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# 2021 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 **12:00 PM**  
Richmond, VA Time On **March 18, 2021**

#### 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  
601 South Belvidere Street  
Richmond, Virginia 23220-6500

## INSTRUCTIONS FOR THE VIRGINIA 2021 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 **12:00 PM** Richmond Virginia time on **March 18, 2021**. 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:**

**Virginia Housing only accepts files via our work center sites on Procorem. Contact [TaxCreditApps@virginiahousing.com](mailto:TaxCreditApps@virginiahousing.com) for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the Virginia Housing LIHTC Allocation Department staff.**

### Disclaimer:

Virginia Housing 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 Virginia Housing.

### 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 Virginia Housing LIHTC Allocation Department. Please note that we cannot release the copy protection password.

### Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	<a href="mailto: johndavid.bondurant@virginiahousing.com">johndavid.bondurant@virginiahousing.com</a>	(804) 343-5725
Sheila Stone	<a href="mailto: sheila.stone@virginiahousing.com">sheila.stone@virginiahousing.com</a>	(804) 343-5582
Stephanie Flanders	<a href="mailto: stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Phil Cunningham	<a href="mailto: phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Pamela Freeth	<a href="mailto: pamela.freeth@virginiahousing.com">pamela.freeth@virginiahousing.com</a>	(804) 343-5563
Aniyah Moaney	<a href="mailto: aniyah.moaney@virginiahousing.com">aniyah.moaney@virginiahousing.com</a>	(804) 343-5518

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## 2021 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 Virginia Housing's point system of ranking applications, and may assist Virginia Housing in its determination of the appropriate amount of credits that may be reserved for the development.

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

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/10/2021

1. Development Name: The View at Broadlands
2. Address (line 1): TBD Mooreview Parkway  
 Address (line 2):   
 City: Ashburn State: VA Zip: 20148
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 Loudoun 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: 6110.22
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** ..... TRUE
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: 10
- Planning District: 8
- State Senate District: 33
- State House District: 32

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

[Link to Virginia Housing'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

The View at Broadlands is a proposed new construction affordable community located in Loudoun County. The development will contain 93 units with a mix of 1, 2 and 3 bedroom units. The development is located within walking distance to a new metro station that will greatly benefit the tenants with access to high quality public transportation.

VHDA TRACKING NUMBER

2021-TEB-80

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/10/2021

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:

Chief Executive Officer's Name: Tim Hemstreet  
 Chief Executive Officer's Title: County Administrator Phone: (703) 777-0200  
 Street Address: 1 Harrison Street, SE, 5th Floor  
 City: Leesburg State: VA Zip: 20177

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Rebekah King, Housing Finance Project Manager

- 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:

or

b. If requesting Tax Exempt Bonds, select development type:

For Tax Exempt Bonds, where are bonds being issued?

**ACTION:** Provide Inducement Resolution at **TAB Y** (if available)

**Skip to Number 4 below.**

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

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2021.

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, 2021, 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 2021 credits pursuant to Section 42(h)(1)(E).

**3. Select Building Allocation type:**

**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?

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

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)

Name of companion development:

a. Has the developer met with Virginia Housing regarding the 4% tax exempt bond deal?

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?

Total Units within 4% Tax Exempt allocation Request?

Total Units:

% of units in 4% Tax Exempt Allocation Request:

**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:**

**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: Virginia Housing 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 Virginia Housing 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: View Broadlands VA LLC

Developer Name: Fitch Irick Partners

Contact: M/M ▶ Mr. First: Charles MI: F Last: Irick

Address: 1515 Mockingbird Lane, Suite 1010

City: Charlotte St. ▶ NC Zip: 28209

Phone: (980) 335-2032 Ext.  Fax:

Email address: charlie@fitchirick.com

Federal I.D. No.  (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.  
Hollis M Fitch, hollis@fitchirick.com, 980-335-2039

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) (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
Hollis M Fitch	(704) 335-9112	Manager	17.340%
Charles F Irick, JR	(704) 335-9113	Manager	17.340%
Ira M Slomka	(704) 335-9114	Manager	4.080%
Casey Stansbury	(704) 335-9115	Manager	2.040%
Opal Holdings LP	(704) 335-9116	Member	10.020%
Van Metre Principals (see attached org chart)		Member	49.000%
			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.



**C. OWNERSHIP INFORMATION**

- ACTION:**
- a. Provide Principals' Previous Participation Certification (**Mandatory TAB C**)
  - 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. .... **TRUE**  
**Action:** Must be included on Virginia Housing 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 Virginia Housing 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 Virginia Housing 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):

Select Type:  Purchase Contract  
 Expiration Date: 7/31/2021

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 Virginia Housing. See QAP for further details.

**ACTION:** Provide documentation and most recent real estate tax assessment - **Mandatory TAB E**

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..... 7/31/2021 .
- 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**.)

**D. SITE CONTROL**

**3. Seller Information:**

Name: Van Metre Broadlands Metro Apartments LLC

Address: 9900 Main Steet Suite 500

City: Fairfax St.: VA Zip:

Contact Person: Roy Barnett Phone:

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

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>
See Van Metre side or Org Chart			49.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

**E. DEVELOPMENT TEAM INFORMATION**

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

- |                          |  |                           |                |
|--------------------------|--|---------------------------|----------------|
| 1. Tax Attorney:         |  | This is a Related Entity. | <u>FALSE</u>   |
| Firm Name:               |  |                           |                |
| Address:                 |  |                           |                |
| Email:                   |  | Phone:                    |                |
| 2. Tax Accountant:       | Tim Smith  | This is a Related Entity. | <u>FALSE</u>   |
| Firm Name:               | Bernard Robinson & Company LLP                         |                           |                |
| Address:                 | 1501 Highwoods Blvd. Suite 300, Greensboro, NC 27410   |                           |                |
| Email:                   | tsmith@brccpa.com                                      | Phone:                    | (336) 232-4410 |
| 3. Consultant:           | Ryne Johnson   | This is a Related Entity. | <u>FALSE</u>   |
| Firm Name:               | Astoria, LLC   | Role:                     |                |
| Address:                 | 3450 Lady Marian Ct. Midlothian VA, 23113              |                           |                |
| Email:                   | rynejohnson@astoriallc.com                             | Phone:                    | (84) 320-0585  |
| 4. Management Entity:    | Tami Fossum  | This is a Related Entity. | <u>TRUE</u>    |
| Firm Name:               | GEM Managemnt LLC                                      |                           |                |
| Address:                 | 2021 Crossbeam Road, Charlotte, NC 28217               |                           |                |
| Email:                   | tami@gemmanagement.net                                 | Phone:                    | (704) 357-6000 |
| 5. Contractor:           |  | This is a Related Entity. | <u>FALSE</u>   |
| Firm Name:               |  |                           |                |
| Address:                 |  |                           |                |
| Email:                   |  | Phone:                    |                |
| 6. Architect:            | Fred Legates   | This is a Related Entity. | <u>FALSE</u>   |
| Firm Name:               | Poole and Poole  |                           |                |
| Address:                 | 3736 Winterfield Road, Suite 102, Midlothian, VA 23113 |                           |                |
| Email:                   | flegates@urban-ltd.com                                 | Phone:                    | (804) 225-0215 |
| 7. Real Estate Attorney: |  | This is a Related Entity. | <u>FALSE</u>   |
| Firm Name:               |  |                           |                |
| Address:                 |  |                           |                |
| Email:                   |  | Phone:                    |                |
| 8. Mortgage Banker:      | Ryne Johnson   | This is a Related Entity. | <u>FALSE</u>   |
| Firm Name:               | Astoria, LLC   |                           |                |
| Address:                 | 3450 Lady Marian Ct. Midlothian VA, 23113              |                           |                |
| Email:                   | rynejohnson@astoriallc.com                             | Phone:                    | (804) 320-0585 |
| 9. Other:                |  | This is a Related Entity. | <u>FALSE</u>   |
| 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 Virginia Housing 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 Virginia Housing 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)

F. REHAB INFORMATION

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

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**

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 0.0%

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

A. FALSE 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:**

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)**

**NOTE:** Applicant waives the right to pursue a Qualified Contract.



**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	93	bedrooms	157
Total number of <b>rental</b> units in development	93	bedrooms	157
Number of low-income rental units	93	bedrooms	157
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	93	bedrooms	157
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.....			136,952.00 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			46,615.00 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			90,337.00 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....			100.00%
i. Exact area of site in acres .....	2.800		
j. Locality has approved a final site plan or plan of development.....			FALSE
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
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.

**H. STRUCTURE AND UNITS INFORMATION**

**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
Eff - Garden	0.00	SF	0	0
1BR Garden	938.65	SF	37	37
2BR Garden	1332.12	SF	48	48
3BR Garden	1589.91	SF	8	8
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			93	93

**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)..... 1
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: \_\_\_\_\_
- f. Development 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

**H. STRUCTURE AND UNITS INFORMATION**

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

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

h. Development contains an elevator(s). **TRUE**

If true, # of Elevators. **2**

Elevator Type (if known) **Electric Traction MRL**

i. Roof Type **▶ Flat**

j. Construction Type **▶ Frame**

k. Primary Exterior Finish **▶ Brick**

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

a. Business Center.....	FALSE	f. Limited Access.....	FALSE
b. Covered Parking.....	TRUE	g. Playground.....	FALSE
c. Exercise Room.....	TRUE	h. Pool.....	TRUE
d. Gated access to Site.....	FALSE	i. Rental Office.....	TRUE
e. Laundry facilities.....	TRUE	j. Sports Activity Ct..	FALSE
		k. Other:	

l. Describe Community Facilities: **[Empty Field]**

m. Number of Proposed Parking Spaces..... **126**

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**).

**H. STRUCTURE AND UNITS INFORMATION**

**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 Virginia Housing'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	8.70%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	8.70%
Project Wide Absorption Period (Months)	4

**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 RESNET rater certification (**TAB F**)

**ACTION:** Provide Internet Safety Plan and Resident Information Form (Tab W) if options selected below.

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

New Constr.
----------------

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 35.00% 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.
- TRUE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- FALSE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- 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.
- FALSE 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
- FALSE 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. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- 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.
- FALSE 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.

J. ENHANCEMENTS

from face of building and a minimum size of 30 square feet.

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

- 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:

- |                                |  |                                |  |
|--------------------------------|--|--------------------------------|--|
| <input type="checkbox"/> FALSE | Earthcraft Gold or higher certification        | <input type="checkbox"/> FALSE | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE | U.S. Green Building Council LEED certification | <input type="checkbox"/> FALSE | 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.)

- |                                |                                     |                                |                         |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input type="checkbox"/> FALSE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|

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


- FALSE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.

- 0 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:  
0% of Total Rental Units

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

If not, please explain:

[Empty text box for explanation]



**Architect of Record initial here that the above information is accurate per certification statement within this application.**

**I. UTILITIES**

1. Utilities Types:

- a. Heating Type Heat Pump
- b. Cooking Type Electric
- c. AC Type Central Air
- d. Hot Water Type Electric

2. Indicate True if the following services will be included in Rent:

- |                 |              |                      |              |
|-----------------|--------------|----------------------|--------------|
| Water?.....     | <u>FALSE</u> | Heat?.....           | <u>FALSE</u> |
| Hot Water?..... | <u>FALSE</u> | AC?.....             | <u>FALSE</u> |
| Lighting?.....  | <u>FALSE</u> | Sewer?.....          | <u>FALSE</u> |
| Cooking? .....  | <u>FALSE</u> | Trash Removal? ..... | <u>TRUE</u>  |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	16	20	25	0
Air Conditioning	0	4	5	6	0
Cooking	0	6	7	9	0
Lighting	0	28	32	36	0
Hot Water	0	14	18	23	0
Water	0	20	25	32	0
Sewer	0	27	36	51	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$115	\$143	\$182	\$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 Virginia Housing housing choice voucher program utility schedule shown on VirginiaHousing.com should not be used unless directed to do so by the local housing authority.

**K. SPECIAL HOUSING NEEDS**

**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**)

**FALSE**

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 requirements of section 504 of the Rehabilitation Act.**

 **Architect of Record initial here that the above information is accurate per certification statement within this application.**



K. SPECIAL HOUSING NEEDS

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
- 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, Virginia Housing 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 and Unit Delivery Schedule (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 waiting list: Loudoun County

Contact person: Janelle Beverly

Title: Housing Choice Voucher Program Manager

Phone Number: (703) 737-8213

Action: Provide required notification documentation (TAB L)

b. Leasing preference will be given to individuals and families with children..... FALSE (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: 8 % of total Low Income Units 9%

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

**K. SPECIAL HOUSING NEEDS**

**3. Target Population Leasing Preference**

Unless prohibited by an applicable federal subsidy program, each applicant shall commit to provide a leasing preference to individuals (i) in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth, (ii) having a voucher or other binding commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference shall not be applied to more than ten percent (10%) of the units in the development at any given time. The applicant may not impose tenant selection criteria or leasing terms with respect to individuals receiving this preference that are more restrictive than the applicant’s tenant selection criteria or leasing terms applicable to prospective tenants in the development that do not receive this preference, the eligibility criteria for the rental assistance from the Commonwealth, or any eligibility criteria contained in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.

**Primary Contact for Target Population leasing preference.** The agency will contact as needed.

First Name: Tami

Last Name: Fossum

Phone Number: (704) 357-6000

Email: tfossom@gemmanagement.net

**4. Rental Assistance**

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

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

FALSE Section 8 Project Based Assistance

FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers

\*Administering Organization: \_\_\_\_\_

FALSE State Assistance

\*Administering Organization: \_\_\_\_\_

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

**K. SPECIAL HOUSING NEEDS**

c. The Project Based vouchers above are applicable to the 30% units seeking points.

FALSE

i. If True above, how many of the 30% units will not have project based vouchers?

0

d. Number of units receiving assistance:

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			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
0	0.00%	40% Area Median	0%
10	10.75%	50% Area Median	500%
76	81.72%	60% Area Median	4560%
7	7.53%	70% Area Median	490%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
93	100.00%	<b>Total</b>	59.68%


Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
0	0.00%	40% Area Median	0%
10	10.75%	50% Area Median	500%
76	81.72%	60% Area Median	4560%
7	7.53%	70% Area Median	490%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
93	100.00%	<b>Total</b>	59.68%

- b. The development plans to utilize average income..... **TRUE**  
 If true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compliance?  
 20-30% Levels **FALSE**      40% Levels **FALSE**      50% levels **FALSE**

**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.

 Architect of Record initial here that the information below is accurate per certification statement within this application.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	70% AMI	3		776.00	\$1,530.00	\$4,590
Mix 2	1 BR - 1 Bath	60% AMI	22	1	776.00	\$1,300.00	\$28,600
Mix 3	1 BR - 1 Bath	60% AMI	4		776.00	\$1,300.00	\$5,200
Mix 4	1 BR - 1 Bath	60% AMI	3		776.00	\$1,300.00	\$3,900
Mix 5	1 BR - 1 Bath	60% AMI	1		776.00	\$1,300.00	\$1,300
Mix 6	1 BR - 1 Bath	50% AMI	1		641.00	\$1,065.00	\$1,065
Mix 7	1 BR - 1 Bath	50% AMI	1		641.00	\$1,065.00	\$1,065
Mix 8	1 BR - 1 Bath	50% AMI	1		641.00	\$1,065.00	\$1,065
Mix 9	1 BR - 1 Bath	50% AMI	1		641.00	\$1,065.00	\$1,065
Mix 10	2 BR - 2 Bath	70% AMI	3		1124.00	\$1,835.00	\$5,505
Mix 11	2 BR - 2 Bath	60% AMI	15	1	1124.00	\$1,550.00	\$23,250
Mix 12	2 BR - 2 Bath	60% AMI	6		1031.00	\$1,550.00	\$9,300
Mix 13	2 BR - 2 Bath	60% AMI	7		1031.00	\$1,550.00	\$10,850
Mix 14	2 BR - 2 Bath	60% AMI	3		1031.00	\$1,550.00	\$4,650
Mix 15	2 BR - 2 Bath	60% AMI	1		1031.00	\$1,550.00	\$1,550
Mix 16	2 BR - 2 Bath	60% AMI	7		1198.00	\$1,550.00	\$10,850

L. UNIT DETAILS

Mix 17	2 BR - 2 Bath	60% AMI	1		1198.00	\$1,550.00	\$1,550
Mix 18	2 BR - 2 Bath	50% AMI	1		890.00	\$1,270.00	\$1,270
Mix 19	2 BR - 2 Bath	50% AMI	1		890.00	\$1,270.00	\$1,270
Mix 20	2 BR - 2 Bath	50% AMI	1		908.00	\$1,270.00	\$1,270
Mix 21	2 BR - 2 Bath	50% AMI	1		914.00	\$1,270.00	\$1,270
Mix 22	2 BR - 2 Bath	50% AMI	1		908.00	\$1,270.00	\$1,270
Mix 23	3 BR - 2 Bath	70% AMI	1		1289.00	\$2,100.00	\$2,100
Mix 24	3 BR - 2 Bath	60% AMI	3	1	1289.00	\$1,780.00	\$5,340
Mix 25	3 BR - 2 Bath	60% AMI	1		1289.00	\$1,780.00	\$1,780
Mix 26	3 BR - 2 Bath	60% AMI	2		1289.00	\$1,780.00	\$3,560
Mix 27	3 BR - 2 Bath	50% AMI	1		1289.00	\$1,450.00	\$1,450
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
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Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0

**L. UNIT DETAILS**

Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
Mix 78								\$0
Mix 79								\$0
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>			93	3				\$135,935

<b>Total Units</b>	<b>93</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>90,337.00</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>90,337.00</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$2,400
2. Office Salaries			\$0
3. Office Supplies			\$3,000
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$78,809
	<u>5.00%</u> of EGI	<u>\$847.41</u>	Per Unit
6. Manager Salaries			\$125,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$500
9. Auditing			\$3,000
10. Bookkeeping/Accounting Fees			\$3,000
11. Telephone & Answering Service			\$2,400
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$0
<b>Total Administrative</b>			<b>\$218,109</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$30,000
16. Water			\$28,000
17. Gas			\$0
18. Sewer			\$0
<b>Total Utility</b>			<b>\$58,000</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$18,000
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$2,565
23. Trash Removal			\$20,000
24. Security Payroll/Contract			\$5,000
25. Grounds Payroll			\$0
26. Grounds Supplies			\$1,000
27. Grounds Contract			\$15,000
28. Maintenance/Repairs Payroll			\$65,000
29. Repairs/Material			\$10,000
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$6,000
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$6,000
34. Snow Removal			\$2,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$0
<b>Totals Operating &amp; Maintenance</b>			<b>\$150,565</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$130,200
39. Payroll Taxes	\$15,200
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$30,225
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$21,600
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$197,225</b>

<b>Total Operating Expense</b>	<b>\$623,899</b>
--------------------------------	------------------

<b>Total Operating Expenses Per Unit</b>	<b>\$6,709</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>39.58%</b>
--	----------------	--	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$27,900</b>
---	-----------------

<b>Total Expenses</b>	<b>\$651,799</b>
-----------------------	------------------

**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.



**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	12/30/2020	Charlie Irick
b. Site Acquisition	7/31/2021	Charlie Irick
c. Zoning Approval	12/15/2021	Charlie Irick
d. Site Plan Approval		
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	12/30/2020	Charlie Irick
ii. Conditional Commitment		
iii. Firm Commitment		
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	12/30/2020	Charlie Irick
ii. Conditional Commitment		
iii. Firm Commitment		
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	12/30/2020	Charlie Irick
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>	12/16/2020	Shelly Lane
<b>3. IRS Approval of Nonprofit Status</b>		
<b>4. Closing and Transfer of Property to Owner</b>	7/31/2021	Charlie Irick
<b>5. Plans and Specifications, Working Drawings</b>	12/30/2020	Fred Legates
<b>6. Building Permit Issued by Local Government</b>		
<b>7. Start Construction</b>	8/15/2021	Charlie Irick
<b>8. Begin Lease-up</b>	8/15/2021	Tami Fossum
<b>9. Complete Construction</b>	10/15/2021	Charlie Irick
<b>10. Complete Lease-Up</b>	12/15/2021	Tami Fossum
<b>11. Credit Placed in Service Date</b>		

**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.

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>1. Contractor Cost</b>				
a. Unit Structures (New)	13,366,282	0	13,366,282	0
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>	13,366,282	0	13,366,282	0
f. Earthwork	500,000	0	500,000	0
g. Site Utilities	200,000	0	200,000	0
h. Roads & Walks	250,000	0	250,000	0
i. Site Improvements	550,000	0	550,000	0
j. Lawns & Planting	30,688	0	30,688	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	400,000	0	400,000	0
p. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	1,930,688	0	1,930,688	0
<b>Total Structure and Land</b>	15,296,970	0	15,296,970	0
q. General Requirements	1,241,507	0	1,241,507	0
r. Builder's Overhead ( 1.6% Contract)	250,000	0	250,000	0
s. Builder's Profit ( 4.2% Contract)	647,903	0	647,903	0
t. Bonds	101,984	0	101,984	0
u. Building Permits	28,110	0	28,110	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: SWPP Inspections	75,000	0	75,000	0
y. Other 2: Contingency	960,811	0	960,811	0
z. Other 3:	0	0	0	0
<b>Contractor Costs</b>	<b>\$18,602,285</b>	<b>\$0</b>	<b>\$18,602,285</b>	<b>\$0</b>

**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	75,000	0	75,000	
b. Architecture/Engineering Design Fee \$4,000 /Unit)	372,000	0	372,000	
c. Architecture Supervision Fee \$806 /Unit)	75,000	0	75,000	
d. Tap Fees	965,610	0	965,610	
e. Environmental	15,000	0	15,000	
f. Soil Borings	20,000	0	20,000	
g. Green Building (Earthcraft, LEED, etc.)	35,000	0	35,000	0
h. Appraisal	15,000	0	15,000	
i. Market Study	10,000	0	10,000	
j. Site Engineering / Survey	120,000	0	120,000	
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	178,125	0	178,125	0
n. Construction Interest ( 0.0% for 0 months)	700,000	0	550,000	
o. Taxes During Construction	90,000	0	90,000	0
p. Insurance During Construction	250,000	0	250,000	
q. Permanent Loan Fee ( 0.0% )	80,000	0	0	0
r. Other Permanent Loan Fees		0	0	0
s. Letter of Credit	335,000	0	335,000	0
t. Cost Certification Fee	3,000	0	0	0
u. Accounting	10,000	0	10,000	0
v. Title and Recording	95,000	0		
w. Legal Fees for Closing	165,000	0	165,000	
x. Mortgage Banker	90,000	0		
y. Tax Credit Fee	69,720			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	75,000	0	75,000	
ab. Organization Costs	55,000	0		0
ac. Operating Reserve	775,000	0		0
ad. Contingency		0		
ae. Security	30,000	0	30,000	0
af. Utilities	30,000	0	30,000	0

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: Monitoring/Lease Up	123,825	0		
(2) Other* specify:		0		
(3) Other* specify: County Inspections	95,000	0	95,000	
(4) Other* specify:		0	0	
(5) Other* specify:		0	0	
(6) Other* specify:		0		
(7) Other* specify: Other Application Fees	15,616	0		
(8) Other* specify: Marketing	46,500	0	0	0
(9) Other* specify:	0	0	0	0
(10) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$5,014,396</b>	<b>\$0</b>	<b>\$3,510,735</b>	<b>\$0</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$23,616,681</b>	<b>\$0</b>	<b>\$22,113,020</b>	<b>\$0</b>
<b>3. Developer's Fees</b>	<b>2,430,000</b>	<b>0</b>	<b>2,430,000</b>	
<b>Action:</b> Provide Developer Fee Agreement (Tab A)				
<b>4. Owner's Acquisition Costs</b>				
Land	1,395,000			
Existing Improvements	0	0		
Subtotal 4:	\$1,395,000	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$27,441,681	\$0	\$24,543,020	\$0

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**)

	<b>Land</b>
\$0	<b>Building</b>

**Maximum Developer Fee: \$2,430,934**

Proposed Development's Cost per Sq Foot \$190 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$390

**2021 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	
<b>1. Total Development Costs</b>	27,441,681	0	24,543,020	0
<b>2. Reductions in Eligible Basis</b>				
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
<b>3. Total Eligible Basis (1 - 2 above)</b>		0	24,543,020	0
<b>4. Adjustment(s) to Eligible Basis</b> (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>			24,543,020	0
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)		0	24,543,020	0
<b>7. Applicable Percentage</b> <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		0.00%	4.00%	4.00%
<b>8. Maximum Allowable Credit under IRC §42</b> (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$0	\$981,721	\$0
			\$981,721 Combined 30% & 70% P. V. Credit	

**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. VHDA	12/30/20		\$17,548,657	
2.				
3.				
Total Construction Funding:			\$17,548,657	

**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 Taxable	12/30/2020		\$12,938,657	\$632,728	3.40%	35.00	35.00
2. VHDA REACH	12/30/2020		\$1,860,000	\$85,277	2.95%	35.00	35.00
3. Loudoun Amazon	12/30/2020		\$2,750,000	\$85,663	0.50%	35.00	35.00
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$17,548,657	\$803,668			

**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.				
2.				
3.				
4.				
5.				
6.				
Total Permanent Grants:			\$0	

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.			
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$0

**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

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$14,798,567
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$0
g.	HOME Funds	\$0
h.	Other: Loudoun County Amazon	\$2,750,000
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:	

\*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.

**Q. SOURCES OF FUNDS**

**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: **57.05%**

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

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

[Empty text box for describing credit enhancements]

**8. Other Subsidies** **Action:** Provide documentation (**Tab Q**)

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

b. **FALSE** **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.

c. **FALSE** Other [Empty text box]

9. A HUD approval for transfer of physical asset is required..... **FALSE**



**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	\$861,192	(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0	

**ACTION:** If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at **TAB A.**

<b>Equity Total</b>	<b>\$861,192</b>
---------------------	------------------

**2. Equity Gap Calculation**

a. Total Development Cost	\$27,441,681
b. Total of Permanent Funding, Grants and Equity	- \$18,409,849
c. Equity Gap	\$9,031,832
d. Developer Equity	- \$900
e. Equity gap to be funded with low-income tax credit proceeds	\$9,030,932

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

a. Actual or Anticipated Name of Syndicator:	TBD		
Contact Person:		Phone:	
Street Address:			
City:		State:	
		Zip:	

b. Syndication Equity

i. Anticipated Annual Credits	\$981,721.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.920
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)	\$0
v. Net credit amount anticipated by user of credits	\$981,623
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$9,030,932

c. Syndication:	Private
d. Investors:	Corporate

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs	\$9,030,932
---	-------------

**5. Net Equity Factor**

Must be equal to or greater than 85%	92.0000202045%
--------------------------------------	----------------

**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 Virginia Housing to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, Virginia Housing at all times retains the right to substitute such information and assumptions as are determined by Virginia Housing 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 Virginia Housing for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$27,441,681</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$18,409,849</u>
3. Equals Equity Gap		<u>\$9,031,832</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>92.0000202045%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$9,817,207</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$981,721</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$981,721</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$981,721</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$10,556.1398</u>	
Credit per LI Bedroom	<u>\$6,253.0000</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$981,721</b>

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		\$135,935
Plus Other Income Source (list):	NSF/Late Fees	\$2,325
Equals Total Monthly Income:		\$138,260
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,659,120
Less Vacancy Allowance	5.0%	\$82,956
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$1,576,164</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):		\$0
Equals Total Monthly Income:		\$0
Twelve Months		x12
Equals Annual Gross Potential Income		\$0
Less Vacancy Allowance	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	\$1,576,164
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$1,576,164
d.	Total Expenses	\$651,799
e.	Net Operating Income	\$924,365
f.	Total Annual Debt Service	\$803,668
g.	Cash Flow Available for Distribution	\$120,697

## T. CASH FLOW

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,576,164	1,607,687	1,639,841	1,672,638	1,706,091
Less Oper. Expenses	651,799	671,353	691,494	712,238	733,606
Net Income	924,365	936,334	948,347	960,399	972,485
Less Debt Service	803,668	803,668	803,668	803,668	803,668
Cash Flow	120,697	132,666	144,679	156,731	168,817
Debt Coverage Ratio	1.15	1.17	1.18	1.20	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,740,212	1,775,017	1,810,517	1,846,727	1,883,662
Less Oper. Expenses	755,614	778,282	801,631	825,679	850,450
Net Income	984,599	996,735	1,008,886	1,021,048	1,033,212
Less Debt Service	803,668	803,668	803,668	803,668	803,668
Cash Flow	180,931	193,067	205,218	217,380	229,544
Debt Coverage Ratio	1.23	1.24	1.26	1.27	1.29

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,921,335	1,959,762	1,998,957	2,038,936	2,079,715
Less Oper. Expenses	875,963	902,242	929,310	957,189	985,904
Net Income	1,045,372	1,057,520	1,069,648	1,081,747	1,093,810
Less Debt Service	803,668	803,668	803,668	803,668	803,668
Cash Flow	241,704	253,852	265,980	278,079	290,142
Debt Coverage Ratio	1.30	1.32	1.33	1.35	1.36

Estimated Annual Percentage Increase in Revenue	2.00% (Must be < 2%)
Estimated Annual Percentage Increase in Expenses	3.00% (Must be > 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: 1

Total Qualified Basis should equal total on Elig Basis Tab

**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.	TBD	93		TBD		Ashburn	VA	20148				\$0	\$24,210,084	10/15/22	4.00%	\$968,403					\$0	
2.												\$0				\$0					\$0	
3.												\$0				\$0					\$0	
4.												\$0				\$0					\$0	
5.												\$0				\$0					\$0	
6.												\$0				\$0					\$0	
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.												\$0				\$0					\$0	
		93	0																			
Totals from all buildings								\$0				\$24,210,084				\$968,403					\$0	

**Number of BINS: 1**

**V. STATEMENT OF OWNER**

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 Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing'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 Virginia Housing 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 Virginia Housing 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 Virginia Housing 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 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, Virginia Housing 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 Virginia Housing 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 Virginia Housing at its sole discretion.

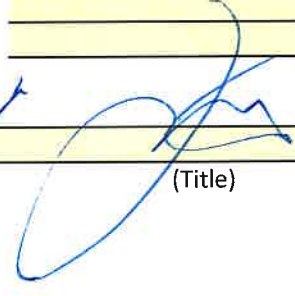
V. STATEMENT OF OWNER

- 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 Virginia Housing 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 Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, 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: View Broadlands VA LLC

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

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

Manager (Title)

**V. STATEMENT OF ARCHITECT**

The architect signing this document is certifying that the development plans and specifications incorporate all Virginia Housing Minimum Design and Construction Requirements (MDCR), selected LIHTC enhancements and amenities, applicable building codes and accessibility requirements.

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 Architect:	Michael R. Pool
Virginia License#:	0401011493
Architecture Firm or Company:	Poole and Poole Architects

By: 

Its: Principal, CEO  
(Title)

Initials by Architect are also required on the following Tabs: Enhancement, Special Housing Needs and Unit Details.



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 Virginia Housing'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. Virginia Housing reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

**MANDATORY ITEMS:**

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
<b>Total:</b>			<b>0.00</b>

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 or 40	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
<b>Total:</b>			<b>15.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	30.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
<b>Total:</b>			<b>55.00</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			30.50
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 60	0.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
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 Virginia Housing's Universal Design standards	0%	Up to 15	0.00
h. Developments with less than 100 units	Y	up to 20	2.80
i. Historic Structure	N	0 or 5	0.00
	<b>Total:</b>		<b>43.30</b>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$126,000	\$62,300

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	8.60%	Up to 15	0.00
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)	0.00%	Up to 10	0.00
e. Units with rent and income at or below 50% of AMI	10.75%	Up to 50	10.75
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	10.75%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	10.75%	Up to 50	0.00
	<b>Total:</b>		<b>10.75</b>

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	Y	0 or 50	50.00
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 Virginia Housing	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
	<b>Total:</b>		<b>50.00</b>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	145.65
b. Cost per unit		Up to 100	28.28
	<b>Total:</b>		<b>173.93</b>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	N	0 or 60	0.00
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
	<b>Total:</b>		<b>0.00</b>

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

**TOTAL SCORE: 347.98**

**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	12.50
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
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	0.00
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	0.00
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	0.00
		<u>30.50</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>30.50</u></b>

X. Development Summary

Summary Information

2021 Low-Income Housing Tax Credit Application For Reservation

**Deal Name:** The View at Broadlands

**Cycle Type:** 4% Tax Exempt Bonds Credits  
**Allocation Type:** N/A  
**Total Units:** 93  
**Total LI Units:** 93  
**Project Gross Sq Ft:** 136,952.00  
**Green Certified?:** FALSE

**Requested Credit Amount:** \$981,721  
**Jurisdiction:** Loudoun County  
**Population Target:** General  
**Owner Contact:** Charles Irick

<b>Total Score</b> 347.98
------------------------------

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$17,548,657	\$188,695	\$128	\$803,668

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$15,296,970	\$164,484	\$112	55.74%
General Req/Overhead/Profit	\$2,139,410	\$23,004	\$16	7.80%
Other Contract Costs	\$1,165,905	\$12,537	\$9	4.25%
Owner Costs	\$5,014,396	\$53,918	\$37	18.27%
Acquisition	\$1,395,000	\$15,000	\$10	5.08%
Developer Fee	\$2,430,000	\$26,129	\$18	8.86%
<b>Total Uses</b>	<b>\$27,441,681</b>	<b>\$295,072</b>		

Total Development Costs	
Total Improvements	\$23,616,681
Land Acquisition	\$1,395,000
Developer Fee	\$2,430,000
<b>Total Development Costs</b>	<b>\$27,441,681</b>

Income		
Gross Potential Income - LI Units		\$1,659,120
Gross Potential Income - Mkt Units		\$0
Subtotal		\$1,659,120
Less Vacancy %	5.00%	\$82,956
<b>Effective Gross Income</b>		<b>\$1,576,164</b>

**Proposed Cost Limit/Sq Ft:** \$190  
**Applicable Cost Limit/Sq Ft:** \$390

**Rental Assistance?** FALSE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	37
# of 2BR	48
# of 3BR	8
# of 4+ BR	0
<b>Total Units</b>	<b>93</b>

Expenses		
Category	Total	Per Unit
Administrative	\$218,109	\$2,345
Utilities	\$58,000	\$624
Operating & Maintenance	\$150,565	\$1,619
Taxes & Insurance	\$197,225	\$2,121
<b>Total Operating Expenses</b>	<b>\$623,899</b>	<b>\$6,709</b>
Replacement Reserves	\$27,900	\$300
<b>Total Expenses</b>	<b>\$651,799</b>	<b>\$7,009</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	10	10
60% AMI	76	76
>60% AMI	7	7
Market	0	0

Cash Flow	
EGI	\$1,576,164
Total Expenses	\$651,799
<b>Net Income</b>	<b>\$924,365</b>
Debt Service	\$803,668
<b>Debt Coverage Ratio (YR1):</b>	<b>1.15</b>

**Income Averaging?** TRUE

**Extended Use Restriction?** 30

**2021 Low-Income Housing Tax Credit Application For Reservation**

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Virginia Housing is running a BETA test of new EUR calculations that will be considered for implementation in 2022. These points are only a test and will not be used for scoring purposes in 2021. Please contact [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com) with questions or comments.

**Credit Points:**

If the Combined Max Allowable is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 200 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 200. In this example,  $(40\%/60\%) \times 200$  or 133.33 points.

<b>Using Current E-U-R method (up to 200)</b>		145.65
<b>Using proposed method:</b>		
Combined Max	\$981,721	
Credit Requested	\$981,721	
% of Savings	0.00%	
Sliding Scale Points		0
<i>Difference</i>		-145.65

**Cost Points:**

If the Applicable Cost by Square foot is \$238 and the deal’s Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 credit points.

For another example, the Applicable Cost by SqFt is \$238 and the deal’s Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example,  $(35.7\%/50\%) \times 100$  or 71.40 points.

<b>Using Current E-U-R method (up to 100)</b>		28.28
<b>Using proposed method:</b>		
Total Costs Less Acquisition	\$26,046,681	
Total Square Feet	136,952.00	
Proposed Cost per SqFt	\$190.19	
Applicable Cost Limit per Sq Ft	\$390.00	
% of Savings	51.23%	
Sliding Scale Points		100.00
<i>Difference</i>		71.72

\$/SF = **\$269.06** Credits/SF = **8.813281** Const \$/unit = **\$200,024.5699**

TYPE OF PROJECT GENERAL = 11000; ELDERLY = 12000  
 LOCATION Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600  
 TYPE OF CONSTRUCTION N C=1; ADPT=2; REHAB(35,000+)=3; REHAB (15,000-35,000)=4

**11000**  
**100**  
**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
AVG UNIT SIZE	0.00	938.65	1,332.12	1,589.91	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	37	48	8	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	381,600	477,000	556,739	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	381,600	477,000	556,739	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	381,600	477,000	556,739	0	0	0	0
PROJECT COST PER UNIT	0	252,553	358,420	427,781	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	32,595	41,738	47,104	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	32,595	41,738	47,104	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	32,595	41,738	47,104	0	0	0	0
PROJECT CREDIT PER UNIT	0	8,273	11,740	14,012	0	0	0	0
COST PER UNIT POINTS	0.00	13.45	12.83	1.99	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	59.38	74.19	12.09	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **28.28**

TOTAL CREDIT PER UNIT POINTS **145.65**

**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	381,600	477,000	556,739	0	0	0	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>381,600</b>	<b>477,000</b>	<b>556,739</b>	<b>0</b>	<b>0</b>	<b>0</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	32,595	41,738	47,104	0	0	0	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>32,595</b>	<b>41,738</b>	<b>47,104</b>	<b>0</b>	<b>0</b>	<b>0</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	381,600	477,000	556,739	0	0	0	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>381,600</b>	<b>477,000</b>	<b>556,739</b>	<b>0</b>	<b>0</b>	<b>0</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	32,595	41,738	47,104	0	0	0	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>32,595</b>	<b>41,738</b>	<b>47,104</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>





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\$/SF = **\$269.06** Credits/SF = **8.813281** Const \$/unit = **\$200,024.57**

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

**11000**  
**100**  
**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	938.65	1,332.12	1,589.91	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	37	48	8	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	381,600	477,000	556,739	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	381,600	477,000	556,739	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	381,600	477,000	556,739	0	0	0	0
PROJECT COST PER UNIT	0	252,553	358,420	427,781	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	32,595	41,738	47,104	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	32,595	41,738	47,104	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	32,595	41,738	47,104	0	0	0	0
PROJECT CREDIT PER UNIT	0	8,273	11,740	14,012	0	0	0	0
COST PER UNIT POINTS	0.00	13.45	12.83	1.99	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	59.38	74.19	12.09	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **28.28**

TOTAL CREDIT PER UNIT POINTS **145.65**

**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>	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
<b>Adjusted Credit Parameter</b>	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
Standard Parameter - low rise	0	381,600	477,000	556,739	0	0	0	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>	0	381,600	477,000	556,739	0	0	0	0

**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	32,595	41,738	47,104	0	0	0	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>	0	32,595	41,738	47,104	0	0	0	0

**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>	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 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>	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
Standard Cost Parameter - low rise	0	381,600	477,000	556,739	0	0	0	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>	0	381,600	477,000	556,739	0	0	0	0

**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	32,595	41,738	47,104	0	0	0	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>	0	32,595	41,738	47,104	0	0	0	0



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# Partnership or Operating Agreement

Including **chart of ownership structure with percentage of interests** and **draft developer fee agreement**  
(MANDATORY)

OPERATING AGREEMENT  
OF  
VIEW BROADLANDS VA LLC

THIS OPERATING AGREEMENT OF VIEW BROADLANDS VA LLC is made and entered into effective as of the 11th day of March, 2021, by VIEW BROADLANDS VA GP LLC, a Virginia limited liability company (the “Member” and the “Manager”), and VIEW BROADLANDS VA LLC, a Virginia limited liability company (the “Company”).

ARTICLE I  
DEFINITIONS AND GLOSSARY OF TERMS

“Act” shall mean the Virginia Limited Liability Act, as amended from time to time.

“Agreement” shall mean this Operating Agreement as amended from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, or any successor federal revenue law and any final treasury regulations, revenue rulings and revenue procedures thereunder or under any predecessor federal revenue law.

“Company” shall refer to the limited liability company created under this Agreement and the articles of organization.

“Interest” shall mean all of the rights created under this Agreement or under the Act of the Member with respect to the Company and the Company’s assets and property.

“Manager” shall refer to View Broadlands GP, its successors and assigns.

“Member” shall refer to View Broadlands GP, its successors and assigns.

“View Broadlands GP” shall refer to View Broadlands VA GP LLC, a Virginia limited liability company.

Certain other capitalized terms not defined above shall have the meanings given such terms in the Agreement.

ARTICLE II  
FORMATION; NAME; PURPOSES; OFFICE; TERM

SECTION 2.1 Company Formation. The Company has been formed by the filing of its Articles of Organization with the State Corporation Commission of the Commonwealth of Virginia pursuant to the Act on December 17, 2020. The Articles of Organization, as same may be amended by the Member from time to time, is referred to herein as the “Articles”.

SECTION 2.2 Name of Company. The name of the Company shall be View Broadlands VA LLC.

SECTION 2.3 Purposes. The Company may have any lawful purpose as determined by the Member.

SECTION 2.4 Registered Office and Agent; Principal Office. The initial registered office and principal office of the Company in the Commonwealth of Virginia shall be maintained at 1111 East Main Street, Richmond, Virginia 23219, or at such a place in the Commonwealth of Virginia as the Manager shall designate. The initial registered agent at such address shall be Corporation Service Company.

SECTION 2.5 Commencement and Term. The Company shall commence upon the filing of the Articles and shall continue in perpetual existence until dissolved pursuant to this Agreement.

ARTICLE III  
CAPITALIZATION, INTERESTS, LIMITED LIABILITY OF MEMBER,  
RETURN OF CAPITAL AND INTEREST ON CAPITAL

SECTION 3.1 Initial Contributions and Interest. Upon the execution of this Agreement, the Member shall contribute \$100 in cash to the Company and shall receive therefor 100% of the Interest in the Company.

SECTION 3.2 Limited Liability of Member. The Member shall have no personal liability for any debts or losses of the Company beyond its Interest, except as provided by law. Other than as provided in this Agreement and as may be required under the Act, the Member shall not be liable for any debts or losses of capital or profits of the Company or be required to contribute or lend funds to the Company.

SECTION 3.3 Additional Contributions. The Member may make additional capital contributions to the Company as it may determine.

ARTICLE IV  
MANAGEMENT OF THE COMPANY

SECTION 4.1 Management; Identification of Company in Contracts. The parties hereto acknowledge that under the Act, the Company may be either "member-managed" or "manager-managed." The parties hereto desire that the Company be "manager-managed." The management of the Company shall be vested in the Manager. In all contracts, agreements and undertakings of the Company, the Company shall be identified as a limited liability company.

SECTION 4.2 Number, Tenure and Qualifications of Managers. The Manager(s) of the Company may be appointed, removed and replaced from time to time by the Member in its sole discretion. The Manager(s) is not required to be a resident of or entity formed in Virginia or a Member of the Company. The initial Manager of the Company shall be View Broadlands GP.



SECTION 4.3 Exclusive Control of Manager. Subject to the terms and provisions of this Agreement, the Manager shall have exclusive management and control of the affairs of the Company and shall have the power and authority to do all things necessary or appropriate to carry out the purposes of the Company.

SECTION 4.4 Duties of Manager. The Manager will diligently and faithfully devote such time to the management, supervision, and administration of the business and operations of the Company as may be required to carry out the purposes of the Company in accordance with the applicable law. As described in Section 4.5 below, the Manager may appoint officers to assist it in its management of the Company.

SECTION 4.5 Officers. The Company may also have the following officers, who shall be appointed by the Manager, and who shall report to and be responsible to the Manager:

(a) President. The President shall be the chief executive officer of the Company and, as such, shall, subject to the control of the Manager and Member, supervise the management of the Company. Except as otherwise provided in this Agreement, the President may sign any deeds, mortgages, bonds, contracts or other instruments which the Manager has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Manager or the Member to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of chief executive officer and such other duties as may be prescribed by the Manager from time to time. Any action required of or contemplated to be taken by the Manager under this Agreement may be taken by the President unless (i) this Agreement specifically requires the consent or approval of the Member or the Manager; (ii) the Member or the Manager, by resolution or otherwise, has restricted the President's authority to act for the Company in such matter; or (iii) the action is outside the ordinary course of the business of the Company or outside the purposes of the Company as set forth in Section 2.3.

(b) Vice Presidents. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice Presidents, unless otherwise determined by the Manager, shall perform the duties of President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties as may from time to time be assigned to him or her by the President, the Manager or the Member.

(c) Secretary. The Secretary shall: (i) keep records of the actions of the Member; (ii) see that all notices are duly given in accordance with this Agreement or as required by law; (iii) be custodian of the Company records; (iv) in general perform all of the duties incident to the office of secretary; and (v) perform such other duties as may from time to time be assigned to him or her by the President, the Manager or the Member. The Company may have any number of Assistant Secretaries who shall perform the functions of the Secretary in the Secretary's absence or inability or refusal to act.

(d) Treasurer and Chief Financial Officer. The Treasurer and Chief Financial

Officer shall: (i) have custody of and be responsible for all funds and securities of the Company; (ii) receive and give receipts for money due and payable to the Company, and deposit such moneys in the name of the Company in such depositories as shall be selected in accordance with this Agreement; (iii) in general perform all of the duties incident to the office of treasurer and chief financial officer; and (iv) perform such other duties as may from time to time be assigned to him or her by the President, the Manager or the Member. The Company may have any number of Assistant Treasurers who shall perform the functions of the Treasurer in the Treasurer's absence or inability or refusal to act.

SECTION 4.6 Limitations on Powers of Manager and Officers. Notwithstanding the authority granted to the Manager and the officers in this Article IV, without the prior written approval of the Member, neither the Manager nor any officer shall have any authority to:

- (a) Do any act in contravention of the articles of organization, this Agreement or the Act;
  - (b) Do any act which would make it impossible to carry on the ordinary business of the Company;
  - (c) Possess Company property, or assign, transfer or pledge the rights of the Company in specific Company property for other than a Company purpose or the benefit of the Company, or commingle the funds of the Company with the funds of any other person;
  - (d) Admit a person as a Member of the Company;
  - (e) Cause or permit the Company to redeem or repurchase Company Interests;
  - (f) Sell all or substantially all of the assets of the Company in a single transaction or series of related transactions;
  - (g) Cause or permit the Company to merge or consolidate with any other entity;
- or
- (h) Terminate or dissolve the Company, except as provided in Section 6.2(a).

SECTION 4.7 Other Business of Member and Manager. The Member or any Manager may engage independently or with others in other business ventures of any kind, render advice or services of any kind to other investors or ventures, or make or manage other investments or ventures. Neither the Company nor the Member shall have any right by virtue of this Agreement or the relationship created hereby in or to such other ventures or activities or to the income or proceeds derived therefrom, and the pursuit of such ventures, even if competitive with the business of the Company, shall not be deemed wrongful or improper under this Agreement. Nothing herein shall be deemed to negate or modify any separate agreement among the Manager, the Member and the Company, or any of them, with respect to restrictions on competition.

SECTION 4.8 Indemnification of Manager. The Company herewith indemnifies and holds

harmless the Manager from any and all loss, damage, liability or expense incurred by her at any time by reason of or arising out of any act performed by her on behalf of the Company or in furtherance of the interest of the Company, except for liability for breach of fiduciary duty, gross negligence, willful misconduct or fraud; provided, that the satisfaction of any indemnification and any holding harmless shall be from and limited to Company assets and the Member shall not have any personal liability on account thereof.

## ARTICLE V DISTRIBUTIONS

SECTION 5.1 Distributions of Cash Flow. The Company may make distributions of cash or property to the Member from time to time, and shall make such distributions as and when directed by the Manager.

## ARTICLE VI DISSOLUTION OF THE COMPANY

SECTION 6.1 Dissolution of the Company. The Company shall be dissolved upon the happening of any of the following events, whichever shall first occur:

- (a) upon the written direction of the Member; or
- (b) the expiration of the term of the Company as provided in Section 2.5 hereof.

### SECTION 6.2 Winding Up and Liquidation.

(a) Upon the dissolution of the Company, its affairs shall be wound up as soon as practicable thereafter by the Member. Except as otherwise provided in Section 6.2(c), in winding up the Company and liquidating the assets thereof, the Manager, or other person so designated for such purpose, may arrange for the collection and disbursement to the Member of any future receipts from the Company property or other sums to which the Company may be entitled, or may sell the Company's interest in the Company property to any person, including persons related to the Member, on such terms and for such consideration as shall be consistent with obtaining the fair market value thereof.

(b) Upon the dissolution of the Company the assets, if any, of the Company available for distribution and any net proceeds from the liquidation of any such assets, shall be applied and distributed in the following manner or order, to the extent available:

- (i) to the payment of or provision for all debts, liabilities, and obligations of the Company to any person, and the expenses of liquidation; and
- (ii) to the Member.

(c) Upon dissolution, a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to

minimize the losses normally attendant to liquidation.

ARTICLE VII  
WITHDRAWAL OF MEMBER AND TRANSFER  
OF INTERESTS

SECTION 7.1 Transfer. The Member may transfer or assign its Interest at any time upon such terms and conditions as it may determine.

SECTION 7.2 Effect of Withdrawal. The Company shall not be dissolved by the dissolution or other event of withdrawal of the Member if there remains any Member to carry on the business of the Company.

ARTICLE VIII  
BOOKS; DEPOSITORY ACCOUNTS; ACCOUNTING REPORTS; ELECTIONS

SECTION 8.1 Books of Account. At all times during the continuance of the Company, the Manager shall maintain or cause to be maintained true and full financial records and books of account showing all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Company's business and affairs.

SECTION 8.2 Depository Accounts and Investment of Funds. The Manager may open and maintain on behalf of the Company one or more depository accounts at such times and in such depositories as it shall determine, in which all monies received by or on behalf of the Company shall be deposited. All withdrawals shall be made, subject to the other terms and restrictions of this Agreement, upon the signature of such person or persons as the Manager or the President may from time to time designate in writing.

SECTION 8.3 Reports.

(a) The Company shall provide to the Member, at Company expense, at the end of each year of the Company, annual financial statements showing the financial condition of the Company at the end of such year and the results of its operations for the year then ended, which annual financial statements shall be prepared utilizing the same accounting principles and methods as determined by the Manager.

(b) In addition to the financial statements provided for in Section 8.3(a), the Manager shall prepare, or cause to be prepared at Company expense, income tax returns for the Company (to the extent required, it being the expectation of the Member that the Company shall be disregarded for federal income tax purposes in accordance with Code section 7701 and Treasury Regulations thereunder) and shall timely file them with the appropriate authorities.

SECTION 8.4 Tax Accounting Methods; Periods; Elections. The Company shall keep its financial accounting records utilizing the accounting methods and procedures determined by the Manager. The determination of whether to utilize the cash or accrual method of accounting,

whether to utilize accelerated cost recovery or another method of depreciation, and the selection among any other allowable, alternative tax accounting methods or principles shall be made by the Manager. The Company's annual financial accounting and tax accounting period shall be the calendar year, unless another accounting period is required by the Code. The Manager may cause the Company to make or refrain from making any election allowable to the Company under the Code.

## ARTICLE IX MISCELLANEOUS PROVISIONS

SECTION 9.1 Waiver of Provisions. The waiver of compliance at any time with respect to any of the provisions, terms or conditions of this Agreement shall not be considered a waiver of such provision, term, or condition itself or of any of the other provisions, terms or conditions hereof or bar its enforcement at any time thereafter.

SECTION 9.2. Amendment, Interpretation and Construction. Any modification or amendment to this Agreement must be in writing signed by the Member. Where the context so requires, the masculine shall include the feminine and the neuter and the singular shall include the plural. The headings and captions in this Agreement are inserted for convenience and identification only and are in no way intended to define, limit, or expand the scope or intent of this Agreement or any provision hereof. Unless otherwise specified, the references to Section and Article in this Agreement are to the Sections and Articles of this Agreement.

SECTION 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

SECTION 9.4 Partial Invalidity. In the event that any part or provision of this Agreement shall be determined to be invalid or unenforceable, the remaining parts and provisions of this Agreement which can be separated from the invalid, unenforceable provision or provisions shall continue in full force and effect.

SECTION 9.5 Binding on Successors. The terms, conditions, and provisions of this Agreement shall inure to the benefit of, and be binding upon the Member and its successors and assigns.

SECTION 9.6 Statutory Provisions. Any statutory or regulatory reference in this Agreement shall include a reference to any successor to such statute or regulation and/or revision thereof.

SECTION 9.7 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

SECTION 9.8 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

SECTION 9.9 Determination of Matters Not Provided For In This Agreement. The Manager shall decide any questions arising with respect to the Company and this Agreement which are not specifically or expressly provided for in this Agreement.

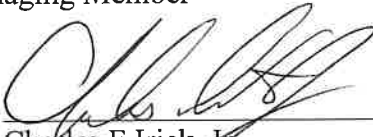
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

SOLE MEMBER AND MANAGER:

VIEW BROADLANDS VA GP LLC,  
a Virginia limited liability company,  
its Member/Manager

By: FITCH IRICK PARTNERS, LLC,  
a North Carolina limited liability company,  
its Managing Member


By:   
Charles F Irick, Jr  
Manager

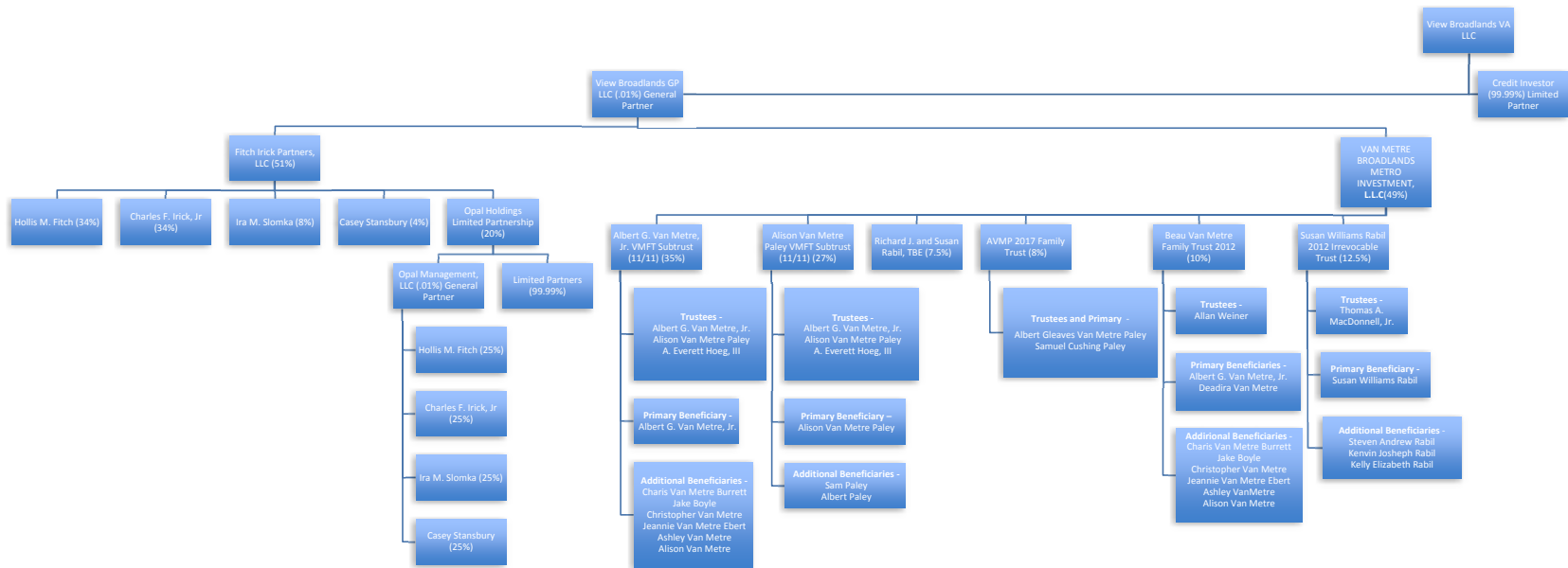
COMPANY:

VIEW BROADLANDS VA LLC,  
a Virginia limited liability company

By: VIEW BROADLANDS VA GP LLC,  
a Virginia limited liability company,  
its Member/Manager

By: FITCH IRICK PARTNERS, LLC,  
a North Carolina limited liability  
company, its Managing Member

By:   
Charles F Irick, Jr  
Manager





TAB A

LPA

Developer Fee Agreement

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into as of the \_\_\_\_ day of March, 2021, between VIEW BROADLANDS VA LLC, a Virginia limited liability company (the “*Company*”) and VIEW BROADLANDS DEVELOPER VA LLC, a Virginia limited liability company (the “*Developer*”).

### RECITALS:

WHEREAS, the Company was formed to develop, construct, own, maintain and operate a 93 unit (the “*Residential Units*”) residential rental property intended for rental to low and moderate income tenants (the “*Project*”) and to qualify for low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986, as amended (the “*Code*”), to be known as “The View at Broadlands”, and to be located in Broadlands, Virginia; and

WHEREAS, the Company desires to appoint the Developer to provide certain services for the Company with respect to overseeing the development of the Project until all development work is completed.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Appointment.** The Company hereby appoints the Developer to render services to the Company, and confirms and ratifies the appointment of the Developer with respect to services rendered for the Company to date, in supervising and overseeing the development of the Project as herein contemplated. Developer hereby accepts such appointment.

2. **Authority.** The Developer shall have the authority and the obligation to perform the services described in Paragraphs 3, 4, 5 and 6 below. Developer’s services shall be performed in the name of and on behalf of the Company.

3. **Determination of Project Size, Structure and Composition.** The Developer shall perform all of the following services:

- (a) Conduct a preliminary market study.
- (b) Negotiate with, select, and hire a housing marketing analyst to conduct an independent market study for the proposed development, if required by the Company.
- (c) Determine the number of units in the Project and their size.
- (d) Determine the appropriate unit mix and amenities.
- (e) Identify potential sources of construction financing.
- (f) Analyze the competitiveness of the Project against others in the market area.
- (g) Make preliminary estimates of Project costs and determine Project feasibility.

4. **Pre-Construction.** The Developer shall perform all of the following services:

- (a) Prepare or obtain an environmental impact assessment of the proposed development.
- (b) Choose the products and materials necessary to equip the Project in a manner consistent with its intended use.
- (c) If appropriate, prepare pre-qualification criteria for bidders interested in the Project, establish bidding schedules and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques with any special systems, materials or methods.
- (d) Assist the Company in dealing with local organizations, adjoining landowners and other parties interested in the development of the Project.
- (e) Secure all necessary land use approvals.
- (f) Select the architect (“*Architect*”) and other professional advisors.
- (g) Negotiate and cause to be executed in the name of the Company, agreements for architectural, engineering, testing or consulting services for the Project.
- (h) Negotiate and determine the terms of construction financing.
- (i) Prepare a preliminary critical path schedule.

5. **Plans and Specifications.** The Developer shall perform the following services:

- (a) Coordinate the preparation of the plans and specifications (the “*Plans and Specs*”) and recommend alternative solutions whenever design details affect construction feasibility or schedules.
- (b) Ensure that the Plans and Specs are in compliance with all applicable codes, laws, ordinances, rules and regulations.
- (c) In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples.

6. **Construction Services.** The Developer shall perform the following services:

- (a) Establish and implement appropriate administrative and financial controls for the construction of the Project, including, but not limited to:
  - (i) Coordination and administration of the Architect or engineer, the general contractor and other contractors, professionals and consultants employed in connection with the construction or rehabilitation of the Project;
  - (ii) Administration of any construction contracts on behalf of the Company;

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

(iv) The rendering of advice and recommendations as to the selection procedures for and selection of subcontractors and suppliers;

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

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

(vii) 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;

(viii) Furnishing such consultation and advice relating to the Project as may be reasonably required;

(ix) 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; and

(x) Giving or making the Company's instructions, requirements, approvals and payments provided for in the agreements with the Architect, general contractor, and other contractors, professionals and consultants retained for the Project.

(b) Cause construction of the Project to be performed in a diligent and efficient manner including:

(i) Obtain required building permits;

(ii) Ensuring all construction is consistent with the Plans and Specs, including any required off-site work;

(iii) General administration and supervision of construction of the Project, including but not limited to activities of subcontractors and their employees and agents, and others employed by the Project in a manner which complies in all respects with the Plans and Specs;

(iv) Compliance with any and all zoning regulations, county ordinances, including health, fire and safety regulations, and any other requirements of federal, state and local laws, rules, regulations and ordinances applicable to construction of the Project; and

(v) Insuring that the Project is constructed free and clear of all mechanics' and materialmen's liens.

- (c) Receive bids, prepare bid analysis and make recommendations to the Company for award of contracts or rejection of bids.
- (d) Investigate and recommend a schedule for purchase by the Company of all materials and equipment requiring long lead time procurement.
- (e) Coordinate schedule with Architect and expedite and coordinate delivery of purchases.
- (f) Develop and implement a procedure for the review and processing of applications by subcontractors for progress and final payments and monitor disbursement and payment of amounts owed Architects and the subcontractors.
- (g) Record the progress of the Project and submitting written progress reports to the Company and Architect, including the percentage of completion and the number and amounts of change orders.
- (h) Keep, or cause to be kept, accounts and cost records as to the construction of the Project; assemble and retain all contracts, agreements and other records and data as may be necessary to carry out Developer's functions hereunder.
- (i) Make available to the Company, during normal business hours and upon the Company's written request, copies of all material contracts and subcontracts.
- (j) Provide, and periodically update, Project construction time schedule which coordinates and integrates Architect's services with construction schedules.
- (k) Coordinate the work of Architect to complete the Project in accordance with the objectives as to cost, time and quality, and provide sufficient personnel at the Project with authority to achieve such objectives.
- (l) Provide a detailed schedule of realistic activity sequences and durations, allocation of labor and materials and processing of shop drawings and samples.
- (m) Provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the Company adjustments in the schedule to meet the probable completion date, provide summary reports of such monitoring, and document all changes in the schedule.
- (n) Recommend courses of action to the Company when requirements of subcontracts are not being fulfilled.
- (o) Revise and refine the approved estimate of construction cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed.
- (p) Provide regular monitoring of the approved estimate of construction costs, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise the Company whenever projected costs exceed budgets or estimates.

(q) Develop and implement a system for review and processing of change orders as to construction of the Project.

(r) Deliver to the Company a dimensioned as-built survey of the real property (locating only buildings) and as-built drawings of the Project construction.

(s) Obtain an Architect's certificate that the work on the Project is substantially complete, and inspect the Architect's work.

(t) Obtain certificates of occupancy for all of the Residential Units of the Project.

(u) Take all other actions necessary to provide the Company with a facility ready for lease to tenants.

(v) Maintain, or cause to be maintained, at its expense, all office and accounting facilities and equipment necessary to adequately perform the foregoing functions.

7. **Excluded Services.** The Developer shall not be required to perform any of the following services pursuant to this Agreement and, if any such services are performed with the consent of the Company, shall be separately compensated therefore as the parties may mutually agree:

(a) Locate, evaluate the suitability of, negotiate the purchase or lease of, or arrange the financing for the land on which the Project is to be located.

(b) Arrange, or negotiate the terms and conditions of, the permanent financing.

(c) Arrange, or negotiate the terms and conditions of, the capital contributions of an investor member in the Company.

(d) Perform or assist in the marketing or leasing of units in the Project.

Notwithstanding the foregoing, the Developer shall be obligated to provide information to the Company (in the form requested by the Company) regarding budgets, cost estimates, the status of the construction and the accomplishment of its duties hereunder, and any other information to the extent necessary or helpful to assist the Company or a person retained by it in performing such excluded services.

8. **Development Fee.** For services provided and to be performed under this Agreement the Company agrees to pay the Developer a fee (the "***Development Fee***") in an amount equal to the highest fee permitted by Virginia Housing Development Authority, such amount (and the schedule for payment of such fee) to be determined at the closing of the loan for the Project.

9. **Reimbursement of Company Expenses.** In addition to the Development Fee payable herein, the Developer shall receive reimbursement from the Company for any costs, fees or expenses paid to third parties and incurred in connection with the construction and development of the Project, including, without limitation of the generality of the foregoing, payments to any third party contractor for construction, engineering, appraisal market study, surveying or similar services and payments of any cash escrows or letters of credit, attorneys fees, accountants fees, or other consulting fees incurred in connection with the Project.

10. **Allocation of Fee.** At the request of the Company, the Developer will prepare a schedule allocating its Development Fee among the services performed by it (including, for example, an allocation

between items that are or are not includable in eligible basis determined for purposes of Section 42 of the Code). The Developer will retain and provide to the Company books and records substantiating its allocation of the Development Fee.

11. **Fee Unconditional.** It is expressly understood and agreed by the parties hereto that the Development Fee and the reimbursement of costs incurred by the Developer in connection with the development of the Project shall be payable without regard to the income or profits of the Company.

12. **Withholding of Fee Payments.** In the event that (i) the Developer shall not have substantially complied with any material provisions under this Agreement, or (ii) any construction financing commitment, or any agreement entered into by the Company for construction financing related to the Project shall have terminated prior to its respective termination date(s), or (iii) foreclosure proceedings shall have been commenced against the Project by a construction lender, then the Developer shall be in default of this Agreement, and the Company shall withhold payment of any installment of the fee not yet earned by the Developer. All amounts so withheld by the Company shall be promptly released to the Developer only after cure of the default justifying the withholding, as demonstrated by evidence reasonably acceptable to the Company.

13. **Right of Offset.** The Company shall have the right to offset amounts owed hereunder to the Developer against any obligation of the Developer to the Company or its members, whether such obligation is incurred in its capacity as Developer, member manager, guarantor or otherwise.

14. **Assignment of Fees.** Without the consent of the Company, the Developer shall not assign, pledge or otherwise encumber, for security or otherwise, the Development Fee, or any portion(s) thereof or any right(s) of the Developer thereto. Any such assignment, pledge or encumbrance shall be null and void.

15. **Successors and Assigns, Termination.** This Agreement shall be binding on the parties hereto and their heirs, successors, and assigns. However, this Agreement may not be assigned by any party hereto without the consent of all of the members of the Company, nor may it be terminated without the consent of all of the members of the Company (except in the case of a material breach hereunder by the Developer); such consent shall not be unreasonably withheld.

16. **Defined Terms.** Capitalized terms used in this Agreement and not specifically defined herein shall have the same meanings assigned to them in the operating agreement of the Company, as such agreement may be amended from time to time.

17. **Severability.** If any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain unimpaired and shall continue in full force and effect.

18. **Counterparts.** This Agreement may be executed in two or more counterparts (including .PDF/email and DocuSign), each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

19. **No Continuing Waiver.** The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter as of the date hereof and supersedes all prior understandings,

representations, proposals, discussions and negotiations whatsoever, whether oral or written, between the parties hereto.

**21. Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

*[signature page follows]*



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

**DEVELOPER:**

**VIEW BROADLANDS DEVELOPER VA LLC**,  
a Virginia limited liability company

By: FITCH IRICK PARTNERS, LLC,  
a North Carolina limited liability company

By: \_\_\_\_\_  
Hollis M. Fitch, Managing Member

**COMPANY:**

**VIEW BROADLANDS VA LLC,**  
a Virginia limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

B

Virginia State Corporation  
Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, December 17, 2020

This is to certify that the certificate of organization of

### **View Broadlands VA GP 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: December 17, 2020



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, appearing to read "Bernard J. St. John".

Clerk of the Commission

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, December 16, 2020

This is to certify that the certificate of organization of

### **View Broadlands VA 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: December 16, 2020



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, reading "Bernard J. St. John".

Clerk of the Commission

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

AT RICHMOND, DECEMBER 17, 2020

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

**View Broadlands VA GP LLC**

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

**CERTIFICATE OF ORGANIZATION**

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective December 17, 2020.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Jehmal T. Hudson", with a long horizontal flourish extending to the right.

Jehmal T. Hudson  
Commissioner

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

AT RICHMOND, DECEMBER 16, 2020

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

**View Broadlands VA LLC**

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

**CERTIFICATE OF ORGANIZATION**

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective December 16, 2020.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Jehmal T. Hudson", with a long horizontal flourish extending to the right.

Jehmal T. Hudson  
Commissioner

C

Principal's Previous  
Participation Certification  
(MANDATORY)





## Previous Participation Certification

Development Name: The View at Broadlands  
Name of Applicant (entity): View Broadlands VA LLC

I hereby certify that:

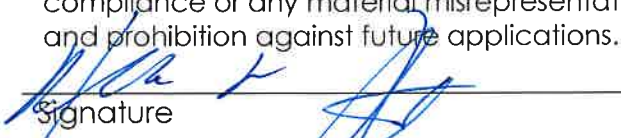
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily 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 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

**Hollis M Fitch**

Printed Name

**3/9/2021**

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



## Previous Participation Certification

Development Name: \_\_\_\_\_

Name of Applicant (entity): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that:

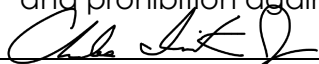
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily 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 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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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: The View of Broadlands  
 Name of Applicant: View Broadlands VA 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed for each principal

Principal's Name: Hollis M. Filch 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 Oakside Apartments/ John's Island, SC	Oakside SC LLC 704 335 9112	Y	38	38	10/25/2018	2/25/2019	N
2 Mason Manor/Boiling Springs, SC	Mason Manor SC LLC 704 335 9112	Y	98	98	3/17/2017	3/26/2018	N
3 Heronview/Sterling, VA	Heronview VA LLC 704 335 9112	Y	96	96	12/21/2018	2/11/2020	N
4 Harmony Village/Galax, VA	Harmony Village VA LLC 704 335 9112	Y	42	42	8/10/2017	2/26/2019	N
5 Brookshire Apartments/ Bassett, VA	Brookshire Apartments VA LLC 704 335 9112	Y	64	64	8/10/2017	2/27/2019	N
6 Millwood Village/ Farmville, VA	Millwood Village VA LLC 704 335 9112	Y	40	40	8/10/2017	9/17/2018	N
7 Lakewood Apartments/ Clarksville, VA	Lakewood Apartments VA LLC 704 335 9112	Y	52	52	4/12/2018	2/12/2020	N
8 Snowden Senior Apartments/ Newport News, VA	Snowden Senior Apartments LLC 704 335 9112	Y	68	68	11/3/2017	8/6/2018	N
9 Rivers Place Apartments/ North Charleston, SC	Rivers Place SC LLC 704 335 9112	Y	48	48	12/1/2016	9/15/2017	N
10 Cedar Terrace/ Hendersonville, NC	Cedar Terrace NC LLC 704 335 9112	Y	80	80	9/6/2017	5/25/2018	N
11 The Assembly/Greenville, SC	Assembly SC LLC 704 335 9112	Y	240	240	8/31/2017	2/27/2018	N
12 Cooper Terrace/Elkin, NC	Cooper Terrace NC LLC 704 335 9112	Y	56	56	7/5/2015	12/18/2015	N
13 Harrison Terrace/Marion, NC	Harrison Terrace NC LLC 704 335 9112	Y	60	60	11/21/2016	6/13/2017	N
14 Weldon Downtown Apartments/Weldon, NC	Weldon Small Town Development LLC 336 722 9871	N	24	24	4/4/2006	11/21/2007	N
15 Taylor Loft Apartments/South Boston, VA	Taylor Lofts LLC 336 722 9871	N	47	47	9/8/2008	4/13/2009	N
16 Spaulding Woods II/Marion, NC	Spaulding Woods II LLC 336 722 9871	N	34	34	8/2/2006	11/19/2007	N
17 Royce Hill Apartments/Dakota Ridge, TN	Royce Hill LP 336 722 9871	N	72	72	11/18/2008	2/26/2010	N
18 Rowan Pointe/Mocksville, NC	Rowan Pointe, LLC 336 722 9871	N	60	60	5/5/2010	10/21/2011	N
19 Ridgecrest Town Apartments/ Bristol, VA	Ridgecrest Apartments LLC 336 722 9871	N	72	72	1/2/2008	9/5/2008	N
20 Randleman School Commons/ Randleman, VA	Randleman School Commons, LLC 336 722 9871	N	30	30	12/29/2004	10/12/2006	N
21 Pecan Grove Apartments/ Darlington, NC	Pecan Grove Apts. LLC 336 722 9871	N	32	32	5/2/2007	2/26/2008	N
22 Orchard View Apartments/ McMinnville, TN	Orchard View LP 336 722 9871	N	64	64	12/1/2008	2/26/2010	N
23 Newberry Hospital/Newberry, SC	Newberry Hospital LLC 336 722 9871	N	35	35	7/1/2004	2/23/2005	N
24 Nathaniel Village/Greenville, NC	Nathaniel Village LLC 336 722 9871	N	48	48	12/29/2009	Exchange	N
25 Nantucket Lofts/Kinston, NC	Nantucket Lofts LLC 336 722 9871	N	28	28	12/31/2004	10/12/2006	N
26 Mulberry School Apartments/ Statesville, NC	Mulberry School Apts, LLC 336 722 9871	N	31	31	12/31/2007	10/3/2008	N
27 Moore Grocery Lofts/Tyler, TX	Moore Grocery Lofts LLC 336 722 9871	N	88	88	12/31/2008	8/11/2011	N
28 Maywain School Apartments/ Cramerton, NC	Maywain School Apartments LLC 336 722 9871	N	40	40	12/31/2008	11/11/2009	N
29 Lynn Street Lofts/Danville, VA	Lynn Streets Lofts LLC 336 722 9871	N	37	37	5/28/2008	12/18/2008	N
30 Cassiter Square Apartments/ Madison, NC	Cassiter Square LLC 336 722 9871	N	36	36	11/30/2005	1/29/2007	N
31 Kinston Hotel/Kinston, NC	Kinston Hotel LLC 336 722 9871	N	38	38	12/28/2006	2/19/2008	N
32 Kemper Lofts/Lynchburg, VA	Kemper Lofts LLC 336 722 9871	N	41	41	12/14/2009	10/6/2010	N
33 Hunter Bay Apartments/York SC	Hunter Bay LLC 336 722 9871	N	40	40	12/7/2009	12/29/2009	N
34 Historic Lofts of Waco High/ Waco, TX	Historic Lofts of Waco High, LLC 336 722 9871	N	104	104	12/16/2009	6/27/2011	N
35 Heron Crossing/Ridgefield, SC	Heron Crossing LLC 336 722 9871	N	40	32	12/6/2007	2/26/2008	N
36 Hanover Ridge Apartments/ Antioch, TN	Hanover Ridge LP 336 722 9871	N	72	44	3/26/2009	4/15/2010	N
37 Greenview Village/Powell, TN	Greenview Village LLC 336 722 9871	N	44	44	12/27/2010	2/2/2011	N
38 Globe Tobacco Lofts/Mount Airy, NC	Globe Tobacco Lofts, LLC 336 722 9871	N	43	34	12/31/2007	10/8/2007	N
39 George Washington School Apartments/Kingsport, TN	George Washington School, LLC 336 722 9871	N	54	54	11/14/2007	9/8/2009	N
40 East Harper Street Apartments/Lenoir, NC	East Harper Street Apts LLC 336 722 9871	N	46	46	8/17/2006	9/14/2008	N

\* 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: 2,282 2,237 LIHTC as % of 98% Total Units

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)
Stone Springs/Dulles, VA	Stone Springs VA LLC 704.335.9112	Y	128	128	9/24/2019	5/13/2020	N
Killian Terrace/Columbia, SC	Killian Terrace SC LLC 704.335.9112	Y	288	288	Under Construction		N
Woodford Trace/Aiken, SC	Woodford Trace SC LLC 704.335.9112	Y	48	48	Under Construction		N
Bulls Creek/Charleston, SC	Bulls Creek SC LLC 704.335.9112	Y	57	57	Under Construction		N
Pleasantburg Senior/ Greenville, SC	Pleasantburg Senior SC LLC 704.335.9112	Y	38	38	Under Construction		N
Washington Square/Emporia, VA	Washington Square VA LLC 704.335.9112	Y	24	24	Under Construction		N
Stone Terrace/Stonecrest, GA	Stone Terrace GA LLC 704.335.9112	Y	240	240	Under Construction		N
Stone Terrace II/Stonecrest, GA	Stone Terrace II GA LLC 704.335.9112	Y	84	84	Under Construction		N
Assembly II/Greenville, SC	Assembly II SC LLC 704.335.9112	Y	144	144	Under Construction		N

# List of LIHTC Developments (Schedule A)



Development Name: The View at Broadlands  
 Name of Applicant: View Broadlands VA LLC

**INSTRUCTIONS:**

- 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.
- 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.
- List only tax credit development experience since 2005 (i.e. for the past 15 years)
- Use separate pages as needed, for each principal.

Principal's Name: Charles Flrick Jr 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	Etiwan Place Apartments/ Goose Creek, SC Etiwan Place SC LLC 704.335.9112	Y	60	60	11/18/2019	2/21/2020	N
2	Westridge Apartments/ Greenville, SC Westridge SC LLC 704.335.9112	Y	54	54	4/25/2019	12/18/2019	N
3	Fairington West Apartments/ Concord NC Fairington West NC LLC 704.335.9112	Y	48	48	8/30/2018	1/8/2020	N
4	Willow Branch/Madison Heights VA Willow Branch VA LLC 704.335.9112	Y	48	48	9/18/2018	3/5/2020	N
5	Nottoway Manor/Blacksone VA Nottoway Manor VA LLC 704.335.9112	Y	28	28	9/18/2018	2/27/2020	N
6	Oakside Apartments/Johns Island, SC Oakside SC LLC 704.335.9112	Y	38	38	10/25/2018	2/25/2019	N
7	Mason Manor/Boiling Springs, SC Mason Manor SC LLC 704.335.9112	Y	98	98	3/17/2017	3/26/2018	N
8	Heronview/Sterling, VA Heronview VA LLC 704.335.9112	Y	96	96	12/21/2018	2/11/2020	N
9	Harmony Village/Galax VA Harmony Village VA LLC 704.335.9112	Y	42	42	8/10/2017	2/26/2019	N
10	Brookshire Apartments, Bassell/VA Brookshire Apartments VA LLC 704.335.9112	Y	64	64	8/10/2017	2/27/2019	N
11	Milnwood Village/Farmville, VA Milnwood Village VA LLC 704.335.9112	Y	40	40	8/10/2017	9/17/2018	N
12	Lakewood Apartments/ Clarksville, VA Lakewood Apartments VA LLC 704.335.9112	Y	52	52	4/12/2018	2/12/2020	N
13	Snowden Senior Apartments/ Newport News, VA Snowden Senior Apartments LLC 704.335.9112	Y	68	68	11/3/2017	8/6/2018	N
14	Rivers Place Apartments, North Charleston, SC Rivers Place SC LLC 704.335.9112	Y	48	48	12/1/2016	9/12/2017	N
15	Cedar Terrace/ Hendersonville, NC Cedar Terrace NC LLC 704.335.9112	Y	80	80	9/6/2017	5/25/2018	N
16	The Assembly/Greenville, SC Assembly SC LLC 704.335.9112	Y	240	240	8/31/2017	2/27/2018	N
17	Stone Springs/Dulles, VA Stone Springs VA LLC 704.335.9112	Y	128	128	9/24/2019	5/13/2020	N
18	Killian Terrace/Columbia, SC Killian Terrace SC LLC 704.335.9112	Y	288	288	Under Construction		N
19	Woodford Trace/Aiken, SC Woodford Trace SC LLC 704.335.9112	Y	48	48	Under Construction		N
20	Bulls Creek/Charleston, SC Bulls Creek SC LLC 704.335.9112	Y	57	57	Under Construction		N
21	Pleasantburg Senior/ Greenville, SC Pleasantburg Senior SC LLC 704.335.9112	Y	38	38	Under Construction		N
22	Washington Square/Emporia, VA Washington Square VA LLC 704.335.9112	Y	24	24	Under Construction		N
23	Stone Terrace/Stonecrest, GA Stone Terrace GA LLC 704.335.9112	Y	240	240	Under Construction		N
24	Stone Terrace II/Stonecrest, GA Stone Terrace II GA LLC 704.335.9112	Y	84	84	Under Construction		N
25	Assembly II/Greenville, SC Assembly II SC LLC 704.335.9112	Y	144	144	Under Construction		N
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\* 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: 2,155 2,155

LIHTC as % of  
 100% Total Units



# List of LIHTC Developments (Schedule A)



Development Name: The View at Broadlands  
 Name of Applicant: View Broadlands VA LLC

**INSTRUCTIONS:**

- 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.
- 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.
- List only tax credit development experience since 2005 (i.e. for the past 15 years)
- Use separate pages as needed, for each principal.

Principal's Name: Ira M Slomka 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 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	Etiwan Place Apartments/ Goose Creek, SC	Etiwan Place SC LLC 704.335.9112	Y	60	60	11/18/2019	2/21/2020	N
2	Westridge Apartments/ Greenville, SC	Westridge SC LLC 704.335.9112	Y	54	54	4/25/2019	12/18/2019	N
3	Fairington West Apartments/ Concord NC	Fairington West NC LLC 704.335.9112	Y	48	48	8/30/2018	1/8/2020	N
4	Willow Branch/Madison Heights VA	Willow Branch VA LLC 704.335.9112	Y	48	48	9/18/2018	3/5/2020	N
5	Notloway Manor/Blackstone VA	Notloway Manor VA LLC 704.335.9112	Y	28	28	9/18/2018	2/27/2020	N
6	Oakside Apartments/John's Island, SC	Oakside SC LLC 704.335.9112	Y	38	38	10/25/2018	2/25/2019	N
7	Mason Manor/Boiling Springs, SC	Mason Manor SC LLC 704.335.9112	Y	98	98	3/17/2017	3/26/2018	N
8	Heronview/Sterling, VA	Heronview VA LLC 704.335.9112	Y	96	96	12/21/2018	2/11/2020	N
9	Harmony Village/Galax, VA	Harmony Village VA LLC 704.335.9112	Y	42	42	8/10/2017	2/26/2019	N
10	Brookshire Apartments, Bassett/VA	Brookshire Apartments VA LLC 704.335.9112	Y	64	64	8/10/2017	2/27/2019	N
11	Milwood Village/Farmville, VA	Milwood Village VA LLC 704.335.9112	Y	40	40	8/10/2017	9/17/2018	N
12	Lakewood Apartments/ Clarksville, VA	Lakewood Apartments VA LLC 704.335.9112	Y	52	52	4/12/2018	2/12/2020	N
13	Snowden Senior Apartments/ Newport News, VA	Snowden Senior Apartments LLC 704.335.9112	Y	68	68	11/3/2017	8/6/2018	N
14	Rivers Place Apartments, North Charleston, SC	Rivers Place SC LLC 704.335.9112	Y	48	48	12/1/2016	9/12/2017	N
15	Cedar Terrace/ Hendersonville, NC	Cedar Terrace NC LLC 704.335.9112	Y	80	80	9/6/2017	5/25/2018	N
16	The Assembly/Greenville, SC	Assembly SC LLC 704.335.9112	Y	240	240	8/31/2017	2/27/2018	N
17	Stone Springs/Dulles, VA	Stone Springs VA LLC 704.335.9112	Y	128	128	9/24/2019	5/13/2020	N
18	Killian Terrace/Columbia, SC	Killian Terrace SC LLC 704.335.9112	Y	288	288	Under Construction		N
19	Woodford Trace/Aiken, SC	Woodford Trace SC LLC 704.335.9112	Y	48	48	Under Construction		N
20	Bulls Creek/Charleston, SC	Bulls Creek SC LLC 704.335.9112	Y	57	57	Under Construction		N
21	Pleasantburg Senior/ Greenville, SC	Pleasantburg Senior SC LLC 704.335.9112	Y	38	38	Under Construction		N
22	Washington Square/Emporia, VA	Washington Square VA LLC 704.335.9112	Y	24	24	Under Construction		N
23	Stone Terrace/Stonecrest, GA	Stone Terrace GA LLC 704.335.9112	Y	240	240	Under Construction		N
24	Stone Terrace II/Stonecrest, GA	Stone Terrace II GA LLC 704.335.9112	Y	84	84	Under Construction		N
25	Assembly II/Greenville, SC	Assembly II SC LLC 704.335.9112	Y	144	144	Under Construction		N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 5.

1st PAGE TOTAL: 2,155 2,155 LIHTC as % of Total Units 100%

# List of LIHTC Developments (Schedule A)



Development Name: The View at Broadlands  
 Name of Applicant: View Broadlands VA 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Casey Stansbury Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* Y  
 Y or N

Principal's Name:	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	Eliwan Place Apartments/ Goose Creek, SC Eliwan Place SC LLC 704.335.9112	Y	60	60	11/18/2019	2/21/2020	N
	2	Westridge Apartments/ Greenville, SC Westridge SC LLC 704.335.9112	Y	54	54	4/25/2019	12/18/2019	N
	3	Fairington West Apartments/ Concord NC Fairington West NC LLC 704.335.9112	Y	48	48	8/30/2018	1/8/2020	N
	4	Willow Branch/Madison Heights VA Willow Branch VA LLC 704.335.9112	Y	48	48	9/18/2018	3/5/2020	N
	5	Nottoway Manor/Blackstone VA Nottoway Manor VA LLC 704.335.9112	Y	28	28	9/18/2018	2/27/2020	N
	6	Oakside Apartments/John's Island, SC Oakside SC LLC 704.335.9112	Y	38	38	10/25/2018	2/25/2019	N
	7	Mason Manor/Boling Springs, SC Mason Manor SC LLC 704.335.9112	Y	98	98	3/17/2017	3/26/2018	N
	8	Heronview/Sterling, VA Heronview VA LLC 704.335.9112	Y	96	96	12/21/2018	2/11/2020	N
	9	Harmony Village/Galax, VA Harmony Village VA LLC 704.335.9112	Y	42	42	8/10/2017	2/26/2019	N
	10	Brookshire Apartments, Bassett/VA Brookshire Apartments VA LLC 704.335.9112	Y	64	64	8/10/2017	2/27/2019	N
	11	Milwood Village/Farmville, VA Milwood Village VA LLC 704.335.9112	Y	40	40	8/10/2017	9/17/2018	N
	12	Lakewood Apartments/ Clarksville, VA Lakewood Apartments VA LLC 704.335.9112	Y	52	52	4/12/2018	2/12/2020	N
	13	Snowden Senior Apartments/ Newport News, VA Snowden Senior Apartments LLC 704.335.9112	Y	68	68	11/3/2017	8/6/2018	N
	14	Rivers Place Apartments, North Charleston, SC Rivers Place SC LLC 704.335.9112	Y	48	48	12/1/2016	9/12/2017	N
	15	Cedar Terrace/ Hendersonville, NC Cedar Terrace NC LLC 704.335.9112	Y	80	80	9/6/2017	5/25/2018	N
	16	The Assembly/Greenville, SC Assembly SC LLC 704.335.9112	Y	240	240	8/31/2017	2/27/2018	N
	17	Stone Springs/Dulles, VA Stone Springs VA LLC 704.335.9112	Y	128	128	9/24/2019	5/13/2020	N
	18	Killian Terrace/Columbia, SC Killian Terrace SC LLC 704.335.9112	Y	288	288	Under Construction		N
	19	Woodford Trace/Alken, SC Woodford Trace SC LLC 704.335.9112	Y	48	48	Under Construction		N
	20	Bulls Creek/Charleston, SC Bulls Creek SC LLC 704.335.9112	Y	57	57	Under Construction		N
	21	Pleasantburg Senior/ Greenville, SC Pleasantburg Senior SC LLC 704.335.9112	Y	38	38	Under Construction		N
	22	Washington Square/Emporia, VA Washington Square VA LLC 704.335.9112	Y	24	24	Under Construction		N
	23	Stone Terrace/Stonecrest, GA Stone Terrace GA LLC 704.335.9112	Y	240	240	Under Construction		N
	24	Stone Terrace II/Stonecrest, GA Stone Terrace II GA LLC 704.335.9112	Y	84	84	Under Construction		N
	25	Assembly II/Greenville, SC Assembly II SC LLC 704.335.9112	Y	144	144	Under Construction		N
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\* 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: 2,155 2,155  
 LIHTC as % of 100% Total Units

E

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

## AGREEMENT OF PURCHASE AND SALE

**THIS AGREEMENT OF PURCHASE AND SALE** (this “**Agreement**”) is made and entered into as the 30th day of December, 2020 (hereinafter the “**Effective Date**” as determined in Section 15 below) by and between **VAN METRE BROADLANDS METRO APARTMENTS, L.L.C.**, a Virginia limited liability company (“**Seller**”), and **VIEW BROADLANDS VA LLC**, a Virginia limited liability company (“**Purchaser**”).

### WITNESSETH:

**R.1.** Seller is the developer of real property known as “Section 204, Broadlands” in Loudoun County, Virginia (“**Broadlands**”). Broadlands includes the approximately 2.87219 acre parcel of real property identified as “New Area Parcel C-1B” on the Preliminary/Record Plat attached hereto as Exhibit “A”, together with all rights, privileges, easements and appurtenances thereto (collectively, the “**Property**”).

**R.2.** The Property is intended to be developed as a 93 unit multi-family rental apartment community subject to and in accordance with this Agreement. The Property is generally shown on Exhibit “A”, but remains subject to adjustment and shall be finally depicted on the Preliminary/Record Plat as approved by all applicable governmental authorities and recorded among the Land Records of Loudoun County, Virginia prior to Closing (the “**Record Plat**”).

**R.3.** Seller desires to sell and convey the Property to Purchaser and Purchaser desires to purchase and acquire the Property from Seller upon the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, the recitals set forth above and incorporated herein by this reference, other good and valuable consideration and the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Seller and Purchaser hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Purchaser agrees to purchase and acquire, and Seller agrees to sell and convey the Property to Purchaser, at Closing (hereinafter defined).

2. Intentionally Deleted.

3. Purchase Price.

(a) The purchase price (“**Purchase Price**”) of the Property shall be One Million Three Hundred Ninety-Five Thousand and No/100 Dollars (\$1,395,000.00), subject to adjustment as provided in this paragraph. The Property is zoned to permit 93 rental multifamily units, of which (i) 69 multifamily units are to be rented to tenants meeting the income thresholds for Rental Unmet Housing Needs Units (“**UHNUs**”) as set forth in the Proffers (as defined below), and (ii) 24 units are to be rented to tenants meeting the income thresholds for Affordable Housing Units (as defined below) provided in lieu of Affordable Dwelling Units (ADUs), as defined in the zoning ordinance of Loudoun County, Virginia

(the “County”) (the “Intended Use”). An “Affordable Housing Unit” is defined as a dwelling unit for rent or sale developed pursuant to a Virginia Housing Development Authority (VHDA) Low Income Housing Tax Credit (LIHTC) program or a U.S. Department of Housing and Urban Development (HUD) 221(d)(4) program that meets the definition of Affordable Housing included in the HUD Multifamily Accelerated Processing (MAP) Guide, revised January 29, 2016, as amended, from the Office of the Assistant Secretary for Housing – FHA Commissioner and pursuant to Section 7-102(F) and Section 7-109 of the Loudoun County zoning ordinance.

(b) The Property is subject to the following proffers (the “Proffers”) attached hereto as **Exhibit “B”**: BROADLANDS-ASHBURN METRO, SECTIONS 202, 204 and 206 BLOCK 2, ZMAP-2016-0010, PROFFER STATEMENT, dated February 6, 2019 and last revised June 10, 2019. Purchaser shall be responsible for performing all on-lot proffered conditions associated with the Proffers, all proffers that relate to vertical construction on the Property, and payment to the County or Seller, if prepaid, of all monetary proffers associated with construction and occupancy of each unit.

(c) The Purchase Price, plus all other sums due from Purchaser pursuant to this Agreement (collectively, “Closing Funds”) shall be paid by good, immediately available funds delivered to the Escrow Agent (defined hereinafter) prior to 2:00 p.m. on the date of Closing or by wired funds confirmed received in the Escrow Agent’s account at Escrow Agent’s bank or savings institution by 2:00 p.m. on the date of Closing. Seller and Purchaser each agree that documents shall be circulated sufficiently in advance so that their presence at Closing is not required, and documents can be delivered to Escrow Agent via overnight courier. Executed counterparts of the documents to be delivered by a party to effect Closing, and all funds required to effect Closing shall be delivered to Escrow Agent not later than the business day prior to Closing.

4. Closing.

(a) Subject to satisfaction of the conditions set forth in Section 8, Closing of the transaction contemplated herein with respect to the Property (the “Closing”) shall occur on a date specified by Purchaser (the date of Closing shall be referred to herein as the “Closing Date”). In no event, however, shall the Closing Date be later than **July 31, 2021** (the “Outside Closing Date”). Closing shall occur on the Closing Date via escrow with Walker Title, LLC (the “Escrow Agent”), as described in Section 3(c).

(b) At Closing, Seller shall deliver to Escrow Agent for the benefit of Purchaser: (i) an affidavit that Seller is not a “foreign person” and containing such information as shall be required by Section 1445(b)(2) of the Code and the regulations issued thereunder; (ii) a customary Seller’s affidavit reasonably acceptable to Seller and Purchaser’s title insurance company; (iii) a settlement statement; and (iv) such other documents and instruments, if any, required by the terms of this Agreement. Seller shall also deliver to Escrow Agent a special warranty deed (the “Deed”) conveying the Property to Purchaser, incorporating those provisions, if any, that are contemplated to be included in the Deed hereunder.

(c) At Closing, Purchaser shall deliver to Escrow Agent for the benefit of Seller: (i) the Purchase Price in cash plus all other sums due from Purchaser pursuant to the terms of this Agreement; (ii) a settlement statement; (iii) a countersigned Deed, and (iv) such other documents and instruments, if any, required by the terms of this Agreement.

5. Costs and Adjustments.

(a) Seller shall pay or cause to be paid the Virginia State Grantor's tax, the Regional Congestion Fee and the cost of preparation of the Deed and costs pertaining to release of any liens required to be released by Seller pursuant to this Agreement and one-half of any settlement fee normally charged by the Escrow Agent for acting as settlement agent. Purchaser shall pay for title insurance, title examination, conveyancing and notary fees, transfer and recordation taxes and charges, one-half of the settlement fee normally charged by the Escrow Agent for acting as settlement agent. Each party shall pay its respective attorney's fees.

(b) Real estate taxes, general and special, sewer rents, if any, front foot or other benefit charges or assessments charged on an annual or other periodic basis, and other matters customarily prorated at settlement, if any, are to be prorated between Seller and Purchaser as of the date of Closing (treating the Purchaser as the owner of the Property on the date of Closing for the sole purpose of calculating any such prorations). In the case of an error or insufficient information with respect to any prorations, such prorations shall be adjusted after Closing upon written notice of such error delivered by Seller or Purchaser to the other party, but only if such written notice is delivered within twelve (12) months after the date of Closing.

(c) If Closing occurs before the real estate tax rate and/or general assessment are fixed for the then current year, the apportionment of real estate taxes shall be upon the basis of the rate for the preceding year applied to the latest assessed valuation. Subsequent to Closing, when the tax rate and/or assessment are fixed for the year in which Closing occurs, Seller and Purchaser agree to adjust the proration of taxes, and, if necessary, to refund or pay (as the case may be) such sums as shall be necessary to effect such adjustment within thirty (30) days after notice. Purchaser shall pay any assessments for improvements assessed and completed subsequent to Closing.

(d) Seller's and Purchaser's agreement to adjust and correct the proration of taxes and to pay the taxes after Closing as set forth in this Section 5 shall survive the Closing and delivery of the Deed.

(e) At Closing, Purchaser shall reimburse Seller for all third-party costs incurred by Seller associated with the due diligence, design, approval, and permitting of the final site plan and architectural plans for the Intended Use (the "**Pre-Development Reimbursement**"). As of the date of this Agreement, third party costs incurred by the Seller which will be subject of the Pre-Development Reimbursement total \$376,042.72.

6. Inspection.

(a) Simultaneously with its execution of this Agreement, Seller shall deliver to Purchaser (to the extent not previously delivered) copies of certain due diligence studies or reports pertaining to the Property and shall make available or deliver subsequent materials obtained by Seller with regard to the Property, which may include (i) the most recent tax bills, (ii) the most recent survey of the Property, and topographical survey, if any, (iii) the most recent title report of Seller, (iv) archaeological and environmental reports, studies, orders and correspondence relating to environmental matters at the Property, and (v) the current version of the site plan and architectural plans for construction of the Intended Use (collectively, the “**Due Diligence Materials**”). Seller has not made and does not make any warranties or representations to Purchaser regarding the accuracy, completeness or correctness of the Due Diligence Materials, however Seller represents that it has no knowledge of any facts or circumstances that would make any of Seller’s express representations and warranties set forth in this Agreement inaccurate or incorrect. Purchaser has the responsibility for verifying the accuracy of the Due Diligence Materials. During the term of this Agreement, Purchaser shall have the right to enter upon and inspect the Property provided that (i) Purchaser shall not damage the Property or perform any invasive tests or activities thereon without Seller’s consent, (ii) Purchaser shall restore the Property to its condition prior to Purchaser’s entry, (iii) Purchaser shall indemnify and hold Seller harmless from and against all claims of injury to persons or property and any liens resulting from Purchaser’s, or Purchaser’s agents, employees, consultants or designees, entry onto the Property and (iv) prior to Closing Purchaser shall not be permitted to damage or remove any trees from the Property. These indemnity provisions shall survive termination of this Agreement and Closing and delivery of the Deed hereunder.

(b) Prior to Closing, Purchaser may pursue certain approvals regarding the Property and the Intended Use of the Property. Seller will reasonably cooperate with Purchaser, at no cost to Seller, as necessary to effectuate any of such approvals, provided that such cooperation shall be limited to executing, in its capacity as landowner, such applications and submissions that require Seller’s consent and that are reasonably acceptable to Seller and that do not delay Seller’s development, subdivision, or site plan approval, and further, that no action or approval taken by Purchaser prior to Closing shall bind the Property if Closing does not occur for any reason, and any approvals, entitlements, or pending applications for approvals or entitlements that Purchaser has pursued shall be promptly withdrawn by Purchaser upon Seller’s request upon any termination of this Agreement. At Seller’s option, upon any termination of this Agreement for any reason other than a default by Seller hereunder, Purchaser will assign all of its right title and interest in any plans, specifications, licenses, permits, drawings, contracts and/or approvals obtained by Purchaser with regard to the Property, as requested by Seller.

7. Title.

(a) It shall be a condition of Closing that title to the Property at Closing shall be free and clear of all liens, but subject to (i) the easements, limitations, covenants and restrictions of record as of the date hereof, (ii) the Record Plat and any other matters expressly set forth in this Agreement, and (iii) any easements, covenants, restrictions, liens,

encumbrances or other matters which arise after the date hereof to which Purchaser does not object in the manner provided in Subsection 7(b) below.

(b) Purchaser shall have the right to notify Seller as to any material title matters to which Purchaser objects (other than matters contemplated by this Agreement and those that would not adversely affect the development and construction by Purchaser of the Intended Use on the Property), but Seller has no obligation to seek to remedy the same. If Seller does not agree to seek to cure any such material title matter, or if Seller has agreed to seek to remedy a title matter raised by Purchaser but fails to do so, Purchaser's sole remedy shall be to terminate the Agreement.

8. Conditions Precedent to Obligations of Seller and Purchaser.

(a) The obligation of Seller to sell the Property is subject to all of the following:

Purchaser shall not have breached (beyond any applicable notice and cure period provided for in Subsection 13(e) hereof) any of its representations, warranties, covenants or obligations under this Agreement in any material respect.

In the event that any of the conditions specified above have not been fulfilled on the date of Closing, Seller shall have the right, at its option, to: (A) waive this condition and proceed to Closing; or (B) terminate this Agreement by written notice to Purchaser pursuant to Section 15 of this Agreement; or (C) Seller may pursue its remedies hereunder.

(b) The obligation of Purchaser to acquire the Property under this Agreement is subject to all of the following:

(i) Seller shall not have breached (beyond any applicable notice and cure period provided for in Subsection 13(e) hereof) any of its representations, warranties, covenants or obligations under this Agreement in any material respect.

(ii) Title to the Property shall be in the condition required by Section 7.

(iii) There shall exist with respect to the Property no pending, existing or written threat of imminent commencement of sewer and water or other moratoria applicable to the general area in which the Property is located which would materially affect the ability to develop the Property by materially reducing the density or materially increasing the development cost or time period for development or the phasing of development, or change in the zoning classification of the Property other than as contemplated herein.

(iv) There shall be no Pollutants (defined hereinafter) on the Property other than those in de minimus amounts in compliance with all applicable Environmental Laws (hereinafter defined).

(v) Electricity, cable, telephone, water, storm and sanitary sewer service shall be available to the Property or in a public right-of-way adjacent to the



Property, or easements in capacity sufficient to serve the Intended Use, subject to the installation of such pipes, connections and hook-ups as may be necessary, which shall be Purchaser's obligation.

(vi) Seller shall have recorded the Record Plat with the Loudoun County Land Records Division.

(vii) Purchaser shall have received a reservation (or preliminary determination in the case of bond financing) for The Low-Income Housing Tax Credit ("LIHTC") for development of the Property for the Intended Use (the "Project").

(viii) Seller shall have received approval of the site plan and architectural plans for the Intended Use.

(ix) Purchaser shall have secured construction financing on terms satisfactory to Purchaser in its sole discretion, and shall have obtained all necessary consents, approvals and permits for the Project, including those required in connection with the LIHTC received a reservation (or preliminary determination in the case of bond financing).

If any one or more of the conditions specified above are not satisfied by the Outside Closing Date, then Purchaser shall have the right, at its option, either to (A) waive the unsatisfied condition(s) and proceed to Closing (provided that the condition in Subsection 8(b)(vi) cannot be waived), or (B) terminate this Agreement by written notice to Seller pursuant to Subsection 15(b) of this Agreement, and in the event of a failure of the condition specified in Subsection 8(b)(i), Purchaser may pursue its remedies hereunder.

9. Representations and Warranties of Seller; "AS IS". (a) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED, SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT OR OF ANY DOCUMENT OR INSTRUMENT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN SELLER'S SPECIAL WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY ("**DISCLAIMED MATTERS**"). PURCHASER AGREES THAT PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED. PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS PURCHASER ELECTS AND RELY UPON SAME AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY

PURCHASER'S INSPECTIONS AND INVESTIGATIONS. SELLER SHALL SELL AND CONVEY TO PURCHASER, AND PURCHASER SHALL ACCEPT, THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. THIS SECTION 9(a) SHALL EXPRESSLY SURVIVE CLOSING WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL IN THIS AGREEMENT.

(b) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has the lawful right, power, authority and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement. The execution of and entry into and performance of this Agreement and of the documents and instruments to be executed and delivered by Seller under this Agreement and of all acts necessary and appropriate for the full consummation of the purchase and sale of the Property as provided for in this Agreement, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound; and this Agreement, and the covenants and agreements of Seller under this Agreement, are the valid and binding obligations of Seller, enforceable in accordance with their terms. To Seller's knowledge, there are no actions, suits or proceedings pending or threatened against, by or affecting Seller or which affect title to the Property, or which question the validity or enforceability of this Agreement;

(c) During Seller's ownership of the Property, and to Seller's actual knowledge, without investigation as to the period prior to Seller's ownership, except as may be specified in the Due Diligence Materials, no portion of the Property has been used in violation of law for the storage, processing, treatment or disposal of Pollutants and no Pollutants have been released, introduced, spilled, discharged or disposed of in violation of law, nor is there a threat of release, introduction, spill, discharge or disposal of a Pollutant, on, in, or under the Property and there are no pending claims, administrative proceedings, judgments, or other actions, whether actual or threatened, relating to the presence of Pollutants on, in or under the Property. To Seller's knowledge, without investigation, the Property is in compliance with all federal, state and local laws, regulations, orders and requirements regarding the regulation of, and there are no, underground storage tanks located on or in the Property. "Pollutants" means any material or substance, or combination of materials or substances, which by reason of quantity, concentration, composition, or characteristic is or in the future becomes regulated under any federal, state or local environmental or common law, rule, regulation, ordinance or requirement, as may be amended, replaced or superseded. No representation or warranty is made as to whether or not there is asbestos in the Improvements, and Purchaser shall satisfy itself as to the same.

(d) Seller is not a party to any leases or occupancy agreements with respect to the Property that will bind Purchaser after Closing. Between the date hereof and the Closing Date, Seller shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property that would be in effect at Closing or bind Purchaser without the prior written approval of Purchaser.

(e) To Seller's actual knowledge, there are no cemeteries or other burial plots located on the Property.

For all purposes of this Agreement, the term "to Seller's knowledge" means to the actual present knowledge of Roy R. Barnett, an employee of Seller with day-to-day knowledge of the Property, without actual investigation by him. Seller's representations and warranties set forth in this Agreement shall survive Closing for a period of one (1) year.

10. Utilities. All permanent utilities serving the Property including, without limitation, telephone and electricity, shall be underground.

11. Bonds and Development. In connection with the site plan approvals obtained by Seller (the "Site Approvals"), Seller has or will post various bonds with the County or other governmental authorities (the "Project Bonds") to secure the obligation to timely make certain improvements contemplated by the Site Approvals ("Bonded Obligations"). Purchaser acknowledges that it has reviewed the Site Approvals and understands the Bonded Obligations and Project Bonds as the same relate to the Property. Purchaser agrees to promptly and diligently pursue and complete all Bonded Obligations that relate to any improvements located, or to be located, on the Property or that are for the exclusive benefit of the Property ("Purchaser Bonded Obligations"), and to cooperate with Seller to cause the Project Bonds to be reduced and released in the ordinary course. From and after Closing, Purchaser will indemnify and hold harmless Seller from any liabilities, costs, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising under the Project Bonds, to the extent the same arise as a result of Purchaser's acts or omissions. As long as any Purchaser Bonded Obligations are outstanding, Purchaser shall be obligated to continue to use its commercially reasonable efforts to secure the release of such Bonded Obligations. Purchaser acknowledges that Seller has no obligation to make any improvements whatsoever to the Property, and that the Property is being sold "as is". The provisions of this Section will survive Closing.

12. Condemnation. In the event of the taking of all or any material part of the Property by eminent domain proceedings, or the commencement or bona fide written threat of the imminent commencement of any such proceedings, prior to Closing, if such condemnation would (i) result in a 15% reduction in available density, (ii) result in a material restriction on access to all or a significant portion of the Property, or (iii) materially adversely affect Purchaser's development of the Property for the Intended Use, then Purchaser shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice thereof to Seller. If this Agreement does not terminate under this Section, then the Purchase Price shall be reduced by the total of any awards or other proceeds to be paid or to become payable after Closing by reason of any taking. Seller shall notify Purchaser of eminent domain proceedings within five (5) days after Seller receives such notice thereof. Without limitation of the foregoing, the parties agree that a road widening which does not have any of the effects specified in clauses (i) or (ii) shall not be deemed a condemnation affecting a material part of the Property.

13. Default.

(a) (i) If Purchaser fails to close in accordance with this Agreement and Seller is ready, willing and able to proceed to Closing in accordance with the terms of this

Agreement and there are no unsatisfied conditions precedent to Purchaser's obligation to proceed to Closing, or (ii) if Purchaser fails to perform any covenants or otherwise breaches this Agreement prior to Closing, then Seller shall be entitled as its sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser. Notwithstanding anything in this Agreement to the contrary, the foregoing provisions shall not apply in the case of Purchaser's indemnification obligations set forth in this Agreement and do not limit the provisions of Subsection 15(e) or Section 15.

(b) If Purchaser fails to perform any covenant in this Agreement after Closing, if and as applicable, Seller shall have the right to immediately exercise any remedies available at law or in equity to obtain damages or enforcement of this Agreement, including specific performance. This Subsection 13(b) shall survive Closing and delivery of the Deed.

(c) If: (i) Seller fails to close in accordance with this Agreement and Purchaser is ready, willing and able to proceed to Closing in accordance with the terms of this Agreement and there are no unsatisfied conditions precedent to Seller's obligation to proceed to Closing, or (ii) if Seller fails to perform any covenants or otherwise breaches this Agreement prior to Closing, then Purchaser, at its option, may as its sole and exclusive remedies, either (A) terminate this Agreement by delivery of written notice to Seller, or (B) seek to enforce specific performance of Seller's obligations hereunder. If Purchaser fails to file a suit for specific performance within ninety (90) days after the date of the alleged default, Purchaser shall be deemed to have elected option (A) above.

(d) Except as otherwise provided in the Agreement, if Seller fails to perform any covenant in this Agreement after Closing, if and as applicable, Purchaser shall have the right to exercise any remedies available at law or in equity to obtain damages or enforcement of this Agreement, including specific performance. This Subsection 13(d) shall survive Closing and delivery of the Deed.

(e) Notwithstanding the provisions of Subsections 13 (a), (b), (c) and (d), neither Seller nor Purchaser shall be in default hereunder until receipt of written notice of such default from the non-defaulting party and failure of the defaulting party to cure its breach within ten (10) days following such written notice (or by Closing, if sooner); the notice and cure periods shall not apply, however, to failure to perform at Closing, as to which a one (1) business day notice and cure period shall apply, or to any provision of this Agreement which has a specific notice and cure provision and shall not in any event delay Closing. This Subsection 13(e) shall survive Closing and delivery of the Deed with respect to Subsection 13(b) and (d).

(f) Each party waives the right to seek, prove or recover consequential, incidental or speculative damages in any action to enforce this Agreement.

14. Return of Due Diligence Materials. Notwithstanding anything to the contrary contained herein, in the event that this Agreement is terminated for any reason whatsoever, Purchaser shall return to Seller all copies of all reports, studies, and engineering/architectural drawings that were provided to Purchaser from Seller or Seller's agents pursuant to this

Agreement. In addition, if this Agreement is terminated for any reason other than Seller's default, Purchaser shall deliver to Seller, at no cost to Purchaser and without representation or warranty, copies of all written reports, tests and studies performed by or on behalf of Purchaser with respect to the Property, except only Purchaser's proprietary information and confidential financial analysis and architectural plans, together with an assignment of the same. At Seller's request, Purchaser will direct the parties who prepared such materials to make copies available to Seller, at Seller's cost. This Section 14 shall survive Closing and delivery of the Deed hereunder.

15. Miscellaneous.

(a) This Agreement and its Exhibits embody the entire agreement between Seller and Purchaser, supersede any and all prior agreements between Seller and Purchaser regarding the Property, and cannot be varied or terminated except as provided herein or by written agreement of the parties hereto. It is agreed that this Agreement does not create a partnership between the parties and that there exists no partnership between the parties.

(b) All notices, demands, requests or other communications or documents to be provided under this Agreement ("**notice**") shall be in writing and shall be deemed to have been given if served personally, sent by email, sent by nationally recognized overnight delivery service (such as Federal Express), or sent by United States Registered or Certified Mail, return receipt requested, postage prepaid, addressed to the addresses or telecopy numbers set forth below or such other addresses or telecopy numbers as either party may designate by notice to the other:

If to Seller: Van Metre Broadlands Metro Apartments LLC  
c/o Van Metre Companies  
9900 Main Street, Suite 500  
Fairfax, Virginia  
Attention: Richard J. Rabil and General Counsel  
Email: rrabil@vanmetreco.com; jestrada@vanmetreco.com

with a copy to: Van Metre Companies  
9900 Main Street, Suite 500  
Fairfax, Virginia  
Attention: Roy R. Barnett  
Email: rbarnett@vanmetreco.com

If to Purchaser: View Broadlands VA LLC  
1515 Mockingbird Lane, Suite 1010  
Charlotte, North Carolina 28209  
Attention: Hollis Fitch and Charlie Irick  
Email: hollis@fitchirick.com; charlie@fitchirick.com

Notices which shall be served upon Seller or Purchaser in the manner aforesaid shall be deemed to have been given and received for all purposes hereunder at the time such notice shall have been: (i) if given by email, when the email is transmitted to the party's email address specified above; (ii) if hand delivered to a party against receipted copy, when the copy of the notice

is receipted; (iii) if given by nationally recognized overnight delivery service, on the day on which the notice is actually received by the party; and (iv) if given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is posted with the United States Postal Office. If any notice is sent by email, the transmitting party shall send a duplicate copy of the notice to the other party by courier or overnight mail within one (1) business day thereafter. If notice is tendered under the provisions of this Agreement and is refused by the intended recipient of the notice, the notice shall nonetheless be considered to have been given and received and shall be effective as of the date of such refusal. This Agreement notwithstanding, any notice given to a party in a manner other than provided in this Agreement, if it is actually received by such party, shall be effective with respect to such party.

(c) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided, however, this Agreement may not be assigned by Purchaser without the prior written consent of Seller, which consent may be granted or withheld in the Seller's sole and absolute discretion.

(d) The performance and interpretation of this Agreement shall be controlled and governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. THE PARTIES FULLY WAIVE ANY RIGHT TO TRIAL BY JURY TO THE EXTENT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM OR ACTION IN CONNECTION THEREWITH.

(e) Seller and Purchaser both covenant and warrant that, neither party has engaged real estate brokers for this transaction. Both parties hereby agree to indemnify and hold the other party harmless from any claims or actions brought by real estate brokers with respect to the Property or this Agreement.

(f) This Agreement may be executed in two or more counterparts, each of which shall constitute one and the same instrument. This Agreement may be executed via DocuSign or .pdf/email.

(g) This Agreement and any exhibits hereto shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of an agreement or the portions of an agreement in question.

(h) Time is of the essence for all purposes of this Agreement.

(i) If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

(j) The Effective Date of this Agreement shall be the date of execution by the last of Purchaser and Seller and shall be filled in on the front page of this Agreement. If the expiration of any time period set forth in this Agreement shall fall on a Saturday, Sunday or legal holiday in Virginia, such time period shall be automatically extended to the next business day.

(k) The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(l) This Agreement shall not be construed or considered to transfer any title to the Property, legal or equitable, until the Deed has been delivered at Closing. Neither Seller nor Seller's agents have made any representations or promises with respect to the Property or any other portions of Broadlands except as herein expressly set forth and all reliance with respect to any representations or promises is based solely on those contained herein. No rights, easements, or licenses are acquired by Purchaser under this Agreement by implication or otherwise except as, and unless, expressly set forth in this Agreement.

(m) If any party is required to resort to litigation to enforce its rights hereunder, the parties agree that any judgment awarded to the prevailing party shall include all litigation expenses, including reasonable attorney's fees and court costs.

(n) This Agreement shall not be recorded.

(o) Purchaser hereby warrants and represents now and as of Closing that Purchaser is acquiring the Property for the purpose of engaging in the commercial business of constructing and operating a rental apartment building(s).

(p) Except as otherwise expressly provided herein, no person shall be deemed to be a third party beneficiary of this Agreement or any portion hereof.

(q) The terms and provisions of Section 15 shall survive Closing and delivery of the Deed and any termination of this Agreement.

(r) This Agreement shall be automatically subordinate to any loan made to Seller. At Seller's request, Purchaser agrees to enter into a collateral assignment of this Agreement or a subordination agreement with such lender expressly assigning and/or subordinating this Agreement on terms required by the lender and reasonably acceptable to Purchaser.

(s) Highway Noise. Pursuant to the Proffers, specifically proffer XIII.B., the Property is subject to Highway Noise which requires completion of a noise study and, if required, implementation of noise attenuation measures.

(t) Mutual Cooperation. Subject to the provisions of the succeeding paragraph, Purchaser shall, promptly upon the request of Seller or any applicable governmental authority or utility, and without any third party costs to itself, dedicate or convey to the appropriate party any and all rights-of-way, drainage, sewer, water, detention and utility easements, trail easements, ingress/egress easements, construction and grading

easements, easements for cable television or telecommunications, and all such other easements, as may be reasonably necessary for Seller or the owner or developer of each portion of Broadlands to develop its land in accordance with the approved development and construction plans, or to meet any requirements of applicable governmental authorities and utilities, in a form, location and substance acceptable to Purchaser, with such acceptance not being unreasonably withheld, conditioned or delayed. Subject to the provisions of the succeeding paragraph, Seller shall, promptly upon the request of Purchaser or any applicable governmental authority or utility, and without any third party costs to itself, dedicate or convey to the appropriate party any and all rights-of-way, drainage, sewer, water, detention and utility easements, trail easements, ingress/egress easements, construction and grading easements, easements for cable television or telecommunication services, and all such other easements, as may be reasonably necessary for Purchaser to develop the Property in accordance with the approved site plan, or to meet any requirements of applicable governmental authorities and utilities, in a form, location and substance acceptable to Seller, with such acceptance not being unreasonably conditioned, withheld or delayed.

No party shall be required to cooperate under this paragraph if such cooperation materially and adversely affects the development of, use of or construction on, such party's property in Broadlands. A matter shall be material and adverse, without limitation, if it reduces the density, adversely affects or restricts the ability of Purchaser to build, develop or operate the Property for its Intended Use, or delays or affects the orderly and efficient subdivision and development of Broadlands by Seller or its assigns or increases the hard costs of the cooperating party's development and construction on its property by more than Ten Thousand Dollars (\$10,000) in the aggregate for all such requests, or delays or interferes with the cooperating party's sales, financing, development or construction.

[signature pages follow]



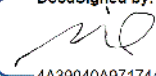
IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**SELLER:**

**VAN METRE BROADLANDS METRO APARTMENTS, L.L.C.,**  
a Virginia limited liability company

By: Van Metre Financial Associates, Inc.,  
its Manager

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

DocuSigned by:  
  
4A39040A9717447...

Name: Richard Rabil

Title: CEO

Date: 12/30/2020  
\_\_\_\_\_

**PURCHASER:**

**VIEW BROADLANDS VA LLC,**  
a Virginia limited liability company

By: 

Name: **Charles F. Irick Jr.**

Title: **Manager**

Date: 12/29/2020

**EXHIBIT "A"**

**PRELIMINARY/RECORD PLAT (Draft)**

[attached]

**NOTES**

1. THE PROPERTIES DENICATED HEREON ARE LOCATED IN LOUDOUN COUNTY REAL ESTATE ASSESSMENT MAPS MGR: 120-48-6253 AND MGR: 119-19-2497 AND ARE CURRENTLY ZONED PD-1RC UNDER THE REVISED 1993 ZONING ORDINANCE.
2. APPROVAL OF THIS PLAN IN NO WAY RELIEVES THE OWNER, DEVELOPER, OR HIS AGENTS OF ANY LEGAL RESPONSIBILITY REQUIRED BY THE COUNTY OF LOUDOUN.
3. CLOSURE OF BOUNDARIES SHOWN HEREON ARE WITHIN ACCEPTABLE ERROR OF CLOSURE LIMITS ESTABLISHED BY THE COMMONWEALTH OF VIRGINIA.
4. THIS PROPERTY LIES WITHIN THE AREA OF APPLICABILITY OF THE LAND SUBDIVISION AND DEVELOPMENT ORDINANCE OF LOUDOUN COUNTY AND DOES NOT LIE WITHIN THE AREA OF APPLICABILITY OF ANY OTHER SUBDIVISION ORDINANCE.
5. THIS PROPERTY IS SUBJECT TO ALL COVENANTS AND/OR RESTRICTIONS OF RECORD AND THOSE RECORDED HEREWITH, IF ANY. THE PLAN PREPARER HAS NOT BEEN PROVIDED WITH A CURRENT TITLE REPORT, AND AS SUCH CANNOT STATE AS TO THE EXISTENCE OF ANY AND ALL COVENANTS AND/OR RESTRICTIONS WHICH MAY EXIST.
6. STRUCTURES SUBJECT TO THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE WHICH ARE NOT SHOWN ON THIS PLAN, WILL BE REMOVED UNLESS SATISFACTORY ALTERNATE ARRANGEMENTS ARE APPROVED BY THE DIRECTOR OF THE DEPARTMENT OF BUILDING & DEVELOPMENT.
7. THE PROPERTIES SHOWN HEREON ARE SERVED BY LOUDOUN COUNTY SANITATION AUTHORITY FOR WASTE AND SEWER.
8. EASEMENTS SHOWN HEREON ARE GRANTED PURSUANT TO SIP-2007-0046 AND LOUDOUN WATER PROJECT #2020-0044.
9. THE OWNER IN FEE SIMPLE TITLE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF STORM DRAINAGE AND/OR STORMWATER MANAGEMENT EASEMENTS AND STORMWATER MANAGEMENT FACILITIES NOT MAINTAINED BY THE COUNTY. NONWITHSTANDING THE FOREGOING, THE COUNTY SHALL MAINTAIN THE PHYSICAL INFRASTRUCTURE OF THE STORM DRAINAGE FACILITIES CONTAINED WITHIN THE EASEMENTS.
10. THERE IS NO FLOODPLAIN ON THE PROPERTIES THAT ARE THE SUBJECT OF THIS APPLICATION. THE CURRENT FLOOD INSURANCE RATE MAPS (FIRM) OF LOUDOUN COUNTY COMMUNITY PANEL NUMBERS SR1070242C, BOTH EFFECTIVE FEBRUARY 11, 2017.
11. THE FOLLOWING LAND DEVELOPMENT APPLICATIONS ARE ASSOCIATED WITH THIS PROJECT:
  - SPRL-2002-0035, APPROVED 06/12/03
  - GPAP-2007-0029, APPROVED 02/16/18
  - GPAP-2003-0057, APPROVED 06/13/03
  - ED-2017-0042, APPROVED 06/28/18
  - GPAP-2003-0150, APPROVED 12/09/03
  - ZMAP-2016-0010, APPROVED 06/20/19
  - SPAM-2004-0015, APPROVED 12/21/04
  - SPFX-2016-0034, APPROVED 06/20/19
  - SBRD-2004-0059, APPROVED 06/22/05
  - ZM03-2017-0028, APPROVED 06/20/19
  - GPAP-2005-0152, APPROVED 07/05/06
  - FPD-2019-0003, APPROVED 07/09/20
  - GPAP-2020-0006, APPROVED 07/09/20
  - GPAP-2008-0005, APPROVED 04/04/08
  - GPAP-2020-0012, APPROVED 07/09/20
  - SBRP-2007-0011, APPROVED 12/03/08
  - GPAP-2020-0043, APPROVED 07/09/20
  - GPAP-2014-0041, APPROVED 05/12/15
  - ESM1-2020-0043, APPROVED 07/09/20
  - BL40-2017-0004, APPROVED 09/26/17
  - ED-2020-0038, APPROVED 07/09/20
12. ALL DEVELOPMENT WITHIN THIS SUBDIVISION SHALL BE IN SUBSTANTIAL CONFORMANCE WITH (A) THE REQUIREMENTS OF THE APPLICABLE CONCEPT DEVELOPMENT PLAN, PROFFERS AND SPECIAL EXCEPTION CONDITIONS IN ACCORDANCE WITH ZMAP-2016-0010, PURSUANT TO WHICH SUCH CONCEPT DEVELOPMENT PLAN, PROFFERS AND SPECIAL EXCEPTION CONDITIONS WERE APPROVED, AND (B) ANY CONDITIONS SET FORTH AS CONDITIONS OF APPROVAL OF THIS PRELIMINARY PLAN.
13. CONSTRUCTION OF THE PRIVATE ROADS AND/OR ACCESS EASEMENTS(S) SHOWN HEREON SHALL CONFORM TO THE STANDARDS SET FORTH IN THE LOUDOUN COUNTY LAND SUBDIVISION AND DEVELOPMENT ORDINANCE AND CHAPTER 4 OF THE EASELIES STANDARDS MANUAL.
14. THE STREETS IN THIS SUBDIVISION DO NOT MEET THE STANDARDS NECESSARY FOR INCLUSION IN THE STATE HIGHWAY SYSTEM. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE TRANSPORTATION OF THE COUNTY AND ARE NOT ELIGIBLE FOR FEDERAL FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.

THE ACCESS SERVING THESE LOTS IS PRIVATE AND ITS MAINTENANCE, INCLUDING SNOW REMOVAL, IS NOT A PUBLIC RESPONSIBILITY.

THERE IS AN EXISTING WELL (WMR-2004-0631) LOCATED ON THE SUBJECT PROPERTY. THIS WELL IS TO BE REMAINED AS AN IRRIGATION WELL. CONTRACTOR SHALL TAKE MEASURES TO PROTECT IT FROM DAMAGE DURING CONSTRUCTION.

**SURVEYOR'S CERTIFICATE**

I, KEVIN P. O'CONNOR, A FULLY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A PLAT SHOWING SUBDIVISION AND CREATION OF VARIOUS EASEMENTS ON THE LANDS OF VAN WIRE BROADLANDS METRO APARTMENTS, L.L.C. AS ACQUIRED IN INSTRUMENT NUMBER 202003160017998 AND LAST MODIFIED IN INSTRUMENT NUMBER \_\_\_\_\_ AND THE LANDS OF GEORGE MASON UNIVERSITY FOUNDATION, INC. AS ACQUIRED IN INSTRUMENT NUMBER 20190080061252 AND LAST MODIFIED IN INSTRUMENT NUMBER \_\_\_\_\_ AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.

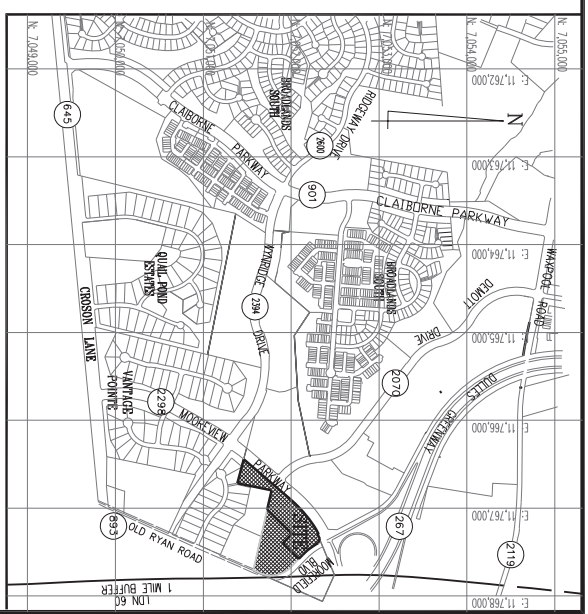


**ZONING REQUIREMENTS**

PRESENT ZONING: PD-1RC, UNDER THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE

- LOT REQUIREMENTS: NO MINIMUM, EXCEPT 2,400 SQUARE FEET FOR SINGLE-FAMILY DETACHED AND 1,600 SQUARE FEET FOR SINGLE FAMILY ATTACHED DWELLINGS.
- SIZE: NO MINIMUM
- WIDTH: NO MINIMUM
- DEPTH: NO MINIMUM
- YARDS: NO MINIMUM
- FRONT: NO REQUIREMENT
- REAR: NO REQUIREMENT
- ADJACENT TO ROADS: UNLESS GREATER SETBACKS ARE REQUIRED UNDER SECTION 5-1403(B), NO BUILDING SHALL BE PERMITTED CLOSER THAN ONE HUNDRED (100) FEET TO THE RIGHT-OF-WAY OF ANY ARTERIAL ROAD UNLESS A COMPONENT OF AN URBAN DECK AS DEFINED IN ARTICLE 6. NO PARKING SHALL BE LOCATED WITHIN FIFTY (50) FEET OF THE RIGHT-OF-WAY OF ANY ARTERIAL ROAD.
- \*10' BUILDING AND PARKING SETBACK FROM MOOREFIELD BOULEVARD PER ZMAP-2016-0010/ZM03-2017-0028, APPROVED 06/20/19, AND FPD-2019-0003, APPROVED 07/09/20

- BUILDING REQUIREMENTS**
- LOT COVERAGE: NO REQUIREMENT
- BUILDING HEIGHT: UNLESS A LOWER HEIGHT RESTRICTION IS RECOMMENDED BY THE WASHINGTON/DULLES INTERNATIONAL AIRPORT AUTHORITIES, INNER CORE: 175 FEET OUTER CORE: 125 FEET; TRANSIT-DESIGNED SUPPORTIVE AREA: 100 FEET UNOCCUPIED SPACE SUCH AS ROOF TOP MECHANICAL ROOMS, STAIRWAYS, AND ELEVATOR SHAFTS SHALL NOT BE MEASURED IN DETERMINING MAXIMUM HEIGHT.
- MINIMUM HEIGHT: INNER CORE: 35 FEET OF OCCUPIED SPACE IF CONSTRUCTED BETWEEN A PARKING STRUCTURE AND A STREET AND EFFECTIVELY SCREENS THE PARKING STRUCTURE FROM PUBLIC VIEW, OUTER CORE: 25 FEET OF OCCUPIED SPACE. TRANSIT-DESIGNED SUPPORTIVE AREA: NO MINIMUM HEIGHT.
- FLOOR AREA RATIO: MAXIMUM F.A.R. IN INNER/OUTER CORE SUBAREAS: RAIL - 2.0
- INNER CORE: PRIOR TO BUS - 1.20 MAXIMUM BUS - 2.0 MAXIMUM RAIL - 3.0 MAXIMUM
- TRANSIT-DESIGNED SUPPORTIVE SUBAREA: 4.0 MAXIMUM
- ACCESS AND SETBACKS FROM SPECIFIC ROADS PER SECTION 5-1403(B) OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE
- OTHER MAJOR COLLECTOR ROADS:
  - \*BUILDING: 35 FEET FROM MOOREVIEW PARKWAY
  - \*PARKING: 35 FEET FROM MOOREVIEW PARKWAY
  - \*BUFFER TYPE: MIN 20' TYPE 3 BUFFER PER ZMAP-2016-0010
  - \*MODIFIED PER ZMAP-2016-0010/ZM03-2017-0028, APPROVED 06/20/19
- AREA TABULATION**
- BEGINNING AREA - PIN: 120-48-6253 (PARCEL C-1)
- NEW AREA PARCEL C-1A
- NEW AREA PARCEL C-1B
- NEW AREA PARCEL C-1C
- RESIDUAL AREA - PIN: 120-48-6253 (PARCEL C-1)



**VICINITY MAP**  
SCALE: 1" = 1000'

APPROVAL BLOCK

LAND DEVELOPMENT APPLICATION NUMBER: SBRP 2020-0008

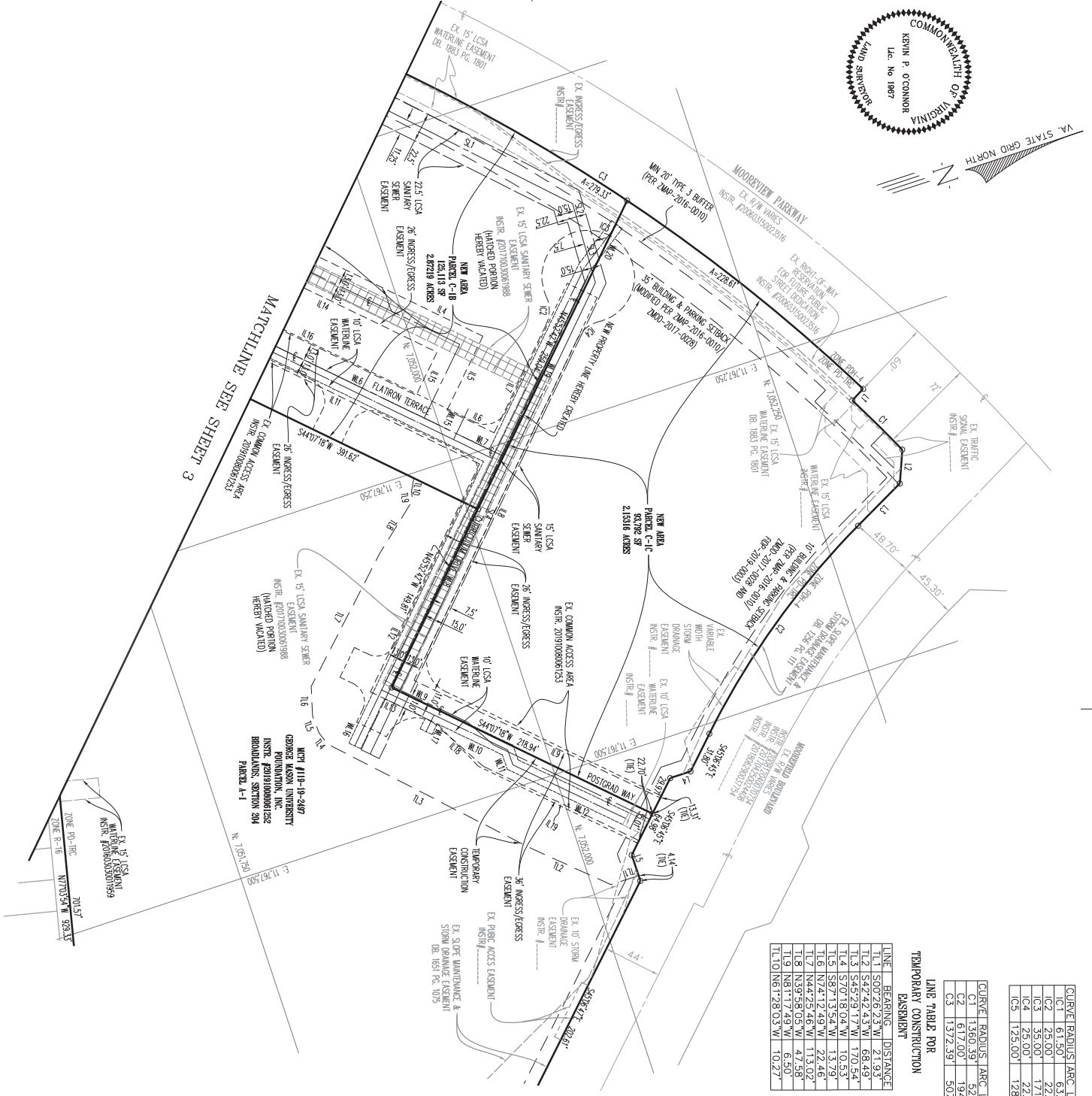
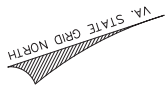
Director of Building & Development \_\_\_\_\_ Date \_\_\_\_\_

NO.	DATE	REVISIONS	COUNTY COMMENTS
1	9/21/20		

PRELIMINARY/RECORD PLAT  
SHOWING THE SUBDIVISION,  
CREATION OF VARIOUS EASEMENTS  
AND VACATION OF LCSA SANITARY  
SEWER EASEMENTS

BROADLANDS METRO  
MOOREFIELD LB C, D & E  
BROAD RUN ELECTION DISTRICT  
LOUDOUN COUNTY, VIRGINIA  
SCALE: 1" = 50' DATE: JULY, 2020





**CURVE TABLE FOR INGRESS/EGRESS EASEMENT**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	61.50	63.13	58.48°	N75°31'42"E	60.39	34.66
C2	25.00	22.12	50.42°	N71°28'20"W	21.41	11.85
C3	35.00	171.90	281°24'25"	N43°52'46"E	44.33	28.66
C4	25.00	22.12	50.42°	N71°28'20"W	21.41	11.85
C5	129.00	128.31	58.48°	N75°31'42"E	122.75	70.45

**CURVE TABLE FOR BOUNDARY**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1360.39	52.95	2°13'48"	N62°47'47"E	52.94	26.48
C2	617.00	194.08	18°01'20"	S36°06'06"E	193.28	97.85
C3	1372.39	507.94	2°11'21"	N51°04'33"E	505.05	256.91

**TEMPORARY CONSTRUCTION EASEMENT**

LINE	BEARING	DISTANCE
T1.1	S00°26'23"W	21.93
T1.2	S42°42'43"W	68.49
T1.3	S45°29'17"W	170.54
T1.4	S70°18'04"W	10.53
T1.5	S87°13'54"W	13.79
T1.6	N24°22'46"W	22.46
T1.7	N42°48'46"W	113.02
T1.8	N89°59'42"W	6.60
T1.9	N89°59'42"W	6.60
T1.10	N61°28'03"W	10.27

**WATERLINE EASEMENT**

LINE	BEARING	DISTANCE
W1.1	S77°03'51"E	20.00
W1.2	S77°03'51"E	71.54
W1.3	N89°07'18"E	51.81
W1.4	N66°37'18"E	36.58
W1.5	N44°07'18"E	114.71
W1.6	N44°07'18"E	205.00
W1.7	N44°07'18"E	32.61
W1.8	S46°07'14"E	94.04
W1.9	S42°07'14"E	61.56
W1.10	N44°07'18"E	11.69
W1.11	N88°48'13"E	11.69
W1.12	N43°52'46"E	94.59
W1.13	N12°56'09"E	42.00
W1.14	N45°52'42"W	42.00
W1.15	N45°52'42"W	26.00
W1.16	S46°07'14"E	46.94
W1.17	S46°11'47"E	14.00
W1.18	S89°07'18"W	19.14
W1.19	S45°52'42"E	160.00
W1.20	S43°37'42"E	39.83

**INGRESS/EGRESS EASEMENT**

LINE	BEARING	DISTANCE
I1.1	S77°03'54"E	107.56
I1.2	N44°07'18"E	47.63
I1.3	N45°52'42"W	49.50
I1.4	N44°07'18"E	239.00
I1.5	S45°52'42"E	62.00
I1.6	N44°07'18"E	39.53
I1.7	N44°07'14"E	90.75
I1.8	S46°07'14"E	285.75
I1.9	S42°07'14"E	208.61
I1.10	S42°07'14"E	61.56
I1.11	N44°07'18"E	325.04
I1.12	S46°07'14"E	191.05
I1.13	N43°48'13"E	51.24
I1.14	N44°07'18"E	187.00
I1.15	S45°52'42"E	36.00
I1.16	S44°07'18"W	187.00
I1.17	N45°52'42"W	36.00
I1.18	N89°26'45"E	51.92
I1.19	N43°48'13"E	130.38

**LINE TABLE FOR LSA**

LINE	BEARING	DISTANCE
L1	S28°19'18"E	12.00
L2	S67°33'50"E	25.66
L3	S27°05'27"E	44.88
L4	S00°06'45"E	16.28
L5	N89°58'59"E	20.73
L6	N77°03'54"W	0.763

**LINE TABLE FOR STORM DRAINAGE EASEMENTS**

LINE	BEARING	DISTANCE
D1	N44°07'18"E	12.00
D2	S45°52'42"E	28.67
D3	S44°07'18"W	29.74
D4	S12°56'09"W	9.80
D5	S77°03'54"E	145.92
D6	N44°07'18"E	63.20
D7	N89°36'29"E	66.67
D8	N44°30'11"E	109.44
D9	N43°42'24"E	108.74
D10	S46°17'36"E	5.23
D11	N86°28'28"E	23.44
D12	N43°52'46"E	22.29
D13	S45°52'42"E	10.00
D14	S46°28'48"W	24.75
D15	S43°42'24"W	106.30
D16	S43°42'24"W	106.30
D17	S44°30'11"W	115.90
D18	S89°36'29"W	66.67
D19	S44°07'18"W	65.24
D20	N77°03'54"W	169.38
D21	N12°56'06"E	28.17
D22	N45°52'42"W	5.23

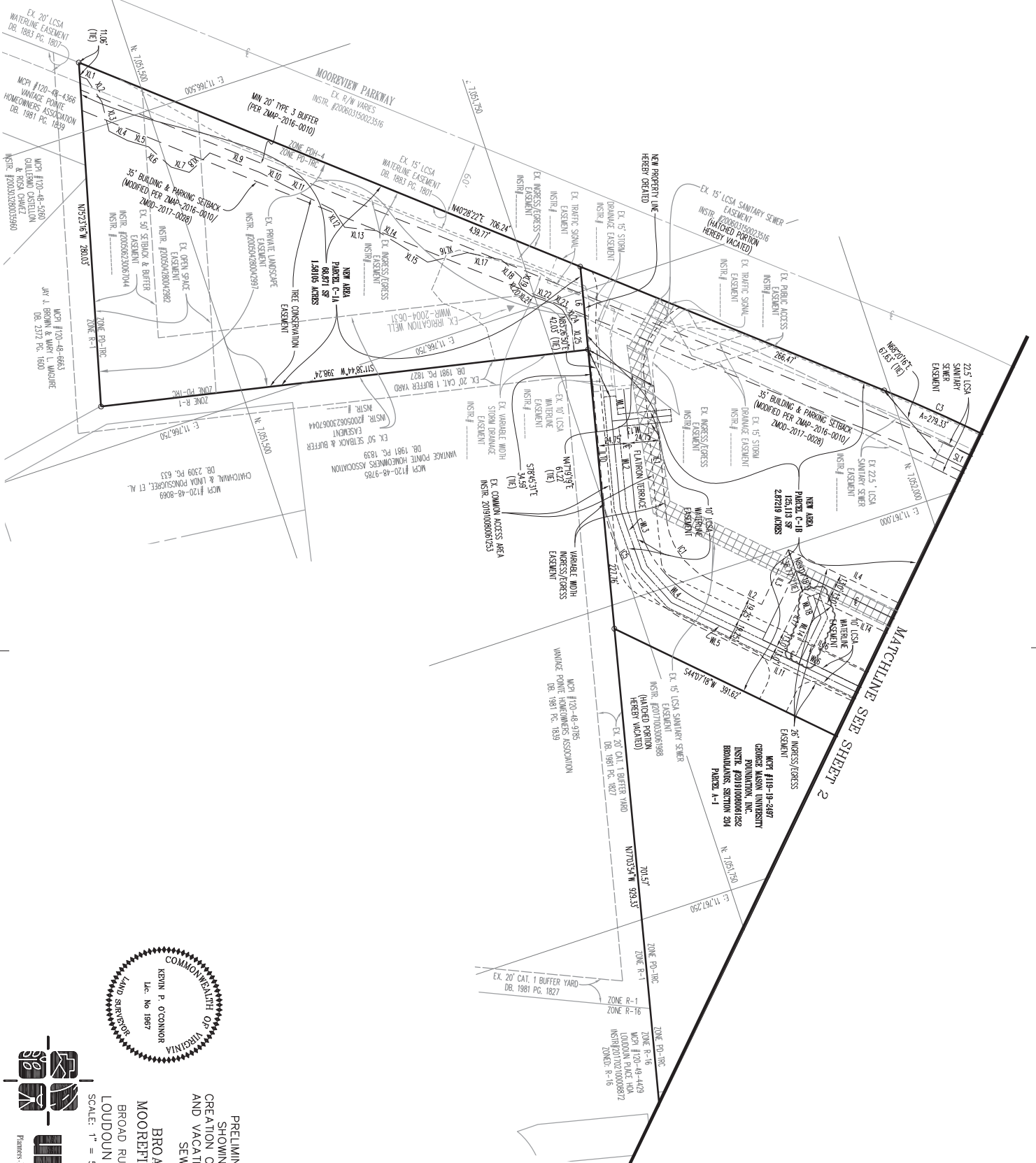
**LINE TABLE FOR TREE CONSERVATION EASEMENT**

LINE	BEARING	DISTANCE
X1	N75°00'00"E	6.27
X2	N75°00'00"E	24.47
X3	S85°00'00"E	16.98
X4	N45°00'00"E	17.80
X5	N35°00'00"E	17.80
X6	N60°00'00"E	24.58
X7	N34°09'33"E	15.07
X8	N24°06'55"W	22.98
X9	N39°36'20"E	43.38
X10	N46°08'27"E	20.54
X11	N45°00'00"E	46.48
X12	N75°00'00"E	16.55
X13	N25°00'00"E	26.44
X14	N50°00'00"E	91.72
X15	N50°00'00"E	38.60
X16	N50°00'00"E	28.47
X17	N30°00'00"E	28.47
X18	N60°00'00"E	21.91

PRELIMINARY/RECORD PLAT  
 SHOWING THE SUBDIVISION,  
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 AND VACATION OF LSA SANITARY  
 SEWER EASEMENTS

BROADLANDS METRO  
 MOOREFIELD LB C, D & E  
 BROAD RUN ELECTION DISTRICT  
 LOUDOUN COUNTY, VIRGINIA  
 SCALE: 1" = 50'  
 DATE: JULY, 2020





PRELIMINARY/RECORD PLAT  
 SHOWING THE SUBDIVISION  
 CREATION OF VARIOUS EASEMENTS  
 AND VACATION OF LSCA SANITARY  
 SEWER EASEMENTS

**BROADLANDS METRO**  
 MOOREFIELD LB C, D & E  
 BROAD RUN ELECTION DISTRICT  
 LOUDOUN COUNTY, VIRGINIA

SCALE: 1" = 50'  
 DATE: JULY, 2020



**EXHIBIT "B"**

**PROFFERS**

[attached]



Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison St., S.E., Leesburg, Virginia, on Thursday June 20, 2019 at 5:00 p.m.

IN RE: TRANSPORTATION AND LAND USE COMMITTEE REPORT: ZMAP-2016-0010, SPEX-2016-0034, SPMI-2016-0016, SPMI-2018-0013 & ZMOD-2017-0028 – Broadlands Ashburn Metro Sections 202, 204, and 206, Block 2 (Broad Run)

Supervisor Meyer moved that the Board of Supervisors approve ZMAP-2016-0010, SPEX-2016-0034, SPMI-2016-0016, SPMI-2018-0013, and ZMOD-2017-0028 – Broadlands Ashburn Metro Sections 202, 204, and 206, Block 2, subject to the Proffer Statement dated June 10, 2019, the Conditions of Approval dated February 26, 2019, and based on the Findings for Approval provided as Attachments 1, 2, and 3 to the June 20, 2019, Board of Supervisors Business Meeting Action Item.

Seconded by Supervisor Volpe.

Voting on the Motion: Supervisors Buffington, Buona, Higgins, Letourneau, Meyer, Randall, Saines, and Volpe – Yes; Supervisor Umstattd-No.

COPY TESTE:

  
DEPUTY CLERK FOR THE LOUDOUN  
COUNTY BOARD OF SUPERVISORS



**BROADLANDS-ASHBURN METRO, SECTIONS 202, 204 and 206 BLOCK 2**

**ZMAP-2016-0010  
PROFFER STATEMENT  
February 26, 2019  
Revised March 24, 2019  
Revised April 25, 2019  
Revised May 13, 2019  
Revised May 30, 2019  
Revised June 10, 2019**

Broadlands Commercial Development, L.L.C. (the "204 Owner"), the sole owner of the properties known as Loudoun County Tax Map # /78/B20/////A/ (PIN 119-19-2497, /78/B20/////B/ (PIN 119-19-7523), and /78/B20/////C/ (PIN 120-48-6253), (collectively the "204 Property"), George Mason University Foundation, Inc. (the "202 Owner") the sole owner of the properties known as Loudoun County Tax Map #/78/A49/////B1/ (PIN 119-37-9936), /78/A49/////A1/ (PIN 119-27-5068) and /78/A49/////C1/ (PIN 119-28-2808), (collectively the "202 Property") and Broadlands Commercial Owners Association, (the "206 Owner") the sole owner of the property known as Loudoun County Tax map # /78/A50//S206/ (PIN 119-18-8461) (the "206 Property") (the aforesaid 204 Property, 202 Property and 206 Property are collectively referred to as the "Property" and the foregoing identified owners are collectively referred to as the "Owner"), on behalf of themselves and their successors in interest, hereby voluntarily proffer, pursuant to Section 15.2-2303, Code of Virginia (1950), as amended, and Section 6-1209 of the Revised 1993 Loudoun County Zoning Ordinance, as amended (the "Zoning Ordinance"), that the development of the Property, as identified on the Concept Development Plan as defined below, shall be in substantial conformance with the proffers (the "Proffers") as set forth below. Said proffers and conditions herein supersede all previous proffers and letters of clarification made with respect to the Property pursuant to (a) the approved Proffer Statement, Broadlands and Broadlands South, ZCPA 1994-0005 and ZMAP 1995-0003, dated July 20, 1995; (b) the First Amendment to Proffer Statement, Broadlands and Broadlands South, ZCPA 1997-0004, dated January 4, 1998, as clarified by the Letter of Clarification for Broadlands ZCPA 1997-0004, dated January 14, 1999; (c) the Second Amendment to Proffer Statement, Broadlands and Broadlands South, ZCPA 2002-0011, dated December 14, 2004, as clarified by the Letter of Clarification for ZCPA 2002-0011 dated February 14, 2005; (d) the Proffer Statement for Broadlands South, Section 204, ZCPA 2009-0006, dated August 17, 2009; (e) the Third Amendment to Proffer Statement, Broadlands and Broadlands South, ZCPA 2011-0002, dated August 10, 2011; (f) the Fourth Amendment to Proffer Statement, Broadlands and Broadlands South, ZCPA 2011-0004, dated November 3, 2011, Revised November 29, 2011; and (g) the Fifth Amendment to Proffer Statement, Broadlands South, Sections 204 (Parcel B), 206 (Blocks 1A and 1B), 208 (Block 1, Parcel A), and Section 94, ZCPA 2015-0010, dated September 21, 2016.

All Proffers made herein are contingent upon approval of (i) this ZMAP-2016-0010 and the rezoning of the Property to the PD-TRC Planned Development – Transit Related Center zoning district classification under the Zoning Ordinance, including the requested zoning modifications as provided in Exhibit A and (ii) the Concept Development Plan as defined in Proffer I below and incorporated herein as Exhibit B.

All references in these Proffers to subdivision, subdivision plat, or record plat shall be deemed to include condominium or condominium plat or any other document or mechanism that legally divides the Property into separately transferable units of ownership. Any obligation imposed herein that must be performed prior to, in conjunction with, or concurrently with first or other subdivision or record plat approval shall be deemed to be required to be performed prior to the recordation of any such condominium declaration or plat or other similar document that would have the legal effect of dividing the Property into separately transferable units of ownership.

When any plan submission, signal warrant analysis submission, noise or other impact study submission, bonding, dedication, conveyance, construction, completion of construction, opening of a facility or infrastructure to traffic or use, payment of cash, or any other act or activity required in these Proffers is required to be performed, submitted, recorded, paid, and/or completed prior to the issuance of an occupancy permit or the approval of a zoning permit, site plan, and/or site plan amendment, said permit and/or plan shall not be issued or approved until the Owner has provided written documentation to the Zoning Administrator that the said payment, act, or activity has been made or completed, or a Zoning Administrator determination that alternative affirmative acts by the Owner are deemed to satisfy the intent of the proffered payment, act, or activity, or that an extension of time shall be permitted for the fulfillment of said payment, act, or activity due to unforeseen circumstance(s) that renders the fulfillment not feasible within the prescribed timeframe.

The Zoning Administrator may grant an extension to any dates or events provided in these Proffers by which time a commitment must be fulfilled if the Zoning Administrator determines that an extraordinary, unforeseeable event or circumstance beyond the control of the Owner has prevented the fulfillment of its obligations under these Proffers within the stated time period upon the Owner securing fulfillment of such commitment by providing a bond or other adequate surety to the Zoning Administrator.

**I. Concept Development Plan**

The development of the Property shall be in substantial conformance with the Concept Development Plan (the "CDP") (included by reference as Exhibit B) identified as Sheets 1-5, 5A, 6-9, and 16 of 19 of the plan set entitled "Broadlands-Ashburn Metro: Sections 202, 204 and 206 Block 2 ZMAP-2016-0010, SPEX-2016-0034, SPMI-2016-0016, SPMI-2018-0013, & ZMOD-2017-0028 dated May 25, 2016, revised through February 19, 2019, prepared by J2 Engineers Inc, (the "Plans") and the Zoning Ordinance Modifications described in Exhibit A. The CDP shall control the general layout, and configuration of development of the Property. Minor adjustments to the locations of the proposed roads and improvements shown on the CDP shall be permitted as reasonably necessary to address grading, drainage, environmental, cultural and natural features, development ordinance requirements, and other final engineering considerations, and to accommodate the recommendations of archaeological studies, if any, provided that any such adjustments shall be in accordance with Section 6-1209 and Section 6-1216 (A) of the Zoning Ordinance.

All land development applications, including zoning permit applications, for development of all or any portion of the Property shall identify the applicable zoning district (Planned Development-Transit Related Center ("PD-TRC") zoning district), ZMAP number (ZMAP-

2016-0010), subarea of the PD-TRC zoning district (Outer Core subarea, or Transit-Designed Supportive Area (“TDSA”) subarea), Proffers, and Land Bay designation(s) noted on the CDP. The PD-TRC district shall include two separate subareas, namely a TDSA Subarea and an Outer Core subarea.

The Property will be served by public central water supply and public central sanitary sewer systems. Except as otherwise stated herein, the Owner shall construct and install all water and sewer extensions and shall provide all connections necessary for development of the Property at no expense to Loudoun County (the “County”) or to the Loudoun County Sanitation Authority (“Loudoun Water”). Such water and sanitary sewer extensions and connections shall be constructed in accordance with adopted Loudoun Water standards. The Owner shall acquire any offsite easements, if needed, to extend public water and/or sanitary sewer lines to the Property and shall dedicate such easements to Loudoun Water at no cost to the County or to Loudoun Water.

## II. PROPOSED LAND USES

The development of the Property may include any use permitted within the PD-TRC zoning district, including any special exception and minor special exception use listed in the PD-TRC district provided the requisite special exception approval for any such use shall have been approved by the County prior to establishment of such use. Any special exception application may be filed and considered by the County without the need for a Zoning Concept Plan Amendment application so long as the Zoning Administrator deems the application to be in substantial conformance with the approved CDP and Proffers, as defined in the Zoning Ordinance, by the Zoning Administrator. One special exception application, SPEX-2016-0034, and two minor special exception applications, SPMI-2016-0016 and SPMI-2018-0013, have been submitted by the Owner to the County in conjunction with this application ZMAP-2016-0010.

A. TDSA subarea. The TDSA subarea encompasses the 202 Property, which includes Land Bays R and S, and the 206 Property, which includes Land Bay T; all as shown on Sheets 5, 5A, and 6 of the CDP.

1. Land Bay R, as shown on Sheets 5 and 5A of the CDP, is approximately 21.2 acres and may be developed with up to 261 residential units, consisting of 89 single family attached units, and 172 multi-family stacked units, including four (4) for-sale Unmet Housing Needs Units (“For-Sale UHNUs”) to be constructed in Land Bay R pursuant to Proffer XII.C. below and any required Affordable Dwelling Units (“ADUs”) constructed in Land Bay R pursuant to Proffer XII.A. below, all as shown on Sheet 5 and 5A of the CDP (collectively the “TDSA Residential Units”). Land Bay R shall develop in phases as shown on Sheet 5A of the CDP with development of Phase I preceding development of Phase II.

2. Land Bay S, as shown on Sheet 6 of the CDP (“Public Use Site, Land Bay S”), contains approximately 15.5 acres and shall be dedicated to the County pursuant to Proffer V.A. below.

3. Land Bay T, as shown on Sheet 6 of the CDP (“Public Use Site, Land Bay T”), contains approximately 11.3 acres and shall be dedicated to the County pursuant to Proffer V.B. below.

B. Outer Core subarea. The Outer Core subarea encompasses the 204 Property, which includes Land Bays A, B, C, D and E as shown on Sheet 7 of the CDP, and collectively may be developed with: (i) a maximum of 419,750 square feet of non-residential gross floor area of permitted and special exception PD-TRC Outer Core subarea uses, provided that any special exception use receives the requisite special exception approval from the County, (the “Outer Core Non-Residential”), (ii) a maximum of 513 market-rate multi-family attached dwelling units and any ADUs constructed as Affordable Housing Units (“AHUs”) in the Outer Core subarea, pursuant to Proffer XII.A below, and (iii) a maximum of 69 rental Unmet Housing Needs Units (“Rental UHNUs”) constructed in the Outer Core subarea, pursuant to Proffer XII.B below, (collectively the “Outer Core Residential Units”).

1. Portions of Land Bays A and B within the Outer Core subarea are occupied with a County-operated commuter parking lot per an existing license agreement dated November 17, 2009 as amended by a first amendment dated January 31, 2010, and a second amendment dated December 30, 2016. Approval of this ZMAP-2016-0010 shall not interfere with the County’s ability to operate the commuter parking facility in conformance with the existing license agreement. No development under this ZMAP-2016-0010 may occur within Land Bays A and B until the expiration of said license agreement.

2. The proposed uses in Land Bays A, B, C, D, and E of the Outer Core subarea are further defined as follows:

a. Land Bay A may be developed with either (a) approximately 95 Outer Core Residential Units or (b) a maximum of 123,750 square feet of Hotel uses, but not both. Under either option (a) or (b) above, Land Bay A shall include a minimum of 6,000 square feet of PD-TRC zoning district, Outer Core subarea, uses that meet the County’s Land Use Category for Commercial Retail and Services (“CRS”) uses located at street level along Future Moorefield Boulevard. For the purposes of these Proffers, a Hotel use is considered a CRS use.

b. Land Bay B may be developed with approximately 170 Outer Core Residential Units and a minimum of 15,000 square feet of CRS uses located at street level along Moorefield Boulevard.

c. Land Bay C may be developed with up to 250,000 square feet of any combination of Office and College, University uses, subject to the approval of College, University uses pursuant to SPEX-2016-0034, and up to 19,000 square feet of CRS uses located at street level. All buildings and parking structures within Land Bay C shall include the same architectural design and finishes on all sides. The maximum height of any building constructed in Land Bay C shall be the lesser of (i) seven (7) stories or (ii) one hundred feet (100’). The elevation of the top of the parapet wall on the highest parking level of any parking structure constructed in Land Bay C shall not exceed an elevation of 364 feet (North American Vertical Datum of 1988 (NAVD 1988)). Said elevation is equal to the elevation of the peak of the roof of residential townhome located on the property identified as PIN 120-49-4057 (42440 Robey Square), the closest residential townhome within Loudoun Place to said parking structure.

Furthermore, any portion of the southern façade of said parking structure that is visible from Loudoun Place or Vantage Point residential homes located to the south of Land Bay C shall be articulated to create visual interests by stepping the southern façade forwards and backwards as shown on page 32 of the Design Guidelines attached hereto as Exhibit C.

d. Land Bay D may be developed with approximately 317 Outer Core Residential Units. Any residential development of Land Bay D shall include a minimum of 6,000 square feet of CRS uses located at street level along Future Moorefield Boulevard.

e. Land Bay E shall be retained as open space as shown on Sheet 7 of the CDP and described in Proffer VI.A.1. below.

3. All Outer Core Residential Units shall be located in buildings consisting of four or more stories of residential use served by one or more elevators on a podium with CRS uses and/or structured parking below the residential use. Further, the number of Outer Core Residential Units to be constructed within Land Bays A, B and D above is approximate. The actual number of Outer Core Residential Units to be constructed within each Land Bay shall be determined by Owner at time of submittal of a site plan for each Land Bay provided the total number of Outer Core Residential Units for all Land Bays in the Outer Core Subarea does not exceed a maximum of 513 market-rate multi-family attached dwelling units, including any AHUs constructed pursuant to Proffer XII.A below, plus a maximum of 69 Rental UHNUs that may be constructed in the Outer Core subarea, pursuant to Proffer XII.B below (in such event a total of 582 multi-family attached dwelling units).

### III. PROPERTY OWNERS ASSOCIATION

A. POA General Responsibilities. All property owners in Land Bay R, as depicted on Sheet 5, shall be a member of a Property Owners Association ("POA"), either existing or newly established, to regulate use and provide standards for the construction, landscaping, and use of privately owned land and structures within Land Bay R. The POA shall be responsible for solid waste and snow removal, and maintenance and landscaping of all common areas, recreational facilities, stormwater management facilities, private streets, and all sidewalks and trails not otherwise maintained by Loudoun County (the "County") or the Virginia Department of Transportation ("VDOT") within Land Bay R, and for the maintenance of Land Bay E.

B. Establishment of the POA. Prior to the approval of the first record plat or site plan, whichever is first in time, for Land Bay R, draft documents for annexing Land Bay R into an existing POA or the establishment of a new POA for Land Bay R shall be submitted to the County for review and approval (the "POA Covenants"). The POA shall be established or annexation completed and the POA Covenants as approved by the County shall be recorded in the land records of the County prior to, or concurrent with, the recordation of the first record plat creating residential lots in Land Bay R. In addition to any other requirements set forth in these Proffers, the POA Covenants shall provide for the Owner or successor developer/declarant to have the unilateral right, without approval or consent of any other land owner, to record amendments to the POA Covenants as necessary to maintain compliance with these Proffers. The POA Covenants shall require the adherence to, and enforcement of, the Broadlands 202/204 Design Guidelines, per Proffer IV.A. below, within Land Bay R and, if desired, establishment of a committee or architectural review board to develop and implement procedures for such

enforcement Condominium sub-associations will be established for the multi-family stacked residential units within Land Bay R. The Owner shall provide draft condominium documents to the County for review concurrently with submittal of same to the applicable state regulatory authorities for their review and approval.

1. The Broadlands Association, Inc. has approved an agreement to annex Land Bay R into their existing POA (the "Broadlands HOA").

2. Subject to approval by all applicable governmental agencies, granting of necessary easements by the Broadlands HOA, and execution and recordation of documents approved by the County for annexing Land Bay R into the Broadlands HOA, the Owner shall (i) construct an elevated walkway and bridge for pedestrians connecting the proposed asphalt sidewalk (8' wide) to be constructed along the west side of Demott Drive pursuant to Proffer VIII.A.2.b. below to the portion of the existing Broadlands stream valley trail system running from the terminus of Fieldthorn Terrace to Claiborne Parkway within the Broadlands HOA common area (the "Trail Connection") and (ii) install pathways lights, consistent with existing pathway light fixtures within Broadlands HOA common areas, along the aforesaid Trail Connection and the proposed asphalt sidewalk (8' wide) to be constructed along the west side of Demott Drive pursuant to Proffer VIII.A.2.b. below.

3. The improvements referenced in Proffer III.B.2 above shall be completed and available for pedestrian use prior to approval of the zoning permit for the 160<sup>th</sup> residential zoning permit in Land Bay R.

#### IV. SITE DESIGN

A. Broadlands 202/204 Design Guidelines. The Broadlands 202/204 Design Guidelines dated February 19, 2019, presented with this application, and included herein by reference as Exhibit D (the "Design Guidelines") shall govern the site design, landscaping and architectural theme of all improvements constructed on the Property. The Design Guidelines provide for the regulation of street frontages, landscaping, streetscapes, parking, public spaces, street furniture, and building architecture. Prior to the approval of each site plan, construction plan and profile, and the first zoning permit for each building type to be constructed on the Property, the applicant for said approval shall provide the County written documentation from the Owner describing the manner in which the proposal complies with the Design Guidelines. Where there is a conflict between the Design Guidelines and the CDP and/or these Proffers, the CDP and Proffers shall govern.

B. Site Lighting. All exterior lighting on the Property shall be full cutoff and fully shielded light fixtures as defined by the Illuminating Engineering Society of North America (IESNA) and directed downward and inward and away from adjacent properties and streets. The Owner shall design and install lighting in such a manner as to prevent light trespass onto adjacent properties. On-site lighting shall not cause illumination in excess of 0.25 foot candles along the perimeter boundary of the Property. The Owner shall depict lighting details on each site plan or construction plan submitted on the Property. This lighting provision does not apply to any lighting provided for streets and sidewalk/trails constructed within the VDOT public right of way or exterior signage lighting which shall be provided in conformance with the signage standards listed in Section 5-1200 of the Zoning Ordinance.

C. Perimeter Buffers.

1. Waxpool Road. The Owner shall establish a Type 3 Front Buffer along Land Bay R's Waxpool Road frontage within an area of a minimum width of twenty five feet (25') as shown on Sheet 5 and 5A of the CDP as "25' Type 3 Front Buffer". Said buffer shall be shown on the first site plan in Land Bay R, Phase II that includes TDSA Residential Units adjacent to Waxpool Road. This buffer along Waxpool Road shall be established concurrently with the site improvements for adjacent portions of Land Bay R, Phase II, but in no event later than approval of the 240<sup>th</sup> residential zoning permit in Land Bay R.

2. Dulles Greenway. Subject to the vacation of the existing tree preservation easement (60' wide) along the northerly boundary of Land Bay R adjacent to the Dulles Greenway, recorded as Instrument Number 200603150023516, by the Board of Supervisors, the Owner shall establish an Enhanced Type 3 Rear Buffer with a berm at least four feet (4') in height within an area of a minimum width of fifty feet (50') along Land Bay R's Dulles Greenway frontage as shown on Sheet 5 and 5A of the CDP as the "50' Enhanced Type 3 Rear Buffer". The portion of said buffer located on each Phase of Land Bay R shall be shown on the first site plan for said Phase in the location generally depicted on Sheet 5A of the CDP. The 50' Enhanced Type 3 Rear Buffer within Phase I of Land Bay R shall be established concurrently with the site improvements for adjacent portions of Phase I, Land Bay R, but in no event later than approval of the first zoning permit for a residential unit in Phase II, Land Bay R. The remainder of said 50' Enhanced Type 3 Rear Buffer located within Phase II, Land Bay R shall be established concurrently with the site improvements for adjacent portions of Phase II, Land Bay R, but in no event later than approval of the 240<sup>th</sup> residential zoning permit in Land Bay R. The Owner shall initiate vacation of the existing preservation easement prior to submittal of the first site plan or construction plan and profile within Land Bay R. In the event the vacation of the preservation easement is not subsequently approved by the Board of Supervisors, the "50' Enhanced Type 3 Rear Buffer" referenced above shall not include the berm at least four feet (4') in height.

3. Public Use Site, Land Bay S. The Owner of Land Bay R shall establish an Enhanced Type 2 Side Buffer with a berm at least four feet (4') in height within an area of a minimum width of twenty feet (20') on Land Bay R, immediately adjacent to Land Bay S, as shown on Sheet 5 and 5A of the CDP as the "20' Enhanced Type 2 Side Buffer". This buffer adjacent to Land Bay S shall be shown on the first site plan in Land Bay R that includes TDSA Residential Units adjacent to Land Bay S and installed prior to approval of the 60<sup>th</sup> residential zoning permit in Land Bay R.

4. Land Bay C. Subject to the vacation of the existing landscape buffer easement (50' wide), recorded as Instrument Number 200506230067044 and located along the southern boundary of Land Bay C as shown on Sheet 15 of the CDP, by the Board of Supervisors, the Owner of Land Bay C shall establish a Type 4 Buffer within an area of a minimum width of twenty five feet (25') along the southern boundary of Land Bay C adjacent to the parcels of land identified on Sheet 7 of the CDP as PIN: 120-49-4429 (the "Loudoun Place HOA Parcel") and PIN: 120-48-9785 (the "Vantage Point Homeowners Association, Parcel B"), with the buffer labeled as "Min 25' Type 4 Rear Buffer Required". All existing vegetation within ten feet (10') of the aforesaid southern boundary of Land Bay C shall be retained, included in the Type 4 Buffer planting requirement calculations, and protected during

construction. This buffer shall be shown on the first site plan in Land Bay C and the required plantings within this buffer along the southern boundary of Land Bay C shall be installed prior to approval of the first occupancy permit in Land Bay C. The Owner shall initiate vacation of the existing landscape buffer easement prior to submittal of the first site plan within Land Bay C. In the event the vacation of the landscape buffer easement is not subsequently approved by the Board of Supervisors, then the portion of Proffer II.B.2.c. regarding articulation of the southern façade of any parking structure that is visible from Loudoun Place or Vantage Point residential homes located to the south of Land Bay C shall no longer be applicable.

5. Greenway Ramp. The Owner, or Owners, of Land Bays A and B shall establish a Type 3 Front Yard Buffer within an area of a minimum width of twenty feet (20') along the northerly boundary of Land Bays A and B adjacent to the Dulles Greenway eastbound onramp, as shown on Sheet 7 of the CDP as "20' Min. Type 3 Front Buffer Required". This buffer along the northerly boundary of Land Bays A and B shall be shown on the first site plan in Land Bay A or B, whichever is first and time, and be installed prior to approval of the first occupancy permit in either Land Bay A or B, whichever is first in time.

6. Fire and Rescue Property. The Owner of Land Bay B shall establish a Type 1 Buffer within an area of a minimum width of ten feet (10') along the eastern boundary of Land Bay B adjacent to the parcel of land identified on Sheet 7 of the CDP as PIN 089-25-8906 (Loudoun County Board of Supervisors), with the buffer labeled as "10' Min. Type 1 Buffer Required". This buffer along the easterly boundary of Land Bay B shall be shown on the first site plan in Land Bay B and installed prior to approval of the first occupancy permit in Land Bay B.

7. Mooreview Parkway. The Owner, or Owners, of Land Bays A and D shall establish a Type 3 Front Yard Buffer within an area of a minimum width of twenty feet (20') along the westerly boundary of Land Bays A and D adjacent to Mooreview Parkway, as shown on Sheet 7 of the CDP as "Min 20' Type 3 Front Buffer Provided". The portion of the Min 20' Type 3 Front Buffer Provided along the westerly boundary of Land Bay A shall be shown on the first site plan in Land Bay A and installed prior to approval of the first occupancy permit in Land Bay A, and the remainder along the westerly boundary of Land Bay D shall be shown on the first site plan in Land Bay D and shall be installed prior to approval of the first occupancy permit in Land Bay D.

8. Vantage Point Homeowners Association Common Area. Subject to the Vantage Point Homeowners Association granting necessary easements at no cost to Owner, the Owner shall construct a landscaped berm (minimum 100' wide and 10' high) within a portion of Parcel B, Vantage Point (PIN: 120-48-9785) immediately south of a portion of the Section 204 southerly property line where limited vegetation currently exists, as shown on Sheet 7 of the CDP as "Min. 10' Berm to be Planted as a Min. Type 5 Buffer". This berm shall be shown on the first site plan in Land Bay C and constructed and planted in accordance with Type 5 buffer minimum planting requirements set forth in the Zoning Ordinance prior to issuance of the first non-residential occupancy permit in Land Bay C.

## V. PUBLIC USE SITES

A. Public Use Site, Land Bay S. The Owner shall dedicate to the County the portion of the 202 Property designated as Land Bay S on Sheet 6 of the CDP for a public use site



("Public Use Site, Land Bay S") to be used for any public use as designated by the County subject to Proffer V.A.8 below.

1. Value. The Owner shall receive a capital facilities credit of six million, four hundred and ninety thousand dollars (\$6,490,000) for dedication of Public Use Site, Land Bay S, based on the appraisal submitted to the County. Said credit shall be applied to the capital facilities contribution described in Proffer XI below.

2. Timing of Conveyance. Public Use Site, Land Bay S shall be conveyed to the County, or at the request of the County, directly to the Loudoun County School Board. The Owner shall prepare the deed of dedication for the conveyance of Public Use Site, Land Bay S (the "Public Use Site S Deed") and submit it to the County (a) within sixty (60) days following expiration of any appeal or reconsideration period (with no appeal being filed or reconsideration of the Board of Supervisors vote) for the approval of this ZMAP-2016-0010 or, (b) if an appeal is filed, within 60 days following a final court or review approval of said zoning case, and shall diligently pursue execution and recordation after County review and approval. The Owner previously established a separate legal parcel for the portion of the Property identified as Public Use Site, Land Bay S via BLAD-2017-0018 approved on 12/19/2017 and recorded among the land records of Loudoun County, Virginia as instrument numbers 20171221-0079118 (deed) and 20171221-0079119 (plat). Public Use Site, Land Bay S shall not be subject to any POA fees, covenants, conditions, and restrictions, and shall not be subject to any proffered monetary contributions.

3. Title Insurance. Concurrently with the conveyance of Public Use Site, Land Bay S, the Owner shall provide the County or the Loudoun County School Board, as applicable, with a paid policy of title insurance insuring the title to such site. The title insurance amount shall be approximately equal to the fair market value, as determined by the office of the County's Commissioner of the Revenue, of a similarly situated, similarly zoned parcel, improved with public utilities but unencumbered by any proffer or approval conditions, of the same acreage as Public Use Site, Land Bay S, provided that such amount shall be no less than six million, four hundred and ninety thousand dollars (\$6,490,000.00).

4. American Land Title Association (ALTA) Survey. Concurrent with the submission of the Public Use Site S Deed, the Owner shall prepare and submit to the County or the Loudoun County School Board an ALTA survey of Public Use Site, Land Bay S.

5. Title Commitment. Concurrently with submission of the Public Site S Deed and ALTA survey referenced in Proffer V.A.4 above, the Owner shall submit to the County or the Loudoun County School Board, as applicable, a title commitment setting forth any title encumbrances, easements and exceptions applicable to the Public Use Site, Land Bay S. Such title commitment shall show existing easements, liens, covenants, encumbrances, or other matters affecting the title of the Public Use Site, Land Bay S. Copies of any easements and title exceptions shall be submitted with the title commitment.

6. Restrictions Prior to Conveyance. The Owner shall not use, nor permit to be used, Public Use Site, Land Bay S for staging of vehicles, equipment, or materials or for the storage, dumping, mining or disposing of any materials, nor the removal of any trees, without prior written consent from the County.

7. Easements Across Public Use Site, Land Bay S. The Owner shall not grant, create or establish any utility easement or other easement on the site that would negatively impact, prevent, or conflict with the construction, operation, or maintenance of the public facilities contemplated by these Proffers; provided, however, that Owner reserves the right (for up to eight years from the date of dedication of Public Use Site, Land Bay S) to reserve and/or establish such easements within Public Use Site, Land Bay S as are reasonably required for the development of the Property as contemplated herein, provided that the scope, location and type of such easements shall not unreasonably interfere with the proposed development and use of Public Use Site, Land Bay S as contemplated by SPMI-2016-0016.

8. Use Restrictions. If the County and the Loudoun County School Board do not use the Public Use Site, Land Bay S for a school purpose as proposed by SPMI-2016-0016, the site may be used by the County for other school purposes, open-space, recreational uses, park land, athletic fields, and/or such other similar public uses as determined by the County.

B. Public Use Site, Land Bay T. The Owner shall dedicate to the County, at no public cost, the 206 Property, as shown as Land Bay T on Sheet 6 of the CDP, for a passive park and public use site ("Public Use Site, Land Bay T"), inclusive of all constructed walks and trails.

1. Timing of Conveyance. The Owner shall prepare the deed of dedication for the conveyance of Public Use Site, Land Bay T (the "Public Use Site T Deed") and submit it to the County (a) within sixty (60) days following the expiration of any appeal or reconsideration period (with no appeal being filed or reconsideration of the Board of Supervisors vote) for the approval of this ZMAP-2016-0010 or, (b) if an appeal is filed, within 60 days following a final court or review approval of said zoning cases, and shall diligently pursue execution and recordation after County review and approval. Public Use Site, Land Bay T shall not be subject to any POA fees, covenants, conditions and/or restrictions and shall not be subject to any proffered monetary contributions.

2. Title Insurance. Concurrently with the conveyance of Public Use Site, Land Bay T, the Owner shall provide the County with a paid policy of title insurance insuring the title to such site. The title insurance amount shall be approximately equal to the fair market value, as determined by the office of the County's Commissioner of the Revenue, of a similarly situated, similarly zoned parcel, improved with public utilities but unencumbered by any proffer or approval conditions, of the same acreage as Public Use Site, Land Bay T.

3. American Land Title Association (ALTA) Survey. Concurrent with the submission of the Public Use Site T Deed, the Owner shall prepare and submit to the County and the Loudoun County School Board an ALTA survey of Public Use Site, Land Bay T.

4. Title Commitment. Concurrently with submission of the Public Site T Deed and ALTA survey referenced in Proffer V.B.3 above, the Owner shall submit to the County a title commitment setting forth any title encumbrances, easements and exceptions applicable to the Public Use Site, Land Bay T. Such title report shall show existing easements, liens, covenants, encumbrances, or other matters affecting title of the Public Use Site, Land Bay T.

5. Restrictions Prior to Conveyance. Public Use Site, Land Bay T shall not be used or permitted to be used by the Owner for staging of vehicles, equipment, or materials or

for the storage, dumping, mining or disposing of any materials, nor the removal of any trees, without prior written consent from the County. The Owner may continue to use Public Use Site, Land Bay T for its stormwater capacity and shall have the ability to modify the existing pond to address its stormwater needs for the Property up and until dedication has occurred.

6. Easements Across Public Use Site, Land Bay T. The Owner shall not grant, create or establish any utility easement or other easement on the site that would impact, prevent, or conflict with the construction, operation, or maintenance of the public facilities contemplated by these Proffers; provided, however, that Owner reserves the right (for up to eight years from the date of dedication of Public Use Site, Land Bay T) to reserve and/or establish such easements within Public Use Site, Land Bay T as are reasonably required for the development of the Property as contemplated herein, provided that the scope, location and type of such easements shall not unreasonably interfere with the proposed development and use of Public Use Site, Land Bay T as a passive park.

## **VI. RECREATIONAL AMENITIES AND OPEN SPACE**

A. Outer Core open space. The Owner shall provide a minimum of 3.3 acres of parks, plazas, on-site amenities, and landscaped open space within the Outer Core subarea, generally as detailed in Section 3.4 of the Design Guidelines. The size, area, and location of each such open space area shall be reflected on the applicable Final Development Plan (the "FDP") for each Land Bay and constructed concurrently with the adjacent Outer Core Residential Units within each Land Bay.

B. TDSA open space. In addition to Public Use Site, Land Bay T, as described in Proffer V.B. above, the Owner shall provide parks, on-site amenities and landscaped open space within the TDSA subarea, generally as shown on Sheet 5A of the CDP and detailed in Section 2.4 of the Design Guidelines.

1. Parks. Two parks with a combined minimum area of 30,000 square feet shall be established in Land Bay R in any two of the five locations shown on Sheet 5A of the CDP. The specifics of these parks, including location, shall be shown on the first FDP in Land Bay R. Each park shall include landscaping and/or hardscaping and seating for a minimum of six people. Each park shall be constructed prior to issuance of a certificate of occupancy for the first TDSA Residential Unit adjacent thereto.

2. Trail Amenities. The Owner shall install a minimum of three (3) seating areas in Land Bay R. The approximate locations and a typical detail are shown in Section 2.4 of the Design Guidelines. The limits, location, and specific details of each seating area shall be shown on the first FDP in Land Bay R. Each of the seating areas shall be installed concurrently with the construction of the internal trail adjacent thereto.

### **C. Tree Preservation Areas**

1. Within the areas in Land Bay E identified on Sheet 7 of the CDP as "Tree Preservation Area," the Owner shall preserve healthy trees provided, however, that trees may be removed to the extent necessary for the construction of trails, passive recreational amenities, and stormwater management facilities that are required pursuant to the Proffers and/or shown on

approved construction plans and profiles as lying within such Tree Preservation Area and for the construction of utilities necessary for the development of the Property. Notwithstanding the previous sentence, a minimum of eighty percent (80%) of the canopy within the cumulative Tree Preservation Area depicted on Sheet 7 of the CDP will be preserved, exclusive of stands of Virginia Pine over 25 years in age. In the event that the 80% canopy threshold cannot be achieved within the designated Tree Preservation Areas, such canopy deficit will be recaptured elsewhere on-site in locations to be designated at the discretion of the Owner in consultation with the County Urban Forester or Zoning Administrator. Boundaries of the Tree Preservation Areas shall be clearly marked in the field prior to land disturbing activities and delineated on each site plan or record plat containing any portion of the Tree Preservation Area.

2. If, during construction on the Property, it is determined by an International Society of Arboriculture (ISA) certified arborist and/or the County Urban Forester or Zoning Administrator that any healthy tree located within the boundaries of the Tree Preservation Areas described in this Proffer has been damaged during construction and will not survive, then, prior to bond release on any section containing or immediately adjacent to such Tree Conservation Area, the Owner shall remove such tree and replace each such tree with two (2) 2½ to 3-inch caliper native, non-invasive deciduous trees. The placement of the replacement trees shall be proximate to the area of each such damaged tree so removed, or in another area as requested by the County Urban Forester or Zoning Administrator.

3. Ownership of Land Bay E shall be transferred to the POA established pursuant to Proffer III above prior to approval of the first residential occupancy permit in the Outer Core subarea. The deed and the POA documents referenced in Proffer III shall include a provision that prohibits the POA from removal of trees in the Tree Preservation Areas, as shown on the applicable site plan or record plat without specific permission of the County Urban Forester or Zoning Administrator except as necessary to accommodate forest management techniques, performed by or recommended by the Virginia Department of Forestry or ISA certified arborist, that are necessary to protect or enhance the viability of the canopy. Such management techniques may include, without limitation, pruning and removal of vines, invasive species, trees uprooted or damaged by extreme weather conditions, and trees or limbs that are diseased, insect-infested, dead, or are considered a hazard to life or property. The POA documents shall clearly state that such provisions prohibiting tree removal by the Owner or POA shall not be amended by the Owner or the POA without written approval from the County Zoning Administrator. Any site plan or record plat for the portion of the Property containing the Tree Preservation Area shall contain a note stating that the removal of trees within the Tree Preservation Area is prohibited except in accordance with these Proffers.

## VII. TRANSPORTATION

### A. Internal Site Circulation (Private).

The Owner shall provide and construct internal site circulation in the form of private streets serving the TDSA and Outer Core subareas in the locations as shown on Sheets 5A and 7 of the CDP as "Internal Traffic Circulation (Private Streets)" and in accordance with the typical sections shown on Sheets 5A and 9 of the CDP and in Section 2.1 and 3.1 of the Design Guidelines. The Owner shall construct the private streets in accordance with the applicable

standards in Chapter 4 of the Facilities Standards Manual (the "FSM"). All private streets proposed within Land Bay R shall be maintained by the POA established pursuant to Proffer III.

B. Future Moorefield Boulevard.

1. Design and Construction. Subject to County and VDOT approval, the Owner shall design and construct the portion of Future Moorefield Boulevard within the Outer Core subarea between Mooreview Parkway and the western terminus of the Future Moorefield Boulevard improvements that are being constructed by others per CPAR-2016-0010, all as shown on Sheet 7 of the CDP. The design and construction of the aforesaid portion of the Future Moorefield Boulevard shall be consistent with the Future Moorefield Boulevard cross-sections depicted on Sheet 9 of the CDP, include a right in/right out entrance design for the eastern entrance to Land Bay B from Future Moorefield Boulevard, include one full movement entrance, and include the Future Moorefield Boulevard/Moorefield Parkway intersection signal proffered by Moorefield Station (ZCPA-2014-0002 and ZCPA-2017-0007) (the "Future Moorefield Boulevard Improvements"). The County shall reimburse the Owner, monthly, all actual costs associated with the design, review, bonding, and construction of the Future Moorefield Boulevard/Moorefield Parkway intersection signal portion of the Future Moorefield Boulevard Improvements. In the event said signal is constructed prior to the portion of Moorefield Boulevard proffered to be designed and constructed by this ZMAP-2016-0010, the Owner shall design and construct any modifications to the signal at Owner's sole cost. The Owner shall complete the design of the Future Moorefield Boulevard Improvements and submit for County and VDOT review within six (6) months of approval of this ZMAP-2016-0010. Upon submittal, the Owner shall thereafter diligently respond to review comments and pursue approval of the design plans. Upon approval, the Owner shall provide all bonds required for issuance of construction permits for the Future Moorefield Boulevard Improvements and commence construction thereof within three (3) months after approval of the design plans. The Future Moorefield Boulevard Improvements shall be open to traffic, but not necessarily accepted for maintenance by VDOT, prior to issuance of the first occupancy permit for an Outer Core Residential Unit or the first occupancy permit for an Outer Core Non-Residential use, whichever is first in time, but in no event later than fifteen (15) months after commencement of construction.

2. Abandonment of a Portion of Old Ryan Road (Route 772). Within 60 days after VDOT acceptance of the Future Moorefield Boulevard and realigned Old Ryan Road intersection improvements per CPAR 2016-0010 ("Relocated Ryan Road"), the Owner shall file the appropriate application and companion plats with the County to request abandonment and conveyance to the Owner, or subsequent owner of Land Bay C, of the portion of Old Ryan Road that traverses the northeasterly portion of Land Bay C as shown on Sheets 4 and 7 of the CDP. The aforesaid portion of Old Ryan Road, which was previously dedicated by Owner to the County, will no longer be needed for public road purposes upon completion of construction of Relocated Ryan Road and acceptance thereof by VDOT for maintenance. Upon abandonment by the County and VDOT, this application anticipates that the abandoned right of way shall assume the PD-TRC (Outer Core subarea) zoning district designation, be deemed incorporated into the special exception area for the College, University use pursuant to SPEX-2016-0034 and shall be developed as a park as shown on Sheet 7 of the CDP. At such time as the Owner files the request for abandonment of Old Ryan Road, the Owner shall also request permission from the

County to allow the Owner to maintain and use the portion of land at the southwest corner of Future Moorefield Boulevard and Old Ryan Road owned by the County as an easterly extension of the aforesaid park.

C. Demott Drive

1. Demott Drive Extension. Subject to the Owner receiving approval from the Board of Supervisors to vacate the 50-foot landscape buffer easement recorded as Instrument Number 200506230067044 as shown on Sheet 15 of the CDP, the Owner shall design and, subject to County and VDOT approval, construct an entrance for the extension of Demott Drive eastward from Mooreview Parkway into Land Bay D and a right turn lane along Mooreview Parkway, all as shown on Sheet 7 of the CDP, prior to issuance of the first occupancy permit in Land Bay D. The Owner shall request the vacation of the aforesaid 50-foot landscape buffer easement concurrently with submission of the traffic signal warrant analysis referenced in Proffer VII.C.2 below, or pursuant to Proffer IV.C.4 above, whichever is first in time.

2. Demott Drive/Mooreview Parkway Traffic Signal. The Owner shall prepare and submit a traffic signal warrant analysis for the intersection of Demott Drive and Mooreview Parkway to the County and VDOT for review and approval concurrently with submission of the first site plan or construction plan and profile application in Land Bay R or Land Bay D, whichever is first in time. If the analysis concludes, and the County and VDOT concur, that a traffic signal is warranted at this intersection, the Owner shall design, and provide a bond for construction of, the traffic signal prior to approval of the first residential zoning permit in Land Bay R or Land Bay D, whichever occurs first, and shall construct and install the traffic signal prior to the approval of the 60<sup>th</sup> residential zoning permit in Land Bay R or issuance of the first residential occupancy permit in Land Bay D, whichever is first in time. If the analysis concludes, and the County and VDOT concur, that such traffic signal is not warranted, the Owner's obligation to design, provide a bond for construction of, construct, and install such traffic signal shall be deferred until a subsequent analysis is requested by the County. In the event the second traffic signal warrant analysis concludes, and the County and VDOT concur, that a traffic signal is warranted at said intersection, the Owner shall design, and provide a bond for construction of, the signal within ten (10) months of written receipt of said approval and shall construct and install the signal within one year thereafter. In the event the second traffic signal warrant analysis concludes, and the County and VDOT concur, that a traffic signal is not warranted at said intersection, then, in lieu of constructing said traffic signal, the Owner shall pay to the County, or to a third party designated by the County, \$450,000 within sixty (60) days after the date of VDOT and County concurrence that a traffic signal is not warranted at the Demott Drive/Mooreview Parkway intersection. The Owner shall notify the County at the time of submission of each signal warrant analysis to VDOT and the results of the VDOT review thereafter.

3. Demott Drive/Waxpool Road Traffic Signal. The Owner shall prepare and submit for review and approval a traffic signal warrant analysis for the intersection of Demott Drive and Waxpool Road to the County and VDOT for review and approval concurrently with submission of the first site plan or construction plan and profile application in Land Bay R. If the analysis concludes, and VDOT concurs, that a traffic signal is warranted at this intersection, the Owner shall design, and provide a bond for construction of, the traffic signal prior to the approval of the first site plan or record plat in Land Bay R, whichever is first in time. The

Owner shall construct and install the traffic signal, utilizing proffered funds previously received by the County for said traffic signal to fund a portion of the Owner's cost of construction and installation, prior to approval of the 60<sup>th</sup> residential zoning permit in Land Bay R. If the analysis concludes, and VDOT concurs, that such traffic signal is not warranted, the Owner's obligation to design, provide a bond for construction of, construct, and install such traffic signal shall be deferred until a subsequent analysis is required by the County. In the event the second traffic signal warrant analysis concludes, and VDOT concurs, that a traffic signal is warranted at said intersection, the Owner shall design, and provide a bond for construction of, the signal within ten (10) months of written receipt of said approval and shall construct and install the signal within one year thereafter. In the event the traffic signal warrant analysis shows that a traffic signal is warranted at the intersection of Demott Drive and Waxpool Road and the County elects, and VDOT concurs, to install alternative traffic control measures in lieu of the warranted traffic signal, then the Owner will contribute an amount equal to \$450,000 minus the then current value of proffered funds previously received by the County for said traffic signal prior to approval of the 60<sup>th</sup> residential zoning permit in Land Bay R. The Owner shall notify the County at the time of submission of each signal warrant analysis to VDOT and the results of the VDOT review thereafter.

D. Old Ryan Road.

1. Design and Construction. Subject to County and VDOT approvals and the granting of any necessary easements by the adjoining property owners at no cost to Owner, the Owner shall design, provide a bond for construction of, and construct the ultimate roadway, curb and gutter, sidewalk, and drainage improvements along the west side of Old Ryan Road from the current terminus of the improvements constructed on the west side of Relocated Old Ryan Road (CPAR-2016-0010) approximately 200' south of Moorefield Drive as shown on Sheet 7 of the CDP to Claude Moore Avenue (the "Old Ryan Road Improvements"). Provided the above-referenced approvals and easements are granted, the aforesaid improvements shall be open to traffic, but not necessarily accepted for maintenance by VDOT, prior to the issuance of the 100<sup>th</sup> occupancy permit for an Outer Core Residential Unit or the first occupancy permit for an Outer Core Non-Residential use, whichever is first in time. All actual costs associated with the design, review, bonding, and construction of the Old Ryan Road Improvements (the "Old Ryan Road Construction Costs") shall be credited towards the Owner's residential regional transportation contribution as provided in Proffer IX.A. below.

**VIII. PEDESTRIAN AND BICYCLE FACILITIES**

A. Sidewalks and Trails. The development of the Property shall include a network of pedestrian and bicycle facilities, in the general locations shown on Sheets 5A, 6, 7, and 16 of the CDP subject to VDOT and County approval, as applicable. All sidewalks and trails discussed below shall be designed and constructed, at no public cost, completely within an existing VDOT right-of-way or within public access easements granted to the County at no public cost and at widths as set forth in the FSM and Zoning Ordinance unless otherwise provided herein. All sidewalks and other pedestrian facilities to be constructed within an existing VDOT right-of-way shall be subject to VDOT approval and maintained by VDOT or in the case of bus shelters and/or bike share stations, the County or the County's designee. Sidewalks and/or trails within public access easements or located within POA common areas shall be maintained by the POA.

1. Waxpool Road. The Owner shall design and construct a ten foot (10') wide asphalt trail along Land Bay R's Waxpool Road and Dulles Greenway frontages as well as southern boundary as shown on Sheet 5A of the CDP and designated "Proposed 10' Asphalt Trail" (the "Land Bay R Trail"). The final design of the Land Bay R Trail shall be coordinated with any proposed Demott Drive/Waxpool Road intersection improvements. The portion of the Land Bay R Trail located on each Phase of Land Bay R shall be shown on the first site plan for said Phase in the location generally depicted on Sheet 5A of the CDP. The portion of the Land Bay R Trail within Phase I of Land Bay R shall be established concurrently with the site improvements for adjacent portions of Phase I, Land Bay R. The remainder of said Land Bay R Trail located within Phase II, Land Bay R shall be established concurrently with the site improvements for adjacent portions of Phase II, Land Bay R. The entire Land Bay R Trail shall be available for pedestrian use prior to approval of the 240th residential zoning permit in Land Bay R.

2. Demott Drive. The Owner shall design and construct the pedestrian facilities and improvements listed below and shown on Sheet 5A, 6 and 16 of the CDP, within the existing VDOT right of way for Demott Drive at no public cost. Said pedestrian facilities and improvements shall connect to existing pedestrian facilities and improvements and shall be completed and available for pedestrian use prior to approval of the 160<sup>th</sup> residential zoning permit in Land Bay R.

a. An asphalt sidewalk (8' wide) within the existing VDOT right of way along the east side of Demott Drive adjacent to Land Bay R and a portion of Land Bay S;

b. An asphalt sidewalk (8' wide) within the existing VDOT right of way along the west side of Demott Drive from Reilly Terrace south to a point opposite the existing entrance to Land Bay S adjacent to the Broadlands stream valley open space;

c. A concrete sidewalk (5' wide) within the existing VDOT right of way along the west side of Demott Drive from the terminus of the asphalt sidewalk (8' wide) to be constructed pursuant to VIII.A.2.b. above to Mooreview Parkway;

d. Crosswalks within the existing VDOT right of way for Demott Drive; and

e. Two bus shelters in the approximate locations shown on Sheet 16 within the existing VDOT right of way. The exact location shall be coordinated with the County. In the event bus service has not been established or routing does not include Demott Drive prior to approval of the 160<sup>th</sup> residential zoning permit in Land Bay R, then, in lieu of constructing the two (2) bus shelters, a cash-in-lieu payment of \$50,000 shall be paid to the County prior to approval of said 160<sup>th</sup> residential zoning permit in Land Bay R.

3. Mooreview Parkway. The Owner shall design and construct a ten foot (10') wide asphalt trail along the east side of Mooreview Parkway from Future Moorefield Boulevard to Claude Moore Avenue as shown on Sheet 7 of the CDP (the "Mooreview Trail") at no public cost. The Mooreview Trail shall be completed and available for pedestrian use prior to the issuance of the first residential occupancy permit or the first occupancy permit for a non-residential use in Land Bay D, whichever is first in time.



4. Future Moorefield Boulevard. The Owner shall design and construct the pedestrian facilities and improvements listed below within the existing VDOT right of way for Future Moorefield Boulevard as shown on Sheets 7 and 9 of the CDP at no public cost. Such pedestrian facilities and improvements shall be constructed concurrently with the Future Moorefield Boulevard road improvements described in Proffer VII.B.1 above and shall be completed and available for pedestrian use prior to the issuance of the first occupancy permit for an Outer Core Residential Unit or the first occupancy permit for an Outer Core Non-residential use, whichever is first in time.

a. Concrete sidewalks (minimum 6' of unobstructed width) within the existing VDOT right of way along the north and south sides of Future Moorefield Boulevard from the westerly terminus of the improvements being completed per CPAR-2016-0010 westerly to Mooreview Parkway;

b. Vehicular lanes, bicycle lanes, and parallel parking areas within the existing VDOT right of way along the north and south sides of Future Moorefield Boulevard from the westerly terminus of the improvements being completed per CPAR-2016-0010 westerly to Mooreview Parkway; and

c. A future bike share station concrete pad approximately six feet (6') wide by forty two feet (42') long along the south side of Future Moorefield Boulevard adjacent to Land Bay C. A public access easement will be established on Land Bay C for any portion of the bike station concrete pad located outside the VDOT right of way for Moorefield Boulevard.

5. Claiborne Parkway. Subject to County and VDOT approvals and the granting of any necessary easements by the adjoining property owners at no cost to Owner, the Owner shall design, provide a bond for construction of, and construct a pedestrian connection along the east side of Claiborne Parkway between Waxpool Road and the current terminus of the existing asphalt trail adjacent to the Broadlands Apartments located on PIN: 119-36-2255 (the "Claiborne Pedestrian Connection"). The Claiborne Pedestrian Connection may be asphalt, concrete or some other material, as approved by VDOT, at a width approved by VDOT. Provided the above-referenced approvals and easements are granted, the aforesaid improvements shall be open to pedestrian use prior to the issuance of the 160th residential zoning permit in Land Bay R. All actual costs associated with the design, review, bonding, and construction of the Claiborne Pedestrian Connection (the "Claiborne Pedestrian Connection Construction Costs") shall be credited towards the Owner's residential regional transportation contribution as provided in Proffer IX.A. below.

6. Additional Demott Drive Pedestrian Connection. Subject to County and VDOT approvals and the granting of any necessary easements by the adjoining property owners at no cost to Owner, the Owner shall design, provide a bond for construction of, and construct a pedestrian connection along the west side of Demott Drive between Waxpool Road and Reilly Terrace (the "Demott Pedestrian Connection"). The Demott Pedestrian Connection may be asphalt, concrete or some other material, as approved by VDOT, at a width approved by VDOT. Provided the above-referenced approvals and easements are granted, the aforesaid improvements shall be open to pedestrian use prior to the issuance of the 160th residential zoning permit in Land Bay R. All actual costs associated with the design, review, bonding, and construction of the Demott Pedestrian Connection (the "Demott Pedestrian Connection Construction Costs") shall

be credited towards the Owner's residential regional transportation contribution as provided in Proffer IX.A. below.

**IX. REGIONAL TRANSPORTATION CONTRIBUTION**

A. Residential Contribution. The Owner shall contribute to the County (i) \$3,700 for each market rate single family attached and multi-family stacked residential dwelling unit constructed within the TDSA subarea and (ii) \$3,151 for each market rate multi-family attached residential dwelling unit constructed within the Outer Core subarea. Said contributions shall be used for regional road or transportation improvements within the Ashburn Planning Subarea with priority given to projects providing bicycle and/or pedestrian connectivity to, and within one (1) mile of, the Ashburn Metrorail Station. This per-unit contribution shall be calculated at the time of approval of the zoning permit for construction of each market rate residential dwelling unit within the TDSA and Outer Core subareas and shall be payable prior to issuance of the occupancy permit for said dwelling unit. Notwithstanding the foregoing, upon completion of the Old Ryan Road Improvements referenced in Proffer VII.D.I, the Claiborne Pedestrian Connection referenced in Proffer VIII.A.5 and the Demott Pedestrian Connection referenced in Proffer VIII.A.6 above and approval of the final accounting of the Old Ryan Road Construction Costs, Claiborne Pedestrian Connection Construction Costs and Demott Pedestrian Connection Construction Costs by the Zoning Administrator (collectively the "Approved Costs"), the Owner shall receive a credit toward the calculation of future residential regional transportation contributions attributable to construction of market rate multi-family attached dwelling units in the Outer Core subarea equal to the Approved Costs.

B. Non-Residential Contribution. The Owner shall contribute to the County \$0.55 per square foot of non-residential floor area constructed within the Outer Core subarea to be used for regional road or transportation improvements within the Ashburn Planning Subarea. This contribution shall be paid prior to the approval of each zoning permit for non-residential uses within the Outer Core subarea.

**X. REGIONAL TRANSIT CONTRIBUTION – LAND BAYS C, D, AND R**

A. Residential Contribution. The Owner shall contribute to the County \$500 for each market rate residential dwelling unit constructed within Land Bay D in the Outer Core subarea and Land Bay R in the TDSA subarea (Land Bays located outside the Metrorail Service District boundaries), which contribution shall be deposited in a Transit/Rideshare related County trust fund or otherwise used by the County to support transit services in the Ashburn Planning Subarea. This per-unit contribution shall be calculated at the time of approval of the zoning permit for construction of each market rate residential dwelling unit within Land Bays D and R and shall be payable prior to the issuance of the occupancy permit for said dwelling unit.

B. Non-Residential Contribution. The Owner shall contribute to the County \$0.55 per square foot of non-residential floor area constructed within Land Bays C and D in the Outer Core subarea (Land Bays located outside the Metrorail Service District boundaries), which contribution shall be deposited in a Transit/Rideshare related County trust fund or otherwise used by the County to support transit services in the Ashburn Planning Subarea. This contribution shall be paid on a per-square foot basis prior to approval of each zoning permit for construction of non-residential floor area within Land Bays C and D.

## **XI. CAPITAL FACILITIES CONTRIBUTIONS**

A. Capital Facilities Contribution – TDSA subarea. In the TDSA subarea, the proposed 261 TDSA Residential Units will include four (4) For Sale UHNUs pursuant to Proffer XII.C. below, 22 ADUs, 159 multi-family stacked market rate units and 76 single-family attached market rate units, unless the 22 ADUs are constructed as AHUs within the Outer Core subarea. The capital facilities contribution for the 235 market-rate residential units shall be \$6,541,371.44 (159 multi-family stacked market rate units at \$25,016.56 equals \$3,977,633.04 plus 76 single-family attached market rate units at \$33,733.40 equals \$2,563,738.40) less the \$6,490,000 credit for the value of Public Use Site, Land Bay S, per Proffer V.A.1 above, for a net contribution of \$51,371.44, which shall be paid on a per unit basis of \$218.63 per market rate TDSA Residential Unit (\$51,371.44 net capital facilities contribution divided by 235 market rate residential units) prior to the issuance of the occupancy permit for each market rate TDSA Residential Unit. In the event the 22 ADUs associated with the market-rate residential units located in the TDSA subarea are constructed as AHUs within the Outer Core subarea pursuant to Article 7 of the Zoning Ordinance, then 257 TDSA Residential Units may be market rate units, at the Owner's sole discretion, thereby increasing the total capital facilities contribution to \$7,187,621 (170 multi-family stacked market rate units at \$25,016.56 equals \$4,252,815.20 plus 87 single-family attached market rate units at \$33,733.40 equals \$2,934,805.80) less the \$6,490,000 credit for the value of the Public Use Site, Land Bay S, per Proffer V.A.1 above, for a net contribution of \$697,621, which shall be paid on a per unit basis of \$2,714.48 per market rate TDSA Residential Unit (\$697,621 net capital facilities contribution divided by 257 market rate residential units). The applicable per-unit capital facilities contribution shall be calculated at the time of approval of the zoning permit for construction of each market rate TDSA Residential Unit and shall be payable prior to the issuance of the occupancy permit for said dwelling unit.

B. Capital Facilities Contribution – Outer Core Subarea. A capital facilities contribution in the amount of \$15,664.11 shall be paid to the County for each market-rate multi-family attached residential unit constructed within the Outer Core subarea. Any AHUs or Rental UHNUs constructed in the Outer Core Subarea shall be exempt from payment of a capital facilities contribution. In the event the twenty two (22) ADUs associated with the residential development in the TDSA Subarea are constructed as AHUs within the Outer Core Subarea pursuant to Proffer XII.A below then the total capital facilities contribution for the remaining 497 market rate Outer Core Residential Units (513 market rate Outer Core residential Units – 22 AHUs = 491 market rate Outer Core Residential Units) shall equal a total capital facilities contribution of \$7,691,078.01 (491 multi-family attached market rate units times \$15,664.11 per unit). This per-unit capital facilities contribution shall be calculated at the time of approval of the zoning permit for construction of each market rate residential dwelling unit within the Outer Core subarea and shall be payable prior to the issuance of the occupancy permit for said dwelling unit.

## **XII. AFFORDABLE AND UNMET HOUSING NEEDS UNITS**

A. Affordable Dwelling Units ("ADU's"). ADUs shall be provided in accordance with the provisions of Article 7 of the Zoning Ordinance and in accordance with Chapter 1450 of the Codified Ordinances of Loudoun County ("Codified Ordinance"). ADUs associated with the residential development in the TDSA Subarea may be constructed as AHUs within the Outer Core subarea subject to meeting the requirements of Article 7 of the Zoning Ordinance and

Chapter 1450 of the Codified Ordinance. Any ADUs required to be constructed in the TDSA Subarea shall be identified on each applicable record plat, site plan, and site plan amendment prior to approval of same. The provisions of Article 7 of the Zoning Ordinance as it relates to the provision of ADUs, but not AHUs, shall not be applicable to the Outer Core Residential Units provided that all such units are located in buildings consisting of four or more stories and served by one or more elevators.

B. Unmet Housing Needs Units— Outer Core subarea. The Owner shall, subject to approval of financing under one of the below listed programs, construct sixty nine (69) multi-family attached dwelling units within the Outer Core subarea as Rental UHNUs utilizing a Virginia Housing Development Authority Low Income Housing Tax Credit (“VHDA LIHTC”) program or a U.S. Department of Housing and Urban Development (HUD) 221(d)(4) program that meets the Definition of Affordable Housing included in the HUD Multifamily Accelerated Processing (MAP) Guide, Revised January 29, 2016, as amended, from the Office of the Assistant Secretary for Housing – FHA Commissioner (“HUD 221(d)(4) Affordable”). No zoning permit shall be approved for any market rate Outer Core Residential Units until the Owner has provided written verification to the Zoning Administrator from the applicable affordable housing program of a firm commitment to provide funding for the construction of the sixty nine (69) Rental UHNUs. Upon the Owner providing the aforesaid written verification to the Zoning Administrator, occupancy permits for no more than fifty percent (50%) of the market rate dwelling units permitted within the Outer Core subarea shall be issued prior to issuance of occupancy permits for fifty percent (50%) of the Rental UHNUs to be constructed hereunder, occupancy permits for no more than seventy five percent (75%) of the market rate dwelling units permitted within the Outer Core subarea shall be issued prior to issuance of occupancy permits for seventy five percent (75%) of the Rental UHNUs to be constructed hereunder, and occupancy permits for no more than ninety percent (90%) of the market rate dwelling units permitted within the Outer Core subarea shall be issued prior to issuance of occupancy permits for 100 percent (100%) of the Rental UHNUs to be constructed hereunder. Each site plan and site plan amendment for construction of residential units within the Outer Core subarea shall include a tabulation of the number of market rate residential units, AHUs, if any, and Rental UHNUs shown on said plan as well as cumulative totals of each residential unit type approved and completed within the Outer Core subarea to demonstrate compliance with the aforesaid requirements. The designated income/rent levels of the Rental UHNUs shall be compliant with income averaging pursuant to the Consolidated Appropriations Act of 2018 and the rules and regulations governing the utilized financing program. The average of the established maximum household incomes for each of the Rental UHNUs shall be equal to, or less than, that established by the applicable financing program for median household incomes equal to 60% of the Average Median Household Income (“AMI”) of the Washington, DC Metropolitan Statistical Area (“Washington MSA”) as published by HUD and no units shall be designated to serve occupants with a household income greater than that established by the applicable financing program for median household incomes equal to 80% of AMI. The actual rents for each Rental UHNUs shall be in accordance with the aforesaid proffers and the rules and regulations governing the program(s) providing funding for the construction of said Rental UHNUs. The Owner shall provide a notice of availability to the Zoning Administrator and the Director of the Loudoun County Department of Family Services (“Family Services”) five (5) days prior to commencement of initial leasing activities. In the event the Owner, using commercially reasonable efforts, is unable to obtain a firm commitment for approval of a loan for funding construction of the Rental

UHNUs from one of the aforesaid financing programs, then, in lieu of constructing the sixty nine (69) Rental UHNUs, the Owner shall pay a contribution to the County in the amount of \$1,908 per market rate multi-family attached residential unit to be constructed in the Outer Core subarea. This per-unit unmet housing needs contribution, if applicable, shall be calculated at the time of approval of the zoning permit for construction of each market rate residential dwelling unit within the Outer Core subarea and shall be payable prior to the issuance of the occupancy permit for said dwelling unit.

C. Unmet Housing Needs Units – TDSA subarea. The Owner shall construct four (4) For-Sale UHNUs in Land Bay R within the TDSA subarea consisting of two (2) single family attached units (SFA For-Sale UHNUs) and two (2) multi-family stacked units (“MF For-Sale UHNUs”). Occupancy permits for no more than fifty percent (50%) of the market rate dwelling units permitted within Land Bay R shall be issued prior to issuance of occupancy permits for fifty percent (50%) of the For-Sale UHNUs to be constructed hereunder and occupancy permits for no more than seventy five percent (75%) of the market rate dwelling units permitted within the Land Bay R shall be issued prior to issuance of occupancy permits for one hundred percent (100%) of the For-Sale UHNUs to be constructed hereunder. Each site plan and site plan amendment for Land Bay R shall include a tabulation of the number of market rate residential units, ADUs or AHUs constructed in lieu of ADUs, and For-Sale UHNUs shown on said plan as well as cumulative totals of each residential unit type approved and completed within Land Bay R to demonstrate compliance with the aforesaid requirements. The Owner shall submit to the Zoning Administrator and Family Services, documentation of the actual costs of land improvements (grading, utilities, roads, sidewalks, trails, landscaping, and similar infrastructure items), vertical construction, County building and zoning permit fees and fire and rescue proffer contribution, and Loudoun Water availability and connection fees allocable to each For-Sale UHNU (said costs for building and zoning permit fees, fire and rescue proffer contribution, and Loudoun Water availability and connection fees shall be the lesser of the actual cost or \$10,000.00) prior to marketing said unit. The Owner shall submit to the Zoning Administrator and Family Services verification of the income of each buyer of a For-Sale UHNU and corresponding contract of sale within ten (10) days after ratification of same and a copy of the final settlement statement within five (5) days after the closing of each For-Sale UHNU to confirm compliance with this Proffer XII.C. The buyer’s household income shall not exceed eighty percent (80%) of AMI of the Washington, DC Metropolitan Statistical Area (“Washington MSA”) as published by HUD for the preceding calendar year established for buyer’s family size.

The For-Sale UHNUs in Land Bay R shall be offered for sale to owner-occupants only and at a sales price established as follows:

1. The sales price of a SFA For-Sale UHNU shall be equal to the lesser of (i) the sum of the actual costs of land improvements (grading, utilities, roads, sidewalks, trails, landscaping, and similar infrastructure items), vertical construction, County building and zoning permit fees and fire and rescue proffer contribution, and Loudoun Water availability and connection fees allocable to said For-Sale UHNU (said costs for building and zoning permit fees, fire and rescue proffer contribution, and Loudoun Water availability and connection fees shall be the lesser of the actual cost or \$10,000.00) or (ii) the product of the household income level for a family of four (4) in the Washington MSA earning eighty percent (80%) of AMI times a factor of three (3). [For example, the 2018 eighty percent (80%) AMI household income for a family of

four (4) in the Washington MSA is \$93,800. Therefore, if a SFA For-Sale UHNU was offered for sale in 2018 and actual costs allocable to said unit were \$290,000, the sales price would be \$281,400 (\$93,800 x 3).]

2. The sales price of a MF For-Sale UHNU shall be equal to the lesser of (i) the sum of the actual costs of land improvements (grading, utilities, roads, sidewalks, trails, landscaping, and similar infrastructure items), vertical construction, County building and zoning permit fees and fire and rescue proffer contribution, and Loudoun Water availability and connection fees allocable to said For-Sale UHNU (said costs for building and zoning permit fees, fire and rescue proffer contribution, and Loudoun Water availability and connection fees shall be the lesser of the actual cost or \$10,000.00) or (ii) the product of the household income level for a family of four (4) in the Washington MSA earning seventy percent (70%) of AMI times a factor of three (3). [For example, the 2018 seventy percent (70%) AMI household income for a family of four (4) in the Washington MSA is \$82,050. Therefore, if a MF For-Sale UHNU was offered for sale in 2018, and actual costs allocable to said unit were \$250,000, the sales price would be \$246,150 (\$82,050 x 3).

3. Any subsequent resale shall be to owner-occupants only meeting the applicable household income levels as specified above for each For-Sale UHNU and at a sales price established in accordance with XII.C.1.(ii) or XII.C.2.(ii) above, as applicable, for the year in which the resale occurs. The income and tenancy restrictions for the For-Sale UHNUs in Land Bay R shall be set forth in a declaration of covenants for the benefit of the County as approved by the County Attorney and recorded among the land records in the Clerk's Office of the Circuit Court of Loudoun County, Virginia prior to, or concurrently with, approval of the record plat for the phase, or each phase, of Land Bay R in which any For-Sale UHNU is located and shall remain in effect for a minimum of thirty (30) years from the date of recordation.

### **XIII. ENVIRONMENTAL**

A. Storm Water Management. Subject to engineering feasibility and reasonable construction costs that do not exceed one hundred twenty five percent (125%) of the cost of constructing conventional stormwater management measures, the Owner shall, prior to the approval of the first site plan in Land Bay C within the Outer Core subarea, explore options to augment the land bay's stormwater management and best management practice facilities with low-impact design ("LID") measures, such as, but not limited to, vegetated swales, bioretention facilities, storm water recycling, and additional storage to meet irrigation requirements constructed in the areas denoted as "Potential BMP" on Sheet 7 of the CDP as well as green roofs and pervious paving materials. Should the Owner identify viable LID measures, said LID measures shall be shown on the applicable site plan and installed prior to the issuance of the first residential or non-residential occupancy permit in Land Bay C. Should the LID measures presented herein exceed one hundred twenty five percent (125%) of the cost of constructing conventional stormwater management measures, then the Owner shall provide written documentation to the Zoning Administrator for verification and to seek relief of the requirement to fulfill this Proffer XIII.A. in whole or in part.

B. Highway Noise.

1. Noise Impact Study. The Owner will provide a noise impact study to the County that will determine the need for any additional buffering and noise attenuation measures along the Dulles Greenway, Waxpool Road, and Mooreview Parkway. The noise impact study shall be based upon traffic volumes for these roadways at a time 10 to 20 years from the start of construction based upon the most recent, applicable forecast available from the Department of Transportation and Capital Infrastructure, the ultimate road configuration as defined in the 2010 Countywide Transportation Plan ("CTP"), and the ultimate design speed, pavement type and proposed topography. This noise impact study will be conducted by a certified professional engineer and submitted to the County concurrently with the submission of the first site plan or construction plan, whichever is first in time, for the adjacent land bays. The noise impact study will be prepared using the latest version of the Federal Highway Administration's Traffic Noise Prediction Model. Noise impacts shall be deemed to occur if predicted highway noise levels substantially exceed the existing noise levels (a 10 decibel increase over existing levels) or approach (one decibel less than), meet, or exceed the Noise Abatement Criteria identified in the CTP, Chapter 7, Table 7-1, Activity Category E (interior noise levels for residential and school uses) and Activity Category B (balconies and exterior residential uses).

2. Noise Abatement. For all uses deemed to be subject to such noise impacts, noise attenuation measures shall be provided along the specified roadways sufficient to mitigate the anticipated noise impacts prior to the issuance of any occupancy permits for any impacted structures. Such noise attenuation measures shall be shown on the applicable site plan or construction plan. Noise attenuation measures shall result in noise levels less than impact levels (2 decibels less than the Noise Abatement Criteria) and shall result in a noise reduction of at least 5 decibels below predicted highway noise levels. Where noise attenuation measures are determined to be required, priority shall be given to passive measures (to include adequate setbacks, earthen berms, wooden fences, and vegetation). Structural noise attenuation measures (e.g., noise walls) shall be used only if adequate noise attenuation cannot otherwise be achieved. Notwithstanding the previous sentence, structural noise attenuation measures may be incorporated into the construction of impacted structures to achieve interior noise standards. The first occupancy permit for any dwelling unit or other noise-sensitive use adjacent to the specified roadways shall not be issued until the Owner has provided written documentation from County Building and Development staff or the Zoning Administrator that such required attenuation measures have been constructed or installed or are not required. The POA Covenants shall clearly state that all required noise attenuation measures constructed on POA common area shall be maintained by the POA and shall not be removed without written approval from the County.

C. Aircraft Noise. The Owner shall provide notification in accordance with Section 4-1404(A)(1) of the Zoning Ordinance to all prospective purchasers of residential units in Land Bays A and B that such units are located outside of, but within one (1) mile of, the Ldn 60 aircraft noise contour.

#### XIV. EMERGENCY SERVICES

##### A. Fire and Rescue Contribution

1. Residential Uses. The Owner shall make a one-time contribution of \$132.44 per dwelling unit on the Property payable to the County for distribution by the County to the volunteer fire and rescue companies providing service to the Property. The amount of the said contribution payable for each dwelling unit, adjusted as set forth below in this Proffer, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable prior to the issuance of the occupancy permit for such dwelling unit. The amount of such contribution shall be adjusted on a yearly basis from the base year of 2019 and change effective each January 1 thereafter, in accordance with changes to the Consumer Price Index for all urban consumers (CPI-U), 1982-1984=100 (not seasonally adjusted), as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the Washington-Baltimore, DC-MD-VA-WV Consolidated Metropolitan Statistical Area (the "CPI"). Contributions pursuant to this paragraph shall be divided equally between the servicing fire and rescue companies providing service to the Property. Notwithstanding the foregoing, if at the time of the application for any such zoning permit, the primary servicing fire and rescue company does not utilize, to any significant extent, either volunteer staff or apparatus owned by a volunteer organization, then the Owner may elect to make no contribution. The intent of this provision is to support volunteer fire and rescue staffing and operations so long as any significant element of the primary provider of fire and rescue services to the Property is volunteer-owned or operated. If only one of these services has ceased to utilize volunteer staff and apparatus, then the contribution may be halved and shall be provided to the remaining company.

2. Non-Residential Uses. Prior to the approval of each zoning permit for non-residential buildings on the Property, the Owner shall make a one-time contribution of \$0.22 per gross square foot of non-residential floor area permitted to the County for distribution by the County to the volunteer fire and rescue companies providing service to the Property. The amount of such contribution shall be adjusted on a yearly basis from the base year of 2019 and change effective each January 1 thereafter, in accordance with changes to the CPI. Contributions pursuant to this paragraph shall be divided equally between the servicing fire and rescue companies providing service to the Property. Notwithstanding the foregoing, if at the time of the application for any such zoning permit, the primary servicing fire and rescue company does not utilize, to any significant extent, either volunteer staff or apparatus owned by a volunteer organization, then the Owner may elect to make no contribution. The intent of this provision is to support volunteer fire and rescue staffing and operations so long as any significant element of the primary provider of fire and rescue services to the Property is volunteer-owned or operated. If only one of these services has ceased to utilize volunteer staff and apparatus, then the contribution may be halved and shall be provided to the remaining company.

B. Emergency Vehicle Access. The Owner shall provide all-weather, gravel compacted access for emergency vehicles, acceptable to the Fire Marshall, to all portions of the Property within the time frames established by the Fire Marshall.



**XV. SEVERABILITY**

Any portion of the Property may be the subject of a Zoning Concept Plan/Proffer Amendment, Rezoning, Special Exception, Commission Permit, Zoning Modification, Variance or other zoning application without the joinder and/or consent of the owners of other land areas within the Property, provided that such application is compatible with these Proffers, that the approval of such application would have no material, adverse impact upon any other land within the Property or the performance of any of these Proffers by the owners of the other land within the Property, that such application complies with the relevant Zoning Ordinance and Virginia Code provisions, that such application includes a proffer audit outlining the status of each commitment in these Proffers, and that such application shall not be approved by the County unless the application has been presented and considered at such public meetings or hearings as required by law. Previously approved proffered commitments applicable to a particular portion of the Property which are not the subject of such an application shall remain in full force and effect.

**XVI. ESCALATOR**

Unless otherwise specified, all cash contributions enumerated in these Proffers shall be subject to an annual adjustment based on the CPI with a base year of 2019. The first such adjustment shall occur on January 1, 2020 and change effective each January 1 thereafter.

The undersigned hereby warrant that all owners with a legal interest in the Property have signed this Proffer Statement, that they, together with the others signing this document, have full authority to bind the Property to these conditions, and that the Proffers are entered into voluntarily.

--- Signature Pages Follow ---

BROADLANDS COMMERCIAL DEVELOPMENT, L.L.C.  
A Virginia limited liability company

By: Broadlands Investment Company, L.L.C.  
A Virginia limited liability company  
Its Managing Partner

By: Van Metre Broadlands Manager, Inc.  
A Virginia corporation  
its Manager

By: Julie van der Vate  
Name: Julie van der Vate  
Title: Chief Financial Officer

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX, to wit:

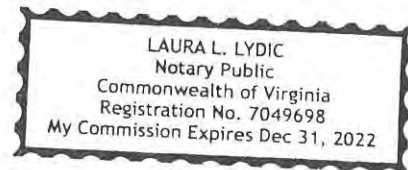
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that ~~as~~ Julie van der Vate of Van Metre Broadlands Manager, Inc., a Virginia corporation, the Manager of Broadlands Investment Company, L.L.C., a Virginia limited liability company, the Managing Partner of Broadlands Commercial Development, L.L.C., a Virginia limited liability company, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 12 day of June, 2019.

Laura L Lydic  
Notary Public

My Commission expires:

12-31-22



George Mason University Foundation, Inc.

By: Mary Susan Van Leunen  
Name: Mary Susan Van Leunen  
Title: VP & Chief Financial Officer

COMMONWEALTH OF VIRGINIA

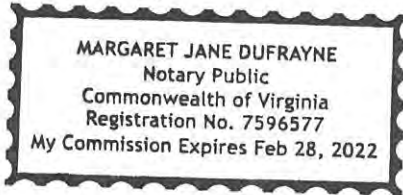
COUNTY OF FAIRFAX, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that as MARY SUSAN VANLEUNEN, VP & CFO of George Mason University Foundation, Inc., whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 11<sup>th</sup> day of JUNE, 2019.

Margaret Jane Dufayne  
Notary Public

My Commission expires:



Broadlands Commercial Association

BY [Signature]  
Name: ROY R BARNETT  
TITLE: PRESIDENT

COMMONWEALTH OF VIRGINIA

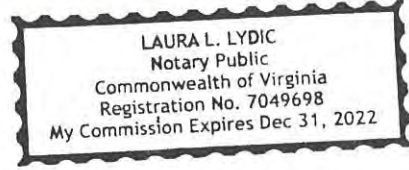
COUNTY OF FAIRFAX, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that as ROY R BARNETT of Broadlands Commercial Association, Inc., whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 18 day of JUNE, 2019.

[Signature]  
Notary Public

My Commission expires: 12/31/22



**EXHIBIT A**

**Listing of Zoning Modifications**

**EXHIBIT B**  
**Concept Development Plan**

Property Search Loudoun.gov

- [Profile](#)
- [Values](#)
- [Sales / Transfers](#)
- [Land](#)
- [Land Use Status](#)
- [Residential](#)
- [Detached Structures](#)
- [Commercial](#)
- [Map](#)
- [WebLogis](#)
- [Aerial Photos](#)
- [Tax History / Payment](#)
- [Parcel Tracking](#)

PARID: 120486253000  
 VAN METRE BROADLANDS METRO APARTMENTS LLC N/A

1 of 1

**Actions**

- [Neighborhood](#)
- [Sales](#)
- [Printable](#)
- [Summary](#)
- [Printable Version](#)

2021 Values

Fair Market Land	\$15,910,000
Fair Market Building	\$0
Prorated Bldg	\$0
Effective Date	
Fair Market Total	\$15,910,000
Land Use Value	\$0
Total Taxable Value	\$15,910,000
*Deferred Land Use Value	\$0
Tax Exempt Code	TAXABLE
Tax Exempt Land	\$0
Tax Exempt Building	\$0
Tax Exempt Total	\$0
Revitalized Real Estate	
Solar Exemption	

2020 Values

Process Type	FM Land	FM Effective Building Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	\$11,906,000			\$11,906,000		\$11,906,000

2019 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$11,800			\$11,800		\$11,800
Landbook	\$11,800			\$11,800		\$11,800

2018 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$11,500			\$11,500		\$11,500
Landbook	\$11,500			\$11,500		\$11,500

2017 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$1,900			\$1,900		\$1,900
Landbook	\$1,900			\$1,900		\$1,900

2016 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$1,900			\$1,900		\$1,900
Landbook	\$1,900			\$1,900		\$1,900

2015 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	\$1,900			\$1,900		\$1,900
Notice	\$1,900			\$1,900		\$1,900

2014 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$1,900			\$1,900		\$1,900
Landbook	\$1,900			\$1,900		\$1,900

2013 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
--------------	---------	----------------------------	-------------	----------	-------------	---------------

Notice	\$1,900		\$1,900	\$1,900
Landbook	\$1,900		\$1,900	\$1,900

2012 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$1,900				\$1,900		\$1,900
Landbook	\$1,900				\$1,900		\$1,900

2011 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$1,900				\$1,900		\$1,900
Landbook	\$1,900				\$1,900		\$1,900

2010 Values


Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$1,900				\$1,900		\$1,900
Landbook	\$1,900				\$1,900		\$1,900




2009 Values

Process Type	FM Land	FM Effective Building Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$1,032,400			\$1,032,400		\$1,032,400
Landbook	\$1,900			\$1,900		\$1,900

Note

FM (Fair Market) = All land/buildings if 100% complete as of January 1.  
 Prorated value = The building value added as of the effective date for any new construction.  
 Taxable value = For details select Tax History / Payment.

**Location**  [Google Map](#)  
 1 Harrison St, S.E., 5th Floor,  
 Mailstop #32B  
 Leesburg, VA 20175

**Contact Us**  
 Phone: (703) 777-0260  
 Fax: (703) 771-5234  
 Email: realestate@loudoun.gov

**Site Links**  
[Loudoun.gov](http://Loudoun.gov)



F

Third-Party RESNET  
Rater Certification  
(MANDATORY)

# Home Energy Rating Certificate

## Projected Report

Rating Date:  
Registry ID:  
Ekotrope ID: AvjV5B4v

### HERS® Index Score:

# 65

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

### Annual Savings

# \$710

\*Relative to an average U.S. home

**Home:**  
TBD Broadlanss  
Ashburn, VA 20103

**Builder:**  
Fitch Irick Partners

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.7	\$232
Cooling	0.9	\$24
Hot Water	7.3	\$194
Lights/Appliances	13.0	\$345
Service Charges		\$205
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>29.9</b>	<b>\$1,002</b>

**This home meets or exceeds the criteria of the following:**

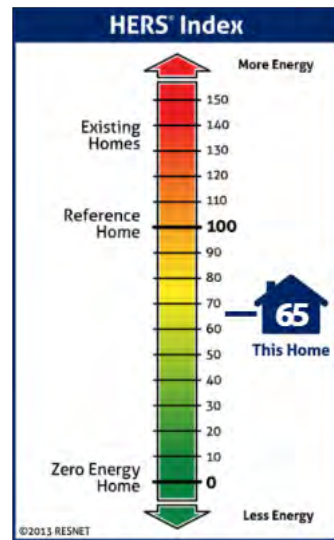
### Rating Completed by:

**Energy Rater:** Steven Armstrong  
RESNET ID: 6602771

**Rating Company:** Performance Point, LLC.  
6537 Hudspeth Rd., Harrisburg NC, 28075  
704.563.1030

**Rating Provider:** Performance Point, LLC.  
6537 Hudspeth Rd., Harrisburg NC, 28075  
704.563.1030

Steven Armstrong, Certified Energy Rater  
Date: 3/9/21 at 4:40 PM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR
Community:	Broadlands
Conditioned Floor Area:	1,043 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	185 CFM • 40 Watts
Duct Leakage to Outside:	1 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-22
Ceiling:	Adiabatic, R-19
Window Type:	U-Value: 0.27, SHGC: 0.27
Foundation Walls:	N/A



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

YES 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 Viridian'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: 2/18/21

Printed Name: Steven Armstrong

Resnet Provider Agency
Performance Point, LLC

RESNET Rater
Signature [Signature]

Provider Contact and Phone/Email Sam Galphin, 704-563-1030 / sam@theperformancepoint.com

# Home Energy Rating Certificate

## Projected Report

Rating Date:  
Registry ID:  
Ekotrope ID: 9vgVOKAd

### HERS® Index Score:

# 65

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

### Annual Savings

# \$561

\*Relative to an average U.S. home

**Home:**  
TBD Broadlands  
Ashburn, VA 20148

**Builder:**  
Fitch Irick Partners

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.8	\$157
Cooling	0.6	\$18
Hot Water	5.4	\$147
Lights/Appliances	10.4	\$284
Service Charges		\$168
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>22.2</b>	<b>\$774</b>

**This home meets or exceeds the criteria of the following:**

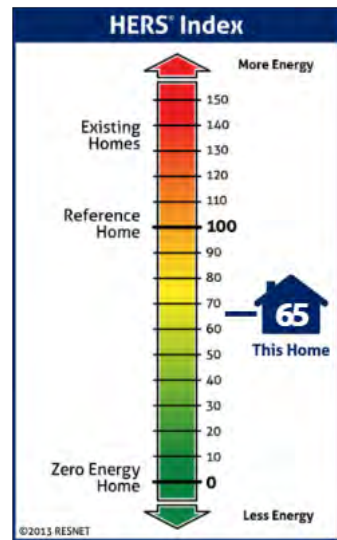
### Rating Completed by:

**Energy Rater:** Steven Armstrong  
RESNET ID: 6602771

**Rating Company:** Performance Point, LLC.  
6537 Hudspeth Rd., Harrisburg NC, 28075  
704.563.1030

**Rating Provider:** Performance Point, LLC.  
6537 Hudspeth Rd., Harrisburg NC, 28075  
704.563.1030

Steven Armstrong, Certified Energy Rater  
Date: 3/9/21 at 4:36 PM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1 BR Slab End
Community:	Broadlands
Conditioned Floor Area:	787 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	185 CFM • 40 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-22
Ceiling:	Adiabatic, R-19
Window Type:	U-Value: 0.27, SHGC: 0.27
Foundation Walls:	N/A

G

Zoning Certification Letter  
(MANDATORY)



PLANNERS  
ENGINEERS  
LANDSCAPE  
ARCHITECTS  
LAND  
SURVEYORS

## Zoning Certification

DATE: December 15, 2020

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

RE: ZONING CERTIFICATION

Name of Development: The View at Broadlands  
Name of Owner/Applicant: View Broadlands VA LLC  
Name of Seller/Current Owner: Van Metre Broadlands Metro Apartments, 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:**

Development Address: Flatiron Terrace, Ashburn, VA 20148 (building number not yet assigned)

#### Legal Description:

All that certain lots, tracts or parcels of real estate containing 2.87219 acres, more or less, of land located in Loudoun County, Virginia (the "County") and being a portion of the land known as PIN 120-48-6253

Proposed Improvements:

<input checked="" type="checkbox"/>	New Construction:	<u>93</u> # Units	<u>1</u> # Buildings	<u>136,952</u> Total Floor Area Sq. Ft.
<input type="checkbox"/>	Adaptive Reuse:	<u>        </u> # Units	<u>        </u> # Buildings	<u>        </u> Total Floor Area Sq. Ft.
<input type="checkbox"/>	Rehabilitation:	<u>        </u> # Units	<u>        </u> # Buildings	<u>        </u> Total Floor Area Sq. Ft.

Current Zoning: PD-TRC (Planned District – Transit Related Center)

Other Descriptive Information: Total floor area listed above includes the garage level. The gross square footage of the proposed residential units is 97,365 sq. ft.

## LOCAL CERTIFICATION:

Check one of the following as appropriate:

- 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 this property. No further zoning approvals and/or special use permits are required.
  
- The development described above is an approved non-conforming use. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.

Brian D. Martin, P.E.

Associate

703-642-2306

12/15/2020

# **The Apartment Internet Guidelines**

## **Acknowledgement**

I \_\_\_\_\_, have read, understand, acknowledge and agree to be bound by the recommendations, guidelines, terms, and conditions outlined in The Views at Broadlands Apartments Internet Guidelines Manual (provided to Resident). The Internet Guideline Manual outlines and summarizes the proper use and safety guidelines when using the Internet Services provided at The Views at Broadlands common areas.

I understand that the Internet Guideline Manual and handbook contains information that will assist me and my guests in the proper use of the internet made available by The Heights at Jackson Village. I also understand that I will be held accountable for my behavior, as well as for my guests' behavior, and me be subject to legal and/or financial consequences related to any misuses as outlined in the Internet Guideline Manual.

By signing below, I acknowledge that I have read, agree to, and understand the terms of all items contained in Views at Broadlands's Internet Guideline Manual.

Resident Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



## **XXXXXXXX VILLAS**

### **INTERNET SECURITY PLAN**

The internet service at The Views at Broadlands will have a rotating password that is only accessible to residents. The network router will be in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

**From:** [Atwill, Bennett](#)  
**To:** [Ryne Johnson \(rynejohnson@astoriallc.com\)](mailto:rynejohnson@astoriallc.com)  
**Subject:** Brook Run Seniors  
**Date:** Monday, December 21, 2020 10:01:20 AM

---

Ryne, here are proposed terms for a restructure of the Brook Run deal:

**Standard 25-year Term Restructure:**

1. New 25-year term.
2. Reset the interest rate to VHDA's taxable immediate delivery rate plus 15 basis points. (For example, a rate lock at the time of 12/10/20's rate sheet:  $3.627\% + 0.15\% = 3.777\%$ .)
3. Reset the initial prepay date to 4/1/2033. (Our current policy is to have at least a 10-year lock-out and at least 5 years of new lock-out). The prepayment fee language will remain the same with a floor of 3%.
4. No prepayment or origination fees to effect this transaction.
5. A yield maintenance fee (YMF) will be required. The exact amount of the YMF shall be determined at rate lock. Assuming the rate example above, the YMF would be about \$542,000.
6. Please consult with Capital Markets regarding the size and timing of any loan increase. Any loan increase will be subject to VHDA's usual underwriting standards, processes, fees and pricing.
7. The restructure option assumes no reduction in the current income set asides

**Current Loan Information**

#100-065179

Current Balance: \$6,304,757.32

Interest Rate: 5.348%

Maturity Date: 7/1/2044

Note Date: 6/4/2009, RESTRUCTURE 3/2/2018

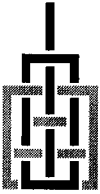
Prepay Date: 4/1/2028

Bennett Atwill  
Business Development and Operations Manager  
Rental Housing  
[Bennett.Atwill@VirginiaHousing.com](mailto:Bennett.Atwill@VirginiaHousing.com)  
601 S. Belvidere Street, Richmond, Virginia 23220  
Office: 804-343-5768  
Mobile: 804-305-8945  
Fax: 804-343-8319  
[VirginiaHousing.com](http://VirginiaHousing.com)



H

Attorney's Opinion  
(MANDATORY)



**BLANCO TACKABERY**  
Attorneys and Counsellors at Law

P.O. Drawer 25008  
Winston-Salem, NC 27114-5008  
110 South Stratford Road, Suite 500  
Winston-Salem, NC 27104-4299  
phone 336.293.9000  
fax 336.293.9030  
www.blancolaw.com

March 12, 2021

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

RE: 2021 Tax Credit Reservation Request

Name of Development: The View at Broadlands  
Name of Owner: View at Broadlands VA 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 (of which this opinion is a part) dated March 10, 2021 (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 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.
4. 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.

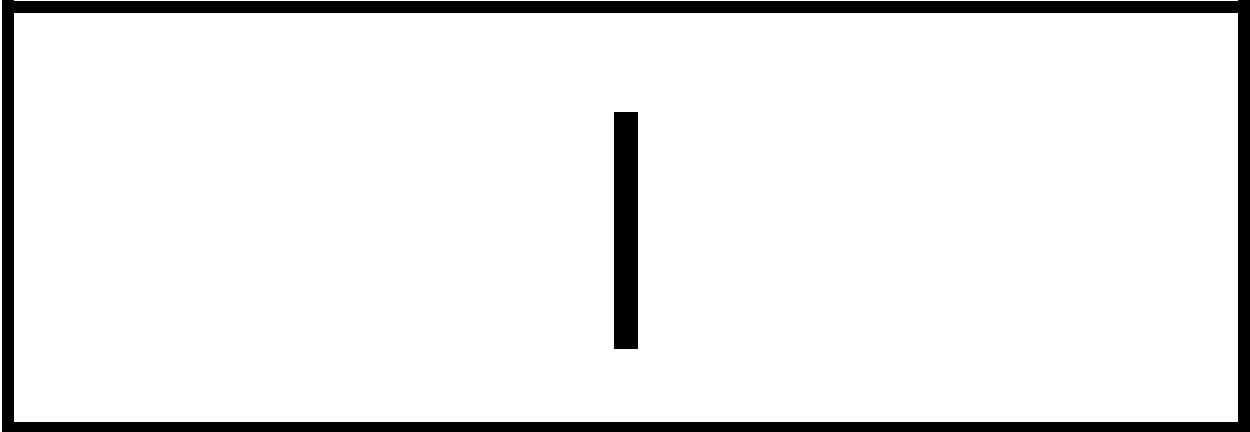
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code 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.**

BLANCO TACKABERY & MATAMOROS, P.A.

By: Deborah L. McKenney  
Deborah L. McKenney, Vice President



# Nonprofit Questionnaire

(MANDATORY for points or pool)

This deal does not require  
information behind this tab.



J

Relocation Plan  
Including Unit  
Delivery Schedule  
(MANDATORY, if tenants are displaced)

This deal does not require  
information behind this tab.

K

Documentation of  
Development Location

This deal does not require  
information behind this tab.

**K.1**

Revitalization Area  
Certification

A.1

Revitalization Area  
Documentation



## Revitalization Area

### General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

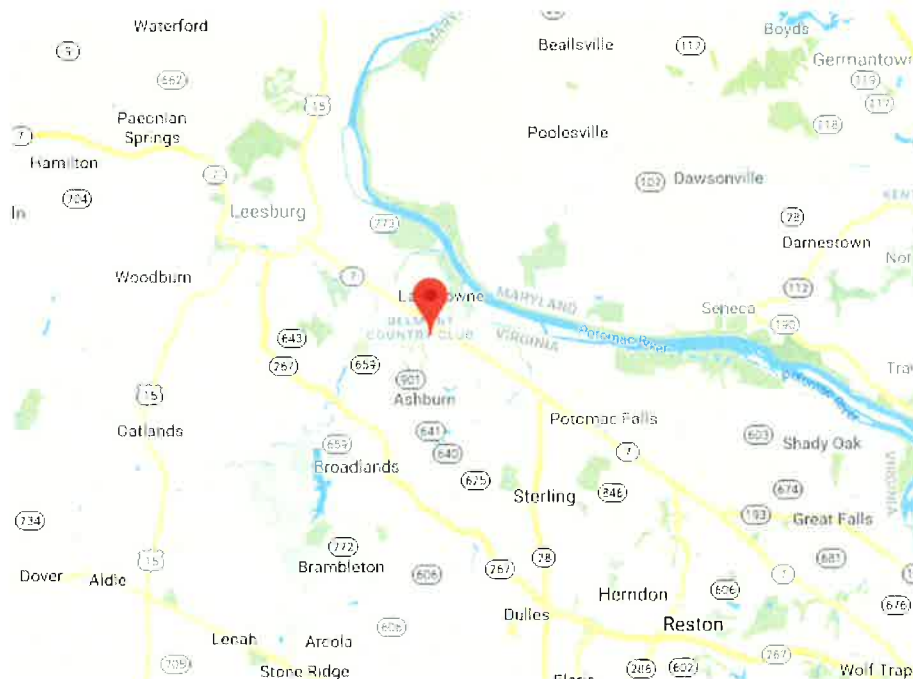
### Designation

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below.

*The above-referenced development is located in a Revitalization Area in the Town/City/County of Loudoun County, Virginia. (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.*

The Planned Development is located at the dropped pin in the below map. As illustrated the development is located just SE of the city of Leesburg. As can be seen on the additional attached map this area is all located within the boundaries of the Revitalization area.



**BOARD OF SUPERVISORS  
BUSINESS MEETING  
ACTION ITEM**

**SUBJECT:** Resolution Designating Revitalization Area to Support Applications for Low Income Housing Tax Credits

**ELECTION DISTRICT(S):** Countywide

**CRITICAL ACTION DATE:** March 16, 2018

**STAFF CONTACT(S):** Glenda Blake, Department of Family Services  
Sarah Coyle Etro, Department of Family Services  
Leo Rogers, County Attorney's Office

**PURPOSE:** Designation of the Suburban Policy Area and the Leesburg Joint Land Management Area (JLMA) as a revitalization area by resolution to support Low Income Housing Tax Credit (LIHTC) applications in gaining additional points in the competition for tax credits.

**RECOMMENDATION(S):** Staff recommends adoption of the resolution designating the Suburban Policy Area and the Leesburg JLMA as a revitalization area to support LIHTC applications in the competitive tax credit allocation process.

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**BACKGROUND:** The County can provide support for projects that are the subject of an application for Low Income Housing Tax Credit (LIHTC) allocations by adopting a resolution designating a revitalization area (Attachment 1). The revitalization designation can be based on a determination that the area lacks affordable housing to support the large number of workers and businesses within the designated geographic area of the County.

In the LIHTC competition, with application review based on a point system, an application can receive 10 points for its location in a designated revitalization area. These 10 points may make the difference in winning the LIHTC in the application process leading to the development of an affordable rental project. A resolution is required by Virginia Code Section 36-55.30:2 (Attachment 2) in order for the Board of Supervisors to designate a revitalization area.

The designation is proposed based on criteria included in Virginia Code Section 36-55.30:2 :

1. The commercial, industrial or other economic development of the revitalization area will benefit Loudoun County but the area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainments,



community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the area.

2. Private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the revitalization area and will induce other persons and families to live within the area and thereby create a desirable economic mix of residents in the area.

The Board could designate the Suburban Policy Area and the Leesburg JLMA as a revitalization area (Attachment 1; Exhibit A). Properties within this area could be the subject of a LIHTC application and could benefit from the revitalization area designation. This area of the County is the location of the majority of the County's businesses and industry. Affordable housing in this area would house the workforce needed to support those businesses.

Information included in the "Primer on Housing in Loudoun County" presented at the Board of Supervisors' October 16, 2017, Housing Summit identifies that "almost 78,000 workers in Loudoun's workforce are in occupations that earn less than 40% of the Area Median Income (AMI) (2017 AMI is \$110,300; 40% AMI is \$44,120); that's 48.2% of Loudoun's workforce. Additionally, about 55% of the workforce does not earn annual pay greater than 65% AMI (\$71,695). The County works to attract, grow and retain targeted businesses of all sizes. A lack of reasonably-priced housing hinders businesses from attracting and retaining the talent they need, thereby hindering growth and deterring new businesses from moving in. When the workforce can't find or maintain housing expenses, they also explore new options, sometimes driving them away from the community." The Housing Needs Assessment identified an unmet housing need of 8400 rental apartments for households with incomes at 60% AMI and below.

LIHTC applications are required to be submitted to the Virginia Housing Development Authority (VHDA) by March 16, 2018. The Board's adoption of the resolution before the deadline will enable applicants seeking a LIHTC allocation in the upcoming allocation cycle to gain points in the application review competition.

**ISSUES:** Staff has identified no outstanding concerns relative to the adoption of this resolution.

**FISCAL IMPACT:** The possibility of gaining additional LIHTC rental units because of successful applications in the LIHTC competition should strengthen Loudoun's economy by housing the workforce supporting businesses and industry.

**ALTERNATIVES:** The Board could choose not to designate a Revitalization Area to support LIHTC applications or could choose to modify the proposed Revitalization Area boundaries.

**DRAFT MOTIONS:**

1. I move that the Board of Supervisors approve the resolution designating the Suburban Policy Area and the Leesburg Joint Land Management Area as a Revitalization Area to support Low Income Housing Tax Credit applications in the competitive tax credit allocation process (provided as Attachment 1 to the December 5, 2017, Board of Supervisors Business Meeting Action Item).

OR

2. I move an alternate motion.

**ATTACHMENT(S):**

1. Resolution designating a portion of Loudoun County, Virginia a Revitalization Area
2. Code of Virginia Section 36-55.30:2. Housing revitalization areas



Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Tuesday, December 5, 2017 at 5:00 p.m.

IN RE: Resolution Designating Revitalization Area to Support Applications for Low Income Housing Tax Credits (Countywide)

Vice Chairman Buona moved that the Board of Supervisors approve the resolution designating the Suburban Policy Area as a Revitalization Area to support Low Income Housing Tax Credit applications in the competitive tax credit allocation process (provided as Attachment 1 to the December 5, 2017, Board of Supervisors Business Meeting Supplemental Action Item).

Seconded by Supervisor Volpe.

Voting on the Motion: Supervisors Buona, Higgins, Letourneau, Meyer, Randall, Saines, Umstattd, and Volpe – Yes; None – No; Supervisor Buffington – Absent for the Vote.

A COPY TESTE:

  
DEPUTY CLERK TO THE LOUDOUN COUNTY  
BOARD OF SUPERVISORS


**RESOLUTION  
DESIGNATING A PORTION OF LOUDOUN COUNTY, VIRGINIA  
A REVITALIZATION AREA**

WHEREAS, pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Loudoun, Virginia, desire to designate the Suburban Policy Area and the Leesburg Joint Land Management Area as shown on Exhibit A, attached hereto, as a Revitalization Area.

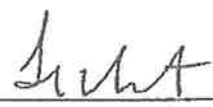
NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

1. the commercial, industrial or other economic development of the Revitalization Area will benefit Loudoun County but the Revitalization Area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainments, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the Revitalization Area; and
2. private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the Revitalization Area and will induce other persons and families to live within the Revitalization Area and thereby create a desirable economic mix of residents in the Revitalization Area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of Loudoun County hereby designates the Suburban Policy Area and the Leesburg Joint Land Management Area as shown on Exhibit A, attached hereto, as a Revitalization Area.

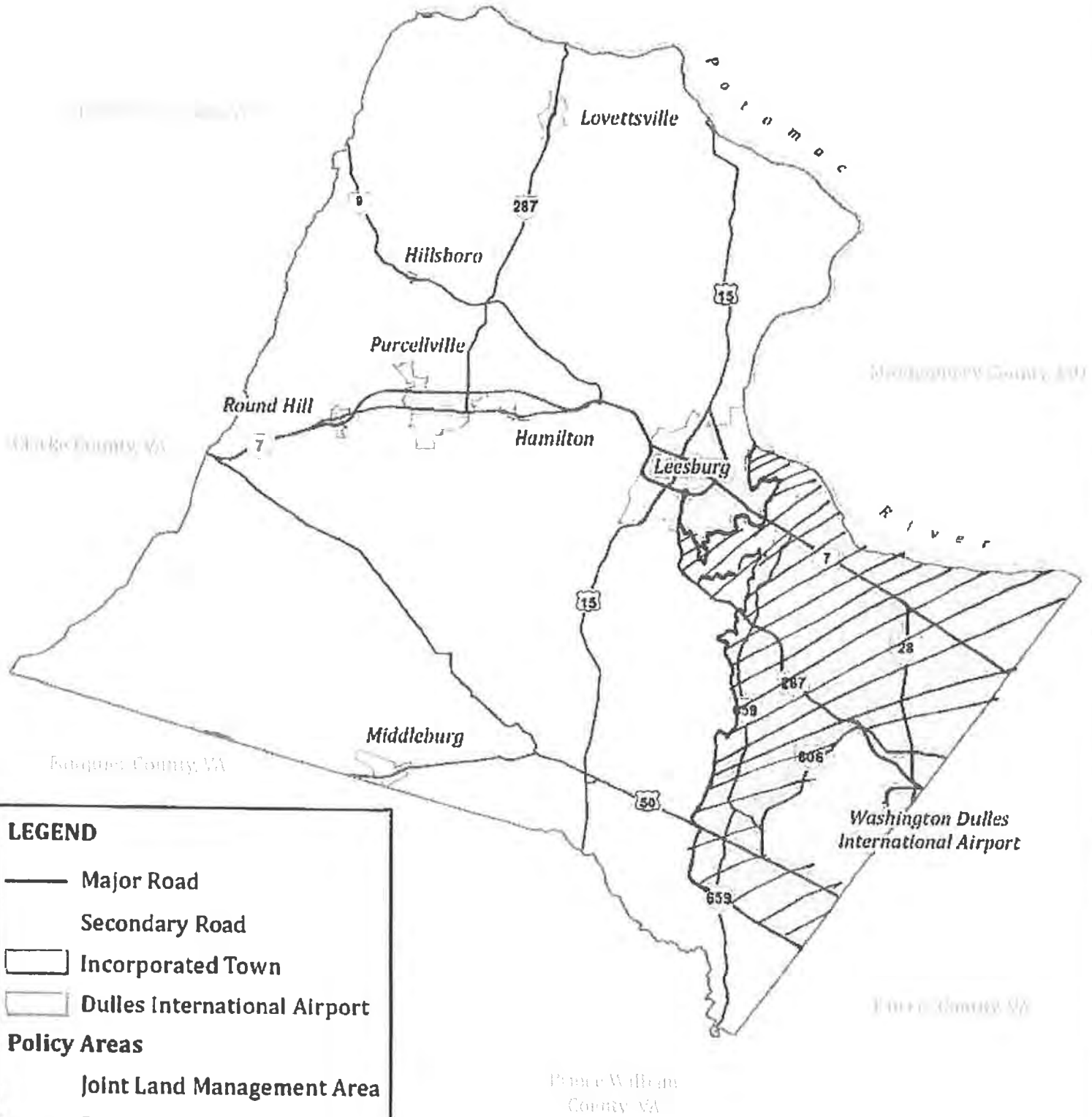
  
\_\_\_\_\_  
Phyllis Randall,  
Chairman, Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
Tim Hemstreet  
Clerk to the Board

Adopted by the Board of Supervisors of Loudoun, Virginia, this 5 day of December, 2017.

# PROPOSED REVITALIZATION AREA LOUDOUN COUNTY



**LEGEND**

- Major Road
- Secondary Road
- ▭ Incorporated Town
- ▭ Dulles International Airport

**Policy Areas**

- Joint Land Management Area
- Rural Policy Area
- Suburban Policy Area
- Transition Policy Area

**Exhibit A**



Code of Virginia  
Title 36. Housing  
Chapter 1.2. Virginia Housing Development Authority Act

## § 36-55.30:2. Housing revitalization areas; economically mixed projects.

A. For the sole purpose of empowering the HDA to provide financing in accordance with this chapter, the governing body of any city or county may by resolution designate an area within such city or county as a revitalization area if such governing body shall in such resolution make the following determinations with respect to such area: (i) either (a) the area is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions: dilapidation; obsolescence; overcrowding; inadequate ventilation, light or sanitation; excessive land coverage; deleterious land use; or faulty or inadequate design, quality or condition; or (b) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area. Any redevelopment area, conservation area, or rehabilitation area created or designated by the city or county pursuant to Chapter 1 (§ 36-1 et seq.) of this title, any census tract in which 70 percent or more of the families have incomes which are 80 percent or less of the statewide median income as determined by the federal government pursuant to Section 143 of the United States Internal Revenue Code or any successor code provision on the basis of the most recent decennial census for which data are available, and any census tract which is designated by the United States Department of Housing and Urban Development and, for the most recent year for which census data are available on household income in such tract, either in which 50 percent or more of the households have an income which is less than 60 percent of the area median gross income for such year or which has a poverty rate of at least 25 percent shall be deemed to be designated as a revitalization area without adoption of the above described resolution of the city or county. In any revitalization area, the HDA may provide financing for one or more economically mixed projects and, in conjunction therewith, any nonhousing buildings that are incidental to such project or projects or are determined by the governing body of the city or county to be necessary or appropriate for the revitalization of such area or for the industrial, commercial or other economic development thereof.

B. The HDA may finance an economically mixed project that is not within a revitalization area if the governing body of the city or county in which such project is or will be located shall by resolution determine (i) either (a) that the ability to provide residential housing and supporting facilities that serve persons or families of lower or moderate income will be enhanced if a portion of the units therein are occupied or held available for occupancy by persons and families who are not of low and moderate income or (b) that the surrounding area of such project is, or is expected in the future to be, inhabited predominantly by lower income persons and families and will benefit from an economic mix of residents in such project and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

C. In any economically mixed project financed under this section, the percentage of units occupied or held available for occupancy by persons and families who are not of low and moderate income, as determined as of the date of their initial occupancy of such units, shall not exceed 80 percent.

1979, c. 374; 1996, cc. 77, 498; 2004, c. 187; 2006, c. 784.

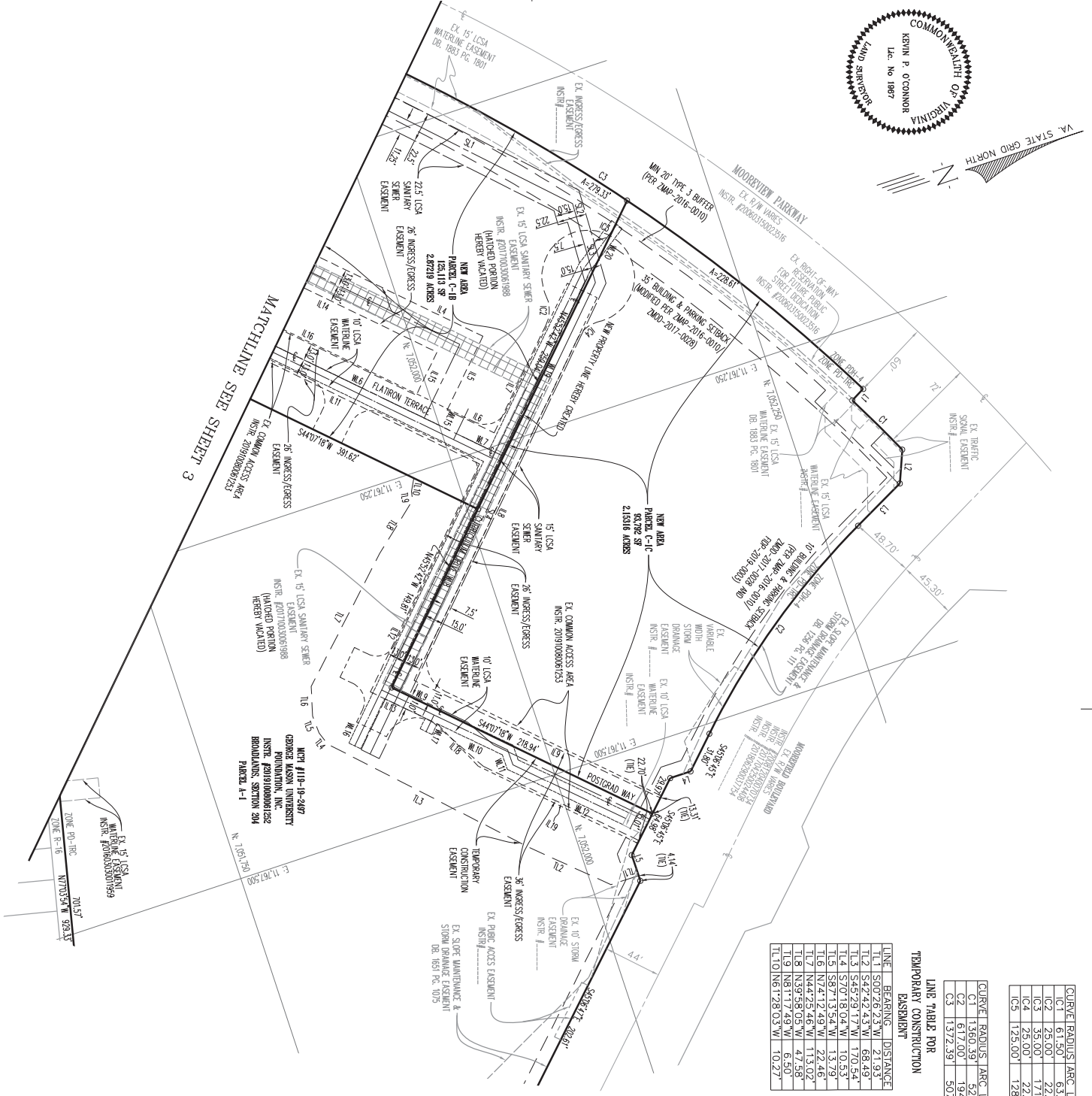
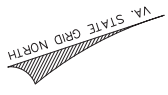
## Attachment 2

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information behind this tab.

K.2

Location Map





**CURVE TABLE FOR INGRESS/EGRESS EASEMENT**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	61.50	63.13	58.48°	N75°31'42"E	60.39	34.66
C2	25.00	22.12	50.42°	N71°28'20"W	21.41	11.85
C3	35.00	171.90	281°24'25"	N43°52'46"E	44.33	28.66
C4	25.00	22.12	50.42°	N71°28'20"W	21.41	11.85
C5	129.00	128.31	58.48°	N75°31'42"E	122.75	70.45

**CURVE TABLE FOR BOUNDARY**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1360.39	52.95	2°13'48"	N62°47'47"E	52.94	26.48
C2	617.00	194.08	18°01'20"	S36°06'06"E	193.28	97.85
C3	1372.39	507.94	2°11'21"	N51°04'33"E	505.05	256.91

**TEMPORARY CONSTRUCTION EASEMENT**

LINE	BEARING	DISTANCE
T1.1	S00°26'23"W	21.93
T1.2	S42°42'43"W	68.49
T1.3	S45°29'17"W	170.54
T1.4	S70°18'04"W	10.53
T1.5	S87°13'54"W	13.79
T1.6	N24°22'46"W	22.46
T1.7	N42°18'46"W	113.02
T1.8	N89°59'42"W	6.60
T1.9	N81°28'03"W	10.27

**WATERLINE EASEMENT**

LINE	BEARING	DISTANCE
W1.1	S77°03'51"E	20.00
W1.2	S77°03'51"E	71.54
W1.3	N89°07'18"E	51.81
W1.4	N66°37'18"E	36.58
W1.5	N44°07'18"E	114.71
W1.6	N44°07'18"E	205.00
W1.7	N44°07'18"E	32.61
W1.8	S46°07'14"E	94.04
W1.9	N43°48'13"E	11.69
W1.10	N43°48'13"E	61.56
W1.11	N88°48'13"E	11.69
W1.12	N43°52'46"E	94.59
W1.13	N12°56'09"E	42.00
W1.14	N45°52'42"W	42.00
W1.15	N45°52'42"W	26.00
W1.16	S46°07'14"E	46.94
W1.17	S46°11'47"E	14.00
W1.18	S89°07'18"W	19.14
W1.19	S45°52'42"E	160.00
W1.20	S43°37'42"E	39.83

**INGRESS/EGRESS EASEMENT**

LINE	BEARING	DISTANCE
I1.1	S77°03'54"E	107.56
I1.2	N44°07'18"E	47.63
I1.3	N45°52'42"W	49.50
I1.4	N44°07'18"E	239.00
I1.5	S45°52'42"E	62.00
I1.6	N44°07'18"E	39.53
I1.7	N44°07'14"E	90.75
I1.8	S46°07'14"E	285.75
I1.9	S45°52'42"E	208.61
I1.10	S43°48'13"E	325.04
I1.11	N44°07'18"E	325.04
I1.12	S46°07'14"E	191.05
I1.13	N43°48'13"E	51.24
I1.14	N44°07'18"E	187.00
I1.15	S45°52'42"E	36.00
I1.16	S44°07'18"W	187.00
I1.17	N45°52'42"W	36.00
I1.18	N89°26'45"E	51.92
I1.19	N43°48'13"E	130.38

**LINE TABLE FOR LSA**

LINE	BEARING	DISTANCE
L1	S28°19'18"E	12.00
L2	S67°33'50"E	25.66
L3	S27°05'27"E	44.88
L4	S00°06'45"E	16.28
L5	N89°58'59"E	20.33
L6	N77°03'54"W	0.763

**LINE TABLE FOR BOUNDARY**

LINE	BEARING	DISTANCE
B1	N44°07'18"E	12.00
B2	S45°52'42"E	28.67
B3	S44°07'18"W	29.74
B4	S12°56'06"W	9.80
B5	S77°03'54"E	145.92
B6	N44°07'18"E	63.20
B7	N89°36'29"E	66.67
B8	N44°30'11"E	109.44
B9	N43°42'24"E	108.74
B10	S46°17'36"E	5.23
B11	N86°28'28"E	23.44
B12	N43°52'46"E	22.29
B13	S45°52'42"E	10.00
B14	S46°28'48"W	24.75
B15	S43°42'24"W	106.30
B16	S43°42'24"W	106.30
B17	S44°30'11"W	115.90
B18	S89°36'29"W	66.67
B19	S44°07'18"W	65.24
B20	N77°03'54"W	169.38
B21	N12°56'06"E	28.17
B22	N45°52'42"W	5.23

**LINE TABLE FOR STORM DRAINAGE EASEMENTS**

LINE	BEARING	DISTANCE
SD1	N45°00'00"E	21.91
SD2	S45°52'42"E	28.67
SD3	S44°07'18"W	29.74
SD4	S12°56'06"W	9.80
SD5	S77°03'54"E	145.92
SD6	N44°07'18"E	63.20
SD7	N89°36'29"E	66.67
SD8	N44°30'11"E	109.44
SD9	N43°42'24"E	108.74
SD10	S46°17'36"E	5.23
SD11	N86°28'28"E	23.44
SD12	N43°52'46"E	22.29
SD13	S45°52'42"E	10.00
SD14	S46°28'48"W	24.75
SD15	S43°42'24"W	106.30
SD16	S43°42'24"W	106.30
SD17	S44°30'11"W	115.90
SD18	S89°36'29"W	66.67
SD19	S44°07'18"W	65.24
SD20	N77°03'54"W	169.38
SD21	N12°56'06"E	28.17
SD22	N45°52'42"W	5.23

**LINE TABLE FOR TREE CONSERVATION EASEMENT**

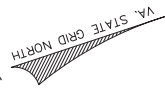
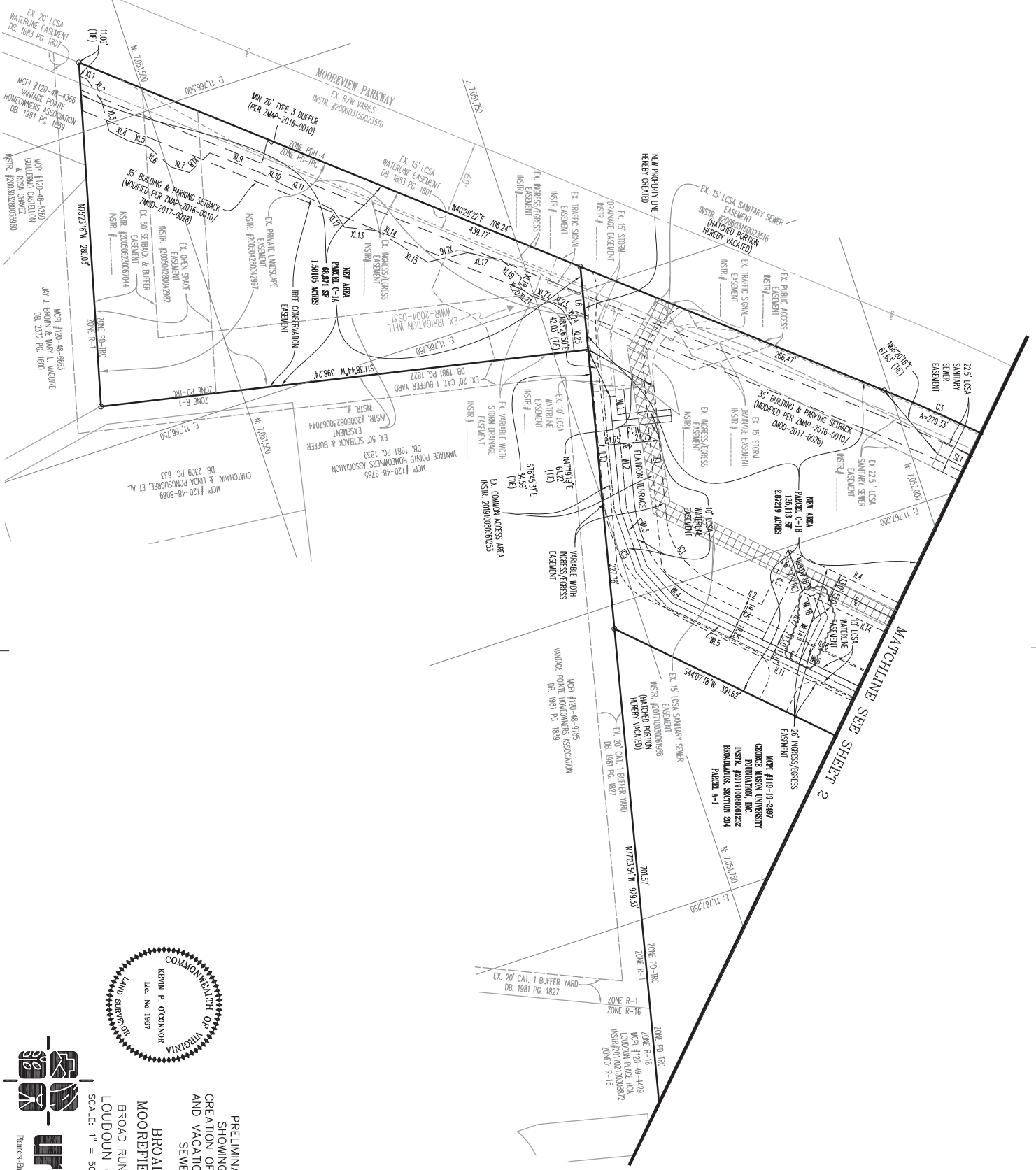
LINE	BEARING	DISTANCE
T1	N75°00'00"E	6.27
T2	N75°00'00"E	24.47
T3	S85°00'00"E	16.98
T4	N45°00'00"E	17.80
T5	N35°00'00"E	16.98
T6	N60°00'00"E	24.58
T7	N34°09'33"E	15.07
T8	N24°06'55"W	22.98
T9	N39°36'20"E	43.38
T10	N46°08'27"E	20.54
T11	N45°00'00"E	46.48
T12	N75°00'00"E	16.55
T13	N25°00'00"E	26.44
T14	N50°00'00"E	91.72
T15	N50°00'00"E	38.02
T16	N50°00'00"E	38.02
T17	N30°00'00"E	28.42
T18	N60°00'00"E	21.91

PRELIMINARY/RECORD PLAT  
SHOWING THE SUBDIVISION,  
CREATION OF VARIOUS EASEMENTS  
AND VACATION OF LSA SANITARY  
SEWER EASEMENTS

BROADLANDS METRO  
MOOREFIELD LB C, D & E  
BROAD RUN ELECTION DISTRICT  
LOUDOUN COUNTY, VIRGINIA  
SCALE: 1" = 50'  
DATE: JULY, 2020

Urban Land Institute  
4300 D Technology Court  
Falls Church, VA 22041  
Tel: 703.441.4400  
www.urbanland.com

Prattner Engineers-Landscape Architects-Land Surveyors  
SHEET 2 OF 3



PRELIMINARY/RECORD PLAT  
 SHOWING THE SUBDIVISION  
 CREATION OF VARIOUS EASEMENTS  
 AND VACATION OF LSCA SANITARY  
 SEWER EASEMENTS

**BROADLANDS METRO**  
**MOOREFIELD LB C, D & E**  
 BROAD RUN ELECTION DISTRICT  
 LOUDOUN COUNTY, VIRGINIA

SCALE: 1" = 50'  
 DATE: JULY, 2020



K.3

Surveyor's Certification of  
Proximity to Public  
Transportation



PLANNERS  
ENGINEERS  
LANDSCAPE  
ARCHITECTS  
LAND  
SURVEYORS

### Surveyor's Certification of Proximity to Transportation

DATE: 2/10/2021

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

RE: 2021 Tax Credit Reservation Request  
Name of Development: View at Broadlands  
Name of Owner: View Broadlands VA 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 1/4 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.

Urban, Limited

Firm Name

By: Brian D. Martin Brian D. Martin, PE

Its: Senior Associate

Title



L

PHA/Section 8 Notification  
Letter

# PHA or Section 8 Notification Letter

**DATE:** 2/10/2021

**TO:** Ms Janelle Beverly  
102 Heritage Way NE, Suite 103  
PO BOX 7400, Leesburg, VA 20177

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: The View at Broadlands  
Name of Owner: View Broadlands VA LLC

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 Virginia Housing. 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 10/1/2022 (date).

The following is a brief description of the proposed development:

Development Address:  
TBD Mooreview Parkway  
Ashburn, VA 20148

Proposed Improvements:

New Constr.: 93 # units 1 # Bldgs  
 Adaptive Reuse: \_\_\_\_\_ # units \_\_\_\_\_ # Bldgs  
 Rehabilitation: \_\_\_\_\_ # units \_\_\_\_\_ # Bldgs

Proposed Rents:

Efficiencies: \$ \_\_\_\_\_ / month  
 1 Bedroom Units: \$ 1065-1053 / month  
 2 Bedroom Units: \$ 1270-1835 / month  
 3 Bedroom Units: \$ 1450-2100 / month  
 4 Bedroom Units: \$ \_\_\_\_\_ / month

Other Descriptive Information:

The View At Broadlands is a proposed new construction affordable community located in Loudoun County. The development will contain 93 units with a mix of 1,2,and 3 bedrrom units. It is located within walking distance to a new metro station that will greatly benefit the tenants with access to high quality public transportation.

# 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 (984) 335-2032.

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,



Charles Irick Jr

Name

Manager

Title

## To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and Acknowledged By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
Leesburg, VA 20177	
<b>OFFICIAL USE</b>	
Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.15</b>
Postmark Here 02/10/2021	
Sent To Janelle Beverly Street and Apt. No., or PO Box No. 102 Heritage Way NE, Suite 103 City, State, ZIP+4® P.O. Box 7400 Leesburg, VA 20177	

7020 0090 0001 4023 3777

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

M

Locality CEO Response  
Letter

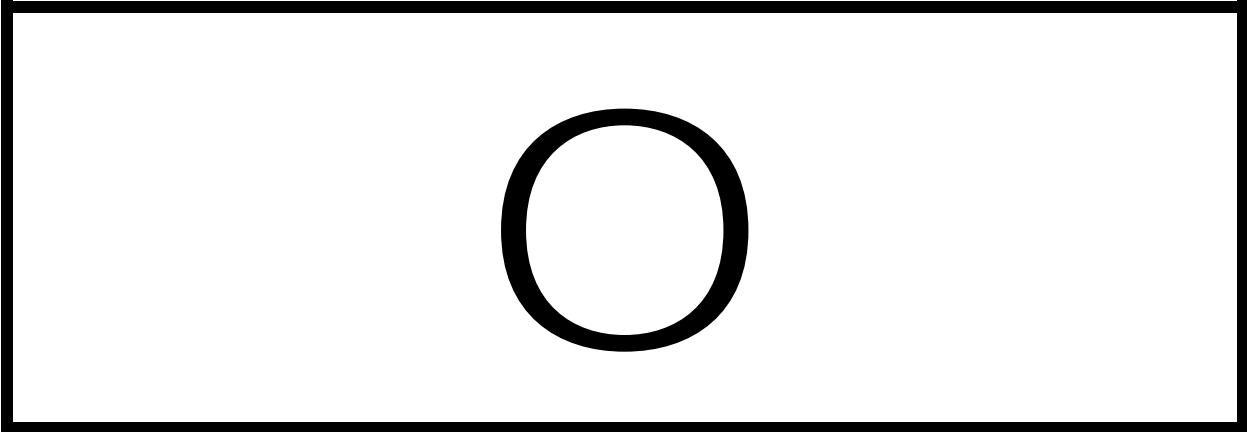


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information behind this tab.

**N**

Homeownership Plan

This deal does not require  
information behind this tab.



O

Plan of Development  
Certification Letter

This deal does not require  
information behind this tab.

P

Copies of 8609s to  
Certify Developer  
Experience and  
Partnership agreements

## VHDA Experienced LIHTC Developers

**Notes:**

**Updated:** 3/4/2021

I Listed if 'named' Controlling General Partner or Managing Member (as confirmed by supporting documentation)

I Listed if documentation supported at least 6 LIHTC developments

I Listed if a principal who has developed at least 3 LIHTC deals and has at least \$500,000 in liquid assets

**See LIHTC Manual for instructions on being added to this list**

### INDIVIDUALS

1 Alexander, Randall P.	30 Fitch, Hollis M.	58 Melton, Melvin B.
2 Arista, Roberto	31 Fore, Richard L.	59 Midura, Ronald J.
3 Asarch, Chad	32 Franklin, Wendell C.	60 Mirmelstein, George
4 Ayd, Tom	33 Friedman, Mitchell M.	61 Nelson, IV, John M.
5 Barnhart, Richard K.	34 Gardner, Mark E.	62 Orth, Kevin
6 Baron, Richard	35 Gunderman, Timothy L.	63 Page, David
7 Bennett, Vincent R.	36 Haskins, Robert G.	64 Parent, Brian
8 Burns, Laura P.	37 Heatwole, F. Andrew	65 Park, Richard A.
9 Chapman, Tim	38 Honeycutt, Thomas W.	66 Park, William N.
10 Cohen, Howard Earl	39 Hunt, Michael C.	67 Pasquesi, R.J.
11 Connelly, T. Kevin	40 Iglesias, Adrian	68 Pedigo, Gerald K.
12 Connors, Cathy	41 Jaeger, Jeffrey	69 Poulin, Brian M.
13 Copeland, M. Scott	42 Jester, M. David	70 Queener, Brad
14 Copeland, Robert O.	43 Johnston, Thomas M.	71 Rappin, Steve
15 Copeland, Todd A.	44 Jones Kirkland, Janice	72 Ripley, F. Scott
16 Cordingley, Bruce A.	45 Kirkland, Milton L.	73 Ripley, Ronald C.
17 Counselman, Richard	46 Kittle, Jeffery L.	74 Ross, Stephen M.
18 Crosland, Jr., John	47 Koogler, David M.	75 Salazar, Tony
19 Curtis, Lawrence H.	48 Koogler, David Mark	76 Sari, Lisa A.
20 Daigle, Marc	49 Lancaster, Dale	77 Sciortino, Richard
21 Dambly, Mark H.	50 Lawson, Phillip O.	78 Sinito, Frank T.
22 Deutch, David O.	51 Lawson, Steve	79 Stockmaster, Adam J.
23 Dischinger, Chris	52 Leon, Miles B.	80 Stoffregen, Phillip J.
24 Douglas, David D.	53 Lewis, David R.	81 Surber, Jen
25 Edmondson, Jim	54 Levitt, Michael	82 Taft, Thomas F.
26 Edson, Rick	55 Margolis, Robert B.	83 Valey, Ernst
27 Eichler, Moshe	56 McCormack, Kevin	84 Uram, David
28 Ellis, Gary D.	57 McNamara, Michael L.	85 Wilson, Stephen
29 Fekas, William L.		86 Woda, Jeffrey J.
		87 Wohl, Michael D.
		88 Wolfson, III, Louis

### NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

- 1 AHC, Inc.
- 2 Alexandria RHA
- 3 Arlington Partnership for Affordable Housing (APAH)
- 4 Atlantic Housing Foundation, Inc.
- 5 Better Housing Coalition
- 6 Buckeye Community Hope Foundation
- 7 Community Housing Partners
- 8 Community Housing, Inc.
- 9 ElderHomes (dba Project: Homes)
- 10 Enterprise Homes, Inc
- 11 Fairfax County RHA
- 12 Homes for America, Inc.
- 13 Humanities Foundation, Inc.
- 14 Huntington Housing, Inc.
- 15 LEDIC Realty Company, LLC
- 16 Newport News RHA
- 17 NHT Communities
- 18 Norfolk Redevelopment Housing Authority
- 19 People Incorporated
- 20 Piedmont Housing Alliance
- 21 Preserving US, Inc.
- 22 Portsmouth RHA
- 23 RHA/Housing, Inc.
- 24 Rush Homes
- 25 The Community Builders
- 26 Virginia Supportive Housing
- 27 Virginia United Methodist Housing Development Corporation
- 28 Wesley Housing Development Corporation

Q

Documentation of  
Rental Assistance, Tax  
Abatement and/or  
Existing HUD/RD



This deal does not require  
information behind this tab.

R

Documentation of  
Operating Budget  
and Utility Allowance

**Allowances for  
Tenant-Furnished Utilities  
And Other Services**

**U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing**

Locality: <b>Loudoun County</b>	Unit Type: <b>Apartment</b>	Date: <b>1/1/2021</b>
------------------------------------	--------------------------------	--------------------------

Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
<b>Heating</b>	a. Natural Gas	24	29	34	39	46	51
	b. LPG/Propane	33	47	60	73	97	106
	c. Oil	27	38	49	60	76	87
	d. Electric	11	16	20	25	31	35
<b>Cooking</b>	a. Natural Gas	3	5	6	8	10	11
	b. LPG/Propane	11	16	20	25	31	36
	c. Electric	4	6	7	9	11	13
<b>Other Electric/Lighting</b>	24	28	32	36	41	45	
<b>Air Conditioning</b>	3	4	5	6	8	9	
<b>Water Heating</b>	a. Natural Gas	7	10	13	16	21	24
	b. LPG/Propane	24	33	43	53	67	76
	c. Oil	19	27	34	42	53	61
	d. Electric	10	14	18	23	29	33
<b>Water</b> <i>for Towns of:</i>	a. County	17	20	25	32	39	47
	b. Leesburg	24	30	42	60	78	96
	c. Purcellville/Middleburg/Hamilton	29	40	61	93	125	157
	d. Lovettsville/Round Hill	16	24	40	65	89	113
<b>Sewer</b> <i>for Towns of:</i>	a. County	22	27	36	51	65	79
	b. Leesburg	21	27	40	58	77	96
	c. Purcellville/Middleburg/Hamilton	36	50	78	121	163	205
	d. Lovettsville/Round Hill	26	38	64	102	141	179
<b>Trash Collection</b>	8	23	24	25	26	30	
<b>Range/Microwave</b>	7	7	7	7	7	7	
<b>Refrigerator</b>	7	7	7	7	7	7	
<b>Other--Specify</b>							

**Actual Family Allowances** To be used by the family to compute allowance.  
Complete below for the actual unit rented.

Name of Family

---

Address of Unit

---

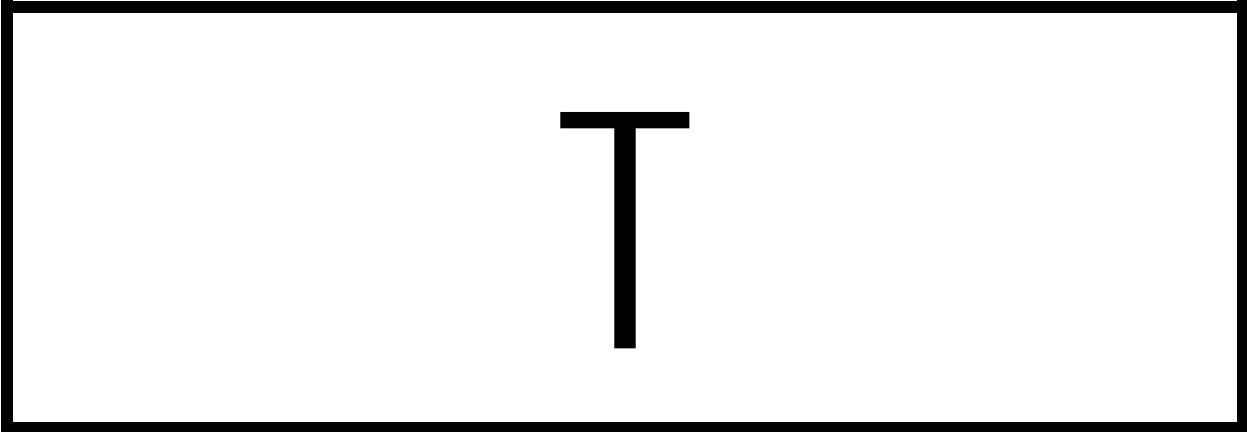
Number of Bedrooms

Utility or Service	Monthly Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
<b>Total</b>	<b>\$0</b>

S

Supportive Housing  
Certification

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information behind this tab.



T

Funding Documentation

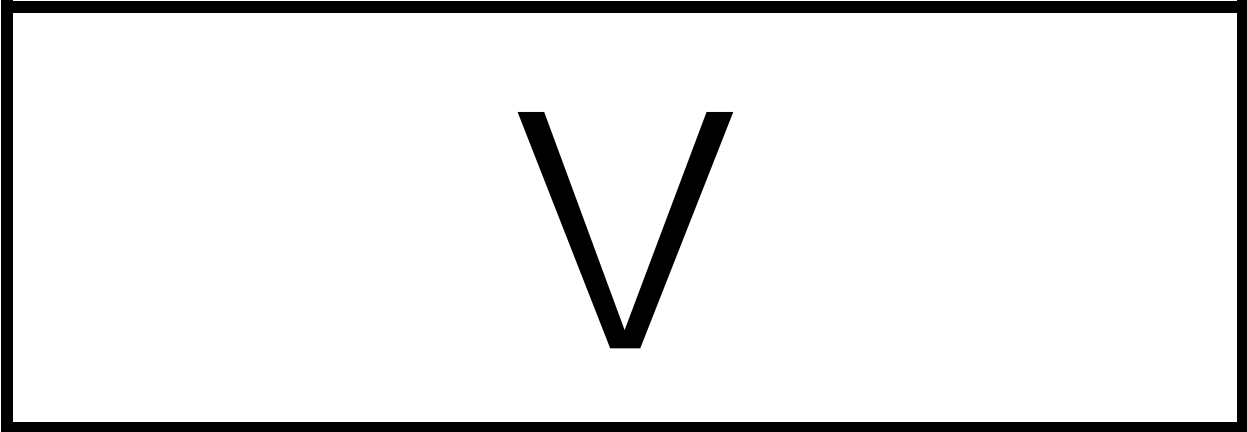
This deal does not require  
information behind this tab.

U

Documentation to  
Request Exception to  
Restriction-Pools with  
Little/No Increase in Rent  
Burdened Population



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information behind this tab.



V

Nonprofit or LHA Purchase  
Option or Right of First  
Refusal

This deal does not require  
information behind this tab.

W

Internet Safety Plan and  
Resident Information  
Form

## **RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities**

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

### **Rules of Operation**

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

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

\_\_\_\_\_

Name (Print):

Date

## **BROOK VILLAS**

### **INTERNET SECURITY PLAN**

The internet service at Brook Villas will have a rotating password that is only accessible to residents. The network router will be located in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.



# Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!





# Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



# Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

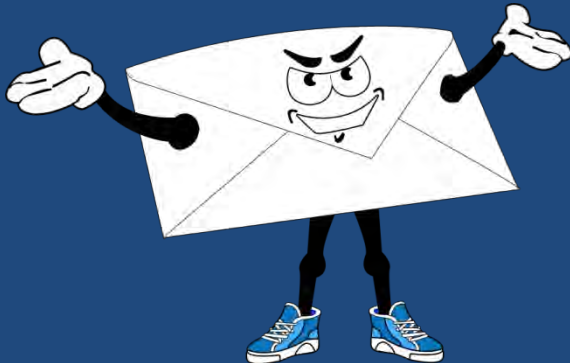
# Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



# Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

# Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



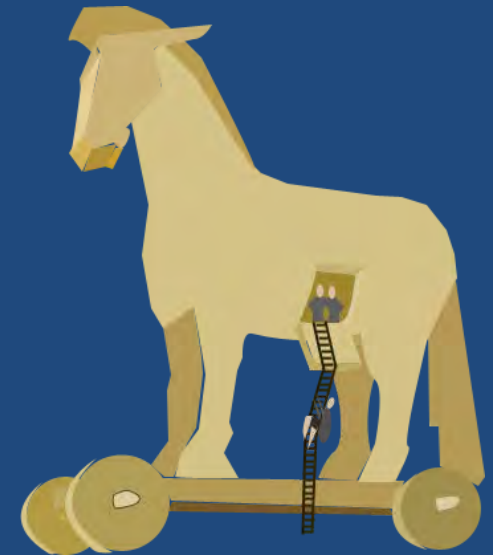
# Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



# Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>







# Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

# Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

# Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



# Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

# Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

# How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as [www.kidzworld.com](http://www.kidzworld.com). Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





# Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.





# Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

# Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - [www.stopbullying.gov](http://www.stopbullying.gov)  
If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





# The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



# Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



# About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



# About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

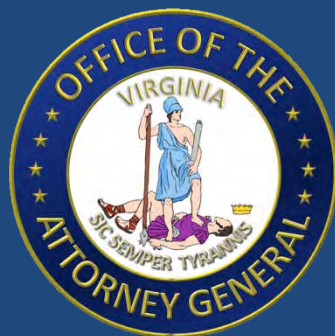
If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

**REMEMBER:** You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

# Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



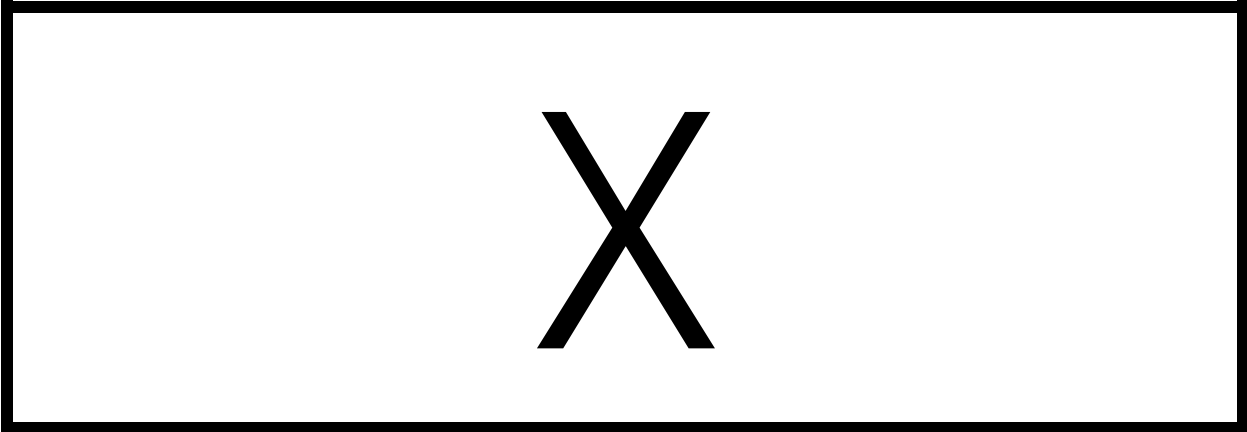
Information Provided By:  
Office of the Attorney  
General

202 North Ninth Street  
Richmond, Virginia 23219

(804) 786-2071

[www.ag.virginia.gov](http://www.ag.virginia.gov)





X

# Marketing Plan

For units meeting accessibility requirements of HUD section

504

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information behind this tab.

This deal does not require  
information behind this tab.

Y

Inducement Resolution  
for Tax Exempt Bonds

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