Previous Information Provided Fieldstone Housing Development

- **Powerpoint Presentation by William Park – February 9, 2015**
- **Town of Blacksburg – Resolution of Support**
- **Town of Blacksburg – Rezoning Ordinance**
- **Proffer Statement**
- **Letter to Town of Blacksburg from James Cowan 2-24-2015**
- **Letter to Town of Blacksburg from James Cowan 2-18-2015**
- **Relocation and Rental Agreement**
- **Relocation Map**

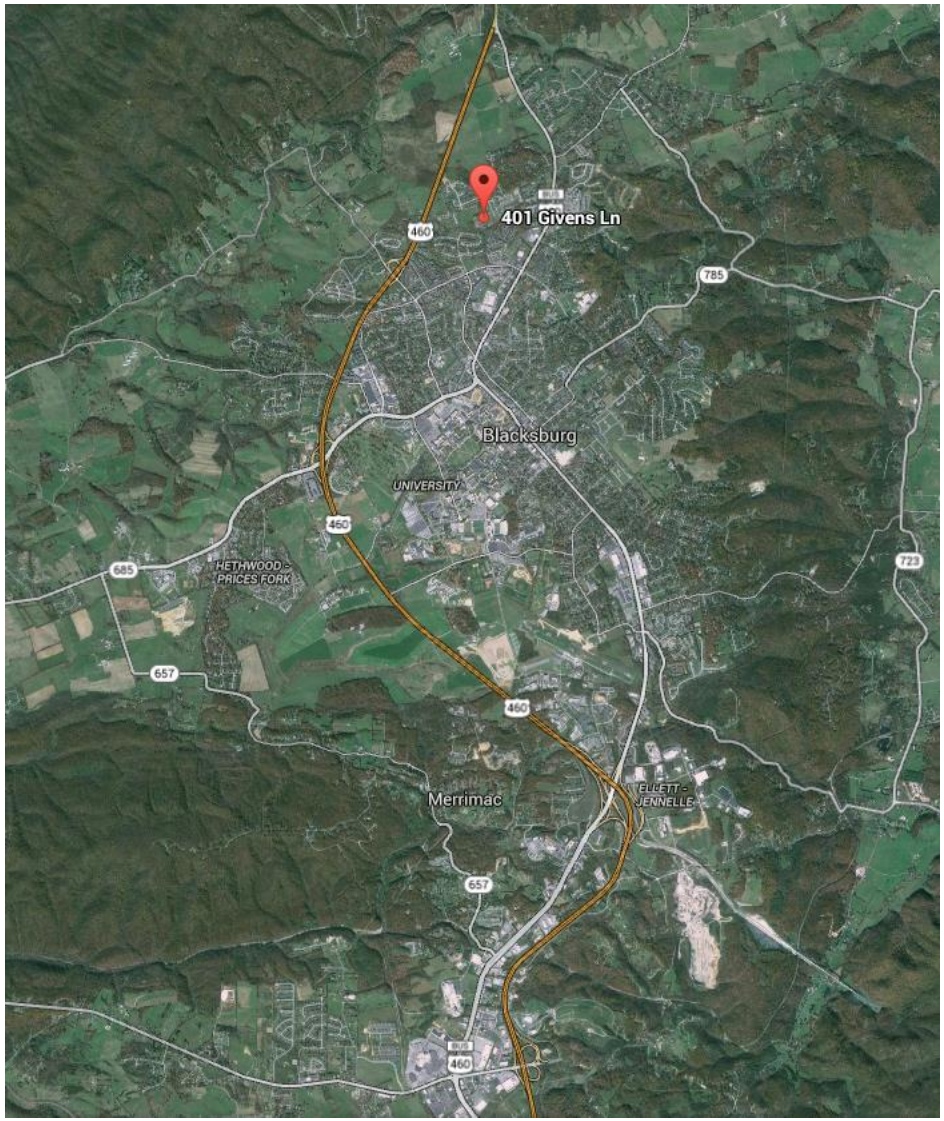
FIELDSTONE
Planned Residential District

PINNACLE CONSTRUCTION
& DEVELOPMENT CORPORATION

William N. Park

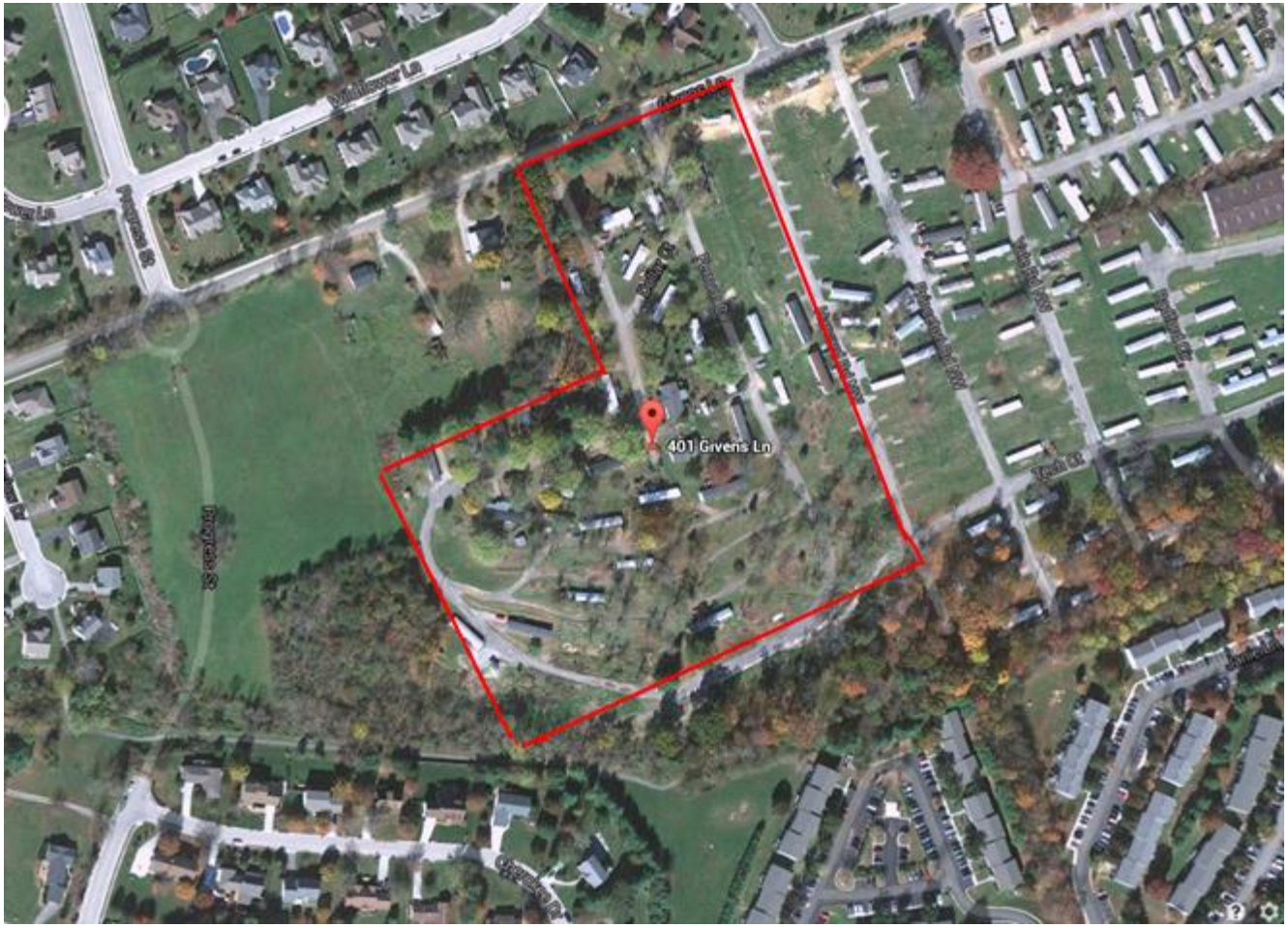
Fieldstone

Givens Lane
Town of Blacksburg



Fieldstone

Currently part of Blacksburg Estates Mobile Home Park



Fieldstone

Conceptual Site Plan

144 Apartment Homes

60 Senior Residences

84 Family Residences

Community Building with Fitness Center, Gardens, Playground, Picnic Area

Fieldstone

- 144 Apartment Homes
  - *60 Affordable Senior Residences*
    - Target Market: active retirees, empty-nesters (ages 55+)
    - Reserved for senior households with incomes less than 40%, 50%, and 60% of Area Median Income

  - *84 Affordable Workforce Residences*
    - Target Market: families
    - Reserved for households with incomes less than 60% of Area Median Income

Blacksburg-Christiansburg-Radford, VA HUD FY 2014 Area Median Income $70,900*

60% Income Limits

Household Size	1 Person	2 Person	3 Person	4 Person
50% Income Limits	$24,850	$28,400	$31,950	$35,450
Conversion Factor	1.2	1.2	1.2	1.2
60% Income Limits	**$29,820.00**	**$34,080.00**	**$38,340.00**	**$42,540.00**

*Area Median Income for neighboring areas:

Giles County: $53,000
Pulaski County: $52,600
Floyd County: $52,800

Who would qualify?

Assuming a family of four persons, the following is a sample of local employees who would qualify for the affordable workforce housing:

Job Title	Salary
MCPS Teacher (Step 7 with Master's Degree)	$42,365
MCPS Administrative Assistant (Level III)	$42,244
MCPS High School Head Custodian (Level III, Step 9)	$41,911
MC Child Protective Services Worker	$40,903
Town of Blacksburg Police Sergeant	$42,248
MC Deputy Court Clerk	$42,235

Fieldstone: Senior Residence

Conceptual rendering

Fieldstone: Family Residence

Conceptual rendering

Fieldstone: Community Building

Conceptual rendering

Fieldstone

View from Givens Lane to existing Blacksburg Estates.

Fieldstone

View from location of Apartment Building #2 toward SWM area and neighborhoods to the south.

Fieldstone

View from neighborhood south of SWM area to existing Blacksburg Estates Mobile Home Park.

Fieldstone

- Development is consistent with Montgomery County Comprehensive Plan goals:
  - **Government and Planning Goals PNG 1.0 Local and Regional Cooperation**: Think regionally in order to provide public goods and services more efficiently and effectively.
  - **Housing: Goals HSG 1.1 Affordable Housing**. Promote affordable, quality housing for all income levels.
  - **Housing: Goals HSG 1.1.3 Affordable Housing Incentives**. Provide incentives for affordable housing development.
  - **Housing: Goals HSG 1.1. 4 Public/Private Partnership**. Promote the development of public private partnerships to address the needs of moderate, low, and very low income resident.
  - **Housing: Goals HSG 1.3 Safe and Livable Neighborhoods**. Promote the use of safe and livable neighborhood designs in residential development.

Fieldstone

- Proffers give waiting list preference to current residents of Montgomery County and the Town of Blacksburg.
- Project to be developed in accordance with EarthCraft sustainable standards for site design and building.
- Developer will include a Deed Restriction for 30 years or more. This is an Extended Compliance beyond mandatory 15 year requirement for LIHTC.
- When completed, the apartment will be professionally managed by Park Properties Management Company, an affiliate of the developer and VHDA certified property manager.

Qualified Allocation Plan: VHDA's Selection Criteria for LIHTC

1. Readiness: *Zoning*
2. Housing Needs Characteristics:

   Locality Support

   Real Estate Incentives

   Subsidized funding commitment (i.e. waiver of utility fees, permit fees, utilization of SWM facility)
3. Development Characteristics
4. Tenant Population Characteristics
5. Sponsor Characteristics
6. Efficient Use of Resources (*See #2 above*)
7. Bonus Points
   - Rents and Incomes $\leq$ 50% AMI
   - Extended Compliance

Italics: items where Town and County can participate to increase competitiveness of application

"Success is where preparation and opportunity meet."

PINNACLE CONSTRUCTION
& DEVELOPMENT CORPORATION

William N. Park, President
1821 Avon St. Suite 200
Charlottesville VA 22902
434-979-2900
wpark@pinnacleconstructionva.com

www.pinnacleconstructionva.com

Judy Kiser

From: Mary Biggs
Sent: Sunday, February 22, 2015 9:47 PM
To: Craig Meadows
Cc: ## BOS; Carol Edmonds; Marty McMahon; Angie Hill; Vickie Swinney; Judy Kiser
Subject: Re: Fieldstone Development

Thanks Craig!

Mary

Sent from my iPad

On Feb 22, 2015, at 5:39 PM, Craig Meadows <meadowsfc@montgomerycountyva.gov> wrote:

> Good afternoon –
>
> Please see below the information I received from Matt Hanratty with the Town of Blacksburg regarding the proposed Fieldstone development.
>
> Using the same information as developed by the Town, the computation of the County's requested financial incentive for this project yields the following:
>
> Current property assessment of Blacksburg Estates - $584,300
> Estimated increase in property assessment – 144 units @$50,000 per unit = $7,200,000
> Annual financial incentive – ($7,200,000 - $584,000)/100 X $0.89 tax rate = $58,882.40 per year
> (total financial incentive of $883,236 over 15 years)
>
> According to Matt's email, Blacksburg's proposed financial incentive totals $605,045, with an additional $395,258 in "in kind" incentive for use of an existing stormwater retention pond.
>
> We will include this information as a tab with the agenda for Monday's Board work session on this item. If you have any other questions prior to Monday's meeting, please let me know –
>
> All the best,
>
> Craig
>
> **From:** Matt Hanratty [mailto:mhanratty@blacksburg.gov]
> **Sent:** Friday, February 20, 2015 4:08 PM
> **To:** Craig Meadows
> **Cc:** Marc Verniel
> **Subject:** RE: Fieldstone Development

Craig,

The incremental real estate taxes were calculated as follows for the development:

- Current assessment: $584,300.
- Estimated increased assessment: 144 units @ $50,000/unit = $7.2 million.
- $7,200,000 - $584,300 = $6,615,700/100 x $0.22 = $14,445/year x 15 years =$216,675 total

If Town Council approves the financial incentives resolution on Tuesday night the taxes would actually be rebated back to the developer after they paid them through the EDA. The other components of the financial incentives are the waiving of the water and sewer availability fees which totals $355,785 and $32,585 in waived building permit fees (The building permit fees are based off a $9,500,000 construction cost value less 2% of the building permit fee that goes to the state). In talking with our Larry our Town Attorney the building permit fees will in all likelihood follow the same structure as the tax abatement and have to be rebated through the EDA. The total package is $605,045 in waived fees. The Town is not paying anything out of pocket.

In addition, to put some perspective on the project, the subsidy comes at a cost of $4,201 / unit (144 units / $605,045). Compared to the HOME program which has participated in the development or redevelopment of 342 units at a cost of $5,120,839 ($14,973 / unit).

The other piece of the package is the use of the Town's stormwater management facility located directly behind the project. The Developer would modify the Town's existing pond in order to be able to use it for their development. Balzer and Associates has estimated this value at $395,258 which is more for the purposes of the tax credit application.

If you have any additional questions please let me know and I would be happy to answer them.

Best regards,
Matt

Matthew T. Hanratty
Housing and Neighborhood
Services Manager
Town of Blacksburg
303 Wilson Avenue
(540) 951 - 4337
(540) 558 - 0719 fax
mhanratty@blacksburg.gov
http://www.blacksburg.gov

TOWN OF
Blacksburg
a special place

RESOLUTION 2-D-15

A RESOLUTION EXPRESSING THE TOWN'S COMMITMENT TO SUPPORT THE DEVELOPMENT OF AFFORDABLE HOUSING ON GIVENS LANE

WHEREAS, pursuant to Virginia Code § 36-55.30, the Virginia Housing and Development Authority ("VHDA") may exercise powers related to the development and financing of residential housing in the Commonwealth of Virginia;

WHEREAS, as the administrator of the federal Low-Income Housing Tax Credit (LIHTC) program, VHDA has finalized the 2015 Qualified Allocation Plan ("QAP") that governs the process for application and award of LIHTC credits to eligible affordable housing developments;

WHEREAS, under the QAP, VHDA will award application points to LIHTC project where a resolution passed by the locality in which the proposed development is to be located commits financial support to the development in a form approved by the Authority or provides a commitment to donate land, buildings or tap fee waivers;

WHEREAS, the LIHTC can be leveraged to provide affordable housing within the Town of Blacksburg;

WHEREAS, the proposed Fieldstone development ("Development") located at 401 Givens Lane is designed to provide affordable housing within the Town of Blacksburg and will include 60 age-and income-restricted units (Fieldstone Senior), and 84 income-restricted multi-family units (Fieldstone Family);

WHEREAS, the Town of Blacksburg owns, operates, and maintains a stormwater management facility on Parcel 196-1-3E, adjacent to the proposed Development, and desires to commit to providing support by permitting the Development to this facility (including the upper basin and appurtenances) (which is the equivalent of a donation of $395,258.46) to help the project to receive points under the LIHTC program; and

WHEREAS, the Town of Blacksburg has also determined to commit to waiving certain development fees and to providing grants through the Montgomery County Economic Development Authority based on increased real estate values to help the proposed Development receive points under the LIHTC program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Blacksburg:

1. That, in accordance with 13 VAC 10-180-60, the Town of Blacksburg hereby commits financial support to the Fieldstone development as follows:

A. Support valued at $395,258.46, as set forth in the certification of Balzer and Associates, Inc., dated February 2, 2015, by permitting the use of an existing stormwater management facility (including the upper basin and appurtenances) on Town property; and

B. Waiver of building permit fees for the Fieldstone development as follows:

a. Fieldstone Senior: $12,250.00;
b. Fieldstone Family: $21,000.00;

C. Waiver of Water and Sewer Connection (Tap) Fees as follows:

a. Fieldstone Senior: $275,220.00;
b. Fieldstone Family: $ 80,565.00;

D. An annual grant through the Montgomery County Economic Development Authority for fifteen years in the amount of Town real estate taxes on the tax increment (the amount of future increases in the real estate tax assessment above the existing assessment) of the Fieldstone property (as described in the metes and bounds legal description included in the rezoning application dated November 3, 2014 and revised February 5, 2015 that was approved by Ordinance 1758), which shall be determined by subtracting (i) the stipulated current assessed value of the Fieldstone property ($584,000) from (ii) the future assessed value of the Fieldstone property (as determined by the Montgomery County Commissioner of the Revenue) on an annual basis, subject to annual appropriation, beginning on January 1st following the issuance of a final certificate of occupancy for the Development.

2. That, the Town Council will take the appropriate actions required to provide the support specified in the preceding paragraph subject to the following: (i) appropriation of any necessary funds, (ii) the relocation of existing mobile home tenants on the Development site to the Town Council's satisfaction, (iii) the tax credit entities' (Fieldstone Senior LP and Fieldstone Family Partners LP) receipt of the LIHTC, and (iv) the construction and use of the Development in accord with the approved rezoning (Ordinance 1758).

Mayor

ATTEST:

Donna Boone-Caldwell

Town Clerk

Date of Adoption: February 24, 2015

Ordinance 1758

AN ORDINANCE REZONING APPROXIMATELY 10.97 ACRES ON GIVENS LANE FROM PLANNED MANUFACTURED HOME DISTRICT TO PLANNED RESIDENTIAL DISTRICT

WHEREAS, Bluestone Land, LLC, has submitted a request to rezone land lying in the Town of Blacksburg on Givens Lane comprising Tax Parcel 196-1 3 and a portion of Tax Parcel 196-1 1 from PMH, Planned Manufactured Home District, to PR, Planned Residential;

WHEREAS, this requested rezoning has been reviewed by Town staff, the Planning Commission and Town Council; and

WHEREAS, after this study, review, public notice and citizen participation, and after completion of all steps and procedures required by law, this Council makes the following findings:

(a) the proposed development described in the rezoning application is consistent in all respects with the intent and applicable standards of the Zoning Ordinance;

(b) the proposed development is in conformity with the portions of the Comprehensive Plan that apply; and

(c) the public necessity, convenience, general welfare and good zoning practice so require.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Blacksburg:

1. That the official zoning map is amended by rezoning from PMH, Planned Manufactured Home District, to PR, Planned Residential, the following described property: Tax Parcel 196-1 3 and a portion of Tax Parcel 196-1 1, as described in the metes and bounds legal description included in the rezoning application dated October 31, 2014, and date-stamped November 3, 2014.

2. That this is a conditional rezoning, as authorized by Virginia Code § 15.2-2298, and the terms and provisions of (i) the Proffer Statement dated January 9, 2015, voluntarily submitted by Bluestone Land, LLC, (ii) the application dated November 3, 2014, and revised January 9, 2015, and (iii) the master plan dated November 3, 2014, and revised January 9, 2015, shall govern the development of this land.

3. That a Special Exception is granted to Use & Design Standard § 4216 (a) (3) to modify the requirement that multifamily buildings face the street.

4. This Ordinance shall be effective on and after the date of its adoption.

Mayor

ATTEST:

Donna Boone-Caldwell
Town Clerk

1st Reading: January 13, 2015

2nd Reading & Adoption: February 10, 2015

APPROVED AS TO CONTENT:

Anne McClung
Director of Planning and Building

APPROVED AS TO LEGAL SUFFICIENCY:

Town Attorney

Proffer Statement for the Application of Blacksburg Estates, LLC. dated February 5, 2015

Pursuant to Section 15.2-2298 of the Code of Virginia (1950) as amended, and Section 1160 of the Town of Blacksburg Zoning Ordinance, Town Code Appendix A, Blacksburg Estates, LLC hereby voluntarily proffers that the property which is the subject of this Application (Tax Parcel #196-1 3 and part of Tax Parcel #196-1 1) will be developed in accordance with the following conditions. The owner, its successors and assigns, voluntarily proffer for the property as follows:

1) The property shall be developed in substantial conformance with the submitted rezoning application entitled *REZONING APPLICATION FOR FIELDSTONE PLANNED RESIDENTIAL DEVELOPMENT* (the "Application") dated November 3, 2014 and revised on February 5, 2015.

2) Within three years from the date of this Proffer Statement, the Applicant will assist Blacksburg Transit to determine the appropriate location (within a quarter-mile of the development) for a covered bus shelter along Givens Lane. Upon receipt of the Certificate of Occupancy for the final unit of the Development, Owner shall contribute $10,000.00 to the Town of Blacksburg for installation by Blacksburg Transit of a covered bus shelter at such location.

3) The development will include a private community center in the location described within the application and shown on the master plan. The community center will include the following amenities; a fitness center, a community room, and leasing/management office facilities.

4) All existing mobile home units located on the property shall be relocated or removed by AUGUST 1, 2015.

5) There shall be no opaque or privacy type fencing installed adjacent to the Givens Lane right of way.

6) All multi-family buildings within the Project shall be designed and constructed so as to be rated "Certified" under the EarthCraft Multifamily 2014 Technical Guidelines. This certification will be performed by a certified inspector from EarthCraft itself within twenty-three months of the last certificate of occupancy issued for the development.

7) After allocation of Low-Income Housing Tax Credits to the project, but before the first certificate of occupancy is issued for the development shown in the application, the Owner will enter into a Regulatory Agreement with Virginia Housing Development Authority to covenant the occupancy and income restrictions on the units for a minimum of thirty (30) years, which shall be recorded and shall run with the land. These covenants shall provide for the development on the property of 84 units reserved for households with incomes less than 60% Area Median Income (AMI) and 60 units reserved for senior households with incomes less than 40%, 50% and 60% AMI in accordance with the Virginia 2015 Federal Low Income Housing Tax Credit Program Application for Reservation

8) The apartment complex tenant selection plan guidelines shall provide, subject to federal, state, and local housing laws, for the following local residency preference:

The eligibility criteria for residency will give preference to any person who currently resides in the Town of Blacksburg or the County of Montgomery. All applicants will need to meet the qualifying guidelines for rental. Upon receiving an approved application, any application for a person eligible for this preference will be given priority over other applications.

Placement on the waiting list will be based on the date the application was approved and the prospective tenant fulfilled the rental qualification guidelines, whichever is later. For example, if a resident from Blacksburg applies for an apartment on June 1st and he or she satisfied the rental qualifying guidelines on June 30th, then the date that he or she would be placed on the waiting list would be June 30th. In this case, he or she would be placed ahead all other approved applicants ineligible for the local residency preference who were on the waiting list for a unit prior to June 30th. The assignment of apartments will be based on the waiting list, which will provide that units will first be made available to persons eligible for the local residency preference.

The undersigned hereby warrants that all of the owners of a legal interest in the subject property have signed this proffer statement, that they have full authority to bind the property to these conditions, and that the proffers are entered into voluntarily.

Frank Bruno, Managing Member
Blacksburg Estates, LLC

Commonwealth of Virginia
County of Montgomery
The foregoing instrument was acknowledged before me this 6th day of FEBRUARY 2015, by FRANK BRUNO of BLACKSBURG ESTATES.

Notary Public

My commission expires: 6/13/18

Jason R. Westfort
Notary Public
State of Florida
My Commission Expires 06/13/2018
Commission No. FF 132345

COWAN PERRY PC
202 S. MAIN ST STE 202 | BLACKSBURG, VIRGINIA 24060 | (540) 443-2850 main
317 WASHINGTON AVE, SW | ROANOKE, VIRGINIA 24016 | (540) 777-3450 main
jcowan@cowanperry.com | (540) 443-2860 direct | (888) 755-1450 facsimile

February 24, 2015

Via Email to: mhanratty@blacksburg.gov

Matthew T. Hanratty
Housing and Neighborhood
Services Manager
Town of Blacksburg
303 Wilson Avenue

In re: Blacksburg Estates and Fieldstone Affordable and Senior Housing Rezoning

Dear Matt:

I am writing as a follow up to my letter to you last week, and to provide an additional update ahead of tomorrow's Town Council meeting. Specifically, I have had forwarded to me an email from Mr. Murray to Town Council. That email does not reflect the significant efforts that have been made to date to work with Mr. Murray and to discuss options with him regarding the relocation.

As you know from our emails over the last week, we have been working diligently on the specific lot locations for each affected resident and have provided you with a map showing each trailer (park owned and resident owned) that will be relocated, and the lot to which the resident will move to.

As regards Mr. Murray's email to Council, I would note the following and ask that you share this information with Town Council. What Mr. Murray has stated in his email is not factually correct. Mr. Mike Clifford, with Blacksburg Estates, did meet with Mr. Murray to discuss his options, and in fact did so prior to the Town Council vote. Regrettably, during that meeting, Mr. Murray made a number of demands and a threat to start "shooting things up," which it is unclear if was serious or a joke. After the Town Council meeting, I spoke with Mr. Murray personally. I confirmed that he had my phone number, to the point of having him show me that it was in his phone, and asked that he call *me* to discuss his options, and the related issues (given the tenor of his meeting with Mr. Clifford). I would also note that I have sent Mr. Murray two letters asking him to call me with any questions and providing my contact info.

Following Mr. Murray's subsequent comments, we engaged Ms. Fortier with Habitat for Humanity to assist in discussing the relocation options and assistance with Mr. Murray. I would reference the attached emails from Ms. Fortier, myself (and in many cases you) that detail these efforts and meetings with Mr. Murray. Mr. Murray first indicated to Ms. Fortier on Feb. 16 that he was willing to move into a replacement unit if his could not be moved, and shared his budget constraints. We then began to explore some options to address his specific situation, and I responded to Mr. Murray, you and Shelley that same day. We also provided Mr. Murray with a copy of the relocation agreement and lot lease (you were copied on that email).

We suggested that the first step is to have his unit inspected, as we do not know for sure whether it can be moved, or whether, if not, some additional structural work would allow this. Mr. Clifford offered to do this when he met with Mr. Murray in late January, and Mr. Ferguson and Ms. Fortier agreed to follow up with Mr. Murray on this again on Feb. 17, 2015. Mr. Clifford spoke again with Mr. Murray on February 18 to attempt to schedule the structural inspection, and Mr. Murray indicated that as he had been working with Ms. Fortier he would schedule it through her. That same day I sent you a letter with the relocation map, initial schedule, and update on the status.

On the 19th, Mr. Murray was included in a series of emails discussing options for his relocation, and the possibility of the owners providing him with a trailer that they had recently purchased to set up on the property for a new tenant. Mr. Murray was even provided pictures of the unit, and while the unit is not new it is in significantly better condition than Mr. Murray's current residence. That same day we shared the details of this option with Mr. Murray, and Ms. Fortier asked him for his thoughts on this option. You were not copied on this email, but a copy is attached to this letter. Ms. Fortier subsequently indicated in an email to you that Mr. Murray wanted a "fight" and not to work through them to finalize a relocation plan, and that as such, she would not be working with him further. As of today, Mr. Murray has still never followed up with me or with Mr. Clifford, either regarding the offer contained in that email, or the requested structural inspection of his current home.

Despite the foregoing difficulties, the owners remain committed to working with every resident, including Mr. Murray, to effect a smooth relocation. We remain willing to do the following for Mr. Murray, which goes far beyond what the owners are legally required to do:

1. **Pay for a structural inspection of Mr. Murray's unit to determine if it can be moved either in its present condition, or with structural work performed at the owner's expense;**
2. **If Mr. Murray's unit cannot be cost effectively relocated and/or repaired and relocated due to its failing condition, then in light of his**

financial condition, the owner's will sell him the replacement mobile home discussed above with no down-payment, which he will then own. They will provide him with an interest free loan, and set will set his payment for the new trailer at $25.00 per month for the life of the loan (no increases). As such, his total payment would go from the $275.00 he is currently paying in lot rent, to $300.00, and he would have a replacement home that is in much better condition than his current residence;

3. Mr. Murray will be offered the same relocation and lot lease agreement, and commitments from the owners to pay the costs of his move, new porch construction as set forth therein, and the set up and utility connections for this new unit (all as provided under that agreement). A copy of this agreement has been provided to him. He will continue to remain responsible for lot rent at his current rate, subject only to the capped annual rent increases in the agreed upon relocation agreement; and

4. The owners will pay for the disposal, if necessary, of his current unit (which he is currently responsible for under his lease, and which will cost several thousand dollars).

To be frank, I do not know what more could possibly be expected of the owners under this circumstance. We will also reach out to the church and Habitat to see if there is interest in assisting Mr. Murray with the $25.00 payment to purchase the new unit, should he require such assistance. If you have any questions regarding the foregoing, please let me know. I would ask that you share this correspondence with Council ahead of tomorrow's meeting so that they can understand the significant efforts which are being made to assist the residents, including Mr. Murray.

Regards,

Jim

James K. Cowan, Jr.

cc: Shelley Fortier, Habitat for Humanity
Lou Ferguson
Mike Clifford

COWAN PERRY PC
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317 WASHINGTON AVE, SW | ROANOKE, VIRGINIA 24016 | (540) 777-3450 main
jcowan@cowanperry.com | (540) 443-2860 direct | (888) 755-1450 facsimile

February 18, 2015

Via Email to: mhanratty@blacksburg.gov

Matthew T. Hanratty
Housing and Neighborhood
Services Manager
Town of Blacksburg
303 Wilson Avenue

In re: Blacksburg Estates and Fieldstone Affordable and Senior Housing Rezoning

Dear Matt:

I am writing to provide an update on the relocation plan and details ahead of tomorrow's work session. As I indicated, I have a hearing in Pulaski in the morning and may not be back in time to attend the rescheduled meeting. I believe Steve Semones is planning to attend.

As you know from our emails over the last week, we have been working diligently on the specific lot locations for each affected resident. We have completed meeting with the residents regarding this, and attached is a copy of the map showing each trailer (park owned and resident owned) that will be relocated, and the lot to which the resident will move to. Each resident is being sent a copy of the attached updated relocation agreement with their lot, tenant, and other specific information individually. We hope to have that completed within the next several days now that the locations have been determined, subject to any additional resident feedback. One resident has provided us with requirements and an information request from his lender regarding the unit's relocation, and we will work with him to provide the necessary information, and to schedule that unit later in the move to allow sufficient time for that process to be completed.

You will note that there are four lots that are noted TBD. One of these, Mr. Cumbee, has indicated to us that he is looking for a location outside of the park to relocate to and is not interested in relocting. Should he choose to relocate within the park, we will determine a mutually acceptable location for him, and provide him with a relocation agreement. Otherwise, we will work with him on his transition to a new location. Two of the remaining TBD lots are residents whose units we do not believe can be relocated due to their condition. We are working with each on providing a home for them to rent from the owners of the park, and assistance with that transition and disposal of their unit. One has an interest in the current resident moving into the new senior housing project when it is complete, and we will work to assist in that application process. The final resident on the TBD list we are working with now to get permission to perform a structural inspection and determine if the unit can be moved as is (or perhaps with some additional work to it). You have been copied on those emails, and we will continue to work with all interested parties to try to find a solution and determine what the options there might be within the framework that has been established under the proposed relocation agreements and commitments.

As far as the site work and relocation timeline, we had planned to have the excavation contractor out there this week, but the snow has delayed that. Once the weather clears, we have engaged Jones excavating to begin work on lots 3073, 3050, 3017, 3082 and 3037, as we know these need more extensive site work. They will also begin to perform some of the needed road work, weather permitting. The owners are also beginning lot prep work on lots 3201, 3101, 3195. Lot 3153 is currently in progress. The owners are working to finalize a contract with Silver Springs Mobile Home Setup, Inc., to perform the unit moves. Silver Springs is a licensed insured mobile home mover.

The planned relocation timeline is as follows:

February	March	April	May	June	July
James Duncan	Callie Gilly	Linda Elliott	Kelly Cahill	Ed Williams	Joe Elliott
Robert Lowe	Patricia Campbell	George Owens	Freida Linkous	Geneva Dowdy	James Landry
Jose Martin	Ellie Spradlin	Teresa Cooper	Betty Elliott	Robert Linkous	

This plan is still being finalized with the contractors, and obviously will change somewhat due to weather, the town inspection schedule, resident needs and preparation, availability of the temporary housing units, etc. It is our goal to provide at least thirty (30) days notice to each affected resident once this schedule is finalized, and to update them regularly as the process moves forward, providing as much notice as is possible of any subsequent changes that affect them (acknowledging that the longer notice period may not always be possible). We will coordinate these dates with the moving and storage of their personal belongings in the unit (at our cost), and the provision of temporary housing, etc.

As these plans are refined and finalized, we will update you, Ms. Fortier, and Mr. Ferguson regularly, and we appreciate your support and input on making the transition as smooth as possible for all involved.

Regards,

Jim

James K. Cowan, Jr.

BLACKSBURG ESTATES, LLC
RELOCATION AND RENTAL AGREEMENT

THIS RELOCATION AND RENTAL AGREEMENT (the "Lease") is made and entered into this ____ day of February 2015, between the Landlord and the Tenant(s) indicated below:

LANDLORD: Blacksburg Estates, LLC
Address: 301 Givens Lane, Lot #114
Blacksburg, VA 24060

TENANT(s): _____
Address/Lot #: _____
Blacksburg, VA 24060

Phone(s): _____ (home)
_____ (work)
_____ (cell)
_____ (other)

Current Lot Number: _____

Lot Number after Relocation: _____

Type of Home	*Term*	*Rent (per month)*	*Start Date*	*Security Deposit*

RELOCATION OF MOBILE HOME:

1. RELOCATION OF MOBILE HOME. Tenant acknowledges that they have been given proper and timely 180 days notice of Landlord's intent to terminate their current lease as part of the redevelopment of a portion of Blacksburg Estates for the Fieldstone affordable and Senior Housing Project. In conjunction therewith, Landlord has offered, subject to the terms of this agreement, to relocate Tenant's mobile home to another available lot in the park, and specifically to the new lot referenced herein. The parties enter into this agreement to effect this relocation and a new lease term.

2. TIMING OF RELOCATION. Landlord intends to effect the relocation on a scheduled basis between the date of this agreement and August, 2015, and Tenant agrees to same. The parties acknowledge that this schedule is subject to obtaining required Town approvals, and could be extended. As the final schedule is developed, Landlord will keep Tenant apprised of the schedule and any changes thereto on a timely basis.

3. COST OF RELOCATION. Landlord agrees to pay the cost for the relocation of the mobile home, and its related utility hookups. Landlord will construct a new porch on each mobile home that is relocated, but the parties acknowledge that the new porch may not be the same size as the existing porch, and will be subject to the Town's setback rules applicable to the new lot. Landlord and Tenant shall work together on this issue with the Town to seek permission for larger decks where appropriate.

4. INSURANCE. Landlord agrees that the mobile home unit will be moved by an insured company licensed to perform such services in Virginia.

5. TEMPORARY HOUSING. Landlord will provide, at its expense, temporary housing for Tenant during the move if they do not have other preferable options. Landlord has two mobile homes available for temporary housing.

6. CONTENTS OF MOBILE HOME AND LOT. Once Tenant is given notice of their relocation date(s), it is their responsibility to pack their personal belongings and to clean and remove all personal property from their current lot prior to this date. New sheds or outside storage units will be as permitted by Town Code, and will be the responsibility of the Tenant to provide. Current outbuildings and sheds will not be relocated by Landlord. During the move, Landlord will provide a location for temporary storage of Tenant's personal property that cannot remain in the mobile home while it is being moved, and will move their personal property that is inside the mobile home unit to the relocated unit.

7. INSPECTION AND STRUCTURAL SOUNDNESS. The mobile home will be inspected, and reviewed as needed by a structural engineer, to insure that the unit may safely be relocated. Tenant agrees to allow access to their mobile home for this purpose. If a unit cannot be relocated due to its condition, Landlord will allow Tenant to terminate this Lease upon payment of all monies due and owing up through the date of termination, and either Tenant's removal of the mobile home from its current lot by Tenant, or Tenant entering into an agreement allowing Landlord to dispose of the unit. Should this be necessary, Landlord will agree to take possession of the mobile home and dispose of it at Landlord's expense. Landlord will work with any such Tenant, in conjunction with involved community groups, to identify new housing options within the Blacksburg Estates community.

8. LOT RENT INCREASE PROTECTION FOR RELOCATED TENANTS. Landlord will maintain Tenant's Rent at the rate set forth in their current Lease with Landlord for the one (1) year Term of this Relocation and Rental Agreement, as set forth below. Thereafter, annual Rent increases for the next three (3) years shall not exceed five percent (5%) per annum, effective March 1 of each year. Should a Tenant elect to move to a larger unit type, a double lot (where now on a single lot), or make other similar upgrades, the Rent will be adjusted accordingly by the agreement of the parties and in accordance with Landlords current rates for such units and lots.

TERMS OF RENTAL AGREEMENT:

1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions set out in this Lease, Lot _____ of the Blacksburg Estates Mobile Home Park, and upon relocation of the mobile home, Lot _____. (the "Site")

2. TERM. The term of this Lease (the "Term") shall commence on the ___ day of _____, 20___ (the "Commencement Date"), and shall continue for a period of one (1) year, unless sooner terminated as provided herein. Unless either party provides notice of termination at least thirty (30) days prior to the end of the Term, this Lease shall continue on a month-to-month basis; however, Landlord will provide sixty (60) days' written notice of any change to the terms of this Lease. Landlord shall not be liable for failure to give possession of the Site to Tenant upon the Commencement Date. In such an event, Rent shall not accrue until possession is given to, or is made available to, Tenant and the Term of the Lease shall extend accordingly. During any renewal or extension of the Term, or any month to month-to-month extension, the Rent shall increase by 5% per annum, with the increase effective March 1 of each year.

3. RENT. Tenant covenants and agrees to pay Landlord, as rent during the Term hereof, the sum of $_____ per month (the "Rent"), to be paid to and received by Landlord at the address above in advance, on or before the first day of each month during the Term. **RENT NOT RECEIVED BY THE FIFTH DAY OF THE MONTH WILL BE ASSESSED A LATE CHARGE OF $25.00. IF RENT IS NOT RECEIVED BY THE 16H WILL BE ASSESSED AN ADDITIONAL LATE CHARGE OF $25.00. IF A RENT CHECK IS DISHONORED BY TENANT'S BANK FOR ANY REASON, A RETURNED CHECK FEE OF $50.00 WILL BE ASSESSED. AFTER TWO (2) RETURNED CHECKS FROM TENANT, CHECKS WILL NOT LONGER BE ACCEPTED.** Rent includes costs of garbage collection and disposal and common area maintenance. If the Commencement Date of this Lease falls on a date other than the first day of a month, the Rent shall be prorated on the basis of the total Rent otherwise payable for that month. Landlord acknowledges payment of prorated Rent in the amount of $_____ for the month of _____, 20___.

4. SECURITY DEPOSIT. Landlord hereby acknowledges receipt of a security deposit in the amount of $_____ (the "Security Deposit"). Tenant agrees that Landlord may make deductions as may be allowed by law for: (a) costs of repairing any damage to the Site caused by Tenant or any of Tenant's Approved Occupants or guests, normal wear and tear excepted; (b) costs of clearing or cleaning the Site if required, normal wear and tear excepted; and (c) payment of Rent and Late Fees owing to Landlord by Tenant upon the termination of this Lease. The Security Deposit, minus any charges in accordance with the foregoing, will be refunded to Tenant within forty-five (45) days of the termination of this Lease, unless this Lease is breached by Tenant, in which case Tenant shall forfeit the Security Deposit. If amounts are withheld by Landlord, Landlord will provide an explanation of the charges. Tenant agrees that Tenant shall not, under any circumstances, allow or direct that the Security Deposit be used for payment of the last month's Rent. Tenant further agrees to make the regularly scheduled monthly payment for the final month's Rent hereunder. Landlord and Tenant agree that any interest payable on the Security Deposit will not be paid annually, but instead will be compounded annually and paid upon the expiration or termination of this Lease. No interest accrues on a Security Deposit held for less than thirteen (13) months.

5. OCCUPANTS AND USE. Tenant agrees that the Site is to be occupied and used solely as a place of residence by Tenant and the approved occupants listed below (the "Approved Occupants"):

Name:	DOB:
Name:	DOB:
Name:	DOB:
Name:	DOB:

Tenant agrees that no other occupants will occupy the Site without the prior written consent of Landlord. Guests are permitted and limited to thirty (30) days. Exceptions will be made for caregivers. If Tenant violates this provision, then Lease is subject to termination. **TENANT(S) AGREE THAT THEY WILL NOT THEMSELVES, NOR WILL THEY PERMIT THEIR APPROVED OCCUPANTS OR GUESTS TO, ENGAGE IN ANY ILLEGAL ACTIVTIES ON THE SITE.**

6. PARKING. Tenant agrees to keep a maximum of two (2) vehicles on the Site. All vehicles must be operable and currently registered. Tenant agrees to keep the vehicles in assigned spaces and to keep those spaces free from oil drippings and other debris or refuse. Tenant agrees to inform their guests and visitors regarding these parking rules and to take responsibility for where their guests and visitors park.

7. UTILITIES & SERVICES. Tenant shall be responsible for electricity, water, sewer, their respective share of Town stormwater fees, telephone, cable and any other services to the Site. Each Site has a sub-meter for water and sewer and Tenant will be billed monthly for water and sewer used. All

water and sewer bills are due on the tenth day of the month. **WATER AND SEWER PAYMENTS NOT RECEIVED BY THE TENTH DAY OF THE MONTH WILL BE ASSESSED A LATE CHARGE OF $10.00.** Tenant is required to keep electric service to the Site at all times during the Term. Tenant will be responsible for any and all damages that result from failure to maintain and use electric service in the home on the Site. If Tenant has failed to maintain electric service during cold weather, Landlord may, in its reasonable discretion, turn off water to the home to prevent the water pipes from freezing.

8. TRASH SERVICE. Trash must be placed next to the road by 9:00 a.m. on Wednesdays for pickup and disposal. Trash service is limited to household garbage and must be placed in approved containers. No trash may be stored outside of the home unless it is placed in containers with lids to keep out animals. **FAILURE TO COMPLY WITH THIS WILL RESULT IN LANDLORD HAVING THE TRASH REMOVED AND CHARGING YOU A REASONABLE FEE FOR THE SAME.**

9. RULES AND REGULATIONS. Tenant has read and agrees to conform to Landlord's Rules and Regulations and any other rules and regulations made by Landlord for the use, government and management of this mobile home park, to protect the entire premises of the Landlord and to further the general comfort and welfare of all occupants. A copy of Landlord's current Rules and Regulations are attached hereto. These Rules and Regulations, and any changes that are hereafter adopted, are incorporated by reference and made a part hereof as if fully set forth herein. Landlord shall furnish Tenant with prompt notice of all changes in the Rules and Regulations.

10. MAINTENANCE AND LANDSCAPING. Tenant shall take good care of the premises and shall maintain the premises in good condition and, at the end of or other expiration of the Term, shall deliver the Site in good order and condition, wear and tear from reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant excepted. Tenant shall neither encumber or obstruct the sidewalks, driveways, yards, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. Tenant further agrees to maintain the landscaping so that grass or other ground cover (excluding shrubs, bushes, trees and flowers) shall not be permitted to exceed three inches in height. **UNKEMPT LOTS WILL NOT BE TOLERATED. FAILURE TO MOW YOUR LOT WILL RESULT IN LANDLORD HAVING THE LOT MOWED AND CHARGING YOU A REASONABLE FEE FOR THE SAME.** Tenant also agrees to maintain trees, shrubs and other plantings on the Site.

11. DECKS AND SKIRTING. Each home should have decks on the front and rear doors. Decks must conform to building specifications required by the Town of Blacksburg Code Official. Additionally, all homes must have approved vinyl skirting designed for manufactured home use. Skirting should be replaced as needed. Landlord will determine, in its reasonable opinion, if the replacement and/or repairs are satisfactory. Skirting shall be in place within 30 days of the home being placed in the community.

12. RIGHT OF ENTRY. Tenant agrees that Landlord and Landlord's agents, employees and other representatives shall have the right to enter into and upon the Site or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations as may be necessary or desirable for the safety and preservation thereof. This clause shall not be deemed to be a covenant by Landlord nor be construed to create an obligation on the Landlord to make such inspection or repair. In the case of rental or lease purchase option homes, owner is authorized to make scheduled visits to inspect for safety and cleanliness. If this Lease pertains to a rented home located on the Site, Tenant may not change any entry locks on the home. If any deadbolts or additional locks are added by Tenant, Tenant will provide Landlord with a key to any such lock.

13. DEFAULT AND REMEDIES. If Tenant shall at any time (i) fail to pay any sum to be paid by Tenant under this Lease when due and such failure shall continue for five (5) days after Landlord provides Tenant written notice of such failure (provided, that Landlord shall be obligated to give Tenant such notice of a monetary default only twice during any twelve (12) month period, and thereafter Tenant shall be deemed to be in default within five (5) days after failure to make such payment, without requirement of notice from Landlord), (ii) fail in the performance of any other of the covenants, terms, conditions, provisions, rules and regulations of this Lease, and thereafter fail to remedy such default within twenty-one (21) days after receipt of notice thereof from Landlord, (iii) commit waste upon or vacate or abandon the Site, or (iv) violate a federal, state or local law or ordinance that is detrimental to the health, safety or welfare of other residents of the park or violate any rule or provision of this Lease that materially affects the health, safety or welfare of Tenant, Approved Occupants or others, the Landlord, in addition to all other remedies given to Landlord by law or in equity, may (A) by 30 days' written notice to Tenant terminate this Lease, or (B) with or without the termination of this Lease, re-enter the Site by summary proceedings and dispossess Tenant. In the event of such re-entry, Landlord may re-let the Premises without being obligated to do so, and in the event of a re-letting may apply the rent therefrom first to the payment of Landlord's expenses (including reasonable attorneys' fees) incurred by reason of Tenant's default, and the expense of re-letting, including but not limited to any required repairs, renovation or alteration of the Premises, and then to the payment of rent and all other sums due hereunder, with Tenant remaining liable for any deficiency. If Tenant owns the home on the lot and fails to remove the same or any fails to remove any other personal belongings left behind, Landlord may remove the same without liability for damages.

14. DISCLOSURE OF SECURED PARTY AND DEALER. Tenant acknowledges that it is required by state law to disclose to Landlord (i) the name and address of the dealer from whom it purchased the home to be placed on the Site, if applicable, and (ii) whether any third party has a security interest in the home and, if so, the name and address of the secured party.

SECURED PARTY:	DEALER:
Name: _____ Address: _____ _____ _____	Name: _____ Address: _____ _____ _____

If the name or address of the secured party provided above changes anytime during the Term, Tenant acknowledges that it is required to, and agrees to, provide the updated information to Landlord.

15. NO SUBLEASING. Tenant shall not, without the prior written consent of Landlord, assign or sublet the Site or any portion or part thereof.

16. SALE OF THE DWELLING. If Tenant sells their dwelling located on the Site or otherwise transfers its ownership to another party, Tenant shall provide Landlord with notice as follows: (i) if the home is to be left on the Site, Tenant shall provide Landlord with thirty (30) days' written notice before initiating such transfer to allow Landlord to approve the new residents; or (ii) if the home is to be removed from the Site, Tenant shall provide Landlord with sixty (60) days' written notice.

17. LIMITATION OF LIABILITY/INDEMNITY. All goods and personal property of any kind in or upon the Site shall be the sole responsibility of Tenant, and in no event shall Landlord be liable for any loss or damage to said goods or property for any reason whatsoever. Landlord shall not be liable

for any damage or injury which may be sustained by Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, sewer waste or soil pipes, or the electrical, gas or oil system; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant of Landlord or any of such tenant's approved residents, guests, invitees or sublessees; or attributable to any interference with, interruption of or failure, beyond the reasonable control of Landlord, of any services to be furnished or supplied by Landlord. Further, Tenant agrees to indemnify and hold Landlord harmless from any and all claims, losses, costs, expenses and liabilities for damage to property or injuries to persons caused by the negligent acts or omissions of Tenant, their Approved Occupants or any of their guests or invitees.

18. ATTORNEYS' FEES. To the maximum extent permitted under law, in the event of any legal or equitable action arising out of this Lease, the prevailing party shall be entitled to recover all fees, costs and expenses, together with reasonable attorneys' fees incurred in connection with such action and collection or enforcement of the judgment.

19. MISCELLANEOUS.

a. Entire Agreement. This Lease constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other agreements, either written or oral, among the parties with respect to the subject matter hereof. This Lease may be amended only in writing and only if executed by all of the parties.

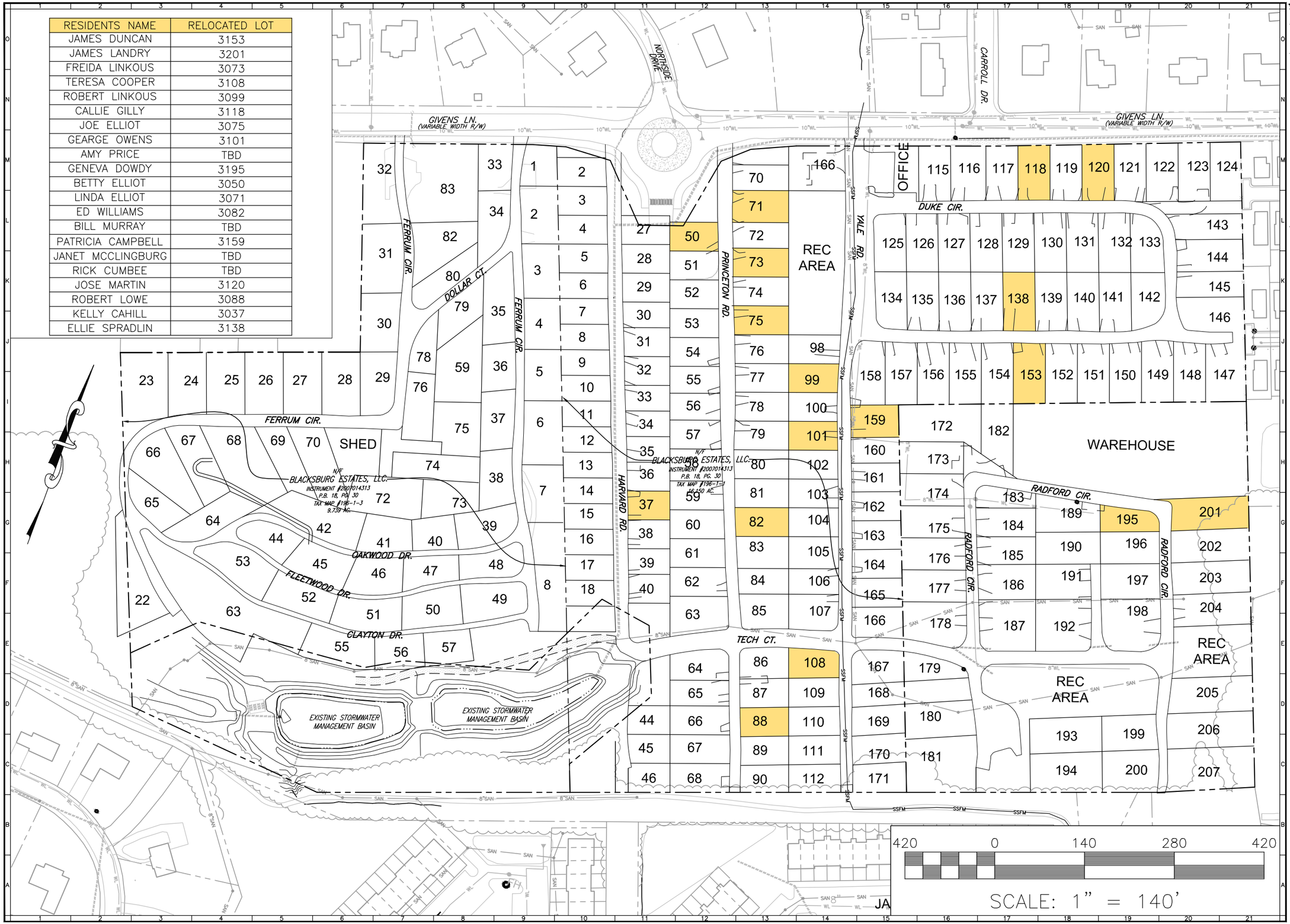
b. Waiver. The waiver by a party of a breach of any provision of this Lease by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by that party.

c. Severability; Headings. The provisions of this Lease shall be severable, and the invalidity of any provision, or portion thereof, shall not affect the validity of the other provisions. The headings of paragraphs in this Lease are for convenience and reference only and are not intended to, and shall not define or limit the scope of the provisions to which they relate.

IN WITNESS WHEREOF, TENANT(S) HEREBY ACKNOWLEDGES AND AGREES THAT THEY HAVE READ THIS LEASE, UNDERSTAND IT AND AGREE TO IT.

LANDLORD:	TENANT(S):
By: _____ Date: _____	_____ Signature _____ Date _____ Signature _____ Date:

RESIDENTS NAME	RELOCATED LOT
JAMES DUNCAN	3153
JAMES LANDRY	3201
FREIDA LINKOUS	3073
TERESA COOPER	3108
ROBERT LINKOUS	3099
CALLIE GILLY	3118
JOE ELLIOT	3075
GEARGE OWENS	3101
AMY PRICE	TBD
GENEVA DOWDY	3195
BETTY ELLIOT	3050
LINDA ELLIOT	3071
ED WILLIAMS	3082
BILL MURRAY	TBD
PATRICIA CAMPBELL	3159
JANET MCCLINGBURG	TBD
RICK CUMBEE	TBD
JOSE MARTIN	3120
ROBERT LOWE	3088
KELLY CAHILL	3037
ELLIE SPRADLIN	3138



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Balzer and Associates, Inc.
448 Peppers Ferry Road, NW
Christiansburg, VA 24073
540-381-4290
FAX 540-381-4291

PRELIMINARY
NOT FOR CONSTRUCTION

BLACKSBURG ESTATES

GIVENS LANE

PRELIMINARY RELOCATION PLAN

PRICES FORK MAGISTERIAL DISTRICT
TOWN OF BLACKSBURG, VIRGINIA

DRAWN BY JCK
DESIGNED BY JCK
CHECKED BY SMS
DATE 2/18/15
SCALE 1" = 140'
REVISIONS:

SHEET NO. 1

JOB NO. B1400100.00