



**CITY COUNCIL AGENDA
September 6, 2011**

6:00 p.m. – 7:00 p.m.

Closed session as provided by Section 2.2-3712 of the Virginia Code
(Second Floor Conference Room)

TYPE OF ITEM

SUBJECT

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

**AWARDS/RECOGNITIONS
ANNOUNCEMENTS**

Truancy Prevention Month; Payroll Proclamation; Jefferson School Groundbreaking;
Jennifer Luchard; Lighthouse Film Festival

MATTERS BY THE PUBLIC

Public comment will be permitted for the first 12 speakers to sign up in advance of the meeting (limit of 3 minutes per speaker) and at the end of the meeting on any item, provided that a public hearing is not planned or has not previously been held on the matter.

COUNCIL RESPONSES TO MATTERS BY THE PUBLIC

1. CONSENT AGENDA*

(Items removed from the consent agenda will be considered at the end of the regular agenda.)

- a. Minutes of August 1
- b. **APPROPRIATION:** \$97,500 – Virginia Department of Criminal Justice Services Neighborhood of Promise Grant (2nd of 2 readings)
- c. **APPROPRIATION:** \$65,000 – CASASTART Truancy Prevention Program (2nd of 2 readings)
- d. **APPROPRIATION:** Workforce Development Program Carryover Funding for FY 2012 (2nd of 2 readings)
- e. **APPROPRIATION:** \$182,500 – Charlottesville/Albemarle Adult Drug Treatment Court Grant Award (2nd of 2 readings)
- f. **APPROPRIATION:** \$65,000 – Teens GIVE Service-Learning and Life Skills Program (2nd of 2 readings)
- g. **APPROPRIATION:** \$452,704 – Virginia Juvenile Community Crime Control Act Grant (VJCCCA) (1st of 2 readings)
- h. **APPROPRIATION:** \$22,130.50 – FY2012 Friendship Court Sponsorship Agreement for Enhanced Police Coverage (1st Quarter) (1st of 2 readings)
- i. **RESOLUTION:** Temporary Grading & Construction Easement – Jefferson School (1st of 1 reading)
- j. **RESOLUTION:** Acquisition of 4.515 Acres of Meadow Creek Stream Valley Land (1st of 1 reading)
- k. **RESOLUTION:** Acceptance of Hillsdale Dr. (1st of 1 reading)
- l. **RESOLUTION:** ~~Honorary Street Naming Policy (1st of 1 reading)~~
- m. **RESOLUTION:** Honorary Street Name – Jackson P. Burley on Rose Hill Drive from Preston to Madison (1st of 1 reading)
- n. **RESOLUTION:** Fiscal Year 2012 Performance Contract between Region Ten and the Virginia Department of Mental Health, Mental Retardation & Substance Abuse Services (VDMHMRSAS) (1st of 1 reading)
- o. **RESOLUTION:** Transfer of Funds to Wayfinding Account in the Capital Projects Fund - \$43,113.09 (1st of 1 reading)
- p. **RESOLUTION:** Silverbacks Donation (1st of 1 reading)
- q. **RESOLUTION:** Transfer of Funds in the Capital Projects Fund - ClearPoint Performance Measurement Scorecard Software - \$12,000 (1st of 1 reading)
- r. **RESOLUTION:** Police Locker Room Project – Transfer of \$12,365.40 (1st of 1 reading)
- s. **ORDINANCE:** Transfer of Elliott Lot to Habitat for Humanity (2nd of 2 readings)
- t. **ORDINANCE:** RWSA Easement for Schenk's Branch Interceptor (2nd of 2 readings)

*ACTION NEEDED

Reasonable accommodations will be provided for persons with disabilities upon request.

u. ORDINANCE:

Grant of Utility Easement under Jefferson Park Avenue and West Main Street to the University of Virginia (2nd of 2 readings)

v. ORDINANCE:

Infrastructure Maintenance Bonds (1st of 2 readings)

w. ORDINANCE:

IPP for Stadium Rd. (1st of 2 readings)

2. PUBLIC HEARING / RESOLUTION*

Priorities for CDBG Program Year 12-13 (1st of 1 reading)

3. PUBLIC HEARING / RESOLUTION *

Approval of Outside Financing for Blue Ridge Commons (1st of 1 reading)

4. REPORT/RESOLUTION*

VDOT Temporary Construction Easement for Schenk's Branch Interceptor Relocation (1st of 1 reading)

5. REPORT/RESOLUTION*

Housing Advisory Committee Report – Use of Charlottesville Housing Fund (1st of 1 reading)

6. REPORT/ORDINANCE*

Spot Blight Abatement – 704 Montrose (1st of 2 readings)

7. REPORT

Local Climate Action Planning Process Report

8. REPORT*

Council Vision Statement Update

9. REPORT

McIntire Road Extended Bridge

10. REPORT

Water Demand Analysis Population Projections

OTHER BUSINESS

MATTERS BY THE PUBLIC

Limit of 3 minutes per speaker.

APPROPRIATION
Virginia Department of Criminal Justice Services Neighborhood of Promise Grant
\$97,500

WHEREAS, The City of Charlottesville, through the Commission on Children and Families, has received a Neighborhood of Promise grant in the amount of \$65,000; and

WHEREAS, City Council on June 20, 2011 on their Consent Agenda approved a transfer of \$32,500 from their Council Priorities Initiatives account (1011001000) towards the required 50% grant match; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$97,500 is hereby appropriated in the following manner:

Revenues

\$65,000	Fund: 209	Cost Center: 3413005000	G/L Account: 430120
\$32,500	Fund: 209	Cost Center: 3413005000	G/L Account: 498010

Expenditures

\$75,686	Fund: 209	Cost Center: 3413005000	G/L Account: 519999
\$21,814	Fund: 209	Cost Center: 3413005000	G/L Account: 599999

Transfer

\$32,500	Fund: 105	Cost Center: 1011001000	G/L Account: 561209
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$65,000 from the Virginia Department of Criminal Justice Services.

APPROPRIATION
12-B2233JJ10
CASASTART Truancy Prevention Program
\$65,000

WHEREAS, the City of Charlottesville has been awarded \$65,000 from the Virginia Department of Criminal Justice Services.

WHEREAS, the funds will be used to operate the CASASTART Truancy Prevention Program. The grant award covers the period from July 1, 2011 through June 30th, 2012.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$65,000 is hereby appropriated in the following manner:

Revenue – \$65,000

Fund: 209 Cost Center: 3413004000 G/L Account: 430120

Expenditures - \$65,000

\$57,064	Fund: 209	Cost Center: 3413004000	G/L Account: 519999
\$1,000	Fund: 209	Cost Center: 3413004000	G/L Account: 530100
\$6,936	Fund: 209	Cost Center: 3413004000	G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$65,000 from the Virginia Department of Criminal Justice Services.

APPROPRIATION
Workforce Development Programs Funding – FY 2012

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia, that the following amounts shall be permitted to be carried over and expended in the General Fund’s respective internal orders in the following fiscal year (FY 2012) for the purpose continued funding of various workforce development programs:

2000074	CRHA Training Access	\$2,000
2000075	Buford/CHS SWP	\$10,000
2000077	CATEC: TWE	\$3,616
2000078	CHS: Medical Sciences	\$500
2000100	Re-Entry Program	\$30,060

BE IT FURTHER RESOLVED, that the following are transferred in the following manner:

Transfer From

\$32,209.93 Fund: 105 I/O: 2000074

Transfer To

\$20,573.00 Fund: 426 WBS: P-00385
\$11,636.93 Fund: 105 I/O: 2000105

Transfer From

\$8,395.81 Fund: 105 I/O: 2000075

Transfer To

\$8,395.81 Fund: 105 I/O: 2000105

APPROPRIATION
Charlottesville/Albemarle Adult Drug Treatment Court Grant Award
\$182,500

WHEREAS, the Supreme Court of Virginia awarded the Byrne Grant in the amount of \$182,500 for the Charlottesville/Albemarle Drug Court Treatment Court in order to fund salaries, benefits, and operating expenses; and

WHEREAS, the City of Charlottesville serves as the fiscal agent for this grant program; and

WHEREAS, the City of Charlottesville and Albemarle County both have dedicated local matches to this grant, totaling \$118,599; and

WHEREAS, the grant award covers the period July 1, 2011 through June 30, 2012.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$182,500, received as a grant from the Supreme Court of Virginia, is hereby appropriated in the following manner:

Revenues

\$182,500 Fund: 209 Internal Order: 1900174 G/L Account: 430120

Expenditures

\$182,500 Fund: 209 Internal Order: 1900174 G/L Account: 530550

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$182,500 from the Supreme Court of Virginia.

APPROPRIATION
12-B2233JJ10
Teens GIVE Service Learning and Life Skills Program
\$65,000

WHEREAS, the City of Charlottesville has been awarded \$65,000 from the Virginia Department of Criminal Justice Services.

WHEREAS, the funds will be used to operate the Teens GIVE Service Learning and Life Skills Program. The grant award covers the period from July 1, 2011 through June 30th, 2012.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$65,000 is hereby appropriated in the following manner:

Revenue – \$65,000

Fund: 209 Internal Order: 1900173 G/L Account: 430120

Expenditures - \$65,000

Fund :209 Internal Order: 1900173 G/L Account: 519999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$65,000 from the Virginia Department of Criminal Justice Services.

**A RESOLUTION
AUTHORIZING THE CONVEYANCE OF A TEMPORARY CONSTRUCTION
EASEMENT ACROSS CITY PROPERTY (CITY YARD) TO
JEFFERSON SCHOOL COMMUNITY PARTNERSHIP, LLLP**

WHEREAS, the City of Charlottesville is the owner of land identified as Parcel 20 on City Real Estate Tax Map 32, commonly known as the City Yard; and,

WHEREAS, the Jefferson School Community Partnership, LLLP has requested a temporary grading and construction easement across the City Yard property to facilitate renovation of the Jefferson School and construction of a parking garage on the Jefferson School property, as shown on plat dated January 13, 2011, of record in the Charlottesville Circuit Court Clerk's Office as Instrument #201102412, a copy of which is attached hereto; and,

WHEREAS, the temporary grading and construction easement will automatically expire upon completion of the project; and,

WHEREAS, the Public Works Department staff have no objection to the conveyance of the temporary easement across City Yard property; now, therefore,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that this Council hereby authorizes the Mayor to sign the following document, in form approved by the City Attorney:

Deed of Easement between the City of Charlottesville (Grantor) and the Jefferson School Community Partnership, LLLP (Grantee), granting a temporary grading and construction easement across City-owned property designated as Parcel 20 on City Real Estate Tax Map 32, as shown on the above-referenced recorded plat.

Prepared By: Charlottesville City Attorney's Office
August 8, 2011

Tax Map Parcel #: 320020000

**EXEMPT FROM STATE RECORDATION TAXES IMPOSED BY
VIRGINIA CODE SEC. 58.1-802 PURSUANT TO VIRGINIA
CODE SEC. 58.1-811(C)(4).**

THIS DEED OF EASEMENT, made and entered into this ____ day of _____, 2011, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), Grantor, and **JEFFERSON SCHOOL COMMUNITY PARTNERSHIP, L.L.L.P.**, a Virginia limited liability limited partnership, Grantee, whose address is Attn: Martin Burks, III, 108 6th Street, N.W., Charlottesville, Virginia 22902.

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the sum of One Dollar (\$1.00), cash in hand paid by the GRANTEE unto the GRANTOR, receipt of which is hereby acknowledged, and other good and valuable consideration, the GRANTOR does hereby GRANT and CONVEY unto the GRANTEE, the following described easement, to wit:

A temporary easement and right-of-way, approximately 18 feet x 58 feet, for construction and grading of land on property designated as Parcel 20 on City Real Estate Tax Map 32, located adjacent to the Jefferson School on 4th Street, N.W. Said easement and right-of-way is labeled "Temporary Grading & Construction Easement" on a Boundary Line Adjustment Plat dated January 13, 2011, made by Kirk Hughes & Associates, of record in the Clerk's Office for the Circuit Court of Charlottesville, Virginia as Instrument No. 201102412. This temporary easement and right-of-way shall expire automatically upon completion of construction of the parking garage on the Jefferson School site.

The easement and right-of-way hereby granted crosses a portion of the property conveyed to GRANTOR by deed from John Wood, Jr., *et al.*, dated November 26, 1879, of record in the Albemarle County Circuit Court Clerk's Office in Deed Book 76, Page 260. Said easement and right-of-way include: (1) the right of ingress and egress over, under and across the lands of the

GRANTOR for the purpose of exercising the rights herein granted; (2) the right to grade, fill, apply topsoil and seed for the purpose of re-grading the slope and stabilizing the soil to prevent erosion; and (3) the right to trim, top, re-trim and re-top or cut any trees, brush undergrowth or obstructions along said right-of-way which obstruct or interfere with the use of said right(s)-of-way by the GRANTEE.

The GRANTOR warrants that it is the owner of the interest hereby conveyed and has the right to make this conveyance and covenants that the GRANTEE shall have the permission and authority to use the premises for the uses herein stated. The GRANTOR, by execution of this instrument, acknowledges that the plans for the aforesaid project as they affect its property have been duly explained to its authorized representative.

Delay of the GRANTEE in the use or exercise of any rights or easement granted herein shall not result in the loss, limitation or abandonment of any right, title, interest, easement or estate herein granted. GRANTOR reserves the right to make use of the land subject to the rights herein granted, which use shall not be inconsistent with the rights herein conveyed or interfere with the use of the said easement by the City for the purposes aforesaid.

The GRANTEE shall cause minimal interruption in the GRANTOR'S enjoyment of the use of the remainder of its property. GRANTEE shall remove all trash and other debris of construction or repair from the easement area after construction, shall install and maintain construction fencing and erosion control measures, as necessary, throughout the construction period, and shall repair any damage to the remainder of GRANTOR'S property caused by GRANTEE'S exercise of its rights under this easement, all at GRANTEE'S expense.

By ordinance adopted September 6, 2011, the Charlottesville City Council approved the conveyance of the temporary grading and construction easement to the GRANTEE, and the City has caused this deed to be executed by its Mayor, Dave Norris, pursuant to such ordinance.

WITNESS the following signatures and seals.

GRANTOR: **CITY OF CHARLOTTESVILLE, VIRGINIA**

By: _____(SEAL)
Dave Norris, Mayor

STATE OF _____
City/County of _____

The foregoing was acknowledged before me on this _____ day of _____, 2011, by Dave Norris, Mayor, on behalf of the City of Charlottesville, Virginia.

My commission expires _____.

Notary Public
Registration #: _____

[This space intentionally left blank]

GRANTEE: **JEFFERSON SCHOOL COMMUNITY PARTNERSHIP, L.L.L.P.**

By: Jefferson City Center, Inc., Managing Partner

By: _____

Martin Burks, III

Its: _____

COMMONWEALTH OF VIRGINIA
City of Charlottesville, to-wit:

The foregoing instrument was acknowledged before me, a Notary Public in and for the aforesaid City and Commonwealth, by Martin Burks, III, as Managing Partner of Jefferson City Center, Inc., Managing Partner of Jefferson School Community Partnership, L.L.L.P., on this _____ day of _____, 2011.

Notary Public
Registration #: _____
My commission expires: _____

LEGEND:

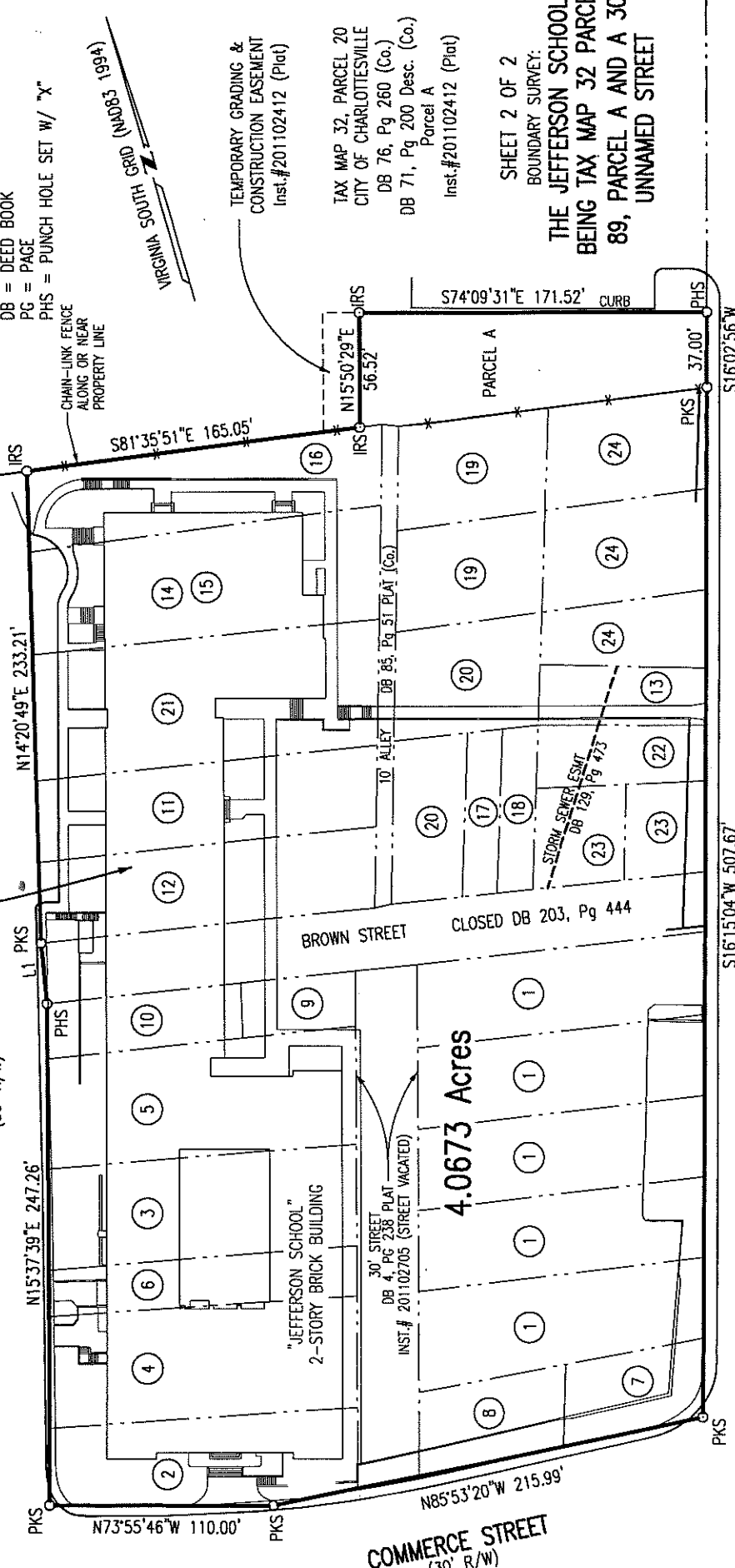
- IRF = IRON ROD FOUND
- IRS = IRON ROD SET
- PKS = PK MAG NAIL SET
- (21) = PARCEL REFERENCE (SEE SHEET 1)
- INST.# = INSTRUMENT NUMBER
- DB = DEED BOOK
- PG = PAGE
- PHS = PUNCH HOLE SET W/ "X"

TAX MAP 32, PARCEL 89
CITY OF CHARLOTTEVILLE
DB 840, Pg 797

5th STREET N.W.
(30' R/W)

LINE TABLE

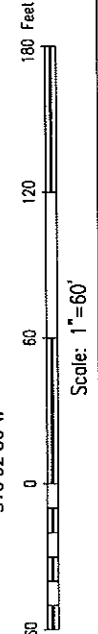
NUMBER	DIRECTION	DISTANCE
L1	N10°13'48"E	30.00'



TEMPORARY GRADING &
CONSTRUCTION EASEMENT
Inst.#201102412 (Plat)

TAX MAP 32, PARCEL 20
CITY OF CHARLOTTEVILLE
DB 76, Pg 260 (Co.)
DB 71, Pg 200 Desc. (Co.)
Parcel A
Inst.#201102412 (Plat)

SHEET 2 OF 2
BOUNDARY SURVEY:
**THE JEFFERSON SCHOOL,
BEING TAX MAP 32 PARCEL
89, PARCEL A AND A 30'
UNNAMED STREET**



4th STREET N.W.
(50' R/W)

DB 253; Pg 323, 327 PLAT
DB 261; Pg 516, 523 PLAT

COMMERCE STREET
(30' R/W)

4.0673 Acres

**RESOLUTION
AUTHORIZING PURCHASE OF LAND (4.515 ACRES)
IN MEADOW CREEK STREAM VALLEY
FROM CANNON/HEARTHWOOD LIMITED PARTNERSHIP**

WHEREAS, Cannon/Hearthwood Limited Partnership has offered to sell to the City of Charlottesville 4.515 acres of land designated as Parcel Y on the Boundary Line Adjustment Plat dated July 29, 2010, currently a portion of property designated on City Tax Map 41B as Parcel 5, to be combined with City-owned property designated on City Tax Map 41B as Parcel 6; and

WHEREAS, the subject property, more particularly described in Attachment A (Property Description), is located adjacent to other City Parkland in the Meadow Creek Stream Valley; and

WHEREAS, the valuation of the subject property was determined to be \$49,500.00, and Cannon/Hearthwood has agreed to sell the subject property to the City for that amount, which funds have been appropriated and are available in the Parks and Recreation budget; and

WHEREAS, City staff have recommended purchase of the subject property to provide improved greenbelt trail connectivity, increased green space, and allow for future stream restoration activity; now, therefore

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia, that the City hereby authorizes the purchase of approximately 4.515 acres of land from Cannon/Hearthwood Limited Partnership, as shown on the attached Plat and described in Attachment A to this Resolution. The City Manager or his designee is hereby directed to sign the Purchase Agreement and the City Attorney is hereby directed to take whatever steps are necessary to effect the closing of the conveyance of the subject property to the City.

AGREEMENT
Sale of Land to the City
(Portion of City TMP 41B-5)

THIS AGREEMENT is made as of the _____ day of _____, 2011, between **CANNON/HEARTHWOOD LIMITED PARTNERSHIP**, a Virginia partnership, hereinafter referred to as Seller, and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as Purchaser, or “City,” whose address is P.O. Box 911, Charlottesville, Virginia, 22902.

WITNESSETH:

WHEREAS, Seller is the owner of certain real property situated in the City of Charlottesville, Virginia, containing approximately 4.515 acres, more or less, being a portion of the property designated as Parcel 5 on City Tax Map 41B, and more particularly shown as “Parcel Y” on the attached plat made by Roudabush, Gale & Associates, Inc., dated July 29, 2010; and

WHEREAS, Seller has agreed to sell to the City for the purchase price of **Forty Nine Thousand Five Hundred 00/100 Dollars (\$49,500.00)** the above-described real property (the “Property”), located east of Michie Drive and north of Brandywine Drive in the City of Charlottesville, and Purchaser has agreed to purchase the Property from Seller, subject to the conditions outlined in Section II below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Seller and Purchaser do hereby set forth their agreement as follows:

I. AGREEMENT TO CONVEY

Seller agrees to convey by Special Warranty Deed to City, and City agrees to purchase from Seller, the real property referred to herein as the “Property”, which is more particularly described as follows, to-wit:

All that certain tract or parcel of land situated in the City of Charlottesville, Virginia, containing approximately 4.515 acres, more or less, located east of Michie Drive and north of Brandywine Drive, shown and designated as Parcel Y on the attached Plat made by Roudabush, Gale & Associates, Inc., dated July 29, 2010, attached hereto and made a part hereof.

The Property will be conveyed as-is, where-is, with all faults, and without any representation or warranty by Seller.

II. TERMS AND CONDITIONS

The City's obligations under this Agreement are expressly contingent upon all of the following conditions being met:

- (a) City's receipt of the results, satisfactory to it in its sole discretion, of a title examination to be performed by City at its own expense.
- (b) City's receipt of the results of an environmental review by City staff, and if deemed necessary by the City, a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by City at City's expense and such other testing and reports as may be reasonably required by City or recommended in the Phase I Report. Such Phase I Report may include the results of testing for any underground or aboveground storage tanks located on the Property.
- (c) Seller shall deliver (by facsimile mail, electronic mail or first class mail) to the City a proposed Special Warranty Deed for review at least ten (10) days prior to Closing.
- (d) Seller's agreement to sell the Property shall be submitted to the Charlottesville City Council for approval by resolution prior to December 31, 2011. If City Council rejects the terms of the sale/purchase of this land, for whatever reason, this agreement shall be null and void and each party shall be relieved of all obligations under this agreement.
- (e) Seller agrees to sign the subdivision plat prepared by the City, and record at Seller's expense the subdivision plat.

Each of the foregoing conditions is, and is intended by each of the parties to be, a condition precedent to the obligation of either party to proceed to Closing. City or Seller may elect not to proceed to Closing, without liability or penalty, if one or more of the above-referenced contingencies and/or conditions are not fulfilled to their satisfaction, which approval will not be unreasonably withheld, by delivering written notice to the other party.

III. CLOSING

- (a) Closing will take place in the Office of the City Attorney in City Hall (605 E. Main Street, Charlottesville, Virginia) within ninety (90) days of City Council approval, or as soon thereafter as all conditions of Section II of this agreement have been met to the satisfaction of both parties.
- (b) Upon satisfaction of all of the terms and conditions of this Agreement, the Seller at Closing shall deliver and convey to City, by Special Warranty Deed in a form acceptable

to City, marketable fee simple title to the Property free and clear of any and all encumbrances, subject only to standard permitted exceptions and existing easements. Seller shall deliver possession of the Property to the City as of the date of Closing.

- (c) At the Closing, Seller shall also deliver to City all documents reasonably requested by Purchaser, including, without limitation, a 1099-S filing form, a FIRPTA, a Virginia Non-resident Reporting Form (R-5E) and an Owner's Affidavit as to Mechanic's Liens and Possession reasonably acceptable to Purchaser's title company.
- (d) Seller's costs: (1) Preparation of Special Warranty Deed and other Seller's documents required hereunder, and (2) Grantor's tax.
- (e) City's costs: (1) Recording fees, and (2) title insurance examination and premium.
- (f) Promptly after Closing, City will encumber the Property with a conservation easement for the benefit of The Nature Conservancy. The terms of this subsection shall survive Closing.
- (g) Upon Closing, the terms of this Agreement shall merge with the deed and terminate (except with respect to subsection (f) immediately above).

IV. OTHER TERMS

This agreement is further contingent upon the following:

- (a) Seller shall pay any and all real estate taxes accrued and/or due on the Property up to and through the date of Closing. Prior to Closing, Seller shall pay all deferred taxes, penalties and interest, if any, existing, owed or outstanding with respect to the Property.
- (b) From the date of this Agreement through Closing, risk of loss or damage to the property by fire, windstorm, casualty or other cause is assumed by the Seller. From the date of this Agreement Seller shall not commit, or suffer any other person or entity to commit, any waste or damage to the Property or any appurtenances thereto. From the date of this Agreement, Seller shall not permit the manufacture, use, storage or disposal of hazardous wastes and/or toxic substances on or in the Property or in or near any adjoining waterways or drainage ditches.
- (c) No transfer or assignment of any rights or obligations hereunder shall be made by anyone having an interest herein, without the advance written consent of all other persons or entities having an interest herein.
- (d) This agreement shall be governed and interpreted by the laws of the Commonwealth of Virginia.
- (e) This agreement is binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

- (f) This Agreement contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not contained herein.

SIGNATURE PAGE

IN WITNESS WHEREOF, pursuant to the Statement of Partnership Authority filed with the State Corporation Commission, the Grantor, Cannon/Hearthwood Limited Partnership, has caused this Agreement to be executed by _____, _____.

[name]

[title]

CANNON/HEARTHWOOD LIMITED PARTNERSHIP

BY: _____

Title: _____

Date signed: _____

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____

Aubrey V. Watts, Jr., COO/CFO

Date signed: _____

Approved as to Form:

Funds are Available:

Francesca Fornari
Assistant City Attorney

Director of Finance

APPROVAL

CHAIRMAN, CITY OF CHARLOTTESVILLE DATE
PLANNING COMMISSION

SECRETARY, CITY OF CHARLOTTESVILLE DATE
PLANNING COMMISSION

OWNERS APPROVAL

The subdivision of land described herein is with the free consent and in accordance with the desire of the undersigned owners, proprietors, and trustees. All statements affixed to this plat are true and correct to the best of my knowledge.

City of Charlottesville

OWNERS APPROVAL

The subdivision of land described herein is with the free consent and in accordance with the desire of the undersigned owners, proprietors, and trustees. All statements affixed to this plat are true and correct to the best of my knowledge.

Cannon/Hearthwood Limited Partnership

**PLAT SHOWING
BOUNDARY LINE ADJUSTMENT BETWEEN
TAX MAP 41B PARCEL 5 AND PARCEL 6
CHARLOTTESVILLE, VA.**

SITE DATA

1). LEGAL REFERENCE:

TAX MAP 41B PARCEL 6
ZONED:(R-3)

OWNER

City of Charlottesville
P.O. Box 911
Charlottesville, Virginia. 22902

SOURCE OF TITLE

Instr.#2009005593

PLATS OF RECORD

D.B. 410 Pg.316
D.B. 446 Pg.526
Instr.#2009002823

2). LEGAL REFERENCE:

TAX MAP 41B PARCEL 5
ZONED: (R-3)

OWNER

Cannon/Hearthwood Limited Partnership
763 Madison Road #205
Culpeper, Virginia. 22701

SOURCE OF TITLE

D.B. 672 Pg.806

PLATS OF RECORD

D.B. 420 Pg.367
D.B. 326 Pg.418

CURRENT SETBACKS (R-3, ZONING)

FRONT: 25'

SIDE: 10' MIN. AGAINST RESIDENTIAL (See City Zoning Matrix)
25' NON RESIDENTIAL
20' CORNER LOT, STREET SIDE

REAR: 25'

NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 20____

My Commission Expires _____, _____

NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 20____

My Commission Expires _____, _____

LINE TABLE

LINE	BEARING	DISTANCE
L1	N14 °49 '37"W	26.83
L2	N20 °51 '24"E	156.73
L3	N32 °21 '28"E	163.65
L4	N02 °49 '50"E	42.30
L5	N57 °20 '15"W	27.70
L6	N11 °12 '22"W	42.53
L7	N31 °13 '41"E	332.53
L8	S80 °54 '45"W	73.00

ROUDABUSH, GALE & ASSOCIATES, INC.

ENGINEERS, SURVEYORS AND LAND PLANNERS



A PROFESSIONAL CORPORATION
SERVING VIRGINIA SINCE 1958



914 MONTICELLO ROAD - CHARLOTTESVILLE, VIRGINIA 22902

PHONE 434-977-0205 - FAX 434-296-5220 - EMAIL INFO@ROUDABUSH.COM

Q\JPowell\6053_CONSERV

SHEET INDEX:

SHEET 1 -- COVER SHEET

SHEET 2 -- VICINITY MAP
& NOTES

SHEET 3 -- PLAT

JULY 29, 2010

FILE: #6053-A

SHEET 1 of 3

PLAT SHOWING BOUNDARY LINE ADJUSTMENT BETWEEN TAX MAP 41B PARCEL 5 AND PARCEL 6 CHARLOTTESVILLE, VA.

AREA SUMMARY (TMP 41B-5)

Parcel 5' 13.165 Ac. (Tax Records)
-Parcel Y' 4.515 Ac. (Survey)

=Parcel 5' 8.650 Ac. (Revised)

AREA SUMMARY (TMP 41B-6)

Parcel 6' 18.290 Ac. (Tax Records)
+Parcel Y' 4.515 Ac. (Survey)

=Parcel 6' 22.805 Ac. (Revised)

SOURCE OF SURVEY INFORMATION

BOUNDARY - FIELD SURVEY
ROUDABUSH, GALE AND ASSOCIATES, INC.
JUNE 2010.

DATUM

HORIZONTAL AND VERTICAL ELEMENTS
BASED ON VA. STATE PLANE COORDINATE
SYSTEM (NAD'83, VA. SOUTH ZONE).

REQUIRED COORDINATE POINTS

- ① N=3909681.1080 E=11486994.1048, ELEV=410.30
- ② N=3910395.1689 E=11487115.7864
- ③ N=3910856.3896 E=11487430.9737
- ④ N=3910094.6395 E=11487263.2142

FLOOD ZONES:

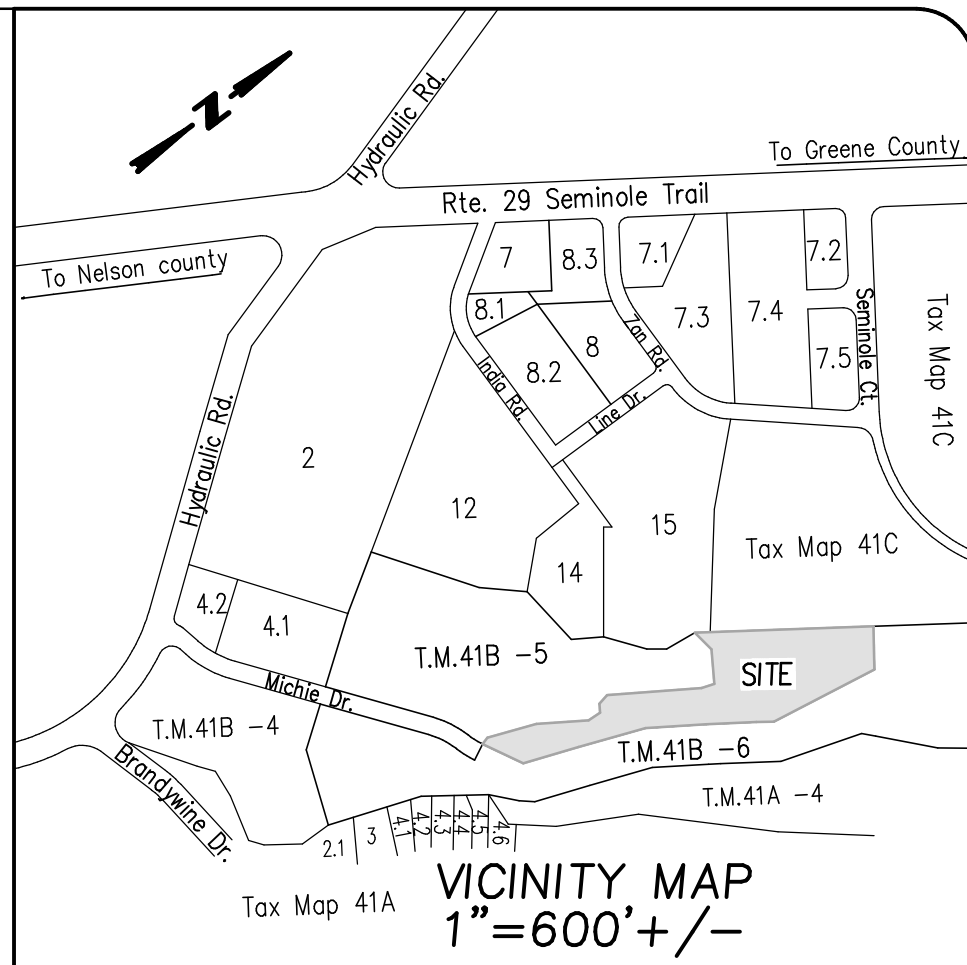
*THE PROPERTY SHOWN HEREON LIES PARTIALLY IN FLOOD INSURANCE RATE MAP ZONE X OTHER AREAS (areas determined to be outside the 0.2% annual chance floodplain.)
ZONE X OTHER FLOOD AREAS (areas of 0.2% chance flood) and
ZONE AE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (Base Flood Elevations Determined.)
AS SHOWN ON FIRM MAP NUMBER 51003C0278D.
EFFECTIVE DATE: FEB. 04, 2005. ACCORDING TO THIS MAP A FLOODWAY IS PRESENT ON THIS SITE.

STREAM BUFFER

*THE STREAM BUFFER SHOWN HEREON SHALL BE MAINTAINED IN ACCORDANCE WITH CHAPTER 10 OF THE CITY CODE, THE CITY OF CHARLOTTESVILLE'S WATER PROTECTION ORDINANCE.

NOTES:

- 1). EASEMENTS AND UTILITIES OTHER THAN THOSE SHOWN MAY EXIST.
- 2). NO TITLE REPORT USED IN THE PREPARATION OF THIS PLAT.
- 3). IRON PINS SET AT ALL NEW CORNERS.
- 4). PARCEL 'Y', BEING A 4.515 ACRE PORTION OF TAX MAP 41B PARCEL 5 IS TO BE ADDED TO AND BECOME A PART OF TAX MAP 41B PARCEL 6
- 5). IF. DENOTES IRON FOUND, IS. DENOTES IRON SET.



ROUDABUSH, GALE & ASSOCIATES, INC.
ENGINEERS, SURVEYORS AND LAND PLANNERS



A PROFESSIONAL CORPORATION
SERVING VIRGINIA SINCE 1958



914 MONTICELLO ROAD - CHARLOTTESVILLE, VIRGINIA 22902
PHONE 434-977-0205 - FAX 434-296-5220 - EMAIL INFO@ROUDABUSH.COM

Q\JPowell\6053_CONSERV

JULY 29, 2010

FILE: #6053-A

SHEET 2 of 3

NAD 83 Va. South Zone
Instr. # 2009002823

TMP.41B-14
SEMINOLE SQUARE
JAMES JESSUP
DB.500 Pg.96-97(plat)

TMP.41B-15
Giant Seminole
Limited Partnership
DB.511Pg.451

TMP.41C-3
Pepsi Cola Bottling
Co-Central Va.
Instr.#2009002823

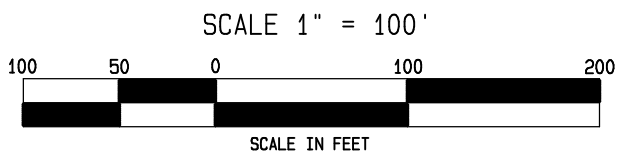
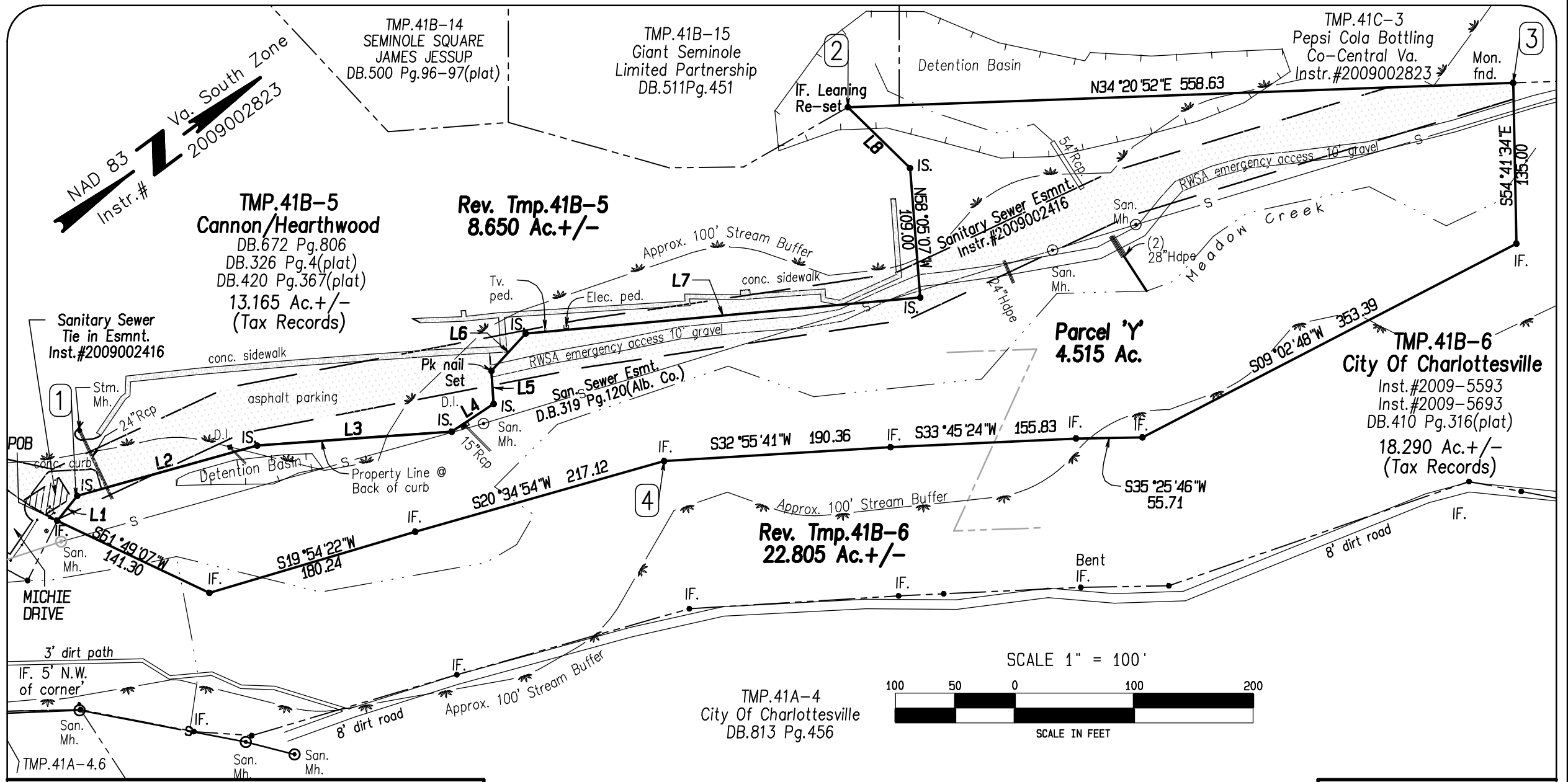
**TMP.41B-5
Cannon/Hearthwood**
DB.672 Pg.806
DB.326 Pg.4(plat)
DB.420 Pg.367(plat)
13.165 Ac.+/-
(Tax Records)

**Rev. Tmp.41B-5
8.650 Ac.+/-**

**Parcel 'Y'
4.515 Ac.**

**TMP.41B-6
City Of Charlottesville**
Inst.#2009-5593
Inst.#2009-5693
DB.410 Pg.316(plat)
18.290 Ac.+/-
(Tax Records)

TMP.41A-4
City Of Charlottesville
DB.813 Pg.456



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**PLAT SHOWING
BOUNDARY LINE ADJUSTMENT BETWEEN
TAX MAP 41B PARCEL 5 AND PARCEL 6
CHARLOTTESVILLE, VA.**

**JULY 29, 2010
SCALE: 1" = 100'
FILE: #6053-A
SHEET 3 of 3**

Q:\JPowell\6053_CONSERV

Legal Description of Parcel Y, a 4.515 Acre portion of the Cannon/Hearthwood property, identified as Tax Map 41B, Parcel 5. Parcel Y is to be added to and become a part of property owned by the City of Charlottesville identified as Tax Map 41B, Parcel 6.

Commencing at the Point of Beginning, a found iron at the end of Michie Drive at the Southern end of Parcel Y, thence along newly created property lines internal to Tax Map 41B, Parcel 5;

North 14°49'37" West, a distance of 26.83 feet to a set iron;

Thence North 20°51'24" East, a distance of 156.73 feet to a set iron at the back of a concrete curb;

Thence North 32°21'28" East, a distance of 163.65 feet to a set iron at the back of a concrete curb;

Thence North 02°49'50" East, a distance of 42.30 feet to a set iron at the back of a concrete curb;

Thence North 57°20'15" West, a distance of 27.70 feet to a set PK nail at the back of a concrete curb;

Thence North 11°12'22" West, a distance of 42.53 feet to a set iron;

Thence North 31°13'41" East, a distance of 332.53 feet to a set iron;

Thence North 58°05'07" West, a distance of 109.00 feet to a set iron;

Thence South 80°54'45" West, a distance of 73.00 feet to a found iron being a common corner with Tax Map 41B, Parcel 15;

Thence North 34°20'52" East, a distance of 558.63 feet along the line with Tax Map 41B, Parcel 15 and Tax Map 41C, Parcel 3 to a found monument being a common corner to Tax Map 41C, Parcel 3;

Thence South 54°41'34" East, a distance of 135.00 feet to a found iron being a common corner to Tax Map 41B, Parcel 6;

Thence South 09°02'48" West, a distance of 353.39 feet to a found iron being a common corner to Tax Map 41B, Parcel 6;

Thence South 35°25'46" West, a distance of 55.71 feet to a found iron being a common corner to Tax Map 41B, Parcel 6;

Thence South 33°45'24" West, a distance of 155.83 feet to a found iron being a common corner to Tax Map 41B, Parcel 6;

Thence South 32°55'41" West, a distance of 190.36 feet to a found iron being a common corner to Tax Map 41B, Parcel 6;

Thence South 20°34'54" West, a distance of 217.12 feet to a found iron being a common corner to Tax Map 41B, Parcel 6;

Thence South 19°54'22" West, a distance of 180.24 feet to a found iron being a common corner to Tax Map 41B, Parcel 6;

Thence South 61°49'07" West, a distance of 141.30 feet to the Point of Beginning.

Parcel Y containing 4.515 ACRES, more or less.

**RESOLUTION
ACCEPTING HILLSDALE DRIVE
OFF HYDRAULIC ROAD
INTO THE CITY STREET SYSTEM FOR MAINTENANCE**

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, on recommendation of the Director of Neighborhood Development Services and the Director of Public Works, that Hillsdale Drive (located in the City of Charlottesville off Hydraulic Road), which has been built to the specifications and standards required by City-approved plans, is hereby accepted into the City street system for maintenance. The street hereby accepted is shown on the attached drawing by Neighborhood Development Services dated June 2011.

RESOLUTION

WHEREAS, Jackson P. Burley was a distinguished educator, church worker and leader in the Charlottesville community in the first half of the 20th century; and

WHEREAS, Jackson P. Burley was a member of the “Four Hundred Club” of elite African-American businessmen in Charlottesville; and

WHEREAS, Jackson P. Burley High School, significant to the history of integration of Charlottesville schools, is named in his memory; and

WHEREAS, a request has been submitted to this Council to honor the memory of Mr. Jackson P. Burley by placing an honorary street name sign on that section of Rose Hill Drive from Preston Avenue to Madison Avenue, and the request meets all of the requirements under the City’s Honorary Street Name Policy; now, therefore,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that Council hereby approves designating that portion of Rose Hill Drive from Preston Avenue to Madison Avenue with the honorary name of Jackson P. Burley Drive.

RESOLUTION

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that this Council hereby approves the Fiscal Year 2012 Performance Contract between Region Ten and the Virginia Department of Mental Health, Mental Retardation & Substance Abuse Services (VDMHMRSAS), a copy of which is available in the City Manager's Office.brow

RESOLUTION

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Charlottesville that funds be transferred within the Capital Improvement Program as follows:

Transfer From:

Amount	Fund	Cost Center/Project	G/L Account
\$ 13,206.19	425	P-00156	599999
\$ 6,766.04	425	P-00178	599999
\$23,140.86	426	P-00204	561425

Transfer To:

Amount	Fund	Cost Center/Project	G/L Account
\$23,140.86	425	P-00130	498010
\$43,113.09	425	P-00130	599999

RESOLUTION

**Allocation of Council Priority Initiatives Funding for Silverbacks Football Team
Up to \$2,500**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of not more than \$2,500 is hereby paid from currently appropriated funds in the Council Priority Initiatives Account in the General Fund:

Fund: 105

Cost Center: 10110010000

G/L Account: 599999

RESOLUTION
Transfer of Funds to ClearPoint Performance Measurement Scorecard Account
in the Capital Projects Fund
\$12,000

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Charlottesville that funds be transferred within the Capital Improvement Program as follows:

Transfer From:

Amount	Fund	Project	G/L Account
\$12,000	429	CT-001	561426

Transfer To:

Amount	Fund	Project	G/L Account
\$12,000	426	P-00610	498010
\$12,000	426	P-00610	599999

RESOLUTION
Police Locker Room Project
Transfer of \$12,365.40

WHEREAS, the City of Charlottesville Police Department has committed additional funding in the amount of \$12,365.40 to the Police Department Locker Room Project to cover the additional project scope of adding a keyless entry system.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$12,365.40 received from the Police Department is hereby appropriated in the following manner:

Transfer To - \$12,365.40

Fund: 425	Project: P-00327-11 (CP-004)	G/L Account: 489010
Fund: 425	Project: P-00327-11 (CP-004)	G/L Account: 599999

Transfer From - \$12,365.40

Fund: 105	Cost Center: 3101001000	G/L Account: 520990
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Transfer To - \$12,365.40

Fund: 105	Cost Center: 9803030000	G/L Account: 561425
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**AN ORDINANCE
AUTHORIZING THE CONVEYANCE OF
CITY-OWNED PROPERTY ON ELLIOTT AVENUE
TO HABITAT FOR HUMANITY**

WHEREAS, the City of Charlottesville is the owner of property currently designated as Parcel 266C on City Real Property Tax Map 29, a portion of which is identified as Lot 2 on the attached subdivision plat dated October 11, 2010, revised October 20, 2010 (hereinafter the “Property”); and

WHEREAS, City Council adopted an ordinance on March 7, 2011 authorizing conveyance of Lot 2 to Southern Development Group, Inc., but Southern Development Group, Inc. has changed its development plan and has notified the City it will not be pursuing acquisition of Lot 2; and

WHEREAS, Greater Charlottesville Habitat for Humanity, Inc. (“Habitat”) wishes to acquire the Property in order to partner with Southern Development Group, Inc. in the development of an expansion of the Burnet Commons subdivision, under which development plan the Property (Lot 2) will be used for landscaping, neighborhood entrance signage, and/or an Art in Place location; and

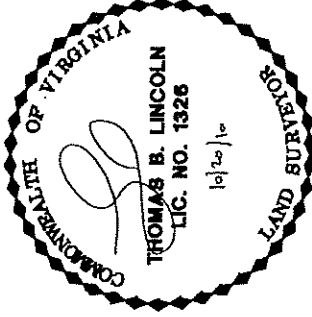
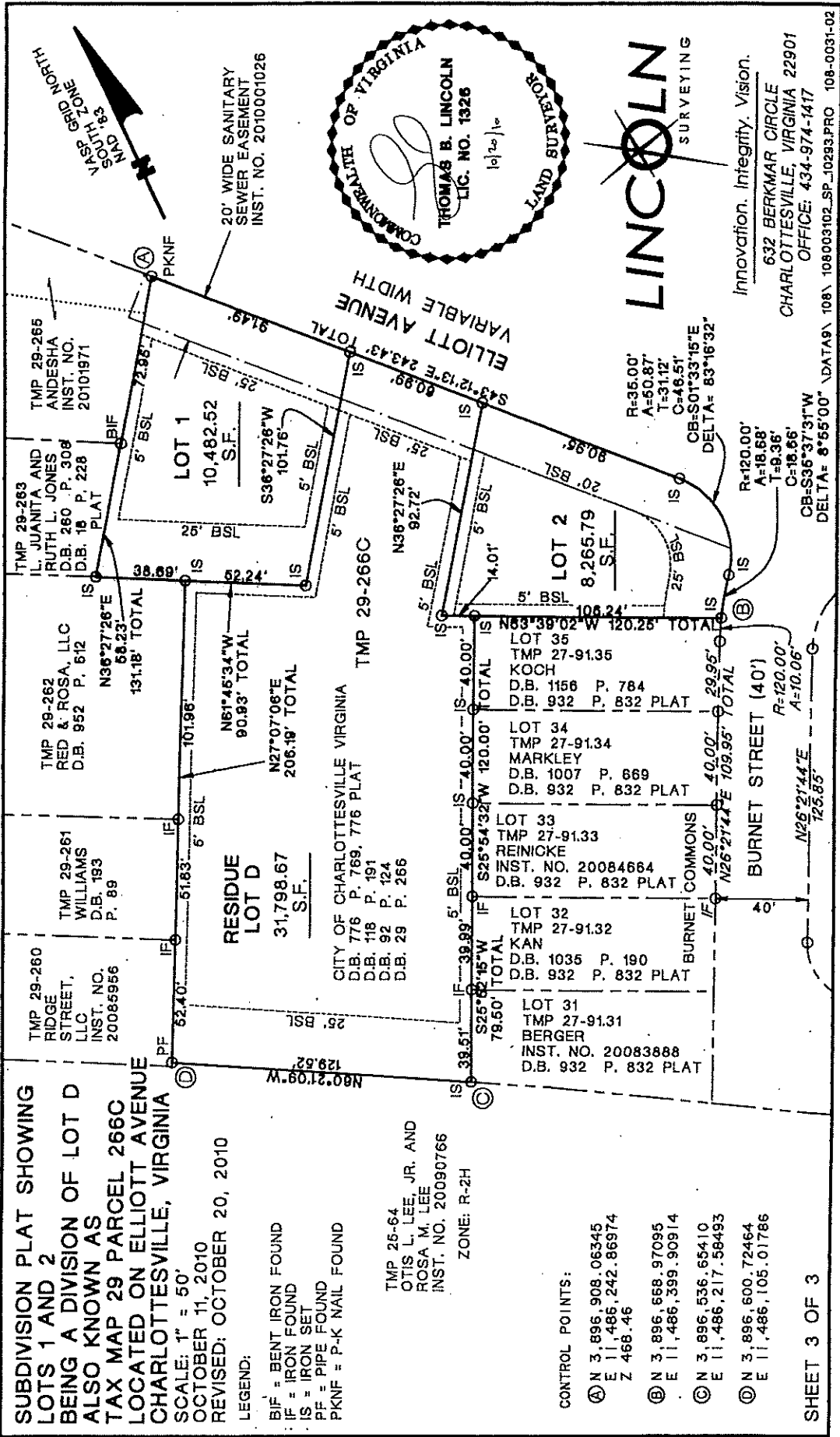
WHEREAS, the sale of the Property will fulfill certain elements of City Council’s Strategic Plan (Quality Housing Opportunities); and

WHEREAS, in accordance with Virginia Code Section 15.2-1800(B), a public hearing was held on August 1, 2011 to give the public an opportunity to comment on the proposed conveyance of the City property as requested by Habitat; and,

WHEREAS, the City Engineer, the Department of Neighborhood Development Services and the Public Utilities Manager have reviewed the proposed conveyance and have no objection thereto;

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that the Mayor is authorized to execute a deed of gift, in form approved by the City Attorney, to transfer said Property, designated on the attached subdivision plat as Lot 2 (a portion of existing Parcel 266C on 2011 City Tax Map 29), being approximately 8,265.79 square feet in area, to Greater Charlottesville Habitat for Humanity, Inc. Prior to the transfer of the Property, a Memorandum of Intent among the City, Habitat, and Southern Development Group, shall be executed, incorporating terms substantially similar to those outlined in the staff memo presented to Council on June 20, 2011. The City Attorney is hereby authorized to take whatever steps are necessary to effect the closing of said property conveyance; and

BE IT FURTHER ORDAINED that the Ordinance adopted March 7, 2011, authorizing the conveyance of Lot 2 to Southern Development Group, Inc. is hereby **RESCINDED**.



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 CHARLOTTESVILLE, VIRGINIA 22901
 OFFICE: 434-974-1417

**AN ORDINANCE
GRANTING A PERMANENT EASEMENT TO THE
RIVANNA WATER AND SEWER AUTHORITY FOR THE RELOCATION AND
ENLARGEMENT OF THE
SCHENK’S BRANCH INTERCEPTOR SEWER LINE.**

WHEREAS, the Rivanna Water and Sewer Authority (“RWSA”) has requested the City of Charlottesville to grant a permanent easement across a portion of McIntire Park and on City-owned property between the Park and Harris Street, as shown on the attached map dated July 18, 2011; and,

WHEREAS, the proposed easement will allow for the relocation and enlargement of a portion of the Schenk’s Branch Interceptor, a sewer collection line owned by RWSA and serving City residents; and,

WHEREAS, in accordance with Virginia Code Sec. 15.2-1800(B), a public hearing was held to give the public an opportunity to comment on the conveyance of this easement; and

WHEREAS, City staff have reviewed the request and have no objection to the conveyance of said easement to RWSA.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute one or more Deeds of Easement and such other documents as may be requested by RWSA, in form approved by the City Attorney, to convey the above-described easement to the Rivanna Water and Sewer Authority.

This document was prepared by:
Rivanna Water and Sewer Authority
695 Moores Creek Lane
Charlottesville, Virginia 22902

City Real Property Tax Map 45, Parcel 1 and Tax Map 34, Parcel 91

This **DEED OF EASEMENT**, made this ____ day of September 2011 by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation, Grantor (“Property Owner”) and **RIVANNA WATER AND SEWER AUTHORITY**, a body politic and corporate created pursuant to the Virginia Water and Waste Authorities Act, whose address is 695 Moores Creek Lane, Charlottesville, Virginia 22902, Grantee (the “Authority”).

WITNESSETH:

WHEREAS, the Property Owner has agreed to grant the Authority the easement shown and described on the attached map, dated July 18, 2011, attached hereto and will be used as the basis for the development of that recorded herewith (the “Plat”); and

WHEREAS, as shown on the map/Plat, the proposed easement crosses a portion of the property conveyed to Property Owner by deeds recorded in the Clerk’s Office of the Circuit Court of the City of Charlottesville in Deed Book 319, Page 96, and Deed Book 80, Page 87. Property Owner is the fee simple owner of the said property as of the date hereof.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Property Owner does hereby GRANT and CONVEY with GENERAL WARRANTY of TITLE unto the Authority a perpetual right of way and easement to construct, install, operate, maintain, repair, replace, relocate and extend a sewer line consisting of pipes, equipment, and appurtenances to such pipes and equipment, over, under and across the real property of Property Owner located in the City of Charlottesville, Virginia, and the County of Albemarle, Virginia, and to access any other adjacent easement held by the Authority, the location and width of the easement hereby granted and the boundaries of the property being more particularly described and shown on the Plat as Prop. Perm. Util. Ease. for Rivanna Water & Sewer Auth. (the “Sewer Easement”). Reference is made to the Plat for the exact location and dimension of the Sewer Easement hereby granted and the property over which the same crosses.

Easement Obstructions

Property Owner, its successors or assigns, agree that fences, buildings, overhangs or other improvements or obstructions shall not be located within the Sewer Easement. Prior to installation of the sewer line the Authority and the City will mutually agree on an acceptable landscaping plan for the Sewer Easement with (a) plantings selected from the Authority's list of approved plants for sewer line easements in the outer portions of the Sewer Easement, and (b) low ground cover in the area ten (10) feet on each side of the centerline of the proposed line. The Sewer Easement shall include the right of the Authority to cut any trees, brush and shrubbery, remove obstructions and take other similar action reasonably necessary to provide economical and safe sewer line installation, operation, and maintenance. It is the intent of both parties to preserve trees within the Sewer Easement consistent with the economical and safe installation, operation and maintenance of the sewer line, and to that end, prior to installation of the sewer line, representatives of the City, the Authority and the Virginia Department of Transportation will meet to determine which trees within the Sewer Easement can be retained consistent with such installation, operation and maintenance and the measures that can be utilized to protect those trees. The Authority shall have no responsibility to Property Owner, its successors or assigns, to replace or reimburse the cost of trees, brush, shrubbery, or other obstructions located in the Sewer Easement if cut or removed or otherwise damaged.

Easement Access and Maintenance

As part of the Sewer Easement the Authority shall have the right to enter upon the above-described property within the Sewer Easement for the purpose of installing, constructing, operating, maintaining, repairing, replacing, relocating and extending the above-described sewer line and appurtenances thereto, within the Sewer Easement; and in addition, the Authority shall have the right of ingress and egress thereto as reasonably necessary to construct, install, operate, maintain, repair, replace, relocate and extend such sewer lines. If the Authority is unable to reasonably exercise the right of ingress and egress over the right-of-way, the Authority shall have the right of ingress and egress over the property of Property Owner adjacent to the right-of-way, and shall restore surface conditions of such property adjacent to the right-of-way as nearly as practical to the same condition as prior to the Authority's exercise of such right.

Excavation

Whenever it is necessary to excavate earth within the Sewer Easement, the Authority agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions as nearly as practical to the same condition as prior to excavation, including restoration of such paved surfaces as may be damaged or disturbed as part of such excavation.

Ownership of Facilities

The facilities constructed within the Sewer Easement shall be the property of the Authority, its successors and assigns, which shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations and connections to or extensions of its facilities within the boundaries of the Sewer Easement as are consistent with the purposes expressed herein.

SIGNATURES ON FOLLOWING PAGE

WITNESS the following signatures and seals:

PROPERTY OWNER:

CITY OF CHARLOTTESVILLE, VIRGINIA

[By: _____(SEAL)]
[Name, title]

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this __ day of _____,
20_____, by _____.

Notary Public

My commission Expires:_____ Commission No.:_____

AUTHORITY:

RIVANNA WATER AND SEWER AUTHORITY

By: _____(SEAL)
Thomas L. Frederick, Jr., Executive Director

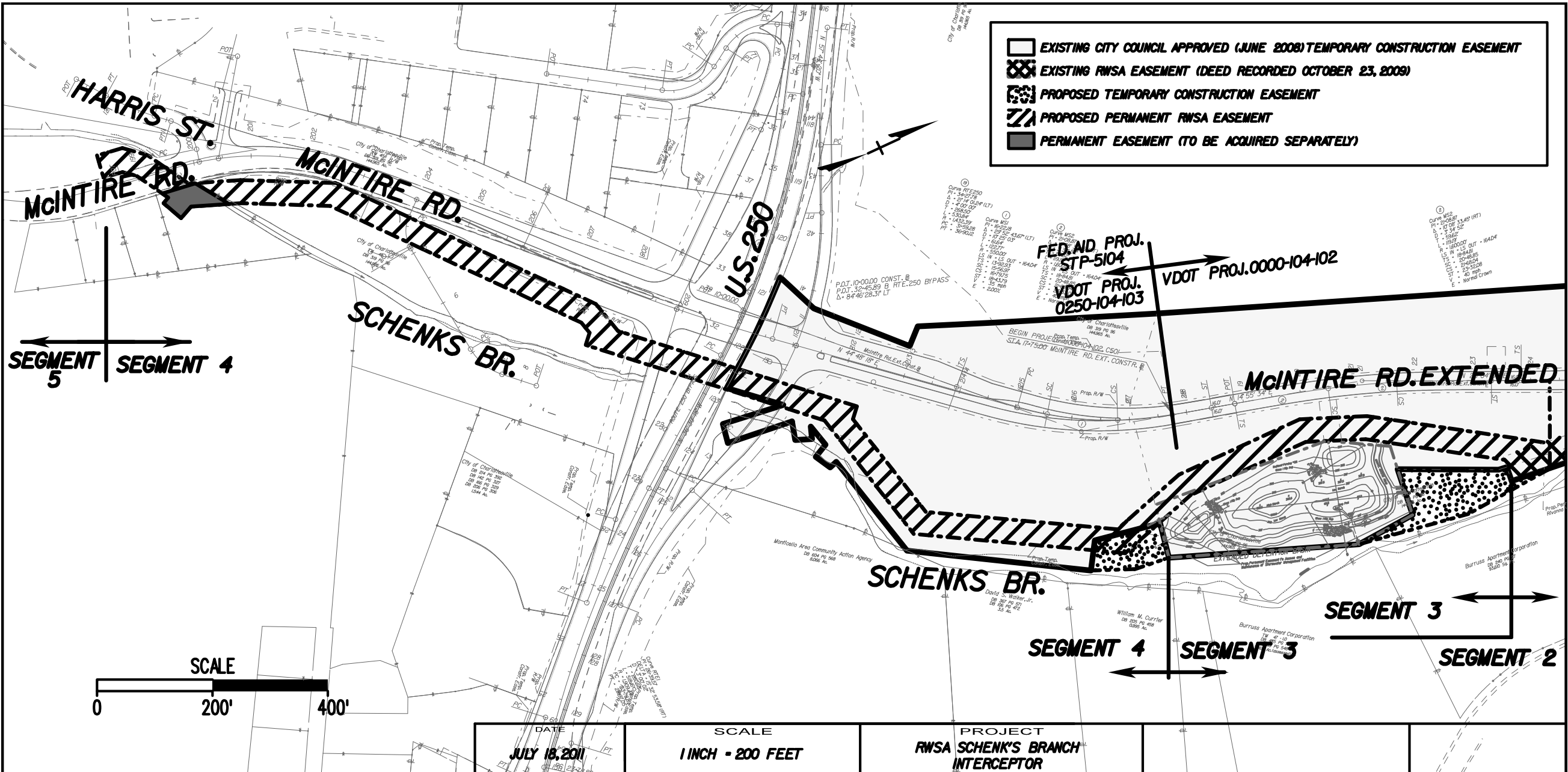
COMMONWEALTH OF VIRGINIA






COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was acknowledged before me this __ day of _____,
20_____, by _____ as _____ of Rivanna Water and
Sewer Authority.

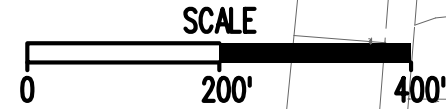
Notary Public

My commission Expires:_____ Commission No.:_____



-  EXISTING CITY COUNCIL APPROVED (JUNE 2008) TEMPORARY CONSTRUCTION EASEMENT
-  EXISTING RSA EASEMENT (DEED RECORDED OCTOBER 23, 2009)
-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT
-  PROPOSED PERMANENT RSA EASEMENT
-  PERMANENT EASEMENT (TO BE ACQUIRED SEPARATELY)

← SEGMENT 5 SEGMENT 4 →



DATE JULY 18, 2011	SCALE 1 INCH = 200 FEET	PROJECT RWSA SCHENK'S BRANCH INTERCEPTOR	
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FED. RD. PROJ.
STP-5104
VDOT PROJ.
0250-104-103

VDOT PROJ. 0000-104-102

← SEGMENT 3 →

← SEGMENT 4 SEGMENT 3 →

← SEGMENT 2 →

**AN ORDINANCE
AUTHORIZING THE GRANT OF A UTILITY EASEMENT
UNDER JEFFERSON PARK AVENUE AND
WEST MAIN STREET TO
THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA**

WHEREAS, the Rector and Visitors of the University of Virginia desire an easement for repair and maintenance of underground utility facilities which are located partially within the Jefferson Park Avenue and West Main Street rights-of-way in the City; and

WHEREAS, the City Engineer has reviewed and approved the request for the easement pursuant to the terms contained in the attached Deed of Easement; and,

WHEREAS, in accordance with Virginia Code section 15.2-1800, a public hearing was held before City Council to give the public an opportunity to comment on the grant of said easement; now, therefore

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute a Deed of Easement, in form approved by the City Attorney, to grant the Rector and Visitors of the University of Virginia the easement shown on the attached plat made by Timmons Group, dated June 14, 2010.

Prepared by Office of the General Counsel, University of Virginia
Tax Map: West Main Street (adjacent to 1224 Jefferson Park Avenue)

This deed is exempt from state recordation taxes pursuant to Virginia Code §§ 58.1-811(A)(1) and 58.1-811(C)(4).

THIS DEED made this ___ day of _____, 2011, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia, hereinafter called Grantor, and **THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA**, an educational institution of the Commonwealth of Virginia, Space and Real Estate Management, P.O. Box 400884, Charlottesville, Virginia 22904-4884 hereinafter called Grantee;

WITNESSETH:

That for the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant unto Grantee an easement for underground utilities, and such piping, conduit electrical and related facilities as Grantee desires to place therein, located within the right-of way of West Main Street and Jefferson Park Avenue and as shown on a plat prepared by Timmons Group, entitled "Plat Showing Variable Width Telecommunications Conduit Easements, City of Charlottesville, Virginia" and dated June 14, 2010, which is attached hereto and made a part of this deed.

The facilities constructed by Grantee shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, repair, improve and make such changes, alterations, additions to or extensions of its facilities within the boundaries of said easement which are consistent with the purposes expressed herein. All construction, maintenance, equipment and facilities shall comply with any applicable laws, regulations or codes.

Grantee shall restore Grantor's premises, including the right-of-way, as nearly to their original condition as possible, including backfilling of trenches, reconstruction of sidewalks, curbs or roads, reseeding of lands, removal of trash and debris, and removal of any of Grantee's equipment, accessories or appurtenances not consistent with the construction, maintenance or operation of said facilities or the exercise of any rights or privileges expressed herein. Grantee shall maintain said right-of-way and facilities in such repair as not to endanger or otherwise limit the enjoyment and use of adjacent properties.

Grantee shall have the right of ingress to and egress from said easement over the lands of the Grantor. Grantee shall exercise such right in such manner as shall not occasion injury or unreasonable inconvenience to the Grantor or the public. Grantee shall at Grantor's election pay for or repair any injury to any of Grantor's land, structures, roads, fences, sidewalks, curbs and other improvements caused by Grantee, its employees, agents or contractors. Grantee shall notify Grantor immediately of any such injury, and shall make said payment or repair as soon as reasonably possible but not to

exceed thirty (30) days after such injury occurs. Grantee shall be responsible for the payment of those claims for personal injury or death arising out of any act or omission of its employees or agents in connection with the exercise of its rights hereunder for which it is held liable under applicable law. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of Grantee.

Grantor, its successors and assigns may use said right-of-way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation or maintenance of Grantee's facilities. Grantor's use of the right-of-way as a public road shall not in any way be construed to constitute interference with the construction, operation or maintenance of Grantee's facilities.

This easement shall be in effect for a period of forty (40) years; however, if Grantee at any time discontinues use of all or any portion of the easement herein conveyed for a period of one (1) year, all of Grantee's rights and interest in said easement or portion thereof shall terminate and revert to Grantor, its successors and assigns, and Grantee shall at its expense remove any facilities and restore Grantor's property as nearly to its original condition as practicable, and on written request by Grantor, Grantee shall quitclaim and release same.

If either party at any time deems it necessary or advisable to relocate for convenience any of Grantee's facilities installed and used pursuant to this deed of easement, Grantee shall relocate such facilities to a route or place mutually agreed upon between Grantor and Grantee; provided Grantor, for no additional consideration, shall grant unto Grantee such easements as may be necessary to effect such relocation, subject to the same rights, privileges and conditions, as hereinabove set forth. If such relocation is for the convenience of Grantee, Grantee shall pay the costs of such relocation and restoration of Grantor's property. If such relocation is for the convenience of Grantor, Grantor shall reimburse Grantee the costs of such relocation and restoration of Grantor's property. Upon relocation of any of the facilities from any portion of the easement hereby granted, that portion of the easement shall automatically terminate and all rights, title and interest therein shall revert to Grantor. Upon receipt of written request from Grantor, Grantee shall execute a deed of quitclaim to evidence such reversion to Grantor.

Both Grantor and Grantee agree and attest that no other agreement, either written or implied, has been entered into by either or both parties except as expressed hereinabove.

Grantor covenants that it is seized of and has the right to convey this easement, that Grantee shall have quiet possession, use and enjoyment of this easement, and that Grantor shall execute such further assurances thereof as may be required.

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
SIGNATURES FOLLOW]*

IN TESTIMONY WHEREOF, the City of Charlottesville, Virginia, pursuant to an ordinance adopted by the Council on the _____ day of _____, 2011, has authorized this deed to be executed by Dave Norris, its Mayor, and its seal affixed and attested by Paige Barfield, Clerk of said Council.

WITNESS the following signatures and seals:

THE RECTOR AND VISITORS OF
THE UNIVERSITY OF VIRGINIA

Michael Strine
Executive Vice President &
Chief Operating Officer

STATE OF VIRGINIA
COUNTY/CITY OF _____, to wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by Michael Strine, Executive Vice President and Chief Operating Officer, for The Rector and Visitors of the University of Virginia.

My commission expires: _____.

Registration Number: _____

NOTARY PUBLIC

Reviewed and Approved as to
Form and Legal Sufficiency:

Steven L. Rosenberg
Associate General Counsel and
Special Assistant Attorney General

CITY OF CHARLOTTESVILLE,
VIRGINIA

Dave Norris
Mayor

STATE OF VIRGINIA

COUNTY/CITY OF _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Dave Norris for the City of Charlottesville.

My commission expires:_____.

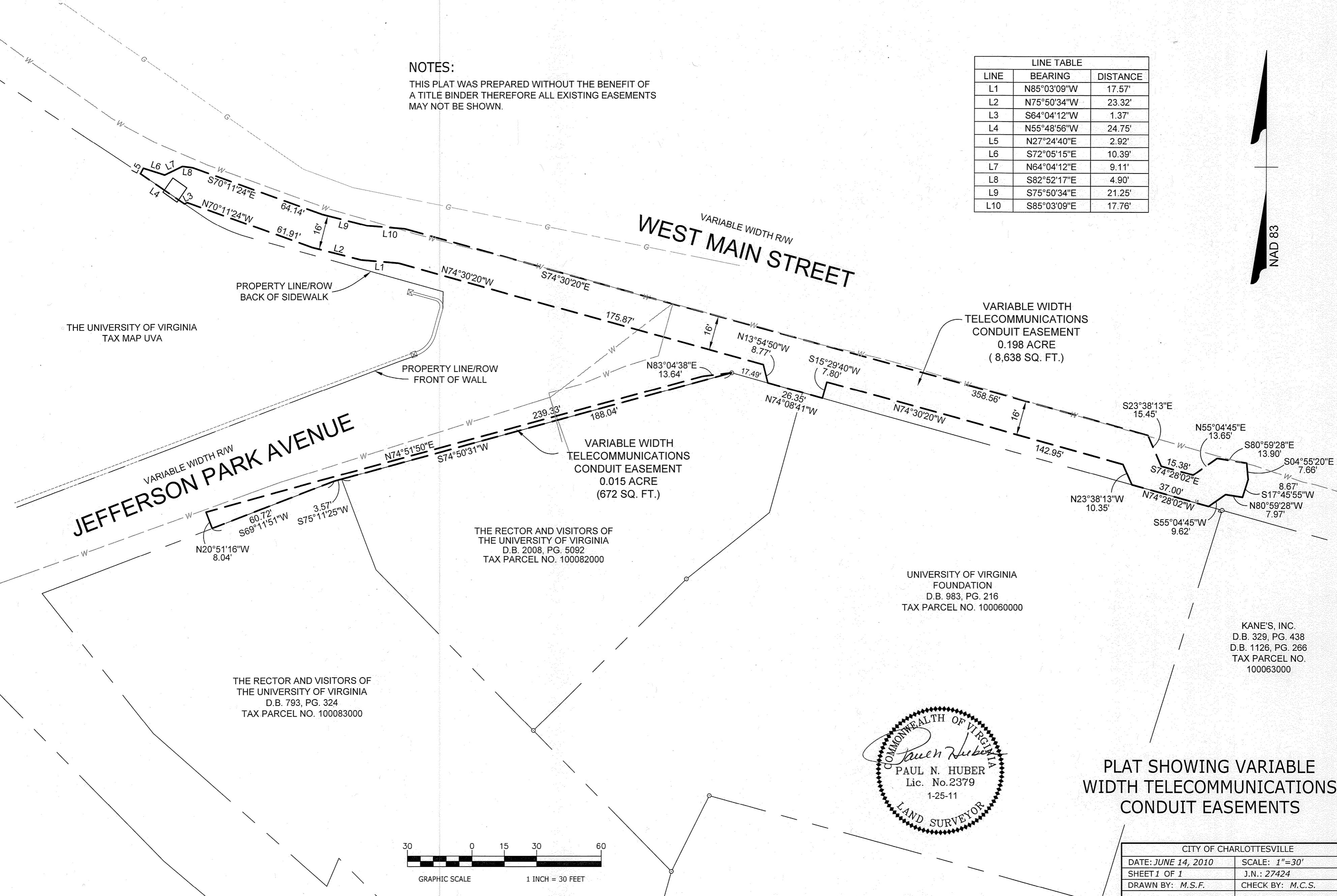
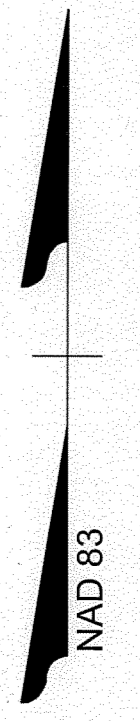
Registration Number _____

NOTARY PUBLIC

Y:\190127424\dwg\27424V-XPESMT.dwg | Plotted on 1/25/2011 10:35 AM | by Marilyn Farmer

NOTES:
 THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF
 A TITLE BINDER THEREFORE ALL EXISTING EASEMENTS
 MAY NOT BE SHOWN.

LINE	BEARING	DISTANCE
L1	N85°03'09"W	17.57'
L2	N75°50'34"W	23.32'
L3	S64°04'12"W	1.37'
L4	N55°48'56"W	24.75'
L5	N27°24'40"E	2.92'
L6	S72°05'15"E	10.39'
L7	N64°04'12"E	9.11'
L8	S82°52'17"E	4.90'
L9	S75°50'34"E	21.25'
L10	S85°03'09"E	17.76'



THE UNIVERSITY OF VIRGINIA
 TAX MAP UVA

PROPERTY LINE/ROW
 BACK OF SIDEWALK

PROPERTY LINE/ROW
 FRONT OF WALL

VARIABLE WIDTH
 TELECOMMUNICATIONS
 CONDUIT EASEMENT
 0.198 ACRE
 (8,638 SQ. FT.)

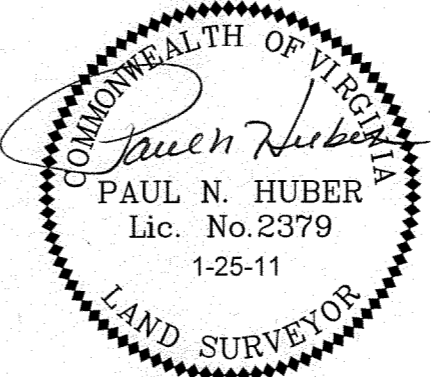
VARIABLE WIDTH
 TELECOMMUNICATIONS
 CONDUIT EASEMENT
 0.015 ACRE
 (672 SQ. FT.)

THE RECTOR AND VISITORS OF
 THE UNIVERSITY OF VIRGINIA
 D.B. 2008, PG. 5092
 TAX PARCEL NO. 100082000

UNIVERSITY OF VIRGINIA
 FOUNDATION
 D.B. 983, PG. 216
 TAX PARCEL NO. 100060000

THE RECTOR AND VISITORS OF
 THE UNIVERSITY OF VIRGINIA
 D.B. 793, PG. 324
 TAX PARCEL NO. 100083000

KANE'S, INC.
 D.B. 329, PG. 438
 D.B. 1126, PG. 266
 TAX PARCEL NO.
 100063000



**PLAT SHOWING VARIABLE
 WIDTH TELECOMMUNICATIONS
 CONDUIT EASEMENTS**

CITY OF CHARLOTTESVILLE	
DATE: JUNE 14, 2010	SCALE: 1"=30'
SHEET 1 OF 1	J.N.: 27424
DRAWN BY: M.S.F.	CHECK BY: M.C.S.

TIMMONS GROUP
 YOUR VISION ACHIEVED THROUGH OURS.
 THIS DRAWING PREPARED AT THE
CORPORATE OFFICE
 1001 Builders Parkway, Suite 300 | Richmond, VA 23225
 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com
 Site Development | Residential | Infrastructure | Technology

**A RESOLUTION
COUNCIL PRIORITIES
FOR CDBG FUNDS
FY 12-13**

WHEREAS, the City of Charlottesville a U.S. Department of Housing and Urban Development (HUD) Entitlement Community for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs and as such expects to receive an award of funding July 1, 2012; and

WHEREAS, in accordance with the City of Charlottesville's Citizen Participation Plan for HUD funding, the CDBG Task Force composed of citizen and community representatives will need to review potential projects and make recommendations for funding in Spring 2012;

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the priorities and spending allowances for FY 2012-2013 shall be as follows:

- Council's priorities for the CDBG program for FY 12-13 shall be Workforce Development with an Emphasis on Health Care Jobs, Construction of New Affordable Units, and Neighborhood Stabilization.
- Council's priorities for the HOME program for FY 12-13 shall be Tenant Based Rental Assistance.
- For FY 12-13, the Priority Neighborhood shall be Fifeville and the allocation amount shall be \$200,000.
- The CDBG Admin and Planning budget shall be set at 20% of the total entitlement.
- The Social Programs budget shall be set at 15% of the total entitlement.

**RESOLUTION
OF THE CITY COUNCIL OF THE
CITY OF CHARLOTTESVILLE, VIRGINIA**

WHEREAS, the Waynesboro Redevelopment and Housing Authority (the "Authority"), has considered the application of Charlottesville – Blue Ridge Commons, LLC, a Virginia limited liability company (the "Company") requesting the issuance of the Authority's multifamily housing revenue bonds in an amount not to exceed \$7,150,000 (the "Bonds") to assist in financing the acquisition, rehabilitation and equipping of a multifamily residential rental facility for persons of low and moderate income located in the City of Charlottesville, Virginia and known as Blue Ridge Commons Apartments (the "Project"), and has held a public hearing regarding the project; and

WHEREAS, the Bonds shall not represent or constitute a debt or pledge of faith and credit or any taxing power of the Authority, the City of Charlottesville, Virginia, the Commonwealth of Virginia or any political subdivision of the Commonwealth of Virginia; and

WHEREAS, the Council of the City of Charlottesville, Virginia (the "Council") has determined to make certain findings and determinations as required by Section 36-23 of the Code of Virginia of 1950, as amended (the "Virginia Code") in order to permit the Authority to issue the Bonds; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the governmental unit having jurisdiction over the area in which the Project to be financed is located must approve the issuance of the Bond; and

WHEREAS, the Council constitutes the highest elected governmental unit of the City of Charlottesville, Virginia; and

WHEREAS, the Company has requested that the Council approve the issuance of the Bonds; and

WHEREAS, a public hearing was held on behalf of the Council and an affidavit of publication of notice of such public hearing has been submitted to the Council and such notice apprised the residents of the City of Charlottesville of the public hearing with respect to the issuance of the Bonds, in compliance with all legal requirements, including Section 147(f) of the Code and the public hearing was conducted in a manner which provided a reasonable opportunity for persons with differing views on the Project to be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA:

1. The Council hereby finds and determines (a) that insanitary or unsafe inhabited dwelling accommodations exist in the City of Charlottesville, Virginia and there is a shortage of safe or sanitary dwelling accommodations in such municipality available to persons of low

income at rentals they can afford; and (b) that these conditions can be best remedied through the exercise of the aforesaid Authority's powers within the territorial boundaries of the City of Charlottesville, Virginia.

2. The Council approves the issuance of the Bonds by the Authority for the benefit of the Company, as required by Section 147(f) of the Code and all applicable provisions of the Virginia Code, to permit the Authority to assist in the financing of the Project.

3. The Council's approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Project or the Company.

4. This resolution shall take effect immediately upon its adoption.

Adopted by the City Council of the City of Charlottesville, Virginia this 6th Day of September, 2011.

Clerk, City Council of the City of Charlottesville, Virginia

[SEAL]

APPROVAL

Re: \$7,150,000 Waynesboro Redevelopment and Housing Authority Multifamily Housing Revenue Bonds (Blue Ridge Commons Project) Series 2011 (the "Bonds")

Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended the undersigned Dave Norris, Mayor of the City of Charlottesville, Virginia (the "applicable elected representative" within the meaning of said Section 147(f) of the Internal Revenue Code), hereby approves the issuance of the \$7,150,000 Waynesboro Redevelopment and Housing Authority Multifamily Housing Revenue Bonds (Blue Ridge Commons Project) Series 2011 as of the date set forth below.

By:

Dave Norris,

Mayor of the City of Charlottesville, Virginia

Dated: September 6, 2011

**A RESOLUTION
AUTHORIZING THE CONVEYANCE OF A TEMPORARY CONSTRUCTION
EASEMENT IN MCINTIRE PARK TO THE COMMONWEALTH OF VIRGINIA**

WHEREAS, the City of Charlottesville is the owner of McIntire Park; and,

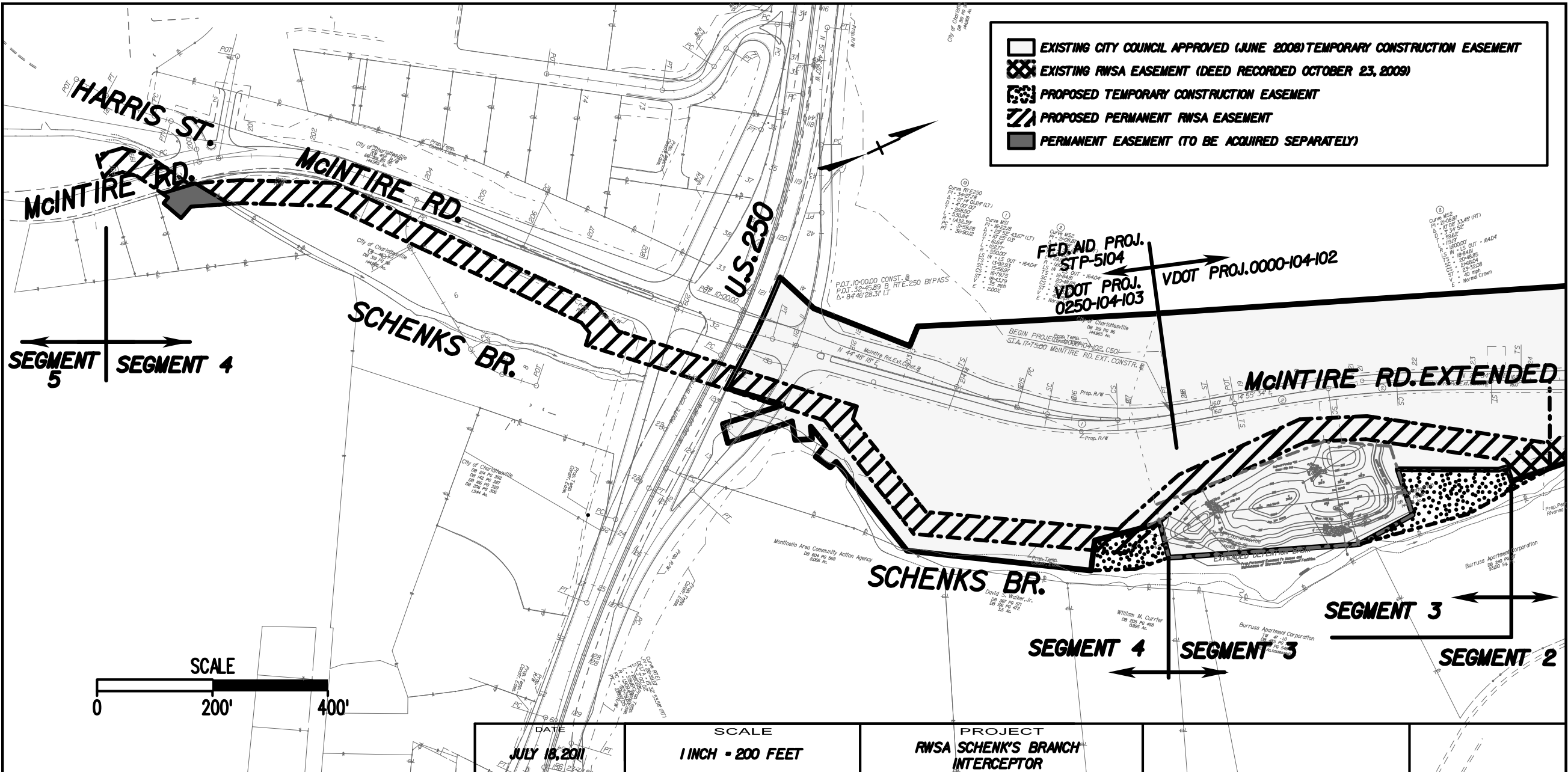
WHEREAS, the Commonwealth of Virginia, through its Department of Transportation, has requested a temporary right and easement to use approximately 0.54 acres within McIntire Park for the relocation and upgrade of a portion of the Schenk's Branch Interceptor sewer line by change order to the McIntire Road Extended project; and,






WHEREAS, the relocation and upgrade of the Interceptor is pursuant to the terms and conditions of a Consent Order between the Virginia Department of Environmental Quality and the Rivanna Water and Sewer Authority; and,

WHEREAS, the City has requested the Commonwealth of Virginia to add this sewer work to the Department of Transportation's current roadway contract for building the McIntire Road Extended project, as the most efficient and financially prudent means of accomplishing the required work.

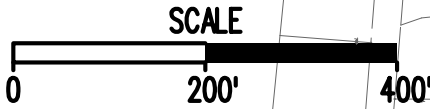
NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that a temporary right and easement is granted to the Commonwealth of Virginia, Department of Transportation, to use approximately 0.54 acres within McIntire Park for the relocation and upgrade of a City sewer connection to the Schenk's Branch Interceptor. The Mayor is hereby authorized sign the following document, in form approved by the City Attorney:

Agreement between the City of Charlottesville, as "Grantor" and the Commonwealth of Virginia, as "Grantee", granting a temporary construction easement across and through McIntire Park for construction of the Schenk's Branch Interceptor. The approximate location of the easement area is shown on a drawing dated July 18, 2011 and titled "Proposed Schenk's Branch Interceptor Easement".



-  EXISTING CITY COUNCIL APPROVED (JUNE 2008) TEMPORARY CONSTRUCTION EASEMENT
-  EXISTING RSA EASEMENT (DEED RECORDED OCTOBER 23, 2009)
-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT
-  PROPOSED PERMANENT RSA EASEMENT
-  PERMANENT EASEMENT (TO BE ACQUIRED SEPARATELY)

← SEGMENT 5 SEGMENT 4 →



DATE JULY 18, 2011	SCALE 1 INCH = 200 FEET	PROJECT RWSA SCHENK'S BRANCH INTERCEPTOR		
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RESOLUTION

THEREFORE BE IT RESOLVED by the City Council of the City of Charlottesville that any applicant seeking support of a Low Income Tax Credit Project follow the process below:

- All Low Income Tax Credit projects will be submitted to the Charlottesville Housing Advisory Committee (HAC) no later than December 1st of the year prior to the application submittal to the Virginia Housing Development Authority.
- Each application will be evaluated by staff and a committee of the HAC to determine compliance with adopted City Council Housing Goals and Policies.
- The HAC subcommittee will make a report to the Council reporting which applications meet the Council Goals and Policies and recommending which, if any, should be offered financial support, if requested by the applicant.
- City Council will review this information no later than the first Council meeting in March and may authorize the City Manager to endorse any application it deems appropriate. Council may also agree to provide funding to a project, if requested, pending project approval. Funding would be reserved from the next fiscal year CHF funding, if appropriated by City Council.

Adopted the _____ day of September, 2011