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# 2019 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **2:00 PM**  
Richmond, VA Time On **March 14, 2019**

#### Tax Exempt Bonds

Applications should be received at VHDA at least one month before the bonds are *priced* (if bonds issued by VHDA), or 75 days before the bonds are *issued* (if bonds are not issued by VHDA)



Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220-6500

## INSTRUCTIONS FOR THE VIRGINIA 2019 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

**An electronic copy of your completed application is a mandatory submission item.**

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **2:00 PM** Richmond Virginia time on **March 14, 2019**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

#### **Please Note:**

**Applicants should submit all application materials in electronic format only.**

**There should be distinct files which should include the following:**

- 1. Application For Reservation – the active Microsoft Excel workbook**
- 2. A PDF file which includes the following:**
  - Application For Reservation – Signed version of hardcopy
  - All application attachments (i.e. tab documents, excluding market study and plans & specs)
- 3. Market Study – PDF or Microsoft Word format**
- 4. Plans - PDF or other readable electronic format**
- 5. Specifications - PDF or other readable electronic format (may be combined into the same file as the plans if necessary)**
- 6. Unit-By-Unit work write up (rehab only) - PDF or other readable electronic format**

#### **IMPORTANT:**

**VHDA can accept files via our work center site Procorem or on flash/thumb drives. Contact Hope Rutter for access to Procorem.**

**Do not submit any application materials to any email address unless specifically requested by the VHDA LIHTC Allocation Department staff.**

#### Disclaimer:

VHDA assumes no responsibility for any problems incurred in using this spreadsheet or for the accuracy of calculations. Check your application for correctness and completeness before submitting the application to VHDA.

#### Entering Data:

Enter numbers or text as appropriate in the blank spaces highlighted in yellow. Cells have been formatted as appropriate for the data expected. All other cells are protected and will not allow changes.

#### **Please Note:**

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

#### Assistance:

If you have any questions, please contact the VHDA LIHTC Allocation Department. Please note that we cannot release the copy protection password.

#### **VHDA LIHTC Allocation Staff Contact Information**

<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
JD Bondurant	<a href="mailto:johndavid.bondurant@vhda.com">johndavid.bondurant@vhda.com</a>	(804) 343-5725
Hope Coleman Rutter	<a href="mailto:hope.rutter@vhda.com">hope.rutter@vhda.com</a>	(804) 343-5574
Sheila Stone	<a href="mailto:sheila.stone@vhda.com">sheila.stone@vhda.com</a>	(804) 343-5582
Stephanie Flanders	<a href="mailto:stephanie.flanders@vhda.com">stephanie.flanders@vhda.com</a>	(804) 343-5939
Pamela Freeth	<a href="mailto:pamela.freeth@vhda.com">pamela.freeth@vhda.com</a>	(804) 343-5563
Jovan Burton	<a href="mailto:Jovan.burton@vhda.com">Jovan.burton@vhda.com</a>	(804) 343-5518

**TABLE OF CONTENTS**

Click on any tab label to be directed to that tab within the application.

<b>TAB</b>	<b>DESCRIPTION</b>
1. <a href="#"><u>Submission Checklist</u></a>	Mandatory Items, Tabs and Descriptions
2. <a href="#"><u>Development Information</u></a>	Development Name and Locality Information
3. <a href="#"><u>Request Info</u></a>	Credit Request Type
4. <a href="#"><u>Owner Information</u></a>	Owner Information and Developer Experience
5. <a href="#"><u>Site and Seller Information</u></a>	Site Control, Identity of Interest and Seller info
6. <a href="#"><u>Team Information</u></a>	Development Team Contact information
7. <a href="#"><u>Rehabilitation Information</u></a>	Acquisition Credits and 10-Year Look Back Info
8. <a href="#"><u>Non Profit</u></a>	Non Profit Involvement, Right of First Refusal
9. <a href="#"><u>Structure</u></a>	Building Structure and Units Description
10. <a href="#"><u>Utilities</u></a>	Utility Allowance
11. <a href="#"><u>Enhancements</u></a>	Building Amenities above Minimum Design Requirements
12. <a href="#"><u>Special Housing Needs</u></a>	504 Units, Sect. 8 Waiting List, Rental Subsidy
13. <a href="#"><u>Unit Details</u></a>	Set Aside Selection and Breakdown
14. <a href="#"><u>Budget</u></a>	Operating Expenses
15. <a href="#"><u>Project Schedule</u></a>	Actual or Anticipated Development Schedule
16. <a href="#"><u>Hard Costs</u></a>	Development Budget: Contractor Costs
17. <a href="#"><u>Owner's Costs</u></a>	Development Budget: Owner's Costs, Developer Fee, Cost Limits
18. <a href="#"><u>Eligible Basis</u></a>	Eligible Basis Calculation
19. <a href="#"><u>Sources of Funds</u></a>	Construction, Permanent, Grants and Subsidized Funding Sources
20. <a href="#"><u>Equity</u></a>	Equity and Syndication Information
	<a href="#"><u>Gap Calculation</u></a>
21. <a href="#"><u>Cash Flow</u></a>	Cash Flow Calculation
22. <a href="#"><u>BINs</u></a>	BIN by BIN Eligible Basis
24. <a href="#"><u>Owner Statement</u></a>	Owner Certifications
25. <a href="#"><u>Scoresheet</u></a>	Self Scoresheet Calculation
26. <a href="#"><u>Development Summary</u></a>	Summary of Key Application Points
27. <a href="#"><u>Efficient Use of Resources</u></a>	Calculation of Score
28. <a href="#"><u>Efficient Use of Resources - TE Bonds</u></a>	Calculation of Score

## 2019 Low-Income Housing Tax Credit Application For Reservation

Please indicate if the following items are included with your application by putting an 'X' in the appropriate boxes. Your assistance in organizing the submission in the following order, and actually using tabs to mark them as shown, will facilitate review of your application. Please note that all mandatory items must be included for the application to be processed. The inclusion of other items may increase the number of points for which you are eligible under VHDA's point system of ranking applications, and may assist VHDA in its determination of the appropriate amount of credits that may be reserved for the development.

- \$1,000 Application Fee **(MANDATORY)**
- Electronic Copy of the Microsoft Excel Based Application **(MANDATORY)**
- Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study and plans & specifications) **(MANDATORY)**
- Electronic Copy of the Market Study **(MANDATORY - Application will be disqualified if study is not submitted with application)**
- Electronic Copy of the Plans **(MANDATORY)**
- Electronic Copy of the Specifications **(MANDATORY)**
- Electronic Copy of the Physical Needs Assessment **(MANDATORY if rehab)**
- Electronic Copy of Appraisal **(MANDATORY if acquisition credits requested)**
- Electronic Copy of Environmental Site Assessment (Phase I) **(MANDATORY if 4% credits requested)**
- Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests **(MANDATORY)**
- Tab B: Virginia State Corporation Commission Certification **(MANDATORY)**
- Tab C: Principal's Previous Participation Certification **(MANDATORY)**
- Tab D: List of LIHTC Developments (Schedule A) **(MANDATORY)**
- Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment **(MANDATORY)**
- Tab F: Architect's Certification and RESNET Rater Certification **(MANDATORY)**
- Tab G: Zoning Certification Letter **(MANDATORY)**
- Tab H: Attorney's Opinion **(MANDATORY)**
- Tab I: Nonprofit Questionnaire **(MANDATORY for points or pool)**
- The following documents need not be submitted unless requested by VHDA:
- Nonprofit Articles of Incorporation
  - IRS Documentation of Nonprofit Status
  - Joint Venture Agreement (if applicable)
  - For-profit Consulting Agreement (if applicable)
- Tab J: Relocation Plan **(MANDATORY, if tenants are displaced)**
- Tab K: Documentation of Development Location:
- K.1 Revitalization Area Certification
  - K.2 Location Map
  - K.3 Surveyor's Certification of Proximity To Public Transportation
- Tab L: PHA / Section 8 Notification Letter
- Tab M: Locality CEO Response Letter
- Tab N: Homeownership Plan
- Tab O: Plan of Development Certification Letter
- Tab P: Developer Experience documentation and Partnership agreements
- Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
- Tab R: Documentation of Operating Budget and Utility Allowances
- Tab S: Supportive Housing Certification
- Tab T: Funding Documentation
- Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population
- Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
- Tab W: (Reserved)
- Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504



**2019 Low-Income Housing Tax Credit Application For Reservation**

**VHDA TRACKING NUMBER**

**2019-C-29**

**A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT**

Application Date: **3/14/2019**

1. Development Name: **Powhatan Terrace Townhomes**
2. Address (line 1): **1676 Jamestown Road**  
 Address (line 2):  
 City: **Williamsburg** State: **VA** Zip: **23185**
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: **00.00000** Latitude: **00.00000**  
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:  
 City/County of **James City County**
5. The site overlaps one or more jurisdictional boundaries..... **FALSE**  
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: **803.03**
7. Development is located in a **Qualified Census Tract**..... **FALSE**
8. Development is located in a **Difficult Development Area**..... **FALSE**
9. Development is located in a **Revitalization Area based on QCT** ..... **FALSE**
10. Development is located in a **Revitalization Area designated by resolution** ..... **FALSE**
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... **FALSE**  
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)

12. Development is located in a census tract with a poverty rate of.....	3%	10%	12%
	TRUE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: **1**
- Planning District: **23**
- State Senate District: **3**
- State House District: **93**

Click on the following link for assistance in determining the districts related to this development:

[Link to VHDA's HOME - Select Virginia LIHTC Reference Map](#)

**14. ACTION: Provide Location Map (TAB K2)**

**15. Development Description: In the space provided below, give a brief description of the proposed development**

Powhatan Terrace involves the new construction of 36 rental units in Williamsburg, Virginia. The project consists of all two and three bedroom units serving low income families, with 5 of the units meeting Section 504 accessibility requirements. The site design provides 36 townhouse units in 6 buildings, including a community room for the residents. Housing Partnerships, Inc., the sponsor and developer, a Williamsburg-based nonprofit organization, has been serving the people of James City County since 1985.

**16. Local Needs and Support**

- a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County Administrator of the political jurisdiction in which the development will be located:

2019 Low-Income Housing Tax Credit Application For Reservation

VHDA TRACKING NUMBER

2019-C-29

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/14/2019

Chief Executive Officer's Name: Scott Stevens  
Chief Executive Officer's Title: County Administrator Phone: (757) 253-6728  
Street Address: 101-D Mounts Bay Rd P.O. Box 8784  
City: Williamsburg State: VA Zip: 23187

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Christy Parrish, CZA, CTM, CFM, Zoning Administrator

b. If the development overlaps another jurisdiction, please fill in the following:

Chief Executive Officer's Name:   
Chief Executive Officer's Title:  Phone:   
Street Address:   
City:  State:  Zip:

Name and title of local official you have discussed this project with who could answer questions for the local CEO:

**ACTION:** Provide Locality Notification Letter at **Tab M** if applicable.

**B. RESERVATION REQUEST INFORMATION**

1. **Requesting Credits From:**

- a. If requesting 9% Credits, select credit pool: Non Profit Pool
- or
- b. If requesting Tax Exempt Bonds, select development type:

2. **Type(s) of Allocation/Allocation Year**

Carryforward Allocation

Definitions of types:

- a. Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 2019.
- b. Carryforward Allocation means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2019, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2019 credits pursuant to Section 42(h)(1)(E).

3. **Select Building Allocation type:**

New Construction

**Note** regarding Type = Acquisition and Rehabilitation: Even if you acquired a building this year and "placed it in service" for the purpose of the acquisition credit, you cannot receive its acquisition 8609 form until the rehab 8609 is issued for that building.

4. Is this an additional allocation for a development that has buildings not yet placed in service? FALSE

5. **Planned Combined 9% and 4% Developments** FALSE

A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application. (25, 35 or 45 pts)

a. Has the developer met with VHDA regarding the 4% tax exempt bond deal? FALSE

b. List below the number of units planned for each allocation request. This stated count cannot be changed or 9% Credits will be cancelled.

Total Units within 9% allocation request?	0
Total Units within 4% Tax Exempt allocation Request?	0
Total Units:	0

% of units in 4% Tax Exempt Allocation Request: 0.00%

6. **Extended Use Restriction**

**Note:** Each recipient of an allocation of credits will be required to record an **Extended Use Agreement** as required by the IRC governing the use of the development for low-income housing for at least 30 years. Applicant waives the right to pursue a Qualified Contract.

**Must Select One:** 30

**Definition of selection:**

Development will be subject to the standard extended use agreement of 15 extended use period (after the mandatory 15-year compliance period.)

**C. OWNERSHIP INFORMATION**

NOTE: VHDA may allocate credits only to the tax-paying entity which owns the development at the time of the allocation. The term "Owner" herein refers to that entity. Please fill in the legal name of the owner. The ownership entity must be formed prior to submitting this application. Any transfer, direct or indirect, of partnership interests (except those involving the admission of limited partners) prior to the placed-in-service date of the proposed development shall be prohibited, unless the transfer is consented to by VHDA in its sole discretion. **IMPORTANT: The Owner name listed on this page must exactly match the owner name listed on the Virginia State Corporation Commission Certification.**

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: Powhatan Terrace, LLC

Developer Name: Housing Partnerships, Inc.

Contact: M/M ▶ Ms. First: Brandie MI: V Last: Weiler

Address: 115 Palace Lane

City: Williamsburg St. ▶ VA Zip: 23185

Phone: (757) 221-0225 Ext.  Fax:

Email address: bweiler@housingpartnerships.org

Federal I.D. No. 83-3836059 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ Limited Liability Company Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.

- ACTION:** a. Provide Owner's organizational documents (e.g. Partnership agreements) **(Mandatory TAB A)**  
 b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**

**2. Principal(s) of the General Partner:** List names of individuals and ownership interest.

Names **	Phone	Type Ownership	% Ownership	
Housing Partnerships, Inc.	(757) 221-0225	Managing Member	100.000%	
Brandie Weiler, Executive Director			0.000%	needs
			0.000%	
			0.000%	needs
			0.000%	
			0.000%	
			0.000%	

The above should include 100% of the GP or LLC member interest.

\*\* These should be the names of individuals who make up the General Partnership, not simply the names of entities which may comprise those components.

- ACTION:** a. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**

**C. OWNERSHIP INFORMATION**

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b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. **(Mandatory at TABS A/D)**

**3. Developer Experience:** Provide evidence that the principal or principals of the controlling general partner or managing member for the proposed development have developed:

a. as a controlling general partner or managing member, (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments. .... **FALSE**

**Action:** Must be included on VHDA Experienced LIHTC Developer List or provide copies of 8609s, partnership agreements and organizational charts **(Tab P)**

b. at least three deals as principal and have at \$500,000 in liquid assets..... **FALSE**

**Action:** Must be included on the VHDA Experienced LIHTC Developer List or provide Audited Financial Statements and copies of 8609s **(Tab P)**

c. The development's principal(s), as a group or individually, have developed as controlling general partner or managing member, at least one tax credit development that contains at least the same number of units of this proposed development (can include Market units). .... **FALSE**

**Action:** Must provide copies of 8609s and partnership agreements **(Tab P)**

D. SITE CONTROL

NOTE: Site control by the Owner identified herein is a mandatory precondition of review of this application. Documentary evidence in the form of either a deed, option, purchase contract or lease for a term longer than the period of time the property will be subject to occupancy restrictions must be included herewith. (For 9% Competitive Credits - An option or contract must extend beyond the application deadline by a minimum of four months.)

Warning: Site control by an entity other than the Owner, even if it is a closely related party, is not sufficient. Anticipated future transfers to the Owner are not sufficient. The Owner, as identified previously, must have site control at the time this Application is submitted.

NOTE: If the Owner receives a reservation of credits, the property must be titled in the name of or leased by (pursuant to a long-term lease) the Owner before the allocation of credits is made.

Contact VHDA before submitting this application if there are any questions about this requirement.

1. Type of Site Control by Owner:

Applicant controls site by (select one and provide documentation - Mandatory TAB E)

Select Type: Option

Expiration Date: 7/31/2020

In the Option or Purchase contract - Any contract for the acquisition of a site with an existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, if any, at such level required by VHDA. See QAP for further details.

FALSE ..... There is more than one site for development and more than one form of site control.

(If True, provide documentation for each site specifying number of existing buildings on the site (if any), type of control of each site, and applicable expiration date of stated site control. A site control document is required for each site (Tab E).)

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

a. FALSE ..... Owner already controls site by either deed or long-term lease.

b. TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 7/31/2020 .

c. FALSE ..... There is more than one site for development and more than one expected date of acquisition by Owner.

(If c is True, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner (Tab E).)

3. Seller Information:

Name: JTR Properties, LLC

Address: 5400 Discovery Park Blvd, Ste 102

City: Williamsburg St.: VA Zip: 23188

Contact Person: Sterling Nichols Phone: (757) 259-3808

There is an identity of interest between the seller and the owner/applicant..... FALSE

**D. SITE CONTROL**

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If above statement is **TRUE**, complete the following:

Principal(s) involved (e.g. general partners, controlling shareholders, etc.)

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
LLC			100.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

**2019 Low-Income Housing Tax Credit Application For Reservation**

**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team. Provide Contact and Firm Name.

- |                          |                                                       |                           |                |
|--------------------------|-------------------------------------------------------|---------------------------|----------------|
| 1. Tax Attorney:         | Glenn Graff                                           | This is a Related Entity. | FALSE          |
| Firm Name:               | Applegate & Thorne-Thomsen                            |                           |                |
| Address:                 | 425 S. Financial Place, Ste 1900, Chicago, IL 60605   |                           |                |
| Email:                   | ggraff@att-law.com                                    | Phone:                    | 312-491-3313   |
|                          |                                                       |                           |                |
| 2. Tax Accountant:       | Mike Vicars                                           | This is a Related Entity. | FALSE          |
| Firm Name:               | Dooley and Vicars                                     |                           |                |
| Address:                 | 21 Sheppard Street, Richmond, VA 23221                |                           |                |
| Email:                   | 804-355-2808                                          | Phone:                    |                |
|                          |                                                       |                           |                |
| 3. Consultant:           |                                                       | This is a Related Entity. | FALSE          |
| Firm Name:               |                                                       | Role:                     |                |
| Address:                 |                                                       |                           |                |
| Email:                   |                                                       | Phone:                    |                |
|                          |                                                       |                           |                |
| 4. Management Entity:    | TBD - VHDA Certified Management Agent                 | This is a Related Entity. | FALSE          |
| Firm Name:               |                                                       |                           |                |
| Address:                 |                                                       |                           |                |
| Email:                   | TBD                                                   | Phone:                    |                |
|                          |                                                       |                           |                |
| 5. Contractor:           | Al Davis, Director of Preconstruction and Dev.        | This is a Related Entity. | FALSE          |
| Firm Name:               | Henderson, Inc.                                       |                           |                |
| Address:                 | 5806 Mooretown Road, Williamsburg, VA 23188           |                           |                |
| Email:                   | al@hendersoninc.com                                   | Phone:                    | (757) 565-1090 |
|                          |                                                       |                           |                |
| 6. Architect:            | Kristin C. Baum                                       | This is a Related Entity. | FALSE          |
| Firm Name:               | GuernseyTingle                                        |                           |                |
| Address:                 | 4350 New Town Avenue, Ste 101, Williamsburg, VA 23188 |                           |                |
| Email:                   | kbaum@guernseytingle.com                              | Phone:                    | (757) 220-0220 |
|                          |                                                       |                           |                |
| 7. Real Estate Attorney: | Andy Franck                                           | This is a Related Entity. | FALSE          |
| Firm Name:               | Geddy, Harris, Franck & Hickman                       |                           |                |
| Address:                 | 1177 Jamestown Road, Williamsburg, VA 23185           |                           |                |
| Email:                   | afranck@ghfhlaw.com                                   | Phone:                    | 757-220-6500   |
|                          |                                                       |                           |                |
| 8. Mortgage Banker:      |                                                       | This is a Related Entity. | FALSE          |
| Firm Name:               |                                                       |                           |                |
| Address:                 |                                                       |                           |                |
| Email:                   |                                                       | Phone:                    |                |
|                          |                                                       |                           |                |
| 9. Other:                |                                                       | This is a Related Entity. | FALSE          |
| Firm Name:               |                                                       | Role:                     |                |
| Address:                 |                                                       |                           |                |
| Email:                   |                                                       | Phone:                    |                |



**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**  
If no credits are being requested for existing buildings acquired for the development, skip this tab.
- b. This development has received a previous allocation of credits..... **FALSE**  
 If so, in what year did this development receive credits? .....
- c. The development is listed on the RD 515 Rehabilitation Priority List?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**  
**Action:** (If True, provide required form in **TAB Q**)

Note: If there is an identity of interest between the applicant and the seller in this proposal, and the applicant is seeking points in this category, then the applicant must either waive their rights to the developer's fee or other fees associated with acquisition, or obtain a waiver of this requirement from VHDA prior to application submission to receive these points.

- i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... **FALSE**
- ii. Applicant has obtained a waiver of this requirement from VHDA prior to the application submission deadline..... **FALSE**

**2. Ten-Year Rule For Acquisition Credits**

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/ \$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... **FALSE**
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... **FALSE**
  - i. Subsection (I)..... **FALSE**
  - ii. Subsection (II)..... **FALSE**
  - iii. Subsection (III)..... **FALSE**
  - iv. Subsection (IV)..... **FALSE**
  - v. Subsection (V)..... **FALSE**
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... **FALSE**
- d. There are different circumstances for different buildings..... **FALSE**  
**Action:** (If True, provide an explanation for each building in Tab K)

**3. Rehabilitation Credit Information**

- a. Credits are being requested for rehabilitation expenditures..... **FALSE**  
If no credits are being requested for rehabilitation expenditures, go on to Part 4

**F. REHAB INFORMATION**

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**b. Minimum Expenditure Requirements**

- i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... **FALSE**
- ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... **FALSE**
- iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... **FALSE**
- iv. There are different circumstances for different buildings..... **FALSE**  
**Action:** (If True, provide an explanation for each building in Tab K)

**4. Request For Exception**

- a. The proposed new construction development (including adaptive reuse and rehabilitation that creates additional rental space) is subject to an assessment of up to minus 20 points for being located in a pool identified by the Authority as a pool with little or no increase in rent burdened population..... **FALSE**
- b. Applicant seeks an exception to this restriction in accordance with one of the following provisions under 13VAC10-180-60:
  - i. Proposed development is specialized housing designed to meet special needs that cannot readily be addressed utilizing existing residential structures..... **FALSE**
  - ii. Proposed development is designed to serve as a replacement for housing being demolished through redevelopment..... **FALSE**
  - iii. Proposed development is housing that is an integral part of a neighborhood revitalization project sponsored by a local housing authority..... **FALSE**

**Action:** If any of 4(b) responses are true, provide documentation at Tab U.

G. NONPROFIT INVOLVEMENT

Applications for 9% Credits - Section must be completed in order to compete in the Non Profit tax credit pool.

All Applicants - Section must be completed to obtain points for nonprofit involvement.

1. Tax Credit Nonprofit Pool Applicants: To qualify for the nonprofit pool, an organization (described in IRC Section 501(c)(3) or 501(c)(4) and exempt from taxation under IRC Section 501(a)) should answer the following questions as TRUE:

- TRUE a. Be authorized to do business in Virginia.
TRUE b. Be substantially based or active in the community of the development.
TRUE c. Materially participate in the development and operation of the development throughout the compliance period...
TRUE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
TRUE e. Not be affiliated with or controlled by a for-profit organization.
TRUE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
TRUE g. Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

2. All Applicants: To qualify for points under the ranking system, the nonprofit's involvement need not necessarily satisfy all of the requirements for participation in the nonprofit tax credit pool.

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... TRUE (If false, go on to part III.)

Action: If there is nonprofit involvement, provide completed Non Profit Questionnaire (Mandatory TAB I).

B. Type of involvement:

Nonprofit meets eligibility requirement for points only, not pool..... FALSE

or

Nonprofit meets eligibility requirements for nonprofit pool and points..... TRUE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Applicant

Name: Housing Partnerships, Inc. (Please fit NP name within available space)

Contact Person: Brandie Weiler

Street Address: 115 Palace Lane

City: Williamsburg State: VA Zip: 23188-0000

Phone: (757) 221-0225 Extension: Contact Email: bweiler@housingpartners

D. Percentage of Nonprofit Ownership (All nonprofit applicants):

Specify the nonprofit entity's percentage ownership of the general partnership interest: 100.0%

**G. NONPROFIT INVOLVEMENT**

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**3. Nonprofit/Local Housing Authority Purchase Option/Right of First Refusal**

A. TRUE After the mandatory 15-year compliance period, a qualified nonprofit or local housing authority will have the option to purchase or the right of first refusal to acquire the development for a price not to exceed the outstanding debt and exit taxes. Such debt must be limited to the original mortgage(s) unless any refinancing is approved by the nonprofit.

**Action:** Provide Option or Right of First Refusal in Recordable Form **(TAB V)**  
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

**Name of qualified nonprofit:** Housing Partnerships, Inc.

**or indicate true if Local Housing Authority** FALSE  
**Name of Local Housing Authority** \_\_\_\_\_

2. FALSE A qualified nonprofit or local housing authority submits a homeownership plan committing to sell the units in the development after the mandatory 15-year compliance period to tenants whose incomes shall not exceed the applicable income limit at the time of their initial occupancy.

**Action:** Provide Homeownership Plan **(TAB N)**

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	36	bedrooms	90
Total number of <b>rental</b> units in development	36	bedrooms	90
Number of low-income rental units	36	bedrooms	90
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	36	bedrooms	90
Number of adaptive reuse units: .....	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		44,079.32	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		1,570.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		42,509.32	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....		100.00%	
i. Exact area of site in acres .....	8.000		
j. Locality has approved a final site plan or plan of development..... If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).		FALSE	
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....		FALSE	

**Definition:**

The structure is historic, by virtue of being listed individually in the National Register of Historic Places, or due to its location in a registered historic district and certified by the Secretary of the Interior as being of historical significance to the district, and the rehabilitation will be completed in such a manner as to be eligible for historic rehabilitation tax credits.

**2. UNIT MIX**

a. Specify the **average size and number per unit type (as indicated in the Architect's Certification):**

Note: Average sq foot should include the prorata of common space.

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0

**H. STRUCTURE AND UNITS INFORMATION**

Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	1052.56	SF	4	4
3BR Garden	1265.39	SF	4	4
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	1080.06	SF	14	14
2+ Story 3BR Townhouse	1294.06	SF	14	14
2+ Story 4BR Townhouse	0.00	SF	0	0
			36	36

Note: Please be sure to enter the values in the appropriate unit category. If not, errors will occur on the self scoresheet.

**3. Structures**

- a. Number of Buildings (containing rental units)..... **6**
- b. Age of Structure:..... **0** years
- c. Number of stories:..... **2**
- d. The development is a scattered site development..... **FALSE**

e. Commercial Area Intended Use: \_\_\_\_\_

f. Project consists primarily of : **(Only One Option Below Can Be True)**

- i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... **TRUE**
- ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... **FALSE**
- iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... **FALSE**

g. Indicate **True** for all development's structural features that apply:

- i. Row House/Townhouse **TRUE**
- ii. Garden Apartments **FALSE**
- iii. Slab on Grade **TRUE**
- iv. Crawl space **FALSE**
- v. Detached Single-family **FALSE**
- vi. Detached Two-family **FALSE**
- vii. Basement **FALSE**

h. Development contains an elevator(s). **FALSE**  
 If true, # of Elevators. **0**  
 Elevator Type (if known) \_\_\_\_\_

- i. Roof Type **▶ Pitched**
- j. Construction Type **▶ Frame**
- k. Primary Exterior Finish **▶ Brick**

**4. Site Amenities (indicate all proposed)**

- a. Business Center..... **FALSE**
- b. Covered Parking..... **FALSE**
- c. Exercise Room..... **FALSE**
- f. Limited Access..... **FALSE**
- g. Playground..... **TRUE**
- h. Pool..... **FALSE**

**H. STRUCTURE AND UNITS INFORMATION**

d. Gated access to Site.....	FALSE	i. Rental Office.....	FALSE
e. Laundry facilities.....	FALSE	j. Sports Activity Court..	FALSE
		k. Other:	
l. Describe Community Facilities:			
m. Number of Proposed Parking Spaces.....	116		
Parking is shared with another entity .....	FALSE		
n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. ....	TRUE		

If True, Provide required documentation (TAB K3).

**5. Plans and Specifications**

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
  - i. A location map with development clearly defined.
  - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
  - iii. Sketch plans of all building(s) reflecting overall dimensions of:
    - a. Typical floor plan(s) showing apartment types and placement
    - b. Ground floor plan(s) showing common areas
    - c. Sketch floor plan(s) of typical dwelling unit(s)
    - d. Typical wall section(s) showing footing, foundation, wall and floor structure
 Notes must indicate basic materials in structure, floor and exterior finish.
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
  - i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

**NOTE:** All developments must meet VHDA's **Minimum Design and Construction Requirements**. By signing and submitting the Application for Reservation of LIHTC, the applicant certifies that the proposed project budget, plans & specifications and work write-ups incorporate all necessary elements to fulfill these requirements.

**6. Market Study Data:**

Obtain the following information from the **Market Study** conducted in connection with this tax credit application:

Project Wide Capture Rate - LIHTC Units	8.50%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	8.50%
Project Wide Absorption Period (Months)	6

**J. ENHANCEMENTS**

Each development must meet the following baseline energy performance standard applicable to the development's construction category.

- a. **New Construction:** must meet all criteria for EPA EnergyStar certification.
- b. **Rehabilitation:** renovation must result in at least a 30% performance increase or score an 80 or lower on the HERS Index.
- c. **Adaptive Reuse:** must score a 95 or lower on the HERS Index.

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater.

Indicate **True** for the following items that apply to the proposed development:

**ACTION:** Provide Architect Certification (**Mandatory**) and documents related to following items if applicable (**TAB F**)

**1. For any development, upon completion of construction/rehabilitation:**

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 60.00% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations.
- FALSE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE d. Each bathroom contains only of WaterSense labeled faucets, toilets and showerheads.
- TRUE e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- TRUE f. Free WiFi access will be provided in community room for resident only usage.
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- FALSE h. Each unit is provided free individual WiFi access.
- TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- FALSE k. Cooking surfaces are equipped with fire prevention features
- or
- TRUE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- FALSE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE o. All interior doors within units are solid core.
- TRUE p. At minimum, one USB charging port in each kitchen, living room and all bedrooms.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- FALSE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.
- TRUE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

**For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:**



**J. ENHANCEMENTS**

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- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

**2. Green Certification**

- a. Applicant agrees to meet the base line energy performance standard applicable to the development's construction category as listed above.

The applicant will also obtain one of the following:

- |                                                             |                                                                                         |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <u>FALSE</u> Earthcraft Gold or higher certification        | <u>FALSE</u> National Green Building Standard (NGBS) certification of Silver or higher. |
| <u>FALSE</u> U.S. Green Building Council LEED certification | <u>FALSE</u> Enterprise Green Communities (EGC) Certification                           |

**Action:** If seeking any points associated Green certification, provide appropriate documentation at **TAB F**.

- b. Applicant will pursue one of the following certifications to be awarded points on a future development application. (Failure to reach this goal will not result in a penalty.)

- |                                                  |                                      |
|--------------------------------------------------|--------------------------------------|
| <u>FALSE</u> Zero Energy Ready Home Requirements | <u>FALSE</u> Passive House Standards |
|--------------------------------------------------|--------------------------------------|

**3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)**

- TRUE a. Architect of record certifies that units will be constructed to meet VHDA's Universal Design standards.
- 5 b. Number of Rental Units constructed to meet VHDA's Universal Design standards:  
14% % of Total Rental Units

- 4. FALSE Market-rate units' amenities are substantially equivalent to those of the low income units.

If not, please explain: \_\_\_\_\_

**2019 Low-Income Housing Tax Credit Application For Reservation**

**I. UTILITIES**

1. Describe the Heating/AC System: electric heat pump

2. Services Included:

Utilities	Type of Utility (Gas, Electric, Oil, etc.)	Utilities Paid by:	Enter Allowances by Bedroom Size				
			0-bdr	1-bdr	2-bdr	3-bdr	4-br
Heating	Electric	Tenant	0	0	38	46	0
Air Conditioning	Electric	Tenant	0	0	12	15	0
Cooking	Electric	Tenant	0	0	11	12	0
Lighting	Electric	Tenant	0	0	43	50	0
Hot Water	Electric	Tenant	0	0	23	36	0
Water	public	Owner	0	0	32	45	0
Sewer	public	Owner	0	0	0	0	0
Trash	public	Owner	0	0	0	0	0
Total utility allowance for costs paid by tenant			\$0	\$0	\$159	\$204	\$0

3. The following sources were used for Utility Allowance Calculation (Provide documentation **TAB R**).

- a. FALSE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. TRUE Local PHA
- e. FALSE Other: \_\_\_\_\_

**Warning:** The VHDA housing choice voucher program utility schedule shown on VHDA.com should not be used unless directed to do so by the local housing authority.

**K. SPECIAL HOUSING NEEDS**

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**NOTE:** Any Applicant commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.

1. **Accessibility:** Indicate **True** for the following point categories, as appropriate.

**Action:** Provide appropriate documentation (**Tab X**)

**TRUE**

a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

(iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

Documentation from source of assistance must be provided with the application.

**Note:** Subsidies may apply to any units, not only those built to satisfy Section 504.

(60 points)

**FALSE**

b. Any development in which the greater of 5 units or 10% of the units (i) have rents within HUD's Housing Choice Voucher ("HCV") payment standard; (ii) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and (iii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits (30 points)

**FALSE**

c. Any development in which 5% of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of this application for credits. (15 points)

**For items a,b or c, all common space must also conform to HUD regulations interpreting the accessibility Rehabilitation Act.**

2. **Special Housing Needs/Leasing Preference:**

a. If not general population, select applicable special population:

**FALSE** Elderly (as defined by the United States Fair Housing Act.)

**FALSE** Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only

K. SPECIAL HOUSING NEEDS

**FALSE** Supportive Housing (as described in the Tax Credit Manual)  
**Action:** Provide Permanent Supportive Housing Certification (**Tab S**)

b. The development has existing tenants and a relocation plan has been developed..... **FALSE**  
(If **True**, VHDA policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

**Action:** Provide Relocation Plan (**Mandatory if tenants are displaced - Tab J**)

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: **Yes**

Organization which holds such waiting list: **James City County DSS**

Contact person: **Rebecca Vinroot**

Title: **Director**

Phone Number **(757) 259-3104**

**Action:** Provide required notification documentation (**TAB L**)

b. Leasing preference will be given to individuals and families with children..... **TRUE**  
(Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: **18**  
% of total Low Income Units **50%**

**NOTE:** Development must utilize a **VHDA Certified Management Agent**. Proof of management certification must be provided before 8609s are issued.

4. Rental Assistance

a. Some of the low-income units do or will receive rental assistance..... **TRUE**

b. Indicate True if rental assistance will be available from the following

**FALSE** Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.

**FALSE** Section 8 New Construction Substantial Rehabilitation

**FALSE** Section 8 Moderate Rehabilitation

**FALSE** Section 8 Certificates

**TRUE** Section 8 Project Based Assistance

**K. SPECIAL HOUSING NEEDS**

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FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers

FALSE State Assistance

FALSE Other: \_\_\_\_\_

c. The above subsidies are applicable to the 30% units this development is seeking points for within the Set Aside Election listed on Unit Details: FALSE

d. Number of units receiving assistance: 5

How many years in rental assistance contract? \_\_\_\_\_

Expiration date of contract: \_\_\_\_\_

There is an Option to Renew..... FALSE

**Action:** Contract or other agreement provided **(TAB Q)**.

**L. UNIT DETAILS**

**1. Set-Aside Election:**

**UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY**

Note: In order to qualify for any tax credits, a development must meet one of two minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test) or (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), all as described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

**a. Units Provided Per Household Type:**

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
18	50.00%	50% Area Median
18	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
36	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
4	11.11%	40% Area Median
14	38.89%	50% Area Median
18	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
36	100.00%	<b>Total</b>

**b. The development plans to utilize income averaging.....** **TRUE**

If above is true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compliance?

20-30% Levels	<b>FALSE</b>	40% Levels	<b>FALSE</b>	50% levels	<b>FALSE</b>
---------------	--------------	------------	--------------	------------	--------------

**2. Unit Detail**

**FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID**

In the following grid, add a row for each unique unit type planned within the development. Enter the appropriate data for both tax credit and market rate units.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	Number of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	2 BR - 2 Bath	40% AMI	3	2	966.59	\$850.00	\$2,550
Mix 2	2 BR - 2 Bath	50% AMI	1		966.59	\$850.00	\$850
Mix 3	2 BR - 1.5 Bath	50% AMI	7		969.84	\$716.00	\$5,012
Mix 4	2 BR - 1.5 Bath	60% AMI	7		969.84	\$876.00	\$6,132
Mix 5	3 BR - 2 Bath	40% AMI	1	1	1168.42	\$1,214.00	\$1,214
Mix 6	3 BR - 2 Bath	50% AMI	3	2	1168.42	\$818.00	\$2,454
Mix 7	3 BR - 2.5 Bath	50% AMI	3		1169.66	\$818.00	\$2,454
Mix 8	3 BR - 2.5 Bath	60% AMI	11		1169.66	\$1,007.00	\$11,077
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0

L. UNIT DETAILS

Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
Mix 26								\$0
Mix 27								\$0
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Mix 77								\$0
Mix 78								\$0
Mix 79								\$0

**L. UNIT DETAILS**

Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
<b>TOTALS</b>			36	5	8,549.02	\$7,149	\$31,743

<b>Total Units</b>	<b>36</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>38,493.04</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>38,493.04</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>100.00000%</b>
---------------------------------------------	-------------------



**2019 Low-Income Housing Tax Credit Application For Reservation**

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$2,500
2. Office Salaries			\$0
3. Office Supplies			\$0
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$21,430
<u>6.05%</u> of EGI	<u>\$595.28</u>	Per Unit	
6. Manager Salaries			\$20,000
7. Staff Unit (s)	(type		\$0
8. Legal			\$2,500
9. Auditing			\$6,000
10. Bookkeeping/Accounting Fees			\$1,500
11. Telephone & Answering Service			\$500
12. Tax Credit Monitoring Fee			\$1,500
13. Miscellaneous Administrative			\$2,000
<b>Total Administrative</b>			<b>\$57,930</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$1,000
16. Water			\$4,862
17. Gas			\$0
18. Sewer			\$9,000
<b>Total Utility</b>			<b>\$14,862</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$2,500
23. Trash Removal			\$6,000
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$6,000
28. Maintenance/Repairs Payroll			\$15,000
29. Repairs/Material			\$7,500
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$3,000
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$2,000
37. Miscellaneous			\$2,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$44,000</b>

**Taxes & Insurance**

38. Real Estate Taxes			\$32,340
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**2019 Low-Income Housing Tax Credit Application For Reservation**

**M. OPERATING EXPENSES**

39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$2,000
41. Property & Liability Insurance	\$18,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$1,000
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$53,340</b>
<b>Total Operating Expense</b>	<b>\$170,132</b>

<b>Total Operating Expenses Per Unit</b>	<u>\$4,726</u>	<b>C. Total Operating Expenses as % of EGI</b>	<u>48.03%</u>
------------------------------------------	----------------	------------------------------------------------	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$10,800</b>
-----------------------------------------------------------------------------------------	-----------------

<b>Total Expenses</b>	<b>\$180,932</b>
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**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

2019 Low-Income Housing Tax Credit Application For Reservation

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	2/7/2019	Brandie Weiler
b. Site Acquisition	3/15/2020	Brandie Weiler
c. Zoning Approval	3/25/2008	Investment Properties of VA, LLC
d. Site Plan Approval	5/15/2019	Brandie Weiler
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	1/1/2020	Brandie Weiler
ii. Conditional Commitment	3/1/2020	Brandie Weiler
iii. Firm Commitment	3/1/2020	Brandie Weiler
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	1/1/2020	Brandie Weiler
ii. Conditional Commitment	3/1/2020	Brandie Weiler
iii. Firm Commitment	3/1/2020	Brandie Weiler
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	6/3/2019	Brandie Weiler
ii. Conditional Commitment	12/31/2019	Brandie Weiler
iii. Firm Commitment	12/31/2019	Brandie Weiler
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	DHCD HOME	Brandie Weiler
ii. Application	10/31/2019	Brandie Weiler
iii. Award/Commitment	12/31/2019	Brandie Weiler
<b>2. Formation of Owner</b>	2/22/2018	Brandie Weiler
<b>3. IRS Approval of Nonprofit Status</b>	10/7/1987	Brandie Weiler
<b>4. Closing and Transfer of Property to Owner</b>	3/15/2020	Brandie Weiler
<b>5. Plans and Specifications, Working Drawings</b>	2/15/2020	GuernseyTingle
<b>6. Building Permit Issued by Local Government</b>	3/15/2020	Henderson, Inc.
<b>7. Start Construction</b>	3/15/2020	Henderson, Inc.
<b>8. Begin Lease-up</b>	3/1/2021	Management Agent
<b>9. Complete Construction</b>	6/15/2021	Henderson, Inc.
<b>10. Complete Lease-Up</b>	9/1/2021	Management Agent
<b>11. Credit Placed in Service Date</b>	12/31/2021	Brandie Weiler

2019 Low-Income Housing Tax Credit Application For Reservation

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

Note: Attorney must opine, among other things, as to correctness of the inclusion of each cost item in eligible basis, type of credit and numerical calculations included in Project Budget.

<b>Must Use Whole Numbers Only!</b>	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
Item				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	4,590,000	0	0	4,590,000
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	4,590,000	0	0	4,590,000
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	1,200,000	0	0	1,200,000
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	0	0	0	0
p. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	1,200,000	0	0	1,200,000
<b>Total Structure and Land</b>	5,790,000	0	0	5,790,000
q. General Requirements	0	0	0	0
r. Builder's Overhead ( 0.0% Contract)	0	0	0	0
s. Builder's Profit ( 0.0% Contract)	0	0	0	0
t. Bonds	55,000	0	0	55,000
u. Building Permits	10,000	0	0	10,000
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: Appliances-Hndrsn incl.	0	0	0	0
y. Other 2:	0	0	0	0
z. Other 3:	0	0	0	0
<b>Contractor Costs</b>	\$5,855,000	\$0	\$0	\$5,855,000

**O. PROJECT BUDGET - OWNER COSTS**

**MUST USE WHOLE NUMBERS ONLY!**

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$3,611 /Unit)	130,000	0	0	130,000
c. Architecture Supervision Fee \$2,083 /Unit)	75,000	0	0	75,000
d. Tap Fees	275,000	0	0	275,000
e. Environmental	8,000	0	0	8,000
f. Soil Borings	7,500	0	0	7,500
g. EarthCraft/LEED	0	0	0	0
h. Appraisal	8,000	0	0	0
i. Market Study	4,000	0	0	4,000
j. Site Engineering / Survey	15,000	0	0	15,000
k. Construction/Development Mgt	30,000	0	0	15,000
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	25,000	0	0	25,000
n. Construction Interest ( 0.0% for 0 months)	75,000	0	0	75,000
o. Taxes During Construction	12,000	0	0	12,000
p. Insurance During Construction	30,000	0	0	30,000
q. Permanent Loan Fee ( 0.0% )	0	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	10,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	50,000	0	0	40,000
w. Legal Fees for Closing	115,000	0	0	35,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	41,250			0
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	0	0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	149,000	0	0	0
ad. Contingency	260,000	0	0	250,000
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
(1) Other* specify: app fees	2,000	0	0	0
(2) Other* specify:	0	0	0	0
(3) Other* specify: lease up reserve	30,000	0	0	0
(4) Other* specify: soft cost conting	30,000	0	0	0
(5) Other * specify: JCC proffers (est.)	252,504	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

(6) Other* specify: GC Cost Certification	10,000	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$1,644,254	\$0	\$0	\$996,500
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$7,499,254	\$0	\$0	\$6,851,500
<b>3. Developer's Fees</b>	775,000			775,000
<b>4. Owner's Acquisition Costs</b>				
Land	526,500			
Existing Improvements	0	0		
Subtotal 4:	\$526,500	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$8,800,754	\$0	\$0	\$7,626,500

If this application seeks rehab credits only, in which there is no acquisition and **no change in ownership**, enter the greater of appraised value or tax assessment value here:

(Provide documentation at Tab E)

\$0	Land
\$0	Building

**Maximum Developer Fee:**

**\$993,090**

Proposed Development's Cost per Unit:  
per Sq Foot  
Applicable Cost Limit per unit:

\$244,465 **Meets Limits**  
\$188 **Proposed Cost by Sq Ft exceeds limit**  
\$259,224

2019 Low-Income Housing Tax Credit Application For Reservation

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	8,800,754	0	0	7,626,500

2. Reductions in Eligible Basis

a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0
d. Historic Tax Credit (residential portion)	0	0	0

3. Total Eligible Basis (1 - 2 above)

0	0	7,626,500
---	---	-----------

4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0
<b>Total Adjusted Eligible basis</b>	0	7,626,500

5. Applicable Fraction

100.00000%	100.00000%	100.00000%
------------	------------	------------

6. Total Qualified Basis  
(Eligible Basis x Applicable Fraction)

0	0	7,626,500
---	---	-----------

7. Applicable Percentage

(Beginning with 2016 Allocations, use the standard 9% rate.)  
(For tax exempt bonds, use the most recently published rates.)

0.00%	0.00%	9.00%
-------	-------	-------

8. Maximum Allowable Credit under IRC §42

(Qualified Basis x Applicable Percentage)  
(Must be same as BIN total and equal to or less than credit amount allowed)

\$0	\$0	\$686,385
\$686,385		
Combined 30% & 70% P. V. Credit		

**2019 Low-Income Housing Tax Credit Application For Reservation**

**Q. SOURCES OF FUNDS**

**Action:** Provide Documentation for all Funding Sources at **Tab T**

**1. Construction Financing:** List individually the sources of construction financing, including any such loans financed through grant sources:

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. TBD			\$4,000,000	
2.				
3.				
Total Construction Funding:			\$4,000,000	

**2. Permanent Financing:** List individually the sources of all permanent financing in order of lien position:

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. VHDA REACH			\$2,000,000	\$100,539	2.95%	30.00	30.00
2.			\$0				
3. DHCD HOME/VHTF			\$700,000	\$7,000	1.00%	1000.00	1000.00
4.					0.00%		
5. FHLB-A AHP			\$360,000		0.00%		
6.			\$0		0.00%		
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$3,060,000	\$107,539			

**3. Grants:** List all grants provided for the development:

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. Seller Grant Contribution			\$100,000	
2. Local Fdtn			\$250,000	
3.				
4.				
5.				
6.				
Total Permanent Grants:			\$350,000	

**4. Subsidized Funding**

Source of Funds	Date of Commitment	Amount of Funds
1. Seller Grant Contribution		\$100,000



**Q. SOURCES OF FUNDS**

2.			
3.			
4.			
5.			
Total Subsidized Funding			\$100,000

**5. Recap of Federal, State, and Local Funds**

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... **TRUE**

If above is **True**, then list the amount of money involved by all appropriate types.

Below-Market Loans

a.	Tax Exempt Bonds		\$0
b.	RD 515		\$0
c.	Section 221(d)(3)		\$0
d.	Section 312		\$0
e.	Section 236		\$0
f.	VHDA SPARC/REACH		\$2,000,000
g.	HOME Funds		\$700,000
h.	Other: FHLBA		\$360,000
i.	Other:		\$0

Market-Rate Loans

a.	Taxable Bonds		\$0
b.	Section 220		\$0
c.	Section 221(d)(3)		\$0
d.	Section 221(d)(4)		\$0
e.	Section 236		\$0
f.	Section 223(f)		\$0
g.	Other:		\$0

Grants\*

a.	CDBG		\$0
b.	UDAG		\$0

Grants

c.	State		
d.	Local		
e.	Other: Seller		\$100,000

\*This means grants to the partnership. If you received a loan financed by a locality which received one of the listed grants, please list it in the appropriate loan column as "other" and describe the applicable grant program which funded it.

**6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:**

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **N/A**

**7. Some of the development's financing has credit enhancements..... FALSE**

If **True**, list which financing and describe the credit enhancement:

--

**8. Other Subsidies**

**Action:** Provide documentation (**Tab Q**)

a. **FALSE** Real Estate Tax Abatement on the increase in the value of the development.



**2019 Low-Income Housing Tax Credit Application For Reservation**

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0
b. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$370,758			(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0			
<b>Equity Total</b>	<b>\$370,758</b>			

**2. Equity Gap Calculation**

a. Total Development Cost	\$8,800,754
b. Total of Permanent Funding, Grants and Equity	- \$3,780,758
c. Equity Gap	\$5,019,996
d. Developer Equity	- (\$39,502)
e. Equity gap to be funded with low-income tax credit proceeds	\$5,059,498

**3. Syndication Information (If Applicable)**

a. Actual or Anticipated Name of Syndicator:	Virginia Community Development Corporation		
Contact Person:	Chris Dimotsis	Phone:	804-343-1200
Street Address:	1840 W. Broad Street, Ste 200		
City:	Richmond	State:	VA
		Zip:	23220
b. Syndication Equity			
i. Anticipated Annual Credits	\$575,000.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.880		
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%		
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$40,000		
v. Net credit amount anticipated by user of credits	\$574,943		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$5,059,498		
c. Syndication:	Private		
d. Investors:	Corporate		

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$5,019,498

**5. Net Equity Factor**

Must be equal to or greater than 85% 87.3043478261%

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by VHDA to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, VHDA at all times retains the right to substitute such information and assumptions as are determined by VHDA to be reasonable for the information and assumptions provided herein as to costs (including development fees, profits, etc.), sources for funding, expected equity, etc. Accordingly, if the development is selected by VHDA for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$8,800,754</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u><u>\$3,780,758</u></u>
3. Equals Equity Gap		<u>\$5,019,996</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u><u>87.3043478261%</u></u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$5,749,996</u>
Divided by ten years		<u><u>10</u></u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$575,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$686,385</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$575,000</u>
Credit per LI Units	<u>\$15,972.2222</u>	<b>Combined 30% &amp; 70% PV Credit Requested</b>
Credit per LI Bedroom	<u>\$6,388.8889</u>	

9. **Action:** Provide Attorney’s Opinion (**Mandatory Tab H**)

**T. CASH FLOW**

**1. Revenue**

Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units	\$31,743
Plus Other Income Source (list): <input type="text"/>	\$0
Equals Total Monthly Income:	\$31,743
Twelve Months	x12
Equals Annual Gross Potential Income	\$380,916
Less Vacancy Allowance <input type="text" value="7.0%"/>	\$26,664
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b>\$354,252</b>

**2. Indicate the estimated monthly income for the Market Rate Units** (based on Unit Details tab):

Total Monthly Income for Market Rate Units:	\$0
Plus Other Income Source (list): <input type="text"/>	\$0
Equals Total Monthly Income:	\$0
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance <input type="text" value="0.0%"/>	\$0
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>	<b>\$0</b>

**Action:** Provide documentation in support of Operating Budget (**TAB R**)

**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	\$354,252
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$354,252
d. Total Expenses	\$180,932
e. Net Operating Income	\$173,320
f. Total Annual Debt Service	\$107,539
g. Cash Flow Available for Distribution	\$65,781

**4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow**

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
<b>Eff. Gross Income</b>	354,252	361,337	368,564	375,935	383,454
<b>Less Oper. Expenses</b>	180,932	186,360	191,951	197,709	203,641
<b>Net Income</b>	173,320	174,977	176,613	178,226	179,813
<b>Less Debt Service</b>	107,539	107,539	107,539	107,539	107,539
<b>Cash Flow</b>	65,781	67,438	69,074	70,687	72,274
<b>Debt Coverage Ratio</b>	1.61	1.63	1.64	1.66	1.67

	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Eff. Gross Income</b>	391,123	398,945	406,924	415,063	423,364
<b>Less Oper. Expenses</b>	209,750	216,042	222,524	229,199	236,075

2019 Low-Income Housing Tax Credit Application For Reservation

T. CASH FLOW

<b>Net Income</b>	181,373	182,903	184,401	185,863	187,289
<b>Less Debt Service</b>	107,539	107,539	107,539	107,539	107,539
<b>Cash Flow</b>	73,834	75,364	76,862	78,324	79,750
<b>Debt Coverage Ratio</b>	1.69	1.70	1.71	1.73	1.74

	<b>Year 11</b>	<b>Year 12</b>	<b>Year 13</b>	<b>Year 14</b>	<b>Year 15</b>
<b>Eff. Gross Income</b>	431,831	440,468	449,277	458,263	467,428
<b>Less Oper. Expenses</b>	243,157	250,452	257,966	265,705	273,676
<b>Net Income</b>	188,674	190,015	191,311	192,558	193,752
<b>Less Debt Service</b>	107,539	107,539	107,539	107,539	107,539
<b>Cash Flow</b>	81,135	82,476	83,772	85,019	86,213
<b>Debt Coverage Ratio</b>	1.75	1.77	1.78	1.79	1.80

Estimated Annual Percentage Increase in Revenue 2.00% (Must be  $\leq$  2%)  
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be  $\geq$  3%)

U. Building-by-Building Information

Must Complete

Qualified basis must be determined on a building-by building basis. Complete the section below. Building street addresses are required by the IRS (must have them by the time of allocation request).

Number of BINS: 6

FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN BUILDING GRID

DO NOT use the CUT feature

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	
1.		8		Building 1		Williamsburg	VA	23185				\$0				\$0	\$1,604,742	06/15/21	9.00%	\$144,427	
2.		5		Building 2		Williamsburg	VA	23185				\$0				\$0	\$1,008,940	06/15/21	9.00%	\$90,805	
3.		7		Building 3		Williamsburg	VA	23185				\$0				\$0	\$1,463,877	06/15/21	9.00%	\$131,749	
4.		5		Building 4		Williamsburg	VA	23185				\$0				\$0	\$1,045,957	06/15/21	9.00%	\$94,136	
5.		4		Building 5		Williamsburg	VA	23185				\$0				\$0	\$816,097	06/15/21	9.00%	\$73,449	
6.		7		Building 6		Williamsburg	VA	23185				\$0				\$0	\$1,416,887	06/15/21	9.00%	\$127,520	
7.												\$0				\$0				\$0	
8.												\$0				\$0				\$0	
9.												\$0				\$0				\$0	
10.												\$0				\$0				\$0	
11.												\$0				\$0				\$0	
12.												\$0				\$0				\$0	
13.												\$0				\$0				\$0	
14.												\$0				\$0				\$0	
15.												\$0				\$0				\$0	
16.												\$0				\$0				\$0	
17.												\$0				\$0				\$0	
18.												\$0				\$0				\$0	
19.												\$0				\$0				\$0	
20.												\$0				\$0				\$0	
21.												\$0				\$0				\$0	
22.												\$0				\$0				\$0	
23.												\$0				\$0				\$0	
24.												\$0				\$0				\$0	
25.												\$0				\$0				\$0	
26.												\$0				\$0				\$0	
27.												\$0				\$0				\$0	
28.												\$0				\$0				\$0	
29.												\$0				\$0				\$0	
30.												\$0				\$0				\$0	
31.												\$0				\$0				\$0	
32.												\$0				\$0				\$0	
33.												\$0				\$0				\$0	
34.												\$0				\$0				\$0	
35.												\$2				\$0				\$0	
		36	0	Totals from all buildings					\$0				\$0				\$0	\$7,356,500			\$662,085

Credit Amount should equal Gap Calculation Request.

Number of BINS: 6

**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless VHDA and its assigns against all losses, costs, damages, VHDA's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to VHDA's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by VHDA to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of VHDA in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by VHDA prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, VHDA is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that VHDA may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by VHDA at its sole discretion.



**2019 Low-Income Housing Tax Credit Application For Reservation**

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**V. STATEMENT OF OWNER**

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10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or VHDA regulations, or other binding authority.
11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
15. that undersigned waives the right to pursue a Qualified Contract on this development.
16. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in VHDA's inability to process the application. The original or copy of this application may be retained by VHDA, even if tax credits are not allocated to the undersigned.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Owner: Powhatan Terrace, LLC  
by Housing Partnerships, Inc., sole member

By:   
Its: Brandie Weiler, Executive Director  
(Title)

W.

## LIHTC SELF SCORE SHEET

### Self Scoring Process

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by VHDA's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Item 5f requires a numeric value to be entered.

Please remember that this score is only an estimate. VHDA reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

**MANDATORY ITEMS:**

- a. Signed, completed application with attached tabs in PDF format
- b. Active Excel copy of application
- c. Partnership agreement
- d. SCC Certification
- e. Previous participation form
- f. Site control document
- g. Architect's Certification
- h. Attorney's opinion
- i. Nonprofit questionnaire (if applicable)
- j. Appraisal
- k. Zoning document
- l. Universal Design Plans
- m. List of LIHTC Developments (Schedule A)

	Included		Score
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y, N, N/A	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
<b>Total:</b>			<b>0.00</b>

**1. READINESS:**

- a. VHDA notification letter to CEO (via Locality Notification Information Application)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

	Y	0 or -50	0.00
	N	0 or -25	0.00
	N	0 or 40	0.00
	N	0 or 10	0.00
	N	0 or 15	0.00
	N	0 or 15	0.00
<b>Total:</b>			<b>0.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development listed on the Rural Development Rehab Priority List
- h. Dev. located in area with little or no increase in rent burdened population
- i. Dev. located in area with increasing rent burdened population

	Y	0 or up to 5	4.31
	N	0 or 20	0.00
	1.14%	Up to 40	2.27
	N	0 or 5	0.00
	Y	0 or 10	10.00
	3%	0, 20, 25 or 30	30.00
	N	0 or 15	0.00
	N	Up to -20	0.00
	Y	Up to 20	20.00
<b>Total:</b>			<b>66.58</b>

**3. DEVELOPMENT CHARACTERISTICS:**

- a. Amenities (See calculations below)
- b. Project subsidies/HUD 504 accessibility for 5 or 10% of units
- or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units
- or d. HUD 504 accessibility for 5% of units

			43.75
	Y	0 or 60	60.00
	N	0 or 30	0.00
	N	0 or 15	0.00

**2019 Low-Income Housing Tax Credit Application For Reservation**

e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	N	0 or 10	0.00
g. Units constructed to meet VHDA's Universal Design standards	14%	Up to 15	2.08
h. Developments with less than 100 units	Y	up to 20	20.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>135.83</u>

**4. TENANT POPULATION CHARACTERISTICS:**

Locality AMI	State AMI
\$75,000	\$55,900

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	50.00%	Up to 15	15.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	11.11%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			<u>90.00</u>

**5. SPONSOR CHARACTERISTICS:**

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	N	0 or 50	0.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	N	0 or 50	0.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by VHDA	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			<u>0.00</u>

**6. EFFICIENT USE OF RESOURCES:**

a. Credit per unit		Up to 200	62.56
b. Cost per unit		Up to 100	20.63
Total:			<u>83.19</u>

**7. BONUS POINTS:**

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 45	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
Total:			<u>60.00</u>

425 Point Threshold - all 9% Tax Credits  
 325 Point Threshold - Tax Exempt Bonds

**TOTAL SCORE:** 435.60

**Amenities:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	18.75
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	3.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00

**2019 Low-Income Housing Tax Credit Application For Reservation**

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g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	0.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	4.00
		<u>43.75</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<b><u>43.75</u></b>

X. Development Summary

Summary Information

2019 Low-Income Housing Tax Credit Application For Reservation

<b>Deal Name:</b>	<b>Powhatan Terrace Townhomes</b>
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**Cycle Type:** 9% Tax Credits      **Requested Credit Amount:** \$575,000  
**Allocation Type:** New Construction      **Jurisdiction:** James City County  
**Total Units:** 36      **Population Target:** General  
**Total LI Units:** 36  
**Project Gross Sq Ft:** 44,079.32      **Owner Contact:** Brandie Weiler  
**Green Certified?** FALSE

<b>Total Score</b>
<b>435.60</b>

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$3,060,000	\$85,000	\$69	\$107,539

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$5,790,000	\$160,833	\$131	65.79%
General Req/Overhead/Profit	\$0	\$0	\$0	0.00%
Other Contract Costs	\$65,000	\$1,806	\$1	0.74%
Owner Costs	\$1,644,254	\$45,674	\$37	18.68%
Acquisition	\$526,500	\$14,625	\$12	5.98%
Developer Fee	\$775,000	\$21,528	\$18	8.81%
<b>Total Uses</b>	<b>\$8,800,754</b>	<b>\$244,465</b>		

Total Development Costs	
Total Improvements	\$7,499,254
Land Acquisition	\$526,500
Developer Fee	\$775,000
<b>Total Development Costs</b>	<b>\$8,800,754</b>

Income	
Gross Potential Income - LI Units	\$380,916
Gross Potential Income - Mkt Units	\$0
Subtotal	\$380,916
Less Vacancy %	7.00%
	\$26,664
<b>Effective Gross Income</b>	<b>\$354,252</b>

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$57,930	\$1,609
Utilities	\$14,862	\$413
Operating & Maintenance	\$44,000	\$1,222
Taxes & Insurance	\$53,340	\$1,482
<b>Total Operating Expenses</b>	<b>\$170,132</b>	<b>\$4,726</b>
Replacement Reserves	\$10,800	\$300
<b>Total Expenses</b>	<b>\$180,932</b>	<b>\$5,026</b>

Cash Flow	
EGI	\$354,252
Total Expenses	\$180,932
<b>Net Income</b>	<b>\$173,320</b>
Debt Service	\$107,539
<b>Debt Coverage Ratio (YR1):</b>	<b>1.61</b>

**Proposed Cost Limit/Unit:** \$244,465  
**Applicable Cost Limit/Unit:** \$259,224  
**Proposed Cost Limit/Sq Ft:** \$188  
**Applicable Cost Limit/Sq Ft:** \$208

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	18
# of 3BR	18
# of 4+ BR	0
<b>Total Units</b>	<b>36</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	4
50% AMI	18	14
60% AMI	18	18
>60% AMI	0	0
Market	0	0

Income Averaging? TRUE

Extended Use Restriction? 30

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$184.67** Credits/SF = **13.526395** Const \$/unit = **\$162,638.8889**

TYPE OF PROJECT  
LOCATION  
TYPE OF CONSTRUCTION

GENERAL = 11000; ELDERLY = 12000  
Inner-NVA=100; Outer-NV=200; NWNVC=300; Rich=400; Tid=500; Balance=600  
N C=1; ADPT=2; REHAB(35,000+)=3; REHAB\* (15,000-35,000)=4

**11000**  
**500**  
**1**

**500**  
**1**

\*REHABS LOCATED IN BELTWAY (\$15,000-\$50,000) See Below

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	0.00	1,052.56	1,265.39	0.00	1,080.06	1,294.06	0.00
NUMBER OF UNITS	0	0	4	4	0	14	14	0
PARAMETER-(COSTS=>35,000)	0	0	248,160	291,588	0	263,505	287,460	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	248,160	291,588	0	263,505	287,460	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	248,160	291,588	0	263,505	287,460	0
PROJECT COST PER UNIT	0	0	194,378	233,681	0	199,456	238,976	0
PARAMETER-(CREDITS=>35,000)	0	0	21,330	25,063	0	22,193	24,210	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	21,330	25,063	0	22,193	24,210	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	21,330	25,063	0	22,193	24,210	0
PROJECT CREDIT PER UNIT	0	0	14,237	17,116	0	14,609	17,504	0
COST PER UNIT POINTS	0.00	0.00	2.41	2.21	0.00	9.45	6.56	0.00
CREDIT PER UNIT POINTS	0.00	0.00	7.39	7.05	0.00	26.58	21.54	0.00

TOTAL COST PER UNIT POINTS **20.63**

TOTAL CREDIT PER UNIT POINTS **62.56**

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Cost Parameters - General

EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
-------	--------	--------	--------	--------	---------	---------	---------

Standard Parameter - low rise	0	0	248,160	291,588	0	263,505	287,460	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>248,160</b>	<b>291,588</b>	<b>0</b>	<b>263,505</b>	<b>287,460</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	21,330	25,063	0	22,193	24,210	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>0</b>	<b>21,330</b>	<b>25,063</b>	<b>0</b>	<b>22,193</b>	<b>24,210</b>	<b>0</b>

**Northern Virginia Beltway** (Rehab costs \$15,000-\$50,000)

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	0	248,160	291,588	0	263,505	287,460	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>248,160</b>	<b>291,588</b>	<b>0</b>	<b>263,505</b>	<b>287,460</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	0	21,330	25,063	0	22,193	24,210	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>21,330</b>	<b>25,063</b>	<b>0</b>	<b>22,193</b>	<b>24,210</b>	<b>0</b>

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$184.67** Credits/SF = **13.526395** Const \$/unit = **\$162,638.89**

TYPE OF PROJECT  
LOCATION  
TYPE OF CONSTRUCTION

GENERAL = 11000; ELDERLY = 12000  
Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600  
N C=1; ADPT=2; REHAB(35,000+)=3; REHAB\*(10,000-35,000)=4

**11000**  
**500**  
**1**

**500**  
**1**

\*REHABS LOCATED IN BELTWAY (\$10,000-\$50,000) See Below

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	0.00	1,052.56	1,265.39	0.00	1,080.06	1,294.06	0.00
NUMBER OF UNITS	0	0	4	4	0	14	14	0
PARAMETER-(COSTS=>35,000)	0	0	248,160	291,588	0	263,505	287,460	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	248,160	291,588	0	263,505	287,460	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	248,160	291,588	0	263,505	287,460	0
PROJECT COST PER UNIT	0	0	194,378	233,681	0	199,456	238,976	0
PARAMETER-(CREDITS=>35,000)	0	0	21,330	25,063	0	22,193	24,210	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	21,330	25,063	0	22,193	24,210	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	21,330	25,063	0	22,193	24,210	0
PROJECT CREDIT PER UNIT	0	0	14,237	17,116	0	14,609	17,504	0
COST PER UNIT POINTS	0.00	0.00	2.41	2.21	0.00	9.45	6.56	0.00
CREDIT PER UNIT POINTS	0.00	0.00	7.39	7.05	0.00	26.58	21.54	0.00

TOTAL COST PER UNIT POINTS **20.63**

TOTAL CREDIT PER UNIT POINTS **62.56**

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
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Standard Parameter - low rise	0	0	248,160	291,588	0	263,505	287,460	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>248,160</b>	<b>291,588</b>	<b>0</b>	<b>263,505</b>	<b>287,460</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	21,330	25,063	0	22,193	24,210	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>0</b>	<b>21,330</b>	<b>25,063</b>	<b>0</b>	<b>22,193</b>	<b>24,210</b>	<b>0</b>

**Northern Virginia Beltway** (Rehab costs \$10,000-\$50,000)

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	0	248,160	291,588	0	263,505	287,460	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>248,160</b>	<b>291,588</b>	<b>0</b>	<b>263,505</b>	<b>287,460</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	0	21,330	25,063	0	22,193	24,210	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>21,330</b>	<b>25,063</b>	<b>0</b>	<b>22,193</b>	<b>24,210</b>	<b>0</b>

A

# Partnership or Operating Agreement

Including chart of ownership structure with percentage of  
interests (**MANDATORY**)

## **OPERATING AGREEMENT**

**OF**

### **POWHATAN TERRACE, LLC, a Virginia limited liability company**

This Operating Agreement ("Agreement") of Powhatan Terrace, LLC, a Virginia limited liability company (the "Company"), is made as of March 7, 2018 by and between the Company and Housing Partnerships, Inc., a Virginia nonstock corporation, as the sole Member of the Company (the "Member").

#### **ARTICLE I** **FORMATION AND PURPOSE**

**1.01 Formation.** The Member:

(a) acknowledges the formation of the Company as a limited liability company pursuant to the Virginia Limited Liability Company Act, as amended from time to time (the "Act") by virtue of Articles of Organization filed with the Virginia State Corporation Commission and made effective on February 22, 2018;

(b) confirms and declares its status as the sole Member of the Company upon the terms and conditions set forth in this Agreement; and

(c) executes and adopts this Agreement as an Operating Agreement of the Company pursuant to § 13.1-1023 of the Act.

**1.02 Name.** The name of the company shall be Powhatan Terrace, LLC.

**1.03 Governing Law.** This Agreement and all questions with respect to the rights and obligations of the Member, the construction, enforcement, and interpretation hereof and the formation, administration, and termination of the Company shall be governed by the Act and other applicable laws of the Commonwealth of Virginia.

**1.04 Purposes.** The Company has been formed to acquire, own, develop, manage, operate, lease, and sell a low-income housing project located in James City County, Virginia known as Powhatan Terrace Townhomes (the "Project"), and may also transact any lawful business not required to be stated specifically in this Agreement and for which limited liability companies may be formed pursuant to the Act.

**ARTICLE II**  
**MEMBER**

**2.01 Member.** The Member is the sole initial Member of the Company. The Member's business address is 115 Palace Lane, Williamsburg, Virginia 23185.

**2.02 Membership Interests.** The Member's membership interest in the Company is one hundred percent (100%).

**ARTICLE III**  
**MANAGEMENT**

**3.01 Management.** The Company shall be a manager managed limited liability company. The responsibility for managing the business and affairs of the Company shall be vested in a single Manager of the Company. The initial Manager of the Company is the Member. The Manager shall serve at the pleasure of the sole Member, and may be removed and replaced by the sole Member at any time.

**3.02 Indemnification.** The Company shall indemnify, defend and hold harmless the Member to the fullest extent permitted under the Act against any and all liability, damage, loss, cost or expense (including, without limitation, attorney's fees) incurred by the Member arising out of any transaction or course of conduct relating to the business or affairs of the Company.

**3.03 Elimination of Liability.** In any proceeding brought in the right of the Company or by or on behalf of the Member of the Company, the damages assessed against a Member arising out of any transaction, occurrence, or course of conduct shall be completely eliminated unless the Member engaged in willful misconduct or a knowing violation of criminal law.

**3.04 Advances.** Expenses (including legal fees and expenses) of the Member (including its officers, directors, agents and employees) incurred by the Member arising out of any transaction or course of conduct relating to the business or affairs of the Company may be paid by the Company in advance of the final disposition of any proceeding relating thereto.

**ARTICLE IV**  
**CONTRIBUTIONS AND DISTRIBUTIONS**

**4.01 Contributions.** The Member, upon execution of this Agreement, shall have contributed as the Member's initial capital contribution the sum of \$100.00 cash.

**4.02 Distributions and Allocations.** All distributions of cash or other property, whether during the Company's operations or upon its dissolution (after payment or reserve for its liabilities) and all allocations of income, gain, loss deduction, credit and other tax items shall be made entirely to the Member.

**ARTICLE V**  
**PURCHASE OPTION**

**5.01 Purchase Option and Right of First Refusal.** The Company is expressly authorized to enter into an exclusive nonprofit Purchase Option and Right of First Refusal Agreement with Housing Partnerships, Inc., qualified nonprofit organization with respect to the Project property, per the requirements of section 42 of the Internal Revenue Code of 1986 as amended.

**ARTICLE VI**  
**MISCELLANEOUS**

**6.01 Amendment.** This Agreement may be amended, modified or restated only by a written instrument which evidences the approval of the sole Member.

**6.02 Construction.** Whenever the singular is used in this Agreement, and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

**6.03 Headings.** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

**6.04 Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

**6.05 Creditors.** None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of the Company or the Member.

IN WITNESS WHEREOF, the parties have executed this Agreement as the sole and entire Operating Agreement of the Company.

COMPANY:

POWHATAN TERRACE, LLC

By: Housing Partnerships, Inc.,  
its Manager and sole member

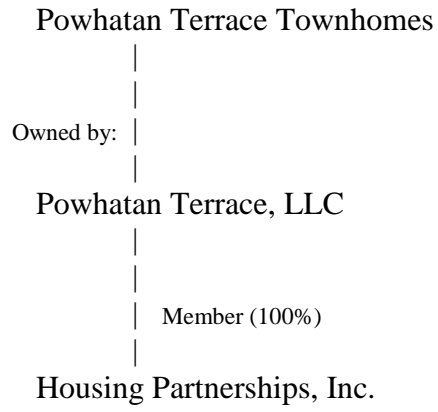
By: Brandie V. Weiler  
Brandie Weiler, Executive Director

MEMBER:

HOUSING PARTNERSHIPS, INC.

By: Brandie V. Weiler  
Brandie Weiler, Executive Director

POWHATAN TERRACE, LLC  
OWNERSHIP STRUCTURE CHART



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") made as of \_\_\_\_\_, Housing Partnerships, Inc., a Virginia nonstock corporation (the "Developer") and Powhatan Terrace, LLC, a Virginia limited liability company (the "Company").

### WITNESSETH:

WHEREAS, the Company has been formed to develop, construct, own, maintain and operate certain property as low-income residential rental housing, to be known as Powhatan Terrace Townhomes, to be located at 1676 Jamestown Road, Williamsburg, Virginia (the "Project"); and

WHEREAS, the Project, following the completion of construction, is expected to constitute a "qualified low-income housing project" (as defined in Section 42(g)(1) of the Code).

WHEREAS, the Developer has provided and will continue to provide certain services with respect to the Project during the acquisition, development, rehabilitation and initial operating phases thereof.

WHEREAS, in consideration for such services, the Company has agreed to pay to the Developer certain fees computed in the manner stated herein.

**NOW, THEREFORE**, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

Section 1.     Development Services.

(a)     The Developer has performed certain services relating to the development of the Project and shall oversee the development and construction of the Project, and shall perform the services and carry out the responsibilities with respect to the Project as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities and are designated from time to time by the Company.

(b)     The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in subparagraphs (i)-(xiii) below of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to (i)

use its best efforts to perform such duty and (ii) promptly notify the Company that the performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

(i) Negotiate and cause to be executed in the name and on behalf of the Company any agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the construction of any improvements or tenant improvements to be constructed or installed by the Company or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed nor binding commitment made until the terms and conditions thereof and the party with whom the agreement is made have been approved by the managing member of the Company (“Managing Member”) unless the terms, conditions, and parties comply with guidelines issued by the Managing Member concerning such agreements;

(ii) Assist the Company in identifying sources of construction financing for the Project and negotiate the terms of such financing with lenders;

(iii) Establish and implement appropriate administrative and financial controls for the design and construction of the Project, including but not limited to:

(A) coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design or rehabilitation of the Project;

(B) administration of any construction contracts on behalf of the Company;

(C) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(D) the rendering of advice and recommendations as to the selection of subcontractors and suppliers;

(E) the review and submission to the Company for approval of all requests for payments under any architectural agreement, general contractor's agreement, or any construction loan agreements with any lending



institutions providing funds for the benefit of the Company for the design or construction of any improvements;

(F) the submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;

(G) applying for the maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project;

(H) compliance with all terms and conditions applicable to the Company or the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

(I) furnishing such consultation and advice relating to the construction of the Project as may be reasonably requested from time to time by the Company;

(J) keeping the Company fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested by the Company and which are of a nature generally requested or expected of construction managers or similar owner's representatives on similar projects;

(K) giving or making the Company's instructions, requirements, approvals and payments provided for in the agreements with the Project architect, general contractor, and other contractors, professionals and consultants retained for the Project; and

(L) at the Company's expense, filing on behalf of and as the attorney-in-fact for the Company any notices of completion required or permitted to be filed upon the completion of any improvement(s) and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of the Project.

(iv) Inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to

and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design or construction of the Project, and in addition to verify that the construction is being carried out substantially in accordance with the plans and specifications approved by the Company or, in the event construction is not being so carried out, to promptly notify the Company;

(v) If requested to do so by the Company, perform on behalf of the Company all obligations of the Company with respect to the design or construction of the Project contained in any loan agreement or security agreement in connection with the Project, or in any lease or rental agreement relating to space in the Project, or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Company to the Developer or the Company has otherwise notified the Developer in writing of such obligations;

(vi) To the extent requested to do so by the Company, prepare and distribute to the Company a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Company, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Company to cover the cost of design and construction of the Project, or as to the providing of additional capital contributions should such loan funds for any reason be unavailable or inadequate;

(vii) At the Company's expense, obtain and maintain insurance coverage for the Project, the Company, the management agent of the Project ("Management Agent"), and the Developer and its employees, at all times until final completion of construction of the Project, in accordance with an insurance schedule approved by the Company, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property. Such insurance shall be in a liability amount approved by the Company;

(viii) To the extent applicable to the construction of the Project, comply with all present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices having jurisdiction over the

Project. Any such compliance undertaken by the Developer on behalf of and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors performing work in connection with the construction of the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

(ix) Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder. Without limiting the foregoing, the Developer will prepare, accumulate and furnish to the Company and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will take application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

(x) Coordinate and administer the design and construction of all interior tenant improvements to the extent required under any leases or other occupancy agreements to be constructed or furnished by the Company with respect to the initial leasing of space in the Project, whether involving building standard or non-building standard work;

(xi) Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion approved by the Company;

(xii) At the direction of the Company, implement any decisions of the Company made in connection with the design, development and construction of the Project or any policies and procedures relating thereto, exclusive of leasing activities; and

(xiii) Perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement, or which are requested to be performed by the Company and are within the general scope of the services described herein.

Section 2. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to any of the following matters unless and until the same has been approved by the Company:

(a) Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(b) Any proposed change in the work of the construction of the Project, or in the plans and specifications therefor as previously approved by the Company, or in the cost thereof, or any other change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(c) Making any expenditure or incurring any obligation by or on behalf of the Company or the Project involving a sum in excess of \$25,000 or involving a sum of less than \$25,000 where the same relates to a component part of any work, the combined cost of which exceeds \$25,000, except for expenditures made and obligations incurred pursuant to and specifically set forth in a construction budget approved by the Company (the "Construction Budget") or for such matters as may be otherwise expressly delegated to the Developer by the Company;

(d) Making any expenditure or incurring any obligation which, when added to any other expenditure, exceeds the Construction Budget or any line item specified in the Construction Budget, except for such matters as may be otherwise expressly delegated in writing to the Developer by the Company; or

(e) Expending more than what the Developer in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or leased or services engaged on behalf of the Company or otherwise in connection with the Project.

Section 3. Accounts and Records.

(a) The Developer on behalf of the Company, shall keep such books of account and other records as may be required and approved by the Company, including, but not limited to, records relating to the costs of construction advances. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Company, covering all collections, if any, disbursements and other data in connection with the Project prior to final completion of construction. All accounts and records relating to the Project, including all correspondence, shall be surrendered to the Company, upon demand without charge therefor.

(b) The Developer shall cooperate with the Management Agent to facilitate the timely preparation by the Management Agent of such reports and financial statements as the Management Agent is required to furnish pursuant to the management agreement between the Company and the Management Agent (“Management Agreement”).

(c) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the place or places approved by the Company, and shall be available for and subject to audit, inspection and copying by the Management Agent, the Company or any representative or auditor thereof or supervisory or regulatory authority, at the times and in the manner set forth in the Company Agreement.

Section 4. Obligation To Complete Construction.

The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanic’s, materialmen’s or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, provided for in the loan and other documents governing the development and operation of the Project and in the plans and specifications for the Project.

Section 5. Development Amount.

As a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project as set forth in Section 1 and elsewhere in this Agreement, the Developer shall be paid an amount (the “Development Amount”) equal to \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_). The Development Amount shall be deemed to have been earned as follows:

- (i) Twenty percent (20%) as of the date of this Agreement;
- (ii) Eighty percent (80%) upon substantial completion of the Project;

The Development Amount shall be paid from and only to the extent of the Company's available cash, in installments as follows:

- (i) \_\_\_\_\_ percent (\_\_\_%) on initial equity funding of the Project;
- (ii) \_\_\_\_\_ percent (\_\_\_%) upon substantial completion of the Project; and
- (iii) \_\_\_\_\_ percent (\_\_\_%) upon achievement of 95% occupancy for the Project.

Any installment of the Development Amount not paid when otherwise due hereunder shall be deferred without interest and shall be paid from next available cash, provided, however, that any unpaid balance of the Development Amount shall be due and payable in all events at the earlier of (i) the thirteenth anniversary of the date of this Agreement, or (ii) if the Project qualifies for Tax Credits under Code Section 42, then the end of the Project's compliance period.

Section 6. Applicable Law.

This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 7. Binding Agreement.

This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns. As long as the Developer is not in default under this Agreement, the obligation of the Company to pay the Development Amount shall not be affected by any change in the identity of the Managing Member of the Company.

Section 8. Headings.

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

Section 9. Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 10. Benefit of Agreement.

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Company and its Partners and shall not inure to the benefit of

any creditor of the Company other than a Partner, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first written above.

COMPANY:

Powhatan Terrace, LLC, a Virginia limited liability company

By: Housing Partnerships, Inc.  
a Virginia nonstock corporation,  
managing member

By: \_\_\_\_\_  
Name: Brandie Weiler  
Title: Executive Director

DEVELOPER:

Housing Partnerships, Inc., a Virginia nonstock corporation

By: \_\_\_\_\_  
Name: Brandie Weiler  
Title: Executive Director



B

Virginia State Corporation  
Commission Certification  
(MANDATORY)

# Commonwealth OF Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

*I Certify the Following from the Records of the Commission:*

That Powhatan Terrace, LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the limited liability company was formed on February 22, 2018; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:  
February 5, 2019*

*Joel H. Peck*  
Joel H. Peck, Clerk of the Commission

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, February 22, 2018*

*This is to certify that the certificate of organization of*

**Powhatan Terrace, LLC**

*was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: February 22, 2018*



*State Corporation Commission*

*Attest:*

*Joel H. Beck*  
Clerk of the Commission

C

Principal's Previous  
Participation Certification  
(MANDATORY)



## Previous Participation Certification

Development Name:  
Name of Applicant (entity):

Powhatan Terrace Townhouses

Powhatan Terrace, LLC

Housing Partnerships, Inc.

I hereby certify that:

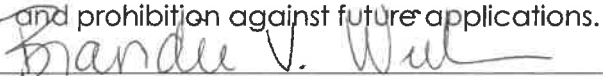
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and

**Previous Participation Certification, cont'd**

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing Development Authority (VHDA) employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

Failure to disclose information about properties which have been found to be out of compliance or any material misrepresentations are grounds for rejection of an application and prohibition against future applications.

  
Signature

**Brandie Weiler**

Printed Name

**February 25, 2019**

Date (no more than 30 days prior to submission of the Application)

D

# List of LIHTC Developments

(Schedule A)  
**(MANDATORY)**

# List of LIHTC Developments (Schedule A)



Development Name: Powhatan Terrace Townhomes  
 Name of Applicant: Powhatan Terrace, LLC

**INSTRUCTIONS:**

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Housing Partnerships, Inc. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	N/A							
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
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36								
37								
38								
39								
40								

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB



Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46								
47								
48								
49								
50								
51								
52								
53								
54								
55								
56								
57								
58								
59								
60								
61								
62								
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87								
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89								
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92								
93								
94								
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96								
97								
98								
99								
100								

**2nd PAGE TOTAL:**            0            0  
**GRAND TOTAL:**            0            0            #DIV/0!  
LIHTC as % of Total Unit

E

Site Control  
Documentation & Most  
Recent Real Estate Tax  
Assessment  
(MANDATORY)

## OPTION AGREEMENT FOR PURCHASE OF REAL ESTATE

THIS OPTION AGREEMENT FOR PURCHASE OF REAL ESTATE (this "Agreement") is made the 11 day of ~~February~~<sup>March</sup>, 2019 by and between JTR Properties, LLC, a Virginia limited liability company (hereinafter referred to as "Grantor") and Powhatan Terrace, LLC, a Virginia limited liability company (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of three parcels of unimproved real estate located in the County of James City, Virginia with an aggregate area of approximately 16.512 acres identified by Tax Parcel Numbers 4730100036, 4730100037, and 4730100039, commonly known as 1676 Jamestown Road, 1678 Jamestown Road, and 180 Red Oak Landing, and more particularly described in Exhibit A attached hereto (collectively, the "Property"); and

WHEREAS, Grantee desires to purchase the Property for purposes of development, construction, use, operation and sale of affordable homes which will include workforce housing, to contain at least thirty-six (36) residential townhouses (the "Project") and to be financed by Low-Income Housing Tax Credits ("LIHTC"); and

WHEREAS, Grantor desires to grant and convey to Grantee and Grantee desires to accept from Grantor an option to purchase the Property upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) cash in hand paid from Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the right and option (the "Option") to purchase the hereinafter Property subject to the following terms and conditions:

1. Purchase Price. The purchase price for the Property is Five Hundred Twenty-Six Thousand Five Hundred and 00/100 Dollars (\$526,500.00) payable to Grantor in full at settlement in cash, certified or cashiers check or other guaranteed collectable funds. The purchase price shall be increased by Twenty-One Thousand and 00/100 Dollars (\$21,000.00) for each full year to elapse between January 1, 2019 and the closing date, with said amount to be pro-rated for any partial year. The purchase price shall also be increased by the Remediation Amount (as defined in Section 11 below).

2. Deed of Conveyance. In the event Grantee exercises the Option, the Grantor shall convey fee simple title to the Property to Grantee at Settlement by General Warranty Deed with English Covenants of Title subject to easements, restrictions, and conditions of record not adversely affecting the use of the Property for the Project, and further subject to the Proffers recorded in the Clerk's Office of the Circuit Court for James City County, Virginia as Instrument No. 080020381, as subsequently amended.

3. Term of Option. The term of the Option (the "Option Period") shall commence on the Effective Date of this Agreement and shall continue until 5:00 p.m. on July 31, 2020 (the "Expiration Date"). Nothing in this Section 3 shall require Grantee to exercise the Option. In the event Grantee does not exercise the Option by the Expiration Date, this Agreement shall terminate and no party shall have any further liability or obligation hereunder. Except as expressly provided otherwise herein, Grantee shall not be entitled to a refund of the Option fee.

4. Option Fees. As of the Effective Date of this Agreement, Grantee has paid Grantor \$10.00 in consideration of the Option for the Option Period receipt of which is hereby acknowledged by Grantor. In the event that Grantee's LIHTC application has not been approved by July 31, 2019, then Grantee shall pay to Grantor an additional fee of Ten Thousand and 00/100 (\$10,000.00) for the Option by August 15, 2019, which fee shall be non-refundable to Grantee, however shall be credited and applied to the Purchase Price at Settlement if Grantee exercises the Option.

5. Exercise of the Option. At any time during which the Option term is in effect, Grantee may exercise the Option by giving written notice of such exercise to Grantor. Upon such exercise of the Option the parties shall proceed to Settlement (as defined below) upon and subject to the terms and conditions of this Agreement.

6. Grantee's Investigations. From and after the Effective Date and until either the termination of this Agreement or the Settlement (the "Study Period"), Grantor shall permit Grantee (through its officers, employees, agents, independent contractors, and designees) to enter upon and investigate the Property. Such investigations may include, but are not limited to, environmental assessments, surveys or soil boring, engineering, water, sanitary and storm sewer, utilities, topographic and other similar tests, investigations or studies, and performance of zoning, site planning, economic feasibility, and funding availability studies as Grantee may desire to determine the feasibility of the Project. Such studies and investigations may be conducted in conjunction with efforts and applications to subdivide the Property, to obtain a special use permit or permits for the Property, to obtain site plan approval for the Project at the Property, or to otherwise obtain approvals for Grantee's intended development of the Project or apply for LIHTC. In the event Grantee does not exercise the Option, Grantee agrees to provide Grantor copies of any site plans, surveys, soil study reports, architectural plans, and reports of other studies conducted by Grantee with respect to the Property.

7. Approvals and Permits; Grantor's Cooperation. During the Study Period, Grantee may apply for all governmental approvals and authorizations required for any rezoning, special use permit(s), site plan approvals, architectural design approvals, subdivision and boundary line adjustment of the Property, and funding of the Project as Grantee deems appropriate, including, without limitation, LIHTC. The expenses of such applications shall be paid by Grantee. Grantee is authorized to apply for such approvals in Grantor's name if necessary and Grantor agrees to cooperate in any such approval processes and toward satisfying the conditions set forth in Section 12 of this Agreement, to use Grantor's best efforts in assisting Grantee's approval effort without any charge to Grantee for said efforts, and to sign any necessary applications, plans or plats requiring the signature of the owner of the Property.

8. Records. Grantor shall provide Grantee with copies of any title policies pertaining to the Property in Grantor's possession within one month of the Effective Date. Grantor shall furnish to Grantee copies of any surveys, engineering studies, site plans, environmental reports, and other information concerning the physical characteristics of the Property which is in the possession of Grantor within one month of the Effective Date.

9. Title. During the Study Period, Grantee shall obtain evidence of title to the Property by the issuance of a title insurance binder through a title insurance company selected by Grantee (the "Title Company"). Grantee shall deliver to Grantor written objections to title prior to Settlement. Grantor shall have thirty (30) days from receipt of Grantee's objections either to remove all such defects or objections or to provide assurances acceptable to Grantee that Grantee's objections will be removed at or before Settlement. Grantor will use its best efforts to remove such defects. Mortgages, deeds of trust or other liens of a specific amount shall be cleared before or at Settlement. Should Grantor be unable to cure (or provide assurances with respect to) any and all such defects or obligations (except liens as provided above) within the thirty (30) day period, then Grantee may, at its option, elect to terminate this Agreement and receive a full refund of any and all Option fees paid by Grantee. If Grantee does not elect to terminate this Agreement, the Property shall be conveyed at Settlement subject to such defects which will be permitted exceptions. Following the Effective Date, Grantor shall not further encumber or restrict the title to the Property without Grantee's prior written consent.

10. Representations and Warranties of Grantor. Grantor represents and warrants to Grantee, as a material condition to Grantee's obligations pursuant to this Agreement, the following as of the Effective Date and as of the Settlement:

a. To the best of Grantor's knowledge, except as disclosed in the Phase I ESA (as defined in Section 11) the Property is not currently being used and was not used while owned by Grantor for landfill, dumping or other waste disposal operations in violation of applicable laws; and except as disclosed in the Phase I ESA there are no materials, substances, products or wastes of a toxic or hazardous nature currently located on, in, or adjacent to the Property such that their existence would violate applicable laws or regulations. As used herein, all references to materials, substances, products or wastes of a toxic or hazardous nature shall include: (i) any and all hazardous wastes and/or toxic chemicals, materials, substances or wastes which would subject the owner of the Property to injunction action and/or damages, penalties, clean-up costs or other liability under the provisions of the Comprehensive Environmental Response, compensation and Liability Act of 1980, 42 U.S.C. §9601 *et seq.*, the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 (20) (D), the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §1251 *et seq.*, the Clean Air Act of 1966, 42 U.S.C. §7401 *et seq.*, and the Toxic Substance Control Act, 15 U.S.C. *et seq.*; (ii) any other substance the presence of which is prohibited or controlled by any other federal or any state or local laws, regulations, statutes or ordinances now in force or hereafter enacted through the date of any Settlement, and relating to waste disposal or environmental protection with respect to the Property; and (iii) any other substance which by law requires special handling in collection, storage, treatment or disposal.

During the Study Period Grantee may make such hazardous waste investigations and studies as it shall deem necessary to assure itself that the Property is free of such hazardous materials, toxic chemicals or similar substances. If such investigations and studies reveal the presence of any such materials or substances, Grantee shall so notify Grantor in writing, and forward to Grantor a copy of all pertinent investigative materials, studies and reports. Grantor shall have thirty (30) days from receipt of such notice in which to elect to take all corrective action

as may be necessary to remedy the reported violations or to terminate this Agreement. Grantor's election shall be in writing. If Grantor elects not to take corrective action, then Grantee shall within thirty (30) days of receipt of Grantor's notice, elect either to proceed with Settlement or to terminate the Agreement. If Grantee elects to proceed with Settlement, such election shall constitute a waiver by Grantee and its successors and assigns of any and all rights of recourse against Grantor due to the presence of Hazard Materials on the Property, either known or unknown and whether then existing or existing in the future. If Grantee elects not to proceed with Settlement, then Grantor shall refund the Option fees paid by Grantee in full whereupon this Agreement shall terminate and all rights and responsibilities hereunder shall be null and void, and neither party shall have any further obligation hereunder. Grantor makes no warranty whatsoever which will extend past Settlement or the completion of corrective action, as the case may be, that the Property is then clear or that said Property will in the future be clear of Hazardous Materials.

b. Grantor has good and marketable title to the Property and has all necessary authority to sell the Property.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Grantor is a party or by which it or the Property is bound, any judgment, decree, order, or award of any court, governmental body, or any law, rule, or regulation applicable to Grantor.

Grantor shall disclose to Grantee in writing any conditions or events that arise or occur subsequent to the Effective Date of this Agreement that become actually known to Grantor and which contradict or modify any representation of Grantor set forth herein or otherwise have a material effect upon the Property or its use.

11. Property Remediations. Grantor acknowledges that it has reviewed and is familiar with the ASTM E 1527-05 Phase I Environmental Site Assessment of the Property prepared by VHB/Vanasse Hangen Brustlin, Inc. (the "Engineer") for Associated Developers, Inc. dated September 24, 2007 (the "Phase I ESA"). Grantor shall, prior to Settlement and at Grantor's sole expense: (a) remove, remediate, and mitigate in accordance with all applicable laws, regulations, ordinances, best practices, and directions of the Engineer, all recognized environmental conditions identified in the Phase I ESA, including, without limitation, removal of the underground storage tank (and any contaminated soil associated therewith) and solid waste from the Property; (b) conduct all Phase II Environmental Assessment activities as are recommended in the Phase I ESA or otherwise recommended by the Engineer; and (c) remove any and all other materials, substances, products or wastes of a toxic or hazardous nature (as defined in Section 10(a) above) from the Property. The total out of pocket cost incurred by Grantor in fulfilling its obligations under this Section 11 shall be referred to herein as the "Remediation Amount". Grantor shall provide written notice of the completion of Grantor's obligations under this Section 11 and the Remediation Amount. If such notice is received by Grantee after exercise of the Option and before Settlement, Grantee shall have the right to terminate this Agreement if Grantee determines, in its

sole discretion, that the addition of the Remediation Amount to the purchase price renders the Project infeasible or impractical.

12. Conditions. The following matters shall be conditions precedent to the Grantee's obligations to perform under this Agreement. Failure of any one or more of such conditions as of Settlement shall entitle, but not obligate, Grantee to terminate this Agreement:

- a. There has been no material adverse change to the condition of the Property.
- b. There is no environmental condition effecting the Property requiring remediation. As used in this subsection, an "environmental condition effecting the Property requiring remediation" shall include, but not be limited to, the presence of any materials, substances, products or wastes of a toxic or hazardous nature as defined in Section 10(a) above.
- c. No federal, state, or local governmental restrictions or requirements would preclude or unreasonably restrict Grantee's intended development of the Project at the Property.
- d. All re-zoning, special use permits, site plan approvals, architectural design approvals, and other approvals and permits necessary to permit the development, construction and operation of the Project upon terms reasonably acceptable to Grantee have been obtained, or, in Grantee's determination, are reasonably obtainable.
- e. Grantee having obtained confirmation that it may lawfully develop, construct and operate the Project upon terms reasonably acceptable to Grantee.
- f. Grantee having obtained a commitment for LIHTC financing, as well as financing from other sources, which in the aggregate cover one hundred percent (100%) of the hard and soft costs associated with the Project. Grantee agrees that it shall submit application for LIHTC reservation of the LIHTC portion of such funding.
- g. Grantee having obtained or been provided an appraisal of the Property for a value greater than or equal to the purchase price. Grantee agrees to provide Grantor a copy of any appraisal of the Property obtained by Grantee.
- h. Housing Partnerships, Inc., a 501(c)(3) public charity which is the member of Grantee, having received a cash donation or cash grant of at least \$100,000.00 which it may in turn contribute or loan to Grantee for use in development of the Project.

Grantee may waive any of the foregoing conditions in Grantee's sole discretion. If Grantee terminates this Agreement pursuant to subsection (b) of this Section 11, then all Option fees paid by Grantee to Grantor shall be refunded to Grantee upon such termination.

13. Conveyance. Grantor agrees to convey marketable fee simple title to the Property subject to any permitted or agreed exceptions to the Property to the Grantee, insurable for both the Grantee and its mortgagee(s) by the Title Company, at normal rates.

14. Settlement. Settlement shall be made at the offices of Geddy, Harris, Franck & Hickman, LLP within ninety (90) days of Grantee's exercise of the Option, or such earlier date at Grantee's option as Grantee shall give Grantor reasonable notice of. At Settlement, Grantor shall deliver a duly executed deed described in Section 2 above for the Property; an owner's affidavit of a form acceptable to the Title Company; and such other information and documentation as may be required by the settlement agent or the Title Company.

15. Proration. All taxes and assessments, if any, shall be prorated as of the date of Settlement.

16. Risk of Loss. All risk of loss or of damage to the Property by fire, windstorm, casualty or any other cause is assumed by Grantor until Settlement. In the event the Property is materially damaged and such damage to the Property is not restored by Grantor prior to Settlement, Grantee shall have, as its sole and exclusive remedies: (i) the option to terminate this Agreement, in which event Grantee shall be entitled to a refund of all Option fees paid by Grantee, and the parties shall thenceforth have no further rights or obligations hereunder; or (ii) if Grantee does not elect to terminate, this Agreement shall remain in full force and effect, in which event at the Settlement (a) Grantor shall deliver to Grantee any insurance proceeds actually received by Grantor attributable to the Property from such casualty, (b) Grantor shall assign to Grantee all of Grantor's rights to such proceeds if not yet received and (c) Grantor shall pay to Grantee an amount equal to Grantor's deductible under its insurance policy for the Property and Grantee shall take title to the Property with the assignment of such proceeds and subject to such damage to or destruction of the Property.

17. Condemnation. Promptly upon obtaining knowledge of the institution of proceedings for, or threat of, the condemnation of all or any part of the Property, Grantor will notify Grantee in writing of the pendency or threat of such proceedings. In the event of the condemnation or threatened condemnation of all or any portion of the Property or the sale of any portion of the Property in lieu of condemnation, Grantee may elect within one month after receiving such notice either (i) that this Agreement shall remain in full force and effect, and in such event Grantor shall assign to Grantee any and all claims for the proceeds of such condemnation or sale, and Grantee shall take title to the remainder of the Property with the assignment of such proceeds and subject to such condemnation; or (ii) Grantee may terminate this Agreement by notice in writing to Grantor, in which event Grantee shall be entitled to a refund of all Option fees paid by Grantee, and the parties shall thenceforth have no further rights or obligations hereunder.

18. Obligations of Grantor. Grantor covenants and agrees with Grantee that until Settlement or earlier termination of this Agreement:

a. Grantor will advise Grantee promptly of any litigation, arbitration or administrative hearing before any governmental agency concerning or affecting the Property which is instituted or threatened after the date hereof.



b. Grantor will not take, or omit to take, any action that would have the effect of violating any of the representations, warranties, covenants or agreements of Grantor contained in this Agreement.

c. Grantor will not take any action or permit any action to be taken (except as specified in or permitted by this Agreement) which would change the physical characteristics of the Property without Grantee's prior written consent.

d. Grantor will cooperate with Grantee in Grantee's applications for approvals, rezoning, subdivision, and as otherwise contemplated in Section 7 above.

e. Grantor shall not market the Property for sale or lease during the Option Period.

19. Default. In the event of default under this Agreement, each party reserves all rights, remedies and defenses available at law and in equity; and, without limiting the generality of the foregoing, in the event of Grantor's default, Grantee shall be entitled to the remedy of specific performance.

20. Notices. All notices and other communications hereunder shall be in writing and shall be delivered personally against receipt or shall be sent by registered mail, certified mail, or by overnight courier addressed to the parties as follows:

As to Buyer                      Powhatan Terrace, LLC  
Attn: Brandie Weiler  
Post Office Box 441  
Williamsburg, Virginia 23197  
Facsimile: (757)

With a copy to                  Andrew M. Franck  
Geddy, Harris, Franck & Hickman, LLP  
Post Office Box 379  
Williamsburg, Virginia 23187  
Facsimile: (757) 253-8953

As to Grantor                    JTR Properties LLC  
Attn: Sterling Nichols  
5400 Discovery Park Boulevard, Suite 102  
Williamsburg, Virginia 23188  
Facsimile: (757)

With a copy to                  Dustin H. Devore  
Kaufman & Canoles, PC  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188

Facsimile: (757)

Any notice in accordance herewith shall be deemed received when delivery is received or refused, as the case may be. Additionally notices may be given by telephone facsimile transmission, provided that an original copy of said transmission shall be delivered to the addressee by nationally recognized overnight delivery services on the day following such transmission. Telephone facsimiles shall be deemed delivered on the date of such transmission.

21. Effective Date. The Effective Date of this Agreement shall be the day on which it fully executed and ratified by both the Grantor and Grantee as evidenced by the dates set forth beside their respective signatures below.

22. Entire Agreement. This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof and may not be modified or changed except by written instrument executed by all parties.

23. Applicable Law. This Agreement shall be construed, interpreted and implied according to the laws of the Commonwealth of Virginia, and it shall be binding upon and shall inure to the benefits of the heirs, personal representatives, successors and assigns of the parties.

24. Waivers. No delay or omission by any party to exercise any right or power accruing upon any non-compliance or default by any party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as otherwise may be provided herein. A waiver by either party of any covenant or condition or agreement to be performed by the other party must be in writing and shall not be construed to be a waiver of any succeeding breach of any covenant, condition or agreement herein contained.

25. Agents and Brokers. Grantor and Grantee each represent and warrant unto the other that this transaction has resulted between the parties without the assistance of any broker or finder being involved. In the event there are fees or commissions payable to any person or firm on account of this Agreement, the same shall be the full responsibility of the party whose actions resulted in such a claim for commissions or fees. The provisions of this Section shall survive the Settlement and transfer of title to the Property or any portion thereof or, as to the warranties, representations and indemnifications set forth in this Section, the termination of this Agreement as herein provided.

26. Replacement of Prior Agreement. Grantor and Grantee previously entered into an Option Agreement dated February 7, 2019 (the "Prior Agreement") regarding the same subject matter hereof. The parties agree that this Agreement replaces the Prior Agreement, and the Prior Agreement is accordingly hereby terminated.

(signatures appear on following page)

Witness the following signatures and seals:

GRANTEE:

POWHATAN TERRACE, LLC

By: Housing Partnerships, Inc., sole member and manager

By: Brandie Weiler  
Brandie Weiler, Executive Director

Date: ~~February~~ March 12, 2019  
(BW)

GRANTOR:

JTR PROPERTIES LLC

By: Sterling Nichols  
Sterling Nichols, Owner

Date: ~~February~~ March 11, 2019

SN

EXHIBIT A  
Legal Description

PARCEL ONE

All that certain piece or parcel of land, with the buildings and improvements thereon, consisting of

10.00 acres, more or less, situate in Jamestown District, James City County, Virginia, bounded and described as follows: Beginning at an iron stake on the southerly side of the road leading from the Main and Ambler's farms to Powell's Mill crossing Route 31 to Jamestown on the dividing line between the land hereby conveyed and that of Robinson; thence in a westerly direction along said road the distance of 400 feet to another iron stake; thence said lot extends back in a southerly direction between parallel lines the distance of 1050 feet, more or less, to iron stakes marking its corners; and being a portion of a tract of land containing 140.62 acres as shown by survey and plat recorded in James City Plat Book 2, page 19, and is a portion of the same property of which T.T. Nixon died seized and possessed, intestate; the said tract having been conveyed to him and J. N. Richardson by deed from Henry O. Wright and wife, dated April 15, 1929, and recorded in James City Deed Book 24, page 531; the undivided one-half interest of the said Richardson having been conveyed to the said T. T. Nixon by deed dated June 5, 1930, and recorded in James City Deed Book 25, pages 514-5.

LESS AND EXCEPT the property conveyed unto the Commonwealth of Virginia by Deed dated September 22, 1955 from Hess N. Hart and Harry Hart, her husband, Roby J. Nixon and Helen Nixon, his wife, Dora N. Waltrip and G. K. Waltrip, her husband, and Mary B. Norman and J. D. Norman, her husband, and recorded October 24, 1955 in the Circuit Court for the City of Williamsburg and County of James City, Virginia Deed Book 56, page 38.

Being the same property conveyed to Investment Properties of Virginia, LLC, a Virginia limited liability company, by Deed dated June 6, 2006 from Hazel N. Richardson, Executrix of the Estate of Helen Nixon Norman and recorded August 31, 2006 in the Circuit Court for the City of Williamsburg and County of James City, Virginia as Instrument Number 060022203.

PARCEL TWO

All that certain lot, piece or parcel of land situate, lying and being in Jamestown District, James City County, Virginia, as shown on that certain plat entitled, "E. T. Nixon, Plat of Survey, Containing .43 Acres, Two Miles Southeast of Williamsburg, James City County, Virginia" dated February 8, 1960 made by R. B. Cartwright, Certified Land Surveyor, recorded April 1, 1960 in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City in Deed Book 74, page 100; and being more particularly described as follows: Beginning at an angle iron down a private lane leading South from State Route #31 thence South 69° 30' East 116.28 feet to an angle iron; thence South 20° 00' West 162.28 feet to an angle iron; thence North 69° 30' West 116.28 feet to an angle iron; thence North 20° 00' East 162.28 feet to an angle iron, the point of beginning.

The Grantor further grant unto the Grantee the right of ingress and egress in common with others, over and along the private lane leading from Route #31 to the property herein conveyed.

Being the same property conveyed to Investment Properties of Virginia, LLC, a Virginia limited liability company, by Deed dated May 31, 2006 from Edward T. Nixon and Mamie S. Nixon, husband and wife and recorded August 31, 2006 in the Circuit Court of the City of Williamsburg and County of James City, Virginia as Instrument Number 060022202.

### PARCEL THREE

All that certain lot, piece or parcel of land, with buildings and improvements thereon, situate in Jamestown Magisterial District, James City County, Virginia, lying on the southerly side of the 10.00+/- acre parcel of Nixon, consisting of 6.082 acres, more or less, and described as follows: commencing at an iron stake 1,050 feet from the road leading from Ambler's and the Main Farm to Five Forks and Powell's Mill Road running thence a distance of 200 feet more or less in a southerly direction in a straight line to the low watermark of Powhatan Creek; thence in a westerly direction along the low water mark of Powhatan Creek as it meanders a distance of 400 feet more or less to a point; thence in a northerly direction in a straight line a distance of 200 feet more or less to an iron stake, the corner to the property hereby conveyed and other lands of Nixon, thence in an easterly direction along the line of the property hereby conveyed and other lands of Nixon a distance of 400 feet, more or less to an iron stake corner to the property hereby conveyed and other lands of Nixon, being the point of departure. Said property is bounded on the northerly side of other lands Nixon; on the southerly side of Powhatan Creek; on the easterly side by the lands of Robinson; and on the westerly side by the remaining lands of Hess N. Hart and Harry Hart, her husband, Mary B. Norman and J. D. Norman, her husband, Dorothy N. Waltrip and G. K. Waltrip, her husband. Said property is a portion of the tract of land containing 140.62 acres as shown by survey and plat recorded in James City Plat Book 2, page 19, and is a portion of the same property of which T. T. Nixon died seized and possessed intestate; the said tract having been conveyed to him and J. N. Richardson by deed from Henry O. Wright and wife, dated April 15, 1929, and recorded in James City County Deed Book 24, page 531, the undivided one-half interest of said Richardson having been conveyed to the said T. T. Nixon by deed dated June 5, 1930, and recorded in James City County Deed Book 25, page 514.

Parcel One, Parcel Two and Parcel Three being the same property known and designated as PARCEL OF LAND CONTAINING 15.5 Acres±, as that shown on that certain plat entitled, PLAT OF SURVEY, PARCEL OF LAND CONTAINING 15.5 ACRES±, PROPERTY OF HELEN NIXON NORMAN ESTATE & EDWARD T. & MAMIE NIXON, prepared by AES Consulting Engineers and dated August 21, 2006, a copy of which was recorded in the aforesaid Clerk's Office on June 9, 2008 at Instrument Number 080014310.

# James City County, Virginia

**Parcel ID (PIN)** 4730100036  
**LRSN** 3350  
**Property Address:** 1676 JAMESTOWN ROAD  
 WMSBURG , VA  
 231853111  
**Subdivision:** Powhatan Terrace  
**Owner's Name:** JTR PROPERTIES LLC  
**Mailing Address:** 5400 DISCOVERY PARK BLVD ~STE  
 102  
 WILLIAMSBURG , VA  
 231882882

## General Information

<b>Property Class:</b>	404, Commercial & Industrial	<b>VA Senate District:</b>	3
<b>Zoning:</b>	R2 General Residential	<b>VA House District:</b>	93
<b>Zoning (additional):</b>	No Data	<b>Congressional District:</b>	1
<b>Air Approach:</b>	No	<b>Election District:</b>	Berkeley
<b>Legal Acreage:</b>	10	<b>Voting Precinct:</b>	Berkeley A
<b>Legal Description:</b>	PT OF NECK OF LAND	<b>Polling Place:</b>	Jamestown High School
<b>Primary Service Area:</b>	Yes	<b>Census:</b>	803.03

To confirm utility information please contact JCSA at 757-229-7421

## Schools

**Elementary School:** Laurel Lane  
**Middle School:** Berkeley  
**High School:** Lafayette

## Assessment Information

Valuation as of:	January 1, 2017	January 1, 2018	January 1, 2019
Effective for Billing:	July 1, 2017	July 1, 2018	July 1, 2019
<b>Land Value:</b>	\$242,000.00	\$242,000.00	\$242,000.00
<b>Improvement Value:</b>	\$0.00	\$0.00	\$0.00
<b>Total Value:</b>	\$242,000.00	\$242,000.00	\$242,000.00

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/Pg
ASSOCIATED DEVELOPERS INC	9/22/2011	\$400,000.00	110019987
INVESTMENT PROPERTIES OF VIRGINIA, L	6/9/2008	\$745,000.00	080014310
NORMAN, HELEN NIXON ESTATE	8/31/2006	\$587,200.00	060022203

## Improvements

**Year Built:** No Data  
**Stories:** No Data

Approximate Square Footage		Rooms		Construction	
<b>Finished (Above Grade):</b>	No Data	<b>Total:</b>	No Data	<b>Foundation:</b>	No Data
<b>Basement:</b>	No Data	<b>Bedrooms:</b>	No Data	<b>Exterior:</b>	No Data
<b>Attached Garage:</b>	No Data	<b>Full Baths:</b>	No Data	<b>Central A/C:</b>	No Data
<b>Detached Garage:</b>	No Data	<b>Half Baths:</b>	No Data	<b>Out Buildings:</b>	No Data
<b>Enclosed Porch:</b>	No Data				
<b>Open Porch:</b>	No Data				
<b>Deck:</b>	No Data				

## Property Tax Information

**Balance Due:** \$1,016.40  
**Calculated as of :** 03/04/2019

Year	Install #	Type	Due Date	Tax Amount	Tax Billed*	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
2018	2	Tax	6/5/2019	\$1,016.40	\$1,016.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	No Data	\$1,016.40
2018	1	Tax	12/6/2018	\$1,016.40	\$1,016.40	\$0.00	\$0.00	\$1,016.40	\$0.00	\$0.00	11/20/2018	\$0.00
2017	2	Tax	6/5/2018	\$1,016.40	\$1,016.40	\$101.64	\$0.00	\$1,016.40	\$101.64	\$0.00	6/7/2018	\$0.00
2017	1	Tax	12/5/2017	\$1,016.40	\$1,016.40	\$0.00	\$0.00	\$1,016.40	\$0.00	\$0.00	11/21/2017	\$0.00
2016	2	Tax	6/5/2017	\$1,016.40	\$1,016.40	\$0.00	\$0.00	\$1,016.40	\$0.00	\$0.00	5/30/2017	\$0.00
2016	1	Tax	12/5/2016	\$1,016.40	\$1,016.40	\$0.00	\$0.00	\$1,016.40	\$0.00	\$0.00	11/21/2016	\$0.00
2015	2	Tax	6/6/2016	\$1,016.40	\$1,016.40	\$0.00	\$0.00	\$1,016.40	\$0.00	\$0.00	6/6/2016	\$0.00
2015	1	Tax	12/7/2015	\$1,016.40	\$1,016.40	\$0.00	\$0.00	\$1,016.40	\$0.00	\$0.00	12/3/2015	\$0.00

\*The Tax Billed amount is based on the assessment of the property multiplied by the current tax rate, less any tax relief and/or exemption if applicable

Real estate taxes are assessed on Fiscal Year (July-June) and billed (in arrears) in two installments due December 5th and June 5th of each year.

Taxes due December 5th relate to July through December.

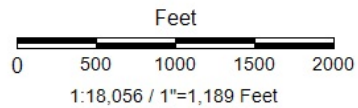
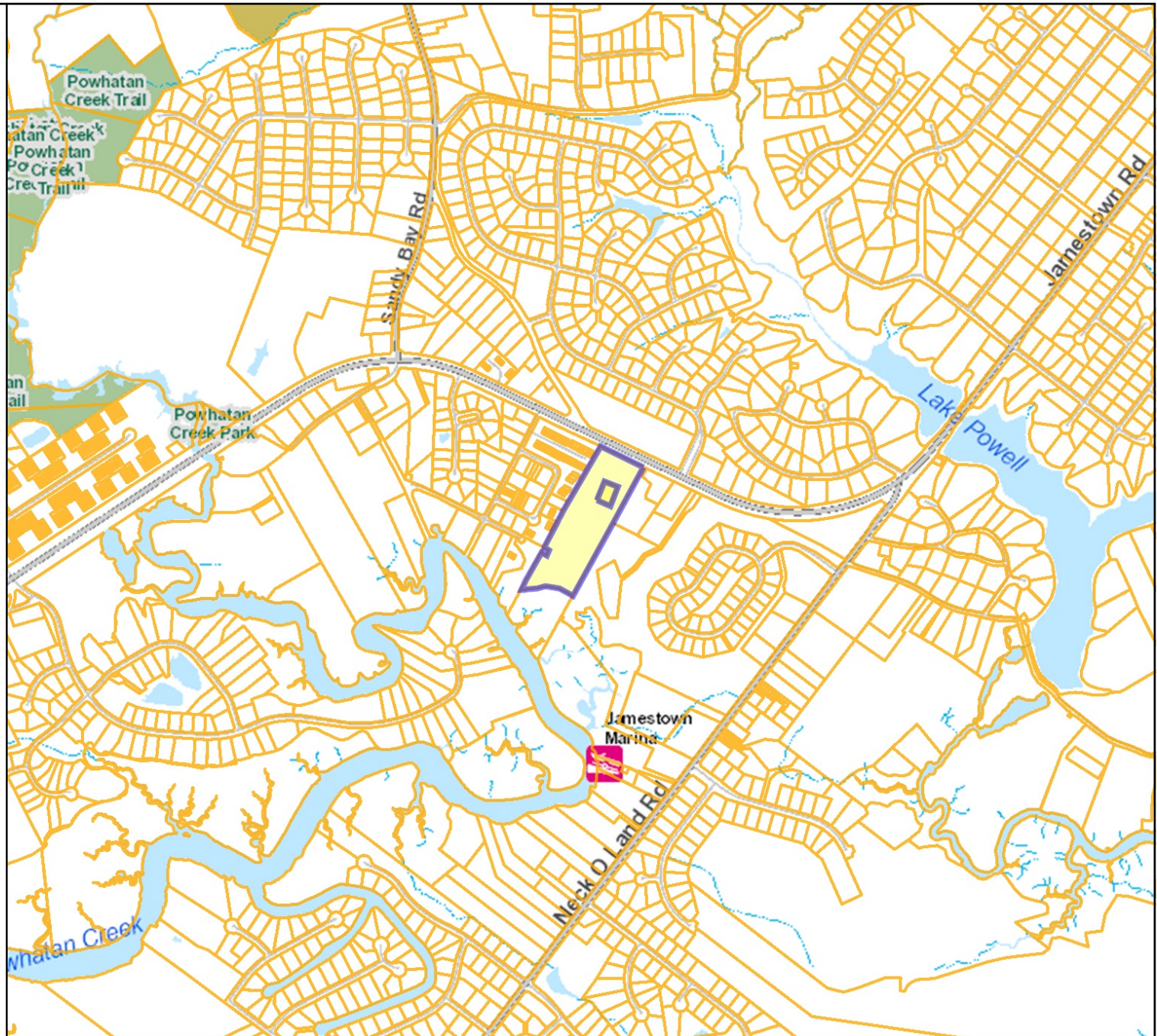
Taxes due June 5th relate to January through June.



# James City County, Virginia

## Legend

□ Parcels



**Title: Parcels**

**Date: 3/4/2019**

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# James City County, Virginia

**Parcel ID (PIN)** 4730100037  
**LRSN** 3339  
**Property Address:** 1678 JAMESTOWN ROAD  
 WMSBURG, VA  
 231853111  
**Subdivision:** Powhatan Terrace  
**Owner's Name:** JTR PROPERTIES LLC  
**Mailing Address:** 5400 DISCOVERY PARK BLVD ~STE  
 102  
 WILLIAMSBURG, VA  
 231882882

## General Information

<b>Property Class:</b>	404, Commercial & Industrial	<b>VA Senate District:</b>	3
<b>Zoning:</b>	R2 General Residential	<b>VA House District:</b>	93
<b>Zoning (additional):</b>	No Data	<b>Congressional District:</b>	1
<b>Air Approach:</b>	No	<b>Election District:</b>	Berkeley
<b>Legal Acreage:</b>	.43	<b>Voting Precinct:</b>	Berkeley A
<b>Legal Description:</b>	ADJ ROBY NIXON	<b>Polling Place:</b>	Jamestown High School
<b>Primary Service Area:</b>	Yes	<b>Census:</b>	803.03

To confirm utility information please contact JCSA at 757-229-7421

## Schools

**Elementary School:** Laurel Lane  
**Middle School:** Berkeley  
**High School:** Lafayette

## Assessment Information

Valuation as of:	January 1, 2017	January 1, 2018	January 1, 2019
Effective for Billing:	July 1, 2017	July 1, 2018	July 1, 2019
<b>Land Value:</b>	\$49,600.00	\$49,600.00	\$49,600.00
<b>Improvement Value:</b>	\$0.00	\$0.00	\$0.00
<b>Total Value:</b>	\$49,600.00	\$49,600.00	\$49,600.00

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/Pg
ASSOCIATED DEVELOPERS INC	9/22/2011	\$400,000.00	110019987
INVESTMENT PROPERTIES OF VIRGINIA, L	6/9/2008	\$745,000.00	080014310
NIXON, EDWARD T & MAMIE	8/31/2006	\$34,300.00	060022202

## Improvements

**Year Built:** No Data  
**Stories:** No Data

Approximate Square Footage		Rooms		Construction	
<b>Finished (Above Grade):</b>	No Data	<b>Total:</b>	No Data	<b>Foundation:</b>	No Data
<b>Basement:</b>	No Data	<b>Bedrooms:</b>	No Data	<b>Exterior:</b>	No Data
<b>Attached Garage:</b>	No Data	<b>Full Baths:</b>	No Data	<b>Central A/C:</b>	No Data
<b>Detached Garage:</b>	No Data	<b>Half Baths:</b>	No Data	<b>Out Buildings:</b>	No Data
<b>Enclosed Porch:</b>	No Data				
<b>Open Porch:</b>	No Data				
<b>Deck:</b>	No Data				

## Property Tax Information

**Balance Due:** \$208.32  
**Calculated as of :** 03/04/2019

Year	Install #	Type	Due Date	Tax Amount	Tax Billed*	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
2018	2	Tax	6/5/2019	\$208.32	\$208.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	No Data	\$208.32
2018	1	Tax	12/6/2018	\$208.32	\$208.32	\$0.00	\$0.00	\$208.32	\$0.00	\$0.00	11/20/2018	\$0.00
2017	2	Tax	6/5/2018	\$208.32	\$208.32	\$20.83	\$0.00	\$208.32	\$20.83	\$0.00	6/7/2018	\$0.00
2017	1	Tax	12/5/2017	\$208.32	\$208.32	\$0.00	\$0.00	\$208.32	\$0.00	\$0.00	11/21/2017	\$0.00
2016	2	Tax	6/5/2017	\$208.32	\$208.32	\$0.00	\$0.00	\$208.32	\$0.00	\$0.00	5/30/2017	\$0.00
2016	1	Tax	12/5/2016	\$208.32	\$208.32	\$0.00	\$0.00	\$208.32	\$0.00	\$0.00	11/21/2016	\$0.00
2015	2	Tax	6/6/2016	\$208.32	\$208.32	\$0.00	\$0.00	\$208.32	\$0.00	\$0.00	6/6/2016	\$0.00
2015	1	Tax	12/7/2015	\$208.32	\$208.32	\$0.00	\$0.00	\$208.32	\$0.00	\$0.00	12/3/2015	\$0.00

\*The Tax Billed amount is based on the assessment of the property multiplied by the current tax rate, less any tax relief and/or exemption if applicable


Real estate taxes are assessed on Fiscal Year (July-June) and billed (in arrears) in two installments due December 5th and June 5th of each year.

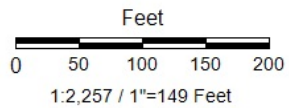
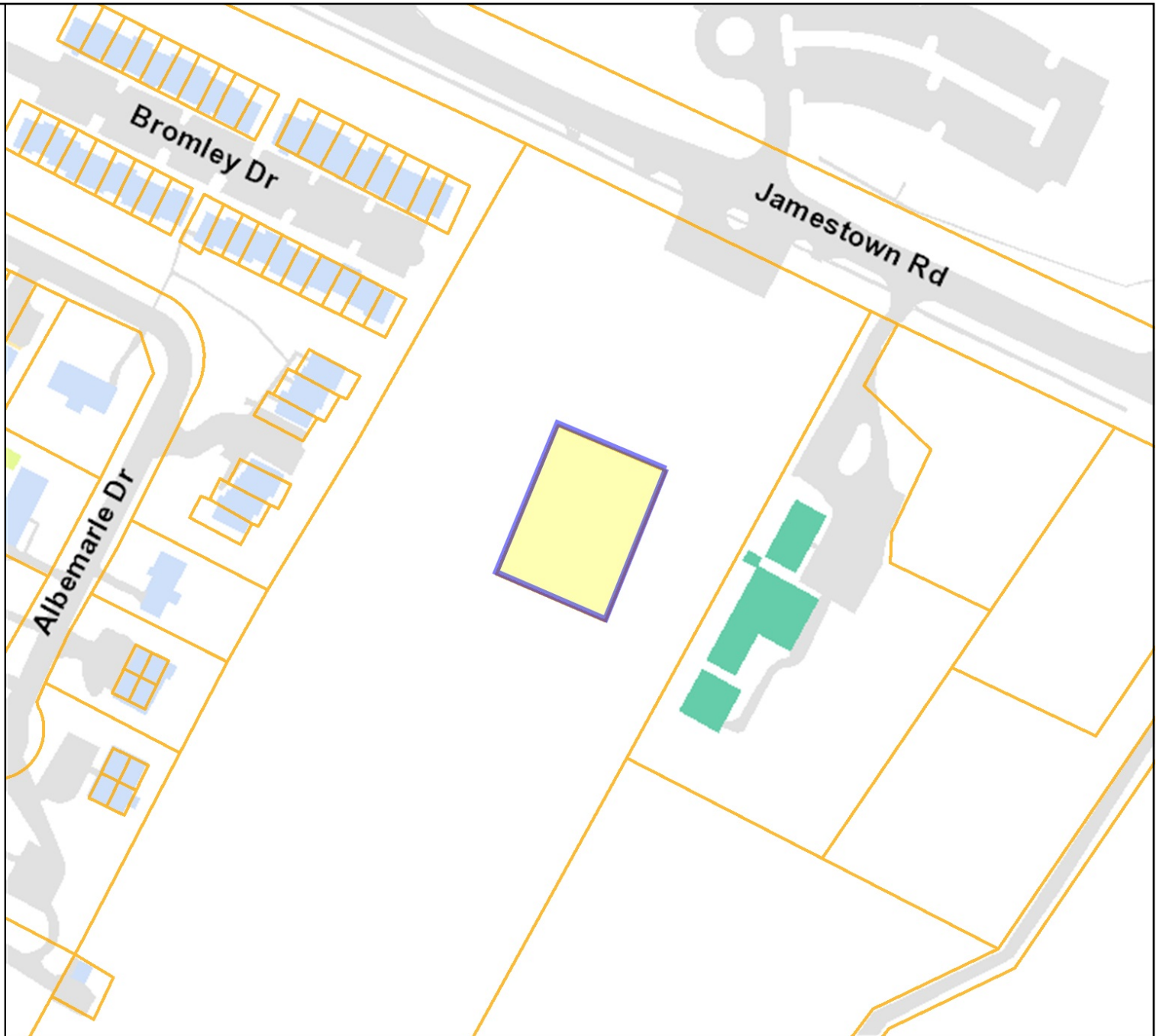
Taxes due December 5th relate to July through December.

Taxes due June 5th relate to January through June.

# James City County, Virginia

## Legend

 Parcels



**Title: Parcels**

**Date: 3/4/2019**

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# James City County, Virginia

**Parcel ID (PIN)** 4730100039  
**LRSN** 3351  
**Property Address:** 180 RED OAK LANDING RD  
 WMSBURG , VA  
 231852383  
**Subdivision:** Powhatan Terrace  
**Owner's Name:** JTR PROPERTIES LLC  
**Mailing Address:** 5400 DISCOVERY PARK BLVD ~STE  
 102  
 WILLIAMSBURG , VA  
 231882882

## General Information

<b>Property Class:</b>	502, Single Family - Urban	<b>VA Senate District:</b>	3
<b>Zoning:</b>	R2 General Residential	<b>VA House District:</b>	93
<b>Zoning (additional):</b>	No Data	<b>Congressional District:</b>	1
<b>Air Approach:</b>	No	<b>Election District:</b>	Berkeley
<b>Legal Acreage:</b>	6.08	<b>Voting Precinct:</b>	Berkeley A
<b>Legal Description:</b>	PT OF NECK OF LAND	<b>Polling Place:</b>	Jamestown High School
<b>Primary Service Area:</b>	Yes	<b>Census:</b>	803.03

To confirm utility information please contact JCSA at 757-229-7421

## Schools

**Elementary School:** Laurel Lane  
**Middle School:** Berkeley  
**High School:** Lafayette

## Assessment Information

Valuation as of:	January 1, 2017	January 1, 2018	January 1, 2019
Effective for Billing:	July 1, 2017	July 1, 2018	July 1, 2019
<b>Land Value:</b>	\$3,100.00	\$3,100.00	\$3,100.00
<b>Improvement Value:</b>	\$0.00	\$0.00	\$0.00
<b>Total Value:</b>	\$3,100.00	\$3,100.00	\$3,100.00

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/Pg
ASSOCIATED DEVELOPERS INC	9/22/2011	\$400,000.00	110019987
INVESTMENT PROPERTIES OF VIRGINIA, L	6/9/2008	\$745,000.00	080014310
NORMAN, HELEN NIXON ESTATE	8/31/2006	\$587,200.00	060022203

## Improvements

**Year Built:** No Data  
**Stories:** No Data

Approximate Square Footage		Rooms		Construction	
<b>Finished (Above Grade):</b>	No Data	<b>Total:</b>	No Data	<b>Foundation:</b>	No Data
<b>Basement:</b>	No Data	<b>Bedrooms:</b>	No Data	<b>Exterior:</b>	No Data
<b>Attached Garage:</b>	No Data	<b>Full Baths:</b>	No Data	<b>Central A/C:</b>	No Data
<b>Detached Garage:</b>	No Data	<b>Half Baths:</b>	No Data	<b>Out Buildings:</b>	No Data
<b>Enclosed Porch:</b>	No Data				
<b>Open Porch:</b>	No Data				
<b>Deck:</b>	No Data				

## Property Tax Information

**Balance Due:** \$13.02  
**Calculated as of :** 03/04/2019

Year	Install #	Type	Due Date	Tax Amount	Tax Billed*	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
2018	2	Tax	6/5/2019	\$13.02	\$13.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	No Data	\$13.02
2018	1	Tax	12/6/2018	\$13.02	\$13.02	\$0.00	\$0.00	\$13.02	\$0.00	\$0.00	11/20/2018	\$0.00
2017	2	Tax	6/5/2018	\$13.02	\$13.02	\$1.30	\$0.00	\$13.02	\$1.30	\$0.00	6/7/2018	\$0.00
2017	1	Tax	12/5/2017	\$13.02	\$13.02	\$0.00	\$0.00	\$13.02	\$0.00	\$0.00	11/21/2017	\$0.00
2016	2	Tax	6/5/2017	\$13.02	\$13.02	\$0.00	\$0.00	\$13.02	\$0.00	\$0.00	5/30/2017	\$0.00
2016	1	Tax	12/5/2016	\$13.02	\$13.02	\$0.00	\$0.00	\$13.02	\$0.00	\$0.00	11/21/2016	\$0.00
2015	2	Tax	6/6/2016	\$13.02	\$13.02	\$0.00	\$0.00	\$13.02	\$0.00	\$0.00	6/6/2016	\$0.00
2015	1	Tax	12/7/2015	\$13.02	\$13.02	\$0.00	\$0.00	\$13.02	\$0.00	\$0.00	12/3/2015	\$0.00

\*The Tax Billed amount is based on the assessment of the property multiplied by the current tax rate, less any tax relief and/or exemption if applicable

Real estate taxes are assessed on Fiscal Year (July-June) and billed (in arrears) in two installments due December 5th and June 5th of each year.

Taxes due December 5th relate to July through December.

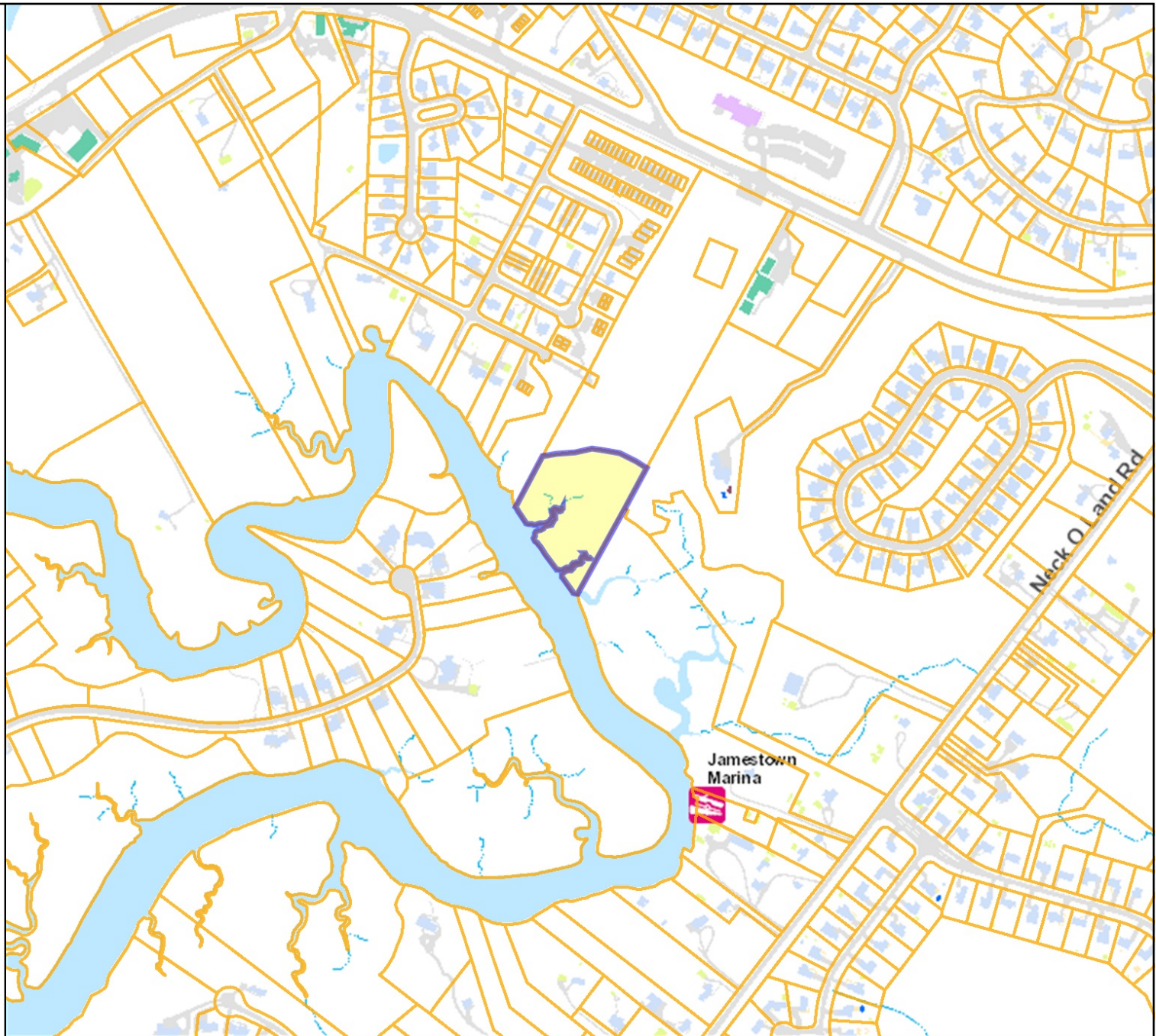
Taxes due June 5th relate to January through June.



# James City County, Virginia

## Legend

□ Parcels



Feet



1:9,028 / 1"=594 Feet

**Title: Parcels**

**Date: 3/4/2019**

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F

Architect's Certification  
and Third-Party RESNET  
Rater Certification  
(MANDATORY)



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**INSTRUCTIONS FOR THE COMPLETION OF  
APPENDIX F  
ARCHITECT'S CERTIFICATION**

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**(This form must be included in the Application – Tab F)**

**NOTE:** If the development includes any combination of **New Construction, Rehabilitation** or Adaptive Reuse, then separate Architect Certifications must be provided for each construction type.

The proper completion of this certification is critical to calculate the average unit square feet and net rentable square feet of each unit type, to document amenity items for which will be awarded, and to calculate certain elements of the efficient use of resources points.

If this certification is not completed correctly there may be loss of points or disqualification of the application to compete for tax credits. **If this development receives an allocation of tax credits and items are not provided as indicated on this certification then VHDA may, at its sole option, require the payment by the Owner of an amount up to 10% of the Total Development Cost (as set forth in the Application) of the development as liquidated damages for such violation or the total loss of credits may result.** Therefore, it is imperative that this certification reflect the true and accurate intent of what will be provided in return for an allocation of tax credits.

Each section of this certification contains instructions on how the information should be provided. For Unit Size Calculations, the Average Unit Square Feet and Net Rentable Square Feet should be listed to two (2) decimal places. The number of units indicated should be only the units for which rent will be collected. For Average Unit Square Feet calculations, the Total Square Feet should equal the Average Unit Square Feet multiplied by the Number of Units/Type. The total at the bottom of the Total Square Feet column should equal item (D) on the same page of the certification, or be within 1 digit due to rounding.

Accessibility certifications on page 6 are for tax credit point categories only and are not to be confused with minimum code requirements.





# Architect's Certification

Name of Development: Powhatan Terrace Townhomes

Address of Development: 1676 Jamestown Road, Williamsburg, VA 23185

Name of Owner: Powhatan Terrace, LLC

The architect signing this document is certifying that all unit and site amenities indicated in this certification are incorporated into the development plans and specifications, and that all products necessary to fulfill these representations are available for these purposes. The architect signing this document also certifies their understanding that both the excel application and the information in the architect certification must be the same and discrepancies between the excel application and architect's certification can result in penalties or even disqualification.

The individual who certifies this information must initial the pages where indicated, provide the personal information requested and sign on the last page. This certification should not be mailed separately to VHDA but returned to the developer for inclusion in the tax credit application.

**(Acknowledge and include this instruction sheet as part of the certification)**

Acknowledged: *Kristin C Baum*

Printed Name: Kristin C. Baum

All developments seeking Virginia Low Income Housing Tax Credits are required to meet one of the following as certified by a RESNET Rater:

- New Construction - EnergyStar Certification  
The development's design meets the criteria for the EnergyStar certification.
- Rehabilitation -30% performance increase over existing, based on HERS Index  
Or Must evidence a HERS Index of 80 or better
- Adaptive Reuse - Must evidence a HERS Index of 95 or better.

Plans and Specifications: Required documentation for all properties (new construction, rehabilitation and adaptive reuse)

- 1 A location map with property(ies) clearly defined.
- 2 A site plan showing overall dimensions of main building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required. For combination 4% and 9% properties, site plan must show all elements of both properties labeled so that the elements are distinguishable as to 4% and 9%.
- 3 Sketch plans of main building(s) reflecting overall dimensions of:
  - a. Typical floor plan(s) showing apartment types and placement
  - b. Ground floor plan(s) showing common areas;
  - c. Sketch floor plan(s) of typical dwelling unit(s);

A Unit by Unit write up is required for all Rehabilitation properties

**This certification includes two (2) separate calculations of square footage:**

- 1. Average Gross Unit Square Feet:** Measurements Include A Prorata Share of Heated Residential Common Area
- 2. Net Rentable Square Feet:** Measurements *Do Not* Include A Prorata Share of Any Common Area and Reflect All Floor Plans of Each Unit Type (1-BR, 2-BR, etc.) measured from the interior face of the unit perimeter walls

**1. Average Gross Unit Square Feet:**

(These measurements impact the scoring of tax credit applications)

For purposes of determining the total residential heated square feet (D), the building(s) were measured from the outside face of exterior walls and the centerline of any party walls. All unheated spaces (B) and nonresidential, (income producing commercial spaces) (C) were subtracted from this measurement. Community rooms, laundry rooms, property management offices and apartments, heated maintenance facilities, and other common space designed to serve residential tenants were not deducted. Based on this procedure, I certify the following calculations in determining the usable heated square feet for the above referenced development:

44,079.32	(A) Total gross floor area in (sq. ft.) for the entire development
1,570.00	- (B) Unheated floor area (breezeways, balconies, storage)
0.00	- (C) Nonresidential, (commercial income producing) area
42,509.32	= (D) Total residential heated area (sq. ft.) for the development

**INSTRUCTIONS FOR AVERAGE UNIT SQUARE FEET CALCULATIONS:**

Provide the average unit size for each bedroom type, (1 bedroom elderly, 2 bedroom garden, 3 bedroom townhouse, etc.) by adding the total square feet of all the same bedroom types (2 bedroom garden with 1 bath and 2 bedroom garden with 2 baths) and adding the prorated share of heated common residential space and divide by the total number of the same bedroom types (2 bedroom garden). Do not alter any items below.

Unit Types	Average Unit Sq. Ft. *	x	Number of Units/Type	=	Total Square Feet
Supportive Housing	0.00		0		0.00
1 Story/EFF-Elderly	0.00		0		0.00
1 Story/1 BR-Elderly	0.00		0		0.00
1 Story/2 BR-Elderly	0.00		0		0.00
Efficiency Elderly	0.00		0		0.00
1 Bedroom Elderly	0.00		0		0.00
2 Bedrooms Elderly	0.00		0		0.00
Efficiency Garden	0.00		0		0.00
1 Bedroom Garden	0.00		0		0.00
2 Bedrooms Garden	1,052.56		4		4,210.22
3 Bedrooms Garden	1,265.39		4		5,061.54
4 Bedrooms Garden	0.00		0		0.00
2+ Story 2 BR Townhouse	1,080.06		14		15,120.78
2+ Story 3 BR Townhouse	1,294.06		14		18,116.78
2+ Story 4 BR Townhouse	0.00		0		0.00
Total			36	Total	42,509.32 **

\* Including pro rata share of heated, residential common area. This information should match Structure tab of the excel application

**2. Net Rentable Square Feet \***

For purposes of calculating Net Rentable Square Feet, the units were measured from the face of each unit perimeter wall. The values below therefore indicate the actual square footage of each unit floor plan. (For example, there may be 2 distinct 1-bedroom floor plans, 3 distinct 2-bedroom floor plans, etc. The purpose of this section of the Architect Certification is to document and certify the floor space attributable to residential rental units in the development.)

Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space**

100.00%

	<u>Unit Type</u>	<u>Floor Plan Square Feet</u>	<u>Number of Units This Floor Plan</u>	<u>Total</u>
Mix 1	2 BR - 2 Bath	966.59	4	3866.36
Mix 2	3 BR - 2 Bath	1168.42	4	4673.68
Mix 3	2 BR - 1.5 Bath	969.84	14	13577.76
Mix 4	3 BR - 2.5 Bath	1169.66	14	16375.24
Mix 5				0
Mix 6				0
Mix 7				0
Mix 8				0
Mix 9				0
Mix 10				0
Mix 11				0
Mix 12				0
Mix 13				0
Mix 14				0
Mix 15				0
Mix 16				0
Mix 17				0
Mix 18				0
Mix 19				0
Mix 20				0
Mix 21				0
Mix 22				0
Mix 23				0
Mix 24				0
Mix 25				0
Mix 26				0
Mix 27				0
Mix 28				0
Mix 29				0
Mix 30				0
Mix 31				0
Mix 32				0
Mix 33				0
Mix 34				0
Mix 35				0
Mix 36				0
Mix 37				0
Mix 38				0
Mix 39				0
Mix 40				0
Mix 41				0
Mix 42				0
Mix 43				0
Mix 44				0
Mix 45				0
Mix 46				0
Mix 47				0
Mix 48				0
Mix 49				0
Mix 50				0
<b>Totals</b>			<b>36</b>	<b>38493.04</b>

\*This information should match Unit Details page of the excel application

DEV Name: Powhatan Terrace Townhomes



**Development Amenities:**

I certify that the development's plans and specifications and proposed budget incorporate all items from VHDA's most current Minimum Design and Construction Requirements and the Unit by Unit write up. In the event the plans and specifications do not include VHDA Minimum Design and Construction Requirements and any immediate needs and recommendations from the Physical Needs Assessment, then those requirements still must be met, even though the application is accepted for credits. Please note that this may cause the Application to be ineligible for credits. The Requirements apply to any new, adaptive reuse or rehabilitated development (including those serving elderly and/or physically disabled households).

The Minimum Design & Construction Requirements may be found on VHDA's website at..... [www.VHDA.com](http://www.VHDA.com)

For any development upon completion of construction/rehabilitation: (non-mandatory amenities)  
(Enter TRUE in each box where appropriate)

- TRUE a. The development will have a community/meeting room with a minimum of 749 square feet.
- 60% b.i,ii Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls (excluding triangular gable end area, doors, windows, kneewalls, columns, retaining walls, stairwells and any features that are not a part of the façade)  
Community buildings are to be included in percentage calculations.
- FALSE c. Water expense will be sub-metered (tenant will pay monthly or bi-monthly bill)
- TRUE d. Each bathroom consists only of Water Sense labeled toilets, faucets and showerheads
- TRUE e. Provide necessary infrastructure in all units for high-speed internet/broadband service.
- TRUE f. Free Wi-Fi access will be provided for community room for resident only usage.
- FALSE g. Each Unit is provided free individual high-speed Internet access
- OR
- FALSE h. Each Unit is provided free individual Wi-Fi access
- TRUE i.,j. Bath fan wired to primary light with delayed timer, or, continuous exhaust by ERV/DOAS OR  
Bath Fan with humidistat
- FALSE k. Fire Prevention - all Ranges equipped with temperature limiting controls
- OR
- TRUE l. Fire Suppression - Cooking surfaces are equipped with fire suppression features
- FALSE m. Rehab only- Each apartment has dedicated space, drain and electrical hookups to accept a permanently installed dehumidification system OR
- FALSE n. All development types- Each Unit is equipped with a permanent dehumidification system
- FALSE o. All interior doors within units are solid core
- TRUE p. At minimum one USB charging port in each Kitchen, Living room and all bedrooms
- TRUE q. All Kitchen light fixtures are LED and meet MDCR lighting guidelines
- FALSE r. Shelf or ledge outside each primary apartment entry door located in an interior hallway
- TRUE s. New Construction only- Each unit to have balcony or patios minimum depth 5' clear from face of building.  
Minimum 30 square feet.

DEV Name: Powhatan Terrace Townhomes

For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:  
(optional point items)

- FALSE a. All cooking ranges will have front controls
- FALSE b. All full bathrooms will have an independent or supplemental heat source
- FALSE c. All entrance doors have two eye viewers, one at 42" and the other at standard height

For all rehabilitation and adaptive reuse developments, upon completion of construction/rehabilitation:  
(optional point items)

- FALSE The structure is listed individually in the National Register of Historic Places or is located in a registered historic district and certified by the Secretary of the Interior as being of historical significance to the district, and the rehabilitation will **be completed in such a manner as to be eligible for historic rehabilitation tax credits.**

**Building Structure:**

Number of Stories

- TRUE **Low-Rise** (1-5 stories with any structural elements being wood frame construction)
- FALSE **Mid-Rise** (5-7 stories with no structural elements being wood frame construction)
- FALSE **High-Rise** (8 or more stories with no structural elements being wood frame construction)

**Accessibility:**

I certify that the development plans and specifications meet all requirements of the federal Americans with Disabilities Act and Fair Housing Act (if applicable).


I certify that the development plans and specifications meet all requirements of HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act. Complying units must be "permanently accessible," rather than to "adaptable" standards. Please reference Uniform Federal Accessibility Standards(UFAS) for more particular information.

Check one or none of the following point categories, as appropriate:

- FALSE Any development in which (i) the greater of 5 units or 10% of the total # of units will be assisted by HUD project-based vouchers or another form of documented and binding federal, state or locality project-based rent subsidies in order to ensure occupancy by extremely low-income persons; and (ii) the greater of 5 or 10% of the units will conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act.  
(All of the units described in (ii) above must include roll-in showers (must contain permanent grab bars and fixed seats), roll under sinks, and front controls for ranges unless agreed to by the Authority prior to the applicant's submission of its application.)  
**60 pts.**
- TRUE Any development in which the greater of 5 units or 10% of the total # of units (i) have rents within HUD's Housing Choice Voucher payment standard; (ii) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act  
**30 pts.**
- FALSE Any development in which **five percent (5%)** of the total # of units (i) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act  
**15 pts.**

For any accessibility option elected above, all common space must also conform to accessibility requirements of HUD Section 504 regulations.

As architect of record for the above referenced development, the above certifications are correct to the best of my knowledge.

Signed:   
Printed Name: Kristin Baum  
Title: Vice President, GuernseyTingle  
Virginia Registration #: 401013977  
Phone: 757.220.0220  
Date: March 13, 2019

**NOTE TO ARCHITECT: If representaions in plans and specifications and/or any information certified in this certification is misrepresented then the architect may be penalized. Any change in this form may result in disqualification or a reduction of points under the scoring system. If you have any questions, please call JD Bondurant at VHDA (804) 343-5725.**

**Return this certification to the developer for inclusion in the tax credit application package.**

DEV Name: Powhatan Terrace Townhomes



**Appendix F  
VHDA's Universal Design Certification**

**TRUE** Units in the development will meet VHDA's **Universal Design Guidelines**.

Before issuance of IRS Form 8609, applicant will provide documentation to VHDA as evidence that such units meet VHDA's Universal Design guidelines.

The number of rental units that will meet these standards: 5

The total number of rental units in this development: 36

**NOTE:** For Elderly Developments, 100% of the units in the development must meet the Universal Design standards in order to qualify for points.

For Family Developments, points are awarded based on a percentage of the number of units meeting the Universal Design standards.

For the tax credit applicant to qualify for points associated with Universal Design, the architect of record must be on VHDA's list of Universal Design certified architects. VHDA Universal Design Certifications are only valid for 2019 applications if certification date is after January 1, 2014

All tax credit applications which include amenity points for providing VHDA Universally Designed dwelling units must include plans that clearly identify the following items in the format found on [vhda.com](http://vhda.com) or no points will be awarded:

- Overall building plans identifying the location of Universal Design dwelling units, and the means of vertical transportation (if applicable), along the accessible route (Minimum scale 1/8"=1'-0"). Include a legend and Universal Design General Notes section. Anything other than a fully handicap accessible elevator must have been presented to and approved by VHDA for this project at least two weeks prior to submission of reservation application.
- Site plan and building plans identifying accessible pedestrian routes from all Universal Design units to accessible parking, leasing office, community room, laundry facility, mailboxes, garbage collection areas and public transportation pick up areas. Architect must identify running slope and cross slope of route, and consider any obstructions. Include required number of accessible parking spaces, a legend for the accessible route, and a Universal Design general notes section.
- Enlarged Universal Design unit plans (Minimum scale 1/4"=1'-0") identifying clearances and all Essential Elements

Signed: Kristin C Baum

Printed Name: Kristin C. Baum  
Architect of Record  
(same individual as on page 7)

Date: 3/13/19



Appendix F
RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP).
In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

\*\*\*Please note that this may cause the Application to be ineligible for credits. The Requirements apply to any new, adaptive reuse or rehabilitated development (including those serving elderly and/or physically disabled households).

In addition provide HERS rating documentation as specified in the manual

X New Construction - EnergyStar Certification
The development's design meets the criteria for the EnergyStar certification.
Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide EnergyStar Certification to VHDA.

Rehabilitation -30% performance increase over existing, based on HERS Index
Or Must evidence a HERS Index of 80 or better
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to VHDA of energy performance.

Adaptive Reuse - Must evidence a HERS Index of 95 or better.
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to VHDA of energy performance.

Additional Optional Certifications

I certify that the development's plans and specifications incorporate all items for the certification as indicated below, and I am a certified verifier of said certification. In the event the plans and specifications do not include requirements to obtain the certification, then those requirements still must be met, even though the application is accepted for credits. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide Certification to VHDA.

FALSE Earthcraft Certification - The development's design meets the criteria to obtain Viridiant's EarthCraft Multifamily program Gold certification or higher

FALSE LEED Certification - The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.

FALSE National Green Building Standard (NGBS) - The development's design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification

FALSE Enterprise Green Communities - The developmen's design meets the criteria for meeting meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

\*\*\*Please Note Raters must have completed 500+ ratings in order to certify this form

Signed: [Signature]

Date: 3/12/19

Printed Name: Matt Waring

RESNET Rater

Resnet Provider Agency
Viridiant

Signature [Signature]

Provider Contact and Phone/Email Sean Evensen-Shanley (804)212-1934 / sean.evensen-shanley@viridiant.org





The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

# Basic Internet Skills

Microsoft Windows PCs

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[www.NetLiteracy.org](http://www.NetLiteracy.org)





## What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.



Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

## Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not

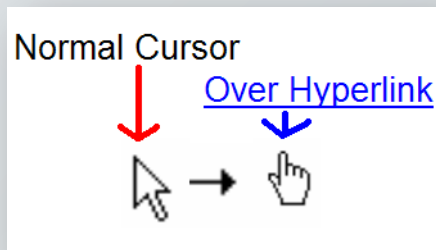


necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.

## Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and **blue**, however they can be any color and or even a picture. How

do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

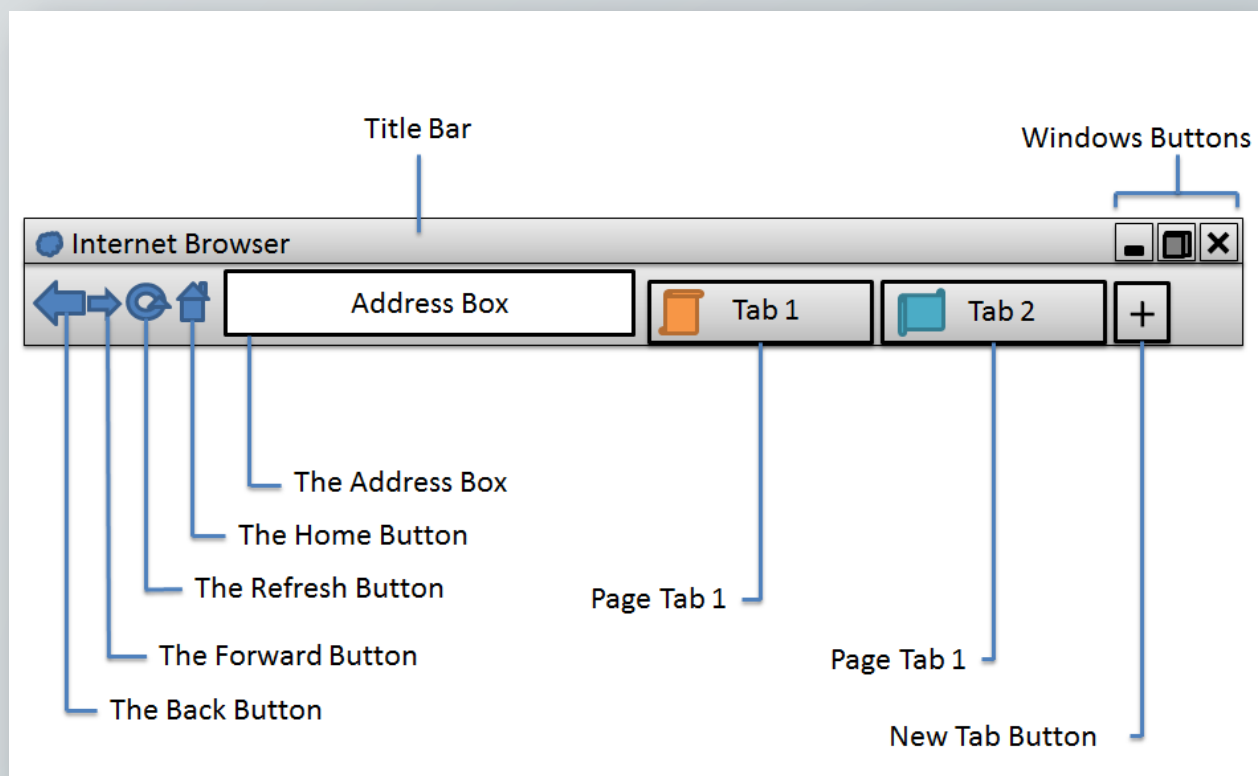
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that help organize it and will allow you to use it comfortably and easily.





## Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).



## The Buttons

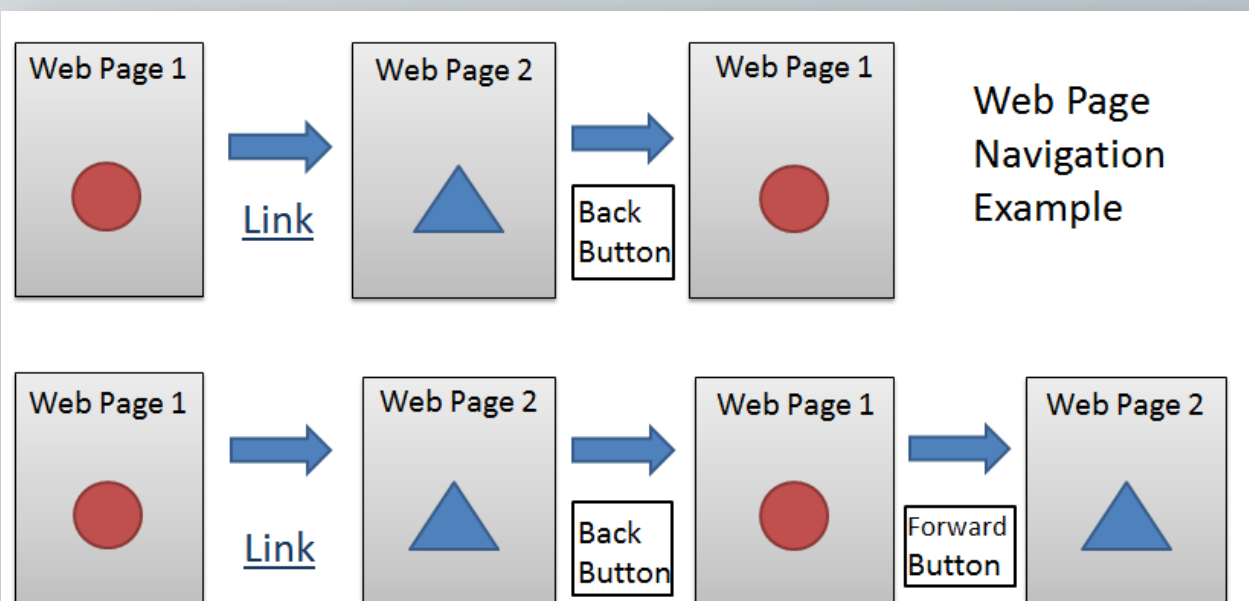
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

**The Forward Button** – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

**The Refresh Button** – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

**The Home Button** - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.

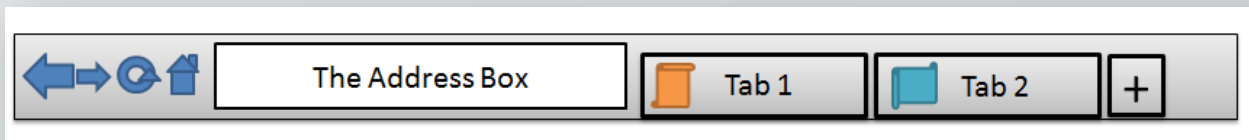






## The Address Box

**The Address Box** – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



# http://www.google.com

**Http://** - Begins most web addresses. Tells the internet browser what protocol to use.

**www**- Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

**.(dot)**- Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

**Domain name**- Example: “Google” – A series of numbers, letters or hyphens “-” that identifies the owner of the address.

**.” (dot)**- See previous Definition

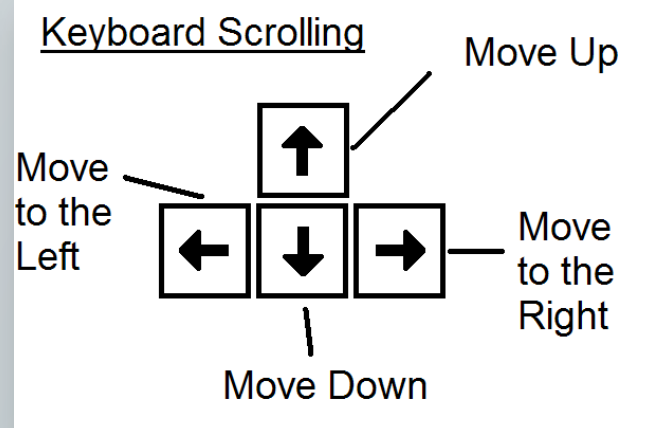
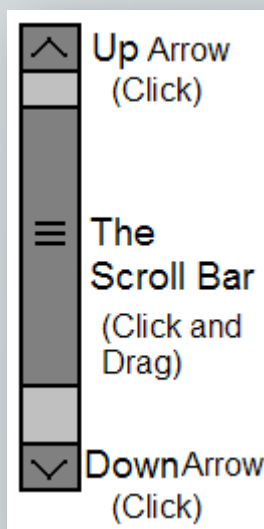
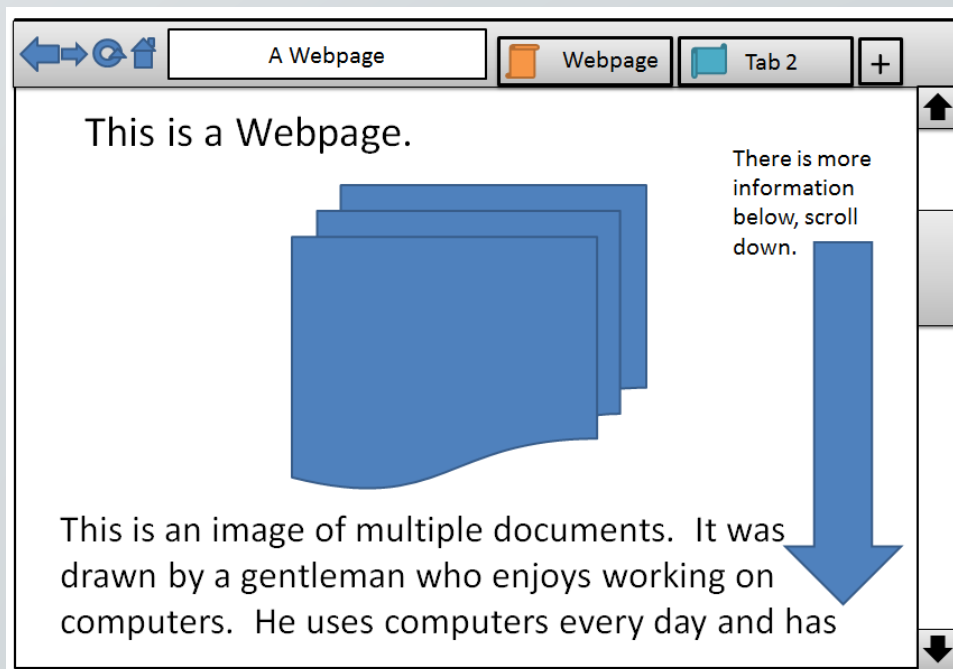
**The Domain**- At the end of a web address. Tells what type of web page you are viewing.  
 .com – Commercial  
 .org – Non-For-Profit Organization  
 .edu – Education (Colleges/Universities)  
 .net – Internet Related  
 .mil – US Military  
 .gov – US Government  
 .us – United States  
 .uk – United Kingdom

Important: Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.



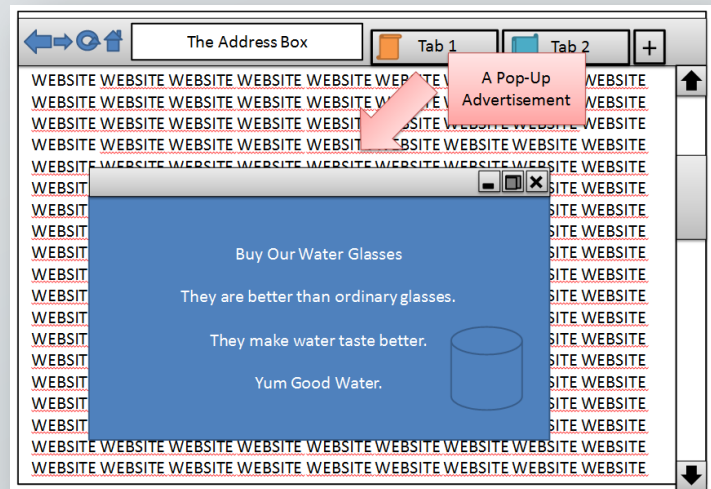
## Scrolling on Webpages

One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information you are missing. If you are tired of using the mouse to scroll up and down, try using the arrow keys.



## Pop Up Advertisements

On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**. These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.

### Searching the Internet

Because there are so many things on the Internet, it is frequently hard to locate exactly what you are looking for. Search engines such as Google ([www.google.com](http://www.google.com)) are very helpful and allow you search the Internet.

A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a





wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

### Performing a search in Google (See Next Page for Picture)

1. Go to Google by typing [www.google.com](http://www.google.com) in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.



### Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



## Internet Glossary

**Browser** – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

**Cyberspace** – The world of computer networks.

**Domain Name** – A unique name that identifies a specific computer on the Internet.

**Download** – A term for transferring software or other files from one computer to another.

**Email** – Electronic Mail – Messages sent from one specific user to another using the Internet.

**Email address** – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

**Home Page** – The first page of a Website, similar to a table of contents.

**HTML** – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

**HTTP** – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

**Hypertext** – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

**Link** – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

**Search Engine** – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

**URL** – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

**Webpage** – A hypertext document available on the World Wide Web.

**Website** – A collection of webpages.

**World Wide Web** – A collection of resources available on the Internet using a web browser.

## Internet Acceptable Use Policy (AUP)

All users of Internet services agree to and must comply with this Acceptable Use Policy (AUP). does not exercise editorial control or review over the content of any Web site, electronic mail transmission, paper printout, newsgroup, or other material created or accessible over or through the Services. However, may remove, block, filter, or restrict by any other means any materials that, in sole discretion, may be illegal, may subject to liability, or which may violate this AUP. may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or account or other actions as detailed below.

The following constitute violations of this AUP (this list is intended to be illustrative and not exhaustive; other uses may violate the AUP and remains the sole and final arbiter of acceptable usage of its Services):

- **Illegal use:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **Unsolicited commercial email/Unsolicited bulk email:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of 's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or trademark infringement:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- **Reselling the services:** Reselling the Services without 's authorization.

- **Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use Services or the Internet. This includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the users's responsibility to ensure that their system is configured, operated, and used in a manner to avoid excessive consumption of network or system resources. It is the users's responsibility to ensure that their system is configured in a secure manner. A user may not, through action or inaction, allow others to use their system for illegal or inappropriate actions. A user may not permit their system, through action or inaction, to be configured in such a way that gives a third party the capability to use their system in an illegal or inappropriate manner.
- **High Volume, Server Hosting, and non-traditional end user activities:** The Services are intended for an end user's periodic active use of email, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined by .

requests that anyone who believes that there is a violation of this AUP direct the information to the property manager.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

may take any one or more of the following actions, or other actions not listed, at 's sole discretion in response to complaints:

- Issue warnings: written or verbal
- Terminate the user's access
- Bill the user for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

reserves the right to revise, amend, or modify this AUP, and our other policies and agreements at any time and in any manner.

provides public access to the Internet. There are potentially serious security issues with any computer connected to the Internet without the appropriate protection. These security issues range from viruses, worms and other programs that can damage the user's computer to attacks on the computer by unauthorized or unwanted third parties. These parties, known commonly as "hackers" may attempt to penetrate the user's computer and download information from the user's computer. If the user has unprotected files on the computer, these files may be visible to hackers on the Internet, potentially

including parties with criminal intent. Hackers also exploit vulnerabilities in operating systems to cause malicious damage to a user's computer or even a whole company's network, up to and including the destruction or deletion of files or the re-formatting of drives. It is recommended that the user uses either a personal firewall or Virtual Private Network systems to protect this information.            advises the user that he/she should consult a security expert to determine whether there are any potential security holes in their computer's configuration.

SPECIFICALLY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED THIRD-PARTY SECURITY BREACHES OR THE RESULTS THEREOF.            PROVIDES ACCESS TO THE INTERNET AND THE NETWORK ON AN "AS IS" BASIS WITH ALL RISKS INHERENT IN SUCH ACCESS. BY CONNECTING TO THE            NETWORK, THE USER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET OR DOCUMENT PRINTING AND HEREBY RELEASES AND INDEMNIFIES            FROM ANY DAMAGES THAT MIGHT OCCUR.

Acknowledgment of Resident:

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

# Draft Internet Security Plan

## Network Security:

### 1. Purpose

This standard specifies the technical requirements that wireless infrastructure devices must satisfy to connect to a (Owner) network. Only those wireless infrastructure devices that meet the requirements specified in this standard or are granted an exception by the InfoSec Team are approved for connectivity to the Owner's network.

Network devices including, but not limited to, hubs, routers, switches, firewalls, remote access devices, modems, or wireless access points, must be installed, supported, and maintained by an Information Security (Infosec) approved support organization.

### 2. Scope

All employees, contractors, consultants, temporary and other workers at Owner and its subsidiaries/affiliates, including all personnel that maintain a wireless infrastructure device on behalf of the Owner, must comply with this standard. This standard applies to wireless devices that make a connection the network and all wireless infrastructure devices that provide wireless connectivity to the network. Infosec must approve exceptions to this standard in advance.

### 3. Standard

#### 3.1 General Requirements:

All wireless infrastructure devices that connect to the Owner's network or provide access to the Owner Confidential, Owner Highly Confidential, or Owner Restricted information must:

- Use Extensible Authentication Protocol-Fast Authentication via Secure Tunneling (EAP-FAST), Protected Extensible Authentication Protocol (PEAP), or Extensible Authentication Protocol-Translation Layer Security (EAP-TLS) as the authentication protocol.
- Use Temporal Key Integrity Protocol (TKIP) or Advanced Encryption System (AES) protocols with a minimum key length of 128 bits.
- All Bluetooth devices must use Secure Simple Pairing with encryption enabled.4.2Lab and Isolated Wireless Device Requirements
- Lab device Service Set Identifier (SSID) must be different from the Owner's production device SSID.
- Broadcast of lab device SSID must be disabled.4.3 Home Wireless Device Requirements  
All home wireless infrastructure devices that provide direct access to the Owner's network, such as those behind Enterprise Teleworker (ECT) or hardware VPN, must adhere to the following:
- Enable WiFi Protected Access Pre-shared Key (WPA-PSK), EAP-FAST, PEAP, or EAP-TLS

- When enabling WPA-PSK, configure a complex shared secret key (at least 20 characters) on the wireless client and the wireless access point
- Disable broadcast of SSID
- Change the default SSID name
- Change the default login and password

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosec Team in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## **Equipment**

### 1. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at (Owner). These rules are in place to protect the employee and Owner. Inappropriate use exposes the Owner to risks including virus attacks, compromise of network systems and services, and legal issues.

### 2. Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct the Owner's business or interact with internal networks and business systems, whether owned or leased by Owner, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at Owner and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Owner's policies and standards, and local laws and regulation. Exceptions to this policy are documented in section 5.2.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Owner including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Owner.

### 3. Policy

#### 3.1 General Use and Ownership

3.1.1 Owner proprietary information stored on electronic and computing devices whether owned or leased by Owner, the employee or a third party, remains the sole property of the Owner. You must ensure through legal or technical means that proprietary information is protected in accordance with the Data Protection Standard.

3.1.2 You have a responsibility to promptly report the theft, loss or unauthorized disclosure of Owner proprietary information.

3.1.3 You may access, use or share Owner proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.

3.1.4 Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

3.1.5 For security and network maintenance purposes, authorized individuals within Owner may monitor equipment, systems and network traffic at any time, per Infosec's Audit Policy.

3.1.6 Owner reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

#### 3.2 Security and Proprietary Information

3.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.

3.2.2 System level and user level passwords must comply with the Password Policy. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

3.2.3 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.

3.2.4 Postings by employees from an Owner email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the Owner, unless posting is in the course of business duties.



3.2.5 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.

### 3.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Owner authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Owner-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

#### 3.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Owner.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Owner or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting Owner's business, even if you have authorized access, is prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Owner computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any Owner account.

- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. 11. Port scanning or security scanning is expressly prohibited unless prior notification to Infosec is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Introducing honeypots, honeynets, or similar technology on the <Company Name> network.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Owner's employees to parties outside Owner.

### 3.3.2 Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company. Whenever employees state an affiliation to the company, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the company". Questions may be addressed to the IT Department

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Owner's networks or other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Owner or connected via Owner's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

### 3.3.3 Blogging and Social Media

1. Blogging by employees, whether using Owner's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Owner's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Owner's policy, is not detrimental to Owner's best interests, and does not interfere with an employee's regular work duties. Blogging from Owner's systems is also subject to monitoring.
2. Owner's Confidential Information policy also applies to blogging. As such, Employees are prohibited from revealing any Owner confidential or proprietary information, trade secrets or any other material covered by Owner's Confidential Information policy when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of Owner and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing when blogging or otherwise engaging in any conduct prohibited by Owner's Non-Discrimination and Anti-Harassment policy.
4. Employees may also not attribute personal statements, opinions or beliefs to Owner when engaged in blogging. If an employee is expressing his other beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of Owner's Employees assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Owner's trademarks, logos and any other Owner intellectual property may also not be used in connection with any blogging activity

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosecteam will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosecteam in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

G

Zoning Certification Letter  
(MANDATORY)



**Community Development**

101-A Mounts Bay Road  
P.O. Box 8784  
Williamsburg, VA 23187-8784  
P: 757-253-6671  
F. 757-253-6822

community.development@jamescitycountyva.gov

**jamescitycountyva.gov**

**Building Safety & Permits**  
757-253-6620

**Neighborhood Development**  
757-253-6640

**Planning**  
757-253-6685

**Zoning**  
757-253-6671

March 13, 2019

Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

**RE: Zoning Certification**

Name of Development:	Powhatan Terrace Townhomes
Name of Owner/Applicant:	Powhatan Terrace, LLC
Name of Seller /Current Owner:	JTR Properties, LLC

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credits.

**Development Description:**

1676 Jamestown Road, 1678 Jamestown Road and 180 Red Oak Landing Road  
Williamsburg VA 23185  
Parcel Nos. 4730100036; 4730100037 and 4730100039

**Legal Description:**

See attached legal description.

**Proposed Improvements:**

New Construction    36 #units;    6 #Buildings    44,079.32 Total Floor Area Sq. Ft.

**Current Zoning:**

R-2, General Residential with proffers, allowing a density of 2.18 units per acre (gross density), and the following other applicable conditions:

- (1) Development of the site shall be consistent with the approved master plan
- (2) Attached proffer conditions

**Other Descriptive Information:**

The maximum of 36 units are permitted on property.

**Local Certification:**

X The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on the property. No further zoning approval and /or special use permits are required with the exception of required site plans.

Should you need additional information, please feel free to contact me at (757) 253-6685.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christy H. Parrish".

Christy H. Parrish, CZA, CTM, CFM  
Zoning Administrator

**Attachments**

- (1) Legal Description
- (2) Master Plan Exhibit
- (3) Proffers

Schedule A  
Legal Description

PARCEL ONE

All that certain piece or parcel of land, with the buildings and improvements thereon, consisting of 10.00 acres, more or less, situate in Jamestown District, James City County, Virginia, bounded and described as follows: Beginning at an iron stake on the southerly side of the road leading from the Main and Ambler's farms to Powell's Mill crossing Route 31 to Jamestown on the dividing line between the land hereby conveyed and that of Robinson; thence in a westerly direction along said road the distance of 400 feet to another iron stake; thence said lot extends back in a southerly direction between parallel lines the distance of 1050 feet, more or less, to iron stakes marking its corners; and being a portion of a tract of land containing 140.62 acres as shown by survey and plat recorded in James City Plat Book 2, page 19, and is a portion of the same property of which T.T. Nixon died seized and possessed, intestate; the said tract having been conveyed to him and J. N. Richardson by deed from Henry O. Wright and wife, dated April 15, 1929, and recorded in James City Deed Book 24, page 531; the undivided one-half interest of the said Richardson having been conveyed to the said T. T. Nixon by deed dated June 5, 1930, and recorded in James City Deed Book 25, pages 514-5.

LESS AND EXCEPT the property conveyed unto the Commonwealth of Virginia by Deed dated September 22, 1955 from Hess N. Hart and Harry Hart, her husband, Roby J. Nixon and Helen Nixon, his wife, Dora N. Waltrip and G. K. Waltrip, her husband, and Mary B. Norman and J. D. Norman, her husband, and recorded October 24, 1955 in the Circuit Court for the City of Williamsburg and County of James City, Virginia Deed Book 56, page 38.

Being the same property conveyed to Investment Properties of Virginia, LLC, a Virginia limited liability company, by Deed dated June 6, 2006 from Hazel N. Richardson, Executrix of the Estate of Helen Nixon Norman and recorded August 31, 2006 in the Circuit Court for the City of Williamsburg and County of James City, Virginia as Instrument Number 060022203.

PARCEL TWO

All that certain lot, piece or parcel of land situate, lying and being in Jamestown District, James City County, Virginia, as shown on that certain plat entitled, "E. T. Nixon, Plat of Survey, Containing .43 Acres, Two Miles Southeast of Williamsburg, James City County, Virginia" dated February 8, 1960 made by R. B. Cartwright, Certified Land Surveyor, recorded April 1, 1960 in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City in Deed Book 74, page 100; and being more particularly described as follows: Beginning at an angle iron down a private lane leading South from State Route #31 thence South 69° 30' East 116.28 feet to an angle iron; thence South 20° 00' West 162.28 feet to an angle iron; thence North 69° 30' West 116.28 feet to an angle iron; thence North 20° 00' East 162.28 feet to an angle iron, the point of beginning.

The Grantor further grant unto the Grantee the right of ingress and egress in common with others, over and along the private lane leading from Route #31 to the property herein conveyed.

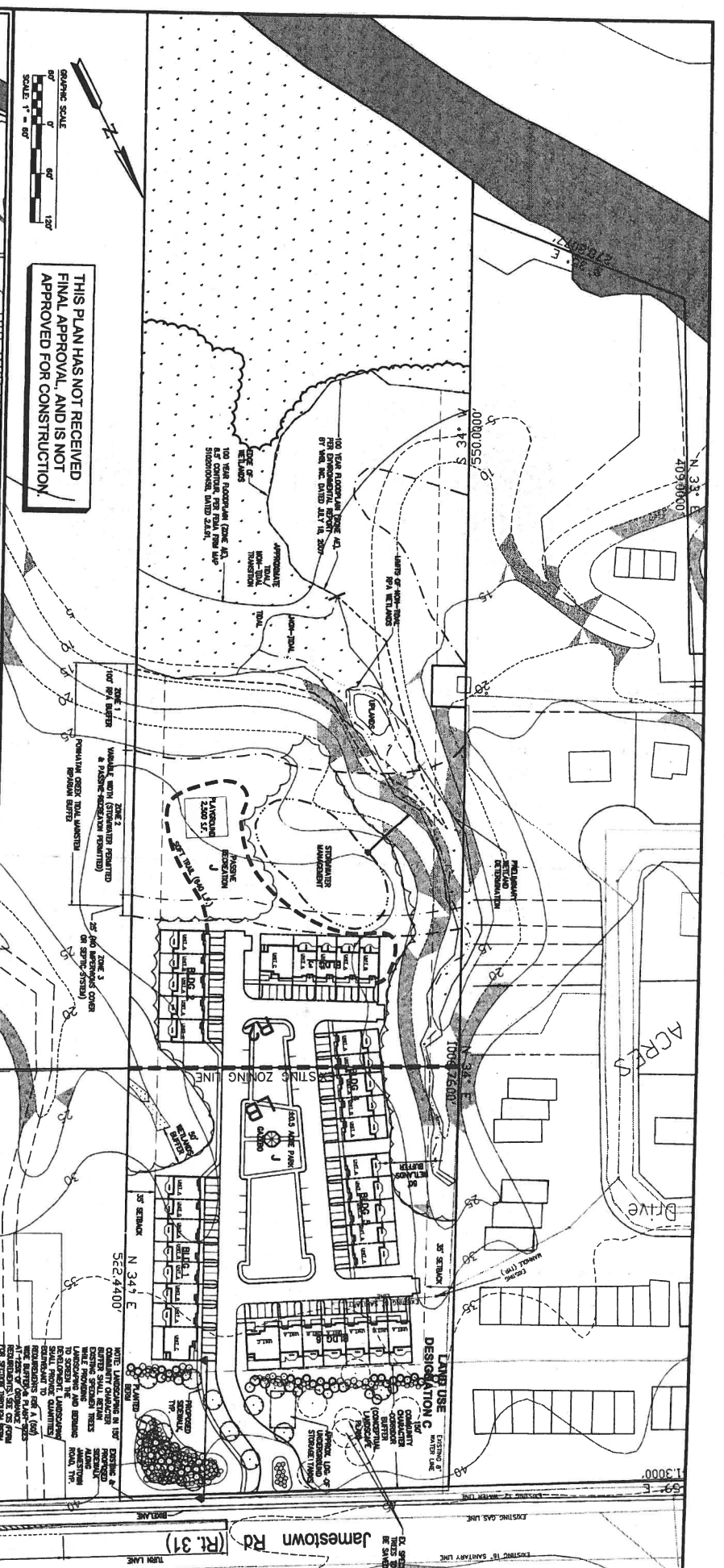
Being the same property conveyed to Investment Properties of Virginia, LLC, a Virginia limited liability company, by Deed dated May 31, 2006 from Edward T. Nixon and Mamie S. Nixon, husband and wife and recorded August 31, 2006 in the Circuit Court of the City of Williamsburg and County of James City, Virginia as Instrument Number 060022202.

### PARCEL THREE

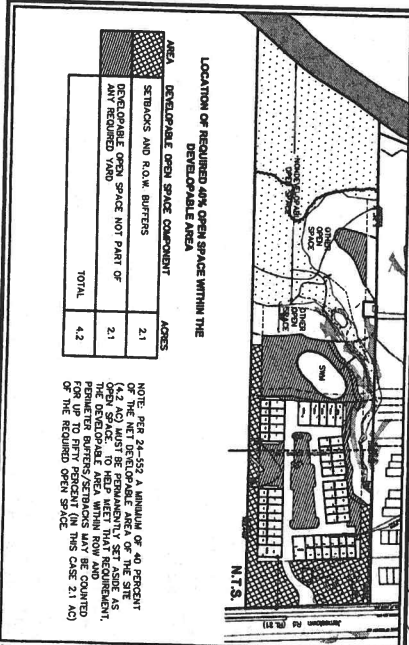
All that certain lot, piece or parcel of land, with buildings and improvements thereon, situate in Jamestown Magisterial District, James City County, Virginia, lying on the southerly side of the 10.00+/- acre parcel of Nixon, consisting of 6.082 acres, more or less, and described as follows: commencing at an iron stake 1,050 feet from the road leading from Ambler's and the Main Farm to Five Forks and Powell's Mill Road running thence a distance of 200 feet more or less in a southerly direction in a straight line to the low water mark of Powhatan Creek; thence in a westerly direction along the low water mark of Powhatan Creek as it meanders a distance of 400 feet more or less to a point; thence in a northerly direction in a straight line a distance of 200 feet more or less to an iron stake, the corner to the property hereby conveyed and other lands of Nixon, thence in an easterly direction along the line of the property hereby conveyed and other lands of Nixon a distance of 400 feet, more or less to an iron stake corner to the property hereby conveyed and other lands of Nixon, being the point of departure. Said property is bounded on the northerly side of other lands Nixon; on the southerly side of Powhatan Creek; on the easterly side by the lands of Robinson; and on the westerly side by the remaining lands of Hess N. Hart and Harry Hart, her husband, Mary B. Norman and J. D. Norman, her husband, Dorothy N. Waltrip and G. K. Waltrip, her husband. Said property is a portion of the tract of land containing 140.62 acres as shown by survey and plat recorded in James City Plat Book 2, page 19, and is a portion of the same property of which T. T. Nixon died seized and possessed intestate; the said tract having been conveyed to him and J. N. Richardson by deed from Henry O. Wright and wife, dated April 15, 1929, and recorded in James City County Deed Book 24, page 531, the undivided one-half interest of said Richardson having been conveyed to the said T. T. Nixon by deed dated June 5, 1930, and recorded in James City County Deed Book 25, page 514.

Parcel One, Parcel Two and Parcel Three being the same property known and designated as PARCELOFLANDCONTAINING 15.5 Acres±, as that shown on that certain plat entitled, PLAT OF SURVEY, PARCEL OF LAND CONTAINING 15.5 ACRES±, PROPERTY OF HELEN NIXON NORMAN ESTATE & EDWARD T. & MAMIE NIXON, prepared by AES Consulting Engineers and dated August 21, 2006, a copy of which was recorded in the aforesaid Clerk's Office on June 9, 2008 at Instrument Number 0800 14310.





THIS PLAN HAS NOT RECEIVED FINAL APPROVAL, AND IS NOT APPROVED FOR CONSTRUCTION.



LOCATION OF REQUIRED 4% OPEN SPACE WITHIN THE DEVELOPABLE AREA

AREA	DEVELOPABLE OPEN SPACE COMPONENT	ACRES
STAIRWAYS AND ROOM BUFFERS		2.1
DEVELOPABLE OPEN SPACE NOT PART OF ANY REQUIRED YARD		2.1
TOTAL		4.2

NOTE: PER 24-532 A MINIMUM OF 40 PERCENT OF THE NET DEVELOPABLE AREA OF THE SITE (4.2 ACRES) MUST BE SET ASIDE AS DEVELOPABLE OPEN SPACE TO HELP MEET THAT REQUIREMENT. FURTHER BUFFER AREA WITHIN ROOM AND STAIRWAY BUFFERS ARE REQUIRED TO BE SET ASIDE FOR UP TO FIFTY PERCENT (IN THIS CASE 2.1 AC) OF THE REQUIRED OPEN SPACE.

**SITE AREA SUMMARY**

NET DEVELOPABLE AREA CALCULATION

DESCRIBED AREA	ACRES	% OF ORIGINAL PROJECT
GROSS LAND AREA	18.5	100%
AREAS SUBTRACTED	0.4	2.4%
NET DEVELOPABLE AREA	18.1	97.6%

GROSS DENSITY CALCULATIONS

DESCRIBED AREA	ACRES	% OF NET DEVELOPABLE	% OF GROSS LAND
NON-OPEN SPACE AREAS	1.9	10.5%	10.3%
AREAS IN TOWNHOME LOTS	1.8	10.0%	9.9%
STORM WATER MANAGEMENT FACILITY	0.4	2.2%	2.2%
OPEN SPACE	3.1	17.2%	17.2%
DEVELOPABLE OPEN SPACE WITHIN REQUIRED PERIMETER BUFFERS	2.5	13.8%	13.8%
DEVELOPABLE OPEN SPACE NOT PART OF ANY REQUIRED YARD	2.6	14.4%	14.4%
DEVELOPABLE OPEN SPACE WITHIN 100' RPA BUFFER	2.2	12.2%	12.2%
NON-DEVELOPABLE OPEN SPACE	6.1	33.4%	33.4%
TOTAL OPEN SPACE	13.4	74.0%	74.0%

COMPOSITION OF DEVELOPABLE AREA

DESCRIBED AREA	ACRES	% OF NET DEVELOPABLE	% OF GROSS LAND
HOUSE AND TERRACE AREAS (EXCLUSIVE OF 100' RPA)	1.9	10.5%	10.3%
STORM WATER MANAGEMENT FACILITY	0.4	2.2%	2.2%
OPEN SPACE	3.1	17.2%	17.2%
DEVELOPABLE OPEN SPACE WITHIN REQUIRED PERIMETER BUFFERS	2.5	13.8%	13.8%
DEVELOPABLE OPEN SPACE NOT PART OF ANY REQUIRED YARD	2.6	14.4%	14.4%
DEVELOPABLE OPEN SPACE WITHIN 100' RPA BUFFER	2.2	12.2%	12.2%
NON-DEVELOPABLE OPEN SPACE	6.1	33.4%	33.4%
TOTAL OPEN SPACE	13.4	74.0%	74.0%

**LEGEND**

LANDUSE C ATTACHED STRUCTURES LESS THAN THREE STORIES AND CONTAINING MORE THAN FOUR DWELLING UNITS. LANDUSE & AREAS OF COMMON OPEN SPACE, WITH REGULATION AREAS NOTED.

WETLANDS

100-YEAR FLOODPLAIN, ZONE AE

INTERIORS CALCULATIONS

LANDUSE	AREA (AC)	% OF GROSS LAND
RESIDENTIAL	1.9	10.3%
COMMERCIAL	0.4	2.2%
OPEN SPACE	3.1	17.2%
STORM WATER MANAGEMENT FACILITY	0.4	2.2%
TOTAL	6.1	33.4%

PERCENTAGE OF DEVELOPABLE AREAS WITHIN REQUIRED PERIMETER BUFFERS

PERIMETER BUFFER	AREA (AC)	% OF NET DEVELOPABLE	% OF GROSS LAND
100' RPA BUFFER	2.2	12.2%	12.2%
STORM WATER BUFFER	0.4	2.2%	2.2%
TOTAL	2.6	14.4%	14.4%

NO.	DATE	REVISION / COMMENT / NOTE	BY	CHK
1	1/27/20	ISSUED FOR COUNTY COMMENTS	MA	JP
2	1/27/20	ISSUED FOR COUNTY COMMENTS	MA	JP
3	1/27/20	ISSUED FOR COUNTY COMMENTS	MA	JP
4	1/27/20	ISSUED FOR COUNTY COMMENTS	MA	JP
5	1/27/20	ISSUED FOR COUNTY COMMENTS	MA	JP

**CONSULTING ENGINEERS**

5848 Old Town Road, Suite 1  
 Williamsburg, Virginia 23188  
 (757) 253-0040  
 Fax: (757) 220-8994

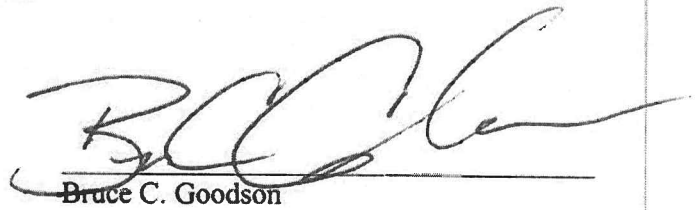
PER ZONING ORDINANCE SECTION 24-532 (1) (A) (1) & 24-534 (1) (1)-(4)  
**POWHATAN TERRACE**  
 REZONING AND SPECIAL USE PERMIT  
 FOR  
 ASSOCIATED DEVELOPERS, INC.

MULTICOUNTY DISTRICT  
 JAMES CITY COUNTY

**RESOLUTION**


**CASE NO. Z-7-07/MP-5-07/SUP-20-07. POWHATAN TERRACE**

- WHEREAS, in accordance with § 15.2-2204 of the Code of Virginia, and Section 24-15 of the James City County Zoning Ordinance, a public hearing was advertised, adjoining property owners notified, and a hearing scheduled on Zoning Case No. Z-7-07/MP-5-07/SUP-20-07, with Master Plan; and
- WHEREAS, Investment Properties of Virginia, LLC owns several parcels of property identified as Parcel Nos. (1-36), (1-37), and (1-39) on James City County Real Estate Tax Map No. (47-3) (collectively, the "Property"); and
- WHEREAS, the Property is currently zoned LB, Limited Business, and R-2, General Residential, designated Low Density Residential and Conservation Area on the 2003 Comprehensive Plan Land Use Map; and
- WHEREAS, on behalf of Associated Developers, Inc., Vernon Geddy, III, has applied to rezone the Property to R-2, General Residential, with Cluster Overlay so that the Property may be developed at a density of 2.18 dwelling units per acre; and
- WHEREAS, on October 3, 2007, the Planning Commission made a motion for approval, which resulted in a 3-3 vote and then recommended to send the application to the Board of Supervisors with no recommendation by a vote of 6-0.
- NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve Case No. Z-7-07/MP-5-07/SUP-20-07 as described herein and accept the voluntary proffers.



Bruce C. Goodson  
Chairman, Board of Supervisors

ATTEST:

  
Sanford B. Wanner  
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
ICENHOUR	NAY
MCGLENNON	AYE
JONES	AYE
KENNEDY	AYE
GOODSON	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of March, 2008.

Parcel Nos: 4730100036, 4730100037, 4730100039

Prepared by:  
Andrew M. Franck (VSB #48293)  
Geddy, Harris, Franck & Hickman, LLP  
1177 Jamestown Road  
Williamsburg, Virginia 23185

Return to:  
James City County Attorney  
101-C Mounts Bay Road  
Williamsburg, Virginia 23185

## SECOND AMENDMENT TO PROFFERS

THIS SECOND AMENDMENT TO PROFFERS is made this 23<sup>rd</sup> day of January, 2019 by JTR PROPERTIES LLC, a Virginia limited liability company (together with its successors and assigns, the "Owner"), to be indexed as "Grantor." JAMES CITY COUNTY, a political subdivision of the Commonwealth of Virginia, to be indexed as "Grantee."

### RECITALS

A. Owner is the owner of three contiguous tracts or parcels of land located in James City County, Virginia (the "Property"), now zoned R2 - General Residential, and subject to Proffers dated February 13, 2008, which Proffers are recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City as Instrument No. 080020381, as amended by First Amendment to Proffers dated November 28, 2017 recorded in the aforementioned Clerk's Office as Instrument No. 180002012 (the "Existing Proffers"). The Property is more particularly described in the Existing Proffers.

B. Owner desires to amend Condition 19 of the Existing Proffers as set forth below. All capitalized terms used herein not otherwise defined shall have the definition set forth in the Existing Proffers.

AMENDMENTS TO CONDITIONS

1. Condition 19 (Price Restricted Units) of the Existing Proffers is hereby amended to read in its entirety as follows:

**“19. Price Restricted Units.** A minimum of eight of the units shall be reserved and offered for rent for a period of at least thirty years following issuance of a Certificate of Occupancy at a rental rate targeted to households at or below sixty percent (60%) of the Area Median Income (AMI). Rent limits shall meet IRS Section 42 Low-Income Housing Tax Credit (LIHTC) Affordable Housing Program (“Program”) guidelines for that year, and rental rates shall be adjusted annually according to Program requirements. Rental rates shall be reported to the Director of Planning annually during the thirty-year period.”

2. Except as specifically amended herein, the Existing Proffers remain unchanged and in full force and effect.

WITNESS the following signature and seal.

JTR PROPERTIES LLC

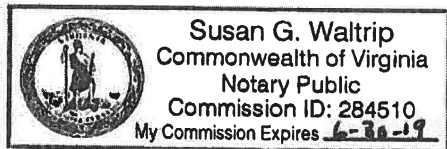
By: *Sterling M. Nichols* (SEAL)  
Sterling M. Nichols, owner

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Williamsburg, to-wit:

The foregoing instrument was acknowledged this 11<sup>th</sup> day of <sup>March</sup>~~January~~, 2019, by Sterling M. Nichols as owner of JTR Properties LLC.

*Susan G. Waltrip*  
NOTARY PUBLIC

My commission expires: 06/30/2019



Parcel Nos: 4730100036, 4730100037, 4730100039

Prepared by:  
Andrew M. Franck (VSB #48293)  
Geddy, Harris, Franck & Hickman, LLP  
1177 Jamestown Road  
Williamsburg, Virginia 23185

Return to:  
James City County Attorney  
101-C Mounts Bay Road  
Williamsburg, Virginia 23185

### FIRST AMENDMENT TO PROFFERS

THIS FIRST AMENDMENT TO PROFFERS is made this 28th day of November, 2017 by JTR PROPERTIES LLC, a Virginia limited liability company (together with its successors and assigns, the "Owner"), to be indexed as "Grantor." JAMES CITY COUNTY, a political subdivision of the Commonwealth of Virginia, to be indexed as "Grantee."

### RECITALS

A. Owner is the owner of three contiguous tracts or parcels of land located in James City County, Virginia (the "Property"), now zoned R2 - General Residential, and subject to Proffers dated February 13, 2008, which Proffers are recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City as Instrument No. 080020381 (the "Existing Proffers"). The Property is more particularly described in the Existing Proffers.

B. Owner desires to amend Condition 1 of the Existing Proffers as set forth below. All capitalized terms used herein not otherwise defined shall have the definition set forth in the Existing Proffers.

### AMENDMENTS TO CONDITIONS

1. The last sentence of Condition 1 (Master Plan) of the Existing Proffers is hereby amended to read as follows: "All residential dwelling units on the Property shall be offered for sale or rental by the developer thereof."

2. Except as specifically amended herein, the Existing Proffers remain unchanged and in full force and effect.

WITNESS the following signature and seal.

JTR PROPERTIES LLC

By: Sterling M. Nichols (SEAL)

Title: owner



COMMONWEALTH OF VIRGINIA

(CITY) COUNTY OF Williamsburg, to-wit:

The foregoing instrument was acknowledged this 28<sup>th</sup> day of November, 2017, by Sterling M. Nichols as owner of JTR Properties LLC.

Trittie Mountcastle  
NOTARY PUBLIC

My commission expires: 1/31/19  
Registration No.: 7639488

INSTRUMENT 180002012  
RECORDED IN THE CLERK'S OFFICE OF  
WMSBG/JAMES CITY CIRCUIT ON  
January 25, 2018 AT 10:21 AM  
MONA A. FOLEY, CLERK  
RECORDED BY: JLZ

**080 020381****PROFFERS**

**THESE PROFFERS are made this 13th day of February, 2008 by INVESTMENT PROPERTIES OF VIRGINIA, LLC (together with its successors and assigns, the "Owner") and ASSOCIATED DEVELOPERS, INC., a Virginia corporation ("Buyer").**

**RECITALS**

**A. Owner is the owner of three contiguous tracts or parcels of land located in James City County, Virginia, one with an address of 1676 Jamestown Road, Williamsburg, Virginia and being Tax Parcel 4730100036, the second with an address of 1678 Jamestown Road, Williamsburg, Virginia and being Tax Parcel 4730100037, and the third with an address of 180 Red Oak Landing Road, Williamsburg, Virginia and being Tax Parcel 4730100039, being more particularly described on Exhibit A attached hereto (together, the "Property"). A portion of the Property is now zoned L-B and a portion is now zoned R-2.**

**B. Buyer has contracted to purchase the Property conditioned upon the rezoning of the Property.**

**C. Owner and Buyer have applied to rezone the Property from L-B and R-2 to R-2, with proffers, and for a Special Use Permit to permit a residential cluster development of up to 36 townhouse units.**

**D. Buyer has submitted to the County a master plan entitled "Master Plan for Rezoning of Powhatan Terrace" prepared by AES Consulting Engineers dated June 1, 2007 (the "Master Plan") for the Property in accordance with the County Zoning Ordinance.**

**E. Owner and Buyer desire to offer to the County certain conditions on the development of the Property not generally applicable to land zoned R-2.**

✓ 15

NOW, THEREFORE, for and in consideration of the approval of the requested rezoning, and pursuant to Section 15.2-2298 of the Code of Virginia, 1950, as amended, and the County Zoning Ordinance, Owner agrees that it shall meet and comply with all of the following conditions in developing the Property. If the requested rezoning is not granted by the County, these Proffers shall be null and void.

CONDITION

1. **Master Plan.** The Property shall be developed generally as shown on the Master Plan, with only minor changes thereto that the Development Review Committee determines do not change the basic concept or character of the development. There shall be no more than 36 residential townhouse dwelling units on the Property. All residential dwelling units on the Property shall be offered for sale by the developer thereof.

2. **Owners Association.** There shall be organized an owner's association (the "Association") in accordance with Virginia law in which all unit owners in the Property, by virtue of their property ownership, shall be members. The articles of incorporation, bylaws and restrictive covenants (together, the "Governing Documents") creating and governing the Association shall be submitted to and reviewed by the County Attorney for consistency with this Proffer. The Governing Documents shall require that the Association adopt an annual maintenance budget, which shall include a reserve for maintenance of stormwater management BMPs, recreation areas, private roads and parking areas, shall require each initial purchaser of a unit to make a capital contribution to the Association for reserves in an amount equal to one-sixth of the annual general assessment applicable to the unit (but no less than \$100.00) and shall require that the association (i) assess all members for the maintenance of all properties owned or



maintained by the association and (ii) file liens on members' properties for non-payment of such assessments. The Governing Documents shall grant the Association the power to file liens on members' properties for the cost of remedying violations of, or otherwise enforcing, the Governing Documents.

**3. Water Conservation.** (a) Water conservation standards shall be submitted to the James City Service Authority ("JCSA") as a part of the site plan or subdivision submittal for development on the Property and Owner and/or the Association shall be responsible for enforcing these standards. The standards shall address such water conservation measures as limitations on the installation and use of irrigation systems and irrigation wells, the use of approved landscaping materials and the use of water conserving fixtures and appliances to promote water conservation and minimize the use of public water resources. The standards shall be approved by JCSA prior to final subdivision or site plan approval.

(b) If the Owner desires to have outdoor watering it shall provide water for irrigation utilizing surface water collection from the surface water pond that is shown on the Master Plan or from rain barrels and shall not use JCSA water for irrigation purposes. This requirement prohibiting the use of well water may be waived or modified by the General Manager of JCSA if the Owner demonstrates to the JCSA General Manager that there is insufficient water for irrigation in the surface water impoundments, and the Owner may apply for a waiver for a shallow (less than 100 feet) well to supplement the surface water impoundment.

**4. Cash Contributions for Community Impacts.** For each dwelling unit on the Property the one time cash contributions set forth in this Section 4 shall be made.

(a) A contribution of \$844.00 for each dwelling unit on the Property shall be made to the James City Service Authority ("JCSA") in order to mitigate impacts on the County from the

physical development and operation of the Property. The JCSA may use these funds for development of alternative water sources or any project related to improvements to the JCSA water system, the need for which is generated by the physical development and operation of the Property.

(b) A contribution of \$4,870.00 for each dwelling unit on the Property shall be made to the County in order to mitigate impacts on the County from the physical development and operation of the Property. The County may use these funds solely for school use.

(c) A contribution of \$1,000.00 for each dwelling unit on the Property shall be made to the County in order to mitigate impacts on the County from the physical development and operation of the Property. The County may use these funds for any project in the County's capital improvement plan, the need for which is generated by the physical development and operation of the Property, including, without limitation, for emergency services equipment replacement and supply, off-site road improvements, library uses, and public use sites.

(d) A contribution of \$300.00 for each dwelling unit on the Property shall be made to the County for off-site stream restoration in the Powhatan Creek watershed..

(e) The contributions described above, unless otherwise specified, shall be payable for each dwelling unit on the Property at or prior to the final approval of the site plan or subdivision plat for such unit. In the event dwelling units, such as townhouse units, require both a site plan and subdivision plat, the contributions described above shall be payable for each such dwelling unit shall be paid at the time of final subdivision plat approval.

(f) The per unit contribution(s) paid pursuant to this Section shall be adjusted annually beginning January 1, 2009 to reflect any increase or decrease for the preceding year in the

Marshall and Swift Building Costs Index (the "Index"). In no event shall the per unit contribution be adjusted to a sum less than the amounts set forth in paragraphs (a) and (b) of this Section. The adjustment shall be made by multiplying the per unit contribution for the preceding year by a fraction, the numerator of which shall be the Index as of December 1 in the year preceding the calendar year most currently expired, and the denominator of which shall be the Index as of December 1 in the preceding year. In the event a substantial change is made in the method of establishing the Index, then the per unit contribution shall be adjusted based upon the figure that would have resulted had no change occurred in the manner of computing the Index. In the event that the Index is not available, a reliable government or other independent publication evaluating information heretofore used in determining the Index (approved in advance by the County Manager of Financial Management Services) shall be relied upon in establishing an inflationary factor for purposes of increasing the per unit contribution to approximate the rate of annual inflation in the County.

**5. Jamestown Road Buffer.** There shall be a minimum 150 foot buffer along the Jamestown Road frontage of the Property generally as shown on the Master Plan. The buffer shall be exclusive of any lots or units. The entrance as shown generally on the Master Plan, landscaping and berms, the trails, sidewalks and bike lanes as shown generally on the Master Plan, and with the approval of the Development Review Committee, utilities, lighting, entrance features and signs shall be permitted in the buffer. Dead, diseased and dying trees or shrubbery, and invasive or poisonous plants may be removed from the buffer area. A combination of preservation of existing trees, enhanced landscaping (defined as 125% of County Zoning Ordinance ("Ordinance") plant size requirements) and berms shall be provided within the buffer in accordance with a landscaping plan approved by the Director of Planning which shall, when

the landscaping has reached maturity, screen the adjacent units from the direct view of vehicles traveling on Jamestown Road. The perimeter buffers between the sides/back of buildings and the adjacent properties shall contain enhanced landscaping (defined as 125% of Ordinance size requirements) in accordance with a landscaping plan approved by the Director of Planning. The buffers shall be planted or the planting bonded in an amount and form approved by the County Attorney prior to the County being obligated to issue building permits for dwelling units located on the Property.

**6. Entrances/Turn Lanes.** There shall be one entrance into the Property to and from Jamestown Road as generally shown on the Master Plan. A northbound left turn lane with a taper and transition and an southbound right turn taper on Jamestown Road shall be constructed at the entrance to the Property. The turn lane and tapers proffered hereby shall be constructed in accordance with Virginia Department of Transportation standards and shall be completed prior to the issuance of the first certificate of occupancy.

**7. Recreation.** Owner shall provide the park, playground and passive recreational area shown on the Master Plan before the County is obligated to grant certificates of occupancy for more than 18 dwelling units on the Property. Owner shall install a mulch trail generally in the location shown on the Master Plan with the design and exact location of the mulch trails subject to the approval of the Director of Planning. The exact locations of the facilities proffered hereby and the equipment to be provided at such facilities shall be subject to the approval of the Director of Planning.

**8. Private Drives.** All entrance roads, interior roads, driveways, lanes or drive aisles connecting the parking areas on the Property shall be private and shall be constructed in

accordance with applicable County private street standards. Private roads shall be maintained by the Association. Owner shall deposit into a maintenance reserve fund to be managed by the Association an amount equal to one hundred and fifty percent (150%) of the amount of the maintenance fee that would be required for a public street of the same length as established by VDOT - Subdivision Street Requirements. The County shall be provided evidence of the deposit of such maintenance fee at the time of final site plan or subdivision plat approval by the County for the particular phase or section which includes the relevant private street.

**9. Environmental Protections.** (a) Owner shall submit to the County a stormwater management plan for the Property consistent with the Conceptual Stormwater Management Plan prepared by AES Consulting Engineers dated June 1, 2007 ("Stormwater Plan") and included in the Master Plan set submitted herewith and on file with the County, including facilities and measures necessary to meet the County's 10 point stormwater management system requirements and the special stormwater criteria applicable in the Powhatan Creek watershed ("SSC") and, in addition, including features and measures over and above those necessary to meet the 10 point and SSC requirements, which shall include, without limitation, bio-retention basins, provision of as-built drawings for the entire stormwater system, enhanced slope stabilization on all cut and fill slope, enhanced outlet protection on BMP outfall, porous pavement, rain barrels and dry swales subject to the criteria and conditions set forth on the Stormwater Plan. The stormwater plan shall be approved by the Environmental Director or his designee prior to the submission of any development plans for the Property. The stormwater management plan may be revised and/or updated during the development of the Property based on on-site conditions discovered in the field with the prior written approval of the Environmental Director or his designee. The

approved stormwater management plan, as revised and/or updated, shall be implemented in all development plans for the Property.

(b) The owner of the Property shall cause a survey to be conducted of the Property for rare, threatened and endangered species prior to any land disturbing activity on the Property. The location of any rare, threatened and endangered species located on the Property shall be shown on all subdivision or other development plans of the Property. Before any land disturbing activity is allowed in the vicinity of any rare, threatened and endangered species identified, if any, on the Property, a conservation plan shall be prepared by the owner of the Property in accordance with state and federal laws applicable to the Property at the time of development of the conservation plan and said conservation plan shall be submitted for information purposes to the Director of Planning and shall be incorporated into the development plans for the Property and implemented in the development of the Property.

10. **Archaeology.** A Phase I Archaeological Study for the Property shall be submitted to the Director of Planning for his review and approval prior to land disturbance. A treatment plan shall be submitted to, and approved by, the Director of Planning for all sites in the Phase I study that are recommended for a Phase II evaluation, and/or identified as being eligible for inclusion on the National Register of Historic Places. If a Phase II study is undertaken, such a study shall be approved by the Director of Planning and a treatment plan for said sites shall be submitted to, and approved by, the Director of Planning for sites that are determined to be eligible for inclusion on the National Register of Historic Places and/or those sites that require a Phase III study. If in the Phase II study, a site is determined eligible for nomination to the National Register of Historic Places and said site is to be preserved in place, the treatment plan

shall include nomination of the site to the National Register of Historic Places. If a Phase III study is undertaken for said sites, such studies shall be approved by the Director of Planning prior to land disturbance within the study area. All Phase I, Phase II and Phase III studies shall meet the Virginia Department of Historic Resources' Guidelines for Preparing Archaeological Resource Management Reports and the Secretary of the Interior's Standard and Guidelines for Archaeological Documentation, as applicable, and shall be conducted under the supervision of a qualified archaeologist who meets the qualifications set forth in the Secretary of the Interior's Professional Qualification Standards. All approved treatment plans shall be incorporated into the plan of development for the site and shall be adhered to during the clearing, grading and construction activities thereon.

11. **Architectural Review.** Prior to the County being obligated to grant final development plan approval for any of the buildings shown on any development plan for any portion of the Property, there shall be prepared and submitted to the Director of Planning for approval architectural and landscaping plans, including architectural elevations, for the Director of Planning to review and approve for general consistency with the architectural styles depicted in the architectural renderings prepared by Guernsey Tingle Architects submitted with the rezoning application. The Director of Planning shall review and either approve or provide written comments setting forth changes necessary to obtain approval within 45 days of the date of submission of the plans in question. Final plans and completed buildings shall be consistent with the approved conceptual plans as determined by the Director of Planning.

12. **Preservation of Specimen Trees.** Owner shall submit a tree survey of the Property with the site plan for development of the Property and shall use its best efforts to preserve trees within the Jamestown Road buffer identified on the survey as specimen trees to be preserved. If

any of the specimen trees die prior to issuance of certificates of occupancy for all units on the Property, the dead tree shall be replaced with a new tree with at least a two and one-half inch caliper.

**13. Green Building; EarthCraft House Certification.** Each residential unit shall be certified under the EarthCraft House Virginia certification process and a copy of the certification shall be provided to the Director of Planning.

**14. Streetscape Guidelines.** The Owner shall provide and install streetscape improvements in accordance with the applicable provisions of the County's Streetscape Guidelines policy. The streetscape improvements shall be shown on development plans for that portion of the Property and submitted to the Director of Planning for approval during the site plan approval process. Streetscape improvements shall be either (i) installed within six months of the issuance of any certificate of occupancy for any residential units in adjacent structures or (ii) bonded in form and amount satisfactory to the County Attorney prior to the issuance of any certificate of occupancy for any residential units in adjacent structures.

**15. Nutrient Management Plan.** The Association shall be responsible for contacting an agent of the Virginia Cooperative Extension Office ("VCEO") or, if a VCEO agent is unavailable, a soil scientist licensed in the Commonwealth of Virginia, an agent of the Soil and Water Conservation District or other qualified professional to conduct soil tests and to develop, based upon the results of the soil tests, customized nutrient management plans (the "Plans") for all common areas within the Property and each individual lot shown on each subdivision plat of the Property. The Plans shall be submitted to the County's Environmental Director for his review and approval prior to the issuance of the building permits for more than 50% of the units



shown on the subdivision plat. Upon approval, the Owner so long as it controls the Association and thereafter the Association shall be responsible for ensuring that any nutrients applied to common areas which are controlled by the Association be applied in strict accordance with the Plan. The Owner shall provide a copy of the individual Plan for each lot to the initial purchaser thereof. Within 12 months after issuance of the Certificate of Occupancy for the final dwelling unit on the Property and every three years thereafter, a turf management information seminar shall be conducted on the site. The seminar shall be designed to acquaint residents with the tools, methods, and procedures necessary to maintain healthy turf and landscape plants.

16. **Sidewalks.** There shall be sidewalks five feet in width installed along one side of all streets within the Property generally as shown on the Master Plan. Owner shall install a sidewalk along the Jamestown Road frontage of the Property.

17. **Underground Storage Tanks.** The existing underground storage tanks on the Property shall be removed in accordance with applicable laws, regulations and ordinances prior to the issuance of any building permit for structures on the Property.

18. **Curb and Gutter.** Streets within the Property shall be constructed with curb and gutter provided, however, that this requirement may be waived or modified along those segments of street, including entrance roads, where structures are not planned.

19. **Price Restricted Units.** A minimum of three of the units shall be reserved and offered for sale at a sales price to buyer at or below \$195,000 subject to adjustment as set forth herein ("Restricted Units"). The maximum price set forth herein shall be adjusted annually, or January 1st of each year, by increasing such prices by the cumulative rate of inflation as measured by the Index annual average change for the period from January 1, 2009 until January 1 of the year in question. The Director of Planning shall be provided with a copy of the

settlement statement for each sale of a Restricted Unit. The Governing Documents shall include a provision, approved by the County Attorney, providing that the Restricted Units must be occupied by the owner thereof or a family member of the owner. Short term rentals of these Restricted Unit by the owner thereof shall be permitted if the owner dies or is transferred out of the area and in similar situations.

WITNESS the following signature.

INVESTMENT PROPERTIES OF VIRGINIA, LLC

By: 

Title: MANAGER

STATE OF VIRGINIA AT LARGE  
CITY/COUNTY OF Williamsburg, to-wit:

The foregoing instrument was acknowledged this 17<sup>th</sup> day of March, 2008, by Michael C. Brown as manager of Investment Properties of Virginia, LLC.

  
NOTARY PUBLIC

My commission expires: 06/30/2011  
Registration No.: 284510



ASSOCIATED DEVELOPERS, INC.

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

Title: president

STATE OF VIRGINIA AT LARGE  
CITY/COUNTY OF Williamsburg, to-wit:

The foregoing instrument was acknowledged this 14<sup>th</sup> day of  
March, 2008, by Henry Stephens President of Associated  
Developers, Inc.

Janice M. Thompson  
NOTARY PUBLIC

My commission expires: 2-28-2011  
Registration No.: 183223



## EXHIBIT A

### PARCEL ONE

All that certain piece or parcel of land, with the buildings and improvements thereon, consisting of 10.00 acres, more or less, situate in Jamestown District, James City County, Virginia, bounded and described as follows: Beginning at an iron stake on the southerly side of the road leading from the Main and Ambler's Farms to Powell's Mill crossing Route 31 to Jamestown on the dividing line between the land hereby conveyed and that of Robinson; thence in a westerly direction along said road the distance of 400 feet to another iron stake; thence said lot extends back in a southerly direction between parallel lines the distance of 1050 feet, more or less, to iron stakes marking its corners; and being a portion of a tract of land containing 140.62 acres as shown by survey and plat recorded in James City Plat Book 2, page 19, and is a portion of the same property of which T. T. Nixon died seized and possessed, intestate; the said tract having been conveyed to him by J. N. Richardson by deed from Henry O. Wright and wife, dated April 15, 1929, and recorded in James City Deed Book 24, page 531; the undivided one-half interest of the said Richardson having been conveyed to the said T. T. Nixon by deed dated June 5, 1930, and recorded in James City Deed Book 25, pages 514-5.

### PARCEL TWO

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate in Jamestown Magisterial District, James City County, Virginia, lying on the southerly side of the 10.00+/- acre parcel of Nixon, consisting of 6.082 acres, more or less, and described as follows: commencing at an iron stake 1,050 feet from the road leading from Ambler's and the Main Farm to Five Forks and Powell's Mill Road running thence a distance of 200 feet more or less in a southerly direction in a straight line to the low water mark of Powhatan Creek; thence in a westerly direction along the low water mark of Powhatan Creek as it meanders a distance of 400 feet more or less to a point; thence in a northerly direction in a straight line a distance of 200 feet more or less to an iron stake, the corner to the property hereby conveyed and other lands of Nixon; thence in an easterly direction along the line of the property hereby conveyed and other lands of Nixon a distance of 400 feet, more or less, to an iron stake corner to the property hereby conveyed and other lands of Nixon, being the point of departure. Said property is bounded on the northerly side of other lands of Nixon; on the southerly side by Powhatan Creek; on the easterly side by the lands of Robinson; and on the westerly side by the remaining lands of Hess N. Hart and Harry Hart, her husband, Mary B. Norman and J. D. Norman, her husband, Dorothy N. Waltrip and G. K. Waltrip, her husband. Said property is a portion of the track of land containing 140.62 acres as shown by survey and plat recorded in James City Plat Book 2, page 19, and is a portion of the same property of which T. T. Nixon died seized and possessed intestate; the said tract having been conveyed to him and J. N. Richardson by deed from Henry O. Wright and wife, dated April 15, 1929, and recorded in James City County Deed Book 24, page 531, the undivided one-half interest of said Richardson having been conveyed to the said T. T. Nixon by deed dated June 5, 1930, and recorded in James City County Deed Book 25, page 514.

PARCEL THREE

ALL that certain lot, piece or parcel of land situate, lying and being in Jamestown District, James City County, Virginia, as shown on that certain plat entitled, "E. T. Nixon, Plat of Survey, Containing .43 Acres, Two Miles Southeast of Williamsburg, James City County, Virginia" dated February 8, 1960 made by R. B. Cartwright, Certified Land Surveyor, and recorded April 1, 1960 in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City in Deed Book 74, page 100; and being more particularly described as follows: Beginning at an angle iron down a private lane leading South from State Route #31; thence South 69° 30' East 116.28 feet to an angle iron; thence South 20° 00' West 162.28 feet to an angle iron; thence North 69° 30' West 116.28 feet to an angle iron; thence North 20° 00' East 162.28 feet to an angle iron, the point of beginning.

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 13 Dec 68  
at 2:53 AM. The taxes imposed by Virginia Code  
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.  
STATE TAX LOCAL TAX ADDITIONAL TAX

TESTE: BETSY B. WOOLRIDGE, CLERK

BY: Betsy B. Woolridge Clerk

H

Attorney's Opinion  
(MANDATORY)

**GEDDY, HARRIS, FRANCK & HICKMAN, L.L.P.**

ATTORNEYS AT LAW

1177 JAMESTOWN ROAD

WILLIAMSBURG, VIRGINIA 23185

TELEPHONE: (757) 220-6500

FAX: (757) 229-5342

MAILING ADDRESS:

POST OFFICE BOX 379

WILLIAMSBURG, VIRGINIA 23187-0379

VERNON M. GEDDY, JR. (1926-2005)

STEPHEN D. HARRIS

SHELDON M. FRANCK

VERNON M. GEDDY, III

SUSANNA B. HICKMAN

ANDREW M. FRANCK

SHERRI L. NELSON

JACOB R. LAMBERT

March 14, 2019

TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220-6500

RE: 2019 Tax Credit Reservation Request

Name of Development: Powhatan Terrace Townhomes  
Name of Owner: Powhatan Terrace, LLC

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 14, 2019 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information Section in the Application form.

4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

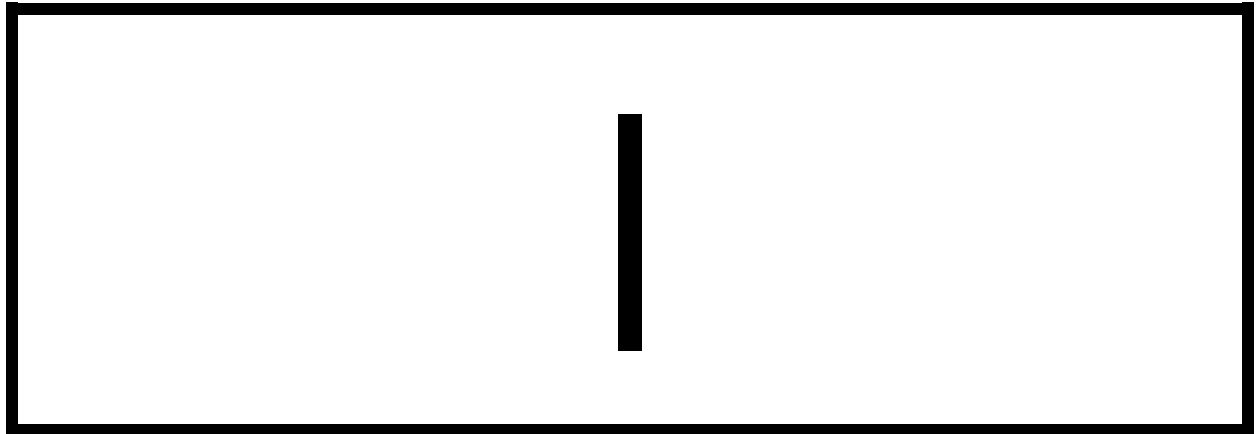
**This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U. S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.**

GEDDY, HARRIS, FRANCK & HICKMAN, LLP

By: 

Andrew M. Franck, Partner





# Nonprofit Questionnaire

(MANDATORY for points or pool)



## Non-profit Questionnaire

Part II, 13VAC10-180-60, of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended (the "Code") establishes certain requirements for receiving credits from the non-profit pool established under the Plan and assigning points for participation of a non-profit organization in the development of qualified low-income housing.

Answers to the following questions will be used by the Authority in its evaluation of whether or not an applicant meets such requirements. Attach additional sheets as necessary to complete each question.

### 1. General Information

- a. Name of development: Powhatan Terrace
- b. Name of owner/applicant: Powhatan Terrace, LLC
- c. Name of non-profit entity: Housing Partnerships, Inc.
- d. Address of principal place of business of non-profit entity:  
115 Palace Lane; Williamsburg VA 23185
- Indicate funding sources and amount used to pay for office space:  
Housing Partnerships currently has a mortgage on its office space.
- e. Tax exempt status:       501(c)(3)       501(c)(4)       501(a)
- f. Date of legal formation of non-profit (must be prior to application deadline); \_\_\_\_\_  
evidenced by the following documentation: \_\_\_\_\_  
December 16, 1985
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application  
deadline and copy must be attached): \_\_\_\_\_  
October 7, 1987
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles  
of incorporation):  
HPI's purpose and operations are for charitable and educational purposes including the provision for repairing  
and/or replacing substandard housing to quality affordable housing in James City County, The City of Wburg  
and York County, VA. These operations serve low income individuals throughout the service area.
- i. Expected life (in years) of non-profit:  
100 years

## Non-profit Questionnaire, cont'd

j. Explain the anticipated future activities of the non-profit over the next five years:  
HPI will continue to serve our mission in repairing or replace substandard housing in the City of Wburg, James City County, and York County. Additionally, we will work in developing affordable housing opportunities to serve low income residents in our service area

k. How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?  
1 How many part time, paid staff members? 4

Describe the duties of all staff members:

See attached

l. Does the non-profit share staff with any other entity besides a related non-profit described above?

Yes  No If yes, explain in detail:

m. How many volunteers does the non-profit and, if applicable, any related non-profit have?

Volunteers work on a weekly bases 10-15 each giving 8 hours, three times a week all year round.

Summer months HPI averages 20-40 volunteers giving 4 hours a day, one time a week.

n. What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development

HPI receives funding from various local foundations, local government support to include James City County and York County. Additionally, funds are generated through fundraiser's, private, and corporate donors

o. List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:

See attached

## 2. Non-profit Formation

a. Explain in detail the genesis of the formation of the non-profit:

To repair or replace substandard housing in the County of James City, City of Williamsburg and County of York in the Commonwealth of Virginia

## Non-profit Questionnaire, cont'd

- b. Is the non-profit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?

Yes  No If yes, explain in detail:

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- c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the non-profit?

Yes  No If yes, explain:

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- d. Does any for-profit organization or local housing authority have the right to make such appointments?

Yes  No If yes, explain:

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- e. Does any for profit organization or local housing authority have any other affiliation with the non-profit or have any other relationship with the non-profit in which it exercises or has the right to exercise any other type of control?

Yes  No, If yes, explain:

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- f. Was the non-profit formed by any individual(s) or for profit entity for the principal purpose of being included in the non-profit Pool or receiving points for non-profit participation under the Plan?

Yes  No

- g. Explain in detail the past experience of the non-profit including, if applicable, the past experience of any other related non-profit of which the non-profit is a subsidiary or to which the non-profit is otherwise related (by shared directors, staff, etc.):

HPI operates community based program including EHRP, handicap accessibility programs and residential support services.

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- h. If you included in your answer to the previous question information concerning any related non-profit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.

N/A

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### 3. Non-profit Involvement

**Non-profit Questionnaire, cont'd**

a. Is the non-profit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in §42(i)(1) of the Code)?

Yes  No

(i) Will the non-profit own at least 10% of the general partnership/owning entity?

Yes  No

(ii) Will the non-profit own 100% of the general partnership interest/owning entity?

Yes  No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:

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b. (i) Will the non-profit be the managing member or managing general partner?  
 Yes  No If yes, where in the partnership/operating agreement is this provision specifically referenced?

Section 3.01

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(ii) Will the non-profit be the managing member or own more than 50% of the general partnership interest?  Yes  No

c. Will the non-profit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?

Yes  No If yes, where in the partnership/operating agreement is this provision specifically referenced?

Section 5.01

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Recordable agreement attached to the Tax Credit Application as TAB V

If no at the end of the compliance period explain how the disposition of the assets will be structured:

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d. Is the non-profit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

Yes  No If yes,

(i) Describe the nature and extent of the non-profit's proposed involvement in the construction or rehabilitation of the Development:

Housing Partnerships is the developer and will work with a third party owners construction manager.

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(ii) Describe the nature and extent of the non-profit's involvement in the operation or

## Non-profit Questionnaire, cont'd

management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):  
HPI will outsource to an approved VHDA property management company.

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- (iii) Will the non-profit invest in its overall interaction with the development more than 500 hours annually to this venture?  Yes  No If yes, subdivide the annual hours by activity and staff responsible and explain in detail:  
Executive Director will provide direct supervision as the developer role, and our bookkeeper and accountant will provide the financial management assistance needed for this project
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- e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?  
See attached.
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- f. List all general partners/managing members of the Owner of the Development (one must be the non-profit) and the relative percentages of their interests:  
Housing Partnerships is the sole member of Powhatan Terrace, LLC which is the ownership entity.
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- g. If this is a joint venture, (i.e. the non-profit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.  
N/A
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- h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?  Yes  No If yes, (i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.
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- (ii) Explain how this relationship was established. For example, did the non-profit solicit proposals from several for-profits? Did the for-profit contact the non-profit and offer the services?  
N/A
- 
- 

- i. Will the non-profit or the Owner (as identified in the application) pay a joint venture partner

## Non-profit Questionnaire, cont'd

or consultant fee for providing development services?  Yes  No If yes, explain the amount and source of the funds for such payments.

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- j. Will any portion of the developer's fee which the non-profit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner?  Yes  No If yes, explain in detail the amount and timing of such payments.

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- k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?  Yes  No If yes, explain:

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- l. Will any member of the board of directors, officer, or staff member of the non-profit participate in the development and/or operation of the proposed development in any for-profit capacity?  Yes  No If yes, explain:

Steve Romeo, LS- Providing engineering support for this project

Andy Franck, Esq - Providing legal support for on this project

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- m. Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

N/A

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- n. Is the non-profit involving any local, community based non-profit organizations in the development, role and operation, or provision of services for the development?  Yes  No If yes, explain in detail, including the compensation for the other non-profits:

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## Non-profit Questionnaire, cont'd

- (ii) elected representatives of low-income neighborhood organizations?  Yes  No
- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?  Yes  No
- j. Does the board of directors hold regular meetings which are well attended and accessible to the target community?  Yes  No If yes, explain the meeting schedule:  
The Board of Directors meets every other month throughout the year
- 
- k. Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  Yes  No
- l. Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  Yes  No If yes, explain in detail:
- 
- m. Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area?  Yes  No If yes, explain:
- 
- n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  Yes  No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).
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- o. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  Yes  No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).
- 
- p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  Yes  No If yes, explain:
-

**Non-profit Questionnaire, cont'd**

q. Has the non-profit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the VHDA Housing Funds?  Yes  No If yes, explain:

r. Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?  Yes  No If yes, explain the need identified:

s. Has the non-profit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?  Yes  No If yes, explain the plan:

**5. Attachments**

Documentation of any of the above need not be submitted unless requested by VHDA

The undersigned Owner and non-profit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for non-profit participation contained in the Plan or Section 42 of the Internal Revenue Code.

2/28/2019  
Date

POWHATAN TERRACE, LLC  
Owner/Applicant

By: Housing Partnerships, Inc.  
Its: Manager  
Title

2/28/2019  
Date

Housing Partnerships, Inc  
Non-profit  
By:   
Board Chairman

**Non-profit Questionnaire, cont'd**

By: Brandie V. Will  
Executive Director

## Attachments - Non-profit Questionnaire

Page 2

k. Describe the duties of all staff members:

Executive Director (FT): Manages the organization, operations, finances, project management, fundraising, marketing, and client intake; Bookkeeper (PT)-maintains weekly finances, process payroll, and client loan payments. Accountant (PT) provides accounting assistance to the organization as needed; Project Manager (PT) oversees client jobs assigned to volunteers, aids by completing emergency home repairs; Housing Specialist (PT)-works with clients, assisting them with intake information (filing out applications), and provides support to ED for compliance reviews for DHCD.

Page 5

e. Explain how the idea for the proposed development was conceived.

The idea of this property becoming a possible LIHTC project was formulated by one of our founding and former board member who owns the property. He knew there was a need in the JCC area for affordable housing which consequently was confirmed by the James City County Affordable Housing Task Team. As a former BOD member, he has been loyal to HPI over the past years believing in our mission, and who we are. He approached the current BOD's, with the timing of this project it felt like a good fit. Thus, it would fulfill the need in the community, and we, HPI would be more than capable to move forward with this concept as our BOD and ED have served this community for many years. He knew we had the resources to pull this project together, and get it done in a timely manner resulting in more affordable housing for low-to-moderate income levels.

Page 7

4 b. Define the non-profit's geographic target area or population to be served.

The Historic Triangle consist of three judications. The City of Williamsburg, James City County, and York County. This project will market throughout this region to those who want to live, work in the historic triangle but cannot afford it. This includes public service, teachers, service industry. 80% AMI @ \$40K starting salaries for public service reflect this AMI. 60% AMI @ \$35K reflects the service industry employment. This project will offer affordable rents that will address local cost burden with high quality housing.

Page 7

4 c. Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?

HPI is the regional administrator for the Indoor Plumbing Rehab program through DHCD. Additionally, HPI is a paid consultant on a multi-year CBDG project, works closely with USDA to provide more funding assistance to our clients for home repairs. Since 1985 HPI has rehab over 2,540 and built 56 new homes from scratch.

**Housing Partnerships Board of Directors  
Update 2/15/19**

**Chairman**

Curtis A. Baker, Senior Vice President, Langley Federal Credit Union 5 years  
721 Lakefront Commons  
Newport News, VA 23606  
757. 643.8721  
[cbaker@langleyfcu.org](mailto:cbaker@langleyfcu.org)  
James City County Resident

**Co-Chairman**

Jack Kniest, Owner Van Kneist Painting and Finishes 8 years  
426 Airport Road  
757.592.5545  
[jhk@vankniest.com](mailto:jhk@vankniest.com)  
Williamsburg, VA 23188  
York County Resident

**Secretary**

Andrew M. Franck, Esq Geddy, Franck, Harris 7 years  
1177 Jamestown Road  
P.O. Box 379  
Williamsburg, VA 23187  
757.220.6500  
[afanck@ghfflaw.com](mailto:afanck@ghfflaw.com)  
James City County Resident

**Treasurer**

W. Michael Merz 4 years  
3987 E. Providence Road  
Williamsburg, VA 23188  
804.854.3968  
[Wmerz78@gmail.com](mailto:Wmerz78@gmail.com)  
James City County Resident

**Co-Treasurer**

Marc B. Sharp, CPA 28 years  
16 Bray Wood Road  
Williamsburg, VA 23185  
[marcsharp@cox.net](mailto:marcsharp@cox.net)  
757.968.8488  
James City County Resident

Mel Spruill, Vice President Plantation Group, LLC. 4029 Ironbound Road Suite 100 Williamsburg, VA 23188 757.220.2874 <a href="mailto:mspruill@bushcos.com">mspruill@bushcos.com</a> James City County Resident	4 years
Tony Pauroso, Relator 5350 Discovery Park Blvd. Williamsburg, VA 23188 757.645.8168 <a href="mailto:tonypauroso@lizmore.com">tonypauroso@lizmore.com</a> James City County Resident	2 years
Mike Nice, Vice President of George Nice and Sons, LLC 143 Skimino Road Williamsburg, VA 23185 757.565.2885 <a href="mailto:mnice@gniceandsons.com">mnice@gniceandsons.com</a> James City County Resident	3 years
Scott Grafton, Owner Ironbound Gym 4325 New Town Ave Williamsburg, VA 23188 757. 229.5874 <a href="mailto:scott@ironboundgym.com">scott@ironboundgym.com</a> James City County Resident	2 years
Michael D'Alessandro, Agent and Financial Agent Farms Insurance 327 McLaws Circle Ste. 3 Williamsburg, VA 23185 757. 707.9444 <a href="mailto:mike@agentmiked.com">mike@agentmiked.com</a> James City County Resident	1 year
Jeff Brittle, Head of Sub-Segment Aftertreatment Continental Powertrain USA, LLC 615 Bland Blvd. Newport News, VA 23606 757.875.7226 <a href="mailto:jeff.brittle@continental-corporation.com">jeff.brittle@continental-corporation.com</a> James City County Resident	6 years

Stephen A. Romeo, LS- Principal VHB 20 years  
351 McLaws Circle Ste. 3  
Williamsburg, VA 23185  
757.279.2848  
[sromeo@vhb.com](mailto:sromeo@vhb.com)  
York County Resident

Miriam C. Saguto- Development/Donor Relations- The College of William and Mary 8 years  
5 Foxcroft  
Williamsburg, VA 23188  
757. 221-1038  
[mcsagu@wm.edu](mailto:mcsagu@wm.edu)  
James City County Resident

William G. Kellam- Retired SunTrust Bank 12 years  
101 Underwood Road  
Williamsburg, VA 23185  
757.229.8821  
[lhkwegk@aol.com](mailto:lhkwegk@aol.com)  
James City County Resident

Housing Partnerships, Inc.

*The mission of Housing Partnerships, Inc. (HPI), a nonprofit agency, is to repair or replace substandard housing in the City of Williamsburg, James City County and York County, Virginia. We do this through our unique strength in the formation of true partnerships between communities, volunteers and our neighbors.*

**Emergency Home Repair Program:** HPI operates an emergency home repair program in James City County, York County, and the City of Williamsburg. We provide vital housing repair services to very low-income individuals and families who are unable to help themselves due to sickness, disability, or lack of financial resources. Home repairs are completed by volunteers leveraging our ability to provide assistance to needy families within our community.

**Indoor Plumbing Program:** Housing Partnerships is the designated subrecipient for the States Indoor Plumbing Rehabilitation Program for 16 counties in the State of Virginia. The Indoor Plumbing Rehabilitation (IPR) Program providing zero-interest, forgivable loans for the installation of indoor plumbing to owners of substandard housing where indoor plumbing does not exist, or where the existing water delivery or waste disposal systems have failed. Loan repayments are determined by the homeowner's ability to make payments. The program also provides for the general rehabilitation of these units and for accessibility improvements to units occupied by persons with disabilities or where overcrowded conditions exist.

**Home Modification Program for Persons with Disabilities:** Housing Partnerships provides home accessibility modifications for low-income homeowners in James City County, York County, and the City of Williamsburg whose homes are too severely deteriorated or damaged to repair. We utilize volunteer labor to make the home modifications leveraging our ability to provide assistance to needy families within our community.

**Home Replacement Program:** Housing Partnerships provides home accessibility modifications for low-income homeowners in James City County, York County, and the City of Williamsburg whose homes are too severely deteriorated or damaged to repair. We utilize volunteer labor to subsidize the cost of demolishing the existing home and replacing it a new home. We provide financing assistance through our sister agency, Housing Partnerships Funding Group, to ensure the new homes are affordable.



## **History of Housing Partnerships, Inc.**

In late 1985, a group of area citizens and representatives from a variety of organizations joined to form Housing Partnerships, Inc., a non-profit organization to using local resources to improve the owner-occupied homes of those who cannot afford repairs.

The number of households affected, and the severity of their circumstances makes the problem of substandard housing in the Greater Williamsburg are a critical one. In the City of Williamsburg, James City County and York County, the 1990 census revealed 2163 households in poverty, 199 which lack plumbing.

A wide range of conditions exists. In some cases, modest but well-maintained homes require minor repair (such as porch flooring or window repair). In other cases, home require major repair (such as plumbing or electrical work). Many children or extended families often overcrowd them; they often lack indoor water, toilet facilities or adequate heat in winter. In some cases, these homes have only minimal cooking facilities, makeshift electricity, plastic for windows, leaking roofs, no flooring, or holes in the walls.

HPI has always depended on the community for support – from staff members of local human service agencies to congregations and community clubs, from civic-minded employers to local contractors. To date, we have completed 786 home repairs, involving 13,849 volunteers who have contributed 106,207 hours of on-the-job construction labor.

## **BRANDIE WEILER BIO**

Brandie Weiler, Executive Director of Housing Partnerships, Inc., is a native of Williamsburg. Brandie holds a BSBA and a Masters in Business Administration from Columbia Southern University. Brandie has worked in the non-profit sector for 15 years and has worked for Housing Partnerships 12 of those years in which she served as volunteer coordinator, marketing/development coordinator, and then became the Region 6 Indoor Plumbing Program (IPR) Administrator which oversees 16 counties with the State of Virginia. She has served on many different committees within the Williamsburg area representing Housing Partnerships and the need for affordable housing. Currently, Brandie serves as the Executive Director of Housing Partnerships. She oversees the day-to-day operation of the agency, IPR Administrator for Region 6, consultant on a CDBG project, and is a certified house counselor through the State of Virginia. Brandie has been in this role for two and half years. She currently resides in Williamsburg with her two girls Madison and Mollie Weiler.

J

# Relocation Plan

(MANDATORY, if tenants are displaced)

2019-C-29

Powhatan Terrace Townhomes

**NOT APPLICABLE**

K

Documentation of  
Development Location:

**K.1**

Revitalization Area  
Certification

2019-C-29

Powhatan Terrace Townhomes

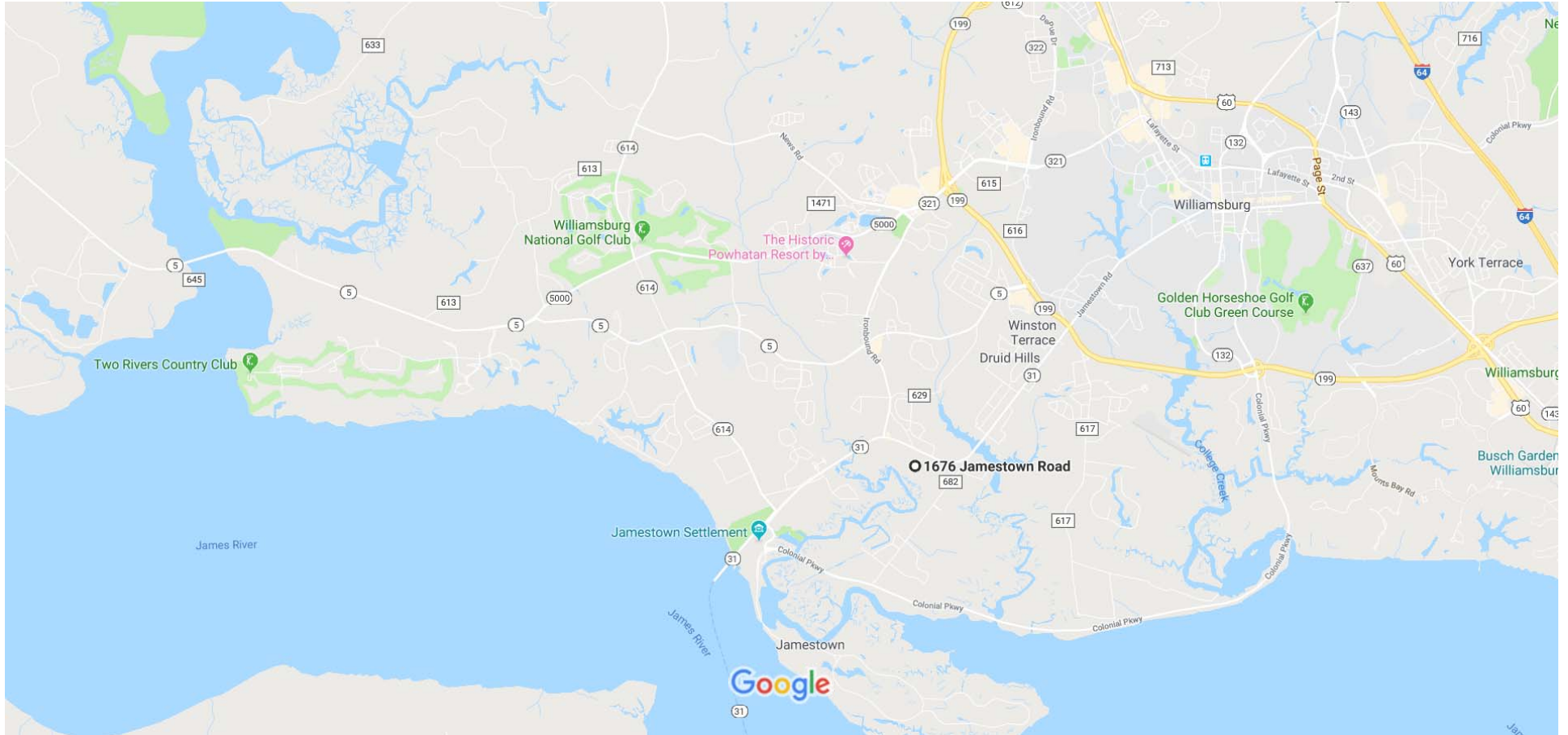
**NOT APPLICABLE**

K.2

Location Map



# Google Maps



Map data ©2019 Google 1 mi

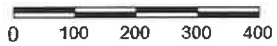
# James City County, Virginia

## Legend

□ Parcels



Feet



1:4,514 / 1"=297 Feet

**Title:**

**Date: 1/4/2019**

*DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and James City County is not responsible for its accuracy or how current it may be.*

K.3

Surveyor's Certification of  
Proximity to Public  
Transportation

**Surveyor's Certification of Proximity to Transportation**

DATE: 3/11/19

TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220-6500

RE: 2019 Tax Credit Reservation Request

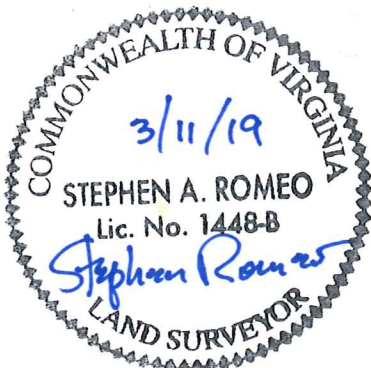
Name of Development: Powhatan Terrace  
Name of Owner: Powhatan Terrace, LLC

Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.



VHB  
Firm Name

By: Stephen Romeo

Its: PRINCIPAL  
Title



L

PHA/Section 8 Notification  
Letter

## **Tab L. PHA/Section 8 Notification Letter**



## PHA or Section 8 Notification Letter

Development Name: \_\_\_\_\_  
Tracking #: \_\_\_\_\_

If you have any questions, please call the Tax Credit Department at (804) 343-5518.

### General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have project based Section 8 or project based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to I.A.2 on page 1 of the Application.
4. 'Proposed Improvements' should correspond with I.B & D and III.A of the Application.
5. 'Proposed Rents' should correspond with VII.C of the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

**NOTE:** Any change to this form letter may result in a reduction of points under the scoring system.

# PHA or Section 8 Notification Letter

**DATE:**

**TO:**

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on \_\_\_\_\_ (date).

The following is a brief description of the proposed development:

Development Address:

\_\_\_\_\_  
\_\_\_\_\_

Proposed Improvements:

<input type="checkbox"/> New Constr.:	_____ # units	_____ # Bldgs
<input type="checkbox"/> Adaptive Reuse:	_____ # units	_____ # Bldgs
<input type="checkbox"/> Rehabilitation:	_____ # units	_____ # Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ _____ / month
<input type="checkbox"/> 1 Bedroom Units:	\$ _____ / month
<input type="checkbox"/> 2 Bedroom Units:	\$ _____ / month
<input type="checkbox"/> 3 Bedroom Units:	\$ _____ / month
<input type="checkbox"/> 4 Bedroom Units:	\$ _____ / month

Other Descriptive Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# PHA or Section 8 Notification Letter

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We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at  
(757) ~~224~~ 0225.

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Brandie Weiler

Name

Executive Director, Housing Partnerships Inc., Sole Member

Title

**To be completed by the Local Housing Authority or Sec 8 Administrator:**

Seen and Acknowledged By: Rebecca Vinroot

Printed Name: Rebecca Vinroot

Title: Director JCC DSS

Phone: 757-259-3104

Date: 2/27/19

M

Locality CEO Response  
Letter



**County Administration**  
101-D Mounts Bay Road  
P.O. Box 8784  
Williamsburg, VA 23187-8784  
P: 757-253-6728  
[jamescitycountyva.gov](http://jamescitycountyva.gov)

March 6, 2019

JD Bondurant  
Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220

VHDA Tracking Number: 2019-C-29  
Development Name: Powhatan Terrace Townhomes  
Name of Owner/Applicant: Powhatan Terrace, LLC

Dear Mr. Bondurant:

The construction of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for the above referenced development will help to meet the housing needs and priorities of James City County. According, James City County supports the allocation of federal housing tax credits requested by Powhatan Terrace, LLC for this development.

Sincerely,

Scott A. Stevens  
County Administrator

Cc: Ms. Brandie Weiler, HPI Executive Director  
Ms. Rebecca Vinroot, Director JCC Social Services  
Mr. Paul Holt, Director JCC Community Development

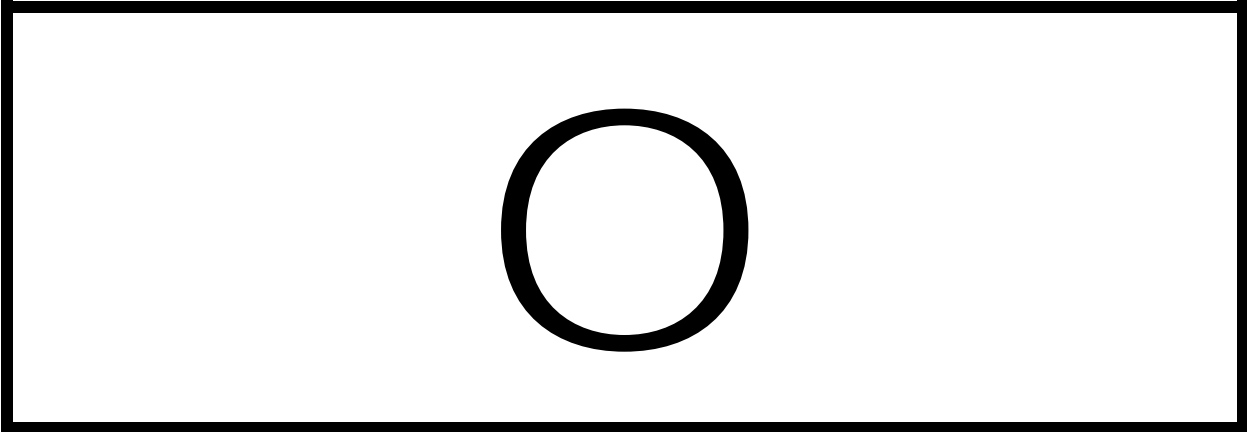
**N**

Homeownership Plan

2019-C-29

Powhatan Terrace Townhomes

**NOT APPLICABLE**



O

Plan of Development  
Certification Letter

2019-C-29

Powhatan Terrace Townhomes

**NOT APPLICABLE**

P

Copies of 8609s to  
Certify Developer  
Experience and  
Partnership agreements



2019-C-29

Powhatan Terrace Townhomes

**NOT APPLICABLE**

Q

Documentation of Rental  
Assistance



March 14, 2019

Brandie Weiler  
Housing Partnerships  
115 Palace Lane  
Williamsburg, VA 23185

Re: Project Based Voucher Selection – Powhatan Terrace Townhomes Development

Dear Ms. Weiler,

In response to your proposal, I am pleased to inform you that you have been selected to receive 5 PBVs for the Powhatan Terrace Townhomes to be located in Williamsburg, Virginia. The term of the PBVs will be 15 years subject to execution of an AHAP, HAP contract and HUD funding. This commitment is subject to your satisfactory compliance with HUD requirements and the terms and conditions stipulated in the aforementioned RFP. Further HUD approvals may be necessary, but these vouchers are intended to be available to the project when completed.

In addition, if you indicated in your response to the aforementioned RFP that your project was applying for Low Income Housing Tax Credits (LIHTCS) through, VHDA, then this commitment is contingent upon Powhatan Terrace Townhomes Development receiving an allocation of LIHTCs no later than February, 2020.

As this project moves forward, please keep us informed so that we may coordinate the requirements for voucher utilization. If you have any questions, please call Aaru Ma'at at 727-1483.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald Jackson", written in a cursive style.

Ronald Jackson  
Executive Director



R

Documentation of  
Operating Budget

2019 Low-Income Housing Tax Credit Application For Reservation

M. OPERATING EXPENSES

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$2,500
2. Office Salaries			\$0
3. Office Supplies			\$0
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$21,430
<u>6.37%</u> of EGI	<u>\$595.28</u>	Per Unit	
6. Manager Salaries			\$20,000
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$2,500
9. Auditing			\$6,000
10. Bookkeeping/Accounting Fees			\$1,500
11. Telephone & Answering Service			\$500
12. Tax Credit Monitoring Fee			\$1,500
13. Miscellaneous Administrative			\$2,000
<b>Total Administrative</b>			<b>\$57,930</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$1,000
16. Water			\$4,862
17. Gas			\$0
18. Sewer			\$9,000
<b>Total Utility</b>			<b>\$14,862</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$2,500
23. Trash Removal			\$6,000
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$6,000
28. Maintenance/Repairs Payroll			\$15,000
29. Repairs/Material			\$7,500
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$3,000
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$2,000
37. Miscellaneous			\$2,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$44,000</b>

**2019 Low-Income Housing Tax Credit Application For Reservation**

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$32,340
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$2,000
41. Property & Liability Insurance	\$18,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$1,000
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$53,340</b>

<b>Total Operating Expense</b>	<b>\$170,132</b>
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<b>Total Operating Expenses Per Unit</b>	<b>\$4,726</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>50.57%</b>
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<b>Replacement Reserves</b> (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	<b>\$10,800</b>
-----------------------------------------------------------------------------------------	-----------------

<b>Total Expenses</b>	<b>\$180,932</b>
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**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

**All rental amounts under the Project Based Voucher program must include the cost of monthly utilities paid by the tenant. HRHA Utility Allowance Schedule follows.**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 8, EXISTING HOUSING ALLOWANCES FOR TENANT FURNISHED UTILITIES AND OTHER SERVICES						DATE <b>12/01/2018-11/30/2019</b>	
LOCALITY Hampton Redevelopment and Housing Authority						UNIT TYPE <b>Garden</b>	
UTILITY OR SERVICE	MONTHLY DOLLAR ALLOWANCE						
	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR
<b>HEATING</b>							
a. Natural Gas	\$15	\$18	\$22	\$26	\$30	\$37	\$45
b. Electric	\$23	\$30	\$38	\$46	\$56	\$72	\$86
c. Propane	\$50	\$60	\$73	\$85	\$101	\$125	\$150
d. Fuel Oil	\$28	\$34	\$42	\$49	\$58	\$72	\$87
<b>AIR CONDITIONING</b>	\$8	\$9	\$12	\$15	\$18	\$23	\$28
<b>COOKING</b>							
a. Natural Gas	\$8	\$8	\$10	\$10	\$11	\$11	\$12
b. Electric	\$9	\$9	\$11	\$12	\$13	\$14	\$15
c. Propane	\$19	\$20	\$23	\$25	\$27	\$28	\$31
<b>OTHER ELECTRIC</b> (lighting, refrigerator, etc)	\$36	\$39	\$43	\$50	\$56	\$65	\$72
<b>WATER HEATING</b>							
a. Natural Gas	\$9	\$12	\$15	\$21	\$27	\$32	\$40
b. Electric	\$10	\$16	\$23	\$36	\$49	\$62	\$76
c. Propane	\$28	\$37	\$46	\$64	\$83	\$101	\$124
d. Fuel Oil	\$17	\$22	\$28	\$39	\$50	\$61	\$75
<b>WATER</b>	\$20	\$26	\$32	\$45	\$58	\$70	\$83
<b>SEWER</b>	\$13	\$26	\$39	\$62	\$87	\$112	\$136
<b>TRASH COLLECTION</b>	\$26	\$26	\$26	\$26	\$26	\$26	\$26
<b>RANGE</b>	\$3	\$3	\$3	\$3	\$3	\$3	\$3
<b>REFRIGERATOR</b>	\$4	\$4	\$4	\$4	\$4	\$4	\$4
<b>BASE CHARGES - GAS</b>	\$14	\$14	\$14	\$14	\$14	\$14	\$14

An independent reasonable rent study in accordance with HUD requirements will be prepared to determine the initial contract rent. The awarded respondent will be responsible for having the independent rent study prepared by a HUD approved contractor. The total rent to the owner for PBV assisted units consists of the tenant rent (the portion of the rent to owner paid by the family) and the rental assistance paid by HRHA in accordance with the HAP contract.

S

Supportive Housing  
Certification



2019-C-29

Powhatan Terrace Townhomes

**NOT APPLICABLE**

T

Funding Documentation

## GRANT AGREEMENT

This Grant Agreement is made the 11<sup>th</sup> day of March, 2019, by and between Housing Partnerships, Inc., a Virginia nonprofit corporation (“HPI”) and JTR Properties, LLC, a Virginia limited liability company (“Funder”).

WHEREAS, HPI is a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code (“IRC”) which has a mission to keep its neighbors in warm, safe and dry homes, by repairing and replacing substandard housing for low income families; and

WHEREAS, HPI, as sole member of Powhatan Terrace, LLC, is in the process of securing funding for development of a low-income housing community consisting of up to thirty-six townhomes to be known as Powhatan Terrace Townhomes (the “Project”); and

WHEREAS, the Project is to be developed on real property located at 1676 Jamestown Road, 1678 Jamestown Road, and 180 Red Oak Landing in James City County, Virginia, (the “Property”); and

WHEREAS, Powhatan Terrace, LLC has entered into an Option Agreement for Purchase of Real Estate between it, as Grantee, and JTR Properties, LLC, as Grantor, pursuant to which Powhatan Terrace, LLC has the right to purchase the Property; and

WHEREAS, Funder desires to support HPI’s mission by making a grant in the amount of One Hundred Thousand and 00/100 Dollars (the “Grant”) to benefit the Project on the basis set out in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant. Funder will make the Grant to Client in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) at the time of Powhatan Terrace, LLC’s purchase of the Property. HPI will use the Grant, and any income earned on the Grant, for the purposes of developing the Project (which may include, in whole or in part, application of the Grant towards acquisition of the Property). The source of funds for the Grant is not funding, directly or indirectly, in whole or in part, from the proceeds of any obligation, the interest on which is exempt from tax under Section 103 of Section 42 of the Internal Revenue Code of 1986, as amended, or from Federal funds.

2. Donor Recognition. HPI may announce and publicize the Grant in recognition of Funder’s support. HPI and Funder may each disclose the other party’s name and the amount of the Grant in internal and external communications, including as may be required in applications for other Project funding or as otherwise required by law.

3. Grant Administration. HPI will manage the Grant funds in accordance with applicable law and the provisions of this Agreement. HPI may combine the Grant funds with HPI’s other assets for investment purposes.

4. Compliance. HPI represents and warrants that it is a tax-exempt public charity under Section 501(c)(3) of the IRC. HPI will promptly notify Funder of any changes in such status. HPI will comply with all IRC provisions applicable to Client as a tax-exempt organization. Neither Client nor Funder will: (a) engage in illegal activities; or (b) provide resources or support to, receive resources or support from, or associate in any way with any individual or entity that engages in drug trafficking or activities of terrorism.

5. Entire Agreement. This Agreement expresses the final, complete, and exclusive agreement between HPI and Funder on the subject matter hereof, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or course of dealing between HPI and Funder relating to its subject matter. This Agreement may be amended only as stated in writing and signed by both HPI and Funder which recites that it is an amendment to this Agreement. This Agreement will be governed by the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals:

HOUSING PARTNERSHIPS, INC.

By: Brandie Weiler (SEAL)  
Brandie Weiler, Executive Director

JTR PROPERTIES, LLC

By: Sterling M. Nichols (SEAL)  
Sterling M. Nichols, Owner

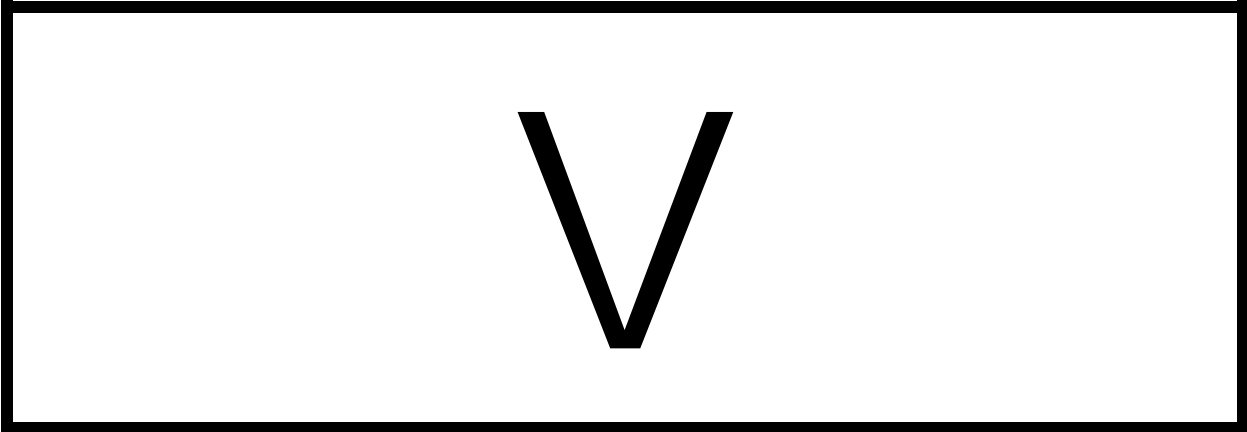
U

Documentation to  
Request Exception to  
Restriction-Pools with  
Little/No Increase in Rent  
Burdened Population

2019-C-29

Powhatan Terrace Townhomes

**NOT APPLICABLE**



V

Nonprofit or LHA Purchase  
Option or Right of First  
Refusal

Parcel Nos.: 4730100036  
4730100037  
4730100039

**PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT**

This Purchase Option and Right of First Refusal Agreement ("Purchase Agreement") is made as of the 11<sup>th</sup> day of March, 2019, by and between POWHATAN TERRACE, LLC, a Virginia limited liability company ("Grantor") and HOUSING PARTNERSHIPS, INC., a Virginia nonstock corporation ("Grantee").

WHEREAS, Grantor is a limited liability wholly owned and controlled by Grantee as set forth in an Operating Agreement between them dated March 7, 2018 (the "Operating Agreement"); and

WHEREAS, Grantee has been instrumental in the development of the project known as Powhatan Terrace Townhomes to be located at the real property described in Exhibit A attached hereto (the "Project Property"), and will continue to be instrumental in the continuation of the Grantor for the further development of the Project Property; and

WHEREAS, the Project Property is or will be subject to one or more governmental agency regulatory agreements (collectively, the "Regulatory Agreement") restricting its use to low-income housing and may become subject to a low-income use restriction (the "Special Covenant") pursuant to the terms and conditions of this Agreement (such use restrictions under the Regulatory Agreement and any Special Covenant being referred to collectively herein as the "Use Restrictions"); and

WHEREAS, Grantor and Grantee desire to provide for the continuation of the Project Property as low-income housing upon termination of the Company by Grantee purchasing the Project Property at the applicable price determined under this Purchase Agreement and operating the Project Property in accordance with the Use Restrictions; and

WHEREAS, as a condition precedent to the continuation of the Grantor pursuant to the Operating Agreement, Grantee and Grantor have negotiated and required that the Company shall execute and deliver this Purchase Agreement in order to provide for such low-income housing.

NOW, THEREFORE, in consideration of the execution and delivery of the Agreement and the payment by the Grantee to the Company of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:



1. **Grant of Option.** The Company hereby grants to Grantee an option (the "Option") to purchase the real estate, fixtures, and personal property comprising the Project Property or associated with the physical operation thereof, owned by the Company at the time of purchase (the "Property"), after the close of the fifteen (15) year compliance period for the low-income housing tax credit for the Project Property (the "Compliance Period") as determined under Section 42(i)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), on the terms and conditions set forth in this Purchase Agreement and subject to the conditions precedent to exercise of the Option specified herein. The Project Property real estate is legally described in Exhibit A attached hereto and made a part hereof.

2. **Grant of Refusal Right.** In the event that the Grantor receives a bona fide offer to purchase the Project Property, which offer the Grantor intends to accept, Grantee shall have a right of first refusal to purchase the Property (the "Refusal Right") after the close of the Compliance Period, on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Refusal Right specified herein. In addition to all other applicable conditions set forth in this Agreement, (a) the foregoing grant of the Refusal Right shall be effective only if Grantee is currently and remains at all times hereafter, until (i) the Refusal Right has been exercised and the resulting purchase and sale has been closed or (ii) the Refusal Right has been assigned to a Permitted Assignee described in Section 10 hereof, whichever first occurs, a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, and (b) any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Section 10 hereof meeting the requirements of Section 42(i)(7)(A) of the Code as determined in its judgment by tax counsel to the Grantor. Prior to accepting any such bona fide offer to purchase the Property, Grantor shall notify Grantee of such offer and deliver a copy of it to Grantee. Grantor shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Section 6 hereof.

3. **Purchase Price Under Option.** The purchase price for the Property pursuant to the Option shall be the greater of the following amounts, subject to the proviso set forth below:

a. **Debt and Taxes.** An amount sufficient to pay all debts (including member loans) and liabilities of the Grantor upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Option including all federal, state and local taxes attributable to such sale (if any); or

b. **Fair Market Value.** The fair market value of the Property, appraised as low-income housing to the extent continuation of such use is required under the Use Restrictions, any such appraisal to be made by a licensed appraiser, selected by the Grantor's regular certified public accountants, who is a member of the Master Appraiser Institute and who has experience in the geographic area in which the Project Property is located;

provided, however, that if prior to exercise of the Option the Internal Revenue Service (the "Service") has issued a revenue ruling or provided a private letter ruling to the Grantor, the applicability of which ruling shall be determined in its judgment by tax counsel to the Grantor, or tax counsel to the Grantor has issued an opinion letter concluding that property of the nature and use of the Property may be sold under circumstances described in this Agreement at the greater of the price determined under Section 42(i)(7) of the Code or the price determined under subsection 3a hereinabove without limiting tax credits or deductions that would otherwise be available to the Grantor's investor members, then the Option price shall be such price.

4. **Purchase Price Under Refusal Right.** The purchase price for the Property pursuant to the Refusal Right shall be equal to an amount sufficient to pay all debts (including member loans) and liabilities of the Grantor upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Refusal Right including all federal, state and local taxes attributable to such sale (if any).

5. **Conditions Precedent.** Notwithstanding anything in this Agreement to the contrary, the Option and the Refusal Right granted hereunder shall be contingent on the following:

a. **Managing Member.** The Grantee shall have remained in good standing as Managing Member of the Grantor without the occurrence of any event of default under the Agreement; and

b. **Regulatory Agreement.** Either (i) the Regulatory Agreement shall have been entered into and remained in full force and effect, and those Use Restrictions to be contained therein, as heretofore approved in writing by the Investor Member, shall have remained unmodified without its prior written consent, or (ii) if the Regulatory Agreement is no longer in effect due to reasons other than a default thereunder by the Grantor, such Use Restrictions, as so approved and unmodified, shall have remained in effect by other means and shall continue in effect by inclusion in the deed as required under Section 10 hereof.

If any or all such conditions precedent have not been met, the Option and the Refusal Right shall not be exercisable. Upon any of the events terminating Grantee as Managing Member of the Company under the Operating Agreement or affecting the Regulatory Agreement as described in this Section 5, the Option and the Refusal Right shall be void and of no further force and effect.

6. **Exercise of Option or Refusal Right.** The Option and the Refusal Right may each be exercised by Grantee by (a) giving prior written notice of its intent to exercise the Option or the Refusal Right to the Grantor and each of its members in compliance with the requirements of this Section 6, and (b) complying with the contract and closing requirements of Section 8 hereof. Any such notice of intent to exercise the Option shall be given during the last twelve (12) months of the Compliance Period. Any such notice of intent to exercise the Refusal Right shall be given within one hundred eighty (180) days after Grantee has received the Company's notice of a bona fide offer pursuant to Section 2 hereof, but in no event later than one hundred eighty (180) days

immediately following the end of the Compliance Period, notwithstanding any subsequent receipt by the Company of any such offer. In either case, the notice of intent shall specify a closing date within one hundred eighty (180) days immediately following the end of the Compliance Period. If the foregoing requirements (including those of Section 9 hereof) are not met as and when provided herein, the Option or the Refusal Right, or both, as applicable, shall expire and be of no further force or effect. Upon notice by Grantee of its intent to exercise the Option or the Refusal Right, all rights under the other shall be subordinate to the rights then being so exercised unless and until such exercise is withdrawn or discontinued, and upon the closing of any sale of the Property pursuant to such notice shall expire and be of no further force or effect, provided that in the event that the Option and the Refusal Right are hereafter held by different parties by reason of any permitted assignment or otherwise, Grantee in its assignment(s) or such parties by written agreement may specify any other order of priority consistent with the other terms and conditions of this Agreement.

7. **Determination of Price.** Upon notice by Grantee of its intent to exercise the Option or the Refusal Right, the Grantor and Grantee shall exercise best efforts in good faith to agree on the purchase price for the Property.

8. **Contract and Closing.** Upon determination of the purchase price, the Grantor and Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Project Property is located, providing for a closing not later than the date specified in Grantee's notice of intent to exercise of the Option or the Refusal Right, as applicable, or thirty (30) days after the purchase price has been determined, whichever is later. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Option or the Refusal Right, as applicable. The purchase and sale hereunder shall be closed through a deed-and-money escrow with the title insurer for the Project Property or another mutually acceptable title company.

9. **Use Restrictions.** In consideration of the Option and the Refusal Right granted hereunder at the price specified herein, Grantee hereby agrees that the deed of the Project Property to Grantee shall contain a covenant running with the land, restricting use of the Project Property to low-income housing to the extent required by those Use Restrictions contained in the Regulatory Agreement.

10. **Assignment.** Grantee may assign all or any of its rights under this Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project Property (each a "Permitted Assignee") that demonstrates its ability and willingness to maintain the Project Property as low-income housing in accordance with the Use Restrictions, subject in any event to the conditions precedent to the Refusal Right grant and the Option price set forth in Sections 2 and 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Grantor. Upon any permitted assignment hereunder, references in this Agreement to Grantee shall mean the





## EXHIBIT A

### LEGAL DESCRIPTION OF PROJECT REAL ESTATE

#### PARCEL ONE

All that certain piece or parcel of land, with the buildings and improvements thereon, consisting of

10.00 acres, more or less, situate in Jamestown District, James City County, Virginia, bounded and described as follows: Beginning at an iron stake on the southerly side of the road leading from the Main and Ambler's farms to Powell's Mill crossing Route 31 to Jamestown on the dividing line between the land hereby conveyed and that of Robinson; thence in a westerly direction along said road the distance of 400 feet to another iron stake; thence said lot extends back in a southerly direction between parallel lines the distance of 1050 feet, more or less, to iron stakes marking its corners; and being a portion of a tract of land containing 140.62 acres as shown by survey and plat recorded in James City Plat Book 2, page 19, and is a portion of the same property of which T.T. Nixon died seized and possessed, intestate; the said tract having been conveyed to him and J. N. Richardson by deed from Henry O. Wright and wife, dated April 15, 1929, and recorded in James City Deed Book 24, page 531; the undivided one-half interest of the said Richardson having been conveyed to the said T. T. Nixon by deed dated June 5, 1930, and recorded in James City Deed Book 25, pages 514-5.

LESS AND EXCEPT the property conveyed unto the Commonwealth of Virginia by Deed dated September 22, 1955 from Hess N. Hart and Harry Hart, her husband, Roby J. Nixon and Helen Nixon, his wife, Dora N. Waltrip and G. K. Waltrip, her husband, and Mary B. Norman and J. D. Norman, her husband, and recorded October 24, 1955 in the Circuit Court for the City of Williamsburg and County of James City, Virginia Deed Book 56, page 38.

Being the same property conveyed to Investment Properties of Virginia, LLC, a Virginia limited liability company, by Deed dated June 6, 2006 from Hazel N. Richardson, Executrix of the Estate of Helen Nixon Norman and recorded August 31, 2006 in the Circuit Court for the City of Williamsburg and County of James City, Virginia as Instrument Number 060022203.

#### PARCEL TWO

All that certain lot, piece or parcel of land situate, lying and being in Jamestown District, James City County, Virginia, as shown on that certain plat entitled, "E. T. Nixon, Plat of Survey, Containing .43 Acres, Two Miles Southeast of Williamsburg, James City County, Virginia" dated February 8, 1960 made by R. B. Cartwright, Certified Land Surveyor, recorded April 1, 1960 in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City in Deed Book 74, page 100; and being more particularly described as follows:

Beginning at an angle iron down a private lane leading South from State Route #31 thence South 69° 30' East 116.28 feet to an angle iron; thence South 20° 00' West 162.28 feet to an angle iron; thence North 69° 30' West 116.28 feet to an angle iron; thence North 20° 00' East 162.28 feet to an angle iron, the

point of beginning.

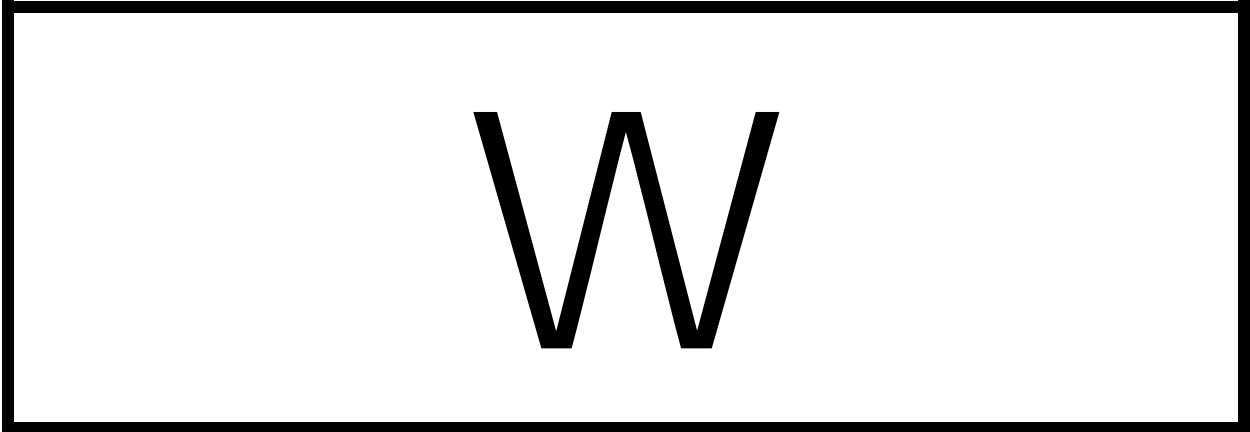
The Grantor further grant unto the Grantee the right of ingress and egress in common with others, over and along the private lane leading from Route #31 to the property herein conveyed.

Being the same property conveyed to Investment Properties of Virginia, LLC, a Virginia limited liability company, by Deed dated May 31, 2006 from Edward T. Nixon and Mamie S. Nixon, husband and wife and recorded August 31, 2006 in the Circuit Court of the City of Williamsburg and County of James City, Virginia as Instrument Number 060022202.

### PARCEL THREE

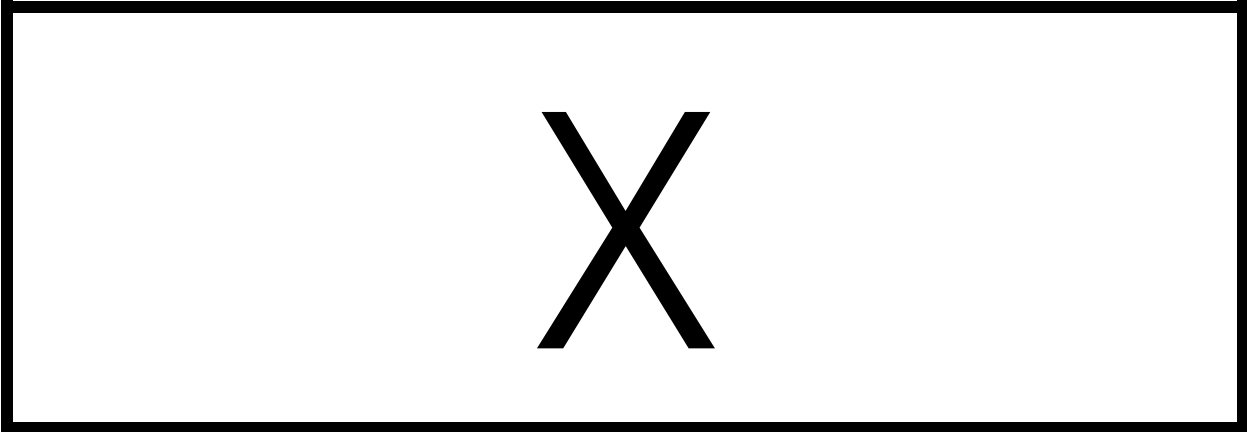
All that certain lot, piece or parcel of land, with buildings and improvements thereon, situate in Jamestown Magisterial District, James City County, Virginia, lying on the southerly side of the 10.00+/- acre parcel of Nixon, consisting of 6.082 acres, more or less, and described as follows: commencing at an iron stake 1,050 feet from the road leading from Ambler's and the Main Farm to Five Forks and Powell's Mill Road running thence a distance of 200 feet more or less in a southerly direction in a straight line to the low water mark of Powhatan Creek; thence in a westerly direction along the low water mark of Powhatan Creek as it meanders a distance of 400 feet more or less to a point; thence in a northerly direction in a straight line a distance of 200 feet more or less to an iron stake, the corner to the property hereby conveyed and other lands of Nixon, thence in an easterly direction along the line of the property hereby conveyed and other lands of Nixon a distance of 400 feet, more or less to an iron stake corner to the property hereby conveyed and other lands of Nixon, being the point of departure. Said property is bounded on the northerly side of other lands Nixon; on the southerly side of Powhatan Creek; on the easterly side by the lands of Robinson; and on the westerly side by the remaining lands of Hess N. Hart and Harry Hart, her husband, Mary B. Norman and J. D. Norman, her husband, Dorothy N. Waltrip and G. K. Waltrip, her husband. Said property is a portion of the tract of land containing 140.62 acres as shown by survey and plat recorded in James City Plat Book 2, page 19, and is a portion of the same property of which T. T. Nixon died seized and possessed intestate; the said tract having been conveyed to him and J. N. Richardson by deed from Henry O. Wright and wife, dated April 15, 1929, and recorded in James City County Deed Book 24, page 531, the undivided one-half interest of said Richardson having been conveyed to the said T. T. Nixon by deed dated June 5, 1930, and recorded in James City County Deed Book 25, page 514.

Parcel One, Parcel Two and Parcel Three being the same property known and designated as PARCELOFLANDCONTAINING 15.5 Acres±, as that shown on that certain plat entitled, PLAT OF SURVEY, PARCEL OF LAND CONTAINING 15.5 ACRES±, PROPERTY OF HELEN NIXON NORMAN ESTATE & EDWARD T. & MAMIE NIXON, prepared by AES Consulting Engineers and dated August 21, 2006, a copy of which was recorded in the aforesaid Clerk's Office on June 9, 2008 at Instrument Number 0800 14310.



(Reserved)





X

# Marketing Plan

For units meeting accessibility requirements of HUD section

504

Powhatan Terrace Townhomes

Marketing Plan for Tab X

Powhatan Terrace Townhomes will provide the new construction of thirty-six affordable, rental townhome units in Williamsburg, Virginia. The units will consist of one- and two-story townhomes that will be two and three bedroom units serving low- and moderate-income families, with five units meeting Section 504 accessibility requirements, and eight units meeting Universal Design criteria for accessibility. In addition, five of the units will benefit from Section 8 Project Based Voucher rental assistance. The project will also include an accessible community room for residents. Housing Partnerships, Inc. (“HPI”), a Williamsburg-based nonprofit organization focused on housing improvement, and in operation since 1985, is the project sponsor and developer. HPI will retain an experienced, VHDA-certified property manager for the project, and the firm will be chosen before construction closing.

HPI and its to-be-selected property manager will coordinate marketing efforts for the project throughout the Williamsburg/James City County region. Marketing efforts will be documented, and will include marketing both to persons with developmental disabilities and provide a first leasing preference to members of other targeted populations having state rental assistance and identified in inter-agency MOUs, and referred to the development by an Authority-approved referral agency, such as a Community Service Board.

The project’s fully accessible units will be set aside for persons with disabilities for 60 days, and marketing efforts undertaken during this time will be documented. If any of the units become vacant after initial occupancy, these units will again be set aside and marketed for households with disabilities.

Marketing efforts for accessible apartments will include the following:

- Advertising their availability on [www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)
- Notifying the James City County Office of Housing, that manages the local Section 8 Housing Choice Voucher program/waitlist.
- Notifying Colonial Behavioral Health, the local Community Services Board serving the James City County, Poquoson, Williamsburg and York County region, and assists persons with ID/DD in independent living/residential support in addition to broader social services assistance.
- Notifying additional local organization(s) who work with person(s) who may need accessible apartment units.

A more detailed marketing plan will be prepared once a property manager is selected and construction is underway.

2019-C-29

Powhatan Terrace Townhomes

Marketing Plan for Tab X

Contacts:

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