Fee on an annual basis on or before April 1st for each year there is a parking charge. In the event parking fees are subject to taxation of any kind, the Team, not the City, shall be solely responsible for such taxation.

Section 14.02. SNOW REMOVAL FOR ON-SITE PARKING. The City shall remove snow from the on-site parking areas connected to the Team's administrative office and shall assure that the Team has access to the same on a year-round basis.

Section 14.03. PARKING AREA RESPONSIBILITIES. In the event that the Team charges fees for parking, the Team shall have the responsibility through its professional parking management company, or otherwise, to provide parking lot attendants and clean-up services.

Section 14.04. TEAM PARKING SPACES. Ten (10) parking spaces shall be made available to the Team on a year-round basis for the employees of the Team. The location of those ten (10) parking spaces shall be decided upon by the Team and the City. The assignment of such parking spaces to particular individuals shall be the sole responsibility of the Team.

Section 14.05. PARKING MANAGEMENT PLAN. The City and the Team shall jointly develop a Parking Management Plan to address the situation when an athletic event, such as a football or soccer game, is occurring at the same time as a Team Event so that parking for spectators of the City athletic event is accommodated without charge. The plan shall be communicated to the athletic departments of both City high schools.

ARTICLE XV

TRAFFIC CONTROL AND POLICE PATROL

Section 15.01. TRAFFIC CONTROL. Traffic control on all public streets around the Stadium shall be the responsibility of the City. The City, exercising its discretionary police powers, shall provide police officers of the Lynchburg Police Department when necessary to assure traffic control before and after Team Events and Team Special Events in the Stadium and will additionally be available to respond to parking lot security problems as required.

ARTICLE XVI

ASSIGNABILITY OF LICENSE SUBJECT TO PRIOR CITY APPROVAL

Section 16.01. ASSIGNABILITY. This Franchise is personal to the Team, and the Team shall not at any time assign, sell, or transfer this Franchise, or any part thereof, while this Franchise is in effect without the City's prior written approval. Further, in the event the Team is sold, consolidated, merges or is acquired by another entity, the City shall have the right to terminate this Franchise. The consideration of the City of any requested assignment or transfer may include, but shall not be limited to, the approval or disapproval of the Carolina League of such assignment or transfer. No proposed assignment shall be considered by the City unless the request for consent thereto shall be in writing and accompanied by the assignees proposed assumption of the Team's past unperformed and future obligations, resumes of its principals, reasonable financial information, and proposed financial security. Under no circumstances shall the Team be relieved of any of its obligations hereunder by any such transfer. No assignment shall, in any way, affect or diminish the Team's obligations to perform all of the terms, conditions and provisions contained in this Agreement.

ARTICLE XVII

TEAM BASEBALL GAME TICKETS

Section 17.01. COMPLIMENTARY TICKETS. The Team shall provide the City with twenty (20) complimentary tickets for each Team Event. Tickets will be in the highest non-VIP ticket price category and are to be used in conjunction with City-sponsored youth and senior programs, or as the City otherwise deems appropriate. The Team, at no cost to the City, shall also provide the City a mutually agreeable number of premium seat tickets and Sky Box usage for economic development purposes and to promote the City's Stadium. The Team will hold such complimentary tickets until one hour before the start of each Team Event for which tickets have been requested by the City.

ARTICLE XVIII

DESTRUCTION OF STADIUM

Section 18.01. PARTIAL DESTRUCTION. If the Stadium is partially destroyed by any cause and can be repaired or restored to its prior condition and the destruction does not render the Stadium unusable, as determined by the City, this Franchise shall continue in full force and effect. The City shall, at its expense, promptly commence and diligently complete the restoration of the Stadium to the same condition as of the commencement date of this Franchise, reasonable wear and tear excepted. All repair activities shall be timed and organized in such a manner as to facilitate the Team's ability to hold Team Events at the Stadium to the degree feasible. However, the Team shall be responsible for repairing or replacing any damages to the Stadium caused by the acts or omissions of the Team, its employees, umpires, concessionaires, contractors, agents, Stadium attendees, or its opponents.

Section 18.02. TOTAL DESTRUCTION. In the event the Stadium is completely and totally destroyed by fire or other casualty, and after consultation with the Team, the City in its sole discretion may elect whether to repair or restore the Stadium or to terminate this Franchise. Such election shall be exercised by the City by giving written notice to the Team within ninety (90) days after such destruction. If the City so elects, this Franchise shall terminate as of the date of such casualty and the Team's obligation to pay annual minimum compensation payments and other payments shall terminate and be prorated as of such date. If the City elects not to terminate this Franchise, the City shall proceed as promptly as practical to repair and restore the Stadium to its condition existing immediately prior to such destruction.

Section 18.03. ASSISTANCE BY THE CITY IN LOCATING A TEMPORARY FACILITY. If the Stadium becomes unavailable on a temporary basis by reason of either the partial destruction of the Stadium or the repair or restoration of the Stadium after total destruction, or for any other reason attributable to the actions of the City, the City shall utilize all reasonable efforts to assist the Team in locating an adequate temporary facility in the surrounding area.

ARTICLE XIX

CONDEMNATION

Section 19.01. CONDEMNATION. In the event that any portion of the Stadium is taken from the City pursuant to any right of eminent domain exercised by any governmental entity or pursuant to any governmental order and such taking renders the Stadium unfit for its intended purpose, then this Franchise may be terminated by the City by notifying the Team. The Team shall have no right to any portion of any award granted with respect to such taking except that the Team shall have the independent right to make a claim against the condemner for and retain any award based thereon for the reasonable value of costs by the Team for the expenses incidental to relocating from the Stadium and for the lost value of this Franchise.

ARTICLE XX

SIGNAGE

Section 20.01. SIGNAGE. The Team shall post signs in the parking areas indicating that vehicle owners assume the risk of damage from fly balls and other hazards. The Team shall also post signs within the Stadium warning spectators of the dangers of flying balls and broken or flying bats. The Team shall also be responsible for all claims arising out of personal injuries or property damage caused by flying balls and broken or flying bats, and it shall indemnify, defend, and hold harmless the City, its respective officers, agents, employees and volunteers, as provided in Article XII hereof, for any liabilities which arise in connection with the same.

ARTICLE XXI

FORCE MAJEURE

Section 21.01. The parties hereto, respectively, shall not be in default of this Franchise if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations which prevents any party's ability to perform its respective obligations under this Franchise, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Franchise, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties or compensation, for example, and may result in the need to modify this Franchise accordingly.

ARTICLE XXII

NO RELOCATION OF TEAM

Section 22.01. The Team agrees not to relocate from the Stadium without City approval. The Team acknowledges that the City will be irreparably harmed by the transfer of the Team's Baseball franchise to a location other than the Stadium during the term (or renewal term) of this Franchise.

A breach of this section shall constitute an event of default under this Franchise, and shall entitle:

- (i) The City to terminate this Franchise immediately and without notice; and
- (ii) The City to receive liquidated damages as stipulated in Article XIII, Section 13.03 hereof.

ARTICLE XXIII

ACKNOWLEDGMENT OF BOND STATUS

Section 23.01. As a material and substantial inducement for the City to enter into this Franchise, the Team agrees that it will not undertake any action or fail to take any action or permit any of its officials, agents or employees to act or fail to act (including, without limitation, entering into one or more management contracts with respect to the Stadium), if any such act or omission shall cause the City to be in default of any of its obligations under or in connection with the bonds issued to finance renovation of the Stadium or shall cause interest paid or hereafter paid on such bonds from time to time to be liable for, or otherwise subject to, taxation by the Commonwealth of Virginia or the United States of America.

ARTICLE XXIV

MISCELLANEOUS

Section 24.01. NONDISCRIMINATION. The Team shall not discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, sex, or national origin, nor exclude any person from participation in, nor deny the benefits of or be otherwise subject to discrimination in the use of the Stadium or providing services on the grounds of race, color, sex, or national origin. Additionally, the Team shall not discriminate against and will make all reasonable efforts to accommodate persons with disabilities as required by the Americans with Disabilities Act.

Section 24.02. GOVERNING LAW. This Franchise shall be construed under and in accordance with the laws of the Commonwealth of Virginia and all litigation shall have venue in the courts located in the City of Lynchburg, Virginia.

Section 24.03. ENTIRE AGREEMENT. This Franchise, with its Exhibit, constitutes the final, complete, and exclusive written expression of the intent of the parties with respect to the subject matter hereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements concerning this Franchise.

Section 24.04. TAXES AND ENCUMBRANCES. The Team shall pay promptly when due, any and all personal property and other taxes imposed. The Team shall not permit any mechanics liens or other encumbrances or liens to exist against the Stadium and shall within thirty (30) days of any such lien or encumbrance being asserted against the Stadium as a result of action or inaction by the Team either cause the same to be released of record, bond or obtain title insurance coverage satisfactory to the City over such lien and proceed diligently to contest the same in good faith.

Section 24.05. SEVERABILITY. If any one or more of the provisions contained in this Franchise shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of the Team to perform and have access to the Stadium as provided for herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Franchise shall be construed as if such invalid, illegal or unenforceable

provision was not contained herein.

Section 24.06. NOTICES AND ADDRESSES. All notices required to be given under this Franchise shall be given by date-and-time stamped facsimile, hand delivery with signed receipt, overnight or other courier with signed receipt, or by return receipt certified or registered mail, addressed to the proper party at the following addresses, or at such other address as may be subsequently given pursuant to this Section, and shall be deemed given within seven (7) days of being sent or provided:

If to the City:

City of Lynchburg, VA
Attn: City Manager
900 Church Street
Lynchburg, VA 24504

If to the Team:

Hillcats Baseball LLC
Attn: Dylan Narang
1545 35th St. NW
Washington, DC 20007-2753

Section 24.07. AMENDMENT/MODIFICATION. The City and the Team may agree to modify this Franchise from time to time, however, no amendment, modification, or alteration of the terms of this Franchise shall be binding unless in writing, dated subsequent to the date hereon, and approved in accordance with Section 15.2-2105 of the Code of Virginia, 1950, as amended. However, as determined on a case-by-case basis by the City Manager, minor modifications that do not invoke the requirements of the aforesaid code section and the correction of Scriveners' Errors may be accomplished by the parties without approval of the Lynchburg City Council.

Section 24.08. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies provided by this Franchise are cumulative and the use of any right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 24.09. HEADINGS ONLY FOR REFERENCE. The titles of articles and sections of this Franchise are for reference purposes only and shall be of no binding effect.

Section 24.10. STATUS OF PARTIES. Parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Franchise shall be determined to create a partnership or joint venture between the Team and the City with respect to the parties' activities conducted at the Stadium pursuant to the terms of this Franchise.

Section 24.11. WAIVER. The waiver by either the Team or the City of any default or breach by the other party of any of the provisions of this Franchise shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Franchise.

Section 24.12. BINDING EFFECT. This Franchise shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 24.13. REFERENCES TO THE CITY AND THE TEAM. All references to the City and the Team in this Franchise shall be deemed to also be references to such officers, employees, or other designees of the City or the Team as may be appropriate to implement the terms of this Franchise, including officers or employees of any sports authority or similar entity.

Section 24.14. EXHIBITS. All exhibits attached to this Franchise are expressly incorporated into the same and are a part of this Franchise as if fully set out herein.

Section 24.15. SURRENDER. Upon the expiration of this Franchise, or on the sooner termination hereof, the Team shall peaceably and quietly leave, surrender and yield up to the City, the Stadium, free of all occupants and free of all claims by the Team or any other person or entity against the City for any repairs, replacements, or improvements made to the Stadium.

The Stadium shall be returned to the City, including all operational and mechanical systems, in good working order and repair. Any removable property of the Team, which shall remain in the Stadium after the expiration of this Franchise or sooner termination thereof and after the removal of the Team from the Stadium, may, at the option of the City, and after written notice to the Team, be deemed to have been abandoned, and either may be retained by the City as its property or may be disposed of in such manner as the City may see fit.

Upon the expiration or sooner termination of this Franchise, the Team shall also assign to the City such of its licenses, entertainment contracts, and contracts for goods and services which the City, at its option, requires in writing to have the Team assign to it, providing that the City shall be responsible to fulfill only such of those obligations of the Team which arise after such assignment and are attributable to periods after such assignment and be entitled to only those rights which fairly may be apportioned to such obligations. To facilitate such assignments, the Team further agrees to incorporate a provision in each of such contracts, sub-franchises, and licenses by which the other party to that agreement agrees to any future assignment of the Team's rights and obligations thereunder to the City in accordance with the terms of this paragraph.

Upon the expiration or sooner termination of this Franchise, the City shall have the benefit of any and all guarantees or warranties which the Team may possess or be entitled from any person or entity who performed any work or made or supplied any improvements, installations and/or equipment for or to the Stadium which provide for repairs or replacements by the guarantors or warrantors. As to all such guarantees and warranties which are freely assignable, the Team shall, promptly upon request by the City, assign the same to the City.

If the Team elects not to seek renewal of this Franchise, the Team agrees that it will use its best efforts to ensure a smooth transition of the Stadium and business conducted therein back to the City.

Section 24.16. TIME OF THE ESSENCE. Time is of the essence regarding any date in this Franchise and the Exhibits attached hereto.

Section 24.17. CONTRACT REVIEW. In advance of entering into any agreement concerning the Stadium, the Team shall provide a copy of such agreement to the City for its approval.

Section 24.18. MEDIATION. Upon the agreement of the City and the Team, a dispute, except for any claimed default or termination of this Franchise under Article XIII, which cannot be otherwise resolved within thirty (30) days, may be referred to a mediation panel consisting of the City Manager, a Team representative, and a neutral party selected by the Team and the City and expeditiously resolved in accordance, if necessary, with a vote of the majority of the panel. The panel's decision shall be final and conclusive.

Section 24.19. TEAM SIGNS. The City hereby grants the Team the right, subject to the written prior approval of the City, to place a sign or signs, at the Team's sole cost and expense, upon the exterior facade of the Stadium indicating that the Stadium is the home of the Team.

Section 24.20. CAROLINA LEAGUE CHANGES. The Team shall reasonably and promptly provide the City with notice of any proposed modification in the Carolina League Standards, the Carolina League By-Laws, any of the Team's agreements with the Carolina League, and the composition of the member teams in the Carolina League. Such notice shall include the complete text of any modification.

A copy of the Carolina League Standards, the Carolina League By-Laws, any of the Team's agreements with the Carolina League, and the composition of the member teams in the Carolina League shall be provided to the City Manager within thirty (30) days of this Franchise being fully executed.

Section 24.21. LOSS OF REVENUE. The City shall not be liable for any loss of revenue the Team may experience as a result of the repair, maintenance, improvement, or operation of the Stadium property, rights of way, and other publicly owned facilities that are adjacent to the Stadium.

Section 24.22. THIRD-PARTY BENEFICIARIES. No third-party beneficiaries are intended by this Franchise.

Section 24.23. EXECUTION OF FRANCHISE. This Franchise may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one enforceable document. Further, this Franchise may be executed and/or sealed electronically. An electronic signature and/or seal shall be equally as enforceable as an original signature or seal.

Section 24.24. BOND / GOOD AND SUFFICIENT SECURITY. Where requested by the City, pursuant to Section 15.2-2104 of the Code of Virginia, 1950, as amended, the Team shall execute a surety or other bond for the benefit of the City, in an amount not to exceed \$1,000,000, to provide the City with good and sufficient security that the Team will adhere to its obligations and duties under this Franchise.

Section 24.25. NOVATION. This Franchise shall operate as a novation and replace that certain franchise adopted by the Lynchburg City Council on February 23, 2016, accepted by the Lynchburg Baseball Corp., and assigned to the Team as of October 25, 2024.

IN WITNESS WHEREOF, the Team and the City, or duly authorized agents on their behalf, hereby execute and seal this Franchise as of the date first written above.

(Remainder of Page Intentionally Left Blank)
(Signature Pages Follow)

Hillcats Baseball, LLC

By: _____

Its: _____

Printed Name: _____

State/Commonwealth/_____ of _____, }

City/County of _____, *to - wit:* }

The foregoing instrument was acknowledged before me on behalf of Hillcats Baseball, LLC,
by _____, its _____, on this _____ day of _____, 2025.

Notary Public

My Commission Expires:_____

My Registration No._____

Affix Notary Seal:

City of Lynchburg

By: _____

Its: _____

Printed Name: _____

(SEAL)

Attest: _____

Its: _____

Printed Name: _____

Approved as to Form:

City Attorney/Designee

State/Commonwealth/_____ of _____, }

City/County of _____, *to - wit:* }

The foregoing instrument was acknowledged before me on behalf of the City of Lynchburg,
by _____, its _____, on this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

My Registration No. _____

Affix Notary Seal:

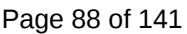
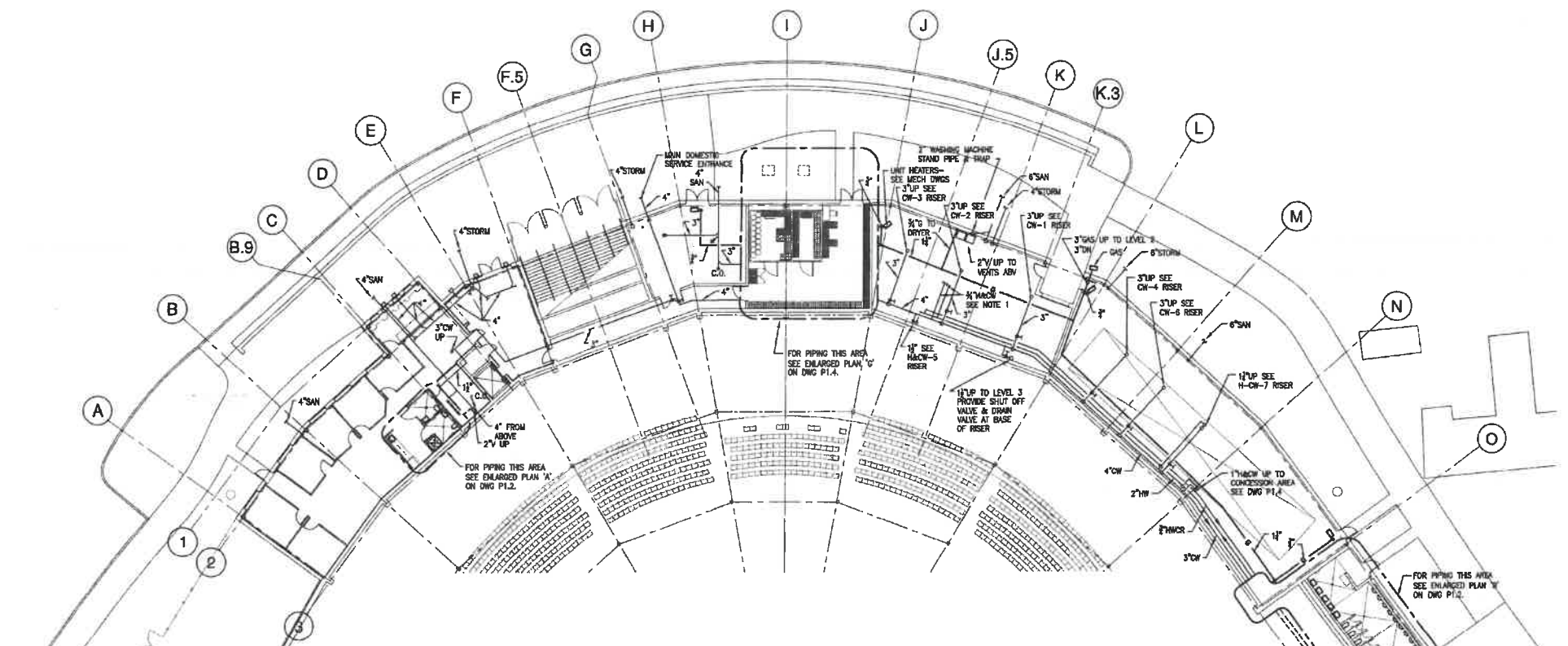
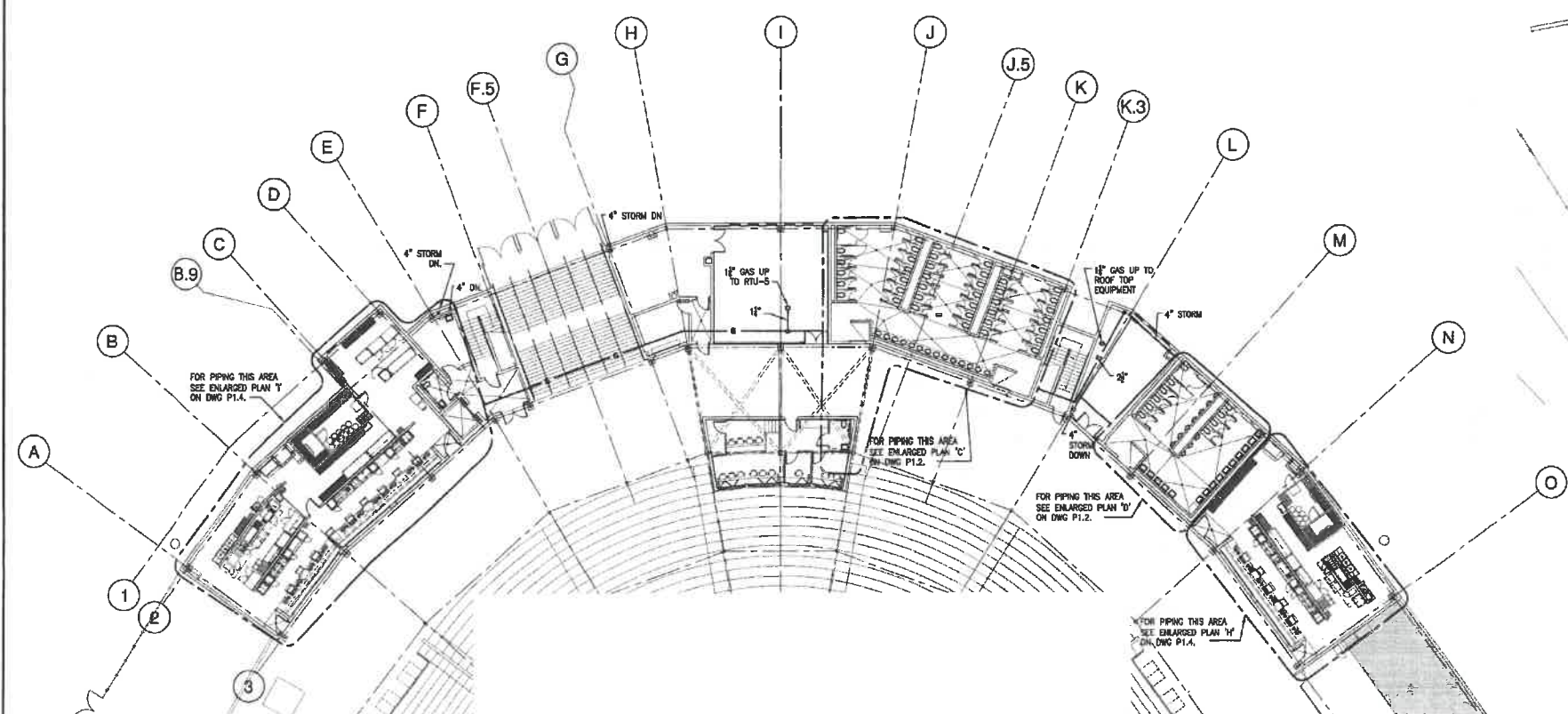


EXHIBIT "A" - Page 2 of 3



LEVEL 1 FLOOR PLAN
SCALE 1/16" = 1'-0"

LEGEND	
	SANITARY WASTE
	VENT
	COLD WATER
	HOT WATER
	HOT WATER RETURN
	PIPE UP
	PIPE DOWN
	FLOOR DRAIN w/P-TRAP
	VENT THRU ROOF - VENT
	BALL VALVE
	SANITARY
	WASTE
	VENT
	VENT THRU ROOF
	FLOOR DRAIN
	FLOOR SINK
	HOT WATER
	COLD WATER



LEVEL 2 FLOOR PLAN
SCALE 1/16" = 1'-0"

NOTES:
1. CONNECT 3/4" HADCO TO WASHING MACHINE VALVE BOX
GUY GREY MODEL #200-20-55.



- Page 90 of 141

FRANCHISE PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Hillcats Baseball, LLC, the Franchisee ("Principal"), whose principal place of business is located at 1545 35th ST NW, Washington, DC 20007 and _____ ("Surety"), are held and firmly bound unto the City of Lynchburg, Virginia, the Franchisor ("Obligee"), in the amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a franchise agreement entitled "A Baseball Stadium Franchise Agreement by and between the City of Lynchburg and Hillcats Baseball, LLC", dated April 1, 2025, with Obligee for the purposes of having an exclusive franchise right to conduct its baseball games, events, and related uses as provided in the said agreement, which such agreement ("Franchise") is by reference expressly made a part hereof.

NOW, THEREFORE, WITNESSETH: the condition of this obligation is such that, if the Principal shall promptly and faithfully perform the Franchise in strict conformity with the terms, provisions, covenants, and conditions of the same, then this obligation shall be null and void; otherwise it shall remain in full force and effect and enforceable by the Obligee against the Principal and the Surety.

PROVIDED, that any alterations which may be made in the terms of the Franchise, or in the obligations to be performed under it, or the giving by the Obligee of any extension of time for the performance of the Franchise, or any other alterations or forbearance on the part of either or both of the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety of any such alterations, extensions, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one (1) year after the termination or expiration of the Franchise so long as no renewal of the Franchise is sought.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

(Remainder of Page Intentionally Left Blank)

Signed and sealed this _____ day of _____, 2025.

(SEAL)
Principal

By: _____

Witness: _____

Title: _____

(SEAL)
Surety

By: _____
Attorney-in-Fact

I, _____, the duly appointed Attorney-in-Fact for _____, do hereby certify that my Power of Attorney related thereto has not been revoked, and where applicable, may be found of record in the Clerk's Office of the Circuit Court of _____, Virginia in Deed Book _____ at Page _____ or under Instrument No. _____. Further, a copy of my Power of Attorney is attached hereto.

Attorney-in-Fact

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA

(or, alternatively, Commonwealth or State of _____)

CITY/COUNTY OF _____ to wit:

I, the undersigned notary public, do certify that _____ personally appeared before me in the jurisdiction aforesaid and made oath that he/she is the attorney-in-fact of _____, the Surety, and that he/she is duly authorized to execute on its behalf the aforesaid bond as its act and deed.

Given under my hand this _____ day of _____, 2025.

Notary Public

My Commission expires: _____

My Registration No. _____

Affix Notary Seal:

Approved as to Form:

City Attorney/Designee

Date: _____

BUDGET UPDATE

City Council Work Session

May 13, 2025



OVERVIEW

Response to Questions

- FY 2024 Balancing Review
- FY 2026 Proposed Budget Real Property Tax Equalized
- Adjustments to Proposed
- FY 2026 Proposed Federal Funding
- Ambulance Service Fees
- Lodging Tax
- Lodging Tax Plan
- Real Estate Tax Rate Equalization Over Two Assessment Periods
- Modified Lodging Tax Plans
- Lodging Tax Revenue Reserve
- Takeaways

FY 2024 BUDGET ADOPTED REVENUES

Increase/(Decrease) Adjustments: Revenue Summary

Non-dedicated Revenue Adjustments

(\$11,969,632) Reduce Real Property Tax Rate from \$1.05 to \$0.89

288,232 Adjust Real Property Housing Rehab Program to reflect the \$0.89 Real Property Tax Rate

(650,000) Reduce Business License Tax rates

Dedicated Revenue Adjustments

600,000 Increase Intergovernmental: Federal Direct/Categorical Aid - Social Services Administration

(247,716) Move Juvenile Correction Block Grant revenue from General Fund to the City/Federal/State Aid Fund

(\$11,979,116) Total Adjustments: Non-dedicated and Dedicated Revenues

FY 2024 BUDGET ADOPTED EXPENDITURES AND RESERVES

Increase/(Decrease) Adjustments: Expenditures and Reserves

(\$4,434,568)	Reduce funding for Lynchburg City Schools to \$39,360,355
(2,598,725)	Reduce ongoing funding for vehicle replacement; use of one-time funds for FY 2024
(2,000,000)	Projected Managed Vacancy Savings
(1,378,829)	Eliminate Addition to Debt Service Reserve
(541,603)	Eliminate funding for proposed new positions (6.50 FTEs)
(407,186)	Reduce Blue Ridge Regional Jail Contribution based on updated numbers
(247,716)	Move Juvenile Correction Block Grant expenditures from General Fund - Juvenile Services to the City/Federal/State Aid Fund
(200,000)	Eliminate proposed Housing Trust funds
(170,489)	Reduce Technical adjustments above FY 2023 base budget
(\$11,979,116)	Total Adjustments: Expenditures and Reserves

FY 2024 BUDGET ADOPTED EXPENDITURE HIGHLIGHTS

- Five Percent General Wage Increase for non-sworn general employees - \$2,617,285
- Public Safety Targeted Compression/Progression - \$3,015,588
- New Police Positions and operational support (12.80 FTEs) - \$855,976
- Other New Public Safety Positions and operational support (17.37 FTEs) - \$532,180
- New Constitutional Positions and Operations (4.75 FTEs) - \$319,318
- Other Organizational Capacity Positions and Operations (5.0 FTEs) - \$503,985
- Police Take Home Car Program (10 vehicles) - \$1,064,651; \$167,207 ongoing costs and \$897,444 one-time costs

FY 2024 ADOPTED AND FY 2026 PROPOSED CONSUMPTION TAX REVENUE VARIANCE

	Variance from Adopted FY 2023 to Adopted FY 2024	Variance from Adopted FY 2025 to Proposed FY 2026
Sales Tax	\$3,100,000	\$750,000
Meals Tax	2,565,000	(500,000)
Lodging Tax	775,000	(500,000)
Amusement Tax	180,000	0
	\$6,620,000	(\$250,000)

FY 2026 PROPOSED BUDGET

REAL PROPERTY TAX EQUALIZED

The value of a penny of Real Property Tax is \$907,148

- Current Real Property Tax rate – 89.0 cents
- Equalized Real Property Tax rate – 76.7 cents
- Variance – (12.3 cents)

$$(12.3 \text{ cents}) \times \$907,148 = (\$11,157,918)$$

ADJUSTMENTS TO PROPOSED

Tax Rate	Pennies	Cost	Real Estate Tax Rate Adjustments to Proposed
89.0 cents			Proposed Budget
	0.6 cents	\$500,000	Expanded Elderly and Disabled Tax Relief
	3.0 cents	\$2,711,756	3% increase for Lynchburg City Schools employees (Governor's budget)
	2.8 cents	\$2,534,380	3% cost of living adjustment for non-sworn personnel + Public Safety Progression Plan
	5.9 cents	\$5,411,782	Base Budget including contractual and inflationary costs - maintains current level of service
76.7 cents			Advertised Real Estate Tax Equalization Rate

Excerpt from the budget document Budget Overview page iv:

- 3% cost of living adjustment (\$1,692,525)
- Public Safety Targeted Progression (\$841,855)

FY 2026 PROPOSED FEDERAL FUNDING

ALL FUNDS - \$37,764,578

General Fund	\$10,837,755
Human Services	10,807,755
Parks and Recreation - FINI Double Dollars	30,000
City/Federal/State Aid	\$2,020,926
Commonwealth Attorney Grants	288,899
Fire Department Grant	23,423
Human Services Grants	101,872
Temporary Assistance for Needy Families (TANF)	114,100
Workforce Innovation and Opportunity Act (WOIA)	1,492,632
Detention Fund - USDA	\$50,000
HOME Fund	\$378,083
CDBG Fund	\$708,843
City Capital Projects Fund	\$3,436,030
Lynchburg Center for Industry - Phase II	1,048,030
GLTC - Public Transit Improvements and Bus Replacements	2,388,000
Airport Capital Projects Fund	\$4,050,000
Component Unit - Lynchburg City Schools	\$11,216,375
Component Unit - GLTC	\$5,066,566



AMBULANCE SERVICE FEES

\$3,800,000 FY 2026 Proposed
200,000 Projected increase
 \$4,000,000 FY 2026 Revised

EMS | MC provided a projection from CY 2024 based on the difference between what we actually collected and what we may have collected if charging 150% of the Medicare allowable rate (urban).

Level of Service	2025 Medicare Allowable (Urban)	Current Charge	Recommended (150% Medicare Fee Schedule)
ALS Non-Emergency A0426	\$337.65	\$425.00	\$506.48
ALS Emergency A0427	\$534.61	\$600.00	\$801.92
BLS Non-Emergency A0428	\$281.38	\$325.00	\$422.07
BLS Emergency A0429	\$450.20	\$500.00	\$675.30
ALS 2 A0433	\$773.77	\$850.00	\$1,160.66
Specialty Care Transports A0434	\$914.46	NA	\$1,371.69
Mileage A0425	\$9.15	\$12.00	\$13.73

LODGING TAX

Lodging Tax Recent History:

- In FY 2001, City Council voted to add the \$1 per room per night to the lodging tax rate of 5.5% (Ordinance #O-00-105)
- In FY 2018, City Council voted to increase the lodging tax rate to 6.5% plus \$1 per room per night (Ordinance #O-17-052)

Other Considerations:

- Staff was unable to find comparable rate increases in other localities or studies that examine the impact of lodging tax increases above 2-3%.
- A dramatic increase in taxation might force state-wide legislation that creates caps or prevents lodging taxes from being used in the general fund, as seen in other states.
- If increased lodging tax leads to lower room rates or fewer room nights city revenue will be negatively impacted.

COMPARABLE LODGING TAX RATES

Locality	Lodging Tax	Lodging/Room Tax
Virginia Beach	9.0%	\$2.00
Chesapeake	8.0%	\$1.00
Richmond	8.0%	N/A
Norfolk	9.0%	\$3.00
Newport News	8.0%	\$1.00
Alexandria	6.5%	\$1.25
Hampton	8.0%	\$2.00
Suffolk	8.0%	\$1.00
Roanoke	8.0%	N/A
Portsmouth	8.0%	\$3.00
Lynchburg	6.5%	\$1.00
Harrisonburg	7.0%	N/A
Charlottesville	9.0%	N/A
Manassas	8.0%	N/A
Danville	8.0%	\$3.00

LODGING TAX PLAN

Tax	Rate	Inc / (Dec)	Revenue
Meals	6.5%	0.0%	\$0
Lodging	12.5%	6.0%	\$3,107,862
Lodging - Room	\$10.00	\$9.00	\$3,898,350
Amusement	7.0%	0.0%	\$0
Personal Property	\$3.80	\$0.00	\$0
Real Estate	\$0.767	(\$0.123)	(\$11,157,920)
Change from Proposed			(\$4,151,708)
Remove proposed changes to the Elderly and Disabled Tax Relief program			\$500,000
Ambulance Service Fees (150% of current Medicare Allowable)			\$200,000
Net Change from Proposed			(\$3,451,708)
Average Tax @ \$163/Night			23.9%

REAL ESTATE TAX RATE EQUALIZATION OVER TWO ASSESSMENT PERIODS

- In FY 2024 City Council reduced the tax rate below equalization.
 - Equalization rate was 92.8 cents
 - City Council adopted 89.0 cents
- The equalized rate over two reassessment periods is 80.8 cents.

MODIFIED ONE: LODGING TAX PLAN

Tax	Rate	Inc / (Dec)	Revenue
Meals	6.5%	0.0%	\$0
Lodging	12.5%	6.5%	\$3,107,862
Lodging - Room	\$10.00	\$9.00	\$3,898,350
Amusement	7.0%	0.0%	\$0
Personal Property	\$3.80	\$0.00	\$0
Real Estate	\$0.808	(\$0.082)	(\$7,438,614)
Change from Proposed			(\$432,402)
Remove proposed changes to the Elderly and Disabled Tax Relief program			\$500,000
Ambulance Service Fees (150% of current Medicare Allowable)			\$200,000
Net Change from Proposed			\$267,598
Average Tax @ \$163/Night			23.9%

MODIFIED TWO: LODGING TAX PLAN

Tax	Rate	Inc / (Dec)	Revenue
Meals	7.0%	0.5%	\$1,615,384
Lodging	11.0%	4.50%	\$2,330,897
Lodging - Room	\$7.50	\$6.50	\$2,815,475
Amusement	7.0%	0.0%	\$0
Personal Property	\$3.80	\$0.00	\$0
Real Estate	\$0.808	(\$0.082)	(\$7,438,614)
Change from Proposed			(\$676,858)
Remove proposed changes to the Elderly and Disabled Tax Relief program			\$500,000
Ambulance Service Fees (150% of current Medicare Allowable)			\$200,000
Net Change from Proposed			\$23,142
Average Tax @ \$163/Night			20.9%

LODGING TAX REVENUE RESERVE

- Staff recommends creating a Lodging Tax Revenue Reserve of \$1,000,000 due to the uncertainty of the impact of raising the lodging tax
- The reserve would be funded from the Unassigned General Fund Balance (UGFB)

TAKEAWAYS

- A public hearing is required to raise any tax or fee prior to adopting the budget
 - Must be advertised seven (7) days ahead of the public hearing
 - Legal advertisement due to the newspaper on Thursday at 3pm to hold a public hearing on May 27, 2025

AGENDA ITEM SUMMARY**MEETING DATE**

May 13, 2025

PRESENTED BY

Rachel Frischeisen, City Planner

AGENDA ITEM # IV.5

Cedar Ridge Townhomes Rezoning - 665, 667, 669 Leesville Road

RECOMMENDATION

This item will appear for City Council vote on the May 27, 2025, Public Hearing agenda. Denial of the petition to rezone 665, 667, and 669 Leesville Road from R-1, Low Density Residential District to R-4C, High Density Residential District (Conditional) to allow the construction of fifty-four (54) townhomes.

SUMMARY

Mr. Carl Martin, of Martin Ridge Homes LLC, is petitioning for a rezoning from R-1, Low Density Residential District to R-4C, High Density Residential District (Conditional) to allow the construction of fifty-four (54) townhomes.

The Comprehensive Plan 2013-2030 Future Land Use Map (FLUM) recommends a Medium Density Residential use for the portion of the properties where the proposed townhomes would be located. A small other portion adjoining Burton Creek is recommended for Resource Conservation use. Medium Density Residential areas are characterized by small-lot single family detached housing, duplexes, and townhouses at densities up to 12 units per acre. Where neighborhoods already exist, infill development should be at a compatible density and housing type.

At the time that the Planning Commission report was written, the petitioner had not submitted proffers. Prior to the Planning Commission public hearing, the petitioner submitted the following voluntary proffers:

1. The site will be developed in substantial compliance with the site plan as submitted.
2. Parking will exceed requirements for the number of units shown.

The Planning Commission recommended denial of the petition due to concerns about traffic and preserving R-1, Low Density Residential District, zoning.

PRIOR ACTION(S)

April 9, 2025: The Planning Commission recommended denial (5-1 with 1 absent, Young-Jefferson) of the rezoning petition (with proffers).

April 9, 2025: The Planning Division recommended denial of the rezoning petition (without proffers).

FISCAL IMPACT

Approximately \$132,165 in new Real Estate Tax Revenue annually (based on an estimated valuation of \$275,000 per unit).

CONTACT(S)

Rachel Frischeisen, City Planner

ATTACHMENT(S)

1. Presentation Slides
2. Planning Commission Minutes, Report, and Attachments

REVIEWED BY



William Martin, Community Development Director

Date: May 05, 2025



Kent White, Assistant City Manager

Date: May 06, 2025



Alicia Finney, Clerk of Council

Date: May 07, 2025

665, 667, 669 LEESVILLE ROAD CEDAR RIDGE TOWNHOMES

Tuesday, May 13, 2025



PURPOSE & ACTION

Purpose:

Petition of Martin Ridge Homes, LLC to rezone approximately four and six hundred twelve thousandths (4.612) acres from R-1, Low Density Residential District to R-4C, High Density Residential District (Conditional) to allow the construction of fifty-four (54) townhomes.

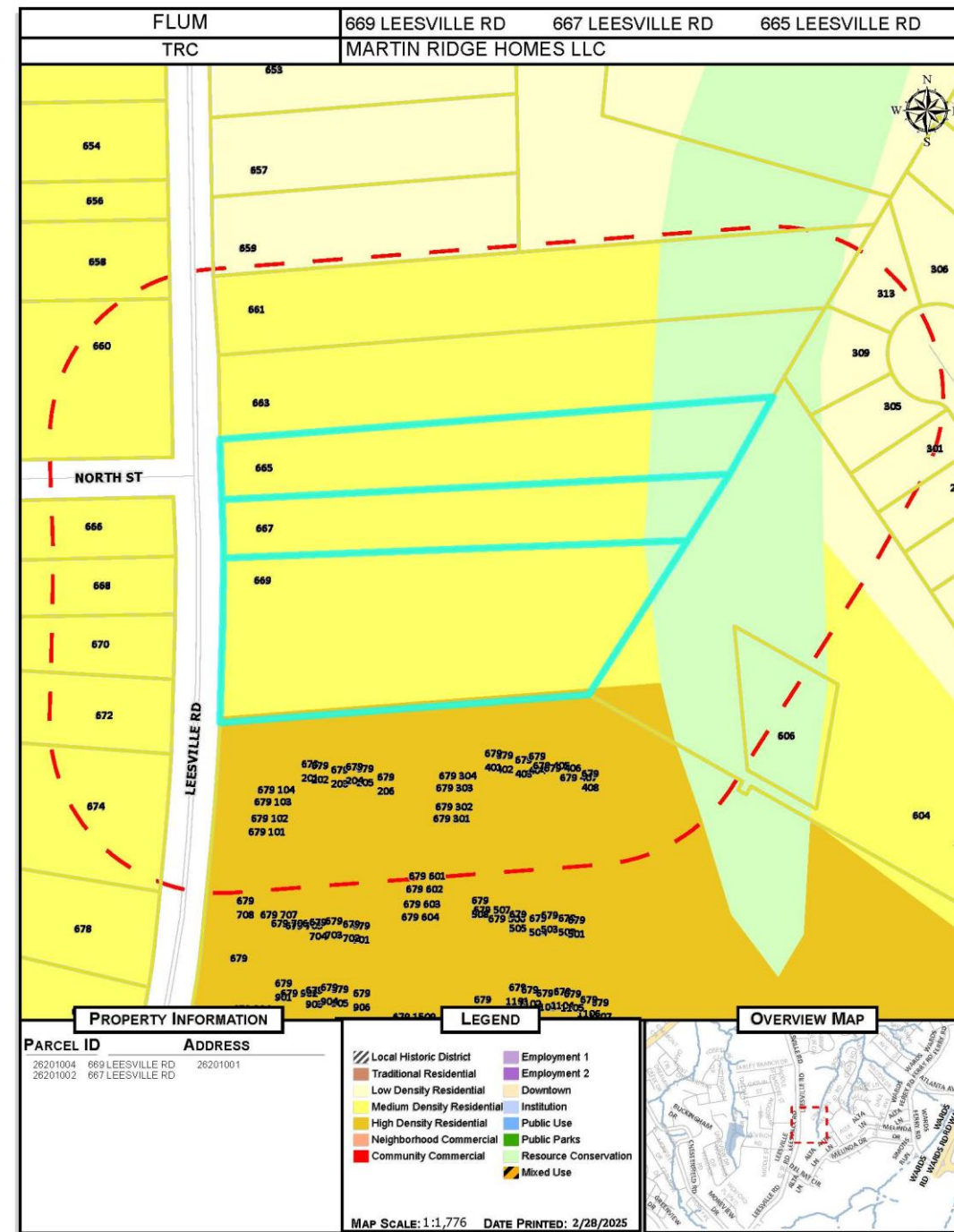
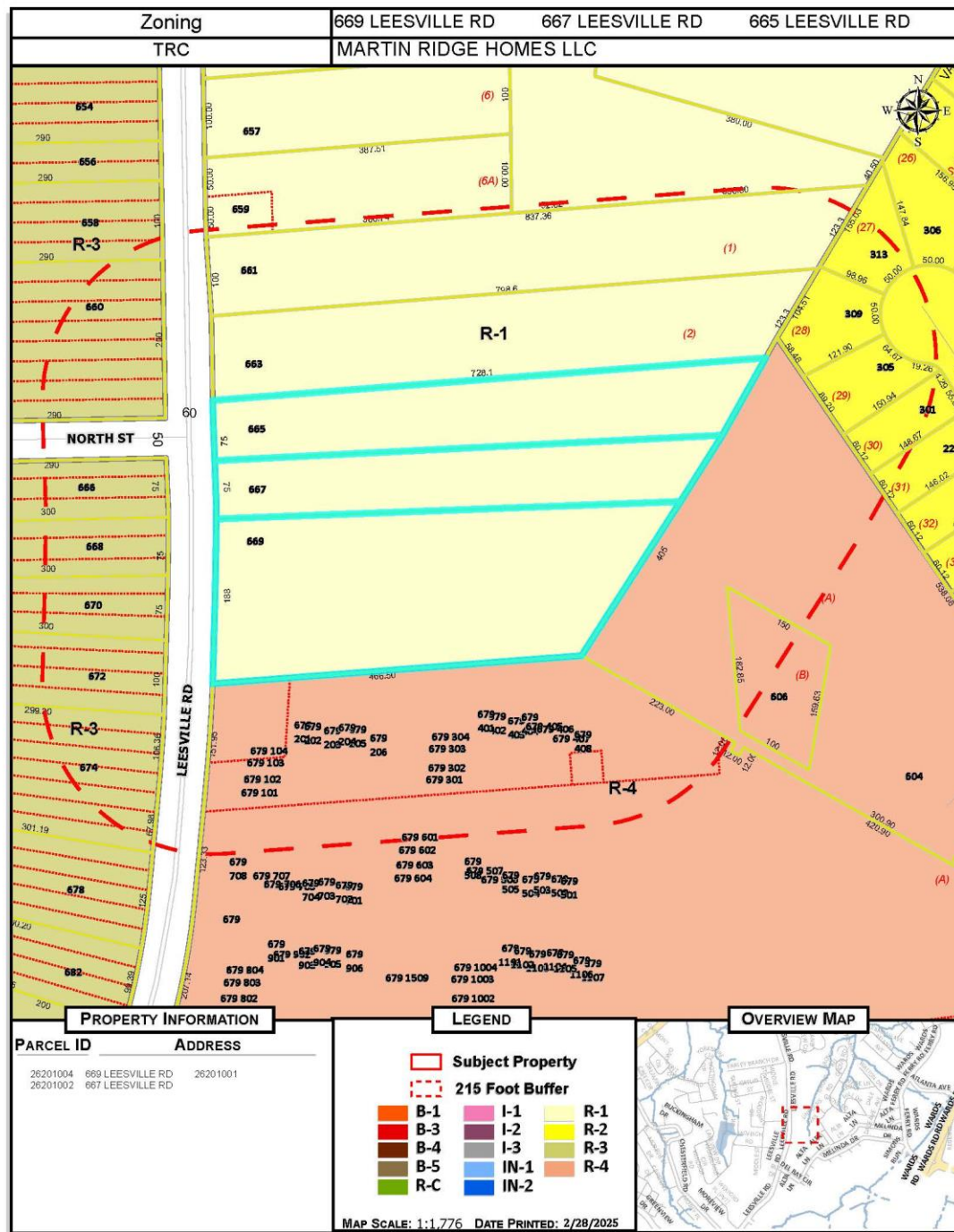
Recommendation:

The Planning Commission recommended denial (5-1, with 1 absent) of the rezoning petition.

Action:

A City Council Public Hearing will be held on May 27, 2025.





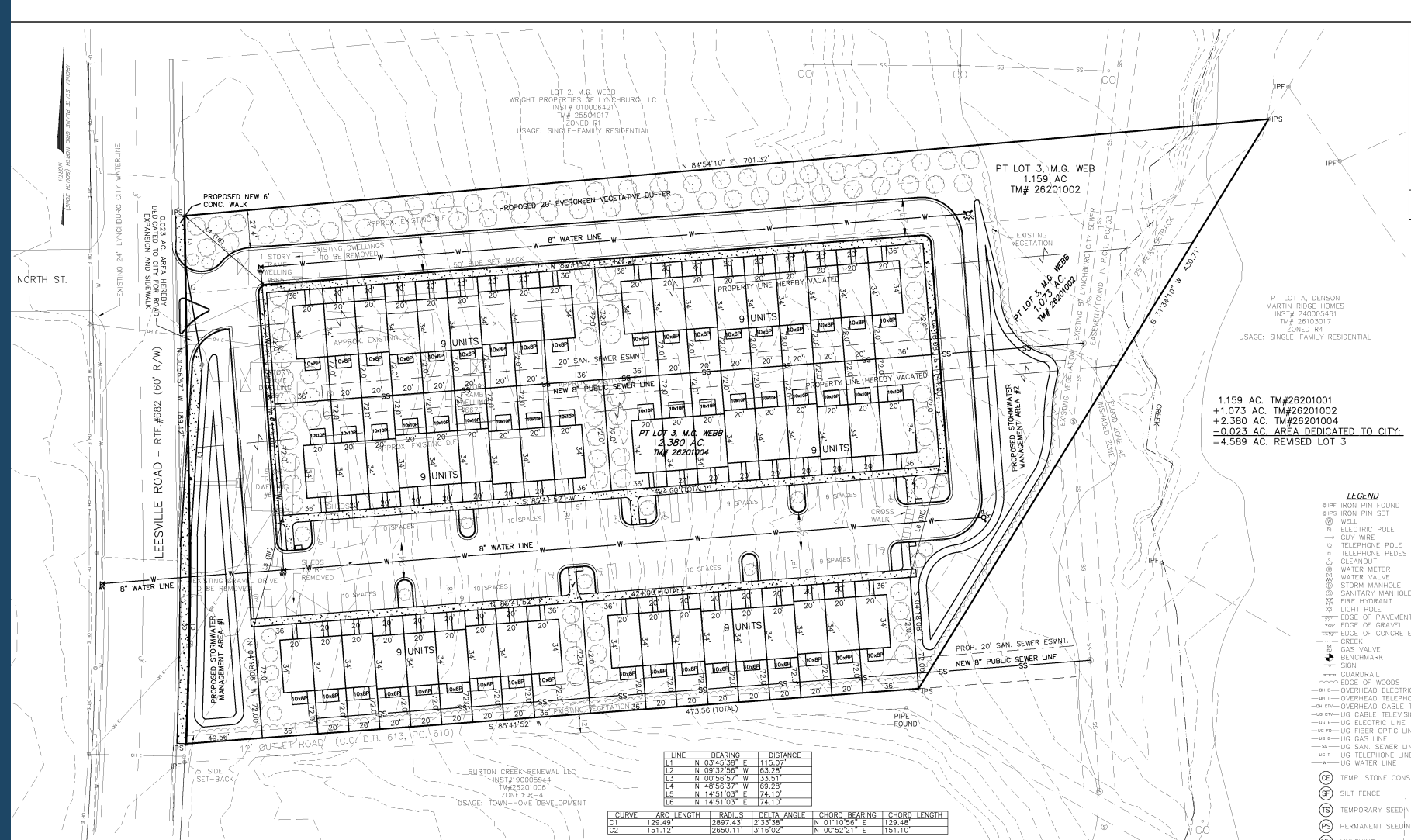


Example of proposed townhome

Proffers:

1. The site will be developed in substantial compliance with the site plan as submitted.

2. Parking will exceed requirements for the number of units shown.



PROPOSED LOT DETAILS:

- COMMON LOT: 20' X 72' = 1,440 SQ.FT. LOT.
- END LOTS: 36' X 72' = 1,512 SQ.FT. LOT.

NOTES:

- THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE REPORT AND DOES NOT, THEREFORE, NECESSARILY INDICATE ALL ENCUMBRANCES UPON THE PROPERTY.
- THIS PROPERTY IS PARTIALLY IN A FLOOD ZONE. THIS PROPERTY IS IN ZONE AE AND UNSHADED FLOOD ZONE X AS SCALED FROM F.E.M.A. FLOOD INSURANCE RATE MAP# 81009301020, WITH AN EFFECTIVE DATE OF JUNE 03, 2008.
- THIS PLAT HAS BEEN NOT BEEN PREPARED FROM AN ACTUAL FIELD SURVEY. ALL BOUNDARY INFORMATION TAKEN FROM RECORD DATA.
- PROPERTY CURRENTLY ZONED R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL.
- PROPERTY TO BE SERVED BY PUBLIC WATER AND PUBLIC SEWERAGE SYSTEMS.

SITE NOTES

- PARKING CALCULATIONS:
REQ'D: 1 SPACE/UNIT @ 54 UNITS = 54 SPACES REQUIRED
PROVIDED: 74 SPACES PROVIDED
- ALL PROPOSED UTILITIES WILL BE UNDERGROUND.
- ALL EXTERIOR LIGHTING WILL BE GLARE SHIELDED, NON-DIRECTIONAL WITH TAMPER RESISTANT HOUSING. LIGHTING WILL NOT CROSS OVER PROPERTY LINES.
- WALL MOUNTED LIGHTS ARE REQUIRED AT ALL ENTRANCE LOCATIONS TO EACH UNIT AS A MINIMUM.
- PARKING LOT WILL BE SIGNED WITH "PARKING FOR RESIDENTS AND APPROVED GUESTS ONLY."
- NO TRESPASSING SIGNS WILL BE POSTED AROUND THE PERIMETER OF THE PROPERTY AND AT SITE ENTRANCE.

TRIP GENERATION BASED ON I.T.E. CODE #215:

NO. UNITS: 54
DAILY TRIPS: 361
A.M. PEAK: 30
P.M. PEAK: 36

MINIMUM LOT REQUIREMENTS:

- LOT AREA: 1,200 SF
- UNIT WIDTH: 16 FT
- FRONT YARD: 10 FT
- SIDE YARD: 16 FT AT EACH END OF A GROUP OF UNITS
- REAR YARD: 25 FT

DENSITY CALCULATION:

4.589 AC. - 0.345 AC. (90% OF FLOOD ZONE AREA) = 4.244 AC.
54 DU ÷ 4.244 AC. = 12.72 DU/AC



LEGAL DESCRIPTION:

BEGINNING AT AN IRON PIN SET ALONG THE ROW OF LEESVILLE ROAD, ROUTE #682, APPROXIMATELY 40' NORTH OF NORTH STREET;
THENCE N84°54'10"E A DISTANCE OF 701.32' TO AN IRON PIN SET;
THENCE S31°34'10"W A DISTANCE OF 430.71' TO AN IRON PIN SET;
THENCE S85°41'52"W A DISTANCE OF 473.56' TO AN IRON PIN SET;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 151.12', WITH A RADIUS OF 2650.11', WITH A CHORD BEARING OF N00°52'21"E, WITH A CHORD LENGTH OF 151.10';
THENCE N00°56'57"W A DISTANCE OF 189.12' TO THE POINT OF BEGINNING;
HAVING AN AREA OF 4.612 ACRES.

BUILDING DETAILS:

- EACH 20' X 34' UNIT WILL BE A 2 STORY, 3 BEDROOM AND 2 BATHROOM UNIT.
- EACH UNIT WILL CONSIST OF 600 SQ.FT. PER STORY FOR A TOTAL OF 1,200 SQ.FT. PER UNIT.
- EACH UNIT WILL HAVE AN ESTIMATED VALUE OF APPROXIMATELY \$275,000.

OWNERS ADDRESS:
158 HAWKING W.
LYNCHBURG, VA
SHIRLEY GRAY
0.8487, PG.661
26201004



Fri Feb 7 2025

Imagery © 2025 Nearmap, HERE

50 ft

Nearmap

MINUTES OF THE APRIL 9, 2025 PLANNING COMMISSION MEETING (MINUTES HAVE NOT BEEN APPROVED):

Petition of Martin Ridge Homes, LLC to rezone approximately four and six hundred twelve thousandths (4.612) acres located at 665, 667, and 669 Leesville Road from R-1, Low Density Residential District to R-4C, High Density Residential District (Conditional) to allow for a fifty-four (54) unit townhome development.

Ms. Rachel Frischeisen, City Planner, provided the following summary to the Commission. The purpose of the petition is to rezone approximately four and six tenths (4.6) acres from R-1, Low Density Residential District to R-4C, High Density Residential District (Conditional) to allow the construction of fifty-four (54) townhomes located at 665, 667, and 669 Leesville Road. The Comprehensive Plan 2013-2030 Future Land Use Map (FLUM) recommends a Medium Density Residential use for a majority of the properties. The other portion of the property, adjoining Burton Creek, is recommended for a Resource Conservation use. Medium Density Residential areas are characterized by small lot single-family detached housing, duplexes, and townhouses at densities of up to twelve (12) units per acre. Where neighborhoods already exist, infill development should be at a compatible density and housing type. In addition to residential uses, they may include public and institution uses compatible in scale with single-family residential homes. The subject properties were annexed into the City in 1976. The existing R-1, Low Density Residential District zoning was established in 1978. The properties are bound to the north and east by single-household uses, to the south by townhouse style apartments, and to the west (across Leesville Road) by residential uses. If the petitions are approved, the property would be developed as a fifty-four (54) unit townhome development with associated parking. As shown, the concept plan includes the twenty (20) foot vegetative buffer adjoining the R-1, Low Density Residential District to the north and meets the fifty (50) foot setback required by the Zoning Ordinance. The proposed development density of 12.72 units per acre is similar to the density threshold as recommended by the Future Land Use Map (FLUM), which is up to twelve (12) units per acre in the Medium Density Residential category. Additionally, work is not proposed in the flood zone, which is consistent with the FLUM recommendation for Resource Conservation in that area. At the time that the report was written, there were no proffers associated with the petition. Rezoning the properties to R-4, High Density Residential District with no restrictions would have allowed any type of multi-household structure, including apartments, at a density threshold of up to 21.78 units per acre. This level of density would not be compatible with the FLUM recommendation or the surrounding area. The petitioner recently submitted proffers that state that the site will be developed generally as shown on the concept plan and that the parking minimum required by the Zoning Ordinance, which is one (1) space per unit, will be exceeded. The concept plan in the report needs a correction. The plan shows three hundred fourteen (314) trips per day; this was based on previous version of the ITE trip generation manual. Based on the current edition, it would be an estimated three hundred sixty-one (361) trips per day. This still falls below the threshold for requiring a traffic study, which is five hundred (500) trips per day or fifty (50) peak hour trips. The plan also shows a right in, right out access driveway, also called a directional median entrance or a "porkchop". The addition of the proffers does give some assurance that this development would be constructed as shown. Previously, without proffers, staff recommended denial. It's ultimately up to Planning Commission to forward their own recommendation to City Council. There are merits to the petition – townhomes allow homeownership opportunities; townhomes can be a good transition between single-household detached housing and apartments; and the development does align with the FLUM recommendation. However, the right in, right out access may not be appropriate since it can contribute negatively to traffic overall.

Chair Rogers asked if there was anyone present to speak on behalf of the petition.

Mr. Jake Leonard of Nixon Land Surveying, LLC, was present to represent the petition. The client plans to tear down the four (4) existing dwellings, combine the three (3) lots and construct fifty-four (54) townhomes. This development will include parking, multi directional lanes looping around the development, and a right in, right out entrance.

Mr. Russel Nixon of Nixon Land Surveying, LLC, was also present to represent the petition. He addressed

the right in, right out, or porkchop, entrance concerns, stating that Leesville Road currently has several driveways for single-family homes and this entrance will be a tapered, modified entrance. This entrance has not been designed yet, but based on past experience, he believes it will work. Sewer and water will be extended through the development, which will allow others along Leesville Road to potentially tie in. There could be benefits for everyone and this will be a good development that will help with the housing crisis. The townhomes will be for sale at a price around \$275,000.

Chair Rogers asked if there was anyone present to speak in favor of the petition.

Chair Rogers asked if there was anyone present to speak in opposition to the petition.

Mr. James Burton left a voicemail stating that he believed there were enough townhomes on Leesville Road and that he was not in favor of the petition.

With there being no further members of the public who wished to speak on the petition, Chair Rogers closed the public hearing.

Commissioner Henderson asked if all the townhomes would be for sale.

Mr. Nixon and Mr. Leonard replied yes.

Commissioner Gammon noted that the mortgages of these townhomes would likely be around \$1,500-\$1,600 per month and asked what housing need they would address.

Mr. Leonard replied that they would be single-family homes for new and small families or students who could split the cost with roommates. They could serve a wide variety of homeowners.

Commissioner Gammon asked if there would be a Homeowners Association (HOA) for the development.

Mr. Nixon and Mr. Leonard replied that there would be a HOA.

Commissioner Gammon asked if there would be a club house.

Mr. Nixon responded no, there were no plans for one at this time.

Commissioner Gammon stated that the City is in the process of updating the Comprehensive Plan. For the last several decades, the lower two thirds of Lynchburg has suffered the vast bulk of high-density urban housing with associated traffic and crime. The upper one third has largely avoided these things. Generally, City Council is not in favor of rezoning R-1, Low Density Residential parcels for high density. The Comprehensive Plan update will decide what direction Lynchburg goes in, whether it will be a City of home owners or one of transient residents. The City currently has a large number of renters, which is alarming when considering taxation and valuation issues. The lower two thirds of the City hosts a lot of the section eight, high density, and Department of Housing and Urban Development (HUD) houses and the problems they bring. He concluded that there is no more room for high density housing in the lower two thirds of the City and he does not support the petition.

Mr. Nixon replied that this would not be section eight or HUD housing.

Commissioner Gammon responded that he was aware. A single-family house will hold its value one hundred (100) years from now but townhomes may turn into an urban jungle in fifty (50) years.

Mr. Leonard replied that these townhomes are a step toward homeownership for those who can't afford the existing housing that is available and may help combat the rising percentage of renters.

Commissioner Gammon stated that there is a movement to get out of the urban density of Downtown Lynchburg. There is a lot of undeveloped property in the northern part of the City.

Chair Rogers asked if there were any other commissioners who had questions.

Commissioner Woodson asked if there were any other developments that have a right in, right out on Leesville Road.

Mr. Nixon replied that he is currently working on another townhome development, Wyndsor Townhomes, on Leesville. A right in, right out tapered entrance/exit was proposed for that development as well. This type of entrance has been done before and there have not been issues. This type of entrance also allows for some deceleration since it allows a driver to move out of the lane of traffic.

Commissioner Henderson noted that the Burton Street apartments don't have a taper.

Commissioner Perault asked about the concerns regarding the right in, right out entrance.

Ms. Frischeisen replied that right in, right outs can be safer and there are instances where they make sense. In the long term, they could contribute congestion by creating more trips on the road when a shorter trip could be available. It can lead drivers to illegally make U-turns in the middle of the road and could cause drivers to use other people's driveways as turn arounds.

Mr. Nixon responded that a porkchop was proposed because that is what the Virginia Department of Transportation (VDOT) considers a traffic solution. The design will help when considering future trip generations as the road becomes busier.

Ms. Frischeisen replied that the City Engineer noted that the porkchop, which they have proffered, would need to have longer barriers because the entrance is close to where North Street comes out.

Commissioner Woodson commented that there have been several serious accidents on Leesville Road coming off of North Street with the existing level of traffic.

Mr. Nixon responded that the porkchop will help prevent that, is a safe way to control traffic, and won't hinder selling the townhomes.

Commissioner Cox asked why they are asking to rezone to R-4, High Density Residential, instead of R-3, Medium Density Residential.

Ms. Frischeisen replied that R-4, High Density Residential, is the only residential zoning that allows for townhomes by right. It also allows for apartments. If the petitioner rezoned to R-3, Medium Density Residential, they would also need a Conditional Use Permit to build townhomes.

Mr. Leonard stated that this development would be less dense than what R-4 allows for.

Commissioner Rogers said that the infrastructure is there to support this development and he is in favor of supporting developments where there is infrastructure. While the road sees less traffic than others, there is a speed issue. Leesville Road was a highway out of the City and is now turning into a neighborhood road. Another issue is that there is no buffer here from R-1, Low Density Residential to R-4, High Density Residential.

Commissioner Gammon responded that due to previous rezonings, there is little R-1 remaining in the City where single-family homes can be built. The Commission needs to look at what the City will become. Will it be transient, where people live until they can buy something in the county or a destination, where people want to raise their family? City Council has asked Planning Commission to not rezone R-1.

Commissioner Rogers noted that the problem is that houses in R-1 districts become much too expensive when built. The Commission needs to consider how to utilize land in the Comprehensive Plan update.

Ms. Frischeisen reminded the Commissioners that while the Comprehensive Plan is being updated, they should operate under the current Comprehensive Plan.

Commissioner Henderson asked Ms. Frischeisen how she felt about the petition with the proffers.

Ms. Frischeisen responded that with the added proffers, she leans toward recommending approval as this closely aligns with the Future Land Use Map (FLUM). There could be more clarity regarding the petitioner's intent to make the townhomes for sale units.

Commissioner Rogers asked if for sale townhomes could be a proffer.

Mr. Nixon replied that was a possibility and they could add it before it went to City Council.

Ms. Frischeisen responded that proffers could be submitted before the item went to City Council. All of the property owners would need to agree but not all of the owners were present at the meeting.

Mr. Nixon said that the narrative outlines the intent to sell each townhome and is located on the concept plan, so it may not need to be proffered.

Commissioner Henderson asked Ms. Frischeisen if that was accurate.

Ms. Frischeisen replied that the narrative is not the same as a proffer. If the Commission felt that such a proffer would make a difference, they could table the item to give the owners time to deliberate.

Commissioner Gammon stated that the Commission needed to be careful and think about the limited amount of single-family housing. There are a number of expensive single-family houses, in the range of six hundred thousand dollars (\$600,000), going up near Walmart that are selling. Land can be used in ways the Commission may not expect or consider.

Commissioner Perault said he agreed with Commissioner Gammon. When considering the need to protect R-1 and addressing traffic and safety concerns, he was not in favor of the petition.

Commissioner Henderson said that he was torn. The Commission has had people come before them and ask for affordable housing. Generally, six hundred thousand-dollar (\$600,000) homes are not what people are looking for.

Commissioner Gammon replied that the City is surrounded by counties.

Commissioner Rogers disagreed with Commissioner Gammon regarding pushing people who need affordable housing into the county.

Commissioner Gammon noted that the Commissioners can disagree, Lynchburg is not New York City.

Commissioner Cox said there is a need for housing, but he is not sure with the design presented, that he could support the petition. If they had some more information, it would help.

Commissioner Rogers asked if he would like to table it.

Commissioner Cox replied yes, he would be willing to table it.

Commissioner Rogers wondered if the Comprehensive Plan update would change the way R-3 and R-4 districts are defined. Developers may choose to wait and see how the Zoning Ordinance changes.

Commissioner Gammon asked what he thought would change.

Commissioner Rogers replied that he hoped for more density options like rowhomes and townhomes in R-3 districts and buildability on smaller lots. There is a need to utilize space differently.

Commissioner Perault said he agreed with Ms. Frischeisen, the possible updates to the Comprehensive Plan are not part of the discussion regarding the petition. The Commission needs to work under the current Comprehensive Plan and should not table for reasons related to the update.

Commissioner Rogers noted that the developer could bring the petition back later.

Commissioner Perault made the following motion, seconded by Commissioner Gammon. The motion to deny passed by the following vote:

“Based on the preceding Findings of Fact, the Planning Commission recommends to City Council denial of the petition of Martin Ridge Homes, LLC to rezone approximately four and six hundred twelve thousandths (4.612) acres located at 665, 667, and 669 Leesville Road from R-1, Low Density Residential District to R-4C, High Density Residential District (Conditional), subject to the following voluntarily submitted proffers:

- 1. The site will be developed in substantial compliance with the site plan as submitted.**
- 2. Parking will exceed requirements for the number of units shown.”**

AYES: Cox, Gammon, Perault, Rogers, Woodson	5
NOES: Henderson	1
ABSTENTIONS:	0
ABSENT: Young-Jefferson	1

The Department of Community Development
City Hall, Lynchburg, VA 24504 **434-455-3900**

To: Planning Commission
From: Planning Division
Date: April 9, 2025
Re: **REZONING: R-1, Low Density Residential District to R-4, High Density Residential District*** at 665, 667, and 669 Leesville Road.

I. PETITIONER

Mr. Carl Martin, Martin Ridge Homes, LLC, 101 Bethel Park Drive, Lynchburg, Virginia 24502

Representative: Mr. Jake Leonard, Nixon Land Surveying, LLC, 1063 Airport Road, Lynchburg, Virginia 24502

Property Owner:

665 & 667 Leesville Road: Mr. Carl Martin, Martin Ridge Homes, LLC, 101 Bethel Park Drive, Lynchburg, Virginia 24502

669 Leesville Road: Mr. Harry Gray, 1168 Hawkins Mill Road, Lynchburg, Virginia, 24503

II. LOCATION

The subject properties located at 665, 667, and 669 Leesville Road consist of approximately four and six hundred twelve thousandths (4.612) acres.

III. PURPOSE

The purpose of the petition is to rezone approximately four and six hundred twelve thousandths (4.612) acres from R-1, Low Density Residential District to R-4, High Density Residential District* to allow the construction of fifty-four (54) townhomes located at 665, 667, and 669 Leesville Road.

IV. SUMMARY

- Townhome developments are a permitted use in the requested R-4, High Density Residential District.
- The proposed density is similar to that which is recommended by the Medium Density Residential use on the Future Land Use Map (FLUM).
- The development as presented on the concept plan should have limited impact on the surrounding area but compliance with the concept plan is not guaranteed.*

The Planning Division recommends denial of the Rezoning petition.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Comprehensive Plan 2013-2030 Future Land Use Map (FLUM)* recommends a Medium Density Residential use for a majority of the properties. The other portion of the property, adjoining Burton Creek, is recommended for a Resource Conservation use.

* At the time that this report was written, the petitioner had not submitted proffers. The petitioner then submitted proffers prior to the Planning Commission meeting.

Medium Density Residential areas are characterized by small-lot single family detached housing, duplexes, and townhouses at densities up to 12 units per acre. Where neighborhoods already exist, infill development should be at a compatible density and housing type. In addition to residential uses, they may include public and institution uses compatible in scale with single family residential homes. Private recreation uses, including country clubs, swim and racquet clubs, and private open space are also appropriate. (p.72)

Resource Conservation Areas encompass lands with special natural characteristics that limit land uses and development to protect the City's environmental health. The mapped Resource Conservation Areas include the steep slopes of Candler's Mountain as well as the City's stream valleys. The stream valleys include streams and rivers, their 100-year floodplains, connected wetlands and adjacent steep slopes. Resource Conservation Areas are planned to remain in vegetated open space with development limited to: 1) trails and other passive recreational facilities that involve minimal removal of vegetation, and 2) public facilities that must be located in stream valleys. These include sewer mains, wastewater treatment plants, water intakes and outfalls, road crossings, and public boat ramps. The goal is to keep Resource Conservation Areas as natural as possible to stabilize slopes, prevent soil erosion, provide natural absorption areas for urban runoff, moderate climate, and provide wooded areas for wildlife and for the respite of City dwellers. On privately owned land within conservation areas, the intent is to allow appropriate land uses and infrastructure as long as the environmental value of these areas is conserved or enhanced and public safety is protected through buffers and other best management practices. (p.77)

2. **Zoning.** The subject properties were annexed into the City in 1976. The existing R-1, Low Density Residential District zoning was established in 1978.
3. **Proffers.** *At the time that this report was written, the petitioner had not submitted proffers. The petitioner then submitted the following proffer prior to the Planning Commission meeting:
 1. The site will be developed in substantial compliance with the site plan as submitted.
 2. Parking will exceed requirements for the number of units shown.
4. **Board of Zoning Appeals (BZA).** The Zoning Administrator has determined that no variances are needed for the development of the property as proposed.
5. **Surrounding Area.** There have been several items requiring City Council approval in the immediate area:
 - On May 22, 1979, City Council approved the Timberlake Road Study's Proposed Zoning, rezoning properties along Leesville Road.
 - On July 14, 1981, City Council approved Phillip Coffey's petition to rezone sixteen and eight tenths (16.8) acres at 762 Leesville Road from R-1, Low-Density Single-Family Residential District to R-4C, Medium-High Density, Multi-Family Residential District (Conditional) to allow the construction of twenty-seven (27) four (4) and six (6) unit apartments.
 - On May 14, 1985, City Council approved Virginia Baptist Hospital's CUP petition for the construction of a residential care center at Leesville Road and Del Ray Circle.
 - On August 13, 1991, City Council approved Tree of Life Pentecostal Holiness Church's CUP petition for the construction of a sanctuary and parking lot at 742 Leesville Road.
 - On June 13, 1995, City Council approved Virginia Baptist Hospital's CUP petition for the construction of a dining facility and building additions for Bridges Treatment Center at 693 Leesville Road.

- On April 9, 1996, City Council approved Virginia Baptist Hospital's CUP petition for cottages and parking areas for Bridges Treatment Center at 693 Leesville Road.
- On August 13, 1996, City Council approved Tree of Life Ministry's CUP petition for the expansion of existing church facilities at 742 Leesville Road.
- On November 11, 1997, City Council approved Victory Christian Fellowship's CUP petition for a master development plan to allow construction of a church and related facilities on the 600 block of Leesville Road.
- On August 14, 2001, City Council approved Centra Health's CUP petition for the construction of modular classrooms, additional classrooms, residential cottages and parking for Bridges Treatment Center at 693 Leesville Road.
- On December 11, 2001, City Council approved Tree of Life Ministry's CUP petition for Master Plan Development of a sanctuary, multi-purpose building, parking and athletic fields at 742 and 752 Leesville Road.
- On December 10, 2002, City Council approved Centra Health's CUP petition to retain modular classrooms and construct additional classrooms/residential cottages and a nature walk for Bridges Treatment Center at 693 Leesville Road.
- On February 10, 2004, City Council approved Luther Shepard's petition to rezone approximately three and eighty-nine hundredths (3.89) acres from R-1, Low-Density Single-Family Residential District to R-3C, Medium-Density, Two-Family Residential District (Conditional) at 800 Middle Street, to allow the construction of five (5) duplexes, in addition to three (3) existing duplexes.
- On November 9, 2004, City Council approved Joe Gantt's petitions to rezone approximately six and one tenth (6.1) acres from R-1, Low-Density Single-Family Residential District to R-3C, Medium-Density, Two-Family Residential District (Conditional) and for a CUP at 716, 718 and 726 Leesville Road to allow the construction of fifty-nine (59) townhomes and associated parking.
- On November 13, 2007, City Council denied the petitions of Lynchburg Renting, LLC to rezone approximately seven and thirteen hundredths (7.13) acres from R-1, Low-Density Single-Family Residential District to R-3C, Medium-Density, Two-Family Residential District (Conditional) and for a CUP at 714 Leesville Road disallowing the construction of seventy-six (76) townhomes and associated parking.
- On April 13, 2010, City Council approved the petitions of SFB, LLC to amend the Future Land Use Map (FLUM) from Low Density Residential to Office and to rezone from R-1, Low Density Residential to B-2C, Neighborhood Business District (Conditional) (now B-1, Limited Business District) at 623 Leesville Road to allow the construction of a business park.
- On September 8, 2015, City Council denied the petitions of Lynchburg Renting, LLC to rezone approximately seven and thirteen hundredths (7.13) acres from R-1, Low-Density Single-Family Residential to R-3C, Medium-Density, Two-Family Residential District (Conditional) and for a CUP at 714 Leesville Road disallowing the construction of a sixty-eight (68) unit townhomes and associated parking.
- On September 13, 2016, City Council approved the petition of Kristie Napier to rezone approximately one (1) acre at 630 & 636 Leesville Road from R-3, Medium Density Residential District to B-1C, Limited Business District (Conditional) to allow the reuse of an existing building as a business.
- On October 10, 2017, City Council approved the petition of Bell Terrace Developers, LLC, to rezone approximately nineteen and seven tenths (19.7) acres from R-1, Low Density

Residential District to R-2, Low-Medium Density Residential District at 226, 300, 306, 312, and 404 Alta Lane to allow the subdivision of the property into forty-four (44) lots.

- On September 24, 2019, City Council approved the petitions of Lynchburg Renting, LLC, to rezone approximately eight (8) acres from R-1, Low Density Residential District and R-3, Medium Density Residential District to R-3C, Medium Density Residential District (Conditional) and for a CUP at 710 & 714 Leesville Road to allow the construction of eighty-seven (87) townhomes.
 - On July 26, 2022, City Council approved the petitions of KAL Holdings, LLC, to amend the Future Land Use Map (FLUM) from Community Commercial to Medium Density Residential and to rezone approximately one (1) acre from B-1, Limited Business District to R-3, Medium Density Residential District at 620 Leesville Road to allow four (4) duplexes.
 - On April 11, 2023, City Council approved the petition of Lynchburg Renting, LLC, for a CUP at 710 and 714 Leesville Road to allow the construction of eighty-seven (87) townhomes. (The CUP granted on September 24, 2019 had expired.)
 - On September 26, 2023, City Council approved the petitions of Centra Health, Inc. to amend the Future Land Use Map (FLUM) from Low Density Residential to Community Commercial and to rezone 759 Leesville Road from R-1, Low Density Residential District to B-5C, General Business District (Conditional) to allow the construction of an entrance and parking area to serve the rehabilitation facility and behavioral health hospital that will be built on the portion of the property within the Campbell County.
 - On January 14, 2025, City Council approved the petition of NSS Propco, LLC, d/b/a Rivermont School, for a CUP at 742 Leesville Road to allow the use of an existing structure as a K-12 private school in an R-1, Low Density Residential District.
 - On February 11, 2025, City Council approved the petitions of Maddox and Sons Construction, Inc. to amend the Future Land Use Map (FLUM) from Institution and Neighborhood Commercial to Medium Density Residential; to rezone approximately eleven and seven hundred thirty-one thousandths (11.731) acres from R-1, Low Density Residential District to R-3C, Medium Density Residential District (Conditional); and for a Conditional Use Permit (CUP) at 750 Leesville Road to allow the construction of eighty-eight (88) townhomes.
 - On March 11, 2025, City Council approved the petition of Deborah H. Dolan to rezone approximately one and one hundredth (1.01) acres from R-1, Low Density Residential District to R-2, Low-Medium Density Residential District at 1600 & 1602 McVeigh Road to allow the subdivision of the existing two (2) lots into three (3) lots for an additional dwelling.
6. **Site Description.** The subject properties located at 665, 667, and 669 Leesville Road consist of approximately four and six hundred twelve thousandths (4.612) acres.

The property located at 665 Leesville Road contains a wood frame, vinyl siding, one-story residential home constructed in 1945. The structure is approximately seven hundred eighty-seven (787) square feet in size.

The property located at 667 Leesville Road contains two (2) residential structures. The first is a wood frame, aluminum siding, one-story residential home constructed in 1957. It is approximately eight hundred fifty-five (855) square feet in size. The second is a wood frame, brick and wood siding, one-story residential home constructed in 1957. It is approximately seven hundred forty (740) square feet in size.

The property located at 669 Leesville Road contains a wood frame, wood siding, one-story residential home constructed in 1938. It is approximately nine hundred seventy-one (971) square feet in size. There is also a utility shed that was constructed in 1938 and is approximately two hundred eighty-eight (288) square feet in size.

If the petition is approved, these existing structures would be demolished.

The properties are bound to the north and east by single-household uses, to the south by a townhome-style apartment development, and to the west (across Leesville Road) by residential uses.

7. **Proposed Use of Property.** If the petitions are approved, the property would be developed as a fifty-four (54) unit townhome development with associated parking.
8. **Traffic, Parking and Public Transit.** The petitioner was not required to conduct a traffic analysis as part of the petition. The City Engineer noted that only one (1) entrance will be allowed for the development.

The submitted concept plan indicates the construction of a fifty-four (54) unit townhome development with seventy-four (74) parking spaces, a directional island at the entrance, and pedestrian facilities within the development. The number of parking spaces proposed is above the *Zoning Ordinance* requirement of one (1) space per unit.

The area is served not by a Greater Lynchburg Transit Company (GLTC) fixed route, but is located within the GLTC Flex area, which is an on-demand transportation service that provides point-to-point trips.

9. **Stormwater Management.** A stormwater management / Erosion & Sediment Control Plan will be required prior to site plan approval. Information submitted by the petitioner indicates that stormwater quantity will be addressed by two (2) stormwater management areas. Stormwater quality will be addressed by offsite and/or onsite measures to be determined at the site plan phase.
10. **Emergency Services:** The City's Fire Marshal and Police Department had no comments of concern regarding the proposal.
11. **Impact.** The properties currently adjoin a townhome-style apartment development on one side, and residential uses on all others. As shown, the concept plan includes the twenty (20) foot vegetative buffer adjoining the R-1, Low Density Residential District to the north and meets the fifty (50) foot setback required by the Zoning Ordinance. The proposed development density of 12.72 units per acre is similar to the density threshold as recommended by the Future Land Use Map (FLUM), which is up to twelve (12) units per acre in the Medium Density Residential category. Additionally, work is not proposed in the flood zone, which is consistent with the FLUM recommendation for Resource Conservation in that area.

While the proposed townhome development should have limited impacts on the surrounding area and would fit well within the existing Leesville Road corridor, there is no guarantee that the development would comply with the concept plan as presented.*

Rezoning the properties to R-4, High Density Residential District with no restrictions would allow any type of multi-household structure, including apartments, at a density threshold of up

* At the time that this report was written, the petitioner had not submitted proffers. The petitioner then submitted proffers prior to the Planning Commission meeting.

to 21.78 units per acre.* This level of density would not be compatible with the FLUM recommendation or the surrounding area. Traffic impacts have also not been evaluated for that density.

12. **Technical Review Committee.** The Technical Review Committee (TRC) reviewed the petition on March 4, 2025.

VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council denial of the petition of Martin Ridge Homes, LLC to rezone approximately four and six hundred twelve thousandths (4.612) acres located at 665, 667, and 669 Leesville Road from R-1, Low Density Residential District to R-4C, High Density Residential District (Conditional), subject to the following voluntarily submitted proffers:

1. **The site will be developed in substantial compliance with the site plan as submitted.**
2. **Parking will exceed requirements for the number of units shown.**

This matter is respectfully offered for your consideration.



Rachel Frischeisen
City Planner

pc: Wynter Benda, City Manager
Greg Patrick, Deputy City Manager
Kent White, Assistant City Manager
Tom Martin, Director of Community Development
Matthew Freedman, City Attorney
J. Lee Newland, City Engineer
Cynthia Kozerow, Lynchburg Police Department
Candace Brown, Fire Marshal
Doug Saunders, Building Official
Kevin Henry, Zoning Administrator
Carl Martin, Martin Ridge Homes, LLC, Petitioner & Property Owner
Harry Gray, Property Owner
Jake Leonard, Nixon Land Surveying, LLC, Representative

VII. ATTACHMENTS

1. **Zoning Map with Adjoining Property Owners**

* At the time that this report was written, the petitioner had not submitted proffers. The petitioner then submitted proffers prior to the Planning Commission meeting.

2. **Future Land Use Map**
3. **Watershed Map**
4. **Planimetric and Topographic Map**
5. **Narrative**
6. **Concept Plan**
7. **Property Photograph**

Zoning

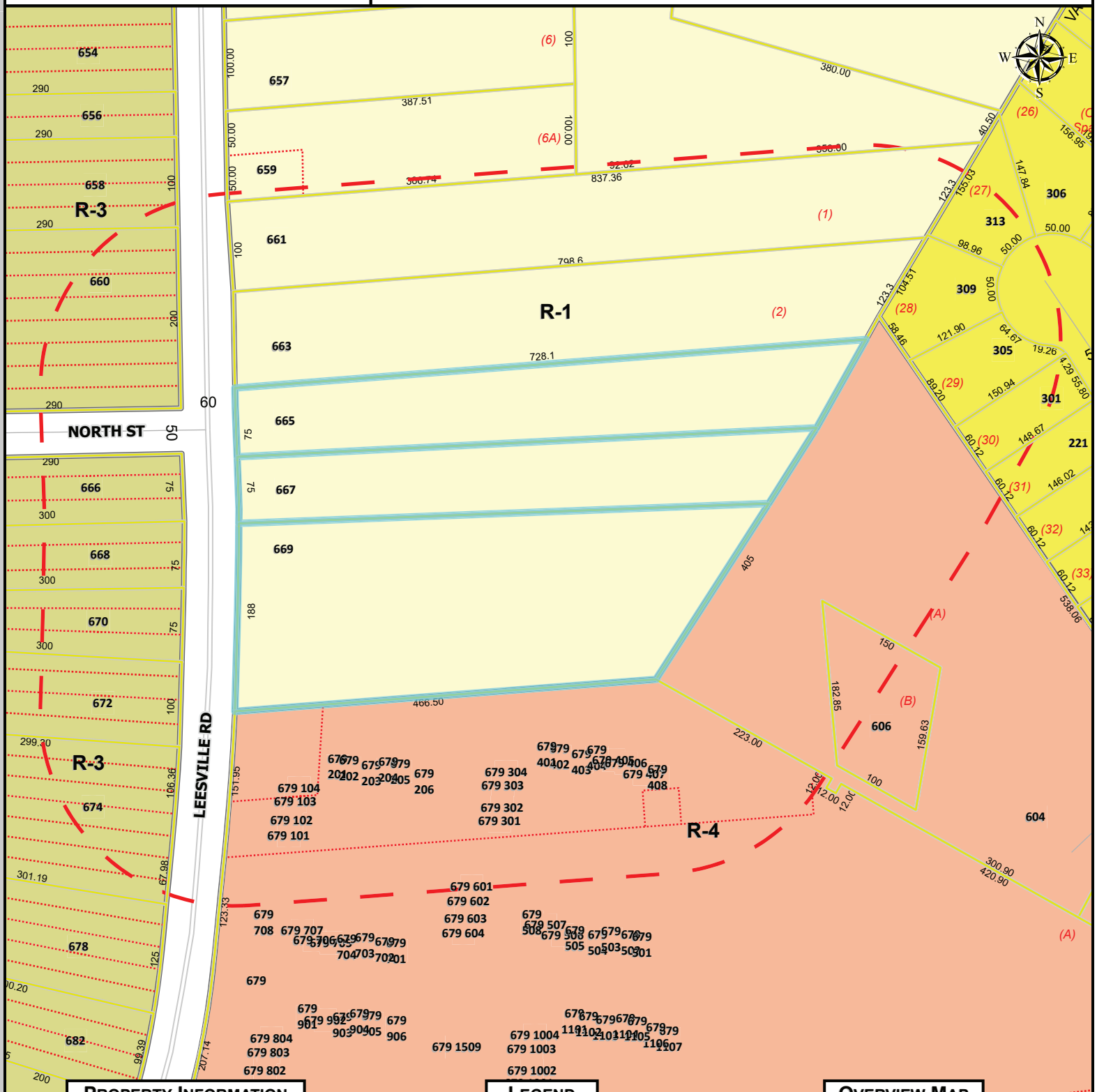
669 LEESVILLE RD

667 LEESVILLE RD

665 LEESVILLE RD

TRC

MARTIN RIDGE HOMES LLC



PROPERTY INFORMATION

PARCEL ID	ADDRESS
26201004	669 LEESVILLE RD
26201002	667 LEESVILLE RD

LEGEND

	Subject Property
	215 Foot Buffer
	B-1
	B-3
	B-4
	B-5
	R-C
	I-1
	I-2
	I-3
	IN-1
	IN-2
	R-1
	R-2
	R-3
	R-4

OVERVIEW MAP



MAP SCALE: 1:1,776 DATE PRINTED: 2/28/2025

665, 667 & 669 Leesville Road

Parcel ID	Address	Owner
26203004	672 LEESVILLE RD	FOBI LLC
26103018	606 DENSON DR	LITCHFORD, CORRIANNE KING
26203003	670 LEESVILLE RD	DAVID MICHAEL PROPERTIES LLC
26203002	668 LEESVILLE RD	TEMPLETON, RUSSELL
26201004	669 LEESVILLE RD	GRAY, HARRY
26201002	667 LEESVILLE RD	MARTIN RIDGE HOMES LLC
26103017	604 DENSON DR	MARTIN RIDGE HOMES LLC
26203001	666 LEESVILLE RD	MARSTON, JAMES R JR & MILSTEAD, JUANITA H TRS C/O CHERYL MARSTON
26201001	665 LEESVILLE RD	MARTIN RIDGE HOMES LLC
25504017	663 LEESVILLE RD	WRIGHT PROPERTIES OF LYNCHBURG LLC
25506009	660 LEESVILLE RD	WRIGHT PROPERTIES OF LYNCHBURG LLC
25506008	658 LEESVILLE RD	WRIGHT PROPERTIES OF LYNCHBURG INC
25504014	659 LEESVILLE RD	DUNN, VENESSA W ESTATE C/O JAMES E BURTON
25616001	651 LEESVILLE RD	DUNN, VENESSA W ESTATE C/O JAMES E BURTON
25504016	661 LEESVILLE RD	CJ ENTERPRISE LLC
26203005	674 LEESVILLE RD	HEATON, LEVI A III
26201006	679 LEESVILLE RD	BURTON CREEK RENEWAL LLC
26103054	221 BENTLEY GROVE WAY	HODNICKI, STEPHEN & YOON
26103053	301 BENTLEY GROVE WAY	WHITE, COREY H & SHANNON T
26103052	305 BENTLEY GROVE WAY	305 BENTLEY GROVE LLC
26103051	309 BENTLEY GROVE WAY	HOOVER, SHAUN M & LUXA LAUREN
26103050	313 BENTLEY GROVE WAY	CLINTON, ZACHARY & EVELYN

FLUM

TRC

669 LEESVILLE RD

MARTIN RIDGE HOMES LLC

667 LEESVILLE RD

665 LEESVILLE RD

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PROPERTY INFORMATION

PARCEL ID	ADDRESS
26201004	669 LEESVILLE RD
26201002	667 LEESVILLE RD

LEGEND

Local Historic District	Employment 1
Traditional Residential	Employment 2
Low Density Residential	Downtown
Medium Density Residential	Institution
High Density Residential	Public Use
Neighborhood Commercial	Public Parks
Community Commercial	Resource Conservation
	Mixed Use

OVERVIEW MAP

MAP SCALE: 1:1,776

DATE PRINTED: 2/28/2025



OVERVIEW MAP

[illegible]

Page 134 of 141



Nixon Land Surveying, LLC
Land Surveying, Planning & Environmental Consulting
1063 Airport Road, Suite C
Lynchburg, VA 24502
434-237-3600 (office)
434-237-0699 (fax)

3/17/2025

NARRATIVE:

The purpose of this rezoning request is to allow for the development of a 54 unit townhome development on the property located at 665, 667, and 669 Leesville Road in the City of Lynchburg, Virginia.

The owner proposes to tear down the four existing dwellings and vacate the boundary lines between TM#26201001, TM#26201002, and TM#26201004. Combining the three parcels into one larger parcel would allow for the construction of 54 townhome units on the reconfigured lot. The property is currently zoned R-1. Because the proposed construction and usage may no longer conform to the requirements of the R-1 zoning designation, changing the zoning designation of the property to R-4 is hereby requested.

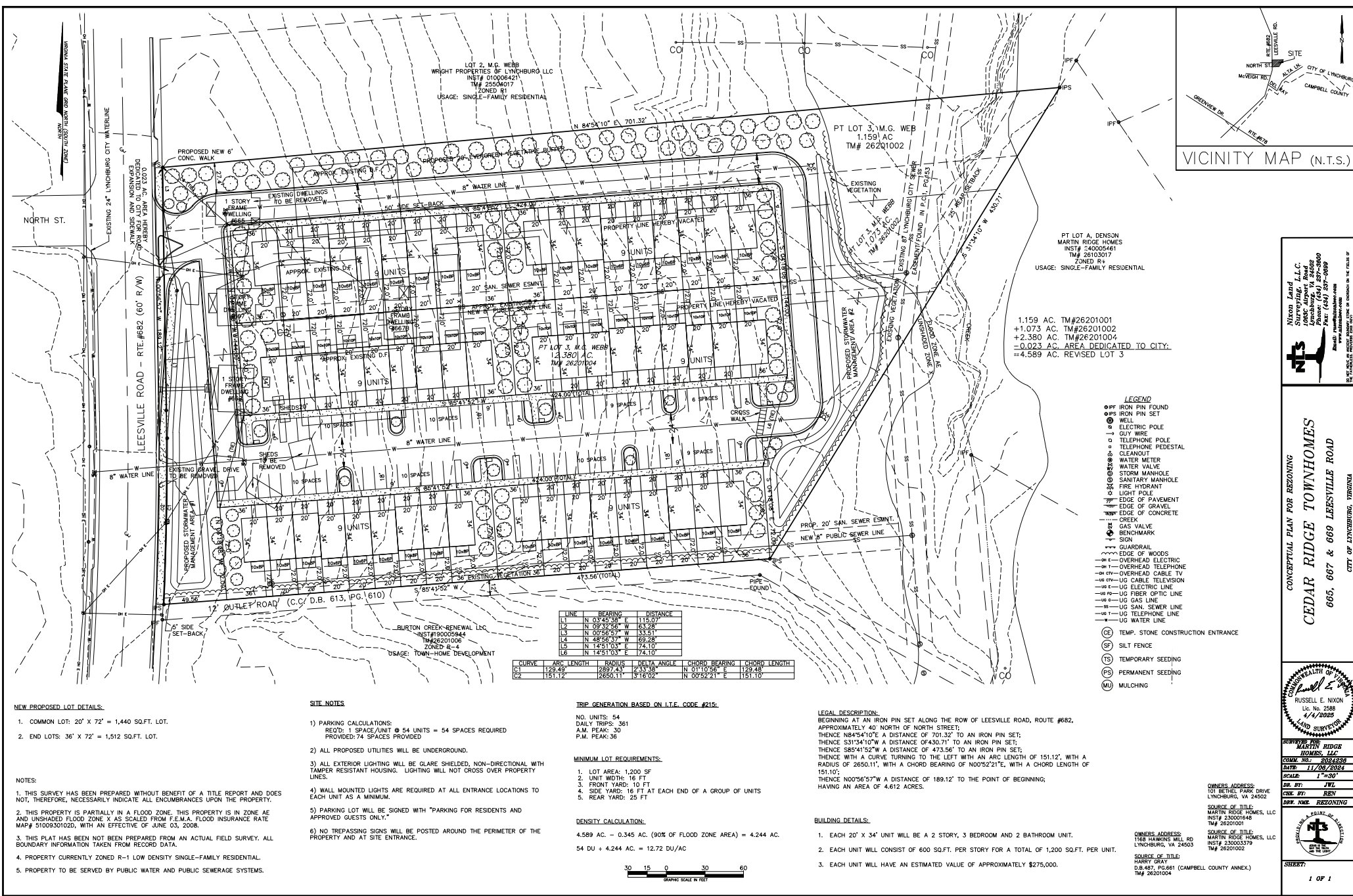
Stormwater would be managed with two proposed stormwater detention ponds (B.M.P.s), one in the front of the site and one in the rear.

Waterlines would be constructed connected the existing 24' waterline, running under Leesville run with a new 8" waterline, and split off into individual ¾" service lines for each individual unit.

Sanitary sewer would be run with new 8" lines running east to connect with the existing City of Lynchburg sewer line in the existing City sewer easement area. A new 20 foot sewer easement would be created along these new sewer lines.

The proposed 20 foot by 34 foot units would be two story, three bedroom and two bathroom units. Each unit would consist of approximately 600 square feet per story, for a total of 1,200 square feet per unit. Each unit is projected to have an estimated value of approximately two hundred and seventy-five thousand dollars.

In conclusion, we are requesting a rezoning from R-1 to R-4 to construct a 54 unit townhome development. Two detention ponds would be constructed to manage the stormwater quality and quantity, and the new units would be served by public water and public sewer by connecting to the existing utilities.



NEW PROPOSED LOT DETAILS:

1. COMMON LOT: 20' X 72' = 1,440 SQ.FT. LOT.
2. END LOTS: 36' X 72' = 1,512 SQ.FT. LOT.

NOTES:

1. THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE REPORT AND DOES NOT, THEREFORE, NECESSARILY INDICATE ALL ENCUMBRANCES UPON THE PROPERTY.
2. THIS PROPERTY IS PARTIALLY IN A FLOOD ZONE. THIS PROPERTY IS IN ZONE AE AND UNSHADED FLOOD ZONE X AS SCALED FROM F.E.M.A. FLOOD INSURANCE RATE MAP# 5100930102D, WITH AN EFFECTIVE OF JUNE 03, 2008.
3. THIS PLAT HAS BEEN NOT BEEN PREPARED FROM AN ACTUAL FIELD SURVEY. ALL BOUNDARY INFORMATION TAKEN FROM RECORD DATA.
4. PROPERTY CURRENTLY ZONED R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL.
5. PROPERTY TO BE SERVED BY PUBLIC WATER AND PUBLIC SEWERAGE SYSTEMS.

SITE NOTES

- 1) PARKING CALCULATIONS:
REQ'D: 1 SPACE/UNIT @ 54 UNITS = 54 SPACES REQUIRED
PROVIDED: 74 SPACES PROVIDED
- 2) ALL PROPOSED UTILITIES WILL BE UNDERGROUND.
- 3) ALL EXTERIOR LIGHTING WILL BE GLARE SHIELDED, NON-DIRECTIONAL WITH TAMPER RESISTANT HOUSING. LIGHTING WILL NOT CROSS OVER PROPERTY LINES.
- 4) WALL MOUNTED LIGHTS ARE REQUIRED AT ALL ENTRANCE LOCATIONS TO EACH UNIT AS A MINIMUM.
- 5) PARKING LOT WILL BE SIGNED WITH "PARKING FOR RESIDENTS AND APPROVED GUESTS ONLY."
- 6) NO TRESPASSING SIGNS WILL BE POSTED AROUND THE PERIMETER OF THE PROPERTY AND AT SITE ENTRANCE.

TRIP GENERATION BASED ON I.T.E. CODE #215:

NO. UNITS: 54
DAILY TRIPS: 361
A.M. PEAK: 30
P.M. PEAK: 36

MINIMUM LOT REQUIREMENTS:

1. LOT AREA: 1,200 SF
2. UNIT WIDTH: 16 FT
3. FRONT YARD: 10 FT
4. SIDE YARD: 16 FT AT EACH END OF A GROUP OF UNITS
5. REAR YARD: 25 FT

DENSITY CALCULATION:

4.589 AC. - 0.345 AC. (90% OF FLOOD ZONE AREA) = 4.244 AC.
54 DU @ 4.244 AC. = 12.72 DU/AC

LEGAL DESCRIPTION:
BEGINNING AT AN IRON PIN SET ALONG THE ROW OF LEESVILLE ROAD, ROUTE #682, APPROXIMATELY 40' NORTH OF NORTH STREET;
THENCE N64°54'10"E A DISTANCE OF 701.32' TO AN IRON PIN SET;
THENCE S31°34'10"W A DISTANCE OF 430.71' TO AN IRON PIN SET;
THENCE S85°41'52"W A DISTANCE OF 473.56' TO AN IRON PIN SET;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 151.12', WITH A RADIUS OF 2650.11', WITH A CHORD BEARING OF N00°52'21"E, WITH A CHORD LENGTH OF 151.10';
THENCE N00°56'57"W A DISTANCE OF 189.12' TO THE POINT OF BEGINNING;
HAVING AN AREA OF 4.612 ACRES.

BUILDING DETAILS:

1. EACH 20' X 34' UNIT WILL BE A 2 STORY, 3 BEDROOM AND 2 BATHROOM UNIT.
2. EACH UNIT WILL CONSIST OF 600 SQ.FT. PER STORY FOR A TOTAL OF 1,200 SQ.FT. PER UNIT.
3. EACH UNIT WILL HAVE AN ESTIMATED VALUE OF APPROXIMATELY \$275,000.

OWNERS ADDRESS:
1080C Airport Road
LYNCHBURG, VA 24003
Phone: (434) 257-3600
Fax: (434) 257-0099

SOURCE OF TITLE:
HARRY GRAY
D.B.487, P.G.661 (CAMPELL COUNTY ANNEX)
TM# 26201004

SOURCE OF TITLE:
MARTIN RIDGE HOMES, LLC
INST# 230003379
TM# 26201002

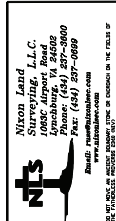
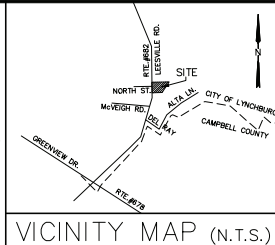
OWNERS ADDRESS:
101 BETHEL PARK DRIVE
LYNCHBURG, VA 24002

SOURCE OF TITLE:
MARTIN RIDGE HOMES, LLC
INST# 230001648
TM# 26201001

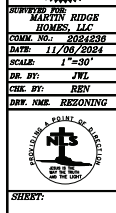
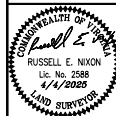
DR. BY: JWL
CHK. BY: REN
APP. NAME: REZONING

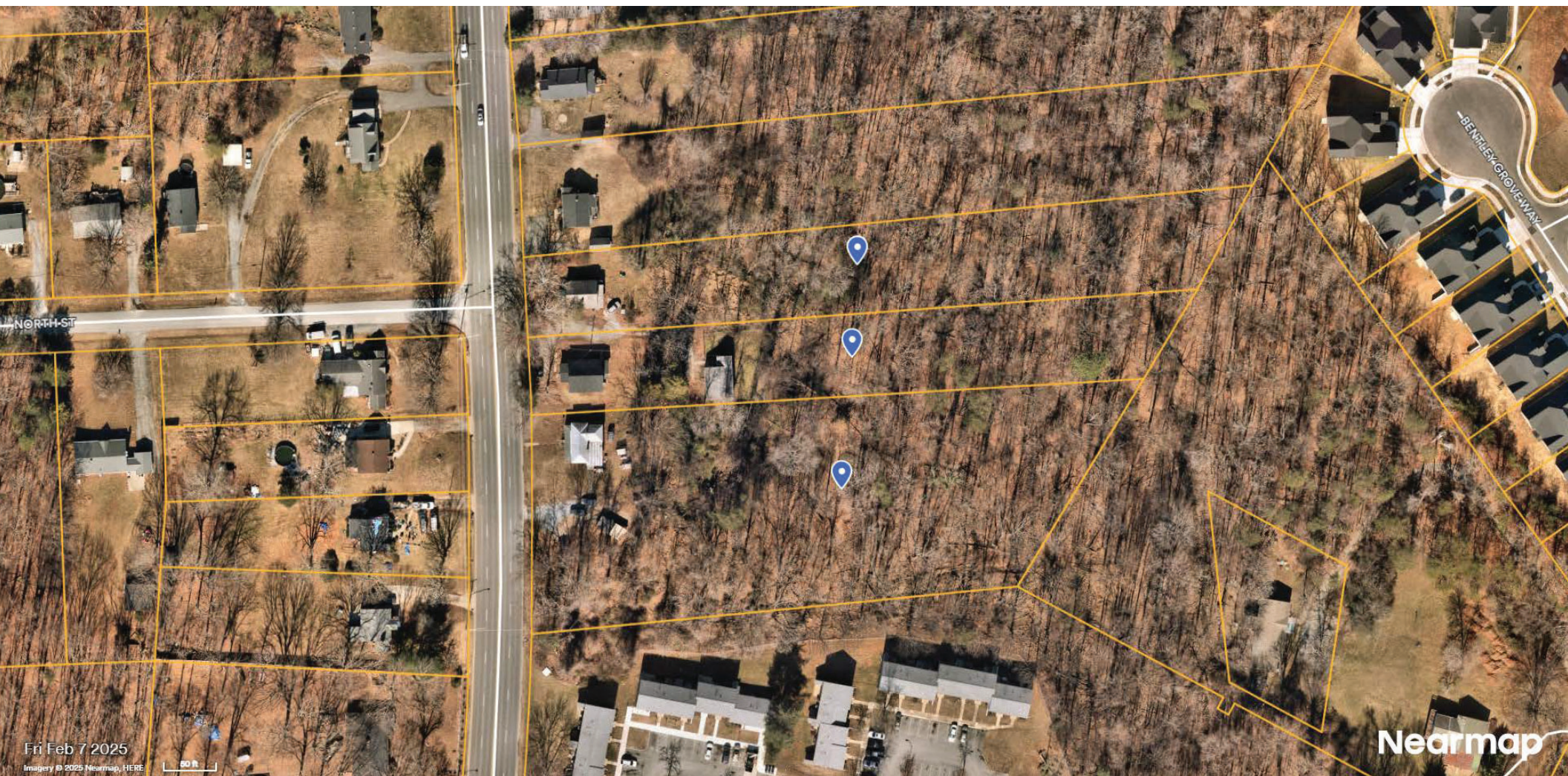
SHRBY:

1 OF 1



CONCEPTUAL PLAN FOR REZONING
CEDAR RIDGE TOWNHOMES
665, 667 & 669 LEESVILLE ROAD
CITY OF LYNCHBURG, VIRGINIA





April 9, 2025

PLEASE PRINT CLEARLY

[illegible]

AGENDA ITEM SUMMARY**MEETING DATE**

May 13, 2025

PRESENTED BY

Matthew Freedman, City Attorney

AGENDA ITEM # IV.6

Lynchburg City Council Rules of Procedure Amendments

RECOMMENDATION

Receive Information Regarding Two Amendments to the Lynchburg City Council Rules of Procedure

SUMMARY

At the request of the Mayor, a proposed amendment to the City Council's Rules of Procedure is being presented for discussion. In summary, the amendment would prohibit speakers from approaching the dais during the Public Comment section of meetings. Speakers who wish to provide Councilmembers with materials during the Public Comment section of a meeting will be permitted to do so through the Clerk of Council.

At the request of the Vice Mayor, a proposed amendment to the City Council's Rules of Procedure is being presented for discussion. In summary, except by consent of a majority of the Councilmembers present, the amendment would prohibit Councilmembers from leaving the dais during the Public Comment section of meetings to interact with speakers or the general public.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Matthew Freedman, City Attorney

ATTACHMENT(S)

1. Proposed Resolution - Amendment to Lynchburg City Council Rules of Procedure

REVIEWED BY

Alicia L. Finney

Alicia Finney, Clerk of Council

Date: May 08, 2025

RESOLUTION:

#R-25-__

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA:

1. That *Section 5-3. Public Comment* of the Lynchburg City Council Rules of Procedure ("RoP") is hereby amended and reenacted by amending rule number "12." under subsection "B." as follows:

12. Councilmembers shall not discuss issues raised by the public except by consent of a majority of the Councilmembers present. Additionally, except by consent of a majority of the Councilmembers present, Councilmembers are not permitted to leave the Council's dais during the Public Comment period for the purpose of interacting with speakers or members of the general public.

2. That *Section 5-3. Public Comment* of the Lynchburg City Council Rules of Procedure ("RoP") is hereby amended and reenacted by adding thereto a new rule number "15." under subsection "B." as follows:

15. Speakers are not permitted to approach the Council's dais during the Public Comment period. Upon a request and express permission being granted by the presiding officer, materials or documentation may be provided to all Councilmembers through the Clerk of Council.

2. That all other parts, portions, and provisions of the RoP not inconsistent with this Resolution remain in effect and as previously adopted by the Lynchburg City Council.

3. That this Resolution shall be effective upon its adoption.

Adopted: _____

Certified: _____
Clerk of Council