

RESPONSE LETTER

June 25, 2019
Albemarle County Planning Commission
401 McIntire Road
Charlottesville, Va 22902

Dear Members of the Planning Commission:

Thank you for your feedback during the June 4, 2019 Planning Commission work session and subsequent work session summary letter. In response, Habitat submits the following response letter to document changes to the Southwood Phase 1 Code of Development (ZMA2018-003) and to provide additional information and exhibits to address questions and/or concerns expressed by members of the Planning Commission.

QUESTION 1: What should be the maximum building height allowed per the Code of Development?

There was general consensus that the previously proposed maximum building height of 65’ was too high and that the project should scale down in height from the Hickory and Old Lynchburg neighborhood center. Also, there was consensus that more information was necessary for the Planning Commission to be able to evaluate the proposal, particularly as it relates to the area of development at the entrance to Southwood at the intersection between Hickory Street and Old Lynchburg Road.

I. HEIGHT, INTENSITY AND STREET ACTIVATION CHANGES:

- a. HEIGHT AND STREET ACTIVATION:* In the updated version of the Code of Development, there is a Special Area at the entrance to Southwood along Hickory Street that will contain unique characteristics, such as 12’ first floor heights, a publicly accessible active use recreational facility, structured below grade parking where topographically appropriate, regulations against structured parking abutting Hickory Street and built forms to ensure opportunities to provide first floor non-residential uses. Provisions for these design characteristics will create an active, vibrant and pedestrian-friendly street edge, and also require this area to have building heights set at a maximum of 50’ or four stories, whichever is less. However, this building height is relegated to this narrow Special Area along the frontage of Hickory Street to provide for these programmatic elements. This area corresponds to the Neighborhood Center identified in the Comprehensive Plan accommodating a density up to 34 units per acre. From this area, building heights are then scaled down progressively through the remaining blocks in both directions. The table regulating these heights and special characteristics can be found on page 13 and 14 in the Code of Development..
- b. HEIGHT CALCULATION:* The method for calculating height in this rezoning application will reflect the County’s current definition of building height:
 - i. Building, height of:* The vertical distance measured from the level of the curb or the established curb grade opposite the middle of the front of the structure to the highest point of the roof if a flat roof; to the deck line of a mansard roof; or the mean height level between the eaves and ridge of a gable, hip or gambrel roof. For buildings set back from the street line, the height shall be measured from the average elevation of the ground surface along the front of the building.

Reference to this method of determining height can be found under NOTE 3 on page 14 of The Code of Development.

- c. TRANSITION OF HEIGHT AND INTENSITY:* Reductions in heights and use intensity across all sections of Phase 1 are proposed in the revised version of the Code of Development to better mirror the development intention of appropriately scaling down intensity from the Hickory Street entrance to the shared border with Biscuit Run State Park. The 30’ landscaped trail buffer will further act to soften the built edge along Old Lynchburg Road, and the eight acre natural area proposed at the southern edge of Phase 1 will further work to transition the development to the rural characteristics of Old Lynchburg Road to the south. These reductions are reflected on page 14 of The Code of Development and the proposed buffer and natural area requirements are reflected on page 15 and 16 of The Code of Development.

II. FURTHER INFORMATION TO SUPPORT PLANNING COMMISSION EVALUATION:

- A. BALLOON TEST:* A balloon test was conducted on 18 June, 2019. Two balloons were flown by Network Building + Consulting at 50’ to mark the tallest possible building height at this location per revisions to the Code of Development based on Albemarle County staff recommendation. Per Dominion requirements, the balloons were setback 50’ from the power lines and were therefore flown approximately 50’ back from the possible Old Lynchburg Road-facing building façade. County staff and officials, as well as the surrounding community, were notified of the date and time of the balloon test. Photos taken on site are provided in ATTACHMENT A: BALLOON TEST.
- b. CONCEPTUAL RENDERINGS:* BRW architects developed 3D renderings at several points along Old Lynchburg Road and Hickory Street, taking into account projected grading and landscaping plans to explore how buildings at the Neighborhood Center will relate to the existing Southwood neighborhood as well to Old Lynchburg Road. These renderings and a map are provided in ATTACHMENT B: RENDERINGS.
- c. SECTIONS:* BRW architects has developed updated sections both through Old Lynchburg Road to explore the height relationships to existing neighborhoods and the Southwood community as well as a cross section through Phase 1 to explore maximum building heights and the transition in scale from most intense development at Hickory Street to least intense at the transition from Southwood to Biscuit Run Park. These sections are provided in ATTACHMENT C: SECTIONS.

QUESTION 2: Should Old Lynchburg Road be a Framework Street?

There was general consensus that Old Lynchburg should be a framework street.

- I. CHANGES:** Revisions to the Code of Development include Old Lynchburg Road as a Framework Street and will be subject to all applicable building regulations. This revision can be found on page 14 of The Code of Development, Table 4.

QUESTION 3: Is the proposed recreation substitution request for Block B acceptable? Are sufficient recreational facilities being provided?

There was general consensus that significant amounts of active and passive use recreational facilities should be provided for a neighborhood of this scale. Also, Planning Commission members wanted to see active and accessible recreational facilities that united the new and the existing communities.

- I. MINIMUM GROSS REQUIREMENT CHANGES: This application amends the Green Space and Amenity Area regulations to address this concern and establishes minimum passive and active use square footages for all areas of Phase 1. This updated regulatory table can be found on page 15 of The Code of Development.
- II. ACTIVE USE AND PUBLIC ACCESS CHANGES: A publicly accessible active use recreational facility is regulated via the inclusion of a 6,500 sf active use space at Hickory Street (the specifics of which will be decided via a community charrette process but will likely include an urban scale soccer field) and will be made, per zoning, accessible to the entire community. The conceptual location of this area can be found in the map on page 15 of The Code of Development and the supporting regulations can be found in the Green Space and Amenity Area table on page 15 of The Code of Development.
- III. RESIDENT CHOICE AND TYPES OF USE: Habitat is in agreement with the recommendation from the Planning Commission that future substitutions in the type of recreation facilities provided be pursued in accordance with the demographics and interests of the community members who will live in the future neighborhood. Habitat is committed to a design process by which residents who will eventually purchase or rent homes in each individual neighborhood will participate in the site planning process to designate the appropriate amenities for their area.

QUESTION 4: Within the Code of Development and Application Plan that have been submitted, are there aspects that require additional detail, revisions or clarification?

The following materials have been produced in response to requests made by the Planning Commission:

- *CONCEPT PLAN*: BRW architects has developed a revised version of an overall concept plan showing the current and future project area, including Phase 1 rezoning and the remainder of Southwood. This concept plan illustrates general development areas and critical connections between road and trail infrastructure and is provided in ATTACHMENT D: CONCEPT PLAN and can be found on page 4 of The Code of Development
- *AREA MEDIAN INCOME DATA*: In 2013, Habitat collected self-reported income from all households in the mobile home park through an intensive year-long survey and interview process. This data was recently updated in 2019 through a survey of 181 homes. Both data sets are included in the AMI data report. In addition, Habitat’s Community Engagement staff has been working in one-on-one financial coaching relationships with the more than 70 families (Early Adopters) who have self-identified as interested in living in Phase 1. This AMI data set for the Early Adopter Families is also being provided. These tables can be found in ATTACHMENT E: AMI DATA

- *RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN*: As requested by the Planning Commission and in accordance with federal standards set forth by the Uniform Relocation Act and HUD Section 104(d), the Residential Anti-displacement and Relocation Assistance Plan for Southwood Phase 1 can be found in ATTACHMENT F: RARAP. This plan establishes the methods that will be used to minimize resident displacement during development, as well as Habitat’s commitment to support any family displaced and to replace on a one-for-one basis any lower-income dwelling unit demolished or removed for the purposes of redevelopment.
- *SOUTHWOOD HOUSING MIXTURE PLAN*: Habitat has developed a Housing Mixture Plan that outlines the housing typologies for both purchase and rent that will be available in Southwood Phase 1, as well as the affordability range of these products, from deeply affordable units to market rate. This plan also outlines the resident design process by which the exact mix of typologies will be established in each neighborhood to ensure that the products and lots designed through the site planning process will be accessible to the Southwood community. This Housing Mixture Plan is provided in ATTACHMENT G: HOUSING MIXTURE PLAN
- *AFFORDABILITY*: As a continuation of the long-standing partnership between Habitat and Albemarle County, the parties have agreed upon a Performance Agreement (voted on by the Board of Supervisors on 6/19/19) that sets forth anticipated quantities, mechanisms and longevity of affordable products within Phase 1 of Southwood. Through this agreement, Habitat has committed to a minimum of 75 affordable housing units built or contracted to be built by Habitat, with the additional commitment to pursue award of a competitive financing application for 80 affordable rental units through Low Income Housing Tax Credits. Habitat built units are affordable to families between 25-80% of AMI and utilize deed restrictions with affordability provisions for a minimum of 40 years. No families will pay more than 30% of their income on housing expenses. LIHTC rentals are affordable to families below 80% of AMI and will retain that affordability for a minimum of 30 years. Additional innovative affordable housing products such as, but not limited to, Flexible Structures (accessory units) are being piloted in Southwood and will be affordable to renters at the lower end of the AMI scale. A copy of this Performance Agreement is provided in ATTACHMENT H: PERFORMANCE AGREEMENT
- *HOUSING CHOICE AND VARIETY*: Habitat has also created a new Housing Choice Pilot Program specifically for homebuyers who will purchase Habitat-built products within the Southwood neighborhood. This pilot program, unique to any Habitat affiliate nationally, will enable families to make more custom housing choices based on their needs, abilities and desires. Among the elements of this program is the ability for Southwood families to pay less than what they qualify for to purchase more modest units that meet their lifestyles while holding onto savings and/or a larger portion of their income for other purposes such as business incubation, educational goals, etc. Conversely, this program builds on the strength of the existing Southwood shared economy by allowing families to pool larger down payments to either buy down their monthly costs or purchase an upgraded or upsized home. Brochures describing the housing products and their associated costs through the Habitat program can be found in ATTACHMENT I: HABITAT HOUSING TYPES
- *INTERNAL ARB*: The Code of Development for Phase 1 provides for the creation of an internal ARB comprised of a minimum of 51% existing Southwood community members that will be established before the submission of the first building permit. This Board will review all submissions for compliance with the Code of Development and will establish and periodically update ARB guidelines to evaluate the appropriateness of submissions. Regulatory language establishing this ARB can be found on page 15 of The Code of Development. These guidelines, like the Code of

Development itself, will be co-created by the residents of Southwood. Attached to this letter is an example from a previous Habitat developed neighborhood for framework language that may serve as a template for how this ARB will function and what evaluation criterion it will use. This document can be found in ATTACHMENT J: ARB TEMPLATE

- *IMPROVED INFRASTRUCTURE*: Habitat agrees with the Planning Commission that immediate improvements to Quality of Life that could affect the Southwood community as a whole should be pursued, particularly improvements to the aging infrastructure on site. As such, Habitat has submitted to County staff a proposal for upgrades to all of Hickory Street, identifying the opportunity to leverage public and private funding through a Revenue Sharing application in the fall of 2019 to bring real-time improvements to community member’s experience of living in the neighborhood and to develop healthy spine for the remaining phases of redevelopment. This upgrade, if approved by the County, could provide advanced road and underground utility improvements, including a modernization of the sewage system, to the current trailer park. The budget and exhibit produced by Timmons Engineering to explore this opportunity can be found in ATTACHMENT K: REVENUE SHARING
- *USES, PROCESS and HOME OCCUPATIONS*: The average trailer at Southwood comprises just 800 sf of living space, necessitating ad hoc space-creating solutions (such as sheds and additions) by community members whose lifestyles and families have outgrown this limited square footage. New, sustainable homes constructed in Phase 1 (generally between 1,060 and 1,200 sf) will better reflect the size demands of families, reducing the need for families to build on. At the same time, this code of development also includes provisions for sheds and home occupancies so that small-scale businesses can coexist within residential areas. Further, this code of development includes a Flexible Use Structure definition, which can be used cyclically as an accessory dwelling unit, storage facility or space to support small business enterprise. Finally, through the resident-driven design process, community members will co-create site plans on a block by block basis that allow for these accessory uses in ways that reflect and support their way of life. The definition for Flexible Use Structure can be found on page 8 of The Code of Development. The full permitted use list can be found on pages 10,11, and 12 of The Code of Development.
- *CODE OF DEVELOPMENT REFORMATTING*: Clear feedback from the Planning Commission on the legibility and usability of the previous version of the Code of Development has led to extensive revisions to the format of the current submission. While incorporating the substantive changes referenced above, the document has also been reorganized to minimize the need to cross-reference and provides more information in table format for better clarity. A simplified Block strategy has replaced the previous Block and Character Area strategy to make it easier to understand and regulate requirements across the site.
- *NATURAL AREAS AND TRAIL BUFFER*: Two major elements of the Phase 1 design will help protect existing trees, the 30’ Trail Buffer along Old Lynchburg Road, which will be graded as minimally as possible to protect older tree specimen or replanted where necessary, and the 8-acre Natural area, which will be largely undisturbed and will maintain an older section of forest adjacent to a perennial stream. For this reason, our landscape architecture consultants do not recommend a landscaped berm over the 30’ Trail Buffer, as it would disrupt existing forested areas more than necessary. All proposed road sections include street tree plantings. A map and description of both the Trail Buffer and Natural Area can be found on pages 15 and 16 of The Code of Development. Proposed road sections can be found on page 18 of The Code of Development.

- *COVER LETTER*: To better capture revisions made as a result of feedback from neighbors, staff and the Planning Commission, a cover letter is included with this submission that outlines the substantive changes – such as reductions in building heights, addition of Old Lynchburg Road as a Framework Street, recreational facility changes, more specific block by block regulations, etc. -- as well as providing a guide on how to read the newly organized Code of Development.

Thank you for your attention to these submissions;

Bruce R. Wardell, AIA
Principal
brwarchitects

for

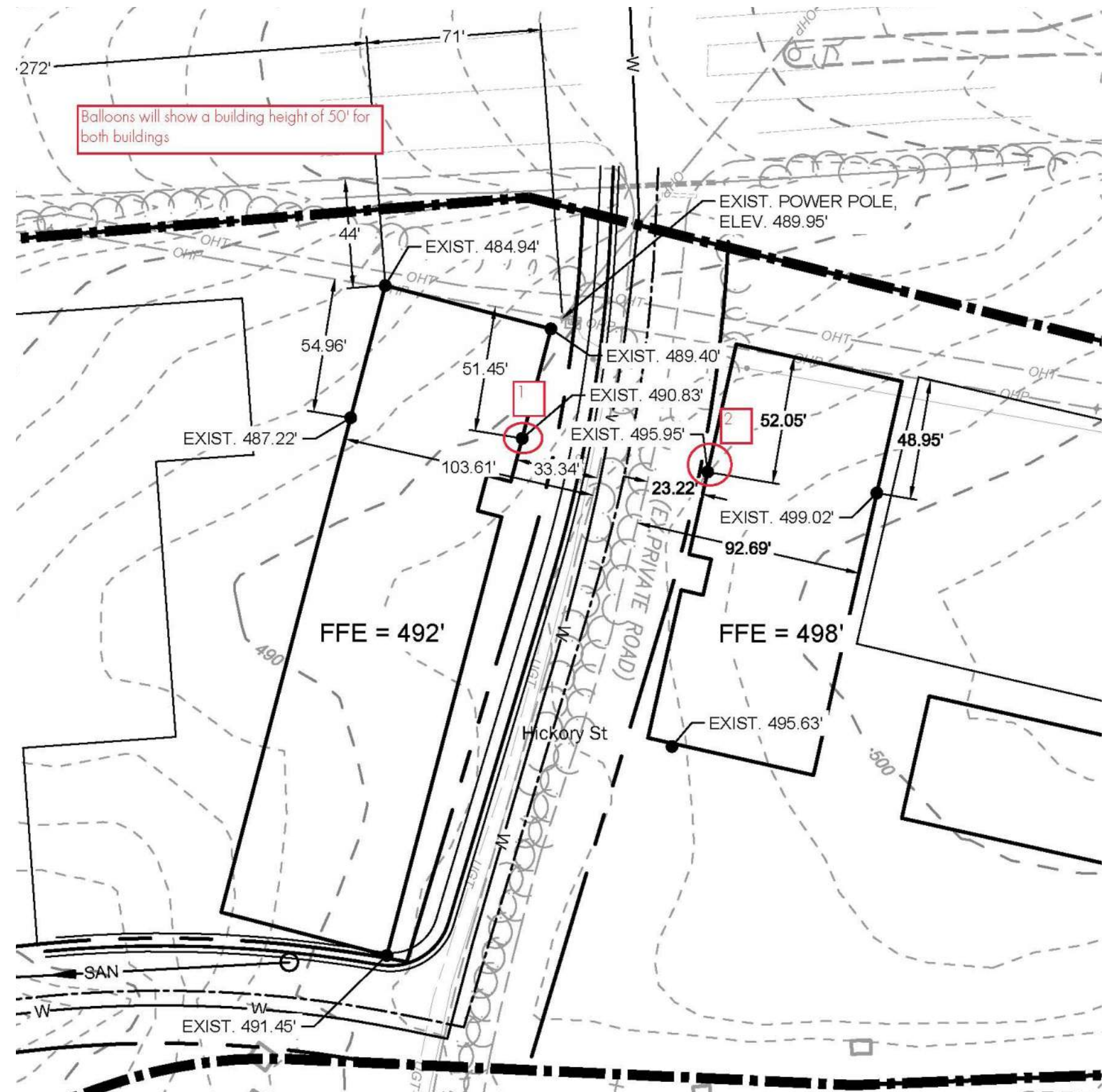
Residents of Southwood
Greater Charlottesville Habitat for Humanity.

ATTACHMENTS:

- A: BALLOON TEST
- B: RENDERINGS
- C: SECTIONS
- D: CONCEPT PLAN
- E: AMI DATA
- F: RARAP
- G: HOUSING MIXTURE PLAN
- H: PERFORMANCE AGREEMENT
- I: HABITAT HOUSING TYPES
- J: ARB TEMPLATE
- K: REVENUE SHARING
- L: CONTEXT & HISTORY DOCUMENT

SOUTHWOOD PHASE 1 building height study

Two balloons were placed to mark the locations of proposed buildings on both sides of Hickory Street. The balloons were pulled back approximately 50' from the facade of the buildings on Old Lynchburg Road due to proximity to power lines and the regulations set by Dominion. The balloons show heights of 50' for both of the buildings.



ATTACHMENT A: balloon test

SOUTHWOOD PHASE 1 building height study

View 1: Intersection of Old Lynchburg Road and Hickory Street



ATTACHMENT A: balloon test

SOUTHWOOD PHASE 1 building height study

View 2: Intersection of Old Lynchburg Road and Ambrose Commons Drive



ATTACHMENT A: balloon test

SOUTHWOOD PHASE 1 building height study

View 3: Intersection of Ambrose Commons Drive and Hatcher Court in Mosby Mountain

Balloon not visible



ATTACHMENT A: balloon test

SOUTHWOOD PHASE 1 building height study

View 4: Hatcher Court cul de sac in Mosby Mountain

Balloon not visible



ATTACHMENT A: balloon test

SOUTHWOOD PHASE 1 building height study

View 5: Hatcher Court in Mosby Mountain

Balloon not visible



ATTACHMENT A: balloon test

SOUTHWOOD PHASE 1 building height study

View 6: Hatcher Court in Mosby Mountain

Balloon not visible



ATTACHMENT A: balloon test

SOUTHWOOD PHASE 1 building height study

View 7: Intersection of Old Lynchburg Road and Hickory Street from across Old Lynchburg Road



ATTACHMENT A: balloon test

SOUTHWOOD PHASE 1 building height study

View 8: Across Old Lynchburg Road, looking south



ATTACHMENT A: balloon test

SOUTHWOOD PHASE 1 building height study

View 9: Intersection of Old Lynchburg Road and Sunset Avenue Ext., looking south

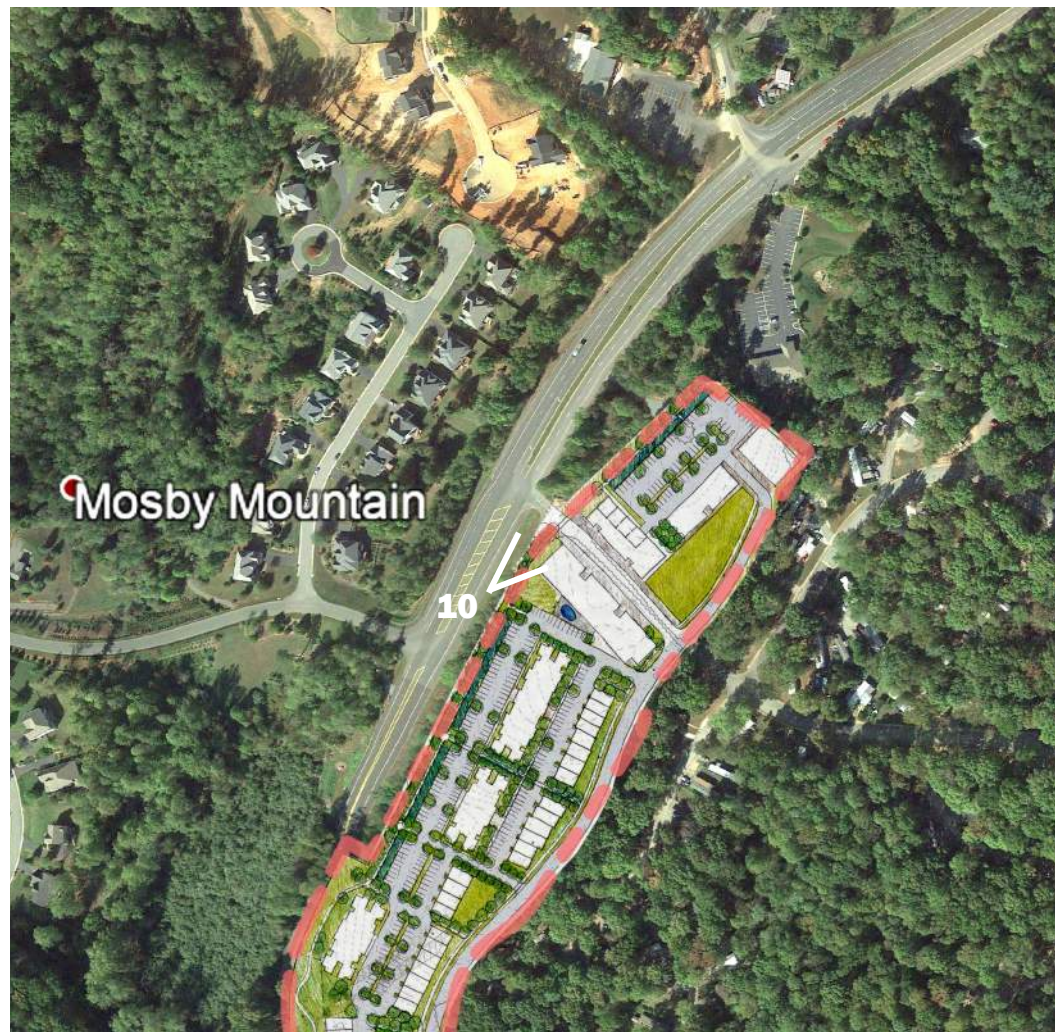
Balloon not visible



ATTACHMENT A: balloon test

SOUTHWOOD PHASE 1 building height study

View 10: Old Lynchburg Road, looking north



ATTACHMENT A: balloon test

SOUTHWOOD PHASE 1 **concept render interior view of Hickory**



ATTACHMENT B: concept render

SOUTHWOOD PHASE 1 **concept render interior view of Hickory**



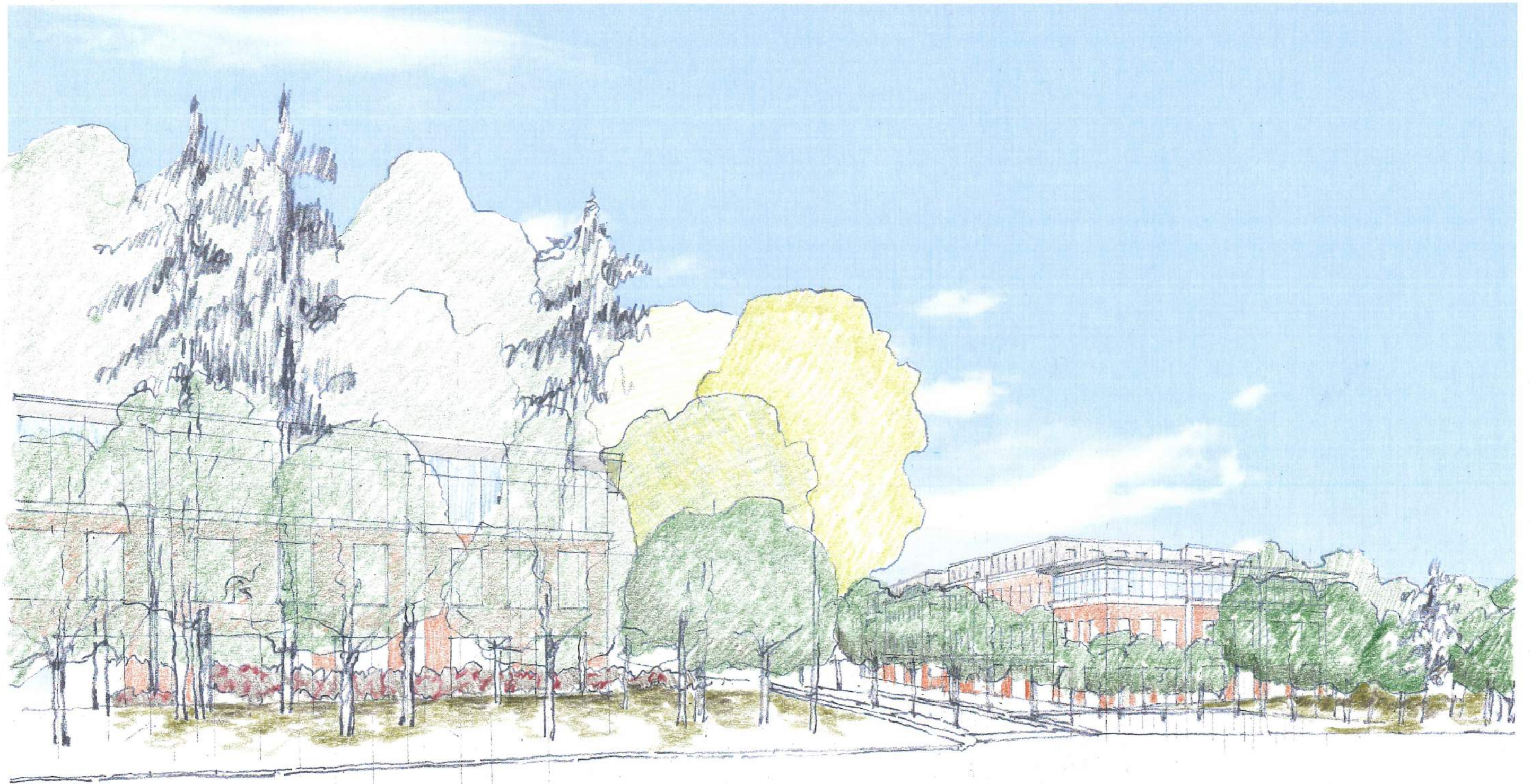
ATTACHMENT B: concept render

SOUTHWOOD PHASE 1 concept render approaching Hickory on OLR



ATTACHMENT B: concept render

SOUTHWOOD PHASE 1 concept render approaching Hickory on OLR



ATTACHMENT B: concept render

SOUTHWOOD PHASE 1 concept render OLR looking north



ATTACHMENT B: concept render

SOUTHWOOD PHASE 1 **concept render OLR looking north**



ATTACHMENT B: concept render

SOUTHWOOD PHASE 1 concept render intersection at Hickory and OLR



ATTACHMENT B: concept render

SOUTHWOOD PHASE 1 concept render intersection at Hickory and OLR



ATTACHMENT B: concept render

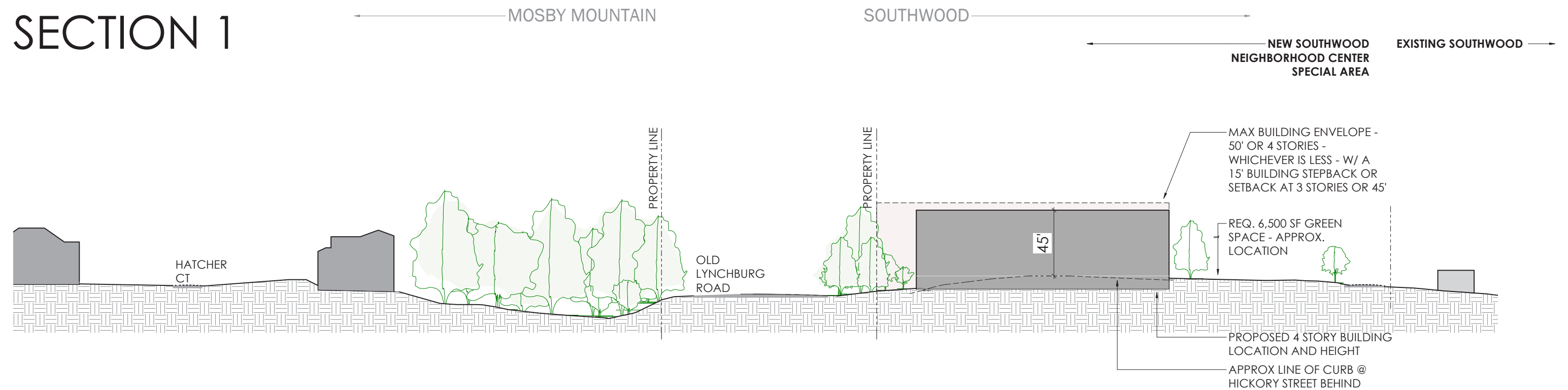
SOUTHWOOD PHASE 1 conceptual illustrative section key plan



ATTACHMENT C: sections

SOUTHWOOD PHASE 1 conceptual illustrative section 1

SECTION 1

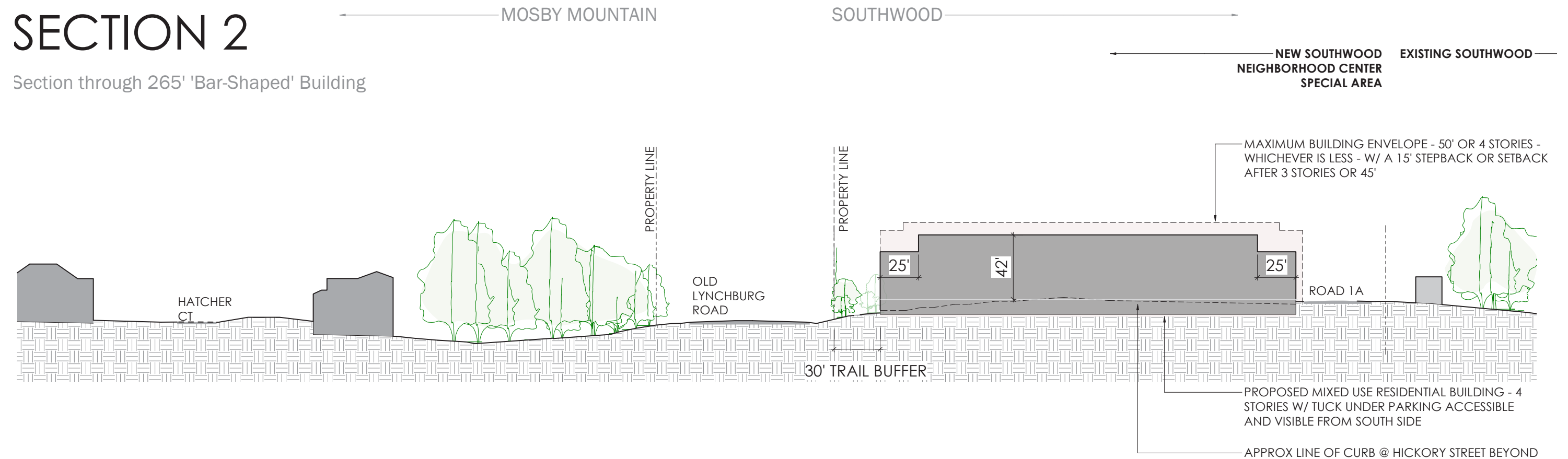


ATTACHMENT C: sections

SOUTHWOOD PHASE 1 conceptual illustrative section 2

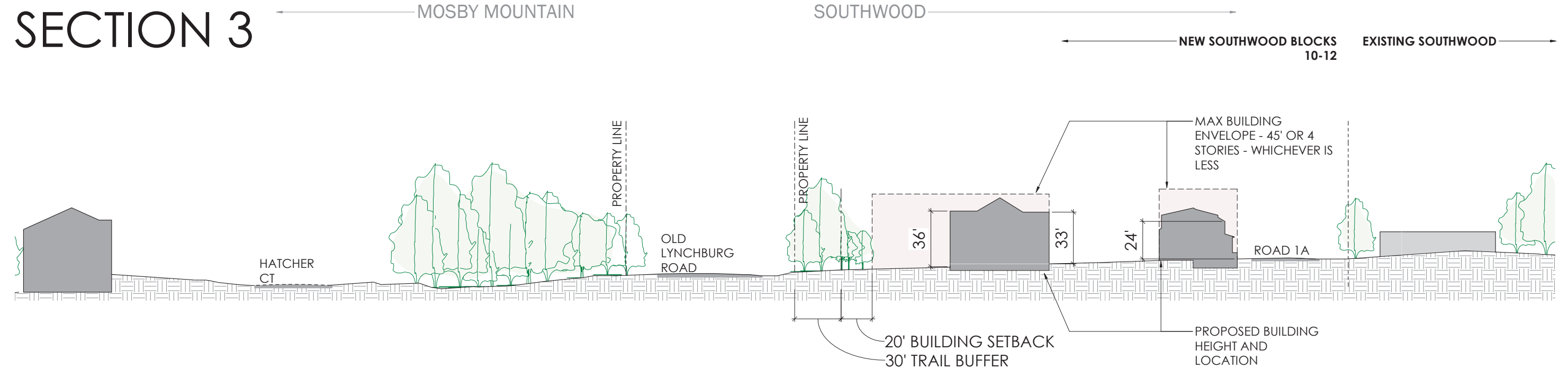
SECTION 2

Section through 265' 'Bar-Shaped' Building



ATTACHMENT C: sections

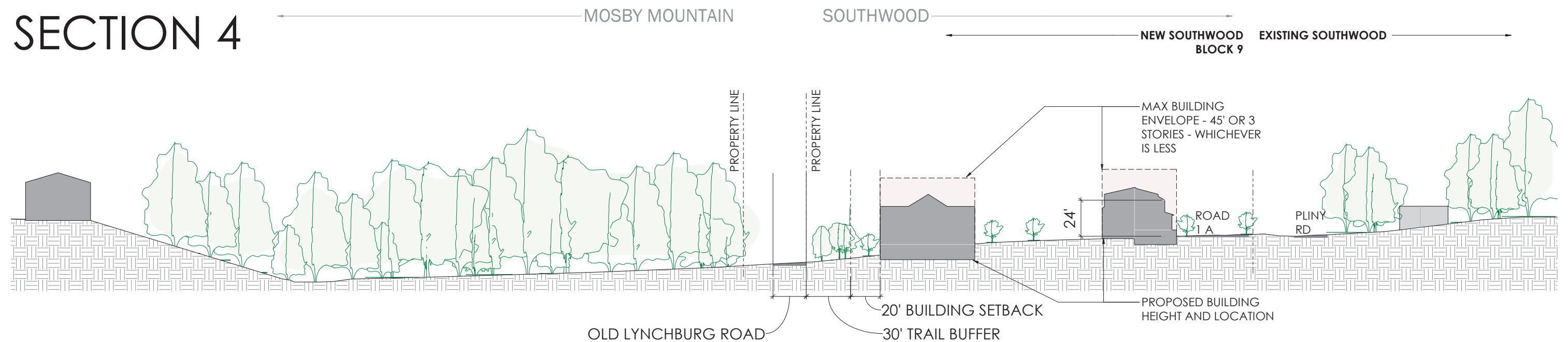
SOUTHWOOD PHASE 1 conceptual illustrative section 3



ATTACHMENT C: sections

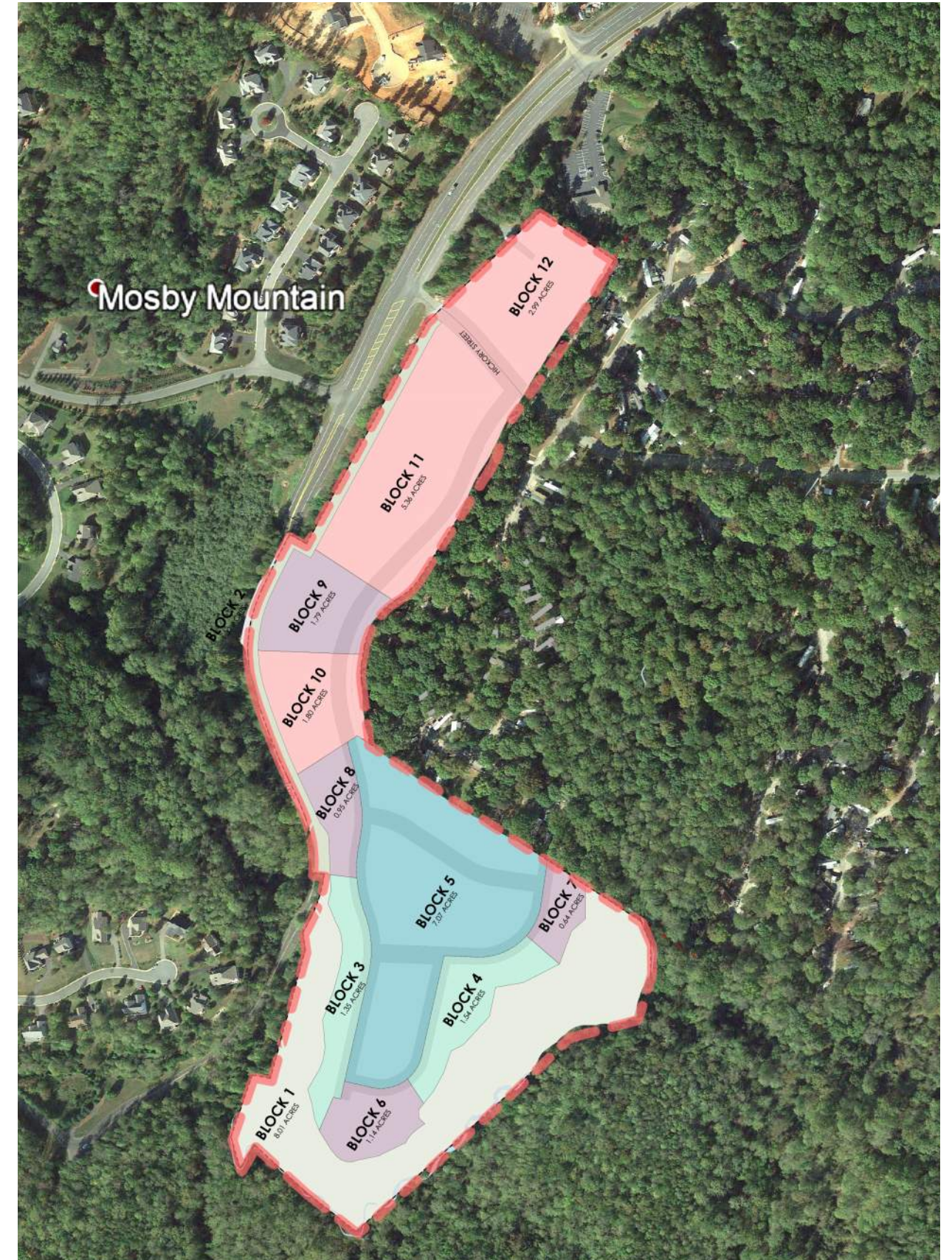
SOUTHWOOD PHASE 1 conceptual illustrative section 4

SECTION 4



ATTACHMENT C: sections

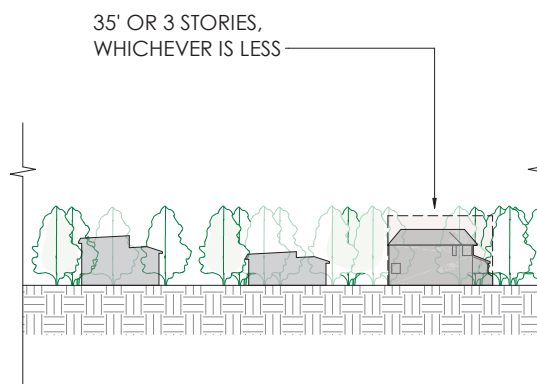
SOUTHWOOD PHASE 1 conceptual illustrative section key plan



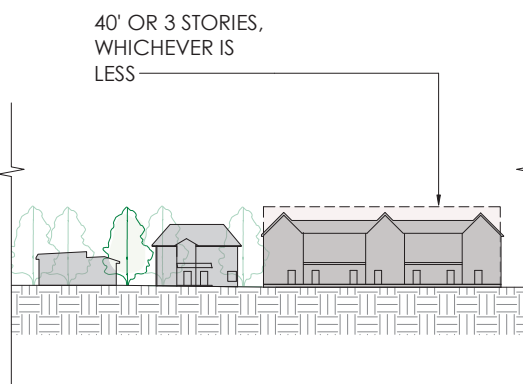
ATTACHMENT C: sections

SOUTHWOOD PHASE 1 **conceptual illustrative section 5**

SECTION 5a typ. blocks 3-4



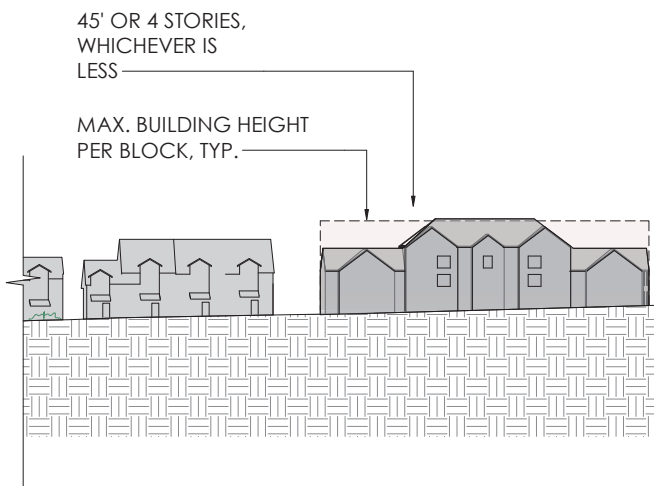
SECTION 5b typ. block 5



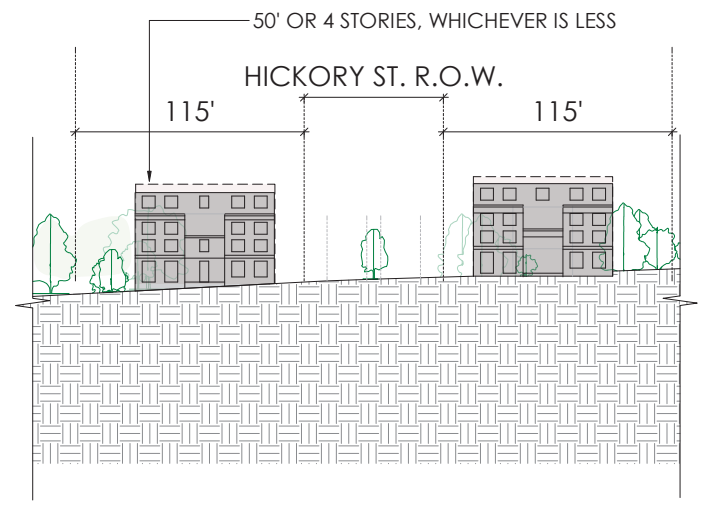
SECTION 5c typ. blocks 6-9



SECTION 5d typ. blocks 10-12

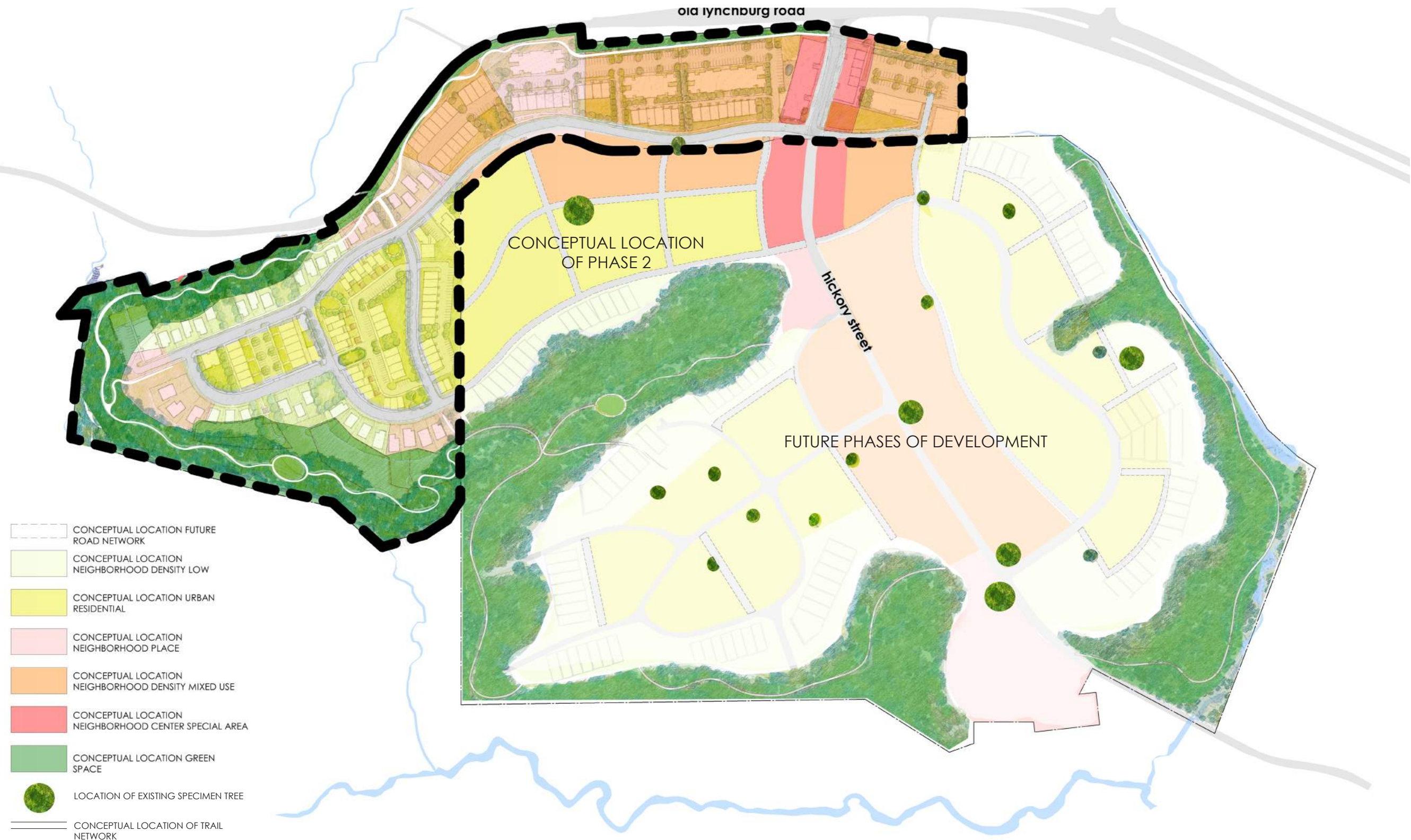


SECTION 5e neighborhood center



ATTACHMENT C: sections

SOUTHWOOD PHASE 1 conceptual illustrative master plan



CONCEPTUAL MASTER PLAN

ATTACHMENT D: concept plan

Southwood Low to Moderate Income Beneficiary Survey and Homebuyer/Tenant Qualifications

In 2013, Habitat conducted an extensive survey of all Southwood households, asking trailer owners and renters to register with the Property Management office and participate in a survey and interview with the on-site Community Engagement staff. Families were asked to self-identify into desired households regardless of their current living situations. This process resulted in 370 self-identified, ideal future households in the 341 trailers. A portion of the data gathered at that time pertained to households’ self-reported income. Below is a table representing that data set:

SOUTHWOOD AMI DATA_2013		
homes <30% AMI	152	41%
homes 30-50% AMI	105	28%
homes 50-60% AMI	76	21%
homes 60-80% AMI	27	7%
homes 80-100% AMI	8	2%
homes +100% AMI	2	1%
Total Desired Groupings	370	100%

More recently, from March to June of 2019, Habitat has conducted a baseline survey of a randomly sampled subsection of the neighborhood in partnership with Habitat for Humanity International to evaluate the community’s Quality of Life. This survey will be revisited at the 3 and 5-year mark of this partnership with Habitat International. As part of this data collection effort, income data was self-reported. The data set from this survey is below:

SOUTHWOOD AMI DATA_2019		
homes <30% AMI	68	51%
homes 30-50% AMI	39	29%
homes 50-60% AMI	27	20%
homes 60-80% AMI	-	0%
homes 80-100% AMI	-	0%
homes +100% AMI	-	0%
Total Homes	134	100%

From both the initial community-wide survey in 2013 and from the updated random sampling in 2019, data consistently demonstrates that the majority – between 98-100% – of the Southwood community are families with low to moderate income.

Early Adopter Income Data

Since January of 2017, families have been invited to self-select into the Early Adopter cohort – individuals who are interested in living in the First Phase of Southwood redevelopment. As progress has been made toward approval of the rezoning application of Phase 1, the number of early adopters has increased from an initial group of 20 to more than 70 families today.

All of these families have entered into a Financial Coaching relationship with Habitat’s on-the-ground Community Engagement and professional housing counseling staff. Financial Coaching involves understanding a family’s housing goals and working with them to become financially prepared for obtaining that goal. Work may include correction of tax documents and creation of profit and loss summaries for small business owners, increased relationships with banking institutions, debt reduction and household spending plan development.

Through this coaching process, Habitat staff have been able to collect more accurate income data than provided by self-reported surveys. Below is the reported income data for 52 of the Early Adopter families. 100% of families participating are below 80% of area median income, though the distribution from extremely low to low to moderate is more weighted toward low and moderate income families than in the general Southwood census. This may be attributable to the possibility that families self-identifying as the “most ready” to stabilize their housing may be more financially secure than those in a typical cross section of Southwood. However, it is more likely that the personal relationships and individual attention afforded through the Financial Coaching relationships ensures a more accurate financial picture than self-reported data.

SOUTHWOOD AMI DATA EARLY ADOPTERS		
Homes <30% AMI	13	25%
Homes 30-50% AMI	22	42%
Homes 50-60% AMI	11	21%
Homes 60-80% AMI	6	12%
Homes 80-100% AMI	-	0%
Homes +100% AMI	-	0%
Total Homes	52	100%

Residential Antidisplacement and Relocation Assistance Plan

This Residential Antidisplacement and Relocation Assistance Plan (RARAP) is prepared by Habitat for Humanity of Greater Charlottesville (Habitat) in conjunction with Albemarle County (the County) in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG, UDAG and/or HOME-assisted projects.

Background and Site-Specific Information

Habitat first purchased Southwood Mobile Home Park in 2007 with the sole intent to redevelop the neighborhood into a mixed-use, mixed-income community. The ownership structure in Southwood is such that Habitat owns the property, and individual trailer owners own the mobile homes as real property and rent trailer pads from Habitat. In 2010, Habitat first established on-site resident support and counseling in the form of a Community Coordinator. That department has grown to a staff of 6 full time employees focusing on community engagement, resource support and financial coaching. In addition to weekly community meetings focused on Southwood Redevelopment (*History + Context document outline Southwood redevelopment attached*), this team facilitates a Resource Trailer where any community member can access services and support to connect with area resources, notarize documents, receive tax document support and access the internet.

The cost to rehabilitate failing infrastructure, the depreciating nature of an aging stock of mobile homes and the designation of Southwood as part of Albemarle County’s intended growth area make a simpler rehabilitation project an impossible avenue for stabilizing this community. Shortly after purchase, Habitat expended more than \$2.5MM in deferred maintenance to bring Southwood infrastructure to a serviceable level, and since the inception of its ownership of the park, has invested more than \$19MM in maintenance, management and upkeep of the mobile home park. Wholesale refurbishment of all water, sewer, storm and road infrastructure is necessary to ensure the longevity of this property. 57% of the homes at Southwood were constructed prior to 1978 and the beginning of HUD regulations for mobile home construction, making these units unserviceable. 84% of homes were built more than 30 years ago with the newest trailer on site being constructed in 2003, 16 years ago.

A recent regional housing study indicated that there is an estimated 12,000-unit deficit in our region for affordable housing with little to no inventory available to residents at or below 30% of area median income. Because of this lack of affordable housing, Habitat has consciously decided to offer deeply subsidized pad rental rates per the local market value for more than a decade. Habitat rents have increased from \$240/month at the purchase of the park in 2007 by only \$30 to \$270/month. Comparable rent rates for mobile home pads in the area are \$500 and greater.

It was also in 2010 that Southwood extended written leases to all real property owners within Southwood. At that time, the final clause in the lease affirmatively established that Southwood was intended for redevelopment, and secured a minimum of 120-day notice in the event that a mobile home needed to be removed in the event of redevelopment (*lease attached for reference*). In 2013, in furtherance of the goal of redevelopment, all community members were asked to register with the main office and complete a survey and interview. All residents of the 341 homes that participated in this registration process were promised non-displacement, defined as, “facilitated healthy rehousing options for each current resident of the park.” Any individual purchasing a trailer after January 31, 2014 has been notified that they have moved into Southwood after the initiation of redevelopment, and will not be guaranteed facilitated rehousing in the future of Southwood (*application cover sheet attached*).

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, Habitat will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- *Phased Development Plan to Minimize Displacement:* The First Phase of Southwood redevelopment is being constructed on acreage not currently occupied by any mobile homes to minimize the impact of redevelopment on existing homes. This phase will result in approximately 75 replacement housing units and up to 80 LIHTC rental apartments if competitive tax credits are awarded to the project, providing a surplus of new affordable housing available to lower-income individuals
- *Resident-Driven Redevelopment:* Existing Southwood community members are actively participating in the planning and development of the rezoning application and subsequent site plan documents for the First Phase of Southwood redevelopment. Residents are self-determining interest in living in the new neighborhood created by these documents and their vision and direction is guiding the development of the parcels and subdivisions that will make up this community
- *Prioritize on-site rehousing:* Should any temporary housing be required, all displaced residents will first be offered the opportunity to be rehoused temporarily on site as they await the construction of their permanent replacement housing. Because of the nature of full-scale demolition and new construction, these temporary rehousing times may exceed one year, but this will allow families to stay in their neighborhood, school system, and community for the duration of their wait. It will also allow neighbors to self-select into phases of redevelopment, ensuring a non-coercive model for redevelopment
- *Financial Coaching + Housing Navigation:* Southwood employs a significant, bi-lingual on-site Community Engagement staff and will continue to offer financial coaching and housing navigation for all displaced households to support their healthy rehousing goals
- *Replacement of Housing:* Southwood redevelopment will offer a surplus of replacement housing units in Phase 1, constructing approximately 75 units. Current development estimates indicate that Southwood, once all phases are complete, will provide approximately 400 affordable housing units by the end of construction, replacing all 341 mobile homes on site today with sustainable affordable housing and increasing the affordable housing stock in the area
- *Affordable Housing Mechanisms:* Southwood is envisioned to offer housing opportunities across the economic spectrum. Affordable rentals provided through LIHTC transactions, should credits be awarded through the competitive application process, will provide housing opportunities to individuals and families at 80% or below of AMI. These rentals will remain affordable for 30 years. Affordable homeownership opportunities provided through Habitat for Humanity will provide housing opportunities to individuals and families at 80% or below of AMI. These homes retain deed restrictions with affordability provisions for a minimum of 40 years. Habitat is also piloting the creation of affordable Accessory Dwelling Units as part of their homeownership program. These rental units would be provided at an affordable rate as established by HUD for a minimum of 10 years. Other innovative affordable partnerships are being sought to provide an even wider array of affordable housing typologies and tenures.

Relocation Assistance to Displaced Persons

Habitat will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG and/or HOME programs, are forced to move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling units in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49CFR Part 24.

One-for-One Replacement of Lower-Income Dwelling Units

Habitat will replace all occupied and vacant habitable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG and/or HOME programs in accordance with 24 CFR 42.375.

Before entering into a contract committing Albemarle County to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, Albemarle County will make public by publication in the Daily Progress and submit to the HUD Field Office and the Commonwealth of Virginia the following information in writing:

- 1. A description of the proposed assisted project
- 2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project
- 3. A time schedule for the commencement and completion of the demolition or conversion
- 4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided
- 5. The source of funding and a time schedule for the provision of the replacement dwelling units
- 6. The basis for concluding that each replacement dwelling unit is designated to remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy
- 7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g. a 2-bedroom units with two 1-bedroom units) or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b)

To the extent that the specific location of the replacement dwelling units and other data in items f4 through 7 are not available at the time of the general submission, Habitat will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

Replacement not Required Based on Unit Availability

Under 24 CRF 42.375 (d), Habitat may submit a request to HUD 9or to the State, if funded by the State) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

Contacts

Habitat for Humanity of greater Charlottesville, 434-293-9066, is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

Habitat for Humanity of greater Charlottesville, 434-293-9066, is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Southwood Housing Mixture Plan

In combination with market rate dwelling units, affordable units provided in Phase 1 of Southwood redevelopment will be a mixture of owned and rented dwellings with tiers of affordability, ensuring families across the economic spectrum will have sustainable housing opportunity. Affordable opportunities will be available to families with incomes between 0% and 80% of the area median income established by HUD, adjusted by family size.

In partnership with Albemarle County, via a Performance Agreement ratified by the Board of Supervisors on June 19th, 2019, Habitat has committed to a minimum of 75 affordable housing units built or contracted to be built by Habitat in Phase 1, with an additional commitment to pursue award of a competitive financing application for 80 affordable rental units through Low Income Housing Tax Credits.

Process

The typology and ownership structure of the 75 Habitat-built or contracted units in Phase 1 will be determined in direct partnership with families who have self-identified as interested in living in the first Villages in Southwood. Financial coaching has already begun with more than 70 families to determine their housing aspirations and begin to financially prepare for purchase or rental of those housing types identified.

In July and August of 2019, families, equipped with an understanding of their financial capabilities, will participate with architects and engineers in a series of design charrettes to create the site plan for the first model village. The housing mix in, and layout of, this village will be decided by the residents, who will each choose a home to purchase or rent that suits their abilities and aspirations. Mixed in with these villages will be market rate homes as space permits.

Phase 1 will consist of up to three resident-designed villages. Each subsequent village following Village 1 will follow the same resident-led design process and future resident cohorts will receive the same preparatory financial coaching.

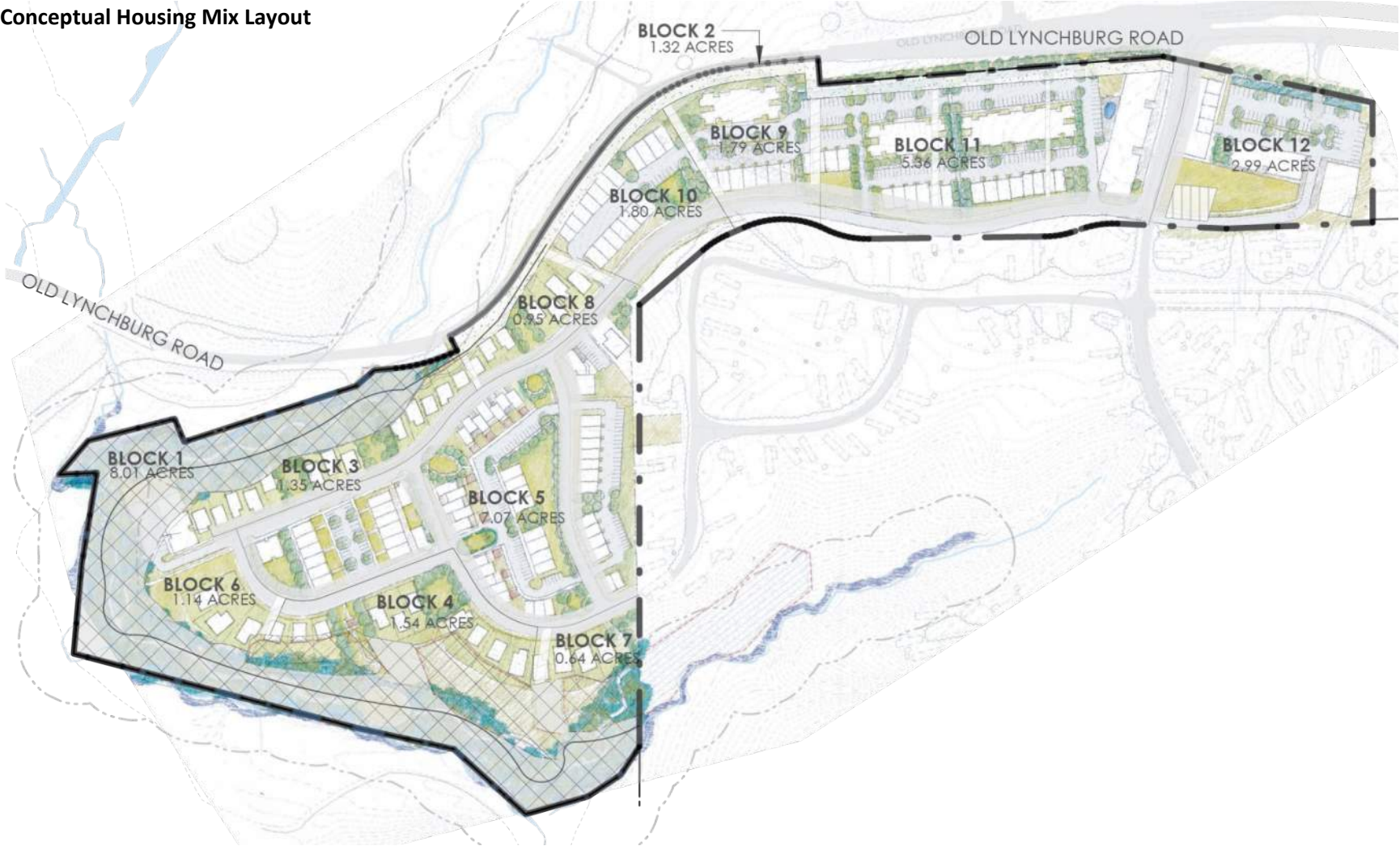
Unit Types

To ensure a range of affordability, the following unit types and ownership mechanisms are potentially being pursued as options for Phase 1 of Southwood redevelopment:

MECHANISM	HOUSING TYPE	OWNERSHIP OR RENTAL	AMI RANGE	AFFORDABILITY PERIOD
Habitat-built, Habitat-contracted or Habitat-sold	Deeply Discounted Units	Rent	0-30%	40 years
	Condominium	Own	20-80%	40 years
	Townhouse	Own	30-80%	40 years
	Single Family Attached	Own	40-80%	40 years
	Single Family Detached	Own	50-80%	40 years
	Workforce	Own	80-120%	N/A
Low Income Housing Tax Credits	Apartment	Rent	40-80%	30 years
	Senior Housing	Rent	40-80%	30 years
	Supportive Housing	Rent	0-80%	30 years
	Deeply Discounted Units	Rent	0-30%	30 years
Flexible Structure	Accessory Units	Rent	20-80%	10 years
Market-built	Apartment	Rent	80-120%	N/A
	Carriage House	Rent	80-120%	N/A
	Condominium	Own	120%+	N/A
	Townhouse	Own/Rent	120%+	N/A
	Single Family Attached	Own	120%+	N/A
	Single Family Detached	Own	120%+	N/A

Below are examples of housing products either built by Habitat or its NGO and for-profit partners. Exact housing styles and external design elements will be governed by the neighborhood ARB and will be informed by resident village designers.





BLOCK	HOUSING TYPES
1-2	N/A – Open Space
3-4	Market Single Family Attached
	Market Single Family Detached
	Habitat Single Family Attached
	Habitat Single Family Detached
5-8	Market Single Family Attached
	Market Single Family Detached
	Deeply Discounted Units
	Habitat Condominium
	Habitat Townhome
	Habitat Single Family Attached
	Habitat Single Family Detached
	Workforce
9-12	Accessory Units/Carriage Units
	Market Apartments
	Market Townhomes
	Habitat Townhomes
	Deeply Discounted Units
	LIHTC Apartments

ATTACMENT H: PERFORMANCE AGREEMENT

Attachment A
Draft: June 19, 2019

AGREEMENT

THIS AGREEMENT is made and entered into on June __, 2019, by and between the COUNTY OF ALBEMARLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”), the ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA, (the “Authority”), a political subdivision of the Commonwealth of Virginia, and HABITAT FOR HUMANITY OF GREATER CHARLOTTESVILLE, INC., a Virginia corporation and a 501(c)(3) (Section 501(c)(3) of the Internal Revenue Code) entity (“Habitat”).

Recitals

1. **The Property.** Southwood Charlottesville LLC, a limited liability company wholly-owned by Habitat, is the owner of approximately 32.5 acres composed of Tax Map Parcels 07600-00-00-051A0, 09000-00-00-001A0, and 090A1-00-00-001E0, located in the Scottsville Magisterial District of Albemarle County (the “Property”).
2. **The Project.** Habitat intends to develop a mixed income, mixed use, development on the Property in which safe, clean, stable, affordable housing will also be provided for rent and for purchase by persons of various income levels (the “Project”). The Project is also known as “Phase 1” of Habitat’s intended redevelopment of the neighborhood commonly known as “Southwood,” which is composed of approximately 80 developable acres that will provide safe, clean, stable, affordable housing within a mixed income, mixed use, development.
3. **The Project is Consistent With, Promotes, and Implements the County’s Comprehensive Plan.** The Project is consistent with, promotes, and implements several policies, objectives, and strategies of the Albemarle County Comprehensive Plan:
 - A. **Growth Management Chapter.** The Growth Management chapter of the Comprehensive Plan includes the following statement: “Promoting the Development Areas as the place where a variety of land uses, facilities, and services exist and are planned to support the County’s future growth, with emphasis placed on density and high-quality design in new and infill development.” Strategy 1b of the Growth Management chapter states: “To help promote the Development Areas as the most desirable place for growth, continue to fund capital improvements and infrastructure and provide a higher level of service to the Development Areas.”
 - B. **Housing Chapter.** The Housing chapter of the Comprehensive Plan includes Objective 4: “Provide for a variety of housing types for all income levels and help provide for increased density in the Development Areas.”
 - C. **Economic Development Chapter.** The Economic Development chapter of the Comprehensive Plan includes Objective 1: “Promote economic development activities that help build on the County’s assets while recognizing distinctions between expectations for the Development Areas and the Rural Area,” Objective 6: “Increase local business development opportunities, including support for entrepreneurial and startup businesses,” and Strategy 1a: “Promote new employment activities in the Development Areas and encourage developers of commercial and industrial projects to incorporate the Neighborhood Model principles.”
 - D. **Affordable Housing Policy.** The Affordable Housing Policy in the Comprehensive Plan includes the following statement: “It shall be the policy of Albemarle County to support affordable housing for those who live and/or work in the County.” Strategy 4 of the Affordable Housing Policy states: “Expand existing partnerships/programs and create new alliances with the private sector including nonprofit and for-profit housing providers and lenders.”
 - E. **Southern and Western Urban Neighborhoods Master Plan.** The Southern and Western Urban Neighborhoods Master Plan states: “Redevelopment of the Southwood Mobile Home Park should be as a mixed-income, mixed use community. A mixture of housing types for different income levels is expected. A retail and/or services area should be provided for the neighborhood.” Southwood is listed as one of three priority areas in the Master Plan.

4. **The Project is Consistent With, Promotes, and Implements Habitat’s Core Values.** The Project is consistent with, promotes, and implements several core values of Habitat, including the following:
 - A. **Non-displacement.** Facilitating healthy rehousing choices for each current resident of Southwood.
 - B. **Net Increase in Affordable Housing.** Causing a significant increase in the overall local affordable housing stock responsive to the evolving regional need.
 - C. **Community Engagement.** Creating a plan of development resulting from extensive interaction with Southwood residents – taking into account their needs, desires, and abilities – and other stakeholders in the community, including surrounding neighbors, County officials, and others.
 - D. **Asset-based Approach.** Building on existing community assets by being responsive to what is already good about Southwood, both socially and physically.
 - E. **Self-help Model.** Basing redevelopment strategies on Habitat’s central belief that a “hand up” is better than a “hand out.” Redevelopment will include substantial opportunities for current residents and other low-income residents of the area to earn the chance to build and purchase Habitat homes and/or otherwise participate in the rebuilding of the Southwood community.
 - F. **Fiscal Responsibility.** Managing the redevelopment process in a financially sustainable way that allows Habitat to continue with its core mission of building affordable homes into the future.
5. **The Investment in the Project.** The amount of funding and private investment by Habitat and other contributors, including the County and the Authority, in the Project is estimated to be \$94,000,000.00. For the entirety of the development and redevelopment of the Southwood neighborhood beyond the Project, the amount of funding and private investment by Habitat and others is estimated to be \$250,000,000.00.
6. **The Animating Public Purposes of this Agreement.** The animating public purposes for the County to enter into this Agreement include:
 - A. **Supporting Affordable Housing.** Providing funding to facilitate the construction of safe, clean, stable, affordable housing for persons of various income levels.
 - B. **Promoting Economic Development.** Promoting the economic development and the increased vitality of the Southwood neighborhood and the County’s southern urban ring.
 - C. **Enhancing the County’s Tax Base and Jobs Base.** Enhancing the County’s tax base and jobs base by facilitating the redevelopment of the existing Southwood neighborhood into a mixed use development that, when developed will include commercial uses, affordable housing for persons of various income levels, and market-rate housing.
7. **The Incentives to Enable the County to Achieve the Animating Public Purposes.** To further incentivize and financially support Habitat in its construction of affordable dwelling units within the Project, the County Board of Supervisors agrees, subject to the terms and conditions of this Agreement, to:
 - A. **Provide Cash Contributions.** Appropriate funds to the Authority, to be transferred to Habitat, in an amount of up to \$1,800,000.00 for the construction of affordable dwelling units within the Project, when specific milestones are achieved by Habitat during Fiscal Years 2020 through 2022, or later.
 - B. **Rebate the Equivalent of a Portion of the Incremental Increase in Real Property Tax Revenue.** Rebate to Habitat an amount equal to varying percentages of the increase in the incremental real property tax revenue

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generated within the Project for a period of 10 years or until \$1,400,000.00 is rebated to Habitat, whichever occurs first, for the construction of affordable dwelling units within the Project.

These incentives are in addition to the \$675,000.00 in funding previously provided by the County through the Authority pursuant to a Performance Agreement dated January 10, 2018, and \$2,250,000.00 through a pair of grants of State and Federal funds awarded to the County and to Habitat for the Project.

8. **Habitat’s Acceptance of the Incentives and Related Obligations.** Habitat agrees to accept the funding and the rebate of real property taxes from the County and the Authority described in this Agreement as an incentive for Habitat to construct, or contract to construct, a minimum of 75 Habitat-built or Habitat-contracted homes qualifying as affordable dwelling units, and to diligently pursue a minimum of 80 additional affordable dwelling units within the Project, as provided in this Agreement. Habitat also agrees to accept the obligations stated in this Agreement as a condition to it accepting the funding and the rebate of real property taxes as described in this Agreement.
9. **This Agreement Memorializes the Incentives and the Obligations.** The County, the Authority, and Habitat desire to state their agreement to Habitat’s milestones and obligations, and the County’s and the Authority’s incentives and obligations in this Agreement.
10. **The Relationship Between Affordable Housing and Economic Development.** There is a direct relationship between affordable housing and a positive economic benefit to the County and the region.
- A. **The Comprehensive Regional Housing Study and Needs Assessment.** “The Comprehensive Regional Housing Study and Needs Assessment,” prepared by the Central Virginia Regional Housing Partnership of the Thomas Jefferson Planning District Commission (March 2019) (the “Report”) includes the following:
1. **A Description of the Regional Economy.** In the context of the ability to afford housing, the Report describes the regional economy as follows: “The regional economy is largely split between high-wage professions requiring at least a college degree and lower-wage service jobs in restaurants, retail, hospitality and other sectors. Many service businesses offer only part-time employment without benefits, often on irregular schedules. Even two or three such jobs are not enough to afford most local housing. Accessing jobs requires car ownership or lengthy commutes on public transit, where available.” *Report, page 66.*
2. **The State of Housing in the Region.** The Executive Summary to the Report details the regional rental and ownership housing markets and following is a sampling of those details: (i) housing prices have increased rapidly over the past 20 years and wages have not kept up; (ii) some of the strongest job growth in the region has taken place in the service sectors where wages are relatively low and hours are often limited; (iii) a number of factors have contributed to the rise of rents for older apartments and houses that traditionally would have been affordable to low and moderate income households; (iv) 9,000 renter households in the City of Charlottesville and Albemarle County, excluding student households, are paying more than 30 percent of their income for housing costs, the accepted affordability standard established by the United States Department of Housing, including over 4,000 renter households that are paying at least half of their income for housing; (v) the waiting list for Housing Choice Vouchers are estimated to be as high as 1,866 in the City of Charlottesville and 1,350 in Albemarle, Fluvanna, Louisa, and Nelson Counties, and wait times are estimated to be five to eight years; (vi) approximately 7.5 percent of the homeowners in the urban localities within the region are spending one-half or more of their income on housing costs; (vii) long commutes (“drive till you qualify”) add transportation to the costs of homeownership in the rural localities in the region; (viii) Habitat receives 180 to 205 applications annually from households seeking to invest in building a home; and (ix) the Albemarle Housing Improvement Program, which provides home repairs for low and moderate income households, has a waiting list of 292 households in the City of Charlottesville and Albemarle County that need emergency repairs and rehabilitation for their homes. *Report, Executive Summary, pages 3-7.*

3. **The State of Housing’s Impact on the Region’s Economy.** The Report summarizes the lack of affordable housing on the region’s economy: “These housing problems have many consequences for the region’s economy. Employers report difficulties in recruiting and retaining workers. Turnover and absenteeism are higher than desirable, in part, because of the burdens of those long commutes. Those who must recruit workers with specialized skills often find they are forced to pay higher salaries than their counterparts pay in other parts of the state. Economic development professionals across the region report difficulties in recruiting new businesses due to concerns about their ability to move and attract workers to a market with such high housing costs.” *Report, Executive Summary, pages 7-8.*

- B. **Other Studies and Reports.** Many studies and reports link affordable housing to economic development. “The Role of Affordable Housing in Creating Jobs and Stimulating Local Economic Development: A Review of the Literature,” prepared by the Center for Housing Policy (2011) reviews the studies conducted regarding the immediate and long-term economic benefits provided by affordable housing. In sum, the report finds a direct link between affordable housing and economic development, concluding that the studies reviewed demonstrate that “development of affordable housing increases spending and employment in the surrounding economy, acts as an important source of revenue for local governments, and reduces the likelihood of foreclosure and its associated costs. Without a sufficient supply of affordable housing, employers – and entire regional economies – can be at a competitive disadvantage because of their subsequent difficulty attracting and retaining workers.”
11. **This Agreement is Contingent Upon, But Not in Exchange for, Approval of ZMA 2018-00003.** This Agreement is contingent upon the County Board of Supervisors approving ZMA 2018-00003 which, as currently proposed, would allow the uses and densities to enable the Project. However, this Agreement is not, and should not be construed to be, an Agreement by the Board to rezone the Property. In its consideration of ZMA 2018-00003, the Board may and will exercise its full legislative powers and discretion as authorized by law.
12. **Enabling Authority.** The County and the Authority are authorized to enter into this Agreement and to make the cash contributions and transfers as provided in this Agreement to Habitat pursuant to the following:
- A. **Virginia Code § 15.2-953.** Virginia Code § 15.2-953 enables the County to give funds to any charitable institution that provides services to residents of the County, that provides housing for persons 60 years of age or older, and to provide funds to the Authority for the purposes of promoting economic development.
- B. **Virginia Code § 15.2-959.** Virginia Code § 15.2-959 enables the County to engage in research, studies, and experimentation in housing alternatives, including the rehabilitation of existing housing stock and the construction of additional housing.
- C. **Virginia Code § 15.2-1205.** Virginia Code § 15.2-1205 enables the County Board of Supervisors to give, lend, or advance in any manner that it deems proper funds or other County property, not otherwise specifically allocated or obligated, to the Authority.
- D. **Virginia Code § 15.2-4905(13).** Virginia Code § 15.2-4905(13) enables the Authority to make loans or grants to any person, partnership, association, corporation, business, or governmental entity in furtherance of the purposes of the Industrial Development and Revenue Bond Act (Virginia Code § 15.2-4900 *et seq.*), including for the purposes of promoting economic development, provided that any loans or grants are made only from revenues of the authority which have not been pledged or assigned for the payment of any of the Authority’s bonds.

Terms and Conditions for the County’s Contribution and Habitat’s Use of Funds

The parties agree as follows:

1. **Purposes.** The recitals state the general purposes and intentions of the parties for entering into this Agreement and

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provide general descriptions as to how those purposes and intentions will be achieved. In sum, the County and the Authority desire to support, and Habitat desires to provide, safe, clean, stable, affordable housing for persons of various income levels. In addition, by supporting affordable housing, the parties intend to promote the economic development and the increased vitality of the Southwood neighborhood and the County’s southern urban ring by enhancing the County’s tax base and jobs base as described in the recitals.

2. **Definitions.** The following terms are defined for this Agreement:

“Affordable housing” means housing affordable to households with income not exceeding 80 percent of the area median income established by the United States Department of Housing and Urban Development adjusted by family size. In the context of this Agreement, “affordable housing” also means housing affordable to households with income not exceeding percentages less than 80 percent of the area median income.

“Affordable dwelling unit” or “ADU” means a dwelling unit that qualifies as affordable housing and is, or is intended to be, occupied for persons qualifying for affordable housing.

“Fiscal Year” means the County’s fiscal year which runs from July 1 of the Calendar Year to June 30 of the following Calendar Year.

“Habitat-contracted ADU” means an affordable dwelling unit that will be constructed by a third party pursuant to a construction contract between it and Habitat.

“Low Income Housing Tax Credits” means low income housing tax credits awarded by the Virginia Department of Housing and Community Development as the administrator of the federal Low-Income Housing Tax Credit (LIHTC) program, is sponsored by the United States Treasury Department, and authorized by federal law to encourage the development of affordable rental housing by providing owners a federal income tax credit.

“Project” means Habitat’s intended 32.5 acre development and redevelopment of the Property to establish a mixed income, mixed use, development on the Property in which safe, clean, stable, affordable housing will also be provided for rent and for purchase by persons of various income levels. The Project is also known as “Phase 1” of Habitat’s intended redevelopment of the neighborhood commonly known as “Southwood.”

“Property” means Albemarle County Tax Map Parcels 07600-00-00-051A0, 09000-00-00-001A0, and 090A1-00-00-001E0.

“Southwood” means the real property in Albemarle County owned by Southwood Charlottesville LLC composed of Tax Map Parcel Numbers 07600-00-00-051A0, 09000-00-00-001A0, 090A0-00-00-001C0, 090A0-00-00-00400, 090A1-00-00-001D0, and 090A1-00-00-001E0, which in the aggregate is approximately 123 acres in size, 80 acres of which are developable, and of which the Project is a part. In the appropriate context in this Agreement, “Southwood” may refer to the current neighborhood within these described lands, or its future redevelopment.

3. **Term of this Agreement.** The term of this Agreement is from June __, 2019 until the last period of affordability expires pursuant to Section 5(C)(1).
4. **Contributions by the County and the Authority.** The County agrees to appropriate to the Authority, and Authority agrees to transfer to Habitat, cash contributions as provided below:
- A. **Prerequisites to Transferring the First Cash Contribution or Rebate.** Before the County appropriates the first Cash Contribution described in Section 4(B) or the first Rebate described in Section 4(C), Habitat shall provide to the County the following information which must demonstrate to the County’s satisfaction that the Project is economically viable:

1. **Budget.** A project budget for the Project.
2. **Funding Plan.** A plan showing how the Project and Southwood will be funded, with evidence satisfactory to the County, that it has or will have the financial ability to design and construct the Project, including proof that it has or will secure funds necessary, obtained commitments for any construction loans, received contributions, or received pledges.
3. **Other Economic Information.** Any other information reasonably requested by the County to ensure to the County’s satisfaction the economic viability and Habitat’s ability to achieve a minimum of 75 Habitat-built or Habitat-contracted ADUs within the Project.
4. **Habitat Professional Team.** A list of the persons filling professional positions employed by Habitat and who are assigned to the Project, and any consultants hired, having experience in large mixed-use, mixed income developments that meets the requirements of Section 5(K).
5. **Non-Displacement.** A Non-Displacement Plan that meets the requirements of Section 5(E).

B. **Phased Cash Contributions.** The County and the Authority will contribute up to \$1,800,000.00 to Habitat in separate contributions (the “Cash Contribution”) as follows:

1. **Milestones for the Cash Contributions.** Each Cash Contribution will be made in the stated sums when Habitat reaches the following milestones:
- a. **Fiscal Year 2020 or later; \$100,000.00.** \$100,000.00 will be contributed to Habitat in Fiscal Year 2020 or later upon written request by Habitat to the County Executive, to support Habitat’s planning work and applications.
- b. **Fiscal Year 2020 or later; \$300,000.00.** \$300,000.00 will be contributed to Habitat in Fiscal Year 2020 or later when Habitat provides written evidence that: (i) it or a third party has been awarded Low Income Housing Tax Credits for 80 or more rental units of affordable housing within the Project, specifically, within the area referred to as Phase 1, Block B in the documents submitted by Habitat for ZMA 2018-00003; or (ii) a developer obtains one or more building permits to construct 80 or more affordable dwelling units (ADUs) within the Project.
- c. **Fiscal Year 2020 or later; \$200,000.00.** \$200,000.00 will be contributed to Habitat in Fiscal Year 2020 or later when Habitat provides written evidence to the satisfaction of the County Executive that it has obtained actual donations, formal pledges, bank financing, and other forms of revenue, including revenue from parcel sales, when combined with the County’s total contribution, to fund 75 percent (57) of 75 Habitat-built or Habitat-contracted ADUs within the Project.
- d. **Fiscal Year 2021 or later; \$300,000.00.** \$300,000.00 will be contributed to Habitat in Fiscal Year 2021 or later when Habitat provides written evidence to the satisfaction of the County Executive that a final site plan has been approved by the County to enable construction of at least 20 Habitat-built or Habitat-contracted ADUs within the Project and that it has obtained actual donations, formal pledges, bank financing, and other forms of revenue, including revenue from parcel sales, when combined with the County’s total contribution, to fund 85 percent (64) of 75 Habitat-built or Habitat-contracted ADUs within the Project.
- e. **Fiscal Year 2021 or later; \$300,000.00.** \$300,000.00 will be contributed to Habitat in Fiscal Year 2021 or later upon Habitat providing written evidence to the County Executive that it has submitted to the County’s Department of Community Development one or more complete building permit applications to

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construct the 37th Habitat-built or Habitat-contracted ADU within the Project.

- f. **Fiscal Year 2022 or later; \$600,000.00.** \$600,000.00 will be contributed to Habitat in Fiscal Year 2022 or later when Habitat provides written evidence to the satisfaction of the County Executive that Habitat has obtained actual donations, formal pledges, bank financing, and other forms of revenue, including revenue from parcel sales, when combined with the County’s total contribution, to fund 95 percent (72) of 75 Habitat-built or Habitat-contracted ADUs within the Project.
2. **How and When the Cash Contributions Will Be Transferred.** The County Board of Supervisors will appropriate each Cash Contribution to the Authority within 45 days after the County Executive determines to his satisfaction that the applicable milestone has been reached. The Authority will transfer each Cash Contribution to Habitat within 30 days after it is received from the County. The Authority has no responsibility to transfer any Cash Contribution to Habitat that the Authority has not received from the County. Each Cash Contribution from the Authority to Habitat is a grant.
3. **Purposes for Which the Cash Contributions May be Applied.** Habitat shall use the Cash Contribution received from the Authority pursuant to Section 4(B)(1)(a) only to support Habitat’s planning work and applications. Habitat shall use the Cash Contributions received from the Authority pursuant to Sections 4(B)(1)(b) through (f) only to construct or install the foundation, framing, windows and doors, roofing, exterior siding, drywall and other interior wall materials, insulation, rough and finish electrical, plumbing, and heating and cooling systems, underlayment, countertops and cabinets, trim, painting, appliances, flooring, kitchen appliances, finish work such as book shelves, and connections to utilities, and the like, for a Habitat-built or Habitat-contracted ADU. The Cash Contributions may not be used for site preparation or to construct or install within the Project any streets, utilities, common area improvements and amenities, or for any other purpose.
4. **Determinations by the County Executive as to Whether a Milestone Has Been Reached.** Any determination by the County Executive as to whether a milestone has been reached by Habitat pursuant to Section 4(B)(1) shall be reasonably made and shall be binding on the Authority. The County Executive may delegate this responsibility to any County officer.
5. **Non-appropriation.** Any Cash Contribution to be made by the County and the Authority pursuant to this Section 4(B) in any Fiscal Year is subject to non-appropriation by the County Board of Supervisors as provided in Section 7.
6. **Extinguishing an Obligation.** Any obligation of the County and the Authority to make a particular Cash Contribution pursuant to this Section 4(B) is extinguished if Habitat does not reach the corresponding milestone by June 30, 2025 or another date as extended by a written agreement of the parties. Habitat must submit any evidence that it has reached a milestone to the County Executive by July 31, 2025.
- C. **Rebated Real Property Taxes.** The County and the Authority will rebate up to \$1,400,000.00 to Habitat the equivalent of a portion of the increase in real property taxes collected from the Project in annual contributions as follows:
1. **Real Property Tax Baseline.** The “Real Property Tax Baseline” is the amount of real property taxes assessed by the County on the Property for the Calendar Year in which ZMA 2018-00003 is approved by the County Board of Supervisors.
2. **Duration of the Rebate Period.** The “Rebate Period” begins in the Calendar Year following the Calendar Year in which the Real Property Tax Baseline is established and continues for 10 Calendar Years, or sooner, when \$1,400,000.00 has been rebated to Habitat pursuant to this Section 4(C).
3. **Calculation of the Rebates.** The amount of the real property taxes that will be rebated to Habitat (the “Rebate”) is as follows:
- a. **Until the End of Calendar Year 2024.** One hundred percent of the increase in real property taxes collected by the County for the Property above the Real Property Tax Baseline will be rebated to Habitat until the end of Calendar Year 2024.
- b. **Calendar Year 2025 and Thereafter.** Fifty percent of the increase in real property taxes collected by the County for the Property above the Real Property Tax Baseline will be rebated beginning in Calendar Year 2025 and until the Rebate Period ends.
4. **How and When the Rebate Will Be Transferred.** Within 45 days after the full amount of the real property taxes have been paid for the Property for the applicable half of the Calendar Year, the County Board of Supervisors will semi-annually appropriate a Rebate to the Authority. The Authority will transfer the Rebate to Habitat within 30 days after it is received from the County. The Authority has no responsibility to transfer any Rebate to Habitat that the Authority has not received from the County. Each Rebate from the Authority to Habitat is a grant.
5. **Purposes for Which the Rebates May be Used.** Habitat may use each Rebate received under this Section 4(C) as follows:
- a. **First: Construct Affordable Dwelling Units.** Habitat shall first use the Rebate only to construct or install the foundation, framing, windows and doors, roofing, exterior siding, drywall and other interior wall materials, insulation, rough and finish electrical, plumbing, and heating and cooling systems, underlayment, countertops and cabinets, trim, painting, appliances, flooring, kitchen appliances, finish work such as book shelves, and connections to utilities, and the like, of a Habitat-built or Habitat-contracted ADU, until the 75th certificate of occupancy is issued for Habitat-built or Habitat-contracted ADUs within the Project. The Rebate may not be used for site preparation or to construct or install within the Project any streets, utilities, common area improvements and amenities, or for any other purpose.
- b. **Second: Apply to Habitat Debt to Construct Affordable Dwelling Units.** Any Rebate received by Habitat that can no longer be used as provided by Section 4(C)(5)(a) (because, for example, all Habitat-built or Habitat-contracted ADUs have been constructed in the Project), shall next be applied by Habitat to pay any debt incurred by Habitat to build Habitat-built or Habitat-contracted ADUs within the Project.
- c. **Third: Rebates Deposited in Escrow Account for Affordable Dwelling Units in Subsequent Phases of Southwood.** Any Rebate to be received by Habitat that can no longer be used as provided by Sections 4(C)(5)(a) and 4(C)(5)(b) shall be deposited in an escrow account established by the County instead of being directly transferred to Habitat. Habitat shall inform the County Executive in writing, with any supporting evidence it may have or that may be requested by the County Executive, that the Rebates can no longer be used as provided by Sections 4(C)(5)(a) and 4(C)(5)(b). Any Rebates deposited in an escrow account may be withdrawn by Habitat upon prior approval by the County Executive for the sole purpose of using the Rebate to construct or install ADUs outside of the Project but within Southwood. The transfer schedule established in Section 4(C)(4) applies to Rebates that will be deposited in an escrow account to the extent that it is practicable, allowing adequate time for the County Executive to reasonably consider the information provided by Habitat.
6. **Non-appropriation.** Any Rebate to be made by the County and the Authority pursuant to this Section 4(C) in any Fiscal Year is subject to non-appropriation by the County Board of Supervisors as provided in Section 6 of this Agreement.

7. **Extinguishing an Obligation.** Any obligation of the County and the Authority to make a particular Rebate pursuant to this Section 4(C) is extinguished on December 31 of the tenth Calendar Year following the Calendar Year in which the Real Property Tax Baseline is established, or when the County and the Authority have rebated to Habitat \$1,400,000.00, whichever occurs first.
- D. **Suspending Transfers of Cash Contributions or Rebates.** The transfer of any Cash Contribution or Rebate from the Authority to Habitat shall be suspended at any time while Habitat is not in compliance with any obligation it has pursuant to Section 5.
1. **Decision.** The decision as to whether Habitat is not in compliance with any obligation it has pursuant to Section 5 shall be reasonably made by the County Executive.
2. **Notice from the County to Habitat.** The County shall provide written notice to Habitat that Habitat is not in compliance with one or more obligations it has pursuant to Section 5. The notice shall identify the obligations that Habitat is not in compliance with and recommend corrective actions to return to compliance.
3. **Resolution.** Habitat shall make good faith efforts to return to compliance with its obligations. If it disagrees with the County as to whether it is not in compliance with one or more of its obligations, Habitat may request to meet with the County pursuant to the dispute resolution procedure in Section 9(G) of this Agreement. The request must be made by Habitat in writing and be received by the County within 30 days after the date Habitat received the written notice from the County pursuant to Section 4(D)(2).
- E. **Returning the Cash Contributions and Rebates.** Habitat shall return any Cash Contribution and Rebate (collectively, “County Funds”) to the Authority, which in turn shall return the County Funds to the County, in the following circumstances:
1. **Returns in Their Entirety.** Habitat shall return the County Funds in their entirety in any of the following circumstances:
- a. **Planning and Other Support Funding.** The \$100,000.00 Cash Contribution transferred pursuant to Section 4(B)(1)(a) shall be returned to the Authority in full if the Cash Contribution is not fully expended for Habitat’s planning work and applications on or before June 30, 2021.
- b. **Tax Credits Awarded or Other Affordable Housing Project.** The \$300,000.00 Cash Contribution transferred pursuant to Section 4(B)(1)(b) shall be returned to the Authority in full if: (i) the LIHTC credits that were awarded are voided or the award of the credits is rescinded before any LIHTC ADU is occupied on or before June 30, 2027; (ii) the developer obtaining one or more building permits to construct 80 or more ADUs fails to obtain from the County at least one certificate of occupancy for an ADU within the Project on or before June 30, 2027.
- c. **Final Site Plan Approval for 20 ADUs.** The \$300,000.00 Cash Contribution transferred pursuant to Section 4(B)(1)(d) shall be returned if there is no legal, valid, final site plan for 20 or more Habitat-built or Habitat-contracted ADUs within the Project on or before June 30, 2025.
- d. **Building Permits Issued.** The \$300,000.00 Cash Contribution transferred pursuant Section 4(B)(1)(e) shall be returned if building permits expire such that the number of building permits issued by the County is below 37 on or before June 30, 2025.
- e. **Funding Levels.** The Cash Contributions transferred pursuant to Sections 4(B)(1)(c), 4(B)(1)(d), or 4(B)(1)(f) shall be returned if the funding levels of 75 percent, 85 percent, or 95 percent for 75 Habitat-built or Habitat-contracted ADUs within the Project fall below those milestones before at least one certificate of occupancy is issued by the County for a Habitat-built or Habitat-contracted ADU within the

Project.

- f. **Cash Contributions Not Applied for Habitat-built or Habitat-contracted ADUs.** Any Cash Contributions transferred pursuant to Section 4(B)(1) shall be returned if the full amount is not applied solely to construct or install Habitat-built or Habitat-contracted ADUs as described in Section 4(B)(3).
- g. **Rebates Not Applied for Habitat-built or Habitat-contracted ADUs or Other Specified Purposes.** Any Rebates transferred pursuant to Section 4(C)(1) shall be returned if the full amount transferred in any particular Calendar Year is not applied solely for the purposes described in Section 4(C)(5).
- h. **Habitat Ceases to Operate.** If Habitat ceases to operate before the County issues the first certificate of occupancy for a Habitat-built or Habitat-contracted ADU within the Project, any County Funds shall be returned.
2. **Prorated Returns.** Habitat shall return the County Funds on a prorated basis in any of the following circumstances:
- a. **Tax Credits Awarded or Other Affordable Housing Project.** The \$300,000.00 Cash Contribution transferred pursuant to Section 4(B)(1)(b) shall be returned in the prorated amount of \$3,750.00 for each certificate of occupancy not obtained from the County for an ADU within the Project by December 31, 2027 that is less than 80, provided that at least one certificate of occupancy has been issued for an ADU developed or installed as provided in Section 4(B)(1)(b). **Example:** If 70 certificates of occupancy for ADUs have been issued by the County by December 31, 2027, 10 certificates of occupancy were not timely obtained and Habitat must return \$37,500.00.
- b. **Certificates of Occupancy Issued for Fewer than 75 Habitat-built or Habitat-contracted ADUs.** The Cash Contribution transferred pursuant to Section 4(B)(1)(c) through (f) shall be returned in the prorated amount of \$20,000.00 for each certificate of occupancy not obtained from the County for a Habitat-built or Habitat-contracted ADU within the Project by December 31, 2027 that is less than 75, up to the amount of Cash Contributions that it received. **Example:** If 70 certificates of occupancy for Habitat-built or Habitat-contracted ADUs have been issued by the County by December 31, 2027, five certificates of occupancy were not timely obtained and Habitat must return \$100,000.00.
3. **Milestones Reached, Failed, Re-attained.** Any Cash Contribution made pursuant to the milestones being reached pursuant to Section 4(B)(1)(c), (d), or (e), then returned by Habitat because Habitat thereafter no longer satisfied the milestone, shall be transferred again as provided in this Agreement if Habitat again timely reaches the milestone.
4. **Timing of Returns.** Habitat shall return any Cash Contribution or Rebate required by this Section 3(E) within 30 days after it receives a written demand for a return from the County. The Authority shall transfer any return to the County within 45 days after it receives the return from Habitat.
- F. **Security Interest to Ensure the Return of County Funds.** If Habitat fails to timely return any County Funds as required by Section 4(E)(4), the County, in its sole discretion, may record an instrument against any portion of the Property owned by Southwood Charlottesville LLC or Habitat, or both, or any other real property owned by Habitat in Albemarle County, at the time of the proposed recordation to secure the return. Habitat shall sign the documents necessary to allow the County to record its instrument, and shall not otherwise prevent, or seek to prevent, the County from recording its instrument. The County instrument shall be subordinate to any instrument recorded by one or more financial institutions to secure its funding provided to Habitat. The County shall sign the documents necessary to subordinate its instrument to the instrument recorded, or to be recorded, by the financial institution, and will not otherwise prevent, or seek to prevent, the financial institution from recording its instrument. The County shall promptly and timely release any instrument that it records to secure the return of any

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portion of the County Funds, when Habitat is no longer obligated return any amount. Habitat shall not be responsible for any costs, including recording costs, incurred by the County for it to record any instrument under this Section 4(F). In its sole discretion, the County may designate the Authority to exercise the rights, powers, and obligations of the County pursuant to this Section 4(F).

5. **Obligations of Habitat.** Habitat will provide ADUs within the Project as follows:

- A. **Construct or Contract to Construct at Least 75 Affordable Dwelling Units.** Habitat shall provide a minimum of 75 Habitat-built or Habitat-contracted ADUs within the Project.
- B. **Construct or Install at Least 80 LIHTC Affordable Dwelling Units; Alternative.** Habitat, or a third party, shall construct or install a minimum of 80 LIHTC ADUs within the Project. If Habitat is unable to enter into a contract with a third party by June 30, 2020, or Habitat or the third party is not awarded Low Income Housing Tax Credits for 80 or more ADUs by June 30, 2020, Habitat shall diligently pursue until June 30, 2021 other third parties to seek and obtain an award of 80 or more LIHTC ADUs or to otherwise contract with a developer to construct or install 80 or more ADUs within the Project. If Habitat sells, leases, or otherwise transfers land in Block B in the Project to construct or install 80 or more LIHTC or other ADUs, all funds received by Habitat for the sale, lease, or transfer shall be used by Habitat for the Project. In addition:
1. **“Diligent pursuit” described.** In order for Habitat to be deemed by the County to be diligently pursuing a third party as required by this Section 5(B), Habitat shall, at a minimum, continuously market sufficient land within the Project to allow 80 or more ADUs to be constructed and to market the land for that purpose. The marketing shall continue until the land is conveyed to a developer for the purposes described herein, or until June 30, 2021, whichever occurs first. The land shall be marketed at a price that will allow it to be developed for affordable housing.
 2. **Appraisal.** If the County does not agree that the land is being so marketed at an appropriate price, it may request that an appraisal be prepared at its cost. The appraiser shall be selected by agreement of the County and Habitat.
 3. **Extinguishment of Obligation.** If Habitat is unable to obtain a buyer and developer by June 30, 2021 to construct or install 80 or more ADUs within the Project, the obligation of this Section 5(B) is extinguished.
 4. **Waiver by the County Board of Supervisors of the Obligation to Market the Land Until June 30, 2021.** Upon the written request by Habitat, the County Board of Supervisors may waive Habitat’s obligation to market the land until June 30, 2021 if Habitat has an interested purchaser who would not be constructing or installing 80 or more LIHTC or other ADUs in Block B in the Project, but would be developing a project that promotes the economic and community development of Southwood. In evaluating a request, the Board will consider any relevant criteria including, but not limited to: (i) whether the development will provide civic space for Southwood; (ii) whether the development will lease at affordable rates commercial space for Southwood residents and their businesses; (iii) enhanced open space for Southwood; (iv) funding for affordable housing within Southwood; and (v) other features, elements, improvements, or services that promote the economic and community development of Southwood. If the transfer of the land by Habitat to a developer is not completed, the June 30, 2021 deadline shall be extended an equivalent amount of time that the land was not actively marketed.
- C. **Ensure Long-term Affordability.** Habitat will ensure the long-term affordability of the ADUs within the Project as follows:
1. **Dwelling Units that are Habitat-built, Habitat-contracted, Habitat-sold.** Habitat-built, Habitat-contracted, and Habitat-sold ADUs shall qualify as affordable housing for a minimum of 40 years. Affordability may be achieved through deed restrictions, reserving in all ADUs a right of first refusal and granting the County a right of second refusal, by providing forgivable final mortgages, and other incentives. The period of affordability begins on the date that the certificate of occupancy is issued by the County for each ADU. To

simplify tracking the periods of affordability, Habitat may group all the certificates of occupancy for ADUs issued in a Calendar Year to begin their period of affordability on January 1 of the next Calendar Year.

2. **Dwelling Units Within Low Income Housing Tax Credit Projects.** LIHTC ADUs shall qualify as affordable housing for a minimum of 30 years. The period of affordability begins on the date that the certificate of occupancy is issued by the County for each ADU.
 3. **Dwelling Units that are Flexible Structure Types.** Flexible structure types, including modular housing and carriage units, serving as second dwelling units on a lot, shall qualify as affordable housing for a minimum of 10 years. For the purpose of Habitat satisfying its obligation to provide 75 or more Habitat-built or Habitat-contracted ADUs pursuant to this Agreement, only the first 10 flexible structure types will be counted toward Habitat’s obligation. The period of affordability begins on the date that the certificate of occupancy is issued by the County for each ADU.
 4. **Dwelling Units Using Other Affordable Housing Strategies.** Dwellings qualifying as affordable housing using a combination of strategies, including those described above or any other strategies, including land banks or land trusts, shall qualify as affordable housing for a minimum of 30 years. The period of affordability begins on the date that the certificate of occupancy is issued by the County for each ADU. To simplify tracking the periods of affordability, Habitat may group all the certificates of occupancy for ADUs issued in a Calendar Year to begin their period of affordability on January 1 of the next Calendar Year.
- D. **Diligently Fundraise.** From the date of this Agreement and until the design and construction of the ADUs within the Project are 100 percent funded, Habitat shall actively and aggressively conduct a capital campaign to obtain contributions to pay for the cost of designing and constructing the ADUs within the Project.
1. **“Actively” conducting the capital campaign described.** In order for Habitat to be deemed to be “actively” conducting the capital campaign, the Habitat fundraiser required by Section 5(K) shall be dedicated exclusively to directing the capital campaign for its required duration. The fundraiser’s dedication to directing the capital campaign may be non-exclusive if Habitat demonstrates to the County Executive’s satisfaction that exclusive dedication to the capital campaign is not required for Habitat to meet its obligation under this Section 5(D). The County Executive shall not unreasonably withhold approval.
 2. **“Aggressively” conducting the capital campaign described.** In order for Habitat to be deemed to be “aggressively” conducting the capital campaign, the Habitat fundraiser required by Section 5(K) shall conduct the capital campaign in a manner that is systematic, ambitious, and energetic for its duration.
- E. **Develop and Implement a Non-Displacement Plan.** Habitat shall develop and implement a non-displacement plan for each current Southwood resident (the “Non-Displacement Plan”). The Non-Displacement Plan shall include at least 47 Habitat-built or Habitat-contracted ADUs, or market rate units, within the Project that will rehouse current residents and a plan for rehousing options for Southwood residents living in trailers or manufactured homes as they are impacted by the redevelopment of the Property for the Project. The Non-Displacement Plan shall meet or exceed the standards of the Residential Anti-Displacement and Relocation Assistance Plan developed by the Virginia Department of Housing and Community Development as required for the Vibrant Communities Initiative Grant. The Non-Displacement Plan is subject to review and approval by the County Housing Planner or another County officer designated by the County Executive (the “County Housing Planner”). As provided in Section 4(A)(5), Habitat must obtain approval of the Non-Displacement Plan before the County appropriates the first Cash Contribution described in Section 4(B) or the first rebate described in Section 4(C). The County Housing Planner shall act on the Non-Displacement Plan, including any amendment thereto, within 30 days after it is received. The County Housing Planner shall not unreasonably withhold approval of the Non-Displacement Plan. Any amendment to the Non-Displacement Plan is also subject to review and approval by the County Housing Planner.

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- F. Provide a Mixture of Housing.** Habitat shall provide for a mixture of ADUs within the Project. In combination with market rate dwelling units, the ADUs shall be a mixture of owned and rented dwellings, with tiers of affordability (*i.e.*, affordable to households with incomes not exceeding, for example, 20 percent, 40 percent, 60 percent, and 80 percent of the area median income established by the United States Department of Housing and Urban Development adjusted by family size) (the “Housing Mixture Plan”). Habitat must submit a draft Housing Mixture Plan to the County’s Department of Community Development by not later than July 15, 2019. The Housing Mixture Plan is subject to review and approval by the County Housing Planner or another County officer designated by the County Executive (the “County Housing Planner”). Habitat must obtain approval of the Housing Mixture Plan before the first final site plan, or the first subdivision plat submitted to the County after August 21, 2019, within the Project that will include any dwelling units is approved by the County. The County Housing Planner must act on the Housing Mixture Plan, including any amendment thereto, within 30 days after it is received. The County Housing Planner shall not unreasonably withhold approval of the Housing Mixture Plan. Any amendment to the Housing Mixture Plan is also subject to review and approval by the County Housing Planner.
- G. Develop and Implement Neighborhood Design Guidelines.** Habitat shall develop and implement neighborhood design guidelines for the Project that are consistent with the Albemarle County Comprehensive Plan and the Southern and Western Urban Neighborhood Master Plan, or provide for this in the Code of Development and the Application Plan submitted in conjunction with ZMA 2018-00003. For purposes of this Agreement, neighborhood design guidelines pertain to matters such as pocket parks, street lighting, benches, and other elements that pertain to the livability of the neighborhood (the “Neighborhood Design Guidelines”). If the Neighborhood Design Guidelines are not addressed in the Code of Development or the Application Plan, they shall be subject to review and approval by the County Director of Planning or another County officer designated by the County Executive (the “County Director of Planning”). Habitat must obtain approval of the Neighborhood Design Guidelines before the first final site plan, or the first subdivision plat submitted to the County after August 21, 2019, within the Project that will include any dwelling units is approved by the County. The County Director of Planning must act on the Neighborhood Design Guidelines, including any amendment thereto, within 30 days after they are received. The County Director of Planning shall not unreasonably withhold approval of the Neighborhood Design Guidelines. Any amendment to the Neighborhood Design Guidelines that is not included in an amendment to the Code of Development or the Application Plan is also subject to the review and approval by the County Director of Planning.
- H. Develop and Implement Minimum External Standards.** Habitat shall develop and implement minimum external standards for ADUs within the Project to ensure that they will blend with market rate units with respect to materials and style such as roof pitches, foundations, window types, and building materials (the “Minimum External Standards”). The Minimum External Standards shall be subject to review and approval by the County Director of Planning or another County officer designated by the County Executive (the “County Director of Planning”). Habitat must obtain approval of the Minimum External Standards before the first building permit for any ADU is approved by the County. The County Director of Planning must act on the Minimum Internal Standards, including any amendment thereto, within 30 days after they are received. The County Director of Planning shall not unreasonably withhold approval of the Minimum External Standards. Any amendment to the Minimum External Standards is also subject to the review and approval by the County Director of Planning.
- I. Develop and Implement Minimum Internal Standards.** Habitat shall develop and implement, in conjunction with the County Housing Planner or another officer designated by the County Executive (the “County Housing Planner”), minimum internal standards for ADUs within the Project that may include, by mutual consent, such standards as those for minimum and maximum square footage, bedrooms, bathrooms, kitchen features including kitchen cabinets, countertops, dishwasher, garbage disposal, oven, stove, and laundry room with hookups (the “Minimum Internal Standards”). The Minimum Internal Standards shall be developed in concert with the minimum requirements of any other funding sources for an ADU within the Project but shall, in any event, meet minimum livability requirements. Habitat must obtain approval of the Minimum Internal Standards before the first building permit for any dwelling unit is approved by the County. The County Housing Planner must act on the Minimum Internal Standards, including any amendment thereto, within 30 days after they are received. The County Housing Planner shall not unreasonably withhold consent to the Minimum Internal Standards. Any amendment to the Minimum Internal Standards is also

subject to the consent of the County Housing Planner. Any ADUs constructed under the Low Income Housing Tax Credit program shall meet the internal standards established by the United States Department of Housing and Community Development.

- J. Reporting Obligations.** Habitat shall provide information regarding the Project to the County as follows:
- 1. Annual Reports.** Habitat shall provide to the County, at Habitat’s expense, a written report that verifies in a form and having a content reasonably satisfactory to the County Executive about Habitat’s progress on the milestones and expenditures of the County Funds described in Section 4, the membership of Habitat’s professional team as provided in Section 5(K) at the time of reporting, the status of its implementation of the Non-Displacement Plan as provided in Section 5(E), and the sales price of any parcel sold by Habitat in Phase 1, Block B. The report shall be provided to the County in June of each year until all County Funds have been transferred and expended in compliance with this Agreement.
 - 2. Affordable Dwelling Unit Tracking.** Either in conjunction with the Annual Report described in Section 5(J)(1) or independently, Habitat shall provide to the County, at Habitat’s expense, a written report stating: (i) the number of Habitat-built and Habitat-contracted ADUs within the Project; (ii) the number of LIHTC or other ADUs in Phase 1, Block B; (iii) for the Habitat-built and Habitat-contracted ADUs, the number of units that are owner-occupied, rented, and qualifying as flexible structures to monitor the status of the Housing Mixture Plan as provided in Section 5(F); (iv) for the Habitat-built and Habitat-contracted ADUs, the number of households within the various income levels described in Section 5(F) to monitor the status of the Housing Mixture Plan; and (v) the date the County issued the certificate of occupancy and the period of affordability for each ADU to monitor Habitat’s commitment to ensure long-term affordability as provided in Section 5(D). The report shall be provided to the County in June of each year during the term of this Agreement.
 - 3. Failure to Maintain a Reached Milestone and Noncompliance with Any Section 5 Obligation.** Habitat shall provide to the County, at Habitat’s expense, a written report if, at any time, one of the milestones established in Section 3(A), having first been reached, is no longer satisfied (*e.g.*, the 75 percent fundraising milestone is no longer satisfied because a funding source has withdrawn), or if Habitat is in noncompliance with any requirement (including any approved plan) of this Section 5. The report shall be submitted within 30 days after the milestone is no longer satisfied or noncompliance with any requirement of this Section 5 is discovered.
 - 4. Other Information Requested by the County or the Authority.** The County and the Authority may request any other information regarding the status of the Project as either party may reasonably require. Habitat shall provide the requested information within a reasonable period of time, not to exceed 30 days, unless otherwise agreed to by the County or the Authority.
- K. Habitat Professional Team.** Until the County issues the certificate of occupancy for the 75th Habitat-built or Habitat-contracted ADU in the Project, Habitat shall have professional staff in its employment or under contract with the skills, experience, and capacity to successfully complete the Project. The professional staff shall include, at a minimum, a fundraiser and a project manager/developer having experience in developing a mixed income residential housing project of at least 70 dwelling units. Additionally, Habitat will maintain an affiliated agreement with Habitat for Humanity International which will have staff members with, at a minimum, certification from the Association of Fundraising Professionals or a comparable certification who will provide fundraising services or consultation for the Project.”
- L. Maintain Status as a Charitable Organization.** Habitat shall maintain its status as a charitable institution under the rules of the United States Internal Revenue Service until all County Funds have been transferred and expended in compliance with this Agreement.
- M. Continue to Own Property.** Habitat or another entity wholly owned by Habitat including, but not limited to

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Southwood Charlottesville LLC, shall own land within the Project until all County Funds have been transferred and expended in compliance with this Agreement. The County Board of Supervisors may, in its sole discretion, determine that a change in the legal status of Habitat as a corporation (*e.g.*, from a corporation to another entity) is not a change in ownership for purposes of this Agreement.

6. **This Agreement is Contingent Upon Approval of ZMA 2018-00003.** This Agreement is contingent upon the County Board of Supervisors approving ZMA 2018-00003 which, as currently proposed, would allow the uses and densities to enable the Project. If ZMA 2018-00003 is not approved by the County Board of Supervisors by June 30, 2020, this Agreement is void.
7. **Non-appropriation.** The obligation of the County to contribute County Funds as provided in this Agreement is subject to, and dependent upon, appropriations being made from time to time by the County Board of Supervisors. Therefore:
- A. **Non-appropriation is not a Breach.** The failure of the County Board of Supervisors to appropriate County Funds to the Authority, and for the Authority to transfer County Funds to Habitat, or the County’s failure to perform any term or condition pursuant to this Agreement resulting from the failure of the County Board to appropriate County Funds, is not a breach of this Agreement.
- B. **Obligations in the Event of Non-appropriation.** During any Fiscal Year in which the County Board of Supervisors does not appropriate any County Funds, the other terms of this Agreement shall continue to apply. In particular, Sections 4(B)(3) and 4(C)(5) shall apply to any previously received County Funds that have not yet been expended; and Sections 5(C), 5(E), 5(F), 5(I), and 5(K) shall continue to apply to any Habitat-built or Habitat-contracted ADU in the Project for which Habitat has previously received County Funds.
- C. **This Agreement does not Establish an Irrevocable Obligation.** Under no circumstances shall this Agreement be construed to establish an irrevocable obligation on the County to contribute the County Funds to Habitat as provided in this Agreement.
8. **Notices, Requests, Reports, and Correspondence.** Any notices, requests, reports, or other correspondence required by this Agreement must be given in writing, and they are deemed to be received upon receipt or refusal after their mailing in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (“refusal” means to return or when the certified mail or overnight courier package is not accepted by the addressee):

If to Habitat, to:

President and Chief Executive Officer
Habitat for Humanity of Greater Charlottesville
919 West Main St
Charlottesville, VA 22903

If to the County, to:

Albemarle County Executive’s Office
401 McIntire Road
Charlottesville, Virginia 22902
Attention: Jeffrey B. Richardson, County Executive

If to the Authority, to:

Economic Development Authority
Albemarle County

401 McIntire Road
Charlottesville, Virginia 22902
Attention: Rod Gentry, Chair

The names of the persons to whom any correspondence is to be addressed to their attention shall change as the persons in those positions change without amending this Agreement. Any report or correspondence required by this Agreement, and correspondence that is not required by this Agreement, may be sent First Class in the United States Mail or by email to email addresses provided by the parties with the express consent of the recipient.

9. **Miscellaneous**

- A. **No Goods or Services Received by the County.** The County Funds transferred by the Authority to Habitat pursuant to this Agreement are solely to enable Habitat to construct Habitat-built or Habitat-contracted ADUs in the Project. The descriptions of the services that will be provided by Habitat, in particular those stated in Recital 4 and in Section 5 of this Agreement state the public and charitable purposes that may be indirectly served by the County Funds, and are not a description of goods or services being procured by the County by this Agreement.
- B. **Severability and Non-severability if the Agreement, or a Part Thereof, is Declared Invalid or Unenforceable.** If one or more provisions of this Agreement are determined by a court having competent jurisdiction to be invalid or unenforceable, the following apply:
1. **Non-severable; No Power to Appropriate or Transfer.** If the provisions of this Agreement pertaining to the County’s, the Authority’s, or either’s, power to appropriate or transfer the County Funds to Habitat are determined to be invalid or unenforceable, those provisions are non-severable and the entire Agreement is void and Habitat shall return to the Authority any County Funds it has received.
2. **Severable; Some Power to Appropriate or Transfer.** If one or more provisions of this Agreement, but not all, pertaining to the County’s, the Authority’s, or either’s, power to appropriate or transfer the County Funds to Habitat are determined to be invalid or unenforceable, those provisions are severable and Habitat shall return to the Authority any County Funds it has received pursuant to any invalid or unenforceable provision. The parties agree to negotiate in good faith an amendment to this Agreement to delineate the parties’ new rights and obligations.
3. **Severable; Other Provisions.** If any other provision of this Agreement other than those described in Sections 9(B)(1) and (2) is determined to be invalid or unenforceable, those provisions are severable and the remaining terms and conditions of this Agreement shall remain in force and have effect.
- C. **Entire Agreement.** This Agreement states all of the covenants, promises, agreements, conditions, and understandings between the County, the Authority, and Habitat regarding the County’s and the Authority’s contribution of funds and Habitat’s obligations.
- D. **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- E. **Interpretation of this Agreement.** This Agreement shall be interpreted in accord with how any terms are defined in this Agreement and otherwise by applying the plain and natural meaning of the words used, and not for or against any party by reason of authorship.
- F. **Amendments.** This Agreement may be amended by a written amendment signed by the authorized representatives of the parties.

ATTACHMENT H: PERFORMANCE AGREEMENT

Attachment A
Draft: June 19, 2019

- G. **Dispute Resolution.** If there is a dispute of any kind between any parties arising under this Agreement, upon the written request of a party:
1. **Designation of a Senior Representative; Negotiation.** Each of the parties to whom the dispute pertains will designate one or more senior representative to negotiate with the other parties’ senior representative in good faith and as necessary to attempt to resolve the dispute without any formal proceedings.
 2. **Corrective Action.** If the negotiated resolution of the dispute requires any party to take, cause to be taken, or cease taking some action or practice, that party shall do so within a reasonable period of time, not to exceed 90 days.
 3. **Dispute Resolution Process a Prerequisite to Starting Court Proceedings.** No party may initiate court proceedings by filing an action in a court of competent jurisdiction to resolve a dispute until the earlier of: (i) a good faith mutual conclusion by the senior representatives that amicable resolution through continued negotiation of the dispute does not appear likely; or (ii) 90 days after the initial request to negotiate the dispute. After either condition has occurred, a party may file an action in the jurisdiction and venue provided in this Agreement and may pursue any other remedy available at law or in equity. Each party shall pay its own attorney’s fees.
 4. **When the Dispute Resolution Process is Not Required.** Nothing in this Section 8(G) will, however, prevent or delay a Party from instituting formal proceedings to: (i) avoid the expiration of any applicable limitations period; or (ii) seek declaratory and injunctive relief.
- H. **Venue.** Venue for any litigation arising out of our involving this Agreement shall lie in the Circuit Court of the County of Albemarle or in the United States District Court for the Western District of Virginia. An action shall not be brought in any other court.
- I. **Relationship of the Parties.** This Agreement is intended solely for the purpose of establishing the relative rights and obligations of the parties and does not create any type of partnership, joint venture, joint venture, purchaser-vendor, or employer-employee relationship.
- J. **No Third-Party Beneficiaries.** This Agreement does not confer any rights on any person or entity who is not a party, whether as a third-party beneficiary or otherwise.
- K. **No Waiver of Sovereign Immunity or Other Immunities.** This Agreement and any action taken by the County, the County Board of Supervisors, and the Authority pursuant to this Agreement is not, and shall not construed to be, a waiver of either sovereign immunity or any other governmental immunity that applies to the County, the County Board of Supervisors, or the Authority.
- L. **Non-liability of County and Authority Officers and Employees.** No County Supervisor or other County officer or employee, and no Authority Director or other Authority officer or employee, shall be personally liable to Habitat if there is any default or breach by the County, the County Board of Supervisors, the Authority, or the Authority’s Board of Directors pursuant to this Agreement.
- M. **Force Majeure.** If Habitat’s timely performance of any obligation in Section 5 of this Agreement is interrupted or delayed by any occurrence that is not caused by the conduct of the officers or employees of either the County, the Authority, or Habitat, whether the occurrence is an “Act of God” such as lightning, earthquakes, floods, or other similar causes; a common enemy; the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire, or the act or conduct of any person or persons not a party to or under the direction or control of the County, the Authority, or Habitat, then performance of Section 5 is excused for a period of time that is reasonably necessary after the occurrence to remedy the effects thereof.

WITNESS, the following authorized signatures:

COUNTY OF ALBEMARLE, VIRGINIA

Jeffrey B. Richardson, County Executive

ECONOMIC DEVELOPMENT AUTHORITY OF
ALBEMARLE COUNTY, VIRGINIA

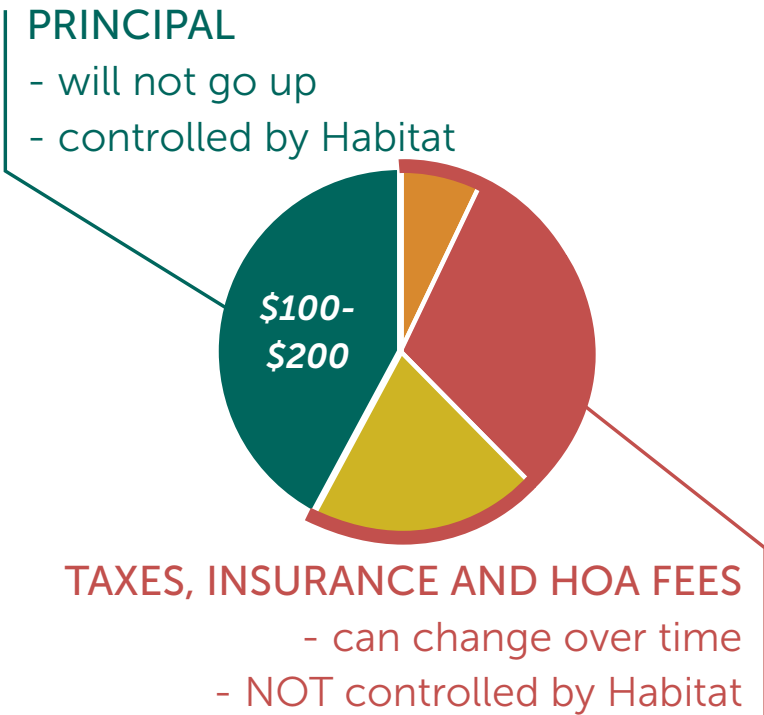
W. Rod Gentry, Chairman

Approved as to form:

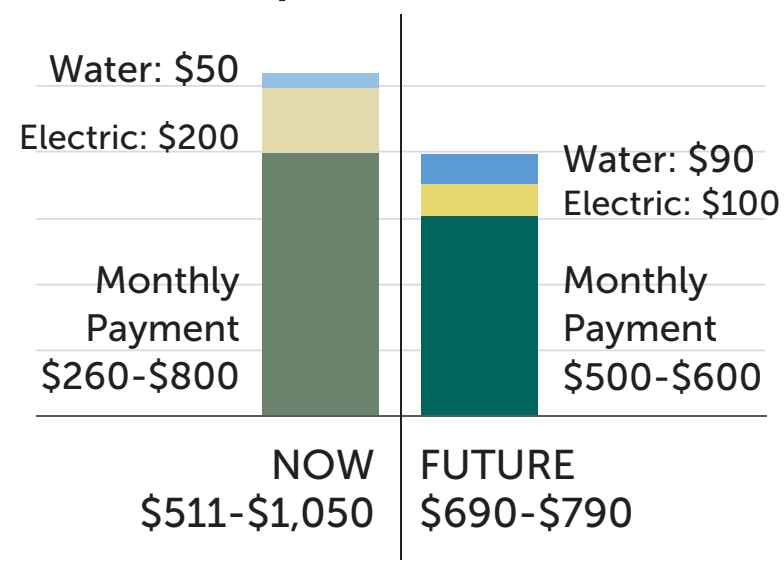
County Attorney

HABITAT FOR HUMANITY OF GREATER
CHARLOTTESVILLE, INC.

What is in my monthly payment?



What will my monthly expenses be?



*water and electric amounts estimated based on average use.
Please work with your coach to find out what your costs might be.*



CONDOMINIUM



Southwood Community Engagement Offices
1341 Bitternut Lane
Charlottesville, Va 22902
(434) 202-0805

LEVEL 1

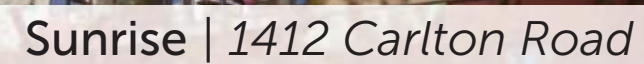
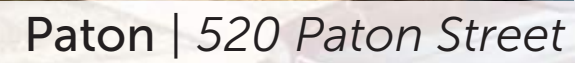
\$500/mo
800square feet
2 bedrooms
1 bathroom

LEVEL 2

\$575/mo
1,100square feet
3-4 bedrooms
1-2 bathrooms

LEVEL 3

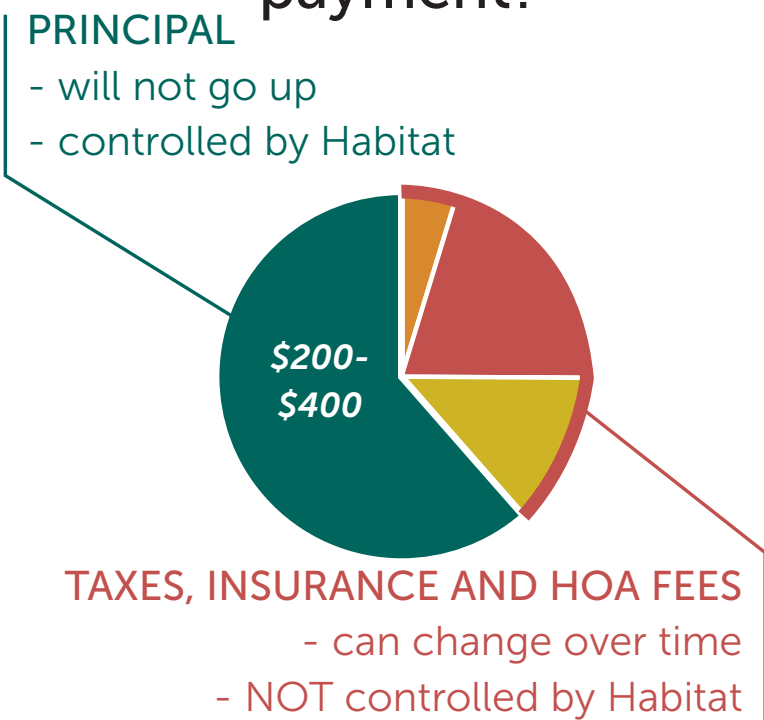
\$600/mo
1,100square feet
3-4 bedrooms
2 bathrooms
+porch or balcony



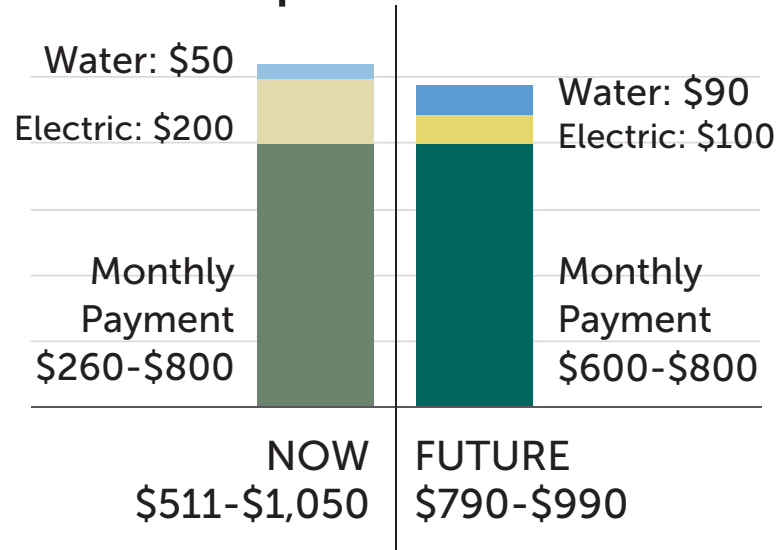
NOTES

[illegible]

What is in my monthly payment?



What will my monthly expenses be?



*water and electric amounts estimated based on average use.
Please work with your coach to find out what your costs might be.*



TOWNHOUSE

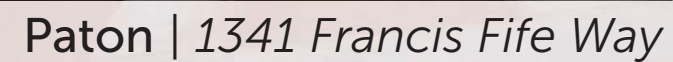
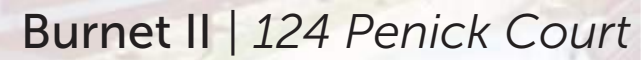
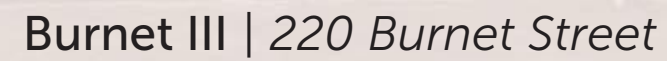


Southwood Community Engagement Offices
1341 Bitternut Lane
Charlottesville, Va 22902
(434) 202-0805

\$600/mo
1,000square feet
2 bedrooms
2 bathrooms

\$750/mo
1,200square feet
3-4 bedrooms
2 bathrooms

\$800/mo
1,200square feet
3-4 bedrooms
2 bathrooms
+side yard

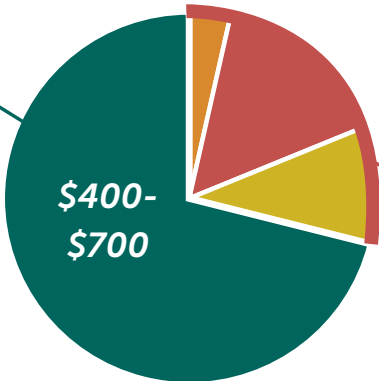


NOTES

What is in my monthly payment?

PRINCIPAL

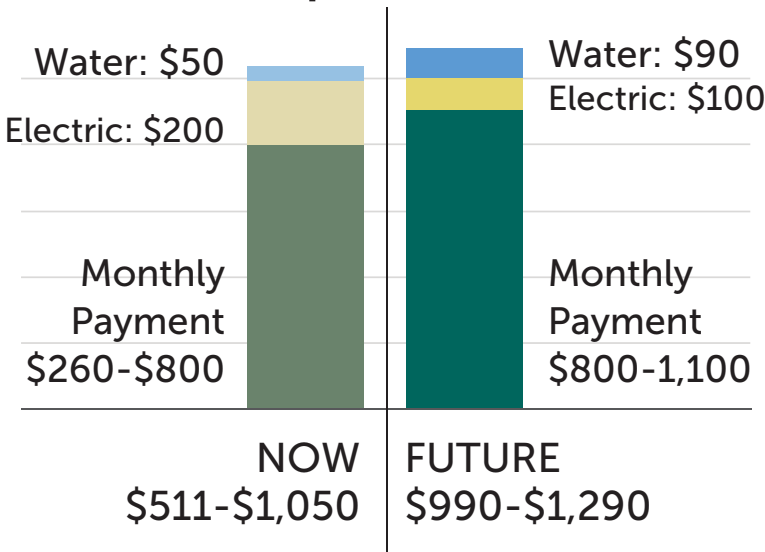
- will not go up
- controlled by Habitat



TAXES, INSURANCE AND HOA FEES

- can change over time
- NOT controlled by Habitat

What will my monthly expenses be?



*water and electric amounts estimated based on average use.
Please work with your coach to find out what your costs might be.*



SINGLE FAMILY ATTACHED



Southwood Community Engagement Offices
1341 Bitternut Lane
Charlottesville, Va 22902
(434) 202-0805

LEVEL 1

\$800/mo
1,000square feet
2 bedrooms
2 bathrooms



LEVEL 2

\$950/mo
1,200square feet
3-4 bedrooms
2 bathrooms



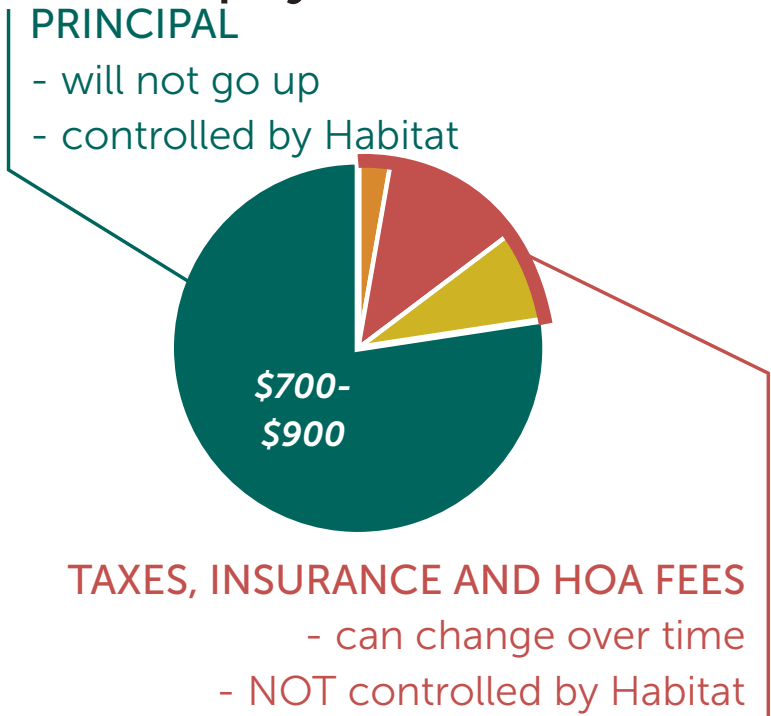
LEVEL 3

\$1,100/mo
1,200square feet
3-4 bedrooms
2 bathrooms
+side yard

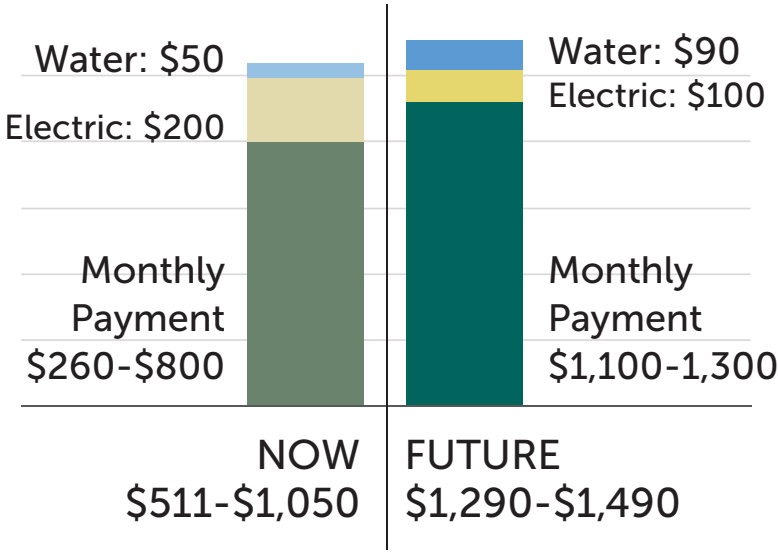


NOTES

What is in my monthly payment?



What will my monthly expenses be?



*water and electric amounts estimated based on average use.
Please work with your coach to find out what your costs might be.*



SINGLE FAMILY
DETACHED



Southwood Community Engagement Offices
1341 Bitternut Lane
Charlottesville, Va 22902
(434) 202-0805

ATTACHMENT I: HABITAT HOUSING TYPES

single family detached

LEVEL 1

\$1,100/mo
1,000square feet
2 bedrooms
2 bathrooms

LEVEL 2

\$1,200/mo
1,300square feet
3-4 bedrooms
2 bathrooms

LEVEL 3

\$1,300/mo
1,300square feet
3-4 bedrooms
2 bathrooms
+ yard



Charlton | 927 Charlton Ave



Paton | 1301 Nunley Street



Riverside | 306 Riverside Ave

NOTES

Handwritten notes area with horizontal lines for text entry.

addition

SMALL

350square feet
1 bedroom
1 bathroom

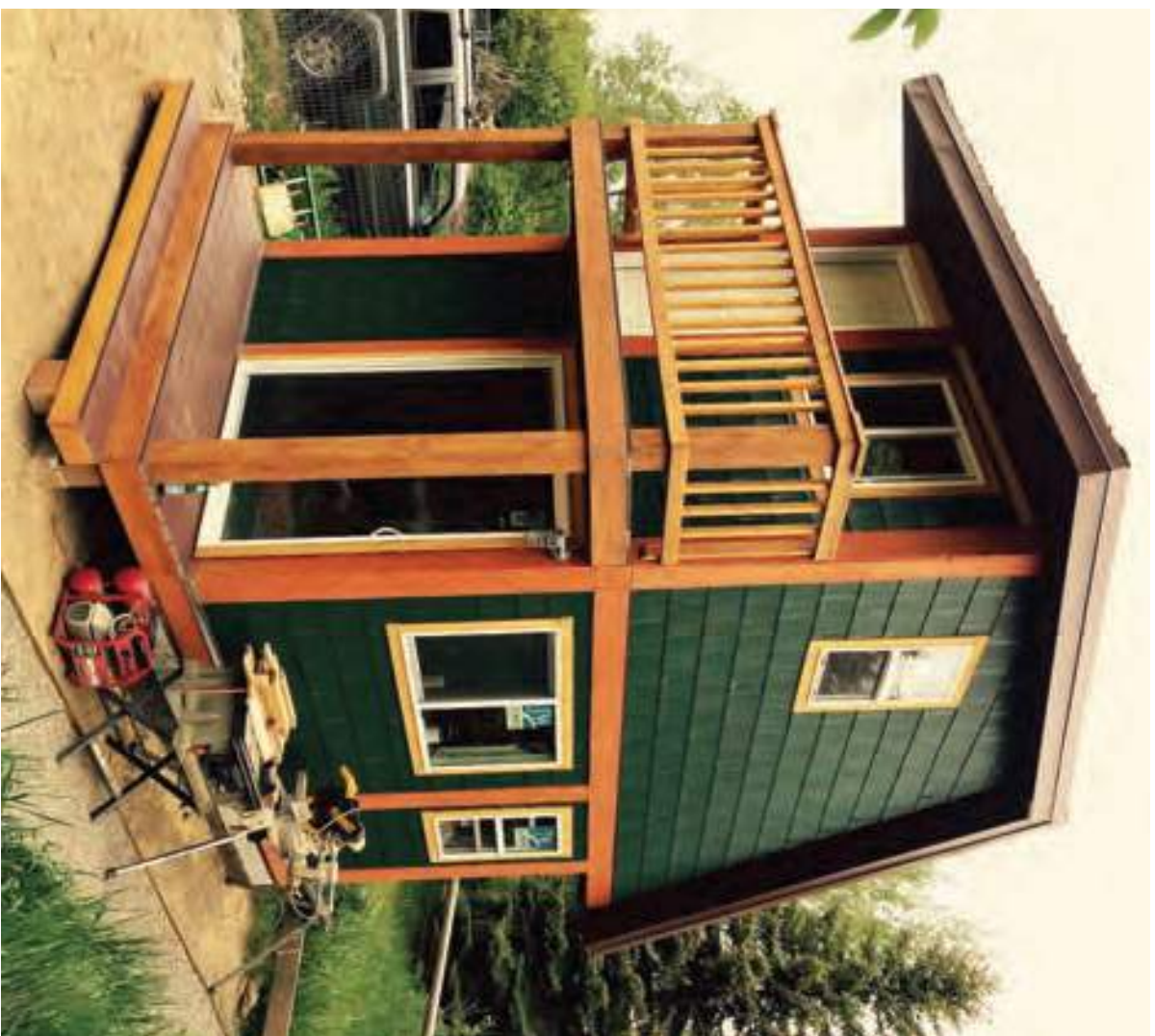


ATTACHMENT I: HABITAT HOUSING TYPES

addition

LARGE

700square feet
2 bedrooms
1 bathroom



2018 00001280

HARMONY RIDGE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

Prepared by/Return to:
Lori H. Schweller, Esq.
VSB No. 42399
LeClairRyan PLLC
123 East Main St., 8th Floor
Charlottesville, VA 22902

Tax Map Nos:

	250007000
250007001	250007008
250007002	250007009
250007003	250007010
250007004	250007011
250007005	250007012
250007006	250007013
250007007	250007014

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

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and declare the entire balance of any Annual Assessment or Special Assessment due and payable in full if any quarterly installment is not paid within thirty (30) days after the due date.

5.8 Subordination of Lien to Mortgages. The lien upon each Lot securing the payment of the assessments shall, once perfected, be prior to all other subsequent liens and encumbrances except (i) real estate tax liens on such Lot, (ii) liens and encumbrances recorded prior to the recordation of the Declaration, and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien.

5.9 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments and liens created herein (i) any property used as a sales or leasing center, model, maintenance center or management facility by Developer or for similar purposes; (ii) all property dedicated and accepted by a public authority; (iii) all Common Areas; and (iv) all property wholly exempt from real estate taxation by state or local governments upon the terms and to the extent of such legal exemption.

5.10 Annual Budget. The Board shall adopt an annual budget for each year that shall provide for the annual level of assessments (including reserves and insurance deductibles) and an allocation of expenses. During such annual budget adoption, the Board may take action to increase the annual budget over the previous year's budget by up to 10%. Any increase to the budget over the previous year's budget in excess of 10%, up to a 20% increase over the previous year's budget, may be approved by a simple majority vote of the membership with a quorum present. Any increase to the annual budget in excess of 20% may only be approved as a special assessment pursuant to Section 5.5 of this Declaration,

5.11 Capitalization of Association. Upon the acquisition of record title to a Lot by each grantee thereof, a contribution to the Association shall be made by or on behalf of grantee in the amount equal to one-quarter of the amount of the Annual Assessment payable on such Lot for that year and promptly deposited in the Association's reserves. The foregoing contribution shall be required to be made regardless of whether the grantee paid any consideration for the transfer of title; provided however, that no such contribution shall be due upon a transfer of title to a public entity or authority. Amounts payable under this Section 5.10 are in addition to any assessments and any fees associated with the Association's preparation and delivery of a disclosure packet pursuant to Va. Code § 55-509.4 et. seq., as amended. The amount of any unpaid capital contribution shall be deemed a Special Assessment that shall be a lien on such Owner's Lot.

ARTICLE 6 ARCHITECTURAL CONTROL

6.1 Architectural Review Committee. There is hereby established a committee (the "Architectural Review Committee") for the purpose of reviewing and, as appropriate, approving or disapproving all Plans (hereinafter defined) submitted by Owners in accordance with this Article 6. Initially, the Architectural Review Committee shall be composed of one person, who need not be a Member of the Association, appointed by the Developer. Once 100% of the Property and the Additional Area have been developed and conveyed to Owners, or the Developer delegates this responsibility to the Association in writing, whichever occurs first, the

Architectural Review Committee shall be composed of one to three Members of the Association appointed by the Board. The member(s) of the Architectural Review Committee shall serve for such terms as may be determined by Developer or the Board, as the case may be. Nothing in this Article 6 or elsewhere in this Declaration shall be deemed to require the submission or approval of Plans for improvements constructed or to be constructed by the Developer on any Lots or Common Areas.

6.2 Plans to be Submitted. Before commencing the construction, erection or installation of any building, addition, patio, deck, fence, wall, exterior lighting, sign, mailbox or mailbox support, improvement or other structure (each of the foregoing an "Improvement" for the purposes of this Article 6) on any Lot, including any site work in preparation therefor; before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance (including but not limited to paint color) of the Improvement or of the Lot on which it is situated; before removing any tree with a diameter in excess of five (5) inches, measured three (3) feet above ground, any flowering tree (such as dogwood or redbud) or broad leaf evergreens (such as holly, laurel, or rhododendron) in excess of three (3) inches in diameter, similarly measured, or any live vegetation on slopes of greater than 25 percent (25%) gradient; or before planting any vegetable garden in a front or side yard of a Lot, each Owner shall submit to the Architectural Review Committee a completed application on the form provided by the Architectural Review Committee (the "Application"), a proposed construction schedule and plans and specifications of the proposed construction, erection, installation, alteration, enlargement, demolition or removal, or plantings, which plans and specifications shall include (unless waived by the Architectural Review Committee) (i) a site plan showing the size, location and configuration of all Improvements, including driveways and landscaped areas, and all setback lines, buffer areas and other features required under the Zoning Ordinance or the guidelines adopted by the Architectural Review Committee, (ii) landscaping plans showing any trees to be removed and retained and shrubs, plants and ground cover to be installed, and (iii) plans of the Improvements showing exterior elevations, construction materials, exterior colors, driveway material, and such other information as the Architectural Review Committee in its discretion shall require (collectively, the "Plans"). The Architectural Review Committee may, in its sole discretion, waive the requirement that any or all of the required Plans be submitted in a particular case where it determines such Plans are not necessary to evaluate the Application. The Architectural Review Committee shall not be required to review any Plans until a complete Application, construction schedule and Plans have been submitted. Submissions shall be directed to the Architectural Review Committee at the address of Developer in the same manner as notices are to be sent to Developer pursuant to this Declaration for so long as the member of the Architectural Review Committee is appointed by Developer, and thereafter to the Architectural Review Committee at the address of the Association in the same manner as notices are sent to the Association.

6.3 Administrative Fee. The Board may from time to time reasonably establish a fee for the Architectural Review Committee's review of Applications. Payment of any such fee to the Association shall be a condition to the approval or disapproval by the Architectural Review Committee of any Application.

6.4 Approval of Plans. The Architectural Review Committee shall not approve the Plans for any Improvement that would violate any of the provisions of this Declaration or of any

Supplemental Declaration applicable thereto. In all other respects, the Architectural Review Committee may exercise its reasonable discretion in determining whether to approve or disapprove any Plans, including, without limitation, the location of any Improvement on a Lot. If any submitted Plan for Improvement has not been approved or disapproved within sixty (60) days of the Architectural Review Committee's receipt of a complete submission package, then the Plan shall be deemed approved.

6.5 No Structures to be Constructed Without Approval. No Improvement shall be constructed, erected, installed or maintained on any Lot, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, nor shall any tree removal or plantings requiring approval of the Architectural Review Committee be commenced, unless the Application, Plans and, if applicable, construction schedule have been approved by the Architectural Review Committee. After the Application, Plans and, if applicable, construction schedule have been approved, all Improvements shall be constructed, erected, installed, maintained, altered, enlarged, demolished or removed strictly in accordance with the approved Plans and with reasonable diligence and dispatch in accordance with the approved construction schedule.

6.6 Guidelines May Be Established. The Architectural Review Committee may establish guidelines to be used in considering whether to approve or disapprove Plans, subject to the approval of such guidelines by the Board.

6.7 Limitation of Liability. The approval by the Architectural Review Committee of any Plans shall not constitute a warranty or representation by the Architectural Review Committee of the adequacy, technical sufficiency or safety of the Improvements described in such Plans, and the Architectural Review Committee shall have no liability whatsoever for the failure of the Plans or the Improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the Architectural Review Committee have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Architectural Review Committee's approval, disapproval or conditional approval of any Plans.

6.8 Other Responsibilities of Architectural Review Committee. In addition to the responsibilities and authority provided in this Article 6, the Architectural Review Committee shall have such other rights, authority and responsibilities as may be provided elsewhere in this Declaration, in any Supplemental Declaration and in the Bylaws.

6.9 Appeals. Appeals from any decision of the Architectural Review Committee shall be heard by the Board upon the request of any Owner whose Lot is the subject of such decision, which request shall be made in writing to the Board within thirty (30) days after the Owner is advised of such decision.



LOCHLYN HILL
ARCHITECTURAL STANDARDS



ARCHITECTURAL STANDARDS

The following are the guiding principles the Lochlyn Hill Architectural Review Board (LH-ARB) will use in conjunction with the builder/architect design team to develop the original built form of Lochlyn Hill. The Code of Development associated with the City PUD is a historical document that forms the foundation for the following Architectural Standards.

The primary function of this document is to establish the baseline for interpretation by the LH-ARB. It is the expectation of the LH-ARB that the eventual homeowner led committee will include more specific rules to help in the governance of the LH-ARB when control is transferred to the Neighborhood. Specific rules will be documented throughout the initial phases of construction and as the Lochlyn Hill neighborhood evolves. Milestone Partners or its successor, the developer of Lochlyn Hill, will be available long term to assist the LH-ARB in managing the vision of the Neighborhood.

Per the Homeowner's Association Declaration, at such time as final certificates of occupancy have been issued with respect to homes constructed on one-hundred percent (100%) of the Residential Lots Milestone shall remain in control of the LH-ARB. The LH-ARB powers will then be transferred to the Board of Directors of the Association, and at such time the Board shall appoint a committee comprised of not less than three (3) and no more than seven (7) members to enforce these provisions. Additionally, the LH-ARB shall include one representative appointed by Milestone as long as Milestone desires to have a representative on the Board.

This document contains the following sections for reference:

Architectural Values

- Diversity
- Pedestrian Oriented Neighborhood
- Rhythm of Public/Private Spaces
- Massing in Relations to Lot/Block/Neighborhood
- Authenticity of Style
- Sustainability
- Landscaping

Review Protocol

- Builder
- Homeowner

Construction Protocol

ARCHITECTURAL VALUES

Diversity

Lochlyn Hill will feature an emphasis on diversity in the following categories:

- Roof Treatment and Orientation
- Elevations
- Materials
- Colors
- Edge Treatments
- Landscaping
- Massing

Diversity Guidelines:

1. The distribution of lot sizes at Lochlyn Hill creates inherent diversity between building product. Specific diversity constraints of elevations and colors are not necessary, but homebuilders and residents are encouraged to view the street as a composition.
2. A variety of roofing materials are encouraged, a minimum of 30-year architectural fiberglass shingles shall be met. Accent roof material is encouraged where appropriate to the architectural style.

Pedestrian Oriented Neighborhood

In order to encourage walkability throughout Lochlyn Hill, homes should artfully engage the street. The pedestrian zone will extend from front door to front door, creating a dynamic space that encourages social interaction and well-being.

Pedestrian Orientation Guidelines:

1. Walkway material from the sidewalk to the front porch or other similar entranceway to the home, is encouraged to be diverse
2. Finished floor elevations of 2'+ higher than the sidewalk are strongly encouraged.

Rhythm of Public/Private Spaces

To foster a vital street complex it will be important to define the public spaces which are characterized by sidewalks from the semi-public defensible spaces, such as the home's front yard and front porch. Methods for defining those spaces include:

- A broad variety of edge treatments including retaining walls, cheek walls, hedges, fences, landscaping, and slope may accomplish this distinction.
- A buffer space that protects the private space on the front of the house.
- A "Cool Zone" that is most commonly defined by a front porch, but could be a patio or terrace.
- A raised finished floor to delineate the private space within the house as separate from the public realm

- Carefully crafted outdoor space in relation to floorplan on the side and/or back of the homes.

Public/Private Space Guidelines:

1. Backyard privacy fences should not be taller than 6’ and the finished side of the fence shall face out. Privacy fences may not start within the first 1/4 of the front of the house. Privacy fences are allowed on corner lots at the building setback and must include landscaping on the street side of the fence.
2. Fence Materials shall be wood or metal fencing, vinyl fencing is prohibited. Style of fencing shall be compatible with the architectural style of the house. When wood fencing is used, it shall be stained a uniform color (Thompson’s Water Seal Semi-Transparent – Acorn Brown, Woodland Cedar, Harvest Gold, Maple Brown, Sequoia Red)(if another brand or color is proposed, it shall be submitted for review), painting is prohibited. When metal fencing is used, it shall be Black.
3. Edge treatments are required on all lots and should relate to the architectural style of the house. Edge treatment shall include both street sides on corner lots. Methods for treating the edge might include fences (wrought iron, picket, etc.), hedges, walls, curbs (cheek wall), slope and landscaping.
4. Edge treatments should work cohesively with architecture style of house.
5. Diversity is encouraged in fence and masonry material choices, provided they are compatible with the architectural character of the house and adjoining property treatments.

Massing in Relation to Lot/Block/Neighborhood

We value the exterior spaces throughout the neighborhood in conjunction with the living spaces inside the homes. Homes must:

- Address the corners.
- Possess diversity of roof structures and orientation
- Address the public spaces
- Be sited properly to ensure pleasant view sheds are captured. An example may include locating the house at the terminus of a street so that it becomes a prominent landmark.

Massing Guidelines:

1. Carriage Houses: Each carriage house will meet the requirements for a single family dwelling as defined in the Virginia Uniform Statewide Building Code. Each Carriage House Unit shall conform to the Code of Development. They shall be on the same parcel as the primary dwelling unit to which it is an accessory. Carriage House Units may not be subdivided from the primary residence. The subdivision restriction shall be described on the plat creating such parcels and be incorporated into each deed conveying title to such parcels.
 - a. All Carriage House Units must be constructed in the same architectural style as the primary residence and must employ the same exterior color

- selections as the primary residence. Setback regulations for Carriage House Units shall be the same as those for garages
 - b. Carriage House Units are separate, detached independent living units which are included with a single family detached unit and clearly subordinate to the primary residence. These units are typically located above a garage and are restricted to a maximum finished area of 800 square feet. These units may have a distinct street address and may be provided with separate utility meters if utilized as a rental unit.
2. Homes on corner lots should address the corner, preferably with a side entry to the porch or terrace. Side elevations for corner lots should be well-proportioned.

Authenticity of Style

The style of the homes will be determined by the homebuilders. However, it will be important to pay specific attention to the authenticity of the components of the chosen architectural styles. Specific areas for concern are the:

- eave
- cornice
- exterior materials
- colors
- differentiation of floors where appropriate
 - base, middle and top
- Raised finished floor
- proportion
 - façade components
 - organization of elements
 - elements themselves
 - trim dimensions, column dimensions, etc

Authenticity Guidelines:

1. Architectural style should be supported by stylistically correct architectural detailing.
2. Material and color changes should occur at inside corners. They should not occur on outside corners or randomly on elevations.
3. Dog house chimneys are allowed with a foundation. The visibility from the street should be diminished by locating the chimney only on the back 2/3 of the side elevation of the house. Doghouse chimneys are not allowed on the side elevation facing the street on corner lots.
4. Shutters are to be full-operational or appear to be operational.
5. Eave overhangs should match the style of the house.
6. Soffits and porch ceilings are required to be paneled unless otherwise approved by the ARB.
7. Gutter downspouts are to be drained 10’ away from the house or piped into the storm drain system. Gutters may not drain onto adjoining properties.

Sustainability

Sustainability is defined by the quality of life in a place. A community is sustainable when the economic, social and environmental systems that make up that community are providing a healthy, productive, meaningful life for all residents, both present and future.

The goals for Lochlyn Hill for Sustainability include:

- Utilization of Solar Orientation where possible and compatible with aesthetic goals
- Public buildings and amenities will be sited to achieve an appropriate balance between solar insulation and the uses of the buildings or amenities.

Energy Efficiency

- Earthcraft Certification
- HERS ratings
- Energy Star

Water Management & Conservation

- Low flow fixtures
- Rainwater roof catchments and storage
- Utilizing stormwater for greywater systems, e.g. irrigation or toilet flushing.

Durability

- Durable exterior finish materials
- High quality weather barrier and flashing details
- Flexible interior layouts (structure and utility layouts) (adaptive reuse)

Indoor Air Quality

- Controlled Mechanical Ventilation
- Low VOC finishes and adhesives
- Flooring options to meet American Allergy Institute standards.

Daylighting

- Orientation of buildings, placement of glazings, and coordination of overhangs to allow natural daylighting of interior spaces.

Landscaping

The landscaping at Lochlyn Hill should build on the themes and forms established by the built form. Native plants are encouraged, however it is recognized that many non-native species are functional, beautiful and favorites of gardeners. Home landscaping should also consider the composition of the street, including neighboring landscape installations and street trees.

1. The rezoning of Lochlyn Hill establishes a minimum quantity of trees and shrubs:

MINIMUM PLANTING REQUIREMENTS			
Lot Width	Deciduous Trees	Evergreen Tree	Shrubs
60' - 80'	2	1	30
50' - 59'	2	1	20
40' - 49'	1	1	15
30' - 39'	1	0	10
< 30'	0	0	5

MINIMUM PLANT SIZES AT TIME OF INSTALLATION	
Tree	Size
Deciduous	2-inch caliper
Evergreen	6' height
Shrubs	3 gallon container

All disturbed areas must be re-vegetated with sod, grass, groundcover, or shrub masses. Homes with plant strips between the houses and the driveway are required to plant groundcover.

2. All new homes are required to have sod installed for all street-visible grass areas
3. Retaining walls visible from the street or other public area shall be of a higher material quality and shall be compatible with the adjacent building architecture materials and/or colors (e.g., shall be finished with brick, interlocking concrete block, stacked fieldstone, etc.). Retaining walls not visible from the street may be constructed of smooth plaster, finished concrete, or pressure treated wood.

Architectural Review Protocol

Homebuilders

The LH-ARB review process has been crafted to be collaborative. From Visioning to Design Development, the LH-ARB encourages dialogue with homebuilders to avoid difficulties at the Final Review. The steps to be followed for product review are:

- Visioning – A presentation by the Lochlyn Hill LH-ARB to the homebuilders to begin the dialogue of the built form.
- Schematic – Review by the LH-ARB of floorplans, siteplan and elevations.
- Final Review – Homebuilders should submit the Final Review package to the LH-ARB administrator. Package to include:
 1. LH-ARB Review Checklist
 2. Detailed 1/4" scale elevation drawings
 3. Site Plan including elevations of finished floor and relationship to neighboring structures.
 4. Landscape Plan including hard and softscape elements.
 5. Color palette recommendations for recommended product.
 6. Material submittals are requested.
- Final Inspection – Prior to third-party closing, homebuilder shall schedule a final inspection with the LH-ARB administrator for compliance purposes.

LH-ARB Review Schedule:

1. Submittals on 1st and 3rd Monday of each month.
2. If submittals are complete, review by LH-ARB on the following Friday.
3. Approval or denial letter to be sent out the following Monday.
4. Final Inspection – Scheduled for Monday and Tuesdays, compliance letter available by Friday.

Residents

LH-ARB for residents should be limited to color changes, exterior modifications, and significant renovations. If there is a question about the applicability of an LH-ARB review, please contact the Property Manager. Depending on the nature of the renovations, the Property Manager will supply the submittal requirements to the resident.

LH-ARB Review Schedule:

1. Submittals on Monday of each week.
2. If submittals are complete, review by LH-ARB on Friday.
3. Approval or denial letter to be sent out the following Monday.
4. Final Inspection – Scheduled for Monday and Tuesdays, compliance letter available by Friday.

Construction Protocol

Homebuilders and Residents

Due to the nature of the Lochlyn Hill community, construction activity will be closely monitored for sensitivity to the neighborhood. Specific requirements include:

- Portable toilets should be provided by builders on construction site.
- On-site materials should be delivered and stored only on site, or on an adjacent lot owned by the homebuilder. Materials should not be delivered and placed in open space or on lots not owned by homebuilders.
- Trash should not accumulate on site. Dumpsters shall be located off of alleys when at all possible.
- Each homebuilder is responsible for their workers and the workers of their subcontractors.
- Construction hours are from 7:00 AM to 7:00 PM. Construction cannot begin on Sundays before 11:00 AM.
- Contractors are responsible for keeping dust to a minimum.
- Contractors are responsible for controlling drainage.
- Construction traffic must use approved construction entrances only.
- Parking should be on-site or on-street and not interfere with U.S. Mail delivery.
- Parking is not allowed in open space.
- Any and all damage is the responsibility of the homebuilder.
- Concrete suppliers and contractors are not allowed to clean equipment in common areas, streets or vacant sites. A central designated concrete clean out site shall be identified by Milestone and used by each builder.
- Use of neighboring hose bibs is prohibited.



Architectural Review Board
Plan + Specification Submission Form

Submission Date: _____

Review Date: _____

Builder/Owner: _____

Street Address: _____

Lot #: _____

Model: _____

Square Footage: _____

Foundation Type: _____

Site Plan Attached: _____

Landscape Plan Attached: _____

Exterior Finish Color + Materials

Siding 1: _____	Color: _____	Spec Sheet Attached: ____
Siding 2: _____	Color: _____	Spec Sheet Attached: ____
Siding 3: _____	Color: _____	Spec Sheet Attached: ____
Trim 1: _____	Color: _____	Spec Sheet Attached: ____
Trim 2: _____	Color: _____	Spec Sheet Attached: ____
Roof 1: _____	Color: _____	Spec Sheet Attached: ____
Roof 2: _____	Color: _____	Spec Sheet Attached: ____
Shutter: _____	Color: _____	Spec Sheet Attached: ____
Door: _____	Color: _____	Spec Sheet Attached: ____

Other Color + Materials: _____

Comments: _____

ATTACHMENT K: REVENUE SHARING

PROJECT BUDGET: **CONCEPTUAL PLANS**
SOUTHWOOD ROADWAY IMPROVEMENTS
ALBEMARLE COUNTY
12/19/2018

CONSTRUCTION COSTS		Phase
Demolition, Saw Cut, and Earthwork	\$ 615,000	
Undercut	\$ 110,400	
Storm Sewer and Hydraulics	\$ 703,150	
Pavement and Stone	\$ 867,750	
Curb, Sidewalk, Pavement Markings, Misc.	\$ 1,037,513	
Maintenance of Traffic	\$ 150,000	
Landscaping	\$ 25,000	
Erosion and Sediment Control / Seeding	\$ 125,000	
Sub-Total A:	\$ 3,633,813	
OTHER CONSTRUCTION BID COSTS		
Mobilization for Sub-Total A (Calculated per VDOT formulas)	\$ 211,691	
Materials Testing	\$ 72,676	
Construction Staking / Surveying (2%)	\$ 72,676	
Sub-Total B:	\$ 357,043	
Total Bid Items (A + B):	\$ 3,990,856	
Contingency for Total Bid Items (25%)	\$ 997,714	
Sub-Total C (Total Bid Items + Contingency):	\$ 4,988,570	CN
OTHER COSTS AND SERVICES (ESTIMATED)		
Design and Permitting	\$ 300,000	PE
VDOT Administration/Oversight (PE Phase)	\$ 10,000	PE
Utility Relocations (Misc.)	\$ 100,000	RW
Right-of-Way & Easement Acquisitions	\$ 250,000	RW
Right-of-Way & Easement Acquisition Fees	\$ 50,000	RW
Right-of-Way Contingency	\$ 80,000	RW
VDOT Administration/Oversight (RW Phase)	\$ 10,000	RW
PreConstruction and Construction Administration	\$ 40,000	CN
VDOT Administration/Oversight (CN Phase)	\$ 15,000	CN
Construction, Engineering & Inspection (CEI - Assume 6 months)	\$ 150,000	CN
Wetland Mitigation / Stream Impacts	\$ 50,000	CN
Sub-Total D:	\$ 1,055,000	
TOTAL PROJECT BUDGET (C+D) (ROUNDED):	\$ 6,043,570	

SUMMARY:	CURRENT	2021 COST	REV-SHARE APP	
Preliminary Engineering:	\$ 310,000	\$ 338,745	\$ 339,000	PE
Right-of-Way:	\$ 490,000	\$ 535,436	\$ 535,000	RW
Construction:	\$ 5,243,570	\$ 5,729,790	\$ 5,730,000	CN
TOTAL:	\$ 6,043,570	\$ 6,603,972	\$ 6,604,000	

ATTACHMENT K: REVENUE SHARING



Southwood Phase 1 Neighborhood Model

Context & History

<p><i>Zoning Map Amendment 2018-003</i></p> <p><i>Tax Map 90 + 76, Parcels 09000-00-00-001A0, 090A1-00-00-001E0, 07600-00-00-051A0</i></p> <p><i>Submission Date: February 20, 2018</i></p> <p><i>Revision #1: July 2, 2018</i></p> <p><i>Revision #2: January 7, 2019</i></p>
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Section I
Introduction

ATTACHMENT L: CONTEXT & HISTORY

EXECUTIVE SUMMARY

Habitat for Humanity of Greater Charlottesville is implementing a national model, community-based redevelopment process at Southwood Mobile Home Park. Southwood is currently home to 1,500 people in 341 trailers on 120 acres, and like many trailer parks across the nation, aging infrastructure, tenure insecurity, severe development pressure and a housing stock that was largely built prior to HUD safety standards, mean that this vibrant community of hard-working families was on the brink of permanent erasure prior to Habitat’s purchase of the property in 2007. Through the process of physical redevelopment, Southwood will be transformed into a sustainable, mixed-income, mixed-use village without resident displacement, transferring physical and emotional ownership of the neighborhood to the families and neighbors that call it home.

Southwood redevelopment begins with the strengths, dreams and aspirations of the existing community, building on their vision for the future and focusing on amplifying the culture and community that exist today, while creating an environment that welcomes new neighbors to the table. Central to the process at Southwood is authentic and intensive engagement with residents to provide them with the necessary information to make intelligent decisions about the future of their community. This focus on listening first requires putting aside assumptions and predetermined solutions for the neighborhood, approaching master planning as a process rather than a product. Habitat is committed to continuing this resident-driven design process on a village-by-village level, engaging with each new cohort of resident leaders to support them in the design of their own neighborhood. Maintaining long-term flexibility to allow this multi-year project to develop in response to changing resident aspirations is a critical component of its success.

Habitat has been working side-by-side with the residents on financial literacy, long-term planning, small business support, and more, to facilitate the holistic transformation of the neighborhood to meet the vision of the community, and improve the quality of life for all its residents. At full build out, Southwood will include amenities to support the community vision like parks, community centers and affordable childcare, as well as ready access to additional jobs and support services. A range of housing types available to individuals across the economic spectrum will ensure a diverse, sustainable neighborhood where community members can move up without moving out. This application also takes into consideration the systems and amenities outside the boundaries of Southwood, and is responsive to long range transportation goals, Albemarle County Comprehensive Plan, future development of Biscuit Run Park, and current plans to strengthen existing multi-modal trails and connections between Albemarle County and the City of Charlottesville.

This rezoning application focuses on the first phase of physical redevelopment only, an undeveloped greenfield adjacent to Southwood that will allow residents to see the promise of non-displacement in action. Rehousing opportunities on this site will allow the first cohort of residents to move from their current trailer in the developed portion of Southwood into their new, sustainable housing solution with as little disruption as possible to their lives, ensuring the continuity and success of the neighborhood. A future rezoning application for the remaining portion of Southwood will be designed alongside community members and submitted to Albemarle County for approval in the coming years.

Approximately 20 million people live in trailers nationally, most of whom own their homes but not the land underneath them. Southwood will provide a blueprint at an unprecedented scale for empowering residents to improve their long-term housing, financial, and social conditions while achieving secure tenure. The unique non-profit/public partnership entered into by Habitat and Albemarle County will be a model for how to achieve redevelopment equitably, sustainably and attractively, both here in Central Virginia and nationwide.

GUIDING PRINCIPLES

This Zoning Map Amendment requests the rezoning of three contiguous properties (Parcels 76-51A, 90-1A, and 90A1-1E) on 33.96 acres from R-2 and NMD to Neighborhood Model District (NMD). With a maximum of 450 residential units and a focus on providing a model for reinvesting in aging suburban neighborhoods, the community-generated design principles presented in this zoning map amendment will create a mixed-income, mixed-use community catalyzing the non-displacement and realization of secure tenure of the community that exists today.

Through intensive engagement with Southwood residents, the staff and leadership of both Albemarle County and Habitat, elected and appointed local officials, and other community members, the following Guiding Principles for Southwood Redevelopment were formed. These values have shaped the regulatory elements proposed in the Code of Development associated with this request for a Zoning Map Amendment, and in addition to the guidelines provided by the NMD zoning designation and the Comprehensive plan, these six Principles should be used as an evaluative tool to measure the success of rezoning application. Southwood redevelopment should provide:

Non-Displacement

- Phased redevelopment approach
- Small business support
- Increased Density

Resident Ownership

- Resident leadership
- Village-by-Village design approach
- Flexibility

Healthy Housing

- Preserving housing choice
- Ladders of opportunity
- Mix of housing typologies

Sense of Place

- Distinct Character Areas
- Integrated trail system
- Natural Area amenity

Safe Neighborhoods

- Pedestrian oriented
- Traffic-calming road design
- Connection to area amenities

Cohesive Design

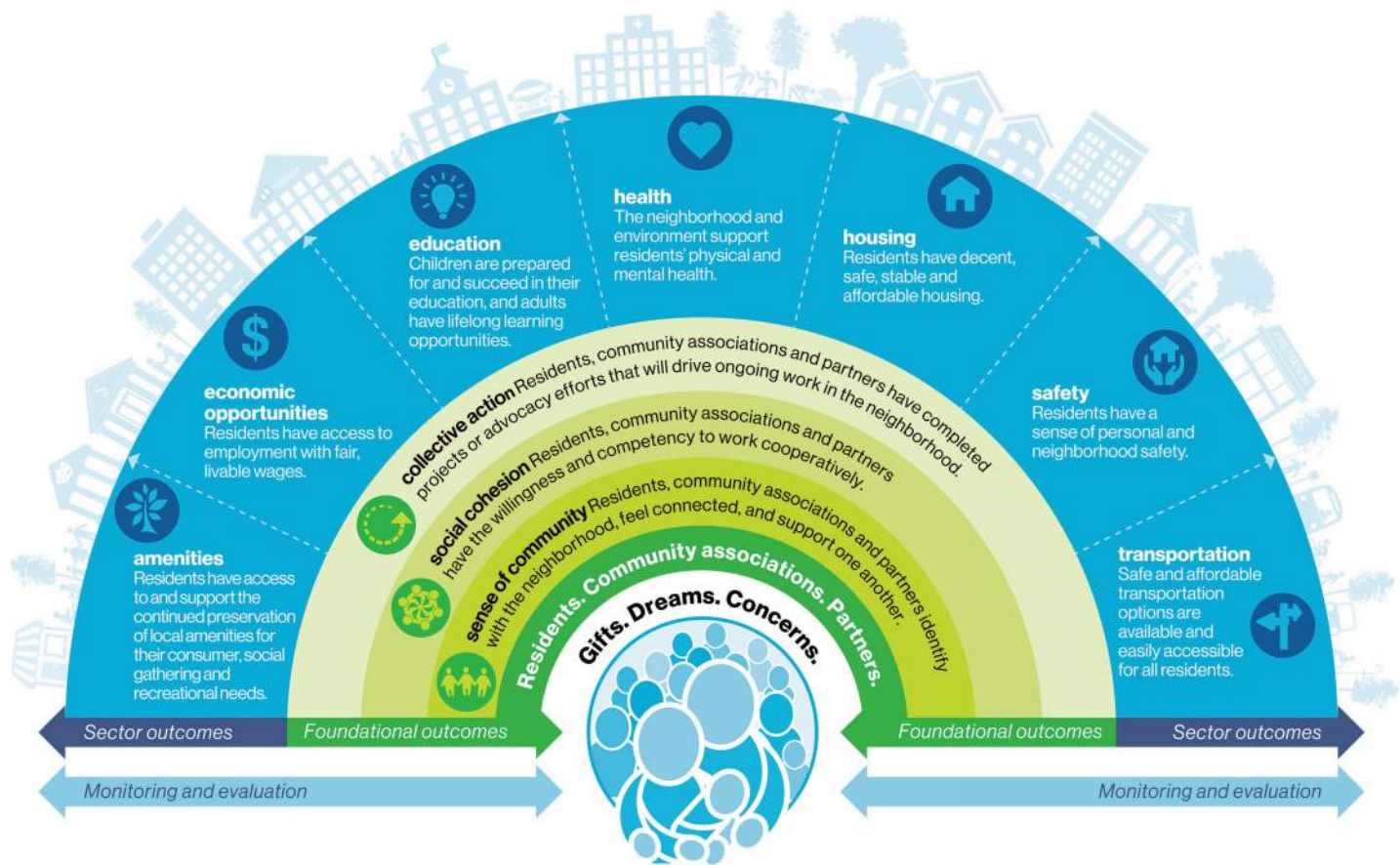
- Conceptual diagram
- Environmental Features study
- Neighborhood plan

ATTACHMENT L: CONTEXT & HISTORY

Guiding Principle 1 NON DISPLACEMENT

Beyond simply counting housing units, non-displacement is a principle that extends to the culture and community of the Southwood neighborhood. While the built environment and physical systems at Southwood are unsustainable, the people are strong and the community characterized by social cohesion. Through one-on-one counseling and affordable housing alternatives, Habitat is committed to supporting the healthy rehousing choices of every current resident of Southwood.

- The phased redevelopment approach allows construction to begin on undeveloped land, demonstrating the intentions of non-displacement and ensuring as little disruption as possible to residents’ lives (p. 4, Code of Development, *Application Plan*).
- Small business support through individualized counseling and the opportunity to create business incubation spaces will ensure the continued economic vitality of Southwood, provide new opportunities for economic development, and support the creation of neighborhood centers that look and feel as diverse and vibrant as the people of Southwood.
- Increased density allows for necessary outparcel sales of market rate and non-residential land to help subsidize land development costs, allowing the housing stock at Southwood to reach deeper into the housing affordability spectrum and serve more low to moderate-income community members and further diversifying community opportunities.



Guiding Principle 2 RESIDENT OWNERSHIP

Habitat is committed to a non-coercive approach to redevelopment, ensuring that, through open and transparent information sharing, residents are equipped with the best information and tools to ensure a successful future for the community. This investment and ownership of the process will ensure an engaged, active community in Southwood and beyond.

- Resident leadership has already resulted in 1,882 volunteer hours over the course of the last two years. Each family has been interviewed and 51 families have already indicated their excitement to participate in the first phase of redevelopment. Through peer-to-peer outreach and an approach that honors the knowledge and expertise of the community, continued resident leadership has intensified. Over the next two years, more families will step forward to design and move into Phase I. (p. 25, *Early Adopter Cohort Development*).
- A Village by Village design approach means that residents will be working in groups alongside architects and designers to implement the flexible toolkit provided by this code of development (p. 26, *Future Engagement Activities*).
- Flexibility in the development of a regulatory framework both protects the integrity of the Southwood neighborhood and is able to generate solutions that can respond to natural change over the lifetime of a community (p. 12-13, p. 5-7, Code of Development, *Character Areas*).



ATTACHMENT L: CONTEXT & HISTORY

Guiding Principle 3 HEALTHY HOUSING

A sustainable Southwood depends on a diversification of the housing stock. Today, trailers are the only housing typology available, but the future of Southwood imagines a mix of use, type and affordability that will provide for a healthy and diverse housing ecosystem. This will be accomplished through:

- Preserving housing choice by providing rental and ownership opportunities and the one-on-one housing counseling support necessary to help each resident achieve their housing goals.
- Ladders of Opportunity will be provided through availability of market rate, work force and supported affordable housing options that ensure community members can move up without having to move out.
- A mix of housing typologies from single family detached homes to innovative small footprint structures available to both current Southwood residents and new neighbors will allow the community to grow and diversify without losing its core character (p. 18-19, *Potential Product Solutions*).



Guiding Principle 4 A SENSE OF PLACE

Phase I will serve as the gateway to a wholly new community, and as such, special attention has been paid to design elements that both preserve the natural setting that community members value while ensuring an attractive and harmonious presence along Old Lynchburg Road.

- A multi-block approach ensures an appropriate massing and scale of the various sections of the first phase of redevelopment. This provides the highest intensity at the Hickory Street entrance and scaling down from there to meet the more residential scale of the existing Southwood neighborhood, and the park-like setting that borders the community to the south (p. 10, Code of Development, *Layout*)
- An Integrated trail system providing access to over 3,000 linear feet of walking and biking paths that will wind along the edge of Phase I, allowing neighbors to choose between a variety of walking and biking experiences as they navigate their community while also buffering Old Lynchburg Road and Biscuit Run Park from development impacts (p. 11, Code of Development)
- A natural area amenity that bounds the South edge of Southwood Phase 1 and provides eight acres of naturally wooded walking trails that follow one of Southwood's many water features and could provide future pedestrian connections into Biscuit Run Park, preserving the natural feel of the Southwood neighborhood (p. 10, Code of Development, *Green Space*)

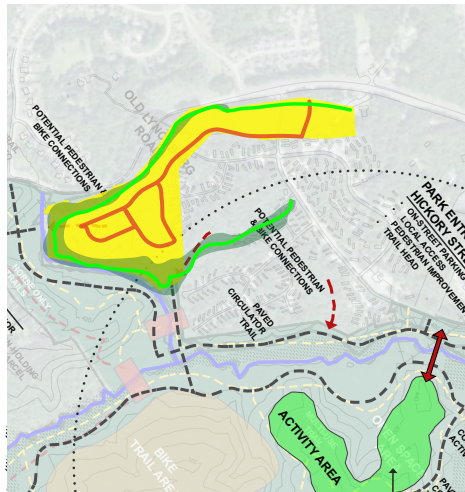


ATTACHMENT L: CONTEXT & HISTORY

Guiding Principle 5 SAFE NEIGHBORHOODS

Southwood is a young community of families that value togetherness and connection. Providing adequate amenities to support the lives of the residents and prioritizing safety are critical components of the regulatory framework.

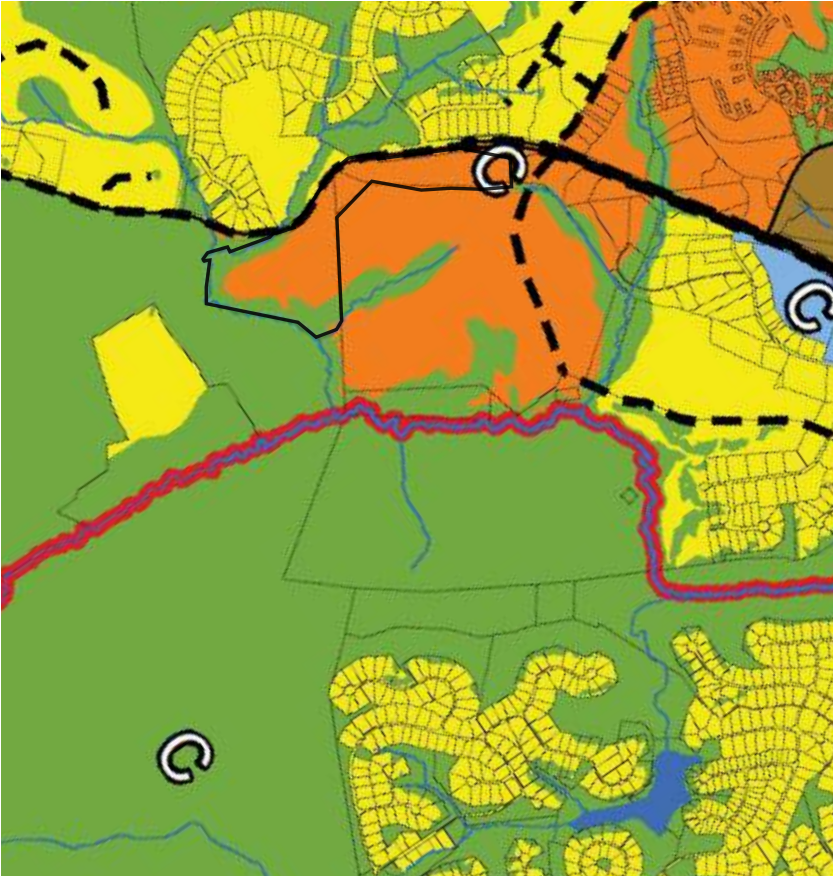
- Pedestrian oriented design elements, such as required connective paths between the street edge and the trail areas ensure a pleasant and varied pedestrian experience that will allow easy access from more residential areas of phase I to non-residential and amenity areas (p. 11, Code of Development, *Green Space and Amenity Definitions*)
- Traffic-calming road design through the potential waiver street sections for lanes and yield streets as well as more traditional right of way widths will allow framework streets to function appropriately to the scale of the neighborhood, slowing traffic and prioritizing the safe movement of children and families over ease of vehicular access (p. 17, Code of Development)
- Connection to area amenities and the ability of the neighborhood to connect through trails to these and wider resources will enable families to take advantage of future amenities like Biscuit Run Park and the ever-expanding bike and walking systems developed by Albemarle County and the City of Charlottesville



Guiding Principle 6 COHESIVE DESIGN

Though this first request for rezoning focuses on a phase of Southwood redevelopment, community members have been working alongside designers to ensure that, at full build out, the neighborhood will function as a cohesive whole.

- A Conceptual diagram that employs principals from the resident-driven design work in phase I to the remainder of the Southwood neighborhood is included in this document. This diagram finds commonalities in spaces throughout the neighborhood and indicates the potential long-term development patterns in Southwood, ensuring that one village will be compatible with the next (p. 27, *Conceptual Southwood Master Plan Strategy*)
- Working with an environmental engineer, an environmental features study has identified three naturally occurring streams and several wetlands areas throughout the Southwood property. These areas of environmental sensitivity have been mapped and provide a guide for a network of interconnected trails and green spaces that will encircle and connect the fully developed Southwood neighborhood (p. 10, Existing Conditions Map)
- A Neighborhood Plan that takes a holistic approach to improved quality of life will be developed concurrently with resident-driven site planning, producing a governing document not just for the physical elements of redevelopment, but the aspects of the neighborhood necessary to ensure improved outcomes in health, education, safety, transportation, etc. (see Diagram, p. 6). This same plan will be reviewed and updated every three to five years, to allow it to evolve and change with the community and provide further support for redevelopment efforts



ATTACHMENT L: CONTEXT & HISTORY

PRELIMINARY STUDIES + ILLUSTRATIVE PLANS

The Southwood Neighborhood Model Code of Development includes a variety of regulatory and dimensional requirements that will guide the village by village redevelopment of Phase 1. The following pages contain preliminary volumetric studies for each character area, as well as two illustrative plans, to better illustrate the varied quality of the Code’s potential results. As various iterations of these studies were developed during the planning and refinement of the Code of Development, they provided the resident planners and consultant team with examples that informed modifications and adjustments to the Code. In addition to the building regulations, it is the intention that an internal ARB will provide further guidance on form and development within the neighborhood. Through the regulations and requirements of the Code of Development and the intended internal Southwood ARB guidelines, we believe the efforts and intentions of the resident-led process and many community meetings and discussions have been and will be captured within building regulations. The following images should be considered as illustrations, with the understanding the specific design and arrangement for the property will be provided in detail during the Site Plan process within the limits and characteristics of the community defined by the resident planner’s Code of Development.

ATTACHMENT L: CONTEXT & HISTORY

Illustrative Concept Plans

Concept A.1



Townhomes	94
Single-Family Attached	4
Single-Family Detached	37
Multi-Family	260
Total Units	395
Affordable Units (15%)	60
Accessory Units and Flexible Use Structures	53
Civic Space	0.60 Acres
Amenity Areas	2.37 Acres
Green Space	8.3 Acres
Total Green Space	11.27 Acres

Note: totals shown here are for illustrative purposes only and are not to be interpreted as minimums or maximums. See Code of Development for all applicable minimums and maximums.

ATTACHMENT L: CONTEXT & HISTORY

Concept A.2



Conceptual Landscape Plan at Hickory and Old Lynchburg Road Neighborhood Center Special Area

Townhomes	45
Single-Family Attached	34
Single-Family Detached	38
Multi-Family	316
Total Units	433
Affordable Units (15%)	65
Accessory Units and Flexible Use Structures	40
Civic Space	0.6135 Acres
Amenity Areas	2.39 Acres
Green Space	8.3 Acres
Total Green Space	11.306 Acres

Note: totals shown here are for illustrative purposes only and are not to be interpreted as minimums or maximums. See Code of Development for all applicable minimums and maximums.

Section II

History of the Partnership and Process with the Residents

ATTACHMENT L: CONTEXT & HISTORY

INTRODUCTION

Background + History

The Southwood Mobile Home Park was built in the 1950s with just a few trailers around a single road. Over the last 60 years it has expanded to include 341 homes, 26 roads, and two community centers.

In 2007, in the face of significant redevelopment pressure, failing infrastructure and the likelihood of catastrophic resident displacement, Habitat purchased Southwood with the goal of redeveloping it as a mixed-income, sustainable neighborhood without resident displacement.

During the past ten years, Habitat has focused on building trust, preserving the park for existing residents, addressing significant deferred maintenance issues, creating capacity among residents to be community leaders and facilitating the provision of social, educational and health services. To date, Habitat has invested more than 19 million dollars in operations and deferred maintenance in the community and partnered with more than 30 social services providers.

Redevelopment Core Values

After completing Sunrise, the first trailer park in the nation to be transformed into a mixed-income community without resident displacement, and stabilizing the physical conditions at Southwood, Habitat began the physical redevelopment process in earnest in 2011 when its Board of Directors approved the following core value statement to guide redevelopment:

Habitat for Humanity of Greater Charlottesville is committed to redeveloping the Southwood Mobile Home Park as a well-designed, sustainable, mixed income community of substantial benefit to the region guided by the following core values:

Non displacement: Facilitating healthy rehousing choices for each current resident of the trailer park.

Net increase in affordable housing: Causing a significant increase in the overall local affordable housing stock, responsive to the evolving regional need.

Community engagement: Creating a plan of development resulting from extensive interaction with Southwood residents - taking into account their needs, desires and abilities – and other stakeholders in the community (surrounding neighbors, County officials, etc.).

Asset-based approach: Building on existing community assets by being responsive to what’s already good about Southwood, both socially and physically.

Self-help model: Basing redevelopment strategies on Habitat’s central belief that a “hand up” is better than a “hand out.” Redevelopment will include substantial opportunities for current residents and other low-income residents of the area to earn the chance to build and purchase Habitat homes and/or otherwise participate in the rebuilding of the community.

Fiscal responsibility: Managing the redevelopment process in a financially sustainable way that allows Habitat to continue with its core mission of building affordable homes into the future.

Southwood is a diverse community of 1,500 hard-working people. Family and education are deeply valued, as well as the affordability of living at Southwood and the proximity to Charlottesville and its many resources. We appreciate the peace and physical beauty of the park and there is a richness of culture, youth and entrepreneurial spirit. We aspire to provide a better life for our children and a legacy for generations to come.

The Southwood neighborhood is a special place characterized by faith, resilience and hope. We are committed to working hard, with neighbor helping neighbor, to build a stable, diverse and bright future for all members of our community.

YOUR SOUTHWOOD STORY

Understanding the strengths and assets that we possess is an important first step in celebrating what’s great about our community and in planning for the eventual redevelopment of Southwood. Our story of Southwood will serve as the foundation for a plan of redevelopment that honors what we currently value about Southwood.

New Story of Southwood

Following an intensive survey and interview process with all 341 homes in Southwood in 2013, Habitat’s Community Engagement staff sat down for 158 one-on-one interviews with Southwood residents to document the New Story of their community – their values, dreams and vision for their families and their future.

After hundreds of hours of in-depth conversation, the stories were gathered for common ideas, creating a list of nine repeating themes. These themes were brought to a working group of residents who were asked to first verify that the information reflected their own picture of the community and second, to prioritize and narrow down the list.

The working group agreed on the following guiding values and definitions:

- Family:** The priority and the thing that keeps us going; where you learn the purpose of life; the nucleus of society and the foundation of everything
- Affordable:** A good price and you get more value for your money; within our means; more space for less money and closer to things in the city
- Education:** Important for learning different skills for a better future and a better quality of life; founded in the family and transmitted in schools and universities; an opportunity to develop new skills to get a better job
- Community:** Neighbors learning from one another, supporting each other, having fun together, and working together towards a common goal; events when we all come together; when we collaborate with each other
- Quiet:** A country setting; quaint, with lots of trees and flowers; a peaceful place to live
- Hard-Working:** Our responsibility to support and care for family; working together and helping others; having goals in your life and working hard to achieve them

ATTACHMENT L: CONTEXT & HISTORY



Public|Private Partnership

In October of 2016, the Albemarle County Board of Supervisors unanimously adopted a resolution supporting a collaborative redevelopment process for the Southwood Community, setting in motion a unique private-public partnership that “could serve as a blueprint for future revitalization and redevelopment of the County’s aging suburban infrastructure.” This partnership clearly acknowledges that the success of sustainable, holistic redevelopment of Southwood depends on multi-sectoral coordination, support and maximum flexibility.

Southwood redevelopment presents an opportunity for the Commonwealth, Albemarle County and other investors to receive significant social and financial return on investment. A 2013 study by the University of Virginia Weldon Cooper Center For Public Service estimated that a redeveloped Southwood will generate 17x the tax revenue for Albemarle County than it does currently. At build out, Southwood will include private investments – direct contribution of dollars into the local economy - of more than \$200MM. Once a multiplier is applied, the total economic impact will be significantly higher, likely approaching \$1.5B.

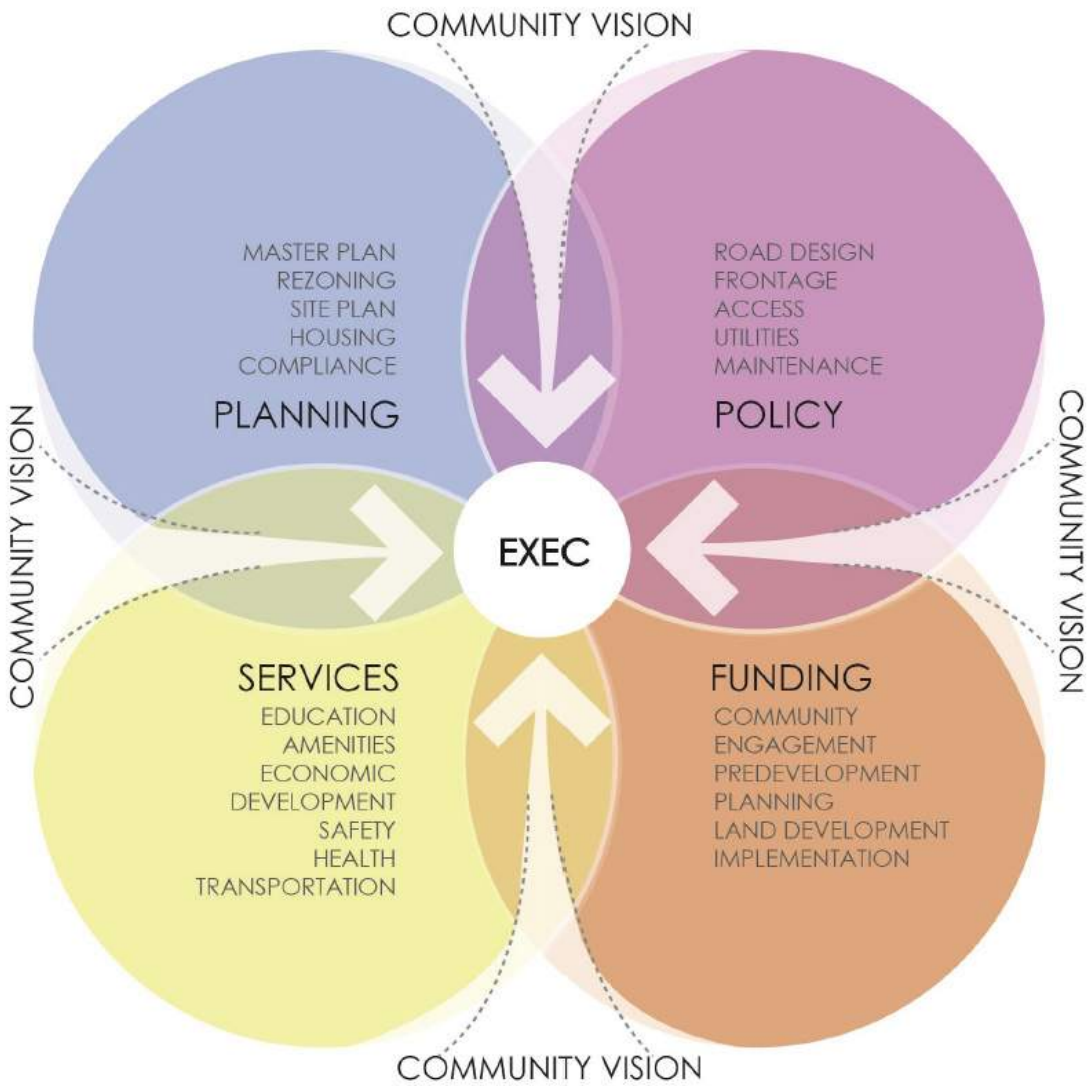
Additionally, the study showed that Habitat’s development of Southwood without resident displacement will provide significant cost avoidance. According to the study, if Habitat were not able to redevelop the property and the resultant market forces displaced the area’s most vulnerable residents, the cost in rehousing assistance alone over a 4.5 year period using a formula based on the Federal Relocation Act standard would be \$21MM.

On top of the quantifiable financial benefits and savings attributable to housing improvement and expansion, successful redevelopment at Southwood will address significant needs in such realms as education, social services, safety, land use, transportation, economic development, recreation and access.

Action Plan

Since the passage of the resolution, County and Habitat officials, staff members and professional planners have been working side-by-side with residents to understand the vision of the community, to develop a process for moving forward and to work cooperatively toward improving the immediate and long term quality of life for all Southwood’s residents. The complexity, scale and vision of this project will require the investment of policy, planning, direct services, and financial resources to ensure success. Subject matter experts and staff from both Habitat and the County have been tasked with putting resident voices at the center of their work, seeking to find pathways to create the safe and inclusive neighborhood that Southwood desires.

In January of 2018, Habitat and the County jointly agreed to an Action Plan for accomplishing these goals and milestones over the next few years. This plan outlined the formation of five distinct but interrelated teams [see diagram below] as well as near, mid and long-term deliverables for each group.

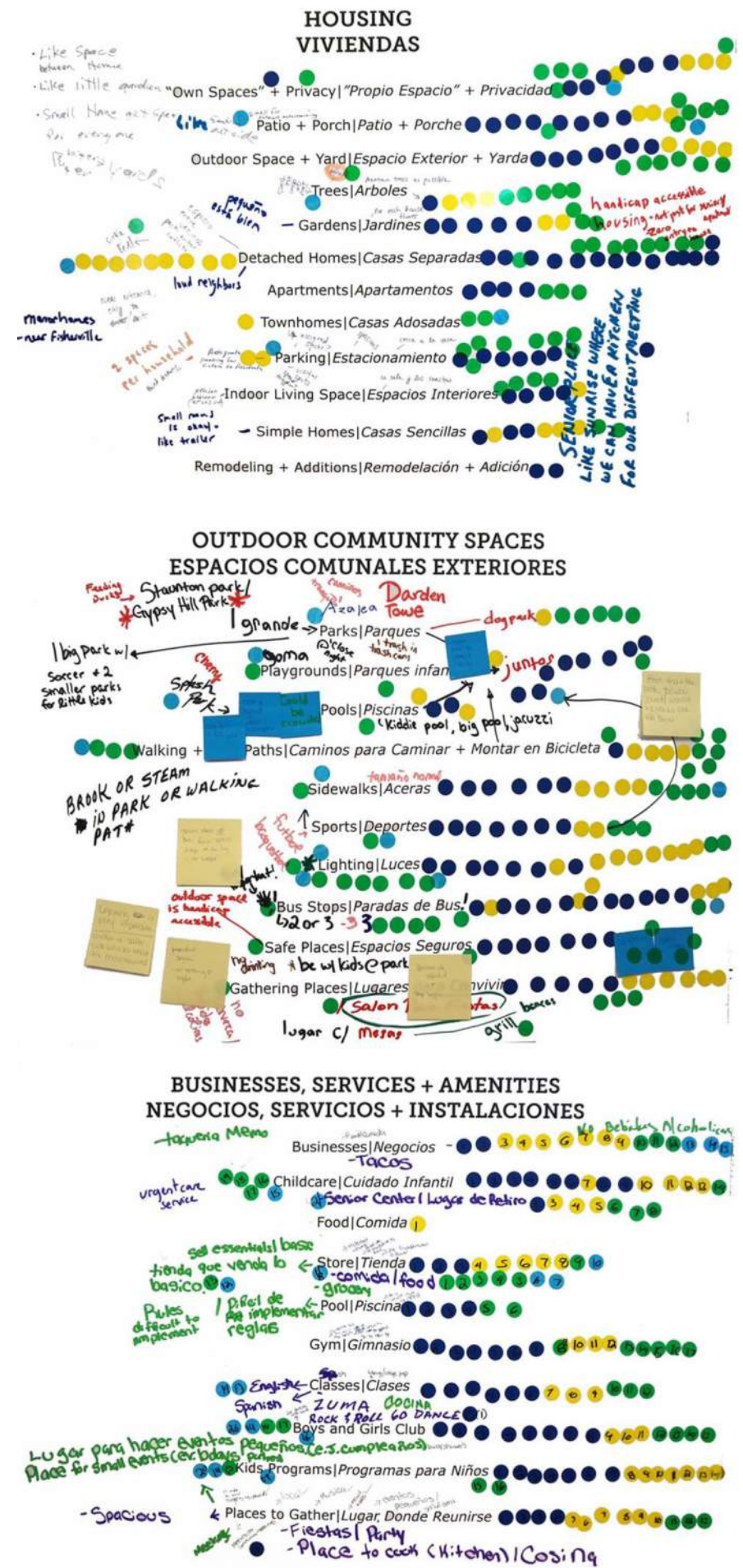


Early Adopters

In 2013, surveys and interviews were completed with representatives of every household in Southwood, during which each family that participated was promised support in healthy rehousing. Then, during the summer of 2015, Habitat staff began to work with Southwood residents to identify aspirations and values for the redevelopment of Southwood. Over the course of 108 interviews lasting on average 45 minutes each, staff had in-depth conversations with residents about what they valued about their current housing situation, the spaces in the neighborhood they liked, the services they found supportive of their families and their way of life, and the things they wanted to build on for the future. Transcripts of these conversations were combed for repeating themes, the initial building blocks for an emerging set of values the community could establish and utilize to govern the direction of their future.

This intensive process of listening, reflecting back, honoring the wishes of the community and following up with frank conversation around constraints and opportunities is the foundation for the resident-driven design process outlined in the following sections.

Lessons learned from this process influenced the approach to physical redevelopment, locating the first phase on land where no trailers exist in order to communicate clearly to residents that Habitat and the County are serious about engaging with residents directly in this planning process that will determine their future and that neither entity will overlay its vision over top of their existing neighborhood. Habitat and residents have agreed on a key principle - “nothing about you without you”.



ATTACHMENT L: CONTEXT & HISTORY

AFFORDABLE HOUSING

The first commitment the Board of Directors of Habitat made to the Southwood Community was to redevelop the neighborhood as a well-designed, sustainable, mixed income community without resident displacement, placing a premium on creating tenure security for existing residents. Through the years working side-by-side with Southwood families, that understanding of non-displacement has expanded beyond a simple one-for-one replacement of housing units to a broader and more complex concept of cultural, economic, and individual non-displacement. Southwood redevelopment has the opportunity to renovate the infrastructure of the mobile home park without disrupting what makes this community great - the people that call it home. Habitat’s vision is a Greater Charlottesville community where everyone can find a decent place to live, and Southwood is a model for how to counter severe displacement pressure in a manner responsive to the specific community under threat.

Data from Southwood families indicate that 98% of community members earn at or below 80% of the HUD-identified 2018 area median income for Charlottesville-Albemarle, qualifying them as extremely low to moderately low income households [see table below]. It is important, then, that Habitat staff work one-on-one with families in housing and financial coaching to facilitate healthy rehousing choices for each current resident of the park, and that the development provide a range of housing products and ownership structures to meet family goals. The organization is committed to supporting housing choice on site in the redeveloped Southwood as well as within the region, and will continue to build affordable homeownership opportunities in our service area throughout the development of Southwood, providing greater housing options for Southwood residents and the community as a whole.

Albemarle County’s chapter on Housing in the adopted Comprehensive Plan identifies affordable housing as a main housing objective, and provides guidance that, “at a minimum, 15% of all lunits developed under rezoning and special use permits are affordable.” This rezoning application therefore establishes a minimum threshold of 15% affordable housing units for all of Phase I of Southwood redevelopment.

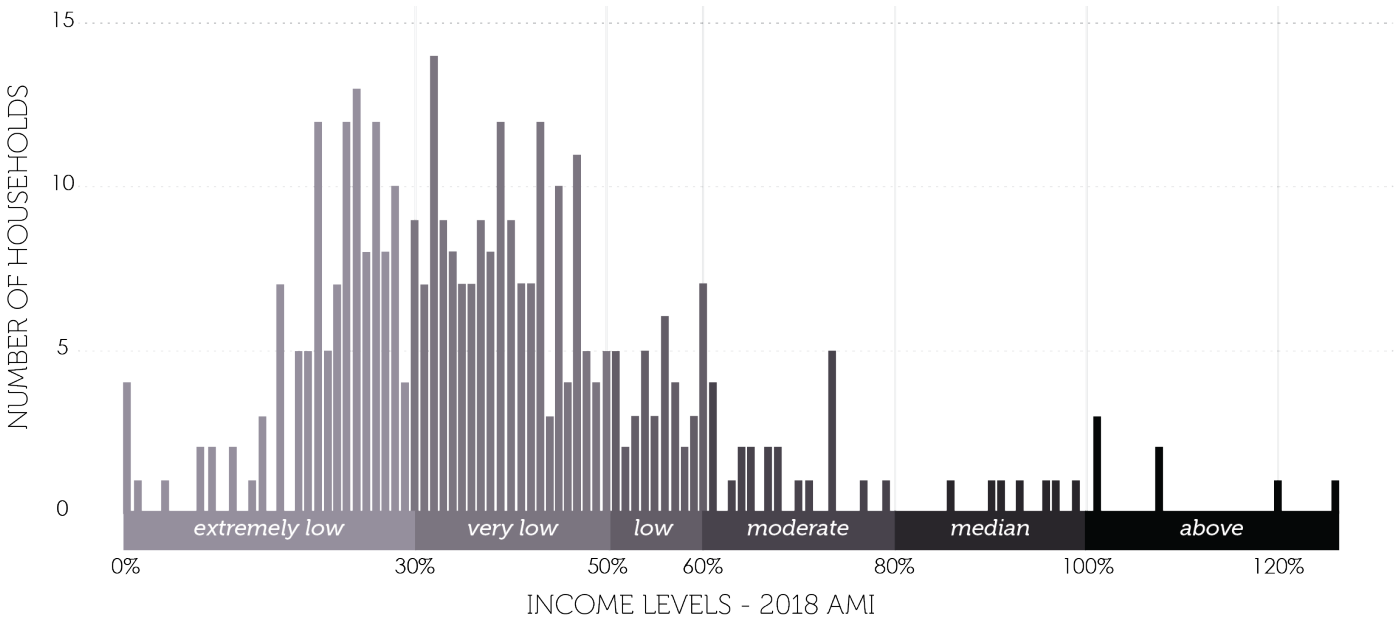
At full build out, it is the goal of Habitat that housing at Southwood will be responsive to the community it serves, and because of this commitment to supporting the housing choice of current residents, it is likely that approximately 40-60% of the total housing stock will be affordable to residents making 80% or less of area median income.

Potential Product Solutions

Southwood today is completely comprised of aging mobile homes with little opportunity within the community for family growth and individual upward mobility. According to community surveys, the majority of residents enjoy living in Southwood, largely because of the quality school district and proximity to economic opportunities. The choice to own their home - even though trailers are considered personal property, are a negative asset and do not provide tenure security - is also almost always a factor in a resident’s decision to live in Southwood, highlighting the challenge of living in a region where homeownership is primarily available to individuals at 120% or above of area median income. On the facing page are examples of housing types and subsidy mechanisms that may exist in Southwood to make the shift from a homogeneous and physically degraded housing stock that has largely exceeded its useful life to a healthy and diverse housing ecosystem.

In light of this, Habitat is pioneering its own model for affordable homeownership, exploring a tiered program that will allow families greater agency and choice in housing product and cost and ensure a wider spectrum of affordable homeownership options within a single community than ever before.

Southwood AMI Data



SOUTHWOOD AMI DATA		
homes <30% AMI	122	36%
homes 30-50% AMI	149	44%
homes 50-60% AMI	33	10%
homes 60-80% AMI	26	8%
homes 80-100% AMI	6	1%
homes +100% AMI	6	1%
Total Homes	341	100%

ATTACHMENT L: CONTEXT & HISTORY



SUPPORTIVE HOUSING



ACCESSORY UNIT



SENIOR HOUSING



HABITAT CONDO



HABITAT TOWNHOMES



HABITAT ATTACHED



LIHTC APARTMENT



WORKFORCE



LIVE|WORK



MARKET RATE CONDO



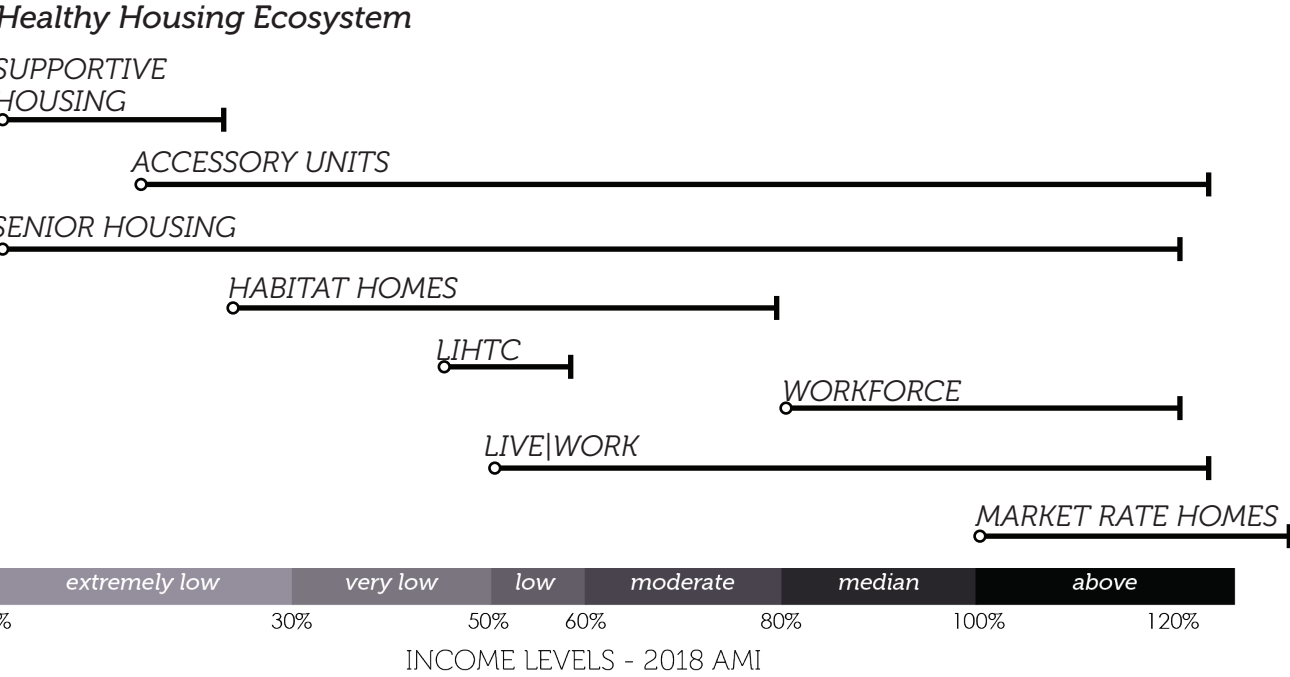
MARKET RATE TOWNHOMES



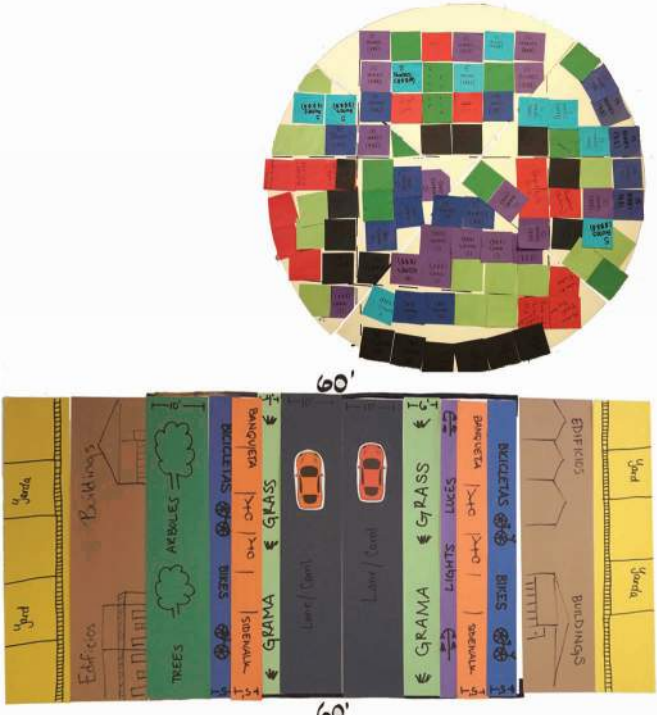
MARKET RATE ATTACHED



MARKET RATE DETACHED



ATTACHMENT L: CONTEXT & HISTORY



THEMES

- 01. Land Use
- 02. Housing Typologies
- 03. Affordability
- 04. Yards + Parking
- 05. Roads + Infrastructure
- 06. Non-Residential Uses
- 07. Neighborhood Planning

RESIDENT-DRIVEN DESIGN

Land Planning Workshops

As the foundation for authentic, meaningful conversations about the community’s aspirations for the future, this workshop series served as a two-way transfer between resident leaders and professional planners of skills, information and values.

Community members learned about some of the constraints on land development like flood plain and steep slopes, availability and accessibility of necessary infrastructure and the impact of density on the financial feasibility of redevelopment. Models and interactive workshops gave community members the tools to begin translating their lived experience into two-dimensional representations of their preferences, allowing them to communicate in the language architects, engineers and planners use to discuss character and place.

Discussion about desired commercial and non-residential uses provided context as residents grappled with how to balance community aspirations - such as a neighborhood with amenities that support the health and wellbeing of the whole family - with personal aspirations of individuality and private space. Developing a common definition for affordable - no more than 30% of a family’s income being devoted to housing expenses - and understanding how incorporating a significant number of market rate homes into the neighborhood created the opportunity for a wide range of housing products, while also subsidizing the development of affordable lots, resulted in resident leaders advocating for well-designed higher density that allowed Southwood to be financially viable, keeping intact the existing community while making space for new neighbors.

These community values of affordability and inclusivity inspired the resident cohort to begin thinking in terms of “we over me” identifying that attached housing and smaller but meaningful open space resulted in greater access and opportunity for the entire community.

2017

2018

Rezoning Approvals
2019

Land Planning

Committee Development

Rezoning

Design Development

Site Planning

Rezoning Future Phases

ATTACHMENT L: CONTEXT & HISTORY



Resident Committees

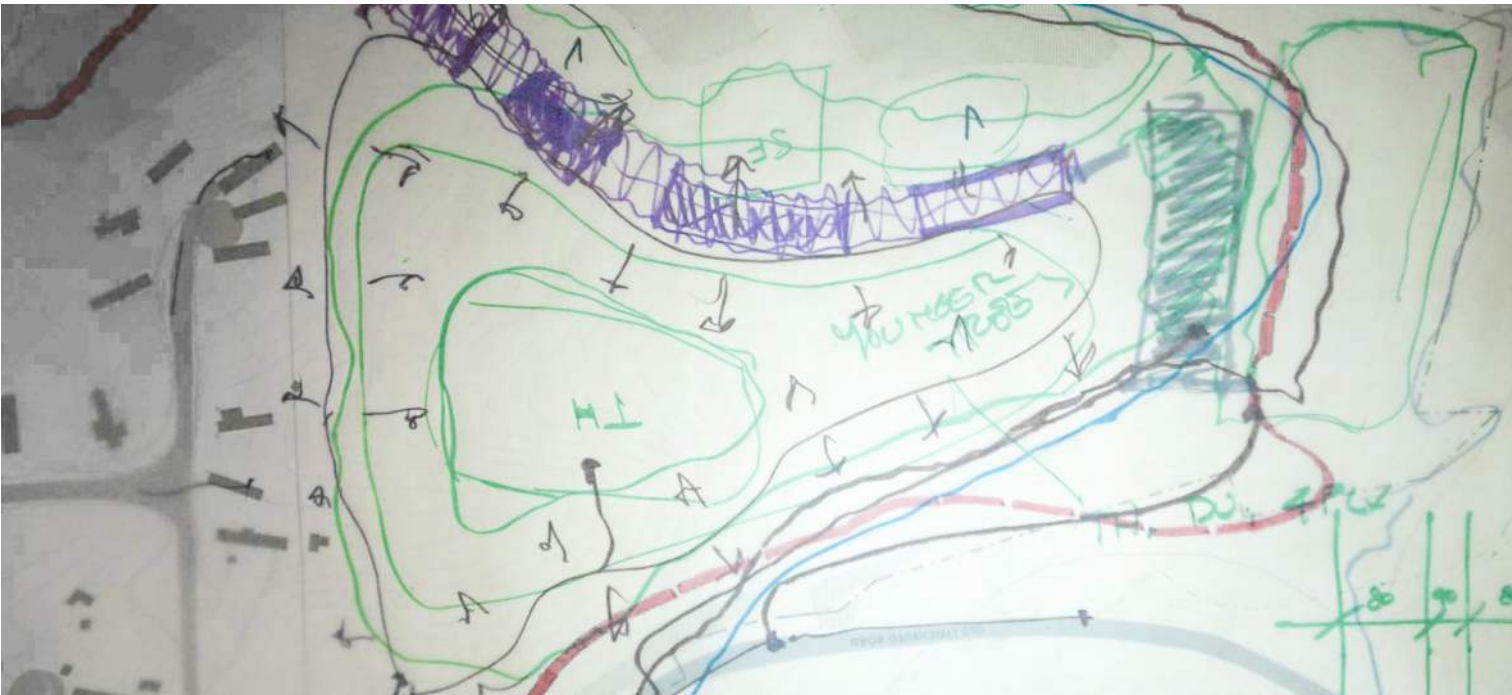
After the initial Land Planning workshops, resident leaders continued their work by forming three redevelopment committees. Committee groups met once a month to train for events and activities that occurred over the summer of 2017, reporting out about their work to the wider community at monthly redevelopment meetings. Each committee was charged with different tasks and each spoke to different skill sets the leaders possessed, allowing residents to deepen their knowledge and strengthen the collective identity of the cohort, all while advancing the goals of redevelopment.

Community Guides

Community Guides honed their presentation skills, focusing on opportunities to bring updates and information about redevelopment to outside audiences. They worked together to identify the key themes and lessons learned from the Land Planning workshops, how to engage donors, interested community members and outside decision makers. Community Guides presented at various events in the following months, including a State Leaders meeting hosted by Virginia House Delegates David Toscano and Criegh Deeds and attended by 40 leaders from more than 15 state and local agencies with various ties to Southwood redevelopment. This group pulled on the strengths of residents who felt called and able to share the story of Southwood in front of large audiences, recognizing that when advocating for change in their community, no voices spoke more eloquently than those of the community.

Master Planning

Master Planners continued to meet with architects, engineers and planners throughout the summer to hone the concepts identified through the initial planning workshops and prepare for the development of the rezoning application. They worked through various planning sketches to establish density goals for residential blocks (formerly known as Block A), favoring higher density over less efficient land plans, and developed overarching design principles for non-residential blocks (formerly known



as Block B) that would guide conversations with potential developers.

Resident planners felt motivated to learn more about the planning and design process, diving deeper into the intricate and complicated world of land development. These community members saw the unprecedented opportunity to make sure the future neighborhood of Southwood represented their aspirations, dreams and vision, and rose to the challenge.

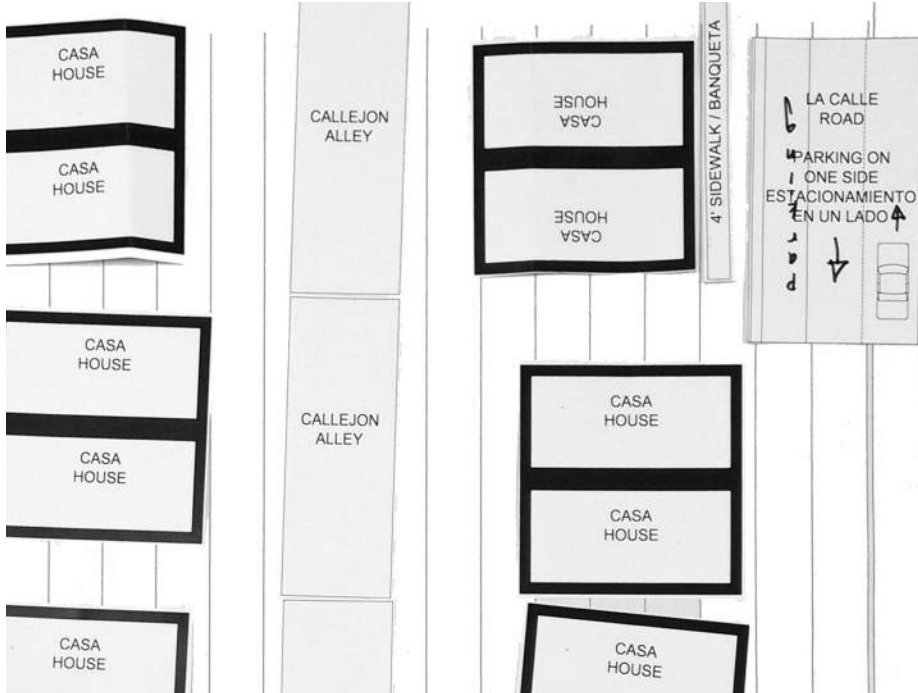
Community Outreach

The Community Outreach committee focused on neighborhood-wide communications and inspiring others to feel as passionately about redevelopment as they did. The Outreach Committee worked hard to increase knowledge about redevelopment among Southwood community members. This peer-to-peer leadership style is integral to Habitat’s approach to redevelopment, understanding that a recommendation from a trusted friend and neighbor is more valuable than the endorsement of an outsider. Outreach committee members received training on the specific skill of door knocking, learning the techniques necessary for successful one-on-one interactions with friends and neighbors about sometimes difficult and complicated subjects. After training, resident leaders divided into groups of two and advertised for various monthly community meetings in their neighborhood. After these door knocking initiatives, redevelopment meeting attendance increased by 30% .

Being natural conveners, residents drawn to the Community Outreach committee were able to share their skills in motivation and active listening with the larger community, reaching deeper into Southwood and expanding the capacity of Habitat to engage directly with as many residents of the park as possible.



ATTACHMENT L: CONTEXT & HISTORY



- THEMES
- 01. Rezoning Process
 - 02. Block Design
 - 03. Uses
 - 04. Road Network
 - 05. Road Design

Rezoning Workshops

Building on the vision, vocabulary and leadership skills established through the Land Planning workshop series and subsequent committee development, these sessions first introduced the rezoning process to resident leaders, and then examined the various elements of the application to ensure continuity between what was submitted and the goals of the community.

Rezoning was introduced as a process to establish new regulations that would provide a guide and framework for future development of Phase I, and that these regulations would form the overall character and feel of their neighborhood. Important decision points and opportunities for interacting with the community, like the public hearings with the Planning Commission and Board of Supervisors were discussed, and the proactive public-private partnership between Southwood and the County was highlighted.

Here, residents formalized their two-block approach, identifying the two distinct areas within Phase I. Block A (now known as Blocks 1 and 3 - 8) more internal to the site, was desired to be more residential and neighborhood-focused in nature, while

Block B (now known as Blocks 2, 9 - 12), the neighborhood's primary entrance and frontage along Old Lynchburg Road, was more appropriate for more intensive uses. This rationale guided group activities in which the community discussed various potential uses and their appropriateness for each block. The community's work established the Use Matrix, with a wide range of residential uses in all blocks, but the majority of higher intensity non-residential uses restricted to Blocks 10 - 12.

Residents also expressed preference for an interconnected road network with a modified grid that respected the natural terrain as much as possible while achieving density goals, as well as road section designs that prioritized traffic calming measures and minimal right of way widths.

Moving from resident-derived concepts to technical drawings and regulatory tables without losing the sense of ownership or ability for residents to see themselves reflected in this work has resulted in an informed and engaged community with a sophisticated grasp of these development principles.

ATTACHMENT L: CONTEXT & HISTORY



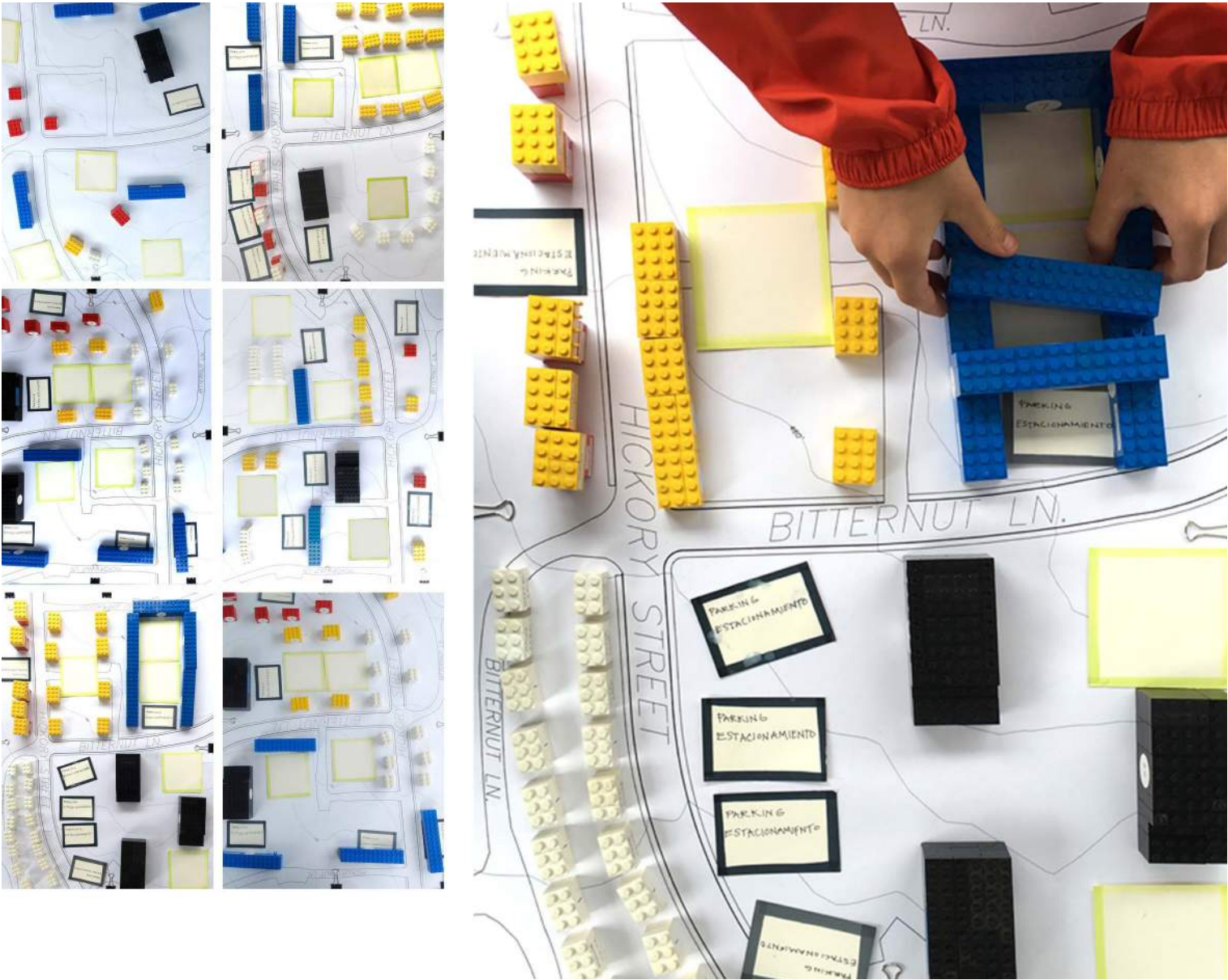
Where will Redevelopment Begin?

Two key points became clear in talking with residents about the first phase of redevelopment. One, that the physical and psychological benefits of starting construction on land not currently occupied by trailers would outweigh the added costs of building the necessary infrastructure to access this greenfield; and two, that for many community members, inspiration and belief in the possibility of the future would only come once there was a first village they could see and touch. Embracing these concepts and honoring the community’s insight has meant developing this Zoning Map Amendment request to focus first on more than 30 undeveloped acres adjacent to the developed portion of Southwood, both to demonstrate Habitat’s commitment to non-displacement and to expedite a first phase of redevelopment.

Walking tours of this forested area equipped residents with an understanding of the land that influenced their approach to neighborhood design, and brought abstract land development concepts into real, tangible terms. Knowing where redevelopment will begin has further inspired the belief that this transformation is possible.

Market Day - Expanding Design Input

At the end of the first series of redevelopment workshops, a focus group of resident leaders continued meeting to develop an activity that would demonstrate to the larger community the experience of planning their future neighborhood. Building on the final workshop of the series, residents and architects developed an interactive activity for neighbors to design their own neighborhood block. During Market Day, a spring health and wellness fair for the entire community, residents lead their neighbors in this design exercise, resulting in 80 community members working in multiple teams to develop conceptual design solutions for their future neighborhood. A sample of layouts from that design exercise are pictured on the right





Design Development Workshops

This series focused on further refinement and identification of critical design principles the community wanted to codify in the request for rezoning. Here the neighborhood moved from an open framework to conceptual designs that will serve as guides for the future development of individual neighborhoods.

This stage of design began with field trips, with community members visiting local neighborhoods, experiencing the architectural and engineering concepts they had been discussing in previous workshops in person, evaluating how various design decisions impacted the overall feel and character of a neighborhood. With these site visits in mind, residents came together for design intensives, working in small groups to design and redesign areas of the first phase using color coded blocks and scaled model props. Residents were asked to refine their designs while thinking about the overarching principles they were striving for, like connectivity, amenities and a mix of housing types.

THEMES

- 01. Precedent Studies*
- 02. Connection*
- 03. Amenities and Open Space*
- 04. Mix of Housing Types*

Family-oriented designs and amenities, like parks or multi-modal paths, and special attention to accommodations for vulnerable populations, like seniors and those with limited mobility, were interwoven with a wide range of housing typologies from apartments to affordable duplexes and townhomes to market rate single family detached options. Multiple groups highlighted the importance of mixing housing typologies in the same phase, but not necessarily directly adjacent to each other, to promote the meshing of a newly formed community that would be welcoming to people from all walks of life.

These concept models were then turned into the illustrative drawings and plans featured in this booklet. These are meant to serve as a high-level guide for future development and future resident cohorts’ designs for their neighborhoods, while maintaining the overall flexibility that will result in an organic, vibrant neighborhood that is responsive to the values of each future resident cohort.



Early Adopter Cohort Development

After the initial submission of the rezoning application in February of 2018, resident leaders developed an agenda for a series of redevelopment meetings that would provide an update and an opportunity for self-identification into the rapidly forming Early Adopter cohort to the larger Southwood community. Residents identified that it was important to highlight key past milestones that inspired confidence and faith in commitments to non-displacement and affordability. Residents celebrated the completion of a Land Swap with the Commonwealth of Virginia which provided Habitat access to an additional 20 acres of undeveloped land adjacent to Southwood. And they identified the importance of underwriting changes Habitat initiated that would allow more community members to be able to take advantage of affordable homeownership opportunities. It was also critical to community leaders to inspire a sense of the gathering momentum around redevelopment, pointing to the three to five year time horizon by which the first Southwood community members could be moving into their new homes in the first phase of redevelopment. Overwhelmingly, Southwood resident planners feel that building a First Model Village will be the catalytic event that inspires future cohorts of Southwood residents to take proactive steps toward homeownership and toward joining their neighbors in intensive block by block community planning.

Meetings were held on a variety of days at multiple times to provide opportunity to folks regardless of their work schedules and commitments to learn more about redevelopment. During the two weeks these meetings were held, 80 families were represented with almost half - 37 out of those that attended - self-identifying as interested in participating in the first phase of Southwood redevelopment. By the time of this Submittal, some nine months later, an additional 14 families have come forward, bringing the total number of families voicing interest in being part of the first phase of redevelopment to 51.

One-on-one outreach by Southwood’s trained financial coaches and housing counselors began with those residents to better understand families’ housing aspirations and financial situations and to create individualized paths forward toward their family goals. As future cohorts are established, the process will repeat itself with every family until Southwood redevelopment is complete.



341 families interviewed

21 resident leaders

51 early adopters

67 workshops

158 hours of childcare

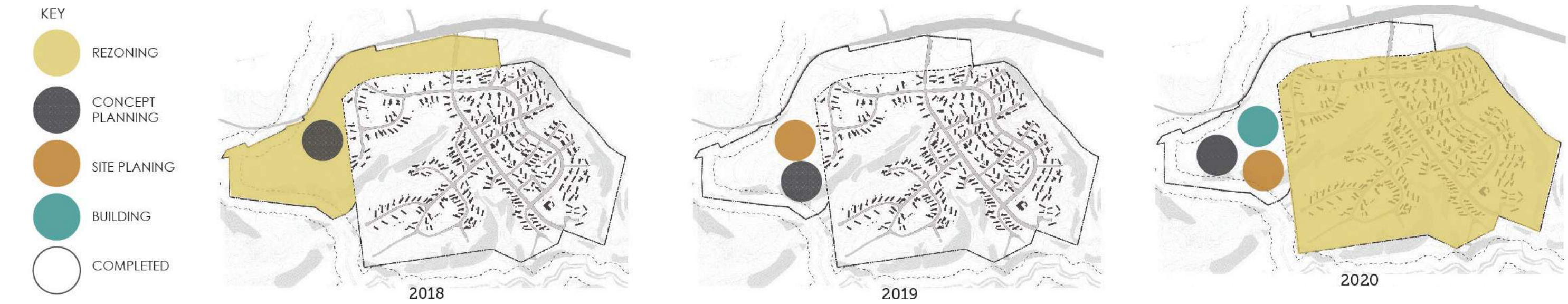
203 total resident participants

100% doors knocked

1000 meals provided

1,882 volunteer hours of resident leadership

ATTACHMENT L: CONTEXT & HISTORY



THEMES

- 01. Location of First Village
- 02. Refinement of Housing Types
- 03. Unit and Road Layouts
- 04. New Resident Cohort
- 05. Resident Leadership

FUTURE ENGAGEMENT ACTIVITIES

Village by Village Approach

Beginning in the summer of 2019, the Early Adopter cohort will come together to look at a higher level of detail at Block A (now known as Blocks 1 and 3 - 8), identifying the exact location of the First Model Village, refining the appropriate housing types to suit the housing aspirations of their specific design cohort, further developing road layouts and right of way design and developing the civic and amenity components that will identify their neighborhood. This work will culminate in a submission of the first site plan and subdivision plan for Phase I of Southwood redevelopment in 2019.

This process of resident-led site planning will happen for a minimum of two distinct villages in Block A (now known as Blocks 1 and 3 - 8) of the first phase of Southwood redevelopment, tying into overarching design principles and the framework established by the rezoning application while allowing each neighborhood to develop organically with a specific resident group in mind. Moving forward, each new village will set the context for future village development.

Rezoning Future Phases

Current conceptual timelines indicate that the rezoning of the next phase of Southwood redevelopment will occur as early as 2020, building on the lessons learned from site planning and implementation of the first phase of redevelopment. Inspired by the work of the Early Adopters, new resident cohorts will form and will engage in the same curriculum, first acquiring the foundational understanding of the principles of land development, then building on these principles as they define the rules, regulations and design characteristics of their own rezoning application and then turning these guiding principles into the exact sites and subdivisions of their future neighborhoods. It will be critical to tap the wisdom and knowledge of the first cohort of Early Adopters to help refine and market these new planning initiatives, as well as lead and train their peers in the work of land design.



Conceptual Southwood
Master Plan Strategy

Based on the resident led development strategies used for creating new neighborhoods in Phase 1, future phases of redevelopment throughout Southwood will follow similar processes. Redevelopment in each future phase will provide the opportunity for residents to lead the design process for their own neighborhoods. Similar physical conditions to those of the blocks and land use designations developed for this Code of Development exist throughout the whole of Southwood; therefore future phases will likely follow similar patterns of development. The illustration of the overall community of Southwood uses color to show how similar neighborhoods will be redeveloped in future phases. Residential neighborhoods are envisioned to have similar characteristics throughout the entire community. Similarly, neighborhood places are envisioned to have similar characteristics. Hickory Road will always have a specific characteristic as the central spine of the community and thus may develop with a unique set of characteristics the residents determine. The presence and clarity of the Neighborhood Center at the intersection of Hickory and Old Lynchburg Road will continue to deepen as future development may complete the center by extending it to the intersection of Bittermut. This area will continue to be envisioned as a village destination, allowing more non-residential uses and civic attractions. This location also corresponds to the Albemarle County's Comprehensive Plan for a neighborhood center.

Density will also vary throughout different sections of the community. The illustration communicates the variety of density through three gradations of color. The areas are intended to illustrate how density, intensity of use, and building regulations will step down from the Neighborhood Center, to the areas of higher density urban residential, to the neighborhood edges of lower density residential. As in the Code of Development, the Neighborhood Places will have similar characteristics as places of connection to the trail amenity and places to for community gathering. The illustration also indicates conceptual locations for future roads and green space and trail amenities .



CONCEPTUAL MASTER PLAN



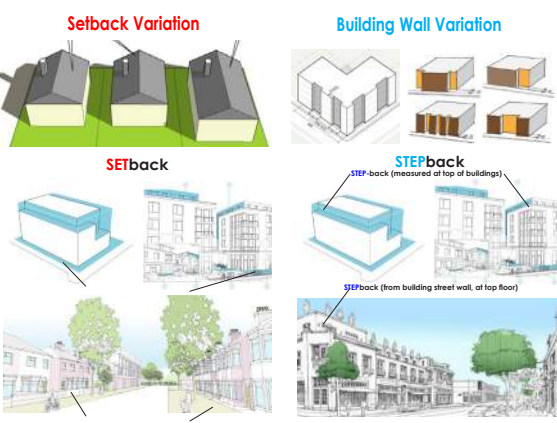
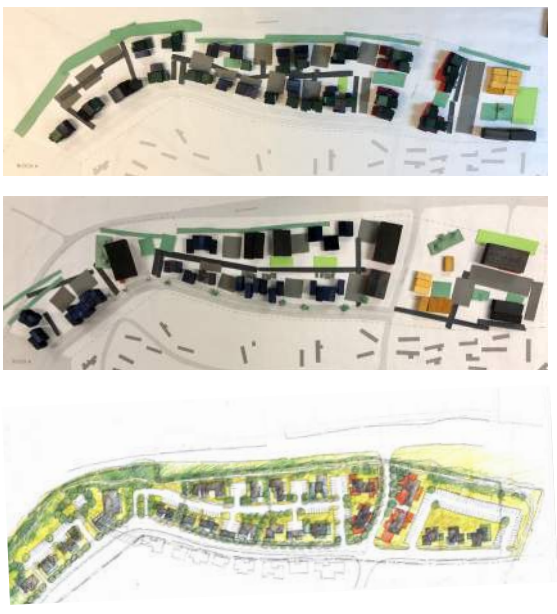
BLOCK A
(now know as blocks 1, 3 - 8)



SUMMARY

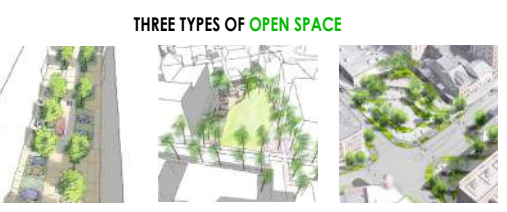
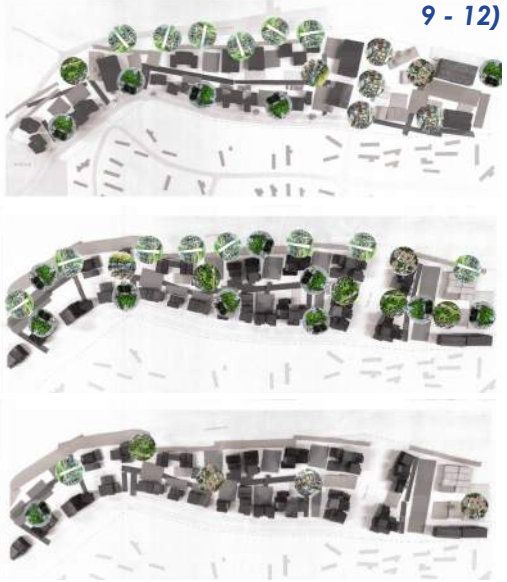


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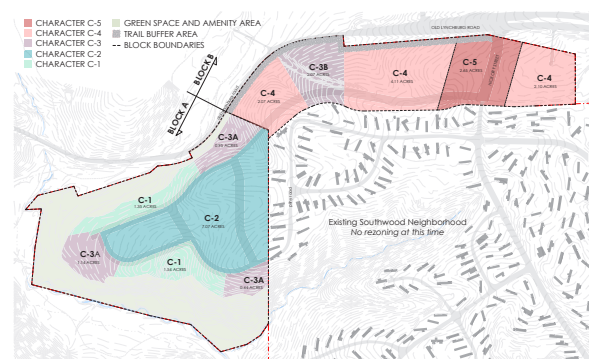


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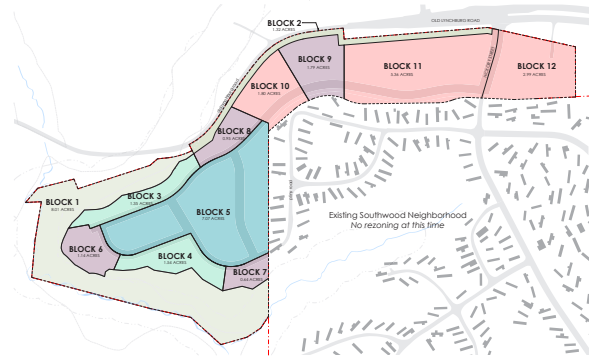
BLOCK B
(now know as blocks 2, 9 - 12)



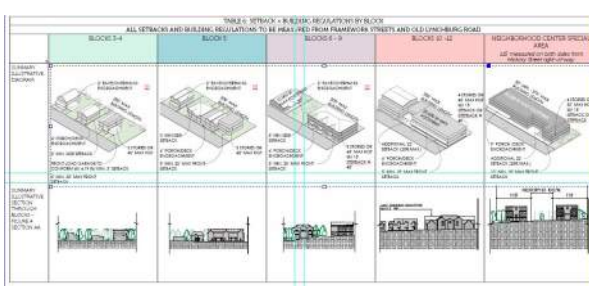
27 SEPTEMBER 2018



JANUARY 2019



JUNE 2019



...FUTURE
RESIDENT
LED
PLANNING
EFFORTS....

