



Community Preservation and Development Corporation

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March __, 2015

Kurt Creager, Director
Fairfax County Department of Housing and Community Development
3700 Pender Drive
Fairfax, VA 22030

RE: Implementation of Relocation Plan for Crescent Apartments at Lake Anne in Reston

Dear Mr. Creager:

This letter will summarize the basic terms and conditions under which Community Preservation and Development Corporation, or an affiliate corporation ("CPDC"), proposes to provide relocation services for the Crescent Apartments in Reston, Virginia (the "**Property**"). If these terms and conditions are acceptable to Fairfax County Department of Housing and Community Development ("**DHCD**"), upon execution and delivery of this letter, we will instruct our counsel to proceed to prepare and negotiate with DHCD an Implementation Agreement (the "**Agreement**"), setting forth the parties' undertakings and agreements. The Agreement shall reflect, among other matters the following terms:

1. **Background.** The Property currently contains five (5) buildings containing a total of [180] units. The Property will be redeveloped, and such redevelopment will include two buildings, known as D3 and D4, which will contain approximately 181 replacement units. Relocation will occur in phases, with the first phase involving the relocation of tenants in connection with the demolition of three buildings, followed by the construction of the two new buildings containing replacement dwelling units, and finally the relocation of the tenants in the remaining existing two buildings and those previously relocated off-site and the demolition of those buildings.
2. **Scope of Services.**
 - a. CPDC will provide the services described in and comply with the requirements of the Relocation Plan approved by DHCD and substantially in the form attached hereto as Exhibit A, including, without limitation, conducting the tenant surveys, preliminary income verifications (with the assistance of Quantum), sending notices and holding meetings with residents.



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to grow and thrive*

- b. DHCD will coordinate with CPDC, allow CPDC to access the Property and related files, and cause its staff and Quantum Property Management (or other property manager, as applicable) to do the same, as reasonably necessary to effectuate the Relocation Plan. Without limiting the foregoing, it is the expectation of DHCD and CPDC that CPDC will have direct access to tenants in order to perform surveys and otherwise provide relocation assistance.
 - c. CPDC will work with DHCD and existing service providers to provide continuity in the delivery of resident services to the residents remaining in the units at the Property following Fee Closing (as defined below) and develop a communication plan for residents who are relocated off the Property. The costs of service delivery will continue to be the responsibility of DHCD, both prior to Fee Closing and after Fee Closing, until the earlier of DHCD's decision to cease provision of such services and the demolition of all currently existing buildings on the Property.
3. **Leasing of Units.** DHCD will cease entering into leases with new tenants at the Crescent Apartments by no later than both (a) the release by the Virginia Housing Development Authority ("VHDA") of a preliminary ranking of applications for 9% low-income housing tax credits that shows CPDC (or an affiliate thereof) as reasonably likely to obtain such tax credits and (b) the execution of the Agreement, provided, however, that if VHDA does not ultimately award such tax credits to CPDC (or an affiliate thereof), DHCD may commence new leasing activities.
4. **Operating Revenue.** Prior to the sale of the portion of the Crescent Apartments site to Lake Anne Development Partners, LLC (or an affiliate thereof, "LADP") (the "Fee Closing"), DHCD shall be responsible for all operating expenses, including the costs of Quantum (or other property manager), and may retain all revenue from the Property. Simultaneously with the Fee Closing, CPDC shall enter into an agreement with LADP pursuant to which CPDC shall obtain the right to use all cash flow from the Crescent Apartments to pay for costs associated with effectuating the Relocation Plan. "Cash flow" as used in the preceding sentence shall mean revenues from operations of the Crescent Apartments remaining after payment of all operating expenses and any fees charged by CPDC and Quantum (or other property manager).
5. **Compensation.** CPDC shall not be entitled to receive a fee from DHCD for the services described above. CPDC shall be responsible for the costs of performing its obligations under the Relocation Plan.
6. **Confidentiality Agreement.** DHCD and CPDC shall amend the confidentiality agreement to allow CPDC to obtain and use tenant information as reasonably necessary to effectuate the Relocation Plan.
7. **Default & Remedy.** The Agreement will contain default, cure period, and remedy provisions to ensure that the Relocation Plan is administered in accordance with its terms.
8. **Termination.** The Agreement will terminate when all five (5) of the existing buildings at the property have been demolished and the requirements of the Relocation Plan have been satisfied.

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The foregoing points represent the basis upon which CPDC is prepared to go forward with providing relocation services to residents of the Crescent Apartments. If these points are acceptable to you, please so indicate by signing the enclosed copy of this letter below. Upon receipt by the undersigned of the executed letter CPDC will proceed to prepare an Agreement.

Sincerely,

Community Preservation and Development Corporation

By: 

Christopher LoPiano
Senior Vice President

The undersigned acknowledges that the terms stated in the foregoing letter from Community Preservation and Development Corporation is acceptable:

Fairfax County Department of Housing and Community Development

By: _____
Signature

_____ Date

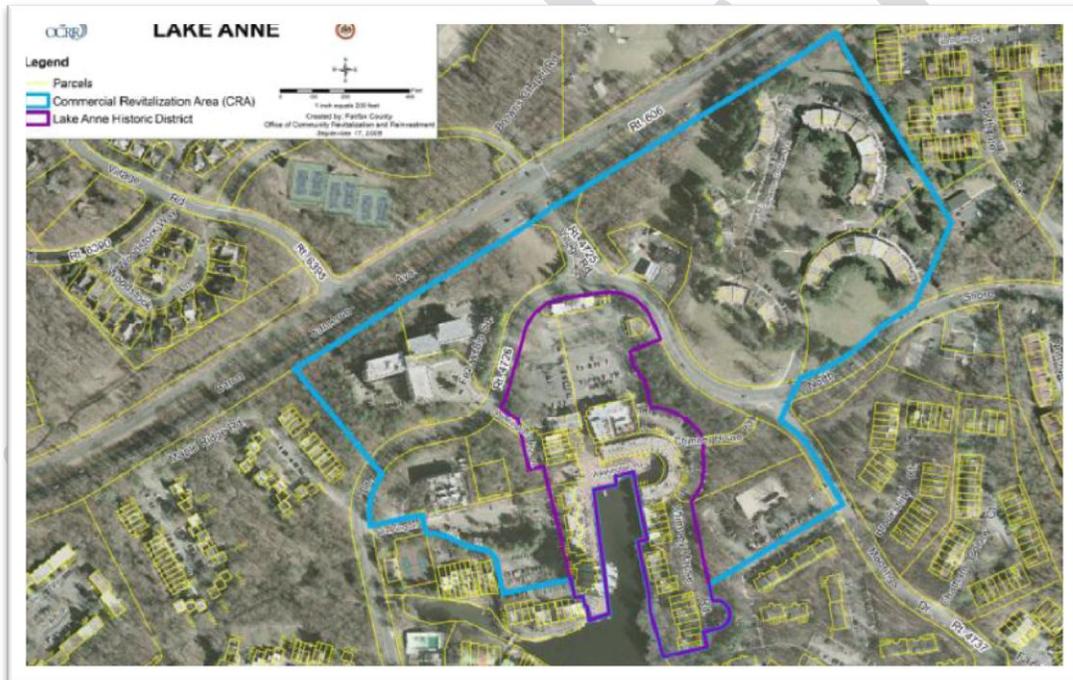
_____ Print Name

_____ Title

Relocation Plan for Crescent Apartments At Lake Anne

Community Preservation and Development Corporation

December 17, 2014



*25 Years
of Helping Communities
Grow and Thrive*

8403 Colesville Road, Suite 1150
Silver Spring, MD 20910

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1.0 Introduction

Community Preservation and Development Corporation (“CPDC”) and its redevelopment partner, Lake Anne Redevelopment Partners (“LADP”), have been selected to redevelop portions of Lake Anne pursuant to the Interim Development Agreement between LADP and the Fairfax County dated as of September 10, 2013. Specifically CPDC will be constructing replacement housing for the 181 Crescent Apartments located at Lake Anne and managing the relocation process for existing tenants. Pursuant to the Interim Development Agreement, CPDC has prepared this Relocation Plan for review and approval by Fairfax County. CPDC proposes to form one or more development entities (collectively “Developer”) to undertake the design, construction, relocation and operating of the proposed replacement housing. The managing member of the Developer will be controlled by CPDC or its affiliate non-profit entity, Community Housing Inc.

1.1 Summary of the Crescent redevelopment process

As part of Phase 1 of the master plan to redevelop Lake Anne, the Developer will redevelop the current 181 Crescent Apartments into two beautifully designed five-story mid-rise buildings. LADP will redevelop the balance of the site in accordance with the approved master redevelopment plan. The new Crescent Apartments will include at least 181 units in two buildings (“Replacement Units”) with 81 units proposed in one building (“D3”) and 103 units proposed in the other building (“D4”). The development will include an onsite management office and community room, access control system throughout buildings, new energy efficient appliances and HVAC systems, and in unit washers and dryers.

The Replacement Units will serve residents at incomes at or below 60% AMI, as more specifically set forth in the Proffers for the redevelopment (as defined by the federal Low Income Housing Tax Credit (LIHTC) program). Any units over and above the 181 unit count for Replacement Units may be leased at market rate. Below is the proposed unit mix:

CRESCENT		UNIT MIX			
	Existing	D3	D4	total	Difference
1BR	36	15	19	34	-2
2BR	120	56	70	126	6
3BR	24	10	14	24	0
	*180	81	103	184	4
*plus 2 BR	Management office				

The Developer intends to apply for 9% and 4% Low Income Housing Tax Credits in March of 2015 with anticipated published award of the 9% Low Income Housing Tax Credits by VHDA in June of 2015. In order to allow as much time as possible to facilitate relocation efforts, CPDC will enter into an Implementation Agreement with the Fairfax County Department of Housing and Community Development as agent for the Fairfax County Redevelopment and Housing Authority (FCRHA), which agreement will allow CPDC to have access to residents, site records and cooperation from County staff and Quantum Property Management personnel in order to begin implementation of the Relocation Plan. Quantum will remain as property manager in charge of day to day operations of the current Crescent Apartments to provide continuity. Quantum is the current manager for the FCRHA. HCD, under its current contract with Quantum will ensure that Quantum personnel, tenant records, direct access to residents, and books are available to CPDC relocation staff for purposes of providing a collaborative relocation strategy and effort. At the time of the closing on the sale of the land to LADP, CPDC and LADP will execute an agreement through which CPDC will assume asset management responsibilities for the property and will also be entitled to the balance of the net cash flow from operation of the Crescent Apartments to help fund the relocation costs.

In the event that Developer has started relocating tenants but LADP then fails to timely close on its purchase of the land from the County, CPDC will cease to be liable for further relocation costs from such point forward but shall, if requested, assist County with further relocation services at no premium to the County.

1.2 Summary of the Relocation Plan

CPDC shall ensure that it will carry out the Crescent Apartments relocation in accordance with applicable regulations and guidelines under the Virginia Housing Development Authority (VHDA) relocation guidelines, Fairfax County Relocation Guidelines and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). CPDC has a good track record of including residents in the decision making of all major redevelopment and renovation projects and looks forward to meeting with the residents from Crescent Apartments. In conjunction with the Fairfax County Department of Housing and Community Development (HCD), CPDC's staff and relocation coordinator (some of whom will be bilingual in English and Spanish) will host meetings with the residents to introduce CPDC and present the approved Relocation Plan. CPDC staff and consultants will conduct a preliminary income certification and needs survey of the Crescent Apartments residents to determine their eligibility and housing needs as well as to answer any questions they may have. The results of the survey will be submitted to HCD for approval. The income eligibility portion of the survey

will determine who would be income eligible to be a Vested resident based upon having an income of 60% of the Area Median Income (AMI) or less as determined pursuant to LIHTC guidelines.

CPDC and Quantum will work together to:

- Schedule meetings with tenants to explain the Relocation Plan
- Conduct a survey of the residents to determine preliminary income eligibility
- Issue required notices to tenants
- Identify suitable relocation units
- Select and retain a moving company and relocation coordinator to provide relocation services to residents.
- Remain in contact with residents both offsite and on-site to address housing needs and concerns.
- Issue required notice to tenants to relocate into the Replacement Units
- Provide regular reports to the Fairfax County Department of Housing and Community Development

CPDC's Asset Manager and Quantum Property Manager will be responsible for working with residents throughout this process and providing reports to Fairfax County.

1.4 Casualty

1.4.1 Casualty Prior to Fee Closing in first phase of construction. If, prior to fee closing, there is a total loss of one or more of the first three buildings planned for demolition due to fire or natural disaster, Fairfax County is responsible for costs of relocating individuals in the affected building(s) and for ongoing 'gap' payments until such time as CPDC would have been responsible for such gap payments had the casualty not occurred. CPDC will assist and cooperate with Fairfax County in these relocation efforts.

1.4.2 Casualty Prior to Fee Closing

If, prior to fee closing, there is a total loss of one or both of the latter two buildings due to fire or natural disaster, Fairfax County is responsible for costs of relocating the affected families. CPDC will assist and cooperate with Fairfax County in these relocation efforts.

1.4.3 Casualty After Fee Closing.

If there is a total loss of one or both of the latter two buildings due to fire or natural disaster after fee closing, CPDC and LADP are responsible for relocating

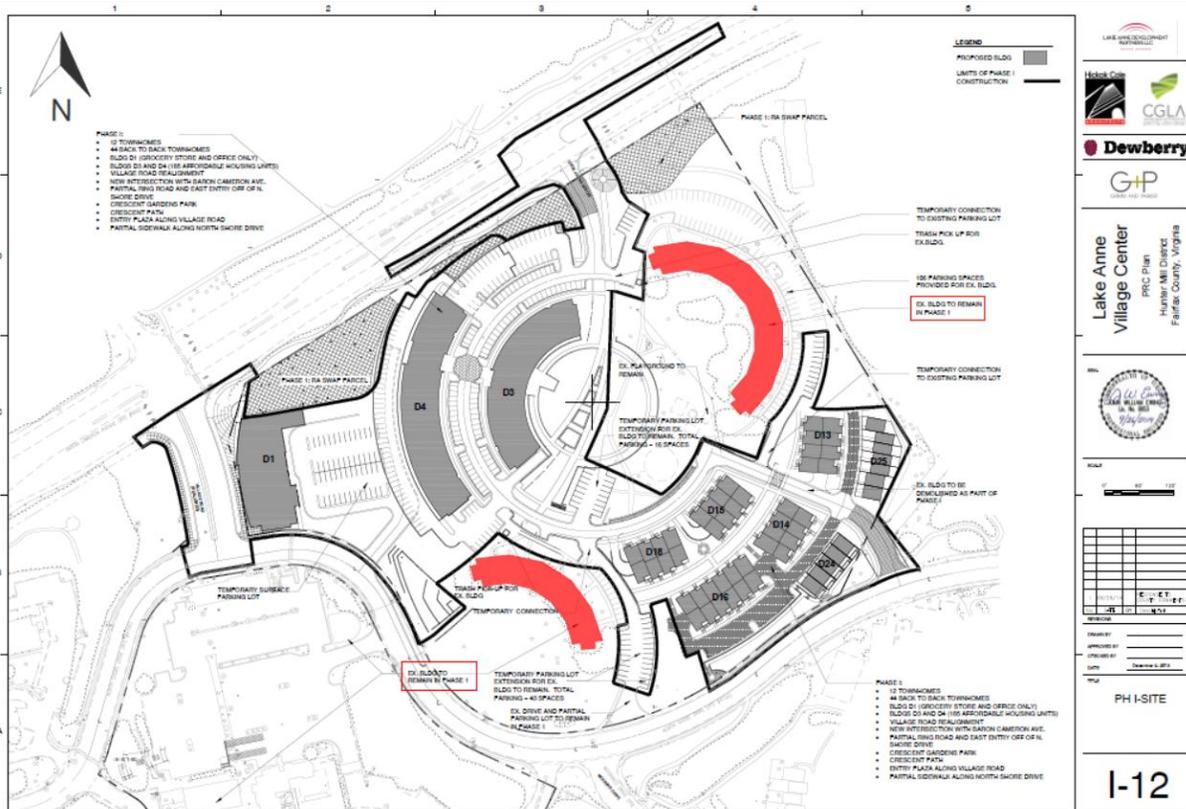
affected families in accordance with this Relocation Plan and will cover all related costs.

2.0 Context and background for the Relocation Plan

2.1 Summary of phases in the redevelopment

The redevelopment of Lake Anne will begin with the redevelopment of the Crescent Apartment site which will be undertaken in phases to minimize displacement. It is anticipated that construction of D3 and D4 may start at separate times, but within 4 months of each other with an average construction time of approximately 14-16 months for D3 and 16-18 months for D4. Upon completion of construction, required notices will be given and new LIHTC leases will be entered into with returning eligible tenants for appropriately -sized units depending on household size.

Below is an illustration of the phased redevelopment.



CPDC will conduct the referenced surveys and provide the necessary notice to relocate residents either in Crescent Buildings 1531-1545 and 1570-1578 or offsite, all as specifically detailed in Section 3 of this Relocation Plan. LADP will cause the three vacated Crescent

Apartment buildings to be demolished, and the site readied for the Developer to take pad delivery to begin construction of D3 and D4.

CPDC will issue 120 Day Notices to Vacate to all households in the first phase of construction that need to be either (i) relocated to the on-site units in Buildings 1531-1545 and 1570-1578 (“On-Site Units”), (ii) relocated off-site as further described in Section 3.11 (“Off-Site Units”), or (iii) vacate the property altogether and not return because the tenant is not a Vested resident (as the term is defined in Section 7.0). Vested residents will be relocated temporarily, both in On-Site Units and Offsite Units and will receive relocation services including packing materials and moving services at the Developer’s expense. Staff will work to find comparable housing for these households, including available On-site Units. If possible, CPDC will also offer available units from their portfolio and in their management company’s portfolio as well as FCRHA-owned Fairfax County Rental Program (FCRP) properties. The households affected by the first phase of the construction who move offsite temporarily will be offered renovated units onsite according to the Priority Ranking System described in [Appendix 2](#).

In order to ensure that residents are relocated to safe, affordable and proximate units, CPDC will provide residents with current listings of vacant units within the surrounding area and referrals to home ownership opportunities to programs provided through Fairfax County programs. Relocation staff will be attentive and responsive to the individual needs and preferences of all residents, particularly those families with children and residents with special needs and the elderly. Additionally, CPDC shall ensure that all required County notifications and advisory service procedures are followed carefully to assure that residents do not vacate Crescent Apartments without having been informed about their rights under the applicable relocation regulations, including the Uniform Relocation Act, VHDA, and/or Fairfax County Relocation Guidelines as well as Fair Housing and Americans with Disabilities Act regulations.

2.2 ADUs and WDUs at Lake Anne

The Lake Anne redevelopment will provide additional affordable housing opportunities through Fairfax County’s ADU and WDU programs. CPDC will provide the other developers at Lake Anne that have ADUs and WDUs in their developments with list of over-income residents who relocated from Lake Anne so that those developers can inform those residents of unit availability.

3.0 The Relocation Plan

3.1 Goal of the Relocation Plan

The overarching goal of the relocation plan is to identify tenants who are income eligible to move in to the Replacement Units and offer them interim housing that affords them the opportunity to access community services and area schools, to stay connected with the residents during the relocation process, to provide a moving process that is minimally disrupting and to eventually relocate those eligible tenants who wish to move into the Replacement Units into appropriately sized units.

The Developer was able to gather information from HCD based upon March 2014 data and use that information to put together a general profile of the residents at that time of Crescent Apartments contained in [Appendix 1](#). Based upon that information, Crescent Apartments had 165 resident occupied units: 35 one-bedrooms, 110 two-bedrooms, and 20 three-bedrooms. Most of the residents, approximately 70%, have lived at the property less than 5 years. Only 6 households have lived at Crescent Apartments for longer than 10 years.

A formal needs and income eligibility survey of the tenants should be conducted in spring of 2015 and the Tenant Profile updated (“Tenant Survey”) and HCD will provide up-to-date tenant information in advance of the survey. Results of the Tenant Survey will be submitted to HCD for review and approval. Among other things, the Tenant Survey results will determine the ranking priority for relocation based upon the Priority Ranking System outlined in [Appendix 2](#).

According to information provided by Fairfax County, there are approximately 90 families with children and 20 households with seniors. According to preliminary research, no one residing at the property has a physical disability requiring fully accessible units. Approximately 80 households receive rental assistance. Anecdotal evidence from the property management suggests that English and Spanish are the languages most commonly spoken at the property.

Below is the proposed timeline for relocation assistance related to moving tenants out of the Crescent Apartments. Note that all dates are tied to VHDA’s process and award of the project financing and are subject to change:

March 2015	VHDA Application for D3 Implementation Agreement signed with HCD/FCRHA
Mid-March-May 2015	CPDC will send resident notice providing an update on the project and explaining need to start resident surveys prior to final determination of VHDA tax-credit award
April 2015	Conduct Tenant Survey on needs and income eligibility

households only	Surveys are ranked according to Appendix 2 criteria for Vested
May 5, 2015	VHDA scheduled date for Preliminary Rankings of tax credit scoring
May 29, 2015	VHDA scheduled date to Announce final rankings
June 2015	VHDA published rankings[i.e. Award Notice]
June 2015	Vesting date established as date of Award Notice. General Information Notice (GIN) issued.
July-August 2015	Notice of Relocation Eligibility Issued or Notice of Non-Displacement along with Return Rights Certificate
July-August 2015	120 day notices are issued
August-Sept. 2015	Relocation begins
Dec. 2015	3 Crescent Buildings that are to be demolished are vacated.

Developer shall provide HCD with copies of the proposed survey for approval by **March 1, 2015**. Developer will provide HCD with drafts of the notices for review and approval on or about **April 1, 2015**.

Notwithstanding any other provision in this Relocation Plan to the contrary if HCD is reasonably concerned about the Preliminary Ranking being high enough for final award. HCD shall so notify CPDC and the rights and obligations in this Relocation Plan shall be postponed until the D3 project is considered awarded credits based upon the Final Ranking.

3.2 Eligibility for relocation assistance

3.2.1 Over-Income and Non-Vested tenants

The Tenant Survey will identify residents who are over-income and who will not be eligible to move back into the completed project or that did not have rights vested to return to the completed project. Once the GIN has been sent to all households, over-income and non-vested residents will be given a 120-day notice to vacate and relocation advisory services to find a new unit, and will be sent information on eligibility for relocation payments equal to the amounts required by the applicable local, state, or federal relocation guidance as described in Section 3.7.

Over-income tenants will not be scored according to Appendix 2 for purposes of priority.

Crescent resident with incomes between 60% and 80% of AMI at the time of the Award Notice shall be entitled to move into vacant units in any FCRHA-owned property or Fairfax County Rental Program unit for which they income qualify.

Crescent residents with incomes over 60% AMI who remain at the property when the 120 day notice is issued will be provided a one-time lump sum payment by CPDC, in addition to a one-time moving expense fee per Appendix 5, and relocation advisory services. The one-time lump sum is based on the annualized average rent and utility cost differential between current Crescent rents and other comparable units in the local area (as of November 2014), based on bedroom size. In no event, will the lump-sum payment exceed the following rates:

One-bedroom unit - \$3700

Two-bedroom unit - \$3400

Three-bedroom unit - \$4400

Such tenants will be asked by CPDC to sign an acknowledgment of this one-time fee in a format to be approved by HCD. If such over income resident moves into a FCRHA-owned unit, the tenant shall be deemed to have waived the above fee.

3.2.2 Vested tenants

Vested tenants will receive moving assistance and relocation services described in this Relocation Plan.

3.3 Determining preferences for relocation options for Vested residents

The Developer has conducted a preliminary survey of apartment complexes within a 5 mile radius of Lake Anne, including all apartment complexes in the applicable school districts to identify comparable units in size, amenities, and rents for the tenants who are identified to relocate offsite. The survey will be updated in March and April of 2015 and a pool of available units identified. Staff will share information with the County first for approval and then with the tenants and give them an opportunity to select a comparable unit from their top three choices for relocation offsite. Tours of off-site apartments will also be made available to them.

3.4 Determining priorities for choosing housing options

During construction, only two existing Crescent Apartment Buildings will remain containing the current program services office and 77 On-site Units. The location of those units are in Building

1531-1545 and Building 1570-1578. The existing management office will be moved from its current location to share the program services office. The cost of the move shall be a property expense. The bedroom breakdown for the On-site Units is 22 one bedrooms, 48 two bedroom units (of which one is a management office) and 8 three bedroom units. The Tenant Survey will establish the priority for which tenants will be offered Units and which will have to be relocated to Off-Site Units into appropriately sized units based upon the most number of points assigned using the Priority Ranking System (Appendix 2) with those with the highest ranking having the highest priority. The priority ranking system applies to on-site units and any other FCRHA-owned properties. CPDC will work with the County on the phasing of these relocations.

The tenants to be relocated will be offered their highest available choice based upon their ranking.

3.5 Notifications

All notices will be issued as required by VHDA guidelines and the HUD Uniform Relocation Act and related guidebooks. All written notices will be issued in English and in Spanish. If the need for interpretation into additional languages is recommended by Fairfax County or identified during the survey process, services and notice interpretation into those languages will be provided. Meetings will also be in English and Spanish with additional interpretation as identified. CPDC staff will also provide residents with additional translations of written material if requested.

Residents that move in and move out of the project will receive the following written notices in addition to other written information on relocation assistance and their right to remain in the project after completion if they are determined to be an income eligible resident as long as they are in conformance with their lease.

Schedule for Tenant Notifications

Update on Project – Notification of Resident Survey

Upon execution of the Implementation Agreement, the County shall allow CPDC access to the buildings and tenants in order to conduct the surveys on reasonable, mutually acceptable terms. CPDC will then notify residents of the likely award of tax credits and need to start surveying residents to determine relocation preferences, ranking based on priorities, household income, and other household needs.

General Information Notice (GIN)

Once the D3 development receives the Award Notice, then the Developer will cause the General Information Notice (GIN) will be given to all tenants. The form of the GIN will be submitted to and approved in advance by the Homeownership and Relocation Division of Fairfax County Housing and Community Development (“FC Relocation Division”).

Notice of Relocation Eligibility or a Notice of Non-Displacement

The County and CPDC agree (i) that the date of the Award Notice shall be deemed the Initiation of Negotiation (ION) for the purpose of this Relocation Plan, assuming the project is awarded tax credits from VHDA and (ii) that the ION is the trigger for the Notice of a Relocation Eligibility or Ineligibility per the applicable relocation regulation to be sent to all residents. CPDC will issue the Notice of Relocation Eligibility or Ineligibility within 30 days or the date the GIN is given to the tenants. The Notice of Eligibility or Ineligibility may also be sent with the GIN.

Move-in Notice

The intent is that leasing of vacant units at Crescent Apartments will cease when VHDA announces its preliminary rankings in May 2015 indicating that an award is likely to be awarded to CPDC. If for any reason any applicant leases a unit after the GIN is given out to all existing residents, a Move-in Notice must be given to all applicants who are seeking to rent of the property before executing a lease. This is to safeguard the project, which will incur liability for relocation costs if the applicants are found to be eligible as displaced persons. Copies of these documents will be sent to FC Relocation Division on a monthly basis.

120 Day Notice to Vacate

A 120-day notice is required for a tenant to vacate the property, which will be sent to tenants between 30 to 60 days after the Notice of Relocation Eligibility. The 120-day notice will state the required date of the move or state that the tenant will receive a further notice indicating the specific date by which he or she must move.

In unusual circumstances, a tenant may be required to vacate the property on less than 120 days advance written notice if the Developer determines that a 120-day notice is impractical, such as when the tenant's continued occupancy of the property would constitute a substantial danger to his/her health or safety. In this case, the Developer will provide immediate temporary replacement housing for the family.

Return Rights Certificates

The Return Rights Certificate will be distributed to households living at Crescent Apartments who are eligible based on income and vesting rights to return to Crescent Apartments after renovations. The Return Right is not transferable, and the guaranteed Return Right is only for the head of the household on record with Fairfax County as of the vesting date. The Return Right follows any change in the head of household status. The provisions of this document will include the following:

- A comparable unit at the redeveloped Crescent Apartments will be offered to eligible households. The unit will match the size the household is eligible for at the time of move-back.
- The right to return is retained as long as the household remains in Good Standing with the terms of their Lease with Crescent Apartments.
- The right is transferrable only through an approved change of the head of household.

3.6 Relocation Services and Assistance

The Developer proposes to provide all moving services for Vested residents at Developer's cost. However if for any reason a resident elects to move themselves, the costs shall be paid by Developer to the resident. A schedule of these payments can be found in [Appendix 5](#).

Tenant Surveys will be scored based on [Appendix 2](#) to determine the relocation priorities. The results would then be matched with unit sizes for available Units based upon the Priority Ranking. If an onsite unit is available, it may be offered to the resident as a comparable replacement unit if the Vested tenant based upon Priority Ranking indicates through the survey a preference to remain or return to Crescent upon redevelopment.

All Vested tenants who move to Off-Site Unites to accommodate the renovations will have the option to move back to the new project as long as they were in good standing with their lease when they moved and remain income eligible. Developer will pay for the move of Vested residents into their units in the completed project. According to the Tenant Profile, 90% of households may qualify for affordable units. Property management staff will have a large pool of current residents who will likely qualify for post-construction units. If CPDC has not filled the required number of affordable apartments with Vested tenants, then they will lease vacant apartments as affordable units.

3.7 Moving assistance for relocating residents

Residents who must move due to redevelopment will receive assistance with the physical move of their household to their relocation housing unit. This assistance includes:

- Individual interviews with relocation counselors to determine residents' relocation needs and preferences
- Providing referrals for tenants to replacement properties
- Providing tenants with written information
- Providing appropriate translation and counseling for tenants who are unable to read and understand notices

- Communicating the name and telephone number of a contact person who can answer questions or provide other needed help
- If needed, providing transportation for tenants needing to look at other housing, especially those who are elderly or disabled
- Giving special consideration to the needs of residents with special needs and the elderly.
- Extending regular business hours, including evenings and weekends, so that tenants won't have to miss work
- Willingness to provide information regarding displacement to prospective landlords
- Assistance in filling out and understanding claim and other relocation related forms

Direct moving assistance or reimbursement of moving and related expenses

The Developer will provide two move assistance options, as detailed below. Both will be available to residents who are displaced. Residents who transfer to On-Site Units within the project due to redevelopment are eligible for the first option only.

Moving performed free of charge to resident

The Developer will undertake the move, contracting with an experienced moving company, at no cost to the individual or family being displaced.

- This will include all necessary materials for move-related purposes, such as boxes and other packing materials.
- Packing assistance for tenants. [49 CFR 24.301 (g)(1-10) provides that relocated residents are eligible for packing, crating, unpacking, and uncrating of personal property.]
- Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household property.
- The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

Self-move with fixed assistance payment

If the household decides to self-move all belongings from the premises, the Developer will pay directly to the household an amount equal to the applicable and current fixed moving expense plus the dislocation allowance (see [Appendix 5](#)). In this circumstance the household is not required to provide invoices for costs to be reimbursed. This allowance is based on the number of rooms of furniture in the dwelling.

During one-on-one counseling sessions, Relocation Counselors will assist residents in determining the amount for which they are eligible. The fixed payment will be disbursed when keys are returned and the unit has been inspected to determine that it is vacant. If requested by the resident, one third of the payment may be paid upfront to cover moving equipment rental or deposit costs, with the remainder paid when the unit is vacant. The current fixed payment schedule for the State of Virginia is detailed in [Appendix 5](#).

Developer will put in place a mechanism acceptable to HCD for tenants to file claims for damages as a result of a move consistent with applicable VHDA or URA requirements. Developer understands that VHDA's Processing Tenant Moving Cost Reimbursement Claims requires the following:

- To support claims for relocation, the tenant must provide documentation, including bills, certified prices, appraisals and other evidence of expenses. In addition:
- The Developer will provide reasonable assistance necessary to complete and file tenants' claims for payment.
- Moving cost reimbursements shall be made upon receipt of billing documentation from the tenant.
- The Developer will provide expedited return of security deposits or allow tenants to apply security deposits to the last month's rent.
- The Developer will must make advanced payments, if a tenant demonstrates the need, in order to avoid or reduce a hardship.
- If the Developer will disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination and the procedures for appealing that determination.
- The Developer shall not propose or request that a displaced tenant waive his or her rights or entitlements to relocation assistance and benefits

3.8 Assistance with security deposits and Utility Hook Ups

The cost of a reasonable and necessary security deposit required to lease a relocation unit, which is customarily equivalent to one month's rent, will be provided as part of the relocation benefits available to Vested residents under URA. If a resident relocates to an On-Site Unit, the resident's existing security deposit will be carried over to the new unit as full payment of the deposit.

If the resident relocates to an Off-Site Unit, and does not have funds available to pay security deposit costs at the relocation unit, the Developer will pay the reasonable deposit directly to the landlord. If, due to damage by the resident, The Developer does not receive the full amount of the security deposit at the end of the relocation period, Developer will withhold an amount equal to that of the deduction from the resident's security deposit from Crescent Apartments.

The Developer will pay the cost of any utility deposits and utility usage at the Off-Site Unit that the Vested resident was not otherwise paying at the Crescent Apartments.

3.9 Temporary housing subsidy when relocating to market rate housing

During construction, all non- Housing Choice Voucher (HCV) Vested residents located offsite will continue to pay rent to Crescent Apartments. The Developer will pay full rent to the off-site landlord on behalf of non-HCV residents who are temporarily relocated to an Off-Site Unit, subject to agreement by the landlord. If, at any time during the relocation period, a resident violates the terms of their Lease that leads to an eviction, The Developer will cease to pay for relocation housing on behalf of the resident.

For all Vested tenants relocated offsite, rental assistance shall terminate at the time new units at Lake Anne Development (formerly Crescent Apartments) are available for occupancy to those tenants, with appropriate 120-day notice. If a Vested tenant fails to lease up at the new Lake Anne Development after a second notice and opportunity to lease (the form of which shall be approved by HCD), then the Vested tenant will be deemed to have waived their rights to relocate into the new Lake Anne Development and the Developer's obligation to provide relocation assistance shall cease. The second notice shall either be hand-delivered or sent via certified mail, return receipt requested. CPDC will provide copies of these notices to HCD.

3.10 Additional support for relocation

To ensure meaningful understanding of this Relocation Plan and to minimize language barriers faced by Crescent Apartments residents who have limited English proficiency, the Developer will provide a professional interpreter (in person or through the Language Line) to interpret information that pertains to relocation or receipt of relocation benefits or housing search assistance.

To support elderly and disabled residents at Crescent Apartments, relocation staff will work with senior and disabled services and the residents' families and support networks to help them understand their relocation options.

If some residents are facing significant struggles with the need to relocate, staff will work closely with them to provide support in finding relocation housing that will support a successful tenancy.

3.11 Relocation housing options

One major goal of the relocation process is that every displaced household can move to a unit that matches their housing preferences. Residents who must relocate due to redevelopment will be offered housing options in the following categories:

- Housing Choice Voucher: The Developer will abide by the HCV Relocation Guidance for those participants, including their right to port to other jurisdictions through their HCD Housing Specialist.

- Vested Crescent Residents able to stay on site: Vested residents who wish to remain in On-Site Units will be relocated into one of the 77 units in Buildings 1531-45 and 1570-1578 to remain during construction of the new project based upon Priority Ranking and, to the extent more than 77 households seek and desire an onsite unit, unit availability. Those Vested residents currently located in the 77 units who do not received a sufficiently high Priority Ranking will be relocated to Off-Site Units. Upon completion, these residents residing in On-Site Units will move to a renovated unit in the completed building (D3 or D4). Residents who fall into this category may move once or twice, depending on their initial residence.
- Housing units in the private market (Off-Site Units): Vested residents who are not able to remain at Crescent Apartments during the relocation period because there are no vacancies will be offered a comparable relocation unit within reasonable proximity, as determined by the resident survey, of Crescent Apartments. Upon completion of D3 or D4, these residents will return to a renovated unit at Crescent Apartments to the appropriately sized units. Residents who fall into this category will move twice.
- Move into D3 or D4: At this time the Developer does not know which building, D3 or D4, will be completed first. Depending on the housing needs of the residents in the Off-Site Units they may be moved into the completed building ahead of the residents remaining in On-Site Units. The Developer will propose a place for the staged move back to the County at least 180 days before the proposed completion of the first new building for the County's approval.

The Developer has identified several potential sites for off-site relocation within reasonable proximity to Crescent Apartments. A full listing of these sites can be found in [Appendix 4](#).

3.12 Standards for occupancy and re-occupancy

All Vested residents have a right to return to the newly constructed Replacement Housing at Crescent Apartments. This right to return stays with the original relocated resident and their current and/or future household members.

As newly-constructed Replacement Housing is available for occupancy, these relocated residents will receive notice of their right to return to the redeveloped Crescent Apartments. If the Vested resident fails to execute their right to return after due notice (as approved by HCD), the returned right shall be deemed waived. See section 3.9.

HUD prohibits providing federal housing assistance to individuals with certain criminal convictions. Currently, HUD prohibitions include eviction from subsidized housing due to conviction for methamphetamine production or a conviction that led to a lifetime sex offender registration requirement. In order to maintain compliance with this requirement, returning

residents will undergo a HUD-required criminal background check. Returning residents will not be denied their right to return unless, based upon a criminal conviction as described above, they are ineligible for federally subsidized housing.

Replacement housing will be offered to residents previously relocated off-site who are eligible to return before it is offered to applicants from other waitlists to lease housing at Crescent Apartments. Current occupancy standards will be applied to all moves; whether to a relocation unit or a Replacement Housing unit.

Vested residents supported by the Fairfax-Falls Church Community Services Board (CSB) will be allowed to relocate to a renovated unit at Lake Anne Development (formerly Crescent Apartments) even if they don't meet the credit requirement, provided the household qualifies under the LIHTC program and CSB guarantees the rent payment for those with poor credit or insufficient income to make the rent payment.

The current occupancy standard for the property is 2 people per bedroom.

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4.0 Funding for relocation

The Developer will fund all relocation costs as part of development project costs. The Developer shall be entitled to retain the net cash flow from operation of the Crescent Apartments after LADP closes on the purchase of the land, which funds shall be set aside by Developer to help fund relocation costs. A preliminary budget will be submitted to Fairfax County at the time of the submission of an application for Low Income Housing Tax Credits from VHDA. For Vested tenants, CPDC will continue to pay the difference between the rent amount at Crescent Apartments and temporary housing rent for as long as the family remains in compliance with its lease and until the date the family moves back to a Lake Anne Development unit, subject to the notification provision in section 3.9 above. The budget will include the following costs:

Residential relocation expenses

The budget will reflect moving costs based on the current Fixed Residential Moving Cost Schedule published in the Federal Register that applies during the time period of each phase. Specific costs in the residential relocation portion of the budget include:

- Moving costs, including the cost of two moves for the number of families who are expected to return to Replacement Housing at Crescent Apartments.
- Reconnection of utilities, including telephone and cable and internet service.
- Assistance with security deposits for households renting in the private market.
- Costs for interim storage of household items for residents, if necessary. For example, washers and dryers owned by residents may be stored if they move off site to a unit that has no laundry hook-ups, until they can be installed in Replacement Housing.

General administrative expenses

Specific costs in the general administration portion of the budget include (without limitation)

- Expenses for communication with residents, such as translation, interpretation, meeting room rental, and printing costs.
- Expenses related to a contract for a third-party relocation services. These services include, but are not limited to, moving costs and relocation counseling.
- Provision of relocation counseling, mobility counseling and assistance in locating housing.

5.0 Recordkeeping and reporting

The Property Manager will complete site occupant records in accordance with Appendix 8 of HUD Handbook 1378. The Developer will make every effort to track and stay connected with residents who have lived at Crescent Apartments and who were relocated during the project. This information will be useful to ensure that residents receive proper consideration for relocation benefits.

5.1 Recordkeeping and tracking of notices

Copies of notices will be kept in each household's relocation files. Copies of relocation advisory notes, offers of relocation assistance, claims forms, appeals, agency determinations, and other documents relating to the household's move will be kept in secure tenant files as well. The relocation tracking system will allow these documents to be stored electronically and tracked over time.

5.2 Reporting

The Developer will provide regular progress reports, including copies of signed applicant move-in notices, signed relocation acknowledgement letters, and notices to residents. Progress reports will be submitted monthly to HCD, Relocation Division Director monthly for review.

Monthly rent roles will be provided to HCD in a form that will reflect move in and move out of the project.

No later than 30 days after the last tenant is relocated (based on timeline provided to VHDA in the Renovation and Relocation Plan), The Developer will provide to VHDA, the final summary schedule of moving costs made to tenants (rent roll format; by tenant, by unit), along with a Certification that the Developer has met VHDA Moving Cost Reimbursement and Relocation Assistance Guidelines.

6.0 Revisions to the Relocation Plan

The Developer retains the right to request an amendment to the Relocation Plan. Any request for revisions to the Plan will be submitted to Fairfax County for approval.

7.0 Definitions

The following are some of the key defined terms in this Relocation Plan.

“Preliminary Ranking” is defined as the initial publication from VHDA as to how the scoring is anticipated and is published approximately two months after the VHDA application is submitted and assumes the D3 project is listed as funding eligible. VHDA’s current 2015 LIHTC schedule lists this date as May 5, 2015.

‘Award Notice’ is defined as the final publication by VHDA published approximately one month after the Preliminary Ranking and assumed the D3 project is listed as funding eligible. VHDA’s current 2015 schedules lists this date as May 29, 2015.

An ‘income eligible’ tenant is one whose household income is 60% of the Area Median Income (AMI) or less as determined pursuant to federal Low Income House Tax Credit guidelines.

‘Temporary’ relocations are resident moves from their original Crescent apartment to either within the Crescent property or off of the Crescent property during construction, pending relocation to the property, regardless of the amount of time in the “temporary” unit.[definition inserted by HCD-how is it intended to be used?]

‘Vested’ residents or ‘Vested’ tenants shall mean tenants on a lease of record at the Crescent Apartments at the time of the Award Notice who have been determined to be income eligible. “

Appendix 1

Crescent Apartments Tenant Profile

The following data is based upon information provided by Fairfax County as of income and rent role information for the month of March 2014 and verbally obtained from the current Property

Manager based on his knowledge of residents at Crescent Apartments. It is the most current and complete information that CPDC has been able to retrieve about the residents.

Unit Mix

The following is the unit mix of current residents who are not employees or officers.

Unit & Income Level Breakdown						
Unit Size	AMI					Total
	≤ 30%	30-50%	50-60%	60-80%	80% +	
1 BR	16	12	4	3	0	35
2 BR	28	56	19	6	1	110
3 BR	5	11	4	0	0	20
Total	49	79	27	9	1	165

Note: 15 units not counted: other info, including employees, vacancies, and offices

Length of Tenancy

Most of the residents, approximately 70%, have lived at the property less than 5 years. Only 6 households have lived at Crescent Apartments for longer than 10 years.

Length of Tenancy	
Less Than 1 year	18
1 – 3 years	58
3 – 5 years	36
5 – 7 years	27
7 – 10 years	22
10 or more years	6
Average	12.7

*Note: information based on information available (93% of units reporting)

Languages Spoken

Anecdotal evidence from the property management shows that Spanish is the primary language, other than English, spoken at the property.

Rental Assistance

Approximately 80 households are currently receiving locally- or federally-funded rental assistance.

Household Characteristics

Based on the information provided by Fairfax County, there are approximately 90 families with children. There are 20 households with seniors.

Household Income

The average household income at the property is around \$34,500. According to the information provided by the Property Manager, only 2 households earn more than \$60,000. Most earn between \$28,000 and \$35,000. Past experience has shown that it is difficult to get accurate household income data without completing thorough income verification, so these numbers should be used only as a guide. According to the data we have at this time, 90% of the households earn 60% of the AMI or less, indicating that most of the households will qualify for an affordable unit.

Appendix 2
Crescent Apartments Priority Ranking System
For Vested Households

Vested tenant households with the most number of points will have the highest priority.

Condition	Point(s)
Family with a child under 18 years of age	16 Points
Each additional child under 18 years of age	1 point per child
A member of the household is 62 years of age or older or a person with disabilities	8 points
Family's first preference to stay on site or at a development within the existing school district will prevent a minor child from being displaced from his/her school	1 point
Household currently receives locally- or federally-funded rental assistance	1 point
Years of tenancy:	
1 Year	1 point

2 Years	2 points
3 Years	3 points
4 Years	4 points
5 Years	5 points
6 – 10 Years	6 points
11 Years or Over	7 points

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Appendix 3

Additional VHDA requirements

URA Handbook 1378-

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/13780

[HUD RAP, VOI 5. No 1\(URA & HCVP – Relocation FAQs\), May 05, 2014](#)

VHDA Relocation Guidelines- <http://www.vhda.com/BusinessPartners/MFDevelopers/MF-LoanApplication-Guides/Reference%20and%20Form%20Documents/Relocation%20Assistance%20Guidelines.pdf>

Fairfax Relocation Guidelines-

http://www.fairfaxcounty.gov/rha/homeownership/ffx_county_relocation_guide_-_06-12.pdf

Appendix 4

Relocation Housing Options

Where Off-site relocation is required, The Developer will make every effort to relocate residents within close proximity to Crescent Apartments. These Off-Site Units may be identified from a list that includes, but is not limited to, the properties listed below.

Property Name	Size (units)	Distance from Subject Property (miles)
APARTMENTS AT HARBOR PARK	190	0.51
COVEN WOODS/FMR:CARTER LAKE APARTMENTS	260	0.74
ST JOHNS WOODS	250	0.76
ARCHSTONE CHARTER OAK	243	0.97
FAIRWAY APTS	348	0.97
SYCAMORES APTS	185	1.02
WATERSIDE APTS	273	1.10
RESTON LANDING	400	1.17
STUART WOODS APTS I + II	450	1.47
THE SPRINGS AT RESTON	362	2.35
WINTERTHUR APTS	300	2.51
RESTIN GLENN	200	2.56
PARK AVENUE APARTMENTS	44	2.61
TOWNES AT HERNDON CENTER	218	2.68
INTERNATIONAL APARTMENTS	89	2.74
PARK RIDGE GARDEN APTS PH II	48	2.83
PARK RIDGE GARDEN APARTMENTS	144	2.83
WESTERLY @ WORLDGATE	320	3.15
BERKDALE	184	3.20
DALLAS GLEN APTS/FMR CHANTILLY PIN	180	3.32
MUIRFIELD WOODS APARTMENTS	156	3.32
VAN METER AT WOODLAND PARK PHI	373	3.55
WOODLAND PARK	392	3.91
DULLES GREENE I	390	4.08
THE POINT AT MCNAIR FARMS	283	4.21
ASHFORD MEADOWS	400	4.29
WINDSOR AT LIONSGATE	328	4.49
TREVORS RUN	170	4.52
CHASE HERITAGE	236	4.52
COURTS AT DULLES	411	4.82

Appendix 5

Virginia State Fixed Residential Moving Cost Schedule (2014)

RESIDENTIAL MOVING EXPENSE PAYMENT SCHEDULE (Effective June 22,2012) UNFURNISHED UNITS (occupants owns furniture)								
Rooms	1	2	3	4	5	6	7	8
Payment	\$600	\$800	\$1000	\$1200	\$1400	\$1600	\$1800	\$2000
Each additional room \$200 FURNISHED UNITS (occupants does not own furniture)								
Rooms	1	2	3	4	5	6	7	8
Payment	\$400	\$475	\$550	\$625	\$700	\$775	\$850	\$925
This schedule follows the Federal Highway Administration (FHWA) schedule for Virginia published in the Federal Register. It will be automatically amended whenever the FHWA schedule is amended.								