

entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area; and

WHEREAS, the Council believes that the property known as 2200 Ingram Avenue, identified as Tax Parcel No. S000-0863/001 in the 2023 records of the City Assessor and as shown on the survey entitled “Oak Grove Townhome Subdivision, 2200 Ingram Avenue, S0000863001, City of Richmond, VA,” prepared by Nyfeler Survey, and dated March 9, 2023, a copy of which is attached to this resolution, is an area (i) for which the industrial, commercial or other economic development of such area will benefit the city but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area, and (ii) in which private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area; and

WHEREAS, the Council believes that it is in the best interests of the citizens of the City of Richmond that the Council designate the aforementioned property as a revitalization area pursuant to section 36-55.30:2 of the Code of Virginia (1950), as amended;

NOW, THEREFORE,

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

That the Council hereby designates the property known as 2200 Ingram Avenue, identified as Tax Parcel No. S000-0863/001 in the 2023 records of the City Assessor and as shown on the survey entitled “Oak Grove Townhome Subdivision, 2200 Ingram Avenue, S0000863001, City of Richmond, VA,” prepared by Nyfeler Survey, and dated March 9, 2023, a copy of which is attached to this resolution, as a revitalization area pursuant to section 36-55.30:2 of the Code of Virginia (1950), as amended.

BE IT FURTHER RESOLVED:

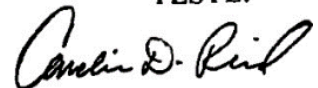
That the Council hereby determines that the industrial, commercial or other economic development of the area consisting of the aforementioned property will benefit the city, but that such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area.

BE IT FURTHER RESOLVED:

That the Council hereby determines that the aforementioned property consists of an area in which private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

A TRUE COPY:

TESTE:



City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2023-1338

File ID: Admin-2023-1338

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 08/24/2023

Subject: Summary

Final Action:

Title:

Internal Notes: To request a resolution from the City Council designating the 5.108-acre site at 2200 Ingram Avenue as a Revitalization Area under Virginia Code §36-55.30:2 to secure Virginia Housing financing for the development of a 243-unit multifamily development serving low-income individuals and families.

Code Sections:

Agenda Date: 09/11/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Attachments 2200 Ingram Avenue

Enactment Number:

Contact:

Introduction Date:

Drafter: Michelle.Peters@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/24/2023	Sherrill Hampton	Approve	8/25/2023
1	2	8/24/2023	Alecia Blackwell - FYI	Notified - FYI	
1	3	8/25/2023	Sharon Ebert	Approve	8/28/2023
1	4	8/25/2023	Caitlin Sedano - FYI	Notified - FYI	
1	5	8/25/2023	Lincoln Saunders	Approve	9/5/2023
1	6	9/7/2023	Mayor Stoney	Approve	9/5/2023

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2023-1338

O&R REQUEST

DATE: August 21, 2023 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sharon L. Ebert, Deputy Chief Administrative Officer, Economic Development and Planning Portfolio

FROM: Sherrill Hampton, Director
Department of Housing and Community Development

RE: Designating the 5.108-acre site at 2200 Ingram Avenue, as a Revitalization Area according to Virginia Code §36-55.30:2 to secure Virginia Housing (formerly VHDA) financing for the 243-unit multifamily development serving low-income individuals and families.

ORD. OR RES. No.

PURPOSE: To request a resolution from the City Council designating the 5.108-acre site at 2200 Ingram Avenue as a Revitalization Area under Virginia Code §36-55.30:2 to secure Virginia Housing financing for the development of a 243-unit multifamily development serving low-income individuals and families.

REASON: Pursuant to the approved Ordinance No. 2022-258 that directed the sale of the City-owned real estate located at 2200 Ingram Avenue to Oak Grove Partners, LLC for the purpose of facilitating the construction of an affordable multifamily residential development. Oak Grove Partners, LLC is seeking the 4% tax credits to finance the development of the 243 units.

RECOMMENDATION: Approval is recommended.

BACKGROUND: The property was formerly an elementary school and is currently vacant. The proposed development at 2200 Ingram Avenue will include the demolition of the former school and the transformation of the 5.108-acre Oak Grove parcel into 243 newly constructed affordable rental units for individuals and families with incomes at 50, 60, and 70 percent of the Area Median Income with 30-year income restrictions averaging no more than 60% of the Area Median Income (AMI) for the Richmond-Petersburg Metropolitan Statistical Area. Additional uses on the site include a minimum of fifteen (15) townhomes/condos to be sold to families at or below 80% of AMI.

The applicant is currently seeking approval for tax credits from Virginia Housing for the development of the multifamily rental units and is working with the Department of Planning and Development Review to obtain a Special Use Permit (SUP).

The development will provide 243 multifamily units with 25 units or 10% of the units restricted to persons earning 50% of the Area Median Income (AMI). 193 units or 80% of the units will be restricted to persons earning 60% of the Area Median Income, and 25 units, or 10% of the units restricted to persons earning 70% of the Area Median Income. At least 10% of the units will be 504 accessible for persons with disabilities. The site will have one multifamily building developed at the corner of Ingram Avenue, East 21st Street, and Joplin Avenue. The site will have the proposed townhouses developed along Ingram Avenue. The multifamily building will be four (4) stories in height with accessory off-street parking located in a surface lot at the corner of Mason Street, Ingram, and Joplin Avenue. An access easement will be provided through the proposed surface lot for the townhomes proposed in another phase. The exterior façade includes brick and fiber panels. This development will not include any vinyl siding. All of the 243 units will have market-rate-level design and features (stainless appliances, stone countertops, in-unit washer, and dryer), and at least 10% of the units will be compliant with HUD 504 accessibility regulations. The development will also include community space open for neighborhood meetings, after-school and social programming, a swimming pool, and a fitness center. The development will also have an extensive tree canopy, dedicated greenspace, and electric vehicle charging stations. This development will be Earthcraft Gold certified upon completion.

The development will include an on-site leasing office with management by Drucker and Falk.

The projected cost of the project is \$60 million dollars and will be financed with tax credit investments, a forgivable loan from the City’s second tranche of ARPA funding, and a deferred Developer’s Fee. This will be a 30-year affordable development with all of the units set aside for renters earning between 50%-70% of the Area Median Income (AMI). The development will provide the following unit mix:

Unit Mix

50% Units	Bedroom(s)	Bathroom(s)	# of Units
1	1	20	
2	2	4	
3	2	1	
50% Units Total		25	
60% Units	1	1	151
2	2	31	
3	2	11	
60% Units Total		193	
70% Units	1	1	15

2 2 7
3 2 3
70% Units Total 25

Total # of Units 243

This development includes one residential (housing) multifamily building with interior accessory uses interspersed throughout the building. No non-housing buildings are proposed for this development.

The planned development at 2200 Ingram Avenue will be located in a Revitalization Area in the City of Richmond, Virginia. The revitalization area currently meets the following conditions (i) (2) the industrial, commercial, or other economic development of such area will benefit the City but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate-income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

FISCAL IMPACT/COST: None

FISCAL IMPLICATIONS: No adverse fiscal implications are anticipated.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: There will be additional revenue to the City as it relates to property taxes.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: September 11, 2023

CITY COUNCIL PUBLIC HEARING DATE: September 25, 2023

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing, and Transportation

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Housing and Community Development and Planning and Development Review

RELATIONSHIP TO EXISTING ORD. OR RES.: 2022-258 and a Performance Grant request

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Land Use Administration Comment Letter #2, Ordinance #2022-258, Location Map, Proposed Site, and Unit Plans prepared by VHB, Plat for Oak Grove

STAFF: Michelle B. Peters, Deputy Director II - 646-3975



COMMENT LETTER #2

DATE: 7/18/2023	APPLICATION INFORMATION
APPLICANT:	Brian Jackson
APPLICANT ADDRESS:	2100 Cary St E Richmond, VA 23223
APPLICATION TYPE:	Special Use Permit
PROPERTY ADDRESS:	2200 Ingram Ave Richmond, VA 23224
PARCEL ID #:	S0000863001
CASE #:	SUP-127342-2023

PROPERTY INFORMATION:	
CURRENT ZONING:	R-5
PROPOSED ZONING:	R-5
CURRENT USE:	Vacant
PROPOSED USE:	Vacant
PROPERTY SQ. FT.:	222,492.7
PROPERTY ACREAGE:	5.1
PROPERTY NEIGHBORHOOD:	Oak Grove

RICHMOND 300 LAND USE RECOMMENDATIONS: Residential

Neighborhood consisting primarily of single-family houses on large- or medium-sized lots more homogeneous in nature. Houses on medium-sized and large-sized lots in a largely auto-dependent environment. Homes are setback from the street. Future developments continue and/or introduce a gridded street pattern to increase connectivity. Future single-family housing, accessory dwelling units, duplexes, and small multi-family residential buildings are built to a scale and design that is consistent with existing buildings. Bicycle and pedestrian access are prioritized and accommodated. Low residential density means that it is not possible to provide frequent transit within these areas; however, frequent transit may be found at the edges of these areas within more intense future land use designations. Many homes have driveways and/or garages, which are located off an alley behind the home if an alley is present. Buildings are generally one to three stories. Lot sizes generally range up to 5,000 to 20,000+ sq. ft. Residential density of 2 to 10 housing units per acre.

Primary Uses: Single-family houses, accessory dwelling units, and open space.
Secondary Uses: Duplexes and small multi-family buildings (typically 3-10 units), institutional, and cultural. Secondary uses may be found along major streets.

REVIEWING AGENCY	REVIEWER	CONTACT INFO	COMMENTS
LAND USE ADMINISTRATION	Shaianna Trump	646-7319 / shaianna.trump2@rva.gov	APPROVED.
DPW- ROW MANAGEMENT	Doug Mawby	646-6917 / doug.mawby@rva.gov	CONDITIONALLY APPROVED. 1. Note that a construction plan review will be required for this project. This will be the DEVR process that is managed by DPW. During this review the specific details of how this is to be constructed will be fleshed out.
SANITARY SEWER	James Kvaternik	james.kvaternik@rva.gov	APPROVED. 1. Deep laterals shall be ductile iron until the depth is less than 10-feet. Please add this to your detail. 2. No invert/design information for the proposed storm connection at new doghouse manhole on Ingram Ave.

Please contact individual reviewers directly for questions. Any subsequent submissions will generate another review by the above-mentioned agencies, and all comments are subject to change. Should you have any questions or if you would like to schedule a meeting before resubmitting your proposal, please do not hesitate to contact me at 804-646-7319 or Shaianna.trump2@rva.gov

Sincerely,

Shaianna Trump
Associate Planner



March 10, 2022

To: City of Richmond Chief Administrative Officer
c/o Matthew Welch, Department of Economic Development

From: Erica Sims, Chief Executive Officer, Maggie Walker Community Land Trust
Bernard Harkless, Principal, Lynx Ventures, Inc.

Re: Proposal to purchase and redevelop 2200 Ingram Avenue to create for-rent and for-sale affordable housing

Maggie Walker Oak Grove Partners (“Oak Grove Partnership”) – a partnership between the Maggie Walker Community Land Trust and Lynx Ventures – is proud to present this proposal to transform the vacant Oak Grove School at 2200 Ingram into modern affordable housing featuring both rental and for-sale opportunities. The Maggie Walker Community Land Trust (“MWCLT”) and Lynx Ventures (“Lynx”) both have a long track record of successfully accomplishing ambitious projects with substantial community benefits.

The Maggie Walker Community Land Trust, a non-profit 501(c)(3), has brought homeownership to over 65 families across the Metro Richmond region, with permanently affordable properties that have been sold at prices on average 50% lower than the median metro sales price, to buyers making on average 50% less than the region’s AMI. With racial equity as a core part of its mission, over half of buyers are persons of color reaching their homeownership goals through innovative financial structures that are proven to close the racial and generational wealth gap. MWCLT’s board and staff are active members of the community, either leading or deeply involved in such organizations as Peter Paul Child Development Center, RAR, LISC, VCC, RVA Thrives, HD Advisors, and the Partnership for Housing Affordability, among many others. It is proud to be partners and frequent collaborators with HOME, BHC, Project:HOMES, Habitat for Humanity, RCDA, Eagle Construction, and serves as the official land bank for the City of Richmond, the County of Henrico, and the County of Chesterfield. MWCLT’s community land trust model provides stable housing and wealth-building for families experiencing housing insecurity, and passes that on to future owners through permanent affordability.

Lynx Ventures, a mission-oriented firm committed to inclusive and thoughtful development, has created over 1,100 mixed-income units in the Richmond region over its 20-year history. It has successfully developed five properties under the LIHTC program, with two more underway. Lynx is experienced with public-private partnerships, including multiple performance grant agreements in three different localities. Its principals serve in leadership roles in multiple civic organizations, including: board chair of the Partnership for Affordable Housing; board chair of Storefront for Community Design; Director and Executive Committee member of Venture Richmond; and board members of Richmond 300, ChamberRVA and DHCD. Lynx has a long history of community-centric development in South Richmond, including over 500 jobs created at Hatch Kitchen and Clopton Siteworks. The firm is experienced in handling complex developments, with most of its projects incorporating multiple phases, uses, income levels, lenders, and investors. It has built a reputation as a firm that sets and achieves ambitious goals centered around community benefits.



Oak Grove Partnership proposes to transform the 5.1-acre site of the vacant Oak Grove School into high-quality affordable housing. The development would bring a minimum of 15 affordable townhomes/condos for sale to families at or below the 80% AMI level, under a land trust model that both builds wealth for new homeowners. An adjacent multifamily component would create a minimum of 220 for-rent units reserved for households making an average of 60% of AMI. The energy-efficient rental units will feature amenities including pool and patio, fitness center, community room, greenspace, granite countertops, in-unit washer/dryers, and EV chargers. 10% of the rental units will be Universal Design, accessible to persons with disabilities. Under the LIHTC program, the project will leverage state and federal funding. It follows the goals and guidelines set out by the Richmond 300 plan, in a Priority Area under the City's Consolidated Plan, and creates new affordable and accessible opportunities in a neighborhood experiencing significant pressure from rising tax assessments.

Preservation is always a goal for the partners, who have completed more than 30 adaptive re-use projects comprising the rehabilitation of over 1 million square feet of historic building shells. Unfortunately, in this case Oak Grove Partnership has determined that it is not economically feasible to salvage the current structure without prohibitive costs that would erode the possibilities for community benefits. While it understands and respects that the school bears historic significance for the neighborhood, the long period of neglect makes a rehabilitation financially impractical, and Oak Grove Partnership proposes razing the structure. The team believes that it is important to honor the history of the school and its important role in the neighborhood, and commits to incorporate its legacy into a new project while also accomplishing today's goals of creating quality affordable housing for the future of Oak Grove

Oak Grove Partnership has strong relationships with residents and community organizations in Southside Richmond and the Oak Grove neighborhood. The team will establish an inclusive planning process using community engagement to seek input and guidance from a wide range of neighborhood voices.

The Oak Grove Partnership developers have long track records of accomplishment. The partnership proposes a purchase agreement without any contingencies other than rezoning to allow the project. Oak Grove Partnership offers to enter into a performance agreement with the City to give citizens the assurance that it will follow through on the proposed development. With Baskervill architecture firm engaged on the project, the team stands ready to begin immediate work on planning and pre-development, and to act quickly in bringing new affordable rental and homeownership opportunities to Oak Grove.

Additional details of the proposal are set forth on the attached proposal outline.

Thank you for your consideration.

A handwritten signature in blue ink, appearing to read "Erica Sims", written over a horizontal line.

Erica Sims
Chief Executive Officer
Maggie Walker Community Land Trust

A handwritten signature in blue ink, appearing to read "Bernard Harkless", written over a horizontal line.

Bernard Harkless
Principal
Lynx Ventures, Inc.

Cc: Sharon Ebert, Deputy Chief Administrative Officer, City of Richmond



PROPOSAL OUTLINE

- Property:** 2200 Ingram Ave, Richmond VA 23224 (PID: S0000863001)
- Purchaser:** Maggie Walker Oak Grove Partners, LLC
- Seller:** City of Richmond
- Proposed Use:**
- New for-sale and for-rent affordable housing
 - ≥220 multifamily units with 30-year mixed-income rent restrictions averaging 60% of AMI
 - ≥15 townhomes/condos with ground lease at 80% of AMI
- Purchase Price:** Five Hundred Thousand Dollars (\$500,000)
- Good Faith Deposit:** Fifty Thousand Dollars (\$50,000)
- Closing Contingency:** Rezoning to allow for proposed use
- Economic Benefits:**
- Up-front purchase price of \$500,000 to City / Richmond Public Schools
 - Projected annual City tax revenue of ≥ \$250,000
 - Over \$45 million in investment
 - Leveraging over \$20 million in state and federal funds
 - Estimated 150+ construction jobs
 - New high-quality energy-efficient affordable housing for over 235 households

Project Contact:

Brian K. Jackson, Esquire
Hirschler
2100 E. Cary Street
Richmond, VA 23223
804.771.9545
Bjackson@hirschlerlaw.com



OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

DATE: March 14, 2022

TO: Mayor Levar M. Stoney
Members of Richmond City Council

FROM: J. E. Lincoln Saunders, Chief Administrative Officer *JELS*

CC: Sharon L. Ebert – DCAO, Economic & Community Development and Planning
Leonard L. Sledge – Director, Department of Economic Development
Matthew A. Welch – Senior Policy Advisor
Yvette A. Preston – Real Estate Analyst
Neil R. Gibson – Senior Assistant City Attorney

RE: Receipt of Unsolicited Offer for City-owned Real Estate Located at 2200 Ingram Avenue (Former Oak Grove Elementary School)

Pursuant to City Code section 8-58(a), please find this memorandum as notification of an unsolicited offer for the purchase of certain city-owned real estate, as described herein, recently submitted to the City.

SUBJECT PROPERTY

Address: 2200 Ingram Avenue (8th Council District)

Parcel Number: S0000863001

Acreage: 5.108 acres

Assessed Value: \$2,557,000 = Total Value (Assessment Year 2022)

\$734,000 = Assessed Land Value (Assessment Year 2022)
+ \$1,823,000 = Assessed Improvement Value (Assessment Year 2022)
Total: \$2,557,000

Zoning: R-5

**Current Use/
Description:** Not currently in use. A currently vacant building that was formerly Oak Grove Elementary school is located on the Subject Property.

Additional Info:

- Formerly Used as School/Deeded to City by RPS - As approved by a surplus resolution adopted by the School Board, Richmond Public Schools (RPS) conveyed to the City any and all interest RPS held in the Subject Property via quitclaim deed recorded in 2018. The City accepted such quitclaim deed pursuant to Ordinance No. 2017-235, adopted unanimously by City Council on Jan. 8, 2018.



OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

- Surplus City-owned Real Estate – The Subject Property is listed on the “2020 Biennial Real Estate Strategies Plan” submitted to City Council in accordance with City Code section 8-56(c) and subsequently approved by City Council via adoption of Res. No. 2021-R024, which approval deemed the parcels listed on such plan (including the Subject Property) as “surplus real estate” per City Code section 8-56(c).

Specifically, the 2020 Biennial Real Estate Strategies Plan includes the Subject Property in the subset of parcels labeled as “Category Two” (“Parcels + Assemblages of parcels with potential for future affordable multi-family rental units”).

UNSOLICITED OFFER

Offeror: Maggie Walker Oak Grove Partners, LLC (contact – Brian K. Jackson, Esquire)

*Maggie Walker Oak Grove Partners, LLC is described in the offer letter as a “partnership between the Maggie Walker Community Land Trust and Lynx Ventures”

Purchase Price: \$500,000

Note – Pursuant to City Code section 12-42(b)(1), the Director of Finance is required to credit funds received for the sale of former “school properties” (such as the Subject Property) to a special reserve assigned to support public schools.

Proposed Use: Offeror proposes to transform the 5.108 acres of the vacant Oak Grove School into new high-quality energy-efficient affordable housing to be sold and leased to over 235 households.

- 220+ multifamily rental units reserved for households making an average of 60% of AMI
- 15+ townhomes/condos for sale to families at or below 80% of AMI

Additional Info:

- Capital Investment – Offeror projects a total capital investment of over \$45M leveraging over \$20M in state and federal funds.
- Jobs – Offeror projects 150+ construction jobs.
- Tax Revenue – Offeror projects \$250,000+ in annual City tax revenue.



OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

Note – Pursuant to City Code section 12-42(b)(3), the Director of Finance is required to credit funds received for payment of real estate taxes from former “school properties” (such as the Subject Property) to a special reserve assigned to support the “educational curriculum and programing of public schools in the city.”

City staff from Real Estate Services will review the offer in greater detail and follow up with additional information as appropriate.

Please note that City Code section 8-58(c) states: “No ordinance to direct the sale of real estate to an offeror who has submitted an unsolicited offer may be introduced until the Council has adopted a resolution declaring such real estate to be surplus as described in Section 8-60” and “[t]he Council shall not act upon an unsolicited offer in accordance with Section 8-65 and other applicable provisions of this article until the Chief Administrative Officer first has proceeded in accordance with either Section 8-61 [Solicitation of offers by invitation for bids] or Sections 8-62 [Solicitation of offers by request for proposals – generally] and 8-63 [Solicitation of offers by request for proposals – Evaluation of proposals].”

In this case, the Subject Property has been deemed surplus pursuant to Res. No. 2021-024; however, no solicitation process has yet been initiation in accordance with City Code section 8-61 or 8-62 and 8-63. (Note that this is the second unsolicited offer that the City has received this year for this parcel of real estate.)

Real Estate Services has followed up with the Offeror to acknowledge receipt of offer and explained that City Code requires a competitive solicitation process be conducted before the property can be sold.

Attachments:

- Offer Letter (from Erica Sims, Chief Executive Officer with Maggie Walker Community Land Trust and Bernard Harkless, Principal with Lynx Ventures, Inc.) and Proposal Outline attached thereto
- Concept Study Map dated March 8, 2022
- Copy of a Good Faith Deposit Check

PURCHASE, SALE & DEVELOPMENT AGREEMENT

THIS PURCHASE, SALE & DEVELOPMENT AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 2023 (the “**Effective Date**”), between the **CITY OF RICHMOND, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (“**City**”) and **OAK GROVE PARTNERS, LLC**, a Virginia limited liability company (“**Purchaser**”).

RECITALS

- A. The City owns that certain real estate known as 2200 Ingram Avenue, consisting of approximately 5.108 acres, identified as Tax Parcel No. S000-0863/001 (the “**Property**”);
- B. By Resolution No. 2021-R024, adopted by the City Council for the City of Richmond (“**City Council**”) on April 16, 2021, Council approved the 2020 Biennial Real Estate Strategies Plan and declared the Property surplus;
- C. The Purchaser desires to construct and operate, on the Property, an affordable residential development consisting of (i) no less than 220 multifamily affordable rental units with 30-year rent restrictions averaging no greater than 60% of the area median income for the Richmond-Petersburg Metropolitan Statistical Area, as determined by the United States Department of Housing and Urban Development (“**AMI**”) and (ii) no less than 15 townhomes, condominiums, either or both, made available for sale to individuals or families at or below 80% of the AMI (the “**Affordable Housing Development**”);
- D. The City and Purchaser acknowledge and agree that the Purchaser intends to divide the Property (the “**Property Division**”), in order to create one or more parcels for the multifamily units (the “**Multifamily Parcel**”) and a separate parcel or parcels for the townhome/condominium units (the “**Townhome Parcels**”). As able, the City will cooperate with Purchaser to accomplish the Property Division, including with obtaining approval of a formal subdivision if necessary as required by City Code (the “**Subdivision Approval**”) prior to closing and, if necessary, such Subdivision Approval shall be a condition precedent to Purchaser’s obligation to Purchase the Property;
- E. The City desires to support Purchaser’s efforts toward creating permanent affordable housing opportunities in the city of Richmond through its construction and operation of the Affordable Housing Development;
- F. In support of those efforts, on September 26, 2022, City Council adopted Ordinance No. 2022-258, which directs the sale of the Property, to the Purchaser for the purpose of facilitating Purchaser’s construction of the Affordable Housing Development.

NOW, THEREFORE, in consideration of the foregoing recitals, which the parties acknowledge as true, the covenants and provisions contained herein, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Purchaser agree as follows:

1. **Agreement to Sell and Purchase; Property Defined.** City agrees to sell to Purchaser, and Purchaser agrees to purchase from City, subject to the terms and conditions of this Agreement, all of the City's rights, title and interest in the Property as more particularly described in Schedule A attached hereto and incorporated herein, which term includes all appurtenances pertaining thereto and all buildings and other improvements situated thereon.

2. **Purchase Price and Deposit.**

a. **Purchase Price.** The purchase price for the Property shall be FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) (the "Purchase Price") and shall be payable as set forth herein.

b. **Deposit.** Purchaser has paid to City a deposit in the amount of FIFTY THOUSAND (\$50,000.00) ("Deposit") in accordance with section 8-59 of the Code of the City of Richmond which Deposit shall be applied to the Purchase Price at Closing.

c. **Forfeit of Deposit.** Should Purchaser fail to close, Purchaser shall forfeit the Deposit unless (i) City's material default of this Agreement caused the failure to close or (ii) Purchaser exercises its right not to close as provided in sections 4 or 9 of this Agreement.

3. **Closing; Conditions to Closing; Post Closing Covenants.**

a. **Closing.** Closing shall occur at the offices of Purchaser's title company or such other location as may be mutually agreeable to the parties within 60 days following Purchaser's satisfaction of the conditions precedent to Closing set forth in Exhibit A and as otherwise set forth in this Agreement ("Conditions Precedent to Closing"). The date on which Closing occurs is referred to herein as the "**Closing Date.**" In the event Purchaser has not satisfied the Conditions Precedent to Closing within 12 months of the Effective Date, the City may, in its sole discretion, terminate this Agreement, and retain the Deposit upon such termination, by providing 30 days prior written notice to Purchaser. Notwithstanding the foregoing, if Purchaser satisfies the Conditions Precedent to Closing within 30 days of such written termination notice from the City, the termination will not take effect and the parties may proceed to Closing in accordance with this Agreement.

b. **Payment of Purchase Price.** Purchaser shall pay to City the Purchase Price, less the amount of the Deposit, in immediately available funds on the Closing Date.

c. **Purchaser's Post-Closing Covenants.** Purchaser or its successors shall complete construction of the Affordable Housing Development, as described herein, within 60 months of Closing and shall ensure ongoing compliance with the applicable affordability restrictions, as described herein. The Affordable Housing Development shall include:

(i) No less than 220 multifamily affordable dwelling units with 30-year income rent restrictions averaging no more than 60% of the AMI.

(ii) No less than 15 townhomes, condominiums, either or both, made available for sale to individuals or families at or below 80% of the AMI.

This section 3(c) shall survive Closing.

4. **Due Diligence.**

a. **Generally.** Purchaser will have 150 days commencing upon the Effective Date (the “Due Diligence Period”) to perform its due diligence on the Property to include but not be limited to, (i) conducting any and all studies, (ii) surveys, (iii) tests, (iv) evaluations and (v) investigations, including without limitation (a) title, environmental, soil, drainage, and utilities studies and such other similar work (“Studies”), (b) any other requirements to be undertaken during the Due Diligence Period required elsewhere in this Agreement, and (c) making such inquiries of governmental agencies and utility companies to determine the feasibility of the intended use and development of the Property (the “Due Diligence”). If the Due Diligence Period terminates on a Saturday, Sunday or legal holiday, the Due Diligence Period will be deemed to terminate on the business day immediately prior thereto. Immediately upon receipt of same and without demand, Purchaser shall provide City with any and all information Purchaser acquires relating to or resulting from its Due Diligence.

b. **Right of Entry.** For the duration set forth in section 4(a) and pursuant to the terms of this Agreement, City grants to Purchaser, and its agents, contractors, employees, and officers, the non-exclusive right to enter upon the Property for the purpose of enabling Purchaser to perform its Due Diligence thereon. Purchaser understands, acknowledges, and agrees that this grant conveys no interest or estate in the Property but merely grants to Purchaser the personal privilege to enter the Property for the purposes and on the terms set forth herein. The right of entry hereby granted, and all terms and conditions contained herein, will terminate automatically upon the earlier of (i) the completion of Purchaser’s Due Diligence or (ii) the expiration of the Due Diligence Period.

c. **Access.** If the intended inspection includes intrusive physical or environmental testing of the Property, or any portion thereof, Purchaser shall provide prior written notice to the City requesting the City’s consent for Purchaser to access the Property for such testing, which notice shall include a reasonably detailed description of the type, scope, manner, and duration of the inspections to be conducted. Purchaser shall not undertake any such physically or environmentally intrusive inspections without the prior written consent of City.

d. **No Disruption.** Purchaser shall not unreasonably disrupt or interfere with City’s business activities or ordinary traffic flow. Purchaser shall not alter, damage, discard, remove, or allow the alteration, damage, discarding, or removal of any fixture or personal property located in or on the Property. Purchaser shall not move any equipment that is not a fixture located in or on the Property without City’s prior consent.

e. **Utility Protection.** Purchaser shall protect all privately and publicly owned utilities located within the Property and shall not permit any utilities interruption.

f. **Condition of Property.** Upon completion of the Due Diligence and upon the termination or cancellation of this Agreement, Purchaser shall, at its sole expense: (i) repair any damage to the Property, or to any equipment, fixture or personal property located therein or thereon, caused by the Due Diligence or any activities conducted in connection therewith; (ii) remove all materials and equipment from the Property which Purchaser brought or caused to be brought onto the Property; and (iii) otherwise restore the Property and any equipment, fixture or personal property located therein or thereon to a condition satisfactory to City in City's reasonable discretion. If Purchaser fails to comply with this section 4(f), City may undertake repair, removal, or restoration at Purchaser's cost. This section 4(f) will survive any expiration or termination of this Agreement.

g. **Termination.** If prior to the expiration of the Due Diligence Period, Purchaser determines that the Property is unsuitable for Purchaser's use of the Property for the Affordable Housing Development due to a material defect in the condition of the Property, in Purchaser's reasonable discretion, then Purchaser will have the right to terminate this Agreement by giving written notice to City of such termination and neither Party will have any further rights or obligations hereunder except as may be expressly provided herein, and the Deposit shall be returned to Purchaser. If City does not receive such termination notice on or before the expiration of the Due Diligence Period, then Purchaser will be deemed to have waived the right to terminate this Agreement.

h. **Liability.**

(i) **Release.** City will not be liable for any personal injury or property damage to Purchaser or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused, and Purchaser hereby releases City from any liability, real or alleged, for any personal injury or property damage to Purchaser or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused. Nothing herein shall be construed as a waiver of the sovereign immunity of City. This section 4(h)(i) will survive any expiration or termination of this Agreement.

(ii) **Indemnity.** Purchaser shall indemnify and defend City and its agents, contractors, employees, officers, and volunteers from and against any and all losses, liabilities, claims, damages and expenses, including court costs and reasonable attorneys' fees, caused by, resulting from, or arising out of any claim, action, or other proceeding, including any claim, action or other proceeding initiated or maintained by any of Purchaser's agents, contractors, employees, invitees, licensees, officers, or volunteers, that is based on or related to: (i) use of the Property by Purchaser or its agents, contractors, employees, invitees, licensees, officers, or volunteers; (ii) the performance of the Due Diligence on or outside of the Property by Purchaser or its agents, contractors, employees, invitees, licensees, officers, or volunteers; (iii) the presence on or about the Property of Purchaser or its agents, contractors, employees, invitees, licensees, officers, or volunteers; (iv) the conduct or actions of Purchaser or its agents, contractors, employees, invitees, licensees, officers, or volunteers within or outside the scope of the conduct of Due Diligence; (v) any error, omission, negligent act, or intentional act of Purchaser or its agents, contractors, employees, invitees, licensees, officers, or volunteers. Without

limiting the generality of the foregoing obligation, Purchaser further agrees that it shall indemnify City and its agents, contractors, employees, officers, and volunteers from all liabilities, remedial costs, environmental claims, fees, or other expense related to, arising from, or attributable to, any hazardous materials introduced by Purchaser (including effluent discharged on the Property) or disturbed as a result of Purchaser's activities on the Property. This section 4(h)(ii) will survive any expiration or termination of this Agreement.

(iii) Insurance.

A. Prior to engaging in any Due Diligence, Purchaser shall carry and maintain, and shall cause its agents, contractors, invitees, licensees and volunteers to carry and maintain the following insurance, in a form reasonably acceptable to City, which insurance shall be primary to all insurance coverage City may possess.:

- (1). To the extent required by the Code of Virginia and other applicable Virginia laws, Workers' Compensation and Employers' Liability Insurance in an amount no less than \$100,000, or in amounts not less than the minimum required by the Code of Virginia and other applicable laws; and
- (2). Commercial General Liability occurrence-based (not claims-made) in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate; and
- (3). Business Automobile Liability insurance, to include Auto Physical Damage coverage, in the amount of One Million Dollars (\$1,000,000.00) combined single limit covering all owned, non-owned borrowed, leased, or rented motor vehicles operated by Purchaser or its contractors. In addition, all motorized equipment, both licensed and not licensed for road use, operated or used by Purchaser or its agents, contractors, invitees, licensees and volunteers in or on the Property will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.

B. The following terms shall be applicable to the policies of insurance:

- (1). The insurance shall be issued by companies admitted within the Commonwealth of Virginia, with Best's Key Rating of at least A: VI.
- (2). Before Purchaser or its employees, agents, contractors, invitees, licensees and volunteers enter upon the Property, Purchaser shall deliver to City one or more valid Certificates of Insurance which show the foregoing insurance coverage to be in force and effect. Purchaser shall provide individual insurance policy declarations sheets or pages, or a specimen copy of individual policies to City upon City's request.
- (3). Purchaser shall list and shall cause its agents, contractors, invitees, licensees and volunteers to list City and its employees and officers an additional

insured in the Commercial General Liability and Business Automobile Liability policies, which shall be reflected on the Certificate of Insurance therefor delivered to City or in copies of endorsements therefor delivered to City.

- (4). Purchaser shall cause its Commercial General Liability and Business Automobile Liability policies and those of its agents, contractors, invitees, licensees and volunteers to be endorsed to provide that coverage will not be canceled, non-renewed, or materially modified in a way adverse to City without 30 days' prior written notice to the City. Purchaser shall cause a copy of each such endorsement to be delivered to City prior to entering the Property and the Certificate of Insurance to reflect the notice provisions set forth herein.

5. **Subdivision, Zoning and Land Use Approvals**. The Purchaser shall be solely responsible for accomplishing the Property Division pursuant to a subdivision plat prepared by Purchaser, to accommodate the separate parcels for the multifamily development and the townhomes/condominiums. The Purchaser shall be solely responsible for obtaining any special use permit (SUP), rezoning, or other zoning modification that may be necessary in order to permit Purchaser's construction and operation of the Affordable Housing Development on the Property. Purchaser's obtaining of a SUP, rezoning, or other zoning modification shall be condition precedent(s) to Closing as set forth in Exhibit A. Notwithstanding any other provision in this Agreement, if Purchaser is unable to obtain to Purchaser's satisfaction, and despite Purchaser's diligent pursuit to obtain, within 12 months of the Effective Date (the "Permitting Period"), any municipal approvals, including, without limitation: (i) approvals of architectural review boards and the Plan of Development, (ii) any Special Use Permit, rezoning, or other zoning modification that may in Purchaser's sole discretion be necessary in order to permit Purchaser's construction and operation of the Affordable Housing Development on the Property; (iii) the Property Subdivision as contemplated in Recital D above; and (iv) utility easements, then at Purchaser's option, the Permitting Period shall be extended for no more than an additional 12 months to obtain approval of items (i)-(v) above, (which are collectively referred to as the "Governmental Requirements"), or Purchaser may terminate this Agreement by giving written notice to the City, and neither Party will have any further rights or obligations hereunder except as may be expressly provided herein, and the Deposit shall be returned to Purchaser. As able, the City will cooperate with Purchaser, at no cost to City, to satisfy the Governmental Requirements.

6. **Title and Survey**.

a. **Title.** The City agrees to convey to Purchaser fee simple title to the Property by Quitclaim Deed or Deeds, free and clear of all liens and encumbrances, mortgages, assessments, agreements, options and covenants created or suffered by City, except for such encumbrances as are set forth in section 6(e) below. Purchaser may, at its option, exercised in its reasonable discretion, require the City to convey the Property by a single deed or separate deeds for the divided or subdivided parcels.

b. Purchaser will have until the expiration of the Due Diligence Period to examine title to the Property and to notify the City in writing if Purchaser objects to any exceptions

of title other than the Permitted Encumbrances. If Purchaser timely notifies the City of any such objections, then the City may, at its sole option, cure any of such objections on or before the Closing Date. If such objections are not so cured, or if the City does not elect to cure such objections, then either party may terminate this Agreement without further liability whatsoever (except as may be otherwise expressly provided herein), whereupon the City shall promptly deliver the Deposit to Purchaser. If Purchaser fails to give timely notice to the City of any valid objections to any such exceptions to title, then such exceptions shall constitute Permitted Encumbrances for all purposes of this Agreement.

c. Subject to the Permitted Encumbrances, so long as this Agreement remains in force and effect, the City shall not lease, encumber or convey all or any part of the Property or any interest therein, or enter into any agreement granting to any person any right with respect to the Property or any part thereof, without the prior written consent of Purchaser.

d. **Survey.** Within 120 days following the Effective Date, Purchaser shall, at its sole cost and expense, (i) obtain a current ALTA survey, a Subdivision Plat, either or both as may be required, for the Property (collectively, the “**Survey**”) from a surveyor that is duly licensed in the Commonwealth of Virginia and reasonably acceptable to City and (ii) submit the Survey to City for City’s review and approval. City’s approval of the Survey shall not be unreasonably withheld, conditioned or delayed. Prior to Closing, Purchaser will have the right, at its sole cost and expense, to have the Survey updated, in which case the Purchaser shall submit such update to City for City’s review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Survey (and, if applicable, any update thereto) must be certified to the Purchaser, the City, the Title Company and any other parties designated by Purchaser. The Property shall be conveyed by the City to the Purchaser using the legal description for the Property appearing on the Survey.

e. **Permitted Encumbrances.** City and Purchaser acknowledge and agree that except as otherwise provided in this Agreement, the City shall convey title to the Property to Purchaser subject to the Permitted Encumbrances (as hereinafter defined). For the purposes of this Agreement “**Permitted Encumbrances**” shall mean (i) liens for real estate taxes and assessments not yet due and payable, (ii) applicable zoning regulations and ordinances, (iii) easements, conditions and restrictions of record, as the same may lawfully apply to the Property, (iv) such state of facts disclosed by the Survey, and (v) any exception that Purchaser’s title company agrees to affirmatively insure over. Notwithstanding the foregoing, in no event will Permitted Encumbrances include any monetary liens or encumbrances on the Property created by City (other than liens for real estate taxes and assessments not yet due and payable).

7. **“As Is” Sale; Release.**

a. Purchaser hereby expressly agrees and acknowledges, and represents and warrants to the City, that Purchaser has not entered into this Agreement based upon any representation, warranty, statement or expression of opinion by City or any person or entity acting or allegedly acting for or on behalf of City with respect to the City, the Property, or the “**Condition of the Property**” (as hereinafter defined). Purchaser acknowledges and agrees that the Property is and shall be sold and conveyed (and accepted by the Purchaser at Closing) **AS IS, WHERE IS, WITH ALL DEFECTS AND WITHOUT ANY WRITTEN OR ORAL**

REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW. Without limiting the foregoing, City makes no representation, warranty or covenant, express, implied or statutory, of any kind whatsoever with respect to the Property, including, without limitation, any representation, warranty or covenant as to title, survey conditions, use of the Property for Purchaser’s intended use, the physical condition of the Property or any improvements thereon or any repairs required thereto, past or present use, development, investment potential, tax ramifications or consequences, present or future zoning, the presence or absence of hazardous substances or other environmental conditions (including, without limitation, with regard to any underground or above-ground storage tanks on or about the Property), the availability of utilities, access to public roads, habitability, merchantability, fitness or suitability for any purpose, or any other matter with respect to the Property (collectively, the “**Condition of the Property**”), all of which are hereby expressly disclaimed by City. Purchaser acknowledges that City has made no representations, warranties or covenants as to the Condition of the Property or compliance of the Property with any laws.

b. By accepting the Deed and Closing, Purchaser, on behalf of itself and its successors and assigns, shall thereby release the City and its agents, contractors, employees, officers, and volunteers from, and waive any and all liabilities against each of them for, attributable to, or in connection with the Property (or applicable portion thereof), whether arising or accruing before, on or after the Closing and whether attributable to events or circumstances which arise or occur before, on or after the Closing, including, without limitation, liabilities relating to the release, presence, discovery or removal of any hazardous or regulated substance, chemical, waste or material that may be located in, at, about or under the Property, or connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., or any other Laws relating to environmental contamination, or any other related claims or causes of action (collectively, “Environmental Liabilities”). Purchaser shall furthermore assume and take responsibility and liability for any and all liabilities attributable to the Property (or applicable portion thereof) to the extent that the same arise or accrue on or after the Closing and are attributable to events or circumstances which arise or occur on or after the Closing.

c. The provisions of this section 7 shall be deemed reaffirmed upon and shall survive Closing or any expiration or termination of this Agreement.

8. **Closing Deliverables; Apportionments and Closing Costs.**

a. On or prior to the Closing Date, City shall deliver the following to the Purchaser’s title company for the benefit of Purchaser:

(i) One or more quitclaim deeds, as reasonably requested by Purchaser, for the Property, duly executed and acknowledged by the City (the “**Deed**”). The Purchaser acknowledges and agrees that the Deed will contain a reversionary right in the Seller and a requirement in the form of a covenant running with the Multifamily Parcel requiring that the Multifamily Parcel be used for the Affordable Housing Development, with such reversionary right and covenant on the Multifamily Parcel extending until such time as

Purchaser enters into an Extended Use Agreement with Virginia Housing, formerly Virginia Housing Development Authority to ensure the affordability requirements and a 30 year affordability period for a minimum of 220 multifamily units constructed on the Multifamily Parcel. The Purchaser further acknowledges and agrees that the Deed will contain a reversionary right in the Seller and a requirement in the form of a covenant running with the Townhome Parcels requiring that the Townhome Parcels be used for the Affordable Housing Development, with such reversionary right and covenant on the Townhome Parcels extending until such time as the Townhome Parcels are conveyed to the for-sale purchasers of the Townhome Parcels.

(ii) a duly executed and acknowledged affidavit addressed to the title company regarding mechanics' liens and possession, in substantially the form attached hereto as Exhibit B (the "**Owner's Affidavit**");

(iii) a duly executed counterpart original of a settlement statement, including any and all prorations and adjustments required hereunder, if any, and the closing costs as allocated among the parties pursuant to section 8(d) below (the "**Settlement Statement**"); and

(iv) any additional documents required by the title company, provided such additional documents are customary in commercial real estate transactions in the Commonwealth of Virginia and are otherwise in a form acceptable to the City in its sole but reasonable discretion, duly executed and acknowledged by the City, if applicable.

b. On, or prior to, the Closing Date, Purchaser shall deliver the following to the title company for the benefit of the City:

(i) a duly executed counterpart original of the Settlement Statement;

(ii) any additional documents required by the title company, provided such additional documents are customary in commercial real estate transactions in the Commonwealth of Virginia and are otherwise in a form acceptable to the Purchaser in its sole but reasonable discretion, duly executed and acknowledged by the Purchaser, if applicable; and

(iii) any additional documents, if any, that may be required in order to satisfy the Conditions Precedent to Closing set forth on Exhibit A hereto, duly executed and acknowledged by Purchaser, if applicable.

c. Possession of the Property will be given to Purchaser at Closing, subject to the Permitted Encumbrances, by delivery of the Deed.

d. Purchaser shall pay for the cost of any title report or commitment, the cost of the Survey, title insurance premiums and other expenses for the Property, all costs associated with Due Diligence, the cost associated with Purchaser's acquisition financing for the Property (if any), the cost of recording the Deed (including any transfer and recordation taxes other than Grantor's Tax, if any), its own attorneys' fees, all escrow fees, and all settlement fees of its title

company, together with any additional costs customarily paid by a purchaser at or in connection with Closing.

9. **Condemnation.** If prior to the Closing Date any condemnation proceeding or other proceeding in the nature of eminent domain is commenced with respect to the Property, City agrees to promptly notify Purchaser thereof. In the event that such proposed taking is with respect to (a) all of the Property, or (b) any material portion of the Property such that it would prevent Purchaser from developing the Property for Purchaser's intended use for the Affordable Housing Development, Purchaser then will have the right, at the Purchaser's option, to elect not to take title.

10. **Casualty.** The risk of damage or loss to Property by fire, act of God, or other casualty is assumed by the Purchaser at Closing.

11. **Default by the Purchaser.** If Purchaser fails to timely proceed to Closing in accordance with the terms and conditions of this Agreement, including but not limited to the failure to satisfy the Conditions Precedent to Closing, which failure is not cured within twenty (20) business days following receipt of written notice from the City, then City will have, as its sole and exclusive remedy, the right to terminate this Agreement and retain the Deposit. Except for the amount of the Deposit, the City hereby waives all claims City may have against Purchaser for consequential and punitive damages as a result of any default by Purchaser hereunder.

12. **Default by the City.** If City fails to timely proceed to Closing in accordance with the terms and conditions of this Agreement, which failure is not cured within ten (10) days following receipt of written notice from Purchaser, then Purchaser will have, as its sole and exclusive remedy, the right to terminate this Agreement and receive a refund of the Deposit. Except for the amount of the Deposit, Purchaser further hereby waives all claims that Purchaser may have against City for consequential and punitive damages as a result of any default by City hereunder.

13. **Brokerage.** City represents and warrants to Purchaser that it has dealt with no broker, agent, finder or other intermediary in connection with this Agreement. Purchaser represents and warrants to City that it has dealt with no broker, agent, finder or other intermediary in connection with this Agreement. Purchaser agrees to indemnify, defend and hold City harmless from and against any broker's claim arising from any breach by Purchaser, respectively, of its representations and warranties in this paragraph. The foregoing indemnification obligations of Purchaser shall survive Closing or any expiration or termination of this Agreement.

14. **Notice.** All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally, by messenger, by recognized overnight courier service or by registered or certified U. S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

A. To the Purchaser:
Oak Grove Partners, LLC
c/o John Gregory
7 East 2nd Street
Richmond, VA 23224

With a copy to:
Brian K. Jackson
Hirschler
2100 E. Cary Street
Richmond, VA 23223-7078

B. To the City:
Chief Administrative Officer
900 East Broad Street, 14th Floor
Richmond, Virginia 23219

With a copy to:
City Attorney
900 East Broad Street, Suite 400
Richmond, Virginia 23219

Either party may change any of its address information given above by giving notice in writing stating its new address to the other party.

15. **Miscellaneous.**

a. **Time of the Essence.** Time is and shall be of the essence with respect to each of the terms and conditions hereof. If any date herein set forth for the performance of any obligation by City or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligation or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term “**legal holiday**” means any local, state or federal holiday on which financial institutions, city or state government offices, or post offices are generally closed in the city of Richmond, Virginia.

b. **Captions.** This Agreement includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles do not affect the construal, interpretation, or meaning of this Agreement or in any way define, limit, extend, or describe the scope or intent of any provisions of this Agreement.

c. **Assignment.** Purchaser may not assign this Agreement (and no transfer by Purchaser of any interest in this Agreement and no transfers of direct or indirect interests in Purchaser shall be permitted or effective) without the prior consent of City, which consent will not be unreasonably withheld, conditioned, or delayed. In the event of such approved assignment, Purchaser will not be relieved of any of its duties, obligations or liabilities hereunder, instead

Purchaser, as assignor, and Purchaser's assignee shall therefore be jointly and severally liable hereunder.

d. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, subject to the terms of section 15(c) above.

e. **Entire Agreement.** This Agreement, including the exhibits and schedules attached hereto, contains the whole agreement between City and Purchaser as to the sale and purchase of the Property, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale and purchase. This Agreement shall not be altered, amended, changed or modified except in writing executed by the parties and preceded by all formalities required as prerequisites to the signature by each party.

f. **Severability.** Each clause, paragraph and provision of this Agreement is entirely independent and severable from every other clause, paragraph and provision. If any judicial authority or state or federal regulatory agency or authority determines that any portion of this Agreement is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Agreement which will remain and continue in full force and effect. In all other respects, all provisions of this Agreement will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.

g. **Choice of Law and Forum.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of City or Purchaser in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia. Each party shall be responsible for its own attorneys' fees in the event of any litigation or other proceeding arising from this Agreement.

h. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Agreement.

i. **No Personal Liability.** No director, officer, employee or agent of the City or the Purchaser shall be personally liable to another party hereto or any successor in interest in the event of any default or breach under this Agreement or on any obligation incurred under the terms of this Agreement.

j. **Waiver.** The failure of the City or the Purchaser to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon the strict performance of such provision or of any other provision of this Agreement at

any time. The waiver of any breach of this Agreement shall not constitute a waiver of a subsequent breach.

k. **Public Document.** The City and the Purchaser acknowledge and agree that this Agreement and any other records furnished, prepared by or in the possession of the City may be subject to the retention and disposition requirements of the Virginia Public Records Act and the public disclosure requirements of the Virginia Freedom of Information Act.

l. **Cooperation.** Purchaser shall cooperate with the City after Closing, in case of City's need to respond to any legal requirement, a tax audit, tax return preparation or litigation threatened or brought against City, by allowing City and its agents or representatives access, upon reasonable advance notice (which notice shall identify the nature of the information sought by City), at all reasonable times to examine and make copies of any and all instruments, files and records related to the Property for the period prior to Closing. This provision shall survive the Closing.

m. **Signatures.** This Agreement is signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

n. **Authorization to Act.** The Chief Administrative Officer of the City of Richmond, Virginia or a designee thereof is authorized to act on behalf of the City under this Agreement.

**Signatures Appear on Following Page
Remainder of Page left Blank**

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed as of the Effective Date.

CITY:

CITY OF RICHMOND, VIRGINIA, a municipal corporation and political subdivision of the Commonwealth of Virginia

By: _____
Name: J.E. Lincoln Saunders
Title: Chief Administrative Officer

As authorized by Ordinance No. 2022-258, adopted September 26, 2022

APPROVED AS TO FORM:

Office of the City Attorney

PURCHASER:

OAK GROVE PARTNERS LLC, a Virginia limited liability company

By: _____
Name: John Gregory
Title: Manager

EXHIBIT A to AGREEMENT

CONDITIONS PRECEDENT TO CLOSING

The obligation of City to proceed to Closing pursuant to this Agreement is subject to Purchaser's satisfaction (or waiver by City, if applicable) of all of the following conditions precedent:

(a) Purchaser has materially complied with all covenants and provisions required by this Agreement to be complied with by Purchaser before, on, or as of the Closing Date.

(b) Purchaser has completed or waived its Due Diligence.

(c) Purchaser has obtained any special use permit, rezoning, or other zoning modification that may be necessary in order to permit Purchaser's construction and operation of the Affordable Housing Development on the Property.

EXHIBIT B to AGREEMENT

FORM OF AFFIDAVIT

AFFIDAVIT AS TO MECHANICS' LIENS AND POSSESSION

TO: _____

FILE NO.: _____

The undersigned, acting in its capacity as _____ of the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia (“**Affiant**”), hereby declares as follows with respect to the Property known as _____ (the “**Property**”), on behalf of the Affiant:

(a) There has been no work performed, services rendered or materials furnished by or on behalf of Affiant in connection with repairs, improvements, development, construction, removal, alterations, demolition or similar activities with respect to the Property during the 123 days prior to the date hereof, for which payment has not been made or provided for.

(b) There are no outstanding claims or persons entitled to any claim or right to a claim for a mechanic's or materialman's lien against the Property in connection with work performed, services rendered or materials furnished by or on behalf of Affiant.

(c) There are no outstanding, unrecorded leases or other similar agreements, written or oral, with respect to the Property and to which the Affiant is a party.

This affidavit is made for the purpose of inducing you to insure title to the Property without exception to (i) claims of mechanics or materialmen or (ii) rights of parties in possession except as set forth above.

[Signatures On Following Page]

IN WITNESS WHEREOF, the undersigned has executed this Affidavit as of the ____ day of _____, 20__.

CITY OF RICHMOND, VIRGINIA, a municipal corporation and political subdivision of the Commonwealth of Virginia

By: _____
Name: J.E. Lincoln Saunders
Title: Chief Administrative Officer

COMMONWEALTH OF VIRGINIA:

CITY OF RICHMOND:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by J.E. Lincoln Saunders, as Chief Administrative Officer of the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires:

Notary Registration Number: _____

Notary Public

_____(SEAL)

Schedule A to Agreement

[Real Property Description]

[To be inserted before Closing based on Survey]

16245556.1 043312.00005

Schedule A to Agreement

Site Plans

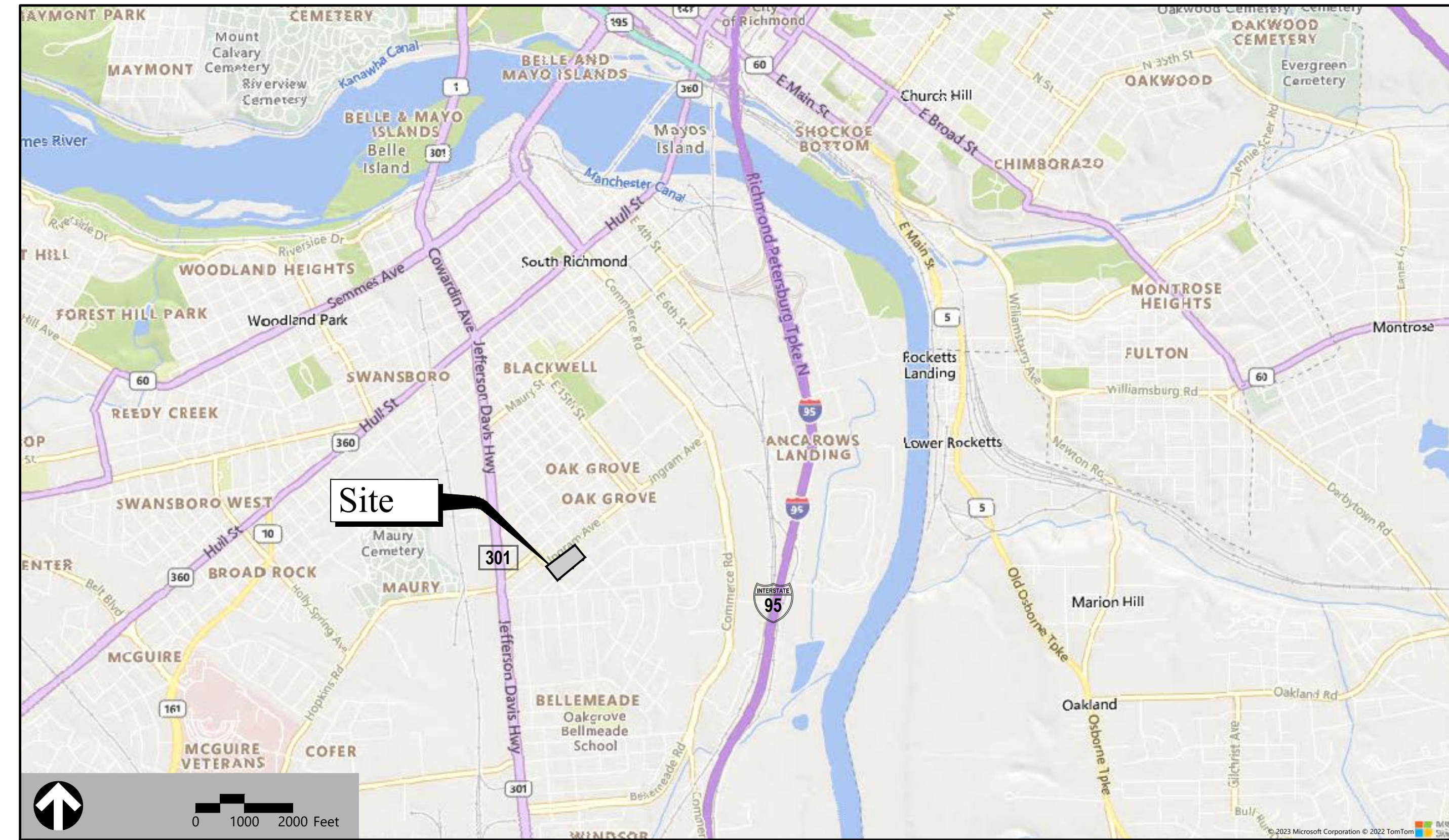
Issued for Special Use Permit
 Date Issued March 17, 2023
 Latest Issue March 17, 2023

Oak Grove Housing

2200 Ingram Avenue
 Richmond, Virginia

Applicant

Lynx Ventures
 7 East 2nd Street
 Richmond, Virginia 23222
 804.920.5435



Sheet Index

No.	Drawing Title	Latest Issue
C0.00	Cover Sheet	March 17, 2023
C5.00	Layout and Materials Plan	March 17, 2023
C7.00	Utility Plan	March 17, 2023
L1.01	Overall Landscape Site Plan	March 17, 2023
L7.00	Lighting Plan	March 17, 2023
A1.1	1st Floor Plan	March 17, 2023
A1.2	2nd Floor Plan	March 17, 2023
A1.5	Roof Plan	March 17, 2023
A2.1	Elevations	March 17, 2023
A2.2	Elevations & Building Sections	March 17, 2023

No.	Drawing Title	Latest Issue
REF-1	Existing Conditions Plan	March 13, 2023
REF-2	Triplex Schematic Plans	June 8, 2021

General Notes

GPIN: S0000863001
 Zoning: R-5
 Intended Use: Residential

Horizontal Datum: VA State Grid North NAD'83
 Vertical Datum: NAVD'88

Total Site Acreage: 5.108 Ac

Building Square Footage:
 Existing: 27322 SF (FOOTPRINT)
 Proposed: Multifamily building: 56775 SF (FOOTPRINT)
 Townhomes: 540 SF x 15 Units (FOOTPRINT)



Engineer

VHB
 115 South 15th Street
 Suite 200
 Richmond, Virginia 23219
 804.343.7100

Architect

Baskervill
 1051 E Cary Street
 Suite 200
 Richmond, Virginia 23219
 804.343.1010

Landscape Architect

Watersteet Studio
 1417 W Main Street
 Richmond, Virginia 23220
 804.358.0100

Surveyor

Nyfelers Associates
 619 West Cary Street
 Richmond, Virginia 23220
 804.277.4231



115 South 15th Street
Suite 200
Richmond, VA 23219
804.343.7100

Sign Summary

M.U.T.C.D. Number	Specification Width	Height	Desc.
R1-1	30"	30"	STOP
R7-8	12"	18"	RESERVED PARKING
R7-8P	12"	6"	VAN ACCESSIBLE

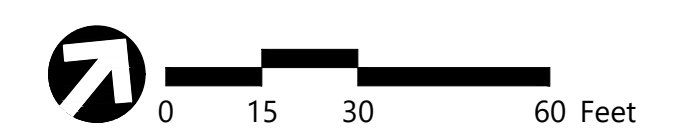
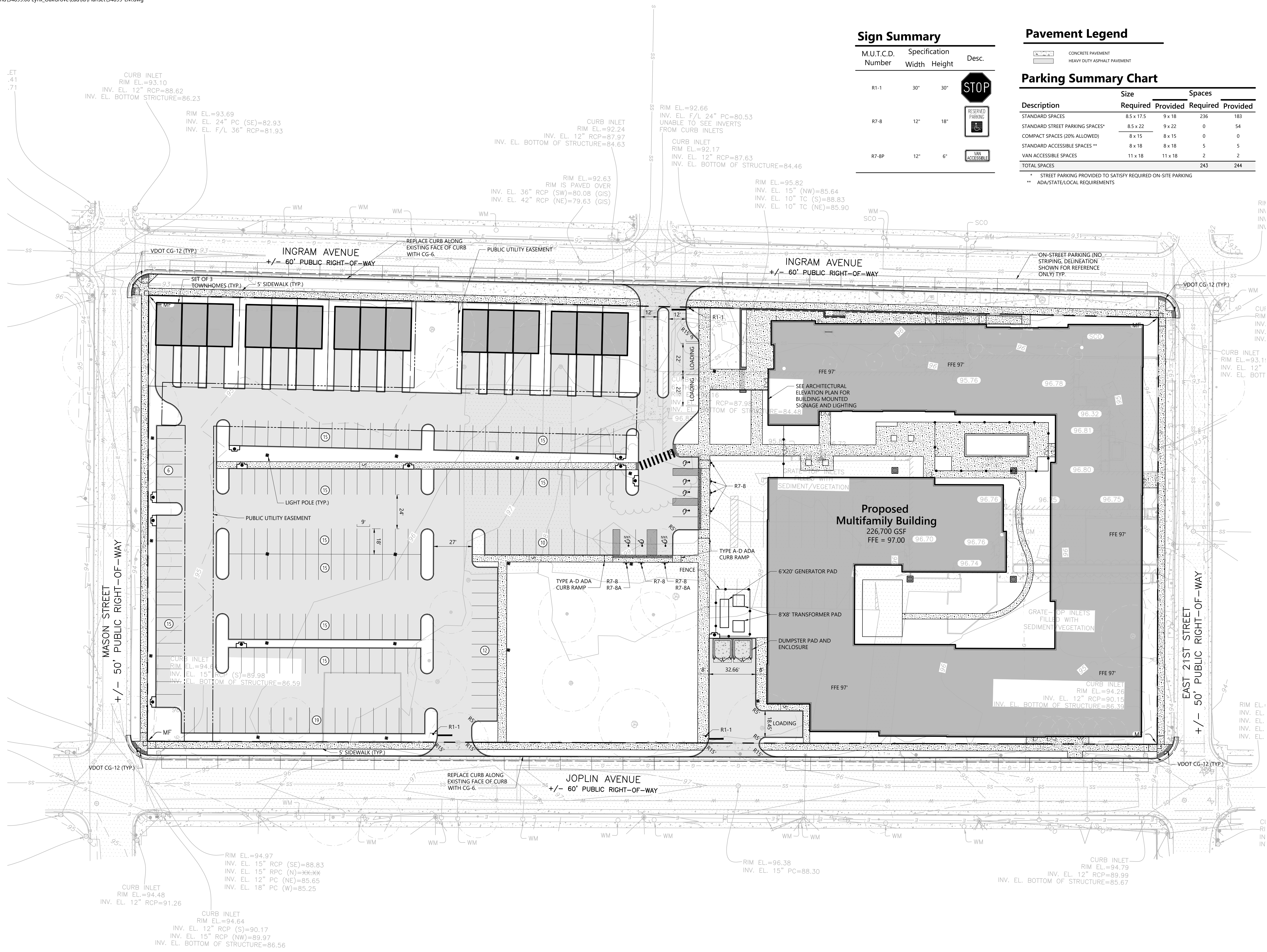
Pavement Legend

	CONCRETE PAVEMENT
	HEAVY DUTY ASPHALT PAVEMENT

Parking Summary Chart

Description	Size		Spaces	
	Required	Provided	Required	Provided
STANDARD SPACES	8.5 x 17.5	9 x 18	236	183
STANDARD STREET PARKING SPACES*	8.5 x 22	9 x 22	0	54
COMPACT SPACES (20% ALLOWED)	8 x 15	8 x 15	0	0
STANDARD ACCESSIBLE SPACES**	8 x 18	8 x 18	5	5
VAN ACCESSIBLE SPACES	11 x 18	11 x 18	2	2
TOTAL SPACES			243	244

* STREET PARKING PROVIDED TO SATISFY REQUIRED ON-SITE PARKING
** ADA/STATE/LOCAL REQUIREMENTS



Oak Grove Housing

Richmond, Virginia

No.	Revision	Date	App'd.

Designed by: _____ Checked by: _____
Issued for: _____ Date: _____

Special Use Permit 3/17/2023

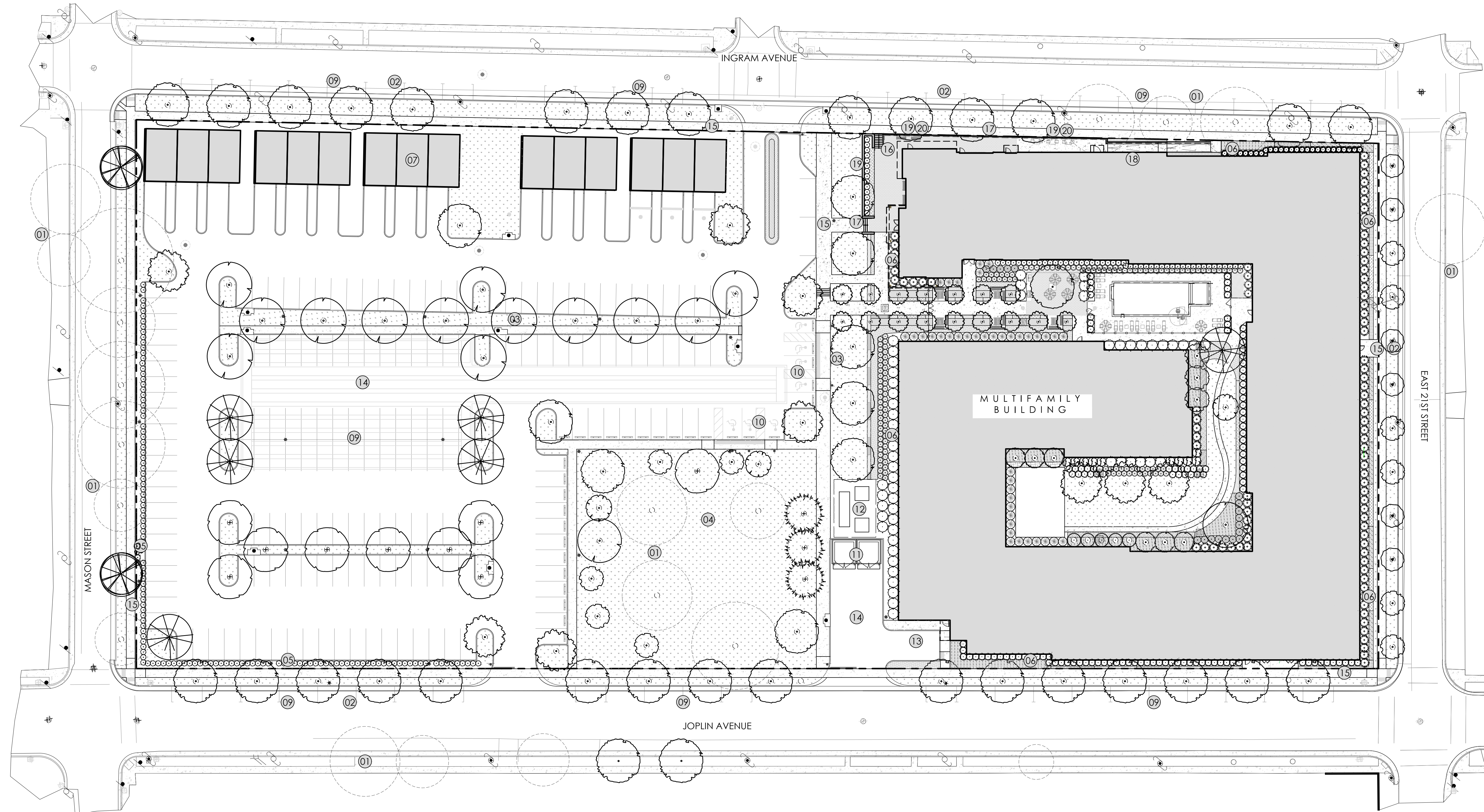
Not Approved for Construction

Layout and Materials Plan

Drawing Number

C5.00

Sheet of



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NOT FOR CONSTRUCTION

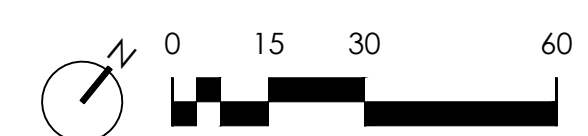
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PROJECT NUMBER
2.210726.0

OAK GROVE DEVELOPMENT

2409 INGRAM AVE
RICHMOND, VA 23224

01 LANDSCAPE KEYNOTE PLAN
L1.00 SCALE: 1:30



LANDSCAPE KEYNOTES			
01) EXISTING TREES	06) FOUNDATION PLANTINGS (SHRUBS, MIXED GROUNDCOVERS, ETC. TOWN HOUSES)	11) DUMPSTER ENCLOSURE	14) COMMUNITY CENTER TERRACE
02) PROPOSED STREET TREES	07) TOWN HOUSES	12) FENCED-IN TRANSFORMER PAD	17) STAIRS
03) PROPOSED CANOPY TREES	08) MIXED-USE APARTMENT BUILDING	13) LOADING DOCK PARKING	18) RAMP
04) ORNAMENTAL TREES	09) PARKING STALL	14) ASPHALT PAVEMENT	19) RETAINING WALL
05) SCREEN PLANTING FOR PARKING LOT	10) ADA PARKING AND CURB RAMP	15) CONCRETE PAVEMENT	20) GUARD RAIL
			<u>INTERIOR COURTYARD</u>
			21) OAK TREE ALLEE
			22) ENTRANCE FENCE
			23) BUILT-IN SEATING
			24) POOL W/ FENCING
			25) OUTDOOR FITNESS AREA
			26) MOVEABLE FURNITURE
			27) TREE GRATES
			28) OUTDOOR KITCHEN

0 06/28/2023 ORIGINAL ISSUE
ISSUE
06/28/2023 - ISSUE FOR REVIEW

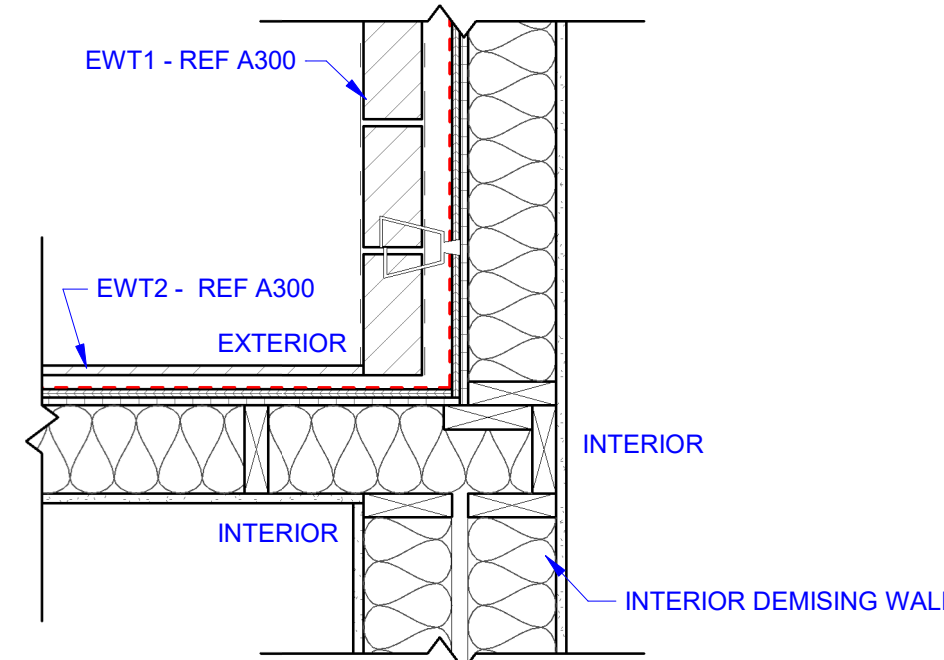
LANDSCAPE KEYNOTE PLAN
L1.00

AREA/UNIT TYPE

- 1BED TYPE A/UD/UFAS
- 1BED TYPE B
- 2 BED TYPE A/UD/UFAS
- 2 BED TYPE B
- 3 BED TYPE A/UD/UFAS
- 3 BED TYPE B
- COMMUNITY AMENITY
- RESIDENT AMENITY
- ACCESS
- LEASING OFFICE
- BOH
- UTILITY SPACE
- HI HEARING IMPAIRED

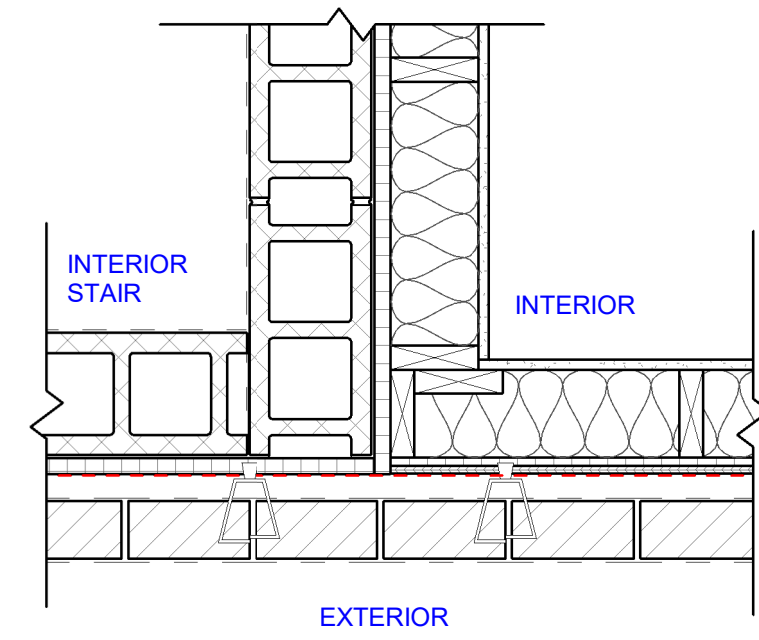
5D DTL - INSIDE CORNER @ BRICK & SIDING

SCALE: 1" = 1'-0" DRAWING REF: A111a



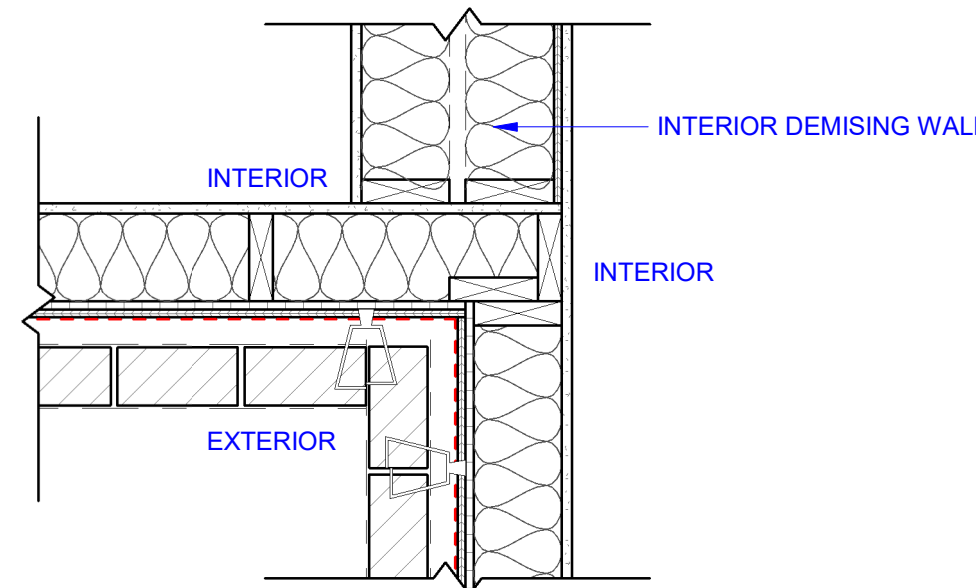
5C DTL - AT STAIR

SCALE: 1" = 1'-0" DRAWING REF: A111a



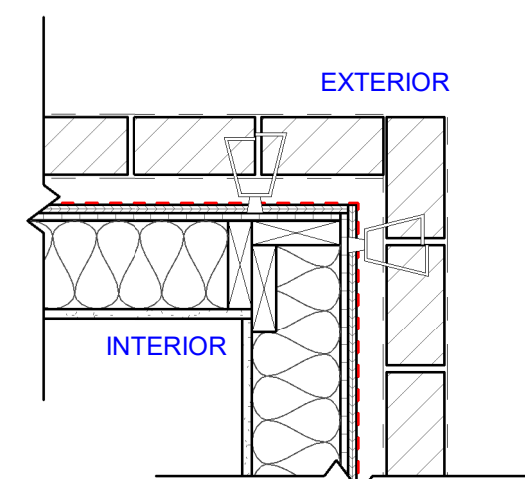
5B DTL - INSIDE CORNERS @ BRICK

SCALE: 1" = 1'-0" DRAWING REF: A111a



5A DTL - OUTSIDE CORNER @ BRICK

SCALE: 1" = 1'-0" DRAWING REF: A111a



4A 1ST FLOOR REFERENCE PLAN

SCALE: 1/16" = 1'-0" DRAWING REF: A2-1

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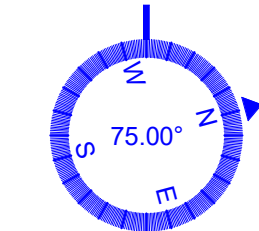
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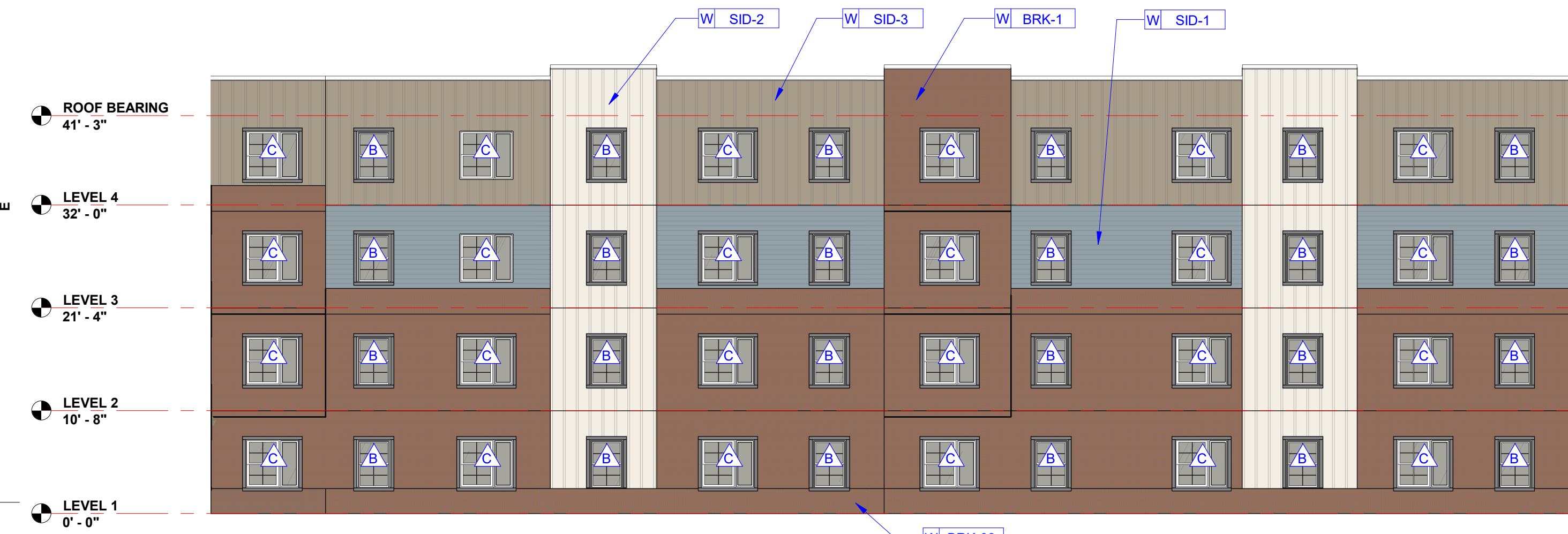
OAK GROVE DEVELOPMENT

2408 INGRAM AVE
RICHMOND, VA 23224

06/28/2023 ORIGINAL ISSUE
06/28/2023 -
ISSUE FOR REVIEW



1ST FLOOR REFERENCE PLAN
A111a



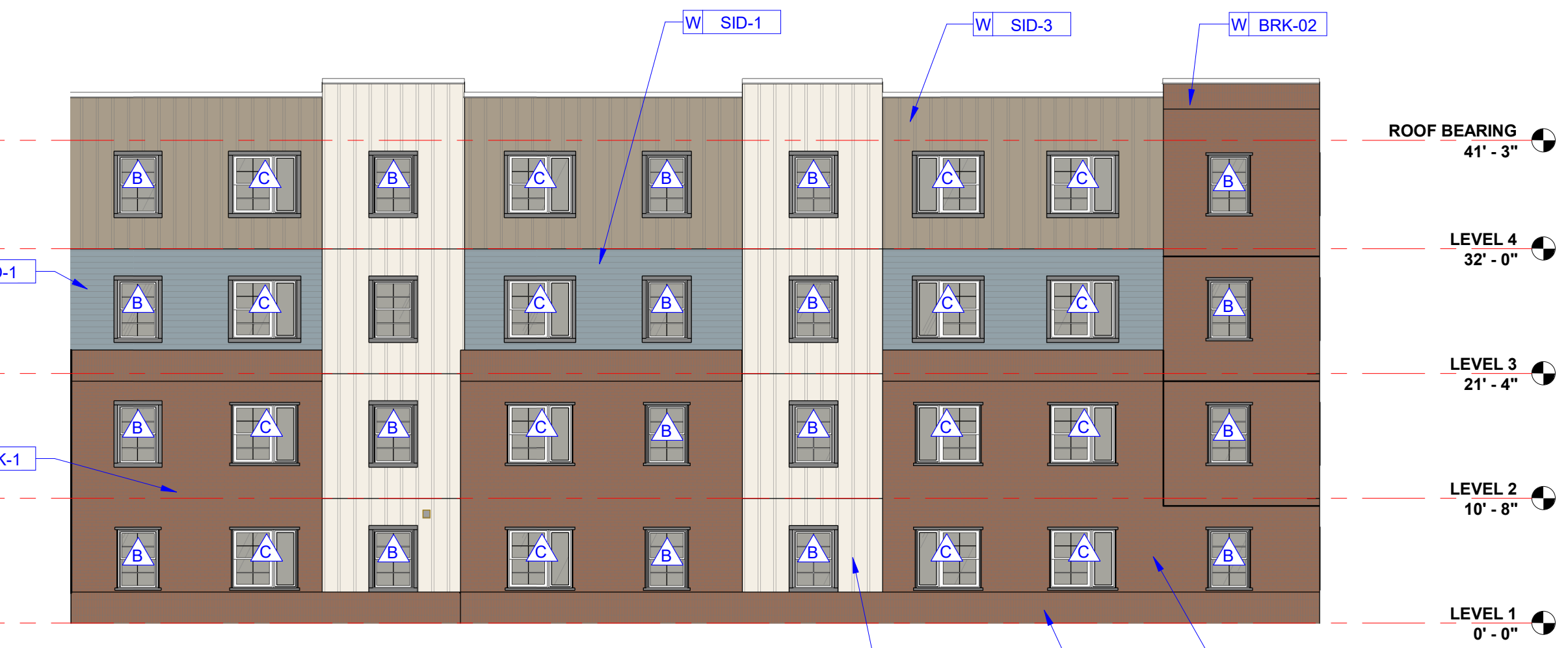
6D ELEVATION - INNER COURTYARD SOUTH

SCALE: 3/32" = 1'-0"



4D ELEVATION - INNER COURTYARD WEST

SCALE: 3/32" = 1'-0"

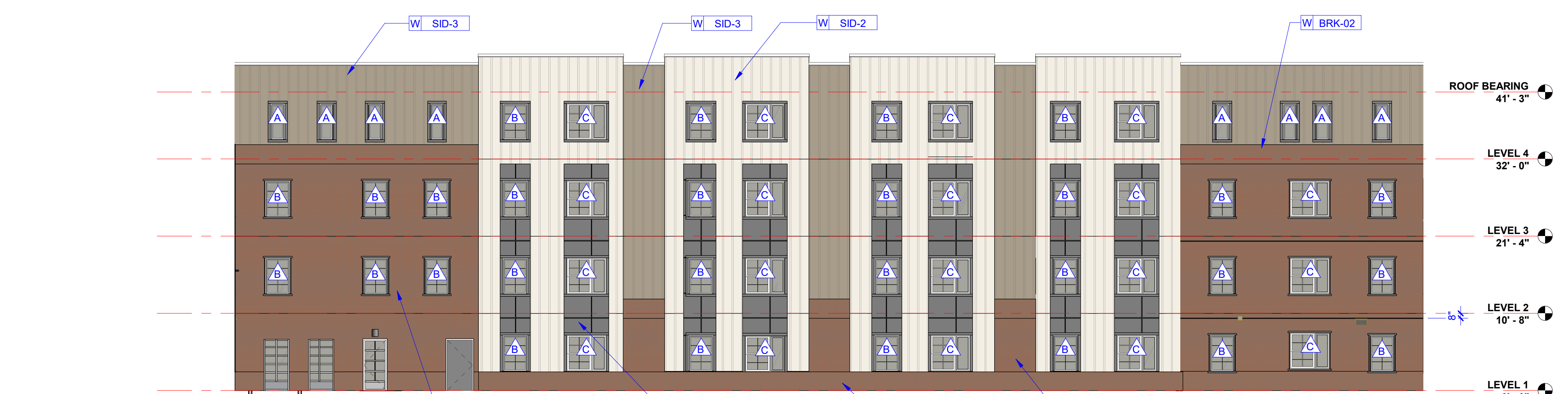


2D ELEVATION - INNER COURTYARD NORTH

SCALE: 3/32" = 1'-0"

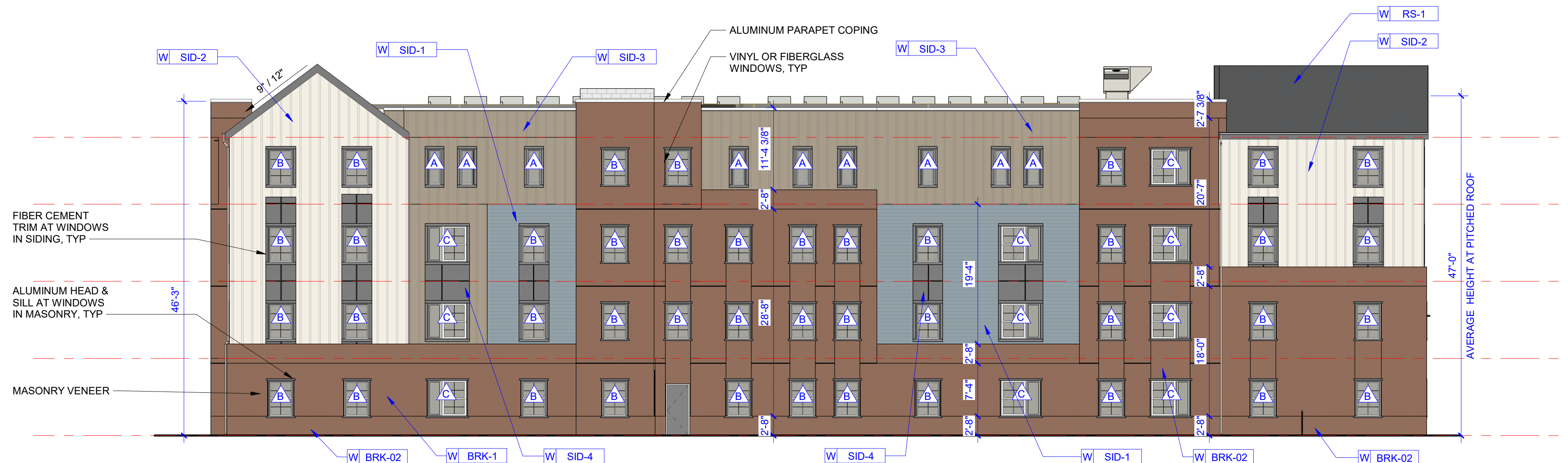
EXTERIOR FINISH LEGEND

FINISH NO.	SPEC SECTION	MATERIAL	MANUFACTURER	STYLE NAME / NO.	COLOR	SIZE	RESPONSIBILITY	DESCRIPTION / REMARKS
BRICK								
BRK-1		BRICK	GLEN-GERY	CARTERS GROVE	MEDIUM RED/BROWN/BURGUND Y MIX	JUMBO MODULAR: 3 5/8" x 2 3/4" x 7 5/8"		RUNNING BOND PATTERN. MORTAR: WORKRITE PEBBLE. TBC WITH OWNER
BRK-2		BRICK	GLEN-GERY	CARTERS GROVE	MEDIUM RED/BROWN/BURGUND Y MIX	JUMBO MODULAR: 3 5/8" x 2 3/4" x 7 5/8"		SOLDIER COURSE BRICK PATTERN. MORTAR: WORKRITE PEBBLE. TBC WITH OWNER
CONCRETE								
CONC-01		CONCRETE						TO MATCH SIDEWALKS. PROVIDE SLIP-RESISTANT FINISH. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING, AS REQUIRED
PAINT								
PNT-04		PAINT	SHERWIN WILLIAMS	TBD	WHITE			
SHINGLES								
RS-1		ASPHALT SHINGLES	GAF	TIMBERLINE	PEWTER GRAY			TO BE USED ON GABLE ROOFING. TBC WITH OWNER
RS-2		MTL STANDING SEAM	PAC-CLAD	STEEL	MATTE BLACK			
WOOD-PLASTIC COMPOSITE BOARDS								
SID-1		FIBER REINFORCED CEMENTITIOUS PANELS	JAMES HARDIE	LAP SIDING IN SELECT SMOOTH	BOOTHBAY BLUE	120" x 48" x 0.312" PANEL WITH 2 1/2" x 3/4" BATTEN		FIBER REINFORCED CEMENTITIOUS PANELS INSTALLED PER MANUFACTURER'S STANDARD DETAILS. ALL CUTS TO RECEIVE MATCHING TOUCH-UP PAINT BEFORE INSTALLATION. TBC WITH OWNER
SID-2		FIBER REINFORCED CEMENTITIOUS PANELS	JAMES HARDIE	VERTICAL SIDING IN SELECT SMOOTH WITH HARDIETRIM BATTEN STRIPS	ARCTIC WHITE	120" x 48" x 0.312" PANEL WITH 2 1/2" x 3/4" BATTEN		FIBER REINFORCED CEMENTITIOUS PANELS INSTALLED PER MANUFACTURER'S STANDARD DETAILS. ALL CUTS TO RECEIVE MATCHING TOUCH-UP PAINT BEFORE INSTALLATION. CENTER BATTEN SPACING IN WALL FACE AT 12" OC WITH FULL BATTENS INSTALLED AT ALL INSIDE AND OUTSIDE CORNERS. ENSURE REQUIRED CUT PANEL EDGES COORDINATE AND ARE COVERED BY BATTEN STRIPS. TBC WITH OWNER
SID-3		FIBER REINFORCED CEMENTITIOUS PANELS	JAMES HARDIE	VERTICAL SIDING IN SELECT SMOOTH WITH HARDIETRIM BATTEN STRIPS	COBBLE STONE	120" x 48" x 0.312" PANEL WITH 2 1/2" x 3/4" BATTEN		FIBER REINFORCED CEMENTITIOUS PANELS INSTALLED PER MANUFACTURER'S STANDARD DETAILS. ALL CUTS TO RECEIVE MATCHING TOUCH-UP PAINT BEFORE INSTALLATION. CENTER BATTEN SPACING IN WALL FACE AT 12" OC WITH FULL BATTENS INSTALLED AT ALL INSIDE AND OUTSIDE CORNERS. ENSURE REQUIRED CUT PANEL EDGES COORDINATE AND ARE COVERED BY BATTEN STRIPS. TBC WITH OWNER
SID-4		FIBER REINFORCED CEMENTITIOUS PANELS	JAMES HARDIE	INTERMITTENT PANEL SIDING IN SELECT SMOOTH	IRON GRAY	120" x 48" x 0.312" PANEL WITH 2 1/2" x 3/4" BATTEN		FIBER REINFORCED CEMENTITIOUS PANELS INSTALLED PER MANUFACTURER'S STANDARD DETAILS. ALL CUTS TO RECEIVE MATCHING TOUCH-UP PAINT BEFORE INSTALLATION. TBC WITH OWNER



4C ELEVATION - EAST COURTYARD

SCALE: 3/32" = 1'-0"



2B ELEVATION - SOUTH COURTYARD

SCALE: 3/32" = 1'-0"

BASKERVILL, P.O. BOX 400, RICHMOND, VA 23218-0400

NOT FOR CONSTRUCTION
LEVEL 3
21'-4"

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PROJECT NUMBER
2.210726.0

OAK GROVE DEVELOPMENT

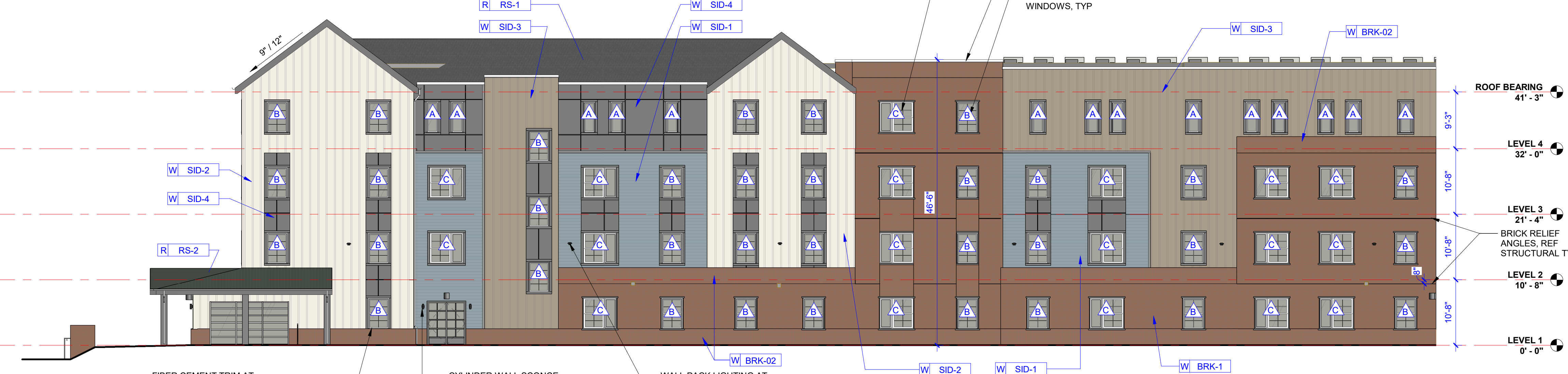
2408 INGRAM AVE
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06/28/2023 ORIGINAL ISSUE
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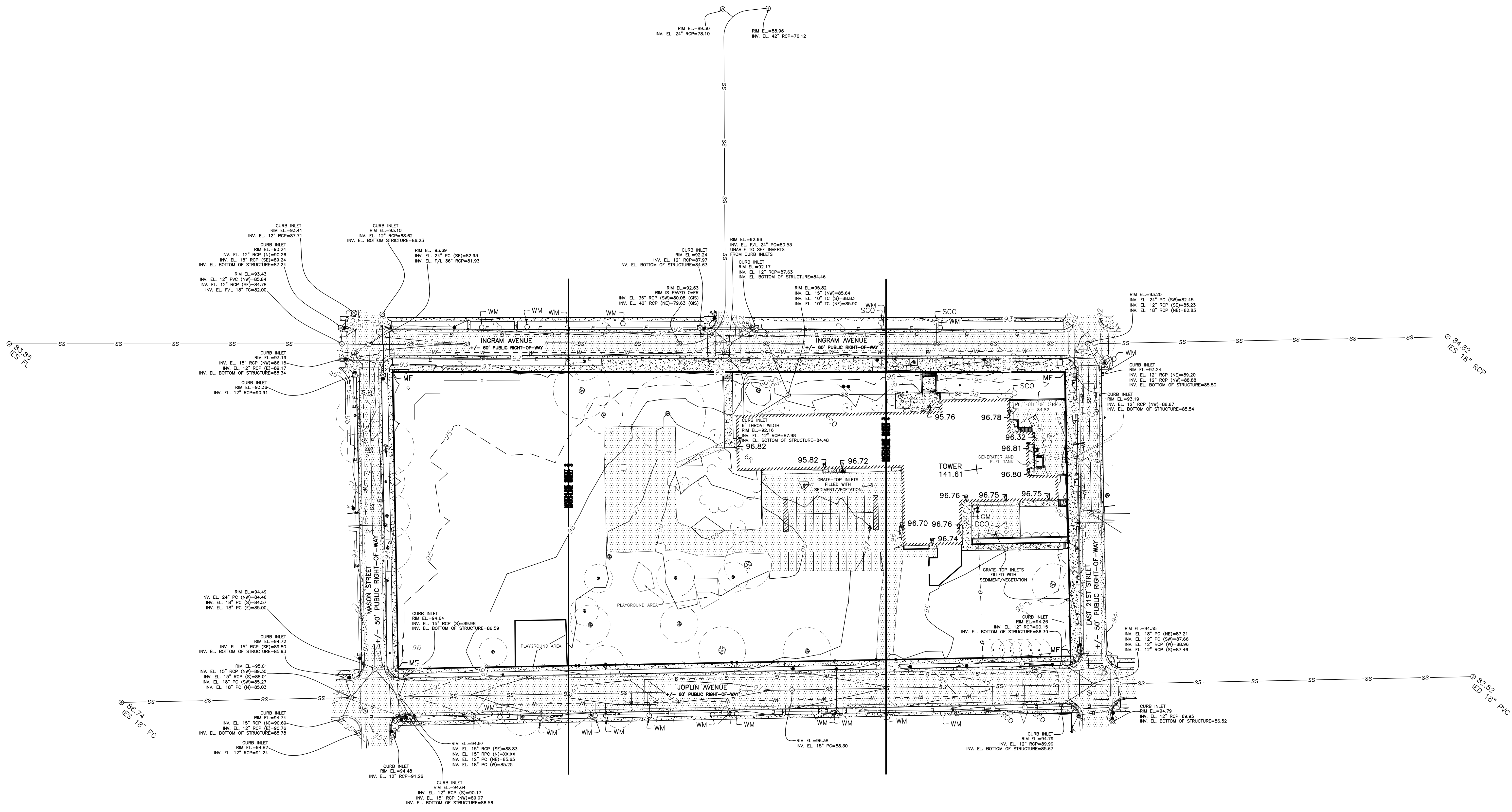
6A ELEVATION - WEST COURTYARD

SCALE: 3/32" = 1'-0"



5A ELEVATION - NORTH COURTYARD

SCALE: 3/32" = 1'-0"



CURB INLET
RM EL.=93.41
INV. EL. 12" RCP=87.71

CURB INLET
RM EL.=93.24
INV. EL. 12" RCP (N)=90.26
INV. EL. 18" RCP (SE)=89.24
INV. EL. BOTTOM OF STRUCTURE=87.24

RM EL.=93.43
INV. EL. 12" PVC (NW)=85.84
INV. EL. 12" RCP (SE)=84.76
INV. EL. F./L 18" TC=82.00

CURB INLET
RM EL.=93.10
INV. EL. 12" RCP=88.82
INV. EL. BOTTOM OF STRUCTURE=86.23

RM EL.=93.69
INV. EL. 24" PC (SE)=82.93
INV. EL. F./L 36" RCP=81.93

CURB INLET
RM EL.=92.24
INV. EL. 12" RCP=87.97
INV. EL. BOTTOM OF STRUCTURE=84.63

RM EL.=92.63
INV. EL. 36" RCP (SW)=80.08 (GS)
INV. EL. 42" RCP (NE)=79.63 (GS)

RM EL.=92.66
INV. EL. F./L 24" PC=80.53
UNABLE TO SEE INVERTS
FROM CURB INLETS

CURB INLET
RM EL.=92.17
INV. EL. 12" RCP=87.63
INV. EL. BOTTOM OF STRUCTURE=84.46

RM EL.=95.82
INV. EL. 15" (NW)=85.64
INV. EL. 10" TC (S)=88.83
INV. EL. 10" TC (NE)=85.90

RM EL.=93.30
INV. EL. 24" PC (SW)=82.45
INV. EL. 12" RCP (SE)=85.23
INV. EL. 18" RCP (NE)=82.63

CURB INLET
RM EL.=93.24
INV. EL. 12" RCP (NE)=89.20
INV. EL. 12" RCP (NW)=88.88
INV. EL. BOTTOM OF STRUCTURE=85.50

CURB INLET
RM EL.=93.19
INV. EL. 12" RCP (NW)=88.87
INV. EL. BOTTOM OF STRUCTURE=85.54

RM EL.=94.49
INV. EL. 24" PC (NW)=84.46
INV. EL. 18" PC (S)=84.57
INV. EL. 18" PC (E)=85.00

CURB INLET
RM EL.=94.72
INV. EL. 15" RCP (SE)=89.80
INV. EL. BOTTOM OF STRUCTURE=85.93

CURB INLET
RM EL.=94.64
INV. EL. 15" RCP (S)=89.98
INV. EL. BOTTOM OF STRUCTURE=86.59

CURB INLET
RM EL.=94.26
INV. EL. 12" RCP=90.15
INV. EL. BOTTOM OF STRUCTURE=86.39

RM EL.=94.35
INV. EL. 18" PC (NE)=87.21
INV. EL. 12" PC (SW)=87.66
INV. EL. 12" RCP (W)=88.96
INV. EL. 12" RCP (S)=87.46

CURB INLET
RM EL.=94.74
INV. EL. 15" RCP (N)=90.69
INV. EL. 12" RCP (E)=90.76
INV. EL. BOTTOM OF STRUCTURE=85.78

CURB INLET
RM EL.=94.48
INV. EL. 12" RCP=91.26

CURB INLET
RM EL.=94.64
INV. EL. 12" RCP (S)=90.17
INV. EL. 15" RCP (NW)=89.97
INV. EL. BOTTOM OF STRUCTURE=86.56

RM EL.=96.28
INV. EL. 15" PC=88.30

CURB INLET
RM EL.=94.79
INV. EL. 12" RCP=89.99
INV. EL. BOTTOM OF STRUCTURE=85.67

CURB INLET
RM EL.=94.79
INV. EL. 12" RCP=89.95
INV. EL. BOTTOM OF STRUCTURE=86.52

83.95
IES FL

84.82
IES 18" RCP

86.74
IES 18" PC

82.52
IED 18" PVC

SUBDIVISION CERTIFICATE

The subdivision of land shown hereon, designated "Oak Grove Townhomes" is with the free consent and in accordance with the desires of the undersigned owners thereof. There are no Deeds of Trust or Mortgages on this property. All streets, alleys and easements are of the width and extent shown hereon and are dedicated to the City of Richmond, Virginia free and unrestricted by any previous agreements or easements, except as noted on this plat at the time of recordation. All unrestricted easements are subject to the right of the City of Richmond, Virginia to establish alleys on said easements at a future time without cost of the property involved. The dedication of easements to the City includes the right to make reasonable use of the adjoining land for construction and maintenance of public facilities within the boundaries of the easements shown hereon. All dedications of land are subject to the right of the City of Richmond, Virginia to establish streets, alleys, or easements on such property at a future time without cost of the property involved.

IN WITNESS WHEREOF, the Owners, Mortgagees, and Trustees have/has affixed their

signature and seal as of this _____ day of _____, 2023.

By: _____
Owner

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, To-wit:

I, _____, a Notary Public in and for the jurisdiction

aforesaid, do hereby certify that

_____, who is known to me and whose name is signed to the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction

aforesaid this _____ day of _____, 2023.
Notary Public My commission expires: _____

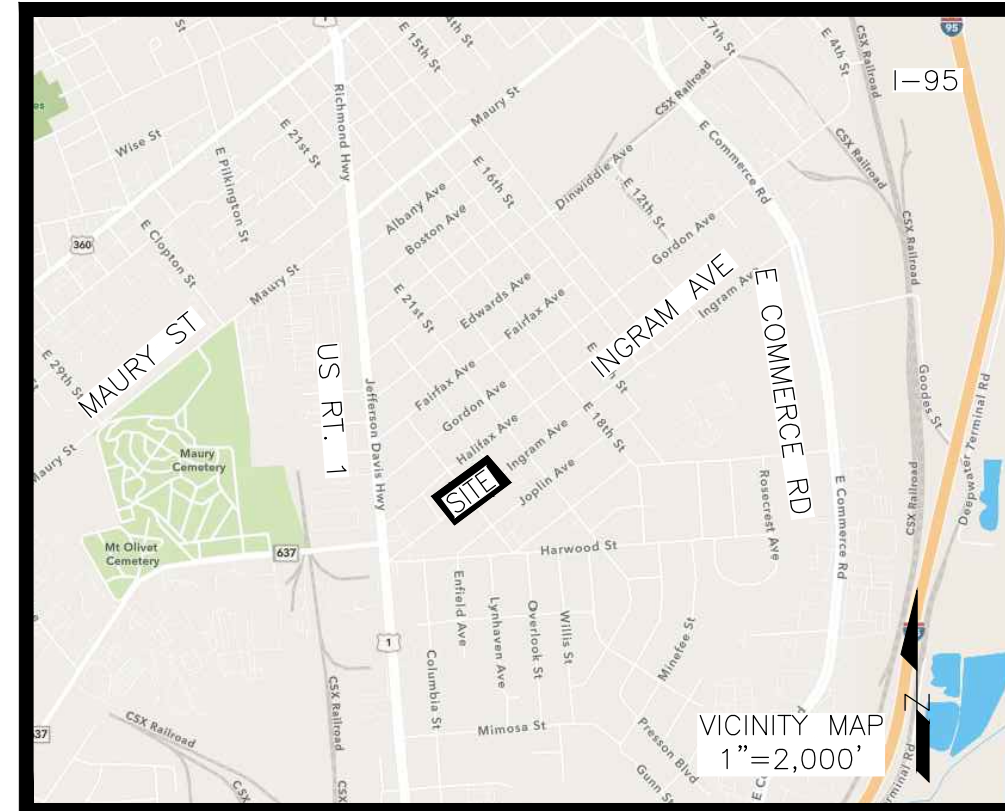
Registration No.: _____

NOTES:

1. Use: Residential townhomes and apartments
2. Zoning: R-5
3. Setbacks: 25' Front, 5' Side and Rear
4. Address: 2200 Ingram Avenue
5. Tax map reference number: S0000863001
6. Water: Public – City of Richmond, Virginia
7. Sewer: Public – City of Richmond, Virginia
8. Drainage: Surface
9. Public Utilities: Overhead (Existing)
10. Owner(s): City of Richmond
11. Developer: Lynx Ventures
12. Total Area: 5.006 Acres & 218,052 square feet
Area in Roads: 0 Acres & 0 square feet
Area in Lots: 5.006 Acres & 218,052 square feet
Area of Land Dedicated for Public Purposes: 0 Acres & 0 square feet
13. Number of Lots: 17
Minimum Lot size: 1,149 Square feet
Maximum Lot size: 180,442 Square feet
Average Lot size: 12,827 Square feet
14. Property within the limits of this subdivision is not located in a Flood Zone, as shown on Flood Insurance Rate Map Number 5101290039D, revised 7/16/2014.
15. Property within the limits of this subdivision does not contain wetlands identified on the National Wetlands Inventory Map dated 10/1/2020 (online).
16. Property within the limits of this subdivision is not located in Chesapeake Bay Preservation Areas designated by the City of Richmond, Virginia pursuant to Chapter 50 of the City Code of 2004.
17. Utilities shown from surface evidence and City of Richmond provided mapping.
18. Vertical Datum: NAVD88
19. Horizontal and Vertical datum established with RTK solutions for GPS observed points.

SOURCE OF TITLE

THE PROPERTY EMBRACED WITHIN THE LIMITS OF THIS SUBDIVISION IS THAT PROPERTY CONVEYED TO CITY OF RICHMOND FROM SCHOOL BOARD OF THE CITY OF RICHMOND BY DEED DATED AUGUST 21, 2017 INST. NO. 18-1430; BEING THE SAME PROPERTY CONVEYED TO THE SCHOOL BOARD OF MANCHESTER DISTRICT NO. 1 CHESTERFIELD COUNTY BY DEED DATED AUGUST 19, 1912 D.B. 130, PG. 34 RECORDED IN CHESTERFIELD COUNTY.

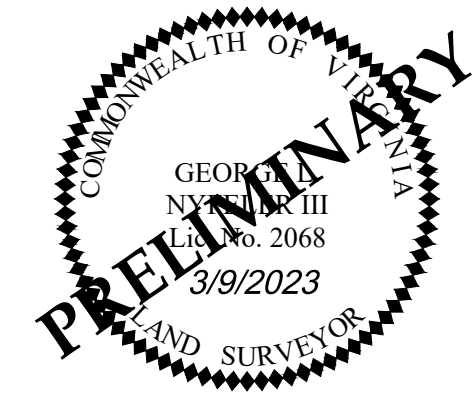


SUBDIVISION AREA = ±5.006 AC= ±218,052 SQ FT
 LOT 1 AREA = ±0.034 AC = ±1,472 SQ FT
 LOT 2 AREA = ±0.026 AC = ±1,149 SQ FT
 LOT 3 AREA = ±0.033 AC = ±1,437 SQ FT
 LOT 4 AREA = ±0.033 AC = ±1,437 SQ FT
 LOT 5 AREA = ±0.026 AC = ±1,149 SQ FT
 LOT 6 AREA = ±0.033 AC = ±1,421 SQ FT
 LOT 7 AREA = ±0.033 AC = ±1,421 SQ FT
 LOT 8 AREA = ±0.026 AC = ±1,149 SQ FT
 LOT 9 AREA = ±0.026 AC = ±1,149 SQ FT
 LOT 10 AREA = ±0.026 AC = ±1,149 SQ FT
 LOT 11 AREA = ±0.026 AC = ±1,149 SQ FT
 LOT 12 AREA = ±0.033 AC = ±1,421 SQ FT
 LOT 13 AREA = ±0.033 AC = ±1,421 SQ FT
 LOT 14 AREA = ±0.033 AC = ±1,149 SQ FT
 LOT 15 AREA = ±0.042 AC = ±1,827 SQ FT
 LOT 16 AREA = ±0.395 AC = ±17,194 SQ FT
 RESIDUAL AREA = ±4.154 AC = ±180,957 SQ FT

SUBJECT PROPERTY ZONED R-5

SURVEYOR'S CERTIFICATE

To the best of my knowledge and belief all of the requirements as set forth in the ordinance for approving plats of subdivision in the City of Richmond, Virginia have been complied with. All monuments have been previously set or will be set by the LAST day of December 2023.



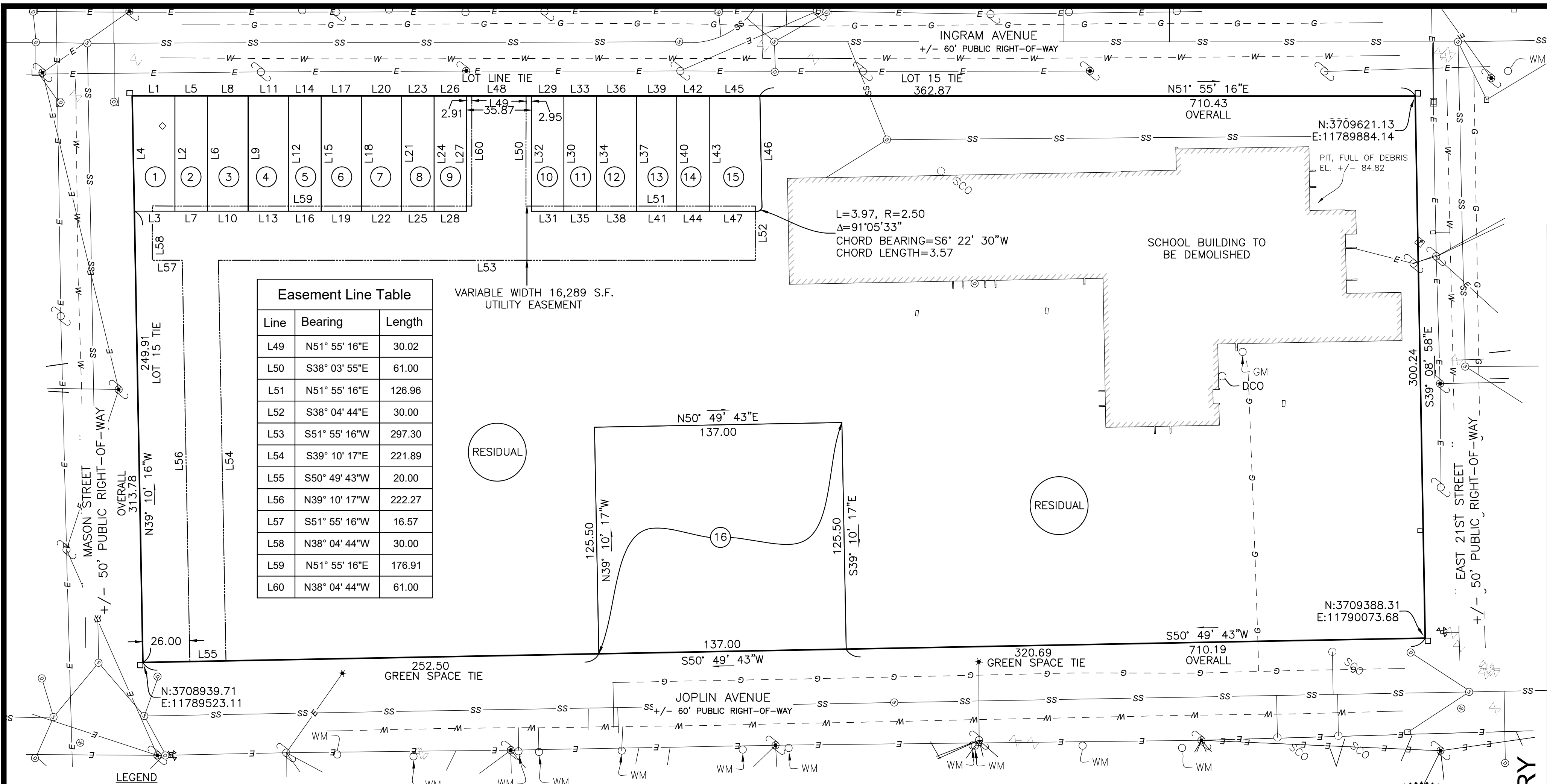
SHEET NO.: 1 OF 2	DATE: 3/9/2023	DRAWN BY: JRW
	JOB NUMBER: 22142	

619 W CARY ST. RICHMOND, VA 23220
804-277-4231 www.nyfelerassociates.com

PRELIMINARY

OAK GROVE TOWNHOME SUBDIVISION
 2200 INGRAM AVENUE
 S0000863001
 CITY OF RICHMOND, VA

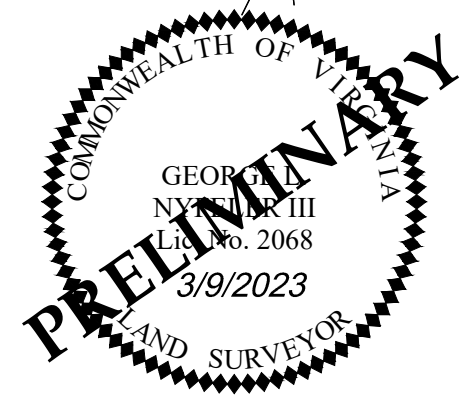
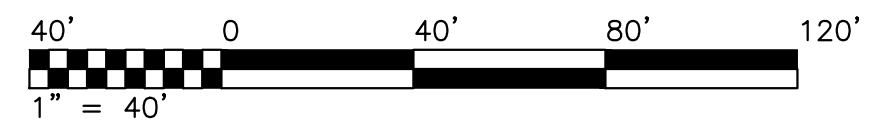
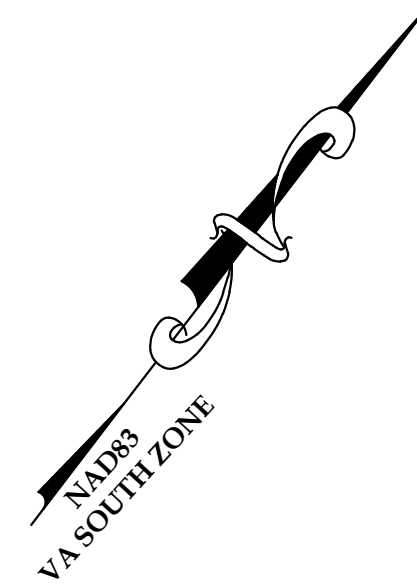




Line	Bearing	Length
L49	N51° 55' 16"E	30.02
L50	S38° 03' 55"E	61.00
L51	N51° 55' 16"E	126.96
L52	S38° 04' 44"E	30.00
L53	S51° 55' 16"W	297.30
L54	S39° 10' 17"E	221.89
L55	S50° 49' 43"W	20.00
L56	N39° 10' 17"W	222.27
L57	S51° 55' 16"W	16.57
L58	N38° 04' 44"W	30.00
L59	N51° 55' 16"E	176.91
L60	N38° 04' 44"W	61.00

Lot Line Table			Lot Line Table			Lot Line Table			Lot Line Table			Lot Line Table		
Line	Bearing	Length	Line	Bearing	Length	Line	Bearing	Length	Line	Bearing	Length	Line	Bearing	Length
L1	N51° 55' 16"E	23.67	L11	N51° 55' 16"E	22.50	L21	S38° 04' 44"E	63.86	L31	S51° 55' 16"W	18.00	L41	S51° 55' 16"W	22.25
L2	S38° 04' 44"E	63.86	L12	S38° 04' 44"E	63.86	L22	S51° 55' 16"W	22.25	L32	N38° 04' 44"W	63.86	L42	N51° 55' 16"E	18.00
L3	S51° 55' 16"W	22.45	L13	S51° 55' 16"W	22.50	L23	N51° 55' 16"E	18.00	L33	N51° 55' 16"E	18.00	L43	S38° 04' 44"E	63.86
L4	N39° 10' 16"W	63.87	L14	N51° 55' 16"E	18.00	L24	S38° 04' 44"E	63.86	L34	S38° 04' 44"E	63.86	L44	S51° 55' 16"W	18.00
L5	N51° 55' 16"E	18.00	L15	S38° 04' 44"E	63.86	L25	S51° 55' 16"W	18.00	L35	S51° 55' 16"W	18.00	L45	N51° 55' 16"E	28.02
L6	S38° 04' 44"E	63.86	L16	S51° 55' 16"W	18.00	L26	N51° 55' 16"E	18.00	L36	N51° 55' 16"E	22.25	L46	S39° 10' 17"E	61.32
L7	S51° 55' 16"W	18.00	L17	N51° 55' 16"E	22.25	L27	S38° 04' 44"E	63.86	L37	S38° 04' 44"E	63.86	L47	S51° 55' 16"W	26.69
L8	N51° 55' 16"E	22.50	L18	S38° 04' 44"E	63.86	L28	S51° 55' 16"W	18.00	L38	S51° 55' 16"W	22.25			
L9	S38° 04' 44"E	63.86	L19	S51° 55' 16"W	22.25	L29	N51° 55' 16"E	18.00	L39	N51° 55' 16"E	22.25			
L10	S51° 55' 16"W	22.50	L20	N51° 55' 16"E	22.25	L30	S38° 04' 44"E	63.86	L40	S38° 04' 44"E	63.86			

- LEGEND**
- FOUND MONUMENT
 - ⊙ SANITARY SEWER MANHOLE
 - SS — SANITARY SEWER LINE
 - ⊙ STORM SEWER MANHOLE
 - SD — STORM SEWER LINE
 - WM WATER METER
 - W — WATER LINE
 - ⊕ FH FIRE HYDRANT
 - ⊕ WV WATER VALVE
 - GM GAS METER
 - ⊕ GV GAS VALVE
 - G — GAS LINE
 - E — OVERHEAD UTILITY LINE
 - OVERHEAD UTILITY POLE
 - GUY WIRE
 - ★ ELECTRIC METER
 - ★ LIGHT POLE



PRELIMINARY

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2200 INGRAM AVENUE
S0000863001
CITY OF RICHMOND, VA

SHEET NO.: 2 OF 2	SCALE: 1" = 40'
DATE: 3/9/2023	JOB NUMBER: 22142
	DRAWN BY: JRW