

# WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

## Western Virginia Regional Industrial Facility Authority Board of Directors' Meeting

Friday, May 18, 2018 at **10:30 a.m.**

Roanoke Valley-Alleghany Regional Commission (Top Floor Conference Room)  
313 Luck Avenue, SW, Roanoke, VA 24016

### AGENDA

1. Call Meeting to Order ..... *Chairman Larrowe*
2. Roll Call ..... *Jackie Pace*
3. Public Comment Period ..... *Chairman Larrowe*  
  
*The WVRIFA Board will allow a 30-minute public comment period in which a citizen may sign-up for up to three (3) minutes of speaking time.*
4. Approval of Consent Agenda Items ..... *Chairman Larrowe*
  - A. Minutes of the April 20, 2018 WVRIFA Board Meeting, pp. 2-31
  - B. FY'18 Financial Reports Ending April 30, 2018, pp. 32-35
  - C. Signed Audit Letter with Robinson, Farmer, Cox Associates to Perform Auditing Services for WVRIFA (for Year Ending June 30, 2018), pp. 36-41
5. Ratification of a Resolution of Lodge Document from Union Bank & Trust to Reflect Updated Bank Signature Cards (WVRIFA Officers), pp. 42-45 ..... *Sherry Dean*
6. Approval of the FY 2019 WVRIFA Operating Budget, p. 46 ..... *Sherry Dean*
7. Granting of Easement to RGC Resources, pp. 47-50 ..... *John Hull*
8. Consideration of the GO Virginia Grant Agreement, pp. 51-54 ..... *Beth Doughty*
9. Consideration of the Formation of a Participation Committee ..... *Brent Robertson*
10. Other Business ..... *Chairman Larrowe*
11. Adjournment

#### ADMINISTERED BY:

Roanoke Valley-Alleghany Regional Commission  
P.O. Box 2569, Roanoke, VA 24010  
540.343.4417 / [rvarc@rvarc.org](mailto:rvarc@rvarc.org) / [www.wvrifa.org](http://www.wvrifa.org)

## **MINUTES**

**Joint Meetings of the  
WVRIFA Board of Directors and the WVRIFA Participation Committee  
Friday, April 20, 2018 at 10:00 a.m.  
Roanoke Valley-Alleghany Regional Commission office (Top Floor Conference Room),  
313 Luck Avenue, SW, Roanoke, VA**

Tom Gates, Chairman of the Western Virginia Regional Industrial Facility Authority's (WVRIFA) Participation Committee, welcomed those in attendance. He commented that the format of the April meetings of the WVRIFA Board of Directors and WVRIFA Participation Committee would be different (typically the WVRIFA Participation Committee meeting is held first, followed by the full WVRIFA Board meeting). Since both April agendas are the same, the WVRIFA Board and WVRIFA Participation Committee meetings will be held simultaneously (jointly).

**1. CALL MEETING TO ORDER**

Chairman Larrowe called the WVRIFA Board of Directors' Meeting to order at 10:00 a.m.

**2. ROLL CALL**

Chairman Larrowe asked Jackie Pace to call the roll of the WVRIFA Board. Ms. Pace reported that a quorum was present.

Board Members Present: Kevin Boggess, City of Salem; Bob Cowell, City of Roanoke; Tom Gates, Roanoke County; Gary Larrowe, Botetourt County; Jill Loope, Roanoke County; Granger Macfarlane, City of Roanoke; Melinda Payne, City of Salem; Pete Peters, Town of Vinton; Brent Robertson, Franklin County; Barry Thompson, Town of Vinton.

Staff Present: Beth Doughty, WVRIFA Director, and John Hull, WVRIFA Assistant Director; Sam Darby, WVRIFA Counsel (Glenn Feldmann Darby and Goodlatte); Sherry Dean and Jackie Pace, WVRIFA Administrative Staff (Roanoke Valley-Alleghany Regional Commission).

Others Present: Maryellen Goodlatte, Glenn Feldmann Darby & Goodlatte; Carolyn Howard, Draper Aden Associates; Keith Moore, Nancy Hughes, Tina Snow, Citizens; and Alicia Petska, The Roanoke Times.

**ADMINISTERED BY:**

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P.O. Box 2569, Roanoke, VA 24010  
540.343.4417 / [info@wvrifa.org](mailto:info@wvrifa.org) / [www.wvrifa.org](http://www.wvrifa.org)

3. **APPROVAL OF THE MARCH 30, 2018 MINUTES**

The Minutes of the March 30, 2018 meeting of the WVRIFA Board were previously distributed.

**WVRIFA Board Action:**

Upon motion by Mr. Thompson, seconded by Ms. Payne and carried, the Minutes of the March 30, 2018 WVRIFA Board Meeting were approved, as distributed.

4. **JOINT PUBLIC COMMENT PERIOD**

For citizens/guests in attendance, Participation Committee Chairman Gates conveyed that the Participation Committee is comprised of the three jurisdictions who have partnered in the Wood Haven development project (Cities of Roanoke and Salem and Roanoke County). The Participation Committee is a subset of the larger WVRIFA Board and actions of the Participation Committee must be endorsed by the WVRIFA Board. The Participation Committee Bylaws state that the three representatives of the jurisdictions involved must unanimously agree on matters of the Wood Haven development specifically. Whatever is agreed to by the Participation Committee must then be communicated to the WVRIFA Board for their consideration and action.

Gates continued stating that today, both the Participation Committee and the Board would hear from Maryellen Goodlatte, who was retained by WVRIFA for matters related to the development and approval of a land use application for Wood Haven. Ms. Goodlatte will be presenting her work to both the Participation Committee and WVRIFA Board simultaneously, so both can hear the same presentation at the same time. At the end of the presentation, the Participation Committee will then take whatever action they deem appropriate related to the land use application and make a recommendation to the WVRIFA Board as a whole. The WVRIFA Board will then consider the Participation Committee's recommendation and take whatever action they deem necessary.

Gates stated that a joint public comment period is the next item on both agendas, noting that this is the time for citizens to make whatever comments they so choose on the matters before the Board and Participation Committee. Gates asked that citizens refrain from engaging "back and forth" with Board and/or Committee members during the public comment period. He stated that now is the time to hear directly from the citizens. Gates noted that both he and Board Chairman Larrowe would be happy to meet after the meeting, or any other time, with citizens affected by the Wood Haven project to answer any questions. Gates asked for the consent of Board Chairman Larrowe to proceed and asked if anyone had signed up to speak during the public comment period.

Granger Macfarlane asked why the public were being asked to make comments at this time when they have not heard the presentation by Ms. Goodlatte. He further asked if they would be able ask questions following Ms. Goodlatte's presentation. Gates stated that the joint public comment period would be held at this time for citizens to present whatever comments they have to the members of the Board and Participation Committee.

Participation Committee Chairman Gates and Board Chairman Larrowe opened the joint public comment period.

**Keith Moore**  
**7921 Sequoia Drive, Roanoke, VA 24019**

*"I had a couple of things I wanted to bring to the attention of the full Board, so it is a good thing we are having this before the presentation. I would like to express the concerns of the local citizens that are close to the Wood Haven project and I didn't hear anything back, so I am a little disappointed that there hasn't been any input into the process by citizens in the neighborhoods surrounding the Wood Haven project. That is something the whole Board needs to consider --- why we are not allowing or encouraging citizen participation in this particular area. The other thing to bring to the Board's attention is a reminder that initially when this project was started, and I went back and reviewed the minutes of the first meetings when the Wood Haven project was brought to light and the idea at that time, as I reminded you at the last meeting, was the VEDP had stated that Roanoke County did not have 40+ acres available for development for a large plant to come in. Therefore, this Wood Haven project, this plot of land, was ideally suited to bring in a large corporation would be held back. I received assurances from Mr. Gates and Martha Hooker, the Hollins (sic) rep on the Roanoke County BOS, assured all the citizens in my garage one summer night that this project was not going to be some slap-dash thing being put out there. But, that this land was being held back for some major company to relocate to Roanoke. So, since that time, we have heard from several different people that a campus style development may be what is going on that property. Once you develop it into a campus style project, this 40-acre plot of land that is being held aside for a large company to come to Roanoke is no longer available and therefore I would ask the Board to take this into consideration when approving any plans that may come up. I don't know what is going to come up because I wasn't involved. But if they come up with a plan that says we are going to develop a lot of little buildings on this 100 acres, remember that was not what the initial idea was for this property. And with that large development coming in, the screening and lighting restrictions are going to be so important because we are talking about building a large building that is going to be seen by the entire neighborhood. Thank you."*

**Nancy Hughes**  
**7917 Sequoia Drive, Roanoke, VA 24019**

*"I live next door to Keith and Amanda Moore. We are new to the area – we moved from South County to North County. My concern and comment are that I feel like there is a lot of confusion right now. We are talking a huge big building versus campus style. Hopefully with this presentation, we will get more definition of what the scope of it is. I think it is good to have discussion on changes, I understand that --- but buffers are going to be very, very important. One of the things we did notice was that we are not located in the Hollins district but in the Glenvar magisterial district which Martha Hooker is our representative. Green Ridge is in Hollins, which is fine, but it was unfortunate that Green Ridge couldn't have been placed where residential living is, but that is over and done with and we are moving on. But my biggest thing that I would like to be considered is if you are going to an RD high tech kind of advantage, look at using parks as a buffer. I think it would be a positive thing for the community. We know and understand it is not going to stay the same, but we do want, as Mr. Moore said, some input and consideration in back and forth conversations. Thank you."*

**Tina Snow**  
**7914 Sequoia Drive, Roanoke, VA 24019**

*“There is no park that is close to us, you have to drive a little bit of a way. It would be nice for you to put a park in front with a track for people to walk and run on. Maybe even a dog park as well.”*

Participation Committee Chairman Gates thanked the citizens and let everyone know that once this moves into the land use process (i.e., land use application is filed), there will be a number of additional public meetings where input will be sought. Typically, in the land use process in Roanoke County, community meetings are held to hear community input on any land use application. Gates stated that there will be public hearings associated with the Planning Commission’s action and public hearings associated with any action by the Board of Supervisors. He noted that there would be multiple opportunities for people to contribute their thoughts and ideas to what is being put forth in the land use application. Citizens will be informed when those public comment opportunities exist.

**5. JOINT PRESENTATION OF THE MASTER PLAN AND DECLARATION OF RESTRICTIVE COVENANTS**

Maryellen Goodlatte presented jointly to the WVRIFA Participation Committee and the WVRIFA Board on the Master Plan and Declaration of Restrictive Covenants. (See Attachments: Comments by Maryellen Goodlatte; Draft Copy of the Wood Haven Technology Park Declaration of Restrictive Covenants and Development Guidelines; and PowerPoint presentation on the Master Plan and Covenants.)

At the end of the presentation, Ms. Goodlatte stated that two approvals are being requested: (1) the Authority to proceed with filing an application with Roanoke County to rezone the Wood Haven property to a Planned Technology Zoning District, as described, and (2) approval of the draft Declaration of Restrictive Covenants, as provided at the meeting.

**Questions from WVRIFA Board and Participation Committee Members:**

Mr. Boggess asked for a description of the distance of the buffer area proposed along Wood Haven and the vegetated berm. Ms. Goodlatte replied that the berm is going to be undulating and is intended to be on the development pad, with a maximum height of 5 feet. The focus of both the berm and buffer area is to provide some additional buffering to the Wood Haven residents. It is not intended to completely screen the entire area.

Mr. Cowell asked about the copy of the draft Covenants provided at the meeting. Ms. Goodlatte replied that the WVRIFA Board and Participation Committee are being asked *[today]* to approve the draft Covenants. When the package is submitted to Roanoke County, it will be made certain that the County, as they review, is aware that this is a draft. Goodlatte stated that is because depending upon how a user comes forward and what that user plans to do, the Covenants may need to be “tweaked” and while the Authority has the right to amend the Declaration, it would not be prudent to go ahead and record it based on what we think will happen, noting that it is better off to wait until we know what will happen, until the Participation Committee has dealt with the actual user and requirements of the user might be incorporated into the Declaration as approved by the Board. For example, funding, stating sometimes lenders have issues that are in a Declaration. She also stated that governance principles are important, noting that the Participation Committee and the Authority have control over who goes in. Even though the permitted uses give us the range of permitted uses, this would not mean that anybody would be able to put any use on that property. It is going to be up to the Participation Committee and Authority as to what is the appropriate use. That use is going to need to conform with Roanoke County zoning requirements as well. That is why the rezoning

basically sets the foundation and allows the Authority to move forward with its plans and gives the base upon which to operate.

Goodlatte replied that the Covenants have not been recorded. The Covenants include the Lewis parcels among the tax map parcels. The Authority has the right to add property to the development. The Lewis property would be rezoned to PT District and be subject to all the conditions. Ms. Goodlatte stated they have agreed to such and are working through execution of sale documents with the Authority and they have their own set of concerns, that are mostly timing driven, but they have signed off on proceeding jointly with the Authority in the rezoning request.

Participation Committee Chairman Gates stated he appreciated the inclusion of the parks and recreational uses in the plan and the considerable amount of buffering to be used. Gates noted that was heard consistently at past community meetings from citizens who are located directly adjacent to the property. Gates also liked the lighting standards taken to control light leakage from the site. Gates asked Goodlatte to expand on the comment made earlier with respect to should there be some future subdivision. Goodlatte replied that the property is in about six different tax map parcels. It was important to make it clear that all the standards set forth in the Master Plan apply to every piece of this property. It might well occur that the property gets combined and/or resub divided over time to facilitate a user. It is possible that this could be one big site (large user). In that case what would happen would be that the interior lot lines would be vacated if you want to have one big parcel. It is possible that there could be two sites – a very large site and a smaller site. But, however the property gets reconfigured over time, either by combining tax map parcels or subdividing, all the conditions apply to all the property. If there needs to be a change to any of these conditions, the property has to go through a rezoning process again. The public would have opportunity for input before the Planning Commission and the Board of Supervisors and equally at community meetings that precede those filings.

Gates reported that the total site is more than 100 acres, but the developable site is less. Goodlatte noted that by survey the combined site is 109.9 acres, by the County's GIS it is 122 acres (she noted that sometimes GIS records are not fully accurate). The development area is 87.9 acres, and close to 20 percent of the overall site is dedicated to non-development buffers.

Mr. Cowell posed a question regarding the traffic impact analysis and filing with Roanoke County. Goodlatte stated as part of the required filing with Roanoke County, a traffic impact analysis has been undertaken and engineers have been working with City of Roanoke engineers and the Virginia Department of Transportation (VDOT). It is anticipated all concerns and requirements by VDOT and the City have been addressed. It is also anticipated that when the application is submitted, we will have concurrence from both VDOT and the City of Roanoke.

## **6. ACTION BY THE WVRIFA Board**

Chairman Larrowe stated that the Board has seen and heard the presentation by Ms. Goodlatte and also received the WVRIFA Participation Committee's recommendation to the WVRIFA Board: *"Approve the filing of a land use application with Roanoke County for the Wood Haven development property to be rezoned to a Planned Technology District, as described, and (2) endorsement of the draft Declaration of Restrictive Covenants and Development Guidelines, as presented."*

Chairman Larrowe noted he would entertain a motion at this time.

**Motion:** by Mr. Gates to recommend the presentation of the land use application to Roanoke County, as presented by Ms. Goodlatte, requesting the County to endorse a rezoning of the Wood Haven development property to a Planned Technology District, and complimentary to that recommend the draft Declaration of Restrictive Covenants and Development Guidelines, as presented, to accompany the application. Motion was seconded by Mr. Cowell.

WVRIFA Board Chairman Larrowe asked if there was any further discussion before calling for the vote.

Mr. Macfarlane noted on page 2 of the draft Declaration of Restrictive Covenants under the “Improvements” section, the phrase *“but not limited to”* and under the “Master Plan” section on the same page it states, *“from time to time”*. He asked if we would have a chance to study and read the draft document before the final determination is made or is the Board being asked to pass the document at this time.

Board Chairman Larrowe noted and that the WVRIFA Participation Committee had previously recommended such, and there was also a motion on the floor that the Declaration document accompany the filing of land use application to Roanoke County.

Ms. Goodlatte stated that the Authority would be approving the Master Plan. Let’s assume we are rezoned and want to amend the Master Plan. To do that we have to have the approval of the WVRIFA Participation Committee, the WVRIFA Board, and the Roanoke County Board of Supervisors. The Declaration is already on record, so it tells users in the park that their use of the property is governed by the Master Plan, as it is amended from time to time. The Declaration, once recorded, has a life span of 25 years and is automatically renewed for 10 years. Need to provide in the language the opportunity for that Master Plan to change over time, but keep in mind that the parties that control the Master Plan are two – the WVRIFA Board and its Participation Committee and Roanoke County since it would have to approve through a rezoning process any major modifications to the Master Plan.

Macfarlane asked if the Master Plan would last for 25 years. Goodlatte stated the Declaration would last for 25 years. The Master Plan may change over that time, but WVRIFA controls the timing and substance of how the Master Plan might change.

Hearing no further comment, WVRIFA Board Chairman Larrowe called for the vote.

**WVRIFA Board Action:** motion carried, with an abstention by Mr. Macfarlane noted.

## 7. **COMMENTS**

Beth Doughty reported that the Governor announced recommendations to the federal government for Opportunity Zones throughout Virginia and the Wood Haven property was included.

The WVRIFA Board meeting adjourned at 10:45 a.m.

**WVRIFA Board of Directors**

\_\_\_\_\_  
Secretary, W. Brent Robertson

\_\_\_\_\_  
Attest

## **Presentation by Maryellen Goodlatte to the WVRIFA Board of Directors and the WVRIFA Participation Committee, April 20, 2018**

The Authority owns property in Roanoke County bounded by Wood Haven Road on the south and I-81 on the north. The Lewis Living Trust owns the acreage between the Authority's property and I-581. The Lewis Trust has not yet sold its property to the Authority but has agreed to include its property in the rezoning request. With the approval of the Participation Committee and the Board, we are prepared to file an application seeking to rezone the property outlined on the map from I-1 and R-1 to the PTD – Planned Technology District.

As part of the rezoning application, we'll be submitting a master plan, the first page of which is on the screen. The boundary of the property is outlined in blue; the development area of the property (red lines) and the principal entrance. It shows the buffer area (green diagonal lines) and the berm (green interior lines), both of which are intended to provide buffering to residents along Wood Haven Road.

The PTD zoning ordinance requires that a list of the permitted uses to which the property will be put be set out on the master plan. While those uses are listed on the master plan, they are separately set forth on the screen so that each one is easy for you to read. Those uses are as follows, and are worded in order to be consistent with the wording of the Roanoke County Zoning Ordinance. 1<sup>st</sup>: Industry, Type I uses (read). The wording of the County Zoning Code includes some examples. Next, the production of large durable goods, which is considered an Industry, Type II use (read); Next, custom manufacturing uses (read), next, general office use, next laboratories and establishments performing research or testing activities; Next, utility services, major and minor; and last, public parks and recreational activities – so that a greenway, for example, could be part of the development. Accessory uses are also permitted.

Unless uses are listed, they will not be permitted unless the master plan is amended through a future rezoning action.

In addition to the permitted uses, the Master Plan sets out standards that will govern development on the property. Most of these standards simply set out the requirements of the PTD zoning district. The first one, height, is such a case. The height maximum of 45 feet when adjoining residentially zoned property, with a 1 foot step-up in height for each 2 feet of additional required yard, is the PTD requirement. There is a lighting standard to control extraneous light or glare and which incorporates the County's requirement that the intensity of lighting at external streets not exceed .5 foot candles. The standard further limits the height of lighting fixtures in parking lots and access ways (25 feet) and pedestrian walkways (15 feet).

The signage standard combines elements from the Roanoke County and the Roanoke City zoning ordinances. The amount of signage would be limited based on the length of the building façade, with 1 square foot of signage allowed for each linear foot of building façade, not to exceed a total of 500 square feet per building face. Each business can have a freestanding monument-style sign not to exceed 15 feet in height and 10 feet in width. There can be a monument-style identification sign for the entire development located near the principal entrance, along with internal directional signs.

There is a minimum front set-back requirement of at least 30 feet from the existing public right-of-way, and a maximum lot coverage ratio, both of which match the requirements of the PTD district.

Finally, there is a requirement that the standards apply to the entire property, even if the property is subdivided or reconfigured over time.

In addition to the standards, there are also notes on the Master Plan. They provide that if the buffer area is disturbed by grading, infrastructure or utility installations, it will be revegetated. Otherwise, it will be undisturbed. The site will be graded so as to balance cut and fill as practicable. The principal entrance will be developed and landscaped as required by the County's PTD zoning ordinance. The purpose of the berm is referenced, as providing additional buffering to properties along Wood Haven. And, the property may be developed as more than one site.

As to the rezoning process itself, opportunity for public comment and input is provided at multiple points. The Roanoke County Planning Commission, after a public hearing, will make its recommendation to the Roanoke County Board of Supervisors. The Supervisors will also hold a public hearing as they consider their decision. We also anticipate scheduling an information session for members of the public prior to the Planning Commission's public hearing in coordination with Roanoke County's planning department.

With the rezoning application, we'll include a copy of the draft Restrictive Covenants for the development. You have a copy of that draft. The Declaration of Restrictive Covenants will be ultimately be recorded in the Roanoke County land records when the Authority is prepared to convey property or lease property to the first user in the development. Until that happens, the Declaration won't be in final form. The draft, though, sets out important governance principles for the development. First, that no construction or alteration can be initiated without prior approval of the proposed use, the plans and the designs by this Authority's Participation Committee. As a reminder, the Participation Committee consists of representatives from the City of Roanoke, the City of Salem and the County of Roanoke.

The Declaration contains repurchase rights in favor of the Authority if a purchaser of property does not begin construction of its building within 3 years. The Declaration also contains a right of first refusal and option in favor of the Authority if an owner of unimproved property wishes to sell. The Authority has rights to unilaterally amend the Declaration. Depending upon the requirements of the first user, it is quite possible that portions of the Declaration may need to be modified – and that's why it should not be finalized and put to record at this point.

So, in summary, there are two approvals we need this morning. First authority to proceed with filing an application to rezone the property to the PTD zoning district as I have generally described, and second, to approve the draft Declaration of Restrictive Covenants. If approved, we would do our best to meet the next filing deadline for the rezoning application, which would place us on the Planning Commission's July 10 agenda and the Board of Supervisor's July 24 agenda.

# **WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**



## **Master Plan and Covenants**

**STANDARDS:**

**HEIGHT:** WHEN ADJOINING PROPERTY IS ZONED RESIDENTIAL, THE MAXIMUM BUILDING HEIGHT SHALL BE FORTY-FIVE (45) FEET, INCLUDING ROOFTOP MECHANICAL EQUIPMENT. THE MAXIMUM HEIGHT MAY BE INCREASED, PROVIDED EACH REQUIRED YARD ADJOINING A RESIDENTIAL DISTRICT IS INCREASED TWO (2) FEET FOR EACH FOOT IN HEIGHT OVER FORTY-FIVE (45) FEET. THIS DISTANCE SHALL BE MEASURED FROM THE PORTION OF THE STRUCTURE WHICH EXCEEDS FORTY-FIVE (45) FEET. IN ALL OTHER LOCATIONS, THE HEIGHT IS UNLIMITED, SUBJECT, HOWEVER, TO THE APPROVAL OF THE DEVELOPMENT'S PARTICIPATION COMMITTEE.

**LIGHTING:** ALL LIGHTING IN THE DEVELOPMENT SHALL BE SHIELDED AND DIRECTED DOWNWARD TO CONTROL EXTRANEOUS LIGHT OR GLARE. WHERE DEVELOPMENT IS LOCATED ADJACENT TO BUFFERS, DARK/NIGHT SKY FRIENDLY LIGHTING USING FULL CUTOFF LIGHTING FIXTURES IS ENCOURAGED SO THAT THERE IS NO DIRECT LIGHT UPWARD AND NO GLARE. THE INTENSITY AT STREETS EXTERNAL TO THE DEVELOPMENT OR ANY ADJOINING RESIDENTIAL PROPERTIES SHALL NOT EXCEED 0.5 FOOT CANDLES.

**LIGHTING OF PARKING LOTS, LOADING/UNLOADING AREAS AND ACCESS WAYS** SHALL BE NO GREATER THAN 25 FEET IN HEIGHT, AND KEPT TO A MINIMUM NECESSARY FOR DIRECTION AND SAFETY DURING OPERATING HOURS. WALKWAYS AND BUILDING ENTRIES ARE ENCOURAGED TO HAVE GROUND LEVEL LIGHTING OR PEDESTRIAN SCALE LIGHTING NOT EXCEEDING 15 FEET IN HEIGHT.

**SIGNAGE:** FOR EACH PERMITTED BUSINESS IN THE DEVELOPMENT, BUILDING MOUNTED SIGNS SHALL BE ALLOWED BUT SHALL BE LIMITED TO 1 SQUARE FOOT OF SIGNAGE AREA FOR EACH LINEAR FOOT OF BUILDING FACADE, NOT TO EXCEED 500 SQUARE FEET PER BUILDING FACE. SIGNAGE MAY BE PLACED ON ANY ONE OR MORE OF THE BUILDING FACADES AND NEED NOT BE PROPORTIONATELY ALLOCATED. NOTWITHSTANDING THE ABOVE LIMITATION, EACH PERMITTED BUSINESS SHALL BE ENTITLED TO MINIMUM BUILDING MOUNTED SIGNAGE OF 500 SQUARE FEET. IN ADDITION, EACH PERMITTED BUSINESS MAY INSTALL ONE FREE-STANDING SIGN, WHICH SHALL BE MONUMENT-STYLE WITH A MAXIMUM HEIGHT OF 15 FEET AND A MAXIMUM WIDTH OF 10 FEET. ALL SIGNAGE SHALL BE DESIGNED TO COORDINATE WITH THE BUILDING IN COLOR AND MATERIALS, AND SHALL BE LOCATED ON THE SITE PLAN SUBMITTED TO THE DEVELOPMENT'S PARTICIPATION COMMITTEE FOR APPROVAL. IN ADDITION, A MONUMENT-STYLE

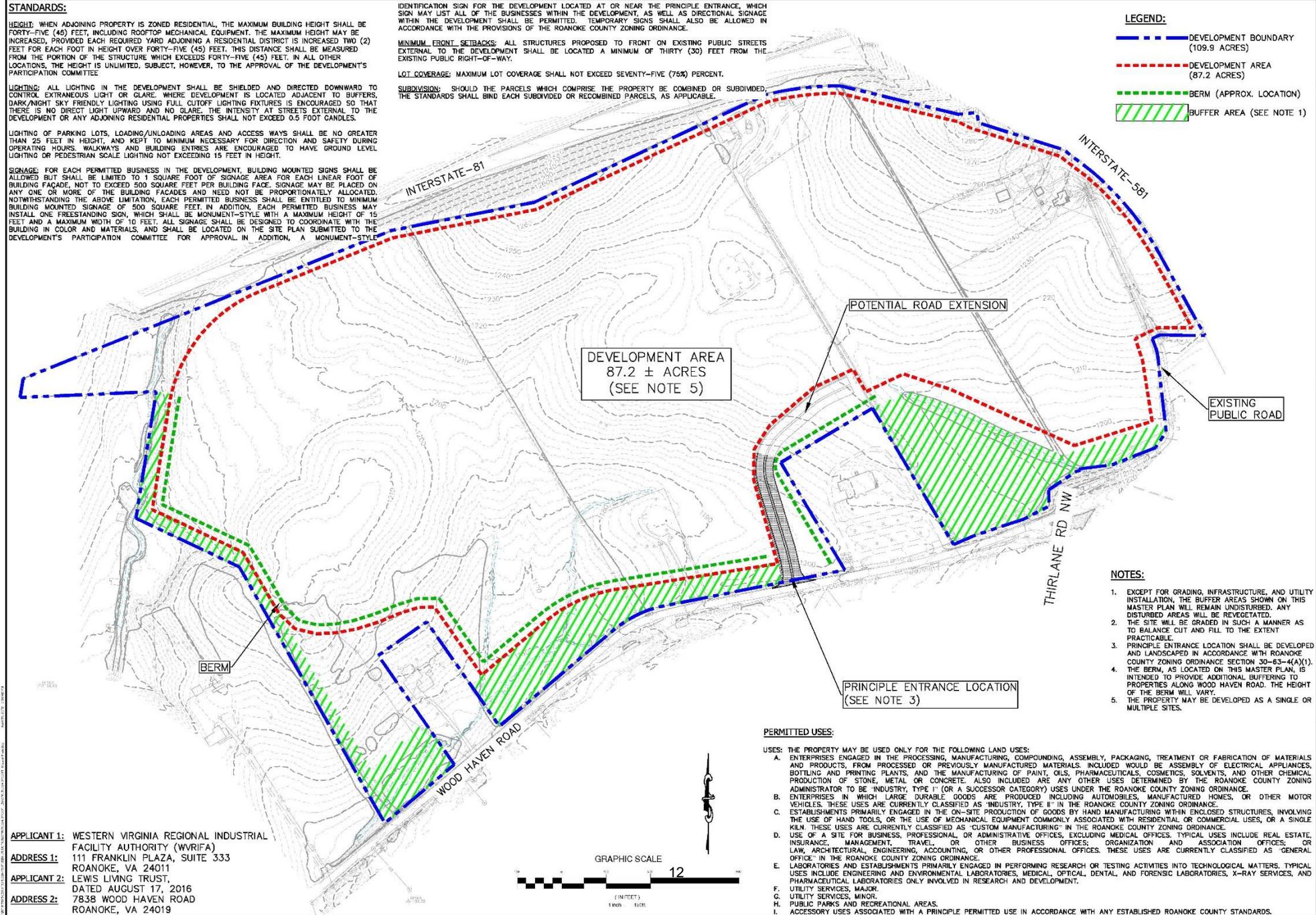
IDENTIFICATION SIGN FOR THE DEVELOPMENT LOCATED AT OR NEAR THE PRINCIPLE ENTRANCE, WHICH SIGN MAY LIST ALL OF THE BUSINESSES WITHIN THE DEVELOPMENT, AS WELL AS DIRECTIONAL SIGNAGE WITHIN THE DEVELOPMENT SHALL BE PERMITTED. TEMPORARY SIGNS SHALL ALSO BE ALLOWED IN ACCORDANCE WITH THE PROVISIONS OF THE ROANOKE COUNTY ZONING ORDINANCE.

**MINIMUM FRONT SETBACKS:** ALL STRUCTURES PROPOSED TO FRONT ON EXISTING PUBLIC STREETS EXTERNAL TO THE DEVELOPMENT SHALL BE LOCATED A MINIMUM OF THIRTY (30) FEET FROM THE EXISTING PUBLIC RIGHT-OF-WAY.

**LOT COVERAGE:** MAXIMUM LOT COVERAGE SHALL NOT EXCEED SEVENTY-FIVE (75%) PERCENT.

**SUBDIVISION:** SHOULD THE PARCELS WHICH COMPRISE THE PROPERTY BE COMBINED OR SUBDIVIDED, THE STANDARDS SHALL BIND EACH SUBDIVIDED OR RECOMBINED PARCELS, AS APPLICABLE.

**APPLICANT 1:** WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY (WVRIFA)  
**ADDRESS 1:** 111 FRANKLIN PLAZA, SUITE 333  
 ROANOKE, VA 24011  
**APPLICANT 2:** LEWIS LIVING TRUST,  
 DATED AUGUST 17, 2016  
**ADDRESS 2:** 7838 WOOD HAVEN ROAD  
 ROANOKE, VA 24019



**LEGEND:**

- DEVELOPMENT BOUNDARY (109.9 ACRES)
- DEVELOPMENT AREA (87.2 ACRES)
- BERM (APPROX. LOCATION)
- ▨ BUFFER AREA (SEE NOTE 1)

**NOTES:**

1. EXCEPT FOR GRADING, INFRASTRUCTURE, AND UTILITY INSTALLATION, THE BUFFER AREAS SHOWN ON THIS MASTER PLAN WILL REMAIN UNDISTURBED. ANY DISTURBED AREAS WILL BE REVEGETATED.
2. THE SITE WILL BE GRADED IN SUCH A MANNER AS TO BALANCE CUT AND FILL TO THE EXTENT PRACTICABLE.
3. PRINCIPLE ENTRANCE LOCATION SHALL BE DEVELOPED AND LANDSCAPED IN ACCORDANCE WITH ROANOKE COUNTY ZONING ORDINANCE SECTION 30-63-4(A)(1).
4. THE BERM, AS LOCATED ON THIS MASTER PLAN, IS INTENDED TO PROVIDE ADDITIONAL BUFFERING TO PROPERTIES ALONG WOOD HAVEN ROAD. THE HEIGHT OF THE BERM WILL VARY.
5. THE PROPERTY MAY BE DEVELOPED AS A SINGLE OR MULTIPLE SITES.

**PERMITTED USES:**

USES: THE PROPERTY MAY BE USED ONLY FOR THE FOLLOWING LAND USES:

- A. ENTERPRISES ENGAGED IN THE PROCESSING, MANUFACTURING, COMPOUNDING, ASSEMBLY, PACKAGING, TREATMENT OR FABRICATION OF MATERIALS AND PRODUCTS, FROM PROCESSED OR PREVIOUSLY MANUFACTURED MATERIALS. INCLUDED WOULD BE ASSEMBLY OF ELECTRICAL APPLIANCES, BOTTLING AND PRINTING PLANTS, AND THE MANUFACTURING OF PAINT, OILS, PHARMACEUTICALS, COSMETICS, SOLVENTS, AND OTHER CHEMICAL PRODUCTION OF STONE, METAL OR CONCRETE. ALSO INCLUDED ARE ANY OTHER USES DETERMINED BY THE ROANOKE COUNTY ZONING ADMINISTRATOR TO BE "INDUSTRY, TYPE I" (OR A SUCCESSOR CATEGORY) USES UNDER THE ROANOKE COUNTY ZONING ORDINANCE.
- B. ENTERPRISES IN WHICH LARGE DURABLE GOODS ARE PRODUCED INCLUDING AUTOMOBILES, MANUFACTURED HOMES, OR OTHER MOTOR VEHICLES. THESE USES ARE CURRENTLY CLASSIFIED AS "INDUSTRY, TYPE II" IN THE ROANOKE COUNTY ZONING ORDINANCE.
- C. ESTABLISHMENTS PRIMARILY ENGAGED IN THE ON-SITE PRODUCTION OF GOODS BY HAND MANUFACTURING WITHIN ENCLOSED STRUCTURES, INVOLVING THE USE OF HAND TOOLS, OR THE USE OF MECHANICAL EQUIPMENT COMMONLY ASSOCIATED WITH RESIDENTIAL OR COMMERCIAL USES, OR A SINGLE KILN. THESE USES ARE CURRENTLY CLASSIFIED AS "CUSTOM MANUFACTURING" IN THE ROANOKE COUNTY ZONING ORDINANCE.
- D. USE OF A SITE FOR BUSINESS, PROFESSIONAL, OR ADMINISTRATIVE OFFICES, EXCLUDING MEDICAL OFFICES. TYPICAL USES INCLUDE REAL ESTATE, INSURANCE, MANAGEMENT, TRAVEL, OR OTHER BUSINESS OFFICES; ORGANIZATION AND ASSOCIATION OFFICES; OR LAW, ARCHITECTURAL, ENGINEERING, ACCOUNTING, OR OTHER PROFESSIONAL OFFICES. THESE USES ARE CURRENTLY CLASSIFIED AS "GENERAL OFFICE" IN THE ROANOKE COUNTY ZONING ORDINANCE.
- E. LABORATORIES AND ESTABLISHMENTS PRIMARILY ENGAGED IN PERFORMING RESEARCH OR TESTING ACTIVITIES INTO TECHNOLOGICAL MATTERS. TYPICAL USES INCLUDE ENGINEERING AND ENVIRONMENTAL LABORATORIES, MEDICAL, OPTICAL, DENTAL, AND FORENSIC LABORATORIES, X-RAY SERVICES, AND PHARMACEUTICAL LABORATORIES ONLY INVOLVED IN RESEARCH AND DEVELOPMENT.
- F. UTILITY SERVICES, MAJOR.
- G. UTILITY SERVICES, MINOR.
- H. PUBLIC PARKS AND RECREATIONAL AREAS.
- I. ACCESSORY USES ASSOCIATED WITH A PRINCIPLE PERMITTED USE IN ACCORDANCE WITH ANY ESTABLISHED ROANOKE COUNTY STANDARDS.

**DRAFT**

**Draper Aden Associates**  
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**MASTER PLAN - OVERALL SITE**  
**WOOD HAVEN TECHNOLOGY PARK**  
 ROANOKE COUNTY, VIRGINIA

REVISIONS	
DATE	APRIL 19, 2018
PROJECT NUMBER	16010324-010301
1 of 4	

# Uses:

- Enterprises engaged in the processing, manufacturing, compounding, assembly, packaging, treatment or fabrication of materials and products, from processed or previously manufactured materials. Included would be assembly of electrical appliances, bottling and printing plants, and the manufacturing of paint, oils, pharmaceuticals, cosmetics, solvents, and other chemical production of stone, metal or concrete. Also included are any other uses determined by the Roanoke County Zoning Administrator to be “Industry, Type I” (or a successor category) uses under the Roanoke County Zoning Ordinance.
- Enterprises in which large durable goods are produced including automobiles, manufactured homes, or other motor vehicles. These uses are currently classified as “Industry, Type II” in the Roanoke County Zoning Ordinance.
- Establishments primarily engaged in the on-site production of goods by hand manufacturing within enclosed structures, involving the use of hand tools, or the use of mechanical equipment commonly associated with residential or commercial uses, or a single kiln. These uses are currently classified as “Custom Manufacturing” in the Roanoke County Zoning Ordinance.

# Uses:

- Use of a site for business, professional, or administrative offices, excluding medical offices. Typical uses include real estate, insurance, management, travel, or other business offices; organization and association offices; or law, architectural, engineering, accounting, or other professional offices. These uses are currently classified as “General Office” in the Roanoke County Zoning Ordinance.
- Laboratories and establishments primarily engaged in performing research or testing activities into technological matters. Typical uses include engineering and environmental laboratories, medical, optical, dental, and forensic laboratories, x-ray services, and pharmaceutical laboratories only involved in research and development.
- Utility services, major.
- Utility services, minor.
- Public parks and recreational areas.
- Accessory uses associated with a principal permitted use in accordance with any established Roanoke County standards.

# Height:

- When adjoining property is zoned residential, the maximum building height shall be forty-five (45) feet, including rooftop mechanical equipment. The maximum height may be increased, provided each required yard adjoining a residential district is increased two (2) feet for each foot in height over forty-five (45) feet. This distance shall be measured from the portion of the structure which exceeds forty-five (45) feet. In all other locations, the height is unlimited, subject, however, to the approval of the Development's Participation Committee

# Lighting:

- All lighting in the Development shall be shielded and directed downward to control extraneous light or glare. Where development is located adjacent to buffers, dark/night sky friendly lighting using full cutoff lighting fixtures is encouraged so that there is no direct light upward and no glare. The intensity at streets external to the Development or any adjoining residential properties shall not exceed 0.5 foot candles.
- Lighting of parking lots, loading/unloading areas and access ways shall be no greater than 25 feet in height, and kept to minimum necessary for direction and safety during operating hours. Walkways and building entries are encouraged to have ground level lighting or pedestrian scale lighting not exceeding 15 feet in height.

# Signage:

- For each permitted business in the Development, building mounted signs shall be allowed but shall be limited to 1 square foot of signage area for each linear foot of building façade, not to exceed 500 square feet per building face. Signage may be placed on any one or more of the building facades and need not be proportionately allocated. Notwithstanding the above limitation, each permitted business shall be entitled to minimum building mounted signage of 500 square feet. In addition, each permitted business may install one freestanding sign, which shall be monument-style with a maximum height of 15 feet and a maximum width of 10 feet. All signage shall be designed to coordinate with the building in color and materials, and shall be located on the site plan submitted to the Development's Participation Committee for approval. In addition, a monument-style identification sign for the Development located at or near the principal entrance, which sign may list all of the businesses within the Development, as well as directional signage within the Development shall be permitted. Temporary signs shall also be allowed in accordance with the provisions of the Roanoke County Zoning Ordinance.

# Minimum Front Setbacks:

- All structures proposed to front on existing public streets external to the Development shall be located a minimum of thirty (30) feet from the existing public right-of-way.

# Lot Coverage:

- Maximum lot coverage shall not exceed seventy-five (75%) percent.

# Subdivision:

- Should the parcels which comprise the Property be combined or subdivided, the standards shall bind each subdivided or recombined parcels, as applicable.

# Master Plan Notes:

- 1. Except for grading, infrastructure, and utility installation, the buffer areas shown on this Master Plan will remain undisturbed. Any disturbed areas will be revegetated.
- 2. The site will be graded in such a manner as to balance cut and fill to the extent practicable.
- 3. Principal entrance location shall be developed and landscaped in accordance with Roanoke County Zoning Ordinance Section 30-63-4(A)(1).
- 4. The berm, as located on this Master Plan, is intended to provide additional buffering to properties along Wood Haven Road. The height of the berm will vary.
- 5. The Property may be developed as single or multiple sites.

**WESTERN VIRGINIA**  
**REGIONAL INDUSTRIAL FACILITY AUTHORITY**



**Master Plan and Covenants**

Consideration: N/A

Prepared by:  
Western Virginia Regional Industrial Facility Authority  
c/o Roanoke Regional Partnership  
111 Franklin Road, Suite 333  
Roanoke, Virginia 24011

Tax Map Nos.: 026.18-01-12.00-0000  
026.18-01-12.01-0000  
026.18-01-12.02-0000  
026.18-01-13.00-0000  
026.18-01-14.00-0000  
026.17-01-01.00-0000  
026.17-01-02.00-0000  
026.17-01-03.00-0000

**WOOD HAVEN TECHNOLOGY PARK  
DECLARATION OF RESTRICTIVE COVENANTS AND  
DEVELOPMENT GUIDELINES**

This Declaration of Restrictive Covenants and Development Guidelines is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by the WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia (“WVRIFA”), whose address is c/o Roanoke Regional Partnership, 111 Franklin Road, Suite 333, Roanoke, Virginia 24011.

**WHEREAS**, WVRIFA is the owner of the property comprising the Wood Haven Technology Park (“Wood Haven”), a commerce park consisting of approximately 100 acres and located in Roanoke County, Virginia, adjacent to Interstates 81 and 581, more fully described and depicted in **Exhibit A** attached hereto; and

**WHEREAS**, Wood Haven Technology Park is designed to provide a location for businesses that promote economic development in the region and provide primary employment for citizens of WVRIFA’s member jurisdictions; and

**WHEREAS**, the purpose of these restrictive covenants and development guidelines are to insure the orderly development of the site, to protect the environment, and to provide that the use of the site will not adversely affect the health and safety of the residents and workers in the vicinity of the site, or the use or development of property within and adjacent to the site.

**NOW, THEREFORE**, WVRIFA hereby declares, covenants, and agrees for itself and its successors and assigns that the property identified and depicted in **Exhibit A** shall hereafter be held, leased, transferred, and sold subject to the following conditions and restrictions.

**ARTICLE 1 – GENERAL DECLARATIONS AND PERMITTED USES**

**A. Definitions**

**Business or Businesses:** The owner(s), lessee(s), or occupant(s), including prospective owners, lessees or occupants of the Development.

- Concept Plan: The general development plan and land use plan for the Wood Haven Technology Park, including infrastructure, road and parcel design as approved by the Participation Committee and Board of WVRIFA.
- Declaration This Declaration of Restrictive Covenants and Development Guidelines as the same may be from time to time amended or supplemented.
- Development: Site on Wood Haven Road as more particularly described on Exhibit A, together with such other additional land as may be added to the Development by WVRIFA from time to time as permitted by this Declaration.
- Executive Director: Executive Director of WVRIFA.
- Improvements: Any and all improvements made to or constructed upon the Development including, but not limited to roads, buildings, structures, tanks and storage containers, drainage and utility facilities, driveway and parking areas, grading, landscaping, fencing, screening devices, site lighting, communication devices, signs, and all similar or related structures or improvements.
- Master Plan The Master Plan of the Development as approved by Roanoke County on \_\_\_\_\_, as the same is revised from time to time. The Declaration is an independent document and is not intended to be incorporated into the Master Plan.
- Participation Committee: Wood Haven Road Project Participation Committee consisting of The City of Roanoke, Virginia, the City of Salem, Virginia, and the County of Roanoke, Virginia.
- Property or Properties: The parcel or parcels of land, including any improvements thereon, located in the Development, as set forth in any deed, option, lease, agreement of sale applicable to these restrictions.
- Transfer: Any conveyance or transfer of title or possessory rights respecting the Property, any portion thereof, or any interest therein, by contract, deed exchange, foreclosure (including a deed in lieu thereof), assignment, lease, operation of law, or other means to another person or persons or entity or entities, whether voluntary or involuntary. In the case of a non-publicly held corporation, the assignment or other transfer of fifty percent or more of its capital stock evidencing control of such corporation shall constitute a Transfer, unless made to the corporation's parent or subsidiary controlled (through stock ownership) by the corporation. In the case of a partnership, general or limited, a change of the general partner or the transfer or assignment of partnership interests

shall constitute a Transfer. In the case of a limited liability company, the transfer of more than fifty percent of its membership interests shall constitute a Transfer. The granting of a mortgage, deed of trust, lien or other encumbrance on or with respect to the Property shall not be deemed a Transfer, but any foreclosure there under (or deed in lieu thereof) shall constitute a Transfer.

B. Applicability

These Restrictive Covenants and Development Guidelines, including the land use regulations and building requirements, shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in and to the Property or any portion thereof, and shall be incorporated in any Transfer of the Property as covenants running with the Property. The Executive Director shall record applicable documents and revisions associated with these Restrictive Covenants and Development Guidelines with the Roanoke County Clerk of the Circuit Court. Invalidation of any of the provisions of these guidelines and covenants shall in no way affect any of the other provisions, or parts thereof, which shall remain in full force and effect. WVRIFA hereby explicitly reserves an option until the twentieth (20<sup>th</sup>) anniversary of the recordation of this Declaration to expand the Development without the consent of any owner or mortgagee by including any real property acquired by WVRIFA or its successors in interest which is adjacent to the Development. The option to expand may be terminated prior to such anniversary only upon the filing by WVRIFA or its successor in interest of an amendment to this Declaration. The rights, obligations and benefits conferred upon WVRIFA under this Declaration may be assigned by WVRIFA and shall inure to the benefit of WVRIFA's successors in interest.

C. Land Uses and Development Standards

1. Permitted Uses: Properties within the Development shall be used only for the following purposes. Land uses not listed are prohibited.
  - (a) Enterprises engaged in the processing, manufacturing, compounding, assembly, packaging, treatment or fabrication of materials and products, from processed or previously manufactured materials. Included would be assembly of electrical appliances, bottling and printing plants, and the manufacturing of paint, oils, pharmaceuticals, cosmetics, solvents, and other chemical production of stone, metal or concrete. Also included are any other uses determined by the Roanoke County Zoning Administrator to be "Industry, Type I" (or a successor category) uses under the Roanoke County Zoning Ordinance.
  - (b) Enterprises in which large durable goods are produced including automobiles, manufactured homes, or other motor vehicles. These uses are currently classified as "Industry, Type II" in the Roanoke County Zoning Ordinance.
  - (c) Establishments primarily engaged in the on-site production of goods by hand manufacturing within enclosed structures, involving the use of hand tools, or the use of mechanical equipment commonly associated with residential or commercial uses, or a single kiln. These uses are currently classified as "Custom Manufacturing" in the Roanoke County Zoning Ordinance.

- (d) Use of a site for business, professional, or administrative offices, excluding medical offices. Typical uses include real estate, insurance, management, travel, or other business offices; organization and association offices; or law, architectural, engineering, accounting, or other professional offices. These uses are currently classified as "General Office" in the Roanoke County Zoning Ordinance.
- (e) Laboratories and establishments primarily engaged in performing research or testing activities into technological matters. Typical uses include engineering and environmental laboratories, medical, optical, dental, and forensic laboratories, x-ray services, and pharmaceutical laboratories only involved in research and development.
- (f) Utility services, major.
- (g) Utility services, minor.
- (h) Public parks and recreation areas.
- (i) Accessory uses associated with a principal permitted use in accordance with any established Roanoke County standards.

Where it is unclear whether or not a particular use of a site within the Development is permitted, the Participation Committee, in consultation with the Roanoke County Zoning Administrator, shall decide whether or not such use is permitted, and its decision shall be final and binding upon all persons.

2. Development Standards: The use and development of all properties in the Development shall be in accordance with the standards set forth in Article III of these Development Guidelines and Protective Covenants.

## ARTICLE II – ADMINISTRATION AND PROCEDURES

### A. Improvements, In General

No construction, exterior alterations, additions, or renderings to any existing or proposed improvement may be initiated without submission of plans for said improvements to the Participation Committee. Interior alterations which do not change exterior appearances are permitted without submission of plans, provided such interior changes do not change any use of the Property.

Review and recommendation of approval with respect to uses and improvements by the Participation Committee shall be in addition to, and not in lieu of any permits or approvals required for any local, state, or federal law or regulation. Plans will be subject to all applicable federal and state laws and Roanoke County ordinances. Pertinent ordinances of the Roanoke County include, but may not be limited to: Zoning, Subdivision, Storm Water Management, Erosion/Sediment Control and Steep Slope Ordinance, as amended. Plans submitted to Roanoke County for review and approval shall be accompanied by the written statement of the Participation Committee that it has reviewed and approved said plans pursuant to the Declaration. Should plans be revised, the revised plans shall be subject to the further review and approval of the Participation Committee. Insurance, including liability, hazard and extended "all risks" coverage, and builder's risk shall be

in place and shall be continuously maintained in full force and effect in such amounts and with such insurers as the Participation Committee shall reasonably require, with WVRIFA named as an additional insured.

B. Subdivision. In General

All property within the Development shall be subdivided in accordance with the Roanoke County Zoning and Subdivision Ordinances, as amended. No lot may be subdivided or its boundary lines changed except with the prior written consent of WVRIFA. WVRIFA expressly reserves to itself the right to re-plat any lot or lots owned by it and shown on any subdivision plat of the Property in order to create a modified building lot or lots and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site, including but not limited to, the relocation of easements, roads, and rights of way to conform to the new boundaries of said re-platted lot.

C. Project Review Process

The proposed use and development of a Property in the Development must be reviewed and recommended for approval by the Participation Committee prior to the transfer of land, subsequent transfer, development, or redevelopment of a Property pursuant to the participation agreement between the localities represented on the Participation Committee.

D. Maintenance of Improvements

All properties, buildings, structures and improvements shall be maintained in a neat, clean, and attractive condition at all times. The premises shall be kept in a state of good repair. Maintenance and landscaping and lawns shall include all necessary planting, cutting, watering, fertilizing, aerating, seeding, spraying, pruning, and weeding. Property owners shall promptly replace any dead or damaged landscaping approved as part of the site plan for the Property. Painted and exposed metal surfaces shall be maintained and kept free from peeling or rust. Parking areas and drives shall be paved and damaged pavement or hard surfaces repaired.

E. Enforcement

Enforcement of these Development Guidelines and Restrictive Covenants shall be undertaken by WVRIFA. In the event of a violation, the Circuit Court of the County of Roanoke, Virginia shall have the ultimate jurisdiction to enforce or interpret any of the restrictions, conditions, covenants, and liens now or hereafter imposed by this Declaration. Failure to enforce any provision contained in this Declaration shall in no event be deemed a waiver of the provisions, whether the violation is singular or repetitive.

**ARTICLE III – DEVELOPMENT AND DESIGN STANDARDS**

The Roanoke County Zoning Ordinance, standards set out in the Master Plan, and other applicable regulations shall be met for any development or improvement in the Development. In addition, the following development and design standards shall apply

A. Primary Access

Primary access to sites within the Development will be provided via an access road off Wood Haven Road. Driveways and potential internal site circulation roads including those that may be required to provide access to development on adjacent tracts may be provided off this primary access road or any secondary access road that may be developed in the future.

B. Buildings

1. Siting and Location: Buildings shall be located on the site such that the Development establishes an attractive and functional arrangement of buildings and parking and enhances the natural and man-made features of the Development. The siting of buildings and all other improvements on a parcel shall be subject to the approval of the Participation Committee.
2. Design: All development shall meet the following design standards for exterior facades, materials, appurtenances, and equipment.

(a) General Building Design:

The architectural composition, scale, elements and details of a building shall relate to the character of the Development. Landscaping shall be an integral component of the exterior design of any building. All buildings shall minimize potential impacts from noise, light, and traffic.

(b) Building Facades and Materials:

Buildings shall enjoy various architectural forms to create visual character and interest. Buildings shall be segmented with distinct masses of vertical and horizontal elements to minimize bulkiness. Front building facades and those facing public streets shall be designed to exhibit attractive architectural features, materials, dimensions and symmetry.

Brick, stone, architectural masonry, architectural metal panels, and glass are preferred exterior materials for sides of the building seen when entering the parcel. Two or more colors are encouraged to highlight architectural details and materials. The Participation Committee shall have the right to approve the exterior materials, including exterior colors, of any structure or improvement in the Development.

Primary building entries shall be clearly visible and articulated using architectural features, elements and materials. Roofs shall be designed to be an integral component of the architecture of the building and shall be non-reflective.

Planned expansion or renovation for all buildings or structures must meet or exceed the quality of the initial structure.

(c) Building Appurtenances and Equipment:

Roof mounted equipment and vents shall be reasonably screened from public street views by painted panels, opaque screens, or other effective methods. All exterior equipment shall be designed to minimize noise and shall include appropriate insulation materials or technologies to control outside noise. Exposed features such as gutters, downspouts, vents, towers, etc. shall be designed to match the color of surfaces to which they are attached.

(d) Damaged or Destroyed Buildings:

If any building or other improvement in the Development is damaged or destroyed by fire, storm, explosives, or otherwise, then all debris resulting from the damage or destruction shall be cleaned and removed within sixty (60) days of the damage or destruction. If any building is to be reconstructed, such construction shall begin within six (6) months of the date of the damage or destruction, or the land shall be graded and restored to substantially the condition, which existed prior to initial construction.

C. Parking, Loading Areas and Docks

Parking for employees shall be located in areas that are removed from the entrance. Parking for visitors shall be located in close proximity to the main building entrance and shall be setback from the entrance so as to not interfere with or detract from the views of the building seen when entering the parcel. All parking areas shall be landscaped both internally and externally to enhance the architecture of the building, the site, and the Development. Loading areas and docks shall be appropriately screened.

D. Utilities

All utilities shall be located underground unless the type of service necessary for normal activities of the industry or business shall prohibit underground installation. All development shall be served by public water and sewer systems. Low-impact design (L.I.D.) methods of managing storm water shall be considered in designing the development. All storm water management areas shall be landscaped appropriately and maintained. Management areas and drainage channels shall blend with the landscaping of the site and incorporate natural materials and vegetation.

E. Accessory Structures

1. Walls and Fences: Walls and fences shall complement the architecture of the building and shall be of materials that architecturally enhance the building and the Development. Where fencing is needed, decorative metal fencing is preferred; chain-link fencing may be allowed if approved by the Participation Committee. Where retaining walls are required in the front yard or where they are visible from public areas, wall materials shall be stone or finished masonry. Retaining walls higher than 8 feet are discouraged. Long expanses of wall surfaces shall be offset and be appropriately landscaped. As an alternative to traditional retaining walls, "green walls" consisting of architectural concrete block, covered with a rapidly-grown groundcover, may be permitted in less visible areas. Terraced wall systems are encouraged supplemented with plantings on the flat terraces.
2. Outbuildings: All accessory buildings shall be consistent with the architecture of the primary building. Accessory buildings shall be located behind the front building line of the primary building and shall be reasonably screened from public streets unless approved by the Participation Committee.
3. Trash Enclosures: Areas for trash collection shall be accessible for service. All trash areas shall be fully enclosed, located behind the front building line of the primary building, and reasonably screened from public streets unless approved by the Participation Committee. Enclosures must be architecturally consistent and compatible with the design of the primary building.

F. Outside Storage

No materials may be stored on the Property except inside a building or behind a visual barrier which reasonably screens the stored materials from view from any lot line or public right-of-way.

G. Signs

All signage shall be designed to be integrated and coordinated with the building to complement the building design in scale, color, and materials.

H. Temporary Construction Structures and Utilities

Construction activities shall be in accordance with all applicable federal, state, and local land disturbance regulations. Temporary construction structures, portable offices, and other related facilities shall be maintained in good condition and arranged in a compact and organized manner on site. Facilities shall be situated so they are unobtrusive and attractive when seen from the public right-of-way or lot lines. All temporary structures and portable facilities shall be removed upon the completion of construction activity and before permanent occupancy of the building. All temporary construction utilities shall be in a single, unobtrusive alignment. Distribution to the various areas of construction shall be from an approved, on-site location.

Areas for the storage of construction equipment and materials shall be coordinated and visually unobtrusive from the public right-of-way and lot lines. Mobile equipment shall be aligned in an orderly manner at the end of each work day. Construction debris shall not be allowed to

accumulate during construction. It shall be removed daily or located in a visually screened place if debris is to be removed less frequently. Open burning of debris is not permitted. After construction is complete, any temporary barriers, surplus materials, and all trash and debris shall be removed from the site. All backfill materials shall be cleared of any building materials, stone or debris.

#### ARTICLE IV – REPURCHASE AND PURCHASE OPTIONS

A. Option to Repurchase in the Event of No Construction

If, after the expiration of three (3) years after the recordation of a deed in the Development from WVRIFA to the purchaser, the then record property owner of the purchased Property shall not have begun in good faith the actual construction of a building acceptable to WVRIFA upon the Property, then, in that event, WVRIFA shall have the right and option to refund to said record property owner the amount of the original purchase price paid to WVRIFA for said Property or Ten and no/00 Dollars (\$10.00), whichever amount is greater, whereupon the said record property owner shall forthwith convey the Property back to WVRIFA. In the event that the record property owner for any reason fails or refuses to convey title back to WVRIFA as required herein, then, in that event, WVRIFA shall have the right to enter into and take possession of said Property, along with all rights and causes of action necessary to have title to said Property conveyed back to WVRIFA.

B. Option to Purchase

In the event that any owner of unimproved Property in the Development or any portion thereof shall desire to sell all or a portion thereof in accordance with the terms of the Declaration, WVRIFA shall have the first right and option to purchase said Property at the same purchase price paid to WVRIFA by the original purchaser or Ten and no/100 Dollars (\$10.00), whichever amount is greater. Prior to such sale, the property owner shall notify WVRIFA by registered or certified mail of its intentions to sell the Property or any portion thereof. Said notice shall describe the exact parcel intended to be sold. WVRIFA shall have sixty (60) days from receipt of said notice in which to exercise the option. Settlement shall take place within sixty (60) days after such exercise.

C. Warranties

In the event that WVRIFA exercises any of its rights specified in subparagraphs A and B above to reacquire the Property, the then record property owner shall convey the Property to WVRIFA by general warranty deed with English covenants of title, free and clear of liens and encumbrances.

#### ARTICLE V – ENFORCEMENT AND AMENDMENT

A. Inspection, Compliance, and Enforcement

WVRIFA and its authorized agents may from time to time at any reasonable hour or hours enter and inspect any parcel and the improvements located thereon to verify compliance with these covenants.

A violation or breach of any provisions herein shall give WVRIFA or its authorized agents the right, after ten (10) days written notice of such violations, to enter the Property and to abate or remove, at the expense of the owner or tenant, anything or any condition which is contrary to these provisions or in violation of law. These covenants shall also be enforceable by WVRIFA, or its successor in interest, in a proceeding at law or in equity (including injunctive relief) at the expense of the violator (including attorney's fees and costs) in the applicable court. Failure by WVRIFA, or its successor in interest, to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

B. Amendment

The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the Effective Date, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless amended by or abolished by a written agreement signed by all owners of the Property subject to the Declaration and approved by a resolution adopted by WVRIFA. WVRIFA shall have the authority to unilaterally amend the Declaration at any time and from time to time so long as it either (i) owns any property within the Development; or (ii) its option rights to expand the Development have not terminated. Once WVRIFA no longer owns any Property within the Development and its option rights to expand the Development have terminated, this Declaration may be amended in whole or in part by a recorded agreement bearing the signatures of all the Property owners accompanied by a resolution adopted by WVRIFA approving the amendment.

C. Severability

Invalidation of any of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the following signature as of the date first above written:

WESTERN VIRGINIA REGIONAL INDUSTRIAL  
FACILITY AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA.

CITY / COUNTY OF \_\_\_\_\_ . to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of Western Virginia Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia.

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

Registration Number: \_\_\_\_\_

**Western Virginia Regional Industrial Facility Authority**  
**As of April 30, 2018**  
**Statement of Cash Balances**

Operating Fund	\$ 58,142
Woodhaven Project	<u>\$ 2,294,394</u>
Total Cash	<u><u>\$ 2,352,536</u></u>



**Western Virginia Regional Industrial Facility Authority**  
**Statement of Financial Position**  
As of April 30, 2018

	<u>Apr 30, 18</u>	<u>Apr 30, 17</u>	<u>\$ Change</u>	<u>% Change</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
LGIP Investment Cash	2,244,891.60	2,453,153.63	-208,262.03	-8.49%
Union Bank Bond Cash	49,501.88	3,399.49	46,102.39	1,356.16%
Union Market - WVRIFA	58,142.28	52,629.85	5,512.43	10.47%
<b>Total Checking/Savings</b>	<u>2,352,535.76</u>	<u>2,509,182.97</u>	<u>-156,647.21</u>	<u>-6.24%</u>
<b>Accounts Receivable</b>				
Accounts Receivable	5,698.68	0.00	5,698.68	100.0%
<b>Total Accounts Receivable</b>	<u>5,698.68</u>	<u>0.00</u>	<u>5,698.68</u>	<u>100.0%</u>
<b>Other Current Assets</b>				
Accrued Receivables	0.00	113,220.00	-113,220.00	-100.0%
<b>Total Other Current Assets</b>	<u>0.00</u>	<u>113,220.00</u>	<u>-113,220.00</u>	<u>-100.0%</u>
<b>Total Current Assets</b>	<u>2,358,234.44</u>	<u>2,622,402.97</u>	<u>-264,168.53</u>	<u>-10.07%</u>
<b>Fixed Assets</b>				
Land-WoodHaven	5,280,954.23	0.00	5,280,954.23	100.0%
<b>Total Fixed Assets</b>	<u>5,280,954.23</u>	<u>0.00</u>	<u>5,280,954.23</u>	<u>100.0%</u>
<b>TOTAL ASSETS</b>	<u><u>7,639,188.67</u></u>	<u><u>2,622,402.97</u></u>	<u><u>5,016,785.70</u></u>	<u><u>191.31%</u></u>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
Accounts Payable	7,716.33	57,865.83	-50,149.50	-86.67%
<b>Total Accounts Payable</b>	<u>7,716.33</u>	<u>57,865.83</u>	<u>-50,149.50</u>	<u>-86.67%</u>
<b>Other Current Liabilities</b>				
Bond Interest Payable	0.00	113,220.00	-113,220.00	-100.0%
<b>Total Other Current Liabilities</b>	<u>0.00</u>	<u>113,220.00</u>	<u>-113,220.00</u>	<u>-100.0%</u>
<b>Total Current Liabilities</b>	<u>7,716.33</u>	<u>171,085.83</u>	<u>-163,369.50</u>	<u>-95.49%</u>
<b>Long Term Liabilities</b>				
Revenue Bond Payable	8,100,000.00	0.00	8,100,000.00	100.0%
<b>Total Long Term Liabilities</b>	<u>8,100,000.00</u>	<u>0.00</u>	<u>8,100,000.00</u>	<u>100.0%</u>
<b>Total Liabilities</b>	<u>8,107,716.33</u>	<u>171,085.83</u>	<u>7,936,630.50</u>	<u>4,638.98%</u>
<b>Equity</b>				
Retained Earnings	-439,387.47	31,112.85	-470,500.32	-1,512.24%
Net Income	-29,140.19	2,420,204.29	-2,449,344.48	-101.2%
<b>Total Equity</b>	<u>-468,527.66</u>	<u>2,451,317.14</u>	<u>-2,919,844.80</u>	<u>-119.11%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>7,639,188.67</u></u>	<u><u>2,622,402.97</u></u>	<u><u>5,016,785.70</u></u>	<u><u>191.31%</u></u>

	Debt Fund			Operating			Woodhaven		
	Jul '17 - Apr 18	Budget	\$ Over Budget	Jul '17 - Apr 18	Budget	\$ Over Budget	Jul '17 - Apr 18	Budget	\$ Over Budget
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
Bond Revenue	0.00			0.00			0.00	1,900,000.00	-1,900,000.00
Bond Revenue Carryforward	0.00			0.00			2,332,429.76	2,332,429.76	0.00
Grants	0.00			0.00			100,000.00	100,000.00	0.00
Indirect Public Support	0.00			0.00			0.00		
<b>Investments</b>									
Interest-Savings, Short-term CD	0.00			0.00			22,949.85	9,000.00	13,949.85
Total Investments	0.00			0.00			22,949.85	9,000.00	13,949.85
Locality Support Revenue	162,337.51			50,551.30	56,250.00	-5,698.70	0.00		
<b>Program Income</b>									
Rent Revenue	0.00			0.00			335.00	0.00	335.00
Total Program Income	0.00			0.00			335.00	0.00	335.00
<b>Total Income</b>	162,337.51			50,551.30	56,250.00	-5,698.70	2,455,714.61	4,341,429.76	-1,885,715.15
<b>Expense</b>									
<b>Contract Services</b>									
Accounting Fees	0.00			6,665.00	6,665.00	0.00	0.00		
Civil Engineering	0.00			0.00			0.00	5,000.00	-5,000.00
Engineering	0.00			0.00			11,228.16	18,000.00	-6,771.84
Legal Fees	0.00			3,905.24	10,000.00	-6,094.76	1,214.80		
Legal Fees Land Acquisition	0.00			0.00			6,128.64	19,000.00	-12,871.36
Legal Fees Rezoning	0.00			0.00			7,124.32	18,000.00	-10,875.68
Master Plan	0.00			0.00			66,918.72	97,748.00	-30,829.28
Rezoning Application	0.00			0.00			0.00	10,950.00	-10,950.00
Structure Demolition	0.00			0.00			66,275.00	71,060.00	-4,785.00
Total Contract Services	0.00			10,570.24	16,665.00	-6,094.76	158,889.64	239,758.00	-80,868.36
<b>Facilities and Equipment</b>									
Property Acquisition	0.00			0.00			0.00	28,735.00	-28,735.00
Property Maintenance	0.00			0.00			5,147.00	25,000.00	-19,853.00
Total Facilities and Equipment	0.00			0.00			5,147.00	53,735.00	-48,588.00
<b>Insurance</b>	0.00			678.00	650.00	28.00	475.00	950.00	-475.00
<b>Land Expense</b>	0.00			0.00			0.00	1,600,000.00	-1,600,000.00
<b>Operations</b>									
Bank Fees	0.00			0.00			0.00	500.00	-500.00
Computer Services	0.00			179.00			0.00		
Management Fee	0.00			0.00			0.00	0.00	0.00
Meetings	0.00			0.00			0.00	4,000.00	-4,000.00
Roanoke Reg. Partnership Staff	0.00			7,500.00	10,000.00	-2,500.00	0.00		
RVARC Staff	0.00			18,749.97	25,000.00	-6,250.03	0.00		
Signs	0.00			0.00			0.00	1,000.00	-1,000.00
Supplies	0.00			0.00	600.00	-600.00	0.00		
Total Operations	0.00			26,428.97	35,600.00	-9,171.03	0.00	5,500.00	-5,500.00
<b>Other Types of Expenses</b>									
Advertising	0.00			0.00			0.00	1,900.00	-1,900.00
Bond Loan Interest Expense	162,337.50			0.00			0.00		
Misc. Expenses	0.00			0.00			0.00		
Technical Assistance	0.00			0.00	3,335.00	-3,335.00	787.50	2,250.00	-1,462.50
Total Other Types of Expenses	162,337.50			0.00	3,335.00	-3,335.00	787.50	4,150.00	-3,362.50
<b>Total Expense</b>	162,337.50			37,677.21	56,250.00	-18,572.79	165,299.14	1,904,093.00	-1,738,793.86
<b>Net Ordinary Income</b>	0.01			12,874.09	0.00	12,874.09	2,290,415.47	2,437,336.76	-146,921.29
<b>Net Income</b>	0.01	0.00	0.01	12,874.09	0.00	12,874.09	2,290,415.47	2,437,336.76	-146,921.29

\* shown and manually entered to this report for budget comparison purposes only

# ROBINSON, FARMER, COX ASSOCIATES

CERTIFIED PUBLIC ACCOUNTANTS

A PROFESSIONAL LIMITED LIABILITY COMPANY

April 18, 2018

Western Virginia Regional Industrial Facility Authority  
Attn: Board of Directors and Beth Doughty, Executive Director  
P.O. Box 2569  
Roanoke Virginia 24010-2569

Dear Board Members and Ms. Doughty:

We are pleased to confirm our understanding of the services we are to provide the Western Virginia Regional Industrial Facility Authority for the year ended June 30, 2018. We will audit the financial statements of the business-type activities, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Western Virginia Regional Industrial Facility Authority as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Western Virginia Regional Industrial Facility Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Western Virginia Regional Industrial Facility Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis, if prepared

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Western Virginia Regional Industrial Facility Authority and other procedures we consider necessary to enable us to express such opinions. We will issue a written

BLACKSBURG OFFICE  
STREET AND MAILING ADDRESS:  
108 SOUTH PARK DRIVE  
BLACKSBURG, VIRGINIA 24060

CORBIN STONE, C.P.A., Managing Director

TELEPHONE: (540) 552-7422  
FAX: (540) 552-0338

E-MAIL: [cstone@rfca.com](mailto:cstone@rfca.com)  
INTERNET: [www.rfca.com](http://www.rfca.com)



report upon completion of our audit of the Western Virginia Regional Industrial Facility Authority's financial statements. Our report will be addressed to the Board of Directors of the Western Virginia Regional Industrial Facility Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an of Public Accounts or its designee, *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Western Virginia Regional Industrial Facility Authority is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as

auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Western Virginia Regional Industrial Facility Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Western Virginia Regional Industrial Facility Authority in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Western Virginia Regional Industrial Facility Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Robinson, Farmer, Cox Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Virginia State Auditor of Public Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Robinson, Farmer, Cox Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Virginia State Auditor of Public Accounts. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 1, 2018 and to issue our reports no later than September 15, 2018. Corbin C. Stone, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services for the fiscal year ending June 30, 2018 shall not exceed \$6,875. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Western Virginia Regional Industrial Facility Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

ROBINSON, FARMER, COX ASSOCIATES



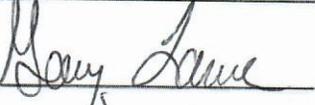
Corbin C. Stone  
Certified Public Accountant  
Member

This letter correctly sets forth the understanding of the Western Virginia Regional Industrial Facility Authority.

Management signature: 

Title: Executive Director

Date: 4/20/18

Governance signature: 

Title: WVRIFA Chair

Date: 4/20/18

## Resolution of Lodge, Association or Other Similar Organization

Union Bank & Trust  
PO Box 940  
Ruther Glen VA 22546

By: WESTERN VIRGINIA REGIONAL INDUSTRIAL  
FACILITY AUTHORITY  
PO BOX 2569  
ROANOKE VA 24010-2569

*Referred to in this document as "Financial Institution"*

*Referred to in this document as "Association"*

I, GARY P LARROWE, CHAIRMAN, certify that I am Secretary (clerk) of the above named association organized under the laws of VIRGINIA, Federal Employer I.D. Number 46-4829247, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on 4/23/2018 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**Agents.** Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature <i>(if used)</i>
GARY P LARROWE, CHAIRMAN		
A. _____ WAYNE G STRICKLAND, ASSISTANT TREASURER	X _____	X _____
B. _____ THOMAS GATES, VICE CHAIRMAN	X _____	X _____
C. _____ ELIZABETH S DOUGHTY, EXECUTIVE DIRECTOR	X _____	X _____
D. _____ WILLIAM B ROBERTSON, TREASURER	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

**Powers Granted.** (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A B C D E	(1) Exercise all of the powers listed in this resolution.	1
_____	(2) Open any deposit or share account(s) in the name of the Association.	_____
_____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
_____	(4) Borrow money on behalf and in the name of the Association, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Association as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
B	(7) Other: .BIZ	1

**Limitations on Powers.** The following are the Association's express limitations on the powers granted under this resolution.

**Resolutions**

**The Association named on this resolution resolves that,**

- (1) The Financial Institution is designated as a depository for the funds of the Association and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Association and certified to the Financial Institution as governing the operation of this association's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.





**WVRIFA  
Operating  
FY19 Budget**

created 5/8/18

	FY2018 Budget	FY2019 Budget	Notes
<b>Locality Dues</b>			
Botetourt County	\$ 6,100.63	\$ 6,050.58	notice of amount sent to locality 12/15/17
Franklin County	\$ 10,270.28	\$ 10,250.57	notice of amount sent to locality 12/15/17
Roanoke City	\$ 18,160.33	\$ 18,172.88	notice of amount sent to locality 12/15/17
Roanoke County	\$ 15,584.79	\$ 15,636.93	notice of amount sent to locality 12/15/17
Salem	\$ 4,634.41	\$ 4,646.27	notice of amount sent to locality 12/15/17
Vinton	\$ 1,499.56	\$ 1,492.77	notice of amount sent to locality 12/15/17
Reserve from FY18	\$ -	\$ 8,900.00	estimated
Reserve from FY16&17	\$ -	\$ 47,228.00	
<b>Total Revenue</b>	<b>\$ 56,250.00</b>	<b>\$ 112,378.00</b>	

<b>Operating Expenses</b>			
Accounting (Audit) Fee	\$ 6,665.00	\$ 6,875.00	
Legal Fees	\$ 10,000.00	\$ 7,500.00	
Insurance	\$ 650.00	\$ 674.00	
Rke Regional Partnership	\$ 10,000.00	\$ 15,000.00	
RVARC staff	\$ 25,000.00	\$ 25,000.00	
Supplies	\$ 600.00	\$ 600.00	
Technical Assistance	\$ 3,335.00	\$ 601.00	
	\$ -	\$ -	
	\$ -	\$ -	
<b>Total Expenses</b>	<b>\$ 56,250.00</b>	<b>\$ 56,250.00</b>	

<b>Reserve Funds</b>	<b>\$ -</b>	<b>\$ 56,128.00</b>	
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**THIS DEED OF EASEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **Western VA Regional Industrial Facility Authority**, "Grantor"; and **ROANOKE GAS COMPANY**, a Virginia corporation, "Grantee".

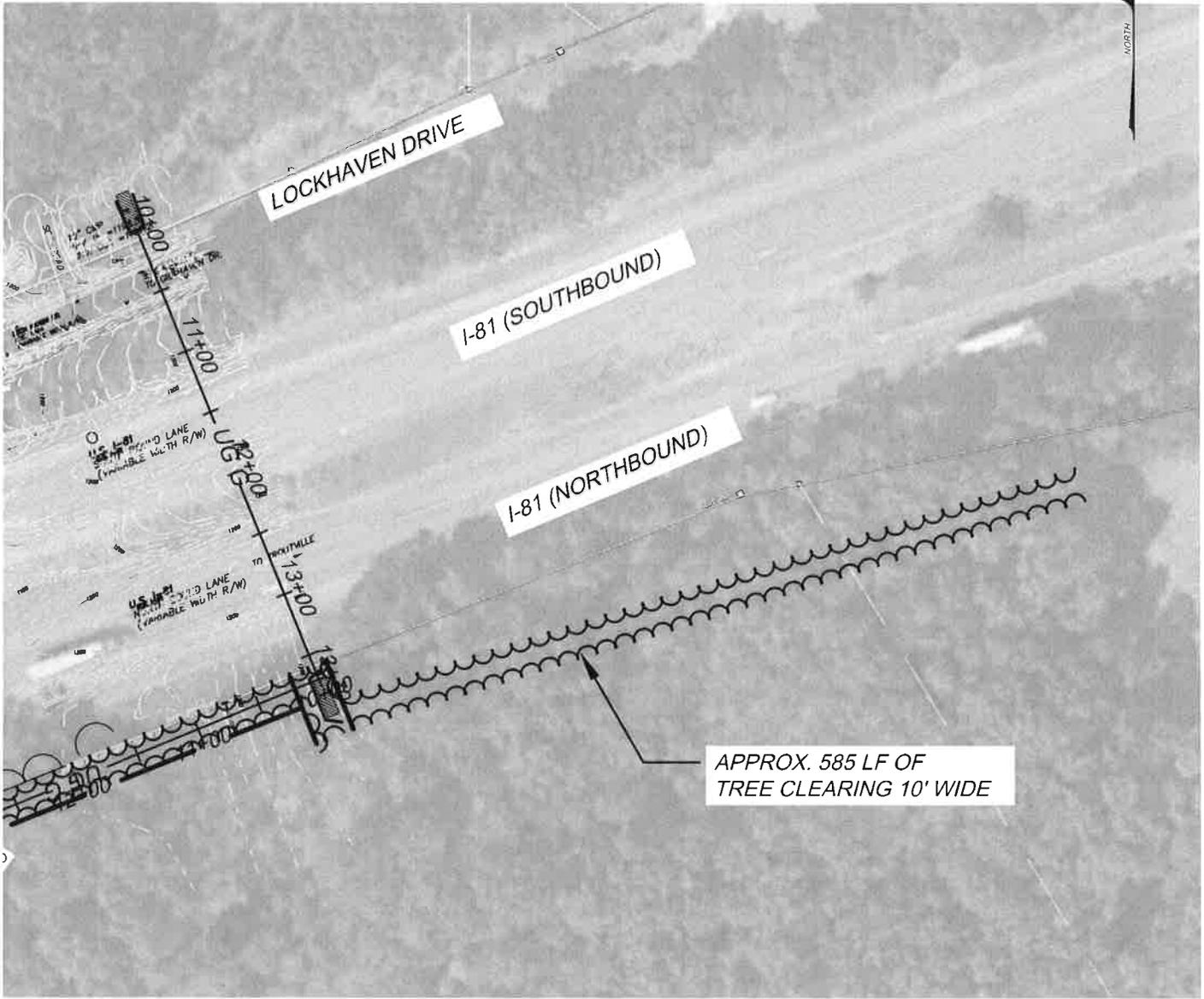
**WITNESSETH**

**THAT, FOR AND IN CONSIDERATION** of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant unto Grantee, its successors and assigns, the permanent right of way and easement to construct, install, operate, repair, replace, and maintain a gas pipeline (with appliances and accessories useful and necessary in connection therewith) over, under, through and across its land in the County of Roanoke, Commonwealth of Virginia, and being more described as follows:

A gas line easement per the attached plat showing a new gas line and temporary construction easements. The Grantor's property being that property designated in the County of Roanoke land records as tax ID 026.17-01-03.00. The property is further identified as 7911 Woodhaven Road.







PROJECT NO. 20171186  
 DATE: 5/4/18

LAT. 37°20'08" N  
 LONG. 80°00'24" W

DRAWN BY: WCH  
 CHECKED BY: BLC



**HURT & PROFFITT**  
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 FOR  
**WOODHAVEN DEVELOPMENT**  
 ROANOKE COUNTY, VIRGINIA

**DRAFT**

**COMMONWEALTH OF VIRGINIA  
GO VIRGINIA PER CAPITA ALLOCATION GRANT CONTRACT  
NUMBER 17-GOVA-02  
ADDENDUM B**

THIS ADDENDUM by and between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (herein called "DHCD"), REGIONAL COUNCIL TWO, VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY ("Virginia Tech" herein called "GRANTEE"), and WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY ("WVRIFA" herein called "SUBGRANTEE"), WITNESSETH THAT:

WHEREAS, the GRANTEE has been authorized to secure financial support from DHCD on behalf of REGIONAL COUNCIL TWO under the terms of the Virginia Growth and Opportunity Act; and

WHEREAS, "WVRIFA Wood Haven Road Site Water and Sewer Infrastructure Enhancement Project" (**hereinafter referred to as the "PROJECT"**) as described in the GO VIRGINIA Per Capita Allocation Grant APPLICATION submitted by GRANTEE on behalf of SUBGRANTEE has qualified for funding on the basis of the GO VIRGINIA Grant Scoring Guidelines as established by DHCD and the Growth and Opportunity Board (hereinafter referred to as the "BOARD"); and

WHEREAS, DHCD entered into an AGREEMENT with GRANTEE as the fiduciary recipient of GO VIRGINIA Per Capita Allocation Grants on behalf of REGIONAL COUNCIL TWO; and

WHEREAS, the AGREEMENT obligated GRANTEE and SUBGRANTEE to specific requirements and procedure relating to the completion of the scope of work outlined below and the reporting of financials and PRODUCTS associated with the PROJECT;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**SCOPE OF WORK** GRANTEE and SUBGRANTEE will commence, carry out and complete this scope of work, beginning on **May 18, 2018** as described in the GRANTEE's GO VIRGINIA Per Capita Allocation Grant APPLICATION(S) submitted to DHCD in CAMS, and any subsequent, approved, written amendments to the APPLICATION(S), which are made a part of this AGREEMENT. GRANTEE and SUBGRANTEE(S) shall complete the scope of work as described in the CONTRACT DOCUMENTS, on or before **May 17, 2020**.

2. DHCD agrees to award the GRANTEE a GO VIRGINIA Per Capita Allocation Grant for the amount of allowable, eligible costs associated with the completion of the scope of the work describe in this ADDENDUM(s), but not to exceed **\$200,000 (two hundred**

**thousand dollars).** Subsequent funding applications for this project, if any, must be submitted to and approved by REGIONAL COUNCIL TWO and the BOARD.

3. Non-State sources of matching funds of at least \$1 dollar for every dollar awarded are required for the use of GO VIRGINIA Per Capita Allocation Grant funds, unless otherwise waived by the BOARD. A total match of **\$760,000.00 (seven hundred and sixty thousand dollars)** over two years is committed to this project by GRANTEE on behalf of SUBGRANTEE.
4. Until DHCD has determined that the ACTIVITY(S) and PRODUCT(S) have been satisfied, none of the assets or property acquired, constructed, improved, equipped, and/or furnished as part of the PROJECT shall be leased, sold, exchanged, disposed of, hypothecated, mortgaged or encumbered without the prior written approval by DHCD, which shall not be unreasonably withheld so long as SUBGRANTEE is making reasonable progress toward fulfillment of the ACTIVITY(S) and if necessary for the financing of the development of the PROJECT or the financing of a future user on reasonable terms. If at any time the SUBGRANTEE is unable to perform its functions under this agreement, GRANTEE shall immediately provide written notice to DHCD describing its inability to fulfill the requirements of this AGREEMENT and PROJECT ADDENDUM, and establish a date at the earliest convenience to mutually resolve the issue. If SUBGRANTEE fails to abide by this AGREEMENT and PROJECT ADDENDUM, DHCD reserves the right to request repayment of GO Virginia Per Capita Grant funds within 60 days, unless otherwise prohibited by law. The SUBGRANTEE reserves the right to repay the GO Virginia Per Capita Grant funds at any time upon which payment the SUBGRANTEE will be released from any further obligation under this AGREEMENT.
5. SUBGRANTEE agrees to report to the GRANTEE any agreed-upon metrics included in the “GO Virginia Region 2 Strategic Plan Evaluation Matrix” in order to facilitate GRANTEE tracking of program and project performance and outcomes.

**PROJECT TITLE:** WVRIFA Wood Haven Road Site Water and Sewer Infrastructure  
Enhancement Project

**ACTIVITIES:**

1. **Infrastructure Development:** The PROJECT improves the site readiness and marketability of an industrial site near the intersection of Routes 81 and 581 that could accommodate a 52-acre pad and a 20-acre pad. The scope of work includes the necessary water and sewer utility extensions and connections to prepare the site for development. This timeline for the PROJECT is simultaneous with other due diligence activities and the development of a master plan, which will help propel the site to a Tier 4 Business Ready Site Certifications through VEDP. GO Virginia funds will be used to extend the water and sewer infrastructure to the pad sites.

## **MILESTONES:**

- **May 2018 – August 2018:**
  - Completion of the Transportation Impact Analysis
  - Submission of the Land Use Application
  - Public Meeting
  - Planning Commission Hearing
  - Board of Supervisors Hearing
  - Complete Rezoning Process
- **September 2018 – December 2018:**
  - Procurement of Engineering Services for PE/Design
  - Produce PE/Survey
- **January 2019 – February 2019:**
  - Produce Construction Documents
- **March 2019 – May 2019: Permitting**
- **June 2019 – August 2019: Bid Project/Contract Negotiations**
- **September 2019 – May 2020: Construction**

## **METRICS:**

- Investment in Marketing Site
- Number of projects (active company recruitment files)
- Number of prospects (active company visits)
- Leveraged Private Investment
- Leveraged Public Investment

## **PRODUCTS:**

- Extension of water and sewer utilities to grading elevation for sites
- Tier 4 Business Ready Site Certification
- Attraction of a business prospect in line with the mission of GO Virginia
- Securing a commitment to create of 100-150 jobs and private investment of up to \$100 million within 3 years after completion of the water and sewer extension

**BUDGET:** Sources & Uses Document Attached.

**SUBGRANTEE**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Gary Larrowe, Chairman of the Board  
Western Virginia Regional Industrial Facility Authority (WVRIFA)

**GRANTEE**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Guru Ghosh, Vice President for Outreach and International Affairs  
Virginia Polytechnic Institute and State University

**REGIONAL COUNCIL TWO**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Raymond D. Smoot, Jr. Chairman, GO Virginia Region 2 Council

**VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Erik C. Johnston, Director