



PHYSICAL DEVELOPMENT COMMITTEE
City Council Committee

Tuesday, September 9, 2025 | 2:00 PM
I.T. Conference Center
3550 Young Place
Lynchburg, VA 24501

AGENDA

- I. Welcome** *Councilmember Jacqueline Timmer, Chair*
 - I.1. A Minute for Planning - Community Development
- II. Information Items**
 - II.2. Discussion on Roundabouts
 - II.3. Major Projects Update
- III. General Business**
 - III.4. Proposed Virginia Department of Transportation (VDOT) Revenue Sharing Applications for FY 2027.
 - III.5. Amendment to Rosedale Franchise
- IV. Roll Call**
- V. Next Regular Meeting**



AGENDA ITEM SUMMARY

MEETING DATE

September 9, 2025

PRESENTED BY

William Martin, Community Development
Director

AGENDA ITEM # I.1

A Minute for Planning - Community Development

RECOMMENDATION

Information Only

SUMMARY

Community Development Staff will provide a brief update on upcoming development projects that may be of interest.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

William Martin, Community Development Director

ATTACHMENT(S)

None

REVIEWED BY

Kent White, Assistant City Manager

Date: August 28, 2025

Date: September 03, 2025

AGENDA ITEM SUMMARY

MEETING DATE

September 9, 2025

PRESENTED BY

Joseph Newland, City Engineer

AGENDA ITEM # II.2

Discussion on Roundabouts

RECOMMENDATION

Information only

SUMMARY

Hear information on the benefits of roundabouts including :

- Improved safety
- Increased efficiency
- Safer Speeds
- Long term cost- effectiveness
- Aesthetics

PRIOR ACTION(S)

None

FISCAL IMPACT

None

CONTACT(S)

Joseph Newland, City Engineer
Gaynelle Hart, Director of Public Works

ATTACHMENT(S)

1. Roundabouts 9.9.25 Final

REVIEWED BY

Gaynelle Hart

Gaynelle Hart, Director of Public Works

Date: September 02, 2025



Gregory Patrick, Deputy City Manager

Date: September 04, 2025



Alicia Finney, Clerk of Council

Date: September 04, 2025

DISCUSSION ON ROUNDAABOUTS

September 9, 2025



PURPOSE

Purpose:

To discuss Engineering best practices on the use of roundabouts as requested by City Council

EXPECTED ACTION

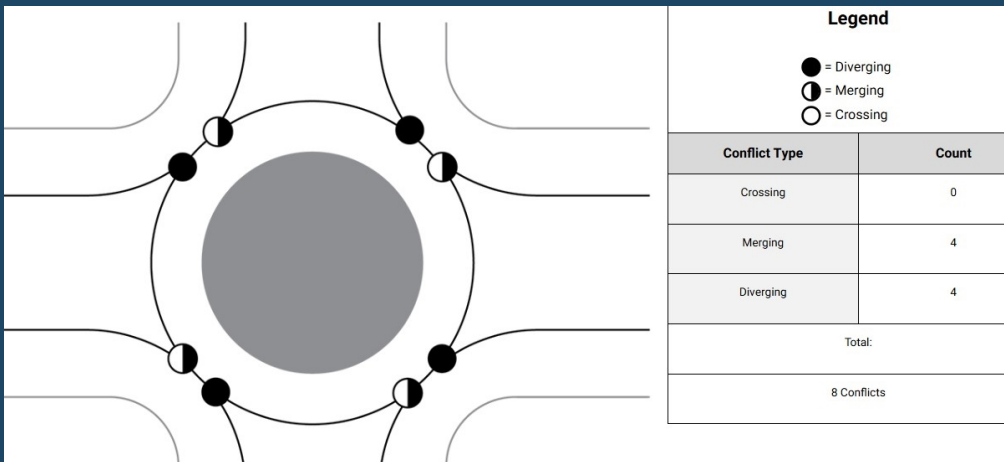
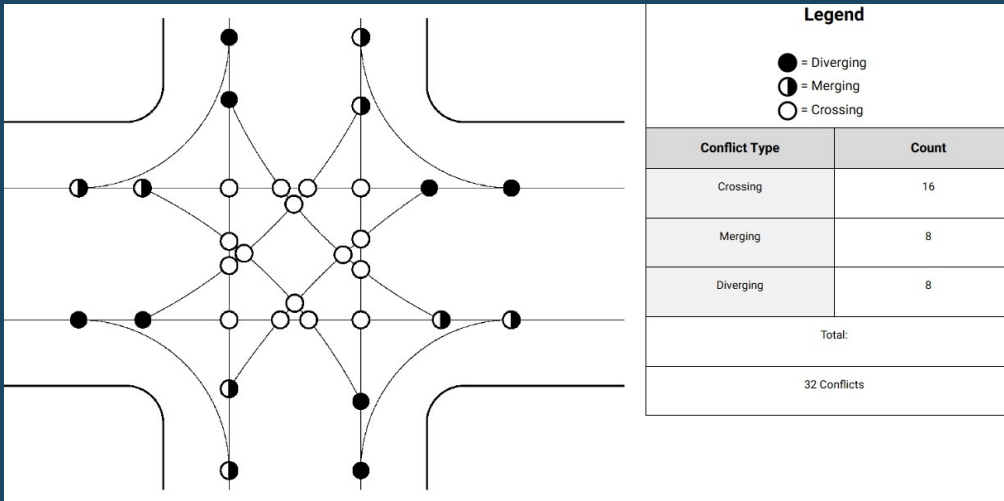
- Understand the benefits and reasons for installing roundabouts at appropriate locations in the city.
- Receive Virginia Department of Transportation facts on the safety of roundabouts.
- Learn the locations of the existing roundabouts throughout the city.
- Ask any specific questions about the use of roundabouts.

BENEFITS OF ROUNDABOUTS

- **Improved safety:** Roundabouts reduce the number of points where vehicles can cross paths and eliminates the potential for right-angle and head-on crashes.
- **Increased efficiency:** Yield-controlled design means fewer stops, fewer delays and shorter queues.
- **Safer speeds:** Promotes lower vehicle speeds, giving drivers more time to react.
- **Long-term cost effectiveness:** No traffic signals means lower costs for operations and maintenance.
- **Aesthetics:** Allows for landscaping and beautification.

SAFETY

- The number of conflict points is one metric used for evaluating the safety of an intersection.
- In an intersection, you can have three categories of conflict points: crossing, merging and diverging.
- Roundabouts have 16 fewer crossing, 4 fewer merging, and 4 fewer diverging conflicts.



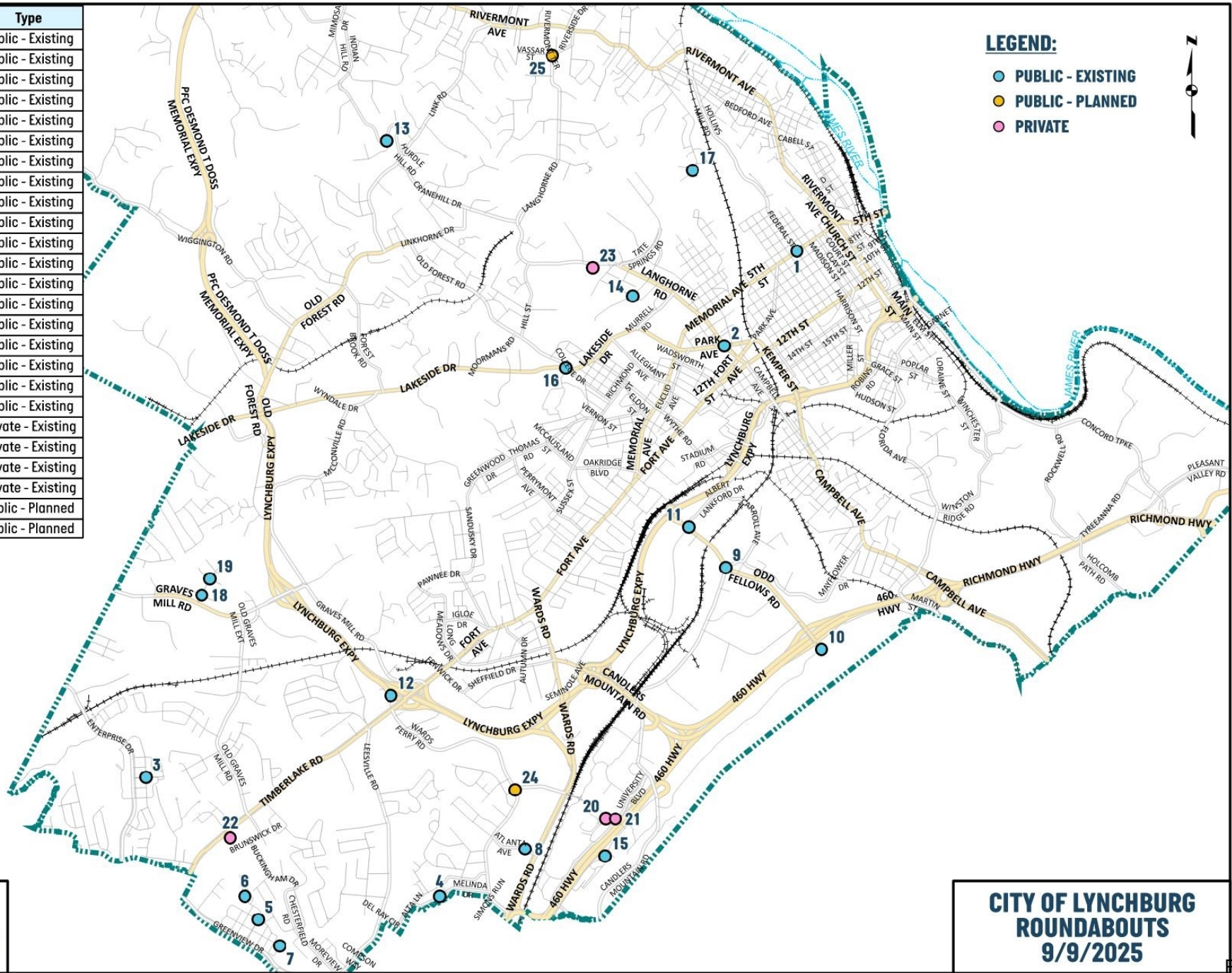
WHEN TO BE CONSIDERED

- At intersections with heavy left-turns or similar volumes on each leg.
- At intersections with crashes involving conflicting through traffic and left-turn vehicles.
- At intersections with limited sight distances.

LOCATIONS THROUGHOUT THE CITY

- Currently there are 19 public roundabouts throughout the city.
- There are four private roundabouts in the city.
- There are two planned (in design) public roundabouts within the city.
- There are between 8 and 10 locations throughout the city that roundabouts are currently being studied.
- See attached map.

ID	Location	Type
1	Fifth at Federal	Public - Existing
2	Langhorne at Park	Public - Existing
3	Wyndhurst at Tradewynd	Public - Existing
4	Melinda at Toddsbury	Public - Existing
5	Cornerstone at Capstone	Public - Existing
6	Cornerstone at Hunterdale	Public - Existing
7	Rotunda at Meridian	Public - Existing
8	Atlanta at Haileys/Sams	Public - Existing
9	Odd Fellows at Mayflower	Public - Existing
10	Odd Fellows at Liberty Mtn	Public - Existing
11	Odd Fellows at Albert Lankford	Public - Existing
12	Logans at Ramp	Public - Existing
13	Indian Hill at Evergreen	Public - Existing
14	Atherholt at Yorktown	Public - Existing
15	Liberty Mtn at 460 Ramps	Public - Existing
16	Lakeside at Old Forest/College	Public - Existing
17	Elmwood at Courtney Springs	Public - Existing
18	Rosedale at Marigold/Morning Glory	Public - Existing
19	Rosedale at Poppy/Iris	Public - Existing
20	Liberty Univ at Arthur DeMoss	Private - Existing
21	Liberty Univ at University	Private - Existing
22	West Edge	Private - Existing
23	Centra Medical / Langhorne	Private - Existing
24	Wards Ferry at CVCC/Harvard	Public - Planned
25	Langhorne at Vassar	Public - Planned



LEGEND:

- PUBLIC - EXISTING
- PUBLIC - PLANNED
- PRIVATE



X:\Arc GIS Pro Documents 2022\Misc Requests\Roundabouts.aprx - braffl



**CITY OF LYNCHBURG
ROUNDABOUTS
9/9/2025**

AGENDA ITEM SUMMARY

MEETING DATE

September 9, 2025

PRESENTED BY

Joseph Newland, City Engineer, Gaynelle Hart, Director of Public Works

AGENDA ITEM # II.3

Major Projects Update

RECOMMENDATION

None

SUMMARY

Staff will present updates to Major CIP Projects

PRIOR ACTION(S)

None

FISCAL IMPACT

None

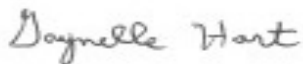
CONTACT(S)

Joseph Newland, City Engineer
Gaynelle Hart, Director of Public Works

ATTACHMENT(S)

1. Public Works Project Updates 9.9.25 Final
2. 2025 Major Projects Map

REVIEWED BY



Gaynelle Hart, Director of Public Works

Date: July 02, 2025



Date: September 04, 2025

Gregory Patrick, Deputy City Manager



Alicia Finney, Clerk of Council

Date: September 04, 2025

CAPITAL PROJECTS UPDATE

Public Works

September 9, 2025



RIVERFRONT PARK IMPROVEMENTS

- **Total cost:** \$8.7 million
- **Funding:** Fully funded
- **Construction start:** April 2024
- **Anticipated construction finish:** Spring 2026
- **Phase:** Construction
 - Utilities complete – water/sewer
 - Power awaiting AEP
 - Foundation work complete
 - Restroom construction complete
 - Amphitheater construction @ 80%
 - Steel structure @ 100%
- **Current progress:**
 - **On-time:** Yes
 - **On-budget:** Yes



BEDFORD AVENUE BRIDGE

- **Total cost:** \$24.2 million
- **Funding:** Need additional funds from CIP/VDOT; Requesting additional \$8.8M from VDOT
- **Anticipated construction start:** Spring 2027
- **Anticipated construction finish:** Winter 2029/30
- **Phase:** Pre-Design
 - Signing preliminary design contracts;
Kickoff meeting with the consultant - AECOM
- **Current progress:**
 - **On-time:** No, will reset with next update
 - **On-budget:** Yes



BREEZEWOOD DRIVE IMPROVEMENTS

- **Total cost:** \$10.3 million
- **Funding:** Additional funding of ~\$486k required – application for Revenue Sharing to be submitted in September
- **Anticipated construction start:** Summer 2027
- **Anticipated construction finish:** Winter 2028/29
- **Phase:** Design
 - Surveying completed
 - 30% plans completed
 - Project information meeting was held July 17 at Heritage Baptist Church
- **Current progress:**
 - On-time: Yes
 - On-budget: Yes



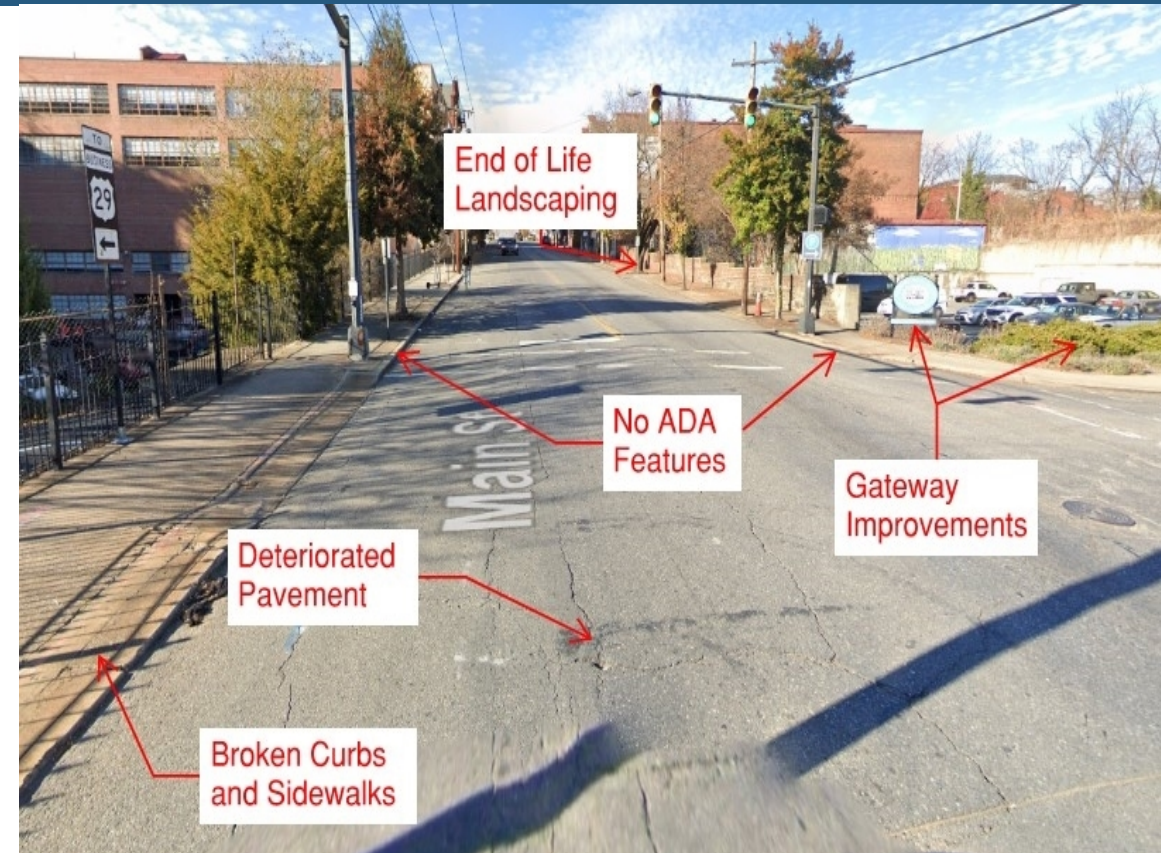
FIFTH STREET RECONSTRUCTION

- **Total cost:** \$7.3 million
- **Funding:** Fully funded
- **Anticipated Construction start:** Next week
- **Anticipated construction finish:** Winter 2026/27
- **Phase:** Right of way
 - 100% complete – waiting on utility relocations
 - Scheduled to start September
- **Current progress:**
 - **On-time:** Yes; updated above
 - **On-budget:** Yes



DOWNTOWN RENEWAL: MAIN ST EAST

- **Total cost:** \$6.1 million – general fund
- **Funding:** Fully funded
- **Construction start:** July 2024
- **Anticipated construction finish:** Fall 2026
- **Phase:** Construction
 - Underway – Moving through Main/Commerce intersection
- **Current progress:**
 - **On-time:** Yes
 - **On-budget:** Yes



JOHN LYNCH BRIDGE

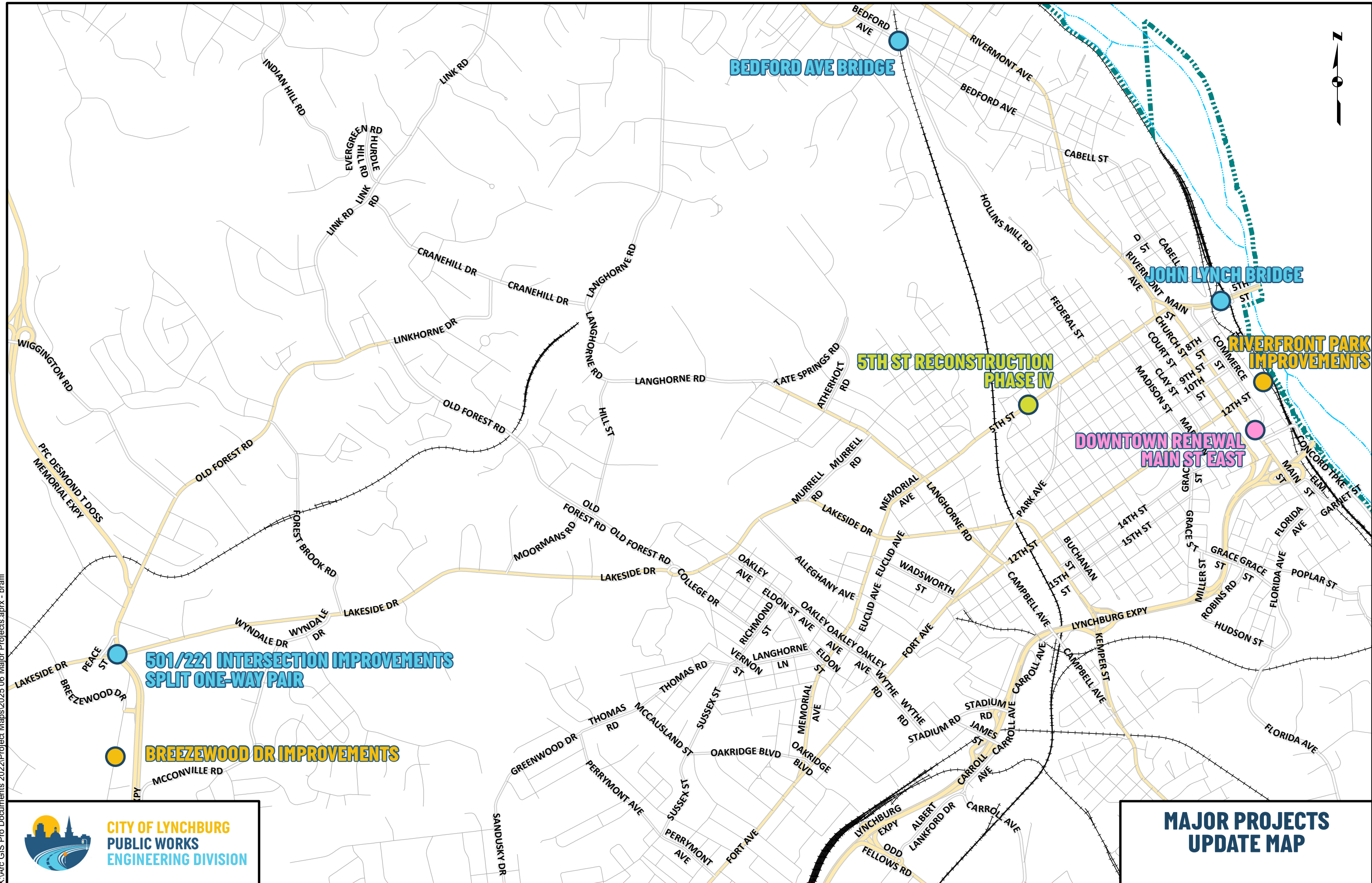
- **Total cost:** \$7.2 million
- **Funding:** Fully funded
- **Construction start:** Winter 2025
- **Anticipated construction finish:** Summer 2026
- **Phase:** Construction
 - Underway – Working on joint replacements
- **Current progress:**
 - **On-time:** Yes
 - **On-budget:** Yes



501/221 INTERSECTION

- **Total cost:** \$93.6 million
- **Funding:** Additional \$13.3M from CTB/VDOT is proceeding and was acted on July 23 at CTB
- **Anticipated construction start:** Fall 2028
- **Anticipated construction finish:** Fall 2031
- **Phase:** Design
 - Consultant under contract
 - Surveying underway
 - Project information meeting held July 29 at Fire Station 7; good attendance
- **Current progress:**
 - **On-time:** Yes; updated above
 - **On-budget:** Additional funds proceeding





BEDFORD AVE BRIDGE

JOHN LYNCH BRIDGE

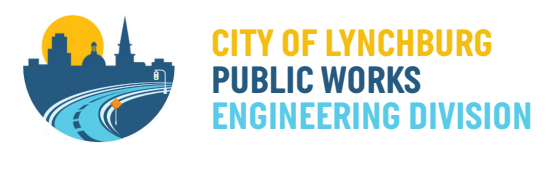
RIVERFRONT PARK IMPROVEMENTS

5TH ST RECONSTRUCTION PHASE IV

DOWNTOWN RENEWAL MAIN ST EAST

501/221 INTERSECTION IMPROVEMENTS SPLIT ONE-WAY PAIR

BREEZEWOOD DR IMPROVEMENTS



MAJOR PROJECTS UPDATE MAP

AGENDA ITEM SUMMARY

MEETING DATE

September 9, 2025

PRESENTED BY

Joseph Newland, City Engineer

AGENDA ITEM # III.4

Proposed Virginia Department of Transportation (VDOT) Revenue Sharing Applications for FY 2027.

RECOMMENDATION

This item will appear for City Council's consideration during the September 9, 2025, regular meeting for approval of the resolution.

SUMMARY

Staff is recommending applying for VDOT state revenue sharing funds for the four projects listed.

- Langhorne/Vassar Roundabout - This project was a previously awarded SMARTSCALE Project that VDOT is administering within the City Limits. City Council passed a resolution of support for the project in May 2022. The project is approximately \$2.3M short due to the relocation of the City's 36" raw waterline. This application would share the cost of the relocation 50/50 with VDOT. The City's maximum share is \$1.2M. The project's total cost is estimated to be \$12.2M.
- Hollins Mill Road Bridge w/Pedestrian Improvements - This application is to increase the funding for this project approved by City Council in 2021. This project is the replacement and enhancement of the bridge on Hollins Mill Road at the Hollins Mill Park, located at 521 Hollins Mill Road. There is a low-water bridge underneath the Hollins Mill Bridge that connects the Blackwater Creek Bikeway with the Point of Honor Trail that constantly requires maintenance to remain safely accessible to pedestrians and bicyclists. This project would replace the bridge and provide bike and pedestrian enhancements when the low-water bridge is not available. The request is approximately \$3.6M, of which the City's share would be \$1.8M. The project's total cost is estimated to be \$20.1M and the City's share will be \$10.1M.
- Breezewood Drive - This application is to increase the funding for this project approved by City Council in 2019. The increase is due to inflation, extending a retaining wall to better address the slope on the western side of the road and additional stormwater requirements. The request is approximately \$486,000, of which the City's share would be \$243,000. The project's total cost is estimated to be \$10.2M and the City's share will be \$5.1M.
- Link Road Intersection Improvements - This application is to increase the funding for this project approved by City Council in 2019. The increase is due to inflation and additional stormwater requirements. The request is approximately \$350,000, of which the City's share

would be \$175,000. The project's total cost is estimated to be \$3.4M and the City's share will be \$1.7M.

PRIOR ACTION(S)

Previous applications for these projects were in 2019, 2021, 2022 & 2023.

FISCAL IMPACT

The total new funds required \$3,402,850.

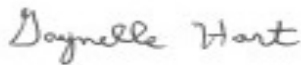
CONTACT(S)

Gaynelle Hart, Director of Public Works
Joseph Newland, City Engineer

ATTACHMENT(S)

1. RS Application Listing FY27
2. VDOT RS Resolution FY2027
3. Revenue Sharing 9.9.25 Final

REVIEWED BY



Gaynelle Hart, Director of Public Works

Date: August 12, 2025



Gregory Patrick, Deputy City Manager

Date: September 04, 2025



Alicia Finney, Clerk of Council

Date: September 04, 2025

A RESOLUTION BY THE COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA,
ENDORING THE VDOT REVENUE SHARING PROGRAM APPLICATIONS

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution of support be received from the local jurisdiction requesting the Virginia Department of Transportation (VDOT) establish and fund projects in the City of Lynchburg.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lynchburg does support and requests the Commonwealth Transportation Board to establish and fund, for any successful program application and all stages of construction, the following projects as listed in the agenda item titled "*Proposed Virginia Department of Transportation (VDOT) Revenue Sharing Applications for FY 2027*".

BE IT FURTHER RESOLVED THAT: The City of Lynchburg hereby agrees to provide its share of the total cost for preliminary engineering, right-of-way and construction of these projects in accordance with the project financial documents.

BE IT FURTHER RESOLVED THAT: The City of Lynchburg hereby agrees to enter into project administration agreements with VDOT and provide the necessary oversight to ensure the projects are developed in accordance with all applicable federal, state and local requirements for design, right-of-way acquisition, and construction of the projects.

BE IT FURTHER RESOLVED THAT: The City of Lynchburg will be responsible for maintenance and operating costs of the facilities as constructed unless other arrangements have been made with VDOT.

BE IT FURTHER RESOLVED THAT: If the City of Lynchburg subsequently elects to cancel any of the projects, the City of Lynchburg hereby agrees to reimburse VDOT for the total amount of costs expended by VDOT through the date VDOT is notified of such cancellation. The City of Lynchburg also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration or VDOT.

BE IT FURTHER RESOLVED THAT: The Council of the City of Lynchburg hereby grants authority for the City Manager to apply for funds and execute project administration agreements, as well as other documents necessary for the approved projects.

Adopted:

Certified:

Clerk of Council

135K

REVENUE SHARING APPLICATIONS

September 9, 2025



PURPOSE & ACTION

Purpose:

To apply for Virginia Department of Transportation (VDOT) Revenue Sharing funds for transportation projects. VDOT cost shares with localities on a 50/50 percentage for qualifying projects.

Action:

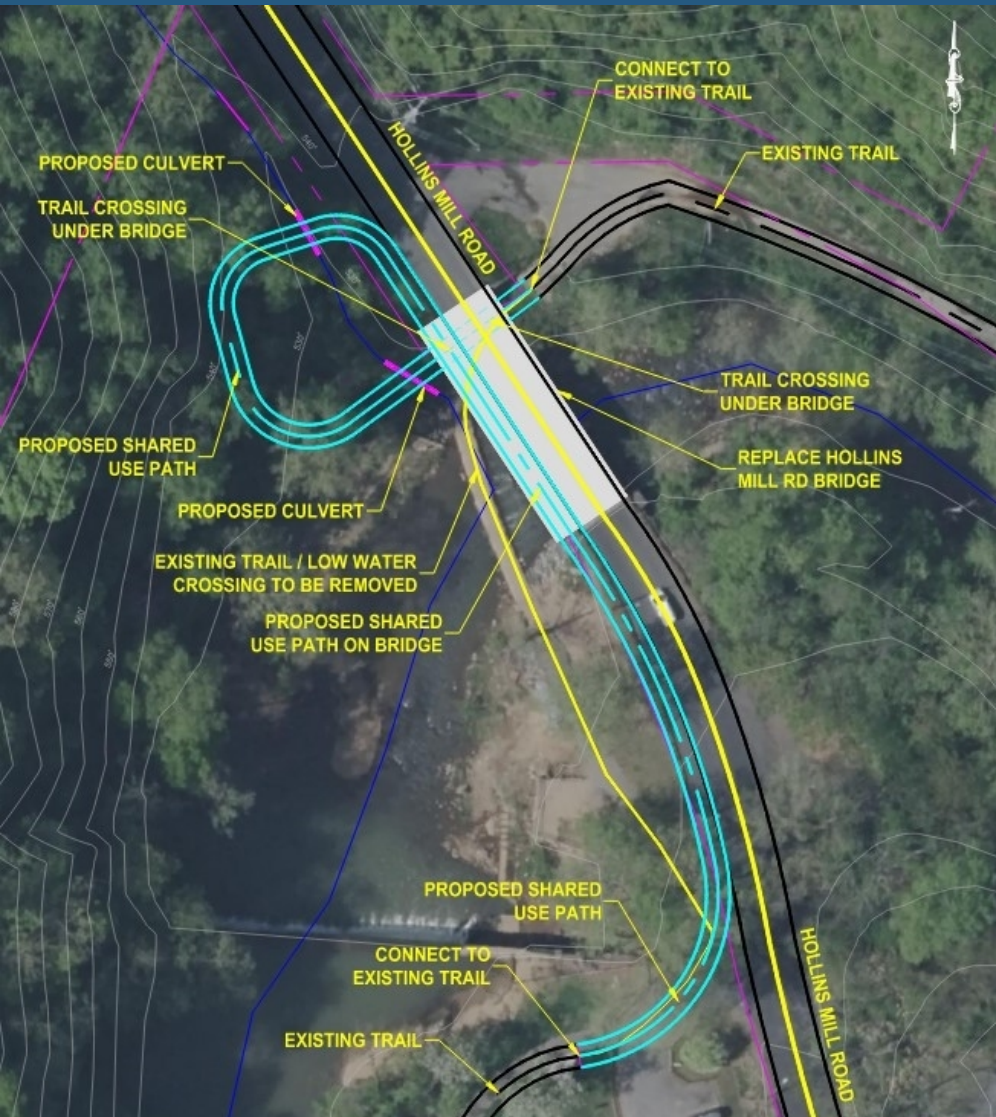
Seeking approval of resolution required by VDOT for four separate projects totaling \$3,403,000.

LANGHORNE/VASSAR ROUNDAABOUT

- **Council Resolution:** May 2022
- **Total project cost :** \$12.2M
- **SMARTSCALE (100% Federal Funds):** \$9.9M
- **Relocation of City's raw waterline:** \$2.3M
- **Proposing Revenue Sharing funds:** 50% City / 50% State
- **Lynchburg's total cost:** \$1.18M



HOLLINS MILL RD BRIDGE REPLACEMENT



- **Council Resolution:** September 2021
- **Total project cost :** \$20.1M
- **Previous Revenue Sharing project funded:** 2022 and 2024
- This request is for \$3.6M with City share being \$1.81M
- **Lynchburg's total cost:** \$10.1M

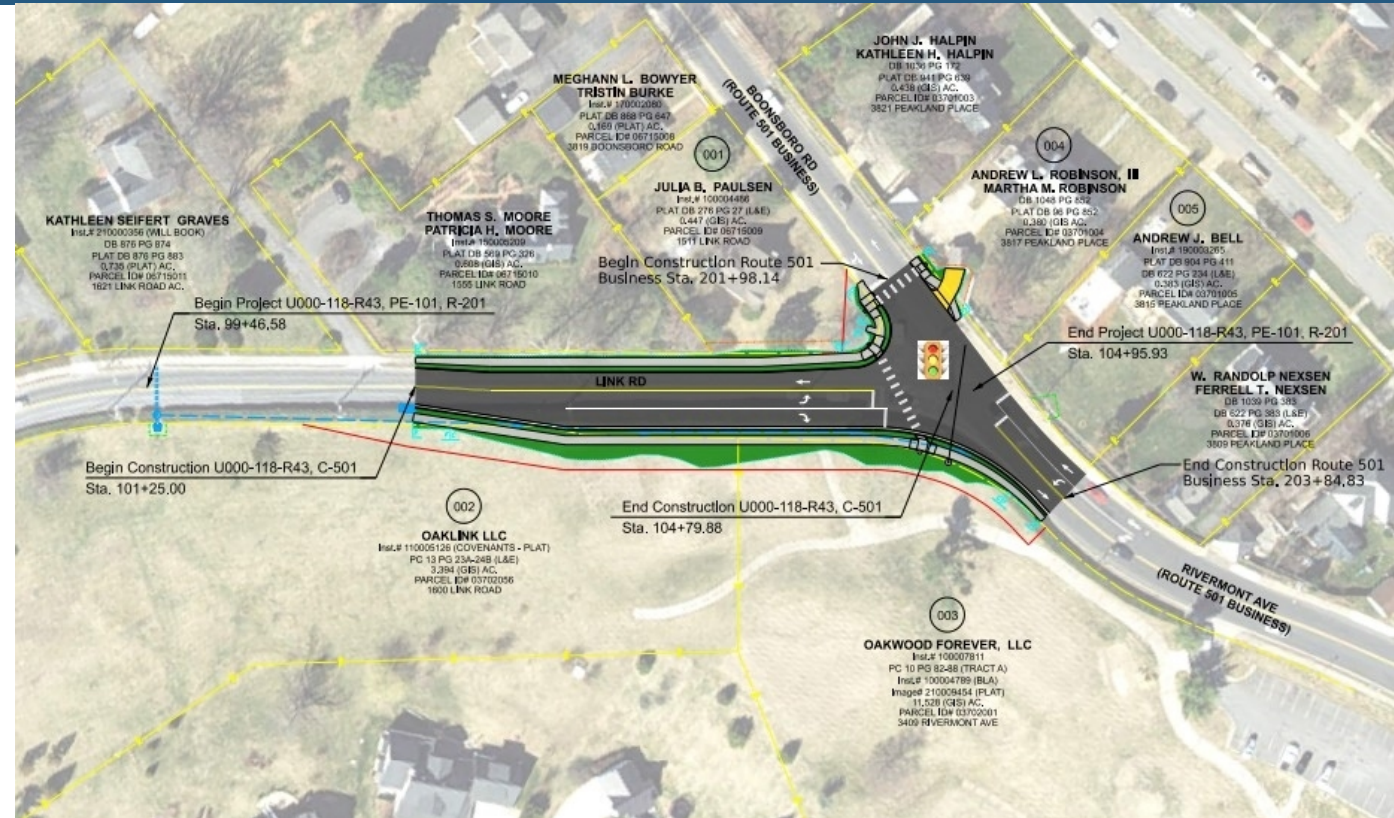
BREEZEWOOD DRIVE RECONSTRUCTION

- **Council Resolution:**
September 2019
- **Total project cost :** \$10.2M
- **Previous Revenue Sharing project funded:** 2020, 2022 & 2024
- This request is for \$486,000 with City share being \$243,000
- **Lynchburg's total cost:** \$5.1M



LINK RD/RIVERMONT AVE INTERSECTION

- Council Resolution: September 2019
- Total project cost : \$3.4M
- Previous Revenue Sharing project funded: 2020, 2022 & 2024
- This request is for \$350,000 with City share being \$175,000
- Lynchburg's total cost: \$1.7M



RECOMMENDATION

Requesting the following action at tonight's City Council meeting:

- Approval of proposed resolution required by VDOT to apply for revenue sharing for four major transportation projects in Lynchburg.



AGENDA ITEM SUMMARY

MEETING DATE

September 9, 2025

PRESENTED BY

Joseph Newland, City Engineer

AGENDA ITEM # III.5

Amendment to Rosedale Franchise

RECOMMENDATION

Recommend the adoption of the Ordinance.

SUMMARY

City staff seeks approval of an amendment to Ordinance #O-25-033 (the "Rosedale Franchise Ordinance") adopted on May 13, 2025. After the Rosedale Franchise Ordinance was adopted, the proposed subdivision plat required additional revision. The revisions were technical and ministerial in nature. The proposed amendment to the Rosedale Franchise Ordinance is to make technical changes and amend the definition or meaning of "Plat" under Article I(C) to read as follows: *that certain subdivision plat entitled "Plat Showing Rosedale City of Lynchburg, Virginia", dated April 19, 2022, revised September 14, 2023, March 18, 2025, and June 5, 2025.*

PRIOR ACTION(S)

May 13, 2025 - Adoption of #O-25-033

FISCAL IMPACT

N/A

CONTACT(S)

Joseph Newland, City Engineer
Matthew Freedman, City Attorney

ATTACHMENT(S)

1. Proposed Ordinance - Amendment to Rosedale Franchise
2. Rosedale Subdivision Plat
3. #O-25-033

REVIEWED BY

Alicia L. Finney

Date: September 03, 2025

Alicia Finney, Clerk of Council

ORDINANCE:

#O-25-___

Tax Map No(s).
23904004

AN ORDINANCE AMENDING ARTICLE I(C) OF ORDINANCE #O-25-033 TO AMEND THE DEFINITION OR MEANING OF "PLAT" TO ACCOUNT FOR A REVISED SUBDIVISION PLAT ASSOCIATED WITH THAT CERTAIN NON-EXCLUSIVE FRANCHISE GRANTED TO ROSEDALE INVESTMENTS, LLC AND ROSEDALE OWNERS ASSOCIATION, INC.

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

1. The definition or meaning of "Plat" in Article I(C) of Ordinance #O-25-033, adopted on May 13, 2025 by the Lynchburg City Council and entitled "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, is hereby amended to reflect as follows:

that certain subdivision plat entitled "Plat Showing Rosedale City of Lynchburg, Virginia", dated April 19, 2022, revised September 14, 2023, March 18, 2025, and June 5, 2025.

2. That all other parts and provisions of Ordinance #O-25-033 not inconsistent herewith remain unchanged and in full force and effect.
3. That this Ordinance shall be effective upon its adoption.

Adopted: _____

Certified: _____
Clerk of Council

By joining in this Ordinance through signature of its duly authorized representatives, Rosedale Investments, LLC, Rosedale Owners Association, Inc., and Thomas P. Bell, do hereby accept the entirety of the same as of its adoption date.

ROSEDALE INVESTMENTS, LLC

By: _____ (Seal)

Printed Name: Thomas P. Bell

Title: Manager

ROSEDALE OWNERS ASSOCIATION, INC.

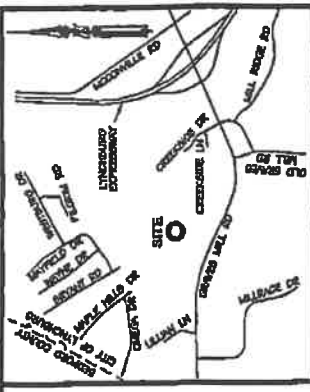
By: _____ (Seal)

Printed Name: Thomas P. Bell

Title: President

THOMAS P. BELL

_____ (Seal)

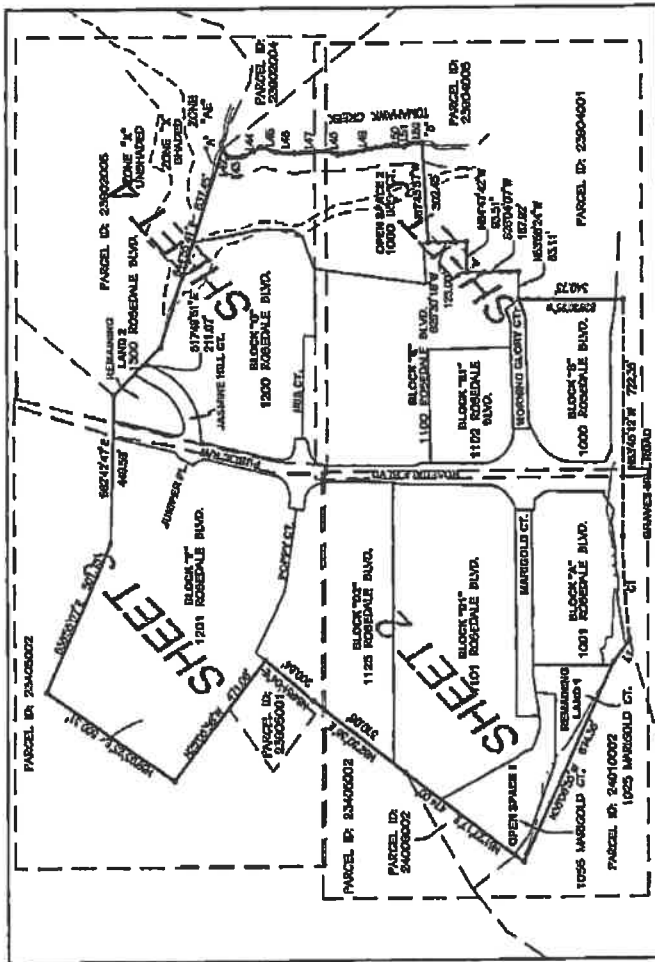


VICINITY MAP - NOT TO SCALE



VA STATE PLANE - SOUTH ZONE

DATE: 05/11/2025
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 PROJECT NO: 23-0004180
 SHEET NO: 1 OF 5
 ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS SHOWN ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS SHOWN ARE TO CENTER UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS SHOWN ARE TO SURFACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS SHOWN ARE TO CENTER UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS SHOWN ARE TO SURFACE UNLESS OTHERWISE NOTED.



OVERALL EXISTING BOUNDARY & MAP KEY

LINE	BEARING	LENGTH
L1	N25°27'16"W	26.11'
L2	S77°04'07"W	33.47'
L3	S22°22'15"W	48.36'
L4	S00°28'51"E	68.45'
L5	S44°30'07"W	48.46'
L6	S05°22'40"W	81.30'
L7	S27°19'52"W	107.81'
L8	S45°28'52"W	35.15'
L9	S18°44'11"W	181.26'
L10	S05°45'03"W	64.35'
L11	S01°12'56"E	19.32'
L12	S84°28'15"W	49.32'

CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	517.77'	2300.92'	N87°43'43"W	317.33'	76°04'41"

LEGEND

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

- THIS PLAN HAS BEEN PREPARED FROM A CURRENT FIELD SURVEY DONE PER THE DATE OF THIS PLAN.
- THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT INDICATE ALL OF THE ENCUMBRANCES UPON THE PROPERTY.
- IRON PINS ARE TO BE SET AT ALL CORNERS, WHERE POSSIBLE, OR AS OTHERWISE SPECIFIED ON THIS PLAN.
- AS DETERMINED BY GRAVIC SURVEY 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 ZONE "X", AREA WITHIN THE 500 YEAR FLOOD ZONE, BUT NOT WITHIN THE 100 YEAR FLOOD ZONE ACCORDING TO FEMA PANEL NUMBER 81000303000, DATED JUNE 3, 2006.
- THIS DEVELOPMENT WILL BE SERVED WITH PUBLIC WATER AND SEWER BY THE CITY OF LYNCHBURG.
- ALL UTILITIES ARE UNDERGROUND EXCEPT WHERE SHOWN AND FUTURE UTILITIES WILL BE PLACED UNDERGROUND.
- A PORTION OF THIS DEVELOPMENT IS CURRENTLY ZONED COMMUNITY BUSINESS DISTRICT (B-3C) AND CONSERVATION DISTRICT (D-C).
- PROPERTY LINES FROM 1/2" TO 1/4" DIMENSIONS ARE THE CENTER OF STREAM/CHANNEL AND DIMENSIONS FROM 1/4" TO 1/8" DIMENSIONS ARE THE CENTER OF STREAM/CHANNEL CALCULATION ONLY.
- RESPONSIBILITY FOR MAINTENANCE OF PRIVATE STREETS SHALL BE WITH RESIDENTS OWNERS AS SHOWN ON MAP (L1) AND WITH THE CITY OF LYNCHBURG FOR MAINTENANCE AND CLOSURE OF COMMON OPEN SPACES, PARKS, PLAYERS, AND FACILITIES.
- THE SUBDIVISION AGREES TO CONSTRUCT A PUBLIC WATER AND SANITARY SEWER SYSTEM WITHIN THE BOUNDARIES OF THE SUBDIVISION TO MEET THE POLICE, REGULATIONS, AND ORDINANCES OF THE CITY.
- THE TWO OPEN SPACES ARE STREAMWATER MANAGEMENT CONSERVED OPEN SPACE AREAS, WHICH WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION (POA). THE POA SHALL BE FORMED BY THE PROPERTY OWNERS AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ADDITIONAL LANDS, BUT WILL BE MAINTAINED BY THE POA IN THE MEANTIME.
- THE PROPERTY WILL BE DEVELOPED WITH TWO PUBLIC RIGHTS OF WAY ACCESS AREAS, WHICH WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION (POA). ACCORDING TO THE CONSTRUCTION POINTS ARE SUBJECT TO ADJUSTMENTS TO ACCOMMODATE CHANGES WITH THE PROJECT'S INTERNAL LAYOUT.
- THE PLAT AREA, A PORTION OF WHICH IS LOCATED WITHIN SEWER-SEWERAGE SYSTEMS, SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION (POA). THE PLAT AREA SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION (POA) AND SHALL BE MAINTAINED AND REPAIRED BY ROSEDALE INVESTMENTS, LLC AND THE POA AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SUBDIVISION AGREEMENT AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SUBDIVISION AGREEMENT RECORDED SEPARATELY WITH THIS PLAN.

ROSEDALE INVESTMENTS, LLC
 BY: [Signature] DATE: 6/24/2025
 PRINTED NAME: J. H. HARRIS



DATE: 6/24/2025
 BY: [Signature]
 PRINTED NAME: J. H. HARRIS

DATE: 6/24/2025
 BY: [Signature]
 PRINTED NAME: J. H. HARRIS

DATE: 6/24/2025
 BY: [Signature]
 PRINTED NAME: J. H. HARRIS



DATE: 6/24/2025
 BY: [Signature]
 PRINTED NAME: J. H. HARRIS

DETAIL "A" 25000:1400

VA STATE PLANE - SOUTH ZONE

MATCH LINE SHEET 3

MATCH LINE SHEET 5

SCALE 1" = 50'

SCALE 1" = 100'

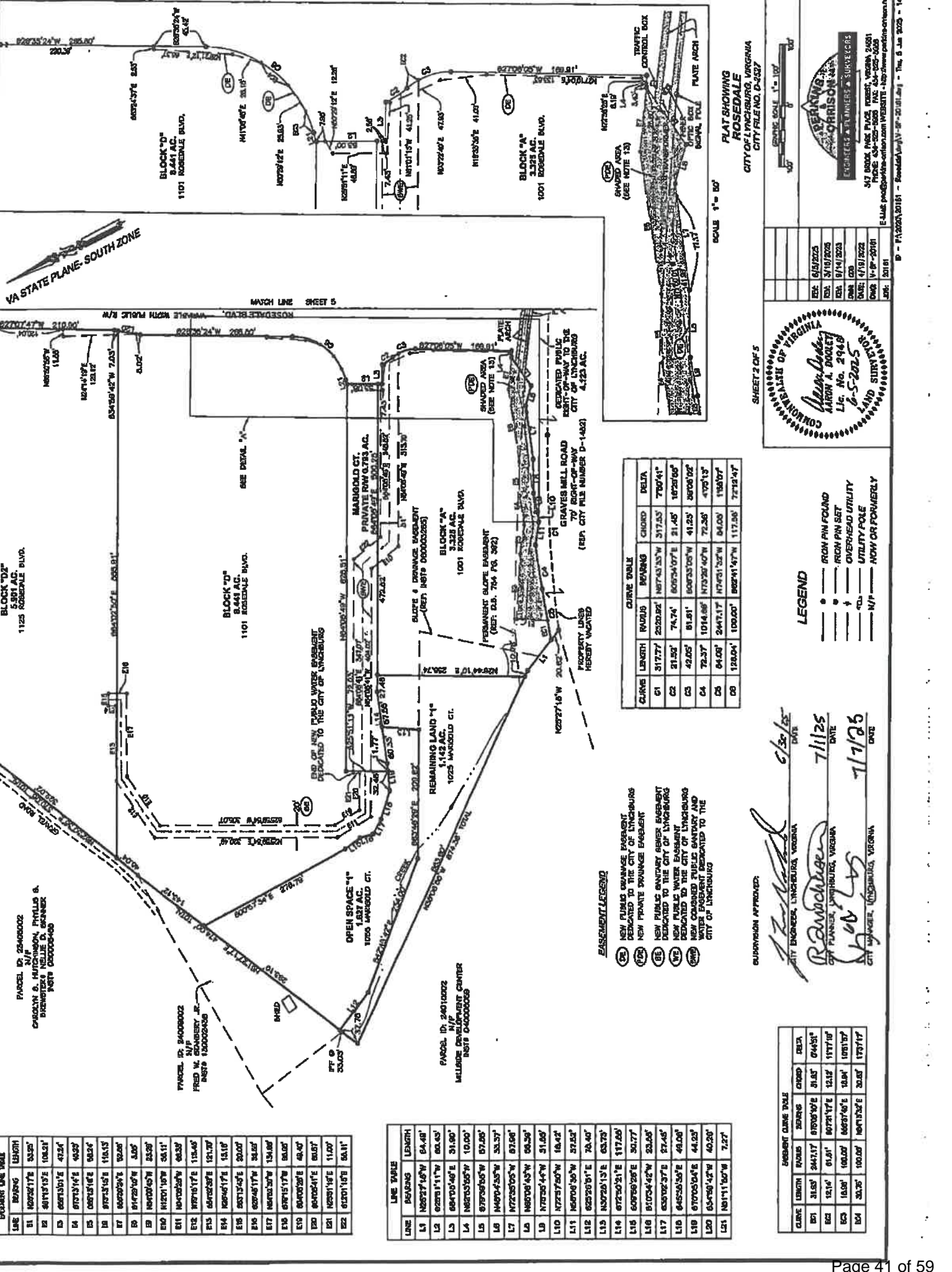
PLAT SHOWING
ROSEDALE
CITY OF LYNCHBURG, VIRGINIA
CITY FILE NO. D-4327

ENCLOSURE PLANNERS & SURVEYORS
BRYAN A. BRUNNEN
LISA A. BRUNNEN

57 BROAD HOLE PLACE, ROSEDALE, VIRGINIA 24501
PHONE: 541-202-1000 FAX: 541-202-1008
E-MAIL: bryann@brunnens.com website: http://www.brunnens.com

DATE: 6/30/2023
BY: [Signature]

DATE: 7/11/23
DATE: 7/17/23



ENDING LINE TABLE

LINE	BEARING	LENGTH
B1	N072°17'0" E	33.20'
B2	S01°13'0" E	108.81'
B3	S07°30'1" E	47.34'
B4	S71°31'4" E	46.92'
B5	S07°15'0" E	116.13'
B6	S72°20'0" E	30.26'
B7	S07°20'0" E	23.39'
B8	N02°01'0" E	58.11'
B9	N07°20'0" E	48.33'
B10	N07°16'0" E	113.46'
B11	S07°20'0" E	20.07'
B12	S07°20'0" E	151.77'
B13	S07°20'0" E	151.16'
B14	S07°20'0" E	20.07'
B15	S07°20'0" E	34.87'
B16	S07°20'0" E	134.88'
B17	S07°20'0" E	134.88'
B18	S07°20'0" E	134.88'
B19	S07°20'0" E	48.47'
B20	S07°20'0" E	110.07'
B21	S07°20'0" E	110.07'
B22	S07°20'0" E	110.07'

LINE TABLE

LINE	BEARING	LENGTH
L1	N072°16'0" E	64.48'
L2	S07°11'0" E	60.43'
L3	S07°10'46" E	31.80'
L4	N07°05'0" E	10.00'
L5	S72°08'0" E	67.25'
L6	N07°04'55" W	33.37'
L7	N72°05'0" E	67.06'
L8	N07°04'55" W	60.39'
L9	N72°05'0" E	31.69'
L10	N72°05'0" E	16.42'
L11	S07°08'30" W	37.25'
L12	S07°08'30" W	74.40'
L13	N07°05'15" E	63.79'
L14	S72°05'31" E	117.69'
L15	S07°08'26" E	30.77'
L16	S70°04'42" W	53.68'
L17	S07°08'37" E	57.48'
L18	S07°08'37" E	49.08'
L19	S70°05'04" E	44.23'
L20	S07°08'42" W	40.26'
L21	N01°15'0" W	7.27'

PERMANENT CURVE TABLE

CURVE	LENGTH	BEARING	CHORD	DELTA	
C1	317.77'	202.82'	N07°43'33" W	317.53'	78°04'1"
C2	21.55'	74.74'	S07°24'07" E	21.45'	167°26'0"
C3	42.05'	81.81'	S07°33'05" W	41.25'	367°05'0"
C4	72.37'	1014.68'	N73°20'40" W	72.36'	47°0'13"
C5	64.00'	2447.17'	N74°51'32" W	64.00'	138°07'
C6	126.94'	100.00'	S02°41'47" W	117.56'	72°12'47"

LEGEND

- R/W FOUND
- R/W SET
- ↑ OVERHEAD UTILITY
- UTILITY POLE
- N/P NOW OR FORMERLY

BASEMENT LEGEND

- (R) NEW PUBLIC SANITARY SEWER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- (R) NEW PRIVATE DRAINAGE EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- (R) NEW PUBLIC WATER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- (R) NEW COMBINED PUBLIC SANITARY AND WATER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG

SUBMISSION APPROVED: [Signature]

CITY ENGINEER, LYNCHBURG, VIRGINIA

DATE: 6/30/23

DATE: 7/11/23

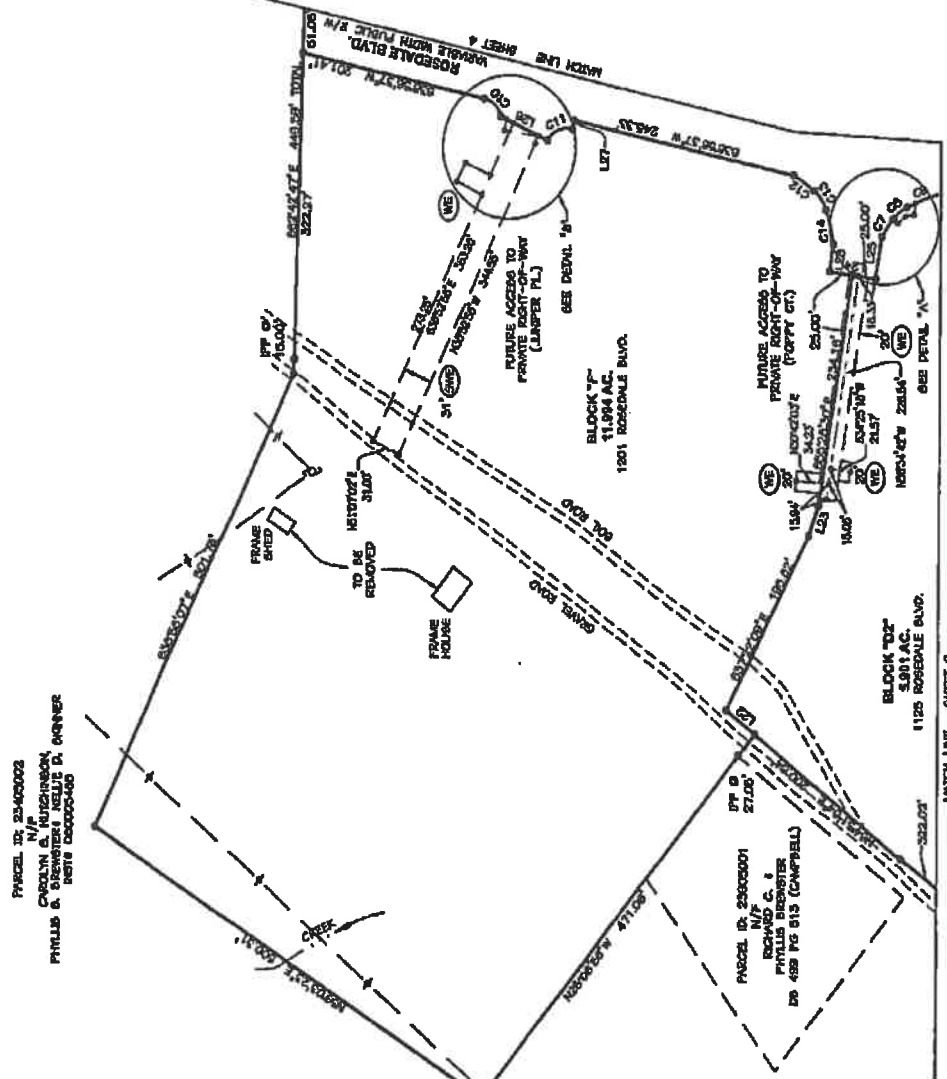
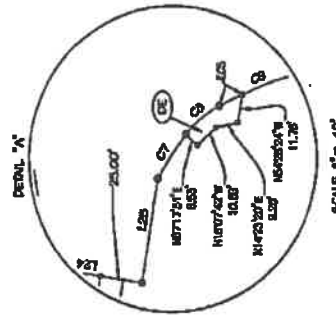
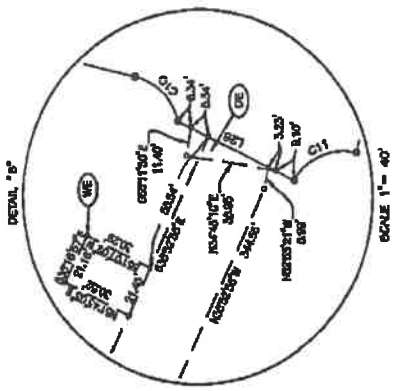
DATE: 7/17/23

DATE: 6/30/23

DATE: 7/11/23

DATE: 7/17/23

CONTRACTORS OF VIRGINIA
LAWYER
LAWYER
LAWYER



PARCEL ID: 23400002
N/P
CAROLYN G. HUNTERSON
PHYLIS B. BERNHARTT, JULIE D. ORRIVER
JEFF BLOOMBERG

PARCEL ID: 23000001
N/P
RICHARD C. &
PHYLIS BERHARTT
DB 489 PG 813 (CAMPBELL)

INSTRUMENT 250004480
RECORDED IN THE CLERK'S OFFICE OF
LYNCHBURG CIRCUIT COURT ON
JULY 16, 2025 AT 11:52 AM
TEDD SALISBERY, CLERK
RECORDED BY: RWB

LINE	BEARING	LENGTH
L22	N84°51'04"E	28.04'
L23	S46°25'18"E	31.47'
L24	S5°31'30"W	50.00'
L25	S85°25'50"E	42.02'
L26	S61°07'02"W	59.03'
L27	S81°03'25"E	8.00'
L28	N89°25'30"W	21.16'

PRESENT CURVE TABLE			
CURVE	LENGTH	BEARING	CHORD
803	10.75'	S07°53'37"W	10.74'
DELTA			352°46'

EASEMENT LEGEND

- ⊖ NEW PUBLIC DRAINAGE EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- ⊖ NEW PRIVATE DRAINAGE EASEMENT
- ⊖ NEW PUBLIC SANITARY SEWER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- ⊖ NEW PUBLIC WATER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- ⊖ NEW COMBINED PUBLIC SANITARY AND WATER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG

LEGEND

- FROM PFM FOUND
- FROM PFM SET
- ↑ OVERHEAD UTILITY
- ⊖ UTILITY POLE
- N/P --- NOW OR FORMERLY

CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C7	21.31'	122.80'	S07°20'16"E	21.28'	626°01'
C8	18.25'	44.50'	S15°25'51"E	18.35'	235°07'58"
C9	40.81'	175.85'	S05°13'24"W	40.71'	132°7'45"
C10	27.20'	28.00'	S89°55'47"W	25.78'	87°04'21"
C11	31.24'	28.00'	S03°05'51"W	28.85'	71°25'21"
C12	28.47'	127.34'	S61°16'02"W	28.43'	111°55'14"
C13	23.51'	44.05'	S82°16'16"W	23.35'	307°15'18"
C14	35.91'	109.00'	N77°04'35"W	35.85'	179°17'28"

DISAPPROVED APPROVED
CITY ENGINEER, LYNCHBURG, VIRGINIA
Rayman Chaves
CITY PLANNER, LYNCHBURG, VIRGINIA
DATE: 6/30/25
DATE: 7/1/25
DATE: 7/7/25



NO.	DATE	BY	FOR
001	8/5/2023	REB	PREP
002	3/18/2025	REB	REVISE
003	7/14/2025	REB	REVISE
004	4/18/2022	REB	PREP
005	1-18-2016	REB	PREP
006	2016	REB	PREP

FLAT SHOWING
ROSEDALE
CITY OF LYNCHBURG, VIRGINIA
CITY FILE NO. 0-2527



ENGINEERS & PLANNERS 3, SUITE 101
117 SOUTH PARK PLACE, FERRYVALE, VIRGINIA 23041
PHONE: 804-625-5200 FAX: 804-625-2200
E-MAIL: info@p3-engineers.com WEBSITE: www.p3-engineers.com

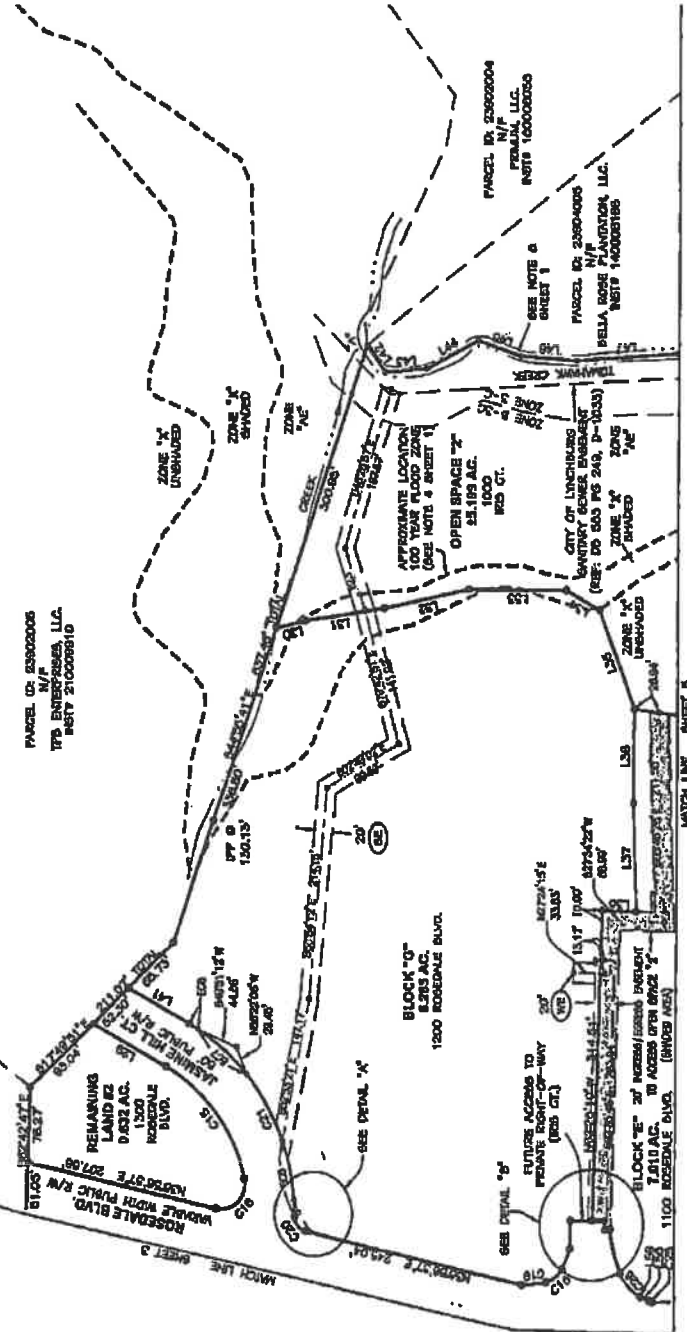
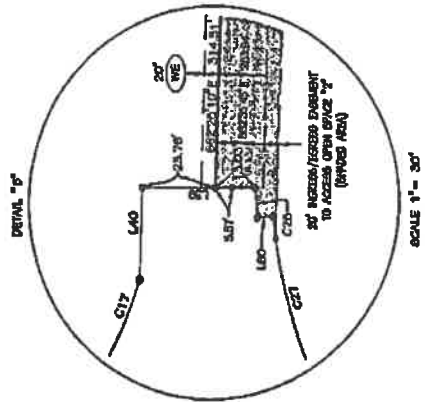
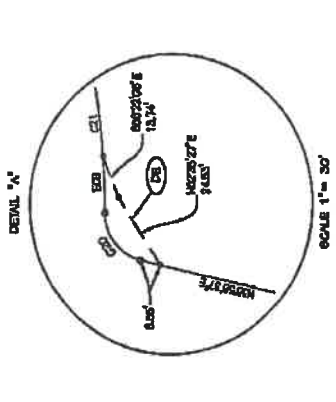


INSTRUMENT 25004480
 RECORDED IN THE CLERK'S OFFICE OF
 LYNCHBURG CIRCUIT COURT ON
 JULY 16, 2025 AT 11:22 AM
 TUD SWINER, CLERK
 RECORDER BT: 495

PARCEL ID: 25400002
 CACCIARI & HUTCHINSON, PHYLIS B.
 SHERMISTERS & NELLE D. BANNER
 NBT# 000005400

PARCEL ID: 23002006
 M/F
 TFS ENTERPRISES, LLC
 NBT# 210008810

LINE	BEGINNING	LENGTH
L129	800°07'07"W	69.08'
L130	01°32'04"W	52.18'
L131	81°45'17"W	69.11'
L132	61°43'30"W	64.68'
L133	62°04'46"W	108.20'
L134	69°00'12"W	41.48'
L135	10°43'51"W	108.70'
L137	183°42'07"W	65.31'
L138	183°40'20"W	100.13'
L139	187°04'22"E	50.26'
L140	182°12'30"E	50.79'
L141	182°10'05"W	20.59'
L142	87°04'07"W	33.47'
L143	82°22'10"W	48.38'
L144	60°03'51"E	63.43'
L145	64°43'07"W	40.46'
L146	63°02'40"W	61.20'
L147	62°19'52"W	107.81'
L148	102°41'08"E	9.35'
L149	183°05'05"E	1.20'
L150	118°57'37"E	5.00'



CURVE	LENGTH	BEARING	CHORD	DELTA	
E01	11.66'	226.07°	8657'25"	11.64'	307°11"
E02	61.47'	226.07°	8705'40"	61.18'	174°12"
E03	74.17'	226.07°	8710'58"	73.24'	183°43"
E04	17.16'	226.07°	6872'25"	17.16'	472°10"

EASEMENT LEGEND

- (E) NEW PUBLIC DRAINAGE EASEMENT PRECISED TO THE CITY OF LYNCHBURG
- (F) NEW PRIVATE DRAINAGE EASEMENT
- (G) NEW PUBLIC SANITARY SEWER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG
- (H) NEW PUBLIC WATER EASEMENT DEDICATED TO THE CITY OF LYNCHBURG

EASEMENT LINE TYPE	BEARING	LENGTH	DELTA
E01	182°01'12"E	63.40'	

CURVE	LENGTH	BEARING	CHORD	DELTA	
C16	149.37'	175.00°	67804'47"	142.14'	47°05'31"
C17	22.74'	178.06°	14270'13"	22.71'	107°07'11"
C18	22.26'	24.50°	110749'28"	21.52'	62°03'51"
C19	27.18'	136.07°	162706'20"	27.13'	8°47'48"
C20	20.12'	18.00°	117722'40"	19.86'	78°02'06"
C21	236.34'	228.00°	145277'54"	227.35'	60°41'28"
C22	3.51'	44.50°	14600'40"	3.51'	49°0'00"
C23	32.41'	44.41°	117000'00"	31.70'	41°49'29"
C24	48.43'	185.50°	67804'35"	48.38'	167°4'24"
C25	6.18'	68.54°	56228'40"	6.16'	73°4'13"

LEGEND

- IRON PIN FOUND
- IRON PIN SET
- ↑ OVERHEAD UTILITY
- UTILITY POLE
- N/P — NOT FOUND OR FORMERLY

SUBMISSION APPROVED:
 CITY ENGINEER, LYNCHBURG, VIRGINIA
 DATE: 7/1/25

DATE: 7/1/25

DATE: 7/1/25

DATE: 7/1/25

DATE: 7/1/25

DATE: 7/1/25

DATE: 7/1/25

PLAT SHOWING
 ROSEDALE
 CITY OF LYNCHBURG, VIRGINIA
 CITY FILE NO. D-3227



PEARSON'S
PLANNERS & ENGINEERS
 317 BRADY PARK PLACE, ROSEDALE, VIRGINIA 24581
 PHONE: 434-525-1000 FAX: 434-525-2580
 E-MAIL: pearson@pearsonplanners.com
 PEARSON'S PLANNERS & ENGINEERS

NO.	DATE	BY	REVISION
1	6/18/2025	EA	ISSUE FOR PERMIT
2	3/19/2025	EA	REVISED PER CITY COMMENTS
3	8/14/2023	EA	REVISED PER CITY COMMENTS
4	1/10/2023	EA	REVISED PER CITY COMMENTS
5	1/10/2023	EA	REVISED PER CITY COMMENTS
6	1/10/2023	EA	REVISED PER CITY COMMENTS
7	1/10/2023	EA	REVISED PER CITY COMMENTS
8	1/10/2023	EA	REVISED PER CITY COMMENTS
9	1/10/2023	EA	REVISED PER CITY COMMENTS
10	1/10/2023	EA	REVISED PER CITY COMMENTS

COMMONWEALTH OF VIRGINIA
 JARON A. DOOLEY
 CIVIL ENGINEER
 LICENSE NO. 27948
 8-5-2025
 LAND SURVEYOR

DATE: 7/1/25

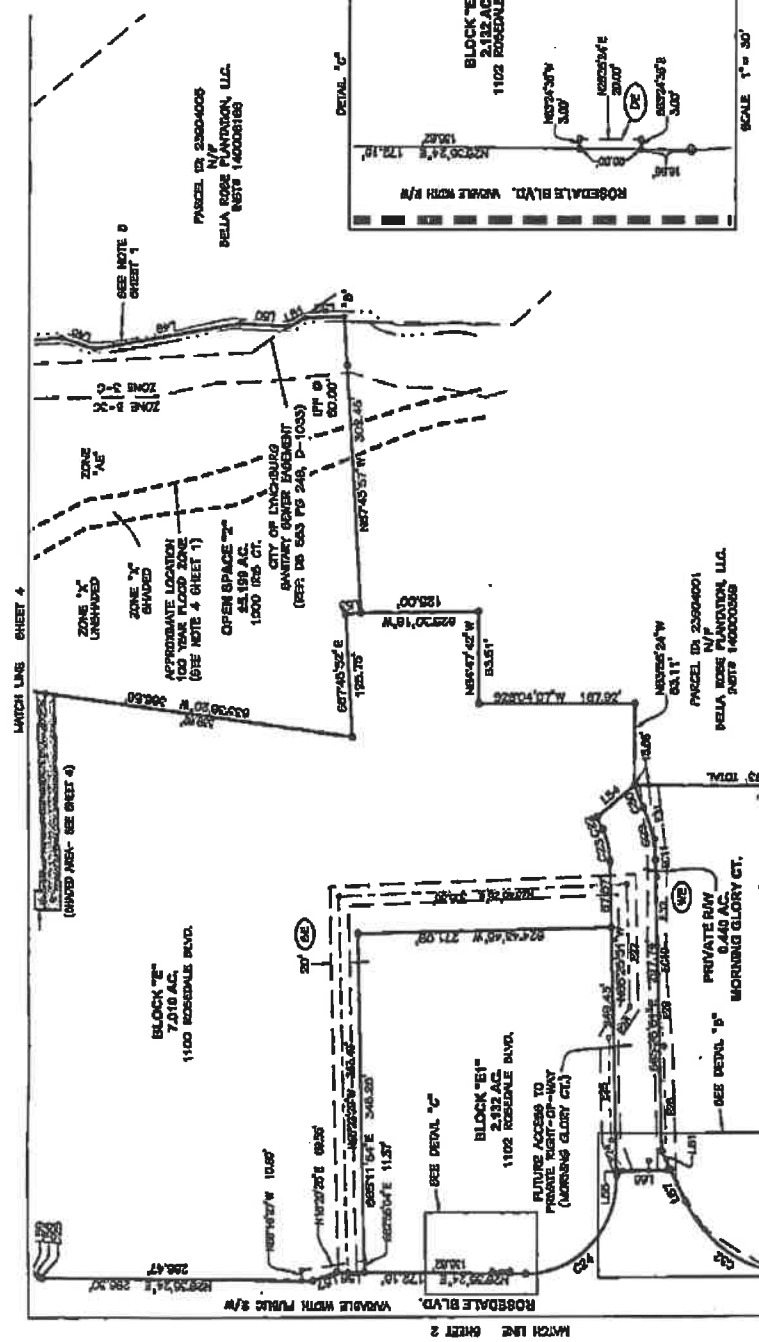
DATE: 7/1/25

DATE: 7/1/25

DATE: 7/1/25

DATE: 7/1/25

250004480



INHERENT LINE TABLE

LINE	BEARINGS	LENGTH
L1	001°12'00"E	10.32'
L2	001°12'00"E	10.32'
L3	001°12'00"E	10.32'
L4	001°12'00"E	10.32'
L5	001°12'00"E	10.32'
L6	001°12'00"E	10.32'
L7	001°12'00"E	10.32'
L8	001°12'00"E	10.32'
L9	001°12'00"E	10.32'
L10	001°12'00"E	10.32'
L11	001°12'00"E	10.32'
L12	001°12'00"E	10.32'
L13	001°12'00"E	10.32'
L14	001°12'00"E	10.32'
L15	001°12'00"E	10.32'
L16	001°12'00"E	10.32'
L17	001°12'00"E	10.32'
L18	001°12'00"E	10.32'
L19	001°12'00"E	10.32'
L20	001°12'00"E	10.32'
L21	001°12'00"E	10.32'
L22	001°12'00"E	10.32'
L23	001°12'00"E	10.32'
L24	001°12'00"E	10.32'
L25	001°12'00"E	10.32'
L26	001°12'00"E	10.32'
L27	001°12'00"E	10.32'
L28	001°12'00"E	10.32'
L29	001°12'00"E	10.32'
L30	001°12'00"E	10.32'
L31	001°12'00"E	10.32'
L32	001°12'00"E	10.32'
L33	001°12'00"E	10.32'
L34	001°12'00"E	10.32'
L35	001°12'00"E	10.32'
L36	001°12'00"E	10.32'
L37	001°12'00"E	10.32'
L38	001°12'00"E	10.32'
L39	001°12'00"E	10.32'
L40	001°12'00"E	10.32'
L41	001°12'00"E	10.32'
L42	001°12'00"E	10.32'
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L51	001°12'00"E	10.32'
L52	001°12'00"E	10.32'
L53	001°12'00"E	10.32'
L54	001°12'00"E	10.32'
L55	001°12'00"E	10.32'
L56	001°12'00"E	10.32'
L57	001°12'00"E	10.32'
L58	001°12'00"E	10.32'
L59	001°12'00"E	10.32'
L60	001°12'00"E	10.32'
L61	001°12'00"E	10.32'
L62	001°12'00"E	10.32'
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L65	001°12'00"E	10.32'
L66	001°12'00"E	10.32'
L67	001°12'00"E	10.32'
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L71	001°12'00"E	10.32'
L72	001°12'00"E	10.32'
L73	001°12'00"E	10.32'
L74	001°12'00"E	10.32'
L75	001°12'00"E	10.32'
L76	001°12'00"E	10.32'
L77	001°12'00"E	10.32'
L78	001°12'00"E	10.32'
L79	001°12'00"E	10.32'
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L81	001°12'00"E	10.32'
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L89	001°12'00"E	10.32'
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L91	001°12'00"E	10.32'
L92	001°12'00"E	10.32'
L93	001°12'00"E	10.32'
L94	001°12'00"E	10.32'
L95	001°12'00"E	10.32'
L96	001°12'00"E	10.32'
L97	001°12'00"E	10.32'
L98	001°12'00"E	10.32'
L99	001°12'00"E	10.32'
L100	001°12'00"E	10.32'

CURVE TABLE

CURVE LENGTH	BEARINGS	CHORD	DELTA	
C22	144.15'	210.00'	144.15'	90°11'
C23	33.75'	75.00'	33.75'	29°45'
C24	154.78'	87.00'	154.78'	82°01'
C25	3.51'	44.50'	3.51'	4°50'
C26	54.25'	125.00'	54.25'	25°40'
C27	24.75'	143.33'	24.75'	28°30'
C28	25.70'	35.00'	25.70'	42°12'
C29	144.24'	135.00'	144.24'	91°27'

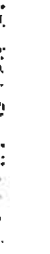
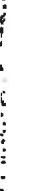
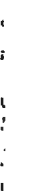
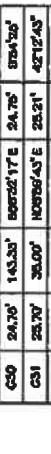
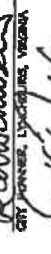
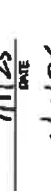
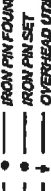
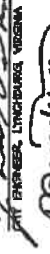
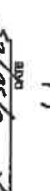
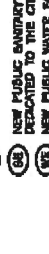
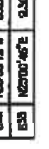
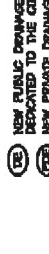
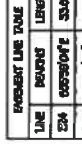
EASEMENT LEGEND

- (E) NEW PUBLIC DRAINAGE EASEMENT DEPARTMENT TO THE CITY OF LYNCHBURG
- (F) NEW PRIVATE DRAINAGE EASEMENT
- (G) NEW PUBLIC SANITARY SEWER EASEMENT DEPARTMENT TO THE CITY OF LYNCHBURG
- (H) NEW PUBLIC WATER EASEMENT DEPARTMENT TO THE CITY OF LYNCHBURG

DATE: 6/30/25
 DATE: 7/1/25
 DATE: 7/7/26

SUBMISSION APPROVED:
 CITY ENGINEER, LYNCHBURG, VIRGINIA
 CITY MANAGER, LYNCHBURG, VIRGINIA

LEGEND
 ● IRON PIN FOUND
 ○ IRON PIN SET
 + OVERHEAD UTILITY
 - UTILITY POLE
 --- N/P --- NOW OR FORMERLY



INSTRUMENT 250004480
RECORDED IN THE CLERK'S OFFICE OF
LYNCHBURG CIRCUIT COURT ON
JULY 16, 2025 AT 11:22 AM
TODD SWISHER, CLERK
RECORDED BY: ARS

ORDINANCE:

#O-25-033

Tax Map No(s).
23904004

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

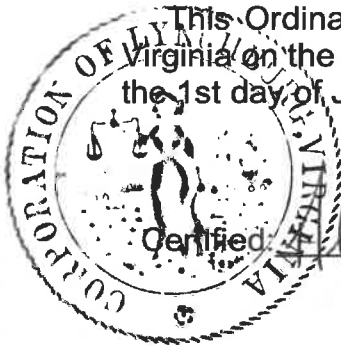
limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, or tornadoes.

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 13th day of May, 2025, and shall be effective as of the 1st day of June, 2025.




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: TP Bell

Printed Name: Thomas P Bell

Its: Manager

(SEAL)

ROSEDALE OWNERS ASSOCIATION, INC.

By: TP Bell

Printed Name: Thomas P. Bell

Its: President

THOMAS P. BELL

TP Bell (SEAL)

INSTRUMENT 250004479
RECORDED IN THE CLERK'S OFFICE OF
LYNCHBURG CIRCUIT COURT ON
JULY 16, 2025 AT 11:18 AM
TODD SWISHER, CLERK
RECORDED BY: ARG