



THE CITY OF
LYNCHBURG

PHYSICAL DEVELOPMENT COMMITTEE
City Council Committee

Tuesday, June 9, 2026 | 3:00 PM
2nd Floor Training Room- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

- I. Welcome** *Councilmember Jacqueline Timmer, Chair*
 - I.1. A Minute for Planning
- II. General Business**
 - II.2. Department of Water Resources and Cellco (d/b/a Verizon Wireless) Lease Agreement at Abert Water Filtration Plant
 - II.3. 1280 Enterprise Drive Vacation of Public Sanitary Sewer Easement
 - II.4. Ratifying the Sale of 805 Court Street
- III. Information Items**
 - III.5. Corridors
 - III.6. Major Project Updates
 - III.7. Major Project Updates - Water Resources
- IV. Roll Call**
- V. Next Regular Meeting**



AGENDA ITEM SUMMARY

MEETING DATE

June 9, 2026

PRESENTED BY

William Martin, Community Development
Director

AGENDA ITEM # I.1

A Minute for Planning

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)

ATTACHMENT(S)

None

REVIEWED BY

William Martin, Community Development Director

Date: May 28, 2026

Kent White, Assistant City Manager

Date: May 29, 2026

Alicia Finney-Andrews

Date: June 04, 2026

Alicia Finney-Andrews, Clerk of Council



AGENDA ITEM SUMMARY

MEETING DATE

June 9, 2026

PRESENTED BY

Timothy Mitchell, Director of Water
Resources

AGENDA ITEM # II.2

Department of Water Resources and Cellco (d/b/a Verizon Wireless) Lease Agreement at Abert
Water Filtration Plant

RECOMMENDATION

Receive Information Regarding Abert Water Filtration Plant / Holcomb Rock Lease and proceed to a
Public Hearing on June 23rd.

SUMMARY

The proposed lease enables Cellco Partnership d/b/a Verizon Wireless to lease 5,625 square feet of
ground space for the purpose of installing a monopole tower and associated appertenances known
as the "Communications Facilities". The lease of this land does not in any way impact or limit the
current or future operations and potential expansion of the water treatment facilities. In fact, the
proposed new communication facilities should enhance and improve the reliability of the
communications and operations of the water treatment facilities.

PRIOR ACTION(S)

None

FISCAL IMPACT

\$11,400.00 in annual lease revenue to the Water Fund

CONTACT(S)

Timothy Mitchell, Director of Water Resources

ATTACHMENT(S)

1. Proposed Resolution - Holcomb Rock Lease
2. Holcomb Rock Lease (Final)
3. Attachment A
4. Attachment B

REVIEWED BY



Timothy Mitchell, Director of Water Resources

Date: June 01, 2026



Gregory Patrick, Deputy City Manager

Date: June 04, 2026



Alicia Finney-Andrews, Clerk of Council

Date: June 04, 2026

RESOLUTION:

#R-26-___

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

1. That the City of Lynchburg, Virginia ("City") is authorized to let real estate owned by the City at the Abert Water Filtration Plant, 2500 Abert Road, Bedford County, Virginia to Cellco Partnership d/b/a Verizon Wireless consisting of approximately 5,625 square feet (with dimensions of 75' x 75') of ground space including any space required for antennas and/or dishes and cable runs to connect antennas and/or dishes and equipment for the purpose of the installation, location, operation, upgrade, replacement, and maintenance of communications facilities; together with the non-exclusive license and right for (a) ingress and egress, 7 days a week, 24 hours a day, and (b) the installation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber, and other similar support services and/or utilities as provided in that certain Lease Agreement, dated June 23, 2026, between the City and Cellco Partnership d/b/a Verizon Wireless. Such Lease Agreement is expressly incorporated herein by reference.
2. That the City Manager is authorized to execute the said Lease Agreement on behalf of the City and is further authorized to take any and all actions necessary to effectuate the substance of this Resolution.
3. That this Resolution shall become effective upon its adoption.

Adopted:

Certified:

Clerk of Council

GROUND LEVEL LEASE AGREEMENT

THIS GROUND LEVEL LEASE AGREEMENT ("Lease Agreement"), made and dated this 23rd day of June, 2026 (the "Effective Date"), by and between the **CITY OF LYNCHBURG, VIRGINIA**, a municipal corporation, party of the first part, hereinafter referred to as the "City", and **CELLCO PARTNERSHIP d/b/a Verizon Wireless**, party of the second part, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, the City is the owner of the parcel of improved real estate located in Bedford County, Virginia known as the Abert Water Filtration Plant (the "Plant"), located at 2500 Abert Road, Bedford County, Virginia, as described on **Attachment "B"** attached to this Lease Agreement and incorporated herein by reference (the "Property"). The Property is owned by the City, and the City is executing this Lease Agreement to evidence its consent to this Lease Agreement. It is agreed that where consent or notice is required under this Lease Agreement by the Lessee, the Lessee will obtain consent from, and provide notice to, both the City and the City's Department of Water Resources (the "DWR"). The Lessee shall avoid any adverse impacts on the activities of the Plant; and

WHEREAS, the Lessee wishes to lease approximately five thousand six hundred twenty-five (5,625) square feet (with dimensions of 75' x 75') of ground space at the Plant, as shown on **Attachment "A"** attached to this Lease Agreement and incorporated herein by reference, for the purpose of the installation, location, operation, upgrade, replacement, and maintenance of including, without limitation, personal communications service, cellular, paging, radio, cable, and other communications facilities, which may include, without limitation, a monopole tower, antenna arrays, dishes, platforms, cables, wires, equipment cabinets, shelters and buildings, electronics equipment, generators, and accessories, hereinafter collectively referred to as the "Communications Facilities"; and

WHEREAS, the City is willing to let such area to the Lessee and allow the Lessee to install, locate, connect, operate, upgrade, replace, and maintain the Communications Facilities on the Ground Level Space (as defined below) in accordance with the terms hereinafter set forth in this Lease Agreement.

NOW, THEREFORE, for and in consideration of the Property and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

(1) Property - The City does hereby let unto the Lessee approximately five thousand six hundred twenty-five (5,625) square feet (with dimensions of 75' x 75') of ground space including any space required for antennas and/or dishes and cable runs to connect antennas and/or dishes and equipment, the "Ground Level Space", at the Abert Water Filtration Plant, located at 2500 Abert Road, Bedford County, Virginia, for the purpose of the installation, location, operation, upgrade, replacement, and maintenance of the Communications Facilities; together with the non-exclusive license and right for (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, in accordance with the provisions of this Lease Agreement, and (b) the installation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber, and other similar support services and/or utilities over, upon, and within the agreed-upon areas of the Property depicted in Attachment "A". Such non-exclusive license and right described herein shall run concurrently with this Lease Agreement and terminate or expire as this Lease Agreement terminates or expires. Where and when necessary, the City agrees to grant the Lessee or its utility provider the right to install such support services and/or utilities on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by the City.

The City makes no representation or warranty whether the Lessee's use of the Property or the Ground Level Space is permitted by any laws or regulations applicable to the Property, and the Lessee is solely responsible for determining whether its use is permitted, and for securing all necessary licenses, permits and approvals for such use. The Lessee hereby accepts the Property "AS IS" and in its condition as it existed on the Commencement Date of this Lease Agreement without any representation or warranty of the City.

Drawings showing the location of the Ground Level Space on which the Lessee will be allowed to install, operate, upgrade, replace, and maintain its Communications Facilities are attached to this Lease Agreement as Attachment "A." It is agreed that the Ground Level Space may be surveyed by a licensed surveyor and/or shown on construction drawings prepared by a licensed engineer, at the Lessee's expense. Such survey and/or construction drawings shall then replace Attachment "A" and become a part hereof and shall control the description of the Ground Level Space; if a discrepancy exists between the description contained in Attachment "A" and the survey and/or construction drawings, the City must approve such discrepancy in writing before the survey and/or construction drawings replace Attachment "A."

Notwithstanding any other provision of this Lease Agreement, the Lessee acknowledges the absolute primacy of the City's use of the Property as a water filtration plant, and that the Lessee's rights under this Lease Agreement are subject and subordinate to the use and operation of the Property as a water filtration plant. Accordingly, in exercising its rights under this Lease Agreement, the Lessee shall use reasonable efforts to avoid any adverse construction, operational, or other such impact on the Property and the City's use and operation of the Plant. Notwithstanding any other provision of this Lease Agreement, the Lessee will use reasonable efforts to cause its entry, work, or activities on the Property to be performed or undertaken at such times, and to occur in such manner, as the City may reasonably require, in its reasonable discretion, to avoid any adverse impacts to the operation of the Plant. Failure to do the same by the Lessee shall permit the City to terminate this Lease Agreement in accordance with Paragraph 9 below. Following such termination, the Lessee shall remove the Communications Facilities from the Property in accordance with Paragraph 5 below.

(2) Term- This Lease Agreement shall be for a term of five (5) years beginning on the first day of the month immediately following the date upon which the Lessee begins installation of the Communications Facilities. The Parties shall acknowledge the Commencement Date in writing. At the option of both Parties, this Lease Agreement may be extended for four (4) additional five (5) year terms unless the City or the Lessee terminates it at the end of the then-current term by giving the non-terminating party at least ninety (90) days' written notice. At least thirty (30) days prior to the end of the initial term or any subsequent renewal term of the Lease Agreement, the Parties will review this Lease

Agreement and discuss its renewal. The City Manager, in his discretion, may approve an extension to this Lease Agreement or terminate this Lease Agreement as provided herein.

The Communications Facilities and other equipment, improvements, fixtures, and personal property installed by the Lessee on the Property shall be and remain the personal property of the Lessee even though some or all of it may be physically constructed on the City's land.

Upon the expiration or termination of this Lease Agreement, the Lessee's authority to use the Property shall cease, and the Lessee shall, upon such expiration or termination, remove the Communications Facilities from the Property in accordance with Paragraph 5 below.

- (3) Rent -The rent for the initial term and for any renewal term shall be as specified below, payable at the times and under the following conditions:
- (a) The rental fee for the initial five-year term shall be Eleven Thousand Four Hundred and XX/100 Dollars (**\$11,400.00**) per year. The first year's rental fee shall be due on the Commencement Date of the Lease Agreement and each anniversary thereafter, in advance, to the City at the address stated in subsection (b) below. Notwithstanding the foregoing, the City and the Lessee acknowledge and agree that the initial rent payment does not have to be sent by the Lessee until ninety (90) days after the Commencement Date. The rental fee for each additional renewal term shall increase ten percent (10%) over the annual rental fee due for the immediately preceding term. The City and the Lessee both agree the rental fees described herein and contemplated hereby are fair and reasonable.
 - (b) The first rental payment made under this Lease Agreement shall be made payable to the City and remitted to: City of Lynchburg, Virginia, Attn: Department of Water Resources, C/O: Director of Water Resources, 525 Taylor Street, Lynchburg, VA 24501. All rental payments made thereafter shall be made payable to the City and remitted to: City of Lynchburg, Virginia, Attn: Billings and Collections, PO Box 9000, Lynchburg, VA 24505-0603.
 - (c) Any and all payments of rent or other sums due under this Lease Agreement shall be paid on the due date. If a payment is not made within thirty (30) days of the due date, the Lessee shall pay a five percent (5%) late penalty on the amount of the delinquent payment and shall pay interest on the amount of the principal and the penalty at the rate of ten percent (10%) per annum. The City, at its sole discretion, may send invoices, along with reasonable supporting documentation, to the Lessee for any amounts due under this Lease Agreement. Such invoices shall be mailed

to the Lessee at the following address:

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

or to any replacement address that may be later designated in writing.

(d) For any party to whom rental payments are to be made, the City or any successor in interest to the City hereby agrees to provide to the Lessee: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify the City's or such other party's right to receive rental as is reasonably requested by the Lessee. Rental payments shall accrue in accordance with this Lease Agreement, but the Lessee may not deliver rental payments for up to ninety (90) days after the requested documentation has been received by the Lessee.

(4) Installation, Maintenance, and Operation of Communications Facilities - The Lessee shall install, locate, maintain, upgrade, replace, and operate its Communications Facilities in accordance with all of the following:

(a) The Lessee shall be responsible for all costs associated with the installation, location, maintenance, upgrade, replacement, and operation of its Communications Facilities on the Ground Level Space as shown on Attachment "A."

(b) The Lessee shall be responsible for obtaining any permits ("Governmental Approvals") that are needed for the installation, location, maintenance, upgrade, replacement, and operation of its Communications Facilities, and the installation, maintenance, upgrade, replacement, and operation of such Facilities shall be in accordance with industry standards and in accordance with the requirements of any applicable federal, state, and county rules, regulation, codes or ordinances that apply to the installation, location, maintenance, upgrade, replacement, and operation of its Communications Facilities, now in effect or hereinafter adopted. The Lessee will be responsible for any damages the installation, maintenance, upgrade, replacement, or operation of its Communications Facilities may cause to the City's property except to the extent such damages are due to the negligent acts or omissions or willful misconduct of the City or its agents, representatives, or employees. The City shall cooperate with the Lessee in its effort to

obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by the Lessee. In the event that (i) any of the Lessee's applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to the Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) the Lessee determines that such Governmental Approvals may not be obtained in a timely manner, the Lessee shall have the right to terminate this Lease Agreement. Further, in addition to the termination provisions set forth in the preceding sentence and in any other provisions of this Lease Agreement which provide for termination, the Lessee may terminate this Lease Agreement at any time without further liability, upon ninety (90) days prior written notice to the City, if the Lessee determines, in the Lessee's sole and absolute discretion, that (X) based on the results of any feasibility tests, the Ground Level Space is not suitable for the Lessee's Communications Facilities or intended use, (Y) the Lessee no longer desires to operate its Communications Facilities on the Ground Level Space for technological reasons, or (Z) the Ground Level Space is no longer suitable for the Lessee's purposes. Upon termination, all prepaid rent shall be retained by the City. Notice of the Lessee's exercise of its right to terminate shall be given to the City in accordance with the notice provisions set forth in Paragraph 11 and shall be effective upon the receipt of such notice by the City or upon such later date as designated by the Lessee. All rents paid to said termination date shall be retained by the City. Upon such termination, this Lease Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by one party to the other hereunder. Otherwise, the Lessee shall have no further obligations to the City.

- (c) The Communications Facilities shall be at the Lessee's expense, and installation shall be at the discretion and option of the Lessee. The Lessee shall have the right to replace, repair, add to, or otherwise modify the Communications Facilities or any portion thereof, and the frequencies over which the Communications Facilities operates, whether or not any of the Communications Facilities or other improvements are listed on any exhibit to this Lease Agreement. Except in an emergency, the Lessee shall notify the DWR by telephone (at (434) 455-4252) or email (to timothy.mitchell@lynchburgva.gov) in advance prior to performing any maintenance or repair work on its Communications Facilities. The Lessee shall provide the City with notice of emergency access as soon as reasonably practicable.
- (d) The Lessee shall at all times during the term of this Lease Agreement, at its own expense, maintain the Communications Facilities in proper operating condition and in a reasonably good

condition. The Lessee's agreement to perform or cause to be performed all of the work described herein, all at the Lessee's sole cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to the Lessee's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by the Lessee. The City reserves the right to inspect the Lessee's Communications Facilities at all reasonable times with at least seventy-two (72) hours' prior notice to the Lessee, and at any time, in case of emergency, for the purpose of conducting inspections to determine if the Lessee is complying with the terms and conditions of this Lease Agreement. The Lessee has the right to be present at all inspections, except in case of an emergency, provided, however, that the City shall provide the Lessee with notice of any emergency inspection as soon as reasonably practicable. If the Lessee fails to maintain the Communications Facilities in a proper condition, the City may notify the Lessee of the need to do so, and it is the Lessee's responsibility to make necessary repairs or improvements.

- (e) The Lessee agrees that the Lessee will not cause interference that is measurable in accordance with industry standards to the City's equipment. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of forty-eight (48) hours following notice to the interfering party via telephone to the Lessee's Network Management Center (at (800) 264-6620), the Lessee shall reduce power or cease operations of the interfering equipment until the interference is cured. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of the foregoing and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance. In no event will the City be entitled to terminate this Lease Agreement or relocate the Communications Facilities as long as the Lessee is making a good faith effort to remedy the interference issue.

While this Lease Agreement is in effect, if a third-party wireless carrier leases or occupies the Property (or a portion thereof) and installs equipment that is of the type and frequency which causes interference that is measurable in accordance with industry standards to the Lessee's Communications Facilities, then the City understands the Lessee may, in its reasonable discretion, take any and all action permitted by applicable law to protect its (Lessee's) Communication Facilities from such interference.

- (f) The Lessee shall provide all electrical power connections for its operation at its sole expense and effort. Connection to the Plant will not be permitted.
- (g) The Lessee shall be permitted at any time during the term of the Lease Agreement, to install,

maintain, and/or provide access to and use of, as necessary (during any power interruption at the Property), a temporary power source, and all related equipment and appurtenances on the Property, or elsewhere on the Property in such locations as reasonably approved by the City and DWR. The Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Property, provided that the locations of such conduits shall be subject to the reasonable approval of the City and the DWR. Depending upon the size, location, and length of the time for which temporary power source will be utilized, the City reserves the right to charge the Lessee additional rent during the period of time the temporary power source remains on the Property, provided, however, that no such additional rent will be charged if the temporary power source is located within the Ground Level Space.

- (5) Removal Following Termination or Expiration of Lease Agreement – Upon the expiration or termination of this Lease Agreement, the Lessee's authority to use the Property shall cease, and the Lessee shall, upon such expiration or termination, remove all of its Communications Facilities (except concrete footings) from the Ground Level Space and surrender the Ground Level Space to the City, promptly and in good condition, ordinary wear and tear excepted. If the Lessee fails to remove the Communications Facilities from the Ground Level Space within ninety (90) days after the date of expiration or any earlier termination, the City shall have the right to remove the Communications Facilities from the Ground Level Space after providing the Lessee thirty (30) days' prior written notice and to bill the Lessee for the reasonable cost of such removal. This bill shall be payable to the City within forty-five (45) days of receipt thereof. The Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of the Communications Facilities are completed.
- (6) Indemnity and Insurance. Lessee agrees to indemnify, hold harmless and defend the City, its employees and officials, from and against any and all lawsuits, claims, causes of action, liability, demands, damages, disability, losses, and expenses of any nature whatsoever, including reasonable attorneys' fees (collectively, the "Claims"), resulting or in any manner arising from the installation, location, maintenance, upgrade, replacement, and operation of the Communications Facilities on the Property except to the extent such Claims are due to, or caused by, the negligence or willful misconduct of the City or its employees and officials. During the term of this Lease Agreement, the Lessee shall obtain and maintain at its sole expense, with

financially reputable insurers with an A minus (A-), VII, or better rating from A.M. Best and licensed, authorized, or permitted to do business in the Commonwealth of Virginia, the insurance policies required below, as follows:

- (a) Workers' compensation in compliance with the statutory requirements of the state(s) of operation and employer's liability limit of \$500,000 each accident/disease/policy limit.
- (b) Commercial general liability with limits of \$1,000,000 per occurrence for bodily injury and property damage and \$1,000,000 general aggregate including coverage for contractual liability, personal and advertising injury and products completed operations liability. The City, its employees and officials shall be included under this policy as additional insureds as their interest may appear under this Lease Agreement.
- (c) "All risk" property insurance covering the full replacement cost of the Lessee's property.

The insurance required of the Lessee herein shall be primary and any insurance or self-insurance maintained by the City are secondary and apply only in excess of and shall not contribute with the insurance obtained by the Lessee. Any deductibles or self-insurance retention applicable to the required coverage shall be paid by the Lessee and the City shall not be required to participate therewith. The Lessee shall deliver a certificate of insurance and blanket additional insured endorsements to the City's Risk Management Division and to the DWR showing the same to be in full force and effect before installing, locating, maintaining, replacing, and operating of its Communications Facilities and related telephone and electric utilities on the Property, upon each renewal of the Lease Agreement, and, at other times throughout the term of the Lease Agreement when the City requests confirmation of insurance coverage.

The Lessee agrees to waive subrogation against the City and to ensure said waiver is recognized by the insurance policies required by this Lease Agreement.

The insurance carried by the Lessee will be with insurers with an A minus (A-), VII or better rating from A.M. Best. Upon receipt of notice from its insurer(s), the Lessee shall provide the City thirty (30) days' advance written notice of any cancellation of any required coverage.

Notwithstanding any of the other provisions in Paragraph 6 of this Lease Agreement, the failure of the Lessee to maintain such insurance coverage throughout the term of this Lease Agreement shall be grounds for the immediate termination of this Lease Agreement by the City. All insurance will be obtained by the Lessee, at its sole expense, from insurance

companies authorized by Virginia's State Corporation Commission to do business in Virginia. The City reserves the right to review and/or, upon prior written notice to, review, and acceptance by the Lessee, modify the insurance requirements herein prior to any renewal of this Lease Agreement to the types and amounts then generally required by landlords for comparable use of rooftop space for telecommunications providers in the Commonwealth of Virginia.

Except for the indemnification obligations under this Lease Agreement or a violation of law, neither party hereto shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced, or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

(7) Destruction of or Damage to the City's Property —If any of the City's Property should be damaged or destroyed by a fire, the elements, a public enemy, or other casualty such that the Lessee's operations at the Property shall be impaired for more than forty-five (45) days, then the City or the Lessee may terminate this Lease Agreement without penalty upon fifteen (15) days' prior written notice to the non-terminating party, or the parties hereto may reach an agreement concerning repair of the premises, rent abatement, and term extension. The City shall be under no obligation to repair or replace the Property or the Communications Facilities. The Lessee shall be responsible for repairing or replacing any damages to the City's Property (both real property and personal property) caused by the acts or omissions of the Lessee or its employees, representatives, or agents except to the extent such damages are due to the negligent acts or omissions or willful misconduct of the City or its employees, representatives, or agents.

(8) Damage to or Loss of the Lessee's Property - The City shall not be liable for any damage to or loss of the Lessee's Communications Facilities regardless of how such damage or loss may occur, provided however, that the City agrees it will be responsible for damage to the Lessee's property to the extent caused by the negligent acts or omissions or willful misconduct of the City, its employees and representative. If such damage or loss occurs which

cannot be reasonably expected to be repaired within forty-five (45) days or which disrupts the Lessee's operations at the Property for more than forty-five (45) days, the City or the Lessee may, at any time following such damage or loss, terminate the Lease Agreement upon fifteen (15) days' prior written notice to the non-terminating party. The rent shall abate during the period of repair following such damage or loss in proportion to the degree to which the Lessee's use of the Property is impaired. It is expressly agreed and understood that the Lessee, in installing its Communications Facilities on the Property, does so at its own risk. The waiver set forth in this paragraph only applies to the City and its employees and officials and shall not prevent the Lessee for seeking recovery from third parties that cause damage to or loss of the Lessee's property.

(9) Failure to Comply with the Lease Agreement – If (a) the Lessee or the City shall fail to comply with any of the terms and conditions of the Lease Agreement or any notices given hereunder, and such failure shall continue for a period of not less than thirty (30) days after notice in writing (or, if the failure cannot reasonably be remedied in such time, if the failing party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice) or (b) any petition is filed by or against the Lessee, under the federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against the Lessee, such petition is not dismissed within sixty (60) days after the filing thereof), or the Lessee is adjudged bankrupt or insolvent in proceedings filed under the federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof, then the Lessee or the City, as applicable, may terminate this Lease Agreement. In the event that either party to this Lease Agreement defaults in the performance of any of the terms and conditions of the Lease Agreement, the non-defaulting party may pursue any remedy now or hereafter available to non-defaulting party under the laws or judicial decisions of the Commonwealth of Virginia.

(10) Assignment – The Lessee shall not assign this Lease Agreement or sublet any part thereof without the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the immediately preceding sentence, the Lessee may assign or transfer this Lease Agreement, without the City's consent, to: (a) any entity in which the Lessee directly or indirectly holds an

equity or similar interest of fifty percent (50%) or more; (b) any entity which directly or indirectly holds an equity or similar interest in the Lessee of fifty percent (50%) or more; (c) any entity directly or indirectly under common control with the Lessee; or (d) any entity which acquires all or substantially all of the Lessee's assets in the market defined by the FCC in which the Property is located by reason of merger, acquisition, or other business reorganization. No change of stock ownership, partnership interest, or control of the Lessee or transfer upon partnership or corporate dissolution of the Lessee shall constitute an assignment hereunder. The Lessee, in its sole discretion, may sublet the Ground Level Space and/or Communications Facilities with the written consent of the City, which shall not be unreasonably withheld, delayed, or conditioned.

(11) Notices -All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Lessee: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to:

Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

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

-and-

City of Lynchburg
Department of Water Resources
Attn: Director
525 Taylor Street

Lynchburg, VA 24501

or to any replacement addresses or persons that may be later designated in writing.

- (12) General Provisions-The Lessee agrees to the following conditions concerning the use of the City's Property and installation of the Lessee's Communications Facilities:
- (a) This Lease Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Virginia. Venue shall be in the City of Lynchburg, Virginia or in any federal court having jurisdiction over the City of Lynchburg, Virginia.
 - (b) The Lessee shall assume responsibility for the security of its Communications Facilities. The City shall be under no obligation whatsoever to alert the Lessee of any issue concerning the Facilities nor any required maintenance.
 - (c) In the event any provision of this Lease Agreement shall be found to be invalid or unenforceable, the remaining portions shall remain in full force and effect.
 - (d) The Lessee agrees to observe and obey during the term of this Lease Agreement all federal, state and local law, ordinances, rules and regulations, currently in force or subsequently adopted that may apply to its installation, location, maintenance, upgrade, replacement, operation, and use of its Communications Facilities. The City shall maintain the Property in compliance with all applicable federal, state and local law, ordinances, rules and regulations, currently in force or subsequently adopted.
 - (e) The Lessee agrees to use its Communications Facilities in a non-discriminatory manner in accordance with Federal and Virginia law.
 - (f) All terms and conditions with respect to this Lease Agreement are expressly contained herein, and both parties agree that no representative or agent of the City or the Lessee has made any representation or promise with respect to this Lease Agreement not expressly contained herein. Further, no third-party beneficiaries are intended by this Lease Agreement. The sole parties hereto are the City and the Lessee.
 - (g) The City covenants that the Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold, and enjoy the Ground Level Space. The City represents to the Lessee, as of the execution date of this Lease Agreement, and covenants during the term, that the City is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease Agreement. The City further covenants that there are no liens, judgments, or impediments of title on the Property, or affecting the City's title to

the same and that there are no covenants, easements, or restrictions which prevent or adversely affect the use or occupancy of the Property by the Lessee as set forth above.

- (h) Where requested, the City agrees to execute a Memorandum of Lease Agreement which the Lessee may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the term or rental fee unless required otherwise by applicable law.
- (i) This Lease Agreement contains all agreements, promises, and understandings between the City and the Lessee regarding this transaction, and no oral agreement, promises, or understandings shall be binding upon either the City or the Lessee in any dispute, controversy, or proceeding. This Lease Agreement may not be amended or varied except in a writing signed by both parties hereto. This Lease Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Lease Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The provisions of this Lease Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Lease Agreement.
- (j) This Lease Agreement may be executed by electronic signature, which shall be considered as an original signature for all intents and purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature. This Lease Agreement may also be executed in counterparts.
- (k) Nothing contained in this Lease Agreement shall be construed as or deemed to make either the City or the Lessee the agent, partner, or joint venture of the other, except as may otherwise be provided in this Lease Agreement. Unless specifically provided in this Lease Agreement, nothing contained in this Lease Agreement shall give the Lessee 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 Lease Agreement, neither the City nor the Lessee 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 Lease Agreement, the Lessee is and shall be acting as an independent contractor, responsible to all parties for its acts and omissions, and the City shall not be liable for the same.

- (l) It is distinctively understood that all privileges and uses of the Property and Ground Level Space, except to the extent herein demised to the Lessee, are expressly reserved by the City to use at its discretion.
- (m) No rights or obligations of this Lease Agreement will be deemed waived except by a specific written waiver executed by the parties.
- (n) This Lease Agreement may be modified by the City and the Lessee during its existence, but no modification shall be valid or enforceable unless made in writing and signed by both of the aforesaid parties. Approval of the Lynchburg City Council shall not be necessary for such modifications or amendments.
- (o) **It is understood by the parties that this Lease Agreement is conditioned upon the approval of the Lynchburg City Council after a public hearing has been duly advertised and held pursuant to the requirements of § 15.2-1800, Code of Virginia, 1950, as amended.**
- (p) All rights and obligations of this Lease Agreement will be binding upon the parties' successors and permitted assigns.

(13) Environmental

- (a) The City will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of the Lessee.
- (b) The City represents that it is not aware of and has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation.
- (c) The Lessee shall hold the City harmless and indemnify and defend the City from and assume all duties, responsibility, and liability at the Lessee's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation, or proceeding which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations,

guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by the Lessee; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by the Lessee.

(14) Rights upon Sale. Should the City, at any time during the Term, decide to sell, transfer, or otherwise dispose of its ownership interest(s) in the entirety of the Property, or any portion thereof containing the Ground Level Space, then the recipient(s) of the same shall be subject to the entirety of this Lease Agreement as a successor to the City. Immediately upon such sale, transfer, or disposal, the City shall be released from all of its respective obligations to the Lessee hereunder.

(15) Taxes. If City is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Lessee with respect to the transactions contemplated by this Agreement, then City shall bill such Tax to Lessee in the manner and for the amount required by law.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

City of Lynchburg, Virginia

By: _____
Wynter C. Benda, City Manager

Date: _____

(Seal)

ATTEST:

Name: _____
Title: _____

Cellco Partnership d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A

THIS EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS FOR THE EXPRESS PURPOSE OF SHOWING PROPOSED LEASE AREAS.

V.S.P.C.S. 140 § 83
SOUTH ZONE(2017)



N/F
WILLIAM A. CARRINGTON
D.B. 916, PG. 14
T.P. 30-A-12

ABERT ROAD
S.R. 761

LINE	BEARING	DISTANCE
L1	S 18°50'43" E	20.02'
L2	S 35°54'15" W	27.19'
L3	S 23°12'58" W	131.12'
L4	S 07°12'52" W	31.31'
L5	S 12°38'44" E	138.44'
L6	N 68°32'59" E	70.32'
L7	N 37°50'43" E	126.49'
L8	S 52°09'17" E	20.00'
L9	S 37°50'43" W	131.98'
L10	S 68°32'59" W	75.81'
L11	N 12°38'44" W	141.94'
L12	N 07°12'52" E	37.62'
L13	N 23°12'58" E	136.15'
L14	N 35°54'15" E	29.41'
L15	N 18°50'43" W	37.77'
L16	S 52°09'17" E	75.00'
L17	S 37°50'43" W	75.00'
L18	S 52°09'17" W	75.00'
L19	N 37°50'43" E	75.00'
L20	N 90°00'00" E	15.00'
L21	S 00°00'00" E	32.50'
L22	S 40°29'42" W	92.56'
L23	N 52°09'17" W	15.02'
L24	N 40°29'42" E	87.72'
L25	N 00°00'00" W	26.97'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	70.00'	26.91'	26.74'	S 67°14'59" E	22°01'30"
C2	145.00'	138.56'	133.34'	S 08°31'46" W	64°44'58"
C3	50.00'	86.22'	75.93'	S 62°02'52" E	98°48'17"
C4	70.00'	120.71'	106.30'	N 62°02'52" W	98°48'17"
C5	125.00'	119.44'	114.95'	N 08°31'46" E	54°44'58"

EXHIBIT NOTES

- TOPOGRAPHIC SURVEY PERFORMED BY CAUSEWAY CONSULTANTS, P.C. P.O. BOX 15039 CHESAPEAKE, VIRGINIA, 23328 757-482-0474. SURVEY DATE: SEPTEMBER 12, 2021. REVISION PERFORMED BY TIM FALLON LAND SURVEYING, PLLC 15139 CARROLLTON, VIRGINIA, 23314, 757-837-2919, DATED SEPTEMBER 5, 2023.
- COORDINATES AND ELEVATIONS SHOWN WERE ESTABLISHED USING KINEMATIC GPS OBSERVATIONS, PROVIDED THROUGH THE TOPNET LINE SURVEY CONTROL NETWORK. VERTICAL DATUM - NAVD 88. HORIZONTAL REFERENCE FRAME - NAD 83(2011). DISTANCES SHOWN ARE ON THE U.S. SURVEY FOOT.
- NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY TIM FALLON LAND SURVEYING, PLLC. THIS EXHIBIT DOES NOT GUARANTEE THE "EXISTENCE OR NONEXISTENCE" OF UNDERGROUND UTILITIES. PRIOR TO ANY CONSTRUCTION OR EXCAVATION, CONTACT MISS UTILITY AT 1-800-552-7001 TO CONFIRM THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES.
- THIS EXHIBIT WAS DONE WITH THE BENEFIT OF A TITLE REPORT BY AMC SETTLEMENT SERVICES ORDER NO. 50021549 DATED SEPTEMBER 14, 2021.
- PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY. THE RIGHT-OF-WAY, PROPERTY LINE AND/OR EASEMENTS SHOWN HEREON REPRESENT A COMPILATION OF RECORDED DEEDS, PLATS, G.I.S. RECORDS AND TAX MAPS.
- THE AREA OF THE PROPOSED CELL TOWER APPEARS TO LIE WITHIN FLOOD ZONE "X" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY - NATIONAL FLOOD INSURANCE COMMUNITY NUMBER 51019C-0230D, DATED SEPTEMBER 29, 2010.
- THE EXISTENCE OF HAZARDOUS WASTE, VEGETATED WETLANDS, OR TIDAL WETLANDS, WAS NEITHER INVESTIGATED, NOR CONFIRMED DURING THE PERFORMANCE OF THIS EXHIBIT.

LEGAL DESCRIPTION PROPOSED LESSEE'S 75' x 75' PREMISES

A PROPOSED LESSEE 75' x 75' PREMISES ON TAX PARCEL 30-1-2A, AS DESCRIBED IN DEED BOOK 337, PAGE 328, OF RECORD IN THE BEDFORD COUNTY CLERK OF THE CIRCUIT COURTS OFFICE, VIRGINIA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE WESTERLY MOST CORNER OF SAID TAX PARCEL; SAID POINT BEING ALONG THE SOUTHERLY RIGHT OF WAY OF ABERT ROAD; THENCE ALONG A TIE LINE S 45°06'43" E A DISTANCE OF 451.97' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING;

THENCE S 52°09'17" E A DISTANCE OF 75.00' TO A POINT;
THENCE S 37°50'43" W A DISTANCE OF 75.00' TO A POINT;
THENCE N 52°09'17" W A DISTANCE OF 75.00' TO A POINT;
THENCE N 37°50'43" E A DISTANCE OF 75.00' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 5,625 SQUARE FEET OR 0.129 ACRES.

LEGAL DESCRIPTION PROPOSED LESSEE 20' INGRESS/EGRESS & UTILITIES LICENSED AREA

A PROPOSED LESSEE 20' INGRESS/EGRESS AND UTILITIES LICENSED OVER AND ACROSS TAX PARCEL 30-1-2A, AS DESCRIBED IN DEED BOOK 337, PAGE 328, OF RECORD IN THE BEDFORD COUNTY CLERK OF THE CIRCUIT COURTS OFFICE, VIRGINIA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE WESTERLY MOST CORNER OF SAID TAX PARCEL; SAID POINT BEING ALONG THE SOUTHERLY RIGHT OF WAY OF ABERT ROAD; THENCE ALONG A TIE LINE N 85°44'26" E A DISTANCE OF 199.77' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 26.91', A RADIUS OF 70.01', A CHORD BEARING OF S 67°14'53" E, AND A CHORD LENGTH OF 26.74', TO A POINT;
THENCE S 18°50'43" E A DISTANCE OF 20.02' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 138.56', WITH A RADIUS OF 145.00', WITH A CHORD BEARING OF S 08°31'46" W, WITH A CHORD LENGTH OF 133.34', TO A POINT;
THENCE S 35°54'15" W A DISTANCE OF 27.19' TO A POINT;
THENCE S 23°12'58" W A DISTANCE OF 131.12' TO A POINT;
THENCE S 07°12'52" W A DISTANCE OF 31.31' TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 86.22', A RADIUS OF 50.00', A CHORD BEARING OF S 62°02'52" E, AND A CHORD LENGTH OF 75.93', TO A POINT;
THENCE N 68°32'59" E A DISTANCE OF 70.32' TO A POINT;
THENCE N 37°50'43" E A DISTANCE OF 126.49' TO A POINT;
THENCE S 52°09'17" E A DISTANCE OF 20.00' TO A POINT;
THENCE S 37°50'43" W A DISTANCE OF 131.98' TO A POINT;
THENCE S 68°32'59" W A DISTANCE OF 75.81' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 120.71', A RADIUS OF 70.00', A CHORD BEARING OF N 62°02'52" W, AND A CHORD LENGTH OF 106.30', TO A POINT;
THENCE N 12°38'44" W A DISTANCE OF 141.94' TO A POINT;
THENCE N 07°12'52" E A DISTANCE OF 37.62' TO A POINT;
THENCE N 23°12'58" E A DISTANCE OF 136.15' TO A POINT;
THENCE N 35°54'15" E A DISTANCE OF 29.41' TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 119.44', A RADIUS OF 125.00', A CHORD BEARING OF N 08°31'46" E, AND A CHORD LENGTH OF 114.95', TO A POINT;
THENCE N 18°50'28" W A DISTANCE OF 37.77' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 26.91', A RADIUS OF 70.01', A CHORD BEARING OF S 67°14'53" E, AND A CHORD LENGTH OF 26.74', TO A POINT WHICH IS THE TRUE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 16,028 SQUARE FEET, 0.368 ACRES.

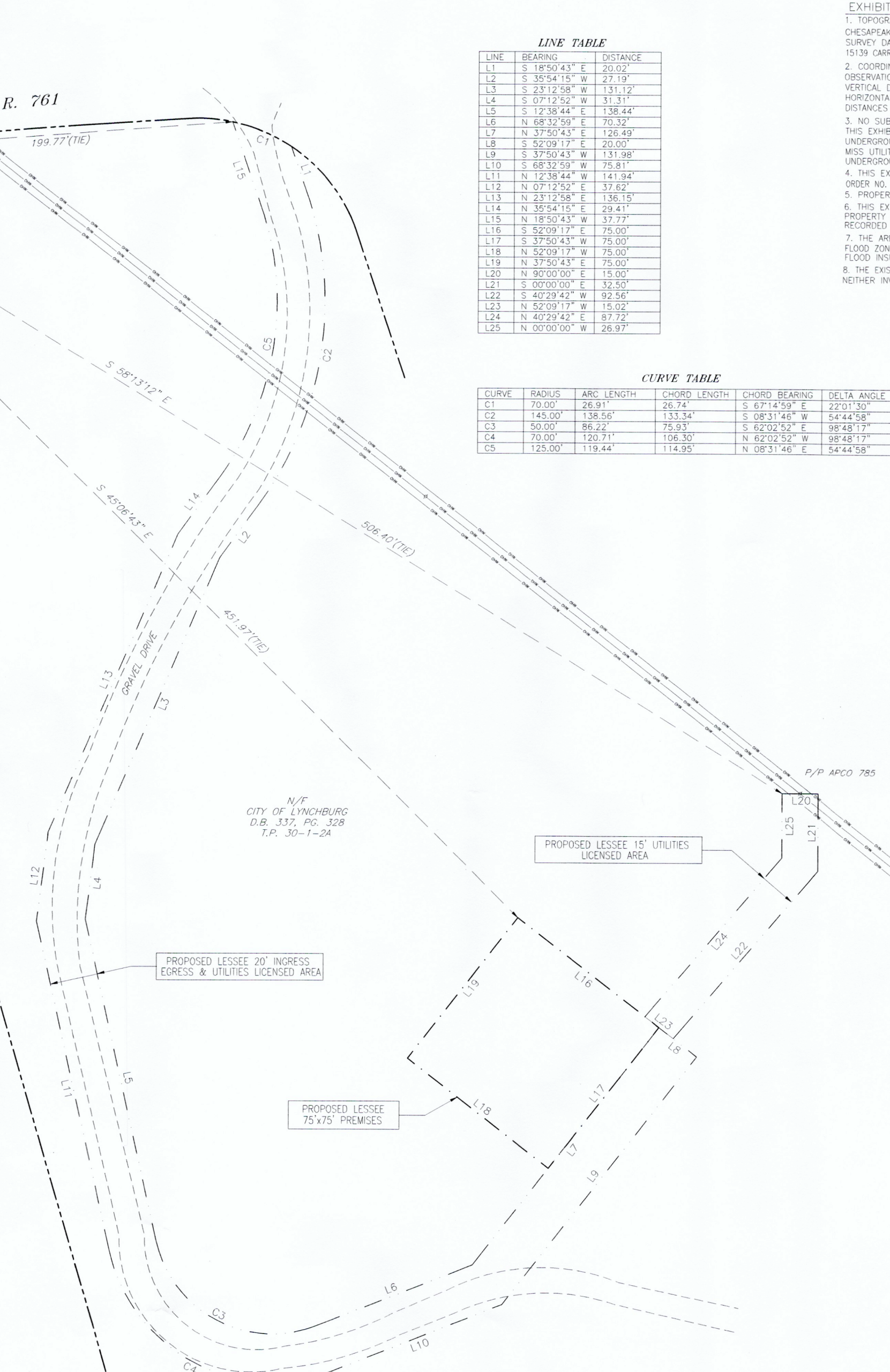
LEGAL DESCRIPTION PROPOSED LESSEE'S 15' UTILITIES LICENSED AREA

A PROPOSED LESSEE 15' UTILITIES LICENSED AREA ON TAX PARCEL 30-1-2A, AS DESCRIBED IN DEED BOOK 337, PAGE 328, OF RECORD IN THE BEDFORD COUNTY CLERK OF THE CIRCUIT COURTS OFFICE, VIRGINIA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE WESTERLY MOST CORNER OF SAID TAX PARCEL; SAID POINT BEING ALONG THE SOUTHERLY RIGHT OF WAY OF ABERT ROAD; THENCE ALONG A TIE LINE S 58°13'12" E A DISTANCE OF 506.40' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING;

THENCE N 90°00'00" E A DISTANCE OF 15.00' TO A POINT;
THENCE S 00°00'00" E A DISTANCE OF 32.50' TO A POINT;
THENCE S 40°29'42" W A DISTANCE OF 92.56' TO A POINT;
THENCE N 52°09'17" W A DISTANCE OF 15.02' TO A POINT;
THENCE N 40°29'42" E A DISTANCE OF 87.72' TO A POINT;
THENCE N 00°00'00" W A DISTANCE OF 26.97' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 1,798 SQUARE FEET OR 0.041 ACRES.

N/F
WILLIAM A. CARRINGTON
D.B. 916, PG. 14
T.P. 30-A-12

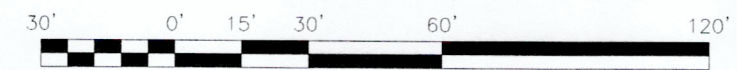


N/F
CITY OF LYNCHBURG
D.B. 337, PG. 328
T.P. 30-1-2A

APPROVED
[Signature]
CITY ENGINEER
DATE 10/13/23

LEGEND
LESSEE'S PREMISES - - - - -
LESSEE'S ACCESS - - - - -
R/W & PROPERTY LINE - - - - -
TIE LINE - - - - -
P PUBLIC ROAD - - - - -

GRAPHIC SCALE
1"=30'(22x34)
1"=60'(11x17)



CITY FILE No. D-2463

APPLICANT

NETWORK TOWERS
NETWORK TOWERS, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
804-548-4078

ENGINEER

NB+C
TOTALLY COMMITTED.
NB+C ENGINEERING SERVICES, LLC.
120 EASTSHORE DRIVE, SUITE 300
GLEN ALLEN, VA 23059
804-548-4078

SITE INFORMATION

NETWORK TOWERS VA-T23.17
SITE NAME: HOLCOMB ROCK
#2500 ABERT ROAD
BEDFORD COUNTY, VA
OWNER: CITY OF LYNCHBURG

DESIGN RECORD

REV	DATE	DESCRIPTION	BY
3	12/9/23	REV PER CITY ATTY	RTW
2	10/13/23	REV PER CITY ATTY	RTW
1	9/5/23	REV LABELING	RTW
0	10/7/21	EASE EXHIBIT	RTW

DESIGN RECORD

TIM FALLON LAND SURVEYING, PLLC
15139 CARROLLTON BLVD, SUITE C
SUITE C, P.O. BOX 189
CARROLLTON, VIRGINIA, 23314

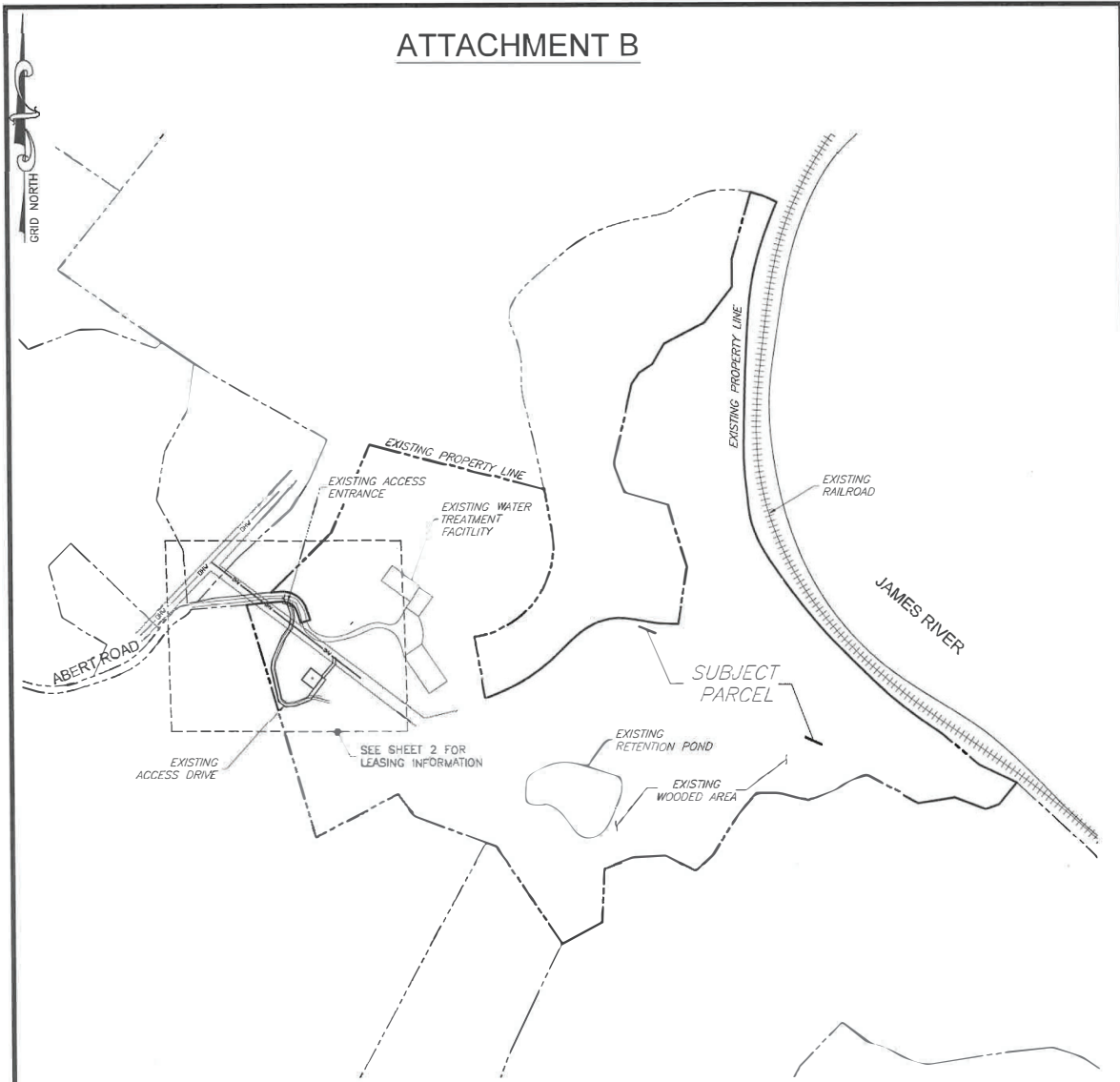
SHEET TITLE

LICENSE EXHIBIT

SHEET NUMBER

LE-1

ATTACHMENT B



PROPERTY PLAN

PROPERTY INFORMATION

OWNER: CITY OF LYNCHBURG
 OWNER ADDRESS: 2500 ABERT ROAD
 PARCEL ID: 30 1 2A
 ZONING: R-1 (LOW DENSITY RESIDENTIAL)
 ACREAGE: 112.9± ACRES

APPROVED

[Signature] 4/13/26
 CITY ENGINEER DATE

CITY FILE NO. B-2494



NB+C ENGINEERING SERVICES, LLC.
 128 EASTSHORE DRIVE, SUITE 500
 GLEN ALLEN, VA 22059

HOLCOMB ROCK
 VERIZON RAWLAND
 2500 ABERT ROAD
 LYNCHBURG, VA 24503
 BEDFORD COUNTY

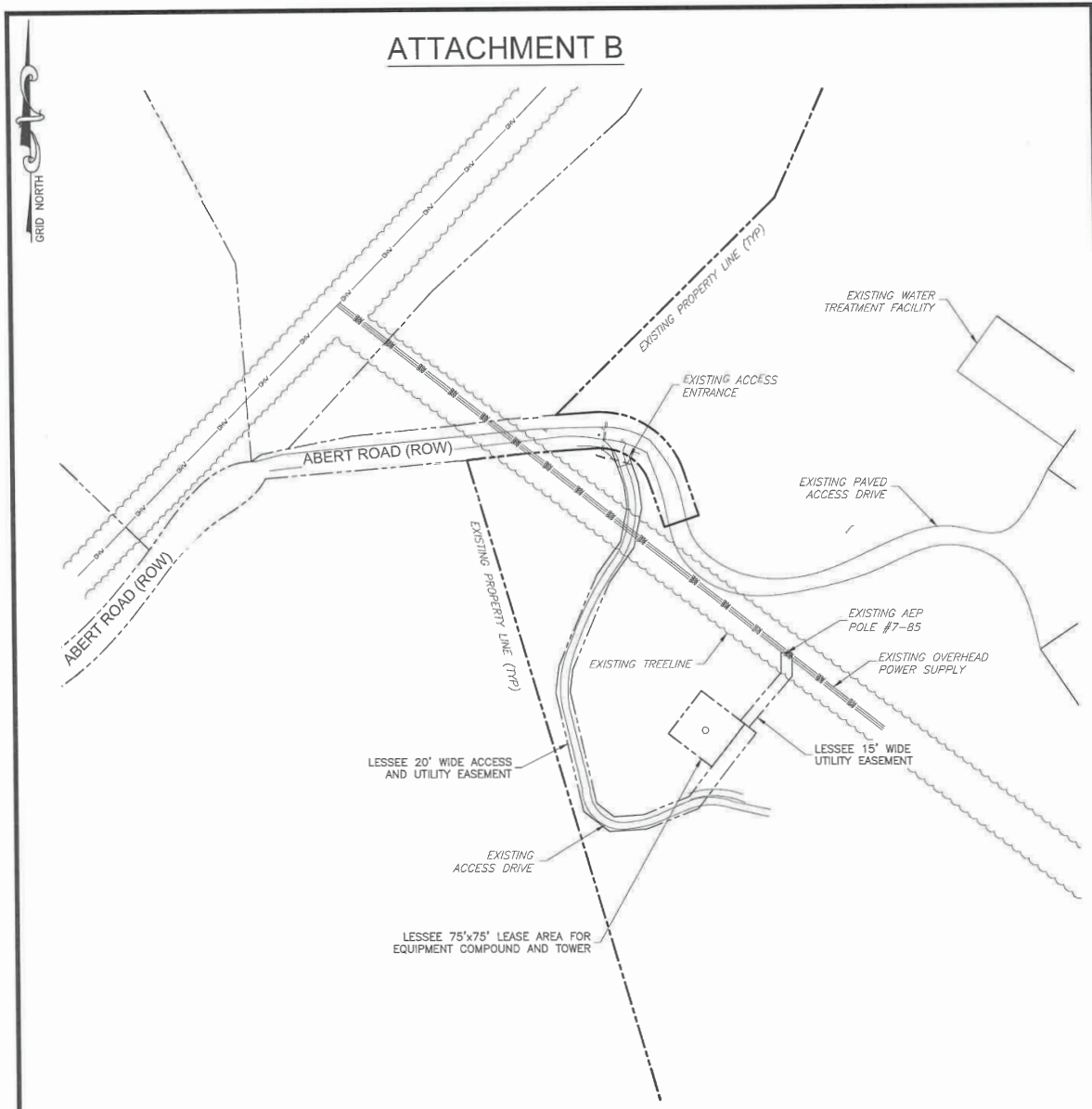
SITE INFORMATION

VISIT BY: JAD DATE: 11/19/2025

SHEET 1

03/23/2026
 BY: AT

ATTACHMENT B



LEASING PLAN

APPROVED

[Signature] 4/13/26
 CITY ENGINEER DATE

CITY FILE NO. B-2494



NB+C ENGINEERING SERVICES, LLC.
 128 EASTSHORE DRIVE, SUITE 500
 GLEN ALLEN, VA 23060

HOLCOMB ROCK
 VERIZON RAWLAND
 2500 ABERT ROAD
 LYNCHBURG, VA 24503
 BEDFORD COUNTY

SITE INFORMATION

VISIT BY: JAD DATE: 11/19/2025

SHEET 2

03/23/2026
 BY: AT



AGENDA ITEM SUMMARY

MEETING DATE

June 9, 2026

PRESENTED BY

Timothy Mitchell, Director of Water
Resources

AGENDA ITEM # II.3

1280 Enterprise Drive Vacation of Public Sanitary Sewer Easement

RECOMMENDATION

Proceed to a Public Hearing on June 23, 2026 for the purpose of considering the vacation of the the public sanitary sewer easement.

SUMMARY

The developer of the property has requested that the public sanitary sewer easement that crosses the property be vacated. Dedicated with the original 1999 subdivision plat in anticipation of the property being further subdivided, there was never a public sewer line constructed in the easement nor will there be based on the current development plans.

PRIOR ACTION(S)

None

FISCAL IMPACT

None

CONTACT(S)

Timothy Mitchell, Director of Water Resources

ATTACHMENT(S)

1. Proposed Ordinance - Vacation of Public SSE (1280 Enterprise Drive)
2. D-2571 Vacation of SS Esmt Exhibit 1280 Enterprise Dr
3. Deed of Dedication
4. Subdivision Plat

REVIEWED BY

Date: May 21, 2026

Alicia Finney-Andrews, Clerk of Council



Date: June 01, 2026

Timothy Mitchell, Director of Water Resources



Date: June 04, 2026

Gregory Patrick, Deputy City Manager

AN UNCODIFIED ORDINANCE TO VACATE AND DISCONTINUE A 15' PUBLIC SANITARY SEWER EASEMENT HELD BY THE CITY OF LYNCHBURG AND LOCATED ON 1280 ENTERPRISE DRIVE, LYNCHBURG, VIRGINIA 24502 (TAX PARCEL NO. 25010003)

WHEREAS, T.P.B. Enterprises, LLC, the present owner of 1280 Enterprise Drive, Lynchburg, Virginia 24502 (Tax Parcel No. 25010003), desires the Lynchburg City Council vacate and discontinue a public sanitary sewer easement located on 1280 Enterprise Drive, Lynchburg, Virginia 24502 (Tax Parcel No. 25010003) as shown on that certain Exhibit dated August 26, 2025, made by Balzer & Associates, and identified with City File No. D-2571 because it is not needed for any municipal purpose; and

WHEREAS, the City of Lynchburg ("City"), a municipal corporation of the Commonwealth of Virginia, through its Department of Water Resources, does not oppose the vacation and discontinuance of the said public sanitary sewer easement; and

WHEREAS, prior to the adoption of this Ordinance, a public hearing was held before the Lynchburg City Council on June 23, 2026 after notice was duly published in The News and Advance on June 4, 2026 and June 11, 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That, pursuant to Section 15.2-2700 of the Code of Virginia, 1950, as amended, the 15' public sanitary sewer easement held by the City, located on 1280 Enterprise Drive, Lynchburg, Virginia 24502 (Tax Map No. 25010003), as shown on that certain Exhibit dated August 26, 2025, made by Balzer & Associates, and identified with City File No. D-2571, is no longer needed by the City for any municipal purpose and is hereby forever vacated and discontinued. The said exhibit is incorporated herein by reference.

AND BEING the same 15' public sanitary sewer easement dedicated, conveyed, and acquired by the City by way of that certain (i) Deed of Dedication dated January 11, 1999 and found of record in the Clerk's Office of the Circuit Court for the City of Lynchburg, Virginia in Deed Book 1070 at Page 359 and (ii) approved subdivision plat dated January 11, 1999, entitled "PLAT SHOWING PROPOSED RIGHT OF WAY, PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC. CITY OF LYNCHBURG, & CAMPBELL COUNTY, VA.", made by Hurt & Proffitt, Inc., and found of record in the said Clerk's Office as PC6-028 / Deed Book 1070 at Page 359.

2. That, pursuant to Section 15.2-2700 of the Code of Virginia, 1950, as amended, an appeal of this action may be filed with the Lynchburg, Virginia Circuit Court within thirty (30) days of the adoption date of this Ordinance. However, if no appeal from the adoption of this Ordinance is timely filed or if the Ordinance is upheld upon an appeal, then the Clerk of Council of the City shall submit a certified copy of this Ordinance to the said Clerk's Office for recordation. Upon being submitted for recordation, this Ordinance shall be indexed under **City of Lynchburg, Virginia; T.P.B. Enterprises, LLC; and Tax Map No. 25010003.**

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

Adopted:

Certified: _____
Clerk of Council

By joining in this Ordinance through signature of its authorized representative, T.P.B. Enterprises, LLC, a Virginia limited liability company, agrees to the contents of this Ordinance.

T.P.B. Enterprises, LLC

By: _____

Printed Name: _____

Its: _____

Commonwealth of Virginia, }
City of Lynchburg, to-wit: }

The foregoing instrument was acknowledged before me by _____, the _____ of **T.P.B. Enterprises, LLC**, a Virginia limited liability company, on this the _____ day of _____, 2026, on behalf of the said company.

Notary Public

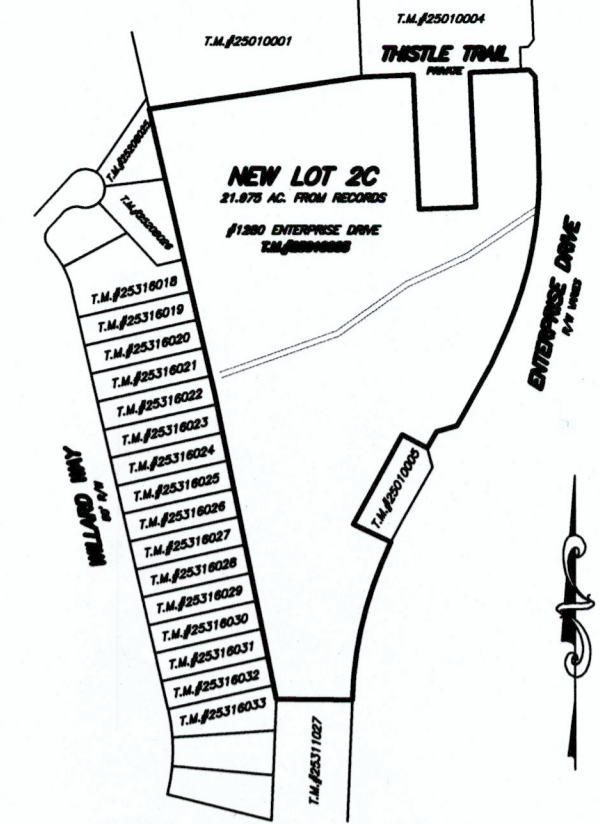
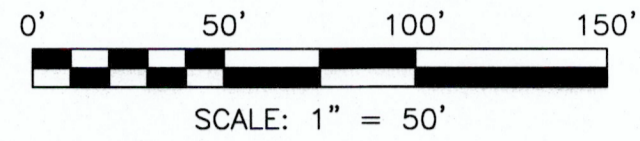
My Commission Expires: _____

Notary Registration No. _____

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHD BEARING	CHD LENGTH	DELTA
C1	999.67	455.17	S10°44'12"W	451.25	26°05'16"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°41'34"E	21.00'
L2	S42°18'49"E	23.99'
L3	S24°52'17"W	98.24'
L4	S74°24'10"W	55.68'
L5	S29°24'10"W	50.00'
L6	N61°36'40"W	74.22'

THE INTENT OF THIS EXHIBIT IS TO SHOW THE LOCATION OF A SANITARY SEWER EASEMENT TO BE VACATED AND IS NOT INTENDED TO REPRESENT A PHYSICAL IMPROVEMENT SURVEY. ALL IMPROVEMENTS OR MATTERS OF RECORD MAY NOT BE SHOWN.



VICINITY MAP
SCALE: 1" = 200'

LEGEND

- IRON PIN FOUND
- PLATTED CORNER

NEW LOT 2C
21.975 AC. FROM RECORDS
#1280 ENTERPRISE DRIVE

T.P.B. ENTERPRISES, LLC
T.M.#25010003
INST.#240004258

1300 ENTERPRISE DRIVE
SNF REAL ESTATE LLC
T.M.#25010004
INST.#240001309
#1300 ENTERPRISE DRIVE

APPROX. 30'
GAS EASEMENT
D.B. 1013, PG. 19

SANITARY SEWER LINE
APPROX. PER
INST.#010003217
@ 15' S.S.E.
D.B. 595, PG. 85

15' PUBLIC SANITARY SEWER EASEMENT
D.B. 1070, PG. 359
TO BE VACATED

10' GAS EASEMENT
INST.#040011406

CHRISTIAN CHURCH
IN VA
T.M.#25010005
INST.#050002479
#1290 ENTERPRISE
DRIVE

50' INGRESS/EGRESS
EASEMENT
INST.#050002479

15' PUBLIC UTILITY EASEMENT
D.B.1070, PG.359

15' SANITARY SEWER EASEMENT TO
BE VACATED AT THE RIGHT-OF-WAY
AND THE OLD SEWER CROSSING TO
BE EXCAVATED AND CAPPED AT THE
RIGHT-OF-WAY.

DRAINAGE EASEMENT
D.B. 1070, PG. 359

APPROX. 15' APCO R/W
INST.#030012925

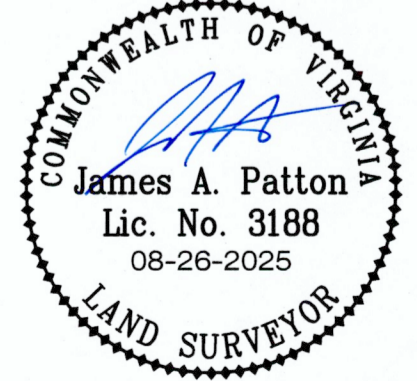
VACATION EXHIBIT ON THE PROPERTY OF
T.P.B. ENTERPRISES, LLC
1280 ENTERPRISE DRIVE
SHOWING 15' PUBLIC SANITARY SEWER EASEMENT,
AS SHOWN ON PLAT RECORDED IN DEED BOOK 1070, PAGE 359
CROSSING NEW LOT 2C
PLAT SHOWING PART AND PARCEL OF
LOTS 2A & 2C, THE SUMMIT
INSTRUMENT #210008666
CITY OF LYNCHBURG, VIRGINIA
DATED AUGUST 26, 2025
JOB #04240006.00
SCALE: 1" = 50'

- NOTES:
- OWNERS OF RECORD: T.P.B. ENTERPRISES, LLC
 - LEGAL REFERENCE: INSTRUMENT #240004258
 - TAX MAP NUMBER: 25010003
 - THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THERE MAY EXIST ENCUMBRANCES WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.

ENTERPRISE DRIVE
R/W VARIES

CITY FILE NO. D-2571

PLANNERS / ARCHITECTS / ENGINEERS / SURVEYORS
ROANOKE / RICHMOND / NEW RIVER VALLEY / SHENANDOAH VALLEY
1208 Corporate Circle / Roanoke, Virginia 24018 / Phone (540) 772-9580 / balzer.cc | westwoodps.com



DRAWN BY: SHW
CHECKED BY: JAP



1070 359
BOOK 1070 PAGE 359

769

P. C. 6
Sims 28, 29, 30, 31, 32,
33 & 34

THIS DEED OF DEDICATION, dated as of the 11th day of January, 1999, between J. E. JAMERSON & SONS, INC., a Virginia corporation, (the Grantors), and the CITY OF LYNCHBURG, VIRGINIA, a political subdivisions of the Commonwealth of Virginia, (the Grantees),

WITNESSETH:

That the Grantor, hereby dedicates and conveys to the Grantees in the proportion that the hereinafter described property and easements are located within the boundaries of each Grantee, as a public street, that certain real estate described as "Enterprise Drive (Variable Width Right of Way)", containing 17.467 acres, more or less, together with each easement designated as "Proposed Temporary Slope Easement", "Proposed Permanent Drainage Easement", "Sanitary Sewer Easement Hereby Dedicated to the City of Lynchburg", and "15' Public Utility Easement" on the attached plat entitled "Plat Showing Proposed Right of Way, Permanent Drainage Easements & Temporary Slope Easements on the Property of J. E. Jamerson & Sons, Inc., City of Lynchburg & Campbell County, VA", made by Hurt & Proffitt, Inc., dated January 11, 1999, a copy of which is attached to and recorded with the deed of dedication. There is also conveyed and dedicated to the City of Lynchburg and reserved by the Grantor the right and easement to drain water along the Proposed Permanent Drainage Easements shown on the attached plat into the retention pond shown on page 7 of the attached plat and the branch upstream from said pond in accordance with and subject to the provisions of an agreement dated as of January 11, 1999, among the Grantor, the City of Lynchburg and CCRC, Inc., which is attached hereto and made a part hereof.

The platting or dedication of the above described land and easements is with the free consent and in accordance with the desire of the undersigned owners, proprietors, and trustees, if any.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name and on its behalf by its duly authorized officer, pursuant to resolution duly adopted by its shareholders and directors.

J. E. Jamerson & Sons, Inc.

By 

Its Bedoulan Termon (Title)

Prepared by: Fralin, Feinman, Coates & Kinnier, P.C.
2104 Langhorne Road, Lynchburg, VA 24501

BOOK 1070 PAGE 360

STATE OF VIRGINIA
CITY/COUNTY OF Lynchburg to-wit:

The foregoing instrument was acknowledged before me this 27th day of January, 1999, by Phillip C. Jamerson Secretary as _____ (Title) of J. E. Jamerson & Sons, Inc., on behalf of the corporation.

My commission expires: 9-30-01

Virginia Caronier
Notary Public



The attached deed of dedication dated January 11, 1999, is accepted on behalf of the City of Lynchburg, Virginia, by authority granted by its City Council on January 26, 1999, pursuant to Code of Virginia §15.2-1803, this 27th day of January, 1999.

APPROVED AS TO FORM:

FOR THE CITY OF LYNCHBURG:

Walter C. Erwin
Walter C. Erwin, III
City Attorney

Charles F. Church
Charles F. Church
City Manager

docs\real\wyndhrst.ddn

Virginia: In the Clerk's Office of the Circuit Court of the City of Lynchburg The foregoing instrument was this day presented in the office aforesaid and is, together with the certificate of acknowledgement annexed, admitted to record this 27th day of January, 1999, at 4:15 o'clock P.M.

_____	Tax
_____	City Tax
<u>24.00</u>	TFTF
<u>104.00</u>	Fee
<u>128.00</u>	TOTAL

TESTE: John P. Adams Clerk

Entered and
Delivered to
the Office

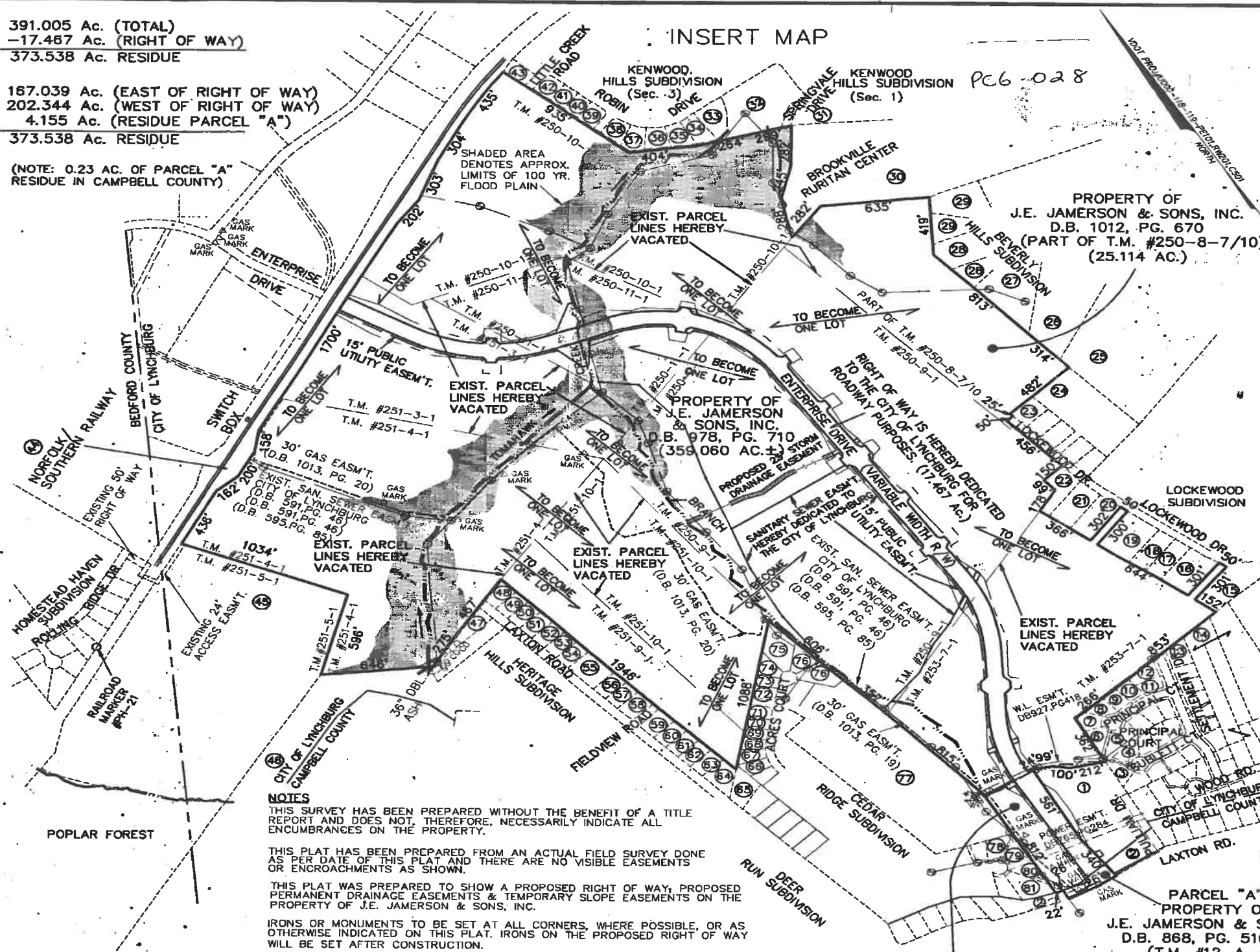
Tralin, Seensman & Kenner PC
3-11-99

391.005 Ac. (TOTAL)
-17.467 Ac. (RIGHT OF WAY)
373.538 Ac. RESIDUE

167.039 Ac. (EAST OF RIGHT OF WAY)
202.344 Ac. (WEST OF RIGHT OF WAY)
4.155 Ac. (RESIDUE PARCEL "A")
373.538 Ac. RESIDUE

(NOTE: 0.23 AC. OF PARCEL "A"
RESIDUE IN CAMPBELL COUNTY)

INSERT MAP

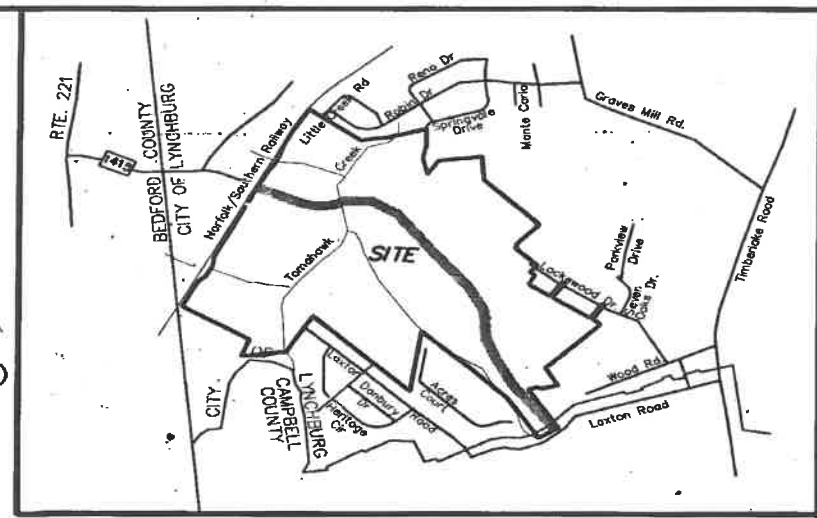


PROPERTY OF
J.E. JAMERSON & SONS, INC.
D.B. 1012, PG. 670
(PART OF T.M. #250-8-7/10)
(25.114 AC.)

PROPERTY OF
J.E. JAMERSON & SONS, INC.
D.B. 978, PG. 710
(359,060 AC. ±)

PARCEL "A"
PROPERTY OF
J.E. JAMERSON & SONS, INC.
D.B. 868, PG. 510 (C.C.)
(T.M. #12-A-46D)
(0.63 AC.) CAMPBELL COUNTY

PARCEL "A"
PROPERTY OF
J.E. JAMERSON & SONS, INC.
D.B. 978, PG. 718
P.C. 5, SLIDE 147
(T.M. #253-11-27)
(6.202 AC.) CITY OF LYNCHBURG



SITE LOCATION MAP

- LEGEND**
- (0.00/000+00) DENOTES TEMPORARY SLOPE EASEMENT
 - [0.00/000+00] DENOTES PERMANENT DRAINAGE EASEMENT
 - [0.00/000+00] DENOTES BOTH TEMP. SLOPE AND DRAIN. EASEMENT
 - IP5 DENOTES IRON PIN SET
 - IPF DENOTES IRON PIN FOUND
 - NATURAL GAS LINE
 - SANITARY SEWER LINE
 - CREEK

COMMONWEALTH OF VIRGINIA
STATE OF VIRGINIA
COUNTY OF Lynchburg
I, Mary P. Davis, A NOTARY PUBLIC IN
AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE
OWNERS/REPRESENTATIVES WHOSE NAMES ARE SIGNED HEREON HAVE
ACKNOWLEDGED THE SAME BEFORE ME THIS 15th DAY
OF January 1999, MY COMMISSION
EXPIRES Sept. 30, 2002

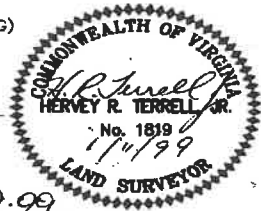
Mary P. Davis
NOTARY PUBLIC

TOTAL ACREAGE OF SUBDIVISION IS 391.005 AC.
(INCLUDES 17.467 AC. ROAD R/W)
WATER AND SEWER AVAILABLE FROM THE CITY OF LYNCHBURG.
EXISTING TELEPHONE AND ELECTRIC UTILITIES ARE UNDERGROUND.

SOURCE OF TITLE:
THE AREA SHOWN WAS ACQUIRED BY J.E. JAMERSON & SONS, INC.
BY THE FOLLOWING DEEDS.
DEED BOOK 868, PAGE 510 (C.C.)
DEED BOOK 978, PAGE 710-718 (LYNCHBURG)
DEED BOOK 1012, PAGE 670 (LYNCHBURG)

SUBDIVISION APPROVED:
[Signature] 1-21-99
CITY ENGINEER, LYNCHBURG, VIRGINIA

PARCEL "A"
PROPERTY OF
J.E. JAMERSON & SONS, INC. AGENT FOR THE BOARD OF SUPERVISORS
D.B. 868, PG. 510 (C.C.) CAMPBELL COUNTY, VIRGINIA
(T.M. #12-A-46D)
RECEIVED
JAN 21 1999



NOTES

THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT, THEREFORE, NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.

THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY DONE AS PER DATE OF THIS PLAT, AND THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS AS SHOWN.

THIS PLAT WAS PREPARED TO SHOW A PROPOSED RIGHT OF WAY, PROPOSED PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC.

IRONS OR MONUMENTS TO BE SET AT ALL CORNERS, WHERE POSSIBLE, OR AS OTHERWISE INDICATED ON THIS PLAT. IRONS ON THE PROPOSED RIGHT OF WAY WILL BE SET AFTER CONSTRUCTION.

THIS PROPERTY IS LOCATED IN ZONE "C" AND IS NOT LOCATED WITHIN FLOOD HAZARD ZONE "A" FOR A 100 YEAR FLOOD AS DETERMINED BY F.E.M.A. AND SHOWN ON THEIR MAP DATED SEPTEMBER 1, 1978 AND REVISED NOVEMBER 16, 1983 EXCEPT FOR PORTION NOTED AND DELINEATED BY SHADING.

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

[Signature] 1-15-99
OWNER DATE

Hurt & Proffitt, Inc.
ENGINEERING - SURVEYING - ENVIRONMENTAL - GEOTECHNICAL
MATERIALS TESTING - SITE ENGINEERING

2524 Langhorne Road
Lynchburg, Virginia 24501
(804) 847-7795 FAX (804) 847-0047



PLAT SHOWING PROPOSED RIGHT OF WAY,
PERMANENT DRAINAGE EASEMENTS &
TEMPORARY SLOPE EASEMENTS ON THE
PROPERTY OF J.E. JAMERSON & SONS, INC.
CITY OF LYNCHBURG, &
CAMPBELL COUNTY, VA.

G.L. # 263-04-D2.0 Date: 01/11/99
Dr. By: RWL Comm. #: 87843802 File #: SL-7930

EXISTING ADJACENT PROPERTY OWNERS

PC6-029

- 1 GRACE D. KIDD
WB 84, PG 203
TM 253-11-28
- 2 GRACE D. KIDD
WB 84, PG 203
P.B. 4, PG. 12
TM 12-A-46
- 3 WILLIAM G. AND KAREN E. SMITH
DB 881, PG 389
TM 253-15-24
- 4 VENDALE AND ROSEMARY DARBY
DB 806, PG 82
TM 253-15-23
- 5 FRANKIE AND ALEXIS WHITE
DB 805, PG 850
TM 253-15-16
- 6 JAMES AND SHERRANN ANDERSON, III
DB 803, PG 224
TM 253-15-15
- 7 TODD A. BURGESS
DB 877, PG 650
TM 253-15-14
- 8 FREDERICK W. LINDSAY
DB 994, PG 731
TM 253-15-13
- 9 FRANCES W. TRIBBLE
DB 798, PG 746
TM 253-15-12
- 10 GEORGE V. HAWKINS, III
DB 800, PG 666
TM 253-15-11
- 11 RONALD J. AND CAROL L. QUAINANCE
DB 801, PG 342
TM 253-15-10
- 12 KENNETH D. WITT AND TAMARA R. BURNETTE
DB 801, PG 480
TM 253-15-9
- 13 STEPHEN W. AND JOANNE JACKSON
DB 931, PG 451
TM 253-15-8
- 14 PRESTON E. AND LORETTA C. DAVIS
DB 717, PG 110
DB 360, PG 311
DB 620, PG 42
TM 253-12-3/5
TM 253-12-14
- 15 BERNICE B. TRENT
WB 77, PG 95
DB 870, PG 876
TM 253-8-10
- 16 GEORGIA A. SMITH
WB 67, PG 798
DB 305, PG 125
TM 253-6-8/9
- 17 LYLE C. AND SHIRLEY C. BABER
DB 374, PG 312 (C.C.)
PB 18, PG 12
TM 253-6-7
- 18 LOCKS FAMILY CEMETERY
TM 253-6-6
- 19 SAMUEL M. AND MARY J. GLASS
DB 304, PG 473
DB 475, PG 457
TM 253-6-4/5
- 20 LLOYD E. AND JESSIE F. COFFEY
DB 606, PG 130
TM 253-8-3
- 21 EARL L. AND IRENE H. COFFEY
DB 305, PG 277 (C.C.)
TM 253-6-2
- 22 EDWARD L. AND CHRISTINE BURNETTE
DB 1032, PG 372
TM 253-8-1
- 23 MICHAEL T. MAYO
DB 983, PG 352
TM 250-8-5
- 24 JANET E. FIELDER
DB 947, PG 105
TM 250-08-8
- 25 ROBERT J. AND YVETTE H. MILLER
DB 835, PG 479
TM 250-07-04
- 26 R. LLOYD AND SHIRLEY H. CAMPBELL
DB 645, PG 831
TM 250-05-18/20
- 27 ALFRED J. DUNCAN
GERALDINE R. DUNCAN
DB 715, PG 213
TM 250-05-16
- 28 DOROTHY A. MARTIN
DB 780, PG 503
TM 250-05-13
TM 250-05-15
- 29 MACKIE W. RICHARDSON
TM 250-05-10
TM 250-05-12
- 30 BROOKVILLE RURITAN COMMUNITY CENTER
DB 395, PG 442
TM 250-2-8
- 31 ELLEN M. AND BRUCE HABITZRUTHER
DB 848, PG 442
TM 250-2-22
- 32 JABR ASSOCIATION
DB 610, PG 56
TM 250-4-1
- 33 JACK D. & PEGGY C. KARPENSKE
TM 250-4-2
- 34 PAUL TAKERIAN
DB 991, PG 527
TM 250-4-3
- 35 KARLHEINZ D. & JOYCE E. SACHS
TM 250-4-4
- 36 WILLIAM A. & DIANE L. ROY
DB 893, PG 822
TM 250-4-5
- 37 LEWIS W. EDWARDS, JR.
DB 769, PG 406
TM 250-4-6
- 38 LARRY D. AND NANCY A. ANDERSON
DB 775, PG 550
TM 242-7-5
- 39 DONALD W. IRBY
DB 850, PG 386
TM 242-7-4
- 40 PAUL E. AND CYNTHIA K. LINN, III
DB 723, PG 659
TM 242-7-3
- 41 CAROLYN S. BROWN
DB 927, PG 787
TM 242-7-2
- 42 DOUGLAS AND RUTH A. TOLLEY
DB 950, PG 217
TM 242-7-1
- 43 JOHN W. AND SUSAN M. MITCHELL
DB 509 PG 594
TM 242-5-14
- 44 NORFOLK SOUTHERN RAILROAD
- 45 J.E. JAMERSON & SONS, INC.
DB 978, PG 710
TM 251-5-1
- 46 THE CORPORATION FOR JEFFERSON'S
POPLAR FOREST
DB 993 PG 226
TM 251-7-1
- 47 BARBARA MONTGOMERY
DB 901, PG 611
TM 251-08-1
- 48 LARRY AND ESTOL LEONARD
DB 987, PG 206
TM 251-8-18
- 49 DONALD AND PATRICIA JUSTICE
DB 884, PG 434
TM 251-8-17
- 50 JODI G. REA
DB 720, PG 253
TM 251-8-18
- 51 CARLYLE AND SHERLENE SHORTER
DB 852, PG 284
TM 251-8-15
- 52 KELTON W. GRIZZARD
DB 877, PG 3
TM 251-8-14
- 53 ROBERT AND NORMA TURNS
DB 637, PG 567
TM 251-8-13
- 54 WALTER AND PANSY KETZ
DB 858, PG 402
TM 251-8-12
- 55 EDWIN F. BALDWIN
DB 251-8-11
- 56 STANLEY AND KAREN WEBB
DB 881, PG 428
TM 252-1-1
- 57 PHILLIP AND BRENDA LAFRANCE
DB 982, PG 131
TM 252-1-2
- 58 ROBERT AND KIMBERLY DEFUPPO
DB 928, PG 115
TM 252-1-3
- 59 THOMAS AND CAROLYN PRINCE
TM 252-1-4
- 60 JOE AND PAMELA JOHNSON
DB 737, PG 334
TM 252-1-5
- 61 LEE AND LORI HARTMAN
TM 252-1-6
- 62 JAMES AND ANGELA MCKINNEY
DB 730, PG 23
TM 252-1-7
- 63 SANDRA' ELDER
DB 894, PG 380
TM 252-1-8
- 64 STEPHEN AND GAYLE DAVIS
DB 975, PG 270
TM 252-1-9
- 65 D.M. HARRINGTON
DB 791, PG 457
252-1-10
- 66 GARLAND B. WOOLRIDGE
DB 755, PG 325
TM 252-8-15
- 67 RALPH AND KELLY CARTER
DB 1003, PG 204
TM 252-8-16
- 68 RAYMOND E. BEATTY
DB 951, PG 712
TM 252-8-17
- 69 GEORGE AND SHELLEY SCOTT
DB 766, PG 834
TM 252-8-18
- 70 MATTHEW AND CHRIS WILLMINGTON
DB 768, PG 888
TM 252-8-19
- 71 THEODORE AND KIMMY LEADBETTER
DB 964, PG 779
TM 252-8-20
- 72 REGINA AND EDWARD MARTIN
DB 878, PG 707
TM 252-8-21

- 73 WILLIAM AND RHONDA WHITING
DB 777, PG 411
TM 252-8-22
- 74 DAVID AND WENDY PROCO
DB 782, PG 73
TM 252-8-23
- 75 RICHARD AND KAY WILSON
DB 919, PG 40
TM 252-8-24
- 76 C.C. AND B PROPERTIES
C/O HILL CITY REALTY
TM 252-8-25/26
- 77 C.C. AND B PROPERTIES
DB 801, PG 499
TM 253-11-36
- 78 MICHAEL AND JILL VAUGHAN
DB 955, PG 497
TM 253-14-5
- 79 WAYNE M AND PATRICIA WITAKER
DB 796, PG 543
TM 253-14-6
- 80 RICHARD AND JANICE ENDICOTT
DB 801, PG 429
TM 253-14-7
- 81 AMOS AND SHIRLEY MORRIS
DB 797, PG 793
TM 253-14-8

SUBMISSION APPROVED: 1-21-99

 CITY ENGINEER, LYNCHBURG, VIRGINIA
William W. Kost 1/21/99

 CLERK OF COUNCIL, LYNCHBURG, VIRGINIA
R. Youngblood 1-19-99

 AGENT FOR THE BOARD OF SUPERVISORS, CAMPBELL COUNTY, VA

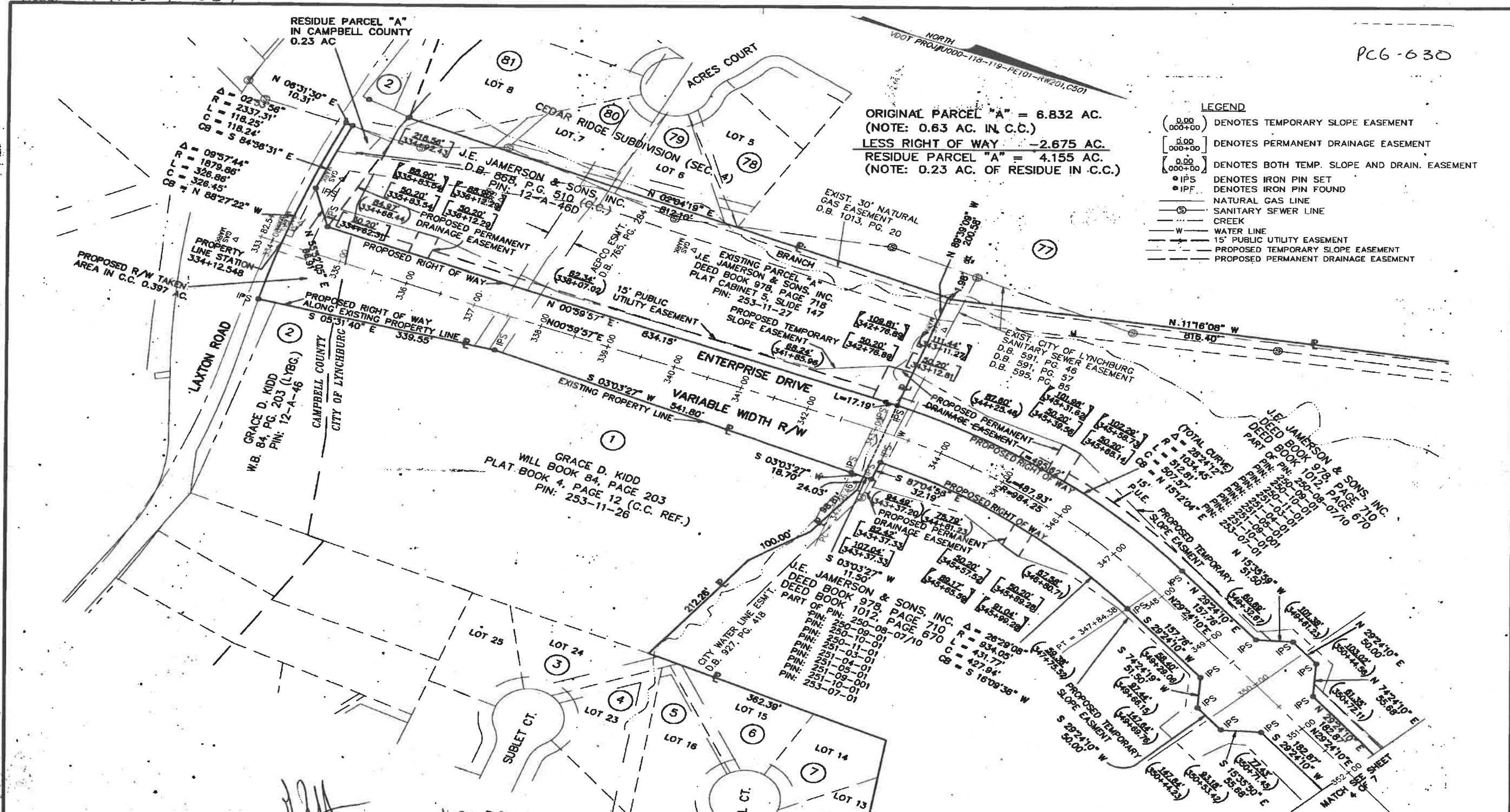


(PAGE 2 OF 7)

<p>Hurt & Proffitt, Inc. ENGINEERING • SURVEYING • ENVIRONMENTAL • GEOTECHNICAL MATERIALS TESTING • SITE ENGINEERING</p> <p>2524 Langhorne Road Lynchburg, Virginia 24501 (804) 847-7796 FAX (804) 847-0047</p>	PLAT SHOWING PROPOSED RIGHT OF WAY, PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC. CITY OF LYNCHBURG, & CAMPBELL COUNTY, VA.	
	G.L. #: 263-04-D2.0 Dr. By: rwl	Date: 01/11/99 Comm. #: 97843802 File #: SL-7930

ORIGINAL PARCEL "A" = 6.832 AC.
 (NOTE: 0.63 AC. IN C.C.)
 LESS RIGHT OF WAY = -2.675 AC.
 RESIDUE PARCEL "A" = 4.155 AC.
 (NOTE: 0.23 AC. OF RESIDUE IN C.C.)

- LEGEND**
- (0.00 / 000+00) DENOTES TEMPORARY SLOPE EASEMENT
 - [0.00 / 000+00] DENOTES PERMANENT DRAINAGE EASEMENT
 - [0.00 / 000+00] DENOTES BOTH TEMP. SLOPE AND DRAIN. EASEMENT
 - IPF DENOTES IRON PIN SET
 - IPF DENOTES IRON PIN FOUND
 - NATURAL GAS LINE
 - SANITARY SEWER LINE
 - CREEK
 - WATER LINE
 - 15' PUBLIC UTILITY EASEMENT
 - PROPOSED TEMPORARY SLOPE EASEMENT
 - PROPOSED PERMANENT DRAINAGE EASEMENT



[Signature] 1-21-99
 CITY ENGINEER, LYNCHBURG, VIRGINIA
[Signature] 1/27/99
 CLERK OF COUNCIL, LYNCHBURG, VIRGINIA
[Signature] 1-19-99
 AGENT FOR THE BOARD OF SUPERVISORS, CAMPBELL COUNTY, VA



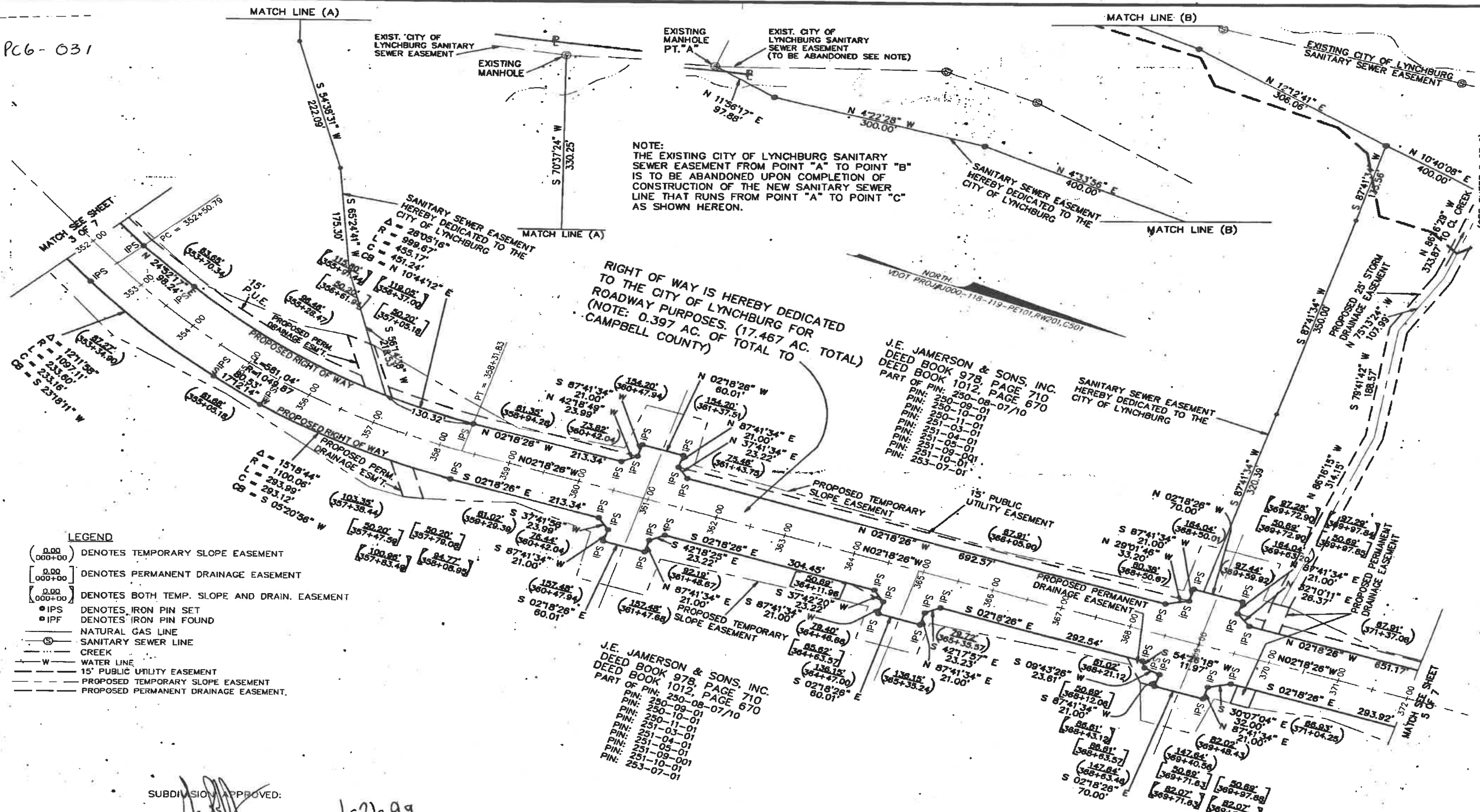
Hurt & Proffitt, Inc.
 ENGINEERING • SURVEYING • ENVIRONMENTAL • GEOTECHNICAL
 MATERIALS TESTING • SITE ENGINEERING

2524 Langhorne Road
 Lynchburg, Virginia 24501
 (804) 847-7796 FAX (804) 847-0047

100' 50' 0' 100' 200'
 GRAPHIC SCALE IN FEET

PLAT SHOWING PROPOSED RIGHT OF WAY, PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC. CITY OF LYNCHBURG, & CAMPBELL COUNTY, VA.	
G.L. # 263-04-D2.0	Date: 01/11/99
Dr. By: rwl	Comm. #: 97843802 File #: SL-7930

PC6-031



NOTE:
 THE EXISTING CITY OF LYNCHBURG SANITARY SEWER EASEMENT FROM POINT "A" TO POINT "B" IS TO BE ABANDONED UPON COMPLETION OF CONSTRUCTION OF THE NEW SANITARY SEWER LINE THAT RUNS FROM POINT "A" TO POINT "C" AS SHOWN HEREON.

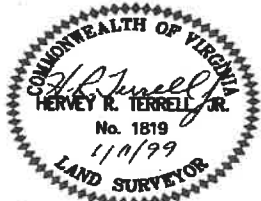
RIGHT OF WAY IS HEREBY DEDICATED TO THE CITY OF LYNCHBURG FOR ROADWAY PURPOSES. (17.467 AC. TOTAL)
 (NOTE: 0.397 AC. OF TOTAL TO CAMPBELL COUNTY)

J.E. JAMERSON & SONS, INC.
 DEED BOOK 978, PAGE 710
 DEED BOOK 1012, PAGE 670
 PART OF PIN: 250-08-07/10
 PIN: 250-09-01
 PIN: 250-10-01
 PIN: 251-03-01
 PIN: 251-04-01
 PIN: 251-05-01
 PIN: 251-09-001
 PIN: 251-10-01
 PIN: 253-07-01

SANITARY SEWER EASEMENT HEREBY DEDICATED TO THE CITY OF LYNCHBURG

- LEGEND**
- (0.00 / 000+00) DENOTES TEMPORARY SLOPE EASEMENT
 - [0.00 / 000+00] DENOTES PERMANENT DRAINAGE EASEMENT
 - [0.00 / 000+00] DENOTES BOTH TEMP. SLOPE AND DRAIN. EASEMENT
 - IPS DENOTES IRON PIN SET
 - IPF DENOTES IRON PIN FOUND
 - NATURAL GAS LINE
 - SANITARY SEWER LINE
 - CREEK
 - WATER LINE
 - 15' PUBLIC UTILITY EASEMENT
 - - - PROPOSED TEMPORARY SLOPE EASEMENT
 - - - PROPOSED PERMANENT DRAINAGE EASEMENT

SUBDIVISION APPROVED: *[Signature]* 1-21-99
 CITY ENGINEER, LYNCHBURG, VIRGINIA
 CLERK OF COUNCIL, LYNCHBURG, VIRGINIA
 AGENT FOR THE BOARD OF SUPERVISORS, CAMPBELL COUNTY, VA



Hurt & Proffitt, Inc.
 ENGINEERING • SURVEYING • ENVIRONMENTAL • GEOTECHNICAL
 MATERIALS TESTING • SITE ENGINEERING

2524 Langhorne Road
 Lynchburg, Virginia 24501
 (804) 847-7796 FAX (804) 847-0047

100 50 0 100 200
 GRAPHIC SCALE IN FEET

PLAT SHOWING PROPOSED RIGHT OF WAY, PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC. CITY OF LYNCHBURG, & CAMPBELL COUNTY, VA.

G.L. #: 263-04-D2.0 Date: 01/11/99
 Dr. By: rwl Comm. #: 97843802 File #: SL-7930

(SEE SHEET 5 OF 6)

(PAGE 4 OF 7)

PC6-032

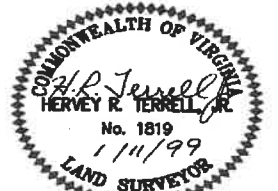
NOTE: THE EXISTING CITY OF LYNCHBURG SANITARY SEWER EASEMENT FROM POINT "A" TO POINT "B" IS TO BE ABANDONED UPON COMPLETION OF CONSTRUCTION OF THE NEW SANITARY SEWER LINE THAT RUNS FROM POINT "A" TO POINT "C" AS SHOWN HEREON.

J.E. JAMERSON & SONS, INC. DEED BOOK 978, PAGE 710 DEED BOOK 1012, PAGE 670 PART OF PIN: 250-08-07/10 PIN: 250-09-01 PIN: 250-10-01 PIN: 250-11-01 PIN: 251-03-01 PIN: 251-04-01 PIN: 251-05-01 PIN: 251-09-001 PIN: 251-10-01 PIN: 253-07-01

J.E. JAMERSON & SONS, INC. DEED BOOK 978, PAGE 710 DEED BOOK 1012, PAGE 670 PART OF PIN: 250-08-07/10 PIN: 250-09-01 PIN: 250-10-01 PIN: 250-11-01 PIN: 251-03-01 PIN: 251-04-01 PIN: 251-05-01 PIN: 251-09-001 PIN: 251-10-01 PIN: 253-07-01

- LEGEND: 0.00 000+00 DENOTES TEMPORARY SLOPE EASEMENT 0.00 000+00 DENOTES PERMANENT DRAINAGE EASEMENT 0.00 000+00 DENOTES BOTH TEMP. SLOPE AND DRAIN. EASEMENT IPS DENOTES IRON PIN SET IPF DENOTES IRON PIN FOUND NATURAL GAS LINE SANITARY SEWER LINE CREEK WATER LINE 15' PUBLIC UTILITY EASEMENT PROPOSED TEMPORARY SLOPE EASEMENT PROPOSED PERMANENT DRAINAGE EASEMENT

SUBDIVISION APPROVED: 1-21-99 CITY ENGINEER, LYNCHBURG, VIRGINIA Clerk of Council, LYNCHBURG, VIRGINIA AGENT FOR THE BOARD OF SUPERVISORS, CAMPBELL COUNTY, VA

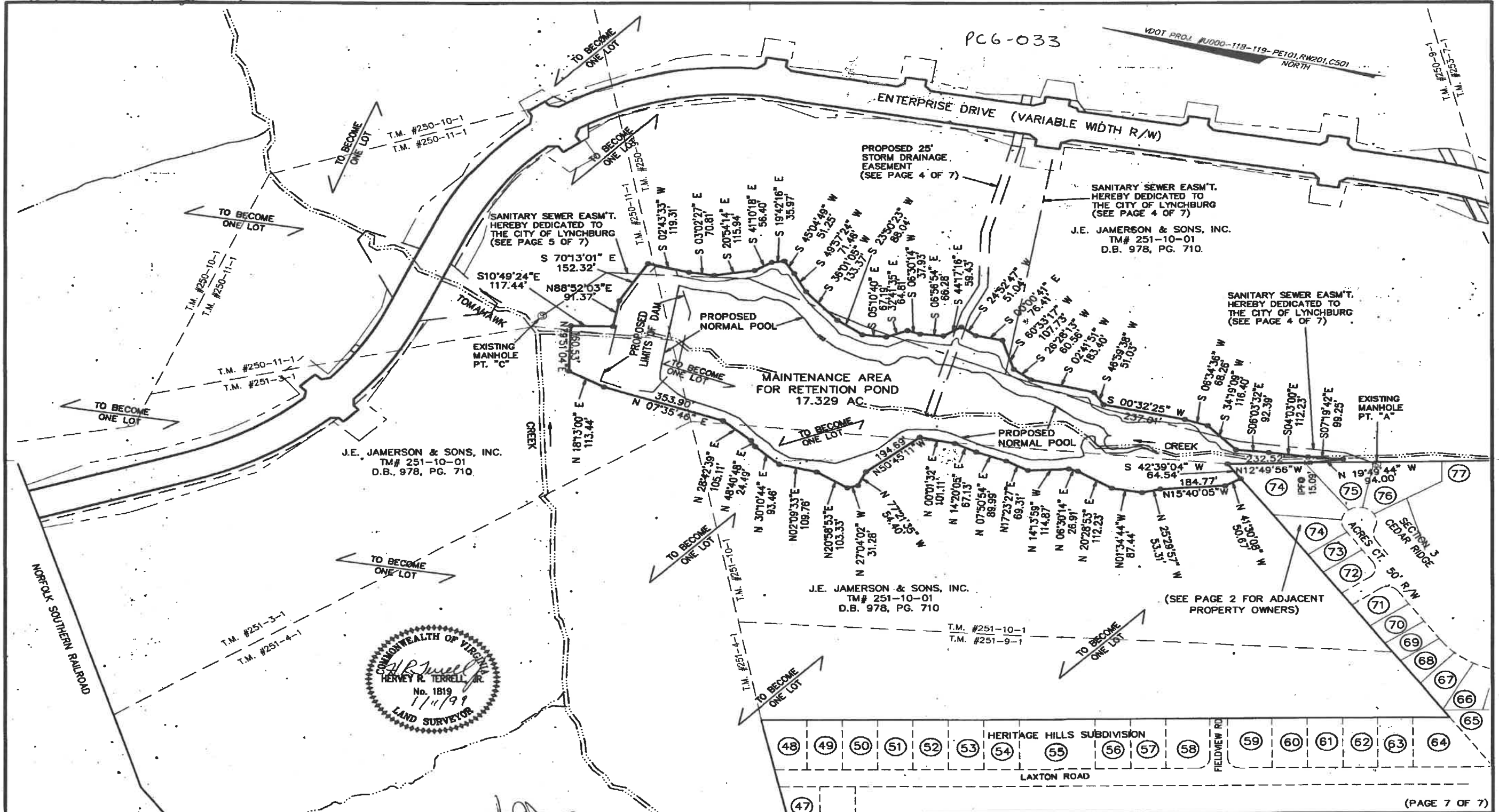


Hurt & Proffitt, Inc. ENGINEERING - SURVEYING - ENVIRONMENTAL - GEOTECHNICAL MATERIALS TESTING - SITE ENGINEERING 2524 Langhorne Road Lynchburg, Virginia 24501 (804) 847-7796 FAX (804) 847-0047

PLAT SHOWING PROPOSED RIGHT OF WAY, PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC. CITY OF LYNCHBURG, & CAMPBELL COUNTY, VA.



G.L. #: 263-04-D2.0 Date: 01/11/99 Dr. By: rwl Comm. #: 97843802 File #: SL-7930



THE MAINTENANCE AREA FOR RETENTION POND AS SHOWN HEREON DEFINES THE AREA SUBJECT TO CONDITIONS SET FORTH IN THE RETENTION POND AGREEMENT TO BE RECORDED WITH THIS PLAT.

SUBDIVISION APPROVED:
 [Signature] 1-21-99
 CITY ENGINEER, LYNCHBURG, VIRGINIA
 [Signature] 1/22/99
 CLERK OF COUNCIL, LYNCHBURG, VIRGINIA
 [Signature] 1-19-99
 AGENT FOR THE BOARD OF SUPERVISORS, CAMPBELL COUNTY, VIRGINIA

Hurt & Proffitt, Inc.
 ENGINEERING • SURVEYING • ENVIRONMENTAL • GEOTECHNICAL
 MATERIALS TESTING • SITE ENGINEERING
 2524 Langhorne Road
 Lynchburg, Virginia 24501
 (804) 847-7796 FAX (804) 847-0047

200 100 0 200 400
 GRAPHIC SCALE IN FEET

PLAT SHOWING RIGHT OF WAY, PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC. CITY OF LYNCHBURG, & CAMPBELL COUNTY, VA

G.L. # 263-04-D2.0 Date: 01/11/99
 Dr. By: RWL Comm. #: 97843802 File #: SL-7930



J.E. JAMERSON & SONS, INC.
 DEED BOOK 978, PAGE 710
 DEED BOOK 1012, PAGE 670
 PART OF PIN: 250-08-07/10
 PIN: 250-09-01
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 PIN: 251-03-01
 PIN: 251-04-01
 PIN: 251-05-01
 PIN: 251-09-001
 PIN: 251-10-01
 PIN: 253-07-01

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 $R = 1034.45'$
 $L = 452.17'$
 $C = 448.58'$
 $CB = N 41^{\circ}43'52'' W$

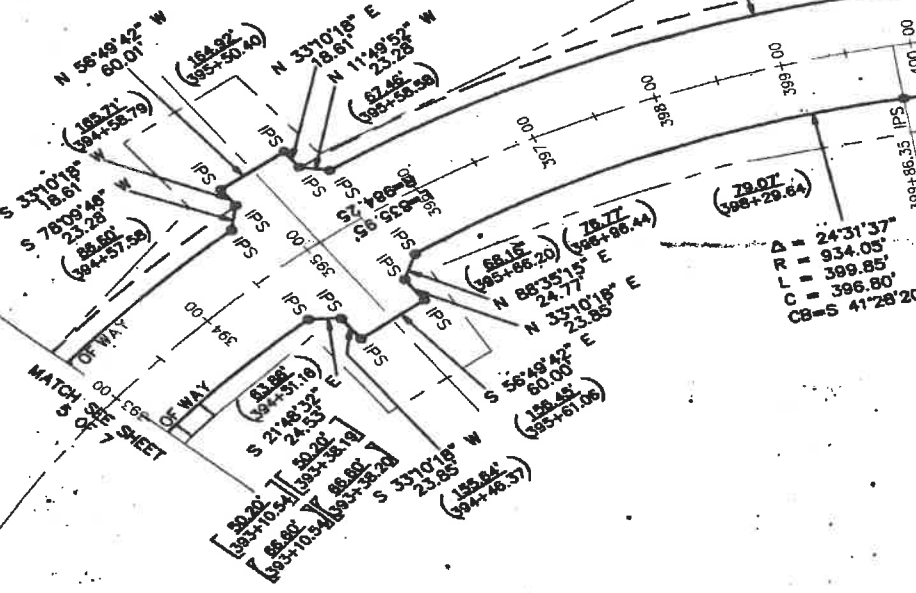
15' PUBLIC UTILITY EASEMENT

NORFOLK/SOUTHERN RAILROAD

EXISTING ENTERPRISE DRIVE

J.E. JAMERSON & SONS, INC.
 DEED BOOK 978, PAGE 710
 DEED BOOK 1012, PAGE 670
 PART OF PIN: 250-08-07/10
 PIN: 250-09-01
 PIN: 250-10-01
 PIN: 250-11-01
 PIN: 251-03-01
 PIN: 251-04-01
 PIN: 251-05-01
 PIN: 251-09-001
 PIN: 251-10-01
 PIN: 253-07-01

$\Delta = 24^{\circ}31'37''$
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 $L = 399.85'$
 $C = 396.80'$
 $CB = S 41^{\circ}28'20'' E$



LEGEND

- $\left[\begin{smallmatrix} 0.00 \\ 000+00 \end{smallmatrix} \right]$ DENOTES TEMPORARY SLOPE EASEMENT
- $\left[\begin{smallmatrix} 0.00 \\ 000+00 \end{smallmatrix} \right]$ DENOTES PERMANENT DRAINAGE EASEMENT
- $\left[\begin{smallmatrix} 0.00 \\ 000+00 \end{smallmatrix} \right]$ DENOTES BOTH TEMP. SLOPE AND DRAIN. EASEMENT
- IPS DENOTES IRON PIN SET
- IPF DENOTES IRON PIN FOUND
- NATURAL GAS LINE
- SANITARY SEWER LINE
- CREEK
- WATER LINE
- 15' PUBLIC UTILITY EASEMENT
- PROPOSED TEMPORARY SLOPE EASEMENT
- PROPOSED PERMANENT DRAINAGE EASEMENT

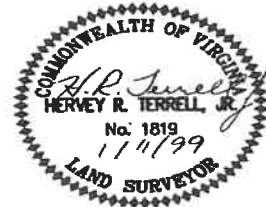
SUBMISSION APPROVED:

CITY ENGINEER, LYNCHBURG, VIRGINIA

William W. Rat 1/27/99
CLERK OF COUNCIL, LYNCHBURG, VIRGINIA

AGENT FOR THE BOARD OF SUPERVISORS, CAMPBELL COUNTY, VA

(PAGE 6 OF 7)



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 MATERIALS TESTING • SITE ENGINEERING

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 Lynchburg, Virginia 24501
 (804) 847-7796 FAX (804) 847-0047

100 50 0 100 200
 GRAPHIC SCALE IN FEET

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 PROPERTY OF J.E. JAMERSON & SONS, INC.
 CITY OF LYNCHBURG, &
 CAMPBELL COUNTY, VA.

G.L. #: 263-04-D2.0 Date: 01/11/99
 Dr. By: rwl Comm. #: 97843802 File #: SL-7930

AGENDA ITEM SUMMARY

MEETING DATE

June 9, 2026

PRESENTED BY

Kent White, Assistant City Manager,
Matthew Freedman, City Attorney

AGENDA ITEM # II.4

Ratifying the Sale of 805 Court Street

RECOMMENDATION

Recommend Adopting the Ordinance to Ratify the Sale of 805 Court Street.

SUMMARY

Under the Virginia Constitution Article VII, Sec. 9 and Sec. 15.2-2100(A) of the Virginia Code, a three-fourths majority vote is required to approve a municipality's sale of property that is a "public place." On May 12, 2026, the Lynchburg City Council, by a 7-0 (Yes-No Vote), approved the introduction of Ordinance #O-26-041. On May 26, 2026, the adoption of the same Ordinance was part of the Consent Agenda, and the Consent Agenda was adopted by a simple majority vote (4-3 Yes-No Vote). While it is possible that 805 Court Street may not be a "public place" and is not subject to the three-fourths majority vote requirement, there are two VA Attorney General's Opinions from 2001 and a 1974 Virginia Supreme Court case that could be cited to argue otherwise.

Based on the foregoing, in order to ensure the sale is not subject to later challenge and does not create a title defect for future buyers, City staff recommends City Council ratify the previous adoption of the Ordinance.

PRIOR ACTION(S)

May 26, 2026 - Consent Agenda
May 12, 2026 - Council Meeting

FISCAL IMPACT

N/A

CONTACT(S)

Marjette Upshur, Director of Economic Development & Tourism
Matthew Freedman, City Attorney

ATTACHMENT(S)

1. Proposed Ordinance - Ratification of Sale of 805 Court Street

REVIEWED BY



Kent White, Assistant City Manager

Date: June 04, 2026



Alicia Finney-Andrews, Clerk of Council

Date: June 04, 2026

ORDINANCE:

#O-26-__

AN ORDINANCE TO RATIFY THE SALE AND DISPOSAL OF CITY-OWNED REAL ESTATE, COMMONLY KNOWN AS 805 COURT STREET, INCLUDING ANY, IF ANY, IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, BEING LOCATED IN THE CITY OF LYNCHBURG, VIRGINIA

WHEREAS, on May 12, 2026, the Lynchburg City Council, by a 7-0 (Yes-No Vote), approved the introduction of Ordinance #O-26-041 to authorize the sale and disposal of 805 Court Street to 805 COURT, LLC, a Virginia limited liability company, as well as its successors and permitted assigns, for \$100,000; and

WHEREAS, on May 26, 2026, the Lynchburg City Council, by a 4-3 (Yes-No Vote), as part of the Consent Agenda of its regular meeting, approved the adoption of Ordinance #O-26-041 to authorize the sale and disposal of 805 Court Street to 805 COURT, LLC, a Virginia limited liability company, as well as its successors and permitted assigns, for \$100,000; and

WHEREAS, pursuant to Virginia Constitution Article VII, Sec. 9 and Sec. 15.2-2100(A) of the Virginia Code, the sale of a “public place” owned by a municipality must be approved by a three-fourths (3/4) majority vote of the governing body; and

WHEREAS, 805 Court Street may fall under the meaning of “public place” under the aforesaid authority and as interpreted by past opinions of the Virginia Supreme Court and the Virginia Attorney General; and

WHEREAS, the Council now wishes to clearly ratify the adoption of #O-26-041 in a manner that complies with Virginia Constitution Article VII, Sec. 9 and Sec. 15.2-2100(A) of the Virginia Code to avoid any future title defect concerning the authority of the City to sell the aforesaid property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That Ordinance #O-26-041, previously introduced to this Council on May 12, 2026, and previously adopted by a simple majority vote of this Council on May 26, 2026 is hereby re-approved and ratified by at least three-fourths of the membership of this Council, and the following described real estate, including any, if any, improvements thereon and appurtenances thereunto belonging, may be sold and disposed of by the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, to 805 COURT, LLC, a Virginia limited liability company, as well as its successors and permitted assigns, for \$100,000:

*805 Court Street
Lynchburg, Virginia 24504
Tax Map No. 02445003*

For a more detailed description of 805 Court Street, please see that certain deed, dated December 29, 1995, of record in the Clerk’s Office of the Circuit Court for the City of Lynchburg, Virginia in Deed Book 945 at Page 528.

2. That the City Manager is hereby authorized to take any and all actions necessary to effectuate the sale and disposal of the previously described real estate.
3. That any and all documents which may have been signed before the adoption of this Ordinance, which are connected to the substance of this Ordinance, are hereby ratified.
4. That this Ordinance shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

AGENDA ITEM SUMMARY

MEETING DATE

June 9, 2026

PRESENTED BY

Gaynelle Hart, Director of Public Works,
William Martin, Community Development
Director, Timothy Mitchell, Director of Water
Resources, Wyatt Woody, Director of Parks
and Recreation, Kent White, Assistant City
Manager

AGENDA ITEM # III.5

Corridors

RECOMMENDATION

Overview of City transportation corridors and how they develop.

SUMMARY

Corridors, while generally associated with the transportation network, develop through a number of influences. Staff will provide an overview of the planning and investment associated with our City's corridors and how this coordination provides a significant return on investment in terms of economic impact and community connectivity.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Gaynelle Hart, Director of Public Works
Kent White, Assistant City Manager

ATTACHMENT(S)

1. Presentation

REVIEWED BY



Date: June 04, 2026

Kent White, Assistant City Manager



Date: June 04, 2026

Alicia Finney-Andrews, Clerk of Council

CORRIDORS

Physical Development Committee

June 9, 2026



CORRIDORS

- Generally associated with transportation network
- Designed to fit purpose

Spine Network – The highest scoring, most critical corridors that form the core of the multimodal system. These corridors would be best served by having dedicated bicycle AND pedestrian improvements.

Secondary Connectors – Frequently requested routes or links to key destinations like trails, schools, and other high-demand areas. These corridors would be best served by having bicycle OR pedestrian improvements.

Neighborhood Fill-Ins – Tertiary connections that close local gaps and improve internal network continuity. These are expected to be sidewalk/pedestrian focused improvements.

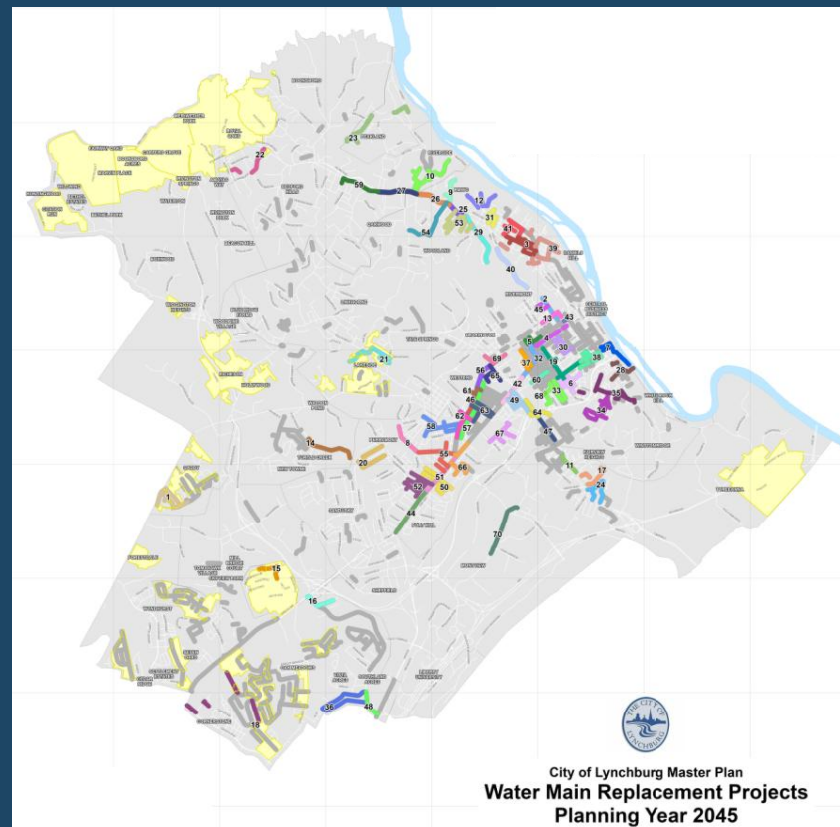
- Multiple Users

Variables that Influence Corridors

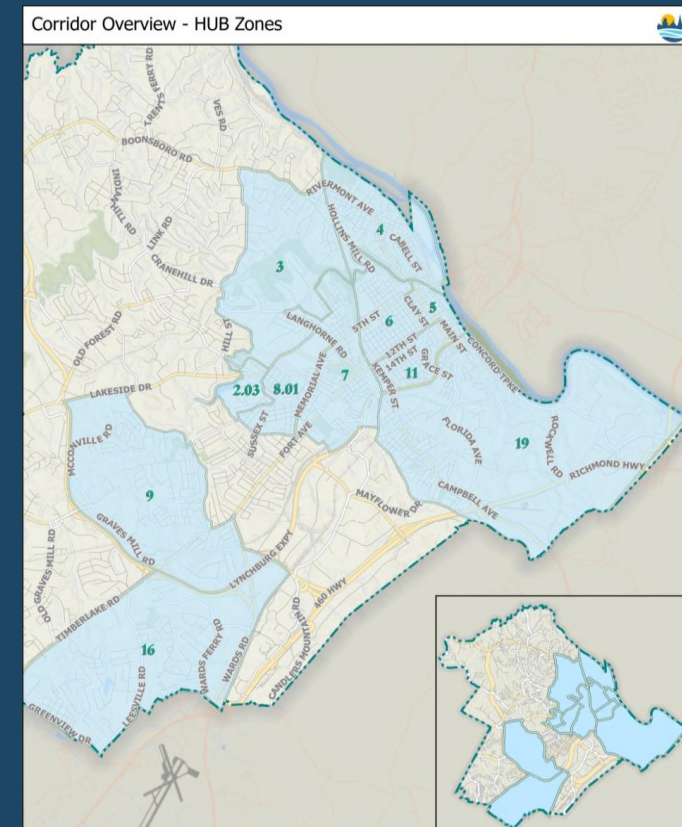
Requirements



Investments



Incentives



TRANSPORTATION

Design Considerations

- **Safety** – studies for vehicle/pedestrian improvements, speed studies
- **Congestion** – signal improvements/replacements, spot intersection improvements
- **Maintenance** – signal replacement, paving, pavement marking and drainage
- **Economic Development** – projects in support of development and redevelopment
- **Accessibility** – sidewalk repairs, sidewalk additions



TRANSPORTATION

Leveraging Resources

- Revenue Share
- SMARTSCALE
- Transportation Alternatives Program (TAP)
- Highway Safety Improvement Program
- State of Good Repair



TRANSPORTATION

Breezewood Drive/Expressway Corridor



Fifth Street Corridor





Projects & Sub-Projects
34

Required Funding
\$142,944,056

Values based on user selections and filters.

Filters

Year

Deselect all | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031

Ward

Select all | Ward I | Ward II | Ward III | Ward IV | On Boundary | City Wide | Outside City

Fund

Select all | **City** | Schools | Airport | Sewer | Stormwater | Water

Project List Clear Selection

Select a Single Project to View Details

- Senior Center
- Senior Center
- Timberlake Rd Bridge Over 501 - Eastbound Timberlake Road Bridge, East Bound Lanes
- Timberlake Rd Bridge Over 501 - Westbound Timberlake Road Bridge, West Bound Lanes
- Timberlake Rd Timberlake Road Improvements
- Enterprise Dr Traffic Signal at Enterprise and Dunraig
- City Wide Traffic Signal Repair and Replacement
- Vassar St Vassar Street at Langhorne Road Intersection Improvements
- Wards Ferry Rd Wards Ferry Road/Atlanta Avenue Turn Lanes
- Wards Ferry Rd Wards Ferry Road/Simons Run Pedestrian Accommodations
- Wiggington Rd Wiggington Road Intersection Improvements

Project Map Funding Schedule Clear Selection

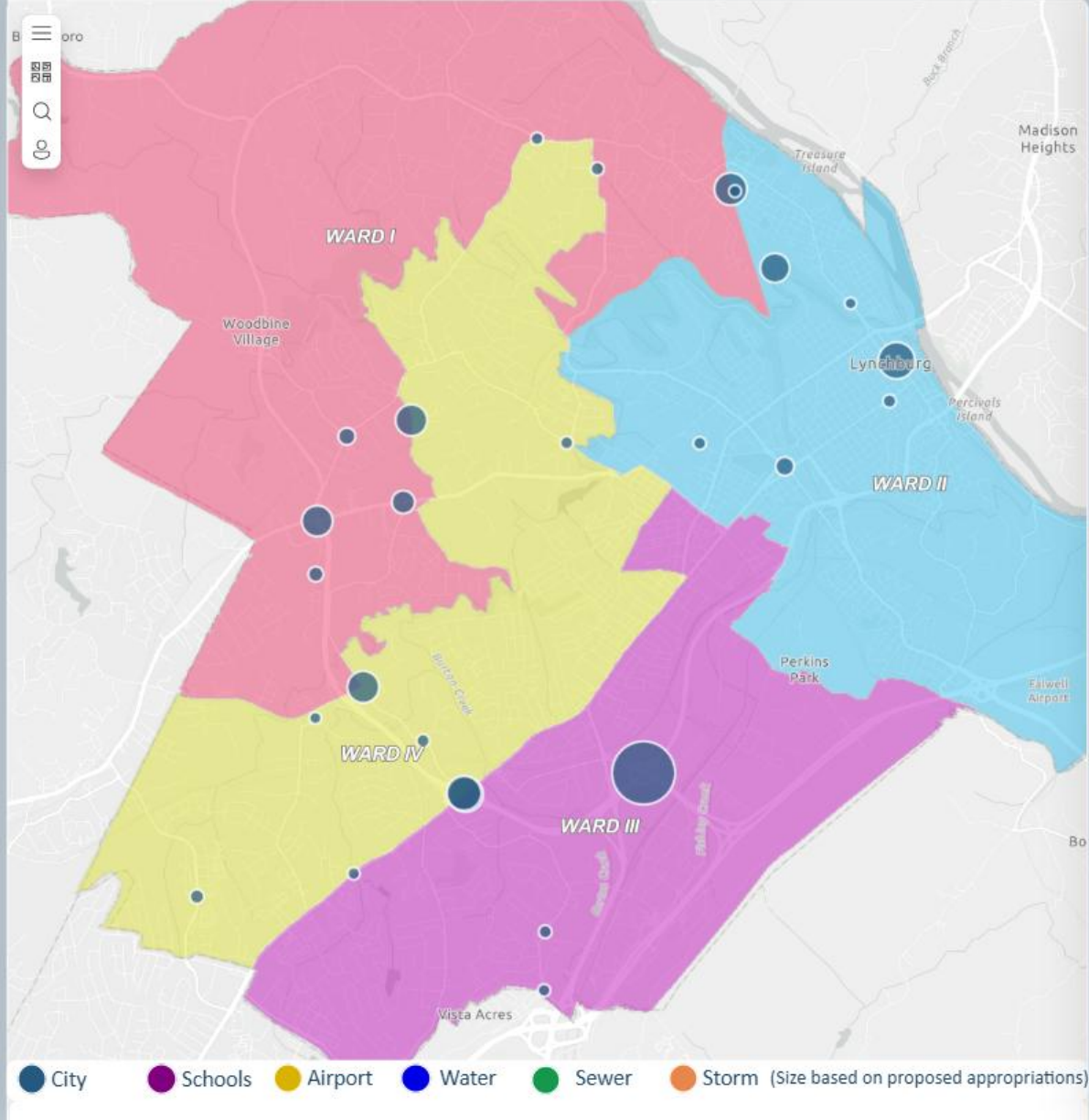
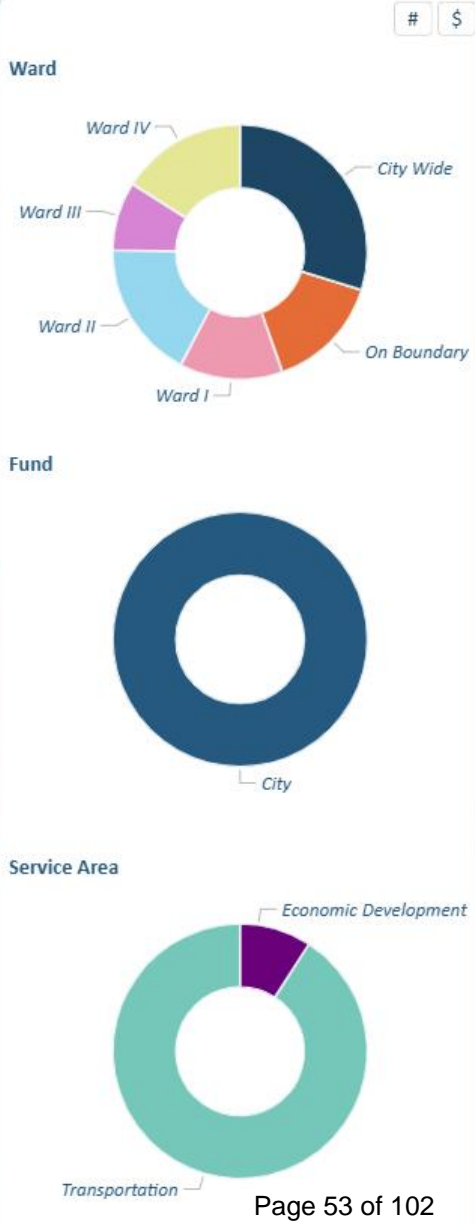


Chart Table Clear Selection



TRANSPORTATION

Planned Projects Beyond FY 2031

- Graves Mill Road Corridor
- Lynchburg Expressway
- Timberlake Road Corridor
- Wards Ferry Road Corridor
- Wards Road Corridor



CORRIDOR STUDIES

Transportation/Corridor studies are conducted by:

- City
- CVPDC
- VDOT

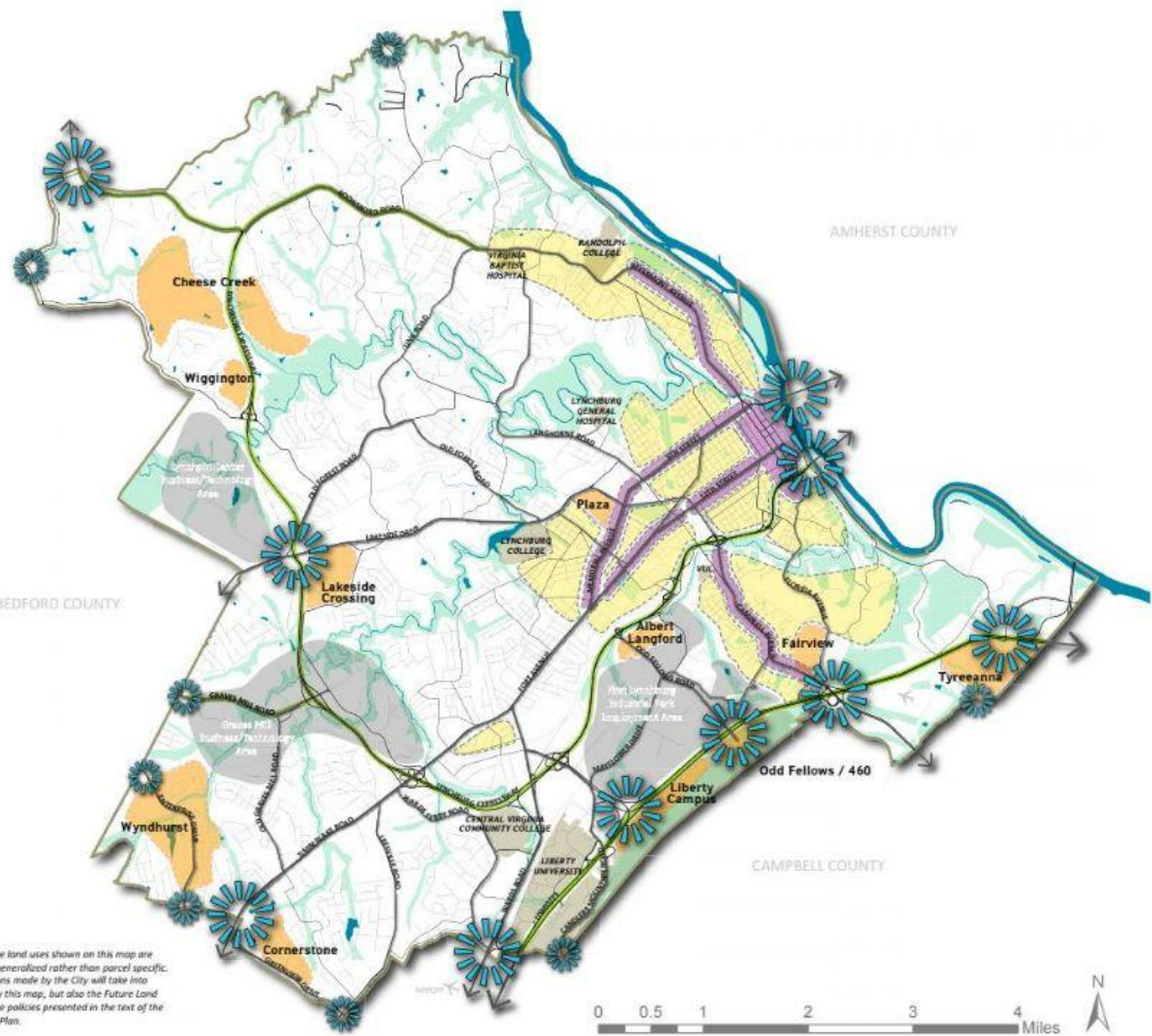
Studies evaluate existing/projected conditions, identify deficiencies, formulate alternatives and planning level cost estimates

Projects added to CIP from these studies

To qualify to apply for VDOT or Federal funds projects must be included in 5-year CIP and/or beyond



HOW THE COMPREHENSIVE PLAN SUPPORTS CORRIDORS



**Exhibit 6-2
Plan Framework Map**
September 2013

-  **City Gateways**
Strengthening the City's image and attractiveness by improving entries
-  **Resource Conservation Areas**
Protecting parks and natural resources.
-  **Scenic Conservation Areas**
Conserving the scenic quality of Boansboro Road, the Lynchburg Expressway, Groves MW Road, and US Route 460.
-  **Neighborhood Conservation Areas**
Improving the quality of life in the City's mature neighborhoods.
- Growth Areas**
 -  **Revitalization Areas**
Encouraging reinvestment and sensitive redevelopment in older commercial districts.
 -  **Development / Redevelopment Areas**
Encouraging smart growth techniques on key grayfield and greenfield sites throughout the city.
 -  **Business/Technology & Employment Areas**
Maximizing the use and attractiveness of existing and emerging employment districts.
-  **Major Institutions**
-  **City Boundary**

DISCLAIMER: The land uses shown on this map are intended to be generalized rather than parcel specific. Land use decisions made by the City will take into account not only this map, but also the Future Land Use Map and the policies presented in the text of the Comprehensive Plan.



Prepared by:
Department of Community Development,
Planning Works



CORRIDOR PLANS

- Corridor plans are strategic documents that align transportation, land use and economic development along major corridors or specific neighborhoods.
- Corridor plans are created with and vetted by the public with adoption by City Council.
- Corridor plans create vibrant and connective communities while maximizing infrastructure efficiency.
- Corridor plans can lead to Zoning Ordinance Amendments including Overlay Districts and Text Amendments.



COMPREHENSIVE PLAN

CORRIDOR AND AREA STUDIES

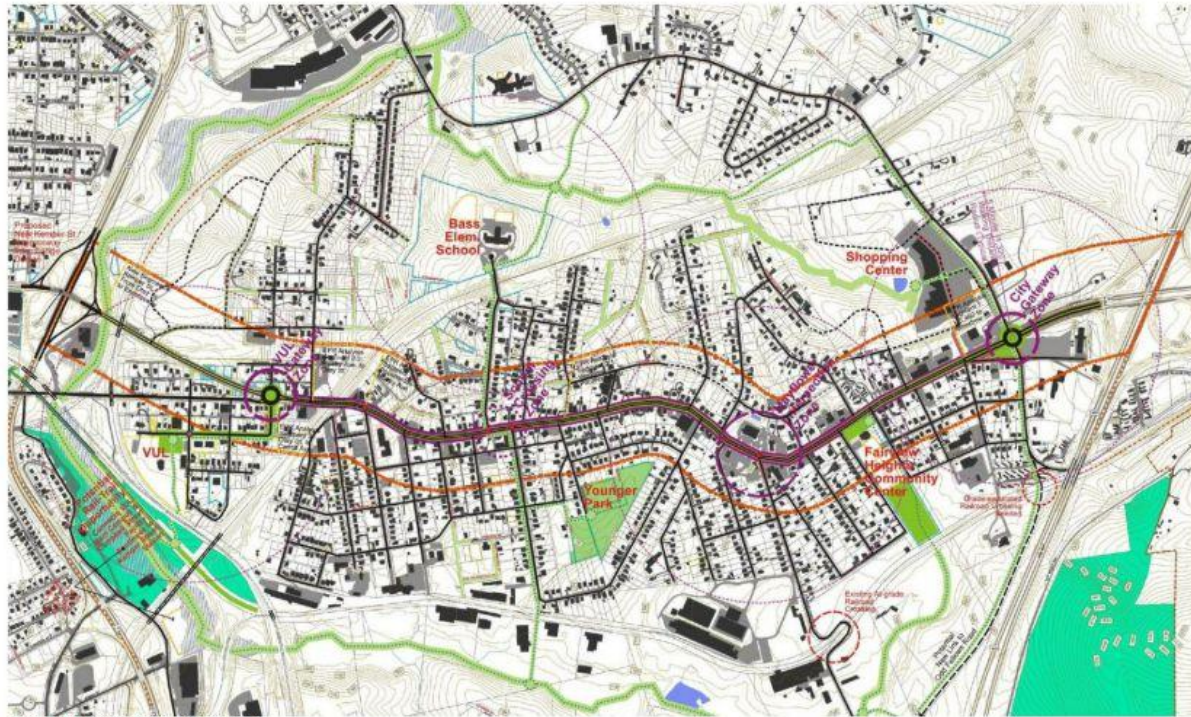
- Atlanta Avenue
- Campbell Avenue/Odd Fellows Road
- Dearington
- Diamond Hill
- Downtown 2040
- Fifth Street
- Forest Brook Road
- Graves Mill Road
- Tinbridge Hill Neighborhood
- Midtown
- Route 221 Corridor
- Tyreeanna/Pleasant Valley
- Wards Ferry Road
- Wards Road Bicycle & Pedestrian



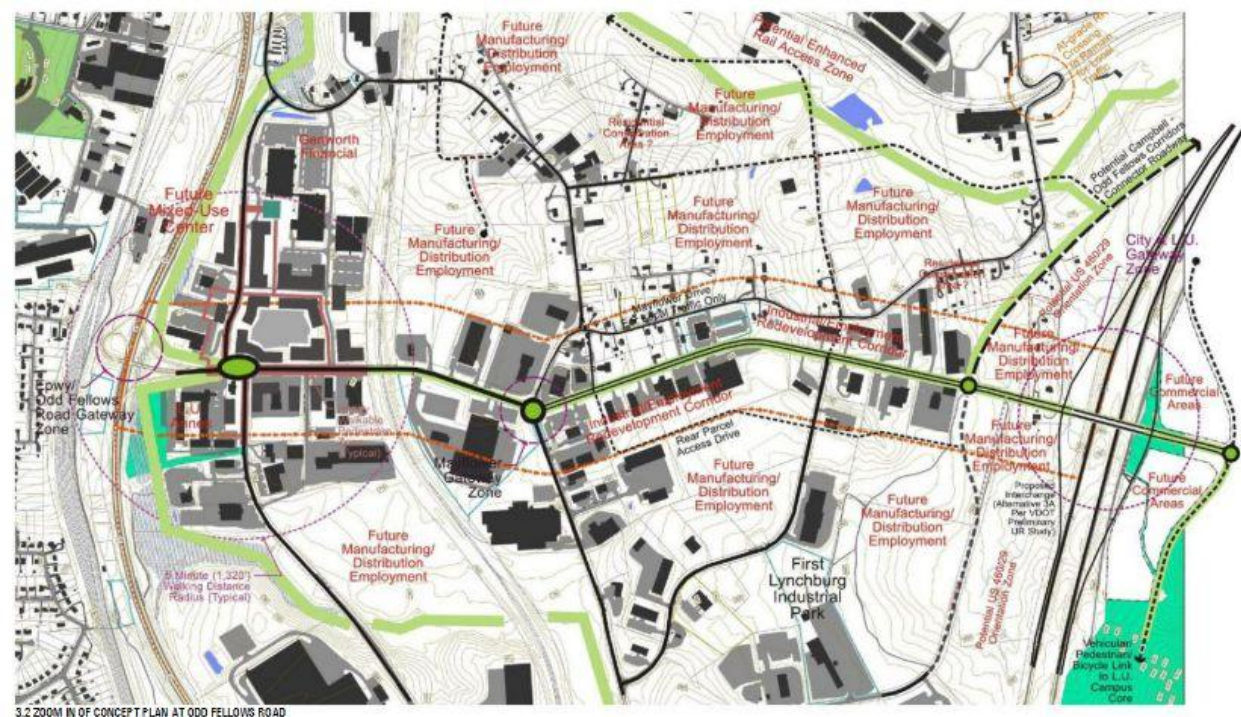
ex. Fifth Street and Langhorne Road Corridors



ODD FELLOWS ROAD/CAMPBELL AVENUE CORRIDORS

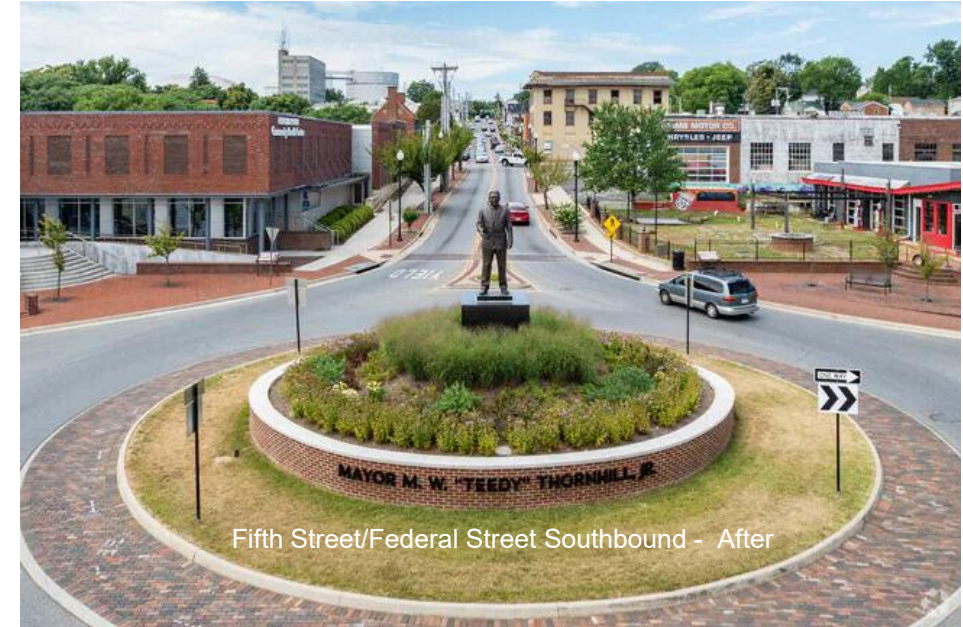


3.1 200M IN OF CONCEPT PLAN AT CAMPBELL AVENUE



3.2 200M IN OF CONCEPT PLAN AT ODD FELLOWS ROAD

FIFTH STREET CORRIDOR



Fifth Street Corridor Master Plan

HOW UTILITIES SUPPORT CORRIDORS

- Coordinate timing of projects with major transportation projects.
- Take advantage of opportunities to improve water, sewer, and stormwater infrastructure in conjunction with transportation projects.
- Coordination with paving schedules to avoid excavations in new pavement.
- Coordination with development, growth, and capacity needs. Master plans include growth and development assumptions.
- Regional Agreements are considered in utility planning efforts.



WATER MASTER PLAN

- Water Master Plan through 2050
- Various plans such as the Comprehensive Plan, Transportation plans, neighborhood plans are reviewed to ensure proper coordination with utility projects
- Projects are primarily prioritized based on the following criteria:

Prioritization Level	Description of Prioritized Water Mains for Replacement	Number of Identified Water Mains	Total Length (LF)
Urgent	4" in diameter or less	197	88,629
High	AC water mains	204	143,802
Medium	CI water mains 100 years or older prior to Year 2050	993	415,949
Low	CI water mains less than 100 years old prior to Year 2050	631	388,998
None	All remaining CI and DI mains	2066	1,190,026

- Adjusted based on other priority projects, funding, changing conditions, i.e. pipe failures, etc.

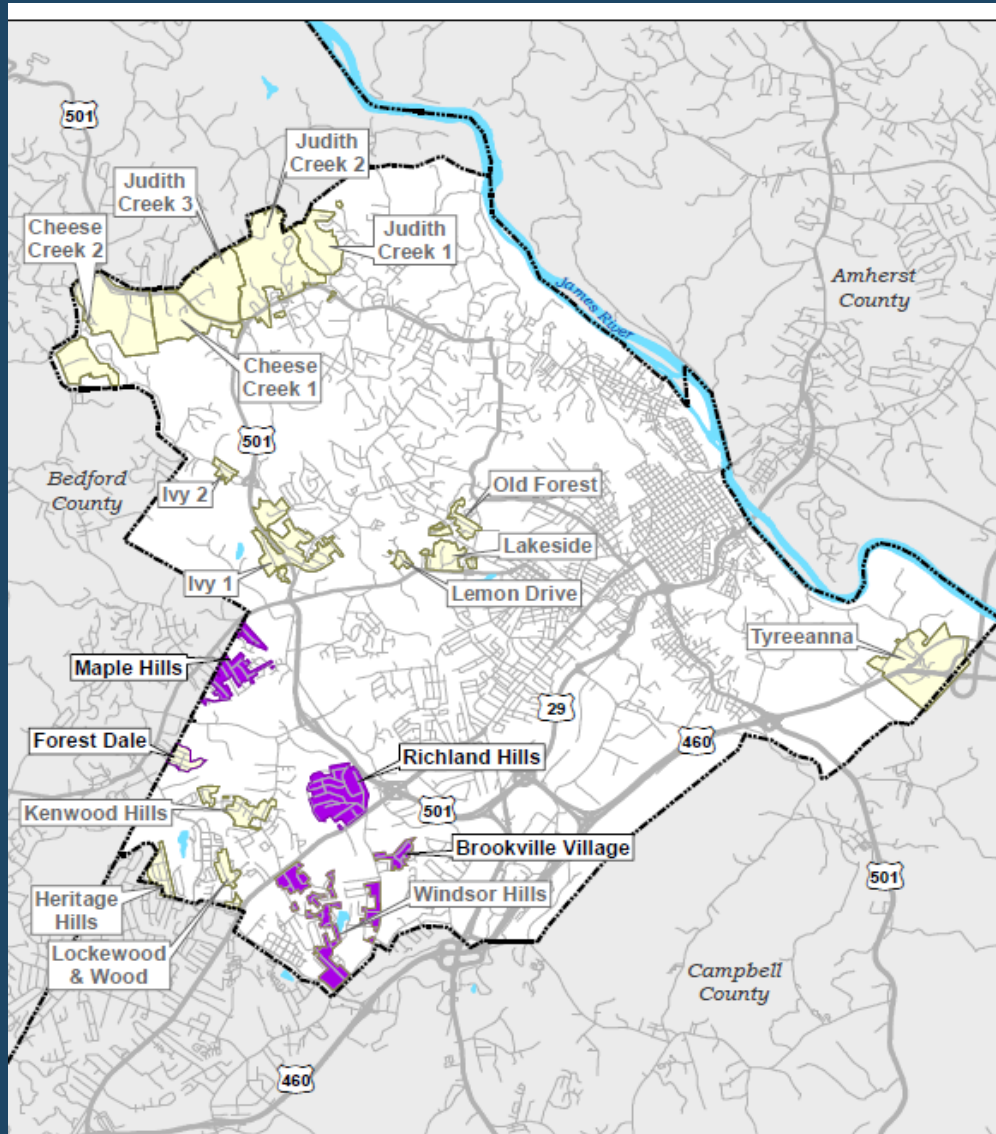



SEWER MASTER PLAN

- Through 2050+
- Probability of Septic System Failure
- Capital Costs per Lot
- Resident Impact
- Other Infrastructure Improvements/Priorities

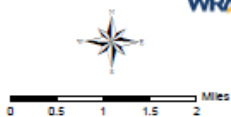
Service Area	Estimated Cost*
Brookville Village	\$2,251,000
Maple Hills	\$5,994,000
Windsor Hills	\$10,766,000
Richland Hills	\$10,092,000
Forest Dale	\$2,159,000
Lemon Drive	\$823,000
Heritage Hills	\$3,603,000
Kenwood Hills	\$4,697,000
Lakeside	\$3,208,000
Old Forest	\$2,962,000
Lockewood & Wood	\$2,288,000
Ivy 2	\$1,211,000
Ivy 1	\$9,664,000
Tyreeanna	\$8,964,000
Cheese Creek 2	\$10,425,000
Cheese Creek 1	\$4,791,000
Judith Creek 2	\$9,737,000
Judith Creek 1	\$4,774,000
Judith Creek 3	\$4,485,000
Total:	\$102,894,000

* Costs from 2022





**Service Area
Prioritization Map
Lynchburg VA**
Figure ES-3



WRA

- Highest Priority Service Areas
- City Limits/ County Boundary
- Roadway



UTILITY INFRASTRUCTURE

Example Coordination Projects:

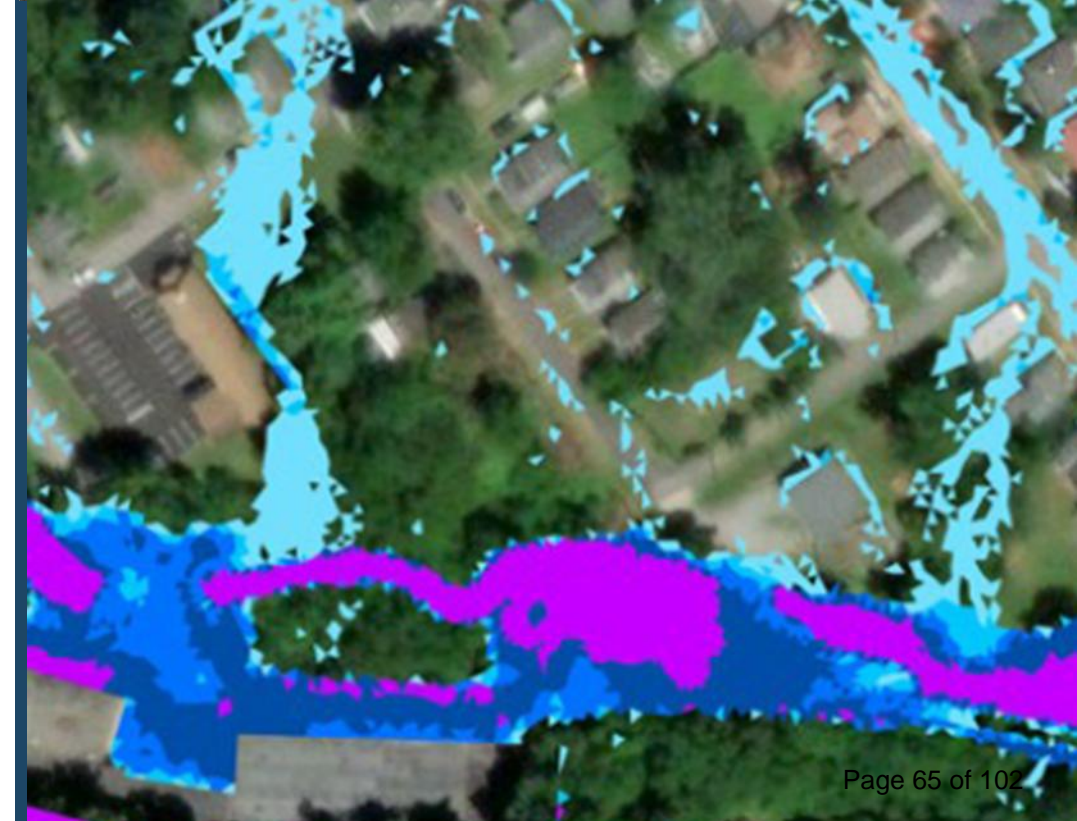
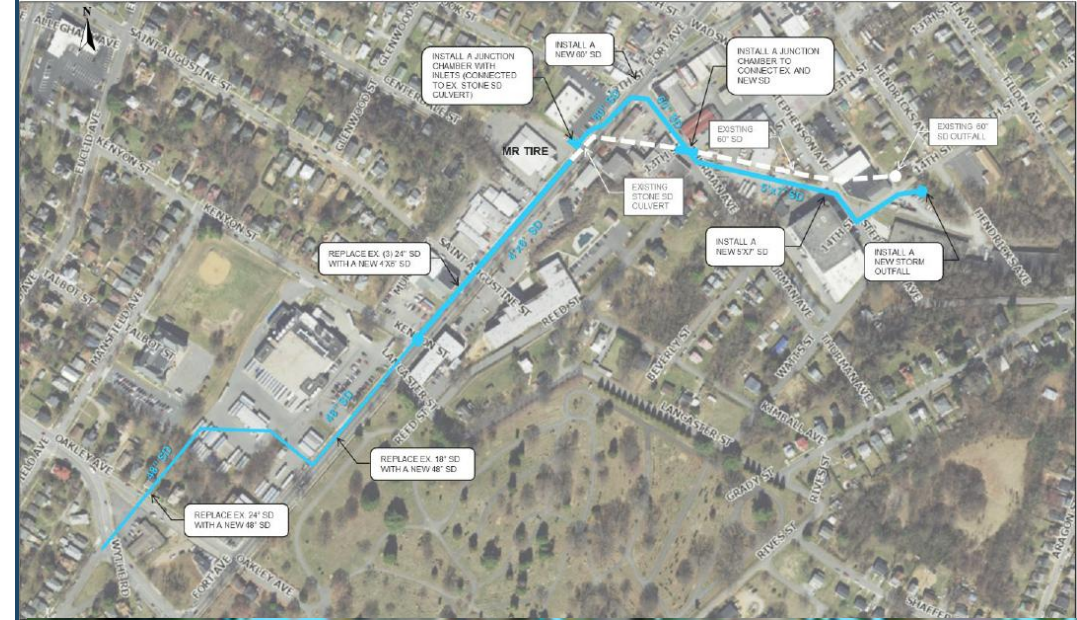
- US 221 and US 501 Corridors – replacing asbestos cement and older cast iron pipe
- Breezewood Drive/Expressway Corridor – Waterline improvements
- Candler's Mountain Corridor – VDOT bridge deck replacement – adding 8" waterline to better serve 1005 zone



UTILITY COORDINATION

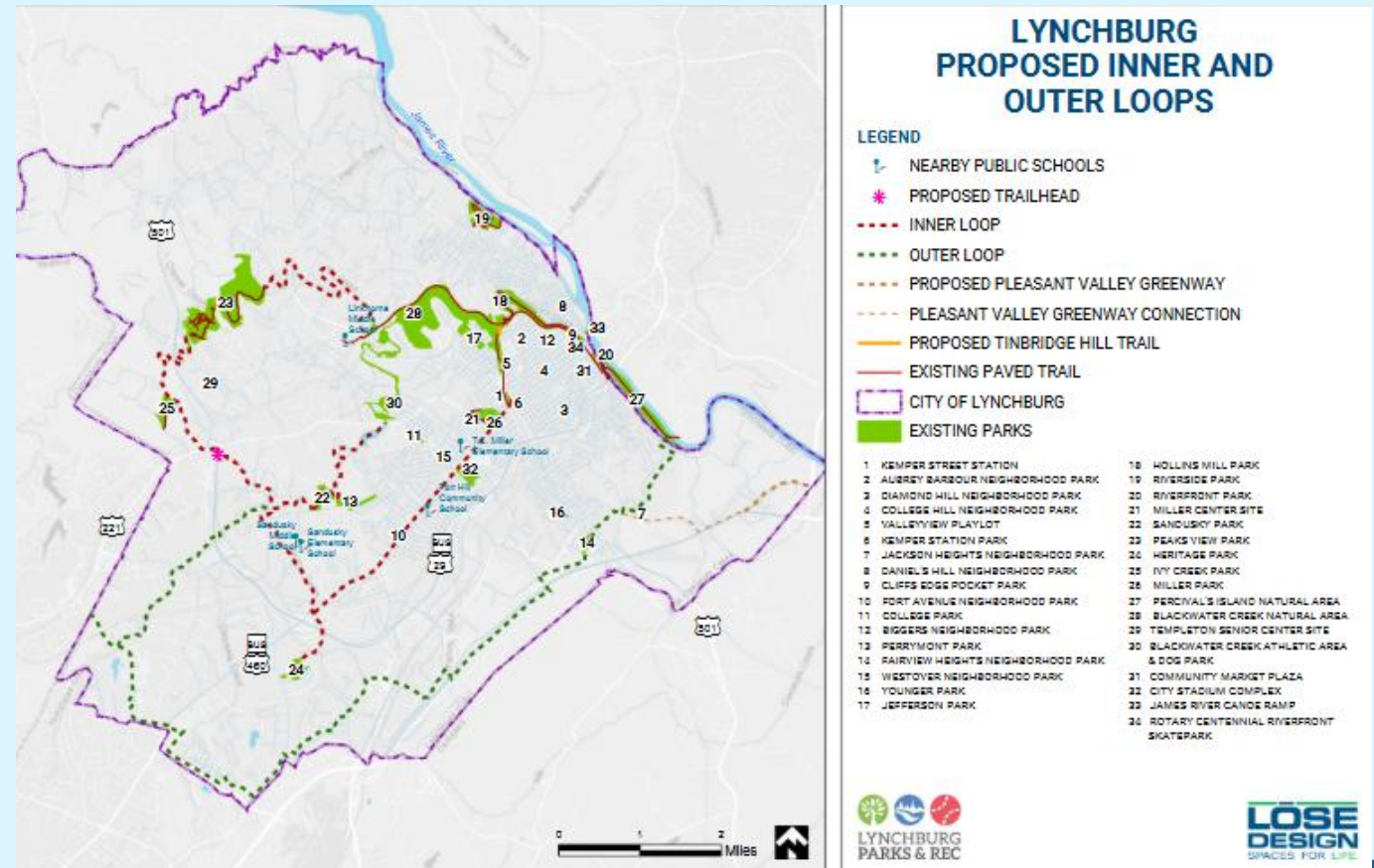
Future Example Project – Fort Avenue Corridor:

- Converging issues including Combined Sewer Overflow (CSO) projects, failing infrastructure, flooding
- Developing a comprehensive approach including seeking sources of grant funding



HOW PARKS SUPPORT CORRIDORS

- Provide alternate and active transportation routes for the City
 - Greenways for pedestrians and cyclists
 - Provides safe commuter travel away from motorized traffic
- Transform fragmented natural areas into connected networks





**CONCEPT PLAN:
IVY CREEK PARK TO
PEAKS VIEW PARK GREENWAY
LYNCHBURG PARKS & RECREATION**

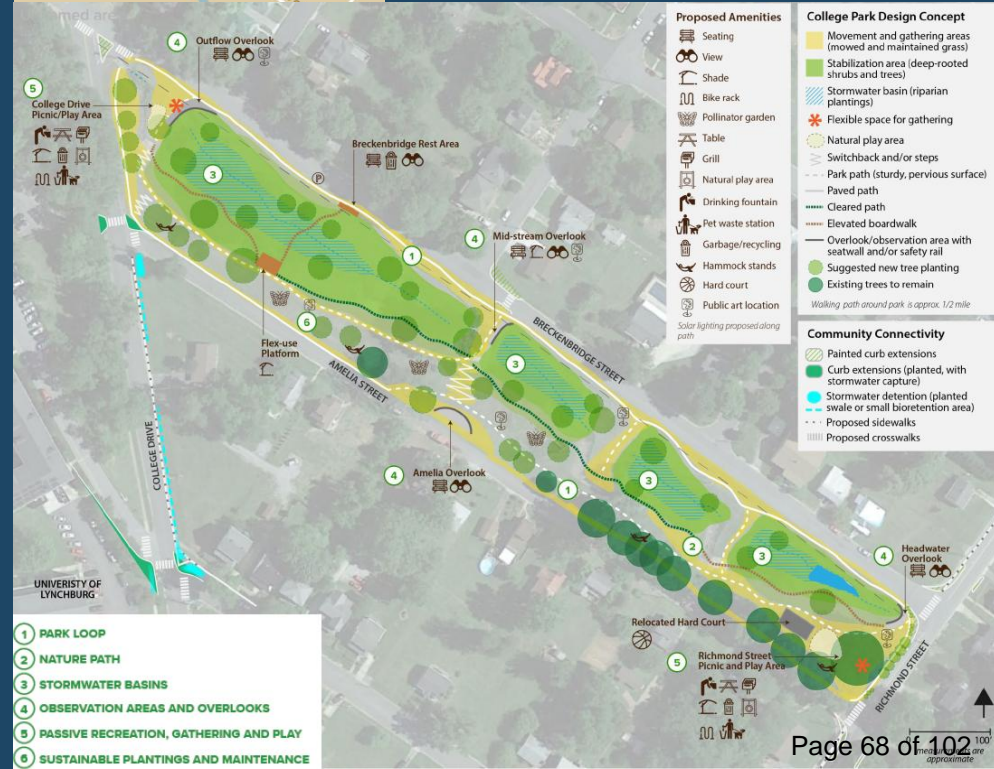
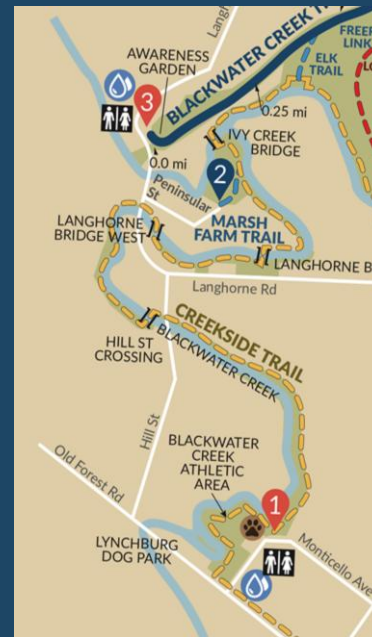
CURRENT PROJECTS

- Peaks to Creeks Trail
 - Wigginton Road and 501 Corridors
 - Connects Peaksview Park to Ivy Creek Park
 - Proposed trail stretches 1.5 miles
 - Trail opportunities for businesses located at Ivy Creek Innovation Park
 - \$15 Million in VDOT funding as part of the Virginia Multi-Use Trails Initiative



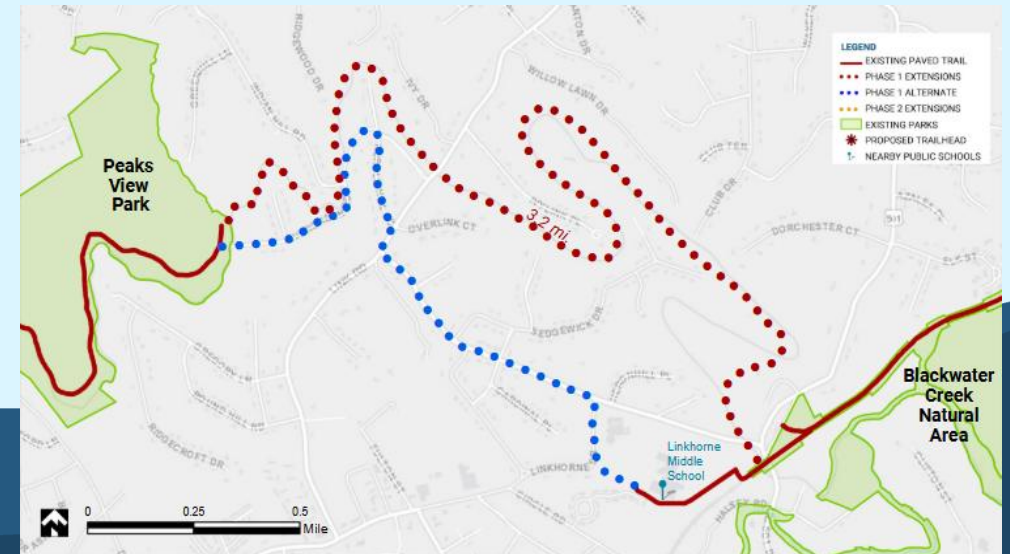
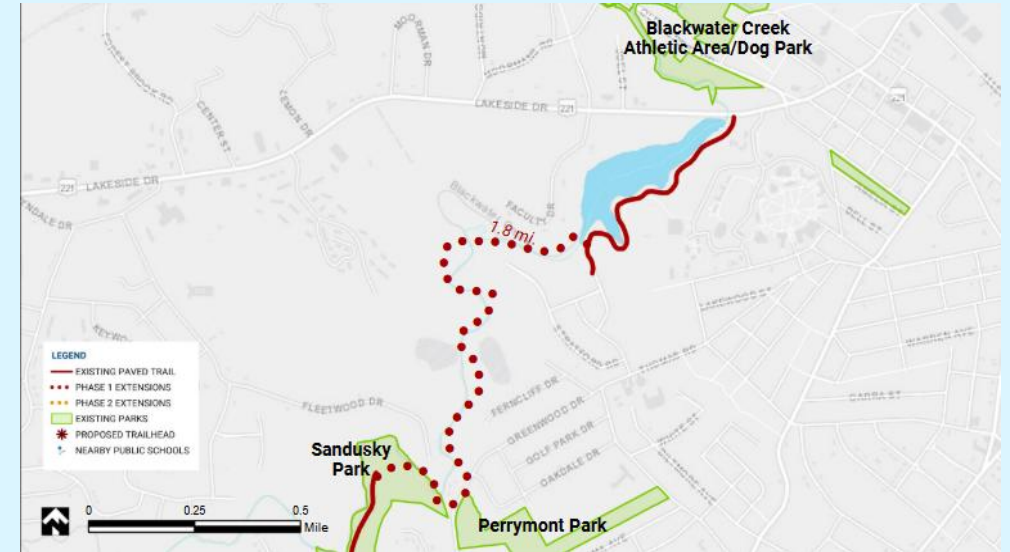
CURRENT PROJECTS

- Lakeside Drive and Langhorne Road Corridors
- Creekside Trail Reconstruction
 - Following removal of College Lake Dam and stream restoration
 - Catwalks and trails back to Blackwater Creek Park
- Langhorne Road – Replacement of East and West Suspension Bridges
- College Park Improvements
 - Following stormwater management improvements
 - Park loop, nature path, overlooks, recreation, gathering and play areas



FUTURE TRAILS OPPORTUNITIES

- Lakeside Drive and Langhorne Road Corridors
- Creekside Trail connection to Perrymont Park and Sandusky Park
 - Utilize existing easement on potential property acquired by Water Resources
- Peaksview Park to Blackwater Creek





FUTURE PARKS OPPORTUNITIES

- Heritage Park Improvements
 - Leesville Road Corridor
 - Field improvements, Pickleball Courts, Playground, Skatepark, Paved Walking Track
- Perrymont Park Improvements
 - Lakeside Drive and Fort Avenue Corridors
 - Paved Walking loop, Dog Park, Outdoor Classroom



CORRIDORS FACILITATE ECONOMIC DEVELOPMENT

Incentives are tools to steer private investment where public plans, infrastructure, and community priorities already point.

- Align private investment with corridor plans
- Support redevelopment, reuse, and infill
- Leverage state/federal/local tools
- Close feasibility gaps in older commercial areas
- Increase tax base, jobs, visitors, and activity



ECONOMIC DEVELOPMENT

Geographically Specific Program Tools:

- **Opportunity Zones** - Federal tool encouraging capital investment in designated areas
- **HUBZones** - Federal contracting advantage for eligible small businesses
- **Enterprise Zones** - State tool supporting job creation and real property investment
- **Real Estate Infill Program** - Supports development of vacant or underutilized sites
- **Real Estate Rehabilitation Program** - Provides partial tax relief for qualifying improvements to existing buildings
- **Local Redevelopment Program** - Local tool encouraging real property and capital investment



CloudFit, 863 Church Street – Utilized Hub Zone, Federal & State Tax Credits, Enterprise Zone, and Real Estate Rehabilitation Program Incentives.

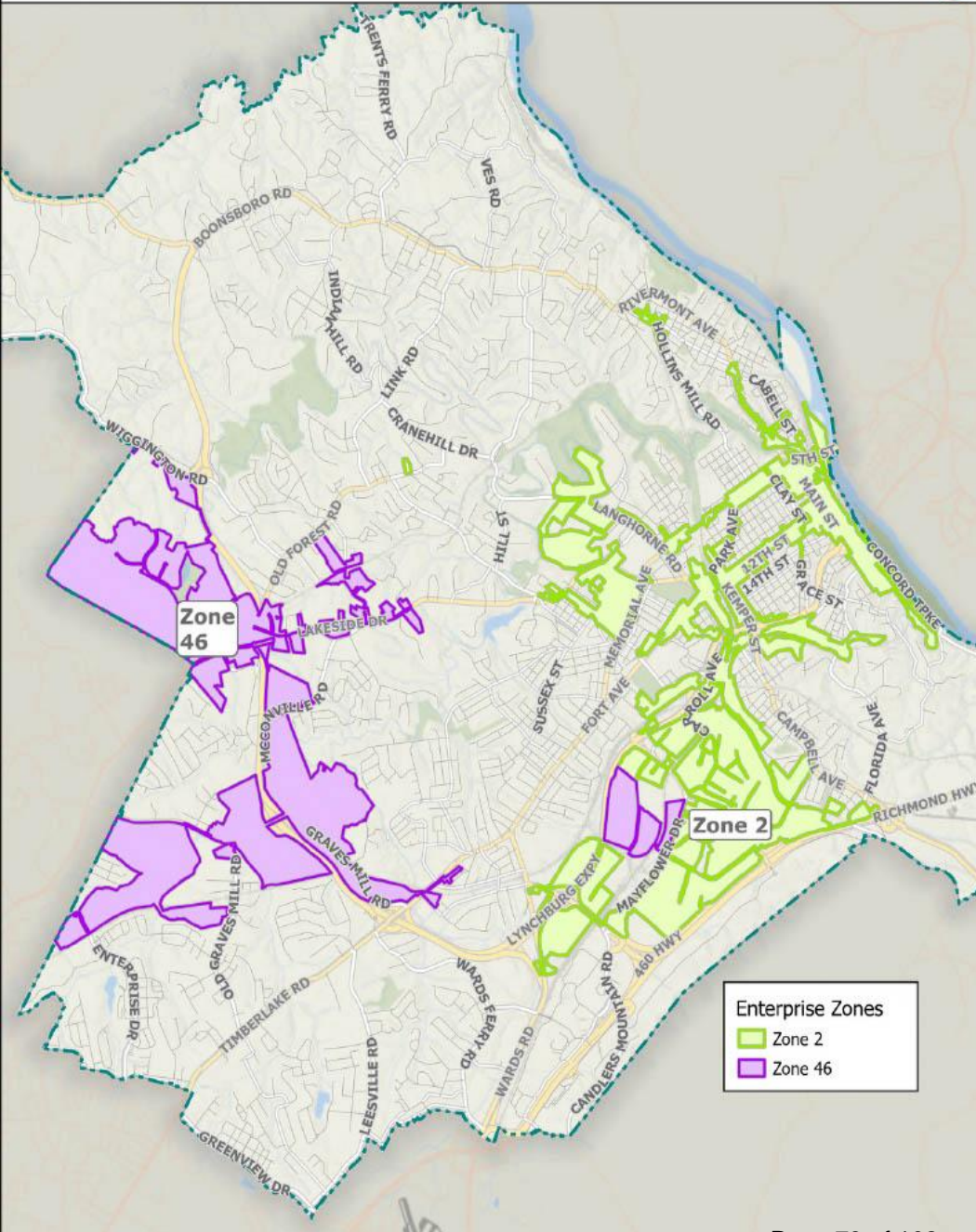


ENTERPRISE ZONES

- Encompasses Multiple Commercial Corridors

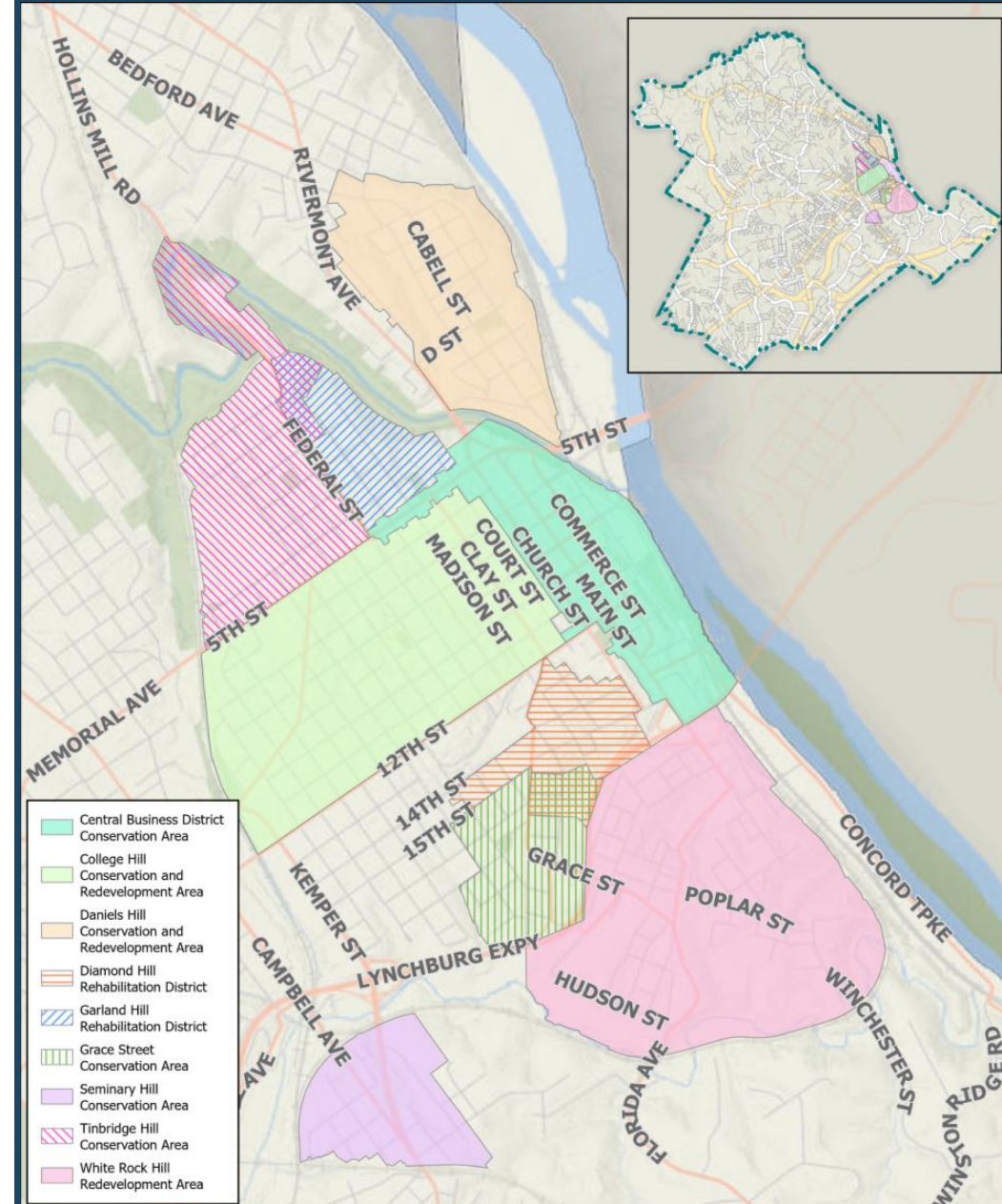
Expressway	Lakeside Drive	Graves Mill Road
Fort Avenue	Odd Fellows Road	Campbell Avenue
Memorial Avenue	Langhorne Road	Kemper Street
Twelfth Street	Fifth Street	Main Street

- Targeted state incentive for commercial and industrial reinvestment
- Supports real property improvements and job creation
- Works best where zoning, infrastructure, and corridor plans align
- Supports job creation and both redevelopment and new construction in designated areas.



REAL ESTATE INFILL

- Local tool for difficult redevelopment sites.
- Encourages reuse of underutilized property.
- Complements transportation, utility, parks and planning investments.
- Converts corridor improvements into visible private-sector outcomes.





1208 Commerce Street

LYBR

Summary

Corridors are the connections among infrastructure improvements

- Prioritized
- Extensive public outreach
- Work coordinated across departments
- Highest return on investment
- Reduce disruptions
- Eye towards private investment



AGENDA ITEM SUMMARY

MEETING DATE

June 9, 2026

PRESENTED BY

Joseph Newland, City Engineer, William
Simmons, Deputy Director of Public Works

AGENDA ITEM # III.6

Major Project Updates

RECOMMENDATION

None

SUMMARY

Staff will present the status of Public Works major projects

PRIOR ACTION(S)

None

FISCAL IMPACT

None

CONTACT(S)

Joseph Newland, City Engineer
Gaynelle Hart, Director of Public Works
William Simmons, Deputy Director of Public Works

ATTACHMENT(S)

1. 2026 06 Major Projects
2. Public Works Project Updates 6.9.26 Final

REVIEWED BY

Gaynelle Hart, Director of Public Works

Date: May 29, 2026



Gregory Patrick, Deputy City Manager

Date: June 04, 2026



Alicia Finney-Andrews, Clerk of Council

Date: June 04, 2026

CAPITAL PROJECTS UPDATE

Public Works

June 9, 2026



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:** Design
 - Preparing the Preliminary Bridge Report for VDOT review to be able to close scoping
- **Current progress:**
 - **On-time:** No, will reset with closing of scoping
 - **On-budget:** Will reset with the closing of scoping



BREEZEWOOD DRIVE IMPROVEMENTS

- **Total cost:** \$10.3 million
- **Funding:** Additional funding of ~\$486,000 awarded with Revenue Sharing submitted in September 2025
- **Anticipated construction start:** Summer 2027
- **Anticipated construction finish:** Winter 2028/29
- **Phase:** Design
 - 60% plans in
 - Project Public Hearing scheduled for June 25th; Heritage Baptist Church; Breezewood Drive
- **Current progress:**
 - **On-time:** Yes
 - **On-budget:** Yes



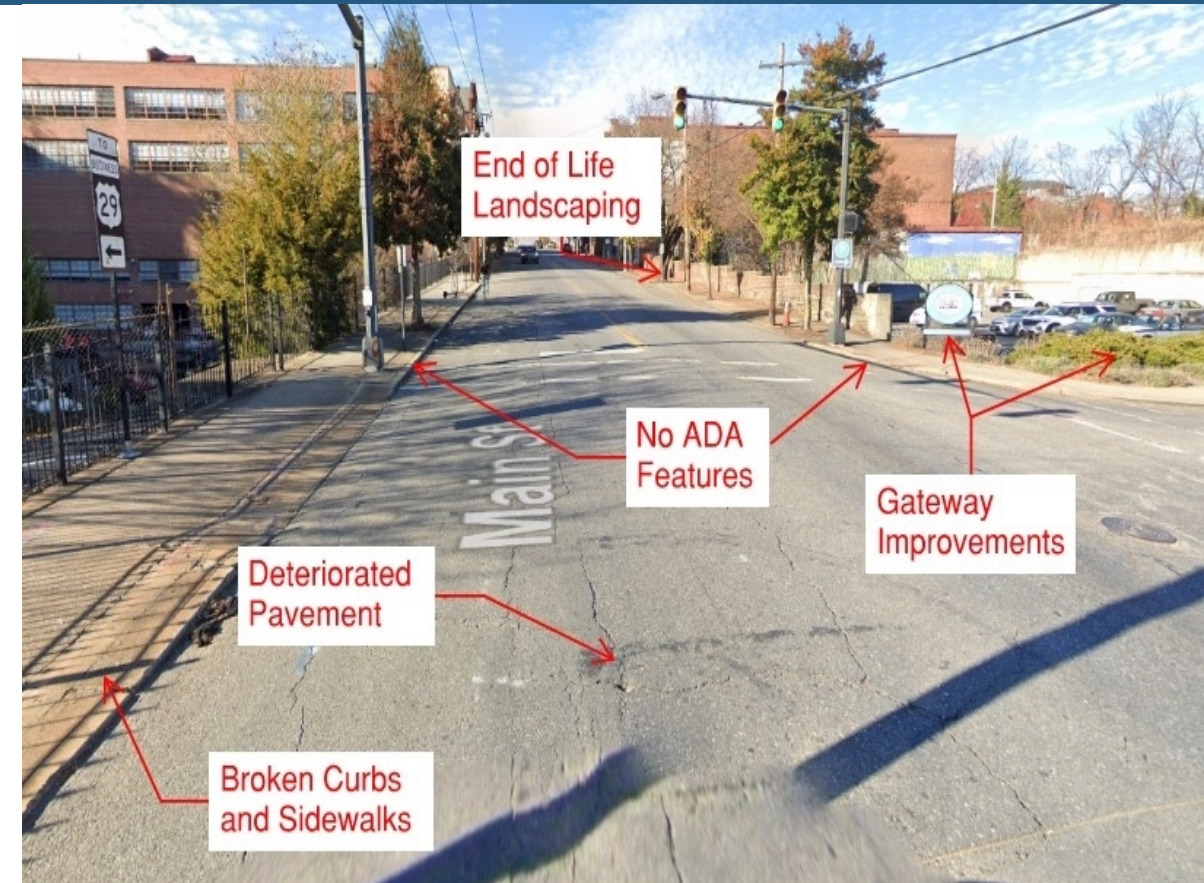
FIFTH STREET RECONSTRUCTION

- **Total cost:** \$7.3 million
- **Funding:** Fully funded
- **Construction start:** October 2025
- **Anticipated construction finish:** Winter 2026/27
- **Phase:** Construction
 - Working on underground utilities
- **Current progress:**
 - **On-time:** Yes
 - **On-budget:** Yes



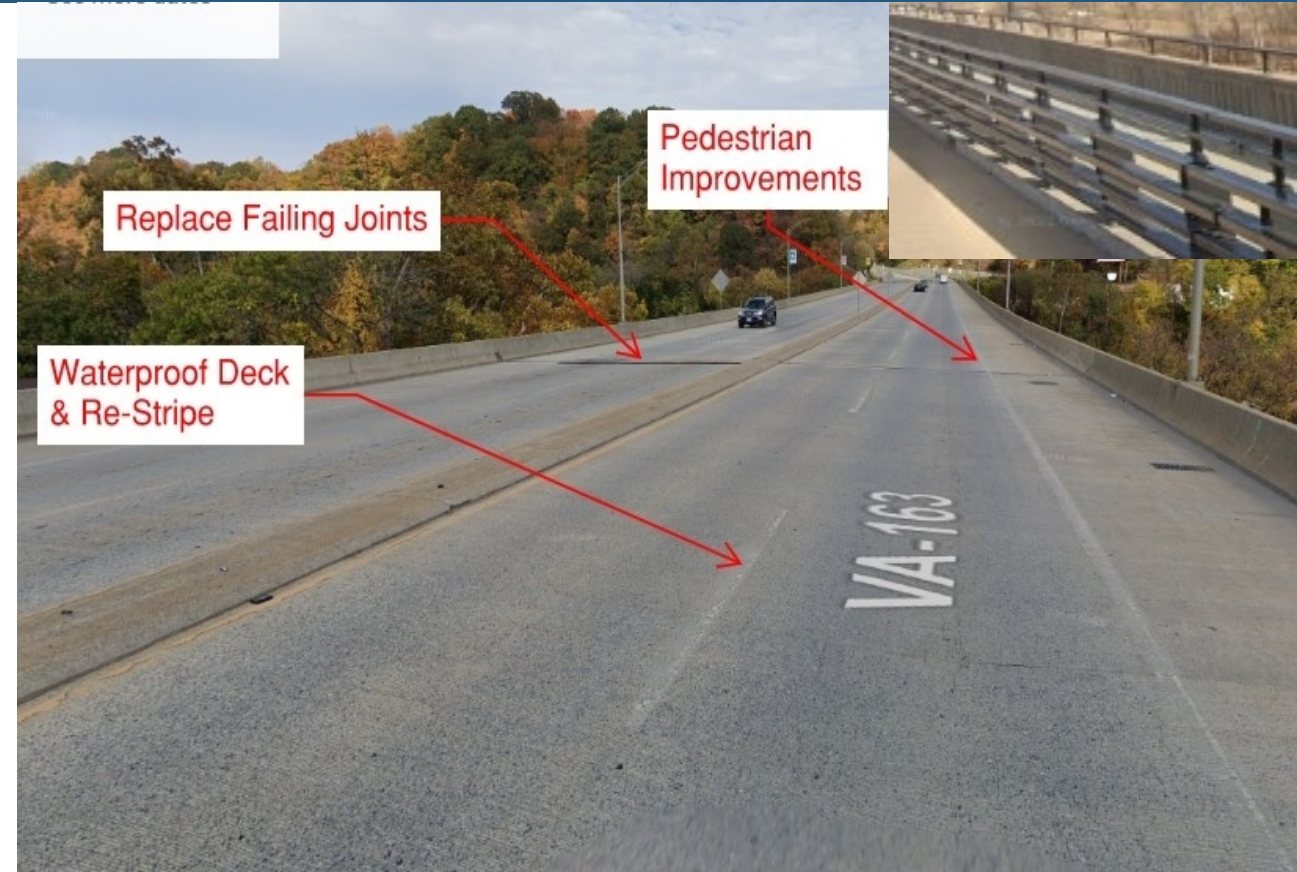
DOWNTOWN RENEWAL: MAIN ST EAST

- **Total cost:** \$6.1 million – general fund
- **Funding:** Fully funded
- **Construction start:** July 2024
- **Anticipated construction finish:** Summer 2026
- **Phase:** Construction
 - Underway – Underground work complete; street improvements ongoing
- **Current progress:**
 - **On-time:** Yes
 - **On-budget:** Yes



JOHN LYNCH MEMORIAL BRIDGE

- **Total cost:** \$7.2 million
- **Funding:** Fully funded
- **Construction start:** Winter 2025
- **Anticipated construction finish:** July 2026
- **Phase:** Construction
 - Underway – railings
- **Current progress:**
 - **On-time:** Yes – may be delayed
 - **On-budget:** Yes



501/221 INTERSECTION

- **Total cost:** \$93.6 million
- **Funding:** Additional \$13.3M from CTB/VDOT was approved on July 23 at CTB
- **Anticipated construction start:** Fall 2028
- **Anticipated construction finish:** Fall 2031
- **Phase:** Design
 - Consultant under contract
 - Design proceeding
 - VDOT Public Hearing scheduled for late August, Heritage Baptist Church on Breezewood Drive
- **Current progress:**
 - **On-time:** Yes
 - **On-budget:** Yes



HOLLINS MILL BRIDGE

- **Total cost:** \$19.1 million
- **Condition Rating:** Poor
- **Funding:** Fully funded with additional Revenue Sharing funds to be appropriated
- **Anticipated construction start:** Fall 2029
- **Anticipated construction finish:** Winter 2031/32
- **Phase:** Design
 - Preparing the Preliminary Bridge Report for VDOT review to be able to close scoping
- **Current progress:**
 - **On-time:** Yes
 - **On-budget:** Yes



MILLER PARK POOL

- **Total cost:** \$10.5 million
- **Funding:** Fully funded
- **Anticipated construction start:** Summer 2026
- **Anticipated construction finish:** Summer 2027
- **Phase:** Design
 - Construction plan submittal due June 2026
- **Current progress:**
 - **On-time:** Yes
 - **On-budget:** Yes



PUBLIC LIBRARY RENOVATION

- **Total cost:** \$12.2 million
- **Funding:** Construction is fully funded
FF&E Pending FY 27 Budget
- **Anticipated construction start:** March 2026
- **Anticipated construction finish:** Summer 2027
- **Phase:** Construction - NTP Issued 3/11/2026
- **Current progress:**
 - **On-time:** Yes
 - **On-budget:** Yes





AGENDA ITEM SUMMARY

MEETING DATE

June 9, 2026

PRESENTED BY

Timothy Mitchell, Director of Water Resources, Scott Parkins

AGENDA ITEM # III.7

Major Project Updates - Water Resources

RECOMMENDATION

None

SUMMARY

Staff will provide a summary of the major Water Resources' projects.

PRIOR ACTION(S)

FISCAL IMPACT

CONTACT(S)

Timothy Mitchell, Director of Water Resources
Scott Parkins

ATTACHMENT(S)

1. 6-9-25 LWR PROJECTS

REVIEWED BY

Timothy Mitchell, Director of Water Resources

Date: June 02, 2026

Gregory Patrick, Deputy City Manager

Date: June 04, 2026

Alicia Finney-Andrews

Date: June 04, 2026

Alicia Finney-Andrews, Clerk of Council

CAPITAL PROJECTS UPDATE

Water Resources

June 9, 2026



LYHBEYOND: BLACKWATER CSO TUNNEL

- **Total cost:** \$104 million
- **Funding:** Fully funded
- **Construction start:** July 2024
- **Anticipated construction finish:** Sept. 2027
- **Phase:** Construction
 - Tunnel drill-and-blast operation ongoing; approaching completion
 - Pump Station Electrical/Control Building and CSO 52 Diversion Structure ongoing
- **Current progress:**
 - On-time: Yes
 - On-budget: Yes





DOWNTOWN RENEWAL: MAIN STREET EAST

- **Total cost:** \$10.7 million
 - Water: \$4.3 million
 - Sewer: \$1.4 million
 - Stormwater: \$800,000
 - General: \$4.2 million
- **Funding:** Fully funded
- **Construction start:** August 2024
- **Anticipated construction finish:** July 2026
- **Phase:** Construction
 - Utility work is 99% complete; street rebuild ongoing; paving in June
- **Current progress:**
 - On-time: Yes
 - On-budget: Yes

RICHLAND HILLS SEWER EXTENSION, PHASE 1

- **Total cost:** \$8 million (ARPA eligible: \$6.6 million)
- **Funding:** Fully funded
- **Construction start:** November 2024
- **Anticipated construction finish:** October 2026
- **Phase:** Construction
 - Sewer line work ongoing; added sewer to exhaust ARPA funding
- **Current progress:**
 - On-time: Yes
 - On-budget: Yes



DANIEL'S HILL UTILITY IMPROVEMENTS (SOUTH)

- **Total cost:** \$4.7 million
- **Funding:** Fully funded
- **Construction start:** May 2026
- **Anticipated construction finish:** Oct. 2027
- **Phase:** Construction
- **Current progress:**
 - On-time: Yes
 - On-budget: Yes



FILLMORE STREET WATERLINE PROJECT

- **Total cost:** \$5.16 million
- **Funding:** Fully funded
- **Construction start:** January 2026
- **Anticipated construction finish:** July 2027
- **Phase:** Construction
 - Approximately 25% of utility work complete
- **Current progress:**
 - On-time: Yes
 - On-budget: Yes



LEAD SERVICE LINE INVENTORY

- **Cost for current phase:** \$10 million for investigations and replacements
- **Future costs:** TBD – anticipate \$20+ million over 10 years based on regulatory requirements and current known info
- **Funding:** Current investigation program funded by \$6.4 million loan + \$3.6 million principal forgiveness from VDH & VRA; additional \$15 million funding package pending approval
- **LCRI Inventory:** Published online and submitted to VDH annually
- **“Unknown” service lines:** 2,394 publicly owned; 18,123 privately owned
- **Anticipated finish:** EPA’s LCRI has 2037 deadline for replacing all lead and “galvanized requiring replacement” lines
- **Phase:** Investigations by test pitting ongoing across city; self-reporting survey option also available
- **Current phase progress:**
 - On-time: Yes
 - On-budget: Yes



ABERT FILTRATION PLANT UPDATES

- **Total cost:** \$27.4 million (includes 5 upgrade projects)
- **Funding:** Design fully funded; construction funds pending FY 2027 CIP approval
- **Anticipated construction start:** Fall 2026 (RWPS Influent Screen)
- **Anticipated construction finish:** Spring 2033 (RWPS Generator)
- **Phase:** Design
 - Currently at 60% design for RWPS Influent Screen and 30% design for WTP Chemical Feed System
- **Current progress:**
 - On-time: Yes (Design phase)
 - On-budget: Yes (Design phase)



DOWNTOWN RENEWAL: COURT ST

- **Total cost:** \$7.9 million (estimate)
- **Funding:** Pending FY 2027 CIP approval
- **Anticipated construction start:** Spring 2027
- **Construction finish:** Fall 2028
- **Phase:** Design
 - Received 50% design plans; design should be complete by Fall 2026
- **Current progress:**
 - On-time: Yes (Design phase)
 - On-budget: Yes (Design phase)



MAPLE HILLS SEWER EXTENSION

- **Total cost:** \$8.2 million
- **Funding:** Design fully funded; construction funds for water/storm pending FY 2027 CIP approval
- **Construction start:** Spring 2027
- **Anticipated construction finish:** TBD
- **Phase:** Design
 - Approximately 50% complete on design
- **Current progress:**
 - On-time: Yes (Design phase)
 - On-budget: Yes (Design phase)



DREAMING CREEK INTERCEPTOR

- **Total cost:** \$9.2 million (early estimate with 55.9% CCUSA/44.1% City split)
- **Funding:** Fully funded
- **Anticipated construction start:** Winter 2028
- **Anticipated construction finish:** Fall 2029
- **Phase:** Design
 - Executed the MOU agreement with CCUSA and started design; topographic base survey to start this month
- **Current progress:**
 - On-time: Yes (Design phase)
 - On-budget: Yes (Design phase)