

PLANNED RESIDENTIAL DISTRICT REZONING
FOR
THE STANDARD AT BLACKSBURG
BLACKSBURG, VIRGINIA

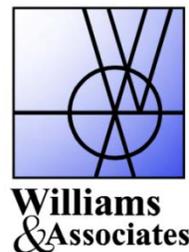
March 1, 2019

Prepared For:

The Standard at Blacksburg, LLC

Job No. 2907.00

Prepared by:



The Standard at Blacksburg

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The Standard at Blacksburg

APPLICATION

**TOWN OF BLACKSBURG
CHANGE OF ZONING CLASSIFICATION APPLICATION (REZONE)**

This application and all accompanying information must be submitted in full before the Rezoning Request can be accepted by Town staff. Once the Planning and Building Department accepts the application, it will be referred to the Planning Commission and Town Council for consideration. The application and all accompanying information will become conditions of approval. Proffered conditions of approval are binding. Please contact the Planning and Building Department at (540) 961-1126 for application deadline or questions, or to schedule the **required** pre-submittal meeting.

The following items **MUST** accompany this application for the Town of Blacksburg to accept this application for processing and review. Any items submitted cannot be larger than 11x17 in size:

- 1) Written, signed consent of the property owner. If the applicant is the contract purchaser, the written consent of the property owner is required
- 2) One copy of a site plan with surveyed boundaries for the property showing the lot, existing and proposed structures, site improvements, parking areas and spaces, and any other information necessary to determine the ability to meet the Zoning Ordinance site development standards, Use & Design standards and physical compatibility with the neighborhood
- 3) Building elevations for all proposed buildings -or- elevations showing any changes to existing buildings
- 4) Vicinity map (may be included on the site plan) showing surrounding uses, zoning districts, buildings and other improvements within 300' of the property
- 5) Legal description of the property
- 6) Completed VDOT 527 (Traffic Impact Analysis) Form
- 7) A list of adjacent property owners (including properties across a street) and their addresses, plus the cost of CERTIFIED FIRST CLASS postage for notifying each adjacent property owner (no stamps, please)
- 8) Fee of \$100 for the Town of Blacksburg to post all public hearing signs. **Please note:** The applicant may choose to post the property, using signs provided by Town Staff, and not be subject to the posting fee
- 9) Fee of \$1500 for Rezoning, or \$2000 for Planned Residential Rezoning, or \$1000 for amendment to existing Planned Residential District. Please make your check or money order payable to the TOWN OF BLACKSBURG
- 10) Proof of pre-submittal meeting between Town staff and applicant/agent
- 11) Prior to the initiation of an application for Rezoning, or prior to the issuance of final approval, the applicant shall produce satisfactory evidence that any delinquent real estate taxes owed, which have been properly assessed against the subject property, have been paid (§ 1150)
- 12) Any applicant for a Rezoning shall make complete disclosure of the equitable ownership of the real estate to be affected including, in the case of corporate ownership, the names of stockholders, officers and directors, and in any case the names and addresses of all of the real parties of interest. The requirement of listing names of stockholders shall not apply to a corporation whose stock is traded on a national or local stock exchange, and which corporation has more than 500 shareholders (§ 1110)
- 13) Proffer statements that meet the requirements as stated below
- 14) Digital copies (PDF) of all application materials are required at the time of submittal, or within 10 working days of the submittal date.

SIGNATURE OF APPLICANT/CONTACT PERSON + PRINTED NAME:

 _____ DATE: 2/25/19

By signing this application, I affirm that this application is complete and all required items are included

SIGNATURE OF PROPERTY OWNER + PRINTED NAME:

SEE ATTACHED _____ DATE: _____

By signing this application, I affirm that this application is complete and all required items are included

Location or Address of Property for Rezoning:

Multiple parcels along N. Main Street, Montgomery Street, and Broce Drive(see attached Survey)

226-20-11, 226-20-10, 226-20-9, 226-A-284, 226-A-285&286, 226-A-287, 226-A-288, 226-A-289,

Tax Parcel Number(s): 226-A-290, 226-A-293, 226-3-1, 226-3-2, 226-3-3, 226-3-4

Acreage: 5.550 acres

Present Zoning District: R-5 and GC

Proposed Zoning District: PRD

Present Use of Property: Student Housing Rentals and Commercial

Proposed Use of Property: Mixed Use of Multi-Family and Commercial

Is this request for an amendment to an existing Conditional Zoning or Planned Residential District? No

Previous Rezoning Ordinance Number _____

APPLICANT/MAIN CONTACT PERSON (Contract Purchaser if applicable)

NAME: Landmark Properties, Inc.

ADDRESS: 315 Oconee Street, Athens, GA 30601

PHONE: (706) 543-1910 EMAIL: _____

PROPERTY OWNER(s) (If property is held in an LLC or other corporation, names of all partners must be disclosed. All names of members or beneficiaries of a trust must also be disclosed. Signature blocks for multiple property owners may be obtained on separate sheets if needed)

NAME: See attached

ADDRESS: _____

PHONE: _____ EMAIL: _____

ENGINEER/ARCHITECT (optional)

NAME: Gay and Neel, Inc. / John T. Neel, P.E.

ADDRESS: 1260 Radford Street, Christiansburg, VA 24073

PHONE: (540) 381-6011 EMAIL: jneel@gayandneel.com

DESCRIPTION OF REZONING REQUEST

Section 15.2-2286(A)(7) of the State Code of Virginia states that, “ Whenever the public necessity, convenience, general welfare, or good zoning practice requires, the governing body may, by ordinance, amend, supplement, or change the regulations, district boundaries, or classifications of property. **It is the applicant’s responsibility to provide a narrative outlining the following information in order to assess the public necessity, convenience, general welfare, or good zoning practice of the request** (attach additional pages if necessary).

Need and justification for the change in zoning classification

See attached

Identify any anticipated effect of the proposed change on public services and facilities

See attached

Justify appropriateness of the property for the proposed changed, as it relates to the intent of the zoning district requested and applicable use and design standards for all proposed uses

See attached

Relationship of the proposed change to the Comprehensive Plan (Include FLU designation)

See attached

Way in which the proposed change will further the purposes of the Zoning Ordinance and general welfare of the community

See attached

PROFFERED CONDITIONS

Potential proffers can be discussed as part of the presubmittal meeting, and should also be a part of the discussions with staff early in the review process.

PROFFERED CONDITIONS, IF ANY, MUST:

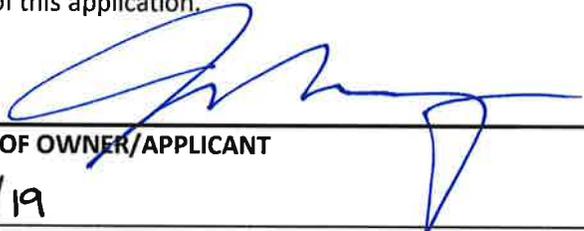
- 1) Be prepared by an attorney and be completed and accepted by the Town prior to the advertising for the Planning Commission Public Hearing;
- 2) Have a reasonable relationship to the rezoning;
- 3) Not include a cash contribution to the Town;
- 4) Not include mandatory dedication of property; and
- 5) Not include payment for construction of off-site improvements. The rezoning must give rise to the need for the conditions and the conditions must be related to the physical development or physical operation of the property and be in conformity with the Comprehensive Plan

Attach proffer statement with application.

OWNER CONSENT STATEMENT

I/We the owner(s)/applicant/contract purchaser(s) of the property described on this application do hereby apply for a change of zoning district classification described on this application.

I/We state that no application for a change in zoning district classification, substantially the same as this request, has been considered by the Town Council for the above-referenced property, or any part thereof, within one year prior to the date of this application.



SIGNATURE OF OWNER/APPLICANT

2/25/19

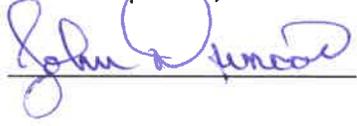
DATE

Additional Owner Signatures for Rezoning Application Number _____.

Property Address: North Main Street, Blacksburg

Parcel ID: 005603

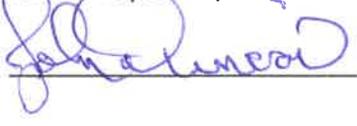
Owner Name(s): BFD Rental Properties, LLC

Owner Signature(s): 

Property Address: 1009 North Main Street, Blacksburg

Parcel ID: 005604

Owner Name(s): BFD Rental Properties, LLC

Owner Signature(s): 

Additional Owner Signatures for Rezoning Application Number _____.

Property Address: 1004 Montgomery Street, Blacksburg

Parcel ID: 003244

Owner Name(s): Stephen T. Booth

Owner Signature(s):

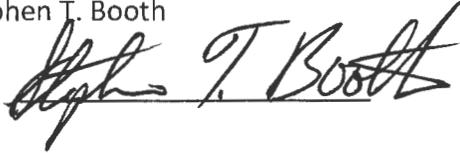
A handwritten signature in black ink that reads "Stephen T. Booth". The signature is written in a cursive style and is positioned over a horizontal line.

Property Address: 1006 Montgomery Street, Blacksburg

Parcel ID: 010300

Owner Name(s): Stephen T. Booth

Owner Signature(s):

A handwritten signature in black ink that reads "Stephen T. Booth". The signature is written in a cursive style and is positioned over a horizontal line.

Additional Owner Signatures for Rezoning Application Number _____.

Property Address: 1003 North Main Street, Blacksburg

Parcel ID: 000002

Owner Name(s): Mayland Shannon LLC

Owner Signature(s):  _____

Additional Owner Signatures for Rezoning Application Number _____.

Property Address: Lot 10 Snidow Heights, Blacksburg

Parcel ID: 019059

Owner Name(s): William A. Price, LLC

Owner Signature(s): William A Price LLC

Property Address: 1107 North Main Street, Blacksburg

Parcel ID: 019060

Owner Name(s): William A. Price, LLC

Owner Signature(s): William A Price LLC

Property Address: 1105 North Main Street, Blacksburg

Parcel ID: 006658

Owner Name(s): William A. Price, LLC

Owner Signature(s): William A Price LLC

Additional Owner Signatures for Rezoning Application Number _____.

Property Address: 101 Broce Drive, Blacksburg

Parcel ID: 010218

Owner Name(s): WAP Rentals, LLC

Owner Signature(s): William H. P. LLC

Additional Owner Signatures for Rezoning Application Number _____.

Property Address: 1101 North Main Street, Blacksburg

Parcel ID: 019714

Owner Name(s): Squared Away LLC

Owner Signature(s):  _____

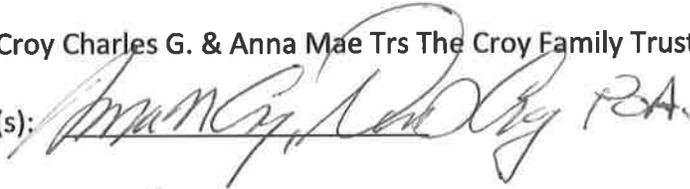
Additional Owner Signatures for Rezoning Application Number _____.

Property Address: 908 Montgomery Street, Blacksburg

Parcel ID: 004484

Owner Name(s): Croy Charles G. & Anna Mae Trs The Croy Family Trust 1/9/92

Owner Signature(s):



Property Address: 1000 Montgomery Street, Blacksburg

Parcel ID: 005604

Owner Name(s): Croy Charles G. & Anna Mae Trs The Croy Family Trust 1/9/92

Owner Signature(s):

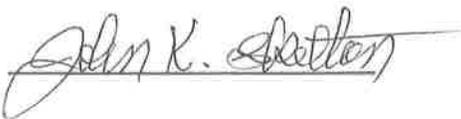


Additional Owner Signatures for Rezoning Application Number _____.

Property Address: 1007 North Main Street, Blacksburg

Parcel ID: 004607

Owner Name(s): John K. Skelton

Owner Signature(s): 

Property Address: 1005 North Main Street, Blacksburg

Parcel ID: 009490

Owner Name(s): John K. Skelton

Owner Signature(s): 

**TOWN OF BLACKSBURG
CHANGE OF ZONING CLASSIFICATION APPLICATION (REZONE)**

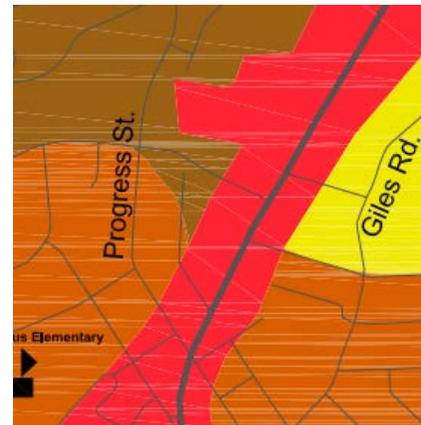
DESCRIPTION OF REZONING REQUEST

Section 15.2-2286(A)(7) of the State Code of Virginia states that, "Whenever the public necessity, convenience, general welfare, or good zoning practice requires, the governing body may, by ordinance, amend, supplement, or change the regulations, district boundaries, or classifications of property. **It is the applicant's responsibility to provide a narrative outlining the following information in order to assess the public necessity, convenience, general welfare, or good zoning practice of the request (attach additional pages if necessary).**

Need and justification for the change in zoning classification

Approval of the Plan for The Standard at Blacksburg is being requested and will be in the public interest and is justified for the following reasons outlined below and in the full document that follows:

1. A Planned Residential Development (PRD) designation is being sought to provide the Town of Blacksburg with an enforceable device for the implementation of the proposed development plan, proffers, and guidelines.
2. The Plan focuses density and a commercially viable mix of uses in one of the Town's designated Mixed Use "Bubbles". Furthermore, the plan allows for a cohesive redevelopment of a variety of existing uses separated from street grade by significant grade changes to a blend of multifamily and commercial uses with an attractive streetscape on N. Main Street.
3. The Standard at Blacksburg will feature a community which consists of a mixed use of commercial and residential at the intersection of Blacksburg's Urban/Walkable, Commercial Areas, and Multi-Unit Residential Neighborhoods.
4. This project will activate the Main Street streetscape with commercial while providing residential development adjacent to existing adequate utilities, transit service, pedestrian facilities, and in close proximity to campus.
5. The Standard at Blacksburg will seek to address one of the housing needs recognized in the Comprehensive Plan by adding to the multi-family availability in town. This development will provide incentive for other properties to increase maintenance, investment, and access to the entire spectrum of multi-family housing within the Town.
6. The Standard at Blacksburg will include units at a variety of price points including value units designed to provide units at a more affordable price point in a high quality new construction project in a highly desirable location close to campus.
7. The Standard will substantially increase the tax base for the Town of Blacksburg and provide a sizable economic impact with both permanent and construction jobs;
8. The Standard projects have historically had a positive impact on the overall stress placed on single family neighborhoods in college towns by adding to the multi-family rental stock available;
9. The project will have on-site property management to provide community maintenance and resident assistance;



10. All Standard projects have strictly enforced community restrictions, which serve to maintain an appropriate living environment for both residents and neighbors; These regulations are enforced through the rental contracts which include eviction policies for nonconformance with regulations.
11. The Standard will have a staff of 10-20 employees on-site to oversee the management and maintenance of the property. Many times a member of the management staff will live on site. At a minimum, property management will be available via a 24 hour community hotline.
12. The Standard at Blacksburg will also create between 35 and 45 jobs for the commercial component of the project.
13. All Standard projects feature language in their leases, which are signed by all residents, which restrict gathering hours and other behaviors. Residents must adhere to these regulations or will be fined or evicted for violations of the community rules and regulations.
14. The property will encourage alternative modes of transportation with bus transit service including a new bus shelter and full pull-off where there was previously just a stop; creation of new and expanded sidewalks along N. Main Street enhancing and showcasing the commercial tenants.
15. The proposed development shall be designed and constructed to meet NGBS Bronze Level Standards and the design plans for the project will be reviewed by a third party for confirmation.

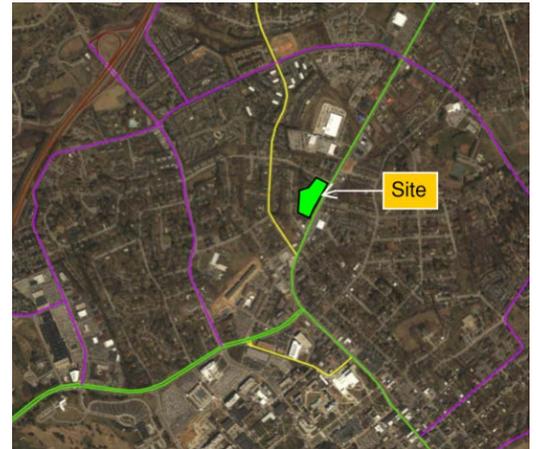
Identify any anticipated effect of the proposed change on public services and facilities

1. The Standard will not have a significant negative impact on public services. In some respects, the development will enhance public services and facilities.
 - A. Blacksburg Transit currently operates two stops adjacent to the proposed development site. The developer is proposing to build a new bus transit stop at the property to more conveniently service residents, customers of the commercial space, and other transit riders. There is another BT stop at the northern end of the project as well.
 - B. The Standard at Blacksburg's commitment to bicycle's as a mode of transportation will serve to also remove some vehicular traffic from the Town's roads.
 - C. Water pressure and demand has been tested and found to be adequate by the Town of Blacksburg with the existing 12-inch line adjacent to the property. Thus there is capacity for the proposed development. Appendix B contains correspondence from the Town regarding this capacity.
 - D. Fire suppression systems will be provided throughout the entire development.
 - E. A Storm Water Management Concept Plan was submitted to the Town of Blacksburg in accordance with local, state and federal guidelines.

Justify appropriateness of the property for the proposed changed, as it relates to the intent of the zoning district requested and applicable use and design standards for all proposed uses

This Section should be referenced directly to ‘Section 3110 – Purpose’ of the Town of Blacksburg Zoning Ordinance.

1. The Standard will be developed in a unique style that will provide a superior living environment for the residents of this planned community. The proposed development site is ideally situated for the requested zoning classification and for its proposed uses.
2. The Standard will bring a new ‘technology of land development’ within the Town of Blacksburg. One way this project does that is in the creation of a true mixed-use project. Additionally, this also refers to the commitment to construct the project in accordance with NGBS Bronze Level Standards. Additionally, it should not be overlooked that providing parking in a structured environment is a “technology of land development” and is the most sustainable form of providing daily parking needs.
3. The Comprehensive Plan’s Future Land Use Map calls for the development site to be developed as High Impact Commercial and Medium Density Residential.
4. This property is located adjacent to N. Main Street, a major north/south arterial within the Town of Blacksburg, where development is anticipated and planned according to the Town’s Comprehensive Plan. Additionally, the property is located in close proximity to Downtown and the Virginia Tech Campus, which will allow for access to the two major centers of activity in town.
5. The property is located within an existing development corridor that contains all the needed services that a Planned Residential Development will utilize including:
 - a. Public Water
 - b. Public Sewer
 - c. Transportation Network
 - d. Transit Service
 - e. Electric Service
 - f. Gas Service
 - g. Telecommunications Service



Relationship of the proposed change to the Comprehensive Plan (Include FLU designation)

1. See the Section entitled Comprehensive Plan Analysis.

Way in which the proposed change will further the purposes of the Zoning Ordinance and general welfare of the Community

This Section should be referenced directly to ‘Section 1102 – Purpose’ of the Town of Blacksburg Zoning Ordinance.

- The General purpose of the Town of Blacksburg’s Zoning Ordinance is to promote the health, safety, and general welfare of the public. The Standard at Blacksburg development will intentionally develop a mixed use project within the Town’s designated mixed use “bubble” providing an ability to enhance the N. Main

Corridor and provide both commercial opportunities and residents to take advantage of the nearby businesses. The green building construction, location adjacent to existing services and transportation network, addition of value units, and significant commercial square footage, will not only serve to promote the general welfare of its residents, but the community as a whole.

Standard Blacksburg

PROFFER STATEMENT

Proffer Statement for the Application
To Rezone Tax Parcels 226-20-11, 226-20-10, 226-20-9, 226-A-284, 226-A-285 & 286,
226-A-287, 226-A-288, 226-A-289, 226-A-290, 226-A-293, 226-3-1, 226-3-2, 226-3-3, 226-3-4
from R-5, Transitional Residential and GC, General Commercial
to PR, Planned Residential

Pursuant to Section 15.2-2298 of the Code of Virginia (1950) as amended, and Section 1160 of the Town of Blacksburg Zoning Ordinance, Town Code Appendix A, the undersigned applicant, Standard at Blacksburg, LLC, Owner, seeks to amend the zoning of Tax Parcels 226-20-11, 226-20-10, 226-20-9, 226-A-284, 226-A-285 & 286, 226-A-287, 226-A-288, 226-A-289, 226-A-290, 226-A-293, 226-3-1, 226-3-2, 226-3-3, 226-3-4, as shown on the Master Plan attached hereto as Exhibit A from the existing zoning of R-5, Transitional Residential and GC, General Commercial, to PR, Planned Residential, as detailed in the “Planned Residential District Rezoning For The Standard at Blacksburg” rezoning package dated March 1, 2019, prepared by Gay and Neel, Inc., (the “Rezoning Package”) and hereby proffers the following voluntary development conditions.

1. Occupancy of the units within this development shall be restricted to a maximum of one person per lease per bedroom.
2. The maximum building height for the structure shall be Seventy (70) feet, measured from building average grade to the highest point on the structure.
3. The development will be managed by an on-site property management company. 24 hour on call maintenance and emergency contact shall be provided to all tenants.
4. Each lease will contain a requirement for residents to abide by the established *Community Rules and Regulations*. See Appendix M of the Rezoning Package.
5. The development shall provide a yearly payment to Blacksburg Transit of no more than \$15,000 per year to subsidize additional service to the North Main Street area between Progress Street and Northview Drive. This payment shall be remitted to the Town of Blacksburg by October 15th each calendar year after the first calendar year in which a certificate of occupancy is obtained by August 1st.
6. The proposed structure shall be designed and constructed to meet the National Green Building Standard’s Bronze Level Standards. The conformance with this NGBS performance level will be verified by a third party through review of the Architectural designs and Site Development Plan.
7. The rezoned property shall be developed in substantial conformity with the Rezoning Package.
8. A minimum of 6 electric car charging stations shall be provided within the parking structure on the 1st, 2nd, or 3rd level of the parking structure.

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

Should any provision of this proffer statement be determined to be invalid by a court of competent jurisdiction, that determination shall not affect the validity of the remainder of the provisions in this document.

Applicant
Standard at Blacksburg, LLC

By J. Wesley Rogers, Managing Member

Commonwealth of Virginia
County of Montgomery

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

_____ My commission expires: _____
Notary Public

The Standard at Blacksburg

PLANNED RESIDENTIAL DISTRICT

1. Purpose

The purpose of this district is to provide for the development of planned residential communities that incorporate a variety of housing options as well as certain limited commercial and office uses designed to serve the inhabitants of the district. This district is intended to allow greater flexibility than is generally possible under conventional zoning district regulations by encouraging ingenuity, imagination and high quality design to create a superior living environment for the residents of the planned community. The PR district is particularly appropriate for parcels which contain a number of constraints to conventional development. In addition to an improved quality of design, the PR district creates an opportunity to reflect changes in the technology of land development, provide opportunities for new approaches to home ownership and occupancy, and provide for an efficient use of land which can result in reduced development costs.

2. Use-Type Definitions

MULTI-FAMILY DWELLING—A building or portion thereof which contains three (3) or more dwelling units for permanent occupancy, regardless of the method of ownership. Included in the use type would be garden apartments, low and high rise apartments, apartments for elderly housing and condominiums.

BREW PUB—A restaurant/brewery that sells the majority of its beer on site. The beer is brewed primarily for sale in the restaurant and bar. The beer is often dispensed directly from the brewery's storage tanks. Where allowed by law, brewpubs often sell beer "to go" and/or distribute to off site accounts. Off site sales is limited and not the primary use.

COMMERCIAL INDOOR SPORTS AND RECREATION—Predominantly participant uses conducted within an enclosed building. Typical uses include bowling alleys, ice and roller skating rinks, indoor racquetball, swimming, and/or tennis facilities.

COMMUNITY RECREATION—A private recreational facility for use solely by the residents and guests of a particular residential development, planned unit development, or residential neighborhood, including indoor and outdoor facilities. These facilities are usually proposed or planned in association with development and are usually located within or adjacent to such development.

ARTS RELATED PERSONAL IMPROVEMENT SERVICES: Establishments primarily engaged in providing instruction in (i) the visual arts, including, but not limited to, painting, sculpting, photography and folk arts, or (ii) the performing arts including, but not limited to, music,

dance, and theatre. This does not include any instruction related to tattooing or body piercing.

ARTIST STUDIO, SINGLE-ARTIST (or "Single-Artist Studio"): A building, or portion thereof, used as a place of work by a single artist engaged in (i) the visual arts, including, but not limited to, painting, sculpting, photography and folk arts, or (ii) the performing arts, including, but not limited to, music, dance, and theatre. A single-artist studio includes the creation of work and the accessory sale of work produced only by the artist in his or her own studio. Works from other artists may not be offered for sale. This does not include a studio for tattooing or body piercing.

ARTIST STUDIO, MULTIPLE-ARTISTS (or "Multiple-Artists Studio"): A building, or portion thereof, used as a place of work by multiple artists engaged in (i) the visual arts, including, but not limited to, painting, sculpting, photography and folk arts, or (ii) the performing arts, including, but not limited to, music, dance, and theatre. A multiple-artists studio includes the creation of work and the accessory sale of work produced by multiple artists using or sharing the studio(s). Works from other artists may not be offered for sale. This does not include a studio for tattooing or body piercing.

GALLERY: A building or portion thereof, used as a place to exhibit and offer for sale the works of visual artists, including, but not limited to, painting, sculpting, photography and folk arts.

OPEN SPACE: A cohesive body of land designated for agriculture, horticulture, forestry, or open space use, as those terms are defined by Virginia Code 58.1-3230. This definition also includes land in which the Town has an interest of not less than five years' duration which the Town has designated to be retained and used for the preservation and provision of open-space land.

UTILITY SERVICES, MINOR: Services which are necessary to support development within the immediate vicinity and involve only minor structures. Included in this use type are small facilities such as transformers, relay and booster devices, and well, water and sewer pump stations. Also included in this use type are wireless communication antennas which are attached to an existing building or structure, including but not limited to utility poles, signs, broadcasting or communication facilities, and water towers, and which are not greater than ten (10) feet in length.

ON SITE LEASING AND MANAGEMENT OFFICE: Office operated for the purpose of managing a multi-family housing development. Office may contain individual offices, meeting rooms, mail distribution and pick-up, café, lounge, and other associated uses related to the marketing, leasing, and management of the associated multi-family housing.

FINANCIAL INSTITUTION (ATM ONLY): Provision of financial and banking services to consumers or clients. Walk-in and drive-in services to consumers are generally provided on site. Typical uses include banks, savings and loan associations, savings banks, credit unions, lending establishments and automatic teller machines (ATMs).

MEDICAL OFFICE: Use of a site for facilities which provide diagnoses, minor surgical care and outpatient care on a routine basis, but which does not provide overnight care or serve as a base for an ambulance service. Medical offices are operated by doctors, dentists, or similar practitioners licensed by the Commonwealth of Virginia. Emergency treatment is not the dominant type of care provided at this facility.

GROCERY STORE: A retail business primarily engaged in the sale of unprepared food for personal or household preparation and consumption. Such a facility may also engage in incidental sales of prepared foods for personal consumption on-or off-site.

NEIGHBORHOOD CONVENIENCE STORE: Establishments primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as prepackaged food and beverages, and limited household supplies and hardware. Convenience stores shall not include fuel pumps or the selling of fuel for motor vehicles. Typical uses include neighborhood markets and country stores.

PERSONAL IMPROVEMENT SERVICES: Establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services. Typical uses include driving schools, health or physical fitness studios, reducing salons, dance studios, handicraft and hobby instruction.

PERSONAL SERVICES: Establishments or places of business engaged in the provision of frequently or recurrently needed services of a personal nature. Typical uses include beauty and barber shops; grooming of pets; seamstresses, tailors, or shoe repairs; florists; and laundromats and dry cleaning stations serving individuals and households.

RESTAURANT, GENERAL: An establishment engaged in the preparation of food and beverages containing more than two thousand (2,000) gross square feet and characterized primarily by table service to customers in nondisposable containers.

RESTAURANT, SMALL: An establishment engaged in the preparation of food and beverages containing no more than two thousand (2,000) gross square feet and characterized primarily by table service to customers in non-disposable containers. Typical uses include cafes, coffee shops, and small restaurants.

RETAIL SALES: Sale or rental with incidental service of commonly used goods and merchandise for personal or household use but excludes those classified more specifically by these use type classifications.

3. Permitted Uses

The following uses are permitted in the Planned Residential district and are hereby approved for inclusion in the Development Plan for The Standard at Blacksburg.

Residential

Multi-family Dwelling

Civic

Community Recreation, Active and Passive
Open Space
Utility Services, Minor

Office

On-site Leasing and Management Office
Financial Institution (ATM only)
Medical Office

Commercial

Arts Related Personal Improvements Services
Artist Studio, Multiple Artists
Artist Studio, Single Artist
Brewpub
Commercial Indoor Sports and Recreation
Gallery
Grocery Store
Neighborhood Convenience Store
Personal Improvement Services
Personal Services
Restaurant, General
Restaurant, Small
Retail Sales

Live/Work

Arts Related Personal Improvements Services
Artist Studio, Multiple Artists
Artist Studio, Single Artist
Gallery

Miscellaneous

Associated trash and recycling facilities

4. Site Development Regulations

The Standard at Blacksburg project shall be subject to the following site development standards:

- Minimum district size: 5.0 acres
- Open space criteria.
 - Minimum open space: A minimum of Twenty (20) percent of the total district area shall be designated as open space.
 - A compact area of at least five thousand (5,000) square feet shall be provided for active or passive recreational activities.
- Minimum setback requirements:
 - Front = Zero (0) feet
 - Side = Zero (0) feet
 - Rear = Zero (0) feet
- Floor Area Ratio: The floor area ratio for the development will be a maximum of 1.60.
- Lot Coverage: The lot coverage for the development will be a maximum of 85%.
- Parking:
 - Vehicular Parking - A minimum of 0.80 spaces per bedroom within the PRD district will be required. Up to 40% of the parking may be in compact spaces. There will be a mix of standard spaces (9' x 18'), compact spaces (8' x 16'), and accessible spaces. Commercial parking shall be provided at a ratio of 4 spaces/1,000 square feet of leasable commercial space.
 - Bicycle Parking - A minimum of 1.00 space per bedroom within the PRD district will be required. A minimum of 80% of the total bike parking spaces shall be covered. Bicycle parking shall be distributed throughout the development.
 - Electric Vehicle Parking – A minimum of 6 electric car charging stations will be located within the proposed structured parking. The exact location of the charging station will be determined during the site plan stage.
- Height: The maximum height of the structure shall be seventy (70) feet, measured from building average grade to the highest point on the structure.
- All utility lines, electric, telephone, cable television lines, etc., and shall be placed underground.

5. **Occupancy**

The planned residential district shall have a maximum occupancy of one person per lease per bedroom for a maximum of 825 leases. No more than five unrelated persons shall occupy a dwelling unit.

➤ **Students/Graduates/Young Professionals**

The Standard promises to be one of the premier multi-family housing developments in the Town of Blacksburg. A key component that keeps Blacksburg thriving is the town's desirability as a place to live for students, recent college graduates, young technology entrepreneurs, and artists. The Standard has recognized that this market has a strong desire to be tied to the existing university community while also starting to grow as members of the workforce in the Town of Blacksburg.

Landmark Properties understands this demographic. Residents of Blacksburg in this transitional phase do not fit within the 'big box' style of apartment housing so prevalent in university communities. They want to live in close proximity to where they work, where they eat, where they play, and where they build their community.

The Standard is also committed to providing new opportunities for young entrepreneurs or artists through the incorporation of Live/Work units within the project. These units will add a vital small scale commercial component to complement the larger commercial spaces anchoring the project on either end.

6. **Public Service and Utilities**

➤ **Public Water**

All improvements will be designed in accordance with the Town's Water System Specifications. Designs will be submitted to and approved by the Town Staff prior to any installations. The proposal is for a mixed use structure that will be served from the Town's existing water main in N. Main Street. With the existing 12-inch line in the vicinity, water pressure and demand has been tested and found to be adequate by the Town of Blacksburg Staff.

➤ **Sanitary Sewer**

Public Sanitary Sewer Service will serve the development. All improvements will be designed in accordance with the Town of Blacksburg's "Wastewater Specifications." Designs will be submitted to and approved by the Town staff prior to any installations. The proposal is for a mixed use structure that will be served from the Town's existing sewer main in N. Main Street. With the existing service lines in the vicinity, Town Staff has confirmed the ability to serve the project with adequate sewer service.

➤ **Domestic Water and Sewer Demands**

Based on Virginia Department of Health Standards, an average daily flow is estimated for the proposed uses below. VDH states that “For all dwelling units the design shall be based on two persons per bedroom.” Due to the project being a multi-family housing development, Town regulations dictating occupancy, and this PRD limiting occupancy, only one person per bedroom has been used in this analysis.

Multi-Family Residential: Maximum of 825 bedrooms
75 gal/day per person = 61,875 gallons/day

Commercial Development: 17,800 square feet
25 gal/100 square foot/day = 4,450 gallons/day

TOTAL ESTIMATED WATER/SEWER USAGE BY PROPOSED DEVELOPMENT = 66,325 gallons per day

➤ **Stormwater Management**

The stormwater plan incorporates an underground detention system and the purchase of nutrient credits to address storm water quantity and quality requirements. The underground detention system will act as the only water quantity facility for the entire site. Water quality requirements are addressed via the Virginia Runoff Reduction Method for Re-development. Pre-development and post-development peak flow rates have been calculated based on the conceptual plan and nutrient credits will be purchased to meet the required phosphorous load reduction. In addition, the underground detention reduces peak flow rates leaving the site to below pre-development levels for the 1-yr, 2-yr, and 10-yr design storms. The 100-yr storm event is adequately routed for safe passage and flows into the existing storm network along Main Street and eventually to Stroubles Creek. Calculations and a narrative are submitted as the Stormwater Management Concept Plan for this development project.

A downstream analysis consistent with minimum standard 19 (MS-19) has not been completed to the “1% point”. Based on the site limitations, the design strategy to address adequate channel requirements is based on Section 66.B.3 for channel protection. The 1-yr, 24-hour SCS design storm will be detained by use of the Energy Balance Equation to satisfy MS-19 minimum standards 9VAC25-840-40. Detention will be provided in the form of the underground detention system located underneath of the proposed parking garage. Once discharged from the underground detention system, an adequate channel will route runoff to the existing storm drain system located along North Main Street.

➤ **Solid Waste Collection/Recycling**

A private company will provide collection for the development. A single compacting facility and dumpster shall be located at a central location for the convenience of all residents. Residents will have access to a trash chute that is directly connected to the on-site dumpster. Landmark Properties is committed to promoting green practices and therefore places an emphasis on recycling. The development will provide full single stream recycling collection facilities on each level of the proposed building. On site staff will routinely collect recycling and centralize at ground level for collection.

➤ **Broadband: Electric, Telephone, Cable Television**

Utility services such as fiber, electric, telephone, and cable television, will be kept underground. Every effort will be made so appurtenances such as transformers, junction boxes, and pedestals are minimally visible. Probable transformer locations are shown on the proposed Master Plan.

7. Transportation Circulation

➤ **Vehicular Circulation**

This project has two points of access from a vehicular standpoint. The first is a ground level access to the parking structure from N. Main Street. This entrance will replace the existing 7 entrances located along N. Main Street for the existing businesses and student rentals. This entrance will be at no more than a 5% grade allowing for ease of access into and out of the garage. The second point of access to the project is on Montgomery Street and provides direct access to the third level of the garage. It is anticipated and illustrated in the TIA that a majority of the residential traffic will utilize the Montgomery Street entrance. Additionally, all deliveries and service vehicles will utilize the Montgomery Street Entrance. See the submitted TIA for additional information.

8. Alternative Transportation Planning

The proposed development will provide multiple options for residents who desire to utilize non-vehicular modes of transportation. Landmark Properties will work with Blacksburg Transit (BT) to adjust the two existing transit stops along N. Main Street that are part of the project frontage. A meeting with BT resulted in the incorporation of a new bus shelter and full pull-off stop closest to Montgomery Street. The other stop will remain as it exists today allowing BT the flexibility to stay in the traffic lane for stops or pull out of the traffic lane for stops.

The Standard at Blacksburg will have a 1:1 bike parking to bedroom ratio. This commitment along with the minimum 80% covered bike parking sets a new standard for the Town of Blacksburg and will encourage Standard residents to bike to Downtown, Virginia Tech, Carol Lee, Food Lion, or any of a host of other businesses or residences throughout Town. The close proximity to these destinations and the existing sidewalk next work will also make walking a viable option for many.

Carshare services continue to increase market share in urban/walkable neighborhoods along with on demand ride hailing services such as Uber and Lyft. The Standard at Blacksburg may see this demand get to a point where spaces need to be allocated for these types of services. Should this happen, spaces close to the resident access points of the garage will be converted to Carshare, Uber/Lyft pickup, or some other alternative means of transportation. This will be a market driven decision as residents move away from individual vehicular transportation.

The Standard at Blacksburg is open and willing to become a hub for ROAM. This bike share program was started in 2018 and continues to gain momentum. The Standard would like to work with ROAM to place a ROAM station at The Standard.

9. Maintenance

A site and project of this size will have a full-time staff handling maintenance. All common space elements including the structures and exterior elements such as sidewalks and parking lots will be under the developer's ownership and will be maintained at no cost to the general taxpayer or the Town.

10. Signs

Signage for the project shall be in accordance with the requirements outlined in Division 5. – Signs of the Code of the Town of Blacksburg, Virginia in effect at the time of this submittal with the following revisions:

- Section 5521(e):
 - For individual buildings occupied by one (1) or more establishments, including shopping centers, a maximum of one hundred twenty (120) square feet of attached, suspended, awning, cabinet, v-shaped, or projecting signage per facade may be allowed, except for the Main Street and Broce Drive façades which shall be in accordance with the standards noted below:
 - A maximum of two hundred forty (240) square feet of attached, suspended, awning, cabinet, v-shaped, or projecting signage may be allowed on the Main Street façade of the 2-story retail

space located near the Montgomery Street and North Main Street intersection.

- A maximum of thirty (30) square feet of attached, suspended, awning, cabinet, v-shaped, or projecting signage may be allowed on the Main Street façade for each of the live/work units.
- A maximum of one hundred eighty (180) square feet of attached, suspended, awning, cabinet, v-shaped, or projecting signage may be allowed on the Main Street façade of the 1-story retail space located near the Broce Drive and North Main Street intersection.
- A maximum of five hundred (500) square feet of attached, suspended, awning, cabinet, v-shaped, or projecting signage may be allowed on the Main Street façade of the residential building, including the leasing office and parking garage entrance.
- A maximum of one hundred twenty (120) square feet of attached, suspended, awning, cabinet, v-shaped, or projecting signage may be allowed on the Broce Drive façade of the 1-story retail space located near the Broce Drive and North Main Street intersection.
- A maximum of two hundred (200) square feet of attached, suspended, awning, cabinet, v-shaped, or projecting signage may be allowed on the Broce Drive façade of the residential building,
 - In any event, no building facade shall be covered by signage that exceeds the maximum percentage allowed.
- Section 5522 shall be deleted in its entirety.
- The proposed artwork on the building shall be excluded from the signage calculations and therefore will not count against the maximum allowable signage for the project.

11. Project Art

The Standard at Blacksburg will commission two art installations on the façade of the building from local artists. These commissions will be installed within 12 months of the issuance of the certificate of occupancy and are anticipated to be complimentary to the proposed building architecture and the N. Main Street Corridor. Should the Town of Blacksburg ever adopt a public art commission or committee, they would be consulted on future projects. The proposed locations for the art installation are shown on the Architectural Renderings.

12. Community Rules and Regulations

The rezoned portion of this property will be subject to Community Rules and Regulations established by the Developer. The Community Rules and Regulations shall be consistent with and similar to the Rules and Regulations attached as Appendix M. The Community Rules and Regulations may be amended from time to time, as deemed necessary by the property owner provided, however, that the property owner shall not eliminate Community Rules and Regulations in their entirety.

13. Amenities

The Standard will provide multiple opportunities for residents to participate in both indoor and outdoor recreation opportunities. An in-deck community pool located on the top level of the parking structure as well as the amenity area including fitness center, and study areas will be the centerpieces for resident recreation activities. Additionally, two lawn spaces have been set aside for outdoor enjoyment and leisure.

14. Sustainable Building

The Standard is committed to green building practices and has demonstrated this by proffering that the proposed structure will be designed and constructed to meet the standards of a nationally accepted green building - program. The Standard at Blacksburg will design and construct the project to meet the NGBS Bronze performance level.

The Standard at Blacksburg

ADDITIONAL CONSIDERATIONS

Growth

The Town of Blacksburg Town Council has seen and approved multiple student housing projects over the last several years. The Edge, The Retreat at Blacksburg, Terrace View, and others have been approved over the last 5-7 years. To that end, the Town Council commissioned a 'housing study' and receives a regular report on what the multi-family landscape looks like within the Town limits. To summarize the last report from December of 2018, 20,192 beds exist for occupancy within the Town of Blacksburg for 'student housing'; another 2,575 beds have been approved but not yet constructed. The Boyle project was recently approved that adds an additional 215 bedrooms. This brings the total POTENTIAL bedrooms to 22,982. It is unclear how many of these bedrooms will actually materialize; however, one thing is clear, Virginia Tech and the Blacksburg community as a whole will continue to grow with or without good projects. Landmark Properties has the track record and capacity to construct The Standard at Blacksburg when they say they will as was shown with The Retreat.

A recent February 7, 2019 article in the Roanoke Times indicates the additional growth we should plan for that Development Strategies didn't know about as they've consulted with the Town of Blacksburg.

https://www.roanoke.com/news/education/higher_education/virginia_tech/amazon-s-impact-hundreds-of-new-jobs-higher-enrollment-at/article_103e28e5-e03c-5a24-b28f-5a7e5479e320.html

A couple of key excerpts from the above article are quoted below:

“Over the next five to eight years, Tech plans to grow its undergraduate enrollment in computer science and related fields by 2,000 as well as add 130 more faculty jobs.

It's growth that will be “transformative for the region,” Tech President Tim Sands said.”

...

“The school has already begun increasing the number of students in high tech fields, adding about 100 students to the College of Engineering each year for the last several years, Ross said.

“This continues the trajectory we’ve been on,” Ross said.

That growth has prepped for more new students, she said.

Tech’s Department of Computer Science looks to take on a large share of the growth. Currently, Tech graduates about 300 computer science students a year. The goal is to double each cohort in the next five to eight years, said Department Head Cal Ribbens.”

...

The university’s goal has been to increase enrollment to 30,000 undergraduate students on the Blacksburg campus by 2022 under Sands.

“This gives us some direction, some focus,” Sands said.

Tech’s undergraduate enrollment is currently 27,140, according to the school’s factbook, and Blacksburg and the Tech campus will be prepared for the fresh influx of students, Sands said.

The opportunity to direct these new residents of Blacksburg where to go and plan for the future today should not go unheeded.

Location, Location, Location

Giving people a chance to live as close as possible to where they learn, where they shop, where they play, and where they eat is the best kind of planning. The Standard at Blacksburg is ½ mile from the intersection of Turner and N. Main Street along the sidewalk on N. Main Street. A leisurely 10 minute walk to the Moss Center for the Arts located at that intersection. Another 5 minutes gets you to College Street and dinner at The Cellar or Souvlakis. And a final 5 minutes gets you to the Library on campus. Within that 20 minute walk is just about everything you need. The walk from The Standard at Blacksburg to all of the Academic buildings on the North side of the drillfield is shorter than it is to walk from Lane Stadium to those same Academic buildings.

North Main Street from Progress to Patrick Henry is about as eclectic a stretch of street as you can find in Blacksburg. North Main Street has seen a revitalization of sorts with projects including Campus Automotive, the ReMax building, Maaco, and Main and Henry Extended Stay. Balancing this new construction are some older anchors along N. Main Street that add to the fabric that is Blacksburg including Blacksburg Feed and Seed, Moog, and the Chocolate Spike. With that said, there are opportunities for redevelopment along N. Main Street including the proposed Standard at Blacksburg encompassing the Laundromat, Prices Chevron, and multiple single family student rental properties.

Another consideration is that N. Main Street within this corridor is a 4 lane road. Town Staff and Council have a corridor study on their radar and a road diet may be considered in the future. The reduction of principal entrances proposed by The Standard will serve to improve a road diet should that take place.

Significant commercial square footage.



This project is proposing a single large volume of 13,800 sq. ft. of commercial space available for a single tenant. This opportunity is not available anywhere else in Blacksburg and will allow for occupation by a small grocer, soft goods retailer, or other larger scale commercial user that could close the loop on everything one needs being within a 20 minute walk. One of the attractive features of The Standard is this commercial square footage paired with over 800 potential customers just steps away. These residents will also provide business to Abby's Restaurant, Domino's Pizza, Campus Automotive, Maaco, Rocket Music, and other businesses within the neighborhood.



The Standard at Blacksburg

COMPREHENSIVE PLAN ANALYSIS

I. Introduction

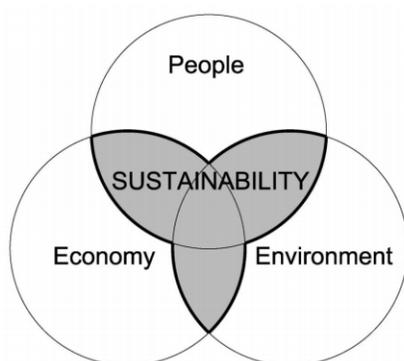
Any development within the Town of Blacksburg is viewed by the Town Council, Planning Commission, Town Staff, and Citizens through the prism of the comprehensive plan. The following narrative and analysis will address points within the comprehensive plan and discuss how the proposed development aligns with the vision, goals, and objectives of the comprehensive plan. Please note that below are excerpts from the adopted 2016 Comprehensive Plan and one should refer to the Plan for the full text.

The subject property is identified in the Comprehensive Plan as having a future land use of High Impact Commercial and Medium Density Residential. In addition to those designations, a mixed-use bubble overlays the portion of the property designated as high impact commercial. The proposed development will provide a cohesive development that combines commercial uses with residential living in a true mixed-use development.

II. Policy Chapters

A Sustainable Community

The Town of Blacksburg's chapter on being a sustainable community discusses balancing economic vitality, environmental stewardship, and the well-being of citizens. A Venn diagram is provided in this chapter as shown below:



This project serves to further this intersection in a way that might not seem immediately clear. The North Main Street corridor is an urban developed environment. Infill development within this corridor will serve to limit the expansion of development into other less urban or even undeveloped areas of town that may contain sensitive environmental habitats, inadequate utilities, inadequate transportation infrastructure, or other factors that require additional impacts to provide the same economic impact. Economic impact is needed within the North Main Street

corridor. One thing all businesses need is customers. The ability to bring a critical mass of residents within walking distance of commercial opportunities only serves to strengthen the ability of those commercial spaces to thrive.

Environment

The Town of Blacksburg's chapter on the Environment is subtitled "Preserving Blacksburg's Abundant Natural Resources". It might not seem relevant to this project; however, infill development providing vertical construction and parking within a structured facility is contributing to the preservation of resources in other areas of the Town.

The current subject property has been developed for some time and contains existing land development conditions with no storm water management. This includes no site contributions towards water quantity or quality control as now required within the Town limits. Existing sites on the subject property contribute to downstream pollution and unnecessary sedimentation.

The proposed development will meet or exceed today's storm water management requirements.

Excerpt from the Environment chapter of the Town of Blacksburg's 2016 Comprehensive Plan:

The Town of Blacksburg owns and operates a Municipal Separate Storm Sewer System (MS4), which releases stormwater to our local creeks and waterways. Therefore, the Town must obtain a National Pollutant Discharge Elimination System (NPDES) permit and maintain a stormwater management program. Adherence to the permit conditions and the plan is regulated by the Virginia Department of Conservation and Recreation (DCR). Recent additions to the NPDES permit require that the Town actively work towards implementation of programs, evaluations and best management practices to reduce the designated pollutant contribution to a creek's impairment.

The Town is accountable for a sediment load reduction via waste load allocation set for the Stroubles Creek watershed. This project will further the meeting of that allocation by the implementation of new technology for storm water management. See the proposed Storm Water Management Concept Plan for the project submitted with this rezoning application.

EN.27. Implement the BMPs required in the MS4 Program Plan.

Discussion – This project will utilize the latest BMP technology to meet or exceed the Town’s SWM requirements.

Jobs & Housing

Housing

Housing Market Challenges

Enrollment at Virginia Tech has increased, but the availability of on-campus housing for undergraduate students has remained fairly constant, with approximately 9,000 students housed on-campus. The result is an influx of students inundating the local housing market, sometimes adversely impacting traditional owner-occupied neighborhoods, particularly in lower-income areas, which have housed the service sector workforce of the community.



Lifestyle conflicts between students and non-students, particularly in neighborhoods immediately surrounding University areas, can create tension. Student demand for off-campus housing also has inflated the cost of available rental property and land values, eliminating much of the affordable housing stock in Town. Other Town concerns regarding off-campus student housing and rental properties include poor property maintenance, absentee landlords and over-occupancy in dwellings. These challenges plague some areas, contributing to deteriorating housing and property conditions, especially noticeable in the Blacksburg Historic District. Demand for off-campus housing also increases demands for and stresses on parking, streets, and utilities.

Discussion – As noted above, the student housing market continues to add stress to traditional owner-occupied neighborhoods. The Standard at Blacksburg development will serve to create additional housing opportunities in an existing multi-family residential area adding to the available multi-family housing inventory. This will allow young professionals and families to potentially reclaim the traditional neighborhoods. Because the project is self-contained, well-managed, and planned with its adjacent neighbors in mind, it will serve to eliminate further lifestyle conflicts between students and non-student neighborhood areas. The project will offer superior amenities. Additionally, the proffer of full time on site management will ensure efficient and effective oversight of the property and curtail any

negative outcomes. This project will place the housing demand in the location where there are ample services to meet demands for parking, utilities, bus service, etc.

J&H.48. Plan for the housing demands of a changing and diversifying population.

Discussion – We have seen the Town of Blacksburg change over the years as the population has grown and diversified. As can be seen along the N. Main Street corridor by the number of single family ranch homes representing a bygone era. These homes have



been taken over as student rentals and while they continue to produce an income stream for their owners, they contribute minimally to the streetscape or tax base while also providing an economic barrier to redevelopment as these properties provide an extremely reliable income stream with minimal additional investment required of the absentee owners. Residents of

Blacksburg and in other growing areas have a strong desire to live within close proximity to the assets that add value to a community such as jobs, entertainment, dining, services, and education. The Standard at Blacksburg will serve the growing housing demands while serving a diverse population.

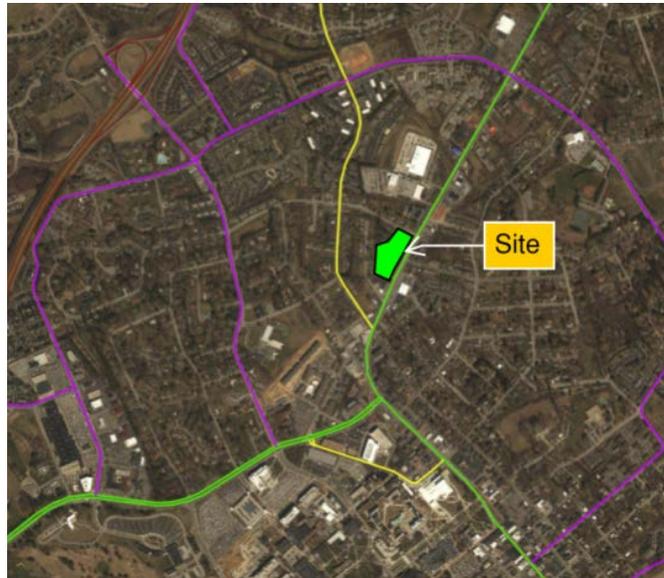


Transportation

Transportation

GOAL – Provide an interconnected, multi-modal transportation system that is safe and efficient, serves a diverse population, and supports land use.

Discussion – The Standard at Blacksburg plan to provide an appropriate land use where the Town’s transportation system is most robust. N. Main Street is a Minor Arterial. One of only 2 within the Town limits of Blacksburg.



T.10 Complete the construction of a connected sidewalk system:

- ◆ Include sidewalks on both sides of the road in all publicly-funded, new road construction projects
- ◆ Require the inclusion of sidewalks or multi-purpose trails in all new subdivisions
- ◆ Consider requiring sidewalks on both sides of the street in infill areas with high pedestrian traffic
- ◆ Minimize curb cuts
- ◆ Pursue new sources of funding for sidewalks
- ◆ Ensure the sidewalk system is ADA accessible

Discussion – This project will eliminate 8 curb cuts along N. Main Street and replace them with 1 new curb cut into the proposed parking structure. Sidewalks along the property frontage will be rebuilt to be in compliance with ADA standards.

T.13 Remove utility poles and other obstructions from sidewalks.

Discussion – This project will eliminate numerous overhead electric lines across N. Main Street improving the aesthetic of N. Main Street and the pedestrian environment along N. Main Street. The developer will coordinate with the appropriate utility companies to place the existing overhead lines along the project frontage on Broce underground.

T.14. Continue implementation of Bike Blacksburg by:

- Achieving the League of American Bicyclists' bronze-level Bicycle Friendly Community (BFC) designation within 2-3 years
- Implementing improvements along designated bicycle routes according to the matrix for recommended facilities
- Maintaining an up-to-date inventory of existing bicycle facilities
- Educating citizens on bicycle safety and encouraging ridership
- Considering Town Code changes to promote bicycle activity.

T.15. Develop and implement a comprehensive bicycle parking program throughout the Town and in coordination with Blacksburg Transit to install covered bicycle racks at public sites and commercial and residential locations, as well as to coordinate with Montgomery County and the New River Valley Planning District Commission for bicycle and pedestrian connections throughout the region.

Discussion – This project will serve to encourage additional bicycle utilization within the Town and add to alternative modes of transportation within the Town through the implementation of 1 bicycle parking space per bedroom within the development. The majority of bicycle parking will be indoors and secured.

T.21. Enhance transit accessibility and convenience; lower parking demand, energy use, and air pollution by reducing traffic on local roads; and educate the community on the positive environmental impact from using public transit in order to encourage its overall use throughout the Town.

T.26. Increase the number of covered bus shelters and covered bike parking provided at transit stops where appropriate.

Discussion – The location of the proposed project and the two existing transit stops will take advantage of the transit accessibility within the Town of Blacksburg lowering parking demand, energy use, and air pollution. Discussion with Blacksburg Transit resulted in an enhancement of one of the stops into a pull-off stop with shelter encouraging transit use.

T.49. The development review process ensures:

- Surface parking facilities are landscaped and appropriately lighted
- Structured parking facilities are designed to minimize the visual impact of the bulk of the structure and the horizontal appearance of a parking deck
- New parking lots minimize impacts on stormwater

Discussion – The proposed facility is providing a structured parking facility that will be designed to minimize the visual impact of the structure.

Utilities

Public Wastewater System

U.8. Provide a resilient, sustainable and cost-effective public wastewater service that is in conformance with all state and federal regulations.

- Decrease the amount of inflow and infiltration (I/I) within the system before peak flows exceed pipe capacity.

Discussion – The subject property consists of multiple aged properties including older single family homes that have been converted to student rentals. The plumbing on these properties is showing its age and presents a lot of opportunity for (I/I) issues. The Town has been experiencing capacity issues along N. Main Street both upstream and downstream of the proposed project. The elimination of large peak flows induced by rainfall events will serve to advance the Comprehensive Plan.

Solid Waste Management & Recycling

U.12. Promote and expand waste reduction, reuse, and recycling locally and regionally by citizens, government and private businesses.

Discussion – This project will centralize waste collection and promote recycling by providing a recycling bin at each level of the project. This will encourage residents to recycle when the otherwise might not serving to reduce the solid waste load.

Electrical Services and Natural Gas

U.18. Regarding underground utilities:

- Require that new installations of utilities in developments be constructed underground.

Discussion – This project will serve to eliminate multiple aerial utility crossings of N. Main Street as well as an overhead line along Broce Drive. All overhead lines will be removed or placed underground in keeping with the goal of the Comprehensive Plan. This will greatly improve the visual aesthetics of this section of the North Main Corridor.

IV. Land Use

Community Character Principles

CCP 2. Lifestyle conflicts are inherent in a college town, where neighborhoods may have a mix of students and non-students. Students moving into established neighborhoods may have different expectations than neighbors with regard to noise, upkeep, parking, and occupancy. Property management, education and code enforcement can mitigate some of these conflicts. This is an important issue for residents.

Discussion – The Standard at Blacksburg seeks to provide professionally managed multi-family student housing within and adjacent to existing multi-family properties as well as placing downward pressure on existing single family student rentals where the above discussed conflicts are prevalent.

CCP 7. Commercial development should be street-oriented. Pedestrians, bicyclists and transit riders are better served by buildings that meet the street with meaningful street-oriented entrances and vehicular parking located to the side or rear. Parking should not be a dominant feature of the development. There should be clearly defined safe pedestrian routes to buildings and to the public sidewalk system across vehicle travel ways.

Discussion – The Standard at Blacksburg will have all commercial uses oriented to the street encouraging pedestrians, bicyclists, and transit riders easy access to local businesses. The project will also reduce the number of opportunities for vehicular conflict with pedestrians and bicyclists by reducing curb cuts from 8 to 1. Last but not least, the majority of the proposed parking is wrapped and screened from street view by the commercial storefronts and residential on the upper levels of the project.

CCP 9. With limited availability of commercial land, efficient use of the land is critical to provide services to a growing population. Redevelopment of aging commercial centers is the most significant opportunity to meet this need. Residential development should not encroach in these areas unless incorporated as part of a well designed mixed use project.

CCP 12. To serve the needs of the community, support opportunities for commercial development and redevelopment in appropriate locations.

Discussion – The Standard at Blacksburg is a perfect example of the two principles above that should not be overlooked. Multiple older commercial structures that have been repurposed without being refurbished are being removed and replaced with a modern structure utilizing the latest building technology in energy efficiency, materials, and design. Residential development is being incorporated into this well designed mixed use project.

CCP 13. Increasing the safety and efficiency of traffic flow on arterial and collector roads is important in maximizing the functionality of the transportation network. For commercial developments: minimize curb cuts and driveways, add internal connections between adjacent properties and optimize signal timing. For residential developments: design an internal connected street grid system as well as connections to the external street system, along with traffic calming measures.

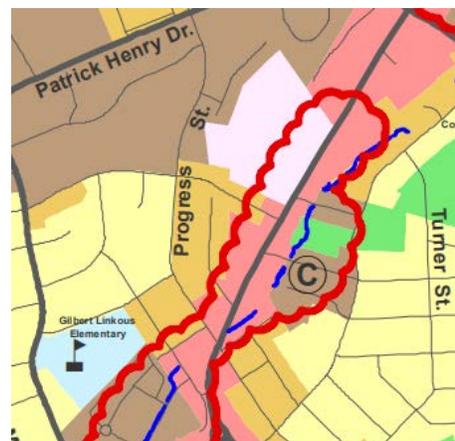
Discussion – This project will minimize the number of curb cuts along the Minor Arterial(N. Main Street) by eliminating 8 curb cuts and replacing them with one.

CCP 14. Transit connections and bus stop facilities are important components to support transit as a viable transportation option in Town. These elements should be part of the design of new developments and be coordinated with Blacksburg Transit regarding service availability.

Discussion – The Standard at Blacksburg is working with Blacksburg Transit to enhance and improve the two existing stops on N. Main Street and incorporate those into the project design. This includes converting one stop to a full pull-off stop with shelter.

This project is contained within the Mixed Use Area C overlay.

Mixed Use Area C is located along North Main Street between Prices Fork and Patrick Henry Drive. A balance of commercial and residential mixed uses is desired to provide a natural transition from the commercial orientation on North Main Street, Prices Fork and Patrick Henry Drive to the adjacent residential uses. Limited vehicular entrances on these arterial streets and landscaping techniques should be implemented to avoid the impression of a strip commercial shopping center.



Discussion - The comprehensive plan lays out specific ideals for these Mixed Use Areas. The Standard at Blacksburg has efficiently implemented a host of these items as highlighted below and taken directly from the Comprehensive Plan.

Key features of any Mixed Use Area include the following:

- a. **Vertically mixed use buildings and, where feasible, a mix of uses horizontally throughout the entire site.**
- b. **Access to mass transit stops with shelters located on the perimeter of the development and, where feasible, internal to the development to serve the area.**
- c. **Internal pedestrian amenities and greenways that connect to mass transit stops and connect externally to the Blacksburg Greenway system. Pedestrian features such as a loop trail around the perimeter of the development are strongly encouraged.**
- d. **Limited entrances to major arterial roads to help prevent additional traffic congestion and to help prevent the appearance of strip commercial shopping centers. On-site vehicular parking should be accommodated without dominating the streetscape or landscape.**
- e. Site design and site layouts that are coordinated with and complemented by other mixed use developments within the Mixed Use Area and to other properties adjacent to the Mixed Use Area. While mixed-use developments may be designed independently of each other, they must function with surrounding developments.
- f. **Arrangement and configuration of buildings, building setbacks and streets that create a sense of spatial enclosure or “outdoor rooms” along key portions of street corridors. The result should be an inviting and attractive built environment that encourages and accommodates people living, working, shopping, and visiting these mixed use areas.**
- g. **A mix of uses, residential and non-residential, within each building and within the development is encouraged. Outdoor activities such as patio dining are encouraged to promote commercial and pedestrian vitality.** Complementary uses, such as daycare and preschool facilities, are supported within the Mixed Use Areas.
- h. **Low Impact Development (LID) techniques and the preservation of existing mature trees and the provision of landscaped buffers within each development.**
- i. Historical and environmentally sensitive sites within a Mixed Use Area that are adequately protected and, where appropriate, incorporated into the site design.
- j. Design styles and features that accommodate and prepare for the Town’s changing population, such as aging in place.

Non-Residential Development Design Equal and careful attention should be paid to the design details of non-residential new development, redevelopment and retro-fitting projects. The two goals of any non-residential development are:

1. Attractive, high quality projects that are compatible with surrounding areas and contribute to the Town's character.
2. Projects that are economically viable and allow the developer to meet his or her client's objectives.

These two goals are not mutually exclusive.

Discussion – This excerpt above from the Land Use Chapter of the comprehensive plan encapsulates The Standard at Blacksburg perfectly. The Standard is going to be of the highest quality incorporating both commercial and residential components as well as the greenest parking that can be constructed, structured.

Land Use Objectives and Policies

LU.4. Explore programs to encourage more construction in Town of EarthCraft certified and U.S. Green Building Council's LEED certified buildings.

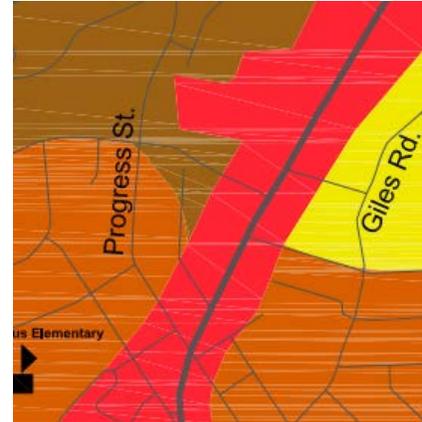
Discussion – The Standard at Blacksburg Development has proffered to construct to meet a National Green Building Bronze Level Standard.

LU.6. Consider the compatibility of development with surrounding uses. Utilize strategies such as landscaping or other buffering techniques along with modification of site design to minimize impacts and facilitate compatibility.

Discussion – The Standard at Blacksburg Development has proffered to provide specific landscaped buffers from key adjacent residential uses. As can be seen on the Master Plan, the project will be enhancing the buffer with the existing restaurant on N. Main Street, providing a buffer for the properties along Broce Drive and Montgomery Street but most importantly providing an aesthetically pleasing and enhanced streetscape along N. Main Street.

LU.15. Use cluster development as a means to enhance the natural environment and for the preservation of open space.

Discussion – The proposed master plan for the development clusters the proposed project on just under 6 acres at the intersection of 3 neighborhood areas – Commercial Areas, Multi-Unit Residential Neighborhoods, and Urban/Walkable Neighborhoods. Increasing the density at this intersection will serve to decrease the development pressures in other areas such as Rural/Undeveloped Areas and Suburban Residential Neighborhoods.



The Standard at Blacksburg

CONCLUSION

The Standard at Blacksburg is a development that raises the bar for multi-family housing within the Town of Blacksburg. The project incorporates improvements including excellent amenities, an upgraded streetscape along N. Main Street, a true mixed use development that delivers customers to the businesses along N. Main Street, buildings constructed to meet a National Green Building standard, a new bus stop shelter, and structured parking for both the residential and commercial uses.

Landmark Properties has made it a point to improve the quality of life for, not only the residents of its communities, but because of the high quality of the development, Landmark provides incentive for existing multi-family projects to raise the standards at their facilities as well. This propagating effect of improvement is to be commended and encouraged.

The Standard at Blacksburg

APPENDICES

- A. Adjacent Property Owners
- B. Town of Blacksburg Letter Regarding Availability of Public Sanitary Sewer & Availability of Water
- C. Legal Description of Property
- D. Letter Regarding Pre-Submittal Meetings with Town Staff
- E. Vicinity Map
- F. Neighborhood Employment & Service Area Map
- G. Future Land Use Map
- H. Existing Property Map / ALTA Survey
- I. Paths to the Future Map
- J. UDA Map
- K. Master Plan
- L. Architectural Plans, Elevations, and Renderings
- M. Community Rules and Regulations
- N. Traffic Impact Analysis (Under Separate Cover)

The Standard at Blacksburg

APPENDIX A ADJACENT PROPERTY OWNERS

PARCEL ID	TAX MAP #	Name of Property Owner	Mailing Address
016265	226- 20 1,2	PROGRESS LLC	505 LINKOUS CIR BLACKSBURG VA 24060
017889	226- 20 3	WAP RENTALS LLC	2592 ELLETT RD CHRISTIANSBURG VA 24073
011720	226- 20 4	MOOK DEAN T, MOOK SARA T	4456 PRESTON FOREST DR BLACKSBURG VA 24060
007626	226- 20 12	DAVIDSON, JACOB DANIEL	718 JOHN CIR SALEM VA 24153
016069	226- 20 13	HAMMOND ROBERT S, HAMMOND LISA A	4901 SALEM RIDGE RD HOLLY SPRINGS NC 27540
010551	226- 20 14	WALKER, GARY	P O BOX 183 BLACKSBURG VA 24063
013824	226- 20 15	JOHNSON BARRY F, DILLE SUSAN E	2195 WOODLAND HILLS DR BLACKSBURG VA 24060
010676	226- A249	KS1 PARTNERSHIP LLC	P O BOX 74728 NORTH CHESTERFIELD VA 23236
010677	226- A248	KS1 PARTNERSHIP LLC	P O BOX 74728 NORTH CHESTERFIELD VA 23236
010678	226- A247	KS1 PARTNERSHIP LLC	P O BOX 74728 NORTH CHESTERFIELD VA 23236
005835	226- 3 7,8	EDWARD & ELEANORE LLC C/O WAYNE AND SUSAN HENSLEY	2704 MT VERNON LN BLACKSBURG VA 24060
018456	226- 3 6	ADAMS, PATRICK JOHN	1012 MONTGOMERY ST BLACKSBURG VA 24060
011402	226- 3 5	KS1 PARTNERSHIP LLC	P O BOX 74728 NORTH CHESTERFIELD VA 23236
004033	226- 3 13	MONTGOMERY STREET LLC	865 S JEFFERSON FOREST LN BLACKSBURG VA 24060
005836	226- 3 12	ECHOLS DENNIS S, ECHOLS PATRICIA K	184 DEERFIELD LN NEWPORT VA 24128-3551
001506	226- 3 10A,11	BECK LISA H, BECK MICHEL A	606 OWENS ST BLACKSBURG VA 24060
006718	226- 3 9,10	VADEN DANNY, VADEN ROBYN	2325 MT TABOR RD BLACKSBURG VA 24060
025595	226-B 1 2	PRESTON ROW LLC	148 RIVER ST STE 205 GREENVILLE SC 29601
014873	226- A229	SMKS MANAGEMENT LLC	500 WESTOVER DR #9090 SANFORD NC 27330

014276	226- A292	PERDUE RAVEN C/O SHIRLEY P PRICE	511 MABRY LN BLACKSBURG VA 24060
014275	226- A294	PERDUE RAVEN C/O SHIRLEY P PRICE	511 MABRY LN BLACKSBURG VA 24060
015492	226- A215	YMCA AT VIRGINIA TECH	403 WASHINGTON ST SW BLACKSBURG VA 24060
010537	226- 15BK A 1	LAFON LAURA LOU	100 LUCAS DR NE BLACKSBURG VA 24060
013613	226- 15BK A 2	NOONKESTER JAMES V	1106 N MAIN ST BLACKSBURG VA 24060
004599	226- A308	CUPP SANDRA C	P O BOX 986 BLACKSBURG VA 24063
026791	226- A310A	INVESTMENT ENTERPRISE GROUP INC	610 N MAIN ST STE 167 BLACKSBURG VA 24060
018765	226- A309	INVESTMENT ENTERPRISE GROUP INC	610 N MAIN ST STE 167 BLACKSBURG VA 24060
025624	226-B 1BLDG C D	PAPPAS COSTAS P DEHASSE MARILYN A	901 ALDRICH PL WOODBRIDGE VA 22191
025628	226-B 1BLDG C H	CHANDLER BETTY S	43 BEACONSDALE LN NEWPORT NEWS VA 23601
025632	226-B 1BLDG C L	PERROTT GEOFFREY A PERROTT KRISTEN M	44285 LORD FAIRFAX PL ASHBURN VA 20147
025621	226-B 1BLDG C A	DYE KELLY M	919 BING LN CHARLOTTESVILLE VA 22903
025625	226-B 1BLDG C E	SOCHA MICHAEL SOCHA LAURA	909 E MONTGOMERY ST BLACKSBURG VA 24060
025629	226-B 1BLDG C I	QUINONES ALEXANDER M	823 EAGLE LN APOLLO BEACH FL 33572
025623	226-B 1BLDG C C	JONES FRANCIS CYRIL JR JONES KAREN FOGG	189 MANASSAS DR MANASSAS PARK VA 20111
025627	226-B 1BLDG C G	ENGLE CHARLES D II ENGLE MARSHA J ETAL	2677 EINSTEIN DR VIRGINIA BEACH VA 23456-8168
025631	226-B 1BLDG C K	ALDRICH ELIZABETH PAGE	3661 SHELLY RD HAYES VA 23072
025622	226-B 1BLDG C B	CHEN DAICHUAN JIANG CHUNXIA	38 N TERRACE MILL CIR SPRING TX 77382-2815
025626	226-B 1BLDG C F	BARKER HARVEY M	2300 WOODLAND HILLS DR BLACKSBURG VA 24060
025630	226-B 1BLDG C J	SIVARAJAN SENTHIL	25819 MEWS TER SOUTH RIDING VA 20152
025598	226-B 1BLDG A B	WARNER JERRY T WARNER PATRICIA H	70 LIME KILN RD CHURCHVILLE VA 24421
025602	226-B 1BLDG A F	YANG ZHENHUAN GENG JING	1000 F PROGRESS ST BLACKSBURG VA 24060
025606	226-B 1BLDG A J	ANDERSON FRANCINE M ANDERSON JERRAN M	4109 FAWN GLEN DR RALEIGH NC 27616

025599	226-B 1BLDG A C	LLORIN LIVING TRUST C/O OSCAR VEGA LLORIN CO TRS	3904 WOODGATE LN VIRGINIA BEACH VA 23452
025603	226-B 1BLDG A G	SCHMID STEPHEN F SCHMID CONCETTA M	437 EISENHOWER ST KNOXVILLE TN 37934
025607	226-B 1BLDG A K	1000 PROGRESS LLC	213 MINOR CIR BLACKSBURG VA 24060
025610	226-B 1BLDG B B	BOBBITT GARY A BOBBITT BRENDA S	538 DOBBINS HOLLOW RD RINER VA 24149
025614	226-B 1BLDG B F	KEENEY RONALD M KEENEY PAULA M	329 SQUIRREL PATH CHARLOTTESVILLE VA 22901
025618	226-B 1BLDG B J	CARTER CHARLES BRISCOE V BYERS ERIN DIANE	212 BRUSH MTN RD BLACKSBURG VA 24060
025611	226-B 1BLDG B C	STEPHEN PARRY KIRKUP TRUSTEE STEPHEN PARRY KIRKUP REV TR	1774 OLD BROOK RD CHARLOTTESVILLE VA 22901
025615	226-B 1BLDG B G	DOUGHTY JEFFREY C DOUGHTY MARGARET M	12606 HOGANS ALY CHESTER VA 23836
025619	226-B 1BLDG B K	HINTON DENNIS PAUL HINTON MICHEL LEE	6 E SANDY POINT RD POQUOSON VA 23662
025597	226-B 1BLDG A A	GIALLORENZO PATRICK A GIALLORENZO CATHY ETAL	2 CONNET LN WHITEHOUSE STATION NJ 08889
025601	226-B 1BLDG A E	ANDREAUS STEVEN B ANDREAUS KIMBERLY H	1000 E PROGRESS ST BLACKSBURG VA 24060
025605	226-B 1BLDG A I	OGRADY EMMETT R OGRADY MAUREEN	820 FREEDOM LN ROSWELL GA 30075
025600	226-B 1BLDG A D	HARRISON CLIFFORD L	1807 DOWNEY ST RADFORD VA 24141
025604	226-B 1BLDG A H	HO YUE-TAK CHENG JOSEPH L	220 PROFESSIONAL PARK DR BLACKSBURG VA 24060-6651
025608	226-B 1BLDG A L	KOLF PETER	21 WERF DR REDDING CT 06896
025609	226-B 1BLDG B A	PICKETT KARYL C PICKETT GERALD F	404 ALGONQUIN CT BLACKSBURG VA 24060
025613	226-B 1BLDG B E	LESSER SEAN LESSER AMIE	5216 N CARLIN SPRINGS RD ARLINGTON VA 22203-1307
025617	226-B 1BLDG B I	STERLING COOPER DRAPER PRYCE LLC	2621 MT TABOR RD BLACKSBURG VA 24060
025612	226-B 1BLDG B D	WINTERS INTERNATIONAL LLC C/O RAYMOND E & ANN S WINTERS	490 CHINQUAPIN TRL CHRISTIANSBURG VA 24073
025616	226-B 1BLDG B H	LECHMANIK LORETTA M LIFE ESTATE BARR SUSAN MARIE ETAL	2216 JAYCEE DR A JOPPA MD 21085
025620	226-B 1BLDG B L	WHITLOCK JANSEN A WHITLOCK MICHELLE L	951 FERNDAL AVE HERNDON VA 20170-3443

The Standard at Blacksburg

APPENDIX B

TOWN OF BLACKSBURG LETTERS REGARDING AVAILABILITY OF PUBLIC SANITARY SEWER & AVAILABILITY OF WATER

January 11, 2019

Mr. John Neel
Via Email: jneel@gayandneel.com

RE: Availability of Public Sanitary Sewer to 1003-1107 North Main Street

Dear Mr. Neel:

Per your request, Town Staff investigated the availability and capacity of public sanitary sewer to the proposed development site on North Main Street from Montgomery Street to Broce Drive.

Public sanitary sewer is located within the right of way of North Main Street in front of the proposed property and is 12 inch PVC.

As requested, the total daily sewer flows for the proposed development have been entered into the Town's sanitary sewer model. Both requested flows, 68,000 gallons per day and 89,000 gallons per day, were entered separately in anticipated of future negotiation of proposed flow values. Both scenarios were evaluated under the 2 year storm and 10 year storm. Under both scenarios with the 2 year storm, the conduit directly following the receiving manhole would be over capacity. No manholes were determined to be over capacity under the 10 year storm.

A downstream sewer capacity worksheet for both of the two proposed daily sewer flows, 68,000 gallons per day and 89,000 gallons per day, has been included.

Since both of the proposed average daily flows for this development are greater than 10,000 gallons per day, the Blacksburg-VPI Sanitation Authority will need to approve the project when the official application is submitted. In addition, since both proposed flows are greater than 40,000 gallons per day, the applicant will need to secure a Certificate to Construct and a Certificate to Operate from the Virginia Department of Environmental Quality.

I trust this letter is sufficient for your needs. If you have any questions or concerns, please contact me at 540-443-1352.

Sincerely,

Margaret Pagington, Town Engineer
Engineering and GIS Department

DATE: January 10, 2019
TO: John Neel
FROM: Lori Lester, Water Resources Manager
TITLE: Availability of Water for Proposed Development, 1100 Block of North Main Street

Water Comments:

- The proposed development at the 1000-1100 Block of North Main Street has water availability on three sides of the project area. North Main Street and Broce Drive have an existing 12" water main and Montgomery Street has an existing 6" water main.
- The Town can provide the minimum required pressure (20psi) at the water meter based on the water demand provided. The applicant should investigate if fire pumps, etc. will be needed to provide adequate pressure/flow to meet building and fire code requirements for multistory buildings.
- The proposed development does not contain sufficient information to confirm the water line design will meet Town standards. Additional water infrastructure may be required to meet Town of Blacksburg Water Standards and Specifications, fire hydrant spacing, waterline loop, Building and Fire Code, etc.

The Standard at Blacksburg

APPENDIX C

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

All that certain tract or parcel of land, lying and being in the Town of Blacksburg, Price's Fork Magisterial District, Montgomery County Virginia, adjoining portions of Broce Drive, N.W., North Main Street and Montgomery Street N.W., and being more particularly bounded and described as follows:

BEGINNING at a rod on the northwest right-of-way line of North Main Street, U.S. route 460 Business, situated approximately 100 feet northeast of the intersection of North Main Street and Montgomery Street N.W., a corner to land now or formerly belonging to Raven Perdue;

THENCE, leaving North Main Street and running with Perdue, North $64^{\circ}57'00''$ West 104.95 feet to a rod;

THENCE, continuing with Perdue, North $25^{\circ}31'29''$ East, 98.82 feet to a rod;

THENCE, continuing with Perdue, North $81^{\circ}58'13''$ West, 65.00 feet to a rod;

THENCE, continuing with Perdue for approximately 25 feet, North $79^{\circ}57'22''$ West 100.20 feet to a rod on the eastern right-of-way line of Montgomery Street, N.W.;

THENCE, running with Montgomery Street, N.W., North $33^{\circ}16'27''$ West, 60.91 feet to a rod;

THENCE, continuing with said street, on a curve to the right, having a radius of 25.00 feet, a central angle of $36^{\circ}16'36''$, an arc length of 15.83 feet, a chord bearing of North $14^{\circ}53'35''$ West and a chord length of 15.57 feet to a rod;

THENCE, continuing with said street, North $02^{\circ}28'52''$ East, 201.16 feet to a rod, a corner to property of KS1 Partnership, L.L.C., being Lot 5, Montgomery Court;

THENCE, leaving Montgomery Street, N.W. and running with KS1 Partnership, L.L.C., South $87^{\circ}27'50''$ East, passing a rod on line at 139.66 feet, a total distance of 150.08 feet to a rod on the centerline of a 20 foot wide alley that was vacated by Town of Blacksburg Ordinance no. 395, recorded in Deed Book 368 at page 307;

THENCE, leaving KS1 Partnership, L.L.C., and running along the centerline of said vacated 20 foot wide alley, and with the westernmost lines of Lots 2 through 6 of the said Kessinger Lots, North $02^{\circ}37'06''$ East, passing a rod at 121.77 feet, a rod at 289.02 feet, a total distance of 371.92 feet to a rod on the line of Lot 15, Snidow Heights, being property now or formerly of Barry F. Johnson and Susan E. Dille;

Thence, continuing with the southern boundary of Snidow Heights, South $61^{\circ}36'08''$ East, passing a rod at 11.21 feet at the end of the east line of the vacated 20 foot wide alley, railroad spike in the base of a 30 inch pine tree 0.25 feet right of the line at 122.09 feet, a rod & cap on line at 187.05 feet, a total distance of 252.19 feet to a pipe at the corner of Lots 12 and 11 of Snidow Heights;

THENCE, running with the common line of said Lots 12 and 11, North $25^{\circ}29'14''$ East 119.79 feet to a pipe on the south right of way line of Broce Drive, N.W.;

THENCE, leaving said Lot 12 and running with Broce Drive, N.W., South $64^{\circ}48'54''$ East, passing a rod at 2.90 feet, a bent rod at 65.00 feet, a total distance of 176.99 feet to a punch mark in a concrete entrance apron;

THENCE, leaving Broce Drive and running with the right-of-way lines of North Main Street as shown in State Highway Plat Book 6 at page 169, South $26^{\circ}16'13''$ West 3.16 feet to a PK nail;

THENCE, continuing with said right-of-way, South $16^{\circ}07'22''$ East 27.04 feet to a PK nail;

THENCE, continuing with said right-of-way, South $30^{\circ}56'50''$ East 119.15 feet to a PK nail;

THENCE, on a curve of the North Main Street right-of-way to the left, said curve having a radius of 5718.08 feet, a central angle of $06^{\circ}29'50''$, a total arc length of 648.41 feet, a chord bearing of South $27^{\circ}40'57''$ West and a chord length of 648.06 feet, passing a rod at an arc distance of 63.22 feet, a rod at a cumulative arc distance of 213.78 feet, a rod at a cumulative arc distance of 363.76 feet, a rod at a cumulative arc distance of 453.60 feet, a rod at a cumulative arc distance of 538.76 feet, to the BEGINNING.

The above describe boundary embraces an area of 5.550 acres, more or less.

The Standard at Blacksburg

APPENDIX D

LETTER REGARDING PRE-SUBMITTAL MEETINGS WITH TOWN STAFF

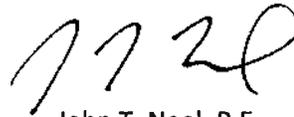
March 1, 2019

To Whom It May Concern:

The Development Team met with the Town of Blacksburg Planning and Engineering Staff for pre-submittal meetings on both October 30, 2018 and February 11, 2019.

If you have any questions, please feel free to contact me.

Sincerely,
Gay and Neel, Inc.



John T. Neel, P.E.
President

JTN/scw

The Standard at Blacksburg

APPENDIX M

COMMUNITY RULES AND REGULATIONS

EXHIBIT C

RULES AND REGULATIONS

Any and all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Housing Contract to which this Exhibit C is attached (the “Contract”). Resident acknowledges that Landlord shall have the right to assess reasonable charges for violations of these Rules and Regulations, and Resident shall pay such charges to Landlord in accordance with the Contract, even if the exact amount of any particular charge is not listed below or in the Contract. All of the Rules and Regulations shall apply to Resident’s guests, and Resident shall be responsible for ensuring that Resident’s guests comply with the provisions of this Exhibit C. Any reference to “Resident” in the below provisions shall apply equally to Resident’s guests.

1. FACILITY.

a. Resident shall use the driveways, sidewalks, courtyards, passages, stairs or halls of the Facility for purposes of ingress and egress only. Resident shall not obstruct (or allow or cause bicycles, vehicles or other items to obstruct) the driveways, sidewalks, courtyards, passages, stairs or halls of the Facility.

b. Resident may not distribute, post, or hang any signs or notices in any portion of the Facility (other than the Bedroom and the Unit in accordance with these Rules and Regulations).

c. Resident shall not leave bicycles in any area of the Facility, except on bicycle racks provided by Landlord (if any) in Landlord’s sole discretion.

d. Motorcycles, motor scooters, mopeds, or other vehicles with internal combustion engines are prohibited in any building within the Facility.

e. Team sports such as football, baseball, basketball, kickball, soccer, dodgeball, volleyball, etc. shall be limited to the designated areas (if any) only. In no event shall such sports be played in parking areas or the pool area.

f. Resident shall not move or remove any furniture provided by Landlord in the Facility Common Areas. Moving or removing such furniture will be considered disorderly conduct or theft, and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.

g. Use of the Facility Common Areas (including, but not limited to, the Amenities) shall be limited to Resident, Resident’s guests, and the other residents (and other residents’ guests) of the Facility. Guests of residents using the Facility Common Areas and/or the Amenities must be accompanied by Resident at all times. If Resident’s guest is sixteen (16) years of age or younger, such guest must be accompanied by a parent or guardian at all times. Landlord shall have the right, in its sole discretion, to prohibit Resident’s guests from using the Facility Common Areas and/or the Amenities.

h. All household trash and garbage must be placed directly in (and not around or in the vicinity of) the applicable trash chute, bin, dumpster, or compactor located within the Facility. In no event shall Resident dispose of any furniture, boxes, or construction debris in any of the trash receptacles provided by Landlord or elsewhere within the Facility. Resident shall not leave such trash and refuse in the Bedroom, the Unit, or other portions of the Facility. Landlord reserves the right to charge Resident the Garbage Removal Fee, or such other fee as is reasonable under the circumstances, as determined by Landlord. In addition, Resident shall be liable for the cost of any additional clean-up or repairs required as a result of any violation of this provision.

i. Resident shall not operate any business within the Facility, including without limitation, a childcare service.

2. BEDROOM AND/OR UNIT

a. Resident shall not place any signs in the Bedroom or the Unit that are visible from the exterior of the building in which the Bedroom and the Unit are located. All draperies, drapery linings, shutters or blinds visible from the exterior of the Unit must show white or off-white. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place. Neon or flashing signs cannot be displayed in any window.

b. Resident shall keep clean and uncluttered the patios and balconies that are a part of the Bedroom and/or the Unit. Resident shall not hang (or allow to be hung) garments, rugs or any other items from any exterior of the Bedroom or the Unit (including, without limitation, windows, patios, and balconies). Resident shall not throw, drop or hang any item out of the windows of the Bedroom or the Unit, or off the balconies or patios of the Bedroom and/or the Unit. Resident shall not use the patios or balconies for storage purposes. Resident shall not fence in, wire, or otherwise enclose the patios and/or balconies. Furniture on the balconies and patios of the Bedroom and/or the Unit shall be limited to furniture designed for outdoor use. Resident shall be subject to a written warning, fine, or both for violation of this provision, in addition to any clean-up costs or repairs required as a result of any violation of this provision. Landlord reserves the right to deny placement of items deemed inappropriate on or about Resident’s Unit.

c. Resident may place a welcome mat in front of entry to the Unit; provided, however, in no event shall Resident place a rug or carpet remnant in front of the entry to the Unit.

d. Resident shall not install (or cause to be installed) any electrical or telephone wiring in the Unit or in any portion of the Facility.

e. Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used by Resident only for the purpose for which they were constructed. Sweepings, rubbish, rages, ashes, grease, and other foreign substances shall not be thrown in any plumbing apparatus.

f. Except in the case of a fire, Resident shall not trigger the overhead sprinkler system in the Unit (if applicable). Resident acknowledges that a simple depression of the sprinkler head will result in a total draining of water from the overhead sprinkler system. To the full extent permitted by applicable law, Landlord shall not be liable for damages incurred if the overhead sprinkler system is triggered. If the overhead sprinkler system is triggered, Resident shall be subject to a written warning, the Sprinkler Fine, or both, in addition to any clean-up costs or repairs required as a result of any violation of this provision.

3. **PROHIBITED ITEMS.** Resident shall not bring any of the following items into the Bedroom, the Unit or any other areas of the Facility: (a) any construction barriers, cones, street signs, newspaper machines, or other stolen property, (b) darts or dart boards (c) liquid-filled furniture (including, without limitation, waterbeds, hot tubs or spas), (d) hazardous or dangerous substances and chemicals (including without limitation automobile batteries, gasoline, acids and other dangerous chemicals), (e) fireworks, fire crackers, or other explosives, (f) weapons (including without limitation pistols, rifles and other firearms, BB guns, paint pellet guns, numchucks and switch blades), (g) major appliances not provided by Landlord (including without limitation washers, dryers, and dishwashers), (h) live-cut Christmas trees, wreaths or other live decorations, (i) pool tables, (j) hot plates, candles, halogen lamps, space heaters, cooking grills, lighter fluid, or any other item that has a heating element or open flame, (k) aerials, masts or other short wave radio transmitting equipment, or (l) satellite dishes.

4. **ALTERATIONS TO UNIT.** Resident shall not modify any portion of the Unit (including, without limitation, the ceilings, floors, walls, shelves, closets) in any manner without Landlord's written consent, which consent shall be granted or withheld in Landlord's sole discretion. Resident shall not place any decals, stickers or other adhesive materials on walls, windows or other surfaces of the Bedroom or the Unit. Posters shall be secured to the walls with push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using the proper picture-hanging hooks that do not penetrate through the dry wall boards. Resident shall not change the structure or appearance of the patios of balconies in the Bedroom and/or the Unit in any manner.

5. **PETS.** No pets, with the exception of guide animals and fish (in a fish tank or container no larger than fifteen (15) gallons) shall be permitted in the Bedroom, the Unit, or anywhere else on the Facility unless and until (a) Landlord has approved the pet (which approval shall be granted or withheld in Landlord's sole discretion), and (b) Landlord and Resident have executed an Animal Addendum (a copy of which is available at the Management Office). If Resident violates the terms of the preceding sentence, the following shall apply: (a) for the first (1st) violation, Landlord will issue Resident a written warning specifying the complaint, the Pet Violation Fee (First Violation) will be assessed against Resident, and Resident shall immediately remove the pet from the Facility; and (b) for each additional violation, the Pet Violation Fee (Additional Violation) will be assessed against Resident, Resident shall immediately remove the pet from the Facility, and (c) at the option of Landlord for any violation, there shall be an immediate Event of Default under the Contract. In addition to the Pet Violation Fee (First Violation) and Pet Violation Fee (Additional Violation), Resident shall be responsible for all costs and expenses related to a violation of this provision (including, but not limited to, cleaning and/or replacing carpet and pest control treatment).

6. **UTILITIES:**

a. **IF RESIDENT CONTRACTS FOR UTILITIES:** Resident must cause all Resident Utilities (as such term is defined in the Utilities Addendum) except cable television, telephone services and/or internet services (to the extent such services are Resident Utilities under the Utilities Addendum) to remain active, even during university holidays. For all periods during freezing weather, unless Landlord instructs otherwise, Resident must, twenty-four (24) hours per day, (i) keep the Unit heated to at least sixty degrees Fahrenheit (60°F), (ii) keep cabinet and closet doors open, and (iii) drip water from all faucets. Resident shall be liable for all damages incurred in connection with a violation of this provision, including, but not limited to, damages caused by broken pipes.

b. For the duration of the Contract Term, Resident shall replace, at Resident's expense, the light bulbs (60-watt bulbs maximum) in the Unit. Colored bulbs are not allowed in any light fixture visible from the exterior of the Unit.

7. **INTERNET POLICY.** Resident's use of internet services and network access (collectively, the "Internet Services") in the Facility is subject to the following terms and conditions:

a. Resident may not use the Internet Services in a manner that inordinately drains bandwidth, such as hosting one or more web sites, operating peer-to-peer file-sharing software, or running one or more servers directly from the Unit.

b. Resident may not use the Internet Services to operate an Internet-based business.

c. To the fullest extent permitted by law, Resident acknowledges and agrees that Landlord is not liable to Resident for any losses incurred as a result of day trading, e-commerce, or other financial transactions and activities engaged in by Resident using the Internet Services. If Resident uses the Internet Services to engage in any of these activities, Resident acknowledges and agrees that Resident does so at Resident's own risk.

d. Resident shall not install network devices, whether wireline or wireless, to enable any person who does not reside in the Unit to access the Internet Services. Any wireless network device installed by a Resident must comply with applicable FCC rules and regulations, and must not interfere with the Internet Services or wireless systems operated by Landlord or any service provider at the Facility.

e. To the extent that Landlord provides the Internet Services via a third party service provider, the following provisions shall also apply:

i. In connection with the Internet Services, the applicable service providers may need to access the Unit. Such service providers shall be permitted to enter the Unit in accordance with the provisions of the Contract.

ii. Resident shall not damage the equipment provided in connection with the Internet Services, and agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, demands, costs, expenses, and causes of action arising out of, or in any way relating to, actions or inactions by Resident, including, but not limited to, any amounts Landlord is required to pay to the applicable service provider to cover the costs of any such damage.

iii. Landlord reserves the right, at any time and for any reason or no reason, to: (i) switch service providers, (ii) change the quantity and quality of the Internet Services, or (iii) discontinue Internet Services.

iv. If any sums due under the Contract are delinquent, to the extent permitted by applicable law, Landlord shall have the right to request that the applicable service providers interrupt or terminate Internet Services to the Unit (even if Resident subscribes services beyond those provided by Landlord) until Resident pays all outstanding sums.

v. Resident shall: (1) install, operate, and regularly update anti-virus software on Resident's computer; and (2) install and regularly update any operating system patches available for the operating system running on Resident's computer. If, as a result of any failure to comply with the preceding sentence, the Internet Services provider's ability to provide the Internet Services to Resident or others at the Facility is adversely affected, Resident may be disconnected from the Internet Services until such time as Resident demonstrates to the Internet Services provider's reasonable satisfaction that Resident's computer is free of viruses and the operating system is updated.

8. FIRE SAFETY

a. Landlord may, but shall not be obligated to, provide barbeque grills in the Facility Common Areas. No other grills or hibachis are permitted in the Facility (including, without limitation, in the Units or the Unit Common Areas). Resident is responsible for any damage caused by improper use or violation of this rule and fines imposed pursuant to applicable law.

b. Resident shall not tamper with, interfere with, or damage any alarm equipment and/or installations.

c. Resident shall use fire warning devices and safety equipment only in an emergency situation. In the event of an alarm, Resident shall vacate the Unit immediately, and shall not return until instructed by the appropriate officials to do so. Residents who do not vacate their units during an alarm shall be subject to disciplinary action and/or a fine. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and an immediate Event of Default under the Contract.

d. Landlord will furnish smoke detectors as required by applicable law. For the duration of the Contract Term, Resident shall test the smoke detectors on a regular basis and pay for and replace batteries as needed, unless applicable law provides otherwise. Landlord may replace dead or missing batteries at Resident's expense, without prior notice to Resident. **RESIDENT SHALL NOT INTENTIONALLY DAMAGE, DISCONNECT, BLOCK, OR COVER THE SMOKE DETECTOR OR REMOVE A BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY, AND RESIDENT SHALL IMMEDIATELY REPORT SMOKE DETECTOR MALFUNCTIONS TO LANDLORD. FAILURE TO COMPLY WITH THE FOREGOING SHALL BE CONSIDERED AN IMMEDIATE EVENT OF DEFAULT UNDER THE CONTRACT AND SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESULT IN RESIDENT BEING LIABLE TO LANDLORD FOR ALL FINES INCURRED BY LANDLORD UNDER APPLICABLE LAW, ALL COSTS AND DAMAGES INCURRED BY LANDLORD AS A DIRECT OR INDIRECT RESULT OF THE INOPERATIVE SMOKE DETECTOR, AND THE SMOKE DETECTOR FINE.**

e. Smoking is prohibited in all areas of the Facility. The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, electronic/vapor cigarette, tobacco product, marijuana product, illegal drug, or other product in any manner or in any form. Any violation of this provision shall, at the option of Landlord, be an immediate Event of Default under the Contract. Resident shall also be responsible for the costs and expenses of cleaning and/or replacing carpet, furniture, or any other item due to any damage caused by a violation of this provision.

9. **KEYS; LOCK-OUTS.** Resident shall not change the locks to the doors of the Unit or the Bedroom. If Resident requests that Landlord change the locks to the Bedroom, the Unit and/or the mailbox, the Lock Change Fee will be assessed to Resident. In the event of a lockout, Resident shall contact the Management Office. Landlord may, but is not obligated, to provide after-hours lockout service and, if so provided, the After-Hours Lockout Fee shall apply. **In the event of an emergency, Resident should call 9-1-1.**

10. PARTY GUIDELINES

a. All parties/gatherings of fifteen (15) or more guests must be registered with Landlord. Registration of parties/gatherings does not release Resident from any of its obligations under the Contract, these Rules and Regulations, or any other exhibits or addenda attached to the Contract. No party of fifteen (15) or more guests may take place outside Resident’s Unit at any given time or the party will be shut down.

b. All parties shall be held in accordance with local laws and ordinances.

c. The following shall apply to complaints concerning Resident’s violation of this Section 10:

1 st complaint:	A written warning will be issued and the party will be shut down.
2 nd complaint:	A \$100.00 fine will be assessed against Resident and the party will be shut down.
3 rd complaint:	A \$200.00 fine will be assessed against Resident and the party will be shut down.
4 th complaint:	A \$300.00 fine will be assessed against Resident, the party will be shut down and Resident will become subject to eviction.

d. Any violation of this provision may be considered an immediate Event of Default by Landlord.

11. **HAZING.** Hazing by any club, group, organization or individual on any portion of the Facility (including the Bedroom or the Unit) is strictly forbidden. Hazing includes any act that injures, degrades, or disgraces, any person. Pledging activities are prohibited in any portion of the Facility.

12. **DRUGS.** Illegal drugs and drug paraphernalia are prohibited in all areas of the Facility, including the Units. Resident shall not possess, manufacture or sell illegal drugs in any portion of the Facility, including the Units. The term “drug paraphernalia” includes, but is not limited to, bongs, hash pipes, blow tubes, vaporizers, and water pipes.

13. SERVICE REQUESTS

a. **RESIDENT SHALL CALL 9-1-1 IN CASE OF FIRE AND OTHER LIFE-THREATENING OR PROPERTY-THREATENING SITUATIONS.**

b. Landlord offers responses to emergency service requests twenty-four (24) hours per day, seven (7) days a week. For after-hours emergencies, Resident shall call the Management Office’s answering service at the Facility, or such other phone number as provided by Landlord from time to time, and leave a message (i) identifying the affected Unit, (ii) explaining situation and the requested action, and (iii) providing the best contact number for Resident. If the Management Office determines, in its commercially reasonable discretion, that (x) the situation requires immediate attention, the Management Office will contact the proper service personnel, or (y) the situation does not require immediate attention, the Management Office will address the situation during normal business hours. For non-emergency service requests, Resident shall call the Management Office during normal business hours or place a work order online. Resident shall not enter into a contract with an outside vendor for service to the Unit, the Bedroom or the Facility without Landlord’s consent, which consent shall be granted or withheld in Landlord’s sole discretion.

14. NOISE.

a. Resident may not may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radios, phonographs, television sets, amplifiers and other instruments or devices may not be used or played in such a manner as may constitute a nuisance or disturbance to other residents. Accordingly, the following shall apply to complaints concerning Resident’s violation of this provision:

1 st complaint:	A \$50.00 fine will be assessed against Resident.
2 nd complaint:	A \$100.00 fine will be assessed against Resident.
3 rd complaint and any subsequent complaint:	A \$200.00 fine will be imposed and Landlord may, at its discretion, declare an Event of Default under the Contract.

b. Neither Resident nor Resident’s guests may use the Facility Common Areas, including without limitation, the parking facilities, in a manner that interferes with the use and enjoyment of other residents.

c. Any general noise disturbances (*i.e.*, noise from pool music, parties, machinery, etc., should be reported to the Management Office (during business hours) or the answering service (after hours)). If after normal business hours, the answering service will contact the appropriate personnel to handle the disturbance

15. **Amenities.** To the extent available at the Facility, the following provisions shall apply to and govern the use of following specific Amenities:

a. **Pool:** The Facility may be equipped with a pool. Resident hereby acknowledges that, unless required pursuant to applicable law, no lifeguard will be present at the pool, and Landlord shall not be obligated to supervise the pool, or cause the pool to be supervised. To the fullest extent permitted by applicable law, Resident's use of the pool is at Resident's sole risk. Resident shall abide by, and shall cause its permitted guests to abide by, below-listed rules applicable to the pool, as well as any additional rules posted by the pool:

- i. Resident shall follow all rules posted in the pool area. In the event of a conflict between this Section and the rules posted at the pool area, the rules posted at the pool area shall govern and control.
- ii. Resident shall not be permitted to have any more than one (1) guest in the pool area at any given time.
- iii. No glass containers or alcoholic beverages are permitted in the pool area at any time.
- iv. **NO DIVING IS PERMITTED.**
- v. Access to the pool area is permitted during the posted hours of operation only.
- vi. No pets are permitted in or around the pool area.
- vii. Landlord reserves the right to prohibit any person from using the pool or accessing the pool area at any time.

b. **Fitness Center:** The Facility may be equipped with a fitness center (the "**Fitness Center**") which contains a variety of fitness-related machines and equipment (the "**Fitness Equipment**"). Resident shall abide by all rules posted at the Fitness Center. To the fullest extent permitted by applicable law, use of the Fitness Center and the Fitness Equipment is at Resident's sole risk. In no event shall any of Resident's guests be permitted to use the Fitness Center or Fitness Equipment.

c. **Tanning Bed:** The Facility may be equipped with a tanning facility (the "**Tanning Facility**") which contains one (1) or more tanning beds or other sunless tanning devices (each, a "**Tanning Device**" and collectively, the "**Tanning Devices**"). Resident shall abide by the following rules applicable to the Tanning Facility, as well as any and all additional rules posted at the Tanning Facility: (i) Resident shall use protective eyewear at all times when using any Tanning Device; (ii) Resident shall utilize a Tanning Device no more than one (1) time in any twenty-four (24) hour period; (iii) Resident shall obtain approval from a physician prior to using any Tanning Device if Resident is pregnant, Resident has a history of skin problems, or Resident is taking prescription or over-the-counter drugs; and (iv) Resident shall comply with all applicable laws regarding the use of Tanning Devices. In no event shall any of Resident's guests be permitted to use the Tanning Facility or any Tanning Device. **RESIDENT ACKNOWLEDGES AND AGREES THAT (I) THE FAILURE TO WEAR PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR PERMANENT INJURY TO RESIDENT'S EYES, AND (II) EXPOSURE TO ULTRAVIOLET LIGHT CAN CAUSE RESIDENT'S SKIN TO BURN, AND MAY RESULT IN PREMATURE AGING OR SKIN CANCER. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ AND UNDERSTANDS THE RULES AND WARNINGS STATED ABOVE, AS WELL AS ANY OTHER WARNINGS REQUIRED BY APPLICABLE LAW WITH RESPECT TO TANNING EQUIPMENT OR FACILITIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE TANNING FACILITY AND THE TANNING DEVICES IS AT RESIDENT'S SOLE RISK. WITHOUT LIMITING THE FOREGOING, RESIDENT HEREBY EXPRESSLY ASSUMES THE RISK FOR ANY INJURY (INCLUDING DEATH), SICKNESS (INCLUDING CANCER) OR ACCIDENT WHICH RELATES TO THE USE OR THE MISUSE OF THE TANNING DEVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESIDENT HEREBY RELEASES LANDLORD AND THE LANDLORD PARTIES FROM ANY AND ALL CLAIMS AND/OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO (I) THE TANNING FACILITY AND/OR THE TANNING DEVICES, (II) RESIDENT'S USE OR MISUSE OF THE TANNING FACILITY AND/OR THE TANNING DEVICES, AND (III) THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR LANDLORD PARTIES WITH RESPECT TO THE TANNING FACILITY AND/OR THE TANNING DEVICES.**

d. **Juliette Balconies:** Resident acknowledges that the Unit may be equipped with one or more decorative balconies with narrow ledges and decorative railings. Resident acknowledges that, although the doors to the balconies open, the balcony is not designed to bear weight. Resident agrees that he/she will not (and shall inform Resident's guests that they may not) stand on the balcony, bear weight on the balcony, lean on the railings of the balcony, or hang over or off of the balcony in any manner. Resident hereby assumes the risk (on behalf of himself/herself and Resident's guests) of having a Unit equipped with one or more balconies. Resident acknowledges and agrees that Landlord shall not be liable for any injuries, damages or losses caused by or related to the use of the balcony by Resident or Resident's guests.

e. **Balconies, general.** Resident acknowledges that the Unit may be equipped with one or more balconies. Resident agrees that he/she will not sit on the railing of the balcony, place items on the railing of the balcony, permit items to be thrown from the balcony, or hang over or off the balcony in any manner. Resident hereby assumes the risk (on behalf of himself/herself and Resident's guests) of having a Unit equipped with one or more balconies. Resident acknowledges and agrees that Landlord shall not be liable for any injuries, damages or losses, whether to person or property, caused by or related to the use of the balcony by Resident or Resident's guests.

16. PARKING AND TOWING.

a. Resident shall not park any motor vehicle at the Facility until: (i) Landlord and Resident execute the Parking Addendum, (ii) Resident registers Resident's vehicle with Landlord, (iii) Resident obtains a parking permit (the "**Parking Permit**") from Landlord, if applicable, and (iv) Resident pays the Monthly Parking Fee, if applicable. Resident is not entitled to a Parking Permit, and Landlord reserves the right to decline to issue Resident a Parking Permit or to revoke a Parking Permit for any reason. If Landlord declines to issue a Parking Permit to Resident, or if Landlord revokes the Parking Permit from Resident, Resident shall not park at the Facility.

b. To the fullest extent permitted by applicable law, Landlord shall not be liable for any damage or loss to Resident's motor vehicle or its contents.

c. **[Guest Parking: Choose applicable provision below.]**

[Guests Allowed/No Deck: Parking may be provided for guests in the designated guest parking areas on a first come, first served basis. At no time are guests permitted to park in areas other than the designated guest parking areas. Landlord shall not be liable in any manner if there are not available parking spaces for the use of Resident's guests.]

[Guests Allowed/Deck: Space within the parking deck may be designated for use by guests on a first come, first served basis, for a fee. At no time are guests permitted to park in areas of the parking deck other than the designated guest parking areas. In no event does Landlord grant any guests a right to park in the parking deck, nor shall Landlord be liable in any manner if there are not available parking spaces for the use of Resident's guests.]

[No Guest Parking: No parking is provided for guests, and at no time should guests park within the parking areas of the Facility.]

d. Resident shall not park a vehicle in any parking space designated for guests of the Facility.

e. The parking spaces at the Facility shall not be used for any purpose other than parking. For avoidance of doubt, Resident shall not perform maintenance on or wash vehicles at the Facility.

f. Resident acknowledges that parking may be inadequate at certain times (including, without limitation, during sporting events, homecoming, graduation and other special events). In no event shall Landlord be liable to Resident for any damage or inconvenience caused by the unavailability of parking.

g. Landlord has the right to have Resident's vehicle towed or booted at Resident's expense if Resident violates any provision of this Section 16.

h. NO REPRESENTATION, WARRANTIES, UNDERTAKINGS OR PROMISES, WHETHER ORAL, IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY LANDLORD TO RESIDENT REGARDING THE PARKING FACILITIES. LANDLORD NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING THE PARKING FACILITIES AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY (A) RESIDENT'S FAILURE TO NOTIFY LANDLORD OF ANY PROBLEM OR DEFECT RELATED TO THE PARKING FACILITIES, OR (B) ANY INSTANCE OF THEFT OR OTHER CRIMINAL ACTIVITY OCCURRING IN THE PARKING FACILITIES.

The Standard at Blacksburg

APPENDIX N

TRAFFIC IMPACT ANALYSIS (UNDER SEPARATE COVER)